

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

DATE: JULY 3, 2019



ACCEPT OFFER OF WATER IMPROVEMENTS AND EASEMENT FOR TRACT 2650

ITEM

Accept offer of water improvements and easement for Tract 2650, a 16 parcel residential development on the corner of Willow Road and Via Concha Road, APNs 091-181-052 and 091-181-053, in Nipomo [RECOMMEND ADOPT RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS AND EASEMENT].

BACKGROUND

Upon completion of a developer's project, the District accepts improvements for the project after all requirements have been met. Margarita Valley Ranch, LLC, the developer of Tract 2650, a 16 parcel residential development on the corner of Willow Road and Via Concha Road, has met the District's standard conditions:

- Installed water improvements that are to be dedicated to the District
- Paid associated capacity charges
- Paid associated annexation fees
- Provided an Offer of Dedication
- Provided required easements
- Provided project as-built drawings
- Provided Engineer's certification

Regarding the Plan Check and Inspection Fees, the developer may owe the District for inspection and other costs which have yet to be billed by the District. Historically, the District has recovered these costs after the Board accepts the project as part of staff's project close out procedure. Staff will not physically set water meters until all of these costs are paid and all conditions of the Agreement for Providing Water and Solid Waste Service to Tract 2650 are satisfied.

FISCAL IMPACT

The developer paid a District Capacity Fee Deposit in the amount of \$193,776 and \$9,400 annexation fee for the project. The project's plan check and inspection account has a balance of approximately \$1,473.

RECOMMENDATION

By motion and roll call vote, adopt Resolution 2019-XX Accept Tract 2650, to accept offer of water improvements and easements for Tract 2650.

ATTACHMENTS

- A. Resolution 2019-XXXX Accept Tract 2650
- B. Easement Deed – Resolution Exhibit A

JULY 10, 2019

ITEM D-4

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING TRACT 2650 EASEMENT AND WATER IMPROVEMENTS**

WHEREAS, the Nipomo Community Services District ("District") entered into an Agreement for Providing Water and Solid Waste Service to Tract 2650 ("Agreement") on May 23, 2007, with Vintage Homes, LLC ("Previous Owners"); and

WHEREAS, the Agreement was recorded on March 20, 2008 in the Official Records of San Luis Obispo County as Document #2008013985; and

WHEREAS, pursuant to Govt. Code Section 56133, the Local Agency Formation Commission (LAFCO) approved the delivery of District's service to the affected property as provided in the Agreement; and

WHEREAS, the District and Previous Owners entered into Amendment No. 1 to the Agreement that amended Paragraph 9 of the Agreement to allow Previous Owners a longer period of time for the construction of water improvements; and

WHEREAS, Amendment No. 1 was recorded on March 1, 2010 in the Official Records of San Luis Obispo County as Document #2010009598; and

WHEREAS, Margarita Valley Ranch, LLC ("Owner") acquired the property on December 3, 2010 via Grant Deed that was recorded on December 3, 2010 in the Official Records of San Luis Obispo County as Document #2010061740; and

WHEREAS, Consent to Transfer Agreement to Margarita Valley Ranch, LLC was recorded on February 14, 2011 in the Official Records of San Luis Obispo County as Document #2011007604; and

WHEREAS, the District approved the construction plans on July 20, 2011, for the water improvements to be constructed to serve Tract 2650 (Project); and

WHEREAS, the water improvements have been constructed and said improvements are complete and certified by the Owners' Engineer; and

WHEREAS, Owner has offered to the District a water line easement ("Easement") for Tract 2650 (EXHIBIT A); and

WHEREAS, on June 4, 2019, Owner offered the water improvements to the Nipomo Community Services District; and

WHEREAS, the District accepts such offer without obligation except as required by law; and

WHEREAS, all water capacity fees for service and annexation fees, required in conformance with District ordinances and the Agreement, have been paid for the Project.

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the attached easement dated June 26, 2019 for a waterline easement for Tract 2650 is hereby accepted and staff is ordered to record the attached easement (Exhibit A).

3. That the water improvements constructed to serve Tract 2650 in Nipomo are accepted by the District.
4. That staff is authorized to set water meters to serve the project once all Agreement conditions are satisfied.

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

AYES:
NOES:
ABSENT:
CONFLICTS:

The foregoing resolution is hereby adopted this 10th day of July 2019.

ED EBY
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND
LEGAL EFFECT:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. McDONALD
District Legal Counsel

JULY 10, 2019

ITEM D-4

ATTACHMENT B

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

APN #: 091-181-052
091-181-053

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

**THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL
PROPERTY** (herein "Agreement") is entered into JUNE 26,
2019, by and between Margarita Valley LLC, (herein "Grantor") and the
Nipomo Community Services District, a political subdivision of the State of
California, (herein "Grantee" or "District") with reference to the following
Recitals:

A. Grantors own certain real property (herein "Real Property")
located within the Nipomo Community Services District, County of San Luis
Obispo, more particularly described below and depicted in Exhibit "A".

B. Grantors are improving said Real Property including the
construction of certain utilities that will be dedicated to the District for operation
and maintenance ("District Facilities").

C. Grantors desire to convey utility easements to Nipomo Community
Services District over portions of said Real Property for the purposes
referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. **GRANT OF EASEMENT**

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. **PURPOSE**

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. **MAINTENANCE AND REPAIR**

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct

District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. **DEED RESTRICTIONS**

A. Grantor agrees and acknowledges that the use of well(s) to provide water service to any parcel within the project is prohibited.

B. Grantor agrees and acknowledges that the use of self-regenerating water softeners is not allowed for any real property developed within the project.

5. **MISCELLANEOUS**

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of

no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

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

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

6. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully

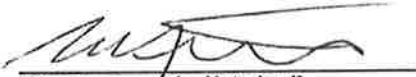
complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):


[Signature must be Notarized]

[Signature must be Notarized]


[Type or print name] MNR LLC

[Type or print name]

Date: 

SEE ATTACHED FORM FOR
NOTARY CERTIFICATE

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the Identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF San Luis Obispo)

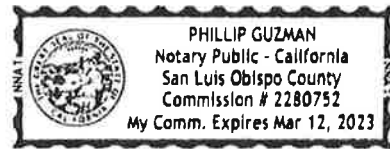
Subscribed and sworn to (or affirmed) before me on this 26th day of June, 2019
Date Month Year

by Gregory James Nester

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement & Agreement Affecting Real Property

Document Date: 6/26/19

Number of Pages: _____

Signer(s) Other Than Named Above: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

EXHIBIT A
Legal Description

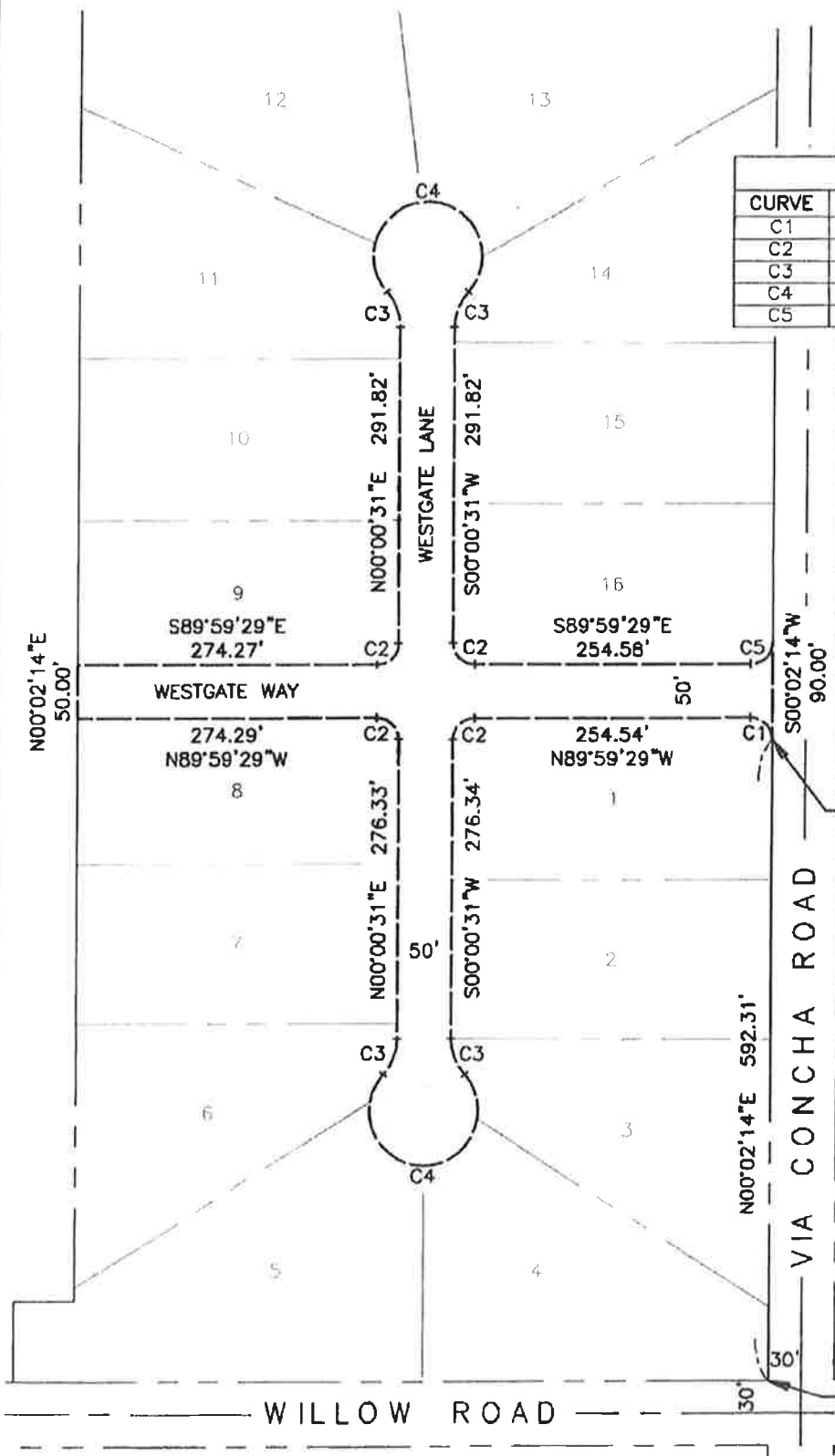
Being a portion of Lot 45 of Division "A" of Pomeroy's Resubdivision of a part of the Los Berros Tract in the County of San Luis Obispo, State of California, according to map recorded September 26, 1903 in Book A, Page 109 of Maps, Office of the Recorder of said county.

Beginning at the southeasterly corner of Lot 45, said corner also being the intersection of the northerly right of way of Willow Road and the westerly right of way of Via Concha Road, thence along the westerly right of way of Via Concha Road with a bearing of North 00°02'14" East, 592.31 feet to the True Point of Beginning, thence leaving the westerly right of way of Via Concha Road along a 20.00 foot radius tangent curve an arc distance of 31.43 feet, through a central angle of 90°01'43" and concave southwesterly; thence tangent to said curve North 89°59'29" West, 254.54 feet; thence along a 20.00 foot radius tangent curve an arc distance of 31.42 feet, through a central angle of 90°00'00" and concave southeasterly; thence tangent to said curve South 00°00'31" West, 276.34 feet; thence along a 50.00 foot tangent curve an arc distance of 36.14 feet, through a central angle of 41°24'35" and concave easterly to a point of reversed curvature; thence along a 50.00 foot tangent curve an arc distance of 229.35 feet, through a central angle of 262°49'09" and concave northerly to a point of reversed curvature; thence along a 50.00 foot tangent curve an arc distance of 36.14 feet, through a central angle of 41°24'35" and concave westerly; thence tangent to said curve North 00°00'31" East, 276.33 feet; thence along a 20.00 foot tangent curve an arc distance of 31.42 feet, through a central angle of 90°00'00" and concave southwesterly; thence tangent to said curve North 89°59'29" West, 274.29 feet to a point on the easterly boundary of Lucia Mar Unified School District Property per Document Number 2003-143010 as recorded in the Office of the County Recorder in the County of San Luis Obispo; thence along said easterly boundary North 00°02'14" East, 50.00 feet; thence departing said easterly boundary South 89°59'29" East, 274.27 feet; thence along a 20.00 foot tangent curve an arc distance 31.42 feet, through a central angle of 90°00'00" and concave northwesterly; thence tangent to said curve North 00°00'31" East, 291.82; thence along a 50.00 foot tangent curve an arc distance of 36.14 feet, through a central angle of 41°24'35" and concave westerly to a point of reversed curvature; thence along a 50.00 foot tangent curve an arc distance of 229.35 feet, through a central angle of 262°49'09" and concave southerly to a point of reversed curvature; thence along a 50.00 foot tangent curve an arc distance of 36.14 feet, through a central angle of 41°24'35" and concave easterly; thence tangent to said curve South 00°00'31" West, 291.82; thence along a 20.00 foot tangent curve an arc distance of 31.42 feet, through a central angle of 90°00'00" and concave northeasterly; thence tangent to said curve South 89°59'29" East, 254.58 feet; thence along a 20.00 foot tangent curve an arc distance of 31.41 feet, through a central angle of 89°58'17" and concave northwesterly; thence South 00°02'14" East, 90.00 feet to the Point of Beginning.

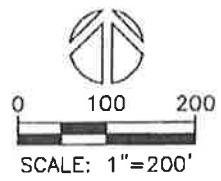
Containing 1.85 acres, more or less.

26 June, 2019

James A. Cooper, LS 9519




CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00	90°01'43"	31.43
C2	20.00	90°00'00"	31.42
C3	50.00	41°24'35"	36.14
C4	50.00	262°49'09"	229.35
C5	20.00	89°56'17"	31.41



JOB NO: 15-525
DATE: 6/26/2019
PAGE 1 OF 1

EXHIBIT B
TRACT 2650
NIPOMO, CALIFORNIA

GTA GARING, TAYLOR & ASSOCIATES, INC.
CIVIL ENGINEERS SURVEYORS PLANNERS
141 SOUTH ELM STREET · ARROYO GRANDE, CA 93420 · (805) 489-1321

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: JULY 3, 2019



AUTHORIZE PURCHASE OF REPLACEMENT TRUCK IN ACCORDANCE WITH APPROVED FY 19-20 BUDGET

ITEM

Authorize staff to purchase replacement truck in accordance with approved FY 19-20 Budget [RECOMMEND AUTHORIZE STAFF TO PURCHASE REPLACEMENT TRUCK FROM PERRY FORD AT A COST OF \$30,292].

BACKGROUND

The District's FY 2019-2020 budget allocated funding for the purchase of one replacement truck. The truck will replace a 2010 Ford pickup truck.

District staff solicited quotes for similarly equipped, readily available trucks from a local dealer as well as through Sourcewell, formerly known as National Joint Powers Alliance (NJPA), a national government purchasing cooperative that the District belongs to, and received quotes as follows:

Dealer	Total Cost Each
Perry Ford	\$30,292
Sourcewell	\$30,576

The vehicle quoted by both vendors meets the District's minimum specifications.

FISCAL IMPACT


Funding in the amount of \$45,000 was allocated in the FY 2019-2020 District budget for the purchase of one replacement truck.

RECOMMENDATION

Staff recommends that the Board, by motion and roll call vote, authorize staff to purchase one replacement truck from Perry Ford in the amount of \$30,292.

ATTACHMENTS

None.

TO: BOARD OF DIRECTOR
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: July 3, 2019



DECLARE 2010 FORD PICKUP TRUCK AND JOHN DEERE 110 TRACTOR SURPLUS AND AUTHORIZE SALE

ITEM

Consider request to declare 2010 Ford pickup truck and John Deere 110 tractor surplus and authorize disposal by sale [RECOMMEND DECLARE 2010 FORD PICKUP AND JOHN DEERE 110 SURPLUS AND AUTHORIZE STAFF TO DISPOSE OF BY SALE].

BACKGROUND

Government agencies that wish to dispose of obsolete equipment and other items need to declare that these items are surplus by the governing board prior to disposal of these items. The District's 2010 Ford pickup truck and John Deere 110 tractor are no longer serviceable and staff requests that the Board declare both surplus and authorize disposal by sale.

FISCAL IMPACT

Development of the staff report required budgeted staff time. Proceeds from the sale will be credited to the Water Fund.

RECOMMENDATION

Staff recommends that the Board declare the 2010 Ford pickup truck and John Deere 110 tractor as surplus and authorize staff to dispose of both by sale.

ATTACHMENTS

None

TO: BOARD OF DIRECTORS

From: MARIO IGLESIAS
GENERAL MANAGER



AGENDA ITEM
E-1
JULY 10, 2019

DATE: JULY 3, 2019

MURPHY PROPERTY RIGHT-OF-ENTRY AGREEMENT

ITEM

Authorize the General Manager to execute a Right-of-Entry Agreement for geo-physical work at Mr. Tim Murphy's Property on Highway 1 and Willow Road (APN 091-192-044) [RECOMMEND AUTHORIZE GENERAL MANAGER TO EXECUTE RIGHT-OF-ENTRY AGREEMENT]

BACKGROUND

The Nipomo Community Services District ("District") is preparing to drill a replacement well at the District's Eureka Well site. The Eureka Well was originally drilled in 1979. The well casing has degraded to the extent that the Eureka Well is no longer serviceable and needs to be replaced.

At your Board's March 13, 2019 Board Meeting, your Board authorized Cannon Corporation ("Cannon") to assist in the well drilling implementation phase of the project. As part of that Task Order, Cannon is to oversee project design elements needed to drill a replacement well. One of the design elements is a conduit. The conduit must be installed under Highway 1 for the purpose of installing a pipeline needed to convey water from the east side of the highway, where the well site is located, to the west side of the highway, where the spray field is located. The spray field will be receiving water during the development of the Eureka well. Once the well is drilled, the District will no longer need the use of the conduit and it will revert over to the property owner.

To construct the necessary conduit described above, Cannon must oversee soil sampling to first complete the design. The two sides of the highway will be sampled; both being on Mr. Murphy's parcel that is bifurcated by Highway 1.

FISCAL IMPACT

The cost of Cannon's work effort is included in the aforementioned Task Order.

STRATEGIC PLAN

Goal 1 – WATER SUPPLY – Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

Goal 2. FACILITIES THAT ARE RELIABLE, ENVIRONMENTALLY SENSIBLE AND EFFICIENT. Plan, provide for and maintain District facilities and other physical assets to achieve reliable, environmentally sensible, and efficient District operations.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the General Manager to execute the agreement.

ATTACHMENTS

- A. Right of Entry Agreement with Exhibit

JULY 10, 2019

ITEM E-1

ATTACHMENT A

RECEIVED
JUL -2 2019
NIPOMO COMMUNITY
SERVICES DISTRICT

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this “**Agreement**”) is dated as of JULY 2, 2019, and is entered into by the Nipomo Community Services District, a California special district (“**NCSD**”), and Murphy Santa Maria 1, LLC, a California limited liability company (“**Owner**”).

RECITALS

A. Owner is the owner of the land described on Exhibit “A” and the improvements, if any, thereon (the “**Property**”).

B. NCSD has requested that NCSD and its contractor(s) be given access to Owner’s Property in order to perform the work described on Exhibit “B” (collectively, the “**Work**”), and Owner is willing to do so on the terms set forth below.

C. The Property is currently leased to Guadalupe Contreras, dba LC Farming Services, Inc., (“**Tenant**”) for the purpose of growing and harvesting strawberries (“**Farming Operations**”). The lease terminates on August 31, 2019.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, NCSD and Owner agree as follows:

1. Access. NCSD and its contractors shall have the right to enter upon the Property from the date hereof until September 1, 2019, and to conduct the Work. NCSD shall coordinate such access to the Property with the Tenant so as to minimize any interference with the Farming Operations. Owner shall provide NCSD with current contact information for Tenant to facilitate this coordination.
2. Non-Interference with Tenant Farming Operations. To the extent reasonably possible, NCSD and its contractors shall conduct the Work in a manner so as to not disrupt the Farming Operations of the Tenant. In the event that it is necessary to disrupt the Farming Operations to complete the Work, NCSD shall reimburse the Tenant for the reasonable value of any damage to growing crops and/or loss of harvestable fruit.
3. Maintenance of Existing Irrigation System. The Tenant relies on improvements to the Property including the water well, pumping plant, underground distribution lines and above ground sprinklers (“**Irrigation System**”) to conduct Farming Operations. In the event that NCSD or its contractors cause any damage to the Irrigation System, the Tenant shall have the right to make immediate necessary repairs to restore the Irrigation System to its pre-existing condition. NCSD shall be responsible for the reasonable costs of any such repairs. In order to minimize the potential for damage to the Irrigation System, the Tenant or Owner shall, within a reasonable time frame following receipt of a request from NCSD, mark any underground irrigation in the area of the Work.

4. Indemnity. NCSD shall indemnify, defend, and hold Owner harmless from and against any and all claims, liabilities, losses, damages, costs and expenses suffered, incurred or sustained by Owner as a result of, by reason of, or in connection with the Work.

5. Insurance. NCSD shall maintain reasonable liability insurance for the Work, naming Owner as additional insured.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands, or requests given by mailing shall be deemed given on the date of delivery, or attempted delivery shown on the return receipt; and those given by commercial courier shall be deemed given one (1) business day after the date of deposit with the commercial courier for overnight delivery.

7. Assignment. This Agreement may not be assigned.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Luis Obispo.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording. This Agreement does not grant any interest in the Property. In no event shall this Agreement or any memorandum hereof be recorded.

11. Attorneys' Fees. In the event an action is filed by either party in connection with this Agreement, the prevailing party (as determined by the trier of fact) shall be entitled to receiving from the other party all of the prevailing party's attorney's fees and costs incurred in connection therewith.

12. Owner Representations. Owner represents and warrants that it is the owner of the Property, and that nothing recorded against the Property conflicts with the rights given hereunder.

IN WITNESS WHEREOF, NCSD and Owner have caused this Agreement to be executed on the day and year first written above.

OWNER:

Murphy Santa Maria 1, LLC, a California
limited liability company

NCSD:

Nipomo Community Services District, a
California special District

By: Tim Murphy
Print Name: TIM MURPHY
Title: MANAGER

Address for notices:

135 N. HALCYON, ST. D
ARROYO GRANDE, CA 93420

Mario Iglesias, General Manager

Address for notices:

148 South Wilson Street
Nipomo, CA 93444
Attn: General Manager

APPROVED AS TO FORM:

Richards, Watson & Gershon, APC

By: _____
Whitney McDonald, District Counsel

EXHIBIT "A"

DESCRIPTION OF LAND

The North half of Lot 24 in Division "A" of Pomeroy's Resubdivision of the Los Berros Tract, in the County of San Luis Obispo, State of California, according to map filed for record September 26, 1903 in Book A, Page 109 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion condemned by the State of California for State highway purposes in Final Order of Condemnation, a certified copy of which recorded September 27, 2004 as Document No. 2004-085055 of Official Records.

Together with any portion contained within the Vacation of Superseded State Highway in the County of San Luis Obispo, Road 05-SLO-1-PM 5.0 Request No. 11511 recorded February 7, 2012 as Instrument No. 2012007087 of Official Records.

A.P.N. 091-192-044 AND 091-192-053

EXHIBIT "B"

DESCRIPTION OF THE WORK

The Right of Entry granted hereunder is for the purpose of allowing the District, its agents and employees, to enter upon the Property, to: take photographs, make studies, surveys, examinations, tests, soundings, borings, samplings, appraisals, or to engage in similar activities, related to the potential purchase of a temporary easement over the Property (or any part thereof) by the District.

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: JULY 3, 2019

**AGENDA ITEM
E-2
JULY 10, 2019**

**AUTHORIZE STAFF TO EXECUTE AGREEMENT FOR
DEWATERING OF BLACKLAKE WASTEWATER RECLAMATION
FACILITY SLUDGE WITH KARL NEEDHAM ENTERPRISES
IN THE AMOUNT OF \$252,880**

ITEM

Authorize staff to execute agreement for dewatering of Blacklake Wastewater Reclamation Facility sludge with Karl Needham Enterprises in the amount of \$252,880 [RECOMMEND ADOPT RESOLUTION AUTHORIZING STAFF TO EXECUTE AGREEMENT FOR DEWATERING SLUDGE].

BACKGROUND

Sludge from the Blacklake Wastewater Reclamation Facility (WRF) must periodically be extracted from the bottom of the ponds to maintain treatment capability and effluent quality. The sludge level in Treatment Pond 2 has accumulated to a point that sludge needs to be removed from the pond. The most cost effective and efficient way to remove the sludge is to dredge the sludge from the pond, mechanically dewater it and haul it offsite for disposal.

Staff solicited proposals from vendors to provide sludge dewatering services. Karl Needham Enterprises (KNE) provided a proposal with a not to exceed price of \$252,880. KNE specializes in the dewatering of water treatment and wastewater treatment solids. KNE is proposing to utilize a dredge to pump the sludge from the pond into a portable centrifuge that will dewater biosolids and then place the dewatered biosolids into transport trailers for hauling offsite for disposal. KNE recently successfully completed a sludge dewatering operation at the District's Southland Wastewater Treatment Facility.

FISCAL IMPACT

The FY 2019-2020 Blacklake Sewer Budget includes \$289,000 for biosolids disposal.

STRATEGIC PLAN

Goal 2. FACILITIES THAT ARE RELIABLE, ENVIRONMENTALLY SENSIBLE AND EFFICIENT. Plan, provide for and maintain District facilities and other physical assets to achieve reliable, environmentally sensible, and efficient District operations.

Goal 5. OPERATIONS. Maintain a proactive program to ensure readiness of systems and cost-effectiveness of operations.

RECOMMENDATION

Staff recommends that the Board, by motion and roll call vote, adopt Resolution 2019-XXXX Blacklake WRF Sludge Dewatering, authorizing General Manager to execute agreement for dewatering of Blacklake Wastewater Reclamation Facility sludge with Karl Needham Enterprises in the amount of \$252,880.

ATTACHMENTS

- A. Resolution 2019-XXXX Blacklake WRF Sludge Dewatering

JULY 10, 2019

ITEM E-2

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING STAFF TO EXECUTE
AGREEMENT FOR DEWATERING BLACKLAKE WASTEWATER RECLAMATION FACILITY
SLUDGE WITH KARL NEEDHAM ENTERPRISES IN THE AMOUNT OF \$252,880**

WHEREAS, sludge from the District's Blacklake Wastewater Reclamation Facility (WRF) must periodically be extracted from the bottom of the ponds to maintain treatment capability and effluent quality; and

WHEREAS, the sludge level in Treatment Pond 2 has accumulated to a point that sludge needs to be removed from the pond; and

WHEREAS, the most cost effective and efficient way to remove the sludge is to dredge the sludge from the pond, mechanically dewater it and haul it offsite for disposal; and

WHEREAS, District Purchasing Policy Resolution 2010-1201 provides for the procurement professional services through non-competitive negotiations in limited situations; and

WHEREAS, Karl Needham Enterprises is uniquely knowledgeable and qualified to provided sludge dewatering services to the District; and

WHEREAS, Karl Needham Enterprises has previously successfully completed a sludge dewatering project for the District's Southland Wastewater Treatment Facility.

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

- 1) The above recitals are true and correct and constitute findings for the exclusive use of Karl Needham Enterprises to provide sludge dewatering services for the Blacklake Wastewater Reclamation Facility.
- 2) The District Board of Directors does hereby direct District staff to execute an agreement with Karl Needham Enterprises in the amount of \$252,880.

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

**AYES:
NOES:
ABSENT:
CONFLICTS:**

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING STAFF TO EXECUTE
AGREEMENT FOR DEWATERING BLACKLAKE WASTEWATER RECLAMATION FACILITY
SLUDGE WITH KARL NEEDHAM ENTERPRISES IN THE AMOUNT OF \$252,880**

The foregoing resolution is hereby adopted this 10th day of July 2019.


ED EBY
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND
LEGAL EFFECT:

MARIO IGLESIAS
General Manager and
Secretary to the Board

WHITNEY G. McDONALD
District Legal Counsel

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF ENGINEERING
AND OPERATIONS
DATE: JULY 3, 2019



**CONSIDER REQUEST FOR WATER, SEWER, AND
SOLID WASTE SERVICE (INTENT-TO-SERVE LETTER) FOR
A MIXED USE (COMMERCIAL AND RESIDENTIAL) DEVELOPMENT
LOCATED AT 115 SPARKS STREET, APN 090-143-005**

ITEM

Consider request for water, sewer and solid waste service (Intent-to-Serve Letter) for a mixed use (commercial and residential) development located at 115 Sparks Street, APN 090-143-005 [RECOMMEND CONSIDER INTENT-TO-SERVE LETTER AND APPROVE WITH CONDITIONS].

BACKGROUND

The District received an application for water, sewer and solid waste service for a project at 115 Sparks Street, APN 090-143-005, on May 16, 2019. The applicant, Edward Evenson, is requesting water, sewer, and solid waste service for a mixed used (commercial and residential) development.

The project will consist of two commercial spaces and four residential units on one existing parcel. The existing 0.23 acre parcel is zoned Mixed Use and the District does not currently provide water, sewer or solid waste service for the parcel.

The project will be required to obtain water, sewer and solid waste service in compliance with current District standards. Any existing well(s) on the property will not be utilized to provide domestic water service to any part of the project.

In accordance with the District's Supplemental Water Accounting Policy, Resolution 2015-1372, water demand for the project will be tracked against the 500 AFY supplemental water project capacity reservation for new development. Based on the preliminary information provided, total water demand for the project is estimated at 3.1 acre-feet per year (AFY). Sufficient supplemental water for the project is available.

Sufficient wastewater treatment capacity for the project is available in the District's Southland WWTF.

FISCAL IMPACT

Water and sewer capacity fees will be based on the domestic and irrigation meter sizes requested for the final County approved project as well as CAL FIRE's fire service requirements. Based on the preliminary information provided, the following services are proposed:

- Domestic: 1 @ 2-inch
- Irrigation: 1 @ 1-inch
- Fire: 1 @ 4-inch
- Sewer: 1 service

The estimated fee deposit for the project is \$139,856.75 based on the current FY 19-20 District fee schedule. Fees for Connection shall be calculated and owing as of the date the District accepts the public water and sewer improvements for the project and sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.

RECOMMENDATION

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

PROJECT-SPECIFIC CONDITIONS

- A single 2-inch meter and backflow assembly shall be provided for indoor water use. Water capacity charges are applicable.
- A separate 1-inch irrigation meter and backflow assembly shall be provided for outdoor irrigation use. Water capacity charges are applicable.
- A separate 4-inch or larger fire sprinkler service, as required and approved by CAL FIRE of SLO County, shall be provided for fire sprinkler service. Fire capacity charges are applicable.

STANDARD CONDITIONS

- Project shall obtain solid waste, sewer and water service for all parcels.
- CAL FIRE of SLO County must approve the development plans prior to District approval. Fire capacity charges are applicable if dedicated fire service lateral(s) are required.
- Properly abandon any existing groundwater wells and provide documentation to District.
- Record a restriction, subject to District approval, on the property prohibiting the use of well(s) to provide water service to any parcel within the Project.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- 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.
- 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 lot configuration.
- Any easements required for water and sewer 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 and sewer laterals shall be recorded prior to final improvement plan approval and shall be subject to District approval.
- All water and sewer 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 sets the water meter(s) 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 Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and water and sewer improvements
 - Offer of Dedication
 - Engineer's Certification
 - Summary of all water and sewer improvement costs
- Solid waste collection services are mandatory. Applicant shall provide proof that the Project is provided with solid waste removal services in accordance with District regulations.
- 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, if applicable, and the final payment of all charges and fees owed to the District.
- This letter is void if land use is other than mixed use (commercial and residential) 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 the 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.
- District service is conditioned on the applicant complying with all terms, conditions, rules, and regulations of other agencies that have jurisdiction over the project.
- This Intent-to-Serve letter shall not be interpreted as the District's Board of Directors endorsement of the project.
- 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
- B. Site Plan
- C. Supplemental Water Project Accounting Summary
- D. Resolution 2015-1372

JULY 10, 2019

ITEM E-3

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
Website: ncsd.ca.gov

Office use only:
Date and Time
Complete
Application and
fees received:
RECEIVED
MAY 16 2019

NIPOMO COMMUNITY
SERVICES DISTRICT
2:18 pm

INTENT-TO-SERVE APPLICATION

1. This is an application for: Sewer and Water Service Water Service Only
2. SLO County Planning Department/Tract or Development No.: DRC2014-00150 EVENSON
3. Project location: 115 SPARKS ST
4. Assessor's Parcel Number (APN) of lot(s) to be served: 090-143-005, 7, 5
5. Owner Name: EVENSON EDWARD
6. Mailing Address: 1691 SEE CANYON RD SAN LUIS OBISPO CA 93405
7. Email: EPLEPID@SBLGLOBAL.NET
8. Phone: 805-235-5812 FAX: _____
9. Agent's Information (Architect or Engineer):
 Name: N/A
 Address: _____
 Email: _____
 Phone: _____ FAX: _____
10. Type of Project: (check box) (see Page 3 for definitions)

<input type="checkbox"/> Single-family dwelling units	<input type="checkbox"/> Multi-family dwelling units
<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Mixed Use (Commercial and Residential)
11. Does this project require a sub-division? Yes No
 If yes, number of new lots created 0
12. Site Plan:

For all projects, submit three (3) standard size (24" x 36") and one reduced copy (8½" x 11") of site plans.

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable. Note that the District only provides one domestic meter per Assessor Parcel Number (APN).
13. Board Approval:
 Board approval is required for the following type of projects:
 - more than four dwelling units
 - property requiring sub-divisions
 - higher than currently permitted housing density
 - commercial developments

14. RESIDENTIAL SERVICE

Single Family Residential (SFR)

Number of APN's created		Proposed number of SFR	
-------------------------	--	------------------------	--

Multi-Family Residential (MFR)

Number of APN's created		Proposed number of MFR	
Number of Domestic Meter(s)		Estimated Meter Size(s)	
Number of Landscape Meter(s)		Estimated Meter Size(s)	
Number of Fire System(s)		Estimated Meter Size(s)	

15. COMMERCIAL AND/OR MIXED USE SERVICE DEMAND ESTIMATES:

Commercial and Mixed Use

Number of APN's created	1	Proposed number of residential dwellings	
Number of Domestic Meter(s)	4	Estimated Meter Size(s)	1"
Number of Landscape Meter(s)	4	Estimated Meter Size(s)	1"
Number of Fire System(s)	2	Estimated Meter Size(s)	

Provide an estimate of yearly water (AFY) and sewer (gallons) demand for the project prepared by a licensed Engineer/Architect. T-1

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.....See Attached Fee Schedule on Page 3

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 16, 2019 Signed EDWARD EVENSON
(Must be signed by owner or owner's agent)

Print Name ED EVENSON

DEFINITIONS

(Please note – these definitions do NOT reconcile with standard SLO County Planning Department definitions)

Single-family dwelling unit – means a building designed for or used to house not more than one family.

Secondary dwelling units – means an attached or detached secondary residential dwelling unit on the same parcel as an existing single-family (primary) dwelling. A secondary unit provides for complete independent living facilities for one or more persons.

Multi-family dwelling unit – means a building or portion thereof designed and used as a residence for three or more families living independently of each other under a common roof, including apartment houses, apartment hotels and flats, but not including automobile courts, or boardinghouses.

Two-family dwelling units (duplex) – means a building with a common roof containing not more than two kitchens, designed and/or used to house not more than two families living independently of each other.

Commercial – all non-residential and mixed-use projects.

APPLICATION FEES AND CHARGES
EFFECTIVE July 1, 2018

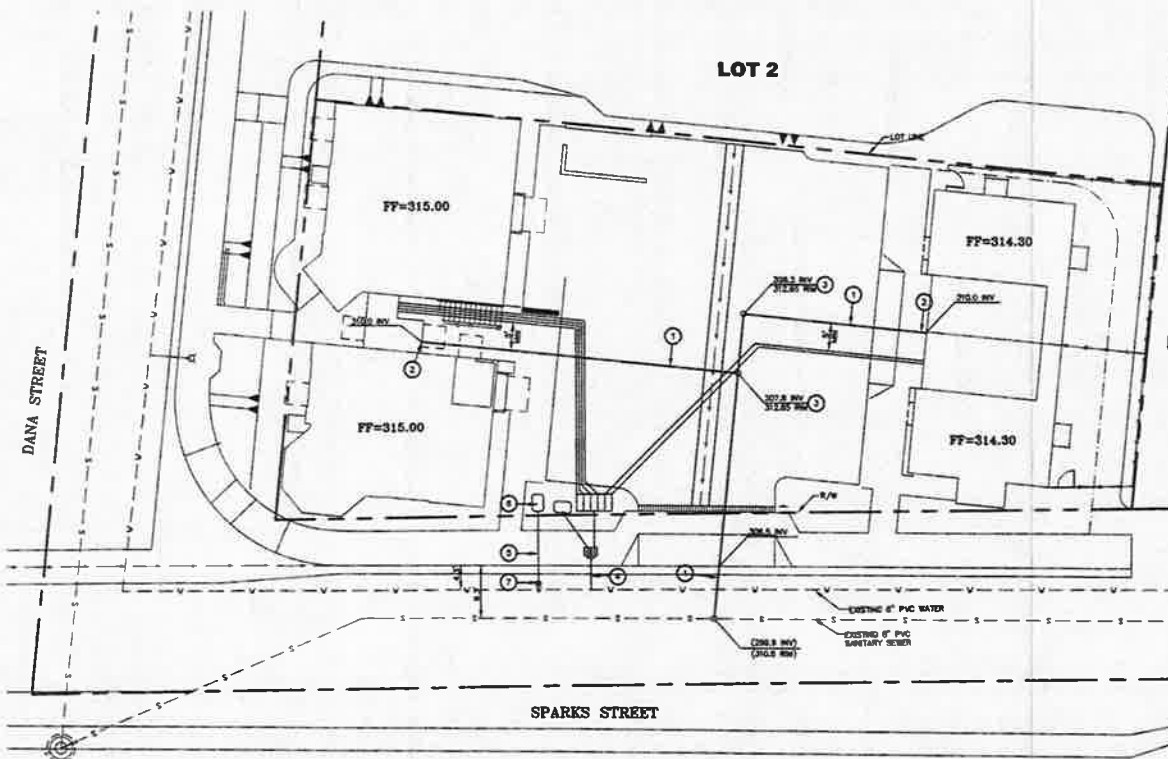
PROJECT SIZE/TYPE	TOTAL AMOUNT DUE AT TIME OF APPLICATION**
Residential <4 units	\$1,196.96
Residential 4-20 units	\$1,644.14
Residential > 20 units	\$1,935.77
Commercial <1 acre	\$1,644.14
Commercial 1-3 acres	\$1,935.77
Commercial > 3 acres	\$2,674.55
* Mixed Use with less than 4 Dwelling Units	\$1,935.77
* Mixed Use with four or more Dwelling Units	\$2,674.55
*Outside Consulting and Legal fees will be billed to the Applicant at direct rate.	

**Commencing on July 1, 2008 and each year thereafter the Application Fees shall be adjusted by a Consumer Price Index formula.

JULY 10, 2019

ITEM E-3

ATTACHMENT B

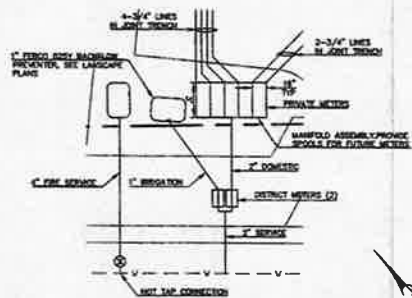


GENERAL UTILITY NOTES

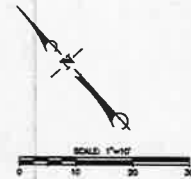
1. UTILITY RECORDING FOR SEWER AND WATER TO CONFORM TO HPCD COMMUNITY SERVICES DISTRICT STANDARD DRAWING 5-4. ALTERNATE A.
2. POINTS OF CONNECTION AT BUILDING TO BE FIELD VERIFIED AT TIME OF CONSTRUCTION.
3. CONTRACTOR TO IDENTIFY ANY POTENTIAL CONFLICTS PRIOR TO INSTALLATION. ANY SUCH CONFLICTS TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
4. REFER TO SEPARATE PLANS BY OTHERS FOR ALL OTHER UTILITIES.

CONSTRUCTION NOTES

1. INSTALL 6" PVC STEEP SEWER LATERAL PER HPCD COMMUNITY SERVICES DISTRICT STANDARD DRAWING 5-4. ALTERNATE A.
2. BRANCH TO 2-4" LINES AT BUILDING.
3. INSTALL SEWER CLEANOUT PER SAN LUIS OBISPO COUNTY STANDARD DRAWING 5-4.
4. INSTALL 2" WATER SERVICE WITH 3 METERS PER HPCD COMMUNITY SERVICES DISTRICT STANDARD DRAWING 5-4 AND DETAIL A HEREON. ALL PIPE TO BE SCHEDULE 40 PVC.
5. INSTALL 4" CLASS B PVC FIRE SPRINKLER SERVICE LATERAL. USE 8"X4" TAPPING SLEEVE, HULLER MODEL 11-815, OR APPROVED EQUAL. SEE NOTE 7 FOR VALVE.
6. 4" BACKFLOW PREVENTER PER FIRE SPRINKLER PLANS.
7. INSTALL 4" VALVE BOX ASSEMBLY PER HPCD COMMUNITY SERVICES DISTRICT STANDARD DRAWING 5-7.



DETAIL A



- WATER NOTES**
1. THE WATER FACILITIES TO BE ORDERED TO THE HCD (DISTRICT) SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE HCD STANDARD SPECIFICATIONS.
 2. THE DISTRICT SHALL BE ADVISED AT LEAST TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION TELEPHONE (925) 829-1133. CONSTRUCTION WILL NOT TAKE PLACE ON HOLIDAYS UNLESS SPECIFICALLY APPROVED BY DISTRICT.
 3. THE CONSTRUCTION PLANS MUST BE APPROVED BY THE DISTRICT PRIOR TO THE START OF ANY WATER FACILITY CONSTRUCTION AND (2) SETS OF APPROVED PLANS SHALL BE FURNISHED TO THE DISTRICT AND ONE (1) SET TO THE DISTRICTS ENGINEER. PRIOR TO DISTRICT APPROVAL, THE PLANS MUST BE SIGNED BY A CALIFORNIA REGISTERED CIVIL ENGINEER.
 4. ALL PVC MATERIALS, MANHOLES AND INSTALLATION SHALL CONFORM TO THE LATEST EDITIONS OF THE HCD SPECIFICATIONS.
 5. PRIOR TO ACCEPTANCE OF THE WATER FACILITIES ALL NECESSARY EVIDENCE DOCUMENTS SHALL BE PROPERLY INDEXED AND RECORDED. THREE (3) COPIES EACH OF THE RECORDED DOCUMENTS SHALL BE FURNISHED TO THE DISTRICT.
 6. WATER LINES SHALL BE INSTALLED 8-FEET FROM THE FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
 7. ALL WATER SERVICES SHALL BE METEOR. SERVICE EMPLOYEES TO MAKE CONNECTION TO METERS.
 8. CONTRACTORS WILL EQUIPMENT ALL NEW AND EXISTING WATER MAINS TO EXISTING WATER MAINS WITH THE DISTRICT TO MAINTAIN SERVICE. HYDRO-PNEUMATIC TANKS AT LEAST 2 WORKING DAYS NOTICE PRIOR TO CONSTRUCTION.
 9. THE WATER SYSTEM, INCLUDING LATERALS, SHALL BE HYDROSTATICALLY TESTED PRIOR TO FINISHING STREET PAVEMENT.
 10. VALVES SHALL BE FLANGED OR FLANGED TO FITTINGS WHICH LOCATED AWAY FROM FITTINGS.
 11. WATER LINES SHALL HAVE A MINIMUM COVER OF 36 INCHES.
 12. FITTINGS SHALL BE FLANGED OR MECHANICAL JOINTS.
 13. CONNECTION SHALL ADJUST WATER MAINS. FIRE HYDRANT BLOW-OFF FLANGES, WATER MAINS, ETC. TO SUBSTATION FROM CHECKS AFTER CONCRETE CURBS, SIDEWALKS AND STREETS HAVE BEEN CONSTRUCTED AT 40 DAYS TO DISTRICT.
 14. WATER FIRE HYDRANTS ARE INSTALLED OR UP OR ON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS. ALSO CONTRACTOR SHALL OBTAIN "TIE DOTS". A TWO FOOT FRONT APPROACH SHALL BE USED TO INSTALL THE HYDRANT. ONE HYDRANT SHALL BE INSTALLED PERMANENTLY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVED 8-INCHES DISTANCE FROM THE CENTERLINE OF THE STREET OR THE HIGHWAY SIDE OF THE STREET.
 15. SERVICE SHALL BE MADE CONNECTION BY THE MAIN AND TO HAVE THE WATER MAINS "CUT" UNDER THE BELIEF" SHALL TO BE INSTALLED 15-INCHES ABOVE THE SERVICE.
 16. FIRE HYDRANTS, WATER MAINS AND BRANCHES SHALL BE LOCATED NO CLOSER THAN 3-FEET FROM RECORDING OF CURB RETURN, SIDEWALK OR ANY OTHER UTILITY.
 17. EXISTING CONSTRUCTION OF THE IMPROVEMENTS, THE OTHER SHALL BE REMOVED FROM THE PLANS ON A SET OF PLANS SPECIFICALLY SET ASIDE FOR THIS PURPOSE. ANY CHANGES SHALL BE MADE ON THE ORIGINALS OF THE PLANS WITH A SENSIBLE MARK OR CHECK CHECK. SIGNING THAT THE ORIGINALS ARE THE "LATEST" VERSIONS.
 18. UPON COMPLETION OF CONSTRUCTION, ONE COMPLETE SET OF RECORD DRAWINGS, ORIGINAL PLATS OR UPDATES ALONG WITH ELECTRONIC (PDF) FILES SHALL BE FURNISHED TO THE DISTRICT.
 19. WORK SHALL BE DONE IN ACCORDANCE WITH THE APPROPRIATE DEPARTMENTAL PERMITS.
 20. DISTRICTS APPLICABLE PER DISTRICT STANDARDS - DO NOT USE UNLESS SPECIFICALLY APPROVED.

HPCD COMMUNITY SERVICES DISTRICT	
STANDARD WATER NOTES	
DATE	REVISION

SEWER NOTES

1. THE SEWER FACILITIES TO BE ORDERED TO THE HCD (DISTRICT) SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE HCD STANDARD SPECIFICATIONS OF THE DISTRICT.
2. THE DISTRICT SHALL BE ADVISED AT LEAST TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION TELEPHONE (925) 829-1133.
3. THE CONSTRUCTION PLANS MUST BE APPROVED BY THE DISTRICT PRIOR TO THE START OF ANY SEWER CONSTRUCTION AND (2) SETS OF APPROVED PLANS SHALL BE FURNISHED TO THE DISTRICT AND ONE (1) SET TO THE DISTRICTS ENGINEER. PRIOR TO DISTRICT APPROVAL, THE PLANS MUST BE SIGNED BY A CALIFORNIA REGISTERED CIVIL ENGINEER.
4. PRIOR TO ACCEPTANCE OF THE SEWER FACILITIES ALL NECESSARY EVIDENCE DOCUMENTS SHALL BE PROPERLY INDEXED AND RECORDED. THREE (3) COPIES EACH OF THE RECORDED DOCUMENTS SHALL BE FURNISHED TO THE DISTRICT.
5. PRIOR TO THE ACCEPTANCE OF THE SEWER FACILITIES, ALL PIPING SHALL BE INSTALLED, INSPECTED, AND TESTED FOR LEAKAGE AND IMPERMEABILITY. ALL PIPING SHALL BE BELANDER INSPECTED.
6. THE MANHOLE FRAME AND COVER AND CONCRETE SUPPORT FOR MANHOLES SHALL BE ORDERED AND CONSTRUCTED TO FINISH FLOOR GRADE AFTER PAVING IS COMPLETED. THE MANHOLE SHALL NOT BE MORE THAN 12" FROM THE CURB. ONE SEWER SYSTEM SHALL BE COVERED PRIOR TO ACCEPTANCE.
7. WORK SHALL BE DONE IN ACCORDANCE WITH THE APPROPRIATE DEPARTMENTAL PERMITS.
8. THE SEWER SYSTEM, INCLUDING LATERALS, SHALL BE HYDROSTATICALLY TESTED PRIOR TO FINISHING STREET PAVEMENT.
9. EXISTING SEWER LOCATIONS AND PLUMBING CLEANOUTS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE START OF CONSTRUCTION OF THE DISTRICT SHALL BE ORDERED IMMEDIATELY OF ANY DISCREPANCIES.
10. UPON COMPLETION OF CONSTRUCTION, ONE COMPLETE SET OF RECORDS, ORIGINAL PLATS OR UPDATES ALONG WITH ELECTRONIC (PDF) FILES SHALL BE FURNISHED TO THE DISTRICT.
11. MANHOLES SHALL BE COVERED PER DISTRICT STANDARDS.

HPCD COMMUNITY SERVICES DISTRICT	
STANDARD SEWER NOTES	
DATE	REVISION

Under Ground Service Alert of Southern California
Call: TOLL FREE 1-800-422-4188
TWO WORKING DAYS BEFORE YOU DIG

© COPYRIGHT 2013 SYLVAGGIO DESIGN
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SYLVAGGIO DESIGN.

APPROVALS
DATE: 10/1/2013
DRAWN BY: J. SYLVAGGIO
CHECKED BY: J. SYLVAGGIO
SCALE: AS SHOWN

UTILITY
DESIGNED BY: SYLVAGGIO DESIGN
UTILITY PLAN
JOB NO. 13-0101-01 SCALE: AS SHOWN

SYLVAGGIO DESIGN
15 SPARKS STREET
SAN JOSE, CA 95131

DWG. NO. C12

1 OF 1

JULY 10, 2019

ITEM E-3

ATTACHMENT C

**Nipomo Community Services District
New Development Supplemental Water Accounting**

Summary Since January 25, 2008

	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500
Supplemental Water Reserved (Will Serve Letter Issued)	116	-61.2
Subtotal Net Supplemental Water Available for Allocation	831	438.8
Supplemental Water Assigned (Intent-to-Serve Issued)	51.6	-27.2
Total Remaining Supplemental Water Available for Allocation	779.4	411.5

As of July 3, 2019

JULY 10, 2019

ITEM E-3

ATTACHMENT D

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

WHEREAS, the Nipomo Community Services District ("District") is a party to a groundwater adjudication, Santa Maria Valley Water Conservation District v. City of Santa Maria, etc. et al., Case No. CV 770214 ("Groundwater Litigation"); and

WHEREAS, the District's current water supply is groundwater extracted from the Nipomo Mesa Management Area (NMMA) as established by the court in the Santa Maria Groundwater Litigation (also referred to as the Nipomo Mesa Water Conservation Area (NMWCA) by the County of San Luis Obispo, pursuant to County Ordinance 3090), of the Santa Maria Groundwater Basin; and

WHEREAS, pursuant to Section VID(1) of the June 2005 Stipulation as incorporated into the January 25, 2008, Final Judgment in the Groundwater Litigation, the Nipomo Mesa Management Area Technical Group has declared that a "Potentially Severe Water Shortage Condition" exists within the Nipomo Mesa Management Area; and

WHEREAS, the San Luis Obispo County Department of Planning and Building's 2004 Resource Capacity Study for the Water Supply in the Nipomo Mesa Area recommended a Level of Severity III (existing demand equals or exceeds dependable supply) be certified for the Nipomo Mesa Area and that measures be implemented to lessen adverse impacts of future development (said Study and referenced documents are incorporated herein by reference); and

WHEREAS, the San Luis Obispo County Board of Supervisors ("County") in June 2007, certified the Nipomo Mesa Water Conservation Area as a Severity Level III, meaning that existing water demand equals or exceeds the dependable supply; and

WHEREAS, the resource protection goals of the San Luis Obispo County South County Area Plan includes the following:

- Balance the capacity for growth allowed by the Land Use Element with the sustained availability of resources.
- Avoid the use of public resources, services and facilities beyond their renewable capacities, and monitor new development to ensure that its resource demands will not exceed existing and planned capacities or service levels; and

WHEREAS, the District is constructing a supplemental water project to increase its available water supply and meet the District's share of the court ordered commitment to bring a minimum of 2,500 AFY of supplemental water to the Nipomo Mesa Management Area (NMMA); and

WHEREAS, the District's supplemental water project includes a 500 AFY capacity reservation for new development within the District's existing boundaries consistent with the court order requirements that all new urban water demand within the NMMA be met with new developed water; and

WHEREAS, the purpose of the Supplemental Water Accounting Policy is to account for water reserved for all new development within the District against the 500 AFY supplemental water project capacity to ensure that the District does not over reserve or under reserve water for future development; and

WHEREAS, the Supplemental Water Accounting Policy will allow the District to track when it is getting close to fully accounting for and reserving the 500 AFY of supplemental water so that the District can plan for acquiring additional supplies; and

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

WHEREAS, the policy shall apply to all new development applications initiated or renewed after January 25, 2008; and

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors finds:

- A. That the purpose and intent of this Resolution is consistent with the purposes found in the Judgment and Stipulation in the Ground Water Litigation imposing a physical solution to assure long term sustainability of the groundwater basin and the San Luis Obispo County's certification of a Severity Level III for the waters underlying the NMWCA and;
- B. That adopting this Resolution will ensure the water supply for the greater public benefit, with particular regards to domestic use, sanitation and fire protection by ensuring that all new urban demand within the District is satisfied with new developed water and;

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors further finds this Resolution is adopted for the protection of the health, safety and welfare of District water customers who depend on the underlying ground water basin as their source of water supply.

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

- 1. Exhibit "A", attached hereto, is hereby incorporated by this reference as the District's Supplemental Water Accounting Policy
- 2. The above Recitals are true and correct and incorporated herein by reference.

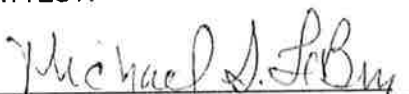
Upon the motion of Director Armstrong, seconded by Director Gaddis, and on the following roll call vote, to wit:

AYES: Directors Armstrong, Gaddis, Eby, Woodson and Blair
NOES: None
ABSENT: None
CONFLICTS: None

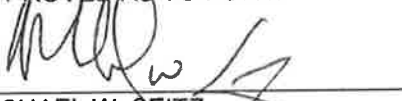
the foregoing resolution is hereby adopted this 8th day of April 2015.


CRAIG ARMSTRONG
President of the Board

ATTEST:


MICHAEL S. LEBRUN
General Manager and Secretary to the Board

APPROVED AS TO FORM:


MICHAEL W. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

EXHIBIT A

**NIPOMO COMMUNITY SERVICES DISTRICT
SUPPLEMENTAL WATER ACCOUNTING POLICY**

Background

The District is constructing a supplemental water project to increase its available water supply and meet the District's share of the court ordered commitment to bring a minimum of 2,500 AFY of supplemental water to the Nipomo Mesa Management Area (NMMA). In addition, the District's supplemental water project includes a 500 AFY capacity reservation for new development within the District's existing boundaries consistent with the court order requirements that all new urban water demand within the NMMA be met with new developed water.

Purpose

The purpose of the Supplemental Water Accounting Policy is to account for water reserved for all new development within the District against the 500 AFY supplemental water project capacity to ensure that the District does not over reserve or under reserve water for future development. In addition, the District needs to track when it is getting close to fully accounting for and reserving the 500 AFY of supplemental water so that the District can plan for acquiring additional supplies. The policy shall apply to all new development applications initiated or renewed after January 25, 2008.

Supplemental Water Accounting

The policy is based on the use of equivalent meters and five-year average total production for assigning a volume of supplemental water to new water connections. Based on the data from FY 09-10 to FY 13-14, a 1-inch equivalent meter will be assigned a volume of .53 AFY.

Supplemental water for all new water connections, residential and commercial, will be accounted for based on meter size. Meter capacity ratios, which are based on physical meter capacity, will be used to account for and reserve water for other size meters as follows:


METER SIZE	CAPACITY RATIO	ASSIGNED VOLUME
1 inch and Less	1.0	0.53 acre feet
1 and ½ inch	3.0	1.59 acre feet
2 inch	4.8	2.54 acre feet
3 inch	9.0	4.77 acre feet
4 inch	15.0	7.95 acre feet

Connections larger than 4-inch will be calculated as needed on a case by case basis.

Water will be assigned to new development when Intent-to-Serve letters, that are subject to expiration, are issued and reserved for new development when Will-Serve letters are issued.

Supplemental water accounting totals shall be reported to the Board monthly in the General Manager's report.

The Supplemental Water Accounting Policy shall be reviewed annually in January.

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF ENGINEERING
AND OPERATIONS
DATE: JULY 3, 2019



CONSIDER REQUEST FOR WATER AND SOLID WASTE SERVICE (INTENT-TO-SERVE LETTER) FOR CO 18-0042, A 4 PARCEL RESIDENTIAL DEVELOPMENT AT 750 SANDYDALE DRIVE, APN 091-325-059

ITEM

Consider request for water and solid waste service (Intent-to-Serve Letter) for CO 18-0042, a 4-parcel residential development at 750 Sandydale Drive, APN 091-325-059 [RECOMMEND CONSIDER INTENT-TO-SERVE LETTER AND APPROVE WITH CONDITIONS].

BACKGROUND

The District received an application for water and solid waste service for CO 18-0042, 750 Sandydale Drive, APN 091-325-059, on June 4, 2019. The applicant, Alexander Glotov, is requesting water and solid waste services for a 4 unit residential subdivision.

The project will consist of a subdivision of 1 existing parcels into 4 residential lots. The existing 4.77 acre parcel is zoned Residential Suburban and the District currently provides water and solid waste service to the parcel.

All parcels, existing and planned, will be required to obtain water and solid waste service in compliance with current District standards. Any existing well(s) on the property will not be utilized to provide domestic water service to any part of the project.

In accordance with the District's Supplemental Water Accounting Policy, Resolution 2015-1372, water demand for the project will be tracked against the 500 AFY supplemental water project capacity reservation for new development. Based on the preliminary information provided, total water demand for the project is estimated at 2.11 acre-feet per year (AFY). After applying a credit of 1.58 AFY for the existing services (3 @ 1-inch), the project's supplemental water demand is estimated at 0.53 AFY. Sufficient supplemental water for the project is available.

FISCAL IMPACT

Water capacity fees will be based on the domestic sizes requested for the final County approved project as well as CAL FIRE's fire service requirements. Based on the information provided, the following services are proposed:

- Domestic: 4 @ 1-inch

The estimated fee deposit for the project is \$12,459.00 based on the current FY 19-20 District fee schedule including a credit for 3 existing 1-inch services. Fees for Connection shall be

calculated and owing as of the date the District accepts the public water improvements for the project and sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.

RECOMMENDATION

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

PROJECT-SPECIFIC CONDITIONS

- Each new parcel shall be served by a single 1-inch meter and backflow assembly for indoor use and fire sprinkler service, if approved by CAL FIRE of SLO County.

STANDARD CONDITIONS

- Project shall obtain solid waste and water service for all parcels.
- CAL FIRE of SLO County must approve the development plans prior to District approval. Fire capacity charges are applicable if dedicated fire service laterals are required.
- Properly abandon any existing groundwater wells and provide documentation to District.
- Record a restriction, subject to District approval, on the property prohibiting the use of well(s) to provide water service to any parcel within the Project.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- 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.
- 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 lot configuration.
- 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 sets the water meter(s) 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 Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and water improvements
 - Offer of Dedication
 - Engineer's Certification

- Summary of all water improvement costs
- Solid waste collection services are mandatory. Applicant shall provide proof that the Project is provided with solid waste removal services in accordance with District regulations.
- 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, if applicable, and the final payment of all charges and fees owed to the District.
- This letter is void if land use is other than residential 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 the 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.
- District service is conditioned on the applicant complying with all terms, conditions, rules, and regulations of other agencies that have jurisdiction over the project.
- This Intent-to-Serve letter shall not be interpreted as the District's Board of Directors endorsement of the project.
- 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
- B. Site Plan
- C. Supplemental Water Project Accounting Summary
- D. Resolution 2015-1372

JULY 10, 2019

ITEM E-4

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
Website: ncsd.ca.gov

Office use only:
Date and Time
Complete
Application and
fees received:
JUN 04 2019

NIPOMO COMMUNITY SERVICES DISTRICT

INTENT-TO-SERVE APPLICATION

One (1) additional water service

1. This is an application for: Sewer and Water Service Water Service Only
2. SLO County Planning Department/Tract or Development No.: **SUB2018-00025/CO18-0042**
3. Project location: **750 Sandydale Dr., Nipomo, CA 93444**
4. Assessor's Parcel Number (APN) of lot(s) to be served: **091-325-059**
5. Owner Name: **Alexander Glotov**
6. Mailing Address: **1370 Tourney Hill Ln., Nipomo, CA 93444**
7. Email: **alexsvita@gmail.com**
8. Phone: **(323) 447-2191** FAX: _____
9. Agent's Information (Architect or Engineer):
 Name: **N/A**
 Address: _____
 Email: _____
 Phone: _____ FAX: _____
10. Type of Project: (check box) (see Page 3 for definitions)

<input checked="" type="checkbox"/> Single-family dwelling units	<input type="checkbox"/> Multi-family dwelling units
<input type="checkbox"/> Commercial	<input type="checkbox"/> Mixed Use (Commercial and Residential)
11. Does this project require a sub-division? Yes No
 If yes, number of new lots created **4**
12. Site Plan:

For all projects, submit three (3) standard size (24" x 36") and one reduced copy (8½" x 11") of site plans.

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable. **Note that the District only provides one domestic meter per Assessor Parcel Number (APN).**
13. Board Approval:
 Board approval is required for the following type of projects:
 - more than four dwelling units
 - property requiring sub-divisions
 - higher than currently permitted housing density
 - commercial developments

14. **RESIDENTIAL SERVICE**

Single Family Residential (SFR)

Number of APN's created	3	Proposed number of SFR	4
-------------------------	----------	------------------------	----------

(3 new APN in addition to existing one)

Multi-Family Residential (MFR)

Number of APN's created		Proposed number of MFR	
Number of Domestic Meter(s)		Estimated Meter Size(s)	
Number of Landscape Meter(s)		Estimated Meter Size(s)	
Number of Fire System(s)		Estimated Meter Size(s)	

15. **COMMERCIAL AND/OR MIXED USE SERVICE DEMAND ESTIMATES:**

Commercial and Mixed Use

Number of APN's created		Proposed number of residential dwellings	
Number of Domestic Meter(s)		Estimated Meter Size(s)	
Number of Landscape Meter(s)		Estimated Meter Size(s)	
Number of Fire System(s)		Estimated Meter Size(s)	

Provide an estimate of yearly water (AFY) and sewer (gallons) demand for the project prepared by a licensed Engineer/Architect.

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.....**1,196.96**.....See Attached Fee Schedule on Page 3

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 **06/04/2019** Signed

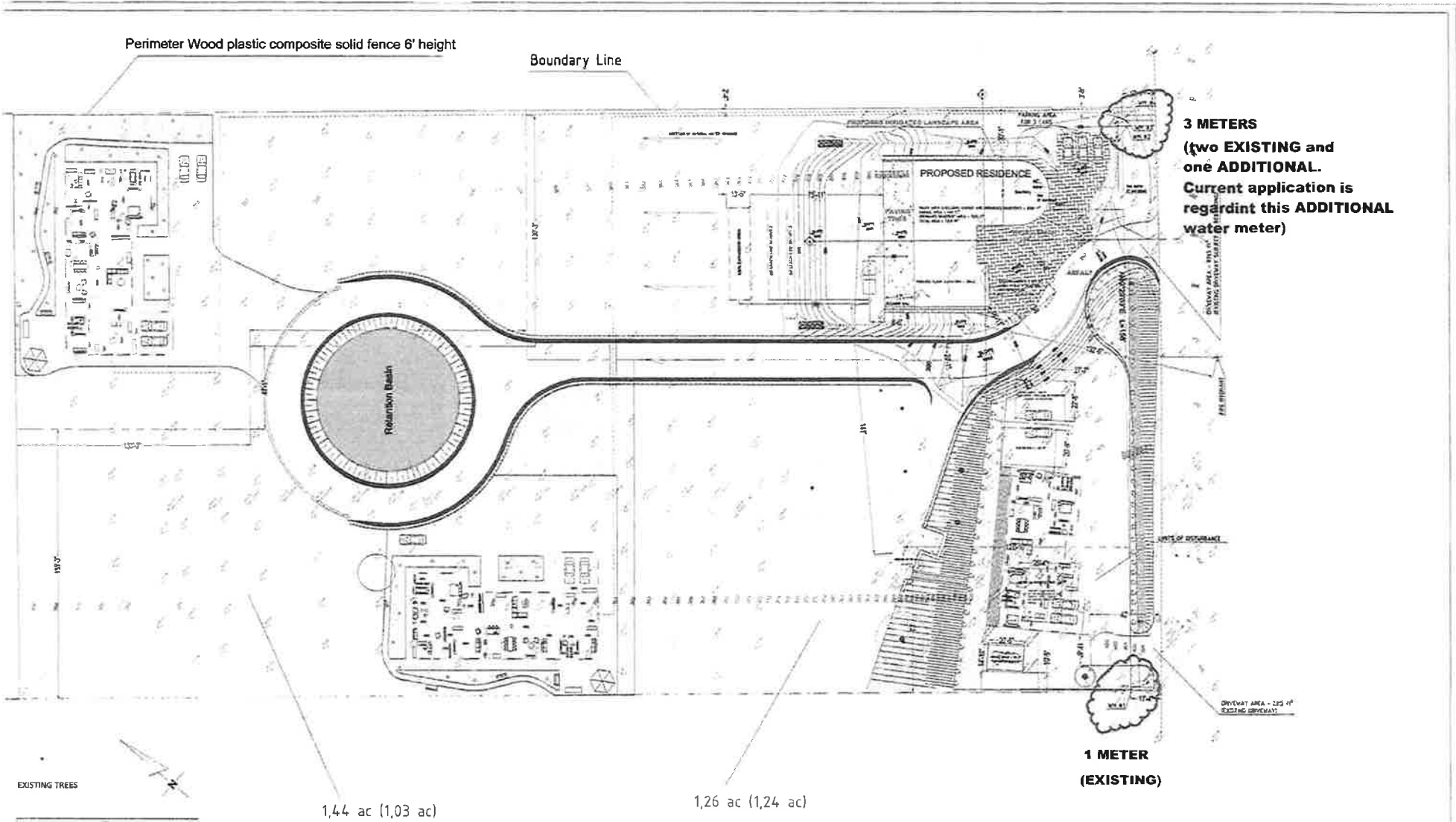
(Must be signed by owner or owner's agent)

Print Name **Alexander Glotov**

JULY 10, 2019

ITEM E-4

ATTACHMENT B



3 METERS
 (two EXISTING and
 one ADDITIONAL.
 Current application is
 regardint this ADDITIONAL
 water meter)

1 METER
 (EXISTING)

1.44 ac (1.03 ac)

1.26 ac (1.24 ac)

PRELIMINARY SUBDIVISION MAP - SUBDIVISION OF 4.77 AC. PARCEL TO FOUR PARTS
 Location of parcel: 750 Sandydale Drive, Nipomo, CA 93444
 Owner: Alexander Glotov
 1370 Tourney Hill Ln
 Nipomo, CA 93444
 (323) 447-2191
 alexxvita@gmail.com



VICINITY MAP - N.T.S. - CITY OF NIPOMO

JULY 10, 2019

ITEM E-4

ATTACHMENT C

**Nipomo Community Services District
New Development Supplemental Water Accounting**

Summary Since January 25, 2008

	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500
Supplemental Water Reserved (Will Serve Letter Issued)	116	-61.2
Subtotal Net Supplemental Water Available for Allocation	831	438.8
Supplemental Water Assigned (Intent-to-Serve Issued)	51.6	-27.2
Total Remaining Supplemental Water Available for Allocation	779.4	411.5

As of July 3, 2019

JULY 10, 2019

ITEM E-4

ATTACHMENT D

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

WHEREAS, the Nipomo Community Services District ("District") is a party to a groundwater adjudication, Santa Maria Valley Water Conservation District v. City of Santa Maria, etc. et al., Case No. CV 770214 ("Groundwater Litigation"); and

WHEREAS, the District's current water supply is groundwater extracted from the Nipomo Mesa Management Area (NMMA) as established by the court in the Santa Maria Groundwater Litigation (also referred to as the Nipomo Mesa Water Conservation Area (NMWCA) by the County of San Luis Obispo, pursuant to County Ordinance 3090), of the Santa Maria Groundwater Basin; and

WHEREAS, pursuant to Section VI D(1) of the June 2005 Stipulation as incorporated into the January 25, 2008, Final Judgment in the Groundwater Litigation, the Nipomo Mesa Management Area Technical Group has declared that a "Potentially Severe Water Shortage Condition" exists within the Nipomo Mesa Management Area; and

WHEREAS, the San Luis Obispo County Department of Planning and Building's 2004 Resource Capacity Study for the Water Supply in the Nipomo Mesa Area recommended a Level of Severity III (existing demand equals or exceeds dependable supply) be certified for the Nipomo Mesa Area and that measures be implemented to lessen adverse impacts of future development (said Study and referenced documents are incorporated herein by reference); and

WHEREAS, the San Luis Obispo County Board of Supervisors ("County") in June 2007, certified the Nipomo Mesa Water Conservation Area as a Severity Level III, meaning that existing water demand equals or exceeds the dependable supply; and

WHEREAS, the resource protection goals of the San Luis Obispo County South County Area Plan includes the following:

- Balance the capacity for growth allowed by the Land Use Element with the sustained availability of resources.
- Avoid the use of public resources, services and facilities beyond their renewable capacities, and monitor new development to ensure that its resource demands will not exceed existing and planned capacities or service levels; and

WHEREAS, the District is constructing a supplemental water project to increase its available water supply and meet the District's share of the court ordered commitment to bring a minimum of 2,500 AFY of supplemental water to the Nipomo Mesa Management Area (NMMA); and

WHEREAS, the District's supplemental water project includes a 500 AFY capacity reservation for new development within the District's existing boundaries consistent with the court order requirements that all new urban water demand within the NMMA be met with new developed water; and

WHEREAS, the purpose of the Supplemental Water Accounting Policy is to account for water reserved for all new development within the District against the 500 AFY supplemental water project capacity to ensure that the District does not over reserve or under reserve water for future development; and

WHEREAS, the Supplemental Water Accounting Policy will allow the District to track when it is getting close to fully accounting for and reserving the 500 AFY of supplemental water so that the District can plan for acquiring additional supplies; and

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

WHEREAS, the policy shall apply to all new development applications initiated or renewed after January 25, 2008; and

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors finds:

- A. That the purpose and intent of this Resolution is consistent with the purposes found in the Judgment and Stipulation in the Ground Water Litigation imposing a physical solution to assure long term sustainability of the groundwater basin and the San Luis Obispo County's certification of a Severity Level III for the waters underlying the NMWCA and;
- B. That adopting this Resolution will ensure the water supply for the greater public benefit, with particular regards to domestic use, sanitation and fire protection by ensuring that all new urban demand within the District is satisfied with new developed water and;

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors further finds this Resolution is adopted for the protection of the health, safety and welfare of District water customers who depend on the underlying ground water basin as their source of water supply.

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

- 1. Exhibit "A", attached hereto, is hereby incorporated by this reference as the District's Supplemental Water Accounting Policy
- 2. The above Recitals are true and correct and incorporated herein by reference.


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

AYES: Directors Armstrong, Gaddis, Eby, Woodson and Blair
NOES: None
ABSENT: None
CONFLICTS: None

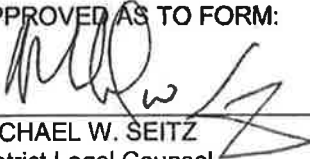
the foregoing resolution is hereby adopted this 8th day of April 2015.


CRAIG ARMSTRONG
President of the Board

ATTEST:


MICHAEL S. LEBRUN
General Manager and Secretary to the Board

APPROVED AS TO FORM:


MICHAEL W. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

EXHIBIT A

**NIPOMO COMMUNITY SERVICES DISTRICT
SUPPLEMENTAL WATER ACCOUNTING POLICY**

Background

The District is constructing a supplemental water project to increase its available water supply and meet the District's share of the court ordered commitment to bring a minimum of 2,500 AFY of supplemental water to the Nipomo Mesa Management Area (NMMA). In addition, the District's supplemental water project includes a 500 AFY capacity reservation for new development within the District's existing boundaries consistent with the court order requirements that all new urban water demand within the NMMA be met with new developed water.

Purpose

The purpose of the Supplemental Water Accounting Policy is to account for water reserved for all new development within the District against the 500 AFY supplemental water project capacity to ensure that the District does not over reserve or under reserve water for future development. In addition, the District needs to track when it is getting close to fully accounting for and reserving the 500 AFY of supplemental water so that the District can plan for acquiring additional supplies. The policy shall apply to all new development applications initiated or renewed after January 25, 2008.

Supplemental Water Accounting

The policy is based on the use of equivalent meters and five-year average total production for assigning a volume of supplemental water to new water connections. Based on the data from FY 09-10 to FY 13-14, a 1-inch equivalent meter will be assigned a volume of .53 AFY.

Supplemental water for all new water connections, residential and commercial, will be accounted for based on meter size. Meter capacity ratios, which are based on physical meter capacity, will be used to account for and reserve water for other size meters as follows:


METER SIZE	CAPACITY RATIO	ASSIGNED VOLUME
1 inch and Less	1.0	0.53 acre feet
1 and ½ inch	3.0	1.59 acre feet
2 inch	4.8	2.54 acre feet
3 inch	9.0	4.77 acre feet
4 inch	15.0	7.95 acre feet

Connections larger than 4-inch will be calculated as needed on a case by case basis.

Water will be assigned to new development when Intent-to-Serve letters, that are subject to expiration, are issued and reserved for new development when Will-Serve letters are issued.

Supplemental water accounting totals shall be reported to the Board monthly in the General Manager's report.

The Supplemental Water Accounting Policy shall be reviewed annually in January.

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF ENGINEERING
AND OPERATIONS
DATE: JULY 3, 2019

**AGENDA ITEM
E-5
JULY 10, 2019**

**CONSIDER REQUEST FOR WATER, SEWER AND SOLID WASTE
SERVICE (INTENT-TO-SERVE LETTER) FOR TRACT 3056,
A 39 UNIT RESIDENTIAL DEVELOPMENT ON FLINT PLACE,
APNS 092-575-001 AND 092-576-005**

ITEM

Consider request for water, sewer and solid waste service (Intent-to-Serve Letter) for Tract 3056, a 39 unit residential development on Flint Place, APNs 092-575-001 and 092-576-005 [RECOMMEND CONSIDER INTENT-TO-SERVE LETTER AND APPROVE WITH CONDITIONS].

BACKGROUND

The District received an application for water, sewer and solid waste service for Tract 3056, on Flint Place, APNs 092-575-001 and 092-576-005, on June 14, 2019. The applicant, Flint A General Partnership, is requesting water, sewer and solid waste service for a 15 unit single-family subdivision and 24 multi-family dwelling units (based on the District's definition).

The project will consist of a subdivision of 1 existing parcel (APN 092-575-001) into 15 residential lots and 24 multi-family dwelling units with a common area on 1 existing parcel (APN 092-576-005). APN 092-575-001 (0.96 acres) is zoned Residential Multi Family and the District does not currently provide water, sewer or solid waste service for the parcel. APN 092-576-005 (1 acre) is zoned Commercial Retail and the District currently provides water and solid waste service to the parcel.

All parcels, existing and planned, will be required to obtain water, sewer and solid waste service in compliance with current District standards. Any existing well(s) on the property will not be utilized to provide domestic water service to any part of the project.

In accordance with the District's Supplemental Water Accounting Policy, Resolution 2015-1372, water demand for the project will be tracked against the 500 AFY supplemental water project capacity reservation for new development. Based on the preliminary information provided, total water demand for the project is estimated at 11.51 acre-feet per year (AFY). After applying a credit of 0.53 AFY for the existing service (1 @ 1-inch), the project's supplemental water demand is estimated at 10.98 AFY. Sufficient supplemental water for the project is available.

Sufficient wastewater treatment capacity for the project is available in the District's Southland WWTF.

FISCAL IMPACT

Water and sewer capacity fees will be based on the domestic and irrigation meter sizes requested for the final County approved project as well as CAL FIRE's fire service requirements. Based on the preliminary information provided, the following services are proposed:

- Domestic: 15 @ 1-inch, 1 @ 2-inch
- Irrigation: 2 @ 1-inch
- Fire: 1 @ 2-inch
- Sewer: 16 services

The estimated fee deposit for the project is \$456,632.25 based on the FY 19-20 District fee schedule including a credit for 1 existing 1-inch water service. Fees for Connection shall be calculated and owing as of the date the District accepts the public water and sewer improvements for the project and sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.

RECOMMENDATION

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

PROJECT-SPECIFIC CONDITIONS

- Each new single family parcel shall be served by a single 1-inch meter and backflow assembly for indoor use and fire sprinkler service, if approved by CAL FIRE of SLO County. Water capacity charges are applicable.
- Separate 1-inch irrigation meters and backflow assemblies shall be provided for the new common lot parcels. Water capacity charges are applicable.
- A single 2-inch meter and backflow assembly shall be provided for indoor water use for the new multi-family dwelling unit parcel. Water capacity charges are applicable.
- A separate 2-inch or larger fire sprinkler service, as required and approved by CAL FIRE of SLO County, shall be provided for fire sprinkler service for the new multi-family dwelling unit parcel. Fire capacity charges are applicable.
- A sewer and water master plan review of project impacts will be required.
- Recorded Covenants, Conditions, and Restrictions (CC&R's), acceptable to the District, that include provisions for maintenance of common areas including common parcel sanitary sewer lines and formation of property owners' association that is responsible for payment of all costs related to common parcel irrigation meter, are required.

STANDARD CONDITIONS

- Project shall obtain solid waste, sewer and water service for all parcels.
- CAL FIRE of SLO County must approve the development plans prior to District approval. Fire capacity charges are applicable if dedicated fire service lateral(s) are required.
- Properly abandon any existing groundwater wells and provide documentation to District.
- Record a restriction, subject to District approval, on the property prohibiting the use of well(s) to provide water service to any parcel within the Project.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- 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.
- 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 lot configuration.
- Any easements required for water and sewer 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 and sewer laterals shall be recorded prior to final improvement plan approval and shall be subject to District approval.
- All water and sewer 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 sets the water meter(s) 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's" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and water and sewer improvements
 - Offer of Dedication
 - Engineer's Certification
 - Summary of all water and sewer improvement costs
- Solid waste collection services are mandatory. Applicant shall provide proof that the Project is provided with solid waste removal services in accordance with District regulations.
- 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, if applicable, and the final payment of all charges and fees owed to the District.
- This letter is void if land use is other than residential 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 the 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.
- District service is conditioned on the applicant complying with all terms, conditions, rules, and regulations of other agencies that have jurisdiction over the project.
- This Intent-to-Serve letter shall not be interpreted as the District's Board of Directors endorsement of the project.
- 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
- B. Site Plan
- C. Supplemental Water Project Accounting Summary
- D. Resolution 2015-1372

JULY 10, 2019

ITEM E-5

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
Website: ncsd.ca.gov

Office use only:
Date and Time
Complete
Application and
fees received:

RECEIVED

JUN 14 2019

NIPOMO COMMUNITY SERVICES DISTRICT

INTENT-TO-SERVE APPLICATION

1. This is an application for: Sewer and Water Service Water Service Only
2. SLO County Planning Department/Tract or Development No.: TR3056
3. Project location: Flint Place
4. Assessor's Parcel Number (APN) of lot(s) to be served: 092-575-001 092-576-005
5. Owner Name: Flint a General Partnership
6. Mailing Address: PO Box 15747 San Luis Obispo, Ca. 93406
7. Email: cgeihs@slonet.org
8. Phone: 805-773-4603 FAX: _____
9. Agent's Information (Architect or Engineer):
 Name: Cebulla Associates
 Address: PO Box 42 Pismo Beach, Ca. 93448
 Email: mtceb@yahoo.com
 Phone: 805-440-5016 FAX: _____
10. Type of Project: (check box) (see Page 3 for definitions)

<input checked="" type="checkbox"/> Single-family dwelling units	<input checked="" type="checkbox"/> Multi-family dwelling units
<input type="checkbox"/> Commercial	<input type="checkbox"/> Mixed Use (Commercial and Residential)
11. Does this project require a sub-division? Yes No
 If yes, number of new lots created 15
12. Site Plan:

For all projects, submit three (3) standard size (24" x 36") and one reduced copy (8½" x 11") of site plans.

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable. **Note that the District only provides one domestic meter per Assessor Parcel Number (APN).**
13. Board Approval:
 Board approval is required for the following type of projects:
 - more than four dwelling units
 - property requiring sub-divisions
 - higher than currently permitted housing density
 - commercial developments

14. RESIDENTIAL SERVICE

Single Family Residential (SFR)

Number of APN's created	15	Proposed number of SFR	15
	1- landscape meter		

Multi-Family Residential (MFR)

Number of APN's created	1	Proposed number of MFR	24
Number of Domestic Meter(s)	1	Estimated Meter Size(s)	2"
Number of Landscape Meter(s)	exact 1" meter will use for landscape	Estimated Meter Size(s)	
Number of Fire System(s)	1	Estimated Meter Size(s)	2"

15. COMMERCIAL AND/OR MIXED USE SERVICE DEMAND ESTIMATES:

Commercial and Mixed Use

Number of APN's created		Proposed number of residential dwellings	
Number of Domestic Meter(s)		Estimated Meter Size(s)	
Number of Landscape Meter(s)		Estimated Meter Size(s)	
Number of Fire System(s)		Estimated Meter Size(s)	

Provide an estimate of yearly water (AFY) and sewer (gallons) demand for the project prepared by a licensed Engineer/Architect.

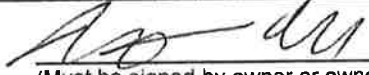
Agreement:

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.....See Attached Fee Schedule on Page 3

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 6-10-19 Signed 
 (Must be signed by owner or owner's agent)
 Print Name Matt Cobelli

DEFINITIONS

(Please note – these definitions do NOT reconcile with standard SLO County Planning Department definitions)

Single-family dwelling unit – means a building designed for or used to house not more than one family.

Secondary dwelling units – means an attached or detached secondary residential dwelling unit on the same parcel as an existing single-family (primary) dwelling. A secondary unit provides for complete independent living facilities for one or more persons.

Multi-family dwelling unit – means a building or portion thereof designed and used as a residence for three or more families living independently of each other under a common roof, including apartment houses, apartment hotels and flats, but not including automobile courts, or boardinghouses.

Two-family dwelling units (duplex) – means a building with a common roof containing not more than two kitchens, designed and/or used to house not more than two families living independently of each other.

Commercial – all non-residential and mixed-use projects.

APPLICATION FEES AND CHARGES
EFFECTIVE July 1, 2018

PROJECT SIZE/TYPE	TOTAL AMOUNT DUE AT TIME OF APPLICATION**
Residential <4 units	\$1,196.96
Residential 4-20 units	\$1,644.14
Residential > 20 units	\$1,935.77
Commercial <1 acre	\$1,644.14
Commercial 1-3 acres	\$1,935.77
Commercial > 3 acres	\$2,674.55
Mixed Use with less than 4 Dwelling Units	\$1,935.77
Mixed Use with four or more Dwelling Units	\$2,674.55
*Outside Consulting and Legal fees will be billed to the Applicant at direct rate.	

**Commencing on July 1, 2008 and each year thereafter the Application Fees shall be adjusted by a Consumer Price Index formula.

CEBULLA ASSOCIATES

P.O. Box 42
Pismo Beach, CA.93448

805-473-1298

NIPOMO COMMUNITY SERVICES DISTRICT

P.O. BOX 326

NIPOMO , CA. 93444

DATE: 05-16-19

RE: 15 SINGLE FAMILY RESIDENCE, FLINT STREET, NIPOMO,CA.

PLUMBING FIXTURE SCHEDULE

1 - RESIDENTIAL UNIT,	
2-TUB/SHOWER AT 2 F.U.	= 4
3-W.C. AT 3 F.U.	= 9
4 LAV AT 1 F.U.	= 4
1- KITCHEN SINK AT 2 F.U.	= 2
1-DISH WASHER AT 2 F.U.	= 2
1-LAUNDRY WASHER	= 2
TOTAL	= 23

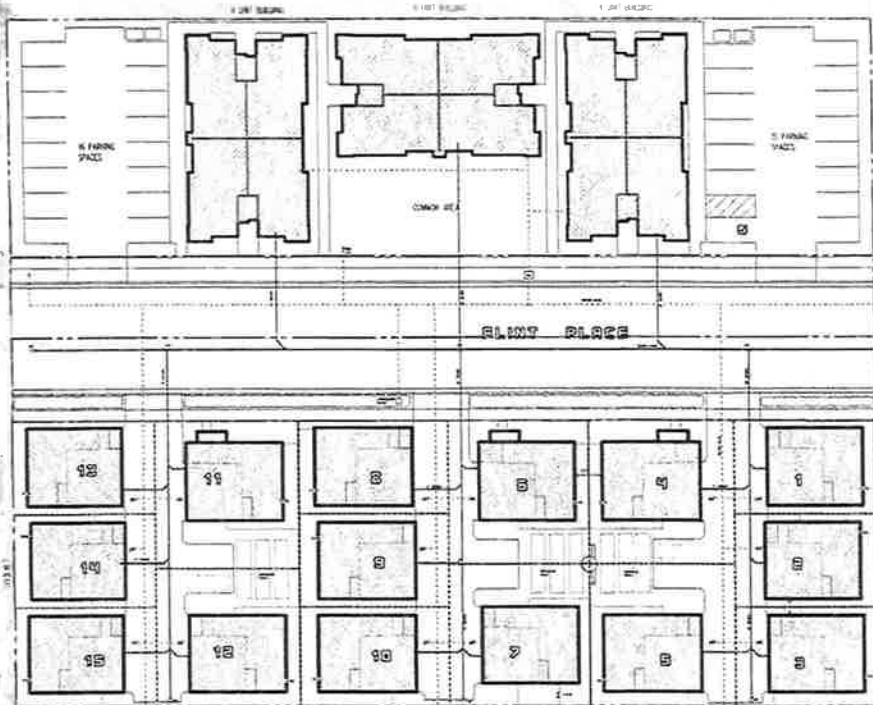
23X15= 345

TOTAL FIXTURE UNITS = 345 130 GPM

JULY 10, 2019

ITEM E-5

ATTACHMENT B



SITE PLAN



PROJECT DATA

APARTMENT PROJECT
 3 - 8 UNIT BUILDING TOTAL OF 24 UNITS
 EACH UNIT = 1 BEDROOM 1 BATHROOM

PUD PROJECT
 15 - 3 - BEDROOM UNITS
 15 - 2 CAR GARAGES = 30 SPACES
 6 - GUEST PARKING SPACES



P.C. 204-12
 1540 BINGHAM CA 93446
 PHONE 435-296
 FAX 435-4393
 www.colwell.com

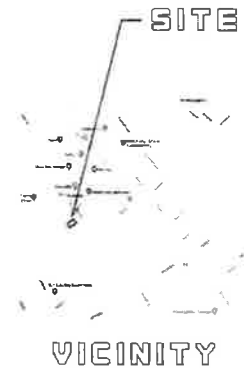
PROJECT:
 24 UNIT APARTMENT
 15 UNIT PUD
 FLINT PLACE
 NIPOMO, CA
 OWNER:
 CARY GEHRS
 P.O. BOX 15747
 SAN LUIS OBISPO, CA
 93426



REVISIONS

JCS + GHP
 DATE: July 22, 2008

SHEET
 5-1



VICINITY

JULY 10, 2019

ITEM E-5

ATTACHMENT C

**Nipomo Community Services District
New Development Supplemental Water Accounting**

Summary Since January 25, 2008

	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500
Supplemental Water Reserved (Will Serve Letter Issued)	116	-61.2
Subtotal Net Supplemental Water Available for Allocation	831	438.8
Supplemental Water Assigned (Intent-to-Serve Issued)	51.6	-27.2
Total Remaining Supplemental Water Available for Allocation	779.4	411.5

As of July 3, 2019

JULY 10, 2019

ITEM E-5

ATTACHMENT D

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

WHEREAS, the Nipomo Community Services District ("District") is a party to a groundwater adjudication, Santa Maria Valley Water Conservation District v. City of Santa Maria, etc. et al., Case No. CV 770214 ("Groundwater Litigation"); and

WHEREAS, the District's current water supply is groundwater extracted from the Nipomo Mesa Management Area (NMMA) as established by the court in the Santa Maria Groundwater Litigation (also referred to as the Nipomo Mesa Water Conservation Area (NMWCA) by the County of San Luis Obispo, pursuant to County Ordinance 3090), of the Santa Maria Groundwater Basin; and

WHEREAS, pursuant to Section VI D(1) of the June 2005 Stipulation as incorporated into the January 25, 2008, Final Judgment in the Groundwater Litigation, the Nipomo Mesa Management Area Technical Group has declared that a "Potentially Severe Water Shortage Condition" exists within the Nipomo Mesa Management Area; and

WHEREAS, the San Luis Obispo County Department of Planning and Building's 2004 Resource Capacity Study for the Water Supply in the Nipomo Mesa Area recommended a Level of Severity III (existing demand equals or exceeds dependable supply) be certified for the Nipomo Mesa Area and that measures be implemented to lessen adverse impacts of future development (said Study and referenced documents are incorporated herein by reference); and

WHEREAS, the San Luis Obispo County Board of Supervisors ("County") in June 2007, certified the Nipomo Mesa Water Conservation Area as a Severity Level III, meaning that existing water demand equals or exceeds the dependable supply; and

WHEREAS, the resource protection goals of the San Luis Obispo County South County Area Plan includes the following:

- Balance the capacity for growth allowed by the Land Use Element with the sustained availability of resources.
- Avoid the use of public resources, services and facilities beyond their renewable capacities, and monitor new development to ensure that its resource demands will not exceed existing and planned capacities or service levels; and

WHEREAS, the District is constructing a supplemental water project to increase its available water supply and meet the District's share of the court ordered commitment to bring a minimum of 2,500 AFY of supplemental water to the Nipomo Mesa Management Area (NMMA); and

WHEREAS, the District's supplemental water project includes a 500 AFY capacity reservation for new development within the District's existing boundaries consistent with the court order requirements that all new urban water demand within the NMMA be met with new developed water; and

WHEREAS, the purpose of the Supplemental Water Accounting Policy is to account for water reserved for all new development within the District against the 500 AFY supplemental water project capacity to ensure that the District does not over reserve or under reserve water for future development; and

WHEREAS, the Supplemental Water Accounting Policy will allow the District to track when it is getting close to fully accounting for and reserving the 500 AFY of supplemental water so that the District can plan for acquiring additional supplies; and

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

WHEREAS, the policy shall apply to all new development applications initiated or renewed after January 25, 2008; and

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors finds:

- A. That the purpose and intent of this Resolution is consistent with the purposes found in the Judgment and Stipulation in the Ground Water Litigation imposing a physical solution to assure long term sustainability of the groundwater basin and the San Luis Obispo County's certification of a Severity Level III for the waters underlying the NMWCA and;
- B. That adopting this Resolution will ensure the water supply for the greater public benefit, with particular regards to domestic use, sanitation and fire protection by ensuring that all new urban demand within the District is satisfied with new developed water and;

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors further finds this Resolution is adopted for the protection of the health, safety and welfare of District water customers who depend on the underlying ground water basin as their source of water supply.

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

- 1. Exhibit "A", attached hereto, is hereby incorporated by this reference as the District's Supplemental Water Accounting Policy
- 2. The above Recitals are true and correct and incorporated herein by reference.


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

AYES: Directors Armstrong, Gaddis, Eby, Woodson and Blair
NOES: None
ABSENT: None
CONFLICTS: None

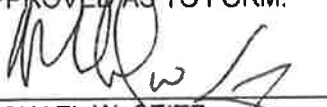
the foregoing resolution is hereby adopted this 8th day of April 2015.


CRAIG ARMSTRONG
President of the Board

ATTEST:


MICHAEL S. LEBRUN
General Manager and Secretary to the Board

APPROVED AS TO FORM:


MICHAEL W. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2015-1372
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A SUPPLEMENTAL WATER ACCOUNTING POLICY**

EXHIBIT A

**NIPOMO COMMUNITY SERVICES DISTRICT
SUPPLEMENTAL WATER ACCOUNTING POLICY**

Background

The District is constructing a supplemental water project to increase its available water supply and meet the District's share of the court ordered commitment to bring a minimum of 2,500 AFY of supplemental water to the Nipomo Mesa Management Area (NMMA). In addition, the District's supplemental water project includes a 500 AFY capacity reservation for new development within the District's existing boundaries consistent with the court order requirements that all new urban water demand within the NMMA be met with new developed water.

Purpose

The purpose of the Supplemental Water Accounting Policy is to account for water reserved for all new development within the District against the 500 AFY supplemental water project capacity to ensure that the District does not over reserve or under reserve water for future development. In addition, the District needs to track when it is getting close to fully accounting for and reserving the 500 AFY of supplemental water so that the District can plan for acquiring additional supplies. The policy shall apply to all new development applications initiated or renewed after January 25, 2008.

Supplemental Water Accounting

The policy is based on the use of equivalent meters and five-year average total production for assigning a volume of supplemental water to new water connections. Based on the data from FY 09-10 to FY 13-14, a 1-inch equivalent meter will be assigned a volume of .53 AFY.

Supplemental water for all new water connections, residential and commercial, will be accounted for based on meter size. Meter capacity ratios, which are based on physical meter capacity, will be used to account for and reserve water for other size meters as follows:

METER SIZE	CAPACITY RATIO	ASSIGNED VOLUME
1 inch and Less	1.0	0.53 acre feet
1 and ½ inch	3.0	1.59 acre feet
2 inch	4.8	2.54 acre feet
3 inch	9.0	4.77 acre feet
4 inch	15.0	7.95 acre feet

Connections larger than 4-inch will be calculated as needed on a case by case basis.

Water will be assigned to new development when Intent-to-Serve letters, that are subject to expiration, are issued and reserved for new development when Will-Serve letters are issued.

Supplemental water accounting totals shall be reported to the Board monthly in the General Manager's report.

The Supplemental Water Accounting Policy shall be reviewed annually in January.

TO: BOARD OF DIRECTORS
 FROM: MARIO IGLESIAS
 GENERAL MANAGER
 DATE: JULY 5, 2019



**AGENDA ITEM
 F
 JULY 10, 2019**

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- *Period covered by this report is June 23, 2019 through July 6, 2019.*

DISTRICT BUSINESS

Administrative

The District encourages residents to provide reports of any observed water waste. The District keeps an accounting of leak adjustments as a measure of non-revenue water lost to leaks. The table below provides the June data and the cumulative data for these activities.

Office Activities

	June-19	Jul 18 - June 2019
Reports of water waste followed up on	1	5
Leak Adjustments	0	22
Leak Adjustment Amount	\$0	\$7,496
Late Fee Waivers (April through June)	7	16
Late Fee Waiver Adjustment Amount	\$146	\$514

Water Resources

Table 1. Total Production Acre Feet (AF)

	June-19	Jul 18 - June 2019
Groundwater Production	97.3	880.1
Supplemental Water Imported	82.4	970.4
Total Production	179.7	1,850.5

NCSD imported 82.4 AF of water over the 30 day period in June averaging 622 gallons per minute for an average total of 895,004 gallons per day. For fiscal year 2018-19 the District imported 970 AF of supplemental water, 170 AF more than the required 800 AF required through the City of Santa Maria water purchasing agreement. The District's total production, including groundwater wells and imported water measured at the Joshua Road Pump Station, registered 1,850.5 AF of water for the fiscal year.

On the following page, Table 2 compares the District's total water production for the month of June and the fiscal year (July 2018 through June 2019) year-end total against those same periods for 2013 (pre-drought production). 2013 is the year the Department of Water Resources ("DWR") designated as the pre-drought production year. The pre-drought production data is included in the monthly water production report and compared to current usage, all of which is

submitted by water purveyors statewide to DWR. For June 2019, the community's water conservation effort reached approximately 34% compared to June 2013. The District's year-end conservation effort for each fiscal year will continue to be monitored.

Table 2. FY 2019 Total Demand To-date Compared to 2013

	June-19	Jul 18 – June 2019
Total Production (AF) for FY 2018-19	179.7	1,850.5
Total Production (AF) for 2013	<u>272.1</u>	<u>2,529.1</u>
Reduction (AF)	<u>92.4</u>	<u>678.6</u>
Percentage Reduction	34.0%	26.8%

NCS D GW Reduction

The District's purveyor customers, Golden State Water Company and Woodlands Mutual Water Company, each claim 16.66% (cumulatively 33.33%) of the imported water NCS D brings onto the basin through the NSWP. Of the 800 AF minimum imported water from the City of Santa Maria, 266.6 AF will be credited to these two purveyor customers. The credited amount must be added to the District's groundwater pumping total every month to reflect the groundwater pumped by these customers in-lieu of taking imported water from the District. Table 3 below demonstrates the calculus for determining the District's groundwater pumping reduction.

Table 3. NCS D GW Production (NCS D GW Well Production plus Purveyor Credit)

	June-19	Jul 18 – June 2019
NCS D GW Well Production	97.3	880.1
Purveyor Customer Credit (33.3% of Import Water)	<u>27.5</u>	<u>323.8</u>
NCS D Total Calculated GW Production	124.8	1,203.9
Average GW Production for 2009-2013	<u>263.6</u>	<u>2,533.4</u>
NCS D Percentage of GW Reduction	53%	52%

Taking into consideration the above referenced purveyor customer credit, the District can claim a groundwater pumping reduction of 53% for the month of June compared to the 5-year average from 2009 to 2013 (NMMA-TG assigned comparator). For Fiscal Year 2019, the total groundwater pumping reduction for the District is 52%. At the current Stage IV level of NMMA's Water Shortage Condition and Response Plan, the District continues to achieve its targeted groundwater pumping reduction level of 50% for the year.

2019 Fiscal Year Groundwater Pumping

Table 4 on the following page is a summary of the District's groundwater pumping reduction efforts for Fiscal Year 2019. The targeted groundwater pumping reduction as stated above is 50%. The District reached its pumping reduction goals for the fiscal year as demonstrated with 63 acre-feet under the reduction target. Each year trends differ slightly depending upon the weather, a major factor that drives consumer water demand.

Table 4. Groundwater Pumping

	Jun-19	Jul 18-Jun 19	Target	Over_(Under)	
NCSD GW Well Production	97.3	880.1			
Purveyor Customer Credit (33.3% of Import Water)	27.5	323.8			
NCSD Total Calculated GW Production	124.8	1,203.9	1,266.7	63	AcFt
Average GW Production for 2009-2013	263.6	2,533.4	2,533.4		
NCSD Percentage of GW Reduction	53%	52%	50%		

Table 5. FY 2018 v. FY 2019 Groundwater Pumping

	Jun-19	Jul 18-June 19	Jun-18	Jul 17-June 18
NCSD GW Well Production	97.3	880.1	120.3	1,054.7
Purveyor Customer Credit (33.3% of Import Water)	27.5	323.8	25.3	322.0
NCSD Total Calculated GW Production	124.8	1,203.9	145.6	1,376.7
Average GW Production for 2009-2013	263.6	2,533.4	261.6	2,269.7
NCSD Percentage of GW Reduction	53%	52%	44%	39%

Table 5 compares the previous year's groundwater pumping with the current year's groundwater pumping. The District achieved the target groundwater pumping reduction level of 50% for the current fiscal year of 2018-19 as a result of an 8% reduction in customer demand from the previous fiscal year.

Rainfall Gauge

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
May 2019 Total	1.93	1.49
July-2018 through June-2019 (Seasonal Total)	19.58	16.97
July 1, 2019 to July 6, 2019	0.00	0.00
Total Rainfall to date	19.58	16.97
Average Annual Year Rainfall	18.0	16.0

Safety Program

No Items

Other Items and News of Interest

No Items

Supplemental Water Capacity Accounting

Summary Since January 25, 2008		Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation		947	500
Supplemental Water Reserved (Will Serve Letter Issued)		116	-61.2
Subtotal Net Supplemental Water Available for Allocation		831	438.8
Supplemental Water Assigned (Intent-to-Serve Issued)		51.6	-27.2
Total Remaining Supplemental Water Available for Allocation		779.4	411.5

As of July 3, 2019

The District began to accept applications for new water services on May 9, 2019.

	June	May-June 2019	Allocated AFY	Meter Equiv.
Will-Serve Letters	0	1	.53	1.0
Intent-to-Serve Letters	3	6	<u>51.60</u>	<u>27.2</u>
Totals (May-June 2019)			52.13	28.2

For June 2019, no Will-Serve Letter for single lots were issued. 3 applications are pending from May and June. Once the applications are completed, Will-Serve Letters will be issued. Each lot is allocated .53 acre-feet of water and equals 1 “Equivalent Meter” as referenced in the table above.

For June 2019 there were no applications for service for projects larger than a single lot. There are 3 projects before the Board today and if approved, these projects require 27.6 Equivalent Meters. Applications of this nature require an engineering evaluation to determine the “Equivalent Meter” quantity and the projects must be approved by the Board. There is 1 applications in this category under review by the District Engineer.

Connection Report

Nipomo Community Services District
 Water and Sewer Connections

END OF MONTH REPORT

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19
Water Connections (Total)	4434	4434	4437	4437	4437	4437	4438
Sewer Connections (Total)	3197	3197	3199	3199	3200	3201	3207
New Water Connections	0	0	3	0	0	0	1
New Sewer Connection	0	0	2	0	1	1	6
Galaxy & PSHH at Orchard and Division Sewer Connections billed to the County	475	475	475	475	475	475	472

The Connection Report is current through July 3, 2019.

Meetings (June 23, through July 6)

Meetings Attended (telephonically or in person):

- June 25, Eng./Admin Meeting
- June 26, Rotary
- June 26, Regular NCSD Board Meeting
- June 26, Exec. Team After Board Meeting
- June 27, NMMA-TG Meeting
- July 1, Management Team
- July 1, Board Officer Meeting
- July 1, Rotary

Meetings Scheduled (June 23 through June 29):

Upcoming Meetings (telephonically or in person):

- July 9, Eng/Admin Mtg.
- July 9, Fairways HOA – Woodgreen LS
- July 10, Rotary
- July 10, Regular NCSD Board Meeting
- July 10, Exec. Team After Board Meeting
- July 10, Blacklake/NCSD Oversight Comm.

Upcoming Water Resource and Other Meetings

Upcoming Standing Meetings:

- NMMA-TG: August 15th (Thursday) @ 10:00 AM, NCSD Board Room
- RWMG: September 4th @ 10:00 AM, SLO Library
- WRAC: September 4th @ 1:30 PM, SLO Library
- NMMA Purveyor Meeting: July 25th @ 10:00 AM, NCSD Admin Office

RECOMMENDATION

Staff seeks direction and input from your Honorable Board

ATTACHMENTS

No Attachments