

# NIPOMO COMMUNITY SERVICES DISTRICT AGENDA

FEBRUARY 7, 2001

*John Snyder*

REGULAR MEETING 10:30 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

## BOARD MEMBERS

ROBERT BLAIR, PRESIDENT  
AL SIMON, VICE PRESIDENT  
RICHARD MOBRAATEN, DIRECTOR  
MICHAEL WINN, DIRECTOR  
JUDITH WIRSING, DIRECTOR

## STAFF

DOUGLAS JONES, GENERAL MANAGER  
DONNA JOHNSON, SEC. TO THE BOARD  
JON SEITZ, GENERAL COUNSEL

7800  
15600  
1500  
1710

## CLOSED SESSION 9:30 A.M.

CONFERENCE WITH LEGAL COUNSEL GC§54956.9  
SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.

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

### A. CALL TO ORDER AND FLAG SALUTE

### B. ROLL CALL

### C. PUBLIC COMMENTS PERIOD

#### PUBLIC COMMENTS

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

### D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

#### D-1) SUMMIT STATION - REBATE PROGRAM

Review rebate program and resolution for installation of booster pumps at Summit Station area higher elevation residences

#### D-2) REQUEST FOR SERVICE - TRACT 2393 (NEWDOLL)

Request for water and sewer service for a 7-lot development at Grande & Cyclone Sts.

#### D-3) REQUEST FOR SERVICE - TRACT 2413 (KENGEL)

Request for water & sewer service for a two-lot development on Elvira Way

### E. OTHER BUSINESS

#### E-1) GIS DATA PROJECT SERVICE AGREEMENT

Approve an agreement for a water & sewer atlas for the District

#### E-2) TEFFT STREET WATER LINE DESIGN PROPOSALS

Review engineer proposal to design the Tefft St. water line

#### E-3) BOARD OF DIRECTORS BY-LAWS

Annual review of the Board of directors By-Laws

### F. CONSENT AGENDA

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

#### F-1) WARRANTS [RECOMMEND APPROVAL]

#### F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]

Approval of Minutes of January 17, 2001 Regular Board meeting

#### F-3) SECOND QUARTER FINANCIAL REPORT [ACCEPT AND FILE]

#### F-4) ACCEPTANCE OF TRACT 1712/2383 [RECOMMEND APPROVAL]

Resolution accepting water & sewer improvements for Tract 1712/2383

### G. MANAGER'S REPORT

#### G-1) MONTECITO VERDE II MEETING REVIEW

#### G-4) LAFCO HEARING (2/15) ON NCSD PROVIDING GARBAGE COLLECTION

#### G-2) SCHOOL AGREEMENT UPDATE

#### G-5) ARTICLES ON CHROMIUM & GLOBAL WARMING

#### G-3) LEGISLATIVE UPDATE

#### G-6) US SUPREME COURT RULING OF CORP OF ENG JURISDICTION

#### G-7) CONFLICT OF INTEREST INFORMATION

### H. DIRECTORS COMMENTS

#### CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL GC§54956.9

- Litigation CPUC Appl. No. A 00-03-029 (Gov. Code §54956.9)
- SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- NCSD vs State Dept of Health Services CV 990716, GC §54956.9

#### ADJOURN

The next regular Board meeting will be held on February 21, 2001.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *P*  
DATE: FEBRUARY 7, 2001

AGENDA ITEM **D 1**  
FEB 07 2001

SUMMIT STATION REBATE PROGRAM

**ITEM**

Approving application format for the Summit Station Pressure Pump Rebate Program

**BACKGROUND**

At the regular Board meeting held January 17, 2001, your Honorable Board reviewed the Boyle Engineering report with regards to Summit Station and the installation of on-site pressure booster pumps for individual property owners. Boyle Engineering indicated that there are approx. 21 homes with a house pad elevation above 442 feet. These homes would benefit most from this program. Boyle also recommended that house pad elevations above 425 feet should also be considered. Including the homes with a house pad elevation of 425 feet would add another 17 properties. (See Table 2) The attached draft application for the rebate program incorporates timetables.

First: The application must be submitted within 60 days of mailing.

Second: The installation must be completed within six (6) months from date of the District receiving the application.

Also, included in the application is a hardship provision. Your Honorable Board may make a determination to extend the time limit.

**RECOMMENDATION**

Staff recommends that your Honorable Board take public comment on the draft application for the Pressure Pump Rebate Program for homes and make a determination on the a house pad elevation of 442 or 425 feet. It is also recommended that this program not be implemented until comments are received from the California Department of Health Services.

TABLE 2  
NIPOMO CSD - SUMMIT STATION SERVICE SUMMARY

Meter Unit	Owner Name	Address	Meter Size (in)	Meter Elevation (ft) <sup>1</sup>	House Pad Elevation (ft) <sup>1</sup>	Diameter of Connection to House (ft) <sup>2</sup>	Water Service <sup>3</sup>	Backflow Preventer <sup>3</sup>	Code <sup>3</sup>	
10	Bantz, John	1530 Dale Ave.	1	455	490	1½	Yes	No	V H X	
134	Mauss, Edward and Marianne	1345 Ewing Rd.	1	378	472	1½	Yes	Yes	X	Staff reported high use - 8/7/99
126	Gonzales, Modesto and Rosalia	Summit Station Rd.	1	455	471		Yes	No	X	
125	Holder, Fred	234 Summit Station Rd.	1	455	471		Yes	Yes	X	Low pressure complaint - 7/28/99
135	Hudson, John	1252 Futura Lane	1	458	469		Yes	Yes	X	
123	Hodges, Mary	268 Summit Station Rd.	1	457	466		Yes	Yes	X	
122	Crosby, Lavern, P.	1254 Futura Lane	1	458	463		Yes	Yes	X	
118	Swanson, Wilbur	1250 Futura Lane	1	458	463		Yes	Yes	X	Low pressure complaint - 7/30/99
7	Heller, Lee and Melissa	165 Poppy Lane	1	459	462	1	Yes	No	V H X	
37	Franko, Shirley	1467 Dale Ave.	1	449	462	1	Yes	Yes	X	Low pressure complaint - 7/22/99
6	Gray, James and Terri	145 Poppy Lane	1	459	460	1	Yes	No	V H X	Air in line complaint - 9/7/99
141	Hampton, Richard	1335 Hetrick			459		No			
107	Gillespie, Scott and Carol	259 Summit Station Rd.	1	457	457		Yes	No	V H	Low pressure complaint - 11/15/99
105	Baird, Timothy and Laurie	271 Summit Station Rd.	1	457	454		Yes	Yes		Low pressure complaint - 8/11/99
109	Offermann, Gene and Susan	243 Summit Station Rd. (2nd service)	1	453	454		Yes	No	V H	Low pressure complaint - 10/4/99
109	Stevens, Tim	231 Summit Station Rd.	1	453	454		Yes	No	V H	Low pressure complaint - 8/11/99
136	Kaplanek, Robert and Katherine	273 Val Verde Lane	1	440	453		Yes	Yes		No water - 3/9/00, 5/17/00 (customer's fault)
121	Gray, Miranda and Reynor, Dianne	1225 Futura Lane			453		No			
102	Horn-McCoy, Cynthia	287 Summit Station Rd.	1	459	452		Yes	Yes		
104	Kaye, Eugene	275 Summit Station Rd.	1	456	452		Yes	Yes		No water - 3/9/00, 3/14/00 Air vac cap
5	Wrzenski, Daniel	1620 Dale Ave.	1	419	450	1	Yes	No	V H X	
5	Wrzenski, Daniel	150 Poppy Lane (2nd service)	1	450	450	1	Yes	No	V H X	
119	Taliman, Christopher	1230 Futura Lane	1	458	449		Yes	Yes		No water - 3/14/00, Low pressure complaint
137	Black, Andrew and Susan	251 Val Verde Lane	1	440	448		Yes	Yes		
74	Beck, Clay & Kathy	1386 Hetrick	1	447	448		Yes	Yes		
75	Esmay, Tim	1387 Hetrick	1	442	446		Yes	Yes		
128	Zielke, Larry and Mollie	226 Summit Station Rd.	1	444	445		Yes	Yes		
110	Hurdle, Marc	225 Summit Station Rd.	1	458	445		Yes	Yes		
142	Hintz, Gary and Lorne	1376 Ewing	1	428	445		Yes	Yes		
139	Herrera, Joseph (2nd service)	1248 Futura Ln.	1	458	445		Yes	Yes	X	Low pressure complaint - 8/7/99
38	Blair, Robert	1449 Dale Ave.			445		No			
139	Willars, Elviano	270 Val Verde Lane	1	440	444		Yes	Yes	X	
42	Armstrong, Richard and Esther	1446 Ewing	1	440	443		Yes	Yes	E V H	
115	Johnson, Samuel	1295 Hetrick	1	427	443		Yes	Yes		
138	Bell, Derek and Cynthia	260 Val Verde Lane	1	440	442		Yes	Yes		
108	Pryor, Dorothy	265 Summit Station Rd.	1	457	439		Yes	Yes	E V H	
22	Weber, Ramon	1565 Dale Ave.	1	431	437		Yes	No	E V H	No water - 3/14/00
106	Carson, John and Karen	267 Summit Station Rd.	1	457	434		Yes	Yes		
112	Neumann, Helmut	1229 Hetrick Ave.	1	430	432		Yes	Yes		Meter on Summit Sta Rd.
95	Leon, Sal	335 Summit Station Rd.	1	440	430		Yes	Yes		
32	Rilling, Robert and Jane	1511 Dale Ave.	1	438	430	1½	Yes	Yes		
77	Ricker, John and Alice	1330 Hetrick	1	432	430		Yes	No	V H	Low pressure complaint - 12/1/99
100	Cal Fine Wire Pension Dba	325 Summit Station Rd.	1	437	429		Yes	Yes	E V H	
165	Ainsworth, Jim	1441 Ewing Ave.	1		429		Yes			
70	Lynch, Dale E. & Kai	344 Apache Trail	1		428		Yes	No		
12	Freeman, M.A.	181 Sunkist Lane	1	427	428		Yes	Yes		
97	McGregor, J.F.	1129 Hetrick	1	412	428		Yes	Yes		
93	Simmons, Dan and Mona	1133 Hetrick	1	412	427		Yes	Yes		
91	Ross, Gary and Marilyn	375 Summit Station Rd.	1	429	426		Yes	Yes		
8	Pabst, Larry	190 Poppy Lane	1	422	425		Yes	No	V H X	No water - 3/14/00
41	Parkhurst, Joe	1448 Hetrick	1	420	425		Yes	Yes		
39	Twist, John	1437 Dale Ave.	1	407	425		Yes	Yes		
110	Ybarra, Angela	221 Summit Station Rd. (2nd service)	1	445	423		Yes	Yes		
71	Weaver, Robert	358 Apache Trail			423		No			
18	Waugh, Donald	1577 Dale Ave.	1		422		Yes			
88	Ames, Paul & Dorothy	1192 Hetrick	1		420		Yes			
98	Busch, Michael & Janet	1127 Hetrick	1		420		Yes			
66	Sweeney, Evelyn L.	352 Apache Trail	1		415		Yes			
129	Martin, W.P.	220 Summit Station Rd.	1		415		Yes			
60	Werner, Leland & Betty	1455 Ewing Ave.	1		415		Yes			
92	Laroche, Roger A.	1155 Hetrick	1		415		Yes			
46	McDonald, Margaret	312 Applegate Way			414		Yes			
111	Kreps, Roy & Joetta	213 Summit Station Rd.			412		Yes			
94	Beightol, W.S.	1111 Hetrick	1		411		Yes			
89	Aero Camino Ranch	Hetrick Rd.	1		408		Yes			
40	Oliver, Michael	1417 Dale Ave.	1		407		Yes			
87	Gimbel, Denise	1228 Hetrick	1		405		Yes			
57	McConaghy, Mark	1475 Ewing Ave.	1		404		Yes			
36	Selle, Steve	235 Wagon Wheel Way	1		400		Yes			
58	Lopez, David G.	1468 Pomeroy Rd.	1		398		Yes			
33	Jones, Jeffrey & Rosalie	230 Wagon Wheel Way	1		397		Yes			
85	Rucker, Gary L.	1279 Pomeroy Rd.	1		396		Yes			
29	Teixeira, Edwin & Joann	1512 Ewing	1		395		Yes			
19	Johnson, Arnold, W.	235 Applegate Way	1		394		Yes			
83	Lopez, Juan	1361 Pomeroy Rd.	1		393		Yes			
56	Matthews, Parker J.	435 Aurelia Lane	1		391		Yes			
132	Romero, Rosendo	1337 N. Frontage Rd.	1		391		Yes			
55	Torres, Apolonio & Jeanie	449 Aurelia Lane	1		388		Yes			
133	Stahl, Peter & Patricia	1305 Ewing Rd.	1		386		Yes			
3	Strate, Myron L.	272 Applegate Way	1		385		Yes			
61	Laughlin, Laurie L.	1426 Pomeroy Rd.	1		385		Yes			

NOTES:

- 1-Elevations from topography shown on Summit Station Assessment District maps.
- 2-From field observations and conversations with District operator. Pipeline sizes for other properties were unavailable.
- 3-From NCSD records

All house built afterwards  
\* is vacant, but house on lower elevation  
or 450 ft

**NIPOMO COMMUNITY SERVICES DISTRICT  
APPLICATION FOR PRESSURE PUMP  
REBATE PROGRAM**

**DRAFT**

I, \_\_\_\_\_ (Applicant) am the owner of certain real property located at \_\_\_\_\_  
Street address APN#

Applicant requests participation in the Nipomo Community Service District's (District's) pressure pump rebate program and agrees to install and operate the booster pump in accordance with District's rebate procedures and guidelines.

**DISTRICT REBATE PROCEDURES AND GUIDELINES**

A. This program is available to those existing District residents that meet or satisfy all of the following qualifications:

1. Real property is located within the Summit Station Assessment District and has a house pad elevation at or above 442 feet as taken from the Summit Station contour map.
2. The real property is improved with a residence that has received an occupancy permit from the County on or before February 7, 2001. Only property that has (1) been improved and (2) received an occupancy permit will be eligible for the Rebate Program..
3. This Application has been completed, signed, and received by the District on or before 4:00 p.m., May 8, 2001. .
4. The Application has been approved in writing by the District prior to the Applicant incurring cost.
5. The invoices and verifying statements identified in Sections B1 and B2 have been received by the District on or before 4:00 p.m., October 9, 2001.
6. The District will consider an extension of the time limits established in Subparagraph 5 above based on a written request signed by the Applicant that evidences a compliance hardship. Said request must be received by the District on or before 4:00 p.m., October 9, 2001.

B. Pursuant to the following terms and conditions the District will rebate up to two thousand dollars (\$2,000) of Applicant's invoiced costs upon being presented with both

the invoices identified in Section 1 below and the verifying statement identified in Section 2 below.

1. Invoices\*:
  - a. Purchase of booster pump
  - b. Invoices from licensed plumbing contractors verifying that the booster pump was installed in accordance with manufacturer's guidelines and industry standards.
  - c. Invoices from licensed electricians for installing electrical service to the booster pump and verifying that such installation was completed in accordance with manufacturer's guidelines and industry standards.

\* The work of individual homeowners/Applicants in purchasing and installing the booster and/or electrical services is not subject to the District's rebate program.

2. Verifying Statements
  - a. Written statement of Applicant verifying that the booster pump was installed in accordance with manufacturer's guidelines and industry standards and that electrical services to the booster pump were installed in accordance with manufacturer's guidelines and industry standards: or
  - b. Written statement of licensed plumbing contractor, on the contractor's letterhead and identifying the contractor's license number, verifying that the booster pump was installed in accordance with manufacturer's guidelines and industry standards; and
  - c. Written statement from licensed electrical contractor, on the contractor's letterhead and identifying the contractor's license number, verifying that electrical services to the booster pump was installed in accordance with manufacturer's guidelines and industry standards.
3. The District recommends but does not require that Applicant have their individual service lines (from the meter to their residence) checked by a plumbing contractor to verify quality and size of service lines in compliance with the Uniform Plumbing Code.
4. The Applicant is responsible for the installation, operation and maintenance of individual booster pumps including the supply of electrical service to the booster pump. Applicant, by signing this Agreement, agrees

to hold the District harmless for any payments/costs over and above the rebate amount for installation, operation, or maintenance of individual booster pumps, including the supply of electrical services to the booster pump.

5. The District does not warrant and/or guarantee the quality or mechanical function of individual booster pumps installed by Applicants and/or their contractors.
  6. The District does not warrant and/or guarantee the work of contractors hired by individual Applicants.
  7. For those Applicants that have appropriate quality and sized service lines (from the meter to their residence) the District has been presented with evidence that the installation of an individual booster pump will improve water service to the Applicant's residence. However, the District does not warrant and/or guarantee that the installation of individual booster pumps will improve water pressure delivery to individual residences.
- C. Applicant, by submitting this Application to the District, verifies that the real property that is the subject of this Application is improved with a residence that has received an occupancy permit on or before February 7, 2001, from the County of San Luis Obispo, California.

Date \_\_\_\_\_, 2001

\_\_\_\_\_  
Applicant

APPROVED: NIPOMO COMMUNITY SERVICE DISTRICT

Date: \_\_\_\_\_, 2001

\_\_\_\_\_

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: FEBRUARY 7, 2001

AGENDA ITEM  
FEB 07 2001



REQUEST FOR SERVICE  
TRACT 2393  
NEWDOLL

**ITEM**

Request for water and sewer service for Tract Map 2393 (Annexation #18) a 7-lot development on Cyclone and Grande Ave.

**BACKGROUND**

The developer has requested that Tract 2393, a 2½ acre 7-lot development, be annexed to the District. Your Honorable Board has approved Resolution No. 00-748, approving the annexation. LAFCO approved the annexation at their commission meeting held on January 18, 2001. The applicant is now requesting an Intent-to-Serve letter for this 7-lot development. The Board may proceed with issuing an Intent-to-Serve letter with the following conditions:

1. Developer to execute the Annexation Agreement for Annexation No. 18.
2. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
3. Submit improvement plans in accordance with the District Standards and Specifications for review and approval.
4. Pay all appropriate District water, sewer and other fees associated with this development.
5. Construct the improvements required and submit the following:
  - Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water improvements
  - Offer of Dedication
  - Engineer's Certification
  - A summary of all water and sewer improvement costs
6. This Intent-to-Serve Letter will expire two years from date of issuance.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve an Intent-to-Serve letter for Tract 2393 with the above mentioned conditions.



**JAMES MICHAEL MCGILLIS**  
**PROFESSIONAL LAND SURVEYOR**  
**PO BOX 1446 NIPOMO CA. 93444**  
**PHONE (805) 929-2941 FAX (805) 929-2941**  
**e-mail James\_McGillis@Yahoo.com**

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20 January 2001

**NIPOMO COMMUNITY  
SERVICES DISTRICT  
148 S. Wilson  
P.O. Box 326  
Nipomo Ca. 93444**

**SUBJECT: Vesting Tentative Tract Map No. 2393, "Willing to serve letter."**

I have enclosed two full size prints and one 8 ½ x 11 reduction of our proposed "Vesting Tentative Tract Map No. 2393. This is the property that was recently annexed to the district through Annexation No. 18, subject of the LAFCO hearing on 18 January 2001.

Please place on your earliest agenda, for consideration of a "Willing to serve letter" for water and sewer service.

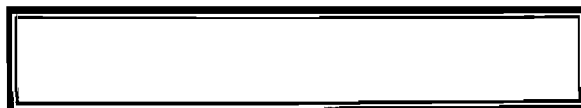
Note that we are applying for a 7-lot subdivision, at this time. In the lower left hand corner of the proposed subdivision, where Jared Circle meets S. Tejas Rd. we are showing an offsite offer to dedicate (cross-hatched). If we are unable to obtain this dedication, we will be amending our application to 8 lots, similar to our previous submittal.

We feel that the alignment we are presenting is more sensitive to the desires of the Community than our previous submittal in that we will only have 2 lots facing Cyclone St. and 2 lots facing Grande Ave. The properties across the streets, are in the Cal Cities Water District and would be prevented from dividing into less than 20,000 sq. ft. parcels. We will be asking County Engineering to allow us to keep those two streets with their existing look, ie: no concrete curb gutter or sidewalk. We would also propose serving our sewer and water from Jared Circle and the adjacent 20' (to be paved) easement.

Thank you for your consideration in this matter.

Sincerely,

**J. M. McGillis, PLS 4442**  
**Lic. Exp. 30 Sep. 2001**

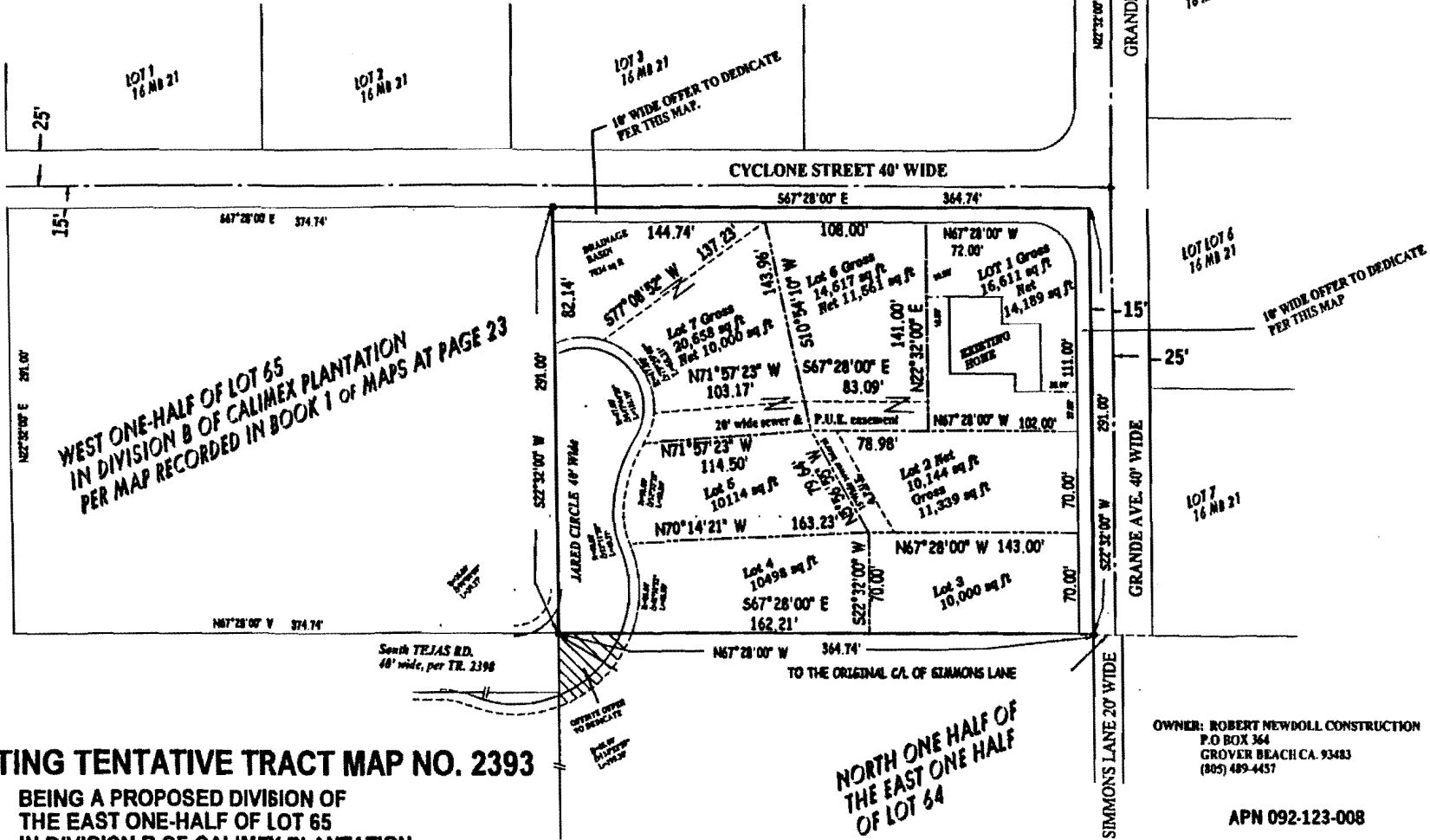
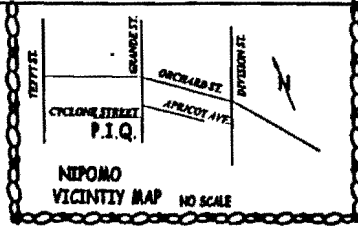






**JAMES MICHAEL MCGILLIS**  
PROFESSIONAL LAND SURVEYOR

**P.O. BOX 1446 NIPONO CA. 93444**  
Phone (805) 929-2941 Fax (805) 929-2941  
e-mail James\_McGillis@yahoo.com



**VESTING TENTATIVE TRACT MAP NO. 2393**

BEING A PROPOSED DIVISION OF  
THE EAST ONE-HALF OF LOT 65  
IN DIVISION B OF CALIMEX PLANTATION  
PER MAP RECORDED IN BK. 1 OF MAPS AT PAGE 23,  
IN THE OFFICE OF THE COUNTY RECORDER,  
SAN LUIS OBISPO COUNTY, CALIFORNIA



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: FEBRUARY 7, 2001

AGENDA ITEM  
FEB 07 2001



REQUEST FOR SERVICE  
TRACT 2413  
KENGEL

**ITEM**

Request to subdivide Parcel 4 of Tract 1658 into 2 parcels

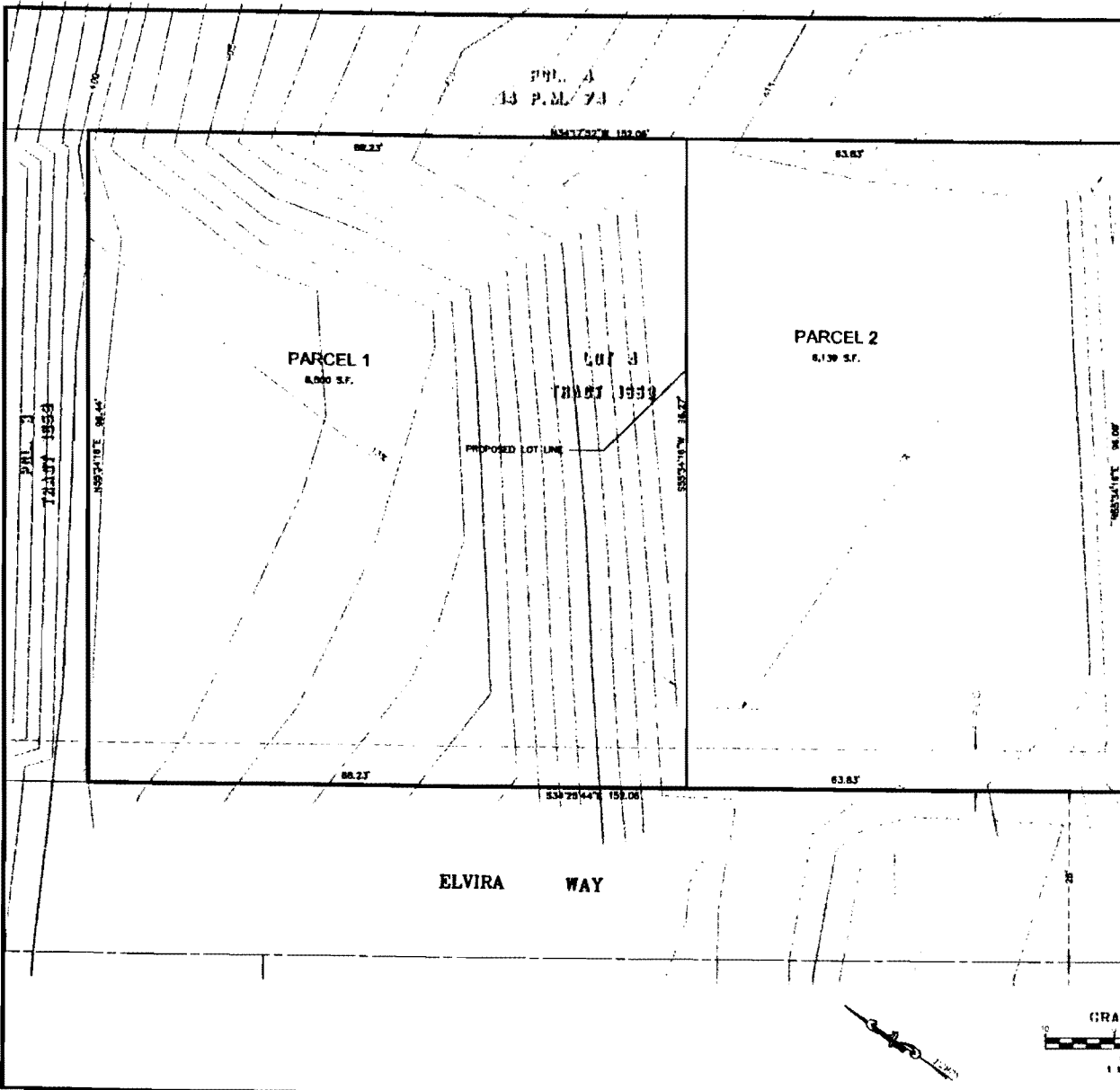
**BACKGROUND**

The District received correspondence from Pamela Jardini of Westland Engineering representing William Kengel, the developer, to subdivide Parcel 4 of Tract 1658, as shown on attached map. Mr. Kengel, when developing Tract 1658, showed Lot No. 4 as one parcel. He is now requesting that this parcel be divided into two parcels. Your Honorable Board may issue an Intent-to-Serve letter for the lot division as indicated as Tract 2413 with the following conditions.

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans in accordance with the District Standards and Specifications for review and approval.
3. Pay all appropriate District water, sewer and other fees associated with this development.
4. Construct the improvements required and submit the following:
  - a. Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water improvements
  - b. Offer of Dedication
  - c. Engineer's Certification
  - d. A summary of all water and sewer improvement costs
5. This Intent-to-Serve Letter will expire two years from date of issuance.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the Intent-to-Serve letter for Tract 2413 which consists of dividing Parcel 4 of Tract 1658 into 2 lots with the above mentioned conditions.



**OWNER'S STATEMENT**

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

WESTLAND ENGINEERING COMPANY  
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401  
(805)-541-2384

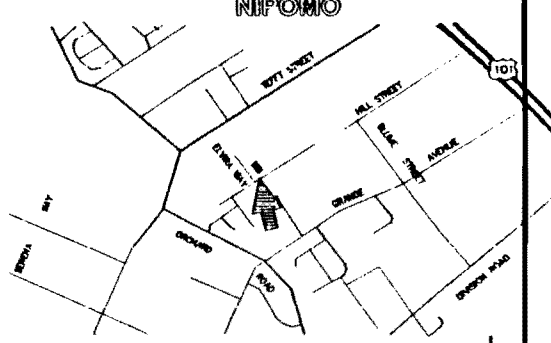
RECORD OWNER:  
MR. BILL KENZEL  
133 CASTIAC STREET  
PISMO BEACH, CA 93448

**ENGINEER'S STATEMENT**

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

TERENCE K. ORTON, P.E. 21807, EXPIRES 8-30-2001  
WESTLAND ENGINEERING COMPANY  
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401  
(805)-541-2384

**ASSESSOR'S PARCEL MAPS**  
092-130-004

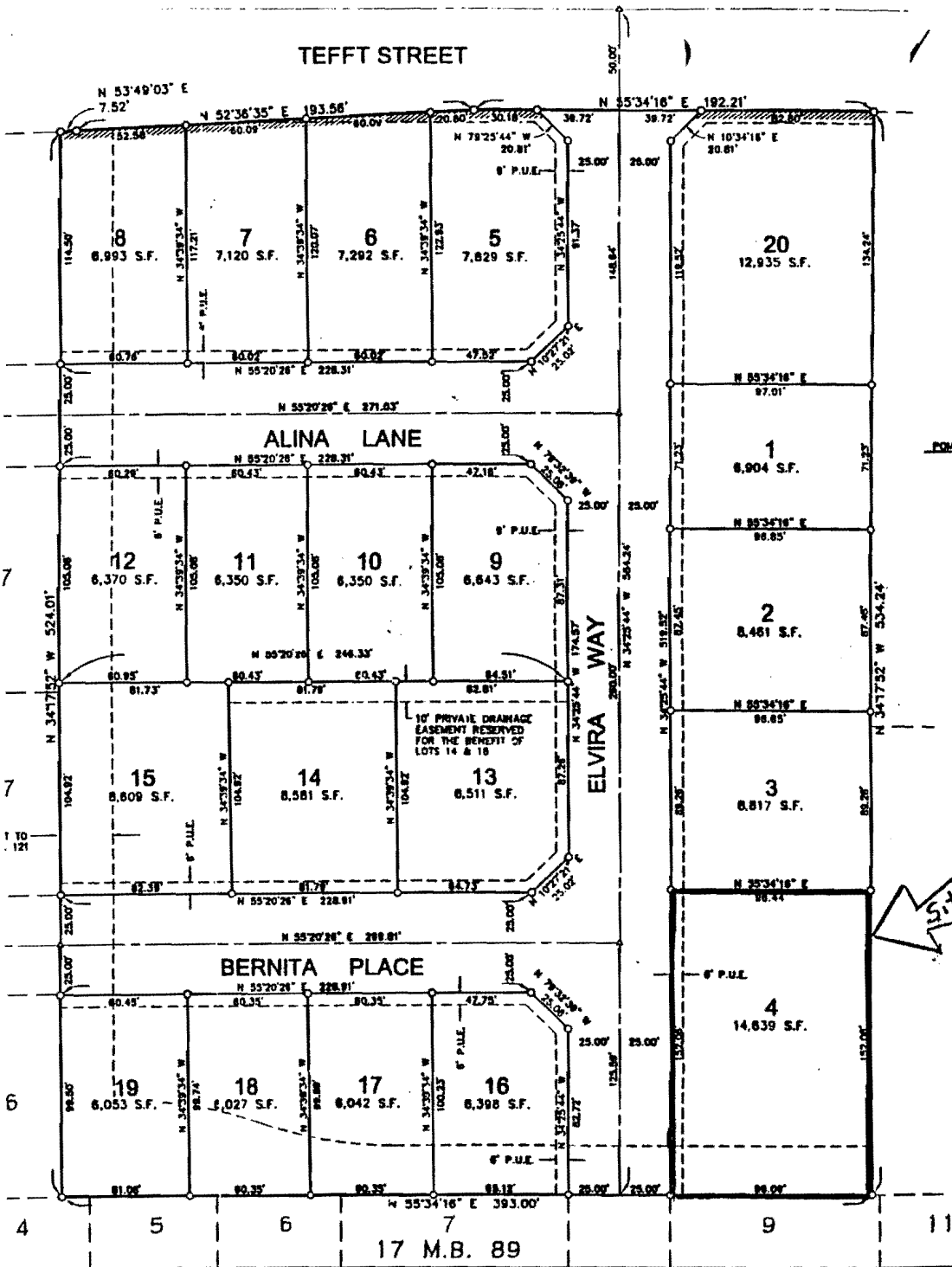


**TRACT 2413**  
**VESTING TENTATIVE MAP**

A DIVISION OF PARCEL 4 OF TRACT 1858 AS RECORDED IN BOOK OF 18 PARCEL MAPS AT PAGE 19 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

PREPARED BY:  
BILL KENZEL  
ENGINEER

**WESTLAND ENGINEERING COMPANY**  
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401  
(805)-541-2384

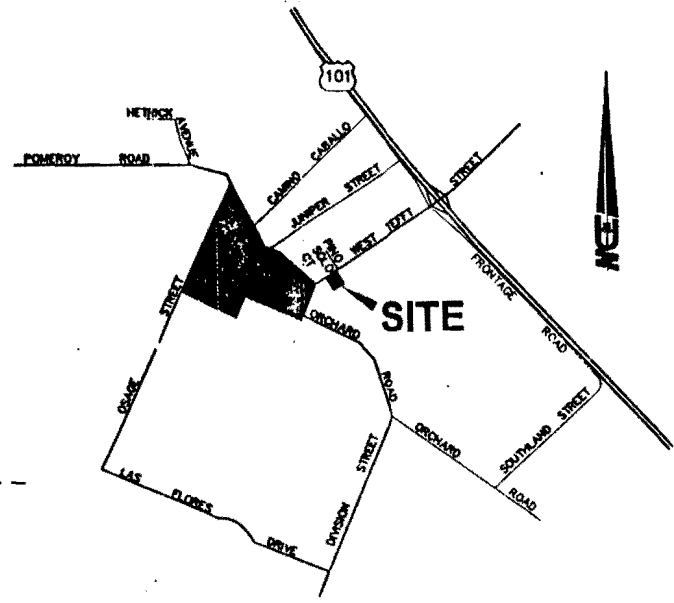


**LEGEND**

○ SET 5/8" REBAR "RCE 29743"

△ SET STANDARD WELL MONUMENT

■ ACCESS DENIAL



**PRELIMINARY**

**TRACT NO. 1658**

IN UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 2 OF THE RESUBDIVISION OF THE WESTERLY PART OF LOT 25 OF H.C. WARD'S SUBDIVISION OF THE NIPOMO RANCHO ACCORDING TO THE MAP RECORDED IN BOOK "A" OF MAPS AT PAGE 19, RECORDS OF SAID COUNTY.

**NCE** NORTH COAST ENGINEERING INC.

775 Canton Rd Suite B. Paso Robles, 93237

January 10, 2001

Doug Jones  
c/o NCSD  
P.O. Box 326  
Nipomo, CA 93444

RE: Will serve letter for Tract 2413, water & sewer

Dear Mr. Jones,

Please find enclosed a copy of the Tract Map 2413 located in Nipomo off of Elvira Way. Our client, Mr. Kengel, wishes to subdivide Parcel 4 of Tract 1658 into two parcels. This two-way split is a Tract Map since Mr. Kengel subdivided Tract 1658. We are respectfully requesting a will serve letter from NCSD for water & sewer for processing this proposed subdivision through the County Planning Department.


If you have any questions or concerns, please contact me at 541-2394.

Sincerely,



Pamela Jardim  
Senior Planner

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: FEBRUARY 7, 2001

AGENDA ITEM   
FEB 07 2001

GIS DATA PROJECT  
SERVICE AGREEMENT

**ITEM**

Approving the agreement for GIS mapping of the water and sewer system

**BACKGROUND**

Mr. Michael Samuel of Nobel Systems gave a presentation to your Honorable Board on January 17, 2001 at the regular Board meeting. The Board directed staff to prepare two agreements for the District GIS System, one including the mapping service and the other including training staff to prepare updates. If the Board wishes staff to prepare the updates, substantial training would be needed and also acquisition of necessary software of the mapping system. Staff feels that it would be more economical to have Nobel System do the update of new development at a cost of \$75.00 per sheet. Therefore, it is recommended that one agreement be prepared to have Nobel Systems prepare the GIS mapping, in which the District would contract for upgrades as needed. If the updating process becomes extensive, then staff would come back to the Board for possible revision of the contract to include software and training. At the present time, staff feels it is more economical to have Nobel Systems do the updates on the tract maps as they are completed within the District.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the contract for Nobel Systems to develop the GIS Data Mapping of the District's water and sewer systems and direct the President of the Board to execute the attached contract.

Board 2001\GIS Agreement.DOC

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

**CONTRACTOR AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2001, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "**DISTRICT**"), and NOBEL SYSTEMS (hereinafter referred to as "**CONTRACTOR**).

**WITNESSETH**

WHEREAS, **DISTRICT** desires to retain a qualified contractor to provide all labor, materials and GIS software to provide NCSD with a turn-key Geographical Information System (GIS) database, including training and technical support.

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

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

1. **CONTRACT COORDINATION**

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

(b) **CONTRACTOR**. Michael Samuel shall have the responsibility for the progress and execution of this Agreement for **CONTRACTOR**.

2. **DUTIES OF CONTRACTOR**

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

NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT

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

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

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

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

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

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

(d) Copies of videotapes, reports, data and information. If **DISTRICT** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONTRACTOR** is required to furnish in limited quantities as part of the services under this Agreement, **CONTRACTOR** shall provide such additional copies as are



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CONTRACTOR AGREEMENT

requested, and **DISTRICT** shall compensate **CONTRACTOR** for the costs of duplicating of such copies at **CONTRACTOR's** direct expense.

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

**3. COMPENSATION**

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

(b) Payments are due within 30 days of receipt of undisputed invoices. Invoices shall reflect the task to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each task. Dispute shall be referred to Mediation/Arbitration pursuant to ¶19(a).

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

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

(e) Interest at 8 percent per annum (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

**4. SCHEDULE**

**CONTRACTOR** shall complete the services that are the subject of this Agreement within 120 CALENDAR DAYS OF District's authorization to proceed. **CONTRACTOR** shall not be responsible for delays which are due to causes beyond **CONTRACTOR's** reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. The **CONTRACTOR** is to notify the District promptly in writing of such delays.

NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT

5. TEMPORARY SUSPENSION

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

6. SUSPENSION; TERMINATION

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

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

**NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT**

used for other than the project or scope of services contemplated by this Agreement.

**7. INSPECTION**

**CONTRACTOR** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONTRACTOR** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **DISTRICT's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill its Agreement as prescribed.

**8. INDEPENDENT CONTRACTOR**

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

**9. ASSIGNMENT OF CONTRACT**

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

**10. NOTICES**

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

**NIPOMO COMMUNITY SERVICES DISTRICT**

Doug Jones (805) 929-1133  
P. O. Box 326  
Nipomo, CA 93444

**CONTRACTOR:**

Michael Samuel (909) 382-0160  
Nobel Systems  
194 S. Del Rosa, Suite G  
San Bernardino, CA 92408

NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT

11. **INTEREST OF CONTRACTOR**

**CONTRACTOR** covenants that it presently has no known interest, and shall not knowingly acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such a known interest shall be employed. **CONSULTANT** certifies that no one who has or will have any known financial interest under this Agreement is an officer or employee of **DISTRICT**. It is expressly agreed that, in the performance of the services hereunder, **CONTRACTOR** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**. **CONTRACTOR** shall be responsible in full for payment of its employees, including insurance, and deductions.

12. **INDEMNITY**

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

13. **INSURANCE**

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

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

**NCS D AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT**

(c) The **CONSULTANT** shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of **CONSULTANT** pursuant to this Agreement, in the amount of not less than \$500,000 combined single limit.

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

1. Proof of workman's compensation insurance and professional liability insurance;
2. An endorsement of the comprehensive general liability and automobile liability insurance (pursuant to subparagraph {b}) listing **DISTRICT**, its employees, officers, General Manager and Directors as additional insureds.
3. Proof of errors and omission insurance.

**14. AGREEMENT BINDING**

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

**15. WAIVERS**

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

**16. LAW GOVERNING AND VENUE**

**NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT**

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

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

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

**18. AGREEMENT CONTAINS ALL UNDERSTANDINGS**

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

**19. MISCELLANEOUS PROVISIONS**

(a) The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. Within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mediation firm mutually selected by the parties. If the parties are unable to agree upon a mediation firm within said ten (10) day period, the matter shall be submitted to a mediation firm to be agreed upon by both parties. The Mediator

**NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT**

shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall be non-binding on the parties but shall be intended to help resolve the dispute. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, then an independent arbitrator is to be appointed by mutual agreement and his decision shall be non-binding on the parties.

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_

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

Date \_\_\_\_\_

**NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT**

**EXHIBIT "A"**

**SCOPE OF WORK**

**Introduction.** The object of the project is to complete a GIS Project for Nipomo Community Services District water and sewer facilities, as referenced in the Nobel Systems proposal dated November 13, 2000 and modified in proposal dated November 17, 2000, including:

**Project Kick Off Meeting**

1. development of database design
2. data capture standards
3. water symbol library
4. Acquisition of parcel Data
5. Pilot Area Conversion

**Water and Sewer Facilities Data Conversion.** GIS databases of water and sewer facilities data. The primary task of the Project is conversion of facilities data shown on separate tile map sheets.

**Color laser printing of the atlas books**

**Scanning of as-builts, and linking to the GIS**

**GIS viewing application**



**NCSD AND NOBEL SYSTEMS  
CONTRACTOR AGREEMENT**

**EXHIBIT "B"**


Project Set Up	\$ 2,500
Database Design (preliminary & final)	\$ 2,500
Data Capture Standards (preliminary & final)	\$ 2,500
Parcel Conversion	\$ 5,000
Pilot Area Conversion	\$ 7,000
Water & Sewer Facilities Data Capture	\$20,000
Scanning of 2000 as built	\$ 5,500
Geobrowser viewing application	\$ 5,000
TOTAL	\$50,000

**Optional Costs:**

Easement Document Conversion	\$ 2,500
Handheld PC maintenance application	\$ 5,000
TOTAL	\$ 7,500

**Notes:**

Unit cost for as built conversion	\$75 per as built
Unit cost for easement conversion	\$20 per easement
Unit cost for scanning	\$2.75 per scan
Geobrowser viewing application	5 licenses are included

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES   
DATE: FEBRUARY 7, 2001

AGENDA ITEM   
FEB 07 2001

## TEFFT STREET WATER LINE DESIGN

### ITEM

Review bid proposals to design the Tefft Street water line.

### BACKGROUND

The District sent out request for proposals to seven consulting engineering firms to design the Tefft Street water line. The object of having the Tefft Street water line designed now is so it can be constructed early next fiscal year, prior to the County upgrading and paving Tefft Street between the freeway and Thompson Ave.

The following three engineering firms submitted proposals with their estimated project fees.

1	R. Thompson Consulting	\$59,000
2	Garing, Taylor & Assoc.	\$68,500
3	Boyle Engineering	\$110,903

In reviewing the bids, staff made some modification to the design proposal so they may be equitably compared.

1. In R. Thompson Consultants had 4 hours per week inspection whereas Garing, Taylor had 4 hours per day. Because of the nature of construction in an urbanized area with a number of other utilities, it is more appropriate to have 4 hours of inspection per day rather than per week. Therefore, R. Thompson's fee was adjusted upward to reflect 4 hours per day.
2. Boyle Engineering proposal was reviewed. It was felt that a number of items in their proposal were not needed due to knowledge of the area. One was the geotechnic design services because of the existing soil natures are well known. Their research and final design alternatives, along with design element costs were also deleted.

The following is staff's adjusted project fee for the 3 firms:

1	R. Thompson Consulting	\$75,000
2	Garing, Taylor & Assoc.	\$68,500
3	Boyle Engineering	\$80,460

Another consideration is that R. Thompson Consultants are located in Atascadero and Garing, Taylor is located in Arroyo Grande.

### RECOMMENDATION

In evaluating the Tefft Street water line design proposals, staff recommends that your Honorable Board award the water line design project to Garing, Taylor & Associates and instruct the President of the Board to execute the agreement after the consultant has done so. Since this item was not budgeted this fiscal year, it is recommended that your Honorable Board approve funding for the design work from reserves in the Town Water Capacity Fee Fund.

**NIPOMO COMMUNITY SERVICES DISTRICT**

**P O BOX 326  
NIPOMO, CA 93444**

**CONSULTANT SERVICES AGREEMENT  
TO DESIGN APPROXIMATELY 8500 FEET OF WATER TRANSMISSION MAIN  
(TEFFT STREET FROM DANA SCHOOL TO THOMPSON ROAD)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2001, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "**DISTRICT**"), and **Garing, Taylor & Associates** (hereinafter referred to as "**CONSULTANT**").

**WITNESSETH**

WHEREAS, **DISTRICT** desires to retain a qualified engineering firm to provide services in designing approximately 8500 feet of water transmission main in Nipomo, California; and

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

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

1. **CONTRACT COORDINATION**

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

(b) **CONSULTANT** **Jim Garing** shall have the responsibility for the progress and execution of this Agreement for **CONSULTANT**.

2. **DUTIES OF CONSULTANT**

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

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

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

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

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

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

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

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

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

3. **COMPENSATION**

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

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

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

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

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

4. **SCHEDULE**

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

5. **TEMPORARY SUSPENSION**

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

6. **SUSPENSION; TERMINATION**

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

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

7. **INSPECTION**

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

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

8. **INDEPENDENT CONTRACTOR**

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

9. **ASSIGNMENT OF CONTRACT**

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

10. **NOTICES**

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

**NIPOMO COMMUNITY SERVICES DISTRICT**

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

**CONSULTANT:**

Garing, Taylor & Assoc.  
141 So. Elm Street  
Arroyo Grande, CA 93420  
Attention: Jim Garing

11. **INTEREST OF CONSULTANT**

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

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

12. **INDEMNITY**

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

13. **INSURANCE**

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

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

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

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



1. Proof of workman's compensation insurance and professional liability insurance;
2. An endorsement of the comprehensive general liability and automobile liability insurance (pursuant to subparagraph (b)) listing **DISTRICT**, its employees, officers, General Manager and Directors as additional insureds.
3. Proof of errors and omission insurance.

14. **AGREEMENT BINDING**

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

15. **WAIVERS**

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

16. **LAW GOVERNING AND VENUE**

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

17. **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

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

18. **MISCELLANEOUS PROVISIONS**

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

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

(c) Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which

NCSD AND **GARING, TAYLOR & ASSOCIATES** AGREEMENT

are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

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

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

**CONSULTANT**  
Garing, Taylor & Associates

By: \_\_\_\_\_  
          Managing Engineer                      Date

\_\_\_\_\_  
DISTRICT    Date

## EXHIBIT A

### SCOPE OF WORK

Complete plans and specifications, CEQA requirements and right of way documents. Specifications package will include complete bid documents as well as Guarantees, Contract and Notice to Contractor in conformance with the California Department of Transportation Standard Specifications format.

Pursuant to the Request for Proposals, three presentations to the Board of Directors are required. The presentations include 1) CEQA findings, 2) final design, and 3) bid results for construction and recommendation to award contract.

Throughout the design and construction of this project, Garing, Taylor & Associates will continually evaluate the project, applying value engineering to insure that the District receives the best project for the least cost.

Jim Garing will be personally involved in the design and construction management of this project for the entire duration of the project. Robert Lupinek will provide primary design functions for the project, Ruty Garing will provide inspection and construction management services and Dave Maxwell will provide design survey and construction survey services.

**EXHIBIT B**

**CONTRACT BUDGET**

Engineering fees for developing plans, specifications, CEQA Report and right of way documents	\$48,500.00
Construction Survey	\$10,000.00
Construction inspection	<u>\$10,000.00</u>
	<u>\$68,500.00</u>



*Civil Engineering  
 Surveying  
 Project Development*

**FEE SCHEDULE  
 MAY 1, 2000**

Fee charges by GARING, TAYLOR & ASSOCIATES, INC. depend on the person or persons performing the work.

<u>CLASSIFICATION</u>	<u>OFFICE</u>	<u>RATE</u>
Principal, Expert Witness/Investigation		98.00/110.00
Civil Engineer		72.00/87.00
Land Surveyor		81.00
Survey Assistant		61.00
CAD/Map Technician		48.00/63.00
Senior Designer		71.00
Designer		65.00
Planner		65.00
Civil Engineering Assistant III		68.00/71.00
Civil Engineering Assistant II		65.00
Civil Engineering Assistant I		61.00
Engineering Technician III		61.00/66.00
Engineering Technician II		55.00
Engineering Technician I		47.00
Specifications Technician I		49.00
Draftsperson II		45.00
Draftsperson I		43.00
Office Manager		66.00
Administrative Assistant II		40.00/49.00
Administrative Assistant I		31.00/33.00
	<u>FIELD</u>	
Construction Inspector		65.00/71.00
Land Surveyor		78.00
Party Chief		63.00/83.00
Field Assistant		48.00/70.00
Robotic Station		35.00

The above fees include office and field equipment (excluding robotic station) and vehicles. Travel time may be charged for projects located at a significant distance from our office. Any costs for postage, shipping, courier services, photocopies, blueprints, telephone and fax charges, filing fees, recording fees, professional services, special equipment and other miscellaneous charges are additional unless stated otherwise by agreement.

Prevailing wage rates for field personnel will be Prevailing Wage billed at higher rate shown. Prevailing wage billing rates subject to changes in wage determinations by California Division of Labor.

**OVERTIME**

Authorized overtime is charged at one and one-half the normal rate and/or as otherwise provided by state and federal law.

M:\word\Feesch050100.doc

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: FEBRUARY 7, 2001

AGENDA ITEM **E 3**  
FEB 07 2001

BOARD OF DIRECTORS BY-LAWS

**ITEM**

Annual review of the Board of Directors By-Laws.

**BACKGROUND**

Section 8 of the Board By-Laws states the following:

The Board By-Law Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action. At the request of any Director, the Board By-Laws may be reviewed at any time subject to Section 2.3.

The last modifications to the Board By-Laws were adopted on February 2, 2000, Resolution 00-723, which is attached.

The Board may direct staff if any changes are desired.

**RECOMMENDATION**

If there are no changes, your Honorable Board may ratify the by-laws by minute order.

Bd2001\Bylaws.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 00-723**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
REVISING BOARD BYLAWS**

**WHEREAS**, the Board of Directors of Nipomo Community Services District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents.

**WHEREAS**, in order to assist in the government of the behavior between and among members of the Board of Directors, the following rules shall be observed.

**WHEREAS**, the District is a member of the Special District Risk Management Authority (SDRMA). The District participates in the SDRMA Credit Incentive Program which includes the adoption of Board policies and procedures (Directors By-laws) for the District to receive a one point credit.

**WHEREAS**, SDRMA has adopted 1998-1999 Credit Incentive Program whereby the District can receive a one point credit for an annual review of Board By-Laws conducted by the District's Legal Counsel and ratified by Board action.

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

**NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTOR BYLAWS**

**1. OFFICERS OF THE BOARD OF DIRECTORS**

1.1 The officers of the Board of Directors are the President and Vice President.

1.2 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the president and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

1.4 The President and Vice President of the Board shall be elected annually at the last regular meeting of each calendar year.

1.5 The term of office for the President and Vice President of the Board shall commence on January 1 of the year immediately following their election.

1.6 The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

**2. MEETINGS**

2.1 Regular meetings of the Board of Directors shall be held on the first and third Wednesday of each calendar month in the Board Room at the District Office.



NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 00-723  
PAGE 2

**2.2** Members of the Board of Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.

**2.3** The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request an item to be placed on the agenda no later than 4:30 o'clock p.m. one week prior to the meeting date.

**2.4** No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:

- (a) Board Members may briefly respond to statements or questions from the public; and
- (b) Board Members may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
- (c) A Board Member or the Board itself may take action to direct staff to place a matter on a future agenda.

**2.5** The President, or in his/her absence the Vice President shall be the presiding officer at District Board meetings. He/she shall conduct all meetings in a manner consistent with the policies of the District. He/she shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/she shall announce the Board's decision on all subjects. He/she shall vote on all questions and on roll call his/her name shall be called last.

**2.6** A majority of the Board shall constitute a quorum. However, all actions must be approved by a minimum of three Board members. When there is no quorum for a regular meeting, the President, Vice President, or any Board member shall adjourn such meeting, or, if no Board member is present, the District secretary shall adjourn the meeting.

**2.7** A roll call vote shall be taken upon the passage of all ordinances and resolutions, and shall be entered in the minutes of the Board showing those Board members voting aye, those voting no and those not voting or absent. A roll call vote shall be taken and recorded on any vote not passed unanimously by the Board. Unless a Board member states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote.

**2.8** Public Comment and Public Testimony shall be directed to the President of the Board and limited to three minutes unless extended or shortened by the President in his/her discretion.

**2.9** Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings. All video tape recorders, still or motion picture cameras shall be located and operated from behind the public speakers podium once the meeting begins.

### **3. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES**

**3.1** The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads;

NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 00-723  
PAGE 3

3.2 The District Secretary shall be required to make a record only of such business as was actually passed upon by a vote of the Board and, except as provided in Section 3.3 below, shall not be required to record any remarks of Board Members or any other person;

3.3 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting that item is discussed.

3.4 The District Secretary shall attempt to record the names and addresses of persons addressing the Board, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter; and

3.5 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

3.6 Any tape or film record of a District meeting made for whatever purpose at the direction of the District shall be subject to inspection pursuant to the California Public Records Act. District tape and film records may be erased ninety (90) days after the taping or the recording.

#### **4. MEMBERS OF THE BOARD OF DIRECTORS**

4.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff or exchanged between Directors before meetings.

4.2 Information that is exchanged before meetings shall be distributed through the General Manager, and all Directors will receive all information being distributed.

4.3 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

4.4 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not to create barriers to the implementation of said action.

#### **5. AUTHORITY OF DIRECTORS**

5.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.

5.2 Directors do not represent any fractional segment of the community, but are, rather, a part of the body which represents and acts for the community as a whole.

5.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

5.4 The Board of Directors at a regular or special meeting may authorize a Director or Staff to speak or communicate on behalf of the District or represent the District at a meeting or related function. Board members shall not express their opinions as representing the Board as indicated in Paragraph 5.5.

NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 00-723  
PAGE 4

5.5 A Director expressing comments other than at Board Meetings, Special Meeting or at the specific direction of the Board of Directors pursuant to Section 5.4 shall make it clear that he/she is speaking on his/her own behalf and not representing the District or its Board of Directors.

**6. DIRECTOR GUIDELINES**

6.1 Board Members, by making a request to the General Manager or Administrative Assistant, shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the General Manager or the Administrative Assistant cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, work loads, and priorities, then the General Manager or Administrative Assistant shall inform the individual Board Member why the information is not or cannot be made available.

6.2 In handling complaints from residents and property owners of the District, said complaints should be referred directly to the General Manager.

6.3 In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, said concerns should be referred directly to the General Manager.

6.4 When approached by District personnel concerning specific District policy, Directors should direct inquires to the General Manager or Administrative Assistant. The chain of command should be followed.

6.5 Directors and General Manager should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.

6.6 When responding to constituent request and concerns, Directors should respond to individuals in a positive manner and route their questions to the General Manager, or in his/her absence, to the Administrative Assistant.

6.7 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

**7. DIRECTOR COMPENSATION (Established pursuant to Resolution 95-450)**

7.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned or special meeting of the Board attended by him/her and for each day's service rendered as a Director by request of the Board.

7.2 Each Director is authorized to receive fifty dollars (\$50.00) as a compensation for each meeting other than regular, adjourned or special meetings and/or other function attended by him/her and each half day's service rendered as a Director at the request of the Board.

7.3 Director compensation shall not exceed six full days in any one calendar month.

7.4 Each Board Member is entitled to reimbursement for their expenses incurred in the performance of the duties required or authorized by the Board.

**8. BOARD BY-LAW REVIEW POLICY**

The Board By-law Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action. At the request of any Director, the Board By-Laws may be reviewed at any time subject to Section 2.3.

**9. RESTRICTIONS ON RULES**

9.1 The rules contained herein shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal laws.

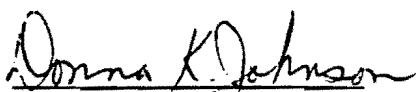
On the motion of Director Simon, seconded by Director Mobraaten and on the following roll call vote, to wit:

AYES: Directors Simon, Mobraaten, Mendoza, Blair and Kaye  
NOES: None  
ABSENT: None  
ABSTAIN: None

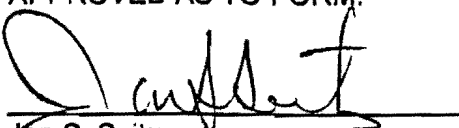
the foregoing resolution is hereby adopted this 2<sup>nd</sup> day of February 2000.

  
Gene Kaye, President  
Nipomo Community Services District

ATTEST:

  
Donna K. Johnson  
Secretary to the Board

APPROVED AS TO FORM:

  
Jon S. Seitz  
District Legal Counsel

AGENDA ITEM  
FEB 07 2001



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: FEBRUARY 7, 2001

#### CONSENT AGENDA

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

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]  
Approval of Minutes of January 17, 2001 Regular Board meeting
- F-3) SECOND QUARTER FINANCIAL REPORT [ACCEPT AND FILE]
- F-4) ACCEPTANCE OF TRACT 1712/2383 [RECOMMEND APPROVAL]  
Resolution accepting water & sewer improvements for Tract 1712/2383



**WARRANTS FEBRUARY 7, 2001**

**HAND WRITTEN CHECKS**

18402	01-23-01	R BLAIR	50.00
18403	01-23-01	R MOBRAATEN	50.00
18404	01-29-01	FIRST AMER TITLE	720.00
18405	01-29-01	S MARTIN	42.12

VOID 18406, 18407

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount
5538	02/07/01	EDA01	EDA	237.95
5539	02/07/01	FGL01	FGL ENVIRONMENTAL	705.60 44.80 201.60 44.80 44.80 44.80 176.00
Check Total.....:				1262.40
5540	02/07/01	GRO01	GROENIGER & CO	931.12
5541	02/07/01	GWA01	GWA INC	25.00
5542	02/07/01	IKO01	IKON OFFICE SOLUTIONS	47.20
5543	02/07/01	JOH01	DONNA JOHNSON	56.91
5544	02/07/01	LEE01	LEE WILSON ELECTRIC	619.72
5545	02/07/01	MCI01	MCI WORLD COM	7.88 13.48 11.50 3.65
Check Total.....:				36.51
5546	02/07/01	MID03	MIDSTATE BANK MASTERCARD	99.61
5547	02/07/01	MIL01	MILLS-KOEHLER	50.00
5548	02/07/01	MIN01	POLLY MINTLING	125.00
5549	02/07/01	MOB01	RICHARD MOBRAATEN	100.00
5550	02/07/01	PER01	PERS RETIREMENT	1938.62
5551	02/07/01	PER02	PERS HEALTH BENEFITS	3540.28
5552	02/07/01	PGE01	P G & E	17321.09
5553	02/07/01	PRE01	PRECISION JANITORIAL	135.00
5554	02/07/01	RIC01	RICHARDS, WATSON, GERSHON	26201.12
5555	02/07/01	SHI01	SHIPSEY & SEITZ, INC	3659.50
5556	02/07/01	SIM02	ALBERT SIMON	100.00
5557	02/07/01	SLO02	DIV OF ENVIRON HEALTH	414.00
5558	02/07/01	SLO03	SAN LUIS OBISPO RECORDER	14.00
5559	02/07/01	TER01	TERMINIX	43.00
5560	02/07/01	THE01	THE GAS COMPANY	143.88
5561	02/07/01	VER01	VERIZON	29.06
5562	02/07/01	WIN01	MICHAEL WINN	100.00
5563	02/07/01	WIR02	WIRSING, JUDY	100.00
5564	02/07/01	XER01	XEROX CORPORATION	60.17

**COMPUTER GENERATED CHECKS**

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount
5511	01/16/01	EMP01	EMPLOYMENT DEVELOP DEPT	328.29
5512	01/16/01	MID01	MID STATE BANK	1549.30 382.48
Check Total.....:				1931.90
5513	01/16/01	MID02	MIDSTATE BANK - DIRECT DP	11581.60
5514	01/16/01	SIM01	DEBRA SIMMONS	150.00
5515	01/16/01	STA01	STATE STREET GLOBAL	880.00
5516	01/29/01	CHA02	CHARTER COMMUNICATIONS	46.35
5517	01/29/01	PAC01	PACIFIC BELL	29.52 46.50 70.30
Check Total.....:				146.34
5518	01/29/01	SLO01	SAN LUIS OBISPO COUNTY	14.00
5519	01/29/01	VER02	VERIZON WIRELESS	29.90
5520	02/01/01	EMP01	EMPLOYMENT DEVELOP DEPT	313.24
5521	02/01/01	MID01	MID STATE BANK	1491.61 381.98
Check Total.....:				1873.59
5522	02/01/01	MID02	MIDSTATE BANK - DIRECT DP	11475.53
5523	02/01/01	SIM01	DEBRA SIMMONS	150.00
5524	02/01/01	STA01	STATE STREET GLOBAL	1042.00
5525	02/07/01	ADV01	ADVANTAGE ANSWERING PLUS	105.95
5526	02/07/01	ASM01	FRED ASMUSSEN	800.00
5527	02/07/01	BCS01	BASIC CHEMICAL SOLUTIONS	1033.68 201.57
Check Total.....:				1235.25
5528	02/07/01	BLA01	ROBERT L BLAIR	100.00
5529	02/07/01	BOG01	LISA BOGNUDA	38.06
5530	02/07/01	BOO01	BOOK PUBLISHING CO	901.41
5531	02/07/01	BOY01	BOYLE ENGINEERING CORP	12723.48
5532	02/07/01	CAL03	CALIFORNIA ELECTRIC SUPPL	47.21
5533	02/07/01	CLA01	CLANIN & ASSOCIATES, INC	988.72 4914.08
Check Total.....:				5902.80
5534	02/07/01	COR01	CORBIN WILLITS SYSTEMS	500.00
5535	02/07/01	CRE01	CREEK ENVIRONMENTAL LABS	30.00 30.00 25.00 30.00 30.00 30.00
Check Total.....:				205.00
5536	02/07/01	DAT01	DATAMATIC INC	150295.50
5537	02/07/01	DEC01	DeCHANCE CONSTRUCTION CO	9310.59

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

JANUARY 17, 2001

AGENDA ITEM  
FEB 07 2001



REGULAR MEETING 10:30 A.M.  
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

### BOARD MEMBERS

ROBERT BLAIR, PRESIDENT  
AL SIMON, VICE PRESIDENT  
RICHARD MOBRAATEN, DIRECTOR  
MICHAEL WINN, DIRECTOR  
JUDITH WIRSING, DIRECTOR

### STAFF

DOUGLAS JONES, GENERAL MANAGER  
DONNA JOHNSON, SECRETARY TO THE BOARD  
JON SEITZ, GENERAL COUNSEL

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

#### A. CALL TO ORDER AND FLAG SALUTE

President Blair called the meeting to order at 10:30 a.m. and led the flag salute.

#### B. ROLL CALL

At Roll Call, all Board members were present.

#### C. PUBLIC COMMENTS PERIOD

##### PUBLIC COMMENTS

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

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

#### D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

##### D-1) GIS DATA AUTOMATION PROJECT PRESENTATION

Establishing District water and sewer facilities on a GIS computer mapping system  
Presentation by Michael Samuel, Nobel Systems

Mr. Michael Samuel of Nobel Systems gave a presentation of the Geographical Information Systems (GIS) system. It has the ability to create intelligent maps that are able to be linked to other important databases. There were no public comments. Upon motion of Director Winn and seconded by Director Simon, the Board unanimously agreed to direct staff to prepare two agreements for a District GIS system with Nobel Systems. One agreement would include training of staff to prepare updates and the other to have Nobel Systems update. Vote 5-0

##### D-2) SUMMIT STATION - REBATE PROGRAM

Review rebate program for installation of booster pumps at Summit Station area higher elevation residences

President Blair declared a conflict of interest and stepped down from the Board for this item.

The Board considered staff's recommendation for a rebate program pursuant to Boyle Engineering Report on the Summit Station evaluation. There was much Board discussion. There were no public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously agreed to direct staff to complete the Application for Pressure Pump Rebate Program with the stipulations that this does not apply to new construction, applicant must respond in 60 days and be completed with construction in six months from date of application. Vote 4-0 with President Blair excused from this item.

President Blair returned to the Board.

D-3) REQUEST FOR ANNEXATION - TRACT 2325 (MARTIN)

A 55-lot development on 160 acres fronting Willow Rd. across from Black Lake Golf Course

A request was received from Jon Martin to annex Tract 2325, a 55-lot development on 160 acres fronting Willow Rd. across from the Black Lake Golf Course Development.

The following members of the public spoke:

Vince McCarthy, 194 E. Dana St. Nipomo - asked about well having certain water rights.

Answer: Do not know if water rights can be transferred. District would probably accept a dedication.

Jon Martin, Martin-Farrell Homes - He is moving forward with project either with NCSD or a homeowners association for the water system. Director Winn suggested that Mr. Martin contact Nipomo Community Advisory Council.

Upon motion of President Blair and seconded by Director Simon, the Board directed staff to express a favorable intention toward annexation of Tract 2325 and to develop an "in-lieu" fee with the aid of the consultant's (Kennedy-Jenks) report. Vote 4-1 with Director Wirsing voting no.

D-4) MONTECITO VERDE II SEWER CONNECTION

Review consultant options to connect MVII to District sewer system

Sandy Harwood of EDA presented the new alternative #5 for connecting Montecito Verde II to the District-wide sewer system. There were no public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved Option #5 and directed engineer to proceed.

D-5) REQUEST FOR SERVICE - PARCEL MAP CO 00-345 (WHEELER)

Request for water service for a 4-lot development on Live Oak Ridge Rd.

A request was received from Dyer Engineering for a 4-lot development (one-acre lots) on Live Oak Ridge. There were no public comments.

Upon motion of Director Mobraaten and seconded by Director Simon, the Board unanimously approved an Intent-to-Serve letter for Parcel Map CO 00-345 with the conditions as outlined in the Board letter. Vote 5-0

D-6) REQUEST FOR SEWER SERVICE - (OUTSIDE DISTRICT)

Request for emergency sewer connection at 447/445 Amado Street

A request for emergency sewer service on a parcel outside the District boundary was received from Mr. Pedro Nunez. There were no public comments. Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously agreed to direct staff to establish an Outside-District Sewer User Rate of 130% of the In-District Rate and to prepare a resolution for the Board's consideration. Vote 5-0



**E. OTHER BUSINESS**

- E-1) REFUSE COLLECTION BY NCSD  
Application to LAFCO to establish garbage collection by NCSD

NCSD has been investigating the possibility of providing refuse collection for its customers.

The following member of the public spoke:

Vince McCarthy, 194 E. Dana St. Nipomo - asked if this would be put to the voters.

Answer: When the District was formed in 1965, these powers were established and has been a latent power. A mail ballot will be sent to customers concerning mandatory collection.

Upon motion of Director Simon and seconded by Director Mobraaten, the Board unanimously agreed to adopt Resolution 2001-753 requesting LAFCO to establish garbage collection.

**RESOLUTION NO. 2001-753  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
FOR APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION  
TO ESTABLISH GARBAGE COLLECTION**

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

- F-1) WARRANTS [RECOMMEND APPROVAL]  
F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]  
Approval of Minutes of January 3, 2001 Regular Board meeting  
F-3) INVESTMENT POLICY - QUARTERLY REPORT [ACCEPT AND FILE]  
F-4) YEAR 2001 DISTRICT INVESTMENT POLICY [RECOMMEND APPROVAL]  
Resolution adopting District annual investment policy

There were no public comments.

Director Winn requested that item F-1 be pulled until a readable copy of the Warrants was available. Copies were made and given to the Board.

Upon motion of Director Winn and seconded by President Blair, the Board unanimously approved items F-2, F-3, and F-4.

**RESOLUTION 2001-754  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT ADOPTING THE  
YEAR 2001 DISTRICT INVESTMENT POLICY**

After Item G, the Board came back to Item F-1. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved the Warrants as presented.

**G. MANAGER'S REPORT**

General Manager, Doug Jones, presented information on the following.

- G-1) PROPOSED COUNTY PARKS POLICY ON EASEMENTS

The following members of the public spoke:

Vince McCarthy, 194 E. Dana St. Nipomo - commented that it seemed that the Board of Supervisors should notify the District better.

John Eppards, 1505 Champions Lane, Nipomo - asked about an easement problem in the Black Lake area.

Answer: Since it does not involve NCSD, it was suggested that he contact the County. Donna Mills suggested that he come to a Nipomo CAC meeting.

#### H. DIRECTORS COMMENTS

Director Winn asked about Annex. 18 (Newdoll)

Director Mobraaten

President Blair asked whether a certain form needed to be filed with the elections office. (Staff will check)

President Blair directed the Board back to Item F-1 of the Consent Agenda.

There was no need to go into Closed Session.

#### ADJOURN

President Blair adjourned the meeting at 12:50 p.m.

The next regular Board meeting will be held on February 7, 2001.

AGENDA ITEM  
FEB 07 2001



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES/LISA BOGNUDA  
DATE: FEBRUARY 7, 2001

#### SECOND QUARTER FINANCIAL STATEMENTS

Attached are the Consolidated Balance Sheet as of December 31, 2000 (Page 2) and the Consolidated Income Statement for the six months ended December 31, 2000 (Page 3). Also, attached is the summary of revenues and expenses and cash balances for each fund as of December 31, 2000 and December 31, 1999 (Page 1). The prior year is presented for comparison purposes.

We are in the process of revising the consolidated income statement (Page 3) to include the amount budgeted for each consolidated line item as well as the percentage of budget available. Until this is completed, attached are Pages 4-10 that will provide this information.

Detailed information by Fund (balance sheet and income statement with budgeted amounts) is available in the office.

If you have any questions, please don't hesitate to ask.

#### RECOMMENDATION

It is staff's recommendation, to accept and file the second quarter financial statements.

SUMMARY OF REVENUES AND EXPENSES BY FUND  
SIX MONTHS ENDED DECEMBER 31, 2000

COMPARISON

FUND	FUND #	YTD REVENUES	YTD EXPENSES	FUNDED REPLACEMENT	12/31/00	TRANSFERS TO/FROM	After Transfers	12/31/99
					YTD SURPLUS/ (DEFICIT)		YTD SURPLUS/ (DEFICIT)	YTD SURPLUS/ (DEFICIT)
Administration	110	51,724	(51,724)		0	0	0	0
Town Water	120	662,747	(445,222)	(76,998)	140,527	0	140,527	225,145
Town Sewer	130	313,644	(128,833)	(49,998)	134,813	(2) (400,000)	(265,187)	88,868
Blacklake Water	140	152,317	(64,743)	(13,500)	74,074	(2) (400,000)	(325,926)	50,909
Blacklake Sewer	150	70,820	(46,779)	(4,500)	19,541		19,541	16,626
Montecito Verde II	160	3,424	(3,748)	0	(324)		(324)	3,625
Blacklake Streetlighting	200	12,505	(7,967)	0	4,538		4,538	5,217
Property Taxes	600	141,452	(150,295)	0	(8,843)	(1) 7,833	(1,010)	111,434
Drainage Maintenance	610	5,880	0	0	5,880	(1) (7,833)	(1,953)	8,962
Town Water Capacity Fees	700	19,966	(668)	0	19,298	0	19,298	17,360
Town Sewer Capacity Fees	710	78,876	0	0	78,876	0	78,876	58,646
Funded Replacement-Town Water	800	18,541	0	76,998	95,539	0	95,539	63,203
Funded Replacement-Town Sewer	810	24,206	0	49,998	74,204	(2) 400,000	474,204	60,689
Funded Replacement-BL Water	820	5,342	0	13,500	18,842	(2) 400,000	418,842	6,271
Funded Replacement-BL Sewer	830	1,257	0	4,500	5,757	0	5,757	4,049
<b>TOTAL</b>		<b>1,562,701</b>	<b>(899,979)</b>	<b>0</b>	<b>662,722</b>	<b>0</b>	<b>662,722</b>	<b>721,004</b>

CASH BALANCE OF EACH FUND  
AS OF DECEMBER 31, 2000

COMPARISON  
CASH BALANCE  
12/31/99

FUND	FUND #	CASH BALANCE 12/31/00	CASH BALANCE 12/31/99
Administration	110	(61,108)	(5,741)
Town Water	120	329,930	276,193
Town Sewer	130	515,592	585,104
Blacklake Water	140	282,538	638,165
Blacklake Sewer	150	52,521	17,830
Montecito Verde II	160	51,681	50,132
Blacklake Streetlighting	200	56,799	55,301
Property Tax	600	503,534	277,841
Drainage Maintenance	610	5,000	134,449
Town Water Capacity Fees	700	702,159	317,829
Town Sewer Capacity Fees	710	2,539,312	2,210,302
Funded Replacement-Town Water	800	608,203	473,982
Funded Replacement-Town Sewer	810	1,086,063	554,888
Funded Replacement-BL Water	820	473,216	51,467
Funded Replacement-BL Sewer	830	42,055	32,274
<b>TOTAL</b>		<b>7,187,495</b>	<b>5,670,016</b>

Transfers Pursuant to the following Resolutions:  
(1) Resolution 00-733  
(2) Resolution 00-749

NIPOMO COMMUNITY SERVICES DISTRICT  
BALANCE SHEET - CONSOLIDATED  
AS OF DECEMBER 31, 2000

ASSETS	
-----	
Cash and Cash Equivalents	7,187,494.99
Accounts Receivable - Utility Billing	89,088.43
Unbilled Accounts Receivable	257,000.00
Property, Plant & Equipment	25,763,110.93
Accumulated Depreciation	(6,399,425.72)
Prepaid Insurance	6,136.08
Accrued Interest Receivable	114,839.67
Receivable - Other	3,112.22
Notes Receivable - MV I	57,311.65
Deposit - W/C Insurance	3,201.00
Loan Fees - SRF Loan	256,834.00
Accumulated Amortization - SRF Loan Fees	(10,477.88)
	-----
Total Assets	27,328,225.37
	=====
LIABILITIES	
-----	
Refunds Payable	406.65
Construction Meter Deposits	7,000.00
Compensated Absences Payable	42,735.00
Customer Deposit	3,585.14
Payroll Taxes Payable	3,902.38
Retention Payable	30,000.00
Deposit - Maintenance Guarantee	11,400.00
Deposit - Pomeroy Rd Water Line	24,170.00
Deferred Revenue	6,300.00
Revenue Bonds - Current Portion	7,000.00
SRF Loan #110 - Current Portion	34,868.35
SRF Loan #120 - Current Portion	42,180.25
Revenue Bonds Payable - Long Term Portion	176,000.00
SRF Loan #110 Payable - Long Term Portion	627,630.30
SRF Loan #120 Payable - Long Term Portion	801,424.75
	-----
Total Liabilities	1,818,602.82
	-----
FUND EQUITY	
-----	
Contributed Capital - Assets	6,108,934.66
Contributed Capital - Capacity Fees (CY)	227,970.00
Contributed Capital - Capacity Fees (PY)	9,216,946.90
Contributed Capital - Right of Way	31,600.00
Contributed Capital - Assessment Districts	1,563,451.00
Contributed Capital - Grants	3,178,335.00
Retained Earnings-Reserved (Debt Service)	15,600.00
Retained Earnings-Reserved (Emergencies)	50,000.00
Retained Earnings-Reserved (Sewer Grant)	195,000.00
Retained Earnings-Reserved (Funded Replacement)	1,073,428.50
Retained Earnings - Unreserved	3,185,632.40
CURRENT EARNINGS	662,724.09
	-----
Total Fund Equity	25,509,622.55
	-----
Total Liabilities and Fund Equity	27,328,225.37
	=====

UNAUDITED

NIPOMO COMMUNITY SERVICES DISTRICT  
INCOME STATEMENT - CONSOLIDATED  
FOR THE PERIOD ENDING DECEMBER 31, 2000

REVENUES  
-----

Water - Fixed Charge	165,526.55
Water - Usage	558,883.12
Construction Water	12,519.42
Fire System Fee	977.69
Emergency Intertie Water Sales - SCWC	38.20
Sewer Charges	319,027.31
Fees and Penalties	15,239.91
Meters	10,424.00
Plan Check & Inspection Fees	4,492.00
Sewer Lift Station Fees	5,500.00
Front Footage Fees	15,445.25
Miscellaneous Income	37,670.77
Street Lighting Charges	10,752.00
Operating Transfers In - Funded Administration	50,343.82
Operating Transfers In - Funded Replacement	144,996.00
<b>Total Revenues</b>	<b>1,351,836.04</b>

OPERATIONS AND MAINTENANCE  
-----

Wages and Benefits	100,621.05
Electricity	131,434.27
Natural Gas	29,332.99
Chemicals	6,721.69
Lab Tests	8,643.22
Operating Supplies	13,470.19
Repairs and Maintenance	35,705.21
Engineering	35,460.22
Fuel	4,483.07
Dues and Subscriptions	111.00
Automatic Meter Reading Devices - New Installation	150,295.50
Meters - Replacement Program	11,165.44
Uniforms	1,109.83
Operating Transfers Out - Funded Replacement	144,996.00
<b>Subtotal - O &amp; M</b>	<b>673,549.68</b>

GENERAL AND ADMINISTRATIVE  
-----

Wages and Benefits	106,594.78
Utilities	1,983.73
Audit	3,348.00
Bank Charges and Fees	180.45
Computer Expense	7,024.13
Consulting	3,540.00
Director Fees	7,750.00
Dues and Subscriptions	2,541.30
Education and Training	1,775.00
Insurance - Liability	6,260.96
Landscape and Janitorial	1,220.00
Legal - General Counsel	19,739.39
Legal - Water Counsel	118,948.63
Miscellaneous	236.16
Newsletters & Mailers	354.68
Office Supplies	1,518.63
Operating Supplies	7,869.91
Outside Service	1,932.04
Postage	3,634.27
Public Notices	412.50
Repairs and Maintenance	1,984.09
Property Taxes	319.67
Telephone	1,743.05
Travel and Mileage	1,802.83
Operating Transfer Out - Funded Administration	50,343.82
<b>Subtotal - G &amp; A</b>	<b>353,048.02</b>

NON OPERATING INCOME  
-----

Interest Income	222,669.62
Property Tax Revenues	130,645.02
Gain on Sale	2,550.00
<b>Subtotal - Non Operating Income</b>	<b>355,864.64</b>

NON OPERATING EXPENSES  
-----

Interest Expense	4,575.00
<b>Subtotal - Non Operating Expenses</b>	<b>4,575.00</b>

Net Surplus/(Deficit)	676,527.98
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REPORT.: 01/31/01  
 RUN....: 01/31/01  
 Run By.: LISA

Nipomo CSD  
 Statement of Revenues & Expenditures  
 ALL FUNDS

PAGE: 004  
 ID #: GLBS  
 CTL.: NIP

Ending Calendar Date.: December 31, 2000 Fiscal (06-01)

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	BALANCE
<b>Revenues</b>				
Water - Town Water-Fixed Chg	13968.57	141584.91	294000.00	152415.09
Water - BL Water-Fixed Chg	7978.39	23941.64	48000.00	24058.36
Water - Town Water Usage	24895.85	453639.38	761000.00	307360.62
Water - BL Water Usage	25323.05	105490.46	157000.00	51509.54
Water - Town Construction Water	3640.45	12401.85	0.00	-12401.85
Water - BL Construction Water	0.00	117.57	0.00	-117.57
Water - Town Fire System Fee	147.80	977.69	0.00	-977.69
Sewer - Town Fire System Fee	27.00	0.00	0.00	0.00
Water - Town Customer Refunds	0.00	-246.72	0.00	246.72
Water - Town Intertie-SCWC	0.00	38.20	0.00	-38.20
Sewer - Town Sewer Sales	30237.20	211138.73	409000.00	197861.27
Sewer - BL Sewer Sales	23065.89	69344.65	132000.00	62655.35
Sewer - Town Sewer - County	6174.00	36828.00	73000.00	36172.00
M.V. II Sewer Sewer - Montecito Verde	0.00	1715.93	5300.00	3584.07
Water - Town Account Set Up Fees	231.25	2722.57	5000.00	2277.43
Water - BL Account Set Up Fees	40.00	407.00	400.00	-7.00
Water - Town Penalties	1591.23	7254.33	15000.00	7745.67
Water - BL Penalties	0.00	447.01	1500.00	1052.99
Water - Town Non Payment Fees	50.00	965.00	4300.00	3335.00
Water - BL Non Payment Fees	50.00	50.00	100.00	50.00
Water - Town Tampering Charge	0.00	109.00	0.00	-109.00
Water - Town NSF Check Charges	0.00	245.00	500.00	255.00
Water - Town Tampering Fee	0.00	0.00	200.00	200.00
Water - Town Meter Fees	0.00	10424.00	9350.00	-1074.00
Water - Town Water Connection Fees	0.00	3040.00	0.00	-3040.00
Water - Town Plan Check & Inspection F	0.00	500.00	3000.00	2500.00
Sewer - Town Plan Check & Inspection F	0.00	100.00	1500.00	1400.00
Water - BL Plan Check & Inspection Fee	3892.00	3892.00	0.00	-3892.00
Sewer - Town Sewer Lift Station Fees	0.00	5500.00	0.00	-5500.00
Water - Town Front Footage Fee	0.00	15445.25	0.00	-15445.25
Administration Miscellaneous Income	28.53	138.53	0.00	-138.53
Water - Town Miscellaneous Income	427.32	1709.07	0.00	-1709.07
Sewer - Town Miscellaneous Income	3750.00	34581.45	0.00	-34581.45
Administration Copy Income	30.40	363.18	0.00	-363.18
Administration Rental Income	0.00	20.00	0.00	-20.00
Administration Administrative Fees	0.00	358.54	0.00	-358.54
Administration Annexation Fees	0.00	500.00	0.00	-500.00
BL Street Light Street Lighting Charge	7458.00	10752.00	18258.00	7506.00
Administration Oper Transfer In-Funded	6150.48	50343.82	124120.00	73776.18
F.D.-Town Water Oper Transfer In-Funde	12833.00	76998.00	154000.00	77002.00
F.D.-Town Sewer Oper Transfer In-Funde	8333.00	49998.00	100000.00	50002.00
F.D.-BL Water Oper Transfer In-Funded	2250.00	13500.00	27000.00	13500.00
F.D.-BL Sewer Oper Transfer In-Funded	750.00	4500.00	9000.00	4500.00
<b>Gross Revenues</b>	<b>183323.41</b>	<b>1351836.04</b>	<b>2352528.00</b>	<b>1000691.96</b>
<b>Expenditures</b>				
Administration Wages G & A	2583.17	28414.95	61750.00	33335.05
Water - Town Wages G & A	2790.58	30696.37	73625.00	42928.63
Sewer - Town Wages G & A	1817.90	19996.93	40375.00	20378.07
Water - BL Wages G & A	307.09	3377.94	7125.00	3747.06
Sewer - BL Wages G & A	307.09	3377.94	7125.00	3747.06
BL Street Light Wages G & A	0.00	0.00	500.00	500.00
Water - Town Wages O & M	3288.16	36169.50	82225.00	46055.50
Sewer - Town Wages O & M	794.69	8741.46	17875.00	9133.54
Water - BL Wages O & M	802.87	8831.73	17875.00	9043.27
Sewer - BL Wages O & M	1041.52	11456.95	25025.00	13568.05
M.V. II Sewer Wages O & M	0.00	0.00	1000.00	1000.00
Drainage Wages O & M	0.00	0.00	500.00	500.00

REPORT.: 01/31/01  
 RUN....: 01/31/01  
 Run By.: LISA

Nipomo CSD  
 Statement of Revenues & Expenditures  
 ALL FUND(S)

PAGE: 005  
 ID #: GLBS  
 CTL.: NIP

Ending Calendar Date.: December 31, 2000 Fiscal (06-01)

Expenditures (Continue)	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	BALANCE
Water - Town Wages-Overtime G & A	0.00	0.00	465.00	465.00
Water - Town Wages-Overtime O & M	854.92	7927.14	20000.00	12072.86
Sewer - Town Wages-Overtime O & M	146.72	1936.40	4500.00	2563.60
Water - BL Wages-Overtime O & M	126.15	1929.65	4000.00	2070.35
Sewer - BL Wages-Overtime O & M	269.49	2572.07	6700.00	4127.93
Administration Payroll Taxes G & A	29.85	328.35	1020.00	691.65
Water - Town Payroll Taxes G & A	33.95	373.45	1550.00	1176.55
Sewer - Town Payroll Taxes G & A	19.84	218.24	625.00	406.76
Water - BL Payroll Taxes G & A	3.91	43.01	220.00	176.99
Sewer - BL Payroll Taxes G & A	3.89	42.79	250.00	207.21
Water - Town Payroll Taxes O & M	60.08	639.42	1850.00	1210.58
Sewer - Town Payroll Taxes O & M	13.66	154.83	735.00	580.17
Water - BL Payroll Taxes O & M	13.47	156.02	255.00	98.98
Sewer - BL Payroll Taxes O & M	19.00	203.41	295.00	91.59
Administration PERS Retirement G & A	180.77	2169.84	3600.00	1430.16
Water - Town PERS Retirement G & A	195.34	2344.08	5520.00	3175.92
Sewer - Town PERS Retirement G & A	127.26	1527.12	2200.00	672.88
Water - BL PERS Retirement G & A	21.50	258.00	775.00	517.00
Sewer - BL PERS Retirement G & A	21.48	257.76	885.00	627.24
Water - Town PERS Retirement O & M	230.17	2762.03	6480.00	3717.97
Sewer - Town PERS Retirement O & M	55.63	667.56	2600.00	1932.44
Water - BL PERS Retirement O & M	56.20	674.41	905.00	230.59
Sewer - BL PERS Retirement O & M	72.91	874.92	1035.00	160.08
Administration Medical G & A	469.67	4068.82	6300.00	2231.18
Water - Town Medical G & A	0.00	3777.17	9660.00	5882.83
Sewer - Town Medical G & A	0.00	1804.61	3860.00	2055.39
Water - BL Medical G & A	0.00	367.58	1350.00	982.42
Sewer - BL Medical G & A	0.00	367.70	1550.00	1182.30
Water - Town Medical O & M	0.00	4985.56	11340.00	6354.44
Sewer - Town Medical O & M	0.00	1170.54	4540.00	3369.46
Water - BL Medical O & M	0.00	1192.22	1590.00	397.78
Sewer - BL Medical O & M	0.00	1539.18	1810.00	270.82
Administration Dental G & A	112.45	749.51	1350.00	600.49
Water - Town Dental G & A	0.00	847.53	2070.00	1222.47
Sewer - Town Dental G & A	0.00	399.16	820.00	420.84
Water - BL Dental G & A	0.00	82.63	300.00	217.37
Sewer - BL Dental G & A	0.00	82.55	330.00	247.45
Water - Town Dental O & M	0.00	1074.13	2430.00	1355.87
Sewer - Town Dental O & M	0.00	257.16	980.00	722.84
Water - BL Dental O & M	0.00	258.52	330.00	71.48
Sewer - BL Dental O & M	0.00	340.66	390.00	49.34
Administration Workers Comp G & A	17.56	220.03	1425.00	1204.97
Water - Town Workers Comp G & A	18.98	208.78	2185.00	1976.22
Sewer - Town Workers Comp G & A	12.36	135.96	875.00	739.04
Water - BL Workers Comp G & A	2.09	22.99	300.00	277.01
Sewer - BL Workers Comp G & A	2.09	22.99	350.00	327.01
Water - Town Workers Comp O & M	647.35	2312.29	2565.00	252.71
Sewer - Town Workers Comp O & M	222.17	626.98	1025.00	398.02
Water - BL Workers Comp O & M	102.82	511.61	365.00	-146.61
Sewer - BL Workers Comp O & M	125.55	654.70	410.00	-244.70
Administration Electricity G & A	294.84	1502.74	3500.00	1997.26
Water - Town Electricity O & M	9695.12	66242.36	150000.00	83757.64
Sewer - Town Electricity O & M	7216.03	35836.76	55000.00	19163.24
Water - BL Electricity O & M	4796.27	14903.42	50000.00	35096.58
Sewer - BL Electricity O & M	1302.80	6734.66	15000.00	8265.34
BL Street Light Electricity O & M	1548.18	7717.07	19000.00	11282.93
Administration Natural Gas G & A	0.00	113.16	1350.00	1236.84
Water - Town Natural Gas G & A	0.00	17.73	0.00	17.73
Sewer - Town Natural Gas G & A	0.00	0.00	0.00	0.00
Water - BL Natural Gas G & A	0.00	0.00	0.00	0.00
Sewer - BL Natural Gas G & A	0.00	0.00	0.00	0.00



REPORT.: 01/31/01  
 RUN....: 01/31/01  
 Run By.: LISA

Nipomo CSD  
 Statement of Revenues & Expenditures  
 ALL FUND(S)

PAGE: 006  
 ID #: GLBS  
 CTL.: NIP

Ending Calendar Date.: December 31, 2000 Fiscal (06-01)

Expenditures (Continue)	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	BALANCE
Water - Town Natural Gas O & M	6071.89	29332.99	40500.00	11167.01
Water - Town Chemicals O & M	294.86	2554.35	5100.00	2545.65
Water - BL Chemicals O & M	0.00	0.00	1500.00	1500.00
Sewer - BL Chemicals O & M	961.02	4167.34	8000.00	3832.66
Water - Town Lab Tests O & M	81.20	1852.82	8800.00	6947.18
Sewer - Town Lab Tests O & M	254.00	2376.40	7500.00	5123.60
Water - BL Lab Tests O & M	0.00	1136.00	2000.00	864.00
Sewer - BL Lab Tests O & M	329.20	3218.80	7200.00	3981.20
M.V. II Sewer Lab Tests O & M	29.60	59.20	0.00	-59.20
Administration Oper Supplies G & A	0.00	67.43	7000.00	6932.57
Water - Town Oper Supplies G & A	0.00	4659.45	0.00	-4659.45
Sewer - Town Oper Supplies G & A	0.00	1789.18	0.00	-1789.18
Water - BL Oper Supplies G & A	15.30	637.77	0.00	-637.77
Sewer - BL Oper Supplies G & A	15.33	716.08	0.00	-716.08
Water - Town Oper Supplies O & M	920.16	11131.77	19000.00	7868.23
Sewer - Town Oper Supplies O & M	298.38	1670.88	2600.00	929.12
Water - BL Oper Supplies O & M	48.62	314.09	1000.00	685.91
Sewer - BL Oper Supplies O & M	54.69	353.45	1000.00	646.55
Administration Outside Service G & A	3.75	72.60	1590.00	1517.40
Water - Town Outside Service G & A	360.45	674.08	0.00	-674.08
Sewer - Town Outside Service G & A	5.00	96.80	0.00	-96.80
Water - BL Outside Service G & A	349.71	381.84	0.00	-381.84
Sewer - BL Outside Service G & A	2.00	38.72	625.00	586.28
Water Capacity Outside Service G & A	0.00	668.00	0.00	-668.00
Water - Town Outside Service O & M	78.60	1703.33	12780.00	11076.67
Sewer - Town Outside Service O & M	1030.13	4088.85	10800.00	6711.15
Water - BL Outside Service O & M	60.48	80.91	1605.00	1524.09
Sewer - BL Outside Service O & M	11.79	34.77	0.00	-34.77
M.V. II Sewer Outside Service O & M	0.00	0.00	1500.00	1500.00
Administration Permits/Op Fees G & A	0.00	0.00	100.00	100.00
Water - Town Permits/Op Fees O & M	0.00	5340.56	7200.00	1859.44
Sewer - Town Permits/Op Fees O & M	0.00	400.00	0.00	-400.00
Water - BL Permits/Op Fees O & M	0.00	942.46	1400.00	457.54
Sewer - BL Permits/Op Fees O & M	0.00	400.00	0.00	-400.00
M.V. II Sewer Permits/Op Fees O & M	0.00	200.00	200.00	0.00
Administration Repair/Maint G & A	0.00	29.91	0.00	-29.91
Water - Town Repair/Maint G & A	0.00	99.70	0.00	-99.70
Sewer - Town Repair/Maint G & A	0.00	39.88	0.00	-39.88
Water - BL Repair/Maint G & A	0.00	13.95	0.00	-13.95
Sewer - BL Repair/Maint G & A	0.00	15.96	0.00	-15.96
Water - Town Repair/Maint O & M	3825.95	13265.02	35000.00	21734.98
Sewer - Town Repair/Maint O & M	3491.61	16684.18	23000.00	6315.82
Water - BL Repair/Maint O & M	0.00	1328.98	5500.00	4171.02
Sewer - BL Repair/Maint O & M	0.00	202.50	2000.00	1797.50
Water - Town R&M-Veh/Equip O & M	205.67	874.44	5000.00	4125.56
Sewer - Town R&M-Veh/Equip O & M	59.95	316.29	2000.00	1683.71
Water - BL R&M-Veh/Equip O & M	20.85	110.00	1500.00	1390.00
Sewer - BL R&M-Veh/Equip O & M	23.46	123.80	500.00	376.20
Water - Town Engineering O & M	4998.62	26972.92	10000.00	-16972.92
Sewer - Town Engineering O & M	0.00	4998.43	1000.00	-3998.43
Water - BL Engineering O & M	0.00	0.00	500.00	500.00
Sewer - BL Engineering O & M	0.00	0.00	500.00	500.00
M.V. II Sewer Engineering O & M	0.00	3488.87	15800.00	12311.13
Water - Town Fuel O & M	496.63	2689.84	4800.00	2110.16
Sewer - Town Fuel O & M	190.38	1031.12	1840.00	808.88
Water - BL Fuel O & M	66.22	358.64	640.00	281.36
Sewer - BL Fuel O & M	74.49	403.47	720.00	316.53
Water - Town Paging Service O & M	78.64	367.81	900.00	532.19
Sewer - Town Paging Service O & M	30.15	140.99	350.00	209.01
Water - BL Paging Service O & M	10.49	0.00	0.00	70.95
Sewer - BL Paging Service O & M	11.79	5.16	140.00	74.04

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Expenditures (Continue)	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	BALANCE
Water - Town Meters-New Inst O & M	0.00	0.00	2000.00	2000.00
Property Taxes AMR-New Install O & M	150295.50	150295.50	0.00	-150295.50
Water - Town Meters-Replace O & M	0.00	11165.44	15000.00	3834.56
Water - BL Meters-Replace O & M	0.00	0.00	2000.00	2000.00
Water - Town Uniforms O & M	160.06	665.90	1800.00	1134.10
Sewer - Town Uniforms O & M	61.36	255.26	690.00	434.74
Water - BL Uniforms O & M	21.34	88.78	240.00	151.22
Sewer - BL Uniforms O & M	24.01	99.89	270.00	170.11
Water - Town Contingency O & M	0.00	0.00	500.00	500.00
Sewer - Town Contingency O & M	0.00	0.00	500.00	500.00
Water - BL Contingency O & M	0.00	0.00	500.00	500.00
Sewer - BL Contingency O & M	0.00	0.00	500.00	500.00
Water - Town Oper Transfer Out-Fund Re	12833.00	76998.00	154000.00	77002.00
Sewer - Town Oper Transfer Out-Fund Re	8333.00	49998.00	100000.00	50002.00
Water - BL Oper Transfer Out-Fund Repl	2250.00	13500.00	27000.00	13500.00
Sewer - BL Oper Transfer Out-Fund Repl	750.00	4500.00	9000.00	4500.00
Administration Audit G & A	0.00	502.20	500.00	-2.20
Water - Town Audit G & A	0.00	1674.00	1675.00	1.00
Sewer - Town Audit G & A	0.00	669.60	670.00	0.40
Water - BL Audit G & A	0.00	234.36	235.00	0.64
Sewer - BL Audit G & A	0.00	267.84	270.00	2.16
Administration Bank Charges/Fees G & A	13.70	81.70	300.00	218.30
Water - Town Bank Charges/Fees G & A	0.00	98.75	180.00	81.25
Water - BL Bank Charges/Fees G & A	0.00	0.00	25.00	25.00
Administration Computer Expense G & A	357.26	1053.62	1800.00	746.38
Water - Town Computer Expense G & A	1190.86	3512.09	6000.00	2487.91
Sewer - Town Computer Expense G & A	476.34	1404.83	2400.00	995.17
Water - BL Computer Expense G & A	166.72	491.70	840.00	348.30
Sewer - BL Computer Expense G & A	190.52	561.89	960.00	398.11
Administration Consulting G & A	122.25	122.25	0.00	-122.25
Water - Town Consulting G & A	407.50	2042.50	5400.00	3357.50
Sewer - Town Consulting G & A	163.00	789.75	2070.00	1280.25
Water - BL Consulting G & A	57.05	275.05	720.00	444.95
Sewer - BL Consulting G & A	65.20	310.45	810.00	499.55
Administration Director Fees G & A	82.50	1162.50	2550.00	1387.50
Water - Town Director Fees G & A	275.00	3875.00	8500.00	4625.00
Sewer - Town Director Fees G & A	110.00	1550.00	3400.00	1850.00
Water - BL Director Fees G & A	38.50	542.50	1190.00	647.50
Sewer - BL Director Fees G & A	44.00	620.00	1360.00	740.00
Administration Dues and Subscriptions	220.35	416.75	720.00	303.25
Water - Town Dues and Subscriptions G	734.50	1296.08	2400.00	1103.92
Sewer - Town Dues and Subscriptions G	293.80	455.66	960.00	504.34
Water - BL Dues and Subscriptions G &	102.83	190.55	340.00	149.45
Sewer - BL Dues and Subscriptions G &	117.52	182.26	380.00	197.74
Water - Town Dues and Subscriptions O	0.00	30.50	0.00	-30.50
Sewer - Town Dues and Subscriptions O	0.00	25.00	0.00	-25.00
Water - BL Dues and Subscriptions O &	0.00	30.50	0.00	-30.50
Sewer - BL Dues and Subscriptions O &	0.00	25.00	0.00	-25.00
Administration Education and Training	0.00	184.50	975.00	790.50
Water - Town Education and Training G	0.00	1057.50	3250.00	2192.50
Sewer - Town Education and Training G	0.00	246.00	1300.00	1054.00
Water - BL Education and Training G &	0.00	188.60	455.00	266.40
Sewer - BL Education and Training G &	0.00	98.40	520.00	421.60
Administration Elections G & A	0.00	0.00	975.00	975.00
Water - Town Elections G & A	0.00	0.00	3250.00	3250.00
Sewer - Town Elections G & A	0.00	0.00	1300.00	1300.00
Water - BL Elections G & A	0.00	0.00	455.00	455.00
Sewer - BL Elections G & A	0.00	0.00	520.00	520.00
Administration Insurance-Liability G &	147.15	882.90	1875.00	992.10
Water - Town Insurance-Liability G & A	490.50	3000.00	3000.00	0.00
Sewer - Town Insurance-Liability G & A	196.20	1177.20	2500.00	1322.80

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Water - BL Insurance-Liability G & A	68.67	412.02	1000.00	587.98
Sewer - BL Insurance-Liability G & A	78.48	470.88	875.00	404.12
BL Street Light Insurance-Liability G	41.66	249.96	500.00	250.04
Administration Landscape and Janitoria	32.55	183.00	750.00	567.00
Water - Town Landscape and Janitorial	108.50	610.00	2500.00	1890.00
Sewer - Town Landscape and Janitorial	43.40	244.00	1000.00	756.00
Water - BL Landscape and Janitorial G	15.19	85.40	350.00	264.60
Sewer - BL Landscape and Janitorial G	17.36	97.60	400.00	302.40
Administration Legal-General Counsel G	988.00	7220.39	15000.00	7779.61
Water - Town Legal-General Counsel G &	5226.00	12018.50	15000.00	2981.50
Sewer - Town Legal-General Counsel G &	0.00	500.50	1000.00	499.50
Water - BL Legal-General Counsel G & A	0.00	0.00	1000.00	1000.00
Sewer - BL Legal-General Counsel G & A	0.00	0.00	1000.00	1000.00
M.V. II Sewer Legal-General Counsel G	0.00	0.00	1000.00	1000.00
Water - Town Legal-Water Counsel G & A	1447.77	99916.85	176000.00	76083.15
Water - BL Legal-Water Counsel G & A	275.77	19031.78	44000.00	24968.22
Administration Miscellaneous G & A	5.00	107.34	1000.00	892.66
Water - Town Miscellaneous G & A	17.87	69.70	500.00	430.30
Sewer - Town Miscellaneous G & A	0.00	33.78	500.00	466.22
Water - BL Miscellaneous G & A	0.00	11.82	1000.00	988.18
Sewer - BL Miscellaneous G & A	0.00	13.52	500.00	486.48
Administration Newsletter/Mailers G &	0.00	53.20	475.00	421.80
Water - Town Newsletter/Mailers G & A	0.00	177.34	1500.00	1322.66
Sewer - Town Newsletter/Mailers G & A	0.00	70.94	600.00	529.06
Water - BL Newsletter/Mailers G & A	0.00	24.83	235.00	210.17
Sewer - BL Newsletter/Mailers G & A	0.00	28.37	240.00	211.63
Administration Office Supplies G & A	48.12	219.00	750.00	531.00
Water - Town Office Supplies G & A	165.56	765.27	2500.00	1734.73
Sewer - Town Office Supplies G & A	66.14	305.47	1000.00	694.53
Water - BL Office Supplies G & A	23.14	106.87	350.00	243.13
Sewer - BL Office Supplies G & A	26.41	122.02	400.00	277.98
Administration Postage G & A	76.57	536.55	1200.00	663.45
Water - Town Postage G & A	265.90	1830.88	4000.00	2169.12
Sewer - Town Postage G & A	106.36	723.93	1600.00	876.07
Water - BL Postage G & A	37.22	253.36	560.00	306.64
Sewer - BL Postage G & A	42.55	289.55	640.00	350.45
Administration Public Notices G & A	240.00	259.50	300.00	40.50
Water - Town Public Notices G & A	91.80	91.80	1000.00	908.20
Sewer - Town Public Notices G & A	35.19	35.19	400.00	364.81
Water - BL Public Notices G & A	12.24	12.24	140.00	127.76
Sewer - BL Public Notices G & A	13.77	13.77	160.00	146.23
BL Street Light Public Notices G & A	0.00	0.00	100.00	100.00
Administration R&M-Office G & A	12.03	76.43	1500.00	1423.57
Water - Town R&M-Office G & A	40.09	254.75	0.00	-254.75
Sewer - Town R&M-Office G & A	16.03	101.89	0.00	-101.89
Water - BL R&M-Office G & A	5.61	35.65	0.00	-35.65
Sewer - BL R&M-Office G & A	6.41	40.77	0.00	-40.77
Administration R&M-Buildings G & A	135.00	484.70	1500.00	1015.30
Water - Town R&M-Buildings G & A	0.00	465.00	0.00	-465.00
Sewer - Town R&M-Buildings G & A	0.00	186.00	0.00	-186.00
Water - BL R&M-Buildings G & A	0.00	65.10	0.00	-65.10
Sewer - BL R&M-Buildings G & A	0.00	74.40	0.00	-74.40
Water - Town R&M-Buildings O & M	1680.00	1680.00	0.00	-1680.00
Sewer - Town R&M-Buildings O & M	644.00	644.00	0.00	-644.00
Water - BL R&M-Buildings O & M	224.00	224.00	0.00	-224.00
Sewer - BL R&M-Buildings O & M	252.00	252.00	0.00	-252.00
Water - Town Property Taxes G & A	0.00	217.67	470.00	252.33
Sewer - Town Property Taxes G & A	0.00	72.00	75.00	3.00
Administration Telephone G & A	91.28	196.17	700.00	503.83
Water - Town Telephone G & A	104.90	773.07	900.00	126.93
Sewer - Town Telephone G & A	41.77	280.00	900.00	619.23

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Water - BL Telephone G & A	43.63	260.87	500.00	239.13
Sewer - BL Telephone G & A	45.62	274.89	600.00	325.11
Administration Travel/Mileage G & A	3.41	214.84	1875.00	1660.16
Water - Town Travel/Mileage G & A	11.38	1023.78	6250.00	5226.22
Sewer - Town Travel/Mileage G & A	4.55	289.82	2500.00	2210.18
Water - BL Travel/Mileage G & A	1.59	158.51	875.00	716.49
Sewer - BL Travel/Mileage G & A	1.82	115.88	1000.00	884.12
Administration Utilities-Trash G & A	2.18	29.19	0.00	-29.19
Water - Town Utilities-Trash G & A	32.78	184.00	0.00	-184.00
Sewer - Town Utilities-Trash G & A	12.69	71.49	0.00	-71.49
Water - BL Utilities-Trash G & A	4.42	24.91	0.00	-24.91
Sewer - BL Utilities-Trash G & A	4.98	28.11	0.00	-28.11
Water - Town Oper Transfer Out-Funded	3690.29	30206.29	74472.00	44265.71
Sewer - Town Oper Transfer Out-Funded	1414.61	11579.05	28548.00	16968.95
Water - BL Oper Transfer Out-Funded Ad	492.04	4027.48	9930.00	5902.52
Sewer - BL Oper Transfer Out-Funded Ad	553.54	4531.00	11170.00	6639.00
Water - Town Int Inc-MM	-3.17	-7.67	-14.00	-6.33
Sewer - Town Int Inc-MM	-6.72	-17.65	-112.00	-94.35
Water - BL Int Inc-MM	-4.61	-13.23	-33.00	-19.77
Sewer - BL Int Inc-MM	-0.48	-1.05	-1.00	0.05
M.V. II Sewer Int Inc-MM	-0.52	-1.23	-3.00	-1.77
BL Street Light Int Inc-MM	-0.54	-1.26	-3.00	-1.74
Property Taxes Int Inc-MM	-5.01	-11.85	-14.00	-2.15
Drainage Int Inc-MM	-0.07	-0.14	-7.00	-6.86
Water Capacity Int Inc-MM	-6.48	-14.19	0.00	14.19
Sewer Capacity Int Inc-MM	-24.61	-56.42	0.00	56.42
F.D.-Town Water Int Inc-MM	-5.82	-13.25	-24.00	-10.75
F.D.-Town Sewer Int Inc-MM	-8.53	-16.95	-28.00	-11.05
F.D.-BL Water Int Inc-MM	-2.65	-3.46	-3.00	0.46
F.D.-BL Sewer Int Inc-MM	-0.40	-0.90	-2.00	-1.10
Water - Town Int Inc-Savings	-0.72	-2.52	-12.00	-9.48
Sewer - Town Int Inc-Savings	-1.50	-5.83	-98.00	-92.17
Water - BL Int Inc-Savings	-1.03	-4.45	-28.00	-23.55
Sewer - BL Int Inc-Savings	-0.11	-0.33	-1.00	-0.67
M.V. II Sewer Int Inc-Savings	-0.12	-0.40	-2.00	-1.60
BL Street Light Int Inc-Savings	-0.12	-0.40	-3.00	-2.60
Property Taxes Int Inc-Savings	-1.12	-3.83	-12.00	-8.17
Drainage Int Inc-Savings	-0.02	-0.05	-6.00	-5.95
Water Capacity Int Inc-Savings	-1.45	-4.50	0.00	4.50
Sewer Capacity Int Inc-Savings	-5.51	-18.11	0.00	18.11
F.D.-Town Water Int Inc-Savings	-1.30	-4.24	-21.00	-16.76
F.D.-Town Sewer Int Inc-Savings	-1.91	-5.25	-25.00	-19.75
F.D.-BL Water Int Inc-Savings	-0.59	-0.91	-2.00	-1.09
F.D.-BL Sewer Int Inc-Savings	-0.09	-0.29	-1.00	-0.71
Water - Town Int Inc-LAIF	-5235.90	-10652.57	-13974.00	-3321.43
Sewer - Town Int Inc-LAIF	-11079.81	-24197.72	-29790.00	-5592.28
Water - BL Int Inc-LAIF	-7602.75	-17953.96	-32539.00	-14585.04
Sewer - BL Int Inc-LAIF	-793.50	-1474.71	-998.00	476.71
M.V. II Sewer Int Inc-LAIF	-856.93	-1706.31	-2495.00	-788.69
BL Street Light Int Inc-LAIF	-892.79	-1751.69	-2794.00	-1042.31
Property Taxes Int Inc-LAIF	-8261.32	-16476.62	-19524.00	-3047.38
Drainage Int Inc-LAIF	-114.55	-194.81	-6787.00	-6592.19
Water Capacity Int Inc-LAIF	-10691.71	-19947.42	0.00	19947.42
Sewer Capacity Int Inc-LAIF	-40612.40	-78801.85	0.00	78801.85
F.D.-Town Water Int Inc-LAIF	-9606.48	-18523.12	-23955.00	-5431.88
F.D.-Town Sewer Int Inc-LAIF	-14070.51	-24184.21	-27947.00	-3762.79
F.D.-BL Water Int Inc-LAIF	-4365.82	-5338.09	-2595.00	2743.09
F.D.-BL Sewer Int Inc-LAIF	-655.20	-1256.18	-1597.00	-340.82
Water - Town Int Inc-Alloc	52.23	0.00	0.00	0.00
Property Taxes Property Tax Revenue	-90036.72	-16954.58	16954.58	-66040.42
Drainage Property Tax Revenue	-4075.29	-5685.44	5685.44	1610.15

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Expenditures (Continue)				
Water - Town Gain on Sale	0.00	-1275.00	0.00	1275.00
Sewer - Town Gain on Sale	0.00	-1275.00	0.00	1275.00
Water - Town Trans In/(Out)	0.00	0.00	-260000.00	-260000.00
Sewer - Town Trans In/(Out)	400000.00	400000.00	0.00	-400000.00
Water - BL Trans In/(Out)	400000.00	400000.00	-52000.00	-452000.00
Property Taxes Trans In/(Out)	-5727.90	-7833.22	0.00	7833.22
Drainage Trans In/(Out)	5727.90	7833.22	0.00	-7833.22
F.D.-Town Sewer Trans In/(Out)	-400000.00	-400000.00	0.00	400000.00
F.D.-BL Water Trans In/(Out)	-400000.00	-400000.00	0.00	400000.00
Water - Town Interest Expense	4575.00	4575.00	0.00	-4575.00
Water - Town Interest Expense O & M	0.00	0.00	9450.00	9450.00
<b>Total Expenditures</b>	<b>63247.71</b>	<b>689111.95</b>	<b>1161265.00</b>	<b>472153.05</b>
<b>Net Surplus</b>	<b>120075.70</b>	<b>662724.09</b>	<b>1191263.00</b>	<b>528538.91</b>

AGENDA ITEM  
FEB 07 2001



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: FEBRUARY 7, 2001

ACCEPTING WATER AND SEWER IMPROVEMENTS FOR  
TRACT 1712/2386  
NEWDOLL

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (Newdoll) for Tract 1712/2386, an 18-lot development on Hazel Lane has installed water and sewer improvements and has met the District's conditions:

- Installed the improvements
- Paid associated fees
- Provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification

Staff recommends that your Honorable Board approve the attached Resolution 01-accept 1712/2386, accepting the water and sewer improvements for Tract 1712/2386.

Bd 2001\Accept Tr 1712.DOC

RESOLUTION NO. 00-ACCEPT 1712/2386

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS  
FOR TRACT 1712/2386 (NEWDOLL)

**WHEREAS**, on September 3, 1997 and June 7, 2000, the District issued conditional Will-Serve Letters for water and sewer service for Tract 1712/2386 on Hazel Lane in Nipomo; and

**WHEREAS**, the District approved and signed the construction plans on February 10, 1998 for the water and sewer improvements to be constructed; and

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

**WHEREAS**, on November 30, 1999 (Tract 1712) and December 18, 2000 (Tract 2386), the Owner offered the water and sewer improvements to the Nipomo Community Services District; and

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

**WHEREAS**, all water and sewer fees for service, required in conformance with District Ordinances, have been paid in full for Tract 1712/2386.

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

That the water and sewer improvements constructed to serve Tract 1712/2386 on Hazel Lane in Nipomo are accepted by this District.

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

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

the foregoing resolution is hereby adopted this 7<sup>th</sup> day of February 2001.


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

ATTEST:

APPROVED AS TO FORM:

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

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

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES   
DATE: FEBRUARY 7, 2001

AGENDA ITEM  
FEB 07 2001



MANAGER'S REPORT

G-1) MONTECITO VERDE II MEETING REVIEW

Staff met with the residents of the Montecito Verde II development to discuss the connection of their on-site sewer system to the District's area-wide sewer collector system. This was an information meeting bringing the residents up-to-date. The County Community Block Grant Program will be recommending that \$100,000 be granted to partially fund this project.

G-2) SCHOOL AGREEMENT UPDATE

Staff will discuss the status of the school agreement.

G-3) LEGISLATIVE UPDATE

See attached

G-4) LAFCO HEARING (2/15) ON NCSD PROVIDING GARBAGE COLLECTION

See attached LAFCO notification.

G-5) ARTICLES ON CHROMIUM & GLOBAL WARMING

See attached article.

G-6) US SUPREME COURT RULING OF CORP. OF ENG. JURISDICTION

Staff requested comments on this from Morro Group. See attached.

G-7) CONFLICT OF INTEREST INFORMATION

See attached article.

G-8) Letter from Lynne Reed

See attached.



**MONTECITO VERDE II SUBDIVISION; CONNECTION TO SEWER SYSTEM**

DATE: <u>JAN 15 2001</u>	<b>ENGINEERING DEVELOPMENT ASSOCIATES</b>
JOB No.: <u>22484000</u>	<b>1320 Nipomo Street/San Luis Obispo, CA 93401</b>
JOB NM: <u>MONTECITO VERDE II OPTION 5</u>	phone: (805)549-8658 fax: 805.549.8704 email: <a href="mailto:eda@edacarc.com">eda@edacarc.com</a>
CALC BY: <u>SH</u>	
CHK BY: <u>TG</u>	

**OPTION 5 OPINION OF PROBABLE CONSTRUCTION COST**

CAT. ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
<b>SEWER</b>					
12" PVC SEWER IN A.C. PAVEMENT	853	LF	38.00	\$32,414	
12" PVC SEWER IN SAND	350	LF	35.00	\$12,250	
8" PVC SEWER IN SAND	515	LF	20.00	\$10,300	
8" PVCSEWER A.C. PAVEMENT	380	LF	23.00	\$8,740	
CONST. MANHOLE	4	EA	2300.00	\$9,200	
CONST. DROP MANHOLE	1	EA	3100.00	\$3,100	
TIE-IN TO EXIST. MANHOLE	1	EA	2800.00	\$2,600	
			<b>Sewer Subtotal:</b>	<b>\$78,604</b>	
			<b>SUBTOTAL:</b>	<b>\$78,604</b>	
			CONTINGENCIES & INFLATION (20% of subtotal):	\$15,721	
			ENGINEERING (soils, staking, inspection)(15% of subtotal):	\$11,791	
			<b>GRAND TOTAL:</b>	<b>\$106,115</b>	

AC ACRE  
CY CUBIC YARD  
EA EACH  
LF LINEAR FOOT  
LS LUMP SUM  
SF SQUARE FOOT  
INSF INCHES/SQUARE FOOT  
HR HOUR

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

THIS ENGINEER'S ESTIMATE IS PREPARED AS A GUIDELINE AND DOES NOT CONSTITUTE THE BASIS FOR BID. THE CONTRACTOR IS TO PERFORM HIS/HER OWN QUANTITY TAKE-OFF AND TO BID ACCORDINGLY. IN THE EVENT THAT ERRORS OR OMISSIONS ARE ENCOUNTERED THROUGH THE BIDDING PROCESS, PLEASE CONTACT THE ENGINEER FOR CLARIFICATION.

**NIPOMO COMMUNITY SERVICES DISTRICT SEWER CONNECTION FEE = \$2370 each lot**

On-site construction cost estimated at \$65,000

Estimated construction cost:

On-site		\$65,000.00
Off-Site		\$106,115.00
Easements		<u>\$20,000.00</u>
		191,115.00
Number of Lots	35	
Estimated cost per lot	<u>\$191,115.00</u>	\$5,575.00
	35	
Sewer Connection Fee		<u>\$2,370.00</u>
Total		\$7,945.00

G 3

**California Special Districts Association**  
**LEGISLATIVE UPDATE**  
January 23, 2001

*General Information*

Following the November 2000 election, there are 26 Democrats and 14 Republicans in the State Senate. In the Assembly, 50 Democrats and 29 Republicans with one vacancy. If you have a newly-elected Senate or Assembly Member, please contact him/her and introduce yourself and your district. Start to build a relationship with your legislators immediately!

The legislative session started on January 3, 2001. The last day for bill requests to be submitted to Legislative Counsel is January 26, 2001. All bills must be introduced by February 23, 2001.

*Bill Introductions*

Although it is still early in the process, the following legislative activities have taken place:

**Education Revenue Augmentation Fund (ERAF)**

AB 3 (Ashburn) – Proposes to cap the ERAF shift at the 2000-2001 level.

SB 92/SB 93/SB 94 (Torlakson/Figueroa) – Exempts parks and recreation, fire/fire suppression, and library districts from ERAF.

SB 74 (Speier and McPherson) – Eliminates dependent/independent libraries from the ERAF shift.

**Local Government Finance**

RESERVE (Little Hoover Commission Report): – Assembly Local Government Committee Chair Patricia Wiggins – (D) Santa Rosa – has scheduled a hearing on Wednesday, January 31, 2001 to discuss local government finance and, in particular, the reserve issue that was highlighted in the Little Hoover Commission Report. It is anticipated that she may be introducing legislation on this issue.

**Speaker's Commission on Regionalism**

Speaker Robert Hertzberg has appointed a Speaker's Commission on Regionalism. He is hoping this Commission develops strategies that will encourage local governments to collaborate on shared challenges instead of trying to working against one another in a revenue battle. CSDA will be following the activities of this Commission. Special district representatives will be participating in a local government finance panel on Wednesday, January 24, 2001 at the State Capitol.

The first CSDA Legislative Committee meeting is scheduled for Monday, February 5, 2001.

### **Public Employment Relations Board – SB 739 (2001)**

In last year's session, Governor Davis signed SB 739 that places the oversight of the Meyers-Milias-Brown Act with the Public Employment Relations Board (PERB). The legislation went into effect on January 1, 2001 with instructions to begin drafting regulations. CSDA is working with the League of California Cities and the California State Association of Counties in commenting on the draft regulations as they are being developed. If your district is concerned with these regulations, the draft is available on the PERB website: <http://www.perb.ca.gov>. Additional information will be included in the next issue of the *CSDA News*. CSDA Legal Counsel David McMurchie is overseeing these activities on behalf of the members.

AB 132 (Horton) – The Meyers-Milias-Brown Act currently provides that an agency shop agreement may not apply to management, confidential, or supervisory employees. This bill would provide that an agency shop agreement may apply to management, confidential, or supervisory employees upon the agreement of the public agency.

### **LAFCO Funding**

It appears that counties are allocating the special district one-third portion of LAFCO funding (as required in AB 2838 (Hertzberg, 2000)) in different manners. The Speaker's office is cognizant of the situation and the intent is to introduce clean-up language that will clarify the appropriate allocation formula. Due to the time-sensitive application of AB 2838, there is movement to have Legislative Counsel opine on the original intent of the Legislature in this portion of the bill's language to assist in clarifying the confusion. We will keep you posted.

Mark your calendars for the 2001 Government Affairs Day! The event is scheduled at the Sacramento Convention Center on April 23, 2001.

Be sure to check the CSDA website - [www.csda.net](http://www.csda.net) - on a regular basis to obtain up-to-date information on legislative activities as the session moves into full swing.

CSDA now has a toll-free number: (877) 924-CSDA!

CSDA  
1215 K Street, Suite 930  
Sacramento, CA 95814  
(916) 442-7887  
(877) 924-CSDA  
(916) 442-7889 fax  
[www.csda.net](http://www.csda.net)

**NOTICE OF LAFCO REGULAR MEETING**

**ACTIVATION OF REFUSE COLLECTION LATENT POWER  
BY THE NIPOMO COMMUNITY SERVICES DISTRICT**

**NOTICE IS HEREBY GIVEN** by the Local Agency Formation Commission (LAFCO) of the County of San Luis Obispo, State of California, as follows:

1. At 9:00 a.m. on **February 15, 2001**, in the Board of Supervisors Chambers, County Government Center, San Luis Obispo, California, as the date, time and place of a regular meeting by said Commission on an application by the Nipomo Community Services District to exercise garbage collection and disposal services. The services were authorized at the time of district formation, but have not been actively used. Commission approval is required to activate this latent power. The requested active power is as follows:

***Government Code Section 61600 (c): The collection or disposal of garbage or refuse matter.***

2. A copy of the application is on file in the LAFCO Office, 1035 Palm Street, Room 370, San Luis Obispo, California, and may be viewed by any member of the public.

DATED: 1/19/01

By: Paul L. Hood

**PAUL L. HOOD**  
Executive Officer  
Local Agency Formation Commission  
San Luis Obispo County

FORWARDED TO:  
NIPOMO COMMUNITY SERVICES DISTRICT

## California Goes Overboard On Chromium

*A 1968 failed experiment is the prime evidence behind new California rules for Chromium 6 in drinking water. The U.S. EPA and world experts are dismayed by it all.*

Source: L.A. Times Nov. 11, 2000 —  
Marla Cones Environmental Writer

For their entire lives in a German laboratory, 101 lab mice lapped up water containing extraordinary amounts of a metallic compound. It was 1968, and scientists were trying to figure out whether chromium — widely used in industrial paints and plating materials — was dangerous in drinking water. Two of the mice — less than 2% of the 101 lab mice in the experiment — developed stomach tumors so big that the mound protruded from their bellies. All the others remained healthy.

The scientists concluded that the tumors were insignificant — perhaps just random chances — and that the cancer connection was equivocal.

Yet more than 30 years later, the fate of those two mice is the prime evidence that has been used by state health officials to commend a more stringent goal for chromium in drinking water. If enforced, that recommendation could shut down hundreds of wells throughout the state of California, at a cost of tens of millions of dollars.

George Alexeff, chief scientist at the state's Office of Environmental Health Hazard Assessment, said the state goal may be "over-erring on the side of public health." But that, he said, is exactly what public health officials must do — legally and morally — in the face of scientific uncertainty.

"The spirit of the law is when there's a controversy, we're to err on the side of being health protective," he said.

### **Federal EPA Dismissed the Study**

Others disagree. The federal Environmental Protection Agency has dismissed the German study. And one of the world's leading chromium experts, Max Costa of New York University, called it "totally stupid and scary" for California to calculate its health goal based on the fate of two mice.

Costa suspects that water containing even small amounts of chromium, particularly the most hazardous form, chro-

mium 6, may be dangerous to people who are genetically susceptible to cancer. But he said the mouse study is so problematic that calculations derived from it are no more credible than pulling a number out of a hat.

According to scientists, chromium 6, also known as hexavalent chromium, can alter DNA, mutate cells and cause cancer in human beings.

But the danger, at least so far, has been proved only when chromium 6 particles are inhaled. There are no published studies that have found a significant cancer increase from drinking it, even in lab animals consuming extremely high concentrations. Published studies — one of people in China and several involving lab animals — have found no cancer risk.

### **EPA and Experts See No Cancer Risk**

The EPA remains unconvinced that chromium 6 is carcinogenic in water. And is amazed that the proposed California health goal is 40 times more stringent than the EPA's national standard.

Silvio De Flora, a toxicologist at the University of Genoa in Italy and a prominent chromium expert, said chromium 6 is carcinogenic, "but only in the respiratory tract . . . and only after exposures at very high doses, which are only encountered in three occupational settings" in the chrome production and metal-plating industries.

That position is backed by an international panel of experts, who found no link between human cancer and chromium in water.

"For cancers other than of the lung sinonasal cavity, no consistent pattern of cancer risk has been shown among workers exposed to chromium compounds," according to the 1990 report of the International Agency for Research on Cancer.

Some recent studies have detected an excess of stomach cancers and leukemia among workers in chromium production and plating industries — where the amount of airborne particles are high. Those cancers would probably come from

swallowing chromium particles, not breathing them, the study said.

De Flora said he is convinced that "there is no possibility for oral chromium to induce cancer." He said stomach acids usually convert a large amount of the compound into a form of chromium that cannot cross into cells. But Costa said the protection offered by stomach acids is not absolute. Some people's stomachs do not convert chromium well and may be vulnerable, he said.

Chromium 6 has been especially controversial because of a well-publicized case in Hinkley — a small town in the San Bernardino desert — dramatized this year in the movie "Erin Brockovich." Water there contained levels of chromium 6 that were several thousands of times higher than those found elsewhere in the state.

Residents of the town won a \$333-million settlement from Pacific Gas & Electric in a lawsuit alleging that chromium 6 caused cancers and other serious diseases. But whether the illnesses were caused by drinking the compound or inhaling it was not determined.

### **State Proposes Unrealistic Standard**

State officials are required by the 1996 Safe Drinking Water Act to set standards for 75 pollutants, including chromium.

The environmental hazards office must first recommend a public health goal for each pollutant. Then the Department of Health Services considers that goal when setting a maximum standard that water agencies must meet. The standard in many cases is more lenient than the goal because economic factors are considered.

For most water pollutants, the public health goal is a strictly mathematical computation, based on how much of a chemical would potentially cause "one cancer among every million people exposed for a lifetime."

Based on the dose fed to the two German mice, the state's proposed goal is 2.5 parts per billion (ppb) of total chromium. At that level, state officials estimate that only 0.2 ppb would be chromium 6.

The Department of Health Services has not yet decided whether to turn the goal into a standard. Until it does, the existing standard, 50 ppb of total chromium, is the only enforceable limit. Some wells being used in the area around Edwards Air Force Base near Lancaster, for example, have

been found to have levels of chromium 6 of about 17.6 ppb, well below the current standard. Chromium, and therefore chromium 6, is often found in wells located near centers of aerospace manufacturing such as in Los Angeles, Orange, and San Diego counties.

#### **Mice Ingested 500,000 PPB**

Many scientists say the mouse study is irrelevant to humans, and they question whether the state should have used it.

The concentrations of chromium 6 in the experiments — at 500,000 ppb — were so high that mice were reluctant to drink it. Their water had almost 30,000 times higher concentrations than the wells in Lancaster. That amount of chromium is so caustic that irritation alone could have caused the mouse tumors. Also, the 2% of mice that developed tumors is not considered statistically significant, and the cancers were found in their forestomachs, an organ that humans do not have.

Given those limitations and faults, the EPA dismissed the study when setting a national standard and instead used another 1968 study, which showed no cancer in rats given water containing 25,000 ppb of chromium 6 — a whopping 10,000 times as potent as the California proposal.

Even with this knowledge, Alexeff defends California's proposal, saying that there are several reasons in addition to the mouse study to be cautious with chromium 6. "It is a well-proven cause of lung cancer and there are indications of stomach cancers among chromium plant workers," he insists.

His agency criticizes the EPA as being too slow and too lenient in setting drinking water standards. EPA officials, however, say their chromium standard of 100 ppb has a large margin of safety and they have no plans to change it.

Several toxicologists said concentrations found so far around Los Angeles are fairly low, so they should not pose much danger. But because of the uncertainties, they also urge public agencies to do whatever possible to get chromium 6 out of drinking water.

"I don't think the numbers [found in the Los Angeles-area wells] are very high, but given the potency of chromium, you can't dismiss it either," said John Froines, a UCLA toxicologist. Froines believes the state is making a policy decision, not a scientific decision because "the science is too uncertain."

Uncertain or not, spurred on by the success of the Hollywood movie, chromium 6 has become the toxic *du jour* for environmentalists and critics of municipal water agencies.

#### **Erin Warns of Threats in L.A. Water**

At a Los Angeles City Council meeting in September, the legal assistant Erin Brockovich, who discovered chromium 6 in water in Hinkley, chastised state and local officials for what she characterized as a dismissive attitude toward chromium 6 in L.A. water.

"People are being exposed to a poison in their water," said Brockovich. "Don't dismiss it. You have to ask what is the level today? What was it yesterday? How did it get there?"

Brockovich appeared before the council hearing with her boss, attorney Edward Masry, who represented the citizens of Hinkley in the PG&E suit. Also at the meeting were David S. Freeman, general manager of the Los Angeles Department of Water and Power, and David Spath, drinking water chief for the State Department of Health Services.

Freeman downplayed the threat to local water supplies and warned that closing the ground water wells would eliminate about 15% of DWP's water supply.

"Under current approved testing technology, we have not detected any chromium in our customers' drinking water above 10 ppb," Freeman said. "It's like about one eye drop in two swimming pools filled with water."

Freeman also told the council that state officials proposed the 2.5 ppb proposal as only a "public health goal." It is not a legal limit he said. "Right now we are told privately [by the state] that our water is OK, while the public is given good reason to think otherwise," Freeman said. "What is a responsible agency to do?"

Spath, however, said the risks from chromium 6 are still being debated and studied. He said the economic impact of a tougher standard must be evaluated under the state's Safe Drinking Water Act. In the meantime, he added, DHS would be sending out letters to water agencies encouraging them to test for chromium in advance of any action by the governor.

In October, the L.A. Times reported it had found city records revealing that industrial runoff with high levels of chromium 6 were discharged for two decades

into storm drains that flow to the Los Angeles River. Records show this occurred in waste water discharges between 1945 and the mid-1960s in concentrations that for one short period reached as high as 70,000 ppb, far smaller than the amounts in the mice experiments, but still high enough for concern.

Smaller discharges into storm drains continued into the early 1980s, but at considerably lower levels — typically below 3 ppb. It's not clear whether the amount of chromium found in L.A. area wells are from natural sources or seepage from storm drains. Some speculate the chemical could have entered the aquifer along a 7-mile stretch of the river near Glendale — an area that's not lined with concrete.

Water officials, including Freeman, have urged local governments to be prudent. They say the proposed public health goal is scientifically flawed, and in the San Fernando Valley basin alone could force the cities of Los Angeles, Burbank and San Fernando to pay up to \$50 million a year to buy imported water.

DHS is currently reviewing the recommendation to toughen chromium standards in water. They say that the process could take up to five or more years.

#### **Brockovich Got Job At Law Firm**

The crusading Erin Brockovich is relatively new to environmental issues. Appearing recently on *The Oprah Winfrey Show*, Brockovich said she grew up dreaming of the glitz and glamour of Hollywood. But after winning a beauty pageant and pursuing a modeling career, she realized that that kind of life was not for her. She abandoned that career in search of a "real" job and found one at an engineering and construction company, but didn't stay there long.

With no job or money, two failed marriages and three children, she said she had nowhere to turn. Then she was involved in a terrible auto accident. Her attorney, Ed Masry, failed to win a lawsuit for her but did give her a job as a file clerk at his law firm. In the files she found evidence of PG&E getting rid of real estate in the area of Hinkley, then discovered the ground was contaminated with chromium. She now acts as director of environmental research at Masry and Vititoe.

The law firm is now processing several lawsuits involving MTBE and chromium contaminated ground water in California.

## Doomsday Put Off Until 2099

It's official. Doomsday for Earth brought on by global warming has been put off until the year 2099. The previous deadline, the year 2000, has nearly passed now without any significant global warming events, forcing scientists to reconsider their previous predictions.

But no one should relax yet. Scientists say the events predicted for 2099 will be much worse than the global warming events predicted for this year.

According to the latest study, global warming may boost world temperatures by up to 11 degrees Fahrenheit by the end of the 21st century, a figure substantially higher than previous estimates. The prediction came in a confidential draft report prepared by an influential group of climate scientists sponsored by the United Nations.

Moreover, "there is now stronger evidence for human influence on global climate," the scientists concluded in their preliminary report, which was distributed to more than 100 governments last month for preview.

Several scientists familiar with the new report, prepared by an international group known as the Intergovernmental Panel on Climate Change, said its findings significantly strengthen the case for a human role in climate change. Although there is general agreement that the climate is warming, the question is how much of the change is caused by human action has been a major topic of scientific inquiry.

However, the latest report "is a stronger

conclusion" than was offered by earlier assessments, said Kevin Trenberth, head of the climate analysis section at the National Center for Atmospheric Research in Boulder, Colo. "This is not the work of one individual scientist. This is a consensus reached across scientists in the international community. It has gone through extensive reviews."

The report is not likely to quiet all debate on the issue, however. Some long-time critics of projections about global warming said they remain skeptical, especially in light that the previous predictions for the year 2000 did not materialize.

They point out that evidence suggests that the Earth's atmosphere has undergone numerous warm and cold periods, much more extreme than the most recent predictions, long before humans existed on Earth.

### **Report Blames Pollution Controls**

Disputing this view in the new draft report, the scientists conclude that it is "likely" that human actions "have contributed substantially" to the observed warming. The major human contribution is the release of so-called greenhouse gases into the atmosphere through the burning of coal, natural gas and other fossil fuels.

Overall, the panel's report says the new prediction is that temperatures worldwide may increase 2.1 to 11 degrees Fahrenheit (1 to 5.8 degrees Celsius). Earlier assessments projected an increase of 2.1 to 7.2 degrees Fahrenheit (1 to 3.5 degrees C).

According to the report, an 11-degree

shift would be a major change in climate. In October, for example, 11 degrees was the difference in average temperatures between Los Angeles and Seattle.

Paradoxically, the report suggests that the increase in the projections comes from pollution control efforts, unintentionally making the planet a hotter place.

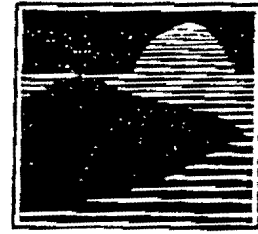
The scientists claim the greater increase is projected in large measure because of efforts to control pollution from industrial facilities and power plants. They say pollution-control measures have greatly reduced the amount of sulfate particles that cause acid rain and a variety of health problems. But those particles also have a cooling effect in the atmosphere because they deflect the sun's heat. As sulfate levels drop, the temperature will effectively rebound.

The new report, sponsored by the U.N., will not be made public until it has been approved next year. It is the first formal update in five years of an assessment prepared by the U.N. climate change panel.

The group's first report on climate change, released in 1995, generated considerable criticism over allegations that political bias had colored its assessments. In 1997, representatives of the world's nations met in Kyoto, Japan, and negotiated an agreement to stave off global warming by reducing greenhouse gases. So far, no major nation has ratified the so-called Kyoto Protocol.

The report will be the subject of a 2001 international meeting in China.

G 8



**MORRO  
GROUP, INC.**  
Environmental Services

## ***Fax Transmittal***

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January 26, 2001

Doug Jones  
Nipomo Community Services District  
148 S. Wilson Ave.  
Nipomo, CA 93444

**SUBJECT:** *Supreme Court Ruling Regarding the United States Army Corps of Engineers  
Jurisdiction Over Isolated Waters*

Mr. Jones,

Attached is a memo summarizing the outcome of the Supreme Court ruling regarding the Solid Waste Agency of Northern Cook County v. Army Corps of Engineers, No. 99-1178. If you have any questions, please contact Mary Recnts or me at (805) 543-7095.

Sincerely,

MORRO GROUP, INC.

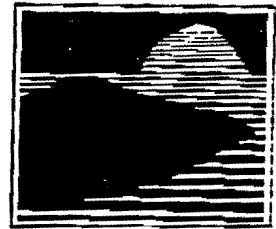
Crystahl Handel *CH*  
Resource Specialist

**2 Page(s) Submitted for Your Use**

*Faxed, no hard copy to follow*



## MEMORANDIUM



**MORRO**  
**GROUP, INC.**  
Environmental Services

**To:** Doug Jones, NCSD

**From:** Crystahl Handel, Resource Specialist  
Morro Group, Inc.

**Date:** January 26, 2001

**Subject:** Supreme Court Ruling Regarding the United States Army Corps of Engineers  
Jurisdiction Over Isolated Waters

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On Monday January 9, 2001 The United States Supreme Court ruled that the Clean Water Act (CWA) cannot prevent a group of Chicago suburbs from building a landfill over seasonal ponds used by migrating birds (*Solid Waste Agency of Northern Cook County v. Army Corps of Engineers, No. 99-1178*). The Army Corps of Engineers (ACOE) was contacted regarding this project to determine if a landfill permit was required under section 404(a) of the CWA because the operation called for filling in some of the ponds. The ACOE claimed jurisdiction over the seasonal ponds due to the "Migratory Bird Rule" and refused to issue a section 404(a) permit. The petitioner challenged the ACOE jurisdiction and the case was heard by the United States Court of Appeals for the Seventh Circuit.

The Supreme Court concluded that the actual holding was narrowly limited to waters that are "non-navigable, isolated, and intrastate." With respect to any waters that fall outside of that category, ACOE field staff should continue to exercise CWA jurisdiction to the full extent of their authority under the statute and regulations and consistent with court opinions. In addition, the Court concluded that the "Migratory Bird Rule" is not fairly supported by the CWA and ACOE field staff should no longer rely on the use of waters or wetlands as habitat by migratory birds as the sole basis for the assertion of regulatory jurisdiction under the CWA.

The following subsections of the regulatory definition of "waters of the United States" are unaffected by the recent Supreme Court ruling":

"(1) All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide";

"(2) All interstate waters including interstate wetlands" (see, e.g., CWA section 303 (a)(1);

"(4) All impoundments of waters otherwise defined as waters of the United States under the definition [except subsection (a)(3) waters]";

"(5) Tributaries to waters identified in paragraphs (a)(1)[,(2), and](4) of this section";

“(6) The territorial seas” (see CWA section 502(7));

“(7) Wetlands adjacent to waters (other than waters which are themselves wetlands) identified in paragraphs (a)(1)[.(2), (4), (5), and] (6) of this section”.

The following subsections of the regulatory definition of “waters of the United States” are affected by the recent Supreme Court ruling”:

“(3) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which could affect interstate or foreign commerce...”

Waters covered solely by subsection (a)(3) that could affect interstate commerce solely by virtue of their use as habitat by migratory birds are no longer considered “waters of the United States.”

This ruling by the Supreme Court has sparked a lot of interest, concern, and confusion throughout the environmental community. Therefore, it is recommended as specific cases arise, contact Morro Group, Inc. or ACOE legal counsel.

The following Internet sites contain more detailed information about the court case and the Supreme Court ruling:

- <http://www.spl.usace.army.mil/co/co5.html>
- <http://www.mvr.usace.army.mil/PublicAffairsOffice/InternetNews/Environment/CleanWaterAct.htm>

Feb. 2001

PUBLIC LAW



# BULLETIN

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## **New Conflict of Interest Rules for Public Officials Try to Be More "User-friendly"**

— By Iris P. Yang

**P**ublic officials and the attorneys who advise them have been concerned, if not outright confused, for several years about the intricate rules that help determine when a public official has a conflict of interest and therefore should refrain from making decisions on particular matters. In response to those concerns, the state Fair Political Practices Commission (the "FPPC") recently completed a two-year project to try to make the conflict of interest regulations more "user-friendly." These regulations are scheduled to take effect February 1, 2001. This article is intended only to highlight the more significant revisions to these regulations. Because the conflict of interest analysis is so fact-dependent, officials should seek advice if they have any questions about whether they should disqualify themselves from a particular decision.

### **The Political Reform Act**

#### **General Test Remains the Same**

In 1974, the state's voters approved Proposition 9, which enacted the Political Reform Act (Government Code § 81000 et seq.) (the "Act") and created the FPPC to adopt implementing regulations and enforce the Act. The Act, which imposes requirements upon lobbyists and regulates campaign finance, also sets forth conflict of interest rules for public officials.<sup>1</sup> The FPPC Regulations are found at Title 2, California Code of Regulations, Section 18110 et seq.

There is a general four-part test for determining if a conflict exists under the Act. An official may not

participate in the making of a governmental decision if it is (1) reasonably foreseeable that the decision will have a (2) material financial effect on the (3) official or a member of his or her immediate family or on an economic interest of the official, and (4) the effect is distinguishable from the effect on the public generally. All four parts of the test must be satisfied before disqualification is required. The Act specifies five types of possible economic interests: (1) a business entity in which the official has an investment worth \$2,000 or more; (2) an interest in real property in which the official's interest is worth \$2,000 or more; (3) a source of income of \$500 or more in the

12 months prior to the decision; (4) a business entity in which the official is an officer, director, employee, trustee or manager; and (5) a donor of gifts worth more than \$320 in the prior 12 months.<sup>2</sup>

#### **Material Financial Effect on Official or Member of Immediate Family**

The revised Regulations specify that an official has an economic interest in his or her personal finances or those of the official's immediate family.

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If it is reasonably foreseeable that a decision will affect that interest by \$250 or more in a 12-month period, the effect is considered material. However, this materiality standard does not include a financial effect on an official's real property interest or investment in a business entity. For those two types of interests, the specific materiality standards set forth in the FFPC Regulations for real property or business entities would apply, as described below. (2 Cal. Code Regs., §§ 18703.5; 18704.5; 18705.5)

### **Material Financial Effect on a Business Entity**

If a business entity initiates the proceeding or is the subject of the proceeding before the agency, it is directly involved in the decision. For example, if a councilmember is a limited partner in a real estate development entity that is applying for a rezoning, that entity is directly involved in the decision.

If a business entity is directly involved in the decision, the effect is presumed to be material unless the official's only interest is an investment interest worth \$25,000 or less and the entity is a Fortune 500 company or is listed or meets the criteria for listing on the New York Stock Exchange.

In that case, the effect is only considered material if the standards described in the last paragraph of this section to those types of entities apply.

If the business entity is indirectly involved in the decision, the new materiality standards are based on the size of that entity. An example of a business entity that could be indirectly involved in a decision would be AT&T which owns an office building within an area proposed to be included within a redevelopment project area.

For a Fortune 500 company, a decision is material if it will affect the entity's (1) gross revenues in a fiscal year by \$10 million dollars or more; (2) expenses in a fiscal year by \$2.5 million or more; or (3) assets or liabilities by \$10 million or more. For a New York Stock Exchange company, a decision will have a material financial effect if it will affect the entity's (1) gross revenues in a fiscal year by \$500,000 or more; (2) expenses in a fiscal year by \$200,000 or more; or (3) assets or liabilities by \$500,000 or more. If an entity is listed or meets the criteria for listing

on NASDAQ or AMEX, a decision is material if it will affect the entity's (1) gross revenues in a fiscal year by \$300,000 or more; (2) expenses in a fiscal year by \$100,000 or more; or (3) assets or liabilities by \$300,000 or more. For all other entities, the effect is considered material if it will affect an entity's (1) gross revenues in a fiscal year by \$20,000 or more; (2) expenses in a fiscal year by \$5,000 or more; or (3) assets or liabilities by \$20,000 or more. (2 Cal. Code Regs., § 18705.1)

### **Material Financial Effect on Real Property**

The new regulations for determining material financial effect on real property interests are perhaps the most significant of all the changes in the FFPC Regulations. The prior regulation established three "zones" for determining if a decision would have a material financial effect on an official's real property interest. If the official's property was within 300 feet, the effect was presumed to be material. If the property was located between 300 and 2,500 feet of the property that was the subject of the decision, officials often felt they needed to get the opinion of an appraiser or real estate agent to determine if the fair market value or annual rental value would be affected by \$10,000 or \$1,000, respectively. If the official's property was beyond 2,500 feet away, there was a rebuttable presumption that the decision would have no material financial effect on that property. Now there are two zones and no specified dollar amounts.

If the real property in which an official has an interest is located within 500 feet of the boundaries of the property affected by the decision, that interest is deemed to be **directly** involved in the decision. It is a rebuttable presumption, and the new regulation sets forth specific criteria on how that presumption may be rebutted if it is a leasehold interest.

If the real property in which an official has an interest is located 500 feet or more from the boundaries of the property affected by the decision, it is considered **indirectly** involved in the decision, and there is a rebuttable presumption that the effect will not be material. The regulation specifies examples of the manner in which the presumption may be rebutted, such as by affecting the use of the property in which the official has an interest. (2 Cal. Code Regs., §§ 18704.2; 18705.2)

The new regulations for determining material financial effect on real property interests are perhaps the most significant of all the changes in the FFPC Regulations.

### **Material Financial Effect on a Source of Income**

Under the Act, the definition of "income" excludes salary and reimbursement of expenses and per diem received from a governmental agency. The FPPC has amended the applicable regulation to provide that a governmental agency can be considered a source of income if the official receives a non-salary payment, such as under a contract, and that governmental source is indirectly involved in the decision. The standard for determining if the financial effect on the governmental source of income is material the same as that applied to non-profit entities that are indirectly involved in a decision and are sources of income to an official. As with for-profit entities, the materiality standards with regard to a non-profit or governmental entity vary with the size of the entity. (2 Cal. Code Regs., § 18705.3)

### **What Constitutes the "Public Generally"?**

**General Rule** – The general rule is that if a decision will affect an official's interest in substantially the same manner as a significant segment of the public generally, there is no conflict of interest. The FPPC's new regulation is organized in a manner to make it easier to determine what constitutes a "significant segment," based on what type of economic interest the official has.

For example, if the official has a real property interest, a significant segment means either (1) ten percent or more of all property owners or all homeowners in the jurisdiction of the official's agency or his or her district; or (2) 5,000 property owners or homeowners in the agency's jurisdiction. If the official has an interest in a business entity, a significant segment is considered to be either 2,000 or twenty-five percent of all business entities (including, for purposes of this section, non-profit entities) in the jurisdiction or the official's district, so long as the effect is on persons composed of more than a single industry, trade or profession. With respect to the official or an individual who is a source of income or gifts, a significant segment means either (1) ten percent of the population in the jurisdiction or the official's district, or (2) 5,000 individual residents in the jurisdiction. (2 Cal. Code Regs., §§ 18707; 18707.1)

**Small Jurisdictions** – The FPPC amended the specific regulation defining "public generally" in

jurisdictions with a population of 25,000 or less. Consistent with the changes regarding real property, the "public generally" exception applies if an official's principal residence is more than 500 feet from the boundaries of the property that is the subject of the decision; there are at least 100 properties under separate ownership within a 2,500 foot radius of the boundaries of the subject property; the official's residence is on a parcel of no more than one acre; and the decision will similarly affect the majority of the residential properties that are between 500 and 2,500 of the boundaries of the subject property. (2 Cal. Code Regs., § 18707.3)

**Residential Rental Property Interests** – The FPPC created a new exception when an official owns or has business interests in residential rental property and the proposed decision essentially affects landlord-tenant issues, such as a rent-control ordinance. If the official owns three or fewer residential property units (not including his or her principal residence) and either 5,000 or ten percent or more of all property owners or all homeowners within the jurisdiction or the official's district are similarly affected by the decision, the official may participate in the decision.

If, however, the official owns more than three residential property units, the official may participate if all of the following conditions are met: (1) the decision affects the respective rights or liabilities of tenants and owners of residential properties; (2) the official has no other economic interest arising out of the ownership or rental of the residential property being analyzed under this regulation; (3) the official's property is indirectly involved in the decision; (4) the decision affects at least ten percent of the residential property units in the jurisdiction or official's district; and (5) other residential property owners shall be affected in substantially the same manner as the official. (2 Cal. Code Regs., § 18707.9)

### **Disclosure When an Official's Participation is Legally Required**

Under certain limited circumstances, an official with a disqualifying conflict of interest may still participate in a decision if his or her participation is "legally required" because there is no alternative decision-

*The general rule is that if a decision will affect an official's interest in substantially the same manner as a significant segment of the public generally, there is no conflict of interest.*

maker, and the conflict is disclosed. This can happen, for example, if three out of five council members have disqualifying conflicts of interest, and three members are needed to constitute a quorum. Public agencies have invoked the so-called "rule of necessity" to bring back one of the disqualified members so that the governing body can conduct business. However in *Kunec v. Brca Redevelopment Agency* (1997) 55 Cal.App.4th 511, the appellate court invalidated an agency's decision because of inadequate disclosures regarding conflicts of interest when its

members invoked the rule of necessity. Consequently, the FPPC adopted a new regulation describing how, what and when such disclosures should be made when an official's participation is required.

The new regulation specifies that the official must disclose the existence of the conflict, the type of economic interest that would be affected, and a description of that specific interest. Either the official or another agency member also must describe

the circumstances under which the conflict might arise and the legal basis for concluding there is no alternative decision-making body. The information in the disclosures must be included in the minutes of the meeting or in a writing filed with the body. The disclosures must be made in open session either prior to a decision being made in open session, or immediately before or after a closed session. If the decision is not made in a public meeting, a written disclosure must be filed with the agency within 30 days after the official has participated in the decision. (2 Cal. Code Regs., § 18708)

The regulation makes clear that only the minimum number of officials with disqualifying conflicts shall be brought back in order for the decision to be made, including, if necessary, the number needed when a supermajority vote is required. It specifies that a random method may (but need not) be used to select the officials, and that such selected official shall participate in all related decisions so long as the exception applies.

### More Revisions Still Being Considered

The FPPC will continue to wrestle in the coming months with other related conflict of interest issues. One is whether the regulations should define "foreseeability" by, for instance, creating a time period after which a material financial effect is not considered "foreseeable." Another is whether the FPPC should formulate a standard of care to provide immunity for officials seeking to comply with the conflict regulations.

### When in Doubt, Seek Advice!

Effective January 1, 2001, the maximum penalty for violations of the Act, including conflict of interest violations, was increased from \$2,000 to \$5,000 per violation. (Gov. Code, § 91005.5) Because an official is considered to be personally liable for these types of violations, public officials should seek the advice of their attorneys or the FPPC if they have any questions about whether they might have a conflict of interest on an upcoming decision. Because the analysis of these situations is dependent upon specific facts and may take some time, any such advice should be sought as early as possible.

Effective January 1, 2001, the maximum penalty for violations of the Act, including conflict of interest violations, was increased from \$2,000 to \$5,000 per violation.

1 A "public official" includes not only elected public officials, but those persons listed as "designated employees" in an agency's conflict of interest code, such as a city manager, planning commissioners, city attorney, etc. Depending on the nature of the work they perform, "designated employees" can also include certain consultants or members of advisory committee.  
2 The FPPC adjusts the gift limit every two years. The \$320 limit remains in effect until December 31, 2002. But note that Government Code section 89503 prohibits local officials from accepting gifts aggregating more than \$320 from a single source in a calendar year.

For more information, please contact Iris Yang at our Sacramento office.

January 12, 2001

Nipomo Community Services District  
Board  
P.O. Box 326  
Nipomo, California 93444

Dear Board of Nipomo Community Services District,

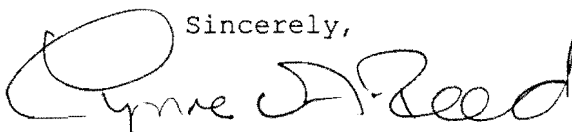
I attended a board meeting on November 1, 2000 in which Lucia Mar Unified School District was attempting to get an agreement with NCS D for the new high school that is being constructed off of Thompson Road. The NCS D board unanimously voted at that time to enter into an agreement with Lucia Mar Unified School District.

On November 14<sup>th</sup> the board of Directors of Lucia Mar Unified School District agreed to the terms of the agreement and signed it. At that time it went back to NCS D where to my understanding it still sits.

It is imperative that the agreement be signed so the proposed high school can go forward. There are many of us who have spent countless hours working on the bond and with the School Board to insure that this high school is built. The time to act is now - we can not afford to waste any more time on our children's future.

Please sign the agreement today so we can move forward!!!

Sincerely,



Lynne G. Reed  
627 Story Street  
Nipomo, California 93444



JAN 17 2001

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