

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

JULY 17, 2002

REGULAR MEETING 9:00 A.M.
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

RICHARD MOBRAATEN, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
ROBERT BLAIR, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF


DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SEC. 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 NEXT RESOLUTION 2002-826
- B. ROLL CALL NEXT ORDINANCE 2002-94
- 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) REQUEST FOR SERVICE – TRACT 2375 - HERNANDEZ
Request for water and sewer services for Tract 2375, a 24 lot development @ Orchard & Grande
- D-2) DISTRICT PERSONNEL POLICIES & PROCEDURES
Final Draft of District Personnel Policies and Procedures for the Board's review and adoption
- E. OTHER BUSINESS
- E-1) DESIGN OF A NEW WATER RESERVOIR – GARING, TAYLOR & ASSOC.
Design a new one million gallon water storage facility to be located at Dana-Foothill tank site.
- 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]
Minutes of July 3, 2002, Regular Board meeting
- F-3) INVESTMENT POLICY – QUARTERLY REPORT 6/30/02 (Receive & File)
- G. MANAGER'S REPORT
- H. COMMITTEE REPORTS
- I. DIRECTORS COMMENTS
- CLOSED SESSION
- CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
- A. SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
- B. SAVE THE MESA VS. NCSD CV 020181
- C. ANTICIPATED LITIGATION, ONE CASE
- CONFERENCE WITH NEGOTIATOR GC§54956.8
- D. WATER LINE EASEMENT ACROSS COUNTY PARK - DISTRICT NEGOTIATOR - DOUG JONES,
COUNTY NEGOTIATOR - PETE JENNY, REGARDING TERMS & PRICE. POSSIBLE LITIGATION INITIATION GC§549569

ADJOURN

The next regular Board Meeting will be held on August 7, 2002, at 9:00 a.m.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 17, 2002

**AGENDA ITEM
D-1
JULY 17, 2002**

REQUEST FOR SERVICE
TRACT 2375
HERNANDEZ

ITEM

Request for water & sewer services for Tract 2375, a 24-lot development at Orchard and Grande

BACKGROUND

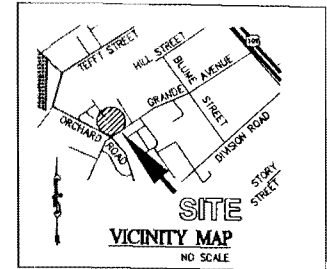
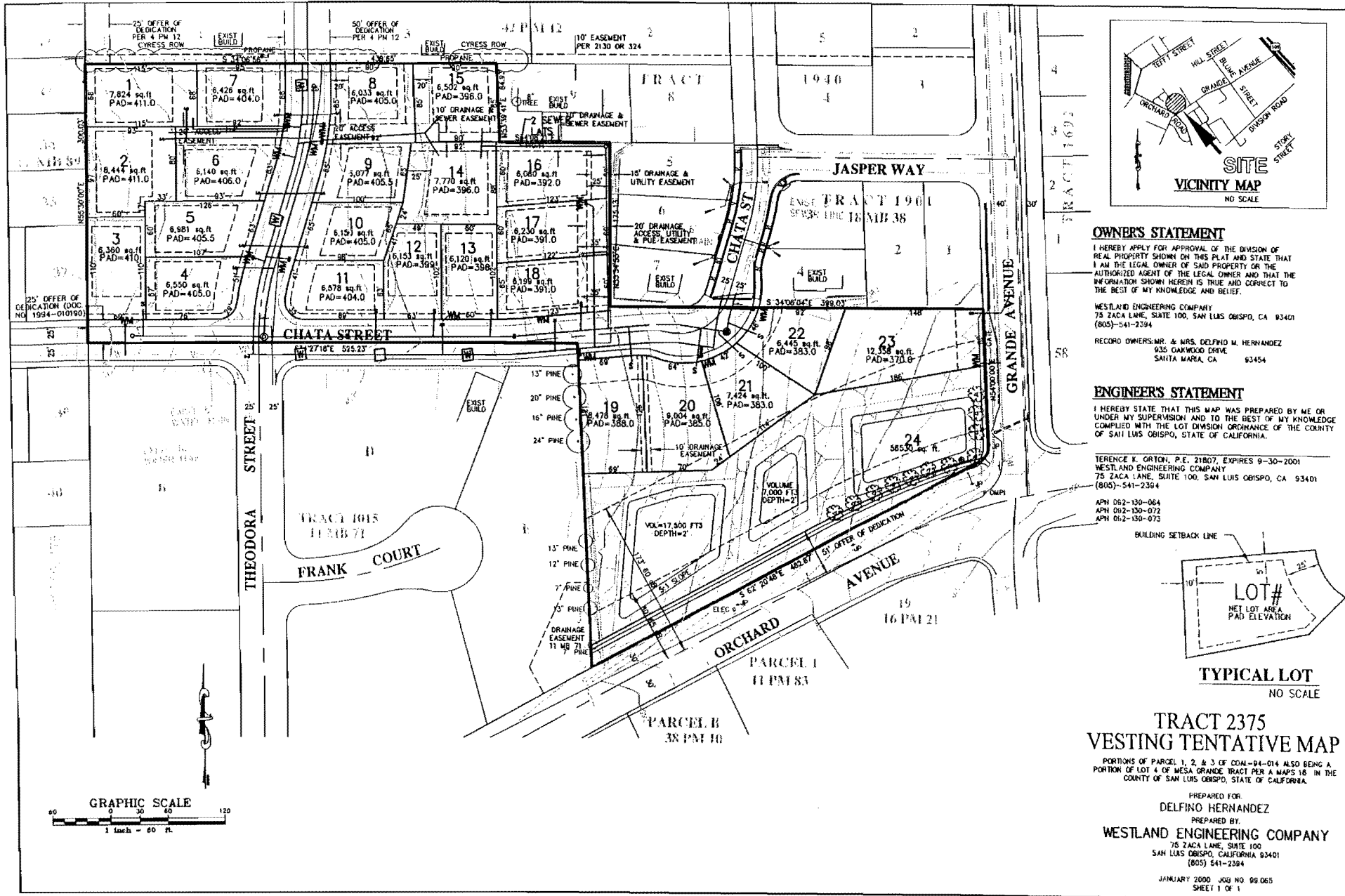
This item was continued from the July, 2002, Board meeting due to a discrepancy in the number of lots requested.

The District has received a request from Mr. Hernandez of the Orchard Development Company, for an Intent-to-Serve letter for water and sewer service to Tract 2375, consisting of 23 buildable lots and one open space lot, at the corner of Orchard and Grande. The previous Tract Map has been revised from 28 lot to 24 lots. Your Honorable Board may grant an Intent-to-Serve letter 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 Built" - A mylar 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 issue an Intent-to-Serve letter for water and sewer service for Tract 2375, with the above mentioned conditions.



OWNERS 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.

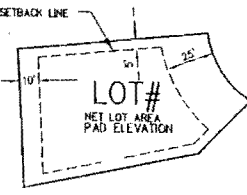
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394

RECORD OWNERS: MR. & MRS. DELFINO M. HERNANDEZ
935 OAKWOOD DRIVE
SANTA MARIA, CA 93454

ENGINEERS 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. GRIGON, P.E. 21807, EXPIRES 9-30-2001
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394

APH 062-130-064
APH 062-130-072
APH 062-130-073



TRACT 2375 VESTING TENTATIVE MAP
PORTIONS OF PARCEL 1, 2, & 3 OF COM-94-014 ALSO BEING A PORTION OF LOT 4 OF MESA GRANDE TRACT PER A MAPS 16 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

PREPARED FOR:
DELFINO HERNANDEZ
PREPARED BY:
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100
SAN LUIS OBISPO, CALIFORNIA 93401
(805) 541-2394

JANUARY 2000 JOB NO 99 065
SHEET 1 OF 1

June 17, 2002

NCSD
148 S. WILSON ST.
NIPOMO, CA 93444

Subject: Water and Sewer for Orchard Hills Home's

NCSD:

Tract 2375 consisting of 23 lots is located on the corner of Orchard Rd and Grande Ave. in Nipomo. Westland Eng. has prepared all maps and has worked with County for all requirements. The tract is in the final stages of development.


The development and owner of property is Orchard Development Company (ODC) PO Box 8212, Santa Maria, CA 93456. The ODC respectfully request water and sewer service for the tract.

As part of the development plan ODC has applied and received the allotment for 3 houses, and have submitted 3 plans to the County Building Department for permits. As soon as the tract is approved and recorded, the ODC will apply for 10 more allotments.

Site improvement will begin upon County approval of improvement maps. The ODC will begin the construction of 3 houses in conjunction with site improvement work. More houses will be built as soon as the present system allows.


If you have any questions about tract, contact Carl Wade 805-929-1528.

Thank you,


Orchard Development Co.
Delfino Hernandez

C.C.

West Land Eng.
Attn: Pam Jardini

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 17, 2002

**AGENDA ITEM
D-2
JULY 17, 2002**

DISTRICT PERSONNEL POLICIES & PROCEDURES – FINAL DRAFT

ITEM

Final Draft of District Personnel Policies and Procedures for the Board's review and adoption

BACKGROUND

In January 1991, the District adopted its first Personnel Rules and Regulations. It has been modified once by Resolution 95-546 to add a Sexual Harassment Policy. The Personnel Rules and Regulations are adequate in most cases, however, times have changed as have some laws. For example, laws have changed relating to sexual harassment and substance abuse.

As Staff looked at updating the existing document, it was decided that completely revamping the document would be beneficial to all users. Also, the job descriptions have been updated to fit the jobs that the employees are currently performing and to meet ADA (Americans with Disabilities Act) requirements.

— The Ad Hoc Personnel Committee, Director Mobraaten and Director Winn, have been working hard on this voluminous task. They have had numerous meetings with Staff, Legal Counsel and District personnel.

The Administrative Draft was presented to your Honorable Board on May 15, 2002.

A copy of the draft was delivered to each District employee on May 16, 2002. Comments were to be received by June 21, 2002. The Ad Hoc Committee recommended changes and are included in the revised Policies & Procedures.

RECOMMENDATION

After public comments are taken, Staff recommends your Honorable Board adopt the attached resolution amending and restating the District Personnel Policies and Procedures.

bd2002Personnel adoption.doc

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2002-___**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING AND RESTATING THE
PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the Board of Directors of Nipomo Community Services District (herein "District") adopted Personnel Policies and Procedures on January 2, 1991; and

WHEREAS, the District Board of Directors has directed staff to amend and restate the existing District Personnel Policies and Procedures; and

WHEREAS, on May 15, 2002, the District Board of Directors introduced the draft Personnel Policies and Procedures and circulated said draft for employee and Director comment and further set the date of July 17, 2002, for adoption of the District's revised Personnel Policies and Procedures; and

WHEREAS, the Personnel Policies and Procedures attached as Exhibit "A" to this Resolution have been reviewed by the Board of Directors and the employees of the Nipomo Community Services District; and

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

1. The policies attached hereto as Exhibit "A" are hereby adopted as the Personnel Policies and Procedures of the Nipomo Community Services District.
2. Severability. If any section, subsection, clause, or phrase of the attached District Personnel Policies and Procedures is, for any reason, found to be invalid or unconstitutional, such finding shall not affect the remaining portions of the Personnel Policies and Procedures adopted by this Resolution.
3. Repeal of Prior Personnel Policies and Procedures. The Personnel Policies and Procedures adopted by the District Board of Directors on January 2, 1991 are hereby repealed in their entirety.
4. Inconsistency. To the extent the Personnel Policies and Procedures adopted by this Resolution may be inconsistent or in conflict with the regulations and conditions of any prior District Motion, Resolution, Rule or Regulation governing the same subject, the terms and conditions of the Personnel Policies and Procedures adopted by this Resolution shall prevail.
5. Effective Date. This Resolution and the attached Personnel Policies and Procedures shall take effect immediately.

NIPOMO COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2002-___

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING AND RESTATING THE
PERSONNEL POLICIES AND PROCEDURES**

PAGE TWO

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

AYES:

NOES:

ABSENT:

CONFLICT:

the foregoing resolution is hereby passed and adopted this 17th day of July, 2002.


RICHARD MOBRAATEN
President of the Board
Nipomo Community Services District

ATTEST

APPROVED:

DONNA K. JOHNSON
Secretary to the Board

JON S. SEITZ
District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 17, 2002

**AGENDA ITEM
E-1
JULY 17, 2002**

DESIGN OF A NEW WATER STORAGE FACILITY

ITEM

Design a new one million gallon water storage facility to be located at the Dana-Foothill tank site

BACKGROUND

The Water and Sewer System Master Plan 2001 Update indicates that the District should construct an additional one million gallon water storage facility to meet the existing and future demands of the District customers. The new facility will be located at the Dana-Foothill tank site.

The District has requested a proposal from Garing, Taylor and Associates (GTA) to design the one million gallon water storage facility. GTA designed the existing one million gallon water storage facility in 1999. Much of the design could be used in designing the new facility, therefore saving in consulting fees.

Attached is the proposal from Garing, Taylor & Associates to do the proposed design of the one million gallon water storage facility, along with a site location plan.

RECOMMENDATION

Staff recommends that your Honorable Board approve the proposal from Garing, Taylor and Associates and authorize the President of the Board to execute the contract for the following services:

1. Provide the CEQA review and design of the one million gallon storage facility in the amount, not to exceed \$15,500.
2. After the bid is awarded, GT&A will provide the staking, construction inspection and contract management of the project, not to exceed \$13,600.



Civil Engineering
 Surveying
 Project Development

July 1 2002

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

SUBJECT: PROPOSAL TO DESIGN RESERVOIR NO. 5 (DANA FOOTHILL SITE , 2ND 1 MG)

Dear Doug,

In accordance with our recent conversation, Garing, Taylor & Associates Inc. proposes to design reservoir No 5, as shown on plans developed for reservoir No 4 (1st 1 MG at Dana Foothill Site).

Topo Field & Office	12hrs	\$1,000.00
Plan Set		
Cover Sheet	4 hrs	300.00
Tank Site	32 hrs	2,400.00
Details	16 hrs	1,200.00
Details	16 hrs	1,200.00
Details	16 hrs	1,200.00
NCSD Std Details	8 hrs	600.00
Principal	4 hrs	400.00
Specifications	24 hr	1,800.00
Engineer's Estimate	8 hr	<u>600.00</u>
		\$10,700.00

I propose to prepare all of the above described documents, including complete contract package, ready to bid. Our fees would be based upon actual time and materials expended on the project, not to exceed \$12,000.00.

In addition to the services proposed above, I would also like to propose that Garing Taylor & Associate prepare the documentation for the Board of Directors to consider a Negative Declaration for the above mentioned project. GTA would prepare the background paperwork for the Preliminary Environmental Investigation and provide that documentation with a timetable to you for publication and Board consideration. GTA would also attend the respective Board meetings regarding this analysis. I would propose that GTA provide these services at our normal fee schedule rates, not to exceed \$3,500.00. In the event that additional studies beyond the studies normally required for a Negative Declaration are required, I would propose that GTA would provide those studies if needed at actual costs without additional markup.

I also propose that GTA provide staking to construct the new reservoir. I propose these services be provided based upon our fee schedule and actual time and materials expended, not to exceed \$5,000.00. The staking would include slope staking for grading, staking of pipelines and reservoir.

Doug Jones
July 1, 2002
Page 2

In the event you wish GTA to perform construction inspection and management, I estimate our effort in that endeavor to be as follows:

Submittals		24 hr	\$1,800.00
Inspection	15 days @ 4 hr	60 hrs	4,400.00
Project Mgmt/Mtgs		24 hr	2,000.00
Principal		4 hr	<u>400.00</u>
			\$8,600.00

If you need more information please contact me.

Very truly

GARING, TAYLOR & ASSOCIATES, INC.

Jim Garing

Jim Garing P.E.
President

T/Admin/Proposal Res No 5.doc

RECEIVED
JUL 11 2002

NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET
P O BOX 326
NIPOMO, CA 93444

CONSULTANT SERVICES AGREEMENT TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

THIS AGREEMENT, made this _____ day of _____ 2002, 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 storage improvements at the Dana-Foothill site 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;

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

- (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.
 - (a) 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.
 - (b) 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**

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT's** direct expense.

- (c) **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 60 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.

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

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.

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

**CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY**

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:

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

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
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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

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

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

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

**CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY**

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

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

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 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.

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates
CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

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

CONSULTANT
Garing, Taylor & Associates

Managing Engineer

DISTRICT

Richard Mobraaten
Board President

AGREEMENTS\Garing TANK.DOC

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

EXHIBIT A

SCOPE OF WORK
ONE MILLION GALLON WATER STORAGE FACILITY

1. Finalize storage facility location.
2. Prepare CEQA documentation, present to District Board of Directors.
3. Acquire topographic data for design of storage facility.
4. Prepare plans, specifications and cost estimate for the facility to obtain bids.
Submit two (2) copies of the plans and specifications to the District for approval.
Submit one (1) set of reproducible mylar plans, original specifications to the District.
5. Administer the construction bidding process and report the bid results to the District Board of Directors.
6. Perform staking, construction inspection, and contract management of the project after the award of bid.
7. Provide reproducible "As Builts".

NIPOMO COMMUNITY SERVICES DISTRICT
and
Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

EXHIBIT B

PAGE ONE OF TWO

CONTRACT BUDGET

Engineering fees for developing the plans, specifications, CEQA report shall not exceed \$15,500.00.

After award of the bid for construction, perform survey staking, construction inspection, and contract management, not to exceed \$13,600.00.



Civil Engineering
 Surveying
 Project Development

NIPOMO COMMUNITY SERVICES DISTRICT
 and
 Garing, Taylor and Associates

CONSULTANT SERVICES AGREEMENT
TO DESIGN A ONE MILLION GALLON STORAGE FACILITY

EXHIBIT B
 PAGE TWO OF TWO

FEE SCHEDULE
 JANUARY 16, 2002

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		68.00/78.00
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
	FIELD	
Construction Inspector		65.00/73.00
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\Feesch011602.doc

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 17, 2002

AGENDA ITEM
F
JULY 17, 2002

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]
Minutes of June 19, 2002, Regular Board meeting
- F-3) INVESTMENT POLICY – QUARTERLY REPORT 6/30/02 (Receive & File)

WARRANTS JULY 17, 2002

AGENDA ITEM
F-1
JULY 17, 2002

HAND WRITTEN CHECKS

18539	07/03/02	U S POSTAL SERVICE	500.00
18540	07/02/02	STATE COMP INS	3,638.48
18541	07/08/02	POSTMASTER	65.20

COMPUTER GENERATED CHECKS

Warrants list will be delivered after Monday.

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

JULY 3, 2002

REGULAR MEETING 9:00 A.M.
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

RICHARD MOBRAATEN, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
ROBERT BLAIR, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SEC. 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 Mobraaten called the meeting to order at 9:02 a.m. and led the flag salute.

B. ROLL CALL

Upon Roll Call, the following Board members were present: Directors Winn, Wirsing and Mobraaten. Directors Blair and Trotter were absent.

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 Mobraaten asked for public comments. There was no public comment.

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

D-1) REQUEST FOR SERVICE – TRACT 2375 - HERNANDEZ

Request for water & sewer service for Tract 2375, a 23-lot development at Orchard & Grande

Mr. Delfino Hernandez requested service for 23 lots but the Tract Map showed 28 lots. Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously agreed to table this item for the next meeting after clarification on the number of lots for which service is requested. Vote 3-0

D-2) CANDIDATE STATEMENT – ELECTION CODE §13307

Review regulations for printing Board of Directors candidate statements for the Nov. 2002 election

The Board reviewed the resolution to be considered regarding payment of the candidates' statements for the November election of the Board of Directors

The following members of the public spoke:

Larry Verhielig – District resident- Candidate should always pay for election.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously adopted Resolution 2002-823 pertaining to candidates' statements, as amended. Vote 3-0

RESOLUTION NO. 2002-823

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING REGULATIONS PERTAINING TO CANDIDATES STATEMENTS
SUBMITTED TO THE VOTERS FOR THE DISTRICT'S GENERAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 5, 2002

MINUTES SUBJECT TO BOARD APPROVAL

E. OTHER BUSINESS

- E-1) **TEFFT STREET WATER LINE PROJECT**
Award bid to construct the Tefft Street Water Line – Pomeroy Road to Thompson Street

The Tefft Street Water Line Project has been delayed due to obtaining a permit from Cal Trans. The lowest responsible bidder was Whitaker Contractors, Inc.

The following members of the public spoke:

Larry Verheilig asked if NCSD could co-ordinate with PG&E before construction.

Upon motion of Director Wirsing and seconded by Director Winn, the Board unanimously agreed to award the Tefft Street Water Line Project to Whitaker Contractors, Inc. in the amount of \$613,830.50 and directed staff to complete the necessary documents for the contract. Vote 3-0

RESOLUTION NO. 2002-824
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AWARDING THE CONTRACT TO WHITAKER CONTRACTORS, INC.
FOR CONSTRUCTION OF A WATER LINE IN TEFFT STREET

- E-2) **ACCEPT SEWER LINE EASEMENTS - TRACT 2412**
Resolution accepting sewer line easements through Tract 2412 – Nipomo Business Center

The developers of Tract 2412, located at S. Frontage Rd. and Story St. have offered a utility easement for the District to maintain the sewer line constructed between Crystal Way and S. Frontage. There was no public comment.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously adopted Resolution 2002-825 accepting the sewer line easements for Tract 2412, the Nipomo Business Center. Vote 3-0

RESOLUTION NO. 2002-825
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING UTILITY EASEMENT FOR TRACT 2412

- 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]
Minutes of June 19, 2002, Regular Board meeting

There was no public comment.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously approved the Consent Agenda in full.

G. MANAGER'S REPORT

There was no Manager's report.

H. COMMITTEE REPORTS

Personnel Comm.- Comments are back from the employees. The Manual will be brought back to the Board for possible adoption July 17, 2002.

MINUTES
JULY 3, 2002
PAGE TWO

I. DIRECTORS COMMENTS

Director Winn would like to see a re-cap of the money spent on the "SMVWCD VS NCSD" suit and the "Save the Mesa" suit. Would like the public to know how much it costs.

Deputy Legal Counsel, Mike Seitz, announced the need to go into a Closed Session.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9

- A. SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
- B. SAVE THE MESA VS. NCSD CV 020181
- C. ANTICIPATED LITIGATION, ONE CASE

CONFERENCE WITH NEGOTIATOR GC§54956.8

- D. WATER LINE EASEMENT ACROSS COUNTY PARK - DISTRICT NEGOTIATOR - DOUG JONES,
COUNTY NEGOTIATOR - PETE JENNY, REGARDING TERMS & PRICE. POSSIBLE LITIGATION INITIATION GC§54956.9

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

ADJOURN

President Mobraaten adjourned the meeting at 9:58 a.m.

The next regular Board Meeting will be held on July 17, 2002, at 9:00 a.m.

TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: JULY 17, 2002

INVESTMENT POLICY - QUARTERLY REPORT

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

Below is the June 30, 2002 Quarterly Report for your review. The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the Investment Policy.

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

NIPOMO COMMUNITY SERVICES DISTRICT
INVESTMENT POLICY - QUARTERLY REPORT 6/30/02

The District's investments are as follows:


TYPE OF INVESTMENT	INSTITUTION	DATE OF MATURITY	AMOUNT OF DEPOSIT 6/30/02	RATE OF INTEREST	ACCRUED INTEREST 6/30/02	AMOUNT OF DEPOSIT 6/30/01	RATE OF INTEREST	ACCRUED INTEREST 6/30/01
Money Market Checking	Mid-State Bank	n/a	\$32,820.87	0.50%	\$0.00	\$33,028.87	0.50%	\$0.00
Savings	Mid-State Bank	n/a	\$880.55	2.00%	\$0.00	\$870.20	2.00%	\$0.00
Pooled Money Investment	Local Agency Investment Fund	n/a	\$11,535,006.89	(1)	(1)	\$8,697,198.12	5.32%	\$102,922.61

n/a = not applicable

(1) Available on July 15-figures will be provided to Board on July 17

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 2002 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

Respectfully submitted,


 Doug Jones
 General Manager and
 Finance Officer/Treasurer

WARRANTS JULY 17, 2002

**AGENDA ITEM
F-1
JULY 17, 2002**

HAND WRITTEN CHECKS

18539	07/03/02	U S POSTAL SERVICE	500.00
18540	07/02/02	STATE COMP INS	3,638.48
18541	07/08/02	POSTMASTER	65.20

VOIDS 7091-7095

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7096	07/05/02	EMP01	EMPLOYMENT DEVELOP DEPT	316.58	.00	316.58	A20701	STATE INCOME TAX
7097	07/05/02	MID01	MIDSTATE BANK-PR TAX DEP	1289.21 328.44	.00 .00	1289.21 328.44	A20701 1A20701	FEDERAL INCOME TAX MEDICARE (FICA)
			Check Total.....:	1617.65	.00	1617.65		
7098	07/05/02	PER01	PERS RETIREMENT	810.33	.00	810.33	A20701	PERS PAYROLL REMITTANCE
7099	07/05/02	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A20701	WAGE ASSIGNMENT
7100	07/05/02	STA01	STATE STREET GLOBAL	735.00	.00	735.00	A20701	DEFERRED COMP
7101	07/17/02	ASM01	ASMUSSEN, FRED	1300.00	.00	1300.00	060202	DISK PONDS 4 & 5
7102	07/17/02	BCS01	BASIC CHEMICAL SOLUTIONS	1125.37 353.30	.00 .00	1125.37 353.30	50575 50578	SODIUM HYPOCHLORITE/BLWWT SODIUM HYPOCHLORITE
			Check Total.....:	1478.67	.00	1478.67		
7103	07/17/02	BLA01	BLAIR, ROBERT L	100.00	.00	100.00	071702	REG MEETING
7104	07/17/02	COU01	COURIER SYSTEMS	80.00	.00	80.00	062802	LAB PICK UP
7105	07/17/02	CRE01	CREEK ENVIRONMENTAL LABS	30.00 30.00 30.00	.00 .00 .00	30.00 30.00 30.00	J2448 J2484 J2562	BL WWTP LAB BL WWTP LAB BL WWTP LAB
			Check Total.....:	90.00	.00	90.00		
7106	07/17/02	DIG01	DIGITAL WEST NETWORKS	150.00	.00	150.00	4894	HOSTING PACKAGE
7107	07/17/02	FGL01	FGL ENVIRONMENTAL	44.80 44.80 29.60 44.80 44.80 44.80 44.80 44.80 966.40	.00 .00 .00 .00 .00 .00 .00 .00 .00	44.80 44.80 29.60 44.80 44.80 44.80 44.80 44.80 966.40	205232 205233 205234 205871 205872 206286 206288 2055516	BL WWTP LAB NIPOMO WWTP LAB MONTECITO VERDE II LAB BL WWTP LAB NIPOMO WWTP LAB NIPOMO WWTP LAB BL WWTP LAB SEMI ANNUAL WATER MONITOR
			Check Total.....:	1264.80	.00	1264.80		
7108	07/17/02	GAR01	GARING TAYLOR & ASSOC	671.50 2684.53 3341.50	.00 .00 .00	671.50 2684.53 3341.50	2771 2772 2773	GENERAL ENGINEERING TEFFT ST WATER LINE TEFFT ST FROM CARRILLO
			Check Total.....:	6697.53	.00	6697.53		
7109	07/17/02	GIL01	GLM	91.35	.00	91.35	JUNE 02	BL LANDSCAPE MAINTENANCE
7110	07/17/02	GOV01	GOVERNMENT FINANCE OFFICE	35.00	.00	35.00	SUPPLEMNT	GAAFR UPDATE SUPPLEMENT
7111	07/17/02	MIS01	MISSION UNIFORM SERVICE	230.69	.00	230.69	063002	UNIFORMS
7112	07/17/02	MOB01	MOBRAATEN, RICHARD	100.00	.00	100.00	071702	REG MEETING
7113	07/17/02	NIP01	NIPOMO ACE HARDWARE INC	55.29	.00	55.29	063002	MISC SUPPLIES
7114	07/17/02	NIP02	NIPOMO GARBAGE	14.99	.00	14.99	1802-7	TRASH COLLECTION
7115	07/17/02	NIP03	NIPOMO SHELL	597.67	.00	597.67	16020	GASOLINE

COMPUTER GENERATED CHECKS

7118	07/17/02	PAC01	PACBELL/WORLDCOM	43.16	.00	43.16	T0483508	PHONE 9290161
				78.82	.00	78.82	T0483507	PHONE 9291133
				55.65	.00	55.65	T0483508	PHONE 9291341
			Check Total.....:	177.63	.00	177.63		
7117	07/17/02	PER05	PERFORMANCE METER, INC	8043.75	.00	8043.75	5579	METER REPLACEMENT PROGRAM
7118	07/17/02	SAI01	SAIC	16903.99	.00	16903.99	399440	LITIGATION ON SMVWCD
7119	07/17/02	SAN01	SANTA MARIA TIRE INC	281.47	.00	281.47	105373	TRACTOR TIRE REPAIR
7120	07/17/02	SAN03	SANTA MARIA TOOL	238.11	.00	238.11	24128	SUNDALE WELL REPAIR
7121	07/17/02	SLO02	DIV OF ENVIRON HEALTH	380.00	.00	380.00	19972	LAB TESTS
				732.55	.00	732.55	20043	CROSS CONNECTION
			Check Total.....:	1112.55	.00	1112.55		
7122	07/17/02	THE01	THE GAS COMPANY	57.69	.00	57.69	0571-6	SUNDALE GAS
7123	07/17/02	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	071702	REG MEETING
7124	07/17/02	WIN01	WINN, MICHAEL	100.00	.00	100.00	071702	REG MEETING
7125	07/17/02	WIR02	WIRSING, JUDY	100.00	.00	100.00	071702	REG MEETING
7126	07/17/02	\E001	DOUG ENLOE,	453.13	.00	453.13	000A20701	MQ CUSTOMER REFUND
07	07/17/02	\N002	NESTER CONSTRUCTION,	398.55	.00	398.55	000A20701	MQ CUSTOMER REFUND