

NIPOMO COMMUNITY SERVICES DISTRICT AGENDA

AUGUST 7, 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

Johns

68
20
1360
150
\$15.10

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 2002-827
- 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) COUNTY SERVICE AREA NO. 1 FEES
Letter from Ms. Seehof concerning sewer connection fees from CSA1 (Galaxy)
- D-2) DISTRICT ANNEXATION FEES
Sub-Committee review of the District's annexation fees
- D-3) REQUEST FOR SERVICE – TRACT 2494 (WEATHERFORD)
Request for water & sewer service for an 18-lot development on W. Tefft St.
- D-4) REQUEST FOR SERVICE – PARCEL MAP CO 02-0249 (STOKES)
Request for water & sewer service from a 4-lot development at Day & Thompson
- D-5) REQUEST FOR SERVICE – PARCEL MAP CO 01-0351 (CORELLA)
Request for water & sewer service from a 4-lot development at Mary & Tefft
- D-6) WATER AND SEWER RATE STUDY
Acquiring consulting services to update the District water & sewer rates and charges
- D-7) CONFLICT OF INTEREST CODE
Biennial review of the District's Conflict of Interest Code

E. OTHER BUSINESS

- E-1) REQUEST FOR BIDS – MONTECITO VERDE II SEWER
Request bids to connect MVII on-site sewers to the District system
- E-2) REQUEST FOR BIDS – UPGRADE TEFFT STREET LIFT STATION
Request bids to increase the pumping capacity of the Tefft St. sewer lift station

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
Minutes of July 17, 2002, Regular Board meeting
- F-3) PUBLIC EMPLOYEES RETIREMENT SYSTEM [RECOMMEND APPROVAL]
Resolution authorizing a correction to the District's Public Employees Retirement System

G. MANAGER'S REPORT

- G-1) WATER & SEWER HISTORICAL DATA

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\$54956.9
- E. PUBLIC EMPLOYEE EVALUATION – GENERAL MANAGER GC\$54957

ADJOURN

**The regular Board Meeting scheduled for August 21, 2002, has been canceled.
The next regular Board Meeting will be held on September 4, 2002, at 9:00 a.m.**

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: AUGUST 7, 2002

AGENDA ITEM
D-1
AUGUST 7, 2002

COUNTY SERVICE AREA NO. 1
FEES

ITEM

Letter from Seehof concerning sewer connection fees from CSA1 (Galaxy)

BACKGROUND

The District has received a letter from Sherry Seehof (copy enclosed) about the cost of improvements and the County Connection fees. The documents relating to this item are enclosed.

LETTER DATE	FROM	TO
7/24/02	Sherry Seehof	NCSD
6/18/01	SLO Public Works Dept	Property Owner
4/02/02	SLO Board agenda letter from SLO PWD	Board of Supervisors
6/12/02	Sherry & Thomas Seehof	Sup Achadjian
7/08/02	SLO Public Works Dept	Sherry & Thomas Seehof

Basically, Ms. Seehof indicated that she had received a letter from the County prior to the County installing sewer improvements and sewer laterals in the Galaxy Mobile Home Subdivision. The letter stated there would be "no cost to the property owner for these improvements." Later, she received information saying that the connection fee was increased from \$75.00 to \$2,000 to pay for the previously mentioned improvements installed.

I informed her that this District has no jurisdiction in the County Service Area since it is outside the District's boundary. Ms. Seehof wishes to discuss this item with your Honorable Board since District fees are required for service. I asked her to send the correspondence, which is attached.

RECOMMENDATION

This is an information item. No action is required by your Honorable Board.

7/24/02

RECEIVED

JUL 26 2002

Nipomo Community Service District
C/O Doug Jones
148 South Wilson
Nipomo Ca 93444

NIPOMO COMMUNITY
SERVICES DISTRICT

Dear Mr. Jones,

I am writing to request an item to be added to your next board meeting on August 7th, 2002. The item of concern to me is a letter written and sent to me in June 2001 from the County Public Works department. This letter informed me of the CSA 1 project to begin in Galaxy Mobile Home Park, where I reside. The CSA 1 project consisted of installing sewer laterals for our property along with 51 other properties in the mobile home park. The letter, written and signed by Will Clemens, clearly, and in no uncertain terms, stated that there would be no cost or charge to us for this project.

I wanted to make sure this letter was correct and called the public works department to make sure there would be no cost to us. I was told that there would be no charge for the project and promptly filed the letter away for future reference.

Sometime in June or July of 2001, we (my husband and myself) had saved enough to pay the NCSD's sewer connection fee of \$2,500. It had taken us many years to save this amount and thought we were on our way to being connected.

However, when I phoned the county in June of this year to find out the cost of the permit fee for sewer connection, I was told that a recent ordinance had changed the permit fee from \$75 to \$2000. I asked Doug Bird to fax a copy of the ordinance to me and he did so. The ordinance clearly states that the fee was raised to recoup the cost of installing the sewer laterals.

This ordinance is in direct conflict with the original letter sent to me in June 2001. I cannot afford to pay this fee and that is the reason I am asking you to review the issue. I feel that this project was misrepresented to all those affected. When I posed the issue to the Board of Supervisors, I was told in writing by Mr. Paavo Ogren that the original letter was correct, that there was no cost to me for the project, but that I did have to pay the fee.

I have provided copies of the original letter, the ordinance, Mr. Ogren's response to my inquiry, and minutes from the board meeting the date the ordinance was passed. It appears to me that the ordinance was not discussed in detail and that the Board of Supervisors was not aware that the original letter stated clearly that there would be no cost or charge to us for the project.

I give my permission to share these letters at the August 7th meeting. I also ask that NCSD consider that the County's actions are preventing those of us who cannot afford the \$2,000 fee from connecting to the sewer. Further, I have already paid a "connection fee" to NCSD in the amount \$2,500. The County now

wants another "connection" fee. I would ask that the County provide a detailed accounting of how the \$2,000 connection fee they are asking for will be used.

I feel that the misrepresentation needs to be addressed and that Mr. Ogren's response continues to be misleading. Therefore, I ask that the NCSD, who has a vested interest in this matter, bring the issue up at their next meeting.

Thank you for your time and consideration. I await your response to my request to place this matter on the NCSD agenda.

Sincerely,

Sherry Seehof
355 Mars Court
Nipomo Ca 93444



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: enr@co.slo.ca.us

June 18, 2001

Subject: County Service Area 1 Wastewater System Improvement Project

Dear Property Owner:

The Public Works Department is undertaking a project to improve the wastewater system in your neighborhood. We are constructing the public improvements as required by the Regional Water Quality Control Board. Please find enclosed a description of the project. There will be no cost or charge to you for this project.

As outlined in the project description, some properties currently utilize on-site septic systems and have no sewer lateral available to connect to the wastewater system. Sewer laterals will be constructed for these lots so that they are available for future connection to the wastewater system. Your property has been identified as one of those needing a sewer lateral constructed. Our project does not include connecting your property to the system. The public improvements only make the system available for future use. The sewer lateral will only be constructed up to your property line. No construction will take place on your property.

We are requesting your assistance so that we can make sure the design properly considers future needs. Enclosed you will also find an aerial photograph of your property. The purpose of this photograph is to provide you with the opportunity to indicate the preferred location of the sewer lateral for your property. Please indicate if you have a preferred location of the sewer lateral to be constructed from the street to your property line by clearly marking the photograph and returning it to us in the envelope provided. Please see the example provided on the reverse side of this letter. You may want to consider the location of your current septic tank and where your sewer line leaves your house in determining the preferred location of the sewer lateral. We would appreciate your returning the marked photograph within seven days of the receipt of this letter.

If you have any questions you may contact me at (805) 781-5299 or wclemens@co.slo.ca.us.

Sincerely,

WILL CLEMENS
Public Works Accountant

Enclosures (2)

File: CF 320.70.01 Districts/CSA 1F

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K. H. Achadjian
San Luis County Board of Supervisors

6/12/02

Dear Mr. Achadjian,

I am writing you after speaking with Vicki from your office today. I explained to her that I had recently discovered that there are new fees attached to hooking up to the sewer system in our area. We reside in Galaxy Mobile Home Park. In June 2001, we were notified of the CSA 1 project in the form of a letter from Will Clemens. That letter, (copy enclosed), gave specific and detailed information about the project and specifically stated that the project would be done at no cost or charge to us. I followed up the letter with a phone call to the Public Works department to make sure that this in fact was the case. I was informed that the letter was correct.

When I called early this week to inquire about the permit fee needed from the county, I was told it was no more than \$75, but was not quoted a firm number. I asked if there were any other fees and was told to call engineering.

When I called engineering, I spoke with Doug Bird, who informed me that there was now a \$2,000 fee to connect to recover the cost of the project. Needless to say, this shocked me, as I had a letter that said there would be no charge to us for the project. I asked Mr. Bird to fax me a copy of this recent ordinance, which he promptly did. The ordinance was presented April 2002 and in effect 30 days after.

I am writing because we were assured in writing and verbally that there would be no cost to us. Now, in direct conflict with this information, we are being told there are fees to recover the cost of the project. We may be mistaken, but it also appears that the ordinance is including other costs not directly related to the installation of the laterals, which is also objectionable. Based on the fact that we have written confirmation that there would be no cost or charge to us, we are requesting a fee waiver.

We would appreciate your review of the matter and a response within 10 working days. We know you have a busy schedule and many matters to attend to, but this issue is of great concern to us, as it is a great deal of money that we were assured we were not obligated to pay. Thank you in advance for your consideration.

Sincerely,

Sherry Seehof
Thomas Seehof
Home (805) 929-2399
Work (805) 474-7428 (Sherry)



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: engr@co.sio.ca.us

July 8, 2002

Sherry and Thomas Seehof 929-2399
355 Mars Court
Nipomo, CA 93444-9610

Subject: County Service Area No. 1 Sewer Connection Fees

Dear Mr. and Ms. Seehof:

Supervisor Achadjian has asked our department to respond to your letter of June 12, 2002, in which you question the sewer connection fee charged by the County in regard to your proposed connection to the CSA 1 sewer system.

Attached is a copy of our June 18, 2001 letter to property owners regarding the CSA 1 Wastewater System Improvement Project that you cite in your letter to the Supervisor. The purpose of this letter was to inform property owners of the project description, and to provide them with the opportunity to have input into the design of the project as to where they would prefer that the sewer laterals be constructed.

The letter stated "There will be no cost or charge to you for this project." While this is a true statement, as no property owner has been charged for the construction of the sewer lateral to their property, we apologize for any confusion. Our "project" construction did not create a cost to property owners, as it would have if it was paid for by an assessment district.

The letter also stated "Our project does not include connecting your property to the system." Connecting individual properties to the system was outside the scope of this project. When a property owner connects to a public wastewater (or water) system, connection fees are normal, and an exception has not been created for CSA No. 1.

If you wish to connect your property to the system, your property will be subject to the County's \$2,000 connection fee approved by the Board of Supervisors in April 2002, as well as any fees that may be charged by the Nipomo Community Services District and the County Planning Department for issuing a building permit.

Again, we apologize for the misunderstanding between the costs of the County project, and how it was paid, and the fees associated with your connection to the system.

If you have further questions you may contact me at (805) 781-5291.

Sincerely,



PAAVO A. OGREN

Deputy Director of Public Works - Administration

Attachments: Letter from Dept of Public Works to CSA 1 Property Owners June 18, 2001
Seehof Letter to Supervisor Achadjian June 12, 2002

c: Katcho Achadjian, Supervisor, District 4

File: CF 320.70.01 Districts/CSA 1F

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SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: ongr@co.slo.ca.us

TO: Board of Supervisors

FROM: Will Clemens, Administrative Services Officer *WC*

VIA: Paavo A. Ogren, Deputy Director of Public Works - Administration *PO*

DATE: April 2, 2002

SUBJECT: Public Hearing To Consider Amending Sewer Connection Fees For San Luis Obispo County Service Area No. 1, Nipomo, Wastewater System

Recommendation

It is recommended that your Honorable Board adopt the attached Ordinance, which amends sewer connection fees in County Service Area No. 1.

Discussion

On November 6, 2001, your Board awarded Contract No. P620151 to D-Kal Engineering to make necessary improvements to the County Service Area No. 1 (CSA 1) Wastewater Collection System. A portion of that contract work included the construction of sewer laterals to the 52 properties in CSA 1 that did not have them. Prior to this project, if a property owner wished to connect to the sewer system, the owner needed to hire a contractor to construct the sewer lateral. With the completion of this project, the need to hire a contractor to construct the sewer lateral has been eliminated, and the ability of property owners to connect, pursuant to requirements of the Regional Water Quality Control Board, has been enhanced.

This project was funded through the use of CSA 1 reserves. Current connection fees in CSA 1 are insufficient to recover the cost of this capital project and replenish the reserves. Staff is recommending increasing the connection fee in CSA 1 to recover the cost of this project. This increase will only effect the 52 properties not currently connected to the wastewater system, and will only be charged when a property is connected to the system.

The attached ordinance is being enacted pursuant to Government Code Section 66013 and all applicable provisions of said statute have been complied with. Pursuant to Government Code Section 66016 data has been made available from the County

Department of Public Works indicating the amount of cost required to provide the sewer lateral connection.

Other Agency Involvement/Impact

County Counsel has reviewed the Ordinance and approved it as to legal form and effect. County Clerk has published the required legal notices of the Public Hearing. The construction of the laterals, along with the system's connection to the Nipomo Community Services District, was required by the Regional Water Quality Control Board.

Financial Considerations

Staff is recommending increasing the connection fee to \$2,000 per connection to recover the cost to CSA 1 of constructing the sewer laterals to the 52 parcels. A breakdown of costs related to the sewer laterals is provided in Exhibit A. The current connection fee in CSA 1 is \$25 per connection. This existing fee is relatively minor due to the fact that the property owner bore the full cost of constructing the sewer lateral in the past.

Results

The result of the ordinance being adopted would be to provide the appropriate legal mechanism for CSA 1 to recover the cost of constructing sewer laterals that specifically benefit 52 properties in the district and replenish reserves. This will result in a well-governed special district. It will also enhance the ability of property owners to connect to the regional wastewater treatment facilities and will improve the health and safety and environmental conditions in the area.

Attachments - Vicinity Map
Exhibit A - Project Costs
Ordinance Amending Connection Fees

File: CF 320.10.03 Districts/CSA 1 - General

Reference: 02APR02-H-1

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TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 7, 2002

**AGENDA ITEM
D-2
AUGUST 7, 2002**

DISTRICT ANNEXATION FEES

ITEM

Sub-Committee's review of the District's annexation fees

BACKGROUND

The District's Annexation Sub-Committee (Directors Winn and Trotter) met on July 15, 2001, and reviewed the District's annexation policy and fees. The Sub-Committee felt that the annexation fee of \$500 per acre should remain in effect and not be adjusted for the applicant for Annexation No. 21.

RECOMMENDATION

A resolution could be developed reaffirming the annexation fee of \$500.00 per acre as established in 1978.

Board 2002/annexation fee.DOC

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

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING ANNEXATION FEES PURSUANT TO
DISTRICT ANNEXATION POLICY**

WHEREAS, land annexed to the Nipomo Community Services District (“District”) is susceptible to service by the District and being benefited by the District; and

WHEREAS, in 1978 pursuant to Ordinance No. 78-27 the District adopted annexation fees as follows:

A. All property hereafter annexed to the District shall be assessed a fee to be paid by the developer to the District at the time of application for annexation.

B. The fee shall be five hundred dollars (\$500) per acre, or per parcel if less than one acre.

C. If the Board fails to adopt an annexation resolution within a reasonable time after payment of the fees, the fee shall be returned to the person or persons paying the same, less an amount necessary in preparing the necessary forms of the District, not to exceed fifty dollars (\$50); and

WHEREAS, pursuant to the District’s current annexation policy, the District desires to restate by Resolution the annexation fees referenced above.

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

1. That all property hereafter annexed to the District shall be assessed a fee to be paid by the developer to the District at the time of application for annexation.

2. That the fee shall be five hundred dollars (\$500) per acre, or per parcel if less than one acre.

3. That if the Board fails to adopt an annexation resolution within a reasonable time after payment of the fees, the fee shall be returned to the person or persons paying the same, less an amount necessary in preparing the necessary forms of the District, not to exceed fifty dollars (\$50).

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

AYES:
NOES:
ABSENT:
ABSTAIN:

the foregoing resolution is hereby adopted this _____ day of _____, 2002.


Richard Mobraaten, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna Johnson, Secretary
to the Board of Directors

Jon S. Seitz, District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: AUGUST 7, 2002

**AGENDA ITEM
D-3
AUGUST 7, 2002**

REQUEST FOR SERVICE – TRACT 2494 (WEATHERFORD)

ITEM

Request for water & sewer service for an 18-lot development on W. Tefft St.

BACKGROUND

The District received a request from Westland Engineering for an Intent-to-Serve letter for an 18-lot development on W. Tefft Street. One lot is used for a drainage basin, one for open space and there will be 16 buildable 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 Builts" - 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 2494, with the above mentioned conditions.

TEFFT STREET

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, INC.
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394

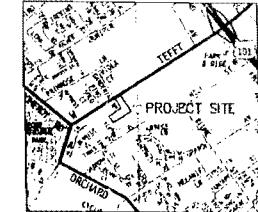
RECORD OWNER:
JAY WEATHERFORD
1230 COAST VILLAGE CIRCLE, SUITE F
SANTA BARBARA, CA 93108

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 M. ORTON, P.E. 21807, EXPIRES 9-30-2005
WESTLAND ENGINEERING, INC.
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394

APN 092-130-008



VICINITY MAP
NO SCALE

TRACT 2494
VESTING TENTATIVE MAP

LOT 4 OF CD74-013 AS RECORDED IN BOOK 14 OF PARCEL MAPS PAGE 74
IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

PREPARED FOR:
JAY WEATHERFORD
PREPARED BY:
WESTLAND ENGINEERING, INC.
75 ZACA LANE, SUITE 100
SAN LUIS OBISPO, CA 93401
(805) 541-2394

SHEET 1 OF 1
APRIL 2002 JOB NO. 02 001

PANEL 1
14 PM 73

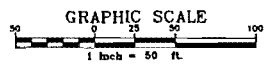
PANEL 2
14 PM 73

PANEL 3
14 PM 73

PANEL 3
14 PM 73

OPEN SPACE
1.91 ACRES

STREET B



TRACT 1805

WESTLAND ENGINEERING, INC.



CIVIL ENGINEERING
LAND SURVEYING
LAND PLANNING

LETTER OF TRANSMITTAL

DATE	7/19/02	JOB NO.	02.001
ATTENTION			
DOUG JONES			
RE:			
VESTING TENTATIVE TRACT MAP 2494			
TEFFT STREET, NIPOMO			

TO: N.C.S.D. ATTN: DOUG JONES
148 S. WILSON STREET
NIPOMO, CA 93444

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA: _____

- Originals Prints
 Plans Copy of Letter

Copies	Date	No.	Description
1			BLUEPRINT OF VESTING TENTATIVE TRACT MAP 2494
1			8 1/2" x 11" REDUCTION OF VESTING TENTATIVE TRACT MAP 2494
1			PRELIMINARY BONDING ESTIMATE FOR SEWER

THESE ARE TRANSMITTED as checked below:

- For approval For your file For checking
 For your use As requested For review and comment

RECEIVED
JUL 22 2002
COMMUNITY SERVICES DISTRICT

REMARKS


PLEASE SCHEDULE THIS ITEM ON YOUR AGENDA FOR THE NEXT BOARD MEETING, AS WE ARE
REQUESTING REVIEW BY N.C.S.D. FOR SERVICE ON THE PROPOSED NEW LOTS. PLEASE CALL IF
YOU HAVE ANY QUESTIONS. THANK YOU!

COPY TO: _____

SIGNED: SHAUNA DOWNING, ASSISTANT PLANNER

75 Zaca Lane Suite 100, San Luis Obispo CA 93401

Phone (805) 541-2394 Fax (805) 541-2439

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: AUGUST 7, 2002

**AGENDA ITEM
D-4
AUGUST 7, 2002**

REQUEST FOR SERVICE
PARCEL MAP CO 02-0249
(STOKES)

ITEM

Request for water and sewer service for a 4-lot development at Day & Thompson

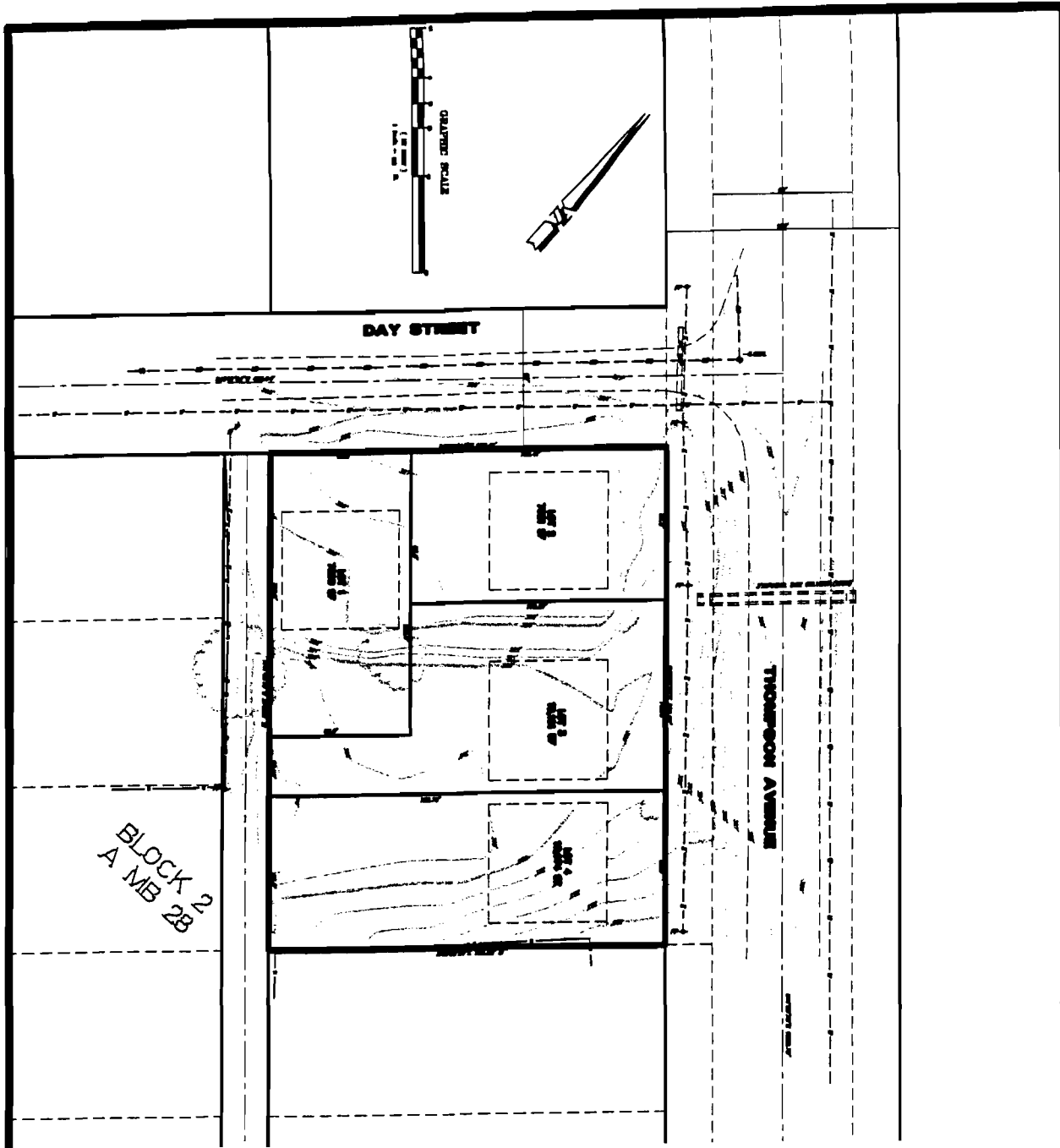
BACKGROUND

A request for water and sewer service to a 4-lot development at Day and Thompson was received from RRM Design representing Scott Stokes. The proposed development is shown on the attached map. 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 Builts" - 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.

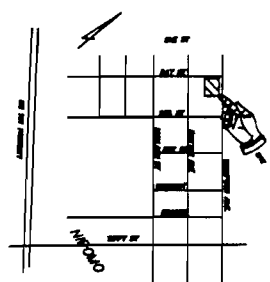
RECOMMENDATION

Staff recommends that your Honorable Board issue an Intent-to-Serve letter for water and sewer service for Parcel Map CO 02-0249, with the above mentioned conditions.



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE KEPT IN HIS OFFICE. NO PART OF THESE PLANS OR SPECIFICATIONS ARE TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

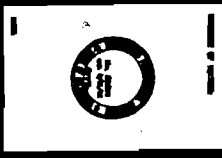
- NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE NATIONAL ELECTRICAL CODE.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
 7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
 9. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.



NO.	DATE	REVISIONS
1	02-02-94	ISSUED FOR PERMITS
2		
3		
4		
5		
6		
7		
8		
9		
10		

389 N. THOMPSON AVE
TENTATIVE PARCEL MAP
 CO 08-0848
 02-02-94

RRM DESIGN GROUP
Caring Environment People Enjoy
 2000 South Highway 100, Suite 100 • San Luis Obispo, California 93401
 Phone: (805) 781-7700 Fax: (805) 781-7700
 A member of the RRM Group, a division of RRM Group, Inc.



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE KEPT IN HIS OFFICE. NO PART OF THESE PLANS OR SPECIFICATIONS ARE TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 7, 2002

**AGENDA ITEM
D-5
AUGUST 7, 2002**

REQUEST FOR SERVICE – PARCEL MAP CO 01-0351 (CORELLA)

ITEM

Request for water & sewer service from a 4-lot development at Mary & Tefft

BACKGROUND

A request for water and sewer service to a 4-lot development at Mary & Tefft Streets was received from Jeff Wagner of EDA, representing Corella. The proposed development (CO 01-0351) was originally proposed for a 3-lot development and is now being presented as a 4-lot development, as shown on the attached map. On September 19, 2001, the District approved an Intent-to-Serve letter for service to the 3-lot development. A new Intent-to-Serve letter needs to be issued for the 4-lot development. Your Honorable Board may grant an Intent-to-Serve letter with the following conditions:

1. A recorded document indicating when any of the parcels develop a water line is to be constructed between Mary & Hill Ave. along with the appropriate sewer improvements
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:
 - a. Reproducible "As Builts" - 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
6. 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 Parcel Map CO 01-0351, with the above mentioned conditions.

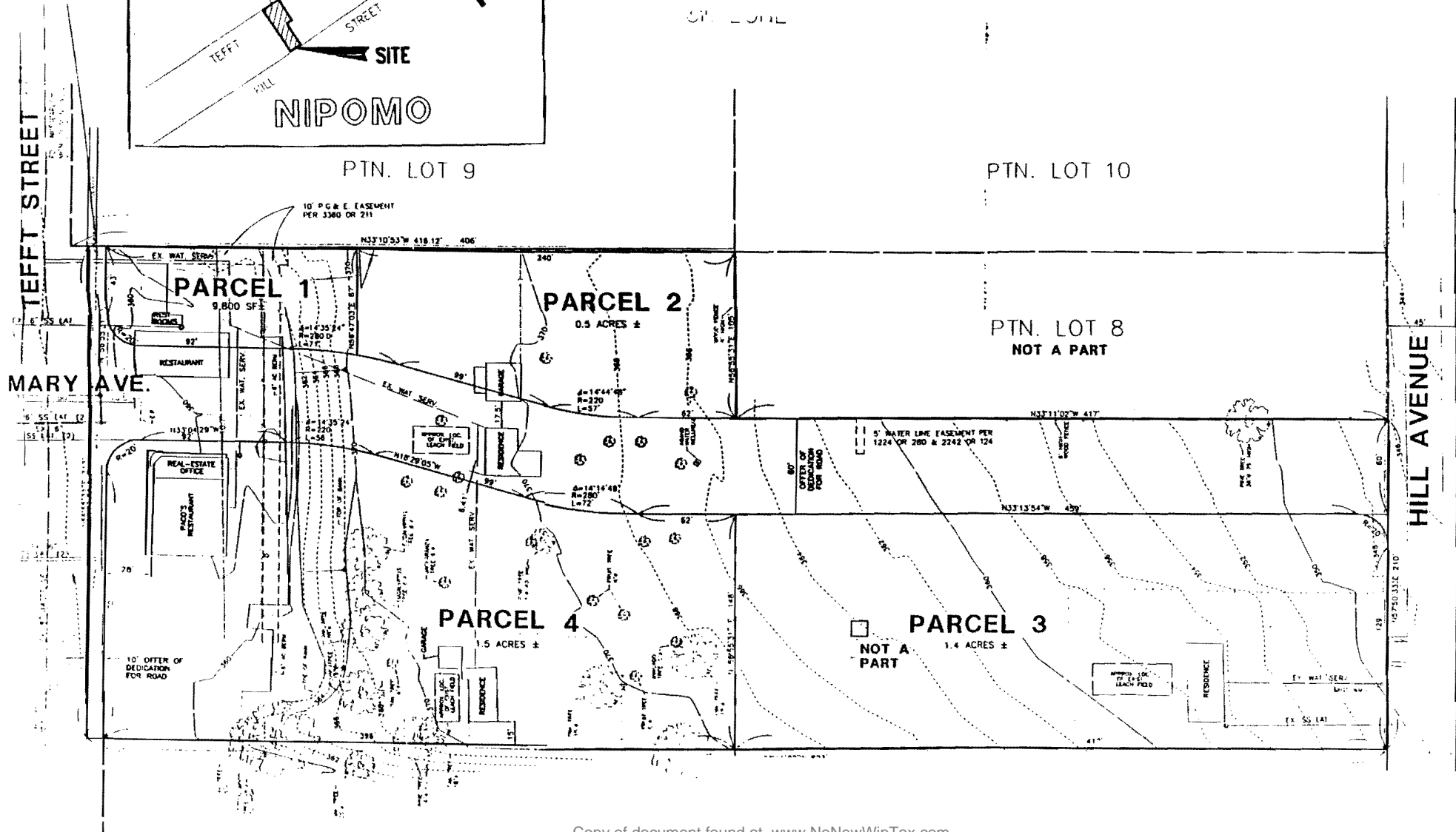
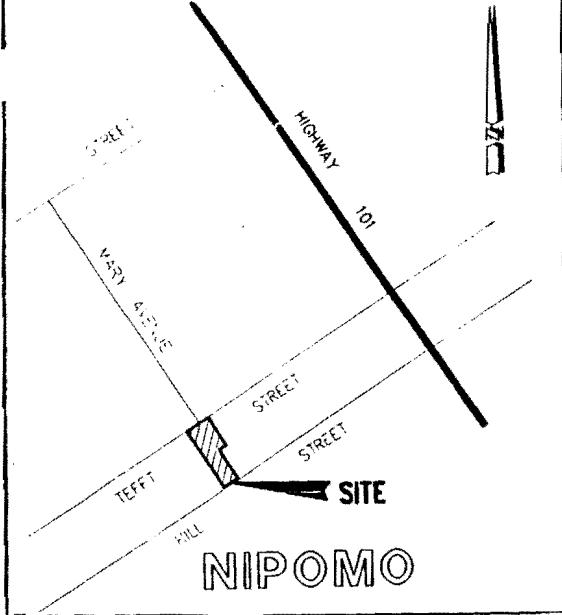


civil engineers • land surveyors • land planners
1898 santa barbara st • san luis obispo, ca 93401
ph: 805/549-8858 • email: eda@edafinc.com

Contact Person:
JEFF WAGNER
Project Manager

VESTING TENTATIVE PARCEL MAP CO 01-0351

OF 2014



letter of transmittal

to: Nipomo Community Services
District
Nipomo, CA

date: July 22, 2002

job no: 2-2638.000

attn: Doug Jones

re: Dewalt Parcel Map, CO 01-0351

we are sending you: attached under separate cover via _____ the following items:
 shop drawings prints plans samples specifications
 copy of letter change order **eda** delivery

copies	date	no.	descriptions
1	5/6/02	1	Tentative Parcel Map

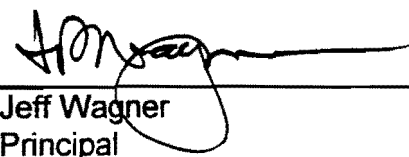
these are transmitted as checked below:

- for approval
- for your use
- as requested
- for your review & comment
- for bids due
- approved as submitted
- approved as noted
- returned for corrections
-
- resubmit _____ copies for approval
- submit _____ copies for distribution
- return _____ corrected prints
- prints returned following loan to us

comments:


The enclosed tentative map is scheduled for SRB on August 5, and our client wants to record ASAP after that so he can acquire the property. Could you please review the map, and determine if any fees are required for your issuance of WILL SERVE letters? Thank you, and please call if you have any questions.

copy to:

signed: 
 Jeff Wagner
 Principal

If enclosures are not as noted, kindly notify us at once

1998 santa barbara street • suite 200
san luis obispo, ca 93401
 tel 805•549•8658 fax 805•549•8704
 www.edainc.com

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: AUGUST 7, 2002

**AGENDA ITEM
D-6
AUGUST 7, 2002**

WATER AND SEWER RATE STUDY

ITEM

Acquiring consulting services to update the District water & sewer rates and charges

BACKGROUND

In the late 1980's	The District had been operating without a rate increase for approx. 10 yrs.
In 1990	The District rates were increased approx. 100%.
In 1995	Boyle Engineering completed the Water and Sewer System Master Plan.
In 1996.	Perry Louck completed a water and sewer rate study. At that time, the Board reviewed the rate study but did not implement the recommended rate increases, except to adjust the water and sewer capacity fees
In 1997	The District requested a proposal for a new rate study. The Board rejected all proposals and recommended that the replacement study be completed prior to having a new rate structure implemented.
In January 2000	The Water and Sewer System Replacement Study was completed by Boyle Engineering. Perry Louck completed a water and sewer rate study, which was then implemented.

During the 1990's, the District experienced a substantial growth. This growth, due to the economy of scale, has provided sufficient revenue to cover expenses in operating the water and sewer systems within the District boundary. The last few years has shown a change in the economy, the cost of power has increased, the District has been involved in a series of litigations, and the County has established limited growth within the District. Because of these items, the District is beginning to experience some depletion in the operation reserve funds and that a review of the water and sewer rates may be necessary to meet the District's future needs

The District has requested a proposal from Perry Louck, who has prepared the District's rate study in previous years. Mr. Louck has the historical & economical data to assist in preparing this study. Included in his proposal would be an estimated cost of supplemental water for the District.

There is \$16,000 in this fiscal year's budget for a rate study. The supplemental water portion of the rate study was not included when staff was preparing the budget. This increases the cost for the rate study slightly.

RECOMMENDATION

Staff recommends that your Honorable Board approve a contact with Perry Louck, CPA to prepare a water and sewer rate and fee study in the amount of \$17,940 and make a budget adjustment of \$2,000 to cover the cost of the consultant's fees.

RESOLUTION 2002-Louck

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING PERRY R. LOUCK, CPA TO CONDUCT
A WATER AND WASTEWATER RATE AND FEE STUDY**

WHEREAS, the District requested a proposal from the consulting firm of Perry R. Louck, CPA to prepare a Water and Wastewater Rate Study for the Town Division and the Black Lake Division, and

WHEREAS, staff and the Board of Directors have reviewed the proposal from Perry R. Louck, CPA to perform the Water and Wastewater Rate and Fee Study.

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

1. That Perry R. Louck, CPA is approved to perform the Water and Wastewater Rate and Fee Study for the Town Division and the Black Lake Division in the amount of \$17,940, and
2. Of the \$16,000 budgeted, the Board authorized an increase of \$2,000.00 for this budgeted item, and
3. That the President of the Board is instructed to execute the contract on behalf of the District.

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

AYES: Directors
ABSENT:
ABSTAIN:

the foregoing Resolution is hereby adopted this 7th day of August, 2002.

Richard Mobraaten, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

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

CONSULTANT SERVICES AGREEMENT
PERRY R. LOUCK, CPA

THIS AGREEMENT, made this _____ day of _____ 2002, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "DISTRICT"), and Perry R. Louck, CPA (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, DISTRICT desires to retain a qualified consultant to provide services to prepare a Water and Wastewater Rate Study for District's water and wastewater Town and Black Lake Divisions, 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**. Perry R. Louck, CPA 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.

NCSD AND PERRY R. LOUCK CONSULTANT SERVICES AGREEMENT

(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 be made available to any individual or organization by **CONSULTANT** 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 **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 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 **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 90 CALENDAR DAYS OF 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

NCSD AND PERRY R. LOUCK CONSULTANT SERVICES AGREEMENT

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

CONSULTANT:

Perry R. Louck, CPA (909) 296-6927
28850 Vallejo Ave.
Temecula, CA 92592

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 negligent performance of this contract, excepting those arising out of the sole negligence of the **DISTRICT**.

13. INSURANCE

(a) 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.

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

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.

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. **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 **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.

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 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.

NCSD AND PERRY R. LOUCK CONSULTANT SERVICES AGREEMENT

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

CONSULTANT

By Perry R. Louck, CPA
Principle

Nipomo Community Services District
Board President

Date _____

AGREEMENTS\LOUCK 2002.DOC

EXHIBIT "A"

SCOPE OF WORK

1 - REVIEW OF HISTORICAL DATA

- Identify and examine background information as required, including but not limited to, customer information, water consumption, current fiscal policies, and current rates and charges.

- Review facility master plans

- Examine the present and prospective financing capacity of the District's service area.

The cooperation of the District's staff will be requested in obtaining data, (including but not limited to), historical costs of existing facilities, current operating data, audits, budgets, and engineering studies.

2 - ANALYZE OPERATING REVENUE SOURCES AND FINANCING METHODS

- Review the District's current rate structure and make appropriate recommendations if warranted.

- After a review of growth forecasts and operating expenses, create computer models which breakdown the operating costs into fixed and variable components by division and type. ***These costs will include replacement reserves.*** The data contained in the District's replacement cost study will be integrated into the rate plan.

- These models will include a review of overhead costs and will cover a five year period.

- From the computer models, fixed and variable operating rates will first be determined by division and type based upon a cost of service method. This is facilitated by a matching of variable and fixed costs with variable and fixed revenues.

3 - ANALYZE NON-OPERATING REVENUE SOURCES AND CAPITAL FINANCING METHODS

- Create a computer model which analyzes water and sewer capital expenditures by division for twenty years or the duration of the facilities master plan.

- Evaluate the economic, service, and operational impacts of a "pay as you go" system, verses various financing vehicles and determined bonding capacity.

- Construct an integrated financing model which reflects the required capital participation charges or land based assessments, meets the Districts capital planning goals, and minimizes the charges to constituents.
- The integrated plan will include the discussion of capital participation charges, the risks and benefits of debt financing, and exploration of financing vehicles such as traditional public debt offerings, private offerings, assessment districts, and Mello-Roos facility districts.
- A key consideration of the plan will be a review of the value of water availability, and the aversion of financing risks relating to the District's general funds; versus, the shifting of that risk to benefiting landowners.

4 - PLAN PREPARATION AND PRESENTATION

- Prepare and present ten drafts of a Water and Wastewater Rate Study within 60 days of authorization to proceed.
- Following the district's review of the draft and any necessary modifications, prepare, submit, and present ten copies of the final plan within 30 days.
- Meetings, study sessions and public hearings will include;
 - o Study session with the Board of Directors to present the draft plan.
 - o Public hearing presentation on the proposed rate plan.

EXHIBIT "B"
PERRY R. LOUCK, C.P.A.

July 16, 2002

*Doug Jones – General Manager
148 South Wilson Street
P.O. Box 326
Nipomo, California 93444-0326*

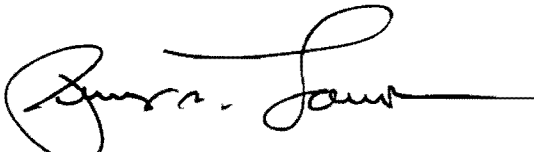
Dear Doug :

Per your request dated June 27, 2002 I would propose a fee of \$17,940 to update your water and sewer operating rates and capacity fee charges. The study would be performed using the same basic methodology as the previous studies and would include separate rates for the Town and Blacklake Divisions. In Addition, the impact of acquiring 2,000 acre feet a year of supplemental water upon both the operating and capacity fee rates would be analyzed.

The proposed fee is broken down as follows:

Town Division water and sewer rates	\$ 5,220
Blacklake Division water and sewer rates	\$ 5,220
Supplemental water impact	\$ 1,500
Town Division water and sewer capacity fees	<u>\$ 6,000</u>
Total Proposed Fee	<u>\$17,940</u>

Thank you for your consideration,



PERRY R. LOUCK

RECEIVED

JUL 18 2002

THE SAN JUAN COMMUNITY
SERVICES DISTRICT

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 7, 2002

**AGENDA ITEM
D-7
AUGUST 7, 2002**

CONFLICT OF INTEREST CODE

ITEM

Biennial review of the District's Conflict of Interest Code

BACKGROUND

The District has received a notice from SLO County of the Biennial Notice to review the District's Conflict of Interest Code. The State's Political Reform Act requires public entities to review their Conflict of Interest Code every two years. The District's Conflict of Interest Code does not need to be modified but there have been some changes in the law, with respect to conflict of interest. If your Honorable Board wishes an update on the changes, you may instruct staff to review these changes at a future meeting.

RECOMMENDATION

Staff recommends that the 1992 Local Agency Biennial Notice indicate that no amendments are necessary in the District's Conflict of Interest Code and instruct the General Manager to execute the document and return it to the County.

N C S D

Chapter 2.08**CONFLICT OF INTEREST CODE****Sections:****2.08.010 Adopted by reference.****2.08.010 Adopted by reference.**

A. The board adopts the model Conflict of Interest Code presented by the county of San Luis Obispo, with Exhibit A, designated positions appropriate to district (set out at the end of this section).

B. A copy of said Conflict of Interest Code shall be maintained on file in the district office for inspection by the public at all reasonable hours.

C. The secretary of the board is directed to send a copy of the Conflict of Interest Code to the county administrative office. (Res. 125, 1977; Res. 116, 1977; Res. 111, 1977)

EXHIBIT A**Exhibit A**

Designated Position	Disclosure Category Numbers (See Exhibit B)
1. Governing board member	1, 2, 3, 4
2. District manager	1, 2, 3, 4
3. Engineer permanently employed by the district	1, 2, 3, 4
4. General council retained by district	1, 2, 3, 4

Exhibit B

Disclosure Categories

Category No.

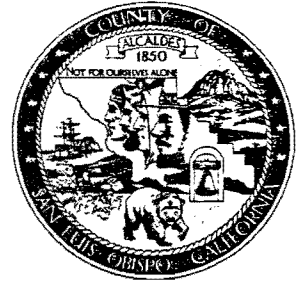
1. Interests in real property ⁽¹⁾ located, in whole or in part, within the boundary of the district.
2. Investments ⁽²⁾ in, and income ⁽³⁾ from, any business entity doing business within the district engaged in:
 - a. The acquisition, sale, lease or development of real estate within the district;
 - b. Building construction or design, either as a contractor or subcontractor.
3. Investments ⁽²⁾ in, and income ⁽³⁾ from, any business entity which in the past one-year period has furnished products or services to the district or, because of the type of product or service supplied, may with reasonable foreseeability provide products or services to the district in the next one-year period.
4. Income ⁽³⁾ of any business entity in which the filer or spouse owns a ten percent interest or greater which is derived from a client or customer who with reasonable foreseeability could be materially affected by district decisions made or participated in by the filer. Names of such clients or customers must be reported under this category if the filer's pro-rata share of gross receipts from such client or customer was greater than ten thousand dollars.

Footnotes: (applicable to all categories. See referenced sections of the Government Code for complete definitions.)

- (1) Interests in real property of the filer include those of the filer's spouse and dependent children as well as the filer's pro rata share of interests in real property owned by any business entity or trust in which the filer or spouse owns a ten percent interest or greater. Excluded are interests in real property with a fair market value of less than one thousand dollars or property which is used principally as the place of residence of the filer. (Government Code Sections 82033 and 87206.5.)
- (2) Investments of a filer include those of the filer's spouse and dependent children as well as the filer's pro rata share of investments owned by any business entity or trust in which the filer or spouse owns a ten percent interest or greater. Excluded are assets with the fair market value of less than one thousand dollars or ownership of less than one-half of one percent of the outstanding securities of a business entity whose securities are registered with the Securities and Exchange Commission. (Government Code Section 82034 and Section 101 of this Code.)
- (3) Income includes a filer's community property interest in income of his or her spouse, as well as the filer's pro rata share of income of any business entity or trust in which the individual or spouse owns a ten percent interest or greater. Income also includes nonfamily gifts worth more than twenty-five dollars. (Government Code Section 82030.)

County of San Luis Obispo

COUNTY GOVERNMENT CENTER, RM. 370 • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5011



DAVID EDGE
COUNTY ADMINISTRATOR

TO: AFFECTED COUNTY DEPARTMENTS, SCHOOL DISTRICTS, SPECIAL DISTRICTS, LOCAL GOVERNMENT AGENCIES, AND COMMISSIONS

FROM: NIKKI J. SCHMIDT, ADMINISTRATIVE ANALYST AIDE *NJS*

DATE: JULY 1, 2002

SUBJECT: 2000 CONFLICT OF INTEREST CODE - BIENNIAL NOTICE

The Political Reform Act requires that every local government agency review its conflict of interest code biennially to determine if it is accurate, or alternatively, that the code must be amended. Once the determination has been made, a notice must be submitted to the Code Reviewing Body no later than October 1st of even-numbered years. Attached is the Local Agency Biennial Notice for 2002 that you are being asked to complete and return to me **no later than October 1st, 2002**. Included in the Biennial Notice is information that may assist you in reviewing your agency's existing code.

The Board of Supervisors is the Code Reviewing Body for the County of San Luis Obispo. If amendments to your conflict of interest code is necessary, please submit them to me **as soon as possible**. A letter outlining any changes as well as a "final" copy of your code should also be included. I will be submitting the updated code to the Board of Supervisors for approval .

Again, please return the 2002 Local Agency Biennial Notice **no later than October 1st, 2002 whether or not you will be making changes to your code.**

I can be reached at 781-5496 if you have any questions.

Thank you.

c - Pam Weaver, County Elections

Attachments

RECEIVED

JUL 11 2002

SAN LUIS OBISPO
COUNTY DISTRICT

2002 Local Agency Biennial Notice

Name of Agency: Nipomo Community Services District
Mailing Address: Post Office Box 326, Nipomo, CA 93444-0326
Contact Person: Doug Jones Office Phone No.: 805 929 1133
Fax Number: 805 929-1932 E-mail (optional): gm@nipomocsd.com



This agency has reviewed its conflict of interest code and has determined that:

The code needs to be amended and the following amendments are necessary:
(Check all that apply)

- Include new positions (including consultants) that must be designated
- Revise the titles of existing positions
- Delete the titles of positions that have been abolished
- Delete the positions that manage public investments
- Revise disclosure categories
- Other _____

No amendments are necessary. The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and the code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

Please return this form **no later than October 1, 2002** to
Nikki J. Schmidt
County Administrative Office
Room 370, County Government Center
San Luis Obispo CA 93408

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *D*
DATE: AUGUST 7, 2002

**AGENDA ITEM
E-1
AUGUST 7, 2002**

REQUEST FOR BIDS
MONTECITO VERDE II SEWER

ITEM

Request bids to connect MVII on-site sewers to the District system

BACKGROUND

The District has received notice from the Regional Water Quality Control Board that it should connect the Montecito Verde II on-site wastewater disposal system to the District's sewage collector system. In response to this request, the District has sought and obtained through SLO County, Community Block Grant (\$144,000 CDBG & \$43,000 HOME) to assist in funding this work. The District has hired EDA to design the connection to the collector system. The plans and specifications are complete.

Engineer's Cost Estimate	
On-Site (MVII area)	\$167,812
Off-site (Sewer line to MVII area)	<u>192,463</u>
Total	\$360,275

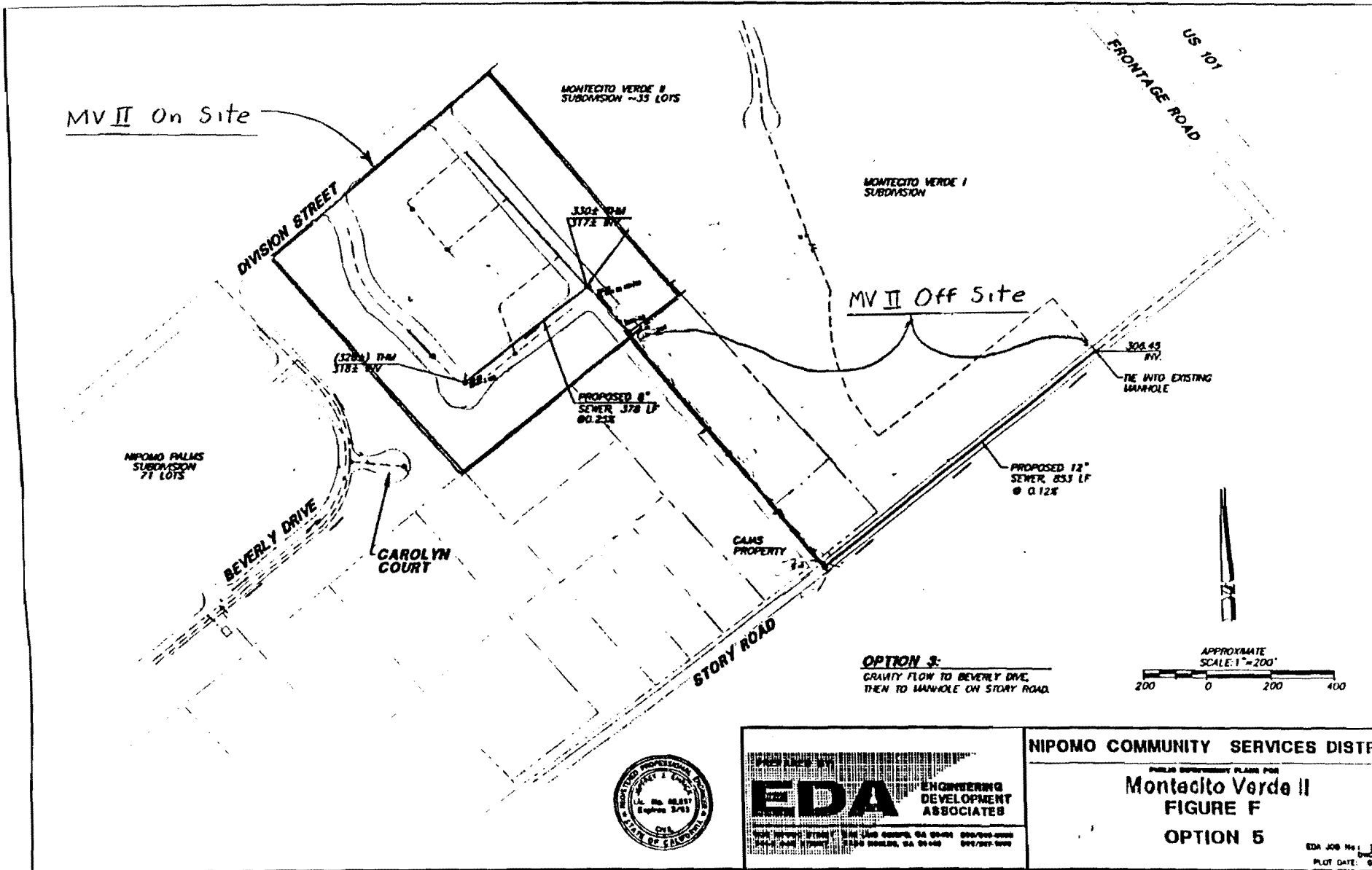
The District has budgeted \$256,000 (\$184,000 Grant Fund + \$72,000 District funds). The budget amount was based on Boyle Engineering's estimate. After the bids are received, a budget adjustment in the Sewer Fund may be needed.

The CBG funding does not include the District's Sewer Capacity Fees. Staff will contact the homeowners to set up a meeting to discuss assistance in paying for the Sewer Capacity Fee (presently \$2,500.) Individual benefit districts will possibly be established.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the District to go to bid on the Montecito Verde II sewer project.

July 2007



INVITATION TO BID
Nipomo Community Services District

Notice is given hereby that the Nipomo Community Services District will receive bids for the construction of:

Montecito Verde II Sewer System Improvements

According to Drawings, Specifications, City and State Standards, Soils Report and Construction Documents prepared by Engineering Development Associates and others dated November 14, 2001 and described in general as:

Construct sewer system improvements for the Montecito Verde II residential subdivision, including but limited to: demolition, grading, sanitary sewers, base and paving.

A MANDATORY Pre-Bid Conference will be held at **9:00 a.m., Thursday, August 29, 2002**, in the Conference Room of the Nipomo Community Services District Office, 148 South Wilson Street, Nipomo, California, for the purpose of answering questions and reviewing the project site.

Bids shall be sealed and filed with the office of the General Manager at 148 South Wilson Street, Nipomo, CA 93444 before 2:00 p.m., Tuesday September 10, 2002 (time as reported by Pacific Bell). Bids will be opened and read aloud at that time and that place. Bids received after that time will not be accepted. Interested parties must attend.

Bids must be accompanied by a bidder's bond, certified check, or cashier's check for at least ten percent (10%) of the amount of the bid made payable to the Owner, which shall be given as a guarantee that the bidder will enter into contract if awarded the work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the contract provided by the Owner after being requested to do so.

The successful bidder shall be required to furnish a Labor and Material bond (Payment Bond) in the amount equal to at least one hundred percent (100%) of the contract price, and a Faithful Performance Bond in an amount of one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Owner. In addition, the successful bidder will be required to provide Worker's Compensation Insurance and General Liability Insurance as required by the contract documents.

The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate per diem wages and rate for legal holidays and overtime work. Contractor must pay any labor therein described or classified in an amount not less than the rates specified. Copies of prevailing wage schedule are available for viewing at the District, or on the California Labor Board's web site.

The Owner reserves the right to waive any irregularity and to reject any or all bids.


INVITATION TO BID
Nipomo Community Services District

Bona fide general contract bidders may also secure copies of the proposed contract documents, including the Plans & Specifications, from the Owner at the Nipomo Community Services District Offices upon payment of twenty five (\$25) for each set. Additional charges will be imposed for regular or special mailings of Plans and Specifications. Plans and Specifications requested by telephone, fax or other mode will not be mailed until payment for material and postage has been received by the Nipomo Community Services District. Sale of Project Plans and Specifications are final and may not be returned for refund.

Unless otherwise required by law, no bidder may withdraw his bid for a period of 45 days after the date set for the opening thereof.

Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444
Phone: (805) 929-1133
7 August 2002

END OF INVITATION TO BID

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: AUGUST 7, 2002

**AGENDA ITEM
E-2
AUGUST 7, 2002**

REQUEST FOR BIDS
UPGRADE TEFFT STREET LIFT STATION

ITEM

Request bids to increase the pumping capacity of the Tefft St. Sewer Lift Station

BACKGROUND

The District's Water and Sewer System Master Plan 2001 Update indicates that the Tefft Street Lift Station needs to be upgraded with additional pumping capacities to accommodate the new high school and to meet the in-fill of the District on the easterly side of the freeway. The District has acquired the services of Garing, Taylor and Associates to design the pump capacity of the upgrade. The plans and specifications are now completed.

The District has budgeted \$150,000 to upgrade the lift station.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the District to request bids for the Tefft Street Lift Station upgrade project.

Board 2002/Tefft St Lift Stn.DOC

Nipomo Community Services District
State Of California

NOTICE TO CONTRACTORS

for
CONSTRUCTION
of

TEFFT STREET LIFT STATION UPGRADE PROJECT

Sealed proposals will be received at the office of the Nipomo Community Services District, 148 S. Wilson, P.O. Box 326, Nipomo, CA 93444, (805) 929-1133, until 2:00 p.m., August 29, 2002, at which time they will be publicly opened and read for performing work in accordance with the specifications therefore, to which special reference is made as follows:

CONSTRUCTION
of
TEFFT STREET LIFT STATION UPGRADE PROJECT

Bids are required for the entire work described herein. All bids are to be compared on the basis of the estimated quantities of work to be done contained in the proposal.

Bids will be accepted only from contractors who have been licensed in accordance with the provisions of STATE law to perform the work described in the Special Provisions and shown on the plans. All bids must be made on a proposal form furnished by the District.

One (1) set of plans, specifications and proposal forms for bidding this project may be seen and obtained without charge at the office of GARING, TAYLOR & ASSOCIATES, INC., 141 South Elm Street, Arroyo Grande, CA 93420, (805) 489-1321. Additional sets are available for thirty dollars (\$30.00) each.

The successful bidder shall furnish a payment bond, a performance bond and a Certificate of Liability Insurance as required by these Special Provisions.

Pursuant to Section 1773 of the California Labor Code, the general prevailing rates of wages in the Nipomo Community Services District have been obtained from the Director of Industrial Relations of the STATE OF CALIFORNIA. Pursuant to Section 1773.2 of said Code said rates of wages are on file at the office of the Nipomo Community Services District and are available to any interested party on request.

The District reserves the right to reject any and all bids.

A full ten percent (10%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

The Contractor may receive interest on the retention for the time of construction, or receive the retention itself, if surety of equal value is substituted with an escrow holder.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Surety eligible for investment shall include that listed in Section 16430 of the STATE GOVERNMENT CODE or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) *The amount of surety to be deposited;*
- (b) *The terms and conditions of conversion to cash in case of default of the Contractor; and*
- (c) *The termination of the escrow upon completion of the contract.*

Nipomo Community Services District
STATE OF CALIFORNIA

Date: 15 July 02



R. James Garing, P.E.
DISTRICT ENGINEER

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 7, 2002

**AGENDA ITEM
F
AUGUST 7, 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 July 3, 2002, Regular Board meeting
Minutes of July 17, 2002, Regular Board meeting
- F-3) PUBLIC EMPLOYEES RETIREMENT SYSTEM [RECOMMEND APPROVAL]
Resolution authorizing a correction to the District's Public Employees Retirement System

WARRANTS AUGUST 7, 2002

**AGENDA ITEM
F-1
AUGUST 7, 2002**

HAND WRITTEN CHECKS

18542	07/15/02	POSTMASTER	726.88
18543	07/17/02	NIP BUSINESS CENTER	100.00
18545	07/22/02	PRINCIPAL FINANCIAL	777.00
18546	07/24/02	POSTMASTER	279.45
18547	07/24/02	POSTMASTER	15.41
18548	07/31/02	SLO COUNTY CLERK	14.00

VOIDS 18544, 7053

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7128	07/19/02	EMP01	EMPLOYMENT DEVELOP DEPT	347.09	.00	347.09	A20716	STATE INCOME TAX
7129	07/19/02	MID01	MIDSTATE BANK-PR TAX DEP	1387.35	.00	1387.35	A20716	FEDERAL INCOME TAX
				345.08	.00	345.08	1A20716	MEDICARE (FICA)
			Check Total.....:	1732.43	.00	1732.43		
7130	07/19/02	MID02	MIDSTATE BANK - DIRECT DP	10549.32	.00	10549.32	A20716	NET PAY DEDUCTION
7131	07/19/02	PER01	PERS RETIREMENT	1865.40	.00	1865.40	A20716	PERS PAYROLL REMITTANCE
7132	07/19/02	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A20716	WAGE ASSIGNMENT
7133	07/19/02	STA01	STATE STREET GLOBAL	735.00	.00	735.00	A20716	DEFERRED COMP
7134	08/02/02	EMP01	EMPLOYMENT DEVELOP DEPT	358.26	.00	358.26	A20729	STATE INCOME TAX
7135	08/02/02	MID01	MIDSTATE BANK-PR TAX DEP	1424.55	.00	1424.55	A20729	FEDERAL INCOME TAX
				346.42	.00	346.42	1A20729	MEDICARE (FICA)
			Check Total.....:	1770.97	.00	1770.97		
7136	08/02/02	MID02	MIDSTATE BANK - DIRECT DP	10615.19	.00	10615.19	A20729	NET PAY DEDUCTION
7137	08/02/02	PER01	PERS RETIREMENT	1876.12	.00	1876.12	A20729	PERS PAYROLL REMITTANCE
7138	08/02/02	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A20729	WAGE ASSIGNMENT
7139	08/02/02	STA01	STATE STREET GLOBAL	735.00	.00	735.00	A20729	DEFERRED COMP
7140	08/07/02	ADV01	ADVANTAGE ANSWERING PLUS	79.95	.00	79.95	46045	PAGING SERVICE
7141	08/07/02	BCS01	BASIC CHEMICAL SOLUTIONS	828.27	.00	828.27	51082	SODIUM HYPOCHLORITE
				242.27	.00	242.27	51087	SODIUM HYPOCHLORITE
			Check Total.....:	1070.54	.00	1070.54		
7142	08/07/02	BLA01	BLAIR, ROBERT L	50.00	.00	50.00	072902	HIGH SCHOOL SUBCOMMITTEE
				100.00	.00	100.00	080702	REG MEETING
			Check Total.....:	150.00	.00	150.00		
7143	08/07/02	CHA02	CHARTER COMMUNICATIONS	54.90	.00	54.90	17206-07	INTERNET SERVICE
7144	08/07/02	COM01	COMPUTER NETWORK SERVICES	230.49	.00	230.49	A20730	CDROM INSTALL & SUPPORT
7145	08/07/02	COR01	CORBIN WILLITS SYSTEMS	60.00	.00	60.00	A20801	PRINTER SET UP
				545.48	.00	545.48	A207151	ENHANCEMENT FEES
			Check Total.....:	605.48	.00	605.48		
7146	08/07/02	CRE01	CREEK ENVIRONMENTAL LABS	30.00	.00	30.00	J2646	BL WWTP LAB
				30.00	.00	30.00	J2673	BL WWTP LAB
				30.00	.00	30.00	J2755	BL WWTP LAB
				30.00	.00	30.00	J2773	BL WWTP LAB
			Check Total.....:	120.00	.00	120.00		
7147	08/07/02	CUL02	CULLIGAN WATER CONDITION	18.45	.00	18.45	072502	DELIVERY
7148	08/07/02	DIR01	DIRECT SHRED	24.00	.00	24.00	4716	DOCUMENT SHREDDING

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7149	08/07/02	EDA01	EDA	3227.50	.00	3227.50	52943	SEWER DESIGN FOR MWII
7150	08/07/02	FGL01	FGL ENVIRONMENTAL	100.80	.00	100.80	205873	SUNDALE WELL LAB
				44.80	.00	44.80	206587	BL WWTP LAB
				44.80	.00	44.80	206588	NIPOMO WWTP LAB
				210.20	.00	210.20	206785	BL WWTP LAB
				138.40	.00	138.40	206786A	LAB-NIPOMO WWTP
				25.00	.00	25.00	207549A	VIA CONCHA GROSS ALPHA
				25.00	.00	25.00	207550A	OMIYA WELL GROSS ALPHA
			Check Total.....	589.00	.00	589.00		
7151	08/07/02	FIR01	FIRST AMERICAN REAL EST	101.14	.00	101.14	10624566	APN MAPS
7152	08/07/02	GIL01	GLM	608.07	.00	608.07	34002	LANDSCAPE MAINTENANCE
				90.00	.00	90.00	A20802	BL MONTHLY LANDSCAPE
			Check Total.....	698.07	.00	698.07		
7153	08/07/02	GRO01	GROENIGER & CO	1210.42	.00	1210.42	174688B	AIR VAC CANS - 6
7154	08/07/02	GWA01	GWA INC	25.00	.00	25.00	071902	FIRE ALARM
7155	08/07/02	IKO01	IKON OFFICE SOLUTIONS	47.20	.00	47.20	16741517	COPIER MAINTAENANCE
7156	08/07/02	JOH01	JOHNSON, DONNA	55.73	.00	55.73	073102	MISC SUPPLIES REIMB
7157	08/07/02	MOB01	MOBRAATEN, RICHARD	50.00	.00	50.00	072902	HIGH SCHOOL SUBCOMMITTEE
				100.00	.00	100.00	080702	REG MEETING
			Check Total.....	150.00	.00	150.00		
7158	08/07/02	NEW01	R H NEWDOLL CONST INC	1389.30	.00	1389.30	092351016	REIMBURSEMENT AGREEMENT
7159	08/07/02	NEX01	NEXTEL COMMUNICATIONS	118.86	.00	118.86	071802	CELL PHONES
7160	08/07/02	NIP02	NIPOMO GARBAGE	14.99	.00	14.99	AUG 2002	GARBAGE COLLECTION
7161	08/07/02	PAC01	PACBELL/WORLDCOM	6.55	.00	6.55	T0511731	PHONE
7162	08/07/02	PER02	PERS HEALTH BENEFITS	3835.94	.00	3835.94	080102	HEALTH INSURANCE
7163	08/07/02	PGE01	P G & E	66200.38	.00	66200.38	072602	ELECTRICITY VBV SB 0119
7164	08/07/02	PIO01	PIIONEER EQUIPMENT CO	216.81	.00	216.81	GS07078	BACKHOE REPAIR
7165	08/07/02	PLA01	PLATINUM PLUS FOR BUSINES	1184.60	.00	1184.60	JULY	TELEGRAM TRIBUNE-ADVERTIS
				240.46	.00	240.46	A20730	FLAGS/STANDS FOR BOARD RO
				1635.76	.00	1635.76	JULY 2002	FRESNO BEE-ADVERTISE JOB
			Check Total.....	3060.82	.00	3060.82		
7166	08/07/02	PRE01	PRECISION JANITORIAL	275.00	.00	275.00	104	JULY JANITORIAL SERVICE
7167	08/07/02	QUI01	QUILL CORPORATION	221.95	.00	221.95	4545158	OFFICE SUPPLIES
				32.16	.00	32.16	4580331	OFFICE SUPPLIES
			Check Total.....	254.11	.00	254.11		
7168	08/07/02	RIC01	RICHARDS, WATSON, GERSHON	20061.49	.00	20061.49	122037	WATER RIGHTS ADJUDICATION
				1393.74	.00	1393.74	122038	SAVE THE MESA
			Check Total.....	21455.23	.00	21455.23		
7169	08/07/02	SAI01	SAIC	10123.70	.00	10123.70	399441	GROUNDWATER LITIGATION SU
7170	08/07/02	SAN01	SANTA MARIA TIRE INC	274.37	.00	274.37	106021	TIRES FOR PICKUP
7171	08/07/02	SHI01	SHIPSEY & SEITZ, INC	2008.09	.00	2008.09	A20730	LEGAL SERVICES THRU 6/30/
				1687.40	.00	1687.40	A20801	LEGAL SERVICES JULY 1-15,
			Check Total.....	3695.49	.00	3695.49		
7172	08/07/02	SPE02	SPECIAL DISTRICT FINANCI	1500.00	.00	1500.00	002220	ADMINISTRATION OF A/D 93-
7173	08/07/02	STA02	STATE WORKERS' COMP FUND	4.53	.00	4.53	A20801	CIGA SURCHARGE-W/C INSURA
7174	08/07/02	THE01	THE GAS COMPANY	11.32	.00	11.32	071302	OFFICE HEAT (00381) 000

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7175	08/07/02	THE02	THE TRIBUNE	24.00	.00	24.00	2673264	ANNUAL SUBSCRIPTION
7176	08/07/02	TOY01	TOYOTA OF SANTA MARIA	13764.10	.00	13764.10	25671	2002 TOYOTA TACOMA TRUCK
7177	08/07/02	TRO01	TROTTER, CLIFFORD	50.00	.00	50.00	071502	ANNEXATION SUBCOMMITTEE
				100.00	.00	100.00	080702	REG MEETING
			Check Total.....:	150.00	.00	150.00		
7178	08/07/02	UND01	UNDERGROUND SERVICE ALERT	113.88	.00	113.88	20070610	ANNUAL MEMBERSHIP
7179	08/07/02	USA01	USA BLUEBOOK	776.45	.00	776.45	566929	FILTER ELEMENT
				902.92	.00	902.92	570236	PIPE LOCATER/CHLORINE KIT
			Check Total.....:	1679.37	.00	1679.37		
7190	08/07/02	VER01	VERIZON	29.12	.00	29.12	A20801	BL TELEPHONE
				28.68	.00	28.68	A020901A	BL TELEPHONE
			Check Total.....:	57.80	.00	57.80		
7181	08/07/02	VIK01	VIKING OFFICE PRODUCTS	101.34	.00	101.34	808386	LASER JET CARTRIDGE
7182	08/07/02	WIN01	WINN, MICHAEL	50.00	.00	50.00	071502	ANNEXATION SUBCOMMITTEE
				100.00	.00	100.00	080702	REG MEETING
			Check Total.....:	150.00	.00	150.00		
183	08/07/02	WIR02	WIRSING, JUDY	100.00	.00	100.00	080702	REG MEETING
7184	08/07/02	XER01	XEROX CORPORATION	80.17	.00	80.17	90016957	COPIER MAINTENANCE
7185	08/07/02	\C001	CENTRAL COAST FENCE,	480.50	.00	480.50	000A20701	MQ CUSTOMER REFUND

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

JULY 17, 2002

AUG 07 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 9:05 and led the flag salute.

B. ROLL CALL

At Roll Call, the following Board members were present: Directors Trotter, Wirsing, Blair and Mobraaten. Director arrived a few minutes after 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) REQUEST FOR SERVICE – TRACT 2375 - HERNANDEZ

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

A request was received from Mr. Delfino Hernandez for water and sewer services for a 24-lot development at Orchard and Grande. There was no public comment.

Director Trotter asked that the following comment be put on the record:

"We continue to commit the District for more water service and we really don't know what the true water supply is, what the safe yield of the groundwater is. And I will continue to take that position. I am well aware of the ramifications of the possibility of other entities serving these subdivisions but I will stay with my position."

Director Wirsing asked that the following comment be put on the record:

"I am worried about the viability of the water resource for this project. With all the other projects that are on line and not built and occupied yet, along with the new high school's water needs, can this District guarantee an affordable, clean and stable flow of water to accommodate the families that will be occupying these homes when anyone can on any given day call the District and ask the status of the water supply and the District will tell you 'we are in an overdraft status.'"

"This project is legally within the boundaries of this District and they have as much right as the next project to have and 'Intent-to-Serve' letter, but I would like to make it clear that I am truly worried about the water supply. Would this be the responsibility of the developer to disclose this possibility to their potential homebuyers before they purchase the home? Who has the responsibility to keep tally of the 2.3% growth cap?"

Upon motion of Director Winn and seconded by Director Blair, the Board agreed to issue an Intent-to-Serve letter for water and sewer service for Tract 2375 with the conditions as outlined in the Board letter. Vote 4-1 with Director Trotter voting no.

D-2) DISTRICT PERSONNEL POLICIES & PROCEDURES

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

The Final Draft of the District Personnel Policies and Procedures was discussed. There were several comments and minor changes.

There was no public comment.

Upon motion of Director Winn and seconded by Director Blair, the Board unanimously adopted Resolution 2002-826 amending and restating the Personnel Policies and Procedures as amended. # 1020 (Organizational Chart), 3010.5 C (essential), 4002 B & C (through to after), 4140 (Company to District) and 7000-1 (other District functions) Vote 5-0

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.

The Board discussed the proposed one million gallon storage facility. The Board was informed that Water Capacity Fes pay for infrastructure. There was no public comment.

Upon motion of Director Winn and seconded by Director Trotter, the Board unanimously agreed to approve the proposal from Garing, Taylor and Associates and authorized 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.

Vote 5-0

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)

Director Wirsing asked that the Minutes be pulled for discussion. She asked that the statement made by President Mobraaten be added to the Minutes for July 3, 2002.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously approved Items F-1 and F-3 of the consent Agenda. Vote 5-0

G. MANAGER'S REPORT

Due to other commitments, the Board canceled the August 21, 2002, meeting.

H. COMMITTEE REPORTS

Director Winn: The Annexation Policy Committee met Monday to review the policy.

I. DIRECTORS COMMENTS

Director Wirsing: Asked for a Study Session concerning a de-sal plant
Director Winn: Attended School Board meeting. They reported dedication of easement to NCS D.
No WRAC meeting rest of summer
Planning Forum meeting Monday August 19
Clean Up Week-Solid Waste notice needs to be clearer
Director Blair East coast cleaning up nicely. We need to learn from them.
Director Wirsing Mobile home rents are doubling
Director Winn Good Morning Nipomo July 25, 2002, NCS D Bd room

Jon Seitz, District Legal Counsel, announced the need to go into Closed Session for the following matters: B, C, & D

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC\$54956.9
- A. SMVWCD VS NCS D SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
 - B. SAVE THE MESA VS. NCS D 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

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

ADJOURN

President Mobraaten adjourned the meeting at 12:01 p.m.

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

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.

President Mobraaten: It was suggested that since there is only three of us today, and we all have to vote the same to get anything passed, that if any of the three have any objections to anything on the item if you could state it now, then we could put that item on the next meeting. That means that if you think any of the three has a negative vote, we could postpone the item to the next meeting.

Director Wirsing: What does that mean?

Mike Seitz, Legal Counsel: If I could just clarify. Because there are just three of you, everyone has to vote affirmatively on every issue that is on the agenda. What is sometimes done in this situation and what I suggested to President Mobraaten is at the outset if you have an idea now that you are going to vote no on any of these items that we could identify these items now that they may be continued to the next meeting, that public hearing or public discussion could be open so that people may make comment on those items or be closed and simply be continued until the next meeting. That's just a housekeeping matter to help speed up the meeting. It's up to you.

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 Verheilg – 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**

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 Verheilg 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**

MINUTES
JULY 3, 2002
PAGE THREE

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.

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§549569

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: AUGUST 7, 2002

**AGENDA ITEM
F-3
AUGUST 7, 2002**

PUBLIC EMPLOYEES RETIREMENT SYSTEM

ITEM

Resolution authorizing a correction to the District's Public Employees Retirement System

BACKGROUND

On May 1, 2002, your Honorable Board modified the District's contract with the California Public Employees Retirement System to implement 3% @ 60 benefit formula with PERS. During that time, there was legislation before the California Legislature whether this benefit would include inactive members. The legislation adopted includes only employees employed after the amendment date. Attached is a resolution supplied by PERS, which is a correction to the amendment contracting with PERS and NCSD.

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached resolution supplied by PERS and authorize the President of the Board to execute the document.

Board 2002/PERS resolution.DOC



Actuarial & Employer Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
Telecommunications Device for the Deaf - (916) 326-3240
(916) 326-3420 FAX (916) 326-3005

July 23, 2002

Employer Code #1067
Reply to Section 105

Mr. Doug Jones
General Manager
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326

Dear Mr. Jones:

The Contract Amendment adopted providing the new benefit formula for your local miscellaneous members was written to indicate that the new formula was applicable to all local miscellaneous employees. This was done because legislation was being considered to make the new formulas applicable to all inactive and active employees who had not yet retired. That legislative proposal is no longer being considered and the new formula is applicable to only those local miscellaneous employees in employment on or after the amendment effective date.

Enclosed are two copies of a Resolution authorizing a correction to the Amendment to Contract providing for the new benefit formula for local miscellaneous members. Adoption of the enclosed Resolution clarifies that the contract is in accordance with the Government Code by indicating that the new formula applies only to the local miscellaneous members employed by your agency on or after the amendment effective date. It does not change the effective date of the original amendment effective date.

Please present the Resolution to your governing body for its adoption at the earliest possible meeting and return two executed copies of the Resolution. A copy will be returned for your records after it has been executed by CalPERS.

A new coverage group has been established for employees eligible for the new benefit formula. Please notify your payroll office to begin using coverage group number 70003 on all payroll reports for all local miscellaneous members beginning immediately.

If you have any questions, please do not hesitate to contact me at (916) 326-3616.

Sincerely,

Barbara Patterson
Employer Representative
Public Agency Contract Services

Enclosures

**RESOLUTION
AUTHORIZING A CORRECTION TO THE
AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
NIPOMO COMMUNITY SERVICES DISTRICT**

WHEREAS, the Board of Directors of the Nipomo Community Services District hereinafter referred to as Public Agency, and the Board of Administration of the Public Employees' Retirement System entered into a contract effective October 1, 1975 providing for the participation of Public Agency in the Public Employees' Retirement System; and

WHEREAS, due to an inadvertence, paragraph "5" read:

"The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354.3 of said Retirement Law (3% at age 60 Full).

[Note that future legislative proposals are being considered. One proposal could amend the 3% at 60 benefit formula under Government Code Section 21354.3 to coincide with the 2.7% at 55 benefit formula under Section 21354.5 between the ages of 50 and 55. Another proposal being considered could amend Government Code Section 21354.3 to make the 3% @ 60 formula applicable to both active and inactive members who have not yet retired. If enacted, this amendment could have an effect on your agency's actuarial valuation and employer contribution rates in future years.]; and

WHEREAS, Section 20472 of the Government Code provides that corrections may be made through amendments approved by the adoption of suitable resolutions by the contracting parties;

NOW, THEREFORE, BE IT RESOLVED that said governing body of Public Agency authorizes, and it does hereby authorize, a correction to the amendment to contract effective June 29, 2002 as follows:

A. Paragraph 5 of said contract shall be changed as follows:

"The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after June 29, 2002 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full)"; and

B. Paragraph 6 of said contract shall be added as follows:
"The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after June 29, 2002 shall be determined in accordance with Section 21354.3 of said Retirement Law (3% at age 60 Full)"; and

C. Paragraph numbers "6 through 11"; shall be renumbered paragraph numbers "7 through 12".

BE IT FURTHER RESOLVED, that the presiding officer of the governing body of Public Agency is hereby authorized, empowered, and directed to execute said amendment for and on behalf of Public Agency.

Adopted this _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
NIPOMO COMMUNITY SERVICES
DISTRICT

BY _____
KENNETH W. MARZION, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Attest:

Clerk

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *D*
DATE: AUGUST 7, 2002

**AGENDA ITEM
G
AUGUST 7, 2002**

MANAGER'S REPORT

HISTORICAL DATA – WATER AND SEWER

Attached is the water production of the Blacklake and Town Divisions of the District

The future development of the Blacklake Division is near build-out with addition of 20 lots at Tract 2381. The Town Division will continue to grow with respect to in-fill within the District boundaries.

The following are percentage changes in five year increments:

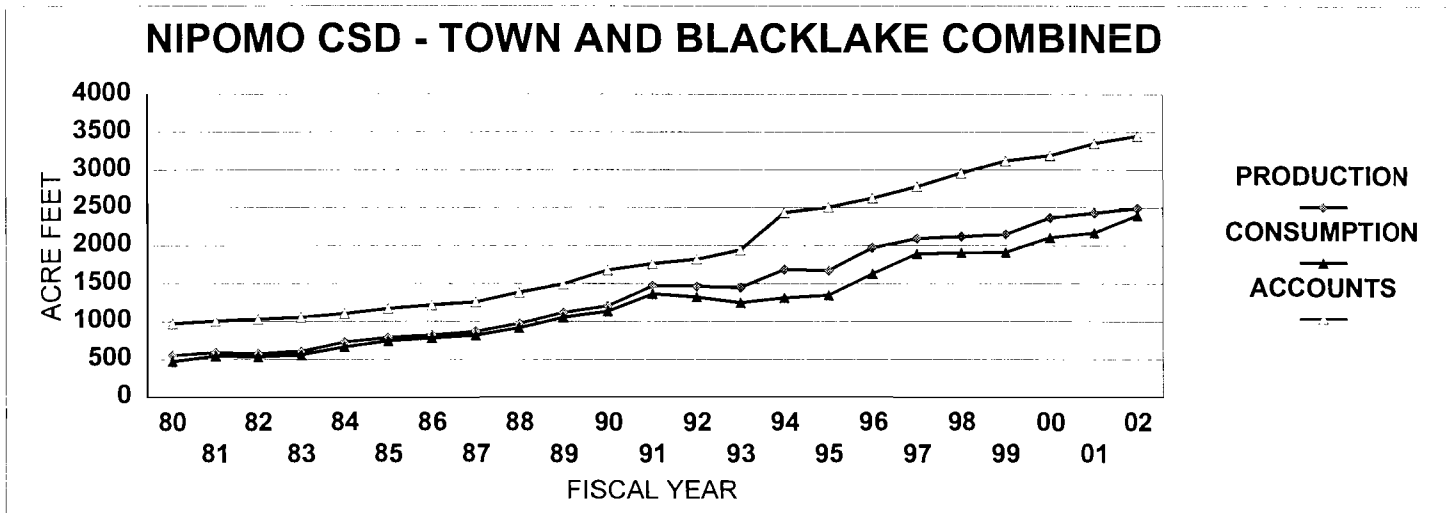
YEARS	PRODUCTION INCREASE %	ACCOUNTS INCREASE %
1980-1985	41.8	20
1985-1990	53.4	43.3
1990-1995	18	28.2
1995-2000	36.8	22.6
2000-2002	5.5	9.2

Extrapolating these numbers, the projection for production and accounts between 2000-2005 would be approx. 13% and 23% respectively.

Also included is the number of accounts with respect to the wastewater flows of Town and Blacklake Divisions.

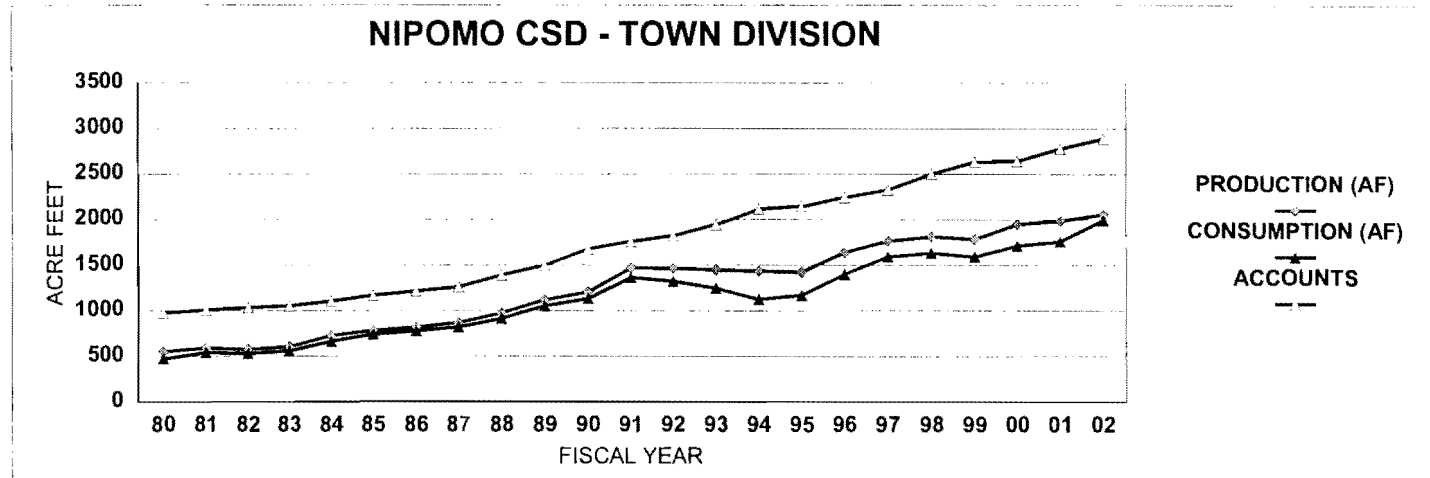
NIPOMO COMMUNITY SERVICES DISTRICT
TOWN DIVISION AND BLACK LAKE DIVISION COMBINED WATER PRODUCTION AND CONSUMPTION

FISCAL YEAR	PRODUCTION (AF)	CONSUMPTION (AF)	% UNACCOUNTABLE		WATER ACCOUNTS	AF/PRODUCTION/ACCOUNT	AF/CONSUMPTION/ACCOUNT
			WATER				
80	555	472	0.15		975	0.57	0.48
81	592	544	0.08		1006	0.59	0.54
82	576	532	0.08		1034	0.56	0.51
83	604	559	0.07		1053	0.57	0.53
84	725	664	0.08		1106	0.66	0.60
85	787	743	0.06		1170	0.67	0.64
86	819	780	0.05		1216	0.67	0.64
87	870	819	0.06		1260	0.69	0.65
88	972	913	0.06		1388	0.70	0.66
89	1118	1052	0.06		1497	0.75	0.70
90	1207	1134	0.06		1676	0.72	0.68
91	1470	1366	0.07		1760	0.84	0.78
92	1465	1322	0.10		1820	0.80	0.73
93	1447	1246	0.14		1941	0.75	0.64
94	1683	1314	0.22		2433	0.69	0.54
95	1674	1350	0.19		2503	0.67	0.54
96	1970	1631	0.17		2625	0.75	0.62
97	2094	1891	0.10		2778	0.75	0.68
98	2118	1902	0.10		2960	0.72	0.64
99	2148	1910	0.11		3119	0.69	0.61
00	2364	2106	0.11		3190	0.74	0.66
01	2427	2167	0.11		3349	0.72	0.65
02	2494	2399	0.04		3452	0.72	0.69



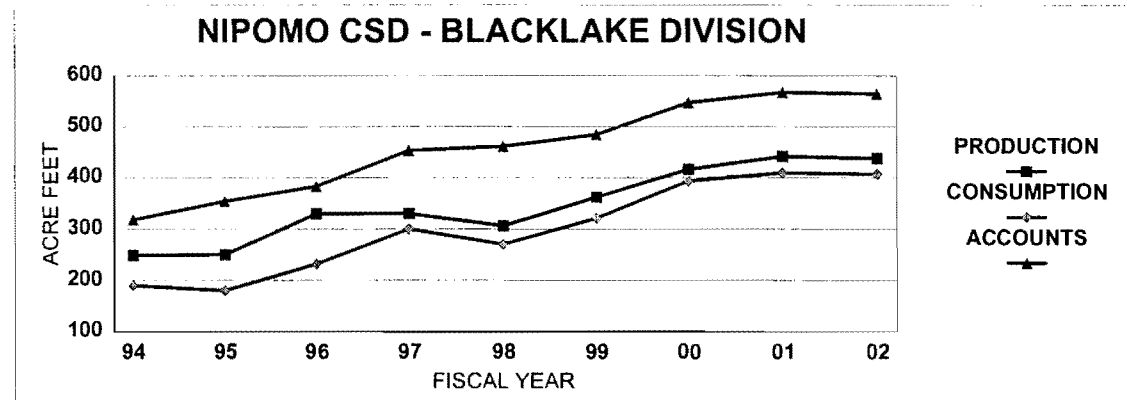
NIPOMO COMMUNITY SERVICES DISTRICT
TOWN DIVISION WATER PRODUCTION AND CONSUMPTION

FISCAL YEAR	PRODUCTION (AF)	CONSUMPTION (AF)	% UNACCOUNTABLE WATER	WATER ACCOUNTS	AF/PRODUCTION/ACCOUNT	AF/CONSUMPTION/ACCOUNT
80	555	472	0.15	975	0.57	0.48
81	592	544	0.08	1006	0.59	0.54
82	576	532	0.08	1034	0.56	0.51
83	604	559	0.07	1053	0.57	0.53
84	725	664	0.08	1106	0.66	0.60
85	787	743	0.06	1170	0.67	0.64
86	819	780	0.05	1216	0.67	0.64
87	870	819	0.06	1260	0.69	0.65
88	972	913	0.06	1388	0.70	0.66
89	1118	1052	0.06	1497	0.75	0.70
90	1207	1134	0.06	1676	0.72	0.68
91	1470	1366	0.07	1760	0.84	0.78
92	1465	1322	0.10	1820	0.80	0.73
93	1447	1246	0.14	1941	0.75	0.64
94	1434	1124	0.22	2115	0.68	0.53
95	1424	1170	0.18	2149	0.66	0.54
96	1640	1399	0.15	2242	0.73	0.62
97	1764	1591	0.10	2325	0.76	0.68
98	1812	1632	0.10	2499	0.73	0.65
99	1786	1589	0.11	2635	0.68	0.60
00	1948	1713	0.12	2643	0.74	0.65
01	1985	1758	0.11	2778	0.71	0.63
02	2056	1992	0.03	2887	0.71	0.69

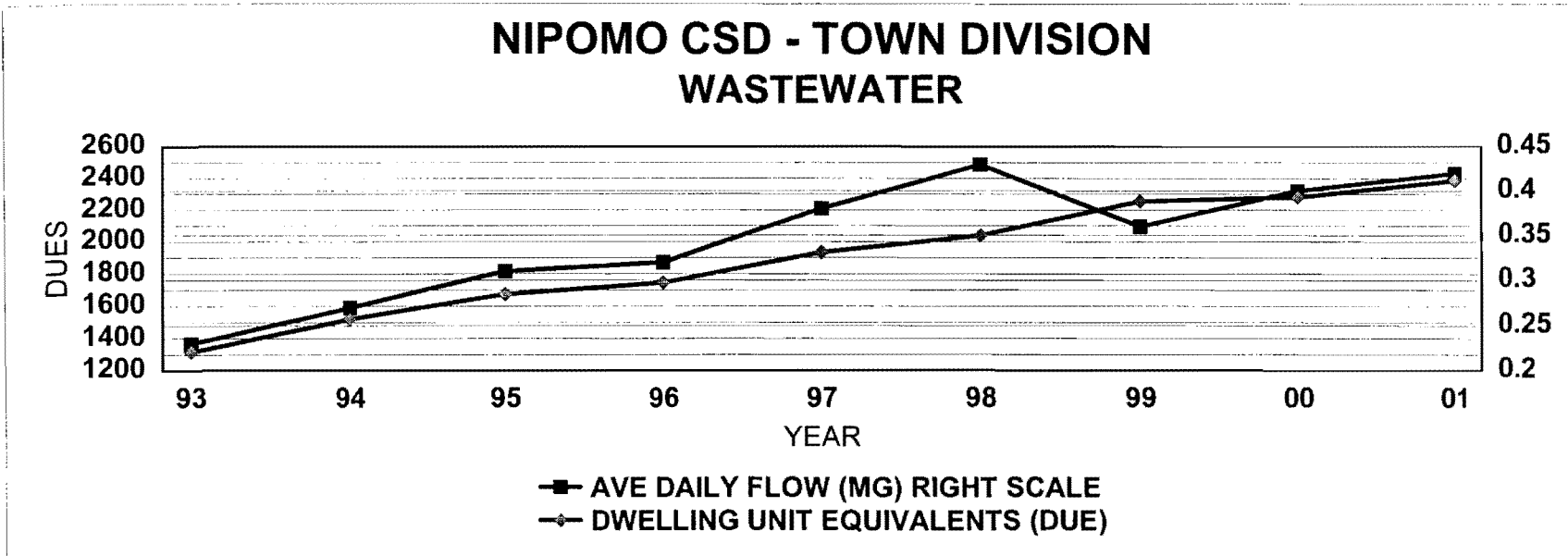


NIPOMO COMMUNITY SERVICES DISTRICT
BLACK LAKE DIVISION WATER PRODUCTION AND CONSUMPTION

FISCAL YEAR	PRODUCTION (AF)	CONSUMPTION (AF)	% UNACCOUNTABLE WATER	WATER ACCOUNTS	AF/PRODUCTION/ACCOUNT	AF/CONSUMPTION/ACCOUNT
80	0	0	ERR	0	ERR	ERR
81	0	0	ERR	0	ERR	ERR
82	0	0	ERR	0	ERR	ERR
83	0	0	ERR	0	ERR	ERR
84	0	0	ERR	0	ERR	ERR
85	0	0	ERR	0	ERR	ERR
86	0	0	ERR	0	ERR	ERR
87	0	0	ERR	0	ERR	ERR
88	0	0	ERR	0	ERR	ERR
89	0	0	ERR	0	ERR	ERR
90	0	0	ERR	0	ERR	ERR
91	0	0	ERR	0	ERR	ERR
92	0	0	ERR	0	ERR	ERR
93	0	0	ERR	0	ERR	ERR
94	249	190	0.24	318	0.78	0.60
95	250	180	0.28	354	0.71	0.51
96	330	232	0.30	383	0.86	0.61
97	330	300	0.09	453	0.73	0.66
98	306	270	0.12	461	0.66	0.59
99	362	321	0.11	484	0.75	0.66
00	416	393	0.06	547	0.76	0.72
01	442	409	0.07	567	0.78	0.72
02	438	407	0.07	565	0.78	0.72



YEAR	AVERAGE DAILY FLOW	DUES
93	0.23	1316
94	0.27	1522
95	0.31	1673
96	0.32	1746
97	0.38	1934
98	0.43	2041
99	0.36	2254
00	0.40	2280
01	0.42	2386



YEAR	AVERAGE DAILY FLOW	DUES
94	0.078	298
95	0.073	324
96	0.078	353
97	0.054	403
98	0.066	434
99	0.087	455
00	0.067	520
01	0.067	544

