

NIPOMO COMMUNITY SERVICES DISTRICT

Monday, May 8, 2006

2:00 P. M.

AMENDED SPECIAL MEETING NOTICE

BOARD of DIRECTORS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
ED EBY, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
JUDITH WIRSING, DIRECTOR

PRINCIPAL STAFF

MICHAEL LEBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSIST. ADMINISTRATOR
DONNA JOHNSON, BOARD SECRETARY
JON SEITZ, GENERAL COUNSEL

MEETING LOCATION
District Board Room
148 S. Wilson Street
Nipomo, California

AMENDED SPECIAL MEETING AGENDA

OPEN SESSION

- A. CALL TO ORDER AND FLAG SALUTE
- B. ROLL CALL

The public has the right to comment on any item on the
Special Meeting Agenda when the item is being considered.

C. ADMINISTRATIVE ITEMS

- 1. STUDY SESSION TO REVIEW ANNEXATION POLICY
- 2. APPROVAL OF CONTRACT TO HIRE EDWARD KREINS AS
INTERIM GENERAL MANAGER

ADJOURN

*** End of Notice ***

TO: BOARD OF DIRECTORS
FROM: MICHAEL LEBRUN *ML*
DATE: May 4, 2006

**AGENDA ITEM
C-1
MAY 8, 2006**

REVIEW ANNEXATION POLICY

ITEM

Review District Annexation Policy. [No Action]

BACKGROUND

The District adopted its current Annexation Policy on September 10, 2003. On May 30, 2004, the Local Agency Formation Commission adopted a Sphere of Influence and Municipal Services Review update for the District. In 2005, the District performed a rate and capacity charge study which culminated with the adoption of supplemental water capacity charges. These new capacity charges became effective on July 1, 2005. On January 25, 2006, the District adopted the 2005 Update to its Urban Water Management Plan.

In recognition of the actions taken subsequent to the Annexation Policy adoption, staff reviewed the Policy and recommended changes to the policy at your Board's April 26, 2006 Regular Meeting. At that meeting, staff was directed to schedule a public study session for continued discussion of Annexation Policy amendment.

On May 2, 2006, staff met with Director Eby and received input and clarification on suggested changes. A marked-up version of the current Annexation Policy, showing staff recommended changes is attached. Changes that are shown in bold format represent a revision of staff's April 26, 2006 recommendation.

The main thrust of staff proposed revisions is the substitution of Supplemental water "deposit" and Zone of Benefit language with a requirement that annexations acquire and dedicate supplemental water resources to the satisfaction of the District and pay the District's supplemental water based capacity charges. Other minor revisions to language of the Annexation Policy are recommended to improve policy clarity and consistency with subsequent Board action as outlined above.

RECOMMENDATION

Consider the current annexation, staff recommended changes, public comment and provide direction to staff on your Board's Annexation Policy.

ATTACHMENTS

Red-line proposed Annexation Policy

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THE ANNEXATION POLICY OF THE
NIPOMO COMMUNITY SERVICES DISTRICT

I. PURPOSE

In order to promote efficient processing of ~~all~~ requests for annexation to the Nipomo Community Services District, this policy sets forth the framework and standards ~~documents the present basis~~ upon which the Board of Directors will ~~evaluate~~consider such requests and provides notice thereof to the owners of the property that ~~is~~ are the subject of such requests.

II. INTENT

The Board of Directors intends to review all annexation requests with the aim of supporting the viability of the Nipomo Community Services District in providing essential services. The Nipomo Community Services District must be operated so as best to provide:

Good quality, economical and dependable water, sewerage and other authorized services for the residents of the Nipomo Community Services District.

The District recognizes ~~the County of~~ San Luis Obispo County's Department of Planning and Building's, August, 2004, Resource Capacity Study ("Water Supply in the Nipomo Mesa Area") and the recommendations contained therein

and the degradation of the water resources within the Nipomo Mesa Management Area and the need for conservation of natural and environmental resources, including local resources, their availability and quality, consistent with the South County General Plan of San Luis Obispo County.

III. GENERAL POLICIES

- A. Annexations shall provide a reliable water source, other than water from the Nipomo ~~Hydrologic Sub Area (HSA)~~ Mesa Management Area also know as the Hydrologic Sub Area. ~~or pay for the costs of supplemental water for the area of annexation as a condition of District approval.~~
- B. In order to provide for the orderly development of public service facilities, only those properties will be considered for annexation for which the owners are willing to accept all conditions for service required by the Nipomo Community Services District. Further, requests for annexation solely for sewerage services to the exclusion of water service will be rejected by the Board of Directors, except under extraordinary circumstances.
- C. In order to evaluate the impacts ~~on~~ of potential annexations upon the Nipomo Community Services District, the Board will only consider annexation requests ~~which that~~ include the submittal of a layout plan and a completed Annexation application. ~~pursuant to Section VI of these Policies.~~ The District reserves the discretion to require additional information from the Applicant.

If the intended development within the proposed area of annexation requires further County approvals (e.g., zoning or subdivision), the District's approval of the annexation may be conditioned upon the owners obtaining such County approvals before the annexation becomes effective.

- D. After review of the layout plan and Application, the Board of Directors will consider annexation request where it can be demonstrated that:

The proposed annexation will provide identified benefits to: (1) the residents and property owners of the remainder of the Nipomo Community Services District; and (2) the future residents and property owners within the annexed area.

- E. The proposed annexation area boundary ~~should~~ shall include all properties that may receive the proposed services to be provided (i.e., use rear property lines rather than streets as boundary lines).

- F. The District is opposed to the formation of homeowner associations for the operation of water and/or sewer systems in the Nipomo Mesa area. Typically, such associations lose efficiency over time, requiring a public entity to take over their operations. A public entity operating from the beginning would eliminate the need for later acquisition and rejuvenation of such systems at additional cost to the property owners.

- G. The District recognizes two (2) general classes of proposed annexations, as follows:

1. Those areas of proposed annexations that overlie the Nipomo Mesa Management Area that could produce a sufficient source of adequate groundwater to serve the proposed development if the Applicant were allowed to pump groundwater within the area of annexation; and
2. ~~Those areas of proposed annexations that do not overlie a sufficient~~ meet the requirements of G (1), above source of groundwater to serve the proposed development within the area of annexation.

H. The Board will not contract for State Project Water as a supplemental water supply without first obtaining the approval of the District voters. *

*Note: The Court may have jurisdiction to order State Project Water as part of the Adjudication Resolution.

I. The Board shall make the final determination about the suitability of any water source.

IV. ~~GENERAL STANDARDS FOR AREAS OVERLYING SUFFICIENT RELIABLE GROUNDWATER RESOURCES~~

A. ~~Dedications and Covenants~~ Non Agricultural Use of Groundwater Basin
Water Prohibited:-

Applicants ~~who are connected to the District water system~~ shall covenant not to pump from the underlying groundwater basin except for agricultural for

~~non-agricultural and or open space irrigation. Use consistent with the following:~~

~~1. Applicants that connect to the District's water system may continue to pump for agriculture related uses on Applicant's property, subject to any limitations imposed by a Court or other agency with jurisdiction.~~

~~2.~~

~~2.1. Subject to paying the financial obligations referenced in subsections C and D below and further subject to any limitations imposed by a Court or other agency with jurisdiction, Applicants who do not receive District water service may:~~

- ~~•Continue using existing well production for existing residential and commercial uses on Applicant's property.~~
- ~~•Continue to pump for agriculture related uses on Applicant's property~~

~~B. District Processing Costs:~~

~~At the time of entering into an Annexation Agreement with District, Applicant shall make deposit for District administrative, consultant and legal costs in processing the annexation;~~

~~C.B. Financial Obligations Conditions to be Completed Prior to Final LAFCO Approval:~~

1. The Applicant shall acquire and dedicate to the District's satisfaction, a volume of supplemental water (from a source acceptable to the District other than -Nipomo Mesa Management Area groundwater), equal to that necessary to support full build-out as reflected in the Annexation Application and the Annexation Agreement. of the annexed lands. Each connection or potential connection shall pay to the District the then current capacity and connection fees and charges.

2. The proposed annexation has complied with the requirements of the California Environmental Quality Act and the time to challenge has expired.

3. For each connection or potential connection, deposit with the District the then current capacity and connection fees and charges for District services.

~~1. For each residential connection to the District's water system or for each existing residential unit that does not connect to District water system, Applicants shall deposit with the District ten thousand dollars (\$10,000) or equivalent securities acceptable to District, to be applied to District administrative and consultant costs in acquiring supplemental water and to offset costs of supplemental water. *~~

~~2. Commercial and/or other uses that exceed a 1" meter shall pay a multiple of the deposit referenced in subsection 1 above based on flow capacity.~~

~~3. Each connection or potential connection shall pay District capacity and connection fees and charges. The District's water capacity charge shall be reduced by that portion attributed to well production.~~

~~* To be returned if LAFCO does not approve annexation. Further, to the extent the supplemental water deposit exceeds District's costs, as prorated among other applicants for annexation, the remainder will be used to reduce Section D water charges. A legal "granny" unit served by the same 1" meter as the primary residence shall not be counted as an additional connection.~~

D. Not Used

Payment of Monthly Supplemental Water Charge:

~~Applicants shall agree to establish a zone of benefit with a rate covenant wherein those residents and commercial users within the area of annexation will pay eighty percent (80%) of the actual costs of supplemental water for the area of proposed annexation plus one hundred percent (100%) of the reserve that may be required to obtain supplemental water.~~

EC. Customers of the District:

1. Upon annexation, residents and commercial users within the area of the proposed annexation shall become "regular customers" of the District, with no greater entitlements to water service than any other District customer.

2. Subject to compliance with the Annexation Agreement, LAFCO conditions, the District Inspection and Public Facility Agreement, District Rules and Regulations, and a **finding determination** by the Board of Directors that ~~there are adequate water resources to supply~~ the area of annexation meets the requirement of Section III, G (1), and there are adequate water resources to supply the area of annexation or a portion therein then the District may provide water to the area of annexation or a portion therein ~~during the period of time specified in the Annexation Agreement, reasonably determined to acquire supplemental water, District agrees to provide water to the area of annexation~~ upon LAFCO final approval.

Comment: Staff recommends moving this Section to General Standards (Section IV).

3. For those areas of annexation that do not meet the requirements of Section III, G (1), the District will not deliver water to the area of annexation until sufficient supplemental water is available in the NCSD water system for delivery.

Comment: Staff recommends moving this Section to General Standards (Section IV).

FD. Cluster Developments:

1. The District will only consider annexations of cluster developments that comply with County policy relating to clustering and that include the requirement for ongoing management of the open space parcel(s) for the purposes of:
 - a. Conserving water drawn from the underlying groundwater basin;
 - b. Preventing the accumulation of solid waste, litter, and construction and demolition waste; and
 - c. Preventing the accumulation of weeds and other fire hazards that would create further demand on the District's water resources.

2. A cluster division is to include at least one (1) open space parcel that may be used for one of the allowable residential units, provided that the building site does not exceed six thousand (6,000) square feet and is defined on the recorded map. Otherwise the open space parcel is not to be developed with structural uses other than agriculture accessory buildings. The open space parcel may be used for any one of the following: crop production or range land; historic site, archaeological preserve, wildlife preserve, water storage or

recharge area; leach field, scenic area, protection from hazardous areas; public outdoor recreation; or other similar use.

3. The use and restrictions referenced in Paragraphs 1 and 2 above, are to be guaranteed by a "Dedication", approved in writing by the District, as a party to the "Dedication". The Dedication shall be in the form of an open space easement, recordable agreement, dedication of fee, or partial fee title to a public or quasi-public agency.
4. If the open space parcel is designated for crop production or range land, then the Dedication related to water use shall include:
 - a. Water pumped from the groundwater basin will only be used for **agricultural purposes consistent with** crop production **and/or** grazing livestock;
 - b. A reference to the ongoing groundwater adjudication shall be identified, along with a statement that Owner acknowledges that Owner is the party subject to limitations imposed by a Court or other agency with jurisdiction related to pumping from the underlying groundwater basin; and
 - c. That Owner will not transport water from the open space parcel to other parcels that do not share a common boundary and common ownership with the open space parcel. Under no circumstances shall the Owner transport water from the open space parcel to a residential parcel.

5. If the District accepts responsibility for the open space parcel, then Applicant shall form an Assessment District, Special Tax District, or establish an endowment acceptable to District for the purposes of the operation and maintenance of the open space parcel.
6. Applicant shall establish a Homeowners Association for the purposes of assuming obligations in Subparagraph 5 above in the event the District is required to abandon the Assessment District or Special Tax District.

~~V. GENERAL STANDARDS FOR AREAS OF ANNEXATION THAT DO NOT OVERLIE SUFFICIENT RELIABLE GROUNDWATER RESOURCES.~~

~~A. The Applicant shall comply with all conditions set forth in Section IV above for proposed annexations that overlie a sufficient groundwater resource; and~~

B. Not Used

~~Pay one hundred percent (100%) of the monthly supplemental water charge (see IV-D above); and~~

~~C. District will not deliver water to the area of annexation until sufficient supplemental water is under contract and available in the NCSD system for delivery; and~~

~~1. All annexation project CEQA review, including challenges, are completed.~~

~~2. In addition, the construction phase of the annexation project shall not begin until steps C-1 and C-2 are completed and the Board determines that there is sufficient water to serve the proposed area of annexation during the construction phase.~~

VI. DISPUTE RESOLUTION

If an Applicant disputes District determination that the area of proposed annexation does not comply with Article III, G (1), overlie a sufficient groundwater resource, then Applicant, at Applicant's sole cost, may request District to perform reliability tests, ~~possibly~~ including pump tests, to the District Engineer's standards, to determine sufficiency of underlying groundwater resources. The Board of Directors' determination of the sufficiency of the groundwater supply shall be final.

VII. ANNEXATION AGREEMENT

All applicants for annexation shall be required to enter into an Annexation Agreement. Said Annexation Agreement shall include the following:

A. That all infrastructure and service line extensions shall be designed and constructed at no cost to District in accordance with District's standards;

B. Reimbursement to District for its costs in processing the annexation, including administrative costs, legal costs and engineering costs; and

C. Payment for all applicable District capacity, meter and connection charges.

D. Dedication to the District of a volume of supplemental water (from a source acceptable to the District other than Nipomo Mesa Management Area groundwater) equal to that necessary to support full build-out of the annexed lands.

E. Other terms and conditions as determined by the District.

VIII. SUBMITTAL OF ANNEXATION APPLICATION AND LAYOUT PLAN

Prior to consideration by the Board of Directors, Applicants must submit an application to the District, demonstrating that the annexation will conform to these Annexation Policies and submit a layout plan for the proposed area of annexation in sufficient detail for the District to assess the full impact of the annexation on the District's water distribution facilities, sewer service and other services to be provided to the area of annexation by the District.

TO: BOARD OF DIRECTORS
FROM: MICHAEL LEBRUN *ML*
DATE: May 5, 2006



APPROVAL OF CONTRACT TO HIRE
EDWARD KREINS AS INTERIM GENERAL MANAGER

ITEM

Approval of Employment Contract

BACKGROUND

The District conducted three interviews of potential candidates for the Interim General Manager position on April 26 and April 28. On Friday, April 28, 2006, the Board of Directors directed President Vierheilg to commence contract negotiations with the top candidate. Contract negotiations were successful with the top candidate, Edward Kreins. Mr. Kreins has agreed to and signed the attached Interim General Manager Agreement.

RECOMMENDATION

Approve contract to hire Edward Keins as Interim General manager.

ATTACHMENTS

Interim General Manager Employment Agreement

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**NIPOMO COMMUNITY SERVICES DISTRICT
INTERIM GENERAL MANAGER
EMPLOYMENT AGREEMENT**

Attachment:
Exhibit "A" – Interim General Manager Job Description

This Agreement (sometimes referred to herein as "Contract"), is made and entered into by and between Nipomo Community Services District, (herein referred to as "District"), and Edward S. Kreins, (herein referred to as "Contract Employee") with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et. seq., of the California Government Code.

B. Contract Employee has read the Job Description for the Interim General Manager (Exhibit "A") and possesses the required knowledge, education/experience and licensing/certificates described in the Job Description.

C. District desires to enter into an Contract Employment relationship with Edward S. Kreins as Interim General Manager;

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

SECTION 1. DUTIES

A. District hereby agrees to employ Edward S. Kreins as Interim General Manager. A general description of the duties and responsibilities of the Interim General Manager are set forth in the job description, attached hereto as Exhibit "A".

B. Edward S. Kreins agrees to perform the function and duties of the position of Interim General Manager and to perform other duties specified by statute and any additional duties as may be assigned from time to time by the District Board of Directors.

SECTION 2. TERM

A. This Contract shall take effect on Monday, May 8, 2006, at 8:00 a.m.

B. Subject to the provisions set forth in Section 3, below, this Contract shall automatically terminate one (1) week after the full time General Manager starts employment with District ("Termination Date").

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the

right of Contract Employee to resign at any time from his/her position with District, subject only to the provisions set forth in Section 3 of this Contract.

SECTION 3. TERMINATION AND SEVERANCE PAY.

A. Contract Employee understands and expressly agrees that he has no constitutionally protected property or other interests in his employment as Interim General Manager. Contract Employee understands and expressly agrees that he serves at the will and pleasure of the District Board of Directors and that he may be terminated or asked to resign at any time by the District Board of Directors, with or without cause.

B. Termination Without Cause: Contract Employee serves at the will and pleasure of the District's Board of Directors, and may be terminated without cause. In the event the District terminates Contract Employee without cause, Contract Employee shall receive a lump sum cash payment (severance pay) equal to twenty (20) hours of employment. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this section.

C. Termination For Cause: In the event Contract Employee is terminated for good cause, Contract Employee shall be entitled to all salary earned, but not paid as of the date of termination only. Contract Employee shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Agreement, "good cause" shall include, but not necessarily be limited to, any of the following:

- (1) Any material breach by Contract Employee of any term or provision of this Agreement;
- (2) Contract Employee's failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
- (3) Contract Employee's misfeasance;
- (4) Contract Employee's malfeasance;
- (5) Conduct unbecoming the position of Interim General Manager or likely to bring discredit or embarrassment to the District;
- (6) Insobriety;
- (7) Conviction of a misdemeanor involving moral turpitude;
- (8) Conviction of a felony;

- (9) Engaging in illegal business practices in connection with the District's

business;

- (10) Misappropriation of the District's assets;
- (11) Excessive unexcused absences of Contract Employee from his employment during usual working hours; or
- (12) Failure to perform or habitually neglecting the duties which he is required to perform under this Agreement.

D. Contract Employee may terminate this Contract at any time by giving District twenty-one (21) calendar days written notice in advance, unless the parties otherwise agree. Should Contract Employee fail to give such period of notice, Contract Employee shall pay to the District as liquidated damages the sum of forty dollars (\$40) per working day, for the difference between the number of actual days of prior notice and twenty-one (21) calendar days. Contract Employee agrees that the liquidated damages may be deducted from his final paycheck.

E. If this Agreement is terminated by District for cause pursuant to Section C, above and it is later determined that the termination was wrongful, such termination automatically shall be converted and treated as a Termination Without Cause under Section B, above, and Contract Employee shall be entitled to receive only the amounts payable hereunder in the event of a Termination Without Cause.

SECTION 4. COMPENSATION

A. Hourly rate of pay. Contract Employee shall be paid at the rate of fifty-two dollars (\$52.00) per hour (hereinafter referred to as "Hourly Rate") for hours actually worked, payable in installments at the same time as regular employees of District are paid.

B. Hours per week. Hours are flexible, and it is anticipated that Contract Employee will average twenty (20) to thirty (30) hours per week. However, in no event shall Contract Employee exceed nine hundred sixty (960) working hours during any one fiscal year without the express authorization of the District Board of Directors.

C. Benefits. Contract Employee shall not receive District benefits such as health insurance, retirement, vacation or sick leave. Nor shall Contract Employee be credited for holidays or leave for jury duty.

SECTION 5. EMPLOYMENT STATUS

A. Contract Employee understands and agrees that he/she is not entitled to be paid compensation comparable to a regular District employee performing similar work, but that the compensation received herein is negotiated for services rendered by

Contract Employee.

B. Contract Employee understands and agrees that the terms of his/her employment is governed only by this Contract and that no other right of regular employment is created hereby.

SECTION 6. AUTOMOBILE INSURANCE

During the Contract Term Contract Employee shall maintain automobile insurance on personal vehicles. Proof of insurance shall be lodged with the District.

SECTION 7. PERSONNEL POLICIES

Contract Employee has read and agrees to be bound by the following District Policies:

- A. 4080 INJURED ON DUTY
- B. 5030 SAFETY
- C. 5040 USE OF DISTRICT VEHICLES AND PROPERTY
- D. 5050 APPEARANCE AND CONDUCT
- E. 5060 SUBSTANCE ABUSE
- F. 5070 SEXUAL HARASSMENT
- G. 5080 HARASSMENT
- H. 5090 FITNESS FOR DUTY

SECTION 8. NOTICES.

A. Notices pursuant to this Agreement shall be in writing and shall be deemed received at the earlier of either (a) actual receipt, or (b) three (3) days following deposit in the U.S. Mail as provided below. Notices delivered to by U.S. or private mail shall be directed to the addresses shown below, provided that a party may change addresses by giving written notice to the other party in accordance with this subsection:

1. District:

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: President of the Board of Directors

2. Contract Employee:

Edward S. Kreins
670 Misty Glen Place
Nipomo, CA 93444

- B. Notices under this section may be:

- (1) Served personally, or
- (2.) Sent by facsimile (provided a hard copy is mailed within one (1) business day); or
- (3) Delivered by first class U.S. Mail, certified, with postage prepaid and a return receipt requested; or
- (4) Sent by Federal Express or equivalent private mail delivery service.

SECTION 9. GENERAL PROVISIONS.

A. Contract Employee shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with a position of Interim General Manager or give rise to the appearance of impropriety.

B. The District shall pay the cost to defend Contract Employee to the extent required by California law, as provided by the California Tort Claims Act (Government Code §§ 810 et seq.) in Government Code sections 995 through 995.6, or otherwise.

C. The terms of this Agreement are intended by the parties as the final expression of their Agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

D. In the event of Contract Employee's death, Contract Employee's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid, and (b) payment for any accrued vacation. Employee and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

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

F. This Agreement shall be governed by the laws of the State of California.

Contract Employee and the District agree that venue for any dispute shall be in San Luis Obispo County, California.

G. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

H. Contract Employee may not assign this Agreement in whole or in part.


I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

J. This Agreement shall become effective on the date the Agreement is approved by the District Board of Directors.

IN WITNESS WHEREOF, District and Contract Employee have executed this Contract on the day and year first set forth above.

I have read this Contract and agree to be employed by the District under the terms and condition herein stated. I understand and agree that no manager, supervisor, or representative of the District has the authority to enter into any agreement, expressed or implied, that would modify the terms and conditions of this Contract.


Edward S. Kreins, Contract Employee


Date

Larry Verheilig, President
Board of Directors
Nipomo Community Services District

Date

NIPOMO COMMUNITY

BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR



SERVICES DISTRICT

STAFF

MICHAEL LeBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

Interim-GENERAL MANAGER

NIPOMO COMMUNITY SERVICES DISTRICT
NIPOMO, CALIFORNIA

Salary \$6,500 to \$9,000 monthly (full-time basis), DOQ

The Nipomo Community Services District is an enterprise District which functions under a Board of Directors/General Manager model. The District is located on California's Central Coast in southern San Luis Obispo County, between the incorporated cities of Arroyo Grande and Santa Maria. The District provides water, wastewater treatment, solid waste disposal, limited drainage, street lighting, and street landscaping services to approximately 13,000 residents in an unincorporated area of San Luis Obispo County. The District has twelve employees and an annual budget of approximately \$3.5 million.

The District requires the services of a part-time, interim-General Manager while the Directors are recruiting a permanent replacement for the current General Manager who is resigning effective May 19, 2006. The successful candidate will be required to begin work with the District no later than May 1, 2006. The interim General Manager will work on a month-to-month contract basis. Employment will continue until a permanent replacement has been hired (approximately six months). The position is envisioned to demand approximately 80 hours per month, with weekly hours varying based on the Board of Directors meeting schedule. Regular Board meetings are scheduled on the second and fourth Wednesday of the month.

The ideal candidate will possess substantial experience in Special District/City management and administrative process. The interim-General Manager will be responsible for the overall coordination of District day-to-day operation, public meeting agenda preparation, and public meeting administration. A competent and seasoned staff is in place. The successful candidate must have the ability to work well with the elected Board of Directors, District staff and Community.

The ideal candidate will have a bachelor's degree in engineering, public administration, business administration, or a related field, experience in administering public utilities projects, and a minimum of ten years of increasingly responsible experience in Special District/City management. Technical and administrative experience in water and wastewater operations is highly desirable.

Application deadline: April 14, 2006 (Postmarks not accepted). Résumés are welcome, but will not be accepted in lieu of a completed District application (Attached).