

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 41 - Years of Service 1965 - 2006

AGENDA

AUGUST 23, 2006 8:30 A. M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

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

PRINCIPAL STAFF

EDWARD KREINS, **INTERIM GEN. MANAGER**
LISA BOGNUDA, **ASSIST. ADMINISTRATOR**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
BRUCE BUEL, **PROJECTS ADMINISTRATOR**

Mission Statement: The Nipomo Community Services District's mission is to provide the citizens of the District with quality, innovative, and cost-effective services through responsive and responsible local government to meet the changing needs of the community.

NOTE:

- **All comments concerning any item on the agenda are to be directed to the Board President.**
- *Consistent with the Americans with Disabilities Act and California Government Code §54954.2 requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires the modification or accommodation in order to participate at the below referenced public meeting by contacting the District General Manager or Assistant Administrator at 805-929-1133.*
- *District-prepared staff reports and documents are generally posted on the District's website {Nipomocsd.com} on the same date the agenda is posted.*
- *Items may be taken out of order. The Board typically breaks for lunch at approximately 12 noon and conducts closed session at that time, reconvening to public session at approximately 1:00 p. m.*

A. CALL TO ORDER AND FLAG SALUTE

NEXT RESOLUTION 2006-992

B. ROLL CALL

NEXT ORDINANCE 2006-106

CLOSED SESSION 8:30 A.M.

The Board will adjourn to a Closed Session at 8:30 a.m. to discuss the following and reconvene at 9:00 a.m. for Open Session.

1. PUBLIC EMPLOYEE APPOINTMENT - GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

PUBLIC COMMENT ON CLOSED SESSION ITEM
ADJOURN TO CLOSED SESSION

OPEN SESSION 9:00 A.M.

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION
AGENDA ITEM E-4 MAY BE CONSIDERED BY THE BOARD AT THIS TIME.

- C. PUBLIC COMMENT PERIOD
PUBLIC COMMENT

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 President.

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

- D. 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 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 brackets.*
- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve minutes of August 9, 2006, Regular meeting.
Approve minutes of August 15, 2006, Special meeting
- D-3) AUTHORIZE PURCHASE OF UTILITIES DEPARTMENT PICK-UP TRUCK TO REPLACE EXISTING TRUCK, DECLARE EXISTING TRUCK SURPLUS, AND AUTHORIZE SALE [RECOMMEND APPROVAL]
- D-4) AUTHORIZE EXTENSION OF AGREEMENTS WITH SUMMER HELP WORKERS DURING SCHOOL YEAR [RECOMMEND APPROVAL]
- E. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)
- E-1) SELECT COMPARABLE AGENCIES FOR EMPLOYEE SALARY AND BENEFIT SURVEY AND ADD DISTRICT LEGAL COUNSEL TO SCOPE OF WORK [RECOMMEND APPROVAL]
- E-2) NOT USED
- E-3) AUTHORIZE PRESIDENT TO SUBMIT BALLOT ON BEHALF OF NCSD REGARDING CSDA ELECTION OF DIRECTORS FOR REGION 4 [RECOMMEND APPROVAL]
- E-4) APPOINTMENT OF GENERAL MANAGER AND APPROVE CONTRACT
- F. MANAGER'S REPORT
- G. COMMITTEE REPORTS
1. PARKS COMMITTEE MEETING OF AUGUST 7, 2006
- H. DIRECTOR'S COMMENTS
- I. CLOSED SESSION ANNOUNCEMENTS
1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 SMWWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
 2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 MARIA VISTA VS. NCSD CASE NO. CV 040877
 3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE §54956.9 – JESSE HILL (IN PRO PER) V. NCSD CV 060325.
 4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION GC 54956.9 NCSD VS. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

- I. CLOSED SESSION ANNOUNCEMENTS (continued)
 - 5. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; SAN LUIS OBISPO COASTKEEPER VS. NCSD (CASE NO. CV060349)
 - 6. CONFERENCE WITH PROPERTY NEGOTIATORS EDWARD KREINS, BRUCE BUEL AND JON SEITZ TO PROVIDE DIRECTION REGARDING TERMS AND CONDITIONS FOR ACQUISITION OF AN EASEMENT INTEREST IN APN 091-181-052 AT THE NW CORNER OF WILLOW ROAD AND VIA CONCHA PURSUANT TO GOVERNMENT CODE SECTION 54956.8 (OWNER: KENNETH CRAIG AND LMUSD, NEGOTIATOR: CAROL FLORENCE)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

K. ADJOURN TO CLOSED SESSION

L. OPEN SESSION
ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

ADJOURN

- **THE NEXT REGULAR BOARD MEETING IS SEPTEMBER 13, 2006.
TENTATIVELY SCHEDULED ITEMS INCLUDE:**
 - Review Options to Treat Supplemental Water
 - Hetrick Road Waterline Upgrade Environmental Determination
 - Select Firm to Prepare Water & Sewer Master Plan Update

TO: BOARD OF DIRECTORS
FROM: ED KREINS
DATE: AUGUST 18, 2006



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 brackets.

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
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- D-4) AUTHORIZE EXTENSION OF AGREEMENTS WITH SUMMER HELP WORKERS DURING SCHOOL YEAR [RECOMMEND APPROVAL]

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\CONSENT 8-23-06.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS AUGUST 18, 2006**

**AGENDA ITEM
D-1
AUGUST 23, 2006**

HAND WRITTEN CHECKS

18895	08-07-06	C TROTTER	50.00
18896	08-07-06	J WIRSING	50.00

**TOTAL COMPUTER
CHECKS
\$ 236,958.71**

VOIDED CHECKS

NONE

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
012476	08/15/06	EBY01	EBY, ED	100.00	.00	100.00	081506	SPECIAL MEETING 8/15/06
012477	08/15/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	081506	SPECIAL MEETING 8/15/06
012478	08/15/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	081506	SPECIAL MEETING 8/15/06
012479	08/15/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	081506	SPECIAL MEETING 8/15/06
012480	08/15/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	081506	SPECIAL MEETING 8/15/06
012481	08/16/06	EBY01	EBY, ED	100.00	.00	100.00	081606	SPECIAL MEETING 8/16/06
012482	08/16/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	081606	SPECIAL MEETING 8/16/06
012483	08/16/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	081606	SPECIAL MEETING 8/16/06
012484	08/23/06	ALI01	ALINCO INC DBA	251.62	.00	251.62	5596	WINDSHIELD REPAIR
012485	08/23/06	ALX01	ALEXANDER'S CONTRACT SERV	1982.36	.00	1982.36	3053	METER READING SERVICE
012486	08/23/06	ATT01	AT&T/MCI	39.60 146.06 117.70	.00 .00 .00	39.60 146.06 117.70	T5340196 T5340198 T5340199	PHONE 0161 PHONE 1133 PHONE 1341
			Check Total.....:	303.36	.00	303.36		
012487	08/23/06	B&B01	B & B STEEL & SUPPLY	523.38	.00	523.38	256985	SUPPLIES - TOWN WWTP
012488	08/23/06	BIO02	BioHumaNetics INC.	1500.00	.00	1500.00	12771	SLUDGE JUDGE
012489	08/23/06	BRE02	BRENNTAG PACIFIC INC.	725.41 695.55	.00 .00	725.41 695.55	320687 320690	CHLORINE CHLORINE
			Check Total.....:	1420.96	.00	1420.96		
012490	08/23/06	CEN06	CENTRAL COAST ELECTRIC	832.59	.00	832.59	1255	SOUTHLAND PLANT MOTOR
012491	08/23/06	CIT01	CITY NATIONAL BANK	65153.50	.00	65153.50	071506	LOAN #01-032 SS ASSESMEN
012492	08/23/06	CRE01	CREEK ENVIRONMENTAL LABS	24.00 80.00 24.00 24.00 24.00 24.00 80.00 24.00 24.00 24.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	24.00 80.00 24.00 24.00 24.00 24.00 80.00 24.00 24.00 24.00	N4323 N4348 N4349 N4386 N4414 N4458 N4476 N4477 N4511 N4556	BL WWTP LAB WATER SAMPLES BL WWTP LAB BL WWTP LAB BL WWTP LAB BL WWTP LAB WATER SAMPLES BL WWTP LAB BL WWTP LAB BL WWTP LAB
			Check Total.....:	352.00	.00	352.00		
012493	08/23/06	EBY01	EBY, ED	100.00	.00	100.00	082306	REG BD MEETING 082306
012494	08/23/06	FAR02	FAR WEST EXPRESS	37.00	.00	37.00	74575+	DELIVERY 74974 & 74991
012495	08/23/06	FGL01	FGL ENVIRONMENTAL	498.00 1051.00 176.00 104.00 176.00 129.00	.00 .00 .00 .00 .00 .00	498.00 1051.00 176.00 104.00 176.00 129.00	606890A 607440A 607441A 607442A 607671A 607672A	TOWN WWTP LAB WELL SAMPLES TOWN WWTP LAB BL WWTP LAB TOWN WWTP LAB BL WWTP LAB

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS AUGUST 18, 2006**

**AGENDA ITEM
D-1
AUGUST 23, 2006
PAGE TWO**

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
			Check Total.....:	2134.00	.00	2134.00		
012496	08/23/06	GAR01	GARING TAYLOR & ASSOC	405.00	.00	405.00	6495	PCI - MARIA VISTA
012497	08/23/06	GRO01	GROENIGER & CO	722.41	.00	722.41	592076SM	SUPPLIES
012498	08/23/06	HAC01	HACH COMPANY	1274.68	.00	1274.68	4813574	COLORIMETER
012499	08/23/06	IND01	INDUSTRIAL MEDICAL GROUP	70.00	.00	70.00	062606	PRE EMP DRUG SCREEN MANDA
012500	08/23/06	JSN01	J. SNELL & CO, INC	2502.98	.00	2502.98	77732	CHECK ENDORSING MACHINE
012501	08/23/06	NEW03	NEW IMAGE TECHNOLOGIES	38.25	.00	38.25	2889	WEBSITE UPDATE
012502	08/23/06	NUT01	NU TECH PEST MGMT	530.00 49.00	.00 .00	530.00 49.00	57880 57881	RODENT CONTROL RODENT CONTROL
			Check Total.....:	579.00	.00	579.00		
012503	08/23/06	PAD02	PADRE ASSOCIATES, INC	501.14	.00	501.14	2006-1134	HETRICK WATERLINE CEQA
012504	08/23/06	PGE01	P G & E	48426.78	.00	48426.78	072806	ELECTRICITY 4449664603-3
012505	08/23/06	PRO01	PROTO DIE MANUFACTURING	325.00	.00	325.00	3516	GARDENIA LFT STN MAINT
012506	08/23/06	PWM01	PW MANN ELECTRIC INC	226.80 1446.35	.00 .00	226.80 1446.35	6058 6059	MAINT BL WATER & TOWN WWT MAINT - WELLS, LFT STNS
			Check Total.....:	1673.15	.00	1673.15		
012507	08/23/06	QUI03	QUINN RENTAL SERVICES	77.45 11.74	.00 .00	77.45 11.74	2074632 2074652	OPERATING SUPPLIES TOOLS
			Check Total.....:	89.19	.00	89.19		
012508	08/23/06	RAL01	RALPH ANDERSEN & ASSOC	4723.11	.00	4723.11	17876	RECRUITMENT OF GM
012509	08/23/06	REL01	RELIABLE	83.15	.00	83.15	YJZ41600	OFFICE SUPPLIES
012510	08/23/06	SAN01	SANTA MARIA TIRE INC	104.62	.00	104.62	437838	TIRE REPAIR
012511	08/23/06	SAN09	SAN LUIS MAILING SERVICE	202.37 100.31 538.69	.00 .00 .00	202.37 100.31 538.69	30640 30668 30668B	MAILING BILLS MAIL BILLS POSTAGE FOR BILLS
			Check Total.....:	841.37	.00	841.37		
012512	08/23/06	SLO04	SAN LUIS OBISPO AUDITOR	16163.00	.00	16163.00	LAFCO	LAFCO FEES 2006-2007
012513	08/23/06	SNY01	SNYDER LANDSCAPE MAINT CO	571.00	.00	571.00	240	LMD TRACT 2409
012514	08/23/06	SUN01	SUNBELT RENTALS	1491.29 3507.56	.00 .00	1491.29 3507.56	6583018-3 6911674-1	SOUTHLAND WWT SLUDGE REM SOUTHLAND WWT SLUDGE REM
			Check Total.....:	4998.85	.00	4998.85		
012515	08/23/06	THE01	THE GAS COMPANY	12063.40	.00	12063.40	073106	SUNDALE WELL GAS
012516	08/23/06	THE02	THE TRIBUNE	236.56	.00	236.56	062806	AD FOR MAINT WORKER & LEG
012517	08/23/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	082306	REG BD MEETING 082306
012518	08/23/06	VIE01	VIERHELLIG, LARRY	100.00	.00	100.00	082306	REG BD MEETING 082306
012519	08/23/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	082306	REG BD MEETING 082306
012520	08/23/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	082306	REG BD MEETING 082306
012521	08/23/06	\F002	FAIRWAYS BLACKLAKE,	498.35	.00	498.35	000A60701	MQ CUSTOMER REFUND

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 41 - Years of Service 1965 - 2006

D2

MINUTES

AUGUST 9, 2006 9:00 A. M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

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

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BRUCE BUEL, **PROJECTS ADMINISTRATOR**

Mission Statement: The Nipomo Community Services District's mission is to provide the citizens of the District with quality, innovative, and cost-effective services through responsive and responsible local government to meet the changing needs of the community.

A. CALL TO ORDER AND FLAG SALUTE

President Vierheilig called the meeting to order at 9:01 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

C. PUBLIC COMMENT PERIOD

PUBLIC COMMENT

C-1) COMMANDER BASTI OF SOUTH COUNTY SHERIFF'S STATION

Commander Martin Basti reviewed the Sheriff activities on the Nipomo Mesa for the past month. There were problems in Oceano but it was seemingly quiet in Nipomo except routine drug busts.

There was some graffiti on Tejas Place and in the park.

School starts up at the end of August. Extra care will be taken for speed limits, etc.

The Board thanked him for his report.

C-2) BATTALION CHIEF DAN ANDERSON OF CALIFORNIA DEPARTMENT OF FORESTRY

Battalion Chief Dan Anderson reviewed the CDF activities on the Nipomo Mesa for the past month. There were 693 calls to the Nipomo Station and 324 calls from the Mesa Station for the month of July. There is more fire activity on the east side of North County. Some of the Nipomo crew has been Southern California.

Paramedic John Danner recently completed the academy in the top three with honors and will be starting in Nipomo next week on normal shift.

The display at the Mid State Fair was successful.

The Board thanked him for his report.

C-3) MIKE NUNLEY OF BOYLE ENGINEERING

Mr. Mike Nunley from Boyle Engineering gave an update on Waterline Intertie Project Pre-Design Study.

- Developed water quality testing protocol for the Santa Maria water as well as the mix.
- Conducted alignment study walk.
- Some right-of-entry forms have been received.
- Fugro (geotechnical engineering consultant) has started preliminary work to help decide what techniques would be best for the pipeline (either horizontal drill, open cut or the bridge crossing).

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

C-3) MIKE NUNLEY OF BOYLE ENGINEERING (continued)

- Hydraulic analysis in process. Fire flow tests planned for next week.
- Evaluating delivery options.
- Working with PG&E concerning "savings by design".
- Completed wildlife survey.
- Assisted District staff with EPA concerning earth work associated with the project.

Director Trotter asked if Boyle is made aware of the comments received about the DEIR.

Answer: Yes

There was no public comment.

D. CONSENT AGENDA

D-1) WARRANTS

D-2) BOARD MEETING MINUTES

Approve minutes of July 26, 2006, Regular meeting.

D-3) AUTHORIZE SUBMITTAL OF PG&E PRE-APPLICATION FOR ENERGY SAVING REBATES FOR WATERLINE INTERTIE PROJECT

D-4) AUTHORIZE EXECUTION OF AGREEMENT WITH GROUND-UP DESIGN TO PERFORM HETRICK ROAD WATERLINE PROJECT CONSTRUCTION MANAGEMENT SERVICES

D-5) APPROVAL OF SECOND QUARTER INVESTMENT REPORT

Mr. Ed Kreins, District General Manager, reviewed the items on the Consent Agenda.

President Vierheilg pointed out three errors on the PG&E application.

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved the Consent Agenda as amended in Item D-3. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilg	None	None

E. ADMINISTRATIVE ITEMS

There were no Administrative Items.

F. MANAGER'S REPORT

Mr. Ed Kreins, District General Manager, reviewed the items on the Manager's Report.

Director Eby appreciated the Financial Report especially the legal fees to show how much different lawsuits are costing the District.

G. COMMITTEE REPORTS

Director Trotter stated that the waterline activities were covered very well by Mr. Nunley.

He stated that the Parks Committee Meeting was held Monday, August 7, 2006.

The following things were discussed:

- CSD LAW LATENT POWERS & ACTIVATION PROCESS
- RESEARCH REGARDING NIPOMO PARKS NEEDS
- FUNDING SOURCES FOR PARK DEVELOPMENT & OPERATION
- POTENTIAL SITES AND OPPORTUNITIES FOR DEVELOPMENT
- MEETING DATE(S)/TIME(S) FOR SUBSEQUENT MEETING(S)

F. COMMITTEE REPORTS (continued)

Director Trotter stated that he and Director Wirsing agreed to meet once a month. The citizens of Nipomo are welcome to participate in the meetings. Director Wirsing added that it was also agreed that the District wanted to start small.

Director Winn met with the City of Santa Maria and Projects Administrator, Bruce Buel, Friday, July 28, 2006, to discuss the waterline project.

He met with President Vierheilig and Boyle representatives concerning "Other Water Sources". Director Eby asked about a District-owned well site in the Santa Maria river bed. Director Winn explained that the AB 3030 ruling stated that at this time no water taken from that well can be used for residential use.

President Vierheilig stated that there was no Personnel Committee meeting, but there has been a lot of preparation for the Closed Session on August 15th.

H. DIRECTORS' COMMENTS

Director Wirsing

Water pressure seems low on Olympic Way. Please have it checked.

She would like to have on a future agenda, the projected cost to ratepayers for the supplemental water. The Board discussed that an analysis is inevitable but not until more information is known. Bruce Buel, Projects Administrator, explained that the design study will be presented November 1st.

She asked why there was first class postage on the last water bill she received.

Answer: It was explained that a different mailing service had to be used because the regular one was on vacation and the new service did not have it set up with the post office.

Director Eby

SCAC (South County Advisory Council) will be having an informational meeting at the Nipomo High School concerning the Nipomo Park Plan, Monday, August 14, 2006, at 6:30 p.m.

SCAC will be having a special meeting August 21, 2006, in the NCSD Board room at 6:30 p.m.

In today's (August 9, 2006) editorial in the Five Cities Press Recorder, Gene Carl suggested that the District take over library powers.

Director Winn

He stated that he was disappointed in newspaper mis-understanding of the conservation program delays.

County web site states that Mr. Seitz will be at a demurer Tuesday, August 15th.

Talked to Pat Beck after last Board meeting and discussed in-lieu fees to be applied to all new construction on the Mesa.

WRAC workshop Sept. 20, 2006, discussing water conservation.

Olde Towne Association Thursday, August 10, 2006 at Creekside.

President Vierheilig

Clean-Up Week - September 11-15, 2006 Customers must set out the extra trash the night before their regular pick up day. Call office the night before if you have large appliances, etc.

Dalidio Ranch Project meeting at new County building for August 16, 2006, at 3:00 p.m. Kami Griffin (781-5193) before August 11, 2006.

Groundwater Law and Policy seminar in September in Santa Monica, California.

The Personnel Committee will be meeting with Koff & Assoc. concerning the salary survey.

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

I. CLOSED SESSION ANNOUNCEMENTS

Jon Seitz, District Legal Counsel, announced the following items to be discussed in Closed Session:

1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 MARIA VISTA VS. NCSD CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE §54956.9 – JESSE HILL (IN PRO PER) V. NCSD CV 060325 AND RELATED LIABILITY CLAIM PURSUANT TO GOVT. CODE §54961.
4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION GC 54956.9 NCSD VS. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT
5. PUBLIC EMPLOYEE PERFORMANCE REVIEW PURSUANT TO GOVERNMENT CODE SECTION 54947 – DISTRICT LEGAL COUNSEL
6. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(C) PETITION FOR COURT ORDER PERMITTING ENTRY ONTO PROPERTY TO MAKE STUDIES, SURVEYS, AND TEST AS AUTHORIZED IN SECTION 1245.010 ET SEQ OF THE CODE OF CIVIL PROCEDURES RELATED TO THE NCSD/SANTA MARIA WATERLINE INTERTIE PROJECT (20 POTENTIAL CASES)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment on the Closed Session items.

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session and took a ten-minute break at 9:57 a.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 12:40 a.m. Jon Seitz, District Legal Counsel, announced the following:

The Board heard an update on the above items. The reportable action was taken on Item 6. Upon motion of Director Trotter and seconded by Director Winn, the Board agreed to petition for court order permitting entry onto property to make studies, surveys, and tests, as authorized in Section 1245.010 et seq of the Code of Civil Procedures related to the NCSD/Santa Maria Waterline Intertie Project (20 potential cases). Vote 4-1 with Director Wirsing voting no.

YES VOTES	NO VOTES	ABSENT
Directors Trotter, Winn, Eby, and Vierheilg	Director Wirsing	None

ADJOURN

President Vierheilg adjourned the meeting at 12:43 p.m.

- **THE NEXT REGULAR BOARD MEETING IS AUGUST 23, 2006.
TENTATIVELY SCHEDULED ITEMS INCLUDE:**

- Receive Comments to Waterline Intertie Project DEIR
- Consider Water Conservation Program/Policy

- **THE BOARD WILL CONDUCT A SPECIAL MEETING AT 8AM ON WEDNESDAY AUGUST 16, 2006, TO TOUR THE VENTURA RIVER CROSSING IN OJAI**

NIPOMO COMMUNITY SERVICES DISTRICT

Tuesday, August 15, 2006

9:00 A. M.

SPECIAL MEETING MINUTES

BOARD of DIRECTORS

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

PRINCIPAL STAFF

EDWARD KREINS, INTERIM GENERAL MANAGER
LISA BOGNUDA, ASSIST. ADMINISTRATOR
DONNA JOHNSON, BOARD SECRETARY
JON SEITZ, GENERAL COUNSEL
DAN MIGLIAZZO, UTILITY SUPERVISOR

MEETING LOCATION

District Board Room
148 S. Wilson Street
Nipomo, California

Special Meeting Agenda

OPEN SESSION

A. CALL TO ORDER AND FLAG SALUTE

President Vierheilig called the meeting to order at 9:01 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

C. PUBLIC COMMENT ON SPECIAL MEETING AGENDA ITEMS (CLOSED SESSION)

There was no public comment.

CLOSED SESSION

At 9:05 a.m. the Board adjourned to Closed Session to discuss the following:

PUBLIC EMPLOYEE APPOINTMENT GC §54957
POSITION --- DISTRICT GENERAL MANAGER

ADJOURN

President Vierheilig adjourned the meeting at 1:50 p.m.

MINUTES SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS *EK*
DATE: AUGUST 18, 2006

**AGENDA ITEM
D-3
AUGUST 23, 2006**

AWARD BID FOR NEW PICK UP TRUCK & DECLARE OLD TRUCK SURPLUS

ITEM

Authorize Purchase of Utilities Department Pick Up Truck from Mullahey Ford of Arroyo Grande, amend the FY06-07 Budget, declare existing truck surplus, and authorize sale of old truck.

BACKGROUND

Your Honorable Board approved a twenty-five thousand dollar (\$25,000.00) expenditure to replace the District's 1999 Dodge 2500 k during the current fiscal year. On July 13, 2006, staff faxed the attached bid request to eight (8) area Ford dealers (see below). The District received the attached three bids in response to the bid request. The low bid is from Mullahey Ford of Arroyo Grande at \$27,669.20.

RECOMMENDATION

Staff recommends your Honorable Board award the bid to Mullahey Ford and direct staff to execute a purchase agreement. Staff further recommends that the Board amend the FY06-07 Budget to transfer \$2,669.20 from reserves, declare the 1999 Dodge 2500 surplus and authorize staff to sell it pursuant to the requirements of the government code.


ATTACHMENT

Bid request Memorandum
Bid responses

Faxed Bid Request July 13, 2006, to the following car dealerships:

<u>Dealership</u>	<u>FAX#</u>
Mullahey Ford	473-0877
Santa Maria Ford	925-7165
Perry Ford	544-7574
Atascadero Ford	470-4473
Paso Robles Ford	239-2683
Lompoc Valley Ford	735-6039
Mel Clayton Ford	682-8530
Jim Vreeland	688-8528

Window Sticker - 2006F-SERIES SD

 Print window sticker



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-SERIES 2006 F250 4X4 S/C - 158" WB
SD 8.0L V-8 DIESEL
 TORQSHIFT(TM) 5-SPD AUTO TRANS

Exterior
 OXFORD WHITE CLEARCOAT
Interior
 MEDIUM FLINT VINYL BENCH SEAT

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . LT245/75R17E BSW A/S TIRES
- . ARGENT STEEL WHEELS
- . BOX RAIL/TAILGATE MOLDINGS
- . BUMPER, ARGENT
- . FIXED INTERVAL WIPERS
- . FLIP OUT REAR QTR GLASS
- . FRONT TOW HOOKS
- . GRILLE, ARGENT
- . LOCKING REMOVABLE TAILGATE
- . MAN FOLD SIDEVIEW MIRRORS
- . PICKUP BOX, TIE DOWN HOOKS
- . SEALED HALOGEN HEADLAMPS
- . SPARE TIRE & WHEEL LOCK

INTERIOR

- . AM/FM STEREO W/CLOCK
- . BLACK VINYL FLOOR COVERING
- . CLOTH SUN VISORS W/RT MIRR
- . DAY-NIGHT REAR VIEW MIRROR

- . DOME LAMP
- . DUAL CUPHOLDERS
- . HD VINYL FULL BENCH
- . REAR FOLD-UP BENCH SEAT

FUNCTIONAL

- . 38 GALLON FUEL TANK
- . AUXILIARY POWER POINT
- . CARGO BOX LIGHT
- . MONO BEAM COIL SPRING
- . SUSPENSION W/ STABIL BAR
- . POWER STEERING
- . TRAILER TOWING PACKAGE

SAFETY/SECURITY

- . 4-WHEEL ANTILOCK BRAKE SYS
- . ADJUSTABLE SAFETY BELTS
- . DRIVER/PASSENGER AIR BAGS

WARRANTY

- . 24 HR ROADSIDE ASSISTANCE
- . 36 / 36 BUMPER TO BUMPER

Price Information MSRP
 STANDARD VEHICLE PRICE \$27,810

Optional Equipment

- 2006 MODEL YEAR
- OXFORD WHITE CLEARCOAT
- MEDIUM FLINT VINYL
- PREFERRED EQUIPMENT
- PKG.600A
- .XL TRIM
- .TRAILER TOWING PACKAGE
- .PASSENGER AIRBAG
- .AM/FM STEREO W/ CLOCK
- .REAR BENCH SEAT
- 8.0L V-8 DIESEL 5,300
- TORQSHIFT(TM) 5-SPD AUTO 1,490
- TRANS
- .LT245/75R17E BSW ALL SEASON
- 3.73 RATIO LIMITED SLIP AXLE 300
- XL DECOR PACKAGE 175
- .JEWEL EFFECT AERO
- HEADLAMPS
- .CHROME REAR STEP BUMPER
- JOB #2 BUILD IDENTIFIER
- FRONT LICENSE PLATE BRACKET
- 10000# GVWR PACKAGE
- SKID PLATES 100
- 50 STATE EMISSIONS
- SPARE TIRE AND WHEEL
- AIR CONDITIONING - CFC FREE 850
- JACK
- TRAILER HITCH RECEIVER 12.5K 175
- TOW COMMAND SYSTEM 350
- .TRAILER BRAKE CONTROLLER
- .TELESCOPING TT MIRRORS-
- MANUAL
- NOT FOR AMBULANCE USE.
- USING
- THIS VEHICLE TO PRODUCE AN
- AMBULANCE VOIDS FORD
- WARRANTY.

TOTAL VEHICLE & OPTIONS 36,555
 DESTINATION & DELIVERY 875

TOTAL MSRP \$37,430

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by over 5,100 Ford and Lincoln-Mercury retailers. Ask your retailer for prices and additional details or see our website at www.Ford-ESP.com



Mullahey Ford

TO: Nipomo Community Services District

ATTN: Dan

RE: Bid on New 2006 Ford F250 Extended Cab 4x4
6.0 Diesel, Trailer Tow PKG, Auto TRANS, Limited Slip AXLE,
REAR STEP Bumper, Air Cond, Spare Tire & Wheel, Tow Command system
Trailer Tow Mirrors.

Piggyback Government State of California Reference
Number 165636

\$25,790. ⁶³	
1,869. ⁸²	TAX
8. ⁷⁵	Tire fee
<hr/>	
\$27,669. ²⁰	

E-Plate Lic

Bo BocoX
Fleet/Commercial MGR
Mullahey Ford



PERRY

SAN LUIS OBISPO



Jeep

Quote

To NIPOMO COMMUNITY SERVICES DISTRICT

Date 7/18/06
Attn: DAN MIGLIAZZO
Phone: _____

Gentlemen: We are pleased to submit a quote on the following equipment:

2006 FORD F250 4X4 SUPER CAB 158" WB
G.O DIESEL-AUTO - SEE EQUIPMENT LIST.

YOUR FLEET PRICE	27,530
TAX	1,999.19
LIC	0
DOC	45-
TIRE	0
TOTAL	29,574.19

SUBJECT TO DEALER STOCK

Vehicles out of stock-subject to prior sale. Prices subject to change by manufacturer prior to ordering. Thank you for the opportunity to submit this quote and we hope we may be of service to you in the future.

Harvey Green
Harvey Green, Commercial & Leasing Mgr.

7-18-06
Date

LOMPOC VALLEY FORD

Discover the Difference

July 18, 2006

Nipomo Community Services District
148 South Willow Street
P. O. Box 326
Nipomo, CA 93444-0326

Attn Fleet Manager, Dan Migliazzo

This is a Bid on a 2006 F-250 4x4 S/C --158" WB
6.0 L V-8 Diesel Torque 5-Speed auto Trans

Purchase Price	\$ 34,754.00
Sales Tax	2,522.93
Doc Fee	45.00
Cal Tire Fee	8.75
Estimated DMV Fees	<u>492.00</u>
Total Cost	\$ 37,822.68
Less Rebate	<u>3,000.00</u>
Final Cost	34,822.68

If you require any additional information, please call me at the telephone number listed below.

Sincerely,
LOMPOC VALLEY FORD



John Lutz
Sales Consultant

JL/lv

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS *Ek*
DATE: AUGUST 18, 2006

**AGENDA ITEM
D-4
AUGUST 23, 2006**

EXTENSION OF EMPLOYMENT OF STUDENT INTERNS

ITEM

Authorize extension of agreements with summer help workers through school year.

BACKGROUND

In June, the Board authorized retention of two student interns through the end of August. Staff advertised and hired two interns – Dan Mann and James Lattimer. Both of Dan and James have performed well and are willing to continue working at \$10 per hour through out the school year. Utility Supervisor Dan Migliazzo has requested that each intern's agreement be extended through June 1, 2007 for up to 10 hours per week of work outside of school hours. The total cost of the extension is estimated at approximately \$8,000 (39 weeks x 10 hours per week x \$10/hour). Sufficient funds are available in the FY06-07 budget to cover this cost given the delay in filling the Maintenance Worker position.

RECOMMENDATION

Approve extension of employment of Interns as proposed.

ATTACHMENTS

No Attachment

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS
DATE: AUGUST 18, 2006



SELECT COMPARABLE AGENCIES FOR EMPLOYEE SALARY AND BENEFIT SURVEY
AND ADD DISTRICT LEGAL COUNSEL TO SCOPE OF WORK

ITEM

Select comparable agencies for employee Salary and Benefits Survey and add District Legal Counsel to Scope of Work

BACKGROUND

On July 26, 2006, the Board of Directors approved the hiring of Koff & Associates to perform a Salary and Benefits Survey. The contract was executed on August 7, 2006. The Kick Off Meeting with the Consultant, Staff and Personnel Committee is set for Tuesday, August 22. At this meeting, based on the Scope of Work, it is anticipated that the following will be discussed:

- Reaffirm primary objectives
- Determine deadline dates
- Discuss comparator agencies
- Discuss recommended benchmark classifications
- Determine benefit data to be included in study
- Any other concerns or comments

Mr. Georg S. Krammer of Koff & Associates will make a presentation to the Board of Directors on Wednesday, August 23, 2006, and present his recommendations. Upon consensus of the Board of Directors of the comparable agencies, Mr. Krammer will begin his data collection, analysis and review.


Since the approval of the contract, the Board of Directors has expressed their desire to modify the Scope of Work to include the District Legal Counsel position in the survey. The Consultant has agreed to include in the Scope of Work the survey of retainer fees and hourly rates of comparable agencies' Legal Counsels at no additional cost.

RECOMMENDATION

Review and approve the Consultant's recommendation of comparable agencies, benchmark classifications and benefits to be surveyed and approve the addition of District Legal Counsel to the Scope of Work.

ATTACHMENTS

Due to Kick Off meeting to be held at 3:00 p.m. on Tuesday, August 22, 2006, attachments will be handed out on Wednesday, August 23, 2006.

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS 
DATE: AUGUST 18, 2006

**AGENDA ITEM
E-3
AUGUST 23, 2006**

CSDA ANNUAL ELECTION OF DIRECTORS

ITEM

Authorize the President to submit a ballot on behalf of NCSD regarding California Special Districts Association (CSDA) election of Directors for Region 4.

BACKGROUND

CSDA annually conducts an election for one Director from each of their six Regions for a three year term (18 total Directors). In NCSD's Region (CSDA Region 4), this year the seat currently filled by Adrienne Matthews (Seat A) is up for election along with the unexpired two year portion of Seat B, currently vacant. Adrienne Matthews is the only candidate for Seat A. Two individuals – Sandy Young and Zeke Mulder – are competing for Seat B. Attached is a copy of the ballot and the statements from each of the three candidates. All three candidates appear to be qualified. In regards to the Seat B election, Sandy Young is an elected member of a CSD Board of Directors (Stallion Springs) and Zeke Mulder has a long history of involvement with CSDA.

RECOMMENDATION

Staff recommends that the Board authorize the President to submit a completed ballot on behalf of NCSD.

ATTACHMENTS

Ballot
Candidates Statements

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\CSDA ELECTION.DOC



CSDA BOARD OF DIRECTORS ELECTION 2006

ALL FIELDS MUST BE COMPLETED FOR BALLOT TO BE COUNTED.
(Please vote for seat A & write-in for seat B)

REGION FOUR

●
Seat A - term
ends 2009

Adrienne (Anne) Mathews*
*Kern County Water Agency
unopposed*

Write-in:

vacancy seat B - term ends 2007

* incumbent

Signature: _____ Date: _____

Member District: _____

Must be received by 5pm, September 21, 2006 CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814

Candidate Statement

August 9, 2006

I have served as a director for the Kern County Water Agency for 20 years, serving as President of the Board for two of these years. During my tenure, I have played an integral role in the formulation of Agency policy regarding issues affecting the State Water Project that include water supply, costs, facilities and planning. I have also provided guidance with State and federal Endangered Species Act issues, urban water supply and water quality issues, as well as issues related to groundwater banking.

I am a member of the Water Association of Kern County and the California Elected Women's Association for Education and Research. I serve on the Association of California Water Agencies Region 7 Board of Directors, on the Local Agency Formation Commission of Kern County as an alternate commissioner, and on the Southern California Water Committee Board of Trustees.

I am currently serving as the President of Kern County's Chapter of the California Special District Association. In February 2005, the Kern County Water Agency Board recommended me as a candidate for appointment to the California Special District Association Board of Directors. I have been serving in this capacity since March 2005, where I have expanded my involvement with special districts to include all types of special districts throughout California.

Thank you for your time and consideration of my request to continue to serve on the California Special District Association Board of Directors.

Sincerely,

Adrienne J. Mathews
Kern County Water Agency
Director, Division 5

RECEIVED
AUG 14 2006
NIPOMO COMMUNITY
SERVICES DISTRICT

Sandy Young

For
CSDA Board of Directors
Region 4

- Committed to serve the best interest of all members / all regions
- Committed to work in partnership with fellow Region 4 Directors
- Committed to attend all CSDA Board of Director Meetings

*Please . . . when you receive your
CSDA Ballot . . . write in
Sandy Young ~ ~ Region 4 ~ Seat B*

THANK YOU !!!

Sandy

Member ~ Stallion Springs CSD Board of Directors
Questions for Sandy ? Please call 661.822.8900

RECEIVED

AUG 14 2006

NIPOMO COMMUNITY
SERVICES DISTRICT

I AM
DANA "ZEKE" MULDER

A WRITE-IN CANDIDATE FROM REGION FOUR

To fill one of the vacancies on the
CALIFORNIA SPECIAL DISTRICTS AUTHORITY
Board of Directors

Currently, I am serving as Chairman of the Board at
Minter Field Airport District, Shafter, CA

I have served as a Director on SDWCA, SDRMA,
and the CSDA Alliance.

I have also been actively involved in
Local Civic Affairs.

I am confident I can continue to make significant
contributions to our organization.

Thank you for your WRITE-IN vote.

Sincerely,

Dana "ZEKE" Mulder

RECEIVED


AUG 14 2006

NIPOMO COMMUNITY
SERVICES DISTRICT

VOTE

Dana "Zeke" Mulder

VOTE

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS 
DATE: AUGUST 19, 2006

AGENDA ITEM
E-4
AUGUST 23, 2006

APPOINTMENT OF GENERAL MANAGER

ITEM

Request the Board of Directors to consider General Manager Appointment.

BACKGROUND

On April 12, 2006 the Board hired Ralph Andersen and Associates to assist the District in recruiting a new General Manager. The Board's personnel committee met with the consultant to discuss the hiring process. The consultant developed a recruitment brochure based on these discussions, and advertised for the position.

The consultant, Tom Bacchetti, received twenty-eight applications for the position. After reviewing qualifications of the applicants, Mr. Bacchetti, conducted preliminary discussions, and background checks on the candidates. Mr. Bacchetti met with the personnel committee as well as the Interim General Manager. After reviewing the proposed candidates, and their qualifications, the committee and the Interim General Manager selected candidates for a final review by the Board.

On August 15, 2006 the Board, Mr. Bacchetti, and the Interim General Manager, met with the final four candidates in an individual interview process. After the interviews the Board discussed the candidates, and provided direction to Mr. Bacchetti, their negotiator, to negotiate a contract with the candidate they felt they wished to employ.

Mr. Bacchetti has completed his negotiations, and Mr. Jon Seitz, District Counsel, has prepared a contract pursuant to the Board's direction.

RECOMMENDATION

Approve appointment of General Manager, effective September 5, 2006, pursuant to the Board's direction, and conditions of the contract.

ATTACHMENTS

General Manager Proposed Contract

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

THIS CONTRACT, is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and _____ (herein referred to as "General Manager" or "_____"), 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. District desires to enter into an employment relationship with _____ as District General Manager;

C. _____ desires to enter into an employment relationship as General Manager of the District.

D. It is the purpose of this Contract to define the employment relationship of _____ and the District during the terms of this Contract. All references to General Manager in this Contract refer to _____.

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

SECTION 1. DUTIES.

District hereby agrees to employ _____ as District General Manager. General Manager agrees to perform the functions and duties specified in the District's job description for the position of District General Manager, which is attached hereto as Exhibit "A" and incorporated by reference herein, and to perform other legally permissible and proper duties and functions as the District Board of Directors shall from time to time assign without additional compensation including responsibility for the NCSD/Santa Maria Intertie Project. Both parties acknowledge that specific duties of the position may vary from time to time.

SECTION 2. TERM.

This Contract shall take effect on September 5, 2006 ("Effective Date"), and shall remain in effect until terminated as provided in the following provisions:

A. Subject to the provisions set forth in Section 3, below, this Contract shall automatically terminate thirty-six (36) months from the Effective Date.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of District to terminate the services of General Manager at any time, subject only to the provisions set forth in Section 3, Paragraphs A and B, of this Contract.

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of General Manager to resign at any time from his position with District, subject only to the provisions set forth in Section 3, Paragraph C, of this Contract.

D. Within six (6) months of termination, as provided in Subsection A, above, either party may initiate discussions/negotiations regarding the possibility of extending the employment relationship of _____ as District General Manager.

SECTION 3. TERMINATION AND SEVERANCE PAY.

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in his employment as General Manager.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated without cause. In the event the General Manager is terminated, without cause, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to six (6) months base salary. In addition to Severance Pay, District shall pay General Manager for his accrued but unused vacation time, but not sick leave. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this Section.

C. In the event General Manager is terminated for good cause, the General Manager shall be entitled only to all salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave, plus benefits that are lawfully required to be continued. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

(1) Any material breach by the General Manager of any term or provision of this Contract;

- (2) General Manager's failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
- (3) General Manager's misfeasance;
- (4) General Manager's malfeasance;
- (5) Conduct unbecoming the position of District General Manager or likely to bring discredit or embarrassment to 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 the General Manager from his/her employment during usual working hours; or
- (12) Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

D. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District forty-five (45) calendar days written notice in advance, unless the parties otherwise agree. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued vacation.

SECTION 4. SALARY.

A. District agrees to pay General Manager for his services rendered pursuant hereto an annual salary of one hundred thousand dollars (\$ 100,000) payable in equal installments at the same time as other employees of District are paid. The District Board of Directors agrees to increase the compensation based on the recommendations of the Koff Study, not to exceed one hundred ten thousand dollars (\$110,000) with compensation to be adjusted commencing on the first day of the month following receipt of the final Koff Study.

B. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract.

SECTION 5. PERFORMANCE REVIEW.

A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews as follows:

1. On or before March 5, 2007; and
2. On or before September 5, 2007.

B. From and after the first twelve (12) months of employment, General Manager shall receive an annual performance review no later than the end of September of each year. The annual performance review shall be in accordance with specific criteria developed by the Board of Directors after consultation with General Manager. Such criteria may be added to or deleted as the Board of Directors may from time to time determine after consultation with General Manager.

C. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 6. OUTSIDE PROFESSIONAL ACTIVITIES.

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create a conflict of interest with the duties of General Manager and the interests of District.

SECTION 7. PROFESSIONAL DEVELOPMENT.

A. As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, District shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for General Manager's continued professional development, participation, growth and advancement. Those items, activities and materials shall include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;

2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;

3. Other items, activities and materials, as shall be agreed upon from time to time between General Manager and District.

B. Expenditures for items in this Section shall be within the District's budgeted amounts for the appropriate category unless otherwise specifically approved by District. General Manager shall keep District informed on at least a bi-monthly basis of all expenditures incurred in connection with professional development. All books, subscriptions and other items obtained pursuant to this paragraph shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board approval for travel and subsistence expenses to courses, conferences, and seminars conducted outside the States of California or Nevada.

SECTION 8. BENEFITS.

A. Subject to Resolution 2005-959 (attached hereto as Exhibit "B" and incorporated herein by this reference) District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other District employees.

B. District agrees to pay employer and General Manager's portion of PERS contributions.

C. General Manager may elect to participate in District's 457 Deferred Compensation Plan.

SECTION 9. LEAVES.

Except as provided below, the General Manager shall be entitled to leave benefits identified in the following District Personnel Policies: Sections 4000 (Vacation), 4020 (Sick Leave) and 4050 (Bereavement Leave).

A. Vacation: Commencing on the Effective Date of employment, General Manager shall accrue, and have credited to his personal account, fifteen (15) working days of vacation per annum.

The General Manager shall not *carry over* more than eighty (80) hours of vacation leave per calendar year. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

B. Sick Leave: Commencing on the Effective Date of employment, General manager shall accrue, and have credited to his personal account, sick leave at the rate of twelve (12) working days per annum with a cumulative maximum accrual of one hundred eighty (180) working days of sick leave.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. General Manager shall be entitled to five (5) working days annually of administrative leave. Administrative leave cannot be accumulated and shall not be scheduled when it would leave the District without appropriate management.

SECTION 10. AUTOMOBILE.

General Manager shall provide his/her own automobile. District shall provide General Manager three hundred dollars (\$300) as a monthly automobile allowance. General Manager shall not be entitled to reimbursement for travel mileage.

SECTION 11. OTHER CONDITIONS OF EMPLOYMENT.

The District may set some other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 12. JURY DUTY.

The District General Manager will receive full pay and benefits while serving on a trial jury. Any compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 13. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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

2. _____

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 14. GENERAL PROVISIONS.

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

B. District shall provide the defense of General Manager in any action or proceeding alleging an act or omission within the scope of employment of the General Manager in conformance with State law (Government Code Section 995 et seq.). District is not required to indemnify District General Manager for any illegal acts committed by District General Manager.

C. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract 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 Contract. Any amendments to this Contract must be in writing and executed by both parties.

D. In the event of General Manager's death, General Manager'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. General

Manager 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 Contract 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 Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

G. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract 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 Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

H. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

I. _____ may not assign this Contract in whole or in part.

J. The above Recitals are true and correct and incorporated herein by reference.

K. This Contract 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective the date the District executes the Contract.

GENERAL MANAGER:

DISTRICT:

LARRY VIERHEILIG, President

DATE: _____, 2006

Witness:

Approved as to form:

DONNA K. JOHNSON,
Secretary to the Board

JON S. SEITZ,
District Legal Counsel

EXHIBIT A

7000 - GENERAL MANAGER

1. DEFINITION

Under policy direction of the Board of Directors, plans, organizes, coordinates and supervises all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; performs related work as assigned. This position has full-time management status, and is FLSA exempt.

2. CLASS CHARACTERISTICS

The employee in this class is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions and activities within policy guidance and applicable state and federal laws and regulations.

3. EXAMPLES OF DUTIES (Illustrative Only)

- A. Plans, organizes, coordinates and administers, either directly or through subordinate supervisors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- B. Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- C. Prepares and administers the annual budget for the District; reviews all District expenditures; provides financial management for the District.
- D. Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- E. Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- F. Represents the Board and the District in contacts with governmental agencies, community groups and various business, professional and legislative organizations and District customers; acts as a District liaison with the media.
- G. Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs and accepts development plans and specifications for conformance with District standards on behalf of the District.

EXHIBIT A

- H. Provides for the selection of District staff; administers discipline as required; provides guidance and direction to staff regarding policies and procedures.
- I. Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- J. Maintains and directs the maintenance of working and official District files.
- K. Assures that the Board is kept informed of District program and financial status and of legal, social and economic issues affecting District activities.
- L. In concert with the District Counsel, monitors changes in the law and operational process changes that may affect District operations; implements operational and procedural modification as required.

4. EMPLOYMENT STANDARDS

Knowledge of:

- A. Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the supervision of employees.
- B. Principles, practices and procedures of public administration in a special district setting.
- C. Functions, authority, responsibilities and limitations of an elected Board of Directors.
- D. Principles and practices of potable water production, treatment and distribution.
- E. Principles and practices of wastewater treatment and disposal.
- F. Applicable legal guidelines and standards effecting District operations.
- G. Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

Skill in:

- A. Planning, organizing, administering, coordinating, reviewing and evaluating a variety of District programs and activities.
- B. Working cooperatively with and accomplishing implementation of the policies of an elected Board of Directors.
- C. Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- D. Developing and administering an annual budget.
- E. Interpreting, applying and explaining complex laws, codes and regulations.
- F. Preparing clear and concise reports, correspondence and other written materials.
- G. Reading and interpreting plans, specifications and engineering documents.

EXHIBIT A

- H. Using initiative and independent judgment within general policy guidelines.
- I. Making public presentations and conducting public hearings.
- J. Using tact, discretion and prudence in dealing with those contacted in the course of the work.

Physical Characteristics:

- A. Vision to read printed materials and a computer screen.
- B. Hearing and speech to interact in person and on the telephone.
- C. Mobility to work in a standard office environment, use standard office equipment, inspect District facilities in the field and to drive a motor vehicle.

Working Conditions:

- A. Attend meetings outside of normal working hours.

Licensing and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record.
- B. Must be bondable by District's fidelity bond insurer.

Education and Experience:

Equivalent to graduation from a four-year college or university with a bachelor's degree or higher in engineering or a related field and five (5) years' experience in an increasingly responsible public agency management position. Familiarity with water and/or wastewater processes are desirable.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2005-959**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ELECTING TO ESTABLISH A HEALTH BENEFIT VESTING REQUIREMENT FOR FUTURE
RETIREES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, Government Code 22893 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act may amend its resolution to provide a post retirement vesting requirement to employees who retire for service, and

WHEREAS, Nipomo Community Services District certifies employees are not represented by a bargaining unit and there is no applicable memorandum of understanding, and

WHEREAS, the credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Section 20069, except that not less than five years of that service shall be performed entirely with the Nipomo Community Services District; and

WHEREAS, the contribution for active employees cannot be less than what is defined in Section 22892(b);

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 the employer's contribution for each retired employee first hired on or after the effective date of this resolution shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of 100 percent of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus 90 percent of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments during the fiscal year to which the formula applied plus Administrative fees and Contingency Reserve Fund, and be it further
2. That the percentage of employer contribution payable for post retirement health benefits for each retired employee shall be based on the employee's completed years of credited service based upon Government Code Section 22893; plus administrative fees and Contingency Reserve Fund assessments.

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

AYES: Directors Winn, Trotter, Wirsing, Eby and Vierheilig
NOES: None
ABSENT: None
ABSTAIN: None

the foregoing Resolution is hereby adopted this 14th day of December 2005.


Lawrence Vierheilig, President
Nipomo Community Services District

ATTEST:


Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:

Jon S. Seitz
District Legal Counsel