

D. CONSENT AGENDA (CONTINUED)

- D-3) AWARD BID FOR CONSTRUCTION OF REPLACEMENT FENCE FOR TEFFT STREET LIFT STATION AND AUTHORIZE EXECUTION OF AGREEMENT [RECOMMEND APPROVAL]
- D-4) AUTHORIZE PURCHASE OF WATER AND SEWER GEMS MODELING SOFTWARE FOR WATER AND SEWER SYSTEM MASTER PLAN IMPLEMENTATION [RECOMMEND APPROVAL]
- D-5) AWARD 2007 LANDSCAPE MAINTENANCE CONTRACT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 – TEJAS [RECOMMEND APPROVAL]
- D-6) AUTHORIZE EXECUTION OF TASK ORDER WITH DEE JASPAR AND ASSOCIATES, INC. TO PERFORM A PEER REVIEW OF THE BLACKLAKE BOOSTER STATION REPLACEMENT TECHNICAL MEMORANDUM [RECOMMEND ADOPTION]

E. ADMINISTRATIVE ITEMS

- E-1) RECEIVE PRESENTATION FROM CARLOS REYNOSO REGARDING FY2005-06 AUDIT AND ACCEPT FY2005-06 AUDIT [RECOMMEND APPROVAL]
- E-2) RECEIVE WATERLINE INTERTIE PROJECT PRE-DESIGN TECHNICAL MEMORANDUM [ACTION TO BE REQUESTED AT SUBSEQUENT MEETING]

NOTE: ITEMS E-3, E-4, E-5 & E-6 WILL LIKELY BE HEARD AFTER 1PM

- E-3) DISCUSS PROCESS FOR ACTIVATING PARKS AUTHORITY; PREVIEW CONCEPT FOR DEVELOPMENT OF JIM MILLER PARK AT TEFFT AND CARRILLO, AND AUTHORIZE NEGOTIATION OF MOU WITH COUNTY OF SAN LUIS OBISPO REGARDING PARKS AUTHORITY AND JIM MILLER PARK [RECOMMEND APPROVAL]
- E-4) AUTHORIZE REQUEST FOR PROPOSAL FOR CONSULTANT TO CONDUCT PARKS SURVEY AND REFER DEVELOPMENT OF SURVEY TO PARKS COMMITTEE [RECOMMEND APPROVAL]
- E-5) CREATE AD HOC COMMITTEE TO DISCUSS BLACKLAKE WATER SYSTEM ISSUES WITH BLACKLAKE COMMUNITY [RECOMMEND APPROVAL]
- E-6) CONSIDER PACE BROS. REQUEST TO WAIVE WATERLINE LOOPING REQUIREMENT FOR TRACT 2658 – GROVE STREET WEST OF SOUTH OAKGLEN STREET [RECOMMEND APPROVAL]

F. MANAGER'S REPORT

G. COMMITTEE REPORTS

H. DIRECTOR'S COMMENTS

Nipomo Community Services District
REGULAR MEETING
AGENDA

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION
GC§54956.9 SMVWCD VS NCSO SANTA CLARA COUNTY CASE
NO. CV 770214 AND ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION
GC§54956.9 MARIA VISTA VS. NCSO CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION
GC 54956.9 NCSO VS. COUNTY OF SAN LUIS OBISPO (SUMMIT
STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT
REPORT
4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9; SAN LUIS
OBISPO COASTKEEPER VS. NCSO (CASE NO. CV060349)

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 NOVEMBER 22, 2006.**

TENTATIVELY SCHEDULED ITEMS INCLUDE:

- Waterline Intertie Project Definition
- Recirculation of Waterline Intertie Project Revised Draft EIR

➤ **THE NEXT SPECIAL BOARD MEETING IS NOVEMBER 15, 2006.**

TENTATIVELY SCHEDULED ITEMS INCLUDE:

- Water Allocation Policy Amendments
- Addition of Water Allocation Component to Annexation Policy
- Presentation of Salary Survey

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: NOVEMBER 3, 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.**

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve minutes of October 25, 2006 Regular Meeting
- D-3) AWARD BID FOR CONSTRUCTION OF REPLACEMENT FENCE FOR TEFFT STREET LIFT STATION AND AUTHORIZE EXECUTION OF AGREEMENT [RECOMMEND APPROVAL]
- D-4) AUTHORIZE PURCHASE OF WATER AND SEWER GEMS MODELING SOFTWARE FOR WATER AND SEWER SYSTEM MASTER PLAN IMPLEMENTATION [RECOMMEND APPROVAL]
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T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\CONSENT 11-08-06.DOC

NIPOMO COMMUNITY SERVICES DISTRICT WARRANTS NOVEMBER 3, 2006

AGENDA ITEM D-1 NOVEMBER 8, 2006

HAND WRITTEN CHECKS

18922	10-25-06	STANDARD INS. CO.	1,164.24
18923	11-08-06	R SPENCER	50.00
18924	11-08-06	BOYLE ENGINEERING	58,365.20

**TOTAL COMPUTER
CHECKS
\$ 137,667.94**

VOIDED CHECKS

#12722

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
12744	11/03/06	EMP01	EMPLOYMENT DEVELOP DEPT	565.16	.00	565.16	A61030	STATE INCOME TAX
12745	11/03/06	MID01	MIDSTATE BANK-PR TAX DEP	2341.37	.00	2341.37	A61030	FEDERAL INCOME TAX
				102.92	.00	102.92	1A61030	FICA
				608.42	.00	608.42	2A61030	MEDICARE (FICA)
			Check Total.....:	3052.71	.00	3052.71		
12746	11/03/06	MID02	MIDSTATE BANK - DIRECT DP	17516.70	.00	17516.70	A61030	NET PAY
12747	11/03/06	PER01	PERS RETIREMENT	5752.47	.00	5752.47	A61030	PERS PAYROLL REMITTANCE
12748	11/03/06	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A61030	WAGE ASSIGNMENT
12749	11/03/06	STA01	STATE STREET GLOBAL	1005.00	.00	1005.00	A61030	457 DEFERRED COMP
012750	11/08/06	ADV01	ADVANTAGE ANSWERING PLUS	92.95	.00	92.95	80496	PAGING SERVICE
012751	11/08/06	ALX01	ALEXANDER'S CONTRACT SERV	2827.40	.00	2827.40	3083	METER READING FOR NOVEMBE
012752	11/08/06	AME02	AMERICAN INDUSTRIAL SUPPL	127.47	.00	127.47	165341	SUPPLIES FOR AERATION EQU
				185.45	.00	185.45	165421	SUPPLIES
			Check Total.....:	312.92	.00	312.92		
012753	11/08/06	AME03	AMERI PRIDE	54.74	.00	54.74	F735766	UNIFORMS ETC
				47.85	.00	47.85	F741471	UNIFORMS ETC
				40.25	.00	40.25	F741489	UNIFORMS ETC
				56.85	.00	56.85	F799845	UNIFORMS ETC
				77.20	.00	77.20	F805708	UNIFORMS ETC
				63.45	.00	63.45	F811528	UNIFORMS ETC
				59.95	.00	59.95	F817384	UNIFORMS ETC
			Check Total.....:	400.29	.00	400.29		
012754	11/08/06	BOY01	BOYLE ENGINEERING CORP	996.30	.00	996.30	062606	HETRICK WATERLINE UPGRADE
012755	11/08/06	BRE02	BRENNTAG PACIFIC INC.	777.10	.00	777.10	BPI607394	SODIUM HYPOCHLORITE
012756	11/08/06	COR01	CORBIN WILLITS SYSTEMS	710.80	.00	710.80	A610151	COMPUTER SUPPORT
012757	11/08/06	CRE01	CREEK ENVIRONMENTAL LABS	176.00	.00	176.00	N6111	WATER LAB
				24.00	.00	24.00	N6112	BL WWTP LAB
				200.00	.00	200.00	N6140	TOWN WWTP LAB
				144.00	.00	144.00	N6141	BL WWTP LAB
				24.00	.00	24.00	N6190	BL WWTP LAB
				24.00	.00	24.00	N6217	BL WWTP LAB
				180.00	.00	180.00	N6242	LAB TESTS
				24.00	.00	24.00	N6265	N6265
				176.00	.00	176.00	N6266	WATER LAB TESTS
				24.00	.00	24.00	N6298	BL WWTP LAB
				160.00	.00	160.00	N6299	TOWN WWTP LAB
				24.00	.00	24.00	N6335	BL WWTP LAB
				24.00	.00	24.00	N6358	BL WWTP LAB
				176.00	.00	176.00	N6409	WATER SAMPLES LAB
				24.00	.00	24.00	N6410	BL WWTP LAB
				24.00	.00	24.00	N6448	BL WWTP LAB
				24.00	.00	24.00	N6478	BL WWTP LAB
			Check Total.....:	1452.00	.00	1452.00		
012758	11/08/06	CSD01	CALIF SPECIAL DIST ASSOC	59.00	.00	59.00	194	CLASS
012759	11/08/06	CUE01	CUESTA EQUIPMENT	60.56	.00	60.56	160876	SUPPLIES
012760	11/08/06	DEP02	DEPT OF CONSUMER AFFAIRS	200.00	.00	200.00	49895	LICENSE RENEWAL-BOGNUDA
012761	11/08/06	DEW01	J B DEWAR INC	596.93	.00	596.93	361086	SUPPLIES

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS NOVEMBER 3, 2006**

**AGENDA ITEM
D-1
NOVEMBER 8, 2006
PAGE TWO**

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
012762	11/08/06	DUN01	DUNBAR, MADONNA	247.65	.00	247.65	110106A	REIMBURSEMENT FOR SUPPLIE
				50.29	.00	50.29	110106B	TRAVEL EXPENSES
				Check Total.....:		297.94	.00	297.94
012763	11/08/06	EBY01	EBY, ED	100.00	.00	100.00	110806	REG BD MEETING 110806
012764	11/08/06	EME01	EMEDCO SIGN & SOLUTIONS	545.99	.00	545.99	599738001	LOCK SEALS
012765	11/08/06	ENV01	ENVIRONMENTAL EQUIP ENG	12615.48	.00	12615.48	3571	2 5 HP FLOATING MIXERS
012766	11/08/06	FAR01	FARM SUPPLY COMPANY	30.23	.00	30.23	16215	SUPPLIES FOR DEMO GARDEN
				104.09	.00	104.09	140306	SUPPLIES
				33.76	.00	33.76	141720	SUPPLIES
				72.87	.00	72.87	153772	SUPPLIES FOR DEMO GARDEN
				34.90	.00	34.90	156876	SUPPLIES FOR DEMO GARDEN
				31.60	.00	31.60	158057	SUPPLIES
				172.52	.00	172.52	159978	SUPPLIES
Check Total.....:		479.97	.00	479.97				
012767	11/08/06	FEN01	FENCE FACTORY SANTA MARIA	3067.00	.00	3067.00	511325	BLACKLAKE INTERCONNECT FE
012768	11/08/06	FGL01	FGL ENVIRONMENTAL	404.00	.00	404.00	609490A	SM PIPELINE LAB
				4643.00	.00	4643.00	609674A	SM PIPELINE LAB
				212.00	.00	212.00	610394A	TOWN WWTP LAB
				418.00	.00	418.00	610690A	TOWN WWTP LAB
				112.00	.00	112.00	610692A	BL WWTP LAB
				262.00	.00	262.00	610693A	TOWN WWTP LAB
Check Total.....:		6051.00	.00	6051.00				
012769	11/08/06	FIS01	FISHER PUMP SERVICE	19899.65	.00	19899.65	191	OLYMPIC WELL PUMP
				229.12	.00	229.12	232	SUPPLIES FOR VIA CONCHA W
Check Total.....:		20128.77	.00	20128.77				
012770	11/08/06	GIL01	GLM, INC.	300.00	.00	300.00	103106A	LANDSCAPING MAINT - OFFIC
				100.00	.00	100.00	103106B	LANDSCAPING MAINT - BL
Check Total.....:		400.00	.00	400.00				
012771	11/08/06	GRA01	GRANDFLOW, INC.	142.38	.00	142.38	88446	ENVELOPES
012772	11/08/06	GRO01	GROENIGER & CO	339.77	.00	339.77	618810SM	WATER METER BOX LIDS
				339.77	.00	339.77	619695SM	WATER METER BOX LIDS
				186.34	.00	186.34	622915SM	SUPPLIES
				1100.00	.00	1100.00	601946SM2	BL INTERTIE
Check Total.....:		1965.88	.00	1965.88				
012773	11/08/06	HAC01	HACH COMPANY	600.00	.00	600.00	112806	TRAINING SEMINAR MOTLEY,
012774	11/08/06	IMP02	IMPAC GOVERNMENT SERVICES	157.17	.00	157.17	102006A	TRAVEL
				128.99	.00	128.99	102006B	SUPPLIES
				138.88	.00	138.88	102006C	COMPUTER SUPPLIES
				53.85	.00	53.85	102006D	OPERATING SUPPLIES
Check Total.....:		478.89	.00	478.89				
012775	11/08/06	IND02	INDEPENDENT ELEC SUPPLY	314.22	.00	314.22	1731301	SUPPLIES
012776	11/08/06	JPE01	J PERRY AUTO SUPPLY	25.05	.00	25.05	98481	SUPPLIES
012777	11/08/06	KOR01	KORNREICH ARCHITECTS	1681.50	.00	1681.50	101706	SHOP DESIGN
012778	11/08/06	LAN01	THE LAND CONSERVANCY	150.00	.00	150.00	101806	CREEK DAY POSTER PRINTING
012779	11/08/06	MOR02	MORE OFFICE SOLUTIONS	557.67	.00	557.67	326704	COPIER MAINTENANCE
012780	11/08/06	NEX01	NEXTEL COMMUNICATIONS	303.62	.00	303.62	87314-059	CELL PHONES
012781	11/08/06	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	58830	PEST CONTROL

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS NOVEMBER 3, 2006**

**AGENDA ITEM
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
012781	11/08/06	NUT01	NU TECH PEST MGMT	49.00	.00	49.00	58831	PEST CONTROL
			Check Total.....	314.00	.00	314.00		
012782	11/08/06	PER05	PERFORMANCE METER, INC	1547.21	.00	1547.21	11586	3" HYDRANT
012783	11/08/06	POO01	POOR RICHARD'S PRESS	710.53	.00	710.53	116355	NEWSLETTER PRINTING
012784	11/08/06	PRE01	PRECISION JANITORIAL	275.00	.00	275.00	155	OCTOBER JANITORIAL SERVIC
012785	11/08/06	PUL01	PULITZER CENTRAL COAST NP	585.40	.00	585.40	3104363	ADVERTISEMENT FOR JOBS
012786	11/08/06	QUI03	QUINN RENTAL SERVICES	188.08	.00	188.08	2075907	SUPPLIES
				69.61	.00	69.61	2076252	SUPPLIES
				31.96	.00	31.96	2076284	SUPPLIES
				275.02	.00	275.02	2076536	SUPPLIES
				32.15	.00	32.15	2076588	SUPPLIES
			Check Total.....	596.82	.00	596.82		
012787	11/08/06	RAY02	RAY'S AUTO PARTS	99.44	.00	99.44	135356+	SUPPLIES
012788	11/08/06	REE02	THE REED GROUP INC	953.75	.00	953.75	871	WATER USE ANALYSIS TOWN D
012789	11/08/06	RIC01	RICHARDS, WATSON, GERSHON	6683.41	.00	6683.41	148761	WATER RIGHTS ADJUDICATION
				10885.38	.00	10885.38	148762	LEGAL SERVICES - COASTKEE
			Check Total.....	17568.79	.00	17568.79		
012790	11/08/06	SAI01	SAIC	3836.25	.00	3836.25	910002	TASK ORDER 100 GENERAL CO
				5176.25	.00	5176.25	922803	TASK ORDER 200 HYDROLOGI
			Check Total.....	9012.50	.00	9012.50		
012791	11/08/06	SAN01	SANTA MARIA TIRE INC	386.43	.00	386.43	439204	TRUCK MAINT F150
012792	11/08/06	SAN11	SAN LUIS PAPER CO.	141.62	.00	141.62	499721	SUPPLIES
012793	11/08/06	SLO06	SAN LUIS OBISPO TAX COLL	805.02	.00	805.02	091232016	PROPERTY TAX CAMINO CABA
				7.00	.00	7.00	092231016	PROPERTY TAX SM RVR LEVE
			Check Total.....	812.02	.00	812.02		
012794	11/08/06	SOU01	SOUTH COUNTY SANITARY	34.24	.00	34.24	1608046	TRASH COLLECTION
				165.80	.00	165.80	1613492	TRASH COLLECTION - OLDE T
				360.00	.00	360.00	1613550	TRASH COLLECTION - OCT FE
			Check Total.....	560.04	.00	560.04		
012795	11/08/06	SPE01	SPECIAL DISTRICT RISK	868.95	.00	868.95	19188	INSURANCE FOR VEHICLES
012796	11/08/06	STA03	STATEWIDE SAFETY & SIGNS	106.91	.00	106.91	51126	MARKING PAINT
012797	11/08/06	STA06	STATE WATER RESOURCES	1962.00	.00	1962.00	612807	SWRCB FEES BL WWTP
				1962.00	.00	1962.00	612858	SWRCB FEES TOWN WWTP
			Check Total.....	3924.00	.00	3924.00		
012798	11/08/06	STA08	STAPLES	317.56	.00	317.56	671137802	SUPPLIES
012799	11/08/06	TAR01	TARVIN & ASSOCIATES	8250.00	.00	8250.00	2	WATERLINE INTERTIE RIGHT-
012800	11/08/06	TGP01	TGP WEST, INC.	626.49	.00	626.49	3481	WELL MAINT
012801	11/08/06	THE01	THE GAS COMPANY	34.19	.00	34.19	101806	OFFICE HEAT
				166.10	.00	166.10	102306	GAS ENGINE
			Check Total.....	200.29	.00	200.29		
012802	11/08/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	110806	REG BD MEETING 110806
012803	11/08/06	USA01	USA BLUEBOOK	892.76	.00	892.76	255513	SUPPLIES
012804	11/08/06	VAL01	VALLEY SEPTIC SERVICE	866.66	.00	866.66	3512	PUMP LIFT STNS ETC
012805	11/08/06	VER01	VERIZON	29.02	.00	29.02	101906	BL PHONE 3432397
				28.97	.00	28.97	101906A	BL PHONE 3436061
			Check Total.....	57.99	.00	57.99		
012806	11/08/06	VIE01	VIERHELLIG, LARRY	100.00	.00	100.00	110806	REG BD MEETING 110806
012807	11/08/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	110806	REG BD MEETING 110806
012808	11/08/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	110806	REG BD MEETING
012809	11/08/06	XER01	XEROX CORPORATION	85.18	.00	85.18	21060101	COPIER MAINT
012810	11/08/06	\E004	DOUG ENLOE WELL DRILLING,	695.60	.00	695.60	000A61101	MQ CUSTOMER REFUND
012811	11/08/06	\H008	HAANPAA, OLAVI	378.35	.00	378.35	000A61101	MQ CUSTOMER REFUND

NIPOMO COMMUNITY SERVICES DISTRICT

D2

Celebrating 41 - Years of Service 1965 - 2006

MINUTES

OCTOBER 25, 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**

PRINCIPAL STAFF

BRUCE BUEL, **GENERAL MANAGER**
LISA BOGNUDA, **ASSIST. ADMINISTRATOR**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
DAN MIGLIAZZO, **UTILITY SUPERVISOR**

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.

00:00:00

A. CALL TO ORDER AND FLAG SALUTE

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

00:00:48

B. ROLL CALL

At Roll Call, all Board members were present.

00:01:00

C. PUBLIC COMMENT PERIOD

PUBLIC COMMENT

President Vierheilig asked if anyone wished to address a matter that is not on the Board's agenda.

00:01:19

The following members of the public spoke:

Jesse Hill, NCS D resident – stated that he is glad to see that NCS D, on the SAIC {Science Applications International Corporation} Technical Memo, is looking at modeling in terms of how to manage the basin. He presented some ideas he felt were important to well monitoring. Modeling should use static well levels.

John Snyder, Nipomo resident – stated that he disagreed with the portion of the October 9, 2006, SAIC Technical Memo that reported in April 2000, the volume of groundwater in storage above sea level underneath the Nipomo Mesa Management Area was 124,000 acre feet. He gave the Board a packet of information (filed in the Board Packet for 10-25-06 in the office).

00:10:04

C-1) LARRY KRAEMER OF CANNON RE: WATER AND SEWER MASTER PLAN

Larry Kraemer presented information to the Board concerning the development of the Water and Sewer Master. He gave the Board a project schedule outlining the phases of the project. The Board discussed the project with Mr. Kraemer and thanked him for his presentation. There was no public comment.

00:19:01

C-2) NCS D UTILITY SUPERVISOR DAN MIGLIAZZO

Dan Migliazzo presented information concerning operations of the Utility Department.

- Blacklake interconnect was complete October 13, no pressure problems, operating very well.
- Blacklake WWTP has a new surface-aeration system.
- Sample stations are being replaced with weather-resistant, maintenance-free, graffiti-proof covers.

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

C-2) NCS D UTILITY SUPERVISOR DAN MIGLIAZZO (continued)

- Olympic Well – back on line at 150 gpm running 24/7 after having replaced the pump and motor.
- Omiya Well – off line – water quality is poor. Next budget year, it will be proposed to destroy the well.
- Southland WWTP aerators and mixers are being installed
- Sundale Well is off line for maintenance. It is normally run from May 1st to Oct. 1st because of the cost of electricity. The larger electric wells are kept off line until the demand is lower. Eureka Well is the primary and Via Concha secondary.
- Flushing program in progress, verifying valve locations, etc.

Director Trotter asked what the bloom is on the BL Wastewater Treatment Plant. Mr. Migliazzo answered that it is duckweed, which is a common occurrence this time of year. It will die off when the weather gets cold. Director Trotter also asked if there is a program to test the well pumps periodically. Mr. Migliazzo stated that an efficiency test is performed once a year. Director Trotter stated that there is software available that helps test the efficiency perhaps once a month. He also commended Mr. Migliazzo for his excellent work with the Blacklake inter-connect project.

Mr. Migliazzo stated that he feels fortunate to have the diligent field crew who does very good work.

00:28:25

C-3) NCS D WATER CONSERVATION SPECIALIST MADONNA DUNBAR

Madonna Dunbar reviewed information provided in the Manager's Report (F) concerning water conservation activities.

- Saturday, Sept 30th was the Community Creek Clean-up Day. 2½ tons of trash was removed from the creek beds and community. There was excellent media coverage county-wide.
- Saturday, October Festival Oct. 14th – District had a water conservation booth.
- Saturday, October 21 was Storm Drain Marking Day in Olde Towne Nipomo – It was co-sponsored by the County Public Works. Plans are in the works to mark the storm drains west of the highway. Six high school students participated.
- Saturday, October 28 – Compost Workshop to be held in the District's board room. There are 27 registrants. There will be 2 more classes after this Saturday.
- NCS D partnering with the Air Pollution Control District to produce a rainwater-harvesting demonstration area. It is in the process of being installed. The project will probably be completed by the end of November. There will be a report to the Board on November 22nd.
- The office has been busy answering questions about customer high water use.
- Welcome packets soon will be mailed out to new customers.
- Working with Bob Reed of the Reed Group. Director Eby asked questions about the report in the Manager's Report portion of the packet.

Director Winn suggested that the Creek Day not be held on the same day as the County's. There was no public comment. The Board thanked Ms. Dunbar for her report.

00:39:00

C-4) NCS D ASSISTANT ADMINISTRATOR LISA BOGNUDA

Lisa Bognuda reviewed information concerning the Quarterly Financial and Investment Performance, as presented in D-4 of the Consent Agenda.

The Board asked questions and Ms. Bognuda answered.

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

C-4) NCSD ASSISTANT ADMINISTRATOR LISA BOGNUDA (continued)

The following member of the public spoke:

John Snyder, Nipomo resident – stated that the discussion of an item on the Consent Agenda not during the Consent Agenda period is a Brown Act violation
The Board thanked Ms. Bognuda for her report.

00:46:57

D. CONSENT AGENDA

Bruce Buel, General Manager, reviewed the items on the Consent Agenda.
The Board had several corrections in the Minutes (D-4).

D-1) WARRANTS

D-2) BOARD MEETING MINUTES

Approve minutes of October 11, 2006 Regular Meeting

D-3) AMEND HETRICK REPLACEMENT PROJECT AGREEMENT WITH BOYLE TO ADD ENGINEERING SERVICES DURING CONSTRUCTION

D-4) ACCEPT FIRST QUARTER FINANCIAL REPORT AND SUMMARY OF BUDGET AMENDMENTS

D-5) ACCEPT THIRD QUARTER INVESTMENT REPORT

Upon motion of Director Trotter and seconded by Director Eby, the Board unanimously approved the Consent Agenda, as amended. Vote 5-0

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

00:51:21

E. ADMINISTRATIVE ITEMS

E-1) RECEIVE STATUS REPORT REGARDING REQUEST FROM MARIA VISTA ESTATES TO ACCEPT WATER AND SEWER IMPROVEMENTS AND TO SET WATER METERS IN TRACTS 1802 AND 1856

Bruce Buel, General Manager, explained that staff is not ready to accept the improvements at the Maria Vista Estates project.

The following members of the public spoke:

Ed Jones, Project Manager for Trincon Construction Group – reviewed the progress within the project. He requested that the Board approve the setting of some of the meters within the project. He thanked the Board for their time.

Jon Seitz, District Legal Counsel, stated that the Engineer's Certificate, warranties, easements are all necessary before approving a project.

The Board agreed that the decision to accept the project should be left with the manager for him to bring the matter to the Board for final acceptance.

Bob Blair, NCSD resident – stated that he saw the houses and they are well-built. He stated that it is a nice project and he would hate to see the project go bankrupt.

01:15:40

E-2) AWARD BID AND AUTHORIZE EXECUTION OF CONSTRUCTION CONTRACT FOR HETRICK WATERLINE REPLACEMENT PROJECT

Bruce Buel, General Manager, explained the process necessary to award the bid for the Hetrick Waterline Project.

There was no public comment.

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-2) AWARD BID AND AUTHORIZE EXECUTION OF CONSTRUCTION CONTRACT FOR HETRICK WATERLINE REPLACEMENT PROJECT (continued)

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously agreed to the following:

- Award the bid to Papich Construction,
- Authorize execution of a contract with Papich Construction for \$118,384,
- Authorize staff to issue the Notice to Proceed as soon as the contract is fully executed, all bonds and insurance documents, and is completed to the satisfaction of the General Manager.
- Authorize the General Manager to issue individual Change Orders for up to \$5,000 with an aggregate Change Order total not to exceed \$15,000.

Vote 5-0

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

01:22:445

E-3) CONSIDER APPROVING PLANS FOR BLACKLAKE WATER PUMP STATION RE-BUILD AND AUTHORIZE PROCESSING OF BIDS FOR SUBSEQUENT BOARD CONSIDERATION

Bruce Buel, General Manager, reviewed the idea to re-build the Blacklake Water Booster Station. He recommended that the process be deferred until a meeting is held with the Blacklake Community discussing the situation. There was much Board discussion.

The following members of the public spoke:

Bill Nelson, NCS D resident – stated that he didn't know how the accounting would be done to charge the Blacklake community for water from the inter-tie. He stated that he thinks that when the Blacklake community understands the situation, they will accept it.

Jesse Hill, NCS D resident – stated that it makes sense to combine the two systems.

Director Winn stated that NCS D would be consolidating only the water systems. Several things need to be considered.

- Determination if the two systems can legally be merged.
- Staff needs to meet with the Blacklake community.

Director Wirsing asked if the Sundale Well would be in play in deciding about the merge. She also asked where the funds would come from to pay for the study.

Mr. Buel answered that the funds would come from Blacklake Water Fund.

Director Trotter stated that a committee needs to be formed.

More Board discussion ensued.

Director Trotter stated that the Blacklake community does not want benefits beyond that of the Town Division and, that they want to be treated equally in every respect. Many items need to be addressed.

Upon motion of Director Winn and seconded by Director Eby, the Board agreed to the following:

- To continue this item until the December 13th meeting,
- Instruct staff to continue discussions with the Blacklake community

Vote 5-0

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

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

- E-3) CONSIDER APPROVING PLANS FOR BLACKLAKE WATER PUMP STATION RE-BUILD AND AUTHORIZE PROCESSING OF BIDS FOR SUBSEQUENT BOARD CONSIDERATION (continued)

President Vierheilig asked that this item be put on the next agenda to form a committee to work with staff and the Blacklake community to discuss the situation.

Dan Migliazzo, Utility Supervisor, explained to the Board that the Pump #1 needs major repairs. The inter-connect saved Blacklake from a break down. Pump #3 has been useless for three years.

Director Wirsing asked if the fire flow was still adequate and also in case of an earthquake would there be power.

Mr. Migliazzo stated that with the inter-connect, it is adequate. The small inter-connect has been used for three years during the peak water usage periods. The new system can operated off a generator in case of emergency.

02:00:55

- E-4) RECEIVE STAFF PRESENTATION ON WATER ALLOCATION AND ANNEXATION POLICY ISSUES AND SCHEDULE SPECIAL MEETING TO CONSIDER REVISIONS TO WATER ALLOCATION POLICY AND TO ANNEXATION POLICY

Bruce Buel, General Manager, reviewed the information in the Board letter. He recommended that this item be discussed in a special workshop on November 15th.

Director Winn questioned how the statistical package treats zeroes.

Director Eby thanked Mr. Buel for the report of observed use rather than the way the Urban Water Management Plan reported the projected use.

The following members of the public spoke:

John Snyder, Nipomo resident – stated that Mr. Bob Beeby when testified at the trial, he stated that there is 84,000 acre feet of water in storage in the year of 2000 in the larger management area. He did not know how Mr. Beeby could make a projection that by the year 2030 there would be five years without rainfall. He suggested getting a hydrologist who does not just re-quote other studies.

Jon Seitz, District Legal Counsel, asked Mr. Snyder which phase Mr. Beeby's testimony related to – the sub-basin or the Phase II decision that the groundwater basin is one large basin. Mr. Snyder stated that Mr. Beeby read this information (Exhibit C-8) into the trial transcript of Phase V, in July of 2006. The specific area is the area in the stipulation from approx. a year and a half ago, but some people agreed that it went to the ocean (the Nipomo management area). Phase III had an area that ended at the railroad track Mr. Seitz clarified that Mr. Snyder was giving testimony relating to the Nipomo Management area in the stipulation.

Jesse Hill, NCS D resident – stated that as the Holloway's representative, notification should be given to owners and Ms. Florence, if the Annexation Policy will be changing. Also, concerning the comparison of allocation uses, it may be good to come up with return flows for the numbers.

Terry Orton, Westland Engineering representative – stated that the houses built after 2000 were required to have low flow fixtures installed.

Mr. Buel stated that the numbers were taken from a mix of older and newer buildings. There was no distinction of age of homes.

Bob Blair, NCS D resident - stated that he would like to see a consensus of opinion rather than we have plenty of water or we don't. He stated that some communities offer incentives for landscaping, such as the use of rocks and native plants that use little or no water. Perhaps something like that could be done here.

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

E-4) RECEIVE STAFF PRESENTATION ON WATER ALLOCATION AND ANNEXATION POLICY ISSUES AND SCHEDULE SPECIAL MEETING TO CONSIDER REVISIONS TO WATER ALLOCATION POLICY AND TO ANNEXATION POLICY (continued)

Director Eby stated that water in storage above sea level is not necessarily available, usable water. The reports should state available water.

Director Trotter agreed with Director Eby and that he was disappointed in the memo from SAIC. Mr. Buel could take some of the comments today to SAIC to be incorporated into another study. The District does not want to pump down to sea level.

Director Wirsing stated that the answers should not be manipulated.

Director Winn stated that the District needs to look at pumpable water.

Comments on the following:

- Would like to know more about the quality of the water from the Omiya Well.
- Would like more information about the wells west of the Santa Maria fault.
- Was disappointed that the Technical Memo from SAIC drew on sources that we {the District} placed little confidence in (such as, the DWR report).
- Would like to see SAIC information which was presented to the court condensed form that can be understood.

Upon motion of Director Winn and seconded by Director Trotter, the Board agreed to schedule a workshop for November 15, 2006, and continue the current Allocation Policy. Vote 4-1 with Director Eby voting no.

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

02:44:16

E-5) CONSIDER APPROVING WATER AND SEWER INTENT TO SERVE LETTER FOR 38-UNIT SUBDIVISION AT BLUME AND GRANDE

Bruce Buel, General Manager – reviewed request from the Gray Trust for water and sewer service for Tract 2441.

The following members of the public spoke:

Terry Orton, from Westland Engineering answered the question affirmatively from President Vierheilig if the Gray Trust is aware of the existing Capacity Fees.

The following members of the public spoke:

John Snyder, Nipomo resident – stated that none of the memorandums discussed dependable yield, safe yield, etc.

Jesse Hill, NCSD resident – stated that the allocation comparison of uses doesn't seem fair to charge the capacity fees, that it should be based on fixture units or flow.

Bob Blair, NCSD resident – stated that the half million dollars from the Gray Trust for supplemental water fees may price out new construction.

Director Trotter stated that housing prices are driven by the market and not by development costs. He also stated that an allocation policy is in place now.

Upon motion of Director Trotter and seconded by Director Winn, the Board agreed to direct staff to allocate water to the project (7 acre-feet in AY06-07 and 4.4 acre-feet in AY07-08) in accordance the District's water allocation policy and re-issue the Intent-to-Serve (ITS) letter for the project with the conditions as outlined in the Board letter.

Director Wirsing stated that this project was tabled until the Board set new allocation limits. Director Eby stated that there was no new information, therefore he could not support the motion. Vote 3-2 with Directors Wirsing and Eby voting no.

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

E-5) CONSIDER APPROVING WATER AND SEWER INTENT TO SERVE LETTER FOR 38-UNIT SUBDIVISION AT BLUME AND GRANDE (continued)

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

The Board went into Closed Session at 12:12 p.m.

02:56:36

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9 SMVWCD VS NCSA SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9 MARIA VISTA VS. NCSA CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION GC 54956.9 NCSA VS. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT
4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; SAN LUIS OBISPO COASTKEEPER VS. NCSA (CASE NO. CV060349)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

02:56:57

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 12:12 p.m.

Recording started over 00:00:00

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

The Board came out of Closed Session at 1:30 p.m.

Jon Seitz, District Legal Counsel, announced that the Board heard an update from legal counsel on the four items listed above. There was no reportable action.

The Coastkeeper litigation will be heard Monday, October 30, 2006, at 9:00 a.m. with Judge Bikey. This is the challenge to the Urban Water Management Plan.

00:02:42

E-6) DISCUSS IMPACTS OF CALIFORNIA SUPREME COURT DECISION IN BIGHORN CASE ON DISTRICT PROCESSES

Jon Seitz, District Legal Counsel, reviewed the some of the impacts of the Supreme Court's decision on Proposition 218 upon this District. NCSA has been following the procedures set forth in the decision.

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

00:09:23

E-7) DISCUSS SELECT LEGISLATION ADOPTED BY STATE

Jon Seitz, District Legal Counsel, reviewed some bills approved by the legislature during 2006 that affect this District.

- AB 2951 Capital Fees and Charges
- AB 1317 Collect fees – property taxes
- SB 1210 Eminent domain
- Brown Act cases for employee matters

There was no public comment.

00:24:30

E-8) CONSIDER OPPOSING MEASURE J ON NOVEMBER 7, 2006 BALLOT

Bruce Buel, General Manager, reviewed the proposal to oppose Measure J. Board discussion ensued.

- Willow Road extension may be delayed because the State and SLOCOG would be funding the freeway overpass in San Luis Obispo related to the development.
- Other developers could wipe out the requirements for supplemental water.
- Overpass may cost \$49 million. Dalidio's share is about \$3 million
- Will negatively impact this District
- Planning by ballot initiative circumvents the CEQA process

The following member of the public spoke:

Bob Blair, NCSD resident – stated that this is a property rights issue. He stated that he would abstain if he was on the Board.

Upon motion of Director Eby and seconded by Director Winn, the Board unanimously agreed for the Nipomo Community Services District to go on record as opposing Measure J 06 and publish a press release. Vote 5-0

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

Director Trotter left the meeting at 2:15 p.m.

00:38:06

E-9) RECEIVE STAFF REVIEW OF SUPPLEMENTAL WATER SUPPLY PROJECTS AND SET WORKSHOP TO RECEIVE PRESENTATION ON DESALINATION TECHNOLOGY

Bruce Buel, General Manager, reviewed some supplemental water supply alternatives, as described in the 2001 Kennedy Jenks study. The Board discussed the options and a free workshop, which is focused on desalination, to be presented by Boyle Engineering.

- Would like to go alone and not with another agency
- Possibly securing a seat on the Central Coast Water Authority (CCWA)
- Two kinds of desalination (seawater and brackish water)
- Water conservation

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously agree to set January 17, 2007, as a workshop to explore desalination.

The following member of the public spoke:

Bob Blair, NCSD resident – stated that Twitchell Dam could be an alternative source of water. Turn the lake into a recreational area. He also stated that desalination is the way to go with the oil company. CCWA is a possibility.

Vote 4-0 with Director Trotter absent.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, and Vierheilig	None	None

MINUTES SUBJECT TO BOARD APPROVAL

01:09:20 F. MANAGER'S REPORT

Bruce Buel, General Manager – offered the Manager's Report as written. The report from Koff and Associates has not yet arrived.

01:10:44 G. COMMITTEE REPORTS

G-1) October 16, 2006, Parks Committee Meeting Minutes

Director Wirsing reported that it was a good discussion. There will be a survey developed to get residents' opinions.

Director Eby stated that he would not support the park land across the street if it became mostly a parking lot.

01:19:20 H. DIRECTOR'S COMMENTS

Director Wirsing stated that she had nothing to do with the negative vote on State Water. Director Eby stated that he took a trip to a small, incorporated town in Texas. Their concerns about water are similar to this District's.

Director Winn –

- Tuesday, Nov. 7, 2006 Election Day
- Wednesday, Nov. 1, 2006 – WRAC – will receive Draft Resource Management System
- Wednesday, Nov. 15, 2006 – Edited view of the Draft Resource Management System
- Thursday, Nov. 9, 2006, PUC meeting in Orcutt – The discussion planned will be "Can they raise rates for supplemental water?"


01:32:09 ADJOURN

President Vierheilig adjourned the meeting at 2:59 p.m.

> THE NEXT REGULAR BOARD MEETING IS NOVEMBER 8, 2006.**TENTATIVELY SCHEDULED ITEMS INCLUDE:**

- Waterline Intertie Project Pre-Design Technical Memorandum
- FY2005-2006 Audit

MINUTES SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: NOVEMBER 3, 2006



AWARD TEFFT STREET LIFT STATION FENCE BID

ITEM

Award bid for construction of replacement fence for Tefft Street Lift Station and authorize execution of agreement [Recommend Approval].

BACKGROUND

The Board in October directed staff to solicit bids for the replacement of the chain link fence at the Tefft Street Lift Station with a sturdy non-chain link metal fence. Staff solicited bids from three vendors and received bids from two vendors. The low bidder was the Fence Factory with a bid of \$8,370 for 70-inch high vertical $\frac{3}{4}$ " x 16 gauge tubular coated steel pickets set on 3 $\frac{7}{8}$ " spacing with two 1 $\frac{1}{2}$ " x 14 gauge tubular coated steel horizontal rails and 2" x 14 gauge tubular steel posts set into concrete (see attached quote). In addition, the Fence Factory proposes to demolish and remove the old fence at a cost of \$925 (see attached quote). Also attached is a copy of the specification for the proposed fence.

The Fence Factory also submitted a quote for 5/8" pickets for \$7,493, but staff is concerned that the 5/8" size would not be sufficiently sturdy given the vulnerability of this site.

RECOMMENDATION

Staff recommends that your Honorable Board award the bid to the Fence Factory for \$9,295 (\$8,370 plus \$925), authorize staff to execute a purchase order for completion of the work, and transfer \$9,295 from Town Sewer Fund Reserves to pay for the work.

ATTACHMENT

- Fence Factory Quote on $\frac{3}{4}$ " Picket Fence
- Fence Factory Quote on Removing Old Chain Link Fence
- Specification

T:\DOCUMENTS\BOARD MATTERS\2006 BOARD LETTERS\AWARD TEFFT FENCE BID.DOC



MATERIAL SALES AND CONTRACTING BRANCHES THROUGHOUT THE TRI-COUNTIES

PROPOSAL and CONTRACT

CONTRACTOR'S LICENSE NO. 275524

AGOURA DIVISION
29414 ROADSIDE DRIVE
AGOURA HILLS, CA 91301
(805) 497-9233 • (818) 889-2240
FAX (805) 497-3479

GOLETA DIVISION
60 SO. KELLOGG
GOLETA, CA 93117
(805) 965-2817
FAX (805) 967-6328

RENTALS DIVISION
1441 CALLENS ROAD
VENTURA, CA 93003
(805) 644-4617
FAX (805) 644-0309

WORK ORDER NO. 10/23/2006

VENTURA DIVISION
1606 LOS ANGELES AVENUE
SATICOY, CA 93004
(805) 485-8831 • (805) 642-3249
FAX (805) 642-1374

SANTA MARIA DIVISION
2709 SANTA MARIA WAY
SANTA MARIA, CA 93455
(805) 928-5848
FAX (805) 922-4826

ATASCADERO DIVISION
2650 EL CAMINO REAL
ATASCADERO, CA 93422
(805) 462-1362
FAX (805) 462-4367

DATE 10/23/2006
VISIT OUR WEBSITE
WWW.FENCEFACTORY.COM
e-mail: fencefac@isf.net

PROPOSAL SUBMITTED TO NIPOMO COMMUNITY SERVICES		STREET 148 WILSON STREET	
CITY NIPOMO	STATE CA	ZIP CODE 93444	PHONE 929 1133
JOB NAME	JOB LOCATION JEFF & CARMILLO	JOB PHONE 929 1932	

1. Subject to the terms, provisions and conditions of this Proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor," agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above party at the above job location, the following described work.

N

- REMOVE TIES FROM TOP RAIL AND POSTS.
- REMOVE CHAINLINK FROM CORNER AND GATE POSTS.
- ROLL CHAINLINK INTO SMALL ROLLS.
- REMOVE TOP RAIL FROM POSTS.
- REMOVE TENSION WIRE FROM POSTS.
- CUT POSTS OFF AT GROUND LEVEL.
- LEAVE 4" O.D. GATE POSTS.
- LEAVE CONCRETE FOOTINGS IN GROUND.
- STORE ON SITE OR HAUL AWAY MATERIALS.

\$925.00

NOT RESPONSIBLE FOR UNDERGROUND UTILITIES AND SPRINKLERS

TOTAL

S

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of:

NINE HUNDRED TWENTY - FIVE & 00/100 Dollars (\$) **\$925.00**

50% PRE PAYMENT FOR MATERIALS, BALANCE ON COMPLETION

as follows:

3. Work will begin on approximately

4. Work will be completed on approximately

5. This proposal is void of not accepted within **30** days of date of Proposal and Contract.

ACCEPTANCE FENCE FACTORY BY: **F. OSEGUEDA**

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms and Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the reverse, has been read. IT IS FURTHER ACKNOWLEDGED THAT "NOTICE TO OWNER" HAS BEEN READ AND UNDERSTOOD.

ACCEPTED AND AUTHORIZED AT SANTA MARIA, CALIFORNIA BY: _____

DATED 10/23, 20 '06 COMPANY, CORPORATION OR OWNER

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.



MATERIAL SALES AND CONTRACTING BRANCHES
THROUGHOUT THE TRI-COUNTIES

PROPOSAL and CONTRACT

CONTRACTOR'S LICENSE NO. 275524

AGOURA DIVISION
29414 ROADSIDE DRIVE
AGOURA HILLS, CA 91301
(805) 497-9233 • (818) 899-2240
FAX (805) 497-3479

GOLETA DIVISION
60 SO. KELLOGG
GOLETA, CA 93117
(805) 965-2817
FAX (805) 967-6328

RENTALS DIVISION
1441 CALLENS ROAD
VENTURA, CA 93003
(805) 644-4617
FAX (805) 644-0309

WORK
ORDER
NO.

10/23/2006

VENTURA DIVISION
1606 LOS ANGELES AVENUE
SANTICOY, CA 93004
(805) 485-8831 • (805) 642-3249
FAX (805) 642-1374

SANTA MARIA DIVISION
2709 SANTA MARIA WAY
SANTA MARIA, CA 93455
(805) 928-5848
FAX (805) 922-4828

ATASCADERO DIVISION
2650 EL CAMINO REAL
ATASCADERO, CA 93422
(805) 462-1362
FAX (805) 462-4367

DATE

VISIT OUR WEBSITE
WWW.FENCEFACTORY.COM
e-mail: fencefac@isla.net

PROPOSAL SUBMITTED TO NIPOMO COMMUNITY SERVICES		STREET 148 S. WILSON STREET	
CITY NIPOMO	STATE CA	ZIP CODE 93444	PHONE 929 - 1133
JOB NAME	JOB LOCATION TEFFT ST. & CARRILLO ST.	JOB PHONE 929 - 1932	

1. Subject to the terms, provisions and conditions of this Proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, **Fence Factory**, hereinafter referred to as "Contractor," agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above party at the above job location, the following described work.

N

INSTALL APPROX. 168 FEET OF NEW IRON FENCE. INCLUDES 1 GATE.

STYLE ARISTOCRAT. 70 INCH HIGH. HEAVY.

PICKETS 3/4" x 16 GA. TUBULAR STEEL. HOLLOW PICKETS. 3 7/8" SPACES.
POINTED PICKETS WELDED ON SIDE OF RAILS.

RAILS TWO, 1 1/2" x 14 GA. TUBULAR STEEL.
WELDED TO ALL POSTS.

POSTS 2" x 14 GA. TUBULAR STEEL
SPACED 8 FT. SET IN CONCRETE. 24" DEEP x 8" WIDE.

GATE SIZE BETWEEN EXISTING 4" O.D. POSTS.
APPROX. 16 FT. WIDE. LOCKING HARDWARE IN CENTER.

COLOR BLACK POLYURETHANE.

RECEIVED
OCT 25 2006
NIPOMO COMMUNITY
SERVICES DISTRICT

\$8,370.00

PLEASE SEE ATTACHMENT 'A' TERMS AND CONDITIONS

TOTAL

\$8,370.00

S

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of:

EIGHT THOUSAND THREE HUNDRED SEVENTY & 00/100
50% pre payment for materials, Balance on Completion

Dollars (\$) **\$8,370.00**

as follows:

- Work will begin on approximately
- Work will be completed on approximately
- This proposal is void of not accepted within **30** days of date of Proposal and Contract.

ACCEPTANCE

FENCE FACTORY

BY:

F. OSEGUEDA

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which **Fence Factory** will receive in payment the above sum in accordance with all of the Terms and Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the reverse, has been read.

IT IS FURTHER ACKNOWLEDGED THAT "NOTICE TO OWNER" HAS BEEN READ AND UNDERSTOOD.

Santa Maria

ACCEPTED AND AUTHORIZED AT _____, CALIFORNIA

BY: _____
COMPANY, CORPORATION OR OWNER

DATED **10/23**, 20 **'06**

PRINT NAME

PRINT TITLE

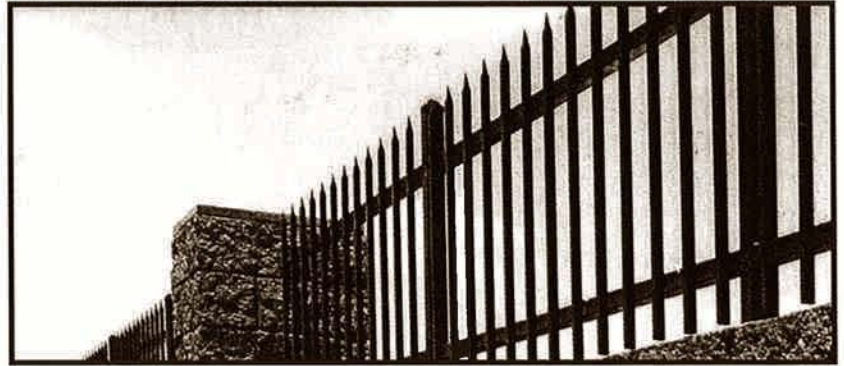
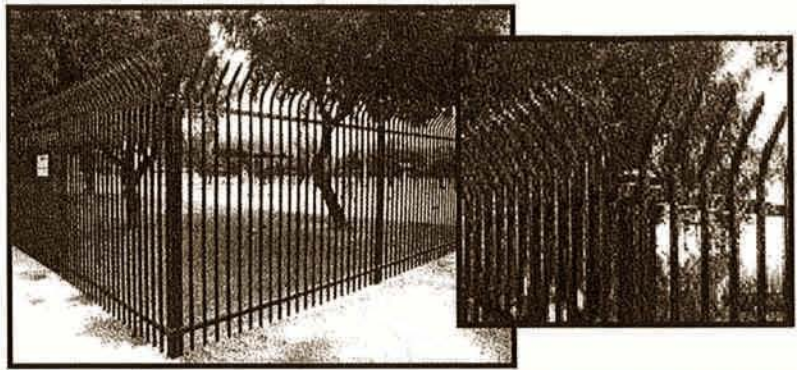
SIGNATURE

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

BFC

HEAVY FENCE STYLES

REGAL • ARISTOCRAT • GUARDIAN



STANDARD SIZES:

REGAL & ARISTOCRAT: Heights: 5', 6', 7', and 8'. Lengths: 94", 118"

GUARDIAN: Heights: 7', 8', 9', and 10'. Length: 94".

RAILS: 1-1/2" x 1-1/2" 14 ga. steel tube

PICKETS: 3/4" X 3/4" 16 ga. steel tube at 4-3/4" O.C. or 6" O.C.

POSTS: 2" x 2" 14 or 11 ga. steel tube with pressed steel cap. Space posts at 8' O.C. or 10' O.C.

SWING GATES: Framework as required for size, but not less than that of panels.

Pickets to match panels. Hardware as required. Trussing and heavier posts may be necessary.

SLIDE GATES: 2" x 2" steel tube top rail and verticals.

Bottom rail shall be 2" x 4" x 11 ga. steel tube with wheel housings. Ground track to be angle iron (sized per requirements) with #4 rebar hooks welded at 24" O.C. Wheels shall be 6" diameter V-Groove type with grease fitting and needle bearings. Upper guides to be BFC Type I roller assemblies with 2" diameter hard rubber rollers, 1/2" axle, and bronze bushings. Safety posts to be minimum 4" sq. 11 ga. steel tube.

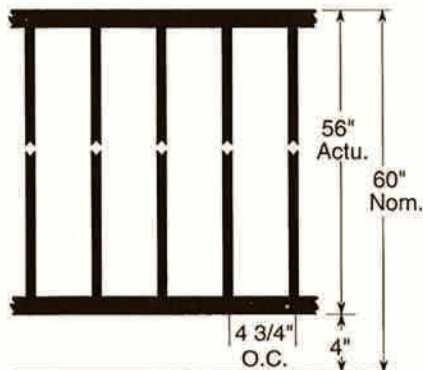
RECOMMENDED FINISH: Galva-Guard I. See back of this brochure for a complete listing of finish options.

XTRA-HEAVY REGAL: 2" rail (14 ga.) - 1" pickets (16 ga.) - 5" O.C. or 6" O.C.

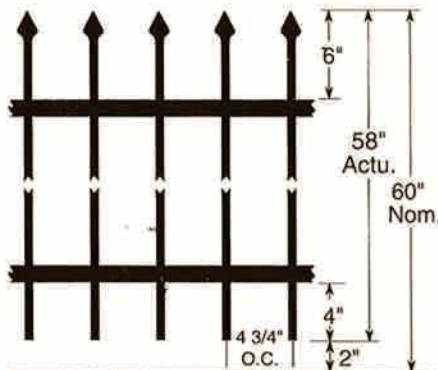
XTRA-HEAVY ARISTOCRAT: 2" rail (14 ga.) - 1" pickets (16 ga.) - 5" O.C. or 6" O.C.

XTRA-HEAVY GUARDIAN: 2" rail (14 ga.) - 1" pickets (16 ga.) - 5" O.C. or 6" O.C.

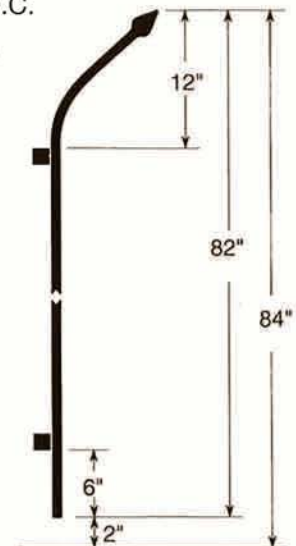
TYPICAL FENCE PANELS:



Regal



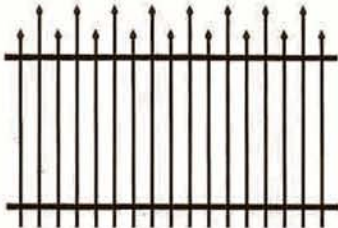
Aristocrat



Guardian

BFC OPTIONS & COLORS

CUSTOM HEAVY OPTIONS:



001



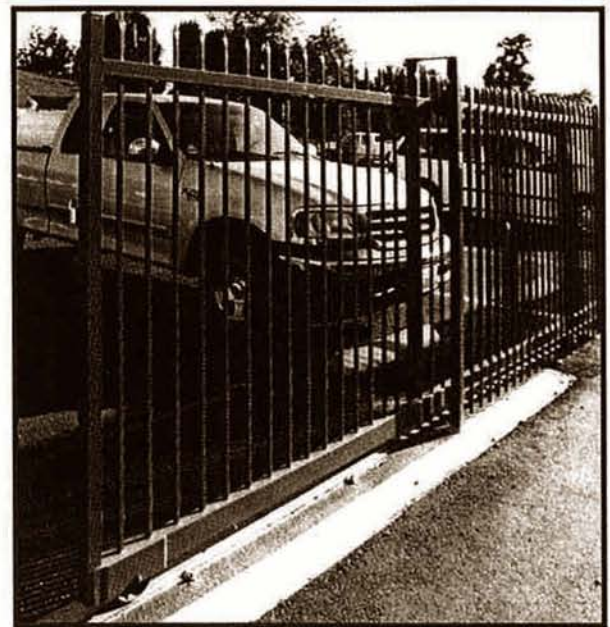
002



005



006



BFC can custom match any color.

RECOMMENDED FINISH

GALVA-GUARD I Pre-Galvanized Tubing and Polyurethane Painted.

Materials are fabricated using galvanized tubing. After fabrication, materials are power washed in an iron phosphate solution and finished with one spray coat high solids primer and one spray coat gloss polyurethane black.*

BFC also offers the following more economical finishes for use in dry, non-corrosive environments.

BFC POLY-PRO+ Polyurethane Painted. After fabrication, materials are power washed in an iron phosphate solution and receive one spray coat primer and one spray coat gloss black polyurethane paint. Polyurethane Paint is a high solids aliphatic two-component polyurethane coating system where exterior durability and color control are essential.*

TWO COAT ENAMEL After fabrication, materials are power washed in an iron phosphate solution and receive one spray coat shop primer and one spray coat gloss black enamel.*

14 STANDARD COLORS These colors are available with Galva-Guard 1 and BFC Poly-Pro+ polyurethane finishes.*

Due to the limitations of the printing process these colors are not an exact match. Actual painted samples of the standard colors are available.

* BFC Tacoma manufacturing facility produces only pre-galvanized tubing with one spray coat shop primer and one spray coat black enamel. The finishes listed are available from the Tacoma manufacturing facility by special order only.



- | | | | | | | | | | | | | | |
|-------------------|-------------------------|-----------------------------|------------------------|--------------------------|------------------------|--------------------|-------------------------|--------------------------|--------------------|-------------------------|-------------------|--------------------|--------------------|
| 1
BFC
Green | 2
BFC
Olive Green | 3
BFC
Cornflower Blue | 4
BFC
Ocean Blue | 5
BFC
Antique Rose | 6
BFC
Bone White | 7
BFC
Almond | 8
BFC
Desert Sand | 9
BFC
Desert Beige | 10
BFC
Brown | 11
BFC
Slate Gray | 12
BFC
Grey | 13
BFC
Black | 14
BFC
White |
|-------------------|-------------------------|-----------------------------|------------------------|--------------------------|------------------------|--------------------|-------------------------|--------------------------|--------------------|-------------------------|-------------------|--------------------|--------------------|

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: NOVEMBER 3, 2006



AUTHORIZE PURCHASE OF WATER AND SEWER GEMS SOFTWARE

ITEM

Authorize purchase of Water and Sewer Gems modeling software for Water and Sewer System Master Plan Implementation [Recommend Approval].

BACKGROUND

When your Honorable Board hired Cannon and Associates to prepare the Water and Sewer Master Plan you agreed that the District would purchase the Water and Sewer Modeling Software so that Cannon could use the software for plan development and then incorporate the calibrated software into NCSD's GIS system. Initially, Cannon had proposed Water Cad for water system modeling and Sewer Cad for sewer system modeling, however, Cannon has determined that Bentley System Water Gems and Sewer Gems will integrate better with NCSD's Nobel GIS System. Bentley Systems has lent a demonstration copy of the Water Gems and Sewer Gems to Cannon and Cannon has confirmed that the software is compatible and functional. Attached is a quote from Bentley Systems for purchase of the software package. The \$32,700 set forth in the quote does not include the annual maintenance fee for Bentley Systems to support and upgrade the package.

The funding set forth in the FY06-07 Budget for the Water and Sewer Master Plan was exhausted when the Board retained Cannon to prepare the Water and Sewer Master Plan. Transfers from the Town Water Fund Reserve (\$16,350) and Town Sewer Fund Reserve (\$16,350) would be needed to pay for this purchase.

RECOMMENDATION

Staff recommends that your Honorable Board authorize staff to execute a purchase order for purchase of the software from Bentley Systems for \$32,700 and transfer funds out of reserves to pay for the purchase.

ATTACHMENT

Bentley Systems Quote



PO made out to:
 Bentley Systems, Inc.
 685 Stockton Drive
 Exton PA 19341-0678
 PH: 610-458-5000
 FX: 610-458-2770

Quotation

Send PO to:
 Bentley Systems, Inc.
 685 Stockton Drive
 Exton, PA 19341-0678
 PH: 626-275-5103
 FX: 626-933.1020
 Attn: Nadia Moalkiyar

10/17/2008	Sales Representative:	Nadia Moalkiyar
4	Effective From:	10/18/2008
1	Valid Through:	10/31/2008

Nipomo Community Services District	Bill To: Nipomo Community Services District 148 South Wilson Street Nipomo, CA 93444	Nipomo Community Services District Ship To: 148 South Wilson Street Nipomo, CA 93444
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Product	Part#	Qty.	Unit Price
SewerGEMS for GIS 2.0/2000 Pipes Sub		1	\$12,000.00
SewerGEMS for GIS 2.0/2000 Pipes SELECT		1	3,120.00
WaterGEMS for GIS V8 XM/6000 Pipes Cert		1	\$13,060.00
WaterGEMS for GIS 6000 Pipes SELECT Sub		1	\$3,600.00

Subtotal of Products:	\$26,040.00
Subtotal of Annual SELECT:	6,720.00
Total:	\$32,760.00

Notes:
 By placing a purchase order for the product(s) listed above, you agree to abide by Bentley's standard payment terms and conditions as in effect from time to time, including paying all Bentley invoices within thirty (30) days of the invoice date. All price quotations are exclusive of taxes. Buyer agrees to pay any sales, value added, or similar tax applicable to this transaction in the state, province, or country of delivery or use.

Quote reflects annual fee on Bentley SELECT. Fee is based on a two year agreement. Second year is billed annually.
 The Select Price quoted is not the exact price. It may subject to change based on final approval of product release.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: NOVEMBER 3, 2006



AWARD CONTRACT FOR LANDSCAPE MAINTENANCE FOR
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1

ITEM

Award contract for landscape maintenance for Street Landscape Maintenance District No. 1

BACKGROUND

In 2003, NCSD formed the Street Landscape Maintenance District No. 1 to maintain the street landscaping for Tract 2409 (Tefft and Tejas). The Board awarded a three year contract to Snyder Landscape Maintenance which is set to terminate in December. The initial contract was for a monthly fee of \$528.00 and increased to \$577.00 per month. Snyder Landscape Maintenance has done satisfactory work, however, Staff felt that a competitive bid process would be in order.

Staff sent out a Request for Proposal to ten landscape maintenance firms and received two proposals:

Landmark Landscape Company, Inc.	\$ 214.00 per month
Nursery & Land Maintenance	\$1,456.72 per month

Due to the wide range of bids, Staff met with a representative of Landmark Landscape Company, Inc. at the job site, reviewed the work to be completed on a monthly basis and discussed the contract and prevailing wage issues. After the meeting, a representative of Landmark Landscape Company, Inc. confirmed in writing that the bid was accurate.

The contract does contain an early termination clause if NCSD becomes dissatisfied with the maintenance.

RECOMMENDATION

Award contract to Landmark Landscape Company, Inc.

ATTACHMENT

Landscape Maintenance Agreement

**LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND**

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, 2006, in San Luis Obispo County, California, by and between the Nipomo Community Services District, ("District") and _____ ("Contractor") with reference to the following recitals.

A. District desires to retain a qualified contractor to provide landscape services described in Exhibit "A" ("Scope of Services" or "Landscape Services") attached hereto and incorporated herein by reference.

B. Contractor has offered to provide the Landscape Services on the terms and in the manner set forth herein;

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

1. DUTIES OF CONTRACTOR.

A. Services to be Furnished. Contractor shall provide the Landscape Services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. Licenses and Permits. Contractor shall procure and maintain all permits, licenses, including contractor licenses required for the lawful prosecution of the Landscape Services to be performed by Contractor under this Agreement.

C. Performance Standards. Contractor represents that it has the skills, expertise, licenses, permits necessary to perform the Landscape Services required under this Agreement. Accordingly Contractor shall perform all such services in a manner and according to the standards observed by a competent contractor performing like services.

It is understood and agreed that the District relies upon the professional skills of Contractor to do and perform the services in a skillful and professional manner.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

D. Laws to be Observed. Contractor at all times shall comply with and cause all of its employees to observe and comply with all laws, ordinances, regulations and orders which may affect the Landscape Services to be performed by Contractor under this Agreement.

E. Minimum Wage. Contractor shall be responsible for determining whether the services to be performed by Contractor requires the payment of prevailing wages and if so, Contractor shall, to the extent required by California Labor Code, pay no less than applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determinations are available on the Web at www.csib.ca.gov.

F. Certificates. Provide the District with the following prior to commencement of work:

1. Proof of appropriate contractor's license.
2. Proof of Worker's Compensation Insurance.
3. Proof of insurance.

2. CONTRACT TERM. Contractor shall commence performance within seven (7) days of District's Notice to Proceed and unless earlier terminated as provided herein this Agreement shall automatically terminate on thirty-six (36) months from the date of the District's Notice to Proceed.

3. COMPENSATION.

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

(b) Undisputed amounts are due and payable within thirty (30) days of receipt of invoices. Invoices shall reflect the date, time, and a brief description of the services that were provided.

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

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

(d) Payment to Contractor shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the Landscape Services.

(e) If the parties are unable to resolve a dispute related to compensation by agreement, then the parties shall resolve disputes through binding arbitration pursuant to Section 1280 et seq. of the California Code of Civil Procedure, with an arbitrator mutually acceptable to the parties. If the parties are unable to agree on an arbitrator, then either party can request the Presiding Judge of San Luis Obispo Superior Court to appoint an arbitrator. Said appointment shall be binding on the parties. The cost of the arbitrator shall be borne equally by the parties.

(f) Contractor authorizes District to deduct from any amount payable to Contractor any amounts the payment of which may be in dispute or that are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of District to exercise the right to deduct or to withhold will not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided in this Agreement

4. QUALIFICATIONS OF CONTRACTOR. Contractor represents that it is qualified to furnish the services described under this agreement.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor, responsible for all methods and means used in performing the Landscape Services under this Agreement, and are not employees, agents or partners of District.

6. EARLY TERMINATION.

(a) The District retains the right to terminate this agreement for any reason by notifying Contractor in writing sixty (60) days prior to termination and by paying the compensation due and payable to the date of termination.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

(b) District retains the right to terminate this Agreement for cause at any time and without notice. If this Agreement is terminated for cause, District shall be obligated to compensate Contractor only for the portion of Contractor's services which are of benefit to District.

(c) Compensation pursuant to Subparagraph A and B above are to be arrived at by mutual agreement of the District and Contractor and should they fail to agree then pursuant to Section 3 (e).

7. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

8. INDEMNIFICATION AND HOLD HARMLESS. The Contractor recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damages to any property arising from the performance of any work required hereunder by the Contractor, its officers, employees, independent contractors or agents. The Contractor shall protect, indemnify and hold the District harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Contractor, its officers, employees, independent contractors or agents. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Contractor which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. The parties expressly agree and acknowledge that the Contractor's duty to indemnify, protect, defend and hold harmless under this paragraph shall extend to claims, lawsuits and liability of or against the District resulting from alleged failure to comply with any provision of the California Labor Code, Division 2, Part 7, Chapter 1, (Sections 1720-1861).

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

9. INSURANCE. The Contractor shall carry commercial general liability and automobile liability insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Contractor or by its employees, agents, consultants, or anyone directly or indirectly employed by Contractor. The amount of insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Contractor's insurance shall be primary insurance with respects to the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. The insurance shall specifically name the District, its directors, officers, and employees as additional insureds, and shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general liability and automobile liability insurance coverage shall also include the following:

- (a) "Cross Liability" or "Severability of Interest" clause.
- (b) Commercial General Liability coverage (Insurance Services Office Commercial General Liability coverage - occurrence form CG 0001) shall include:
 - (1) Comprehensive Form
 - (2) Premises-Operations
 - (3) Explosion and Collapse Hazard
 - (4) Underground Hazard
 - (5) Products/Completed Operations Hazard
 - (6) Contractual Insurance
 - (7) Broad Form Property Damage Including Completed Operations
 - (8) Independent Contractors
 - (9) Personal Injury

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

(d) Automobile Liability coverage (Insurance Services Office form number CA 0001 (Ed. 1/87) covering automobile liability, Code 1) shall include:

- (1) Comprehensive Form Coverage Including Loading and Unloading
- (2) Owned
- (3) Hired
- (4) Non-owned

10. PERSONNEL. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be qualified to perform such services.

11. NONEXCLUSIVE AGREEMENT. Contractor understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the District desires.

12. BREACH OF LAW. In the event the Contractor or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public Contractor or Contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids proposals; or (iv) any other cause the District determines to be so serious and compelling as to affect Contractor's responsibility as a public contractor or contractor, including but not limited to, debarment by another governmental agency, then the District reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

13. **RATE REVIEW.** Contractor may submit to the District an application for a rate review during the months of April and May of 2008 for the succeeding fiscal year, and each fiscal year thereafter. The application shall contain justification for the request and any and all data requested by the District. The District and Contractor shall negotiate in good faith. However, in no event shall Contractor's application for a rate change exceed the maximum CPI adjustment allowed by the CPI Clause in the formation of the Landscape Maintenance District(s).

14. **DISTRICT NOT OBLIGATED TO THIRD PARTIES.** District shall not be obligated or liable for payment hereunder to any party other than the Contractor.

15. **REMEDIES NOT EXCLUSIVE.** Except for the remedies referenced in Section 3 (e), the use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

16. **NON-DISCRIMINATION.** Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

17. **UNAUTHORIZED ALIENS.** Contractor shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

18. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

20. NON- LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES. No officer or employee of District will be personally liable to Contractor, in the event of any default or breach by the District or for any amount that may become due to Contractor.

21. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

24. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

25. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

26. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. RECITALS. Recitals A and B to this Agreement are incorporated herein by reference.

28. CONTRACTOR'S AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the Contractor warrant that; (i) the Contractor is duly organized and existing; (ii) he/she is duly authorized to execute this Agreement on behalf of the Contractor; (iii) by so executing this Agreement, the Contractor is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Contractor is bound.

IN WITNESS WHEREOF, District and Contractor have executed this agreement the day and year first above written.

CONTRACTOR:

By:
Title:_____

NIPOMO COMMUNITY SERVICES DISTRICT

By: Bruce Buel, General Manager
Nipomo Community Services District

ATTEST:

Donna K. Johnson, District Secretary

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

EXHIBIT "A"

SCOPE OF SERVICES OR "LANDSCAPE SERVICES"

NOTE: Whenever the term "As necessary" is used in this Exhibit it is understood to mean that the operation will be performed using industry accepted good landscape practices.

Complete landscape maintenance for Tract 2409, Nipomo is to be completed on a weekly basis. (Excludes Retention Basin and perimeter fencing)

1. IRRIGATION

- Contractor shall be responsible for the set up and scheduling of the automatic irrigation control system on a regular basis with monthly adjustments for seasonal variations of plant water needs
- Inspect and evaluate irrigation operations and the effect of irrigation on plants and trees
- Adjust, repair and replace drip irrigation nozzles due to wear or malfunction
- Contractor will work with NCSD to determine appropriate use of soil enhancements and mulching to improve irrigation efficiency

2. MOWING AND EDGING

- Mowing and edging of lawns shall be completed on a weekly basis.

3. GROUND COVER AND FLOWER BEDS

- Contractor shall be responsible for trimming and edging ground cover and flower beds and all curbs, walkways and bed lines, as necessary.

4. BLOWING

- The walkways and curbs shall be blown off weekly.

5. TRIMMING AND PRUNING PLANTS

- Trimming and pruning of all plants, trees and shrubs shall be completed as necessary.
- All planted trees shall be maintained such that no branches/limbs will overhand on sidewalks and parking areas lower than seven feet from the ground. Limbs and branches are to be removed from the property. All trees are to be maintained up to fifteen feet into the canopy. All sucker growth from trunk and base of trees shall be removed as required to maintain a clean appearance.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

EXHIBIT "A"

SCOPE OF SERVICES OR "LANDSCAPE SERVICES"

NOTE: Whenever the term "As necessary" is used in this Exhibit it is understood to mean that the operation will be performed using industry accepted good landscape practices.

6. FERTILIZATION

- Contractor shall have full responsibilities of determining proper formulation and rates of fertilizers to maintain healthy trees, plants, shrubs and ground covers twice a year and lawns every 90 days. Use of organic fertilizers is highly preferred.

7. INSECT AND DISEASE CONTROL

- Contractor shall be responsible for the inspection of the landscaped area and treatment of any insect or disease related problems, as necessary. Use less toxic products, or Integrated Pest Management practices (IPM) such as beneficial insets, organic based insecticidal soaps and sprays, for the control of insects and disease, as the primary means of control, is highly preferred.

8. WEED CONTROL

- Weeds are to be controlled in planter beds (including trees) areas and sidewalks/walkways by mechanical, physical and chemical methods, as necessary. Use of manual or physical methods (mulching, soil enhancement) and/or Integrated Pest Management practices for the control of weeds as the primary means of control is preferred.

9. CLEAN UP PROCEDURES

- As part of the each maintenance visit, a general clean up program will occur. The clean up program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves and other debris. The clean up will include the perimeter fence lines. All debris shall be disposed of off site.

10. LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT SPECIFICATIONS

- All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions and shall be approved for use by all local governing authorities prior to application. Spraying shall occur so as to not create any hazard or discomfort to building occupants. If there is any concern in this area, the Contractor shall get permission, in writing, from the District prior to performing this operation. Copies of MSDS (Manufacturer's Safety Data Sheets) forms shall be maintained by the Contractor and made available to the District upon initiation of this contract. Copies of the "service ticket" of maintenance activity will be submitted to NCSA on a monthly basis with billing.
- Contractor shall be responsible for making any extra visits necessary during the year to correct any problems that may occur during the duration of the contract.
- Contractor shall take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND

EXHIBIT "B"

SCHEDULE OF PAYMENT

Total monthly cost to perform weekly landscape maintenance for Tract 2409,
as outlined in Exhibit "A". \$ _____ per month

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: NOVEMBER 3, 2006

**AGENDA ITEM
D-6
NOVEMBER 8, 2006**

BLACKLAKE BOOSTER STATION REPLACEMENT TECHNICAL MEMORANDUM PEER REVIEW

ITEM

Authorize execution of Task Order with Dee Jaspar and Associates, Inc. to perform a peer review of the Blacklake Booster Station Replacement Technical Memorandum [Recommend Approval].

BACKGROUND

Blacklake community members have requested that your Honorable Board authorize a peer review of the Boyle Technical Memorandum so that an independent expert can review the facilities proposed by Boyle and the costs for those facilities. Staff concurs that this peer review would be useful and appropriate at this time. In this regard, staff contacted Dee Jaspar of Dee Jaspar and Associates (See attached information) and determined that Mr. Jaspar is available to perform the peer review on a time and materials basis with a not to exceed expenditure limit of \$10,000. This initial assignment would exclude any comparison of the costs of merging the two systems.

RECOMMENDATION

Staff recommends that your Honorable Board authorize staff to execute a Task Order Agreement with Dee Jaspar and Associates and to issue a Task Order for the proposed peer review on a time and materials basis with a not to exceed expenditure limit of \$10,000. The actual cost of the peer review would be charged to the Blacklake Water Fund and to the Booster Station Line Item.

ATTACHMENT

Dee Jaspar Vita, Experience, and References

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Firm Principal

Dee Jaspar

Dee Jaspar is the president of the corporation. He is a registered civil engineer and agricultural engineer in the State of California. He is also a registered professional engineer in the State of Oregon. He graduated from the University of California at Davis in 1970 with a Bachelor of Science Degree in Engineering.

Mr. Jaspar has been involved in civil engineering projects for the past thirty-five years. He has experience in design of small dams (including retrofitting existing dams), canals, pipelines, municipal and agricultural wells, pumping plants, water treatment plants, and surge control equipment. He has prepared grading plans, drainage plans, site development plans, tract maps, parcel maps, drainage studies, land use plans (including specific plans), tract improvement plans, and ALTA surveys. He has surveyed municipal, urban, agricultural, and mountain properties, performed construction staking, and participated in aerial-topographic surveys. Mr. Jaspar has designed and constructed commercial and industrial buildings. His structural experience also includes retaining walls, foundations, small bridges, crane buildings, and water storage tanks. He has performed ground water studies, shallow ("perched") water studies, and ground water pollution studies for agricultural evaporation basins, and deals with the State Regional Water Quality Control Board in these matters. He participated in a joint Bureau of Reclamation/Department of Water Resources study of the soils and ground water underlying an agricultural evaporation basin in southern Kern County, conducted studies of the contaminants in the liners of agricultural evaporation basins in northern Kern County, and has prepared closure plans for said basins. He has performed energy use studies for water pumping plants and other water-related facilities. Mr. Jaspar co-chaired a Technical Advisory Committee for a California Energy Commission study (1977) on the use of a power for pumping irrigation water. He co-authored a paper for the American Society of Civil Engineers on the control of transient pressures in pipelines (Pittsburgh, Pa., 1978), and a paper for the Eleventh Ozone World Congress regarding the use of ozone treatment of municipal water systems (San Francisco, Ca., 1993). Mr. Jaspar performs forensic engineering, and expert witness work in the western United States and has delivered expert witness testimony as a technical expert in underground pipe installation, land surveying, and flood damage cases.

Experience with Similar Projects

Permitting and Rights of Way - Design of Water Facilities

Kern County Water Agency

We are currently assisting the Kern County Water Agency with the permitting and rights of way processes for the Agency's \$50 – million Cross Valley Canal Expansion Project. We have prepared permit applications and correspondence with the Reclamation Board (Kern River Floodway), State Parks and Recreation (Tule Elk Preserve), Caltrans (Interstate 5 issues – encroachment permit and access issues) , the Army Corps of Engineers (404 Permit), California Department of Fish and Game (401 Permit), and the Regional Water Quality Control Board (401 Permit). We are also assisting the Agency's Improvement District in its application process for a 60" – diameter pipe crossing of the Kern River in Bakersfield. The environmental work was done in-house by the Agency's environmental specialist.

Additionally, we have identified the new rights of way requirements and have prepared preliminary maps of the proposed land takes and have coordinated the title work and land appraisal work for the proposed additions to the existing rights of way.

We are also assisting the Agency in the design effort (being done by Boyle Engineering), having done the feasibility report on the project and are acting as a special agent for the Agency in the design effort and the selection of a construction manager for the project.

Cawelo Water District / Chevron Kern River Water Pipeline

We are currently beginning the design of an eight-mile long water pipeline to transport water from the Kern River Oilfield to the Cawelo Water District. This 42" pipeline, for which we wrote the feasibility report, will be constructed beginning this fall and should conclude one year later.

We are working as a team with Cawelo Water District, Chevron and other design team members to accomplish the design and right of way procurement as quickly as possible. The biological work is being done by McCormick Environmental, the CEQA and permitting process by Quad-Knopf, the surveying by Advanced Geomatics, the geotechnical by Krazan Associates. We are coordinating the process as well as leading the design effort and our own team's effort - consisting of Aerial Photomapping, Flow Science, Far West Corrosion, and will hire a title company and appraisal company for the land procurement process. This is a fast-track project and construction will begin soon after the preliminary design report is completed this fall.

Cawelo Water District – Famoso Groundwater Banking Project

Construction of the first phase of this project will be completed around June of this year. We are currently working on the design of Phase 2. This project consists of a new canal turnout structure, improvement of about 1 mile of canal, a new canal weir structure, a new reservoir turnout structure with travelling water screens, three new pumping plants, a new overhead electrical

distribution system, new water wells, 1 mile of 60" pipeline, several miles of 30" to 18" distribution laterals (designed by another firm), and interconnections to existing District irrigation facilities, and about 600 acres of groundwater recharge facilities. The total project value is in excess of \$20 million. Phase 1 cost about \$8 million. The project is divided into three phases. Phase 1 of the project is on schedule and on cost.

Vaughn Water Company

Hageman No.2 Water Plant

This plant consists of a 2,400 gpm water well, 60,000 gallon stainless steel storage reservoir, and booster pumping plant. The facility is the fourth well to which we have applied ozone treatment for taste and odor control. This facility consists of the above-mentioned facilities together with an ozone generation and injection treatment facility. Additionally, this facility will have an air stripping operation to remove methane gas – which was discovered after the facility was completed. We have piloted the air stripping recently and it appears that it can be implemented with minor adjustments to the treatment process. The facility is PLC controlled and monitored, with the plant PLC interfacing with the ozone generator PLC to effect seamless operation of the ozone system with the pumping plant.

Palm No.2 Arsenic Treatment Full Scale Pilot Study

The Palm No. 2 well is a 30 year old well that was in compliance with arsenic concentrations until the new, lower mcl went into effect this January. We have contacted Basin Water and have arranged for a full scale (1,000 gpm) arsenic removal pilot to be run this summer. The system should be installed by June. The Basin system is an ion exchange system and is the technology that appears to have the best operational characteristics for this well. We have piloted a membrane system and are not convinced that it is the appropriate technology for this well.

Torrey Well GAC and Nitrate Sloughing Problem

The Torrey well is a 30 year old well that experienced DBCP problems several years ago. Nitrate concentrations are in the 30 mg/l range. We applied an Granular Activated Carbon treatment system to this well and it has operated successfully over the past dozen or so years. Last year we experienced high concentration of nitrate upon well start up and discovered that this problem is one we have in common with the City of Fresno, in that the nitrate will build up on the carbon and slough off the carbon upon start up – particularly if the well has been idle for a while. The solution was to install a continuous nitrate monitoring system and flush the well to a nearby drainage sump for the first few minutes of operation. This was determined by a pilot study that determined the concentration of nitrate upon start up after varying idle times. The program was designed in close coordination with the Department of Health Services, the Regional Water Quality Control Board and the County of Kern (operator of the drainage facility).

Nord No.2 Water Supply Plant

The Nord No.2 well was completed in early April and test pumping is under way. This well will have an ozone treatment system for taste and odor control. The planned capacity is 2,400 gpm and it should be on line sometime in early 2007.

Hageman Water Storage Facility and Booster Pumping Plant

We designed and provided construction monitoring services for this 2.7 million gallon AWWA D100 steel storage reservoir and 5,000 gpm booster pumping plant. The facility was completed in 1998. We also did a similar project for the City of Delano in 2002, combined with a 2,000 gpm well.

City of Porterville Water Supply Program

We have entered into an agreement with the City of Porterville to design four new water wells for the City's municipal water system. We have completed one well and it should be on line this month. A second well has been drilled and zone testing completed. The well will be cased within the next two months, followed by equipping the well, which should be completed by mid-summer. We have recently completed a study of the City's Airport water system and have provided topographic surveys for future pipeline alignments and a study of the hydraulic effects of the interconnection of the systems. We have also completed design of the City's effluent outfall system, wherein we designed modifications to the City's treated effluent pipeline to increase the capacity of the system and provide additional recharge area for the City's effluent disposal system. This included a flood study of an old (now bypassed) creek channel to determine the effects of placement of new recharge facilities within the old floodway, partially blocking the floodway.

Oildale Mutual Water Company

We recently completed the study of a new service area in which we will install Kern County's first dual water system, whereby irrigation water and water for fire fighting for new developments is supplied by a separate, parallel irrigation system. The domestic water is supplied by a system dedicated for in-house (including house-connected hose bibs) use only. The irrigation water will be supplied by water wells that will not be Title 22 – qualified, although the wells may produce water that is entirely acceptable for domestic use – depending on the location of well.

We will be implementing this system on the first new developments for this area this year.

We participated in writing Oildale Mutual's 2005 Urban Water Management Plan and maintain the system's hydraulic model.

City of McFarland

This firm provides engineering services for the City of McFarland Water Department, working under City Engineer, Boyle Engineering. This firm represented the McFarland Mutual

Water Company, which became the City of McFarland Water Department a few years ago. Recently we completed a new water supply well for the City. This well will require arsenic treatment and a system should be selected and implemented by the end of the year. We designed a 0.8 million gallon AWWA D100 water storage reservoir and 2,000 gpm booster pumping plant and provided construction monitoring and inspection services for this client in 1988.

Improvement District No.4 of the Kern County Water Agency

This firm designed a retrofit baffling system for I.D. 4's 6.8 million gallon Oswell Water Storage Reservoir together with a re-piping system that will improve the flow through capability of the reservoir and reduce the formation of THMs. This project should be starting late this spring.

Additionally we have recently completed the design of the ID 4 / Rosedale Rio Bravo WSD recharge / recovery project. This consists of about 2 miles of 18"- 48" pipeline that collects water from several wells operated by the Districts and conveys the water into the Cross Valley Canal of the Kern County Water Agency. A reinforced concrete inlet/outlet structure is designed to accomplish the interconnection to the Cross Valley Canal. This project should begin construction this fall.

We are assisting the District on permitting issues for a 60" pipeline crossing the Kern River. This is planned to be installed by the open cut method. 401, 404, and 1602 Permits are required for this project.

Chevron Inc. Water Supply Wells

This firm provides consulting services to Chevron, Inc. for construction and remediation of water supply wells in the Kern River Oil Field and the Lost Hills Oil Field. We oversee a well testing program that checks wells annually to determine if the pumping equipment is performing in accordance with expectations. This is an ongoing program to be proactive in identifying problems with wells and pumping equipment before a failure occurs.

We recently completed the Winnspear water supply well for the Kern River operation and this well is currently being developed and production tested.

City of Shafter

We provide design services for storage reservoirs and booster pumping plants for the City of Shafter, together with plan checking and parcel map/tract map checking services. We have designed two 0.8 million gallon AWWA D100 steel storage reservoirs with 3,000 gpm booster pumping plants for the City, together with consulting services for the City's design of a 2.0 million gallon steel storage reservoir that was disassembled at Henderson, Nevada and reconstructed in Shafter. This was combined with a 5,000 gpm pumping plant.

We also participated in writing the City's 2005 Urban Water Management Plan.

Municipality	Contact/Reference and Telephone Number	
Kern County Water Agency	Martin Varga, Assistant Manager - ID4 3200 Mirada Drive P.O. Box 58 Bakersfield, California 93302	(661) 634-1448
Cawelo Water District	Dave Ansolabehere, Engineer-Manager 17207 Industrial Farm Road Bakersfield, California 93308	(661) 393-6072
Vaughn Water Company	Mike Huhn, Company Manager 10014 Glenn Street Bakersfield, California 93312	(661) 589-2931
City of Porterville	Baldo Rodriguez, Public Works Director 191 North Main Street Porterville, California 93258	(559) 782-7462
Oildale Mutual Water Company	Doug Nunneley, Manager P.O. Box 5638 Bakersfield, California 93308	(661) 399-5516
City of McFarland	Ray Deleon, Public Works Director 401 West Kern Avenue McFarland, California 93250	(661) 792-3091
Chevron, Inc.	Ms. Leslie Klinchuch, R.G., Chg., C.G.W.P. Hydrogeologist 9525 Camino Media Bakersfield, California 93311	(661) 654-7668
City of Shafter	John Guinn, City Manager 336 Pacific Avenue Shafter, California 93263	(661) 746-6361
Golden Valley Carrot/Rio Bravo Tomato	Bill Harp - Harp and Associates 4221 Cannon Road Bakersfield, California 93312	(661) 393-0650