

TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL **B813**  
DATE: FEBRUARY 23, 2007

**AGENDA ITEM**  
**E-3**  
**FEB. 28, 2007**

**SUPPORT LOS III DESIGNATION FOR NIPOMO MESA WATER SUPPLY**

**ITEM**

Support Level of Severity III designation for Nipomo Mesa Management Area by SLO County Board of Supervisors [ADOPT RESOLUTION].

**BACKGROUND**

The SLO County Board of Supervisors on January 23, 2007 directed Count Staff to schedule a Board Hearing to consider certifying that water supply for the Nipomo Mesa Management Area (NMMA) is at a Level of Severity III within 120 days with prior review by the WRAC and the Planning Commission. Attached is a draft Resolution that supports this certification.

**RECOMMENDATION**

Staff believes that certification of LOS III for the NMMA is the valid descriptor of actual conditions and that such a designation underscores the importance of developing supplemental supply. Staff recommends that your Honorable Board consider adopting the attached resolution with or without edits and ordering forwarding the final resolution to the WRAC, the Planning Commission, and the Board of Supervisors.

**ATTACHMENTS –**

- DRAFT RESOLUTION

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**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2007-\_\_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
SUPPORTING THE CERTIFICATION OF A LEVEL OF SEVERITY III DESIGNATION  
FOR THE NIPOMO MESA MANAGEMENT AREA**

**WHEREAS**, District has reviewed and has on file at the District office a report titled “ *Nipomo Mesa Groundwater Resource Capacity Study, San Luis Obispo, California*” prepared by S.S. Papadopoulos, Inc. for the San Luis Obispo County Board of Supervisors. That report included following opinions and findings:

1. That groundwater pumping in the Nipomo Mesa area is in excess of the dependable yield. Since current and projected pumping beneath Nipomo Mesa exceeds inflow (natural recharge plus subsurface inflow), the Nipomo Mesa portion of the Santa Maria Groundwater Basin is currently in overdraft and projections of future demand indicate increasing overdraft.
2. DWR’s findings for groundwater beneath the Nipomo Mesa Area are consistent with the County’s Resource Management System Water Supply Criterion, Level of Severity III—existing demand equals or exceeds the dependable supply.
3. Management response to these findings could include increased use of recycled water, increased importation of supplemental water, implementation of additional conservation measures, and appropriate limits on development; and

**WHEREAS**, the District has reviewed and has on file a report titled Resource Capacity Study Water Supply Nipomo Mesa Area August 2004, prepared by the San Luis Obispo County Department of Planning and Building. Said report confirms that current water demand presently equals or exceeds the dependable yield of the Groundwater Basin and further concludes that in order to address the projected deficits a combination of conservation and additional supply totaling four thousand two hundred forty-nine (4,249) afy should be in place by the year 2010; and

**WHEREAS**, the District has reviewed and has on file the County of San Luis Obispo Environmental Impact Report (“EIR”) for the Summit Station Land Use Ordinance Amendment (“LUO”) where the County concludes that the additional draw of one hundred eleven (111) afy per year from the Groundwater Basin creates a cumulative, significant, unmitigable, unavoidable adverse impact on water resources; and

**WHEREAS**, the Local Agency Formation Commission (“LAFCO”) adopted Mitigation Measure W-2 from the Final Program EIR, regarding annexation within the District’s Sphere of Influence as follows:

**Mitigation W-2:** *Prior to approval by LAFCO of any annexation, the District shall complete negotiations for a supplemental water source outside the Nipomo Hydrologic Sub-Area and provide documentation that an agreement is in place to deliver such water by January 1, 2009. Documentation shall be consistent with Section 5, Step Two, Documenting Supply, of the SB610 Guidebook dated October 8, 2003. A Registered Professional Engineer specializing in water planning shall review and certify such documentation; and*

**WHEREAS**, resource protection goals of the South County Area Plan, Inland Area, include:

### **RESOURCE PROTECTION GOALS**

#### Environment

1. *Maintain and protect a living environment that is safe, healthful and pleasant for all residents by conserving non-renewable resources and replenishing renewable resources.*
2. *Balance the capacity for growth allowed by the Land Use Element with the sustained availability of resources.*

#### Population

6. *Provide for a sustainable rate of orderly development within the planned capacities of resources and services and the county’s and citizens’ financial ability to provide them.*

#### Public Services and Facilities

15. *Provide additional public resources, services and facilities to serve existing communities in sufficient time to avoid overburdening existing resources, services and facilities.*
16. *Avoid the use of public resources, services and facilities beyond their renewable capacities, and monitor new development to ensure that its resource demands will not exceed existing and planned capacities or service areas.*
17. *Finance the cost of additional services and facilities from those who benefit by providing for dedications, in-lieu fees or exactions, and*

**WHEREAS**, based on the above recitals, NCS D believes that a Level of Severity III designation accurately describes the status of water supplies for the Nipomo Mesa Management Area and that such a designation underscores the importance of developing supplemental water.

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

1. The Nipomo Community Services District Board of Directors expresses its support for adoption by the County of San Luis Obispo of a certification that water supply for the Nipomo Mesa Management Area (NMMA) are at a Level of Severity III (LOS III).
2. The Nipomo Community Services District Board of Directors urges the SLO County Water Resources Advisory Committee and the SLO County Planning Commission to recommend that the Board of Supervisors certify the LOS III designation for water supply for the NMMA.
3. The Nipomo Community Services District Board of Directors urges the SLO County Board of Supervisors to certify that water supply for the NMMA is at a LOS III.

Upon motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby passed and adopted this \_\_\_\_ day of February, 2007.

ATTEST:

\_\_\_\_\_  
MICHAEL WINN,  
President of the Board of Directors  
APPROVED:

\_\_\_\_\_  
DONNA K. JOHNSON  
Secretary to the Board

\_\_\_\_\_  
JON S. SEITZ  
District Legal Counsel

TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL *BEB*  
DATE: FEBRUARY 23, 2007

**AGENDA ITEM  
E-4  
FEB. 28, 2007**

**REVIEW OF BOARD BYLAWS**

**ITEM**

Consider adopting revisions to Board Bylaws [ADOPT RESOLUTION].

**BACKGROUND**

Your Honorable Board at your January 24, 2007 Meeting received a copy of the Board Bylaws and at your February 14, 2007 Meeting agreed on proposed edits for consideration at this meeting. Attached is District Legal Counsel's "Redlined" version highlighted the edits proposed at the February 14, 2007 Meeting, a resolution adopting the bylaws as edited and a clean copy of the Bylaws as edited.

**RECOMMENDATION**

Staff recommends that your Honorable Board discuss District Legal Counsel's redlined version; discuss any additional revisions; receive public feedback and then consider adopting the attached resolution.

**ATTACHMENTS –**

- REDLINED VERSION FROM DISTRICT LEGAL COUNSEL
- DRAFT RESOLUTION
- CLEAN VERSION OF BYLAWS AS AMENDED

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**NIPOMO COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTOR**  
**2007 UPDATE**  
**BY-LAWS**  
(ATTACHMENT "A" TO RESOLUTION 2007-\_\_\_\_)

**1. OFFICERS OF THE BOARD OF DIRECTORS**

- 1.1 The officers of the Board of Directors are the President and Vice President.
- 1.2 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/She shall have the same rights as the other Directors of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the President, the Vice President of the Board of Directors or his/her designee shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining Directors present shall select one of themselves to act as chairperson of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the last regular meeting of each calendar year.
- 1.5 The term of office for the President and Vice President of the Board shall commence on January 1 of the year immediately following their election.

**2. MEETINGS**

- 2.1 Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the Board Room at the District Office located at 148 South Wilson, Nipomo, CA. The Board of Directors reserves the right to cancel and/or designate other dates, places, and times for Director meetings due to scheduling conflicts and holidays.
- 2.2 Special Meetings.  
  
Special meetings may be called by the President or three (3) Directors with a minimum of twenty-four (24) hours public notice. Special meeting agenda shall be prepared and distributed pursuant to the procedures of the Brown Act by the General Manager or the Assistant Administrator in consultation with the President or in his or her absence, the Vice president or those Directors calling the meeting;
- 2.3 Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.
- 2.4 No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:
  - (a) Directors may briefly respond to statements or questions from the public;
  - (b) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting;
  - (c) A Director individually, or the Board by motion, may take action to direct staff to place a matter on a future agenda;
  - (d) Directors may make brief announcements or make a brief report on his/her own activities under the Director Comment portion of the Agenda.

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- 2.5 The President, or in his/her absence the Vice President (or his/her designee), shall be the presiding officer at District Board meetings. He/She shall conduct all meetings in a manner consistent with the policies of the District. He/She shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/She shall announce the Board's decision on all subjects. He/She shall vote on all questions and on roll call votes his/her name shall be called last.
- 2.6 Three (3) Directors of the Board shall constitute a quorum for the transaction of business. When a quorum is lacking for a regular, adjourned, or special meeting, the President, Vice President, or any Director shall adjourn such meeting; or, if no Director is present, the District Secretary shall adjourn the meeting.
- 2.7 Except as otherwise specifically provided by law, a majority vote of the total membership of the Board of Directors is required for the Board of Directors to take action.
- 2.8 A roll call vote shall be taken upon the passage of all ordinances and resolutions, and shall be entered in the minutes of the Board, showing those Directors voting aye, those voting no, those abstaining, those not voting because of a conflict of interest, and absent. A roll call vote shall be taken and recorded on any motion not passed unanimously by the Board. Silence shall be recorded as an affirmative vote.
- 2.9 Votes of abstention shall be counted as a no vote.
- 2.10 Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without disruptive noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.11 All video tape recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speakers podium once the meeting begins. The President retains the discretion to alter these guidelines, including the authority to require that all video tape recorders, still and/or motion picture cameras be located in the back of the room.

3. **AGENDAS**

- 3.1. The General Manager, in cooperation with the Board President, shall prepare the agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request an item to be placed on the regular meeting agenda no later than 4:30 p.m. one week prior to the meeting date. Such a request must be also submitted in writing either at the time of communication with the General Manager or delivered to the office within the next working day.
- 3.2 A block of 20 minutes time shall be set aside to receive general public comment. Comments on agendized items should be held until the appropriate item is called. Unless otherwise directed by the President, public comment shall be presented from the podium. The person giving public comment shall state his/her name and whether or not he/she lives within the District boundary prior to giving his/her comment. Public comment shall be directed to the President of the Board and limited to three minutes unless extended or shortened by the President at his/her discretion.
- 3.3 Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda". These items shall be approved, adopted, and accepted, etc. by one motion of the Board of Directors; for example, approval of Minutes, approval of Warrants, various Resolutions accepting

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developer improvements, minor budgetary items, status reports, and routine District operations.

- (a) Directors may request that any item listed under "Consent Agenda" be removed from the "Consent Agenda", and the Board will then take action separately on that item. Members of the public will be given an opportunity to comment on the "Consent Agenda"; however, only a member of the Board of Directors can remove an item from the "Consent Agenda". Items which are removed ("pulled") by Directors of the Board for discussion will typically be heard after other "Consent Agenda" items are approved unless a majority of the Board chooses an earlier or later time.
- (b) A Director may ask questions on any item on the "Consent Agenda". When a Director has a minor question for clarification concerning a consent item which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with the rest of the "Consent Agenda". Directors are encouraged to seek clarifications prior to the meeting if possible.
- (c) When a Director wishes to consider/"pull" an item simply to register a dissenting vote, an abstention or conflict of interest, the Director shall inform the presiding officer that he/she wishes to register a dissenting vote, an abstention or conflict of interest, on a particular item without discussion. The item will be handled along with the rest of the Consent Agenda, and the District Secretary shall register a "no" vote, an abstention or conflict of interest, in the minutes on the item identified by the Director.

**4. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES**

- 4.1 The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads;
- 4.2 The minutes of the Board of Directors shall record the aye and no votes taken by the members of the Board of Directors for the passage or denial of all ordinances, resolutions or motions. (61045(d))
- 4.3 The District Secretary shall be required to make a record only of such business as was actually considered by a vote of the Board and, except as provided in Sections 4.4 and 4.6 below, shall not be required to record any remarks of Directors or any other person;
- 4.4 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed. In addition, the minutes shall include brief summaries of public comment, the General Manager's report, matters of concern to District legal counsel, District committee reports, and Directors' reports. Materials submitted with such comments shall be appended to the minutes at the request of the General Manager, District Counsel, the Board President, or any Director.
- 4.5 The District Secretary shall attempt to record the names and general place of residence of persons addressing the Board, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter.

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- 4.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

5. **DIRECTORS**

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- 5.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors.
- 5.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole (61042(c)).
- 5.3 Information may be requested from staff or exchanged between Directors before meetings, within such limitations as required by the Brown Act. Information that is requested or exchanged shall be distributed through the General Manager, and all Directors will receive a copy of all information being distributed.
- 5.4 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 5.5 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not to create barriers to the implementation of said action.
- 5.6 Except during open and public meetings the use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the Directors to develop a collective concurrence as to action to be taken on an item by the Board of Directors is prohibited.

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- 5.7. Directors should not discourage other Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on the issue.

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- 5.8 Directors shall not be prohibited by action of the Board of Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on the issue.

6. **AUTHORITY OF DIRECTORS**

- 6.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.
- 6.2 Directors do not represent any fractional segment of the community but are, rather, a part of the body which represents and acts for the community as a whole.
- 6.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

7. **AUTHORITY OF THE GENERAL MANAGER**

The General Manager shall be responsible for all of the following:

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- 7.1. The implementation of the policies established by the Board of Directors for the operation of the District.
- 7.2. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
- 7.3. The supervision of the District's facilities and services.
- 7.4. The supervision of the District's finances.

**8. DIRECTOR GUIDELINES**

- 8.1. Directors, by making a request to the General Manager or Assistant Administrator, shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the General Manager or the Assistant Administrator cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, work loads, and priorities, then the General Manager or Assistant Administrator shall inform the individual Director why the information is not or cannot be made available.
- 8.2. In handling complaints from residents or property owners within the District, or other members of the public, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager for processing and the District's response, if any.
- 8.3. Directors, when seeking clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, should refer said concerns directly to the General Manager.
- 8.4. When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager or Assistant Administrator. The chain of command should be followed. If a Director concludes that a personnel issue is not being adequately addressed in this manner, he/she should refer it to the Board's personnel committee for further consideration, in accordance with District Personnel Policy.
- 8.5. Directors and General Manager should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.
- 8.6. When responding to constituent request and concerns, Directors should respond to individuals in a positive manner and route their questions to the General Manager, or in his/her absence, to the Assistant Administrator.
- 8.7. Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

**9. DIRECTOR COMPENSATION**

- 9.1. Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned or special meeting of the Board of Directors attended by him/her.
- 9.2. Each Director is authorized to receive fifty dollars (\$50.00) as a compensation for each standing committee or ad hoc committee meeting of the District attended by him/her.

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9.3 Each Directors is authorized to receive one hundred dollars (\$100) per day as compensation for representation of the District at a public meeting or public hearing conducted by another public agency and/or participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the member's participation at a Board of Director's meeting and the member delivers a written report to the Board of Directors at the District's next regular meeting regarding the member's participation.

9.4 In no event shall Director compensation exceed \$100 per day.

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9.5 Director compensation shall not exceed six full days in any one calendar month.

10.

**DIRECTOR REIMBURSEMENT**

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10.1 Each Director is entitled to reimbursement for their actual and necessary expenses, including the cost of programs and seminars, incurred in the performance of the duties required or authorized by the Board.

(a) It is the policy of the District to exercise prudence with respect to hotel/motel accommodations. It is also the policy of the District for Directors and staff to stay at the main hotel/motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible.

If lodging is in connection with a conference or organized education activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponser, provided that lodging at the group rate is available to the member of the Board of Directors at the time of booking. If the group rate is not available, the Director shall use lodging that is comparable with the group rate. Personal phone calls, room service, and other discretionary expenditures are not reimbursable.

(b) Members of the Board of Directors shall use government and group rates offered by a provider of transportation for travel when available. (53232.2(e). Directors using his/her private vehicle on District business, shall be compensated at the prevailing IRS per diem mileage rate.

(c) Any Director traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments and tips. The amount set for per diem shall be considered fair reimbursement. The per diem shall include \$10.00 for breakfast, \$10.00 for lunch, and \$20.00 for dinner, for a daily total of \$40.00.

(d) All travel and other expenses for District business, conferences, or seminars outside of the State of California shall require separate Board authorization, with specific accountability as to how the District shall benefit by such expenditure.

10.2 All expenses that do not fall within the reimbursement policy set forth in 10.1 above, shall be approved by the Board of Directors, at a public meeting, before the expense is incurred (53232.3(c)).

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- 10.3 Board members shall submit an expense report on the District form within ten (10) calendar days after incurring the expense. The expense report shall be accompanied by receipts documenting each expense except for per diem allowances (53232.3(d)).
- 10.4 Members of the Board of Directors shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the Board of Directors.

**11. COMMITTEES**

**11.1 Ad Hoc Committees**

The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

**11.2 Standing Committees**

- (a) The Board may create standing committees at its discretion. Standing committees shall be advisory committees to the Board of Directors and shall not commit the District to any policy, act or expenditure. Each standing committee may consider District-related issues, on a continuing basis, assigned to it by the Board of Directors. Members of the standing committees shall be appointed by the Board of Directors.
- (b) All standing committee meetings shall be conducted as public meetings in accordance with the Brown Act and Sections 2, 3 and 4 of these By-Laws. Summary notes for each meeting of each committee shall be forwarded to the NCSD Board of Directors as a public record.

**12. CORRESPONDENCE DISTRIBUTION POLICY**

Time permitting, the following letters and other documents shall be accumulated and delivered to the Board of Directors on Monday of each week and/or with agenda packet.

- 12.1 All letters approved by the Board of Directors and/or signed by the President on behalf of the District; and
- 12.2 All letters and other documents received by the District that are of District-wide concern, as determined by District staff.

**13. CONFLICTS AND RELATED POLICY**

State laws are in place which attempt to eliminate any action by a Director or the District which may reflect a conflict of interest. The purpose of such laws and regulations is to insure that all actions are taken in the public interest. Laws which regulate conflicts are very complicated. The following provides a brief policy summary of various conflict related laws. Directors are encouraged to consult with District Legal Counsel and/or the FPPC at 1-800-ASK-FPPC (1-800-275-3772), prior to the day of the meeting, if they have questions about a particular agenda item.

**13.1 Conflict of Interest**

Each Director is encouraged to review the District Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic

interest of the official, and the effect is distinguishable from the effect on the public generally. Additionally, the FPPC regulations relating to interests in real property have recently been changed. If the real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by decision, that interest is now deemed to be directly involved in the decision.

**13.2 Interest in Contracts, Government Codes Section 1090**

The prohibitions of Government Code Section 1090 provide that the Board of Directors may not contract with any business in which another Director has a financial interest.

**13.3 Incompatible Office**

The basic rule is that public policy requires that when the duties of two offices are repugnant or overlap so that their exercise may require contradictory or inconsistent action, to the detriment to the other public interest, their discharge by one person is incompatible with that interest. When a Director is sworn in for such a second office, he/she is simultaneously terminated from holding the first office.

**14. EVALUATION OF CONSULTANTS**

The District's legal counsel shall be evaluated by the Board of Directors annually during the months of May and June of each year. The District's consulting engineer shall be evaluated by the General Manager during the months of May and June of each year and reported to the Board of Directors during the month of July of each year.

**15. CONTINUING EDUCATION**

Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Subject to budgetary constraints, there is no limit to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

**16. BOARD BY-LAWS REVIEW POLICY**

**Subject to 3.1** the Board By-Laws Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action.

**17. RESTRICTIONS ON RULES**

The rules contained herein shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal laws.

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2007-\_\_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
ADOPTING AMENDED BY-LAWS (2007 UPDATE)**

**WHEREAS**, the Board of Directors of Nipomo Community Services District (District) is committed to providing excellence in legislative leadership; and

**WHEREAS**, the District is a member of the Special District Risk Management Authority (**SDRMA**); and

**WHEREAS**, **SDRMA** has adopted a Credit Incentive Program whereby the District can receive a one point credit for the adoption of Board Policies and Procedures (Director By-Laws); and

**WHEREAS**, the District can receive an annual one point credit for the annual review and re-adoption of the Director By-Laws; and

**WHEREAS**, Government Code §61054 provides that the Board of Directors shall adopt rules or bylaws for its proceedings; and

**WHEREAS**, on February 14, 2007, the District Board of Directors did review the District's previously adopted Board By-Laws and instructed Staff to return with an edited version for Board adoption.

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

1. The Nipomo Community Services District Board of Directors By-Laws (2006 update) attached hereto as Exhibit "A" are hereby approved and adopted.
2. All prior Director By-Laws, Resolutions and Policies of the District that are inconsistent with the Board of Director By-Laws (2006 update) attached hereto as Exhibit "A" are hereby repealed.

Upon motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby passed and adopted this \_\_\_\_ day of February, 2007.

\_\_\_\_\_  
**MICHAEL WINN,**  
President of the Board of Directors

ATTEST:

APPROVED:

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DONNA K. JOHNSON  
Secretary to the Board

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JON S. SEITZ  
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTOR**  
**2007 UPDATE**  
**BY-LAWS**  
**(ATTACHMENT "A" TO RESOLUTION 2007-\_\_\_\_)**

**1. OFFICERS OF THE BOARD OF DIRECTORS**

- 1.1 The officers of the Board of Directors are the President and Vice President.
- 1.2 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/She shall have the same rights as the other Directors of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the President, the Vice President of the Board of Directors or his/her designee shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining Directors present shall select one of themselves to act as chairperson of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the last regular meeting of each calendar year.
- 1.5 The term of office for the President and Vice President of the Board shall commence on January 1 of the year immediately following their election.

**2. MEETINGS**

- 2.1 Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the Board Room at the District Office located at 148 South Wilson, Nipomo, CA. The Board of Directors reserves the right to cancel and/or designate other dates, places, and times for Director meetings due to scheduling conflicts and holidays.
- 2.2 Special Meetings.  
Special meetings may be called by the President or three (3) Directors with a minimum of twenty-four (24) hours public notice. Special meeting agenda shall be prepared and distributed pursuant to the procedures of the Brown Act by the General Manager or the Assistant Administrator in consultation with the President or in his or her absence, the Vice president or those Directors calling the meeting;
- 2.3 Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.
- 2.4 No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:
  - (a) Directors may briefly respond to statements or questions from the public;
  - (b) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting;
  - (c) A Director individually, or the Board by motion, may take action to direct staff to place a matter on a future agenda;
  - (d) Directors may make brief announcements or make a brief report on his/her own activities under the Director Comment portion of the Agenda.



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- 2.5 The President, or in his/her absence the Vice President (or his/her designee), shall be the presiding officer at District Board meetings. He/She shall conduct all meetings in a manner consistent with the policies of the District. He/She shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/She shall announce the Board's decision on all subjects. He/She shall vote on all questions and on roll call votes his/her name shall be called last.
- 2.6 Three (3) Directors of the Board shall constitute a quorum for the transaction of business. When a quorum is lacking for a regular, adjourned, or special meeting, the President, Vice President, or any Director shall adjourn such meeting; or, if no Director is present, the District Secretary shall adjourn the meeting.
- 2.7 Except as otherwise specifically provided by law, a majority vote of the total membership of the Board of Directors is required for the Board of Directors to take action.
- 2.8 A roll call vote shall be taken upon the passage of all ordinances and resolutions, and shall be entered in the minutes of the Board, showing those Directors voting aye, those voting no, those abstaining, those not voting because of a conflict of interest, and absent. A roll call vote shall be taken and recorded on any motion not passed unanimously by the Board. Silence shall be recorded as an affirmative vote.
- 2.9 Votes of abstention shall be counted as a no vote.
- 2.10 Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without disruptive noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.11 All video tape recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speakers podium once the meeting begins. The President retains the discretion to alter these guidelines, including the authority to require that all video tape recorders, still and/or motion picture cameras be located in the back of the room.

**3. AGENDAS**

- 3.1. The General Manager, in cooperation with the Board President, shall prepare the agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request an item to be placed on the regular meeting agenda no later than 4:30 p.m. one week prior to the meeting date. Such a request must be also submitted in writing either at the time of communication with the General Manager or delivered to the office within the next working day.
- 3.2 A block of 20 minutes time shall be set aside to receive general public comment. Comments on agendized items should be held until the appropriate item is called. Unless otherwise directed by the President, public comment shall be presented from the podium. The person giving public comment shall state his/her name and whether or not he/she lives within the District boundary prior to giving his/her comment. Public comment shall be directed to the President of the Board and limited to three minutes unless extended or shortened by the President at his/her discretion.
- 3.3 Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda". These items shall be approved, adopted, and accepted, etc. by one motion of the Board of Directors; for example, approval of Minutes, approval of Warrants, various Resolutions accepting

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developer improvements, minor budgetary items, status reports, and routine District operations.

- (a) Directors may request that any item listed under "Consent Agenda" be removed from the "Consent Agenda", and the Board will then take action separately on that item. Members of the public will be given an opportunity to comment on the "Consent Agenda"; however, only a member of the Board of Directors can remove an item from the "Consent Agenda". Items which are removed ("pulled") by Directors of the Board for discussion will typically be heard after other "Consent Agenda" items are approved unless a majority of the Board chooses an earlier or later time.
- (b) A Director may ask questions on any item on the "Consent Agenda". When a Director has a minor question for clarification concerning a consent item which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with the rest of the "Consent Agenda". Directors are encouraged to seek clarifications prior to the meeting if possible.
- (c) When a Director wishes to consider/"pull" an item simply to register a dissenting vote, an abstention or conflict of interest, the Director shall inform the presiding officer that he/she wishes to register a dissenting vote, an abstention or conflict of interest, on a particular item without discussion. The item will be handled along with the rest of the Consent Agenda, and the District Secretary shall register a "no" vote, an abstention or conflict of interest, in the minutes on the item identified by the Director.

**4. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES**

- 4.1 The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads;
- 4.2 The minutes of the Board of Directors shall record the aye and no votes taken by the members of the Board of Directors for the passage or denial of all ordinances, resolutions or motions. (61045(d))
- 4.3 The District Secretary shall be required to make a record only of such business as was actually considered by a vote of the Board and, except as provided in Sections 4.4 and 4.6 below, shall not be required to record any remarks of Directors or any other person;
- 4.4 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed. In addition, the minutes shall include brief summaries of public comment, the General Manager's report, matters of concern to District legal counsel, District committee reports, and Directors' reports. Materials submitted with such comments shall be appended to the minutes at the request of the General Manager, District Counsel, the Board President, or any Director.
- 4.5 The District Secretary shall attempt to record the names and general place of residence of persons addressing the Board, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter.

- 4.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

5. **DIRECTORS**

- 5.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors.
- 5.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole (61042(c)).
- 5.3 Information may be requested from staff or exchanged between Directors before meetings, within such limitations as required by the Brown Act. Information that is requested or exchanged shall be distributed through the General Manager, and all Directors will receive a copy of all information being distributed.
- 5.4 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 5.5 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not to create barriers to the implementation of said action.
- 5.6 Except during open and public meetings the use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the Directors to develop a collective concurrence as to action to be taken on an item by the Board of Directors is prohibited.
- 5.7. Directors should not discourage other Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on the issue.
- 5.8 Directors shall not be prohibited by action of the Board of Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on the issue.

6. **AUTHORITY OF DIRECTORS**

- 6.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.
- 6.2 Directors do not represent any fractional segment of the community but are, rather, a part of the body which represents and acts for the community as a whole.
- 6.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

7. **AUTHORITY OF THE GENERAL MANAGER**

The General Manager shall be responsible for all of the following:

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- 7.1. The implementation of the policies established by the Board of Directors for the operation of the District.
- 7.2. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
- 7.3. The supervision of the District's facilities and services.
- 7.4. The supervision of the District's finances.

**8. DIRECTOR GUIDELINES**

- 8.1. Directors, by making a request to the General Manager or Assistant Administrator, shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the General Manager or the Assistant Administrator cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, work loads, and priorities, then the General Manager or Assistant Administrator shall inform the individual Director why the information is not or cannot be made available.
- 8.2. In handling complaints from residents or property owners within the District, or other members of the public, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager for processing and the District's response, if any.
- 8.3. Directors, when seeking clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, should refer said concerns directly to the General Manager.
- 8.4. When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager or Assistant Administrator. The chain of command should be followed. If a Director concludes that a personnel issue is not being adequately addressed in this manner, he/she should refer it to the Board's personnel committee for further consideration, in accordance with District Personnel Policy.
- 8.5. Directors and General Manager should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.
- 8.6. When responding to constituent request and concerns, Directors should respond to individuals in a positive manner and route their questions to the General Manager, or in his/her absence, to the Assistant Administrator.
- 8.7. Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

**9. DIRECTOR COMPENSATION**

- 9.1. Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned or special meeting of the Board of Directors attended by him/her.
- 9.2. Each Director is authorized to receive fifty dollars (\$50.00) as a compensation for each standing committee or ad hoc committee meeting of the District attended by him/her.

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- 9.3 Each Directors is authorized to receive one hundred dollars (\$100) per day as compensation for representation of the District at a public meeting or public hearing conducted by another public agency and/or participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the member's participation at a Board of Director's meeting and the member delivers a written report to the Board of Directors at the District's next regular meeting regarding the member's participation.
- 9.4 In no event shall Director compensation exceed \$100 per day.
- 9.5 Director compensation shall not exceed six full days in any one calendar month.

**10. DIRECTOR REIMBURSEMENT**

- 10.1 Each Director is entitled to reimbursement for their actual and necessary expenses, including the cost of programs and seminars, incurred in the performance of the duties required or authorized by the Board.
- (a) It is the policy of the District to exercise prudence with respect to hotel/motel accommodations. It is also the policy of the District for Directors and staff to stay at the main hotel/motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible.
- If lodging is in connection with a conference or organized education activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponser, provided that lodging at the group rate is available to the member of the Board of Directors at the time of booking. If the group rate is not available, the Director shall use lodging that is comparable with the group rate. Personal phone calls, room service, and other discretionary expenditures are not reimbursable.
- (b) Members of the Board of Directors shall use government and group rates offered by a provider of transportation for travel when available. (53232.2(e)). Directors using his/her private vehicle on District business, shall be compensated at the prevailing IRS per diem mileage rate.
- (c) Any Director traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments and tips. The amount set for per diem shall be considered fair reimbursement. The per diem shall include \$10.00 for breakfast, \$10.00 for lunch, and \$20.00 for dinner, for a daily total of \$40.00.
- (d) All travel and other expenses for District business, conferences, or seminars outside of the State of California shall require separate Board authorization, with specific accountability as to how the District shall benefit by such expenditure.
- 10.2 All expenses that do not fall within the reimbursement policy set forth in 10.1, above , shall be approved by the Board of Directors, at a public meeting, before the expense is incurred (53232.3(c)).

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- 10.3** Board members shall submit an expense report on the District form within ten (10) calendar days after incurring the expense. The expense report shall be accompanied by receipts documenting each expense except for per diem allowances (53232.3(d)).
- 10.4** Members of the Board of Directors shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the Board of Directors.

**11. COMMITTEES**

**11.1 Ad Hoc Committees**

The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

**11.2 Standing Committees**

- (a) The Board may create standing committees at its discretion. Standing committees shall be advisory committees to the Board of Directors and shall not commit the District to any policy, act or expenditure. Each standing committee may consider District-related issues, on a continuing basis, assigned to it by the Board of Directors. Members of the standing committees shall be appointed by the Board of Directors.
- (b) All standing committee meetings shall be conducted as public meetings in accordance with the Brown Act and Sections 2, 3 and 4 of these By-Laws. Summary notes for each meeting of each committee shall be forwarded to the NCSB Board of Directors as a public record.

**12. CORRESPONDENCE DISTRIBUTION POLICY**

Time permitting, the following letters and other documents shall be accumulated and delivered to the Board of Directors on Monday of each week and/or with agenda packet.

- 12.1** All letters approved by the Board of Directors and/or signed by the President on behalf of the District; and
- 12.2** All letters and other documents received by the District that are of District-wide concern, as determined by District staff.

**13. CONFLICTS AND RELATED POLICY**

State laws are in place which attempt to eliminate any action by a Director or the District which may reflect a conflict of interest. The purpose of such laws and regulations is to insure that all actions are taken in the public interest. Laws which regulate conflicts are very complicated. The following provides a brief policy summary of various conflict related laws. Directors are encouraged to consult with District Legal Counsel and/or the FPPC at 1-800-ASK-FPPC (1-800-275-3772), prior to the day of the meeting, if they have questions about a particular agenda item.

**13.1 Conflict of Interest**

Each Director is encouraged to review the District Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic

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interest of the official, and the effect is distinguishable from the effect on the public generally. Additionally, the FPPC regulations relating to interests in real property have recently been changed. If the real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by decision, that interest is now deemed to be directly involved in the decision.

**13.2 Interest in Contracts, Government Codes Section 1090**

The prohibitions of Government Code Section 1090 provide that the Board of Directors may not contract with any business in which another Director has a financial interest.

**13.3 Incompatible Office**

The basic rule is that public policy requires that when the duties of two offices are repugnant or overlap so that their exercise may require contradictory or inconsistent action, to the detriment to the other public interest, their discharge by one person is incompatible with that interest. When a Director is sworn in for such a second office, he/she is simultaneously terminated from holding the first office.

**14. EVALUATION OF CONSULTANTS**

The District's legal counsel shall be evaluated by the Board of Directors annually during the months of May and June of each year. The District's consulting engineer shall be evaluated by the General Manager during the months of May and June of each year and reported to the Board of Directors during the month of July of each year.

**15. CONTINUING EDUCATION**


Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Subject to budgetary constraints, there is no limit to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

**16. BOARD BY-LAWS REVIEW POLICY**

**Subject to 3.1** the Board By-Laws Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action.

**17. RESTRICTIONS ON RULES**

The rules contained herein shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal laws.

TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL   
DATE: FEBRUARY 23, 2007

**AGENDA ITEM**  
**E-5**  
**FEB. 28, 2007**

**CONSIDER EMPLOYMENT AGREEMENT WITH BUTCH SIMMONS**

**ITEM**

Consider execution of six month employment agreement with Butch Simmons starting May 11, 2007 [ADOPT RECOMMENDATION].

**BACKGROUND**

Your Honorable Board in October 2006 authorized recruitment of a new Utility Field Foreman to replace Butch Simmons, who is scheduled to retire on May 10, 2007. Staff recruited for the position at the old salary scale but no applicant applied. At the same time, Koff and Associates completed the initial salary survey and submitted a draft classification study recommending division of the Utility Field Foreman position two positions – Utility Field Supervisor and Inspector/Maintenance Supervisor. Koff has yet to prepare the salary survey for the two proposed positions. In light of these changes, the uncertainty regarding compensation and the importance of having a fully trained incumbent, staff negotiated with Butch Simmons to determine if Mr. Simmons would stay beyond his retirement date on a contract basis. Mr. Simmons indicated he would but only if his salary was increased by \$1,000 per month over the salary he otherwise would have earned had he not retired. Staff presented Mr. Simmons request to the Finance, Audit and Personnel Committee at the Committee's 1/31/07 Meeting and the Committee unanimously recommended that the Board approve a six month agreement with the requested compensation (see attached minutes).

Also attached is a draft employment agreement. As set forth in the draft agreement, the District would pay Mr. Simmons a salary of \$5,580 per month from May 11, 2007 to June 30, 2007 and a salary of \$5,735 per month plus COLA from July 1, 2007 through November 10, 2007 plus normal benefits. The total compensation during this six month period would be approximately \$8,000 more than the District would pay if Mr. Simmons were a regular employee.

**RECOMMENDATION**

Staff believes that this position is critical and that a vacancy in this position would seriously limit the Utility Department's ability to perform. Thus, staff recommends that your Honorable Board authorize execution of the draft agreement. Should your Honorable Board not wish to authorize execution of an agreement, staff requests authorization to bring back proposal for contract inspection services until a new inspector can be hired.

**ATTACHMENTS –**

- 1/31/07 FAPAC MEETING MINUTES
- DRAFT EMPLOYMENT AGREEMENT.





# NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET  
POST OFFICE BOX 326  
NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932  
Web site address [www.ncsd.ca.gov](http://www.ncsd.ca.gov)

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## MINUTES OF THE 1/31/07 MEETING OF THE FINANCE, AUDIT AND PERSONNEL COMMITTEE

### 1. CALL TO ORDER, ROLL CALL AND FLAG SALUTE

Chairman Vierheilg called the Special Meeting to order at 12:00 pm in the NCSD Board Chambers. Both Chairman Vierheilg and Director Trotter were in attendance along with staff members Bruce Buel, Lisa Bognuda and Dan Migliazzo. There were no members of the public present during the meeting.

Chairman Vierheilg suggested that Item 6 be discussed out of order. Director Trotter was in agreement to hear Item 6 first.

### 6. STATUS REPORT ON RECRUITMENTS

Bruce Buel reported that the recruitment was successful for the temporary Assistant to the General Manager. Faith Watkins began work on January 26, 2007. The recruitment for a Water Conservation/Public Information Specialist is in process. Applications close on March 2, 2007. The application period for District Engineer closed on January 5, 2007. NCSD received one application and the candidate is going to be interviewed on Friday, February 2, 2007. The recruitment for a Utility Foreman last fall was unsuccessful-NCSD did not receive any applications. Bruce Buel stated that the Classification Study is in process and may have an impact on how staff should proceed with the recruitment process for a new Utility Foreman.

Butch Simmons, our current Utility Foreman, plans on retiring on May 10, 2007. He is, however, willing to continue to work for NCSD for up to a maximum of one year at an increased compensation of \$1,000 a month over and above his current salary. Dan Migliazzo, Utility Supervisor, handed the Committee a letter stating his reasons for supporting Mr. Simmon's proposal. Dan also discussed his reasons with the Committee. Lisa Bognuda, Assistant Administrator, stated that this proposal would not be fair and is unequitable to the other employees and may encourage these requests in the future.

Upon motion of Director Trotter and seconded by Chairman Vierheilg, the Committee recommends to the Board of Directors that they approve a six month contract beginning on May 11, 2007 with Butch Simmons which includes a \$1,000 per month salary increase. The contract shall have a definite ending date.

**MINUTES OF THE 1/31/07 MEETING OF THE  
FINANCE, AUDIT AND PERSONNEL COMMITTEE  
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**2. REVIEW PROPOSED FISCAL YEAR 2007-2008 BUDGET TIME LINE**

Lisa Bognuda reviewed the proposed budget time line. Director Trotter felt the public hearing and adoption should not be on the same date. It was recommended that the public hearing be held on June 13 and the adoption be held at a Special Meeting on June 20. A date for the Kick Off meeting with the Finance Committee was set for March 7 at 9:00 a.m. The Finance Committee will meet again on April 18 at 9:00 a.m. The Study Session with the Board of Directors will be May 30 at 9:00 a.m.

**3. REVIEW AUDIT PROPOSALS FOR 3 YEAR AUDIT ENGAGEMENT**

The District received three audit proposals from the following firms:

Crosby & Cindrich	\$8,000 2006-2007
	\$8,000 + CPI 2007-2008
	\$8,000 + CPI 2008-2009
Glenn, Burdette, Phillips & Bryson	\$12,100 2006-2007
	\$12,500 2007-2008
	\$12,950 2008-2009
Barbich, Longcrier Hooper & King	\$14,525 each year

Chairman Vierheilg spoke with Gina at Oceano CSD and she gave Crosby & Cindrich a high recommendation. Bruce Buel also stated that he had worked with Crosby & Cindrich in the past and was pleased with their work. Upon motion by Director Trotter and seconded by Chairman Vierheilg, the Committee unanimously agreed to recommend the firm of Crosby & Cindrich to the Board of Directors.

**4. REVIEW LONG TERM EMPLOYEE ENTITLEMENTS**

Bruce Buel reviewed the post-retirement health care benefits for employees hired by the District prior to December 14, 2005 and those hired after December 14, 2005. The Committee agreed that the post-retirement health care benefits are grandfathered in for current employees based on their hire date. The Committee agreed to refer this matter to District Legal Counsel, Jon Seitz, to review alternatives for employees hired in the future.

**5. REVIEW OF GENERAL MANAGER PERFORMANCE EVALUATION FORM**

The Committee reviewed the draft General Manager Performance Evaluation Form. Director Trotter asked that edits be made and that spaces be added for the Board Members to write their comments. After the modifications are made, the Committee directed Staff to circulate the form to the Board of Directors. The Committee also agreed to review the Performance Evaluation Form that is in NCSO Personnel Policies and Procedures Manual and modify, as needed. The Committee will bring this back for consideration at a future meeting.

**7. SET NEXT MEETING**

The next meeting of the Finance, Audit and Personnel Committee will be on Wednesday, March 7, 2007, at 9:00 a.m.

**Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444**

**TEMPORARY  
CONTRACT OF EMPLOYMENT**

Exhibit "A" – Job description

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "District"), and Tolbert "Butch" Simmons, an individual (hereinafter referred to as "Contract Employee") with reference to the following Recitals:

**RECITALS**

- A. Employee will retire from the District effective close of business, May 10, 2007.
- B. District has the need for a temporary Contract employee to perform a variety of services for a six (6) month period, under supervision of the District's Utility Supervisor and, in his/her absence, the District's General Manager as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.
- C. Contract Employee desires to enter into an employment relationship as a Contract Employee with the District.
- D. The purpose of this Contract is to define the employment relationship of Contract Employee and the District during the term of this Contract.

**WHEREAS**, Contract Employee represents that he is competent and qualified to perform the services required by this Contract.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Duties: Pursuant to this contract, Contract Employee shall provide to the District the services identified in Exhibit "A" attached hereto and incorporated by reference. Contract Employee shall perform said services under the supervision and control of the District's Utilities Supervisor and, in his/her absence, the District's General Manager.

2. Salary: Contract Employee shall be compensated as follows:
  - A. Salary: District agrees to pay Contract Employee, for his services rendered hereto as follows:
    - A salary of five thousand five hundred eighty dollars (\$5,580) per month from May 11, 2007 through June 30, 2007, payable in equal installments, with standard payroll deductions, at the same time as other District employees are paid.
    - A salary of five thousand seven hundred thirty-five dollars (\$5,735) per month from July 1, 2007 through November 10, 2007 plus the same COLA awarded to staff, payable in equal installments, with standard payroll deductions, at the same time as other District employees are paid.
  - B. Standby. Contract Employee shall receive standby and call out pay in accordance with District policy.
  - C. Overtime: Except as provided in subparagraph B (Standby), Contract Employee shall not exceed 40 hours per week without the prior consent of the District Utility Supervisor and in his/her absence, the District General Manager.
  - D. Payment for Work Done in Excess of 40 Hours Per Week: The position is not exempt from FLSA overtime pay requirements. Contract Employee shall be paid at one and one-half times the hourly rate for time worked in excess of 40 hours per week. Overtime work must be pre-approved by the Utility Supervisor and/or the General Manager.
3. Employment Status: Contract Employee understands and agrees that the terms of his/her employment is governed only by this Contract and that no right of regular employment is created hereby, that he/she does not hold a position in any department or office of the District, and that his/her service to the District under this Contract is that of a Contract Employee.
4. Warranty of Contract Employee. Contract Employee warrants that he is capable of performing the services described in Exhibit "A".
5. Term of Contract: This Contract shall take effect on May 11, 2007 ("Commencement Date") and shall remain in effect until close of business on November 10, 2007, ("approximately six (6) months from the "Commencement Date") subject to the following provisions:
  - A. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of District to terminate the services of Contract Employee at

any time subject only to the provisions of paragraphs 6 or 7 of this Contract.

- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Contract Employee to resign at any time from his position with District subject only to the notice provisions of Section 6 of this Contract.
6. Termination of Contract for Convenience. Either the Utility Supervisor or the District General Manager, on behalf of the District, or Contract Employee may terminate this Contract at any time by giving to the other party seven (7) calendar days written notice of such termination, specifying the effective date of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event this Contract is terminated by District for convenience, Contract Employee shall receive a lump sum cash payment ("Severance Pay") equal to forty (40) hours of wages less all applicable withholdings and deductions.
7. Termination of Contract for Cause. The Utility Supervisor or the District General Manager (without District Board of Director approval) has the right to terminate this Contract without notice, for good cause ("Cause"). Good cause shall include, but is not necessarily limited to the following:
- (a) Failure to perform his or her duties to the satisfaction of the Utility Supervisor;
  - (b) Failure to fulfill in a timely and professional manner his or her obligations under this Contract;
  - (c) Incapacity due to mental or permanent physical disability rendering the Contract Employee unable to perform job duties;
  - (d) Conduct likely to bring discredit or embarrassment to the District;
  - (e) Conviction of a felony.
  - (f) Tardy to work.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contract Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination.

If this Contract is terminated by District for Cause and it is later determined that the termination was wrongful, such termination automatically shall be converted and treated as a Termination for Convenience under Section 6, above, and Contract Employee shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

8. Working Hours. Contract Employee shall report to work at 7:00 a.m. at the District Office located at 509 Southland Street, Nipomo, California. The District's normal working day ends at 3:30 p.m.
9. Benefits: Contract Employee shall be eligible for the following benefits:
  - A. Health insurance benefits at the same rate as other District regular employees during the term of this Contract.
  - B. Other benefits at the same rates as are provided to other District employees including retirement.
10. Vacation and Sick Leave:
  - A. During the term of this Contract, Contract Employee shall accrue and have credited to his personal account 6.5 hours of vacation time per pay period.
  - B. During the term of this Contract, Contract Employee shall accrue and have credited to his personal account 3.69 hours of sick leave per pay period.
  - C. Contract Employee may take, subject to the District's Policies and Procedures related to utility workers, the same holidays as other Utility Department employees.
11. Non-Assignment of Contract: This Contract is intended to secure the individual services of the Contract Employee and thus Contract Employee shall not assign, transfer, delegate, or sublet this Contract or any interest herein without the prior written consent of District, which consent shall be in District's sole and absolute discretion, and any such assignment, transfer, delegation, or sublet without the District's prior written consent shall be considered null and void.
12. Covenant: This Contract has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the Nipomo Community Services District, County of San Luis Obispo, and the County shall be that venue for any action, or proceeding that that may be brought, or arise out of, in connection with, or by reason of this Contract.
13. Enforceability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full

force and effect and shall in no way be affected, impaired or invalidated thereby.

14. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.
15. Conflict of Interest: Contract Employee agrees that during the term of this Contract, he/she will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Contract Employee's ability to perform the duties described in this Contract.
16. Entire Contract and Modification: This Contract constitutes the entire understanding of the parties hereto. This Contract supersedes any previous contracts, employment relationships, Contracts, negotiations or understandings, whether written or oral, between the parties. Contract Employee shall be entitled to no other benefits than those specified herein, and Contract Employee acknowledges that no representation, inducements or promises not contained in this Contract have been made to Contract Employee to induce Contract Employee to enter into this Contract. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Contract Employee specifically acknowledges that in entering into and executing this Contract, Contract Employee relies solely upon the provision contained in this Contract and no others.
17. Automobile Insurance. During the Contract Term, Contract Employee shall maintain automobile insurance on personal vehicles. Proof of insurance shall be lodged with the District.
18. District Policies. The following District Policies apply to Contract Employee:
  - a) Safety
  - b) Use of District Vehicles and Property
  - c) Electronic Mail/Internet Use
  - d) Appearance and Conduct
  - e) Substance Abuse
  - f) Sexual Harassment
  - g) Harassment
  - h) Fitness for Duty
  - i) Workplace Violence
  - j) The Policies and Procedures of the District's Utility Operations Department that are not in conflict with this Employment Contract.

k) Standby and Callout Pay

19. Miscellaneous.

- A. The District may set such other terms and conditions of employment as it may determine from time to time, relating to the duties of the position of Utility Field Foreman, providing such terms and conditions are not in conflict with the provisions of this Contract, or any state or local law.
- B. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- C. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.
- D. The terms of this Contract are intended by the parties as the final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.
- E. In the event of Contract Employee's death, Contract Employee's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid, and (b) payment for any accrued vacation and the same portion of unused sick leave as prescribed for regular employees. Employee and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.
- F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors.



This Contract shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

- G. The Recitals are true and correct. Said recitals are incorporated into this Contract as though set forth at length.

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

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

\_\_\_\_\_  
Tolbert "Butch" Simmons, Contract Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce Buel, District General Manager  
Nipomo Community Services District

\_\_\_\_\_  
Date

**7050 - UTILITY FIELD FOREMAN**

**1. DEFINITION**

Under direction of the Utility Supervisor, plans, directs and reviews the work of a crew of systems operators; performs the full range of duties required to operate and maintain water production, treatment and related distribution equipment and facilities and operate and maintain wastewater collection and treatment facilities; acts as the Utility Supervisor in his/her absence; performs related work as assigned.

**CLASS CHARACTERISTICS**

Foreman shall be fully competent to operate and maintain a variety of equipment and facilities required to produce and distribute potable water and collect, treat and dispose of waste water for District residents. Responsibilities also include performing the full range of systems operations work, including being available for stand-by and off-hours emergency work.

**EXAMPLES OF DUTIES (Illustrative Only)**

- A. Assures that District operating and safety procedures are observed; participates in safety meetings and accident reviews
- B. Assists in the preparation of and participates in work schedules, including water and wastewater sampling, meter reading and equipment maintenance schedules; prepares daily work assignments based upon operational and customer needs
- C. Troubleshoots equipment and process problems; determines materials, parts and contract or in-house staff requirements; assures that work is performed in accordance with District standards
- D. Inspects construction and/or repair work performed by outside contractors to assure conformance to standard specifications
- E. Reviews records of equipment operation, chemical and biological testing results and process control to make recommendations to the Utility Supervisor on process and procedural modifications and assure compliance with applicable rules and regulations
- F. Assists in the preparation of a variety of periodic and special reports for submission to District management and regulatory agencies; represents the District in contacts with other agencies, public and private groups and customers
- G. Develops and recommends changes to equipment, policies and procedures to maintain compliance with laws and regulations and effective system performance
- H. Performs the full range of systems operations activities, including:

- 1) Inspecting and recording activities of plant operations and remote pumping and storage equipment and facilities on a regularly scheduled basis;
  - 2) Reviewing and analyzing automated information and control system data and revising equipment settings as appropriate;
  - 3) Taking samples of potable water and wastewater influent and effluent, performing standardized tests and adjusting chemical feed and other equipment accordingly, maintaining a work relationship with the contract commercial laboratory;
  - 4) Inspecting, troubleshooting and performing scheduled and unscheduled maintenance and repairs to pumps, valves, underground and above-ground piping systems, chemical feeders and related equipment as required
  - 5) Performing semi-skilled maintenance and repair on electrical and electronic equipment; operating small and medium sized construction in the course of the work and driving a variety of motor vehicles
  - 6) Dealing with difficult customer service problems
  - 7) Using a variety of and performing maintenance to a variety of hand and power tools and mobile equipment
- I. Is available for stand-by calls; responds to emergencies in off hours as scheduled.

#### **EMPLOYMENT STANDARDS**

Knowledge of:

- A. Principles and practices of employee supervision, including work planning, direction, review and evaluation
- B. The operation and maintenance of potable water production, treatment and distribution facilities and equipment
- C. The operation and maintenance of wastewater collection and treatment facilities
- D. The operation and maintenance of underground piping systems, including pipes, valves and relation appurtenances
- E. The operation, servicing and minor maintenance of a variety of vehicles and mobile equipment
- F. Tools and equipment required for the work
- G. Safety equipment and practices related to the work, including the handling and storage of hazardous chemicals

- H. Applicable laws, codes and regulations
- I. Standard laboratory tests related to the treatment of water
- J. Mechanical, electrical, electronic and hydraulic principles
- K. Computer applications related to the work

Skill in:

- A. Planning, directing, reviewing and evaluating the work of a small staff
- B. Training staff in work procedures
- C. Developing and implementing work procedures to meet laws and regulations
- D. Maintaining accurate records and preparing accurate reports and clear and concise correspondence
- E. Operating, maintaining and repairing a variety of water production, treatment and distribution equipment and facilities and wastewater collection and treatment facilities
- F. Using and maintaining the tools and equipment of the work skillfully and safety
- G. Performing semi-skilled craft work in the electrical, electronic, carpentry, mechanical and painting trades
- H. Performing standardized tests of water and wastewater
- I. Handling hazardous chemicals in accordance with appropriate Materials Safety Data Sheets
- J. Working independently within established procedural guidelines
- K. Identifying customer problems and resolving them in an effective manner
- L. Establishing and maintaining effective working relationships with those contacted in the course of the work

Physical Characteristics:

- A. Vision to read gauges, meters, computer screens, instruction manuals and to operate a motor vehicle
- B. Hearing to interact in person, on the telephone and over a radio
- C. Strength to lift and move equipment and tools weighing up to 80 pounds with proper equipment
- D. Stamina to do heavy physical work

- E. Mobility to inspect various work sites, work in confined spaces and climb ladders
- F. Ability to wear self-contained breathing equipment

Working Conditions:

- A. Must work out of doors in all weather conditions.
- B. Must be available for regularly scheduled stand-by, off-hours shifts and emergency call-out.
- C. Must be able to arrive at District facilities within 30 minutes from the time an initial call-back notification.

License and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record. Specified assignments and/or equipment may require possession of a class B driver's license.
- B. Must possess a California Grade D-3 Distribution Operator certificate.
- C. Must possess a California Grade I Wastewater Treatment Plant Operator certificate.

Education and Experience:

High school graduation or equivalent and four years of experience in the operation and maintenance of water production, treatment and distribution facilities and equipment and wastewater collection and treatment facilities.

TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL *BB*  
DATE: FEBRUARY 23, 2007

**AGENDA ITEM**  
**F**  
**FEB. 28, 2007**

**MANAGER'S REPORT**

**ITEM**

Standing report to your Honorable Board --*Period covered by this report February 10, 2007 through February 23, 2007*

**DISTRICT BUSINESS**

**Administrative**

Staff made a job offer to the one applicant for the District Engineer Position, however, that individual declined to accept the position. Staff has re-advertised on an "open until filled" basis.

Staff has advertised for the Water Conservation Coordinator's job with a filing deadline of March 2, 2007. Staff has received two applications thus far.

Staff has purchased a digital camera for the office.

Staff received one Parks Survey Proposal and the Parks Committee is scheduled to consider that proposal at its February 26, 2007 Committee Meeting.

**Safety Program**

No injury reports during the period.

**Project Activity**

See attached Projects Update.

**Conservation Program Activities**

Staff has been working with the Conservation Committee on the Emergency Shortage Ordinance.

**RECOMMENDATION**

Staff seeks direction and input from your Honorable Board.

**ATTACHMENTS –**

- Projects Update

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# NIPOMO COMMUNITY SERVICES DISTRICT

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## MEMORANDUM

**TO:** HONORABLE BOARD  
**FROM:** BRUCE BUEL  
**DATE:** FEBRUARY 23, 2007  
**RE:** PROJECTS UPDATE – 2/7/07 to 2/21/07

Following is a narrative describing the status and progress on projects that office and field staff has worked on from 2/7/07 through 2/21/07. Additionally, this Update includes a section on Projects Completed, a section on Environmental Review Task Orders issued; a section on Small Construction Work Orders issued a section on new water allocations approved, a section on parks related activities, and a section on the Waterline Intertie Project fiscal activity.

### I. PROJECTS UPDATE

#### NCSD Water Intertie Project –

- This project is in back to the concept formulation stage with the December 6, 2006 Board Action to suspend activity on the Santa Maria Waterline Intertie Project.
- Your Honorable Board on December 13, 2006 authorized Boyle Engineering to develop an analysis of alternate water supply options. The formal agreement for this work has been executed. Staff and Boyle have scheduled a kick off meeting to initiate the study and Boyle provided an update to the Board on January 10, 2007.
- The Board is scheduled to receive an update from Boyle on February 14, 2007 and to set a presentation on Desalination Technology for March 21, 2007.
- The Water Project Design & Construction Standing Committee held a Special Meeting on Wednesday November 29, 2006 at the NCSD Office to discuss Boyle's WIP Pre-Design Technical Memorandum.

- Staff and Director Winn have conducted two meetings with Rick Sweet of the City of Santa Maria to discuss alternate water supply options.

#### **Southland WWTF Upgrade Project –**

- Phase I of this project is complete (responding to the RWQCB's Notice of Violation). Phase II is in process (considering logical upgrades to the WWTF and to the adjacent collection system).
- The Board on July 26, 2006 the Board authorized the President to execute the agreement for the Phase II work.
- Boyle Engineering submitted its Draft Southland WWTF Master Plan on February 20, 2007 and made a presentation to the Board on February 21, 2007.
- Your Honorable Board has agreed to hold a workshop on March 21, 2007 to consider adopting the Master Plan.

#### **Southland Shop Upgrades –**

- This Project is at the Design Phase with staff securing a quote from the architect for completion of all services necessary for award of construction bids.
- The Board on July 26, 2006 Board selected the "Preferred Project" for environmental review of enlarging the shop and reorganizing the site.
- Staff circulated a Notice of Availability of the IS/MND on October 23, 2006 and posted and published notice. Your Honorable Board adopted a mitigated negative declaration at your January 24, 2007 Board Meeting.
- Staff expects to present a design services proposal to your Honorable Board at your March 14, 2007 Board Meeting.

#### **Hetrick Road Waterline Upgrade –**

- This project is substantially complete with Papich construction installing the entire water line in January. Papich still needs to complete the two tie-ins and resolve one conflict with a gas line.
- Staff advertised for bids in September and opened bids on October 17, 2006. Staff presented bids to your Honorable Board at the October 25, 2006 Board Meeting. Your Honorable Board awarded the Bid to Papich construction.



- Your Board on October 25, 2006 also authorized Boyle Engineering to provide Engineering Services During Construction. Boyle is now working with Ground Up Design on review of the tie-ins and the gas line conflict.
- Papich is expected to complete all work on the project in February 2007. Staff expects to bring a Notice of Acceptance to your Honorable Board in March.

#### **Blacklake Pump Station Upgrade –**

- Boyle Engineering presented its Preliminary Design to your Honorable Board at your October 25, 2006 Board Meeting. Your honorable Board forwarded the Design to the Blacklake Community and formed a Board committee to interact with the Blacklake Community on options. Staff provided an update on this matter to your Honorable Board on December 13, 2006 and January 14, 2007.
- Your Honorable Board on November 8, 2006 retained Dee Jaspar to provide a peer review of the Boyle Design. Dee Jaspar has initiated his peer review and he submitted an administrative draft of his report in January. Staff expects to present his final report to your Board at your February 28, 2007 Meeting.
- Your Honorable Board on December 13, 2006 retained Boyle Engineering to prepare a report comparing the cost of upgrading the Blacklake System with the cost of merging the Blacklake System with the Town System. Boyle submitted an administrative draft of their report on February 2, 2007. Staff expects to present the final version of the Boyle report to your Board at your February 28, 2007 Meeting.
- It is staff's understanding that Blacklake has formed its own committee and your Honorable Board appointed Director Trotter to coordinate with this committee at your January 14, 2007 Board Meeting.
- The old Booster station is now off-line and the District is supplying 100% of Blacklake's demand from the Town system through the inter-tie.

#### **Frontage Road Relocation/Tefft Corridor Design Standards –**

- The County is the lead agency on this project, which is in its concept phase with no defined timeline for completion.
- King Ventures and Shapiro have proposed to realign Frontage from Hill Street to Grande Street as part of their respective development proposals. EDA on behalf of the two parties submitted a draft set of plans and profiles to County Public Works last fall. The County and Caltrans have reviewed these initial plans and responded with

redlines, but additional discussions are necessary to determine the exact alignment and to deal with reconfiguration of the Southbound off-ramp and drainage.

- Staff has also met with a representative of EDA regarding the proposed extension of Mary South from West Tefft Street to Hill Street and the reconfiguration of Hill Street from the new intersection of Mary down to the realigned segment of Frontage.
- Staff met with Dale Ramey of County Public Works on August 17, 2006 to discuss the County's timing and design concepts. Mr. Ramey indicated that he expected that the extension of Mary to Hill would be completed by spring 2008.

#### **Telemetry and Control (SCADA)–**

- The Telemetry and Control System is functioning with all water storage reservoirs, ten wells, 12 lift stations, both WWTFs, the Blacklake Blower Building, and the Blacklake Connection connected. The Board on May 10, 2006 accepted the system and authorized staff to close out the development agreement with the contractor.
- Staff still needs to integrate additional facilities and start using the data capabilities of the software to gather data. Staff has retained Juan Anderson of Cannon and Associates to add in these upgrades.

#### **Geographic Information System (Geo-Viewer)**

- The GIS System is functioning with data attributes available for most layers in most of the District's Service Area.
- Staff is still adding data and attempting to rectify features to the actual geography.

#### **Basin Groundwater Monitoring-**

- Staff has fully executed the agreement with the consultant (SAIC) and conducted a kick off meeting with Bob Beeby on August 1, 2006. Bob Beeby has submitted his request for data and staff is assembling the requested data.
- Staff expects that this program will extend for multiple years and will involve interaction with the other basin stakeholders.
- Staff has secured the monitoring program being implemented by the Woodlands and has met with Woodland's Engineer to discuss their ongoing groundwater monitoring and production.

- Bob Beeby of SAIC has requested that the other participating entities appoint representatives to the NMMA Technical Group; however, the only entity to do so aside from NCS D has been Conoco-Phillips.
- Bob Beeby has published two Draft Memorandum regarding Groundwater Storage in the NMMA.
- Brad Newton of SAIC presented the two Technical Memorandums to your Honorable Board in November and responded to questions regarding the basin.
- Staff has retained SAIC to prepare a third technical memorandum and SAIC has initiated the process to install data loggers in the beach strand monitoring wells to gather water quality and water level information. SLO County and the State of California have agreed to allow SAIC to proceed and SAIC has installed the reading equipment in the well immediately west of the Conoco-Phillips refinery. Staff expects to get preliminary data from this well in February.

#### **Preventative Maintenance and Staffing Review -**

- This project has just started with staff assembling all systems and facilities.
- Staff has reviewed various computer software systems capable of tracking and reporting on maintenance management and has focused on two competing systems that appear to be promising.
- The Master Plan Update RFP approved by the Board on July 26, 2006 Board includes work elements regarding Preventative Maintenance Management.

#### **Woodgreen Lift Station Access Upgrade –**

- This project is in the concept phase with significant input from the homeowners group. Staff has placed this project on hold until the District Engineer reports.

#### **Water Tank Security –**

- The FY06-07 Budget includes funds to install video camera systems at the Tank Farm and the Standpipe Tank to address security issues.

### **Blacklake Salts –**

- This project involves limiting the discharge from regenerative water softener units within the Blacklake development. Staff expects to develop education material to share with the property owners late this year or early in 2007.
- Staff understands that the Blacklake Homeowner's Association has promulgated amendments to its Master CCRs prohibiting the installation of new regenerative water softeners and encouraging conversion of existing units to the canister format.

### **Relocation of NCSD Mains in/through County Drainage Structures -**

- As currently planned, SLO County would work on the Mallagh Culvert and the Burton Culvert; the Sea & Burton Culvert and the Haystack Culvert; and the Thompson Avenue and the Tefft & Avocado Culvert in FY 06-07.
- The Board has approved funding for the Mallagh Culvert and the Burton Culvert in the District's FY06-07 Budget.
- Staff met with Dale Ramey of County Public Works to discuss the County's timing and design concepts for the six projects proposed this fiscal year. Staff has also retained Boyle Engineering to develop cost estimates for each reach.
- Staff has "Pot-holed" the location of the District's Water and Sewer facilities in each of the crossings to confirm the exact location of our facilities so we can advise the County on the scope of the conflicts.

### **SSO Overflows General Waste Discharge Requirements –**

- Staff researched the G-WDRs proposed by the SWRCB; discussed their potential impact on NCSD internally and with SWRCB staff; and presented staff conclusions at the Board's April 26, 2006 Board Meeting.
- The SWRCB at its May 2, 2006 Meeting did amend and then adopt the G-WDR. Staff presented the revised G-WDR at the June 14, 2005 District Board Meeting.
- The Board on December 13, 2006 designated the District's General Manager as our Designated Party.

## **AB885 –**

- Staff is tracking the status of the SWRCB's Septic System Management Program Guidelines and will report once the revised guidelines are available for public comment.

## **Water and Sewer Master Plan Update-**

- The Board approved a Request for Proposal for engineering firms to update our Water and Sewer Master Plan at its July 26, 2006 Board Meeting. Staff then circulated the RFP on July 27, 2006 with a submittal deadline of August 22, 2006. Three firms – Boyle, Cannon, and Penfield Smith submitted proposals and staff interviewed all three firms on September 6, 2006. The Board on September 13, 2006 awarded this assignment to Cannon and Associates.
- Staff conducted the Kick Off meeting with Cannon on September 19, 2006 and has gathered information so that Cannon can proceed. Staff has also held several meetings with Cannon to discuss Master Plan Issues. Cannon has submitted their Draft Version of Task Group 1 Demand Projections. Cannon is scheduled to submit Task Group 5 Hazard and Security and Task Group 6 Regulations at the end of February.
- Your Honorable Board held a Workshop Meeting on February 21 to review the Demand Projection technical memorandum and to view the preliminary results from the Water Gems and Sewer Gems Modeling.

## **FY06-07 Projects -**

- The adopted FY06-07 Budget includes funds for a valve exercising and hydrant flushing program and staff completed about a third of the East side in January. Staff has retained County Services to complete the East side in February.
- Staff has also completed the upgrades to the Gardenia Lift Station and is preparing to upgrade the Hazel Lift Station.
- Fred Asmussen has completed the renovation of four of the percolation ponds at the Southland Wastewater Treatment Facility.
- Staff is monitoring the efforts of OCSD/Grover Beach/Arroyo Grande to evaluate the feasibility of a Desalination Plant at their Waste Water Treatment Facility. The Tri-Agency Group has retained the Wallace Group to prepare a Feasibility Study evaluating the cost effectiveness of desalting water at their WWTF for development of a future water supply.

### **Willow Road Extension Referral From County –**

- SLO County Public Works has requested NCS D feedback regarding the rough draft plans for the extension/realignment of Willow Road from Pomeroy to Thompson and the interconnection of Willow Road at the proposed US 101 overpass to North Frontage Road. Staff has retained Boyle Engineering to assist in this response. Staff has meting with Dale Ramey of County Public Works Department on August 17, 2006 to discuss interaction between the County and NCS D as the project proceeds.
- SLO County Public Works provided a presentation to the Board on January 24, 2007 regarding funding options to pay for the construction of the project.

### **Pomeroy Road Widening Referral From County –**

- SLO County Public Works has requested NCS D feedback regarding their project to widen Pomeroy Road from Live Oak Ridge Road to Aden Way in the summer of 2007.
- Staff has retained Boyle Engineering to assist in this response and to develop specifications for resetting NCS D's water system valve canisters following County completion of their Widening Project.

## **II. PROJECTS COMPLETED**

Staff has completed the Tefft Street Lift Station Fence Replacement, the Southland Percolation Pond Refurbishing, the replacement of the Gardenia Lift Station pump, the Standard Specifications, the Fairways Street Light Painting, and SP Maintenance has initiated street sweeping.

## **III. ENVIRONMENTAL REVIEWS PROCESSED**

To date, environmental reviews have been completed for the Hetrick Project and the Southland Shop upgrade.

## **IV. SMALL CONSTRUCTION PROJECT WORK ORDERS ISSUED**

Staff issued a Work Order on February 15, 2007 to Baker for \$16,000 and to P. W. Mann for \$16,000 for work at the Southland Wastewater Treatment Facility.

## **V. CHANGES TO WATER ALLOCATION**

The only "new" Intent to Serve Letter issued was for the Allshouse Project at 1 Avenida de Amigos. Attached is a Water Allocation Accounting Summary which shows the aggregate allocation committed this water year is at 40.4 % whereas 41.7% of the water year has passed.

## **VI. PARKS ACTIVITIES**

The Parks Committee is scheduled to meet on February 26, 2007 (Minutes to be published along with the March 14, 2007 Board Packet.

Staff did receive one proposal for compilation of the Parks Survey. The Board is scheduled to consider this proposal at its March 14, 2007 Meeting.

## **VII. WIP FISCAL ACTIVITY**

Attached is a WIP Fiscal Activity Report for January 2007.

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**NIPOMO COMMUNITY SERVICES DISTRICT  
WATERLINE INTERTIE PROJECT  
MONTHLY REPORT TO THE BOARD OF DIRECTORS  
JANUARY 2007**

REVENUES FY 2006-2007 (1)	<u>MONTH OF</u> <u>JANUARY</u>	<u>FISCAL YEAR</u> <u>7/1/2006 TO</u> <u>6/30/2007</u>
Supplemental Water Capacity Fees Collected	0.00	71,837.00
Interest Income (monthly & quarterly posting)	7,104.72	66,577.60
Revenue Subtotal	7,104.72	138,414.60
<b>EXPENDITURES FY 2006-2007 (2)</b>		
<u>CONSULTANTS</u>		
1590-A1 Feasibility Study (Cannon)	0.00	0.00
1590-A2 EIR Preparation (Wood & Assoc)	0.00	16,053.83
1590-A3 Estimate/Preliminary Schedule (Cannon)	0.00	0.00
1590-A4 Proposed Routes/Facilities (Cannon)	0.00	0.00
1590-A5 Prop 50 Grant Applicatin (Cannon)	0.00	0.00
1590-A6 Project Support (Cannon)	0.00	0.00
<u>LEGAL</u>		
1590-B1 Shipsey & Seitz	577.00	15,684.25
1590-B2 McDonough, Holland & Allen	0.00	15,813.12
1590-B3 Richards, Watson & Gershon	413.56	26,897.31
<u>LAND ACQUISITION</u>		
1590-C1 Tarvin & Associates	0.00	16,170.00
<u>FINANCIAL</u>		
1590-D1 Reed Group	0.00	0.00
<u>ENGINEERING</u>		
1590-E1 Preliminary Engineering Design (Boyle)	9,902.95	205,578.37
1590-E2 Water Modeling by Carollo (City of Santa Maria)	5,441.25	24,942.00
<u>OTHER</u>		
1590-F1 FGL Environmental	0.00	5,047.00
1590-F2 Copy/Print	0.00	740.24
<u>SALARY AND BENEFITS (3)</u>		
1590-Z1 Wages-Capitalized	2,019.21	24,249.92
1590-Z2 Payroll Taxes-Capitalized	73.02	418.79
1590-Z3 Retirement-Capitalized	581.37	6,994.92
1590-Z4 Medical-Capitalized	203.51	2,349.47
1590-Z5 Dental/Vision-Capitalized	25.32	121.30
1590-Z6 Workers Compensation-Capitalized	18.33	236.12
Expenditure Subtotal	19,255.52	361,296.64
Net Revenues less Expenditures	(12,150.80)	(222,882.04)
Beginning Fund Balance as of July 1, 2006		2,421,250.05
Ending Fund Balance as of January 31, 2007		2,198,368.01

(1) See attached "Supplemental Water Fees Collected" Schedule for more detail.

(2) See attached "Supplemental Water Cost Summary" for more detail.

(3) Salary and Benefits of Project Manager are allocated among NCSD projects and capitalized as part of the cost of the project.

T:\documents\projects\supplemental Water\SWP\Financial Reports\FY 6-30-07\monthly report to board.xls

**NIPOMO COMMUNITY SERVICES DISTRICT  
SUPPLEMENTAL WATER COST SUMMARY**

<u>A/C #</u>	<u>DESCRIPTION</u>	<u>7/1/2004 TO 6/30/2005</u>	<u>7/1/2005 TO 6/30/2006</u>	<u>7/1/2006 TO 6/30/2007</u>	<u>GRAND TOTAL</u>
1645	Reservation Fee-City of Santa Maria	37,500.00	0.00	0.00	37,500.00
1590-A1	Feasibility Study (Cannon)	25,887.29	0.00	0.00	25,887.29
1590-A2	EIR Preparation (Wood & Assoc)	29,037.48	87,100.23	16,053.83	132,191.54
1590-A3	Est/Preliminary Schedule (Cannon)	3,706.19	2,602.75	0.00	6,308.94
1590-A4	Proposed Routes/Facilities (Cannon)	5,050.07	520.00	0.00	5,570.07
1590-A5	Prop 50 Grant Application (Cannon)	2,757.00	6,210.00	0.00	8,967.00
1590-A6	Project Support (Cannon)	0.00	11,797.44	0.00	11,797.44
1590-B1	Shipsey & Seitz	0.00	23,095.55	15,684.25	38,779.80
1590-B2	McDonough, Holland & Allen	0.00	34,177.28	15,813.12	49,990.40
1590-B3	Richard, Watson & Gershon	0.00	9,472.38	26,897.31	36,369.69
1590-C1	Tarvin Appraisal	0.00	0.00	16,170.00	16,170.00
1590-D1	Reed Group	0.00	2,809.85	0.00	2,809.85
1590-E1	Preliminary Engineering Design (Boyle)	0.00	6,470.33	205,578.37	212,048.70
1590-E2	Water Modeling by Carollo (City of SM)	0.00	0.00	24,942.00	24,942.00
1590-F1	Lab Testing (FGL Environmental)	0.00	0.00	5,047.00	5,047.00
1590-F2	Copy/Print	0.00	0.00	740.24	740.24
1590-Z1	Wages-Capitalized	0.00	29,076.92	24,249.92	53,326.84
1590-Z2	Payroll Taxes-Capitalized	0.00	587.22	418.79	1,006.01
1590-Z3	Retirement-Capitalized	0.00	8,418.08	6,994.92	15,413.00
1590-Z4	Medical-Capitalized	0.00	2,861.36	2,349.47	5,210.83
1590-Z5	Dental/Vision-Capitalized	0.00	0.00	121.30	121.30
1590-Z6	Workers Compensation-Capitalized	0.00	260.35	236.12	496.47
		<u>103,938.03</u>	<u>225,459.74</u>	<u>361,296.64</u>	<u>690,694.41</u>

**NIPOMO COMMUNITY SERVICES DISTRICT  
CERTIFICATES OF PARTICIPATION  
DEBT SERVICE SCHEDULE**

	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL DEBT SERVICE</u>	<u>PRINCIPAL BALANCE</u>
				4,000,000.00
FY June 30, 2004	0.00	136,384.79	136,384.79	4,000,000.00
FY June 30, 2005	75,000.00	169,950.00	244,950.00	3,925,000.00
FY June 30, 2006	80,000.00	167,625.00	247,625.00	3,845,000.00
FY June 30, 2007	80,000.00	165,225.00	245,225.00	3,765,000.00

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**NIPOMO COMMUNITY SERVICES DISTRICT  
SUPPLEMENTAL WATER FEES COLLECTED**

PROJECT	DEVELOPER	SUMMARY	DATE PAID	WATER SUPPLY PORTION	PIPELINE PORTION	SUPPLEMENTAL TOTAL
2513	COOL	7 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING	6/23/05	59,406.00	7,320.00	66,726.00
2513	COOL	1 FOUR INCH FIRE SYSTEM	6/23/05	37,125.23	4,588.52	41,713.75
2514	NEWDOLL	7 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING PLUS 1 IRRIGATION	6/23/05	69,307.00	8,540.00	77,847.00
2619	ALLSHOUSE	22 RESIDENTIAL MINUS 4 EXISTING PLUS 1 IRRIGATION	6/30/05	188,119.00	23,180.00	211,299.00
2619	ALLSHOUSE	1 TWO INCH FIRE SYSTEM	6/30/05	11,870.37	1,467.13	13,337.50
2513	COOL	REFUND 1 FOUR INCH FIRE SYSTEM	8/29/05	(37,125.23)	(4,588.52)	(41,713.75)
2619	ALLSHOUSE	REFUND 1 TWO INCH FIRE SYSTEM	8/29/05	(11,870.37)	(1,467.13)	(13,337.50)
<b>FISCAL YEAR 2004-2005</b>			<b>SUBTOTAL</b>	<b>316,832.00</b>	<b>39,040.00</b>	<b>355,872.00</b>

PROJECT	DEVELOPER	SUMMARY	DATE PAID	WATER SUPPLY PORTION	PIPELINE PORTION	SUPPLEMENTAL TOTAL
090-095-011 to 090-095-014	DANMARK	4 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING	8/4/05	29,703.00	3,660.00	33,363.00
2561	VISTA COLINA	8 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING PLUS 1 IRRIGATION	11/7/05	79,208.00	9,760.00	88,968.00
090-381-006	DENNERLEIN	1 RESIDENTIAL SERVICE 182 EAST CHESTNUT	1/25/06	9,901.00	1,220.00	11,121.00
091-327-075	PRUIT	2 ONE INCH METERS	2/1/06	19,802.00	2,440.00	22,242.00
091-327-075	PRUIT	1 FOUR INCH FIRE SYSTEM	2/1/06	37,125.23	4,588.52	41,713.75
091-322-046	HARDESTY	1 ONE INCH METER	3/20/06	9,901.00	1,220.00	11,121.00
090-251-021	BLUME	1 ONE INCH METER	4/19/06	9,901.00	1,220.00	11,121.00
2565	PUHEK	5 RESIDENTIAL PLUS 1 IRRIGATION	5/9/06	59,406.00	7,320.00	66,726.00
CO 04-0606	MVIII	5 RESIDENTIAL	5/18/06	49,505.00	6,100.00	55,605.00
2499	NESTER	18 RESIDENTIAL	6/9/06	178,218.00	21,960.00	200,178.00
<b>FISCAL YEAR 2005-2006</b>			<b>SUBTOTAL</b>	<b>482,670.23</b>	<b>59,488.52</b>	<b>542,158.75</b>

PROJECT	DEVELOPER	SUMMARY	DATE PAID	WATER SUPPLY PORTION	PIPELINE PORTION	SUPPLEMENTAL TOTAL
090-091-017	SCOGGINS	2 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING-325 N THOMPSON	7/18/06	10,288.00	1,268.00	11,556.00
2595	BAUR	6 RESIDENTIAL MINUS CREDIT FOR 2 EXISTING	10/11/06	41,152.00	5,072.00	46,224.00
091-327-075	PRUIT	FINAL FEES PAID-BALANCE DUE TO FEE INCREASE 7/1/06	10/11/06	2,226.00	275.00	2,501.00
090-381-002	STEELE	1 RESIDENTIAL	10/18/2006	10,288.00	1,268.00	11,556.00
<b>FISCAL YEAR 2006-2007</b>			<b>SUBTOTAL</b>	<b>63,954.00</b>	<b>7,883.00</b>	<b>71,837.00</b>

GRAND TOTAL	863,456.23	106,411.52	969,867.75
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NIPOMO COMMUNITY SERVICES DISTRICT  
TOTAL WATER AND SUPPLEMENTAL WATER CAPACITY FEES COLLECTED

PROJECT	DEVELOPER	SUMMARY	DATE PAID	WATER SUPPLY PORTION	PIPELINE PORTION	SUPPLEMENTAL TOWN CAPACITY TOTAL	TOWN CAPACITY PORTION	TOTAL WATER FEES PAID	
2513	COOL	7 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING	6/23/05	59,406.00	7,320.00	66,726.00	15,006.00	81,732.00	
2513	COOL	1 FOUR INCH FIRE SYSTEM	6/23/05	37,125.23	4,588.52	41,713.75		41,713.75	
2514	NEWDOLL	7 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING PLUS 1 IRRIGATION	6/23/05	69,307.00	8,540.00	77,847.00	17,507.00	95,354.00	
2619	ALLSHOUSE	22 RESIDENTIAL MINUS 4 EXISTING PLUS 1 IRRIGATION	6/30/05	188,119.00	23,180.00	211,299.00	50,518.00	261,817.00	
2619	ALLSHOUSE	1 TWO INCH FIRE SYSTEM	6/30/05	11,870.37	1,467.13	13,337.50		13,337.50	
2513	COOL	REFUND 1 FOUR INCH FIRE SYSTEM	8/29/05	(37,125.23)	(4,588.52)	(41,713.75)		(41,713.75)	
2619	ALLSHOUSE	REFUND 1 TWO INCH FIRE SYSTEM	8/29/05	(11,870.37)	(1,467.13)	(13,337.50)		(13,337.50)	
<b>FISCAL YEAR 2004-2005</b>				<b>SUBTOTAL</b>	<b>316,832.00</b>	<b>39,040.00</b>	<b>355,872.00</b>	<b>83,031.00</b>	<b>438,903.00</b>

PROJECT	DEVELOPER	SUMMARY	DATE PAID	WATER SUPPLY PORTION	PIPELINE PORTION	SUPPLEMENTAL TOWN CAPACITY TOTAL	TOWN CAPACITY PORTION	TOTAL WATER FEES PAID	
090-095-011 TO 090-095-014	DANMARK	4 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING	8/4/05	29,703.00	3,660.00	33,363.00	7,503.00	40,866.00	
2561	VISTA COLINA	8 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING PLUS 1 IRRIGATION	11/7/05	79,208.00	9,760.00	88,968.00	20,008.00	108,976.00	
Lyn Road	STEARNS	1 ONE INCH METER	12/15/05	0.00	0.00	0.00	3,801.00	3,801.00	
090-381-006	DENNERLEIN	1 RESIDENTIAL SERVICE 182 EAST CHESTNUT	1/25/06	9,901.00	1,220.00	11,121.00	2,501.00	13,622.00	
091-327-075	PRUIT	2 ONE INCH METERS	2/1/06	19,802.00	2,440.00	22,242.00	5,002.00	27,244.00	
091-327-075	PRUIT	1 FOUR INCH FIRE SYSTEM	2/1/06	37,125.23	4,588.52	41,713.75	9,379.75	51,093.50	
091-322-046	HARDESTY	1 ONE INCH METER	3/20/06	9,901.00	1,220.00	11,121.00	2,501.00	13,622.00	
CO 02-0425	KESTGHAR	REFUND 1 IRRIGATION	4/12/06	0.00	0.00	0.00	(3,690.00)	(3,690.00)	
090-251-021	BLUME	1 ONE INCH METER	4/19/06	9,901.00	1,220.00	11,121.00	2,501.00	13,622.00	
2565	PUHEK	5 RESIDENTIAL PLUS 1 IRRIGATION	5/9/06	59,406.00	7,320.00	66,726.00	15,006.00	81,732.00	
CO 04-0606	MVIII	5 RESIDENTIAL	5/18/06	49,505.00	6,100.00	55,605.00	12,505.00	68,110.00	
2499	NESTER	18 RESIDENTIAL	6/9/06	178,218.00	21,960.00	200,178.00	45,018.00	245,196.00	
<b>FISCAL YEAR 2005-2006</b>				<b>SUBTOTAL</b>	<b>482,670.23</b>	<b>59,488.52</b>	<b>542,158.75</b>	<b>122,035.75</b>	<b>664,194.50</b>

PROJECT	DEVELOPER	SUMMARY	DATE PAID	WATER SUPPLY PORTION	PIPELINE PORTION	SUPPLEMENTAL TOWN CAPACITY TOTAL	TOWN CAPACITY PORTION	TOTAL WATER FEES PAID	
090-091-017	SCOGGINS	2 RESIDENTIAL MINUS CREDIT FOR 1 EXISTING-325 N THOMPSON	7/18/06	10,288.00	1,268.00	11,556.00	2,599.00	14,155.00	
2724	HILL	REFUND CAPACITY FEES PAID 1/3/03	8/31/06	0.00	0.00	0.00	(25,814.20)	(25,814.20)	
2595	BAUR	6 RESIDENTIAL MINUS CREDIT FOR 2 EXISTING	10/11/06	41,152.00	5,072.00	46,224.00	10,396.00	56,620.00	
091-327-075	PRUIT	FINAL FEES PAID-BALANCE DUE TO FEE INCREASE 7/1/06	10/11/06	2,226.00	275.00	2,501.00	562.75	3,063.75	
090-381-002	STEELE	1 RESIDENTIAL	10/18/2006	10,288.00	1,268.00	11,556.00	2,599.00	14,155.00	
<b>FISCAL YEAR 2006-2007</b>				<b>SUBTOTAL</b>	<b>63,954.00</b>	<b>7,883.00</b>	<b>71,837.00</b>	<b>(9,657.45)</b>	<b>62,179.55</b>

GRAND  
TOTAL 863,456.23 106,411.52 969,867.75 195,409.30 1,165,277.05