

TO: HONORABLE BOARD
FROM: BRUCE BUEL *BBB*
DATE: DEC. 5, 2008

**AGENDA ITEM
E-2
DECEMBER 10, 2008**

SOUTHLAND WWTF UPGRADE MASTER PLAN & DISPOSAL ALTERNATIVES

ITEM

Review and edit revised Southland WWTF Upgrade Master Plan, review disposal alternatives Technical Memorandum, select proposed project for environmental review and authorize request for proposals for preparation of final design [RECOMMEND APPROVAL OR TAKE ALTERNATE ACTION].

BACKGROUND (MASTER PLAN)

Attached are minutes from the December 1, 2008 Southland WWTF Upgrade Project Committee Meeting. Copies of the November 2008 Revised Draft "Southland WWTF Master Plan" were distributed to the Board along with the packet for the December 1st Committee Meeting and are available for review at the NCSD Office and on NCSD's Website. The revised draft report, AECOM is still recommending the Biolac Treatment Process, although they have proposed to use external round clarifiers following completion of the wave oxidation process instead of the rectangular vessels originally proposed. AECOM's Phase I mid-point of construction cost estimate has increased from \$11,260,000 to \$12,703,000 (See attached comparison). AECOM has included an additional cost allowance of \$4 million beyond the \$12,703,000 Phase 1 Collection/Treatment Cost for the proposed solar array. Mike Nunley from AECOM is scheduled to present the revised report at the Board Meeting.

Staff is seeking action from the Board in regards to selecting a preferred project for Environmental Review (excluding disposal) and authorization to solicit proposals for final design.

RECOMMENDATION (MASTER PLAN)

Staff and the Committee recommend that Board select AECOM's recommended collection and treatment works as well as the solar array as the preferred project for environmental review (excluding disposal). Staff and the Committee further recommend that the Board authorize the circulation of a Request for Proposal for final design of these works, excluding the portion of the collection main replacement in South Frontage Road up-gradient from the Southland Street. In regards to the South Frontage Collection Main, staff and the Committee recommend that staff be authorized to negotiate with AECOM to amend AECOM's existing Waterline Intertie Project Final Design Agreement to design these works at the same time AECOM is designing the South Frontage Water Main Upgrades.

BACKGROUND (DISPOSAL)

Attached are minutes from the December 1, 2008 Southland WWTF Upgrade Project Committee Meeting and the November 13, 2008 Public Outreach Meeting Summary. Copies of the November 2008 Revised Draft "Preliminary Screening Evaluation of Southland WWTF Disposal Alternatives Technical Memorandum" were distributed to the Board along with the packet for the December 1st Committee Meeting and are available for review at the NCSD Office and on NCSD's Website. Mike Nunley from AECOM is scheduled to present the revised Technical Memorandum at the Board Meeting with a focus on the attached Table 8.2 – Comparison Matrix.

Staff is seeking action from the Board regarding the options that warrant additional consideration in the project Draft EIR at a programmatic level. CEQA requires the District to evaluate a reasonable range of disposal concepts/locations, but it is not necessary or desirable to pay for the environmental research necessary to fully evaluate all possible options. The Board may also want to identify a mix of options, whereby the initial disposal capacity is increased by a less costly options coupled with one or more long term disposal options.

RECOMMENDATION (DISPOSAL)

Staff and the Committee agree with AECOM that Options 0 (Existing Disposal); 6 (Deep Injection); and 7 (US101) are fatally flawed and should be eliminated. Of the remaining options, staff and the Committee further agrees that Options 1 (Pasquini); 5B (Landscape Irrigation with Recovery); 8A/B (Agricultural Irrigation) and 4 (Kaminaka) have the highest potential and should be studied further. Staff believes that Options 2A/B (Santa Maria Valley); 3A/3B (Mesa Road); 5A (Landscape Irrigation with Treatment); and 9A/9B (ConocoPhillips) should not be studied further. In regards to combinations, staff believes that the District should attempt to maximize 8B in the short run and then add either 1(Pasquini); 5B (Landscape Irrigation with recovery); and/or 4 Kaminaka depending on their respective feasibility.

BACKGROUND (ENVIRONMENTAL REVIEW)

Staff's expectation is that the Board would review a draft Initial Study at its January 14, 2008 Board Meeting, if a preferred project can be selected at this meeting. The Southland WWTF Upgrade Project Committee reviewed a rough draft of such an Initial Study at their December 1, 2008 Meeting. Attached is a set of Draft Project Objectives discussed by the Committee.

Staff is seeking feedback from the Board on the Draft Objectives.

RECOMMENDATION (ENVIRONMENTAL REVIEW)

Staff recommends that the Board review and edit the attached set of objectives so that a revised version can be published in the Draft Initial Study.

FISCAL

The FY08-09 Budget includes \$3,000,000 for development of the Southland Project.

ATTACHMENT

- 12/1/08 Committee Meeting Minutes
- 11/13/08 Public Outreach Meeting Summary
- Table 8.2 from Disposal Technical Memorandum
- Phase 1 Mid Point of Construction Cost Estimate
- Draft Objectives



NIPOMO COMMUNITY SERVICES DISTRICT

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MINUTES OF THE 12/01/08 MEETING OF THE SOUTHLAND WWTF UPGRADE PROJECT COMMITTEE

1. CALL TO ORDER, ROLL CALL AND FLAG SALUTE

Chairman Winn called the Special Meeting to order at 2:30pm in the NCSB Board Chambers. Both Chairman Winn and Director Harrison were in attendance along with General Manager Bruce Buel; Utility Superintendent Tina Grietens; District Engineer Peter Sevcik; Eileen Shields and Mike Nunley from AECOM Engineering; Doug Wood from DWA and three members of the public.

2. DISCUSS POTENTIAL DISPOSAL OPTIONS

General Manager Buel summarized the process to date and introduced Mike Nunley from AECOM. Mike Nunley presented a power point slide show summarizing the recommendations in the draft report. Mike Winn requested that AECOM revisit the scoring of disposal options that did not offset current NMMA production or result in replenishment of productive portions of the NMMA groundwater basin. Jim Harrison asked AECOM to comment on the suitability of recovered groundwater for various irrigation applications. Bill Nelson asked about the cost of tertiary treatment. Mike Winn requested that AECOM correct several problems with Figure 1 and indicated his support for percolation pond disposal. Jim Harrison indicated that he generally agreed with staff's recommendations.

Mike Winn moved to recommend to the Board that the preferred project for environmental review include a combination of agricultural irrigation with recovered groundwater with either percolation pond disposal at Pasquini, irrigation of turf with recovered groundwater or disposal at Kaminaka. Jim Harrison seconded the motion, which passed unanimously.

3. DISCUSS DRAFT SOUTHLAND WWTF MASTER PLAN

General Manager Buel summarized the process to date and introduced Mike Nunley from AECOM. Mike Nunley presented a power point slide show summarizing the recommendations in the draft report. Extensive Committee discussion followed regarding the report and changes to the design. Mike Winn expressed his support for inclusion of solar power as a project component and expressed his hope that the final design could evaluate both on-site and off-site power production options. There was no public comment.

Jim Harrison moved to recommend that the Board accept the upgrade components recommended by AECOM in the draft report along with the development of solar energy as the preferred project for environmental review. Mike Winn seconded the motion, which passed unanimously.

Jim Harrison moved to recommend to the Board that the Board authorize the circulation of an RFP for Final Design of the recommended upgrades except for the portion of the Collection system in Frontage Road, which should come back as an amendment to the AECOM WIP Design Agreement. Mike Winn seconded that motion, which passed unanimously.

4. DISCUSS DRAFT INITIAL STUDY, ADDITIONAL STUDIES AND ENVIRONMENTAL DETERMINATION

General Manager Buel reviewed staff's efforts to propose project objectives, requested Committee Feedback on those objectives and introduce Doug Wood of Doug Wood and Associates. Doug Wood provided an overview of the draft Initial Study and the process for reaching a Board determination on either adopting a mitigated negative declaration or preparing an Environmental Impact Report. Committee discussion followed regarding the objectives, the additional studies necessary for evaluation of the disposal options, and the environmental determination process. Mike Winn requested that staff rework objective 5 regarding management of the subsurface mound to speak to creek discharge and objective 7 regarding the production of sustainable energy to offset increased project power demands. Jim Harrison requested that the reference to surcharge in Objective 2 be clarified by adding the word "hydraulic". The Committee agreed, by consensus that the text of the initial study needed to address sustainable energy and that several of the proposed level of significance indicators needed to be re-evaluated. The Committee further agreed that the Initial Study should be presented to the full Board once the Board selects a preferred project and the Initial Study is revised to address that preferred project. There was no public comment.

5. ADJOURNMENT

Chairman Winn adjourned the meeting at 5:00 p.m.



NIPOMO COMMUNITY SERVICES DISTRICT

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Web site address www.nipomocsd.com

TO: HONORABLE BOARD
FROM: BRUCE BUEL
DATE: NOVEMBER 14, 2008
RE: 11/13/08 SOUTHLAND WWTF UPGRADE PROJECT OUTREACH MEETING

Attached is a copy of the handout from AECOM's Presentation.

Following is a summary of comments received at the 11/13/08 Outreach Meeting regarding disposal of treated wastewater from the Southland WWTF:

- Explore the possibility of combining elements of the options rather than looking at each option as a stand-alone solution.
- The proposed score of 1 is too high in regards to public opposition to the Mesa Road Disposal Option – it should be negative 25.
- Explore the possibility of irrigating the Woodlands with recycled water
- Integrate reuse with water supply to fairly evaluate the true cost of disposal
- Look at the reliability of the Waterline Intertie Project in comparison to recycled water
- Secure information on the native water quality for each percolation site to determine if the quality of the disposal will degrade the resident groundwater
- Re-evaluate the projected quality of the discharge given the likelihood of future Santa Maria Valley Groundwater being a high percentage of the WIP yield.

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Cost Opinion Comparison – 2007 vs. 2008 Draft

Component	2007 Escalated Cost	2008 Escalated Cost
Frontage Rd. Main	\$2,361,000	\$2,361,000
Influent Pump Station	\$1,046,000	\$1,046,000
Screening System	\$507,000	\$554,000
Grit Removal	\$606,000	\$681,000
Phase I Biolac (1.4 MGD)	\$4,392,000	\$6,204,000
Phase I Drying Beds	\$2,348,000	\$1,857,000
Phase II Biolac (1.8 MGD)	\$217,000	\$308,000
Phase II Drying Beds	\$2,108,000	\$2,108,000
Percolation Ponds (?)	\$1,865,000	\$1,865,000
Tertiary Filtration (date TBD)	\$1,898,000	\$2,016,000
Chlorination System (date TBD)	\$1,546,000	\$1,748,000
Solar Array (date TBD)	--	\$4,010,000

Table 8.2 – Comparison Matrix

Alternative	Regulatory Restrictions / Legal Considerations	Site Suitable for Percolation or Irrigation / Water Quality	Public Opinion	Relative Cost	Total Preliminary Score	Fatal Flaw	Preliminary Ranking
Total Points Possible (Weighting Factor)	25	25	25	25	100		
Alternative 0 – Infiltration at Existing WWTF (expand percolation basins)	Fatal Flaw Score = 0 Existing disposal method is not acceptable to RWQCB staff.	Poor. Score = 5 • Top of mound is rising. • Flows to Nipomo Creek. • Impermeable layer.	NA	NA	NA	X	
Alternative 1 – Infiltration at Pasquini Property – Percolate at WWTF, pump mound, and percolate at new facilities Option 1A: Basins Option 1B: Subsurface systems	Score = 25 Probably OK	Score = 15 Apparently fair, need more info	10 <hr/> 15	Option 1A Score = 20 Annual Cost: \$940,000	70 <hr/> 75		3
				Option 1B Score = 20 Annual Cost: \$1,110,000			1
Alternative 2 – Infiltration South of Nipomo Mesa – Percolate at WWTF, pump mound, and percolate at new facilities Option 1A: Basins Option 1B: Subsurface systems	Score = 10 Questionable due to ongoing groundwater adjudication.	Score = 7 Unknown Suitability, need more info	10 <hr/> 15	Option 2A Score = 20 Annual Cost: \$1,100,000	47 <hr/> 52		12
				Option 2B Score = 20 Annual Cost: \$1,270,000			11
Alternative 3 – Infiltration near Mesa and Eucalyptus Roads - Percolate at WWTF, pump mound, and percolate at new facilities Option 3A: Basins Option 3B: Subsurface systems	Score = 25 Probably OK	Score = 20 Good (Based on studies)	Score = 1 Poor	Option 3A Score = 15 Annual Cost: \$1,410,000	61 <hr/> 61		8
				Option 3B Score = 15 Annual Cost: \$1,580,000			8
Alternative 4 – Infiltration at Kaminaka Property – Percolate at WWTF, pump mound, and percolate at new facilities Option 1A: Basins Option 1B: Subsurface systems	Score = 25 Probably OK	Score = 15 Presumed Good (existing storm water basins on property)	10 <hr/> 15	Option 4A Score = 15 Annual Cost: \$1,610,000	65 <hr/> 65		5
				Option 4B Score = 10 Annual Cost: \$1,780,000			5
Alternative 5 - Irrigate Landscape with recycled water Option 5A: Additional treatment at Southland Option 5B: Percolate at Southland, pump mound and irrigate	Score = 20 Need to meet Title 22 requirements for landscape irrigation.	Score = 15 Presumed good	20 <hr/> 20	Option 5A Score = 5 Annual Cost: \$2,350,000	60 <hr/> 70		10
				Option 5B Score = 15 Annual Cost: \$1,580,000			3
Alternative 6 – Modify Aquitard and Continue Infiltration at Southland - Groundwater recharge or percolation	Fatal Flaw Score = 0 If the RWQCB considers this "direct injection," additional costs may be prohibitive. <u>Need more information.</u>	Score = 5 Underlying material assumed good. Modification may be challenging.	NA	Unknown. Depends on modification technique.	NA	X	
Alternative 7 – Irrigate Highway 101 Right-of-Way with Recycled Water Option 7A: Additional treatment at Southland Option 7B: Percolate at Southland, pump mound and irrigate	Score = 20 Need to meet Title 22 requirements for landscape irrigation	Score = 10 Presumed good percolation Sufficient area may not be available nearby.	NA	Fatal Flaw Option 7A Score = 0 Annual Cost: \$19,640,000	NA	X	
				Option 7B Score = 0 Annual Cost: \$18,880,000			
Alternative 8 – Irrigate Agricultural lands South of WWTF with Recycled Water Option 8A: Additional treatment at Southland Option 8B: Percolate at Southland, pump mound and irrigate	Score = 15 Need to meet Title 22 requirements for agricultural use	Score = 15 Presumed good	20 <hr/> 20	Option 8A Score = 20 Annual Cost: \$1,240,000	70 <hr/> 75		3
				Option 8B Score = 25 Annual Cost: \$490,000			1
Alternative 9 – Infiltration at Refinery Property – Percolate at WWTF, pump mound, and percolate at new facilities Option 1A: Basins Option 1B: Subsurface systems	Score = 10 Questionable due to clay layers.	Score = 5 Expected poor. Multiple clay layers in area.	10 <hr/> 15	Option 9A Score = 5 Annual Cost: \$2,170,000	30 <hr/> 35		14
				Option 9B Score = 5 Annual Cost: \$2,340,000			13

B. PROJECT OBJECTIVES

The basic objective of the proposed Nipomo Community Services District Southland Wastewater Treatment Facilities Improvements is to construct additional collection, treatment and disposal facilities necessary to serve both existing and future wastewater treatment demands generated within the Southland WWTF service area of the Nipomo Community Services District. In so doing, the project will also:

1. Provide reliable, high quality and cost effective wastewater capacity and services to existing and future customers within the District's Town Sewer Service Area.
2. Resolve the current and projected hydraulic surcharge problems in the Division Street and South Frontage Road collection mains.
3. Respond to and remedy any water quality violations associated with prior and current operations of the Southland Wastewater Treatment Facility.
4. Improve the water quality of treated wastewater to comply with current and projected State Discharge Order requirements and to minimize adverse impacts upon Nipomo Mesa groundwater.
5. Manage the average height and volume of the subsurface mound of treated wastewater under the Southland percolation basins and the resultant discharge of groundwater into Nipomo Creek over an annual period.
6. Assist in resolving the Nipomo Mesa water supply deficit by promoting the beneficial use of the treated wastewater to either offset current Nipomo Mesa non-potable water usage and/or, where feasible, to replenish productive Nipomo Mesa groundwater aquifers.
7. Minimize the use of additional fossil fuels by offsetting project-related increased power utilization with more sustainable solar energy.
8. Coordinate the timing of project construction to maximize coordination of off-site collection system improvements with South Frontage Road waterline installation proposed by the District's Waterline Intertie Project.
9. Improve the efficiency and reliability of operations of the Southland Wastewater Treatment Facility.

TO: BOARD OF DIRECTORS

FROM: BRUCE BUEL *BB*

DATE: DECEMBER 4, 2008

**AGENDA ITEM
E-3
DECEMBER 10, 2008**

WILLOW ROAD WATERLINE EXTENSION PROJECT PHASE 1
WATERLINE DESIGN CONCEPT AND
DRAFT REIMBURSEMENT AGREEMENT WITH SAN LUIS OBISPO COUNTY

ITEM

Review concept design for Willow Road Waterline Extension Project Phase 1 and draft reimbursement agreement with San Luis Obispo County for Construction of Willow Road Waterline Extension Project Phase 1 [PROVIDE POLICY GUIDANCE].

BACKGROUND

San Luis Obispo County is planning to extend Willow Road from Pomeroy Road to Hetrick Road early next year. The District's 2007 Water and Sewer Master Plan Update recommended the construction of a 12 inch diameter waterline in this segment of roadway. Installation of the District's waterline concurrent with the County's roadway project is more cost-effective than installing the line in the future since the water line can be installed before the roadway is paved.

The County is finalizing the design for the roadway and the District is developing a design for the waterline so that the projects can be bid concurrently. Attached is the concept design based on the input staff received at the 50% submittal review meeting with the County.

Staff is negotiating an agreement to incorporate the construction of the District's proposed waterline into the County's project. Attached is the latest draft redlined version of the agreement that has been forwarded to the County. Under the terms of the proposed agreement, the District will be responsible for design of the waterline, inspection of the waterline, direct construction cost of the waterline and reimbursing the County for all reasonable administrative costs incurred by the County for the preparation of contract documents, bidding and/or construction phase related to the waterline work. In exchange, the County will bid and construct the District's waterline work as part of the County's project. Staff anticipates this approach to the project will result in a total overall project cost that will be significantly less than if the District was to construct the project separate from the County's roadway project.

The FY08-09 Budget includes \$150,000 in the Town Water Capacity Charge Fund (Fund #700) for the design of the Willow Road Waterline Extension Project Phase 1. The engineer's cost estimate based on the 50% complete design submittal is approximately \$900,000 and will be updated once the design is finalized. If the District Board approves the reimbursement agreement with the County at a future meeting, a budget adjustment will be required in the FY08-09 budget to fund construction of the project.

RECOMMENDATION

Staff recommends that your Honorable Board review and provide comments on the concept design for the Willow Road Waterline Extension Project Phase 1 and the draft Reimbursement Agreement with San Luis Obispo County for Construction of the Willow Road Phase 1 Waterline Extension.

ATTACHMENTS

- Concept Design for Willow Road Waterline Extension Project Phase 1
- Draft Redlined Reimbursement Agreement for Willow Road Waterline Extension

December 3, 2008

**REIMBURSEMENT AGREEMENT
For Construction of a Water Transmission Pipeline
within Willow Road - Nipomo, California**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and effective this _____ day of _____, 2008, by and between the **NIPOMO COMMUNITY SERVICES DISTRICT**, a community services district, hereinafter referred to as "District," and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the County is preparing to construct Phase 1 of the Willow Road Extension Project in Nipomo, California (hereinafter referred to as "Willow Road Project" or "Project"); and

WHEREAS, the District desires to have certain District water transmission pipelines and appurtenances (hereinafter collectively referred to as "District Facilities") constructed within the physical boundaries of the Project; and

WHEREAS, the District desires to have the construction of said District Facilities (hereinafter referred to as the "Water Line Work") incorporated into the County's Project according to the terms of this Agreement; and

WHEREAS, the District agrees to reimburse the County for all reasonable costs incurred by the County relating to the Water Line Work, including, but not limited to, costs related to the preparation of contract documents, bidding, and/or construction phases; and

WHEREAS, the parties agree to coordinate the Water Line Work with the Project pursuant to the terms of the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

December 3, 2008

A. Recitals

The above recitals are incorporated herein by reference as though fully set forth herein.

B. Design and Award of Water Line Work

1. District agrees that it will satisfy all requirements of the California Environmental Quality Act and Public Contract Codes with respect to the Water Line Work.

2. District is solely responsible for the design of the Water Line Work and all District Facilities related thereto. District is responsible for the accuracy and completeness of all documents and information submitted to the County relating to the design, construction or requirements of the Water Line Work. The County assumes no responsibility for the accuracy or completeness of any documents or information submitted by the District relating to the design, construction or requirements of the Water Line Work.

3. The County will provide the District with the electronic files of the final design for the project. The District shall prepare its plans and specifications for the Water Line Work in a manner that is compatible with the County's bid package for the Project so that said plans and specifications can be easily incorporated into the said bid package. The District will verify that the electronic files it has received from the County for the Phase 1 Willow Road Extension are adequate to allow the District to so prepare it's plans and specifications.

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4. District will submit 30%, 50% and 95% construction plans for the Water Line Work to County. Any special conditions the District desires to be included in the Project's bid package shall be included with the 50%, 95%, and Final submittals. Each submittal subsequent to the 30% submittal shall contain four (4) plan sets, specifications and cost estimates. Final plans will be submitted within 30 calendar days of the District's receipt of the County's final electronic design files for the project, along with the District's specifications and cost estimate for the Water Line Work as well as a deposit equal to 30% of the engineer's cost estimate. If the final plans, specifications, cost estimate and 30% deposit for the Water Line Work are not timely received by the County, the County is not obliged to include the Water Line Work in the Project's bid package, and the Water Line Work will not be part of the Project.

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5. The District and the County shall agree on the reasonableness of the engineer's cost estimate for the Bid Alternative before the Project is advertised for bidding. The District shall deposit a sum equal to 90% of the engineer's cost estimate with the County within 10 calendar days of the County's final approval to bid the project.

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December 3, 2008

6. If said deposits and the final plans, specifications, and cost estimate for the Water Line Work are timely received by the County, the County will add the final Water Line Work plans and specifications to the Project as a Bid Alternative. The parties agree that the County shall accept the bid amount of the Water Line Work submitted by the responsible contractor selected by the County as long as the Water Line Work bid is no more than twenty percent (20%) over the District's engineer's reasonable cost estimate.

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7. In the event the bid alternative is more than 20% over the District's engineer's cost estimate, the District shall have 20 calendar days to notify the County of the District's desire to still proceed with the Water Line Work and have the County accept the bid alternative. If the County does not receive such written notification within 20 calendar days of bid opening, the District will have been deemed to reject the bid alternative exceeding 20% of the District's engineer's estimate and all District deposits shall be promptly returned. If the District so refuses said bid for the Water Line Work, the County will not select the alternate bid, the Water Line Work will not be included in the Project, subject to paragraph C (11) and the District will not be allowed to construct the water line within the Project's pavement area for five (5) years.

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C. Construction of Water Line Work

1. The parties acknowledge that the County shall not be responsible for inspecting the Water Line Work, including but not limited to, any testing of District Facilities pursuant to the Water Line Work. As between the District and the County, the District shall be solely responsible for any and all such inspections of the Water Line Work. On the other hand, the parties acknowledge that the District shall not be responsible for inspecting the road work portion of the Project. As between the District and the County, the County shall be solely responsible for any and all such inspections of the road construction work.

2. County will forward any Request for Information ("RFI") it receives from the construction contractor pertaining to the Water Line Work to the District and the District shall be obliged to provide a timely response to the County regarding the RFI. Any change orders for the Water Line Work will be subject to the District engineer's approval, which shall not be unreasonable withheld.

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3. District shall provide, in a timely manner, all inspections necessary to verify that the Water Line Work is constructed in conformance with the Construction Contract. The District shall coordinate any such inspections with the construction contractor, and shall have access to the job site to inspect the construction and testing of the Water Line Work. The District acknowledges that the construction contractor is responsible for the safety of the job site, and the District shall hold the County harmless of any claim arising from any injury to District property or personnel which may occur on the job site. Similarly, if an independent consultant or contractor of the District suffers any injury to person or property while on the job site, the District shall defend and

December 3, 2008

indemnify the County from any and all such claims related thereto unless a direct act of negligence of a County employee at the job site caused the injury.

4. The District shall immediately report to the County any substandard work or materials discovered by the District related to the Water Line Work that is not in compliance with the construction contract. If the County receives such a timely report from the District, the County shall direct the construction contractor to repair or replace any such materials or work which the County agrees is substandard or defective. The parties acknowledge that no inspection performed by the District under this Agreement shall relieve the construction contractor of its obligation to perform the Water Line Work in accordance with the Construction Contract. The District acknowledges that any claim by the construction contractor resulting from an act or omission by the District, including, but not limited to, a District caused delay, will be passed through to the District for payment.

5. The County shall pay the construction contractor pursuant to Section 9 of the Caltrans Standard Specifications (dated May 2006), as modified by the County's construction contract. The County shall consult with the District's designated representative regarding Water Line Work eligible for payment to the construction contractor. The County shall provide the District with a copy of all partial payment estimates prepared by the County regarding the Water Line Work. The District will notify the County of any improper payment items in the partial payment estimate regarding the Water Line Work within 5 days of receipt of the partial pay estimate.

6. Upon completion of the Project (as defined by the earliest "Completion" date under Public Contract Code Section 7107(c)), the District shall automatically assume full, complete and sole ownership and control over the District Facilities installed as part of the Water Line Work and shall be solely responsible for the maintenance of said facilities. The District shall provide the County with as-built drawings of the completed Water Line Work, together with a copy of the specifications, records of tests and inspections and any contract documents used for the construction of the Water Line Work. These documents shall be delivered to the County within 60 days of completion of the Water Line Work.

7. The County's Construction Contract shall require that the District, its directors, officers and employees be named as additional insureds for the Water Line Work under the general liability and automobile insurance policies of the construction contractor. If these additional insurance provisions increase the cost of the Construction Contract, the District will reimburse the County for these costs.

8. The Construction Contract shall require the construction contractor to defend, indemnify, and save harmless the District, its directors, officers and employees in the same manner as the County under the Construction Contract. The District will reimburse the County for any additional costs added to the Construction Contract by such provisions.

December 3, 2008

9. The Construction Contract shall require the construction contractor to provide a warranty or maintenance bond to the District. The requirements and form of this bond will be provided by the District. The District shall reimburse the County for any additional costs incurred by the County relating to the provision of said bond.

10. District shall own, operate, and maintain all potable water facilities constructed as a part of the Project. District will apply for an encroachment permit from County to construct, operate and be responsible for District facilities within the County right of way. District will be responsible for all general provisions of the encroachment permit. County agrees to sign off on District encroachment permit requirements upon completion of the Project.

11. Notwithstanding the provisions of paragraph C(10) above or conditions in the County Encroachment Permit, the parties agree that, if the Water Line Work is not included in the County's project as a bid alternative, and thereafter the District constructs the Water Line Work in an alternative alignment, the parties agree that the District is allowed to cut into the County roadway at the intersections of Willow Road at Misty Glenn, Willow Road at Pomeroy Road, and Willow Road at Hetrick Road for the limited purposes of connecting the Water Line Work to District existing facilities. ~~The~~ District shall pay all applicable Trench Cut Fees that are in place at that time. In the event the District cuts the pavement at the intersections within 5 years from the completion of the Project, the District will grind the intersection to a depth of 0.2' and repave the entire intersection.

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D. District Reimbursement of County Costs

1. District shall reimburse the County for 100% of all costs incurred by the County relating to the construction of the Water Line Work. General Project administration costs including, but not limited to costs relating to reviewing and assembling the bid package, advertising and evaluating bids, award of contract, environmental compliance and mitigation, processing payments to the construction contractor, construction support, and contract administration shall be shared between the District and the County on a pro rata basis based upon the actual bid amount for the Water Line Work and the other work of the Project. (For example, if the bid amount of the Water Line Work is 20% of the entire Project bid, the District shall pay 20% of the general Project administrative costs.)

2. In the event any reimbursable costs of the County exceeding the District's deposit, the County shall provide to the District an invoice for said costs relating to the Water Line Work. The District shall remit payment to the County for each such invoice so that payment is received by the County within 20 days of the District's receipt of the invoice. The District shall owe the County interest on late payments in accordance with Public Contract Code section 20104.50 (just as if the District was the "local agency" and the County was the "Contractor" under that statute) and also in the event the County properly pays the construction contractor for Water Line Work before the District pays the County for said Water Line Work.

December 3, 2008

E. General Provisions

1. Time is of the essence. If the District fails to act in a timely manner, and said failure cause the County to incur additional cost under the Construction Contract, the District shall reimburse the County for any and all such costs.

2. The County reserves the right to not proceed with the Project for any reason. In the event the County exercises such right in writing, no Water Line Work shall be required by the County or independent contractor hired by the County, and the District shall be obliged to reimburse the County for all costs incurred by the County relating to the Water Line Work up to the date of termination.

3. The District shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the District that is negligent or otherwise in breach of this Agreement. The County shall defend, indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the County that is negligent or otherwise in breach of this Agreement.

4. This Agreement shall not be change or modified except upon written consent of the parties hereto.

5. Non-enforcement of any term, covenant or provision of the Agreement by either party shall not be considered a waiver by that party of rights under that Agreement or a waiver of any breach of the Agreement. To the extent any conduct of a party is construed as a waiver, the party's waiver of the breach of any one term, covenant, or provision of this Agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this Agreement or of the breach of any other term, covenant, or provision of this Agreement.

6. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement. If any action or other proceeding is filed to enforce or interpret this Agreement or any provision herein, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other relief, its reasonable attorneys' and expert witnesses' fees, expenses and costs incurred in preparation for such action or proceeding, in pursuing such action or proceeding, on appeal from any such action or proceeding, and in collecting any monetary award resulting from such action or proceeding.

December 3, 2008

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

8. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

Department of Public Works
Room 207 County Government Center
San Luis Obispo, CA 93408
Attn: Dave Flynn, Deputy Director

Notices required to be given to District shall be addressed as follows:

Nipomo Community Service District
148 South Wilson Street
Nipomo, CA 93444
Attn: Bruce Buel, General Manager

9. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters contained herein and is a complete and exclusive statement of the terms and conditions thereof.

10. The time for the parties to commence and/or complete their obligations required by this Agreement shall be extended for such period reasonably necessary to take into account any delays caused by riots, insurrections, martial law, civil commotion, war, flood, earthquakes or other acts of God.

11. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

12. The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

December 3, 2008

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first above written.

COUNTY

BY: _____
Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

ATTEST:

Clerk of the Board of Supervisors

DISTRICT

BY: _____
President

ATTEST:

Secretary to the Board

APPROVED AS TO FORM

Warren R. Jensen
County Counsel

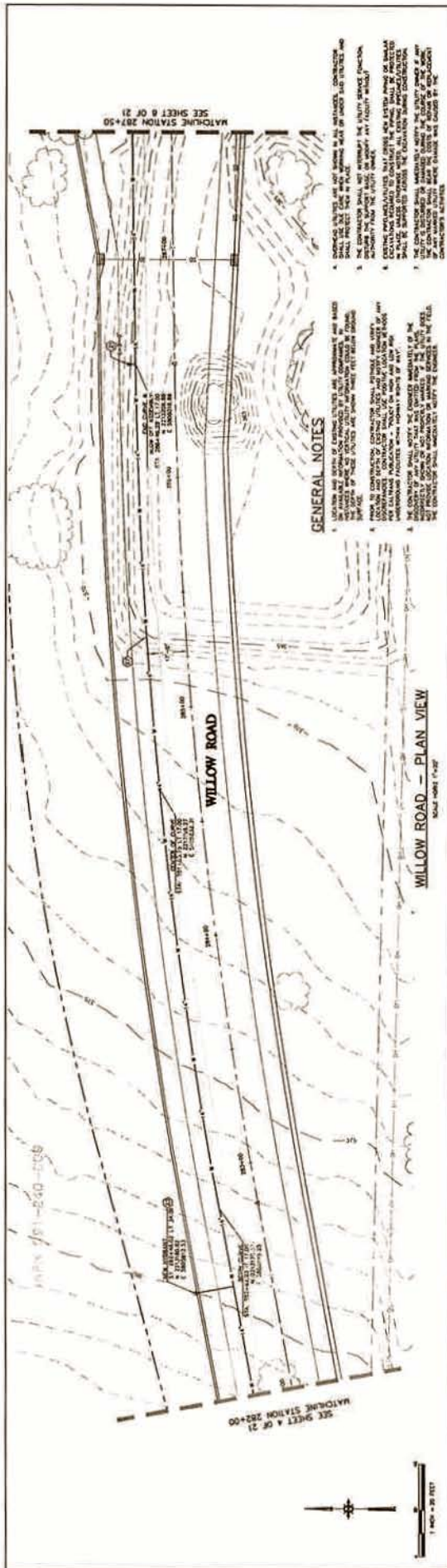
BY: _____
Deputy County Counsel

Dated: _____

DISTRICT COUNSEL

BY: _____
Jon Seitz
District Counsel

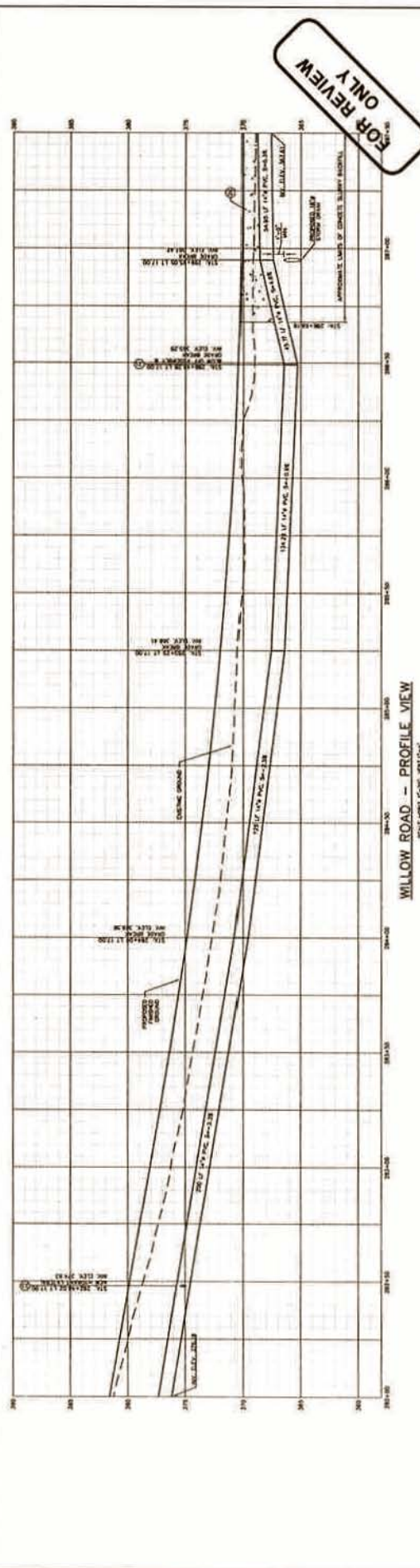
Dated: _____



WILLOW ROAD - PLAN VIEW
Scale: 1" = 20'

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.
3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.
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10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.



WILLOW ROAD - PROFILE VIEW
Scale: 1" = 20'

FOR REVIEW ONLY

- CONSTRUCTION NOTES**
1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.
 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.
 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.
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 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY THROUGHOUT THE CONSTRUCTION PERIOD.

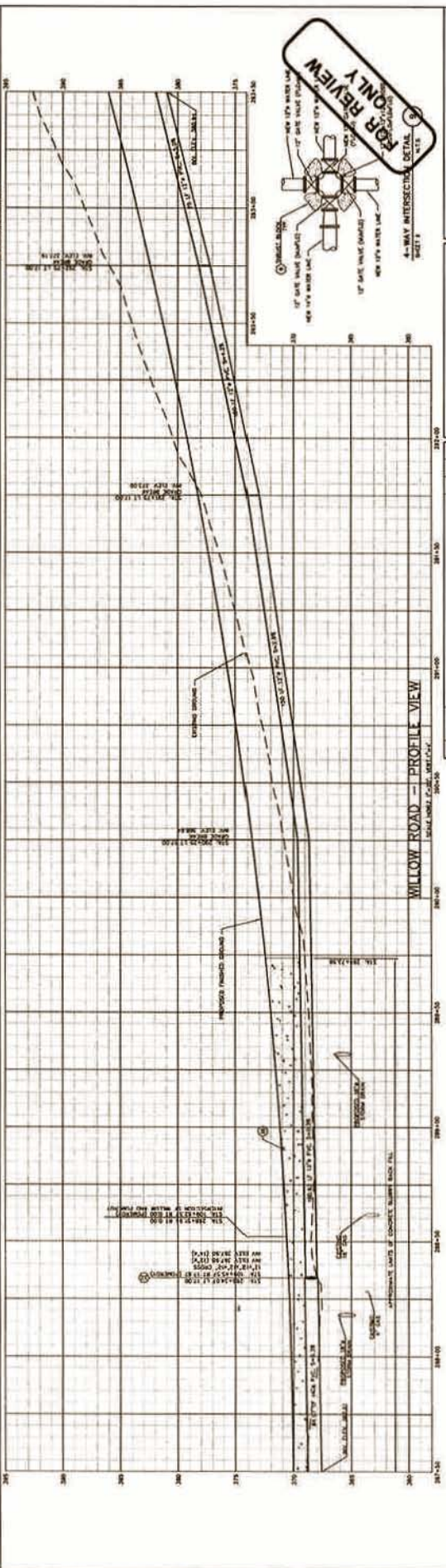
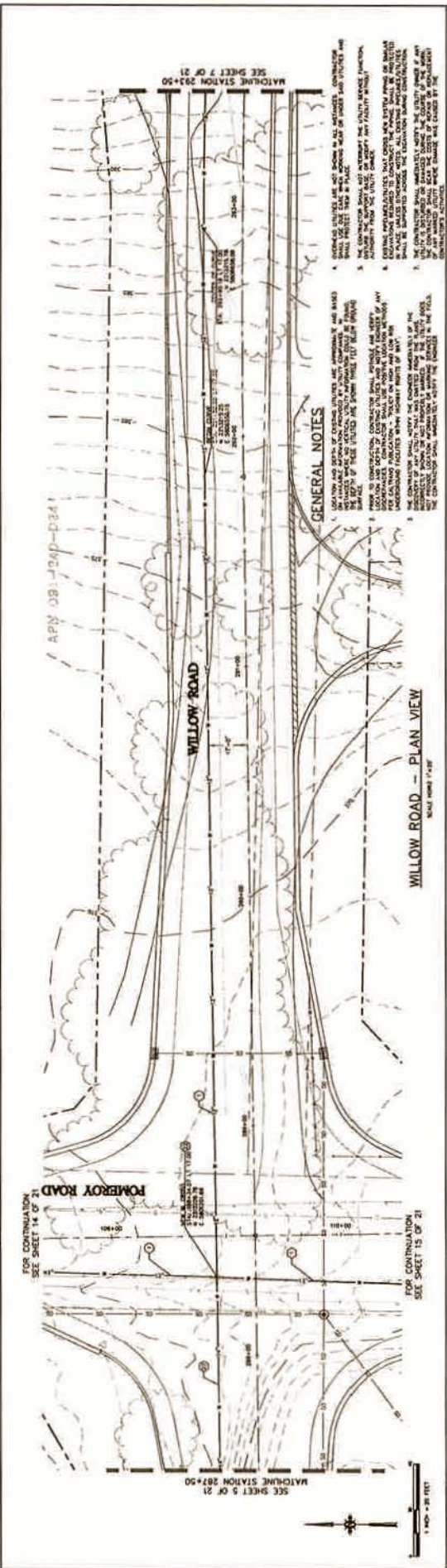


NCSO WILLOW ROAD
WATER LINE EXTENSION - PHASE 1
WILLOW ROAD PLAN & PROFILE
STA: 287+00 TO 287+50
COUNTY OF SAN LUIS OBISPO, CALIFORNIA

DATE: 12/04/09
DRAWN BY: AJS
CHECKED BY: [Signature]
SCALE: 1" = 20'
SHEET NO.: 080723
SHEET 3 OF 21

**60%
SUBMITTAL**

NO.	DATE	REVISION	BY	CHKD



CONSTRUCTION NOTES

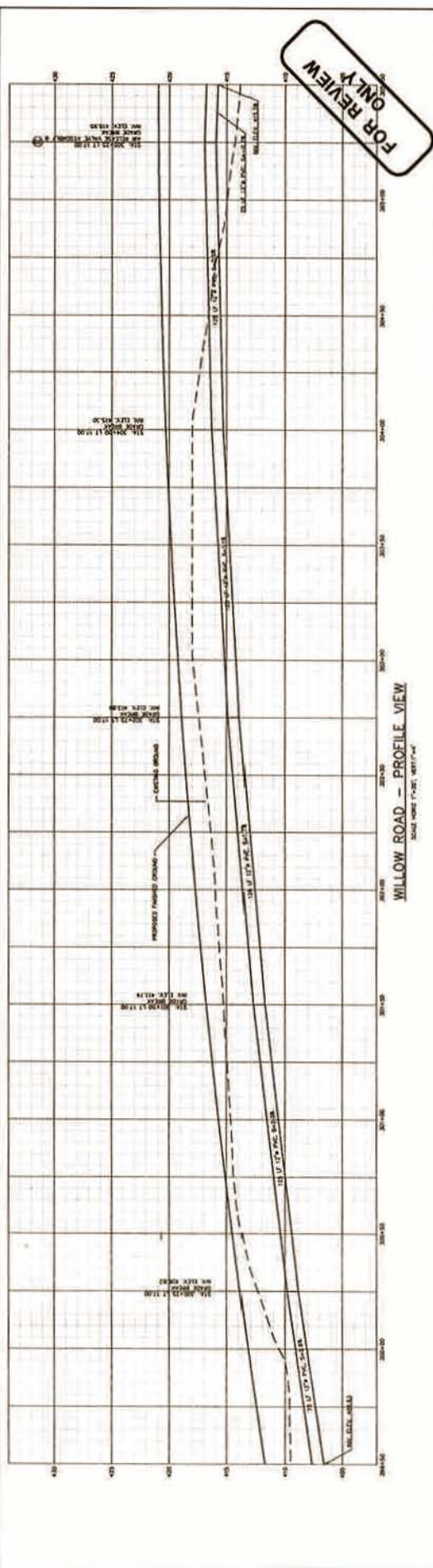
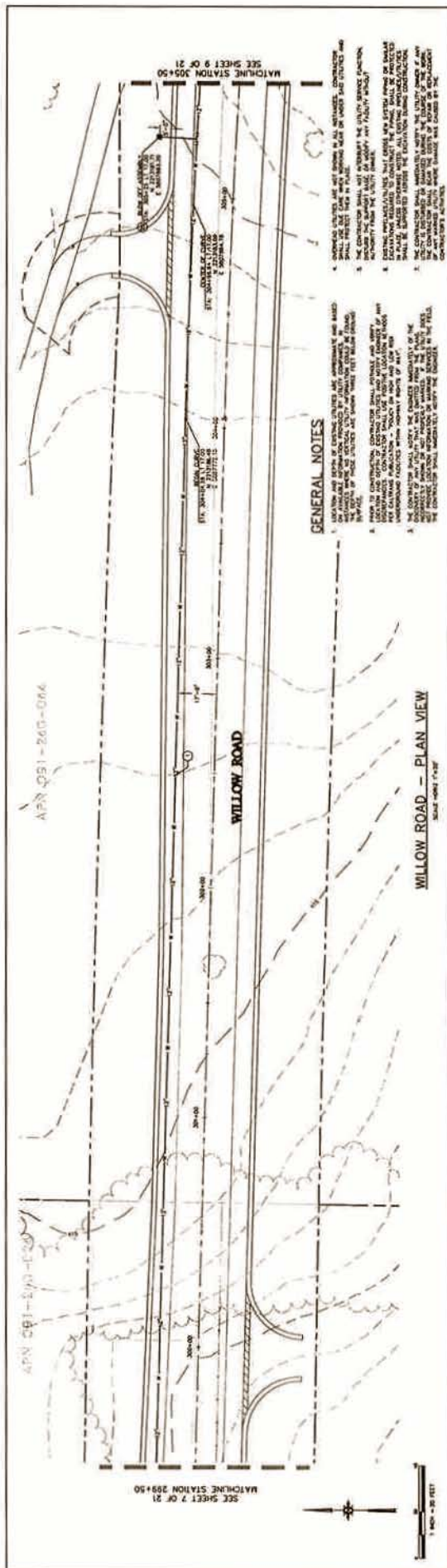
- VERIFY ALL ELEVATIONS AND STATIONING.
- CONTRACTOR SHALL MAINTAIN THE PROPOSED FINISH GRADE WITHIN THE TOLERANCES SPECIFIED IN THE SPECIFICATIONS.
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- CONTRACTOR SHALL MAINTAIN THE PROPOSED FINISH GRADE WITHIN THE TOLERANCES SPECIFIED IN THE SPECIFICATIONS.

60% SUBMITTAL

DATE: 12/20/08
 DRAWN BY: AJS
 CHECKED BY: [Signature]
 PROJECT NO.: 080732
 SHEET NO.: 6 OF 21

Cannon ASSOCIATES
 1000 S. GATEWAY AVENUE, SUITE 100
 SAN LUIS OBISPO, CALIFORNIA 94965
 TEL: 805.748.1100 FAX: 805.748.1101
 WWW.CANNONASSOCIATES.COM

USED WILLOW ROAD WATER LINE EXTENSION - PHASE 1 WILLOW ROAD PLAN & PROFILE STA: 287+50 TO 293+50 COUNTY OF SAN LUIS OBISPO, CALIFORNIA



FOR REVIEW

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE CALIFORNIA HIGHWAY PATROL.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY SURFACE AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE SYSTEM.
6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING EROSION CONTROL MEASURES.
7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LANDSCAPING AND PLANTINGS.
8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIGNAGE AND MARKINGS.
9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING FENCE LINES.
10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITY LOCATIONS.

CONSTRUCTION NOTES

1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE CURB UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE SIDEWALK UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE FENCE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE UTILITY LOCATIONS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE SIGNAGE AND MARKINGS UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE FENCE LINES UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE UTILITY LOCATIONS UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS SHALL BE TO THE EXTERIOR FACE OF THE UTILITY LOCATIONS UNLESS OTHERWISE NOTED.

60% SUBMITTAL

Cannon ASSOCIATES
 Incorporated in the State of California
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90210
 Tel: 310.274.1111
 Fax: 310.274.1112
 www.cannonassociates.com

**NICSD WILLOW ROAD
 WATER LINE EXTENSION - PHASE 1
 WILLOW ROAD PLAN & PROFILE
 STA: 299+50 TO 305+50
 COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

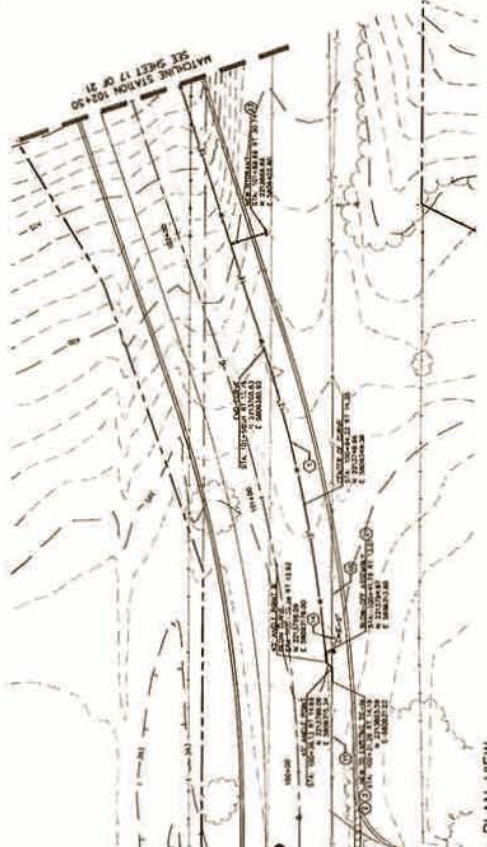
DATE: 12/24/08
 DRAWN BY: AJS
 CHECKED BY: []
 SCALE: 1" = 20'
 SHEET NO. 27

GENERAL NOTES

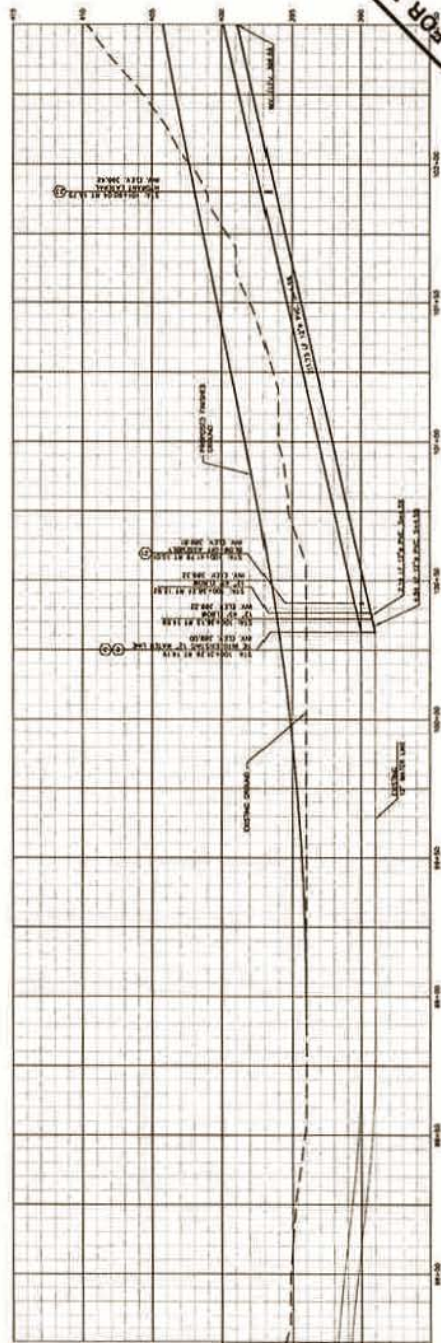
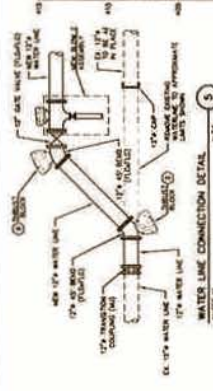
1. LOCATION AND DATE OF EXISTING UTILITIES ARE APPROXIMATELY AND BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

GENERAL NOTES

6. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DATE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



HETRICK ROAD - PLAN VIEW



HETRICK ROAD - PROFILE VIEW

FOR REVIEW

CONSTRUCTION NOTES

1. INSTALL 1 1/2\"/>
- 2. EXISTING WATER LINE TO BE REMOVED AND REPLACED WITH NEW WATER LINE TO BE DETERMINED BY THE CONTRACTOR.
- 3. CONNECT TO EXISTING 1 1/2\"/>
- 4. INSTALL CONCRETE TANKS AND/OR VALVES PER AS-BUILT DETAILS A-1 & A-2, SHEET 20.
- 5. PROTECT EXISTING WATER LINE IN PLACE.
- 6. INSTALL 1 1/2\"/>
- 7. INSTALL 1 1/2\"/>
- 8. INSTALL 1 1/2\"/>



NCS&D, WILLOW ROAD
 WATER LINE EXTENSION - PHASE 1
 HETRICK ROAD, PLAN & PROFILE
 STA: 97+00 TO 102+50
 COUNTY OF SAN LUIS OBISPO, CALIFORNIA

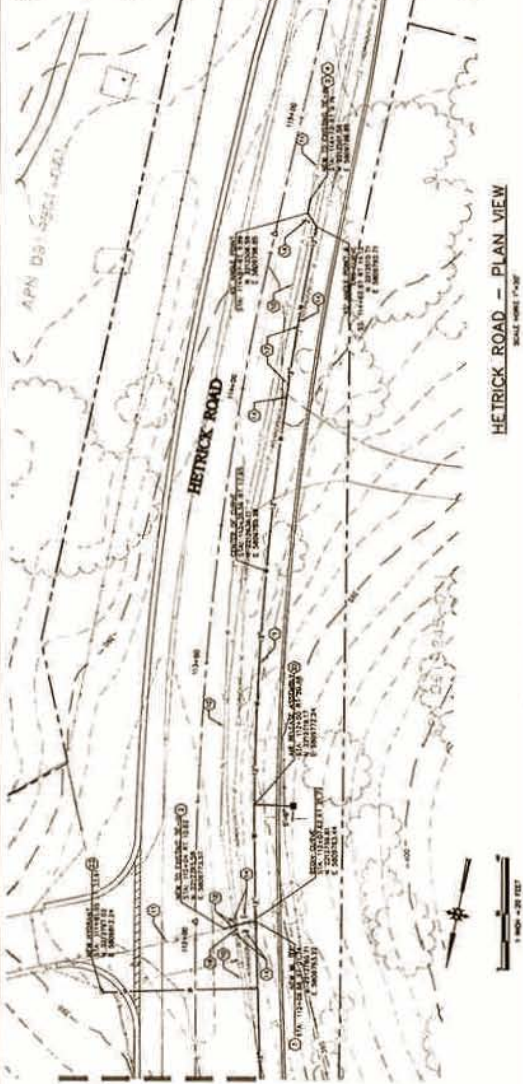
NO.	DATE	REVISIONS	DESIGNED BY	CHECKED BY	DATE

**60%
SUBMITTAL**

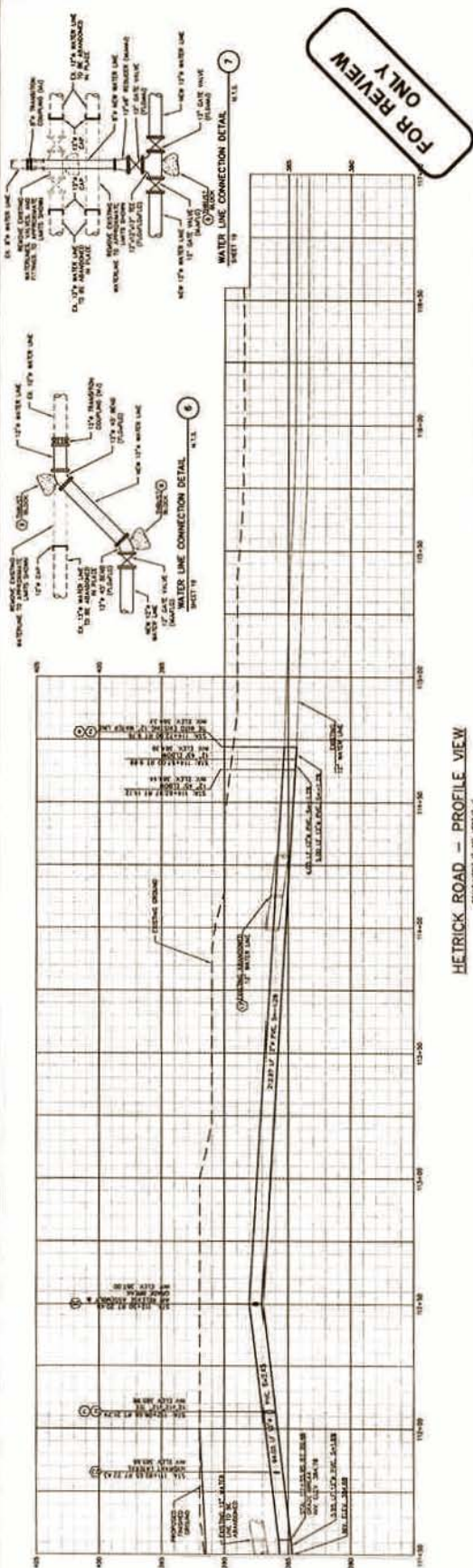
DATE: 12/05/08
 SCALE: 1" = 20'
 SHEET NO: 080732
 OF 21

GENERAL NOTES

1. EXISTING WATER LINES AND STRUCTURES TO REMAIN SHALL BE SHOWN WITH AN UNBROKEN LINE AND SHALL BE PROTECTED BY THE CONTRACTOR.
2. ALL NEW WATER LINES SHALL BE SHOWN WITH A DASHED LINE AND SHALL BE PROTECTED BY THE CONTRACTOR.
3. EXISTING WATER LINES SHALL BE PROTECTED BY THE CONTRACTOR.
4. EXISTING WATER LINES SHALL BE PROTECTED BY THE CONTRACTOR.
5. EXISTING WATER LINES SHALL BE PROTECTED BY THE CONTRACTOR.
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8. EXISTING WATER LINES SHALL BE PROTECTED BY THE CONTRACTOR.
9. EXISTING WATER LINES SHALL BE PROTECTED BY THE CONTRACTOR.
10. EXISTING WATER LINES SHALL BE PROTECTED BY THE CONTRACTOR.



HETRICK ROAD - PLAN VIEW
SHEET 18 OF 21



HETRICK ROAD - PROFILE VIEW
SHEET 19 OF 21

FOR REVIEW ONLY

CONSTRUCTION NOTES

1. METAL UTA PIPE SHALL BE USED FOR ALL UTA LINES PER COUNTY OF SAN LUIS OBISPO DETAIL 111-1, SHEET 2.
2. ALL UTA LINES SHALL BE PROTECTED BY THE CONTRACTOR.
3. EXISTING UTA WITH LINE AND DETAIL A, THIS SHEET.
4. EXISTING UTA WITH LINE AND DETAIL B, THIS SHEET.
5. EXISTING UTA WITH LINE AND DETAIL C, THIS SHEET.
6. EXISTING UTA WITH LINE AND DETAIL D, THIS SHEET.
7. EXISTING UTA WITH LINE AND DETAIL E, THIS SHEET.
8. EXISTING UTA WITH LINE AND DETAIL F, THIS SHEET.
9. EXISTING UTA WITH LINE AND DETAIL G, THIS SHEET.
10. EXISTING UTA WITH LINE AND DETAIL H, THIS SHEET.

Cannon ASSOCIATES
1000 S. G ST. SUITE 200
SAN LUIS OBISPO, CA 95060
TEL: 831.238.1800
FAX: 831.238.1801
WWW.CANNONASSOCIATES.COM

NO.	DATE	REVISION	BY	CHKD BY

60% SUBMITTAL

NCSD WILLOW ROAD WATER LINE EXTENSION - PHASE 1 HETRICK ROAD PLAN & PROFILE STA: 111+50 TO 117+00
COUNTY OF SAN LUIS OBISPO, CALIFORNIA
DRAWN BY: JAC
CHECKED BY: JAC
DATE: 12/24/08
SCALE: 1" = 20'
SHEET: 18 OF 21

CONSTRUCTION NOTES

1. METAL UTA PIPE SHALL BE USED FOR ALL UTA LINES PER COUNTY OF SAN LUIS OBISPO DETAIL 111-1, SHEET 2.
2. ALL UTA LINES SHALL BE PROTECTED BY THE CONTRACTOR.
3. EXISTING UTA WITH LINE AND DETAIL A, THIS SHEET.
4. EXISTING UTA WITH LINE AND DETAIL B, THIS SHEET.
5. EXISTING UTA WITH LINE AND DETAIL C, THIS SHEET.
6. EXISTING UTA WITH LINE AND DETAIL D, THIS SHEET.
7. EXISTING UTA WITH LINE AND DETAIL E, THIS SHEET.
8. EXISTING UTA WITH LINE AND DETAIL F, THIS SHEET.
9. EXISTING UTA WITH LINE AND DETAIL G, THIS SHEET.
10. EXISTING UTA WITH LINE AND DETAIL H, THIS SHEET.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: DEC. 5, 2008

**AGENDA ITEM
E-4
DECEMBER 10, 2008**

ADOPT LANDSCAPE REVIEW ORDINANCE

ITEM

Conduct second reading and adopt ordinance adding landscape and irrigation review procedures to Intent-to-Serve process [ADOPT ORDINANCE].

BACKGROUND

The Water Conservation Committee on October 20, 2008 unanimously recommended that the Board amend Section 3.05 of the District Code to enable District review and approval of landscape plans and irrigation systems for new non-residential development. This recommendation results from recent construction with heavy water use landscapes. Your Honorable Board previewed and edited a rough draft of the text at your November 12, 2008 Board Meeting and introduced and edited the draft at your November 26, 2008 Board Meeting.

It should also be noted that the County has revised standards for new development and adoption of a draft ordinance would allow for NCSD to ensure that the new construction actually implements the new Title 19 and 22 requirements.

Attached is the proposed final version of the ordinance providing for the re-write of Section 3.05 including the revisions ordered by the Board.

FISCAL IMPACT

Adoption of the Ordinance at a subsequent hearing would obligate the District to publish the text of the ordinance in a newspaper of general circulation and to implement the prescribed review functions.

RECOMMENDATION

Staff believes that the ordinance adds desirable processes to ensure that the initial landscaping and irrigation systems at new commercial development are water efficient and supports adoption.

ATTACHMENTS

- Ordinance (Section 3.05 Re-Write)

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2008\Landscape Ordinance Adopt.DOC

ORDINANCE NO. 2008- XXX

**AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE RULES AND REGULATIONS
FOR ALLOCATION OF INTENT-TO-SERVE LETTERS
CHAPTER 3.05 OF THE DISTRICT CODE**

WHEREAS, it is essential for the protection of the health, welfare, and safety of the residents of the Nipomo Community Services District ("District"), and the public benefit of the State of California ("State"), that the groundwater resources of the Nipomo Mesa be conserved; and

WHEREAS, on June 13, 2007, the District adopted Ordinance 2007-106 that amended and restated Chapter 3.05 of the District Code; and

WHEREAS, based on the Staff Report, Staff presentation, and public comment, the District Board of Directors finds:

- A. That the purpose and intent in further amending Chapter 3.05 is to minimize water demand for non residential commercial projects approved by the District Board of Directors.
- B. Adopting these revisions to Section 3.05 of the District Code will provide greater assurances that there will be adequate groundwater to meet the present and future needs of District Residents consistent with the resource protection goals of the San Luis Obispo County South County Area Plan;
- C. That adopting the amendments to Chapter 3.05 will further conserve the water supply for the greater public benefit, with particular regards to domestic use, sanitation and fire protection.

NOW, THEREFORE BE IT ORDAINED, by the Board of Directors of the District as follows:

Section 1.

Section 3.05.035 is added to the District Code as follows:

**3.05.035 Non-Residential/Commercial/Industrial Limitations
on Water Use**

Total water demand for non-residential/commercial projects will be established on a case-by-case basis by the District Board of Directors with consideration of the applicant's request and best management practices for project low water use.

ORDINANCE NO. 2008-

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE RULES AND REGULATIONS
FOR ALLOCATION OF INTENT-TO-SERVE LETTERS
CHAPTER 3.05 OF THE DISTRICT CODE

Section 2.

Section 3.05.050 (A)(1) of the District Code is amended to read as follows:

1. Low-water use landscape and irrigation systems will be installed to irrigate landscaping; and

Section 3.

Sections 3.05.050(8)(1) and (2) of the District Code are amended to read as follows:

1. Low-water use landscape irrigation systems will be installed to irrigate landscaping; and
2. The design maximum total water demand, including landscaping, does not exceed the limitations on water use established in Section 3.05.030, above.

Section 4.

Section 3.05.050(8)(3) is added to the District Code as follows:

3. For non-residential/commercial/industrial projects, Intent-to-Serve applications shall include the following: an irrigation plan, a plant material layout plan, a plant material list (if not included in the plant material layout plan), and a hardscape plan shall be submitted if there are any water features (such as fountains and swimming pools) included in the project design.

Section 5.

Section 3.05.050(C) is added to the District Code as follows:

- C. Will-Serve Letters will not be issued to non-residential/commercial/industrial projects until General Manager verifies that the landscape irrigation and plant material layout plans and/or hardscape plan comply with the total project water demand established by Section 3.05.035.

Section 6. Incorporation of Recitals

The recitals to this Ordinance are true and correct, support the implementation of conservation measures and procedures adopted by this Ordinance and are incorporated herein by this reference.

ORDINANCE NO. 2008-

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE RULES AND REGULATIONS
FOR ALLOCATION OF INTENT-TO-SERVE LETTERS
CHAPTER 3.05 OF THE DISTRICT CODE

Section 7. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Governing Board of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that anyone or more sections, subsection, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 8. Effect of headings in Ordinance

Title, division, part, chapter, article, and section headings contained herein do not in any manner affect the scope, meaning, or intent of the provisions of this Ordinance.

Section 9. Inconsistency

To the extent that the terms of provision of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District Ordinance(s), Motions, Resolutions, Rules, or Regulations adopted by the District, governing the same subject matter thereof, then such inconsistent and conflicting provisions of prior Ordinances, Motions, Resolutions, Rules, and Regulations are hereby repealed.

Section 10. CEQA

The District performed an environmental assessment in adopting Chapter 3.05. Said CEQA checklist confirmed that the adoption of the rules and regulations allocating Intent-to-Serve Letters could not have a significant effect on the environment. Said environmental checklist and negative declaration are incorporated herein by reference. Further, based on the prior CEQA review the Board of Directors finds that the adoption of the rules and regulations established by this Ordinance fall within the activities described in Section 15061 (b)(3) of the CEQA Guidelines which are deemed not to be projects for the purposes of CEQA because they can be seen with certainty that there is no possibility that the rules and regulations in question may have a significant effect on the environment. The District General Manager is directed to prepare and file an appropriate notice of exemption.

ORDINANCE NO. 2008-

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE RULES AND REGULATIONS
FOR ALLOCATION OF INTENT-TO-SERVE LETTERS
CHAPTER 3.05 OF THE DISTRICT CODE

Section 11. Effective Date

This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage it shall be posted in three (3) public places with the names of the members voting for and against the Ordinance and shall remain posted thereafter for at least one (1) week. The Ordinance shall be published once with the names of the members of the Board of Directors voting for and against the Ordinance in the Santa Maria Times.

Introduced on the 26th day of November, 2008 and adopted by the Board of Directors of the Nipomo Community Services District on December 10, 2008, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

MICHAEL WINN,
President of the Board of Directors
Nipomo Community Services District


ATTEST:

APPROVED AS TO FORM:

DONNA K. JOHNSON
Secretary to the Board

JON S. SEITZ
District Legal Counsel

T:\BOARD MATTERS\ORDINANCES\2008\2008-LANDSAPE ORD.DOC

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: DECEMBER 5, 2008

**AGENDA ITEM
E-5
DECEMBER 10, 2008**

SELECT 2009 FEDERAL LOBBYIST

ITEM

Select lobbyist to represent District in securing federal funding for waterline intertie project and authorize execution of agreement [SELECT FIRM AND AUTHORIZE AGREEMENT EXECUTION].

BACKGROUND

Your Honorable Board this fall terminated the 2008 Lobbyist Contract and directed staff to solicit proposal for 2009 services. Two firms, Marlowe and Van Scoyoc submitted the attached proposals. Both firms are qualified and could provide representation. Marlowe proposes to provide services at \$3,750 per month (\$45,000 per year) with up to three visits to the District. Van Scoyoc proposes to provide services at \$4,500 per month (\$54,000 per year) with one visit to the District. Greg Burns now with Van Scoyoc was the individual who provided the day to day coordination with NCS D in 2008.

FISCAL IMPACT

The FY08-09 Budget includes \$55,000 for lobbyist services.

RECOMMENDATION

Staff strongly supports retention of a lobbyist and believes that Federal Funds can be secured to offset a portion of the local share of the cost of the Waterline Intertie Project. The Marlowe proposal is less expensive than the Van Scoyoc proposal, but either proposal could be funded with the available budget.

ATTACHMENTS

- Marlowe Proposal
- Van Scoyoc Proposal

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PROPOSAL TO PROVIDE:

*Federal Lobbying Services
for the Nipomo Community Services District,
California*



SUBMITTED BY:

Greg Burns
Van Scoyoc Associates, Inc.
(202) 737-8162
gburns@vsadc.com

October 20, 2008



VAN SCOYOC
A S S O C I A T E S

October 20, 2008

Bruce Buel
General Manager
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444

Dear Bruce:

Thank you very much for requesting this proposal to provide the Nipomo Community Services District (NCSO) with comprehensive Federal lobbying services in Washington. I greatly enjoyed working with the NCSO in the past and hope to have the chance to continue our relationship.

Van Scoyoc Associates was founded in 1990 and is the largest independent lobbying firm in Washington. We have about 80 staff members, including about 30 principals. The company represents a wide variety of interests, including a number of government agencies, non-profit entities, institutions of higher learning, and Fortune 500 companies.

Even though the firm is large, it has the characteristics of a group of individual lobbying entities, with the principals responsible to specific clients under the firm's larger umbrella. Our team will be able to offer the Nipomo Community Services District the continued personal service to which you were accustomed while also providing you with the additional resources of a large firm. We have someone at the firm who can meet almost any need or who has worked for or with just about every relevant official in Washington.

Thank you again for the opportunity to present the District Board with this proposal. If you have any questions, please let me know.

Sincerely,



Gregory D. Burns

TABLE OF CONTENTS

Van Scoyoc Associates -- Our Company	4
Scope of Services for the Nipomo CSD	7
Success on Behalf of Government Entity Clients	9
Van Scoyoc – Nipomo CSD Team Profiles	11
Van Scoyoc Fee Proposal	14

Van Scoyoc Associates – Our Company

History: H. Stewart “Stu” Van Scoyoc (pronounced “Van Skoik”) established VSA in 1990 with “three employees, eight clients, a five-pound cell phone, and the desire to compete.” Today, VSA is the largest independent provider of Federal representation in Washington, serving cities, counties, other government entities, Fortune 500 corporations, major research institutions and universities, startup companies, and charitable organizations.

While our company is large – with about 30 principals and 50 support people – our core concepts make sure we tailor each government relations campaign to fit each client’s needs and desires.

Service: VSA provides the human touch of a small entrepreneurial firm by assigning specific principals and staff to each client. We never charge hourly fees that might impede regular two-way communication with clients. We want to encourage innovation and preserve as much freedom as possible for both clients and staff.

Resources: At the same time, VSA can summon the skill, expertise, and contacts of its entire staff on behalf of any client. VSA’s successful track record, combined with our principals’ hundreds of years of Legislative and Executive Branch experience make VSA a powerful advocate. VSA staff worked side-by-side with senior elected and appointed leaders in Congress, the White House, and Cabinet, with Senior Executive Service managers, and with professional staff throughout the various agencies and departments.

Balance: From its inauguration, VSA has carefully kept a bipartisan balance. That commitment makes VSA unusually effective today, when politics are more polarized than ever and political power fluctuates. Republicans and Democrats in roughly equal numbers make up the staff. With strong ties across party lines, both in Congress and the Executive Branch, VSA finds creative solutions to problems others deem intractable.

Skill: Gone are the days when Washington representation meant simply shepherding a client’s issue through the appropriations process. New and, in some cases, needed scrutiny has come to Congressionally directed projects and programs, and building a case before the Federal Government now calls for action on a broad scale. VSA wants clients to understand and make use of the variety of Federal relations assistance we provide with our in-house experts.

Detail: Our relationship with our clients begins by thoroughly investigating your needs and priorities. We will evaluate your political strengths, weaknesses, and critical relationships to identify how best to attain the goals you set. And, after all parties agree on how best to represent our clients and we go to work, we pledge to keep you fully involved and abreast of developments, while mutually revising plans as we go to reflect changes in Washington.

Integrity: Honesty has always been our best policy, but in today’s political atmosphere, a company offering Washington representation must be above reproach. Van Scoyoc Associates and its affiliated companies will always represent the NCSA in a dignified and ethical manner.

We strictly abide by the provisions of the Honest Leadership and Open Government Act of 2007, including prohibitions on gifts, meals, and travel for elected officials and staff.

Location: VSA and its affiliate companies are located just steps from the Capitol. Clients are able to use VSA's guest offices during their visits to Washington.

Experience: VSA has extensive experience successfully advocating on behalf of local governmental agencies, including for the following existing clients:

Alabama State Port Authority, Ala.
Alameda-Contra Costa Transit District, Calif.
Baldwin County, Ala.
City of Baltimore, Md.
City of Calera, Ala.
City of Cathedral City, Calif.
City of Dana Point, Calif.
City of Elk Grove, Calif.
City of Fayetteville, Ark.
City of Gadsden, Ala.
City of Galt, Calif.
City of Glendale, Ariz.
City of Iola, Kan.
City of Long Beach, Calif.
City of Newport Beach, Calif.
City of Norwalk, Calif.
City of Orange Beach, Ala.
City of Pismo Beach, Calif.
City of Portsmouth, Va.
City of Santa Maria, Calif.
City of Seattle, Wash.
City of South Salt Lake, Utah
City of Stockton, Calif.
City of Westminster, Calif.
Clark County Public Transportation, Wash.
Cleveland-Cuyahoga Port Authority, Ohio
Dallas Area Rapid Transit, Texas
Dona Ana County, N.M.
Georgetown Divide Public Utility District, Calif.
Eastern Municipal Water District, Calif.
El Dorado County Transportation Commission, Calif.
LA County Metropolitan Transit Authority, Calif.
Lee County, Fla.
Memphis-Shelby County Airport Authority, Tenn.
Merced County Association of Governments, Calif.
Mission Springs Water District, Calif.
Mobile Airport Authority, Ala.

Mobile County, Ala.
Mobile Regional Airport Authority, Ala.
Montgomery Airport Authority, Ala.
Orange County Fire Authority, Calif.
Placer County, Calif.
Port Authority of New Jersey and New York
Redevelopment Agency of the City of Stockton, Calif.
Sacramento County Airport System, Calif.
Sacramento County Regional Sanitation District, Calif.
San Bernardino Associated Governments, Calif.
San Joaquin Area Flood Control Agency, Calif.
South Montebello Irrigation District, Calif.
St. Clair County, Minn.
Town of Queen Creek, Ariz.
Washington County, Ore.

As detailed below, members of VSA's team have strong ties to the California Congressional Delegation, the key appropriations and authorization committees, and the relevant Executive Branch agencies.

Scope of Services for the Nipomo CSD

As the largest independent government affairs firm in Washington, Van Scoyoc Associates has worked with nearly every Executive Branch department and agency to cut through red tape, obtain competitive grants, and start new initiatives. We have also helped our clients secure authorizations and appropriations from Congress for water resources, transportation, economic development, community services, public health and safety, education, housing, and rehabilitation services, among many other projects.

In 2009, our team will execute an aggressive appropriations strategy for the fiscal year 2010 appropriations cycle to secure immediate, initial funding from the Environmental Protection Agency for the Waterline Intertie Project. We will also work to secure a Federal authorization for the project via the Water Resources Development Act to ensure future funding participation of the Corps of Engineers, who would essentially become a granting agency to the District.

To be successful, VSA will use its knowledge of the Waterline Intertie Project to immediately reengage the Districts' Federal legislative delegation, particularly Senators Feinstein and Boxer, and Representative Capps. We will also emphasize District efforts to encourage water conservation, illustrate how the District does not control growth in south San Luis Obispo County, demonstrate that the District is not the largest water user on the Nipomo Mesa, provide information related to current groundwater levels and tie that information to potential saltwater intrusion, have the District and the City of Santa Maria emphasize the high level of cooperation regarding the sale of water, and update the delegation on the District's ongoing efforts to construct the Waterline Intertie Project by the end of 2010.

Legislative Strategy. Developing a well thought out legislative strategy is the first key to successful advocacy and to capturing Congressionally directed grants for high priority projects.

During our initial phase, we will use Mr. Burns's knowledge of the District's situation and legislative goals to build upon the relationships we already have with your Congressional Delegation. We then will identify other key Members of Congress who are in positions to advance your legislative agenda. We will work with you to cultivate relationships with key Members and staff in the California Congressional Delegation and on the House and Senate appropriations and authorizing committees, as well as with officials at Federal agencies. We will evaluate the District's political strengths, weaknesses, and critical relationships to identify how best to attain the goals we mutually set.

Project Preparation and Legislative Drafting. After a solid legislative advocacy program is developed, we will work with you to frame your issues in the most politically feasible manner in order to maximize your chances of success. As part of this work, we will draft:

- **"White papers" and other material** geared toward elected officials and their staffs, justifying your program in simple and straightforward language. As part of this process we provide Congress with the exact information needed to be successful.

Such specificity is critical to ensure that your legislative program can be properly implemented.

- **Legislative or report language** to correspond with your legislative program.
- **Letters** for your Delegation to use with the various relevant Congressional committees.
- **Talking points** for your Delegation to use as they discuss your issues with members of the relevant Congressional committees.

Legislative Advocacy. The aggressive advocacy phase will begin immediately with meetings your VSA team will have with Members of the California Congressional Delegation, appropriate committee staff, and agency officials. We then recommend a visit to Washington by members of the District sometime early next year. VSA will accompany District officials to all Washington meetings undertaken in pursuit of the District's legislative agenda and will help prepare your presentations for Members of Congress, their staff, and Executive Branch officials. In this way, the District can effectively educate these Members of Congress and their staffs to champion your proposals.

We will closely monitor progress of legislation, ensuring that your priorities are considered by the relevant committees. Success depends upon timely input from Members and their staffs to the committees. Careful coordination is often required with the Federal agency that will eventually administer the program. We will ensure that conversations are made at the right time, timely correspondence is sent, and that agency officials are communicating with Capitol Hill.

Crisis Management. Crises sometimes emerge that may jeopardize a client's ability to execute a legislative agenda. They may come in the form of legislation adversely impacting the client or as political developments threatening a working relationship with a particular Member of Congress. We will work with you, first, to avoid these situations, and, in instances where circumstances do not permit prevention, we will help you to navigate clear of these difficulties.

Liaison with National Organizations. VSA will also work to mobilize the support of national coalitions and trade associations. VSA currently coordinates with several national water organizations.

Deliverables. VSA will provide timely reports to keep the District aware of relevant legislative and political developments. At the District's direction, our team can provide monthly written legislative updates, engage in regular conference calls with District staff, or establish any other desired reporting structure for the District.

Success on Behalf of Government Entity Clients

Van Scoyoc Associates has a demonstrated record of success in securing Federal funding for government entity clients throughout the country for projects as diverse as water infrastructure, transportation, economic development, law enforcement, and education. A small selection of our accomplishments in these areas is listed below. This list also includes some accomplishments on behalf of clients by Mr. Burns as the leader of a team at his former employer:

Water Infrastructure

- \$500,000 to the City of Fayetteville, Ark., for a wastewater project
- \$800,000 for a regional water storage and quality project of the Southwest Florida Water Management District
- \$1 million to the City of Baltimore, Md., for a water infrastructure project
- \$500,000 to the City of San Clemente, Calif., for upgrades to their reclaimed water plant
- Over \$6 million to the Mission Springs, Calif., Water District over several years to implement water reuse programs

The following are examples of our team's Corps of Engineers water infrastructure projects:

- \$280,000 to begin a new start Corps of Engineers study of the fragile levee system protecting the City of Santa Maria, Calif.
- \$20 million authorized for water supply interconnectivity infrastructure in Lee County, Fla.
- \$3,373,000 to improve the jetties at the St. Lucie Inlet in Martin County, Fla.
- \$28,025,000 during two fiscal years to make Operations and Maintenance repairs to the Sabine-Neches Waterway, a major Texas ship channel connecting multiple ports and other facilities to the Gulf of Mexico
- \$1,557,000 during two fiscal years to continue a Corps of Engineers feasibility study to widen and deepen the Sabine-Neches Waterway to 48-feet

Transportation

- \$5 million to Martin County, Fla., for the construction of the Indian Street Bridge
- \$2.45 million to the Alameda-Contra Costa Transit District for transportation projects
- \$1 million to St. Lucie County, Fla., to purchase ADA buses
- \$500,000 to the City of Santa Maria, Calif., to construct an intermodal transit center
- \$2.5 million for bus rapid transit for AC Transit in Oakland, Calif.

Economic Development

- \$825,000 over three years to the City of Sarasota, Fla., to revitalize a City park and community center

- \$3.6 million to the City of Baltimore, Md., over several years to expand job training programs in the construction and biotechnology fields
- \$53.8 million to the City of Fort Pierce, Fla., to construct a new Federal courthouse that will serve as a economic catalyst for the community while also meeting the growing space needs of the Court
- \$675,000 to the Edison & Ford Winter Estates over two years for the implementation of their Master Plan restoration
- \$2.1 million to the City of Detroit, Mich., for the City's Far East Side redevelopment initiative

Law Enforcement and Public Safety

- \$660,000 for a Washington County, Ore., drug court program and a recidivism reduction program
- \$4 million over several years to the City of Baltimore, Md., for a satellite mobile data terminals for state police, a local juvenile justice program, and a drug eradication program
- \$391,000 to the City of Flagler Beach, Fla., for emergency personnel technology upgrades
- \$1,292,500 to the City of Glendale, Ariz., for a law enforcement technology initiative and public safety equipment
- \$650,000 to the City of Detroit, Mich., for various public safety initiatives

Education

- \$146,000 to the Edison & Ford Winter Estates for the expansion of an educational program aimed at fourth-grade students

Health Care Initiatives

- \$1 million for a tele-health initiative
- \$600,000 for public health in Detroit

Van Scoyoc – Nipomo CSD Team Profiles

We have assembled a highly qualified team at Van Scoyoc Associates to help the Nipomo Community Services District address all of its needs. Our team includes a lobbyist who has represented many of the firm's California government entities, most of whom have similar issues with water supply. Furthermore, Mr. Burns's time spent working on behalf of the District also gives our team a better understanding of your situation than anyone else in Washington, and his prior association would allow for a seamless continuation of the District's Federal lobbying efforts. Our team also has excellent relationships with much of the California Congressional Delegation.

Together, our team has an excellent understanding of the challenges facing the Community Services District, as well as the opportunities and avenues to success.

Greg Burns

Greg Burns joined Van Scoyoc Associates in 2008 as an Associate Vice President, bringing with him an extensive background in lobbying and politics, experience in a wide range of issues, an insider's view of the legislative process, and contacts throughout Washington.

Representing local and regional government entities and non-profits is a particular interest of Mr. Burns, and it fits well with his emphasis on forging personal connections with his clients and people in government.

"I like to spend a lot of time during the initial phases of a relationship learning about my clients and their specific challenges. I need to know a community or non-profit well before representing it," he said.

That attention to detail pays off in many ways. "I value the personal ties with my clients that develop over time and generally become very strong," Mr. Burns said.

Mr. Burns lobbies Congress and the Executive Branch on issues such as appropriations, water resources, transportation, economic development, law enforcement, and not-for-profit issues. His clients come from states as diverse as California, Florida, Texas, and Utah. In California, Mr. Burns has successfully represented Del Norte County, Santa Barbara County, the City of Imperial Beach, the City of Lompoc, the City of Pismo Beach, the City of San Clemente, the City of Santa Maria, and the City of Solana Beach.

In the House of Representatives, Mr. Burns served on the legislative staff of Rep. Darlene Hooley of Oregon, where he was responsible for telecommunications, health care, campaign finance reform, judiciary, and science. He also worked in the fields of financial services, transportation, foreign affairs, defense, and the environment during his time on the Hill.

Outside of Congress, Mr. Burns implemented and executed a lobbying agenda for the U.S.

Public Interest Research Group in Washington, D.C. Before joining Van Scoyoc Associates, Mr. Burns was a lobbyist with Marlowe & Company, also in Washington, helping that company grow substantially.

Mr. Burns graduated from the University of Virginia with a Bachelor of Arts in Government and English, where he mixed his interest in campaign finance reform with a lifelong love of 20th century literature.

Thane A. Young

Thane A. Young, Vice President at Van Scoyoc Associates, has a broader perspective on government relations than most lobbyists. That's because his work has encompassed trade associations, state and local agencies, private companies, and all parts of the Federal government, in addition to Capitol Hill.

"Washington is important, but I like to look at the whole picture. I spend a lot of time one-on-one with my clients, working through all the interlocking issues and developing comprehensive solutions to a project or problem," Mr. Young said.

Mr. Young has been lobbying for over two decades, and he began his career in Washington as a legislative aide to U.S. Sen. Pete Domenici, R-N.M. He also has served as director of government affairs for the National Association of Realtors, and for six years in California, he represented clients on the state and Federal levels.

Mr. Young has worked with the U.S. Army Corps of Engineers, the Federal Emergency Management Agency, the Environmental Protection Agency, the Department of the Interior, and many other Federal agencies with jurisdiction in public infrastructure, economic development, and natural resources. He has coordinated strategy with national organizations such as the U.S. Conference of Mayors, the National League of Cities, the National Association of Homebuilders, and the National Association of Flood and Stormwater Management Agencies.

The City of Stockton, Calif., has been a client since the mid-1990s. A Federal plan to designate much of the metropolitan area as a flood plain threatened the economic future of the 250,000-population city. Instead, Mr. Young played a primary role in the city taking responsibility for its own flood protection, with Washington refunding most of the cost. Since then, Mr. Young has worked with Stockton to win over \$40 million in Federal support.

With his Western background, Mr. Young has long been involved in the bitter disputes over water supply and quality that now have been replicated across the entire country. "Every jurisdiction in the country needs water infrastructure, improved flood control, wiser use of diminishing water supplies, or new strategies for improving water quality," Mr. Young said.

In Orange County, Calif., Mr. Young helped develop plans and funding for more than 50,000 acres of endangered habitat that made sense for local economic interests, environmentalists, and multiple endangered species.

For urban fire departments, Mr. Young is working to provide full congressional authorization for the country's 28 urban search and rescue teams. These teams were created to respond to natural disasters, but because of terrorism, their role has changed. Federal legislation is needed to make the system and its funding more consistent.

Mr. Young holds a Bachelor of Arts in Political Science from Brigham Young University, and did graduate work in urban and environmental planning at California Polytechnic State University, San Luis Obispo.

Van Scoyoc Fee Proposal

Van Scoyoc Associates proposes a contract proposal with the Nipomo Community Services District beginning January 1, 2009 through December 31, 2009, for a flat monthly fee of \$4,500. This fee includes all day-to-day expenses and one trip to Nipomo during the contract term. Additional long distance travel is not included, and would only be undertaken with the District's specific approval.

Thank you again for the opportunity to present this proposal. Please let us know if you have any questions, concerns, or would like more information.



MARLOWE & COMPANY

GOVERNMENT AFFAIRS CONSULTANTS

November 19, 2008

Mr. Bruce Buel
General Manager
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444-0326

Dear Mr. Buel:

Thank you very much for requesting this proposal to help the Nipomo Community Services District (District) secure federal funding for the District's waterline intertie project. In addition, you would like us to pursue an authorization for this project in the Water Resources Development Act. We look forward to resuming our successful relationship with the District.

Marlowe & Company proposes to provide the District with complete and comprehensive federal government affairs representation, including — but not limited to — direct lobbying services, strategic planning, a constant flow of information and analysis of federal events, briefings, and other aid for the effective achievement of the Scope of Work established by the District in coordination with Marlowe & Company. At your request, we have provided a proposal that eliminates most of the boilerplate that we would provide to a prospective client with whom we have had no previous relationship.

Sincerely,

Howard Marlowe

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NOV 20 2008

NIPOMO COMMUNITY
SERVICES DISTRICT

1667 K STREET, NW ■ SUITE 480 ■ WASHINGTON, DC 20006 ■ (202) 775-1796 ■ FAX (202) 775-0214

EMAIL: MARLOWE@MARLOWECO.COM ■ WWW.MARLOWECO.COM

Marlowe & Company Credentials

Since 1984, Marlowe & Company has provided effective government affairs services in Washington, D.C. for government entities from across the country. Our representation is built on a solid foundation of knowledge and results. What truly sets us apart is the personalized service that makes Marlowe & Company unique among government affairs firms in Washington. Your Marlowe & Company team will provide the District with the level of attention, effective advocacy, access to key decision makers, and timely information that you need in order to succeed in Washington's intensely competitive environment.

Marlowe & Company's sole commitment is to serving public entities and nonprofit interests. We know how important it is for government officials to show taxpayers that their investment in government affairs consulting services has paid off.

Your Marlowe & Company team has the experience necessary to cover a wide range of policy issues as well as to uncover funding opportunities that may be critical to meeting the District's needs. Since we last met with the District's Board, we have expanded our staff and strengthened our capabilities.

We are proud to provide each of our clients with a level of service that is unmatched by other firms. Our success rate exceeds 90 percent on appropriations requests with an average return of \$70 for every dollar invested in our services during Fiscal Year 2008.¹

Marlowe & Company operates on a basis quite different from other government affairs consulting firms. While others ask their lobbyist-employees to maintain their own individual "books" of business, each of our clients is the firm's client. The staff who will provide the services described in our proposal function as a team whose sole interest is serving the District. Unlike other firms, there is absolutely no pressure on any of your team's members to bring in new business. Their commitment to the Nipomo Community Services District -- just as our firm commits to each of our clients -- is to provide the highest possible level of service.

Marlowe & Company has a wealth of experience serving local government entities with water infrastructure and resource needs. In the current political climate in Washington, DC, there will be more opportunities to obtain funding for infrastructure projects than at any time in the past three decades. Our staff expertise and our relationships with the congressional appropriations committees and the incoming Obama Administration enable Marlowe & Company to be ideally positioned to take advantage of those opportunities on behalf of the District.

Marlowe & Company Strategy for Success

Based on our past work for the District, we know you rely on groundwater for 100% of the water supply. There is the danger of saltwater intrusion as well as the requirement that the District be able to provide reliable sources of water for the community. Pursuing a modified version of the strategy we used for calendar 2008, we believe the waterline intertie project is a

¹ A list of recent accomplishments begins on page 7.

strong candidate for partial funding through the State and Tribal Assistance Grant (STAG) appropriations account.²

As in 2008, we propose a dual-track approach of seeking an authorization for this project in the Water Resources Development Act (WRDA). The "Section 219" environmental infrastructure program offers the possibility of a funding stream that would be both longer and stronger than STAG. Neither the House nor the Senate passed a WRDA bill in 2008. Although we believe the WRDA strategy should be pursued in 2009, our sources indicate that Congress is more likely to wait until 2010 before taking final action on this legislation. While there will be a need to submit a request to be included in this bill and to get the delegation's support for the request in 2009, we believe the District should not expect final action until 2010. In addition, the WRDA legislation is an authorization bill. Inclusion of the language we seek does not provide any funding. Rather, it gives the District the right to ask for funding in calendar 2010. The advantage of the WRDA approach is that it can result in a significantly larger federal share of total required funding than is commonly available through a STAG appropriation. In addition, Senator Barbara Boxer is expected to continue to chair the committee that develops the WRDA legislation, affording an opportunity to divert some of the legislative burden from the shoulders of Representative Capps.

What follows is a general guideline of the appropriations-related activities we would perform on behalf of the Nipomo Community Services District during a typical congressional cycle. Unfortunately, the appropriations process in calendar 2009 will be anything but typical given the fact that the last Congress did not pass nine of the twelve appropriations bills. That responsibility shifts to the new Congress that takes office in January. Presumably, the FY 2009 bills will have to be negotiated and debated at the same time as Congress starts developing its FY 2010 funding bills.

1. **January:** Prepare supplemental materials to be used throughout the year to support our lobbying efforts. Also, meet with the staff of your congressional delegation to update them on the status of your project(s) and give them a heads-up as to what requests we expect will be made of them during the year.
2. **February:** Draft appropriations request letters and fill out appropriations request forms to be sent to your congressional delegation. Also, meet with members of your congressional delegation to go over these requests in person.
3. **March:** One or more elected officials or other local representatives should come to Washington, D.C. for appointments we will set up with the congressional delegation and others. We will brief those who travel to Washington on what points need to be made as well as prepare written materials to be used during the visits and accompany them to meetings.
4. **April and May:** The House and Senate Appropriations subcommittees are likely to mark-up and pass their respective versions of the appropriations bills that would contain funding for your project(s). We will work with the subcommittees and your congressional delegation to make sure all questions are answered related to your

² Congress has yet to take final action on most of its FY 2009 appropriations bills. Therefore, the final outcome of the District's pending STAG request is not yet known and will not be known until after the District will have to submit its FY 2010 appropriations request. We will propose a modification in the STAG request strategy based on the current political and fiscal climate.

project(s) and that there are no loose ends. At the same time, we will make sure the subcommittee staff understands the importance of your project(s).

5. **June:** The House of Representatives is likely to begin acting on passage of its versions of the appropriations acts.

6. **July:** The Senate is likely to begin acting on passage of its version of the appropriations acts.

7. **August and September:** During all of August and some of September, Congress is out of session and only staff is left in Washington. This is actually some of the best time to affect change in Washington and real progress can be made on funding issues when working directly with committee and subcommittee staff, often alone or with the help of your congressional delegation.

8. **October to the end of the year:** The differences between the House and Senate appropriations acts will be resolved and final bills should be passed by Congress and signed into law by the President. We will work the "conference committee" process to make sure that the funds you need are included in these final acts.

9. **November:** We review with the District what has occurred during the past several months and get your evaluation of our performance. We also prepare thank you letters and other follow-up materials for you to send to your congressional delegation.

10. **December:** We begin to prepare for the appropriations process again.

Marlowe & Company's Nipomo Community Services District Team

Marlowe & Company services clients using a team approach. Our firm is comprised of experienced professionals whose sole commitment is to putting the District in a position to be successful on the federal level. We currently have 13 full-time staffers and consultants in addition to five local client representatives spread across the country.

While the Town will have access to each member of our firm, your team will be led by Howard Marlowe. He will be assisted by Daniel Sheehan, Dennis Kern, Ian Pfeiffer, and James Alfano. This team has a proven track record of securing appropriations and legislative victories for our clients throughout the nation.

Howard Marlowe, President

Howard Marlowe is President of Marlowe & Company, LLC, a Washington, D.C. lobbying firm established in 1984. He has over 30 years of experience as a lobbyist working with Congress and the Executive Branch.

Prior to founding Marlowe & Company, Mr. Marlowe spent four years working on Capitol Hill as the legislative director for a United States Senator and counsel to a subcommittee of the Senate Finance Committee. That was followed by five years as an energy and transportation economist, after which he served another four years as Deputy Director of Legislation for a major national trade association.

At Marlowe & Company, he has taken the lead in the firm's representation of cities, counties, and other public entities, nonprofit organizations, and associations.

In addition to his work with the firm, Mr. Marlowe served two terms as president of the American League of Lobbyists, followed by two terms as president the League's Educational Fund.

Mr. Marlowe received his Bachelor of Science in Economics from the Wharton School of Finance and Commerce of the University of Pennsylvania, and his Juris Doctor from New York University Law School. He has also served as a member of the Adjunct Faculty of American University in Washington, D.C.

Daniel J. Sheehan, Principal

Mr. Sheehan has represented cities and counties before the federal government for more than twelve years, focusing much of his efforts on infrastructure and transportation priorities. Prior to that, Mr. Sheehan worked as a congressional staff member for seven years, serving as an appropriations aide to a former United States Senator, a professional committee staff member, and as a legislative assistant for transportation and infrastructure to a former member of the United States House of Representatives.

Mr. Sheehan complements our team by providing a strong expertise in transportation, and will play a leading role in our efforts to help secure the City's surface transportation (SAFETEA-LU) reauthorization goals.

Mr. Sheehan holds a bachelor's degree in history and economics from the College of William and Mary in Virginia.

Dennis Kern, Principal

Dennis Kern is a Principal at Marlowe & Company, assisting clients in the areas of appropriations, infrastructure projects, environmental issues, and homeland security.

After more than 30 years of experience in the Executive and Legislative branches of government, Mr. Kern moved to the private sector in 2005. Immediately prior to leaving government service, Mr. Kern served on the staff of the Energy and Water Subcommittee of the U.S. House of Representatives Appropriations Committee. He was responsible for the budgets of the U.S. Army Corps of Engineers and the Interior Department's Bureau of Reclamation and developed expertise in the full range of programs and capabilities of both agencies.

Mr. Kern spent almost 20 years with the U.S. Army Corps of Engineers and held the Civil Works Directorate positions of Program Manager for Operations and Maintenance and for Anti-Terrorism, Force Protection and Homeland Security. He worked closely with every Corps District and Division in the nation, as well as with the military leaders and with civilian managers who shape the Civil Works program. Mr. Kern's extensive contacts throughout the federal bureaucracy assist clients in successfully promoting federal project needs, from initial to final authorization, federal permitting issues resolution and annual appropriations.

Mr. Kern has an impressive record of success working with local governments on water projects, environmental issues, and the restoration of New Orleans and Southeast Louisiana. He has established excellent relationships with many Members of Congress, as well as officials at the Corps of Engineers, the Departments of Agriculture and Interior, the Environmental Protection Agency, and the White House Office of Management and Budget.

Mr. Kern holds a B.A. in Business and Public Administration from the University of Virginia's College at Wise and a Master's degree in Information Management from Marymount University. He is a graduate of the Army Management Staff College and served a four-year enlistment in the United States Air Force. He has held high-level Department of Defense and Department of Energy Security Clearances.

Ian Pfeiffer, Senior Public Policy Advisor

Ian Pfeiffer has been a successful federal lobbyist with his own practice. At Marlowe & Company, he assists with business development and the servicing of clients in California and other western states. Prior to entering the private sector, Mr. Pfeiffer served as the Legislative Director for a California Representative and coordinated a bipartisan California congressional delegation strategy to achieve policy initiatives and surface transportation funding. Previously, he was in charge of all appropriations for then-Rep. Mark Udall of Colorado. Mr. Pfeiffer has used these opportunities to develop an excellent knowledge of the congressional appropriations process and the key Senate, Representatives and staffers who make the funding decisions. In addition, he has developed an extensive network of policymakers throughout Washington and across the country.

Mr. Pfeiffer received his BA in Political Science from California State University at Sonoma and his Master's in Public Administration and Politics from the Edward J. Bloustein School of Planning and Public Policy, Rutgers University.

James Alfano, Public Policy Advisor

James Alfano serves as a Public Affairs Advisor for Marlowe & Company, a position which encompasses a number of roles. Mr. Alfano monitors congressional developments in various areas of interest, researches federal funding opportunities, and works with clients to draft grant applications. He also serves as the principal writer of the firm's **Coastal Connection** and **Federal Grants Alert**.

Mr. Alfano has previously worked for the Committee on House Administration. He recently graduated from Dartmouth College, where he majored in American Politics and minored in Middle-Eastern Studies. James is a native of the Washington region.

Proposed Fees

We propose an all-inclusive, not-to-exceed fee of \$48,750 for the contract period payable in monthly installments of \$3,750 each to represent the Nipomo Community Services District's legislative agenda as described above from December 1, 2008 to December 31, 2009. We have included in our fee up to three visits to Nipomo by Marlowe & Company staff during the contract period. At any time after the first 60 days of the contract period, the District may

terminate the contract without cause upon 30 days' written notice and payment of an additional early termination penalty of \$3,750.

Conclusion

In conclusion, we were both proud and pleased with our association with the District. There is immense satisfaction in working closely with dedicated public officials who are focused on ensuring a better future for the citizens of their communities. The Obama Administration and the new Congress offer both challenges and opportunities for the District. We want to help you take advantage of those opportunities and deal with the challenges, and hope that you will once again allow us to advocate for the District in Washington.

Marlowe & Company's Recent Accomplishments

At Marlowe & Company, we help government entities and non-profits secure federal appropriations and achieve legislative victories. We have consistently delivered results for our clients with a success rate of over 90 percent and a rate of return in FY 2008 of \$70 for every \$1 invested in our services.

Economic Development

- \$675,000 during two fiscal years for the restoration of a nationally historic home;
- \$150,000 for the construction of a new community library;
- \$200,000 for a local park expansion;
- \$625,000 during two fiscal years for a community center;
- \$300,000 for the construction of a coastal pedestrian trail;
- \$53.8 million to construct a federal courthouse; and
- Secured language to waive certain restrictions so a community is eligible for Rural Community Development loans and grants through the Department of Agriculture.

Water Infrastructure

- \$800,000 for a comprehensive regional water storage and quality project;
- \$500,000 for the expansion of a city's reclaimed water plant;
- \$20,000,000 authorized for water supply interconnectivity infrastructure;
- \$1,100,000 authorized for storm sewer improvements;
- \$11,000,000 authorized for environmental infrastructure, including stormwater system improvements and ocean outfalls;
- \$18,000,000 authorized for environmental infrastructure; and
- \$11,000,000 authorized for environmental infrastructure, including ocean outfalls.

In terms of other water resource infrastructure projects, we have successfully secured recent funding for the following projects:

- \$280,000 to begin a new start Corps of Engineers study of a fragile levee system protecting a city;
- \$3,373,000 to improve the jetties at an inlet;
- \$28,025,000 during two fiscal years to make Operations and Maintenance repairs to a major ship channel connecting multiple ports and other facilities;

- \$1,557,000 during two fiscal years to study the widening and deepening of a ship channel;
- \$5,583,000 to maintain a section of the Atlantic Intracoastal Waterway; and
- \$3,920,000 to maintain a series of coastal inlets.

Natural Resource Protection

- \$670,000 during three fiscal years for a local water quality and storage project;
- \$2.8 million during several fiscal years to study the feasibility of restoring a fragile lagoon ecosystem; and
- \$16.5 million in funding during several fiscal years to protect essential migratory bird refuges and horseshoe crab nesting areas.

Transportation & Infrastructure

- \$5 million for the construction of a new bridge;
- \$1 million for the acquisition of Americans with Disabilities Act compliant buses;
- \$500,000 to construct an intermodal transit center;
- \$500,000 for a local bus system;
- \$4 million for a major local street;
- \$2 million for a major highway interchange;
- \$4.5 million for an inter-modal facility;
- \$4 million for land acquisition and construction of a major local street;
- \$2 million for the construction and engineering of a major highway interchange;
- \$48 million for improvements to a major interstate;
- \$1.6 million to plan and construct a local street;
- Forged a relationship between a City and the Federal Aviation Administration to enable FAA funding for the construction of a new runway at a municipal airport;
- \$500,000 for an overpass study using military construction funding.

Law Enforcement & Emergency Management

- \$100,000 for law enforcement technology upgrades;
- \$390,100 for emergency personnel technology upgrades; and
- Fought cuts to the Emergency Management Performance Grant program, saving our clients emergency management programs from severe funding shortages.

Education

- \$146,000 for the expansion of a 4th-grade education program.

Aviation

- Secured funding for a new air tower;
- Transferred control of the Instrumental Landing System from local airports to the FAA at a major airport and more than a dozen other small to mid-sized airports;
- Obtained passage of legislation requiring installation of collision avoidance equipment in cargo aircraft; and
- Helped a community negotiate with a nearby airport to overcome a decade-long problem with airport noise.