

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MAY 8, 2009

**AGENDA ITEM
C-1
MAY 13, 2009**

MONTHLY ENGINEER UPDATE

ITEM

NCSD District Engineer Peter Sevcik re District Engineer Activities in April [NO ACTION REQUESTED].

BACKGROUND

Peter Sevcik is scheduled to summarize the attached outline.

RECOMMENDATION

Staff recommends that your Honorable Board receive the presentations and ask questions as appropriate.

ATTACHMENTS

- District Engineer Activities Outline

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NIPOMO COMMUNITY SERVICES DISTRICT

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

MEMORANDUM

TO: BRUCE BUEL, GENERAL MANAGER
FROM: PETER V. SEVCIK, P.E., DISTRICT ENGINEER *P.V.S.*
DATE: MAY 6, 2009
RE: DISTRICT ENGINEER ACTIVITIES UPDATE

- **Santa Maria Waterline Intertie Project**
 - Reviewed Draft Concept Design Report and 30% Design Plans
 - Met with AECOM to discuss Peer Review Team and District comments
 - Reviewed and provided comments on draft Technical Memorandum regarding hydraulic impacts of delivering water to Golden State Water and Woodlands Mutual Water
- **Southland WWTF Upgrade**
 - Managing Fugro disposal investigation on Kaminaka Property
 - Assisted General Manager with review of construction management services proposals
 - Developing plan to inspect existing Frontage Road Trunk Sewer
 - Developing plan for removal of accumulated biosolids in sludge drying beds
- **Willow Road Waterline Extension Phase 1 Project**
 - Completion of 100% plans pending completion of County roadway plans
- **Water and Sewer Master Plan Implementation**
 - Reviewing 100% complete design for standpipe mixing upgrade project
 - Managing design of additional connection to Blacklake Water system at Misty Glen
 - Assisting Utility Superintendent with implementation of preventative maintenance program
- **Safety Program**
 - Scheduled to conduct training for all operations employees on 5/14
 - Continued to monitor on-line training program for all District employees
- **Sewer System Management Plan**
 - Reviewing draft Overflow Emergency Response Plan and Fats, Oils and Grease (FOG) Control Elements
 - Attended CWEA SSMP training on April 27

District Engineer Activities Update

May 6, 2009

Page 2

- **Sundale Well**
 - Continuing to work with PG&E on new electrical service
 - Reviewed shop drawing submittals
 - Developing schedule to implement conversion

- **Development Oversight**
 - Roosevelt Apartments construction
 - Tract 2663 construction on Buckhorn
 - Tract 2689 construction on Tefft
 - Continued service request, plan check and project acceptance processing

- **Other**
 - Assisted General Manager with Strategic Plan Development
 - Monthly production well level measurement investigation
 - Submitted monthly compliance reports for the water and wastewater systems
 - Prepared and submitted Annual Water System Report
 - Eureka Well Radio Test

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CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

- D-1) APPROVE WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve Minutes of 4/22/08 Regular Meeting
- D-3) AUTHORIZE EXECUTION OF MUTUAL ASSISTANCE AGREEMENT
ENABLING MEMBERSHIP IN CALIFORNIA WATER/WASTEWATER AGENCY
RESPONSE NETWORK [RECOMMEND APPROVAL]
- D-4) ADOPT RESOLUTION APPROVING FY2009-10 ENGINEER'S REPORT OF
LANDSCAPE MAINTENANCE DISTRICT #1 [ADOPT RESOLUTION]
- D-5) AUTHORIZE SUBMITTAL OF "YES" VOTE ON PROPOSED CSDA BYLAWS
AMENDMENT [RECOMMEND APPROVAL]
- D-6) APPROVE QUARTERLY FINANCIAL STATEMENT [RECOMMEND
APPROVAL]
- D-7) APPROVE QUARTERLY INVESTMENT STATEMENT [RECOMMEND
APPROVAL]

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TO: BOARD OF DIRECTORS
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**AGENDA ITEM
 D-1
 MAY 13, 2009**

**TOTAL COMPUTER
 CHECKS
 \$401,907.26**

HAND WRITTEN CHECKS

04-20-09	19901	APEX SHARPENING WORKS	759.08
04-20-09	19902	E EBY	100.00
04-20-09	19903	C TROTTER	100.00
04-20-09	19904	T LANTRIP	126.10
04-20-09	19905	JAY CEE TROPHY	95.37
04-21-09	19906	EDD	90.74
05-04-09	19907	L VIERHEILIG	100.00
05-04-09	19908	M WINN	100.00
05-05-09	19909	POSTMASTER	420.00

VOID - NONE

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
16435	05/01/09	EMP01	EMPLOYMENT DEVELOP DEPT	999.41	.00	999.41	A90427	STATE INCOME TAX
16436	05/01/09	MID01	RABOBANK-PAYROLL TAX DEPO	2979.99 818.36	.00 .00	2979.99 818.36	A90427 1A90427	FEDERAL INCOME TAX MEDICARE (FICA)
Check Total.....:				3798.35	.00	3798.35		
16437	05/01/09	MID02	RABOBANK-DIRECT DEPOSIT	24667.63	.00	24667.63	A90427	NET PAY
16438	05/01/09	PER01	PERS RETIREMENT	7594.99	.00	7594.99	A90427	PERS PAYROLL REMITTANCE
16439	05/01/09	STA01	ING-PERS 457 DEFERRED COM	980.00	.00	980.00	A90427	457 DEFERRED COMP
016440	05/13/09	ABA01	ABALONE COAST BACTERIOLOG	20.00	.00	20.00	09-721	BL WWTF LAB
				20.00	.00	20.00	09-733	BL WWTF LAB
				175.00	.00	175.00	09-734	WATER SAMPLES
				20.00	.00	20.00	09-741	BL WWTF LAB
				176.00	.00	176.00	09-742	TOWN WWTF LAB
				20.00	.00	20.00	09-753	BL WWTF LAB
				115.20	.00	115.20	09-754	WATER SAMPLES
				20.00	.00	20.00	09-767	BL WWTF LAB
				14.40	.00	14.40	09-768	WATER SAMPLE TR 2663
				20.00	.00	20.00	09-774	BL WWTF LAB
				175.00	.00	175.00	09-779	WATER SAMPLES
				20.00	.00	20.00	09-780	BL WWTF LAB
				176.00	.00	176.00	09-787	TOWN WWTF LAB
				20.00	.00	20.00	09-788	BL WWTF LAB
				20.00	.00	20.00	09-795	BL WWTF LAB
				20.00	.00	20.00	09-810	BL WWTF LAB
				20.00	.00	20.00	09-821	BL WWTF LAB
				175.00	.00	175.00	09-832	WATER SAMPLES
				20.00	.00	20.00	09-833	BL WWTF LAB
				176.00	.00	176.00	09-841	TOWN WWTF LAB
				20.00	.00	20.00	09-842	BL WWTF LAB
				20.00	.00	20.00	09-850	BL WWTF LAB
				20.00	.00	20.00	09-855	BL WWTF LAB
				20.00	.00	20.00	09-874	BL WWTF LAB
				20.00	.00	20.00	09-890	BL WWTF LAB
				175.00	.00	175.00	09-891	WATER SAMPLES
				20.00	.00	20.00	09-911	BL WWTF LAB
				176.00	.00	176.00	09-912	TOWN WWTF LAB
				20.00	.00	20.00	09-926	BL WWTF LAB
				20.00	.00	20.00	09-931	BL WWTF LAB
				.40	.00	.40	09-464B	WATER SAMPLE
Check Total.....:				1934.00	.00	1934.00		
016441	05/13/09	ADV01	ADVANTAGE ANSWERING PLUS	216.14	.00	216.14	103550	ANSWERING SERVICE
016442	05/13/09	AEC01	AECOM USA INC	8202.60 1674.00 60180.03 15012.00 1350.00 418.50 502.20	.00 .00 .00 .00 .00 .00 .00	8202.60 1674.00 60180.03 15012.00 1350.00 418.50 502.20	7053405 7053514 7053721 7054454 7054458 7054460 7054460A 7055460B	SOLAR POLAR EVALUATION ORCHARD RD PRESSURE TESTI WATERLINE INTERTIE DESIGN FRONTAGE RD SEWER MAIN RE WATER SYSTEM REG COMPLIAN PCI-TRACT 2690 PCI-CO 06-0225 PCI-APN 092-130-044
Check Total.....:				87757.83	.00	87757.83		

Copy of document found at www.NoNewWipTax.com

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS MAY 8, 2009**

**AGENDA ITEM
D-1
MAY 13, 2009
PAGE TWO**

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information- Description
016443	05/13/09	ALX01	ALEXANDER'S CONTRACT SERV	3138.60	.00	3138.60	042909	METER READS
016444	05/13/09	AME02	AMERICAN INDUSTRIAL SUPPL	135.16 244.76	.00 .00	135.16 244.76	195411 196281	BL LIFT STN SHACKLES SUPPLIES
			Check Total.....	379.92	.00	379.92		
016445	05/13/09	AME03	AMERI PRIDE	115.99 115.99	.00 .00	115.99 115.99	F751823 F757308	UNIFORMS ETC UNIFORMS ETC
			Check Total.....	231.98	.00	231.98		
016446	05/13/09	ATA01	ATASCADERO MUTUAL WATER	500.00	.00	500.00	051309	WATER FEST 2009 CONTRIBUT
016447	05/13/09	ATT01	AT&T/MCI	185.41	.00	185.41	556437	PHONE
016447	05/13/09	ATT01	AT&T/MCI	150.61 33.41 147.91	.00 .00 .00	150.61 33.41 147.91	585086 585338 585408	PHONE PHONE PHONE
			Check Total.....	517.34	.00	517.34		
016448	05/13/09	BHI01	BHI MANAGEMENT CONSULTING	2450.00	.00	2450.00	09-28	STRATEGIC PLANNING
016449	05/13/09	BRE02	BRENNTAG PACIFIC INC.	593.72 450.55	.00 .00	593.72 450.55	BPI890370 BPI890371	CHLORINE CHLORINE
			Check Total.....	1044.27	.00	1044.27		
016450	05/13/09	BUE01	BUEL, BRUCE	528.00	.00	528.00	043009	CWEA CONFERENCE
016451	05/13/09	CAL03	CALIFORNIA ELECTRIC SUPPL	198.09	.00	198.09	771563	SUPPLIES
016452	05/13/09	CAN02	CANNON ASSOCIATES	1078.15 2105.00 1890.54 315.00 6756.25 1967.50 4505.00 1000.00 240.00 6090.87 120.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00	1078.15 2105.00 1890.54 315.00 6756.25 1967.50 4505.00 1000.00 240.00 6090.87 120.00	46027 46028 46029 46030 46054 46078 46079 46031-A 46032-A 46033-A 46034-A	TEJAS LS SERVICE IPAAC SERVICES SOUTHLAND WIRE REPLACEMEN LA MIRADA LS SERVICE STANDPIPE MODIFICATIONS WILLOW RD EXTENSION WILLOW ROAD OLYMPIC WELL SCADA SERV SUNDALE WELL ELECTRIFICAT OLYMPIC WELL SCADA SERV EUREKA WELL RADIO TEST
			Check Total.....	26068.31	.00	26068.31		
016453	05/13/09	CHB01	CHEVRON & TEXACO BUSINESS	1277.46	.00	1277.46	17988646	GASOLINE
016454	05/13/09	CLA02	CLAY'S SEPTIC & JETTING	600.00 600.00	.00 .00	600.00 600.00	38496 38503	PUMP LIFT STNS BL PUMP MANHOLES
			Check Total.....	1200.00	.00	1200.00		
016455	05/13/09	CLE06	CLEVER DUCKS	291.00 461.25	.00 .00	291.00 461.25	7813 7895	COMPUTER SUPPORT COMPUTER SUPPORT
			Check Total.....	752.25	.00	752.25		
016456	05/13/09	COR01	CORBIN WILLITS SYSTEMS	640.00 65.00 750.83	.00 .00 .00	640.00 65.00 750.83	A90415 A90430 A904151	BILLING SOFTWARE COMPUTER SUPPORT COMPUTER SUPPORT
			Check Total.....	1455.83	.00	1455.83		
016457	05/13/09	DEW01	J B DEWAR INC	331.12 174.35	.00 .00	331.12 174.35	197211 372212	OIL FOR WELLS OIL FOR WELLS
			Check Total.....	505.47	.00	505.47		
016458	05/13/09	EBY01	EBY, ED	100.00	.00	100.00	051309	REG BD MEETING 051309
016459	05/13/09	FAR01	FARM SUPPLY COMPANY	1475.34	.00	1475.34	989402+	SUPPLIES
016460	05/13/09	FAR02	FAR WEST EXPRESS	24.00	.00	24.00	E16003+	DELIVERY
016461	05/13/09	FGL01	FGL ENVIRONMENTAL	63.00 187.00	.00 .00	63.00 187.00	903157A 903158A	BL WWTf LAB TOWN WWTf LAB

**NIPOMO COMMUNITY SERVICES DISTRICT
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**AGENDA ITEM
D-1
MAY 13, 2009
PAGE THREE**

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016461	05/13/09	FGL01	FGL ENVIRONMENTAL	203.00	.00	203.00	903159A	BL WWTF LAB
				56.00	.00	56.00	903424A	BL WWTF LAB
				187.00	.00	187.00	903425A	TOWN WWTF LAB
				49.00	.00	49.00	903436A	WATER SAMPLE
				81.00	.00	81.00	903631A	BL WWTF LAB
				187.00	.00	187.00	903632A	TOWN WWTF LAB
				187.00	.00	187.00	903889A	TOWN WWTF LAB
				81.00	.00	81.00	903890A	BL WWTF LAB
			Check Total.....	1281.00	.00	1281.00		
016462	05/13/09	FIS01	FISHER PUMP SERVICE	21546.08	.00	21546.08	1006	SUNDALE WELL ELEC MOTOR
016463	05/13/09	GAR01	GARING TAYLOR & ASSOC	1051.25	.00	1051.25	9692	WILLOW RD INTERTIE
016464	05/13/09	GAS02	GAS COMPANY, THE	47.35	.00	47.35	042309	OFFICE HEAT 06235160949
				11.41	.00	11.41	042809	SHOP HEAT 0416373794
				93.76	.00	93.76	050109	GAS ENGINE 08619205712
			Check Total.....	152.52	.00	152.52		
016465	05/13/09	GER01	GERMAN, SCOTT	20.00	.00	20.00	041709	TRAVEL ENV SAMPLING CLASS
016466	05/13/09	GIL01	GLM, INC.	320.00	.00	320.00	050109	LANDSCAPE MAINT OFFICE
016467	05/13/09	GRO01	GROENIGER & CO	157.00	.00	157.00	11008100	SUPPLIES
				253.84	.00	253.84	11008276	SUPPLIES
				11673.81	.00	11673.81	11007697B	HYDRANTS & SUPPLIES
			Check Total.....	12084.65	.00	12084.65		
016468	05/13/09	GWA01	GWA INC	53.00	.00	53.00	904006401	ALARM MONITORING
				85.00	.00	85.00	904020621	ALAARM MONITORING
				85.00	.00	85.00	904021071	ALARM MONITORING
			Check Total.....	223.00	.00	223.00		
016469	05/13/09	HAR02	HARRISON, JAMES	100.00	.00	100.00	051309	REG BD MEETING 051309
016470	05/13/09	JUS01	JUSTIFACTS CREDENTIAL	191.00	.00	191.00	148915	BACKGROUND CHECK
016471	05/13/09	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	44702	LANDSCAPE MAINT TR 2409
				71.32	.00	71.32	44877	IRRIGATION REPAIR
			Check Total.....	285.32	.00	285.32		
016472	05/13/09	MSL01	M S LEBRUN ENVIRONMENTAL	2200.00	.00	2200.00	1	BIOSOLIDS DISPOSAL OPTION
016473	05/13/09	NEX01	NEXTEL COMMUNICATIONS	557.08	.00	557.08	87314089	CELL PHONES
016474	05/13/09	NIP01	NIPOMO HARDWARE	20.48	.00	20.48	44941+	SUPPLIES
016475	05/13/09	NIP08	NIPOMO CSD	294.52	.00	294.52	A90508	LANDSCAPE MAINT DIST WATE
016476	05/13/09	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	73038	PEST CONTROL
				49.00	.00	49.00	73039	PEST CONTROL
			Check Total.....	314.00	.00	314.00		
016477	05/13/09	OFF01	OFFICE DEPOT	286.87	.00	286.87	471323031	SUPPLIES
016478	05/13/09	ONE01	1-800-CONFERENCE	11.66	.00	11.66	635121	TELECONFERENCE
016479	05/13/09	PER08	PERIMETER SECURITY SYSTEM	86.60	.00	86.60	359003	TIMER INSTALLED
016480	05/13/09	PGE01	P G & E	25255.83	.00	25255.83	APRIL	ELETRICITY
016481	05/13/09	POO01	POOR RICHARD'S PRESS	813.91	.00	813.91	202116	CONSUMER CONF REPROT
				-779.52	.00	-779.52	194039cmC	CREDIT FOR REBATE POSTCAR
			Check Total.....	34.39	.00	34.39		
016482	05/13/09	PRE01	PRECISION JANITORIAL	650.00	.00	650.00	187	APRIL JANITORIAL SERVICE
016483	05/13/09	RAY02	RAY'S AUTO PARTS	27.05	.00	27.05	6542	SUPPLIES
016484	05/13/09	RBA01	R BAKER, INC	4857.02	.00	4857.02	09033536	12 WATERLINE TEST
				230.15	.00	230.15	09033537	HETRICK RD BOLLARDS
				1124.02	.00	1124.02	09033538	CAMINO CABALLO NEW WATER
				2273.39	.00	2273.39	09033539	AMADO & TERRACE SEWER LIN
			Check Total.....	8484.58	.00	8484.58		
016485	05/13/09	RIC01	RICHARDS, WATSON, GERSHON	2864.15	.00	2864.15	164374	WATER RIGHTS ADJUDICATION
016486	05/13/09	SAI01	SAIC	14577.43	.00	14577.43	593513	NMMA TECHNICAL GRP
				7921.88	.00	7921.88	593517	NMMA TECHNICAL GRP
				45446.65	.00	45446.65	663004	2008 ANNUAL REPORT
				535.00	.00	535.00	910032	GENERAL CONSULTATION

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS MAY 8, 2009**

**AGENDA ITEM
D-1
MAY 13, 2009
PAGE FOUR**

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016487	05/13/09	SAN04	SANTA MARIA TIMES	856.22 454.91 505.75 1629.82	.00 .00 .00 .00	856.22 454.91 505.75 1629.82	276262 569668 570674 271953+	CONSERVATION FLYERS EMPLOYMENT ADS PUBLISH ORD 2009-112 CHIPPING EVENT PUB
			Check Total.....	3446.70	.00	3446.70		
016488	05/13/09	SAN09	SAN LUIS MAILING SERVICE	44.01 107.52	.00 .00	44.01 107.52	40156 40156A	MAIL 2ND NOTICE POSTAGE FOR 2ND NOTICE
			Check Total.....	151.53	.00	151.53		
016489	05/13/09	SEV01	SEVCIK, PETER	332.60 980.14	.00 .00	332.60 980.14	040709 043009	TRAVEL CALWARN MEETING TRAVEL CWEA CONF
			Check Total.....	1312.74	.00	1312.74		
016490	05/13/09	SHI01	SHIPSEY & SEITZ, INC	12913.25	.00	12913.25	031509	LEGAL SERVICES
016491	05/13/09	SLO02	DIV OF ENVIRON HEALTH	589.92	.00	589.92	63433	CROSS CONNECTION WORK
016492	05/13/09	SLO08	SAN LUIS OBISPO COUNTY	294.00	.00	294.00	ENC90314	ENC PERMIT CRYSTAL WY
016493	05/13/09	SOU01	SOUTH COUNTY SANITARY	34.92 169.12	.00 .00	34.92 169.12	2527794 2529284	TRASH COLLECTION OLDE TOWNE TRASH COLLECTI
			Check Total.....	204.04	.00	204.04		
016494	05/13/09	SOU03	SOUTH COUNTY SANITARY	2727.28	.00	2727.28	A90504	SOLID WASTE LIENS
016495	05/13/09	STA03	STATEWIDE SAFETY & SIGNS	174.28	.00	174.28	69530	SUPPLIES
016496	05/13/09	STA07	SRF ACCOUNTING OFFICE	42180.25	.00	42180.25	8819099	SRF ANNUAL PAYMENT LOAN
016497	05/13/09	STA08	STAPLES	87.25	.00	87.25	4031001	SUPPLIES
016498	05/13/09	TAF01	TAFT ELECTRIC	739.00 390.00	.00 .00	739.00 390.00	30497 30497E	WALL PACK FIXTURES ELECTRICAL OUTLET
			Check Total.....	1129.00	.00	1129.00		
016499	05/13/09	UND01	UNDERGROUND SERVICE ALERT	136.50	.00	136.50	90040041	UNDERGROUND NOTIFICATION
016500	05/13/09	USB01	US BANK TRUST	88.02 366.24 111.44 108.93 260.04 154.25	.00 .00 .00 .00 .00 .00	88.02 366.24 111.44 108.93 260.04 154.25	042209 042209A 042209B 042209C 042209D 042209E	NOTARY BONDING OPERATING SUPPLIES TRAVEL EXPENSES CONSERVATION SUPPLIES BD MEETING SUPPLIES OFFICE SUPPLIES
			Check Total.....	1088.92	.00	1088.92		
016501	05/13/09	USP01	U S POSTAL SERVICE	1000.00	.00	1000.00	051309	POSTAGE FOR MACHINE
016502	05/13/09	VER01	VERIZON	39.15	.00	39.15	041909	BL PHONE
016503	05/13/09	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	051309	REG BD MEETING 051309
016504	05/13/09	WAL01	WALLACE GROUP	11531.82	.00	11531.82	27719	INTERTIE ASSESSMENT DATA
016505	05/13/09	WIN01	WINN, MICHAEL	100.00	.00	100.00	051309	REG BD MEETING 051309
016506	05/13/09	WOO01	DOUGLAS WOOD & ASSOCIATES	1254.86 3025.00	.00 .00	1254.86 3025.00	13 WTF 1	WATERLINE INTERTIE EIR SOUTHLAND WTF UPGRADE
			Check Total.....	4279.86	.00	4279.86		
016507	05/13/09	\K002	KELLER WILLIAMS REALTY,	113.18	.00	113.18	000A90501	MQ CUSTOMER REFUND FOR KE
016508	05/13/09	\L002	LANTRIP, TERESA	126.10	.00	126.10	000A90501	MQ CUSTOMER REFUND FOR LA
016509	05/13/09	\L003	LAND CONSERVANCY OF SLO,	443.34	.00	443.34	000A90501	MQ CUSTOMER REFUND FOR LA
016510	05/13/09	\O004	ORTIZ, SAL	343.72	.00	343.72	000A90501	MQ CUSTOMER REFUND FOR OR
016511	05/13/09	\Q001	QUINN SR, JOHN W	600.00	.00	600.00	000A90501	MQ CUSTOMER REFUND FOR QU
016512	05/13/09	\V001	VAUGHN BUILDING CO INC,	76.23	.00	76.23	000A90401	MQ CUSTOMER REFUND FOR VA

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 44 - Years of Service 1965 - 2009

D2

MINUTES

APRIL 22, 2009 AT 9AM

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, **PRESIDENT**
LARRY VIERHEILIG, **VICE PRESIDENT**
CLIFFORD TROTTER, **DIRECTOR**
MICHAEL WINN, **DIRECTOR**
ED EBY, **DIRECTOR**

PRINCIPAL STAFF

BRUCE BUEL, **GENERAL MANAGER**
LISA BOGNUDA, **ASST. GENERAL MANAGER**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DISTRICT ENGINEER**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00

- A. CALL TO ORDER AND FLAG SALUTE
President Harrison called the April 22, 2009 Regular Board Meeting of the Nipomo Community Services District to order at 9:00 a.m. and led the flag salute.
- B. ROLL CALL
At Roll Call, all Board members were present.
- C. PRESENTATIONS AND PUBLIC COMMENT
- C-1) NCSD SUPERINTENDENT TINA GRIETENS
Update re: Utilities Division Activities in February 2009
Tina Grietens, Utility Superintendent, reviewed the information presented in the Board report. Ms. Grietens answered questions from the Board.
- C-2) NCSD WATER CONSERVATION COORDINATOR CELESTE WHITLOW
Update re: Water Conservation Program and Annual Chipping Event
Celeste Whitlow, Water Conservation Coordinator reviewed the information presented in the Board report. Ms. Whitlow answered questions from the Board.
- C-3) GREG BURNS RE FEDERAL FUNDING OPPORTUNITIES
Overview of Federal Funding Possibilities for Waterline Intertie Project
Mr. Burns, of the Washington DC firm of Van Scyoc Associations, reported that Congresswoman Capps has made an Appropriations Request for our project and it is published on her website. NCSD has been given top priority for the type of funding we are seeking. Mr. Burns stated NCSD may know the status of the request this summer and, if approved, see the funds in the bank next winter or spring.
- C-4) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest
- Director Vierheilig
April 26, 2009 – CALFIRE Fundraising BBQ at Vons.
April 26, 2009 – Wine, Flower and Arts Festival at Old Town Nursery.
May 2, 2009 – Nipomo Native Gardens workday.
- Director Eby
LAFCO presented its budget and includes an overall 1% increase.
May 17, 2009 – Dana Adobe concert featuring Dave Stamey. Director Eby has tickets.

Nipomo Community Services District
REGULAR MEETING
Meeting Note

C-4) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST (CONT)

Director Winn

April 23, 2009 – NMMA Technical Group meeting at 10:00 a.m.
April 24, 2009 – "Planning 101" presented by SLO County at County Library.
April 27, 2009 – SCAC Meeting: 6:30 p.m. @ NCSO
April 28, 2009 – SLO Board of Supervisors to approve "Framework for Planning" GPA.
April 30, 2009 – Chamber of Commerce Luncheon featuring guest speaker Supervisor Achadjian.
May 1, 2009 – DWR State Water Seminar in SLO.
May 6, 2009 – WRAC: 1:30 p.m. at SLO County Library.
The Board of Supervisors voted 3-2 to initiate the formation of a county-wide vector control district and would like this topic agendaized for Board endorsement or not.

Director Harrison

May 4-7, 2009 – Director Harrison will be in Sacramento at Legislative Days.
May 9, 2009 – Rotary Golf Tournament.

00:00:00
recording
started over

C-6) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public comment.

D. CONSENT AGENDA

D-1) APPROVE WARRANTS

D-2) APPROVE BOARD MEETING MINUTES
Approve Minutes of 4/8/08 Regular Meeting

D-4) ADOPT IDENTITY THEFT PREVENTION PROGRAM

**RESOLUTION NO. 2009-1135
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING AND ADOPTING AN IDENTITY THEFT PREVENTION PROGRAM (ITPP)**

Bruce Buel, General Manager, informed the Board of an addition to Page 2 of Item D-4. Director Harrison asked to have item D-3 pulled for separate consideration. There was no public comment.

Upon motion of Director Winn and seconded by Director Vierheilig, the Board unanimously approved items D-1, D-2 and D-4 as amended. Vote 5-0

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

D-3) AMEND INSPECTOR/PREVENTATIVE MAINTENANCE SUPERVISOR JOB DESCRIPTION

**RESOLUTION NO. 2009-1136
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT PERSONNEL POLICY TO
REVISE INSPECTOR/PREVENTIVE MAINTENANCE SUPERVISOR JOB DESCRIPTION**

The Board of Directors discussed the certification requirements. There was no public comment.

**Nipomo Community Services District
REGULAR MEETING
Meeting Note**

D-3) AMEND INSPECTOR/PREVENTATIVE MAINTENANCE SUPERVISOR JOB DESCRIPTION (CONT)

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved items D-3. Vote 5-0

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

The Board took a break at 9:56 a.m. and returned at 10:06 a.m.

00:00:00

E. ADMINISTRATIVE ITEMS

E-1) CERTIFY NCSD WATERLINE INTERTIE PROJECT FINAL ENVIRONMENTAL IMPACT REPORT

Bruce Buel, General Manager, handed out a revised Resolution with two additions. In addition, Mr. Buel stated that additional responses to Mr. Harold Snyder are included in the Staff Report.

Director Eby asked where the findings were that are referenced in the Resolution. District Legal Counsel, Jon Seitz, stated they can be found in Agenda Item E-2 of the April 8, 2009, Board Meeting packet. Mr. Seitz stated that the Board is being asked today to certify the report. This does not mean that the Board is approving the project. Under CEQA, the Board is asked to make three findings: 1) The document is complete, 2) the EIR is presented to the decision makers, and 3) the document is approved using independent judgment and analysis.

Doug Wood, CEQA Consultant, stated the revised set of comments has been submitted and are integrated into the final findings. The process is to certify the FEIR today and adopt the Resolution. On May 13, 2009, the Project and the Findings of Fact and Statement of Overriding Considerations and Mitigation Program will be presented to the Board of Directors.

Director Eby asked that additional wording be added to the Resolution referencing the Findings of Fact and Statement of Overriding Considerations "as considered by the Board of Directors on April 8, 2009" be included.

The following member of the public spoke:

Jennifer Dawes, NCSD resident and Vice President of Surfrider Foundation asked why we are going to tap into State water when Wtate water is going away? Is this a good expenditure? She also stated that we should look forward to water reclamation projects.

In response to the public, Mr. Seitz, stated that the NCSD waterline project proposal is to connect to the City of Santa Maria's distribution system and not the State Water Project. The City of Santa Maria will deliver the same water to NCSD as it delivers to its own customers. Mr. Buel stated that the City of Santa Maria will deliver groundwater to NCSD from the Santa Maria basin, State water and other sources they develop, NCSD currently recycles 100% of its treated wastewater, NCSD has an active water conservation program, and we are currently pumping more than is being recharged; therefore, this project will reduce NCSD pumping from the groundwater basin.

**Nipomo Community Services District
REGULAR MEETING
Meeting Note**

E-1) CERTIFY NCS D WATERLINE INTERTIE PROJECT FINAL ENVIRONMENTAL IMPACT REPORT (CONT)

Upon motion of Director Eby and seconded by Director Winn, the Board of Directors unanimously approved Resolution 2009-1137 as amended. Vote 5-0

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

**RESOLUTION NO. 2009-1137
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
CERTIFYING THE NCS D WATERLINE INTERTIE PROJECT FINAL ENVIRONMENTAL IMPACT REPORT**

00:31:22

E-2) DISCUSS BASIS OF ASSESSMENT, CREATION OF JPA WITH SLO COUNTY, AGREEMENTS WITH MESA PURVEYORS, AND EXECUTION OF AGREEMENT FOR PREPARATION OF ENGINEER'S REPORT FOR WATERLINE INTERTIE PROJECT CAPITAL FUNDING

Bruce Buel, General Manager, reviewed the Staff Report and asked the Board of Directors to consider each of the 5 recommendations separately.

1. Provide feedback on the Memorandum in general and Table 1 in particular
Director Winn suggested the word "zoning" be replaced with "category" and asked about Open Space designations in cluster developments. Kari Wagner, of The Wallace Group, stated Open Space parcels are included on the table in the Special Cases section and each will have to be looked at individually.

The following members of the public spoke::

Bill Nelson, NCS D resident, stated some roadways in Blacklake include irrigated medians, on County land but watered by Blacklake Village.

2. Provide feedback on the differentiation between developed properties and under-developed/undeveloped properties

The concept is that developed properties should pay less than under-developed or undeveloped properties. On May 20, the Wallace Group will provide an analysis on underdeveloped properties. There was no public comment.

Recommendations #3 and #4 were considered together.

3. Direct Staff to secure written agreements from the three other purveyors to pay for their share of the cost of implementing the Wallace Group Proposal.

4. Direct Staff to get feedback from SLO County regarding their willingness to form the proposed JPA.

The proposal includes Golden State Water Company paying \$40,808, Rural Water Company paying \$28,440 and Woodlands paying \$37,601 for their share of the Assessment Engineer's Report. NCS D's share is \$40,751. There is a meeting scheduled with the purveyors on Thursday, and NCS D must receive a commitment in writing from all parties prior to proceeding. Director Eby stated that the assessment district goes beyond the NCS D boundaries and customers of the other purveyors will vote on the assessment district.

The JPA is necessary to allow the County to proceed with the formation of the assessment district to include NCS D boundaries and the boundaries of the other water purveyors.

Nipomo Community Services District
REGULAR MEETING
Meeting Note

E-2) DISCUSS BASIS OF ASSESSMENT, CREATION OF JPA WITH SLO COUNTY, AGREEMENTS WITH MESA PURVEYORS, AND EXECUTION OF AGREEMENT FOR PREPARATION OF ENGINEER'S REPORT FOR WATERLINE INTERTIE PROJECT CAPITAL FUNDING (CONT)

The Board of Directors did not have any objection to these recommendations. There was no public comment.

5. Schedule authorization to execute an agreement with the Wallace Group to perform the work set forth in their attached proposal once #3 and #4 are completed.

Rob Saperstein, legal counsel for Golden State Water Company, had to leave before this item and asked Jon Seitz, District Legal Counsel, to speak on his behalf:

- He is Golden State Water Company's attorney and can't speak for all of management
- He appreciates all of the work NCS D has done on this issue
- GSWC intends to participate; however, PUC issues must be resolved
- GSWC supports the assessment district, but PUC issues must be resolved

There was no other public comment.

Upon motion by Director Eby and seconded by Director Trotter, the Board of Directors unanimously directed Staff to proceed with recommendation #5 once recommendations #3 and #4 are accomplished. Vote 5-0.

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

The Board considered E-6 next.

E-6) RECEIVE RESIGNATION OF DIRECTOR CLIFF TROTTER, THANK DIRECTOR TROTTER FOR HIS SERVICE, REVISE COMMITTEE ASSIGNMENTS AND ADOPT PROCESS TO SELECT REPLACEMENT

The Board of Directors received the resignation of Director Cliff Trotter effective 4:00 p.m. on Saturday, April 25, 2009. President Harrison presented Director Trotter with a plaque and thanked him for his service to NCS D. Carol Trotter stood to next to Director Trotter as he received his plaque. Director Trotter thanked everyone, and pictures were taken.

Bruce Buel, General Manager, recommended the Personnel Committee and Finance and Audit Committee be merged and the members of the Finance and Audit Committee remain as members. Mr. Buel recommended the Supplemental Water and Southland WWTF Committee be temporarily combined into one committee called the Infrastructure Committee. This would be for approximately three months. There was no public comment.

Upon motion of Director Eby and seconded by Director Winn, the Board of Directors unanimously agreed to combine the committees. Vote 5-0

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

President Harrison nominated Director Eby as the Chairman and Director Winn as the Member to the Infrastructure Committee. There was no public comment.

**Nipomo Community Services District
REGULAR MEETING
Meeting Note**

E-6) RECEIVE RESIGNATION OF DIRECTOR CLIFF TROTTER, THANK DIRECTOR TROTTER FOR HIS SERVICE, REVISE COMMITTEE ASSIGNMENTS AND ADOPT PROCESS TO SELECT REPLACEMENT (CONT)

Upon motion of Director Eby and seconded by Director Winn, the Board of Directors unanimously agreed to close the nominations for the Infrastructure Committee. Vote 5-0

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

Bruce Buel, General Manager, suggested the Board approve the following schedule to fill the vacant director seat:

- May 29, 2009, the nominations to fill the vacant seat be closed
- June 3, 2009, Special Meeting be held for interviews
- June 10, 2009, select a new director.

There was no public comment.

Upon motion of Director Eby and seconded by Director Winn, the Board of Directors unanimously agreed to the above schedule. Vote 5-0

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

The Board went into Closed Session next.

01:49:29

I. CLOSED SESSION ANNOUNCEMENTS
J.

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

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL PENDING LITIGATION GC§54956.9 SMVWCD VS. NCSO (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; MARIA VISTA ESTATES VS. NCSO ET AL. (CASE NO. ND07-10362RR IN UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT, NORTHERN DIVISION)
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; NCSO VS. COUNTY OF SAN LUIS OBISPO, ET AL (CASE NO. CV090010)
4. INTIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956 (ONE CASE)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

**Nipomo Community Services District
REGULAR MEETING
Meeting Note**

K. ADJOURN TO CLOSED SESSION

President Harrison adjourned to Closed Session at 11:55 a.m.

00:00:00

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

Director Trotter left at 12:51 p.m.

The Board came back into Open Session at 1:00 p.m.

Jon Seitz, District Legal Counsel reported the following:

The Board heard an update on the items 1,2 and 3 listed above. Item 4 was not discussed. There was no reportable action taken.

E-3) ADOPT ORDINANCE PROVIDING FOR PHASING OF CAPACITY CHARGE PAYMENTS FOR LARGE COMMERCIAL PROJECTS

Bruce Buel, General Manager, presented the Ordinance for the second reading. There was no public comment.

Upon motion by Director Winn and seconded by Director Vierheilg, the Board adopted Ordinance 2009-112. Vote 4-0.

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

**ORDINANCE NO. 2009-112
AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING TITLE 3 OF THE NIPOMO COMMUNITY SERVICES DISTRICT CODE TO
ESTABLISH NEW PROCEDURES FOR PAYMENT OF DISTRICT FEES FOR CONNECTION FOR
COMMERCIAL PROJECTS DEVELOPED ON TWO OR MORE COMMERCIAL ZONED PARCELS**

E-4) DISCUSS EDUCATIONAL TOUR OF COLD CANYON LANDFILL AND RECYCLING FACILITY

The Board of Directors agreed to meet on Monday, May 11, at 10:00 a.m. for the tour and agreed to rent a van. There was no public comment.

Upon motion of Director Eby and seconded by Director Winn, the Board of Directors unanimously agreed to the above. Vote 4-0

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

E-5) CONSIDER DIRECTOR EBY'S REQUEST TO SEEK ACTIVATION OF GRAFFITI ABATEMENT POWERS

Bruce Buel, General Manager, presented Director Eby's request to seek activation of graffiti abatement powers at the same time NCSD seeks parks powers. A financial plan to fund this program would have to be presented to LAFCO. The Board of Directors would like to find out more about the City of Grover Beach's program that is funded with \$2,000 annually. There was no public comment.

Upon motion of Director Eby and seconded by Director Harrison, the Board directed the General Manager to use no more than one hour of his time and prepare a plan (not detailed). Vote 3-1.

**Nipomo Community Services District
REGULAR MEETING
Meeting Note**

E-5) CONSIDER DIRECTOR EBY'S REQUEST TO SEEK ACTIVATION OF GRAFFITI ABATEMENT POWERS (CONT)

YES VOTES	NO VOTES	ABSENT
Directors Eby, Vierheilg and Harrison	Winn	Trotter

F. MANAGER'S REPORT

Bruce Buel, General Manager, stated that the Manager's Report is as submitted, with the addition that a notice from the Regional Water Control Board has been received stating they will review the basin plan on July 10. There was no public comment.

G. COMMITTEE REPORT

1. April 7, 2009 Personnel Committee Meeting
2. April 13, 2009 Finance and Audit Committee Meeting

The Committee Report is as submitted. There was no public comment.

The Water Conservation Committee will meet on May 4, 2009 at 9:00 a.m. The Infrastructure Committee will meet on May 18, 2009 at 2:00 p.m.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Winn

Would like to agendize a consideration of the proposed county-wide vector control assessment district.

ADJOURN

President Harrison adjourned the meeting at 1:38 p.m.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: May 6, 2009

**AGENDA ITEM
D-3
MAY 13, 2009**

**CONSIDER PARTICIPATING IN THE CALIFORNIA
WATER/WASTEWATER AGENCY RESPONSE NETWORK**

ITEM

Consider adoption of Resolution to participate in the California Water/Wastewater Agency Response Network (CalWARN) and authorize the General Manager to execute the CalWARN 2007 Omnibus Mutual Assistance Agreement [ADOPT RESOLUTION].

BACKGROUND

The CalWARN program was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California and was later expanded to all water and wastewater agencies in the State of California.

The CalWARN agreement is a standard mutual assistance agreement and provides a process for sharing emergency resources among members statewide to enable agencies to respond and recover more quickly from a disaster. The purpose of the agreement is to ensure that the lending agency is reimbursed for all costs of providing the equipment, services, personnel, and facilities during a local/state/federal emergency, and that the sending agency assumes no additional liabilities as a result of the agreement.

The CalWARN program is consistent with other statewide mutual aid programs and the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The CalWARN agreement meets Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) mutual aid requirements for reimbursement consideration.

FISCAL IMPACT

Preparation of the staff report and resolution involved usage of previously budgeted staff time. Cost to become a CalWARN member is free. Upon declaration of emergency being issued, all funds are reimbursable either by the agency requesting service or FEMA/State of California.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached Resolution to participate in CalWARN and authorize the General Manager to execute the CalWARN 2007 Omnibus Mutual Assistance Agreement.

ATTACHMENT

Resolution 2009-XXXX with Exhibit "A" – CalWARN 2007 Omnibus Mutual Assistance Agreement

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AUTHORIZING PARTICIPATION IN CALWARN**

WHEREAS, the Nipomo Community Services District (herein "District") has determined that it would be in its best interest to enter into a mutual assistance agreement to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the CalWARN 2007 Omnibus Mutual Assistance Agreement provides a statewide framework for providing, requesting and receiving assistance during an emergency event.

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

1. The District agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement attached hereto as Exhibit "A".
2. The General Manager is authorized to execute the 2007 CalWARN Omnibus Mutual Assistance Agreement.

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

AYES:

NOES:

ABSENT:

CONFLICT:

the foregoing resolution is hereby passed and adopted this 13th day of May, 2009.

James Harrison
President of the Board
Nipomo Community Services District

ATTEST:

APPROVED:

Donna K. Johnson
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**California Water/Wastewater Agency Response Network (CalWARN)
2007 Omnibus Mutual Assistance Agreement**

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)
agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the information requested on Emergency Contacts List to:

Raymond Riordan
CalWARN, State Steering Committee
2662 Marsh Drive
San Ramon, California 94583.

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Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

5 This AGREEMENT is made and entered into by those water and wastewater utilities which have
6 adopted and signed this agreement to provide mutual assistance in times of emergency in
7 accordance with the California Emergency Services Act and the California Disaster and Civil
8 Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies
9 and personnel made available on an emergency basis.

10
11 All of said water and wastewater utilities being herein referred to collectively as "the parties."

12
13 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree
14 to provide mutual assistance to one another in times of emergency as follows:

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ARTICLE I.
PURPOSE

20 Recognizing that emergencies may require assistance in the form of personnel, equipment, and
21 supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate
22 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,
23 Members coordinate response activities and share resources during emergencies. This
24 Agreement sets forth the procedures and standards for the administration of the Intrastate
25 Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public
26 and private, in the State of California.

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ARTICLE II.
DEFINITIONS

- 32 A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request
33 assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance
34 under this.
- 35
36 B. **Emergency** – A natural or human caused event or circumstance causing, or imminently
37 threatening to cause impact to the operations of a member utility's system, loss of life, injury
38 to person or property, human suffering or financial loss, and includes, but is not limited to,
39 fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic
40 activity, spills or releases of oil or hazardous material, contamination, utility or transportation
41 emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or
42 other conditions which is, or is likely to be beyond the control of the services, personnel,
43 equipment, and facilities of a Member and requires mutual assistance.
- 44
45 C. **Member** – Any public or private water or wastewater utility that manifests intent to
46 participate in the Mutual Aid and Assistance Program by executing this, the California
47 Water/Wastewater Agency Response Network (CalWARN) Agreement.
- 48
49 D. **Associate Member** – Any non utility participant, approved by the State Steering Committee,
50 that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.
3

- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** - A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** - A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** - A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
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33 **ARTICLE III.**
34 **ADMINISTRATION**
35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.

9
10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.

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17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.

23
24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.

26
27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.

36
37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.

48
49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
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17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
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39 **ARTICLE VIII.** 40 **ARBITRATION**

41
42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

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Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

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In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

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The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**
3

4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
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24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
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27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
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31 **ARTICLE XVI.**
32 **WITHDRAWAL**
33

34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

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41 **ARTICLE XVII.**
42 **MODIFICATION**
43

44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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ARTICLE XVIII.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

To the extent that prior agreements among signatories to this Agreement for mutual assistance are inconsistent with this Agreement, such agreements are hereby superseded. This Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MAY 8, 2009



APPROVAL OF THE ENGINEER'S LEVY REPORT AND DECLARATION OF INTENTION TO LEVY ANNUAL ASSESSMENTS FOR STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2009-2010

ITEM

Approval of resolutions granting approval of the engineer's levy report and declaration of intention to levy annual assessments for the Street Landscape Maintenance District No. 1 for Fiscal Year 2009-2010.

BACKGROUND

On April 8, 2009, the Board of Directors adopted Resolution 2009-1132 entitled:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS FOR THE STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2009-2010 PURSUANT TO THE PROVISIONS OF PART 2 OF THE DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Peter Sevcik, District Engineer, was directed to prepare the annual levy report (attached). Pursuant to Proposition 218 and the Petition Requesting Formation of the Street Landscape Maintenance District, the annual levy may be increased by a percentage equal to the Consumer Price Index (CPI). While the CPI defines the maximum rate for the District may increase the levy each year, the actual amount to be assessed is based on the annual budget and may be less than the maximum rate. Property owners within the assessment district must approve any proposed assessment that exceeds the adjusted maximum rate based on the CPI.

It is recommended that the assessment be reduced to \$301.78 for fiscal year 2009-2010. The computed Maximum Assessment Allowable is \$391.14, however, the budgeted expenditures for fiscal year 2009-2010 do not warrant assessing the full Maximum Assessment Allowable.

Since inception, the annual assessments have been as follows:

Fiscal Year 2003-2004(first year of assessment)	\$345.00
Fiscal Year 2004-2005 (CPI increase)	\$346.96
Fiscal Year 2005-2006 (CPI increase)	\$354.94
Fiscal Year 2006-2007 (CPI increase)	\$365.34
Fiscal Year 2007-2008 (no increase proposed)	\$365.34
Fiscal Year 2008-2009 (CPI increase)	\$387.74
Fiscal Year 2009-2010	\$301.78

RECOMMENDATION

Staff recommends approval of two Resolutions-one approving the Engineer's Report and one declaring intention to levy annual assessments.

ATTACHMENT

Engineer's Annual Levy Report
Resolutions (2)

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-eng levy**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
GRANTING APPROVAL OF THE ANNUAL ENGINEER'S LEVY REPORT FOR THE STREET
LANDSCAPE AND MAINTENANCE DISTRICT NO. 1
FOR FISCAL YEAR 2009-2010**

WHEREAS, the Board of Directors of the Nipomo Community Services District ("NCS D") has, by Resolution, ordered the preparation of an Engineer's Annual Levy Report by Peter Sevcik, District Engineer (hereinafter referred to as "Report") for the Nipomo Community Services District Street Landscape Maintenance District No. 1 (hereinafter referred to as "Street Landscape Maintenance District No. 1") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division of the Streets and Highways Code of California, beginning with Section 22500 (hereinafter referred to as the "Act"); and

WHEREAS, the District and the associated assessments are in compliance with the provisions of California Constitution Article XIID; and

WHEREAS, the NCS D has now been presented with the Report as required by Section 22566 of said Act; and

WHEREAS, the NCS D has carefully examined and reviewed the Report as presented and is satisfied with the budget items and documents as set forth therein and is satisfied that the proposed assessments have been spread in accordance with the Petition for Street Landscape Maintenance District No. 1 and with benefits received from the improvements, operation, maintenance, and services to be performed within Street Landscape Maintenance District No. 1 as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT, NIPOMO, CALIFORNIA FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 AS FOLLOWS:

SECTION 1: That the above recitals are all true and correct and incorporated herein by reference.

SECTION 2: That the presented Report consists of the following:

- a. A Description of the Improvements
- b. The Annual Budget (Costs and Expenses of Services, Operation, and Maintenance)
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The District Roll containing the proposed assessment for each parcel within the District for fiscal year 2009-2010.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-eng levy

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
GRANTING APPROVAL OF THE ANNUAL ENGINEER'S
LEVY REPORT FOR THE STREET LANDSCAPE AND
MAINTENANCE DISTRICT NO. 1
FOR FISCAL YEAR 2009-2010

PAGE TWO

SECTION 3: The Report is hereby approved and ordered to be filed in the Nipomo Community Services District Offices as a permanent record and to remain open to public inspection.

SECTION 4: That the NCS D General Manager shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's Annual Levy Report.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services this 13th day of May, 2009 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JAMES HARRISON, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

DONNA K. JOHNSON, Secretary
to the Board of Directors
Nipomo Community Services District

JON S. SEITZ, District Legal Counsel
Nipomo Community Services District

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**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-levy assmts**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT DECLARING ITS INTENTION TO
LEVY ANNUAL ASSESSMENTS FOR THE STREET LANDSCAPE AND
MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2009-2010**

WHEREAS, the Board of Directors of the Nipomo Community Services District ("NCSD") has, by previous Petition and Resolutions, formed the Nipomo Community Services District Street Landscape Maintenance District No. 1 (hereinafter referred to as "Street Landscape Maintenance District No. 1") and initiated proceedings for Fiscal Year 2006/07 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Streets and Highways Code of California, beginning with Section 22500 (hereinafter referred to as "Act") that provides for the levy and collection of assessments by the County of San Luis Obispo for the Nipomo Community Services District to pay for the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, the Street Landscape Maintenance District No. 1 and the associated assessments are in compliance with the provisions of California Constitution Article XIID; and

WHEREAS, the NCSD has appointed Peter Sevcik, District Engineer, for the purpose of assisting with the Annual Levy of the District and to prepare and file a Report in accordance with the Act, and that said Report has been prepared, filed, and presented to the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT, FOR THE STREET LANDSCAPE AND MAINTENANCE DISTRICT NO. 1 PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT AS FOLLOWS:

SECTION 1 Intention: The NCSD hereby declares that it intends to seek the Annual Levy of the District pursuant to the Act, over and including the land within the Street Landscape Maintenance District No. 1 boundary, and to levy and collect assessments on all such land to pay the costs of the following: the operation, maintenance, and servicing of landscaping and all appurtenant facilities and operations related thereto.

SECTION 2 Description of Improvements and Any Substantial Changes Proposed: The improvements within the Street Landscape Maintenance District No. 1 include: the maintenance and operation of and the furnishing of services and materials for landscaping which includes trees, shrubs, grass, and other ornamental vegetation, and appurtenant facilities, including irrigation systems within the Street Landscape Maintenance District No. 1. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

SECTION 3 Boundaries and Designation: The boundaries of the Street Landscape Maintenance District No. 1 are described as the boundaries previously defined in the formation documents of the original Street Landscape Maintenance District No. 1.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-levy assmts

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE STREET LANDSCAPE AND
MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2009-2010

SECTION 4 Increase in Assessments: The assessment is proposed to be less than the previous year.

SECTION 5 Engineers Report: The Report is on file with the Secretary of NCSD Board of Directors and contains a full and detailed description of the improvements, the boundaries of Street Landscape Maintenance District No. 1, and the proposed assessments upon assessable lots and parcels of land within Street Landscape Maintenance District No. 1.

SECTION 6 Notice: Pursuant to Section 22626 of the 1972 Act and 6061 of the Government Code, the NCSD shall give notice of the time and place of the Public Hearing to all property owners within Street Landscape Maintenance District No. 1 by causing the publishing of this Resolution once in the Times Press Recorder not less than ten (10) days before the date of the public hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the NCSD for the posting of notices.

SECTION 7 Time of Public Hearing: Notice is hereby given that a public hearing will be held by the Board of Directors of the Nipomo Community Services District on June 10, 2009, at 9:00 a.m. in the Regular Meeting Room located within the District Offices located at 148 South Wilson Street, Nipomo, California 93444.

SECTION 8 Incorporation of Recitals: The above Recitals are true and correct and incorporated herein by reference.

SECTION 9 Other Actions: The Board of Directors and such employees of the NCSD as are appropriate are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services District this 13th day of May 2009.

AYES:
NOES:
ABSTAIN:
ABSENT:

James Harrison, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson, Secretary to the
Board of Directors
Nipomo Community Services District

Jon S. Seitz, District Legal Counsel
Nipomo Community Services District

NIPOMO COMMUNITY SERVICES DISTRICT
ENGINEER'S ANNUAL LEVY REPORT
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1
FISCAL YEAR 2009-2010

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Introduction

Nipomo Community Services District ("NCSD") annually levies and collects special assessments to maintain improvements within Street Landscape Maintenance District No. 1 ("District"). The District was formed and annual assessments are established pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act").

This Engineer's Annual Report ("Report") describes the District and the proposed assessments for the fiscal year 2009-2010. The assessments are based on the historical and estimated future costs to maintain the improvements that provide a direct and special benefit to properties within the District.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessor Parcel Number by the San Luis Obispo County Assessor's Office. The San Luis Obispo County Auditor/Controller uses Assessor Parcel Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

Effect of Proposition 218

In November 1996, California voters approved Proposition 218 that established specific requirements for the on going imposition of taxes, assessments and fees. The provisions of the Proposition are now contained in the California Constitutional Articles XIIC and XIID.

All assessments described in this Report and approved by the Board of Directors are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID.

The assessments adopted include the District's annual inflationary adjustment to the maximum assessment rate. This annual inflationary adjustment to the maximum assessment rate is provided in this Report.

Description of the District and Services

The District (formed on April 9, 2003) provides and ensures the continued maintenance, servicing, administration and operation of landscaping located within the public rights-of-way and dedicated landscape easements in Tract 2409, a 28 lot subdivision commonly known as Vista Verde Estates, located off of West Tefft across from Dana Elementary School.

NIPOMO COMMUNITY SERVICES DISTRICT
ENGINEER'S ANNUAL LEVY REPORT
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1
FISCAL YEAR 2009-2010

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Improvements within the District include the maintenance and operation and the furnishing of services and materials for landscaping which include trees, shrubs, grasses and other ornamental vegetation, and appurtenant facilities, including irrigation systems.

Method of Apportionment

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formula used for calculating assessments of the District therefore reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on the benefits to each parcel.

Benefit Analysis

The associated costs and assessments have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the California Constitution and 1972 Act. The improvements associated with the District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the maintenance and operation of the improvements are of direct and special benefit to the properties.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives special benefit from the improvements provided by the District. The desirability of properties is enhanced by the presence of local improvements in close proximity to those properties.

The special benefits associated with landscaped improvements are specifically:

NIPOMO COMMUNITY SERVICES DISTRICT
ENGINEER'S ANNUAL LEVY REPORT
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1
FISCAL YEAR 2009-2010

=====

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control.
- Increased sense of pride in ownership of property within the District resulting in well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings.

Based on the preceding special benefits, it has been determined that the improvements provided through the District and for which parcels are assessed, contribute to aesthetic value and desirability of those properties. It has further been determined that these improvements, either individually or collectively are provided for the special benefit and enhancement of properties within the District and provide no measurable general benefit to properties outside the District or to the public at large.

Assessment Methodology

The maximum annual assessment that may be levied each fiscal year includes an annual inflationary adjustment to the maximum assessment rate based on the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in San Francisco/San Jose for February 28 of the current year over the previous year's index on the same date. Although the maximum rate for the District may increase each year, the actual amount to be assessed is based on the annual budget and may be less than the maximum rate. The property owners must approve any proposed assessment that exceeds the adjusted maximum rate before it can be imposed.

The maximum assessment that may be levied in a fiscal year is increased annually by the following formula

$$\left. \begin{array}{l} \text{(Prior Year's Annual Maximum Assessment x CPI)} \\ \text{Plus} \\ \text{Prior Year's Annual Maximum Assessment} \end{array} \right\} = \text{Current Year's Annual Maximum Assessment}$$

NIPOMO COMMUNITY SERVICES DISTRICT
ENGINEER'S ANNUAL LEVY REPORT
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1
FISCAL YEAR 2009-2010

=====

The percentage change used is the annual change for the preceding 12 months. The annual inflation factor applied for the fiscal year 2009-2010 is based on the percentage change from February 2009 to February 2008 and has been identified as 0.88% (annual percentage change currently available).

Fiscal Year 2009-2010 District Budget

DESCRIPTION	2009-2010 BUDGET
Contract Landscape Maintenance (1)	\$3,580
Plant attrition and normal loss	1,000
Water	3,150
Electricity	120
Reserve (2)	0
Administration	600
TOTAL COST	\$8,450
COST PER PARCEL	\$301.78

MAXIMUM ALLOWABLE ASSESSMENT PER PARCEL (APPLYING INFLATIONARY ADJUSTMENT)	
2008-2009 Maximum Assessment	(1) \$387.74
X CPI (0.88%)	(2) \$3.40

Maximum Assessment Allowable	(1) + (2) \$391.14 =====
2009-2010 Annual Assessment-Proposed	\$301.78 =====

(1) Maintenance contract to be re-bid. Cost is anticipated to increase.

(2) A reserve is used for anticipated increases in water rates and the potential for exchanging current landscaping for more drought resistant landscaping in the future and irrigation system repair/replacement. Reserve of approximately \$20,000 is available, therefore, no additional reserve is budgeted.

NIPOMO COMMUNITY SERVICES DISTRICT
ENGINEER'S ANNUAL LEVY REPORT
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1
FISCAL YEAR 2009-2010

=====

Lot Number	Assessor Parcel Number	Annual Assessment
1	092-512-001	\$301.78
2	092-512-002	\$301.78
3	092-512-003	\$301.78
4	092-512-004	\$301.78
5	092-512-005	\$301.78
6	092-512-006	\$301.78
7	092-512-007	\$301.78
8	092-512-008	\$301.78
9	092-512-009	\$301.78
10	092-512-010	\$301.78
11	092-512-011	\$301.78
12	092-512-012	\$301.78
13	092-512-013	\$301.78
14	092-512-014	\$301.78
15	092-512-015	\$301.78
16	092-512-016	\$301.78
17	092-512-017	\$301.78
18	092-512-018	\$301.78
19	092-512-019	\$301.78
20	092-512-020	\$301.78
21	092-512-021	\$301.78
22	092-512-022	\$301.78
23	092-512-023	\$301.78
24	092-512-024	\$301.78
25	092-512-025	\$301.78
26	092-512-026	\$301.78
27	092-512-027	\$301.78
28	092-512-028	\$301.78
	TOTAL	\$8,449.84



Peter V. Sevcik

PETER V. SEVCIK
DISTRICT ENGINEER

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: MAY 8, 2009

AGENDA ITEM
D-5
MAY 13, 2009

CSDA BYLAWS AMENDMENT

ITEM

Authorize submittal of "YES" vote on proposed CSDA Bylaws amendment [RECOMMEND APPROVAL]

BACKGROUND

Attached is a memo from CSDA detailing the amendment to the Bylaws proposed by the CSDA Board of Directors. The amendments would increase the time allowed for submission of nominations from 30 days to 45 days and describe the responsibilities of CSDA's Standing Committees.

Staff believes that the proposed amendments are reasonable and supports adoption.

FISCAL IMPACT - NONE

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to submit a "YES" vote on the proposed bylaw amendment.

ATTACHMENTS

- Memo and supporting materials

t:\documents\board matters\board meetings\board letter 2009\CSDA BYLAWS AMENDMENT.doc



MEMORANDUM

DATE: April 16, 2009
TO: California Special Districts Association (CSDA) Voting Members
FROM: Arlene Schafer, CSDA Board President
Neil McCormick, CSDA Executive Director
SUBJECT: Proposed CSDA Bylaws Amendments

The CSDA Elections and Bylaws Committee and the CSDA Board of Directors have been working on updates to the CSDA Bylaws over the last year to bring items current. In November of 2008, the CSDA Board of Directors approved sending out the proposed bylaws this month to the membership for a vote via a mail ballot.

Enclosed is a short summary of the revisions to help members identify exactly what changes are being proposed from the current version of the CSDA bylaws (last amendment 2004). Also enclosed is the official ballot with return postage.

The current CSDA Bylaws require a majority vote of a quorum of Regular CSDA members. All documents have been placed online for easy access and viewing. You can review a more detailed summary of the changes online at: www.csda.net/csda.bylaws.2008.doc.

Additionally, the current CSDA Bylaws as well as the proposed new version can be viewed and downloaded at: www.csda.net/csda.bylaws.2004.doc & www.csda.net/csda.proposed.bylaws.2008.doc.

Once your district has reviewed the proposed updated bylaws, please use the official ballot with prepaid postage to cast your vote via mail. **Completed ballots need to be received before July 31, 2009 at 5:00 pm.** The results of the Bylaws ballot will be announced at the CSDA Annual Conference, during the Business Meeting, on September 22, 2009 in Indian Wells, California. The results will also be published in the CSDA e-News and posted on the CSDA website – www.csda.net. If approved, the updated bylaws would take effect on October 1, 2009.

If you have any questions or require hard copies of any of the documents, you can contact Diana Zavala, Executive Assistant at dianaz@csda.net or 916.442.7887. Thank you for your participation and continued support of CSDA.

RECEIVED

APR 20 2009

NIPOMO COMMUNITY
SERVICES DISTRICT

California Special Districts Association

1112 I Street, Suite 200
Sacramento, CA 95814
toll-free: 877.924.CSDA (2732)
t: 916.442.7887
f: 916.442.7889
www.csda.net

A proud California Special Districts Alliance partner

Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, CA 95814
toll-free: 800.537.7790

CSDA Finance Corporation
1112 I Street, Suite 200
Sacramento, CA 95814
toll-free: 877.924.CSDA (2732)
f: 916.442.7889



California Special Districts Association Short Summary of the Proposed 2009 Changes To the Current 2004 Bylaws

April 16, 2009

Note: Most of the changes in the 2009 revision of the Bylaws is the re-arrangement of the wording. The Election and Bylaws Committee has been given the authority to set the timing of the dates for the nomination and election of directors and the meetings of the members. Thirty (30) day notices have been changed to forty-five (45) days. A brief paragraph describing the responsibilities of each of the Standing Committees has been added.

ARTICLE I. GENERAL:

Section 1. Purpose, Deleted, will strive to become an association of the future; added outreach and education.

Section 2. CSDA Regions, Added, map and names of counties located in the CSDA regions.

Section 3. Principal Office, Added, principal business office to be located in Sacramento, California.

ARTICLE II. MEMBERSHIP:

Section 1. Qualification of Membership, Changed the names of the classes of memberships and added liaison representatives.

Section 2. Membership Application, Added, membership in CSDA authorizes participation as specified in the Bylaws.

Section 3. Membership Dues, Deleted, no assessments other than dues may be levied on the members. Added, dues shall be established annually by the BOD.

Section 4. Membership Voting, Wording re-arranged and transferred to other sections.

Section 5. Membership Quorum defined as 25 qualified voting members for any meeting; absentee ballots not accepted. Mailed ballots received from 25 qualified voting members.

Section 6. Membership Meetings, Deleted 48 hour electronic notice, added facsimile notice. The 30 day notice changed to 45 day notice of meetings. Majority vote required to carry any voting issue. Voting by proxy not allowed.

Section 7. Termination of Membership, Changed notice of dues in arrears from 30 to 45 days.

ARTICLE III. DIRECTORS:

Section 1. Number of Directors, Added, each member agency of CSDA is limited to (1) seat on the BOD. Three directors from the same region shall be elected from (3) different agencies located in that region.

Section 2. Term of Office, Added term of office shall commence upon ratification by the BOD, and terminate in three years.

Section 3. Nomination of Directors, Added nominations shall be by regions. Only (1) nominee from each special district will be accepted. The CSDA staff in conjunction with the Election and Bylaws Committee shall review and accept all qualified nominees.

Section 4. Election of Directors, Wording Re-Arranged. Added, the Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections. The committee will set the timeline for notice of nomination and elections of director. Deadline for receipt of nominations set at 60 days prior to the election, receipt of ballots set at 45 days prior to the membership meeting.

Section 5. Event of Tie, Added, in the event of a tie, members of each region shall be entitled to vote for the open director's seat in their region. Changed the timeline for receipt of the ballots.

Section 6. Director Vacancy, Changed wording from 60 to 120 day timeline of vacancy to "during" and "after" nomination period. Added, if a director vacancy occurs "after" the nomination period has closed, the directors from that region shall interview and recommend a director from that region to the BOD for appointment

Section 7. Director Disqualification, Deleted, disqualification of a director where such director is no longer a member of a governing body of a member special district or affiliated service entity. (This qualification already covered).

Section 8. Powers of Directors, Unchanged.

ARTICLE IV. DIRECTOR MEETINGS:

Section 1. Place of Meetings, Added place of meetings to be held in the State of California.

Section 2. Ratification Meeting, Added, a ratification meeting to qualify and start the term of the newly elected directors.

Section 3. Organization Meeting, Changed the organizational meeting from 30 days following the annual membership meeting, to a time to be held after the ratification meeting, in order to elect and qualify the officers of the new board.

Section 4. Planning Session, Added, a strategic planning meeting to be held before the end of each year to organize the Standing Committees for the next year and to review the plans, policies and activities related to the business interest of the CSDA.

Section 5. Regular Meetings, No change.

Section 6. Special Meetings, Added, tele-conferencing means shall be made available for special meetings. More time of written notice of special meetings shall be given, from 4 days to 10 days; electronic notice from 2 to 5 days.

Section 7. Quorum, No change.

Section 8. Official Records, Added, official records of meetings to be maintained at the principal business office.

ARTICLE V. OFFICERS:

Section 1. Number and Selection – Wording Re-arranged.

Section 2. Duties of the President, added, the President shall recommend appointment of committee officers and members of Standing Committees, to the BOD. Appointments are subject to approval by the Board.

Section 3. Duties of the Vice-President, added, the Vice-President shall be chair of the Planning Committee.

Section 4. Duties of the Secretary, added the words “or such designee”.

Section 5. Duties of the Treasurer, added the words “or such designee”. The Treasurer shall serve as chair of the CSDA Fiscal Committee.

Section 6. Disbursement of Funds, No change.

Section 7. Removal of Officers, No change.

ARTICLE VI. COMMITTEES: Wording of Sections Re-arranged.

Section 1. Committees, Added, members or designees of CSDA associate members may be included on committees when approved by the BOD.

Section 2. Committee Actions, Wording Re-arranged of paragraphs A-B-C-D-E-F-G-H of 2004 Bylaws, Section 1.

Section 3. Committee Meetings, Wording Re-arranged.

Section 4. Standing Committees, Added paragraphs A-B-C-D-E-F-G-H, which give a brief description of each committee, along with a statement of responsibility.

Paragraph A. Executive Committee, Added, the committee is given responsibility for operation and function of the CSDA subject to the Bylaws and approval of the BOD.

Section 5. Ad Hoc Committees, Added with a brief description. Composed of two directors and may include designees of associate members.

Section 6. Special Committee of the Board, Added, composed of at least two directors given special authority to act on behalf of the BOD with regard to a special issue.

ARTICLE VII. INDEMNITY:

Section 1. Right of Indemnity – Wording Re-arranged.

Section 2. Approval of Indemnity – Wording Re-arranged.

Former Section 3. Advancement of Expenses - Deleted.

Section 3. Insurance – No Change.

Section 4. Liability – No Change.

ARTICLE VIII. LOCAL CHAPTERS:

Section 1. Purpose – Wording Re-arranged.

Section 2. Organization – Wording Re-arranged. Added, the CSDA and its local chapters shall not become, or deem to be partners or joint venturers with each other, by reason of the provisions of these Bylaws.

Section 3. Rules, Regulations and Meetings – Wording Re-arranged.

Section 4. Financing of Local Chapters – Wording Re-arranged.

Section 5. Legislative Program Participation – Wording Re-arranged. Added “federal” issues.

ARTICLE IX. AMENDMENTS TO THE BYLAWS: Wording Re-Arranged.

Section 1. Amendment Proposals: Added, proposals submitted by members will be reviewed by the Election and Bylaws Committee, approved by the BOD, and submitted for vote by the membership.

Section 2. Notice of Proposed Amendments: Added, notice of amendment proposals shall be given not later than 45 days prior to an amendment meeting. Electronic copies shall be available

on the CSDA website, and written copies of the proposed amendments will be made available upon advance requests.

Section 3. Mailed Amendment Ballot: Changed the amount of time from 30 days to not later than 45 days when ballots shall be mailed by the CSDA to the voting members in advance of the designated receipt of date and time.

Section 4. Amendment Ratification. Wording Re-Arranged.

Paragraph A. Adopted At A Membership Meeting: Added, amendments shall be deemed adopted by a majority vote at which a quorum of qualified members is present.

Paragraph B. Adopted By A Mailed Ballot: Wording Re-Arranged.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BSB*
DATE: MAY 13, 2009



ACCEPT QUARTERLY FINANCIAL REPORT

ITEM

ACCEPT QUARTERLY FINANCIAL REPORT [RECOMMEND APPROVAL]

BACKGROUND

The District's fiscal year is now 75% complete. The consolidated operating revenues are at 76.78% of the budget, operating expenditures are at 60.26% of the budget and general and administrative expenditures are at 63.13 % of the budget.

Attached are the following which provide an overview of the first nine months of the fiscal year:

- | | |
|-----------|--|
| Page 1 | Summary of Approved Budget Amendments |
| Page 2 | Summary of Revenues, Expenses and Cash Balances by Fund |
| Page 3 | Consolidated Balance Sheet |
| Page 4-5 | Consolidated Income Statement |
| Page 6-7 | Graphs for Consolidated Revenues and Expenses |
| Page 8-11 | Graphs for major funds (Town Water, Town Sewer, Blacklake Water and Blacklake Sewer) |

Detailed information by fund is available in the office.

RECOMMENDATION

It is recommended that your Honorable Board accept and direct Staff to file the quarterly financial report for the third quarter of fiscal year 2008-2009.

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF APPROVED BUDGET AMENDMENTS
FIRST QUARTER ENDING SEPTEMBER 30, 2008

DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
	NONE				

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF APPROVED BUDGET AMENDMENTS
SECOND QUARTER ENDING DECEMBER 31, 2008

DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
12/10/08	Hetrick Right-of-Way Clean Up Project (Resolution 2008-1114)	Fund #300 – Solid Waste	\$0	\$7,700	\$7,700

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF APPROVED BUDGET AMENDMENTS
THIRD QUARTER ENDING MARCH 31, 2009

DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
1/14/09	Prosecution of Litigation (Resolution 2009-1116)	Fund #600 – Property Taxes	\$0	\$40,000	\$40,000
3/25/09	Replacement of Knollwood	Fund #800 – Funded Replacement Town Water	\$0	\$29,500	\$29,500
3/25/09	Sundale Electrification	Fund #800 – Funded Replacement Town Water	\$45,000	\$94,000	\$139,000

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NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF REVENUES AND EXPENSES BY FUND
NINE MONTHS ENDING MARCH 31, 2009

FUND	FUND #	YTD REVENUES	YTD EXPENSES	FUNDED REPLACEMENT	YTD SUPRLUS/ (DEFICIT)
Administration	110	269,261	(269,261)	0	0
Town Water	120	2,136,893	(1,319,354)	(562,500)	255,039
Town Sewer	130	882,570	(711,996)	(93,750)	76,824
Blacklake Water	140	315,639	(276,192)	0	39,447
Blacklake Sewer	150	237,245	(205,291)	0	31,954
Blacklake Street Lighting	200	13,928	(14,686)	0	(758)
Street Landscape Maintenance	250	8,262	(6,154)	0	2,108
Solid Waste	300	72,551	(36,687)	0	35,864
Drainage Maintenance	400	9,902	0	0	9,902
Supplemental Water Capacity Fees	500	70,534	0	0	70,534
Property Taxes	600	401,589	(134,404)	0	267,185
Town Water Capacity Fees	700	85,970	(1,003)	0	84,967
Town Sewer Capacity Fees	710	92,877	0	0	92,877
Funded Replacement-Town Water	800	46,636	0	562,500	609,136
Funded Replacement-Town Sewer	810	59,527	0	93,750	153,277
Funded Replacement-BL Water	820	4,843	0	0	4,843
Funded Replacement-BL Sewer	830	0	0	0	0
Sewer Sinking Fund	880	174,673	0	0	174,673
TOTAL		4,882,900	(2,975,028)	0	1,907,872

CASH BALANCE OF EACH FUND
AS OF MARCH 31, 2009

FUND	FUND #	CASH BALANCE 3/31/2009
Administration	110	(48,260)
Town Water	120	1,936,498
Town Sewer	130	368,392
Blacklake Water	140	86,397
Blacklake Sewer	150	93,850
Blacklake Street Lighting	200	39,651
Street Landscape Maintenance	250	21,244
Solid Waste	300	581,098
Drainage Maintenance	400	14,970
Supplemental Water Capacity Fees	500	1,285,633
Property Taxes	600	1,335,257
Town Water Capacity Fees	700	4,626,616
Town Sewer Capacity Fees	710	5,140,552
Funded Replacement-Town Water	800	2,912,140
Funded Replacement-Town Sewer	810	3,405,968
Funded Replacement-BL Water	820	268,685
Funded Replacement-BL Sewer	830	0
Sewer Sinking Fund	880	173,996
Funds Held in Trust		2,294,420
TOTAL		24,537,107

NIPOMO COMMUNITY SERVICES DISTRICT
BALANCE SHEET - CONSOLIDATED
AS OF MARCH 31, 2009

ASSETS

Cash and Cash Equivalents	24,537,106.72
Accounts Receivable - Utility Billing	178,874.17
Unbilled Accounts Receivable	652,500.00
Property, Plant & Equipment	41,057,443.10
Accumulated Depreciation	(12,253,188.72)
Prepaid Expenses	13,788.90
Accrued Interest Receivable	105,381.50
Receivable - Other	20,000.00
Notes Receivable - BL Sewer	206,051.00
Reservation Fee	37,500.00
Loan Fees - SRF Loan	256,834.00
Accumulated Amortization - SRF Loan Fees	(162,957.16)
Revenue COP's Bond Discount	178,100.60
Accumulated Amortization - Bond Discount	(30,425.28)

Total Assets	54,797,008.83
=====	

LIABILITIES

Accounts Payable	271,541.73
Other Payables	820.11
Refunds Payable	1,407.43
Construction Meter Deposits	5,000.00
Compensated Absences Payable	61,802.00
Deposits	50,429.32
Payroll Taxes Payable	1,564.20
Deposit - Maintenance Guarantee	3,657.55
Deposit - Pomeroy Rd Water Line	24,170.00
Deferred Revenue	6,300.00
Notes Payable - Property Tax Fund	206,051.00
Revenue Bonds - Current Portion	10,000.00
SRF Loan #110 - Current Portion	34,868.35
SRF Loan #120 - Current Portion	42,180.25
Revenue COP's-Current Portion	85,000.00
Revenue Bonds Payable - Long Term Portion	110,000.00
SRF Loan #110 Payable - Long Term Portion	313,815.15
SRF Loan #120 Payable - Long Term Portion	463,982.75
Revenue COP's - Long Term Portion	3,510,000.00

Total Liabilities	5,202,589.84
=====	

FUND EQUITY

Contributed Capital - Assets	11,004,855.78
Contributed Capital - Capacity Fees (CY)	24,530.25
Contributed Capital - Supplemental Water Fees (CY)	59,937.75
Contributed Capital - Capacity Fees (PY)	17,312,497.62
Contributed Capital - Supplemental Water Fees (PY)	2,947,664.75
Contributed Capital - Right of Way	70,100.00
Contributed Capital - Assessment Districts	1,290,867.00
Contributed Capital - Grants	2,767,269.66
Retained Earnings-Reserved (Debt Service)	15,600.00
Retained Earnings-Reserved (Emergencies)	50,000.00
Retained Earnings-Reserved (Sewer Grant)	315,000.00
Retained Earnings-Reserved (Funded Replacement)	6,694,880.14
Retained Earnings - Unreserved	5,133,343.14
CURRENT EARNINGS	1,907,872.90

Total Fund Equity	49,594,418.99

Total Liabilities and Fund Equity	54,797,008.83
=====	

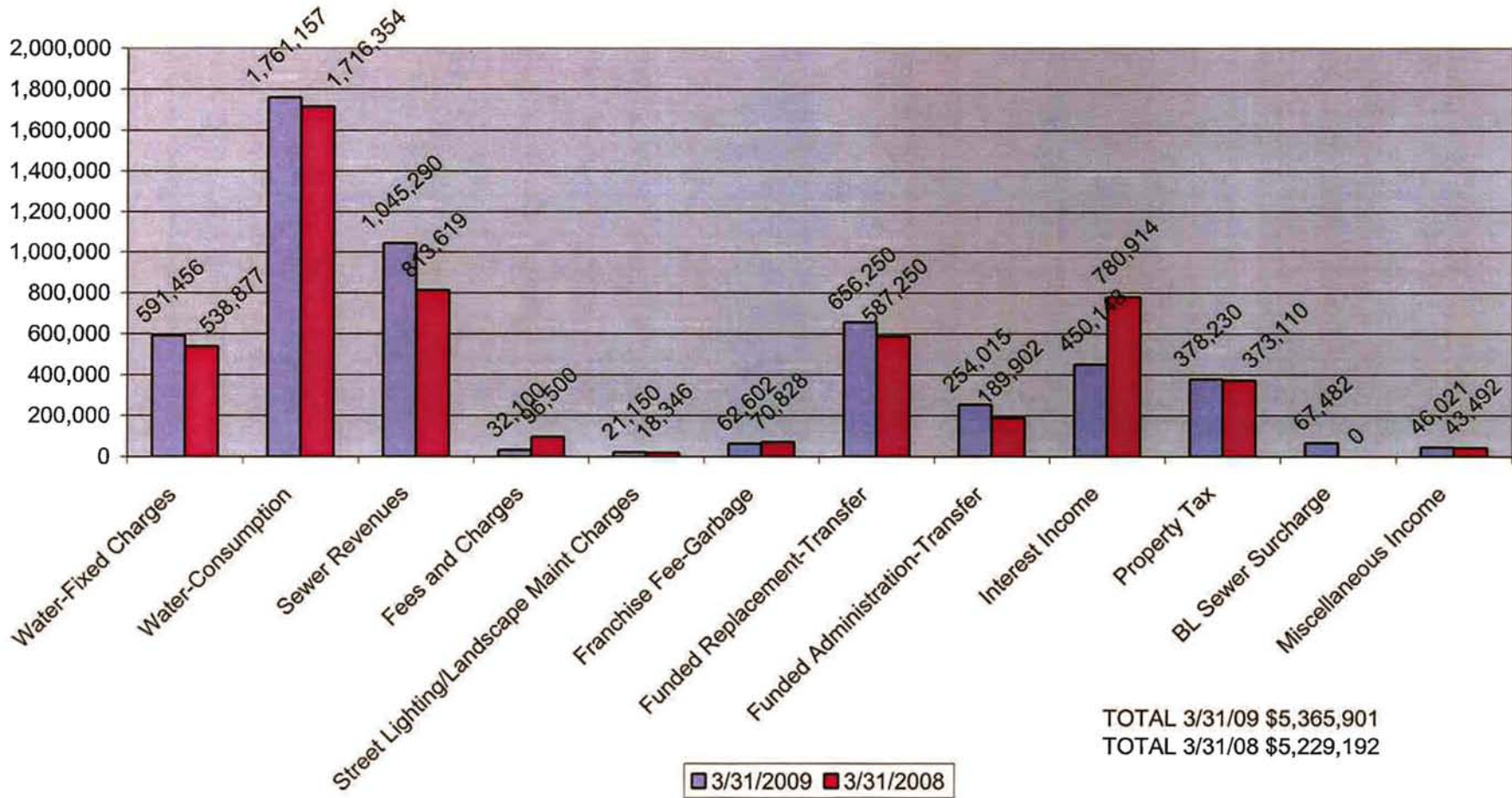
NIPOMO COMMUNITY SERVICES DISTRICT
INCOME STATEMENT - CONSOLIDATED
FOR THE PERIOD ENDING MARCH 31, 2009

	YTD ACTUAL -----	ANNUAL BUDGET -----	% OF BUDGET -----
REVENUES			
Water - Fixed Charge	591,455.82	785,000.00	75.34 %
Water - Usage	1,741,158.56	2,034,000.00	85.60 %
Construction Water	12,154.02	0	.00 %
Fire System Fee	3,334.33	3,800.00	87.75 %
Emergency Intertie Water Sales - SCWC	4,509.92	0	.00 %
Sewer Charges	1,045,289.59	1,446,500.00	72.26 %
Fees and Penalties	31,027.40	38,400.00	80.80 %
Meters	550.00	6,875.00	8.00 %
Plan Check & Inspection Fees	522.20	500.00	104.44 %
Franchise Fees	62,601.85	91,200.00	68.64 %
Miscellaneous Income	46,020.88	33,700.00	136.56 %
Street Lighting Charges	13,216.00	18,836.00	70.16 %
Landscape Maintenance Dist Charges	7,933.67	10,857.00	73.07 %
Operating Transfers In - Funded Administration	254,015.36	477,131.00	53.24 %
Operating Transfers In - Funded Replacement	656,249.94	875,000.00	75.00 %
Total Revenues	4,470,039.54	5,821,799.00	76.78 %
OPERATIONS AND MAINTENANCE			
Wages and Benefits	401,297.39	711,525.00	56.40 %
Electricity	355,186.62	557,120.00	63.75 %
Natural Gas	36,130.73	86,000.00	42.01 %
Water	1,503.69	3,150.00	47.74 %
Chemicals	19,471.70	31,000.00	62.81 %
Lab Tests	44,235.01	78,000.00	56.71 %
Operating Supplies	59,389.48	150,000.00	39.59 %
Outside Services	25,425.77	44,000.00	57.79 %
Permits and Operating Fees	20,431.36	17,500.00	116.75 %
Repairs and Maintenance	225,615.56	395,600.00	57.03 %
Engineering	16,829.37	13,500.00	124.66 %
Fuel	16,046.15	39,670.00	40.45 %
Paging Service	4,408.82	7,205.00	61.19 %
Meters - New Installation	0	20,000.00	.00 %
Meters - Replacement Program	15,025.72	44,500.00	33.77 %
Uniforms	5,109.75	7,340.00	69.62 %
Landscape Maintenance & Water	4,575.14	3,580.00	127.80 %
Clean Up	7,861.39	11,000.00	71.47 %
Conservation Program	40,659.58	138,975.00	29.26 %
Street Sweeping/Trash Collection	8,846.08	25,100.00	35.24 %
Operating Transfers Out - Funded Replacement	656,249.94	875,000.00	75.00 %
Subtotal - O & M	1,964,299.25	3,259,765.00	60.26 %
GENERAL AND ADMINISTRATIVE			
Wages and Benefits	462,561.49	638,025.00	72.50 %
Utilities	7,667.95	28,000.00	27.39 %
Audit	8,000.00	8,500.00	94.12 %

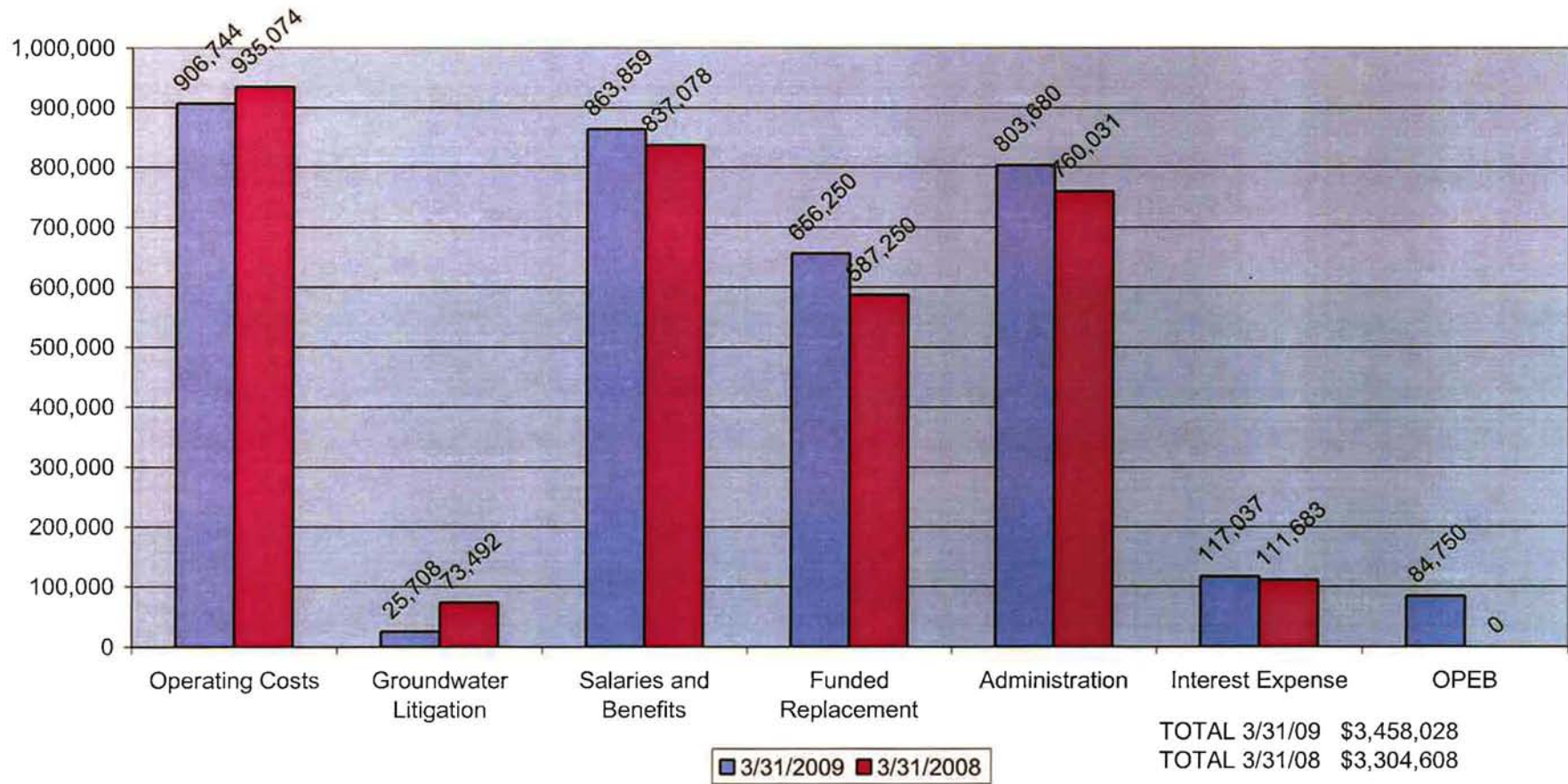
NIPOMO COMMUNITY SERVICES DISTRICT
 INCOME STATEMENT - CONSOLIDATED
 FOR THE PERIOD ENDING MARCH 31, 2009

	YTD ACTUAL	ANNUAL BUDGET	% OF BUDGET
Bank Charges and Fees	1,097.12	2,100.00	52.24 %
Computer Expense	34,928.27	47,000.00	74.32 %
Director Fees	12,800.00	25,200.00	50.79 %
Dues and Subscriptions	9,485.45	12,000.00	79.05 %
Education and Training	8,688.35	35,000.00	24.82 %
Elections	483.43	5,000.00	9.67 %
Insurance - Liability	31,031.66	42,000.00	73.88 %
LAFCO Funding	19,756.00	19,756.00	100.00 %
Landscape and Janitorial	9,959.29	14,320.00	69.55 %
Legal - General Counsel	68,269.92	132,000.00	51.72 %
Legal - Special Counsel	8,886.74	0	.00 %
Legal - Water Counsel	25,707.55	90,000.00	28.56 %
Professional Services	231,690.20	235,000.00	98.59 %
Miscellaneous	2,913.82	5,500.00	52.98 %
Newsletters & Mailers	2,973.43	11,000.00	27.03 %
Office Supplies	13,389.79	19,000.00	70.47 %
Outside Service	8,859.83	24,500.00	36.16 %
Postage	13,198.16	20,000.00	65.99 %
Public Notices	8,084.78	13,350.00	60.56 %
Repairs and Maintenance	31,462.37	113,590.00	27.70 %
Property Taxes	1,023.96	1,065.00	96.15 %
Telephone	6,098.67	7,500.00	81.32 %
Travel and Mileage	7,157.30	20,000.00	35.79 %
Bond Administration	1,750.00	0	.00 %
Operating Transfer Out - Funded Administration	254,015.36	477,131.00	53.24 %
Subtotal - G & A	1,291,940.89	2,046,537.00	63.13 %
NON OPERATING INCOME			
Interest Income	450,148.47	645,110.00	69.78 %
Property Tax Revenues	378,229.78	508,140.00	74.43 %
Town Sewer Sinking Fund Transfer In	173,250.00	231,000.00	75.00 %
BL Sewer Charge	67,482.00	0	.00 %
Subtotal - Non Operating Income	1,069,110.25	1,384,250.00	77.23 %
NON OPERATING EXPENSES			
Interest Expense	117,036.75	167,424.00	69.90 %
Town Sewer Sinking Fund Transfer Out	173,250.00	231,000.00	75.00 %
Other Post Employment Benefits (OPEB)	84,750.00	113,000.00	75.00 %
Subtotal - Non Operating Expenses	375,036.75	511,424.00	73.33 %
Net Surplus/(Deficit)	1,907,872.90	1,388,323.00	137.42 %

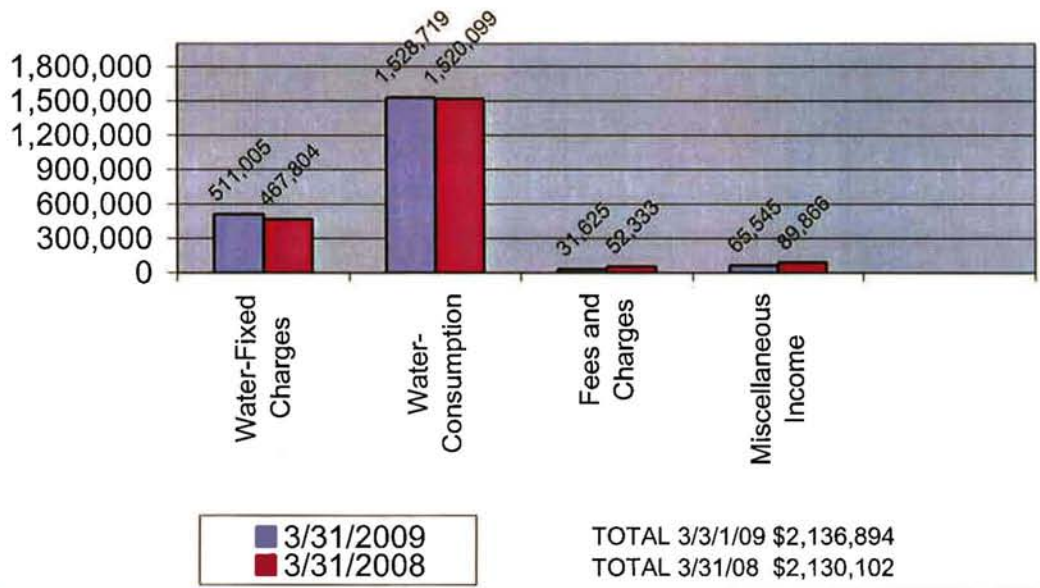
**NIPOMO COMMUNITY SERVICES DISTRICT
COMBINED REVENUES FOR ALL FUNDS
NINE MONTHS ENDED
MARCH 31, 2009 AND MARCH 31, 2008**



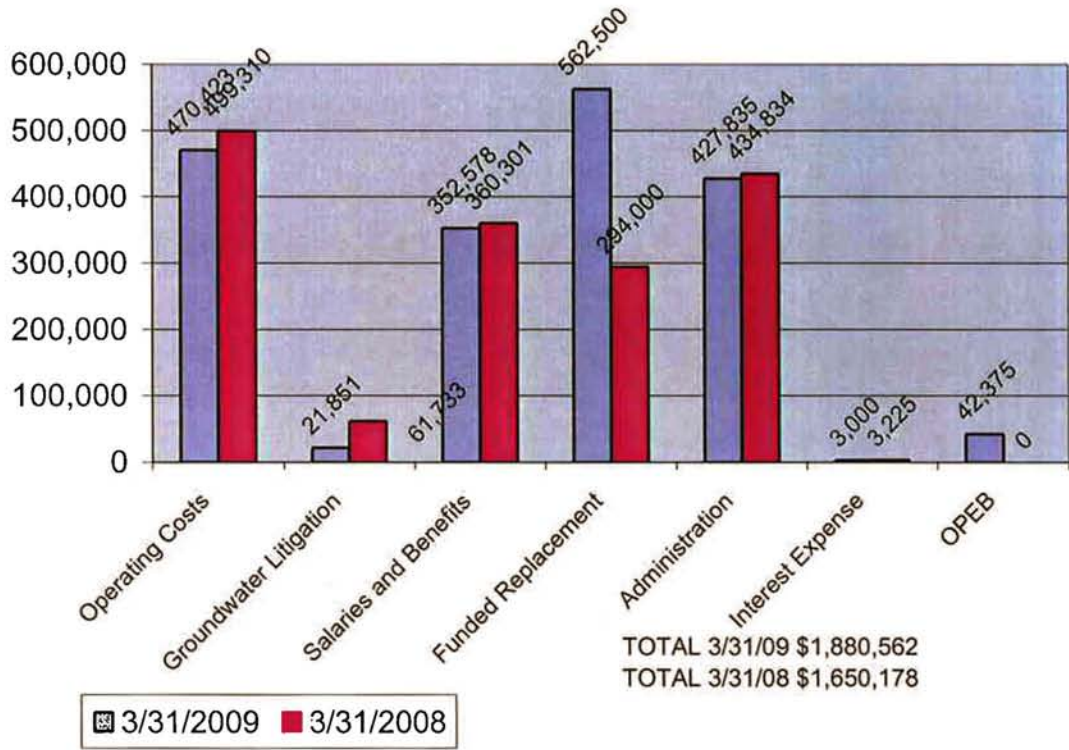
**NIPOMO COMMUNITY SERVICES DISTRICT
COMBINED EXPENDITURES FOR ALL FUNDS
NINE MONTHS ENDED
MARCH 31, 2009 AND MARCH 31, 2008**



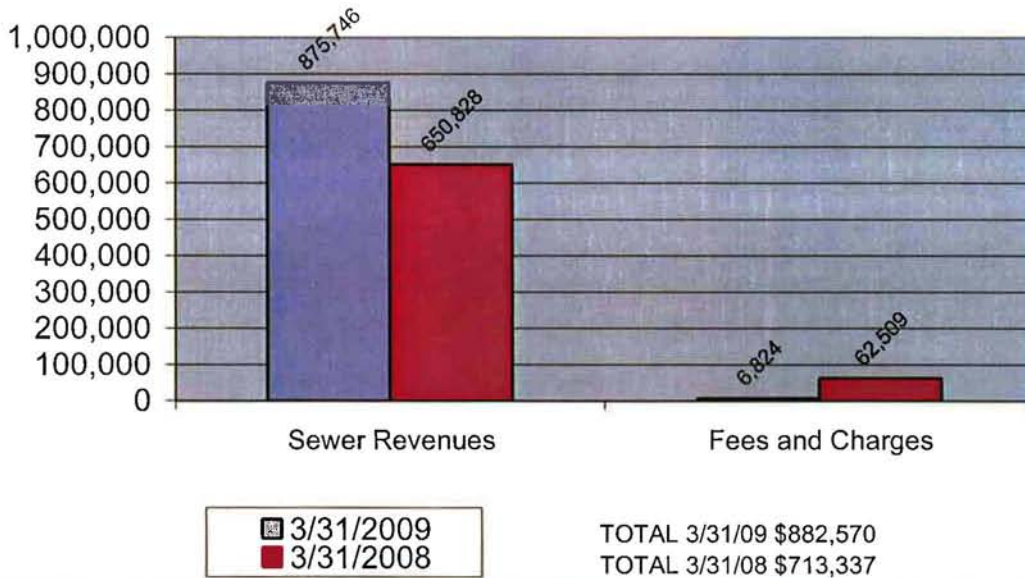
**NIPOMO COMMUNITY SERVICES DISTRICT
TOWN WATER FUND #120
REVENUES-MARCH 31, 2009 AND MARCH 31, 2008**



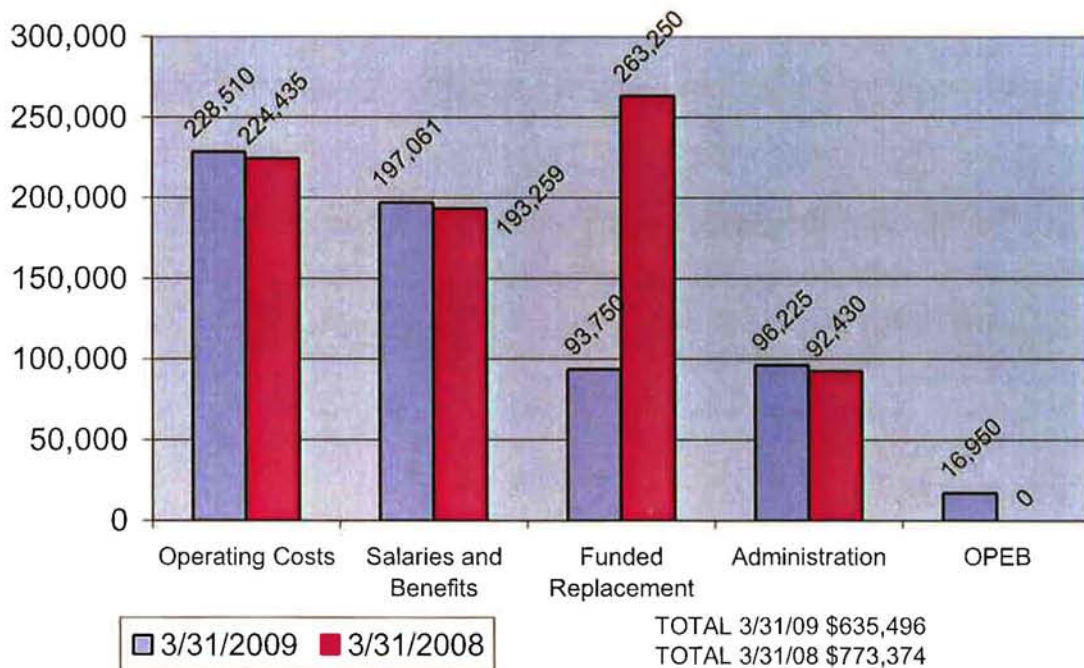
**NIPOMO COMMUNITY SERVICES DISTRICT
TOWN WATER FUND #120
EXPENDITURES-MARCH 31, 2009 AND MARCH 31, 2008**



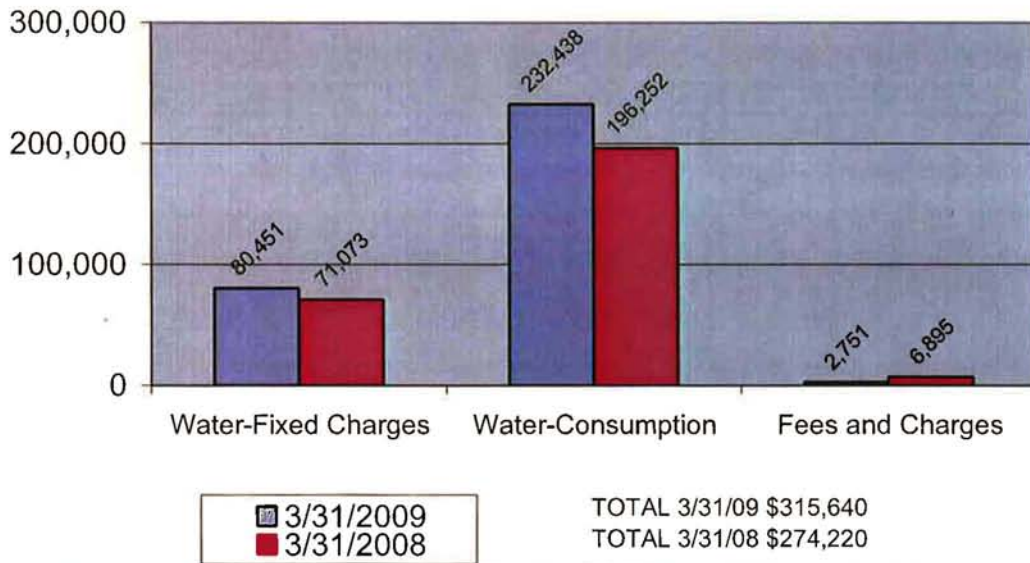
**NIPOMO COMMUNITY SERVICES DISTRICT
TOWN SEWER FUND #130
REVENUES-MARCH 31, 2009 AND MARCH 31, 2008**



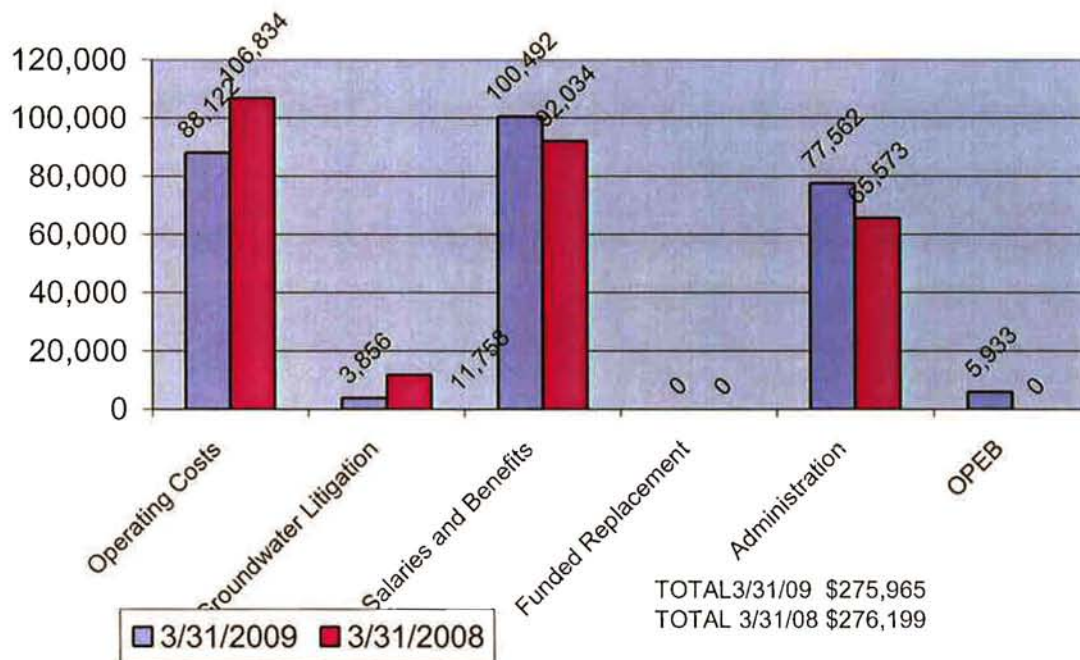
**NIPOMO COMMUNITY SERVICES DISTRICT
TOWN SEWER FUND #130
EXPENDITURES-MARCH 31, 2009 AND MARCH 31, 2008**



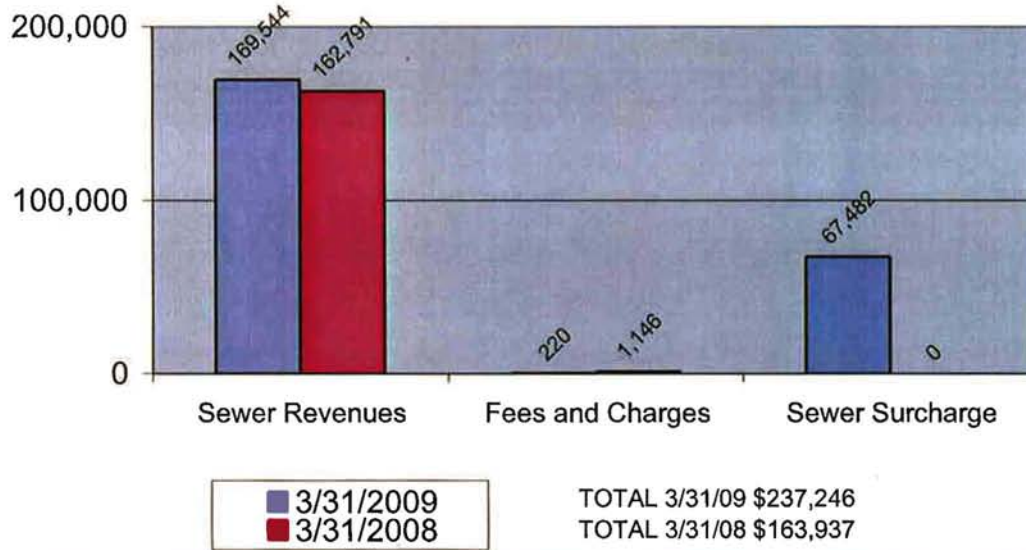
**NIPOMO COMMUNITY SERVICES DISTRICT
BLACKLAKE WATER FUND #140
REVENUES-MARCH 31, 2009 AND MARCH 31, 2008**



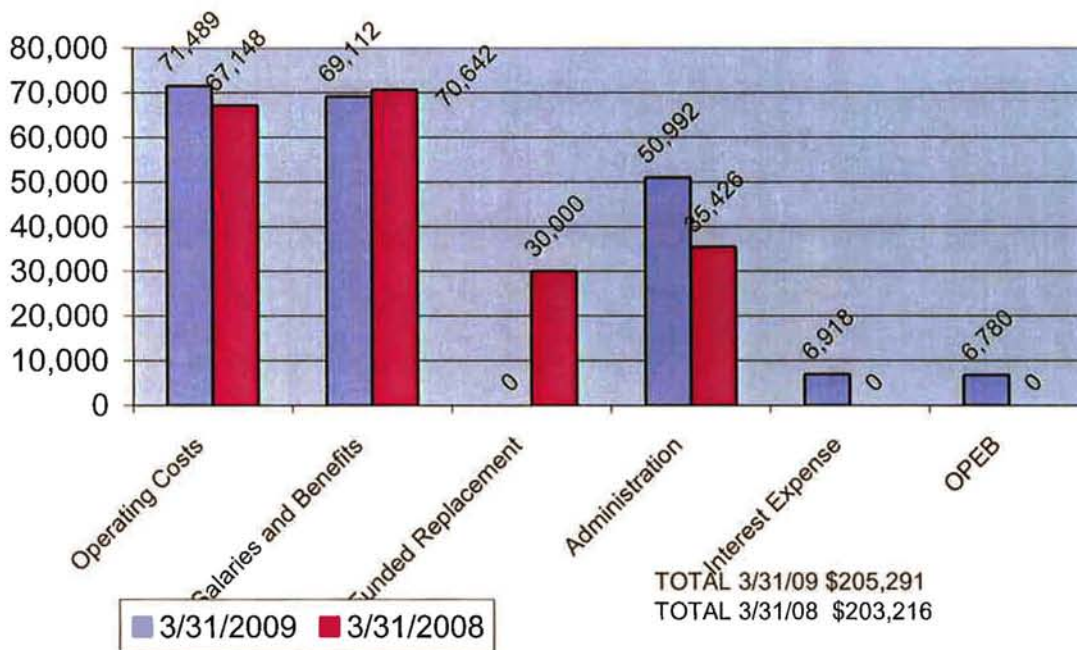
**NIPOMO COMMUNITY SERVICES DISTRICT
BLACKLAKE WATER FUND #140
EXPENDITURES-MARCH 31, 2009 AND MARCH 31, 2008**



**NIPOMO COMMUNITY SERVICES DISTRICT
BLACKLAKE SEWER FUND #150
REVENUES-MARCH 31, 2009 AND MARCH 31, 2008**



**NIPOMO COMMUNITY SERVICES DISTRICT
BLACKLAKE SEWER FUND #150
EXPENDITURES-MARCH 31, 2009 AND MARCH 31, 2008**



TO: BOARD OF DIRECTORS
 FROM: BRUCE BUEL *BBB*
 DATE: MAY 13, 2009

**AGENDA ITEM
 D-7
 MAY 8, 2009**

INVESTMENT POLICY – FIRST QUARTER REPORT

The Board of Directors have adopted an Investment Policy for NCSD which states that the Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the Board of Directors.

Below is the March 31, 2009 Quarterly Report for your review. The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the Investment Policy.

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 2009 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report by motion and minute order.

INVESTMENT POLICY-FIRST QUARTER REPORT 3/31/09

Investment	Institution	Amount of Deposit 3/31/09	Rate of Interest	Quarterly Interest Earned or Accrued 3/31/09	Amount of Deposit 3/31/08	Rate of Interest	Quarterly Interest Earned or Accrued 3/31/08
Money Market	Rabaobank	\$149,689.50	.10%	\$37.83	\$200,308.84	.10%	\$31.89
Savings	Rabobank	\$925.26	.16%	\$0.49	\$922.76	.35%	\$0.89
Pooled Money Investment	Local Agency Investment Fund (LAIF)	\$22,220,142.18	1.91%	\$105,722.46	\$20,830,313.62	4.18%	\$216,896.09
Certificate of Deposit (COP)	Rabobank	\$2,045,393.99	2.40%	\$12,056.63	\$1,990,550.78	4.50%	\$14,311.80

ATTACHMENTS

None