

TO: BOARD OF DIRECTORS
FROM: DON SPAGNOLO
GENERAL MANAGER
DATE: SEPTEMBER 3, 2010




CONSENT AGENDA

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

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

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
 - AUGUST 25, 2010 REGULAR BOARD MEETING
 - AUGUST 20, 2010 STUDY SESSION
- D-3) CONTRACT WITH SAN LUIS OBISPO COUNTY FOR CROSS CONNECTION CONTROL INSPECTION [RECOMMEND APPROVAL]

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TO: BOARD OF DIRECTORS
 FROM: DON SPAGNOLO
 GENERAL MANAGER 
 DATE: SEPTEMBER 3, 2010

**AGENDA ITEM
 D-1
 SEPTEMBER 8, 2010**

**TOTAL COMPUTER
 CHECKS
 \$184,951.38**

HAND WRITTEN CHECKS

08-23-10	20155	ED EBY	SUPPLEMENTAL WATER COMMITTEE	100.00
08-23-10	20156	JAMES HARRISON	SUPPLEMENTAL WATER COMMITTEE	100.00

VOID - NONE

COMPUTER GENERATED CHECKS

18402	09/03/10	CAL19	CALIFORNIA STATE DISBURSE	344.76	.00	344.76	B00830	WITHHOLDING ORDER
18403	09/03/10	EMP01	EMPLOYMENT DEVELOP DEPT	1398.53	.00	1398.53	B00830	STATE INCOME TAX
18404	09/03/10	FRA01	FRANCHISE TAX BOARD	125.00	.00	125.00	B00830	WITHHOLDING ORDER
18405	09/03/10	MID01	RABOBANK-PAYROLL TAX DEPO	3768.01	.00	3768.01	B00830	FEDERAL INCOME TAX
				56.50	.00	56.50	1B00830	FICA
				1033.36	.00	1033.36	2B00830	MEDICARE (FICA)
			Check Total.....:	4857.87	.00	4857.87		
18406	09/03/10	MID02	RABOBANK-DIRECT DEPOSIT	28563.15	.00	28563.15	B00830	NET PAY
18407	09/03/10	PER01	PERS RETIREMENT	8659.25	.00	8659.25	B00830	PERS PAYROLL REMITTANCE
18408	09/03/10	STA01	ING-PERS 457 DEFERRED COM	875.00	.00	875.00	B00830	457 DEFERRED COMP
018409	09/08/10	ABA01	ABALONE COAST BACTERIOLOG	175.00	.00	175.00	10-1346	LAB TEST-WATER SAMPLES
				147.00	.00	147.00	10-2390	LAB TEST-SOUTHLAND WWTP
				20.00	.00	20.00	10-2524	LAB TEST-BL WWTP
				105.00	.00	105.00	10-2548	LAB TEST-SOUTHLAND WWTP
				176.00	.00	176.00	10-2549	LAB TEST-SOUTHLAND WWTP
				97.00	.00	97.00	10-2550	LAB TEST-SOUTHLAND WWTP
				124.00	.00	124.00	10-2551	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2556	LAB TEST-BLACKLAKE WWTP
				20.00	.00	20.00	10-2579	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2596	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2617	LAB TEST-BL WWTP
				175.00	.00	175.00	10-2618	LAB TEST-WATER SAMPLES
				176.00	.00	176.00	10-2650	LAB TEST-SOUTHLAND WWTP
				124.00	.00	124.00	10-2651	LAB TEST-BLWWTP
				20.00	.00	20.00	10-2652	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2684	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2700	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2721	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2743	LAB TEST-BL WWTP
			Check Total.....:	1499.00	.00	1499.00		
018410	09/08/10	ADV01	ADVANTAGE ANSWERING PLUS	175.73	.00	175.73	115065	ANSWERING SERVICE
018411	09/08/10	ALX01	ALEXANDER'S CONTRACT SERV	2282.70	.00	2282.70	JULY2010	METER READING-AUGUST
018412	09/08/10	AME03	AMERI PRIDE	109.94	.00	109.94	161721	UNIFORMS
				123.96	.00	123.96	167521	UNIFORMS
			Check Total.....:	233.90	.00	233.90		
018413	09/08/10	ATT01	AT&T/MCI	147.07	.00	147.07	1581013	TELEPHONE
				28.56	.00	28.56	1581265	TELEPHONE
				156.57	.00	156.57	1581335	TELEPHONE
			Check Total.....:	332.20	.00	332.20		
018414	09/08/10	BEL01	BELTRAN, KATHY	46.10	.00	46.10	B00901	REIMBURSEMENT-OFFICE SUPP
018415	09/08/10	CAL03	CALIFORNIA ELECTRIC SUPPL	320.93	.00	320.93	420525	PARTS
				425.13	.00	425.13	421421	FUSE
			Check Total.....:	746.06	.00	746.06		
018416	09/08/10	CAL16	CALPERS	25750.00	.00	25750.00	SEPT 2010	QUARTERLY OPEB CONTRIBUTI
018417	09/08/10	COR01	CORBIN WILLITS SYSTEMS	750.83	.00	750.83	B00815	SOFTWARE SUPPORT
018418	09/08/10	DAV03	DAVISON, PETE	108.74	.00	108.74	B00825	REIMBURSEMENT-WORK BOOTS

**NIPOMO COMMUNITY SERVICES DISTRICT
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018419	09/08/10	DIS02	DISCRETE WIRELESS	308.50	.00	308.50	AT0675554	GPS SERVICE
018420	09/08/10	EBY01	EBY, ED	100.00	.00	100.00	090810	REGULAR BOARD MEETING 9-8
018421	09/08/10	FAS01	FASTENAL COMPANY	34.55	.00	34.55	35472	LIFT STATION PARTS
018422	09/08/10	GAS02	GAS COMPANY, THE	29.91	.00	29.91	B00825	HEATING-SHOP
				6.11	.00	6.11	B00827	HEAT-OFFICE
			Check Total.....:	36.02	.00	36.02		
018423	09/08/10	GWA01	GWA INC	53.00	.00	53.00	SEPT A	ALARM-WILSON
				85.00	.00	85.00	SEPT B	ALARM-SOUTHLAND
				85.00	.00	85.00	SEPT C	ALARM-LAB/SHOP
			Check Total.....:	223.00	.00	223.00		
018424	09/08/10	HAC01	HACH COMPANY	11.68	.00	11.68	6864335	OPERATING SUPPLIES
018425	09/08/10	HAR02	HARRISON, JAMES	100.00	.00	100.00	090810	REGULAR BOARD MEETING 9-8
018426	09/08/10	HOM01	HOME MOTORS	354.90	.00	354.90	38560	VEHCILE REPAIRS
018427	09/08/10	ITT01	ITT WATER & WASTEWATER US	8654.84	.00	8654.84	7594727	PUMP FOR LIFT STATION
018428	09/08/10	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	49774	LANDSCAPE MAINTENANCE
018429	09/08/10	MNS01	MNS ENGINEERS INC	4110.00	.00	4110.00	59901	PRECONSTRUCTION SERVICES
018430	09/08/10	NEL01	NELSON, WILLIAM J	100.00	.00	100.00	090810	REGULAR BOARD MEETING 9-8
018431	09/08/10	NEX01	NEXTEL COMMUNICATIONS	494.55	.00	494.55	105	CELLULAR SERVICE
018432	09/08/10	NIC01	NICKSON'S MACHINE SHOP	212.50	.00	212.50	79112	LIFT STATION
018433	09/08/10	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	80070	PEST CONTROL
				49.00	.00	49.00	80071	PEST CONTROL
			Check Total.....:	314.00	.00	314.00		
018434	09/08/10	OFF01	OFFICE DEPOT	68.05	.00	68.05	1218001	OFFICE SUPPLIES
				262.57	.00	262.57	51484001	OFFICE SUPPLIES
				6.26	.00	6.26	51991001	OFFICE SUPPLIES
			Check Total.....:	336.88	.00	336.88		
018435	09/08/10	ONE01	1-800-CONFERENCE	227.35	.00	227.35	711616	TELECONFERENCING
018436	09/08/10	PGE01	P G & E	58499.39	.00	58499.39	AUG 2010	ELECTRICITY-JULY
018437	09/08/10	PRE01	PRECISION JANITORIAL	650.00	.00	650.00	203	JANITORIAL SERVICE
018438	09/08/10	QUI03	QUINN RENTAL SERVICES	237.23	.00	237.23	1226661	CONCRETE
018439	09/08/10	REE01	REEDER, GILMAN & MILLION	2000.00	.00	2000.00	7708	APPRAISAL-VIA CONCHA EASE
018440	09/08/10	ROX01	ROXSAND	362.85	.00	362.85	14438	CLASS 2 BASE
018441	09/08/10	SAF02	SAFETY CENTER, INC.	1200.00	.00	1200.00	63690	SAFETY-FLAGGER/TRAFFIC CO
				600.00	.00	600.00	63691	SAFETY-DEFENSIVE DRIVING
			Check Total.....:	1800.00	.00	1800.00		
018442	09/08/10	SHI01	SHIPSEY & SEITZ, INC	8139.20	.00	8139.20	JULY 2010	LEGAL SERVICES JULY 2010
018443	09/08/10	SLO02	DIV OF ENVIRON HEALTH	583.10	.00	583.10	69783	CROSS CONNECTION
018444	09/08/10	SLO05	SAN LUIS OBISPO ASSESSOR	323.20	.00	323.20	41273	APN DATA
018445	09/08/10	SPE02	SPECIAL DISTRICT FINANCI	1500.00	.00	1500.00	10039	A/D 93-1 ANNUAL ASSESMEN
018446	09/08/10	TAF01	TAFT ELECTRIC	190.00	.00	190.00	30617N	VIA CONCHA
				380.00	.00	380.00	30617O	GENERATOR SET UP
				1879.78	.00	1879.78	30617P	GENERATOR SET UP
				522.50	.00	522.50	30617Q	TRANSDUCER
				237.50	.00	237.50	30617R	OFFICE REPAIR
				7505.00	.00	7505.00	30617S	SCHEMATIC DRAWINGS
			Check Total.....:	10714.78	.00	10714.78		
018447	09/08/10	TIT01	TITAN INDUSTRIAL & SAFETY	216.50	.00	216.50	1042327	HYDRAULIC SPILL CONTAINME
018448	09/08/10	USB01	US BANK TRUST	57.95	.00	57.95	8-2010	OPERATING PARTS
				845.24	.00	845.24	8-2010 A	SUPPLIES
				362.55	.00	362.55	8-2010 B	VEHICLE REPAIR
				197.58	.00	197.58	8-2010 C	COMPUTER EXPENSE
				27.20	.00	27.20	8-2010 D	POSTAGE
				50.00	.00	50.00	8-2010 E	EDUCATION
			Check Total.....:	1540.52	.00	1540.52		

Copy of document found at www.NoNewWipTax.com

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS SEPTEMBER 8, 2010**

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018449	09/08/10	USP01	U S POSTAL SERVICE	1000.60	.00	1000.60	B00901	PREPRINTED STAMPED ENVELO
018450	09/08/10	VAH01	YEGANEH VAHABIAN	65.00	.00	65.00	B00901	REIMBURSEMENT
018451	09/08/10	VAN01	VAN SCOYOC ASSOCIATES	4500.00	.00	4500.00	36079	LOBBYIST-AUGUST
018452	09/08/10	VER01	VERIZON	37.42	.00	37.42	B00901	TELEPHONE
018453	09/08/10	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	090810	REGULAR BOARD MEETING 9-8
018454	09/08/10	WIN01	WINN, MICHAEL	100.00	.00	100.00	090810	REGULAR BOARD MEETING 9-8

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 45 Years of Service 1965 - 2010

DRAFT MINUTES

AUGUST 25, 2010 AT 9:00 A.M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

D2

BOARD of DIRECTORS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
ED EBY, DIRECTOR
BILL NELSON, DIRECTOR

PRINCIPAL STAFF

DON SPAGNOLO, GENERAL MANAGER
LISA BOGNUDA, ASSIST. GENERAL MANAGER
MERRIE WALLRAVIN, SECRETARY/CLERK
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 Regular Meeting of August 25, 2010, to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

00:00:58

C. PRESENTATIONS AND PUBLIC COMMENT

C-1) MIKE NUNLEY OF AECOM

Update re: Waterline Intertie Project

Mike Nunley, AECOM, reviewed items completed this month on the Waterline Intertie Project as presented in the report in the Board packet. Jon Seitz, District Legal Counsel and Mr. Nunley answered questions from the Board. The Board thanked Mr. Nunley for the report. There was no public comment.

C-2) NCSO SUPERINTENDENT TINA GRIETENS

Update recent Operations activities.

Tina Grietens, Utility Superintendent, reviewed the report presented in the Board packet. Peter Sevcik, District Engineer and Ms. Grietens answered questions from the Board. The Board thanked Ms. Grietens. There was no public comment.

C-3) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST

Receive Announcements from Directors Items of District & Community Interest

Director Nelson

- ◇ Chamber of Commerce meeting tomorrow at Blacklake Clubhouse.

Director Vierheilig

- ◇ All elected public officials will be required to fill out an additional disclosure information form.

Director Eby

- ◇ The SLO Board of Supervisors denied an appeal for a Medical Marijuana dispensary in Nipomo.

Director Winn

- ◇ Will be doing a water presentation at 4:30 p.m. on Saturday, August 28, 2010, at SLO Down Pub in Arroyo Grande.
- ◇ September 1, 2010 – There will be the regular monthly Water Resources Advisory Committee (WRAC) meeting in SLO.

Director Harrison

- ◇ There will be a fundraiser on September 18, 2010, at Edwards Barn to benefit Women in Agriculture.

SUBJECT TO BOARDS APPROVAL

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

C-4) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public comment.

00:50:00

D. CONSENT AGENDA

D-1) APPROVE WARRANTS

D-2) APPROVE BOARD MEETING MINUTES

Approve Minutes of August 11, 2010

D-3) 2010 CONFLICT OF INTEREST CODE BIENNIAL NOTICE

D-4) AECOM CONTRACT AMENDMENT TO COMPLETE WATERLINE INTERTIE PROJECT DESIGN

D-5) CHECK SIGNING POLICY

Director Vierheilg requested that Item D-4 be pulled for separate consideration. Upon the motion of Director Winn and seconded by Director Eby, the Board unanimously approved Items D-1, D-2, D-3 and D-5. There was no public comment. Vote 5-0.

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

RESOLUTION NO. 2010-1197

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT VERIFYING ITS BIENNIALL REVIEW AND RE-ADOPTION OF ITS CONFLICT OF INTEREST CODE

RESOLUTION NO. 2010-1198

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT ESTABLISHING THE DISTRICT'S CHECK SIGNING POLICY

Item D-4

Don Spagnolo, General Manager, introduced item. Mr. Nunley reviewed the report presented in the Board packet. General Manger and Mr. Nunley answered questions from the Board. Director Winn asked that in future such contract amendments be hearing items, not on the consent agenda.

Upon the motion of Director Winn and seconded by Director Eby, the Board unanimously approved Item D-4. There was no public comment.

Vote 5-0.

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

The Board took a break from 10:25 a.m. to 10:40 a.m.

E. ADMINISTRATIVE ITEMS

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

01:33:45

E-1) CONSIDER FINAL WATER FUND FINANCIAL ANALYSIS/RATE STUDY

General Manager introduced item. The General Manager, Mrs. Bognuda, and Mr. Seitz answered questions from the Board.

Director Vierheilg recused himself from the meeting due to a perceived conflict of interest.

There was no public comment.

Upon motion of Director Winn and seconded by Director Nelson, the Board approved considering irrigation rates as a separate category and directed Mr. Tuckfield to prepare a flat rate and a 2-tier rate structure for consideration.

Vote 3-1.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Nelson, and Harrison	Director Eby	Director Vierheilg

Director Vierheilg returned to the meeting.

The Board discussed the item. There was no public comment.

Upon the motion of Director Winn and seconded by Director Vierheilg, the Board unanimously approved to direct Mr. Tuckfield to prepare a flat rate and 2-tier rate structure for all other non-residential rate structures (Commercial, Ag, and Construction).

Vote 5-0.

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

There was no public comment.

Upon the motion of Director Winn and seconded by Director Nelson, the Board approved to direct Mr. Tuckfield to prepare a 4-tier rate structure with breaking points for all single family and multi-family accounts.

Vote 3-2.

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

02:39:28

E-2) CONSIDER SIMI-ANNUAL WATER ALLOCATION REVIEW

Don Spagnolo, General Manager, reviewed the report presented in the Board packet. There was no public comment.

Upon the motion of Director Nelson and seconded by Director Vierheilg, the Board unanimously approved Item E-2.

Vote 5-0.

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

E-3) CONSIDER WATER CONSERVATION PLAN REVIEW

The General Manager introduced the item. Celeste Whitlow, NCSD Water Conservation Specialist, reviewed the report presented in the Board packet. Mrs. Whitlow and Mrs. Bognuda answered questions from the Board.

Director Winn asked that Staff determine the amount of water saved per dollar spent for each program, schedule a workshop for water-conservation events (offering again some of the most successful from the past), and provide information about AB1366.

Director Winn also asked the Water Conservation Committee review these items.

The Board considered Closed Session next.

03:03:51

I. CLOSED SESSION ANNOUNCEMENTS

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

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMVWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9 MARIA VISTA VS. NCSD (CASE NO. CV 040877), MARIA VISTA VS. NCSD (CASE NO. CV 061079), AND MARIA VISTA VS. LINDA VISTA FARMS, NCSD ET AL. (CASE NO. CV 040150);
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9; NCSD VS. COUNTY SLO, ET AL. (CASE #CV090010)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

3:04:21

K. ADJOURN TO CLOSED SESSION

President Harrison adjourned to Closed Session at 12:15 p.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:35 p.m.

Jon Seitz, District Legal Counsel, announced that the Board took the following action: Closed Session Item 1, the Board voted 5-0 to authorize Mr. Markman to represent NCSD in Court Case No. H032750 and to prepare a task order not to exceed \$50,000. For Closed Session Items 2 and 3 there was no reportable action. There was no public comment.

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

03:10:49

E-4) REVIEW LOBBYIST EFFORTS AND ASSOCIATED CONTRACT

The General Manager introduced the item and reviewed the report presented in the Board packet.

Upon the motion of Director Eby and seconded by Director Vierheilig, the Board approved the termination of the lobbyist contract. There was no public comment.

Vote 4-1.

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

03:25:57

F. MANAGER'S REPORT

Don Spagnolo, General Manager, reviewed the Manager's Report presented in the Board packet.

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

The Board directed Staff to add the following 2 items to future agenda:

- ◇ Upcoming agenda items.
- ◇ Directors requests to Staff.

The Board directed Staff to send Dan Gaddis a hard copy of the Board Packet and to research options for an appropriate California State Lobbyist.

There was no public comment.

G. COMMITTEE REPORT

The WIP Committee met on August 23, 2010.

The report was as presented. There was no public comment.

ADJOURN

President Harrison adjourned the meeting at 2:25 p.m.

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 45 Years of Service 1965 - 2010

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, **PRESIDENT**
 LARRY VIERHEILIG, **VICE PRESIDENT**
 MICHAEL WINN, **DIRECTOR**
 ED EBY, **DIRECTOR**
 BILL NELSON, **DIRECTOR**

PRINCIPAL STAFF

DON SPAGNOLO, **GENERAL MANAGER**
 LISA BOGNUDA, **ASSIST. ADMINISTRATOR**
 MERRIE WALLRAVIN, **SECRETARY/CLERK**
 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.

STUDY SESSION DRAFT MINUTES

**Friday, August 20, 2010
 10:00 A. M.**

OPEN SESSION

A. CALL TO ORDER AND FLAG SALUTE

President Harrison called the meeting to order at 10:00 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call all Board members were present.
 President Harrison requested Lisa Bognuda, NCSD Finance Director, to be present.

C. ADMINISTRATIVE ITEM

STUDY SESSION

Don Spagnolo, General Manager, introduced the item. The General Manager and Finance Director answered questions from the Board.

Celeste Whitlow, NCSD Water Conservationist, presented the 15 items. The Board discussed the items. The Staff answered questions from the Board. The Board took a straw vote for each item.

Dick Mobraaten, NCSD customer, asked when the public gets to comment on the 15 items.

ITEM # 1	Provide credits on customers' bills.	VOTE 4-1. No further discussion.
ITEM # 2	Solid-waste and recycling bins cleaning service.	VOTE 5-0. No further discussion.
ITEM # 3	Extra recycle bin(s) to customers: indoor recycle bin w/ recycling brochure, sticker, household hazardous waste flyer, and a letter from NCSD.	VOTE 3-2. Further discussion.
ITEM # 4	Recycling outreach coordinator to work in Nipomo to help businesses and apartments implement or improve their recycling program.	VOTE 3-2. No further discussion.
ITEM # 5	Paying for large objects at Spring/Fall Clean-up events.	VOTE 3-2. Further discussion.
ITEM # 6	Extended HH waste collection facility expanded hours.	VOTE 5-0. Further discussion.
ITEM # 7	Additional advertising of HHW facility.	VOTE 3-2. No further discussion.
ITEM # 8	NCSD mailing, post cards: Clean-up days, Xmas tree pick-up.	VOTE 4-1. Further discussion.
ITEM # 9	Trash and Recycling containers at "Miller Park".	VOTE 4-1. No further discussion.
ITEM # 10	Nipomo Creek Clean-Up Day.	VOTE 3-2. Further discussion.
ITEM # 11	Nipomo Mesa Chipping Event.	VOTE 5-0. Further discussion.
ITEM # 12	Grant program at Nipomo High School for community clean-up.	VOTE 5-0. No further discussion.
ITEM # 13	Installation of trash rack/bar screen at SWWTF.	VOTE 3-2. Further discussion.
ITEM # 14	Installation of trash rack/bar screen at Blacklake WWTF	VOTE 3-2. Further discussion.
ITEM # 15	Street sweeping.	VOTE 3-2. Further discussion.

The Board took a break from 10:55 to 11:05.

The Board further discussed the following items (see chart on page1):

Item 3 – The Board discussed the item. The item was not considered. There was no public comment.

Item 5 – The Board discussed the item.

The following members of the public spoke:

Dick Mobraaten, NCSD customer, questioned the size of a large item.

Jim Tefft, NCSD customer, stated that this would be very costly. He suggests setting a limit if this passes.

Ruth Brackett, NCSD customer, questioned why she has to pay for other people's trash to be disposed of and she stated that there should be a limit.

The Board directed Staff to investigate and determine the costs for the past 3 years, then forward the item to the Finance Committee.

Item 6 – The Board discussed the item. The Board directed Staff to do more investigation regarding the number of people using the services in a week and the volume of waste being dropped off. This item was forwarded to the Finance Committee. There was no public comment.

Item 8 – The Board discussed the item. Separate mailings will not be considered, however, bill inserts will be considered. The Board directed Staff to forward the item to the Finance Committee. There was no public comment.

Item 10 – The Board discussed the item. Mrs. Whitlow answered questions from the Board. The Board recommended sending this item to the Finance Committee. There was no public comment.

Item 11 – The Board discussed the item.

The following members of the public spoke:

Jim Tefft, NCSD customer, urged NCSD to do the administration portion only. He stated that in the past the community was confused about when and where the event would be held.

The Board directed Staff to research the number of people in the District that participate in this event and send to the Finance Committee.

Item 13 – The Board discussed the item. Mrs. Bognuda, answered questions from the Board. The Board directed Staff to send the item to the Finance Committee. There was no public comment.

Item 14 – The Board discussed the item. Mrs. Bognuda, answered questions from the Board. The Board directed Staff to send the item to the Finance Committee. There was no public comment.

Item 15 – The Board discussed the item.

The following members of the public spoke:

Dick Mobraaten, NCSD customer, stated that street sweeping is a waste of time.

Ruth Brackett, NCSD customer stated that there has been no street sweeping in her neighborhood for 5 years and that not everyone would benefit from this.

The Board directed Staff to research this item, and then send this item to the Finance Committee.

Item 16 – AMOUNT TO REMAIN IN SOLID WASTE FUND AS RESERVED

The Board discussed the item. The General Manager and Finance Director answered questions from the Board. The Board directed Staff to send item to the Finance Committee. There was no public comment.

ADJOURN

President Harrison adjourned the meeting at 12:45 p.m.

TO: BOARD OF DIRECTORS

FROM: DON SPAGNOLO
GENERAL MANAGER



DATE: SEPTEMBER 1, 2010

AGENDA ITEM D-3

SEPTEMBER 8, 2010

CONTRACT FOR CROSS-CONNECTION INSPECTION SERVICES

ITEM

Consider execution of Contract for Cross-Connection Inspection Services with San Luis Obispo County [RECOMMEND APPROVAL].

BACKGROUND

The County of San Luis Obispo currently provides cross-connection control services to the District. The County tests all new backflow assemblies installed in the District, maintains a list of all backflow devices in the District, and tracks the annual testing of backflow devices in the District. The District is required to report these activities to the California Department of Public Health on an annual basis.

The existing contract for these services expired several years ago. The County is requesting that all water purveyors in the County sign the attached agreement in order to continue to receive cross-connection control services from the County. District Legal Counsel has reviewed the agreement.

The agreement will require the District to include language in all future Intent-to-Serve letters and Will-Serve letters that violations of the cross-connection ordinances, resolutions, or policies may result in termination of water service to the extent allowed by law. Attached are the relevant sections of the District Code that address cross-connections.

FISCAL IMPACT

The County currently bills the District quarterly for cross-connection inspection services. The District budgets \$4000 annually in the Water Fund Operations Budget for these services. Staff does not anticipate any additional fiscal impact as a result of executing the contract.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the General Manager to execute the Contract for Cross-Connection Inspection Services with the County of San Luis Obispo.

ATTACHMENTS

- Contract for Cross-Connection Inspection Services
- District Code Section 3.04.070 – Backflow Prevention Devices and Special Facilities
- District Code Section 3.04.300 – Protection of Public Water Supply

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**CONTRACT
FOR
CROSS-CONNECTION INSPECTION SERVICES**

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and Nipomo Community Services District, a California special services district, ("Contractor").

WITNESSETH:

WHEREAS, Contractor, within its jurisdictional boundaries or area of responsibility, is in need of special services; to wit, cross-connection inspection services; and

WHEREAS, County has qualified staff who are trained, experienced, expert, and competent to provide cross-inspection services for the appropriate fees and the terms and conditions herein after set forth.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that County shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. **Services.** The parties agree to perform the services described in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. **Compensation.** The parties agree to the compensation described in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. **Duration.** The parties agree to the duration described in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. **General Conditions.** The parties agree to the general conditions described in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.
5. **Special Conditions.** The parties agree to the special conditions described in Exhibit E (if any), attached hereto and incorporated herein by reference as if set forth in full at this point. To the extent there are conflicts between the general conditions in Exhibit D and the special conditions in Exhibit E, the terms and conditions of the special conditions in Exhibit E shall be controlling.

6. **Notices.** Notices required in this contract shall be provided to:

COUNTY OF SAN LUIS OBISPO
Richard J. Lichtenfels, R.E.H.S., M.P.H.
Supervising Environmental Health Specialist
2156 Sierra Way
San Luis Obispo, CA 93406

NIPOMO COMMUNITY SERVICES DISTRICT
Don Spagnolo, P. E.
General Manager
PO Box 326
Nipomo, CA 93444

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

NIPOMO COMMUNITY SERVICES DISTRICT
A California special services district

By: _____ Date _____
Don Spagnolo

Title: General Manager

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN LUIS OBISPO)

On _____ before me, _____

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

My commission Expires: _____

COUNTY COUNSEL
Approved as to form and legal effect:

WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: _____
Chairperson of the Board of Supervisors

Date

Attest.

By: _____
JULIE RODEWALD
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

**CONTRACT
FOR
CROSS-CONNECTION INSPECTION SERVICES**

EXHIBIT A

SCOPE OF SERVICES

1. Contractor Obligation. The contractor shall perform the following duties:
 - A. Contractor will prepare, adopt, and furnish all appropriate ordinances, resolutions, or policies.
 - B. Contractor may include in any will-serve letters to water users a contractual obligation to comply with ordinances, resolutions, and policies pertaining to cross-connections. Notice shall be given in a will-serve letter that violations of the cross-connection ordinances, resolutions, or policies may result in a later termination of water service to the extent allowed by law.
 - C. Contractor may pursue appropriate enforcement, including, but not limited to contract remedies.

2. County Obligations. The County, acting through the Public Health Department, Environmental Health Division, shall perform the following duties within the Contractor's areas of responsibility.
 - A. Surveys. County will conduct a survey by performing a thorough inspection of all water uses for cross-connections. County will prioritize surveys of special hazard facilities. If corrections are necessary or if other need arises, County will conduct additional surveys as needed to confirm compliance, follow-up on corrections, or identify any newly created cross-connections.
 - B. Survey Reports and Follow-Up. County will prepare and maintain written survey reports, water user notices, correction notices, and follow-up reports.
 - (1) Water User Notices.
 - (a) County will provide a written survey report to a water user listing cross-connections found on the user's premises. County will notify the water user of corrective action required, if any, and the required compliance date.
 - (b) County will follow-up with the water user to confirm that corrective action was performed in a timely manner and compliance has been achieved or if non-compliance continues. County will inform the water user of further corrective action and required compliance dates as needed. County will re-inspect as needed until compliance is accomplished.

(2) Contractor Notices. County will provide a copy of the survey report and letter to the water user and to the Contractor. County will provide a copy of the follow-up letters(s) to the user confirming compliance or notifying the water user of further corrective action and compliance dates.

C. County Enforcement. County will perform the following enforcement measures:

(1) To the extent the County would normally prosecute San Luis Obispo County Code violations, County may prosecute violations of any County ordinances related to cross-connections.

(2) County will also cite any State laws, non-County ordinances, Contractor resolutions, or policies in a correction letter to a water user.

(3) Contractor may pursue enforcement as appropriate. In the event of litigation in any tribunal with the power to issue subpoenas, and provided a subpoena is issued for a County employee with the appropriate fees tendered as per Government Code, section 68096.1, County employees, if still in County service, shall appear and testify as a witness regarding cross-connections. County employees may be interviewed or deposed to prepare for litigation.

D. Backflow Prevention Devices.

(1) County will determine the necessity of backflow prevention devices at the water service connection for the protection of the water main where internal protection does not solve the total cross-connection problem.

(2) County will maintain a list of known backflow devices and the known location of the devices in service in the Contractor's service area.

(3) County will provide a diagram for the proper installation of approved backflow prevention devices. If a manufacturer's installation instructions, diagrams, or both are available, providing the manufacturer's material shall satisfy this obligation.

E. Plan Checks. County will perform plan checks of water usage when requested by the water purveyor/district when necessary to supplement Building Department plan reviews.

F. Testing. Testing of backflow devices is required as per California Code of Regulation, Title 17, as hereafter amended. At present, testing is required annually.

(1) County will notify the water user when testing is due.

(2) County will supply a list of qualified backflow prevention device testers.

- (3) County will follow-up delinquent reporting of test results.
- (4) County will up-date records when testing reports are received.
- (5) County will evaluate testing results for inadequacies.

G. Technical Consultations. County will provide technical consultation with Contractor. At present, the County normally coordinates cross-connection control program elements with other water purveyors, districts, and users. To the extent this service continues in the future, County will continue to coordinate cross-connections with other jurisdictions or responsible purveyors or water users and will share information that is not restricted due to confidentiality. Contractor will also provide reciprocal technical consultants and non-confidential information with County.

**CONTRACT
FOR
CROSS-CONNECTION INSPECTION SERVICES**

EXHIBIT B

COMPENSATION

1. Time and Costs. This is a time and costs contract. The cross-connection inspection services shall be charged hourly. Additional costs shall include, but not be limited to, "out-of-pocket" costs.

A. Hourly Rate. The hourly rate shall include compensation for the County's inspector staff, departmental overhead, clerical support, and office supplies. The hourly rate as of February 01, 2010 is \$80.00 per hour.

(1) The San Luis Obispo County Board of Supervisors establishes, amends, and modifies the hourly rates at least annually and at other times as necessary. The rate establishment and amendments are "events of independent significance" and are subject to public review and part of the public record. These rates are specific, identifiable, and enforceable.

(2) There is public notice of the Board's proposed action and action to amend the rates through the process of the Board's regularly scheduled meetings. Therefore, the rates will change by the public, unilateral action of the Board of Supervisors without further agreement or action by Contractor.

(3) The duly adopted current rates and subsequent amendments to the rates shall be binding in this contract without additional written amendments to this contract. Upon the effective date of the rate change, all services provided on or after that date shall be charged at the new rates.

B. Costs. Additional costs shall be itemized. Additional costs shall include, but not be limited to, out-of-pocket expenses.

C. Administrative Costs. Charges to water purveyors are based on the number of their service connections which compensates the County of San Luis Obispo for time used that benefits the Cross Connection Program but cannot be attributed to an individual water purveyor.

2. Billing. County shall submit an itemized statement to Contractor on or before the 15th day of every other month for all services rendered during the previous two calendar months. Contractor shall remit to the County of San Luis Obispo all uncontested amounts listed on the itemized statement not later than thirty (30) days after it is received by the Contractor.

**CONTRACT
FOR
CROSS-CONNECTION INSPECTION SERVICES**

EXHIBIT C

DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.

2. Service Date. Services shall commence on or after the effective date and shall end upon the duration date.

3. Duration Date. This contract shall terminate on June 30, 2015. This contract may be terminated prior to the duration date in accordance with the termination provisions in Exhibit D.

4. Termination. The San Luis Obispo County Board of Supervisors specifically delegates to the Director of the San Luis Obispo County Public Health Department the authority to terminate this contract as per the provisions in Exhibit D without further need for action, approval, or ratification by the Board of Supervisors. The Director shall consult with County Counsel prior to termination.

**CONTRACT
FOR
CROSS-CONNECTION INSPECTION SERVICES**

EXHIBIT D

GENERAL CONDITIONS

1. Termination for Convenience. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination.

2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.

A. Either party fails to perform its duties in a timely and professional manner.

B. Funds intended for use as compensation in this contract become unavailable for use for the purposes of this contract.

3. Status of the Parties' Officers / Employees / Agents. Neither party's officers, employees, agents, partners, other contractors, nor subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission, or any other benefits which inure to, or accrue to, a County civil service employee. County's employees shall not have those rights in Contractor's benefits and programs. The only performance and rights due the other party are those specifically stated in this contract.

4. Warranty of Professional Service. Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified, and licensed under the laws and regulations of the State of California to provide the special services herein described. If for any reason staff members are required to provide professional services and all reasonably available staff are not qualified, this contract is automatically canceled effective the same date.

5. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon Contractor in accordance with its terms.

6. No Assignment of Contract. Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation, or subletting without the other party's prior written consent shall be null and void.

7. Applicable Law and Venue. This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation, and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

8. Severability. The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

9. Entire Agreement and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments, or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

**CONTRACT
FOR
CROSS-CONNECTION INSPECTION SERVICES**

EXHIBIT E

SPECIAL CONDITIONS

1. Records Retention. The records required by this contract shall be retained for a minimum period of:

A Three (3) years in accordance with California Code of Regulations, Title 17, section 7605(f), as hereafter amended.

B. All surveys, notices, and all correspondence with a water user, County or Contractor shall be maintained for a minimum of five (5) years after compliance has been certified by the County or the longest statutory period cited above, whichever is longer. After five (5) years, the records may continue to be maintained in hardcopy, microfiche, or electronic form, if needed, at the sole option of the County.

| 3.04.070 - Backflow prevention devices and special facilities.

A.

Where conditions, as set forth in Section 3.04.300, require a backflow prevention device, such as double-check valve or a pressure-reducing valve and installation shall be by the customer. The district shall be notified of the installation, which will be inspected before being placed in service.

B.

Pressure Regulators and Special Facilities. Where the conditions of service are such that a pressure regulator, backflow devices or other special facility, including but not limited to booster pumps, are required, the customer shall provide, install and maintain the necessary equipment.

(Ord. 98-87 § 13, 1998; Ord. 78-27 § 4(C(1), (2)), 1978)

3.04.300 - Protection of public water supply.

In making plumbing connections, the customer is required to comply with the regulations of the California State Department of Public Health and the United States Public Health Service. Such regulations prohibit: (1) unprotected cross-connections between a public water supply and any unapproved source of water, and (2) unprotected water service connections to premises where there is a possibility of contaminated water backflowing into the public water system.

Accordingly, the district requires the installation of approved double-check valves or other protective devices by and at the expense of the customer before granting or continuing service under such conditions as the following:

- A. Where another source of water is in use or is available for use unless the alternate supply has been certified for domestic use by the county health department or the State Department of Public Health;
- B. Where contaminated liquid or soluble substances of any kind are used, produced or processed;
- C. Services to agricultural land where the customer utilizes his irrigation system for the application of fertilizers or other chemicals to the land through injection of such substances into the water system. All agricultural services shall be considered potentially dangerous cross connections unless and until the customer executes a certificate in a form prescribed by the district certifying that objectionable chemicals are not injected into his water system and agreeing to notify the district in advance of his intention to commence such practice and to arrange for the installation of an approved backflow prevention device before performing such injection. In special cases, the district may require the customer to eliminate certain plumbing or piping connections as an additional precaution to prevent backflow. Double-check valve or pressure reducing valve installations and other protective devices may be inspected and tested for water tightness by the district. Service to any premises may be immediately discontinued if it is found that dangerous unprotected cross-connections exist or if any defect is found in the check valve installation or other protective devices. Services shall not be restored until such defects are corrected.

As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by him at his expense when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

The regulations of the California State Department of Public Health also requires that the owner of any premises on or for which check valves or other protective devices are installed shall inspect these devices for water rightness and reliability at least once per year. All defective devices shall be serviced, overhauled or replaced at the customer's expense. A written report on this annual inspection shall be made available to the district.

(Ord. 78-27 § 17, 1978)