

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

DATE: FEBRUARY 21, 2013

AGENDA ITEM

D

FEBRUARY 27, 2013

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 removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

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

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE FEBRUARY 13, 2013 REGULAR BOARD MEETING MINUTES:
[RECOMMEND APPROVAL]
- D-3) APPROVE BOARD BY-LAWS AND POLICES [RECOMMEND ADOPT
RESOLUTION APPROVING 2013 UPDATE OF BY-LAWS AND POLICES]

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN *MSL*
 GENERAL MANAGER
 DATE: FEBRUARY 22, 2013

**AGENDA ITEM
 D-1
 FEBRUARY 27, 2013**

**TOTAL COMPUTER CHECKS
 \$189,091.80**

HAND WRITTEN CHECKS

02-13-13 10112 SLO CSDA CHAPTER
 02-27-13 10113 THOMAS JANOCKO
 02-27-13 10114 JESUS NOVOA
 02-27-13 10115 THOMAS LOCOCO
 02-27-13 10116 SYLVIA GOMEZ FLORES
 VOIDS - 21580

ANNUAL MEETING \$270.00
 WASHER REBATE \$75.00
 WASHER REBATE \$75.00
 WASHER REBATE \$75.00
 WASHER REBATE \$75.00

COMPUTER GENERATED CHECKS

21592	02/15/13	EMP01	EMPLOYMENT DEVELOP DEPT	1276.30	.00	1276.30	B30211	STATE INCOME TAX
21593	02/15/13	MID01	RABOBANK-PAYROLL TAX DEPO	3712.92	.00	3712.92	B30211	FEDERAL INCOME TAX
				62.00	.00	62.00	1B30211	FICA
				952.98	.00	952.98	2B30211	MEDICARE (FICA)
			Check Total.....:	4727.90	.00	4727.90		
21594	02/15/13	MID02	RABOBANK-DIRECT DEPOSIT	24594.46	.00	24594.46	B30211	NET PAY
21595	02/15/13	PER01	PERS RETIREMENT	8750.09	.00	8750.09	B30211	PERS PAYROLL REMITTANCE
21596	02/15/13	STA01	CALPERS 457 DEFERRED COMP	2205.00	.00	2205.00	B30211	457 DEFERRED COMP
021597	02/27/13	AEC01	AECOM USA INC	25663.50	.00	25663.50	37313605	SOUTHLAND WWTF UPGRADE
021598	02/27/13	AME03	AMERI PRIDE	137.81	.00	137.81	820122	UNIFORMS
				127.66	.00	127.66	824823	UNIFORMS
			Check Total.....:	265.47	.00	265.47		
021599	02/27/13	ATT02	AT&T	186.68	.00	186.68	4088278	TELEPHONE
021600	02/27/13	BOG01	BOGNUDA, LISA	40.00	.00	40.00	B30221	REIMBURSEMENT-NOTARY EXAM
021601	02/27/13	BRE02	BRENNTAG PACIFIC INC.	487.28	.00	487.28	BPI275873	SODIUM HYPOCHLORITE
				650.03	.00	650.03	BPI275874	SODIUM HYPOCHLORITE
				1714.42	.00	1714.42	BPI275875	CITRIC ACID
			Check Total.....:	2851.73	.00	2851.73		
021602	02/27/13	BRE03	BREWER, REED	70.00	.00	70.00	B30221	REIMBURSEMENT-D1 RENEWAL
				120.00	.00	120.00	B30221B	REIMBURSEMENT-WORK BOOTS
			Check Total.....:	190.00	.00	190.00		
021603	02/27/13	CAL08	CALIFORNIA RURAL WATER A	250.00	.00	250.00	B30221	MALDONADO-GRADE 1 CERTFIC
021604	02/27/13	CAL14	CALIFORNA WATER	75.00	.00	75.00	B30221	RODRIGUEZ-GRADE 1 RENEWAL
021605	02/27/13	CLE06	CNS SLO INC	2092.00	.00	2092.00	15970	COMPUTER SUPPORT
021606	02/27/13	COR04	CORIX WATER PRODUCTS (US)	122.00	.00	122.00	721319893	6 JCM 101 REP CLP
021607	02/27/13	CUS01	CUSTOM PRINTING	1866.79	.00	1866.79	122196	UTILITY BILLING FORMS
021608	02/27/13	FGL01	FGL ENVIRONMENTAL	507.64	.00	507.64	380143A	LAB TESTS
021609	02/27/13	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	58339	LANDSCAPE MAINTENANCE
021610	02/27/13	LEB02	LeBRUN, MICHAEL	65.00	.00	65.00	FEB 2013	CELL PHONE-REIMBURSEMENT
021611	02/27/13	LEE02	LEE CENTRAL COAST NEWSPAP	353.50	.00	353.50	B30222	PUBLIC NOTICE-SWP PH 1 BI
				523.74	.00	523.74	B30222B	PUBLIC NOTICE-SWP PH 1 BI
				365.75	.00	365.75	B30222C	PUBLIC NOTICE-SWP PH 1 BI
			Check Total.....:	1242.99	.00	1242.99		
021612	02/27/13	LIN02	LINC DELIVERY	264.00	.00	264.00	3533	DELIVERY
021613	02/27/13	MAC01	MACH SECURITY SOLUTIONS	2650.50	.00	2650.50	5865	CYBERKEYS AND UPGRADE
021614	02/27/13	MNS01	MNS ENGINEERS INC	8595.00	.00	8595.00	62987	NIPOMO WATERLINE INTERTIE
				54664.60	.00	54664.60	62988	SOUTHLAND WWTP UPGRADE CM
			Check Total.....:	63259.60	.00	63259.60		
021615	02/27/13	MOR02	MORE OFFICE SOLUTIONS	75.95	.00	75.95	385178	B&W AND COLORED COPIES
021616	02/27/13	NEX01	NEXTEL COMMUNICATIONS	538.73	.00	538.73	FEB 2013	CELLULAR SERVICES

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN
 GENERAL MANAGER
 DATE: FEBRUARY 22, 2013

AGENDA ITEM
D-1
FEBRUARY 27, 2013
PAGE TWO

021617	02/27/13	NEX03	NEXTRAQ	308.50	.00	308.50	MAR 2013	GPS SERVICES
021618	02/27/13	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	96325	PEST CONTROL
				75.00	.00	75.00	96327	RODENT CONTROL
			Check Total.....:	340.00	.00	340.00		
021619	02/27/13	POO01	POOR RICHARD'S PRESS	58.29	.00	58.29	250831A	MAIL LATE NOTICES
				219.53	.00	219.53	250831B	POSTAGE-LATE NOTICES
				178.97	.00	178.97	250863A	MAIL BILLS
				703.63	.00	703.63	250863B	POSTAGE BILLS
			Check Total.....:	1160.42	.00	1160.42		
021620	02/27/13	ROD01	RODRIGUEZ, RIGOBERTO	83.54	.00	83.54	B30221	MILEAGE REIMBURSEMENT-HAC
021621	02/27/13	SEC02	SECURITY METRICS	749.59	.00	749.59	459334	CREDIT CARD COMPLIANCE RE
021622	02/27/13	SHI01	SHIPSEY & SEITZ, INC	6699.20	.00	6699.20	JAN 2013	LEGAL SERVICES
021623	02/27/13	STA03	STATEWIDE SAFETY & SIGNS	211.88	.00	211.88	4743/3	BARRICADE/LIGHT 6 VOLT/LA
				55.47	.00	55.47	4771/3	PLASTIC TYPE 2 BARRICADE
			Check Total.....:	267.35	.00	267.35		
021624	02/27/13	TES01	TESCO CONTROLS, INC.	19225.20	.00	19225.20	50822-IN	SCADA SYSTEM UPGRADE
021625	02/27/13	THE05	THE CAPRICORN GROUP	189.93	.00	189.93	9095	GLASS MICROFIBER FILTERS
021626	02/27/13	TIT01	TITAN INDUSTRIAL & SAFETY	339.13	.00	339.13	1052978	CALIBRATION GAS FOR ISC 4
021627	02/27/13	TRI03	THE TRIBUNE	518.50	.00	518.50	7010459	PUBLIC NOTICE-BLACKLAKE W
021628	02/27/13	USA01	USA BLUEBOOK	570.46	.00	570.46	876404	INDEX PLATE/LR ARSENIC TE
021629	02/27/13	WAC01	E.H. WACHS	297.05	.00	297.05	INV081981	CANNISTER/FILTER/JACK/SWI
021630	02/27/13	WAG01	WAGNER & BONSIGNORE	7325.57	.00	7325.57	02-13-1	GROUNDWATER LITIGATION
				1248.91	.00	1248.91	02-13-2	GENERAL CONSULTATION
			Check Total.....:	8574.48	.00	8574.48		
021631	02/27/13	WAL01	WALLACE GROUP	5247.05	.00	5247.05	34570	NIPOMO CSD SSMP AUDIT
021632	02/27/13	WSC01	WSC	141.75	.00	141.75	586	CUWCC SUPPORT SERVICES
021633	02/27/13	\G012	NIPOMO HOMES HOA,	404.32	.00	404.32	000B30301	MQ CUSTOMER REFUND FOR GE

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

D2

REGULAR MINUTES

FEBRUARY 13, 2013, AT 9:00 A.M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
DAN GADDIS, DIRECTOR
BOB BLAIR, DIRECTOR
CRAIG ARMSTRONG, DIRECTOR

PRINCIPAL STAFF

MICHAEL S. LEBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT 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 February 13, 2013, to order at 9:00 a.m. and led the flag salute.

00:00:36

B. ROLL CALL AND PUBLIC COMMENT FOR ITEMS NOT ON AGENDA

At Roll Call, all Board members were present.

00:01:51

C. PRESENTATIONS AND PUBLIC COMMENT

C-1) REPORT ON JANUARY 23, 2013 REGULAR MEETING CLOSED SESSION Announcement of actions, if any, taken in Closed Session

Mike Seitz, District Deputy Legal Counsel, announced that the Board heard a report from the General Manager for Item One (Conference with District Legal Counsel re: pending litigation pursuant to GC §54956.9 SMVWCD VS. NCSD) in closed session, but took no reportable action.

The Board heard and update from Legal Counsel for Item Two (Conference with District Legal Counsel re: pending litigation pursuant to GC §54956.9, Whitlow/NCSD) in closed session, but took no reportable action.

The Board heard an update from Legal Counsel for Item Three (Conference with Legal Counsel pursuant to GC §54956.9, Anticipated litigation) in closed session, but took no reportable action.

The Board heard an update from Legal Counsel and provided direction for staff for Item 4 (Conference with Legal Counsel re: pending litigation pursuant to GC Section 54956.9; NCSD vs. County SLO, ET AL) in closed session, but there was no reportable action.

C-2) SUPPLEMENTAL WATER ALTERNATIVES REVIEW COMMITTEE PROGRESS UPDATE AND PRELIMINARY REPORT OF FINDINGS Receive Update from Citizen's Committee

Sam Saltoun, SWAEC voting member and spokesperson, handed out draft worksheets (See Exhibit A) and gave an update on the SWAEC recent activities. Michael LeBrun, General Manager, and Mr. Saltoun answered questions from the Board. The Board thanked Mr. Saltoun for his report.

Nipomo Community Services District
REGULAR MEETING
MINUTES

Item C-2 Continued

The following members of the public spoke:

Bill Petrick, NCSD customer, commented on the SWAEC's scoring matrix and rating categories.

Kenneth Gilder, NCSD customer, questioned the community wells.

Director Harrison commented on Mr. Gilder's question.

Erik Benham, commented on Maria Vista Estates and Supplemental Water.

Mike Winn, NCSD customer, commented on past Maria Vista litigation and the costs and quality of an alternative source for Supplemental Water.

- C-3) DISTRICT ENGINEER PETER SEVCIK
Receive Update Report regarding recent activities.

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Mr. Sevcik answered questions from the Board. The Board thanked Mr. Sevcik for his report.

- C-4) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.
Receive Announcements and Reports from Directors

Director Gaddis

- ◇ February 25, South County Advisory Council will meet at NCSD at 6:30 p.m.
- ◇ March 4, Application deadline for SCAC elections.
- ◇ March 18, SCAC Town Hall Meeting at NCSD from 5:00 to 8:00 p.m.

Director Vierheilig

- ◇ February 6, Attended the Water Resources Advisory Committee meeting.
- ◇ February 12, Attended the Blacklake Management Association meeting on the Blacklake Wastewater Treatment Facility Master Plan.
- ◇ February 14, Nipomo Chamber of Commerce mixer at Shabby Chic from 5:00 to 7:00 p.m.
- ◇ March 6, WRAC will meet at 12:30 p.m. at the San Luis Obispo Library.

00:24:30

- C-5) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE and FILE PRESENTATIONS AND REPORTS

There was no public comment.

Upon the motion of Director Vierheilig and seconded by Director Armstrong, the Board unanimously approved to receive and file the presentations and reports as submitted. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Armstrong, Blair, Gaddis, and Harrison	None	None

00:47:52

D. CONSENT AGENDA

D-1) WARRANTS

D-2) APPROVE JANUARY 23, 2013 REGULAR BOARD MEETING MINUTES

D-3) SECOND QUARTER FINANCIAL REPORT

D-4) AWARD THREE YEAR AUDITING SERVICE CONTRACT TO THE CROSBY COMPANY IN AMOUNT OF \$7,800 PER YEAR

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Lisa Bognuda, Finance Director, Peter Sevcik, District Engineer, and Mr. LeBrun answered questions from the Board.

The following member of the public spoke:

Erik Benham, Trincon Inc., commented on Maria Vista Estates and stated that Trincon Inc. formally requested proper notice of an agenda item but did not receive it.

Mike Seitz, Deputy District Legal Counsel, stated that he reviewed the audio recording and minutes from January 23, 2013, Regular Board meeting, and the minutes and the recording do not reflect any such request.

Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board unanimously approved the Consent Agenda as submitted.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Blair, Gaddis, and Harrison	None	None

E. ADMINISTRATIVE ITEMS

00:59:37

E-1) CONDUCT PROTEST HEARING, DETERMINE PROTEST STATUS, AND IF THERE IS NOT A MAJORITY PROTEST CONSIDER ADOPT A RESOLUTION INCREASING DISTRICT SOLID WASTE FEES

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mike Seitz, Deputy District Legal Counsel and Mr. LeBrun answered questions from the Board.

President Harrison opened the public hearing.

The following member of the public spoke:

Jeanne Taylor, NCSD customer, spoke in opposition of the proposed rate increase.

President Harrison closed the public hearing.

Michael LeBrun, General Manager, announced that 23 written protests were received and that a majority protest did not exist.

Nipomo Community Services District
REGULAR MEETING
MINUTES

Item E-1 (Continued)

Upon the motion of Director Vierheilig and seconded by Director Armstrong, the Board adopted Resolution 2013-1288, A Resolution determining sufficiency of written protests related to fees and charges for solid waste collection within the Nipomo Community Services District, and approved increase in solid waste rates.

Vote 4-1.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Armstrong, Gaddis, and Harrison	Director Blair	None

RESOLUTION NO. 2013-1288

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
DETERMINING SUFFICIENCY OF WRITTEN PROTESTS
RELATED TO FEES AND CHARGES FOR SOLID WASTE
COLLECTION WITHIN THE NIPOMO COMMUNITY SERVICES DISTRICT

The Board took a break from 10:10 to 10:20 a.m.

01:10:59

E-2) CONSIDER SUPPLEMENTAL WATER PROJECT PHASE 1 FINANCING PLAN

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mike Seitz, Deputy District Legal Counsel, and Mr. LeBrun answered questions from the Board.

The following members of the public spoke:

John Snyder, Nipomo resident, spoke against the proposed funding plan.

Bill Petrick, NCSD customer, spoke against the proposed funding plan.

Greg Nester, NCSD customer, spoke in support of the proposed funding plan.

Mike Winn, NCSD customer, spoke in support of the proposed funding plan.

Jeanne Taylor, NCSD customer, spoke on the solid waste increase.

Bill Kengle, NCSD customer, spoke in support of the proposed funding plan.

Pavvo Orgen, San Luis Obispo County Public Works Director, stated the facts of the District receiving the \$2.2 million dollar grant.

Erik Benham, Trincon Inc., commented on Maria Vista Estates and handed the board documents (See Exhibit "B").

Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board approved the proposed funding plan for Supplemental Water Project Phase 1 as submitted.

Vote 4-1.

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Gaddis, and Harrison	Director Blair	None

01:47:46

E-3) SUPPLEMENTAL WATER PROJECT PHASE 1 AUTHORIZATION TO BID

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.

The following members of the public spoke:

Ed Eby, NCSD customer, spoke in support of soliciting bids for the Supplemental Water Project Phase I.

Greg Nester, NCSD customer, spoke in support of soliciting bids for the Supplemental Water Project Phase I.

Bill Kengle, NCSD customer, questioned when the SWAEC will update the Board.

Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board adopted Resolution 2013-1289, a Resolution authorizing staff to solicit bids for Supplemental Water Project Phase 1.

Vote 4-1.

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Gaddis, and Harrison	Director Blair	None

RESOLUTION NO. 2013-1289

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AUTHORIZING STAFF TO SOLICIT BIDS FOR SUPPLEMENTAL
WATER PROJECT PHASE I

The Board considered Item E-7 next.

E-7) CONSIDER RESCINDING DISTRICT POLICY WHICH SUSPENDS PROCESSING OF APPLICATIONS FOR NEW WATER SERVICE

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mike Seitz, District Deputy Legal Counsel, and Mr. LeBrun answered questions from the Board.

The following members of the public spoke:

Mike Winn, NCSD customer, spoke in opposition of lifting the water moratorium.

Ed Eby, NCSD customer, spoke in opposition of lifting the water moratorium.

Greg Nester, NCSD customer, spoke in support of lifting the water moratorium.

Jeanne Taylor, NCSD customer, spoke on the water moratorium.

Bill Kengle, NCSD customer, spoke in support of lifting the water moratorium.

Valerie Williams, NCSD customer, read aloud a letter in support of lifting the water moratorium.

01:50:26

Item E-7 (Continued)

*Upon the motion of Director Blair and seconded by Director Armstrong, the Board directed staff to draft a revised District policy to lift the suspension on the processing of applications for new water service and bring it back to the Board at the next regular Board meeting.
 Vote 3-2.*

YES VOTES	NO VOTES	ABSENT
Directors Blair, Armstrong, and Harrison	Directors Vierheilig and Gaddis	None

02:01:02

E-4) AUTHORIZE AGREEMENTS WITH FULBRIGHT & JAWORSKI LLP AND C.M. DE CRINIS & CO., INC. FOR BOND AND DISCLOSURE COUNSEL AND FINANCIAL ADVISORY SERVICES DIRECT STAFF TO PROCEED WITH CERTIFICATES OF PARTICIPATION ISSUE

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.

There was no public comment.

*Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board unanimously authorized staff to execute agreements for Bond and Disclosure Counsel and Financial Advisory Services with Fulbright & Jaworski L.L.P. and C.M. deCrisis & Co., Inc.; and directed staff to proceed with issuing new COPs to both refinance 2003 COPs and generate new funds to support the Supplemental Water Project Phase I financing plan.
 Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Blair, Gaddis, and Harrison	None	None

The Board took a break from 11:30 to 11:40 a.m.

E-5) APPROVE CHANGES TO DISTRICT ORGANIZATION STRUCTURE, APPROVE REVISED AND NEW JOB DESCRIPTIONS AND SALARY RANGES, AUTHORIZE RECRUITMENT OF WASTEWATER SUPERVISOR POSITION

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.

There was no public comment.

02:23:47

Item E-5 (Continued)

Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board unanimously approved the organizational change, approved salary range changes, adopted Resolutions approving changes to job descriptions, and authorized staff to recruit a Wastewater Supervisor.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Blair, Gaddis, and Harrison	None	None

RESOLUTION NO. 2013-1290

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AMENDING THE DISTRICT PERSONNEL POLICY TO INCORPORATE A DIRECTOR OF ENGINEERING AND OPERATIONS JOB DESCRIPTION

RESOLUTION NO. 2013-1291

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AMENDING THE DISTRICT PERSONNEL POLICY TO REPLACE THE UTILITIES FIELD SUPERVISOR JOB DESCRIPTION WITH AN UPDATED WASTEWATER SUPERVISOR JOB DESCRIPTION

RESOLUTION NO. 2013-1292

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AMENDING THE DISTRICT PERSONNEL POLICY TO REPLACE THE PREVENTIVE MAINTENANCE SUPERVISOR JOB DESCRIPTION WITH AN UPDATED WATER SUPERVISOR JOB DESCRIPTION

I. CLOSED SESSION ANNOUNCEMENTS

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 RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9, WHITLOW/NCSD (CASE # E20112E1116-00-APS FILED WITH THE DEPARTMENT OF FAIR HOUSING AND EMPLOYMENT)
3. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVT. CODE §54956.9(b):
Anticipated litigation - 1 case
4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9; NCSD VS. COUNTY SLO, ET AL. (CASE #CV090010)
5. CONFERENCE WITH LEGAL COUNSEL RE: LIABILITY CLAIM PURSUANT TO GC SECTION 54956.95; ROBERT VERBREE CLAIM AGAINST NCSD

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

02:39:50

K. ADJOURN TO CLOSED SESSION

President Harrison adjourned to closed session at 12:00 p.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:05 p.m.

Mike Seitz, District Deputy Legal Counsel, announced that the Board discussed Item One listed above for closed session and authorized staff to engage Todd Amspoker to assist the District in regards to potential eminent domain actions associated with the case.

The Board discussed Item Two listed above for closed session, but took no reportable action.

The Board discussed Item Three listed above for closed session, but took no reportable action.

The Board discussed Item Four listed above for closed session, but took no reportable action.

The Board discussed Item Five listed above for closed session and announced a settlement in the case in the amount of \$14,543.62.

02:42:42

E-6) REVIEW BOARD BY-LAWS AND POLICES AND PROPOSE EDITS FOR CONSIDERATION

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mike Seitz, Deputy District Legal Counsel, and Mr. LeBrun answered questions from the Board.

There was no public comment.

Upon the motion of Director Armstrong and seconded by Director Blair, the Board unanimously approved proposed edits to sections 2.8, 2.9, 12.1, and 12.2 and directed staff to place this item on the consent calendar for February 27, 2013, Regular Board meeting adoption.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
<i>Directors Armstrong, Blair, Vierheilig, Gaddis, and Harrison</i>	<i>None</i>	<i>None</i>

02:53:36

F. GENERAL MANAGER'S REPORT

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board. There was no public comment.

Nipomo Community Services District
REGULAR MEETING
MINUTES

03:08:01

G. COMMITTEE REPORT

- a. Supplemental Water Alternatives Evaluation Committee
 - i. January 14, 2013
 - ii. January 25, 2013
- b. Finance and Audit Committee
 - i. January 17, 2013
 - ii. January 31, 2013
- c. Personnel Committee
 - i. January 31, 2013
 - ii. February 7, 2013

The reports were as presented. There was no public comment.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Vierheilig

- ◇ Requested staff to put on a future agenda the use of solid waste franchise fees.

ADJOURN

President Harrison adjourned the meeting at 1:45 p.m.

MEETING SUMMARY	HOURS
Regular Meeting	3.45
Closed Session	1.00
TOTAL HOURS	4.45

FEBRUARY 13, 2013

REGULAR BOARD MEETING MINUTES

EXHIBIT "A"

WORKING DRAFT - SUPPLEMENTAL WATER ALTERNATIVES EVALUATION COMMITTEE RANKING MATRIX - WORKING DRAFT

DATE: 2/4/2013

SHOW RANKINGS

MAJOR ALTERNATIVES	VARIATIONS	CRITERIA																			FINAL SCORE	RANK	
		SUPPLY POTENTIAL			COST CONSIDERATIONS		COURT COMPLIANCE			CRITICAL MILESTONES FOR DELIVERY			RELIABILITY	PHASING	QUALITY		FEASIBILITY	SUSTAINABILITY	PUBLIC SUPPORT	RAW SCORES			
		1,000 AFY	3,000 AFY	8,200 AFY	CAPITAL	O&M	Method	Quantity	Source	1,000 BY 2015	3,000 BY 2020	8,200 (Future)			Raw	Finished							
																					0.0%		
SW State Water Project	01A-SW Acquire Unused Table A Allocation from SLOFCWCD	10	10	10	1	7	1	10	10	1	1	1	2	10	10	10	1	10	1	106			
	01B-SW Acquire Excess Table A Allocation identified by CCWA & SLOFCWCD	10	10	1	2	7	1	10	10	1	5	1	2	10	10	10	2	10	1	103			
	02-SW Purchase Unused Table A Allocation from SWP Participants & Buy into CCWA Pipeline	10	3	1	8	1	1	1	10	10	1	1	2	1	10	10	3	10	1	84			
	03-SW Reallocate Desal Plant to SB T Exchange for SWP Supplies - NOT FEASIBLE PER CITY OF LOS ANGELES	10	10	1	8	1	1	1	10	10	10	10	1	5	10	1	10	2	6	1	107		
C Demand Management / Conservation /	04-C Conservation Programs (Current and Future)	1	1	1	10	10	1	1	10	1	1	1	10	1	10	10	10	10	10	99			
AIR Agricultural and Industrial Reuse	05-AIR Agricultural Tailwater Reuse	3	1	1	1	1	1	1	1	1	1	1	5	1	1	10	3	10	5	48			
	07-AIR Phillips 66 Refinery Process Water Reuse	1	1	1	4	8	1	1	10	1	1	1	8	1	5	10	8	10	10	82			
	08-AIR Phillips 66 Refinery Thermal Waste Recapture - NOT FEASIBLE PER PIA																						
	09-AIR PXP Arroyo Grande Production Wastewater Reuse	9	1	1	5	3	1	1	10	10	1	1	10	1	10	10	7	5	3	89			
SM Regional Wwertine Interline Projects	10A-SM Santa Maria Interline - Phase 1	10	10	10	8	8	10	10	10	10	10	5	8	8	8	7	10	5	5	154			
	10B-SM Santa Maria Interline (Full)	10	10	10	8	8	10	10	10	10	10	5	8	8	8	7	10	5	5	154			
	10C OCSB Interline	5	2	1	4	7	1	1	10	1	1	1	5	3	9	7	5	4	4	71			
RWW Recycled Water Supplies	11-RWW Acquire Supply from South SLO County Sanitary District	10	7	1	7	7	6	7	5	2	5	1	10	8	5	9	7	8	8	110			
	12-RWW Acquire Supply from Pismo Beach	10	5	1	7	7	6	3	5	2	4	1	10	5	5	9	7	8	8	103			
LG Local Groundwater	13-LG Local Shallow Aquifer	10	10	10	10	10	1	10	1	10	10	10	5	3	7	5	5	5	8	130			
	14-LG Dena Wells	1	1	1	1	1	1	1	1	1	1	1	3	1	5	5	9	5	8	47			
	15-LG Riverside Wells - NOT FEASIBLE PER LEGAL OPINION																						
SFW Surface Water	16-SFW Ciso Flaco Lake	1	1	1	2	2	1	3	1	1	1	1	3	2	1	9	1	3	3	37			
	17-SFW Santa Maria River - NOT FEASIBLE PER LEGAL OPINION																						
SEA Seawater / Brackish / Other Desalination Options	18A-SEA Seawater Desalination - P86 Outfall	10	10	10	2	9	1	10	10	1	1	10	10	10	1	10	3	9	5	122			
	18B-SEA Seawater Desalination - New Outfall	10	10	10	2	9	1	10	10	1	1	10	10	10	1	10	3	9	5	122			
	19C-SEA Brackish Water Desalination	10	10	10	2	9	1	10	10	1	1	10	10	10	3	10	3	9	5	124			
	20A-SEA Solar Distillation - Inland (Pilot Project Required)	10	10	10	1	10	1	10	10	1	1	10	10	9	3	10	3	10	6	125			
	20B-SEA Solar Distillation - Coastal (Pilot Project Required)	10	10	10	3	10	1	10	10	1	1	10	10	9	3	10	2	10	8	128			

SWAEC SCORING RUBRIC

2/13/2013

SCORING CATEGORIES	POINT ASSIGNMENT		
	1-3	4-7	8-10
Supply Potential: 1000 AFY	Alternative can deliver up to 350 AFY	Alternative can deliver 350 to 750 AFY	Alternative can deliver 750 to 1000 AFY
Supply Potential: 3000 AFY	Alternative can deliver up to 1050 AFY	Alternative can deliver 1050 to 2250 AFY	Alternative can deliver 2250 to 3000 AFY
Supply Potential: 6200 AFY	Alternative can deliver up to 2170 AFY	Alternative can deliver 2170 to 4650 AFY	Alternative can deliver 4650 to 6200 AFY
Cost Considerations: Capital	Three alternatives with the highest capital costs (most expensive capital costs) to deliver 3000 AFY	"Middle" capital costs to deliver 3000 AFY	Three alternatives with the lowest capital costs to deliver 3000 AFY
Cost Considerations: Operation & Maintenance	Three alternatives with the highest O&M costs (most expensive O&M) for 3000 AFY. Alternatives with energy or chemical costs that are less likely to fluctuate in the future will score higher.	"Middle" O&M costs for 3000 AFY. Alternatives with energy or chemical costs that are less likely to fluctuate in the future will score higher.	Three alternatives with the lowest O&M costs for 3000 AFY. Alternatives with energy or chemical costs that are less likely to fluctuate in the future will score higher.
Court Compliance: Method	1 Point - Does not import water via connection to the City of Santa Maria	--	10 Points - Imports water via connection to the City of Santa Maria
Court Compliance: Source	1 Point - Does not import water to the Mesa	--	10 Points - Imports water to the Mesa
Court Compliance: Quantity	1 Point - Does not deliver 2500 AFY	--	10 Points - Delivers 2500 AFY
Critical Milestones for Delivery: 1000 AFY by 2015	1 Point - Cannot deliver 1000 AFY by Jun 2015	--	10 Points - Can deliver 1000 AFY by Jun 2015
Critical Milestones for Delivery: 3000 AFY by 2020	1 Point - Cannot deliver 3000 AFY by 2020	--	10 Points - Can deliver 3000 AFY by 2020
Critical Milestones for Delivery: 6200 AFY (Future)	1 Point - Cannot ultimately deliver 6200 AFY in future (past 2030)	--	10 Points - Can ultimately deliver 6200 AFY in future (past 2030)

SWAEC SCORING RUBRIC

2/13/2013

SCORING CATEGORIES	POINT ASSIGNMENT		
	1-3	4-7	8-10
Reliability	Considered not reliable (<80%) on a long-term basis based on historic performance or availability of "design flow". Projects may not be able to produce at least 80% of "design flow" or may not be able to do so reliably.	Considered moderately reliable (80%+) on a long-term basis based on historic performance or availability of "design flow" (ex. only 80% of "design flow" may be available at some times). Subject to seasonal limitations or fluctuations that would impact supplies available to District.	Considered highly reliable on a long-term basis based on historic performance or availability of 80% of "design flow". Not subject to seasonal limitations or fluctuations that would impact supplies available to District
Feasibility	Permitting is expected to represent a significant hurdle - either adding five (5)+ years to project implementation for delivery of "design flow", or may be opposed by resource agencies or in conflict with their policies. May require significant contract negotiations with multiple outside entities that are expected to challenge the project. May have a "fatal flaw".	May require CEQA permitting and some contract negotiation with an outside entity, but negotiation is not expected to be challenged by outside entities or to take longer than 2-5 years.	Can be accomplished without new CEQA or additional "major" resource agency permits (CDFG, NOAA Fisheries, CA Coastal Commission, etc.) or can acquire permits/authorizations within 1-2 years. Can be accomplished with minor effort to update existing contracts or without any contract modifications requiring more than 1-2 years to finalize.
Phasing	Project either cannot be upgraded from 1000 to 3000 AFY or will require more than 100% of the initial (1000 AFY) capital cost	Project can be upgraded from 1000 to 3000 AFY but will require 60 to 80% of the initial (1000 AFY) capital cost	Project can be upgraded from 1000 to 3000 AFY without requiring more than 50% of the initial (1000 AFY) capital cost
Water Quality: Raw	Requires "high" level of treatment - reverse osmosis or similar desalination - for intended use, or has significant health/safety concerns or risks	Requires "moderate" level of treatment - basic filtration & disinfection - for intended use	Requires minor chemical addition (disinfection) or no treatment for intended use
Water Quality: Finished	Total dissolved solids (TDS) concentrations greater than 750 mg/L	TDS concentrations of 500-750 mg/L	TDS concentrations less than 500 mg/L
Sustainability	Significant negative environmental impact due to energy usage, carbon footprint, greenhouse gas emissions, or other similar measures.	Some environmental impact with an increase in carbon footprint, greenhouse gas emissions, or other similar measures.	Positive environmental impact or no increase in carbon footprint, greenhouse gas emissions, or other similar measures.
Public Support	Opposition is anticipated	Indifferent	Positive

FEBRUARY 13, 2013

REGULAR BOARD MEETING MINUTES

EXHIBIT "B"

NIPOMO COMMUNITY

BOARD MEMBERS

MICHAEL WINN, PRESIDENT
JUDITH WIRSING, VICE PRESIDENT
ROBERT BLAIR, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
LARRY VIERHEILIG, DIRECTOR



SERVICES DISTRICT

STAFF

DOUGLAS JONES, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL
DAN MIGLIAZZO, UTILITY SUPERVISOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Email address gm@nipomocsd.com

August 27, 2004

San Luis Obispo County
Government Center
Building and Planning Department
San Luis Obispo, CA 93401

Eric Benham
Trincon, Inc.
124 W. Main St. #C
Santa Maria, CA 93458

SUBJECT: VERIFICATION OF WATER AND SEWER SERVICE TRINCON, INC.
TRACTS 1802 & 1856 (77 LOT DEVELOPMENT) MARIA VISTA ESTATES

As required by Section 19.20.238 Title 19 of the San Luis Obispo County Code, the Nipomo Community Services District certifies that it will provide potable water service and sewer service to Tracts 1802 & 1856, a 77-lot development located in the Maria Vista Estates in Nipomo, and that it has sufficient water resources and system capacity to provide such service. Notwithstanding any other language in this letter, and subject to Applicant complying with conditions contained in various Plan Check and Inspection Agreements for Off Site Improvements, the District certifies that (1) it will provide new service to the parcel(s) within the development on the same basis as it provides new service to any other legal parcel within the District's service area; and (2) once new service is established for a parcel(s) within the development, the District will provide service to said parcel on the same basis as it provides service to other customers within the same land use designation. All fees have been paid or will be paid. Water meters(s) will be set and/or water service provided, after the District has accepted off-site improvements and easements and the Applicant has complied with the other conditions contained in various Plan Check and Inspection Agreements.

Notwithstanding to the above paragraph, notice is provided that Nipomo Community Services District has been made a party to that lawsuit entitled Santa Maria Valley Water Conservation District, et al. v. City of Santa Maria, et al., Santa Clara Superior Court Case No. CV 770214. The case involves competing claims to the right to produce water from and/or store water in the Santa Maria Valley Groundwater Basin, the water source from which Nipomo Community Services District derives the water, which it serves. The District is now unable to predict with any certainty the outcome of the above-referenced litigation. However, the litigation conceivably could result in a limitation on the availability of groundwater for the District's production and/or an increase in the cost of water, which the District serves to its water customers.

This "Will-Serve" letter shall be subject to the current and future rules, regulations, fees, resolutions and ordinances of the Nipomo Community Services District.

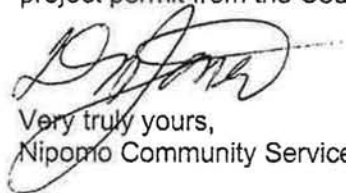
RECEIVED 8/27/04

San Luis Obispo County
Government Center
Building and Planning Department
August 27, 2004
Page 2



SUBJECT: VERIFICATION OF WATER AND SEWER SERVICE TRINCON, INC.
TRACTS 1802 & 1856 (77 LOT DEVELOPMENT) MARIA VISTA ESTATES

The San Luis Obispo Board of Supervisors has adopted Ordinance 2895, which establishes a 2.3% annual limit on new building permits for the Nipomo Mesa. The Nipomo Community Services District, by issuance of a Will-Serve letter, cannot guarantee that you will receive a project permit from the County of San Luis Obispo.


Very truly yours,
Nipomo Community Services District

Doug Jones
General Manager

VALID ONLY
WITH DISTRICT
SEAL

Will Serve/Water-sewer/Tr 1856 Trincon

RECEIVED AUG 31 2004

NIPOMO COMMUNITY SERVICES DISTRICT PLAN CHECK AND INSPECTION AGREEMENT

THIS AGREEMENT is made this 19 day of March, 2001 by and between the Nipomo Community Services District, hereinafter referred to as "District", and Trinco Inc, hereinafter referred to as "Applicant" in reference to the following recitals.

RECITALS:

A. Applicant is proposing to design and construct the following facilities that are referred to as the "Project" in this Agreement:

Project Description: Water Line to Tracts 1802 & 1856

B. The purpose of this Agreement is to state the obligations of the parties in regard to the Project and the District's acceptance of the Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction

The applicant, at its sole cost and expense, shall design, prepare plans and specifications, and construct/install the Project. Applicant agrees to construct the project in accordance with District's Standard Improvement Specifications and Drawings. The Project shall be constructed by a licensed contractor. Prior to the start of construction, District shall approve the plans and specifications and Applicant shall deposit with the District:

- A. Two complete sets of the approved plans;
- B. A copy of the contractor's license; and
- C. A copy of the Applicant's contract with the contractor.
- D. Proof of insurance, as required by Paragraph 13, below.

2. Payment

The Applicant agrees to pay the District a non-refundable water and sewer Plan Check and Inspection Fee in the amount of \$ 7093⁰⁰ for District activities related to the Project.

3. Permits

Applicant shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspecting the improvements to be constructed under this agreement.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant shall notify the District thereof and request a final inspection of the Project. All facilities in the Project shall be tested to meet District requirements as required by District Standards and Specifications. The Applicant shall supply and pay for the necessary equipment, services and devices to inspect and test the improvements installed. This shall include TV inspection of sewer lines, pressure testing equipment, cleaning devices, etc.

7. Notice of Acceptance

The District shall not provide service and a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Paragraph 6, above;
- (b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;
- (c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;
- (d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;
- (e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;
- (f) A detailed accounting of amounts expended for improvements (water and sewer improvements accounted for separately); and
- (g) A list of assessor parcel numbers and service addresses to be served by the Project.

8. Transfer of the Project

Upon receipt of the notice of acceptance from the District, the Applicant shall deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District (Offer of Dedication). The transfer shall not be completed until the conveyance documents transferring the Project have been formally accepted by the District Board of Directors.

9. Ownership

Upon transfer pursuant to Paragraph 8, above, the Project shall become the property of the District. The District shall own and be free in every respect to operate, manage, expand, and improve the Project as it deems appropriate.

10. District Service

The District shall not provide service through the Project until the transfer has been completed in accordance with Paragraph 8, above. All such service shall be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. The applicant shall not allow any person to use or commence operation of any part of the Project prior to District's acceptance of the transfer without the express written consent of the District.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

11. Maintenance of Facilities

The District assumes no obligation as to maintenance and operation of the Project until such time as the transfer has been completed pursuant to Paragraph 8, above.

12. Applicant's Guaranty

12.1 Maintenance Applicant warrants and guaranties all materials and workmanship furnished pursuant to this Agreement for a one (1) year period from the date of the transfer of the Project, as provided in Paragraph 8, above. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.

12.2 Applicant's Obligation Applicant shall repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

12.3 District Remedies In the event of the Applicant failing to perform the obligations referenced in Paragraphs 12.1 and 12.2 within a reasonable time, the District is authorized to have the defect repaired and made good. The Applicant shall be liable to the District for such costs of repair, including, but not limited to, management and administrative costs, engineering, legal and other costs incurred relating to the repair.

13. Insurance

The Applicant, or any contractor carrying out the construction of the Project shall carry commercial, general and automobile liability insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its contractor, or by their employees, agents, consultants, or anyone directly or indirectly employed by the foregoing. The amount of the insurance shall not be less than \$500,000.00 single limit coverage applying to bodily and personal injury and property damage, or a combination of both. A certificate of insurance shall be lodged with the District and shall designate the District, its Directors, Officers and Employees as additional insureds. The Applicant or its contractor shall furnish the District with certificates of insurance prior to commencing construction.

14. Indemnification and Hold Harmless.

The Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Applicant which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless shall survive the transfer of the Project.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

15. Amendments

Any amendments to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

16. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

District

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

Applicant

Erik Benham
Trincon Inc
124 W Main St # C
Santa Maria CA 93458

17. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. Agreement Binding

This Agreement shall apply to and be binding upon the successors, grantees, and assigns of the respective parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District.

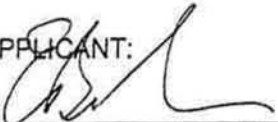
19. Authority to Execute Agreement.

The parties hereby represent that the parties executing this agreement are expressly authorized to do so for and on behalf of the parties.

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

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

APPLICANT:



(Signature)

ERIK BENHAM
(Name typed)

General Manager
(Title)

3-19-02
(Date)

NIPOMO COMMUNITY SERVICES DISTRICT

By: Richard McKeaton

NCS D Board President
(Title)

April 3, 2002
(Date)

Attest:

Donna K Johnson
Board Secretary

COPY

ORIGINAL FOR SIGNATURE

**NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS**

THIS AGREEMENT is made this 8th day of April, 2003, by and between the Nipomo Community Services District, hereinafter referred to as "District", and **Trincon, Inc., a California Corporation**, hereinafter referred to as "Applicant" or "Trincon" in reference to the following recitals.

RECITALS:

A. Pursuant to an Annexation Agreement, and in accordance with the District's Plan Check and Inspection Agreement, Applicant is required to construct and provide water and sewer service to the Area of Annexation.

B. Applicant proposes to design and construct the following off-site improvements that are referred to as the "Project" in this Agreement:

1. Develop and construct water improvements;
2. Develop and construct sewer improvements;
3. Develop and construct other improvements that are accepted by the District for operation and maintenance

C. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction

(a) The applicant, at its sole cost and expense, shall design, prepare plans and specifications, develop and construct/install the Project. Applicant agrees to construct the Project in accordance with District's Engineering Standards and District Standard Improvement Specifications and Drawings. The Project shall be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to do the type of work called for in the approved Plans and Specifications. Prior to the start of construction, District shall approve the plans and specifications and Applicant shall deposit with the District:

1. Two complete sets of the approved plans;
2. A copy of the contractor's license; and

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

3. A copy of the Applicant's contract with the contractor.
 4. Proof of insurance, as required by Paragraph 14, below.
- (b) Applicant shall be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant shall to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available on the Web at www.csib.ca.gov.

2. Deposit for District Services

At the time of execution of this Agreement, Applicant shall advance to the District the sum of \$10,000.00 for engineering, legal and administrative services in connection with plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement. The Applicant authorizes District to withdraw from the deposit to pay for services pursuant to this Agreement as they are incurred by District.

District will notify Applicant whenever the deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month shall be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month shall be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by the Applicant in excess of the District's actual costs shall be refunded to the Applicant.

3. Permits

Applicant, at its sole cost, shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required

**NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT**

THIS AGREEMENT is made this 19 day of March, 2001 by and between the Nipomo Community Services District, hereinafter referred to as "District", and Trinco Inc, hereinafter referred to as "Applicant" in reference to the following recitals.

RECITALS:

A. Applicant is proposing to design and construct the following facilities that are referred to as the "Project" in this Agreement:

Project Description: Water Line to Tracts 1802 & 1856

B. The purpose of this Agreement is to state the obligations of the parties in regard to the Project and the District's acceptance of the Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

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The applicant, at its sole cost and expense, shall design, prepare plans and specifications, and construct/install the Project. Applicant agrees to construct the project in accordance with District's Standard Improvement Specifications and Drawings. The Project shall be constructed by a licensed contractor. Prior to the start of construction, District shall approve the plans and specifications and Applicant shall deposit with the District:

- A. Two complete sets of the approved plans;
- B. A copy of the contractor's license; and
- C. A copy of the Applicant's contract with the contractor.
- D. Proof of insurance, as required by Paragraph 13, below.

2. Payment

The Applicant agrees to pay the District a non-refundable water and sewer Plan Check and Inspection Fee in the amount of \$7093.00 for District activities related to the Project.

3. Permits

Applicant shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspecting the improvements to be constructed under this agreement.

COPY ORIGINAL FOR SIGNATURE

**NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
DANA WELL CONSTRUCTION AND CONNECTION**

THIS AGREEMENT is made this 8th day of April, 2003, by and between the Nipomo Community Services District, hereinafter referred to as "District", and **Trincon, Inc., a California Corporation**, hereinafter referred to as "Applicant" or "Trincon" in reference to the following recitals.

RECITALS:

A. Pursuant to an Annexation Agreement, and in accordance with the District's Plan Check and Inspection Agreement, Applicant is required to construct and provide water and sewer service to the Area of Annexation.

B. Applicant proposes to design and construct the following facilities that are referred to as the "Project" in this Agreement:

1. Develop and construct two (2) wells known as the Dana Wells; and
2. Construct inter-tie facilities to connect the Dana Wells to the District's water system located within Camino Caballo.

C. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction

(a) The applicant, at its sole cost and expense, shall design, prepare plans and specifications, develop and construct/install the Project. Applicant agrees to construct the Project in accordance with District's Engineering Standards. The Project shall be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to do the type of work called for in the approved Plans and Specifications. Prior to the start of construction, District shall approve the plans and specifications and Applicant shall deposit with the District:

1. Two complete sets of the approved plans;
2. A copy of the contractor's license; and
3. A copy of the Applicant's contract with the contractor.

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
DANA WELL CONSTRUCTION AND CONNECTION

4. Proof of insurance, as required by Paragraph 14, below.

- (b) Applicant shall be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant shall to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available on the Web at www.csib.ca.gov.

2. Deposit for District Services

At the time of execution of this Agreement, Applicant shall advance to the District the sum of \$8,000.00 for engineering, legal and administrative services in connection with plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement. The Applicant authorizes District to withdraw from the deposit to pay for services pursuant to this Agreement as they are incurred by District.

District will notify Applicant whenever the deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month shall be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month shall be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by the Applicant in excess of the District's actual costs shall be refunded to the Applicant.

3. Permits

Applicant, at its sole cost, shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: FEBRUARY 21, 2013



APPROVE BOARD BY-LAWS AND POLICIES

ITEM

Approve Board By-Laws and Policies [RECOMMEND ADOPT RESOLUTION APPROVING BY-LAWS]

BACKGROUND

Pursuant to Section 17 of the Board By-Laws, the Board By-Laws Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action.

Your Board reviewed the By-Laws at the February 13, 2013 Regular Meeting and directed staff to make minor edits. Attached are the Board By-Laws and Policies with the directed edits in 'mark-up' view for your review and approval.

RECOMMENDATION

Staff recommends that your Honorable Board review the by-laws propose any changes and by motion and roll call vote adopt the attached Resolution approving the revised By-Laws.

ATTACHMENT

- A. Draft Resolution with Proposed 2013 By-Laws

t:\board matters\board meetings\board letter\2013\130227 bylaw adopt.docx

FEBRUARY 27, 2013

ITEM D-3

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2013 - XXXX
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING AMENDED BOARD BY-LAWS AND POLICIES (2013)**

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

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

WHEREAS, **SDRMA** has adopted a Credit Incentive Program whereby the District can receive a credit on insurance premiums for the annual review of Board Policies and Procedures (Board By-Laws and Policies); and

WHEREAS, Section 16 of the Board By-Laws and Policies provides for the annual review of the Board By-Laws and Policies by District Legal Counsel; and

WHEREAS, Government Code §§ 61045 and 61047 requires the Board of Directors to adopt:

- A Rules or By-laws governing its proceedings;
- B Administrative Policies;
- C Director Compensation Policies; and
- D Director Reimbursement Policies; and

WHEREAS, Government Code Section § 54954.3(b) provides in relevant part:

“The legislative body of a local agency may adopt reasonable regulations -----
-- limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker;” and

WHEREAS, on February 13, 2013, District Legal Counsel review the District's previously adopted Board By-Laws and Policies and the District Board of Directors instructed Staff to return with a revised version for Board adoption; and

WHEREAS, on February 27 2013, the District conducted a public hearing and considered public comment regarding the adoption of the revised Board By-Laws and Policies (2013 update).

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

1. The Nipomo Community Services District Board By-Laws and Policies (2013 update) attached hereto as Exhibit "A" are hereby approved and adopted.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2013-XXXX
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING AMENDED BOARD BY-LAWS AND POLICIES (2013)**

2. All prior District Board By-Laws and Policies, Resolutions and Policies of the District that are inconsistent with the Board By-Laws and Polices (2013 update) attached hereto as Exhibit "A" are hereby repealed.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby passed and adopted this 27th day of February, 2013.

JAMES HARRISON,
President of the Board of Directors

ATTEST:

APPROVED:

MICHAEL S. LEBRUN
General Manager and Secretary to the Board

MICHAEL W. SEITZ
District Legal Counsel

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
2013 UPDATE
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

1. OFFICERS OF THE BOARD OF DIRECTORS

- 1.1 The officers of the Board of Directors are President and Vice President.
- 1.2 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/She shall have the same rights as the other Directors of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining Directors present shall select one of themselves to act as chairperson of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the last meeting of each calendar year.
- 1.5 The term of office for the President and Vice President of the Board shall commence on January 1 of the year immediately following their election.
- 1.6 The President or, in his/her absence, the Vice President or their designee are authorized to attend meetings of the San Luis Obispo County Planning Commission and meetings of the San Luis Obispo County Board of Supervisors without compensation except reimbursement for use of his/her private vehicle to attend such meetings pursuant to 10.1(b) of these by-laws.

2. MEETINGS

- 2.1 Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the Board Room at the District Office located at 148 South Wilson, Nipomo, CA. The Board of Directors reserves the right to cancel and/or designate other dates, places, and times for Director meetings due to scheduling conflicts and holidays.

2.2 Special Meetings.

Special meetings may be called by the President or three (3) Directors with a minimum of twenty-four (24) hours public notice. Special meeting agenda shall be prepared and distributed pursuant to the procedures of the Brown Act by the General Manager or the Assistant General Manager in consultation with the President or, in his or her absence, the Vice President or those Directors calling the meeting.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
2013 UPDATE
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- 2.3 Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.
- 2.4 No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:
- (a) Directors may briefly respond to statements or questions from the public;
 - (b) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting;
 - (c) The Board may take action to direct the General Manager to place a matter on a future agenda;
 - (d) Directors may make brief announcements or make a brief report on his/her own activities under the Director Comment portion of the Agenda.
- 2.5 The President, or in his/her absence the Vice President, shall be the presiding officer at District Board meetings. He/She shall conduct all meetings in a manner consistent with the policies of the District. He/She shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/She shall vote on all questions, and on roll call votes his/her name shall be called last.
- 2.6 Three (3) Directors of the Board shall constitute a quorum for the transaction of District business. When a quorum is lacking for a regular, adjourned, or special meeting, the President, Vice President, or any Director shall adjourn such meeting; or, if no Director is present, the District Secretary shall adjourn the meeting.
- 2.7 Except as otherwise specifically provided by law, a majority vote of the total membership of the Board of Directors is required for the Board of Directors to take action.
- 2.8 A roll call vote shall be taken upon the passage of all ordinances and resolutions, and shall be entered in the minutes of the Board, showing those Directors voting aye, those voting no, ~~those abstaining,~~ those temporarily absent because of a conflict of interest, and absent. A roll call vote shall be taken and recorded on any motion not passed unanimously by the Board. Silence shall be recorded as an affirmative vote.
- ~~2.9 Votes of abstention shall be counted as a no vote.~~

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
2013 UPDATE
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- 2.10 Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without disruptive noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.11 All recording devices, including but not limited to tape recorders, video tape recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated in plain public view and from behind the public speaker's podium. The President retains the discretion to alter these guidelines, including the authority to require that all video tape recorders, still and/or motion picture cameras be located in the back of the room.
3. AGENDAS
- 3.1. The General Manager, in cooperation with the Board President, shall prepare the agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request an item to be placed on the regular meeting agenda no later than 4:30 p.m. twelve calendar days prior to the meeting date. Such a request must be also submitted in writing either at the time of communication with the General Manager or delivered to the office within the next working day.
- 3.2 The following applies to reconsideration of prior Board actions.
- (a) After the passage of 9 months from the effective date of the motion, resolution, or ordinance, the matter may be placed on the agenda pursuant to Section 3.1, above, or other provisions of the Brown Act.
- (b) Prior to the passage of 9 months, any member of the Board of Directors or the General Manager may request the Board of Directors, by motion, to agree to reconsider a prior Board action at a subsequent meeting of the Board.
- (c) The President of the Board of Directors, upon a determination that there is a need to take immediate action, may place an item on the agenda for reconsideration.
- 3.3 Subject to the following rules, a block of 20 minutes is set aside for each agenda item for public comment, including general public comment:
- (a) Comments on agendized items should be held until the appropriate item is called.
- (b) Unless otherwise directed by the President, public comment shall be presented from the podium.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
2013 UPDATE
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- (c) The person giving public comment shall state his/her name and whether or not he/she lives within the District boundary prior to giving his/her comment. Public comment shall be directed to the President of the Board.
 - (d) The President, after consideration of the length of the Agenda, the nature of the Agenda item, and the meeting limitations, may expand or further limit the 20-minute time allocation for public comment.
 - (e) Each public commenter shall be limited to 3 minutes unless shortened or extended by the President with consideration of the length of the Agenda, the nature of the Agenda item, and the meeting limitations.
- 3.4 Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda". These items shall be approved, adopted, and accepted, etc. by one motion of the Board of Directors; for example, approval of Minutes, approval of Warrants, various Resolutions accepting developer improvements, minor budgetary items, status reports, and routine District operations.
- (a) Directors may request that any item listed under "Consent Agenda" be removed from the "Consent Agenda", and the Board will then take action separately on that item. Members of the public will be given an opportunity to comment on the "Consent Agenda"; however, only a member of the Board of Directors can remove an item from the "Consent Agenda". Items which are removed ("pulled") by Directors of the Board for discussion will typically be heard after other "Consent Agenda" items are approved unless the President chooses an earlier or later time.
 - (b) A Director may ask questions on any item on the "Consent Agenda". When a Director has a minor question for clarification concerning a consent item which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with the rest of the "Consent Agenda". Directors are encouraged to seek clarifications prior to the meeting if possible.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
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BOARD BY-LAWS AND POLICIES
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- (c) When a Director wishes to consider/"pull" an item simply to register a dissenting vote, an abstention or conflict of interest, the Director shall inform the presiding officer that he/she wishes to register a dissenting vote, an abstention or conflict of interest, on a particular item without discussion. The item will be handled along with the rest of the Consent Agenda, and the District Secretary shall register a "no" vote, an abstention or conflict of interest, in the minutes on the item identified by the Director.

4. PREPARATION OF MINUTES AND MAINTENANCE OF RECORDINGS

- 4.1 The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads.
- 4.2 The minutes of the Board of Directors shall record the aye and no votes taken by the members of the Board of Directors for the passage or denial of all ordinances, resolutions, or motions.
- 4.3 The District Secretary shall be required to make a record only of such business as was actually considered by a vote of the Board and, except as provided in Sections 4.4 and 4.6 below, shall not be required to record any remarks of Directors or any other person.
- 4.4 The District Secretary shall attempt to record the names and general place of residence of persons addressing the Board during general public comment.
- 4.5 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed. In addition, the minutes shall include the names of speakers who provided public comment on each agenda item and a summary of the Directors' reports. Materials submitted with such comments shall be appended to the minutes at the request of the General Manager, District Counsel, the Board President, or any Director.
- 4.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

NIPOMO COMMUNITY SERVICES DISTRICT
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EXHIBIT "A"

4.7 Any recording of a District meeting made for whatever purpose at the direction of the District shall be subject to inspection pursuant to the California Public Records Act. Consistent with Government Code Section 54953.5(b), the District will maintain the recordings for a 30-day period after the recording. During the 30-day period, the District will provide, without charge, the necessary equipment for inspection of said recordings at the District Office during regular business hours. In addition to the 30-day requirement, the District will attempt to maintain the recordings, without legal obligation to do so, for a minimum of 5 years after the date of the recording. However, during this extended period, the District may not be able to provide the necessary equipment to facilitate inspections.

5. DIRECTORS

- 5.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors. Directors are encouraged to seek clarification prior to the meeting, if possible.
- 5.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole.
- 5.3 Information may be requested from staff before meetings, within such limitations as required by the Brown Act. Information that is requested shall be distributed through the General Manager, and all Directors will receive a copy of all information being distributed.
- 5.4 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 5.5 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, dissenting Directors should not create barriers to the implementation of said action.
- 5.6 Pursuant to §54952.2 of the Brown Act:
- (a) Except during an open and public meeting, a majority of the Board of Directors shall not use a series of communications of any kind, directly or thru intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter of the District.

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(b) Subsection (a) above shall not be construed as preventing District management staff from engaging in separate conversations or communications with members of the District Board of Directors in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the District, provided that District Staff does not communicate to members of the Board of Directors the comments or positions of any other member or members of the Board of Directors.

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

6. AUTHORITY OF DIRECTORS

6.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, a Director has no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure.

6.2 Directors do not represent any fractional segment of the District but are, rather, a part of the body which represents and acts for the District as a whole.

6.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

7. AUTHORITY OF THE GENERAL MANAGER

Pursuant to Government Code §61051, the General Manager shall be responsible for the following:

7.1. The implementation of the policies established by the Board of Directors for the operation of the District;

7.2 The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors;

7.3 The supervision of the District's facilities and services;

7.4 The supervision of the District's finances.

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BOARD BY-LAWS AND POLICIES
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8. DIRECTOR GUIDELINES

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

9. DIRECTOR COMPENSATION

- 9.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular adjourned or special meeting of the Board of Directors attended by him/her.

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- 9.2 Each Director appointed to a committee is authorized to receive one hundred dollars (\$100) as compensation for each public meeting of a standing committee attended by him/her.
- 9.3 Each Director appointed to an ad hoc committee is authorized to receive seventy-five dollars (\$75.00) as compensation for each ad hoc committee meeting attended by him/her.
- 9.4 Each Director is authorized to receive one hundred dollars (\$100) per day as compensation for representation of the District at a public meeting or public hearing conducted by another public agency and/or participation in a training program on a topic that is directly related to the District, provided the Board of Directors has previously approved the member's participation and the member delivers a written report to the Board of Directors at the District's next regular meeting regarding the member's participation.
- 9.5 In no event shall Director compensation exceed \$100 per day.
- 9.6 Director compensation shall not exceed six full days in any one calendar month.

10. DIRECTOR REIMBURSEMENT

- 10.1 Subject to the following rules and budgetary limitations, each Director is entitled to reimbursement for their actual and necessary expenses (including the cost of programs and seminars), for his/her attendance at programs, conferences, and seminars that are related to District functions and/or Director development.

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

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

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- (b) Members of the Board of Directors shall use government and group rates offered by a provider of transportation for travel when available. Directors, using his/her private vehicle on District business, shall be compensated at the prevailing IRS per diem mileage rate.
- (c) Any Director traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments, and tips. The amount set for per diem shall be considered fair reimbursement. The per diem shall include \$10.00 for breakfast, \$15.00 for lunch and \$30.00 for dinner, for a daily total of \$55.00.
- (d) All travel and other expenses for District business, conferences, or seminars outside of the State of California shall require separate Board authorization, with specific accountability as to how the District shall benefit by such expenditure.

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

10.3 Board members shall submit an expense report on the District form within ten (10) calendar days after incurring the expense. The expense report shall be accompanied by receipts documenting each expense. Expense reports for mileage, as referenced in Section 10.1(b), shall be submitted no later than the end of each quarter (March, June, September, and December).

10.4 Members of the Board of Directors shall provide brief reports on the program, conferences, and seminars attended at the expense of the District at the next regular meeting of the Board of Directors.

11. TRAINING

11.1 Ethics Training

- (a) Pursuant to sections 53234 et seq. of the Government Code, all Directors and designated District personnel shall receive at least 2 hours of ethics training every two years.
- (b) Each newly elected Board Member and designated District personnel shall receive ethics training no later than one year from the first day of service with the District and thereafter shall receive ethics training at least once every two years.

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11.2 Sexual Harassment Prevention Training

Board members may receive, and the General Manager, and supervisors that are designated in the Districts conflict of interest code shall receive sexual harassment prevention training in accordance with the law

12. COMMITTEES

12.1 Ad Hoc Committees

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

12.2 Standing Committees

~~(a)~~ (a) The Board may create standing committees at its discretion. The Board President shall propose and the Board of Directors shall approve standing committee membership.

~~(a)~~ (b) Standing committees shall be advisory committees to the Board of Directors and shall not commit the District to any policy, act or expenditure. Each standing committee may consider District-related issues, on a continuing basis, assigned to it by the Board of Directors. Members of the standing committees shall be appointed by the Board of Directors.

~~(c)~~ (c) All standing committee meetings shall be conducted as public meetings in accordance with the Brown Act and Sections 2, 3 and 4 of these By-Laws. Summary notes for each meeting of each committee shall be forwarded to the NCSD Board of Directors as a public record.

13. CORRESPONDENCE DISTRIBUTION POLICY

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

13.1 All letters approved by the Board of Directors and/or signed by the President on behalf of the District, and

13.2 All letters and other documents received by the District that are of District-wide concern, as determined by District staff.

NIPOMO COMMUNITY SERVICES DISTRICT
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14. CONFLICTS AND RELATED POLICY

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

14.1 Conflict of Interest

Each Director is encouraged to review the District Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic interest of the official, and the effect is distinguishable from the effect on the public generally. FPPC regulations related to interests in real property provide that, if the real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by a decision, that interest is now deemed to be directly involved in the decision.

14.2 Interest in Contracts, Government Code Section 1090

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

14.3 Incompatible Office, Government Code Section 1099

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

15. EVALUATION OF CONSULTANTS

The District's legal counsel shall be evaluated by the Board of Directors annually during the months of May and June of each year.

NIPOMO COMMUNITY SERVICES DISTRICT
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BOARD BY-LAWS AND POLICIES
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16. CONTINUING EDUCATION

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

17. BOARD BY-LAWS REVIEW POLICY

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

18. RESTRICTIONS ON BY-LAWS

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