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NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

REGULAR BOARD MEETING JULY 17, 1996 7:00 P.M.
BOARD ROOM 261 W. DANA STREET, SUITE 100 NIPOMO, CA

43
12

BOARD MEMBERS

STEVEN SMALL, **PRESIDENT**
KATHLEEN FAIRBANKS, **VICE PRESIDENT**
ALEX MENDOZA, **DIRECTOR**
AL SIMON, **DIRECTOR**
ROBERT BLAIR, **DIRECTOR**

STAFF

DOUGLAS JONES, **General Manager**
DONNA JOHNSON, **Secretary to the Board**
JON SEITZ, **General Counsel**

CALL TO ORDER AND FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

1. REGULAR MEETING OF JULY 3, 1996

PUBLIC COMMENTS PERIOD

2. PUBLIC COMMENTS
Public comments on matters other than scheduled items.
Presentations limited to three (3) minutes

BOARD ADMINISTRATION

3. PROPOSAL FOR LAND APPRAISAL
Appraisal of land (Walsh Property) for acquisition for the wastewater treatment plant expansion.
(Discussion/Action)
4. ENGINEERING SERVICES FOR REPLACEMENT OF WATER LINES
Acquiring Engineering Services to prepare plans & specifications to replace existing water lines.
(Discussion/Action)
5. CANCELLATION OF BOARD OF DIRECTORS MEETING
Consideration to cancel the August 7, 1996 Board of Directors Regular meeting (Discussion/Action)

FINANCIAL REPORT

6. APPROVAL OF WARRANTS
7. INVESTMENT POLICY
Quarterly Report

OTHER BUSINESS

8. MANAGER'S REPORT
 1. PUBLIC MEETING ON WOODLAND'S SPECIFIC PLAN
 2. AMERICAN DESALTING ASSOCIATION CONFERENCE
 3. OFFICE BUILDING, STATUS REPORT
 4. AWWA, CA-NV SECTION CONFERENCE
 5. HOUSEHOLD HAZARDOUS WASTE COLLECTION DAYS
 6. NAAG MEETING, JULY 18, 7:00 P.M.
9. DIRECTORS COMMENTS
10. PUBLIC COMMENTS

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

1. Existing litigation GC§ 54956.9
NCSD vs. Shell Oil, et. al. Case No. CV 077387

ADJOURN

*GC§ refers to Government Code Sections

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES

REGULAR BOARD MEETING JULY 3, 1996 7:00 P.M.
BOARD ROOM 261 W. DANA STREET, SUITE 100 NIPOMO, CA

BOARD MEMBERS

STEVEN SMALL, **PRESIDENT**
KATHLEEN FAIRBANKS, **VICE PRESIDENT**
ALEX MENDOZA, **DIRECTOR**
AL SIMON, **DIRECTOR**
ROBERT BLAIR, **DIRECTOR**

STAFF

DOUGLAS JONES, **General Manager**
DONNA JOHNSON, **Secretary to the Board**
JON SEITZ, **General Counsel**

CALL TO ORDER AND FLAG SALUTE

President Steven Small called the July 3, 1996 meeting to order at 7:05 p.m. and led the flag salute.

ROLL CALL

At Roll Call, the following Board members were present:
Directors Blair, Simon, Mendoza and Small. Director Fairbanks was on vacation.

APPROVAL OF MINUTES

1. REGULAR MEETING OF JUNE 19, 1996

Upon motion of Director Simon and seconded by Director Mendoza, the Board unanimously approved the Minutes of the June 19, 1996 Regular Meeting with the changes noted in Items 7 & 10.

PUBLIC COMMENTS PERIOD

2. PUBLIC COMMENTS

Public comments on matters other than scheduled items.
Presentations limited to three (3) minutes

President Small opened the meeting to Public Comments.

Beverly Chapman of the Nipomo Area Advisory Group told the Board about conditions that are causing high density with the Nipomo area, like transfer of development credits. She invited the Board to meeting July 18 at Dana Elementary School. The SLO County Board of Supervisors and Commissioners have been invited. Kim Weber - Land Use Development will be one of the speakers.

4. REVIEW OF DISTRICT ACTIVITIES (POWERS)

Present District activities include water supply and distribution, sewer collection and treatment, street lighting and drainage. Review other District latent powers. (Discussion/Information)

Mr. Jones explained the memo from LAFCO listing potential consolidation of CSA-1 (Galaxy Park area).

District Counsel, Jon Seitz, explained the powers the District presently has and the latent powers that NCSD could implement as outlined in Section 61600 of the Government Code.

J. Frederick asked if NCSD had the street lighting all over Nipomo. - No, only Black Lake Golf course area.

NCSD would need to go to LAFCO to consolidate the County's Nipomo lighting area. There was much Board discussion.

Beverly Chapman suggested a community meeting to discuss how many of these latent powers the community would like for NCSD to have. She suggested that groups such as NAAG, Old Town Nipomo, Friends of the Library, etc. should be invited to attend such a meeting.

This was an *Information Only* item. No action was taken.

6. ASSESSMENT DISTRICT 93-1, SUMMIT STATION, CALLING OF BONDS

Calling (Buying Back) some of the Assessment District Bonds (Discussion/Action)

Lisa S. Bognuda , Administrative Assistant, explained the calling of the bonds at the Summit Station area, Assessment District 93-1.

Gene Kaye from the audience suggested that the residents should be informed of the bond calling and the reduction in their assessments. Lisa assured him that noticing customers was in the plans.

Upon motion of Director Simon and seconded by Director Mendoza, the Board unanimously approved Resolution No. 96-588 with a 4-0 vote.

RESOLUTION NO. 96-588

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
MAKING DECLARATION REGARDING SURPLUS IN IMPROVEMENT FUND**

7. REVIEW OF DISTRICT POLICY FOR COLLECTION OF CAPACITY FEES

Oral presentation by District Legal Counsel. (Discussion/Information)

Counsel, Jon Seitz, reviewed how the District collects Capacity Fees. Bill Kengel, from the audience, spoke to the Board concerning his project, a 36 lot development at Orchard and Tefft. There was Board discussion concerning financing of projects.

B. Chapman and Gene Kaye also commented from the audience. This was an *Information Only* item. No action was taken.

AGENDA ITEM

JUL 17 1996

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TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 17, 1996

PROPOSAL FOR LAND APPRAISAL

At the Board Meeting of June 19, 1996, your Honorable Board reviewed a proposal to appraise land for the expansion of the Southland Wastewater Treatment Facility. The proposal was from Todd Murphy of the firm Schenberger, Taylor, McCormick and Jenkins, Real Estate Appraisers. After reviewing the proposal, the Board wished a more detailed proposal to be presented at a future meeting.

Mr. Murphy has presented a second proposal outlining in more detail the services to be rendered by his company. It is attached for your review. Also, enclosed is the staff report of June 19, 1996 for the Board's review.

Upon reviewing the attachments, the Board should make a determination how they wish to proceed on the land appraisal for the expansion of the wastewater treatment facility.

C:\W:\BD\apprais2.DOC

SCHENBERGER, TAYLOR, McCORMICK & JECKER

N C O R P O R A T E D

Real Estate Appraisers, Consultants and Investment Analysts
Founded In 1972

Principals of the Firm

Richard L. Schenberger, ARA
Gerald C. Taylor, SREA, MAI
Rollie A. McCormick, MAI
Jerald W. Jecker, SRA
Todd O. Murphy, MAI

Associate

William V. Coe

July 5, 1996

Mr. Douglas Jones
General Manager
Nipomo Community Services District
P.O. Box 326
Nipomo, California 93444

Re: *Appraisal Proposal*
Sewer Plant Expansion

RECEIVED

JUL 08 1996

Dear Mr. Jones:

NIPOMO COMMUNITY
SERVICES DISTRICT

Pursuant to your letter of June 20, as well as our subsequent phone conversation, I am providing this letter as additional clarification regarding the scope of work and cost associated with the above-referenced appraisal.

The primary factors are listed as follows:

- A determination of the legal "larger parcel." The legal parcel is a key legal/appraisal determination in cases involving partial land acquisitions by public agencies. Do we consider all or a portion of the land owned by Walsh as representing the "larger" parcel? This determination could affect the extent of any severance damages.
- An analysis of the highest and best use of the larger parcel in the before condition (prior to the acquisition). (e.g. homesite, farming, subdivision, etc.).
- Valuation of the larger parcel in the before condition.
- An analysis of the partial acquisition and proposed public improvement project.
- Valuation of the portion to be acquired.
- An analysis of the highest and best use of the remainder parcel.
- Valuation of the remainder parcel in the after condition. This step identifies any severance damages and/or special benefits which may arise from the partial acquisition.

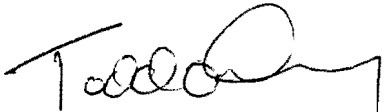
- Prepare a report which documents and supports my conclusions regarding the above seven key points.

Based on past experience with the property owner, you indicated there is some potential that this acquisition may be litigated via condemnation proceedings. My proposal and scope of work considers the additional documentation requirements for a case which may be tried in court.

To the extent that there is any cost savings by utilizing appraisal information provided by CCWA and their representatives, I would be pleased to consider that. However, CCWA may not provide full access to their valuation documents. Secondly, in order to provide the best service when testifying in court, I will testify to my own conclusions, not CCWA's work product.

I hope this information sufficiently clarifies my proposal. However, I would be pleased to discuss any aspect of this proposal more fully.

Respectfully submitted,



Todd O. Murphy, MAI
Principal of the Firm

TOM:ket

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JUNE 19, 1996

PROPOSAL FOR LAND APPRAISAL

The District is in the process of expanding its Southland wastewater treatment facility. Part of this expansion is to increase the infiltration basins (perk ponds). To do this, additional land (approximately 10 acres) is needed to construct the future infiltration basins.

The District has contacted the owner of the property of the additional land needed to be acquired for the infiltration ponds. To determine an accurate land cost, a real estate appraisal should be performed to establish the value. The District has contacted the firm of Schenberger, Taylor, McCormick and Jenkins, Real Estate Appraisers, and requested a proposal for appraisal of the land.

The District received a proposal from a Mr. Todd O. Murphy of the firm, who also performed the appraisal work for Summit Station Assessment District. Mr. Murphy estimates the cost for the appraisal at approximately \$5,000.

It is staff's recommendation that Your Honorable Board approve the proposal for the appraisal to establish the land value associated with the District wastewater treatment plant expansion.

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TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 17, 1996

ENGINEERING SERVICES FOR REPLACEMENT OF OLD WATER LINES

When the Nipomo Community Services District was formed in the mid 60's, it took over the existing Savage Water Company, which included the Savage Well and the distribution system in the older section of Nipomo. Much of the Savage distribution system has been replaced with new water lines, except those lines in Bennett, Price, Mallagh, and Dana Streets. These lines were installed in the front yard easements of the residents along the streets. This makes them difficult to maintain. Some lines have deteriorated sufficiently to become uneconomical to continue repairing. The District Master Plan calls for replacing these water lines. The District budgeted \$243,600 in this year's budget for this work.

In order to receive competitive bids to replace the water lines, the District requested a proposal for engineering services from Garing, Taylor & Assoc. Mr. Garing presented a proposal for the preparation of the plans and specifications at a cost of \$10,800.00.

The District will be exploring the possibility of replacement of individual house service lines (PB pipe) during this construction. This could be incorporated into the plans and specifications and be a separate bid item to determine its cost. This will be brought back to the Board for final approval.

It is staff's recommendation that your Honorable Board approve the attached **Resolution 96-589**, which approves the Consultant Services Agreement with Garing, Taylor and Associates to provide the plans and specifications to replace the water lines in Price, Dana, Bennett, and Mallagh Streets in Nipomo.

NIPOMO



WATER LINES
TO BE REPLACED

Clamshell

Grade



GARING, TAYLOR & ASSOCIATES, INC.
CIVIL ENGINEERS SURVEYORS PLANNERS

July 9, 1996

Mr. Doug Jones
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

SUBJECT: REQUEST FOR PROPOSAL FOR WATERLINE REPLACEMENT FOR PRICE STREET, DANA STREET, AND BENNETT STREET, NIPOMO, CALIFORNIA.

Dear Doug,

After review of sewer plans by Metcalf & Eddy and a site inspection, we agree that engineering costs for plan preparation can be reduced by drafting proposed waterline revisions on a sepia mylar copy of the Metcalf & Eddy wastewater collection plan and profile sheets- subject to their approval. We propose to supplement these drawings with special provisions and specifications and bid documents. We will require a plan markup from Lee Douglas showing all existing water meter locations or we can verify locations as extra work. Our scope of work and estimated cost for preparation of plans and specifications follows:

SCOPE OF WORK

TASK A	Coordinate with Lee Douglas regarding water meter locations and draft on plans.	\$ 600.00
TASK B	Prepare water plan and profile drawings on sepia mylar copy of wastewater collection plans by Metcalf & Eddy (scale 1"=50').	\$ 5,600.00
TASK C	Prepare title sheet and detail sheets as required.	\$ 1,600.00
TASK D	Coordinate with utility companies regarding their facilities and potential conflicts with proposed waterlines.	\$ 1,200.00
TASK E	Prepare construction quantity and cost estimate.	\$ 600.00
TASK F	Prepare specifications and bid package for tendering construction bids.	<u>\$ 1,400.00</u>
	Total estimated fees	\$10,800.00

RECEIVED

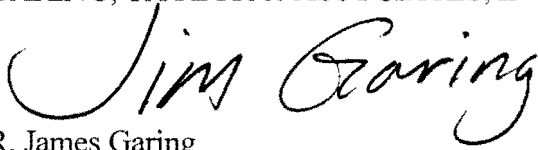
JUL 10 1996

Doug Jones
July 9, 1996
Page 2

GTA is prepared to begin work as soon as we receive your authorization to proceed. If acceptable to your board please indicate your approval by signing a copy of this proposal and returning it to us.

Very Truly Yours,

GARING, TAYLOR & ASSOCIATES, INC.



R. James Garing
President

Approved by: _____
Nipomo Community Services District _____
Date

RESOLUTION NO. 96-589

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AWARDING ENGINEERING SERVICES TO GARING, TAYLOR AND ASSOCIATES

WHEREAS, in the 96-97 Fiscal Year budget, the Board of Directors of the Nipomo Community Services District budgeted funds to replace old water mains, and

WHEREAS, the District is required to have plans and specifications prepared in order to go out to bid for replacement of the water lines, and

WHEREAS, staff received a proposal from Garing, Taylor and Associates to prepare the plans and specifications, and

WHEREAS, staff prepared the attached contract (**Attachment "A"**) for this service.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. That the contract, in the amount of \$10,800, is approved to have plans and specifications prepared by Garing, Taylor & Associates.
2. That the President of the Board is instructed to execute the contract on behalf of the District.

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

AYES: Directors _____
 NOES: _____
 ABSENT: _____
 ABSTAIN: _____

the foregoing resolution is hereby adopted this 17th day of July 1996.

 STEVEN SMALL, President
 Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

 Donna K. Johnson
 Secretary to the Board

 Jon S. Seitz
 General Counsel

NIPOMO COMMUNITY SERVICES DISTRICT
P O BOX 326
NIPOMO, CA 93444

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 19____, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "DISTRICT"), and GARING, TAYLOR AND ASSOCIATES, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, **DISTRICT** desires to retain a qualified engineering firm to provide services in preparing plans and specifications to go to bid to replace District water lines in Price, Dana, Bennett and Mallagh Streets in Nipomo, California; and

WHEREAS, **DISTRICT** desires to engage **CONSULTANT** to provide services by reason of its qualifications and experience in performing such services, and **CONSULTANT** has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **CONTRACT COORDINATION**

(a) **DISTRICT**. The General Manager shall be the contract manager of the **DISTRICT** for all purposes under this Agreement.

(b) **CONSULTANT**. R. James Garing, Jr. shall have the responsibility for the progress and execution of this Agreement for **CONSULTANT**.

2. **DUTIES OF CONSULTANT**

(a) **Services to be furnished**. **CONSULTANT** shall provide all services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

(b) **Laws to be observed**. **CONSULTANT** shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONSULTANT** under this Agreement;

(2) Keep itself fully informed of all federal, state and local laws, ordinances, regulations, orders and decrees existing on the date of this Agreement which are applicable to the duties of the consultant under this Agreement, any materials used in **CONSULTANT**'s performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Promptly report to the **DISTRICT**'s Contract Manager, in writing, any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(c) Release of reports and information. Any video tape, computer models, plans, specifications, reports, information, data or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **DISTRICT** and shall not be made available to any individual or organization by **CONSULTANT** without the prior written approval of the **DISTRICT**'s Contract Manager.

(d) Copies of video tapes, reports, data and information. If **DISTRICT** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **DISTRICT** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT**'s direct expense.

(e) Qualifications of CONSULTANT. **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

3. **COMPENSATION**

(a) The **CONSULTANT** will be paid for services provided to the **DISTRICT** in accordance with the schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(b) Payments are due within 60 days of receipt of invoices. Invoices shall reflect the task to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each task.

(c) The contract budget, as stated in Exhibit "B" shall not be exceeded without the written authorization of the **DISTRICT**.

(d) Payment to **CONSULTANT** shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the services as stated in Exhibit "A".

(e) Interest at 8 percent per annum (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 60 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

4. **SCHEDULE**

CONSULTANT shall complete the services that are the subject of this Agreement within 45 calendar days of the **DISTRICT's** authorization to proceed. **CONSULTANT** shall not be responsible for delays which are due to causes beyond **CONSULTANT's** reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. The **CONSULTANT** is to notify the District promptly in writing of such delays.

5. **TEMPORARY SUSPENSION**

The **DISTRICT's** Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this

Agreement. **CONSULTANT** will be paid for services performed through the date of temporary suspension. In the event that **CONSULTANT**'s services hereunder are delayed for a period in excess of six (6) months due to causes beyond **CONSULTANT**'s reasonable control, **CONSULTANT**'s compensation shall be subject to renegotiation.

6. **SUSPENSION; TERMINATION**

(a) Right to suspend or terminate. The **DISTRICT** retains the right to terminate this Agreement for any reason by notifying **CONSULTANT** in writing seven (7) days prior to termination and by paying **CONSULTANT** for services performed through date of termination; provided, however, if this Agreement is terminated for fault of **CONSULTANT**, **DISTRICT** shall be obligated to compensate **CONSULTANT** only for that portion of **CONSULTANT** services which are of benefit to **DISTRICT**. Said compensation is to be arrived at by mutual Agreement pursuant to the provisions of paragraph 19(a).

(b) Return of materials. Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, mylars, computations, computer models and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **DISTRICT**. **CONSULTANT**, however, shall not be liable for **DISTRICT**'s use of incomplete materials or for **DISTRICT**'s use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

7. **INSPECTION**

CONSULTANT shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **DISTRICT**'s Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

8. **OWNERSHIP OF MATERIALS**

All original drawings, mylars, computer models, studies, opinions, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **DISTRICT**, and shall be delivered to the **DISTRICT** upon demand.

Any use of completed and/or uncompleted documents for purposes not intended by this agreement will be at **DISTRICT**'s sole risk and without liability or legal exposure to **CONSULTANT**.

9. **ASSIGNMENT OF CONTRACT**

Neither party shall assign this Agreement or any portion of the work, other than as designated herein, without the prior written approval of the other party.

10. **NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

NIPOMO COMMUNITY SERVICES DISTRICT

Doug Jones
P. O. Box 326
Nipomo, CA 93444

CONSULTANT:

Garing, Taylor & Associates
141 So. Elm Street
Arroyo Grande, CA 93420

11. **INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no known interest, and shall not knowingly acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further

covenants that, in the performance of this Agreement, no subcontractor or person having such a known interest shall be employed. **CONSULTANT** certifies that no one who has or will have any known financial interest under this Agreement is an officer or employee of **DISTRICT**. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**. **CONSULTANT** shall be responsible in full for payment of its employees, including insurance, and deductions.

12. **INDEMNITY**

CONSULTANT agrees to defend, indemnify and hold harmless the **DISTRICT**, its employees, managers, agents and directors from any and all liability, claims, losses, damages or expenses (including attorney's fees and costs) arising out of performance of this contract, excepting those arising out of the sole negligence of the **DISTRICT**.

13. **INSURANCE**

(a) The **CONSULTANT** shall maintain worker's compensation insurance to statutory limits, in compliance with state and federal statutes.

(b) The **CONSULTANT** shall maintain comprehensive general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of **CONSULTANT** pursuant to this Agreement or from the use of automobiles and equipment of the **CONSULTANT**. The amount of this insurance shall not be less than \$1 million combined single limit. The **DISTRICT**, its employees, officers, General Manager and directors, shall be listed as additional insureds.

(c) The **CONSULTANT** shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of **CONSULTANT** pursuant to this Agreement, in the amount of not less than \$1 million combined single limit.

(d) **CONSULTANT** shall provide client with the following prior to commencement of work under this Agreement:

1. Proof of workman's compensation insurance and professional liability insurance;
2. An endorsement of the comprehensive general liability and automobile liability insurance (pursuant to subparagraph (b)) listing **DISTRICT**, its employees, officers, General Manager and Directors as additional insureds.
3. Proof of errors and omission insurance.

14. **AGREEMENT BINDING**

The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

15. **WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

16. **LAW GOVERNING AND VENUE**

This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

17. **COSTS AND ATTORNEY'S FEES**

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

18. **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between **DISTRICT** and **CONSULTANT** and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both **DISTRICT** and **CONSULTANT**. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

19. **MISCELLANEOUS PROVISIONS**

(a) The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. Within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mediation firm mutually selected by the parties. If the parties are unable to agree upon a mediation firm within said ten (10) day period, the matter shall be submitted to the mediation firm of Fitzpatrick, Barbieri & Raver. The Mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall be non-binding on the parties but shall be intended to help resolve the dispute. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, then an independent arbitrator is to be appointed by mutual agreement and his decision shall be non-binding on the parties.

(b) In the performance of its professional services, **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, expressed or implied are made or intended in any of **CONSULTANT's** proposals, contracts or reports.

(c) Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

(d) Whenever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

IN WITNESS WHEREOF, **DISTRICT** and **CONSULTANT** have executed this Agreement the day and year first above written.

CONSULTANT

By: R. James Garing, Jr. PE
Managing Engineer

DISTRICT

By: Steven A. Small
Board President

EXHIBIT "A"

SCOPE OF WORK

WATER LINE REPLACEMENTS

1. CONSULTANT TO PROVIDE:

- TASK A Coordinate with Lee Douglas regarding water meter locations and draft on plans.
- TASK B Prepare water plan and profile drawings on sepia mylar copy of wastewater collection plans by Metcalf & Eddy (scale 1"=50').
- TASK C Prepare title sheet and detail sheets as required.
- TASK D Coordinate with utility companies regarding their facilities and potential conflicts with proposed waterlines.
- TASK E Prepare construction quantity and cost estimate.
- TASK F Prepare specifications and bid package for tendering construction bids.

2. DISTRICT TO PROVIDE:

- A. Metcalf & Eddy reproducible plans of the Nipomo Sewer Project (1985) of the Price, Dana, Bennett and Mallagh Streets.
- B. Location of existing water meter boxes on Price, Dana, Bennett and Mallagh Streets.
- C. Other reasonable assistance in locating existing facilities.

EXHIBIT "B"

SCHEDULE AND PROFESSIONAL FEES

Garing, Taylor & Associates will provide the services listed in the Scope of Work (Exhibit A) with the following fees:

TASK	AMOUNT
A	\$ 600.00
B	5,400.00
C	1,600.00
D	1,200.00
E	600.00
F	1,400.00
TOTAL	<u>\$ 10,800.00</u>

Professional fees will be on a time-and-material basis for a maximum fee of \$10,800 for Tasks A through F. These fees shall not be exceeded without the prior written authorization of the District. The hourly rates and basis of billing for direct charges upon which time-and-material charge will be based are indicated in Fee Schedule for Professional Service.



GARING, TAYLOR & ASSOCIATES, INC.
CIVIL ENGINEERS SURVEYORS PLANNERS

FEE SCHEDULE
APRIL 1, 1995

Fee charges by GARING, TAYLOR & ASSOCIATES, INC. depend on the person or persons performing the work.

<u>CLASSIFICATION</u>	<u>OFFICE</u>	<u>RATE</u>
Principal		78.00/82.00
Civil Engineer		62.00/67.00
Civil Engr\Land Surveyor		67.00
Land Surveyor		67.00
Senior Designer		60.00
Designer		55.00
Planner		55.00
Civil Engineering Assistant III		60.00
Civil Engineering Assistant II		57.00
Civil Engineering Assistant I		53.00
Engineering Technician III		51.00/54.00
Engineering Technician II		45.00/46.00
Engineering Technician I		39.00
Specification Technician I		41.00
Draftsperson II		38.00
Draftsperson I		36.00
Party Chief III		54.00
Party Chief II		48.00
Party Chief I		46.00
Chainman II		44.00
Chainman I		41.00
Surveying Technician III		54.00
Surveying Technician II		39.00
Surveying Technician I		37.00
Survey Trainee		35.00
Office Manager		64.00
Administrative Assistant II		33.00/46.00
Administrative Assistant I		30.00
Computer Technician		41.00
	<u>FIELD</u>	
Two Man Party		120.00
Three Man Party		162.00
Four Man Party		202.00
Construction Inspector		60.00

The above fees include office and field equipment and vehicles. A fee for travel time may be charged for projects located at a significant distance from our office. Any costs for postage, shipping, courier services, photocopies, blueprints, telephone and fax charges, outside professional services and other miscellaneous charges are additional unless stated otherwise by agreement.

TAYLOR SURVEYING, INC.

When required by union contracts on construction projects, Taylor Surveying, Inc. union employees will be hired at their hourly rate plus health, education, welfare and other employee benefits times a multiplier of 3.0.

OVERTIME

Authorized overtime is charged at one and one-half the normal rate and/or as otherwise provided by state and federal law.

PRATEFEES\FEESCH01.A95

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 17, 1996

CANCELLATION OF REGULAR BOARD OF DIRECTORS MEETING

During the past summers, your Honorable Board has canceled a Board meeting due to nonessential actions by the Board, staff vacations and giving the Board of Directors a break during the summer. If your Honorable Board so desires the Regular Board meeting to be held on August 7, 1996 could be canceled. The next regular Board meeting would be on August 21, 1996.

C:\W:\BD\cancel.DOC



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 17, 1996

INVESTMENT POLICY - QUARTERLY REPORT

The Board of Directors adopted the 1996 Investment Policy for NCSD on February 21, 1996. The policy states that the Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the Board of Directors within thirty (30) days after the end of each quarter (i.e., by May 1, August 1, November 1, and February 1) (California Government Code Section 53646).

Pursuant to paragraph 7 (B) of the 1996 Investment Policy, if the District has placed all of its investments in the Local Agency Investment Fund (LAIF) or in a Federal Deposit Insurance Corporation, insured accounts in a bank or savings and loan association, in a County investment pool, or any combination of these, the Finance Officer may submit to the Board of Directors and the auditor of the District the most recent statements in lieu of the information required in paragraph 7 (A).

Attached is the most recent bank statements from the following institutions:

Local Agency Investment Fund
Mid-State Bank Money Market Account
Mid-State Bank Savings Account
Mid-State Bank Money Market Account (Assessment District 93-1)

The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the 1996 Investment Policy.

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

C:\bd\invpol

OFFICE OF THE TREASURER
SACRAMENTO



LOCAL AGENCY INVESTMENT FUND
P.O. BOX 942809
SACRAMENTO, CA 94209-0001
MAY, 1996 STATEMENT

Date: 05/31/96
Page: 01

ACCOUNT NUMBER: 16-40-002

COMMUNITY SERVICES DISTRICT
OF NIPOMO
ATTN: MANAGER
P.O. BOX 326
NIPOMO CA 93444

EFFECTIVE DATE	TRANSACTION DATE	TRAN TYPE	CONF NO	AUTH CALLER	TRANSACTION AMOUNT	BALANCE
BEGINNING BALANCE - REG						\$3,953,245.61
05/03/96	05/03/96	RD	419	LB	\$92,000.00	\$4,045,245.61
05/10/96	05/09/96	RD	420	LB	\$50,000.00	\$4,095,245.61
05/13/96	05/15/96	RE	421	LB	\$0.00	\$4,095,245.61
05/16/96	05/15/96	RD	422	LB	\$150,000.00	\$4,245,245.61
05/22/96	05/22/96	RD	423	LB	\$50,000.00	\$4,295,245.61
/31/96	05/30/96	RW	424	LB	-\$20,000.00	\$4,275,245.61
ENDING BALANCE - REG						\$4,275,245.61
GRAND TOTAL						\$4,275,245.61

SUMMARY

	TRAN COUNT	TOTAL DEPOSIT AMT	TOTAL WITHDRAWAL AMT
REG	6	\$342,000.00	-\$20,000.00

RECEIVED

JUN 20 1996

NIPOMO COMMUNITY SERVICES DISTRICT

POOLED MONEY INVESTMENT ACCOUNT

SUMMARY OF INVESTMENT DATA

A COMPARISON OF MAY 1996 WITH MAY 1995

(Dollars in Thousands)

	MAY 1996	MAY 1995	CHANGE
Average Daily Portfolio	\$27,431,144	\$27,977,685	-\$546,541
Accrued Earnings	\$127,826	\$142,775	-\$14,949
Effective Yield	5.502	6.008	- .506
Average Life--Month End (in days)	267	300	- 33
Total Security Transactions			
Amount	\$16,342,438	\$18,129,922	- \$1,787,484
Number	403	426	- 23
Total Time Deposit Transactions			
Amount	\$109,700	\$155,000	-\$45,300
Number	25	14	+ 11
Average Workday Investment Activity	\$747,824	\$831,133	- \$83,309
Prescribed Demand Account Balances			
For Services	\$146,919	\$157,961	- \$11,042
For Uncollected Funds	\$280,298	\$223,776	+ \$56,522

LOCAL AGENCY INVESTMENT FUND*

SUMMARY OF ACTIVITY

MAY 1996

BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	MONTH END BALANCE
\$11,017,763,049.47	\$1,056,393,000.00	\$1,055,799,130.81	\$11,018,356,918.66

*Local Agency Investment Fund Invested Through Pooled Money Investment Account



615 TEFFT ST
 NIPOMO CA 93444
 473-7788
 1-800-473-7788

000110003641

STATEMENT DATE
 6/30/96

PAGE 1

NIPOMO COMMUNITY SERVICES DIST
 PO BOX 326
 NIPOMO CA 93444

123

Statement of Accounts

SUMMARY FOR MONEY MARKET CHECKING ACCOUNT # 000800288601.....

BEGINNING BALANCE	5/31/96	26429.72
32 DEPOSITS AND OTHER CREDITS		194601.07
96 CHECKS AND OTHER DEBITS		162433.02
SERVICE CHARGE		.00
1 INTEREST PAID		39.00
NSF AND OVERDRAFT FEES		.00
ENDING BALANCE		58636.77

INTEREST PAID ON DAILY COLLECTED BALANCE OF	47566.06
YTD INTEREST 155.74 YTD WITHHOLDING	.00

THE INTEREST EARNED ON YOUR ACCOUNT DURING THE PERIOD 6/01/96 THROUGH 6/30/96 WAS 39.00.
 THE ANNUAL PERCENTAGE YIELD EARNED WAS 1.00%.

MONEY MARKET CHECKING ACCOUNT TRANSACTIONS.....			
DATE	AMOUNT	TRANSACTION DESCRIPTION	
6/03	44000.00	CR TFR FROM SAV ACCT #	800288621
6/03	542.95	DB JUN GP INS THE GUARDIAN	
6/03	3513.92	CR DEPOSIT	
6/04	358.23	CR DEPOSIT	
6/04	2570.12	CR DEPOSIT	
6/04	6612.39	CR DEPOSIT	
6/05	7157.07	CR DEPOSIT	
6/06	25000.00	DB TFR TO SAV ACCT #	800288621
6/06	7016.91	CR DEPOSIT	
6/07	15000.00	DB TFR TO SAV ACCT #	800288621
6/07	465.00	CR DEPOSIT	
6/07	3360.95	CR DEPOSIT	
6/10	1264.82	CR DEPOSIT	
6/10	5541.40	CR DEPOSIT	



000110003642

6/30

PAGE 2

NIPOMO COMMUNITY SERVICES DIST

Statement of Accounts

CONTINUATION OF MONEY MARKET CHECKING ACCOUNT # 800288601....
 MONEY MARKET CHECKING ACCOUNT TRANSACTIONS.....

DATE	AMOUNT	TRANSACTION DESCRIPTION	SAV ACCT #
6/11	123.58	CR DEPOSIT	
6/11	11023.55	CR DEPOSIT	
6/12	25000.00	CR TFR FROM	800288621
6/12	7031.20	CR DEPOSIT	
6/12	10.00	DB PRIORITY DEBIT	
6/13	3805.52	CR DEPOSIT	
6/13	4984.45	CR DEPOSIT	
6/14	1994.50	CR DEPOSIT	
6/17	10817.55	CR DEPOSIT	
/18	183.30	CR DEPOSIT	
6/18	4419.70	CR DEPOSIT	
6/19	670.00	CR DEPOSIT	
6/19	3040.73	CR DEPOSIT	
6/20	3072.62	CR DEPOSIT	
6/21	2544.00	CR DEPOSIT	
6/21	8275.61	CR DEPOSIT	
6/24	10.00	CR DEPOSIT	
6/24	4790.59	CR DEPOSIT	
6/25	6569.60	CR DEPOSIT	
6/26	5733.45	CR DEPOSIT	
6/27	1616.94	CR DEPOSIT	
6/27	5033.17	CR DEPOSIT	
6/30	39.00	CR INTEREST	

YOUR CHECKS IN SERIAL NUMBER ORDER.....

DATE	CHECK NO.	AMOUNT	DATE	CHECK NO.	AMOUNT
6/03	1968	1225.82	6/28	1987*	2189.00
6/14	1977*	2189.00	6/28	1988	1173.74
6/14	1978	1128.37	6/28	1989	1462.82
6/14	1979	1462.82	6/28	1990	940.34
6/14	1980	940.34	6/28	1991	1390.93
6/14	1981	1155.47	6/28	1992	1919.87
6/14	1982	1784.10	6/28	1993	1158.99
6/14	1983	1158.99	6/28	1994	1163.63
6/14	1984	1272.69	6/05	8155*	205.90



000110003643

PAGE 3

NIPOMO COMMUNITY SERVICES DIST

Statement of Accounts

CONTINUATION OF MONEY MARKET CHECKING ACCOUNT # 800288601....

YOUR CHECKS IN SERIAL NUMBER ORDER.....

DATE...CHECK NO.....AMOUNT	DATE...CHECK NO.....AMOUNT
6/06 8199* 127.85	6/17 8275 11.00
6/19 8210* 100.00	6/19 8276 100.00
6/04 8232* 109.08	6/17 8277 174.45
6/04 8235* 22.16	6/20 8278 261.97
6/06 8238* 4175.93	6/14 8279 11.15
6/10 8239 112.80	6/20 8280 657.88
6/03 8240 100.00	6/17 8281 52.80
6/06 8241 26.18	6/17 8282 91.59
6/04 8242 46.29	6/17 8283 88.22
6/05 8243 157.14	6/19 8284 3006.76
6/07 8244 217.81	6/14 8285 100.00
6/19 8245 100.00	6/12 8286 100.00
6/03 8246 526.39	6/13 8287 12.66
6/05 8247 19691.87	6/14 8288 35.00
6/05 8248 248.74	6/17 8289 316.11
6/04 8249 481.17	6/17 8290 7739.00
6/05 8250 56.87	6/28 8310* 58.76
6/04 8253* 100.00	6/28 8311 300.00
6/10 8254 660.00	6/28 8312 3707.41
6/06 8255 16.86	6/28 8315* 37.69
6/03 8256 106.80	6/05 17724* 421.30
6/06 8257 195.00	6/19 17726* 1.50
6/12 8258 537.60	6/03 17727 484.05
6/04 8259 17814.84	6/04 17728 475.75
6/04 8260 721.37	6/06 17729 94.45
6/05 8261 100.00	6/07 17730 200.00
6/05 8265* 1931.28	6/11 17731 582.82
6/18 8266 483.53	6/20 17732 100.00
6/11 8267 100.00	6/26 17733 100.00
6/17 8268 59.16	6/27 17734 100.00
6/14 8269 67.79	6/20 17735 100.00
6/17 8270 285.80	6/26 17736 100.00
6/18 8272* 167.31	6/28 17737 2799.88
6/27 8273 10300.00	6/27 17738 114.22
6/17 8274 2607.90	6/26 17739 104.09



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PAGE 4

NIPOMO COMMUNITY SERVICES DIST

Statement of Accounts

CONTINUATION OF MONEY MARKET CHECKING ACCOUNT # 800288601....
 YOUR CHECKS IN SERIAL NUMBER ORDER.....
 DATE...CHECK NO.....AMOUNT DATE...CHECK NO.....AMOUNT
 6/27 17741* 5124.69 6/26 17747* 62.81
 6/28 17744* 250.72 6/27 17748 7323.00

* INDICATES A SKIP IN SEQUENTIAL CHECK NUMBERS

DAILY BALANCES.....
 DATE.....BALANCE DATE.....BALANCE DATE.....BALANCE
 5/31 26429.72 6/12 58741.79 6/24 79527.00
 6/03 70957.63 6/13 67519.10 6/25 88096.80
 6/04 60727.71 6/14 58207.88 6/26 93463.35
 6/05 45071.68 6/17 57599.40 6/27 77151.55
 6/06 22452.32 6/18 61551.56 6/28 58597.77
 6/07 10860.46 6/19 61954.03 6/30 58636.77
 6/10 16893.88 6/20 63906.80
 6/11 27358.19 6/21 74726.41

SUMMARY FOR SAVINGS ACCOUNT # 000800288621.....

DATE	AMOUNT	DESCRIPTION	BALANCE
5/31		BEGINNING BALANCE	51221.38
6/03	44000.00	TFR TO CHKG# 800288601	7221.38
6/06	25000.00	TFR FROM CHKG# 800288601	32221.38
6/07	15000.00	TFR FROM CHKG# 800288601	47221.38
6/12	25000.00	TFR TO CHKG# 800288601	22221.38
6/28	298.92	INTEREST PAID	22520.30
6/30		ENDING BALANCE	22520.30



000110003645

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NIPOMO COMMUNITY SERVICES DIST

Statement of Accounts

CONTINUATION OF SAVINGS ACCOUNT # 800288621....
THE INTEREST EARNED ON YOUR ACCOUNT DURING THE
PERIOD 6/01/96 THROUGH 6/30/96 WAS 56.20.
THE ANNUAL PERCENTAGE YIELD EARNED WAS 2.54%.

1996 MARKS MID-STATE BANK'S 35TH YEAR OF BUSINESS
HERE ON THE CENTRAL COAST. TO THANK YOU FOR MAKING OUR
SUCCESS POSSIBLE, PLEASE JOIN US ON WEDNESDAY, JUNE 12 FOR
AN ANNIVERSARY CELEBRATION AT ANY ONE OF OUR 23 OFFICES.



6 TEFFT ST
 NIPOMO CA 93444
 473-7788
 1-800-473-7788

00120013413

STATEMENT DATE
 6/30/96

PAGE 1

NIPOMO COMMUNITY SERVICES DIST
 DBA ASSESS DIST93-1 IMPROVEMENT FUND 1
 PO BOX 326
 NIPOMO CA 93444

Statement of Accounts

SUMMARY FOR MONEY MARKET INVESTMENT ACCOUNT #000817702301.....

BEGINNING BALANCE	5/31/96	1502.91
1 DEPOSITS AND OTHER CREDITS		582.82
CHECKS AND OTHER DEBITS		.00
SERVICE CHARGE		.00
1 INTEREST PAID		1.55
NSF AND OVERDRAFT FEES		.00
ENDING BALANCE		2087.28

INTEREST PAID ON DAILY COLLECTED BALANCE OF		1891.46
YTD INTEREST	47.90	YTD WITHHOLDING .00

THE INTEREST EARNED ON YOUR ACCOUNT DURING THE PERIOD 6/01/96 THROUGH 6/30/96 WAS 1.55.
 THE ANNUAL PERCENTAGE YIELD EARNED WAS 1.00%.

MONEY MARKET INVESTMENT ACCOUNT TRANSACTIONS.....

DATE	AMOUNT	TRANSACTION DESCRIPTION
6/11	582.82	CR DEPOSIT
6/30	1.55	CR INTEREST

DAILY BALANCES.....

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
5/31	1502.91	6/11	2085.73	6/30	2087.28

1996 MARKS MID-STATE BANK'S 35TH YEAR OF BUSINESS
 HERE ON THE CENTRAL COAST. TO THANK YOU FOR MAKING OUR
 SUCCESS POSSIBLE, PLEASE JOIN US ON WEDNESDAY, JUNE 12 FOR
 AN ANNIVERSARY CELEBRATION AT ANY ONE OF OUR 23 OFFICES.

RECEIVED
 JUL 08 1996

NIPOMO COMMUNITY SERVICES DISTRICT

JUL 17 1996

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 17, 1996

MANAGER'S REPORT

1. PUBLIC MEETING ON WOODLAND'S SPECIFIC PLAN

Enclosed is correspondence from the County Department of Planning and Building concerning a meeting being held at the Recreation Center on Monday, July 22 at 7:00 p.m. to discuss the Woodland Specific Plan and project.

2. AMERICAN DESALTING ASSOCIATION CONFERENCE

The American Desalting Association is holding a conference in Monterey August 4-8. Enclosed is their conference agenda.

3. OFFICE BUILDING, STATUS REPORT

The architect, Barry Williams, is finalizing the improvement plans for the new District office building to be located at 148 S. Wilson Street. The architect is in the process of submitting plans to the County for approval and obtaining a building permit. The County approval process could be completed by the first of September, at which time the District could go out to bid for the construction of the new office building.

4. AWWA, CA-NV SECTION CONFERENCE

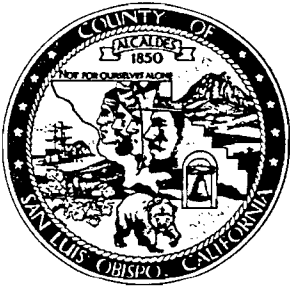
Enclosed is a flyer of the American Water Works Association, California-Nevada Section upcoming conference. If any of the Board members are interested in attending this conferece, they should hold these dates in abeyance.

5. HOUSEHOLD HAZARADOUS WASTES

Enclosed is a flyer received from the County indicating their summer collection days of household wastes.

6. NAAG MEETING, JULY 18, 7:00 P.M.

The Nipomo Area Advisory Group is planning to hold a meeting on July 18, 1996 at 7:00 p.m., tentatively scheduled at Dana School to discuss community activities, etc.



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

ALEX HINDS
DIRECTOR

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
MEMORANDUM

TO: Interested parties **DATE:** July 5, 1996

FROM: John McKenzie, Environmental Division
Jay Johnson, Planning Division

SUBJECT: A Public Meeting for the Woodlands Specific Plan on the Nipomo Mesa

The County of San Luis Obispo and the applicant (PH Property Development Company and RRM Design Group, agent) will be conducting a public meeting to discuss the proposed Woodlands Specific Plan. The purpose of the meeting is to provide a general overview of the project components and county process, as well as receive input from the public prior to the preparation of a draft specific plan and site plan, and prior to the preparation of the Environmental Impact Report.

Where: The Nipomo Recreation Center
170 So. Frontage Road, Nipomo

When: Monday, July 22, 1996
7:00 to 9:00 PM

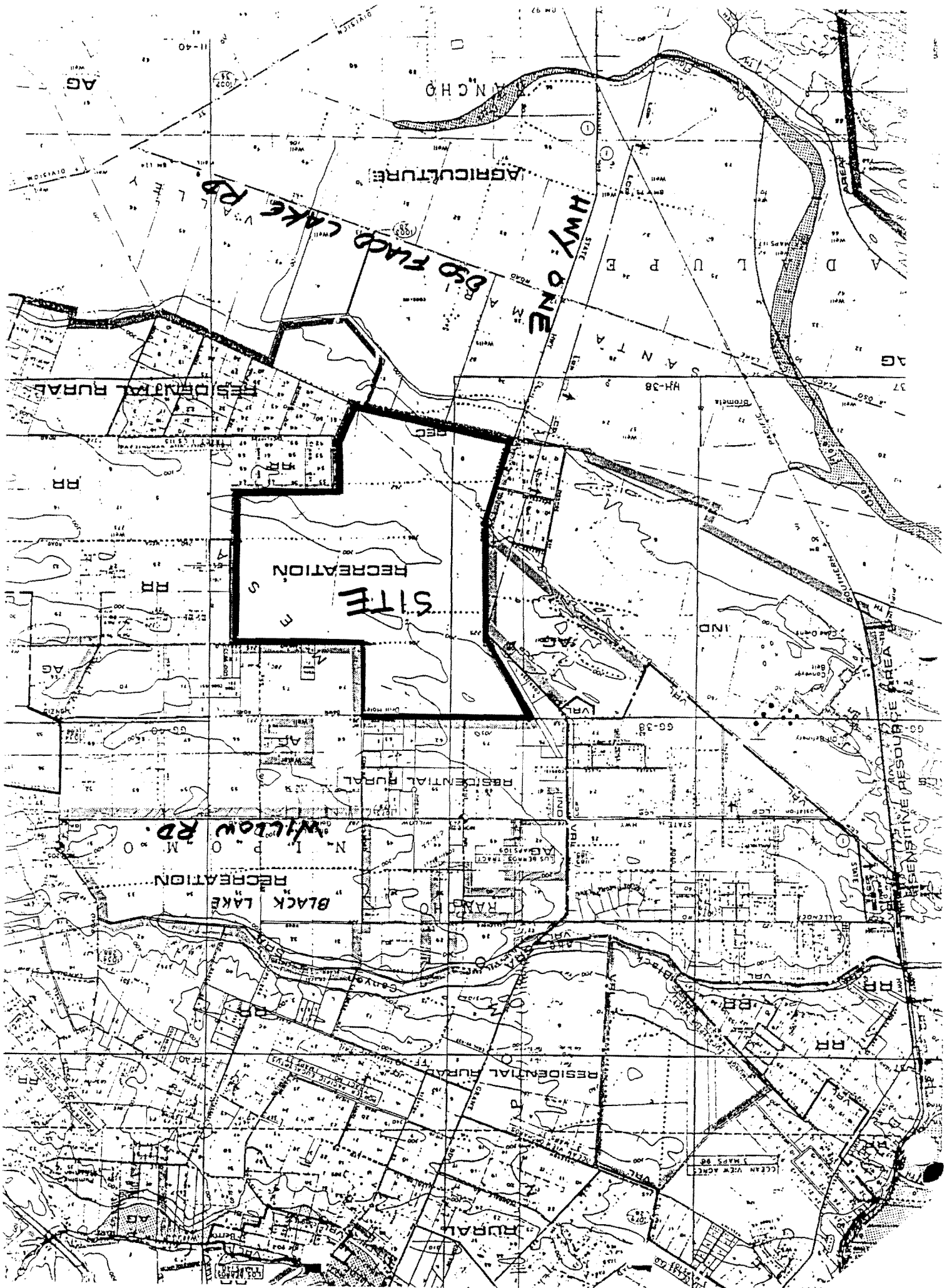
The Woodlands is located on 975 acres on the Nipomo Mesa approximately two miles west of Nipomo. Its boundaries are Dawn Road to the north, Highway 1 to the west, the Nipomo bluff to the south, and Viva Way to the east. A specific plan will be developed for the site that may include the following types of uses: recreational and rural resort (golfing and lodging), business parks, related commercial retail and residential. Other features may include a village center, a park site, a school site, trails and open space.

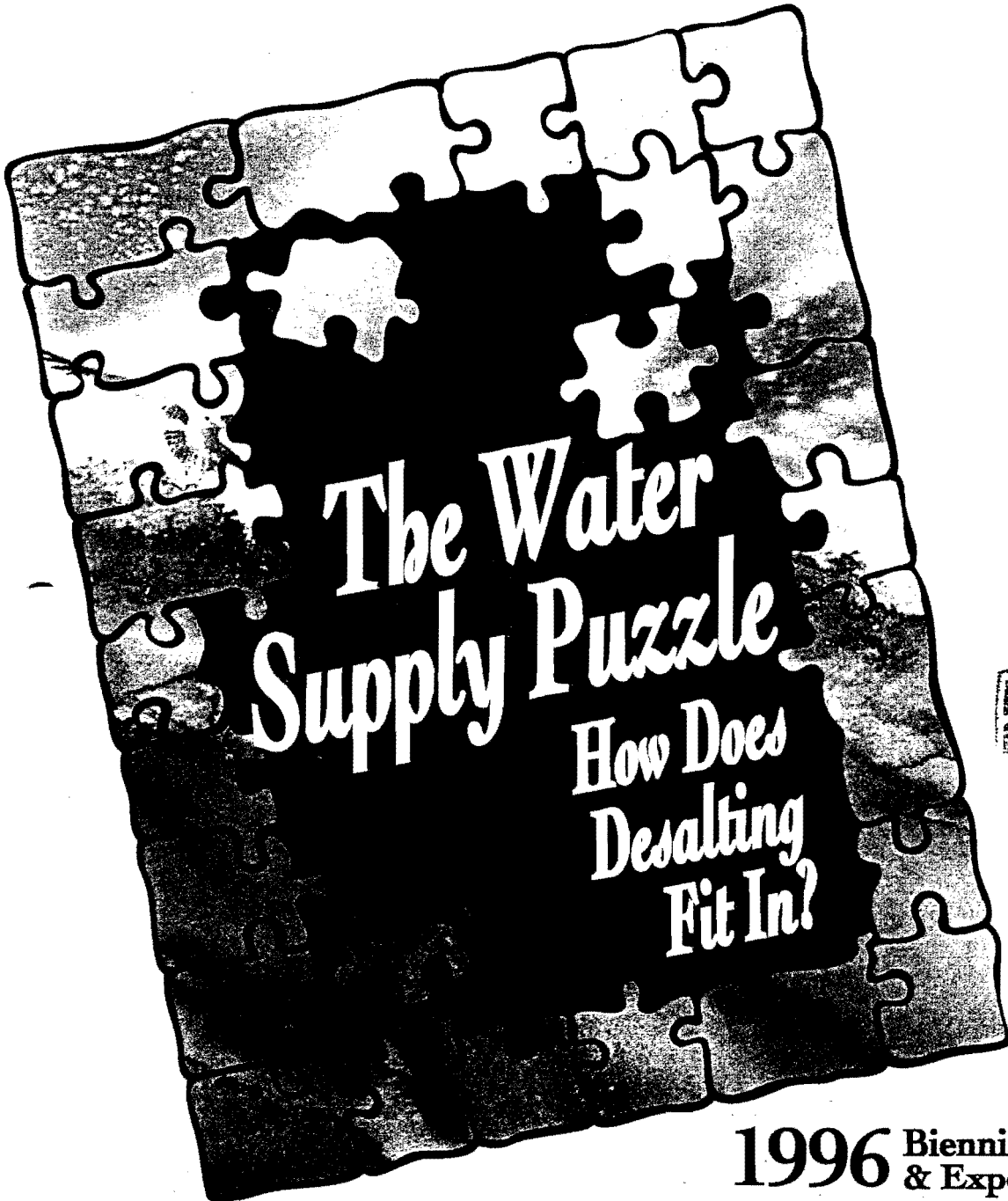
The public and public agencies are encouraged to attend. Should you have any questions please contact John McKenzie or Jay Johnson, County Department of Planning and Building at (805) 781-5600 or for FAX's 781-1242.

RECEIVED

JUL 08 1996

NIPOMO COMMUNITY





RECEIVED

JUL 03 1996

NIPOMO COMMUNITY
SERVICES DISTRICT

**1996 Biennial Conference
& Exposition**

August 4-8, 1996

The Doubletree Hotel
at Fisherman's Wharf
Monterey, California

CONFERENCE PROGRAM

Friday, August 4, 1996

- 6:00 am - 5:00 pm Exhibitor Set Up
- 9:30 am Workshop Registration
- 10:00 am - 4:00 pm Workshop - Virus Removal - The Next Frontier - Is the Membrane Industry Ready? (separate registration)
- 10:00 pm - 5:00 pm Biennial Conference Registration
- 4:00 pm - 7:00 pm Board of Directors Meeting (1996/97 Board Seated)
- 7:00 pm - 8:00 pm Welcome Reception

Monday, August 5, 1996

- 8 am - 5:00 pm Biennial Conference Registration
- 8:30 am - 5:00 pm Exhibits Open
- 8:30 am - 9:30 am Plenary Session & Welcome (Ian Watson, ADA President)

10:00 am - 12:00 pm Concurrent Sessions 1A & 1B

Session 1A

Water Reclamation
 Session Moderator: Dennis Kasper, Parsons Engineering Science
 Session Coordinator: Bob Yamada, San Diego County Water Authority
 Papers:

1. **Repurified Water: State of the Art Technology for the Year 2000** (Peter MacLaggan, San Diego County Water Authority)
2. **Water Repurification Project Membrane Pre-Qualification Program** (Paul Gagliardo, City of San Diego)
3. **The Role of Synthetic Membranes in Advanced Water Treatment** (Greg Leslie, Orange County Water District)
4. **Water Reclamation Using Electrodialysis Reversal: A Texas Experience** (Mike Higgins, Moody Gardens)

Session 1B

International Desalting Experience
 Session Moderator: Leon Awerbuch, Bechtel Power Corporation
 Session Coordinator: Randy Truby, Fluid Systems, Inc.
 Papers:

1. **Evaluation of Global Seawater Reverse Osmosis Capital and Operating Costs** (Irving Moch, T. Moch & Associates)
2. **Groundwater Remediation Project - Kwinana Nickel Refinery** (O.J. Morris, Black & Veatch)
3. **The Turkmenistan RO Water Treatment Plant - Humanitarian Relief in the Aral Sea Disaster Zone** (Henry Sheldon, CH2M Hill)
4. **20 Years Operating Experience with Brackish Water RO - A Case Study** (Robert Kadaj, American Engineering Services, Inc.)

12:00 pm - 1:30 pm Luncheon
 Keynote Address: Dave Kennedy*, CA Department of Water Resources

1:30 pm - 4:45 pm Concurrent Sessions 2A & 2B

Session 2A

Desalting Concentrate
 Session Moderator: John Parris, Kimley-Horn & Associates
 Session Coordinator: David Brown, Jupiter Water System
 Papers:

1. **Common Ion Toxicity: Interim Report on an AWWARF Research Project** (Mike Mickle, CH2M Hill)
2. **Common Ion Toxicity: Concentrate Ion "Imbalance"** (Steve Wilson, Florida DEP)

3. **An Innovative Solution to Blend Membrane Softening Concentrate with Secondary Wastewater Effluent for Golf Course Irrigation** (Robert Pontek, Martin Co.)
4. **Successful Permitting for the Discharge of Membrane Concentrate from a Large Municipal Reverse Osmosis Plant: The City of Chesapeake Experience** (Edwin Fleisher, CH2M Hill)
5. **Assessment of Calcium Scaling of a Deep Well Injection System** (Robert Carnahan, UCF)

Session 2B

Manufacturer's Forum
 Session Moderator: Steve Cappos, Fluid Systems, Inc.
 Session Coordinator: Pete Darby, Advanced Structures, Inc.
 Papers:

1. **"In the End or On the Side" - A Process Design Questionnaire** (Charles Harris, Hydropro)
2. **Vari-Ro Desalting Pilot Plant** (Willard Childs, Vari Pump)
3. **Improvements in the Economics of Reverse Osmosis Desalination Through Advanced Pumping and Energy Recovery Technology** (Eli Okejas, Jr., Pump Engineering)
4. **The Electrodionization (EDI) Process** (Robert Allison, Ionics)
5. **Distillation or Reverse Osmosis? An Update Comparison of Current Technology for Seawater Desalination** (Phil Elovic, IDE)

4:45 pm - 6:45 pm Exhibitors Reception in Exhibit Hall
 Co-Sponsored by: Hydropro, Inc. and Afton Pumps

Tuesday, August 6, 1996

- 8:00 am - 5:00 pm Registration
- 8:00 am - 5:00 pm Exhibits Open
- 8:00 am - 5:00 pm Viewing of Poster Presentations (the authors of the Poster Presentations will be with their posters and available to answer questions from 11:30 - 1:30 pm)
 Posters:

1. **Zeta Potential Measurements of Reverse Osmosis and Nanofiltration Membranes** (Amy Childress, UCLA)
2. **Fouling of Nanofiltration Membrane by Natural Organic Matter** (Seungkwan Hong, UCLA)
3. **Desalination On Line** (Nabil ElRamly, Professor Emeritus, University of Hawaii, and Dr. Linda Volonino, Canisius College, New York)
4. **A Methodology for Measuring Ion Balance Toxicity in Membrane Concentrates** (Ed Weinberg, Kimley-Horn and Associates)
5. **Pilot Testing to Meet Glamorous Water Needs in Beverly Hills, CA** (William Everest, Boyle Engineering)
6. **Next Generation Reverse Osmosis Water Purification Units (ROWPU) Using Hollow Fiber** (Richard O. Meyers, Jr., Dupont)
7. **Membrane Processes Meet Surface Water Treatment Requirements: Four Case Studies** (Julie Nemeth, Harn R/O Systems)
8. **Materials Compatibility (Corrosion) Testing of Three Biocides for the Yuma Desalting Plant** (Lisa Henthorne, Bureau of Reclamation)

8:30 am - 11:45 am Concurrent Sessions 3A & 3B

Session 3A

Case Studies
 Session Moderator: Lou Beck, Department of Water Resources (California)
 Session Coordinator: Ken Thompson, Irvine Ranch Water District
 Papers:

1. **Membrane Treatment of Surface and Ground Water in Chesapeake, Virginia** (Frank Sanders, City

*Invited

- of Chesapeake)
2. **The Installation and Startup of Long-Term Leased, Membrane Based, Water Treatment Equipment** (Dick Verdiun, Florida Power & Light)
 3. **Design Considerations for North Dakota's First Membrane Softening Plant** (Steve Burian, Advanced Engineering)
 4. **Santa Barbara's Desalination Facility: Going for the Long Term** (Stephen Mack, Santa Barbara, CA)
 5. **Sarasota, Florida 12 mgd Electrodialysis Reversal (EDR)** (Ed Geishecker, Ionics)

Session 3B

- Desalination Research**
 Session Moderator: Irving Moch, I. Moch & Associates
 Session Coordinator: Professor Julius Glator, UCLA
 Papers:
1. **Reverse Osmosis Preservation Study** (William Varnara, NAVFACENG)
 2. **Expert System for Determining Performance and Costs for Membrane Systems** (Miriam Heller, Rice University)
 3. **Long Term Storage of Reverse Osmosis Membranes in Three Biocides** (Lisa Henthorne, Bureau of Reclamation)
 4. **Removing Arsenic From Water Using Reverse Osmosis and Nanofiltration Membranes** (John Waypa, University of California, Los Angeles)
 5. **Desalting in Wastewater Reclamation using Capacitive Deionization with Carbon Electrodes** (J. H. Richardson, Lawrence Livermore)

11:45 - 1:30 pm

Lunch Break (on own)

1:30 - 4:45 pm

Concurrent Sessions 4A & 4B

Session 4A

- Seawater Desalination**
 Session Moderator: Stuart McClellan, Dow Chemical Company
 Session Coordinator: O.J. Morin, Black & Veatch
 Papers:
1. **Design Elements of the Cambria Seawater Desalting Plant** (Christopher Martin, Boyle Engineering)
 2. **Retrofitting and Repowering of Coastal Power Stations to Augment Water Supplies in Southern California: A Study of Alternatives** (Ismat Kamal, Fluor Daniel)
 3. **Economic Feasibility Study of a 10 mgd Seawater Desalting System using Reject Steam from the Turbine Last Stage in Power Plants** (E. Neville Hunter, Veda, Inc.)
 4. **Marina Coast Water District Desalination Project** (Margo Nottenkamper, Milestone Planning)
 5. **Desalting the Gulf of Mexico for the Future of Tampa Bay** (Mark Farrell, South West Florida Water Management District)

Session 4B

- Pre and Post Treatment Considerations**
 Session Moderator: Glenn McPherson, Boyle Engineering
 Session Coordinator: Gordon Hess, San Diego County Water Authority
 Papers:
1. **Testing Seawater Prefiltration Systems for the Military ROWPU** (Mark Miller, NAVFACENG)
 2. **Expanding the Window of RO Municipal Applications and the Importance of Pilot Testing** (Patrick Sullivan, FMC Corporation)
 3. **Taming the Aggressiveness of Desalted Water** (Paul Culler, SeaTec)
 4. **RO Operation with a High Concentration of Silica in the Brine— 200 to 250 mg/L** (Scott Freeman, Black & Veatch)

5. **Evaluation of Alternative Pre-Treatment Processes for a Surface Water Source** (James Vickers, Malcolm Pirnie)

7:00 pm - 7:30 pm

Reception in Exhibit Area

7:30 pm - 10:00 pm

Annual Banquet & Awards Presentation
 Keynote Address: Marc Del Piere*, CA State Water Resources Control Board

Wednesday, August 7, 1996

8:00 am - 4:00 pm

Registration

8:00 am - 9:00 am

General Session Breakfast and Annual Meeting

9:00 am - 2:00 pm

Concurrent Sessions 5A & 5B

Session 5A

- Brackish Water Desalination**
 Session Moderator: Bob Yamada, San Diego County Water Authority
 Session Coordinator: William R. Mills Jr., Orange County Water District
 Papers:
1. **MWD Desalination Demonstration Project Test Program** (David W. Dean Metropolitan Water Districts and Abraham Ophir, Israel Desalination Engineering)
 2. **New Generation of Low Pressure, High Salt Rejection Reverse Osmosis Membranes** (Mark Wilf)
 3. **Membrane Train Configuration Using New Generation of High Specific Flux Membranes** (Shannon La Rocque, Hutcheon Engineering)
 4. **The Long Road to Implementing the First Phase of the Santa Ana Watershed Project Authority Chino Basin Desalination Program** (Mike Wright, SAWPA)
 5. **Coping with a Variable TDS Brackish Water During the Retrofit Expansion of a Desalting Facility** (Steve Duranceau, Boyle Engineering Corporation)

Session 5B

- Potpourri**
 Session Moderator: Tom Leahy, City of Virginia Beach
 Session Coordinator: Jack Jorgensen, Consultant
 Papers:
1. **Managing Severe Biofouling** (David H. Paul, D.H. Paul, Inc.)
 2. **Desalting for the Mining Industry** (William Hendershaw, Hydropro)
 3. **Modeling of Pumping-Induced Water Quality Changes in the Floridian Aquifer at the North Collier County, Florida Wellfield** (Akintunde Owosina, Missimer)
 4. **Is South Florida Entering a Period of Increasing Drought?** (John Potts, Kimley Horn & Associates)

12 pm - 4:45 pm

Exhibitor tear down

2:00 pm - 5:00 pm

Golf Tournament

4:00 pm - 7:00 pm

Board of Directors Meeting (1996-97 Board Members)

7:00 pm - 8:30 pm

Special Reception at the Monterey Bay Aquarium & Golf Tournament Awards (separate registration)

Thursday, August 8, 1996

Marina Coast Water District Desalination Project Tour

* Invited

Water Resources For A Desert Environment

AWWA *CA • NV Section*

Fall Conference

Palm Springs, Calif.

October 15-18, 1996

Tentative Schedule:

Sunday/Monday

Golf Tournament

Monday

Preconference events

Tuesday

Committee meetings

Wednesday

Opening session

Awards luncheon

Technical program

Exhibits

Technical tour

Spouse/guest tour

Thursday

Technical program

Exhibits

Technical tour

Spouse/guest tour

Banquet

Friday

Technical program

Small Systems Day

SAN LUIS OBISPO COUNTY ENGINEERING DEPARTMENT

COUNTY GOVERNMENT CENTER • ROOM 207 • SAN LUIS OBISPO, CALIFORNIA 93408

TIMOTHY P. NANSON
COUNTY ENGINEER
GLEN L. PRIDDY
DEPUTY COUNTY ENGINEER
ENGINEERING SERVICES
NOEL KING
DEPUTY COUNTY ENGINEER
ADMINISTRATION

PHONE (805) 781-5252 • FAX (805) 781-1229



ROADS
SOLID WASTE
FRANCHISE ADMINISTRATION
WATER RESOURCES
COUNTY SURVEYOR
SPECIAL DISTRICTS

July 3, 1996

Doug Jones, General Manager
Nipomo Community Services District
PO Box 326
Nipomo CA 93444

Subject: Household Hazardous Waste Collection Days

Dear Mr. Jones::

Enclosed please find flyers for the upcoming summer household hazardous waste collection days. These events are free for all County residents and are sponsored by the Integrated Waste Management Authority (IWMA). Please post the flyer in your office as well as other high traffic areas in the community. Note that there is an 800 number provided on the flyer for people to make an appointment to participate in the event. Any questions about the event can be directed either to that 800 number or locally to the information line for the IWMA: 782-8951.

Thank you for your help. If you have any questions about the event, please call me.

Sincerely,


MARY WHITTLESEY
Solid Waste Coordinator

RECEIVED

JUL 09 1996

Enclosure

NIPOMO COMMUNITY
SERVICES DISTRICT

File: SW 4.3.2.2 HHW Events

t:\waste\hhwevent.mmo.lna

Free

Household Hazardous Waste Collection Days

Summer 1996 Schedule



Saturday
Saturday
Saturday
Saturday

July 13
August 3
August 24
September 14

San Luis Obispo
Morro Bay
Grover Beach
Atascadero

Appointment is Required Call: 1-800-952-5566

San Luis Obispo County residents* and small businesses can bring household hazardous materials to the next collection day.



What is Household Hazardous Waste?

Household Hazardous Waste is waste from products purchased for household use. The following common items are Household Hazardous Waste and may be disposed of *for free* at the collection event. Call 1-800-952-5566.

GARAGE

- Motor Oil
- Antifreeze
- Brake Fluid
- Rust Preventative
- Auto Batteries

GARDEN

- Insect Spray
- Weed Killers
- Pool Chemicals
- Pesticides
- Snail Bait

HOUSE

- Drain Cleaners
- Deodorizers
- Aerosol Cans
- Oven Cleaners
- Flashlight Batteries

WORKSHOP

- Photograph Chemicals
- Wood Preservatives
- Paint Thinner
- Paint
- Rechargeable Batteries

Sponsored by the San Luis Obispo County Integrated Waste Management Authority

WARRANTS JULY 17, 1996

HAND WRITTEN CHECKS

<u>CHECK #</u>	<u>NAME</u>	<u>AMOUNT</u>
<u>Other</u>		
17763	NCSD A/D 93-1	1,791.21
17764	County of SLO	180.10
17765	FGL	75.20
17766	Garing, Taylor	8,598.83
17767	Groeniger & Co.	410.07
17768	Perry Louck, CPA	836.00
17769	Mission Uniform	137.85
17770	Shipsey & Seitz	2,349.86
17771	Soares Vacuum	1,050.00
17772	Taylor Made	88.70
17773	Wyatt & Baker	3,011.96
17775	All Pure Chemical	492.53
17776	CPS	885.00
17777	GTE California	25.82
17778	Groeniger & Co.	66.89
17779	D. Johnson	81.07
17780	Russco	93.94
17781	SDRMA	31,499.00
17782	Bob Blair	100.00
17783	Katie Fairbanks	100.00
17784	Alex Mendoza	100.00
17785	Al Simon	100.00
17786	Steve Small	100.00
17787	State Comp Fund	2,523.95
17788	Cathodic Protection	3,028.00
17789	Country Connections	412.90
17790	K Heitkam Yee	21.43
17791	Barry Williams	4,008.50
17792	FGL Environmental	75.20
17793	Taylor Made	37.55

VOIDS

17774
 1995

NET PAYROLL

ck# 1996-2003 \$12,111.23