

# NIPOMO COMMUNITY SERVICES DISTRICT

## AGENDA

REGULAR BOARD MEETING MARCH 19, 1997 7:00 P.M.  
BOARD ROOM 261 W. DANA STREET, SUITE 100 NIPOMO, CA

### BOARD MEMBERS

KATHLEEN FAIRBANKS, **PRESIDENT**  
ALEX MENDOZA, **VICE PRESIDENT**  
AL SIMON, **DIRECTOR**  
ROBERT BLAIR, **DIRECTOR**  
GENE KAYE, **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 MARCH 5, 1997

### PUBLIC COMMENTS PERIOD

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

### BOARD ADMINISTRATION (The following may be discussed and acted on by the Board.)

3. FIRE SERVICE OUTSIDE DISTRICT  
Mr. Herrera is requesting to install a fire hydrant, outside the District boundary, on Dana-Foothill Rd. to provide fire protection for his residence.
4. EMERGENCY TURNOUT ON COASTAL AQUEDUCT  
Consideration to request the SLO Flood Control and Water Conservation District for an emergency turnout on the Coastal Aqueduct.
5. ACCEPT IMPROVEMENTS FOR PROJECT CO 94-038  
Acceptance of Offer of Dedication and Engineer's Certification for Project No. 94-038, a 4 lot development on Live Oak Ridge.
6. WIRE TRANSFER AGREEMENT  
Approve a wire transfer agreement with Mid-State Bank for the District's financial transactions.

### FINANCIAL REPORT

7. APPROVAL OF WARRANTS

### OTHER BUSINESS

8. MANAGER'S REPORT
  1. CALLENDAR WATER ASSOC. CORRESPONDENCE
  2. CSDA - Government Affairs Day
  3. US WATER NEWS - DROUGHT PREDICTION
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
2. Existing Litigation, Pratt vs. NCSD Case No. CV 79715 GC§54956  
\*GC§ refers to Government Code Sections

### ADJOURN

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

REGULAR BOARD MEETING MARCH 5, 1997 7:00 P.M.  
BOARD ROOM 261 W. DANA STREET, SUITE 100 NIPOMO, CA

### **BOARD MEMBERS**

KATHLEEN FAIRBANKS, **PRESIDENT**  
ALEX MENDOZA, **VICE PRESIDENT**  
AL SIMON, **DIRECTOR**  
ROBERT BLAIR, **DIRECTOR**  
GENE KAYE, **DIRECTOR**

### **STAFF**

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

### **CALL TO ORDER AND FLAG SALUTE**

President Fairbanks opened the meeting at 7:07 p.m. and led the flag salute.

### **ROLL CALL**

At Roll Call the all Board members were present.

### **APPROVAL OF MINUTES**

1. REGULAR MEETING OF FEBRUARY 19, 1997

Upon motion of Director Kaye and seconded by Director Mendoza,  
the Board unanimously approved the Minutes of the February 19, 1997 meeting.

### **PUBLIC COMMENTS PERIOD**

2. PUBLIC COMMENTS

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

President Fairbanks asked if there were any Public Comments on matters  
other than scheduled items. There were none.

### **BOARD ADMINISTRATION** (The following may be discussed and acted on by the Board.)

To accommodate Mr. Sullivan from Cypress Ridge, President Fairbanks  
skipped to Item 6 Manager's Report (Cypress Ridge). Mr. Sullivan  
commented on the letter drafted to Jay Johnson of the County Planning  
Department. He stated that the studies made for their project showed  
very little change in the groundwater for the area. There was discussion  
about the project. Upon motion of Director Kaye and seconded by  
Director Mendoza, the Board agreed to direct staff to send the letter.

3. NIPOMO CREEK CROSSING - ENGINEERING SERVICES

Consider awarding an agreement for engineering design services for a second  
Nipomo Creek water line crossing to Cannon Associates

Mr. Jones explained that requests for proposals were sent to six professional  
engineering firms to design a second water pipeline across Nipomo Creek to  
connect the east side of Nipomo with the west side. Only two proposals were  
received. Cannon Associates had the low responsible bid. There were no public  
comments. Upon motion of Director Blair and seconded by Director Simon, the  
Board unanimously approved Resolution 97-609 awarding the engineering  
services to Cannon Associates at a bid of \$9,600.00.

**RESOLUTION NO. 97-609**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE NIPOMO COMMUNITY SERVICES DISTRICT**  
**AWARDING ENGINEERING SERVICES TO CANNON ASSOCIATES**

4. SEWER GRANT - SANITARY SURVEY - STAFF REPORT

The District's Federal Grant, that helped pay for the sewer collector system and treatment facility, at the 10th year (now) requires the District to survey all septic tank systems within the original Prohibition Area.

Mr. Jones explained about the need to conduct a sewer survey. One of the conditions of the Federal Grant received include a survey of the homes within the Prohibition Zone that are not connected to the Nipomo sewer system. Upon motion of Director Simon and seconded by Director Blair, the Board unanimously agreed to start the survey project and authorized payment to San Luis Obispo County Health Department for actually doing the survey.

**FINANCIAL REPORT**

5. APPROVAL OF WARRANTS

Upon motion of Director Kaye, seconded by Director Blair, the Board unanimously approved the Warrants presented at the March 5, 1997 meeting.

**OTHER BUSINESS**

6. MANAGER'S REPORT

Manager Jones presented information on the following:

1. AWWA ANNUAL SECTION CONFERENCE
2. WRAC MEETING
3. CARBON AEROGEL INFORMATION
4. CYPRESS RIDGE LETTER TO THE COUNTY  
(This item was discussed before Item 3 on the agenda.)

7. DIRECTORS COMMENTS

Mr. Kaye commented that he enjoyed the Friday evening get-together for CSDA . Would like to direct staff to return with information about a State Water turnout.

8. PUBLIC COMMENTS

John Snyder explained his ideas about spreading State Water

Jon Seitz, Legal Counsel for the District, explained the need for the Board to go into Closed Session. At 8:4520 p.m. the President Fairbanks closed the meeting to discuss the following

**CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL**

Existing Litigation, Pratt vs. NCSD Case No. CV 79715 GC§54956

\*GC§ refers to Government Code Sections

The Board came back into open session with no reportable action.

**ADJOURN**

President Fairbanks adjourned the meeting at 8:40 p.m.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 19, 1997

**AGENDA ITEM**

**3**

**MAR 19 1997**

### FIRE HYDRANT AT FOOTHILL STORAGE TANKS

Mr. Herrera has approached the District about installing a fire hydrant at the District's storage facilities at Dana-Foothill Rd. and Tefft St. where Mr. Herrera has constructed a home. The CDF/County Fire has requested the applicant to either install a 10,000 gallon storage facility or have off-site fire protection. A fire hydrant could be installed on the pipeline going to the storage facilities to provide appropriate fire protection to this residence.

This property is outside the District boundary. If the Board wishes to provide fire protection, the following should be considered:

- 1) The fire hydrant should be installed at the property owner's expense.
- 2) Charge a monthly fee for providing a private fire protection service for the home. A fire hydrant is equivalent to a 6" fire service in which the District's monthly fee is \$9.00. Since this is outside the District boundary, it would be twice this amount.
- 3) Enter into an agreement in which the District is not held liable if there is no water in the storage facilities and pay for the legal costs in preparing this agreement.

The Board should be aware that providing fire service outside District boundaries may not be prudent for the following reasons:

- Lack of Control (No enforcement of District Codes)
- Theft of water
- Enforcement of non-payment
- Damage to hydrants (loss of water)

NIPOMO CALIFORNIA FEBRUARY 27, 1997.

PROPERTY ADDRESS: 135 N. DANA FOOT HILL  
NIPOMO CA. 93444

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED GILBERTO HERRERA WITH RESIDENCE ADDRESS MENTIONED ABOVE, AM INTERESTED AND AT THE SAME TIME I NEED ONE OR TWO HYDRANTS WHICH IS A REQUIEREMENT THAT I HAVE TO FULFIL FOR THE FIREDEPARTMENT. MY PROPERTY IS LOCATED APROXIMATELY ONE BLOCK FORM THE WATER WELL AND WATER CONTAINERS AND I WOULD LIKE TO KNOW IF THE HYDRANTS COULD BE CONECTED TO THE MAIN LINE LOCATED IN FRONT OF MY PROPERTY. I APPRECIATE YOUR INFORMATION CONCERNING THIS MATTER WHICH IS GREATLY APPRECIATED.

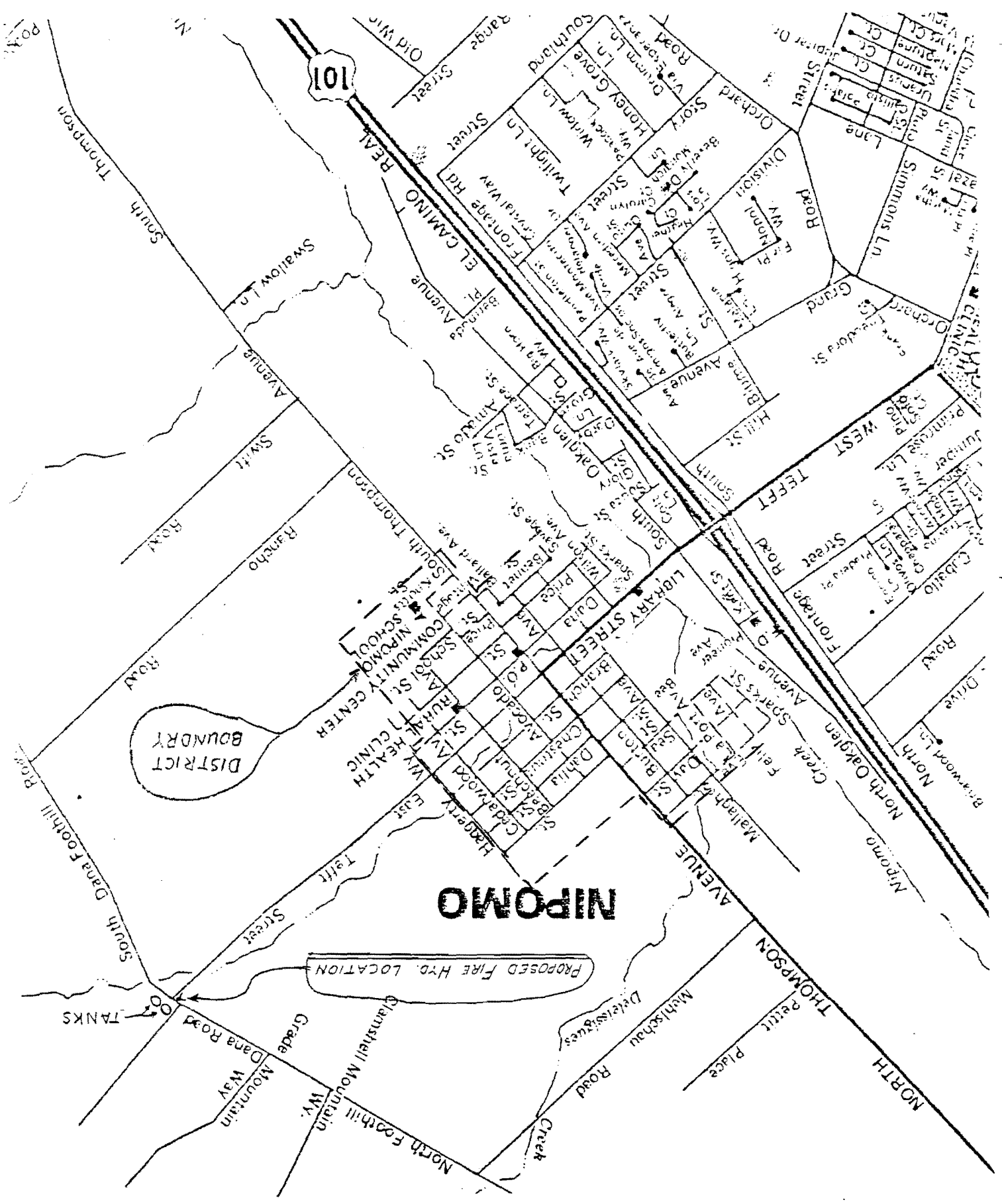
SINCERELY

  
\_\_\_\_\_  
GILBERTO HERRERA

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MAR 04 1997

NIPOMO COMMUNITY  
SERVICES DISTRICT



# NIPOMO

PROPOSED FIRE HYD. LOCATION

**AGENDA ITEM**



**MAR 19 1997**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 19, 1997

### EMERGENCY TURNOUT ON THE COASTAL BRANCH AQUEDUCT

At the Regular Board Meeting held on March 5, 1997, your Honorable Board directed staff to revisit the concept of having an emergency turnout on the Coastal Branch Aqueduct of the State Water Project. This matter was considered in the summer of 1994. The District requested the emergency turnout through the San Luis Obispo County Flood Control and Water Conservation District. The Board of Supervisors (Directors of the Flood Control District) rejected the District's request on a 3 to 2 vote. The 1994 correspondence from the District to the Flood Control District and their staff report to their Board of Directors (Supervisors) is attached for the Board's review.

Since the summer of 1994 the makeup of the Board of Supervisors has been changed via the election process. An emergency backup water supply for the residents of the Nipomo Community Services District may be viewed more favorably with the current Board of Supervisors.

If your Honorable Board wishes to proceed in the process of acquiring an emergency turnout, they may so direct staff.

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# NIPOMO COMMUNITY SERVICES DISTRICT

P O BOX 326  
NIPOMO, CA 93444  
(805) 929-1133 FAX (805) 929-1932

June 16, 1994

Clint Milne, County Engineer  
San Luis Obispo County Flood Control  
and Water Conservation District  
Government Center, Room 207  
San Luis Obispo, CA 93408

## EMERGENCY TURNOUT

The Nipomo Community Services District is requesting the San Luis Obispo County Flood Control and Water Conservation District for a turnout to be constructed on the Coastal Branch of the State Water Project in the community of Nipomo. The concept of this proposed turnout would be for an emergency backup water supply for the District in the case of a major failure of its production and/or storage system or contamination of the District's water supply. It is proposed that the turnout be constructed but not connected to the District's distribution system.

The proposed location of the turnout would be at the end of the Construction Unit No. 5 at Tefft St. in Nipomo. The anticipated flow rate would be up to three cubic feet per second through a ten or twelve inch control structure.

Since there are certain time restraints with respect to this project, please advise if any additional information is needed or if the District can assist the Flood Control District in this matter.

Doug Jones  
General Manager

DJ:d

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SAN LUIS OBISPO COUNTY ENGINEERING DEPARTMENT

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

CLINTON MILNE  
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  
TRANSIT  
FLOOD CONTROL  
WATER CONSERVATION  
COUNTY SURVEYOR  
SPECIAL DISTRICTS

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JUL 19 1994

NIPOMO COMMUNITY SERVICES DISTRICT

July 19, 1994

The Honorable Board of Supervisors  
San Luis Obispo County Flood Control  
and Water Conservation District  
San Luis Obispo, CA

Subject: State Water Project - Request for Emergency Turnout on the State Water Project Coastal Branch Aqueduct to Serve the Nipomo Community Services District,  
Supervisorial District No. 4

Honorable Board:

Summary

The County Engineer has received a request from the Nipomo Community Services District (NCSD) that the Flood Control and Water Conservation District (District) approve the construction of a turnout on the State Water Project Coastal Branch Aqueduct to serve as an emergency backup water supply for their agency. The aqueduct will be constructed, owned and operated by the State Department of Water Resources (DWR). However, DWR will only work through the District to provide any service to local agencies.

Recommendation

The County Engineer recommends that your Board:

1. Approve in concept the construction of an emergency water supply turnout on the Coastal Branch Aqueduct to serve the Nipomo Community Services District.
2. Direct the County Engineer to work with NCSD, DWR, and the Central Coast Water Authority to develop the agreements necessary to construct the turnout and to provide that NCSD will pay all costs for the construction and

ongoing operation and maintenance of the turnout, as well as, a fair share of other State Water Project and water treatment plant costs.

3. Direct the County Engineer to bring the agreement to your Board for final approval and execution at a future date.

### Discussion

The County Engineer has received the attached letter dated June 16, 1994 from Mr. Doug Jones, General Manager of the Nipomo Community Service District. The letter requests that a turnout on the State Water Project Coastal Branch Aqueduct be constructed to provide an "emergency backup water supply". The letter requests that the turnout be constructed, but not connected to the NCSD's distribution system.

The Nipomo Community Services District is not a contractor for State Water. NCSD was included with the agencies that were considered for service in the original environmental documents for the State Water Project Coastal Branch and the local facilities. When the time came for NCSD to be included in the State Water Project, an election was held and the results mandated that NCSD not participate in the project. The concept of an emergency turnout was not contemplated at the time of the election.

This proposal would not give NCSD the right to take any water from the State Project. If there were an emergency situation that caused NCSD to lose the use of their wells, they would have to negotiate with a State Water contractor for a temporary supply or with the State Department of Water Resources for drought emergency bank pool water. The turnout would also make it possible for NCSD to transfer non-project water from other agencies in the State.

There are provisions in the State Water Code which permit the transfer of water from one agency to another through transmission facilities of a third agency. These provisions in the Water Code were designed to encourage water transfers among agencies and particularly to help out in emergency situations.

Procedures and payments for use of Coastal Branch Aqueduct to transfer temporary water to NCSD will be covered in the agreements to be developed for construction of the turnout.

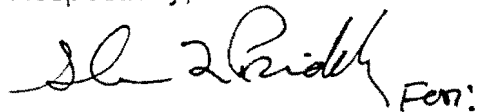
### Other Agency Involvement

The construction of an emergency water supply turnout for the Nipomo Community Services District will require the approval of both the State Department of Water Resources and the Central Coast Water Authority.

Financial Considerations

All costs of the turnout construction, operation, and maintenance will be borne by NCSD. The ongoing costs to all other Local State Water Contractors will be reduced by the amount of whatever standby charges are included in the future agreement for the turnout.

Respectfully,

Handwritten signature of Clinton Milne in black ink, with the name "Clinton Milne" written in a cursive script.

CLINTON MILNE  
County Engineer

Attachment

cc: Don Kurosaka, State Department of Water Resources  
Dan Masnada, Central Coast Water Authority  
✓ Mr. Douglas Jones, General Manager, Nipomo Community Services District

File: SWP/DWR-Coastal Branch  
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## DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836  
CRAMENTO, CA 94236-0001  
(916) 653-5791



JUNE 15 1994

Mr. Doug Jones  
General Manager  
Nipomo Community Services District  
Post Office Box 326  
Nipomo, California 93444

Dear Mr. Jones:

This is in reply to your letter of April 5, 1994 requesting information on establishing a permanent turnout on the Coastal Aqueduct for emergency use of the Nipomo Community Services District.

The Department of Water Resources has a long-term water supply contract with the San Luis Obispo County Flood Control and Water Conservation District who is responsible for State Water Project water deliveries in your area. In order for a turnout in your District to be given consideration, it will be necessary that your District work through San Luis Obispo County. A request from the County to the Department will trigger an analysis by the Department which in turn if favorable, could lead to the preparation of documents for the construction, operation and maintenance of a turnout. The Department's approval process could take up to five or six months. The Department is currently in the design phase of Reach 5 and 6 where your turnout would be located and expects to advertise construction contracts for those reaches in September and November, respectively, this year. Therefore, timing of your request through the County is critical. Reimbursement of all Department expenses including, but not

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JUN 21 1994

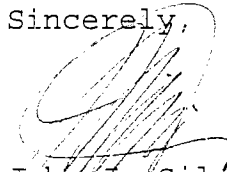
NIPOMO COMMUNITY  
SERVICES DISTRICT

Mr. Doug Jones  
JUNE 15 1994  
Page Two

limited to, agreement preparation and review, and approval of plans and specifications would be required.

If you have any questions or need more information please contact Donald R. Long, Chief, State Water Project Analysis Office at (916) 653-4313 or Don Kurosaka, Project Manager, at (916) 653-5026.

Sincerely,



John J. Silveira  
Deputy Director

cc: Mr. Clint Milne  
County Engineer  
County Engineering Department  
County of San Luis Obispo  
County Government Center, Room 207  
San Luis Obispo, California 93408

Mr. Rob Almy  
Water Agency Planning Manager  
Santa Barbara County Water Agency  
123 East Anapama Street  
Santa Barbara, California 93101-2058

Mr. Dan Masnada  
Executive Director  
Central Coast Water Authority  
1933 Cliff Drive, Suite 12  
Santa Barbara, California 93109

# CDF / SLO COUNTY FIRE DEPARTMENT

General Information 805/543-4244  
Fire Prevention/Planning 805/543-2446  
FAX 805/543-6909

635 N. SANTA ROSA • SAN LUIS OBISPO • CALIFORNIA 93405

April 25, 1995

Doug Jones  
Nipomo Community Service District  
PO Box 326  
Nipomo, CA 93444

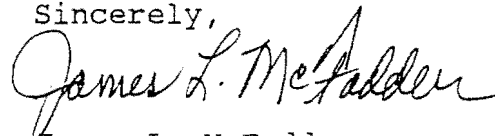
Dear Doug:

As you well know the pipeline for the State Water Project will be passing by the Nipomo area soon. Our department realizes that your district will not be hooking up to this water system. It is also our understanding that your district wishes to take the steps necessary to hook up to this system on an emergency basis only.

In the future should an earthquake or other natural disaster take place, a back up to your water system may be needed. It is our opinion that your district should take the steps necessary to enable a hook-up to this system should a disaster occur making your water system ineffective.

If I can provide additional assistance on this matter, please call Chief Ben Stewart 543-2446.

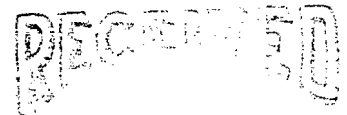
Sincerely,



James L. McFadden  
Fire Chief

iad

cc: Lew Killion, Battalion Chief  
Ben Stewart, Battalion Chief



APR 27 1995

NIPOMO COMMUNITY  
SERVICES DISTRICT



SERVING MANY OF THE UNINCORPORATED AREAS OF SAN LUIS OBISPO COUNTY

Including the communities of:

Avila Valley	Cholame	Heritage Ranch	Pozo	Shandon
California Valley	Creston	Nipomo	Parkhill	Simmier
Carrizo Plains	Harmony	Oak Shores	San Simeon	

Copy of document found at [www.NoNewWipTax.com](http://www.NoNewWipTax.com)



AGENDA ITEM

MAR 19 1997

5

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 19, 1997

ACCEPTING WATER IMPROVEMENTS FOR PROJECT CO 94-038

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer for Project No. CO 94-038, a four (4) lot development on Live Oak Ridge, has installed water services and has met the District's conditions of installing the water improvement, paid associated fees and providing the necessary paperwork, including the Offer of Dedication and the Engineer's Certification. Attached is a resolution accepting the water improvements for Project CO 94-038.

It is staff's recommendation that your Honorable Board approve Resolution 97-Accept.

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**RESOLUTION NO. 97-ACCEPT**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER IMPROVEMENTS FOR PROJECT NO CO 94-038**

**WHEREAS**, on September 21, 1994 the District Board of Directors did conditionally approve water improvements for four (4) lots created by Project No. CO 94-038, and

**WHEREAS**, the District approved and signed the construction plans on May 31, 1995 for the water improvements to be constructed, and

**WHEREAS**, the water improvements have been constructed and said improvements are substantially complete, and

**WHEREAS**, on February 26, 1997 the Owner offered the water improvements to the Nipomo Community Services District, and

**WHEREAS**, this District has accepted such offer without obligation except as required by law, and

**WHEREAS**, all water fees for service, required in conformance with District Ordinances, have been paid in full for four (4) lots created by Project No. CO 94-038, and

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

That the water improvements constructed to serve the lots created by Project No. CO 94-038 are accepted by this 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 \_\_\_\_ day of \_\_\_\_\_ 1997.

\_\_\_\_\_  
Kathleen Fairbanks, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel



Date received

APN 91-741-64  
TRACT 0094-038

OFFER OF DEDICATION

TO THE NIPOMO COMMUNITY SERVICES DISTRICT

The undersigned individual(s), as the authorized representative(s) or the owners of 0094-038 (Tract or Project No.) in the County of San Luis Obispo, hereby offers to DEDICATE to the Nipomo Community Services District for public use the following water or water and sewer system improvements and guarantees all such work that may prove defective in workmanship or materials for a one year period, ordinary wear and tear excepted:

The water or water and sewer improvements shown on the Improvement Plans for 0094-038 approved by the Nipomo Community Services District on (Tract or Project No.)

3-16-97  
(date)

(Owner/s)

Belsten & Becker

By: Paul Behl, owner 2/26/97  
(Name and Title) (date)  
Mark partner 2/26/97  
(Name and Title) (date)

C:\W:\TRACT\OFFER

Date received

APN 91-241-64

TRACT CO94-030

ENGINEER'S IMPROVEMENT CERTIFICATION

I, BEN L. MADDALENA R.C.E.No. RE 12545,  
hereby certify\* that I have reviewed the improvement required for  
the approval of RECORD MAP CO94-030 and shown on the  
Improvement Plans thereof prepared by CENTRAL COAST ENGINEERING  
and approved October 6, 1995 and that said  
improvements were constructed at the horizontal and vertical  
alignment and in substantial conformance with those plans and the  
Standard Improvement Specifications and Drawings of the Nipomo  
Community Services District, or with those approved changes shown  
on the record drawings prepared by me dated JUNE 26, 1996.

Ben L. Maddalena R.C.E. No. RE 12545  
Signed

*\*Certify means to state or declare a professional opinion of conditions whose true properties cannot be known at the time such certification was made, despite appropriate professional evaluation. A design professional's certification of conditions in no way relieves any other party from meeting requirements imposed by contract or other means, including commonly accepted industry practices.*

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AGENDA ITEM  
MAR 19 1997



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 19, 1997

#### WIRE TRANSFER AGREEMENT

Mid-State Bank has instituted a new wire transfer policy and is requesting the District to execute the attached Wire Transfer Agreement. The District uses wire transfers to make deposits and withdrawals between Mid-State Bank and L.A.I.F. (Local Agency Investment Fund) and for the bond payments for the Assessment District.

Attached is a Resolution authorizing the President of the Board, the General Manager and the Assistant Administrator to initiate wire transfers with a limit of \$200,000 per transaction.

**RESOLUTION NO. 97- BANK**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
APPROVING BANK WIRE TRANSFER AUTHORIZATION**

**WHEREAS**, from time to time the District does wire transfers with financial institutions on its routine business activities, and

**WHEREAS**, the District desires to enter into an agreement with Mid State Bank to provide the wire transfer authorization for the District.

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

1. The President of the Board of Directors is hereby authorized and directed to execute the repetitive wire transfer agreement with Mid State Bank.
2. That the authorized persons to execute said wire transfers are the President of the Board of Directors, the General Manager or the Administrative Assistant.
3. The said wire transfers shall have a limit of \$200,000 per transaction.

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 19th day of March 1997.

\_\_\_\_\_  
Kathleen Fairbanks, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel

# MID-STATE BANK

## WIRE TRANSFER AGREEMENT

This AGREEMENT concerns repetitive wire transfer services to be provided by Mid-State Bank ("BANK") to the undersigned customer ("CUSTOMER"). Both parties agree that the services described herein will be subject to certain terms and conditions set forth as follows:

1. **SERVICE AVAILABILITY.** CUSTOMER may request outgoing wire transfers subject to the BANK'S (cutoff defined below), on any day that the BANK'S offices are open to the public for substantially all business functions ("Business Day"). CUSTOMER acknowledges that Saturdays, Sundays and holidays observed by the Bank are not Business Days. Wire transfer instructions received prior to Bank's Cutoff Time on a business day will be processed on the same day. Instructions received after the Cutoff Time may be treated as received on the next Business Day. BANK'S "Cutoff Time" is 1 p.m.
2. **SECURITY PROCEDURES.** CUSTOMER agrees to use the following security procedures (the "Security Procedures") and CUSTOMER acknowledges and agrees that such procedures are commercially reasonable:
  - a) CUSTOMER acknowledges and agrees that the purpose of the Security Procedures is to verify the authenticity of wire transfer instructions transmitted to the BANK in the name of the CUSTOMER and not to detect an error in the transmission or content of any wire transfer instruction, and that no security procedure for the detection of such errors has been agreed upon by BANK and the CUSTOMER.
  - b) BANK may assign a code (such as a password or test key) to each of CUSTOMER'S authorized representatives (persons identified as such in writing by CUSTOMER to BANK) in connection with wire transfers originated by CUSTOMER. BANK may change such codes from time to time. BANK is hereby authorized to send each such code by certified U.S. Mail, return receipt requested. CUSTOMER will reveal a code only to the authorized representative of CUSTOMER to whom the code has been assigned. CUSTOMER and CUSTOMER'S authorized representatives agree to maintain the highest possible level of confidentiality and security with regard to each code. CUSTOMER will promptly notify BANK of any compromise of security. BANK has no responsibility to discover any breach of security by CUSTOMER'S agents or representatives, or unauthorized disclosure of use of codes.
  - c) CUSTOMER'S authorized representatives will provide BANK the following information in connection with each wire transfer instruction: the CUSTOMER'S name, the authorized representatives name, the amount to be transferred, the CUSTOMER'S account at BANK from which funds are to be transferred, the receiver's name, the receiver's financial institution, the location of receiver's financial institution, and the receiver's account number.
  - d) BANK may reject wire transfer from CUSTOMER if such instructions are not originated in accordance with Security Procedures, if there is any inconsistency between wire transfer instructions from CUSTOMER, if such instructions are not originated in accordance with the Security procedures, if the instructions do not indicate their effective date, or if BANK is unable to obtain confirmation of such instructions satisfactory to BANK.
  - e) If wire transfer instructions are transmitted to BANK in accordance with Security Procedures they will be deemed effective and authorized and CUSTOMER will be obligated to pay BANK the amount of any wire transfer by BANK in response to the instructions. This will be the case even if CUSTOMER did not in fact authorize the wire transfer instructions, so long as BANK acted in compliance with the Security Procedures.
  - f) If BANK receives wire transfer instructions which are transmitted in accordance with the Security Procedures and are erroneous in any way, CUSTOMER shall be obligated to pay BANK the amount of such wire transfer as provided herein whether or not BANK complied with the applicable Security Procedure for such instructions.
3. **PROCESSING WIRE TRANSFERS.**
  - a) BANK is hereby authorized and directed, whenever BANK receives wire transfer instructions, whether oral (including those via telephone), written, via facsimile transmission, or via electronic or other means, which on its face is in compliance with the Security Procedures, to transfer funds from any of CUSTOMER'S accounts set forth on the Wire Transfer Authorization (set forth in Exhibit A to this agreement) to any account maintained by CUSTOMER or any third party designated in the wire transfer instructions, whether the receiving account is at BANK or at any other institution. As used in this agreement, the term "transfer" shall be deemed to be a transfer of funds by means of the Federal Reserve FEDWIRE, computer terminal, or other means. The term shall not include transfers made through the Automated Clearing House ("ACH") system within the United States, as defined by the National Automated Clearing House Association ("NACHA") operating rules as those rules may be amended from time to time.
  - b) BANK may reject wire transfer instructions from CUSTOMER if there is any inconsistency between such wire transfer instructions and information previously supplied to BANK by CUSTOMER or CUSTOMER'S authorized agent, or if there are not sufficient collected funds in the CUSTOMER'S account specified in CUSTOMER'S wire transfer instructions. In the event BANK rejects wire transfer instructions for any reason, it shall be CUSTOMER'S responsibility to reissue the instructions.
  - c) BANK and any other financial institution executing CUSTOMER'S wire transfer instructions may rely on the number in the instructions that identifies the beneficiary, and on any numbers that identify the beneficiary's bank and any intermediate financial institutions identified in the wire transfer instructions. Notwithstanding the fact that such numbers do not correspond to the actual name of the beneficiary or financial institution, or are not correct, BANK and any other receiving financial institution have no obligation to determine whether a name and number in the wire transfer instructions identify the same or correct person or institution. CUSTOMER'S obligation to pay BANK the amount of any wire transfer is not excused in the event that any name or number in the wire transfer instructions does not correspond or is not correct.

- d) The order in which BANK processes wire transfers is determined solely by BANK. CUSTOMER does not have the right to reverse wire transfer instructions after they have been received by BANK; provided, however that BANK will use reasonable efforts to act on a request by CUSTOMER to reverse, adjust or revoke a wire transfer before BANK has sent the wire transfer. With respect to an outgoing wire transfer already transmitted by BANK, BANK shall, at CUSTOMER'S request, request the receiving financial institution to return the funds transferred by such wire, but CUSTOMER understands and agrees that the receiving financial institution may not comply with any such request and BANK has no obligation to CUSTOMER in such event.

**4. LIMIT OF LIABILITY AND INDEMNIFICATION.**

- a) CUSTOMER agrees to indemnify and hold harmless BANK against any loss, liability or expense (including attorney fees) resulting from or arising out of CUSTOMER'S breach or a breach by any of CUSTOMER'S employees or agents of any of the warranties or covenants made by CUSTOMER in this Agreement, or arising out of any claim by any person that BANK is responsible for any act or omission by CUSTOMER or any of CUSTOMER'S agent or employees.
- b) BANK will not be liable for any loss, liability or expense arising out of any claim except to the extent that BANK has acted with gross negligence or willful misconduct.
- c) BANK shall not be liable for any damage, loss, liability or delay caused by accident, strike, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of God or any cause which is reasonably unavoidable or beyond its reasonable control.
- d) In no event shall BANK be liable for any consequential, special, punitive or indirect loss or damage which CUSTOMER may incur or suffer in connection with this Agreement.
- e) CUSTOMER is responsible for negligent or wrongful acts of any agent or third party vendor who does any work for CUSTOMER in connection with wire transfer instructions. BANK does not screen, approve of, or warrant the performance or honesty of any third party vendor. BANK reserves the right not to accept wire transfer instructions from any third party vendor for reasons related to security or safe banking practices.

5. **STATEMENTS AND ADVICES.** CUSTOMER agrees to review promptly and reconcile its statements and advices and report to BANK in writing promptly, but in no event more than ten (10) calendar days after the first receipt thereof, of any discrepancies or any other objections of any type or nature between CUSTOMER'S records of such transactions and the statements advices furnished by BANK. CUSTOMER agrees that the failure to report any such discrepancies or objections within such period shall relieve BANK of any liability with respect to such discrepancies or objections. CUSTOMER agrees its periodic statement from BANK is acceptable advice for wire transfers, unless an alternate advice method has been established.

6. **FEES.** CUSTOMER agrees to pay wire transfer services at the rate specified in the BANK'S Schedule of Fees, and amended from time to time, a copy of which has been provided to CUSTOMER. The BANK may change fees upon thirty (30) days prior written notice to the CUSTOMER.

7. **TRANSFERS TO FOREIGN COUNTRIES.** CUSTOMER agrees that if it requests a wire transfer of funds in a currency other than United States dollars, BANK will convert the currency at the current exchange rate for the specified foreign currency. If any funds are returned to CUSTOMER in a currency other than United States dollars, BANK will convert the returned foreign currency into United States dollars at its current exchange rate for such currency at the time of return. If BANK does not have current exchange rates for the particular foreign currency involved, BANK will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and CUSTOMER shall pay BANK a reasonable fee for such services. In no event shall BANK be liable to CUSTOMER for any losses arising from currency conversions effected by BANK in good faith within a responsible time after receiving funds for conversion.

8. **TERM.** This Agreement shall be binding upon the parties and their corporate successors and may not be assigned by either party without the express written consent of the other.

9. **ASSIGNMENT.** This Agreement shall be binding upon the parties and their corporate successors and may not be assigned by either party without the express written consent of the other.

10. **ENTIRE AGREEMENT.** This Agreement, together with any Exhibits and applicable BANK rules and regulations represent the entire understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect.

11. **GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of California. The BANK sends outgoing and receives incoming wire transfers through the Fedwire (the funds transfer systems owned and operated by the Federal Reserve BANKS); all fund transfers covered by this Agreement are governed by Subpart B of Regulation J of the Federal Reserve Board and all other applicable Federal and State regulations.

12. **SIGNATURE AND ACKNOWLEDGMENT.** By signing this Agreement, the undersigned acknowledges that they have read and understand this Agreement, and agree to be bound by its terms. The individual signer(s), by their signature(s), confirm that they are authorized by the companies they represent to execute this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

CUSTOMER	MID-STATE BANK AS "BANK"
COMPANY NAME Nipomo Community Services District	BY
BY	PRINTED NAME Sylvia Mitchell, AVP/Operations Manager
PRINTED NAME	TITLE AVP/Operations Manager
TITLE	

AGENDA ITEM **8**  
MAR 19 1997

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 19, 1997

### MANAGER'S REPORT

The following is information for the Board's review:

1. Callender Water Assoc. correspondence associated with the District's well site on the Moore Development at Highway 1 and Willow Rd.
2. California Special District Assoc. Governmental Affairs Day Monday, May 19, 1997, Sacramento, CA
3. U S Water News article on sun spots relationship to droughts.

C:\W:\BD\mr031997.DOC



# NIPOMO COMMUNITY SERVICES DISTRICT

261 WEST DANA STREET, SUITE 101  
POST OFFICE BOX 326 NIPOMO, CA 93444  
(805) 929-1133 FAX (805) 929-1932

March 14, 1997

Lloyd R & Judith D. Hines  
Callender Water Assoc.  
2542 Callender Rd.  
Arroyo Grande, CA 93420-5730

This letter is to let you know that your letter to LAFCO will be presented as an information item to the District Board of Directors at their Regular meeting to be held on March 19, 1997 at 7:00 p.m. You are welcome to attend this meeting to express your concerns to the District directors.

I would like to clarify a few items in your letter.

The Nipomo Community Services District and other public entities, in doing projects, are required to comply with the California Environmental Quality Act. The District addresses the environmental impacts on all of its projects, including drilling new wells.

With respect to the basin overdraft, a number of reports were published in the late 1980's, indicating that the Nipomo Mesa, a Sub-unit of the Santa Maria Basin, was in a state of overdraft. Based on these reports, the District has taken the position that the basin is in an overdraft and has not changed that position. To this extent, the District attempted to establish a groundwater management plan as authorized under Assembly Bill 3030 which is now a part of the California Water Code (copy enclosed). There are only two agencies that may proceed in establishing a groundwater management plan for the Mesa. They would be NCSD or the County. The District felt that Mesa water users should have local control of their groundwater resources. This water management plan would be administered by a separate board of directors and not the District.

You mentioned the Cypress Ridge and the Woodland projects that are planned for the Nipomo Mesa. As you are probably aware, the Cypress Ridge project is receiving final approval from the County. They will probably begin their development shortly. The Woodland project is in the process of going through the County requirements for their development. The Woodland representative contacted the City of Santa Maria about possibly using Santa Maria's wastewater for their project. The District was not involved in any way with this arrangement.

Thank you again for sending a copy of your letter to the LAFCO members. I hope you can attend the Board meeting on March 19th. In the meantime, if you have any questions about District operations or the enclosed AB 3030 material, please do not hesitate to call.

Very truly yours,

NIPOMO COMMUNITY SERVICES DISTRICT



Doug Jones  
General Manager

Enclosure

cc: NCSD Board

3 March 1997

Dear LAFCO Members:

As residents/property owners in the Rancho Nipomo Pomeroy Division of the Nipomo Mesa, we wish to go on record as being absolutely opposed to the NCSD being able to drill any wells on any of the parcels of land bordered by Sheridan Rd. \_ Guadalupe Rd. and Hwy. 1 without first having an EIR done.

We feel this is just one more step by the NCSD to gain control of the entire underground water basin on the Mesa. We are in strong opposition to that and their desire to ultimately monitor and control any and all of the privately owned water systems.

One time the NCSD maintains that there is a serious overdraft of our ground water basin, then the next time they maintain there is not. Therefore we feel an EIR should be mandatory.

Two very large development, Cypress Ridge and the Woodlands Project cannot go forward without proof of adequate water supply. Since the NCSD could not obtain State Water or sewer water from Santa Maria, their next source appears to be control of our ground water basin. The impression we get is that the NCSD feels that everything they want or need is theirs by right of eminent domain. Please do not allow this to become a reality. We sincerely hope your commission will continue to closely monitor the actions of the NCSD.

Thank you for your consideration.

*Lloyd R. Hines*

Lloyd R. Hines, manager

*Judith D. Hines*

Judith D. Hines, Sec./treas.

Callender Water Assoc.

2542 Callender Rd.

Arroyo Grande, Ca. 93420-5730

cc: County Board of Supervisors  
Water Quality Control Board  
SLO County Counsel  
Dept. of Environmental Health  
NCSD - Doug Jones

RECEIVED

MAR 10 1997

ARROYO GRANDE  
FEBRUARY

# Governmental Affairs Day

Monday, May 19, 1997

Sacramento Convention Center, Rooms 202/204

Presented by California Special Districts Association

Co-Sponsored by California Association of Recreation & Park Districts

- 8:00-9:00 a.m. Registration/Check-In
- 9:00-9:15 a.m. Welcome and Introductions
- 9:15-10:30 a.m. Session I - LAFCO Issues and Special Districts  
*(Invited) Mike Gotch, Author of AB 1335*
- 10:45-12:00 noon Legislative Update  
*CSDA Legislative Advocate Ralph Heim*
- 12:00-1:15 p.m. Legislators Luncheon (Participants are encouraged to invite legislators and/or  
Capitol staff members to lunch)
- 1:30-2:15 p.m. Session II- Capitol Update: An Insider's View  
*Dan Walters, Columnist*
- 2:30-3:30 p.m. Session III- Special District Challenges in 1997  
*(Invited) Assembly Member Mike Sweeney*
- 3:30-4:00 p.m. Legislative Wrap-Up and Evaluation

Registration Fee- (All registrations include morning beverages, luncheon and materials)  
Circle one of the following

Before May 12, 1997

- Full Registration (CSDA/CARPD Member) \$95
- Full Registration (Non-CSDA/CARPD Member) \$125

After May 12, 1997

- Full Registration (CSDA/CARPD Member) \$125
- Full Registration (Non-CSDA/CARPD Member) \$150
- Extra Luncheon Tickets (For Legislators and/or Capitol Staff guests) \$23

**Delegates must purchase a luncheon ticket for each invited legislator or guest**

Cancellations received on or before May 14, 1997 receive a full refund less a \$25 processing fee. No refunds will be granted after May 14.

Total Amount Enclosed \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

District/Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

Method of Payment: Check Visa MasterCard

Print Account Name \_\_\_\_\_

Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Mail or fax registration to: California Special Districts Association  
1121 L St., Suite 508 916/442-7887 telephone  
Sacramento, CA 95814 916/442-7889 fax

Transmitted by E-FAX Communications, Inc. Oakland, California

# Solar flare may signal new start of sunspot cycle and drought

This column starts with the mention of a solar flare that was observed on the face of the sun on January 8. It was not a major flare, but it was significant enough that within a week or so, satellite sensors began recording a significant bombardment of the magnetically-charged particles known as "solar winds" high in the ionosphere. Only days later, the northern lights sprang to life.

This event may well signal the start of a new sunspot cycle, the 23rd since sunspot cycles reappeared in 1740 after being largely absent for a century or so. Solar physicists predicted the start of a new cycle in December of 1996. Exactly when the new cycle started will not be apparent until three or more months after the beginning. So, if the flare of January 8 is a marker of the beginning, the news will not be substantiated until March or April.

## The Weather Observer

By Cliff Nielsen

Cycle 23 is expected to be a positive or "major" sunspot cycle. And as such, it is one-half of what solar physicists define as the Hale, or double-sunspot, cycle. The sun changes polarity almost on signal with the beginning of a new 11-year cycle. When the solar northern hemisphere is positively charged, as it is expected to be during the coming cycle, the entire cycle is defined as major. When the same hemisphere is negatively charged, the cycle is termed "minor." Interesting perhaps, and beautiful if you happen to live above the 45th parallel and witness the auroras. But what does it have to do with the subject of this column? The answer may well be a great deal.

If climate continues to follow the same pattern it has for more than 200 years, much of the U.S. West may well expect drought until the year 2000 or so. The strongest historical evidence for impending drought comes from a 1979 study by J. Murray Mitchell Jr. who was then head of the National Oceanic and Atmospheric Association (NOAA) Data and Information Services.

Using tree-ring data from 40 sites west of the Mississippi River made by Charles Stockton and David Meko at the Univ. of Arizona, Mitchell isolated what has come to be known as the 22-year drought cycle in the U.S. West. Historically, and based on tree-ring data, the cycle has remained fairly consistent since 1700 typically starting with the onset of a major sunspot cycle.

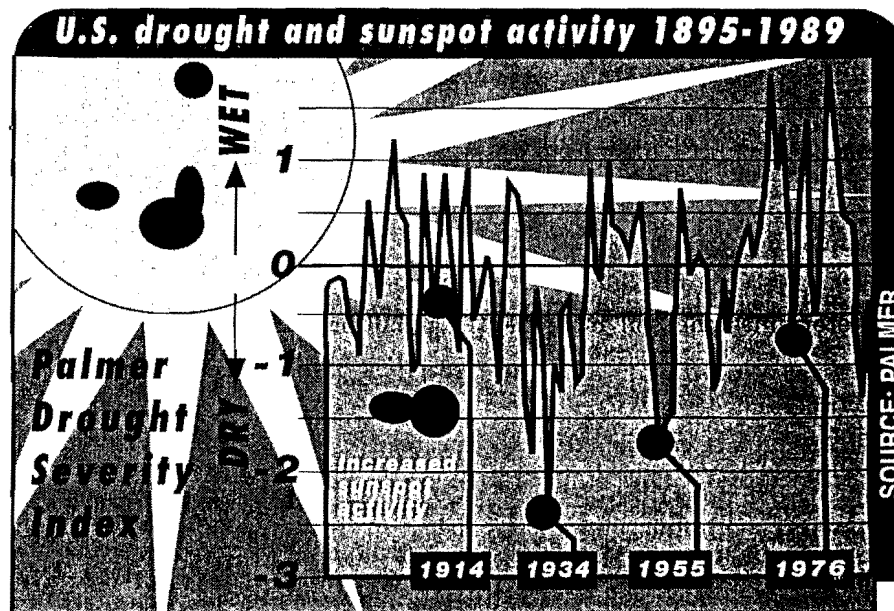
Virtually all of the prolonged droughts since 1700 have been closely correlated with the onset of a major cycle. In our own century, the Dust Bowl drought began immediately after increases in sunspots in 1934, the 1950s drought immediately after a similar increase in 1954, and the "winter of no snow" in the Rocky Mountains, immediately after another increase in 1976. The drought lasting from 1987 to 1990 was perhaps the major contradiction in the pattern. But that drought also began with a jump in sunspot count, and even though that cycle was a minor cycle, it was one of the most active in terms of sunspot count and solar storminess ever placed in the meteorological recordbooks.

Western droughts follow changes in the sun is still something of a mystery. But there are some possible scientific explanations. One is that the

general atmospheric circulation over North America becomes "stressed," meaning that the normal east to west flow of upper winds tends to break down. A large blocking ridge of high pressure tends to remain in place over the western U.S., a pattern that is currently in place, and a deep trough of low pressure dominates the eastern seaboard. Thus, while the West bakes, the East moves into something of a deep freeze. Perhaps no better example of the extremity of the difference can be found than in the 15 months between December 1, 1976 and February 28, 1978. The expected snowfall in the Rockies and the West generally was more than a month late in 1976. The western ski season ended in a whimper in mid-March. At the same time, the East experienced heavy snowstorms ending with the great blizzard of 1978.

Solar physicists also expect the new cycle to be short and intense, the third such cycle in a row. What this may mean is a rather severe drought somewhere in the West. The two greatest droughts in the U.S. West, the "Dust Bowl" of the mid-1930s and an almost equally dry period in the mid-1950s began almost immediately after the beginning of short sunspot cycles. So there may be prolonged drought as early as this summer, even after much of the country is barely drying out after significant winter flooding this year.

Should the 20- to 22-year cycle hold true, winter drought in the western mountains can be expected in either 1998 or 1999 or, perhaps, both. Much of the East, conversely, may well expect storminess and significant precipitation during the same period.



The Palmer Drought Severity Index shows strong correlations between increasing solar activity every 22 years and drought for the U.S. as a whole, particularly in the years 1934, 1955, and 1976. Based on tree-ring studies in the U.S. West of the Mississippi River, the correlation is even stronger and has held up since 1740.



**WARRANTS MARCH 19, 1997**

**HAND WRITTEN CHECKS**

<u>CHECK #</u>	<u>NAME</u>	<u>AMOUNT</u>
17854	Rauch Drilling	417.05
17855	Mustang Tree Care	525.00
17856	McGlone Insurance	51.95

**VOIDS**

ck# 2155-2156  
 8924

**NET PAYROLL**

ck#2157-2165 \$12,288.95

**COMPUTER GENERATED CHECKS**

8925	03/19/97	AMERICAN WATER WORKS ASSOCIATION	\$40.00
8926	03/19/97	ARROYO GRANDE, CITY OF	\$592.00
8927	03/19/97	ARROYO GRANDE COMMUNITY HOSPITAL	\$157.00
8928	03/19/97	ROBERT BLAIR	\$150.00
8929	03/19/97	CALIFORNIA ELECTRIC SUPPLY	\$62.00
8930	03/19/97	CHEVRON	\$119.18
8931	03/19/97	CLANIN & ASSOCIATES, INC.	\$202.52
8932	03/19/97	DEFERVILLE CONSTRUCTION, INC.	\$45,772.47
8933	03/19/97	EXPERIAN	\$147.50
8934	03/19/97	FGL ENVIRONMENTAL ANALYTICAL CHEMIST	\$210.60
8935	03/19/97	KATHLEEN FAIRBANKS	\$100.00
8936	03/19/97	GEORGE F. GARCIA & SONS	\$3,116.00
8937	03/19/97	GARING, TAYLOR & ASSOCIATE, INC.	\$2,995.96
8938	03/19/97	GTE CALIFORNIA INCORPORATED	\$27.03
8939	03/19/97	GREAT WESTERN ALARM AND COMMUNICATIO	\$1,080.00
8940	03/19/97	IKON	\$79.61
8941	03/19/97	JOHNSON, DONNA	\$172.30
8942	03/19/97	GENE KAYE	\$100.00
8943	03/19/97	MCKESSON WATER PRODUCTS	\$22.40
8944	03/19/97	ALEX MENDOZA	\$100.00
8945	03/19/97	NIPOMO ACE HARDWARE	\$296.66
8946	03/19/97	NIPOMO CHEVRON	\$239.49
8947	03/19/97	NIPOMO SHELL	\$416.76
8948	03/19/97	P E O'HAIR & CO WESTBURNE SUPPLY IN	\$42.02
8949	03/19/97	SAN JOAQUIN SUPPLY CO	\$78.19
8950	03/19/97	ALBERT SIMON	\$150.00
8951	03/19/97	SJS ENGINEERING	\$980.60
8952	03/19/97	TRI COUNTY ENGINE SALES	\$86.49
8953	03/19/97	WILSON, LEE ELECTRIC COMPANY	\$393.28
8954	03/19/97	WIRSING GRAPHICS & TYPESETTING	\$520.73
8955	03/19/97	WYATT & BAKER, Lawyers	\$5,146.47

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**MINUTES**

*Corrected Copy*

REGULAR BOARD MEETING MARCH 5, 1997 7:00 P.M.  
BOARD ROOM 261 W. DANA STREET, SUITE 100 NIPOMO, CA

*Corrections  
at  
highlighted  
Places*

**BOARD MEMBERS**

KATHLEEN FAIRBANKS, **PRESIDENT**  
ALEX MENDOZA, **VICE PRESIDENT**  
AL SIMON, **DIRECTOR**  
ROBERT BLAIR, **DIRECTOR**  
GENE KAYE, **DIRECTOR**

**STAFF**

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

**CALL TO ORDER AND FLAG SALUTE**

President Fairbanks opened the meeting at 7:07 p.m. and led the flag salute.

**ROLL CALL**

At Roll Call the all Board members were present.

**APPROVAL OF MINUTES**

1. REGULAR MEETING OF FEBRUARY 19, 1997

Upon motion of Director Kaye and seconded by Director Mendoza, the Board unanimously approved the Minutes of the February 19, 1997 meeting.

**PUBLIC COMMENTS PERIOD**

2. PUBLIC COMMENTS

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

President Fairbanks asked if there were any Public Comments on matters other than scheduled items. There were none.

**BOARD ADMINISTRATION** (The following may be discussed and acted on by the Board.)

To accommodate Mr. Sullivan from Cypress Ridge, President Fairbanks skipped to Item 6 Manager's Report (Cypress Ridge). Mr. Sullivan commented on the letter drafted to Jay Johnson of the County Planning Department. He stated that the studies made for their project showed very little change in the groundwater for the area. There was discussion about the project. Upon motion of Director Kaye and seconded by Director Mendoza, the Board agreed to direct staff to send the letter.

3. NIPOMO CREEK CROSSING - ENGINEERING SERVICES

Consider awarding an agreement for engineering design services for a second Nipomo Creek water line crossing to Cannon Associates

Mr. Jones explained that requests for proposals were sent to six professional engineering firms to design a second water pipeline across Nipomo Creek to connect the east side of Nipomo with the west side. Only two proposals were received. Cannon Associates had the low responsible proposal. There were no public comments. Upon motion of Director Blair and seconded by Director Simon, the Board unanimously approved Resolution 97-609 awarding the engineering services to Cannon Associates in the amount of \$9,600.00.

**RESOLUTION NO. 97-609**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE NIPOMO COMMUNITY SERVICES DISTRICT**  
**AWARDING ENGINEERING SERVICES TO CANNON ASSOCIATES**

4. SEWER GRANT - SANITARY SURVEY - STAFF REPORT

The District's Federal Grant, that helped pay for the sewer collector system and treatment facility, at the 10th year (now) requires the District to survey all septic tank systems within the original Prohibition Area.

Mr. Jones explained about the need to conduct a sewer survey. One of the conditions of the Federal Grant included a survey at the 10th year of operation, of the homes within the Prohibition Zone that are not connected to the Nipomo sewer system. Upon motion of Director Simon and seconded by Director Blair, the Board unanimously agreed to start the survey project and authorized payment to San Luis Obispo County Health Department for actually doing the survey.

**FINANCIAL REPORT**

5. APPROVAL OF WARRANTS

Upon motion of Director Kaye, seconded by Director Blair, the Board unanimously approved the Warrants presented at the March 5, 1997 meeting.

**OTHER BUSINESS**

6. MANAGER'S REPORT

Manager Jones presented information on the following:

1. AWWA ANNUAL CONFERENCE
2. WRAC MEETING
3. CARBON AEROGEL INFORMATION
4. CYPRESS RIDGE LETTER TO THE COUNTY  
(This item was discussed before Item 3 on the agenda.)

7. DIRECTORS COMMENTS

Mr. Kaye commented that he enjoyed the Friday evening get-together for CSDA. Would like to direct staff to return with information about a State Water turnout. The Board concurred.

8. PUBLIC COMMENTS

John Snyder explained his ideas about spreading State Water.

Jon Seitz, Legal Counsel for the District, explained the need for the Board to go into Closed Session. At 8:20 p.m. the President Fairbanks closed the meeting to discuss the following item:

**CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL**

Existing Litigation, Pratt vs. NCSA Case No. CV 79715 GC§54956

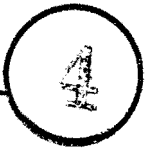
\*GC§ refers to Government Code Sections

The Board came back into open session with no reportable action.

**ADJOURN**

President Fairbanks adjourned the meeting at 8:40 p.m.

**AGENDA ITEM**



**MAR 19 1997**

*Corrected Copy*

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 19, 1997

#### EMERGENCY TURNOUT ON THE COASTAL BRANCH AQUEDUCT

At the Regular Board Meeting held on March 5, 1997, your Honorable Board directed staff to revisit the concept of having an emergency turnout on the Coastal Branch Aqueduct of the State Water Project. This matter was considered in the summer of 1994. The District requested the emergency turnout through the San Luis Obispo County Flood Control and Water Conservation District. The Board of Supervisors (Directors of the Flood Control District) rejected the District's request on a 3 to 2 vote. The 1994 correspondence from the District to the Flood Control District and their staff report to their Board of Directors (Supervisors) is attached for the Board's review.

Since the summer of 1994 the makeup of the Board of Supervisors has been changed via the election process. An emergency backup water supply for the residents of the Nipomo Community Services District may be viewed more favorably with the current Board of Supervisors.

If your Honorable Board wishes to proceed with the process of acquiring an emergency turnout, they may so direct staff.