

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

MAY 6, 1998 7:00 P.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ALEX MENDOZA, **PRESIDENT**
KATHLEEN FAIRBANKS, **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**

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

CALL TO ORDER AND FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

1. REGULAR MEETING OF APRIL 22, 1998
2. SPECIAL MEETING OF APRIL 29, 1998

PUBLIC COMMENTS PERIOD

3. PUBLIC COMMENTS

Members of the public, wishing to address the Board on matters other than scheduled items, may do so when recognized by the Chairperson. The Board will listen to all communications; however, in compliance with the Brown Act, the Board cannot act on items not on the agenda. **Presentations are limited to three (3) minutes.**

BOARD ADMINISTRATION (The following may be discussed and action may be taken by the Board.)

4. HOUSE SEWER LATERAL
The Board to review Black Lake house sewer lateral maintenance policy
5. STATE REVOLVING FUND LOAN
Designate the General Manager to execute documents for SRF Loan
6. SOUTHLAND WASTEWATER EXPANSION - PHASE II
Review engineering services by Garing, Taylor & Assoc. for Phase II of the wastewater plant expansion

CONSENT AGENDA

Unless an item is pulled for separate action by the Board, the following recommendations are approved without discussion.

7. SUN DALE WELL IMPROVEMENTS
Recommend acceptance of Sun Dale Well drilling and file Notice of Completion
8. WATER SERVICE LINE REPLACEMENT
Recommend acceptance of water service replacement by TLC Backhoe/file Notice of Completion
9. TRACT 1658 - KENGEL REQUEST FOR SERVICE
Recommend approval of Intent to Serve letter for Tract 1658/W. Tefft St.
10. TRACT 1700 - PEOPLE'S SELF HELP HOUSING
Recommend acceptance of water and sewer improvements for Tract 1700/Grande
11. TRACT 1981 - NEWDOLL
Recommend acceptance of water and sewer improvements for Tract 1981/Primrose
12. SAFETY MEETING
Approval of minutes for District Safety Meeting

FINANCIAL REPORT

13. APPROVAL OF WARRANTS

OTHER BUSINESS

14. MANAGER'S REPORT
 1. Conflict of Interest Pamphlet
 2. State Water Project Shutdown
15. DIRECTORS COMMENTS
Set date for Study Session

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

Existing litigation GC§ 54956.9

1. NCSD vs. Shell Oil, et. al. Case No. CV 077387
2. Conference with real property negotiator, Dana-Doty Water line easement GC§ 54956.8
3. Deferville/NCSD arbitration

ADJOURN

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

April 22, 1998 7:00 P.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

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BOARD MEMBERS

ALEX MENDOZA, **PRESIDENT**
KATHLEEN FAIRBANKS, **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 Mendoza called the April 22, 1998 Regular Meeting to order at 7:01 p.m. and led the flag salute.

ROLL CALL

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

APPROVAL OF MINUTES

1. REGULAR MEETING OF APRIL 1, 1998

Upon motion of Director Kaye and seconded by Director Blair, the Board unanimously approved the Minutes presented at the April 22, 1998.

PUBLIC COMMENTS PERIOD

2. PUBLIC COMMENTS

During this agenda item the following people spoke:

Jack Stoddard, 1172 Oakmont Place, Nipomo - commented about the responsibility of the sewer laterals in the public right-of-way belonging to the District rather than the homeowner. Mr. Jones suggested that the item be placed on a future agenda. Upon motion of Director Simon and seconded by Director Blair, the Board agreed to put this item on the next agenda. Vote 4-0
The Board also asked staff to postpone the small claims action on this matter.

Ed Sauer, 363 Hazel Lane, Nipomo - commented about possibility of hooking up to NCSD sewer or the sewer system for CSA 1F.

John Snyder 662 Eucalyptus Rd. Nipomo - asked when he would get an answer to the question he asked in February. He gave Board a letter asking the same question. A copy was added to the packet in the office.

MINUTES SUBJECT TO BOARD APPROVAL

BOARD ADMINISTRATION

3. NEW WELL STATUS REPORT

Report by Jim Garing on the Sun Dale Well

Jim Garing, District Engineer, gave a report on the Sun Dale Well. The well can be pumped permanently at 1,250 gallons per minute and recommended that the well be put on line. He presented a comparison of an electric motor drive versus a natural gas fueled engine drive for the well pump.

Public Comment

During this agenda item (Item #3) the following person spoke:

John Snyder 662 Eucalyptus Rd. Nipomo - agreed that a gas fueled pump would be more efficient and good as an alternate source of water when the electricity goes out. He suggested making sure the noise level was kept to a minimum for neighboring property owners.

Upon motion of Director Blair and seconded by Director Simon, the Board agreed to direct staff and engineer to proceed with plans and specifications for a gas engine, get an application to UPCD for fixed base engine and acoustic engineering for a proper facility to enclose the engine. Vote 4-0.

4. WOODLAND PROJECT - EIR

Review of the water and wastewater sections of the EIR

The Board discussed the draft letter to John McKenzie, Environmental Division of the County Planning and Building Department concerning the Woodlands Specific Plan - Draft EIR.

Public Comment

During this agenda item the following person spoke:

John Snyder 662 Eucalyptus Rd. Nipomo - said the comment period has been extended to May 8.

Upon motion of Director Blair and seconded by Director Simon, the Board agreed to send the letter included in the agenda packet with a little more supportive wording added. Vote 3-1 with Director Mendoza voting no.

5. PROPOSED PEARLIE/STORY ST SEWER IMPROVEMENTS

Property owner interested in extending the sewer line in Story to Pearlie Lane

Mr. Jones explained that a request was received from some property owners on Pearlie Lane to extend the sewer line to Pearlie Lane. Funding of the project could be obtained through the formation of a benefit District and a bonding process for the construction costs. The District would front the engineering costs and be paid back by the property owners. No Public comment. Upon motion of Director Kaye and seconded by Director Mendoza, the Board directed staff to proceed with the approval of funding of the engineering portion of the project, prepare the necessary petitions and notify the property owners for circulation. Vote 4-0

MINUTES SUBJECT TO BOARD APPROVAL

6. PARCEL MAP CO 97-0134 - REQUEST FOR SERVICE
Request for Intent-to-Serve letter for a 3 lot parcel on W. Tefft St.

Mr. Jones explained the request from Westland Engineering for a 3-lot parcel proposed on Tefft Street. No public comment. Upon motion of Director Simon and seconded by Director Kaye, the Board unanimously approved the issuance of an Intent-to-Serve letter for Parcel Map CO 97-0134. Vote 4-0.

7. TRACT 1912 - ACCEPTANCE OF IMPROVEMENTS (BLACK LAKE)
Tract 1912- Accept water & sewer improvements & Wastewater Treatment Plant improvements

Mr. Jones explained that the improvements for Tract 1912 have been completed and are acceptable.

Brad Brechwald, engineer for the Wastewater Treatment Facility for Tract 1912, explained a few minor details of the project and feels that the project is complete. No Public Comment. Upon motion of Director Kaye and seconded by Director Simon, the Board approved Resolution 98-643 accepting the water and sewer improvements and wastewater treatment plant improvements for Tract 1912, an 80-lot subdivision within the Black Lake area. Vote 4-0.

RESOLUTION NO. 98-643

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS FOR TRACT 1912 (BLACK LAKE)**

FINANCIAL REPORT

8. APPROVAL OF WARRANTS

No Public Comment

Upon motion of Director Kaye and seconded by Director Blair, the Board unanimously approved the Warrants presented at the April 22, 1998 meeting. Vote 4-0

9. INVESTMENT POLICY

Mr. Jones presented the Third Quarter Investment Report which is consistent with the District's 1998 Investment Policy. Upon motion of Director Kaye and seconded by Director Simon, the Board accepted the Investment Policy - Quarterly Report. Vote 4-0.

10. THIRD QUARTER FINANCIAL REPORT

Public Comment

During this agenda item (Item #3) the following person spoke:

John Snyder 662 Eucalyptus Rd. Nipomo - asked a question about revenues of the water funds. The Assistant Administrator responded to Mr. Snyder's question.

Upon motion of Director Blair and seconded by Director Kaye the Board received in file the Third Quarter Financial Report presented at the April 22, 1998 meeting. Vote 4-0.

MINUTES SUBJECT TO BOARD APPROVAL

OTHER BUSINESS

11. MANAGER'S REPORT

Manager Doug Jones presented information on the following items:

1. PROP 224 - Mr. Jones will bring back at May 20 meeting.
2. SLO-CSDA GENERAL MEMBERSHIP MEETING

12. DIRECTORS COMMENTS

Director Kaye reported that a customer from Summit Station asked about the proposed Study Session. Board members are trying to set a date for the Study Session. Bring calendars to next meeting to agree on a date.

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

Existing litigation GC§ 54956.9

1. NCSD vs. Shell Oil, et. al. Case No. CV 077387
2. Conference with real property negotiator, Dana-Doty Water line easement GC§ 54956.8
3. Deferville/NCSD arbitration

The Board reconvened into open session with no reportable action from the Closed Session.

A Special Meeting of the Board was set for April 29, 1998 at 7:00 p.m. for a closed session with legal counsel on the following case: NCSD vs. Shell Oil, et. al. Case No. CV 077387

ADJOURN

President Mendoza adjourned the meeting at 9:03 p.m.

NIPOMO COMMUNITY SERVICES District

MINUTES

SPECIAL MEETING

April 29, 1998 7:00 P.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

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

STAFF

DOUGLAS JONES, **General Manager**
JON SEITZ, **General Counsel**

CALL TO ORDER AND FLAG SALUTE

President Mendoza called the April 29, 1998 Special Meeting to order at 7:10 p.m. and led the flag salute.

ROLL CALL

At Roll Call the following Board members were present:
Directors Kaye, Blair, Simon, Fairbanks and Mendoza

PUBLIC COMMENTS PERIOD

2. PUBLIC COMMENTS

There was no public present. No Public Comment.

BOARD ADMINISTRATION (The following may be discussed and action may be taken by the Board.)

District Counsel, Jon Seitz explained the need for the Board to go into Closed Session.

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

Existing litigation GC§ 54956.9

1. NCSD vs. Shell Oil, et. al. Case No. CV 077387

The Board reconvened into open session with no reportable action from the Closed Session.

ADJOURN

President Mendoza adjourned the Special Meeting at 8:57 p.m.

TO: BOARD OF DIRECTORS
 FROM: DOUG JONES
 DATE: MAY 6, 1998

HOUSE SEWER LATERAL
 BLACK LAKE MAINTENANCE POLICY

The Black Lake Advisory Committee has requested a review by your Honorable Board of the maintenance policy for house sewer laterals in the Black Lake Division.

Background:

Presently the District maintains the main sewer line in the street from manhole to manhole until it gets to the District's wastewater treatment facility. The property owner is responsible for maintaining his house lateral from the house to the main sewer line in the street. This past year Black Lake Division has experienced two stoppages of the house lateral between the property line and the main sewer line in the street.

Stoppage One occurred due to the house lateral being separated approx. 1 foot in the street right-of-way. The contractor who repaired the lateral indicated that it looked as if when house was being built the house contractor digging for the sewer lateral may have hit the end of the sewer lateral and pulled the pipe apart. The repairs were made by a plumbing contractor, paid for by the District and the bill sent to the property owner.

Stoppage Two was caused by a missing section (approx. 10 ft) of the house sewer lateral preceding the connection to the sewer main in the street. This was repaired by NCSD and the bill sent to the property owner.

It is believed that both of these defects were associated with construction of the house sewer laterals during construction or tying into them.

The following are some advantages and disadvantages of the District maintaining the house sewer lateral from the property line to the main sewer line in the street.

<u>ADVANTAGES</u>	<u>DISADVANTAGES</u>
Property owner has no responsibility past the property line	Increased O & M costs Increased cost to the users
Property owner will not need an encroachment permit from the County to dig off-site	Dual jurisdiction - Homeowner and NCSD to maintain - over the house lateral
	Some stoppages may still be billed to the property owner
	Stoppage may be forced off the private property into the street (which the District is to maintain)
	Clean-outs need to be installed at the property line
	If stoppage is at the property line, dispute may arise on who pays
	Increased liability of the District
	Possible gas build-up in the clean-out
	First call on stoppages will be to the District

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

AGENDA ITEM

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HOUSE SEWER LATERAL
BLACK LAKE MAINTENANCE POLICY
PAGE TWO

Most other agencies (such as Arroyo Grande, Santa Maria, San Luis Obispo, LA County, LA City, Templeton CSD, San Luis Obispo County, Heritage Ranch CSD, etc.) have indicated that the property owner is responsible to maintain the house sewer lateral from the home to the main sewer line in the street. The Oceano Community Services District maintains sewer laterals from the property to the main sewer. *[OCSD had an initial policy that the homeowner maintain the house sewer lateral from the house to the main sewer line, but the sewers were constructed poorly so the District experienced a house sewer lateral failure every two to three weeks. Due to the many failures, OCSD started to maintain the house sewer laterals from the property line to the street.]*

Discussion:

The first house sewer lateral failure looks as if the sewer lateral was installed properly but during the tie-in to the sewer lateral, the pipe was pulled apart causing the failure.

The second failure, in which a section of the house sewer lateral was missing, looks as if the house sewer lateral was not installed properly.

Recommendations:

The present District policy is that the property owner is responsible to maintain the house sewer lateral from the home to the main sewer line in the street. This is stated in the District's Standards and Specifications. It is recommended that this policy be continued. The Board could review individual incidents and make findings that vary from this policy.

Examples: In the first instance, it looks as if the sewer lateral extended to the property line was constructed properly. The District has off-site responsibility with respect to new construction. The house sewer lateral may have been damaged when tied into the home and therefore, the property owner possibly has recourse against the building contractor. On-site inspection is the responsibility of the County. If the same agency was responsible for off and on-site inspection, then that agency may feel more obligated to assist in the remedy. A sharing in the repair cost may be appropriate.

In the second instance, where portions of the house sewer lateral were not installed properly during construction, it may be an obligation of the agency to remedy the problem.

Any funding associated with these house sewer lateral problems would come from the Black Lake sewer fund.

C:\W:\house sewer lateral.DOC

AGENDA ITEM

MAY 06 1998



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

STATE REVOLVING FUND LOAN

The Nipomo Community Services District has requested and has received approval for a State Revolving Fund Loan to assist in financing the expansion of the Southland Wastewater Treatment Facility. A requirement of the state is that the District pass a resolution designating a representative from the District to execute the appropriate documents to receive the loan.

Attached for the Board's review and approval is Resolution 98-SRF authorizing the General Manager to be the designee to execute such loan documents.

C:\W:\res SRF loan.DOC

RESOLUTION NO. 98-SRF loan

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE
DOCUMENTS FOR THE STATE REVOLVING FUND LOAN**

WHEREAS, the Nipomo Community Services District (District) has applied for a State Revolving Fund Loan through the State Water Resources Control Board for expansion of the Southland Wastewater Treatment Facility, and

WHEREAS, the District wishes to designate a representative to execute the necessary documents to acquire said loan, and

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

1. The General Manager or his designee is hereby authorized and directed to sign and file, for and on behalf of the Nipomo Community Services District, a Financial Assistance Application for a loan/grant from the State Water Resources Control Board in the amount not to exceed \$1,900,000.00 for the design and construction of the Southland Wastewater Treatment Plant Expansion - State Revolving Fund Project No. C-06-4501-110.
2. Nipomo Community Services District hereby agrees and further does authorize the aforementioned representative or his designee to certify that the District has and will comply with all applicable state and federal statutory and regulatory requirements related to any federal and state loan/grant funds received.
3. The General Manager or his designee of the Nipomo Community Services District is hereby authorized to negotiate and execute a loan/grant contract and any amendments or change orders thereto on behalf of the Nipomo Community Services 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 6th day May 1998.

Alex Mendoza, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

AGENDA ITEM
MAY 06 1998

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SOUTHLAND WASTEWATER TREATMENT PLANT EXPANSION
PHASE II

The District has requested funding for the expansion of the Southland Wastewater Treatment Facility from the State Revolving Fund Loan. The final plans and specifications and the loan application were submitted to the State in February of 1998. The District is presently waiting for State approval of the plans and specifications for Phase I of the improvements. Attached is correspondence from the State indicating the project milestone dates for certain items which must be completed. The State projected that the District would be advertising for bids on May 6, 1998, but the State has not yet approved our plans and specifications. Once the District receives these approvals, we will proceed as outlined in their project milestones, but the dates may be adjusted accordingly.

Based on the present schedule, the District is to submit final plans and specifications for Phase II by August 3, 1998. Garing, Taylor and Associates is proposed to move forward on the Phase II program with its fees not to exceed that which is allowed by the State Water Control Board in funding this project. (See attached letter dated April 10, 1998 from Mr. Jim Garing on the plan and design cost associated with Phase II.) Staff has prepared an agreement between the District and Garing, Taylor and Associates to perform the plans and specifications for Phase II of the expansion of the Southland Wastewater Treatment Facility.

Mr. Jim Garing will be present to answer any questions relating to the facility expansion.

If the Board wishes to proceed in Phase II, it is recommended that the attached agreement with Garing, Taylor and Associates be approved.

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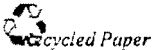
SRF C-06-4501-110

JAN 8 1998

PROJECT MILESTONES

This approval is based on submittals according to the following schedule:

RWQCB issue WDR's for the project	October 24, 1997 (completed)
Submit final plans and specifications - Phase I	March 1, 1998
Submit loan application	March 1, 1998
Approve plans and specifications - Phase I	March 30, 1998
Execute loan contract	May 6, 1998
Advertise for bids - Phase I	May 6, 1998
Open bids - Phase I	June 1, 1998
Approval to Award - Phase I	June 17, 1998
Execute amended loan contract	July 1, 1998
Initiate construction - Phase I	July 15, 1998
Submit final plans and specifications - Phase II	August 3, 1998
Approve plans and specifications - Phase II	August 30, 1998
Advertise for bids - Phase II	October 15, 1998
Open bids - Phase II	November 16, 1998
Approval to Award - Phase II	December 16, 1998
Complete construction - Phase I	December 15, 1998
Initiate construction - Phase II	January 1, 1999
Submit final revenue plan	October 1, 1999
Complete construction - Phase II	December 15, 1999



Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.

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 & ASSOCIATES, INC. (hereinafter referred to as "**CONSULTANT**").

WITNESSETH

WHEREAS, **DISTRICT** desires to retain a qualified engineering firm to provide services in designing water line improvements 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 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.

NCSD AND **CONSULTANT** AGREEMENT

(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 80 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. **INDEPENDENT CONTRACTOR**

The services performed under this Agreement are to be performed by the **CONSULTANT** as an independent contractor.

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, Inc.
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.

NCSD AND **CONSULTANT** AGREEMENT

(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, P.E.
Managing Engineer

DISTRICT
By: Alex Mendoza
Board President

EXHIBIT "A"

SCOPE OF WORK

**SOUTHLAND WASTEWATER TREATMENT FACILITY EXPANSION
(PHASE II)**

TASK I -

Design new influent pumps, forcemain connections and valving.

TASK II -

Design new flume/electronics to replace existing overloaded Palmer-Bowlus flume.

TASK III -

Design fourth partially aerated lagoon, aeration system, including added blower at blower building.

TASK IV -

Design additional infiltration basins (approximately 15 acres total when complete).

TASK V -

Prepare specification documents, Notice to Contractors, Contract and Special Provisions for bidding.

TASK VI -

Coordinate with State Department of Water Resources to achieve plans and specifications approval, coordinate loan procurement for second phase Revolving Fund Loan for Phase II improvements.

TASK VII -

Prepare operation and maintenance manual for both Phase I and Phase II improvements.

DELIVERABLES

The Consultant will deliver the following items in the course of the Wastewater Treatment Facility (Phase II) Expansion Design:

1. Submittal of two copies of the final plans and specifications for Phase II improvements to the District.
2. Submittal of five copies of the final Operation and Maintenance Manual to the District.
3. Attendance of the Board of Directors meeting as required in order to complete the Scope of Work.

INFORMATION AND SERVICES TO BE PROVIDED BY THE DISTRICT.

The District will provide the following:

1. Answer questions and provide general assistance during the design phases of the project.
2. Assist in coordination with State Department of Water Resources in obtaining plans and specifications approval, and procuring Revolving Fund Loan.

EXHIBIT "B"

SCHEDULE AND PROFESSIONAL FEES

Garing, Taylor & Associates, Inc. will provide the services listed in this Scope of Work as follows:

1. Submit final plans and specifications - Phase II to State Water Resources Control Board Staff - August 3, 1998.
2. Submit five copies of Operations and Maintenance Manual to District - September 3, 1998.

Professional fees will be on a time and material basis for a maximum fee of \$92,535.00 (including both Phase I and Phase II design). The foregoing figure includes the previous \$50,000.00 fee paid for Phase I. This figure is also the same as the allowance for design fees as set forth in the State Water Resources Control Board Policy for implementing the State Revolving Fund for construction of wastewater treatment facilities. 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 the Fee Schedule for Professional Services (attached). For additional information see GTA letter of April 10, 1998 from Jim Garing to Doug Jones describing design fees and other allowances available from the State for this project.



Civil Engineering
 Surveying
 Project Development

**FEE SCHEDULE
 NOVEMBER 17, 1997**

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		90.00
Civil Engineer		72.00/75.00
Land Surveyor		72.00
Survey Assistant		56.00
CAD/Map Technician		45.00
Senior Designer		66.00
Designer		60.00
Planner		60.00
Civil Engineering Assistant III		66.00
Civil Engineering Assistant II		60.00
Civil Engineering Assistant I		56.00
Engineering Technician III		56.00
Engineering Technician II		50.00
Engineering Technician I		44.00
Specifications Technician I		46.00
Draftsperson II		42.00
Draftsperson I		40.00
Office Manager		64.00
Administrative Assistant II		33.00/46.00
Administrative Assistant I		30.00
FIELD		
Construction Inspector		60.00
Land Surveyor		72.00
Party Chief		58.00/77.00
Field Assistant		45.00/65.00

The above fees include office and field equipment and vehicles. 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, filing fees, recording fees, professional services, special equipment and other miscellaneous charges are additional unless stated otherwise by agreement. Prevailing wage rates for field survey personnel will be Prevailing Wage billed at higher rate shown. Prevailing wage billing rates subject to changes in wage determinations by California Division of Labor.

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.

p:\retrofeed\foesch17.n97



Surveying
Project Development

April 10, 1998

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

Dear Doug,

SUBJECT: Planning and Design Costs for Phase II of the Southland Wastewater Plant Expansion Project

As you know, we are finalizing plans for Phase I of the Southland Wastewater Treatment Plant Expansion project, and expect to be authorized to finalize loan documentation and go to bid in the very near future. The project timetable for the completion of the overall project (Phases I and II), requires that complete plans and specifications be ready for approval by the State by August of 1998. This means that we need to proceed as soon as possible with final design of those facilities in Phase II of the project.

To date, we (GTA) have expended approximately \$80,000.00 for planning and design services relating to Phase I planning and design as well as conceptual design of Phase II. Assuming that the overall construction costs of the project will be about \$1,500,00.00, the State Water Resources Control Board will provide a total allowance to reimburse the District for planning and design of a project of that magnitude of \$54,003.00 for planning and \$92,535.00 for design. I suggest that with regard to finalizing the design and approval of Phase II, through approval of plans and specifications for bidding, that our fees be based upon actual time and materials expended but, not to exceed the allowances provided by the State Water Resources Control Board for those items.

I would like to also note that other allowances are also available for this project. At the \$1,500,000.00 level, the Water Resources Control Board allows \$141,443.00 for construction management, \$13,500.00 for administration, \$8,148.00 for prime engineering for a total allowance for all items of \$309,629.00. Even though the percentage eligibility of loan for construction items is relatively low for this project, it still seems attractive from the standpoint of the balances available which can be utilized to repay the District for past and future expenditures in these categories.

If you have any questions, please contact me.

Very truly yours,

GARING, TAYLOR & ASSOCIATES, INC.

Jim Garing, P.E.
Project Engineer

AGENDA ITEM
MAY 06 1998



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

SUN DALE WELL IMPROVEMENTS

The District contracted with Enloe Well Drilling to drill the Sun Dale Well at the intersection of Camino Caballo and Sun Dale in Nipomo. Mr. Enloe has completed his construction requirements and provided an affidavit that all subs and suppliers have been paid. Now is the time to accept such improvements and file a Notice of Completion. Enclosed for the Board's review is a resolution accepting the well drilling and the filing of the Notice of Completion.

It is staff's recommendation that Resolution 98-Sun Dale be approved.

C:\W:\SunDaleAccept.DOC

RESOLUTION NO. 98-SunDale

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE SUN DALE WELL DRILLING**

WHEREAS, January 21, 1998, the District Board of Directors did award a contract to drill the Sun Dale Well to Enloe Well Drilling Company, and

WHEREAS, Enloe Well Drilling Company has completed the construction of said well, and

WHEREAS, Garing, Taylor and Associates have inspected and approved the completion of the said well, and

WHEREAS, this District is to file a Notice of Completion upon the completion of said work.

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

1. The Sun Dale Water Well Drilling improvements constructed by Enloe Well Drilling Company is completed and accepted by this District.
2. The General Manager is to file the Notice of Completion

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 6th day May 1998.

Alex Mendoza, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NIPOMO COMMUNITY SERVICES DISTRICT
P.O. Box 326
Nipomo, CA 93444

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Nipomo Community Services District
3. The full address of the owner is 148 S. Wilson St. P O Box 326
Nipomo, CA 93444

4. The nature of the interest or estate of the owner is: In fee.

(If other than fee, strike "In fee: and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
None	

6. A work of improvement on the property hereinafter described was completed on May 6, 1998. The work done was:
Drilling of a water well.

7. The name of the contractor, if any, for such work of improvement was Enloe Well Drilling Co.

8. The property on which said work of improvement was completed is in the city of Nipomo
County of San Luis Obispo, State of California, and is described as follows:

9. The street address of said property is Camino Caballo and Sun Dale Way

Dated: _____
Verification for Individual Owner

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

No Transferors

VERIFICATION

I, the undersigned, say: I am the General Manager the declarant of the foregoing I
("President of", "Manager of", "A partner of", "Owner of", etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 19 98, at Nipomo, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of
the notice of completion are true.)

AGENDA ITEM
MAY 06 1998

8

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

WATER SERVICE REPLACEMENTS

The District contracted with TLC Backhoe to replace water services in Nipomo. TLC has completed the construction requirements and has provided an affidavit that all subs and suppliers have been paid. Now is the time to accept such improvements and file a Notice of Completion. Enclosed for the Board's review is a resolution accepting the water service replacements and the filing of the Notice of Completion.

It is staff's recommendation that Resolution 98-TLC be approved.

C:\W:\TLCaccept.DOC

RESOLUTION NO. 98-TLC

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE REPLACEMENT OF WATER SERVICE LINES**

WHEREAS, December 3, 1997, the District Board of Directors did award a contract to TLC Backhoe Service to replace polybutylene water service lines with Schedule 80 PVC, and

WHEREAS, TLC Backhoe Service has completed the replacement of such water service lines, and

WHEREAS, this District is to file a Notice of Completion upon the completion of said work.

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

1. The replacement of polybutylene water service lines with Schedule 80 PVC by TLC Backhoe Service is completed and accepted by this District.
2. The General Manager is to file the Notice of Completion

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 6th day May 1998.

Alex Mendoza, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NIPOMO COMMUNITY SERVICES DISTRICT
P. O. Box 326
Nipomo, CA 93444

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Nipomo Community Services District
- The full address of the owner is 148 S. Wilson Street P O Box 326
Nipomo, CA 93444

- The nature of the interest or estate of the owner is: In fee.
Public Improvements
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
None	

- A work of improvement on the property hereinafter described was completed on April 21, 1998 The work done was:

- The name of the contractor, if any, for such work of improvement was TLC Backhoe Service

- The property on which said work of improvement was completed is in the city of Nipomo

County of San Luis Obispo, State of California, and is described as follows:
Replace water service laterals

- The street address of said property is various

Dated: _____
Verification for Individual Owner

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

No Transferors

VERIFICATION

I, the undersigned, say: I am the Manager the declarant of the foregoing;
("President of", "Manager of", "A partner of", "Owner of", etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 19 98, at Nipomo, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of
the notice of completion are true.)

TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: MAY 6, 1998

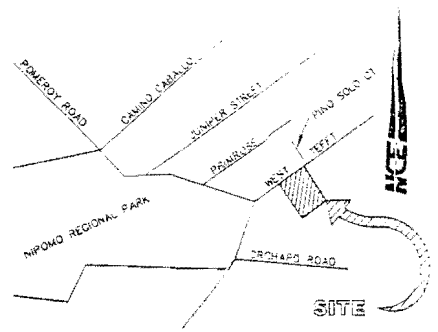
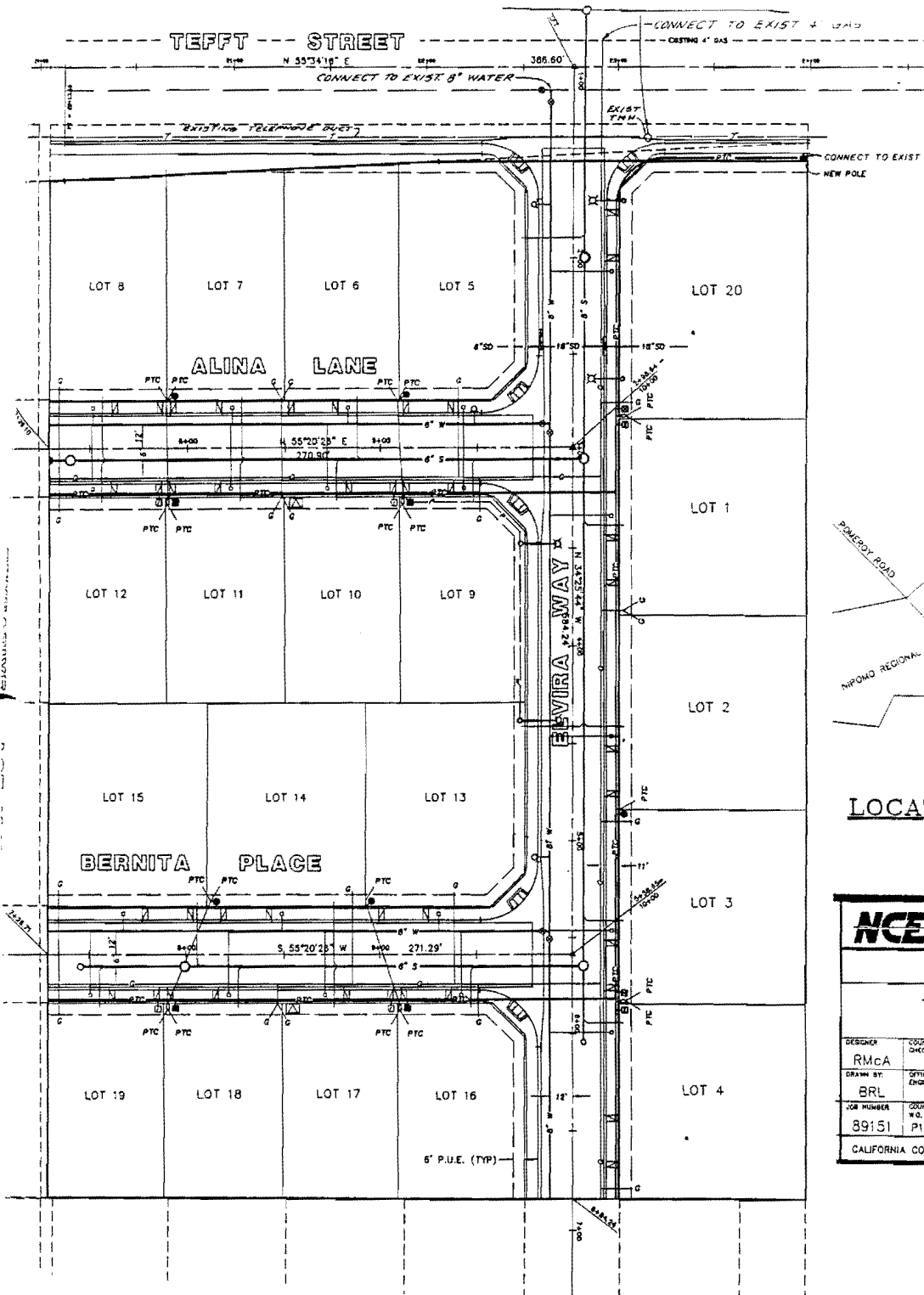
TRACT 1658 (KENGEL)
INTENT-TO-SERVE

The District has received a letter from William Kengel requesting an Intent-to-Serve letter for Tract 1658, a 20-lot subdivision on West Tefft Street. The District originally issued a tentative approval for this tract on July 10, 1989 at which time it was a 17-lot residential subdivision. Since the subdivision has been modified to a 20-lot development, a new Intent-to-Serve letter should be issued with the current requirements of the District. The requirements shall be as follows:

1. Revise and update the improvement plans previously submitted to the District for approval in accordance with the District's Standards and Specifications.
2. Enter into the District's Plan, Check and Inspection Agreement and pay the appropriate fees.
3. Pay all appropriate District water and sewer fees and other fees, as needed.
4. The final Will-Serve letter to be issued after additional well production is on line.
5. Place a 3/4 inch conduit between the meter and the phone jack on the house for future automatic meter reading.

It is staff's recommendation that the Intent-to-Serve letter be approved for Tract 1658 with the above mentioned requirements.

C:\w:\tr1658 request.DOC



LOCATION MAP
NO SCALE

PRELIMINARY
NOT FOR CONSTRUCTION
ISSUED: 10/12/09

NCE NORTH COAST ENGINEERING INC. 715 24th St. Suite C, Paso Robles, CA 93227		
TRACT 1658		
TITLE SHEET		
DESIGNER RMCA	COUNTY CHECKER	APPROVER
DRAWN BY BRL	OFFICE ENGINEER	COUNTY ENGINEER RECOMMENDED FOR APPROVAL
JOB NUMBER 89151	COUNTY W.G. NO. P110308	DEPUTY COUNTY CLERK NCE 102713
CALIFORNIA COORDINATES N 566 E 1252 SHEET 1 OF 3		

William G. Bengel
Pismo Beach, CA

Dear Mr. Jones,
Please check your files to see if an incident to some other was ever secured for Tr. 1658, Pismo. If one was never entered on if the current one is invalid, I am requesting that you advise me to me along with whatever requirements you may have to approve the first improvement plans. Thank you.

Ray Jones
KCSO
Pismo, Ca.

William G. Bengel
133 Castaic
Pismo Beach, Ca. 93449
805-773-4474
4/22/98

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

ACCEPTING WATER IMPROVEMENTS FOR
TRACT 1700 (PEOPLE'S SELF HELP HOUSING)

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (People's Self Help Housing) for Tract 1700, a forty (40) lot development on Grande Ave., has installed water and sewer improvements and has met the District's conditions of installing the improvements, paid associated fees and provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification. Attached is a resolution accepting the water and sewer improvements for Tract 1700.

It is staff's recommendation that your Honorable Board approve Resolution 98-Tract 1700

C:\w:\BD\tr1700.DOC

RESOLUTION NO. 98-TRACT 1700

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS FOR TRACT 1700**

WHEREAS, on February 1, 1993, the District Board of Directors did conditionally approve water and sewer improvements for Tract 1700 (People's Self Help Housing), and

WHEREAS, the District approved and signed the construction plans on March 24, 1997 for the water and sewer improvements to be constructed, and

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

WHEREAS, on April 10, 1998 the Owner offered the water and sewer 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 and sewer fees for service, required in conformance with District Ordinances, have been paid in full for Tract 1700, 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 and sewer improvements constructed to serve the lots created by Tract 1700 are accepted by this District.

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

AYES: Directors

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby adopted this 6th day of May 1998.

Alex Mendoza, Vice President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

ACCEPTING WATER AND SEWER IMPROVEMENTS FOR
TRACT 1981 (NEWDOLL)

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (Newdoll) for Tract 1981, an eight (8) lot development on Primrose Lane, has installed water and sewer improvements and has met the District's conditions of installing the improvements, paid associated fees and provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification. Attached is a resolution accepting the water and sewer improvements for Tract 1981.

It is staff's recommendation that your Honorable Board approve Resolution 98-Tract 1981.

C:\W:\BD\tr1981.DOC

RESOLUTION NO. 98-TRACT 1981

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS FOR
TRACT 1981 (NEWDOLL)**

WHEREAS, on May 21, 1990, the District Board of Directors did conditionally approve water and sewer improvements for Tract 1981 (Primrose Lane-Newdoll), and

WHEREAS, the District approved and signed the construction plans on April 26, 1996 for the water and sewer improvements to be constructed, and

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

WHEREAS, on April 24, 1998 the Owner offered the water and sewer 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 and sewer fees for service, required in conformance with District Ordinances, have been paid in full for Tract 1981, 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 and sewer improvements constructed to serve the lots created by Tract 1981 are accepted by this District.

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

AYES: Directors
NOES:
ABSENT:
ABSTAIN:

the foregoing resolution is hereby adopted this 6th day of May 1998.

Alex Mendoza, Vice President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

AGENDA ITEM

12

MAY 06 1998

TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: MAY 6, 1998

MINUTES FROM SAFETY MEETING

The Minutes from the Safety Meeting of April 28, 1998 are presented to your Honorable Board for your review. After review and comments, the Board of Directors may make a motion to accept and file the Safety Minutes.

This is a procedural item so that the District may receive credit on its insurance premium.

C:\W:\BD\safemtg.DOC

NIPOMO COMMUNITY SERVICES DISTRICT
261 WEST DANA, SUITE 101
PO BOX 326
NIPOMO, CA 93444-0326
(805) 929-1133 FAX (805) 929-1932

NIPOMO CSD SAFETY MINUTES

Date: April 28, 1998

Present: Donna Johnson, Lisa Bognuda, Butch Simmons, Ernest Thompson,
John Caldon and Rick Motley

The following videos were viewed:

1. Homicide in the Workplace
2. CPR for Bystanders

There were no questions relating to the videos.

The No Smoking Policy adopted by the Board of Directors was handed out.
Each employee signed a letter acknowledging receipt of the policy.

Adjournment.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: MAY 6, 1998

MANAGER'S REPORT

1. CONFLICT OF INTEREST PAMPHLET

The District has received the 1998 Conflict of Interest pamphlet from the State Attorney General's office. The pamphlet is in the office for your review.

2. STATE WATER PROJECT SHUTDOWN

The District has received notification that the State Water Project Shutdown will begin on May 9, 1998 and resume deliveries on May 18, 1998. A valve is scheduled to be installed near Thompson Road and Melschau Road for possible future use by the Nipomo Valley Mutual Water Company.

C:\w:\mgr050698.DOC



State of California
Office of the Attorney General
Daniel E. Lungren
Attorney General

Conflict of interests laws are grounded on the notion that government officials owe paramount loyalty to the public, and that personal or private financial considerations on the part of government officials should not be allowed to enter the decision making process. The purpose of this pamphlet is to assist government officials in complying with California's conflict of interests laws and to assist the public and the news media in understanding these laws so that conflict of interests situations can be monitored.


This pamphlet does not purport to cover all conflict of interests laws. Rather, it focuses on financial conflicts of interests by local and state executive and legislative officials. It does not cover judicial conflicts of interests, the Legislative Code of Ethics, nor the ethical requirements of the state bar.

If you suspect that a government official or a candidate may be involved in a conflict of interests, you can consult this pamphlet to familiarize yourself with the basic requirements of the law and of the enforcement remedies which are available to you. Although this pamphlet will be helpful to both officials and the public, it is no substitute for directly consulting the law in question, or a private or public attorney.

By providing information about the requirements of these laws, the ways in which they have been interpreted and the ways in which they can be enforced, we hope that fewer misunderstandings will result about what is and what is not a conflict of interests. Through an understanding of these laws, government officials should be able to avoid conflict of interests situations and members of the public will be better able to determine whether a legal conflict of interests exists.

Ideas and suggestions for future editions of this pamphlet are welcomed and should be addressed to the editor.

Sincerely,


DANIEL E. LUNGREN
Attorney General

WARRANTS MAY 6, 1998

HAND WRITTEN CHECKS

17988 Cal Prop Mgmt \$79.45

VOIDS

2444
9935

NET PAYROLL

CK# 2445-2453 \$12,103.79

COMPUTER GENERATED CHECKS

9926	04/29/98	ROBERT BLAIR	\$100.00
9927	04/29/98	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$661.11
9928	04/29/98	ENLOE WELL DRILLING	\$70,421.00
9929	04/29/98	KATHLEEN FAIRBANKS	\$100.00
9930	04/29/98	DOUG JONES	\$300.00
9931	04/29/98	GENE KAYE	\$100.00
9932	04/29/98	ALEX MENDOZA	\$100.00
9933	04/29/98	PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$1,897.40
9934	04/29/98	ALBERT SIMON	\$100.00
9936	05/06/98	ADVANTAGE ANSWERING PLUS	\$97.95
9937	05/06/98	ROBERT BLAIR	\$423.84
9938	05/06/98	BOGNUDA, LISA	\$225.00
9939	05/06/98	BOYLE ENGINEERING CORPORATION	\$714.43
9940	05/06/98	CALIFORNIA APPLIED TECHNOLOGIES	\$535.44
9941	05/06/98	CHEVRON	\$448.12
9942	05/06/98	DANA PROPERTIES	\$205.97
9943	05/06/98	FGL ENVIRONMENTAL ANALYTICAL CHEMIST	\$179.20
9944	05/06/98	KATHLEEN FAIRBANKS	\$100.00
9945	05/06/98	GTE CALIFORNIA	\$30.21
9946	05/06/98	GREAT WESTERN ALARM AND COMMUNICATIO	\$25.00
9947	05/06/98	GENE KAYE	\$100.00
9948	05/06/98	McKESSON WATER PRODUCTS	\$6.70
9949	05/06/98	ALEX MENDOZA	\$100.00
9950	05/06/98	MID STATE BANK-MASTERCARD	\$19.95
9951	05/06/98	MISSION UNIFORM SERVICE	\$215.25
9952	05/06/98	NIPOMO ACE HARDWARE, INC.	\$228.47
9953	05/06/98	NIPOMO AUTO PARTS	\$49.25
9954	05/06/98	NIPOMO CHEVRON	\$33.99
9955	05/06/98	NIPOMO GARBAGE COMPANY	\$54.73
9956	05/06/98	NIPOMO GARDENING EQUIP REPAIR SHOP	\$158.05
9957	05/06/98	P G & E	\$14,894.31
9958	05/06/98	PERS HEALTH BENEFIT SERVICES	\$3,294.50
9959	05/06/98	PRECISION JANITORIAL SERVICE	\$135.00
9960	05/06/98	UCSB EXTENSION	\$370.00
9961	05/06/98	SAN LUIS OBISPO COUNTY CLERK RECORDE	\$14.00
9962	05/06/98	SHIPSEY & SEITZ, INC.	\$6,455.00
9963	05/06/98	ALBERT SIMON	\$100.00
9964	05/06/98	SOUTHERN CALIF GAS COMPANY	\$113.93
9965	05/06/98	SYLVESTER'S SECURITY ALARMS, INC.	\$35.00
9966	05/06/98	TERMINIX INTERNATIONAL	\$42.00
9967	05/06/98	T.L.C. BACKHOE SERVICES	\$90,962.50
9968	05/06/98	USA BLUE BOOK	\$2,123.39
9969	05/06/98	U S BANK	\$50.00
9970	05/06/98	FLOYD V. WELLS, INC.	\$233.72