

# NIPOMO COMMUNITY SERVICES DISTRICT

## AGENDA

OCTOBER 21, 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**

### **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL 6:00 p.m. in District Conference Room**

- A. Existing litigation GC§ 54956.9
  - 1. NCSD vs. Shell Oil, et. al. Case No. CV 077387
- B. Potential Litigation GC§ 54956.9(b) 1 CASE  
NCSD vs Miller

**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 SEPTEMBER 30, 1998

### **PUBLIC COMMENTS PERIOD**

- 2. 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.)**

- 3. GROUND WATER RESOURCES OF THE NIPOMO MESA  
State Department of Water Resources representatives will make a presentation on the Nipomo Mesa Ground Water Study
- 4. ACCEPTANCE OF IMPROVEMENTS FOR TRACT 1661-CASTELLANOS  
Consideration of Resolution accepting water and sewer improvements for Tract 1661
- 5. CONSTRUCTION MANAGEMENT AGREEMENT-OAKGLEN/MALLAGH WATER LINE  
Review and approve construction management agreement with Cannon and Associates
- 6. REQUEST FOR SERVICE - TRACT 2266 (NEWDOLL)  
Review request for water & sewer service for 17-lot subdivision on Hazel Lane, Mesa Road and Martha Way
- 7. STAFF SAFETY MEETING  
Approval of safety meeting minutes

### **FINANCIAL REPORT**

- 8. APPROVAL OF WARRANTS
- 9. THIRD QUARTER INVESTMENT REPORT  
Board's review of third quarter Investment Report
- 10. FIRST QUARTER FINANCIAL STATEMENT

### **OTHER BUSINESS**

- 11. MANAGER'S REPORT
  - 1. INCIDENT REPORT
  - 2. AWWA - CA/NV CONFERENCE
  - 3. COMMITTEE REPORTS
    - WRAC MEETING OCT 7
    - Chamber of Commerce Sept. 30 Mtg - Director Kaye
- 12. DIRECTORS COMMENTS

### **ADJOURN**

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

SEPTEMBER 30, 1998 7:30 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**

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

President Mendoza called the Regular Meeting of September 30, 1998 to order at 7:35 p.m. and led the flag salute.

### **ROLL CALL**

At Roll Call, all Board members were present.

### **APPROVAL OF MINUTES**

1. REGULAR MEETING OF SEPTEMBER 16, 1998

Upon motion of Director Kaye and seconded by Director Fairbanks, the Board unanimously approved the Minutes of the September 16, 1998 Regular Board Meeting.

### **PUBLIC COMMENTS PERIOD**

2. PUBLIC COMMENTS

President Mendoza opened the meeting to public comments. There were no public comments.

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

3. AUDIT REPORT FOR FISCAL YEAR 1997-98

Mr. Carlos Reynoso, CPA presented the fiscal year 1997-98 audit report to the Board of Directors. Mr. Reynoso, CPA pointed out the highlights of the report and answered questions. There were no public comments.

Upon motion of Director Kaye and seconded by Director Fairbanks, the Board unanimously accepted the fiscal year 1997-98 audit report.

4. LUCIA MAR SCHOOL District HIGH SCHOOL #2-EIR

Mr. Jones reviewed the comments on the EIR that were in the staff report and stated that comments on the draft EIR are due by October 14, 1998. It was pointed out that the draft EIR addresses annexation only and does not mention an outside user agreement.

During this agenda item (#4), the following person spoke:

Perry Judd, Lucia Mar School District Representative - He stated that the School District was surprised at the staff report which indicates the retrofitting requirement to be 8 to 1 and not 2 to 1. He thanked District staff and Board Members for attending their public hearing the previous evening and looks forward to meeting with the District's subcommittee.

Staff will forward a letter to the School District as outlined in the staff report and will include comments regarding outside user agreements.

**MINUTES SUBJECT TO BOARD APPROVAL**

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

5. ACCEPTANCE OF IMPROVEMENTS FOR TRACT 2151 - PRATT  
Mr. Jones stated that all of the documents required in the Inspection Agreement have been received from the developer of Tract 2151 for acceptance.

During this agenda item (Item #5) the following public spoke:

Jack Stoddard, President of the Black Lake Advisory Committee. - As of July 22, 1998, the Black Lake is now known as Black Lake Village as authorized by San Luis Obispo County. Mr. Stoddard had no objection of the District accepting the improvements, however, the resolution should clearly state that the improvements are within the Black Lake Village Division. He also stated that Tract 2151 complied with the Plans and Specifications but the improvements do not comply with the Black Lake Village Architectural Review Committee's requirements. This matter will need to be addressed at some future date.

Upon motion of Director Simon and seconded by Director Kaye, the Board unanimously approved Resolution 98-667, as amended to include that the offer of improvements was to the Black Lake Village, a Division of the Nipomo Community Services District.

**RESOLUTION 98-667**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS FOR TRACT 2151**

6. ACCEPTANCE OF IMPROVEMENTS FOR TRACT 1779-WITTSTOM

Mr. Jones stated that all of the documents required in the Inspection Agreement have been received from the developer of Tract 1779 for acceptance.

During this agenda item (Item #6) the following public spoke:

Jack Stoddard, President of the Black Lake Advisory Committee - Mr. Stoddard stated that his comments previously made on agenda Item #5 apply to this agenda item as well.

Upon motion of Director Kaye and seconded by Director Simon, the Board unanimously approved Resolution 98-668, as amended to include that the offer of improvements was to the Black Lake Village, a Division of the Nipomo Community Services District.

**RESOLUTION 98-668**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS FOR TRACT 1779**

7. SUPPLEMENTAL WATER CHARGE

Request by Director Blair to discuss sources, costs and procedures for acquiring supplemental water

Mr. Jones explained procedures the District would need to follow in order to obtain a supplemental water supply. The methodologies for paying for this could include modifying the capacity fee or monthly user charge, form an assessment district or charge a standby fee. The formation of an assessment District or a standby charge are subject to Proposition 218 which would require a vote and a 2/3 majority.

During this agenda item (Item #7) the following public spoke:

John Snyder - 662 Eucalyptus Rd. - commented on NCSD's policy on water.

Upon the motion of Director Fairbanks and seconded by Director Blair, the Board unanimously agreed to pursue this item of investigating the possible acquisition of supplemental water. Director Blair and Director Simon agreed to serve on the subcommittee.

8. COUNTY WATER ADVISORY COMMITTEE FACILITATOR PROGRAM

Mr. Jones explained that Director Simon requested this item be reviewed again by the Board. Mr. Simon stated that he felt in make a mistake when he voted no at the last meeting. It is felt that if NCSD does not support the hiring of a facilitator, WRAC will not move forward since NCSD is the only elected political body in the area.

During this agenda item (Item #8) the following public spoke:

John Snyder - 662 Eucalyptus Rd. - spoke in opposition of the District supporting the hiring of a facilitator by WRAC

Upon the motion of Director Kaye and seconded by Director Simon, the Board voted to support the WRAC's hiring of a facilitator for Area 6. The vote was 4-1, with Director Blair dissenting.

9. CONTRACT FOR SEWER MANHOLE REHABILITATION

Mr. Jones explained the need to rehabilitate sewer manholes on Oakglen, Juniper and Frontage Road and reviewed the bid for this project. There were no public comments. Upon the motion by Director Kaye and seconded by Director Blair, the Board unanimously approved the resolution.

**RESOLUTION 98-669**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AWARDING SEWER MANHOLE REHABILITATION TO B & W PRECAST CONSTRUCTION, INC.**

10. REVISIONS OF DISTRICT ORDINANCES

The ordinance was reviewed by the Board on September 2 and the introduction and first reading occurred on September 16. Mr. Seitz, District legal counsel, reviewed the ordinance and pointed out the highlights of the new ordinance. There were no public comments. Upon the motion of Director Kaye and seconded by Director Mendoza, the Board unanimously approved Ordinance 98-87.

**AN ORDINANCE OF THE Board OF DIRECTORS OF THE Nipomo Community Services District:**

**A: ESTABLISHING A NEW METHOD OF CALCULATING CAPACITY CHARGES FOR CERTAIN MULTI-FAMILY UNITS; AND B: AMENDING District ADMINISTRATIVE PROCEDURES**

**FINANCIAL REPORT**

11. APPROVAL OF WARRANTS

Upon motion of Director Simon and seconded by Director Blair, the Board unanimously approved the Warrants presented at the September 30, 1998 meeting.

**OTHER BUSINESS**

12. MANAGER'S REPORT

Mr. Jones presented information on the following items:

1. CALIFORNIA WATER JOURNAL ARTICLE ON BOTTLED WATER

13. DIRECTORS COMMENTS

Directors Blair, Mendoza and Simon and Mr. Jones commented on the California Special District Association's annual conference that they attended. Director Mendoza commented that it would be beneficial for staff to attend.

Legal counsel, Jon Seitz, explained the need to go into Closed Session. President Mendoza adjourned the meeting to Closed Session.

**CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL**

A. Existing litigation GC§ 54956.9

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

B. Potential litigation GC§54956.9z9b) 1 Case-  
NCSD vs Miller

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

**ADJOURN**

President Mendoza adjourned the meeting at 10:15 p.m.

**AGENDA ITEM**



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: OCTOBER 21, 1998

**GROUND WATER RESOURCES OF THE NIPOMO MESA**

The State Department of Water Resources representatives, Vernon Koop, Evelyn Tompkins and Mike Maisner, will make a presentation to your Honorable Board on their recent study of the water resources of the Arroyo Grande-Nipomo Mesa area.

C:\W:\GROUND WATER RESOURCES.DOC



STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
SOUTHERN DISTRICT

*DRAFT/ Preliminary, Subject to Revision*

**WATER RESOURCES OF THE  
ARROYO GRANDE - NIPOMO MESA AREA**

**APRIL 1998**

Douglas P. Wheeler  
Secretary for Resources  
The Resources  
Agency

Pete Wilson  
Governor  
State of  
California

David N. Kennedy  
Director  
Department of  
Water Resources

**AGENDA ITEM**

OCT 21 1998

4

TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: OCTOBER 21, 1998

ACCEPTING WATER and SEWER IMPROVEMENTS FOR  
TRACT 1661 (CASTELLANOS)

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer for Tract 1661, a sixty(60) lot development on Division an Orchard Roads, has installed water and sewer improvements and has met the District's conditions of installing the improvements, 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 and sewer improvements for Tract 1661.

It is staff's recommendation that your Honorable Board approve Resolution 98-670.

C:\W:\BD\tr1661acceptance.DOC



**RESOLUTION NO. 98-670**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS FOR TRACT 1661**

**WHEREAS**, on November 2, 1998, the District Board of Directors did conditionally approve water and sewer improvements for Tract 1661 (a 60 lot development), and

**WHEREAS**, the District approved and signed the construction plans on March 10, 1990 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 August 3, 1998 the Owner offered the water and sewer improvements to the District, and

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

**WHEREAS**, all fees for service, required in conformance with District Ordinances, have been paid in full for Tract 1661, 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 1661 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 21st day of October 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**

**OCT 21 1998**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: OCTOBER 21, 1998

CONSTRUCTION MANAGEMENT AGREEMENT  
OAKGLEN/MALLAGH WATER LINE

The District wishes to acquire the services of Cannon & Associates for the construction management and inspection of the Oakglen/Mallagh water line improvement project. To formalize this matter, the attached consultant services agreement is presented to the Board for its approval.

The services to be provided by Cannon and Associates are shown on Exhibit "A" of the agreement with the fee schedule of \$4,500.00 for this service.

It is staff's recommendation to approve the agreement for consultant services with Cannon Associates for the construction of the Oakglen/Mallagh water line improvement project and authorize the President of the Board to execute the agreement.

C:\W:Cannon consultant.DOC

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

**CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT, made this 5th day of March 1997, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "**DISTRICT**"), and **Cannon Associates** (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**, **Russell S. Thompson** shall have the responsibility for the progress and execution of this Agreement for **CONSULTANT**.

2. **DUTIES OF CONSULTANT**

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

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

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

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

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

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

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

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

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

3. **COMPENSATION**

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

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

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

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

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

4. **SCHEDULE**

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

5. TEMPORARY SUSPENSION

The **DISTRICT**'s Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid for services performed through the date of temporary suspension. In the event that **CONSULTANT**'s services hereunder are delayed for a period in excess of six (6) months due to causes beyond **CONSULTANT**'s reasonable control, **CONSULTANT**'s compensation shall be subject to renegotiation.

6. SUSPENSION; TERMINATION

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

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

7. INSPECTION

**CONSULTANT** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials

furnished, if any, shall be subject to the **DISTRICT's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

8. **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:**

Cannon Associates  
364 Pacific Street  
San Luis Obispo, CA 93401

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 \$500,000 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**  
Cannon Associates

By: \_\_\_\_\_  
Managing Engineer

\_\_\_\_\_  
**DISTRICT**  
By: Kathleen Fairbanks  
Board President



## Exhibit "A"

### **CONSTRUCTION MANAGEMENT- Oakglen-Mallagh Waterline Improvement Project**

We shall provide construction project management services to the Nipomo Community Services District during construction of the – **Oakglen-Mallagh Waterline Improvement Project**.

Cannon Associates shall provide construction observation of the waterline construction. We anticipate a construction period of approximately four to six weeks for the construction. During that period we shall visit the site during construction of the demolition, trench preparation, construction of the waterline improvements, and appurtenant work. We will verify at the end of construction that the contractor has completed the contract work and that his work substantially conforms to the plans and specifications.

Construction observations will be recorded and copies of each visit shall be forwarded to the District in the form of a weekly inspection report. We have allocated 30 hours for construction observations.

The general scope of services includes:

- Coordination and attendance of a pre-construction meeting
- Periodic construction observations
- Daily inspection logs
- Weekly summary report to District
- Communication of directives to contractor to ensure conformance with plans and specifications
- Observations will be provided as necessary to observe each phase of construction.
- Provide clarifications and minor modification to plans and specifications
- Review and recommendation of approval of payment requests
- Final inspection and recommendation of approval
- Record drawing preparation

(end)



Exhibit "B"

MICHAEL F. CANNON, PE  
ANDREW G. MERRIAN, AIA, AICP  
DANIEL S. HUTCHINSON, LS

September 29, 1998

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

ENGINEERS

PLANNERS

SURVEYORS

**Project: Proposal to Provide Construction Management Services for  
Oakglen-Mallagh Waterline Improvement Project**

Dear Doug:

Thank you for the opportunity to continue to assist you with this project.

Cannon Associates is prepared to provide the District with construction management and periodic construction observations for this project. Cannon Associates shall provide the construction engineering services for this project as detailed on the attached "Exhibit A".

Fees are based on the hourly rates per the enclosed fee schedule and do not include contractor selection, bid coordination or materials testing fees. Additional services beyond the scope of work stated shall be billed on a time and materials basis with prior client approval.

**Construction Management Services:**

Oakglen Mallagh Waterline Improvement Project: \$4,500.00

**Acceptance and Terms:**

The District's standard contract for consultant services (as utilized for the design project) will detail the terms for work and payment. I have attached our current fee schedule for inclusion in the contract. Materials are charged at a cost plus 10% basis.

If this meets with your approval, please return a Consultant Services Agreement to this office for approval.

This proposal is good for 60 days from this date. If you have any questions, please give me a call.

Sincerely,

Russell S. Thompson, P.E.  
Senior Civil Engineer

RST:dlw  
970109

364 PACIFIC STREET  
SAN LUIS OBISPO, CA  
93401

805 544-7407  
FAX 805 544-3863

PROVIDING SERVICE SINCE 1976



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**FEE SCHEDULE**  
November 1996

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Position Description	Rate/Hour
Principal Engineer	\$ 90.00
Senior Civil Engineer	75.00
Associate Civil Engineer	62.00
Civil Engineer	55.00
Senior Project Designer	60.00
Project Designer	50.00
Engineer/Technician II	45.00
Engineer/Technician I	40.00
Technician	32.00
Construction Manager	65.00
Construction Observation	55.00
Project Manager	75.00
One-Man Survey Crew	60.00
Two-Man Survey Crew	105.00
Three-Man Survey Crew	135.00
Principal Surveyor	87.00
Senior Land Surveyor	72.00
Land Surveyor	60.00
Survey/Technician III	50.00
Survey/Technician II	44.00
Survey/Technician I	36.00
Draftsman III	50.00
Draftsman II	45.00
Draftsman I	40.00
Clerical II	37.00
Clerical I	32.00
Clerical Assistant	25.00

**Cannon Associates**  
264 Pacific Street  
San Luis Obispo, CA 93401  
815/544-7407  
815/544-2803 Fax



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**REIMBURSABLE EXPENSE SCHEDULE**  
February 1996

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Blueprints	\$ 2.00 per sheet
Sepia Mylars	\$10.00 per sheet
Plots	\$10.00 per sheet
Photocopies	\$ 0.15 per page
Other Reproduction	Cost + 15%
Communication (Mail and Telephone)	Cost + 15%
FAX	\$ 1.00 per page
Shipping (UPS, Fed Ex, etc.)	Cost + 15%
Subcontracted Services	Cost + 15%
Per Diem (room and board for 2 person crew)	\$160.00/day
Travel by Automobile	\$ 0.35 per mile
Travel - Other Than Automobile	Cost + 15%
GPS Equipment	\$200.00/day per receiver \$400.00/day minimum charge
Permit Fees	Cost + 15%
Subconsultant Fees	Cost + 10%

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates. Corporate officers and senior staff will be billed as 1.2 times the stated rate for Principal.

Survey crews are billed portal to portal, and mileage charges are included in the hourly rate.

OCT 21 1998

TO: Board OF DIRECTORS  
FROM: DOUG JONES  
DATE: OCTOBER 21, 1998

INTENT TO SERVE - TRACT 2266  
(NEWDOLL)

The District has received a request from Terry Payne of EDA requesting an Intent-to-Serve for Tract 2266, a 17-lot subdivision on Hazel Lane, Mesa Road and Martha Way. The attached Tract Map shows the proposed subdivision. It is recommended that an Intent-to-Serve letter to Tract 2266 be approved with the following conditions to be met prior to the issuance of a Final Will-Serve letter and acceptance by the District:

1. Enter into a Plan, Check and Inspection Agreement and pay the appropriate fees.
2. Submit Improvement Plans to the District for approval showing appropriate looping and be prepared in accordance with the District Standards and Specifications.
3. The Developer complete the retrofitting of 136 homes which is part of the annexation agreement to create sufficient water supply for this Tract prior to the District approving the Improvement Plans.
4. Pay all appropriate District water, sewer and other fees that may be associated with this development.
5. Place a 3/4" conduit between the meter and the phone jack on the house for future automatic meter reading.
6. The Will-Serve Letter will be issued after additional well production is on line.
7. Submit the following:
  - a. Reproducible As-Builts
  - b. Offer of Dedication
  - c. Engineer's Certificate
  - d. Summary of costs of water and sewer improvements
8. This Intent-to-Serve letter will expire one year from date of issuance.

A motion would be in order to approve the Intent-to-Serve letter for Tract 2264 with the above conditions.

Board2/tract2266



# EDA

ENGINEERING  
DEVELOPMENT  
ASSOCIATES

Nipomo Community Service District  
148 S. Wilson Street  
Nipomo, CA 93444-0326

Date: 9-28-98  
Project Number: 2-1690-600  
A.P. Number: Tract 2266

Attention: Doug Jones

**Re: Request for Can and Will Serve Letter** TRACT 2266

Dear Doug:

Please consider this a formal request for "can and will serve" letter for 17 single family residential lots and on basin lot on approved LAFCo annexation #17. Enclosed for your review are two copies of proposed Tract 2266, located at 227 Hazel Lane in the community of Nipomo.

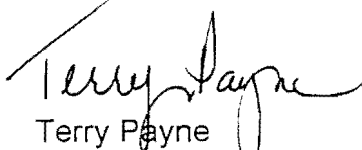
Please return the enclosed map with any comments or mark up's you may have, along with service availability letter to EDA, in care of Terry Payne.

If you have any questions concerning this project, please contact our office.

Thank you.

Sincerely,

ENGINEERING DEVELOPMENT ASSOCIATES

  
Terry Payne  
Project Coordinator

Enclosure

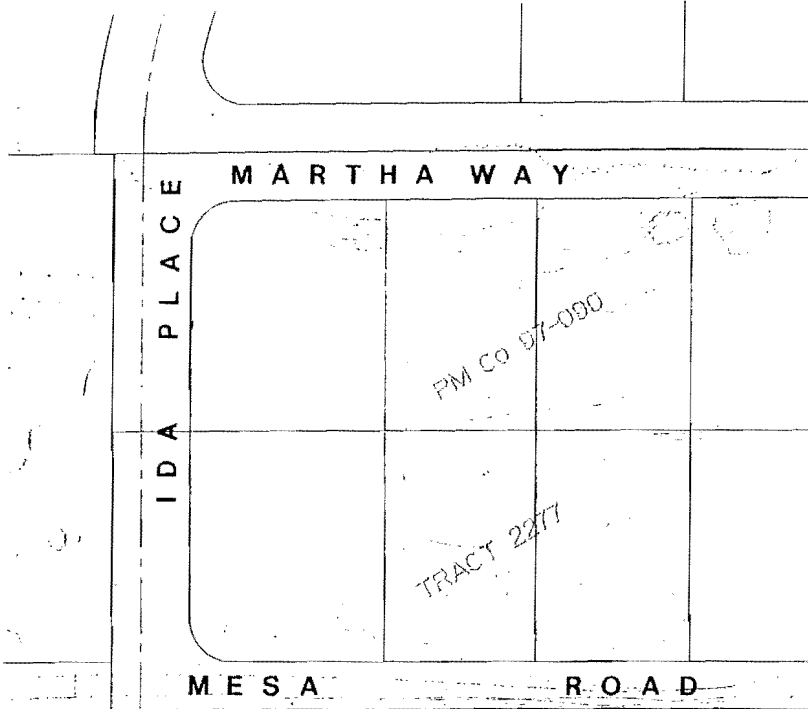
TP\bd116906ws.ncs (09/28/98 00:59PM)

RECEIVED

OCT 01 1998

NIPOMO COMMUNITY  
SERVICES DISTRICT

TEFFT ST.



VESTING TENTATIVE MAP FOR  
**TRACT NO. 2266**

BEING A SUBDIVISION OF WEST 1/2 OF LOT 62, AND THE WEST 1/2 OF LOT 63 OF DIVISION B OF CALIMEX PLANTATION COMPANY SUBDIVISION OF RANCHO NIPOMO IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1, PAGE 23 OF MAPS, RECORDS OF SAID COUNTY

APPLICANT

R. H. NEWOOLL CONSTRUCTION, INC.  
 P. O. BOX 364  
 GROVER BEACH, CA 93433  
 805.489.4457

OWNER

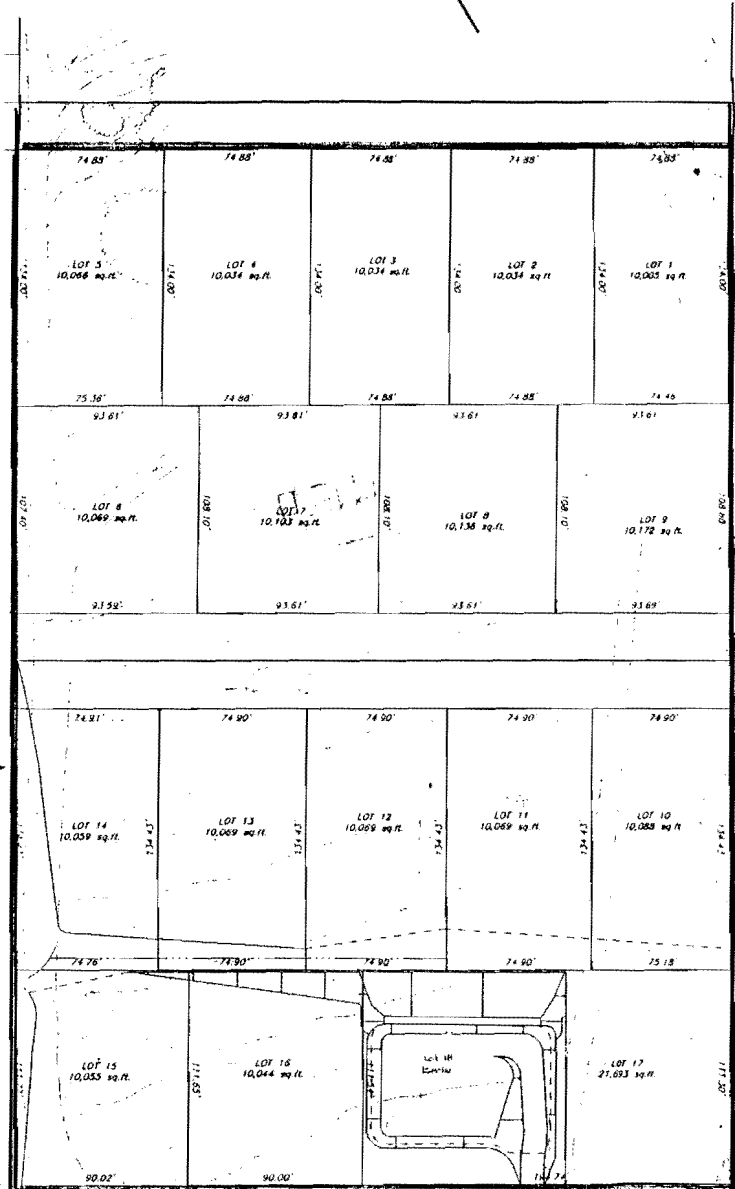
R. H. NEWOOLL/GEORGE ALVERA  
 P. O. BOX 364  
 GROVER BEACH, CA 93433  
 805.489.4457

PREPARED BY:

**ENGINEERING DEVELOPMENT ASSOCIATES**

1320 NIPOMO STREET, SAN LUIS OBISPO CALIFORNIA 95071

TRACT 1712



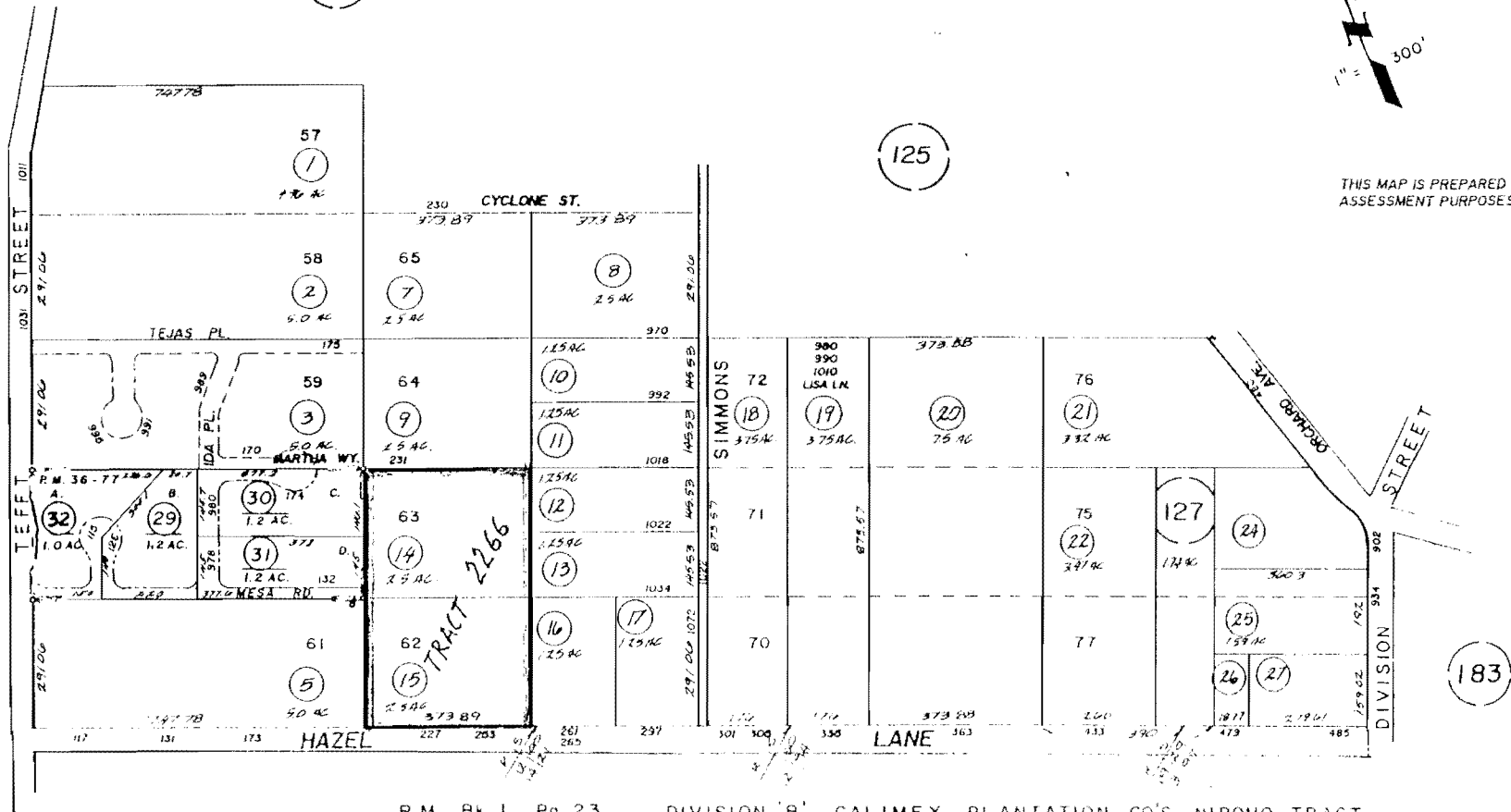
122

24

125



THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.



R.M. Bk. I , Pg. 23 - - - - DIVISION 'B' CALIMEX PLANTATION CO'S. NIPOMO TRACT

51

52

45

10-9-91  
7-21-94

NIPOMO  
Assessor's Map, County  
San Luis Obispo, C

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: OCTOBER 21, 1998

STAFF SAFETY MEETING MINUTES

On September 30, 1998, staff conducted a safety meeting by reviewing a number of videos and discussing work safety, harassment and violence in the work place. The Minutes of the Safety meeting are presented for approval. The District receives a credit from its insurance carrier for holding such meetings.

A motion would be in order, followed by a voice vote to accept and file the Safety Minutes.

C:\W\Safety minutes.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: September 30, 1998

Present: Lee Douglas, Butch Simmons and Rick Motely

The following videos were viewed:

1. The Choice is Ours - Driving
2. Shoveling Safety

There were no questions relating to the videos.

Present: Lee Douglas, Butch Simmons, Rick Motely, Lisa Bognuda and Doug Jones

Violence in the workplace and the various types of harassment was discussed. There are various types and degrees of violence in the workplace. There are also various types of harassment including sexual, physical and verbal. These acts are not permitted at Nipomo Community Services District.

Adjournment.



TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: OCTOBER 21, 1998

**INVESTMENT POLICY - QUARTERLY REPORT**

The Board of Directors adopted the 1998 Investment Policy for NCSD on January 21, 1998. The Policy states that the Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the Board of Directors within thirty (30) days after the end of each quarter (i.e., by May 1, August 1, November 1, and February 1) (California Government Code Section 53646).

Below is the September 30, 1998 Quarterly Report for your review. The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the 1998 Investment Policy.

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

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**INVESTMENT POLICY - QUARTERLY REPORT 9/30/98**

The District's investments are as follows:

TYPE OF INVESTMENT	INSTITUTION	DATE OF MATURITY	AMOUNT OF DEPOSIT 9/30/98	RATE OF INTEREST	ACCRUED INTEREST 9/30/98
Money Market Checking	Mid-State Bank	n/a	\$16,847.67	1.01%	\$0.00
Savings	Mid-State Bank	n/a	\$16,270.71	2.54%	\$0.00
Pooled Money Investment	Local Agency Investment Fund	n/a	\$5,137,744.04	5.65%	\$73,955.81

n/a = not applicable

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 1998 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

Respectfully submitted,

Doug Jones  
 General Manager and  
 Finance Officer/Treasurer

**AGENDA ITEM**

**10**

**OCT 21 1998**

TO: BOARD OF DIRECTORS  
FROM: LISA BOGNUDA  
DATE: OCTOBER 21, 1998

FIRST QUARTER FINANCIAL STATEMENTS

Attached is the Consolidated Balance Sheet as of September 30, 1998 and the Consolidated Income Statement for the three months ended September 30, 1998. Also, attached is the summary of revenues and expenses and cash balances for each fund as of September 30, 1998. If you would like a balance sheet and income statement for each fund, please let me know.

The fiscal year is 25% complete with nine months remaining. The Consolidated Income Statement summarizes the District's operations for the first three months of the fiscal year. The total operating revenues are 33% of the budgeted amount and total operating expenditures are 21% of the budgeted amount.

**SUMMARY OF REVENUES AND EXPENSES BY FUND  
THREE MONTHS ENDED SEPTEMBER 30, 1998**

FUND	FUND #	YTD REVENUES	YTD EXPENSES	FUNDED REPLACEMENT	YTD NET INC/ (NET LOSS)
Administration	110	27,325	(27,325)	0	0
Town Water	120	388,903	(202,480)	(25,776)	160,647
Town Sewer	130	118,354	(46,043)	(23,439)	48,872
Blacklake Water	140	51,154	(28,212)	(2,499)	20,443
Blacklake Sewer	150	17,161	(20,280)	(1,626)	(4,745)
Blacklake Streetlighting	160	688	(4,500)	0	(3,812)
Drainage Maintenance	170	1,664	0	0	1,664
Sewer Maint Dist (Folkert Oaks)	180	2,877	(200)	0	2,677
Montecito Verde II	190	1,462	(233)	0	1,229
Property Taxes	210	1,638	0	0	1,638
Town Water Capacity Fees	220	9,752	0	0	9,752
Town Sewer Capacity Fees	230	28,497	(44)	0	28,453
Blacklake Water Capacity Fees	240	1,703	0	0	1,703
Funded Replacement-Town Water	800	4,361	0	25,776	30,137
Funded Replacement-Town Sewer	801	5,605	0	23,439	29,044
Funded Replacement-BL Water	802	496	0	2,499	2,995
Funded Replacement-BL Sewer	803	307	0	1,626	1,933
<b>TOTAL</b>		<b>661,947</b>	<b>(329,317)</b>	<b>0</b>	<b>332,630</b>

**CASH BALANCE OF EACH FUND  
AS OF SEPTEMBER 30, 1998**

FUND	FUND #	CASH BALANCE 09/30/98
Administration	110	252
Town Water	120	194,509
Town Sewer	130	417,874
Blacklake Water	140	535,478
Blacklake Sewer	150	(3,000)
Blacklake Streetlighting	160	46,559
Drainage Maintenance	170	112,247
Sewer Maint Dist (Folkert Oaks)	180	150,897
Montecito Verde II	190	42,594
Property Tax	210	4,747
Town Water Capacity Fees	220	670,046
Town Sewer Capacity Fees	230	2,073,984
Blacklake Water Capacity Fees	240	135,943
Funded Replacement-Town Water	800	321,422
Funded Replacement-Town Sewer	801	408,377
Funded Replacement-BL Water	802	36,330
Funded Replacement-BL Sewer	803	22,501
<b>SUBTOTAL</b>		<b>5,170,760</b>

**CUSTODIAL FUNDS-A/D #93-1**

A/D-Redemption Fund	820	834
A/D-Reserve Fund	820	108,668
<b>SUBTOTAL</b>		<b>109,502</b>

**GRAND TOTAL** 5,280,262



**CONSOLIDATED-ALL FUNDS**

Period Ending: 09/30/98  
FISCAL YR 99

BALANCE SHEET  
NIPOMO COMMUNITY SERVICES DIST

10:53:02 Page 1  
Report Date: 10/15/98  
(Consolidated) 100 - 803

	Current Balance	Year's Beg. Bal.	Change	Cur Month Last Year	Change	% of Change
<b>ASSETS</b>						
<b>CURRENT ASSETS</b>						
Cash on Hand	350	350	0	350	0	0
1040 Cash-Checking	7,874	-228	8,102	263	7,610	999
1045 Cash-Savings	16,271	12,697	3,574	16,384	-113	-1
1050 Cash-SRF Checking	57	0	57	0	57	0
1051 Cash-SRF Savings	116,230	0	116,230	0	116,230	0
1080 Cash in L.A.I.F.	5,137,744	5,241,242	-103,498	4,703,611	434,133	9
1081 Cash-Fiscal Agent	1,736	13,260	-11,524	3,005	-1,269	-43
1082 C.D.-Held by SLO Cty	0	0	0	22,000	-22,000	%-100
Due To/From Cash Pool	-109,502	-308,759	199,258	-205,370	95,868	-47
Accounts Receivable-Water/Sewer	102,390	50,607	51,783	98,584	3,806	3
1220 Unbilled Water Sales Receivable	136,000	136,000	0	172,000	-36,000	-21
1221 Unbilled Sewer Sales Receivable	52,000	52,000	0	44,000	8,000	18
1260 Prepaid Insurance	16,582	0	16,582	19,781	-3,199	-17
Due To/From Other Funds	0	0	0	0	0	%-100
<b>TOTAL CURRENT ASSETS</b>	<b>5,477,731</b>	<b>5,197,169</b>	<b>280,561</b>	<b>4,874,609</b>	<b>603,122</b>	<b>12</b>
<b>FIXED ASSETS</b>						
Property, Plant and Equipment	20,815,483	20,801,259	14,224	19,145,691	1,669,792	8
1590 Accumulated Depreciation	5,139,158	5,139,158	0	4,518,354	620,804	-13
<b>NET FIXED ASSETS</b>	<b>15,676,325</b>	<b>15,662,101</b>	<b>14,224</b>	<b>14,627,337</b>	<b>1,048,988</b>	<b>7</b>
<b>OTHER ASSETS</b>						
1800 Accrued Interest Receivable	71,025	68,703	2,322	63,147	7,878	12
1833 Deposit-W/C Insurance	2,848	2,700	148	2,700	148	5
1835 Notes Receivable-M.V. I	89,379	89,379	0	99,431	-10,051	-11
<b>TOTAL OTHER ASSETS</b>	<b>163,252</b>	<b>160,783</b>	<b>2,470</b>	<b>165,277</b>	<b>-2,025</b>	<b>-2</b>
<b>TOTAL ASSETS</b>	<b>21,317,308</b>	<b>21,020,053</b>	<b>297,255</b>	<b>19,667,223</b>	<b>1,650,085</b>	<b>8</b>

**LIABILITIES AND FUND EQUITY**

**CURRENT LIABILITIES**

1000 Accounts Payable	49,838	113,367	-63,529	55,539	-5,700	-11
2101 Compensated Absences Payable	36,731	36,731	0	32,805	3,926	11
2115 Construction Meter Deposits	4,500	3,250	1,250	4,000	500	12
2116 PCI Deposit	6,964	-704	7,668	-6,516	13,480	%-207
2117 Deposit-Pomeroy Rd Lowering	24,170	24,170	0	0	24,170	0
2118 Maintenance Guarantee Deposit	7,000	7,000	0	5,000	2,000	40

**CONSOLIDATED-ALL FUNDS**

Period Ending: 09/30/98  
FISCAL YR 99

BALANCE SHEET  
NIPOMO COMMUNITY SERVICES DIST

10:53:02 Page 2  
Report Date: 10/15/98  
(Consolidated) 100 - 803

	Current Balance	Year's Beg. Bal.	Change	Cur Month Last Year	Change	% of Change
2121 Retainage Payable	0	0	0	52,078	-52,078	%-100
2160 Deferred Revenues	6,300	6,300	0	6,300	0	0
2170 Bonds Payable-Current Portion	6,000	6,000	0	6,000	0	0
<b>TOTAL CURRENT LIABILITIES</b>	<b>141,503</b>	<b>196,114</b>	<b>-54,611</b>	<b>155,206</b>	<b>-13,703</b>	<b>-9</b>
<b>LONG TERM LIABILITIES, LESS CURRENT PORT</b>						
2220 Water Revenue Bonds Payable-1978	189,000	189,000	0	195,000	-6,000	-4
2230 Note Payable-Walsh/Shiffrar	50,000	50,000	0	0	50,000	0
<b>TOTAL LONG TERM LIABILITIES</b>	<b>239,000</b>	<b>239,000</b>	<b>0</b>	<b>195,000</b>	<b>44,000</b>	<b>22</b>
<b>TOTAL LIABILITIES</b>	<b>380,503</b>	<b>435,114</b>	<b>-54,611</b>	<b>350,206</b>	<b>30,298</b>	<b>8</b>
<b>FUND EQUITY</b>						
3100 Contributed Capital-Assets	5,153,747	5,153,747	0	4,166,212	987,535	23
3101 Contrib Cap-Capacity Fees(CY)	19,235	469,195	-449,960	177,415	-158,180	-90
3102 Contrib Cap-Capacity Fees(PY)	7,172,261	6,703,066	469,195	6,703,066	469,195	6
31 Contributed Capital-Right of Way	31,600	31,600	0	31,600	0	0
3104 Contributed Capital-Assess Dist	1,631,597	1,631,597	0	1,665,670	-34,073	-3
3110 Capital Grants-Federal and State	3,351,183	3,351,183	0	3,437,607	-86,424	-3
3120 R/E-Reserved	570,249	570,249	0	337,723	232,526	68
3121 R/E-Reserved (Debt Service)	15,600	15,600	0	15,600	0	0
3122 R/E-Reserved (Emergencies)	50,000	50,000	0	50,000	0	0
3123 R/E-Reserved (Sewer Grant)	165,000	165,000	0	150,000	15,000	10
3130 R/E-Unreserved	2,443,702	2,443,702	0	2,301,137	142,565	6
<b>NET INCOME/LOSS</b>	<b>332,630</b>	<b>0</b>	<b>332,630</b>	<b>280,986</b>	<b>51,644</b>	<b>18</b>
<b>TOTAL FUND EQUITY</b>	<b>20,936,805</b>	<b>20,584,939</b>	<b>351,865</b>	<b>19,317,017</b>	<b>1,619,788</b>	<b>8</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>21,317,308</b>	<b>21,020,053</b>	<b>297,255</b>	<b>19,667,223</b>	<b>1,650,085</b>	<b>8</b>

UNAUDITED REPORT

**CONSOLIDATED-ALL FUNDS**

Period Ending: 09/30/98  
FISCAL YR 99

INCOME STATEMENT  
NIPOMO COMMUNITY SERVICES DIST

10:57:03 Page 1  
Report Date: 10/15/98  
(Consolidated) 100 - 803

	Total Budget	Cur Month Last Year	Current Month	YTD Total	% of Budget	Last Year YTD
<b>REVENUES</b>						
Water Sales	972,000	136,120	140,589	322,306	33	359,244
Sewer Revenues	510,400	33,040	36,658	127,099	24	110,801
Fees and Penalties	22,000	2,065	2,064	6,463	29	6,101
4220 Meter Fees	21,800	3,050	7,140	7,990	37	11,560
4240 Water Connection Fees	760	0	0	1,520	200	760
4250 Plan, Check and Inspection Fees	5,000	2,372	0	1,825	37	2,940
4265 Sewer Lift Station	5,000	4,500	0	500	10	4,500
Miscellaneous Income	46,000	1,732	3,984	4,937	10	2,905
4292 Administrative Fee	0	2,723	0	0	0	5,320
4295 Streetlighting Income	16,320	0	0	0	0	0
4310 Annexation Fees	0	500	500	500	0	3,400
4700 Settlement Income	0	0	55,000	90,000	0	0
4800 Oper Trans In-Admin	93,722	8,356	7,520	25,747	27	17,116
4810 Oper Trans In-Funded Replace	213,360	17,780	17,780	53,340	25	53,324
<b>TOTAL REVENUES</b>	<b>1,906,362</b>	<b>212,237</b>	<b>271,235</b>	<b>642,228</b>	<b>33</b>	<b>577,970</b>

<b>EXPENSES</b>						
5010 Accounting	3,150	1,216	834	2,734	87	2,650
5030 Bank Charges	475	3	53	97	20	30
50 Advisory Committee	500	0	0	0	0	0
5060 Chemicals	15,000	1,645	1,090	2,098	14	1,645
5070 Computer Expense	5,500	749	106	199	4	887
5080 Consulting	16,000	0	0	0	0	0
5090 Director Fees	15,000	800	1,500	3,500	23	2,900
5100 Dues and Subscriptions	4,300	378	0	281	7	709
5110 Education and Training	3,000	948	200	290	10	1,215
5112 Engineering	8,500	0	520	520	6	779
5115 Elections	2,500	0	0	0	0	0
5120 Equipment Rental	500	24	0	0	0	24
5123 Fire Alarm	760	83	50	145	19	153
5125 Fuel	6,000	451	0	968	16	879
5130 Insurance-Liability	23,240	2,198	1,842	5,527	24	6,594
5140 Insurance-Medical/Dental	50,000	3,628	3,992	11,956	24	10,756
5150 Insurance-Workman's Compensation	9,570	2,734	2,407	2,407	25	2,734
5160 Lab Tests and Supplies	14,000	890	957	4,045	29	2,387
5165 Landscape and Janitorial	4,500	0	2,327	2,597	58	0
5170 Legal	30,000	4,256	3,470	8,791	29	5,182
5171 Legal-Litigation	100,000	21,452	5,458	35,000	35	43,653
5172 Legal-Water Counsel	10,000	0	0	0	0	0
5190 Meters-New	6,000	342	343	343	6	342
5195 Meters-Replacement Program	18,165	0	0	0	0	0
5200 Miscellaneous	2,500	3	0	236	9	115
5210 Newsletter	500	0	0	0	0	0
5220 Office Supplies	6,000	895	208	723	12	1,270
52 Outside Services	21,600	2,711	4,015	4,099	19	2,711
523 Outside Service-PB Repairs	85,000	0	0	0	0	0
5240 Operating Supplies	25,000	2,469	2,575	4,578	18	6,204

**CONSOLIDATED-ALL FUNDS**

ending: 09/30/98  
 LOCAL YR 99

INCOME STATEMENT  
 NIPOMO COMMUNITY SERVICES DIST

12:23:15 Page 2  
 Report Date: 10/15/98  
 (Consolidated) 100 - 803

	Total Budget	Cur Month Last Year	Current Month	YTD Total	% of Budget	Last Year YTD
5250 Paging Expense	1,600	201	98	294	18	295
5280 Permits and Operating Fees	9,450	0	1,285	1,285	14	350
5290 Postage	7,000	555	583	1,903	27	1,079
5300 Printing	2,000	435	44	44	2	476
5310 Public and Legal Notices	1,500	179	24	326	22	179
5320 Rent	2,800	206	412	824	29	4,578
5330 Repairs & Maintenance-Vehicles	5,570	500	768	1,210	22	893
5340 Repairs & Maintenance-Building	2,350	103	0	0	0	103
5345 Repairs & Maintenance-Office	0	38	45	90	0	114
5350 Repairs & Maintenance-Water	23,340	829	356	5,096	22	2,158
5360 Repairs & Maintenance-Sewer	76,240	280	0	193	0	600
5365 Repairs & Maintenance-Misc.	0	0	-350	0	0	0
5370 Retirement Benefits	23,785	1,885	1,855	5,722	24	5,650
5400 Taxes-Payroll	13,000	779	794	2,361	18	1,573
5405 Property Taxes	790	0	0	0	0	0
5410 Telephone	5,000	699	267	841	17	2,071
5420 Travel and Mileage	5,500	997	1,275	1,875	34	1,826
5430 Underground Notification	800	101	0	200	25	328
5440 Uniforms	2,430	186	179	412	17	451
5450 Utilities-Electricity	286,500	60,731	29,174	86,579	30	90,233
5455 Utilities-Electricity(StLight)	17,500	0	1,378	4,083	23	1,042
5460 Utilities-Gas	38,495	36	21	73	0	50
5465 Utilities-Trash Collection	1,195	54	55	164	14	139
5470 Wages-Office and Management	178,125	14,386	14,575	43,724	25	43,159
5475 Wages-O.T.-Office and Management	2,000	98	99	298	15	295
5500 Wages-Maintenance	163,630	12,547	12,492	38,584	24	37,555
5510 Wages-O.T.-Maintenance	35,000	2,771	3,188	7,728	22	8,022
<b>TOTAL EXPENSES</b>	<b>1,392,860</b>	<b>146,472</b>	<b>100,564</b>	<b>295,042</b>	<b>21</b>	<b>297,037</b>
<b>_EXCESS REV. OVER EXP._</b>	<b>513,502</b>	<b>65,765</b>	<b>170,671</b>	<b>347,186</b>	<b>67</b>	<b>280,932</b>
<b>OTHER INCOME AND EXPENSES</b>						
<b>OTHER INCOME</b>						
Interest Income	110,900	63,412	71,181	71,295	64	64,207
6175 Tax Revenues	13,000	3,005	1,736	1,764	14	6,287
<b>TOTAL OTHER INCOME</b>	<b>123,900</b>	<b>66,417</b>	<b>72,917</b>	<b>73,059</b>	<b>58</b>	<b>70,494</b>
<b>OTHER EXPENSES</b>						
6500 Interest Expense	10,000	0	0	0	0	0
6600 Other Expense	0	0	0	8,527	0	0
6800 Contingency-Budgeted	5,000	0	0	0	0	0
6901 Oper Trans Out-Admin	93,722	8,356	7,520	25,747	-27	17,116
6950 Oper Trans Out-Funded Replace	213,360	17,780	17,780	53,340	-25	53,324
<b>TOTAL OTHER EXPENSES</b>	<b>-322,082</b>	<b>-26,136</b>	<b>-25,300</b>	<b>-87,614</b>	<b>27</b>	<b>-70,440</b>
<b>TOTAL OTHER INCOME AND EXPENSES</b>	<b>-198,182</b>	<b>40,281</b>	<b>47,617</b>	<b>-14,556</b>	<b>7</b>	<b>54</b>
<b>_EXCESS REV. &amp; OTHER OVER EXP._</b>	<b>315,320</b>	<b>106,046</b>	<b>218,288</b>	<b>332,630</b>	<b>105</b>	<b>280,986</b>

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

**AGENDA ITEM**

OCT 21 1998



TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: OCTOBER 21, 1998

### MANAGER'S REPORT

1. INCIDENT REPORT

Attached is the report of incidents for the period recorded on the report.

2. AWWA - CA/NV CONFERENCE

A report will be made on the American Water Works Association Fall Conference

3. COMMITTEE REPORTS

WRAC Meeting

Enclosed is the agenda for the October 7, 1998 WRAC meeting and the minutes for the September 2, 1998 meeting.

Chamber of Commerce

A report by Director Kaye on the September 30, 1998 meeting.

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## INCIDENT REPORT

### COMPLIMENT LOG

**AUGUST 1, 1998 THROUGH OCTOBER 15, 19989**

DATE	TYPE OF COMPLIMENT	NUMBER
August, September and October	Nice building	2
	Finding Leak	3
	Fast Response	2
	Quick and Nice Clean Up	3
	Helpful with a problem	5
	Information	8
	Correcting Error	1
	Other - Thanks for finding customer leaks	2

### COMPLAINT LOG

**AUGUST 1, 1998 THROUGH OCTOBER 15, 19989**

DATE	STREET	INCIDENT REPORTED	CAUSE	ACTION TAKEN
8/12/98	Champions	Low pressure	Water softener, two story house	Pressure good at meter, advised customer
8/12/98	Folkerts Mobile Home Park	Landscape dying	Sprinkler tube disconnected	Fixed and turned on
9/1/98	W Bennet	Water orange	Customer had leak in yard, dirt in water	Customer fixed, then we flushed meter
9/3/98	Juniper	Meter box lid fell into box and broke customers line	Lid to small for box	Replaced lid and credit account for usage
9/8/98	Champions	Valve not working	Customers valve not turned on all the way	None
9/18/98	Crosby	No water pressure	Sprinklers were on	Customer to reset
10/1/98	Pomeroy	Low pressure, sprinklers won't work	Leak in sprinkler system	Customer to fix
10/7/98	Quito	Septic ponds smell bad	Manhole plugged with grease	Unplugged manhole, cleaned around ponds
10/7/98	Ballard	White water	Kitchen sink	Meter clear
10/9/98	Citrus	Sewer smell in back yard	Sewer line clear in street, possible smell from back neighbors septic	None
10/14/98	Black Ridge	Noise in water line	Possible loose connection, customer side	None

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
WATER RESOURCES ADVISORY COMMITTEE**

UC Cooperative Extension Auditorium  
2156 Sierra Way  
San Luis Obispo

**Notice of Meeting**  
Wednesday, October 7, 1998  
1:30 to 3:30 p.m.

1. Introductions
2. Public Comments and Items of Interest
3. Minutes from the September 2 meeting
4. Groundwater Exchange Policy
5. Flood Control & Water Conservation District Budget
6. Review and prioritization of EDAW recommendations
7. Master Water Plan
  - a. Phase II community groups for WPA 6 (Nipomo)
  - b. Facilitation
8. Updates (Information and Action as Needed)
  - a. State Water Project
  - b. Nacimiento Project
  - c. Salinas Expansion Project

OCT 02 1998

MIPC  
SAN LUIS OBISPO COUNTY  
SERVICES DISTRICT

Items for next agenda should be submitted to Susan Litteral, 781-5269, by October 22, 1998.

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*Be open to compromise when considering the process to be used to attain a vision,  
but never compromise on the vision.*

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**Goal for Phase II of the Master Water Plan**

Encourage formation of stakeholder groups in each Water Planning Area. Inspire each group to evaluate the Phase I data, identify issues, options and needed information towards a goal of developing policies and recommendations for guiding the use development and protection of water resources in their area.

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
WATER RESOURCES ADVISORY COMMITTEE**

**Meeting Notes**

Wednesday, September 2, 1998

1. Introductions of all attendees.
2. Public Comments and Items of Interest
  - a. Vern Knoop from DWR will be hosting a meeting, at his Glendale office, to discuss comments on the draft Edna Valley Ground Water Study. Anyone interested in attending should contact Vern (818) 543-4600 extension 277. The meeting date will be selected based on schedule needs of attendees.
3. Minutes from the August 5 meeting adopted as submitted.
4. Review of by-laws. The changes requested at the last meeting were compiled and no further changes recommended. The WRAC approved the revisions and requested that the Secretary submit the revised by-laws to the Board of Supervisors for adoption.
5. WRAC agenda schedule

As we transition from Phase I to Phase II we need to plan our work. The MWP subcommittee met and divided Phase II into proposed tasks and issues that need to be addressed by the full WRAC. A general discussion was held. Members expressed their interest in learning about the budget resources available for this project. The WRAC will also need to review its old project list to remember past issues.
6. Master Water Plan
  - a. Phase II community groups
    - i. Selection of first three WPA's. A long discussion was held about the Phase II groups. EDAW and the subcommittee recommended beginning with Water Planning Area (WPA) 1 (Cambria), 6 (Nipomo), 9 (Paso Robles Ground Water Basin). Representatives from the Nipomo Mesa expressed concern that the City of Santa Maria has just filed a cross claim effectively removing the Santa Maria Valley from local control options and into court adjudication. Some members felt it is important to form the WPA group to insure an independent local education and discussion forum. Others felt that the uncertainty of the court process would preclude any effective progress by a WPA group. The consensus was to wait until October to see how things progressed during this next month before deciding to begin or not begin a WPA group for Area 6. As an alternate to Area 6, WPA 5 was suggested due to the Lopez Dam retrofit and increased vineyard planting in the Edna Valley. The WRAC agreed to proceed with forming groups in WPA 1, 5, and 9.
    - ii. Identification of nucleus membership (by interests and people). A general discussion was held about existing groups and resources that can be utilized to help the formation of the WPA groups. For Area 9, the RCD should have a mailing list from the Salinas CRMP group. For WPA 5, the Zone 3 Lopez Advisory Committee has a long history.
    - iii. Formation; responsibilities of WRAC members. Once the logistics of forming the



planning area groups are determined, the Secretary will send a letter to each WRAC member who represents an interest within the selected water planning areas. This letter will lay out the responsibilities of these WRAC members.

- iv. Facilitation. The original phased approach to the Master Water Plan anticipated the need for a facilitator to help conduct the planning area meetings. We now need to identify the facilitator(s). As part of the original proposal process EDAW was requested to submit their approach to Phase II. We can, without having to rebid, do a change order and hire EDAW for Phase II. The WRAC needs to determine what kind of facilitation assistance is needed, the person will need to be: knowledgeable about local water issues, independent of local issues, have the ability to conduct meetings. Secondary assistance from technical staff for education of group members will also be needed. The WRAC authorized the subcommittee to resolve these concerns and seek proposals for facilitators.
- v. Defining goals of WPA groups. The groups will be responsible for the following tasks: review what we know, review what we don't know. What assumptions were made in Phase I? What further studies are needed? Then develop goals and recommendations for their area and set priorities for implementation.
- b. Phase II goal statement. To aid in the transition from Phase I to Phase II, the Secretary proposed a goal statement for use in planning and conducting all MWP activities. The proposed statement was slightly modified and approved. It will be used on future agendas and MWP group activities.
- c. Phase I data distribution (added to agenda at meeting). Due to an error that was discovered just after delivery of the Phase I documents, distribution of these documents was delayed pending receipt of the revisions. This highlighted the need to evaluate options for electronically publishing the Master Water Plan. Eric Zigas, EDAW presented a mock up of a web page that could be developed for Phase I. A major advantage of electronic publishing is that updates, corrections, and Phase II progress can be posted as changes happen. This will minimize the problems of outdated publications and insure that the Master Water Plan continues as a live and not static document.

The concept was well received. Reservations were expressed to insure that paper publication will also be maintained so that people without Internet access will still be able to use the documents. Further evaluation of this option should be explored; no action was taken at this time.

## 7. Updates (Information and Action as Needed)

- a. State Water Project. No update presented.
- b. Nacimiento Project. On September 15, 1998, the Engineering Department will request the Board of Supervisors to authorize funding for the revisions to the EIR (\$396,000) from the Nacimiento Project Reserves.
- c. Salinas Expansion Project. The City of San Luis Obispo certified the EIR in June, but the notice of determination was not filed. The City is still waiting for the Nacimiento Project to proceed. A hearing at the Water Resources Control Board is being scheduled six to ten months from now. This will be to resolve a protest brought by the California Sport Fishing Alliance based on steelhead concerns.

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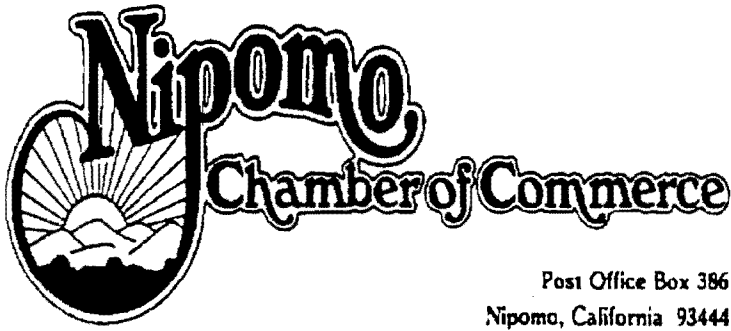
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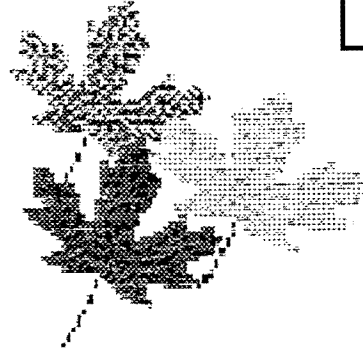
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Nipomo, California 93444

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Permit #1



## Nipomo Chamber of Commerce

*Business Will Be Great in '98*

267 West Tefft St.  
P.O. Box 386  
Nipomo, CA 93444

Phone: (805) 929-1583  
Fax: (805) 929-5835

JONES DOUG  
NIPOMO COMMUNITY SERVICES DIST.  
P.O. BOX 326  
NIPOMO, CA 93444

Address Correction Requested

## DATES TO REMEMBER

- ~ October 7 - Blood Drive  
Nipomo Recreation Center, 3:00 to 7:00 pm.
- ~ October 8 - Board of Directors Meeting  
Mid-State Bank, 6:30
- ~ October 10 - October Festival  
Nipomo Community Park  
10:00 am to 4:00 pm
- ~ October 12 - Columbus Day (Observed)
- ~ October 13 - Ambassadors Meeting  
Mid-State Bank, 10:00
- ~ October 27 - Town Hall Meeting  
Dana School, 7:00 pm
- ~ October 28 - General Membership Luncheon  
Jocko's, 12:00  
Alex Hinds - SLO Co. Planning Dept
- ~ November 4 - Chamber Mixer  
The Faded Rose, 5:00 to 7:00 pm

RECEIVED

OCT 05 1998

NIPOMO COMMUNITY  
SERVICES DISTRICT

WARRANTS OCTOBER 21, 1998

HAND WRITTEN CHECKS

18091	GTE	55.82
18092	CHARLES PRATT CONST	34.52
18093	LEE HELLER	435.20
18094	ASCE	40.00

VOIDS

10344  
2579

NET PAYROLL

CK# 2580-2587 \$11,578.45

COMPUTER GENERATED CHECKS

10326	10/15/98	AMERICAN WATER WORKS ASSOCIATION	\$100.75
10327	10/15/98	CHEVRON	\$347.20
10328	10/15/98	COPIES PLUS	\$59.67
10329	10/15/98	DEWAR, INC.	\$107.00
10330	10/15/98	GILLESPIE LANDSCAPE	\$217.00
10331	10/15/98	GTE CALIFORNIA	\$340.20
10332	10/15/98	IKON	\$131.47
10333	10/15/98	JOHNSON, DONNA	\$70.48
10334	10/15/98	MISSION UNIFORM SERVICE	\$203.81
10335	10/15/98	NIPOMO ACE HARDWARE, INC.	\$46.53
10336	10/15/98	NIPOMO CHEVRON	\$33.94
10337	10/15/98	NIPOMO GARBAGE COMPANY	\$54.75
10338	10/15/98	NIPOMO SHELL	\$54.47
10339	10/15/98	RELIABLE OFFICE SUPPLY	\$312.26
10340	10/15/98	CARLOS J. REYNOSO, CPA	\$415.75
10341	10/15/98	SAN LUIS OBISPO COUNTY CLERK RECORDER	\$14.00
10342	10/15/98	STATE DEPARTMENT OF HEALTH SERVICES	\$61.00
10343	10/15/98	STATE WATER RESOURCES CONTROL BOARD	\$100.00
10345	10/21/98	ADB SYSTEMS	\$660.72
10346	10/21/98	ALL PURE CHEMICAL CO	\$482.70
10347	10/21/98	ROBERT BLAIR	\$100.00
10348	10/21/98	CALIFORNIA APPLIED TECHNOLOGIES	\$1,196.46
10349	10/21/98	DEPARTMENT OF GENERAL SERVICES	\$21.20
10350	10/21/98	EASTER RENTS	\$40.37
10351	10/21/98	FGL ENVIRONMENTAL ANALYTICAL CHEMIST	\$367.40
10352	10/21/98	KATHLEEN FAIRBANKS	\$150.00
10353	10/21/98	FIRST AMERICAN REAL ESTATE SOLUTIONS	\$404.06
10354	10/21/98	GARING, TAYLOR & ASSOCIATES, INC.	\$19,857.46
10355	10/21/98	GTE WIRELESS	\$34.66
10356	10/21/98	GENE KAYE	\$150.00
10357	10/21/98	McKESSON WATER PRODUCTS	\$13.30
10358	10/21/98	ALEX MENDOZA	\$250.00
10359	10/21/98	PACIFIC BELL	\$179.91
10360	10/21/98	RUSSCO	\$534.30
10361	10/21/98	SAN LUIS OBISPO COUNTY HEALTH DEPART	\$504.00
10362	10/21/98	SENSUS SOFTECH, INC.	\$1,200.00
10363	10/21/98	C.A. SINGER & ASSOCIATES	\$7,630.00
10364	10/21/98	ALBERT SIMON	\$100.00
10365	10/21/98	SPECIAL DIST RISK MANAGEMENT AUTHORI	\$1,000.00
10366	10/21/98	STATE DEPARTMENT OF HEALTH SERVICES	\$25.00
10367	10/21/98	TIMES PRESS RECORDER	\$663.00
10368	10/21/98	USA BLUE BOOK	\$167.59
10369	10/21/98	WYATT & BAKER, Lawyers	\$24,080.24