

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: JANUARY 8, 2016

AGENDA ITEM
D
JANUARY 13, 2016

CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

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

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE DECEMBER 9, 2015 REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVAL]
- D-3) APPROVE DECEMBER 18, 2015 SPECIAL BOARD MEETING MINUTES
[RECOMMEND APPROVAL]
- D-4) APPROVE CONTRACT WITH GENERAL MANAGER [RECOMMEND APPROVAL]

TO: BOARD OF DIRECTOR
 REVIEWED: MICHAEL S. LEBRUN *MSL*
 GENERAL MANAGER
 FROM: LISA BOGNUDA *LSB*
 FINANCE DIRECTOR
 DATE: JANUARY 8, 2016

**AGENDA ITEM
 D-1
 JANUARY 13, 2016**

PAGE ONE

HAND WRITTEN CHECKS

TOTAL COMPUTER CHECKS

12-09-15 20452 KATHY COLLINS
 12-14-15 20453 CHP
 12-14-15 20454 SLO CLERK RECORDER
 12-28-15 20455 PGE
 12-28-15 20456 DULEX LED
 12-28-15 20457 COASTAL BUILDERS
 12-28-15 20458 SHEA HOMES
 01-13-16 20459 SWRCB
 01-13-16 20460 MICHAEL WINN
 01-13-16 20461 CHRIS RYAN LUNDBERG

CUSTOMER REFUND \$1,268.54
 ACCIDENT REPORT \$10.00
 FILING FEES \$100.00
 ELECTRICITY \$30,868.90
 LED BULBS \$31.00
 REFUND OF NMWCA FEES \$14,250.00
 REFUND OF NMWCA FEES \$4,800.00
 EXAM FEE \$140.00
 WASHER REBATE \$75.00
 WASHER REBATE \$75.00

\$331,455.06

VOIDS – NONE

COMPUTER GENERATED CHECKS

25135	12/18/15	EMP01	EMPLOYMENT DEVELOP DEPT	1820.75	.00	1820.75	B51214	STATE INCOME TAX
				459.04	.00	459.04	1B51214	STATE INCOME TAX
			Check Total.....:	2279.79	.00	2279.79		
25136	12/18/15	MID01	RABOBANK-PAYROLL TAX DEPO	5643.10	.00	5643.10	B51214	FEDERAL INCOME TAX
				80.60	.00	80.60	1B51214	FICA
				1331.88	.00	1331.88	2B51214	MEDICARE (FICA)
				1938.77	.00	1938.77	3B51214	FEDERAL INCOME TAX
				261.16	.00	261.16	4B51214	MEDICARE (FICA)
			Check Total.....:	9255.51	.00	9255.51		
25137	12/18/15	MID02	RABOBANK-DIRECT DEPOSIT	35667.66	.00	35667.66	B51214	NET PAY
25138	12/18/15	PER01	PERS RETIREMENT	8245.45	.00	8245.45	B51214	PERS PAYROLL REMITTANCE
				.00	.00	.00	1B51214	PERS PAYROLL REMITTANCE
			Check Total.....:	8245.45	.00	8245.45		
25139	12/18/15	STA01	CALPERS 457 DEFERRED COMP	500.00	.00	500.00	B51214	457 DEFERRED COMP
				2050.00	.00	2050.00	1B51214	457 DEFERRED COMP
			Check Total.....:	2550.00	.00	2550.00		
025140	12/18/15	ABA01	ABALONE COAST BACTERIOLOG	90.00	.00	90.00	15-5726	LAB TEST
				20.00	.00	20.00	15-5727	LAB TEST
				75.00	.00	75.00	15-5728	LAB TEST
				270.00	.00	270.00	15-5729	LAB TEST
				295.00	.00	295.00	15-7227	LAB TEST
				20.00	.00	20.00	15-7228	LAB TEST
			Check Total.....:	770.00	.00	770.00		
025141	12/18/15	AME03	AMERI PRIDE	172.40	.00	172.40	01492683	UNIFORMS
				357.18	.00	357.18	01514376	UNIFORMS
				309.97	.00	309.97	01521137	UNIFORMS
			Check Total.....:	839.55	.00	839.55		
025142	12/18/15	ATT01	AT&T	-168.62	.00	-168.62	7329057C	TELEPHONE
				-64.52	.00	-64.52	7329301C	TELEPHONE
				-289.79	.00	-289.79	7329370C	TELEPHONE
				91.94	.00	91.94	7344590	TELEPHONE
				352.95	.00	352.95	7344591	TELEPHONE
				513.74	.00	513.74	7344592	TELEPHONE
				-391.42	.00	-391.42	7396466C	TELEPHONE
			Check Total.....:	44.28	.00	44.28		
025143	12/18/15	BAU01	BAUMGARTEN, MICHAEL	120.00	.00	120.00	B51216	APPLICATION AND EXAM REIM
025144	12/18/15	BRE02	BRENTAG PACIFIC INC.	284.20	.00	284.20	582475	SODIUM HYPOCHLORITE
				1030.17	.00	1030.17	582860	AMMONIUM SULFATE
			Check Total.....:	1314.37	.00	1314.37		
025145	12/18/15	CAR04	CAR QUEST AUTO PARTS	31.19	.00	31.19	323004	SYNTHETIC OIL

**AGENDA ITEM D-1 Warrants
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025146	12/18/15	CLE06	CNSLO INC	2535.00	.00	2535.00	21163	MONTHLY COMPUTER SUPPORT
025147	12/18/15	COR04	CORIX WATER PRODUCTS (US)	-85.60	.00	-85.60	51500381C	CREDIT BALANCE 02/20/15
				-180.78	.00	-180.78	51501305C	CREDIT BALANCE 06/05/15
				242.49	.00	242.49	513032338	COUPLINGS, PVC CEMENT, HY
				177.54	.00	177.54	513034333	REPAIR CLAMP, CHLORINE TA
				5408.49	.00	5408.49	513034484	METER GASKETS, STEEL LIDS
				2773.50	.00	2773.50	513034749	FRAME, SEWER COVERS
			Check Total.....:	8335.64	.00	8335.64		
025148	12/18/15	CRY01	CRYSTAL SPRINGS	22.85	.00	22.85	DEC2015	DISTILLED WATER
025149	12/18/15	DEW01	J B DEWAR INC	141.09	.00	141.09	129775	OIL
025150	12/18/15	ELE03	ELECTRICRAFT, INC.	482.13	.00	482.13	9054	NEW PUMP CONNECTIONS
				203.00	.00	203.00	9064	TROUBLESHOOT AND CORRECT
			Check Total.....:	685.13	.00	685.13		
025151	12/18/15	ENG02	ENGEL AND GRAY, INC.	712.00	.00	712.00	76450	BIOSOLIDS COLLECTION
025152	12/18/15	FAR01	FARM SUPPLY COMPANY	225.01	.00	225.01	31074	HYDRATED LIME, CAT LITTER
025153	12/18/15	FGL01	FGL ENVIRONMENTAL	417.70	.00	417.70	583308	LAB TESTS
025154	12/18/15	GIL01	GLM, INC.	360.00	.00	360.00	NOV2015	LANDSCAPE MAINTENANCE
025155	12/18/15	GWA01	GWA INC	50.00	.00	50.00	512006402	ADD USER
025156	12/18/15	INT02	INTEGRATED INDUSTRIAL SUP	131.14	.00	131.14	35883	DISPOSABLE GLOVES
				81.38	.00	81.38	35956	SAFETY BOOTS
			Check Total.....:	212.52	.00	212.52		
025157	12/18/15	JUS01	JUSTIFACTS CREDENTIAL	162.59	.00	162.59	239538	BACKGROUND CHECK
025158	12/18/15	LEB02	LeBRUN, MICHAEL	65.00	.00	65.00	B51214	CELL PHONE REIMBURSEMENT
025159	12/18/15	LEF01	LEFT COAST T-SHIRT COMPAN	2796.01	.00	2796.01	2068	UNIFORMS
025160	12/18/15	MIN02	MINER'S ACE HARDWARE	504.19	.00	504.19	NOV2015	SUPPLIES
025161	12/18/15	MOR02	MORE OFFICE SOLUTIONS	99.14	.00	99.14	1093571	COLOR/B&W COPIES
025162	12/18/15	NIP08	NIPOMO CSD	54.77	.00	54.77	DEC2015A	805 ALTA VISTA-IRRIGATION
				58.23	.00	58.23	DEC2015B	805 ALTA VISTA-DOMESTIC M
				456.55	.00	456.55	DEC2015C	BLWWTP
			Check Total.....:	569.55	.00	569.55		
025163	12/18/15	OFF01	OFFICE DEPOT	437.13	.00	437.13	809860423	OFFICE SUPPLIES
025164	12/18/15	POO01	POOR RICHARD'S PRESS	81.94	.00	81.94	268730A	MAIL LATE NOTICES
				162.96	.00	162.96	268730B	POSTAGE FOR LATE NOTICES
				533.51	.00	533.51	268731A	MAIL BILLS
				867.18	.00	867.18	268731B	POSTAGE FOR BILLS
			Check Total.....:	1645.59	.00	1645.59		
025165	12/18/15	SEV01	SEVCIK, PETER	20.00	.00	20.00	B51214	MEAL REIMBURSEMENT
025166	12/18/15	SLO02	DIV OF ENVIRON HEALTH	1405.50	.00	1405.50	102603	BACKFLOW PROGRAM
025167	12/18/15	SOU01	SOUTH COUNTY SANITARY	40.18	.00	40.18	5084379	WASTE COLLECTION-OFFICE
				213.08	.00	213.08	5085519	WASTE COLLECTION-OLDE TOW
				190.06	.00	190.06	5086025	WASTE COLLECTION-515 SOUT
			Check Total.....:	443.32	.00	443.32		
025168	12/18/15	STA03	STATEWIDE SAFETY & SIGNS	44.51	.00	44.51	3002520	MARKING PAINT
025169	12/18/15	STA11	SWRCB ACCOUNTING OFFICE	1455.00	.00	1455.00	6162797	ELAP FEES
025170	12/18/15	TEL01	TELEDYNE	219.88	.00	219.88	20104724	DESSICANT, TUBING ASSEMBL
025171	12/18/15	THE02	THE TRIBUNE SLO CO NEWSPAP	311.88	.00	311.88	NOV2015	PUBLIC NOTICE
025172	12/18/15	TYL01	TYLER TECHNOLOGIES, INC.	4169.87	.00	4169.87	25139663	TYLER IMPLEMENTATION
				5770.78	.00	5770.78	25142027	TYLER IMPLEMENTATION
			Check Total.....:	9940.65	.00	9940.65		
025173	12/18/15	USA01	USA BLUEBOOK	712.00	.00	712.00	812266	AMMONIA REAGENTS
				2571.12	.00	2571.12	813232	LIFE RING CABINET, LIFE R
			Check Total.....:	3283.12	.00	3283.12		
025174	12/18/15	VER01	VERIZON	53.39	.00	53.39	NOV2015	TELEPHONE
025175	12/18/15	VER03	VERIZON WIRELESS	378.60	.00	378.60	NOV2015	CELL PHONES

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25176	12/30/15	EMP01	EMPLOYMENT DEVELOP DEPT	B51228	12/28/15	STATE INCOME TAX	12-15	33.00	
25176	12/30/15	EMP01	EMPLOYMENT DEVELOP DEPT	1B51228	12/28/15	STATE INCOME TAX	12-15	1826.75	1859.75
25177	12/30/15	MID01	RABOBANK-PAYROLL TAX DEPOS	B51228	12/28/15	FEDERAL INCOME TAX	12-15	125.00	
25177	12/30/15	MID01	RABOBANK-PAYROLL TAX DEPOS	1B51228	12/28/15	MEDICARE (FICA)	12-15	14.50	
25177	12/30/15	MID01	RABOBANK-PAYROLL TAX DEPOS	2B51228	12/28/15	FEDERAL INCOME TAX	12-15	5715.63	
25177	12/30/15	MID01	RABOBANK-PAYROLL TAX DEPOS	3B51228	12/28/15	FICA	12-15	62.00	
25177	12/30/15	MID01	RABOBANK-PAYROLL TAX DEPOS	4B51228	12/28/15	MEDICARE (FICA)	12-15	1347.90	7265.03
25178	12/30/15	MID02	RABOBANK-DIRECT DEPOSIT	B51228	12/28/15	NET PAY	12-15	36134.99	36134.99
25179	12/30/15	PER01	PERS RETIREMENT	B51228	12/28/15	PERS PAYROLL REMITTANCE	12-15	.00	
25179	12/30/15	PER01	PERS RETIREMENT	1B51228	12/28/15	PERS PAYROLL REMITTANCE	12-15	8263.29	8263.29
25180	12/30/15	STA01	CALPERS 457 DEFERRED COMP	B51228	12/28/15	457 DEFERRED COMP	12-15	500.00	500.00
025181	01/13/16	ABA01	ABALONE COAST BACTERIOLOG	5218.60	.00	5218.60	2695		LAB TESTS
025182	01/13/16	ADV01	ADVANTAGE ANSWERING PLUS	145.48	.00	145.48	12252015		ANSWERING SERVICE
025183	01/13/16	AEC01	AECOM USA INC	1177.20	.00	1177.20	37672054		SUPPLEMENTAL WATER PROJEC
025184	01/13/16	AER01	AERZEN USA CORPORATION	492.02	.00	492.02	003383		AIR FILTER CARTRIDGES
025185	01/13/16	ALX01	ALEXANDER'S CONTRACT SERV	3385.97	.00	3385.97	00871		METER READING
025186	01/13/16	AME03	AMERI PRIDE	221.07	.00	221.07	501531212		UNIFORMS
				191.83	.00	191.83	501536239		UNIFORMS
			Check Total.....:	412.90	.00	412.90			
025187	01/13/16	ASA01	ASAP REPROGRAPHICS	113.40	.00	113.40	72978		PRE-QUAL DOCS
025188	01/13/16	BES01	BEST BEST & KRIEGER	306.80	.00	306.80	762113		LEGAL SERVICES
025189	01/13/16	BRE02	BRENNTAG PACIFIC INC.	508.77	.00	508.77	548543		FERROUS CHLORIDE
				428.87	.00	428.87	586008		SODIUM HYPOCHLORITE
				217.28	.00	217.28	586009		SODIUM HYPOCHLORITE
				416.20	.00	416.20	586010		SODIUM HYPOCHLORITE
				242.59	.00	242.59	586011		SODIUM HYPOCHLORITE
				307.70	.00	307.70	586012		SODIUM HYPOCHLORITE
				266.10	.00	266.10	586013		SODIUM HYPOCHLORITE
				428.87	.00	428.87	587896		SODIUM HYPOCHLORITE
			Check Total.....:	2816.38	.00	2816.38			
025190	01/13/16	CAL03	CALIFORNIA ELECTRIC SUPPL	334.76	.00	334.76	782663331		OPERATING MECHANISM
025191	01/13/16	CAM02	MIGUEL CAMACHO	150.00	.00	150.00	B60107		WOORK BOOT REIMBURSEMENT
				74.00	.00	74.00	B60107A		LIVE SCAN REIMBURSEMENT
			Check Total.....:	224.00	.00	224.00			
025192	01/13/16	CAN02	CANNON CORPORATION	287.75	.00	287.75	60274		NIPOMO WOODGREEN LIFT STA
				4482.05	.00	4482.05	60275		NIPOMO PALMS LIFT STATION
			Check Total.....:	4769.80	.00	4769.80			
025193	01/13/16	CAN03	CANVAS SOLUTIONS, INC.	210.00	.00	210.00	480813671		CANVAS SUBSCRIPTION
025194	01/13/16	CAR04	CAR QUEST AUTO PARTS	228.49	.00	228.49	819345		OIL
025195	01/13/16	CHA02	CHARTER COMMUNICATIONS	225.00	.00	225.00	JAN2016A		INTERNET - SHOP
				225.00	.00	225.00	JAN2016B		INTERNET - OFFICE
			Check Total.....:	450.00	.00	450.00			
025196	01/13/16	COR01	CORBIN WILLITS SYSTEMS	755.83	.00	755.83	512151		MONTHLY COMPUTER SUPPORT
025197	01/13/16	COR04	CORIX WATER PRODUCTS (US)	5003.48	.00	5003.48	3036024		COUPLINGS, VALVES
				357.23	.00	357.23	3036035		REPAIR CLAMPS, COUPLINGS
				1923.42	.00	1923.42	513035307		REPAIR CLAMPS, METER ADAP
			Check Total.....:	7284.13	.00	7284.13			
025198	01/13/16	CRO02	CROSBY COMPANY	7800.00	.00	7800.00	1349		AUDIT FY 2014-2015
025199	01/13/16	CRO04	CHARLES P. CROWLEY COMPAN	338.22	.00	338.22	22039		PULSATION DAMPENERS, BLADD
025200	01/13/16	CRY01	CRYSTAL SPRINGS	22.85	.00	22.85	JAN2016		DISTILLED WATER
025201	01/13/16	CSD01	CALIF SPECIAL DIST ASSOC	65.00	.00	65.00	35607		WEBINAR TRAINING
025202	01/13/16	EVE02	EVERYWHERE RIGHT NOW, INC	67.50	.00	67.50	1637		WEBSITE SUPPORT
025203	01/13/16	FAR02	FAR WEST EXPRESS	24.00	.00	24.00	DEC2015		DELIVERY SERVICE
025204	01/13/16	GAD02	GADDIS, DAN	35.92	.00	35.92	B60107		TRAVEL REIMBURSEMENT - WR
025205	01/13/16	GIL01	GLM, INC.	360.00	.00	360.00	DEC2015		LANDSCAPE SERVICES
025206	01/13/16	GWA01	GWA INC	55.00	.00	55.00	200640101		ALARM SERVICE
				87.00	.00	87.00	202062101		ALARM SERVICE
				87.00	.00	87.00	202107101		ALARM SERVICE
			Check Total.....:	229.00	.00	229.00			

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025207	01/13/16	HAC01	HACH COMPANY	1087.46	.00	1087.46	9717073	CHEMKEYS
				407.15	.00	407.15	9723882	CHEMKEYS
				6439.72	.00	6439.72	9731464	FLOW METER, SENSOR, CHARG
				819.55	.00	819.55	9732136	CHEMKEY PACKS
			Check Total.....:	8753.88	.00	8753.88		
025208	01/13/16	HAM02	HAMNER JEWELL & ASSOCIATE	1267.50	.00	1267.50	7799	WATERLINE INTERTIE
025209	01/13/16	HDS01	HD SUPPLY WATERWORKS, LTD	451.50	.00	451.50	883027	SANDBAGS
025210	01/13/16	INT02	INTEGRATED INDUSTRIAL SUP	239.80	.00	239.80	36212	EYE WASH, FIRE EXTINGUISH
025211	01/13/16	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	66645	LMD
				77.53	.00	77.53	66774	REPAIR OF BROKEN SPRINKLE
			Check Total.....:	291.53	.00	291.53		
025212	01/13/16	LEE02	LEE CENTRAL COAST NEWSPAP	780.00	.00	780.00	DEC2015	CONSERVATION ADS
025213	01/13/16	MAC01	MACH SECURITY SOLUTIONS	1707.54	.00	1707.54	7015	CYBERKEYS
025214	01/13/16	MAI02	MAINLINE UTILITY COMPANY	1100.00	.00	1100.00	4967	SEWER SMOKE TESTS
025215	01/13/16	MNS01	MNS ENGINEERS INC	30916.31	.00	30916.31	66370	SUPPLEMENTAL WATER
025216	01/13/16	MOR02	MORE OFFICE SOLUTIONS	313.35	.00	313.35	1096861	COLOR/B&W COPIES
025217	01/13/16	MUL02	MULTI W SYSTEMS, INC.	217.22	.00	217.22	31630127	O-RINGS, GASKETS, CHECK V
025218	01/13/16	NEW05	NEWTON GEO-HYDROLOGY CONS	2775.00	.00	2775.00	DEC2015	GENERAL CONSULTATION
				5504.48	.00	5504.48	DEC2015B	LITIGATION SUPPORT
			Check Total.....:	8279.48	.00	8279.48		
025219	01/13/16	NEW06	RUSS NEWMAN	150.00	.00	150.00	B60107	WORK BOOT REIMBURSEMENT
025220	01/13/16	NEX03	NEXTRAQ	399.50	.00	399.50	1239268	GPS SUBSCRIPTION
025221	01/13/16	NIP05	NIPOMO CHAMBER OF COMMERC	165.00	.00	165.00	DEC2015A	CHAMBER CLEANUP GRANT DIS
				2728.00	.00	2728.00	DEC2015B	CHAMBER CLEAN-UP GRANT DI
			Check Total.....:	2893.00	.00	2893.00		
025222	01/13/16	NUN01	NUNLEY, MICHAEL K. & ASSO	405.00	.00	405.00	1509	545 GRANDE PCIA
				115.00	.00	115.00	1511	GIS MAINTENANCE PROJECT
				540.00	.00	540.00	1564	TRACT 2734 PCIA
				135.00	.00	135.00	1565	TRACT 2494 PCIA
				82.50	.00	82.50	1566	SUPPLEMENTAL WATER PHASE
			Check Total.....:	1277.50	.00	1277.50		
025223	01/13/16	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	116456	PEST CONTROL
				75.00	.00	75.00	116458	RODENT CONTROL
			Check Total.....:	340.00	.00	340.00		
025224	01/13/16	OFF01	OFFICE DEPOT	77.73	.00	77.73	814668072	OFFICE SUPPLIES
025225	01/13/16	PER04	PERRY'S ELECTRIC MOTORS	1986.71	.00	1986.71	18870	PUMP PARTS AND REPAIR
025226	01/13/16	POL02	POLYDYNE, INC.	570.83	.00	570.83	1015136	CLARIFLOC
025227	01/13/16	PRE01	PRECISION JANITORIAL	700.00	.00	700.00	267	JANITORIAL SERVICES
025228	01/13/16	QUI03	QUINN COMPANY	27.75	.00	27.75	WON3-1305	ENGINE REPAIR
				326.18	.00	326.18	WON3-1320	WELL SEMI ANNUAL INSPECTI
			Check Total.....:	353.93	.00	353.93		
025229	01/13/16	RAB01	RABOBANK	90.00	.00	90.00	B60107	SAFE DEPOSIT BOX RENTAL
025230	01/13/16	RAB02	RABOBANK PETTY CASH	121.99	.00	121.99	B60108	PETTY CASH
025231	01/13/16	RAU01	RAUCH COMMUNICATION CONSU	2331.25	.00	2331.25	NOV-1510	OUTREACH CONSULTANT

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025232	01/13/16	REC01	RECOGNITION WORKS	10.31	.00	10.31	263322	MAGNET BADGE
025233	01/13/16	RIC01	RICHARDS, WATSON, GERSHON	3600.23	.00	3600.23	204694	WATER RIGHTS ADJUDICATION
025234	01/13/16	SCI01	SCIENCE DISCOVERY	920.52	.00	920.52	822NCSD	WATER CONSERVATION EDUCAT
025235	01/13/16	SHI01	SHIPSEY & SEITZ, INC	9975.00	.00	9975.00	108141	LEGAL SERVICES THROUGH 11
025236	01/13/16	SOU01	SOUTH COUNTY SANITARY	213.08	.00	213.08	511474	WASTE COLLECTION - OLDE T
				40.18	.00	40.18	5116344	WASTE COLLECTION - 148 S.
				185.06	.00	185.06	5117969	WASTE COLLECTION - SOUTH
			Check Total.....:	438.32	.00	438.32		
025237	01/13/16	SOU03	SOUTH COUNTY SANITARY	741.93	.00	741.93	DEC 2015	SOLID WASTE TAX LIENS
025238	01/13/16	SPI01	SPIESS CONSTRUCTION CO.	40358.85	.00	40358.85	22	PROGRESS PAYMENT #22
025239	01/13/16	SPI02	RABOBANK	2124.15	.00	2124.15	22	RETENTION PMT #22
025240	01/13/16	STE01	STERLING COMMUNICATIONS	300.22	.00	300.22	29526	PARTS AND SERVICE ON BATT
025241	01/13/16	THE01	THE GAS COMPANY	28.84	.00	28.84	JAN2016A	HEAT - OFFICE
				19.54	.00	19.54	JAN2016B	HEAT - SHOP
			Check Total.....:	48.38	.00	48.38		
025242	01/13/16	TYL01	TYLER TECHNOLOGIES, INC.	218.75	.00	218.75	25142552	TYLER IMPLEMENTATION
025243	01/13/16	USA01	USA BLUEBOOK	503.67	.00	503.67	821899	BUFFER SOLUTION, STANDARD
				150.31	.00	150.31	834682	MICRO STIR BAR
			Check Total.....:	653.98	.00	653.98		
025244	01/13/16	USB01	US BANK (VISA)	350.00	.00	350.00	DEC2015A	MEALS/TRAVEL
				163.14	.00	163.14	DEC2015B	SUPPLIES
				1516.17	.00	1516.17	DEC2015C	COMPUTER EXPENSES
				191.77	.00	191.77	DEC2015D	TRAINING
				303.57	.00	303.57	DEC2015E	OFFICE SUPPLIES
				370.00	.00	370.00	DEC2015F	GFOA DUES
			Check Total.....:	2894.65	.00	2894.65		
025245	01/13/16	VER01	VERIZON	53.39	.00	53.39	DEC2015	BL PHONE
025246	01/13/16	VER03	VERIZON WIRELESS	384.12	.00	384.12	DEC2015	CELL PHONES
025247	01/13/16	WAL01	WALLACE GROUP	5756.93	.00	5756.93	40496	FOG INSPECTION SERVICES
				3107.58	.00	3107.58	40685	FOG INSPECTION PROGRAM
			Check Total.....:	8864.51	.00	8864.51		
025248	01/13/16	WAS03	WASTEWATER TECHNOLOGY TRA	1500.00	.00	1500.00	4264	EXAM REVIEW - NEWMAN, BRO
025249	01/13/16	WSC01	WSC	1394.00	.00	1394.00	1670	BMP IMPLEMENTATION/CUWCC
025250	01/13/16	YOU01	YOUR PEOPLE PROFESSIONALS	1300.00	.00	1300.00	JAN2016	EMPLOYMENT AGENCY DEPOSIT
025251	01/13/16	\G001	GEIHS ENTERPRISES INC,	122.10	.00	122.10	000B60101	MQ CUSTOMER REFUND FOR GE

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: JANUARY 7, 2016

**AGENDA ITEM
D-2
JANUARY 13, 2016**

**APPROVE DECEMBER 9, 2015
REGULAR BOARD MEETING MINUTES**

ITEM

Approve action minutes from previous Board meetings. [RECOMMEND APPROVE MINUTES]

BACKGROUND

The draft minutes are a written record of the previous Board Meeting action.

RECOMMENDATION

Approve Minutes

ATTACHMENT

- A. December 9, 2015 draft Regular Board Meeting Minutes

January 13, 2016

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

DRAFT REGULAR MINUTES

DECEMBER 9, 2015, AT 9:00 A.M.

JON S. SEITZ BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

CRAIG ARMSTRONG, **PRESIDENT**
DAN ALLEN GADDIS, **VICE PRESIDENT**
BOB BLAIR, **DIRECTOR**
ED EBY, **DIRECTOR**
DAN WOODSON, **DIRECTOR**

PRINCIPAL STAFF

MICHAEL S. LEBRUN, **GENERAL MANAGER**
LISA BOGNUDA, **FINANCE DIRECTOR**
MICHAEL W. SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DIRECTOR OF ENG. & OPS.**
JESSICA MATSON, **BOARD CLERK**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00 A. CALL TO ORDER AND FLAG SALUTE

President Armstrong called the Regular Meeting of December 9, 2015 to order at 9:00 a.m. and led the flag salute.

00:00:34 B. ROLL CALL AND PUBLIC COMMENT FOR ITEMS NOT ON AGENDA

At Roll Call, all Directors were present.

The following members of the public spoke:

John Snyder, Nipomo resident, distributed an article (available for review at the District office) to staff regarding a presentation to the Board on the status of the groundwater basin. Michael LeBrun, General Manager, stated that the presentation is scheduled to take place at the January 13th Regular Board meeting.

President Armstrong announced that the Board would go into Closed Session.

00:03:23 I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL AND SPECIAL COUNSEL
RE: PENDING LITIGATION PURSUANT TO GC §54956.9
 - a) SMVWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
 - b) HEAL VS. NCSD (SAN LUIS OBISPO COUNTY CASE NO CV 15-0539)
2. PUBLIC EMPLOYEE APPOINTMENT – GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

00:03:53 J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

The following members of the public spoke:

John Snyder, Nipomo resident, commented on the Closed Session Item regarding the groundwater litigation and the need for a report on the status of the basin. Mike Seitz, Legal Counsel, commented on the Agendized Item.

K. ADJOURN TO CLOSED SESSION

President Armstrong adjourned to closed session at 9:08 a.m.

The Board came out of Closed Session at 1:15 p.m. and took a recess until 1:30 p.m.

SUBJECT TO BOARD APPROVAL

00:06:29 L. OPEN SESSION
 ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:30 p.m.

Mike Seitz, District Legal Counsel, announced that the Board discussed Item I.1(a) and 1(b), heard a report, but took no reportable action.

Mr. Seitz also announced that the Board discussed Item 2, interviewed two candidates, but took no reportable action.

President Armstrong announced that Item E-1 would be heard next.

00:07:04 E-1) FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2014-2015

Michael LeBrun, General Manager, introduced Robert Crosby, auditor from the Crosby Company. Mr. Crosby presented the financial audit report for fiscal year 2014-2015 and reported that the District received a "clean audit." Mr. Crosby answered questions from the Board.

*Upon the motion of Director Dan Allen Gaddis and seconded, the Board unanimously accepted the Financial Audit Report and directed staff to file the Report.
 Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Gaddis, Blair, Eby, Woodson, and Armstrong	None	None

President Armstrong announced that the Board would return to Item C.

C. PRESENTATIONS AND REPORTS

00:16:12 C-1) REPORT ON NOVEMBER 12, 2015 SPECIAL MEETING CLOSED SESSION
 Announcement of actions, if any, taken in Closed Session

Mike Seitz, District Legal Counsel, announced that the Board discussed Item I.1(a) from the November 12, 2015 Special Meeting (Conference with District Legal Counsel re: pending litigation pursuant to GC §54956.9 SMVWCD VS. NCSD) in closed session, heard a report but took no reportable action.

Mr. Seitz also reported that the Board discussed Item I.1(b) (HEAL VS. NCSD), heard a report but took no reportable action.

00:16:41 C-2) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.

Receive Announcements and Reports from Directors

Director Woodson

- ◇ *Attended the SLO Citizens Transportation Advisory meeting where they discussed a cutback in use of public transportation due to the presence of Uber.*

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

Director Blair

- ◇ November 20, Attended the CSDA (California Special District Association) SLO County Chapter meeting where County Public Works presented a list of roads that will be paved.

Director Gaddis

- ◇ November 20, Attended Ad-Hoc Committee meeting where they interviewed candidates for General Manager.
- ◇ November 23, Attended Ad-Hoc Committee meeting where they interviewed candidates for General Manager.
- ◇ November 24, Attended the Finance & Audit Committee meeting.
- ◇ November 30, Attended an officers meeting.
- ◇ December 2, Attended the WRAC (Water Resources Advisory Council) meeting and heard a presentation on the distribution of bio solids.
- ◇ December 7, Attended Ad-Hoc Committee meeting.

Director Eby

- ◇ November 19, Attended an Integrated Water Resource Management workshop with Director Woodson and Michael LeBrun.
- ◇ November 20, Attended the CSDA (California Special District Association) SLO County Chapter meeting where they discussed a LAFCO (Local Area Formation Committee) Board seat opening and election procedures.

Director Armstrong

- ◇ December 2, Attended the Water Resources Advisory Committee (WRAC) meeting.

C-3) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE and FILE PRESENTATIONS AND REPORTS
There were no public comments.

*Upon the motion of Director Bob Blair and seconded, the Board unanimously approved to receive and file the presentations and reports as submitted.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Blair, Gaddis, Eby, Woodson, and Armstrong	None	None

00:21:38

D. CONSENT AGENDA

D-1) WARRANTS

D-2) APPROVE MINUTES OF PREVIOUS BOARD MEETINGS

- NOVEMBER 12, 2015 SPECIAL MEETING

D-3) APPROVE MINUTES OF PREVIOUS BOARD MEETINGS

- NOVEMBER 18, 2015 SPECIAL MEETING

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

President Armstrong stated that he did not attend the November 18th Special Meeting so Item D-3 would need to be considered separately.

Director Blair requested clarification on warrants. Michael LeBrun, General Manager, responded.

There were no public comments.

ITEMS D-1 and D-2

Upon the motion of Director Ed Eby and seconded, the Board unanimously approved Items D-1 and D-2.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Gaddis, Blair, Woodson, and Armstrong	None	None

ITEM D-3

Upon the motion of Director Ed Eby and seconded, the Board approved Item D-3. Director Armstrong was not qualified to vote.

Vote 4-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Woodson, Blair, and Gaddis	None	None

E. ADMINISTRATIVE ITEMS

ITEM E-1 WAS HEARD EARLIER IN THE MEETING

E-2) AUTHORIZE TASK ORDER FOR SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM CHLORINE ANALYZER PROJECT

Peter Sevcik, Director of Engineering and Operations, reviewed the report as presented in the Board packet. Mr. Sevcik answered questions from the Board.

There were no public comments.

Upon the motion of Director Dan Allen Gaddis and seconded, the Board unanimously approved the Resolution authorizing staff to execute a Task Order in the amount of \$47,050 with Tesco Controls, Inc., a Change Order Contingency in the amount of \$5,000, and authorized a budget amendment.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Gaddis, Eby, Blair, Woodson, and Armstrong	None	None

RESOLUTION NO. 2015-1398
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AUTHORIZING A TASK ORDER FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION CHLORINE ANALYZER
PROJECT WITH TESCO CONTROLS INC.

SUBJECT TO BOARD APPROVAL

00:24:39

Nipomo Community Services District
**REGULAR MEETING
 MINUTES**

00:29:41

E-3) APPROVE 2016 BOARD MEETING SCHEDULE

The Board of Directors reviewed the 2016 Board Meeting schedule as presented in the Board Packet.

There were no public comments.

Upon the motion of Director Dan Woodson and seconded, the Board unanimously approved the 2016 Board Meeting schedule.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Woodson, Blair, Eby, Gaddis, and Armstrong	None	None

00:31:40

E-4) ELECTION OF 2016 BOARD PRESIDENT AND VICE PRESIDENT

Director Gaddis nominated Director Armstrong for President. There were no other nominations for President.

There were no public comments.

By acclamation, Director Armstrong was appointed as President of the Board for 2016.

Director Eby nominated Director Gaddis for Vice President. There were no other nominations for Vice President.

There were no public comments.

By acclamation, Director Gaddis was appointed as Vice President of the Board for 2016.

00:32:46

F. GENERAL MANAGER'S REPORT

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun also reported the following:

- An invitation to the Nipomo Chamber of Commerce's Annual Installation and Awards Dinner on January 21st was distributed to the Board. The District will be receiving the Keeping Nipomo Clean award.*
- He received a ballot for the California Urban Water Conservation Council (CUWCC) and requested direction from the Board. Director Armstrong requested staff email him a copy.*
- The Supplemental Water Accounting shows no change since the District stopped accepting applications for new service.*
- The Nipomo Mesa Management Area (NMMA) meeting will take place on December 15th at 10 AM at NCSD. Directors Armstrong and Eby will attend.*

Mr. LeBrun answered questions from the Board.

Director Gaddis asked about contact information for the State's toilet and turf replacement rebates. Jessica Matson, Public Information Director, responded that rebate information and applications are available on the State's website.

There were no public comments.

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

00:47:21 G. COMMITTEE REPORTS

Director Eby reported that the Ad-Hoc committee, formed for the recruitment of a new General Manager, met and interviewed candidates in November. The Committee recommended two candidates to be considered by the whole Board.

Director Armstrong reported that the Finance & Audit Committee met on November 24th. There were no comments on the committee meeting minutes included in the Board Packet.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

None.

ADJOURN

President Armstrong adjourned the meeting at 2:12 p.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	50 minutes
Closed Session	4 hours 7 minutes
TOTAL HOURS	4 hour 57 minutes

Respectfully submitted,

Michael S. LeBrun, General Manager and Secretary to the Board

Date

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

DATE: JANUARY 7, 2016

**AGENDA ITEM
D-3
JANUARY 13, 2016**

**APPROVE DECEMBER 18, 2015
SPECIAL BOARD MEETING MINUTES**

ITEM

Approve action minutes from previous Board meetings. [RECOMMEND APPROVE MINUTES]

BACKGROUND

The draft minutes are a written record of the previous Board Meeting action.

RECOMMENDATION

Approve Minutes

ATTACHMENT

- A. December 18, 2015 draft Special Board Meeting Minutes

January 13, 2016

ITEM D-3

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

DRAFT SPECIAL MINUTES

DECEMBER 18, 2015, AT 2:00 P.M.

JON S. SEITZ BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

CRAIG ARMSTRONG, **PRESIDENT**
DAN ALLEN GADDIS, **VICE PRESIDENT**
BOB BLAIR, **DIRECTOR**
ED EBY, **DIRECTOR**
DAN WOODSON, **DIRECTOR**

PRINCIPAL STAFF

MICHAEL S. LEBRUN, **GENERAL MANAGER**
LISA BOGNUDA, **FINANCE DIRECTOR**
MICHAEL W. SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DIRECTOR OF ENG. & OPS.**
JESSICA MATSON, **BOARD CLERK**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00 1. CALL TO ORDER, FLAG SALUTE, AND ROLL CALL

President Armstrong called the Special Meeting of December 18, 2015 to order at 2:00 p.m. and led the flag salute.

At Roll Call, all directors were present.

00:00:38 2. PUBLIC EMPLOYEE APPOINTMENT-CONSIDER CONTRACT BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT AND MARIO IGLESIAS FOR GENERAL MANAGER SERVICES

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet and specific items in the contract. Mr. LeBrun stated a word was added to page 4, section D.

Mr. LeBrun answered questions from the Board.

There were no public comments.

*Upon the motion of Director Ed Eby and seconded, the Board unanimously approved a contract with Mario Iglesias for General Manager services, as amended.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
<i>Directors Eby, Gaddis, Blair, Woodson and Armstrong</i>	<i>None</i>	<i>None</i>

ADJOURN

President Armstrong adjourned the meeting at 2:24 p.m.

MEETING SUMMARY	HOURS & MINUTES
Special Meeting	24 minutes

TO: BOARD OF DIRECTORS

AGENDA ITEM

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

D-4

DATE: JANUARY 8, 2016

JANUARY 13, 2016

CONTRACT APPOINTING MARIO IGLESIAS AS DISTRICT GENERAL MANAGER

ITEM

Approve contract appointing Mario Iglesias as District General Manager [RECOMMEND APPROVE CONTRACT]

BACKGROUND

Your Board approved a contract employing Mario Iglesias as General Manager at a Special Meeting on December 18, 2015. The approval allowed Mr. Iglesias and the District to begin the transition process.

California Government Code requires local agencies adopt executive salaries at Regular, not Special, meetings. Today's approval confirms the contract and salary for Mr. Iglesias. The remainder of this staff report and the attached contract are identical to what your Board considered and approved on December 18, 2015.

On September 9, 2015, your Board accepted the General Manager's resignation and formed an Ad Hoc Committee to lead the recruitment process. Directors Gaddis and Eby were assigned to the Ad Hoc and tasked with working with staff to commence recruitment for a new General Manager. The Ad Hoc was directed to bring 2-4 qualified candidates back to your Board for interview and selection.

At your September 30, 2015 Regular Meeting, your Board approved an updated Job Description and a starting salary statement. The District advertised the open position during the month of October. Numerous applications were received and considered by the Committee and Management Team. Six applicants were invited to interview with the Committee and Management Team.

Interviews were conducted on November 20th and 23rd. Following these interviews, the Ad Hoc Committee recommended two candidates, whose experience and interview conduct put them well above the others, for consideration by your Board.

On December 9, your Board interviewed the two finalists and gave direction to President Armstrong to meet with Mr. Iglesias and negotiate a contract.

Mr. Iglesias has agreed to the appointment as District General Manager pursuant to the terms and conditions of the attached Contract.

RECOMMENDATION

By motion and roll call vote, re-approve attached contract approving Mario Iglesias as District General Manager effective January 11, 2016.

ATTACHMENT

- A. General Manager Contract

January 13, 2016

ITEM D-4

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

Attachments:
Exhibit "A" - General Manager Job Description

THIS CONTRACT, is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Mario Iglesias (herein also referred to as "General Manager" or "Iglesias"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to enter into an employment relationship with Mario Iglesias as General Manager of the District;

C. Mario Iglesias desires to enter into an employment relationship as General Manager of the District.

D. It is the purpose of this Contract to define the employment relationship of Mario Iglesias and the District during the terms of this Contract. All references to General Manager in this Contract refer to Mario Iglesias.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF GENERAL MANAGER

District hereby agrees to employ Mario Iglesias as District General Manager and Secretary to the Board of Directors (collectively "General Manager").

SECTION 2 - DUTIES

A. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

The General Manager shall be responsible for all of the following:

(a) The implementation of the policies established by the board of directors for the operation of the district.

(b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

B. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

- (a) Maintaining accurate records of the proceedings of the Board of Directors.
- (b) Maintaining a book of District Ordinances or Codes with his\her attestation.
- (c) Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
- (d) Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph (a) above and deputize the Finance Director\Assistant General Manager to perform the duties referenced in paragraphs (b), (c) and (d) above in the absence of the General Manager

C. Iglesias agrees to perform the functions and duties specified in Subsections A. and B. above, in Government Code Section 61051 and the duties described in the District's General Manager job description attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as the District Board of Directors shall from time to time assign without additional compensation.

D. Both parties acknowledge that specific duties of the position may vary from time to time.

SECTION 3 - TERM

Subject to paragraph C below and Subsection 14, Paragraph C, and the approval by the Board of Directors, this Contract shall take effect on January 11, 2016, ("Effective Date"), and shall remain in effect until terminated as provided in the following provisions:

A Nothing in this Contract shall prevent, limit or otherwise interfere with the right of District to terminate the services of General Manager at any time, subject only to the provisions set forth in Section 4, paragraphs A, B and C of this Contract.

B Nothing in this Contract shall prevent, limit or otherwise interfere with the

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

right of General Manager to resign at any time from his/her position with District, subject only to the provisions set forth in Section 4, paragraph D, of this Contract.

C Prior to the Effective Date, and as a condition of employment, General Manager shall:

1. Successfully complete and pass a physician's examination and a drug test as referenced in District Employee Handbook, Policy 2014.
2. Successfully complete background and credit checks;
3. Provide confirmation of PERS eligibility, if applicable.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A General Manager understands and expressly agrees that he/she has no constitutionally protected property right or interest in his/her employment as General Manager.

B The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated without cause.

(1) In the event the General Manager is terminated without cause on or before the three hundred sixty-fifth (365th) day from the Effective Date, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to three (3) months base salary. In addition to Severance Pay, District shall pay General Manager for his/her accrued but unused vacation time, but not sick leave nor administrative leave, if any. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

(2) In the event the General Manager is terminated without cause from and after the three hundred sixty-fifth (365th) day from the Effective Date, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to five (5) months base salary. In addition to Severance Pay, District shall pay General Manager for his/her accrued but unused vacation time, but not sick leave nor administrative leave, if any. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

C In the event General Manager is terminated for good cause, the General Manager shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave or administrative leave, if any. Additionally, the General Manager would receive any benefits that are lawfully required to be continued for the duration required by law. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

- (1) Any material breach by the General Manager of any term or provision of this Contract;
- (2) General Manager's failure to perform his/her duties in a professional and responsible manner consistent with generally accepted standards of the profession;
- (3) General Manager's misfeasance;
- (4) General Manager's malfeasance;
- (5) Conduct unbecoming the position of General Manager or likely to bring discredit or embarrassment to District;
- (6) Insobriety while representing the District;
- (7) Conviction of a misdemeanor involving moral turpitude;
- (8) Conviction of a felony;
- (9) Engaging in illegal business practices in connection with the District's business;
- (10) Misappropriation of the District's assets;
- (11) Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or
- (12) Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

D. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District forty-five (45) calendar days written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the effective date of resignation, and payment for any accrued vacation.

E. If this Contract is terminated by District for cause pursuant to paragraph C above and it is later determined that the termination was wrongful, such termination automatically shall be converted and treated as a Termination Without Cause under Section 4B above, and the General Manager shall be entitled to receive only amounts payable as referenced in Section 4B above.

SECTION 5 - SALARY

- A. District agrees to pay the General Manager for his/her services rendered pursuant hereto an annual salary of one hundred and fifty thousand dollars (\$150,000.00) payable in equal installments at the same time as other employees of the District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.
- B. District will consider adjustments in compensation based upon performance and/or any significant changes in duties and responsibilities.
- C. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

SECTION 6 - HOURS OF WORK

The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.

SECTION 7 - PERFORMANCE REVIEW

A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews (evaluations) as follows:

1. On or before the sixth (6th) month from the Effective Date; and
2. On or before the eleventh (11th) month from the Effective Date.

B. From and after the evaluations referenced in paragraph A(2) above, the General Manager shall receive an annual performance review no later than the end of January of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create a conflict of interest with the duties of General Manager and the interests of District.

SECTION 9 - PROFESSIONAL DEVELOPMENT

A. As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, District shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional development, participation, growth and advancement. Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

time to time between General Manager and Board President.

B. Expenditures for items in this Section shall be within the District's budgeted amounts for the appropriate category unless otherwise pre-approved by Board President. All books, subscriptions and other items obtained pursuant to paragraph A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board approval for travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California.

SECTION 10 - BENEFITS

A. Subject to District Resolution 2005-959, District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other District employees.

B. General Manager may elect to participate in District's 457 Deferred Compensation Plan.

C. District agrees to pay employer portion of the PERS contribution based on the current PERS Retirement Plan. If the District Board of Director's amends the Retirement Plan for existing employees, then the amended plan shall apply to the General Manager.

D. District agrees to pay up to a maximum of \$10,000 for Iglesias to relocate to the Nipomo area. Allowable expenses include cost of moving personal belongings to Nipomo area, mileage reimbursement for one trip from current residence to Nipomo area, and temporary living accommodations in the Nipomo area.

E. General Manager shall submit an expense claim form on a monthly basis for expenses referenced in paragraph D above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 11 – CELL PHONE REIMBURSEMENT

General Manager shall be reimbursed monthly at the rate of \$65.00 per month for maintaining a working cell phone, provided that said cell phone facilitates "24-7" District employee access to the General Manager.

SECTION 12 - LEAVES

A. Vacations:

1. Paid vacations shall accrue at the rate of 1 and 1/4th of a working day per month of paid employment (15 days/year).

**NIPOMO COMMUNITY SERVICES DISTRICT
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2. The General Manager shall not take accrued vacation days until after the fifth (5th) month of employment.
3. The General Manager shall not carry over more than one hundred twenty (120) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached, (120 hours) vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.
4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) during any thirty (30) day period without prior approval of the Board President.
5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

B. Sick Leave: Commencing on the Effective Date of employment, General Manager shall accrue, and have credited to his/her personal account, sick leave at the rate of one (1) working day per month cumulative to a maximum accrual of one hundred eighty (180) working days.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, and the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. Administrative Leave: The General Manager shall be entitled to five (5) administrative leave days with pay per year. Administrative leave cannot be accumulated or carried over one calendar year to the next. Administrative leave shall not be scheduled when it would leave the District without appropriate management.

SECTION 13 - AUTOMOBILE

A. For District related uses the District shall make available an automobile/vehicle for the General Manager.

B. When the District's automobile/vehicle is not available the General Manager shall be reimbursed for the use of General Manager's personal vehicle at the prevailing IRS per diem mileage rate for mileage incurred in performing services for the benefit of the District excluding travel to and from work.

C. General Manager shall submit an expense claim form on a monthly

**NIPOMO COMMUNITY SERVICES DISTRICT
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basis for expenses referenced in paragraph B above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 14 - AUTOMOBILE INSURANCE

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five-hundred thousand dollars (\$500,000) per accident.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. Prior to commencing work under this Contract, General Manager shall provide District with a Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

The District may set other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 16 - JURY DUTY

The District General Manager will receive full pay and benefits while serving on a trial jury. Any court derived compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 17 - NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

Attn: President of the Board of Directors

2. Mario Iglesias
mario2cu@aol.com
831.372.7649
- Information will be appended following relocation -

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 18 - INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 19 - GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in a situation which is inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid; and (b) payment for any accrued vacation. General Manager's heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

**NIPOMO COMMUNITY SERVICES DISTRICT
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D. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

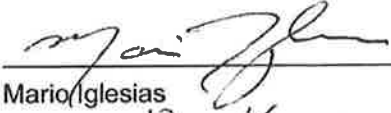
J. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

Nothing beyond this point other than signature on next page.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

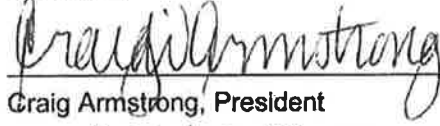
GENERAL MANAGER



Mario Iglesias

DATE: 12-16, 2015

DISTRICT



Craig Armstrong, President

DATE: December 18, 2015

APPROVED AS TO FORM:

Michael Seitz

District Legal Counsel

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

1. DEFINITION AND SUMMARY OF DUTIES

Under policy direction of the Board of Directors, plans, organizes, directs and coordinates all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; acts as District Financial Officer; performs related work as directed by the Board. This position has full-time management status, and is Fair Labor Standards Act exempt.

The General Manager is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions, and activities within policy guidance and applicable state and federal laws and regulations. The General Manager is the principal administrative person in overall charge of the District and its personnel. The incumbent is in a position of trust and confidence and serves as the District appointing and disciplinary authority for all employees of the District. The General Manager provides the Board of Directors with advice, recommendations, analysis of financial impacts and consultation on all matters related to the requirements of the District.

2. ESSENTIAL DUTIES AND RESPONSIBILITIES

- a) Plans, organizes, coordinates and administers, either directly or through subordinate directors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- b) Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; implements administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- c) Directs and coordinates the preparation and administration of the District annual budget; reviews and evaluates current programs, anticipates future needs, and formulates long-range financial goals of the District; reviews all District expenditures; provides financial management for the District.
- d) Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- e) Serves as principal Staff at Board Meetings, takes Board direction, implements Board policy.
- f) Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- g) Represents the Board and the District in contacts with governmental agencies, community groups and various businesses, professional and legislative organizations, District customers; and the media.
- h) Directs and coordinates preparation of rate schedules for the resale of water delivered to customers and other agencies; directs and coordinates preparation of rate schedules for the collection, treatment, storage and disposal of waste water.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

- i) Consults with legal counsel concerning matters of litigation, contracts and District operations; monitors legislation on the state, federal and local level; directs and coordinates changes required by new legislation.
- j) Leads staff; interviews and selects top management staff; reviews and approves staff training programs; recommends changes in organizational structure and position classification; evaluates the performance of subordinate directors; has authority to hire, discipline, and discharge employees, approves or disapproves merit salary increases; adjusts employee grievances within limits of delegated authority; delegates authority and holds subordinate directors and managers accountable for the efficient administration of their divisions or sections; provides guidance and direction to subordinate directors, managers and staff regarding human resources policies and procedures.
- k) Plans and directs the selection, training, assignment, supervision, and evaluation of employees; plans and directs District employees in areas of financial and program management.
- l) Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- m) Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs and accepts development plans and specifications for conformance with District standards on behalf of the District.
- n) Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal and local agencies. Coordinates planning and other activities of the District with those of other public agencies.
- o) Coordinates preparation and release to the media of information related to the programs and services of the District. Acts as spokesperson for the District on all matters.
- p) Meets with citizen groups, advisory bodies and others concerned with District programs and activities; represents the District and speaks before public bodies, groups, organizations and the public on matters pertaining to District programs and activities; attends conferences and seminars to keep informed of new developments and technologies.
- q) Interfaces with District customers and resolves service related issues and complaints.
- r) Directs the maintenance of District records and documents.

3. QUALIFICATIONS

This position requires knowledge and proficiency in the following:

- a) Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of employees.
- b) Principles, practices and procedures of public administration in a special district setting including Brown Act compliance, Special District law, and Proposition 218.
- c) Functions, authority, responsibilities and limitations of an elected Board of Directors.
- d) Principles and practices of potable water production, treatment and distribution.
- e) Principles and practices of wastewater treatment and disposal.
- f) Applicable legal guidelines and standards effecting special district administration and operation.
- g) Techniques for effectively communicating with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

4. ESSENTIAL ABILITIES

Ability to:

- a) Plan, organize, and coordinate the activities of the District.
- b) Work cooperatively with the elected Board of Directors to implement the policies set by the Board of Directors.
- c) Serve as technical advisor to Board of Directors, and the general public on water resources and sanitation issues.
- d) Develop and implement goals, objectives, policies, procedures, work standards and internal controls.
- e) Develop and administer an annual budget.
- f) Supervise and control the expenditure of funds and resources of the District.
- g) Provide excellent staff leadership. Effectively interview, select, train, supervise and evaluate subordinate directors, managers and staff.
- h) Establish and maintain harmonious working relationships with subordinates, representatives of county departments, other public agencies, private contractors, engineers, and the general public.
- i) Interpret, apply and explain complex laws, codes and regulations.
- j) Prepare and direct the preparation of simple, concise comprehensive written reports and oral presentations containing alternate solutions and recommendations regarding specific resources, plans and policies.
- k) Use initiative and independent judgment within general policy guidelines.
- l) Exercise initiative, ingenuity, and sound judgment in solving difficult administrative, economic, technical, and personnel problems.
- m) Evaluate District policies and procedures; define problem areas, and direct the implementation of policy decisions and practices to improve operations
- n) Make public presentations and conduct public hearings.
- o) Analyze and review draft staff reports and recommendations, and give constructive criticism.
- p) Use tact, discretion and prudence in dealing with those contacted in the course of the work including Board members, management team, employees, and members of the public.
- q) Work effectively and cooperatively with staff and a wide variety of customers and other individuals in person and over the telephone.
- r) Exercise sound independent judgment within established policy and procedural guidelines.
- s) Understand the necessity for and maintain confidentiality of information where necessary.

5. PHYSICAL REQUIREMENTS

With or without reasonable accommodation:

- a) Ability to read printed materials and a computer screen.
- b) Ability to type on a keyboard and use a mouse for extended periods of time.
- c) Ability to use a computer and software to access, record and convey information in a variety of formats.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

- d) Ability to interact in person and on the telephone, relaying information verbally.
- e) Ability to communicate clearly, concisely and effectively, both orally and in writing with a variety of people.
- f) Ability to maintain, regular, predictable, punctual attendance in person.
- g) Ability to compete and analyze information and financial material.
- h) Ability to drive to designated locations within and outside the District to inspect facilities or attend meetings.
- i) Mobility to work in a standard office environment and use standard office equipment.
- j) Ability to grasp, lift and move files, binders, boxes and other collections of documents (which can total up to 40 pounds).
- k) Ability to inspect District facilities in the field.
- l) Ability to attend meetings in person outside of normal working hours.
- m) Ability to oversee meetings and coordinate the actions of many people.
- n) Ability to travel to necessary locations to perform work tasks and participate in meetings.

6. EDUCATION AND EXPERIENCE

- a) Extensive knowledge of: public agency administration, personnel management, the principles and practices of water, wastewater and water resources management; the political attitudes and concerns surrounding water and wastewater services, control and utilization.
- b) Thorough knowledge of: laws, regulations and legal opinions relating to District administration, water rights, water supply and transmission activities, water quality, wastewater; infrastructure financing, sanitation systems, and; the principles and practices of public works administration and organization including personnel and fiscal management; and a working knowledge of budgetary practices and procedures; English syntax and grammar.
- c) Any combination of education and training which would provide the opportunity to acquire the knowledge and abilities listed. Graduation from an accredited college or university with a degree in public administration, business administration, engineering, law or a closely related field and seven (7) years' experience in administration and management positions with public agencies, with increasing levels of responsibility.

7. LICENSES

- a) Must possess a valid California Class C driver's license and have a satisfactory driving record.
- b) Must be bondable by District's fidelity bond insurer.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager
FLSA STATUS: Exempt
REPORTS TO: Board of Directors

ACKNOWLEDGEMENT:

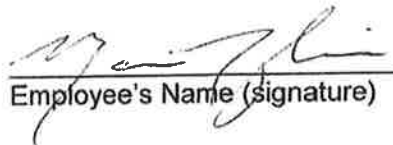
By signing below, I acknowledge all of the following:

I have reviewed the above Job Description, and I understand it to be accurate and complete. I understand that the Board of Directors retains the right to assign me other tasks as necessary. I also understand that the Board of Directors has the right to change this Job Description and my assigned job duties at any time.

If, at any time, I am unable to perform any of the assigned job duties or need any accommodation for medical reasons, I will alert the Board President or his/her designee and will participate in an interactive process regarding possible workplace accommodations.

I understand that I am an exempt employee and may be required to work in excess of 40 hours per week without overtime compensation and am required to report to duty in cases of disaster response.

Mario Iglesias
Employee's Name (print)


Employee's Name (signature)

12-16-15
Date

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