

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: OCTOBER 4, 2019

AGENDA ITEM

C

OCTOBER 9, 2019

PRESENTATIONS AND REPORTS

The following presentations and reports are scheduled:

- C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT AND COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES AND SEMINARS.
[RECEIVE ANNOUNCEMENTS AND REPORTS FROM DIRECTORS]
- C-2) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER 

DATE: OCTOBER 4, 2019



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 SEPTEMBER 25, 2019, REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVE MINUTES]

TO: BOARD OF DIRECTORS

REVIEWED: MARIO IGLESIAS ~~MI~~
GENERAL MANAGER

FROM: LISA BOGNUDA (LSB)
FINANCE DIRECTOR

DATE: OCTOBER 4, 2019



WARRANTS

TOTAL COMPUTER CHECKS
179,461.82

HANDWRITTEN CHECKS
None

VOIDS – NONE

COMPUTER GENERATED CHECKS – SEE ATTACHED



Nipomo Community Services District

Item D-1 Warrants OCTOBER 9, 2019
By Payment Number

Payment Dates 10/09/2019 - 10/09/2019

Vendor Name	Description (Payable)	Payable Number	Payment Date	Amount
Payment: 5302				
Abalone Coast Analytical, Inc.	Lab tests	4733	10/09/2019	7,429.00
				Payment 5302 Total: 7,429.00
Payment: 5303				
Alexander's Contract Services,	Meter reading	201909300872	10/09/2019	2,590.61
				Payment 5303 Total: 2,590.61
Payment: 5304				
AmeriPride	Uniforms	1502480660	10/09/2019	317.33
				Payment 5304 Total: 317.33
Payment: 5305				
Aqua-Metric Sales, Co.	Water meters	INV0075199	10/09/2019	33,783.75
Aqua-Metric Sales, Co.	Unipro communicator	INV0075200	10/09/2019	677.06
				Payment 5305 Total: 34,460.81
Payment: 5306				
AT&T	Telephone	13651574	10/09/2019	31.42
AT&T	Telephone	13651575	10/09/2019	164.36
AT&T	Telephone	13651576	10/09/2019	240.72
				Payment 5306 Total: 436.50
Payment: 5307				
Blair, Robert	Travel reimbursement - CSDA	SEPT2019	10/09/2019	1,547.78
				Payment 5307 Total: 1,547.78
Payment: 5308				
Brenntag Pacific, Inc.	Ammonium sulfate	984720	10/09/2019	613.79
Brenntag Pacific, Inc.	Sodium hypochlorite	984724	10/09/2019	180.43
Brenntag Pacific, Inc.	Ammonium sulfate	984718	10/09/2019	1,227.59
Brenntag Pacific, Inc.	Ammonium sulfate	984721	10/09/2019	613.79
Brenntag Pacific, Inc.	Sodium hypochlorite	984722	10/09/2019	505.20
Brenntag Pacific, Inc.	Ammonium sulfate	984719	10/09/2019	1,227.59
Brenntag Pacific, Inc.	Ammonium sulfate	984717	10/09/2019	739.81
Brenntag Pacific, Inc.	Sodium hypochlorite	984725	10/09/2019	613.45
Brenntag Pacific, Inc.	Sodium hypochlorite	984723	10/09/2019	943.64
				Payment 5308 Total: 6,665.29
Payment: 5309				
C&S Industrial Coatings	Bar-Rust Off White kit	7986	10/09/2019	216.42
				Payment 5309 Total: 216.42
Payment: 5310				
California Water Environment	CSM 1 examination applicatio	WHITE2019	10/09/2019	367.00
				Payment 5310 Total: 367.00
Payment: 5311				
Charter Communications	Internet - Shop and/or Office	OCT2019A	10/09/2019	734.20
				Payment 5311 Total: 734.20
Payment: 5312				
Department of Motor Vehicle	Vessel registration renewal	QUAH2019	10/09/2019	36.00
				Payment 5312 Total: 36.00
Payment: 5313				
Electricraft, Inc.	Service call- Hetrick Standpipe	13927	10/09/2019	1,024.78
				Payment 5313 Total: 1,024.78
Payment: 5314				
Excel Personnel Services, Inc.	Employment agency	2868971	10/09/2019	930.00
Excel Personnel Services, Inc.	Employment agency	2873902	10/09/2019	930.00

Item D-1 Warrants OCTOBER 9, 2019

Payment Dates: 10/09/2019 - 10/09/2019

Vendor Name	Description (Payable)	Payable Number	Payment Date	Amount
Excel Personnel Services, Inc.	Employment agency	2864112	10/09/2019	744.00
Payment: 5314 Total:				2,604.00
Payment: 5315				
Farm Supply Company	Sch 80 fittings, camlock fitting	65693	10/09/2019	69.50
Payment: 5315 Total:				69.50
Payment: 5316				
FGL Environmental	Lab tests	982816	10/09/2019	525.00
FGL Environmental	Lab tests	982539	10/09/2019	523.00
FGL Environmental	Lab tests	983025	10/09/2019	24.00
Payment: 5316 Total:				1,072.00
Payment: 5317				
Frontier Communications	BL phone	OCT2019	10/09/2019	57.61
Payment: 5317 Total:				57.61
Payment: 5318				
GLM Landscape Management	Landscape maintenance	SEPT2019	10/09/2019	690.45
Payment: 5318 Total:				690.45
Payment: 5319				
Great Western Alarm and Co	Alarm monitoring service	190902062101	10/09/2019	67.00
Great Western Alarm and Co	Alarm monitoring service	190900640101	10/09/2019	35.00
Great Western Alarm and Co	Alarm monitoring service	190902107101	10/09/2019	67.00
Payment: 5319 Total:				169.00
Payment: 5320				
Home Depot Credit Services D	Operating supplies	SEPT2019	10/09/2019	1,001.61
Payment: 5320 Total:				1,001.61
Payment: 5321				
Iglesias, Mario	Travel and mileage reimburse	SEPT2019B	10/09/2019	147.00
Payment: 5321 Total:				147.00
Payment: 5322				
Mettler-Toledo, LLC	Calibration and maintenance -	654770201	10/09/2019	595.82
Payment: 5322 Total:				595.82
Payment: 5323				
Miner's Ace Hardware	Supplies	SEPT2019	10/09/2019	1,215.82
Payment: 5323 Total:				1,215.82
Payment: 5324				
Newton Geo-Hydrology Cons	Litigation support through 09-	SEPT2019	10/09/2019	2,493.28
Payment: 5324 Total:				2,493.28
Payment: 5325				
Nu-Tech Pest Management	Pest control	0145826	10/09/2019	75.00
Payment: 5325 Total:				75.00
Payment: 5326				
Office Depot	Office supplies	379509416001	10/09/2019	105.08
Office Depot	Office supplies	3802	10/09/2019	179.05
Payment: 5326 Total:				284.13
Payment: 5327				
PG&E	Electricity	SEPT2019	10/09/2019	59,820.83
Payment: 5327 Total:				59,820.83
Payment: 5328				
PMC Engineering LLC	Cable and sink weight	101850	10/09/2019	2,916.78
Payment: 5328 Total:				2,916.78
Payment: 5329				
Pollard Water	Dechlorination tablets	0149310	10/09/2019	2,299.39
Payment: 5329 Total:				2,299.39
Payment: 5330				
Praxair Distribution, Inc.	CO2 cylinder rental	91957898	10/09/2019	50.76
Payment: 5330 Total:				50.76

Item D-1 Warrants OCTOBER 9, 2019

Payment Dates: 10/09/2019 - 10/09/2019

Vendor Name	Description (Payable)	Payable Number	Payment Date	Amount
Payment: 5331				
R. Baker, Inc.	Replacement of blowoff and v	92419	10/09/2019	8,900.00
Payment 5331 Total:				8,900.00
Payment: 5332				
Rodriguez, Rigo	Uniform - Boot reimbursemen	SEPT2019	10/09/2019	165.00
Payment 5332 Total:				165.00
Payment: 5333				
Rogers, Anderson, Malody & S	Progress filling for FY18-19 au	61750	10/09/2019	19,000.00
Payment 5333 Total:				19,000.00
Payment: 5334				
Santa Maria Sun, LLC	Conservation ads	303434	10/09/2019	396.00
Santa Maria Sun, LLC	Conservation ads	303755	10/09/2019	396.00
Payment 5334 Total:				792.00
Payment: 5335				
SGS Guadalupe	CAN-17	780130293	10/09/2019	796.34
Payment 5335 Total:				796.34
Payment: 5336				
SoCalGas	Heat - shop/office	SEPT2019B	10/09/2019	17.67
Payment 5336 Total:				17.67
Payment: 5337				
Streator Pipe & Supply	Sandcloth, PTFE, Rectorseal ta	S1495680.001	10/09/2019	104.36
Payment 5337 Total:				104.36
Payment: 5338				
Terminix Commercial	Pest control	389808866	10/09/2019	54.00
Payment 5338 Total:				54.00
Payment: 5339				
United Rentals	Water truck rental	165510172-009	10/09/2019	2,612.30
Payment 5339 Total:				2,612.30
Payment: 5340				
UPS Store #6031	Package handling	11422	10/09/2019	11.19
Payment 5340 Total:				11.19
Payment: 5341				
US Bank National Association	Operating supplies	SEPT2019G	10/09/2019	364.43
US Bank National Association	Fuel	SEPT2019F	10/09/2019	100.00
US Bank National Association	Travel and meals	SEPT2019B	10/09/2019	650.47
US Bank National Association	Storage unit	SEPT2019D	10/09/2019	190.50
US Bank National Association	CSDA, SLO chapter meeting	SEPT2019C	10/09/2019	120.00
US Bank National Association	Board meeting supplies	SEPT2019A	10/09/2019	36.95
US Bank National Association	CWEA membership renewal -	SEPT2019E	10/09/2019	192.00
Payment 5341 Total:				1,654.35
Payment: 5342				
USA Bluebook	CHEMKEYS	021295	10/09/2019	633.79
USA Bluebook	CHEMKEYS	022806	10/09/2019	3,472.07
USA Bluebook	CHEMKEYS	013199	10/09/2019	418.78
USA Bluebook	Maintenance kit for CL17, rea	008746	10/09/2019	6,950.31
USA Bluebook	Stenner tubes, ammonia reag	011706	10/09/2019	573.91
USA Bluebook	CHEMKEYS	013048	10/09/2019	986.70
Payment 5342 Total:				13,035.56
Payment: 5343				
Verizon Wireless	Cell service	9838689764	10/09/2019	636.65
Payment 5343 Total:				636.65
Payment: 5344				
Wallace Group	FOG program	49149	10/09/2019	293.70
Payment 5344 Total:				293.70

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: OCTOBER 9, 2019

AGENDA ITEM
D-2
OCTOBER 4, 2019

**APPROVE SEPTEMBER 25, 2019
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. September 25, 2019 draft Regular Board Meeting Minutes

OCTOBER 9, 2019

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community since 1965

DRAFT REGULAR MINUTES

SEPTEMBER 25, 2019 AT 9:00 A.M.

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

BOARD of DIRECTORS

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

PRINCIPAL STAFF

MARIO IGLESIAS, GENERAL MANAGER
LISA BOGNUDA, FINANCE DIRECTOR
WHITNEY MCDONALD, GENERAL COUNSEL
PETER SEVCIK, DIRECTOR OF ENG. & OPS.

Mission Statement:

Provide our customers with reliable, quality, and cost-effective services now and in the future.

A. CALL TO ORDER AND FLAG SALUTE

President Eby called the Regular Meeting of September 25, 2019, to order at 9:00 a.m. and led the flag salute.

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

At Roll Call, Bob Blair absent, all other Board Members were present.

Commander Michael Manuele of the San Luis Obispo County Sheriff's Office provided a summary of Calls for Service and Reports written for the month of August for South County known as Beat 7.

C. PRESENTATIONS AND REPORTS

C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT AND COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES AND SEMINARS.

Receive Announcements and Reports from Directors

Director Woodson

- *September 23, attended SCAC meeting.*
- *September 18, attended SLOCOG – CTAC*

Director Gaddis

- *September 17, attended Board Officers' meeting.*
- *September 23, attended DWR Prop.1 Workshop, Salinas*

Director Eby

- *September 17, attended Blacklake/NCSD Ad Hoc Comm.*
- *September 17, attended LAFCO Board Meeting*
- *September 17, attended Board Officers' meeting.*
- *October 5, upcoming Annual Native Gardens Drought Tolerant Plant Sale*

Director Armstrong

- *Nothing to Report*

C-2) 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.

SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
DRAFT REGULAR MEETING
MINUTES**

Upon the motion of Director Armstrong and seconded, the Board unanimously approved receiving and filing presentations and reports.

Vote 4-0-1

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

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

D-1) WARRANTS [RECOMMEND APPROVAL]

D-2) APPROVE SEPTEMBER 11, 2019, REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVE MINUTES]

D-3) ACCEPT OFFER OF WATER AND SEWER IMPROVEMENTS, EASEMENTS, AND DEED RESTRICTIONS AND AUTHORIZE CASH BOND AGREEMENT FOR TRACT 2558 [RECOMMEND ADOPT RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS, EASEMENTS, AND DEED RESTRICTIONS AND AUTHORIZE GENERAL MANAGER TO EXECUTE CASH BOND AGREEMENT].

There were no public comments.

Upon the motion of Director Woodson and seconded by Director Armstrong, the Board unanimously approved the Consent Agenda.

Vote 4-0-1.

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

RESOLUTION NO. 2019-1527
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING TRACT 2558 EASEMENTS, DEED RESTRICTIONS,
WATER IMPROVEMENTS, AND SEWER IMPROVEMENTS

E. ADMINISTRATIVE ITEMS

No Administrative Items

F. GENERAL MANAGER'S REPORT

Mario Iglesias, General Manager, presented the item and answered questions from the Board.

SUBJECT TO BOARD APPROVAL

There were no public comments.

G. COMMITTEE REPORTS

President Eby announced the upcoming Blacklake/NCSD Oversight Ad Hoc Committee is to meet on Friday, September 27, 2019.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

None

I. CLOSED SESSION ANNOUNCEMENTS

- 1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMVWCD V. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND A LITIGATION PURSUANT TO GC §54956.9 ALL CONSOLIDATED CASES)
- 2. CONFERENCE WITH LEGAL COUNSEL RE: Significant exposure to litigation pursuant to Government Code §54956.9, (d)(2) – Number of Potential Cases: 1

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no public comments.

The Board took a 5 minute break.

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 9:40 a.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

Jim Markman, District Legal Counsel, announced that the Board discussed Item 1 and 2 in Closed Session and took no reportable action.

ADJOURN MEETING

President Eby adjourned the meeting at 10:04 a.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	0 hour 40 minutes
Closed Session	0 hour 24 minutes
TOTAL HOURS	1 hour 4 minutes

Respectfully submitted,

Mario Iglesias, General Manager and Secretary to the Board Date

SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: OCTOBER 4, 2019

AGENDA ITEM

E-1

OCTOBER 9, 2019

**ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS
RELATING TO THE PROPOSED BLACKLAKE SEWER
ASSESSMENT DISTRICT FORMATION AND TO ALLOW
FOR REIMBURSEMENT OF EXPENDITURES MADE PRIOR
TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS, AND
AUTHORIZE EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT WITH WILLDAN FINANCIAL SERVICES, INC.**

ITEM

Adopt resolutions to initiate proceedings relating to the proposed Blacklake Sewer Assessment District formation and to allow for the reimbursement of expenditures made prior to issuance of tax-exempt obligations and authorize General Manager to execute a Professional Services Agreement with Willdan Financial Services, Inc. [RECOMMEND ADOPT RESOLUTIONS AND AUTHORIZE GENERAL MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT]

BACKGROUND

The Nipomo Community Services District ("District") has been in an ongoing effort working with the Blacklake community to study and refine an understanding of a proposed regionalization plan that combines the Blacklake Wastewater Treatment Plant ("Blacklake WWTP") and the Southland Wastewater Treatment Plant ("Town WWTP").

The District has completed numerous reports and studies including the 2017 Blacklake Sewer Master Plan Report, 2018 Rate Consolidation Study, and 2019 Blacklake Engineering Cost Study, to develop a depth of understanding to support the community decision, for or against, regionalizing the two sewer systems.

On October 1, 2019, the Blacklake Master Association ("BLMA") unanimously voted in favor of initiating the proceedings to create an assessment district to fund certain public capital facilities to its wastewater system for the purpose of combining the Town and Blacklake sewer systems. District staff is proposing to enter into a Professional Services Agreement ("Agreement") with Willdan Financial Services, Inc., to engage an Assessment District Engineer [Attachment A]. Attachment B is the resolution appointing Dave Hunt of Willdan Financial Services, Inc., as the Assessment Engineer responsible for preparing and filing an Engineer's Report for the Board's review and consideration in accordance with the law.

Attachment C is a resolution allowing the District to place costs incurred prior to forming the assessment district into the tax-exempt obligations ("Bonds"). These two resolution do not commit the District or the BLMA community to actions other than to hire an Assessment Engineer and to create a means to place costs into an accounting system that, should the community vote in favor of forming an assessment district, those costs could be included in the Bonds. The District will provide the BLMA and its community with the Engineer's Report upon its completion.

A vote of the community must occur to form an assessment district. With the completion of the Engineer's Report and the summation found in previous studies and reports, residents of Blacklake will have all the necessary and available data to make an informed decision regarding the formation of an assessment district. If the Blacklake community finds it beneficial to advance the assessment district effort to a vote of the people, then District staff will return to your Honorable Board seeking your approval to take the next steps for funding the public improvements.

FISCAL IMPACT

Funds supporting the Assessment Engineer's cost (not to exceed \$27,000) will be drawn from the Blacklake Sewer Enterprise reserves. Staff time to support the establishment and management of the assessment district reimbursement account are included in the FY 2019-20 Budget.

STRATEGIC PLAN

Goal 2. FACILITIES THAT ARE RELIABLE, ENVIRONMENTALLY SENSIBLE AND EFFICIENT. Plan, provide for and maintain District facilities and other physical assets to achieve reliable, environmentally sensible, and efficient District operations.

- A.2 Develop a pathway to complete needed upgrades and replacements for the Blacklake wastewater treatment plant.
- B.1 NCSD shall maintain long-range infrastructure management, upgrade and replacement planning.
- B.2 Manage both collection systems with the objective of zero spills and zero permit violations from all regulatory oversight agencies and to ensure the long-term preservation of assets.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the General Manager to execute a Professional Services Agreement with Willdan Financial Services, Inc., adopt a resolution initiating proceedings in connection with the proposed Blacklake Assessment District, and adopt a resolution to allow for the reimbursement of expenditures made prior to the issuance of tax-exempt bonds or other financing obligations.

ATTACHMENT

- A. Professional Services Agreement – Willdan Financial Services, Inc.
- B. Resolution 2019-XXXX, Initiate Proceedings in Connection with a Blacklake Proposed Assessment District
- C. Resolution 2019-XXXX, Allowance for the Reimbursement of Expenditures made Prior to the Issuance of Obligations in Connection with a Blacklake Proposed Assessment District

OCTOBER 9, 2019

ITEM E-1

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

(Assessment District Engineer Services - Blacklake Sewer)

This Professional Services Agreement ("Agreement"), is made and effective as of October __, 2019, between the Nipomo Community Services District ("District"), a California special district, and Willdan Financial Services, Inc., a California corporation ("Consultant"). Individually and collectively, District and Consultant are referenced herein as "Party" or "Parties," respectively. In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Scope of Work"). Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and the schedule of performance, and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically stated herein.

3. PERFORMANCE

Consultant represents that it has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Consultant shall perform all such services in the manner and according to the standards observed by professionals experienced in providing the services identified in Exhibit A. All documents and services of whatsoever nature that Consultant delivers to District pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing services identified in Exhibit A. Consultant shall promptly correct or revise any errors or omissions in its performance of the services identified in Exhibit A at District's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

4. DISTRICT MANAGEMENT

District's General Manager ("General Manager") shall represent District in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant but not including the authority to enlarge the Scope of Work or to change the compensation due to Consultant except as provided in Section 5 hereof.

5. PAYMENT

- A. The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the Scope of Work. This amount shall not exceed twenty-seven thousand dollars (\$27,000) ("Not-To-Exceed Amount") for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District. The General Manager may approve additional work not to exceed an additional ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the District Board of Directors. In order for District to increase the Not-To-Exceed Amount, Consultant must timely, and prior to sixty percent (60%) completion of the Scope of Work, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit B. The District, in its sole discretion, may deny in part or in whole a request to increase the Not to Exceed Amount, modify the Scope of Work, or modify the schedule for completion of the Scope of Work. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the General Manager and Consultant at the time District's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Consultant's fees it shall give written notice to Consultant within forty-five (45) days of receipt of the invoice that includes the disputed fees.
- D. Payment of an invoice by District shall not constitute acceptance of defective performance, and District's failure to discover or object to any

unsatisfactory services, performance, or billing prior to payment will not constitute a waiver of District's right to require Consultant to correct such work or billings or to seek any other legal remedy.

- E. District may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect District from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or sub-consultants; or (5) Consultant's failure to adhere to the schedule of performance or to achieve sufficient progress with the Scope of Work such that Consultant is unlikely to achieve timely completion.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by providing written notice to Consultant at least ten (10) days prior to the effective date of the suspension or termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement, the remainder of this Agreement shall remain in full force and effect.
- B. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section 6, the Consultant will submit an invoice to the District pursuant to Section 5.

7. DEFAULT OF CONSULTANT

- A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In addition, if Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the schedule referenced in Exhibit A, or is adjudicated bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Scope of Work, or otherwise fails to perform fully any and all of the Agreements or terms herein contained, Consultant shall be in default.
- B. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

- C. If the General Manager or his/her designee determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time or, if appropriate as determined by District, fails to present the District with a written plan for the cure of the default, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

8. DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring,

copying, and/or printing computer files. Consultant hereby grants to District all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

- C. Consultant covenants that all data, reports, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by District. District shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the General Manager or unless requested in writing by the District's General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives District notice of such court order or subpoena.
- D. Consultant shall promptly notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct or rewrite the response.
- E. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

9. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents,

employees, or subconsultants in the performance of professional services under this Agreement.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, and any and all of its employees, officials, and agents from and against any liability, claim, suit, action, arbitration proceeding, administrative proceeding, regulatory proceeding, loss, expense, or cost of any kind, whether actual, alleged, or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees, arising out of, a consequence of, or in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant.

C. Duty to defend

In the event the District, its officers, employees, agents, and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the Consultant's performance of the services encompassed by this Agreement that are alleged to be negligent or violate the law, and upon demand by District, Consultant shall have an immediate duty to defend the District at Consultant's cost or at District's option, to reimburse District for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by District is not a condition precedent to enforcement of this obligation. In the event of any dispute between Consultant and District as to whether liability arises from the negligence of the District or its officers, employees, or agents, Consultant will be obligated to pay for District's defense until such time as and to the extent and in the proportion that a final judgment has been entered adjudicating the District as negligent.

D. Survival

The duty to defend and indemnify the District and each of the obligations contained in this Section 9 shall survive termination or expiration of this Agreement.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the District a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State, Federal, and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with all State, Federal, and local laws, ordinances, and regulations now in force or which may hereafter be in force with regard to the services referenced in Exhibit A and with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether District be a party thereto or not, that Consultant has violated any such law shall be conclusive of that fact as between Consultant and District. Any corrections to Consultant's services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense. The District, and its officers and employees, shall not be liable at law or in equity by failure of the Consultant to comply with this Section.

13. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of District will be personally liable to Consultant in the event of any default or breach by District or for any amount that may become due to Consultant.

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of the District in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. NON-DISCRIMINATION

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

16. TAXES

Consultant shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

17. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the General Manager or unless requested by the District's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives District notice of such court order or subpoena.
- B. Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request

("Discovery"), court order, or subpoena from any person or party regarding this Agreement or the work performed hereunder or with respect to any project or property located within the District, unless the District is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the District of such Discovery. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless District is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

18. CONFLICTS OF INTEREST

Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area prior to the completion of the work under this Agreement.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Nipomo Community Services District
 148 South Wilson Street
 Nipomo, CA 93444
 Attention: General Manager

To Consultant: Willdan Financial Services, Inc.
27368 Via Industria, Suite 200
Temecula, CA 92590
Attention: Chris Fisher

20. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide District with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include the same indemnity provision as the one provided herein identifying District as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from District for such insurance.

21. LICENSES AND PERMITS

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and permits required of it by federal, state, or local laws or regulations for the performance of the services described in this Agreement.

22. GOVERNING LAW AND VENUE

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. The venue for any litigation concerning this Agreement shall be in San Luis Obispo County.

23. ATTORNEY'S FEES AND COSTS

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.

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, pertaining to the subject of this Agreement or with

respect to the terms and conditions of this Agreement are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. TIME OF THE ESSENCE

District and Consultant agree that time is of the essence in this Agreement and for each and every term herein.

26. WAIVER AND REMEDIES

Any deviation from, or waiver of, any provision of this Agreement, shall not be deemed a continuing deviation or waiver nor a waiver of any other provision of this Agreement. Any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on the District nor does it waive any rights hereunder. No remedy conferred by and specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

27. SUCCESSORS AND ASSIGNS

All representations, covenants, and warranties set forth in this Agreement by, on behalf of, or for the benefit of any or all of the Parties hereto shall be binding upon and inure to the benefit of such Party, its successors and assigns.

28. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of District's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of District's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or District, unless expressly agreed to in writing.

29. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or

provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. SECTION HEADINGS

The headings of the several sections, and any table of contents or exhibits appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

31. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Parties warrants and represents that he/she has the authority to execute this Agreement on behalf of the respective Party and has the authority to bind the Party to the performance of its obligations hereunder.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts and signatures exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

(Signatures on Following Page)

CONSULTANT

Willdan Financial Services, Inc., a California corporation

By: _____
(Signature)

Chris Fisher _____
Name

Vice President _____
Title

By: _____
(Signature)

Name

Title

NIPOMO COMMUNITY SERVICES DISTRICT
A California special District

Mario Iglesias, General Manager

APPROVED AS TO FORM:

Whitney McDonald, District Counsel

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF WORK

SCOPE OF SERVICES

Assessment Engineering Services

Willdan will provide Assessment Engineering Services to the Nipomo Community Services District (“NCS D”), for the formation of an Assessment District under the provisions of the 1913 Act, to fund infrastructure improvements associated with the Blacklake Sewer District’s merger within an adjacent district. Willdan’s scope of work and fee is outlined in the following sections.

Task 1: Project Kick-off Conference Call

Objective: Identify key personnel involved in the project, establish effective lines of communication, and assist NCS D staff and financing team in establishing a project schedule.

Description: An initial kick-off meeting will be conducted with NCS D staff and consultants to discuss procedures and responsibilities for the project, potential project issues and schedule of events. This meeting will likely include specific discussions of project priorities; political or property owner considerations; overall project timeline; budget information; and availability and access to pertinent documentation, maps and data. These discussions may also touch upon potential policy and legal issues (if any) about which NCS D may be concerned, as well as any specific implementation steps.

Meetings: One (1) project kick-off meeting via conference call.

Deliverables: Based on discussions during this meeting, a timeline (schedule of events) will be prepared and provided to NCS D.

Task 2: Establish Comprehensive District Database

Objective: Establish an electronic database containing each of the affected parcels to be included in the proposed new Assessment District.

Description: Using base electronic parcel information available to Willdan for the project area, we will establish, and update as needed, a district assessment database utilizing available resources, including the County Secured Roll, NCS D data and third-party data. This database will contain each of the benefiting properties for the new district and will incorporate key parcel information and characteristics relevant to the development of the benefit methodology and necessary for implementing the proposed assessments and balloting.

Deliverables: None at this time. Summaries and specific elements of this task will eventually be incorporated into the Engineer’s Report, assessment roll and ballots.

Task 3: Establish Comprehensive Improvement Matrix and Budgets

Objective: Work with NCS D staff to identify and clarify the proposed improvements specifically associated with the project. Based on this improvement matrix, work

with NCSD staff to prepare a comprehensive order of magnitude budget to achieve maximum cost-to-benefit equity for each property and ensure the long-term financial stability and funding of the improvements.

Description: In cooperation with NCSD staff, identify and quantify the specific on-site improvements to be constructed and prepare an appropriate annual debt service and administration schedule. The budgets will be developed in cooperation with NCSD staff utilizing the construction budget contained in the recently completed Blacklake Sewer Master Plan (2017) and guidance from NCSD's financial advisor on estimated interest rates for a bond issuance. The proposed budget prepared during this task should be comprehensive and identify the full long-term cost of providing the improvements, including appropriate reserve funding. In addition, the budget may identify costs considered to be general benefit and available funding from other sources. The goal of this task is to accurately depict the true funding requirements to maintain and service all related improvements and to quantify and separate general benefit and the proportional special benefit to properties within the proposed district.

Meetings: None at this time. It is anticipated that NCSD's assistance and input for this task will be provided through conference calls and e-mails.

Deliverables: None at this time. The resulting budget information along with the method of apportionment developed in Task 4 will be discussed with NCSD staff prior to preparation of the Engineer's Report.

Task 4: Development of Benefit Nexus and Assessments

Objective: Develop appropriate benefit findings (general versus special), district structure (boundaries and/or benefit zones), cost allocation (benefit methodology) and the proposed assessments based on the provisions of the California Constitution and recent case law.

Description: Utilizing the parcel database, improvement matrix and budget developed in prior tasks, Willdan will establish an appropriate methodology for the apportionment of costs. The method of apportioning costs, to the extent possible, will utilize a methodology consistent with the weighted method of apportionment utilized by public agencies for similar assessments and, in compliance with the provisions of the California Constitution and recent court decisions regarding assessments. For these reasons, it is possible that the proposed assessments may not be able to fund 100 percent of the improvements.

Deliverables: None. Any significant funding or apportionment issues that are identified will be discussed with NCSD staff before proceeding with the district formation.

Task 5: Prepare Engineer's Report

Objective: Preparation of a comprehensive Engineer's Report based on findings, recommendations and assessments established with NCSD staff in prior tasks.

Description: Willdan will compile items and data from prior tasks into the preliminary Engineer's Report. Submit the report to NCSD staff for review and comment (additional copies will be provided to the financing team). Upon receipt of all comments and adjustments, Willdan will prepare a final draft of the Engineer's Report to be filed with the designated Superintendent of Streets and the board of

directors. We will attend the NCSD Board of Directors meetings regarding the formation of the District and be available as requested by NCSD staff to provide information and answer questions regarding the district formation process and the Report. The Engineer's Report will include the following components:

- A description of proposed funded public facilities.
- Plans and specifications (or reference to those on file).
- A detailed cost estimate of the proposed facilities, including estimates of bond issuance, other incidental costs, as well as preliminary and final estimates of cost;
- The assessment roll showing Assessor number, parcel identification, and assessment lien;
- The Method of Assessment;
- The assessment diagram;
- The maximum annual administrative add-on assessment;
- A schedule indicating right-of-way to be acquired (if necessary), right-of-way certificate, and Certification of Completion.
- A public property schedule indicating assessed public property in the district (if necessary).

Meetings: Conference call.

Deliverables: A draft Engineer's Report will be provided to NCSD for review and comment prior to submittal to the Board of Directors for approval. Once finalized, we will coordinate the submittal of the report with NCSD staff for presentation to the Board.

Task 6: Assistance with Resolutions & Recordation of Boundary Map

Objective: Review the resolutions for the formation process.

Description: Review draft resolutions prepared by NCSD's general counsel or special counsel for the Intent Meeting and Public Hearing. We will complete our review and submit comments and suggested edits prior to the Board meeting agenda deadline. We anticipate that the following resolutions will be necessary.

Intent Meeting (two [2] resolutions):

- Resolution Initiating Proceeding, and
- Resolution of Intention (preliminarily approves the proposed assessments outlined in the Engineer's Report; sets the Public Hearing date; and calls for mailed ballots).

Please note the adoption of the Resolution Initiating Proceedings, calling for the preparation of the Engineer's Report, may be adopted by the Board at a separate meeting prior to the Intent Meeting. Typically, agencies adopt both the Resolution Initiating Proceedings and the Resolution of Intention at the same Board meeting.

Public Hearing (two [2] resolutions):

- Resolution Declaring Results of the Balloting; and
- Resolution Approving the Formation of the district, adopting the Engineer's Report, confirming the assessment diagram, and ordering the levy and

collection of assessments.

Meetings: At NCSD's request, attend the Board Intent Meeting.

Deliverables: We anticipate a total of four (4) resolutions will be required for Board action and approval. If deemed necessary, the Resolution approving the Engineer's Report may be drafted separately rather than being incorporated into the Resolution of Intention or Resolution Approving the Formation. We will also ensure the recordation of the Boundary Map within the timeframe prescribed by the Act.

Task 7: Prepare Notices and Ballots

Objective: Prepare the necessary notices for the Public Hearing and the Assessment Ballots in compliance with Proposition 218.

Description: Utilizing our experience with similar projects, Willdan will prepare drafts of the required Notice of Public Hearing and Assessment Ballot that will eventually be mailed to each property owner of record subject to the proposed new assessment. Draft copies of these documents will be sent to NCSD for review and comment prior to finalization of the documents.

While a single notice containing information applicable to all properties will be developed, ballots will be tailored to specifically address the assessments for individual properties and/or property owners (mail-merged documents using the assessment database). We anticipate the text of each document to be contained in a single, double-sided page.

Meetings: None.

Deliverables: Draft notices and ballots (sample documents) will be provided to NCSD for review and comment prior to final versions being printed, processed and mailed. To ensure adequate time to prepare these documents prior to the scheduled Public Hearing, we anticipate having the document format and content finalized with NCSD prior to the Intent Meeting.

Task 8: Print and Mail Notices and Ballots

Objective: Print and mail notices and assessment ballots.

Description: After finalizing the notice and ballots with NCSD staff and upon the Board's adoption of the Resolution of Intention, we will coordinate and facilitate the printing and processing of the notices and ballots for mailing. A return #9 envelope addressed to the Board Secretary will be included for the convenience of the property owner to mail back the assessment ballot.

Our proposed fee includes the estimated expense to print and mail the notices and ballots (including postage), based on a standard layout that includes each piece being printed on a single, double-sided page.

Deliverables: Notices and ballots mailed to property owners of record within the proposed district boundaries. Mailing of the ballots and notices will be completed a minimum of 45 days prior to the Public Hearing date as required by law.

Task 9: Public Hearing and Ballot Tabulation

Objective: Attend the Public Hearing to answer questions and assist the Board Secretary with an independent tabulation of the returned ballots.

Description: At NCSD's request, a Willdan representative can attend the Public Hearing to be available to answer questions and to assist the Board Secretary with an independent final tabulation of the returned ballots. Upon the close of the Public Hearing, the Board Secretary will be directed to open the ballots received, and upon completion of the tally, announce the results. The ballots may be opened and tallied by the Secretary with the assistance of the consultant and must be opened in a public venue.

Meetings: At the direction of NCSD, attend one (1) Board session for the Public Hearing.

Deliverables: Ballot tabulation results.

Task 10: Recording of Documents

Objectives: To record assessment diagram and Notice of Assessment.

Description: Willdan will provide the final Assessment Diagram (in the required format) to the NCSD so that the NCSD may obtain appropriate signatures for filing. This Assessment Diagram along with the Notice of Assessment must then be recorded at the County Recorder's Office. If requested, Willdan will file the signed documents with the County Recorder's Office on behalf of NCSD. However, Willdan shall be reimbursed for the recording fees if not prepaid by the NCSD.

Meetings: None.

Deliverables: Willdan: Assessment diagram.
NCSD: Preparation of the Notice of Assessment and obtaining document signatures and recordation.

Note: The Notice of Assessment that accompanies the Assessment Diagram is typically prepared by Bond Counsel or NCSD's general counsel. Upon request, Willdan will review the Notice of Assessment prepared by counsel and/or prepare an initial draft of the document for review and approval.

Task 11: Mailing of Notice of Confirmed Assessment

Objective: Process and mail the confirmed assessment apportionment and Notice of Assessment. (30-day cash collection period)

Description: The confirmed assessment and Notice of Assessment will be printed, processed and mailed to each property owner of record within the proposed district. This notice will mark the beginning of the 30-day cash collection period and will offer a discounted payoff amount to those property owners wishing to satisfy their assessment obligation in cash prior to bond sale. A certificate confirming the completion of this task will be provided to the NCSD upon request.

Note: The text of the Notice of Assessment to be mailed to the property owners of record is typically prepared by counsel and Willdan utilizes the document template to mail merge the property specific data into the document in the appropriate places. Upon request, Willdan will review the Notice of Assessment prepared by counsel and/or prepare an initial draft of the document for review and approval.

Meetings: None.

Deliverables: Willdan: Process and mail the Notice of Assessment.
NCSD: Obtain the template to be used for the Notice of Assessment.

Task 12: Prepare Paid/Unpaid List

Objective: Coordinate and confirm payoffs, and prepare paid/unpaid assessment list.
Description: At the conclusion of the 30-day cash collection period, recordation of payoffs will be coordinated with the NCSD, the paid/unpaid assessment list will be prepared, and data will be compiled for the final bond documents.
Meetings: None.
Deliverables: Paid/unpaid assessment list.

Task 13: Prepare Official Statement Tables

Objective: Provide information and review documents.
Description: As necessary, Willdan will provide information and review the Preliminary Official Statement. Develop data tables for the Official Statement, including value-to-lien summaries, top owners, development status, and other data that may be required by the financing team for preparation of the Official Statement.
Meetings: None.
Deliverables: Review of preliminary Official Statement/loan documents; development of data tables.

Task 14: Prepare Final Report

Objective: Prepare and file the final Engineer's Report.
Description: A final Engineer's Report will be prepared to reflect both cost savings from the originally estimated amount and parcels whose assessments were paid off during the 30-day cash collection period. The Final Report will be provided to the NCSD to be filed with the County Clerk and Superintendent of Streets.
Meetings: None.
Deliverables: Final Engineer's Report.

Optional Task: Public Outreach and Property Owner Workshop(s)

Objective: Provide the public with information related to the improvements, assessment methodology and benefit formula to help them make informed decisions regarding the proposed new assessments.
Description: At NCSD's request, we will coordinate with NCSD staff to schedule the time and place to conduct the property owner informational meeting(s) and/or workshop(s). A member of the Willdan team will attend and assist NCSD representative(s) with the meeting(s), acting as technical support to answer questions and provide information related to the calculation of the proposed assessment and the balloting process. Generally, an effective communication tool is to conduct property owner workshops prior to the notices and ballots being mailed, but workshops may also be scheduled during the required 45-day period between the mailing of ballots and the Public Hearing.
Meetings: To be determined.

Client Responsibilities

To assist the Willdan Team, NCSD will provide the following information and/or services:

- Detailed listings and descriptions of the improvements to be funded, which needs to be reviewed during our scope of work. Provide (as needed) pertinent budget information, which may include estimated NCSD overhead, and available funding from other sources that can be used to offset costs.
- Various maps or diagrams (either electronically or in hardcopy) of the improvement areas and/or parcels to be included in the districts.
- Prepare all internal memos, staff reports, and other supporting documents necessary for Board agendas.
- Arrange for any required publication notices of Board meetings or Public Hearings in the local newspaper.
- Review the draft reports and resolutions before the final documents are submitted for the Board agenda packets. This review is usually performed by department staff but may include NCSD's legal counsel. Requested changes shall be submitted to Willdan in writing.

Willdan will rely on the validity and accuracy of NCSD's data and documentation to complete our analysis. We will further rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Legal Opinions: In preparing the notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that NCSD's legal counsel review the documents. We will assist your attorney in identifying any pertinent legal issues.

EXHIBIT B

PAYMENT SCHEDULE

FEEES FOR SERVICES

Assessment Engineering Services

Willdan will perform the tasks outlined in Exhibit A for the fixed fee of \$27,000; (\$19,000 for pre-formation work and \$8,000 for post-formation work) plus direct expenditures.

Note:

- Our fee will not be contingent on the outcome of the district formation. In the case that the district is not formed, our fee will be \$19,000.
- The fees identified above do not include direct expenses, such as printing, postage and processing associated with the mailing of the notices and ballots.
- Telephone conference calls are not considered meetings and are not limited by our proposal.
- Additional services, including attendance at more than (2) meetings, may be authorized by NCSD and may require an additional fee.
- We will invoice NCSD monthly based on percent of the task completion.

I. Hourly Rates

Additional authorized services will be billed at WFS' then-current hourly consulting rates. Our current hourly rates are presented below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's defense and indemnification obligations to District, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement. Insurance certificates and endorsements must be approved by General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District

reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the General Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers. Consultant hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that is inconsistent with the requirements of this Agreement and has not been first submitted to District and approved in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Consultant shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

OCTOBER 9, 2019

ITEM E-1

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES
DISTRICT INITIATING PROCEEDINGS AND MAKING CERTAIN DESIGNATIONS IN CONNECTION
WITH A PROPOSED BLACKLAKE ASSESSMENT DISTRICT**

WHEREAS, the Nipomo Community Services District (the "District") desires to undertake proceedings pursuant to the provisions of the "Municipal Improvement Act of 1913," being Division 12 of the California Streets and Highways Code (commencing with Section 10000) (the "Act") and in accordance with Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act (commencing with Section 53750 of the California Government Code) to form an assessment district and levy assessments to pay for certain public capital facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Nipomo Community Services District:

Section 1. The District desires to initiate proceedings pursuant to the Act to form an assessment district and levy assessments to pay for certain public capital facilities to its wastewater system for the purpose of combining the Town and Blacklake sewer systems.

Section 2. In connection with such assessment district proceedings, the Board hereby appoints and designates David Hunt, an engineer registered pursuant to the Professional Engineers Act (Chapter 7, commencing with Section 670, of Division 3 of the Business and Professions Code), as the Assessment Engineer for the proposed assessment district. The Assessment Engineer is hereby ordered to prepare and file an "Engineer's Report" for the Board's review and consideration in accordance with the Act and the laws of the State of California.

Section 3. The Board hereby directs the Assessment Engineer to also prepare the report referenced in Section 2824 of the California Streets and Highways Code.

Section 4. The Board hereby appoints and designates the [Principal Civil Engineer] of the District to perform the duties and functions of the Superintendent of Streets in connection with such proceedings.

Section 5. This resolution shall take effect immediately upon its adoption.

Upon a motion by Director _____, seconded by Director _____, on the following roll call vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

the foregoing resolution is hereby passed and adopted on this ____ day of _____, 2019.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES
DISTRICT INITIATING PROCEEDINGS AND MAKING CERTAIN DESIGNATIONS IN CONNECTION
WITH A PROPOSED BLACKLAKE ASSESSMENT DISTRICT**

ED EBY
President of the Board

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS
Secretary to the Board

WHITNEY G. MCDONALD
District Legal Counsel

OCTOBER 9, 2019

ITEM E-1

ATTACHMENT C

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES
DISTRICT DECLARING ITS INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS FOR
CERTAIN PUBLIC IMPROVEMENTS AND TO ALLOW FOR THE REIMBURSEMENT OF
EXPENDITURES MADE PRIOR TO THE ISSUANCE OF SUCH OBLIGATIONS**

WHEREAS, the Nipomo Community Services District (the "District") desires and intends to finance the acquisition, construction and improvement of certain capital improvements to its sewer wastewater system for the purpose of combining the Town and Blacklake wastewater systems (the "Project"), by the issuance of tax-exempt bonds or other financing obligations (collectively, the "Obligations"); and

WHEREAS, the District expects that certain expenditures relating to the Project will be incurred and paid from other sources of money available to the District prior to the issuance of the Obligations (the "Reimbursable Expenditures"); and

WHEREAS, the District reasonably expects that a portion of the proceeds of the Obligations will be used to reimburse all or a portion of the Reimbursable Expenditures; and

WHEREAS, section 1.150-2 of the Treasury Regulations (the "Treasury Regulations") promulgated under the Internal Revenue Code of 1986, as amended, requires that for an allocation of proceeds of the Obligations to a capital expenditure paid prior to the issuance of the Obligations to be respected by the Internal Revenue Service, the District generally must no later than sixty (60) days following such payment have declared its reasonable official intent to reimburse itself for such payment out of proceeds of the Obligations; and

WHEREAS, the District desires to facilitate the allocation of proceeds of the Obligations to the reimbursement for payment of the Reimbursable Expenditures for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Nipomo Community Services District:

Section 1. This Resolution is adopted for purposes of establishing compliance with the requirements of section 1.150-2 of the Treasury Regulations. This Resolution does not obligate the District to make any expenditure or proceed with the Project or obligate the District to cause the issuance of the Obligations until and unless all other necessary actions and approvals are taken or received in accordance with all applicable laws.

Section 2. The District hereby declares its reasonable official intention to reimburse the applicable Reimbursable Expenditures with respect to the Project from proceeds of Obligations that may hereafter be issued by or on behalf of the District. The maximum principal amount of Obligations expected to be issued for the Project is \$14,500,000. All of the Reimbursable Expenditures covered by this Resolution were or are to be made not earlier than sixty (60) days prior to the adoption hereof, other than certain *de minimis* amounts and preliminary expenditures as described in Treas. Reg. Section 1.150-2(f)(2) that are exempt from the sixty day requirement pursuant to Section 1.150-2 of the Treasury Regulations. The non-exempt Reimbursable Expenditures covered by this Resolution are eligible for reimbursement provided the reimbursement occurs not later than eighteen (18) months after the later of the date the original expenditure is made or the date the property is placed in service; but in no event more than three (3) years after the original expenditure is made.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES
DISTRICT DECLARING ITS INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS FOR
CERTAIN PUBLIC IMPROVEMENTS AND TO ALLOW FOR THE REIMBURSEMENT OF
EXPENDITURES MADE PRIOR TO THE ISSUANCE OF SUCH OBLIGATIONS**

Section 3. All actions heretofore taken by the officers, or their respective designees, and the employees and agents of the District in connection with the financing of the Project are hereby ratified and confirmed. The officers and their designees, the employees and agents of the District are hereby authorized to take any and all actions in connection with the financing of the Project and as may be necessary and consistent with the purposes of this resolution.

Section 4. This resolution shall take effect immediately upon its adoption.

Upon a motion by Director _____, seconded by Director _____, on the following roll call vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

the foregoing resolution is hereby passed and adopted on this ____ day of _____, 2019.

ED EBY
President of the Board

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS
Secretary to the Board

WHITNEY G. MCDONALD
District Legal Counsel