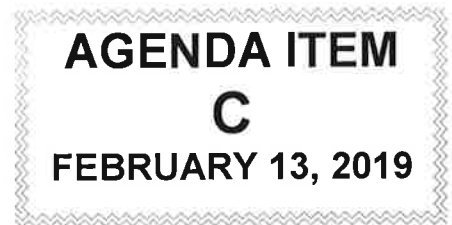


TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER 

DATE: FEBRUARY 8, 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: FEBRUARY 8, 2019

AGENDA ITEM

D

FEBRUARY 13, 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 JANUARY 23, 2019 REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVE MINUTES]
- D-3) INVESTMENT POLICY – FOURTH QUARTER REPORT
[RECOMMEND ACCEPT AND FILE REPORT]
- D-4) ACCEPT SECOND QUARTER FISCAL YEAR 2018-2019 QUARTERLY
FINANCIAL REPORT
[RECOMMEND ACCEPT AND FILE REPORT]
- D-5) REVIEW BOARD BY-LAWS AND POLICIES AND PROPOSE EDITS FOR
CONSIDERATION
[RECOMMEND REVIEW OF BY-LAWS AND DIRECT STAFF TO RETURN WITH
REVISIONS, IF ANY, FOR FUTURE BOARD APPROVAL]

TO: BOARD OF DIRECTOR

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER



FROM: LISA BOGNUDA
FINANCE DIRECTOR



DATE: FEBRUARY 8, 2019

AGENDA ITEM
D-1
FEBRUARY 13, 2019

WARRANTS WILL BE DISTRIBUTED ON TUESDAY, FEBRUARY 12, 2019

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: FEBRUARY 8, 2019



**APPROVE JANUARY 23, 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. January 23, 2019 draft Regular Board Meeting Minutes

FEBRUARY 13, 2019

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

DRAFT REGULAR MINUTES

JANUARY 23, 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: The Nipomo Community Services District's mission is to provide its 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 January 23, 2019, to order at 9:00 a.m. and led the flag salute.

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

Any member of the public may address the Board relating to any matter within the Board's jurisdiction but not on the Board's agenda.

There were no public comments.

President Eby announced that Item E-1 would be next.

E-1) CONDUCT PROTEST HEARING, DETERMINE PROTEST STATUS, AND IF THERE IS NOT A MAJORITY PROTEST CONSIDER ADOPTION OF RESOLUTION INCREASING BLACKLAKE SEWER RATES [RECOMMEND ADOPT RESOLUTION]

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

President Eby opened the Public Hearing.

Jim Wejrowski, Blacklake resident, stated he is a recent property owner at Blacklake and had questions regarding regionalization and the bidding repair projects.

The General Manager offered to meet with Mr. Wejrowski to answer his questions.

President Eby directed Staff to check the drop box for written protests and called for any written protests from the audience be submitted. He also asked if anyone would like to rescind their written protest.

President Eby closed the Public Hearing.

Mario Iglesias, General Manager, announced the District received 6 (six) written protests and a majority protest did not exist.

Upon the motion of Director Gaddis and seconded, unanimously adopted Resolution approving the Blacklake Sewer rates.

Vote 5-0.

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
DRAFT REGULAR MEETING
MINUTES

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

RESOLUTION 2019-1497

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
SETTING SEWER RATES FOR THE BLACKLAKE DIVISION

C. PRESENTATIONS AND REPORTS

President Eby announced that Item C-2 would be next.

- C-2) 2019 FIRST QUARTER ENGINEER'S REPORT – DIRECTOR OF ENGINEERING AND OPERATIONS REPORT ON DISTRICT PROJECTS SYSTEM-WIDE

Peter Sevcik, Director of Engineering and Operations, presented the item and answered questions from the Board.

- C-1) INTRODUCE NEW EMPLOYEE, ELIZABETH VILLANUEVA, ASSISTANT ENGINEER [RECOMMEND RECEIVE AND FILE]

Peter Sevcik, Director of Engineering and Operations, introduced Elizabeth Villanueva, Assistant Engineer, to the Board.

- C-3) 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 Gaddis
January 14, attended Board Officer's meeting

Director Eby
January 14, attended Board Officer's meeting
January 15, attended the Blacklake Management Association meeting
January 17, attended the LAFCO meeting
January 25, will attend the Central Coast Chapter meeting of CSDA

- C-4) 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 Armstrong and seconded, the Board unanimously approved receiving and filing presentations and reports.
Vote 5-0.

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

D. CONSENT AGENDA

D-1) WARRANTS [RECOMMEND APPROVAL]

D-2) APPROVE JANUARY 9, 2019 REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVE MINUTES]

There were no public comments.

*Upon the motion of Director Gaddis and seconded, the Board unanimously approved Consent Agenda.
Vote 5-0.*

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

F. GENERAL MANAGERS REPORT

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

There were no public comments.

G. COMMITTEE REPORTS

None

H. DIRECTORS' REQUEST TO STAFF AND SUPPLEMENTAL REPORTS

President Eby stated an Ad Hoc committee for Blacklake regionalization may be formed. He also requested staff prepare a schedule for moving forward with the exploration of the regionalization.

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION
PURSUANT TO GC §54956.9

a) SMWWCD 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)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Pam Wilson, NCSD customer, requested an update on the status of other active litigation. Whitney McDonald, District Legal Counsel, provided Ms. Wilson with an update.

The Board took a 15 minute recess.

K. ADJOURN TO CLOSED SESSION

Nipomo Community Services District
DRAFT REGULAR MEETING
MINUTES

L. OPEN SESSION
ANNOUNCEMENTS OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

*Whitney McDonald, District Legal Counsel, announced that the Board discussed Item 1(a).
The Board took no reportable action*

ADJOURN

President Eby adjourned the meeting at 10:35 a.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	0 hours 55 minutes
Closed Session	0 hours 40 minutes
TOTAL HOURS	1 hour 35 minutes

Respectfully submitted,

Mario Iglesias, General Manager and Secretary to the Board

Date

TO: BOARD OF DIRECTORS

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER

FROM: LISA BOGNUDA
FINANCE DIRECTOR

DATE: FEBRUARY 8, 2019

**AGENDA ITEM
D-3
FEBRUARY 13, 2019**

INVESTMENT POLICY – FOURTH QUARTER REPORT

ITEM

Review Investment Policy Fourth Quarter Report [RECOMMEND ACCEPT AND FILE REPORT]

BACKGROUND

The District's Investment Policy requires the Finance Officer file a quarterly report that identifies the District's investments and their compliance with the policy. The quarterly report is considered by the Board of Directors and is filed with the District's auditor.

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

INVESTMENT POLICY-FOURTH QUARTER REPORT 12/31/18

Investment	Institution	Amount of Deposit 12/31/18	Rate of Interest as of 12/31/18	Quarterly Interest Earned or Accrued 12/31/18	Amount of Deposit 12/31/17	Rate of Interest as of 12/31/17	Quarterly Interest Earned or Accrued 12/31/17
Public Checking (1)	Rabobank	\$93,270.58	0.00%	\$0.00	\$120,782.58	0.00%	\$0.00
Pooled Money Investment	Local Agency Investment Fund (LAIF)	\$18,898,341.42	2.40%	\$107,271.70	\$15,383,134.21	1.20%	\$46,789.12
Savings-NSWP Funded Replace (2)	Five Star	\$680,213.24	2.22%	\$3,501.19	\$466,513.12	0.20%	\$224.89
Savings-Improvement Bonds(3)	Rabobank	\$29,255.00	0.08%	\$6.02	\$29,251.47	0.08%	\$7.17
Savings-Performance Bonds(3)	Five Star	\$204,331.02	2.22%	\$1,085.49	\$202,094.88	0.20%	\$100.74
Savings-Improvement Bond(3)	Five Star	\$1,168,112.40	2.22%	\$2,512.40	n/a	n/a	n/a

- (1) Analyzed Account
- (2) Nipomo Supplemental Water (NSWP) Funded Replacement Fund
- (3) Held in Trust – to be returned to developer upon completion of project
- n/a Not applicable

RECOMMENDATION

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report and direct staff to file the Report with District Auditor.

ATTACHMENTS

None

TO: BOARD OF DIRECTORS

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER

FROM: LISA BOGNUDA
FINANCE DIRECTOR

DATE: FEBRUARY 8, 2019



**ACCEPT SECOND QUARTER FISCAL YEAR 2018-2019
QUARTERLY FINANCIAL REPORT**

ITEM

Review second quarter Fiscal Year 2018-2019 quarterly financial report [RECOMMEND ACCEPT AND FILE REPORT].

BACKGROUND

As of December 31, 2018, the 2018-2019 Fiscal year is 50% complete. The consolidated operating revenues are 51.4% of budget, operating expenditures are at 47.38% of budget and general and administrative expenditures are at 42.66% of budget.

Attached are the following which provide an overview of the first six months of the fiscal year:

Page 1	Consolidated Statement of Net Position
Page 2-3	Consolidated Statement of Revenues and Expenses
Page 4	Summary of Revenues, Expenses and Cash Balances by Fund
Page 5	Summary of Approved Budget Adjustments
Page 6-7	Graphs for Consolidated Revenues and Expenses
Page 8-10	Graphs for major funds (Water, Town Sewer, and Blacklake Sewer)

STRATEGIC PLAN

Goal 4. FINANCE. Maintain conservative, long-term financial management to minimize rate impacts on customers while meeting program financial needs.

RECOMMENDATION

It is recommended that your Honorable Board accept report and direct Staff to file the quarterly financial report for the second quarter of fiscal year 2018-2019.

ATTACHMENT

A. Pages 1-10 – NCSD Quarterly Financial Report

FEBRUARY 13, 2019

ITEM D-4

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
STATEMENT OF NET POSITION - (Unaudited)
DECEMBER 31, 2018**

ASSETS

Current assets:

Cash and cash equivalents	\$ 18,892,046
Accounts receivable	358,815
Unbilled utilities receivable	1,025,000
Accrued interest receivable	107,009
Due from partner purveyors	168,859
Contracts receivable, current portion	101,819
Total current assets	<u>20,653,548</u>

Noncurrent assets:

Restricted cash-NSWP funded replacement	680,213
Cash with fiscal agent and held in Trust	2,009,843
Deposits and other assets	371,795
Contracts receivable, less current portion	6,632,598
Net OPEB asset	0
Capital assets:	
Capital assets, net of depreciation	<u>65,517,998</u>
Total noncurrent assets	<u>75,212,447</u>

 Total assets 95,865,995 (A)

Deferred Outflows of Resources

OPEB related	87,370
Pension related	763,644
Total deferred outflows of resources	<u>851,014</u> (B)

LIABILITIES

Current liabilities:

Accounts payable	572,874
Deposits	1,477,871
Accrued Liabilities	494,645
Current portion of long-term debt	242,049
Total current liabilities	<u>2,787,439</u>

Noncurrent liabilities:

Net OPEB liability	648,238
Net pension liability	1,686,681
Long-term debt, less current portion	20,042,180
Total noncurrent liabilities	<u>22,377,099</u>

 Total liabilities 25,164,538 (C)

Deferred Inflows of Resources

OPEB related	40,084
Pension related	57,871
Total deferred inflows of resources	<u>97,955</u> (D)

NET POSITION

Net investment in capital assets	44,662,685
Restricted for system expansion, replacement and debt service	12,079,117
Unrestricted	<u>14,712,714</u>

 Total net position \$ 71,454,516

(A)+(B)-(C)-(D)

**NIPOMO COMMUNITY SERVICES DISTRICT
STATEMENT OF REVENUES AND EXPENSES - (Unaudited)
FOR THE SIX MONTHS ENDED DECEMBER 31, 2018**

	<u>YEAR-TO- DATE</u>	<u>BUDGET</u>	<u>% OF BUDGET</u>
<u>OPERATING REVENUES</u>			
Water fixed charges	\$ 567,400	1,162,000	48.83%
Water usage charges	2,299,131	4,380,000	52.49%
Sewer charges	1,278,332	2,547,000	50.19%
Miscellaneous fees and charges	116,043	151,900	76.39%
Street light and landscape maintenance charges	23,541	40,030	58.81%
Franchise fees	26,558	62,000	42.84%
NSWP - collections from purveyors for water purchased	278,366	480,058	57.99%
NSWP - collections from purveyors for related expenses	32,538	56,332	57.76%
NSWP - collections for funded replacement	103,433	206,865	50.00%
Operating transfers in - Funded Administration	209,576	482,760	43.41%
Operating transfers in - Funded Replacement	579,000	1,158,000	50.00%
Total Operating Revenues	<u>5,513,918</u>	<u>10,726,945</u>	<u>51.40%</u>
<u>OPERATING EXPENSES - OPERATIONS AND MAINTENANCE</u>			
Wages and benefits	661,963	1,646,100	40.21%
Purchased water -NCS D share	557,067	961,000	57.97%
Purchased water-purveyors	278,366	480,058	57.99%
Operating costs, admin and funded replacement-NCS D share	120,198	262,000	45.88%
Electricity	308,779	618,700	49.91%
Water	3,516	4,950	71.03%
Chemicals	35,249	81,000	43.52%
Lab tests	47,998	105,500	45.50%
Operating supplies	89,640	210,000	42.69%
Outside services	91,058	249,500	36.50%
Permits and operating fees	33,434	49,500	67.54%
Repairs and maintenance	84,415	248,500	33.97%
Engineering	7,590	28,000	27.11%
Fuel	19,263	33,000	58.37%
Meters	36,840	50,000	73.68%
Safety program	1,055	7,900	13.35%
Uniforms	7,895	18,000	43.86%
Landscape maintance district	2,430	8,000	30.38%
Solid waste program	286	7,500	3.81%
Conservation program	7,885	50,000	15.77%
Operating transfer out - Funded Replacement	579,000	1,158,000	50.00%
Subtotal - Operating Expenses (Operations and Maintenance)	<u>2,973,927</u>	<u>6,277,208</u>	<u>47.38%</u>

continued on next page

**NIPOMO COMMUNITY SERVICES DISTRICT
STATEMENT OF REVENUES AND EXPENSES - (Unaudited)
FOR THE SIX MONTHS ENDED DECEMBER 31, 2018**

	<u>YEAR-TO- DATE</u>	<u>BUDGET</u>	<u>% OF BUDGET</u>
<u>OPERATING EXPENSES - GENERAL AND ADMINISTRATIVE</u>			
Wages and benefits	367,416	889,050	41.33%
Outside services	8,350	17,575	47.51%
Bank charges and fees	4,887	10,300	47.45%
Computer expense	60,984	121,000	50.40%
Dues and subscriptions	41,552	47,865	86.81%
Education and training	2,491	16,000	15.57%
Elections	0	10,000	0.00%
Liability insurance	49,380	85,000	58.09%
Landscape and janitorial	7,801	15,000	52.01%
Legal counsel-general	39,776	127,500	31.20%
Legal counsel-water	23,244	75,000	30.99%
Professional services	98,086	234,050	41.91%
Miscellaneous	1,651	7,000	23.59%
Newsletters and mailers	1,073	10,000	10.73%
Office supplies	9,426	17,000	55.45%
Postage	10,299	25,700	40.07%
Public notices	3,495	8,300	42.11%
Repairs and maintenance	9,205	28,550	32.24%
Property taxes	1,346	1,400	96.14%
Telephone	4,304	8,500	50.64%
Travel and mileage	5,729	13,500	42.44%
Utilities	8,650	19,500	44.36%
Operating transfer out - Funded Administration	209,575	482,760	43.41%
Subtotal - Operating Expenses (General and Administrative)	968,720	2,270,550	42.66%
 Total Operating Expenses	 3,942,647	 8,547,758	 46.12%
 Total Operating Surplus (Deficit)	 1,571,271	 2,179,187	 72.10%
<u>NON-OPERATING INCOME (EXPENSES)</u>			
Interest income	317,255	384,565	82.50%
Property tax revenue	408,977	654,400	62.50%
Cell site revenue	20,806	41,000	50.75%
Other revenue - purveyors	53,044	521,238	10.18%
Capacity Charges collected	1,160,396	0	0.00%
Interest expense	(420,376)	(851,116)	49.39%
Total non-operating revenues (expenses)	1,540,102	750,087	
 Total Operating and Non-operating Surplus (Deficit)	 \$ 3,111,373	 2,929,274	

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF REVENUES AND EXPENSES BY FUND
SIX MONTHS ENDING DECEMBER 31, 2018

FUND	FUND #	YTD REVENUES	YTD EXPENSES	SUBTOTAL	FUNDED REPLACEMENT	TRANSFERS B/W FUNDS	YTD SUPRLUS/ (DEFICIT)
Administration	110	222,378	(222,378)	0	0	0	0
Water	125	3,002,797	(2,107,638)	895,159	(297,500)	0	597,659
Water Rate Stabilization	128	4,493	0	4,493	0	0	4,493
Town Sewer	130	1,055,753	(736,519)	319,234	(197,500)	0	121,734
Town Sewer Rate Stabilization	135	3,379	0	3,379	0	0	3,379
Blacklake Sewer	150	252,214	(186,936)	65,278	(84,000)	0	(18,722)
Blacklake Sewer Rate Stabilization	155	562	0	562	0	0	562
Blacklake Street Lighting	200	16,754	(14,412)	2,342	0	0	2,342
Street Landscape Maintenance	250	7,092	(3,563)	3,529	0	0	3,529
Solid Waste	300	29,409	(6,146)	23,263	0	0	23,263
Drainage Maintenance	400	11,751	0	11,751	0	(46,600)	(34,849)
Supplemental Water Capacity Fees	500	651,753	(192,872)	458,881	0	413,325	872,206
Property Taxes	600	401,060	(54,839)	346,221	0	(366,725)	(20,504)
Water Capacity Fees	700	142,969	0	142,969	0	0	142,969
Town Sewer Capacity Fees	710	573,355	0	573,355	0	0	573,355
Funded Replacement-Water	805	42,964	0	42,964	297,500	0	340,464
Funded Replacement-Town Sewer	810	45,979	0	45,979	197,500	0	243,479
Funded Replacement-BL Sewer	830	10,078	0	10,078	84,000	0	94,078
NSWP Operations & Maintenance	910	933,092	(880,912)	52,180	0	0	52,180
NSWP Funded Replacement	915	109,756	0	109,756	0	0	109,756
TOTAL		7,517,588	(4,406,215)	3,111,373	0	0	3,111,373

CASH BALANCE OF EACH FUND

FUND	FUND #	CASH BALANCE 12/31/2018
Administration	110	1,231,179
Water	125	2,340,215
Water Rate Stabilization	128	414,863
Town Sewer	130	890,288
Town Sewer Rate Stabilization	135	311,960
Blacklake Sewer	150	186,276
Blacklake Sewer Rate Stabilization	155	51,858
Blacklake Street Lighting	200	21,357
Street Landscape Maintenance	250	14,931
Solid Waste	300	278,139
Drainage Maintenance	400	48,805
Supplemental Water	500	2,785,269
Property Taxes	600	238,340
Water Capacity Fees	700	1,840,523
Town Sewer Capacity Fees	710	947,205
Funded Replacement-Water	805	4,107,301
Funded Replacement-Town Sewer	810	4,220,224
Funded Replacement-BL Sewer	830	969,506
NSWP	910	3,650
NSWP-Funded Replacement	915	680,213
Restricted		(680,213)
Funds Held by Trustee		(2,009,843)
TOTAL		18,892,046

NOTE:

BALANCE SHEETS AND STATEMENTS OF REVENUES AND EXPENSES FOR EACH FUND ARE AVAILABLE FOR REVIEW UPON REQUEST

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF APPROVED BUDGET AMENDMENTS
FISCAL YEAR JUNE 30, 2019

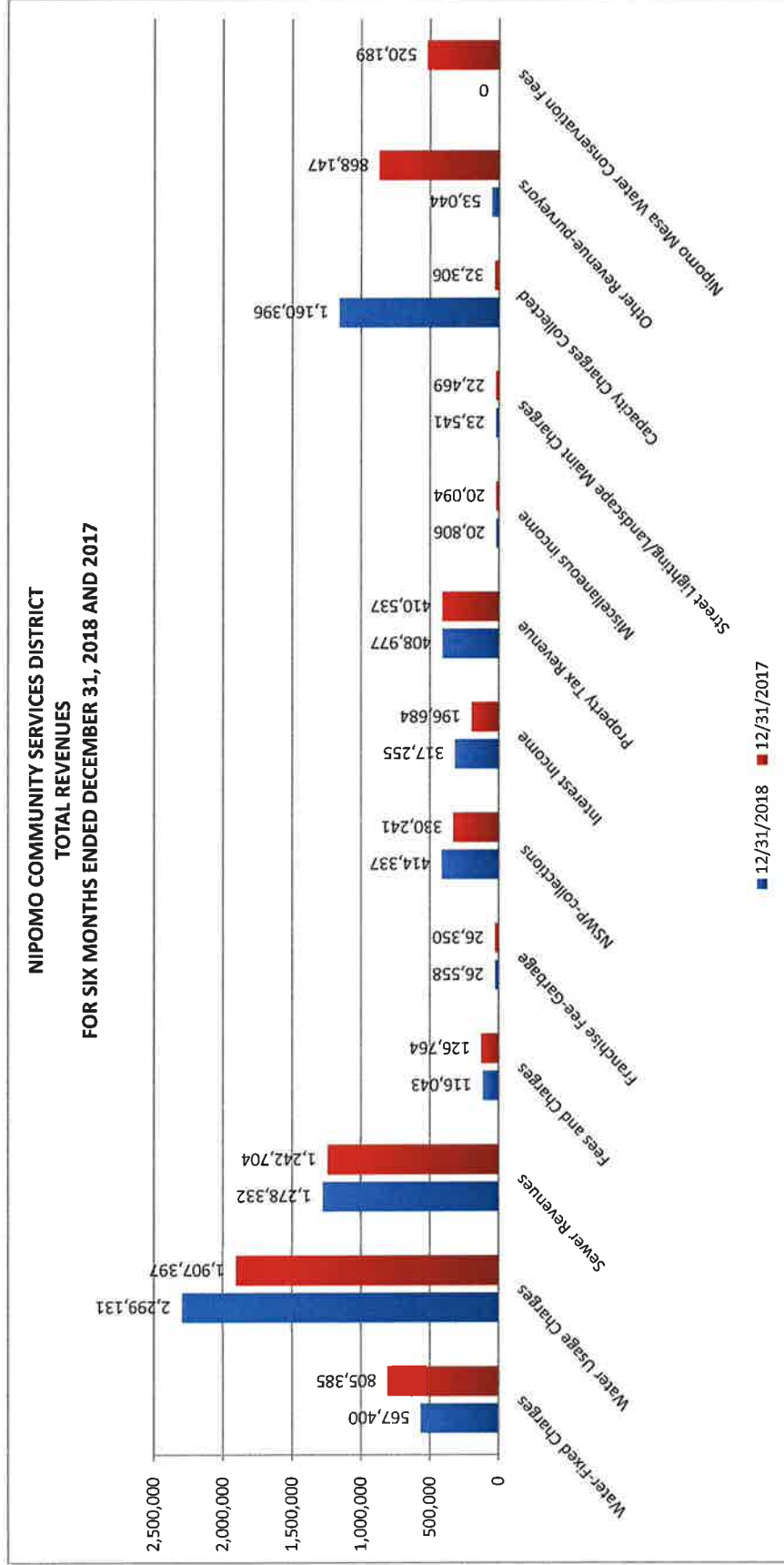
FIRST QUARTER ENDING SEPTEMBER 30, 2018

DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
9/12/2018	Engineering services for supplemental water project	500	\$0	\$63,599	\$63,599

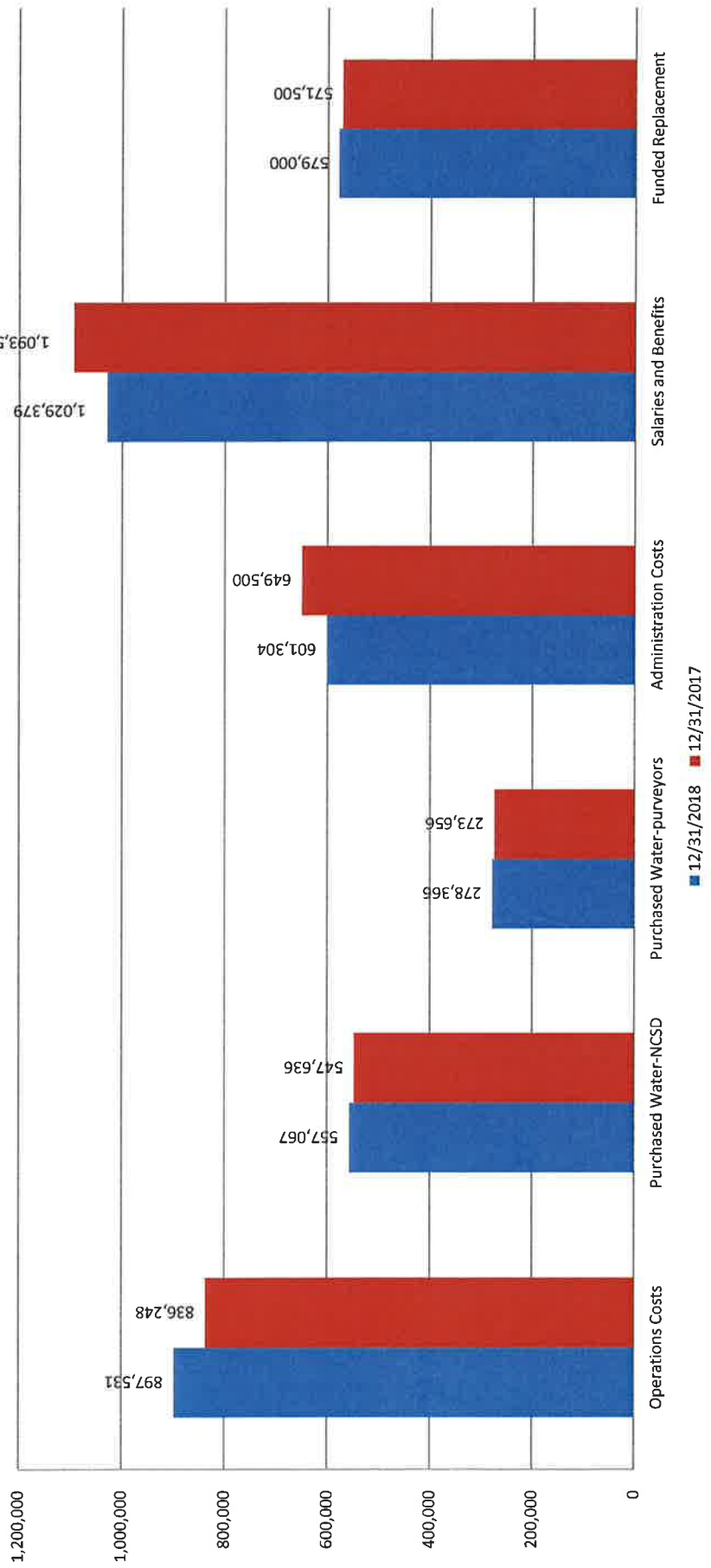
SECOND QUARTER ENDING DECEMBER 31, 2018

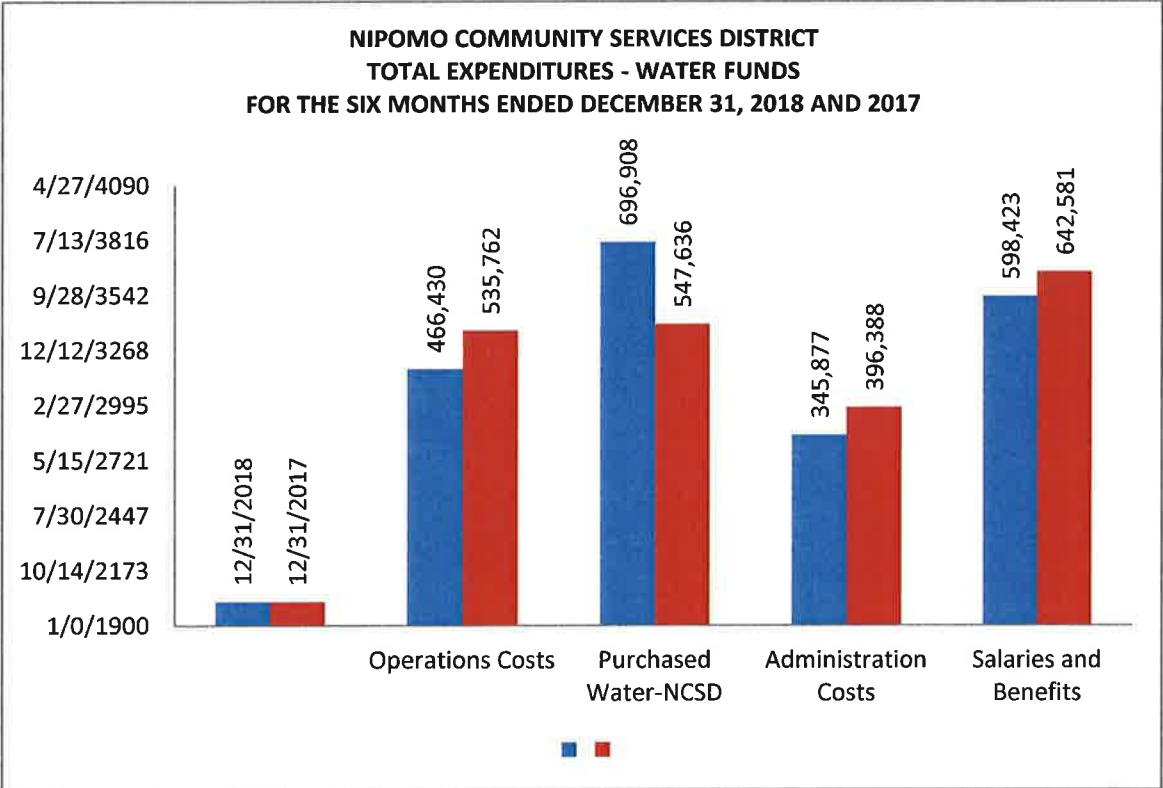
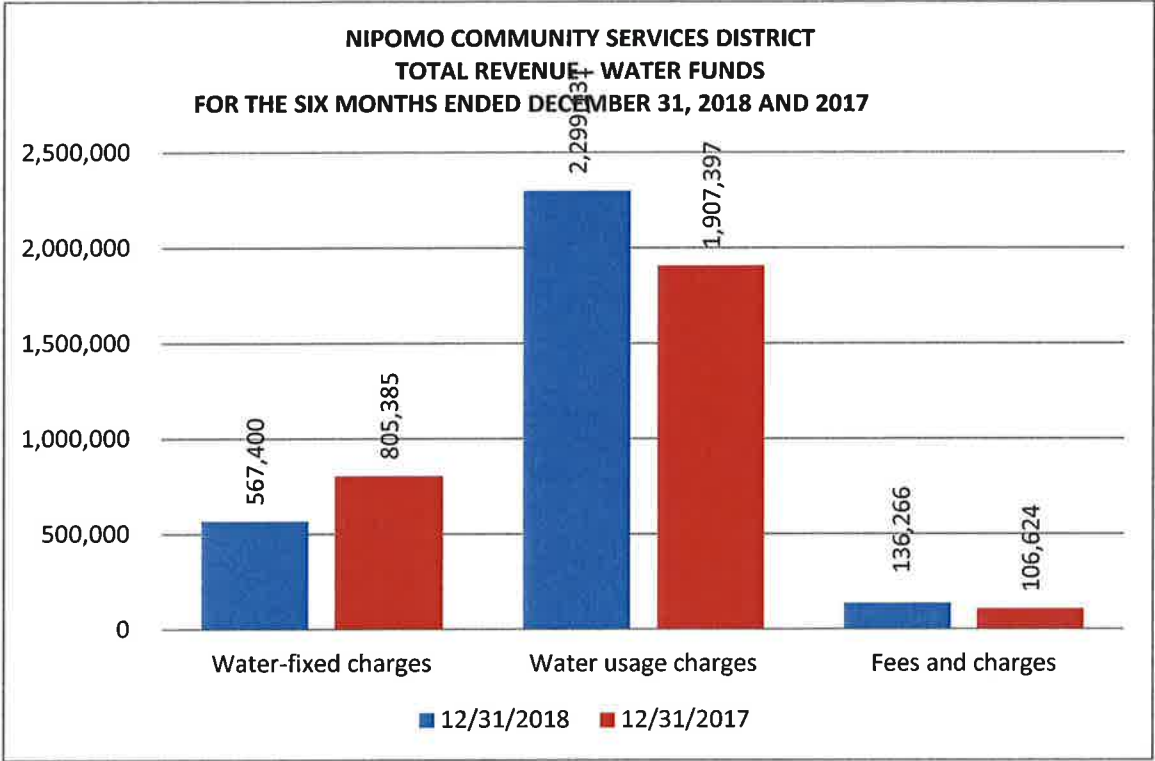
DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
10/10/2018	Sludge Drying Bed Cover Project and defer Storage Building project	710	\$150,000	(\$100,000)	\$50,000
		130	\$0	\$100,000	\$100,000
11/28/2018	Sludge Drying Bed Cover Project and defer Storage Building project	710	\$50,000	(\$43,000)	\$7,000
		130	\$100,000	\$43,000	\$143,000

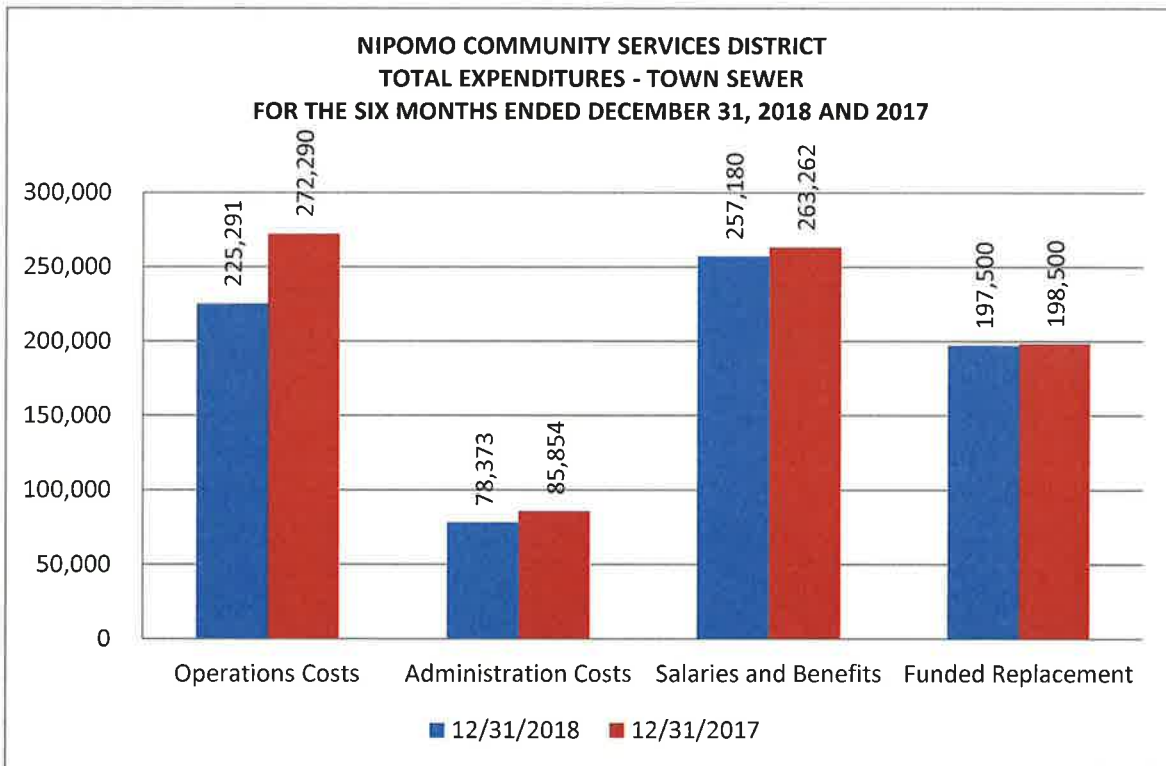
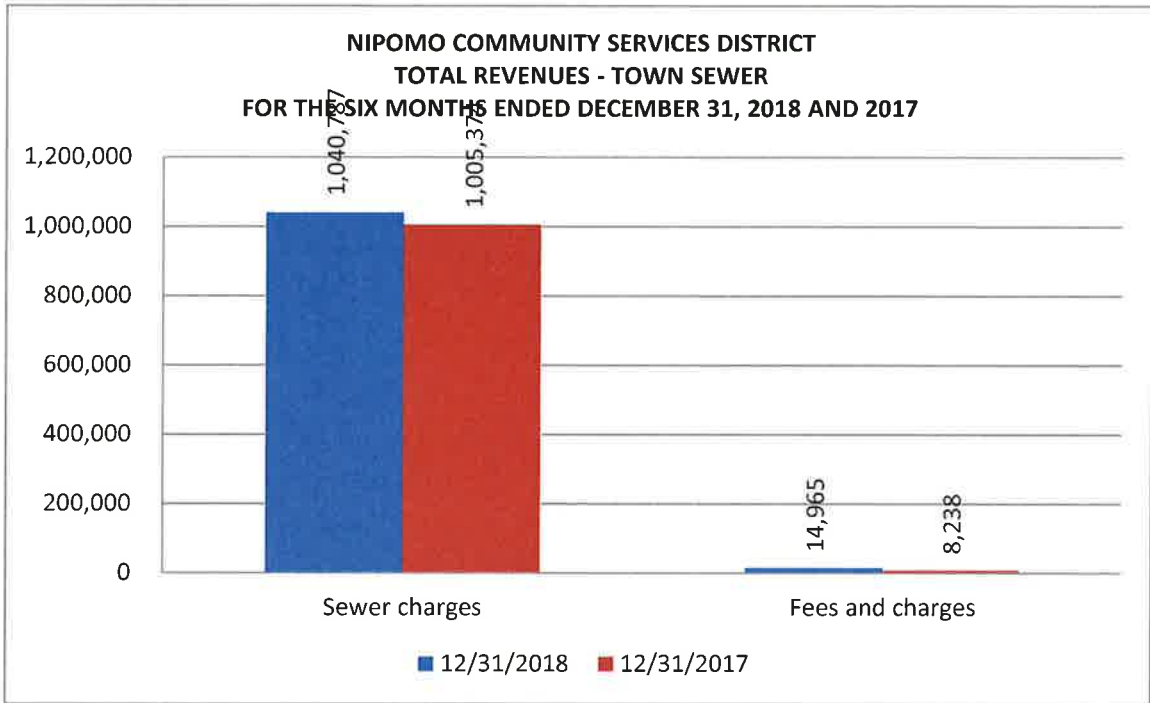
**NIPOMO COMMUNITY SERVICES DISTRICT
TOTAL REVENUES
FOR SIX MONTHS ENDED DECEMBER 31, 2018 AND 2017**

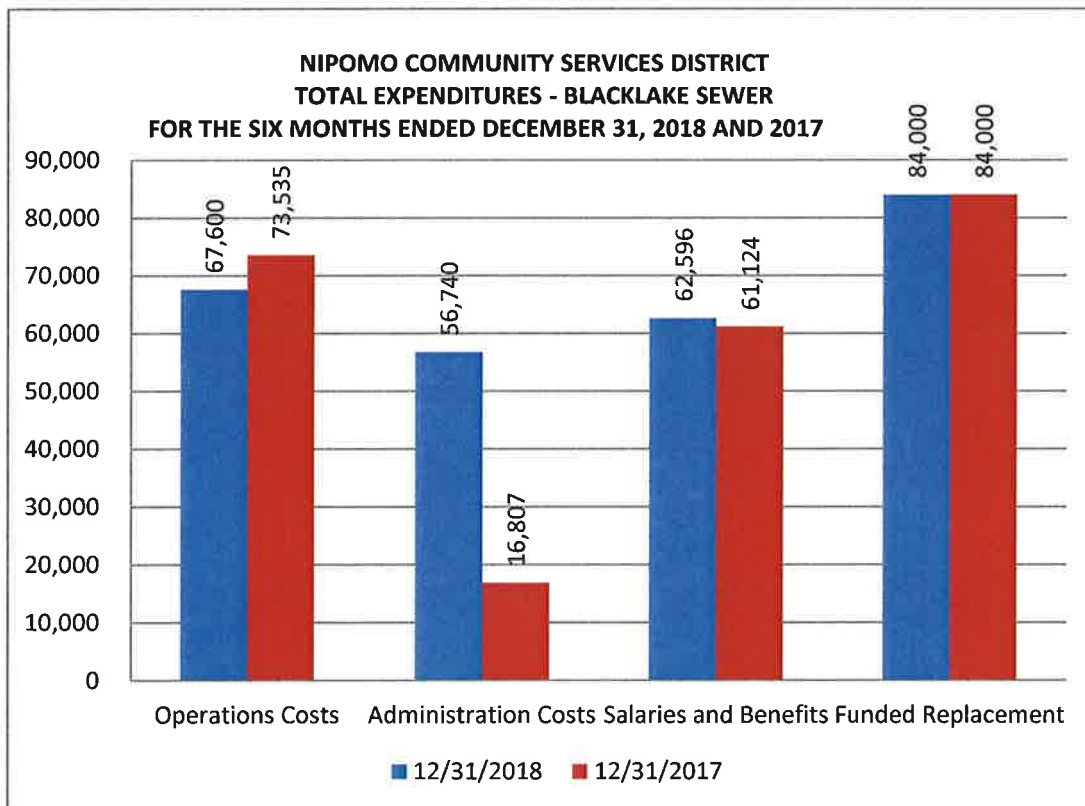
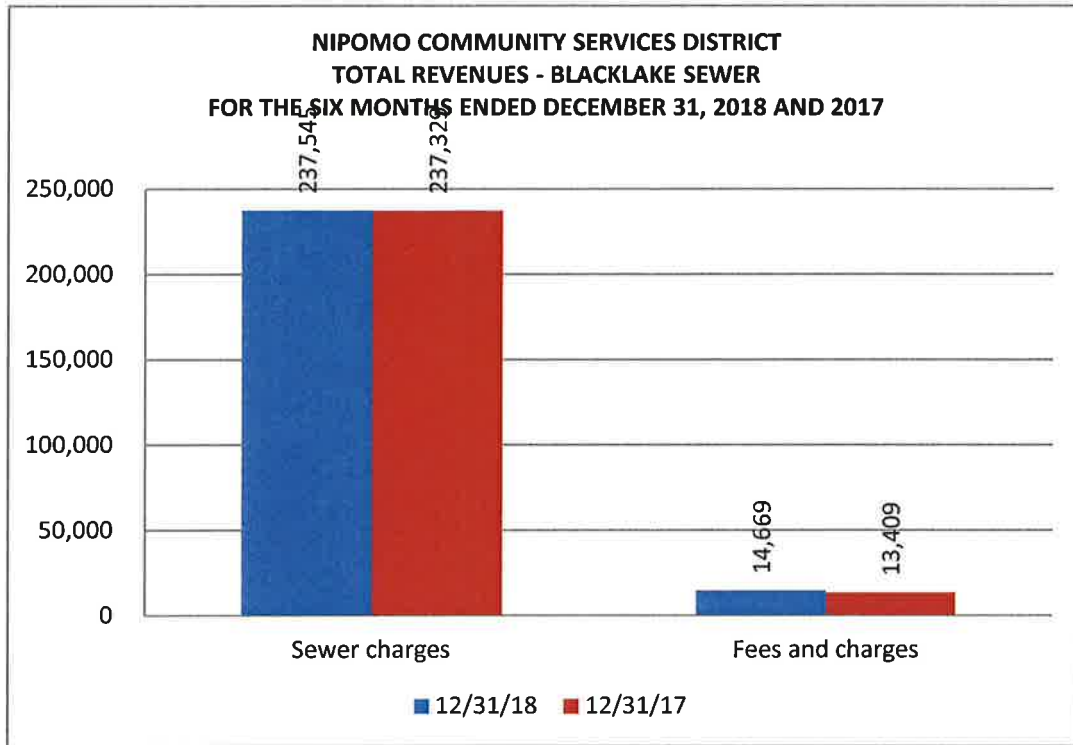


**NIPOMO COMMUNITY SERVICES DISTRICT
TOTAL EXPENDITURES
FOR THE SIX MONTHS ENDED DECEMBER 31, 2018 AND 2017**









TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: FEBRUARY 8, 2019

AGENDA ITEM
D-5
FEBRUARY 13, 2019

**REVIEW BOARD BY-LAWS AND POLICIES
AND PROPOSE EDITS FOR CONSIDERATION**

ITEM

Review Board By-Laws and Policies and propose edits for consideration [RECOMMEND REVIEW OF BY-LAWS AND DIRECT STAFF TO RETURN WITH REVISIONS, IF ANY, FOR FUTURE BOARD APPROVAL]

BACKGROUND

Pursuant to Section 16 of the Board By-Laws, the Board By-Laws Policy shall be reviewed annually. The review shall be provided by District Counsel and ratified by Board action.

Attached are the current Board By-Laws for your review and consideration. District Counsel has reviewed the Board By-Laws and is not recommending any revisions at this time. However, your Board may make recommendations for any desired changes during the discussion of this item.

FISCAL IMPACT

Funds for staff time to support the Board's direction to revise By-Laws, if any, are included in the FY 2018-19 Budget.

STRATEGIC PLAN

Goal 6 – GOVERNANCE AND ADMINISTRATION – Conduct District activities in an efficient, equitable and cost-effective manner.

RECOMMENDATION

Staff recommends that your Honorable Board review the By-laws and policies. If edits are proposed, direct Staff to place consideration of edits on the Agenda for the next Regular Board Meeting. If no edits are recommended, the By-laws should be placed on the next Consent Agenda for adoption by resolution.

ATTACHMENT

- A. Resolution 2019-XXXX, 2018 Board By-laws

FEBRUARY 13, 2019

ITEM D-5

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

1. OFFICERS OF THE BOARD OF DIRECTORS

- 1.1 The officers of the Board of Directors are President and Vice President.
- 1.2 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/She shall have the same rights as the other Directors of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining Directors present shall select one of themselves to act as chairperson of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the last meeting of each calendar year.
- 1.5 The term of office for the President and Vice President of the Board shall commence on January 1 of the year immediately following their election.

2. MEETINGS

- 2.1 Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the Board Room at the District Office located at 148 South Wilson, Nipomo, CA. The Board of Directors reserves the right to cancel and/or designate other dates, places, and times for Director Meetings due to scheduling conflicts and holidays.
- 2.2 Special Meetings.

Special meetings may be called by the President or three (3) Directors with a minimum of twenty-four (24) hours public notice. Special meeting agenda shall be prepared and distributed pursuant to the procedures of the Brown Act by the General Manager or the Assistant General Manager in consultation with the President or, in his or her absence, the Vice President or those Directors calling the meeting.
- 2.3 Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.
- 2.4 No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:
 - (a) Directors may briefly respond to statements or questions from the public;

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- (b) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting;
 - (c) The Board may take action to direct the General Manager to place a matter on a future agenda;
 - (d) Directors may make brief announcements or make a brief report on his/her own activities under the Director Comment portion of the Agenda.
- 2.5 The President, or in his/her absence the Vice President, shall be the presiding officer at District Board meetings. He/She shall conduct all meetings in a manner consistent with the policies of the District. He/She shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/She shall vote on all questions, and on roll call votes his/her name shall be called last.
- 2.6 Three (3) Directors of the Board shall constitute a quorum for the transaction of District business. When a quorum is lacking for a regular, adjourned, or special meeting, the President, Vice President, or any Director shall adjourn such meeting; or, if no Director is present, the District Secretary shall adjourn the meeting.
- 2.7 Except as otherwise specifically provided by law, a majority vote of the total membership of the Board of Directors is required for the Board of Directors to take action.
- 2.8 A roll call vote shall be taken upon the passage of all ordinances and resolutions, and shall be entered in the minutes of the Board, showing those Directors voting aye, those voting no, those temporarily absent because of a conflict of interest, and absent. A roll call vote shall be taken and recorded on any motion not passed unanimously by the Board. Silence shall be recorded as an affirmative vote.
- 2.10 Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without disruptive noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.11 All recording devices, including but not limited to , audio or video recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated in plain public view and from behind the public speaker's podium. The President retains the discretion to alter these guidelines, including the authority to require that all audio or video recorders, still and/or motion picture cameras be located in the back of the room.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

3. AGENDAS

- 3.1. The General Manager, in cooperation with the Board President, shall prepare the agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request an item to be placed on the regular meeting agenda no later than 4:30 p.m. twelve calendar days prior to the meeting date. Such a request must be also submitted in writing either at the time of communication with the General Manager or delivered to the office within the next working day.
- 3.2 The following applies to reconsideration of prior Board actions.
- (a) After the passage of 9 months from the effective date of the motion, resolution, or ordinance, the matter may be placed on the agenda pursuant to Section 3.1, above, or other provisions of the Brown Act.
 - (b) Prior to the passage of 9 months, any member of the Board of Directors or the General Manager may request the Board of Directors, by motion, to agree to reconsider a prior Board action at a subsequent meeting of the Board.
 - (c) The President of the Board of Directors, upon a determination that there is a need to take immediate action, may place an item on the agenda for reconsideration.
- 3.3 Comments on agendized items should be held until the appropriate item is called.
- 3.4 Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda". These items shall be approved, adopted, and accepted, etc. by one motion of the Board of Directors; for example, approval of Minutes, approval of Warrants, various Resolutions accepting developer improvements, minor budgetary items, status reports, and routine District operations.
- (a) Directors may request that any item listed under "Consent Agenda" be removed from the "Consent Agenda", and the Board will then take action separately on that item. Members of the public will be given an opportunity to comment on the "Consent Agenda"; however, only a member of the Board of Directors can remove an item from the "Consent Agenda". Items which are removed ("pulled") by Directors of the Board for discussion will typically be heard after other "Consent Agenda" items are approved unless the President chooses an earlier or later time.
 - (b) A Director may ask questions on any item on the "Consent Agenda". When a Director has a minor question for clarification concerning a consent item which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

the rest of the "Consent Agenda". Directors are encouraged to seek clarifications prior to the meeting if possible.

- (c) When a Director wishes to consider/"pull" an item simply to register a dissenting vote, an abstention or conflict of interest, the Director shall inform the presiding officer that he/she wishes to register a dissenting vote, an abstention or conflict of interest, on a particular item without discussion. The item will be handled along with the rest of the Consent Agenda, and the District Secretary shall register a "no" vote, an abstention or conflict of interest, in the minutes on the item identified by the Director.

4. PREPARATION OF MINUTES AND MAINTENANCE OF RECORDINGS

- 4.1 The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads.
- 4.2 The minutes of the Board of Directors shall record the aye and no votes taken by the members of the Board of Directors for the passage or denial of all ordinances, resolutions, or motions.
- 4.3 The District Secretary shall be required to make a record only of such business as was actually considered by a vote of the Board and, except as provided in Sections 4.4 and 4.6 below, shall not be required to record any remarks of Directors or any other person.
- 4.4 The District Secretary shall attempt to record the names and general place of residence of persons addressing the Board during general public comment.
- 4.5 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed. In addition, the minutes shall include the names of speakers who provided public comment on each agenda item and a summary of the Directors' reports. Materials submitted with such comments shall be appended to the minutes at the request of the General Manager, District Counsel, the Board President, or any Director.
- 4.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- 4.7 Any recording of a District meeting made for whatever purpose at the direction of the District shall be subject to inspection pursuant to the California Public Records Act. Consistent with Government Code Section 54953.5(b), the District will maintain the recordings for a 30-day period after the recording. During the 30-day period, the District will provide, without charge, the necessary equipment for inspection of said recordings at the District Office during regular business hours. In addition to the 30-day requirement, the District will maintain the recordings- in accordance with its current Records Retention Policy

5. DIRECTORS

- 5.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors. Directors are encouraged to seek clarification prior to the meeting, if possible.
- 5.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole.
- 5.3 Information may be requested from staff before meetings, within such limitations as required by the Brown Act. Information that is requested shall be distributed through the General Manager, and all Directors will receive a copy of all information being distributed.
- 5.4 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 5.5 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disrespectful to others.
- 5.6 Pursuant to §54952.2 of the Brown Act:
- (a) Except during an open and public meeting, a majority of the Board of Directors shall not use a series of communications of any kind, directly or thru intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter of the District.
 - (b) Subsection (a) above shall not be construed as preventing District management staff from engaging in separate conversations or communications with members of the District Board of Directors in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the District, provided that District Staff does not communicate to members of the Board of Directors the comments or positions of any other member or members of the Board of Directors.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

5.7 Directors shall not be prohibited by action of the Board of Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on an issue.

6. AUTHORITY OF DIRECTORS

6.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, a Director has no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure.

6.2 Directors do not represent any fractional segment of the District but are, rather, a part of the body which represents and acts for the District as a whole.

6.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

7. AUTHORITY OF THE GENERAL MANAGER

Pursuant to Government Code §61051, the General Manager shall be responsible for the following:

7.1 The implementation of the policies established by the Board of Directors for the operation of the District;

7.2 The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors;

7.3 The supervision of the District's facilities and services;

7.4 The supervision of the District's finances.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

8. DIRECTOR GUIDELINES

- 8.1 Directors, by making a request to the General Manager or Assistant General Manager, shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the General Manager or the Assistant General Manager cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, workloads, and priorities, then the General Manager or Assistant General Manager shall inform the individual Director why the information is not or cannot be made available.
- 8.2 In handling complaints from residents or property owners within the District, or other members of the public, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager for processing and the District's response, if any.
- 8.3 Directors, when seeking clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, should refer said concerns directly to the General Manager.
- 8.4 When approached by District personnel concerning a specific District policy, Directors should direct inquiries to the General Manager or Assistant General Manager. The chain of command should be followed. If a Director concludes that a personnel issue is not being adequately addressed in this manner, he/she should refer it to the Board's personnel committee for further consideration, in accordance with District Personnel Policy.
- 8.5 Directors and General Manager should develop a working relationship so that current issues, concerns, and District projects can be discussed comfortably and openly.
- 8.6 When responding to constituent requests and concerns, Directors should respond to individuals in a positive manner and route their questions to the General Manager, or in his/her absence, to the Assistant General Manager.
- 8.7 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

9. DIRECTOR COMPENSATION

- 9.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular adjourned or special meeting of the Board of Directors attended by him/her.
- 9.2 Each Director appointed to a committee is authorized to receive one hundred dollars (\$100) as compensation for each public meeting of a standing committee attended by him/her.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- 9.3 Each Director appointed to an ad hoc committee is authorized to receive seventy-five dollars (\$75.00) as compensation for each ad hoc committee meeting attended by him/her.
- 9.4 In no event shall Director compensation exceed \$100 per day.
- 9.5 Director compensation shall not exceed six full days in any one calendar month.

10. DIRECTOR REIMBURSEMENT

10.1 Subject to the following rules and budgetary limitations, each Director is entitled to reimbursement for their actual and necessary expenses (including the cost of programs and seminars), for his/her attendance at programs, conferences, and seminars that are related to District functions and/or Director development.

- (a) It is the policy of the District to exercise prudence with respect to hotel/motel accommodations. It is also the policy of the District for Directors and staff to stay at the main hotel/motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible.

If lodging is in connection with a conference or organized education activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board of Directors at the time of booking. If the group rate is not available, the Director shall use lodging that is comparable with the group rate. Personal phone calls, room service, and other discretionary expenditures are not reimbursable.

- (b) Members of the Board of Directors shall use government and group rates offered by a provider of transportation for travel when available. Directors, using his/her private vehicle on District business, shall be compensated at the prevailing IRS per diem mileage rate.
- (c) Any Director traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments, and tips. The amount set for per diem shall be considered fair reimbursement. The per diem shall include \$10.00 for breakfast, \$15.00 for lunch and \$30.00 for dinner, for a daily total of \$55.00.
- (d) All travel and other expenses for District business, conferences, or seminars outside of the State of California shall require

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

separate Board authorization, with specific accountability as to how the District shall benefit by such expenditure.

- 10.2 All expenses that do not fall within the reimbursement policy set forth in 10.1, above, shall be approved by the Board of Directors, at a public meeting, before the expense is incurred.
- 10.3 Board members shall submit an expense report on the District form within thirty (30) calendar days after incurring the expense. The expense report shall be accompanied by receipts documenting each expense. Expense reports for mileage, as referenced in Section 10.1(b), shall be submitted no later than the end of each quarter (March, June, September, and December).
- 10.4 Members of the Board of Directors shall provide brief reports on the program, conferences, and seminars attended at the expense of the District at the next regular meeting of the Board of Directors.

11. TRAINING

11.1 Ethics Training

- (a) Pursuant to sections 53234 et seq. of the Government Code, all Directors and designated District personnel shall receive at least 2 hours of ethics training every two years.
- (b) Each newly elected Board Member and designated District personnel shall receive ethics training no later than one year from the first day of service with the District and thereafter shall receive ethics training at least once every two years.

11.2 Harassment Prevention Training

Board members, the General Manager, and supervisors that are designated in the Districts conflict of interest code, shall receive harassment prevention training in accordance with the law.

12. COMMITTEES

12.1 Ad Hoc Committees

The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

12.2 Standing Committees

- (a) The Board may create standing committees at its discretion. The Board President shall propose and the Board of Directors shall approve standing committee membership.

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

- (b) Standing committees shall be advisory committees to the Board of Directors and shall not commit the District to any policy, act or expenditure. Each standing committee may consider District-related issues, on a continuing basis, assigned to it by the Board of Directors. Members of the standing committees shall be appointed by the Board of Directors.
- (c) All standing committee meetings shall be conducted as public meetings in accordance with the Brown Act and Sections 2, 3 and 4 of these By-Laws. Summary notes for each meeting of each committee shall be forwarded to the NCS D Board of Directors as a public record.

13. CORRESPONDENCE DISTRIBUTION POLICY

Time permitting, the following letters and other documents shall be accumulated and delivered to the Board of Directors by Monday of each week and/or with agenda packet.

- 13.1 All letters approved by the Board of Directors and/or signed by the President on behalf of the District, and
- 13.2 All letters and other documents received by the District that are of District-wide concern, as determined by District staff.

14. CONFLICTS AND RELATED POLICY

State laws are in place which attempt to eliminate any action by a Director or the District which may reflect a conflict of interest. The purpose of such laws and regulations is to insure that all actions are taken in the public interest. Laws which regulate conflicts are very complicated. The following provides a brief policy summary of various conflict related laws. Directors are encouraged to consult with District Legal Counsel and/or the FPPC at 1-800-ASK-FPPC (1-800-275-3772), prior to the day of the meeting, if they have questions about a particular agenda item.

14.1 Conflict of Interest

Each Director is encouraged to review the District Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic interest of the official, and the effect is distinguishable from the effect on the public generally. FPPC regulations related to interests in real property provide that, if the real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by a decision, that interest is now deemed to be directly involved in the decision.

14.2 Interest in Contracts, Government Code Section 1090

NIPOMO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTOR
BOARD BY-LAWS AND POLICIES
EXHIBIT "A"

The prohibitions of Government Code Section 1090 provide that the Board of Directors may not contract with any business in which another Director has a financial interest.

14.3 Incompatible Office, Government Code Section 1099

The basic rule is that public policy requires that when the duties of two offices are repugnant or overlap so that their exercise may require contradictory or inconsistent action, to the detriment to the other public interest, their discharge by one person is incompatible with that interest. When a Director is sworn in for such a second office, he/she is simultaneously terminated from holding the first office.

15. CONTINUING EDUCATION

Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Subject to budgetary constraints, there is no limit to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

16. BOARD BY-LAWS REVIEW POLICY

Subject to 3.1 the Board By-Laws and Policies shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action.

17. RESTRICTIONS ON BY-LAWS

The rules contained herein shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal laws.

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER



AGENDA ITEM
E-1
FEBRUARY 13, 2019

DATE: FEBRUARY 6, 2019

**CONSIDERATION OF INTEGRATED WASTE MANAGEMENT
AUTHORITY HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE
LEASE AGREEMENT**

ITEM

Review and consider Integrated Waste Management Authority (IWMA) proposed Household Hazardous Waste collection renewal agreement to maintain a community Household Hazardous Waste facility at the Nipomo Community Services District's ("District") Operations Center located at 509 Southland Street, Nipomo. [RECOMMEND REVIEW PROPOSED AGREEMENT AND DIRECT STAFF].

BACKGROUND

The District and IWMA entered into a Household Hazardous Waste Agreement dated November 7, 2001 ("Original Agreement"), whereby IWMA leased the Household Hazardous Waste ("HHW") Collection Site from the District, subject to certain terms and conditions, for a period of ten (10) years. The Original Agreement further provided that IWMA, if not in default of the terms of the Original Agreement, would have an option to extend the term for an additional period of ten (10) years from the original expiration date. There is no record that IWMA exercised this option, however, it has remained at the HHW collection site as a holdover tenant since the expiration of the Original Agreement.

IWMA has provided for your Honorable Board's review and consideration, an Affirmation and Restatement of the Household Hazardous Waste Agreement ("Restatement of Agreement"). The Restatement of Agreement is intended to extend the Original Agreement to November 7, 2021, as contemplated under Section B.1. of the Original Agreement. It is unclear, however, whether the language contained in the Restatement of Agreement would have the effect of providing the IWMA with an additional ten (10) year option to extend the term of the lease, possibly allowing the Original Agreement to extend through the year 2031.

District staff have identified several improvements and/or refinements that would be beneficial to the operations of the HHW collection site and District operations. These improvements and refinements include:

- IWMA should provide the District with an annual update that identifies regular and emergency contact information.
- IWMA should improve the site to include a concrete pad for the trash container located outside the collection site's fenced enclosure.
- IWMA should replace slats in the existing fence around the facility to screen the interior of the site.
- A commitment by IWMA to remove graffiti within a reasonable amount of time.

If so directed by your Board, District staff would like to discuss these items with IWMA management. In addition, the District's Legal Counsel has reviewed the Original Agreement and suggests that a new agreement could be drafted to address these items and update the form of the agreement to clarify the applicable term of the lease and other contractual provisions.

STRATEGIC PLAN

Goal 8. ADDITIONAL COMMUNITY SERVICES. Staff should focus on meeting the goals and objectives of existing services. Adding new services will be considered on a case-by-case basis and entered into only if funding can be found and existing services are not harmed.

A.1 SOLID WASTE. Seek to maximize solid waste services for community and build understanding of services like hazardous waste, recycling, etc. and District's role.

RECOMMENDATION

It is recommended that your Honorable Board not approve the Restatement of Agreement submitted by IWMA, but instead direct staff to negotiate with IWMA for improvements to the agreement and the site and to draft a new agreement.

ATTACHMENT

- A. Original Household Hazardous Waste Agreement [Executed]
- B. Affirmation and Restatement of the Household Hazardous Waste Agreement

FEBRUARY 13, 2019

ITEM E-1

ATTACHMENT A

RESOLUTION 2001-796

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING HAZARDOUS WASTE COLLECTION AGREEMENT WITH
INTEGRATED WASTE MANAGEMENT AUTHORITY

WHEREAS, the District recognizes the need to have a hazardous waste collection site in the Nipomo area, and

WHEREAS, the Integrated Waste Management Authority (IWMA) has made a proposal to establish a site next to the District yard, and

WHEREAS, staff and the Board of Directors have reviewed the proposal and agreement from IWMA to provide this service

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Nipomo Community Services District, San Luis Obispo County, California, as follows:

1. That the agreement with Integrated Waste Management Authority (IWMA) to establish a hazardous waste collection site in Nipomo is approved.
2. That the President of the Board is instructed to execute the agreement on behalf of the District.

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

AYES: Directors Mobraaten, Blair, Trotter, Wirsing and Winn
NOES: None
ABSENT: None
ABSTAIN: None

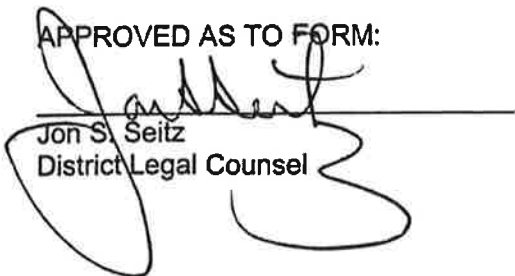
the foregoing Resolution is hereby adopted this 7th day of November, 2001.


Robert L. Blair, President
Nipomo Community Services District

ATTEST:


Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:


Jon S. Seitz
District Legal Counsel

HOUSEHOLD HAZARDOUS WASTE AGREEMENT

BETWEEN IWMA AND NCSD

This Agreement is made and entered into between the San Luis Obispo County Integrated Waste Management Authority, hereinafter called "IWMA", and Nipomo Community Services District, hereinafter referred to as "Owner."

RECITALS

WHEREAS, the IWMA desires to lease from Owner, a portion of land at the Owner's facility located at 509 Southland Street and described on "Exhibit 1", which is attached and made a part of this Agreement, for the purposes of constructing a permanent household hazardous waste (HHW) collection facility; and

WHEREAS, The Owner will make its premises available for such use by the IWMA, subject to the terms and conditions of the Agreement; and

WHEREAS, the IWMA and the Owner desire to provide a HHW collection facility (herein "Collection Facility") to provide for the convenient and proper management of household hazardous waste. The Collection Facility is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference ("Site Plan").

NOW, THEREFORE, the parties do mutually agree as follows:

A. RESPONSIBILITIES OF THE IWMA

1. The IWMA, at its sole cost, shall design and construct a concrete pad for placement of a HHW collection facility in accordance with the Site Plan
2. The IWMA shall provide and place at the designated HHW Collection Facility location modular structures to be used by IWMA for the acceptance and storage of HHW pursuant to the Agreement. The structures shall meet or exceed applicable fire and hazardous materials storage requirements. IWMA will also provide a roll-off box for trash located at the Collection Facility.
3. The IWMA shall provide all personnel, storage and handling equipment necessary for the storage of HHW collected by the IWMA and adequate materials for packing the same.
4. The IWMA shall be responsible for collecting HHW from the public.
5. The IWMA shall be responsible for packing the drums for shipment. The IWMA will also label and manifest the drums.
6. The IWMA shall contract with a licensed hazardous waste hauler to remove and dispose of all HHW collected by IWMA on a regular basis, at least annually.
7. The IWMA shall be responsible for obtaining all necessary permits for the construction and operation of the HHW Collection Facility.
8. The IWMA shall be responsible for complying with all County, State and Federal ordinances, regulations and statutes now in force and effect or which may hereinafter be in force with regards to the use and operation of the Collection Facility.
9. The IWMA shall train personnel prior to initiation of collection services, and as necessary thereafter due to changes in law or circumstances, but at least annually.

HOUSEHOLD HAZARDOUS WASTE AGREEMENT

BETWEEN IWMA AND NCSD

10. The IWMA shall provide the closure assurance required by State Law.
11. The IWMA shall provide general liability insurance of at least \$1 million. Said insurance shall be on an "occurrence basis" and shall include the following endorsements:
 - (a) Owner, its officers, directors, employees, volunteers and agents shall be named as an additional insured;
 - (b) The coverage afforded to Owner shall be primary and non-contributing with other insurance maintained by Owner.
12. The IWMA shall fence the Collection Facility and shall be responsible for insuring that the Collection Facility and the surrounding property is maintained in a secure, safe and appropriate manner.
13. The IWMA shall be responsible for cleanup and remediation, to industry standards, of all spills and/or leaks of waste material that is collected and/or stored at the Collection Facility.
14. The IWMA shall provide signage that provides the public with notice of the location of the Collection Facility, hours of operation and the facility's entrance and exits.
15. IWMA shall be responsible for all repairs and maintenance at the Collection Facility.

B. RESPONSIBILITY OF THE OWNER

1. The Owner agrees to lease the designated HHW Collection Facility location to the IWMA. The parties agree that the term of the lease shall be for a period of 10 years commencing on the date of this signed agreement. The IWMA agrees to pay to Owner annual rent on one dollar (\$1.00) for each year during the term of this lease. The parties agree that the IWMA shall, if not then in default of this Agreement, have an option to extend the term of this Agreement for an additional period of ten (10) years from the original expiration date of this Agreement.

C. INDEMNIFICATION

1. It is agreed that IWMA shall defend, save harmless, and indemnify the Owner, its officers, and employees from any and all claims for injuries and damages to persons and/or property which arise out of the terms and conditions of this Agreement and the operation and maintenance of the Collection Facility and which result from the negligent acts or omissions of the IWMA, its officers, agents, consultants, contractors, and/or employees.
2. It is further agreed that the Owner shall defend, save harmless, and indemnify the IWMA, its officers, and employees from any and all claims for injuries and damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Owner, their officers and/or employees.
3. Termination of this Agreement shall not release IWMA from its obligations referenced in Subsection 1, above, as to any claims, so long as the event upon which such claim is

HOUSEHOLD HAZARDOUS WASTE AGREEMENT

BETWEEN IWMA AND NCSD

predicated shall have occurred prior to the effective date of any such termination and arose out of or was in any way connected with the performance or operations under this Agreement by the IWMA, its employees, agents, contractors and/or consultants, or the employee, agent and/or consultant of any one of them.

4. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements referenced in Paragraph A -11 above does not relieve IWMA from liability referenced in Subsection 1 above. The obligations of Subparagraph 1 above shall apply whether or not the insurance policies have been determined to be applicable to any of such damages or claims for damages.

D. CONDEMNATION

1. If all or any portion of the Collection Facility is condemned or is transferred in lieu of condemnation, IWMA or District may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. IWMA shall not be entitled to share any portion of the award, and IWMA expressly waives any right or claim to any part of the award. The IWMA shall, however, have the right to claim and recover, from the condemning authority only, but not from District, any allowable costs for the removal and/or relocation of its facilities.
2. In the event of condemnation District agrees to permit the IWMA to relocate the Collection Facility to an appropriate alternative location on District property that is approved by District in its sole discretion.

E. CLEAN UP OF SITE

At the end of this Agreement, the IWMA shall remove any and all of IWMA's equipment, including collection structure, office trailer, storage tanks and drums, and any household hazardous waste remaining at the facility. The only item remaining on-site will be the concrete pad which will become the property of the Owner.

F. RELATIONSHIP OF THE PARTIES

The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Owner does not in any way nor for any purpose become a partner of the IWMA or a joint venturer with the IWMA in the conduct of the IWMA's business or otherwise.

G. TERMINATION

This Agreement is subject to the annual appropriation of funds to provide HHW services. If the IWMA fails to appropriate the funds necessary to conduct the program, then the Agreement can be terminated with 30 days notice.


HOUSEHOLD HAZARDOUS WASTE AGREEMENT
BETWEEN IWMA AND NCSD

H. COMPLETE AGREEMENT

This Agreement contains the complete agreement between the parties and can only be modified by written amendment.


IN WITNESS WHEREOF, the parties have executed this Agreement this 7TH day of November, 2001.

San Luis Obispo County
Integrated Waste Management Authority

By: 
Shirley Bianchi, President

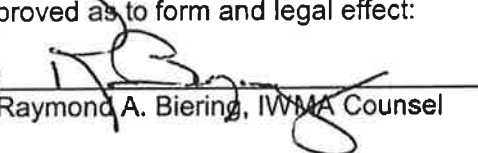
Date: 11/24/01

Nipome Community Services District

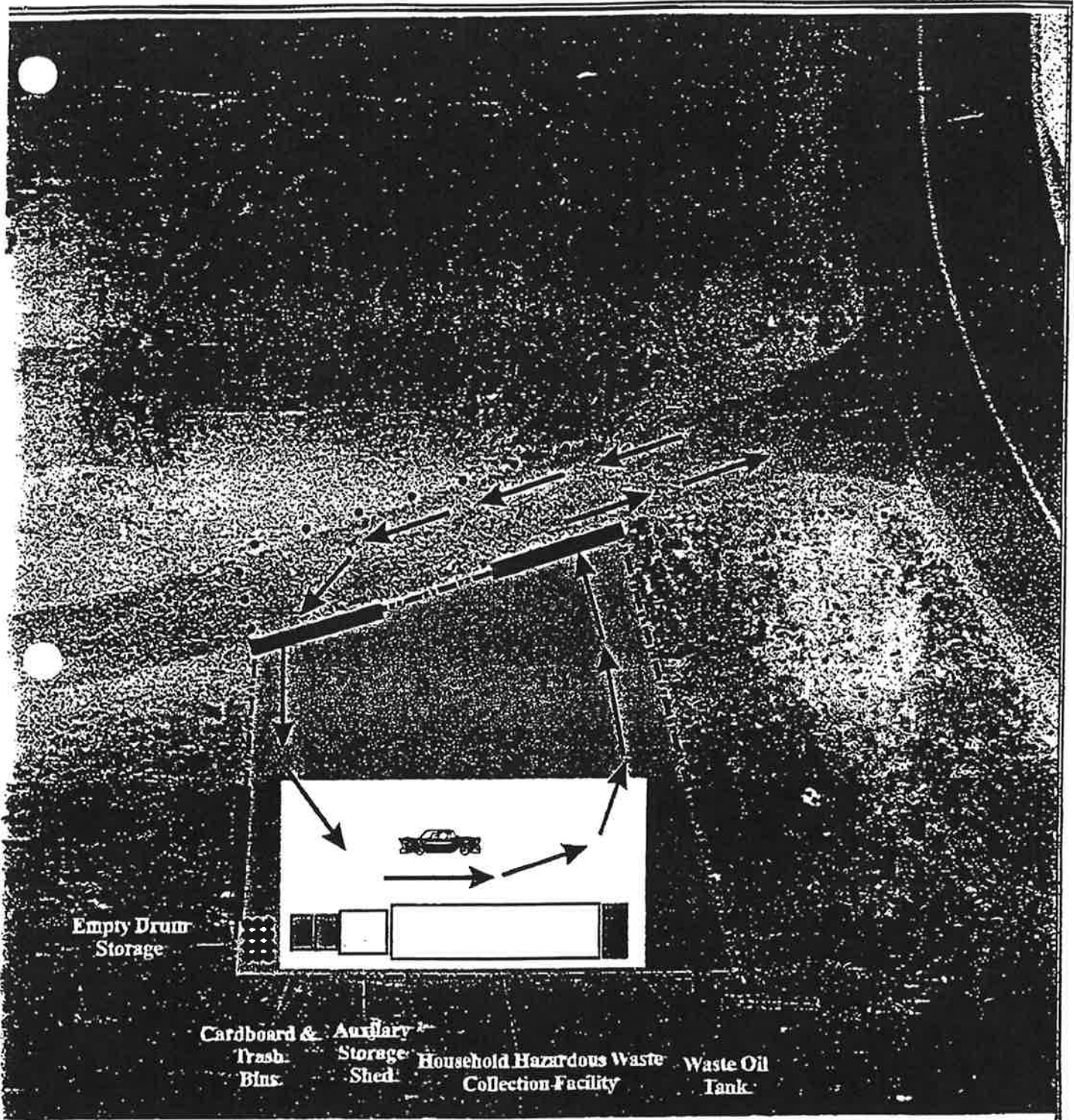
By: 
Robert L. Blair, President

Date: 11-27-01

Approved as to form and legal effect:

By: 
Raymond A. Biering, IWMA Counsel

Date: 11/14/01



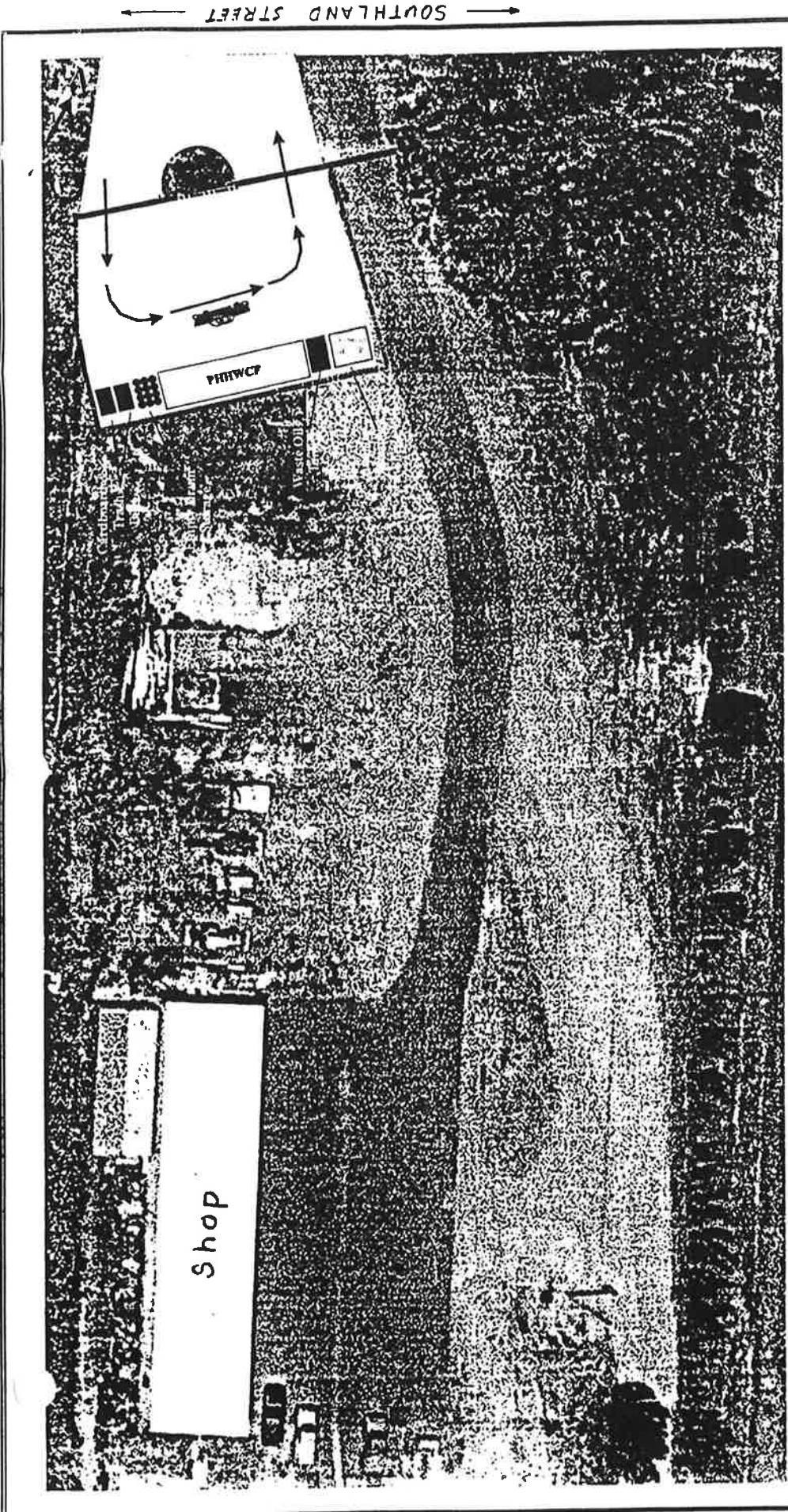
SCALE IN FEET



Site Plan & Traffic Plan

FIGURE 1

ECO SOLUTIONS
427 Plomo Court
Arroyo Grande, CA 93420



← SOUTH LAND STREET →

----- 6 Foot Security Fence

—— Gate

SCALE IN FEET
0 25

ECO SOLUTIONS
427 Plomo Court
Arroyo Grande, CA 93420

Site Plan & Traffic Plan

FIGURE 1

Nipomo CSD PHHWCF

← US 101 HWY →

EXHIBIT 1

San Luis Obispo County Integrated Waste Management Authority

IWMA BOARD MEMBERS

Shirley Bianchi - President,
San Luis Obispo County

Tony Ferrara, Vice President,
City of Arroyo Grande

George Luna,
City of Atascadero

Richard Neufeld,
City of Grover Beach

Dave Elliott,
City of Morro Bay

Joe Crescione,
City of Pismo Beach

John Ewan,
City of San Luis Obispo

Katcho Achadjian,
San Luis Obispo County

Harry Ovitt,
San Luis Obispo County

Mike Ryan,
San Luis Obispo County

Peg Pinard,
San Luis Obispo County

Dave Brooks,
Authorized Districts

Bill Worrell, Manager
Carolyn Goodrich, Secretary
Peter Cron, Staff Analyst
Raymond A. Biering, Counsel

870 Osos Street
San Luis Obispo, CA 93401

805/782-8530
FAX 805/782-8529
E-mail: iwma@iwma.com

Recycling, Compost & Haz.
Waste Info. 800/400-0811
School Programs Information
805/782-8424

ENCLOSURE MEMO

TO: Doug Jones, District Manager
Nipomo CSD

FROM: Carolyn Goodrich, Board Secretary

SUBJECT: IWMA HHW

Enclosed is Warrant #2421752 in the amount of Ten Dollars (\$10.00) which represents ten years rent as per the Household Hazardous Waste Agreement approved by Resolution 2001-796, a copy of which is enclosed.

DATE: December 7, 2001

By: 
Carolyn Goodrich

cc: file

C:\IWMA\Correspondence\2001\Nipomo CSD HHW Facility Rent Payment 12-7-01.wpd

RECEIVED

DEC 10 2001

1100

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

4/1/2011

DATE (MM/DD/YYYY)
3/30/2005

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED SPRINT SPECTRUM L.P./
14966 SPRINT PCS ASSETS, L.L.C.
6480 SPRINT PARKWAY
OVERLAND PARK, KS 66251

INSURER A: CONTINENTAL CASUALTY CO. (A XV)
INSURER B: AMERICAN CASUALTY CO. of Reading, PA
INSURER C: TRANSPORTATION INSURANCE CO. (A XV)
INSURER D:
INSURER E:

COVERAGES SPRCO01 DE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL 2098357006	4/1/2008	4/1/2011	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ XXXXXXXX
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ XXXXXXXX
		<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY	\$ 2,000,000
		<input checked="" type="checkbox"/> *TENANTS LEGAL LIAB				GENERAL AGGREGATE	\$ 10,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 3,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	BUA 2098356986	4/1/2008	4/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY	NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ XXXXXXXX
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX
		RETENTION \$					\$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below No	WC 2098356972 (AOS)	4/1/2008	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
C	WC 2098356938 (AZ, OR, WI)		4/1/2008	4/1/2011	E.L. EACH ACCIDENT	\$ 1,000,000	
B	WC 2098356941 (CA)		4/1/2008	4/1/2011	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
B	N/A IN MONOPOLISTIC STATES				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. NIPOMO COMMUNITY SERVICES DISTRICT, NIPOMO OAKS, AND THE MEHLSCHAU FAMILY TRUST DATED JUNE 26, 1992 ARE ADDITIONAL INSURED AS RESPECTS LIABILITY COVERAGE, ONLY AS REQUIRED BY CONTRACT. RE: INSTALLATION, OPERATION & MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT.

RECEIVED

MAR 24 2008

LEASED LOCATION:- Site ID: SN45XC100A, 955 METRICK AVENUE NIPOMO CA

CERTIFICATE HOLDER

1052748
NIPOMO COMMUNITY SERVICES DISTRICT
ATTN: DOUG JONES
PO BOX 326
NIPOMO, CA 93444-0326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FURNISH THE MAINTAINERS WITH 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, NOT TO BE EXTENDED BY THE MAINTAINERS OR DELIVERED TO THE MAINTAINERS BY THE MAINTAINERS. THE MAINTAINERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE POLICY. AUTHORIZED REPRESENTATIVE

David J. Foster

FEBRUARY 13, 2019

ITEM E-1

ATTACHMENT B

AFFIRMATION AND RESTATEMENT OF THE HOUSEHOLD HAZARDOUS WASTE AGREEMENT

THIS AFFIRMATION AND RESTATEMENT shall affirm and restate the terms of the HOUSEHOLD HAZARDOUS WASTE AGREEMENT dated November 7, 2001 by and between the **SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY** and the **NIPOMO COMMUNITY SERVICES DISTRICT** (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties executed the original agreement on November 7, 2001 ("Agreement"); and

WHEREAS, Section B.1. of the Agreement provides the IWMA an option to extend the Agreement for an additional period of ten (10) years from the original expiration date of the Agreement; and

WHEREAS, the original expiration date of the Agreement was November 7, 2011; and

WHEREAS, it is not known by the Parties whether or not IWMA formally exercised its option to extend the term of the Agreement prior to the original expiration date; and

WHEREAS, it appears that the Parties, by their course of conduct in continuing to operate pursuant to the Agreement, intended to exercise the option to extend the term of the Agreement prior to its expiration date.

NOW, THEREFORE, the Parties do mutually agree as follows:

1. The Parties mutually affirm and restate the Agreement, including exercise of the option to extend the term as if exercised prior to the original expiration date of the Agreement, making the new expiration date November 7, 2021.
2. In all other aspects, the HOUSEHOLD HAZARDOUS WASTE AGREEMENT dated November 7, 2001 shall remain unchanged and in full force and effect.

San Luis Obispo County
Integrated Waste Management Authority

By: 
Jeff Lee, President

Date: 1/15/2019

Nipomo Community Services District

By: _____ Date: _____
Ed Eby, President

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: February 8, 2019

AGENDA ITEM

F

FEBRUARY 13, 2019

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- *Period covered by this report is January 20, 2019 through February 9, 2019.*

DISTRICT BUSINESS

Administrative

The District encourages residents to provide reports of any observed water waste. The District keeps an accounting of leak adjustments as a measure of non-revenue water lost to leaks. The table below provides the January data and the cumulative data on these activities.

Office Activities

	<u>Jan-19</u>	<u>Jul-Jan 2019</u>
Reports of water waste followed up on	0	4
Leak Adjustments	2	15
Leak Adjustment Amount	\$363	\$4,541

Water Resources

Table 1. Total Production Acre Feet (AF)

	<u>Jan-19</u>	<u>Jul 18 - Jan 19</u>
Groundwater Production	27.0	581.9
Supplemental Water Imported	<u>78.0</u>	<u>579.8</u>
Total Production	<u>111.4</u>	<u>1,161.7</u>

NCSD imported 78 AF of water over the 31 day period in January averaging 569 gallons per minute for a daily total of 819,883 gallons per day. For fiscal year 2018-19 [July-2018 through June-2019] the District must import 800 AF of supplemental water. However, at the current import level, the District could see up to 960 AF for this time period. The District's total production, including groundwater wells and imported water measured at the Joshua Road Pump Station, registered 1,161.7 AF of water for the current fiscal year.

On the following page, Table 2 compares the District's total water production for the month of January and the fiscal year (July 2018 through June 2019) year-end total against those same periods for 2013 (pre-drought production). 2013 is the year the Department of Water Resources ("DWR") designated as the pre-drought production year. The pre-drought production data is included in the monthly water production report and compared to current usage, all of which is submitted by water purveyors statewide to DWR. For January 2019, the community's water conservation effort reached approximately 19% compared to January 2013. The District's year-end conservation effort for fiscal year 2019 will continue to be monitored throughout the year.

Table 2. FY 2019 Total Demand To-date Compared to 2013

	Jan-19	Jul 18 - Jan 19
Total Production (AF) for FY 2018-19	105.0	1,161.7
Total Production (AF) for 2013	<u>124.0</u>	<u>1,321.8</u>
Reduction (AF)	<u>19.0</u>	<u>160.1</u>
Percentage Reduction	15.3%	12.1%

NCSW GW Reduction

The District’s purveyor customers, Golden State Water Company and Woodlands Mutual Water Company, each claim 16.66% (cumulatively 33.33%) of the imported water NCSW brings onto the basin through the NSWP. Of the 800 AF minimum imported water from the CSM, 266.6 AF will be credited to these two purveyor customers. The credited amount must be added to the District’s groundwater pumping total every month to reflect the groundwater pumped by these customers in-lieu of taking imported water from the District. Table 3 below demonstrates the calculus for determining the District’s groundwater pumping reduction.

Table 3. NCSW GW Production (NCSW GW Well Production plus Purveyor Credit)

	Dec -18	Jul 18 - Dec 18
NCSW GW Well Production	27.0	581.9
Purveyor Customer Credit (33.3% of Import Water)	<u>26.0</u>	<u>193.6</u>
NCSW Total Calculated GW Production	53.0	775.5
Average GW Production for 2009-2013	<u>142.1</u>	<u>1,526.7</u>
NCSW Percentage of GW Reduction	63%	49%

Taking into consideration the above referenced purveyor customer credit, the District can claim a groundwater pumping reduction of 63% for the month of January compared to the 5-year average from 2009 to 2013 (NMMA-TG assigned comparator). For Fiscal Year 2019, the cumulative groundwater pumping reduction is 49%. At the current Stage IV level of NMMA’s Water Shortage Condition and Response Plan, the District has targeted groundwater pumping reduction level of 50% for the year.

Table 4. 2019 Fiscal Year Forecasted Groundwater Pumping

	Jan-19	Jul 18-Jun 19	Target	Over_(Under)	
NCSW GW Well Production	27.0	984.7			
Purveyor Customer Credit (33.3% of Import Water)	<u>26.0</u>	<u>319.4</u>			
NCSW Total Calculated GW Production	53.0	1,304.1	1,266.7	(37)	AcFt
Average GW Production for 2009-2013	<u>142.1</u>	<u>2,533.4</u>	<u>2,533.4</u>		
NCSW Percentage of GW Reduction	63%	49%	50%		

Table 4 is a forward looking view of the District's groundwater pumping reduction efforts for Fiscal Year 2019. The targeted groundwater pumping reduction is 50%. For future months, February 2019 through June 2019, Fiscal Year 2018 production values from the previous year are used as estimates for future use. Looking at the seven months of actual data, July 2018 through January 2019, and completing the year using last year's monthly data where necessary, the District can forecast an "Over_(Under)" value. By using this method to forecast groundwater pumping into fiscal year 2019, it can be estimated that the District will be 37 acre feet over the groundwater reduction target. Each year trends slightly different depending upon the weather, a major factor that drives consumer water demand. As actual data replaces projected data, the reliability of the table to provide year-end groundwater reduction becomes more reliable and aids staff in recognizing opportunities for shifting water production strategies.

Table 5. FY 2018 v. FY 2019 Groundwater Pumping

	Jan-19	Jul 18-Jan 19	Jan-18	Jul 17-Jan 18
NCSD GW Well Production	27.0	984.7	45.3	652.0
Purveyor Customer Credit (33.3% of Import Water)	26.0	319.4	26.4	196.2
NCSD Total Calculated GW Production	53.0	1,304.1	71.7	848.2
Average GW Production for 2009-2013	142.1	2,533.4	142.1	1,526.7
NCSD Percentage of GW Reduction	63%	49%	50%	44%

Table 5 compares the previous year's groundwater pumping with the current year groundwater pumping for the same time period (July through January). The comparison demonstrates a favorable consumption forecast emerging where demand on groundwater supplies diminished putting the District in a stronger position to reach the target reduction of 50%.

Rainfall Gauge

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
January 2019 Total	5.12	4.45
July-2018 through Jun-2019 (Seasonal Total)	8.78	7.17
Average Annual Year Rainfall	18	16
Feb. 1, 2019 to Feb. 8, 2019	1.90	1.58
Total to date	10.68	8.75

Safety Program

No Accidents or Incidents to report

Other Items and News of Interest

No additional items

Supplemental Water Capacity Accounting

The District is not currently accepting applications for new water service.

Supplemental Water Available for Allocation	500 AFY
Supplemental Water Reserved (Will Serve Letter Issued)	-51.2 AFY
Subtotal Net Supplemental Water Available for Allocation	448.8 AFY
Supplemental Water Assigned (Intent-to-Serve Issued)	-47.4 AFY
Total Remaining Supplemental Water Available for Allocation	401.4 AFY

This information is accurate through December 2018.

Connection Report

Nipomo Community Services District
 Water and Sewer Connections

END OF MONTH REPORT

	Jan-19	Feb-19	Mar-19
Water Connections (Total)	4434		
Sewer Connections (Total)	3197		
New Water Connections	0		
New Sewer Connection	0		
Galaxy & PSHH at Orchard and Division Sewer Connections billed to the County	475		

The Connection Report is current through January.

Meetings (January 20 through February 9)

Meetings Attended (telephonically or in person):

- Jan. 21, Holiday
- Jan. 22, NCSD Eng/Admin Meeting
- Jan. 23, Rotary
- Jan. 23, Regular Board Meeting
- Jan. 23, Exec. Team After-Board Meeting
- Jan. 24, NMMA Manager's Meeting NCMA Managers
- Jan. 24, NCSD Mngmnt. Team – Ops Shift Change
- Jan. 25, Clever Ducks – Communications Improvement
- Jan. 29, Employee Handbook – Exec. Team Review
- Jan. 30, MKN – Water Audit Reporting
- Jan. 30, Admin Review – Staffing Review
- Jan. 31, Property Negotiations – Murphy
- Jan. 31, Property Negotiations – Witmer
- Jan. 31, GSWC/MMWC Intertie MOU Development
- Jan. 31, NCMA/NMMA MOU Legal Conference
- Feb. 1, SDRMA Claim – Site Review (K. Smart)

- Feb. 4, Board Officer Meeting
- Feb. 5, Unum – Plan Update/Review
- Feb. 5, Management Team Meeting
- Feb. 5, NCMA/NMMA MOU Conference
- Feb. 6, IRWMA Meeting
- Feb. 6, Legal Team – Eureka Well Easements
- Feb. 7, Nipomo Chamber of Commerce
- Feb. 8, NMMA-TG Meeting
- Feb. 8, Flume Technology Demonstration
- Feb. 9, AWWA Exam Proctor – Admin Office

Meetings Scheduled (February 10 through February 16):

Upcoming Meetings (telephonically or in person):

- Feb. 11, Vacation Day
- Feb. 12, NCSD Eng/Admin Meeting
- Feb. 13, Rotary
- Feb. 13, Regular Board Meeting
- Feb. 13, Exec. Team After-Board Meeting

Upcoming Water Resource and Other Meetings

Upcoming Standing Meetings:

- NMMA-TG: March 1st (Friday) @ 10:00 AM, NCSD Board Room
- RWMG: March 13th @ 10:00 AM, SLO Library (Working Group)
- WRAC: March 13th @ 1:30 PM, SLO Library
- NMMA Purveyor Meeting: February 21st @ 10:00 AM, NCSD Admin Office
- NCMA/NMMA Managers Meeting: TBA

RECOMMENDATION

Staff seeks direction and input from your Honorable Board

ATTACHMENTS

NONE