BOARD OF DIRECTORS

FROM:

RAY DIENZO, P.E. R.O. GENERAL MANAGER

DATE:

AUGUST 8, 2025

AGENDA ITEM C AUGUST 13, 2025

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

BOARD OF DIRECTORS

FROM:

RAY DIENZO, P.E. んつ GENERAL MANAGER

DATE:

AUGUST 8, 2025

AGENDA ITEM

D

AUGUST 13, 2025

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 Consent 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 JULY 23, 2025 REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVE MINUTES]

BOARD OF DIRECTORS

REVIEWED: RAY DIENZO, P.E. R.D

GENERAL MANAGER

FROM:

JANA ETTEDDGUE

FINANCE DIRECTOR

DATE:

AUGUST 8, 2025

AGENDA ITEM D-1

AUGUST 13, 2025

WARRANTS WILL BE DISTRIBUTED TUESDAY, AUGUST 12, 2025

BOARD OF DIRECTORS

FROM:

RAY DIENZO, P.E. Q, D GENERAL MANAGER

DATE:

AUGUST 8, 2025

AGENDA ITEM D-2 AUGUST 13, 2025

APPROVE JULY 23, 2025 REGULAR BOARD MEETING MINUTES

<u>ITEM</u>

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

BACKGROUND

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

RECOMMENDATION

Approve Minutes

ATTACHMENT

A. July 23, 2025 draft Board Meeting Minutes

AUGUST 13, 2025

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community since 1965

DRAFT REGULAR MEETING MINUTES

JULY 23, 2025 AT 9:00 A.M.

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

BOARD of DIRECTORS
ED EBY, PRESIDENT
PHIL HENRY, VICE PRESIDENT
GARY HANSEN, DIRECTOR
JOHN JOYCE, DIRECTOR
TOM GLOVER, DIRECTOR

PRINCIPAL STAFF
RAY DIENZO, GENERAL MANAGER
JANA ETTEDDGUE, FINANCE DIR/ASST GM
PETER SEVCIK, DIRECTOR OF ENG. & OPS.
CRAIG STEELE, GENERAL COUNSEL

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 July 23, 2025, 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, all Directors were present.

There were no public comments.

- C. PRESENTATIONS AND REPORTS
 - C-1) PRESENTATION BY CALIFORNIA SPECIAL DISTRICTS ASSOCIATION REPRESENTATIVE

Richelle Noroyan, CSDA representative, presented the item and answered questions from the Board.

C-2) QUARTERLY DISTRICT ENGINEER'S REPORT TO THE BOARD [RECOMMEND RECEIVE AND FILE]

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

July 22, attended Water System Overview with Staff

Nipomo Community Services District REGULAR MEETING MINUTES

Director Henry

- July 13, attended Nipomo Community Plan at the Dana Adobe
- July 15, attended Board Officer's meeting
- July 20, attended NAC Meeting
- July 22, attended Water System Overview with Staff

Director Joyce

July 20, attended NAC Meeting

Director Eby

- July 13, attended Nipomo Community Plan at the Dana Adobe
- 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 Consent 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 JULY 9, 2025 REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVE MINUTES]
 - D-3) INVESTMENT POLICY QUARTERLY REPORT [RECOMMEND ACCEPT AND FILE REPORT]
 - D-4) ADOPT REVISIONS TO THE DISTRICT'S ANNEXATION POLICY [RECOMMEND ADOPT REVISIONS BY RESOLUTION]
 - D-5) APPROVE TASK ORDER WITH CANNON FOR ADDITIONAL ENGINEERING SERVICES DURING CONSTRUCTION FOR BLACKLAKE SEWER SYSTEM CONSOLIDATION PROJECT LIFT STATIONS AND BLACKLAKE WASTEWATER RECLAMATION FACILITY DECOMMISSIONING [RECOMMEND, BY MOTION AND ROLL CALL VOTE, APPROVE TASK ORDER WITH CANNON IN THE AMOUNT OF \$108,102 AND AUTHORIZE STAFF TO EXECUTE TASK ORDER!
 - D-6) ACCEPT 2024 WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECT [RECOMMEND, BY MOTION AND ROLL CALL VOTE, ACCEPT PROJECT AND DIRECT STAFF TO FILE NOTICE OF COMPLETION]

Staff answered questions on items D-2 and D-5.

Director Eby pulled item D-4.

There were no public comments.

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District REGULAR MEETING MINUTES

Upon the motion of Director Henry, and seconded, the Board approved the Consent Agenda items D-1 through D-6 excluding item D-4.

Vote 5-0

| YES VOTES | ABSTAIN | ABSENT |
|---|---------|--------|
| Directors Henry, Joyce, Glover, Hansen, Eby | None | None |

D-4) ADOPT REVISIONS TO THE DISTRICT'S ANNEXATION POLICY [RECOMMEND ADOPT REVISIONS BY RESOLUTION]

Craig Steele, General Counsel, provided an overview of the revised annexation policy and answered questions from the Board.

There were no public comments.

Upon the motion of Director Glover, and seconded, the Board approved the resolution. Vote 5-0

| YES VOTES | ABSTAIN | ABSENT |
|---|---------|--------|
| Directors Glover, Joyce, Hansen, Henry, and Eby | None | None |

RESOLUTION NO. 2025-1744
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AMENDING THE DISTRICT'S ANNEXATION POLICY

E. ADMINISTRATIVE ITEMS

E-1) CONSIDER GRANT REQUEST FROM ONE COOL EARTH IN THE AMOUNT OF \$15,000 TO SUPPORT THE NIPOMO ELEMENTARY SCHOOL GARDEN PROGRAM [RECOMMEND AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH ONE COOL EARTH]

Ray Dienzo, General Manager, introduced the item.

Leila Daniel, Director of Education for One Cool Earth, presented the item and answered questions from the Board.

Pam Wilson, NCSD Resident, commented on the item.

Upon the motion of Director Joyce, and seconded, the Board approved to authorize the General Manager to execute the agreement with One Cool Earth.

Vote 5-0

| YES VOTES | ABSTAIN | ABSENT |
|---|---------|--------|
| Directors Joyce, Glover, Hansen, Henry, and Eby | None | None |

F. GENERAL MANAGER'S REPORT

Ray Dienzo, General Manager, presented the item and answered questions from the Board. There were no public comments

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District REGULAR MEETING MINUTES

G. COMMITTEE REPORTS

None.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

None.

I. CLOSED SESSION ANNOUNCEMENTS

Craig Steele, General Counsel, announced that there would be closed session on item 1a.

- 1) CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9
 - a. SMVWCD V. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750, AND ALL CONSOLIDATED CASES)
 - b. NIPOMO ACTION COMMITTEE, ET AL. V. SAN LUIS OBISPO LOCAL AGENCY FORMATION COMMISSION, ET. AL. (SAN LUIS OBISPO COUNTY SUPERIOR COURT CASE NO. 24CV-0768)

Craig Steele, General Counsel, announced that there were no actionable items.

ADJOURN MEETING

President Eby adjourned the meeting at 12:05 p.m.

| MEETING SUMMARY | HOURS & M | INUTE | S |
|-----------------|-----------|-------|---------|
| Regular Meeting | 2 hours | 00 | minutes |
| Closed Session | 1 hours | 05 | minutes |
| TOTAL HOURS | 3 hours | 05 | minutes |

| Respectfully submitted, | | |
|--|------|--|
| The state of the s | | |
| Ray Dienzo, General Manager and Secretary to the Board | Date | |

BOARD OF DIRECTORS

FROM:

RAY DIENZO, P.E. R.D. GENERAL MANAGER

DATE:

AUGUST 6, 2025

AGENDA ITEM E-1 AUGUST 13, 2025

CONSIDER AUTHORIZING GENERAL MANAGER TO ENTER INTO A DEPOSIT AGREEMENT WITH THE OWNER OF 311 SOUTH OAK GLEN AVENUE TO EVALUATE THEIR ANNEXATION APPLICATION

ITEM

Consider authorizing the General Manager to enter into a deposit agreement with Santiago Murguia, property owner, of 311 South Oak Glen Avenue, to evaluate their annexation application [RECOMMEND AUTHORIZE GENERAL MANAGER TO ENTER INTO DEPOSIT AGREEMENT].

BACKGROUND

Santiago Murguia, the property owner of 311 South Oak Glen Avenue, APN 090-391-015, submitted an application to San Luis Obispo County LAFCO, Annexation #31, to annex to the Nipomo Community Services District ("District"). The Owner wishes to annex a one (1) acre parcel, currently located in the District's sphere of influence ("SOI"), into the District's service area and obtain water and sewer service from the District. LAFCO is requiring the property owner to obtain a Plan for Services from the District.

The purpose of the Deposit Agreement ("Agreement") is to secure funding from the Owner to finance the cost of engineering, legal, financial, and administrative staff time to evaluate the annexation application and provide the District's Board of Directors with the information necessary for their consideration of the annexation application. The cost deemed is estimated to be \$15,000. However, should the costs exceed this amount, the Agreement has provisions that require the Owner to pay those costs as well. Consequently, if the cost to produce the necessary reports is less than the funds collected by the District, those unused portions of the collected funds would be reimbursed to the Owner.

It is anticipated that it will take between two to three months from the date the Agreement is approved for staff to gather the information and draft the reports needed by the District's Board of Directors to evaluate the annexation application. The timing, as stated, is dependent on timely coordination and responses with the Owner and the District's engineering staff, and the professional consulting team's availability.

The Owner has reviewed the attached Deposit Agreement.

FISCAL IMPACT

Budgeted staff time was used to prepare this staff report. Should your Board approve the Deposit Agreement, future staff time for processing the annexation application and time needed to review and guide the District's consulting team will be charged to those funds collected in the Deposit Agreement.

STRATEGIC PLAN

Goal 1. WATER SUPPLIES. Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

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.

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

RECOMMENDATION

Staff recommends your Board take public comment, discuss as a Board, and if appropriate, authorize the General Manager to sign the Deposit Agreement.

ATTACHMENTS

A. Annexation #31 Nipomo Community Services District Deposit Agreement

AUGUST 13, 2025

ITEM E-1

ATTACHMENT A

DEPOSIT AGREEMENT FOR COSTS OF PROCESSING ANNEXATION 31 APPLICATION SUBMITTED TO NIPOMO COMMUNITY SERVICES DISTRICT

| THIS AGRE | EMENT is made | thisday of | | | | , 2 | 0, by and |
|--------------------|---------------|-------------------|----|------------|--------|----------|--------------|
| between the Nipomo | Community Se | ervices District, | a | California | | | ("District") |
| and | | , a | | | ("Appl | icant"). | |
| | | WITNESSET | Ή: | | | | |

WHEREAS, Applicant is the legal owner of certain real property consisting of approximately 1.0 acres located at 311 South Oakglen Avenue, Nipomo, San Luis Obispo County, California, identified as Assessor Parcel Number 090-391-015 ("Property") within the Sphere of Influence of the Nipomo Community Services District; and,

WHEREAS, Applicant has submitted an application to the LAFCO requesting that the Property be annexed into the District ("Application"); and,

WHEREAS, the Application will cause the District to incur costs associated with engineering, legal, administrative, and/or consultant services in connection with its review, evaluation, and consideration of the Application ("District Services"); and,

WHEREAS, the District is willing to perform the necessary District Services, at the Applicant's cost, and desires that the Applicant provide a deposit to cover those costs; and,

WHEREAS, Applicant is willing to provide said deposit on the terms and conditions hereinafter provided.

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

1. Recitals.

The above recitals are incorporated herein by this reference and made a part hereof.

2. <u>Deposit for District Services</u>.

- a. Initial Deposit. Applicant shall provide the District with an initial deposit in the amount of fifteen thousand dollars (\$15,000.00) at the time of execution of this Agreement. The Initial Deposit and any subsequent Replenishment Deposit(s) described in Section 2(b) below are collectively referenced herein as the "Deposit."
- b. Costs of District Services. On a monthly basis, District may draw on the Deposit to reimburse District for District Services costs actually incurred by District. District shall separately account for the Deposit funds and provide accounting backup for such reimbursements to Applicant upon reasonable written request. District's General Manager shall have the sole discretion to determine which District Services costs shall be paid from the Deposit.

- c. Replenishment Deposit(s). Subject to the provisions of this Agreement, Applicant hereby agrees that whenever the amount of the Deposit declines to \$5,000 or less, the District may request an additional deposit to return the Deposit to an amount reasonably necessary to cover all anticipated District Services as District may determine in its discretion, including amounts above the amount of the Initial Deposit ("Replenishment Deposit"). Applicant shall deliver such Replenishment Deposit to the District within fifteen (15) days following such written request.
- d. Suspension of Work. District shall have no obligation to continue performing District Services related to the Application at any time that the Deposit declines to \$5,000 or less and has not been replenished by Applicant following notice provided pursuant to Section 2(b) above. Any District Services performed for which the current Deposit balance is insufficient to fully reimburse the District shall be invoiced to Applicant and shall accrue interest at the rate of 10% per annum or the legal rate, whichever is less, if the invoice is not paid by the Applicant within fifteen (15) days of receipt.
- e. Return of Deposit. Within fifteen (15) days following the termination of this Agreement, District will return any unexpended portion of the Deposit to Applicant, without interest, less any costs for District Services rendered as of the date of termination and less any amount owed to the District by Applicant.

3. Term of Agreement and Termination.

This Agreement shall become effective on the date first written above and shall remain in effect until the District takes final action to deny the Application, the proposed annexation is finalized by the San Luis Obispo County Local Area Formation Commission, or the Applicant withdraws its Application, whichever occurs first.

4. Direction of District Services.

- a. Direction of Work. District has sole discretion to direct the work and to evaluate the performance of its employees, officers, agents, consultants, counsel, and representatives assigned to undertake the District Services, and District retains the absolute right to terminate or replace at any time any such person or entity. Any documents prepared hereunder shall reflect the independent judgment of the District and shall remain within the District's control and ownership. Accordingly, even though the funds provided hereunder may be utilized to retain consultants or perform engineering, legal, or administrative costs, such individuals and organizations shall work solely for the District and shall not take direction or guidance from Applicant. Applicant acknowledges and agrees that this Agreement does not create an attorney-client relationship between legal counsel retained by District and Applicant and that it does not create any form of contractual or employment relationship between Applicant and District's employees, officers, agents, or consultants engaged to perform the District Services.
- b. Selection and Payment by District. District has sole and absolute discretion to select which of its employees, officers, agents, consultants, counsel, or representatives are assigned to perform the District Services. District has the sole and absolute discretion to determine

the amount of compensation paid to its employees, consultants, counsel, or representatives assigned to undertake the District Services.

c. District to Retain Discretion Regarding Annexation Application. Applicant acknowledges and agrees that notwithstanding Applicant's reimbursement obligations under this Agreement, District retains its discretion and ability to exercise its independent judgment in the processing, implementation, approval, or denial of the Application and its requirements. Applicant warrants and represents that no District official, officer, employee, agent, or attorney has represented, expressly or impliedly, that District will approve or otherwise assure any specific outcome on the Application or its conditions. Notwithstanding anything in this Agreement to the contrary, District retains all authority and discretion granted to it by law to take any action to which it is legally entitled to take regarding the Application.

Assignment.

The provisions of this Agreement shall apply to and bind the successors, grantees, and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the District in writing. Such approval shall be conditioned on the agreement by the assignee, grantee, successor or transferee to be bound by the terms and conditions of this Agreement.

6. Jurisdiction and Venue.

This Agreement is executed and is to be performed in within the County of San Luis Obispo, and any action or proceeding brought relative to this Agreement shall be heard in the Superior Court in the County of San Luis Obispo, California. District and Applicant hereby each consent to the personal jurisdiction of the court in any such action or proceeding.

7. Attorney's Fees.

In the event of any litigation or other legal proceeding of any nature between the District and Applicant to enforce or interpret all or any portion of this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and costs paid or owing as a result of such proceeding.

8. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter.

9. Remedies Not Exclusive.

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the

application of, any other remedy provided by law.

Entire Agreement; Amendment.

This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

11. Notices.

All notices, statements, reports, approvals, requests, invoices, or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received: (a) on the date of delivery if delivered personally; (b) three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery; or (c) on the next business day if transmitted by e-mail with return receipt requested and receipt confirmed. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

| Nipomo Community Services District | Applicant: |
|------------------------------------|------------|
| Ray Dienzo | Name: |
| 148 S. Wilson Street | Address: |
| P.O. Box 326 | |
| Nipomo, California 93444 | email: |
| rdienzo@ncsd.ca.gov | |

12. Severability.

If any term or provision of this Agreement is found to be invalid or unenforceable, District and Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

14. Cooperation.

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

15. Representations of Authority.

Each party signing this Agreement hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that the person executing this Agreement has been authorized to sign this Agreement and bind the party on whose behalf that person signs.

Interpretation of this Agreement.

The parties acknowledge that each party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

| Nipomo Community Services District | |
|------------------------------------|-----------------------------------|
| Ray Dienzo, General Manager | Date |
| | Approved as to form |
| | Craig A. Steele, District Counsel |
| Applicant | |
| Applicant Name and Title | Date |
| Applicant Name and Title | Date |

BOARD OF DIRECTORS

FROM:

RAY DIENZO, P.E. R.D

GENERAL MANAGER

DATE:

AUGUST 6, 2025

AGENDA ITEM F

AUGUST 13, 2025

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- Period covered by this report is 7/20/2025-8/9/2025.

DISTRICT BUSINESS

Administrative

The District encourages residents to provide reports of any observed water waste. The District also keeps an accounting of leak adjustments as a measure of non-revenue water lost to leaks and tracks late fee waivers. The table below provides July 2025 data and calendar year 2025.

| OFFICE ACTIVITIES | July 25 | Jan 25 – July 25 | | |
|-----------------------------------|----------|------------------|--|--|
| Leak Adjustments | 0 | 19 | | |
| Leak Adjustment Amount | \$0 | \$2776.00 | | |
| Late Fee Waivers | 11 | 58 | | |
| Late Fee Waiver Adjustment Amount | \$227.92 | \$1461.38 | | |

Water Production, Delivery, and Demand

For the one (1) month of the 2025-2026 Fiscal Year, the District pumped 57.1 acre-feet (AF) of Groundwater and 170.4 AF of imported water. Of the imported water, 137.5 AF was used by the District and 32.9 AF was delivered to Golden State Water Company (GSWC) and Woodlands Mutual Water Company (WMWC). The table below summarizes the water data for the current mont and the year to date; all values are in acre-feet (AF).

| | Jul-25 | Year to Date Jul-25 - Jul-25 |
|---|--------|---------------------------------|
| A. Total NCSD Groundwater Production | 57.1 | 57.1 |
| B. Total Supplemental Water Imported (B1+B2) | 170.4 | 170.4 |
| B1. Supplemental Water used by NCSD | 137.5 | 137.5 |
| B2. Supplemental Water Delivered to WMWC and GSWC | 32.9 | 32.9 |
| Total NCSD Water Demand (A+B1) | 194.6 | 194.6 |

Under the current Stage 2 of the NMMA Water Shortage Response Stages, the District's targeted groundwater pumping reduction goal is to pump no more than 2026 AFY (20% reduction of 2009-2013 average District GW Pumping of 2533 AFY). With the increased volume of imported water, the District is projected to pump less than 1000 AF this fiscal year. It is safe to say that the District will surpass its targeted pumping reduction goal.

Other Items

 Dana Reserve Project – developer submitted revised project to the County of SLO and anticipated County Board action is anticipated in November 2025

- Water Rate Study In progress; target effective date of January 2026
- Strategic Plan Update pending availability of the consultant who performed the previous plan update.
- Countywide Water Action Team / DESAL update
 - Staff attended the 6/19/2025 meeting to receive an update presentation on the Countywide desalination plan.
 - Objective of the meeting Discuss Demand Scenarios, Begin Discussion on the Justification for selecting sizing, and Overview of treatment analysis, evaluation of outfall capacity and siting
 - o The follow-up meeting is scheduled for 8/19/2025
- Regional Water Management Group ("RWMG") update
 - On the 7/8/2025 County Board of Supervisors ("BOS") meeting, the County BOS approved County staff's recommendation to replace Central Coast Blue ("CCB") project in the Proposition 1, Round 2 Integrated Regional Water Management Implementation Grant.
 - The RWMG will meet soon to form a review committee to consider a new suite of projects that would replace the CCB; one million dollars (\$1M) in grant funding is now available.
 - District staff will review some possible qualified projects that are "shovel ready" since the construction period will need to be completed by March 31, 2027.
- Blacklake Lighting District Update
 - o Conversion to LED lights should be completed by end of the month of August.

Monthly Investment Policy Report

Pursuant to Section 8.A of the District's Investment Policy, we will be posting a summary of our current investments every month.

Pursuant to Section 8 A of the Investment Policy

Nipomo Community Services District Investments July 31, 2025

| | | | | Yield | | |
|---|-----------|-----------|------------|------------------|-----|------------|
| Investments | CUSIP | Purchased | Maturity | to Maturity | Par | Value(1) |
| Certificate of Deposit - Oxford Bank | 69141NAL8 | 4/4/2025 | 4/10/2026 | 3.90% | 5 | 240.000 |
| Certificate of Deposit - Morgan Stanley Salt Lake | 61690D2C1 | 4/8/2025 | 10/12/2027 | 4 10% | S | 244 000 |
| Certificate of Deposit - Morgan Stanley NY | 61776NPY3 | 4/8/2025 | 10/12/2027 | 4 28% | \$ | 244.000 |
| Local Agency Investment Fund-LAIF | | | | | \$ | 13,932,511 |
| | | | | Investment Total | \$ | 14,660,511 |

⁽¹⁾ Par Value is the Face Value of the investment when it matures

Summary of Electronic Transfers (greater than \$500,000)

| | | Transfer | Transfer |
|---------------|--------------|------------------------|----------------------------------|
| Transfer Date | Amount | From | То |
| 7/7/2025 | 1,659,007.61 | Multi -Bank Securities | FSB Checking Account |
| 7/7/2025 | 1,659,007.61 | FSB Checking Account | FSB Mooney Market Account |

Upcoming Water Resource and Other Meetings

8/11/2025 - Integrated Waste Management
Authority (IWMA) Local Task Force

1:00 PM Teams
District Roc

8/13/2025 - NCSD Board Meeting 9:00 AM District Board Room

| 8/14/2025 | • | Finance and Audit Committee Mtg | 1:00 PM | NCSD Board Room |
|--------------------|--------------|--|----------|------------------------|
| 8/19/2025 | : = : | Countywide Water Action Team - DESAL | 1:00 PM | Ludwick Center, SLO |
| 8/21/2025 | - | NMMA-Technical Group | 10:00 AM | Teams |
| 8/25-8/28, 2025 | * | California Special Districts Assoc - Annual Conference | All Day | Monterey, CA |
| 9/1/2025 | * | Labor Day Holiday - office closed | | |
| 9/3/2025 | - | Water Resources Advisory Committee (WRAC) | 1:30 PM | SLO Library Room |
| 9/10/2025 | <u>=</u> | NCSD Board Meeting | 9:00 AM | District Board Room |
| 9/16/2025 | Ę | Special Meeting - County Planning Commission - Dana Reserve project update | 9:00 AM | County Board Room |

Safety Program

- No issues

RECOMMENDATION

Staff seeks direction for format changes or future information your Board would desire to be included in future general manager reports.