

NIPOMO COMMUNITY SERVICES DISTRICT



John Snyder

61
20
1220
150
1370

AGENDA SPECIAL MEETING

AUGUST 15, 2001 WEDNESDAY 9:00 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
RICHARD MOBRAATEN, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFF TROTTER, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SECRETARY TO THE BOARD
JON SEITZ, GENERAL COUNSEL

ROLL CALL

Public Comment on Agenda Items

The public has the right to comment on any item on the Special Meeting Agenda. Comments are limited to 3 minutes or otherwise at the discretion of the Chair.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL GC§54956.9

SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.

OPEN SESSION

ADJOURN

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

August 15, 2001

REGULAR MEETING 10:30 A.M.
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
RICHARD MOBRAATEN, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SEC. TO THE BOARD
JON SEITZ, GENERAL COUNSEL

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

A. CALL TO ORDER AND FLAG SALUTE

B. ROLL CALL

C. PUBLIC COMMENTS PERIOD

PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

D-1) REVIEW OF DISTRICT WILL-SERVE LETTER

Possible revision to language within existing Will-Serve letter

D-2) AMENDMENT TO THE REVENUE SHARING AGREEMENT

Possible amendment to existing revenue sharing agreement with the Nipomo Oaks

D-3) CELL SITE LEASE AGREEMENT

Approve a lease agreement with Verizon Wireless to use the standpipe for communication facilities

D-4) SEWER REIMBURSEMENT AGREEMENT - ASHLAND LANE (NEWDOLL)

Set a Public Hearing (9/19/01) to review cost spread of developer-installed sewer line in Ashland Lane

D-5) REQUEST FOR SERVICE - APN 092-381-016, 020 (KESHTGAR)

Request for water & sewer service for commercial/storage development at S. Frontage & Division

E. OTHER BUSINESS

E-1) REVIEW BIDS TO PAINT WATER STORAGE TANKS

Consideration to award painting contract to the lowest responsible bidder

E-2) CALIFORNIA SPECIAL DISTRICT ASSOCIATION - Board Elections

Voting for CSDA Board of Directors Election

E-2) PRIMARY & GENERAL ELECTION - 2002

Request from SLO County Elections Office to use District Board room to hold the 2002 elections.

F. 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 be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*

F-1) WARRANTS [RECOMMEND APPROVAL]

F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]

Minutes of August 1, 2001 Regular Board meeting

G. MANAGER'S REPORT

H. DIRECTORS COMMENTS

CLOSED SESSION

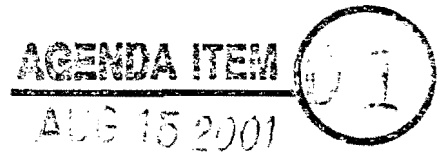
CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9

- a. Litigation CPUC Appl. No. A 00-03-029
- b. NCS D vs State Dept of Health Services CV 990716
- c. Istar Holliday, Jesse Hill vs. NCS D CV 010563
- d. Anticipated Litigation, Linda Hubler, copy in office GC§54956.9(b) 3(d) & (c)
- e. Anticipated Litigation, one case

ADJOURN

The next regular Board meeting will be held on September 5, 2001.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *S*
DATE: AUGUST 15, 2001



DISTRICT WILL SERVE LETTER

ITEM

Reviewing the District Will-Serve letter language

BACKGROUND

The San Luis Obispo County has stopped processing tract maps through the Health Department due to their concerns about the District's disclaimer referencing the Santa Maria Valley Groundwater adjudication. Staff has discussed this with the County on several occasions, trying to clear up this matter to satisfy their requirements.

Enclosed for the Board's review is the San Luis Obispo ordinance on water supply and the County Code Section referring to supplying water service to a property. The following are for consideration.

- Modify the verbiage in the District's Will-Serve letter to meet County requirements.
- Leave the Will-Serve letter as-is making sure everyone knows the existing situation.
- Have the County review their ordinance to be applicable with real life situations.
- Others ??

RECOMMENDATION

Staff request direction from your Honorable Board on how to proceed with this matter.

Board 2001\Will-Serve letter .DOC

NIPOMO COMMUNITY

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
AL SIMON, VICE PRESIDENT (deceased)
RICHARD MOBRAATEN, DIRECTOR
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR



SERVICES DISTRICT

STAFF

DOUGLAS JONES, GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL
LEE DOUGLAS, MAINTENANCE SUPERVISOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Email address - NCSD@ix.netcom.com

June 27, 2001

San Luis Obispo County
Government Center
Building and Planning Department
San Luis Obispo, CA 93401

Current District Will-Serve Letter Language

As required by Section 19.20.238 Title 19 of the San Luis Obispo County Code, I certify that water and sewer service is now available for APN [REDACTED] in Nipomo. All fees have been paid. A water meter will be set after improvements are installed and accepted.

→ || *Notice is provided that Nipomo Community Services District has been made a party to that lawsuit entitled Santa Maria Valley Water Conservation District, et al. v. City of Santa Maria, et al., Santa Clara Superior Court Case No. CV 770214. The case involves competing claims to the right to produce water from and/or store water in the Santa Maria Valley Groundwater Basin, the water source from which Nipomo Community Services District derives the water, which it serves. The District is now unable to predict with any certainty the outcome of the above-referenced litigation. However, the litigation conceivably could result in a limitation on the availability of groundwater for the District's production and/or an increase in the cost of water which the District serves to its water customers.*

This "Will-Serve" letter shall be subject to the current and future rules, regulations, fees, resolutions and ordinances of the Nipomo Community Services District.

The San Luis Obispo Board of Supervisors has adopted Ordinance 2895, which establishes a 2.3% annual limit on new building permits for the Nipomo Mesa. The Nipomo Community Services District, by issuance of a Will-Serve letter, cannot guarantee that you will receive a project permit from the County of San Luis Obispo.

Very truly yours,
Nipomo Community Services District


Doug Jones
General Manager

VALID ONLY
WITH DISTRICT
SEAL

Water& sewer\apn 092-136-029

From SLO County Code

19.20.238 - 240

19.20.238 - Verification of Water Supply Required. No grading, building or plumbing permit application or plans for a project which will require new service with potable water shall be issued unless:

- a. The building official is provided a written statement from the operator of a community or domestic water system that the purveyor will provide potable water service to the dwelling and that the water purveyor has sufficient water resource and system capacity to provide such service; or
- b. The building official is provided evidence that a permit or other authorization has been granted by the water purveyor for the proposed project to connect to and use the community or domestic water system; or
- c. An on-site well is installed, tested, and is certified to satisfy the requirements of Section 19.20.236b, or the building official is provided evidence showing that potable water adequate to satisfy the standards of Section 19.20.236b is available on-site. Evidence provided to prove availability of potable water shall include:
 - (1) Existing county data; or
 - (2) A report submitted by a registered hydrologist, geologist or county- and state-licensed well driller; or
 - (3) Satisfactory evidence from a test well drilled on the parcel.

No final building inspection for a dwelling shall be approved until the dwelling is connected to an operating water supply approved pursuant to this section. [Amended 1988, Ord. 2351]

19.20.240 - Water Conservation Provisions. The requirements in this section shall apply to all new installations and, where specifically required, to existing structures.

- a. **Water fixtures.** Water fixtures shall comply with current requirements of the California Energy Commission and Department of Water Resources.
- b. **Existing structures.** In existing buildings, replacement water fixtures shall conform to the above requirements. In addition, all fixtures in an existing building shall be brought into conformance with these requirements when an alteration of that building meets either of the following criteria:

SLO Co. ORD

FPD - 2001

21.03

(f) Water supply.

(1) Water provision for proposed parcels of less than sixty acres. Prior to the approval of a tentative parcel or tract map for a subdivision creating any parcel of less than sixty acres, sufficient evidence shall be submitted to the county health department showing that water adequate for domestic (human consumption) uses is available on-site or from an approved water purveyor to serve the uses proposed for each parcel. Prior to the recordation of the parcel map or tract map for any subdivision containing any parcel of less than sixty acres, the county health department shall certify for each such parcel less than sixty acres created that an adequate on-site water supply intended for domestic uses, including operable facilities, or water from an approved water purveyor meeting the domestic standards of the California Domestic Water Quality and Monitoring Regulations (California Code of Regulations, title 22, sections 64401 et seq.) exists and is available. When service is by a public water system as defined by section 64411 of title 22 of the California Code of Regulations, construction of the required improvements may be delayed, when approved by the county health department, through preparation of plans, posting of bonds, and preparation and execution of subdivision and inspection agreements in accordance with Sections 21.05.040, 21.05.045, 21.05.050 and 21.05.055 of this title.

64411 repealed

see section 21.05.040 et seq.

needs review

(2) Water provision for proposed parcels of sixty acres or greater. Prior to recordation of the parcel map or tract map for any subdivision creating parcels of sixty acres or greater, sufficient evidence shall be submitted to the county health department showing that water adequate for domestic uses is available on-site or from an approved water purveyor to each such parcel of sixty acres or greater.

(3) Whenever the term "sufficient evidence" is used in subparagraphs (1) and (2) above, the evidence shall include ^(a) existing county data, ^(b) a report submitted by a registered hydrologist or geologist ^(c) or a county-licensed well driller, ^(d) or satisfactory evidence from test wells drilled on each parcel, all of which is subject to the approval of the county health department. Where the term "operable facilities" is used in subparagraph (1) above, it shall mean either a test hole or well establishing to the satisfaction of the county health department that such domestic water of sufficient quantity and quality exists and is available. For domestic water provided from an approved public water system or a shared water system, it shall mean that an approved water (main) has been extended to serve each of the parcels created.

shared water well or public Hz system

need clarification on this - can be taken & wrong service later!

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 15, 2001

AGENDA ITEM
AUG 15 2001



AMENDMENT OF REVENUE SHARING AGREEMENT

ITEM

Request from Nipomo Oaks to amend Section 1 of the Revenue Sharing Agreement (lease site agreement) for the standpipe water storage facility.

BACKGROUND

District legal counsel received a voice mail on August 7, 2001 to consider amending the existing lease site agreement for the District standpipe site by including an additional paragraph under Section 1(b) found on Page 2 of the existing agreement. The amendment further relieves the Nipomo Oaks (Melschau) of any further liability with respect to the cell site installations. Staff would accept the first sentence of the proposed amendment, but not the remaining portion of the paragraph.

RECOMMENDATION

After the Board has reviewed the amendment with legal counsel, they may direct staff how to proceed.

Board 2001\cell site agreement.DOC

TO Doug

DIEHL & RODEWALD

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1043 PACIFIC STREET
SAN LUIS OBISPO, CALIFORNIA 93401

TELEPHONE
(805) 541-1000
TELECOPIER
(805) 541-8870

JOSEPH W. DIEHL, JR.
RODERICK A. RODEWALD
LISA BEUTELLE LAZZARA
SHANNON G. MATHEW

OF COUNSEL
ANNE M. RUSSELL

August 8, 2001

Jon Seitz
Shipsey & Seitz
1066 Palm Street
San Luis Obispo, CA 93401

VIA TELECOPIER

Re: Communication Site Lease Between GTE Mobilnet,
NCSO and Nipomo Oaks

Dear Jon:

I received your voicemail yesterday, and I have enclosed a revised Exhibit A for the above-referenced Site Lease, as well as a revised Revenue Sharing Agreement between our clients, in which a new paragraph has been added at the end of Section 1 to clarify the duties of the parties.

When you have had an opportunity to review these documents, please contact me at your earliest convenience, as my clients are prepared to sign the Site Lease and related documents with this clarification.

Sincerely,

DIEHL & RODEWALD



Roderick A. Rodewald

RAR:sji
cc: Nipomo Oaks (by fax)

Recording Requested By
and When Recorded Return to

**AMENDED AND RESTATED
REVENUE SHARING AGREEMENT**

This Revenue Sharing Agreement (Agreement) is entered into as of May 16, 2000, by and between Nipomo Community Services District, a Public Agency (hereinafter "District") and Nipomo Oaks, a California General Partnership (hereinafter "Nipomo Oaks").

Recitals

On September 13, 1989, District and Nipomo Oaks entered into an Easement Deeds and Water Service Agreement, under which District was granted the right to construct and operate water storage facilities and appurtenances on a perpetual two-acre easement ("Easement") over property owned by Nipomo Oaks. District did construct a water tank on said property, now commonly known as the Hetrick Avenue Water Standpipe (hereinafter "Standpipe"), and District has now been approached by various communications companies with regard to the use of said tank for antenna site leases. The parties acknowledge that the fee interest to the property upon which the Easement and Standpipe are located is now held by Howard F. Mehlschau and Donna G. Mehlschau, Trustees U/D/T Dated June 26, 1992 F/B/O The Mehlschau Family Trust ("Mehlschau Trust"), but that the Mehlschau Trust has assigned to Nipomo Oaks all of its interest to revenues deriving from the use of the Easement, and has granted Nipomo Oaks authority to enter into this Agreement. Such assignment and authority is confirmed in the signature block hereto. Nipomo Oaks has agreed to permit the expansion of the scope of the Easement to include such purposes, provided that Nipomo Oaks share in the revenues derived from said antenna site leases, and subject to the remaining terms and conditions under this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Use of Easement/Revenue Sharing

Nipomo Oaks hereby agrees that the Easement may be used for the installation and operation of telecommunications antenna sites on the Standpipe, and that the scope of the Easement shall be considered to include such use. The parties agree that all revenues deriving from any leases, licenses, or other arrangements made with third parties for the use of the water tank for communications purposes (or for any other purposes which the parties may mutually agree upon) shall be shared as follows:

(a) 15% of the gross revenues shall be retained by District for administrative costs, and District shall be solely responsible for any legal and administrative costs in the preparation and implementation of any agreements with third parties, and the administration and collection of revenues deriving therefrom.

(b) The remaining 85% of any such gross revenues shall be split equally between District and Nipomo Oaks, and Nipomo Oak's share of such revenues shall either be paid directly from the third party lessees/licensees, or shall be paid to Nipomo Oaks by District within ten (10) days from District's receipt of such revenues.

District shall remain solely responsible to maintain the easement, and to enforce any and all obligations under the leases or licenses for telecommunication antenna sites within the easement. While Nipomo Oaks or the Menlochau Trust may be required to execute documentation for such site leases or licenses, District shall indemnify and hold Nipomo Oaks and Menlochau Trust harmless against all liability, demands, claims, costs, losses, damages, and expenses directly or indirectly arising from the existence or performance of said communication site leases, other than as may relate to a breach of the warranty of title by Nipomo Oaks or Menlochau Trust.

Section 2. Coordination of Inquiries

Each party agrees to notify the other of all inquiries for the use of the Standpipe, within five (5) working days of that party's receipt of any such inquiries. Notice may be provided by fax to the contact persons designated in Section 5, below.

Section 3. Negotiation of Agreements

Nipomo Oaks shall be afforded the opportunity to participate in any negotiations with third parties for lease of the Standpipe site, and no agreement for such use shall be entered into without the mutual consent of the parties hereto,

which shall not be unreasonably withheld. Copies of any and all communications between either party hereto and third parties regarding any proposed use of the Standpipe shall promptly be provided to the other party hereto at the address set forth in Section 5, below.

Section 4. Insurance

Any lease or other arrangement with third parties shall include a requirement of insurance coverage in amounts satisfactory to both parties, and shall name Nipomo Oaks, District, and the owner of the underlying fee interest as additional insureds.

Section 5. Notices.

All notices to be given under this Agreement shall be in writing to the following addresses and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon receipt, or

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered upon receipt.

(c) Sent by Facsimile, in which case notice shall be deemed delivered upon confirmation of valid transmission.

Nipomo Oaks: Donna Mehlschau FAX: (805) 929-2425
101 Mehlschau Road
Nipomo, CA 93444

Nipomo Community Services District:

Attn: Mr. Doug Jones
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice.

Section 6. Assignment.

This Agreement shall not be assigned by either party without the prior written approval of the other.

Section 7. Attorney Fees.

If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

Section 8. Entire Agreement

This instrument contains the entire agreement of the parties; any previous understandings of the parties regarding the subject matter of this Agreement are expressly declared void and are superseded by this Agreement.

Section 9. Time of Essence.

Time is of the essence for each condition, term, and provision in this Agreement.

Section 10. Counterparts.

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

Section 11. Severability.

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

Section 12. Waivers.

A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

State of)
) ss.
County of)

On _____, 2001, before me,
_____, personally appeared
_____, personally known to me or
proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

State of)
) ss.
County of)

On _____, 2001, before me,
_____, personally appeared
_____, personally known to me or
proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

State of)
) ss.
County of)

On _____, 2001, before me,
_____, personally appeared
_____, personally known to me or
proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Section 13. Construction.

Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

Section 14. Governing Law

This Agreement shall be governed and construed in accordance with California law.

Section 15. Arbitration

All claims, disputes, and other matters in question arising out of, or relating to this Agreement or a breach thereof, shall be decided by arbitration in San Luis Obispo, California, in accordance with the construction industry arbitration rules of the American Arbitration Association. Judgment on the award rendered by such arbitrator(s) may be entered in any court having jurisdiction.

The parties have executed this Agreement as of the date first written above.

NIPOMO OAKS, a California
General Partnership

By _____
Donna Mehlschau

NIPOMO COMMUNITY SERVICES
DISTRICT

By: _____
Doug Jones

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: AUGUST 15, 2001

AGENDA ITEM

AUG 15 2001



CELL SITE LEASE AGREEMENT

ITEM

Review cell site lease agreement between NCSD, Nipomo Oaks and GTE Mobilnet

BACKGROUND

The District has been approached by a number of cell site operators to lease the District standpipe for a communications facility for their operation. District legal counsel has been negotiating a lease agreement with GTE Mobilnet of Santa Barbara (dba Verizon) represented by Tacit Communications. Attached is a copy of the agreement for the Board's review. Legal counsel will review the agreement with your Honorable Board.

RECOMMENDATION

After the review of the agreement and public comments are taken, staff recommends that your Honorable Board approve the agreement by adopting the attached Resolution No. 2001-GTE.

Board 2001\Cell site GTE.DOC

JON S. SEITZ
MICHAEL W. SEITZ

SHIPSEY & SEITZ, INC.
A LAW CORPORATION
1066 PALM STREET
POST OFFICE BOX 953
SAN LUIS OBISPO, CALIFORNIA 93406
(805) 543-7272 FAX (805) 543-7281
JON S. SEITZ
District Legal Counsel
Nipomo Community Services District

JOHN L. SEITZ
(1924-1986)
GERALD W. SHIPSEY
(RETIRED)

August 2, 2001

DOUG JONES, GENERAL MANAGER
NIPOMO COMMUNITY SERVICES DISTRICT
P.O. Box 326
Nipomo, CA 93444

RE: Verizon Communication Site Lease and License Agreement

Dear Doug:

Please find enclosed the following documents:

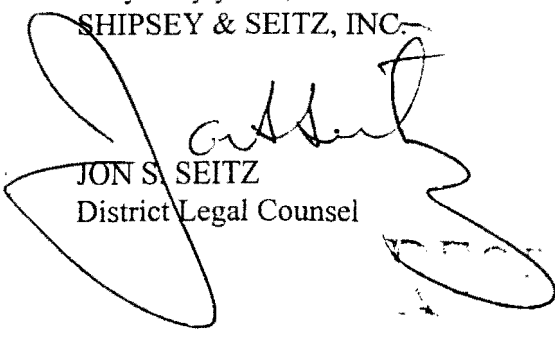
1. Three original Communication Site Lease and License Agreements for signature;
2. A Memorandum of Lease and License Agreement; and
3. ~~A Consent of Master Lessor to the Cost Sharing Agreement.~~

This matter should be placed on the next Agenda. By copy of this letter to Donna Mehlschau I am requesting that she and Howard come by the District office and sign the Agreements (Note: the Memorandum of Lease requires that the signatures be notarized).

I note that the Cost Sharing Agreement referenced in paragraph 3 was not included in the packet, I will be contacting Verizon for a copy of the Agreement for approval prior to Board consideration.

If you should have questions, please call.

Very truly yours,
SHIPSEY & SEITZ, INC.


JON S. SEITZ
District Legal Counsel

JSS/cm
Enclosure

cc: Donna Mehlschau w/o enclosures via facsimile
Rick Rodewald, Esq. w/o enclosures via facsimile

RESOLUTION 2001-764

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING A COMMUNICATION SITE LEASE AGREEMENT
WITH GTE MOBILNET OF SANTA BARBARA LIMITED
PARTNERSHIP dba VERIZON WIRELESS**

WHEREAS, the District's facilities locations, due to their height and location, are advantageous for the installation of radio communication facilities, and

WHEREAS, the District has been approached by wireless phone companies to lease an area to install communication facilities at the District water storage tank, and

WHEREAS, the District Board of Directors and staff have reviewed the lease agreement with GTE Moblenet of Santa Barbara Limited Partnership, dba Verizon Wireless..

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. Approves the communication site lease agreement with GTE Mobilnet of Santa Barbara Limited Partnership, dba Verizon Wireless.
2. That the President of the Board is instructed to execute the contract on behalf of the District, after others have executed the agreement.

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

AYES: Directors
NOES:
ABSENT:
ABSTAIN:

the foregoing Resolution is hereby adopted this 15th day of August, 2001.

Robert L. Blair, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

COMMUNICATIONS SITE LEASE AND LICENSE AGREEMENT

This Communications Site Lease and License Agreement ("Agreement") is entered into this _____ day of _____ 2001, between GTE MOBILNET OF SANTA BARBARA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS, ("Lessee" and/or "Licensee"), and NIPOMO COMMUNITY SERVICE DISTRICT, a public agency ("District" or "Licensor") and NIPOMO OAKS, a California General Partnership ("Lessor") with reference to the following recitals:

RECITALS

Pursuant to an Easement Deed and Water Service Agreement affecting Real Property (herein "Easement Agreement") recorded as Document 63018 with the San Luis Obispo County Recorder's Office between the Nipomo Community Service District and Nipomo Oaks, a General Partnership, the District owns an easement interest in perpetuity to the real property ("Property") described in Exhibit A attached hereto:

- A. Pursuant to the Easement Agreement, District operates a municipal water tank and appurtenant facilities on the Property (herein the "Standpipe").
- B. The Property and the Standpipe are herein referred to as the Premises.
- C. Lessee/Licensee desires to construct and operate Lessee Facilities as more particularly described in Section 6A below on the Premises.
- D. Now for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES.

(A) Subject to the terms and conditions herein stated Lessee/Licensee is granted the following interests in the Premises:

- (1) The District hereby grants a non-exclusive license to use the Standpipe to operate antennas as shown on the Antenna Plan depicted on Exhibit A-1 attached hereto and incorporated herein by reference.
- (2) Lessor hereby leases approximately 300 square feet of land together with the non-exclusive right for ingress and egress, and for utility easements necessary for power and telephone services to the communications site; and for the space necessary for the installation and

maintenance of the facilities to be shared with Cox PCS and other future Lessee/Licensees on the Property, designated as the "Premises" on the Site Plan depicted on Exhibit A-1.

(B) Reservations to Lessor/Licensor:

Licensee/Lessee further accepts the Premises subject to any and all existing easements and encumbrances. Lessor/Licensor reserves the right to install, lay, construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across and under and along the Premises or any part thereof, and to enter the Premises for any and all purposes related to District operations. Lessor/Licensor agree that the execution of said rights will not unreasonably interfere with Licensee's operation of its telecommunication facility.

(C) Condition Precedent to Construction.

Prior to construction/placement of operational antenna or other Lessee Facilities at the Premises, Lessee/Licensee shall:

1. Submit structural calculations to District, for District approval, verifying that the Lessee Facilities attached or mounted to the Standpipe shall not damage or injure the Standpipe;
2. Submit structural calculations to the District, for District approval, verifying that the antenna brackets will not fail under wind loads; and
3. Submit a sketch, for District approval, for electrical services to Lessee Facilities.

2. USE OF PREMISES

(A) Permitted Uses:

The Premises may be used by Lessee/Licensee for any activity in connection with the provision of communications services as further stated in Section 6 below. Lessor/Licensor agrees to cooperate with Lessee, at Lessee's sole cost and expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

(B) Restrictions and Prohibitions

- (1) Lessee/Licensee shall not use the Premises for any purpose other than that stated in subparagraph (a) above.

- (2) Lessee/Licensee shall comply promptly with all applicable laws, rules and regulations regarding the use of the Premises including but not limited to the provisions of the Federal Communications Commission (FCC).
- (3) Lessee/Licensee agrees and covenants to use, and to continue to use throughout the term of this Agreement, the best technology available relating to Lessee Facilities that:
 - i. Is consistent with Public Health and Safety; and
 - ii. Tends to eliminate interference or potential interference with other Lessee/Licensees or future Lessee/Licensees' use of the Premises.
- (4) Lessee/Licensee shall not permit the use of the Premises in any manner that will:
 - i. tend to create or permit any waste or nuisance; or
 - ii. invalidate or cause cancellation to or be in conflict with fire or other hazard insurance covering the Premises.
- (5) Other than the substances identified on Exhibit B (herein "Approved Substances"), Lessee/Licensee shall not cause or permit any hazardous material or toxic substance to be brought upon, kept or used in or about the Premises by Lessee/Licensee's agents, employees, contractors, or invitees without the prior written consent of Lessor/Licensor.

As used herein, the terms "hazardous materials and/or toxic substances" mean (A) any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal government or special district, (B) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water Pollution Control Act (33 USC Section 1317), (C) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 USC Section 6901, et seq. (42 USC Section 6903), (D) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq. (42 USC Section 9601), (E) defined as a "hazardous waste" or as a "hazardous substance" pursuant to Section 25117, 25316 or 25821(d) of the California Health and Safety Code, or (F) any infectious wastes or substances. References herein to specific statutes or laws shall also be references to any amendments of or applicable successor statutes or laws.

- (6) Lessee/Licensee shall construct, repair and operate the Lessee Facilities (as described in Section 6(a) below) in such a manner that will not cause interference to District's operations of the Standpipe including interference with District's SCADA system and other systems.
- (7) Subject to the provisions of Section 7 below, Lessee/Licensee's use of Premises and Lessee Facilities may be interrupted from time to time for District maintenance of the Premises including the Standpipe. Said maintenance may require the temporary removal of Lessee's Facilities from the Standpipe. During such temporary removal Lessee/Licensee shall have the right to install and operate a temporary communications facility on the property at a location deemed suitable for its continued operations.
- (8) Lessee/Licensee is prohibited from attaching any ground wire or wires through the Standpipe or other District Facilities. Lessee/Licensee shall be liable for any damages to District's property occasioned by such ground wire attachments.
- (9) Lessee/Licensee shall not use the Premises as a microwave transmission facility, nor place any signage, logos or graphics on the Premises, except for signage required by law, without Lessor/Licensors's prior written consent.
- (10) Lessee/Licensee shall not alter existing structures or facilities located on the Premises without the prior written consent of District. Said consent shall not be unreasonably withheld, conditioned, or delayed.

3. TESTS AND CONSTRUCTION.

Lessee shall have the right at any time, following the full execution of this Agreement, to enter upon the Premises for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests (collectively, "Tests") and constructing the Lessee Facilities (as defined in Paragraph 6(a) below). Lessee shall comply with the repair provisions of Paragraph 15 below during and after all Tests and construction work.

4. TERM.

The term of this Agreement shall be five (5) years commencing on the first (1st) day of the month following the date this Agreement is executed by all parties ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for four (4)

successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor/Licensors of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. RENT.

(A) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor/Licensors as rent and license fees in a total amount of One Thousand Seven Hundred Eighty Dollars (\$1,780.00) per month (herein "Rent or Base Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable as follows:

(1) 57.5% of the monthly rent shall be payable to Nipomo Community Services District at the address identified in Section 22(E) below.

(2) 42.5% shall be payable to Nipomo Oaks at the address identified in Section 22(E) below.

(B) On the anniversary date of the Commencement Date ("Adjustment Date") for the full term of this Lease, including any extensions, the Base Rent shall be increased, but not decreased, for the term of this Lease, by the same percentage increase by which the Consumer Price Index for All Urban Consumers San Francisco-Oakland Metropolitan Area, Bureau of Labor Statistics, United States Department of Labor, 1982 = 100 ("Index"), published immediately before the Adjustment Date, increases over the Index which was published immediately before the Commencement Date, provided, however, that in no event shall the increase exceed five percent (5%) and in no event shall the increase be less than three percent (3%) of the Base Rent (or, after the first adjustment, the Adjusted Rent, as hereafter defined) payable for the year immediately prior to the Adjustment Date. The Base Rent as so adjusted shall be the Adjusted Rent. If the Index shall no longer be published, another Index generally recognized as authoritative for purposes of this paragraph shall be substituted.

(C) Rent payments made after the tenth (10th) day of any month shall be considered delinquent, and shall accrue interest at the rate of ten percent (10%) per annum on the delinquent account. If the tenth (10th) day of the month is on a Saturday, Sunday or holiday, then Lessee has until the next business day for the payment to be received by Lessor/Licensors.

6. FACILITIES; UTILITIES; ACCESS; AND MAINTENANCE.

(A) Lessee/Licensee has the non-exclusive right to erect, maintain and operate on the Premises radio communication facilities,

including utility lines, transmission lines, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas on the Standpipe, supporting equipment and structures thereto as shown on Exhibit A-1 attached hereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, and maintain the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good workmanlike manner by duly licensed contractors. Except as otherwise specified herein, title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement. Should Lessee fail to remove the Lessee Facilities from the Premises within thirty (30) days of the expiration or earlier termination of this Agreement, Lessor/Licensors may remove and store the Lessee Facilities at Lessee's sole cost and expense. If Lessee does not claim the Lessee Facilities, and provided that Lessor/Licensors has given Lessee and any third party financing entity sixty (60) days prior written notice, the Lessee Facilities shall be deemed abandoned. Lessee shall post a Twenty-Five Thousand Dollars (\$25,000) surety bond for removal of the Lessee Facilities. The aforementioned surety bond shall be in effect for the initial five (5) year term of this Agreement. Lessee agrees to increase the amount of the bond for each Renewal Term in the same proportion that rent increases in said Renewal Term.

- (B) Subject to the other provisions of this Agreement, Lessee/Licensee shall have exclusive use of the specific antenna locations identified in Paragraph 1(A)(1) above.
- (C) Lessee shall pay for the electricity and all other utility services it consumes or uses in its operations at the rate charged by the servicing utility company. Any electrical upgrade, if necessary, shall be at Lessee's sole cost and expense. Lessee shall obtain separate utility service and meters from any utility company that will provide services to Lessee's facilities on the Premises. Lessor/Licensors agrees to reasonably cooperate with Lessee to allow utility companies to provide such service to the Premises, provided that there is no cost or expense to Lessor/Licensors.
- (D) Lessee, Lessee's employees, agents, subcontractors, and contractors shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. However, except for emergency work, Lessee shall give District reasonable notice (by telephone or otherwise) of all installation and repair work to be performed on Lessee's facilities located on the Premises.

(E) At Lessee's sole expense:

1. The initial installation and routine maintenance of Lessee Facilities that are attached or connected to the Standpipe shall be conducted under the supervision of a Certified Tank Inspector, with a report, delivered to the District, as to work accomplished and damage, if any, to the Standpipe.
2. Emergency maintenance on Lessee Facilities located on the Standpipe shall be inspected by a Certified Tank Inspector, with a report delivered to District as to any damage, if any, to the Standpipe.

(F) Licensor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Licensor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. Lessee has inspected the access roads as of the Commencement Date and agrees that said access roads are acceptable within the meaning of this subparagraph.

(G) Lessee/Licensee shall maintain the security fence at the Premises and install and maintain landscaping in accordance with plans and specifications approved by District.

(H) Lessee shall not permit any mechanics', materialmen's, or other liens to be filed against the Premises, nor against the real property upon which the Premises are located. Lessee covenants and agrees that any lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Lessee, will be discharged by Lessee, by bond or otherwise, within 30 days after the filing thereof, at the cost and expense of Lessee.

7. NOTICE:

(A) In non-emergency situations, District shall provide Lessee/Licensee with thirty (30) days' notice of repair and/or maintenance work identified in Section 2(B)(7) above. Lessee/Licensee shall be responsible for removing affected antenna and other facilities. If Lessee/Licensee does not remove the antenna and facilities, District is authorized to remove them.

(B) In emergency situations, District shall provide Lessee/Licensee with notice that is practical under the circumstances. If circumstances dictate, District shall have the right to remove the affected antenna and other facilities immediately, without notice to Lessee/Licensee, and shall then notify Lessee/Licensee of such removal as promptly as possible, or by the next business day at a minimum.

(C) Licensee/Lessee shall hold District, its agents and employees harmless and indemnify District for any damages occurring to its antenna and other facilities due to District's exercise of its rights to remove antenna and other facilities pursuant to subparagraph (A) or (B) above.

8. TAXES.

If personal property taxes, or other possessory taxes, are assessed, Lessee shall pay any portion of such taxes which are attributable to the Lessee Facilities. Lessee shall reimburse the fee owner for any increases in real property taxes which are assessed as a result of Lessee's use, occupancy or improvements to the Premises. As a condition of Lessee's obligation to pay such increases, Lessor/Licensors shall first provide to Lessee the documentation from the taxing authority indicating the increase is due to lessee's use, occupancy or improvements.

9. WAIVER OF LESSOR/LICENSOR'S LIENS.

Lessor/Licensors waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor/Licensors's consent.

10. TERMINATION.

(A) This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; (ii) by Lessee/Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; or (iii) by Lessee/Licensee if Lessee/Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies. Should this Agreement be terminated pursuant to this Paragraph 10, Lessee/Licensee shall pay the Rent due up to the effective date of termination.

(B) Upon termination, Lessee/Licensee will return the Premises to its same condition as prior to Lessee/Licensee installation.

11. DESTRUCTION OR CONDEMNATION.

If the Premises or Lessee/Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee/Licensee may elect to terminate this Agreement as of the date of such damage, destruction, condemnation or transfer in lieu of condemnation, by giving notice to Lessor/Licensors no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

12. INSURANCE.

Lessee/Licensee, at Lessee/Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, on an "occurrence basis", bodily injury and property damage insurance, as well as automobile liability insurance, with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee/Licensee, its employees, agents, subcontractors, lenders and invites arising out of or in connection with Lessee/Licensee's use of the Premises, all as provided for herein. Lessor/Licensor and the owner of the fee interest to the underlying real property shall be named as an additional insured on Lessee/Licensee's policy. Lessee/Licensee shall provide to Lessor/Licensor a certificate of insurance evidencing the coverage required by this paragraph prior to entering the Premises. The policy shall include a provision that it shall not be subject to cancellation or subject to reduction of coverage except after twenty (20) days prior to written notice to Lessor/Licensor.

13. ASSIGNMENT AND SUBLETTING.

Lessee/Licensee will not assign or transfer this Lease or sublet all or any portion of the Premises without the prior written consent of District, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee/Licensee shall have the right to sublease or assign its rights under this Lease to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all the assets of Lessee/Licensee, with notice to District and Nipomo Oaks.

14. WARRANTY OF TITLE.

Recitals A through D are incorporated herein by reference and are warranted to be true by District and Lessor. Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and Lessor and Licensor covenant that they have full authority to enter into and execute this Agreement.

15. REPAIRS.

Lessee/Licensee shall promptly make repair all damage to the Premises caused by Lessee/Licensee's actions or inactions, including but not limited to Lessee/Licensee's tests and/or Lessee/Licensee's construction, use, operation and maintenance of Lessee/Licensee's Facilities.

16. COLLOCATION.

Lessee/Licensee acknowledges that Lessor/Licensor may elect to enter into agreements with other wireless telecommunications

operators, and that Lessee/Licensee may be required to share certain common facilities with such operators. It is the intent of the Lessor/Licensors to consolidate and coordinate all such wireless telecommunications facilities at the Property in a logical manner in order to maximize use of space and minimize the impact (visual and otherwise) of wireless telecommunications equipment and antennas. Lessee/Licensee acknowledges that it has no exclusive rights for operating a wireless telecommunications facility on the Property and that the Lessor/Licensors shall have the right to enter into leases, licenses, permits, and agreements with other telecommunications operators. Lessee/Licensee agrees to reasonably cooperate with the other wireless telecommunications operators and the Lessor/Licensors to coordinate efficient collocation of equipment and antennas and to promptly resolve any interference issues that may arise due to the presence of multiple operators. Lessee/Licensee shall operate within its FCC-approved frequencies and shall not materially alter the nature of its use or transmissions, or otherwise unreasonably interfere with the operations of any other wireless telecommunications operators on the Property.

17. INTERFERENCE.

At all time during the term of this Agreement, Lessee/Licensee agrees to use equipment of a type and tuned to a frequency that will not cause interference to Lessor/Licensors's other Licensees on the Site, and agrees to make no changes in or to its equipment or to its frequencies without the prior written consent of Lessor/Licensors. Said consent shall not be unreasonably withheld, conditioned, or delayed.

If, in the sole reasonable judgment of Lessor/Licensors, Lessee/Licensee's equipment causes interference in violation of this paragraph, Lessee/Licensee shall take all steps necessary to correct or eliminate such interference. In the event of radio frequency interference, where the Lessee/Licensee is found to be responsible or partially responsible, Lessee/Licensee shall be liable for all or part of the cost to correct those matters that caused the interference. If such interference cannot be corrected within seventy-two (72) hours, then Lessor/Licensors may require Lessee/Licensee to shut down its equipment immediately. If Lessee/Licensee does not shut down its equipment within the period required by Lessor/Licensors, then Lessor/Licensors may shut down Lessee/Licensee's equipment. If such interference cannot be corrected within ten (10) days of Lessee/Licensee's being informed by Lessor/Licensors of such interference, Lessor/Licensors may, in its sole discretion, terminate this Agreement or, alternatively, Lessor/Licensors may require that Lessee/Licensee cease operation of its equipment until such interference can be corrected or eliminated, at which time Lessee/Licensee may resume operation of its equipment, or Lessor/Licensors may remove the specific item of equipment causing such interference, in which latter case the Monthly License Fee shall be reduced proportionately. Lessee/Licensee shall indemnify Lessor/Licensors and hold it harmless from all expenses, costs, damages, loss, claims or other

liabilities arising out of said shutdown, unless said shutdown was the result of Lessor/Licensors' gross negligence or willful misconduct. Lessee/Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Lessor/Licensors) until the interference has been corrected to the satisfaction of Lessor/Licensors.

18. LIABILITY AND INDEMNITY.

Lessee/Licensee shall exonerate, hold harmless, indemnify, and defend Lessor/Licensors and its directors, officers, agents, partners and employees, as well as the owners of the fee interest in the underlying property from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorneys' fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature (collectively, "Claims") arising out of or resulting from: 1) operations or performance under this Agreement by Lessee/Licensee or its officers, directors, employees, contractors, subcontractors, lenders or agents, including, without limitation, the use, occupancy or enjoyment of the Premises by Lessee/Licensee or any work, activity or other things allowed or suffered by Lessee/Licensee or Lessee/Licensee's directors, officer, employees, contractors, subcontractors, lenders or agents, invitees or lenders; or 2) any injury to or the death of any person or any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessee/Licensee or its directors, officers, employees, contractors, subcontractors, lenders or agents, including, without limitation, the use, occupancy or enjoyment of the Premises by Lessee/Licensee or any work, activity or other things allowed or suffered by Lessee/Licensee or Lessee/Licensee's directors, officers, employees, contractors, subcontractors, lenders or Agents on the Premises. Neither the expiration or earlier termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Lessee/Licensee from its obligation to indemnify, as to any Claim, so long as the event upon which the Claim is predicated shall have occurred prior to the effective date of any such expiration or earlier termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Lessee/Licensee, its directors, officers, employees, contractors, subcontractors, lenders or agents or any one of them.

19. NON-DISCRIMINATION.

Lessee/Licensee shall not discriminate against any employee or any applicant for employment because of race, color, national origin, ancestry, religion, sex, sexual orientation or physical or mental handicap of such persons. Lessee/Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, national origin, ancestry, religion, sex, sexual orientation or physical or mental handicap of such persons.

20. MAINTENANCE OF STANDPIPE.

Subject to the other provisions of this Agreement, District will be responsible for maintaining the Standpipe.

21. SUBORDINATION AND NON-DISTURBANCE.

At Lessor's option, this Agreement shall be subordinate to any mortgage or other security interest by Lessor which from time to time may encumber all or part of the Property or Premises; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, Lessor immediately after this agreement is executed, will obtain and furnish to Lessee, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event Lessor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Lessee shall be entitled, as its sole remedy, to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults

22. MISCELLANEOUS.

- (A) This Agreement constitutes the entire Agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- (B) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (C) All of the terms and conditions of this Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (D) Lessor/Licenser agrees to execute a Memorandum of this Agreement which Lessee may record with the appropriate

Recording Officer. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

- (E) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier the address of the respective parties set forth below.

LESSEE/LICENSEE:

GTE MOBILENET OF SANTA BARBARA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(908) 306-7000

LICENSOR:

NIPOMO COMMUNITY SERVICES DISTRICT
C/O General Manager
148 South Wilson, P.O. Box 326
Nipomo, CA 93444
(805) 929-1133

LESSOR:

NIPOMO OAKS, a California Partnership
Donna Mehlschau
101 Mehlschau Road
Nipomo, CA 93444
(805) 929-5037

Lessor/Licensor or Lessee/Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (F) This Agreement shall be governed by the laws of the State of California. The Parties agree that in the event legal action is taken to enforce/interpret any provisions of this Agreement, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.
- (G) The relationship of the parties hereto is that of Lessor/Licensor and Lessee/Licensee, and expressly understood and agreed that Lessor/Licensor does not in any way nor for any purpose become a partner of Lessee/Licensee or joint venture with Lessee/Licensee in the conduct of Lessee/Licensee's business or otherwise.
- (H) In any case where the approval or consent of one party

hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

- (I) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (J) This Agreement may be executed in duplicate counterparts, each of which shall be deemed as original.
- (K) Licensor covenants that Lessee/Licensee, on paying the rent and subject to the terms and conditions of this Agreement shall peaceably and quietly have, hold and enjoy the Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below indicated.

[Signatures appear on following pages]

LESSEE/LICENSEE
GTE MOBILENET OF SANTA BARBARA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

BY Cellco Partnership its general partner

BY: 

NAME: Robert F. Swaine

TITLE: Vice President Network, West Area

DATE: 7-18-01

LICENSOR
NIPOMO COMMUNITY SERVICES DISTRICT

Robert Blair, President of the
Board of Directors

DATE: _____

Attest:

Donna Johnson, Secretary to the
Board of Directors

DATE: _____

LESSOR
NIPOMO OAKS
A California General Partnership

Donna Mehlschau, General Partner

The authority of Nipomo Oaks, a California General Partnership to enter into this Agreement and to receive revenues under it is hereby confirmed by the undersigned fee owners:

Howard Freeman Mehlschau and Donna Gene Mehlschau, Trustees U/D/T dated June 26, 1992 F/B/O the Mehlschau Family Trust

By:

Howard F. Mehlschau, Trustee

Date:_____

and

Donna Gene Mehlschau, Trustee

Date:_____

EXHIBIT A

TANK SITE

That portion of Parcel 1 of Parcel Map CO-85-214, in the County of San Luis Obispo, State of California, filed for record June 10, 1991 in Book 48, Page 26 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the most Westerly corner of the above-mentioned Parcel 1, said point being a 1/2" rebar monument with cap "L.S. 4059"; thence North 48° 00' 00" East along the Northwesterly line of said Parcel 1 (said line being the Basis of Bearings for this description) a distance of 783.42' to the TRUE POINT OF BEGINNING of this description; thence leaving the Northwesterly line of said Parcel 1, South 30° 15' 08" East a distance of 384.11'; thence South 48° 00' 00" West parallel to the Northwest line of said Parcel 1, a distance of 231.74'; thence North 30° 15' 08" West, parallel to the first course of this description, a distance of 384.11' to intersect the Northwesterly line of said Parcel 1; thence North 48° 00' 00" East along the Northeasterly line of Parcel 1 a distance of 231.74' to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 2.00 acres.

TANK SITE ACCESS EASEMENT

That portion of Parcel 1 of Parcel Map CO-85-214, in the County of San Luis Obispo, State of California, filed for record June 10, 1991 in Book 48, Page 26 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

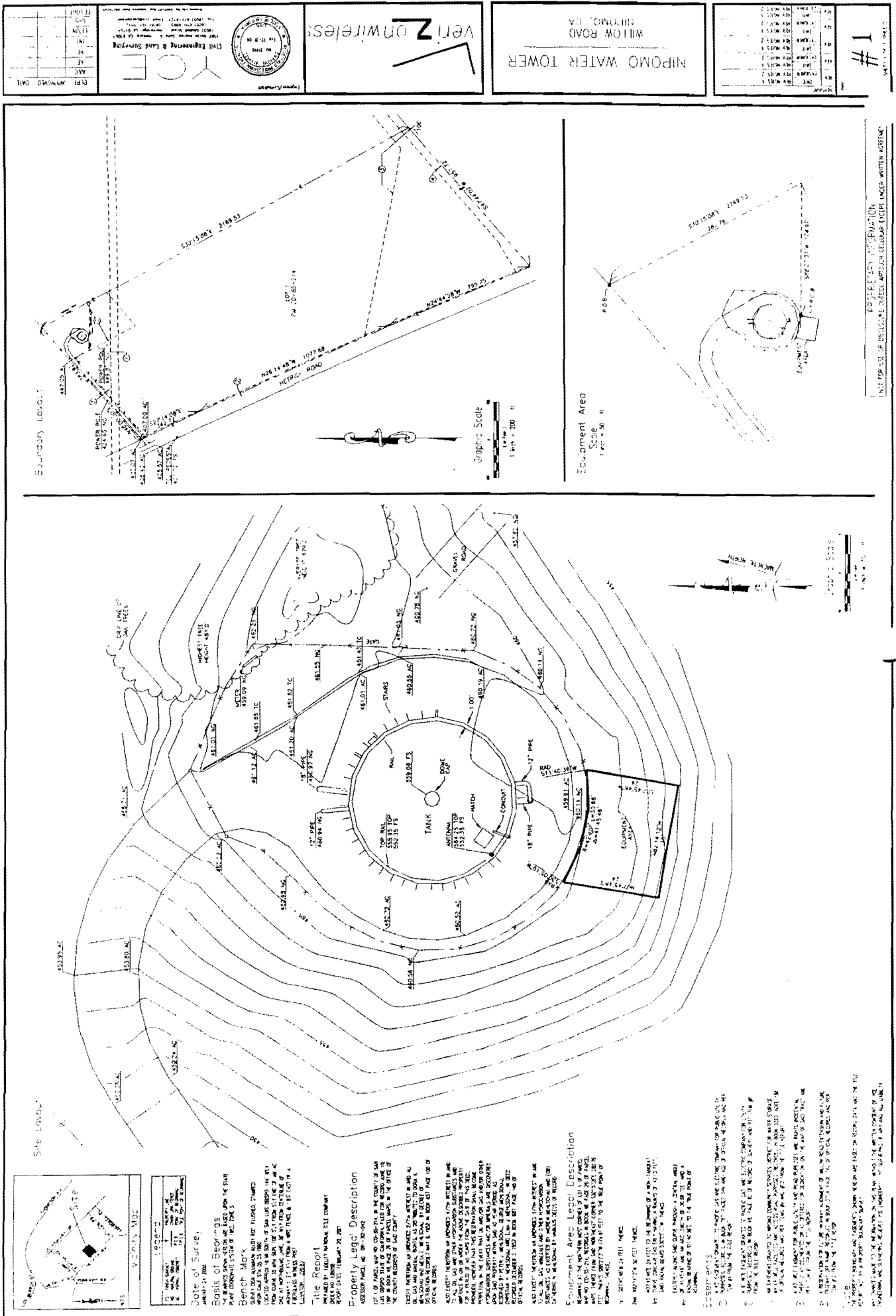
A strip of land, 30 feet in width lying Southeasterly of the following described line:

Beginning at the most Westerly corner of the above mentioned Parcel 1, said point being a 1/2" rebar monument with cap "L.S. 4059"; thence North 48° 00' 00" East along the Northwesterly line of said Parcel 1 (said line being the Basis of Bearings for this description) a distance of 551.68' to the Westerly line of the Tank Site Parcel described above.

The Southeasterly sideline of the hereinabove described 30 foot wide easement shall be lengthened and/or shortened to intersect adjacent property or easement boundaries.

17. The above described parcel of land contains 0.38 acres.

Exhibit A-1



Legend

1	Property Line
2	Survey Line
3	Contour Line
4	Water
5	Tree
6	Structure
7	Spot Elevation
8	Spot Elevation
9	Spot Elevation
10	Spot Elevation
11	Spot Elevation
12	Spot Elevation
13	Spot Elevation
14	Spot Elevation
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50	Spot Elevation

Date of Survey
 11/15/11
 11/16/11
 11/17/11
 11/18/11
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 11/28/11
 11/29/11
 11/30/11

Property Legend Description
 1. The Report
 2. Prepared by: [Name]
 3. Date of Report: [Date]
 4. Property Legend Description
 5. [Detailed description of property legend items]

Equipment Area Legend Description
 1. [Detailed description of equipment area items]

Consent
 1. [Detailed description of consent items]

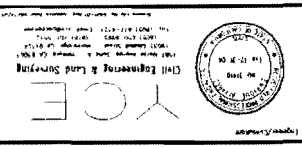
Notes
 1. [Detailed description of notes]

Remarks
 1. [Detailed description of remarks]

Scale
 1 inch = 100 feet

North Arrow
 [North arrow pointing up]

DATE	DESCRIPTION
11/15/11	Survey
11/16/11	Survey
11/17/11	Survey
11/18/11	Survey
11/19/11	Survey
11/20/11	Survey
11/21/11	Survey
11/22/11	Survey
11/23/11	Survey
11/24/11	Survey
11/25/11	Survey
11/26/11	Survey
11/27/11	Survey
11/28/11	Survey
11/29/11	Survey
11/30/11	Survey



Vertical Wireless
 [Logo]

NIPOMO WATER TOWER
 WILLOW ROAD
 WILLOW, CA

NO.	DATE	DESCRIPTION
1	11/15/11	Survey
2	11/16/11	Survey
3	11/17/11	Survey
4	11/18/11	Survey
5	11/19/11	Survey
6	11/20/11	Survey
7	11/21/11	Survey
8	11/22/11	Survey
9	11/23/11	Survey
10	11/24/11	Survey
11	11/25/11	Survey
12	11/26/11	Survey
13	11/27/11	Survey
14	11/28/11	Survey
15	11/29/11	Survey
16	11/30/11	Survey

#1
 NOT FOR CONSTRUCTION
 NOT FOR SALE OR REUSE
 UNDER ANY CIRCUMSTANCES WITHOUT WRITTEN CONSENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Re: Nipomo Cell Site

(Space above this line for Recorder's use.)

MEMORANDUM OF LEASE AND LICENSE AGREEMENT

THIS MEMORANDUM OF LEASE AND LICENSE AGREEMENT evidences that a Communications Site Lease and License Agreement ("Agreement") was entered into as of _____, 2001, between GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless ("Lessee" and/or "Licensee"), and Nipomo Community Service District, a public agency ("District" or "Licensor") and Nipomo Oaks, a California General Partnership ("Lessor"), which terms and conditions of the Agreement are incorporated herein by reference, concerning certain real property located in Nipomo, County of San Luis Obispo, State of California (APN: 091-301-042), which is described in Exhibit "A-1" attached hereto ("Property"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing on the first (1st) day of the month following the date the Agreement is executed by all parties ("Commencement Date"), which term is subject to extensions by Lessee/Licensee pursuant to paragraph 4 of the Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease as of the day and year first above written.

LICENSOR:

Nipomo Community Services District

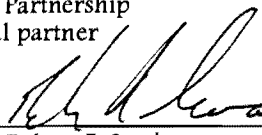
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Lessee/Licensee:

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless

By Cellco Partnership
its general partner

By: 
Name: Robert F. Swaine
Title: Vice President Network, West Area

LESSOR:

Nipomo Oaks, a California General Partnership

By: _____
Name: _____
Title: _____

EXHIBIT A-1

(Description of Property)

Lot 1 of Parcel Map No. CO-85-214, in the County of San Luis Obispo, State of California, filed for record June 10, 1991 in Book 48, Page 26 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT therefrom an undivided 2/7th interest in and to all oil, gas and mineral rights, as distributed to Dora K. Mehlschau and Meta E. Mehlschau, by Decree of Distribution recorded May 8, 1952 in Book 657, Page 100 of Official Records.

ALSO EXCEPT therefrom an undivided 4/7th interest in and to all oil, gas and other hydrocarbon substances and minerals in, on or under the above described property for a period of 40 years from the date of this deed, provided, however that this reservation shall become perpetual in the event that oil and/or gas and/or other hydrocarbon substances and/or minerals are discovered upon said property within said 40 year period, as reserved by Peter J. Mehlschau, George Mehlschau, Christian H. Mehlschau and Elma J. Mehlschau, in deed recorded December 3, 1952 in Book 687, Page 140 of Official Records.

ALSO EXCEPT therefrom an undivided 1/7th interest in and to all oil, gas, minerals and other hydrocarbon substances, as excepted by Andrew Mehlschau and (or) Catherine H. Mehlschau by various deeds of record.

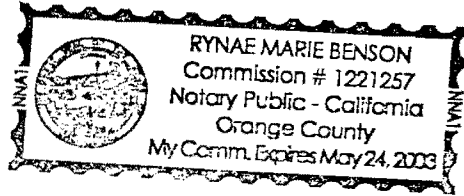
Assessor's Parcel No: 091-301-042

Initial

State of California
County of Orange) ss.

On 7.20, 2001, before me, Rynae Marie Benson notary public, personally appeared Robert F. Swartz personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature Rynae Marie Benson



State of _____)
County of _____) ss.

On _____, 2001, before me, _____, notary public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature _____ (Seal)

State of _____)
County of _____) ss.

On _____, 2001, before me, _____, notary public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature _____ (Seal)

Initial

Job No.



WATER
 WASTEWATER
 STREETS & ROADS
 STORM DRAINAGE
 LAND DEVELOPMENT
 IRRIGATION DISTRICTS
 AGRICULTURE
 ENERGY SERVICES

286 W. Cromwell Avenue
 Fresno, CA 93711-6162
 559 449-2700 FAX 559 449-2715
 e-mail: rhopkins@ppeng.com

FAX TRANSMITTAL

To: Lisa / Doug
 From: Randy Hopkins
 Subject: San Luis Bay Apartments
 As-Built Information
 Date: 8/10/01

Fax: (805) 929-1932

No. of pages 2
 (including this page):

Original to follow by mail: No

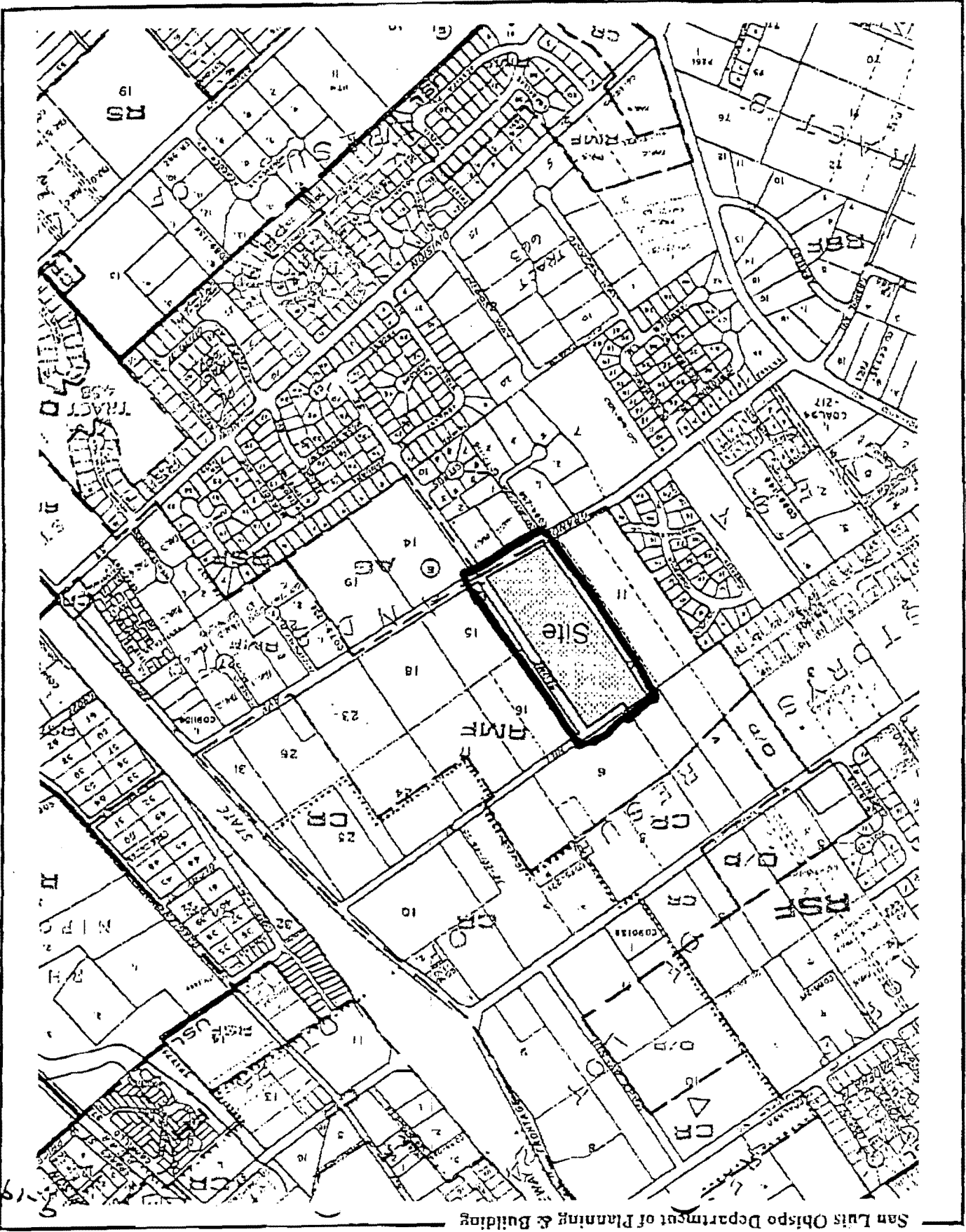
COMMENTS:

Lisa,

We are working on an apartment project on the southwest corner of Grande & Blume. There is an existing sewerline in Grande Ave with a manhole at the intersection of Grande & Blume. We would like to get any as-built / design information available for this sewerline. I have attached a Land Use Map showing the location of the site. If you have any questions please contact me.

Thank you,
 Randy Hopkins

Should you not receive all the pages, please call us as soon as possible at (559) 449-2700.



TO: BOARD OF DIRECTORS
FROM: DOUG JONES *D*
DATE: AUGUST 15, 2001

AGENDA ITEM

AUG 15 2001



SEWER REIMBURSEMENT AGREEMENT
ASHLAND LANE
NEWDOLL

ITEM

Set a Public Hearing and review the cost spread for developer-installed sewer line in Ashland Lane.

BACKGROUND

Mr. Robert Newdoll (developer) has installed a sewer line in Ashland Lane. Mr. Newdoll has requested a reimbursement for the improvements that benefit others.

The developer has presented the District with invoices for the cost of constructing the sewer improvements. The costs have been spread to lots which benefit from the improvements, which are shown on Exhibit "A" Sewer Reimbursement diagram. The pro-rata share for each lot is \$8,081.60.


The following procedure should be followed:

1. A Notice is sent to each of the benefiting property owners about their reimbursement costs.
2. The property owners are allowed 14 days from the date of mailing to protest the spread.
3. The engineer would prepare a report on any protests received.
4. A Public Hearing is to be set to hear any comments on the sewer reimbursements, after which the Board may consider approving the pro-rata share of costs per lot.

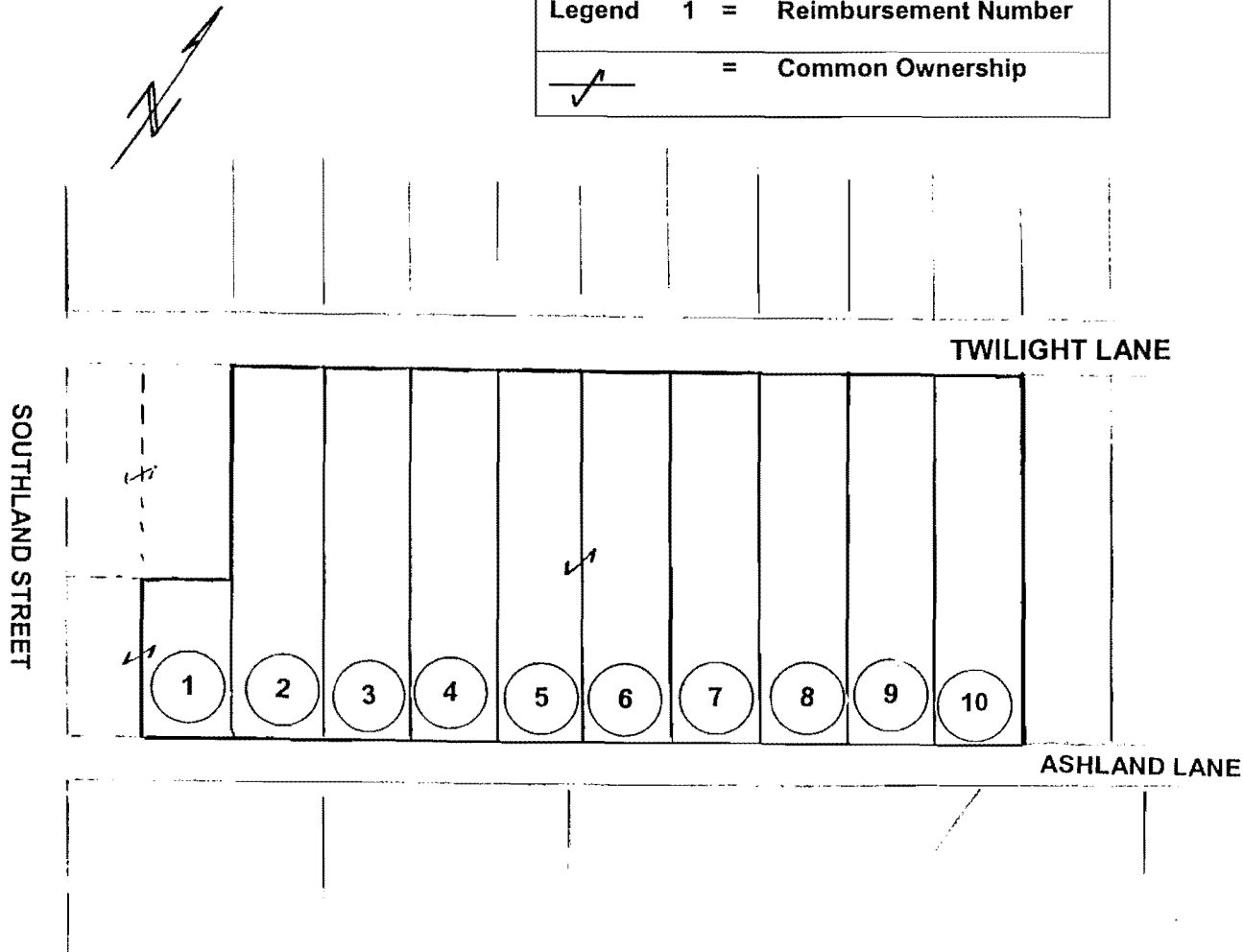
RECOMMENDATION

It is recommended that your Honorable Board set a Public Hearing for September 19, 2001 for the reimbursement cost spread for the Ashland Lane sewer.

**EXHIBIT 1
SEWER REIMBURSEMENT SPREAD DIAGRAM
ASHLAND LANE AREA**

REIMBURSEMENT FORMULA Cost spread equally to each lot	
Cost per lot =	\$ 8,081.60
Legend 1 =	Reimbursement Number
 =	Common Ownership

SEWER REIMBURSEMENT SPREAD ASHLAND LANE, NIPOMO, CA	
Reimbursement No.	Assessor's Parcel No.
1	092-361-016
2	092-361-020
3	092-361-019
4	092-361-002
5	092-361-033
6	092-361-033
7	092-361-034
8	092-361-032
9	092-361-029
10	092-361-028



NIPOMO COMMUNITY



SERVICES DISTRICT

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
RICHARD MOBRAATEN, DIRECTOR
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL
LEE DOUGLAS, MAINTENANCE SUPERVISOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Email address - NCSD@ix.netcom.com

NOTICE OF PUBLIC HEARING ASHLAND LANE SEWER LINE IMPROVEMENTS

APN «APN»

August 15, 2001

«OWNER»

«Address1»

«CityStatePostalCode»

Dear Property Owner:

R. H. Newdoll Construction Co. (developer) has installed a sewer line in Ashland Lane and has requested reimbursement for some of the costs. The District accepted the Offer of Dedication and the sewer improvements on July 18, 2001

Pursuant to District Code Section 5.01.010, any lot or property, which in the future may be served by this sewer line, will be required to reimburse the Developers a pro-rated share of the cost of constructing the sewer line. The District has determined that your property is to be included in the developer-installed sewer reimbursement area. Attached is a copy of the reimbursement boundary area and sewer reimbursement spread. The cost is spread equally among all the lots. This spread is made per buildable size lot regardless of the number of lots owned.

The Board of Directors set a Public Hearing on the proposed reimbursement allocations for Wednesday, September 19, 2001 at 10:30 a.m. in the District Board Room at 148 South Wilson Street, Nipomo, California. The Board will take public testimony before making their final determination on the proposed reimbursement allocation.

If you wish to protest your pro-rated share, the reason for your protest must be in writing and received at the District office no later than 14 calendar days from the date of this notice. A protest will be considered only with the division or spread of the actual construction costs between or among the properties to be included in the area subject to the pro-ration procedure. A protest shall not be concerned with the actual construction costs unless the protester can demonstrate fraud or willful concealment of the actual cost information as presented by the applicant or his agent to the District's engineer. The reimbursement period expires ten years after the District's acceptance of the improvements.

If you connect to the sewer line, the District will require you to pay the Ashland Lane and Southland Street sewer reimbursement fee, as well as the District's standard Sewer Capacity Fee per lot. The Sewer Capacity Fee is currently \$2,500 per single family unit.

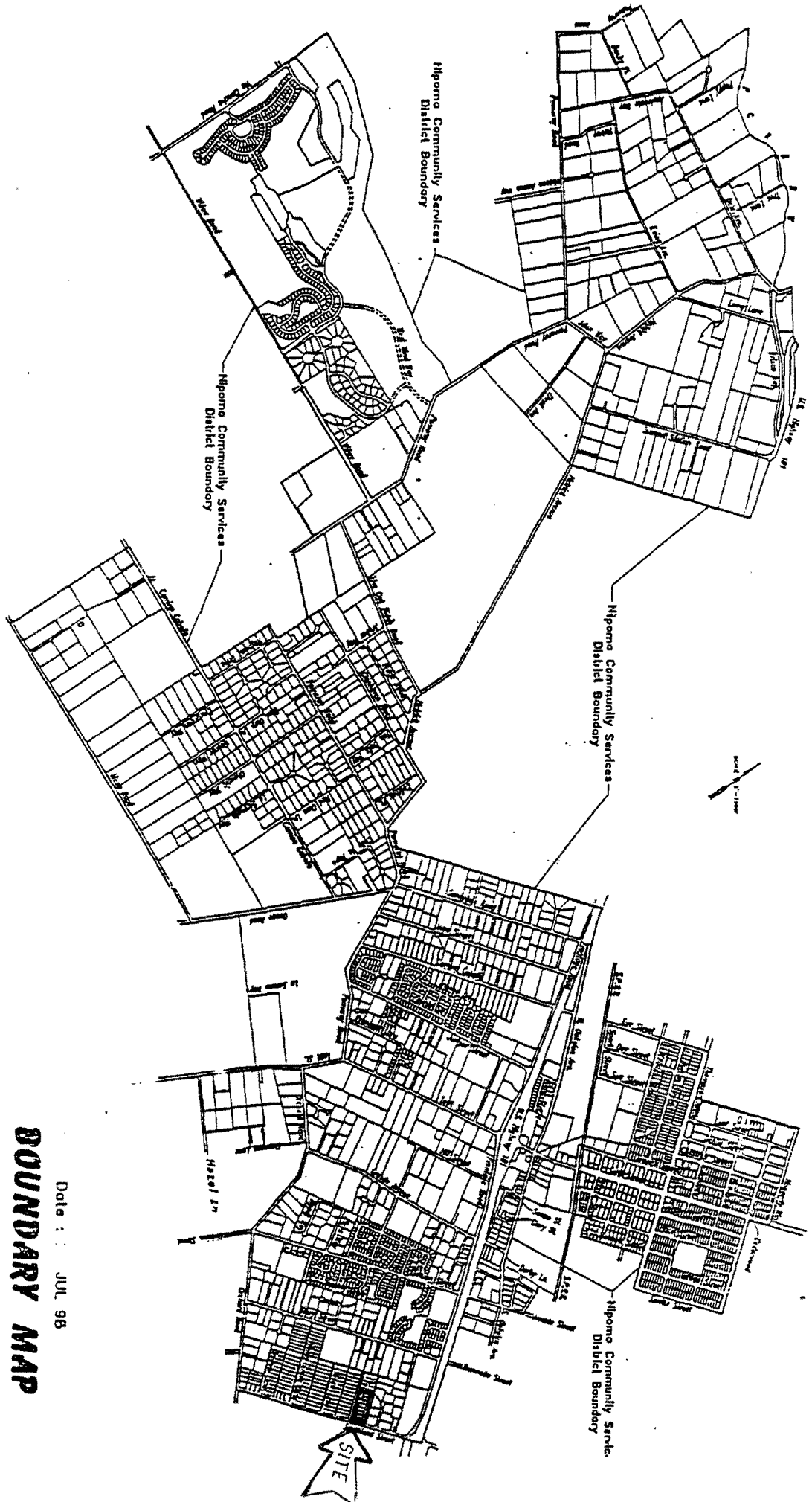
APN	«APN»	<u>DRUMM LANE SEWER REIMBURSEMENT COSTS</u>	
Reimbursement No.	«Reimb_No»	Engineering	\$ 2,062.00
Pro-rated Share	\$ 8,081.60 per	Construction Costs	78,754.00
	Reimbursement No.	Other Costs (Fee)	<u>0</u>
		Total	\$80,816.00

Shared by 10 lots \$ 8,081.60 per developable lot

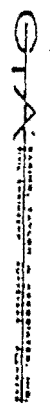
PUBLIC HEARING DATE: September 15, 2001 10:30 a.m.

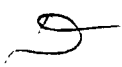
If you have any question, please feel free to contact our office at (805) 929-1133.

Doug Jones, General Manager



Date : JUL 98
BOUNDARY MAP
NCSD



TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: AUGUST 15, 2001

AGENDA ITEM



REQUEST FOR SERVICE
COMMERCIAL/SELF STORAGE
APN 092-381-016/020
KESHTGAR

ITEM

Request for water and sewer service for a commercial/self storage development at S. Frontage Road and Division Street.

BACKGROUND

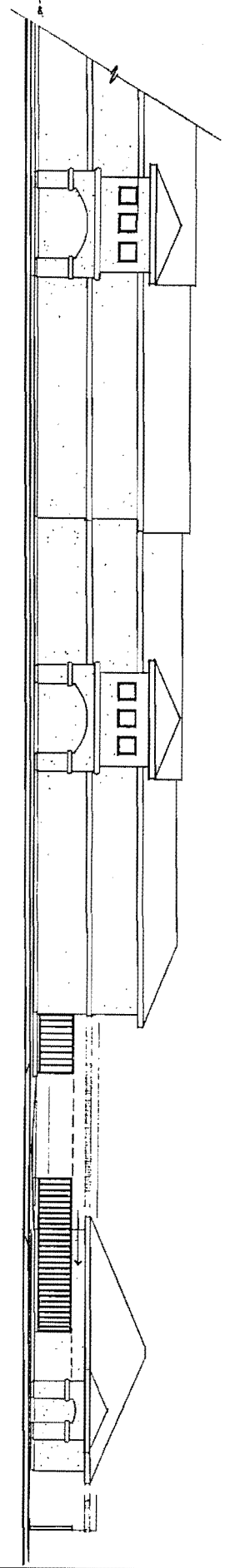
The District has received a request from Robert Armet for water and sewer service to a self-storage/commercial retail development at the intersection of S. Frontage Road and Division Street. An Intent-to-Serve letter may be granted to this development subject to the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans in accordance with the District Standards and Specifications for review and approval.
3. Pay all appropriate District water, sewer and other fees associated with this development.
4. Construct the improvements required and submit the following:
 - a. Reproducible "As Builts" - A mylar copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water and sewer improvements
 - b. Offer of Dedication
 - c. Engineer's Certification
 - d. A summary of all water improvement costs
5. This Intent-to-Serve Letter will expire two years from date of issuance.

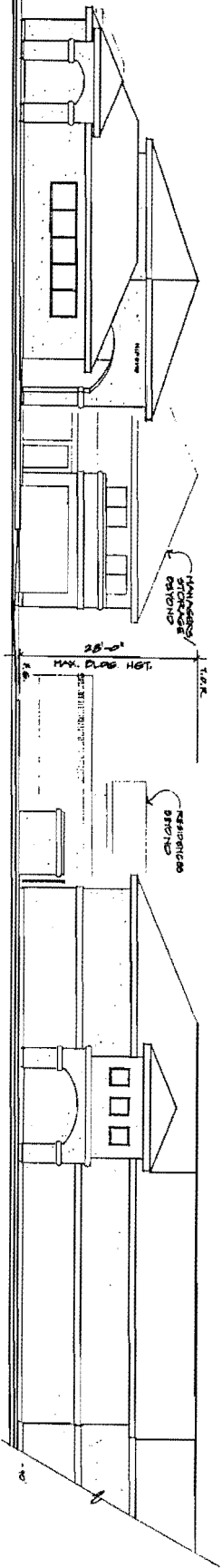
RECOMMENDATION

Staff recommends that your Honorable Board approve an Intent-to-Serve letter for APN 092-381-016/020 with the above mentioned conditions.

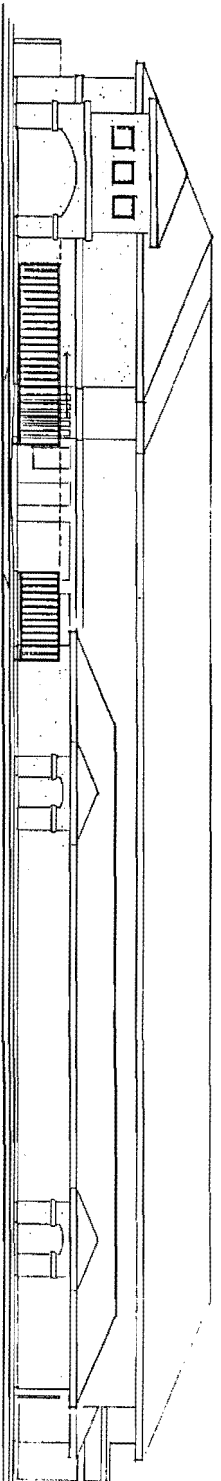
Board 2001\Intent 092-381-016 .DOC



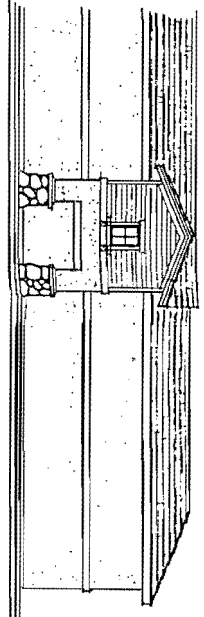
FRONTAGE ROAD ELEVATION (PARTIAL - CONTINUED BELOW)



FRONTAGE ROAD ELEVATION (PARTIAL - CONTINUED ABOVE)



DIVISION STREET ELEVATION



PARTIAL FRONTAGE ROAD ELEVATION - ALTERNATE

- EXTERIOR MATERIAL FINISHES/COLORS**
- ROOFING - Asphaltic shingle roofing tiles
 - CEILING - 1/2" x 1/2" x 1/2" grid ceiling
 - WALLS - 1/2" x 1/2" x 1/2" grid wall
 - FLOORING - 1/2" x 1/2" x 1/2" grid floor
 - PAINTS -
 - EXTERIOR - Light brown solid body stain
 - INTERIOR - Light brown solid body stain
 - TRIM - White
 - ROOFING - Asphaltic shingle roofing tiles
 - CEILING - 1/2" x 1/2" x 1/2" grid ceiling
 - WALLS - 1/2" x 1/2" x 1/2" grid wall
 - FLOORING - 1/2" x 1/2" x 1/2" grid floor
 - PAINTS -
 - EXTERIOR - Light brown solid body stain
 - INTERIOR - Light brown solid body stain
 - TRIM - White

- CRAFTERMAN STYLE**
- ALTERNATE EXTERIOR FINISHES/COLORS**
- ROOFING -
 - CEILING -
 - WALLS -
 - FLOORING -
 - PAINTS -
 - EXTERIOR -
 - INTERIOR -
 - TRIM -

EXTERIOR ELEVATIONS

PROJECT: FRONTAGE SELF-STORAGE Self-Storage Warehouse Frontage Road and Division Street Milpitas, CA 95044

OWNER: Baid Seetiger and Shalin Aniliani 781 Liller Drive Los Osos CA 93402 (408) 7 2276

ARCHIT: ARMY ASSOCIATES 325 E. Ocean Avenue Carpinteria, CA 93410 (805) 999-9220

Date: 8-11-00
 Scale: 1/8" = 1'-0"
 Sheet: 2
 of 2

Robert L. Armet
279 Moore Ln.
Arroyo Grande, CA 93420
474-4980, 473-5450

Aug. 8, 2001

Doug Jones, General Manager
Nipomo Community Services District
148 S. Wilson Ave.
Nipomo, CA 93444
929-1133

RE: Hamid Keshtgar
Self Storage Warehouse,
Neighborhood Commercial Retail
Frontage Rd, Division St.
APN 092-381-016, 092-381-020

Dear Mr. Jones

Please find enclosed Concept Plans for your review for the necessary water and Sewer services.

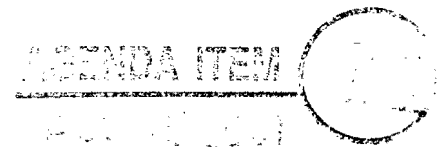
I can be contacted at 473-5450 if there any questions or comments.

Please FAX your response / will serve letter to Dana Toohy at 781-1242 to expedite the M.U.P. application.

Thank You,

Robert Armet

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 15, 2001



REVIEW BIDS TO PAINT WATER STORAGE TANKS

ITEM

Consideration to award contract to lowest responsive bid to paint the Dana-Foothill and Black Lake water storage facilities

BACKGROUND

At the June 27, 2001, regular Board meeting, your Honorable Board authorized staff to request bids to paint the Dana-Foothill and the Black Lake water storage facilities. On August 8, 2001 at 2:00 p.m. bids were open at the District office. The results were as follows:

BIDDER	BID
West Coast Industrial Coatings	\$38,146.00
Tim Karp Painting	39,800.00
A. J. Fistes Corp.	48,950.00
Kenny/Manta Industrial Services	57,673.00
Corpro Companies	64,700.00
Blastco Inc.	96,900.00

FUNDING:

The following is the bid amount, the FY 01/02 budgeted amount and the difference:

Site	Bid	Budgeted	Difference
Dana-Foothill	\$22,456.00	\$16,000.00	\$6,456.00
Black Lake	15,190.00	10,000.00	\$5,190.00

The difference could be funded from the Town & Black Lake Divisions replacement fund reserves.

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached resolution awarding the contract to repaint the District facilities to the lowest responsible bidder, West Coast Industrial Coatings and authorize staff to transfer reserves to pay for the difference between the bid and budgeted amounts.

RESOLUTION 2001-PAINT

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AWARDING A CONTRACT TO PAINT THE
DANA-FOOTHILL AND BLACK LAKE WATER STORAGE FACILITIES
TO WEST COAST INDUSTRIAL COATING

WHEREAS, the District performs routine maintenance of its facilities as needed, and

WHEREAS, the water storage facilities at the Dana-Foothill and Black Lake sites are in need of painting, and

WHEREAS, the District requested bids from contractors to perform the re-coating work, and

WHEREAS, the District received six bids and West Coast Industrial Coatings was the lowest responsible bidder, and

WHEREAS, the District finds the FY 2001-2002 budgeted amount needs to be augmented to have this work performed.

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 above recitals are true and correct.
2. That the District award the contract to paint the Dana-Foothill and Black Lake water storage facilities to the lowest responsible bidder West Coast Industrial Coatings in the amount of \$38,146.00
3. That \$7,000 be transferred from reserves to the Town Division Water Replacement Fund #800 and \$6,000 from the Black Lake Water Replacement Fund #820 of the FY 2001-2002 Operations Budget.

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

AYES: Directors

NOES:

ABSENT:

ABSTAIN:

the foregoing Resolution is hereby adopted this 15th day of August, 2001.

Robert L. Blair, President
Nipomo Community Services District

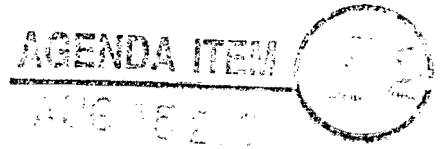
ATTEST:

APPROVED AS TO FORM:

Dorina K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: AUGUST 15, 2001



CALIFORNIA SPECIAL DISTRICT ASSOCIATION
BOARD ELECTIONS

ITEM

Voting for CSDA Board of Directors election

BACKGROUND

The District has received notification from the California Special District Association of their election of the Board of Directors. There is one seat open in Region 4 Seat B. there are two candidates running for this office. (See attached)

RECOMMENDATION

If your Honorable Board wishes to participate in this election, direct staff to process ballot for the desired candidate.

Board 2001\CSDA Election.DOC

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors, Seat B, for your region. Each of CSDA's six (6) regional divisions has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your geographic region. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its region.

You may choose to send back the ballot via either certified or first class mail. Please utilize the enclosed envelope to return the completed ballot. Ballots must be received at the CSDA office at 1215 K Street, Suite 930, Sacramento, CA 95814 by **5:00pm on Friday, September 14, 2001.**

Please contact Melissa Soria toll-free at 877.924.CSDA with any questions.



CSDA BOARD OF DIRECTORS ELECTION 2001 *(Please vote for one.)*

REGION FOUR

Seat B - term
ends 2004

- Daniel Landsgaard**
Rosamond Community Services District

- William Miller***
North of the River Municipal Water District

*incumbent

Signature: _____ Date: _____

Member District: _____

RECEIVED

SEP 16 2001

ROSAMOND COMMUNITY SERVICES DISTRICT

Must be received by 5pm, September 14, 2001 CSDA, 1215 K Street, Suite 930, Sacramento, CA 95814

Candidate Statements – Region 4

Each candidate was afforded the opportunity to include a Candidate Statement of no more than 300 words for the voters within their Region.

William R. Miller, SDA
North of the River Municipal Water District

With the completion of my second consecutive term on the CSDA Board of Directors, I am proud of the accomplishments of the Association and have been honored to represent the interests of member districts in Region 4. I have been active in CSDA for well over a decade and have watched CSDA transform into a viable voice in the State Capitol as well as an organization offering a wide variety of member services of great value to districts. I currently serve as the CSDA Vice President and President of the Special Districts Workers Compensation Authority. I continue to be committed to taking CSDA into this millennium striving to be the premier organization in the State. I believe in special district governance and am not only employed as the general manager of NORMWD but serve on the Board of Directors of the Bear Valley CSD, currently as Board President. I am committed to representing all types of districts and have been viewed as an effective advocate for districts in a number of forums. I believe I have a keen understanding of special district issues on both the practical side and the policy side. As this year's Planning Committee Chair, I am working diligently to lay the future groundwork for an organization that is a "one stop shop" for districts in all areas, education, risk management, workers compensation, information, research, and in particular a strong voice in Sacramento on behalf of independent special districts. I believe in consensus, cooperation and coalition building and would be honored to have the opportunity to serve for another term on the CSDA Board of Directors. I believe in what we are accomplishing on behalf of our members.

AGENDA ITEM (15)
AUG 15 2001

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: AUGUST 15, 2001

PRIMARY AND GENERAL ELECTIONS

ITEM

Use of District facility for Primary and General Election in 2002

BACKGROUND

The District has received correspondence from the County Clerk-Recorders Office Election Department to use the District facilities (Board room) as a polling place for the primary and the general election to be held on March 5, 2002 and November 5, 2002. In the past the Board has allowed the County Election Office to hold the elections in the District Board Room with a nominal facility charge of \$20.00.

RECOMMENDATION

Staff recommends to allow the Election Office to use the Board room as a polling place and charge \$20.00 for use of the facility. A motion would be in order and a second to use the District facility.

Board 2001/election.doc



office of the county clerk - RECORDER

COUNTY OF SAN LUIS OBISPO

1144 MONTEREY ST. STE. A

SAN LUIS OBISPO, CALIFORNIA 93408 • AC/BO5 781-5228

JULIE L. RODEWALD
COUNTY CLERK/RECORDER

JANET HALEY
CHIEF DEPUTY
REGISTRAR OF VOTERS

REFERENCE: We are requesting the use of:

Name of Facility: NIPOMO CSD OFFICE

Address: 148 S. WILSON ST

SERVICES DISTRICT

as a polling place for the MARCH 5, 2002 Primary and NOVEMBER 5, 2002 General Elections next year.

As you are aware, the conduct of an election requires certain equipment be used in conjunction with voting; i.e. tables, chairs, voting booths and ballot boxes. This equipment has to be delivered and set up for use before election day itself. Therefore, your approval for the use of your facility is also your OK for the voting equipment to be delivered on the Friday BEFORE the election. The delivery personnel will set up the equipment at that time or come back on Monday to set up, the day before the election. All equipment will be removed on WEDNESDAY, the day following the election.

On election day, your facilities will need to be open by 6:00 A.M. to allow the election board members entry. The polls remain open until 8:00 P.M. After this time, the election workers have other required duties and are usually out of the building by 10:00 P.M. One of the election board members will contact you before election day regarding election morning entry into the facility. If you have any questions about the delivery schedule, please call us at 781-5236 or 781-5226.

We appreciate your cooperation in the successful conduct of elections for San Luis Obispo County.

Sincerely,
JULIE L. RODEWALD, County Clerk-Recorder

By Craig R. Driver Deputy
Craig R. Driver

(cut here and mail bottom portion back)

The delivery, set up and removal of the voting equipment will require access to your facility on the Monday before the election and Wednesday the day after the election. To facilitate the work crews please fill out the following information:

1. Use of: NIPOMO CSD OFFICE
Yes _____ No _____
2. Free of Charge
Yes _____ No _____
3. Facility Charge, \$ _____
4. Building hours: (be specific for Friday/Monday, and Wednesday following the day after the election)

5. Will someone be present at the facility from 8 A.M. to 5 P.M. for the setup and delivery crew on the designated dates: Yes _____ No _____ If not, at what time would they be available: _____
6. Primary Contact person & Phone number:

7. Backup Contact person & Phone number:

8. Emergency Contact person(s) & Phone number(s):

9. Are a set of Keys available to facilitate the setup crew:
Yes _____ No _____

Special Delivery and Setup instructions:

Please return by: November 26, 2001

Copy of document found at www.NoNewWipTax.com

Print Authorizing Name: _____ Signature: _____

AGENDA ITEM
AUG 15 2001



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: AUGUST 15, 2001

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 be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. **Questions or clarification may be made by the Board members without removal from the Consent Agenda.** The recommendations for each item are noted in parenthesis.

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approval of Minutes of August 1, 2001 Regular Board meeting

WARRANTS

AUGUST 15, 2001

AGENDA ITEM



HAND WRITTEN CHECKS

18458	07/31/01	PERS	2,060.15
		RETIREMENT	
18459	07/10/01	POSTMASTER	455.42

VOID NONE

COMPUTER GENERATED CHECKS

6140	08/15/01	NIP01	NIPOMO ACE HARDWARE INC	191.65
6141	08/15/01	NIP02	NIPOMO GARBAGE	42.50
				14.55
			Check Total.....:	57.05
6142	08/15/01	NIP04	NIPOMO REXALL	12.83
6143	08/15/01	NIP06	NIPOMO AUTO PARTS	27.24
6144	08/15/01	NOB01	NOBEL SYSTEMS	1500.00
6145	08/15/01	PGE01	P G & E	58123.22
6146	08/15/01	PIC01	PIONEER EQUIPMENT CO	24.61
6147	08/15/01	REY01	CARLOS J. REYNOSO, CPA	1503.75
6148	08/15/01	SHI01	SHIPSEY & SEITZ, INC	2712.50
6149	08/15/01	THE01	THE GAS COMPANY	853.77
6150	08/15/01	THE02	THE TRIBUNE	24.00
6151	08/15/01	TRO01	TROTTER, CLIFFORD	100.00
6152	08/15/01	UNDO1	UNDERGROUND SERVICE ALERT	212.84
6153	08/15/01	UNI01	UNION ASPHALT, INC.	63.18
6154	08/15/01	USA01	USA BLUEBOOK	438.80
				179.03
			Check Total.....:	617.93
6155	08/15/01	USW01	U.S. WATER NEWS	54.00
6156	08/15/01	VER01	VERIZON	39.80
				25.33
			Check Total.....:	65.13
6157	08/15/01	WIN01	MICHAEL WINN	100.00
6158	08/15/01	WIR02	WIRSING, JUDY	100.00
6159	08/15/01	AG001	GRANITE CONSTRUTION,	309.19
6160	08/15/01	AL002	LONESTAR ENGINEERING,	468.46

6114	08/01/01	EMP01	EMPLOYMENT DEVELOP DEPT	419.00
6115	08/01/01	MID01	MID STATE BANK	1818.48
				419.00
			Check Total.....:	2238.00
6116	08/01/01	MID02	MIDSTATE BANK - DIRECT DP	10440.00
6117	08/01/01	SIM01	DEBRA SIMMONS	150.00
6118	08/01/01	STA01	STATE STREET GLOBAL	935.00
6119	08/10/01	EMP01	EMPLOYMENT DEVELOP DEPT	391.07
6120	08/10/01	MID01	MID STATE BANK	1756.06
				410.42
			Check Total.....:	2168.48
6121	08/10/01	MID02	MIDSTATE BANK - DIRECT DP	12325.17
6122	08/10/01	SIM01	DEBRA SIMMONS	150.00
6123	08/10/01	STA01	STATE STREET GLOBAL	935.00
6124	08/15/01	BLA01	ROBERT L BLAIR	100.00
6125	08/15/01	COU01	COURIER SYSTEMS	59.50
6126	08/15/01	CRE01	CREEK ENVIRONMENTAL LABS	30.00
				30.00
			Check Total.....:	60.00
6127	08/15/01	DWI01	DWIGHT'S AUTOMOTIVE	10.00
6128	08/15/01	FED01	FED EX	94.16
6129	08/15/01	FGL01	FGL ENVIRONMENTAL	44.80
				381.60
				133.40
				210.40
				127.20
				44.80
				44.80
			Check Total.....:	992.00
6130	08/15/01	FLO01	FLOYD V. WELLS, INC.	36401.51
6131	08/15/01	GAR01	GARING TAYLOR & ASSOC	514.50
				24.50
				8205.83
				230.39
			Check Total.....:	8975.22
6132	08/15/01	GIL01	GLM	233.00
6133	08/15/01	GRO01	GROENIGER & CO	696.04
6134	08/15/01	JOH01	DONNA JOHNSON	12.87
				5.69
			Check Total.....:	18.56
6135	08/15/01	KEN01	KENNEDY/JENKS CONSULTANTS	5410.11
6136	08/15/01	MID03	MIDSTATE BANK MASTERCARD	700.45
				1749.84
				984.76
			Check Total.....:	2934.85
6137	08/15/01	MID05	MID STATE BANK PETTY CASH	39.66
				125.54
			Check Total.....:	165.20
6138	08/15/01	MIS01	MISSION UNIFORM SERVICE	209.92
6139	08/15/01	MOB01	RICHARD MOBRAATEN	100.00

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

AUGUST 1, 2001

REGULAR MEETING 10:30 A.M.
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
RICHARD MOBRAATEN, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SEC. TO THE BOARD
JON SEITZ, GENERAL COUNSEL

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

A. CALL TO ORDER AND FLAG SALUTE

President Blair called the meeting to order at 10:32 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

C. PUBLIC COMMENTS PERIOD

PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

President Blair opened the meeting to Public Comments.

The following members of the public spoke:

Vincent McCarthy, 194 E. Dana, Nipomo - Asked if the meter reading devices had been corrected. Answer: Still working on them.

Jesse Hill, 1910 Grant Ave, Arroyo Grande - Asked if agenda could be posted on the E Group. Answer: Yes

D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

D-1) MITIGATED ENVIRONMENTAL NEGATIVE DECLARATION - TEFFT ST WATER LINE PROJECT
Set a Public Hearing for Sept. 5, 2001 for consideration of Mitigated Negative Declaration

Upon motion of Director Mobraaten and seconded by Director Wirsing, the Board agreed to set a Public Hearing for September 5, 2001 at 10:30 a.m. for CEQA consideration of a Mitigated Negative Declaration for the Tefft Street Water Line Project. Vote 5-0

There were no public comments.

The Board decided to hear Item D-7 before addressing other items.

D-7) DISTRICT ANNEXATION POLICY MODIFICATION
Revise verbiage to Sec IV (B) (2) of the Annexation Policy

The following members of the public spoke:

Istar Holliday, 577 Sheridan Rd., Nipomo Mesa - What is the meaning of appropriate in the resolution? Mr. Seitz answered his interpretation would be sufficient.

Ron Swenson, Black Lake Village Council Advisory Committee, 543 Woodgreen Way - Had clarification about wording for change from "be prepared to dedicate" to "has developed and dedicated."

Jesse Hill, 1910 Grant Ave, Arroyo Grande - suggested that the Board go back to the 1993 Annexation Policy.

Item D-7 continued

Upon motion of Director Mobraaten and seconded by Director Winn, the Board adopted Resolution 2001-782 with modification to add "and sufficient" with the word appropriate in Section IV (B)(2) of the Annexation Policy. Vote 4-1

Yes votes - Mobraaten, Winn, Trotter (with additional comment*) and Blair

No votes - Director Wirsing

*Director Trotter commented that whatever policy is written, it lends itself to interpretation. There are so many unknowns with the water supply. It will eventually be interpreted in many different ways.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2001-782
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING AND READOPTING ITS ANNEXATION POLICY**

D-2) REQUEST FOR ANNEXATION - TRACT 2380 (CRAIG)

Continued item - proposed annexation study for 40 acres at Willow Rd. & Via Concha

This item was brought back from the last meeting. It is to consider the possibility of annexing Tract 2380 into the District.

The following members of the public spoke:

Jim McGillis, 251 Hazel Lane, Nipomo - County suggested that the property owner ask if the District would be interested in having Tract 2380 annexed into the District before going further with the project.

Ron Swenson, Black Lake Village Council Advisory Committee - Stated that it was not the intention of the Black Lake Specific Plan to have the District use the sewer system for anything except Black Lake.

Istar Holliday, 577 Sheridan Rd., Nipomo Mesa - objects to annexation of this project on the grounds that the mesa is in an overdraft condition.

Bob Beedle, 559 Woodgreen, Nipomo -

Vince McCarthy asked who applies for annexation. Mr. Seitz answered that the applicant is usually the developer.

John Snyder, 662 Eucalyptus Rd., Nipomo - Stated discrepancies in the capacity of sewer.

Ron Swenson, Black Lake Village Council Advisory Committee - Asked if proposed school would have its own septic system. Mr. McGillis said it has been designed as such.

Dan File, 755 Countrywood Lane, Nipomo - Is concerned about the density

John Eppard, 1505 Champions Lane, Nipomo - Asked about what to do with the excess water from the Black Lake Sewer Plant during the rain.

The Board commented for and against the proposed annexation of Tract 2380:

Upon motion of Director Winn and seconded by Director Mobraaten, the Board agreed to inform developer that the District would look favorably on the proposed annexation of Tract 2380 but not to the connection to the Black Lake Village Reserve Line. Vote 3-2 with Directors Trotter and Wirsing voting no.

- D-3) REQUEST FOR SERVICE - TRACT 2441 (MID STATE PROPERTIES)
Request for water and sewer service for a 38-lot development at Blume & Grande Ave.

Mr. Terry Orton from Westland was representing the owners of Mid State Properties. The Board asked questions about the design of the project. There were no public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board approved the Intent-to-Serve letter for Tract 2441 with the conditions as outlined in the Board letter. Directors Trotter and Wirsing vote no and President Blair abstained. Vote 3-2

- D-4) REQUEST FOR SERVICE - TRACT 2277 (NEWDOLL)
Request for renewal of Intent-to-Serve letter/water & sewer for 4-lot development at Mesa & Ida

Mr. Newdoll requested a renewal of an Intent-to-Serve letter for water and sewer service for a 4-lot development at Mesa & Ida Place. There were no public comments. Upon motion of Director Winn and seconded by Director Mobraaten, the Board unanimously approved the request for renewal of an Intent-to-Serve letter for Tract 2277 (Newdoll) with the conditions as outlined in the Board letter. Vote 5-0

- D-5) REQUEST FOR SERVICE - TRACT 2261 (NEWDOLL)
Request for renewal of Intent-to-Serve letter/water & sewer for 16-lot development at Tejas & Ida

Mr. Newdoll requested a renewal of an Intent-to-Serve letter for water and sewer service for a 16-lot development at Tejas & Ida Place. There were no public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved the request for renewal of an Intent-to-Serve letter for Tract 2261 (Newdoll) with the conditions as outlined in the Board letter. Vote 5-0

- D-6) REQUEST FOR SERVICE - TRACT 2299 (KENGEL)
Request for renewal of Intent-to-Serve letter/water & sewer for 16-lot development/Orchard & Tanis

Mr. Terry Orton from Westland was representing the owner of Tract 2299, Mr. Kengel. He asked the Board if original language from the expired Intent-to-Serve letter could be used on the renewal letter. There were no public comments. Upon motion of Director Winn and seconded by Director Mobraaten, the Board unanimously approved the request for renewal of the Intent-to-Serve letter with the present language used with the conditions as outlined in the Board letter. Vote 5-0

- D-7) DISTRICT ANNEXATION POLICY MODIFICATION
Revise verbiage to Sec IV (B) (2) of the Annexation Policy

Item D-7 was moved to be heard before Item D-2.

E. OTHER BUSINESS

- E-1) a) Selection of Vice President of the Board of Directors
b) President appointment of sub-committee members

Director Winn nominated Director Mobraaten for be Vice President for the rest of this year to replace the vacancy created by the passing of Director Simon. There were no other nominations. Nominations were closed. There were not public comments. Vote 5-0 appointing Director Mobraaten as Vice President.

Item E-1 continued

President Blair appointed sub-committee members to the open positions.
The following are the Committees for 2001.

Committees for 2001	Member	Alternate
Nipomo Community Advisory Committee (Will Include NCAC Water Committee)	Mike Winn	Judy Wirsing
Water Resources Advisory Committee	Doug Jones	Bob Blair
Chamber of Commerce	Judy Wirsing	Mike Winn

These committees require two (2) members.

Committees for 2001	Members	
Finance Committee	Dick Mobraaten	Cliff Trotter
Water Committee	Mike Winn	Bob Blair
High School Committee	Dick Mobraaten	Bob Blair
Annexation Policy Committee	Mike Winn	Bob Blair
Personnel	Dick Mobraaten	Mike Winn

F. CONSENT

- F-1) WARRANTS
- F-2) BOARD MEETING MINUTES
Minutes of July 18, 2001 Regular Board meeting

There were no public comments.

Upon motion of Director Winn and seconded by President Blair. The Board unanimously approved the items on the Consent Agenda

G. MANAGER'S REPORT

General Manager, Doug Jones presented information on the following:

- G-1) WOODLAND SUPPLEMENTAL EIR REPORT
- G-2) CSDA LEGISLATIVE UPDATE

H. DIRECTORS COMMENTS

The following Board members commented on the following topics:

Woodland, Black Lake and CSA 1-G, Town Division water added to Black Lake Division water Study Session on redevelopment, landscape powers, Conservation Status, change in policy for Will Serve letters, EIR Report, Cal Trans waste of water,

District Legal Counsel, Jon Seitz, announced the need to go into Closed Session concerning the matters below.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC\$54956.9

- a. SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- b. NCSD vs State Dept of Health Services CV 990716
- c. Istar Holliday, Jesse Hill vs. NCSD CV 010563

The Board came back into Open Session and reported Legal Counsel update on matters above.
There was no reportable action.

ADJOURN

President Blair adjourned the meeting at 1:14 p.m.

The next regular Board meeting will be held on August 15, 2001.