

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

- E. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)
 - E-1) RECEIVE WATERLINE INTERTIE PROJECT DRAFT EIR
Receive Draft EIR for the NCSD/Santa Maria Intertie Project (supplemental water) and discuss review process [No Action] – 1 hour.
 - E-2) WATERLINE INTERTIE PROJECT DESIGN CONSULTANT SELECTION
Consider selecting the engineering team to design NCSD/Santa Maria Intertie Project (supplemental water) and authorize negotiations with the selected team for pre-design services [Recommend Approval]– 30 Minutes
 - E-3) AMEND DISTRICT ANNEXATION POLICY
Consider revisions to District's Annexation Policy as directed at the May 8, 2006, Special Meeting related to supplemental water and other requirements, and adopt Resolution 2006-XXX adopting the revised Annexation Policy.
 - E-4) RECEIVE WATERLINE INTERTIE PROJECT FUNDING RECOMMENDATIONS FROM SUPPLEMENTAL WATER PROJECT COMMITTEE
Consider approving and/or editing committee recommendations regarding funding options to construct project and revenue sources to pay project debt service and operations costs [Recommend Approval] – 45 Minutes
 - E-5) NOMINATE DIRECTOR FOR ALTERNATE TO LAFCO SPECIAL DISTRICT SEAT
[Approve Appointment] – 10 minutes.
 - E-6) RELOCATION EXPENSES AND HOUSING INCENTIVES FOR GENERAL MANAGER CANDIDATES
Receive report on relocation expenses and housing incentives for recruiting new General Manager and give direction to District's recruitment consultant.
- F. MANAGER'S REPORT
- G. COMMITTEE REPORTS
 - G-1) Receive Draft Minutes from May 10, 2006 Supplemental Water Committee Meeting
[Recommend Adoption of Draft Minutes]
 - G-2) Receive General Manager recruitment brochure.
- H. DIRECTOR'S COMMENTS

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
SMWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND
ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
MARIA VISTA VS. NCSD CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT.
CODE §54956.9 – JESSE HILL (IN PRO PER) V. NCSD CV 060325 AND
RELATED LIABILITY CLAIM PURSUANT TO GOVT. CODE §54961.
4. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT.
CODE §54956.9 - NCSD V. SO. CALIFORNIA GAS CO. ET AL. LC066128

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

K. ADJOURN TO CLOSED SESSION

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

ADJOURN

➤ **THE NEXT REGULAR BOARD MEETING IS JUNE 14, 2006.**

TENTATIVELY SCHEDULED ITEMS INCLUDE:

- 2006/2007 Budget Adoption
- Southland Wastewater Plant Upgrade Plan
- Street Lighting District Assessment Hearing
- Street Landscape District Assessment Hearing

TO: BOARD OF DIRECTORS
FROM: ED KREINS *EK*
DATE: MAY 19, 2006



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 brackets.

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve minutes of May 8, 2006, Special meeting.
Approve minutes of May 10, 2006, Regular meeting.
- D-3) CONSOLIDATION OF NOVEMBER ELECTION [RECOMMEND APPROVAL]
Adopt resolution approving consolidation of District's November election with statewide elections and requiring candidates for District office to pay for printing and handling of Statement of Qualifications.
- D-4) STREET SWEEPING BID AWARD
Consider awarding bid for periodic sweeping of paved streets inside the District and authorize execution of agreement with low bidder. [RECOMMEND APPROVAL]
- D-5) ACCEPT EASEMENT OFFER OF DEDICATION [RECOMMEND ACCEPT]
Newdoll Construction, CO 04-0345

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS MAY 19, 2006**

**AGENDA ITEM
D-1
MAY 24, 2006**

HAND WRITTEN CHECKS

18882	05-10-06	U S POSTAL SERVICE	500.00
18883	05-17-06	C TROTTER	50.00
18884	05-17-06	E EBY	50.00
18881			

**TOTAL COMPUTER
CHECKS
\$88,912.07**

VOIDED CHECKS

NONE

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012093	05/08/06	EBY01	EBY, ED	100.00	.00	100.00	050806	SPECIAL MTG 5/8/06
012094	05/08/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	050806	SPECIAL MTG 5/8/06
012095	05/08/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	050806	SPECIAL MTG 5/8/06
012096	05/08/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	050806	SPECIAL MTG 5/8/06
012097	05/08/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	050806	SPECIAL MTG 5/8/06
12098	05/19/06	EMP01	EMPLOYMENT DEVELOP DEPT	574.17	.00	574.17	A60515	STATE INCOME TAX
12099	05/19/06	MID01	MIDSTATE BANK-PR TAX DEP	2527.01	.00	2527.01	A60515	FEDERAL INCOME TAX
				279.74	.00	279.74	1A60515	FICA
				711.86	.00	711.86	2A60515	MEDICARE (FICA)
			Check Total.....:	3518.61	.00	3518.61		
12100	05/19/06	MID02	MIDSTATE BANK - DIRECT DP	21171.08	.00	21171.08	A60515	NET PAY DEDUCTION
12101	05/19/06	PER01	PERS RETIREMENT	6454.84	.00	6454.84	A60515	PERS PAYROLL REMITTANCE
12102	05/19/06	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A60515	WAGE ASSIGNMENT
12103	05/19/06	STA01	STATE STREET GLOBAL	1230.00	.00	1230.00	A60515	457 DEFERRED COMP
012104	05/24/06	ALX01	ALEXANDER'S CONTRACT SERV	2735.16	.00	2735.16	3020	METER READING SERVICE
012105	05/24/06	AME03	AMERI PRIDE	57.49	.00	57.49	F630133	UNIFORMS, ETC
				64.74	.00	64.74	F671547	UNIFORMS, ETC
				60.24	.00	60.24	F677528	UNIFORMS ETC
			Check Total.....:	182.47	.00	182.47		
012106	05/24/06	BOB01	BOB'S RUBBER STAMPS	37.71	.00	37.71	27544	DESK SIGN
012107	05/24/06	BUE01	BUEL, BRUCE	40.00	.00	40.00	050906	PER DIEM TRIP TO BAKERSFI
012108	05/24/06	CAL03	CALIFORNIA ELECTRIC SUPPL	175.33	.00	175.33	644222	SUPPLIES
012109	05/24/06	CAL13	CAL POLY CORPORATION	275.00	.00	275.00	082106	LANDSCAPE IRRIGATION CLAS
012110	05/24/06	CEN06	CENTRAL COAST ELECTRIC	903.73	.00	903.73	1121	MOTOR MAINT TOWN WWTP
012111	05/24/06	COM01	COMPUTER NETWORK SERVICES	210.00	.00	210.00	064 A	COMPUTER SUPPORT
012112	05/24/06	CRE01	CREEK ENVIRONMENTAL LABS	24.00	.00	24.00	N2381	BL WWTP LAB
				24.00	.00	24.00	N2408	BL WWTP LAB
				24.00	.00	24.00	N2439	BL WWTP LAB
				24.00	.00	24.00	N2467	BL WWTP LAB
				80.00	.00	80.00	N2479	WATER SAMPLES
				24.00	.00	24.00	N2480	BL WWTP LAB
				24.00	.00	24.00	N2519	BL WWTP LAB
				24.00	.00	24.00	N2563	BL WWTP LAB
				24.00	.00	24.00	N2595	BL WWTP LAB
				24.00	.00	24.00	N2625	BL WWTP LAB
				24.00	.00	24.00	N2651	BL WWTP LAB
				80.00	.00	80.00	N2652	WATER SAMPLES
				24.00	.00	24.00	N2677	BL WWTP LAB
			Check Total.....:	424.00	.00	424.00		
012113	05/24/06	DEW01	J B DEWAR INC	291.85	.00	291.85	358992	OIL FOR WELLS
012114	05/24/06	DUN01	DUNBAR, MADONNA	81.69	.00	81.69	MAY 06	REIMBURSE FOR SUPPLIES
				103.24	.00	103.24	04605-06	TRAVEL TO VARIOUS MEETING
			Check Total.....:	184.93	.00	184.93		

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS MAY 19, 2006**

AGENDA ITEM

D-1

MAY 24, 2006

PAGE TWO

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
012115	05/24/06	EBY01	EBY, ED	100.00	.00	100.00	052406	REG BD MEETING 052406
012116	05/24/06	FGL01	FGL ENVIRONMENTAL	176.00 176.00 52.00 52.00	.00 .00 .00 .00	176.00 176.00 52.00 52.00	604051A 604286A 604287A 605052A	TOWN WWTP LAB TOWN WWTP LAB BL WWTP LAB BL WWTP LAB
			Check Total.....:	456.00	.00	456.00		
012117	05/24/06	GER01	GERMAN, SCOTT	332.67	.00	332.67	051506	TRAVEL REIMB TO SEMINAR
012118	05/24/06	GRO01	GROENIGER & CO	661.37 1828.38 39.47 1016.33	.00 .00 .00 .00	661.37 1828.38 39.47 1016.33	554100SM 554102SM 555698SM 556930SM	SUPPLIES 6 MANHOLE FRAME & COVER MISC SUPPLIES SUPPLIES
			Check Total.....:	3545.55	.00	3545.55		
012119	05/24/06	HAC01	HACH COMPANY	114.89	.00	114.89	4701184	DO PROBE
012120	05/24/06	HAY01	HAYES & SONS	3400.00	.00	3400.00	501201	REPAIR ASPHALT DIV & N FR
012121	05/24/06	LAC01	LA CHEMICAL	293.70 650.89	.00 .00	293.70 650.89	59938 59939	CHLORINE CHLORINE
			Check Total.....:	944.59	.00	944.59		
012122	05/24/06	NIC01	NICKSON'S MACHINE SHOP	12.53 1364.90 13760.38	.00 .00 .00	12.53 1364.90 13760.38	21224 71883 72021	SUPPLIES SUNDALE WELL MAINT SUNDALE WELL MAINT
			Check Total.....:	15137.81	.00	15137.81		
012123	05/24/06	NIP05	NIPOMO CHAMBER OF COMMERC	55.00	.00	55.00	060906	SUMMER FESTIVAL APP FEE
012124	05/24/06	NIP08	NIPOMO CSD	106.90	.00	106.90	051006	TRACT 2409 LMD
012125	05/24/06	PAC01	SBC/MCI	49.18 150.29 124.15	.00 .00 .00	49.18 150.29 124.15	T4974661 T4974663 T4974664	PHONE PHONE PHONE
			Check Total.....:	323.62	.00	323.62		
012126	05/24/06	POS02	FRANCOTYP-POSTALIA, INC.	528.45	.00	528.45	N40718	POSTAGE METER RENTAL
012127	05/24/06	PWM01	PW MANN ELECTRIC INC	5518.89	.00	5518.89	6033	ELECTRICAL MAINT VARIOUS
012128	05/24/06	QUI03	QUINN RENTAL SERVICES	123.20 5.85	.00 .00	123.20 5.85	2072098 2072099	SUPPLIES SUPPLIES
			Check Total.....:	129.05	.00	129.05		
012129	05/24/06	REL01	RELIABLE	136.72 492.79	.00 .00	136.72 492.79	YC021200 YC462300	SUPPLIES PAPER
			Check Total.....:	629.51	.00	629.51		
012130	05/24/06	ROD01	RODRIGUEZ, RIGOBERTO	120.00	.00	120.00	050406	REIMB FOR WORK BOOTS
012131	05/24/06	SAN09	SAN LUIS MAILING SERVICE	26.11 131.84 73.32 895.59	.00 .00 .00 .00	26.11 131.84 73.32 895.59	30342 30355 30342B 30355B	MAILING BILLS MAILING BILLS POSTAGE FOR BILLS POSTAGE FOR BILLS
			Check Total.....:	1126.86	.00	1126.86		
012132	05/24/06	SHI01	SHIPSEY & SEITZ, INC	12048.45	.00	12048.45	041506	LEGAL FEES
012133	05/24/06	SLO02	DIV OF ENVIRON HEALTH	1789.58	.00	1789.58	44782	CROSS CONNECTION
012134	05/24/06	SOU04	SOUTHWEST SERVICES	394.08	.00	394.08	9251	CALIBRATE WWTP FLOW METER
012135	05/24/06	STA03	STATEWIDE SAFETY & SIGNS	153.26	.00	153.26	48167	SAFETY EQUIPMENT
012135	05/24/06	STA03	STATEWIDE SAFETY & SIGNS	45.82	.00	45.82	48276	MARKING PAINT
			Check Total.....:	199.08	.00	199.08		
012136	05/24/06	STA05	STATE WATER RESOURCES CB	130.00	.00	130.00	MIG 2006	WWTP OPERATOR CERT RENEWA
012137	05/24/06	THE01	THE GAS COMPANY	1415.38	.00	1415.38	050106	SUNDALE WELL GAS
012138	05/24/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	052406	REG BD MEETING 052406
012139	05/24/06	TRO02	CLIFF TROTTER	133.65	.00	133.65	050906	REIMB FOR TRAVEL TO KERN
012140	05/24/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	052406	REG BD MEETING 052406
012141	05/24/06	WAL01	WALLACE GROUP	690.50	.00	690.50	19704	PCI FOR TRACT 2595
012142	05/24/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	052406	REG BD MEETING 052406
012143	05/24/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	052406	REG BD MEETING 052406
012144	05/24/06	XER01	XEROX CORPORATION	82.68	.00	82.68	17283079	COPIER MAINT

NIPOMO COMMUNITY SERVICES DISTRICT

Monday, May 8, 2006

2:00 P. M.

SPECIAL MEETING MINUTES

BOARD of DIRECTORS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
ED EBY, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
JUDITH WIRSING, DIRECTOR

PRINCIPAL STAFF

MICHAEL LEBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSIST. ADMINISTRATOR
DONNA JOHNSON, BOARD SECRETARY
JON SEITZ, GENERAL COUNSEL

District Board Room

148 S. Wilson Street

Nipomo, California

OPEN SESSION

- 00:00:00 **A. CALL TO ORDER AND FLAG SALUTE**
President Vierheilig called the meeting to order at 2 p.m. and led the flag salute
- 00:00:34 **B. ROLL CALL**
At Roll Call, Directors Vierheilig, Winn, Eby, Trotter and Wirsing were present.
- 00:01:08 President Vierheilig called for Public Comment.
There was no public comment.
- C. ADMINISTRATIVE ITEMS**
- 00:02:10 President Vierheilig moved Item C-2 before Item C-1.
- 00:02:15 **C-2 APPROVAL OF CONTRACT TO HIRE EDWARD KREINS AS INTERIM GENERAL MANAGER**
Upon motion of Director Eby, and seconded by Director Wirsing, the Board authorized the President to execute an Employment Agreement with Edward Kreins to serve as Interim General Manager with an hourly rate to be set by a financial analysis of the gross salary of \$56 per hour to achieve an effective net salary of \$52 per hour. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Wirsing, Trotter, Winn, and Vierheilig	None	None
- 00:14:50 **C-1 STUDY SESSION TO REVIEW ANNEXATION POLICY**
The Board discussed the Annexation Policy.
4:15 p.m. the Board took a break.
At 4:20 p.m. the Board reconvened.
Upon motion by Director Eby and seconded by Director Wirsing, the Board directed staff to rewrite the Annexation Policy for subsequent Board consideration such that the District would not set meters in any annexation area until sufficient supplemental water is available for that area of annexation. There was no public comment. Vote 3-2 with Director Winn and Vierheilig voting no.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Wirsing, and Trotter	Winn and Vierheilig	None
- 02:05:57 **ADJOURN**
President Vierheilig adjourned the Meeting at 4:47pm.

MINUTES SUBJECT TO BOARD APPROVAL

NIPOMO COMMUNITY SERVICES DISTRICT

D2

Celebrating 41 - Years of Service 1965 - 2006

MINUTES

MAY 10, 2006 9:00 A. M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

LARRY VIERHEILIG, **PRESIDENT**
MICHAEL WINN, **VICE PRESIDENT**
JUDITH WIRSING, **DIRECTOR**
CLIFFORD TROTTER, **DIRECTOR**
ED EBY, **DIRECTOR**

PRINCIPAL STAFF

MICHAEL LeBRUN, **GENERAL MANAGER**
LISA BOGNUDA, **ASSIST. ADMINISTRATOR**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
BRUCE BUEL, **PROJECTS ASSISTANT**

Mission Statement: The Nipomo Community Services District's mission is to provide the citizens of the District with quality, innovative, and cost-effective services through responsive and responsible local government to meet the changing needs of the community.

00:00:00 A. CALL TO ORDER AND FLAG SALUTE
President Vierheilig called the meeting to order at 9:00 a.m. and led the flag salute.

00:00:25 B. ROLL CALL
At Roll Call, all Board members were present.

00:01:17 C. PUBLIC COMMENT PERIOD
PUBLIC COMMENT

C-1) PRESENTATION OF POSTER ART CONTEST WINNERS

President Vierheilig recognized local students who are concerned about Nipomo's water. He awarded "Nipomo Water Keeper" certificates and cash prizes to Melinda Marchiano, Claire Bodger, Nikki Pesce and Amber Pesce, in recognition of their prize winning posters entered in the NCS D 2006 "Water Awareness" student poster art contest.

00:06:00 President Vierheilig presented a resolution commending Mr. Michael LeBrun for his service to the District.

RESOLUTION 2006-971
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
THANKING MICHAEL LeBRUN
FOR HIS SERVICE TO THE NIPOMO COMMUNITY SERVICES DISTRICT
AND TO THE COMMUNITY OF NIPOMO

00:11:52 C-2) COMMANDER MARTIN BASTI OF SOUTH COUNTY SHERIFF STATION
Commander Basti thanked Mr. LeBrun for working so well with him during his time working for the District and congratulated him for the Resolution. He then presented information concerning sheriff activities in the Nipomo area.

- With gas prices rising, fuel thefts have been increasing. People are putting holes in the gas tank.
- May 14-20 National Law Enforcement Memorial Week. Special services will be held Wednesday, May 17th, at the Pismo pier at 9:00 a.m. for those officers who have lost their lives in the line of duty.
- May 13 – Torch Run to raise funds for Special Olympic athletes will be through Nipomo around noon. All are invited to come out and watch.

Commander Basti introduced Lt. Commander Stephan Neumann from the California Highway Patrol.

Lt. Cmdr Neumann congratulated Mr. LeBrun for the send off.

He described the duties of the Highway Patrol. He can be reached at 593-3300.

The main areas are public information, enforcement, education and community involvement.

Nipomo Community Services District
REGULAR MEETING
MINUTES

C. PUBLIC COMMENT PERIOD (continued)

- Provide safety of the motoring public, provide public information about freeway closures, wind advisory, etc., enforcement of traffic incidents, speeding, track complaints, DUI prevention programs, car seat inspection program, community involvement with school safety meetings, DUI check point.
- Grant funding has been obtained to deploy extra units when needed.
- The department is trying to reduce auto theft with a bait car with a 360° license plate reader.
- Public Affairs Officer, Joe Vega, is available for public speaking.
- Informative pamphlets are available at the Highway Patrol office or can get from Sacramento office.
- VIN verification can be obtained by appointment.
- Explorer Program is starting up again. If anyone knows a young person interested in becoming a police officer, they can contact the office.

He was informed that last year's clean up day was a success and would like more information for the next one. The Department will be willing to assist.

May 16 & 17 High School "Every 15 Minute" Program

Director Eby asked if he would be available to speak at the South County Advisory Council May 22nd at 6:30 p.m.

Director Winn asked about abandoned vehicles. Cmdr. Neumann answered that the Highway Patrol handles those at this time.

00:25:30

C-3) DAN ANDERSON, CDF BATTALION CHIEF, CALIFORNIA DEPARTMENT OF FORESTRY (CDF)

CDF Battalion Chief, Dan Anderson, presented information about CDF activities in the Nipomo area.

There were 117 calls on the mesa of which 69 were medical and 9 were fires.

The annual chipping program is in progress.

There is a paramedic program in Nipomo.

Firefighter Danner was promoted to engineer. An engineer was promoted to captain and will be going to Santa Margarita. Positions will need to be filled.

New legislation was enacted this year requiring more extensive brush clearance around structures. It has been extended from a 30 foot clearance to 100 feet. The vacant lots are more difficult to get cleared because owners often live out of town.

He wished Mr. LeBrun the best and appreciated working with him.

00:29:50

D. CONSENT AGENDA

D-1) WARRANTS

- D-2) BOARD MEETING MINUTES
 - Regular meeting April 26, 2006
 - Special meeting April 28, 2006
 - Special Meeting May 3, 2006

D-3) STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1

A. RESOLUTION GRANTING APPROVAL OF THE ANNUAL ENGINEER'S LEVY REPORT 2006-07

RESOLUTION NO. 2006-972
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
GRANTING APPROVAL OF THE ANNUAL ENGINEER'S LEVY REPORT FOR THE
STREET LANDSCAPE AND MAINTENANCE DISTRICT NO. 1
FOR FISCAL YEAR 2006/2007

Nipomo Community Services District
REGULAR MEETING
MINUTES

D. CONSENT AGENDA (continued)

B. RESOLUTION DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR 2006-07

RESOLUTION NO. 2006-973
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT DECLARING ITS INTENTION TO
LEVY ANNUAL ASSESSMENTS FOR THE STREET LANDSCAPE AND
MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2006/2007

D-4) STANDARD ENVIRONMENTAL SERVICES AGREEMENT BY TASK ORDER AND
RESOLUTION ESTABLISHING PROCEDURES

RESOLUTION NO. 2006-974
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ESTABLISHING THE POLICIES AND PROCEDURES FOR EXECUTING TASK ORDERS
FOR ENVIRONMENTAL REVIEW SERVICES

D-5) AMEND BOYLE AGREEMENT FOR DESIGN OF BLACKLAKE WATER SYSTEM PUMP
STATION TO ADDRESS INCREASED PROJECT SCOPE

RESOLUTION 2006-975
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING TASK ORDER B-009-05 FOR BOYLE ENGINEERING CORPORATION TO PERFORM
ENGINEERING SERVICES IN SUPPORT BLACKLAKE WATER PLANT IMPROVEMENTS

D-6) ACCEPT TELEMETRY SYSTEM UPGRADE, ISSUE NOTICE OF COMPLETION

D-7) APPROVE UPDATE TO DISTRICT STANDARDS AND SPECIFICATIONS FOR WATER
AND SEWER IMPROVEMENTS TO BE DEDICATED TO DISTRICT

RESOLUTION NO. 2006-976
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING STANDARD SPECIFICATIONS
FOR WATER AND SEWER SYSTEM IMPROVEMENTS

The Board briefly discussed items on the Consent Agenda. There was no public comment. Upon motion of Director Winn and seconded by Director Trotter, the Board unanimously approved the Consent Agenda. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilg	None	None

E. ADMINISTRATIVE ITEMS

00:35:52

E-1) ANNEXATION APPLICATION – APN 091-181-031 (CRAIG)

The Board discussed the request for annexation of an 18.9-acre parcel on Willow Road west of Blacklake. The applicant requests water service to a development for 16 homes on 1-acre planned lots.

Carol Florence, principal planner from Oasis Associates, discussed the project with the Board.

Director Winn asked if the 16 homes would be served with septic tanks rather than connecting to a sewer system. Ms. Florence said yes.

There was no public comment.

Director Eby stated that no annexations should be approved until supplemental water is in the District system. He recommended not authorizing annexation.

Director Winn supports the annexation.

Director Wirsing stated that the District should wait for the report from SAIC and would like to table the item.

Director Trotter and President Vierheilg support the annexation request.

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-1) ANNEXATION APPLICATION – APN 091-181-031 (CRAIG) (continued)
Upon motion of Director Winn and seconded by Director Trotter, the Board approved the annexation request and directed staff to draft an annexation agreement which meets the intent of the District's Annexation Policy. Vote 3-2

YES VOTES	NO VOTES	ABSENT
Directors Winn, Trotter, and Vierheilig	Directors Eby and Wirsing	None

00:58:00

E-2) SERVICES REQUEST – APN 092-130-043 (ROOSEVELT APARTMENTS)
The Board discussed the request for water and sewer service to a 52-unit multi-family/low income development at 750 Grande Street. Mr. LeBrun explained that there would be a four-year water phasing allotment given to the project.
Stephen Glover, Global Premier Development – discussed the project with the Board. The apartments are considered affordable housing.
There was no public comment.
Director Eby stated that the allocation policy needs to be revisited. Director Winn supports the project. Director Trotter stated that the allocation policy is in force now. Director Wirsing stated that she wants to be on the side of safety for water allocations. Upon motion of Director Winn and seconded by Director Trotter, the Board approved the Intent-to-Serve letter, as outlined in the Board letter. Vote 3-2

YES VOTES	NO VOTES	ABSENT
Directors Winn, Trotter, and Vierheilig	Directors Eby and Wirsing	None

The Board took a break at 10:15 a.m. and returned at 10:25 a.m.

01:16:11

E-3) CONFLICT OF INTEREST CODE REVIEW
Jon Seitz, District Legal Counsel, reviewed the proposed update of the District Conflict of Interest Code to designate Form 700 filers and categories of disclosure.
There was no public comment.
Upon motion of Director Trotter and seconded by Director Eby, the Board unanimously approved Resolution 2006-977 revising Form 700 reporting positions and categories.
There was no public comment. Vote 5-0

RESOLUTION NO. 2006-977
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
REVISING DISTRICT'S FORM 700
REPORTING POSITIONS AND REPORTING CATEGORIES

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilig	None	None

01:29:30

E-4) ENCUMBER AND CONSOLIDATE 2003 COP PROCEEDS
Bruce Buel, Projects Assistant, explained the proposed Resolution encumbering, consolidating, and dedicating remaining proceeds from Certificates of Participation (COPs) issued in 2003, to the Santa Maria Inter-tie project. The Board discussed the resolution. The Board would like to receive a summary of the monies spent for the different projects within the COP planned improvement projects.
There was no public comment.

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-4) ENCUMBER AND CONSOLIDATE 2003 COP PROCEEDS (continued)
Upon motion of Director Eby and seconded by Director Wirsing, the Board unanimously approved Resolution 2006-978. Vote 5-0

RESOLUTION NO. 2006-978
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ENCUMBERING AND CONSOLIDATING REMAINING PROCEEDS FROM
CERTIFICATES OF PARTICIPATION ISSUED IN 2003

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilig	None	None

01:46:17

F. MANAGER'S REPORT

Michael LeBrun, District General Manager, introduced Edward Kreins, the newly hired Interim General Manager.

Mr. LeBrun reviewed the Manager's Report as presented to the Board.

The LAFCo meeting for May has been cancelled. The next meeting will be June 15th.

Bruce Buel, Projects Assistant, reviewed his projects update report and answered questions from the Board.

02:04:38

G. COMMITTEE REPORTS

Director Trotter reported on the trip to Arvin-Edison with Bruce Buel and a Blacklake representative.

The Personnel Committee (Directors Wirsing and Vierheilig) met with Ralph Andersen and Associates to discuss the hiring of the new General Manager. Payment of relocation expenses and housing is being considered. A draft of the advertisement will soon be available.

02:09:53

H. DIRECTOR'S COMMENTS

Director Winn

- WRAC special meeting Tues. May 16th in Paso Robles for groundwater banking scheme
- WRAC regular meeting – Wed. June 7th
- Ribbon cutting for the opening of Dorthea Lange School – Wed. 4:00 p.m. May 24th

Director Eby

- SLO County Board of Supervisors meeting May 9th. The items discussed were growth management ordinance, planning area standard, land use ordinance, building and safety ordinance. Our water issue and growth management ordinance will be discussed at the next meeting, May 16th.

President Vierheilig

- Water Wise Landscaping Workshops June, July & August here at District office.
- SLO draft Parks and Recreation Element – June 8th and July 13th in the Board of Supervisors chambers.
- Nipomo Arts Council would like to hang art in the Board room.

02:18:02

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
SMVWCD VS NCSO SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
MARIA VISTA VS. NCSO CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9
CITIZENS AGAINST NON-NOTIFICATION (CANN) VS. NCSO, CASE NO. CV 051002
4. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE §54956.9 – COASTKEEPER V. NCSO CV060349.

Nipomo Community Services District
REGULAR MEETING
MINUTES

I. CLOSED SESSION ANNOUNCEMENTS (continued)

5. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE §54956.9 – JESSE HILL (IN PRO PER) V. NCS D CV 060325 AND RELATED LIABILITY CLAIM PURSUANT TO GOVT. CODE §54961.

02:19:00 J. PUBLIC COMMENT ON CLOSED SESSION ITEMS
There was no public comment.

02:19:09 K. ADJOURN TO CLOSED SESSION
The Board adjourned to Closed Session at 11:29 a.m.
Director Trotter left the meeting at 12:05 p.m.

02:19:20 L. OPEN SESSION
ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION
The Board came back into Open Session at 12:35 p.m. Jon Seitz, District Legal Counsel, announced the following:
Items 1, 2, and 3 – The Board heard an update. There was no reportable action.
Item 4 – The Board directed legal counsel to defend the lawsuit and seek assistance of outside counsel. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilg	None	None

Item 5 - The Board directed legal counsel to defend the lawsuit and seek assistance of outside counsel, McDonald, Allen, and Holland. Vote 4-0

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing and Vierheilg	None	Director Trotter

02:22:56 ADJOURN
President Vierheilg adjourned the meeting at 12:40 p.m.

- **THE NEXT REGULAR BOARD MEETING IS MAY 24, 2006.**
TENTATIVELY SCHEDULED ITEMS INCLUDE:
 - Supplemental Water EIR Status Report
 - Supplemental Water Design Firm Selection
 - Street Sweeping Bids
 - Standing Committee Recommendation on Supplemental Water funding options
- A SPECIAL MEETING OF THE FULL BOARD IS SCHEDULED FOR 2 P. M. ON MAY 8, 2006, AT THE DISTRICT OFFICES, TO REVIEW THE DISTRICT ANNEXATION POLICY.
- A SPECIAL MEETING OF THE SUPPLEMENTAL WATER SUB-COMMITTEE IS SCHEDULED FOR 7 P. M. ON MAY 10, 2006, AT THE DISTRICT OFFICES, TO REVIEW FUNDING ISSUES AND OPTIONS RELATED TO THE SUPPLEMENTAL WATER PROJECT.

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS *EW*
DATE: MAY 19 2006



RESOLUTION REQUESTING BIENNIAL ELECTION BE CONSOLIDATED WITH THE
GENERAL ELECTION

ITEM

Consider Resolution requesting biennial election be consolidated with the November 7, 2006, consolidated general election.

BACKGROUND

The Office of the County Clerk-Recorder has requested that the District adopt a resolution requesting consolidation with the November 7, 2006, General Election. This provides for the election of the District's Board of Directors to be included on the ballot with the General Election.

RECOMMENDATION

Adopt attached Resolution.

ATTACHMENT

Resolution
Special District Calendar of Events for the November 7, 2006 Consolidated General Election
Important Dates for Candidates

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2006-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
REQUESTING THE BOARD OF SUPERVISORS OF
THE COUNTY OF SAN LUIS OBISPO TO CONSOLIDATE
A GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 7, 2006,
WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE
SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTION CODE**

WHEREAS, the Board of Directors of the Nipomo Community Services District has called a District Election to be held on November 7, 2006, for the purpose of the election of three members of the Board of Directors for full terms of four years, and

WHEREAS, pursuant to Section 10555 of the Elections Code, said election may be consolidated with other elections to be held on the same day pursuant to Chapter 3, Part 3, Division 10 of the Elections Code (commencing with Section 10400); and

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of the local agency adopt regulations pertaining to the materials prepared by any candidate for election, including the costs of the candidate's statement; and

WHEREAS, the Board of Directors of the Nipomo Community Services District desires to request the San Luis Obispo County Board of Supervisors to consolidate the District's General Election with the Statewide General Election to be held on the same date.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of Section 10403 of the Election Code, the Board of Supervisors of the County of San Luis Obispo is hereby requested to consent and agree to consolidate the District's General Election with the Statewide General Election to be held on Tuesday, November 7, 2006, for the purpose of the election of three members to the Nipomo Community Services District Board of Directors.

- A. This request is made pursuant to Section 10555 and 10400, et seq of the Election Code.
- B. That the County Election Department is authorized to canvas the returns of the District election.
- C. That the District recognizes that additional costs will be incurred by the County by reasons of this consolidation and agrees to reimburse the County for the additional costs.
- D. The Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

Section 2. The Notice to County Election Official attached hereto as Exhibit "A" provides that the candidate will pay for the printing and handling of the Statement of Qualifications is hereby approved and adopted.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2006-XXX

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
REQUESTING THE BOARD OF SUPERVISORS OF
THE COUNTY OF SAN LUIS OBISPO TO CONSOLIDATE
A GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 7, 2006,
WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE
SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTION CODE

Section 3. The Secretary to the Board is hereby directed to file a certified copy of this Resolution, with attachments, with the Board of Supervisors and the County Elections Department of the County of San Luis Obispo.

On the 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 24th day of May, 2006.

Lawrence Vierheilig, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

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EXHIBIT "A"
NOTICE TO COUNTY ELECTIONS OFFICIAL - ELECTIVE OFFICES TO BE FILLED
MAP OF DISTRICT BOUNDARIES
PAYMENT OF CANDIDATE STATEMENT OF QUALIFICATIONS
(Elections Code Sections 10509 & 10522)

(Name of District)

To the County Elections Official of SAN LUIS OBISPO COUNTY:

1. Notice is hereby given that the elective offices of the district to be filled at the Consolidated General Election on November 2, 2006, are as follows:

NUMBER OF DIRECTORS TO BE ELECTED

TERM OF OFFICE

FOUR YEAR TERM(s)

TWO YEAR TERM(s)

2. The qualifications of a nominee and of an elective officer of the district are as follows:

SHALL BE A REGISTERED ELECTOR RESIDING WITHIN
THE DISTRICT

3. Pursuant to Elections Code Section 10522, a map showing the boundaries of the district is attached.

Have the boundaries changed since 2004?

YES _____ NO

Date map was last updated

4. Please indicate whether the **DISTRICT** or the **CANDIDATE** will pay for the printing and handling of the Statement of Qualifications, per Elections Code Section 13307:

DISTRICT _____ CANDIDATE

Dated: _____

District Secretary=s Signature

(DISTRICT SEAL)

NOVEMBER 7, 2006 CONSOLIDATED GENERAL ELECTION

IMPORTANT DATES FOR CANDIDATES


<u>DATE</u>	<u>EVENT</u>
July 31, 2006	Semi-Annual Campaign Statement Filing Deadline (Gov Code 84200,84218)
July 17 - August 11, 06	Nomination Period. Incumbents must file by August 11 th at 5:00 PM. (EC 8070, 8082) Please call the Elections Division at 781-5228 to make an appointment.
August 12 - Aug 16, 06**	Extension of Nomination Period (Non-Incumbents Only) (EC 8024)
August 14, 2006	Last Day to withdraw Candidate Statement of Qualifications by 5:00PM. (EC 13307a3)
October 5, 2006	Filing Deadline- Pre-Election Campaign Statement (Gov Code 84200.5, 84200.7(a))
Sept. 11 - Oct 24, 2006	Write-In Period (EC 8601)
October 9, 2006*	29 Day Close of Registration - First day Absentee Ballot are available - Last day to register to vote in order to receive a Sample Ballot & State Ballot Pamphlet (EC 3001, 3003)
October 23, 2006	15 Day Close of Registration - Voters registering between October 9 th & 23 rd will receive notification of their polling place, but will not receive any other voter information.(EC 2102, 2107)
October 26, 2006	Filing Deadline - Pre-Election Campaign Statement (Gov Code 84200.5, 84200.7(a))
October 31, 2006	Last day to mail Absentee Ballots. (EC 3001)
November 7, 2006	Election Day. Polls open at 7:00am. Polls close at 8:00pm.

*Holiday

** If an eligible incumbent fails to file by the deadline, a five day extension period is allowed for any person other than the incumbent to file.

SPECIAL DISTRICT CALENDAR OF EVENTS
NOVEMBER 7, 2006 CONSOLIDATED GENERAL ELECTION

DATE/DEADLINE	EVENT
JULY 5, 2006 125 days EC §10509, 10522	District Secretary completes and delivers to the County Elections Official, the Notice of Elective Offices to be filled, along with the map of the district's boundaries.
JULY 10- AUG 9, 2006 120-90 Days EC Code §12112 EC §12113	County Elections Official shall publish the Notice of Election for each district containing: <ol style="list-style-type: none"> 1. The date of the election 2. The office for which candidates may file 3. The qualifications for office 4. Location where candidates may file for office and the deadlines 5. Statement regarding appointments EC §10515 In addition, County Elections official, shall, by a general press release, set forth the offices to be filled and a telephone number to call for information. County Elections Official shall deliver a copy of all published notices to the District Secretary for posting in the district office.
JULY 17- AUG 11, 2006 113-88 Days EC §10510, 10603b EC §10515	Nomination period** - Candidates file declaration of candidacy forms and other related nomination documents with the County Elections Official. No person may file papers for more than one district office at the same election. Candidates for Harbor Commissioner must file nomination papers signed by 25 to 50 registered voters within the District. Insufficient Nominees - if by the close of nominations for a given office, there are insufficient or no nominees, and a petition requesting an election has not been filed, the district will not hold an election. Those candidates who filed Declarations of Candidacy will be appointed in-lieu of election by the Board of Supervisors. Upon recommendation of the District, the Board of Supervisors will make appointments where no candidates filed the requisite papers.
AUG 11, 2006 88 Days EC §10403, 10603b	Last day for districts to file their resolutions requesting consolidation of their election with the November 7, 2006 General Election with the County Elections Official Last day for a candidate to withdraw their Declaration of Candidacy.
AUG 12- AUG 16, 2006 87-83 Days EC §10604	Extended Filing Period - If an incumbent officer does not file a declaration of candidacy by August 11, 2006, any person other than the incumbent , may file between these dates. The extension is not applicable if there is no incumbent to be elected.
AUG 14, 2006 85 Days EC §13307	Last Day for a candidate to withdraw their Statement of Qualifications. Once filed, the statement cannot be changed, only withdrawn. If the office has a filing extension, the last day to withdraw the statement of qualifications is August 17, 2006.
DEC 1, 2006 EC §10554	Term of Office begins. Prior to taking office, each elective officer shall take the official Oath of Office.
JAN 8, 2006 HNC §6050, 6055, 6056	Term of Office for Harbor Commissioners begins at noon. Prior to taking office, each commissioner shall take the official oath and execute any bond required by the principal act.

TO: BOARD OF DIRECTORS
FROM: ED KREINS 
DATE: May 19, 2006



STREET SWEEPING BID AWARD

ITEM

Consider awarding bid for periodic sweeping of paved streets inside the District and authorize execution of agreement with low bidder.

BACKGROUND

In 2005, your Honorable Board directed staff to solicit bids for periodic sweeping of paved streets inside the District. On April 14, 2006, staff distributed the attached Request for Quote to five contractors to provide sweeping services. On May 11, 2006, staff opened the two bids submitted (both attached) and determined that SP Maintenance Services was the low bidder at \$20 per curb mile. The other bidder, Clean Street, quoted \$31 to 37.50 per curb mile. SP Maintenance currently works for other public agencies in San Luis Obispo County and has a good track record with each agency. Staff believes that SP Maintenance's bid is responsive and responsible.

The Draft FY 06-076 Budget proposes an expenditure of \$39,200 for street sweeping. Although the total annual cost of the sweeping must yet be negotiated based on a calculation of curb miles, staff estimates that the annual cost for each year of the three year agreement at \$25,000.

RECOMMENDATION

It is recommended that your Honorable Board award the bid to SP Maintenance Services; authorize execution of a contract with SP based on their quote of \$20 per curb mile; and direct staff to report back on the finalized annual cost following negotiation with SP.

ATTACHMENTS

1. Request for Quote
2. SP Maintenance Services bid
3. Clean Street bid

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CELEBRATING 40 YEARS OF SERVICE
1965 - 2005

NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET
POST OFFICE BOX 326
NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932
Web site address www.nipomocsd.com

MEMORANDUM

TO: STREET SWEEPING VENDORS

FROM: MICHAEL LEBRUN
GENERAL MANAGER

DATE: APRIL 14, 2006

RE: REQUEST FOR QUOTE (RFQ) FOR NIPOMO STREET SWEEPING

NCSD is seeking Quotes from qualified street sweeping firms to provide the street sweeping services specified in the attached Special Provisions for identified paved streets in Nipomo for the period July 1, 2006 through June 30, 2009. Following is a listing of the reaches of the streets to be swept; the frequency of sweeping required per street group; and the number of curb miles (road miles times two) per reach.

Weekly sweeping (blue highlight on overview map)

Tefft Street: From Nipomo Library, just east of Orchard Street, east to Thompson (2.6 Curb Miles)

Thompson Avenue: From Knotts Street, north to Mehlschau Road (3.2 Curb Miles)

Orchard Road: From Tefft Street, south to Story Street (1.8 Curb Miles)

Division Street: From Orchard Road, east to South Frontage Road (1.8 Curb Miles)

South Frontage: From Tefft Street, south to Southland Street (2.4 Curb Miles)

Monthly sweeping (yellow highlight on overview map).

Pomeroy Road: From Tefft, north west to Willow Road (5.0 Curb Miles)

Willow Road: From Pomeroy, west to via Concha Road (3.0 Curb Miles)

North Frontage: From Juniper, north to end of North Frontage (1.2 Curb Miles)

Mary Ave: From Tefft, north to Juniper (.6 Curb Miles)

Quarterly sweeping (Every Three Months)

All paved streets within District Boundary not listed above (Curb Miles TBD)

QUOTE REQUIREMENTS

Seven copies of the quote package must be received by DISTRICT in a sealed envelope by **4 p.m. on Thursday May 11, 2006**, to be considered. The exterior of the envelope must identify the proposal as "Nipomo Street Sweeping Services". Faxes, E-Mails, proposals not enclosed in a sealed/labeled envelope, and proposals received after 4:00 p.m. on Thursday May 11, 2006, will be returned to the submitter.

The quote package shall include as a minimum the following:

1. Completed and Executed Quote Form
 - All blanks must be filled in;
 - The Quote must be signed by an official authorized to bind the firm;
2. Listing of Equipment to be Used
 - Describe each street sweeper and support vehicle;
 - Attach proof of ownership and/or lease interest in each sweeper and support vehicle;
 - Attach proof of insurance for each sweeper and support vehicle
3. Insurance
 - Describe the Firm's Liability and Automobile Insurance Coverage;
 - Describe the Firm's Worker's Compensation Insurance Coverage;
4. References
 - Provide a listing of Agencies that the firm has provided street sweeping services for, including the dates of service, the name of a contact at that agency, the phone number of that contact;

SELECTION PROCESS

NCSD will screen Quote Submittals from May 11, 2006 to May 24, 2006. The Board is tentatively scheduled to select a firm at its May 24, 2006 meeting.

QUOTE EVALUATION

Proposals will be evaluated on the following:

- Cost
- Compliance with Special Provision Requirements
- Prior experience in providing similar services to CA Local Government

Notes:

NCSD reserves the right to reject all submittals and/or re-open submittals at its discretion. NCSD reserves the right to negotiate with lesser ranked firms if the negotiation with the top ranked firm is unsuccessful. The submitter retains no interest in the proposal once received by NCSD.

For more information on the project or this RFQ, contact NCSD Project Assistant Bruce Buel at 805-929-1133 or bbuel@nipomocsd.com.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



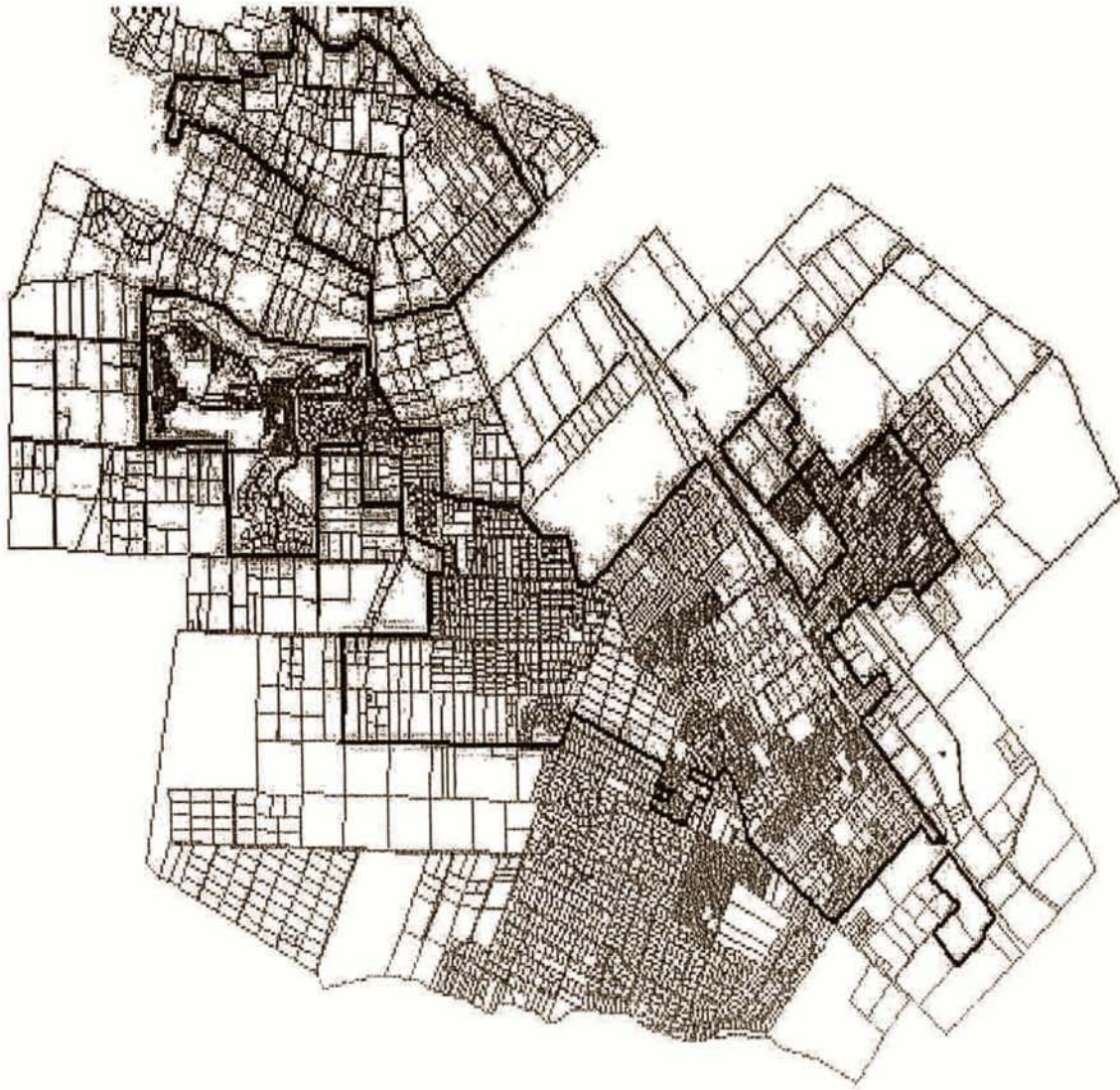
Michael LeBrun, P.E.
General Manager

Enclosures

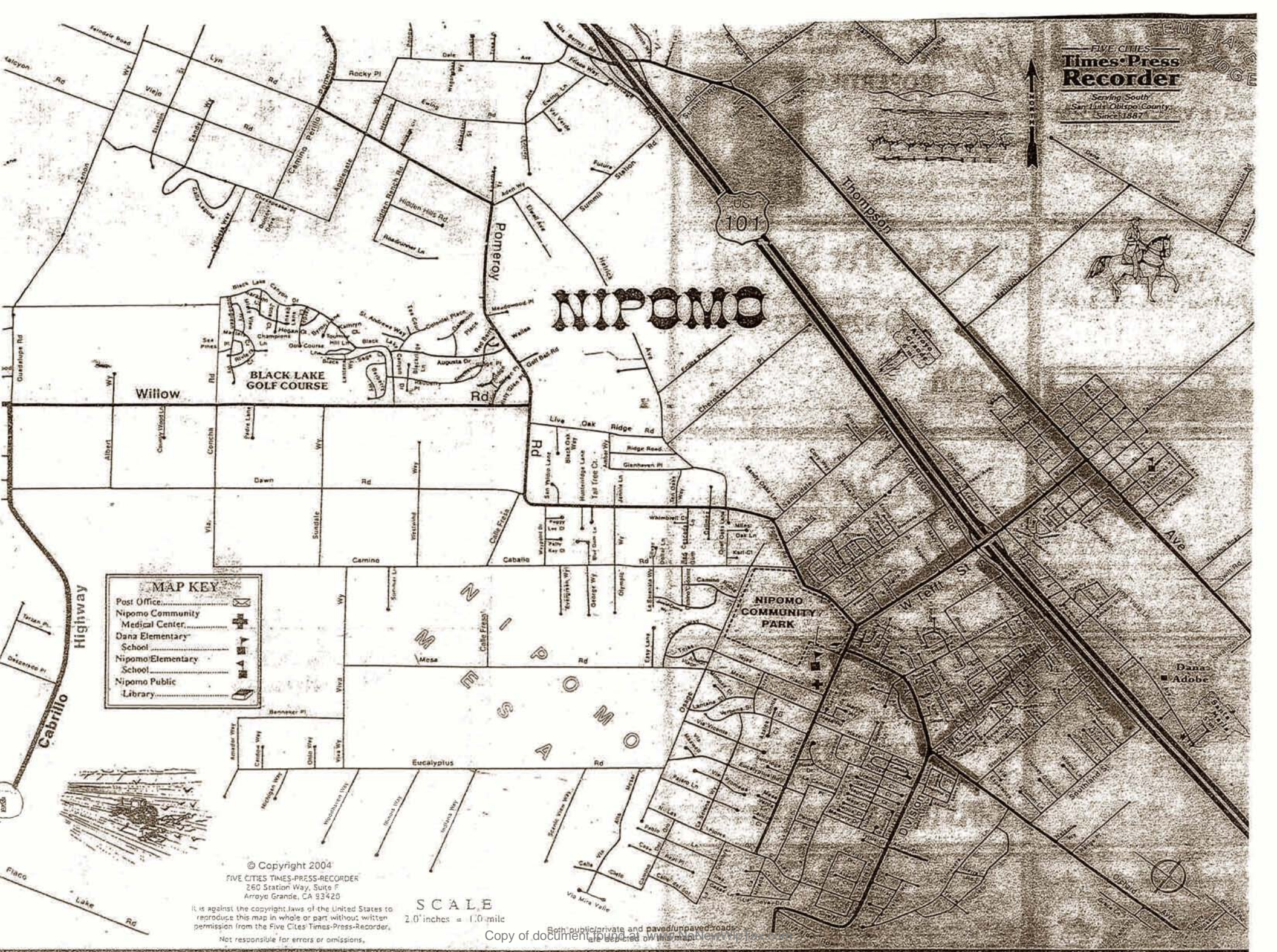
- District Boundary Map
- Map Illustrating Weekly and Monthly Sweeping Areas
- Quote Form
- Special Provisions

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Street Sweeping Proposal



— District Boundry
— Streets



MAP KEY

- Post Office.....
- Nipomo Community Medical Center.....
- Dana Elementary School.....
- Nipomo Elementary School.....
- Nipomo Public Library.....

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 260 Station Way, Suite F
 Arroyo Grande, CA 93420

SCALE
 2.0 inches = 1.0 mile

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Both public/private and paved/unpaved roads are depicted on this map. Copy of document found at www.mapnew.com

QUOTE FORM – APRIL 2006 NIPOMO STREET SWEEPING RFQ

QUOTE TO: NCSD

FOR: STREET SWEEPING SERVICES FROM 7/1/06 TO 6/30/09

NAME OF QUOTER: _____

BUSINESS ADDRESS: _____

_____ PHONE NO. _____

WEEKLY SWEEPING

COST/CURB MILE _____ COST/WEEK _____

MONTHLY SWEEPING

COST/CURB MILE _____ COST/MONTH _____

QUARTERLY SWEEPING

COST/CURB MILE _____

SIGNATURE OF BIDDER _____

TITLE OF SIGNER _____

DATE: _____

NOTE: THIS QUOTE SHALL BE VALID FOR 90 DAYS

NOTE: A CURB MILE EQUALS A LINEAR ROAD MILE TIMES TWO

SPECIAL PROVISIONS

SECTION I

Purpose of the Street Sweeping Contract:

To provide a street sweeping service to the NCSD on a regularly scheduled basis, by removing litter, leaves, dirt, and debris from public paved streets. This program shall leave the streets with a presentable appearance and free from dust created by traffic.

It shall be the contractor's responsibility to furnish at his own expense all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in these specifications.

SECTION II

Contract Period:

Any contract entered into shall be for a period of 36 months commencing on the 1st day of July 2006 and ending on the 1st day of July 2009, unless sooner terminated. The NCSD reserved the right to terminate or suspend this contract at any time as stipulated in Section XIV.

SECTION III

Standards of Service:

- A. The contractor agrees to comply with all applicable provisions of federal, state and/or local laws governing the duties and obligation of businesses And employers.
- B. The standards of performance which the contractor is obligated to perform hereunder are standards considered by the NCSD to be good street sweeping practices. Reference: Street Cleaning Practice. Third Edition. By American Public Works Association.
- C. Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper speed exceed 6 miles per hour.
- D. The contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic.

- E. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in morning hours.
- F. The intersections (cross gutter area) along all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

SECTION IV

Work Performance:

- A. The NCSD will monitor the work performance of the contractor by randomly choosing ten (10) streets of a regular scheduled route to spot check upon completion of that route. It is understood that if three (3) of the streets do not meet acceptable NCSD standards, the contractor will be required to sweep the entire route again within 48 hours at no cost to the NCSD.
- B. If a spot check determines a single street has not met the standards the operator shall resweep within 24 hours at no cost to the NCSD.
- C. All potable water used for dust control will be provided, at no cost to the contractor through fire hydrants. The NCSD will provide a Fire Hydrant Water Meter that is to be used every time the street sweeping vehicle fills up.
- D. The contractor shall provide to the NCSD, immediately following award of contract, the manufacturers gallons per minute (GPM) rating, for dust control, on each street sweeping unit. The contractor shall record the daily quantity of water used by any or all street sweeping equipment used to clean the regularly scheduled route. The daily totals will then be compared against the monthly metered potable water total to assist in verifying, dust control compliance. If the daily recorded water usage does not meet or exceed the monthly metered potable water total, the NCSD considers this a loss of value and reserves the right to reduce the curb mile rate by 50% for that month.
- E. NCSD staff which observe the sweeping of regularly scheduled routes w/o the use of water for dust control will result in a 50% reduction of the curb mile rate for that day.
- F. Regularly scheduled routes that are not completely swept on the assigned day for any reason except for provisions in Sections VII & VIII will require notification of NCSD residents. The contractor will immediately place and pay for a Notice of Street Sweeping Rescheduling in the Five Cities Times

Press Recorder. A 1/16" size advertisement stating the reason for rescheduling and the contractors name and phone number shall be included in the notification. The NCSD reserves the right to add or modify the content of the Notice of Street Sweeping Rescheduling. A final draft of the notification must be approved by the General Manager or his designee prior to placement

- G. Failure to sweep one or more streets, on a regularly scheduled route, may result in the NCSD contracting for the clean up of these streets. All contract and administrative costs incurred as a result of this failure to perform will be deducted from the regular monthly street sweeping invoice.
- H. The determination of acceptable NCSD standards will be made by the General Manager and/or his Designee.

SECTION V

Equipment:

- A. All equipment used for the performance of this contract shall be standard heavy-duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets and alleys of litter, dirt, rocks, leaves and other debris. Equipment shall be properly maintained both as to condition and appearance so as to insure a high level of street sweeping services.
- B. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol.
- C. Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.
- D. Machines must be equipped with an adequate water spray system for dust control.
- E. All units shall be clearly and prominently marked with the contractor's name and unit number.
- F. Contractor must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency.

- G. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement
- H. All units shall have the capability of being contacted by their main office with radio or paging equipment
- I. Contractor shall have the ability to provide two (2) sweepers to the NCSD within four (4) hours notice.
- J. Contractor shall have the ability to provide a mechanical broom type sweeper and an air/vacuum type sweeper within four (4) hours" notice.
- K. Contractor shall clearly display placards rear and side with the following signs in letter size 4" or larger – "Sweeping Provided Courtesy of NCSD".

SECTION VI

Work to be Performed:

During the term of any agreement entered into, contractor shall sweep all designated public streets and curbs and gutters, alleys, street medians, parking lots, center lanes and intersections within the NCSD limits with the frequency as listed in the contract.

The contractor will adhere to the "Street Sweeping Schedule" provided to him by the NCSD. The NCSD reserves the right to modify the "Street Sweeping Schedule" from time to time during the period of the contract. Additions or deletions to this schedule shall be made in accordance with unit prices as shown on the contract proposal, or at the NCSD's sole discretion, as otherwise mutually agreed upon by the contractor and the NCSD.

SECTION VII

Holidays:

The NCSD will not require sweeping service on the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event that a scheduled sweeping shift is missed due to the aforementioned holidays, the contractor shall arrange for sweeping on another day within a five working day period as described in Section III.

SECTION VIII

Inclement Weather:

In the event that a scheduled sweeping shift is not possible due to weather conditions, equipment failure, or other unforeseen occurrences, contractor shall notify the NCSD at the earliest possible time and arrange for sweeping on another day within a five working day period. It is understood that the contractor will make up the missed sweeping shift on the first available day within the five working day limitation, or forfeit any and all compensation for that particular shift.

SECTION IX

Addition Work:

- A. In the event the NCSD desires to extend the street sweeping program to include newly constructed streets or alleys, or streets or alleys procured through annexations, or existing streets not listed or referenced in Section VI, "work to be performed" after the effective date of this agreement, then any additional which is required of the contractor shall be paid for at the applicable price per curb mile as specified in the contractors proposal.
- B. The contractor shall provide additional miscellaneous street sweeping services for work not otherwise specified, in these specifications, at the current hourly rate as specified in the bid proposal when requested to do so by the NCSD.
- C. Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving NCSD streets, alley or parking. Compensation for this work will be paid at the hourly rate as specified in the bid proposal.
- D. In the event the NCSD desires to increase the frequency of sweeping on specific streets for short durations (1 to 2 months), the contractor shall be paid at the applicable price per curb mile as specified in the contractor's proposal.
- E. All sweeping as identified in this section, paragraphs B, C, and D, shall be performed as not to interfere with the proper completion of the regular street sweeping schedule.

SECTION X

Disposal of Sweeping Debris:

The contractor shall dispose of all refuse and debris collected by his sweeping operation by hauling to the Santa Maria Transfer station or another properly established area for disposal of sweeping debris.

SECTION XI

Compensation:

- A. For all services which the contractor is obligated to perform under the terms of this proposal, the NCSD shall pay to the contractor an amount based on cost per Curb mile of street cleaned in monthly installments payable on or before the 15th day of each month succeeding the month during which the service was performed.
8. Failure to sweep shall be deducted from payment, per curb mile, unless made up as stipulated in Sections VII and VIII.

SECTION XII

Insurance Requirements:

The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. Insurance Services Office Form Number GL-0002 (Ed. 1/73), covering comprehensive general liability and insurance services; office form number GL, covering broad form comprehensive general liability, or, Insurance Services Office Commercial General Liability coverage ("Occurrence", Form CG-0001).
 2. Insurance Services Office Form Number CA-0001 (Ed. 1/78), covering automobile liability, Code 1, "Any Auto", and endorsement CA-0025.
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, and Employers' Liability Insurance.
- B. Minimum limits of Insurance: The contractor shall maintain limits no less than:

1. Comprehensive general liability: One million dollars (\$1,000,000.00) combined single-limit per occurrence for bodily injury, personal injury and property damage.
 2. Automobile Liability: One million dollars (\$1,000,000.00) combined single-limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California, and Employers' liability limits of one million dollars (\$1,000,000.00) per accident
- C. Deductibles and Self-Insured Retentions: Any deductibles of self-insured retentions must be declared to and be approved by the NCSD. At the option of the NCSD, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as affects the NCSD, its officials, agents and employees, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions: The policies are to contain the following provisions:
1. General Liability and Automobile Liability Coverages:
 - a. The NCSD, its officials, agents, employees and volunteers are to be covered as primary insureds as respects liability arising out of activities performed by or on behalf of the contractor, or products and completed operations of the contractor, or premises owned, leased or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the NCSD, its officials, agents, employees or volunteers.
 - b. The contractor's insurance coverage shall be primary insurance as respects the NCSD, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the NCSD, its officials, agents, employees or volunteers shall be in excess of the contractors insurance, and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCSD, its officials,

agents, employees or volunteers.

- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage:

- a. The insurer shall agree to waive all rights of subrogation against the NCSD, its officials, agents, employees and volunteers for losses arising from work performed by the contractor for the NCSD.

3. All Coverages: .

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the NCSD.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a best rating of no less than A:XIII.

F. Verification of Coverage: Contractor shall furnish the NCSD with certificates of insurance and with original endorsements affecting coverage required by this clause (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the NCSD before work commences. If so required by the NCSD, the contractor shall furnish to the NCSD a duplicate original policy.

G. Subcontractors: The contractor shall include all subcontractors as insureds under his policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION XIII

Assignment of Contract:

Contractor shall under no circumstances assign this contract or any part thereof to another party without prior written consent from the NCSD.

SECTION XIV

Termination of Contract:

Upon the determination of the NCSD that the quality of workmanship being performed by the contractor does not meet the standards set by the NCSD as outlined in these specifications, and/or for non-compliance of other provisions of any contract entered into, the NCSD may terminate this agreement upon thirty (30) days written notice to contractor.

SECTION XV

Responsibility for Damage:

The NCSD and any of their employees and agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; for any injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of work.

SECTION XVI

Complaints:

All complaints shall first be directed to the General Manager or his Designee, then to the contractor. It shall be the contractor's obligation to resolve all complaints within 24 hours.

SECTION XVII

Independent Contractor Status:

It is expressly understood that the contractor named in any agreement entered into is acting as an independent contractor, not as an agent or employee of the NCSD.

QUOTE FORM – APRIL 2006 NIPOMO STREET SWEEPING RFQ

QUOTE TO: NCSD

FOR: STREET SWEEPING SERVICES FROM 7/1/06 TO 6/30/09

NAME OF QUOTER: SP MAINTENANCE SERVICES, INC.

BUSINESS ADDRESS: 734 RALCOA WAY

ARROYO GRANDE, CA 93420 PHONE NO. (805) 343-9999

WEEKLY SWEEPING

COST/CURB MILE \$ 20.00 COST/WEEK \$20 x 11.8 = \$236

MONTHLY SWEEPING

COST/CURB MILE \$ 20.00 COST/MONTH \$20 x 9.8 = \$196

QUARTERLY SWEEPING

COST/CURB MILE \$ 20.00

SIGNATURE OF BIDDER 

TITLE OF SIGNER PRESIDENT

DATE: 05/11/2006

NOTE: THIS QUOTE SHALL BE VALID FOR 90 DAYS
NOTE: A CURB MILE EQUALS A LINEAR ROAD MILE TIMES TWO

<u>Truck #</u>	<u>Year</u>	<u>Make / Model</u>	<u>Description</u>
25	2002	Tymco 435	4 yard regenerative air sweeper
20	2000	Tymco 600	6 yard regenerative air sweeper
29	1996	Athey Mobil M8-A	5 yard tail broom sweeper
23	1990	Athey Mobil M-9	4 yard, high dump tail broom sweeper
22	1985	Athey Mobil M-8	4 yard tail broom sweeper
18	1982	Athey Mobil 2TE4	4 yard tail broom sweeper

* 2006 Tymco 600- 6-yard regenerative air sweeper on order from GCS Western Power and Equipment, Buena Park, Ca.

#25



A Public Service Agency

REGISTRATION CARD VALID FROM: 04/08/2005 TO: 04/08/2006

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
ISU	2002	2002	DM	2005	12Y	11	4WLA022
BODY TYPE MODEL	MP	MO					VEHICLE ID NUMBER
VA	D	LS					JALE5B14027902368
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	USE TAX	STICKER ISSUED
AUTOMOBILE		05/23/05	40	05/23/05	2	1197	C6987502
							PR EXP DATE: 04/08/2005

REGISTERED OWNER
 SP MAINTENANCE SERVICES INC
 734 RALCOA WY

AMOUNT PAID
 \$ 1921.00

AMOUNT DUE \$ 1921.00
 AMOUNT RECVD
 CASH :
 CHCK : 1921.00
 CRDT :

ARROYO GRANDE
 CA 93420

LIENHOLDER
 CENTER CAPTL CORP
 3 FARM GLEN BLVD

FARMINGTON
 CT 06032

F00 547 30 0192100 0033 CS F00 052305 11 4WLA022 368

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453
 COMPANY Financial Pacific Insurance Company
 POLICY NUMBER 173175A
 EFFECTIVE DATE 09/24/2005
 EXPIRATION DATE 09/24/2008
 YEAR 2002
 MAKE/MODEL ISUZU / TRUCK
 VEHICLE IDENTIFICATION NUMBER JALE5B14027902368
 AGENCY / COMPANY ISSUING CARD
 RJ MCCONNELL INSURANCE SERVICES (962)
 894 MEINCKE AVE
 SAN LUIS OBISPO, CA 93405

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31452
 COMPANY Financial Pacific Insurance Company
 POLICY NUMBER 173175A
 EFFECTIVE DATE 09/24/2005
 EXPIRATION DATE 09/24/2008
 YEAR 2002
 MAKE/MODEL ISUZU / TRUCK
 VEHICLE IDENTIFICATION NUMBER JALE5B14027902368
 AGENCY / COMPANY ISSUING CARD
 RJ MCCONNELL INSURANCE SERVICES (962)
 894 MEINCKE AVE
 SAN LUIS OBISPO, CA 93405

The policy meets the requirements of Section 16059 of the California Vehicle Code.
 SEE IMPORTANT NOTICE ON REVERSE SIDE

INSURANCE IDENTIFICATION CARD

H20

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2008

YEAR 2000 MAKE/MODEL FREIGHTLNR / TRUCK VEHICLE IDENTIFICATION NUMBER 1FV67FAAGYHA42431

AGENCY / COMPANY ISSUING CARD
RJ MCCONNELL INSURANCE SERVICES (982)
894 MEINECKE AVE
SAN LUIS OBISPO, CA 93405

INSURED
SP MAINTENANCE SERVICES, INC.
734 RALCOA WAY
ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 18056 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006

YEAR 2000 MAKE/MODEL FREIGHTLNR / TRUCK VEHICLE IDENTIFICATION NUMBER 1FV67FAAGYHA42431

AGENCY / COMPANY ISSUING CARD
RJ MCCONNELL INSURANCE SERVICES (982)
894 MEINECKE AVE
SAN LUIS OBISPO, CA 93405

INSURED
SP MAINTENANCE SERVICES, INC.
734 RALCOA WAY
ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 18056 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

AUTO 09/18/2005 TO 09/18/2006 REGISTRATION VALID FROM TYPE 11 LICENSE NUMBER 4KQY074

VEHICLE IDENTIFICATION NUMBER 1FV67FAA9YHA42431

BODY TYPE MODEL VA
DATE ISSUED 09/24/2005

CYLS.	DATE FIRST SOLD	CLASS	MAKE
00	00/00/1999	HX	FRHT
TYPE VEH. MP AX WC UNLADENWG/GW			TOTAL FEES PAID
12Y	D		\$222

4000

REGISTERED

SP MAINTENANCE SVCS INC
734 RALCOA WAY
ARROYO GRANDE CA 93420-9620

LICENSE HOLDER

COAST NATL BK
500 MARSH ST

R0040
L0176

SN LUIS OBISP

93401
141091520054217

Copy of document found at www.NoNewWipTax.com

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD

F3950734

INSURANCE IDENTIFICATION CARD

CA
(STATE)

COMPANY NUMBER COMPANY Financial Pacific

POLICY NUMBER 172475A EFFECTIVE DATE 9/24/2005 EXPIRATION DATE 9/24/2006

YEAR 1996 MAKE/MODEL Athey MOBILE SWEEPER VEHICLE IDENTIFICATION NUMBER 1A9N25DB3TR059007

AGENCY/COMPANY ISSUING CARD
R.J. McConnell Insurance Services
894 Meinecke Avenue
P.O. Box 637
San Luis Obispo CA 93405 (805) 545-8206

INSURED
SP Maintenance Services, Inc
734 Ralcoa Way

Arroyo Grande CA 93420

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon
as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each
vehicle involved.

The policy meets the requirements of Section 16056 of the California Vehicle Code.

ACORD 50 (1/83)

@ ACORD CORPORATION 1983

#29



REGISTRATION CARD VALID FROM: 03/08/2006 TO: 03/08/2007

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
ATHEY	1996	1996	LK	2006	12Y	11	5SZD733
BODY TYPE MODEL	MP	MO				VEHICLE ID NUMBER	
VA	D	MP				1A9N25DB3TR059007	
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
AUTOMOBILE		03/02/06	40	03/02/06	2	G0197891	

PR EXP DATE: 12/31/1999

AMOUNT PAID
\$ 331.00

REGISTERED OWNER

SP MAINTENANCE SERVS INC
734 RALCOA WAY

AMOUNT DUE	AMOUNT RECVD
\$ 331.00	CASH : 337.00
	CHCK : 337.00
	CRDT : 6.00
HQ REFUND	

ARROYO GRANDE
CA 93420

LIENHOLDER

CENTER CPTAL CORP
3 FARM GLEN BLVD

FARMINGTON
CT

06032

Copy of document found at www.NoNewWipTax.com

F00 691 B1 0033100 0032 CS F00 030206 11 5SZD733 007

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006

YEAR 1990 MAKE/MODEL MOBILE / M-9 SWEEP R VEHICLE IDENTIFICATION NUMBER 1A9C23DR7KR059177

AGENCY / COMPANY ISSUING CARD R J MCCONNELL INSURANCE SERVICES (962) 894 MEINCKE AVE SAN LUIS OBISPO, CA 93405

INSURED [SP MAINTENANCE SERVICES, INC. 734 RALCOA WAY ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 180059 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006

YEAR 1990 MAKE/MODEL MOBILE / M-9 SWEEP R VEHICLE IDENTIFICATION NUMBER 1A9C23DR7KR059177

AGENCY / COMPANY ISSUING CARD R J MCCONNELL INSURANCE SERVICES (962) 894 MEINCKE AVE SAN LUIS OBISPO, CA 93405

INSURED [SP MAINTENANCE SERVICES, INC. 734 RALCOA WAY ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 180059 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

#23

AUTO 01/28/2006 TO 01/28/2007 11 5AGR120

VEHICLE IDENTIFICATION NUMBER 1A9C23DR7KR059177		MARK FORD	
BODY TYPE MODEL VA	CYLS. 00	DATE FIRST SOLD 00/00/1990	CLASS FN
DATE ISSUED 02/11/2006	TYPE VEH. 12Y	MP D	Yr. Model 2003 1990
	AX D	WC D	TOTAL FEES PAID \$ 159
	UNLADEN/GCW		4000

REGISTERED OWNER
LIENHOLDER

CENTRAL CY LSG LSR
S P MAINT SVCS INC LSE
734 RALCOA WAY
ARROYO GRANDE CA 93420-9620

#23

MIDSTATE BK TRST
PO BX 600



ARROYO GRANDE

R0040
L0110

93421
142020120063368

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006
 YEAR 1985 MAKE/MODEL ATHEY / MBL SWEEP R VEHICLE IDENTIFICATION NUMBER 1A9A24DB2FR059156

AGENCY / COMPANY ISSUING CARD
 RJ MCCONNELL INSURANCE SERVICES (962)
 894 MEINECKE AVE
 SAN LUIS OBISPO, CA 93405

INSURED
 SP MAINTENANCE SERVICES, INC.
 734 RALCOA WAY
 ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 16006 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

#22

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006
 YEAR 1985 MAKE/MODEL ATHEY / MBL SWEEP R VEHICLE IDENTIFICATION NUMBER 1A9A24DB2FR059156

AGENCY / COMPANY ISSUING CARD
 RJ MCCONNELL INSURANCE SERVICES (962)
 894 MEINECKE AVE
 SAN LUIS OBISPO, CA 93405

INSURED
 SP MAINTENANCE SERVICES, INC.
 734 RALCOA WAY
 ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 16006 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

AUTO 07/18/2005 TO 07/18/2006 11 4XSP103

VEHICLE IDENTIFICATION NUMBER

1A9A24DB2FR059156

BODY TYPE MODEL

VA

DATE ISSUED

07/27/2005

CYLS.		DATE FIRST SOLD		CLASS		MAKE	
00/00/0000		EM		2002		MOBIL 1985	
TYPE VEH.	MP	AX	WC	UNLADEN/G/GW	TOTAL FEES PAID		
17Y	D				\$ 135 4000		

REGISTRER

CENTRAL CY LSG LSR
 S P MAINT SVCS INC LSE
 734 RALCOA WAY
 ARROYO GRANDE CA 93420-9620

LIEN HOLDER

MIDSTATE BK TRST
 PO BX 6001

R0040
 L0089

ARROYO GRANDE

93421
 143071620055506

* D

STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
 VALIDATED REGISTRATION CARD F0230398
 READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

INSURANCE IDENTIFICATION CARD

#18

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006

YEAR 1982 MAKE/MODEL ATHEY / MBL SWEEPR VEHICLE IDENTIFICATION NUMBER 820421680

AGENCY / COMPANY ISSUING CARD
RJ MCCONNELL INSURANCE SERVICES (962)
894 MEINECKE AVE
SAN LUIS OBISPO, CA 93405

INSURED

SP MAINTENANCE SERVICES, INC.
734 RALCOA WAY
ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 16056 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 31453 COMPANY Financial Pacific Insurance Company

POLICY NUMBER 173175A EFFECTIVE DATE 09/24/2005 EXPIRATION DATE 09/24/2006

YEAR 1982 MAKE/MODEL ATHEY / MBL SWEEPR VEHICLE IDENTIFICATION NUMBER 820421680

AGENCY / COMPANY ISSUING CARD
RJ MCCONNELL INSURANCE SERVICES (962)
894 MEINECKE AVE
SAN LUIS OBISPO, CA 93405

INSURED

SP MAINTENANCE SERVICES, INC.
734 RALCOA WAY
ARROYO GRANDE, CA 93420

The policy meets the requirements of Section 16056 of the California Vehicle Code.

SEE IMPORTANT NOTICE ON REVERSE SIDE.

REGISTRATION VALID FROM 07/18/2005 TO 07/18/2006 TYPE 11 LICENSE NUMBER 4FTH871

VEHICLE IDENTIFICATION NUMBER

820421680

BODY TYPE MODEL

VA

DATE ISSUED

07/27/2005

CYLS.	DATE FIRST SOLD	CLASS	MAKE
00	00/1982	BL	MOBIL
TYPE VEH.	MP	AX	WC
12Y	G		
UNLADEN/G/GW			TOTAL FEES PAID
			\$82

4000

REGISTERED

SP MAINTENANCE SVCS INC
743 RALCOA WAY
ARROYO GRANDE CA 93420-9620

LINEHOLDER

COAST NATL BK
500 MARSH ST

R0040
L0036

SN LUIS OBISP

93401
143071620055506

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

F0230399

#18

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
5/9/2006

PRODUCER (805) 545-8206 FAX (805) 545-8224
 R.J. McConnell Insurance Services
 Lic No. OD40545
 P.O. Box 637
 San Luis Obispo CA 93406

INSURED
 Sp Maintenance Services, Inc
 734 Ralcoa Way
 Arroyo Grande CA 93420


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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Financial Pacific	31453
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	173175A	9/24/2005	9/24/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll Ded \$1,000	173175A	9/24/2005	9/24/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
City of Nipomo P. O. Box 326 Nipomo, CA 93444-0326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Laura Bolin/LB 

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2006

PRODUCER (805)922-7301 FAX (805)925-2370
 TWIW Insurance Services - #0E52073
 InWest Insurance-LIC#-0424313
 P.O. Box 1099
 Santa Maria, CA 93456

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

INSURED SP Maintenance Services, Inc.
 734 Ralcoa Way
 Arroyo Grande, CA 93420

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Redwood Fire & Casualty Ins Co Cypress Pt	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W613-5585	01/01/2006	01/01/2007	X WC STATUTORY LIMITS	OTH-ER
		OTHER				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 days notice for non payment of premium

CERTIFICATE HOLDER

City of Nipomo
 PO Box 326
 Nipomo, CA 93444-0326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Patti Shiflet/PATTIS

Patricia A Shiflet

REFERENCES

City of Arroyo Grande
P.O. Box 550
Arroyo Grande, CA 93421
Serving since July of 2004.
Contact: Don Spagnolo
Phone No. 473-5440

City of Grover Beach
154 South 8th Street
Grover Beach, CA 93433
Serving since July of 2004.
Contact: Mike Ford
Phone No. 473-4520

City of San Luis Obispo
1260 Chorro Ste. B
San Luis Obispo, CA 93401
Serving since 1996.
Contact: Robert Horch
Phone No. 781-7235

CLEANSTREET

PRESENTS

A PROPOSAL OF STREET SWEEPING SERVICES

EXCLUSIVELY FOR

NIPOMO COMMUNITY SERVICES DISTRICT

MAY 11, 2006

Prepared by:



RICK ANDERSON

1937 WEST 169TH STREET

GARDENA, CA 90247

Email: randerson@cleanstreet.com

Telephone: (800) 225-74316

Fax: (310) 538-8015



CleanStreet
Cleaning Your Environment

May 2, 2006

Mr. Michael Lebrun
General Manager
Nipomo Community Services District
148 South Wilson Street
PO Box 326
Nipomo, CA 93444-0326

RE: PROPOSAL FOR STREET SWEEPING SERVICE

Dear Mr. Lebrun,

The following is our proposal for providing high-quality street sweeping services for Nipomo Community Services District.

This proposal contemplates complete compliance with your specifications.

I will be the representative authorized to execute documents in behalf of CleanStreet.

I welcome your questions and hope we can be of services to the Nipomo Community Services District.

Sincerely yours,
CLEANSTREET

Rick Anderson
Director of Business Development

RA:seg

	<u>SECTION</u>
QUOTE	1
EQUIPMENT.....	2
• PROOF OF OWNERSHIP	
• PROOF OF INSURANCE	
• EQUIPMENT OPERATOR REQUIREMENTS	
• HIRING CRITERIA	
INSURANCE	3
REFERENCES	4
HISTORY OF COMPANY.....	5



QUOTE FORM – APRIL 2006 NIPOMO STREET SWEEPING RFQ

QUOTE TO: NCSD

FOR: STREET SWEEPING SERVICES FROM 7/1/06 TO 6/30/09

NAME OF QUOTER: CleanStreet

BUSINESS ADDRESS: 1937 West 169th Street, Gardena, CA 90247

PHONE NO. (800) 225-7316

WEEKLY SWEEPING

COST/CURB MILE \$31.00 **COST/WEEK** \$365.80

MONTHLY SWEEPING

COST/CURB MILE \$34.50 **COST/MONTH** \$338.10

QUARTERLY SWEEPING

COST/CURB MILE \$37.50

SIGNATURE OF BIDDER *R. Anderson*

TITLE OF SIGNER Director of Business Development

DATE: May 2, 2006

NOTE; THIS QUOTE SHALL BE VALID FOR 90 DAYS
NOTE: A CURB MILE EQUALS A LINEAR ROAD MILE TIMES TWO

EQUIPMENT

The primary street sweeper to be used in the performance of this contract is a Tymco 600. The backup equipment will be a Mobil patriot 7-8A.

All equipment used in the course of this contract will be excellently maintained in both appearance and mechanically.

Attached please see a copy of proof of ownership and proof of insurance for both vehicles.



T-652

Tymco-652 RECEIVED MAY 24 2005



A Public Service Agency

REGISTRATION CARD VALID FROM: 05/08/2005 TO: 05/08/2006

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
TYMCO	1998	1998	ZF	12Y	11	4BGK066
BODY TYPE MODEL	MP	MO				VEHICLE ID NUMBER
VA	D	LS				1FV6HFAA1WH929934
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED
AUTOMOBILE		05/18/05	19	05/07/05	8	C4265142
						PR EXP DATE: 05/08/2005
						AMOUNT PAID
						\$ 232.00

REGISTERED OWNER
CLEANSTREET
1937 W 169TH ST

AMOUNT DUE	AMOUNT RECVD
\$ 232.00	CASH :
	CHCK :
	CRDT :

GARDENA
CA 90247

LIENHOLDER
CIT GROUP/EQP FINANCING INC
PO BOX 27248

COPY

TEMPE
AZ 85285

H06 184 N1 0023200 0015 PS H06 051805 11 4BGK066 934

T-652 AUTOMOBILE INSURANCE IDENTIFICATION CARD
California

The above insurer certifies that the coverage provided by this policy meets the minimum liability limits prescribed by law.

Company #: 21113	Company Name: United States Fire Insurance Company
Name and Address of Insured	POLICY NUMBER
CleanStreet	1337213565
California Street Maintenance	EFFECTIVE DATE
1937 W 169th Street	04/01/2006
Gardena CA 90247	EXPIRATION DATE
	04/01/2007

YEAR	MAKE/MODEL	VEHICLE DESCRIPTION	VEHICLE IDENTIFICATION NUMBER
1998	Tymco Sweeper		1FV6HFAA1WH929934

Agent: Lockton Insurance Brokers, Inc.
Claim Reporting Number: 973-490-6600



THIS CARD MUST BE CARRIED IN THE INSURED
MOTOR VEHICLE FOR PRODUCTION UPON DEMAND
Copy of document found at www.NoNewWipTax.com

REGISTR... ALID FR... TYF DENSE I
AUTO 06/08/2005 TO 06/08/2006 11 4BGK065

Mobil #151

VEHICLE IDENTIFICATION NUMBER

1A9M24DBXWR059001

BODY TYPE MODEL

VA

DATE ISSUED

06/08/2005

CYLS.

00/00/1998

CLASS

MA

MAKE
ATHEY

*YR

Yr. Model

1998

TYPE VEH.

MP

AX

WC

UNLADEN/G/CBW

12Y

D

TOTAL FEES PAID

\$58

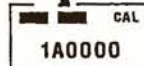
1900

TO REMOVE THE STICKER FROM THE BACKING, BEND STICKER AT SLIT AND PEEL SLOWLY.

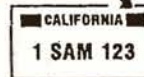
INSTRUCTIONS FOR APPLYING STICKER TO LICENSE PLATE

1. CLEAN SURFACE THOROUGHLY. SCRAPE OFF ACCUMULATED STICKERS (STICKER WILL NOT STICK IF WET OR DIRTY).
2. PUT STICKER ON REAR LICENSE PLATE AS SHOWN BELOW:

MOTORCYCLES:
Right Half of This Well



ALL OTHERS:
In Top Right Corner



EXCEPT:
Truck Tractors And Commercial Vehicles With A Declared Gross Vehicle Weight of 10,001 lbs. or More—Must Apply Sticker To Front Plate

M-151

REGISTERED

OWNER
LIENHOLDER

CLEANSTREET
1937 W 169TH ST
GARDENA, CA 90247-5253

COPY

RECEIVED
JUN 9 2005

BY:
CIT GROUP/EOP FINANCING INC
PO BOX 27248
TEMPE

R0040
L0008



AZ

85285
148052720055039

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

D 7805107

M-151 AUTOMOBILE INSURANCE IDENTIFICATION CARD
California

The above insurer certifies that the coverage provided by this policy meets the minimum liability limits prescribed by law.

Company #: 21113 Company Name: United States Fire Insurance Company

Name and Address of Insured
CleanStreet
California Street Maintenance
1937 W 169th Street
Gardena CA 90247

POLICY NUMBER
1337213565
EFFECTIVE DATE
04/01/2006
EXPIRATION DATE
04/01/2007

YEAR	MAKE/MODEL	VEHICLE DESCRIPTION	VEHICLE IDENTIFICATION NUMBER
1998	Mobil Sweeper		1A9M24DBXWR059001

Agent: Lockton Insurance Brokers, Inc.
Claim Reporting Number: 973-490-6600

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

EQUIPMENT OPERATOR REQUIREMENTS

CleanStreet's equipment is comprised of municipal street sweepers, construction sweepers, parking lot sweepers, pick-up trucks and dump trucks. Many of our vehicles require an operator with a commercial license.

Our street sweeper operator training program lasts two to four weeks. New operators are evaluated by veteran drivers and the regional driver supervisor. During the Introductory Period, trainees are evaluated on safety, performance and progress. Drivers in the training program must pass multiple tests before they are permitted to work alone. Approximately one out of every three trainees is offered permanent employment.

All of our operators are enrolled in the California Department of Motor Vehicles Pull Notice Program. Any operator with a commercial license is enrolled in a consortium for random drug and alcohol testing under Department of Transportation guidelines.

All of our sweepers are equipped with GPS systems which monitor location, speed and gutter broom activity in real time. GPS is monitored daily.

All operators, mechanics and porters attend monthly safety meetings.

All employees are subject to an annual performance review. Anyone who violates Company Policy is verbally warned for the first violation, sent a memo for the second violation and suspended or terminated for any further violations. Serious cases of misconduct can result in immediate termination.

Very few employees who are terminated receive unemployment because their termination usually is a result of violation of Company Policy and falls under the code of Misconduct within Employment Development Department guidelines.

CleanStreet has very little turnover. Like our customers, our employees are loyal and with CleanStreet for the long run.

TO: BOARD OF DIRECTORS
FROM: ED KREINS *EW*
DATE: MAY 19 2006

AGENDA ITEM
D- 5
MAY 24, 2006

ACCEPT EASEMENT OFFER OF DEDICATION

ITEM

Newdoll Construction is offering an easement for an existing District sewer line.

BACKGROUND

Newdoll construction is developing a property through which the District has an existing sewer line. An easement is required along the route of the line.

RECOMMENDATION

Adopt attached Resolution accepting the easement and direct staff to record with the County clerk.

ATTACHMENT

Resolution
Easement Offer of Dedication

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\EASEMENT ACCEPT CO 04 - 0345.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2005- easement co 04-0345**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE SEWER EASEMENT
FOR CO-04-0345 (Story Street Estates)**

WHEREAS, Mr. Robert Newdoll has presented an easement affecting real property for recording, for construction and maintenance of sewer lines under and across the property referenced as APN 092-311-001.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. The sewer easement associated with CO-04-0345 and identified as APN 092-311-001 is accepted and approved for recording.
2. The General Manager is instructed to record the document.

On the motion by Director %%%, seconded by Director %%%, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN: None

the foregoing resolution is hereby adopted this 24th day of May, 2006.

Lawrence Vierheilig, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

T:\BOARD MATTERS\RESOLUTIONS\RESOLUTIONS 2006\2006-%% Accept easement CO 04-0345.doc

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

A portion of APN #: 092-311-001

**GRANT OF EASEMENT
AND AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Legal Description of Easement Granted to District
Exhibit "B" – Depiction of Easement Granted to District
Exhibit "C" – Real Property Legal Description

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into May 18, 2006, by and between Story Street Estates, Inc., (herein "Grantors") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "C".
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").
- C. Grantors desire to convey a utility easement to Nipomo Community Services District over a portion of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A" and as depicted in Exhibit "B".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District facilities, including sewer pipelines and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. MAINTENANCE AND REPAIR

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of subparagraph (b), above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to subparagraph (d), above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable,

the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

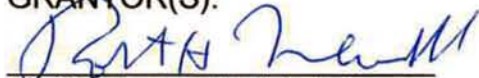
5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):


[Signature must be Notarized]

Robert H. Newdollar, President
[Type or print name]

Date: May 18, 2006

[Signature must be Notarized]

[Type or print name]

Date: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2006, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 2006, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Larry Vierheilig
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

Donna K. Johnson, Secretary
Nipomo Community Services District
Board of Directors

EXHIBIT A
Legal Description

A portion of that real property described in the grant deed to Story Street Estates recorded March 25th, 2005 in Document No. 2005-023600 of Official Records in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at the westernmost corner of the piece of land described in the grant deed to Jennifer Dale recorded October 4th, 2002 in Document No. 2002-083291 of Official Records in said county; thence along the southwesterly boundary of said land described in the grant deed to Jennifer Dale

1. South 40°18'43" East for a distance of 195.00 feet to the southernmost corner of said land and an angle point on the southeasterly boundary of the said land described in the grant deed to Story Street Estates, also being the centerline of Story Street; thence along said southeasterly boundary and centerline
2. South 49°19'32" West for a distance of 17.87 feet to a line that is parallel with and 10 feet southwesterly of an existing sewer main; thence leaving said boundary and centerline along said parallel line
3. North 40°17'25" West for a distance of 690.50 feet to a point on the northwesterly boundary of said land described in the grant deed to Story Street Estates; thence leaving said parallel line and along said boundary
4. North 49°26'38" East for a distance of 70.59 feet; thence leaving said boundary
5. South 40°17'25" East for a distance of 25.16 feet; thence
6. South 49°42'35" West for a distance of 50.59 feet to a line that is parallel with and 10 feet northeasterly of said sewer main; thence along last said parallel line
7. South 40°17'25" East for a distance of 207.12 feet; thence leaving said parallel line
8. South 49°42'35" West for a distance of 7.60 feet to a line that is parallel with and 2.40 feet northeasterly of said sewer main; thence along last said parallel line
9. South 40°17'25" East for a distance of 110.98 feet; thence leaving last said parallel line
10. North 49°42'35" East for a distance of 7.60 feet to said parallel line lying 10 feet northeasterly of said sewer main; thence along last said parallel line

11. South 40°17'25" East for a distance of 152.42 feet to a point on the northwesterly boundary of said land described in the grant deed to Jennifer Dale; thence leaving last said parallel line along said northwesterly boundary

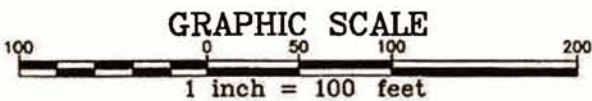
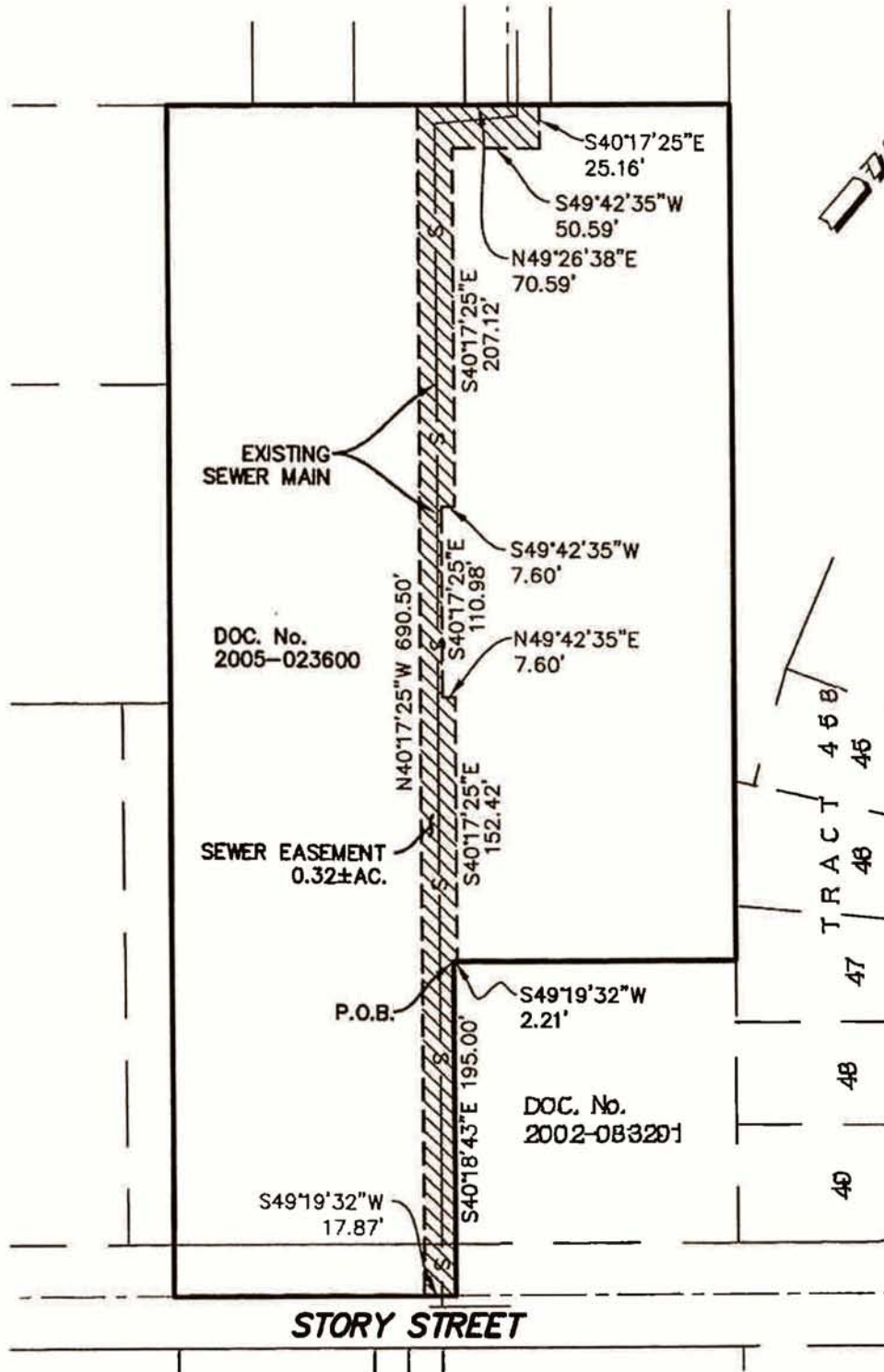
12. South 49°19'32" West for a distance of 2.21 feet to the Point of Beginning.

The above-described parcel contains 0.32 acres, more or less.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.



Exhibit "B"



E:\2003 Survey\1703041 852 Story St Nipomo\Survey\Product\Drawings\PM1703041.dwg, 2:32pm, eslekey



RRM DESIGN GROUP

Creating Environments People Enjoy

3765 South Higuera Street, Suite 102 • San Luis Obispo, California 93401

Phone: 805/543-1794 • Fax: 805/543-4809 • www.rrmdesign.com

Copy of document found at www.NoNewWipTax.com
Vic Montgomery, Architect CA 11090 • Jerry Michael, RCE 38895, LS 6376 • Jeff Farber, Landscape Architect 2844

PLAT

A PORTION OF THAT REAL PROPERTY DESCRIBED IN DOC. No. 2005-023600

PAGE 1 OF 1

DATE: May 16, 2008 SCALE: 1"=100'

Exhibit "C"

LEGAL DESCRIPTION

That portion of Lot 13 of the Resubdivision of a part of Lot 26 of H. C. Wards Subdivision of the Nipomo Rancho, in the un-incorporated area of the County of San Luis Obispo, State of California, according to Map recorded March 19, 1887 in Book A, Page 14 of Maps, described as follows:

Beginning at the most Northerly corner of said Lot;

Thence South $41\frac{3}{4}^{\circ}$ East along the Northeasterly line of said Lot, 495 feet to the most Northerly corner of the property conveyed to George F. Corella and wife by Deed dated March 31, 1948 and recorded June 29, 1948 in Book 478, Page 358 of Official Records;

Thence South $48\frac{1}{4}^{\circ}$ West along the Northwesterly line of the property so conveyed, 165 feet;

Thence South $41\frac{3}{4}^{\circ}$ East along the Southwesterly line of the property so conveyed, 165 feet to the Southeasterly line of said Lot;

Thence South $48\frac{1}{4}^{\circ}$ West along said Southeasterly line, 165 feet to the most Southerly corner of the property conveyed to Floyd A. Morrow and wife by Deed dated February 20, 1948 and recorded March 31, 1948 in Book 475, Page 5 of Official Records;

Thence North $41\frac{3}{4}^{\circ}$ West along the Southwesterly line of the property so conveyed, 660 feet to the Northwesterly line of said Lot;

Thence North $48\frac{1}{4}^{\circ}$ East along said Northwesterly line, 330 feet to the Point of Beginning.

APN: 092,311,001

End of Legal Description

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } ss.

On May 18, 2006, before me, Donna K. Johnson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert H. Newdell
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna K. Johnson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Grant of Easement + Agreement Affecting Real Property
Title or Type of Document: APN 092-311-001
Document Date: May 18, 2006 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

A portion of APN #: 092-311-001

**GRANT OF EASEMENT
AND AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Legal Description of Easement Granted to District
Exhibit "B" – Depiction of Easement Granted to District
Exhibit "C" – Real Property Legal Description

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into May 18, 2006, by and between Story Street Estates, Inc., (herein "Grantors") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following

Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "C".
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").
- C. Grantors desire to convey a utility easement to Nipomo Community Services District over a portion of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A" and as depicted in Exhibit "B".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District facilities, including sewer pipelines and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. MAINTENANCE AND REPAIR

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of subparagraph (b), above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to subparagraph (d), above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable,

the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

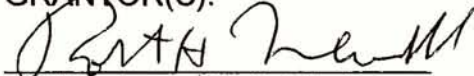
5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):


[Signature must be Notarized]

Robert H. Newdollar, President
[Type or print name]

Date: May 18, 2006

[Signature must be Notarized]

[Type or print name]

Date: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2006, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 2006, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Larry Vierheilig
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

Donna K. Johnson, Secretary
Nipomo Community Services District
Board of Directors

EXHIBIT A
Legal Description

A portion of that real property described in the grant deed to Story Street Estates recorded March 25th, 2005 in Document No. 2005-023600 of Official Records in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at the westernmost corner of the piece of land described in the grant deed to Jennifer Dale recorded October 4th, 2002 in Document No. 2002-083291 of Official Records in said county; thence along the southwesterly boundary of said land described in the grant deed to Jennifer Dale

1. South 40°18'43" East for a distance of 195.00 feet to the southernmost corner of said land and an angle point on the southeasterly boundary of the said land described in the grant deed to Story Street Estates, also being the centerline of Story Street; thence along said southeasterly boundary and centerline
2. South 49°19'32" West for a distance of 17.87 feet to a line that is parallel with and 10 feet southwesterly of an existing sewer main; thence leaving said boundary and centerline along said parallel line
3. North 40°17'25" West for a distance of 690.50 feet to a point on the northwesterly boundary of said land described in the grant deed to Story Street Estates; thence leaving said parallel line and along said boundary
4. North 49°26'38" East for a distance of 70.59 feet; thence leaving said boundary
5. South 40°17'25" East for a distance of 25.16 feet; thence
6. South 49°42'35" West for a distance of 50.59 feet to a line that is parallel with and 10 feet northeasterly of said sewer main; thence along last said parallel line
7. South 40°17'25" East for a distance of 207.12 feet; thence leaving said parallel line
8. South 49°42'35" West for a distance of 7.60 feet to a line that is parallel with and 2.40 feet northeasterly of said sewer main; thence along last said parallel line
9. South 40°17'25" East for a distance of 110.98 feet; thence leaving last said parallel line
10. North 49°42'35" East for a distance of 7.60 feet to said parallel line lying 10 feet northeasterly of said sewer main; thence along last said parallel line

11. South 40°17'25" East for a distance of 152.42 feet to a point on the northwesterly boundary of said land described in the grant deed to Jennifer Dale; thence leaving last said parallel line along said northwesterly boundary

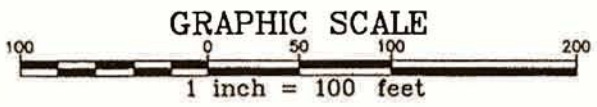
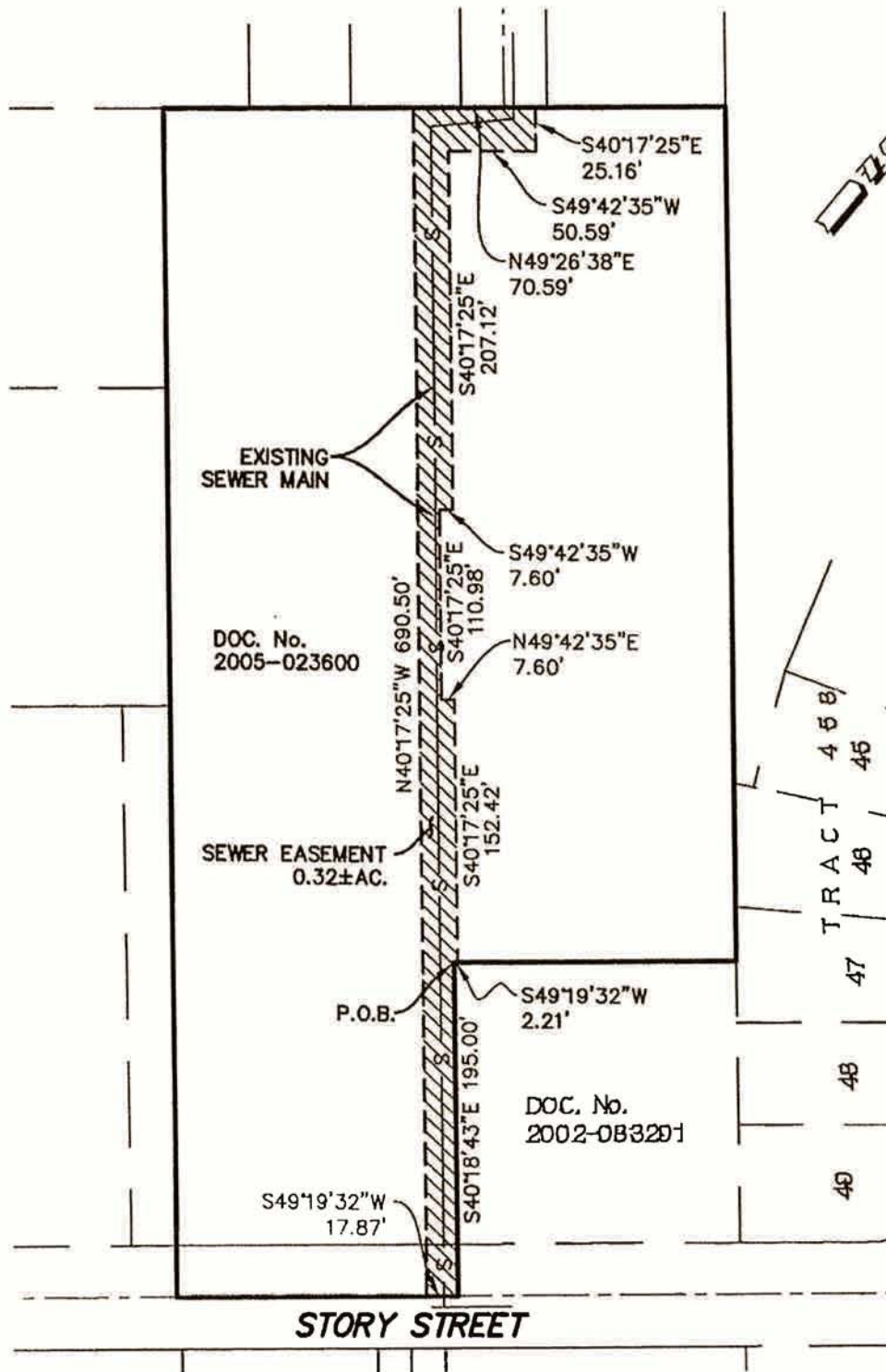
12. South 49°19'32" West for a distance of 2.21 feet to the Point of Beginning.

The above-described parcel contains 0.32 acres, more or less.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.



Exhibit "B"



E:\2003 Survey\1703041 652 Story St Nipomo\Survey\Product\Drawings\PM1703041.dwg, 2:32pm, eeslekey

RRM DESIGN GROUP
Creating Environments People Enjoy
 3765 South Higuera Street, Suite 102 • San Luis Obispo, California 93401
 Phone: 805/543-1794 Fax: 805/543-4609 www.rmdesign.com
Vic Montgomery, Architect CA 11090 • Jerry Michael, RCE 36895, LS 6376 • Jeff Ferber, Landscape Architect 2844

PLAT
 A PORTION OF THAT REAL PROPERTY DESCRIBED IN DOC. No. 2005-023600
 PAGE 1 OF 1
 DATE: May 16, 2006 SCALE: 1"=100'

Exhibit "C"

LEGAL DESCRIPTION

That portion of Lot 13 of the Resubdivision of a part of Lot 26 of H. C. Wards Subdivision of the Nipomo Rancho, in the un-incorporated area of the County of San Luis Obispo, State of California, according to Map recorded March 19, 1887 in Book A, Page 14 of Maps, described as follows:

Beginning at the most Northerly corner of said Lot;

Thence South $41\frac{3}{4}^{\circ}$ East along the Northeasterly line of said Lot, 495 feet to the most Northerly corner of the property conveyed to George F. Corella and wife by Deed dated March 31, 1948 and recorded June 29, 1948 in Book 478, Page 358 of Official Records;

Thence South $48\frac{1}{4}^{\circ}$ West along the Northwesterly line of the property so conveyed, 165 feet;

Thence South $41\frac{3}{4}^{\circ}$ East along the Southwesterly line of the property so conveyed, 165 feet to the Southeasterly line of said Lot;

Thence South $48\frac{1}{4}^{\circ}$ West along said Southeasterly line, 165 feet to the most Southerly corner of the property conveyed to Floyd A. Morrow and wife by Deed dated February 20, 1948 and recorded March 31, 1948 in Book 475, Page 5 of Official Records;

Thence North $41\frac{3}{4}^{\circ}$ West along the Southwesterly line of the property so conveyed, 660 feet to the Northwesterly line of said Lot;

Thence North $48\frac{1}{4}^{\circ}$ East along said Northwesterly line, 330 feet to the Point of Beginning.

APN: 092,311,001

End of Legal Description

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } ss.

On May 18, 2006, before me, Donna K. Johnson, Notary Public
Date Name and Title of Officer (e.g., "Janie Doe, Notary Public")
personally appeared Robert H. Newdell
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna K. Johnson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Grant of Easement +
Title or Type of Document: Agreement Affecting Real Property
A.P.N. 092-311-001
Document Date: May 18, 2006 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444

TITLE ORDER NO.

ESCROW NO.

APN. 092-311-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is: \$0.00 **

CITY TAX is: \$0.00

Monument Preservation Fee is:

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area: City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Story Street Estates, Inc. a California Corporation

hereby GRANT(S) to Nipomo Community Services District

the following described real property in the Unincorporated Area, County of San Luis Obispo, State of California:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**THIS CONVEYANCE IS FOR A SEWER LINE AND PURPOSES INCIDENTAL THERETO OVER THAT CERTAIN LAND SET FORTH ON EXHIBIT A.

Dated: May 15, 2006

Story Street Estates, Inc. a California Corporation

STATE OF CALIFORNIA

}

By: Robert H. Newdoll, President

} ss.

COUNTY OF SAN LUIS OBISPO

}

On MAY 15, 2006 before me,

HOLLIE J. WOGAN, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared ROBERT H. NEWDOLL

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Hollie J. Wogan



(This area for official notarial seal)

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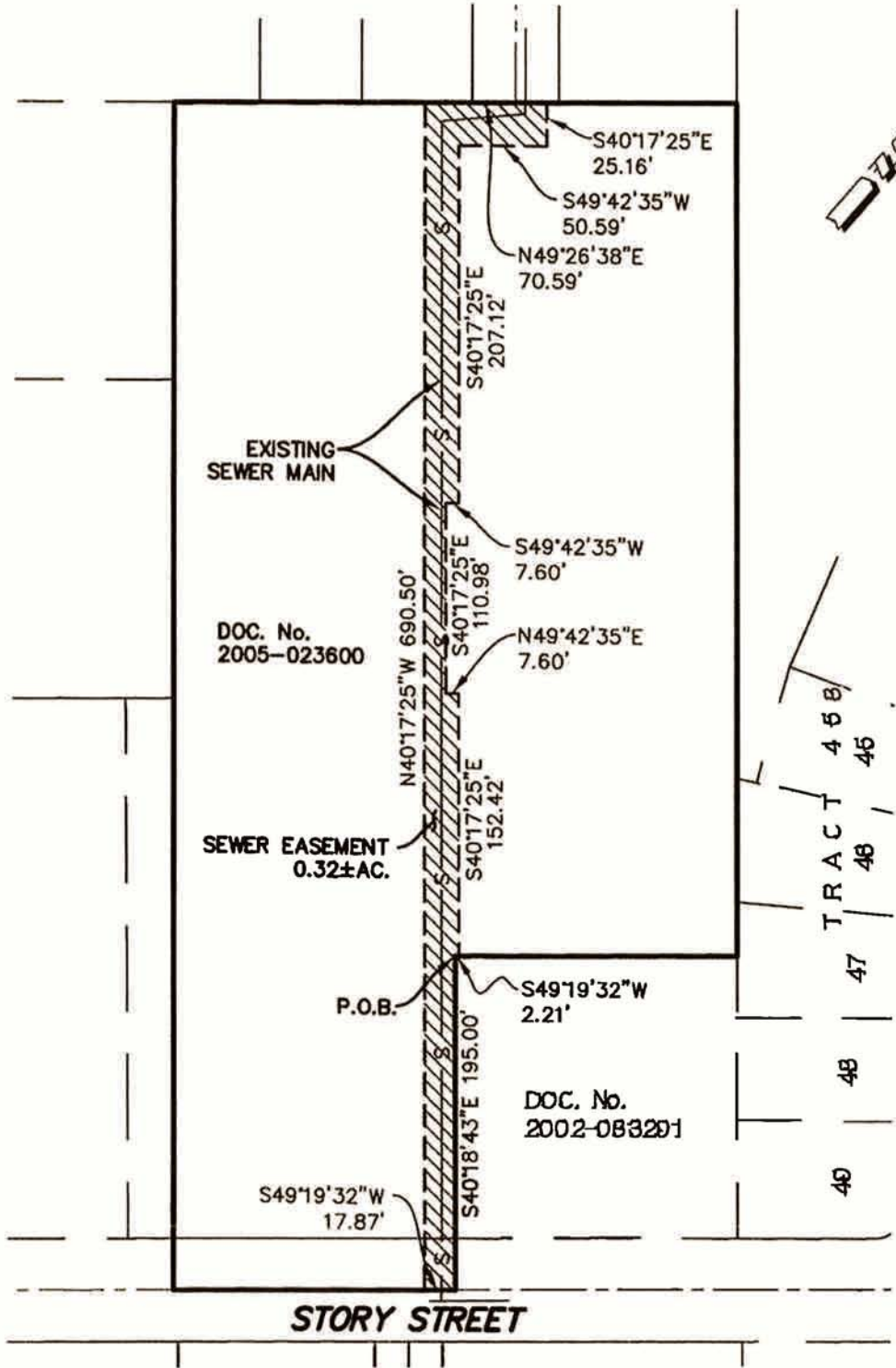
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The above-described parcel contains 0.32 acres, more or less.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

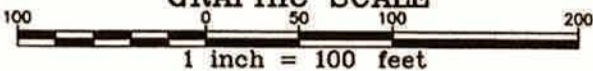


Exhibit "B"



TRACT 45 46 47 48 49

GRAPHIC SCALE



E:\2003 Survey\1703041 652 Story St Nipomo\Survey\Product\Drawings\PM1703041.dwg, 2:32pm, sealekey


RRM DESIGN GROUP
Creating Environments People Enjoy
 3765 South Higuera Street, Suite 102 • San Luis Obispo, California 93401
 Phone: 805/543-1794 • Fax: 805/543-4609 • www.rrmdesign.com
Vic Montgomery, Architect CA 11090 • Jerry Blum, R.C.S. 08805, L.S. 6376 • Jeff Parola, Landscape Architect 2644

PLAT
 A PORTION OF THAT REAL PROPERTY
 DESCRIBED IN DOC. No. 2005-023600
 PAGE 1 OF 1
 DATE: May 16, 2006 SCALE: 1"=100'