TO:

BOARD OF DIRECTORS

FROM:

BRUCE BUEL BY

DATE:

DECEMBER 4, 2007

D-8
DECEMBER 12, 2007

ACCEPT NIPOMO BUSINESS PARK WATER EASEMENT - TRACT 2652

ITEM

Accept Nipomo Business Park Water Easement for Tract 2652 on Mary Avenue.

BACKGROUND

A 20-foot water easement is required for Tract 2652, a commercial development on Mary Avenue. The property owners have offered the Easement and Agreement Affecting Real Property.

RECOMMENDATION

Adopt Resolution 2007-Nipomo Business Park and direct Staff to record the documents.

ATTACHMENTS

Resolution 2007-Nipomo Business Park Easement

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NIPOMO COMMUNITY SERVICES DISTRICT RESOLUTION NO. 2007-XXXX NIPOMO BUSINESS PARK

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT ACCEPTING AN IRREVOCABLE AND PERPETUAL OFFER AND DEDICATION OF WATER PIPELINE EASEMENT FOR TRACT 2652, NIPOMO BUSINESS PARK

WHEREAS, Nipomo Business Park, LP has offered to the Nipomo Community Services District ("District") a water pipeline easement ("Easement") for Tract 2652.

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

- 1. The water easement associated with Tract 2652 and identified as APN 092-572-015, 092-572-025 and 092-572-045 is accepted and approved for recording.
- The General Manager is instructed to record the attached easement.

Upon motion of Directorfollowing roll call vote, to wit:	, seconded by Director, and on the		
AYES: NOES: ABSENT: ABSTAINING:			
the foregoing Resolution is hereby ac	dopted this 12 th day of December, 2007.		
	Michael Winn, President Nipomo Community Services District		
ATTEST:	APPROVED AS TO FORM:		
Donna K. Johnson	Jon S. Seitz		

t:documents\board matters\resolutions 2007\2007-XXXX Nipomo Business Park.doc

RECORDING REQUESTED BY:

NIPOMO COMMUNITY SERVICES

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

APN #: <u>092-572-015</u>
692-572-025
092-572-045

DEED GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY

- 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 "A".
- B. Grantors desire to convey an easement for water pipeline and other District utilities to the Nipomo Community Services District over a portion of said Real Property consisting of a driveway/parking lot to provide District services to Grantors' Real Property.

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

GRANT OF EASEMENT

(1) For the purposes described in Section 2, below, Grantors hereby grant and convey to the Nipomo Community Services District an easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit B" and as depicted in Exhibit "C".

PURPOSE

(2) The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and maintenance (herein collectively "Maintenance") of a District water pipe line facilities and for other District utility purposes (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 to install over, upon, and under the Easement.

AGREEMENT

- (3) It is anticipated by the parties that construction, repair, replacement and inspection 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, over, under, 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) Grantors retain the right to use the Easement Area for paved access to their Real Properties.
- (c) 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.
- (d) Grantor(s) shall remove improvements and or utilities constructed in violation of subparagraph (c), 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.
- (e) 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.

- (f) District has the right to enforce all reimbursement remedies described in paragraph (d), above, by all means available to the District.
- (g) Grantors and all owners of real property receiving service from District Facilities shall be responsible for the operation, maintenance and replacement of all laterals from the District Facilities to the real properties receiving said service.
- (h) Grantors convey to District, its employees and agents, reasonable access to District meter boxes located on Grantors' Real Property, for the purposes of inspection, maintenance and replacement.
- (i) Upon completion of District Maintenance the District shall patch the affected Easement Area.
- (j) Nothing in this Agreement shall be construed or interpreted as relieving Grantor/Owner from performing maintenance (including repaving) the Easement Area/Parking Lot driveway.
- (k) 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.
- (I) 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 form
 the losing party reasonable expenses, attorney's fees and costs.
- (m) The promises, obligations, and representations of Grantor as referenced herein are covenants that run with the land and will be binding on Grantor(s) successors and assigns and shall inure to the benefit of District and District's successors, heirs, assigns, and personal representatives.
- (n) 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.

- (o) This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.
- (p) Recitals A and B are true and correct and incorporated herein by this reference.

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

GRANTOR(S):	
Nipomo Basiness Park,	LP,
[Note: each Grantor's Signature to be Notarized] Managing Fartn	[Note: each Grantor's Signature to be Notarized]
CERTIFICAT	E OF ACCEPTANCE
GOVERNI	MENT CODE §2781
This is to certify that the Nipomo	Community Services District, Grantee, herein,
by Board action on	, 2007, accepts for public purposes the real
property, or interest described in the for	egoing Deed and Grant of Easement from
Grantors, and consents to the recordation	on thereof.
	Nipomo Community Services District
	By:
	Name: Michael Winn
	Title: President,
	Nipomo Community Services District Board of Directors
ATTEST:	
Donna K. Johnson, Secretary	

EXHIBIT "A"

Parcel A: (Certificate of Compliance 2004-051897) (A.P.N.: 092-572-053)

A portion of Parcel 1 and Parcel 2 of Parcel Map CO-70-82, in the County of San Luis Obispo, State of California, according to map recorded May 25, 1971 in Book 6, Page 14 of Parcel Maps, described as follows:

Commencing at the Southeast corner of said Parcel 2;

Thence, on the Easterly boundary of said Parcel 2, North 34° 29' 08" West, 240.00 feet to the Point of Beginning;

Thence, leaving said Easterly boundary, South 55° 30' 52" West, 22.04 feet;

Thence North 34° 29' 08" West, 25.18 feet;

Thence, on a tangent curve having a 25.00 foot radius concave Southerly, having an arc distance of 39.27 feet, through a central angle of 90° 00' 00";

Thence, South 55° 30' 52" West, 219.03 feet;

Thence, North 79° 29' 08" West, 32.43 feet;

Thence, North 34° 29' 08" West, 27.07 feet;

Thence, South 55° 30' 52" West, 107.00 feet to the Westerly boundary of Parcel 1;

Thence, on the Westerly boundary of said Parcel 1, North 34° 29' 08" West, 319.82 feet to the Northerly boundary of said Parcel 1;

Thence, on the Northerly boundary of said Parcel 1, North 55° 30′ 52″ East, 396.00 feet, to the Easterly boundary of said Parcel 2;

Thence South 34° 29' 08" East, 420 feet to the Point of Beginning.

Excepting therefrom an undivided 3/4 interest in and to all oil, gas, minerals and hydrocarbon substances on, in or under said land as reserved by Lee Elmer Zigler, et al., by deed recorded February 16, 1956 in Book 836, Page 106 of Official Records.

Also excepting therefrom 1/4 interest in and to all oil, gas, minerals and hydrocarbon substances on, in or under said land, as reserved by Jessie Zigler, a widow, by deed recorded May 27, 1971 in Book 1617, Page 558 of Official Records.

Parcel B:

A public right-of-way for road purposes and incidental uses over that portion of Parcel 2 of Parcel Map CO-70-82, in the County of San Luis Obispo, State of California, according to map recorded May 25, 1971 in Book 6, Page 14 of Parcel Maps, described as follows:

Beginning at the most Easterly corner of said Parcel 2, said point lies on the Northerly right-of-way line of Tefft Street, said right-of-way being 60 feet wide, thence along the Northeasterly property line of said Parcel 2, North 34° 30′ 00″ West, 240 feet; thence leaving and at right angles to said Northeasterly property line, South 55° 30′ 00″ West, 15.00 feet; thence parallel to said Northeasterly property line, South 34° 30′ 00″ East, 240 feet to the Northerly right of way of Tefft Street; thence along said Northerly right of way, North 55° 30′ 00″ East, 15.00 feet to the Point of Beginning.

EXHIBIT "B"

Waterline Easement Legal Description

Multiple strips of land with various widths in the County of San Luis Obispo, State of California, across a portion of Lots 10 and 11 according to the map entitled, "Re-subdivision of the Southwesterly part of Lot 24 of Howard's Subdivision of the Rancho Nipomo", recorded December 10, 1887, and filed in Book A, at Page 20 of Maps in the office of the Recorder for said County, more particularly described as follows:

A 20.00 foot wide strip of land lying 10.00 feet on each side of the following described centerline:

Commencing at the West corner of said Lot 11, being South 34° 32' 53" East, 659.90 feet from the West corner of said Lot 10;

Thence, along the Northwesterly boundary of said Lot 11, North 55° 28' 07" East, 4.61 feet to a point of the easterly boundary of the Magenta Lane Right-of-Way as dedicated to the public on February 15th, 2007, filed as Document #2007-014894 of Official Records in the office of the Recorder for said County;

Thence, southerly, along the easterly boundary of said Right-of-Way, from a radial bearing North 04° 24' 40"East, on a non-tangent curve to the right that is concave to the southwest with a radius of 90.00 feet, through a central angle of 21° 47' 49", an arc length of 34.24 feet to the **True Point of Beginning**;

Thence, leaving the easterly boundary of said Right-of-Way, North 55° 28' 08" East, 64.83 feet to a point designated here as Reference Point "A";

Thence, North 55° 28' 08" East, 281.34 feet to a point designated here as Reference Point "B";

Thence, North 55° 28' 08" East, 5.00 feet;

And, a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning from said Reference Point "A";

Thence, North 34° 31' 52" West, 45.42 feet;

And, a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning from said Reference Point "B";

Thence, North 34° 31' 52" West, 45.42 feet;

And, a 20.00 foot wide strip of land lying 10.00 feet on each side of the following described centerline:

Commencing at the West corner of said Lot 10, being North 34° 32′ 53″ West, 659.90 feet from the West corner of said Lot 11;

Thence, along the Northwesterly boundary of said Lot 10, North 55° 28' 58" East, 110.67 feet to the **True Point of Beginning**;

Thence, leaving the Northwesterly boundary of said Lot 10, South 34° 32' 26" East, 85.33 feet to a point designated here as Reference Point "C";

Thence, South 34° 32' 26" East, 105.30 feet to a point designated here as Reference Point "D";

Thence, South 34° 32' 26" East, 128.55 feet;

Page 1 of 2

F:\proj\2002\020340\Survey\Design\Design-Calcs\OT-Legal Descriptions\NCSD Waterline Easement.doc

Thence, North 55° 27' 34" East, 15.53 feet to a point designated here as Reference Point "E";

Thence, North 55° 27' 34" East, 225.17 feet to a point designated here as Reference Point "F";

Thence, North 55° 27' 34" East, 42.81 feet;

Thence, North 66° 42' 41" East, 211.49 feet;

Thence, North 55° 27' 27" East, 32.80 feet to the westerly boundary of the Mary Avenue Right-of-Way as conveyed to the County of San Luis Obispo by Grant recorded June 7th, 1989, filed in Book 3328, at Page 166 of Official Records in the office of the Recorder for said County;

And, a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning from said Reference Point "C";

Thence, North 55° 27' 34" East, 26.15 feet;

And, a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning from said Reference Point "D";

Thence, North 55° 27' 34" East, 26.15 feet;

And, a 22.00 foot wide strip of land lying 11.00 feet on each side of the following described centerline:

Beginning from said Reference Point "E";

Thence, South 34° 32' 26" East, 25.88 feet;

And, a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning from said Reference Point "F";

Thence, South 34° 32' 26" East, 26.79 feet;

Furthermore, the sidelines of the herein above described strips of land shall be lengthened and/or shortened to intersect each other at angle points and where the sidelines intersect property boundaries.

End Description

Prepared by:

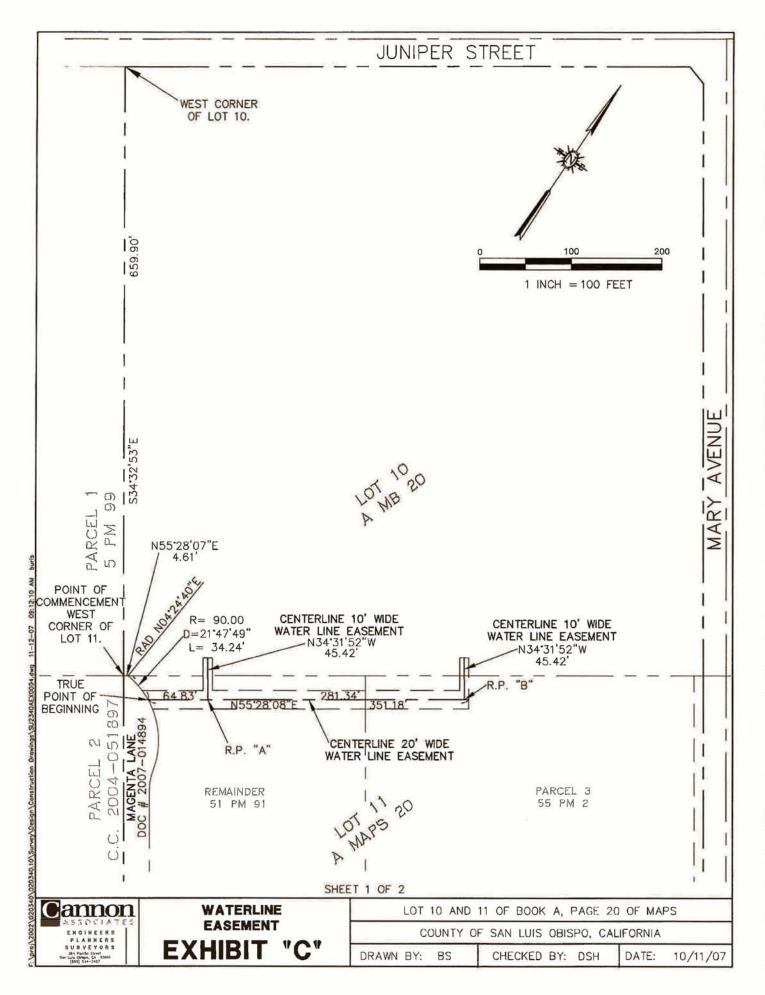
Daviel Hutchinson J.S. 5139 (license renewal 6/30/09)

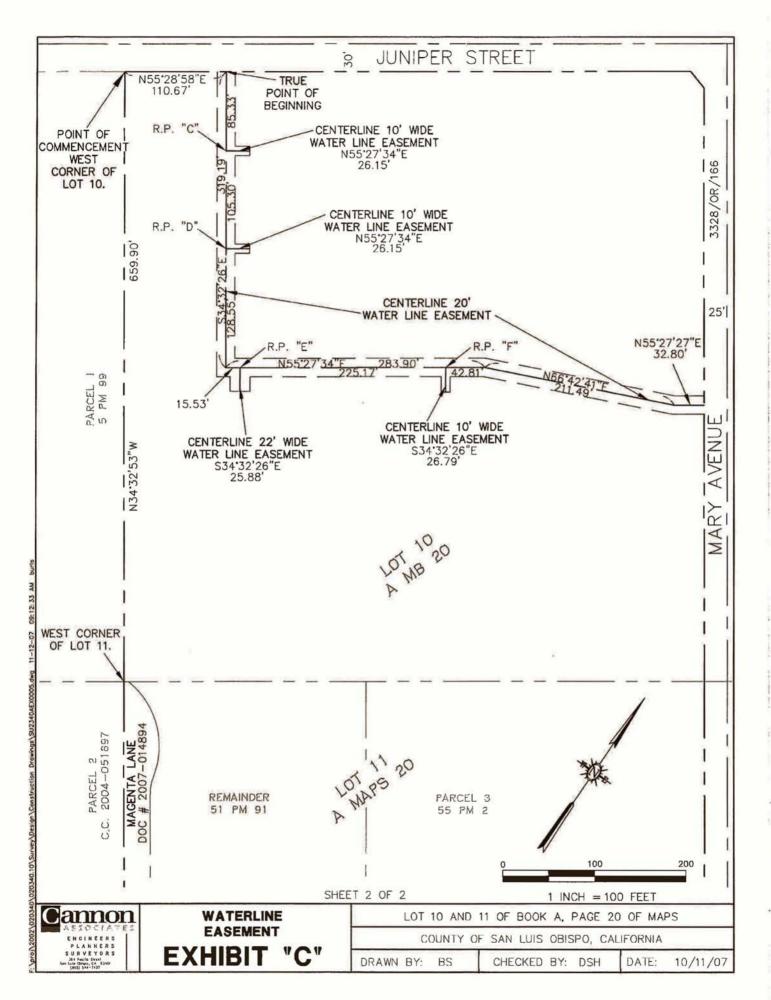
Date: // /2/

2/2007

NO. 5139 W.

Page 2 of 2





STATE OF COUNTY OF on November 12,2007, before me, Khondas Notary Public, personally appeared George Newman _, 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. RHONDA SALMON Commission #1498961 Notary Public Signature California AN LUIS OBISPO COUNTY My Commission Expires July 6, 2008

This area for official notarial seal

My Commission Expires:

Notary Registration Number:

Notary Name:

TO:

BOARD OF DIRECTORS

FROM:

BRUCE BUEL BUT

DATE:

DECEMBER 6, 2007

AGENDA ITEM D-9

DEC. 12, 2007

AUTHORIZE INSTALLATION OF TUMBLER COMPOSTING AND WORM COMPOSTING SYSTEMS

ITEM

Authorize installation of tumbler composting and worm composting systems on District property. [RECOMMEND ADOPTION].

BACKGROUND

The District will be holding a series of four workshops in February 2008. The workshops will provide instruction to assist attendees in incorporating water-saving techniques and plant material into their landscapes. The first workshop is on soil characteristics and techniques to retain water in the landscape. Elements of this workshop include instruction on composting to provide material which can be added to the soil to improve moisture holding capacity and help prevent runoff. Part of the workshop will be instruction on setting up a tumbler composter and a worm composting system. Setting up the two composting systems on District property will demonstrate to workshop attendees that these systems can be easily set up and maintained. Having these two composting systems on the premises will be part of the public-information focus of the future redesigned landscape. The systems will be fenced.

The estimated total costs for the two systems is \$404. Approximate size of the enclosure (adding 48" to each dimension) would be 95"W x 95" D.

Costs of the fencing will depend on the type of fencing required.

ESTIMATED COSTS OF COMPOSTING SYSTEMS		
30-gallon Compost Tumbler (37x31x26")	\$230	
Compost Activator (2 lb)	\$ 11	
Compost Thermometer	\$ 18	
Worm Composting System (3-tray) (16x16x21")	\$ 100	
Redworms (1 lb)	\$ 45	
Fencing	To be determined	

The orders need to be placed in the beginning of January to ensure delivery by February 2, 2008, the date of the soil/composting workshop.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the installation of tumbler composting and worm composting systems on District property, with fencing.

TO:

BOARD OF DIRECTORS

FROM:

BRUCE BUEL BOR

DATE:

DECEMBER 7, 2007

AGENDA ITEM
D-10
DECEMBER 12, 2007

AUTHORIZE ISSUANCE OF COURTESY NOTICES DURING WATER SUPPLY EMERGENCIES

ITEM

Authorize issuance of courtesy notices during water supply emergencies. [RECOMMEND ADOPTION].

BACKGROUND

The District currently bills its customers once every two months (bi-monthly). Approximately half of the District is billed on the even months and the other half on the odd months. The fiscal reasons for bi-monthly billing include minimizing office and field staff by spreading the work over a two month billing cycle rather than a one month billing cycle. It is estimated that it costs approximately \$46,400 per year or \$11 per customer per year to process bi-monthly billing. It is estimated that it would cost approximately \$138,400 per year or \$33 per customer per year to process monthly billing.

In addition, the California Government Code outlines the required number of days to process utility bills, late notices and turn offs. The Government Code requires more than 30 days to process the billing from start to finish. The Government Code requirements are conducive to a bi-monthly billing cycle.

Staff also included in the attached analysis the cost of bi-monthly billing with a monthly courtesy notice during a water supply emergency. The largest additional cost for this would be the cost of reading each meter twelve times a year verses six times a year. It is anticipated that additional staff time will be consumed, however, staff does not anticipate additional personnel would be necessary. The utility billing software program would also have to be modified to meet the requirements of the adopted water supply emergency ordinance. It is estimated that it would cost approximately \$41,500 per year or \$10 per customer to issue a courtesy read notice in addition to the \$46,400 or \$11 per customer per year to process the bimonthly billing.

The Water Conservation Committee met on November 9, 2007, and reviewed the Government Code and the cost of billing options. The Committee unanimously agreed to recommend to the Board of Directors to institute a Mid-Billing Cycle Courtesy Notice system for customers using over their allotment of water during Stages 2, 3 and 4 of a Water Supply Emergency.

RECOMMENDATION

Staff recommends that your Honorable Board direct staff to begin preparing for the issuance of courtesy notices during water supply emergencies upon adoption of the water supply emergency ordinance.

ATTACHMENTS

Monthly vs Bi-Monthly Cost Comparison

NIPOMO COMMUNITY SERVICES DISTRICT BILLING SCENARIOS

MONTHLY vs BI-MONTHLY BILLING COST COMPARISON

Note: Estimated are based on sending out an average of 2,100 bills on a bi-monthly basis or 4,200 bills on a monthly basis and 375 late notices on a bi-monthly basis or 750 late notices on a monthly basis. This estimate does not include current staff salary/benefits.

salai yrbonomo.			COST
	MONTHLY	BI-MONTHLY	DIFFERENTIAL
Meter Reading Service	5,040	2,520	2,520
Postage for First Bill	1,500	750	750
Postage for Late Notice	310	155	155
Mailing Service for First Bill	220	110	110
Mailing Service for Late Notice	80	40	40
Utility Billing Form	250	125	125
Late Notice Form	50	25	25
Envelopes for First Bill	170	85	85
Return Envelopes for First Bill	80	40	40
Envelopes for Late Notice	20	10	10
Return Envelopes for Late Notice	14	7	7
Addition of one new staff to assist with billing-salary/benefits			
(assume starting Step 10 and benefits for family)	3,800	0	3,800
	\$11,534	\$3,867	\$7,667
	x 12	x 12	x 12
	\$138,408	\$46,404	\$92,004
Estimated annual cost per customer (4,200 customers)	\$33	\$11	\$22
One Time additional costs:			
Office Furniture/phone/computer for additional staff-estimate	3,000		
Billing Software additional license for workstation-estimate	500		
	\$3,500		
	Ψ0,000		

BI-MONTHLY BILLING WITH A MONTHLY COURTESY READ DURING WATER SUPPLY EMERGENCY

Note: Estimated are based on sending out an average of 2,100 bills on a bi-monthly basis 375 late notices on a bi-monthly basis. Estimate also includes reading every meter once a month and sending out a courtesy read notice. This estimate does not include current staff salary/benefits.

does not monde current start salary, benefits.	BI-MONTHLY	COURTESY	TOTAL MONTHLY COST
Meter Reading Service	2,520	2,520	The state of the s
Postage for First Bill	750	0	750
Postage for Late Notice	155	0	155
Postage for Courtesy Read	0	750	750
Mailing Service for First Bill	110	0	110
Mailing Service for Late Notice	40	0	40
Mailing Service for Courtesy Read	0	110	110
Utility Billing Form	125	0	125
Late Notice Form	25	0	25
Courtesy Read Form	0	0	0
Envelopes for First Bill	85	0	85
Return Envelopes for First Bill	40	0	40
Envelope for Courtesy Read	0	85	85
Envelopes for Late Notice	10	0	10
Return Envelopes for Late Notice	7	0	7
· · · · · · · · · · · · · · · · · · ·	\$3,867	\$3,465	
	x 12	x 12	
	\$46,404	\$41,580	\$87,984
Estimated annual cost per customer (4,200 customers)	\$11	\$10	\$21

One Time additional cost:

Billing Software custom programming for courtesy read notice-estimate

1,500 \$1,500