

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: MAY 23, 2008



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.**

- D-1) APPROVE WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve Minutes of 5/14/08 Meeting
- D-3) RETAIN SCIENCE DISCOVERY TO IMPLEMENT 2008-09 WATER CONSERVATION CLASSROOM EDUCATION PROGRAM [RECOMMEND APPROVAL]
- D-4) REVISE UTILITY SUPERINTENDENT & FIELD SUPERVISOR JOB DESCRIPTIONS TO RESET RESPONSE TIME [ADOPT RESOLUTION]
- D-5) AUTHORIZE RECORDATION OF SEWER EASEMENT FOR A PORTION OF MEREDITH AVENUE FOR NEWDOLL SUB-DIVISION (CO 04-0342) [ADOPT RESOLUTION]
- D-6) AUTHORIZE AMENDMENT TO CURRENT AGREEMENT WITH SOUTH COUNTY SANITARY SERVICE TO EXTEND TERM THROUGH AUG. 31, 2008 TO FACILITATE NEGOTIATION OF NEW AGREEMENT [APPROVE RECOMMENDATION]
- D-7) DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS FROM OTHER POST EMPLOYMENT BENEFITS (OPEB) PREFUNDING PLAN [ADOPT RESOLUTION]

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TO: BOARD OF DIRECTORS
 FROM: BRUCE BUEL
 DATE: MAY 23, 2008

**AGENDA ITEM
 D-1
 MAY 28, 2008**

**TOTAL COMPUTER
 CHECKS
 \$ 85,182.30**

HAND WRITTEN CHECKS

05-16-08	19755	NIPOMO MARKETPLACE	2,497.50
05-19-08	19756	C TROTTER	100.00
05-19-08	19757	E EBY	100.00
05-20-08	19758	L VIERHEILIG	50.00
05-20-08	19759	J HARRISON	50.00
05-21-08	19760	GREAT WESTERN ALARM	1,464.93

VOID
 NONE

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
015073	05/28/08	ABA01	ABALONE COAST BACTERIOLOG	176.00	.00	176.00	08-911	TOWN WWTF LAB
				20.00	.00	20.00	08-945	BL WWTF LAB
				120.00	.00	120.00	08-946	WATER SAMPLES
				20.00	.00	20.00	08-957	BL WWTF LAB
			Check Total.....	336.00	.00	336.00		
015074	05/28/08	ATT01	AT&T/MCI	228.83	.00	228.83	147013	PHONE SERVICE
				1894.76	.00	1894.76	147013B	T-1 LINE INSTALLATION
			Check Total.....	2123.59	.00	2123.59		
015075	05/28/08	BAN01	THE BANK OF NEW YORK	2194.20	.00	2194.20	1263491	COP BOND ADMINISTRATION
015076	05/28/08	BOI01	BOILER AND STEAM PARTS, I	867.75	.00	867.75	102841	SUPPLIES
015077	05/28/08	BUE01	BUEL, BRUCE	378.25	.00	378.25	051008	CSDA LOBBY DAY IN SACRAME
015078	05/28/08	CAL03	CALIFORNIA ELECTRIC SUPPL	8848.13	.00	8848.13	732605	EUREKA WELL CONTROL PANEL
015079	05/28/08	CAN02	CANNON ASSOCIATES	45.00	.00	45.00	43765	I&E SERVICE
				420.00	.00	420.00	43766	MISTY GLEN LS MAINT
				2089.09	.00	2089.09	43767	BL WELL 3 MAINT
				2126.59	.00	2126.59	43768	BL WELL 4 MAINT
				345.00	.00	345.00	43769	DOOR ALARM - MARIA VISTA
				1972.50	.00	1972.50	43770	EUREKA ALARM
				600.00	.00	600.00	43771	ON CALL CELL ALERTS
				845.00	.00	845.00	43772	BEVINGTON WELL MAINT
				510.00	.00	510.00	43773	MARIA VISTA MAINT
				485.00	.00	485.00	43774	TEFFT ST SYSTEM PSI
				425.00	.00	425.00	43775	CHURCH WELL ALARM
			Check Total.....	9863.18	.00	9863.18		
015080	05/28/08	CWE01	CWEA SSO-WDR WORKSHOP	240.00	.00	240.00	BUEL08	MEMBERSHIP DUES
015081	05/28/08	DWI01	DWIGHT'S AUTOMOTIVE	15.00	.00	15.00	37789	TIRE REPAIR
015082	05/28/08	EBY01	EBY, ED	100.00	.00	100.00	052808	REG BD MEETING 052808
015083	05/28/08	FGL01	FGL ENVIRONMENTAL	56.00	.00	56.00	804351A	BL WWTF LAB
				86.00	.00	86.00	804353A	TOWN WWTF LAB
				81.00	.00	81.00	804916A	BL WWTF LAB
			Check Total.....	223.00	.00	223.00		
015084	05/28/08	GRO01	GROENIGER & CO	954.95	.00	954.95	1271	SUPPLIES
				1390.05	.00	1390.05	1384	SUPPLIES
			Check Total.....	2345.00	.00	2345.00		
015085	05/28/08	HAR02	HARRISON, JAMES	100.00	.00	100.00	052808	REG BD MEETING 052808
015086	05/28/08	KOE01	KOEHLER PLUMBING, INC	75.00	.00	75.00	2793	BACK FLOW DEVICE TEST
015087	05/28/08	M&W01	M & W PUMPS, INC.	1826.36	.00	1826.36	6735	BL SEWER PUMP
015088	05/28/08	NEX01	NEXTEL COMMUNICATIONS	532.38	.00	532.38	87314078	CELL PHONES
015089	05/28/08	OFF01	OFFICE DEPOT	260.80	.00	260.80	430420096	SUPPLIES
015090	05/28/08	POO01	POOR RICHARD'S PRESS	340.80	.00	340.80	191656	SPANISH BROCHURE

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS MAY 23, 2008**

**AGENDA ITEM
D-1
MAY 28, 2008
PAGE TWO**

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
015091	05/28/08	RIC01	RICHARDS, WATSON, GERSHON	11805.70	.00	11805.70	158718	WATER RIGHTS ADJUDICATION
015092	05/28/08	STA07	SRF ACCOUNTING OFFICE	42180.25	.00	42180.25	051408	STATE REVOLVING FUND NO C
015093	05/28/08	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	052808	REG BD MEETING 052808
015094	05/28/08	TRO02	CLIFF TROTTER	91.91	.00	91.91	050708	ACWA CONFERENCE
015095	05/28/08	UND01	UNDERGROUND SERVICE ALERT	135.00	.00	135.00	80050049	UNDERGROUND NOTIFICATION
015096	05/28/08	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	052808	REG BD MEETING 052808
015097	05/28/08	WIN01	WINN, MICHAEL	100.00	.00	100.00	052808	REG BD MEETING 052808

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 43 - Years of Service 1965 - 2008

D2

MINUTES

MAY 14, 2008 AT 9AM

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

MICHAEL WINN, **PRESIDENT**
JAMES HARRISON, **VICE PRESIDENT**
CLIFFORD TROTTER, **DIRECTOR**
LARRY VIERHEILIG, **DIRECTOR**
ED EBY, **DIRECTOR**

PRINCIPAL STAFF

BRUCE BUEL, **GENERAL MANAGER**
LISA BOGNUDA, **ASSIST. GENERAL MANAGER**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DISTRICT ENGINEER**

Mission Statement: The Nipomo Community Services District's mission is to provide the community with reliable, quality and cost-effective services.

Vision Statement: The Nipomo Community Services District's vision is to manage the resources and future growth of the community.

00:00:00

A. CALL TO ORDER AND FLAG SALUTE

President Winn called the May 14, 2008 regular meeting of the Nipomo Community Services District to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all directors were present.

C. PRESENTATIONS AND PUBLIC COMMENT

C-1) COMMANDER HASCALL FROM SLO COUNTY SHERIFF'S OFFICE Update re: Sheriff's Activities on the Nipomo Mesa

Commander Hascall sent word that he could not attend this meeting.

C-2) BATTALION CHIEF BILL FISHER OF CAL FIRE

Battalion Chief Bill Fisher of Cal Fire presented an update of the activities on the Nipomo Mesa. A copy of the outline is available for viewing in the District office.

Station 20 had a total of 95 calls: 3 fires, 7 vehicle accidents, 57 medical calls and 35 other calls. Mesa Station 22 had a total of 66 calls: 10 fires, 8 vehicle accidents, 37 medical and 11 other calls.

He stated that in preparation for the summer, residents need to clear 100 feet of defensible space around structures and mow before 10 a.m.

He stated that there was a two-alarm fire at the Nipomo Recreation Center. When asked about the gas and electric, he stated that it had been turned off long before the fire began.

The Board thanked him for his report.

C-3) NCSD DISTRICT ENGINEER PETER SEVCIK Update re: NCSD Engineering Activities

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Southland WWTF Upgrade, Water and Sewer Master Plan, Santa Maria Waterline Intertie Project, Waterline Relocation for County Drainage Project, Safety Program and other projects in process. He answered questions from the Board. The Board thanked him for the report.

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

C-4) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest

Director Eby

Campfire concert to benefit the Dana Adobe – Saturday, May 18, 2008, 6-9 p.m.
\$35.00 for BBQ and concert or \$25.00 for just concert, or 2 tickets for \$65.00.

Director Harrison

Rotary Club Golf Tournament, Friday, May 16, 2008

Director Winn

SLO County Planning Commission will be considering the Inclusionary Housing Ordinance, Thursday, May 22, 2008, at 8:45 a.m. in the SLO County Supervisors' Chambers. The builder must build affordable houses as a part of his project, build someplace else at the same time, or pay an in-lieu fee instead of building them and those monies would have matching funds with Habitat for Humanity or such. At least 40 high-density projects would be targeted for Nipomo.

Bruce Buel, General Manager

Nipomo is now coordinating the Green Waste Chipping Event

Zone 1 – May 27 – June 6

Zone 2 – June 9 -20

Zone 3 – June 23 – July 3

Sign-up will be at NCSD, not Cal Fire

C-5) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

The following members of the public spoke

Christine Burtness, owner of a mixed-use project on Dana Street, asked the board about modifying the development plan to omit the landscaping meter to save water and the supplemental water fee. She stated that drought-tolerant plants would be installed and would be watered with the domestic meter until established.

The Board suggested Ms. Burtness submit a variance form to the District office.

Greg Nester, developer, asked why his project was not on the agenda for today.

Mr. Buel stated the he responded to Mr. Nester and thought that the only way the District could help him will be when the Blacklake and Town systems merge.

Mr. Nester handed the Board a copy of a letter from the District and asked for some correspondence explaining the situation.

00:34:05

D. CONSENT AGENDA

D-1) APPROVE WARRANTS

D-2) APPROVE BOARD MEETING MINUTES

Approve Minutes of 4/30/08 Meeting

D-3) APPROVE 2008-09 ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE DISTRICT #1

RESOLUTION NO. 2008-1079

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 2008-2009

RESOLUTION NO. 2008-1080

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 2008-2009

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

D. CONSENT AGENDA (continued)

Items D-4 & D-5 were pulled from the Consent Agenda for separate consideration and vote.

Upon motion by Director Vierheilig and seconded by Director Eby, the Board unanimously approved Items D-1, D-2 and D-3. There was no public comment. Vote 5-0.

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

ITEM D-5

D-5) RETAIN SCIENCE DISCOVERY TO IMPLEMENT 2008-09 WATER CONSERVATION CLASSROOM EDUCATION PROGRAM

Upon motion by Director Harrison and seconded by Director Eby, the Board unanimously agreed to continue this item to the next meeting. There was no public comment. Vote 5-0.

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

ITEM D-4

D-4) ADOPT FIRE SAFETY POLICY

Director Vierheilig asked if the proposed Safety Policy was tailored to NCSD. Director Trotter suggested a separate section for electrical fires. . Several Directors objected to a policy that fire extinguishers should not be used. Some amendments were suggested. Jon Seitz, District Legal Counsel, suggested an ad hoc committee to discuss the policy and to research other districts' policies. There was no public comment. Upon motion by Director Eby and seconded by Director Trotter, the Board unanimously agreed to continue this item and form an ad hoc committee consisting of Directors Vierheilig and Harrison to discuss the policy further. Vote 5-0.

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

The Board took a break at 10:04 a.m. and resumed the meeting at 10:17 a.m.

E. ADMINISTRATIVE ITEMS

01:04:42

E-1) ADOPT FINAL REPORT ESTABLISHING BLACKLAKE WATER FUND EQUITY BUY-IN, ADOPT RESOLUTION TENTATIVELY APPROVING BLACKLAKE WATER RATE INCREASE, AND INTRODUCE ORDINANCE MERGING BLACKLAKE AND TOWN WATER DIVISIONS

Bruce Buel, General Manager, recapped that the Board, on April 9, 2008, reviewed options for providing water supply to Blacklake and selected the option of the merger of the Blacklake Water Fund with the Town Water fund, based on the payment of an equity buy-in by Blacklake water customers based on a determination of the Town System Assets that provide service to Blacklake. The Board questioned the timing of the proposed hearings.

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

- E-1) ADOPT FINAL REPORT ESTABLISHING BLACKLAKE WATER FUND EQUITY BUY-IN, ADOPT RESOLUTION TENTATIVELY APPROVING BLACKLAKE WATER RATE INCREASE, AND INTRODUCE ORDINANCE MERGING BLACKLAKE AND TOWN WATER DIVISIONS (continued)

A protest hearing will be set for July 23, 2008. Notices will be mailed to Blacklake property owners and residents at least 45 days prior to the hearing. Staff and some Board members will hold an informational forum in June at Blacklake to provide information and discuss the process.

The following members of the public spoke:

Bill Petrick, NCSD resident – stated that the concept presented today is different from the Director Trotter proposal. The Trotter proposal deals with the quality of service, whereas Mr. Buel's proposal is a buy-in concept. He stated that Mr. Buel has not done what the Board has asked.

Pat Eby, NCSD resident – stated that the charges for water at Blacklake have been wrong for years. She asked if protests can be hand-carried to the District. She asked about the process for renters and owners to file a protest. She asked how the votes will be counted, including BLMA landscaping meters by size, etc.

Jon Seitz, District Legal Counsel, answered that an equitable surcharge (the Trotter proposal) was created on a rational basis. The Town Division water system was built with a certain amount of capacity that could have been sold to other customer as they connected to the system. That capacity was not built to serve Blacklake. It has excess capacity, so it can supply Blacklake. That capacity could have been sold to others beside Blacklake and is a Town Division asset. Developers pay capacity charges to connect to the Town Division water system. The surcharge is for a rational basis for which the excess capacity is taken out of the general system and sold to Blacklake. Developers are charged approx \$2800 capacity charge for each connection. The Board used the Reed Report to determine the \$1600 rather than the rate of \$2800 charged to others. He also stated that the pressure at Blacklake cannot be depended on to provide water to the Town Division. They are different types of systems.

Bruce Buel, General Manager, answered Mr. Petrick's comment. A proposal was developed for the Town portions that benefit Blacklake. There are two separate funds and have been self-supporting. Merging the two funds raises equity issues. To merge Blacklake to Town with a buy-in charge is to attempt to make it equitable to Town and Blacklake Divisions.

Director Harrison stated that Mr. Buel has followed the Board's direction. The Town system is able to serve Blacklake because of the Town assets. The surcharge is trying to make it equitable.

Director Eby asked if the Proposition 218 Protest Hearing will only be for Blacklake. Mr. Seitz answered that because the Town rates are not being affected, it will only be for Blacklake.

Director Trotter stated that Blacklake is bringing some assets to the Town Division.

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

E-1) ADOPT FINAL REPORT ESTABLISHING BLACKLAKE WATER FUND EQUITY BUY-IN, ADOPT RESOLUTION TENTATIVELY APPROVING BLACKLAKE WATER RATE INCREASE, AND INTRODUCE ORDINANCE MERGING BLACKLAKE AND TOWN WATER DIVISIONS (continued)

1.

The Board reviewed the "Blacklake Water Fund Merger with Town Water Fund Financial Plan and User Rates Final Report". Upon motion by Director Harrison and seconded by Director Eby, the Board unanimously adopted the Final Report, as amended. There was no further comment on the report. Vote 4-1 with Director Vierheilg voting no.

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

2.

Upon motion by Director Trotter and seconded by Director Eby, the Board adopted a resolution, as amended, to increase the Blacklake water rates. There was no further public comment. Vote 4-1 with Director Vierheilg voting no.

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

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-1081
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
TENTATIVELY APPROVING A WATER RATE INCREASES
BLACKLAKE WATER DIVISION**

3.

Upon motion by Director Harrison, and seconded by Director Eby, the Board unanimously agreed to have Jon Seitz, District Legal Counsel, read the title only of the proposed ordinance merging the Town and Blacklake Divisions. There was no further public comment. Vote 5-0.

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

Jon Seitz, District Legal Counsel, explained the edits to the ordinance, then read the title of the proposed ordinance.

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2008-_____
AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADDING CHAPTER 3.40 TO THE DISTRICT CODE MERGING
TOWN DIVISION AND BLACKLAKE WATER DIVISION**

4.

Upon motion by Director Eby and seconded by Director Harrison, the Board received the introduction version of the draft ordinance and set consideration for adoption at the August 13, 2008 Board Meeting if there is not a majority protest at the July 23, 2008 Board Meeting. Vote 4-1 with Director Vierheilg voting no.

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

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

02:11:15

E-2) ADOPT ORDINANCE AMENDING MAXIMUM TERM FOR SOLID WASTE FRANCHISE AGREEMENT FROM 10 YEARS TO 15 YEARS

Bruce Buel, General Manager, explained that South County Sanitary Service has requested the Nipomo Community Services District consider a fifteen-year extension of the franchise agreement. There was no public comment.

Upon motion by Director Vierheilg and seconded by Director Eby, the Board unanimously adopted Ordinance 2008-108, amending the Solid Waste Franchise Agreement. Vote 5-0.

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

ORDINANCE 2008-108
AN ORDINANCE OF THE
NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
AMENDING CHAPTER 7.20 OF TITLE 7 OF THE DISTRICT CODE TO
EXTEND FRANCHISE AGREEMENT TIME LIMITS

02:15:00

E-3) CONSIDER DIRECTOR VIERHEILIG REQUEST TO REVIEW STANDARD SPECIFICATIONS LOOPING REQUIREMENT

John Smith, principal from Tartaglia Engineering, and representing Jim David, discussed the letter requesting that the District accept the water main installed in the private street to serve Parcel Map CO 05-0113. He stated that the fire hydrant could be moved; but the owners in the far house would probably prefer that it not be moved.

Jim David, owner of the project, stated that communication about the fees could have been better. When the project was first started, there was no mention of a fire hydrant fee. It may cost up to \$6,000 to move the hydrant into the public street. If nothing can be done for his project, he would like to see that the mistake doesn't happen to others.

Bruce Buel, General Manager, stated that he tried to help avoid looping requirements. The developer can chose between several solutions, none of which are free. The District would prefer to have the hydrant near the main.

There was no action taken.

The Board took a break at 11:41 a.m. and resumed the meeting at 11:49 a.m.

The Board considered E-5 next

00:00:00
Recording
started over

E-5) CONSIDER VILLAGE AT NIPOMO VARIANCE APPLICATION REGARDING OMISSION OF WATER VALVE CANS

Bruce Buel, General Manager, reviewed the request for a waiver of the District's requirement for the installation of valve boxes at the corporation stops for the 1½ -inch and 2-inch water services for Parcel Map CO 06-0037.

Peter Sevcik, District Engineer, answered questions from the Board regarding looping, valve boxes, shutting down water service in case of emergency, etc.

The following members of the public spoke:

Gary Elliston from Fluid Resource Management and Pat Stanhope, Project Manager explained that the detail was missed on the plans. Field inspections were made along the way. Mr. Elliston asked the Board to consider waiver of the requirements because of

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-5) CONSIDER VILLAGE AT NIPOMO VARIANCE APPLICATION REGARDING OMISSION OF WATER VALVE CANS (continued)

the hardship it would cause to repair. The County requires a complete new paving job when the paving gets cut.

Upon motion by Director Harrison and seconded by Director Vierheilig, the Board unanimously rejected the request for a variance. Vote 5-0.

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

Bruce Buel, General Manager, asked if phasing of the project is possible. The Board agreed. Upon motion by Director Harrison and seconded by Director Eby, the Board approved a phasing concept to be brought to a future meeting. Vote 5-0.

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

01:11:00

F. MANAGER'S REPORT

Bruce Buel, General Manager, presented the Manager's Report as written. Additional information includes:

- Regional Water Quality Control Board adopted a resolution initiating the amendment of the basin. The Board weakened the provisions for management activities, pumping, monitoring, and switching of leach fields. They changed those provisions from being "required" to "recommended".
 - Dan Migliazzo has submitted his resignation. Staff has acknowledged and accepted it.
 - Reconstruction of revenues and expenses of litigation – total estimate of revenues - \$1,042,000 to expenses - \$2,737,000
 - CSDA annual meeting July 11, 2008, at Avila Beach Community Center
- Mr. Buel answered questions from the Board.

01:22:00

G. COMMITTEE REPORT

1. April 29, 2008 Finance and Audit Committee Meeting
2. May 5, 2008 Southland WWTF Upgrade Project Committee Meeting

The Report is presented as submitted in the Board packet. There were no questions.

01:22:30

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Vierheilig

The newsletter, which was very good, was received after one event advertised had occurred.

Director Trotter

ACWA trip was very informative.

Director Winn

Asked if the wording on the agenda could change to silence cell phones rather than turning off cell phones.

Asked for a copy of Pat Eby's note.

Asked to agendize a discussion of Greg Nester's project.

Nipomo Community Services District
REGULAR MEETING
MINUTES

00:40:58

I. CLOSED SESSION ANNOUNCEMENTS

Jon Seitz, District Legal Counsel, announced the items to be considered in Closed Session pursuant to Government Code Section 54956.9, which allows the Board to go into Closed Session.

1. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9 SMVWCD 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), MARIA VISTA VS. NCSD (CASE NO. CV 061079), AND MARIA VISTA VS. LINDA VISTA FARMS, NCSD ET AL. (CASE NO. CV 040150);
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; MARIA VISTA ESTATES V. NCSD ET AL. (CASE NO. ND07-10362RR IN UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT, NORTHERN DIVISION)
4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; NCSD VS. SLO COUNTY (CASE NO. CV 070066)
5. ANNUAL PERFORMANCE EVALUATION OF DISTRICT LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54957

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public present to comment.

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 12:31 p.m.

00:42:40

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

The Board came back into Open Session at 1:39 p.m.
Jon Seitz, District Legal Counsel, announced that the Board heard updates on the items listed above. There was no reportable action.

00:43:15

E-4) CONSIDER REQUESTING AMENDMENT OF CSA 1A AGREEMENT TO ADD LATHROP MIXED-USE PROJECT AT HAZEL & DIVISION

Bruce Buel, General Manager, reviewed the application for sewer service for a mixed-use project on Hazel Lane. The property is outside District boundaries. When staff was researching the existing agreement with CSA 1, staff determined that while the parcel is included under the current Memorandum of Understanding (MOU) between the County and the District for CSA 1, only one dwelling unit equivalent is allocated to this parcel. Thus, if the zoning is changed for the parcels, the existing agreement needs to be amended to increase the number of dwelling units allocated to this parcel as well as increase the total number of dwelling unit equivalents provided sewer treatment within CSA 1.

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-4) CONSIDER REQUESTING AMENDMENT OF CSA 1A AGREEMENT TO ADD LATHROP MIXED-USE PROJECT AT HAZEL & DIVISION

The Board discussed the situation. Upon motion by Director Eby and seconded by Director Harrison, the Board unanimously agreed to direct staff to send a letter to San Luis Obispo County for application to amend the MOU. There was no public comment. Vote 5-0.

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

ADJOURN

President Winn adjourned the meeting at 2:27 p.m.

- **THE NEXT REGULAR BOARD MEETING IS MAY 28, 2008.**
TENTATIVELY SCHEDULED ITEMS INCLUDE:
 - SCSS Franchise Agreement
- **THE NEXT SPECIAL BOARD MEETING IS MAY 21, 2008.**
TENTATIVELY SCHEDULED ITEMS INCLUDE:
 - FY08-09 Budget Workshop

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BSB*
DATE: MAY 23, 2008



**RETAIN SCIENCE DISCOVERY TO IMPLEMENT 2008-09
WATER CONSERVATION CLASSROOM EDUCATION PROGRAM**

ITEM

Authorize General Manager to execute the *Cooperative Agreement to Fund the Development of the Water Conservation Education Program by Science Discovery* with Los Osos Community Services District, Golden State Water Company, and S&T Mutual Water Company [RECOMMEND ADOPTION].

BACKGROUND

Staff has participated in a number of discussions, moderated by Kari Wagner of the Wallace Group, with Mark Zimmer (Operations Superintendent for Golden State Water, Nipomo and Los Osos), John Schempf (General Manager for Los Osos CSD) and David Tolley (President of S&T Mutual Water), regarding the concept of utilizing the education services of Science Discovery for classroom presentations on water conservation. The concept involves sharing costs of development between the four water suppliers, with individual suppliers paying for classroom presentations in the elementary schools in the supplier's area.

The Water Conservation Program, as directed and adopted by the Board, strongly focuses on public education and outreach, and the Science Discovery presentations program is listed in the Water Conservation Program as one of the education/outreach measures. The budget for the program, approved by the Board, includes funding for the Science Discovery program.

Mike diMilo, the director of Science Discovery, made a presentation to the NCSD Board on March 26, 2008.

Director Michael Winn attended and observed a Science Discovery classroom presentation.

A Draft *Cooperative Agreement to Fund the Development of the Water Conservation Education Program by Science Discovery*, dated 5/8/2008, was received by Staff, and presented to the Board on 5/14/2008. The cost to the District for development, annual operating cost, and 12 classroom presentations, FY 2008-2009, is \$5178.25. Please refer to the *Cooperative Agreement* table, page 2, for a breakdown of cost sharing.

Members of the Board requested clarification of costs for the District, was provided by Ms. Wagner on 5/23/2008 (see attached) revised *Cooperative Agreement*, table, page 2-3 and *Memorandum* dated 5/14/2008 (see attached).

RECOMMENDATION

Staff recommends that your Honorable Board authorize the General Manager to execute a *Cooperative Agreement* with the four other water purveyors and Science Discovery for classroom presentations FY 2008-2009.

ATTACHMENTS

- *Cooperative Agreement to Fund the Development of the Water Conservation Education Program by Science Discovery, 5/23/2008.*
- *Memorandum, 5/14/2008.*

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**COOPERATIVE AGREEMENT TO FUND THE DEVELOPMENT OF THE
WATER CONSERVATION EDUCATION PROGRAM
BY SCIENCE DISCOVERY**

Water is a precious commodity. For this reason, making efforts to conserve water is a priority for the Los Osos Community Services District, Nipomo Community Services District, Golden State Water Company (Los Osos and Nipomo areas) and S&T Mutual Water Company, who together provide water service to hundreds of customers within the Los Osos and Nipomo areas. Each water purveyor is striving to find new ways to reduce their dependency on their water supply and ultimately reduce the per capita demand.

A proposal has been provided to these water purveyors to develop and implement a Water Conservation Education Program for elementary schools in the Los Osos and Nipomo areas (see attached proposal). The proposal is provided by Science Discovery, whose mission statement is:

Science Discovery will implement a water conservation school education program of exceptional quality. Class presentations will meet the educational objectives of the water purveyors AND correlate with the California Academic Science Standards, meeting the needs of the local teachers.

A large number of the customers in the Los Osos and Nipomo areas have kids in elementary school. Educating our children to conserve water is vital to the future of water conservation. After a classroom presentation, these students will take home valuable insight on how they can change their habits, as well as their family's habits, and ultimately reduce the amount of water they use on a daily basis.

Excessive water use is not just one entity's concern, it is everyone's concern. For this reason, the water purveyors in Los Osos and Nipomo are joining together to help develop the material that will be used by Science Discovery to teach the students how they, too, can conserve water and make an impact in Los Osos and Nipomo.

Based on the proposal issued by Science Discovery, the fees to develop this program are provided in the following Table. The fees are based on the following:

- S&T MWC will only contribute 5% of the costs associated with the components attributed to the design of the puzzle pieces and the presentations within Los Osos. The remaining 95% of the costs will be distributed to the other water purveyors.
- All water purveyors will share in the costs for the Design and Fabrication of the puzzle pieces.
- LOCSO has requested some additional modifications to the puzzle pieces. This cost will only be born by LOCSO.
- The operating costs are an annual fee. The operating fees associated with Los Osos will be born equally by LOCSO and GSWC-Los Osos. The operating fees associated with Nipomo will be born equally by NCSD and GSWC-Nipomo.
- Class presentations in Nipomo will cost \$112 per program and will be born equally by NCSD and GSWC-Nipomo. Class presentations in Los Osos will cost \$105 per program and will be born equally by LOCSO and GSWC-Los Osos.

	All Water Purveyors ¹	Los Osos (LOCSO, GSWC, S&T MWC) ²	Nipomo (NCSD, GSWC) ³	
Project Development Costs				
Design and Fabrication of Five Water Puzzle Pieces	\$ 9,500.00	--	--	
Develop Class Presentation	--	\$ 2,700.00	\$ 2,700.00	
Write and Distribute Teacher Newsletter	--	\$ 925.00	\$ 975.00	
Total	\$ 9,500.00	\$ 3,625.00	\$ 3,675.00	
LOCSO Modifications (LOCSO Only)	--	\$ 325.00	--	
Grand Total	\$ 9,500.00	\$ 3,950.00	\$ 3,675.00	
Cost Sharing				
	\$ 9,500.00 ¹	\$ 3,950.00 ²	\$ 3,675.00 ³	
LOCSO	\$ 2,256.25 ¹	\$ 2,046.88 ²	--	\$ 4,303.13
GSWC - Los Osos	\$ 2,256.25 ¹	\$ 1,721.88 ²	--	\$ 3,978.13
GSWC - Nipomo	\$ 2,256.25 ¹	--	\$ 1,837.50 ³	\$ 4,093.75
NCSD	\$ 2,256.25 ¹	--	\$ 1,837.50 ³	\$ 4,093.75
S&T MWC (5%)	\$ 475.00 ¹	\$ 181.25 ²		\$ 656.25
¹ These costs are shared by all water purveyors. Costs breakdown based on S&T MWC contributing 5%, remaining 95% split between 4 water purveyors equally. ² Costs shared only between Los Osos water purveyors. Breakdown based on S&T MWC contributing 5%, remaining 95% split equally between LOCSO and GSWC – Los Osos. ³ Costs shared only between Nipomo water purveyors. Breakdown based on equal split between NCSD and GSWC – Nipomo.				

Annual Operating Costs (Projected)				
Los Osos (GSWC & LOCSD)		\$	550.00	
Nipomo (GSWC & NCSD)				\$ 825.00
Annual Presentation Costs (Projected)				
Los Osos (GSWC & LOCSD) – 8 @ \$105 each		\$	840.00	
Nipomo (GSWC & NCSD) – 12 @ \$112 each				\$ 1,344.00

In a joint effort, the four water purveyors are working with Science Discovery to provide the best tools for the students in Los Osos and Nipomo for water conservation. Each of the water purveyors will accept agreements with Science Discovery to share the costs. The final costs for each of the water purveyors is as follows:

	Design Development Costs ¹	Annual Operating Costs ²	Annual Presentation Costs ³	Total
LOCSD	\$ 4,303.13	\$ 275.00	\$ 420.00	\$ 4,998.13
GSWC – Los Osos	\$ 3,978.13	\$ 275.00	\$ 420.00	\$ 4,673.13
GSWC – Nipomo	\$ 4,093.75	\$ 412.50	\$ 672.00	\$ 5,178.25
NCSD	\$ 4,093.75	\$ 412.50	\$ 672.00	\$ 5,178.25
S&T MWC	\$ 656.25	--	--	\$ 656.25

¹ Includes apportioned costs for design development, puzzle fabrication, development of class presentations, and writing and distributing teacher material.

² Cost is split equally between the water purveyors within either Nipomo Area or Los Osos Area. (i.e. \$550/2 = \$275 for LOCSD and GSWC – Los Osos.

³ Cost is split equally between the water purveyors within either Nipomo Area or Los Osos Area. (i.e. \$1,344/2 = \$672 for NCSD and GSWC – Nipomo.



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.ncsd.com

MEMORANDUM

TO: BRUCE BUEL, GENERAL MANAGER

FROM: CELESTE WHITLOW, CONSERVATION AND PUBLIC OUTREACH
COORDINATOR

DATE: MAY 14, 2008

RE: \$7 DIFFERENCE BETWEEN SCIENCE DISCOVERY CHARGES FOR
CLASSROOM PRESENTATIONS (\$105 FOR LOS OSOS, \$112 FOR NIPOMO)

Kari Wagner (Wallace Group) and Michael DiMilo (Science Discovery) report that the \$7 difference is for travel costs. Los Osos is closer to Science Discovery's offices than is Nipomo.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MAY 23, 2008

AGENDA ITEM
D-4
MAY 28, 2008

REVISE UTILITY SUPERINTENDENT & FIELD SUPERVISOR JOB DESCRIPTIONS
TO RESET RESPONSE TIME

ITEM

Revise Utility Superintendent & Field Supervisor Job Descriptions to reset response time [RECOMMEND ADOPTION].

BACKGROUND

Historically, NCSD has required that all Utility employees be able to arrive at District facilities within thirty (30) minutes from the time an initial call-back notification is received. This requirement is necessary to provide reasonable and prompt emergency response.

NCSD modified the job description of the Utility Supervisor on September 4, 2002, to accommodate the new Utility Supervisor. The job description was modified from thirty (30) minutes to sixty (60) minutes. At the time the Utility Superintendent position was created, the sixty (60) minute requirement was included in that job description.

It is recommended that the job descriptions for the Utility Superintendent and Utility Field Supervisor be modified to reset the response time from sixty (60) minutes to thirty (30) minutes.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached Resolution.

ATTACHMENTS

- Resolution

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-reset response time**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT PERSONNEL POLICY TO
REVISE UTILITY SUPERINTENDENT AND UTILITY FIELD SUPERVISOR JOB DESCRIPTIONS TO
RESET RESPONSE TIME**

WHEREAS, the Nipomo Community Services District (herein "District") Board of Directors (herein "Board") is a local governmental agency formed and authorized to provide services within its jurisdiction, pursuant to Section 61000 et seq. of the California Government Code; and

WHEREAS, pursuant to District Resolution 2007-1018, the District Board of Directors adopted the NCSD Personnel Policies and Procedures; and

WHEREAS, the District Board of Directors desires to revise the Utility Superintendent and Utility Field Supervisor job descriptions to reset response time; and

WHEREAS, the job description for the Utility Superintendent currently states:
May be required to work on evenings, weekends and holidays. Must be able to arrive at District facilities within sixty (60) minutes from the time of an initial call-ball notification; and

WHEREAS, the job description for the Utility Field Supervisor currently states:
Regular on-call duty for response to off-hours emergency situations is required. Must be able to arrive at District facilities within sixty (60) minutes from the time of an initial call-back notification.

NOW, THEREFORE, the Board of Directors of the Nipomo Community Services District does hereby resolve, declare, determine and order as follows:

The Utility Superintendent and Utility Field Supervisor job descriptions be modified by removing the words sixty (60) minutes and replacing it with the words thirty (30) minutes.

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

AYES:
NOES:
ABSENT:
CONFLICTS:

the foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the Nipomo Community Services District this 28th day of May, 2008.

Michael Winn, 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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TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BSB*
DATE: May 22, 2008

**AGENDA ITEM
D-5
MAY 28, 2008**

ACCEPTANCE OF SANITARY SEWER EASEMENT
FOR CO 04-0342 (NEWDOLL)

ITEM

Acceptance of sanitary sewer easement for CO 04-0342 (Newdoll) on Meredith Avenue at Story Street [ADOPT RESOLUTION].

BACKGROUND

The District accepted improvements for CO 04-0342, a four (4) lot development consisting of four (4) residential lots located on Meredith Avenue at Story Street, on April 9, 2008.

The District does need one additional sewer easement in order to be able to maintain the sewer line through the project. The developer agreed to provide the easement after the parcel map was recorded. To ensure that the developer, Newdoll Construction, provided the easement, the District required the developer to execute the attached Agreement Affecting Real Property, at the time the project was accepted, that required the developer to provide the additional sewer easement before the District set any water meters for the project.

Newdoll Construction has offered the attached sanitary sewer easement to satisfy the agreement requirement to provide the additional sanitary sewer easement. Once the easement is accepted by the Board and recorded, District staff can set water meters for the project as requested by the developer.

RECOMMENDATION

Staff recommends that your Honorable Board approve Resolution 2008-XXXX Accept CO 04-0342 Easement, accepting the offered sanitary sewer easement for CO 04-0342.

ATTACHMENTS

Resolution 2008-Accept CO 04-0342 Easement
Grant of Easement and Agreement Affecting Real Property dated May 18, 2006
Agreement Affecting Real Property dated March 28, 2008

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING SANITARY SEWER EASEMENT
FOR CO 04-0342 (NEWDOLL)**

WHEREAS, the District accepted the water and sewer improvements for CO 04-0342 (Newdoll) on April 9, 2008; and

WHEREAS, the Owner offered to provide the District with an additional sanitary sewer easement once the parcel map was recorded; and

WHEREAS, on May 15, 2008, Parcel Map CO 04-0342 was recorded in Book 71, Pages 27 to 29, of the official records of the County of San Luis Obispo, California; and

WHEREAS, the Owner offered the attached easement for the sanitary sewer associated with CO 04-0342 to the Nipomo Community Services District; and

WHEREAS, this District has accepted such offer without obligation except as required by law, and

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

That the attached easement dated May 18, 2006 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby adopted this ____ day of May, 2008.

Michael Winn, 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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**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING AN ADDITIONAL SANITARY SEWER EASEMENT
FOR CO 04-0342 (NEWDOLL)**

WHEREAS, the District accepted the water and sewer improvements for CO 04-0342 (Newdoll) on April 9, 2008; and

WHEREAS, the Owner offered to provide the District with an additional sanitary sewer easement once the parcel map was recorded; and

WHEREAS, on May 15, 2008, Parcel Map CO 04-0342 was recorded in Book 71, Pages 27 to 29, of the official records of the County of San Luis Obispo, California; and

WHEREAS, the Owner offered the attached easement for the sanitary sewer associated with CO 04-0342 to the Nipomo Community Services District; and

WHEREAS, this District has accepted such offer without obligation except as required by law, and

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

That the attached easement dated May 18, 2006 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby adopted this ____ day of May, 2008.

Michael Winn, 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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JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

AM
4/15/2008
12:29 PM

Recorded at the request of
Public

DOC#: **2008019214**



Titles:	1	Pages:	9
Fees			0.00
Taxes			0.00
Others			0.00
PAID			\$0.00

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DIST
WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

APN #: 092-311-001

AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:
Exhibit "A" – Real Property Legal Description

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into March 28, 2008, by and between Story Street Estates, Inc., (herein "Owner(s)") 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. Owner(s) own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, Nipomo, California, more particularly described in **Exhibit "A"**.
- B. Owner(s) have previously granted to District two (2) Easements as follows:
1. Easement recorded June 16, 2006 as Document 2006042341 with the San Luis Obispo County Clerk Recorder.
 2. Grant Deed Easement recorded June 16, 2006 as Document 2006042342 with the San Luis Obispo County Clerk Recorder
- C. District and Owner(s) both acknowledge that an additional sewer line easement over and under parcels identified in Exhibit "B" of the Easement referenced in Recital B(1) is required prior to the District setting any water meters within the Real Property.

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

1. **WATER METERS**

The District will not set water meters within the Real Property or the Tract until such time as Owner(s), at Owner(s) expense, grants to District a water line and utility easement, in a form acceptable to District across parcels identified in Exhibit "B" to the Easement recorded as Document 2006042341 on June 16, 2006.

2. **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 Owner(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and shall be binding on the successors and assigns of the Owner(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. Any waiver or delay in enforcing, at any time, by District of its rights and remedies with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver of its rights to enforce said breach or default at a later time.

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

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

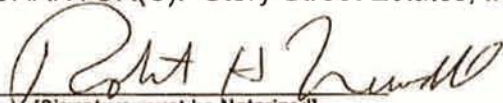
H. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

3. 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, Owner(s) hereby warrants that Owner(s) shall not have breached the terms or conditions of any other contract or Agreement to which Owner(s) is obligated, which breach would have a material effect hereon.

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

GRANTOR(S): Story Street Estates, Inc.


[Signature must be Notarized]

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

Date: 3-28-08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN LUIS OBISPO

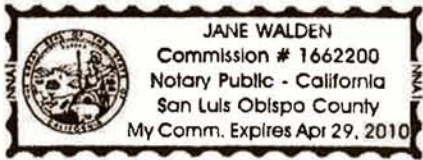
On MARCH 28, 2008 before me, JANE WALDEN, NOTARY PUBLIC

personally appeared ROBERT H. NEWDOLL

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jane Walden
Signature of Notary Public

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

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on April 9, 2008 accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated April 9, 2008 from Owner(s), and consents to the recordation thereof.

Nipomo Community Services District

By: Michael Winn
Name: Michael Winn
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

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

EXHIBIT A

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

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust dated March 24, 2005, recorded as Document No. 2005-023601 on March 25, 2005, of official records of the County of San Luis Obispo, State of California, for the property shown on Parcel Map Co 04-0342 filed for record in Book _____ of Parcel Maps at Page _____ of said County, consents to all of the provisions contained in the Agreement Affecting Real Property executed by Story Street Estates, Inc. a California Corporation, as Declarant, and agrees that the lien of the deed of trust shall be junior and subordinate and subject to the Declaration.

BENEFICIARY

COAST NATIONAL BANK

By: 
Don Parker
Its: Senior Vice President

By: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo }

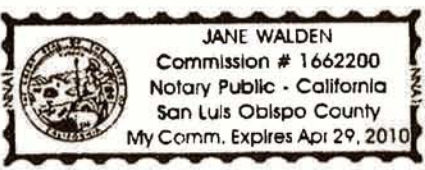
On March 28, 2008 before me, JANE WALDEN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DON PARKER
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jane Walden
Signature of Notary Public

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

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

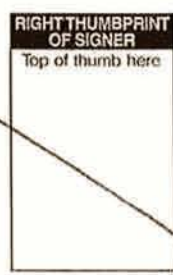
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On 4-11-08 before me, Donna K. Johnson, Notary Public

personally appeared Michael Winn

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna K. Johnson

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

Title or Type of Document: Agreement Affecting Real Property

Document Date: 3-28-08 Number of Pages: _____

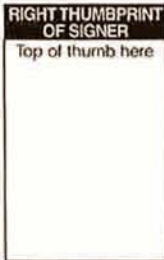
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Winn

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



END OF DOCUMENT

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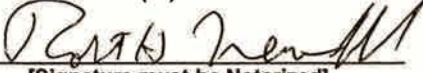
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):


[Signature must be Notarized]

Robert H. Newdoll, 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:

Commencing 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 to the **True Point of Beginning**; thence continuing along said parallel line
8. South 40°17'25" East for a distance of 110.98 feet; thence leaving last said parallel line
9. 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
10. North 40°17'25" West for a distance of 110.98; thence leaving last said parallel line

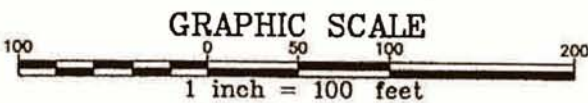
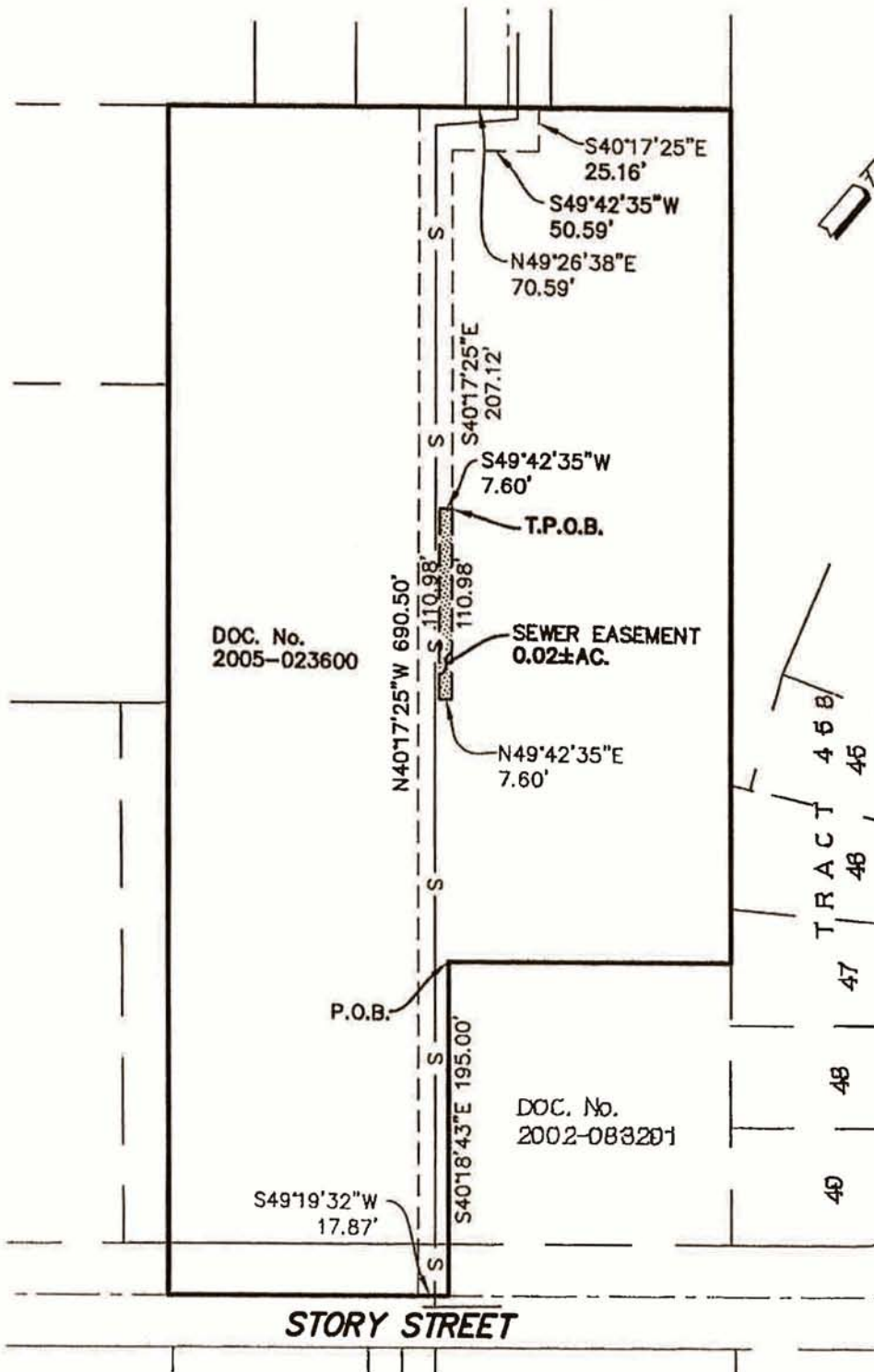
11. North 49°42'35" East for a distance of 7.60 feet to the **True Point of Beginning**.

The above-described parcel contains 0.02 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, 2:44pm, sealekey

RRM DESIGN GROUP
Creating Environments People Enjoy
 3765 South Higuera Street, Suite 102 • San Luis Obispo, California 93401
 Phone: 805/543-1794 • Fax: 805/543-4603 • www.rrmdesign.com
 Via Montgomery, Architect CA 11090 • Jerry Michod, RCE 36895, LS 6378 • 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., "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
Title or Type of Document: Affecting Real Property

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: _____



TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MAY 23, 2008



INTERIM SOLID WASTE FRANCHISE AGREEMENT TERM EXTENSION

ITEM

Authorize amendment to current agreement with South County Sanitary Service to extend term through August 31, 2008 to facilitate negotiation of new agreement [ADOPT RESOLUTION].

BACKGROUND

The Franchise Agreement with South County Sanitary Service expires on June 19, 2008. Staff needs more time to negotiate the new agreement and respectfully requests that the Board extend the current agreement through August 31, 2008. Attached is a draft resolution that would provide for this extension.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached resolution authorizing the execution of an amendment to the current agreement with South County Sanitary Service to extend the term through August 31, 2008.

ATTACHMENTS

- Draft Resolution

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2008\Solid Waste Franchise Neg2.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AUTHORIZING EXTENSION OF TERM OF FRANCHISE AGREEMENT**

WHEREAS, pursuant to San Luis Obispo Local Agency Formation Commission (LAFCO) Resolution 2001-02, the Nipomo Community Services District (District) was given authorization to provide its residents with the collection or disposal of garbage or refuse matter (collectively "Solid Waste") pursuant to Government Code Section 61000, and

WHEREAS, on July 18, 2001, the District adopted Resolution 2001-777, approving a Solid Waste Franchise Agreement ("Franchise Agreement") with South County Sanitary Services, Inc. for a five-year term expiring on July 17, 2006, and

WHEREAS, pursuant to Resolution 2006-989, the District extended the Franchise Agreement to June 19, 2008; and

WHEREAS, the District and other local agencies are negotiating revised Franchise Agreements; and

WHEREAS, the District desires to extend the current Franchise Agreement to August 29, 2008, to facilitate ongoing negotiations; and

WHEREAS, Tom Martin, Manager of South County Sanitary Service, Inc., by signature below, has agreed to this extension as herein provided.

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

1. The Franchise Agreement, as amended and without application for or benefit of a rate increase, with South County Sanitary Services, Inc. is hereby extended to August 29, 2008.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

the foregoing resolution is hereby adopted this _____th day of _____, 2008.

Michael Winn, President

Nipomo Community Services District

ATTEST:


APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

Agreed:

Tom Martin, Manager
So. County Sanitary Services, Inc.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: MAY 23, 2008

AGENDA ITEM
D-7
MAY 28, 2008

**DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS FROM
OTHER POST EMPLOYMENT BENEFITS (OPEB) PREFUNDING PLAN**

ITEM

Delegation of Authority to request disbursements from Other Post Employment Benefits (OPEB) Prefunding Plan [RECOMMEND ADOPTION].

BACKGROUND

On April 30, 2008, the Board of Directors approved Resolution 2008-1078, Agreement and Election to prefund Other Post Employment Benefits (OPEB) through CALPERS. CALPERS has requested NCSD adopt the attached Resolution which delegates the positions of General Manager and Assistant General Manager the authority to request disbursements from the OPEB prefunding and to certify as to the purpose for which the disbursed funds will be used.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached Resolution.

ATTACHMENTS

- Resolution



**DELEGATION OF AUTHORITY
TO REQUEST DISBURSEMENTS**

**RESOLUTION
OF THE**

BOARD OF DIRECTORS

(GOVERNING BODY)

OF THE

NIPOMO COMMUNITY SERVICES DISTRICT

(NAME OF EMPLOYER)

The _____ Board of Directors
(GOVERNING BODY) delegates to the incumbents in

the positions of _____ General Manager _____ and
(TITLE)

Assistant General Manager _____ authority to request on behalf
(TITLE)

of the Employer disbursements from the Other Post Employment Prefunding

Plan and to certify as to the purpose for which the disbursed funds will be used.

By _____

Title Michael Winn, President of the Board of Directors

Witness _____

Date _____