

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: OCTOBER 17, 2008

**AGENDA ITEM
E-1
OCTOBER 22, 2008**

AUTHORIZE REPLACEMENT OF NATURAL GAS MOTOR AT SUNDALE WELL

ITEM

AUTHORIZE REPLACEMENT OF NATURAL GAS MOTOR AT SUNDALE WELL WITH ELECTRIC MOTOR INCLUDING PURCHASE OF DIESEL GENERATOR AND AMEND FY 08-09 BUDGET [APPROVE RECOMMENDATION OR TAKE ALTERNATE ACTION]

BACKGROUND

Since its installation in 1998, the natural gas motor that runs the pump at the Sundale Well has been plagued with mechanical problems. The motor is a conversion from a Cummins Diesel GTA-14 motor, and was not originally designed to run with natural gas. The repairs and maintenance for the Sundale Well alone have cost the District more in the last seven years (See attached breakouts) than the combined total cost of repairs for the other nine operational wells for the same time period, (\$222,266.14 for Sundale versus \$206,867.72 for the nine electric wells).

When the motor was installed, the cost of natural gas was \$0.21/therm and the District anticipated that it would save energy operating costs. The cost of natural gas since then has increased considerably. This year it has increased to over \$1.08/therm. When comparing the actual energy costs of two electrically powered wells to the cost of natural gas used per hour of operation, the costs are nearly the same (See attached detail), excluding staff time. Over the past seven years a substantial amount of staff time has been consumed by Sundale's problems.

The Water and Sewer Master Plan identifies the Sundale Well as the District's emergency backup well, satisfying our requirement for emergency storage by the capability of producing 3.71 MG over a three day period. Lengthy repairs to the Sundale well motor over the years have left the District with no backup while this well was out of service. At this time, the District does not have a standby generator capable of powering up any of the larger electric wells.

The purchase of a standby generator capable of powering up any of the larger electric wells would be a benefit for the District. The conversion of the natural gas motor to an electric motor would require the acquisition of a standby diesel generator to run the well in case of a power outage. The purchase of a standby generator would give the District the capability to power up not only the new electric motor serving Sundale Well, but also the Eureka Well if one or the other well was out of operation for a period of time. The District will then be in a better position to handle the emergency storage requirements, as well as emergency response to power outages.

Staff estimates the conversion costs to be as follows:

ESTIMATED COSTS	DESCRIPTION
\$ 35,000.00	New electric motor and installation
\$ 50,000.00	Electric system panels and wiring
\$ 10,000.00	Engineering
<u>\$ 20,000.00</u>	Contingency
\$115,000.00	Subtotal
\$135,000.00	Generator to power 250 HP motor
\$250,000.00	Total Estimated Conversion Cost

The adopted FY08-09 Budget includes \$45,000 for well refurbishment (Town Water Replacement Fund 800 – page 60). No funds have been budgeted from Blacklake Water even though Blacklake Water System relies on the Sundale Well for peaking capacity. Conversion of the Sundale Well would require a budget amendment adding an extra \$205,000 to cover the anticipated cost of the work. If the split between Town and Blacklake were 71% -29% then Town Replacement Fund 800 would increase from \$45,000 to \$177,500 and Blacklake Water Operating Budget (page 36 and 37) would increase from \$0 to \$72,500. If the split between Town and Blacklake was 85%-15%, then Town Replacement Fund 800 would increase from \$45,000 to \$212,500 and Blacklake would increase from \$0 to \$37,500.

RECOMMENDATION

Even though it involves a substantial commitment of resources, staff believes that the conversion described above is in the long term interest of NCSD and is the cost-effective action. Staff further believes that Blacklake should pay 29% of the conversion. Staff recommends that your Honorable Board approve the concept of replacing the natural gas motor with an electrical motor, approve the concept of purchasing a standby diesel generator for the Sundale Well, amend the FY 08-09 Budget as appropriate, and direct staff to present quotes for the conversion and for the generator for subsequent Board action.

ATTACHMENTS

- Sundale well expenditures FY 6/30/01 to FY 6/30/08
- Repair cost summary for electric wells 2001-2008
- Cost comparison of natural gas and electricity for Sundale, Eureka and Via Concha Wells

**NIPOMO COMMUNITY SERVICES DISTRICT
SUNDALE WELL EXPENDITURES
FY 6/30/01 TO FY 6/30/08**

REPAIRS AND MAINTENANCE

	QUINN ENGINE	SM DIESEL	NICKSONS	TPG	FISHER PUMP	TOTAL R & M
6/30/2001	6,162.40	0.00	0.00	0.00	0.00	6,162.40
6/30/2002	0.00	4,913.15	0.00	0.00	0.00	4,913.15
6/30/2003	2,676.91	0.00	30,274.40	0.00	0.00	32,951.31
6/30/2004	0.00	0.00	28,414.39	0.00	0.00	28,414.39
6/30/2005	0.00	0.00	18,442.14	0.00	0.00	18,442.14
6/30/2006	0.00	0.00	39,735.34	0.00	0.00	39,735.34
6/30/2007	0.00	0.00	1,377.83	36,284.30	0.00	37,662.13
6/30/2008	0.00	0.00	0.00	7,648.40	46,336.88	53,985.28
	<u>8,839.31</u>	<u>4,913.15</u>	<u>118,244.10</u>	<u>43,932.70</u>	<u>46,336.88</u>	<u>222,266.14</u>

OPERATIONAL

	APCD	NATURAL GAS	TOTAL
6/30/2001	446.20	39,308.32	39,754.52
6/30/2002	0.00	11,852.03	11,852.03
6/30/2003	1,118.03	34,999.63	36,117.66
6/30/2004	532.24	76,422.23	76,954.47
6/30/2005	543.98	94,777.76	95,321.74
6/30/2006	600.70	76,036.41	76,637.11
6/30/2007	688.62	82,325.52	83,014.14
6/30/2008	791.90	52,571.75	53,363.65
	<u>4,721.67</u>	<u>468,293.65</u>	<u>473,015.32</u>

COMBINED TOTAL

	R & M	OPERATIONAL	TOTAL
6/30/2001	6,162.40	39,754.52	45,916.92
6/30/2002	4,913.15	11,852.03	16,765.18
6/30/2003	32,951.31	36,117.66	69,068.97
6/30/2004	28,414.39	76,954.47	105,368.86
6/30/2005	18,442.14	95,321.74	113,763.88
6/30/2006	39,735.34	76,637.11	116,372.45
6/30/2007	37,662.13	83,014.14	120,676.27
6/30/2008	53,985.28	53,363.65	107,348.93
	<u>222,266.14</u>	<u>473,015.32</u>	<u>695,281.46</u>

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**NIPOMO COMMUNITY SERVICES DISTRICT
REPAIR COST SUMMARY FOR ELECTRIC WELLS
2001-2008**

WELL	MECHANICAL	ELECTRIC	TOTAL
Blacklake #3	\$16,763.08		\$16,763.08
Savage	\$1,745.23		\$1,745.23
Via Concha	\$12,409.96	\$3,103.27	\$15,513.23
Bevington	\$46,927.38	8,108.33	\$55,035.71
Knollwood	\$13,327.48	1,660.89	\$14,988.37
Blacklake #4	\$31,520.01	7,238.59	\$38,758.60
Olympic	\$27,407.29	4,836.49	\$32,243.78
Eureka	\$3,200.89	28,350.83	\$31,551.72
Church		268.00	\$268.00
	\$153,301.32	\$53,566.40	\$206,867.72

**COST COMPARISON OF NATURAL GAS AND ELECTRICITY
SUNDALE WELL VS EUREKA AND VIA CONCHA
2007 & Jan-August 2008**

2008	Sundale		Eureka			Via Concha		
	Hrs	cost	Hrs	kwh	cost	Hrs	kwh	cost
August	440	8127.73	880	56040	8576.02	747	53480	7669.47
July	632	16245.83	339.3	56640	8731.29	419	56360	8013.25
June	695	14955.01	48.3	8000	1780.72	494	66920	9282.04
May	704	14006.83	15.9	2760	695.15	454	54200	7704.87
April	531	9908.25	251	48200	5211.58	393.6	61840	6485.28
March	1	160.04	220.7	31360	3914.69	647.7	76840	7853
Feb	45	346.13	103.5	1730	2702.6	313.2	41640	4588.01
Jan	219	2674.56	0.5	440	1117.53	283.4	40200	4447.36
Total	3267	66424.38	1859.2	205170	32729.58	3751.9	451480	56043.28

Summary:

Sundale natural gas: \$66,424.38 for 3267 hours = **\$20.33/hr** run time (\$0.80-1.07/therm)

Eureka electrical cost: \$30729.58 for 1859.2 hrs = **\$17.60/hr** run time (\$0.16/kwh)

E19S metered TOU

Via Concha electrical cost: \$56,043.28 for 3751.9 hrs = **\$14.94/hr** run time (\$0.12/kwh)

A10S metered service

2007	Sundale		Eureka			Via Concha		
	Hrs	cost	Hrs	kwh	cost	Hrs	kwh	cost
Dec	143	2000	0	3720	1803.9	456.9	48200	5590
Nov	392	6838	64.6	34000	4488.55	210.1	54920	6264.71
Oct	183	1165.2	417.6	47480	8447.52	320.1	97040	10494.01
Sept	10	89.13	693.3	124840	12163.9	432.4	42320	5156.96
Aug	11	341	698.4	110800	11019.16	502.6	63360	9765.75
Jul	0	85.52	687.1	118280	11585.71	507.7	91680	13464.31
Jun	0	185.48	666.1	115080	11394.58	677.8	63200	9755.53
May	646	11097	293.6	52920	6391.06	452.3	63760	9814.88
Apr	646	11030	79.6	11320	2485.36	330.8	63960	9850.19
Mar	1	87.41	109	21560	3391.32	717.5	41680	6933.66
Feb	30	97.91	223.1	21320	3212.3	396.3	27600	3584.51
Jan	27	1416.38	618	118400	11266.85	347.5	60000	6767.13
Total	2089	34433.03	4550.4	779720	87650.21	5352	717720	97441.64

Summary:

Sundale natural gas cost: \$34,432.65 for 2089 hours=**\$16.48/hr** run time (\$0.80/therm)
(well was down in June/July for pump repair and March for engine repair).

Eureka electrical cost: \$87,650.21 for 4550.4 hours= **\$19.26/hr** run time (\$0.11/kwh)

Via Concha electrical cost: \$97,441.64 for 5352 hours= **\$18.20/hr** run time (\$0.13/kwh)

NOTE: Natural gas cost has increased from \$0.21/therm in 1998 to \$1.08/therm in 2008

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: October 16, 2008

AGENDA ITEM
E-2
OCTOBER 22, 2008

CONSIDER APPROVING REIMBURSEMENT AGREEMENT WITH VILLAGE AT NIPOMO, LLC FOR MARY AVENUE WATER LINE

ITEM

Consider approval of reimbursement agreement with Village at Nipomo, LLC for over-sizing of water line on Mary Avenue [ADOPT RESOLUTION].

BACKGROUND

Village at Nipomo, LLC developed a commercial project on Mary Avenue, CO 06-0037. In order to develop the project, the developer was required to construct extensions of the public water and sanitary sewer pipelines on Mary Avenue. The District requested and the Developer agreed to construct a twelve (12) inch water line in place of the eight (8) waterline normally required for new development as recommended in the Water and Sewer Master Plan to improve the capacity of the distribution system in the area. The new water line was dedicated to the District. The developer requested a reimbursement agreement for the incremental cost difference of installing the eight (8) inch water line and the actual cost of installing the twelve (12) inch water line.

Village at Nipomo, LLC connected a portion of the project to a new sewer line in Hill Street that was installed by the developer of Tract 2732. The developer of Tract 2732 has requested a reimbursement agreement for the sanitary sewer constructed in Hill Street that has yet to be finalized. However, staff has been able to approximate the reimbursement amount that Village at Nipomo, LLC will owe the developer of Tract 2732 for the sanitary sewer in Hill Street.

Staff has developed the attached agreement that outlines the conditions precedent to the District's obligation to make reimbursement to the developer. If the Board approves the agreement and once the applicant provides all of the submittals, the reimbursement procedure will be as follows:

- District Engineer determines reimbursement amount
- \$10,500 is withheld from reimbursement amount for Tract 2732 sewer reimbursement
- District Board approves reimbursement amount
- District pays reimbursement amount to developer

The reimbursement amount should be paid from the Town Water Capacity Charge Fund (Fund #700). Staff will request a budget amendment for the reimbursement amount when the reimbursement amount is finalized and presented to the Board for final approval at a subsequent Board meeting.

RECOMMENDATION

Staff recommends that your Honorable Board adopt Resolution 2008 – XXXX Village at Nipomo Reimbursement Agreement.

ATTACHMENT

Reimbursement Agreement
Resolution 2008-XXXX Village at Nipomo Reimbursement

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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
APPROVING A REIMBURSEMENT AGREEMENT FOR
VILLAGE AT NIPOMO, CO 06-0037**

WHEREAS, Village at Nipomo, LLC, developer of Village of Nipomo, CO 06-0037, has requested a reimbursement agreement for upsizing the water line improvements installed on Mary Avenue; and

WHEREAS, the Board has accepted the water system improvements constructed to serve the Village at Nipomo, CO 06-0037.

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

The President of the Board is authorized to sign the attached Reimbursement Agreement and Covenant to Pay Sewer Reimbursement.

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

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby adopted this 22nd day of October, 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

Recording Requested by and
When recorded return to:

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

APN# 092-130-062
092-130-020

**REIMBURSEMENT AGREEMENT
AND COVENANT TO PAY SEWER REIMBURSEMENT**

This Reimbursement Agreement (the "Agreement") is entered into this ____ day of _____, 2008, by and between the Nipomo Community Services District, a special district organized and operated pursuant to §61000 et seq. of the Government Code (the "District") and Village at Nipomo, LLC (the "Developer"), an Owner, individually referred to herein as a "party" and collectively referred to as the "parties" with reference to the following Recitals:

RECITALS

- A. The Developer owns certain real property within the District, located at 110, 150, 180 South Mary Avenue (APN 092-130-062); 555, 581 West Tefft Street (APN 092-130-020), Nipomo (the "Property").
- B. In order to develop the Property, Developer was required to construct approximately 880 feet of eight (8) inch water line within Mary Avenue to provide water service to the Property and to dedicate the same to the District as indicated on Exhibit 1.
- C. As recommended in the Water and Sewer Master Plan to improve the capacity of the distribution system in the area, the District requested, and Developer agreed to construct a twelve (12) inch water line (the "Project") in place of the eight (8) inch water line referenced in Recital B, above, as indicated on Exhibit 2.
- D. Developer has requested reimbursement for the incremental cost difference (excess cost) of installing the eight (8) inch water line and the actual cost of installing the twelve (12) inch water line at the direction of District.
- E. The Developer of Tract 2732 has requested reimbursement for a sanitary sewer line constructed in Hill Street. Developer's property will receive sewer service from the sanitary sewer line.
- F. The District finds that the execution and fulfillment generally of this Agreement is in the best interests of the District and the health, safety and welfare of the residents of the District and

in accord with the public purposes and provisions of the applicable federal, state and local laws and requirements.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals, and in the preamble preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. Excess Costs. Excess costs means the allowable costs of installing the size line required to serve the Property (eight inch line) pursuant to District Plans and Specifications and Developer's actual allowable costs of installing a larger line at the direction of District.

3. Allowable Costs. Costs which are allowable for inclusion in the calculation of excess costs are those costs which are directly related to the planning, design and construction of the District Improvements, including payments to contractors and engineers, security bonds, acquiring right-of-way for the project, and amounts attributable to interest for the excess cost of over-sizing the District Improvements.

4. Ineligible Costs. Ineligible costs include, but are not limited to attorneys' fees, financing costs, and the Developer's overhead and office expenses related to the coordination and supervision of contractors engaged to perform project work.

5. Reimbursement Calculation.

A. Developer's Engineer shall provide District Engineer, for approval, the following:

1. An itemization of allowable costs for the installation of the twelve (12) inch water line.
2. An engineer's opinion that itemizes allowable costs for the installation of an eight (8) inch water line.
3. Other information requested by the District Engineer.

B. The submittals referenced in A (1) and (2) above shall include the Engineer's professional seal (wet stamped).

C. The District's Engineer shall calculate the excess costs and provide Developer with notice of the excess costs calculation.

D. Developer may, within seven (7) days of receipt of the District Engineer's calculation, dispute the calculation by providing notice in writing of the dispute. The dispute shall be resolved pursuant to Paragraph 9 below.

6. Conditions of Reimbursement. The following are conditions precedent to the District's obligation to make reimbursement to the Developer.

A. Developers performance pursuant the Plan Check and Inspection Agreement dated November 13, 2006.

B. All costs for design, construction, and installation of the water line shall be fully paid by the Developer, and Developer shall obtain lien releases or waivers satisfactory to the District, before Developer shall be entitled to any reimbursement.

7. Reimbursement. The reimbursement amount shall be approved by the District Board of Directors (Approved Reimbursement Amount). The Approved Reimbursement Amount shall be paid to the Developer, the latter of ten (10) days from Board approval or the Developer's satisfaction of the conditions referenced in Paragraph 6, above.

8. Reimbursement for Sewer Service. The District is authorized to withhold \$10,500 (ten thousand five hundred dollars) from the Approved Reimbursement Amount for payment of sewer facilities constructed by the Developer referenced in Recital E. In the event the \$10,500 (ten thousand five hundred dollars) does not cover the reimbursement obligation, Developer shall promptly make payment of the difference to District upon District's demand. In the event the Developer fails to make prompt payment, then the District is authorized to record a lien on the Property for collection. Developer agrees that the District may use the provisions of Government Code Section 61115(b) and (c) to collect the difference.

9. Dispute Resolution. Unless otherwise agreed to in writing by the Parties the following sections shall apply to disputes related to the District Engineer's determination of excess costs:

A. The Parties agree in good faith to attempt to resolve amicably disputed amounts. In the event that any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator, who shall be a licensed engineer with experience in estimating costs and engineering public sewer improvements, who shall hear the matter and provide an informal nonbinding opinion and advice in order to resolve the dispute. If the Parties are unable to agree on a mediator, then either Party can request the Presiding Judge of the San Luis Obispo County Superior Court to appoint a mediator. Said appointment shall be binding on the Parties. The mediator's fee shall be shared equally by the Parties. If the dispute is not settled by mediation, then the aggrieved Party shall within twenty (20) calendar days of the mediator's opinion demand in writing that the dispute be submitted to arbitration as provided in Section b, below.

B. The arbitration procedures are as follows:

(1) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within seven (7) calendar days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(2) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) within the County of San Luis Obispo, state of California, at the time and place

selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each party written notice of the time and place at least sixty (60) days before the date selected. The procedures of the California Arbitration Act are incorporated herein by reference.

(3) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties, and if there are three arbitrators, the decision of the two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(s) shall be binding on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provision of the California Arbitration Act.

(4) If three arbitrators are selected, but no two of the three are able to reach an agreement regarding the determination of the dispute, then the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is agreed on by two of the three arbitrators selected.

(5) The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine(s).

10. Assignment. The Developer shall not assign this Agreement without the District's express written consent.

11. Compliance with All Laws. The Developer agrees that it shall comply with all laws applicable to the work described in this Agreement.

12. Termination. This Agreement may be terminated by the mutual, written consent of both parties.

13. Amendment. This Agreement shall only be amended by the mutual agreement of both parties. Such amendment shall be in writing, signed by both parties.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15. Governing Law and Choice of Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Luis Obispo.

16. Authority to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the Developer.

17. Notices. Any notice or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

(a) By personal delivery, effective upon receipt by the addressee;

(b) By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;

(c) By certified mail, return receipt requested, upon receipt of refusal.

DISTRICT:

Nipomo Community Services District
Attn: District Engineer
P.O. Box 326
Nipomo, CA 93444
(tel.): (805) 929-1130
(805) 929-1932

DEVELOPER:

Village at Nipomo, LLC
407C Bryant Circle
Ojai, CA 93023
(tel.): (805) 646-1802
(fax): (805) 646-1808

18. Prior Agreements. This Agreement is in addition to, and does not supersede the Plan Check and Inspection Agreement executed by the Parties on November 13, 2006.

19. Successors. The terms, covenants, and conditions of this Agreement shall run with the land and shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subcontractors of both parties.

20. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, or subsequently enacted legislation, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

21. Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

22. Entire Agreement. This Agreement, including Exhibits 1 and 2, attached hereto and incorporated into this Agreement by reference, constitutes the entire agreement between the District and the Developer with respect to the subject matter hereof and supersedes all prior negotiations, oral and written.

23. Effective Date. The effective date of this Agreement shall be the date of execution by the District as shown below.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

THE DISTRICT:

DATED: _____, 2008


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

Attest:

By: _____
Donna Johnson, Secretary to the
Board of Directors

-AND-

THE DEVELOPER:
Village at Nipomo, LLC

By:  _____

DATED: 10/9, 2008

By: Edwin F. Moore
Its: Managing Member

[Signatures must be notarized]

ACKNOWLEDGMENT

State of California
County of Ventura

On Oct. 10, 2008 before me, Cheryl Springett Garza, Notary Public
(insert name and title of the officer)

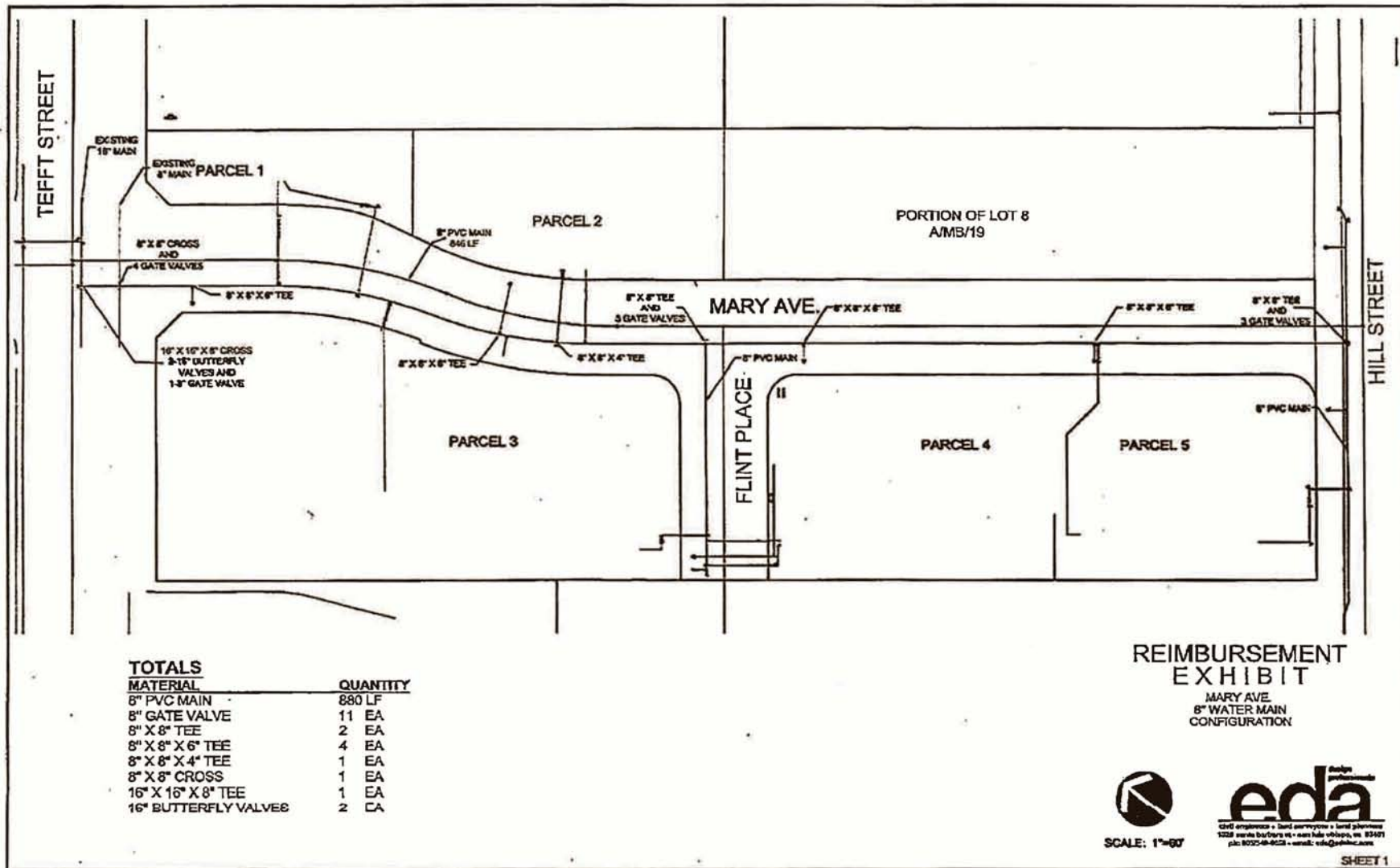
personally appeared Edwin F. Moore,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Cheryl Springett Garza (Seal)



TOTALS	
MATERIAL	QUANTITY
8" PVC MAIN	880 LF
8" GATE VALVE	11 EA
8" X 8" TEE	2 EA
8" X 8" X 6" TEE	4 EA
8" X 8" X 4" TEE	1 EA
8" X 8" CROSS	1 EA
16" X 16" X 8" TEE	1 EA
16" BUTTERFLY VALVES	2 CA

REIMBURSEMENT
EXHIBIT
MARY AVE.
8" WATER MAIN
CONFIGURATION



SCALE: 1"=60'

eda
engineers • land surveyors • land planners
 1228 north boulevard • north hollywood, ca 91301
 phone: 818-708-8221 • email: eda@edac.com

SHEET 1

Exhibit 1

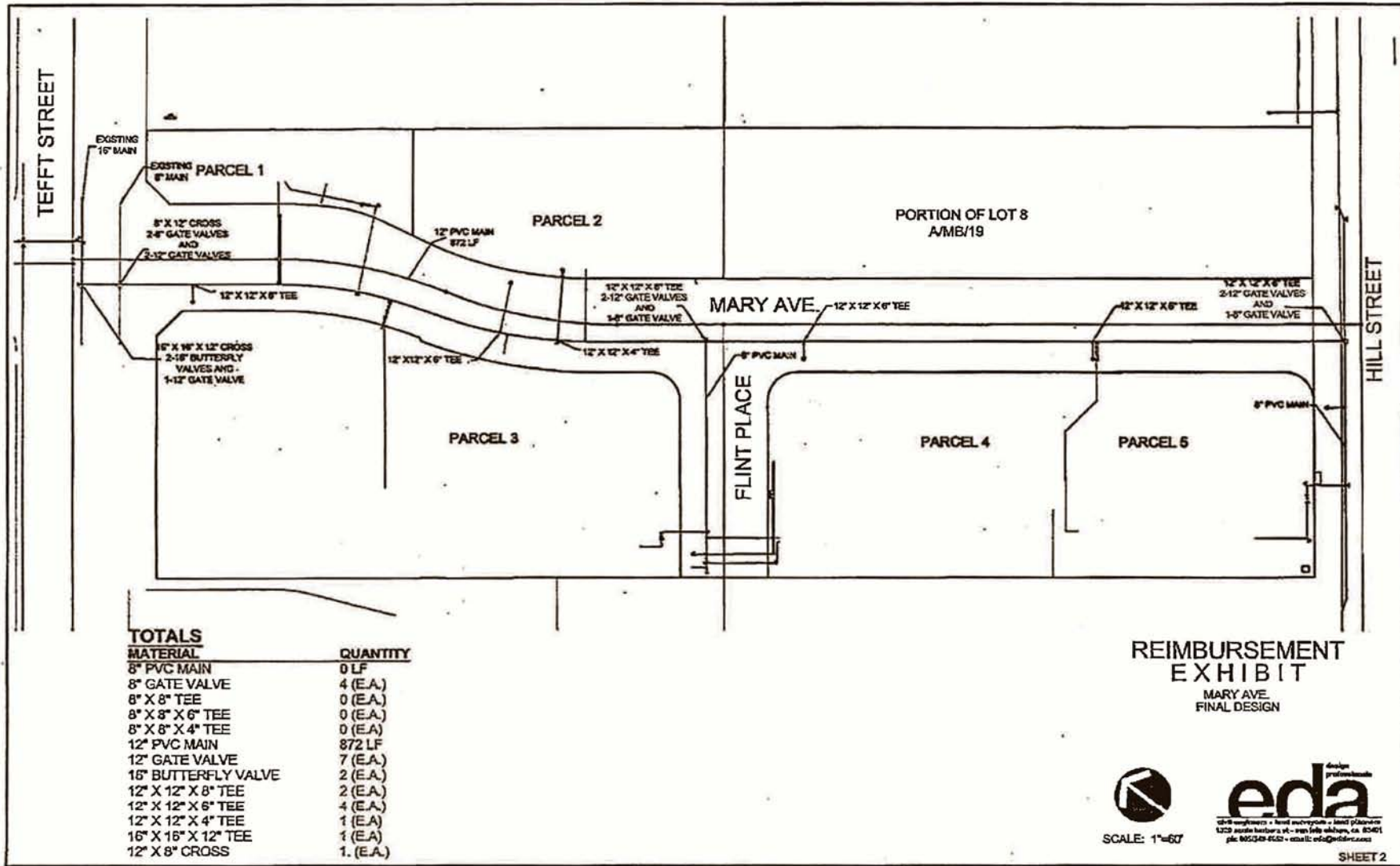


Exhibit 2