

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JUNE 19, 2009



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 6/10/09 Regular Meeting
- D-3) AUTHORIZE EXTENSION OF AGREEMENT WITH SCIENCE DISCOVERY
FOR WATER CONSERVATION EDUCATION PROGRAM [RECOMMEND
APPROVAL]
- D-4) ADOPT PERSONAL PROTECTIVE EQUIPMENT POLICY [ADOPT
RESOLUTION]
- D-5) RESET SECOND SEPTEMBER BOARD MEETING TO SEPTEMBER 30, 2009
[RECOMMEND APPROVAL]
- D-6) ACCEPT ROOSEVELT APARTMENT WATER AND SEWER IMPROVEMENTS
[ADOPT RESOLUTION]

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\2009\CONSENT AGENDA\CONSENT 06-24-09.DOC

TO: BOARD OF DIRECTORS
 FROM: BRUCE BUEL
 DATE: JUNE 19, 2009

**AGENDA ITEM
 D-1
 JUNE 24, 2009**

**TOTAL COMPUTER
 CHECKS
 \$167,106.00**

HAND WRITTEN CHECKS

06-17-09	19927	L VIERHEILIG	100.00
06-10-09	19928	W NELSON	100.00
06-17-09	19929	M WINN	100.00
06-18-09	19930	SANTA MARIA TIMES	124.80
06-18-09	19931	CWEA	66.00

VOID - 16637, 16649

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
16632	06/12/09	EMP01	EMPLOYMENT DEVELOP DEPT	30.00	.00	30.00	A90608	STATE INCOME TAX
				995.97	.00	995.97	1A90608	STATE INCOME TAX
			Check Total.....:	1025.97	.00	1025.97		
16633	06/12/09	MID01	RABOBANK-PAYROLL TAX DEPO	125.00	.00	125.00	A90608	FEDERAL INCOME TAX
				14.50	.00	14.50	1A90608	MEDICARE (FICA)
				2989.85	.00	2989.85	2A90608	FEDERAL INCOME TAX
				46.74	.00	46.74	3A90608	FICA
				852.42	.00	852.42	4A90608	MEDICARE (FICA)
			Check Total.....:	4028.51	.00	4028.51		
16634	06/12/09	MID02	RABOBANK-DIRECT DEPOSIT	25649.47	.00	25649.47	A90608	NET PAY
16635	06/12/09	PER01	PERS RETIREMENT	.00	.00	.00	A90608	PERS PAYROLL REMITTANCE
				7781.69	.00	7781.69	1A90608	PERS PAYROLL REMITTANCE
			Check Total.....:	7781.69	.00	7781.69		
16636	06/12/09	STA01	ING-PERS 457 DEFERRED COM	1125.00	.00	1125.00	A90608	457 DEFERRED COMP
016638	06/24/09	ABA01	ABALONE COAST BACTERIOLOG	105.00	.00	105.00	09-1025	TOWN WWTF LAB
				105.00	.00	105.00	09-1070	TOWN WWTF LAB
				105.00	.00	105.00	09-1115	TOWN WWTF LAB
				176.00	.00	176.00	09-1116	TOWN WWTF LAB
				20.00	.00	20.00	09-1117	BL WWTF LAB
				20.00	.00	20.00	09-1140	BL WWTF LAB
				20.00	.00	20.00	09-1152	BL WWTF LAB
				20.00	.00	20.00	09-1166	BL WWTF LAB
				20.00	.00	20.00	09-1179	BL WWTF LAB
				175.00	.00	175.00	09-1180	WATER SAMPLES
				20.00	.00	20.00	09-1190	BL WWTF LAB
				176.00	.00	176.00	09-1191	TOWN WWTF LAB
				20.00	.00	20.00	09-1201	BL WWTF LAB
				20.00	.00	20.00	09-1211	BL WWTF LAB
				20.00	.00	20.00	09-1225	BL WWTF LAB
				175.00	.00	175.00	09-1234	WATER SAMPLES
				20.00	.00	20.00	09-1235	BL WWTF LAB
				20.00	.00	20.00	09-1241	BL WWTF LAB
				176.00	.00	176.00	09-1242	TOWN WWTF LAB
				20.00	.00	20.00	09-1254	BL WWTF LAB
				20.00	.00	20.00	09-1260	BL WWTF LAB
			Check Total.....:	1453.00	.00	1453.00		
016639	06/24/09	AME03	AMERI PRIDE	121.04	.00	121.04	F795281	UNIFORMS ETC
				227.97	.00	227.97	F8789930	UNIFORMS ETC
			Check Total.....:	349.01	.00	349.01		
016640	06/24/09	ATT01	AT&T/MCI	185.41	.00	185.41	667625	PHONE
016641	06/24/09	AWW01	AWWA BOOKSTORE	208.50	.00	208.50	36510	TRAINING DVD
016642	06/24/09	AWW02	AMERICAN WATER WORKS ASSO	198.00	.00	198.00	115491	DUES
016643	06/24/09	BEN02	BENTLEY SYSTEMS, INC.	1749.30	.00	1749.30	A90609	WATER/SEWER GEMS SUBS
016644	06/24/09	BOB01	BOB'S RUBBER STAMPS	9.68	.00	9.68	33223	NAME PLATE
016645	06/24/09	BRE02	BRENNTAG PACIFIC INC.	7339.38	.00	7339.38	BPI900281	CITRIC ACID & COPPER SULF
				414.76	.00	414.76	BPI900282	CHLORINE
				990.58	.00	990.58	BPI900692	CHLORINE
			Check Total.....:	8544.72	.00	8544.72		

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS JUNE 19, 2009**

**AGENDA ITEM
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PAGE TWO**

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016646	06/24/09	CAN02	CANNON ASSOCIATES	720.00	.00	720.00	46395	OLYMPIC WELL SCADA
				2160.00	.00	2160.00	46396	OLYMPIC WELL MAINT
				645.00	.00	645.00	46402	WELL SCADA
Check Total.....:				3525.00	.00	3525.00		
016647	06/24/09	CLE06	CLEVER DUCKS	3813.46	.00	3813.46	7972	COMPUTER SUPPORT
				287.00	.00	287.00	8065	COMPUTER SUPPORT
				Check Total.....:				4100.46
016648	06/24/09	CON02	CONSERVETRACK	6250.00	.00	6250.00	258	WATER CONSVN SFTWARE LIC
				2750.00	.00	2750.00	259	WATER CONSVN SFTWARE INST
				Check Total.....:				9000.00
016650	06/24/09	EBY01	EBY, ED	100.00	.00	100.00	062409	REG BD MEETING 062409
016651	06/24/09	FGL01	FGL ENVIRONMENTAL	187.00	.00	187.00	904375A	TOWN WWTF LAB
				263.00	.00	263.00	904663A	TOWN WWTF LAB
				81.00	.00	81.00	904940A	BL WWTF LAB
				263.00	.00	263.00	904941A	TOWN WWTF LAB
				81.00	.00	81.00	905155A	BL WWTF LAB
				400.00	.00	400.00	905159A	WELLS
				81.00	.00	81.00	905451A	BL WWTF LAB
				Check Total.....:				1356.00
016652	06/24/09	FOU01	FOUR IMPRINT, INC.	967.36	.00	967.36	1520384	288 CANVAS TOTE BAGS
016653	06/24/09	FUG01	FUGRO WEST, INC.	5099.00	.00	5099.00	3596.4.5	DISCHARGE STUDY
				2500.00	.00	2500.00	3596.5.5	SOUTHLAND DISHARGE STUDY
				Check Total.....:				7599.00
016654	06/24/09	GAR01	GARING TAYLOR & ASSOC	72.50	.00	72.50	9766	WILLOW RD INTERTIE
016655	06/24/09	GWA01	GWA INC	85.00	.00	85.00	906020622	ALARM SERVICE
016656	06/24/09	HAM02	HAMNER JEWELL & ASSOCIATE	2302.50	.00	2302.50	4495	WATERLINE INTERTIE
016657	06/24/09	HAR02	HARRISON, JAMES	100.00	.00	100.00	062409	REG BD MEETING 062409
016658	06/24/09	HAY01	HAYES ADVANCED DESIGN	750.00	.00	750.00	501892	PAVING KNOTTS ST
016659	06/24/09	HEA01	HEACOCK TRAILERS & TRUCK	748.07	.00	748.07	29728	TOOL BOX TOYOTA TRK
016660	06/24/09	IND01	INDUSTRIAL MEDICAL GROUP	350.00	.00	350.00	060509	PRE EMPLOYMENT PHYSICALS
016661	06/24/09	JUS01	JUSTIFACTS CREDENTIAL	83.00	.00	83.00	149780	BACKGROUND CHECK
016662	06/24/09	LIN02	LINC DELIVERY	220.00	.00	220.00	49217+	DELIVERY
016663	06/24/09	MAP01	MAPS.COM	1537.15	.00	1537.15	904177	STREET LEVEL MAP
016664	06/24/09	MSL01	M S LEBRUN ENVIRONMENTAL	1750.00	.00	1750.00	WELL #2	WELL MONITORING
016665	06/24/09	NEL01	NELSON, WILLIAM J	100.00	.00	100.00	062409	REG BD MEETING 062409
016666	06/24/09	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	73476	PEST CONTROL
				49.00	.00	49.00	73477	PEST CONTROL
				Check Total.....:				314.00
016667	06/24/09	OFF01	OFFICE DEPOT	159.92	.00	159.92	476780001	SUPPLIES
				8.74	.00	8.74	476782507	SUPPLIES
				7.36	.00	7.36	476782511	SUPPLIES
				-16.44	.00	-16.44	477412140C	CREDIT ON RETURN
				24.30	.00	24.30	477414825	SUPPLIES
				51.27	.00	51.27	477414827	SUPPLIES
				106.02	.00	106.02	477553307	SUPPLIES
				Check Total.....:				341.17
016668	06/24/09	ONE01	1-800-CONFERENCE	53.63	.00	53.63	647765	CONFERENCE CALL

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS JUNE 19, 2009**

**AGENDA ITEM
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016669	06/24/09	POO01	POOR RICHARD'S PRESS	904.08	.00	904.08	203133	CONSERVATION NEWSLETTER
016670	06/24/09	RAB01	RABOBANK	57.00 20.49	.00 .00	57.00 20.49	6-18-09A 6-18-09B	BD MEETING SUPPLIES SUPPLIES
Check Total.....:				77.49	.00	77.49		
016671	06/24/09	ROX01	ROXSAND	372.92	.00	372.92	11958	CLASS 2 BASE
016672	06/24/09	SAN04	SANTA MARIA TIMES	117.04	.00	117.04	051809	BUDGET PUBLIC NOTICE
016673	06/24/09	SAN09	SAN LUIS MAILING SERVICE	52.01 193.59 194.48 850.46	.00 .00 .00 .00	52.01 193.59 194.48 850.46	100767 100769 100767B 100769B	SECOND NOTICE MAILING MAILING BILLS POSTAGE SECOND NOTICE POSTAGE FOR BILLS
Check Total.....:				1290.54	.00	1290.54		
016674	06/24/09	SHE01	SHEPARD BROS. INC.	74.04	.00	74.04	57761	SUPPLIES
016675	06/24/09	SHI01	SHIPSEY & SEITZ, INC	12779.76	.00	12779.76	051509	LEGAL SERVICES
016676	06/24/09	SPE01	SPECIAL DISTRICT RISK	41339.19	.00	41339.19	060909	INSURANCE
016677	06/24/09	STA03	STATEWIDE SAFETY & SIGNS	30.85	.00	30.85	70405	ALUM SIGNS
016678	06/24/09	TAF01	TAFT ELECTRIC	4890.40 249.09 747.95	.00 .00 .00	4890.40 249.09 747.95	304971 30497G 30497H	INSTALL LIGHT POLE PALMS LS MAINT PALMS LS MAINT
Check Total.....:				5887.44	.00	5887.44		
016679	06/24/09	TGP01	TGP WEST, INC.	354.13 4058.26	.00 .00	354.13 4058.26	6653 6662	SUNDALE WELL MAINT SUNDALE WELL MAINT
Check Total.....:				4412.39	.00	4412.39		
016680	06/24/09	TIT01	TITAN INDUSTRIAL & SAFETY	1153.05	.00	1153.05	1035132	SUPPLIES
016681	06/24/09	VAN01	VAN SCOYOC ASSOCIATES	4500.00	.00	4500.00	31244	LOBBYING SERVICES FOR JUN
016682	06/24/09	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	062409	REG BD MEETING 062409
016683	06/24/09	WAL01	WALLACE GROUP	201.97 116.00 5820.14	.00 .00 .00	201.97 116.00 5820.14	27915 27916 27946	GIS IMPLEMENTATION SERV GIS ATLAS REPRO INTERTIE ASST DATA
Check Total.....:				6138.11	.00	6138.11		
016684	06/24/09	WIN01	WINN, MICHAEL	100.00	.00	100.00	062409	REG BD MEETING 062409

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 44 - Years of Service 1965 - 2009



DRAFT MINUTES

JUNE 10, 2009 AT 9AM

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, **PRESIDENT**
LARRY VIERHEILIG, **VICE PRESIDENT**
MICHAEL WINN, **DIRECTOR**
ED EBY, **DIRECTOR**
BILL NELSON, **DIRECTOR**

PRINCIPAL STAFF

BRUCE BUEL, **GENERAL MANAGER**
LISA BOGNUDA, **ASST. 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 its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00

A. CALL TO ORDER AND FLAG SALUTE

President Harrison called the June 10, 2009 regular Meeting of the Board of Directors of the Nipomo Community Services District to order at 9:00 a.m. and led the flag salute.

00:01:00

B-1 ROLL CALL

At Roll Call, the following directors were present: Eby, Winn, Vierheilig and Harrison

B-2 SELECTION OF DIRECTOR TO FILL SEAT VACATED BY CLIFF TROTTER

Bruce Buel, General Manager, explained that there were three residents who submitted applications to fill the remaining portion of Cliff Trotter's term. One applicant withdrew. The Board cast written votes for the candidates. The Board Secretary read all the votes. All directors voted for Bill Nelson.

B-3 SEATING OF NEW DIRECTOR

Bruce Buel, General Manager, read the Oath of Office and Bill Nelson repeated the Oath. Mr. Nelson took the directors seat.

The following member of the public spoke:

Cliff Trotter, NCSD resident and former director, stated that the first time Mr. Nelson gave that oath was when he graduated from West Point in 1944. Also, he commended the Board for appointing Mr. Nelson to the Board.

00:08:55

C. PRESENTATIONS AND PUBLIC COMMENT

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

Commander Brian Haskall reported to the Board and public the following:
June 2, 2009, at 10:30 a.m. a suspect was impersonating a police officer for a traffic stop. He asked for the driver's wallet; then he drove off with the wallet.
Memorial Day Weekend – there were six DUI arrests.
Two vehicles were keyed – one in Oceano and one on Price St. in Nipomo
There was a vehicle burglary with smashed windows.
The there an attempted break-in at the Food Bank.
A financial scam was attempted by mail to a Beverly Drive resident.
Cmdr. Haskall answered questions from the Board concerning graffiti abatement from private property. He suggested that the District coordinate with the Sheriff's Dept. if NCSD is considering taking graffiti abatement powers.

The Board thanked Cmdr. Haskall for his presentation.

Copy of document found at www.NoNewWipTax.com

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

- C-2) BATTALION CHIEF BILL FISHER OF CAL FIRE
Update re: Cal Fire Activities on the Nipomo Mesa

Battalion Chief Bill Fisher of Cal Fire stated that he spoke to Marie Cowen from the County, who handles code enforcement, about the old recreation center. She has been working with the property owners. The building is not valuable as a fire training site because it has been vented from the previous fires in it.

He gave an update of the Cal Fire activities on the Nipomo Mesa and reviewed the activity report given to the Board and public.

In May 2009, Nipomo Station #20 had a total of 103 calls: 13 fires, 14 vehicle accidents, 53 medical aids and 23 other calls.

Mesa Station #22 had a total of 37 calls: 1 fire, 3 vehicle accidents, 23 medical aids and 10 other calls.

He included an invitation to attend a Dedication Ceremony for Nipomo Fire Station at 450 Pioneer Street on Wednesday, July 8, 2009, at 12:00 p.m.

The Board thanked Chief Fisher for his presentation.

- C-3) BRAD NEWTON OF SAIC
Presentation re Spring 2009 Nipomo Mesa Groundwater Status and Trends

Dr. Brad Newton of Science Applications International Corporation (SAIC) gave a power-point presentation referring to the Spring 2009 Nipomo Mesa Groundwater status and trends.

The following member of the public spoke:

Bill Petrick, NCSO resident – suggested that NCSO stop paying for duplicate reports and to wait for the NMMA Technical Group to complete their studies.

Jon Seitz, District Legal Counsel, read Bill Petrick's letter. The Technical Group has not determined that the SAIC report is unreliable. He noted that a similar trend line is derived when using other data and is noted in other reports.

Director Eby stated that he had not heard evidence that one report is better than another. Director Winn stated that to stop SAIC now because the Technical Group may have better information in the future would be speculative.

Director Harrison agreed that the SAIC report gives the District a good assessment of the trend.

Dr. Newton stated that the Technical Group has agreed not to discuss their meeting information until reports are approved by the court.

- C-4) NCSO DISTRICT ENGINEER PETER SEVCIK
Update re: May 2009 Engineer Activities

Peter Sevcik, District Engineer, reviewed the report presented in the Board letter. He answered questions from the Board. There was no public comment.

- C-5) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest

Director Winn

WRAC meeting Wednesday, June 3, included a Fugro West peer review of the Cleath water studies done for the proposed Laetitia ag cluster subdivision.

Paso Robles Groundwater Basin Resource Capacity Study - has been suggested they use same model as NCSO.

June 4 - was the annual SLO Coast and Ocean Regional Roundtable put on by ECO.

Copy of document found at www.NoNewWipTax.com

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

- C-5) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest

Director Winn (CONTINUED)

SLO and SLO Science and Eco System Alliance looking at how things that occur on land affect the ocean.

Board of Supervisors meeting discussed Ag cluster subdivisions and what to do with antiquated subdivisions.

6-10-09 at 6:30 p.m. Santa Maria Management Area Draft Annual Report at the Santa Barbara County Building on Betteravia Rd.

6-11-09 Planning Commission will discuss the Los Osos WWTF.

6-11-09 Energy Town-hall Meeting in Grover Beach.

6-15-09 Land Use Sub-committee of the South County Advisory Committee (SCAC)

6-19-09 County Funding meeting with DWR in Los Angeles.

6-22-09 Monthly SCAC meeting at NCSD.

6-25-09 Planning Commission on Open Space Element.

6-26-09 CEQA seminar at the Paso Robles Library.

7-1-09 WRAC meeting will include RCS for Paso Robles Groundwater Basin.

Director Eby

At the WRAC meeting, J. Lohr Winery gave a presentation on their water use. Mr. Lohr noted that a winery annually uses 2,000 acre-feet of water on 2,000 acres of land to grow grapes for 600,000 cases of wine and uses 5 AF water to process the harvested grapes into wine.

He received a mailer for a tune-up of sprinkler systems and moisture-sensor systems.

Celeste Whitlow, Water Conservation Coordinator, asked Dir. Eby to discuss this later. She answered questions from the Board.

Director Vierheilig

6-17-09 Water Conservation Committee.

6-19-09 Central Coast Greenhouse Growers Assoc. will meet at the Edwards Barn.

6-20-09 Pete Jenny retirement celebration.

Director Harrison

Will be coordinating rides to the two meetings today.

- C-6) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public comment.

The Board took a break at 10:41 a.m. and returned at 10:51 a.m.

01:39:08

D. CONSENT AGENDA

D-1) APPROVE WARRANTS

D-2) APPROVE BOARD MEETING MINUTES

Approve Minutes of 5/27/09 Regular and 6/3/09 Special Meeting

D-3) AUTHORIZE EXECUTION OF AGREEMENT WITH MGE UNDERGROUND TO PERFORM POTHOLING SERVICES FOR WATERLINE INTERTIE PROJECT

President Harrison asked to pull Item D-3.

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

D. CONSENT AGENDA (CONTINUED)

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

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

D-3

President Harrison asked questions about the number of potholes planned for the location of potential utility conflicts in several areas of the proposed Waterline Intertie Project. Director Winn asked for a composite map of the site, showing where the parcels are that the County is considering giving to Santa Barbara Flood Control District. Peter Sevcik, District Engineer, answered the questions from the Board.

There was no public comment.

There was no public comment.

Upon motion by Director Winn and seconded by Director Vierheilig, the Board unanimously agreed to award the quote for potholing services for the Waterline Intertie Project to MGE for a total cost of \$24,725. Vote 5-0.

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

01:51:44

E. ADMINISTRATIVE ITEMS

01:51:44

E-1) SCOPING HEARING: RECEIVE FEEDBACK ON THE SOUTHLAND WASTEWATER TREATMENT FACILITY UPGRADE PROJECT DRAFT ENVIRONMENTAL IMPACT REPORT

Director Vierheilig recused himself from this item. He lives near the perimeter of one of the proposed sites to be discussed.

Bruce Buel, General Manager, explained that part of the process for preparing a Draft EIR is to hold a Scoping Hearing and to provide an opportunity for trustee agencies, responsible agencies and interested parties to comment on the scope of work.

President Harrison opened the Public Hearing at 10:51 a.m. for comments on the Southland Wastewater Treatment Facility Upgrade Project Draft EIR.

Douglas Wood, Douglas Wood & Associates (the firm that prepared the Draft EIR) stated that the process allows public input as to what should be addressed in the Draft EIR. The comments will be summarized and included in the Draft EIR. The comments are not to be on the project itself but on the project objective. That process will come later.

Director Winn stated that at first he did not favor injection because it was presumed to use a great deal of energy. He has since learned that it usually does not. A higher level of treatment is required.

Jon Seitz, District Legal Counsel, explained that the water to be injected would have to be cleaned before it was injected.

There was no public comment.

President Harrison closed the Public Hearing at 11:17 a.m.

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

- E-1) SCOPING HEARING: RECEIVE FEEDBACK ON THE SOUTHLAND WASTEWATER TREATMENT FACILITY UPGRADE PROJECT DRAFT ENVIRONMENTAL IMPACT REPORT (CONTINUED)

Upon motion by Director Winn and seconded by Director Eby, the Board unanimously agreed to direct Douglas Wood and Associates to evaluate feedback for inclusion of the scope of work for the project. Vote 4-0., with Director Vierheilig being absent for the vote.

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

Director Vierheilig returned to the Boardroom.

02:05:14

- E-2) AUTHORIZE EXECUTION OF AGREEMENT WITH CANNON TO PREPARE WILLOW ROAD WATERLINE, PHASE II DESIGN

Peter Sevcik, District Engineer, has been charged with District infrastructure on the Willow Road Extension Project Phase 2 from Hetrick Road to US 101 that includes Frontage Road south to Sandydale Drive. The District's 2007 Water and Sewer Master Plan Update recommended the construction of a 12-inch diameter waterline in this segment of Willow Road as well as a 12-inch diameter waterline and a short segment of 16-inch diameter waterline south on Frontage Road to Sandydale Drive. Cannon is currently designing the Willow Road Waterline Extension Phase 1 project for the District. Cannon has developed a working relationship with County staff in coordinating the Phase 1 project, the knowledge of the County's requirements acquired during the design of Phase 1 and a level of coordination effort anticipated to be required for the Phase 2 project. Mr. Sevcik answered questions from the Board.

Upon motion by Director Winn and seconded by Director Vierheilig, the Board authorized staff to execute a Task Order or agreement with Cannon for the design of the Willow Road Waterline Extension Project Phase 2 for a not-to-exceed amount of \$89,840. There was no public comment. Vote 5-0.

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

02:19:55

- E-3) DETERMINE FUNDING FOR FY09-10 HIGH EFFICIENCY WASHER REBATE PROGRAM

Bruce Buel, General Manager, explained that the Board had suspend the HEW Rebate Program on February 11th and set this meeting for an update on the State's funding status. The State has not reinstated the funding.

Celeste Whitlow, Water Conservation Coordinator, answered questions from the Board.

The following member of the public spoke:

Donna Peterson, NCSD resident – stated that she has her own well and has cut her water use in half through conservation methods and would appreciate some kind of a rebate for those using less water, rather than just the possibility of receiving a washer rebate.

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

E-3) DETERMINE FUNDING FOR FY09-10 HIGH EFFICIENCY WASHER REBATE PROGRAM (CONTINUED)

Director Winn made a motion to start the program if one of three things happen:

- o State resumes the funding for the program;
- o Board decides to have cosmetic program with very small numbers; or
- o NCS D pays \$75.00 on a new washing machine.

After Board discussion, Director Winn modified his motion to adopt a \$75.00 rebate program to customers for a water-saving washer and budget \$100.00 for each rebate for the program. Director Eby seconded the motion. Vote 4-1, with Director Harrison voting no.

The Board reopened public to hear comments from the following:

Donna Peterson, stated that it seems that even if she reduces her water usage, the costs will continue to go up. Mr. Buel suggested that Ms. Peterson call him at the office.

Marsha McCarthy - Nipomo resident – stated that the rebate program may not be hitting the Board’s target. Because of today’s economic conditions, people may not be purchasing an energy-saving washer. She stated that even though her house is on well water, she is concerned with what the District is doing with the water.

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

The Board went to Closed Session next.

05:57:56

I. CLOSED SESSION ANNOUNCEMENTS

Jon Seitz, District Legal Counsel, announced the following to be considered in Closed Session:

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL PENDING LITIGATION GC§54956.9 SMVWCD VS. NCS D (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; MARIA VISTA ESTATES VS. NCS D ET AL. (CASE NO. ND07-10362RR IN UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT, NORTHERN DIVISION)
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; NCS D VS. COUNTY OF SAN LUIS OBISPO, ET AL. (CASE NO. CV090010)
4. ANNUAL PERFORMANCE REVIEW OF DISTRICT LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54957
5. INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956 (ONE CASE)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public present to comment.

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 12:11 p.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 2:09 p.m.

Jon Seitz, District Legal Counsel, announced that the Board heard updates on the items listed above. Mr. James Markman was present via telephone conference for Item 1.

Item 4 – President Harrison announced that the Board discussed Mr. Seitz' performance. Mr. Buel was directed to transcribe the comments and present to Mr. Seitz.

Item 5 – No decision was made and there was no reportable action.

03:01:22

E-4) PUBLIC HEARING – AUTHORIZE RECORDATION OF TAX LIENS FOR PROPERTIES IN ARREARS IN PAYMENT OF SOLID WASTE FEES

Bruce Buel, General Manager, explained that each year NCSD has the authority to implement the collection procedures identified in Section 61621.2 of the Government Code for accounts that have accrued a delinquency during the last twelve months. He noted a few corrections in the proposed resolution.

President Harrison opened the Public Hearing at 2:14 p.m. There was no public present to comment.

Lisa Bognuda, Finance Director, answered questions from the Board. South County Sanitary sent out notices by certified mail in February 2009, to inform the customers of the process. The Board discussed the matter.

President Harrison closed the Public Hearing at 2:28 p.m.

Upon motion by Director Eby and seconded by Director Winn, the Board unanimously approved Resolution 2009-1145, as edited and with one deletion in Exhibit A. Vote 5-0.

RESOLUTION NO. 2009-1145
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
CONFIRMING REPORT OF DISTRICT GENERAL MANAGER FOR
UNPAID SOLID WASTE COLLECTION CHARGES

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

03:19:59

E-5) PUBLIC/PROTEST HEARING – AUTHORIZE COLLECTION OF FY2009-10 BLACKLAKE STREET LIGHT DISTRICT ASSESSMENTS

Bruce Buel, General Manager, explained that a Public Hearing is necessary to confirm the report for collection of the charges on the 2009-10 tax roll for the Blacklake Street Light District assessments.

President Harrison opened the Public Hearing.

There was no public present to comment.

The Board asked questions and discussed the resolution.

Lisa Bognuda, Finance Director, answered the Board's questions.

President Harrison closed the Public Hearing.

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

E-5) PUBLIC/PROTEST HEARING – AUTHORIZE COLLECTION OF FY2009-10 BLACKLAKE STREET LIGHT DISTRICT ASSESSMENTS (CONTINUED)

Upon motion by Director Nelson, seconded by Director Eby, the Board unanimously approved Resolution 2009-1146, as edited. Vote 5-0.

RESOLUTION 2009-1146
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
PROVIDING FOR THE COLLECTION OF STREET LIGHT CHARGES ON
THE SAN LUIS OBISPO COUNTY TAX ROLLS FOR MAINTENANCE AND
OPERATION OF EXISTING PUBLIC STREET LIGHTS IN THE BLACKLAKE VILLAGE

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

03:28:07

E-6) PUBLIC/PROTEST HEARING – AUTHORIZE COLLECTION OF FY2009-10 LANDSCAPE MAINTENANCE ZONE #1 ASSESSMENTS

Bruce Buel, General Manager, explained a Public Hearing was in order to levy collection of assessment for the Street Landscape Maintenance District No. 1 for fiscal year 2009-2010. The assessment amount has actually been reduced from previous years.

President Harrison opened the Public Hearing.

There was no public present to comment.

The Board asked questions and discussed the proposed resolution.

Lisa Bognuda, Finance Director, answered the Board's questions.

President Harrison closed the Public Hearing.

Upon motion by Director Winn and seconded by Director Vierheilig, the Board unanimously approved Resolution 2009-1147, as amended. There was no public comment. Vote 5-0.

RESOLUTION NO. 2009-1147
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT ORDERING
THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE
NIPOMO COMMUNITY SERVICES DISTRICT STREET LANDSCAPE
MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2009-2010

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

03:39:40

E-7) PUBLIC HEARING – REVIEW FY2009-10 BUDGET

Bruce Buel, General Manager, explained that some minor changes in the Board letter were requested. The paragraph starting with Fund 125 – Water, the word "surplus" could be changed to - "positive fund balance".

Page two, under Fund 830 – the "page 54" should be changed to "page 56". The Board asked for minor spelling changes within the budget.

President Harrison opened the Public Hearing at 2:51 p.m. There was no public present. Directors Harrison and Vierheilig complimented Mrs. Bognuda on the preparation of the budget.

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

E-7) PUBLIC HEARING – REVIEW FY2009-10 BUDGET (CONTINUED)

President Harrison closed the Public Hearing at 2:53.

Upon motion by Director Eby and seconded by Director Vierheilg, the Board unanimously agreed to set June 24, 2009, for the adoption of the Budget for Fiscal Year 2009-2010, as amended with edits.. There was no public present to comment. Vote 5-0.

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

03:44:33

F. MANAGER'S REPORT

Bruce Buel, General Manager, added an update to the report as submitted. The Federal Appropriations request is being monitored. Today is the subcommittee meeting discussing the mark-up results.

President Harrison asked if the Board would be meeting the new employees. Mr. Buel said they will be coming to the June 24th meeting when Ms. Grietens gives the Utilities Division's report.

Peter Sevcik, District Engineer, answered some questions about groundwater rules.

03:57:46

G. COMMITTEE REPORT

Bruce Buel, General Manager, answered questions from the Board about the Committee Report.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Winn

Would like to find lab testing costs for testing pharmaceuticals at the wastewater treatment facility.

Would like to add a counter for the number of hits to various sections of the NCSD website.

Received information that the APCD Dune Crest Impact Study should be released soon.

Public Comment instructions at the beginning of the agenda – can they be amended? What does "or pending before the Board" actually mean?

What effort is NCSD making about SLO County well-permitting information?

Would like to know date and place of Northern Cities Technical Group is having their public meeting like the Santa Maria meeting. Mr. Buel told Director Winn that the Watermaster for the "Northern Cities Management Area is Iris Priestoff, an engineer with Todd Engineering.

Oceano is doing a study to correct their well elevations.

Director Eby

Ask the webmaster about "hitometers" on the website and how they might show incorrect readings "BOTS" give misleading information about authentic hits.

ADJOURN

President Harrison adjourned the meeting at 3:18 p.m.

➤ THE FOLLOWING REGULAR BOARD MEETING IS JUNE 24, 2009

TENTATIVELY SCHEDULED ITEMS INCLUDE:

- Emergency Water Shortage Regulations
- Adoption of FY2009-10 Budget
- Adoption of District Strategic Plan

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL
DATE: JUNE 19, 2009

**AGENDA ITEM
D-3
JUNE 24, 2009**

AUTHORIZE PURCHASE OF WATER CONSERVATION SOFTWARE

ITEM

AUTHORIZE EXTENSION OF AGREEMENT WITH SCIENCE DISCOVERY FOR WATER CONSERVATION EDUCATION PROGRAM [RECOMMEND APPROVAL]

BACKGROUND

In May 2008, the Board of Directors authorized execution of an agreement between Los Osos Community Services District, Golden State Water Company, and S&T Mutual Water Company and Science Discovery for the development of an educational water-conservation presentation for elementary-school classes.

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 2009-2010 Water Conservation Program Budget, approved by the Board, includes funding for the program.

Mike diMilo, the director of Science Discovery, recently made a presentation to the NCSD at which time he provided a summary of the presentations given at Nipomo elementary schools, and asked for guidance from the Board regarding changes to presentation boards he uses in the classroom.

As part of the agreement between the District and the California Urban Water Conservation Council (CUWCC), the District will implement and make progress on a series of Best Management Practices (BMPs). One of the BMPs requires public information and school education programs. The Science Discovery program easily covers the requirements of this BMP.

The "20 x 2020" program (not yet finalized) currently requires that Californians decrease their gallons-per-capita-per-day water consumption by 20% by the year 2020. This program references the CUWCC BMPs, and emphasizes the benefit of regional programs. Grant- and loan-funding requirements also emphasize regional programs. The Science Discovery program will meet specifications for regional programs.

The 2008-2009 costs for the program were more than this year's costs because last year's costs included the one-time development costs associated with the program.

The breakdown of costs for 2008-2009 and 2009-2010 are attached, as is the 2009-2010 proposal for the Science Discovery regional program.

FINANCIAL

Funding in the Water Conservation Program Budget for the Science Discovery program (\$4000).

RECOMMENDATION

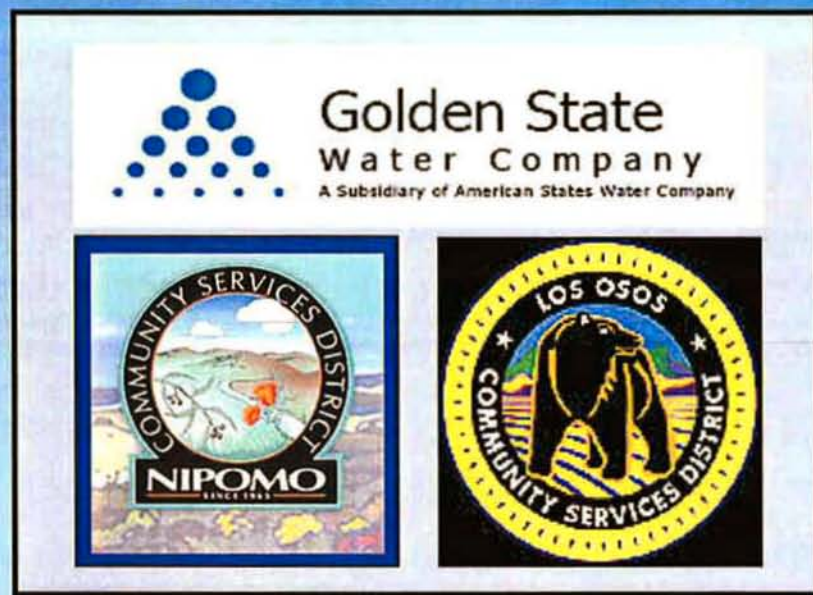
Staff recommends that your Honorable Board authorize the extension of the Science Discovery program for FY 2009-2010.

ATTACHMENTS

- "Proposal to Provide Water Conservation Education to Schools 2009-2010 School Year"
- "Water Conservation Education to Schools 2009-2010 School Year Breakdown of Costs"
- Breakdown of Costs for FY 2008-2009.

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Proposal To Provide
Water Conservation Education To Schools
2009 – 2010 School Year
for



Submitted By

Science Discovery

242 Luneta Dr.
San Luis Obispo, CA 93405
Phone: 781-8341 Fax: 781-8343
E-mail: sciencediscovery@sbcglobal.net
www.mysciencediscovery.com

Introduction

The purpose of this proposal is to outline all components as proposed by Science Discovery, to provide a school-based water conservation education program for the Golden State Water Company, Los Osos Community Services District, S&T Water Company and Nipomo Community Services District (hereafter referred to as *Partners*).

Science Discovery designed and implemented the first year's water conservation education efforts in Los Osos and Nipomo schools. We propose to build on this initial experience and success, by implementing the program for the 2009-10 school year.

Our Mission Statement for This Proposal

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

Scope Of Services

1. Write, Print and Distribute Teacher Newsletter
2. Schedule and Implement Class Presentations
3. Provide Program Maintenance and Administration

Write and Distribute Teacher Newsletter

Science Discovery will write and distribute a four-page newsletter, describing the water conservation program to local teachers. The newsletter will include a description of the program along with photos, science correlations for grades 3-5, and a sign-up form. Partners will have the opportunity to review and edit the newsletter before final printing and distribution.

Schedule and Implement Class Presentations

The presentation will be offered to grades 3-5, as these grades incorporate water curriculum, as directed by the California Academic Science Standards. The program will be

approximately 45 minutes in length. Core topics include: 1. The Water Cycle, 2. Groundwater Supply, 3. Water Conservation (indoor), 4. Water Conservation (outdoor). All four, story boards created last year will be used in the class programs. The program will be interactive to maximize student participation and learning.

Science Discovery will schedule all class programs with teachers. This will be done via phone, fax, or e-mail.

Program Maintenance and Administration

This aspect of the program includes:

- Phone communications with teachers and Partners
- Minor changes / improvements in the program
- Meetings with Partners
- Cleaning / preparing presentation materials
- Fax and postage costs

2009-10 Education Team

The following individuals comprise the Science Discovery education team, and may participate in administering the or implementing the water conservation education program.

Mike di Milo founded Science Discovery in 1994. He has a BS in Natural Resources Management from Cal Poly San Luis Obispo. Mike has a strong background in education and business. Mike works with all Science Discovery clients which includes projects in school education, exhibits, curriculum and video production.

Lynne Haley has worked in the education field for over 33 years. She has a teaching credential and a Masters in Education. Lynne has been with Science Discovery for nine years. Her scope of work includes a wide variety of projects including water, recycling, museum exhibits and curriculum. Lynne enjoys the challenge of developing creative ways to relate science topics to students of all ages.

David Lindsey has a BA in Social Science from Humboldt State University. He is beginning his fourth year with Science Discovery. David has presented dozens of water conservation programs throughout San Luis Obispo County, and has a passion for educating students of all ages about resource conservation topics.

Stacey Smith has a BS in Education from Eastern Michigan University and a California teaching certificate. She is beginning her second year as an educator with Science Discovery. Stacey works with grades K-6, sharing her enthusiasm and skills as an environmental educator

Insurance

Science Discovery is insured for general liability with The Hartford Company. Coverage is for \$1,000,000.00. All employees are covered under a workers compensation policy with State Compensation Insurance Fund. Additionally, a policy covering all employees while driving on company business, is in effect with The Hartford Company.

Program Costs

Los Osos

Write and Distribute Teacher Newsletter \$962.00
Does not include copy/print cost

Class Presentations: 10 @ 110.00/program:\$1,100.00

Program Maintenance and Administration: 1.25 hours/month @ \$55.00/hr..... \$687.50
(based on 10 months/year)

Total:..... \$2,749.50

Nipomo

Write and Distribute Teacher Newsletter\$1,014.00
Does not include copy/print cost

Class Presentations: 15 @ 117.00/program:\$1,755.00

Program Maintenance and Administration 2.0 hrs/month @ 55.00/hr :\$1,100.00
(10 month year)

Total:..... \$3,869.00

Water Conservation Education to Schools
2009-2010 School Year
Breakdown of Costs

	All Water Purveyors	Los Osos (LOCSD, GSWC, S&T MWC)	Nipomo (NCSD, GSWC)	
Project Development Costs				
Design and Fabrication of Five Water Puzzle Pieces	\$ -	\$ -	\$ -	
Program Maintenance & Administration	\$ -	\$ 687.50	\$ 1,100.00	
Write and Distribute Teacher Newsletter*	\$ -	\$ 962.00	\$ 1,014.00	
Grand Total	\$ -	\$ 1,649.50	\$ 2,114.00	
Cost Sharing				
LOCSD	\$ -	\$ 618.56		\$ 618.56
GSWC - Los Osos	\$ -	\$ 618.56		\$ 618.56
GSWC - Nipomo	\$ -		\$ 1,057.00	\$ 1,057.00
NCSD	\$ -		\$ 1,057.00	\$ 1,057.00
S&T MWC (5%)	\$ -	\$ 82.48		\$ 82.48
SLO County (20%)	\$ -	\$ 329.90		\$ 329.90
Total	\$ -	\$ 1,649.50	\$ 2,114.00	\$ 3,763.50
Class Presentations				
Billings for the presentations will go directly to the water purveyor who serves the school.				
Los Osos (GSWC & LOCSD) 10 @ \$110/program		\$ 1,100.00		
Nipomo (GSWC & NCSD) 15 @ \$117/program			\$ 1,755.00	


* Price does not include copy/print costs

6/10/2009

	All Water Purveyors	Los Osos (LOCSD, GSWC, S&T MWC)	Nipomo (NCSD, GSWC)	
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	
LOCSD Modifications (LOCSD Only)		\$ 325.00		
Grand Total	\$ 9,500.00	\$ 3,950.00	\$ 3,675.00	\$ 17,125.00
Cost Sharing				
LOCSD	\$ 1,781.25	\$ 1,684.38		\$ 3,465.63
GSWC - Los Osos	\$ 1,781.25	\$ 1,359.38		\$ 3,140.63
GSWC - Nipomo	\$ 1,781.25		\$ 1,837.50	\$ 3,618.75
NCSD	\$ 1,781.25		\$ 1,837.50	\$ 3,618.75
S&T MWC (5%)	\$ 475.00	\$ 181.25		\$ 656.25
SLO County (20%)	\$ 1,900.00	\$ 725.00		\$ 2,625.00
Total	\$ 9,500.00	\$ 3,950.00	\$ 3,675.00	\$ 17,125.00
Annual Operating Costs (Projected)				
Los Osos (GSWC & LOCSD)		\$ 550.00		
Nipomo (GSWC & NCSD)			\$ 840.00	

10/1/2008

TO: BOARD OF DIRECTORS

FROM: BRUCE BUEL 

DATE: JUNE 17, 2009

AGENDA ITEM

D-4

JUNE 24, 2009

CONSIDER ADOPTION OF PERSONAL PROTECTIVE EQUIPMENT POLICY

ITEM

Consider adoption of Personal Protective Equipment Policy in accordance with Cal/OSHA requirements [ADOPT RESOLUTION].

BACKGROUND

Title 8, Sections 3380, 3381, 3382, 3383, 3384, 3385, 3387 and 3389 of the California Code of Regulations, as well as other Cal/OSHA regulations, require employers to protect employees from the risk of injury by providing personal protective equipment to create a barrier against workplace hazards. The District currently does not have a personal protective equipment policy.

Staff has prepared the attached Personal Protective Equipment Policy based on Cal/OSHA's requirements. Once the policy is adopted, staff will proceed to conduct the appropriate training.

FISCAL IMPACT

Preparation of the policy, presentation of the policy at the Board meeting, and employee training involves usage of previously budgeted staff time.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached Resolution.

ATTACHMENT

Resolution 2009-XXXX with Exhibit "A" – Personal Protective Equipment Policy

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A PERSONAL PROTECTIVE EQUIPMENT POLICY**

WHEREAS, the Nipomo Community Services District (herein "District") does not have a Personal Protective Equipment Policy, and

WHEREAS, Staff has determined that the District needs a Personal Protective Equipment Policy to protect employees from the risk of injury by providing personal protective equipment to create a barrier against workplace hazards; and

WHEREAS, the Personal Protective Equipment Policy attached as Exhibit "A" to this Resolution has been reviewed by the Board of Directors of the Nipomo Community Services District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District, as follows:

1. The policy attached hereto as Exhibit "A" is hereby adopted as the Personal Protective Equipment Policy of the Nipomo Community Services District.
2. Effective Date. This Resolution and the attached Personal Protective Equipment Policy shall take effect immediately.

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

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby passed and adopted this 24th day of June, 2009.

James Harrison
President of the Board
Nipomo Community Services District

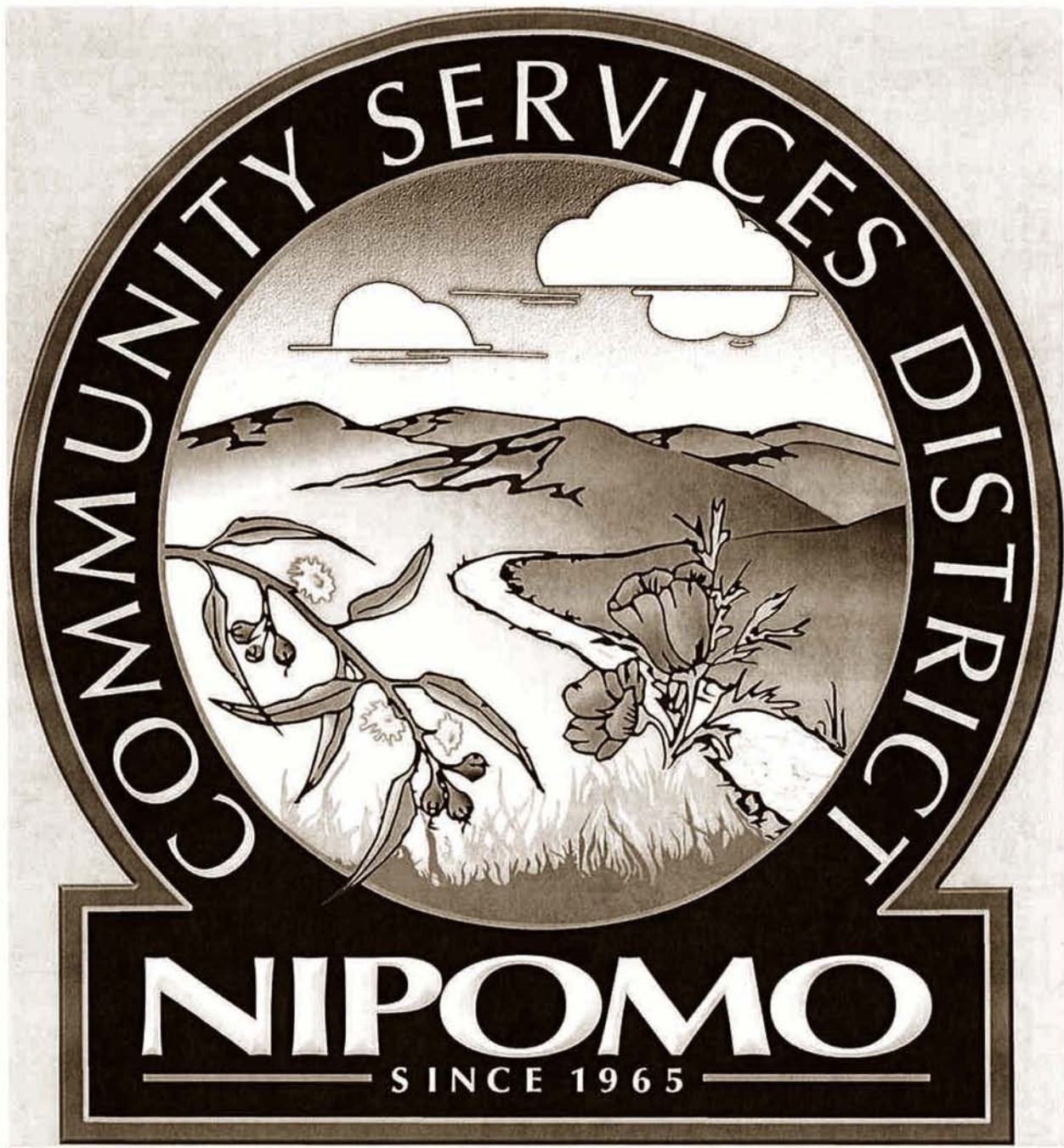
ATTEST:

APPROVED:

Donna K. Johnson
Secretary to the Board

JON S. SEITZ
District Legal Counsel

NCSD SAFETY POLICIES AND PROCEDURES
PERSONAL PROTECTIVE EQUIPMENT POLICY



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NCS D SAFETY POLICIES AND PROCEDURES

PERSONAL PROTECTIVE EQUIPMENT POLICY

I. PURPOSE

The purpose of this Policy is to protect employees from the risk of injury by creating a barrier against workplace hazards. Personal protective equipment is not a substitute for good engineering or administrative controls or good work practices, but should be used in conjunction with these controls to ensure the safety and health of employees. Personal protective equipment will be provided, used, and maintained when it has been determined that its use is required and that such use will lessen the likelihood of occupational injury/or illness.

II. APPLICABILITY

This Policy applies to all District employees.

III. POLICY

It is the policy of the Nipomo Community Services District that all aspects of CalOSHA's requirements for personal protective equipment, *California General Industry Safety Orders, Title 8, Subchapter 7, Group 2, Article 10*, shall be met or exceeded. This Policy addresses eye, face, head, and foot protection. Refer to the District's *Hearing Conservation Policy* for hearing protection.

IV. RESPONSIBILITIES

A. Utility Superintendent and Finance Director/Assistant General Manager shall:

1. Ensure that the Personal Protective Equipment Policy is implemented. The Utility Superintendent and Finance Director/Assistant General Manager have the authority to delegate any or all portions of this policy to subordinates, but the Utility Superintendent and Finance Director/Assistant General Manager will be held responsible for compliance.
2. Annually budget for the department's personal protective equipment.
3. Conduct workplace hazard assessments to determine the presence of hazards which necessitate the use of personal protective equipment.

B. Supervisors shall:

1. Implement the Personal Protective Equipment Policy.
2. Ensure that employees wear personal protective equipment when appropriate.
3. Counsel employees when personal protective equipment is not worn.
4. Notify the Safety Officer when new hazards are introduced or when processes are added or changed.
5. Ensure that employees are trained on the proper use, care, and cleaning of personal protective equipment.

NCSD SAFETY POLICIES AND PROCEDURES

PERSONAL PROTECTIVE EQUIPMENT POLICY

C. Employees shall:

1. Wear personal protective equipment as required.
2. Care for, clean, and maintain all issued personal protective equipment.
3. Inform their supervisor of the need to repair or replace personal protective equipment.

D. District Engineer/Safety Officer shall:

1. Update and maintain the Personal Protective Equipment Policy.
2. Assist with and review workplace hazard assessments to determine the presence of hazards which necessitate the use of personal protective equipment.
3. Maintain records on hazard assessments.
4. Provide assistance in training supervisors and employees on the proper use, care, and cleaning of approved personal protective equipment.
5. Provide guidance to supervisors for the selection and purchase of approved personal protective equipment.

V. PROCEDURE

A. Hazard Assessment and Equipment Selection

CalOSHA requires employers to conduct inspections of all workplaces to determine the need for personal protective equipment (PPE) and to help in selecting the proper PPE for each task performed. The Utility Superintendent or Finance Director/Assistant General Manager, in conjunction with the Safety Officer, will conduct a walk through survey of each work area initially and whenever new hazards are introduced into the workplace to identify sources of hazards, including impact, penetration, compression, chemical, heat, dust, electrical sources, material handling, vibration, and light radiation. Each survey will be documented using the *Hazard Assessment Certification* form, which indicates the workplace surveyed, the person who conducted the survey, findings of potential hazards, and the date of the survey.

Once the hazards of a workplace have been identified, the Utility Superintendent or Finance Director/Assistant General Manager and the Safety Officer will determine the suitability of the PPE presently available; and, as necessary select new or additional equipment ensuring a level of protection greater than the minimum required to protect the employees from the hazards. Care will be taken to recognize the possibility of multiple and simultaneous exposures to a variety of hazards. Adequate protection against the highest level of each of the hazards will be provided.

B. Protective Devices

All personal protective clothing and equipment shall be of safe design and construction for the work to be performed and shall be maintained in a sanitary, safe and reliable condition. Only those items that meet NIOSH (National Institute for Occupational Safety and Health) or ANSI (American National Standards Institute) standards will be procured or accepted for use. Newly purchased PPE must conform to the updated ANSI standards which have been

NCSD SAFETY POLICIES AND PROCEDURES

PERSONAL PROTECTIVE EQUIPMENT POLICY

incorporated into the CalOSHA PPE regulations, as follows:

1. Eye and Face Protection ANSI Z87.1
2. Head Protection ANSI Z89.1
3. Foot Protection ANSI Z41.1
4. Hand Protection - There are no ANSI standards for gloves. Selection must be based on the performance characteristics of the glove in relation to the tasks performed.

Careful consideration will be given to the comfort and fit of PPE in order to ensure that it will be used. Protective devices are generally available in a variety of sizes. Care should be taken to ensure that the right size is selected.

C. Eye and Face Protection

Prevention of eye injuries requires that all persons, who may be in eye hazard areas, wear protective eyewear. This includes employees, contractors, or others passing through an identified eye hazard area. To provide protection for these personnel, supervisors of such areas shall procure a sufficient quantity of goggles and/or safety glasses which afford the maximum amount of protection possible.

Suitable eye protectors shall be used when employees are exposed to hazards from flying particles, molten metal, acids or caustic liquids, chemical liquids, gases, vapors, aerosols, or potentially injurious light radiation.

1. Wearers of contact lenses must also wear appropriate eye and face protection devices in a hazardous environment.
2. Side shields shall be used when there is a hazard from flying objects.
3. Goggles and face shields shall be used when there is a hazard from chemical splash.
4. Face shields shall only be worn over primary eye protection (safety glasses or goggles).
5. For employees who wear prescription eye lenses, eye protectors shall fit properly over the prescription lenses (goggles).

D. Emergency Eyewash Facilities

Emergency eyewash facilities meeting the requirements of ANSI Z358.1 shall be provided in all areas where the eyes of any employee may be exposed to chemicals. All such emergency facilities will be located where they are easily accessible in an emergency. Permanent emergency eyewash facilities must be flushed at least monthly and the inspection noted on a laminated "inspection tag" attached to the eyewash.

E. Head Protection

Head protection shall be provided to and worn by any employee that may be exposed to falling, flying, or fixed objects that may fall, or electrical shock (600 volts or less).

NCSD SAFETY POLICIES AND PROCEDURES

PERSONAL PROTECTIVE EQUIPMENT POLICY

F. Hand Protection

Suitable gloves shall be worn when hazards from chemicals, cuts, lacerations, abrasions, punctures, burns, biologicals, and harmful temperature extremes are present. Glove selection shall be based on performance characteristics of the gloves, conditions, duration of use, and hazards present. One type of glove will not work in all situations.

The first consideration in the selection of gloves for use against chemicals is to determine, if possible, the exact nature of the substances to be encountered. Read instructions and warnings on chemical container labels and MSDSs before working with any chemical. Recommended glove types are often listed in the section for personal protective equipment.

All glove materials are eventually permeated by chemicals. However, they can be used safely for limited time periods if specific use and other characteristics (i.e., thickness and permeation rate and time) are known. The Safety Officer can assist in determining the specific type of glove material that should be worn for a particular chemical.

G. Foot Protection

All safety footwear shall comply with ANSI Z41-1991, "American National Standard for Personal Protection - Protective Footwear." Safety shoes or boots with impact protection are required to be worn in work areas when carrying or handling materials such as packages, objects, parts and/or heavy tools, which could be dropped; and for other activities where objects might fall onto the feet. Safety shoes or boots with compression protection are required for work activities in which materials could potentially roll over an employee's feet. Safety shoes or boots with puncture protection are required where sharp objects such as nails, wire, tacks, screws, large staples, scrap metal, etc., could be stepped on by employees causing a foot injury.

It is the employee's responsibility to purchase safety shoes or boots when required by their position. Reimbursement for the purchase of safety shoes will be in accordance with the District's Personnel Policy Manual.

H. Life Rings and Personal Flotation Devices

At least one U.S. Coast Guard approved 30-inch life ring with not less than 90 feet of 600 pound capacity line attached shall be kept in a conveniently accessible place where employees work exposes them to the hazard of drowning or each employee shall wear a U.S. Coast Guard approved personal floatation device.

I. Cleaning and Maintenance

It is important that all PPE be kept clean and properly maintained. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. PPE shall be inspected, cleaned, and maintained at regular intervals by the employee the PPE is assigned to so that the PPE provides the requisite protection. Personal protective equipment shall not be shared between employees until it has been properly cleaned and sanitized.

NCSD SAFETY POLICIES AND PROCEDURES

PERSONAL PROTECTIVE EQUIPMENT POLICY

PPE will be distributed for individual use whenever possible.

J. Signage

Safety signage shall be posted wherever PPE is required. Signage is not required at temporary job sites; however, the job site hazards and personal protective equipment required shall be discussed at a daily tailgate meeting. Signage shall have clear and concise wording like "Safety Glasses Required in This Area" or "Head Protection Required." Signs shall be purchased and posted by the respective department.

K. Training

Any employee required to wear PPE shall receive training in the proper use and care of the PPE. Periodic re-training shall be offered by District to both employees and supervisors, as needed. The training shall include, but not necessarily be limited to, the following subjects:

1. When PPE is necessary to be worn.
2. How to properly don, doff, adjust, and wear PPE.
3. The limitations of PPE.
4. The proper care, maintenance, useful life and disposal of the PPE.

L. Recordkeeping

The Safety Officer shall maintain the *Hazard Assessment Certification* form for each permanent work site evaluated for at least three (3) years. Training records shall be maintained by the respective Department and Safety Officer for a period of three (3) years.

NCSD SAFETY POLICIES AND PROCEDURES

PERSONAL PROTECTIVE EQUIPMENT POLICY

Hazard Assessment Form

Job Title: _____ Department : _____

Work Location: _____ Supervisor's Name: _____

Describe Each Task or Activity:	Hazard Associated with Task or Activity	Level, Size, Degree or Impact of Hazard

Hazard Assessment: Part of Body and Type of Protection Required: (Check all that apply)

Head	Body	Face Shield	Ear Muffs/Plugs
Face	Hands	Goggles	Gloves
Eyes	Skin	Safety Glasses	Safety Shoes
Ears		Hard Hat	Other

Additional Requirements:

Person certifying assessment: _____
Print Name
Signature
Date

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JUNE 19, 2009

**AGENDA ITEM
D-5
JUNE 24, 2009**

RESET SECOND SEPTEMBER BOARD MEETING TO SEPT. 30

ITEM

Reset second September Board Meeting to September 30, 2009 [RECOMMEND APPROVAL]

BACKGROUND

Director Winn has requested that the Board reschedule the 9/23/09 Meeting to 9/30/09 so that he can attend the CSDA Annual Conference.

FISCAL IMPACT – NONE

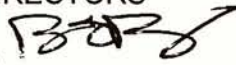
RECOMMENDATION

Staff recommends that the Board reset the Second September Meeting to September 30, 2009.

ATTACHMENTS

- Rough draft regulations

t:\documents\board matters\board meetings\board letter 2009\REset Sept 23rd Meetong.doc

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: JUNE 18, 2009

**AGENDA ITEM
D-6
JUNE 24, 2009**

ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS AND EASEMENTS
APN 092-130-044 (ROOSEVELT APARTMENTS – 750 GRANDE ASSOCIATES)

ITEM

Acceptance of water and sewer improvements and easements for APN 092-130-044, Roosevelt Apartments Project. [ADOPT RESOLUTION].

BACKGROUND

Upon completion of a developer's project, the District accepts improvements for the project after all requirements have been met. The developer for APN 092-130-044, a 52 unit apartment complex on Grande Street, has installed water and sewer improvements and has met the District's conditions:

- Installed the improvements
- Paid associated capacity fees

While the developer has provided the required offer of dedication, the developer was unable to provide the District's standard Engineer's Certification because the developer did not retain an engineer to oversee the construction even though the District's Plan Check and Inspection Agreement required it. In lieu of the standard required Engineer's Certification, the developer's design engineer provided the attached non-standard Engineer's Certification and the developer's underground contractor provided a Contractor's Certification, also attached. In addition, staff required the developer to execute a Two Year Maintenance Guaranty and supply a bond to provide an additional level of protection for the District.

Regarding the Plan Check and Inspection Fees, the developer owes the District for inspection and legal costs that have yet to be billed to the District. Historically, the District has recovered these costs after the Board accepts the project as part of staff's project close out procedure. Staff will not physically set the meters until all of these costs are paid.

The Board should note that the allocation for this project was phased over a four year period with the last 7 units to be connected no sooner than October 1, 2008. Thus, all units can be served at this time.

RECOMMENDATION

Staff recommends that your Honorable Board approve Resolution 2009-Accept Roosevelt Apartments, accepting the offered water and sewer system easements, accepting the water and sewer system improvements, and authorizing the execution of the Two-Year Maintenance Guaranty for Roosevelt Apartments.

ATTACHMENTS

Resolution 2009-Accept Roosevelt Apartments
Easement and Agreement Affecting Real Property dated June 18, 2009
Two-Year Maintenance Guaranty and Bond
Engineer's Certification
Contractor's Certification

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING WATER AND SEWER IMPROVEMENTS AND EASEMENTS
FOR ROOSEVELT APARTMENTS (APN 092-130-044)**

WHEREAS, the District approved the construction plans on October 31, 2008, for the water and sewer improvements to be constructed; and

WHEREAS, the water and sewer improvements have been constructed; and

WHEREAS, Owner is unable to comply with Engineer Certification requirements of the District and thus has agreed to provide the District with a Two-Year Maintenance Guaranty; and

WHEREAS, on March 19, 2009, the Owner offered the water and sewer improvements to the Nipomo Community Services District; and

WHEREAS, the Owner offered the attached easement to the Nipomo Community Services District; and

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

WHEREAS, all water and sewer capacity fees for service, required in conformance with District ordinances, have been paid in Roosevelt Apartments (APN 092-130-044).

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

1. That the water and sewer improvements to serve the Roosevelt Apartments in Nipomo are accepted by this District.
2. That the attached easement, dated June 18, 2009, is hereby accepted and staff is ordered to record the attached easement.
3. That the Board President is authorized to execute the attached Two-Year Maintenance Guaranty.
4. That staff is authorized to set water meters to serve the project once all Plan Check and Inspection Agreement costs have been paid by the Owner.

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 24th day of June, 2009.

James Harrison, 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:
Nipomo Community Services District

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

APN 092-130-044 and 092-130-045

EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 750 Grande Associates, a California Limited Partnership, referred to hereinafter as "Owner(s) or Grantor(s)", hereby grants to the NIPOMO COMMUNITY SERVICES DISTRICT, referred to hereinafter as "District", a utility easement herein "Easement or Easement Area" over and under the below described private streets:

Grande Avenue, Hill Street and Kelly Court

The location of the easement is further described in the drawing attached hereto as Exhibit "A", "A-1", "B", "B-1", "C" and "C-1".

The Easement granted herein shall be subject to the following:

PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including sewer pipelines, water 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.

MAINTENANCE AND REPAIR OF DISTRICT FACILITIES

The District's obligation for maintenance and repair of the Easement Area is limited to that portion of the Easement that is affected by the District reconstruction, operation, repair and maintenance of District Facilities.

MISCELLANEOUS

A. The Easement granted herein shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of the District and its successors and assigns.

B. This Easement shall be governed by the laws of the State of California. Any litigation regarding the Easement 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.

C. This Easement shall be recorded in the Official Records of the County Recorder's Office, San Luis Obispo County.

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

AUTHORITY TO EXECUTE.

All parties to this Easement warrant and represent that they have the power and authority to grant and accept this Easement and its terms and conditions 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 grant this Easement have been fully complied with. Furthermore, by granting this Easement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Easement to which Grantor(s) is obligated, which breach would have a material effect hereon.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On June 18, 2009 before me, P. Gates, Notary Public
(here insert name and title of the officer)

personally appeared Darren Berberian

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]
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement Agreement for
(Title or description of attached document)

750 Grande Associates
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

EXHIBIT "A"
PUBLIC UTILITY EASEMENT
LEGAL DESCRIPTION

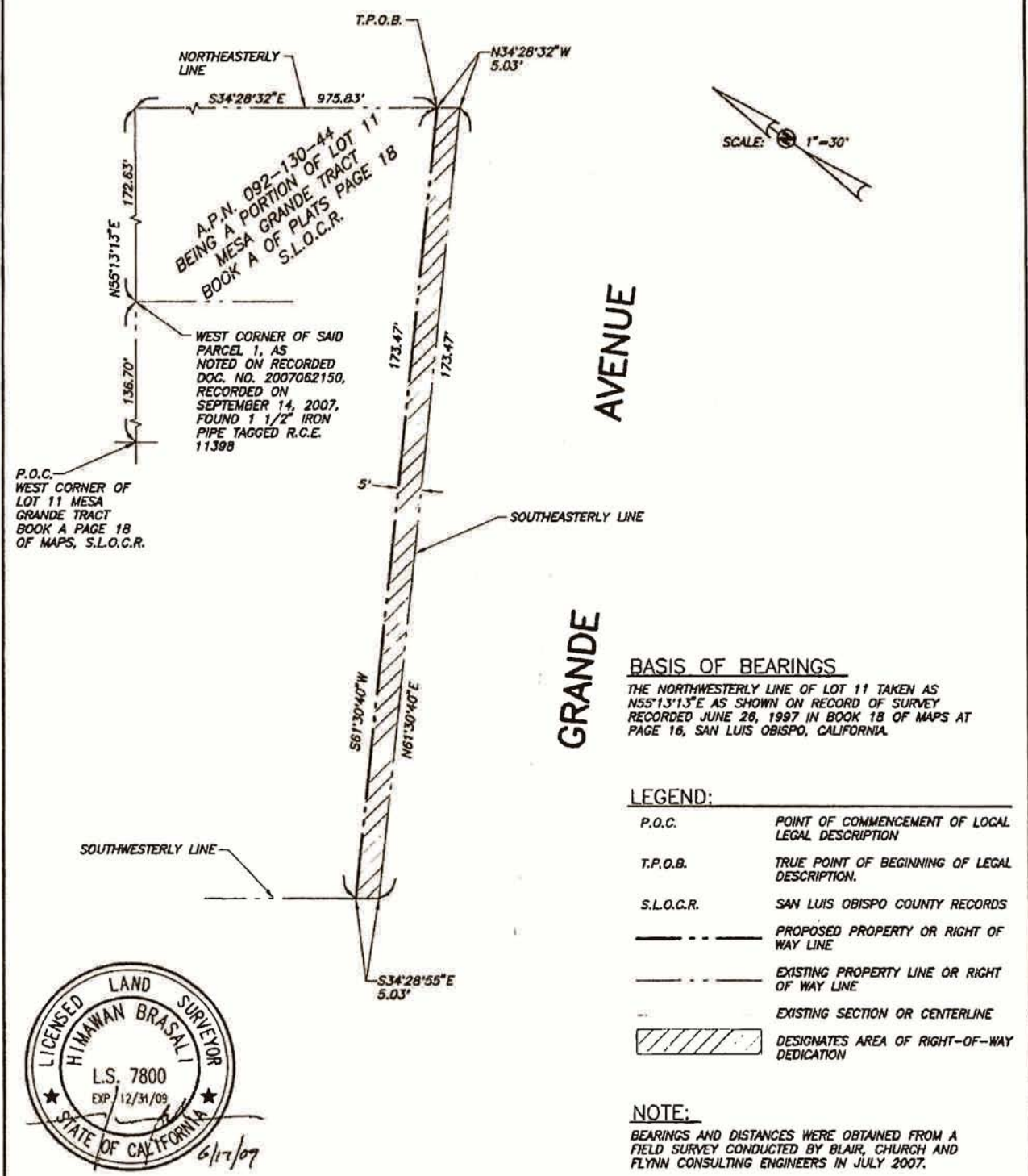
That portion of Lot 11 of the Mesa Grande Tract, in the County of San Luis Obispo, State of California, according to the map recorded September 19, 1887 in book A, page(s) 18 of maps, in the office of the County Recorder of said County, described as follows:

Commencing at the West corner of said Lot 11, thence North 55°13'13" East, along the northwesterly line of said Lot 11, a distance of 136.70 feet to a 1½" iron pipe tagged R.C.E. 11398, said iron pipe being the West corner of said Parcel 1 as noted on Grant Deed recorded on September 14, 2007 as Document No. 2007062150, San Luis Obispo County Records; thence North 55°13'13" East, along the northwesterly line of said Parcel 1 of said Grant Deed, a distance of 172.63 feet; thence South 34°28'32" East, along the northeasterly line of said Parcel 1 of said Grant Deed, a distance of 975.83 feet to the **TRUE POINT OF BEGINNING**; thence South 61°30'40" West, along a line which is parallel with and 5.00 feet northwesterly of, measured at right angles thereto, the southeasterly line of said Parcel 1 of said Grant Deed, said southeasterly line of said Parcel 1 of said Grant Deed being parallel with and 30.00 feet northwesterly of, measured at right angles thereto, the centerline of Grande Avenue, a distance of 173.47 feet; thence South 34°28'55" East, along the southwesterly line of said Parcel 1 of said Grant Deed, a distance of 5.03 feet; thence North 61°30'40" East, along the southeasterly line of said Parcel 1 of said Grant Deed, a distance of 173.47 feet; thence North 34°28'32" West, along the northeasterly line of said Parcel 1 of said Grant Deed, a distance of 5.03 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 868 square feet more or less



EXHIBIT "A-1"



AVENUE

GRANDE

P.O.C.
WEST CORNER OF
LOT 11 MESA
GRANDE TRACT
BOOK A PAGE 18
OF MAPS, S.L.O.C.R.

WEST CORNER OF SAID
PARCEL 1, AS
NOTED ON RECORDED
DOC. NO. 2007062150,
RECORDED ON
SEPTEMBER 14, 2007,
FOUND 1 1/2" IRON
PIPE TAGGED R.C.E.
11398

BASIS OF BEARINGS

THE NORTHWESTERLY LINE OF LOT 11 TAKEN AS
N55°13'13"E AS SHOWN ON RECORD OF SURVEY
RECORDED JUNE 26, 1997 IN BOOK 18 OF MAPS AT
PAGE 16, SAN LUIS OBISPO, CALIFORNIA.

LEGEND:

- P.O.C. POINT OF COMMENCEMENT OF LEGAL DESCRIPTION
- T.P.O.B. TRUE POINT OF BEGINNING OF LEGAL DESCRIPTION.
- S.L.O.C.R. SAN LUIS OBISPO COUNTY RECORDS
- PROPOSED PROPERTY OR RIGHT OF WAY LINE
- EXISTING PROPERTY LINE OR RIGHT OF WAY LINE
- EXISTING SECTION OR CENTERLINE
- DESIGNATES AREA OF RIGHT-OF-WAY DEDICATION

NOTE:

BEARINGS AND DISTANCES WERE OBTAINED FROM A FIELD SURVEY CONDUCTED BY BLAIR, CHURCH AND FLYNN CONSULTING ENGINEERS IN JULY 2007.



<p>Blair, Church & Flynn CONSULTING ENGINEERS</p>	<p>CONSULTANT</p> <p>Blair, Church & Flynn Consulting Engineers 481 Clava Avenue, Suite 200 Clovis, California 93612 Tel (509) 328-1400 Fax (509) 328-1200</p>	<p>SAN LUIS OBISPO COUNTY</p>		<p>DR. BY TDW</p> <p>CH. BY HB</p> <p>DATE 06/16/09</p> <p>SCALE: AS NOTED</p>	<p>SHEET NO. 1</p> <p>OF 1 SHEETS</p>
		<p>ROOSEVELT APARTMENTS PUBLIC-UTILITY-EASEMENT</p>			

EXHIBIT "B"

PUBLIC UTILITY EASEMENT

LEGAL DESCRIPTION

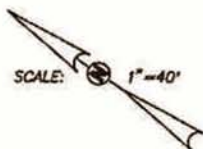
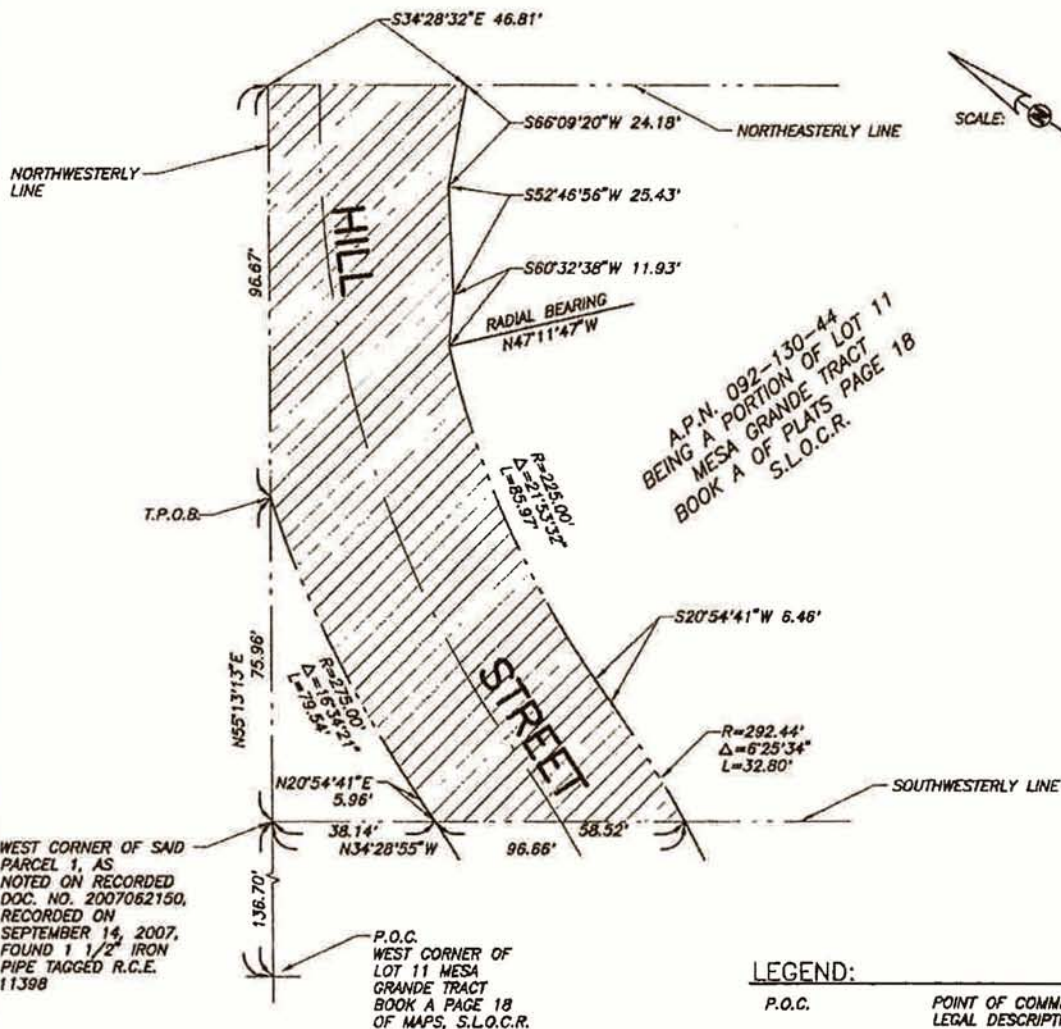
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Commencing at the West corner of said Lot 11, thence North 55°13'13" East, along the northwesterly line of said Lot 11, a distance of 136.70 feet to a 1½" iron pipe tagged R.C.E. 11398, said iron pipe being the West corner of said Parcel 1 as noted on Grant Deed recorded on September 14, 2007 as Document No. 2007062150, San Luis Obispo County Records; thence North 55°13'13" East, along the northwesterly line of said Parcel 1 of said Grant Deed, a distance of 75.96 feet to the **TRUE POINT OF BEGINNING**; thence North 55°13'13" East, along last said northwesterly line, a distance of 96.67 feet; thence South 34°28'32" East, along the northeasterly line of said Parcel 1 of said Grant Deed, a distance of 46.81 feet; thence South 66°09'20" West a distance of 24.18 feet; thence South 52°46'56" West a distance of 25.43 feet; thence South 60°32'38" West a distance of 11.93 feet to the beginning point of a non-tangent curve concave southeasterly, a radial line to said beginning point of said non-tangent curve bears North 47°11'47" West; thence southwesterly, along the arc of said non-tangent curve, with a radius of 225.00 feet, through a central angle of 21°53'32", an arc distance of 85.97 feet; thence South 20°54'41" West a distance of 6.46 feet to the beginning point of a tangent curve concave northwesterly; thence southwesterly, along the arc of last said tangent curve, with a radius of 292.44 feet, through a central angle of 6°25'34", an arc distance of 32.80 feet to a point on the southwesterly line of said Parcel 1 of said Grant Deed, said point bears South 34°28'55" East a distance of 96.66 feet from said 1½" iron pipe; thence North 34°28'55" West, along the southwesterly line of said Parcel 1 of said Grant Deed, a distance of 58.52 feet; thence North 20°54'41" East a distance of 5.96 feet to the beginning point of a tangent curve concave southeasterly; thence northeasterly, along the arc of last said tangent curve, with a radius of 275.00 feet, through a central angle of 16°34'21", an arc distance of 79.54 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 8,677 square feet more or less



EXHIBIT "B-1"



A.P.N. 092-130-44
BEING A PORTION OF LOT 11
MESA GRANDE TRACT
BOOK A OF PLATS PAGE 18
S.L.O.C.R.

WEST CORNER OF SAID
PARCEL 1, AS
NOTED ON RECORDED
DOC. NO. 2007062150,
RECORDED ON
SEPTEMBER 14, 2007,
FOUND 1 1/2" IRON
PIPE TAGGED R.C.E.
11398

P.O.C.
WEST CORNER OF
LOT 11 MESA
GRANDE TRACT
BOOK A PAGE 18
OF MAPS, S.L.O.C.R.

LEGEND:

- P.O.C. POINT OF COMMENCEMENT OF LOCAL LEGAL DESCRIPTION
- T.P.O.B. TRUE POINT OF BEGINNING OF LEGAL DESCRIPTION.
- S.L.O.C.R. SAN LUIS OBISPO COUNTY RECORDS
- — — PROPOSED CENTERLINE
- - - - - PROPOSED RIGHT OF WAY LINE
- — — — — EXISTING PROPERTY LINE
- DESIGNATES AREA OF RIGHT-OF-WAY DEDICATION



NOTE:
BEARINGS AND DISTANCES WERE OBTAINED FROM A FIELD SURVEY CONDUCTED BY BLAIR, CHURCH AND FLYNN CONSULTING ENGINEERS ON JULY 2007.

BASIS OF BEARINGS
THE NORTHWESTERLY LINE OF LOT 11 TAKEN AS N55°13'13"E AS SHOWN ON RECORD OF SURVEY RECORDED JUNE 26, 1997 IN BOOK 18 OF MAPS AT PAGE 16, SAN LUIS OBISPO, CALIFORNIA.

Blair, Church Flynn <small>CONSULTING ENGINEERS</small>	CONSULTANT Blair, Church & Flynn Consulting Engineers 451 Clovis Avenue, Suite 200 Clovis, California 93612 Tel (559) 328-1400 Fax (559) 328-1500	SAN LUIS OBISPO COUNTY ROOSEVELT APARTMENTS PUBLIC-UTILITY-EASEMENT	DR. BY IDW CH. BY HB DATE 06/16/09 SCALE: AS NOTED	SHEET NO. 1 OF 1 SHEETS

EXHIBIT "C"

PUBLIC UTILITY EASEMENT

LEGAL DESCRIPTION

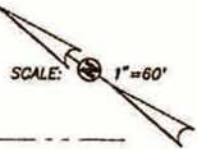
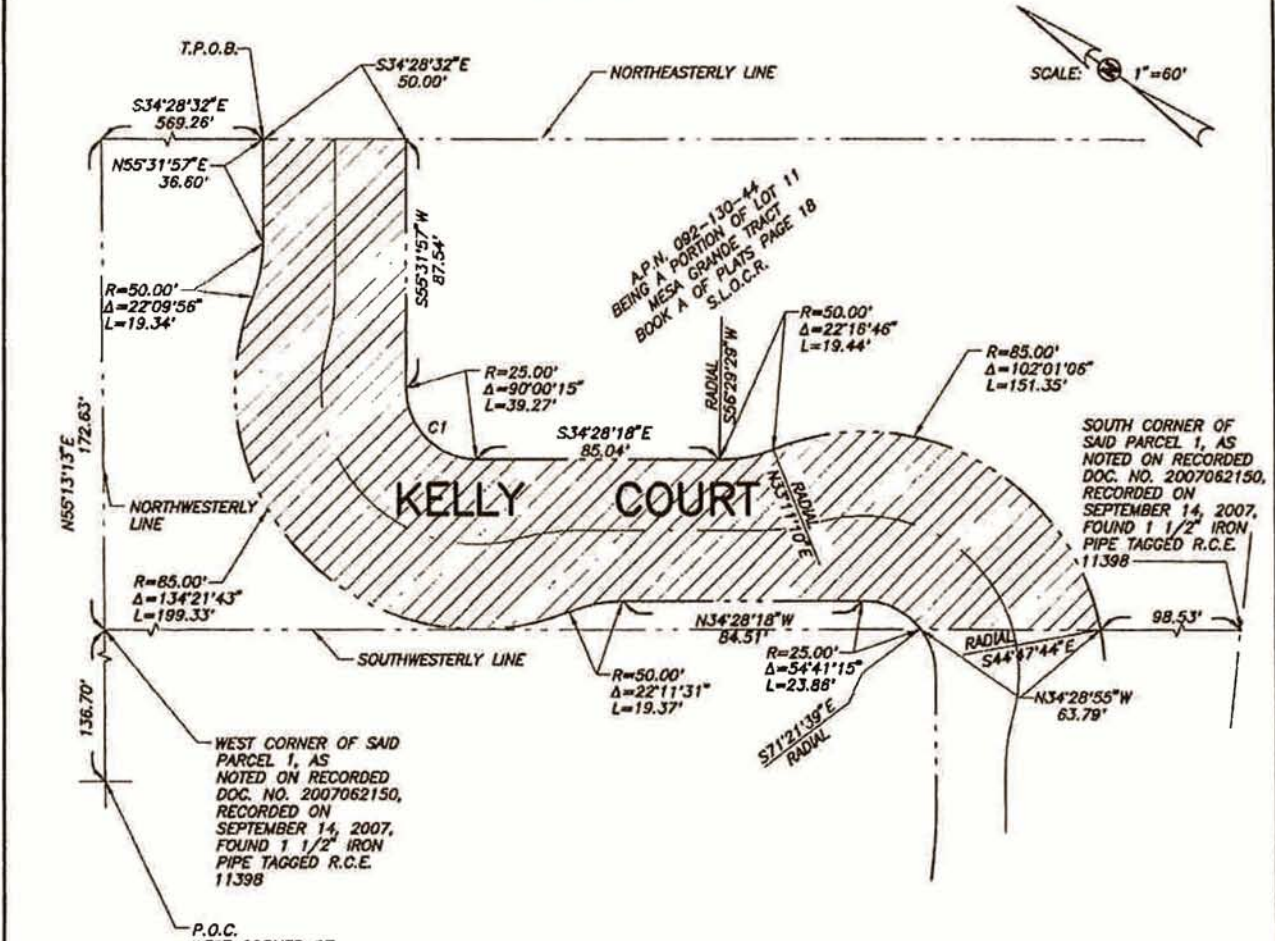
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Containing an area of 21,451 square feet more or less



EXHIBIT "C-1"



LEGEND:

- P.O.C. POINT OF COMMENCEMENT OF LOCAL LEGAL DESCRIPTION
- T.P.O.B. TRUE POINT OF BEGINNING OF LEGAL DESCRIPTION.
- S.L.O.C.R. SAN LUIS OBISPO COUNTY RECORDS
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY LINE
- - - EXISTING PROPERTY LINE
- ▨ DESIGNATES AREA OF RIGHT-OF-WAY DEDICATION



NOTE:
BEARINGS AND DISTANCES WERE OBTAINED FROM A FIELD SURVEY CONDUCTED BY BLAIR, CHURCH AND FLYNN CONSULTING ENGINEERS ON JULY 2007.

BASIS OF BEARINGS
THE NORTHWESTERLY LINE OF LOT 11 TAKEN AS $N55^{\circ}13'13''E$ AS SHOWN ON RECORD OF SURVEY RECORDED JUNE 26, 1997 IN BOOK 18 OF MAPS AT PAGE 16, SAN LUIS OBISPO, CALIFORNIA.

	CONSULTANT Blair, Church & Flynn Consulting Engineers 453 Clark Avenue, Suite 200 Clerks, California 93612 Tel (559) 326-1400 Fax (559) 326-1500	SAN LUIS OBISPO COUNTY ROOSEVELT APARTMENTS PUBLIC-UTILITY-EASEMENT		DR. BY TDW CH. BY HB DATE 06/16/09 SCALE AS NOTED	SHEET NO. 1 OF 1 SHEETS
	Copy of document found at www.NoNewWipTax.com				

NIPOMO COMMUNITY SERVICES DISTRICT TWO-YEAR MAINTENANCE GUARANTY

Exhibit "A" - Maintenance Bond or Letter of Credit

This Maintenance Guaranty made by 750 GRANDE ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, (herein referred to as "Owner") in favor of the NIPOMO COMMUNITY SERVICES DISTRICT (herein referred to as "District") is made with reference to the following recitals.

RECITALS:

A. Pursuant to an August 8, 2007 Plan-Check and Inspection Agreement (incorporated herein by this reference) between District and Owner (herein referred to as the "Agreement"), Owner constructed the following improvements (herein referred to as the "Improvements") as a condition to improving real property located at 750 Grande in Nipomo commonly referred to as the Roosevelt Apartment project:

- (1) Water and sewer improvements on Grande; and
- (2) Water and sewer improvements on Kelly Court; and
- (3) Water and sewer improvements on Bristlecone Lane; and
- (4) Water improvements in Hill Street

B. Owner is unable to comply with the Engineer certification requirements of Section 19(B) (2) of the Agreement.

C. As a condition precedent to District's acceptance of the Improvements, Section 19(C) of the Agreement requires Owner to deliver to District a Maintenance Bond or Letter of Credit or other securities to guarantee Owner's one (1) year maintenance warrantee.

NOW, THEREFORE, in order to induce District to accept the Improvements into its maintenance system, and the District's waiver of the requirements of Section 19(B) (2) of the Agreement, and in consideration thereof, Owner covenants and agrees as follows:

1. Warranty

Owner hereby warrants and guarantees all materials and workmanship furnished pursuant to the Agreement in the design and construction of the Improvements to be free from faulty materials and from improper workmanship.

NIPOMO COMMUNITY SERVICES DISTRICT TWO-YEAR MAINTENANCE GUARANTY

2. Maintenance Guaranty

For a two (2) year period from the date of District's acceptance of the Improvements, Owner and its surety shall repair or replace to the satisfaction of the District any or all such improvements or portions of said Improvements that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guaranty does not excuse the Owner from defects that are discovered more than two (2) years after acceptance.

3. Security for Maintenance Guaranty

Attached to this Maintenance Guaranty as Exhibit "A" is an irrevocable letter of credit or maintenance bond, or other securities acceptable to the District in the amount of \$10,340 (ten percent (10%) of the Improvements cost) as security for Owner's obligation under this Maintenance Guaranty.

4. Remedies

In the event of Owner or its surety's failure to comply with the obligations stated in paragraph 2 of this Maintenance Guaranty within a reasonable amount of time, from District's written notice of the failure, the District is authorized to have the defect repaired and made good.

The Owner and/or its surety shall be jointly and severally liable to the District for such costs of repair, including, but not limited to, management, administrative costs, engineering costs, legal costs, and other costs incurred relating to the repair. The District shall provide an invoice to Owner and Owner's surety for such costs, which shall be paid within thirty (30) days from the date of mailing. Interest shall accrue on any late payment at the legal rate of interest.

5. Remedies Not Exclusive

The use by District of any remedy specified herein for the enforcement of this Maintenance Guaranty is not exclusive and shall not deprive the District of using such remedy, or limit the application of, any other remedy provided by law.

6. Notices

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Maintenance Guaranty shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed

NIPOMO COMMUNITY SERVICES DISTRICT TWO-YEAR MAINTENANCE GUARANTY

and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

District

Nipomo Community Services District
148 S. Wilson
Nipomo, CA 93444

Owner

750 Grande Associates, a California Limited Partnership
4299 MacArthur Boulevard, #215
Newport Beach, CA 92660

Surety

If not referenced in Exhibit "A"

7. Amendments

Any amendments to this Maintenance Guaranty shall be of no force and effect unless it is in writing and signed by the District.

8. Headings

The paragraph headings used in this Maintenance Guaranty are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Maintenance Guaranty.

9. Agreement

This Maintenance Guaranty is in addition to, and does not supersede, any other agreement or agreements entered into by and between the Owner and the District.

10. Severability

If any provision of this Maintenance Guaranty is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Maintenance Guaranty shall remain in full force and effect unimpaired by the court ruling.

11. Venue

This Maintenance Guaranty has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Maintenance Guaranty shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or

NIPOMO COMMUNITY SERVICES DISTRICT TWO-YEAR MAINTENANCE GUARANTY

proceeding that may be brought or arise out of, in connection with or by reason of this Maintenance Guaranty.

12. Attorney Fees and Expenses

Owner agrees to pay all costs, including, without limitation, attorney fees and expenses, incurred by District in enforcing the terms of this Maintenance Guaranty, whether or not suit is filed. Owner agrees to indemnify and hold District harmless from all liability, loss, damage, or expense (including, without limitation, attorney fees) that it may incur under this Guaranty.

13. Recitals

The recitals at page 1 of this Maintenance Guaranty are incorporated herein by this reference and made a part hereof.

14. Authority to Execute Maintenance Guaranty

Owner hereby represents that the person executing this Maintenance Guaranty is expressly authorized to do so on behalf of the Owner.

IN WITNESS WHEREOF, the Owner has executed and delivered this Maintenance Guaranty to District on _____, 2009.

OWNER

By: 750 Grande Associates

Name: 

Title: SECRETARY

Date: June 15, 2009

NIPOMO COMMUNITY SERVICES DISTRICT

Jim Harrison, President
Nipomo Community Services District
Board of Directors

Date: _____

**NIPOMO COMMUNITY SERVICES DISTRICT
TWO-YEAR MAINTENANCE GUARANTY**

ATTEST

Donna Johnson, Secretary
to the Nipomo Community Services District
Board of Directors

Date: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On June 15, 2009 before me, P. Gates, Notary Public
(here insert name and title of the officer)

personally appeared Darren Berberian

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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS,

THAT, WHEREAS, Nipomo Community Services District, hereinafter designated as the "District," has entered into a contract with 750 Grande Associates, a California Limited Partnership, hereinafter designated as the "Owner" or "Principal", wherein Owner and its Surety, for a two (2) year period from the date of District's acceptance of the Improvements, as described below, shall repair or replace to the satisfaction of the District any or all such Improvements or portions of said Improvements that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing (herein the "Contract"). The Contract does not excuse the Owner from defects that are discovered more than two (2) years after acceptance; and

WHEREAS, the Improvements are generally described as follows:

- (1) Water and sewer improvements on Grande;
- (2) Water and sewer improvements on Kelly Court;
- (3) Water and sewer improvements on Bristlecone Lane;
- (4) Water improvements in Hill Street; and

WHEREAS, the Owner is required under terms of the Contract to furnish a bond for the faithful performance of the Contract; and

WHEREAS, the Contract is incorporated herein as though set forth at length by this refence;

NOW, THEREFORE, we, the undersigned Owner (Principal), and Bond Safeguard Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, as an admitted Surety, are held and firmly bound unto the District in the penal sum of Ten Thousand Three Hundred and 00/100 dollars (\$ 10,300.00), the sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above Owner, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in the above-stated amount shall hold good for a period of two (2) years after the District's acceptance of the Improvements, during which time if the Owner, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the District from loss or damage made evident during the period of two (2) years from the date of the District's acceptance of the Improvements, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the above-stated amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Owner remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the

Contract or to the work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to, administrative and consultant costs, and reasonable attorneys' fees to be fixed by the Court, which costs and fees shall be in addition to the face amount of this Bond.

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

Owner/Principal: 750 Grande Associates, a California Limited Partnership
4299 MacArthur Boulevard, #215
Newport Beach, CA 92660

Surety: Bond Safeguard Insurance Company
256 Jackson Meadows Drive, Suite 201
Hermitage, TN 37076

The above recitals are true and correct and are incorporated herein by referenced.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety and have caused this document to be executed by setting hereto their names, titles, and signatures.

750 Grande Associates, a California Limited Partnership

(Seal)

By:

[Signature] [Name]
Secretary [Title]
6/15/09 [Date]

(Surety)

Bond Safeguard Insurance Company

(Seal)

By:

[Signature]
Stephanie Pham [Name]
Attorney-In-Fact [Title]
June 15, 2009 [Date]

NOTE: Date of bond must not be prior to date of Contract.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange


On June 15, 2009 before me, P. Gates, Notary Public
(here insert name and title of the officer)

personally appeared Darren Berberian

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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 10/15/09 before me, Lisa Roper, Notary Public
Date Here Insert Name and Title of the Officer

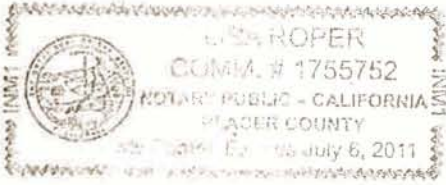
personally appeared Stephanie Pham
Name(s) of Signer(s)

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.

Signature [Signature]
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

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: Stephanie Pham

- 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: _____

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Eric Lowey, Mark Richardson, Stephanie Pham, ***** Brad Settgasl ***** its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/09

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of June, 20 09



Donald D. Buchanan
Donald D. Buchanan
Secretary



CONSULTING ENGINEERS

ENGINEER'S IMPROVEMENT CERTIFICATION

I, Michael E. Flynn, R.C.E. No. 23,828, hereby certify that:

Principals

- George Y. Blair, PE, *Retired*
- Kenneth L. Church, PE, *Retired*
- Michael E. Flynn, PE
- Jeffrey D. Brians, PE
- Adam K. Holt
- Karl E. Kienow, PE
- David A. Mowry, PE

Licensed Professionals

- Lane R. Bader, PE
- Efren Banuelos, PE
- Himawan Brasali, PLS
- David W. Briley, MLA
- Patrick G. Campbell, PE
- Michele K. De Good, CPA
- Eric M. Doswald, PE
- Timothy J. Flynn, PE
- Luis M. Gonzalez, PE
- Francisco V. Magos II, PE
- Steven R. Miller, PE
- Beth G. Montanez, PE
- Cordie R. Qualle, PE
- Frank Sen, PE
- Chester E. Walls, PE, LEED AP
- Allen S. Westersund, PE
- Thomas White, PLS
- Edward M. Wong, PE
- Frederick W. Wong, PE

- A. I have reviewed the Daily Construction Report as provided by Nipomo Community Services District ("District") for the construction of the water and sewer improvements ("Improvements") as shown on the Improvement Plans prepared by Alan Mok, formerly with Blair, Church & Flynn Consulting Engineers and approved by the District on October 31, 2008, and with those approved changes shown on the record drawings prepared by Blair, Church & Flynn Consulting Engineers on May 5, 2009.
- B. Based on the Daily Construction Report and the Contractor's record drawings, it appears that said improvements have generally been constructed at the horizontal and vertical alignment and in substantial conformance with the above referenced Improvement Plans.
- C. That said Improvements have been tested as noted on the Daily Construction Report as provided by the District and said test results meet District requirements, Standards and Specifications.

 6-4-09
 Signed _____

Seal:



Michael E. Flynn
 Printed Name

451 Clovis Ave., Suite 200
 Clovis, CA 93612
 Tel (559) 326-1400
 Fax (559) 326-1500
 www.bcf-engr.com

CONTRACTOR'S IMPROVEMENT CERTIFICATION

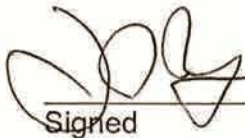
I, TLC UNDERGROUND / DON HERBERT Contractors License No. 796890,
hereby certify that:

A. I constructed the water and sewer improvements ("Improvements") as shown on the Improvement Plans prepared by Blair, Church and Flynn and approved by the Nipomo Community Services District ("District") on 05 31 2008, and with those approved changes shown

on the record drawings prepared by Blair, Church and Flynn on MAY 5 2009.

B. That said Improvements have been constructed at the horizontal and vertical alignment and in substantial conformance with the above referenced Improvement Plans.

C. That said Improvements have been tested and meet District requirements, Standards and Specifications.

 6/4/2009
Signed

DON D HERBERT
Print Name

SEE ATTACHED FORM
FOR NOTARY CERTIFICATE

Signature must be notarized.

RECEIVED
JUN 04 2009
NIPOMO COMMUNITY
SERVICES DISTRICT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo }

On 6/4/2009 before me, Scott William Haigwood
Date Here Insert Name and Title of the Officer

personally appeared Jon David Hergert
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 [Handwritten Signature]
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: _____

