

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN
GENERAL MANAGER

DATE: JULY 18, 2014

AGENDA ITEM

D

JULY 23, 2014

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 removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE JULY 9, 2014 REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVAL]
- D-3) RECEIVE QUARTERLY INVESTMENT REPORT [RECOMMEND RECEIVE REPORT]
- D-4) APPROVE AMENDED DISTRICT GENERAL MANAGER CONTRACT [RECOMMEND APPROVE CONTRACT]
- D-5) RE-ADOPT RESOLUTION TO AUTHORIZE COLLECTION OF FY 2014-15 BLACKLAKE STREET LIGHT DISTRICT ASSESSMENTS [RECOMMEND - BY MOTION AND ROLL CALL VOTE RE-ADOPT RESOLUTION APPROVING ASSESSMENT REPORT AND AUTHORIZING COLLECTION OF ASSESSMENTS]
- D-6) AUTHORIZE REAL PROPERTY PURCHASE AGREEMENT IN SUPPORT OF SUPPLEMENTAL WATER PROJECT APN 090-341-033, TROESH [RECOMMEND BY MOTION AND ROLL CALL VOTE AUTHORIZE STAFF TO EXECUTE PURCHASE AGREEMENT FOR APN 090-341-033 IN AMOUNT OF \$100,000]

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN *MSL*
 GENERAL MANAGER
 DATE: JULY 18, 2014

**AGENDA ITEM
 D-1
 JULY 23, 2014**

HAND WRITTEN CHECKS

07-14-14 10266 CA-NV SECTION OF AWWA

TOTAL COMPUTER CHECKS

\$93,112.66
 APPLICATION FEE \$120.00

VOIDS - NONE

COMPUTER GENERATED CHECKS

23291	07/18/14	EMP01	EMPLOYMENT DEVELOP DEPT	1334.82	.00	1334.82	B40715	STATE INCOME TAX
23292	07/18/14	MID01	RABOBANK-PAYROLL TAX DEPO	4192.63	.00	4192.63	B40715	FEDERAL INCOME TAX
				62.00	.00	62.00	1B40715	FICA
				1005.66	.00	1005.66	2B40715	MEDICARE (FICA)
			Check Total.....:	5260.29	.00	5260.29		
23293	07/18/14	MID02	RABOBANK-DIRECT DEPOSIT	25205.68	.00	25205.68	B40715	NET PAY
23294	07/18/14	PER01	PERS RETIREMENT	9076.56	.00	9076.56	B40715	PERS PAYROLL REMITTANCE
23295	07/18/14	STA01	CALPERS 457 DEFERRED COMP	2580.00	.00	2580.00	B40715	457 DEFERRED COMP
023296	07/23/14	ADV01	ADVANTAGE ANSWERING PLUS	139.24	.00	139.24	6252014	ANSWERING SERVICE
023297	07/23/14	ADV03	ADVANCED FLOW MEASUREMENT	414.00	.00	414.00	7/8/14	COMPLIANCE CHECKS
023298	07/23/14	AME03	AMERI PRIDE	145.67	.00	145.67	1157864	UNIFORMS
				157.48	.00	157.48	1162625	UNIFORMS
			Check Total.....:	303.15	.00	303.15		
023299	07/23/14	BCP00	B C PUMP SALES & SERVICE	6812.73	.00	6812.73	28942	BL LIFT STAION PUMP
023300	07/23/14	BES01	BEST BEST & KRIEGER	7401.16	.00	7401.16	728268	SUPPLEMENTAL WATER
023301	07/23/14	BIG01	BIG BRAND TIRE & SERVICE	90.14	.00	90.14	228361	OIL CHANGE-2009 F150
023302	07/23/14	BNY02	BANK OF NEW YORK MELLON	1750.00	.00	1750.00	1795670	BOND ADMIN FEE-2012 COP (
023303	07/23/14	BRE02	BRENNTAG PACIFIC INC.	378.77	.00	378.77	BPI431906	SODIUM HYPOCHLORITE
				433.01	.00	433.01	BPI431907	SODIUM HYPOCHLORITE
				225.04	.00	225.04	BPI433657	SODIUM HYPOCHLORITE
				559.60	.00	559.60	BPI433658	SODIUM HYPOCHLORITE
			Check Total.....:	1596.42	.00	1596.42		
023304	07/23/14	CAL08	CALIFORNIA RURAL WATER A	250.00	.00	250.00	SEVICK	DISTRIBUTION GRADE 3 COUR
				250.00	.00	250.00	VOELKER	DISTRIBUTION GRADE 1 COUR
			Check Total.....:	500.00	.00	500.00		
023305	07/23/14	CAN02	CANNON CORPORATION	9134.28	.00	9134.28	56909	STANDPIPE CONSTRUCTION
023306	07/23/14	FUG01	FUGRO CONSULTANTS, INC.	860.00	.00	860.00	621300463	EUREKA WELL
023307	07/23/14	GWA01	GWA INC	139.00	.00	139.00	11199	SERVICE CALL/BATTERIES
023308	07/23/14	INT02	INTEGRATED INDUSTRIAL SUP	5.00	.00	5.00	25732	BUSHING
023309	07/23/14	LEB02	LeBRUN, MICHAEL	65.00	.00	65.00	JULY 2014	CELL PHONE REIMBURSEMENT
023310	07/23/14	MOR02	MORE OFFICE SOLUTIONS	177.12	.00	177.12	690577	COLOR & B/W COPIES
023311	07/23/14	NIP08	NIPOMO CSD	350.66	.00	350.66	B40715	LANDSCAPE MAINT DISTRICT
023312	07/23/14	OFF01	OFFICE DEPOT	9.20	.00	9.20	1190001	OFFICE SUPPLIES
				68.94	.00	68.94	1452001	OFFICE SUPPLIES
				68.78	.00	68.78	1916001	OFFICE SUPPLIES
				93.50	.00	93.50	3163001	OFFICE SUPPLIES
			Check Total.....:	240.42	.00	240.42		

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN
 GENERAL MANAGER
 DATE: JULY 8, 2014

AGENDA ITEM
D-1
JULY 9, 2014
PAGE TWO

023313	07/23/14	POO01	POOR RICHARD'S PRESS	138.72	.00	138.72	260731A	POSTAGE FOR LATE NOTICES
				51.13	.00	51.13	260731B	MAIL LATE NOTICES
				1313.28	.00	1313.28	260816A	POSTAGE FOR BILLS
				484.04	.00	484.04	260816B	MAIL BILLS
			Check Total.....:	1987.17	.00	1987.17		
023314	07/23/14	PRI02	PRICE, POSTEL & PARMA, LL	1125.93	.00	1125.93	116457	SUPPLEMENTAL WATER
023315	07/23/14	SHI01	SHIPSEY & SEITZ, INC	14213.00	.00	14213.00	JUNE 2014	LEGAL SERVICES 6/30/14
023316	07/23/14	TAF01	TAFT ELECTRIC	315.00	.00	315.00	31188-07	MISTY GLEN L/S REPAIR
023317	07/23/14	TER01	TERMINIX	42.00	.00	42.00	885608	PEST CONTROL-WILSON
023318	07/23/14	USA01	USA BLUEBOOK	69.82	.00	69.82	386516	AMMONIA TESTS
				48.32	.00	48.32	386644	NITRITE TNT
				178.40	.00	178.40	386645	SIMPLIFIED TKN
				197.66	.00	197.66	391718	PADLOCKS
				1499.69	.00	1499.69	393751	PH PROBE/LAB SUPPLIES
			Check Total.....:	1993.89	.00	1993.89		

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: JULY 18, 2014



APPROVE MINUTES OF PREVIOUS BOARD MEETINGS

ITEM

Approve action minutes from previous Board meetings. [RECOMMENDED APPROVE MINUTES]

BACKGROUND

The draft minutes are a written record of the previous Board Meeting action.

RECOMMENDATION

Approve minutes as part of Consent Agenda.

ATTACHMENT

- A. July 9, 2014 draft Board Meeting Minutes

JULY 23, 2014

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

DRAFT REGULAR MEETING MINUTES

JULY 9, 2014 AT 9:00 A.M.

JON S. SEITZ BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

CRAIG ARMSTRONG, PRESIDENT
JAMES HARRISON, VICE PRESIDENT
LARRY VIERHEILIG, DIRECTOR
DAN GADDIS, DIRECTOR
BOB BLAIR, DIRECTOR

PRINCIPAL STAFF

MICHAEL S. LEBRUN, GENERAL MANAGER
LISA BOGNUA, FINANCE DIRECTOR
MICHAEL W. SEITZ, GENERAL COUNSEL
PETER SEVCIK, DIRECTOR OF ENG. & OPS.

Mission Statement:

Provide our customers with reliable, quality, and cost-effective services now and in the future.

00:00

A. CALL TO ORDER AND FLAG SALUTE

President Armstrong called the Regular Meeting of July 9, 2014 to order at 9:03 a.m. and led the flag salute.

B. ROLL CALL AND PUBLIC COMMENT FOR ITEMS NOT ON AGENDA

At Roll Call, all Board Members were present.

Public Comment

Richard Malvarose, President of Nipomo Chamber of Commerce, updated the Board on solidwaste programs including the recently activated Adopt-a-Highway program and a planned project with local non-profit groups.

Mark Westfall, District Customer and Blacklake Village HOA representative, commented on Mr. Malvarose's update and expressed concern for continued development in the area outside District service area.

The Board thanked both gentlemen for their comments.

00:13

C. PRESENTATIONS AND REPORTS

C-1) SAN LUIS OBISPO COUNTY SHERIFF COMMANDER JAY DONOVAN Update Report re: South County Law Enforcement and Department News

Sargent Dave Kenitz explained that Commander Donovan was unavailable due to ongoing law enforcement activity. Sargent Kenitz summarized recent activity in the area and answered questions from the Board. The Board thanked Sargent Kenitz for his update.

C-2) REPORT ON JUNE 25, 2014 REGULAR MEETING CLOSED SESSION Announcement of actions, if any, taken in Closed Session

Michael Seitz, District Legal Counsel, announced that the Board discussed Item 1(a) (Conference with District Legal Counsel re: pending litigation pursuant to GC §54956.9 SMVWCD VS NCSD) in closed session, but took no reportable action.

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

**C-2) REPORT ON JUNE 25, 2014 REGULAR MEETING CLOSED SESSION
(Continued)**

Mr. Seitz reported that the Board discussed Item 1(b) (NCSD v. Troesh, et al.) in closed session, but took no reportable action.

Mr. Seitz reported that the Board discussed Item 1(c) (NCSD v. County SLOCSC) in closed session, but took no reportable action.

Mr. Seitz reported that the Board discussed Item 2 (Conference with Legal Counsel pursuant to Govt. Code §54956.95), in closed session; the Board gave direction, but took no reportable action.

Mr. Seitz reported that the Board discussed Item 3 (Annual Performance Review of District General Manager) pursuant to Govt. Code §54957, in closed session; the Board gave direction, but took no reportable action.

C-3) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.

Receive Announcements and Reports from Directors

Director Blair

- ◇ Commented that Chevron and other oil companies produce large amounts of water as part of oil production activities.

Director Gaddis

- ◇ Attended the July 7, 2014 Parks Committee Meeting regarding proposed Jim Miller Park.

C-4) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

There was no public comment.

*Upon the motion of Director Vierheilig and seconded by Director Gaddis, the Board voted to receive and file the presentations and reports C-1, C-2, and C-3 as submitted.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Gaddis, Harrison, Blair and Armstrong	None	None

SUBJECT TO BOARD APPROVAL

00:20

D. CONSENT AGENDA
 D-1) WARRANTS [RECOMMEND APPROVAL]

D-2) APPROVE JUNE 25, 2014 REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVAL]

President Armstrong stated the consent items would need to be taken separately since Director Vierheilig did not attend the June 25 Regular Meeting.

Michael LeBrun, General Manager, answered questions from the Board on Item D-1 Warrants.

Upon the motion of Director Harrison and seconded by Director Blair, the Board voted to approve Item D-1. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Harrison, Blair, Vierheilig, Gaddis, and Armstrong	None	None

Upon the motion of Director Harrison and seconded by Director Armstrong, the Board voted to approve Item D-2. Vote 4-0. Director Vierheilig not qualified to vote since he was absent from meeting.

YES VOTES	NO VOTES	ABSENT
Directors Harrison, Armstrong, Gaddis, and Blair	None	None

E. ADMINISTRATIVE ITEMS

00:25

E-1) SOUTHLAND WWTF PHASE 1 IMPROVEMENT PROJECT PARTIAL RELEASE OF RETENTION [RECOMMEND AUTHORIZE STAFF TO RELEASE PORTION OF RETENTION]

Peter Sevcik, Director of Engineering and Operations, reviewed the report and answered questions from the Board.

There was no public comment.

Upon the motion of Director Harrison and seconded by Director Gaddis, the Board voted to approve the release of \$287,738 in retention and begin the warranty period on July 9, 2014 for all equipment and work performed excluding the Biolac Aeration Basin. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Harrison, Gaddis, Vierheilig, Blair, and Armstrong	None	None

E-2) CONSIDER RESCISSION CRITERIA FOR WATER FUND LITIGATION CHARGE [CONSIDER CRITERIA AND DIRECT STAFF]

General Manager, Michael LeBrun, reviewed the report and answered questions from the Board.

There was no public comment.

The Board took no action and directed staff to provide periodic updates on litigation costs.

SUBJECT TO BOARD APPROVAL

F. GENERAL MANAGER'S REPORT

Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet.

There was no public comment.

G. COMMITTEE REPORTS

- June 26, 2014 Finance and Audit Committee Meeting Minutes

Director Harrison and Director Gaddis summarized the July 7, 2014 Parks Committee Meeting.

Director Armstrong summarized the June 26 Finance and Audit Committee Meeting.

There was no public comment.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

None

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9
 - a) SMWWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
 - b) NCSD v Troesh et. al. SLOCSC# CV130175
 - c) NCSD v County SLOCSC #CV090010
 - d) NCSD v DeGroot SLOCSC #CV070066
2. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIM PURSUANT TO SECTION 54956.95:
Claimant: Specialty Construction
Agency: NCSD
3. ANNUAL PERFORMANCE REVIEW OF DISTRICT GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

00:59

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

K. ADJOURN TO CLOSED SESSION

President Armstrong adjourned to closed session at 10:00 a.m.

SUBJECT TO BOARD APPROVAL

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

02:15

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

The Board came back into Open Session at 11:15 a.m.

Michael Seitz, District Legal Counsel, announced that the Board discussed Item 1(a)-1(d) in closed session, but took no reportable action.

*In closed session, the Board voted 5-0 to deny Mr. DeGroot's request regarding the payment of fees required by the final judgment of CV 070066, Item 1(d).
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
<i>Directors Harrison, Gaddis, Vierheilig, Blair, and Armstrong</i>	<i>None</i>	<i>None</i>

Mr. Seitz reported that the Board discussed Item 2 (Conference with Legal Counsel pursuant to Govt. Code §54956.95), in closed session; the Board gave direction, but took no reportable action.

Mr. Seitz reported that the Board discussed Item 3 (Annual Performance Review of District General Manager) pursuant to Govt. Code §54957, in closed session; the Board completed its review.

ADJOURN

President Armstrong adjourned the meeting at 11:20 a.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	1 hours 5 minutes
Closed Session	1 hours 15 minutes
TOTAL HOURS	2 hours 20 minutes

SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN
GENERAL MANAGER

MSL

DATE: JULY 18, 2014

**AGENDA ITEM
D-3
JULY 23, 2014**

INVESTMENT POLICY – SECOND QUARTER REPORT

The Board of Directors have adopted an Investment Policy for NCSD which states that the Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the Board of Directors.

Below is the June 30, 2014 Quarterly Report for your review. As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 2014 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report by motion and minute order.

INVESTMENT POLICY-SECOND QUARTER REPORT 6/30/14

Investment	Institution	Amount of Deposit 6/30/14	Rate of Interest	Quarterly Interest Earned or Accrued 6/30/14	Amount of Deposit 6/30/13	Rate of Interest	Quarterly Interest Earned or Accrued 6/30/13
Money Market	Rabobank (1)	\$221,168.92	N/A	\$0.00	\$230,949.08	N/A	\$0.00
Savings-Improvement Bonds	Rabobank	\$172,863.45	0.25%	\$107.70	\$166,788.88	0.26%	\$65.83
Savings-Performance Bond	Rabobank	\$200,607.33	0.25%	\$124.98	\$200,089.99	0.26%	\$89.99
Pooled Money Investment	Local Agency Investment Fund (LAIF)	\$20,628,769.18	0.22%	\$11,771.69	\$21,907,980.17	0.24%	\$13,474.13
Certificate of Deposit Account Registry Service (CDARS)	Mission Community Bank	\$0.00	N/A	N/A	\$924,656.75	0.02%	\$168.48

N/A – Not Applicable

(1) Account placed on Analyzed Services

ATTACHMENTS

None

t:\board matters\board meetings\board letter\2014\140723 investment qtrly 06-30-14.docx

TO: BOARD OF DIRECTORS
FROM: MICHAEL W. SEITZ *MWS*
GENERAL COUNSEL
DATE: JULY 18, 2014



APPROVE AMENDED CONTRACT WITH DISTRICT GENERAL MANAGER

ITEM

Approve amended contract with General Manager [RECOMMEND APPROVE]

BACKGROUND

On July 9, 2014, your Board concluded an evaluation of General Manager and agreed to retain the General Manager. In accordance with the employment contract, the Board agreed to increase base salary from \$150,000 to \$164,140 (5% higher than next highest paid District employee).

Your Board directed staff to schedule approval of amendments to the General Manager's contract for Board consideration at the next Regular Meeting.

FISCAL IMPACT

Compensation of the General Manager is included in the District's approved 2014-2015 budget.

STRATEGIC PLAN

Goal 3 – PERSONNEL AND ORGANIZATION. Maintain a qualified, long-term and productive workforce to assure an effective organization.

RECOMMENDATION

By motion and roll call vote, approve amended contract with General Manager.

ATTACHMENT

- A. Amended contract with proposed changes shown in underline and strike out.

t:\board matters\board meetings\board letter\2014\140723 gm contract.docx

JULY 23, 2014

ITEM D-4

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT**

Attachments:

Exhibit "A" - General Manager Job Description

Exhibit "B" - District Resolution 2005-959

THIS CONTRACT is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Michael LeBrun (herein referred to as "General Manager" or "Michael LeBrun"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to enter into an employment relationship with Michael LeBrun as General Manager of the District;

C. Michael LeBrun desires to enter into an employment relationship as General Manager of the District.

D. It is the purpose of this Contract to define the employment relationship of Michael LeBrun and the District during the terms of this Contract. All references to General Manager in this Contract refer to Michael LeBrun.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF GENERAL MANAGER

District hereby agrees to employ Michael LeBrun as the District's General Manager and Secretary to the Board of Directors (collectively "General Manager").

SECTION 2 - DUTIES

A. General Manager shall devote his full energy, skill and ability, and productive time to the performance of General Manager's duties. General Manager understands that the management of the District requires that the

General Manager devote his entire work time to the discharge of the duties of the office.

B. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

The General Manager shall be responsible for all of the following:

1. The implementation of the policies established by the Board of Directors for the operation of the District.
2. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
3. The supervision of the District's facilities and services.
4. The supervision of the District's finances.

C. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

1. Maintaining accurate records of the proceedings of the Board of Directors.
2. Maintaining a book of District Ordinances or Codes with his\her attestation.
3. Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
4. Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph 1 above and deputize the Finance Director\Assistant General Manager to perform the duties referenced in paragraphs 2, 3 and 4 above in the absence of the General Manager.

D. Michael LeBrun agrees to perform the functions and duties specified in Subsections A, B, and C (above) and to perform other legally permissible and proper duties and functions as a District Board of Director's shall from time to time assign without additional compensation.

E. Both parties acknowledge that specific duties of the General Manager may vary from time to time.

SECTION 3 - TERM

This Amended Contract shall take effect on July 12, 2014~~2~~, ("Effective Date"), and shall remain in effect until terminated as provided herein.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in his employment as General Manager.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated with or without cause.

C. In the event the General Manager is terminated without cause by the District Board of Directors during such time that the General Manager is willing and able to perform the General Manager's duties under this Contract, then in that event the District Board of Directors agrees to pay the General Manager a lump sum cash payment ("Severance Pay") equal to six (6) months base salary then in effect. In addition to Severance Pay, District shall pay General Manager for his accrued but unused vacation time, but not sick leave. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

D. In the event General Manager is terminated for good cause, the General Manager shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave, plus benefits that are lawfully required to be continued. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

1. Any material breach by the General Manager of any term or provision of this Contract;
2. General Manager's failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
3. General Manager's misfeasance;
4. General Manager's malfeasance;

5. Conduct unbecoming the position of District General Manager or likely to bring discredit or embarrassment to District;
6. Insobriety while representing the District;
7. Conviction of a misdemeanor involving moral turpitude;
8. Conviction of a felony;
9. Engaging in illegal business practices in connection with the District's business;
10. Misappropriation of the District's assets;
11. Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or
12. Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

E. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District sixty (60) calendar days written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued vacation.

SECTION 5 - SALARY

A. District agrees to pay General Manager for his services rendered pursuant this Contract an annual salary of one hundred sixty four ~~fifty~~ thousand one hundred forty dollars (\$~~150,000~~164,140.00) payable in equal installments at the same time as other employees of District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.

B. Commencing on the 366th day from the Effective Date, and upon a successful evaluation evidencing that the General Manager meets or exceeds the Board's expectations, the annual base salary shall be adjusted, on a one time basis, to 5% greater than the base salary (unweighted) of the then highest paid District employee, other than the General Manager.

C. District will consider adjustments in compensation based upon performance.

D. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract.

SECTION 6 - HOURS OF WORK

The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.

SECTION 7 - PERFORMANCE REVIEW

A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews (evaluations) as follows:

1. On or before the sixth (6th) month from the Effective Date; and
2. On or before June 30th, 2013.

B. From and after the evaluation referenced in paragraph A(2) above, the General Manager shall receive an annual performance review no later than the end of June of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create a conflict of interest with the duties of General Manager and/or the interests of District.

SECTION 9 - PROFESSIONAL DEVELOPMENT

A. As part of its normal budget process, and reserving the right to establish appropriate priorities and funding amounts, the District will consider requests to budget funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional development, participation, growth and advancement. Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from time to time between General Manager and District.

B. Expenditures for items in subparagraph A (above) shall be deemed pre-approved, if the expenditures are within the District's budgeted amounts for the appropriate category. All other expenditures shall be pre-approved by District Board of Directors. General Manager shall keep District informed on at least a monthly basis, as part of the General Managers Report (on the Board of Directors meeting agenda) of all expenditures incurred in connection with professional development and a summary of educational conferences and seminars attended during the previous 30 days. All books, subscriptions and other items obtained pursuant to paragraph A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board of Director approval for:

1. Travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California; and
2. Air travel.

SECTION 10 - BENEFITS

A. Subject to District Resolution 2005-959 (attached hereto as Exhibit "B" and incorporated herein by this reference) District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other District employees. If the District Board of Director's amends the health, dental and vision insurance plan for existing employees, then the amended plan shall apply to the General Manager.

B. District agrees to pay employer and 50% of the employee (General Manager's) portion of the PERS contribution based on the current PERS Retirement Plan. If the District Board of Director's amends the Retirement Plan for existing employees, then the amended plan shall apply to the General Manager.

SECTION 11 - CELL PHONE REIMBURSEMENT

General Manager shall be reimbursed monthly at the rate of \$65.00 per month for maintaining a working cell phone, provided that said cell phone facilitates "24-7" District employee access to the General Manager.

SECTION 12 - LEAVES

A. Vacations:

1. Paid vacations shall accrue at the rate of one and one-fourth (1 and 1/4th) working days per month of paid employment (15 days/year).
2. Commencing on the 5th year after the Effective Date, paid vacation shall accrue at the rate of 1 and two-thirds (1 and 2/3rds) working days per month of paid employment (20 days per year).
3. The General Manager shall not *carry over* more than one hundred twenty (120) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached (120 hours), vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.
4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) at a time without prior approval of the Board of Directors.
5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

B. Sick Leave: Commencing on the Effective Date of employment, General Manager shall accrue, and have credited to his personal account, sick leave at the rate of one (1) working day per month cumulative to a maximum accrual of one hundred eighty (180) working days.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. Commencing on the Effective Date, the General Manager shall be entitled to five (5) administrative leave days with pay, per year. Administrative leave cannot be accumulated or carried over. Administrative leave shall not be scheduled when it would leave the District without appropriate management.

SECTION 13 - AUTOMOBILE

A. For District related uses, including travel to and from the General Manager's residence, the District shall make available an automobile/vehicle for the General Manager.

B. When the District's automobile/vehicle is not available the General Manager shall be reimbursement for the use of General Manager's personal vehicle at the prevailing IRS per diem mileage rate for expenses incurred in performing services for the benefit of the District excluding travel to and from work.

C. General Manager shall invoice District on a monthly basis for expenses referenced in paragraph B above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 14 - AUTOMOBILE INSURANCE ON PERSONAL VEHICLES USED FOR DISTRICT BUSINESS

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five hundred thousand dollars (\$500,000) per accident for personal vehicles used for District business.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. Prior to commencing work under this Contract, General Manager shall provide District with a Certificate of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for non-payment of premium.

D. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10)

days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

The District may set other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 16 - JURY DUTY

The District General Manager will receive full pay and benefits while serving on a trial jury. Any compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 17 - NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326
Attn: President of the Board of Directors

2. Michael LeBrun
2268 Callender Road
Arroyo Grande, CA 93420

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 18 - INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in

direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 19 - GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid; and (b) payment for any accrued vacation. General Manager and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

D. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party

who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

GENERAL MANAGER:

DISTRICT:

MICHAEL S. LEBRUN

CRAIG ARMSTRONG, President

DATE: _____, 2014

DATE: _____, 2014

Approved as to form:

MICHAEL W. SEITZ,
District Legal Counsel

DATE: _____, 2014

CHAPTER SEVEN - JOB DESCRIPTIONS

7000 - GENERAL MANAGER

1. DEFINITION

Under policy direction of the Board of Directors, plans, organizes, coordinates and supervises all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; performs related work as assigned. This position has full-time management status, and is FLSA exempt.

2. CLASS CHARACTERISTICS

The employee in this class is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions and activities within policy guidance and applicable state and federal laws and regulations.

3. EXAMPLES OF DUTIES (Illustrative Only)

- A. Plans, organizes, coordinates and administers, either directly or through subordinate supervisors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- B. Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- C. Prepares and administers the annual budget for the District; reviews all District expenditures; provides financial management for the District.
- D. Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- E. Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- F. Represents the Board and the District in contacts with governmental agencies, community groups and various business, professional and legislative organizations and District customers; acts as a District liaison with the media.
- G. Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs

**GENERAL MANAGER
CHAPTER SEVEN - JOB DESCRIPTIONS**

**NUMBER: 7000
EFFECTIVE: 05/23/07**

and accepts development plans and specifications for conformance with District standards on behalf of the District.

- H. Provides for the selection of District staff; administers discipline as required; provides guidance and direction to staff regarding policies and procedures.
- I. Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- J. Maintains and directs the maintenance of working and official District files.
- K. Assures that the Board is kept informed of District program and financial status and of legal, social and economic issues affecting District activities.
- L. In concert with the District Counsel, monitors changes in the law and operational process changes that may affect District operations; implements operational and procedural modification as required.

4. EMPLOYMENT STANDARDS

Knowledge of:

- A. Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the supervision of employees.
- B. Principles, practices and procedures of public administration in a special district setting.
- C. Functions, authority, responsibilities and limitations of an elected Board of Directors.
- D. Principles and practices of potable water production, treatment and distribution.
- E. Principles and practices of wastewater treatment and disposal.
- F. Applicable legal guidelines and standards effecting District operations.
- G. Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

Skill in:

- A. Planning, organizing, administering, coordinating, reviewing and evaluating a variety of District programs and activities.
- B. Working cooperatively with and accomplishing implementation of the policies of an elected Board of Directors.
- C. Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- D. Developing and administering an annual budget.
- E. Interpreting, applying and explaining complex laws, codes and regulations.
- F. Preparing clear and concise reports, correspondence and other written materials.
- G. Reading and interpreting plans, specifications and engineering documents.
- H. Using initiative and independent judgment within general policy guidelines.

**GENERAL MANAG
CHAPTER SEVEN - JOB DESCRIPTIONS****NUMBER: 7000
EFFECTIVE: 05/23/07**

- I. Making public presentations and conducting public hearings.
- J. Using fact, discretion and prudence in dealing with those contacted in the course of the work.

Physical Characteristics:

- A. Vision to read printed materials and a computer screen.
- B. Hearing and speech to interact in person and on the telephone.
- C. Mobility to work in a standard office environment, use standard office equipment, inspect District facilities in the field and to drive a motor vehicle.

Working Conditions:

- A. Attend meetings outside of normal working hours.

Licensing and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record.
- B. Must be bondable by District's fidelity bond insurer.

Education and Experience:

Equivalent to graduation from a four-year college or university with a bachelor's degree or higher in engineering or a related field and five (5) years' experience in an increasingly responsible public agency management position. Familiarity with water and/or wastewater processes are desirable.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2005-959

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ELECTING TO ESTABLISH A HEALTH BENEFIT VESTING REQUIREMENT FOR FUTURE
RETIREES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code 22893 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act may amend its resolution to provide a post retirement vesting requirement to employees who retire for service, and

WHEREAS, Nipomo Community Services District certifies employees are not represented by a bargaining unit and there is no applicable memorandum of understanding, and

WHEREAS, the credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Section 20069, except that not less than five years of that service shall be performed entirely with the Nipomo Community Services District; and

WHEREAS, the contribution for active employees cannot be less than what is defined in Section 22892(b);

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

1. That the employer's contribution for each retired employee first hired on or after the effective date of this resolution shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of 100 percent of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus 90 percent of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments during the fiscal year to which the formula applied plus Administrative fees and Contingency Reserve Fund, and be it further
2. That the percentage of employer contribution payable for post retirement health benefits for each retired employee shall be based on the employee's completed years of credited service based upon Government Code Section 22893; plus administrative fees and Contingency Reserve Fund assessments.

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

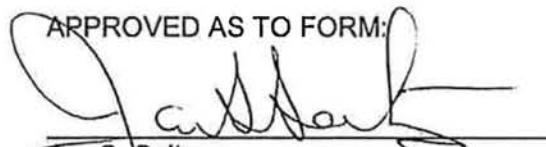
AYES: Directors Winn, Trotter, Wirsing, Eby and Vierheilig
 NOES: None
 ABSENT: None
 ABSTAIN: None

the foregoing Resolution is hereby adopted this 14th day of December 2005.


 Lawrence Vierheilig, President
 Nipomo Community Services District

ATTEST:


 Donna K. Johnson
 Secretary to the Board

APPROVED AS TO FORM:

 Jon S. Seitz
 District Legal Counsel

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN
GENERAL MANAGER

DATE: JULY 18, 2014

AGENDA ITEM
D-5
JULY 23, 2014

**RE-ADOPT RESOLUTION 2014-1348
AUTHORIZING COLLECTION OF FISCAL YEAR 2014-2015
BLACKLAKE STREET LIGHT DISTRICT ASSESSMENTS**

ITEM

Re-adoption of Resolution authorizing collection of FY 2014-15 Blacklake Street Lighting District Assessments. [RECOMMEND - BY MOTION AND ROLL CALL VOTE RE-ADOPT RESOLUTION 2014-1348 APPROVING ASSESSMENT REPORT AND AUTHORIZING COLLECTION OF ASSESSMENTS]

BACKGROUND

On June 11, 2014, your Board adopted Resolution 2014-1348 approving the assessment report for Blacklake street lighting and authorizing the collection of assessments to fund the lighting district.

On July 14, 2014 the County of San Luis Obispo County Auditor's office contacted the District and requested changes to the Resolution 2014-1348. See Attachment A.

District Counsel reviewed the County request and drafted an amended resolution intended to meet the County's request and direction. See Attachment B.

The Assessment Report (Exhibit A to the Resolution) is not reproduced for this staff report. The Assessment Report is located on the District website with agenda materials from the June 11, 2014 meeting and available upon request.

The remainder of this background section is unchanged from the June 11 report and is presented in italics.

The District has provided street lighting services to Blacklake Village since annexing the area in 1992. Upon annexation, the District took over the developer-petitioned assessment district formed by the County. In order to maintain the street lighting, an annual assessment is levied on each parcel for the service rendered. The proposed annual assessment for 2014-2015 fiscal year is \$44.00, which is less than the approved maximum assessment of \$50.00¹ per parcel. Note, San Luis Obispo County adds \$2.00 per parcel handling fee for processing the property tax collection, making the total proposed annual assessment billed to each parcel owner \$46.00.

NEXT PAGE

¹ Not including County administrative fee.

History of per parcel assessment:

<u>Year</u>	<u>Charge</u>	<u>County Fee</u>	<u>Total</u>
1992-93	\$48.00	\$2.00	\$50.00
1993-94	\$50.00	\$2.00	\$52.00
1994-95	\$48.00	\$2.00	\$50.00
1995-96	\$40.00	\$2.00	\$42.00
1996-97 to 2012-13	\$34.00	\$2.00	\$36.00
2013-14	\$44.00	\$2.00	\$46.00
2014-15	\$44.00	\$2.00	\$46.00

The Blacklake Street Lighting Fund budget for 2014-2015 is as follows:

<u>REVENUES</u>	
Street lighting assessment proceeds	\$24,508
<u>EXPENDITURES</u>	
Insurance	\$500
Public and Legal Notices	\$250
Electricity	\$21,500
Administrative Fee	\$500
Total expenditures	\$22,750
Net Operating Surplus	\$1,758
Interest earnings	\$100
Net Results from Operations	\$1,858
<u>Reasonable Reserves</u>	
Estimated cash balance 7/1/14	\$29,000
Net Results from Operations	1,858
Estimated cash balance 7/1/14	\$30,858
Cash Reserve Goal	\$30,000

Exhibit A to the attached proposed Resolution is the Annual Engineer's Report that provides a listing of Assessor Parcel Numbers and street addresses with the proposed FY 2014-2015 street lighting assessments.

The Notice of Public Hearing was published in the Santa Maria Times and The Tribune on May 28 and June 3, 2014, in accordance with Section 6066 of the Government Code.

Now is the time and place for the public hearing for the Board to confirm the report for collection of the assessments on the 2014-2015 tax roll and to give opportunity for filing objections and for the presentation of testimony or other evidence concerning said report. The attached Resolution is presented for the Board's review, approval and adoption.

RECOMMENDATION

By motion and roll call vote, re-adopt Resolution No. 2014-1348 authorizing collection of Blacklake Street Lighting assessments for fiscal year 2014-2015.

ATTACHMENT

- A. July 14, 2014 Request from SLO County Auditor
- B. Amended Resolution 2014-1348 with redline

t:\board matters\board meetings\board letter\2014\140723 bl street lights re adopt.docx

JULY 23, 2014

ITEM D-5

ATTACHMENT A

Michael LeBrun

Subject: FW: Resolution 2014-1348

From: kstewart@co.slo.ca.us [mailto:kstewart@co.slo.ca.us]
Sent: Monday, July 14, 2014 3:24 PM
To: Lisa Bognuda
Subject: Resolution 2014-1348

Hi Lisa,

Thank you for the files and resolutions for funds 1800, 1801 and 1807.

Because of issues that have surfaced statewide, we discovered that not all the resolutions that were submitted in the past included the correct legislative authority to put special taxes and assessments on the tax bills. We are now looking closely at the codes included in each resolution to insure that they include the correct reference to California State Law. Once the correct statutes have been added to a resolution, they will be valid going forward unless they are changed by the State legislature.

In reviewing the resolutions, it appears that there are invalid codes and/or codes not included. Please see the list below.

2014-1348 - The only code listed is *Govt Code 6066*, which references publications of notices, which is correct. However, there is no reference to code sections that allow the charge to exist and allow the charge to be placed on the tax bill. Per our conversation, if this is a Landscaping and Lighting assessment (*Landscaping and Lighting Act of 1972 Benefits Assessment*), please review *Streets and Highways Code 22500 et seq* for allowing the charge to exist, and *Streets and Highways Code 22646* for allowing the charge to be placed on the tax bill. I am not sure if this will fit your charges for Blacklake.

In correcting the resolutions, please add the appropriate code sections in the resolution for each item. An example would be pursuant to *Government Code section xxxxx*. Please confirm by return email that you will make this change to the resolution and resubmit it for Council approval and we will proceed with the process involved in putting the charges on the tax roll. Let me know when we can expect to receive the revised resolution.

We apologize for this inconvenience, but must insure that we are in compliance with the law.

Thank you,

Kathleen Stewart
County of San Luis Obispo
Auditor/Controller's Office
Telephone (805) 781-5031
Fax (805) 781-1220

[Scanned @co.slo.ca.us]

JULY 23, 2014

ITEM D-5

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2014-1348**

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

WHEREAS, the Nipomo Community Services District ("NCSD") is a community services district organized under California Law under Govt. Code § 61000 et. seq.; and

WHEREAS, pursuant to Govt. Code § 61100(g) NCSD has the power to acquire, construct, improve, maintain and operate street lighting and landscaping on public property, public rights-of-way and public easements; and

WHEREAS, on October 15, 1992, LAFCO approved Resolution No. 92-19 "A RESOLUTION MAKING DETERMINATION APPROVING THE REORGANIZATION INVOLVING DETACHMENT OF TERRITORY FROM COUNTY SERVICE AREA NO. 1-G AND ANNEXATION NO. 7 (BLACKLAKE GOLF COURSE AND COUNTRY CLUB) TO THE NIPOMO COMMUNITY SERVICES DISTRICT, and

WHEREAS, Condition 3A provides that the NCSD will provide all three services currently provided by CSA No. 1-G: water, sewer, and street lighting; and

WHEREAS, Condition 3F provides that NCSD succeed to all rights, duties and obligations of CSA No. 1-G with respect to the enforcement of performance or payment of any outstanding contracts and obligations of CSA No. 1-G; and

WHEREAS, Condition 3H authorizes the NCSD to continue to levy, fix and collect any special, extraordinary or additional taxes, assessments, service charges and rates which were levied, fixed and/or collected by CSA No. 1-G; and

WHEREAS, public notice has been given in accordance with Section 6066 of the Government Code as specified under CSA No. 1-G Assessment procedures of this public hearing concerning collection of service assessments on the 2014-2015 property tax bills; and

WHEREAS, written reports specifying each parcel (attached as Exhibit "A") receiving extended service and the amount of the assessment for that service have been prepared and filed with the staff report; and

WHEREAS, based on the Assessment Report, the Staff Report and public testimony, the Board makes all the following findings:

- A. That the proposed assessments do not exceed the reasonable costs of providing the services,
- B. That the assessment district was formed pursuant to a petition signed by the owners within the Blacklake Specific Plan; and
- C. The written report does not recommend an increase in the annual assessment above the amount of the approved maximum assessment.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2014-1348

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

Page 2

WHEREAS, based on the above findings, the assessments for fiscal year 2014-2015 are exempt from the procedures and approval processes of Proposition 218; and

WHEREAS, this is the time and place for the public hearing for the Board to confirm the reports for collection of service assessments on the 2014-2015 tax bills as specified in the Assessment Report and staff reports and to give opportunity for filing objections and for presentation of testimony or other evidence concerning said reports; and

WHEREAS, it is in the public interest that the owners of property in said Blacklake Development pay the cost of said service therein; and

WHEREAS, Street and Highways Code § 22646 provides for the manner of collection of assessments and provides that those assessments can be collected on the County tax rolls.

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

- Section 1. That the recitals set forth are true, correct and valid.
- Section 2. The Board of Directors of NCSO fixes the street lighting assessment at \$44.00 and recognizes a SLO County Administrative charge of \$2.00 for a total charge of \$46.00 per year, which assessment does not exceed the approved maximum annual assessment of \$50.00 per parcel.
- Section 3. That said service assessment are directly proportionate to the benefit to each parcel from the services rendered.
- Section 4. That the assessments as confirmed shall appear as separate items on the tax bill of each parcel of real property listed in said Engineer's and staff report, and such assessments charges shall be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and are subject to the same penalties and the same procedures and sale in case of delinquency as provided for such taxes.
- Section 5. The Tax Collector of the San Luis Obispo County is hereby authorized to collect the street lighting assessments on the property tax bill.
- Section 6. This resolution is adopted by a majority of all members of the Board of Directors of the District.

Only signatures beyond this point
- Next Page -

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2014-1348

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

Page 3

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

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby adopted this ____ day of July 2014.

CRAIG ARMSTRONG
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

MICHAEL W. SEITZ
District Legal Counsel

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

DATE: JULY 18, 2014

**AGENDA ITEM
D-6
JULY 23, 2014**

**APPROVE REAL PROPERTY PURCHASE AGREEMENT IN SUPPORT
OF SUPPLEMENTAL WATER PROJECT**

ITEM

Authorize Real Property Purchase Agreement, APN 090-341-033, Troesh, purchase price of \$100,000. [RECOMMEND ACCEPT DEED, AUTHORIZE PAYMENT]

BACKGROUND

District property negotiators, working at the direction of your Board and in support of acquiring necessary right of way for construction of Supplemental Water Project have negotiated a stipulated judgment for purchase of an easement.

The agreed to purchase price is \$100,000.

FISCAL IMPACT

Funds for this purchase are included in the overall supplemental water project budget and the District's 2014/2015 Fiscal budget.

STRATEGIC PLAN

Goal 1 – WATER SUPPLY – Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

RECOMMENDATION

Staff recommends that by motion and roll call vote, the Board approve the Real Property Purchase Agreement and accept the Easement Deed, Authorize payment of funds, and direct staff to process the documents accordingly.

ATTACHMENTS

- A. Stipulation for Judgment In Condemnation

JULY 23, 2014

ITEM D-6

ATTACHMENT A

1 TODD A. AMSPOKER, State Bar No. 111245
PRICE, POSTEL & PARMA LLP
2 200 East Carrillo Street, Fourth Floor
Santa Barbara, California 93101
3 Telephone: (805) 962-0011
4 Facsimile: (805) 965-3978

Exempt from Filing Fees
Government Code § 6103

5 Attorneys for Plaintiff,
Nipomo Community Services District
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN LUIS OBISPO**

10 NIPOMO COMMUNITY SERVICES
DISTRICT, a public agency,
11
12 Plaintiff,

Case No.: CV130175
(Assigned to the Hon. Martin J. Tangeman)
APN: 090-341-033

13 vs.

**STIPULATION FOR JUDGMENT IN
CONDEMNATION, FINAL ORDER OF
CONDEMNATION AND ORDER FOR
RELEASE OF DEPOSIT**

14 TROESH PROPERTIES AND
INVESTMENTS, LLC; ALL PERSONS
15 UNKNOWN CLAIMING AN INTEREST IN
THE PROPERTY; FIRST AMERICAN
TITLE COMPANY, a California
16 Corporation; LINDA JOYCE NELSON,
Executor of the Estate of Raymond E. Nelson;
17 GERALDINE M. BIORN, Trustee of The
Biorn Family Trust dated March 9, 2006;
18 BABÉ FARMS, INC., a California
Corporation; SHANNON JONSON,
19 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
20 Raymond E. Nelson; RAYMOND NELSON,
Personally and as Successor to Linda Joyce
21 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; PAM BROOKS,
22 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
23 Raymond E. Nelson; KEN NELSON,
Personally and as Successor to Linda Joyce
24 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; DERYL NELSON,
25 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
26 Raymond E. Nelson; TROESH
RECYCLING, INC., a California
27 corporation; and DOES 10 through 25,
inclusive,

28 Defendants.

1 IT IS HEREBY STIPULATED by and between plaintiff Nipomo Community Services
2 District ("Plaintiff") and Defendants that Judgment in Condemnation may be entered in the sum
3 and containing the terms and conditions of the attached proposed Judgment, marked Exhibit "1,"
4 attached hereto and made a part hereof. It is further stipulated that Findings of Fact and
5 Conclusions of Law and Notice of Entry of Judgment are hereby waived. It is further stipulated
6 that the Final Order of Condemnation, a copy of which is attached hereto as Exhibit "2" may be
7 made and entered herein.

8 IT IS FURTHER STIPULATED that the Order for Release of Deposit, a copy of which is
9 attached hereto as Exhibit "3," may be made and entered herein.

10 PRICE, POSTEL & PARMA LLP

11
12 Dated: July __, 2014

13 By: _____
14 Todd A. Amspoker
15 Attorney for Plaintiff
16 Nipomo Community Services District

17 ANDRE, MORRIS & BUTTERY

18
19 Dated: July __, 2014

20 By: _____
21 Lisa Toke
22 Attorney for Defendants
23 Troesh Properties and Investments LLC
24 and Troesh Recycling, Inc.

1 TODD A. AMSPOKER, State Bar No. 111245
PRICE, POSTEL & PARMA LLP
2 200 East Carrillo Street, Fourth Floor
Santa Barbara, California 93101
3 Telephone: (805) 962-0011
4 Facsimile: (805) 965-3978

Exempt from Filing Fees
Government Code § 6103

5 Attorneys for Plaintiff,
Nipomo Community Services District
6

7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN LUIS OBISPO**

10 NIPOMO COMMUNITY SERVICES
DISTRICT, a public agency,
11
12 Plaintiff,

Case No.: CV130175
(Assigned to the Hon. Martin J. Tangeman)
APN: 090-341-033

13 vs.

**STIPULATED JUDGMENT IN EMINENT
DOMAIN**

14 TROESH PROPERTIES AND
INVESTMENTS, LLC; ALL PERSONS
15 UNKNOWN CLAIMING AN INTEREST IN
THE PROPERTY; FIRST AMERICAN
TITLE COMPANY, a California
16 Corporation; LINDA JOYCE NELSON,
Executor of the Estate of Raymond E. Nelson;
17 GERALDINE M. BIORN, Trustee of The
Biorn Family Trust dated March 9, 2006;
18 BABÉ FARMS, INC., a California
Corporation; SHANNON JONSON,
19 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
20 Raymond E. Nelson; RAYMOND NELSON,
Personally and as Successor to Linda Joyce
21 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; PAM BROOKS,
22 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
23 Raymond E. Nelson; KEN NELSON,
Personally and as Successor to Linda Joyce
24 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; DERYL NELSON,
25 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
26 Raymond E. Nelson; TROESH
RECYCLING, INC., a California
27 corporation; and DOES 10 through 25,
inclusive,

28 Defendants.

EXHIBIT 1

1 The above entitled eminent domain matter was filed by plaintiff Nipomo Community
2 Services District ("Plaintiff") to acquire the easements more particularly described in Exhibits A
3 through E, inclusive, attached hereto and incorporated herein by this reference. GOOD CAUSE
4 APPEARING THEREFOR,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that just compensation to be
6 paid for the acquisition of the easements described in Exhibits A through E, inclusive, attached
7 hereto and made a part hereof, is the sum of \$100,000. The Nipomo Community Services District
8 shall pay the sum of \$100,000.00 to defendant Troesh Properties & Investment, LLC, within 30
9 days. Plaintiff having deposited the sum of \$10,080.00 with the State Treasury and defendants not
10 having withdrawn said deposit, the State Treasurer shall pay from said deposit the sum of
11 \$10,080.00 to the Nipomo Community Service District. The warrant shall be mailed to Todd A.
12 Amspoker at Price, Postel & Parma LLP, 200 E. Carrillo Street, Suite 400, Santa Barbara, CA
13 93101.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that FIRST AMERICAN
15 TITLE COMPANY, a California Corporation; LINDA JOYCE NELSON, Executor of the Estate
16 of Raymond E. Nelson; GERALDINE M. BIORN, Trustee of The Biorn Family Trust dated
17 March 9, 2006; SHANNON JONSON, Personally and as Successor to Linda Joyce Nelson,
18 deceased, Executor of the Estate of Raymond E. Nelson; RAYMOND NELSON, Personally and
19 as Successor to Linda Joyce Nelson, deceased, Executor of the Estate of Raymond E. Nelson;
20 PAM BROOKS, Personally and as Successor to Linda Joyce Nelson, deceased, Executor of the
21 Estate of Raymond E. Nelson; KEN NELSON, Personally and as Successor to Linda Joyce
22 Nelson, deceased, Executor of the Estate of Raymond E. Nelson; and DERYL NELSON,
23 Personally and as Successor to Linda Joyce Nelson, deceased, Executor of the Estate of Raymond
24 E. Nelson, having previously filed their disclaimer herein, are not entitled to any compensation on
25 account of Plaintiff's acquisition of the said easements.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Babé Farms, Inc., a
27 California corporation, having previously been dismissed from this action, is not entitled to any
28 compensation on account of Plaintiff's acquisition of the said easements.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendant TROESH
2 RECYCLING, INC., a California corporation, is not entitled to any compensation on account of
3 Plaintiff's acquisition of the said easements.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon payment of said
5 sum as set forth above, the said easements shall be conveyed to Plaintiff as against TROESH
6 PROPERTIES AND INVESTMENTS, LLC; FIRST AMERICAN TITLE COMPANY, a
7 California Corporation; LINDA JOYCE NELSON, Executor of the Estate of Raymond E. Nelson;
8 GERALDINE M. BIORN, Trustee of The Biorn Family Trust dated March 9, 2006; BABÉ
9 FARMS, INC., a California Corporation; SHANNON JONSON, Personally and as Successor to
10 Linda Joyce Nelson, deceased, Executor of the Estate of Raymond E. Nelson; RAYMOND
11 NELSON, Personally and as Successor to Linda Joyce Nelson, deceased, Executor of the Estate of
12 Raymond E. Nelson; PAM BROOKS, Personally and as Successor to Linda Joyce Nelson,
13 deceased, Executor of the Estate of Raymond E. Nelson; KEN NELSON, Personally and as
14 Successor to Linda Joyce Nelson, deceased, Executor of the Estate of Raymond E. Nelson;
15 DERYL NELSON, Personally and as Successor to Linda Joyce Nelson, deceased, Executor of the
16 Estate of Raymond E. Nelson; TROESH RECYCLING, INC., a California corporation, and all
17 unknown persons claiming any interest in the property.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the payment of said
19 sum as set forth above shall be in full payment for the easements herein above described and for
20 all damages of every kind and nature accruing by reason of the acquisition of said property and the
21 construction thereon of the public improvement as proposed by plaintiff, and shall include but not
22 be limited to compensation for property value, severance damages, to any contiguous properties
23 owned by defendants (including but not limited to the remainder of APN 090-341-033, and APNs
24 090-341-022 and 023), loss of business goodwill, interest, statutory costs, attorneys' fees and
25 litigation expenses.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public use and
27 necessity require the project for which said easements are acquired, the said project is planned and
28 located in the manner that will be most compatible with the greatest public good and the least

1 private injury, the said property is necessary for the said project and the purpose for which said
2 property is acquired is a public use authorized by law.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall bear
4 their own costs of suit.

5 Dated: _____

JUDGE OF THE SUPERIOR COURT

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

LEGAL DESCRIPTION OF EASEMENTS

Over a portion of APN: 090-341-033 (County of San Luis Obispo)

A portion of Lot 32 of the Subdivision of the Rancho Nipomo in the County of San Luis Obispo, State of California according to the map filed in Book A at Page 13 of Maps in the Office of the County Recorder of said County, and being more particularly described as Parcels "A" and "B" below:

PARCEL "A"

A strip of land, one hundred feet (100 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00, using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north $07^{\circ}03'04''$ east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south $88^{\circ}33'41''$ west 8.19 feet to the True Point of Beginning and for convenience called Point "A";

Thence north $02^{\circ}44'34''$ east 512.30 feet;

Thence north $21^{\circ}53'43''$ west 3,182.47 feet to a point lying south $36^{\circ}54'15''$ east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to Lot 1 and Lot 2 and on the northwesterly boundary line of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps, in the Office of the County Recorder of said County, and having grid coordinates of

EXHIBIT A

(northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

Containing 228,902 square feet more or less.

PARCEL "B"

A strip of land, one hundred and eighty five feet (185 feet) wide, the center line described as follows:

Beginning at the above described Point "A";

Thence north 02°44'34" east 512.30 feet;

Thence north 21°53'43" west 750.87 feet.

Excepting therefrom the land described in Parcel "A" above.

Containing 45,913 square feet more or less.

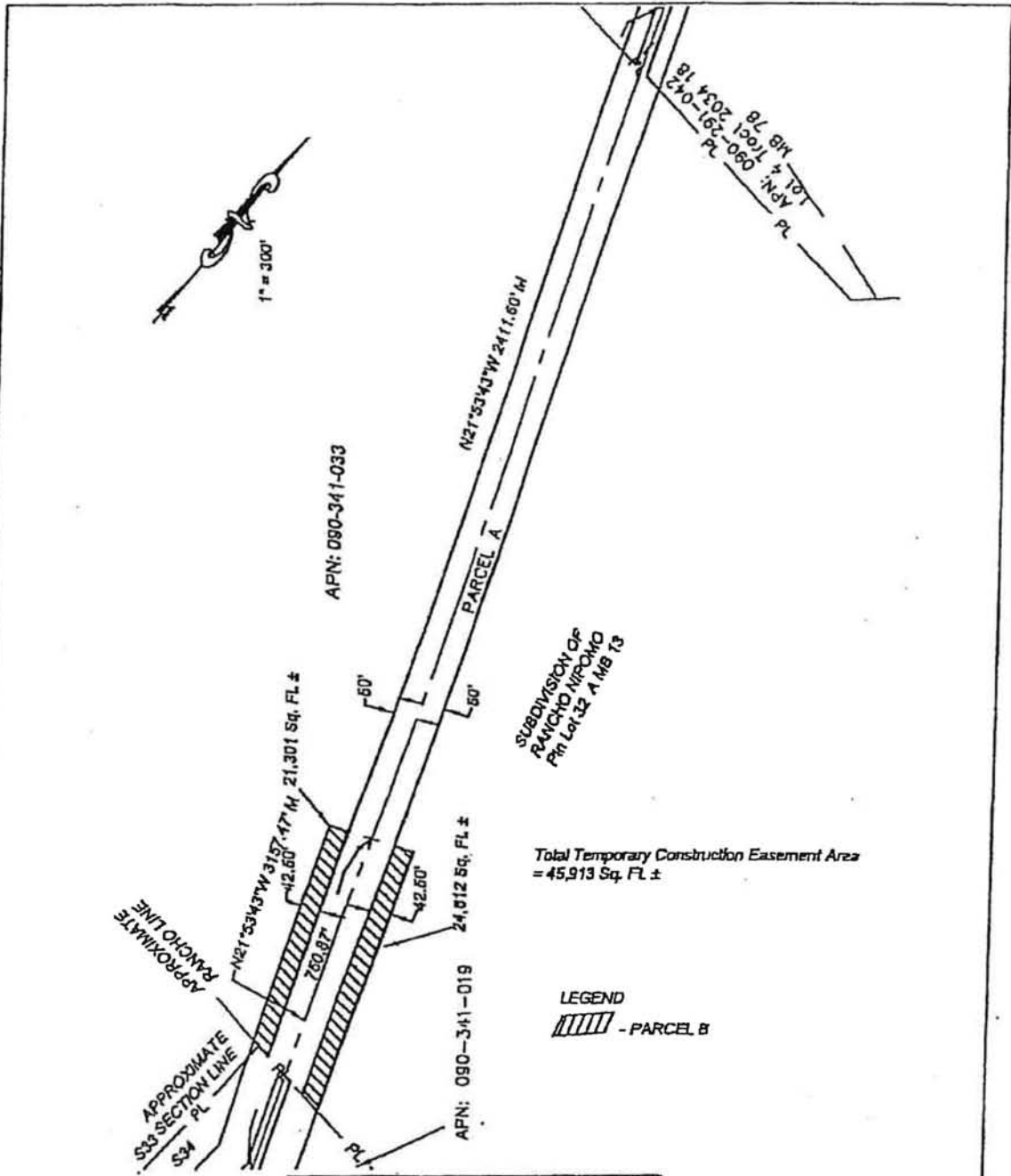
All distances are grid distances CCS 83 (2002.00), Zone 5. The combined scale factor is 0.999923491.

END DESCRIPTION

Joseph T. Morris


Joseph T. Morris, PLS 6192 7/06/11





SUBDIVISION OF
RANCHO NIPOMO
Pm Lot 32 A MB 13

Total Temporary Construction Easement Area
= 45,913 Sq. FL ±

LEGEND
 - PARCEL B



812 CLAYTON COURT
SAN LUIS OBISPO, CA 93401
T 805 544-2011
F 805 544-0284
www.wallacegroup.com

**TEMP. CONSTR. EASEMENT
 PORTION OF LOT 32
 RANCHO NIPOMO
 A MB 13 COUNTY OF SAN
 LUIS OBISPO, CA**

PROJECT NO. 0532-0024
532-0024 Legal-SA.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: ML 7-6-2011
CHECKED BY: JTM 7-6-2011

EXHIBIT C

TERMS OF EASEMENTS

1. **GRANT OF PERMANENT EASEMENT.** A Permanent Easement in, over, on, through, within, under and across the Real Property more particularly described as Parcel "A" in the accompanying Exhibit "A" (herein "Permanent Easement" or "Permanent Easement Area") in gross, and as depicted in the accompanying Exhibit "B."

2. **PURPOSE.** The purpose of the Permanent Easement is to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, consisting of one or more underground water pipelines and related facilities. These related facilities may include but are not limited to markers, which may be located above ground or partially above ground.

3. **TERMS, CONDITIONS AND COVENANTS.** The Permanent Easement shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

a. The facilities and improvements installed in the Permanent Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the Nipomo Community Services District's ("District") principal offices.

b. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Permanent Easement Area, including the right to use lanes, drives, rights-of-way, and roadways within the real property (consisting of APNs 090-341-002, 023, and 033) owned by Defendant Troesh Properties & Investments, LLC, and/or their successors in interest ("Defendant"), which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit rights of Defendant to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Permanent Easement Area, as deemed reasonable by the District. Except in an emergency, District shall provide Defendant with 48 hours advance notice prior to District's entry on the said property for the access purposes provided in this paragraph.

c. Defendant shall be permitted, and may permit others to conduct, farming or grading operations, ripping, stockpiling, surface mining or extraction of aggregate within all areas of the Permanent Easement Area except those areas which are designated as "NO EXCAVATION/MINING" on the accompanying diagram marked as Exhibit "E." Within such area designated as "NO EXCAVATION/MINING" Defendant shall not be permitted to conduct any activities of any nature or at all. In any event neither Defendant nor any permittee of Defendant shall be allowed to use any explosives within the Permanent Easement Area. The Permanent Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Permanent Easement is granted. Provided, however, District shall have the right to clear and

EXHIBIT D

keep clear from the Permanent Easement Area all explosives, buildings, structures, walls, and/or other facilities of a permanent and or temporary nature ("Interfering Structures"), which interfere with District's use of the Permanent Easement Area. Except in an emergency, District shall provide advance written notice to Defendant of any such Interfering Structures, and shall provide Defendant with the opportunity to eliminate such Interfering Structures. If such Interfering Structures are not removed by Defendant within 15 days of District's written notice, and after reasonably meeting and conferring with Defendant within said 15 day period, District shall have the right to clear the Interfering Structures itself.

d. In the event that Defendant or its permittee intends to excavate within the Permanent Easement Area as provided in this paragraph, Defendant shall provide District with sixty (60) days advance notice thereof. After receipt of such notice, and prior to the expiration of said 60-day period, District shall survey the Permanent Easement Area and shall notify Defendant in writing as to the depth to which Defendant may excavate pursuant to Exhibit E. Defendant shall pay for the expense of such initial survey. After such excavation is completed, District shall re-survey the area at its expense and determine how deep the excavation occurred. The excavation rights provided by this paragraph shall not exempt Defendant from any other permits required to be obtained by Defendant from other entities, including but not limited to the County of San Luis Obispo and the State of California Department of Fish & Game. This provision shall have no impact on Defendant's ability to excavate on any other portions of APN 090-341-033.

e. In the event that Defendant violates the provisions of this paragraph, District shall have the right to do all things necessary and proper to restore grade elevations, and to repair any damages to District Facilities caused by Defendant's violation, and Defendant shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Defendant shall defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising from Defendant's violation of this Paragraph. Provided that Defendant does not violate the terms of this Paragraph, District shall defend and indemnify Defendant for any damages to District Facilities, and any damage claims by third parties, caused by Defendant's permitted activities within the Permanent Easement area.

f. Within sixty (60) days of the recordation of this Easement, District shall place markers denoting the confines of the Permanent Easement Area. Defendant will attempt to preserve the markers to the extent reasonably possible. However, if such markers are eliminated by natural activities or otherwise by Defendant's activities, neither Defendant nor District shall have any obligation to replace them, unless Defendant exercises its rights pursuant to paragraph 3(d) above.

g. Subsequent to the grant of this Permanent Easement, Defendant shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Permanent Easement Area without the prior written approval of the District, which approval shall not be withheld unreasonably.

4. TEMPORARY CONSTRUCTION EASEMENT. A temporary construction easement ("TCE") for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, or pile earth thereon. Such TCE (herein "TCE Area") is

EXHIBIT D

more particularly described as Parcel "B" in the accompanying Exhibit "A" and as depicted in the accompanying Exhibit "B." Upon completion of said construction, the TCE Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Defendant and District.

The TCE shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Defendant by US Mail or other reputable carrier, or on the effective date of an Order For Possession herein, whichever is sooner, and shall automatically terminate on December 31, 2015 or the completion of construction, whichever occurs first.

5. COVENANTS RUNNING WITH THE LAND. The obligations and rights of the parties identified in paragraphs 1 through 4, above shall be considered for all purposes to be covenants that shall run with the land and shall be binding on the successors and assigns of the Defendant and shall inure to the benefit of District and its successors and assigns.

6. NO WAIVER OF DEFAULT. No delay or omission of District or Defendant to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by the Permanent or the TCE (collectively "Easements") to District or Defendant shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District or Defendant.

7. MODIFICATION. Any oral representations or modifications concerning the Easement shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. Each party waives their future right to claim, contest or assert that the Easements were modified, cancelled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

8. CALIFORNIA LAW. The terms of the Easements shall be governed by the laws of the State of California. Any litigation regarding the Easements or their terms and conditions 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.

1 TODD A. AMSPOKER, State Bar No. 111245
PRICE, POSTEL & PARMA LLP
2 200 East Carrillo Street, Fourth Floor
Santa Barbara, California 93101
3 Telephone: (805) 962-0011
4 Facsimile: (805) 965-3978

Exempt from Filing Fees
Government Code § 6103

5 Attorneys for Plaintiff,
Nipomo Community Services District
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN LUIS OBISPO**

10 NIPOMO COMMUNITY SERVICES
DISTRICT, a public agency,

11 Plaintiff,

12 vs.

13 TROESH PROPERTIES AND
14 INVESTMENTS, LLC; ALL PERSONS
15 UNKNOWN CLAIMING AN INTEREST IN
16 THE PROPERTY; FIRST AMERICAN
17 TITLE COMPANY, a California
18 Corporation; LINDA JOYCE NELSON,
19 Executor of the Estate of Raymond E. Nelson;
20 GERALDINE M. BIORN, Trustee of The
21 Biorn Family Trust dated March 9, 2006;
22 BABÉ FARMS, INC., a California
23 Corporation; SHANNON JONSON,
24 Personally and as Successor to Linda Joyce
25 Nelson, deceased, Executor of the Estate of
26 Raymond E. Nelson; RAYMOND NELSON,
27 Personally and as Successor to Linda Joyce
28 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; PAM BROOKS,
Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; KEN NELSON,
Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; DERYL NELSON,
Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; TROESH
RECYCLING, INC., a California
corporation; and DOES 10 through 25,
inclusive,

Defendants.

Case No.: CV130175
(Assigned to the Hon. Martin J. Tangeman)

APN: 090-341-033

FINAL ORDER OF CONDEMNATION

EXHIBIT 2

1 It appearing to the Court that Plaintiff Nipomo Community Services District ("Plaintiff")
2 has paid to TROESH PROPERTIES AND INVESTMENTS, LLC the sum of money assessed by
3 the Stipulated Judgment in Condemnation entered in this proceeding.

4 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that a permanent
5 easement for a public improvement project, namely, construction of the Waterline Intertie Project
6 ("the Project"), described as Parcel "A" in Exhibit "A" attached hereto and made a part hereof, be
7 condemned to Plaintiff. Such permanent easement is depicted in the diagram attached hereto and
8 made a part hereof as Exhibit "B."

9 IT IS FURTHER ORDERED AND ADJUDGED that a temporary construction easement
10 over, upon, across and through that certain real property situated in the County of San Luis
11 Obispo, State of California, described as Parcel "B" in Exhibit "A" attached hereto and made a
12 part hereof, be condemned to Plaintiff. Such temporary construction easement is depicted in the
13 diagram attached hereto and made a part hereof as Exhibit "C."

14 IT IS FURTHER ORDERED AND ADJUDGED that the above-referenced easements are
15 subject to the terms and conditions as provided on Exhibits "D" and "E" attached hereto and made
16 a part hereof.

17 IT IS FURTHER ORDERED AND ADJUDGED that a certified copy of this Order be
18 recorded in the office of the Recorder of San Luis Obispo County, State of California, and
19 thereupon title to the above-described easements shall vest in Plaintiff as against TROESH
20 PROPERTIES AND INVESTMENTS, LLC; FIRST AMERICAN TITLE COMPANY, a
21 California Corporation; LINDA JOYCE NELSON, Executor of the Estate of Raymond E. Nelson;
22 GERALDINE M. BIORN, Trustee of The Biorn Family Trust dated March 9, 2006; BABÉ
23 FARMS, INC., a California Corporation; SHANNON JONSON, Personally and as Successor to
24 Linda Joyce Nelson, deceased, Executor of the Estate of Raymond E. Nelson; RAYMOND
25 NELSON, Personally and as Successor to Linda Joyce Nelson, deceased, Executor of the Estate of
26 Raymond E. Nelson; PAM BROOKS, Personally and as Successor to Linda Joyce Nelson,
27
28 deceased, Executor of the Estate of Raymond E. Nelson; KEN NELSON, Personally and as

1 Successor to Linda Joyce Nelson, deceased, Executor of the Estate of Raymond E. Nelson;
2 DERYL NELSON, Personally and as Successor to Linda Joyce Nelson, deceased, Executor of the
3 Estate of Raymond E. Nelson; TROESH RECYCLING, INC., a California corporation, and all
4 unknown persons claiming any interest in the property.
5

6
7 Dated: _____

JUDGE OF THE SUPERIOR COURT

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LEGAL DESCRIPTION OF EASEMENTS

Over a portion of APN: 090-341-033 (County of San Luis Obispo)

A portion of Lot 32 of the Subdivision of the Rancho Nipomo in the County of San Luis Obispo, State of California according to the map filed in Book A at Page 13 of Maps in the Office of the County Recorder of said County, and being more particularly described as Parcels "A" and "B" below:

PARCEL "A"

A strip of land, one hundred feet (100 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00, using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north $07^{\circ}03'04''$ east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south $88^{\circ}33'41''$ west 8.19 feet to the True Point of Beginning and for convenience called Point "A";

Thence north $02^{\circ}44'34''$ east 512.30 feet;

Thence north $21^{\circ}53'43''$ west 3,162.47 feet to a point lying south $36^{\circ}54'15''$ east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to Lot 1 and Lot 2 and on the northwesterly boundary line of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps, in the Office of the County Recorder of said County, and having grid coordinates of

EXHIBIT A

(northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

Containing 228,902 square feet more or less.

PARCEL "B"

A strip of land, one hundred and eighty five feet (185 feet) wide, the center line described as follows:

Beginning at the above described Point "A";

Thence north $02^{\circ}44'34''$ east 512.30 feet;

Thence north $21^{\circ}53'43''$ west 750.87 feet.

Excepting therefrom the land described in Parcel "A" above.

Containing 45,913 square feet more or less.

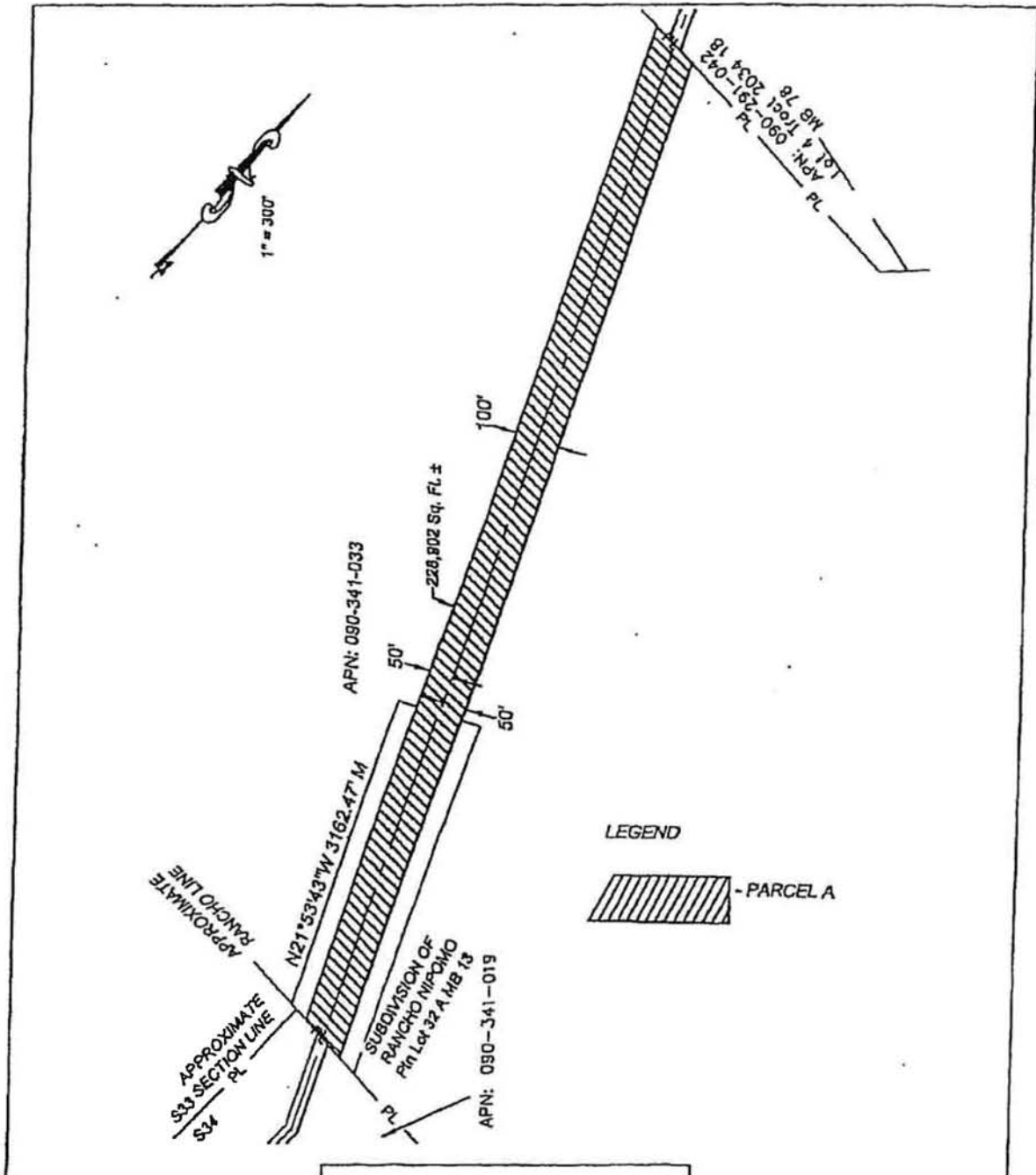
All distances are grid distances CCS 83 (2002.00), Zone 5. The combined scale factor is 0.999923491.

END DESCRIPTION

Joseph T. Morris

Joseph T. Morris, PLS 6192 7/06/11



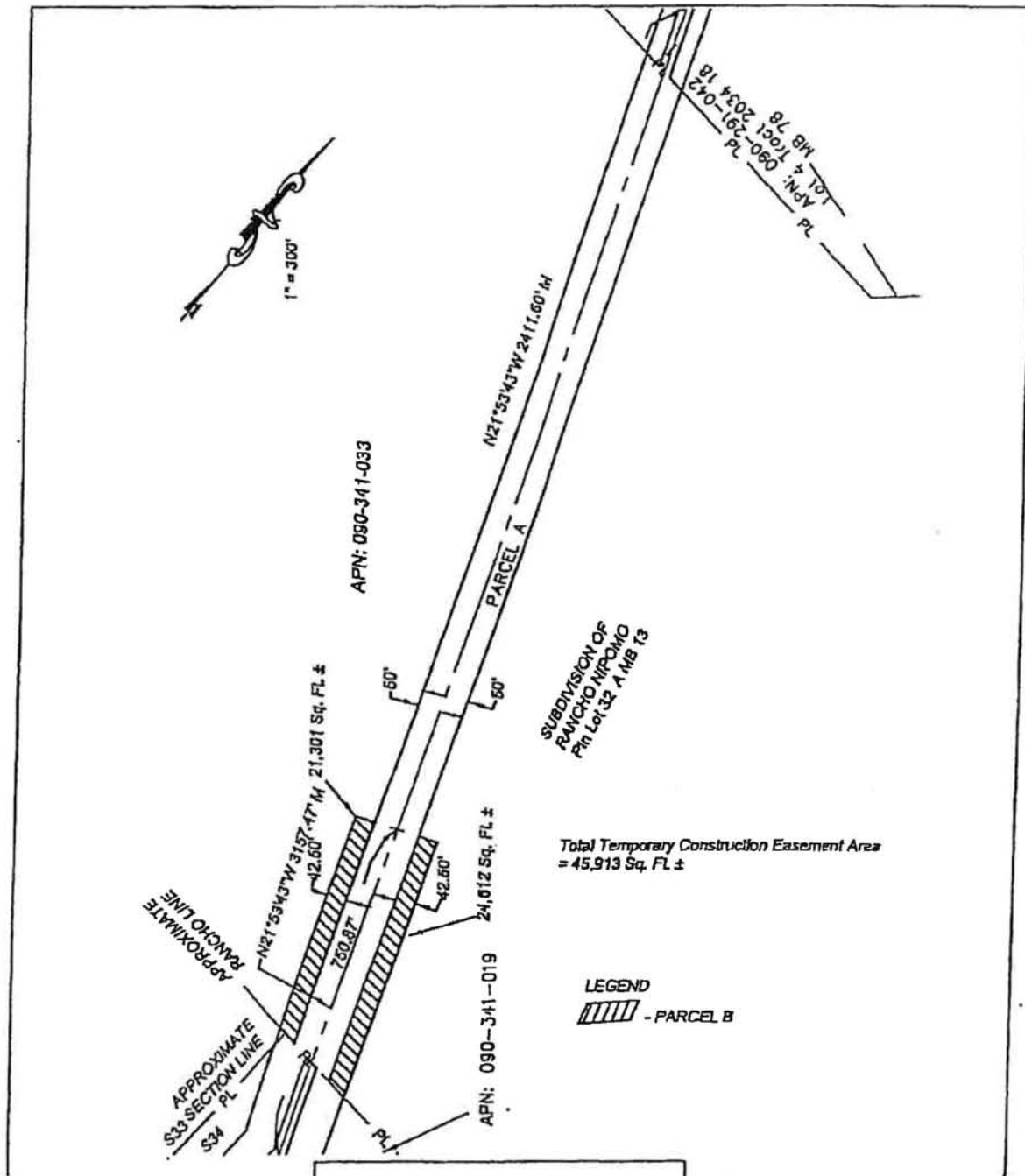


672 CLARION COURT
 SAN LUIS OBISPO, CA 93401
 T 805 544-4011
 F 805 544-4294
 www.wallacegroup.com

**PERMANENT EASEMENT
 PORTION OF LOT 32
 RANCHO NIPOMO
 A MB 13 COUNTY OF SAN
 LUIS OBISPO, CA**

PROJECT NO. 0532-0024
532-0024 Legal-5.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: ML 7-6-2011
CHECKED BY: JTM 7-6-2011

EXHIBIT B



812 CLAYTON COURT
 SAN LUIS OBISPO, CA 93401
 T 805 544-4911
 F 805 544-0284
 www.wallacegroup.us

**TEMP. CONSTR. EASEMENT
 PORTION OF LOT 32
 RANCHO NIPOMO
 A MB 13 COUNTY OF SAN
 LUIS OBISPO, CA**

PROJECT NO. 0532-0024
532-0024 Legal-5A.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: ML 7-6-2011
CHECKED BY: JTM 7-6-2011

EXHIBIT C

TERMS OF EASEMENTS

1. **GRANT OF PERMANENT EASEMENT.** A Permanent Easement in, over, on, through, within, under and across the Real Property more particularly described as Parcel "A" in the accompanying Exhibit "A" (herein "Permanent Easement" or "Permanent Easement Area") in gross, and as depicted in the accompanying Exhibit "B."

2. **PURPOSE.** The purpose of the Permanent Easement is to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, consisting of one or more underground water pipelines and related facilities. These related facilities may include but are not limited to markers, which may be located above ground or partially above ground.

3. **TERMS, CONDITIONS AND COVENANTS.** The Permanent Easement shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

a. The facilities and improvements installed in the Permanent Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the Nipomo Community Services District's ("District") principal offices.

b. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Permanent Easement Area, including the right to use lanes, drives, rights-of-way, and roadways within the real property (consisting of APNs 090-341-002, 023, and 033) owned by Defendant Troesh Properties & Investments, LLC, and/or their successors in interest ("Defendant"), which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit rights of Defendant to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Permanent Easement Area, as deemed reasonable by the District. Except in an emergency, District shall provide Defendant with 48 hours advance notice prior to District's entry on the said property for the access purposes provided in this paragraph.

c. Defendant shall be permitted, and may permit others to conduct, farming or grading operations, ripping, stockpiling, surface mining or extraction of aggregate within all areas of the Permanent Easement Area except those areas which are designated as "NO EXCAVATION/MINING" on the accompanying diagram marked as Exhibit "E." Within such area designated as "NO EXCAVATION/MINING" Defendant shall not be permitted to conduct any activities of any nature or at all. In any event neither Defendant nor any permittee of Defendant shall be allowed to use any explosives within the Permanent Easement Area. The Permanent Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Permanent Easement is granted. Provided, however, District shall have the right to clear and

EXHIBIT D

keep clear from the Permanent Easement Area all explosives, buildings, structures, walls, and/or other facilities of a permanent and or temporary nature ("Interfering Structures"), which interfere with District's use of the Permanent Easement Area. Except in an emergency, District shall provide advance written notice to Defendant of any such Interfering Structures, and shall provide Defendant with the opportunity to eliminate such Interfering Structures. If such Interfering Structures are not removed by Defendant within 15 days of District's written notice, and after reasonably meeting and conferring with Defendant within said 15 day period, District shall have the right to clear the Interfering Structures itself.

d. In the event that Defendant or its permittee intends to excavate within the Permanent Easement Area as provided in this paragraph, Defendant shall provide District with sixty (60) days advance notice thereof. After receipt of such notice, and prior to the expiration of said 60-day period, District shall survey the Permanent Easement Area and shall notify Defendant in writing as to the depth to which Defendant may excavate pursuant to Exhibit E. Defendant shall pay for the expense of such initial survey. After such excavation is completed, District shall re-survey the area at its expense and determine how deep the excavation occurred. The excavation rights provided by this paragraph shall not exempt Defendant from any other permits required to be obtained by Defendant from other entities, including but not limited to the County of San Luis Obispo and the State of California Department of Fish & Game. This provision shall have no impact on Defendant's ability to excavate on any other portions of APN 090-341-033.

e. In the event that Defendant violates the provisions of this paragraph, District shall have the right to do all things necessary and proper to restore grade elevations, and to repair any damages to District Facilities caused by Defendant's violation, and Defendant shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Defendant shall defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising from Defendant's violation of this Paragraph. Provided that Defendant does not violate the terms of this Paragraph, District shall defend and indemnify Defendant for any damages to District Facilities, and any damage claims by third parties, caused by Defendant's permitted activities within the Permanent Easement area.

f. Within sixty (60) days of the recordation of this Easement, District shall place markers denoting the confines of the Permanent Easement Area. Defendant will attempt to preserve the markers to the extent reasonably possible. However, if such markers are eliminated by natural activities or otherwise by Defendant's activities, neither Defendant nor District shall have any obligation to replace them, unless Defendant exercises its rights pursuant to paragraph 3(d) above.

g. Subsequent to the grant of this Permanent Easement, Defendant shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Permanent Easement Area without the prior written approval of the District, which approval shall not be withheld unreasonably.

4. TEMPORARY CONSTRUCTION EASEMENT. A temporary construction easement ("TCE") for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, or pile earth thereon. Such TCE (herein "TCE Area") is

EXHIBIT D

more particularly described as Parcel "B" in the accompanying Exhibit "A" and as depicted in the accompanying Exhibit "B." Upon completion of said construction, the TCE Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Defendant and District.

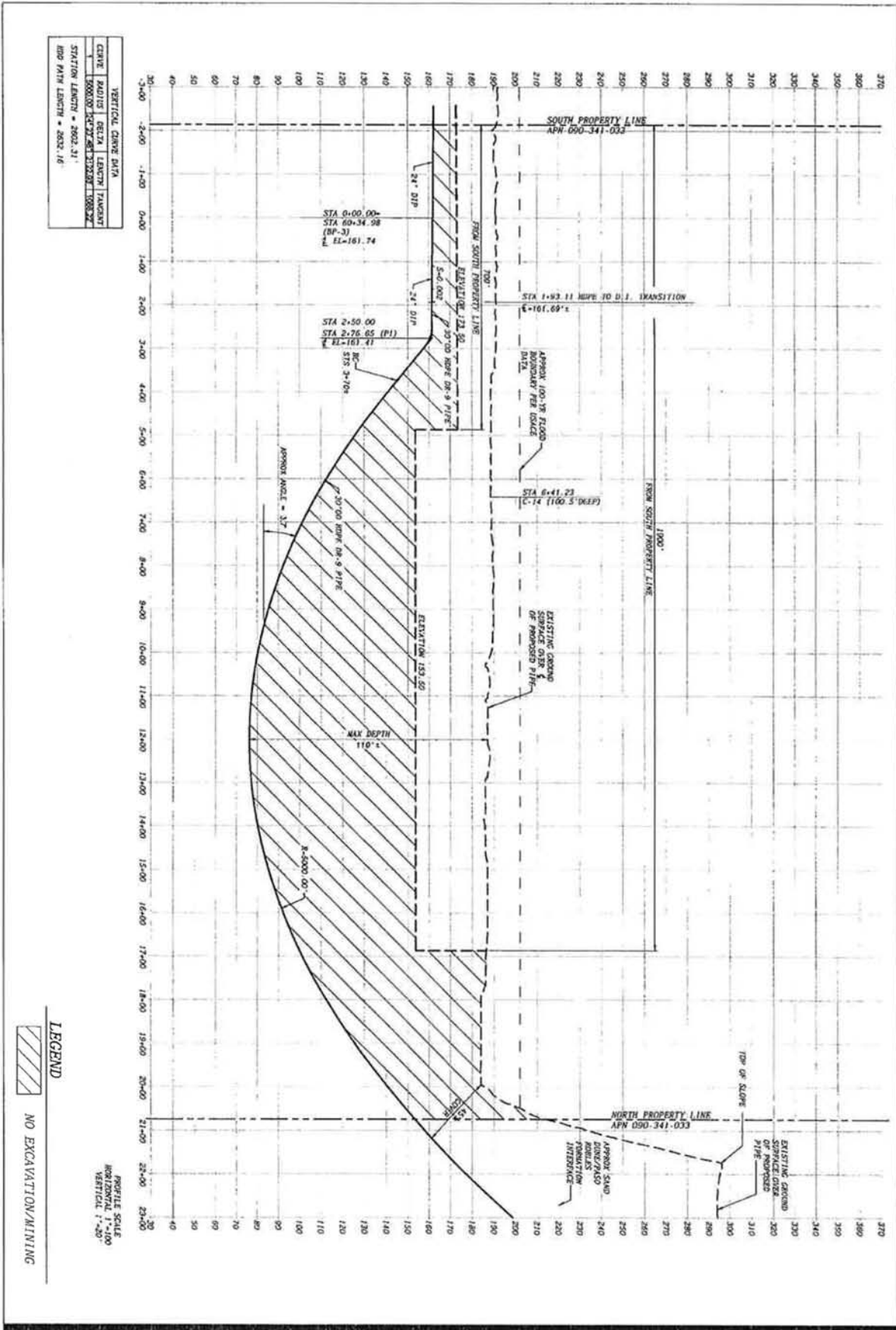
The TCE shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Defendant by US Mail or other reputable carrier, or on the effective date of an Order For Possession herein, whichever is sooner, and shall automatically terminate on December 31, 2015 or the completion of construction, whichever occurs first.

5. COVENANTS RUNNING WITH THE LAND. The obligations and rights of the parties identified in paragraphs 1 through 4, above shall be considered for all purposes to be covenants that shall run with the land and shall be binding on the successors and assigns of the Defendant and shall inure to the benefit of District and its successors and assigns.

6. NO WAIVER OF DEFAULT. No delay or omission of District or Defendant to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by the Permanent or the TCE (collectively "Easements") to District or Defendant shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District or Defendant.

7. MODIFICATION. Any oral representations or modifications concerning the Easement shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. Each party waives their future right to claim, contest or assert that the Easements were modified, cancelled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

8. CALIFORNIA LAW. The terms of the Easements shall be governed by the laws of the State of California. Any litigation regarding the Easements or their terms and conditions 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.



PROPERTY APN 090-341-033

NIPOMO COMMUNITY SERVICES DISTRICT
 Project No.: 60304457 Date: 2014-04-02

EXHIBIT E

AECOM

1 TODD A. AMSPOKER, State Bar No. 111245
PRICE, POSTEL & PARMA LLP
2 200 East Carrillo Street, Fourth Floor
Santa Barbara, California 93101
3 Telephone: (805) 962-0011
4 Facsimile: (805) 965-3978

Exempt from Filing Fees
Government Code § 6103

5 Attorneys for Plaintiff,
Nipomo Community Services District
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN LUIS OBISPO**

10 NIPOMO COMMUNITY SERVICES
DISTRICT, a public agency,
11
12 Plaintiff,

Case No.: CV130175
(Assigned to the Hon. Martin J. Tangeman)

13 vs.

APN: 090-341-033

ORDER FOR RELEASE OF DEPOSIT

14 TROESH PROPERTIES AND
INVESTMENTS, LLC; ALL PERSONS
15 UNKNOWN CLAIMING AN INTEREST IN
THE PROPERTY; FIRST AMERICAN
TITLE COMPANY, a California
16 Corporation; LINDA JOYCE NELSON,
Executor of the Estate of Raymond E. Nelson;
17 GERALDINE M. BIORN, Trustee of The
Biom Family Trust dated March 9, 2006;
18 BABÉ FARMS, INC., a California
Corporation; SHANNON JONSON,
19 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
20 Raymond E. Nelson; RAYMOND NELSON,
Personally and as Successor to Linda Joyce
21 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; PAM BROOKS,
22 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
23 Raymond E. Nelson; KEN NELSON,
Personally and as Successor to Linda Joyce
24 Nelson, deceased, Executor of the Estate of
Raymond E. Nelson; DERYL NELSON,
25 Personally and as Successor to Linda Joyce
Nelson, deceased, Executor of the Estate of
26 Raymond E. Nelson; TROESH
RECYCLING, INC., a California
27 corporation; and DOES 10 through 25,
inclusive,
28 Defendants.

EXHIBIT 3

1 It appearing to the Court that the real property described in Plaintiff's Complaint has been
2 acquired by Judgment and Final Order of Condemnation and that the sum of \$10,080.00 remains
3 on deposit in the State Treasury, and GOOD CAUSE APPEARING THEREFOR,

4 IT IS HEREBY ORDERED that the State Treasurer pay said amount to Nipomo
5 Community Services District by drawing a warrant in said amount, made payable to Nipomo
6 Community Services District, and by mailing said warrant to Todd A. Amspoker, Price, Postel &
7 Parma LLP, 200 E. Carrillo Street, Suite 400, Santa Barbara, CA 93101.

8
9 Dated: _____

10 _____
11 Judge of the Superior Court

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28