

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: NOVEMBER 22, 2019

AGENDA ITEM

C

NOVEMBER 27, 2019

PRESENTATIONS AND REPORTS

The following presentations and reports are scheduled:

- C-1) RECEIVE LAFCO PRESENTATION ON ANNEXATION PRACTICES FROM LAFCO'S EXECUTIVE DIRECTOR [RECOMMEND RECEIVE AND FILE]
- C-2) DIRECTORS' ANNOUNCEMENTS OF DISTRICT AND COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES AND SEMINARS.
[RECEIVE ANNOUNCEMENTS AND REPORTS FROM DIRECTORS]
- C-3) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER 

DATE: NOVEMBER 22, 2019

AGENDA ITEM

D

NOVEMBER 27, 2019

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 NOVEMBER 13, 2019, REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVE MINUTES]
- D-3) ACCEPT FIRST QUARTER FISCAL YEAR 2019-2020 QUARTERLY FINANCIAL
REPORT [RECOMMEND RECEIVE AND FILE REPORT]
- D-4) APPROVE REIMBURSEMENT FOR 671 SOUTH OAKGLEN WATERLINE
[RECOMMEND ADOPT RESOLUTION]
- D-5) ACCEPT OFFER OF SEWER IMPROVEMENTS, EASEMENT, AND DEED
RESTRICTION FOR DANA ELEMENTARY SCHOOL [RECOMMEND ADOPT
RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS, EASEMENT, AND DEED
RESTRICTION]
- D-6) APPROVE 2020 BOARD MEETING SCHEDULE [RECOMMEND REVIEW AND
APPROVE 2020 BOARD MEETING SCHEDULE]

TO: BOARD OF DIRECTOR

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER



FROM: LISA BOGNUDA
FINANCE DIRECTOR

DATE: NOVEMBER 22, 2019



WARRANTS WILL BE DISTRIBUTED ON TUESDAY, NOVEMBER 26, 2019

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: NOVEMBER 22, 2019

AGENDA ITEM
D-2
NOVEMBER 27, 2019

**APPROVE NOVEMBER 13, 2019
REGULAR BOARD MEETING MINUTES**

ITEM

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

BACKGROUND

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

RECOMMENDATION

Approve Minutes

ATTACHMENT

- A. November 13, 2019 draft Regular Board Meeting Minutes

NOVEMBER 27, 2019

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community since 1965

DRAFT REGULAR MINUTES

NOVEMBER 13, 2019 AT 9:00 A.M.

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

BOARD of DIRECTORS

ED EBY, **PRESIDENT**
DAN ALLEN GADDIS, **VICE PRESIDENT**
BOB BLAIR, **DIRECTOR**
CRAIG ARMSTRONG, **DIRECTOR**
DAN WOODSON, **DIRECTOR**

PRINCIPAL STAFF

MARIO IGLESIAS, **GENERAL MANAGER**
LISA BOGNUDA, **FINANCE DIRECTOR**
WHITNEY MCDONALD, **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.

A. CALL TO ORDER AND FLAG SALUTE

President Eby called the Regular Meeting of November 13, 2019, to order at 9:00 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.

There were no public comments.

C. PRESENTATIONS AND REPORTS

C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT AND COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES AND SEMINARS.

Receive Announcements and Reports from Directors

Director Woodson

- *October 25, attended site seeing of Chevron remediation at the Dunes.*
- *October 28, attended SCAC meeting.*
- *November 7, attended Facilities/Water Resources Committee meeting.*

Director Gaddis.

- *October 28, attended Board Officers' meeting.*
- *November 7, attended Facilities/Water Resources Committee meeting.*
- *November 12, attended Finance and Audit Committee meeting.*

Director Eby

- *October 28, attended Board Officers' meeting.*
- *October 29-November 1, attended LAFCO Conference in Sacramento.*
- *November 5, attended Blacklake Management Meeting.*
- *November 7, attended Facilities/Water Resources Committee meeting.*

SUBJECT TO BOARD APPROVAL

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

- C-2) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

There were no public comments.

*Upon the motion of Director Armstrong and seconded, the Board unanimously approved receiving and filing presentations and reports.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Blair, Woodson, Gaddis and Eby	None	None

D. CONSENT AGENDA

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE OCTOBER 23, 2019, REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVE MINUTES]
- D-3) ADOPT RESOLUTION AMENDING APPENDIX D OF THE NCSD EMPLOYEE HANDBOOK [RECOMMEND ADOPT RESOLUTION]

Mario Iglesias, General Manager, answered questions from the Board.

Director Armstrong requested Item D-2 be pulled for separate consideration as he was not present at the last meeting.

There were no public comments.

*Upon the motion of Director Gaddis and seconded, the Board unanimously approved Consent Agenda Items D-1 and D-3.
Vote -0.*

YES VOTES	NO VOTES	ABSENT
Directors Gaddis, Blair, Woodson, Armstrong and Eby	None	None

**2019-1530
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING APPENDIX D OF THE EMPLOYEE HANDBOOK**

*Upon motion of Director Gaddis and seconded, the Board approved Item D-2.
Vote 4-0, with Director Armstrong abstaining.*

YES VOTES	NO VOTES	ABSTAIN
Directors Gaddis, Blair, Woodson and Eby	None	Armstrong

Nipomo Community Services District
DRAFT REGULAR MEETING
MINUTES

E. ADMINISTRATIVE ITEMS

- E-1) REVIEW COMPREHENSIVE ANNUAL FINANCIAL REPORT (AUDIT REPORT) FOR FISCAL YEAR 2018-2019 [RECOMMEND RECEIVE AND FILE 2018-2019 AUDIT REPORT]

Terry Shea, CPA, from Rogers, Anderson, Malody, and Scott, LLP, presented the audit report and answered questions from the Board.

There were no public comments.

*Upon the motion of Director Armstrong and seconded, the Board unanimously accepted the Audit Report for the Fiscal Year 2018-2019.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Gaddis, Blair, Woodson and Eby	None	None

- E-2) REVIEW AND DISCUSS UPCOMING BOARD OFFICER ELECTION [RECOMMEND DISCUSS UPCOMING BOARD OFFICER ELECTIONS AND DIRECT STAFF]

The Board of Directors discussed potential candidates for the upcoming Board Officer election.

There were no public comments.

No action was taken.

- E-3) ADOPT RESOLUTION DESIGNATING THE NIPOMO COMMUNITY SERVICES DISTRICT'S GENERAL MANAGER AS THE AUTHORIZED REPRESENTATIVE TO FILE APPLICATION AND EXECUTE AGREEMENTS FOR THE 2019 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PROGRAM [RECOMMEND ADOPT RESOLUTION]

Mario Iglesias, General Manager, answered questions from the Board.

There were no public comments.

*Upon the motion of Director Armstrong and seconded, the Board unanimously approved the Resolution.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Blair, Woodson, Gaddis and Eby	None	None

RESOLUTION NO. 2019-1531

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DESIGNATING THE DISTRICT'S GENERAL MANAGER AS THE AUTHORIZED REPRESENTATIVE TO FILE APPLICATION AND EXECUTE AGREEMENTS FOR THE 2019 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PROGRAM

SUBJECT TO BOARD APPROVAL

F. GENERAL MANAGER'S REPORT

Mario Iglesias, General Manager, presented the item and answered questions from the Board.

There were no public comments.

G. COMMITTEE REPORTS

Director Gaddis reported the Facilities/Water Resources Committee met and reviewed the proposed revised Annexation Policy and Application.

Director Armstrong reported the Finance and Audit Committee met and reviewed the proposed revisions to the Ordinance and Discontinuance of Water Service Policy in accordance with SB 998.

President Eby reported the Blacklake Ad Hoc Committee met and considered the ramifications of issuing bonds in 2020 versus 2022.

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. SMVWCD V. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750, AND ALL CONSOLIDATED CASES
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code § 54957)
Title: District Counsel

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no public comments

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 10:03 a.m.

The Board took a 12 minute break.

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

Whitney McDonald, District Legal Counsel, announced that the Board discussed Item 1 and 2 in Closed Session and took no reportable action.

SUBJECT TO BOARD APPROVAL

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

ADJOURN MEETING

President Eby adjourned the meeting at 10:43 a.m.


MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	1 hour 03 minutes
Closed Session	0 hour 40 minutes
TOTAL HOURS	1 hour 43 minutes

Respectfully submitted,

Mario Iglesias, General Manager and Secretary to the Board

Date

SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: LISA BOGNUDA
FINANCE DIRECTOR
DATE: NOVEMBER 22, 2019

**AGENDA ITEM
D-3
NOVEMBER 27, 2019**

**ACCEPT FIRST QUARTER FISCAL YEAR 2019-2020
QUARTERLY FINANCIAL REPORT**

ITEM

Accept First Quarter Financial Report [RECOMMEND RECEIVE AND FILE REPORT]

BACKGROUND

As of September 30, 2019, the 2019-2020 Fiscal year is 25% complete. The consolidated operating revenues are 27.58% of budget, operating expenditures are at 28.31% of budget and general and administrative expenditures are at 24.67% of budget.

Attached are the following which provide an overview of the first nine months of the fiscal year:

Page 1	Consolidated Statement of Net Position
Page 2-3	Consolidated Statement of Revenues and Expenses
Page 4	Summary of Revenues, Expenses and Cash Balances by Fund
Page 5	Summary of Approved Budget Adjustments
Page 6-7	Graphs for Consolidated Revenues and Expenses
Page 8-10	Graphs for major funds (Water, Town Sewer, and Blacklake Sewer)

STRATEGIC PLAN

Goal 4. FINANCE. Maintain conservative, long-term financial management to minimize rate impacts on customers while meeting program financial needs.

RECOMMENDATION

It is recommended that your Honorable Board receive report and direct Staff to file the quarterly financial report for the first quarter of fiscal year 2019-2020.

ATTACHMENT

A. Pages 1-10 – NCSD Quarterly Financial Report

NOVEMBER 27, 2019

ITEM D-3

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
STATEMENT OF NET POSITION - (Unaudited)
SEPTEMBER 30, 2019**

ASSETS

Current assets:	
Cash and cash equivalents	\$ 20,116,832
Accounts receivable	487,933
Unbilled utilities receivable	1,049,000
Accrued interest receivable	120,266
Due from partner purveyors	169,855
Contracts receivable, current portion	110,002
Total current assets	<u>22,053,888</u>
Noncurrent assets:	
Restricted cash-NSWP funded replacement	849,045
Cash with fiscal agent	618,141
Deposits and other assets	683,344
Contracts receivable, less current portion	6,132,927
Capital assets:	
Capital assets, net of depreciation	64,379,761
Total noncurrent assets	<u>72,663,218</u>
Total assets	<u>94,717,106 (A)</u>

Deferred Outflows of Resources	
OPEB related	709,004
Pension related	588,116
Total deferred outflows of resources	<u>1,297,120 (B)</u>

LIABILITIES

Current liabilities:	
Accounts payable	681,903
Deposits	303,527
Accrued Liabilities	442,358
Current portion of long-term debt	492,180
Total current liabilities	<u>1,919,968</u>
Noncurrent liabilities:	
Net OPEB liability	1,112,199
Net pension liability	1,607,847
Long-term debt, less current portion	19,285,000
Total noncurrent liabilities	<u>22,005,046</u>
Total liabilities	<u>23,925,014 (C)</u>

Deferred Inflows of Resources	
OPEB related	45,837
Pension related	73,380
Total deferred inflows of resources	<u>119,217 (D)</u>

NET POSITION

Net investment in capital assets	44,743,341
Restricted for system expansion, replacement and debt service	13,534,450
Unrestricted	<u>13,692,204</u>
Total net position	<u>\$ 71,969,995</u>

**NIPOMO COMMUNITY SERVICES DISTRICT
STATEMENT OF REVENUES AND EXPENSES - (Unaudited)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019**

	YEAR-TO- <u>DATE</u>	<u>BUDGET</u>	<u>% OF BUDGET</u>
<u>OPERATING REVENUES</u>			
Water fixed charges	\$ 334,634	1,273,000	26.29%
Water usage charges	1,339,506	4,170,000	32.12%
Sewer charges	671,383	2,774,000	24.20%
Miscellaneous fees and charges	57,423	145,000	39.60%
Street light and landscape maintenance charges	0	40,030	0.00%
Franchise fees	13,549	62,000	21.85%
NSWP - collections from purveyors for water purchased	139,508	481,474	28.98%
NSWP - collections from purveyors for related expenses	15,990	55,024	29.06%
NSWP - collections for funded replacement	51,716	206,865	25.00%
Operating transfers in - Funded Administration	100,058	557,685	17.94%
Operating transfers in - Funded Replacement	294,500	1,178,000	25.00%
Total Operating Revenues	<u>3,018,267</u>	<u>10,943,078</u>	<u>27.58%</u>
<u>OPERATING EXPENSES - OPERATIONS AND MAINTENANCE</u>			
Wages and benefits	334,962	1,010,400	33.15%
Purchased water -NCSD share	279,182	963,526	28.98%
Purchased water-purveyors	139,508	481,474	28.98%
Operating costs, admin and funded replacement-NCSD share	74,480	314,577	23.68%
Electricity	175,773	608,000	28.91%
Water	475	5,150	9.22%
Chemicals	23,034	76,000	30.31%
Lab tests	26,465	107,000	24.73%
Operating supplies	67,219	210,000	32.01%
Outside services	53,909	247,500	21.78%
Permits and operating fees	0	50,000	0.00%
Repairs and maintenance	63,085	212,500	29.69%
Engineering	8,384	18,000	46.58%
Fuel	7,825	40,000	19.56%
Meters	33,783	50,000	67.57%
Safety program	3,650	5,000	73.00%
Uniforms	4,712	20,000	23.56%
Landscape maintance district	1,981	13,500	14.67%
Solid waste program	656	8,000	8.20%
Conservation program	5,373	30,000	17.91%
Operating transfer out - Funded Replacement	294,500	1,178,000	25.00%
Subtotal - Operating Expenses (Operations and Maintenance)	<u>1,598,956</u>	<u>5,648,627</u>	<u>28.31%</u>

continued on next page

**NIPOMO COMMUNITY SERVICES DISTRICT
STATEMENT OF REVENUES AND EXPENSES - (Unaudited)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019**

	<u>YEAR-TO- DATE</u>	<u>BUDGET</u>	<u>% OF BUDGET</u>
<u>OPERATING EXPENSES - GENERAL AND ADMINISTRATIVE</u>			
Wages and benefits	175,651	529,800	33.15%
Outside services	11,917	12,000	99.31%
Bank charges and fees	3,329	10,200	32.64%
Computer expense	29,752	150,900	19.72%
Dues and subscriptions	29,295	20,150	145.38%
Education and training	3,063	17,000	18.02%
Elections	0	0	0.00%
Liability insurance	27,709	110,000	25.19%
Landscape and janitorial	4,282	15,000	28.55%
Legal counsel-general	19,574	101,500	19.28%
Legal counsel-water	14,151	75,000	18.87%
Professional services	29,779	192,900	15.44%
Miscellaneous	2,103	8,800	23.90%
Newsletters and mailers	0	5,800	0.00%
Office supplies	6,543	17,000	38.49%
Postage	4,145	21,200	19.55%
Public notices	0	8,300	0.00%
Repairs and maintenance	3,034	28,550	10.63%
Property taxes	0	1,500	0.00%
Telephone	1,673	8,500	19.68%
Travel and mileage	3,594	12,500	28.75%
Utilities	4,922	19,500	25.24%
Operating transfer out - Funded Administration	100,058	557,685	17.94%
Subtotal - Operating Expenses (General and Administrative)	474,574	1,923,785	24.67%
Total Operating Expenses	2,073,530	7,572,412	27.38%
Total Operating Surplus (Deficit)	944,737	3,370,666	28.03%
 <u>NON-OPERATING INCOME (EXPENSES)</u>			
Interest income	159,724	343,650	46.48%
Property tax revenue	35,595	699,000	5.09%
Cell site revenue	10,756	38,000	28.31%
Other revenue - purveyors	64,086	390,802	16.40%
Capacity Charges collected	24,054	0	0.00%
Interest expense	(206,391)	(836,748)	24.67%
Total non-operating revenues (expenses)	87,824	634,704	
Total Operating and Non-operating Surplus (Deficit)	\$ 1,032,561	4,005,370	

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF REVENUES AND EXPENSES BY FUND
THREE MONTHS ENDING SEPTEMBER 30, 2019

FUND	FUND #	YTD REVENUES	YTD EXPENSES	SUBTOTAL	FUNDED REPLACEMENT	TRANSFERS B/W FUNDS	YTD SUPRPLUS/ (DEFICIT)
Administration	110	122,792	(122,792)	0	0	0	0
Water	125	1,735,080	(1,136,848)	598,232	(152,500)	0	445,732
Water Rate Stabilization	128	2,530	0	2,530	0	0	2,530
Town Sewer	130	583,207	(377,634)	205,573	(98,750)	0	106,823
Town Sewer Rate Stabilization	135	1,903	0	1,903	0	0	1,903
Blacklake Sewer	150	94,209	(66,504)	27,705	(43,250)	0	(15,545)
Blacklake Sewer Rate Stabilization	155	317	0	317	0	0	317
Blacklake Street Lighting	200	96	(9,267)	(9,171)	0	0	(9,171)
Street Landscape Maintenance	250	87	(2,011)	(1,924)	0	0	(1,924)
Solid Waste	300	15,500	(28)	15,472	0	0	15,472
Drainage Maintenance	400	1,346	0	1,346	0	0	1,346
Supplemental Water Capacity Fees	500	128,941	(96,257)	32,684	0	0	32,684
Property Taxes	600	37,106	(26,962)	10,144	0	0	10,144
Water Capacity Fees	700	18,034	0	18,034	0	0	18,034
Town Sewer Capacity Fees	710	4,331	0	4,331	0	0	4,331
Funded Replacement-Water	805	27,008	(2,486)	24,522	152,500	0	177,022
Funded Replacement-Town Sewer	810	26,920	0	26,920	98,750	0	125,670
Funded Replacement-BL Sewer	830	6,383	0	6,383	43,250	0	49,633
NSWP Operations & Maintenance	910	466,677	(455,809)	10,868	0	0	10,868
NSWP Funded Replacement	915	56,692	0	56,692	0	0	56,692
TOTAL		3,329,159	(2,296,598)	1,032,561	0	0	1,032,561

CASH BALANCE OF EACH FUND

FUND	FUND #	CASH BALANCE 9/30/2019
Administration	110	(236,498)
Water	125	2,456,453
Water Rate Stabilization	128	422,427
Town Sewer	130	313,085
Town Sewer Rate Stabilization	135	317,647
Blacklake Sewer	150	197,390
Blacklake Sewer Rate Stabilization	155	52,803
Blacklake Street Lighting	200	11,307
Street Landscape Maintenance	250	13,294
Solid Waste	300	336,986
Drainage Maintenance	400	58,974
Supplemental Water	500	3,065,841
Property Taxes	600	352,938
Water Capacity Fees	700	1,896,398
Town Sewer Capacity Fees	710	723,645
Funded Replacement-Water	805	4,546,180
Funded Replacement-Town Sewer	810	4,540,638
Funded Replacement-BL Sewer	830	1,076,743
NSWP	910	(29,419)
TOTAL		20,116,832

NOTE:

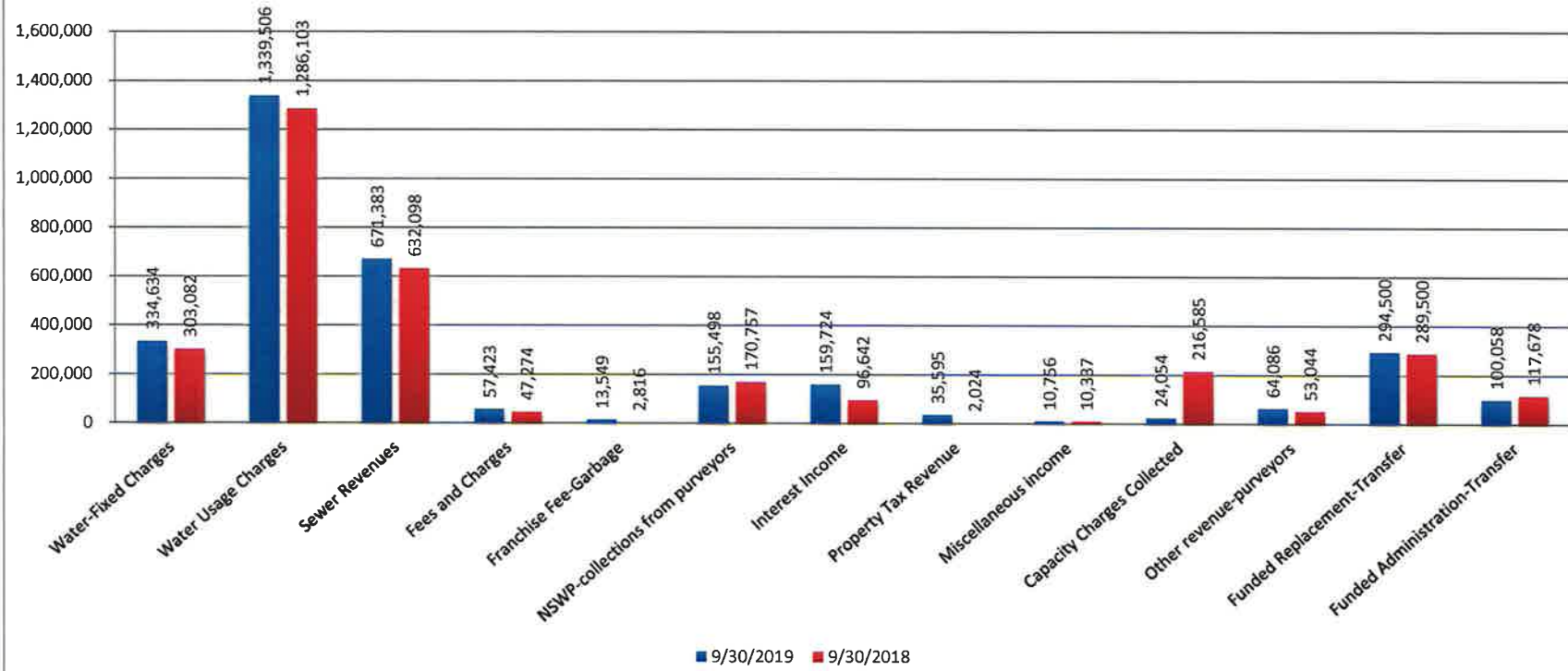
BALANCE SHEETS AND STATEMENTS OF REVENUES AND EXPENSES FOR EACH FUND ARE AVAILABLE FOR REVIEW UPON REQUEST

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF APPROVED BUDGET AMENDMENTS
FISCAL YEAR JUNE 30, 2020

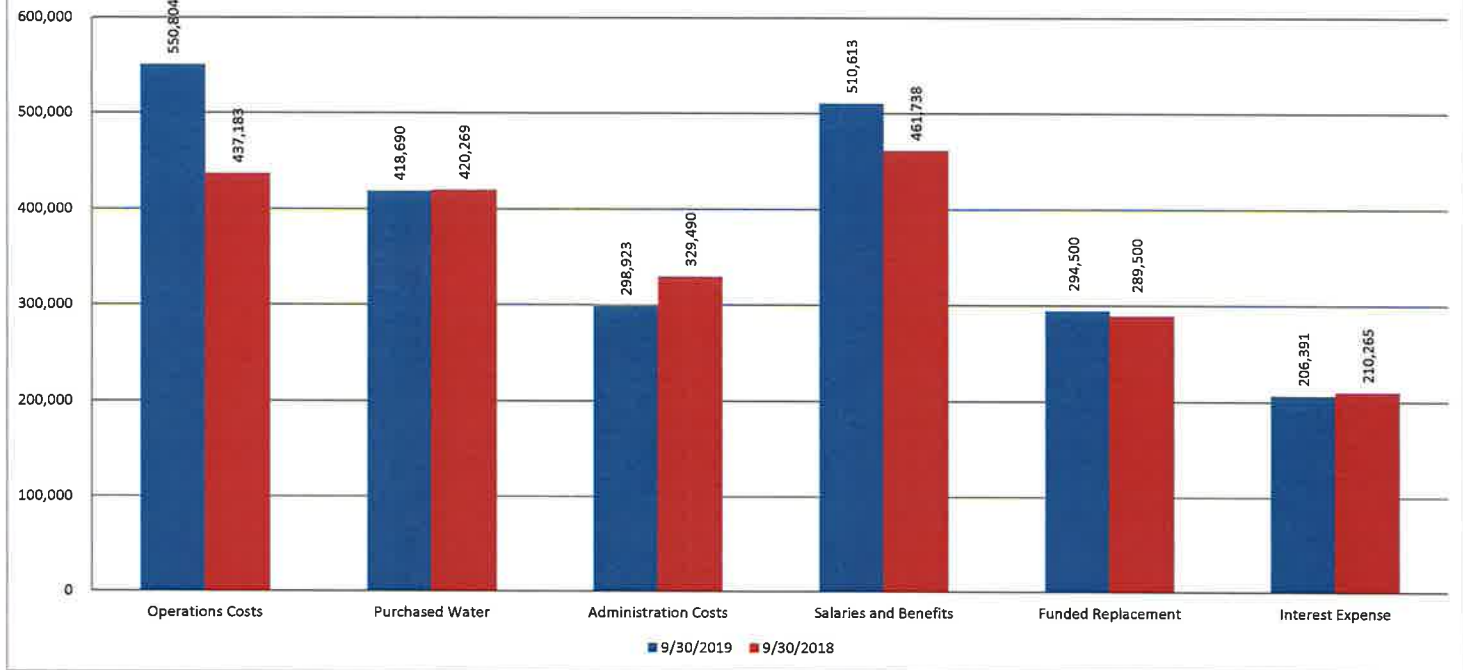
FIRST QUARTER ENDING SEPTEMBER 30, 2019

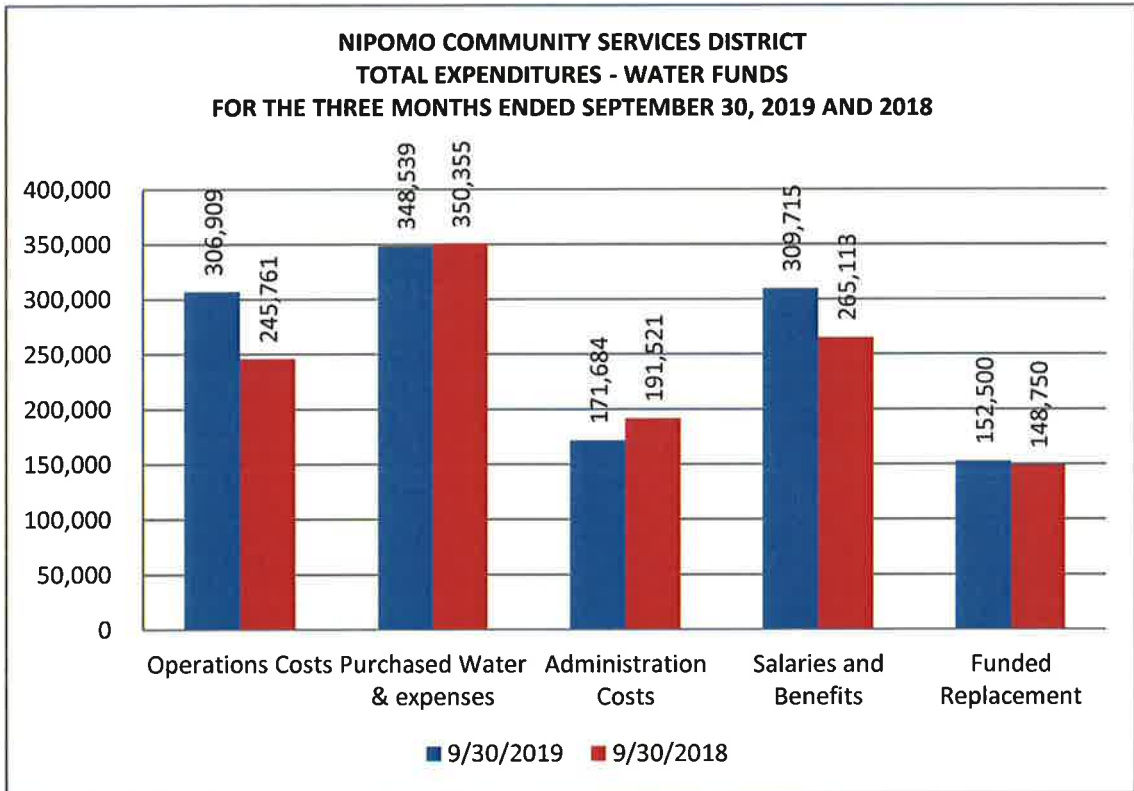
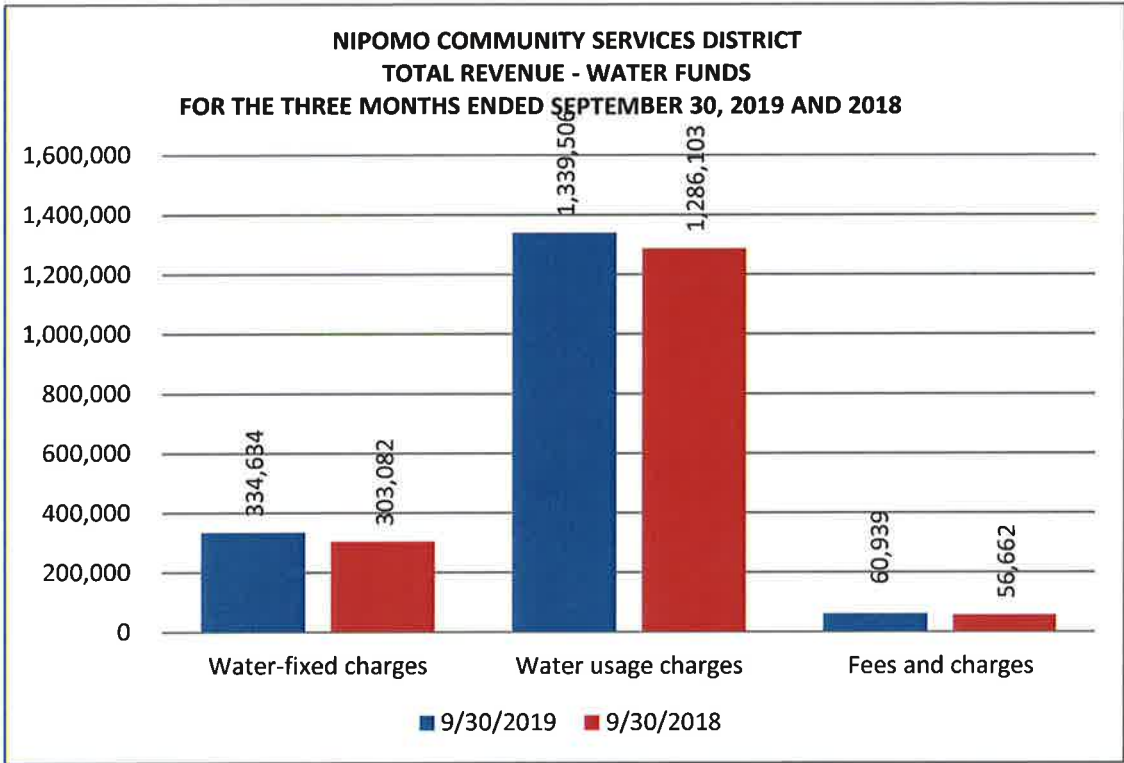
DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
8/28/2019	Replacement Return Activated Sludge Pump	810	\$0	\$41,419	\$41,419

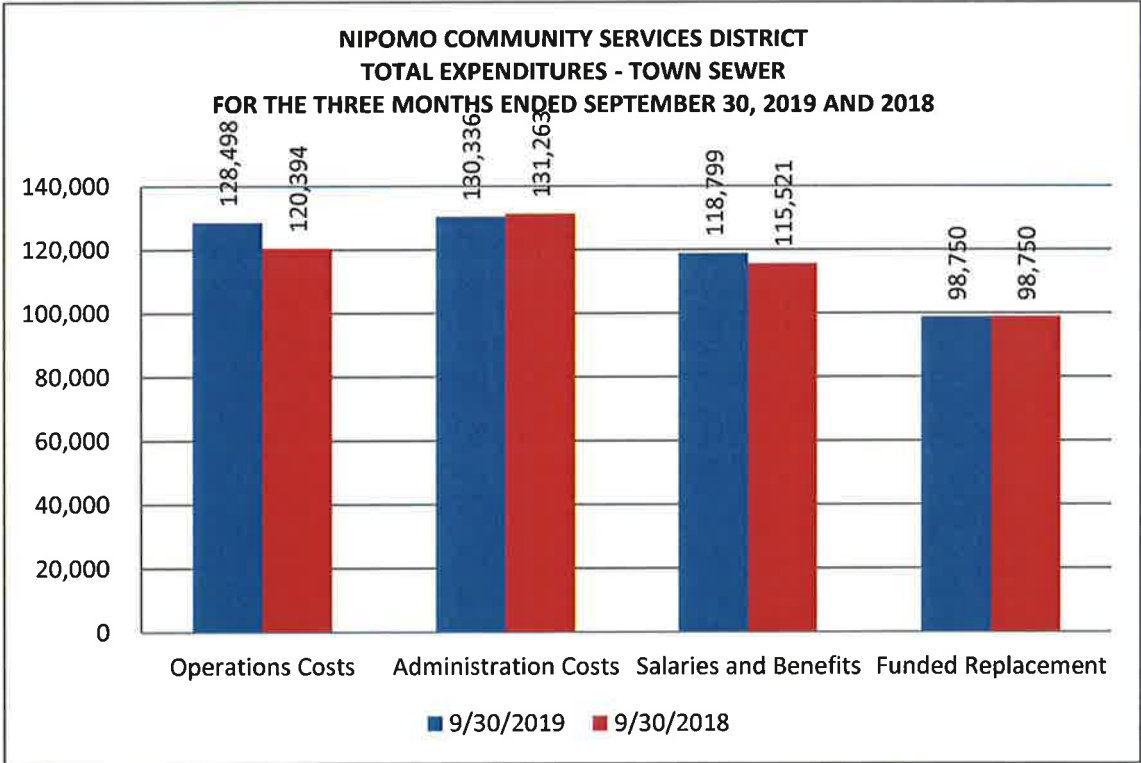
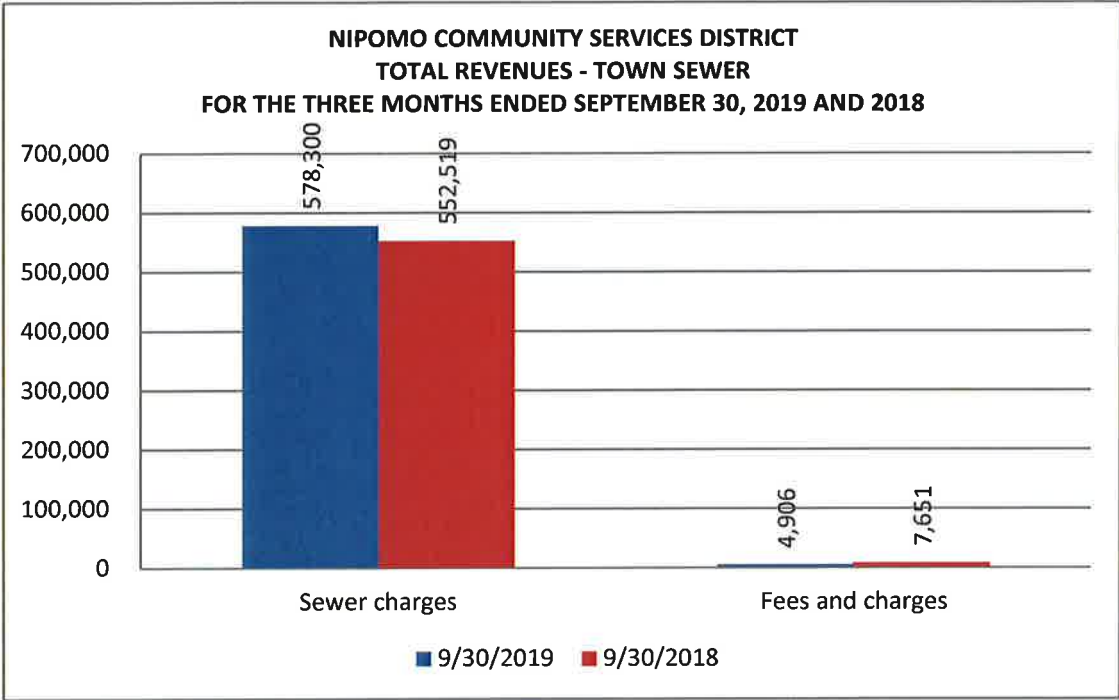
**NIPOMO COMMUNITY SERVICES DISTRICT
TOTAL REVENUES
FOR THREE MONTHS ENDED SEPTEMBER 30, 2019 AND 2018**



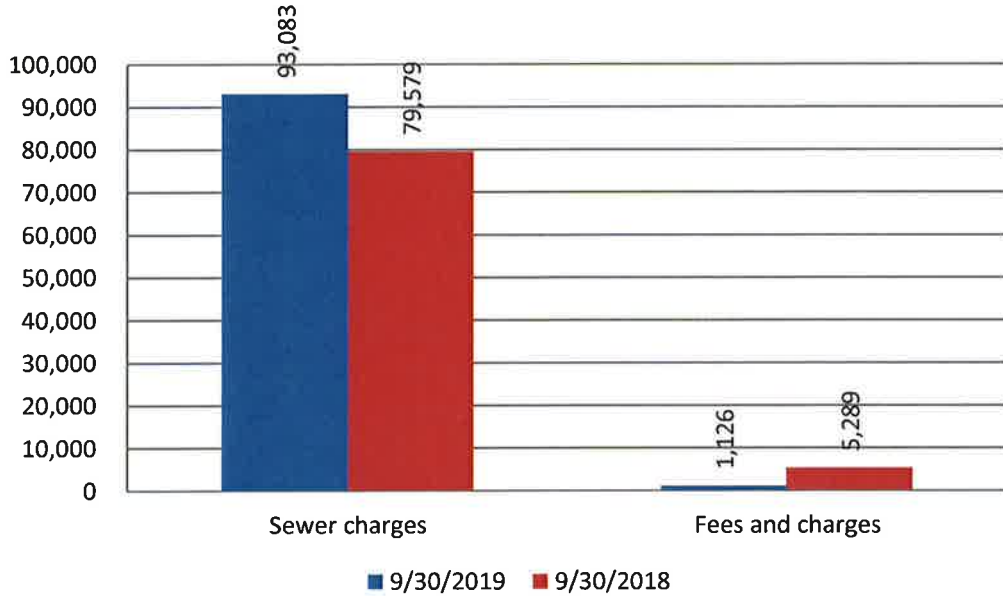
**NIPOMO COMMUNITY SERVICES DISTRICT
TOTAL EXPENDITURES
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019 AND 2018**



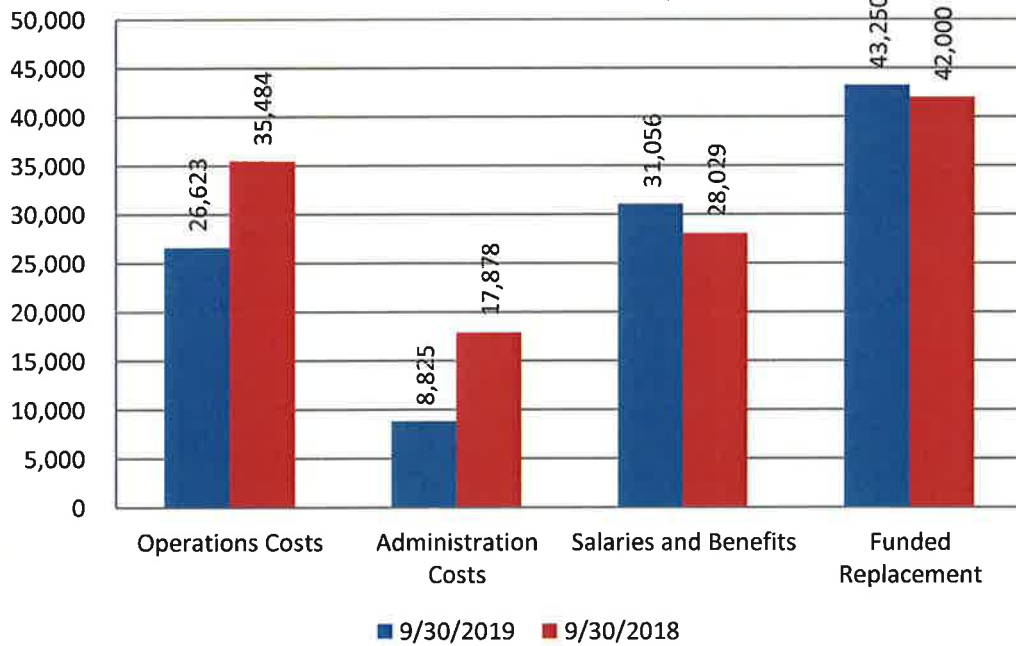




**NIPOMO COMMUNITY SERVICES DISTRICT
TOTAL REVENUES - BLACKLAKE SEWER
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019 AND 2018**



**NIPOMO COMMUNITY SERVICES DISTRICT
TOTAL EXPENDITURES - BLACKLAKE SEWER
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019 AND 2018**



TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS ^{#3}
GENERAL MANAGER
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF ENGINEERING
AND OPERATIONS
DATE: NOVEMBER 19, 2019

**AGENDA ITEM
D-4
NOVEMBER 27, 2019**

**APPROVE REIMBURSEMENT
FOR 671 SOUTH OAKGLEN WATERLINE**

ITEM

Consider approval of reimbursement for Dana Adobe, 671 South Oakglen Avenue, waterline in the amount of \$40,568. [RECOMMEND ADOPT RESOLUTION].

BACKGROUND

Dana Adobe Nipomo Amigos (DANA) extended a waterline in South Oakglen Avenue from Amado to the property in order to comply with CAL FIRE commercial fire sprinkler requirements for the new visitor center building at the Dana Adobe. The District required that a 12 inch water line be installed between Amado and Bermuda, instead of the 8 inch waterline that was necessary to serve the Dana Adobe project, along a portion of the route of the planned Supplemental Water Nipomo Area Pipeline Improvement Project. DANA has requested reimbursement for the incremental cost of installing the 12 inch waterline. Staff has reviewed the request and determined that it complies with the intent of the District's code.

FISCAL IMPACT

Funding for the reimbursement amount of \$40,568 is available in the Supplemental Water Capacity Charge Fund account.

RECOMMENDATION

Staff recommends that the Board adopt the attached resolution approving reimbursement for Dana Adobe, 671 South Oakglen Avenue, waterline in the amount of \$40,568.

ATTACHMENTS

- A. Resolution 2019-XXX 671 South Oakglen Waterline Reimbursement

NOVEMBER 27, 2019

ITEM D-4

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING REIMBURSEMENT FOR WATERLINE IMPROVEMENTS
AT SOUTH OAKGLEN AVENUE**

WHEREAS, Dana Adobe Nipomo Amigos (DANA) (herein the "Owner") is the owner of certain real property identified as the Dana Adobe located at 671 South Oakglen Avenue in Nipomo; and

WHEREAS, the Owner has installed a waterline to provide service to the property and the Nipomo Community Services District (herein the "District") has accepted the improvements; and

WHEREAS, the District required that a 12 inch waterline be installed between Amado and Bermuda Roads instead of an 8 inch waterline along a portion of the route of the planned Supplemental Water Nipomo Area Pipeline Improvement Project; and

WHEREAS, Owner has requested reimbursement for the incremental cost of installing the 12 inch waterline compared to an 8 inch waterline, which has been determined to amount to \$40,568; and

WHEREAS, District staff has reviewed the request and determined that it complies with the intent of the District's code.

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. The Board approves the reimbursement to Owner in the amount of \$40,568 from the Supplemental Water Capacity Charge Fund.

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

**AYES:
NOES:
ABSENT:
CONFLICTS:**

The foregoing resolution is hereby adopted this 27th day of November 2019.


ED EBY
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. McDONALD
District Legal Counsel

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: NOVEMBER 19, 2019

**AGENDA ITEM
D-5
NOVEMBER 27, 2019**

**ACCEPT OFFER OF SEWER IMPROVEMENTS,
EASEMENT, AND DEED RESTRICTION FOR
DANA ELEMENTARY SCHOOL**

ITEM

Accept offer of sewer improvements as well as easements and deed restrictions for Dana Elementary School, 920 West Tefft Street, in Nipomo [RECOMMEND ADOPT RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS, EASEMENT, AND DEED RESTRICTION].

BACKGROUND

Upon completion of a utility extension project, the District accepts improvements for the project after all requirements have been met. The Lucia Mar Unified School District, owner of the Dana Elementary School, 920 West Tefft Street, has met the District's standard conditions:

- Installed sewer improvements that are to be dedicated to the District
- Paid associated capacity charges
- Provided an Offer of Dedication
- Provided required easement
- Provided project as-built drawings
- Provided Engineer's certification

Regarding the Plan Check and Inspection Fees, the project owner may owe the District for inspection and other costs which have yet to be billed by the District. Historically, the District has recovered these costs after the Board accepts the project as part of staff's project close out procedure.

FISCAL IMPACT

The Lucia Mar School District paid District Capacity Charges in the amount of \$86,265.

RECOMMENDATION

By motion and roll call vote, adopt the attached Resolution to accept offer of sewer improvements, easement, and deed restriction for Dana Elementary School.

ATTACHMENTS

- A. Resolution 2019-XXXX Accepting Dana Elementary School Sewer Extension
- B. Easement Deed – Resolution Exhibit A
- C. Deed Restriction – Resolution Exhibit B

NOVEMBER 27, 2019

ITEM D-5

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING DANA ELEMENTARY SCHOOL SEWER EASEMENT,
DEED RESTRICTION, AND SEWER IMPROVEMENTS**

WHEREAS, Lucia Mar School District (herein the "Owner") is the owner of certain real property identified as Dana Elementary School (herein the "Project") situated within the Nipomo Community Services District (the "District") located at 920 West Tefft Street in Nipomo; and

WHEREAS, the District approved the construction plans on May 18, 2018 for sewer improvements to be constructed to serve the Project; and

WHEREAS, the sewer improvements have been constructed and said improvements are complete and certified by the Owners' Engineer; and

WHEREAS, on November 14, 2019, Owner offered the sewer improvements to the District; and

WHEREAS, all sewer capacity fees for service required in conformance with District ordinances have been paid for the Project; and

WHEREAS, Owner has offered to the District a sewer easement ("Easement") (Exhibit A); and

WHEREAS, Owner has offered to the District a deed restriction and agreement ("Deed Restrictions") (Exhibit B); and

WHEREAS, the District wishes to accept the easements and deed restrictions attached hereto without obligation, except as otherwise required by law.

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the sewer easement and deed restriction and agreement for Dana Elementary School attached hereto as Exhibits A and B are hereby accepted.
3. Staff is ordered to execute and record in the Official Records of the Clerk-Recorder of San Luis Obispo County the easement and deed restriction and agreement attached hereto as Exhibits A and B.
4. That sewer improvements constructed to serve Dana Elementary School in Nipomo are accepted by the District.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING DANA ELEMENTARY SCHOOL SEWER EASEMENT,
DEED RESTRICTION, AND SEWER IMPROVEMENTS**

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

**AYES:
NOES:
ABSENT:
CONFLICTS:**

The foregoing resolution is hereby adopted this 27th day of November 2019.

ED EBY
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND
LEGAL EFFECT:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. McDONALD
District Legal Counsel

NOVEMBER 27, 2019

ITEM D-5

ATTACHMENT B

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #:092-121-087

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

**THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL
PROPERTY** (herein "Agreement") is entered into Nov 14,
2019, by and between Lucia Mar Unified School District, (herein "Grantor") and
the Nipomo Community Services District, a political subdivision of the State of
California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property")
located within the Nipomo Community Services District, County of San Luis
Obispo, more particularly described below and depicted in Exhibit "A".
- B. Grantors are improving said Real Property including the
construction of certain utilities that will be dedicated to the District for operation
and maintenance ("District Facilities").
- C. Grantors desire to convey sewer easement to Nipomo Community
Services District over portions of said Real Property for the purposes
referenced in this Agreement.

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

1. **GRANT OF EASEMENT**

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. **PURPOSE**

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. **MAINTENANCE AND REPAIR**

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct

District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

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

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding

on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

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

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

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

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

5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

////

////

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

GRANTOR(S):



[Signature must be Notarized]

Andy Stenson
Superintendent

[Type or print name]



[Signature must be Notarized]

Jim Empey
Assistant Superintendent, Business

[Type or print name]

Date: 11-14-19

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

EXHIBIT "A"
REAL PROPERTY LEGAL DESCRIPTION

LOT 44, OF DIVISION B OF CALIMEX PLANTATION CO.'S NIPOMO TRACT RECORDED APRIL 8TH, 1911 IN BOOK 1, PAGE 23 OF MAP BOOK IN THE OFFICE OF THE RECORDER OF SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA.

A PORTION OF APN #: 092-121-087

EXHIBIT "B"
SEWER LINE EASEMENT
LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND, LYING 5' FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE ACROSS A PORTION LOT 44, OF DIVISION B OF CALIMEX PLANTATION CO.'S NIPOMO TRACT RECORDED APRIL 8TH, 1911 IN BOOK 1, PAGE 23 OF MAP BOOK IN THE OFFICE OF THE RECORDER OF SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA. THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1 INCH IRON PIPE WITH PLASTIC CAP "LS 3673" ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 44, AND A POINT ON THE WESTERLY RIGHT-OF-WAY OF TEFFT STREET;

THENCE NORTH 22°55'16" EAST, A DISTANCE OF 76.81 FEET TO THE **POINT OF BEGINNING**;

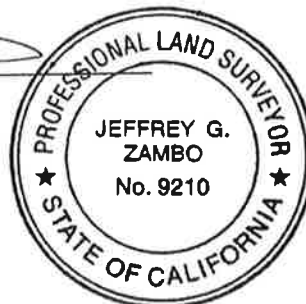
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 60°36'50" WEST, A DISTANCE OF 20.12 FEET ALSO BEING A POINT OF TERMINUS, SAID POINT BEING NORTH 08°43'58" EAST, 81.56' DISTANT FROM THE POINT OF BEGINNING.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN AND TERMINATE WITH SAID LAND.

CONTAINING 200 S.F. MORE OR LESS AND AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

END DESCRIPTION


JEFFREY G. ZAMBO, PLS 9210

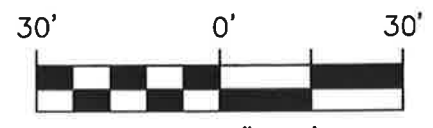
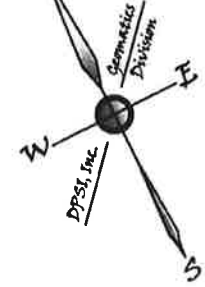
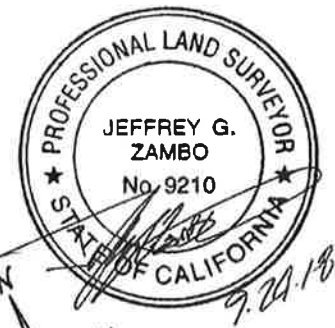
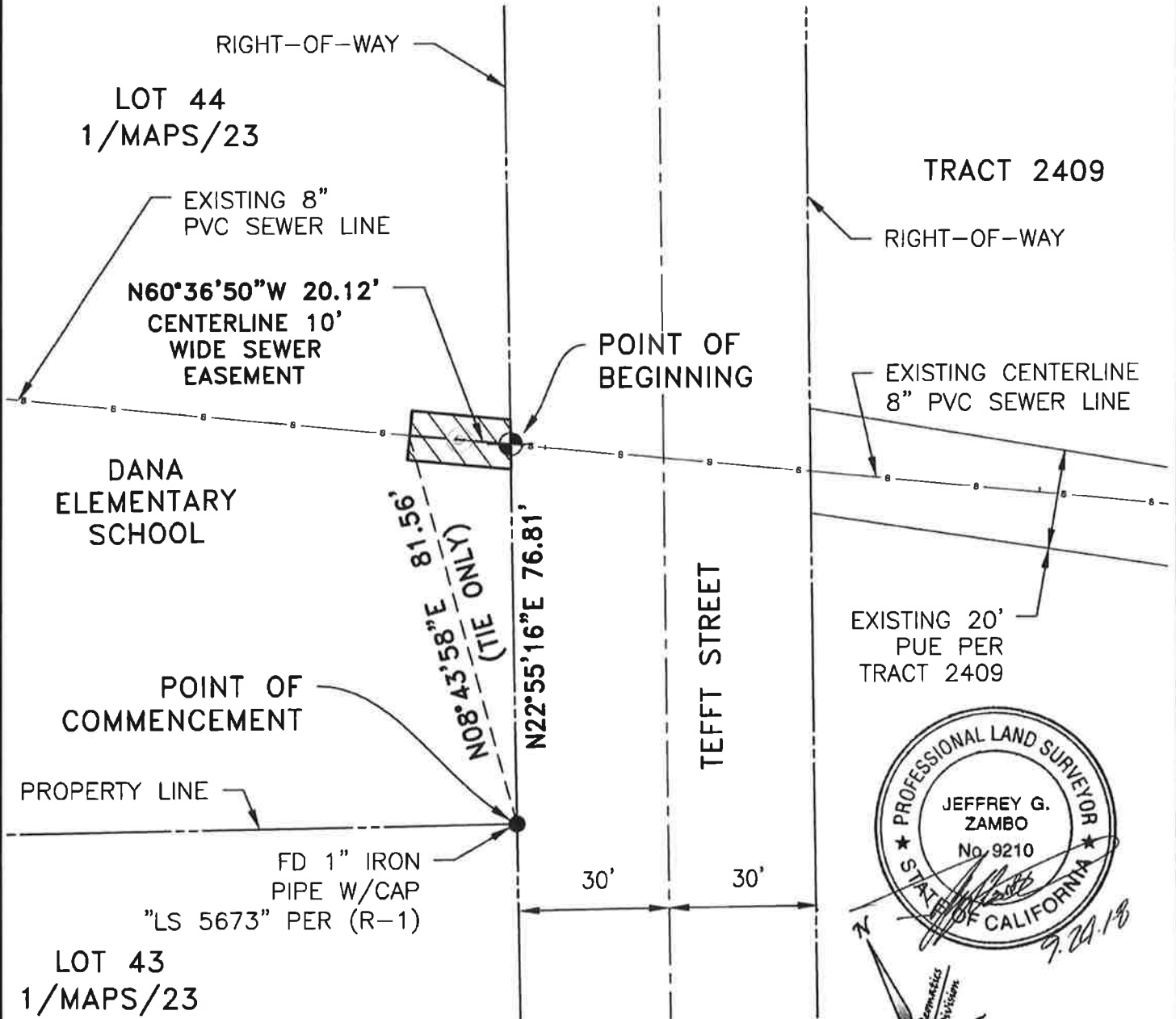


DATE 9.24.18

EXHIBIT "C"

SEWER LINE EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND, LYING 5' FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE ACROSS A PORTION OF LOT 44 OF DIVISION B OF CALIMEX PLANTATION CO.'S NIPOMO TRACT IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA.



SCALE: 1" = 30'

LEGEND:

(R-1) RECORD OF SURVEY
 BK. 66/RS/Pg. 49

● FOUND MONUMENT
 AS NOTED

▨ 10' WIDE SEWER LINE
 EASEMENT
 AREA= 200 SF

⊙ EXISTING MANHOLE



DIVERSIFIED PROJECT SERVICES
 INTERNATIONAL
 San Luis Obispo
 (805) 250-2891
 www.dpsinc.com

PROJECT: 161038

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN LUIS OBISPO

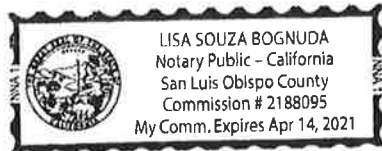
On November 14, 2019 before me, Lisa Souza Bognuda
(insert name and title of the officer)

personally appeared Andy Stenson and Jim Empey
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lisa Souza Bognuda (Seal)



**LUCIA MAR UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
October 15, 2019**

RESOLUTION A-1920-09

**CONVEYING GRANT OF EASEMENT AND AGREEMENT
AFFECTING REAL PROPERTY FOR UTILITY PURPOSES
TO NIPOMO COMMUNITY SERVICE
AT DANA ELEMENTARY SCHOOL**

WHEREAS, Lucia Mar Unified School District (“District”) is the owner of certain real property located at 920 West Tefft in Nipomo, California 93444 and generally referred to as Dana Elementary School and/or San Luis Obispo County Assessor’s Parcel Number (APN) 092-121-087 (the “Property”); and

WHEREAS, Nipomo Community Service District (“NCSD” or “Agency” or “Grantee”) has a need for a sewer utility easement over the Property for sewer utility purposes and a need to access the sewer manhole and pipelines on said property for maintenance purposes, at all times, without prior permission; and

WHEREAS, the District has determined to convey by grant of an easement and agreement, the Property to the Agency, so that the Agency can utilize the Property in connection with sewer utility purposes; and

WHEREAS, pursuant to Education Code section 17556, the governing board of a school district may convey, for public street or highway purposes, or public utility purposes, any real property belonging to the school district upon such terms and conditions as the parties thereto may agree; and

WHEREAS, pursuant to Education Code section 17557, the District’s governing board must, prior to dedicating an easement, adopt a resolution declaring its intention to convey such property in a regular open meeting by two-thirds (2/3) vote of all of its members – this being accomplished on October 1, 2019 and Resolution A-1920-08 Intention to Convey Grant of Easement and Agreement Affecting Real Property for Utility Purposes to Nipomo Community Services District at Dana Elementary School; and

WHEREAS, pursuant to Education Code section 17557, the District’s governing board did fix a time at its regular place of meeting for a public hearing upon the question making the conveyance of land for the public street or highway purposes, or public utility purposes – this time and date being fixed for 7 o’clock p.m. on October 15, 2019; and

WHEREAS, pursuant to Education Code section 17558, the District is required to post copies of the Resolution of Intention to convey land for public utility purposes, signed by the board, in three (3) public places within the District’s boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the district, if there is one, or, if there is no such newspaper published in the district, then in a

newspaper published in the county which has a general circulation in the district – this being accomplished on October 4, 2019; and

WHEREAS, pursuant to Education Code Section 17558, on October 15, 2019, at a regular meeting of the District's governing board, the District held a Public Hearing upon the question of making the conveyance of the District's property to the Agency; and

WHEREAS, no petition pursuant to Education Code Section 17560 has been filed with the School District's governing board; and

WHEREAS, the District's governing board by a vote of not less than 2/3 its members hereby approves the dedication of the Property.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the Board conducted a public hearing on the question of the District's intent to convey the Property to Nipomo Community Service District at its regular meeting on **October 15, 2019**.

Section 3. That the District's governing board by a vote of not less than 2/3 its members, hereby approves the conveyance of land to the Agency for right of way and sewer utility purposes upon the terms and conditions set forth in the recitals and in this resolution and in the Grant of Easement and Agreement Affecting Real Property between the District and Agency.

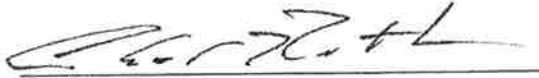
Section 4. That the Board hereby authorizes and directs the Superintendent, or his designee to execute all documents and to take whatever action is necessary to complete the conveyance of the Property to the Agency.

Section 5. That the Board of the District hereby determines that the District is in compliance with all relevant Sections of the Education Code and all other applicable laws.

APPROVED, PASSED and ADOPTED by the Board of the Lucia Mar Unified School District on the **15th** day of **October, 2019**, by the following vote:
Martin/Santos

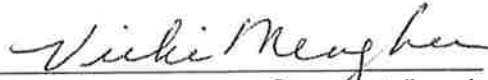
AYES: Dahl, Martin, Meagher, Meek, Robertson, Santos, Stewart
NOES: None
ABSENT: None
ABSTENTIONS: None

I, **Chad Robertson, President** of the Lucia Mar Unified School District Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.



President of the Governing Board of the
Lucia Mar Unified School District

I, **Vicki Meagher, Vice President** of the Lucia Mar Unified School District Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.



Vice President of the Governing Board of
the Lucia Mar Unified School District

I, **Colleen Martin, Clerk** of the Board of Trustees of The Lucia Mar Unified School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Lucia Mar Unified School District at a regular meeting thereof held on the **15th day of October 2019**, by the above described vote of the Board of Trustees;

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October 2019.



Clerk of the Governing Board of the
Lucia Mar Unified School District

LMUSD Board of Education
Resolution No. A-1920-08
Page 4

EXHIBIT A

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #:092-121-087

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into _____, 2019, by and between Lucia Mar Unified School District, (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described below and depicted in Exhibit "A".
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").
- C. Grantors desire to convey sewer easement to Nipomo Community Services District over portions of said Real Property for the purposes referenced in this Agreement.

District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

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

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding

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

GRANTOR(S):

COPY

[Signature must be Notarized]

COPY

[Signature must be Notarized]

[Type or print name]

[Type or print name]

Date: _____

EXHIBIT "A"
REAL PROPERTY LEGAL DESCRIPTION

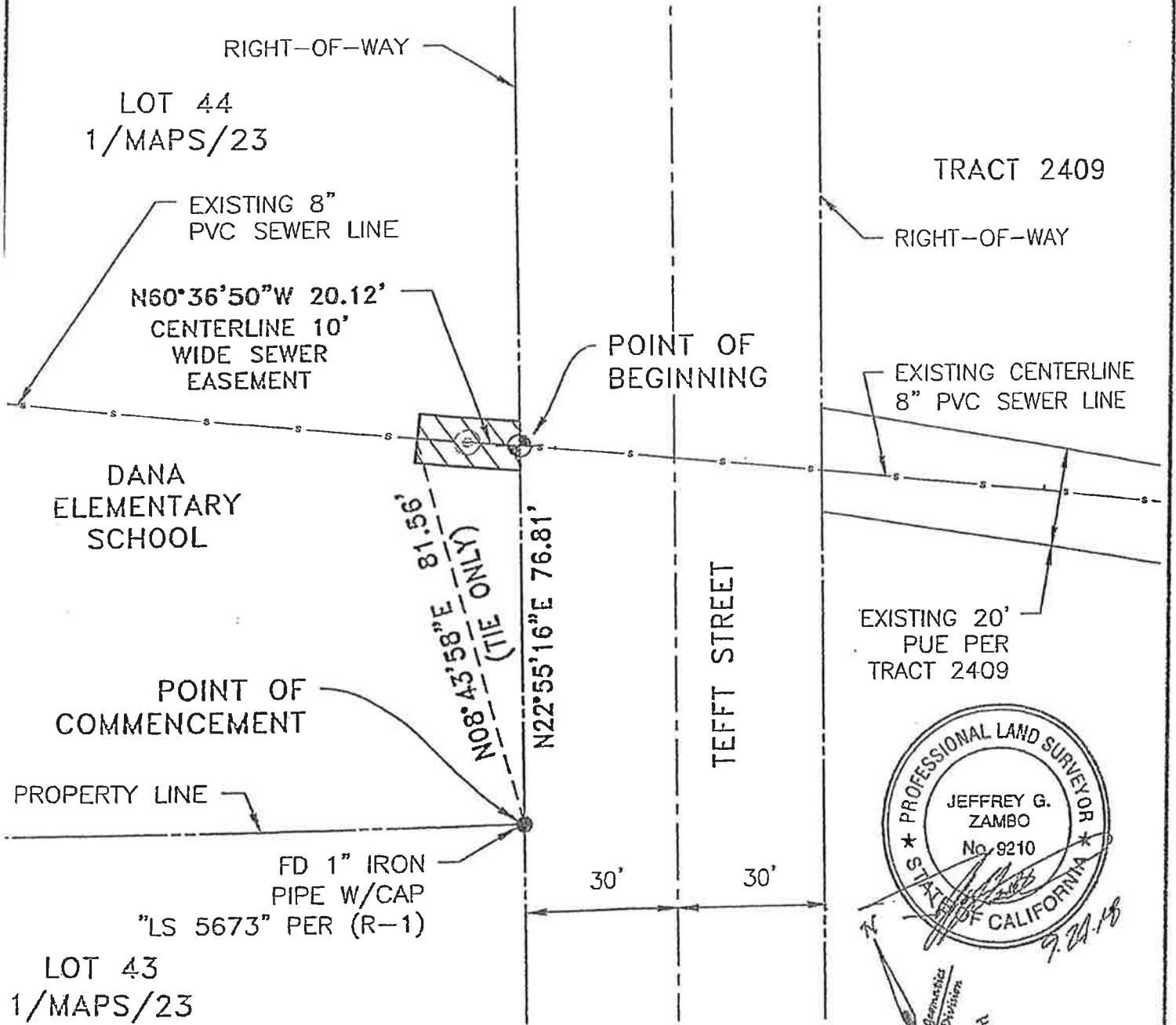
LOT 44, OF DIVISION B OF CALIMEX PLANTATION CO.'S NIPOMO TRACT RECORDED
APRIL 8TH, 1911 IN BOOK 1, PAGE 23 OF MAP BOOK IN THE OFFICE OF THE RECORDER
OF SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA.

A PORTION OF APN #: 092-121-087

EXHIBIT "C"

SEWER LINE EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND, LYING 5' FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE ACROSS A PORTION OF LOT 44 OF DIVISION B OF CALIMEX PLANTATION CO.'S NIPOMO TRACT IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA.



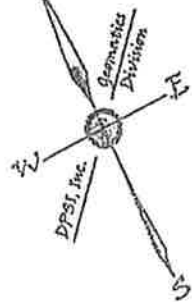
LEGEND:

(R-1) RECORD OF SURVEY BK. 66/RS/Pg. 49

● FOUND MONUMENT AS NOTED

▨ 10' WIDE SEWER LINE EASEMENT AREA= 200 SF

○ EXISTING MANHOLE



SCALE: 1" = 30'



DIVERSIFIED PROJECT SERVICES INTERNATIONAL
 San Luis Obispo
 (805) 250-2891
 www.dpsinc.com
 DD01501-181028

NOVEMBER 27, 2019

ITEM D-5

ATTACHMENT C

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

NO FEE PER GOVERNMENT CODE 6103

APN #: 092-121-087

DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description

THIS DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into Nov 14, 2019, by and between Lucia Mar Unified School District, (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

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

1. DEED RESTRICTIONS

A. Grantor agrees and acknowledges that the sewer strength for this project is by classified by the District as non-residential, medium strength and prohibited uses on Real Property or any portion thereof include, but are not

limited to, self-regenerating water softeners, swimming pools, photographic film processing and laundry facilities.

B. Grantor agrees and acknowledges that the District retains the right to increase sewer fees in the event of a change in use for the property.

2. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

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

C. The obligations of Grantor shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

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

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

F. Recital A is incorporated herein by reference as though set forth at length.

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

3. AUTHORITY TO EXECUTE.


All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

////

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

GRANTOR(S):



[Signature must be Notarized]

Andy Stenson
Superintendent

[Type or print name]



[Signature must be Notarized]

Jim Empey
Assistant Superintendent, Business

[Type or print name]

Date: 11-14-19

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20__, accepts the foregoing Deed Restriction and Agreement, dated _____, 20__, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

Exhibit A
Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 44 AND 45 IN DIVISION "B" OF THE MAP OF THE CALIMEX PLANTATION COMPANIES
NIPOMO TRACT, IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA, BOOK 1, PAGE 23.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN LUIS OBISPO

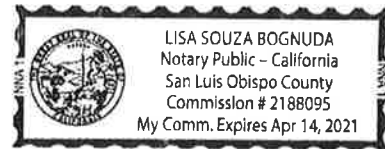
On November 14, 2019 before me, Lisa Souza Bognuda
(insert name and title of the officer)

personally appeared Andy Stenson and Jim Empey
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lisa Souza Bognuda (Seal)



TO: BOARD OF DIRECTORS
FROM: MARIO E. IGLESIAS
GENERAL MANAGER
DATE: November 22, 2019



APPROVE 2020 BOARD MEETING SCHEDULE

ITEM

Review and approve 2020 schedule of Regular Board Meetings. [RECOMMEND REVIEW AND APPROVE 2020 BOARD MEETING SCHEDULE]

BACKGROUND

Section 2.1 of the Board By-Laws states:

Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the Board Room at the District Office located at 148 South Wilson, Nipomo, CA. The Board of Directors reserves the right to cancel and/or designate other dates, places, and times for Director Meetings due to scheduling conflicts and holidays.

Proposed Regular Board Meeting Schedule for 2020

1st Meeting of Month	2nd Meeting of Month
January 8	January 22
February 12	February 26
March 11	March 25
April 8	April 22
May 13	May 27
June 10	June 24
July 8	July 22
August 12	August 26
September 9	September 23
October 14	October 28
Holiday (Veteran's Day) November 11	November 25
December 9	Recess – Holiday Season

Special Meetings will be called subject to Section 2.2 of the Board By-Laws as follows:

Special meetings may be called by the President or three (3) Directors with a minimum of twenty-four (24) hours public notice.

All meetings will be noticed pursuant to the Brown Act.

RECOMMENDATION

Staff recommends that your Board by motion and roll call vote approve the 2020 Board Meeting Schedule as presented above.