

TO: BOARD OF DIRECTORS

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER

FROM: JESSICA MATSON
PUBLIC INFORMATION
DIRECTOR

DATE: MARCH 2, 2017

AGENDA ITEM
D-4
MARCH 8, 2017

**AWARD GRANT FUNDS TO ACHIEVEMENT HOUSE, INC. IN THE
AMOUNT OF \$4,600 FOR SOLID WASTE REMOVAL**

ITEM

Award grant funds to Achievement House, Inc. in the amount of \$4,600 for clean-up of solid waste in the Nipomo area. [RECOMMEND APPROVE GRANT FUNDS AND DIRECT STAFF]

BACKGROUND

Achievement House, Inc. provides a variety of services including community based vocational training which encourage and support individuals with disabilities.

Achievement House has provided clean-up services for Nipomo since the program was pilot tested in late 2012. Since that time your Board has approved six solid waste program grant requests.

The clean-up effort in Nipomo has been well-received by the community thanks to the efforts of the individuals at Achievement House.

FISCAL IMPACT

Funding is available in Solid Waste Fund #300 of the approved Fiscal Year 2016-2017 Budget.

STRATEGIC PLAN

Goal 8. Additional Community Services.

Staff should focus on meeting the goals and objectives of existing services. Adding new services will be considered on a case-by-case basis and entered into only if funding can be found and existing services are not harmed.


- 8.3 Solid Waste. Seek to maximize solid waste services for community and build understanding of services like hazardous waste, recycling, etc. and District's role.

RECOMMENDATION

Award grant funds by motion and roll call vote and direct staff to execute a Grant Agreement with Achievement House in the amount of \$4,600.

ATTACHMENT

None.

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: MARCH 2, 2017

**AGENDA ITEM
D-5
MARCH 8, 2017**

**ADOPT RESOLUTION ACCEPTING
WATER LINE AND SEWER LINE EASEMENT
FOR TRACT 2441, APN 092-578-005**

ITEM

Consider adoption of resolution accepting water line and sewer line easement for Tract 2441, APN 092-578-005 [RECOMMEND ADOPT RESOLUTION].

BACKGROUND

A water line and sewer line easement is required for Tract 2441, APN 092-578-005, a 38 unit single-family subdivision at 676 Grande Avenue. In accordance with the District's requirements, the developer is required to provide the easement to the District prior to improvement plan approval and before a Will-Serve letter can be issued. The property owner has offered the attached easement to the District. The easement needs to be formally accepted by the Board before it can be recorded.

FISCAL IMPACT

Budgeted staff time was used to prepare this staff report.

STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost-effective manner.

6.3 Provide excellent customer service.

RECOMMENDATION

Staff recommends that the Board adopt Resolution 2017-XXXX Accepting Tract 2441 Easement.

ATTACHMENTS

- A. Resolution 2017-XXXX Accepting Tract 2441 Easement
- B. Easement Deed – Resolution Exhibit A

March 8, 2017

ITEM D-5

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE EASEMENT FROM
GRAY TRUST FOR TRACT 2441, APN 092-578-005**

WHEREAS, the Gray Trust (herein the "Owner") is the owner of certain real property identified as Tract 2441, Assessor Parcel Number 092-578-005 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 676 Grande Avenue, Nipomo, California; and

WHEREAS, Owner is improving said Property including the construction of certain water and sewer pipelines and appurtenances that will be dedicated to the District for operation and maintenance; and

WHEREAS, Owner has offered to the District a water pipeline and sewer pipeline easement ("Easement") for Tract 2441(EXHIBIT A).

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

- 1) The above recitals and findings are true and correct and incorporated herein by reference.
- 2) That the attached easement dated February 16, 2017 for a waterline easement and sewer easement for Tract 2441 is hereby accepted and staff is ordered to record the attached easement (Exhibit A).

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

AYES:
NOES:
ABSENT:
CONFLICTS:

The foregoing resolution is hereby adopted this 8th day of March 2017.

DAN ALLEN GADDIS
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY MCDONALD
District Legal Counsel

March 8, 2017

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 #: 092-578-005

**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 _____,

20____, by and between Gray Trust, (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 utility easements 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 water pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. **MAINTENANCE AND REPAIR**

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

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

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

contained within the Easement Area, without first receiving the written approval of District.

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

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

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

4. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

5. AUTHORITY TO EXECUTE.

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

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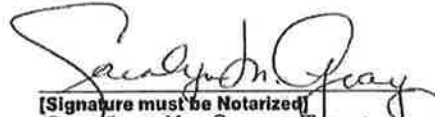
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):



[Signature must be Notarized]
Philip D. Gray, Trustee of the
Philip and Carolyn Gray Living
Trust dated December 7, 1983
[Type or print name]



[Signature must be Notarized]
Carolyn M. Gray, Trustee of the
Philip and Carolyn Gray Living
Trust dated December 7, 1983
[Type or print name]

Date: 2-16-17

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.

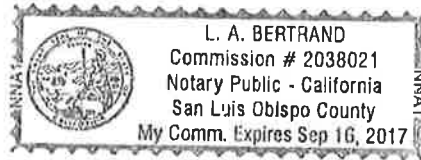
STATE OF CALIFORNIA }
 } ss.
COUNTY OF SAN LUIS OBISPO }

On February 16, 2017, before me, L. A. BERTRAND, a Notary Public, personally appeared **PHILIP D. GRAY and CAROLYN M. GRAY**, 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 *L. A. Bertrand*



Notary Name: L. A. BERTRAND

Commission Expiration Date: 9-16-2017

**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: Dan Allen Gaddis
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

EXHIBIT A

Legal Description

Lot 15 of the Mesa Grande Tract, in the County of San Luis Obispo, State of California, according to map recorded September 19, 1887 in Book A, Page 18 of Maps, in the office of the County Recorder of said county.

Terence K. Orton
Terence K. Orton
PE 21,807
12/10/14



Legal Description

Being a portion of Lot 15 of the Mesa Grande Tract, in the County of San Luis Obispo, State of California, according to map recorded September 19, 1887 in Book A, Page 18 of Maps, in the office of the County Recorder of said county.

Parcel 1 Proposed Street

Beginning at a point which lies on the easterly right of way of Blume Street as shown on said Book A, Page 18 at the westerly corner of said Lot 15; thence along the northerly line of said Lot 15 with a bearing of North 55°54'40" East a distance of 370.43 feet to the northerly corner of said Lot 15; thence along the easterly line of said Lot 15 with a bearing of South 34°19'43" East a distance of 40.00 feet; thence leaving said easterly line of Lot 15 on a line parallel to the said northerly line of said Lot 15 with a bearing of South 55°54'40" West a distance of 269.81 feet to a point hereinafter known as point "A"; thence continuing on said parallel line South 55°54'40" West a distance of 79.59 feet to a tangent 20.00 foot radius curve concave easterly; thence westerly along said curve through a central angle of 90°10'53" and an arc length of 31.48 to a point; thence North 35°13'27" West a distance of 60.08 feet to the point of beginning.

Parcel 2 Proposed Loop Street

Beginning at the point "A" as previously identified in Parcel 1; thence with a bearing of South 34°19'43" East a distance of 47.58 feet to a tangent 30.00 foot radius curve concave northeasterly; thence southeasterly along said curve through a central angle of 21°53'47" and an arc length of 11.46 feet to a point of reversed curvature with a 30.00 foot radius curve concave southwesterly; thence along said curve southeasterly through a central angle of 21°58'35" and an arc length of 11.51 feet; thence tangent to said curve South 34°14'54" East a distance of 167.31 feet to the beginning of a tangent 55.00 foot radius curve concave northeasterly; thence southerly and easterly along said curve through a central angle of 86°32'33" and an arc length of 83.07 feet to point; thence tangent to said curve North 59°12' 32" East a distance of 3.78 feet to a tangent 5.00 foot radius curve concave southerly; thence easterly along said curve through a central angle of 59°59'56" and an arc length of 5.24 feet to a point of reversed curvature with a 5.00 foot radius curve concave northerly; thence along said curve easterly through a central angle of 60°00'06" and an arc length of 5.24 feet; thence tangent to said curve North 59°12'23" East a distance of 47.53 feet to a tangent 5.00 foot radius curve concave northerly; thence easterly along said curve through a central angle of 59°59'54" and an arc length of 5.24 feet to a point of reversed curvature with a 5.00 foot radius curve concave southerly; thence along said curve easterly through a central angle of 59°26'09" and an arc length of 5.19 feet to a point of reversed curvature with a 49.00 foot radius curve concave westerly; thence along said curve easterly and northerly through a central angle of 92°58'20" and an arc length of 79.51 feet; thence tangent to said curve North 34°19'43" West a distance of 174.95 feet to a tangent 47.00 foot radius curve concave southwesterly; thence northwesterly along said curve through a central angle of

14°11'44" and an arc length of 11.64 feet to a point of reversed curvature with a 73.00 foot radius curve concave northeasterly; thence along said curve northwesterly through a central angle of 14°11'44" and an arc length of 18.09 feet; thence tangent to said curve North 34°19'43" West a distance of 42.48 feet to a point on Parcel 1; thence easterly along said Parcel 1, North 55°54'40" East 21.00 feet; thence leaving said Parcel 1 South 34°19'43" East 15.97 feet to a tangent 50.00 foot radius curve northeasterly; thence southeasterly along said curve through a central angle of 24°39'38" and an arc length of 21.52 feet to a point of reversed curvature with 45.00 radius curve concave southwesterly; thence southerly along said curve through a central angle of 24°39'38" and an arc length of 19.37 to a point; thence tangent to said curve South 34°19'43" East a distance of 191.16 feet to the beginning of a 75.00 foot radius curve concave northwesterly; thence southerly and westerly along said curve through a central angle of 93°32'15" an arc length of 122.44 feet; thence tangent to said curve, South 59°12'32" West a distance of 68.09 feet to a tangent 81.00 foot radius curve concave northeasterly; thence westerly along said curve through a central angle of 86°32'33" and arc length of 122.35 feet to a point hereinafter known as point "B"; thence tangent to said curve North 34°14'54" West a distance of 140.69 feet to tangent 50.00 foot radius curve concave northeasterly; thence northwesterly along said curve through a central angle of 06°44'45" an arc length of 5.89 feet to a point of reversed curvature with a 50.00 radius curve concave southwesterly; thence northwesterly along said curve through a central angle of 06°49'33" an arc length of 5.96 feet; thence tangent to said curve North 34°19'43" West a distance of 84.85 feet to the southerly line of Parcel 1; thence along said line of Parcel 1 North 55°54'40" East a distance of 21.00 feet to Point A and the point of beginning of Parcel 2.

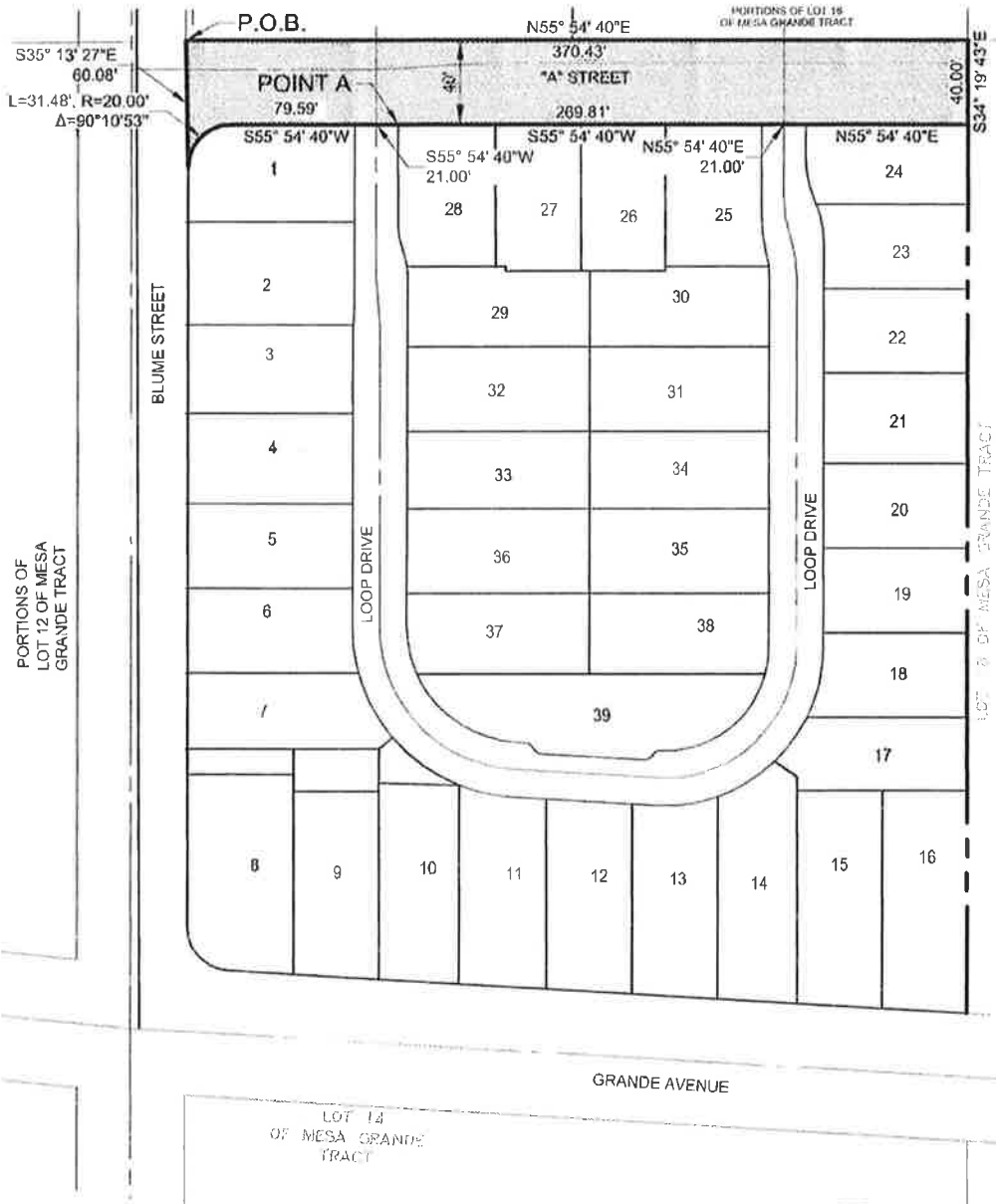
Parcel 3

Beginning at the point "B" as previously identified in Parcel 2; thence southeasterly along said Parcel 2, being an 81.00 foot radius curve concave northcasterly, through a central angle of 7°41'48" an arc distance of 10.88 feet to the point of beginning of Parcel 3; thence with a bearing of South 34°39'15" East a distance of 41.21 feet; thence with a bearing of South 55°54'40" West a distance of 18.00 feet; thence with a bearing of South 34°05'20" East a distance of 2.00 feet; thence with a bearing of South 55°54'40" West a distance of 39.00 feet; thence with a bearing of North 34°05'20" West a distance of 4.00 feet; thence with a bearing of South 55°54'40" West a distance of 22.00 feet to the easterly right of way of Blume Street; thence along said right of way South 34°16'13" East a distance of 20.00 feet; thence with a bearing of North 55°54'40" East a distance of 49.95 feet; thence with a bearing of South 34°19'43" East a distance of 8.00 feet; thence with a bearing of North 55°54'40" East a distance of 40.67 feet; thence with a bearing of North 34°19'43" West a distance of 4.00 feet; thence with a bearing of North 57°16'53" East a distance of 38.01 feet to a point on the southerly line of easement 2, being on an 81.00 foot radius curve concave northeasterly, a radial to point bears South 12°15'12" East; thence westerly and northerly along said curve through a central angle of 60°18'30" an arc length of 85.26 feet to the point of beginning of Parcel 3.


Terence K. Orton
PE 21,807



EXHIBIT C



PARCEL 1



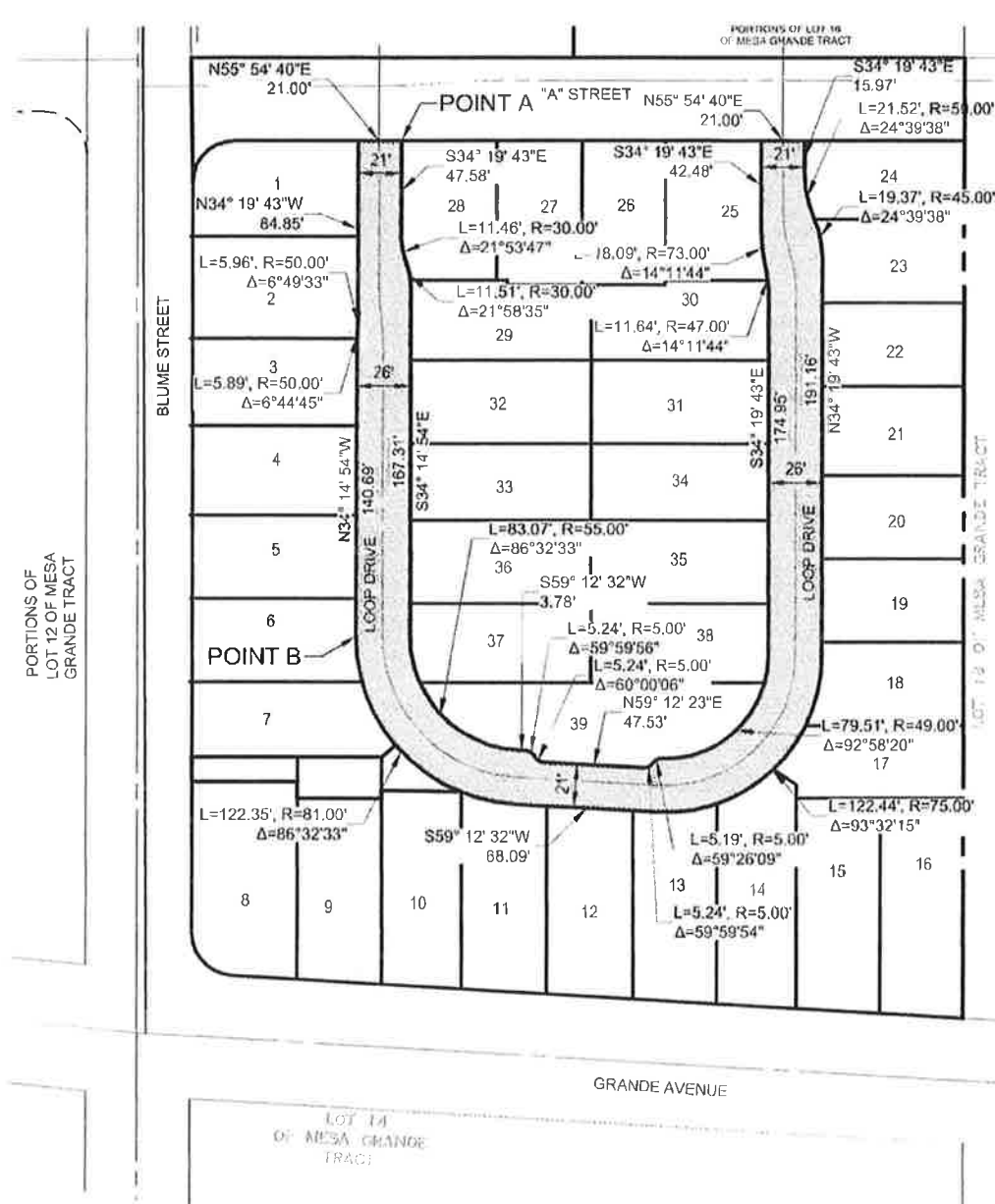
SCALE: 1"=80'

Water and Sewer Easement

ORTON ENGINEERING, INC
 1457 BLACKBERRY AVE
 ARROYO GRANDE, CA. 93420
 (805) 441-0167

EXHIBIT C
 LEGAL EXHIBIT TRACT 2441
 COUNTY OF SAN LUIS OBISPO, CA
 GREY TRUST

EXHIBIT C



PARCEL 2

Water and Sewer Easement

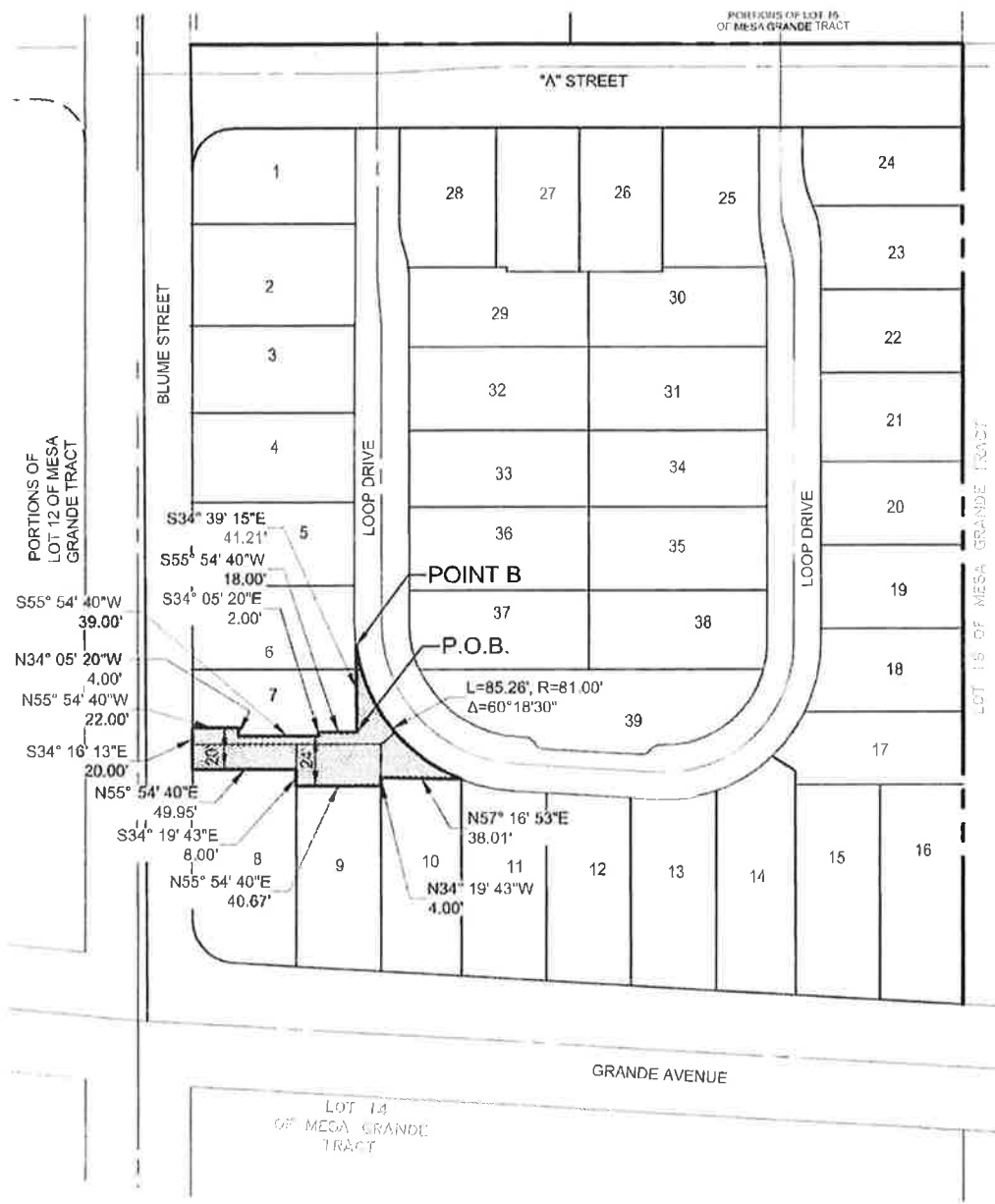


SCALE: 1"=80'

ORTON ENGINEERING, INC
 1457 BLACKBERRY AVE
 ARROYO GRANDE, CA. 93420
 (805) 441-0167

EXHIBIT C
 LEGAL EXHIBIT TRACT 2441
 COUNTY OF SAN LUIS OBISPO, CA
 GREY TRUST

EXHIBIT C



PARCEL 3



SCALE: 1"=80'

Water and Sewer Easement

ORTON ENGINEERING, INC
 1457 BLACKBERRY AVE
 ARROYO GRANDE, CA. 93420
 (805) 441-0167

EXHIBIT C
 LEGAL EXHIBIT TRACT 2441
 COUNTY OF SAN LUIS OBISPO, CA
 GREY TRUST

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: MARCH 2, 2017

AGENDA ITEM
D-6
MARCH 8, 2017

**ADOPT RESOLUTION OF APPRECIATION FOR MICHAEL SEITZ AND
THE LAW FIRM OF SHIPSEY & SEITZ**

ITEM

Adopt Resolution of Appreciation for former District Legal Counsel, Michael Seitz.

BACKGROUND

Michael Seitz and the law firm of Shipsey & Seitz served as District Legal Counsel for over twenty years. The District would like to thank Mr. Seitz and Shipsey & Seitz for their dedicated service to the community.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the Resolution of Appreciation for Michael Seitz and the law firm of Shipsey & Seitz.

ATTACHMENTS

- A. Resolution 2017-XXXX Michael Seitz

March 8, 2017

ITEM D-6

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-XXXX**

**A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO MICHAEL SEITZ
AND THE LAW FIRM OF SHIPSEY & SEITZ FOR CONTRIBUTIONS TO NIPOMO
COMMUNITY SERVICES DISTRICT**

WHEREAS, Jon S. Seitz was retained by the Board of Directors of Nipomo Community Services District on November 3, 1993 to serve as District Legal Counsel and diligently served in that capacity for more than twenty years until his untimely passing in May 2013; and

WHEREAS, Michael Seitz served the Nipomo Community Services District as Deputy Counsel from November 1993 to April 2013, and General Counsel from May 2013 to February 2017; and

WHEREAS, the law firm of Shipsey & Seitz set a high standard of legal excellence at Nipomo Community Services District resulting in many special districts in San Luis Obispo and Santa Barbara County using our District as a model to be followed; and

WHEREAS, the law firm worked tirelessly to guide the Board through significant legal obstacles providing astute and balanced counsel; and

WHEREAS, Generations have benefited from the hard work and dedicated service provided by the law firm; and

WHEREAS, Nipomo Community Services District owes a debt of gratitude to Jon S. Seitz, Michael Seitz and the law firm of Shipsey & Seitz for their service of protecting and promoting the interests of Nipomo.

NOW, THEREFORE, BE IT RESOLVED DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District expresses great appreciation and lasting gratitude to Michael Seitz and the law firm of Shipsey & Seitz and wishes them great success in future endeavors.

The Board unanimously adopted the foregoing resolution on March 8, 2017.

Dan Allen Gaddis, President

Ed Eby, Vice President

Bob Blair

Craig Armstrong

Dan Woodson

