


TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: AUGUST 29, 2017



**ACCEPT OFFER OF WATER AND SEWER IMPROVEMENTS AND EASEMENTS
FOR NIPOMO OAKS ASSISTED LIVING AND MEMORY CARE CENTER,
APN 092-572-058, AT JUNIPER STREET AND MARY STREET IN NIPOMO**

ITEM

Accept offer of water and sewer improvements and easements for Nipomo Oaks Assisted Living and Memory Care Center, APN 092-572-058, at Juniper Street and Mary Street in Nipomo [RECOMMEND ADOPT RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS AND EASEMENTS].

BACKGROUND

Upon completion of a developer's project, the District accepts improvements for the project after all requirements have been met. Nipomo Oaks Senior Living, LLC, the developer of Nipomo Oaks Assisted Living and Memory Care Center, APN 092-572-058, a commercial development at Juniper and Mary Street, has met the District's standard conditions:

- Installed water and sewer improvements that are to be dedicated to the District
- Paid associated capacity charges
- Provided an Offer of Dedication
- Provided required easements
- Provided project as-built drawings – Minor corrections pending
- Provided Engineer's certification – Receipt of original pending

Regarding the Plan Check and Inspection Fees, the developer 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. Staff will turn off water if all of these costs are not paid in a timely manner or if missing documentation is not provided in a timely manner.

FISCAL IMPACT

The developer paid District Capacity Charges in the amount of \$347,677 for the project. The project's plan check and inspection account has a balance of approximately \$6,881.

RECOMMENDATION

By motion and roll call vote, adopt Resolution accepting Nipomo Oaks Assisted Living and Memory Care Center improvements and easements.

ATTACHMENTS

- A. Resolution 2017-XXXX Accept Nipomo Oaks Assisted Living

August 30, 2017

ITEM 1

ATTACHMENT A

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

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING WATER AND SEWER IMPROVEMENTS AND EASEMENT FOR
NIPOMO OAKS ASSISTED LIVING AND MEMORY CARE CENTER**

WHEREAS, the District approved the construction plans on August 9, 2016, for the water and sewer improvements to be constructed to serve the Nipomo Oaks Assisted Living and Memory Care Center (Project); and

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

WHEREAS, on July 17, 2017, Blake Hoffman, representing Nipomo Oaks Senior Living, LLC, (herein the "Owner") offered the water and sewer improvements to the Nipomo Community Services District; and

WHEREAS, the District accepts such offer without obligation except as required by law; and

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

WHEREAS, Owner has offered to the District a sewer pipeline easement for Project (EXHIBIT A).

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

1. That the water and sewer improvements to serve the Nipomo Oaks Assisted Living and Memory Care Center in Nipomo are accepted by the District.
2. That the attached sewer pipeline easement is hereby accepted and staff is ordered to record the attached easement (EXHIBIT A).
3. That staff is authorized to set water meters to serve the project once all legal costs and the Plan Check and Inspection Agreement costs have been paid by the Owner.

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

AYES:

NOES:

ABSENT:

CONFLICTS:

The foregoing resolution is hereby adopted this 30th day of August 2017.

DAN A. GADDIS

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

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 #: 092-572-058

**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 July 17
20 17, by and between Nipomo Oaks Senior Living, LLC,
(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 a sewer line 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 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 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 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.

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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]

[Signature must be Notarized]

Blake Hoffman

[Type or print name]

[Type or print name]

Date: 7-13-17

CALIFORNIA ALL-PURPOSE 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 FRESNO

On July 13, 2017 before me, ASHLEE HOFFMAN, Notary Public,
personally appeared Blake Hoffman

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.

Ashlee Hoffman

Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

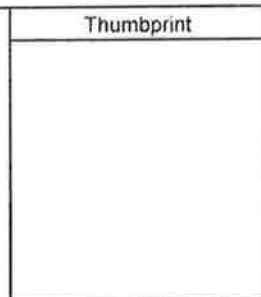
Name of Document: Grant of Easement

Document Date: 7/17/17

Number of Pages: 7

Number of Signatures Notarized (circle): 1 2 3 4 Other: _____

Thumbprint



**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

SEWER EASEMENT LEGAL DESCRIPTION

A PORTION OF PARCEL 2 OF COAL 13-0075, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THAT CERTIFICATE OF COMPLIANCE FILED AS DOCUMENT # 2014-053130 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY, AS SHOWN ON THAT MAP, RECORDED NOVEMBER 16TH, 2015, FILED IN BOOK 111, AT PAGE 53 OF RECORD OF SURVEYS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 2;

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 5° 01' 27" WEST, 1.33 FEET;

THENCE, LEAVING THE NORTHWESTERLY LINE OF PARCEL 2, NORTH 55° 30' 00" EAST, 154.77 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A 290.00 FOOT RADIUS, THROUGH A CENTRAL ANGLE OF 13° 55' 36", AN ARC LENGTH OF 70.49 FEET;

THENCE, NORTH 55° 30' 17" EAST, 231.20 FEET; TO AN INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 117.91 FEET, TO WHICH BEGINNING OF CURVE A RADIAL BEARS NORTH 11° 18' 40" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 11' 12", AN ARC DISTANCE OF 47.72 FEET;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, SOUTH 55° 30' 21" WEST, 408.29 FEET TO THE POINT OF BEGINNING;

THE SIDELINES OF THE HEREIN ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED TO INTERSECT EACH OTHER AT ANGLE POINTS AND WHERE SAID SIDELINES INTERSECT APPLICABLE PROPERTY BOUNDARIES.

THE ABOVE DESCRIBED AREA OF LAND CONTAINS 2,482 SQUARE FEET MORE OR LESS, AND IS SHOWN ON ATTACHED EXHIBIT B.

END DESCRIPTION

PREPARED BY: *Lester E. Carter Jr.* 07-17-17
LESTER E. CARTER JR., PLS 6148 DATE
MY REGISTRATION EXPIRES: 3/31/2018



EXHIBIT 'B'

POINT OF BEGINNING
NORTHWESTERLY
CORNER OF PARCEL 2
COAL 13-0075

N11°18'40"W
(RAD)

S5°01'27"W
1.33'

JUNIPER STREET

L=47.72', R=117.91'
Δ=23°11'12"

N55°30'00"E 154.77'

S55°30'21"W 408.49'

N55°30'17"E 231.20'

DETAIL 1

L=70.49'
R=290.00'
Δ=13°55'36"

N20°34'24"W
(RAD)

SEWER EASEMENT
AREA=2,482 SQ. FT.

DETAIL 1

SCALE: 1" = 10'

PARCEL 2
COAL 13-0075
(DOC # 2014-053130)

S5°01'27"W
1.33'

S55°30'21"W

N55°30'00"E

DRAINAGE BASIN
(DOC # 2000-014784&85)

MARY AVE

PARCEL 1
COAL 13-0075
(DOC # 2014-053129)

1064-OR-447
10-RS-56

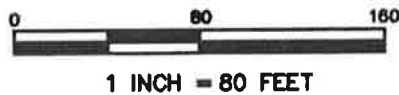


EXHIBIT B
SEWER EASEMENT
PARCEL 2 OF COAL 13-0075
COUNTY OF SAN LUIS OBISPO, CA

DRAWN BY DW	CHECKED BY LEC	SCALE 1" = 80'	DATE 7/17/17
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TO: BOARD OF DIRECTORS

FROM: MARIO E. IGLESIAS
GENERAL MANAGER



DATE: AUGUST 29, 2017

AGENDA ITEM

2

AUGUST 30, 2017

**CONDUCT THE DISTRICT'S 2017 STRATEGIC PLAN
UPDATE WORKSHOP**

ITEM

Conduct the District's 2017 Strategic Plan Update workshop [RECOMMEND CONDUCT WORKSHOP].

BACKGROUND

In March 2014, your Board adopted the *2014 Strategic Plan*. The Board reviews the Strategic Plan annually to assess its relevance and to take measure of its goals and objectives. The last review was completed by your Board in February 2017. At that time your Board concluded that it was appropriate to consider updating the Strategic Plan as many of the priorities had been achieved and new issues were pending.

Since 2006, the Board has used Strategic Planning as an intricate part of identifying, developing, and advancing the District's work plan to achieve well-defined outcomes.

In June 2017 your Board approved a Task Order for Rauch Communications Consultants Inc. to update the Nipomo CSD 2014 Strategic Plan.

Martin Rauch, Senior Consultant with Rauch Communication Consultants, Inc. will lead the Strategic Plan Update workshop.

FISCAL IMPACT

Strategic planning helps focus limited staff resources and improve efficiency. Implementation of the Plan will be dependent on subsequent adoption of budgets and approval of specific projects. Budgeted staff time was used to prepare this report.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that your Honorable Board participate in the workshop.

ATTACHMENTS

None