

TO: BOARD OF DIRECTORS  
REVIEWED: RAY DIENZO, P.E. *RD*  
GENERAL MANAGER  
FROM: PETER V. SEVCIK, P.E.  
DIRECTOR OF ENGINEERING  
AND OPERATIONS  
DATE: OCTOBER 3, 2023

**AGENDA ITEM  
D-4  
OCTOBER 11, 2023**

**CONSIDER REQUEST FOR WATER, SEWER AND SOLID WASTE  
SERVICE (INTENT-TO-SERVE LETTER) FOR TRACT 3056,  
A 36 UNIT RESIDENTIAL DEVELOPMENT ON FLINT PLACE,  
APNS 092-575-001 AND 092-576-005**

**ITEM**

Consider request for water, sewer and solid waste service (Intent-to-Serve Letter) for Tract 3056, a 36-unit residential development located on Flint Place, APN 092-575-001 and 092-576-005 [RECOMMEND CONSIDER INTENT-TO-SERVE LETTER AND APPROVE WITH CONDITIONS].

**BACKGROUND**

The District received an application for water, sewer and solid waste service for Tract 3056, located on Flint Place, APN 092-575-001 and 092-576-005, on September 21, 2023. The applicant, Flint, a General Partnership, is requesting water, sewer, and solid waste service for 12 single family residential units and 24 multifamily dwelling units.

The District previously issued an Intent-to-Serve letter for the project in July 2019, however the scope of the project has been downsized and the Intent-to-Serve letter has expired.

The project will consist of a subdivision of existing parcel APN 092-575-001 into 12 single family residential lots as well as development of 24 multifamily dwelling units on existing parcel APN 092-576-005. APN 092-575-001 (0.96 acres) is zoned Residential Multi Family and the District does not currently provide water, sewer or solid waste service for the parcel. APN 092-576-005 (1 acre) is zoned Commercial Retail and the District currently provides water and solid waste service to the parcel.

All parcels, existing and planned, will be required to obtain water, sewer and solid waste service in compliance with current District standards. Any existing well(s) on the property will not be utilized to provide domestic water service to any part of the project.

In accordance with the District's Supplemental Water Accounting Policy, Resolution 2015-1372, water demand for the project will be tracked against the 500 AFY supplemental water project capacity reservation for new development. Based on the preliminary information provided, total water demand for the project is estimated at 9.4 acre-feet per year (AFY). After applying a credit of 0.53 AFY for the existing service (1 @ 1-inch), the project's supplemental water demand is estimated at 8.9 AFY. Sufficient supplemental water for the project is available.

Sufficient wastewater treatment capacity for the project is available in the District's Southland WWTF.

**FISCAL IMPACT**

Water and sewer capacity fees will be based on the domestic and irrigation meter sizes requested for the final County approved project as well as CAL FIRE's fire service requirements. Based on the preliminary information provided, the following services are proposed:

- Domestic: 12 @ 1-inch, 1 @ 2-inch
- Irrigation: 1 @ 1-inch
- Fire: 1 @ 2-inch
- Sewer: 13 services

The estimated fee deposit for the project is \$456,213 based on the current FY 2023-2024 District fee schedule including a credit for 1 existing 1-inch water service. Fees for Connection shall be calculated and owing as of the date the District accepts the public water and sewer improvements for the project and sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.

**RECOMMENDATION**

Staff recommends that the Board approve the Applicant's request for an Intent-to-Serve letter for the project with the following conditions:

**PROJECT-SPECIFIC CONDITIONS**

- Each new single family parcel shall be served by a single 1-inch meter and backflow assembly for indoor use and fire sprinkler service, if approved by CAL FIRE of SLO County. Water capacity charges are applicable.
- A single 2-inch meter and backflow assembly shall be provided for indoor water use for the new multifamily dwelling unit parcel. Water capacity charges are applicable.
- A separate 1-inch irrigation meter and backflow assembly shall be provided for the new multifamily dwelling unit parcel. Water capacity charges are applicable.
- A separate 2-inch or larger fire sprinkler service, as required and approved by CAL FIRE of SLO County, shall be provided for fire sprinkler service for the new multifamily dwelling unit parcel. Fire capacity charges are applicable.
- Applicant shall be required to install all necessary water and sewer facilities adjacent to project. Improvements anticipated include, but are not limited to, extending water and sewer lines on Flint Place adjacent to the project.
- Recorded Covenants, Conditions, and Restrictions (CC&R's), acceptable to the District, that include provisions for maintenance of common parcel sanitary sewer lines and formation of property owners' association that is responsible for payment of all costs related to common parcel sanitary sewer line, is required.

**STANDARD CONDITIONS**

- Project shall obtain water, sewer and solid waste service for all parcels.
- CAL FIRE of SLO County must approve the development plans prior to District approval. Fire capacity charges are applicable if dedicated fire service laterals are required.
- Record a restriction, subject to District approval, on the property prohibiting the use of well(s) to provide water service to any parcel within the Project.

- Properly abandon any existing groundwater wells and provide documentation to District.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Comply with District water conservation program.
- Pay all appropriate District fees associated with this development.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval.
- Enter into a Plan Check and Inspection Agreement and provide a deposit.
- Submit improvement plans in accordance with the District Standards and Specifications for review and approval. Applicant shall provide plans consistent with current District Standards and based on the proposed lot configuration.
- Any easements required for water and sewer improvements that will be dedicated to the District shall be offered to the District prior to final improvement plan approval.
- Any easements required for private water and sewer laterals shall be recorded prior to final improvement plan approval and shall be subject to District approval.
- All water and sewer improvements to be dedicated to the District shall be bonded for or otherwise secured in the District's name prior to issuance of Will Serve letter.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the District.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will Serve Letter in an amount equal to the then calculated Fees for Connection.
- Fees for Connection shall be calculated and owing as of the date the District sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.
- Construct the improvements required and submit the following:
  - Reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and water and sewer improvements
  - Offer of Dedication
  - Engineer's Certification
  - Summary of all water and sewer improvement costs
  - Copy of recorded Covenants, Conditions, and Restrictions (CC&R's), acceptable to the District, that include provisions for maintenance of common areas and for payment of all costs related to common sewer line.
- Solid waste collection services are mandatory. Applicant shall provide proof that the Project is provided with solid waste removal services in accordance with District regulations.
- The District will set water meter(s) upon proof of a building permit from the County of San Luis Obispo, the District's acceptance of improvements to be dedicated to the District, if applicable, and the final payment of all charges and fees owed to the District.
- This letter is void if land use is other than residential use as defined by the District.
- Intent-to-Serve letters shall automatically terminate three (3) years from date of issuance. However, Applicant shall be entitled to a one-year extension upon the following conditions:
  - Applicant makes written application for the extension and pays extension letter fee prior to the expiration of the Intent-to-Serve Letter.
  - Applicant provides proof of reasonable due diligence in processing the Project.
  - Applicant agrees to revisions of the conditions contained in the Intent-to-Serve letter consistent with then existing District policies.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.

- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.
- District service is conditioned on the applicant complying with all terms, conditions, rules, and regulations of other agencies that have jurisdiction over the project.
- This Intent-to-Serve letter shall not be interpreted as the District's Board of Directors endorsement of the project.
- The District reserves the right to revoke this Intent-to-Serve letter at any time.
- The Applicant shall provide a signed copy of the Intent-to-Serve letter within thirty (30) days of issuance.

**ATTACHMENTS**

- A. Application
- B. Site Plan

OCTOBER 11, 2023

ITEM D-4

ATTACHMENT A



# NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET  
POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932  
Website: ncsd.ca.gov

Office use only:  
Date and Time  
Complete  
Application and  
fees received:

RECEIVED

SEP 21 2023

NIPOMO COMMUNITY SERVICES DISTRICT

## INTENT-TO-SERVE APPLICATION

- This is an application for:  Sewer and Water Service  Water Service Only
- SLO County Planning Department/Tract or Development No.: TR3056
- Project location: Flint Place
- Assessor's Parcel Number (APN) of parcel(s) to be served: 092-575-001 092-576-005
- Owner Name: Flint a General Partnership
- Mailing Address: PO Box 15747 San Luis Obispo, Ca. 93406
- Email: cgeihs@slonet.org
- Phone: 805-773-4603 FAX: \_\_\_\_\_
- Agent's Information (Architect or Engineer):  
Name: Cebulla Associates  
Address: PO Box 42 Pismo Beach, Ca. 93448  
Email: mtceb@yahoo.com  
Phone: 805-440-5016 FAX: \_\_\_\_\_

10. Type of Project: (check box) (see Page 3 for definitions)

<input checked="" type="checkbox"/> Single-family dwelling units	<input checked="" type="checkbox"/> Multi-family dwelling units
<input type="checkbox"/> Commercial	<input type="checkbox"/> Mixed Use (Commercial and Residential)

11. Does this project require a sub-division?  Yes  No

If yes, number of new lots created 12

12. Site Plan:

**For all projects, submit three (3) standard size (24" x 36") and one reduced copy (8½" x 11") of site plans.**

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable. **Note that the District only provides one domestic meter per parcel.**

13. Board Approval:

Board approval is required for the following type of projects:

- more than four dwelling units
- property requiring sub-divisions
- higher than currently permitted housing density
- commercial developments

**14. RESIDENTIAL SERVICE**

Single Family Residential (SFR)

Number of Parcel's created	12	Proposed number of SFR	12
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Multi-Family Residential (MFR)

Number of Parcel's created	1	Proposed number of MFR	24
Number of Domestic Meter(s)	1	Estimated Meter Size(s)	2"
Number of Landscape Meter(s)	8 (incl. 1" meter will use for landscape)	Estimated Meter Size(s)	
Number of Fire System(s)	1	Estimated Meter Size(s)	2"

**15. COMMERCIAL AND/OR MIXED USE SERVICE DEMAND ESTIMATES:**

Commercial and Mixed Use

Number of Parcel's created		Proposed number of residential dwellings	
Number of Domestic Meter(s)		Estimated Meter Size(s)	
Number of Landscape Meter(s)		Estimated Meter Size(s)	
Number of Fire System(s)		Estimated Meter Size(s)	

16. Provide an estimate of yearly water (AFY) and sewer (gallons) demand for the project prepared by a licensed Engineer/Architect.

**Agreement:**

The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities resulting from the negligence or willful misconduct of the District.

Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782

**Application Processing Fee.....See Attached Fee Schedule on Page 3**

The District will only accept cashier's check or bank wire for the payment of Water Capacity, Sewer Capacity and other related development fees.

Date 09-4-23

Signed



(Must be signed by owner or owner's agent)

Print Name

Matt Cebulla

**DEFINITIONS**

(Please note – these definitions do NOT reconcile with standard SLO County Planning Department definitions)

**Single-family dwelling unit** – means a building designed for or used to house not more than one family.

**Accessory (Secondary) dwelling units** – means an attached or detached secondary residential dwelling unit on the same parcel as an existing single-family (primary) dwelling. A secondary unit provides for complete independent living facilities for one or more persons.

**Multi-family dwelling unit** – means a building or portion thereof designed and used as a residence for three or more families living independently of each other under a common roof, including apartment houses, apartment hotels and flats, but not including automobile courts, or boardinghouses.

**Two-family dwelling units (duplex)** – means a building with a common roof containing not more than two kitchens, designed and/or used to house not more than two families living independently of each other.

**Commercial** – all non-residential and mixed-use projects.

**APPLICATION FEES AND CHARGES**  
**EFFECTIVE July 1, 2023**

PROJECT SIZE/TYPE	TOTAL AMOUNT DUE AT TIME OF APPLICATION**
Residential <4 units	\$1,437.40
Residential 4-20 units	\$1,974.39
Residential > 20 units	\$2,324.61
Commercial <1 acre	\$1,974.39
Commercial 1-3 acres	\$2,324.61
Commercial > 3 acres	\$3,211.79
Mixed Use with less than 4 Dwelling Units	\$2,324.61
Mixed Use with four or more Dwelling Units	\$3,211.79
*Outside Consulting and Legal fees will be billed to the Applicant at direct rate.	

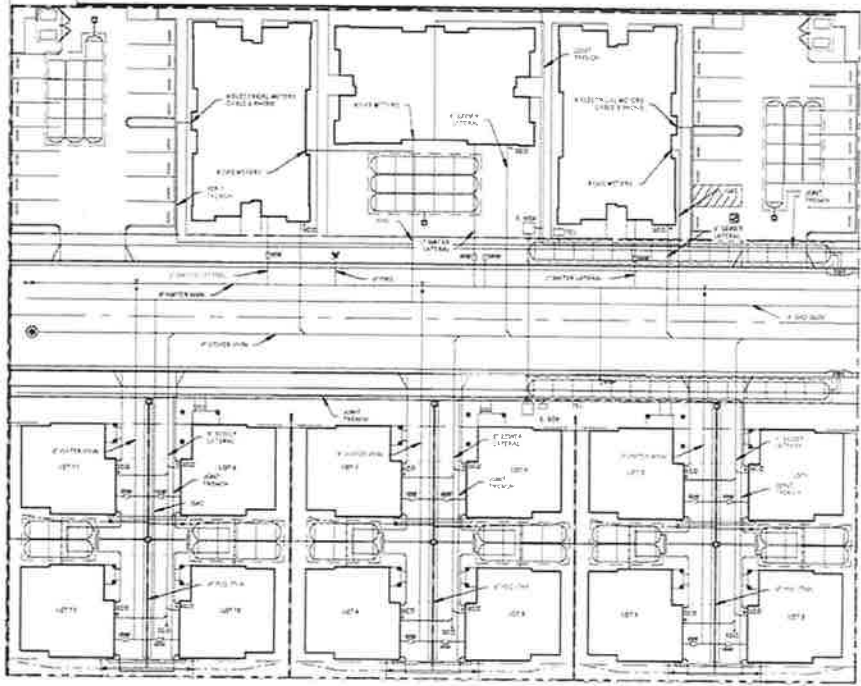
\*\*Commencing on July 1, 2008 and each year thereafter the Application Fees shall be adjusted by a Consumer Price Index formula.



OCTOBER 11, 2023

ITEM D-4

ATTACHMENT B



**DIGALERT**  
 CALL BEFORE YOU DIG  
 800-485-5742  
 www.digalert.com

**BENCHMARK**  
 DESCRIPTION: 1/4\"/>

**PLANS PREPARED BY:**  
**AIS CIVIL ENGINEERING & LAND SURVEYING**  
 Address: 2701 S. Chapman Ave. STE. 200, Gilroy, CA 95020  
 Phone: 408.822.0200  
 Email: info@aiscs.com

**SEAL**  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 8001  
 Exp. 12/31/2018  
 State of California

**APPROVED BY:**  
 SPECIALIST OF PUBLIC WORKS  
 BY COMPLETION OF:  
 DATE:

**COUNTY OF SAN LUIS OBISPO**  
**COMPOSITE UTILITY PLAN**  
**12 UNIT P.U.D. DEVELOPMENT**  
**LOT 27 - TRACT MAP 2732**

**PROJECT NO.**  
**DATE**  
**BY**  
**PROJECT DATE**  
**PROJECTED DATE**

TO: BOARD OF DIRECTORS  
FROM: RAYMOND DIENZO *R.D.*  
GENERAL MANAGER

**AGENDA ITEM**  
**D-5**  
**OCTOBER 11, 2023**

REVIEWED: Craig A. Steele  
General Counsel

DATE: October 4, 2023

**CONSIDER LIABILITY CLAIM FROM BRENT A. ROBINSON, ESQ. ON BEHALF OF UNIDENTIFIED MEMBER(S) OF PURPORTED CLASS OF PUBLIC EMPLOYEES**

**ITEM**

Liability claim from Brent A. Robinson, Esq. on behalf of unidentified members of purported class of former public employees received August 11, 2023. [Recommend Deny Claim and Direct Staff to Provide Notice of Rejection]

**BACKGROUND**

On August 11, 2023 the Nipomo Community Services District ("District") received a purported liability claim from attorney Brent A. Robinson, who claims to represent Cari McCormick, a former employee of Lake County. The purported claim is really a request for a "right-to-sue" from the California Civil Rights Division based on Ms. McCormick's allegation that her former employer and CALPERS discriminated against her in the methodology used to calculate a disability pension. Ms. McCormick's lawyer is trying to claim that this filing is the first step in a contemplated class action lawsuit against many public agencies that provide CALPERS retirement benefits. The purported claim does not identify any District employees or former employees that may be a part of the purported "class," and does not actually allege that the District caused any damage at all to any individual. The purported claim speculates that one or more former District employees could be in the class simply because the District is a CALPERS member.

The purported claim is obviously insufficient, in that it does not identify any basis for liability on behalf of the District. Based on the recommendation of the District's insurer and the General Counsel, on August 29, 2023 the District sent attorney Robinson a Notice of Insufficient Claim and Notice of Late Claim. The reasons for each Notice are set out in the letter, which is attached. On September 12, 2023, attorney Robinson provided a response which simply states that the District's position was wrong, but does not provide any additional information to address the insufficiency. The claimant does not request leave to file a late claim, as required by law. The insufficient and late claims should be a bar to proceeding with a lawsuit against the District, if attorney Anderson ever identifies a District employee that is actually a member of the purported class.

Because the claim has not been corrected and no request for leave to file a late claim has been filed, counsel and the insurer recommend that your Board reject the claim at this time.

**FISCAL IMPACT**

No current fiscal impact. If a future lawsuit is filed, the District may incur attorneys' fees since the insurer has taken the position that this would not be a covered claim.

**STRATEGIC PLAN**

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

**RECOMMENDATION**

Staff recommends that the Board deny the claim and direct staff to provide notice of denial.

**ATTACHMENTS**

- A. Claim received August 11, 2023
- B. Notice of Insufficient Claim and Notice of Late Claim
- C. Response from Attorney Dated September 12, 2023

OCTOBER 11, 2023

ITEM D-5

ATTACHMENT A

June 28, 2023

RECEIVED

AUG 11 2023

NIPOMO COMMUNITY  
SERVICES DISTRICT

To Whom It May Concern:

My firm represents Cari McCormick. Enclosed you will find an administrative charge, with exhibits, filed by Ms McCormick with the California Civil Rights Department, naming as respondents the California Public Employees' Retirement System, Lake County, and the State of California.

As the charge explains, Ms McCormick's claims concern how certain pension benefits are calculated and paid through CalPERS. Those claims are brought *on behalf of* a putative class of California public employees ("Plaintiff Class"). Those claims are brought *against* a putative class of California public entity employers who employed one or more members of the proposed plaintiff class ("Defendant Class"). Ms McCormick will propose that the State of California, as represented by the California Attorney General's Office, serve as class representative for the proposed Defendant Class.

We have reason to believe your public entity may have employed one or more members of the proposed Plaintiff Class, because your public entity contracts to pay pension benefits through CalPERS. For that reason, we are serving Ms McCormick's FEHA charge on your public entity pursuant to Government Code section 12962(b). In addition, to the extent the government claim presentation requirements may apply, we hereby present the enclosed charge as a government claim.

For more information, please see the enclosed charge.

Regards,

AIMAN-SMITH & MARCY  
PROFESSIONAL CORPORATION

/s/ Brent A. Robinson

Counsel for Plaintiff Cari McCormick  
[bar@asmlawyers.com](mailto:bar@asmlawyers.com)

Enclosures



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Brent Robinson  
Aiman-Smith & Marcy, 7677 Oakport Street, Suite 1150  
Oakland, California 94621

RE: **Notice to Complainant's Attorney**  
CRD Matter Number: 202306-20925508  
Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Brent Robinson:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, CRD will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

RE: **Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202306-20925508

Right to Sue: McCormick / California Public Employees' Retirement System et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department





Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Cari McCormick

RE: **Notice of Case Closure and Right to Sue**  
CRD Matter Number: 202306-20925508  
Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Cari McCormick:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 8, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department



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**Additional Complaint Details:** See Exhibits A, B, and C attached hereto.

Date Filed: June 8, 2023

1 VERIFICATION

2 I, **Brent A. Robinson**, am the **Attorney** in the above-entitled complaint. I have read  
3 the foregoing complaint and know the contents thereof. The matters alleged are  
4 based on information and belief, which I believe to be true.

5 On June 8, 2023, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

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**San Francisco, CA**

**EXHIBIT A**

**Exhibit A – Claim Narrative**

Plaintiff Cari McCormick is an individual.

Defendants California Public Employees' Retirement System ("CalPERS"), State of California, and County of Lake are California governmental entities.

Plaintiff is ignorant of the true names or capacities of defendants named herein as Does 1 through 3,000, inclusive, and therefore identifies these defendants by these fictitious names. Each of the defendants named herein or designated as a Doe, is liable or in some manner legally responsible for the events alleged herein.

Plaintiff seeks to have the State of California, represented by the California Attorney General's Office, appointed to represent a defendant class, which includes all public entities that both employed one or more Plaintiffs, and are liable for employer-side retirement contributions for one or more Plaintiffs. A list of public entities believed to potentially be included within that defendant class, based on their listing as employers within the 2021-2022 Annual Comprehensive Financial Report published by CalPERS, is attached as Exhibit C.

Plaintiff refers to all defendants here collectively as "Defendants."

Plaintiff seeks to represent a plaintiff class of similarly situated persons. The class includes all persons who were employed by Defendants; who were at or over age 40 at the time they became members of the CalPERS system; who applied for and were granted ordinary disability retirement; whose retirement benefits are administered by CalPERS; and either (1) who have ever received disability retirement benefit payments pursuant to Government Code section 21423, who were over age 41 at membership in CalPERS, and who at retirement were credited with 18.518 or fewer years of actual service; or (2) who have ever received disability retirement benefit payments pursuant to Government Code section 21098, and who at retirement were credited with 24.691 or fewer years of actual service; or (3) who have ever received disability retirement benefit payments pursuant to Government Code section 21424, and who at retirement were credited with 29.629 or fewer years of actual service.

Plaintiff was employed by County of Lake; was over age 40 at membership in CalPERS; applied for and was granted ordinary disability retirement; receives benefits administered by CalPERS; and presently receives monthly disability benefit payments pursuant to one of the sections listed above. *See, generally, McCormick v. Public Employees' Retirement System* (2019) 41 Cal.App.5th 428.

Plaintiff refers to herself and the proposed plaintiff class collectively as "Plaintiffs."

At all relevant times, each of the Defendants was the agent of each of the remaining Defendants and, in doing the things alleged herein, was acting with the course and scope of such agency.

Each of the Defendants' actions or omissions as alleged herein was ratified by each of the remaining Defendants. Each of the acts or omissions of a Defendant's agents as alleged herein was ratified by that Defendant, as well as by each of the remaining Defendants. Each of the Defendants had knowledge of unlawful discrimination practiced upon its employees by the other Defendants, and failed to thereafter take all reasonable steps to prevent further discrimination against its employees. Each of the Defendants provided substantial assistance or encouragement to the other Defendants in the discrimination alleged here, and thereby caused harm to Plaintiff and the proposed class. Each of the Defendants had knowledge of the discrimination alleged here, and cooperated in that discrimination. For purposes of the discrimination alleged here, each of the Defendants was a joint employer and engaged in a joint venture, including by engaging in a combination of resources to carry out a single undertaking, with each having separate ownership interests in the joint undertaking, joint control, and an agreement to share profits and losses of that joint undertaking.

California law governs Plaintiffs' retirement benefits, and provides for ordinary disability retirement benefits for certain public employees such as Plaintiff who are rendered unable to do their job by any non-industrial long-term disability.

California law calculates such ordinary disability retirement benefits in a way that discriminates based on advanced age at membership. Government Code sections 21098, 21424, and 21423 each provides for younger employees to receive an ordinary disability retirement benefit equal to at least 33.333% of their final compensation. By contrast, older employees receive significantly reduced benefits, because those benefits are based on imputed years of service through age 60. For example, assume two state miscellaneous first-tier employees are otherwise identical, except that one was hired at age 18, the other at age 49. Each puts in 10 years of actual credited service, and each is forced to retire due to disabilities. The 18-year-old-at-hire will receive a benefit equal to 33.333% of his final compensation, because the formula gives him service credit as if he had worked without interruption through age 60. By contrast, the 49-year-old-at-hire will receive a benefit equal to just 19.8% under section 21423, with the difference in benefit amounts solely due to the older employee's advanced age.

Defendants are liable for disparate treatment. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants paid Plaintiffs reduced retirement benefits compared to employees younger at membership. Plaintiffs' age over 40 at membership was a substantial motivating factor in Defendants' determination and payment of the amount of Plaintiffs' disability retirement benefits. Plaintiffs have been harmed. Defendants' payment of reduced benefits to Plaintiffs is a substantial factor in causing them harm.

Defendants are also liable for pattern-or-practice of intentional discrimination. Discrimination is Defendants' standard operating procedure, rather than an unusual practice, and that standard operating procedure is a substantial factor in harming Plaintiffs.

Defendants are also liable for disparate impact. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants maintained a common policy or practice that has a disproportionate adverse effect on persons over age 40 at membership. Plaintiffs have been harmed. Defendants' policy or practice was a substantial factor in causing Plaintiffs' harm.

Defendants are also liable for their failure to prevent discrimination against Plaintiffs. Defendants knew or should have known of the above-alleged discrimination, and failed to take all reasonable steps necessary to prevent the same from occurring, thereby causing harm to Plaintiffs.

Defendants are also liable for breach of contract. At hiring, Defendants promised Plaintiffs future pay in exchange for present work, and Defendants' monthly retirement benefit payments are wages paid after the fact for Plaintiffs' years of labor. *See, e.g., Kern v. Long Beach* (1947) 29 Cal.2d 848, 850-852. The retirement benefit provisions at issue are contractual terms of class members' employment agreements: by those retirement provisions, Defendants promised class members future pay in exchange for present work, and once class members began performance, class members obtained a vested contractual right to the benefits Defendants had promised. *See, e.g., McGlynn v. State of California* (2018) 21 Cal.App.5th 548, 559.

Defendants maintained express written contractual terms of employment that provided for class members to be paid reduced retirement benefits based on their advanced ages at hiring. *See, Gov. Code §§ 21098, 21424, 21423.* Those terms of employment violate or are contrary to overriding state laws (*i.e.*, Gov. Code § 12940, subd. (a)) regulating such terms of employment, by providing for reduced compensation based solely on an employees' advanced age at hiring. To that extent, those terms of employment are contrary to superseding state law, they are illegal contractual terms, they are contrary to public policy, and they are therefore void. *See, Civil Code § 1667.* The unlawful terms of Plaintiffs' contracts with Defendants are severable, such that the illegal contract terms should be severed, and the balance of the contracts enforced. *Armendariz v. Found. Health Psychcare Servs., Inc.* (2000) 24 Cal.4th 83, 124. With illegal contractual terms severed, class members' contracts with the Defendants provide for class members to receive equal retirement benefits.

Alternately, FEHA's prohibition on age discrimination constitutes a contractual term of employment implied by operation of law into Plaintiffs' employment agreements with Defendants, such that Defendants were subject to a contractual duty to pay nondiscriminatory retirement benefits. *See, Castillo v. Express Escrow Company* (2007) 146 Cal.App.4th 1301, 1308 ("all laws in existence when the agreement was made become part of the contract"); *Anderson v. Time Warner Telecom of California* (2005) 129 Cal.App.4th 411, 418 ("All applicable laws are presumed to be known by the parties and to form a part of the agreement as if those laws were expressly referred to and incorporated."); *Coral Farms, L.P. v. Mahony* (2021) 63 Cal.App.5th 719, 731 ("The incorporation of current law into a contract is presumed and does not require a deliberate expression by the parties.").



The terms of Plaintiffs' employment contracts were sufficiently clear that the parties could understand what each was required to do, the parties exchanged consideration, and the parties agreed to terms. Plaintiffs did all, or substantially all, of the significant things their contracts required of them. Defendants failed to pay non-discriminatory benefits under the contracts, or paid discriminatory benefits in violation of the contracts. Plaintiffs were harmed. Defendants' breaches of contract were a substantial factor in causing Plaintiffs' harm.

The harm to Plaintiffs includes the loss of retirement benefits, the loss of additional amounts of money each would have received had he or she not suffered such unlawful discrimination, and harm in the form of humiliation, mental anguish, and emotional distress.

Defendants are also liable for prospective relief for violations of California's Equal Protection clause. Such relief includes declaratory relief, injunctive relief, and issuance of writs of mandamus and/or prohibition.

Thus, Defendants' unlawful policies and practices as alleged adversely affect, in a similar manner, a class of persons of which Plaintiff is a member, and raise substantial questions of law and fact that are common to that class. For those reasons, Plaintiff files this charge on behalf of a class of all others similarly situated, and seeks to represent the same.

**EXHIBIT B**

**Exhibit B – Required Claim Information (Gov. Code § 910)**

Name of Claimant:	Cari McCormick
Address of Claimant, and Address Where Notices re Claim Should Be Sent:	Cari McCormick c/o Brent A. Robinson Aiman-Smith & Marcy, PC 7677 Oakport Street, Suite 1150 Oakland, CA 94621
Date, Place, and Other Circumstances of the Occurrence or Transaction which Gave Rise to the Claim Asserted:	Following a decision in favor of Ms McCormick by the First District Court of Appeal in 2019, CalPERS granted Ms McCormick ordinary disability retirement. For additional information about facts giving rise to claim asserted, see Exhibit A.
A General Description of the Loss Incurred:	See Exhibit A for detailed factual narrative.
The Name or Names of the Public Employees Causing the Injury, Damage, or Loss, if Known:	Unknown.
The Amount Claimed If Less than \$10k:	The amount claimed exceeds \$10k.

Note: This Claim is presented on behalf of a class of similarly situated persons. Claimant is the proposed representative claimant. The class description is provided in Exhibit A.

**EXHIBIT C**

Exhibit C

Page 26

- 1073. Nevada Cemetery District
- 1074. Nevada County Consolidated Fire District
- 1075. Nevada County Local Agency Formation Commission
- 1076. Nevada County Resource Conservation District
- 1077. Nevada Irrigation District
- 1078. Newcastle, Rocklin, Gold Hill Cemetery District
- 1079. Nipomo Community Services District
- 1080. North Bay Cooperative Library System
- 1081. North Bay Regional Center
- 1082. North Bay Schools Insurance Authority
- 1083. North Central Counties Consortium
- 1084. North Coast County Water District
- 1085. North Coast Railroad Authority
- 1086. North Coast Unified Air Quality Management District
- 1087. North County Dispatch Joint Powers Authority
- 1088. North County Fire Protection District of Monterey County
- 1089. North County Fire Protection District of San Diego County
- 1090. North County Transit District
- 1091. North Delta Water Agency
- 1092. North Kern Cemetery District
- 1093. North Kern Water Storage District
- 1094. North Kern-South Tulare Hospital District
- 1095. North Los Angeles County Regional Center, Inc.
- 1096. North Marin Water District
- 1097. North of the River Municipal Water District
- 1098. North of the River Recreation and Park District
- 1099. North State Cooperative Library System
- 1100. North Tahoe Fire Protection District
- 1101. North Tahoe Public Utility District
- 1102. Northern California Power Agency
- 1103. Northern California Special Districts Insurance Authority
- 1104. Northern Salinas Valley Mosquito Abatement District
- 1105. Northern Sierra Air Quality Management District
- 1106. Northshore Fire Protection District
- 1107. Northstar Community Services District
- 1108. Northwest Mosquito and Vector Control District
- 1109. Novato Sanitary District
- 1110. Oakdale Irrigation District
- 1111. Oakdale Rural Fire Protection District
- 1112. Oakland City Housing Authority
- 1113. Oceano Community Services District
- 1114. Ojai Valley Sanitary District
- 1115. Olcese Water District

OCTOBER 11, 2023

ITEM D-5

ATTACHMENT B

# NIPOMO COMMUNITY

## BOARD MEMBERS

RICHARD MALVAROSE, PRESIDENT  
DAN ALLEN GADDIS, VICE PRESIDENT  
ED EBY, DIRECTOR  
DAN WOODSON, DIRECTOR  
GARY HANSEN, DIRECTOR



*Serving the Community since 1965*

# SERVICES DISTRICT

## STAFF

MARIO IGLESIAS, GENERAL MANAGER  
LISA BOGNUDA, ASST. GENERAL MANAGER  
JANA ETTEDDGUE, FINANCE DIRECTOR  
PETER SEVCIK, P.E., DIRECTOR OF ENG. & OPS.  
CRAIG STEELE, GENERAL COUNSEL

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148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932 Website address: ncsd.ca.gov

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August 29, 2023

CERTIFIED MAIL 7017 0660 0000 6318 3080

Brent A. Robinson, Esq.  
Aiman-Smith & Marcy  
7677 Oakport Street, Suite 1150  
Oakland, California 94621

RE: Notice of Insufficient Claim and Notice of Late Claim

Dear Mr. Robinson:

On August 11, 2023 the Nipomo Community Services District ("District") received by mail a purported "government claim" ("claim") from you on behalf of an individual you named as Cari McCormick.

### Notice of Insufficient Claim

This is a Notice of Insufficient Claim sent pursuant to Government Code Section 910.8. The claim is insufficient because it does not comply with Government Code Sections 910 and 910.2, for the following reasons:

1. The claim does not specify the name and post address of the claimant against the District. As noted repeatedly in the claim, Cari McCormick is or was an employee of Lake County.
2. The claim does not specify the date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted against the District. The only particularity in the claim relates to an occurrence or transaction that may have occurred in Lake County prior to an unspecified date in 2019. There is no specific information relating to any claim against the District.
3. The claim does not contain, as pertains to the District, any "...description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim." The claim sets forth speculation, based only on the opinion of the author without any statement of fact, that the District may have employed a member of the "proposed Plaintiff Class" which, as we understand it, has not been identified or certified.
4. The claim does not include the name or names of the public employee or employees causing the injury, damage, or loss, if known. The name or names cannot be known because, as acknowledged in the claim, you do not know whether any employee of the District suffered whatever the claimed loss is.
5. While the claim asserts that the loss by an unspecified claimant exceeds \$10,000, no factual basis for that statement is provided.
6. Since the actual claimant against the District is not named, the claim is not signed by the claimant or a person authorized to sign on behalf of the claimant. Your cover letter does not indicate that you signed on behalf of a claimant against the District.

Brent A. Robinson, Esq

The District is unable to determine from the information presented in the claim whether any injury or damage was suffered by an employee of the District.

**Notice of Late Claim**

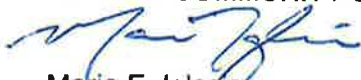
Separately, Exhibits A and B of the claim confirm that the claim, if it has been validly asserted against the District, was not timely presented within six and/or twelve months from the date the alleged cause of action accrued, as required by Government Code Section 911.2. "The claim you presented to the District on August 11, 2023 is being returned because it was not presented within six months after the event or occurrence as required by law. See Sections 901 and 911.2 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply without delay to the District for leave to present a late claim. See Sections 911.4 to 912.2, inclusive, and Section 946.6 of the Government Code. Under some circumstances, leave to present a late claim will be granted. See Section 911.6 of the Government Code.

Although you are attorney for Ms. McCormick, she may seek the advice of an attorney of her choice in connection with this matter. If she desires to consult an attorney, she should do so immediately."

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



Mario E. Iglesias  
General Manager

cc: Craig A. Steele, General Counsel



OCTOBER 11, 2023

ITEM D-5

ATTACHMENT C

**AIMAN-SMITH & MARCY**  
PROFESSIONAL CORPORATION

September 12, 2023

**RECEIVED**

SEP 14 2023

NIPOMO COMMUNITY  
SERVICES DISTRICT

**VIA UPS NEXT DAY DELIVERY**

Clerk, Secretary, Auditor, or Governing Body  
c/o Mario E. Iglesias, General Manager  
Nipomo Community Services District  
1400 South Wilson Street  
Post Office Box 326  
Nipomo, CA 93444-0326

*Re: McCormick v. CalPERS et al.*

Dear Mr. Iglesias:

As you know, my firm represents Cari McCormick. Thank you for your letter dated August 29, 2023. I respond to the points you raised in your letter regarding the timeliness of her claim.

Your contention that Ms McCormick failed to substantially comply with section 910 is mistaken. Indeed, it appears you neglected to review Exhibit B to her claim, which is captioned, "Required Claim Information (Gov. Code § 910)," and which is reproduced in relevant part below:

**AIMAN-SMITH & MARCY**  
PROFESSIONAL CORPORATION

**Exhibit B – Required Claim Information (Gov. Code § 910)**

<b>Name of Claimant:</b>	Cari McCormick
<b>Address of Claimant, and Address Where Notices re Claim Should Be Sent:</b>	Cari McCormick c/o Brent A. Robinson Aiman-Smith & Marcy, PC 7677 Oakport Street, Suite 1150 Oakland, CA 94621
<b>Date, Place, and Other Circumstances of the Occurrence or Transaction which Gave Rise to the Claim Asserted:</b>	Following a decision in favor of Ms McCormick by the First District Court of Appeal in 2019, CalPERS granted Ms McCormick ordinary disability retirement. For additional information about facts giving rise to claim asserted, see Exhibit A.
<b>A General Description of the Loss Incurred:</b>	See Exhibit A for detailed factual narrative.
<b>The Name or Names of the Public Employees Causing the Injury, Damage, or Loss, if Known:</b>	Unknown.
<b>The Amount Claimed If Less than \$10k:</b>	The amount claimed exceeds \$10k.

**Note: This Claim is presented on behalf of a class of similarly situated persons. Claimant is the proposed representative claimant. The class description is provided in Exhibit A.**

*Re: McCormick v. CalPERS et al.*

September 12, 2023

Page 2

As you can see, and contrary to what you state in your letter, Ms McCormick's claim states all the information required by section 910. That includes stating the date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted, as required by section 910(c). Her claim also stated a "general description" of the indebtedness, obligation, injury, damage, or loss incurred "so far as it may be known at the time of presentation" within the meaning of section 910(d), with the referenced Exhibit A (captioned "Claim Narrative") containing a detailed four-page description of the same. Her claim also stated the name or names of the public employees causing the injury, damage, or loss, "if known," as required by section 910(e). Finally, her claim stated that the amount claimed exceeds \$10,000 and expressly includes class action claims brought on behalf of thousands of other public employees, which necessarily precludes proceeding via a limited civil case. *See*, § 910(f).

Moreover, as the claim-as-presented explains, Ms McCormick's claims concern how certain pension benefits are calculated and paid through CalPERS. Those claims are brought *on behalf of* a putative class of California public employees ("Plaintiff Class"). Those claims are brought *against* a putative class of California public entity employers who employed one or more members of the proposed plaintiff class ("Defendant Class"). Ms McCormick will propose that the State of California, as represented by the California Attorney General's Office, serve as class representative for the proposed Defendant Class.

We have reason to believe your public entity may have employed one or more members of the proposed Plaintiff Class, because your public entity contracts to pay pension benefits through CalPERS. For that reason, we served Ms McCormick's FEHA charge on your public entity pursuant to Government Code section 12962(b). In addition, to the extent the government claim presentation requirements may apply, we presented that charge as a government claim.

In your letter, you suggest that Ms McCormick's claims are untimely, but that position is contrary to controlling law. Ms McCormick alleged in her claim that she and other similarly situated employees continue to receive discriminatory pension payments on a monthly basis through the present, and binding precedent holds each such discriminatory payment within the limitations period is actionable. *See, Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805, 813.

Moreover, the discovery rule operates to extend the limitations period applicable to the putative Plaintiff Class's claims. *See, Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185, 1192; *Weatherly v. Universal Music Publ'g Grp.* (2004) 125 Cal.App.4th 913, 918-19; *Norgart v. Upjohn Co.* (1999) 21 Cal.4th 383, 397-98; CACI

*Re: McCormick v. CalPERS et al.*

September 12, 2023

Page 3

455; *Prudential Home Mortg. Co. v. Superior Court* (1998) 66 Cal.App.4th 1236, 1248; Gov. Code § 12960(e)(6)(A); *Williams v. City of Belvedere* (1999) 72 Cal.App.4th 84, 88; *Gryczman v. 4550 Pico Partners, Ltd.* (2003) 107 Cal.App.4th 1, 4-6. Here, neither Ms McCormick nor putative class members previously discovered their harm, nor did they previously know of facts that would have caused a reasonable person to suspect they had suffered harm caused by someone else's wrongful conduct. Indeed, Ms McCormick only discovered her harm, and learned of facts leading her to suspect that her harm was caused by others, within the last six months. Accordingly, her limitations period under FEHA is extended by 90 days, and her limitations period under her contract claim is extended to the date of initial injury. Thus, Ms McCormick's and the Plaintiff Class's claims are clearly timely under controlling law.

For those reasons, Ms McCormick's position is that she has sufficiently and timely complied with the requirements of the Government Claims Act, such that your entity must now take action on Ms McCormick's claim as required by the same.

Regards,

AIMAN-SMITH & MARCY  
PROFESSIONAL CORPORATION

/s/ Hallie Von Rock

Counsel for Plaintiff Cari McCormick

[hvr@asmlawyers.com](mailto:hvr@asmlawyers.com)

TO: BOARD OF DIRECTORS  
FROM: RAY DIENZO, P.E. R.D.  
GENERAL MANAGER  
DATE: OCTOBER 4, 2023

**AGENDA ITEM  
D-6  
OCTOBER 11, 2023**

**APPROVE RESOLUTION OF APPRECIATION FOR  
OUTGOING GENERAL MANAGER MARIO IGLESIAS**

**ITEM**

Approve Resolution of Appreciation for outgoing General Manager Mario Iglesias. [Recommend Approve Resolution]

**BACKGROUND**

Mario Iglesias served the District as General Manager from January 11, 2016 to October 6, 2023.

As General Manager, Mario Iglesias was able to lead the District to achieve many accomplishments. One of Mario's most notable accomplishments and one that will have a lasting legacy for the people of Nipomo was the implementation of Automatic Meter Infrastructure (AMI) and monthly billing.

Mario never shied away from conflict and would look at every conflict as an "opportunity" to solve the issue to the satisfaction of all parties involved.

Mario's knowledge, leadership, and dedication have made Nipomo Community Services District the most respected CSD in the County.

Mario will be greatly missed by the Board, Staff and community. We wish him well in his future endeavors.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Staff recommends that the Board approve the Resolution

**ATTACHMENTS**

- A. Resolution 2023-xxxx

OCTOBER 11, 2023

ITEM D-6

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION 2023-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES  
DISTRICT COMMENDING MARIO IGLESIAS FOR HIS  
DEDICATED SERVICE TO THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE COMMUNITY OF NIPOMO**

**WHEREAS**, Mario Iglesias served the Nipomo Community Services District as General Manager from January 11, 2016 until his retirement on October 6, 2023; and

**WHEREAS**, Mr. Iglesias has diligently served the District for almost seven years and has made significant improvements in all aspects of the District's operations; and

**WHEREAS**, throughout his 23 year career of work for public agencies, Mr. Iglesias has exemplified the best qualities of public administration with his intelligence, enthusiasm and professionalism, as well as the characteristics of a great public servant that constituents value including honesty, transparency and respect for the public and his co-workers; and

**WHEREAS**, Mr. Iglesias has consistently served as an outstanding representative of the Nipomo Community Services District and has significantly improved the District's public image.

**WHEREAS**, the Board of Directors of the Nipomo Community Services District appreciates that under Mr. Iglesias' leadership, the District saw numerous accomplishments, including:

Maintaining and improving public service levels for Nipomo Community Services District customers in a fiscal and regulatory environment that becomes more challenging every year;

Receiving the Special District Leadership Foundation Transparency Certificate of Excellence in 2017, 2019, and 2022;

Leading the District through uncertain times during the COVID 19 pandemic and its aftermath;

Leading and building trust with the Blacklake Community to complete the Blacklake Sewer Master Plan and successfully pass the Blacklake Assessment District 2020-1 to build the Blacklake Sewer Consolidation project with a 78% approval;

Converting the Blacklake Street lighting fund to an assessment district structure that enhances the District's ability to operate and maintain the streetlights in the future;

Completing six rate studies in less than seven years to ensure that the District's rates water, sewer, street lighting and solid waste services met the costs of providing those services, with each one successfully adopted without majority protest following the required public procedures;

Managing the refunding and issuance of additional capital for the Town Sewer;

Creating the Customer Service Specialist position, that allowed for the successful implementation of the Automatic Meter Infrastructure (AMI) program for the District;

Implementing monthly utility billing to assist customers in paying their bills and managing leak detection;

Updating the District's Backflow Program;

Representing the District and providing more public visibility in community events and organizations;

Modernizing and reorganizing the District's Code;

Building and improving the District's culture of valuing the service of its employees and providing excellent services to the District's customers, and

Maintaining effective working relationships with county and regulatory agencies and local community leaders.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED** that the Board of Directors of the Nipomo Community Services District expresses great appreciation and lasting gratitude to Mario Iglesias upon his retirement from public service, and wishes him great success in his future endeavors.

The Board unanimously adopted the foregoing resolution on October 11, 2023..

\_\_\_\_\_  
Richard Malvarose, President

\_\_\_\_\_  
Ed Eby, Director

\_\_\_\_\_  
Dan A. Gaddis, Vice President

\_\_\_\_\_  
Dan Woodson, Director

\_\_\_\_\_  
Gary Hansen, Director

