

**REGULAR MEETING OF THE  
BOARD OF DIRECTORS  
ROSAMOND COMMUNITY SERVICES DISTRICT**

5:30 PM Closed Session  
6:00 PM Regular Board Meeting  
Wednesday, April 12, 2023  
District Board Room  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

Teleconference  
1-877-411-9748  
Access Code: 5150560

**Agenda**

**CALL TO ORDER** Time: \_\_\_\_\_

**ROLL CALL**

Director Greg Washington  
Director Alfred Wallis  
Director Rick Webb  
Vice President Ben Stewart  
President Byron Glennan

General Manager Kim Domingo  
Director of Public Works John Houghton  
Director of Administration Sherri Timm  
Legal Counsel, John Komar, Esq.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA** Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

**PUBLIC COMMENTS**

(At this time, any person may address the Board on any subject within the District's jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.

**VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE**

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

**CLOSED SESSION** Time: \_\_\_\_\_

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

**CS 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

**Pursuant to Government Code Section 54956.8**

**APNs: 473-023-06, 473-023-08**

**Agency negotiator: Kim Domingo**

**Negotiating party: Owners of at issue parcels**

**Under negotiation: Price and Terms**

**PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION**

Time Out of Closed Session: \_\_\_\_\_

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

\_\_\_\_ No Reportable Action      \_\_\_\_ Reportable Action by: \_\_\_\_\_

**6:00 P.M. OPEN SESSION** Time: \_\_\_\_\_

**PUBLIC COMMENTS**

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

**VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE**

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

**CONSENT CALENDAR**

CC 1 Review and receive Check/Voucher Register dated March 14, 2023 through April 3, 2023, Payroll (Direct Deposit) dated March 15, 2023, Payroll (Direct Deposit) dated March 29, 2023.

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

### **MINUTES**

**M 1.** Approve March 21, 2023 Sewer Committee Meeting Minutes.

**M 2.** Approve March 21, 2023 Finance Committee Meeting Minutes

**M 3.** Approve March 22, 2023 Regular Board Meeting Minutes.

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

### **NEW BUSINESS**

**NB 1.** Establish Diamond St. Property Project (Presenter GM Domingo).

**NB 2.** Establish Rosamond Boulevard Utility Grade Adjustment Project  
(Presenter GM Domingo).

**NB 3.** ACWA Coalition Opposing Water Rights Legislation (Presenter GM Domingo)

**NB 4.** WRP Change Order No.7 (Presenter GM Domingo).

**NB 5.** Investment Strategies – Transfer from Cal Trust fund and Invest with Class Prime  
fund. (Presenter GM Domingo)

**NB 6.** Resolution Amending The Discontinuation of Water Service Policy  
(Presenter Sherri Timm)

**NB 7.** Arsenic Consolidation Access Agreements (Presenter GM Domingo)

**NB 8.** Authorize Consent to Collateral Assignment of Solar Project (Presenter GM Domingo)

### **PRESENTATIONS**

**PR 1.** Water Reclamation Plant Project Update.

### **DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS**

### **GENERAL COUNSEL UPDATE**

John Komar, Esq

**GENERAL MANAGER UPDATE**

Kim Domingo

**DIRECTOR OF ADMINISTRATION UPDATE**

Sherri Timm

**PUBLIC WORKS UPDATE**

John Houghton

**ADJOURNMENT**      Time: \_\_\_\_\_      Motion: \_\_\_\_\_      2nd: \_\_\_\_\_

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: [stimm@rosamondcsd.com](mailto:stimm@rosamondcsd.com) or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35<sup>th</sup> Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35<sup>th</sup> Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.



# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023  
TO: Board of Directors  
FROM: Brad Rockabrand, CPA  
Prepared by: Julie Lopez-Olmos, Senior Accounting Clerk  
SUBJECT: Review of the check/voucher register dated March 14, 2023 through April 3, 2023 | Payroll (Direct Deposit) dated March 15, 2023 | Payroll (Direct Deposit) dated March 29, 2023

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### RECOMMENDATION:

By motion, receive and file.

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### EXECUTIVE SUMMARY:

The District's check/voucher register includes all disbursement transactions, actual checks as well as electronic, for the periods referenced above. Total disbursements were \$448,846.45 as follows:

Checks issued to vendors	\$341,410.47
Payroll direct deposit	52,715.91
Payroll direct deposit	<u>54,720.07</u>
Total	\$448,846.45

Significant disbursements included the following payments:

- \$36,740.02 was paid to ACWA/JPIA on March 15, 2023 for employee insurance
- \$36,200.00 was paid to AV Heritage Builders, Inc. on March 15, 2023 for the steel building
- \$14,045.71 was remitted to CalPERS on March 15, 2023 for required contributions
  - \$9,685.57 (Employer portion)
  - \$4,360.14 (Employee portion)
- \$4,753.58 was remitted to the Employment Development Department on March 15, 2023
  - \$ 0.00 (Employer portion)
  - \$4,753.58 (Employee portion)

- \$23,105.61 was remitted to the Internal Revenue Service on March 15, 2023
  - \$ 6,505.43 (Employer portion)
  - \$16,600.18 (Employee portion)
- \$12,126.42 was paid to Southern California Edison on March 22, 2023 for well 9 electricity usage
- \$14,217.27 was paid to Southern California Edison on March 22, 2023 for sewer electricity usage
- \$14,347.65 was remitted to CalPERS on March 29, 2023 for required contributions
  - \$9,844.18 (Employer portion)
  - \$4,503.47 (Employee portion)
- \$4,801.79 was remitted to the Employment Development Department on March 29, 2023
  - \$ 86.25 (Employer portion)
  - \$4,715.54 (Employee portion)
- \$23,126.91 was remitted to the Internal Revenue Service on March 29, 2023
  - \$ 6,586.24 (Employer portion)
  - \$16,540.67 (Employee portion)
- \$28,274.00 was paid to Quad Knopf, Inc. on March 29, 2023 to prepare for the 56 pipeline easements for arsenic mitigation
- \$19,661.81 was paid to Daniel Reid Consulting Services on March 29, 2023 for the replacement server project
- \$19,500.00 was paid to Sav-on Fence on March 29, 2023 for the installation of 6' high chain link fence

DISCUSSION/ANALYSIS:

The check/voucher register dated March 14, 2023 through April 3, 2023 includes check numbers 62655 through 62758 (Attachment 1)

Payroll (Direct Deposit) number 25912 through 25930, 25931 (overflow) and 25932 through 25934 were issued on March 15, 2023 in the amount of \$52,715.91. Payroll (Direct Deposit) number 25935 through 25945, 25946 (overflow) and 25947 through 25958 were issued on March 29, 2023 in the amount of \$54,720.07 (Attachment 2)

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL IMPACT:

Not applicable

PRIOR BOARD REVIEW:

Not applicable

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

Not applicable

NOTIFICATION:

Not applicable

ATTACHMENTS:

Attachment 1 – Check/voucher register dated March 14, 2023 through April 3, 2023

Attachment 2 – Payroll (Direct Deposit) dated March 15, 2023 and Payroll (Direct Deposit) dated  
March 29, 2023

Attachment 3 – Umpqua business card ending in 3476

Attachment 4 – Umpqua business card ending in 3542

Attachment 5 – Umpqua business card ending in 7121

Attachment 6 – Umpqua business card ending in 7744

Rosamond Community Services District  
 Check/Voucher Register  
 10101 - General Checking - Wells Fargo  
 From 3/14/2023 Through 4/3/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
3/15/2023	62655	ACWA/JPIA	EMPLOYEE INSURANCE	36,740.02	36,740.02
3/15/2023	62656	AFSCME LOCAL 1902	UNION DUES	1,006.84	1,006.84
3/15/2023	62657	AT&T	STP	70.45	499.46
3/15/2023		AT&T	FAX	92.92	499.46
3/15/2023		AT&T	MAIN OFFICE	264.30	499.46
3/15/2023		AT&T	SCADA	47.30	499.46
3/15/2023		AT&T	TANK# 4	24.49	499.46
3/15/2023	62658	AV HERITAGE BUILDERS, INC.	STEEL BUILDING	36,200.00	36,200.00
3/15/2023	62659	BABCOCK LABORATORIES, INC.	SYSTEM TEST	103.77	103.77
3/15/2023	62660	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL REMITTANCE	14,045.71	14,045.71
3/15/2023	62661	CALPERS SUPPLEMENTAL INCOME 457 PLAN	PERS 457	4,205.51	4,205.51
3/15/2023	62662	CA STATE DISBURSEMENT UNIT	WITHHOLDING ORDER	389.53	389.53
3/15/2023	62663	CUST	SENDGRID UNLIMITED EMAILS	100.00	100.00
3/15/2023	62664	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE DISABILITY INSURANCE	765.34	4,753.58
3/15/2023	62665	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE INCOME TAX	3,988.24	4,753.58
3/15/2023	62666	GET HOOKED CRANE SERVICE INC.	BOOMTRUCK & PREVAILING WAGE	372.50	372.50
3/15/2023	62666	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	10,094.75	23,105.61
3/15/2023	62666	INTERNAL REVENUE SERVICE	MEDICARE	2,466.08	23,105.61
3/15/2023	62667	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	10,544.78	23,105.61
3/15/2023		KARL'S HARDWARE	GRAFFITI	31.70	2,034.21
3/15/2023		KARL'S HARDWARE	MAINTENANCE	322.29	2,034.21
3/15/2023		KARL'S HARDWARE	SEWER	570.85	2,034.21
3/15/2023		KARL'S HARDWARE	WATER	1,109.37	2,034.21
3/15/2023	62668	LEGAL SHIELD	LEGAL SHIELD	85.80	85.80
3/15/2023	62669	SOUTHERN CALIF. EDISON	WELLS & TANKS	758.98	758.98
3/15/2023	62670	SOUTHERN CALIF. EDISON	2707 DIXIE ST (2700 20TH ST)	122.14	122.14
3/15/2023	62671	SOUTHERN CALIF. EDISON	UNITED, 1/4 M N/O PATTRSN	2,614.22	2,614.22
3/15/2023	62672	SOUTHERN CALIF. EDISON	UNITED, 1/4 M N/O PATTRSN	2,845.80	2,845.80
3/15/2023	62673	SOUTHERN CALIF. EDISON	UNITED, 1/4 M N/O PATTRSN	2,190.00	2,190.00
3/15/2023	62674	SOUTHERN CALIF. EDISON	UNITED, 1/4 M N/O PATTRSN	9,165.42	9,165.42
3/15/2023	62675	UMPQUA BANK	ST. LIGHTS & LLAD	475.63	475.63
3/15/2023	62676	UMPQUA BANK	3476 (ATTACHMENT 3)	5,500.90	5,500.90
3/15/2023	62677	UMPQUA BANK	3542 (ATTACHMENT 4)	4,066.78	4,066.78
3/15/2023	62678	UMPQUA BANK	4038 ROSAMOND CSD GAS ACCOUNT	1,080.37	1,080.37
3/15/2023	62679	UMPQUA BANK	7121 (ATTACHMENT 5)	1,056.58	1,056.58
3/22/2023	62680	ALVEREZ, MARTHA	7744 (ATTACHMENT 6)	112.51	112.51
3/22/2023	62681	BAMBER, JESSICA	CUSTOMER REFUND	10.62	10.62
3/22/2023	62682	BECK, TIMOTHY	CUSTOMER REFUND	172.11	172.11
3/22/2023	62683	B&L HOMES LLC	CUSTOMER REFUND	200.00	200.00
3/22/2023	62684	BURTON, CHRIS	CUSTOMER REFUND	10.77	10.77
3/22/2023	62685	CABRERA, JOSE	CUSTOMER REFUND	166.34	166.34
3/22/2023	62686	CASITA BONITA LP	CUSTOMER REFUND	200.00	200.00
3/22/2023	62687	DEATLEY, BRENDEN	CUSTOMER REFUND	17.12	217.12

Rosamond Community Services District  
 Check/Voucher Register  
 10101 - General Checking - Wells Fargo  
 From 3/14/2023 Through 4/3/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
3/22/2023	62688	DEATLEY, BRENDEN	CUSTOMER REFUND	200.00	217.12
3/22/2023	62689	GIL, PATRICIA	CUSTOMER REFUND	182.30	182.30
3/22/2023	62690	GRANT, GREG	CUSTOMER REFUND	481.30	481.30
3/22/2023	62691	GUTIERREZ, GABRIEL	CUSTOMER REFUND	196.20	196.20
3/22/2023	62692	HAYMOND-LANDERS, KELLY	CUSTOMER REFUND	200.00	200.00
3/22/2023	62693	HENDERSON, TY	CUSTOMER REFUND	194.94	194.94
3/22/2023	62694	INGLE, DARLA	CUSTOMER REFUND	211.19	211.19
3/22/2023	62694	MANITA LLC	CUSTOMER REFUND	200.00	200.00
3/22/2023	62695	MOROCZ, ZOLTAN	CUSTOMER REFUND	200.00	200.00
3/22/2023	62696	MORALES, NELSON	CUSTOMER REFUND	78.58	78.58
3/22/2023	62697	RAMIREZ, JOSEPH	CUSTOMER REFUND	175.46	175.46
3/22/2023	62698	REASONER, MARLA	CUSTOMER REFUND	196.96	196.96
3/22/2023	62699	ROGERS, AMBROSE	CUSTOMER REFUND	195.70	195.70
3/22/2023	62700	SHILLING, AMY	CUSTOMER REFUND	61.00	61.00
3/22/2023	62701	SMITH, BENRIE	CUSTOMER REFUND	22.50	22.50
3/22/2023	62702	STRAHLENDORF, ROY	CUSTOMER REFUND	24.78	224.78
3/22/2023	62703	STRAHLENDORF, ROY	CUSTOMER REFUND	200.00	224.78
3/22/2023	62704	THEOLDORE, RONALD	CUSTOMER REFUND	194.68	194.68
3/22/2023	62705	WALDROP, CHRIS	CUSTOMER REFUND	178.38	178.38
3/22/2023	62706	WIKANDER, DIANN	CUSTOMER REFUND	200.00	200.00
3/22/2023	62707	FISHER, STEVEN	CUSTOMER REFUND	200.00	200.00
3/22/2023	62707	ROSAMOND 94, LP	CUSTOMER REFUND	190.52	390.52
3/22/2023	62708	ROSAMOND 94, LP	CUSTOMER REFUND	200.00	390.52
3/22/2023	62709	ALLIANT CONSULTING, INC.	FEB 2023: RWRP LABOR COMPLIANCE OVERSIGHT	2,025.00	5,771.25
3/22/2023	62710	ALLIANT CONSULTING, INC.	FEB 2023: WORKSHOP BUILDING	3,746.25	5,771.25
3/22/2023	62711	AT&T TELECONFERENCE SERVICES	TELECONFERENCE	162.32	162.32
3/22/2023	62711	AT&T MOBILITY	CELL PHONES, IPAD INTERNET CHARGES & TRACKERS	1,906.37	1,906.37
3/22/2023	62712	AUTOZONE	POWER STEERING PUMP	21.45	21.45
3/22/2023	62712	AVEK WATER AGENCY	FEB 2023 SIERRA	349.50	349.50
3/22/2023	62713	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	201.52	501.52
3/22/2023	62714	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	300.00	501.52
3/22/2023	62715	BOOT BARN, INC.	ANNUAL BOOTS: S. TAPIA 12/09/2022	200.00	378.59
3/22/2023	62716	BOOT BARN, INC.	NEW BOOTS: M. COSTALES 01/23/2023	178.59	378.59
3/22/2023	62717	COSTALES, MICHAEL	REIMBURSEMENT: D2 CERTIFICATE FEE AND MILEAGE	138.50	138.50
3/22/2023	62717	CUSI	ACH/ECK VALIDATION	73.40	73.40
3/22/2023	62718	DIGITECH	875 PATTERSON RD: SECURITY MONITORING	31.99	331.97
3/22/2023	62719	DIGITECH	MAIN BLD: SECURITY MONITORING	31.99	331.97
3/22/2023	62720	DIGITECH	OPER. BLD: SECURITY MONITORING	31.99	331.97
3/22/2023	62721	DIGITECH	WWO: SECURITY MONITORING	36.00	331.97
3/22/2023	62718	DIGITECH	SERVICE CALL: 03/13/2023	200.00	331.97
3/22/2023	62719	EAGLE PUMP SERVICES, INC.	TROUBLESHOOT VFD	1,200.00	1,200.00
3/22/2023	62720	GEI CONSULTANTS, INC.	REGIONAL ARSENIC COMPLIANCE PR 01/28/23 - 02/24/23	919.00	919.00
3/22/2023	62721	GET HOOKED CRANE SERVICE INC.	BOOMTRUCK & PREVAILING WAGE	372.50	372.50
3/22/2023	62721	GRAINGER	2 QTY DIPPER 3FT HANDLE & 1 QTY DIPPER 6FT HANDLE	160.41	160.41

Rosamond Community Services District  
 Check/Voucher Register  
 10101 - General Checking - Wells Fargo  
 From 3/14/2023 Through 4/3/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
3/22/2023	62722	INFOSEND, INC.	STATEMENT DATA PROCESSING	3,772.48	3,772.48
3/22/2023	62723	JACK HENRY AND ASSOCIATES	BILLING ON BEHALF OF CUSI	71.75	71.75
3/22/2023	62724	KIMBALL MIDWEST	STOCK SUPPLIES	436.18	436.18
3/22/2023	62725	MILES CHEMICAL COMPANY	360 GAL SODIUM HYPOCHLORITE	2,441.72	2,441.72
3/22/2023	62726	OFFICE DEPOT BUSINESS SOLUTIONS LLC	CORRECTION TAPE, TONER, SHEET PROTECTORS, ETC.	302.87	302.87
3/22/2023	62727	OPEN TEXT, INC.	DOCUMENT SERVER FOR WORKGROUPS (UP TO 5 USERS) MAINTENANCE	1,204.59	1,204.59
3/22/2023	62728	P & J ELECTRIC, INC.	GENERATOR REPAIR	2,254.24	2,254.24
3/22/2023	62729	SEQUOIA EQUIPMENT COMPANY, INC.	BACKHOE REPAIR	1,106.00	1,106.00
3/22/2023	62730	SOUTHERN CALIF. EDISON	5702 GASKELL RD WELL 9	12,126.42	12,126.42
3/22/2023	62731	SOUTHERN CALIF. EDISON	SEWER	14,217.27	14,217.27
3/22/2023	62732	SOUTHERN CALIF. EDISON	3179 35TH ST W	1,639.03	1,639.03
3/22/2023	62733	SPARKLETTTS	WATER	53.44	53.44
3/22/2023	62734	USA BLUEBOOK	LAB SUPPLIES	730.27	730.27
3/29/2023	62735	3D IMAGING SYSTEMS	COPIER MAINTENANCE AGREEMENTS & OVERAGES	280.49	280.49
3/29/2023	62736	AFLAC INSURANCE	SUPPLEMENTAL EMPLOYEE INSURANCE	1,187.97	1,187.97
3/29/2023	62737	ANTELECOM, INC.	ADMIN OFFICE: 4G WIRELESS	75.00	75.00
3/29/2023	62738	AUTOZONE	DIESEL EXHAUST FLUID	43.95	43.95
3/29/2023	62739	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL REMITTANCE	14,347.65	14,347.65
3/29/2023	62740	CALPERS SUPPLEMENTAL INCOME 457 PLAN	PERS 457	4,198.64	4,198.64
3/29/2023	62741	CA STATE DISBURSEMENT UNIT	WITHHOLDING ORDER	389.53	389.53
3/29/2023	62742	CLINICAL LABORATORY OF SAN BERNARDINO, INC.	SYSTEM TESTS	170.00	170.00
3/29/2023	62743	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TRAINING TAX	2.33	4,801.79
3/29/2023	62744	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE DISABILITY INSURANCE	774.86	4,801.79
3/29/2023	62745	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE INCOME TAX	3,940.68	4,801.79
3/29/2023	62746	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE UNEMPLOYMENT TAX ACT	83.92	4,801.79
3/29/2023	62747	FAMCON PIPE & SUPPLY INC.	LUG REPAIR CLAMP	659.59	659.59
3/29/2023	62748	GET HOOKED CRANE SERVICE INC.	BOOMTRUCK & PREVAILING WAGE	372.50	372.50
3/29/2023	62749	GLENMAN, BVRON	MILEAGE REIMBURSEMENT: TO/FROM SDRMA SPRING CONF	464.40	464.40
3/29/2023	62750	GREWE/BRYANT PUMP SERVICE	2 SUB PUMPS	3,329.04	3,329.04
3/29/2023	62751	HAMNER JEWELL ASSOCIATES	UNDERGROUND WATER PIPELINE	5,021.75	5,021.75
3/29/2023	62752	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	9,954.43	23,126.91
3/29/2023	62753	INTERNAL REVENUE SERVICE	MEDICARE	2,496.78	23,126.91
3/29/2023	62754	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	10,675.70	23,126.91
3/29/2023	62755	KENNEDY/JENKS CONSULTANTS	ELECTRONIC O&M & OPS SUPPORT THROUGH 02/24/2023	3,112.50	3,112.50
3/29/2023	62756	O'DONNELL HEATING & AIR INC.	SERVICE CALL: BOARD ROOM HEATER	127.50	127.50
3/29/2023	62757	QUAD KNOPE, INC.	PREPARE 56 PIPELINE EASEMENTS FOR ARSENIC MITIGATION	28,274.00	28,274.00
3/29/2023	62758	DANIEL REID CONSULTING SERVICES	REPLACEMENT SERVER	19,661.81	19,661.81
3/29/2023	62759	SAV-ON FENCE COMPANY	INSTALLATION OF 6' HIGH CHAIN LINK FENCE	19,500.00	19,500.00
3/29/2023	62756	THE GAS COMPANY	UNIT A	309.43	730.12
3/29/2023	62757	THE GAS COMPANY	UNIT B	420.69	730.12
3/29/2023	62757	THE GAS COMPANY	875 PATTERSON RD	181.68	181.68
3/29/2023	62758	THE GAS COMPANY	2700 20TH ST W	16.86	16.86
3/29/2023	62758	THE TIRE STORE	#32 1 QTY TPMS	80.43	100.43

Rosamond Community Services District  
 Check/Voucher Register  
 10101 - General Checking - Wells Fargo  
 From 3/14/2023 Through 4/3/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
3/29/2023		THE TIRE STORE	#30 FLAT TIRE REPAIR	<u>20.00</u>	100.43
Report Total				<u>341,410.47</u>	

**Rosamond Community Services District**

Summary Check/Transaction Register

From 3/14/2023 Through 3/15/2023

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
3/15/2023	25912	Check	3,020.71
3/15/2023	25913	Check	1,894.46
3/15/2023	25914	Check	2,840.96
3/15/2023	25915	Check	4,241.84
3/15/2023	25916	Check	1,998.97
3/15/2023	25917	Check	966.52
3/15/2023	25918	Check	1,628.01
3/15/2023	25919	Check	1,983.80
3/15/2023	25920	Check	3,298.44
3/15/2023	25921	Check	1,863.10
3/15/2023	25922	Check	2,341.28
3/15/2023	25923	Check	1,868.57
3/15/2023	25924	Check	4,236.86
3/15/2023	25925	Check	2,565.60
3/15/2023	25926	Check	1,561.52
3/15/2023	25927	Check	1,339.37
3/15/2023	25928	Check	2,122.32
3/15/2023	25929	Check	1,794.95
3/15/2023	25930	Check	2,419.15
3/15/2023	25931		0.00
3/15/2023	25932	Check	3,063.67
3/15/2023	25933	Check	3,085.88
3/15/2023	25934	Check	<u>2,579.93</u>
Report Total			<u><u>52,715.91</u></u>



**PAYROLL 03/15/2023**

Document Date	Document Number	Amount
3/15/2023	25912	3,020.71
3/15/2023	25913	1,894.46
3/15/2023	25914	2,840.96
3/15/2023	25915	4,241.84
3/15/2023	25916	1,998.97
3/15/2023	25917	966.52
3/15/2023	25918	1,628.01
3/15/2023	25919	1,983.80
3/15/2023	25920	3,298.44
3/15/2023	25921	1,863.10
3/15/2023	25922	2,341.28
3/15/2023	25923	1,868.57
3/15/2023	25924	4,236.86
3/15/2023	25925	2,565.60
3/15/2023	25926	1,561.52
3/15/2023	25927	1,339.37
3/15/2023	25928	2,122.32
3/15/2023	25929	1,794.95
3/15/2023	25930	2,419.15
3/15/2023	25931	0.00
3/15/2023	25932	3,063.67
3/15/2023	25933	3,085.88
3/15/2023	25934	<u>2,579.93</u>

Total Direct Deposit      52,715.91

Total Checks Issued      0.00

**Total 52,715.91**

**Rosamond Community Services District**

Summary Check/Transaction Register

From 3/29/2023 Through 3/29/2023

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
3/29/2023	25935	Check	2,492.69
3/29/2023	25936	Check	2,080.80
3/29/2023	25937	Check	2,901.05
3/29/2023	25938	Check	4,241.85
3/29/2023	25939	Check	2,059.04
3/29/2023	25940	Check	1,046.00
3/29/2023	25941	Check	1,659.11
3/29/2023	25942	Check	1,643.14
3/29/2023	25943	Check	1,873.92
3/29/2023	25944	Check	3,298.43
3/29/2023	25945	Check	1,719.88
3/29/2023	25946		0.00
3/29/2023	25947	Check	2,135.15
3/29/2023	25948	Check	1,877.88
3/29/2023	25949	Check	4,236.85
3/29/2023	25950	Check	3,309.11
3/29/2023	25951	Check	1,614.36
3/29/2023	25952	Check	1,385.34
3/29/2023	25953	Check	2,704.33
3/29/2023	25954	Check	1,855.03
3/29/2023	25955	Check	2,419.16
3/29/2023	25956	Check	2,876.86
3/29/2023	25957	Check	2,395.51
3/29/2023	25958	Check	<u>2,894.58</u>
Report Total			<u>54,720.07</u>

**PAYROLL 03/29/2023**

Document Date	Document Number	Amount
3/29/2023	25935	2,492.69
3/29/2023	25936	2,080.80
3/29/2023	25937	2,901.05
3/29/2023	25938	4,241.85
3/29/2023	25939	2,059.04
3/29/2023	25940	1,046.00
3/29/2023	25941	1,659.11
3/29/2023	25942	1,643.14
3/29/2023	25943	1,873.92
3/29/2023	25944	3,298.43
3/29/2023	25945	1,719.88
3/29/2023	25946	0.00
3/29/2023	25947	2,135.15
3/29/2023	25948	1,877.88
3/29/2023	25949	4,236.85
3/29/2023	25950	3,309.11
3/29/2023	25951	1,614.36
3/29/2023	25952	1,385.34
3/29/2023	25953	2,704.33
3/29/2023	25954	1,855.03
3/29/2023	25955	2,419.16
3/29/2023	25956	2,876.86
3/29/2023	25957	2,395.51
3/29/2023	25958	<u>2,894.58</u>

Total Direct Deposit      54,720.07

Total Checks Issued      0.00

**Total 54,720.07**



UMPQUA BANK

ROSAMOND CSD

Account Number: #### #### #### 3476



Account Summary

Billing Cycle		02/28/2023
Days In Billing Cycle		28
Previous Balance		\$626.53
Purchases	+	\$475.63
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$626.53
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

**NEW BALANCE \$475.63**

Credit Summary

Total Credit Line	\$2,500.00
Available Credit Line	\$2,024.37
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries



Call us at: (866) 777-9013  
Lost or Stolen Card: (866) 839-3485



Go to [www.umpquabank.com](http://www.umpquabank.com)



Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$475.63
MINIMUM PAYMENT	\$475.63
PAYMENT DUE DATE	03/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/21	02/21		0000000LBX2302210125004	PAYMENT - THANK YOU	\$626.53-
02/27	02/28	PPLN01	24037243058900018601190	502 BUILDING MATERIALS SU 877-8144102 CA	\$475.63

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number

#### #### #### 3476

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

02/28/23

New Balance

\$475.63

Total Minimum Payment Due

\$475.63

Payment Due Date

03/25/23

\$



ROSAMOND CSD  
3179 35TH STREET WEST  
ROSAMOND CA 93560-5929



15180

MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS  
PO BOX 35142 - LB1101  
SEATTLE WA 98124-5142

25 0008 3476 0000 0000 00000000 00000000 0



UMPQUA BANK

ROSAMOND CSD  
ROSAMOND CSD  
Account Number: #### #### #### 3542



Account Summary

Billing Cycle		02/28/2023
Days In Billing Cycle		28
Previous Balance		\$9,311.31
Purchases	+	\$5,560.90
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$168.59
Payments	-	\$9,202.72
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

**NEW BALANCE \$5,500.90**

Credit Summary

Total Credit Line	\$50,000.00
Available Credit Line	\$44,499.10
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

Call us at: (866) 777-9013  
Lost or Stolen Card: (866) 839-3485

Go to [www.umpquabank.com](http://www.umpquabank.com)

Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	<b>\$5,500.90</b>
MINIMUM PAYMENT	<b>\$5,500.90</b>
PAYMENT DUE DATE	<b>03/25/2023</b>

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/27	02/01		74755423031260284753000	CREDIT VOUCHER HILTON HOTELS 760-3206868 CA	\$60.00-
02/01	02/02	PPLN01	24275393032900011912417	KERN DATA 888-8717205 CA	\$154.00
01/17	02/03		0000000LBX2301172981002	PAYMENT - THANK YOU	\$3,816.96-
01/31	02/03	PPLN01	74807253034004034571020	LATE FEE - REVERSAL	\$35.00-
01/31	02/03	PPLN01	74807253034005034672000	FINANCE CHARGE CREDIT	\$73.59-
02/07	02/08	PPLN01	24493983039207710602704	CAL CHAMBER OF COMMERCE 800-331-8877 CA	\$499.00
02/08	02/09	PPLN01	24692163039107510938894	SQ *MR DONUTS Rosamond CA	\$12.99
02/12	02/13	PPLN01	24692163043100655409056	AMZN Mktg US*HE3YB5QV0 Amzn.com/bill WA	\$194.78
02/13	02/14	PPLN01	24493983044286357800030	ASSOCIATION OF CALIFORNI 916-441-4545 CA	\$815.00
02/13	02/14	PPLN01	24493983044286357800048	ASSOCIATION OF CALIFORNI 916-441-4545 CA	\$815.00
02/13	02/14	PPLN01	24137463045001684186480	USPS PO 0566120560 ROSAMOND CA	\$8.13
02/15	02/15	PPLN01	24430993046400813002627	MSFT * E0100M4JCV MSBILL.INFO WA	\$506.00
02/15	02/15	PPLN01	24430993046400813002676	MSFT * E0100M4JCV MSBILL.INFO WA	\$190.00

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number

#### #### #### 3542

Check box to indicate  
name/address change   
on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
02/28/23	\$5,500.90	\$5,500.90	03/25/23

\$



ROSAMOND CSD  
3179 35TH STREET WEST  
ROSAMOND CA 93560-5929



15181

MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142

25 0008 3542 0000 0000 00000000 00000000 0

ROSAMOND CSD  
 ROSAMOND CSD  
 Account Number: ##### 3542



Cardholder Account Summary Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/16	02/16	PPLN01	24692163047103061128712	AMZN Mktp US*HE9ZM6551 Amzn.com/bill WA	\$32.49
02/21	02/21		0000000LBX2302210125005	PAYMENT - THANK YOU	\$5,385.76-
02/21	02/23	PPLN01	24000973053471200455076	HOTEL ABREGA MONTEREY CA	\$1,456.77
02/21	02/23	PPLN01	24000973053471200455274	HOTEL ABREGA MONTEREY CA	\$861.75
02/27	02/28	PPLN01	24011343058000042116741	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM <sup>1</sup>	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
<b>Purchases</b>									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$5,500.90
<b>Cash</b>									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 28		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
<sup>1</sup> FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



UMPQUA BANK

ROSAMOND CSD  
Account Number: #### #### #### 7121



Account Summary

Billing Cycle 02/28/2023  
 Days In Billing Cycle 28  
 Previous Balance \$0.00  
 Purchases + \$1,080.37  
 Cash + \$0.00  
 Balance Transfers + \$0.00  
 Special + \$0.00  
 Credits - \$0.00  
 Payments - \$0.00  
 Other Charges + \$0.00  
 Finance Charges + \$0.00

**NEW BALANCE \$1,080.37**

Credit Summary

Total Credit Line \$10,000.00  
 Available Credit Line \$8,919.63  
 Available Cash \$0.00  
 Amount Over Credit Line \$0.00  
 Amount Past Due \$0.00  
 Disputed Amount \$0.00

Account Inquiries

Call us at: (866) 777-9013  
 Lost or Stolen Card: (866) 839-3485  
 Go to [www.umpquabank.com](http://www.umpquabank.com)  
 Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

**NEW BALANCE \$1,080.37**  
**MINIMUM PAYMENT \$1,080.37**  
**PAYMENT DUE DATE 03/25/2023**

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/02	02/03	PPLN01	24692163033103233254855	CHEVRON 0308264 ROSAMOND CA	\$85.28
02/09	02/10	PPLN01	24692163040108409053883	CHEVRON 0308264 ROSAMOND CA	\$86.45
02/13	02/14	PPLN01	24493983044286357800055	ASSOCIATION OF CALIFORNI 916-441-4545 CA	\$815.00
02/16	02/17	PPLN01	24692163047103371445830	CHEVRON 0308264 ROSAMOND CA	\$93.64

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142



Account Number

#### #### #### 7121

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AMOUNT OF PAYMENT ENCLOSED

**Closing Date** 02/28/23  
**New Balance** \$1,080.37  
**Total Minimum Payment Due** \$1,080.37  
**Payment Due Date** 03/25/23

\$



ROSAMOND CSD  
3179 35TH STREET WEST  
ROSAMOND CA 93560-5929



MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142

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UMPQUA BANK

ROSAMOND CSD

Account Number: ##### 7744



Account Summary

Billing Cycle		02/28/2023
Days In Billing Cycle		28
Previous Balance		\$3,087.03
Purchases	+	\$1,056.58
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$3,087.03
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$1,056.58

Credit Summary

Total Credit Line	\$5,000.00
Available Credit Line	\$3,943.42
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries



Call us at: (866) 777-9013  
Lost or Stolen Card: (866) 839-3485



Go to www.umpquabank.com



Write us at PO BOX 35142 - LB1181, SEATTLE, WA  
98124-5142

Payment Summary

NEW BALANCE	\$1,056.58
MINIMUM PAYMENT	\$1,056.58
PAYMENT DUE DATE	03/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/01	02/02	PPLN01	24692163032102557039117	AMZN Mktp US*070GM1LE3 Amzn.com/bill WA	\$11.78
02/01	02/02	PPLN01	24431063032083333599640	AMAZON.COM*RU4A91GR3 AMZN AMZN.COM/BILL WA	\$47.82
02/02	02/02	PPLN01	24692163033102908649100	AMZN Mktp US*NC44C6L73 Amzn.com/bill WA	\$142.74
02/02	02/03	PPLN01	24492153033745574350073	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$14.99
02/09	02/10	PPLN01	24431063040083306300901	AMAZON.COM*545PB9EV3 AMZN AMZN.COM/BILL WA	\$84.40
02/13	02/13		0000000LBX2302131743011	PAYMENT - THANK YOU	\$3,087.03
02/16	02/17	PPLN01	24055233048400146000028	BOHN'S PRINTING LANCASTER CA	\$44.10
02/16	02/17	PPLN01	24000973047450100580653	THE UPS STORE 2531 661-7269135 CA	\$258.63
02/22	02/23	PPLN01	24431063053083739135308	AMAZON.COM*HD6YE44ND AMZN AMZN.COM/BILL WA	\$147.52
02/24	02/24	PPLN01	24692163055108856352699	AMZN Mktp US*HD9113TA0 Amzn.com/bill WA	\$19.35
02/27	02/28	PPLN01	24492153058852363336543	OWPSACSTATE 916-278-6142 CA	\$75.00
02/27	02/28	PPLN01	24492153058852363235273	OWPSACSTATE 916-278-6142 CA	\$210.25

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number

##### 7744

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

02/28/23

New Balance

\$1,056.58

Total Minimum Payment Due

\$1,056.58

Payment Due Date

03/25/23

\$

ROSAMOND CSD  
3179 35TH STREET WEST  
ROSAMOND CA 93560-5929



15051

MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142

25 0005 7744 0000 0000 00000000 00000000 0



**SEWER COMMITTEE MEETING OF THE  
BOARD OF DIRECTORS  
ROSAMOND COMMUNITY SERVICES DISTRICT**

5:00 PM Sewer Committee Meeting  
Tuesday March 21, 2023  
District Conference Room  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

Teleconference #  
1-877-411-9748  
Access Code: 5150560

**Minutes**

**CALL TO ORDER**

The meeting was called to order at 5:01 pm by Director Webb.

**ROLL CALL**

Director Rick Webb Present  
Vice President Ben Stewart Present

General Manager (GM) Kim Domingo Present  
Board Secretary/Dir. of Administration Sherri Timm Present  
Director of Public Works John Houghton Present (Arrived 5:03PM)

**PUBLIC COMMENTS**

(At this time, any person may address the Committee on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5 minutes.) 5:03 PM

None

**DISCUSSION**

**D 1. SSMP and FOG Compliance Status (Presenter GM Kim Domingo)**

John Houghton stated the SSMP is a work in progress.. He presented the FOG inspection findings:

70 total inspections were completed:

46 were Industrial/Commercial

24 were FOG(fats oils and grease)- 6 best management inspections, 9 grease trap inspections with one facility having 2 traps, 9 interceptors.

2 facilities were out of business.

1 facility temporarily closed.

1 non inspection.

11 of the facilities inspected were out of compliance because of full grease traps. 7-day notices were issued. Fines are to be determined. Public Works staff will reinspect those who were issued 7-day notices.

GM Domingo will review the Industrial Waste Discharge Program. Follow up by the District will include reviewing and developing policies and procedures for inspections, including frequency and schedule of fees.

## **D 2. Sewer Report Review (Presenter GM Kim Domingo)**

A brief overview of the new monthly sewer report content was discussed:

Footage cleaned.

SSO's

Manhole inspections

Repairs.

Calls from customers.

Footage camera-ed.

Illicit discharges.

FOG Inspections

Pest control measures.

Man-hours spent.

The reported activity will be presented at each regular Board Meeting.

## **D 3. PFAS (Per-and Polyfluoroalkyl Substances) (Presenter GM Kim Domingo)**

An overview of the PFAS issues was presented. The EPA has been studying it and is proposing a National Primary Drinking Water Regulation to establish legally enforceable levels called Maximum Contaminant Levels (MCL's) for 6 PFAS known to occur in drinking water. The EPA is proposing to regulate 2 of the 6 PFAS (PFOA and PFOS) at a level that can be reliably measured at 4 parts per trillion, which are extremely low levels. The District will need to monitor if it's in our system and public notification will be required. The District has previously measured for PFAS and no detectible amounts were found in our drinking water. They were, however, found in the influent at the Wastewater Reclamation Plant and

are not broken down by the biological process at the plant, We may not find PFAS in our wastewater but instead, in the sludge(biosolids) and our challenge will be finding the technologies for the removal. Incineration is the most effective removal method. Director Webb wants the District to be knowledgeable and a resource to others. The Committee has asked to keep the item on the agenda to revisit the issue.

### **ADJOURNMENT**

A motion to adjourn at 5:41 PM was made by Director Stewart and seconded by Director Webb. Motion passed, all ayes.

Requirements Regarding Disabled Access: In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-5808, Email: [stimm@rosamondcsd.com](mailto:stimm@rosamondcsd.com) or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35<sup>th</sup> Street West, Rosamond, CA 93560. Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35<sup>th</sup> Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

Respectfully submitted:

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Rosamond Community Services District  
Board of Directors

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Board Secretary

# FINANCE COMMITTEE MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

9:00 AM Finance Committee Meeting  
Tuesday March 21, 2023  
District Conference Room  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

Teleconference #  
1-877-411-9748  
Access Code: 5150560

## Minutes

### CALL TO ORDER

The meeting was called to order at 9:01 AM by President Glennan.

### ROLL CALL

President Byron Glennan Present  
Director Rick Webb Present

General Manager (GM) Kim Domingo Present  
Board Secretary/Dir. of Administration Present

### PUBLIC COMMENTS

(At this time, any person may address the Committee on any subject within the District's jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Committee on any agenda matter at the time that matter is discussed, prior to Committee consideration and action. Speakers are requested to limit comments to five (5) minutes.

None.

### DISCUSSION

#### D 1. WWTP Project Financial Status (Presenter General Manager Kim Domingo)

Gm Domingo provided an update of the Wastewater Treatment Plant finances. GM Domingo wants to make sure the Board has all information needed to be informed, in order to ensure their fiduciary responsibility to the public. A review of the finances of the project's overall costs versus commitments was discussed. An analysis was done on the initial contract

amount, with a review of change orders to determine if the District change order costs are within industry standards. Typical change order costs run 3-7% of the initial contract amount and the analysis revealed the District is within industry standards at 4.78%.

President Glennan expressed concern about the project management. Generally speaking, the project manager, Kennedy Jenks, have done a good job. The District possibly could have saved \$500k but did not have the expert oversight needed for this project.

Contract issues with Kennedy Jenks were discussed. GM Domingo informed the Committee that he is looking at bringing a Management Analyst position on board to perform house functions that are missing and needed.

GM Domingo will have the next change order information presented at the April 12th Regular Board meeting.

**D 2. Fees Related to new Water and Sewer Service Connections  
(Presenter General Manager Kim Domingo)**

GM Domingo informed the Committee that the \$13,000 water acquisition fee and the \$13,000 connection fee need to be formally adopted by the Board. GM Domingo suggested the District finish the study that was started to ensure these fees make sense.

**D 3. Discontinuance of Residential Water Service for Failure to Pay Bills – Delinquent Payment Fees. (Presenter Sherri Timm)**

Clarification of the District's existing Water Disconnection Policy fees is needed. District Counsel was consulted to review fees to determine if they are SB998 compliant. At this time, Counsel response has not been received. Item will be placed on the agenda at the next Finance Committee Meeting.

**ADJOURNMENT**

A motion to adjourn the meeting at 10:02 AM was made by Director Webb and seconded by President Glennan. Motion passed, all ayes.

Requirements Regarding Disabled Access: In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-5808, Email: [stimm@rosamondcsd.com](mailto:stimm@rosamondcsd.com) or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35<sup>th</sup> Street West, Rosamond, CA 93560. Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35<sup>th</sup> Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

Respectfully Submitted:

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Rosamond Community Services District  
Board of Directors

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Board Secretary

**REGULAR MEETING OF THE  
BOARD OF DIRECTORS  
ROSAMOND COMMUNITY SERVICES DISTRICT**

5:30PM Closed Session  
6:00 PM Regular Board Meeting  
Wednesday, March 22, 2023  
District Board Room  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

Teleconference  
1-877-411-9748  
Access Code: 5150560

**Minutes**

**CALL TO ORDER**

The meeting was called to order at 5:32 PM by Vice President Ben Stewart

**ROLL CALL**

Director Greg Washington	Present
Director Alfred Wallis	Present
Director Rick Webb	Teleconference
Vice President Ben Stewart	Present
President Byron Glennan	Teleconference

General Manager Kim Domingo	Present
Director of Public Works John Houghton	Present (arrived at 5:57 PM)
Director of Administration Sherri Timm	Present
Legal Counsel, John Komar, Esq.	Teleconference

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA**

A motion to approve the agenda was made by Director Webb and seconded by Director Washington.

**Motion passed, 5/0 all ayes.**

**PUBLIC COMMENTS**

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None

**VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE**

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

None

**CLOSED SESSION**

A motion to go into Closed Session at 5:34 PM was made by Director Washington and seconded by Director Wallis.

**Motion passed 5/0, all ayes.**

**CS 1. CONFERENCE WITH LABOR NEGOTIATORS**

**Pursuant to Government Code Section 54957.6**

**Representative: Kim Domingo**

**Organization: American Federation of State, County and Municipal Employees (AFSCME), Local 1902**

**CS 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

**Pursuant to Government Code Section 54956.8**

**APNs: 473-023-06, 473-023-08**

**Agency negotiator: Kim Domingo**

**Negotiating party: Owners of at issue parcels**

**Under negotiation: Price and Terms**

**PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION**

A motion to come out of Closed Session at 5:53 PM was made by Director Washington and seconded by Director Wallis.

**Motion passed 5/0, all ayes.**

X No Reportable Action for item CS 2

X Reportable Action for item CS 1. by GM Kim Domingo. MOU Side letter agreement was approved.



**6:00 P.M. OPEN SESSION** Time: 6:00 PM

**PUBLIC COMMENTS**

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Public member David Snyder expressed interest in revitalizing the parks and recreation department. He asked if CSA 63-5 is still viable. Vice President Ben Stewart referred the matter to District staff for follow up.

**VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE**

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes).

John Joyce – Rosamond News  
Collin Snitchler - Hydrostar

**CONSENT CALENDAR**

CC 1 Review and receive Check/Voucher Register dated February 28, 2023 through March 13, 2023, Payroll (Direct Deposit) dated March 1 2023, Payroll (checks) dated March 1, 2023.

A motion to approve CC 1 was made by Director Webb and seconded by Director Wallis.

**Motion passed 5/0, all ayes.**

**MINUTES**

M 1 Approve February 27, 2023 Sewer Committee Meeting Minutes.

M 2 Approve March 8, 2023 Regular Board Meeting Minutes.

A motion to approve M 1 and M 2 was made by Director Washington and seconded by Director Webb.

**Motion passed 5/0, all ayes.**

**PRESENTATIONS**

**PR 1. Water Reclamation Plant Project Update.**

No report.

**DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS**

Director Washington- Stay diligent in preparing for home emergencies. Have a wrench by the gas valve and a T wrench for shutting off water. He also said that there will be an invitation forthcoming to GM Domingo and key personnel to tour the Pure Water Recycling Plant in Carson.

Director Wallis – no report

Director Webb – Shared information regarding a disaster preparedness event at Pierce College at 9:00 AM this Saturday.

Director Stewart – Welcomed Mr. Snyder as the first member of the public to attend in person since the meeting went virtual for COVID.

President Glennan – AVEK recently announced they would be receiving 30% of their water allocation, with an expectation of it increasing to 60% by week’s end. He also attended a risk management conference.

**GENERAL COUNSEL UPDATE**

John Komar, Esq

No report

**GENERAL MANAGER UPDATE**

GM Kim Domingo reported on the following items:

- 1) Funds to either repair or demolish the Diamond Street property will be included in the new budget. This will be brought to the Board in April.
- 2) A meeting with a potential lessee to discuss a lease option for the District property on 20<sup>th</sup> Street has been scheduled.
- 3) GM Domingo has reached out to the Superintendent of Southern Kern Unified School District to discuss the water connection at the high school.
- 4) The board training session has been tentatively moved to April 26<sup>th</sup>.
- 5) ACWA will be using online voting for this year’s officer’s election. Each member agency gets one vote, who is the GM by default. The Board was asked if they would like to designate someone else.
- 6) The budget process has started and will be brought to the board in May.

- 7) Kern County Public Works will be re-constructing and overlaying a stretch of Rosamond Blvd, beginning mid-summer. The District will be responsible for lowering its valve cans and manholes before construction and to bring them back up to grade after construction. Completion is anticipated by year end. The District will be establishing a project in the budget and will prepare a bid package for the work to be performed by a contractor.
- 8) GM Domingo will be on jury duty the week of April 17<sup>th</sup>.

### **DIRECTOR OF ADMINISTRATION UPDATE**

Sherri Timm announced RCSD will resume water disconnections and charging late fees for delinquent accounts beginning May 1<sup>st</sup>. RCSD is working with our communications specialists to get the word out. The customer service team has also been calling delinquent customers to help them get their accounts in good standing.

### **PUBLIC WORKS UPDATE**

John Houghton reported the following:

- 2265 feet of sewer line cleaned
- No Sewer System Overflows (SSO)
- 12 manhole inspections
- No system repairs needed
- No customer call outs

Mr. Houghton also reported on FOG (fats, oils and grease) inspections:

70 total inspections were completed

46 were Industrial/Commercial

24 were FOG(fats oils and grease)- 6 best management inspections, 9 grease trap inspections with one facility having 2 traps, 9 interceptors.

2 facilities were out of business.

1 facility temporarily closed.

1 non inspection.

11 of the facilities inspected were out of compliance because of full grease traps. 7-day notices were issued. Fines are to be determined. Public Works staff will reinspect those who were issued 7-day notices.

### **ADJOURNMENT**

A motion to adjourn at 6:26 PM was made by Director Washington and seconded by Director Wallis. **Motion passed 5/0, all ayes.**

*Rosamond Community Services District  
Regular Board Meeting – Minutes  
Wednesday, March 22, 2023 @ 5:30PM*

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Respectfully submitted:

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Rosamond Community Services District  
Board of Directors

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Board Secretary

# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Authorize Diamond Street Property Project as a Mid-Year Project in the Amount of \$6,000

---

### **RECOMMENDATION:**

Authorize the Diamond Street Property Project as a mid-year project to be funded through the General Fund in the amount of \$6,000.

### **BACKGROUND:**

The District property at 2645 Diamond Street originally was used as an operations facility. When the District undertook parks operations, it was converted into a community center. Since parks operations have ceased under the District, the property has not been occupied and has experienced vandalism leaving it in a blighted condition. Action on the property should be done as soon as possible to mitigate potential liability risk to the District.

This property does not serve a function of either of the sewer or water enterprises, so any planned expenditures would need to come from the General Fund.

### **ANALYSIS:**

Staff visited the site to determine what alternatives could be developed to mitigate the blight condition. For any alternative considered, asbestos and lead testing is required prior to any renovation or demolition. In order to retain a testing service specifically for this effort a project should be set up with funds identified. A quotation from a testing service has been received from Yowell Environmental Services in the amount of \$4,252.34. A budget amount of \$6,000 is requested to account for staff time and other expenses that may be encountered as a result of the testing.

Current policy requires Board authorization of any commitment of District funds not currently included in the operational budget that exceed \$5,000. Additional funds are anticipated to be supplemented as soon as staff can develop, and the Board can select, the preferred alternative.

### **FISCAL REVIEW:**

The current General Fund budget has an unspent amount of \$3,600 in the Legal Fees category and \$3,900 in the Outside Services category. An adequate amount to pay for the testing service and staff time exists between the two categories.

### **LEGAL REVIEW:**

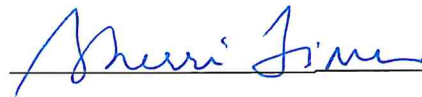
None

**CONCLUSION:**

The Board has requested action on this property and authorization is required to begin necessary action.



Kim Domingo, General Manager

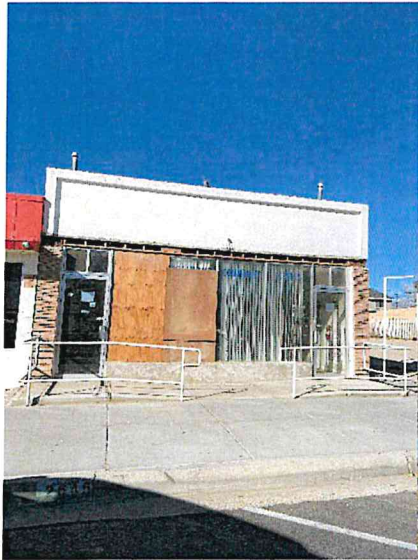


Sherri Timm, Director of Administration

**ATTACHMENTS:**

Feb 9, 2023 Photos

Yowell Environmental Services quotation.







# YES Environmental, Inc.

1201 24<sup>th</sup> Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

## Environmental Consulting Services

YES, Inc. is pleased to present this proposal of estimated costs associated with:

### Commercial Structure

2645 Diamond Street, Rosamond, CA 93560

Comprehensive asbestos and lead survey.

LABOR SERVICES					
Prevailing Wage Asb & Lead Insp	10	@	\$170.00 /hr	=	\$1,700.00
Mileage	152	@	\$0.63 /mile	=	\$95.76
Administration	3	@	\$55.00 /hr	=	\$165.00
Inspection Report	1	@	\$700.00 /ea	=	\$700.00
Labor Subtotal					\$2,660.76
LABORATORY ANALYSIS					
Asbestos bulk sample - Standard TAT	25	@	\$25.00 /ea	=	\$625.00
Asbestos bulk sample - complex - Standard TAT	10	@	\$45.00 /ea	=	\$450.00
Lead inspection via XRF Analyzer	1	@	\$95.00 /ea	=	\$95.00
Laboratory Subtotal					\$1,170.00
OTHER ASSOCIATED COSTS					
Federal Express Shipping	1	@	\$35.00 /ea	=	\$35.00
Contingency				10%	\$386.58
OAC Subtotal					\$421.58
Estimate Total					<u>\$4,252.34</u>

Proposal Date: March 7, 2023

Client: Rosamond Community Services District  
Attn: Kim Domingo, General Manager

THIS PROPOSAL IS GOOD FOR 60 DAYS  
THANK YOU FOR YOUR BUSINESS



# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Authorize Rosamond Boulevard Utility Grade Adjustment Mid-Year Project in the Amount of \$200,000

---

### **RECOMMENDATION:**

Authorize the Rosamond Boulevard Utility Grade Adjustment Mid-Year Project as a mid-year project to be funded through the Water Fund in the amount of \$100,000 and the Sewer Fund in the amount of \$100,000 for a total of \$200,000.

### **BACKGROUND:**

The County of Kern Public Works Department contacted the District regarding the upcoming Rosamond Boulevard Resurfacing Project, scheduled to be constructed between summer and the end of the calendar year. The District's water and sewer facilities are allowed to be in the County right-of-way through a franchise ordinance or permit. Under the arrangement, the District is required to move facilities to accommodate any County road improvement projects. There are approximately 23 sewer manhole collars and lids, and 19 water valve boxes and lids that conflict with the proposed grind and overlay project. The facilities will need to be lowered to facilitate the project and then raised after the project is done.

### **ANALYSIS:**

The District obtained a budgetary estimate for the work from its contractor contacts. With contingency, the total budget amount is \$400,000. Current policy requires Board authorization of any commitment of District funds not currently included in the operational budget that exceed \$5,000. Bid documents will be prepared to facilitate obtaining competitive bids in accordance with District policy.

### **FISCAL REVIEW:**

The work will need to be performed over two fiscal years. This request addresses the utility lowering process, which will occur within FY 22-23. The utility raising process will follow in FY 23-24 and will be identified in the budget document with a proposed budget of \$200,000. The total costs will be split equally between the two fiscal years.

Staff has identified the funds to be transferred from Capital Budget Project Numbers 01225 and 02225, identified as Admin Expansion A&E under both Water and Sewer projects. One hundred thousand dollars (\$100,000) from each project will be transferred to the proposed new project, leaving \$25,000 for project numbers 01225 and 02225.

### **LEGAL REVIEW:**

None

**CONCLUSION:**

The District is obligated under its franchise arrangement with the County to relocate its facilities for road improvement projects. There are adequate funds available this fiscal year for lowering the facilities. The funds to raise the facilities will be budgeted in the upcoming fiscal year.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

**ATTACHMENTS:**

Construction Plans Cover Sheet

Caltrans Notice to Owner

RCSD Responsibility Acknowledgement Letter

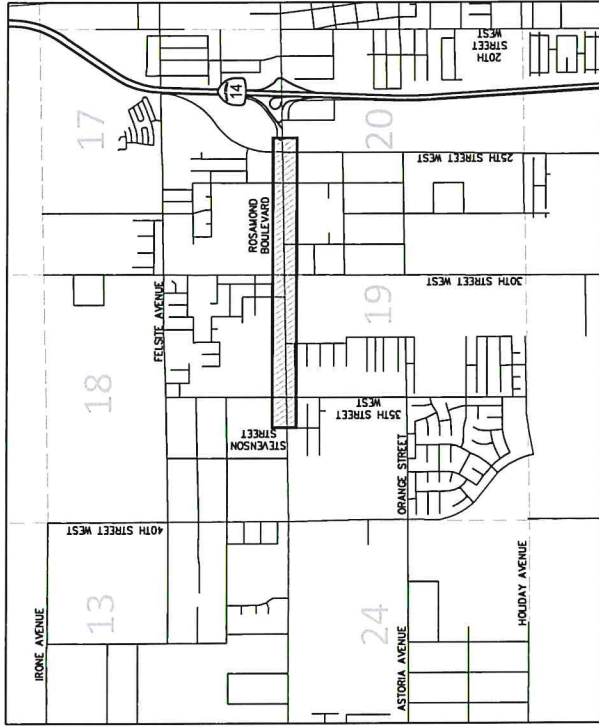
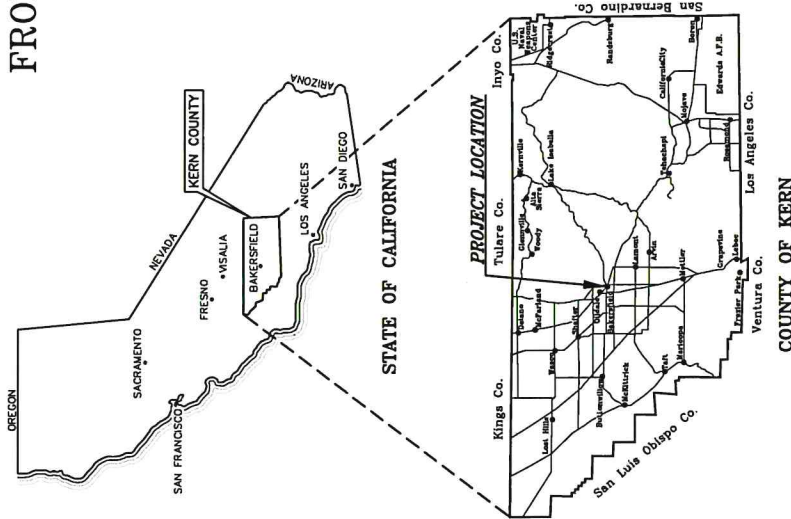
**INDEX OF SHEETS**  
 SHEET E-1  
 SHEET S-1 TO K-3  
 SHEET C-1 TO C-8  
 SHEET CD-1 TO CD-3  
 SHEET PD-1 TO PD-7

**LEGENDS, LINES, AND SYMBOLS**  
 SHEET INDEX PLAN  
 PRELIMINARY PLANS  
 CONSTRUCTION PLANS  
 CONSTRUCTION DETAILS  
 PAVEMENT DELINEATION PLANS

**COUNTY OF KERN  
 PUBLIC WORKS DEPARTMENT**

**PLANS FOR CONSTRUCTION OF  
 ROAD REHABILITATION ON ROSAMOND BOULEVARD  
 FROM STEVENSON STREET TO STATE ROUTE 14  
 CONTRACT No. 23022**

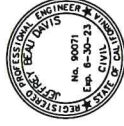
FEEL	SHEET	TOTAL
22/23	NO. 1	SHEETS 24



**NOTE:**  
 TO BE SUPPLEMENTED BY STATE OF CALIFORNIA STANDARD PLANS DATED 2018.  
 THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE 'NOTICE TO CONTRACTORS' ON PAGE 1 OF THE SPECIAL PROVISIONS.  
 CALL UNDERGROUND SERVICE ALERT, 1-800-642-2444, 48 HOURS PRIOR TO ANY EXCAVATION.

SCALE: N.T.S.

**Approval Recommended:**



Engineering Manager, Design  
 Public Works Department

RCE No. 90071



Director, Public Works Department

RCE No. 77460

**PROJECT BENCHMARK:**  
 BENCHMARK

ELEVATION = ???

**BASIS OF BEARINGS:**  
 DESCRIPTION

**PROJECT LOCATION**

**COUNTY OF KERN**

**NOTE:**  
 COUNTY ACKNOWLEDGEMENT OF PLANS FOR CONSTRUCTION AND APPROVAL OF PLANS BY SIGNATURE DOES NOT ABROGATE COUNTY WRITTEN SPECIFICATIONS BY OMISSION OR MISINTERPRETATION. AUTHORIZED COUNTY INSPECTIONS OR AGENTS MAY REQUIRE REVISIONS TO THE PLANS. THE CONTRACTOR SHALL OBTAIN THE NECESSARY CERTIFICATION AND ACCEPTANCE IN ORDER TO COMPLY WITH STANDARD SPECIFICATIONS.

APPROVED:  
 Chairman, Board of Supervisors

Date: \_\_\_\_\_

COUNTY OF KERN		Number: <u>230227RCSD</u>
CITY/COUNTY	ROUTE/STREET	PROJECT NUMBER
Kern	Rosamond Blvd	3000-RC00226
Federal Aid Number: STPL-5961(019)		
Owner's Plan Number: County Plans, Sheet(s) C-1 through C-6		
Date: 02-27-2023	"On-System": <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

To: Rosamond Community Services District  
c/o Kim Domingo  
General Manager  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

Because of the County of Kern road resurfacing project on Rosamond Boulevard in Rosamond, Kern County, which affects your facilities: water valve lids and sewer manholes as shown on plan set sheet(s) C-1 through C-6.

You are hereby ordered to: Adjust (lower) your valve lids and sewer manhole covers in accordance with County Plan Set Sheet(s) C-1 through C-6.

Your work schedule shall be from: 03/15/2023 to 06/15/2023 You may adjust (raise) to finished grade upon notice from the contractor that construction is complete (Estimated date 12/31/2023).

Notify Scott Radsick at #661-862-8985, 48 hours prior to initial start of work, and an additional 24 hours notification for subsequent starts when the work schedule is interrupted.

Liability is 100% Owner pursuant to Franchise Ordinance/Permit.

Owner Rep:

Kim Domingo  
General Manager

cc: Resident Engineer  
Permits

By

Samuel D. Lux, P.E.  
Public Works Director

**THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.**

The Parties agree that this Notice to Owner will set forth the terms, covenants, and conditions that are mutually agreed upon by the parties, and that the Notice to Owner shall constitute the written agreement required by 23 CFR 645.113 ("Written Agreement"). Owner must submit all reimbursement and other payment claims arising from this Notice to Owner to within 180/365 calendar days of the completion of the relocation (the "Claim Period"), and Owner waives, releases, and forfeits all right to reimbursement and any other payment for any claims that are submitted after the Claim Period.

**Distribution:** 1) Owner, 2) Utility Coordinator – File, 3) RE – File  
4) DLAE – File, 5) District Utility Coordinator - File



Rosamond Community Services District

## ROSAMOND COMMUNITY SERVICES DISTRICT

3179 35<sup>th</sup> Street West, Rosamond CA 93560  
Tel. 661.256.3411 Fax 661.256.2558  
Website: [www.rosamondesd.com](http://www.rosamondesd.com)

### BOARD OF DIRECTORS

Byron Glennan  
*President*

Ben Stewart  
*Vice President*

Rick Webb

Alfred Wallis

Gregory Washington

### GENERAL MANAGER

Kim Domingo, PE

February 13, 2023

Natalie Soto  
Kern County Public Works  
2700 M St Suite 400  
Bakersfield, CA 93301

Rosamond Boulevard Resurfacing Project  
Utility Adjustment Responsibility and Schedule

Dear Ms. Soto,

Regarding Kern County's Road Resurfacing Project on Rosamond Boulevard from Stevenson Street to State Route 14, Rosamond Community Services District has determined that our facilities are maintained and located within the County of Kern's right of way under permit and/or franchise. The adjustments (lowering and raising) or relocations of our facilities will be at our cost and we will endeavor to have them completed per Kern County's plan set prior to the start of construction.

Please contact us if you have any questions.

Regards,

A handwritten signature in blue ink that reads 'Kim Domingo'. The signature is fluid and cursive, with the first name 'Kim' and last name 'Domingo' clearly legible.

Kim Domingo  
General Manager

Copies to: John Houghton

# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023  
TO: Board of Directors  
FROM: Kim Domingo, General Manager  
Subject: Authorization to Join ACWA Coalition Opposing Water Rights Legislation

---

### **RECOMMENDATION:**

Authorize joining the ACWA Coalition Opposing Water Rights Legislation and direct staff to send the necessary District information to ACWA.

### **BACKGROUND:**

The District is a member of the Association of California Water Agencies (ACWA), which monitors upcoming legislative action affecting membership. ACWA is organized in ten regions, with the District having membership in Region 7 which includes Kern and Tulare counties.

There are three proposed bills, two originating in the Assembly (AB 460 and AB 1337) and one in the Senate (SB 389) that would provide the State Water Resources Control Board with sweeping authorities that could adversely affect current water rights holders. ACWA has provided details in the attached Outreach Alert.

### **ANALYSIS:**

The District currently holds water right allocations in the Antelope Valley Groundwater Basin, which was adjudicated to ensure sustainable use. The adjudication of the basin granted an initial allocation of 404 AFY. The District has acquired approximately another 1375 AFY of allocations through water rights purchases.

The AV Watermaster manages the groundwater basin in accordance with the adjudication. While unlikely, the proposed legislation may result in another layer of oversight that is not desired or needed in the basin.

### **FISCAL REVIEW:**

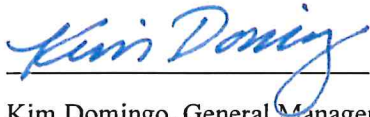
There is no cost associated with joining the coalition.

### **LEGAL REVIEW:**

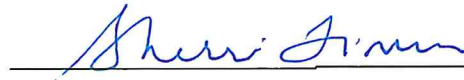
None

**CONCLUSION:**

While it is unlikely that the proposed legislation would affect District operations, joining the coalition does not result in additional cost and supports member agencies that would be adversely affected.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

**ATTACHMENTS:**

ACWA Outreach Alert



 **OUTREACH ALERT**

LEGISLATIVE | WATER RIGHTS  
March 14, 2023

## Members Urged to Join Coalition to Oppose Three Water Rights Bills That Threaten California's Water Rights System

A series of bills seeking to fundamentally change the way California's water rights system is implemented and enforced have been introduced in the Legislature in an effort to attack the current water rights system. ACWA's State Legislative Committee has taken an oppose position on three bills that present substantial concerns for public water agencies. ACWA staff is making it a top priority to stop these bills, which would upend California's water rights system.

### Take Action Now

**Join the Coalition.** The water community must be united in stopping these bills. ACWA is strongly urging every member agency to join the coalition in opposition of the three bills summarized below. Let ACWA know that you want your agency to be listed on separate coalition letters by submitting your agency's logo and signature block (name, title, agency) to ACWA State Relations Analyst [Richard Filgas](mailto:Richard.Filgas@acwa.com) and [outreach@acwa.com](mailto:outreach@acwa.com).

### Background

The following bills threaten to undermine the basic foundation of water management and water delivery in California.

**AB 460** (Bauer-Kahan) would grant the State Water Resources Control Board new and sweeping authority to issue interim relief orders against water diverters and users. Additionally, these orders could be issued without holding a hearing in which water right holders could defend their actions.

The bill would also authorize the State Water Board to enforce the orders by imposing onerous and costly requirements on water users. This could include curtailing diversions, imposing new minimum streamflow requirements, directing reservoir operations, requiring the diverter to conduct technical studies, and more.



 **OUTREACH ALERT**

**AB 1337** (Wicks) would authorize the State Water Board to adopt wide-ranging regulations and enforce them through curtailing diversions or use of water under any claim of right. The bill would not require the State Water Board to hold a hearing before issuing curtailments.

This bill would strip water right holders of their constitutional due process guarantees and create significant uncertainty for communities and industries that depend on a reliable supply of water that California's existing water rights system ensures.

**SB 389** (Allen) would authorize the State Water Board to investigate and determine the scope and validity of any water right claim. In any proceeding to evaluate the basis of a water right, the water right holder would have the burden of proving the basis of the right. ACWA has serious concerns with authorizing the State Water Board to drag water right holders before the Board to prove their claims.

### Questions

For questions about any of the water rights bills, please contact ACWA Legislative Advocate [Kristopher Anderson](mailto:kristopher.anderson@acwa.com) at (916) 441-4545.

# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023  
TO: Board of Directors  
FROM: Kim Domingo, General Manager  
Subject: Approve Water Reclamation Project Change Order No. 7

---

### **RECOMMENDATION:**

Approve Change Order No. 7 for the Water Reclamation Project and authorize the General Manager to execute the document.

### **BACKGROUND:**

On August 28, 2019, the Water Reclamation Plant Project was awarded to Pacific Hydrotech in the amount of \$13,227,304.83. The contract time was to be 500 calendar days from the date of the Notice to Proceed, which was issued on October 28, 2019.

Since construction began and due to changes in the work consisting of additions and deletions to the scope of work, the contract has been modified by change order six (6) times, resulting in an increase in the contract of \$430,972.25 and 36 additional calendar days. The total current contract is \$13,658,357.08 and the contract completion date from 536 calendar days is April 15, 2021.

Because of additional facility adjustments and needs that have been discovered during the plant startup, several items are required to implement the changes needed for the plant to operate according to the design intent. These proposed modifications proposed in Change Order No. 7 amount to \$203,981.86 and twelve (12) additional calendar days.

### **ANALYSIS:**

District policy requires that all change orders are to be brought to the Board for approval (RCSD Policy 3042.2.3). Staff compared the overall project costs which include construction, design and construction management, and administrative costs with typically expected costs for a project of this scope. To compare project performance, the California Multi-Agency CIP Benchmarking Study (2011 Update) was consulted. In the Study, the "soft" (non-construction) costs have averaged 40% of construction costs. Through Change Order No. 6, the total soft costs for this project are 32 percent of construction costs, within the expected cost magnitude for design, construction management and administrative services.

Change order amounts for a project of this scope range between 3 to 7 percent. Through Change Order No. 6, the change order percentage has been 3.26%. With proposed Change Order No. 7, the percentage increases to 4.8%, still within the expected range of additional costs for this type of project.

Staff has reviewed the individual Potential Change Order (PCO) descriptions for applicability and necessity for the project. Kennedy Jenks, the Construction Manager for the District, negotiated the scope and pricing and is recommending approval of the items and requested additional time of 12 calendar days. Staff recommends approval of Change Order No. 7.

**FISCAL REVIEW:**

This action will result in an increase to the project of \$203,981.86, for a total contract amount of \$13,862,338.94. Staff consulted with the Finance Director and there are funds available to pay for this increase.

**LEGAL REVIEW:**

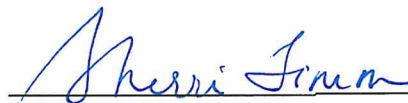
None

**CONCLUSION:**

With approval of Change Order No. 7, the contractor can continue towards project completion. Staff will keep the Board apprised of progress.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

**ATTACHMENTS:**

Change Order No. 7

Construction Contract History Table

Cover Page – California Multi-Agency CIP Benchmarking Study (Sept 2011)

**CHANGE ORDER FORM**

**CHANGE ORDER NO. 07**

**DATE: 3/27/23**

**DATE OF CONTRACT:** October 28, 2019

**PROJECT TITLE:** Wastewater Treatment Plant Rehabilitation Project

**TO CONTRACTOR:** Pacific Hydrotech Corporation  
314 E 3<sup>rd</sup> Street  
Perris, CA 92570

**When this change order has been approved by Rosamond Community Services District, you are directed to make the following changes under the Contract, subject to all Contract provisions.**

**ITEM 1**

DESCRIPTION: PCO #40 – RCSD requested for the addition of sunshades, not provided for in PHC’s original contract, for exposed instruments. Added costs are for procurement and installation of sunshades for 7 flow meters.

Item 1 is an ~~ADD~~ / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of \$ 3,699.39  
and requires 5 calendar days ~~ADDED~~ / ~~DEDUCTED~~

**ITEM 2**

DESCRIPTION: PCO #42 – Per RFI #117 response, blower harmonic filters are required to be relocated from next to panel P7 in the electrical room to next to the blower pads. Added costs are for T&M field work to provide for connection of blowers to harmonic filters at new location.

Item 2 is an ~~ADD~~ / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of \$ 4,439.99  
and requires 3 calendar days ~~ADDED~~ / ~~DEDUCTED~~

**ITEM 3**

DESCRIPTION: PCO #43 – Per field order #33 in response to RFI #152, blower duct dampers, not provided for in PHC’s original contract, are required to be installed. Added costs are for materials and installation of (2) backdraft dampers.

Item 3 is an ~~ADD~~ / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of \$ 7,379.89  
and requires 4 calendar days ~~ADDED~~ / ~~DEDUCTED~~

**ITEM 4**

DESCRIPTION: PCO #46 – Per RFI #125 response, relocation and extension of conduit and wiring to existing sludge pumps valves is required. Added costs are for T&M field work to relocate conduit and wiring.

Item 4 is an ~~ADD~~ / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of \$ 7,506.38  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

**ITEM 5**

DESCRIPTION: PCO #47 – Per field order #31 in response to RFI #124, relocation of the aeration basin ductbank is required due to an unforeseen conflict with the existing overflow influent vault. Added costs are for T&M field work to provide for ductbank relocation.

Item 5 is an ADD /~~DEDUCT~~ /~~NO CHANGE~~ in the amount of \$ 64,328.39  
and requires 0 calendar days ~~ADDED~~ /~~DEDUCTED~~

**ITEM 6**

DESCRIPTION: PCO #48 – Per field order #9, an additional power supply for 41 LIT-101, not provided for in PHC’s original contract, is required to be installed in the blower electrical room. Added costs are for T&M field work to install the power supply.

Item 6 is an ADD /~~DEDUCT~~ /~~NO CHANGE~~ in the amount of \$ 8,884.39  
and requires 0 calendar days ~~ADDED~~ /~~DEDUCTED~~

**ITEM 7**

DESCRIPTION: PCO #49 – Per RFI #138 response, control relays, not provided for in PHC’s original contract, are required to be added to the ICP-2 cabinet for the new clarifier. Added costs are for T&M field work to supply and install the relays.

Item 7 is an ADD /~~DEDUCT~~ /~~NO CHANGE~~ in the amount of \$ 2,374.25  
and requires 0 calendar days ~~ADDED~~ /~~DEDUCTED~~

**ITEM 8**

DESCRIPTION: PCO #50 – Per RFI #145 response, additional wire pulls and terminations, not provided for in PHC’s original contract, are required for controls to motorized valves. Added costs are for T&M field work to install the wiring.

Item 8 is an ADD /~~DEDUCT~~ /~~NO CHANGE~~ in the amount of \$ 14,230.52  
and requires 0 calendar days ~~ADDED~~ /~~DEDUCTED~~

**ITEM 9**

DESCRIPTION: PCO #51 – Per RFI #149 response, relocation of feeder breaker to 70 PNV-1 from panel 3A to panel 4 is required. Added costs are for T&M field work to relocate feed to new breaker location.

Item 9 is an ADD /~~DEDUCT~~ /~~NO CHANGE~~ in the amount of \$ 2,311.42  
and requires 0 calendar days ~~ADDED~~ /~~DEDUCTED~~

**ITEM 10**

DESCRIPTION: PCO #52 – Per field order #9, additional conduit and wiring, not provided for in PHC’s original contract, are required from PIT 211 to ICP3. Added costs are for concrete coring, materials, and installation of additional conduit and wiring.

Item 10 is an ADD /~~DEDUCT~~ /~~NO CHANGE~~ in the amount of \$ 9,741.40  
and requires 0 calendar days ~~ADDED~~ /~~DEDUCTED~~

**ITEM 11**

DESCRIPTION: PCO #54 – Per RFI #77 response, relocation of an existing electrical ductbank is required due to an unforeseen conflict with 24” ABI pipe installation. Added costs are for T&M field work to relocate the existing ductbank.

Item 11 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

\$ 7,546.12

**ITEM 12**

DESCRIPTION: PCO #55 – Per RFI #156 response, additional conduit and wiring, not provided for in PHC’s original contract, are required for the sludge pump moisture and temperature switches. Added costs are for T&M field work to install the conduit and wiring.

Item 12 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

\$ 29,892.91

**ITEM 13**

DESCRIPTION: PCO #56 – Per field order #37, additional SCADA programming, not provided for in PHC’s original contract, is required for PLC2 and PLC2A. Added costs are for T&M field work to provide programming for the PLCs.

Item 13 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

\$ 21,913.64

**ITEM 14**

DESCRIPTION: PCO #57 – Per RCSD request and subsequent field order #36, modifications to the installed sludge basins telescoping valves are required. Added costs are for field work for these modifications.

Item 14 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

\$ 12,484.03

**ITEM 15**

DESCRIPTION: PCO #58 – Per field order #39, modifications to the DB1 mixing channel wall, not provided for in PHC’s original contract, is required. Added costs are for field work for these modifications.

Item 15 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

\$ 6,569.93

**ITEM 16**

DESCRIPTION: PCO #59 – Per field order #41, installation of additional flap gate valves, not provided for in PHC’s original contract, is required at the DB1 mixing channel. Added costs are for field work for the installation of the valves.

Item 16 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of  
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

\$ 9,051.43

**ITEM 17**

DESCRIPTION: PCO #60 – Additional soils testing due to the retesting of failed soils test is required. Credit is for field work for these additional tests.

Item 17 is an ~~ADD~~ / DEDUCT / ~~NO CHANGE~~ in the amount of \$ (9,611.67) and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

**ITEM 18**

DESCRIPTION: PCO #38A – PHC extra work provided for in PCO #30 should be credit for the jib crane but is a duplicate to extra work provided for in PCO #38. Credit is for reimbursement of PCO #30 paid costs per CCO #5 and addition of PCO #30 credit for jib crane per CCO #6.

Item 18 is an ~~ADD~~ / DEDUCT / ~~NO CHANGE~~ in the amount of \$ (13,372.22) and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

**CONTRACT SUMMARY**

1. Original Contract sum	<u>\$ 13,227,384.83</u>
2. Net Change through previous Change Orders	<u>\$ 430,972.25</u>
3. Contract sum prior to this Change Order	<u>\$ 13,658,357.08</u>
4. Contract sum increased / <del>decreased</del> / <del>unchanged</del> by this Change Order	<u>\$ 189,280.19</u>
5. New Contract sum, including this Change Order	<u>\$ 13,847,637.27</u>
6. Contract time <del>increased</del> / <del>decreased</del> / unchanged by this Change Order	<u>12 Calendar Days</u>
7. New date of completion of contract as of this Change Order	<u>April 27, 2021</u>

Approvals:

1. Contractor By \_\_\_\_\_ Date: \_\_\_\_\_  
Francisco Alvarez, PHC

2. Construction Manager By \_\_\_\_\_ Date: \_\_\_\_\_  
Thien Ng, Kennedy Jenks

3. RCSD By \_\_\_\_\_ Date: \_\_\_\_\_

The above adjustments in time and cost include all compensation and adjustments for changes in sequence of work, equipment delivery, rescheduling, impact, and costs for extended overhead. unexpected

Date	Item	PCOs	Value	Running Contract Amount	Days	Contract Completion Date	Total CO's	CO %
10/28/2019	Original Contract Amount		13,227,384.83	13,227,384.83	500	3/10/2021	-	0.00%
3/10/2021	Change Order No. 1	00-13,16,19	(88,112.08)	13,139,272.75	0	3/10/2021	(88,112.08)	-0.67%
2/11/2021	Change Order No. 2	14,15,17,18,20,22-25	128,300.37	13,267,573.12	0	3/10/2021	40,188.29	0.30%
5/24/2021	Change Order No. 3	27	139,700.85	13,407,273.97	16	3/26/2021	179,889.14	1.36%
5/24/2021	Change Order No. 4	26	128,045.32	13,535,319.29	20	4/15/2021	307,934.46	2.33%
9/23/2021	Change Order No. 5	28,29,37,38	17,123.31	13,552,442.60	0	4/15/2021	325,057.77	2.46%
4/7/2022	Change Order No. 6	30,32-34,36,39,41,44,45 40,42,43,46-52,54-59,38A (reimbursement)	105,914.48	13,658,357.08	0	4/15/2021	430,972.25	3.26%
Proposed	Change Order No. 7		203,981.86	13,862,338.94	12	4/27/2021	634,954.11	4.80%



# CIP Benchmarking Study

## California Multi-Agency CIP Benchmarking Study

Annual Report - Update 2011

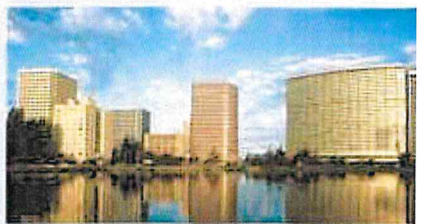
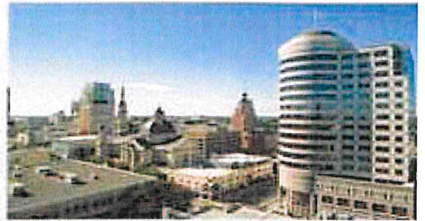


Department of  
**PUBLICWORKS**  
CITY OF SACRAMENTO



OAKLAND  
PUBLIC WORKS AGENCY

CITY OF  
**SAN JOSE**  
CAPITAL OF SILICON VALLEY



September  
2011





# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023  
TO: Board of Directors  
FROM: Brad Rockabrand, CPA  
SUBJECT: Investment Strategies

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### RECOMMENDATION:

Staff recommends that the District take \$25,000,000 from the Cal Trust medium-term fund and invest it with CLASS Prime Fund.

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### EXECUTIVE SUMMARY:

As of February 28, 2023, the District had approximately \$27,409,525 invested between Cal Trust and Local Agency Investment Fund (LAIF). With interest rates rising over the past twelve months, it would be prudent to consider moving some of these funds into higher yield investments.

The District is invested in a short and medium term fund with Cal Trust. The short-term fund holds approximately \$151,657 and as of February 28, 2023 was earning an annual rate of return of 3.73%. The medium-term fund holds approximately \$26,184,103 and as of February 28, 2023 was earning an annual rate of return of 3.40%. LAIF has invested approximately \$1,073,764 and was earning an annual rate of return of 2.624%.

District staff has researched the newly formed California Cooperative Liquid Assets Securities System (CLASS), which is a JPA that functions similarly to Cal Trust and LAIF but has features that make it an attractive alternative. Similar to Cal Trust and LAIF, the CLASS investments are a stable net asset valuation, the investments follow California State Code Section 53601, offers same day withdrawals, and offers safe investments which is the primary goal of an investment policy.

As of February 28, 2023, the Daily Effective Yield in the CLASS Prime Fund was 4.73%, up from 3.83% as of November 09, 2022, while the yield for Cal Trust short and medium term and LAIF was 3.73%, 3.40%, and 2.624%, respectively. In general Cal Trust and LAIF have longer maturity assets than CLASS does and as such, have not been able to capitalize on rising interest

rates. Although yield is not the primary concern of an investment strategy, if all other things are equal, which appears to be the case with Cal Trust, LAIF and CLASS, then a higher yield is preferred.

The proposed action is consistent with policies adopted by the Board including the Investment Policy.

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DISCUSSION/ANALYSIS:

Cal Class is supervised by a Board of Trustees comprised of eligible Participants of the California CLASS program. The Board of Trustees supervises California CLASS and its affairs as the liaison between the Participants, the Custodian, and the Program Administrator. The Board administers the affairs of California CLASS and enters into contracts and agreements on behalf of the program. It also selects the Program Administrator, Investment Advisor, and the Custodian subject to the terms of the Joint Exercise of Powers Agreement. The members below constitute the California CLASS Board of Trustees.

1. Christina Turner, CPA: Chairperson – City Manager, City of Morgan Hill
2. Ryan Clausnitzer: Vice Chairperson – General Manager, Alameda County Mosquito Abatement District
3. Margaret Moggia: Secretary – Executive Manager of Finance, West Basin Municipal Water District
4. George Harris: Treasurer – Director of Finance, City of Lancaster
5. Parker R. Hunt – Treasurer/Tax Collector, Tehama County

FISCAL IMPACT:

Projections suggest that had the District invested the recommended \$25,000,000 effective July 1, 2022 that an additional \$295,353 of interest earnings could have been realized under this investment strategy.

ENVIRONMENTAL IMPACT:

Not applicable

PRIOR BOARD REVIEW:

Not applicable

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

Not applicable

NOTIFICIATION:

Not applicable

ATTACHMENTS:

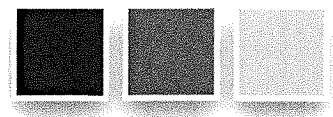
Attachment 1 – CLASS Information Statement

Attachment 2 – CLASS Features and Benefits

Attachment 3 – CLASS Registration Packet



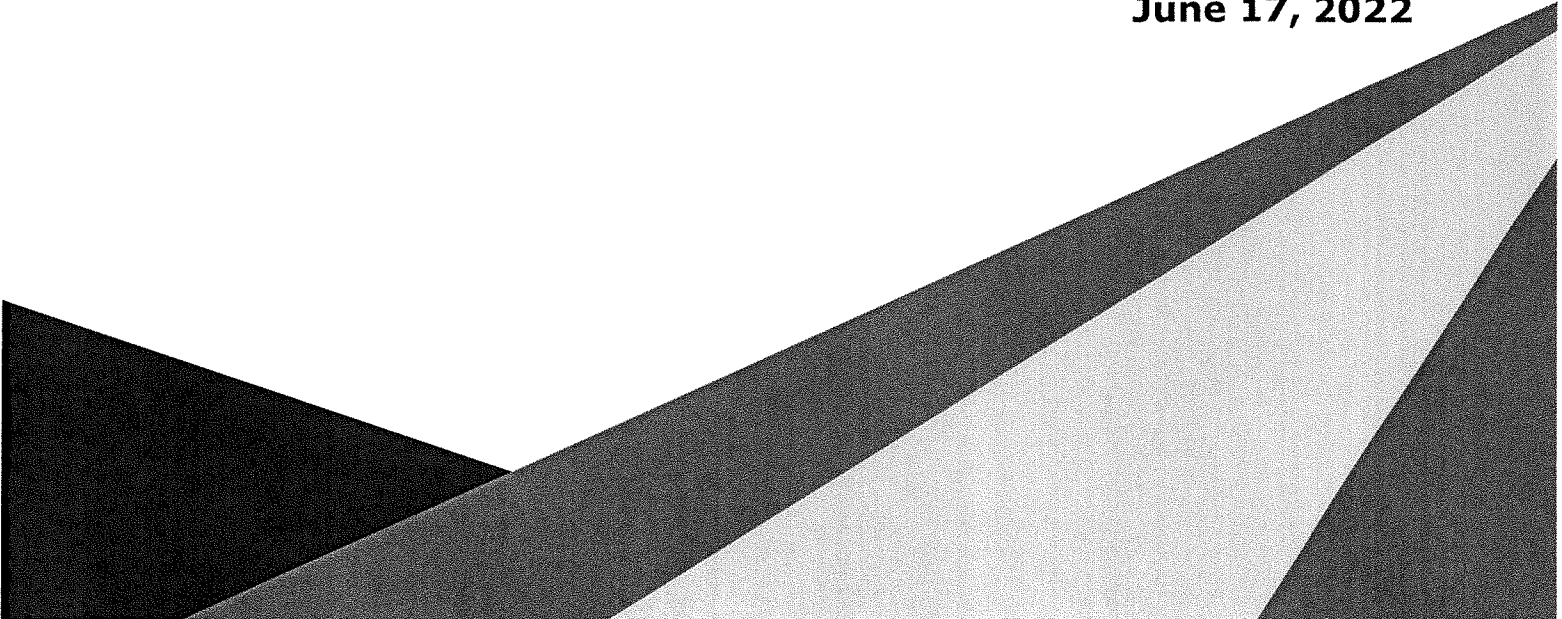
California  
**CLASS**



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**Prime Fund Information Statement**

**June 17, 2022**



## Introduction

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The purpose of this Information Statement for the California CLASS Prime Fund (Prime Fund) is to provide information to Participants (as defined herein) in connection with the purchase of Shares (as defined herein) in the Prime Fund. This Information Statement for the Prime Fund describes certain provisions of the JPA Agreement (as defined herein) for the California CLASS and the Investment Policy for the Prime Fund. Participants interested in the purchase of Shares in the Prime Fund should review the full terms of the JPA Agreement (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)) and the Investment Policy for the Prime Fund described herein (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)), each of which are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the JPA Agreement.

The contents of this Information Statement should not be considered to be legal, tax or investment advice, and Participants should consult with their own counsel and advisers as to all matters concerning investment in the Prime Fund.

## California CLASS Prime Fund Summary

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The California Cooperative Liquid Assets Securities System, doing business as the California CLASS, is a California joint powers authority created pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (commencing with Section 6500), known as the Joint Exercise of Powers Act (Act) and the JPA Agreement referenced below.

The Act provides that two or more public agencies (as defined herein, Public Agencies) that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power and create a joint powers authority separate from such Public Agencies to exercise such common power and to act as administrator of the agreement. Under this authority, California CLASS was created pursuant to a Joint Exercise of Powers Agreement (JPA Agreement) dated as of June 6, 2022, between the Founding Participants (as defined in the JPA Agreement).

The Act authorizes a joint powers authority, such as California CLASS, to issue shares of beneficial interest in authorized investments to participating Public Agencies (collectively referred to herein, as Participants and individually, as a Participant). See "Eligible Shareholders." The JPA Agreement sets forth the terms of the investment program known as California CLASS Investment Program, including the establishment of Funds in which Participants purchase shares of beneficial interest issued by California CLASS in authorized investments that are owned by California CLASS. The Prime Fund is one of the initial Funds established by the California CLASS.

The purpose of the California CLASS is to consolidate investment activities of the Participants and thereby reduce duplication, take advantage of economies of scale and perform governmental functions more efficiently through the California CLASS Investment Program.

As a joint powers authority, California CLASS provides a professionally managed pooled investment program for Participants. See "Investment Advisor & Administrator." Pursuant to the JPA Agreement, California CLASS is governed by a Board of Trustees and is sponsored by the California Special Districts Association (CSDA) and the League of California Cities (Cal Cities and together with CSDA, the Sponsors). See "Board of Trustees."

The Shares in the California CLASS Prime Fund have not been, and are not required to be, registered under any federal or state securities law. The California CLASS has not been, and is not required to be, registered under the Investment Company Act of 1940, as amended. Accordingly, the California CLASS and its Prime Fund are not subject to the provisions of that Act, including the protective rules relating to registered money market funds and other types of mutual funds.

## Prime Fund Investment Objectives

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California CLASS provides a professionally managed pooled investment program for Participants. The general objective of the Prime Fund is to generate additional investment income for the Participants while maintaining safety and liquidity. The Prime Fund is managed by the California CLASS to comply with the requirements of California law, specifically California Government Code Section 53601.

The Prime Fund is managed by the California CLASS to offer a safe, convenient, and daily liquid investment option for Participants. As described below, the investment objectives of the Prime Fund are to preserve principal, provide daily liquidity, earn a competitive rate of return, and maintain a stable Net Asset Value (NAV) of \$1.00. The Prime Fund accrues net income daily and pays net income on a pro rata basis monthly.

The California CLASS has established that the Prime Fund will have a maximum dollar-weighted average maturity (WAM) of 60 days and a maximum weighted average life (WAL) of 120 days. The Investment Policy created by the California CLASS for the Prime Fund establishes the objectives, policies and restrictions that are designed to facilitate the achievement of these objectives.

The Investment Advisor for the Prime Fund will seek to maintain a 'AAAm' rating from S&P Global Ratings on the Prime Fund. According to S&P Global Ratings, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings.

The investment objectives of the Prime Fund in order of priority are:

**Safety:** The Prime Fund is managed to emphasize the preservation of principal while maintaining a stable NAV of \$1.00.

**Liquidity:** The Prime Fund is managed to provide daily liquidity to its Participants. See above for description of the maximum WAM and WAL for investments in the Prime Fund.

**Competitive Returns:** The Prime Fund is managed to generate competitive returns while providing daily liquidity and stability of principal.

No assurances can be given that the investment objectives of the Prime Fund will be achieved.

## Transparency

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The California CLASS seeks to provide transparency to Participants in the Prime Fund by allowing Participants to readily obtain portfolio and account information. The California CLASS will offer dedicated Participant support with an easy-to-use technology platform. Historical and current performance data, Net Asset Value, WAM, and WAL are published and available to Participants on the California CLASS website. Portfolio holdings are published quarterly and are available to Participants through the California CLASS Client Services team on an as-needed basis. Participant breakdowns and expense ratios are also published and available to Participants on the California CLASS website on a quarterly basis.

## Eligible Shareholders

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Any Public Agency that has the authority to invest funds in its treasury in statutorily permitted investments, including but not limited to Section 53601 of the California Government Code, and meets the requirements described in the next paragraph is eligible to become a Participant of the California CLASS Investment Program and is eligible to purchase shares in the Prime Fund.

Each Participant must be a "Public Agency", as that term is defined in Section 6509.7 of the Act, which, as of the date of this Information Statement, is defined as "the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of the State of California or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies," and includes "a nonprofit corporation whose membership is confined to public agencies or public officials." Each Participant must also be a political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state of any political subdivision of a state.

## Prime Fund Eligible Investments

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Funds in the Prime Fund are required to be invested by the Investment Advisor in investments permitted by California law, specifically California Government Code Section 53601, and will be made in accordance with the Investment Policy established by the California CLASS for the Prime Fund. As required by California law, funds in the Prime Fund will be invested by the Investment Advisor in accordance with the prudent investor standard of the California Government Code.



While the Investment Policy established by the California CLASS for the Prime Fund covers the eligible investments and their maximum maturity, maximum portfolio allocation, maximum per issuer allocation and minimum credit quality in greater detail, the following types of investments are eligible for inclusion in the Prime Fund:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Registered warrants or treasury notes of the state of California
- Bonds, notes, warrants, or other obligations of a local agency in the state of California
- Registered treasury notes or bonds of any of the other 49 states
- Bankers' acceptances
- Prime commercial paper and asset-backed commercial paper
- Negotiable certificates of deposit
- Corporate notes
- Asset-backed securities
- U.S. dollar denominated senior unsecured obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation or Inter-American Development Bank
- Money market mutual funds

The Investment Policy for the Prime Fund also contains certain investment restrictions on investments in the Prime Fund.

As set forth in Section 53601 of the California Government Code, the legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in the investments described in Section 53601. However, the California Government Code limits the amount of surplus money of a local agency that may be invested in such investments. Each Participant is responsible for monitoring the aggregate amount of its investments in any of these types of investments to ensure its own compliance with the California Government Code. None of the California CLASS, the Administrator, the Investment Advisor, the Custodian or any other agents of the California CLASS shall be responsible for such monitoring or compliance.

Each Participant, by its investment in the Prime Fund, is certifying that it is legally authorized to make such investment. Participants should consult with their legal counsel and/or advisors regarding the legality of investment funds in the Prime Fund.

## Shares; Interests of Participants

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The JPA Agreement provides that the beneficial interests of the Participants in the assets of the Prime Fund and the earnings thereon are divided into "Shares." "Shares" means the unit used to denominate

and measure the respective pro rata beneficial interests of the Participants in a Fund within the California CLASS Investment Program, including the Prime Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund, including the Prime Fund. The JPA Agreement provides that the number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Fund, including the Prime Fund, is unlimited. All Shares in a Fund, including the Prime Fund, shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the California CLASS Investment Program or the Investment Property held in the applicable Fund, including the Prime Fund. Title to the Investment Property held in the applicable Fund, including the Prime Fund, of every description is vested in the California CLASS. The Participants shall have no interest in the Investment Property held in the applicable Fund, including the Prime Fund, other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the California CLASS.

In its discretion, the California CLASS may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Investment Property held in the applicable Fund, including the Prime Fund) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Shares as set forth in the JPA Agreement for constant net asset value Funds, such as the Prime Fund), and on such terms as the California CLASS may deem best. In connection with any allocation of Shares, the California CLASS may allocate fractional Shares. From time to time, the California CLASS may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Investment Property held in the applicable Fund, including the Prime Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share for constant net asset value Funds, such as the Prime Fund. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

## Investment Risks

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Participants should specifically consider the following risks before deciding to purchase Shares of the Prime Fund. The following summary does not purport to be comprehensive or definitive of all risk factors.

### Interest Rate Risks

The prices of the fixed-income securities in the Prime Fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain

unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

### Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in the Prime Fund will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in the Prime Fund will lose money. The Investment Advisor will seek to manage this risk by purchasing high-quality securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team. The Investment Policy for the Prime Fund contains a description of the minimum credit quality for each category of eligible investment in the Prime Fund.

### Stable Net Asset Value Risks

Although the Prime Fund is managed to maintain a stable NAV of \$1.00 per Share, there is no guarantee that it will be able to do so.

### Investment Not Insured or Guaranteed

An investment in the Prime Fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

## Board of Trustees

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Pursuant to the JPA Agreement, the management of California CLASS is governed by a Board of Trustees (Board). The Board supervises the California CLASS and its affairs and acts as the liaison between the Participants, the Custodian, the Administrator, the Investment Advisor and all service providers.

CSDA and Cal Cities are sponsors of the California CLASS. The governing bodies of CSDA and Cal Cities each appoint two (2) Trustees who are either elected, appointed, or staff from a California CLASS Participant which is also a CSDA or Cal Cities member; or, staff from CSDA and Cal Cities. One seat on the Board shall be a Participant that is appointed by a majority vote of the Board.

Initially, the number of Trustees shall be five (5) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee. The Board approved the Investment Policy for the Prime Fund and may approve amendments to such Investment Policy from time to time. Upon the Board's approval of any amendment to the Investment Policy for the Prime Fund, the amended Investment Policy will be posted to the website of California CLASS.

See [www.californiaclass.com](http://www.californiaclass.com) for a description of the current Trustees and officers of the California CLASS.

## Investment Advisor & Administrator

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Pursuant to an agreement with the California CLASS, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator for California CLASS Investment Program.

As Investment Advisor, Public Trust provides investment services to the California CLASS, including the Prime Fund. Public Trust is an investment advisory firm headquartered in Denver, Colorado with offices in Los Angeles, California. Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the California CLASS Investment Program, including all Participant accounts in the Prime Fund, determines and allocates income of the California CLASS Investment Program, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the California CLASS, determines the NAV of the Prime Fund on a daily basis, and performs all related administrative services for California CLASS. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the California CLASS Investment Program, including the Prime Fund, based upon a number of factors. This evaluation includes a comparative analysis of the investment results of the California CLASS Investment Program, including the Prime Fund, in relation to industry standards such as the performance of comparable money market mutual funds and various indexes of money market securities.

## Custodian

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Pursuant to an agreement with the California CLASS, U.S. Bank, N.A. serves as Custodian for California CLASS Investment Program.

As Custodian, U.S. Bank, N.A. acts as directed custodian for the California CLASS Investment Program, including the Prime Fund, and serves, in accordance with California law, as the depository in connection with the direct investment and withdrawal mechanisms of California CLASS Investment Program. U.S. Bank, N.A. does not participate in the investment decision making process of the California CLASS Investment Program.

The Custodian shall hold the Investment Property (excluding cash, which is not held by the Custodian), in its capacity as Custodian on behalf of California CLASS. Such Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian.

Within fifteen (15) days after the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the California CLASS.

## Independent Auditors

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An independent certified public accounting firm, CliftonLarsonAllen, LLP, has been engaged to audit the annual financial statements of the California CLASS. The audit will contain statements of assets and liabilities, of operations, and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of California CLASS made in accordance with generally accepted accounting principles (GAAP). The fiscal year of the California CLASS ends each March 31.

## How to Become a Participant

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See "Eligible Shareholder" to determine if you are eligible to be a Participant in the California CLASS Investment Program. Any prospective Participants seeking to purchase Shares in the Prime Fund should review the JPA Agreement, this Information Statement for the Prime Fund, and the Investment Policy for the Prime Fund and then simply complete the California CLASS Registration Packet found in the document center of the California CLASS website (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)). Please email all completed forms to [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

There is no limit on the number of subaccounts that can be opened by a Participant. The Administrator will notify the prospective Participant of its approval of the Registration Forms and the account number(s) assigned. The Administrator reserves the right to reject any Registration in its discretion. Investment in the Prime Fund may be effectuated through the California CLASS Participant Portal. Secure online access will be available to Participants with respect to their accounts. Information with respect to the Prime Fund, including daily yield, up-to-date account information, and a transaction history will be available online. Confirmations of each contribution (purchase of Shares) and withdrawal (redemption of Shares) of funds will be available online to a Participant within one business day of the transaction.

## Purchase of Shares; Investments

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Payments by the Participant to the California CLASS, and the crediting of Shares resulting therefrom, are referred to herein as "contributions" for convenience. Participants may purchase Shares in the Prime Fund by Automated Clearing House (ACH) transfer or wire transfer from the Participant to the Custodian, as described in the Investment Procedures set forth below. The California CLASS does not charge a fee for receipt of wire contributions. However, a Participant's bank may charge a fee for wiring funds.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

## Investment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested in the Prime Fund and indicating which Account of the Prime Fund the investment is to be made. The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. The Administrator shall receive the notice described in (1) from the Participant.
3. Investments received by the Custodian by 11:00 a.m. PT will be used to purchase Shares in the Prime Fund.
4. If Investment Funds for which notification of investment has been given are not received by the end of the business day on which such notification is given, the Administrator shall deduct the value of such Investment Funds (including any earning income) from the Participant's balance if previously credited.
5. The Participant is prohibited from requesting payments from amounts credited to its balance in the Prime Fund until such Investment Funds are received by the Custodian from the Participant.

These Investment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

## Redemptions of Shares; Withdrawals; Transfers

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Payments by the California CLASS to Participants, and the reduction of Shares resulting therefrom, are referred to herein as "redemptions" for convenience. Redemptions of Shares from the Prime Fund may be made via ACH or wire transfer from the Custodian to the Participant, as described in the Payment Procedures set forth below. Shares in the Prime Fund will be redeemed in the amount of the withdrawal assuming a NAV of \$1.00 per Share.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

Each Participant, by its investment in any Fund, including the Prime Fund, agrees that the California CLASS may temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period: (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market; (ii) if a general banking moratorium shall have been declared by Federal, state, or the State of New York or State of California authorities or during a suspension of payments by banks in the State

of California; (iii) during which there shall have occurred any state of war or national emergency; (iv) during which any financial emergency or other crisis the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures. The Administrator shall determine, on behalf of California CLASS, when an event occurs that would entitle the Custodian to temporarily suspend or postpone a Participant's right of redemption. Participants should refer to the JPA Agreement for additional detail.

Transfers among the Prime Fund and another Fund within the California CLASS Investment Program will be considered a withdrawal from one Fund and a contribution to another subject to the requirements described in this Information Statement.

### **Payment Procedures**

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid (redeemed) and shall specify from which Account of the Prime Fund the payment is to be made.
2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. The Administrator shall receive the notice described in (1) and the information required in (2) from the Participant. Requests for redemptions from Accounts of the Prime Fund with pre-established wire instructions will be honored on a same-day basis if received by the Administrator prior to 11:00 a.m. PT. Special wire transfer requests are available only with written documentation.
4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, is actually held by the Custodian in the applicable Account in the Prime Fund.

These Payment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

## Portfolio Transactions

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Subject to the general supervision of the California CLASS, the Investment Advisor is responsible for placing the orders for the purchase and sale of securities within the Prime Fund, referred to herein as "portfolio transactions" for convenience. The portfolio transactions within the California CLASS Investment Program, including the Prime Fund, occur only with broker dealers acting as principals except for commercial paper transactions that may be placed directly with the issuers. Although California

CLASS does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the California CLASS, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The weighted average maturity and weighted average life limits applicable to the Prime Fund is expected to result in high portfolio turnover. However, since brokerage commissions are not typically paid on the types of investments in which the Prime Fund is likely to invest, any turnover resulting from such investments should not adversely affect the NAV of the Prime Fund.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of portfolio transactions. Portfolio transactions will not occur between the Investment Advisor and Administrator, the Custodian, any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

## Valuation of Prime Fund Shares

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The Administrator determines the NAV of the Shares of the Prime Fund at least daily on a mark-to-market basis. The NAV per Share of the Prime Fund is computed by dividing the total value of the securities and other assets of the Prime Fund, less any liabilities, by the total outstanding Shares of the Prime Fund. Expenses and fees of the California CLASS accrue daily and are included within liabilities for the NAV calculation.

The result of this calculation is a share value rounded to the nearest penny. Accordingly, the price at which Shares of the Prime Fund are sold and redeemed will not reflect unrealized gains or losses on securities within the Prime Fund that amount to less than \$.005 per Share. The Administrator will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses on securities within the Prime Fund should exceed \$.005 per Share, the Prime Fund's NAV per Share will change from \$1.00 or be maintained at \$1.00 per Share by retention of earnings or the reduction on a pro rata basis of each Participant's Shares in the Prime Fund in the event of losses or by a pro rata distribution to each Participant in the event of gains.

While it is a fundamental objective of the Prime Fund to maintain a NAV of \$1.00 per Share, there can be no guarantee that the NAV will not deviate from \$1.00 per Share. The NAV per Share of the Prime Fund may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities in the Prime Fund. The fair market value of the Prime Fund's securities will vary inversely to changes in prevailing interest rates. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

### **1. Portfolio Valuation**

At least daily, the Investment Property Value within the Prime Fund shall be determined on a mark-to-market basis as follows: (a) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such



securities or a third-party pricing source; (2) all other securities and assets are valued at fair market value in good faith.

## **2. Amendment**

These Valuation Procedures may be amended from time-to-time pursuant to the JPA Agreement.

## Use of Fair Value Measurement

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California CLASS follows Financial Accounting Standards Board (FASB) Accounting Standards Topic (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

Local government investment pools (LGIP) may select different methods of determining the value of assets held within the portfolio for reporting purposes. The two most common methods used to report on the assets of the portfolio are mark-to-market—frequently referred to as “fair value” or “fair market value”—and amortized cost. California CLASS utilizes the mark-to-market methodology. This involves obtaining prices for securities in the portfolio every business day. The mark-to-market methodology provides Participants with a high degree of transparency with respect to the underlying market values of the Prime Fund’s securities.

The mark-to-market methodology (FASB) can and should be contrasted with the amortized cost method that some LGIPs utilize. LGIPs that follow GASB 79 are following the amortized cost method, which entails adjusting the value of the portfolio’s securities on a daily basis by a predetermined amount from the purchase date to the maturity date. While the amortized cost method produces very reliable and predictable asset valuations, that predetermined value may or may not accurately reflect the market value of the security.

## Computation of Yields

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A daily and seven-day average yield for the Prime Fund will be provided by the Administrator in published reports and information on [www.californiaclass.com](http://www.californiaclass.com). To obtain the daily yield, a daily income distribution per share factor is first calculated. That factor is the net income for that day divided by the number of settled shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Administrator may also quote the yield for the Prime Fund on other basis for the information of the Participants.

Participants should note that the yields quoted should not be considered a representation of the future yield of the Prime Fund since the yield is not fixed. Actual yields for the Prime Fund will depend not only

on the type, quality, and maturities of the investments held by the Prime Fund and the changes in interest rates for such investments but also on changes in the Prime Fund's expenses during the period.

Yield information may be useful in reviewing the performance of the Prime Fund and for providing a basis for comparison with other investment alternatives.

## Income Allocations

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All net income of the Prime Fund is determined as of the close of business each day (and at such other times as the Board may determine) and is credited pro rata to each Participant's Account within the Prime Fund at month-end. The Prime Fund accrues net income on a daily basis and pays interest income on a monthly basis.

Net income that has thus accrued to the Participants is converted as of the close of business at month-end into additional Shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited. Net income for the Prime Fund consists of (1) all accrued interest income on assets of the Prime Fund plus (2) accretion of discount less (3) amortization of premium and less (4) accrued expenses.

## Retained Reserves

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Pursuant to the JPA Agreement, the Investment Advisor may retain from earnings and profits in the California CLASS Investment Program, including the Prime Fund, amounts deemed necessary to pay the debts and expenses of the California CLASS, as well as to meet other obligations of the California CLASS. The Investment Advisor possesses the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor. More information about retained reserves is available in the JPA Agreement, including the detailed accounting that the Investment Advisor provides to the Board on a quarterly basis on amounts deemed necessary or desirable by the Investment Advisor for retained reserves.

## California CLASS Expenses

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Pursuant to the JPA Agreement, Public Trust Advisors, as Administrator, for the California CLASS Investment Program, including the Prime Fund, shall receive a fee as described below in "California CLASS Fees." The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, the fees to the Sponsors, marketing expenses, all custodial and securities clearance

transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and the California CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to the California CLASS, the cost of Meetings of the Board, insurance costs and the costs of Participant surveys and mailings. Periodically, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

## California CLASS Fees

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For the performance of its obligations as Administrator in the Administrator Agreement, the Administrator will charge a fee from the Investment Property Value (the daily fee). This daily fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The daily fee shall be calculated as follows: the Investment Property Value is multiplied by the applicable fee rate and is divided by 365 or 366 days in the event of a leap year to equal the daily fee accrual. The Investment Property Value shall be based on the prior day's net assets. For weekend days and holidays, the net assets for the previous business day will be utilized for the calculation of fees. The applicable fee rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the California CLASS.

## Reports to Participants

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### **Annually**

Audited financial statements of the California CLASS will be provided annually. See "Independent Auditors" above.

### **Monthly**

Within 15 days after the end of each month, the Administrator shall prepare and submit, or make available, to each Participant a statement disclosing any activity and a closing balance, including the number of Shares, in each of its accounts for such month.

**Upon Request**

The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request subject only to account activity on such date.

## What is California CLASS?

California Cooperative Liquid Assets Securities System (California CLASS) is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement by and among California public agencies. California CLASS offers public agencies a convenient method for investing in highly liquid, investment-grade securities carefully selected to optimize interest earnings while maximizing safety and liquidity. The California CLASS Prime and Enhanced Cash funds offer public agencies the opportunity to strengthen and diversify their cash management programs in accordance with the safety, liquidity, and yield hierarchy that provides the framework for the investment of public funds.

## How is it governed and managed?

California CLASS is overseen and governed by a Board of Trustees. The Board is made up of public agency finance professionals who participate in California CLASS and are members of the Joint Powers Authority (JPA). The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

## How can we participate?

Enrolling in California CLASS is simple. Public agencies may become Participants simply by filling out the Participant Registration Form that can be found in the document center on the California CLASS website. Public agencies may submit the completed registration packet to California CLASS Client Services for processing at [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com). To obtain account forms and fund documents, visit [www.californiaclass.com/document-center/](http://www.californiaclass.com/document-center/).

## Endorsed By:



LEAGUE OF  
**CALIFORNIA  
CITIES**

[www.calcities.org](http://www.calcities.org)



**CSDA**

**California Special  
Districts Association**

*Districts Stronger Together*

[www.csda.net](http://www.csda.net)

## Participants benefit from the following:

- Same-day availability of funds in Prime Fund (11:00 a.m. PT cut-off)
- Deposits by wire or ACH
- Ratings of 'AAAm' & 'AAAf/S1'
- Prime fund transacts at stable NAV
- Portfolio securities marked-to-market daily
- Secure online access for transactions and account statements
- No withdrawal notices for Prime Fund
- Participant-to-Participant transactions
- Interest accrues daily and pays monthly
- No maximum contributions
- No minimum balance requirements
- No transaction fees\*
- Annual audit conducted by independent auditing firm\*\*
- Dedicated client service representatives available via phone or email on any business day

\*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from California CLASS for such transactions.  
\*\*External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



## What are the objectives of California CLASS?

### Safety

The primary investment objective of the California CLASS Prime fund is preservation of principal. Both California CLASS portfolios are managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The custodian for California CLASS is U.S. Bank, N.A.

### Liquidity

When you invest in the California CLASS Prime fund, you have access to your funds on any business day. You must notify California CLASS of your funds transaction requests by 11:00 a.m. PT via the internet or phone. There are no withdrawal notices for the daily-liquid California CLASS Prime fund. Enhanced Cash is a variable NAV fund that provides next-day liquidity and a one-day notification of withdrawal.

### Competitive Returns

California CLASS strives to provide competitive returns while adhering to the objectives of safety and liquidity. Participants benefit from the investment expertise and institutional knowledge provided by the team of Public Trust professionals. Portfolio performance is strengthened by the extensive knowledge of California public agency cash flows that the Public Trust team possesses.

### Ease of Use

To make cash management streamlined and efficient, California CLASS includes many features that make it easy to access account information and simplify record keeping. Participants can transact on any business day using the California CLASS phone number (877) 930-5213, fax number (877) 930-5214, email [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com) or via the California CLASS Online Transaction Portal at [www.californiaclass.com](http://www.californiaclass.com).

### Flexibility

You may establish multiple California CLASS subaccounts. You will receive comprehensive monthly statements that show all of your transaction activity, interest accruals, and rate summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your records.

### Legality

California CLASS only invests in securities permitted by California State Code Section 53601; permitted investments are further restricted to those approved by the Board of Trustees as set forth in the California CLASS Investment Policies.

**Have Questions?** Contact us or visit [www.californiaclass.com](http://www.californiaclass.com) for more information.



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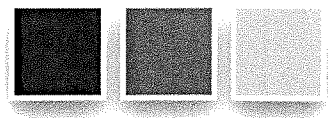


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Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. **Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.** Please see the Information Statement for further details on the fee calculation and other key aspects about California CLASS. California CLASS Prime is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit [www.spglobal.com](http://www.spglobal.com). California CLASS Enhanced Cash is rated by 'AAAF/S1' by FitchRatings. The 'AAAF' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit [www.fitchratings.com](http://www.fitchratings.com). Ratings are subject to change and do not remove credit risk.



California  
**CLASS**



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**California CLASS Registration Packet**





## Welcome to California CLASS

Thank you for choosing California CLASS!

We believe you have made a sound financial decision in choosing California Cooperative Liquid Assets Securities System (California CLASS). We look forward to being a trusted partner to your organization and its investment management goals and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your California CLASS account(s). If you have any questions about the registration process or about your California CLASS account(s), please do not hesitate to contact us. The California CLASS Client Service team can be reached any business day from 8:00 a.m. to 4:00 p.m. PT by phone at (877) 930-5213 or by email at [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).





## Registration Procedures

**To participate in California CLASS, please complete the following:**

- 1) Review the Joint Exercise of Powers Agreement and the applicable Information Statements relating to the California CLASS Prime Fund and the Enhanced Cash Fund (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)).
- 2) Complete the California CLASS Participant Representation Form (page 4).
- 3) Complete the Participant Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Should you be interested in participating in California CLASS Prime, complete the California CLASS Prime Fund Account(s) to be Established form; you may open as many accounts as you wish (page 8).
- 6) Should you be interested in participating in California CLASS Enhanced Cash, complete the California CLASS Enhanced Cash Fund Account(s) to be Established Form; you may open as many accounts as you wish (page 9).
- 7) Keep the original forms for your records and send the completed packet to the California CLASS Client Service team by fax (877) 930-5214 or by email [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

**Questions? Please contact us; we would love to hear from you:**

California CLASS Client Service Team  
T (877) 930-5213  
[clientservices@californiaclass.com](mailto:clientservices@californiaclass.com)

Through the California CLASS website, [www.californiaclass.com](http://www.californiaclass.com), Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the California CLASS program.



## Participant Representation Form

### Participant Information

Entity Name (Participant) \_\_\_\_\_

### Participant Representations

The undersigned Authorized Signer for the Participant hereby represents and warrants the following during the period the Participant is investing in the California CLASS Investment Program:

- The Participant is (1) a Public Agency (as defined in the Joint Exercise of Powers Agreement) and (2)(a) a political subdivision of the State of California or (b) an organization whose income is excluded from taxable gross income under Section 115 of the Internal Revenue Code, in each case, that has the authority to invest funds in its treasury in investments in accordance with Section 53601 of the California Government Code.
- The Participant is authorized to invest in the California CLASS.
- Any Authorized Signer for the Participant designated in this California CLASS Registration Packet has full power and authority to make investments for the above Participant in the California CLASS Investment Program unless the California CLASS receives written notice from the Participant otherwise.
- The Participant has reviewed and agrees to the limitations described in the Joint Exercise of Powers Agreement and the Information Statements for the Funds within the California CLASS Investment Program and acknowledges that it has been supplied with or been given access to information it requested in connection with making an investment in the California CLASS Investment Program.
- The Participant has reviewed the Investment Policies for the Funds within the California CLASS Investment Program and has determined that they are consistent with the legal and policy limitations applicable to the Participant's investments.
- The Participant has consulted with its own counsel and advisers as to all matters concerning investment in the California CLASS Investment Program.

### Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

717 17th Street, Suite 1850  
Denver, Colorado 80202

T (877) 930-5213  
F (877) 930-5214

clientservices@californiaclass.com  
www.californiaclass.com



### Participant Registration

#### Entity Information

Entity Name (Participant) \_\_\_\_\_

Entity Type:  City/Town  County  School District  Special District  
 Other (Specify) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Physical Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax ID \_\_\_\_\_ Fiscal Year End Date (Month/Day) \_\_\_\_\_

California CLASS is hereby authorized to honor any telephone, faxed, or electronic request believed to be authentic for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each Participant is responsible for notifying California CLASS of any changes to its account by filling out and sending via mail or email the Forms available on the California CLASS website.

Wires will be distributed every hour with the final distribution ending at 11:00 a.m. PT; distribution times are subject to change as needed by the California CLASS Administrator. Additionally, California CLASS must be notified of any contributions by 11:00 a.m. PT to receive same day credit. **If funds are not received by 2:00 p.m. PT, contribution orders will be voided.**

#### Banking Information

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire  ACH  Both

#### Additional Banking Information (Optional)

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire  ACH  Both



### Authorized Contacts

Authorized Signers Can:	Read-Only Users Can:
Approve changes to the Investor Profile Update banking/contact information Transfer funds Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

#### Authorized Signer

Print First and Last Name

Title

Signature Required

Phone

Email

Fax

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

\*(Signature Required if Authorized Signer)

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

\*(Signature Required if Authorized Signer)

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations



### Authorized Contacts (cont.)

#### Additional Contact (Optional)

Print First and Last Name

Title

\*(Signature Required if Authorized Signer)

Phone

Email

Fax

**Permissions** (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

**Email Notifications** (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

\*(Signature Required if Authorized Signer)

Phone

Email

Fax

**Permissions** (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

**Email Notifications** (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

\*(Signature Required if Authorized Signer)

Phone

Email

Fax

**Permissions** (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

**Email Notifications** (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations



### California CLASS Prime Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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\_\_\_\_\_

\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.



## California CLASS Enhanced Cash Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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\_\_\_\_\_

California CLASS Enhanced Cash is designed to complement the daily liquidity offered by the California CLASS Prime portfolio.

**Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity.** Unlike the Prime Fund, investing in Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government’s funds are appropriate for the California CLASS Enhanced Cash portfolio, please contact your California CLASS representative or email [info@californiaclass.com](mailto:info@californiaclass.com).

\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.

# STAFF REPORT

Rosamond Community Services District

DATE: April 12, 2023

TO: Board of Directors

FROM: Sherri Timm, Director of Administration

Subject: Discontinuation of Water Service – Policy Amendments

---

## **RECOMMENDATION:**

Approve Finance Committee recommendations of amendments to the Discontinuation of Water Service policy by Resolution 2023-2

## **BACKGROUND:**

The existing Discontinuation of Water Service (DWS) Policy was authorized by Resolution 2020-3 as a temporary measure to comply with SB998. The existing DWS policy Section 1.1 needed clarification if the 10% delinquent penalty fee applies to the unpaid current charges or the unpaid outstanding balance. Section 1.1 A. needed to be amended to allow the District to notify our delinquent shutoff customers by mailed notice, since it has been determined that our Robo Call system is not compliant with SB998. The staff positions identified in Section 1.3 need to be aligned with current staff positions. The members of the Finance Committee met on April 5, 2023, and recommend the 10% delinquent penalty fee apply only to the unpaid current charges. All other amendments listed were recommended for approval by the Committee.



**ANALYSIS:**

The above amendments are necessary for the District to move forward with the reimplementation of Service Discontinuations until an Ordinance can be submitted and approved to authorize all fees associated with the Discontinuation of Water Service.

**FISCAL REVIEW:**

N/A

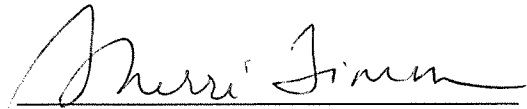
**LEGAL REVIEW:**

N/A

**CONCLUSION:**

Accept and approve by Resolution 2023-2 the Discontinuation of Water Service – Policy Amendments as recommended by the Finance Committee.:

\_\_\_\_\_  
Kim Domingo, GM  
Rosamond CSD



\_\_\_\_\_  
Sherri Timm, Director of Administration

**ATTACHMENTS:** Resolution No. 2023-2 and Exhibit A\_Discontinuation of Water Service Policy dated 04/12/2023

## RESOLUTION NO. 2023-2

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSAMOND COMMUNITY SERVICES DISTRICT ESTABLISHING A POLICY FOR DISCONTINUATION OF WATER SERVICE IN COMPLIANCE WITH SENATE BILL 998

**WHEREAS**, Rosamond Community Services District ("District") is a district duly organized and existing under and pursuant to the Community Services District Law, Sections 61000 *et seq.* of the California Government Code; and

**WHEREAS**, the State of California enacted Senate Bill 998, known as the Water Shutoff Protection Act, effective as of February 1, 2020; and

**WHEREAS**, the District must follow the mandate of the Water Shutoff Protection Act before it may discontinue residential water service for non-payment; and

**WHEREAS**, portions of Ordinance 92-6, which establish the District's policies, rules, and regulations with respect to the discontinuance of residential water service, was modified by Resolution 2020-3, dated January 27, 2020, to comply with the Water Shutoff Protection Act, and also included the establishment of a Discontinuation of Water Service Policy (Policy) pending passage of a new ordinance that addresses discontinuation of water service; and

**WHEREAS**, the Discontinuation of Water Service Policy requires minor amendments to align the Policy with District practices and remain compliant with the Water Shutoff Protection Act.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rosamond Community Services District as follows,

- 1.0. Modification of Existing Policy. Effective May 1, 2023, the District replaces the current Discontinuation of Water Service Policy dated January 27, 2020 with a new Discontinuation of Water Service Policy dated April 12, 2023 and set forth in Exhibit A.
- 2.0. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.
- 3.0. Effective Date. While this Resolution shall become effective immediately upon its adoption, the charges provided for shall not become effective until May 1, 2023. Prior to that date, the provisions of Resolution 2020-3 relating to the discontinuation of residential water service for non-payment shall remain operative.
- 4.0 Incorporation of Recitals. The Recitals set forth above are incorporated herein and

made an operative part of this Resolution.

5.0 Force and Effect. This Resolution supersedes any previous resolutions which are in direct conflict.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rosamond Community Services District held this 12<sup>th</sup> day of April, 2023.

By: \_\_\_\_\_  
Byron Glennon, Board of Directors  
Rosamond Community Services District

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors  
Rosamond Community Services District

# “EXHIBIT A”

## Discontinuation of Water Service

Section 1.1 **Discontinuance of Service for Residential Locations.** Bills for Water Service are due upon presentation. Bills become delinquent on the tenth (10th) day of the month and remain delinquent until paid in full. A ten (10%) percent penalty will be assessed on the unpaid current charges on the twentieth (20th) day of the month. A partial payment of a delinquent account will be accepted and credited to a customer's account, but such partial payment shall not be cause for removing the account from a delinquent status.

A) The District will not discontinue water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days. No less than seven (7) business days before discontinuation of residential service for nonpayment, the District will contact the customer named on the account by mailed notice and will provide in writing to the customer the amount of the delinquency, the deadline for payment or alternative arrangement , a description of the process to apply for an extension of time to pay the delinquent charges;

B) Will provide options to avert discontinuation of residential service for nonpayment, including, but not limited to, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal. Will offer to provide in writing to the customer the District's policy on the discontinuation of residential service for non-payment.

If District is unable to make contact with the customer or an adult occupying the residence by U.S. mail, the District will make a good faith effort to visit the residence and leave or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the District's policy for discontinuation of residential service for nonpayment.

A customer whose bill is delinquent may contact the District at 661-256-3411 to discuss options for averting discontinuation of water service.

Section 1.2 **Circumstances Where RCSD Will Not Discontinue Service.** The District will not discontinue residential service for non-payment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the District the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life

threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided; and

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the Districts normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level; and

(3) The customer is willing to enter into an amortization agreement or alternative payment schedule.

The District will offer a customer that meets these three conditions the following options for repayment of the delinquent bill: 1. Amortization of the unpaid balance. 2. An alternative payment schedule. The time period for repayment under either option is subject to management approval but will generally not exceed 12 months. If the customer (1) fails to comply with the payment plan for 60 days or more, or (2) does not pay his current charges for 60 days or more while undertaking a payment plan, residential service may be discontinued no sooner than five (5) business days after the District posts a final notice of intent to disconnect service in a prominent and conspicuous location.

Section 1.2.2 **Waiver of late fees for Low-Income Customers**. For a customer who demonstrates a household income below 200 percent of the federal poverty line, the District will waive late fees on delinquent bills once every 12 months. A residential customer shall be deemed to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares in a statement under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

Section 1.3 **Disputed bills and appeal**. If a customer disputes their bill and exercises their right to appeal to the District's Manager, the District will not disconnect water service for non-payment while the appeal is pending, however, additional fees provided for herein will continue to apply.

A customer in receipt of a notice of impending service discontinuation may appeal the delinquent bill, unless an appeal of the same rate, charge, or fee has previously been received and resolved. The customer must file the appeal within ten (10) calendar days of the disputed bill presentation date. The customer must deliver a written notice of appeal on a form provided by the District that explains the basis for the appeal, including, where applicable, an explanation of any alleged errors in the District's billing practices. The form will be made available on the District's website or at the District office. The appeal will be reviewed, heard, and resolved according with the following procedures:

The Director of Administration or designee will review the appeal form and all materials submitted in support of the appeal and will issue a tentative decision regarding the appeal within ten (10) calendar days from the date of receipt of the appeal.

The Director of Administration or designee will mail the tentative decision to the appellant.

The customer has seven (7) calendar days from the date of the tentative decision letter to accept the tentative decision or request a meeting with the Assistant General Manager/Director of Public Works.

If a meeting is requested, the Assistant General Manager/Director of Public Works will schedule a meeting within fifteen (15) calendar days.

At least ten (10) calendar days prior to the meeting, the written notice of the date and time of the meeting will be mailed to the customer.

At the conclusion of the meeting, the Assistant General Manager/Director of Public Works will issue a final, written decision within seven (7) calendar days by mail to the appellant.

The customer may appeal an adverse determination by the Assistant General Manager/Director of Public Works to the General Manager within ten (10) calendar days from the date of the letter. The General Manager has ten (10) calendar days to respond to the customer of the finding. The General Manager's finding is final.

Section 1.4 **Landlord-Tenant Situations**. This provision applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

1. If the District furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobile home park, or permanent residential structure in a labor camp, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District will make a good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) days prior to the termination. The written notice will further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

2. The District is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means legally available to the District of selectively terminating service to those residential occupants who have not met the requirements of District's rules and tariffs, the District will make service available to those residential occupants who have met those requirements.

3. The lease or rental agreement must cover the time period of which the account is delinquent.

4. In the case of a detached single-family dwelling, the District may do any of the following:

a. Give notice of termination at least seven days prior to the proposed termination.

b. In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

Adopted 01/27/2020

Amended on 4/12/2023



# STAFF REPORT

## Rosamond Community Services District

DATE: April 12, 2023  
TO: Board of Directors  
FROM: Kim Domingo, General Manager  
Subject: Approve of Offers for Temporary Construction and Permanent Easements and Authorize General Manager to Execute

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### **RECOMMENDATION:**

Authorize General Manager to approve offers for temporary construction and permanent easements and authorize General Manager to execute the documents.

### **BACKGROUND:**

On June 17, 2020, the District entered into an Agreement with the State Water Board for Arsenic Compliance through the consolidation of eight (8) small water systems with water quality issues due to arsenic being above the Maximum Contaminant Level of 10 ppm.

The project has progressed into design with interconnecting pipeline alignments selected to connect the small water systems to the District water distribution facilities. In order to construct the pipelines, the District requires both permanent easements and temporary access to facilitate construction and permanent installation.

The District has retained GEI to perform the design engineering, QK to perform the surveying and legal descriptions and Hamner, Jewell & Associates to assist with the right-of-way acquisition.

### **ANALYSIS:**

A standard offer package is being sent to affected property owners. In exchange for a permanent easement and/or temporary construction easement, the District is offering a payment of \$200.

Should additional negotiation be necessary with affected property owners that will result in a price increase, staff will bring the individual locations back to the Board for further consideration.

### **FISCAL REVIEW:**

No impact. The costs of the easements are included in the project funding.

### **LEGAL REVIEW:**

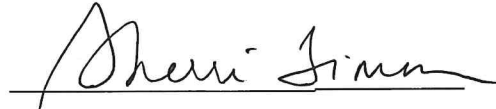
None

**CONCLUSION:**

The approval will facilitate expeditious processing of the necessary right-of-way documents. If individual landowners are not agreeable to the terms, staff will bring individual cases back to the Board for consideration.

Handwritten signature of Kim Domingo in blue ink, written over a horizontal line.

Kim Domingo, General Manager

Handwritten signature of Sherri Timm in black ink, written over a horizontal line.

Sherri Timm, Director of Administration

**ATTACHMENTS:**

“Typical” Offer Letter and Documents



f  
**HAMNER, JEWELL & ASSOCIATES**  
**Government Real Estate Services**  
Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting  
*Offices in Ventura, San Luis Obispo and Fresno Counties*  
Writer's Telephone Number: (559) 412-8710  
Writer's email address: [cspringford@hamner-jewell.com](mailto:cspringford@hamner-jewell.com)

---

April \_\_, 2023

*Via First Class Mail*



Subject: Rosamond Community Services District – Underground Water Pipeline Project  
Acq. AP [REDACTED]

Dear [REDACTED]:

As you are aware from my prior letter and our telephone conversation, the Rosamond Community Services District is planning a water project for your area that will bring District water to the community to provide an alternate water source to multiple arsenic-contaminated community well systems in your area. This important project is being planned and implemented by the Community Services District to ensure that clean water is available to residents of your area.

As we discussed, in order to bring this water to your area, a pipeline distribution system will need to be installed. Where pipelines must traverse private property or utilize private street right of way, the District will require pipeline easements before the pipelines can be installed. The District has determined that a pipeline easement and a temporary construction easement are needed from you across a portion of your property that is encumbered by a road easement for [REDACTED]. The location of these proposed easement areas is shown on the Easement Deed enclosed for your review.

The District has conducted a valuation review in order to confirm the value of the easements needed for the project. Since the required easements are in an area that is already reserved for public access ([REDACTED]), the value of adding a subsurface water pipeline to the road area has been determined to be nominal and the District has decided to and hereby does offer each owner the sum of \$200 for the easements. Such amount will be paid within 30 days of the District's signature on the enclosed Agreement and Deed. This offer is based on a preliminary legal description which will be changed out for the final legal description before signing. The final is not expected to change from the preliminary.

We can set the Agreement up to be signed by DocuSign electronically but note that the Deed needs to be signed before a Notary Public. We will be happy to arrange an appointment with a Notary who may be able to come to your home or workplace at your convenience to facilitate this process.

[REDACTED]  
Re: Rosamond Community Services District – Underground Water Pipeline Project

April \_\_, 2023

Page 2 of 2

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The District would pay all usual and necessary title, transfer, and recording fees, if any, associated with this easement conveyance.

The District cannot complete the important planned project to bring clean water to your area without these easements and those that must also be granted by your neighbors. As the District's authorized representative, I will be happy to answer any questions you may have. Please contact me at 559-412-8710 or by email at [cpringford@hamner-jewell.com](mailto:cpringford@hamner-jewell.com) to discuss your response to this offer.

Sincerely,

Cathy Springford  
Right of Way Agent / Project Manager  
California Real Estate License #01419301

Enclosures: Right of Way Agreement  
Easement Deed

cc: Client (w/enclosures)

PARCEL NO.: [REDACTED]  
OWNER: [REDACTED]  
PROJECT: Rosamond Community Services District Waterline Project

## RIGHT OF WAY AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") dated \_\_\_\_\_, is made and entered into by and between [REDACTED], Trustees of [REDACTED] (hereinafter referred to collectively as "Grantor"), and Rosamond Community Services District, a community services district formed pursuant to Sections 61000 et. seq. of the Government Code (hereinafter referred to as "District").

An Easement Deed (hereinafter "Deed") covering the property rights particularly described therein has been executed concurrently with this Agreement and delivered to District representatives. A copy of said Deed is labeled "Exhibit 1" and is attached hereto and incorporated herein by this reference.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Deed and shall relieve the District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement to install subsurface water pipeline (the "Project").

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$200 ("Purchase Amount") as consideration in full for the real property interests being conveyed in the referenced Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid upon the earlier of close of escrow or recording of the Deed. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in District free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements, public rights of way and any liens/encumbrances District accepts in writing.

B. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - At District's option, have the authority to deduct and pay from the Purchase Amount any amount necessary to satisfy any bonds, demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and

unpaid non-delinquent assessments which have become a lien at the close of escrow/recording of the Deed.

D. PROPERTY RESTORATION – Except for vegetation, generally restore the surface of the easement areas described in the referenced Deed to as close as is reasonably possible to the condition that existed prior to District’s project construction except in areas where surface appurtenances such as markers, manholes, cabinets, air vents, and access hatches may be located.

E. INDEMNIFICATION - Indemnify, defend and hold harmless Grantor, its members, partners, shareholders, agents, representatives, employees, officers, directors, property managers and their respective successors and assigns from any and all claims, damages, costs, judgments, actions, causes of action, demands, obligations, expenses and fees, including without limitation, attorneys fees and consultant’s fees, or liability (collectively “Claims”) caused by District or its officers, employees, representatives, consultants or agents specifically arising from District construction and restoration work on Grantor’s property or specifically resulting from District’s operation of District facilities on Grantor’s property. District’s obligations hereunder shall not extend to that portion of any Claims that are caused by the negligence or intentional misconduct of Grantor, its invitees, assigns, representatives or agents. This indemnification shall survive the close of escrow and shall not merge with the Deed.

F. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced and cause the same to be recorded in the office of the Kern County Recorder at such time as when clear title or title/liens acceptable to District can be conveyed to the District.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the easement area described in the referenced Deed, or if there are any such leases, Grantor agrees to hold the District harmless and reimburse District for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor.

B. DISTRICT SURFACE FACILITIES - Acknowledges that certain appurtenances related to District facilities may be placed upon the surface of the permanent easement areas, including but not limited to blowoff and manhole access structures, hatches, cabinets, air vents, intermittent surface markers denoting the location of the District’s pipeline(s), and other facilities appurtenant to the operation of District facilities and that the Purchase Amount includes compensation for such facilities.

C. PERMISSION TO ENTER - Hereby grants to the District, its agents and contractors, permission to enter upon the easement areas described in the referenced Deed prior to the close of escrow/payment of the Purchase Amount for the purposes of preparation for and construction of the District’s facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the District waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the District harmless from any and all claims that other parties may make

or assert on the title to the Property. Grantor's obligation to indemnify the District shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

4. The Parties agree:

A. ESCROW – At District's option, to open an escrow in accordance with this Agreement at an escrow company of District's choosing. If an escrow is used, this Agreement constitutes the joint escrow instructions of District and Grantor, and the escrow agent to whom these instructions are delivered (hereafter "Escrow Agent") is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time and will make all due effort to close escrow within thirty days of execution by Grantor and delivery to District of this Agreement and the associated Deed.

If escrow is used, as soon as possible after opening of escrow, District will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. District agrees to deposit the Purchase Amount upon demand of the Escrow Agent. District and Grantor agree to execute and deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

- i) ESCROW AGENT DIRECTIVES – Escrow Agent is authorized to, and shall:
- a) At District's option, pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's land subject to this transaction as required to convey clear title.
  - b) Pay and charge District for any escrow fees, charges and costs payable under Paragraph 2.B. of this Agreement.
  - c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by District and Grantor.
  - d) Following recording of Deed from Grantor, provide District, at District's expense, with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$200 issued by Placer Title Company showing that the District has an easement in real property described and depicted in the Deed attached as Exhibit 1 of this Agreement.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are

recorded in the office of the Kern County Recorder. Recordation of instruments delivered through this escrow is hereby authorized when Escrow Agent has completed performance under Paragraph 4A(i) above.

B. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

C. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns. This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

D. DISTRICT APPROVAL - This Agreement is subject to and conditioned upon approval and ratification by or in accordance with the District's governing board. This Agreement is not binding upon the District until executed by the appropriate District official(s) acting in their authorized capacity.

E. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

F. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures deemed wholly binding in full force and effect the same as original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

**GRANTOR:**

[Redacted signature line]

By: \_\_\_\_\_  
[Redacted signature]

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Redacted signature]

Dated: \_\_\_\_\_

**GRANTOR'S MAILING ADDRESS:**

[Redacted mailing address]



**DISTRICT: Rosamond Community Services District**

By: \_\_\_\_\_  
Kim Domingo  
General Manager

Dated: \_\_\_\_\_

DISTRICT'S MAILING ADDRESS:  
Rosamond Community Services District  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

COPY OF DEED WILL BE  
ATTACHED AS EXHIBIT 1  
TO AGREEMENT WHEN  
SIGNED LEGAL  
DESCRIPTION & PLAT ARE  
RECEIVED

Recording requested by:  
Hamner, Jewell & Associates  
Government Real Estate Services

When recorded, mail to:

Rosamond Community Services District  
Attn: John Houghton  
Public Works Director  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency  
No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

APN: [REDACTED]

### EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

[REDACTED] (hereinafter referred to collectively as "Grantor"),

hereby grants to the

Rosamond Community Services District, a community services district formed pursuant to Sections 61000, et. seq. of the Government Code ("District"), its successors and assigns, the following interests in real property:

#### A. Permanent Easement

A permanent easement to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit and vaults, consisting of one or more underground water pipelines and related facilities (the "Easement"). These related facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground. This Easement shall be in, over, on, through, within, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" (the "Easement Area"), both of which are attached hereto and incorporated by reference herein.

The Easement described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as the "District Facilities."

2. As the amount of earth or other fill over underground District Facilities can affect the structural integrity of these District Facilities, District shall have the right to maintain the height of earth or other fill over underground District Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the underground District Facilities without the District's written consent, which consent shall not be withheld unreasonably and shall be given or denied within 45 calendar days of written application. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that District Facilities may be damaged.

3. This Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this Easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District's exercise of the rights described herein, including the right to use the Easement Area for agricultural purposes excepting vegetation which endangers the integrity of District Facilities such as trees; provided, however, that District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the District's written consent, which interfere with District's use of the Easement Area. Asphalt pavement, landscaping, fencing, lighting and related appurtenances, with footings less than 1 foot deep and less than 1 foot across in any direction, sidewalks, curb, and gutter may be installed within the Easement Area provided they do not interfere with the function of any surface facilities. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with District's ability to use the Easement Area. District shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the District Facilities.

#### **B. Temporary Construction Easement**

A Temporary Construction Easement for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, along and across that certain real property which is described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence thirty (30) days after written notice by the District of commencement of construction of the District Facilities ("Commencement Notification") and shall automatically terminate thirty (30) days after the District provides written notice to Grantor of termination of the Temporary Construction Easement, or one (1) year after the Commencement Notification, whichever occurs first, unless extended as set forth below.

District shall have the unilateral right to extend the one (1) year term of the Temporary Construction Easement for an additional maximum of six (6) months as necessary for completion of construction of the District Facilities; however, under no circumstances shall the duration of the Temporary Construction Easement be extended beyond December 31, 2024. District shall provide Grantor with a written notice of its intent to extend the term of the Temporary Construction Easement, along with a \$100 payment for the Temporary Construction Easement extension, at least ten (10) days prior to the expiration of the current term. The rate for the extended use of the Temporary Construction Easement shall be One Hundred Dollars (\$100) per 180 days of the extension term exercised.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

[Redacted signature block]

By: \_\_\_\_\_  
[Redacted signature]

By: \_\_\_\_\_  
[Redacted signature]

**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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared [REDACTED], 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 signatures(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 \_\_\_\_\_ (Seal)

**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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared [REDACTED], 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 signatures(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 \_\_\_\_\_ (Seal)

CERTIFICATE OF ACCEPTANCE  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the EASEMENT DEED dated from [REDACTED] to the Rosamond Community Services District, a community services district formed pursuant to Sections 61000, et. seq. of the Government Code, is hereby accepted, and pursuant to Board approval, the Rosamond Community Services District consents to recordation thereof by its duly authorized officer.

ROSAMOND COMMUNITY SERVICES DISTRICT,  
a community services district formed pursuant to  
Sections 61000, et. seq. of the Government Code

By: \_\_\_\_\_  
Kim Domingo  
General Manager

Dated: \_\_\_\_\_

Exhibit "A"  
Legal Description  
Rosamond Community Services District  
A.P.N. [REDACTED]

[REDACTED] of Parcel Maps, in the Office of the Kern County Recorder, also being portion of the Northwest Quarter of Section 23, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, more particularly described as follows:

Water Line Easement

The North 20.00 feet of the South 30.00 feet of said Parcel 3.

Containing 3,308 square feet, more or less.

Temporary Construction Easement

The South 10.00 feet of said Parcel 3.

Containing 1,654 square feet, more or less.

See Exhibit B, attached hereto and made a part hereof.



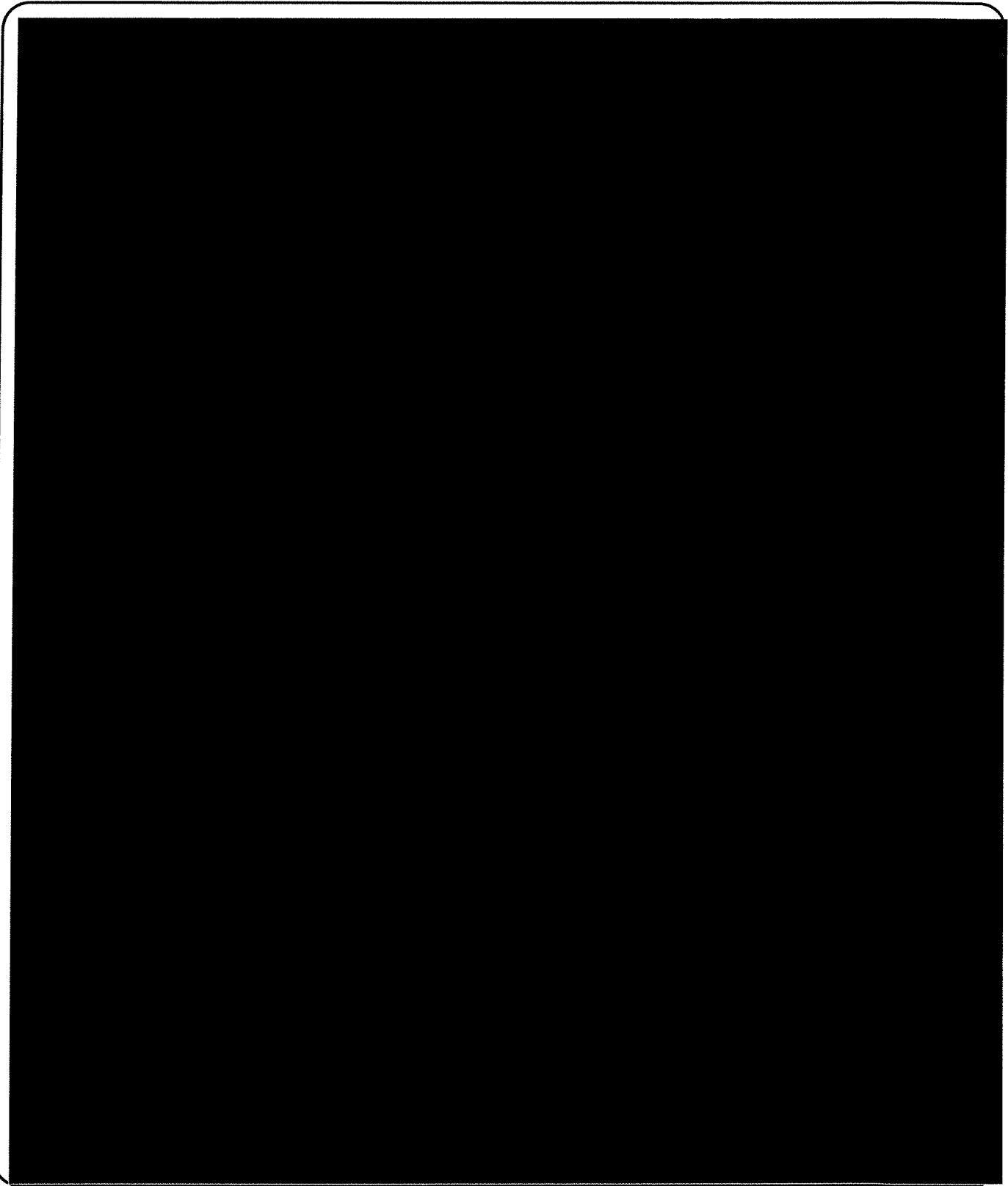
**PRELIMINARY**

Kristie M. Achee, P.L.S. 8189

Date



L:\PROJECTS\2022\220135\ACAD\EXHIBITS\ZONE 1\220135-APN 375-342-58.DWG 2/27/2023 1:31 PM



PROJECT NO.: 220135

DRAWN BY: FR

QA/QC BY: TF/KA

SCALE: AS SHOWN

SHEET NO.:

**2 of 2**

**EXHIBIT "B"**  
**ROSAMOND COMMUNITY SERVICES DISTRICT**  
**WATER LINE EASEMENT & TEMPORARY**  
**CONSTRUCTION EASEMENT**  
**APN [REDACTED]**



5080 CALIFORNIA AVE., STE. 220 TEL: (661) 616-2600  
BAKERSFIELD, CA 93309 [WWW.QKINC.COM](http://WWW.QKINC.COM)

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**FAIR MARKET VALUE  
WAIVER VALUATION**  
*(Under \$2,500)*

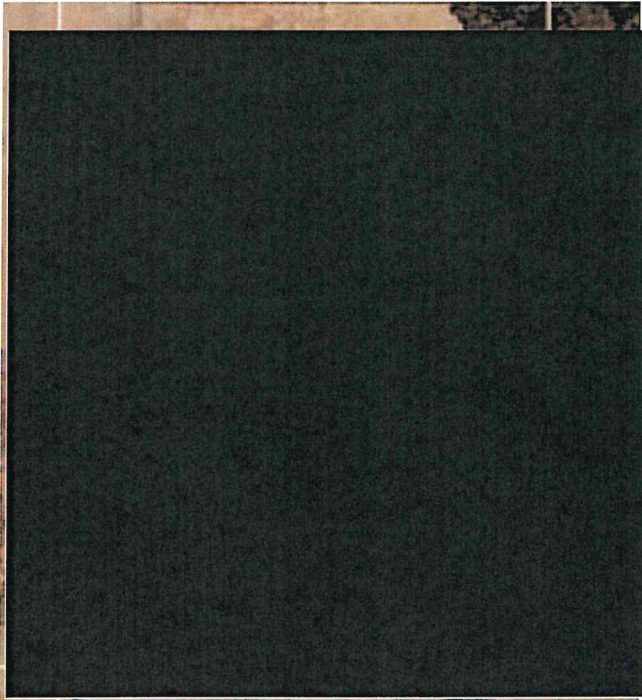
<b>Project Name:</b>	Rosamond Community Services District Underground Water Pipeline Project
<b>APN:</b>	[REDACTED]
<b>Owner Name:</b>	[REDACTED]
<b>Site Location:</b>	[REDACTED]
<b>County:</b>	Kern

**Brief description of subject and rights to be acquired:**

**Full Parcel Size:** 0.79 acres    **Zoning:** E(1/4)RS  
**Current Use:** Single Family Residence    **Best Use:** Awaiting development.

**Project Description:** The Rosamond Community Services District is proposing to acquire a permanent easement and a temporary construction easement in the road area of [REDACTED] for the District's Underground Water Pipeline Project. The Project is intended to bring the District's water system into the general area to supplant the contaminated wells in various private water systems in the area.

**Discussion of Comparable Sales or other basis for a determination of value of the easement sought for purchase:** The land needed for the easement is within the existing road and will be treated as vacant land. Unimproved land of like zoning recently sold in the surrounding areas was analyzed to determine the comparable value for the easement area being sought. The range of values for the comparable parcels is \$.06 per sq. ft. to \$.41 per sq. ft., as shown in the table below. The comparable properties range in size from 1.11 acre to 5 acres. As is common, the price per square foot declines as the parcel size increases and this must be taken into consideration. The sales range between \$.06 to \$.41 per square foot and the most recent are \$.10 to \$.11 per square foot. Giving the range of values, I opine that the value is \$.11 per square foot. However, the easement area sought is subsurface to a road utilized by the public and within a road easement recorded in Kern County Records which affects all roads in the entire Section 23. Therefore, the owner does not have any rights to use the area for anything other than a road. I conclude that the easement for the subsurface waterline and a temporary construction easement is of nominal value.

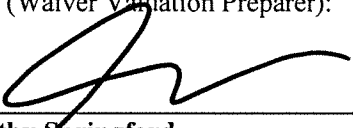


**RESIDENTIAL LAND COMPARABLES (Listings and Sales)**

	<b>Property Address</b>	<b>Parcel-Size</b>	<b>Zoning</b>	<b>Price</b>	<b>Estimated Price per sq ft</b>
1	65 <sup>th</sup> St. West, Rosamond CRMLS#19126105	2.52 Acres	R	Sold 4/26/22 for \$30,000	\$0.23/SF
2	Truman Road, Rosamond	5 Acres	R	Sold on 12/1/22 for \$14,000	\$0.06/SF
3	170 W. Rosamond Blvd., Rosamond	2.08 Acres	R	Sold on 11/11/22 for \$15,000	\$0.17/SF
4	Brabham Ave. near 60 <sup>th</sup> St. West, Rosamond	2.5 Acres	R	Sold on 10/27/22 for \$12,000	\$0.11/SF
5	6342 Astoria Ave., Rosamond 5 acres	5 Acres	R	Sold on 2/11/22 for \$90,000	\$0.41/SF
6	Holiday Ave. near Clark Street, Rosamond 2.5 acres	2.5 Acres	R	Sold on 5/25/22 for \$11,000	\$0.10/SF
7	9901 Matra Ave., Rosamond near 100 <sup>th</sup> St. W. 2.07 acres	2.07 Acres	R	Sold on 12/14/22 for \$10,000	\$0.11/SF
8	Corner of 50 <sup>th</sup> Street West and Ave. C12, Caliche	2.741 Acres	R	Sold on 7/30/21 for \$14,000	\$0.12/SF
9	100 <sup>th</sup> St. West near Sue Ave., Rosamond	1.11 Acres	R	Sold on 11/16/22 for \$7,000	\$0.14/SF

Land/Site Value Acquisition Area Parcel or Easement # (except TCE)	Area SF or AC	\$ / Unit	Easement Burden %	Total Value
Permanent underground water pipeline easement	3,308 SF within existing public road easement	Nominal value	N/A	Nominal
<b>(a) Total Land</b>				\$Nominal

Affected Improvements Value: Described Below:		Contributory Value: Per Unit Basis or Lump Sum Basis			
None:					\$0
<b>(b) Total Improvements</b>				\$0	
TCE	Purpose	Area SF or AC	\$/Unit	x % rate of return x duration	
TCE	Construction of project	1,654 SF within existing road easement	nominal		\$Nominal
<b>Damages (Cost to Cure). Describe and quantify: None</b>					\$0
<b>(c) Total Temporary Easements and Damages (Cost to Cure)</b>				\$Nominal	
<b>Total Compensation (total of Lines (a), (b), &amp; (c))</b>				\$200 (Nominal)	

<p>Signed (Waiver Valuation Preparer):</p> <p>By:  Cathy Springford Right of Way Agent</p>	<p>Date: 4/4/23</p>
<p>The dollar amount above is approved as Just Compensation and an offer to the property owner based hereon is hereby authorized by: Rosamond Community Services District</p> <p>By: _____ Kim Domingo, General Manager</p>	<p>Date:</p>