

*Rosamond Community Services District
Regular Board Meeting – Agenda
Wednesday, May 10, 2023 @ 5:30PM*

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

5:30PM Closed Session
6:00 PM Regular Board Meeting
Wednesday, May 10, 2023
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560
Teleconference Address:
Hotel Abrego
755 Abrego St.
Monterey, CA 93940

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 (GM) 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: _____ 2nd: _____

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 _____ 2nd _____

**CS 1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2)
One Potential Case.**

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

Time Out of Closed Session: _____

Motion _____ 2nd _____

_____ 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 Receive Check/Voucher Register dated April 18, 2023 through

May 1, 2023, Payroll (Direct Deposit) dated April 26, 2023.

Motion: _____ 2nd: _____

MINUTES

M 1. Approve April 24,2023 Government/Community Relations Committee Meeting Minutes

M 2. Approve April 24, 2023 Sewer Committee Meeting Minutes

M 3. Approve April 24, 2023 Policy Committee Meeting Minutes

M 4. Approve April 26, 2023 Regular Board Meeting Minutes

Motion: _____ 2nd: _____

PUBLIC HEARING

PH 1. Annual Budget Adoption (Presenter District Finance Consultant Dr. Brad Rockabrand.)

A. Public Hearing regarding the adoption of **Resolution No. 2023-2.**

- 1) Opening of public hearing.
- 2) Brief presentation from District Staff.
- 3) Receipt of public testimony.
- 4) Closing of the public hearing.

B. Adopt **Resolution No. 2023-2**, adopting the Annual Budget for the Fiscal Year Ending June 30, 2024.

Motion: _____ 2nd: _____

New Business

NB 1. Approve Agreement and First Task Order with Cannon Corporation for Biosolids Disposal Analysis Report. (Presenter GM Domingo).

Motion: _____ 2nd: _____

NB 2. Approval of Resolution 2023-6 Adopting the California Uniform Public Construction Cost Accounting Procedures. (Presenter GM Kim Domingo)

Motion: _____ 2nd: _____

NB 3. Adoption of Administrative Handbook Policy 7010 – Non-Profit Activity on District Property. (Presenter GM Kim Domingo).

Motion: _____ 2nd: _____

NB 4. Approve First Amendment to Agreement and Work Order 2023-01 with NBS Government Finance Group for Water and Sewer Tax Roll Services. (Presenter GM Kim Domingo).

Motion: _____ 2nd: _____

NB 5. Adoption of Amendment to Employee Handbook - Compensation Policy, Exempt Employees not Under an Employment Agreement. (Presenter GM Kim Domingo).

Motion: _____ 2nd: _____

NB 6. Approve Fourth Amendment to Employment Agreement with Steve Perez. (Presenter GM Kim Domingo).

Motion: _____ 2nd: _____

NB 7. Approval of Resolution No. 2023-3, Adopting Initiating Proceedings for the Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 2 for Fiscal Year 2023-2024. (Presenter Dir. of Administration Sherri Timm)

Motion: _____ 2nd: _____

NB 8. Approval of Resolution 2023-4, Adopting Declaring Rosamond Community Services Districts Intention to Levy and Collect Assessments for the Landscaping and Lighting Assessment District No.2 for Fiscal Year 2023/2024. (Presenter Dir. of Administration Sherri Timm)

Motion: _____ 2nd: _____

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 or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th 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 35th 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: May 10, 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 April 18, 2023 through May 1, 2023 | Payroll (Direct Deposit) dated April 26, 2023

RECOMMENDATION:

By motion, receive and file.

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 \$215,168.15 as follows:

Checks issued to vendors	\$161,580.95
Payroll direct deposit	<u>53,587.20</u>
Total	\$215,168.15

Significant disbursements included the following payments:

- \$14,680.98 was paid to Southern California Edison on April 19, 2023 for sewer electricity usage
- \$35,243.34 was paid to ACWA/JPIA April 25, 2023 for employee insurance
- \$14,325.16 was remitted to CalPERS on April 25, 2023 for required contributions
 - \$9,830.15 (Employer portion)
 - \$4,495.01 (Employee portion)
- \$4,782.10 was remitted to the Employment Development Department on April 25, 2023
 - \$ 83.00 (Employer portion)
 - \$4,699.10 (Employee portion)

- \$12,140.00 was paid to EEC Environmental on April 25, 2023 for FOG & Industrial Pretreatment Program Support
- \$23,182.71 was remitted to the Internal Revenue Service on April 25, 2023
 - \$ 6,594.43 (Employer portion)
 - \$16,588.28 (Employee portion)
- \$16,865.60 was paid Quad Knopf, Inc. on April 25, 2023 to prepare 56 pipeline easements for arsenic mitigation

DISCUSSION/ANALYSIS:

The check/voucher register dated April 18, 2023 through May 1, 2023 includes check numbers 62823 through 62878 (Attachment 1)

Payroll (Direct Deposit) number 25987 through 25997, 25998 (overflow) and 25999 through 26010 were issued on April 26, 2023 in the amount of \$53,587.20 (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 April 18, 2023 through May 1, 2023

Attachment 2 – Payroll (Direct Deposit) dated April 26, 2023

Attachment 3 – Umpqua business card ending in 3476

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 4/18/2023 Through 5/1/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
4/19/2023	62823	ADAMS, JEROLD	CUSTOMER REFUND	200.00	200.00
4/19/2023	62824	CARPENTER, JAMES	CUSTOMER REFUND	199.24	199.24
4/19/2023	62825	CARLE, DAVID	CUSTOMER REFUND	161.41	161.41
4/19/2023	62826	CIESLIK, JEANNE	CUSTOMER REFUND	199.24	199.24
4/19/2023	62827	CORPUZ, FRANCINE NICOLE	CUSTOMER REFUND	200.00	200.00
4/19/2023	62828	FINK, SHALAINÉ	CUSTOMER REFUND	129.16	129.16
4/19/2023	62829	HARVEY, PHILIP	CUSTOMER REFUND	5.92	5.92
4/19/2023	62830	LATOUR, WILLARD	CUSTOMER REFUND	140.65	140.65
4/19/2023	62831	LIZARDE, JOSHUA	CUSTOMER REFUND	134.12	134.12
4/19/2023	62832	MARQUEZ, XAVIER	CUSTOMER REFUND	191.78	191.78
4/19/2023	62833	MCLAWHORN, DAMIAN	CUSTOMER REFUND	193.16	193.16
4/19/2023	62834	MCLAWHORN, DAMIAN	CUSTOMER REFUND	193.16	193.16
4/19/2023	62835	MELGAR, ANTOLIN	CUSTOMER REFUND	200.00	200.00
4/19/2023	62836	OPENDOORS LABS INC	CUSTOMER REFUND	179.74	179.74
4/19/2023	62837	PVK PROPERTIES INC.	CUSTOMER REFUND	176.32	176.32
4/19/2023	62838	STARR, WILLIAM	CUSTOMER REFUND	13.00	13.00
4/19/2023	62839	TRIER, PATRICIA	CUSTOMER REFUND	62.65	62.65
4/19/2023	62840	ROSAMOND 94, LP	CUSTOMER REFUND	159.67	731.97
4/19/2023		ROSAMOND 94, LP	CUSTOMER REFUND	6.32	731.97
4/19/2023		ROSAMOND 94, LP	CUSTOMER REFUND	187.36	731.97
4/19/2023		ROSAMOND 94, LP	CUSTOMER REFUND	188.36	731.97
4/19/2023		ROSAMOND 94, LP	CUSTOMER REFUND	190.26	731.97
4/19/2023		AT&T TELECONFERENCE SERVICES	TELECONFERENCE	308.02	308.02
4/19/2023	62841	AT&T MOBILITY	CELL PHONES, IPAD INTERNET CHARGES & TRACKERS	1,911.62	1,911.62
4/19/2023	62842	CORE & MAIN LP	14 QTY 3/4 INTA-TITE	622.80	622.80
4/19/2023	62843	CUSI	AGH/ECK VALIDATION	50.40	50.40
4/19/2023	62844	DIGITECH	875 PATTERSON RD: SECURITY MONITORING	31.99	131.97
4/19/2023		DIGITECH	MAIN BLD: SECURITY MONITORING	31.99	131.97
4/19/2023		DIGITECH	OPER. BLD: SECURITY MONITORING	31.99	131.97
4/19/2023		DIGITECH	WWO: SECURITY MONITORING	36.00	131.97
4/19/2023	62846	DOMINGO, KIM	PER DIEM ALLOWANCE: K. DOMINGO @ ACWA SPRING CONF	189.00	189.00
4/19/2023	62847	GLENNAN, BYRON	PER DIEM ALLOWANCE: B. GLENNAN @ ACWA CONF	319.00	319.00
4/19/2023	62848	HAMNER JEWELL ASSOCIATES	UNDERGROUND WATER PIPELINE	9,340.25	9,340.25
4/19/2023	62849	JACK HENRY AND ASSOCIATES	BILLING ON BEHALF OF CUSI	80.00	80.00
4/19/2023	62850	KIMBALL MIDWEST	STOCK SUPPLIES	470.87	470.87
4/19/2023	62851	PEREZ, STEVE	SDI WITHHOLDING	630.68	630.68
4/19/2023	62852	PLUMBERS DEPOT INC.	3/4 X 15' FLEX HOSE	177.16	177.16
4/19/2023	62853	QUINN RENTAL SERVICES	LOADER RENTAL	8,449.73	8,449.73
4/19/2023	62854	SOUTHERN CALIF. EDISON	SEWER	14,680.98	14,680.98
4/19/2023	62855	SOUTHERN CALIF. EDISON	3179 35TH ST W	968.02	968.02
4/19/2023	62856	UMPQUA BANK	3476 (ATTACHMENT 3)	752.79	752.79
4/19/2023	62857	ALFRED WALLIS	PER DIEM ALLOWANCE: ACWA SPRING CONF	189.00	189.00
4/25/2023	62858	3D IMAGING SYSTEMS	COPIER MAINTENANCE AGREEMENTS	250.33	250.33
4/25/2023	62859	ACWA/PIA	EMPLOYEE INSURANCE	35,243.34	35,243.34

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 4/18/2023 Through 5/1/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
4/25/2023	62860	AFLAC INSURANCE	SUPPLEMENTAL EMPLOYEE INSURANCE	791.98	791.98
4/25/2023	62861	AFSCME LOCAL 1902	UNION DUES	1,006.84	1,006.84
4/25/2023	62862	ANTELOPE VALLEY PRESS	52 WEEKS SUBSCRIPTION	272.52	272.52
4/25/2023	62863	AUTOZONE	DURALAST LAWN & GARDEN BATTERY	66.94	116.65
4/25/2023		AUTOZONE	DIESEL EXHAUST FLID & PROELITE CONCENTRATED CAR WASH	49.71	116.65
4/25/2023	62864	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	300.00	300.00
4/25/2023	62865	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PAYROLL REMITTANCE	14,325.16	14,325.16
4/25/2023	62866	CALPERS SUPPLEMENTAL INCOME 457 PLAN	PERS 457	4,727.31	4,727.31
4/25/2023	62867	CA STATE DISBURSEMENT UNIT	WITHHOLDING ORDER	424.60	424.60
4/25/2023	62868	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TRAINING TAX	2.24	4,782.10
4/25/2023		EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE DISABILITY INSURANCE	775.81	4,782.10
4/25/2023		EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE INCOME TAX	3,923.29	4,782.10
4/25/2023		EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE UNEMPLOYMENT TAX ACT	80.76	4,782.10
4/25/2023	62869	EEC ENVIRONMENTAL	FOG & INDUSTRIAL PRETREATMENT PROGRAM SUPPORT	12,140.00	12,140.00
4/25/2023	62870	GEI CONSULTANTS, INC.	GRANT ACQUISITION SUPPORT	2,394.00	2,394.00
4/25/2023	62871	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	9,993.85	23,182.71
4/25/2023		INTERNAL REVENUE SERVICE	MEDICARE	2,499.82	23,182.71
4/25/2023		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	10,689.04	23,182.71
4/25/2023	62872	OFFICE DEPOT BUSINESS SOLUTIONS LLC	3 QTY URGENT STAMP	32.12	378.53
4/25/2023		OFFICE DEPOT BUSINESS SOLUTIONS LLC	COPY PAPER, STENO PADS, FACIAL TISSUE, SOAP, ETC.	346.41	378.53
4/25/2023	62873	PROACTIVE WORK HEALTH SERVICES	HEP B VACCINES & DOT PHYSICALS	489.00	704.00
4/25/2023		PROACTIVE WORK HEALTH SERVICES	PRE EMPLOYMENT PHYSICAL: K. DOMINGO	45.00	704.00
4/25/2023		PROACTIVE WORK HEALTH SERVICES	PRE EMPLOYMENT PHYSICAL: D. HERNANDEZ	70.00	704.00
4/25/2023		PROACTIVE WORK HEALTH SERVICES	HEP B VACCINE: D. HERNANDEZ	100.00	704.00
4/25/2023	62874	QUAD KNOPF, INC.	PREPARE 56 PIPELINE EASEMENTS FOR ARSENIC MITIGATION	16,865.60	16,865.60
4/25/2023	62875	THE GAS COMPANY	UNIT A	162.47	531.68
4/25/2023		THE GAS COMPANY	UNIT B	369.21	531.68
4/25/2023	62876	THE GAS COMPANY	875 PATTERSON RD	71.16	71.16
4/25/2023	62877	THE GAS COMPANY	2700 20TH ST W	16.03	16.03
4/25/2023	62878	USA BLUEBOOK	CORE SAMPLER	472.60	472.60
Report Total				161,580.95	161,580.95

Rosamond Community Services District

Summary Check/Transaction Register

From 4/26/2023 Through 4/26/2023

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
4/26/2023	25987	Check	3,160.13
4/26/2023	25988	Check	2,200.86
4/26/2023	25989	Check	2,852.03
4/26/2023	25990	Check	4,241.84
4/26/2023	25991	Check	1,914.41
4/26/2023	25992	Check	1,001.77
4/26/2023	25993	Check	1,628.01
4/26/2023	25994	Check	1,529.55
4/26/2023	25995	Check	1,624.22
4/26/2023	25996	Check	3,298.44
4/26/2023	25997	Check	2,028.16
4/26/2023	25998		0.00
4/26/2023	25999	Check	2,111.14
4/26/2023	26000	Check	1,846.37
4/26/2023	26001	Check	4,236.86
4/26/2023	26002	Check	3,042.48
4/26/2023	26003	Check	1,561.52
4/26/2023	26004	Check	1,315.82
4/26/2023	26005	Check	2,030.45
4/26/2023	26006	Check	1,809.71
4/26/2023	26007	Check	2,246.50
4/26/2023	26008	Check	2,511.20
4/26/2023	26009	Check	2,984.82
4/26/2023	26010	Check	<u>2,410.91</u>
Report Total			<u><u>53,587.20</u></u>

PAYROLL 04/26/2023

<u>Document</u> <u>Date</u>	<u>Document</u> <u>Number</u>	<u>Amount</u>
4/26/2023	25987	3,160.13
4/26/2023	25988	2,200.86
4/26/2023	25989	2,852.03
4/26/2023	25990	4,241.84
4/26/2023	25991	1,914.41
4/26/2023	25992	1,001.77
4/26/2023	25993	1,628.01
4/26/2023	25994	1,529.55
4/26/2023	25995	1,624.22
4/26/2023	25996	3,298.44
4/26/2023	25997	2,028.16
4/26/2023	25998	0.00
4/26/2023	25999	2,111.14
4/26/2023	26000	1,846.37
4/26/2023	26001	4,236.86
4/26/2023	26002	3,042.48
4/26/2023	26003	1,561.52
4/26/2023	26004	1,315.82
4/26/2023	26005	2,030.45
4/26/2023	26006	1,809.71
4/26/2023	26007	2,246.50
4/26/2023	26008	2,511.20
4/26/2023	26009	2,984.82
4/26/2023	26010	<u>2,410.91</u>

Total Direct Deposit 53,587.20

Total Checks Issued 0.00

Total 53,587.20



UMPQUA BANK

ROSAMOND CSD
Account Number: #### #### #### 3476



Account Summary

Billing Cycle		03/31/2023
Days In Billing Cycle		31
Previous Balance		\$475.63
Purchases	+	\$752.79
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$475.63-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$752.79

Credit Summary

Total Credit Line	\$2,500.00
Available Credit Line	\$1,747.21
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 \$752.79

MINIMUM PAYMENT \$752.79

PAYMENT DUE DATE 04/25/2023

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
03/09	03/09	PPLN01	24183103068900018504176	UNISAFE INC. 888-8258850 NY	\$104.98
03/15	03/16	PPLN01	24013393074001586003702	STEWART HANDLING 800-4475300 CA	\$500.00
03/20	03/20		0000000LBX2303203362007	PAYMENT - THANK YOU	\$475.63-
03/28	03/30	PPLN01	24426293088030039589683	TIM WELLS MOBILE TIRE SER LANCASTER CA	\$147.81

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

03/31/23

New Balance

\$752.79

Total Minimum Payment Due

\$752.79

Payment Due Date

04/25/23

\$

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



15021

MAKE CHECK PAYABLE TO:

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

25 0008 3476 0000 0000 00000000 00000000 0

**GOVERNMENT/COMMUNITY RELATIONS COMMITTEE
MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

9:00 AM Government/Community Relations Committee Meeting
Monday April 24th , 2023
District Conference Room
3179 35th Street West
Rosamond, CA 93560

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

Minutes

CALL TO ORDER

The meeting was called to order by Director Rick Webb at 9:03 AM

ROLL CALL

Director Al Wallis Present
Director Rick Webb Present

General Manager (GM) Kim Domingo Present
Board Secretary Sherri Timm 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 Committee 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-

DI 1. Proposed Resolution/Proclamation for former General Manager – presenter Rick Webb.

Director Webb has recommended District staff request a Certificate of Recognition from Kern County, the California State Assembly, State Water

Associations and RCSD to honor the many years and various capacities former GM Steve Perez has served the public. A Resolution will be presented to the full Board at the Regular Board Meeting on May 10th for approval of the recognition request.

Discussions regarding staff recognition, upcoming Board training and the Arsenic Consolidation also took place.

ADJOURNMENT

A motion to adjourn the meeting at 9:42 AM was made by Director Wallis and seconded By Director Webb. **Motion passed 2/0 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 or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th 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 35th Street West, Rosamond, CA 93560](#). In addition, any such writing may also be posted on the District’s web site.

Respectfully Submitted:

Rosamond CSD Board of Directors

Board Secretary

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

4:00 PM Sewer Committee Meeting
Monday April 24th, 2023
District Conference Room
3179 35th Street West
Rosamond, CA 93560

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

Minutes

CALL TO ORDER

The meeting was called to order at 4:07 PM by Director Rick Webb

ROLL CALL

Director Rick Webb Present
Vice President Ben Stewart Present

General Manager Kim Domingo Present
Board Secretary/Dir. of Administration Sherri Timm Present
John Houghton Director of Public Works 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 Committee 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. Status update on the final report from Fischer Compliance. (Presenter John Houghton)

Mr. Houghton reported that the District has not yet received the full report from Fischer Compliance and has no other information to report. The initial findings show nothing of consequence.

ADJOURNMENT

A motion to adjourn the meeting at 4:20 pm was made by Vice President Stewart and seconded by Director Wallis.

Motion passed 2/0 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 or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th 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 35th Street West, Rosamond, CA 93560](#). In addition, any such writing may also be posted on the District’s web site.

Respectfully Submitted:

Rosamond CSD Board of Directors

Board Secretary

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

5:00 PM Policy Committee Meeting
Monday April 24th, 2023
District Conference Room
3179 35th Street West
Rosamond, CA 93560

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

Minutes

CALL TO ORDER

The meeting was called to order at 5:00 PM by Vice President Ben Stewart.

ROLL CALL

Vice President Ben Stewart Present
Director Greg Washington Present

General Manager Kim Domingo Present
Board Secretary/Dir. of Administration Sherri Timm Present

Guests present:

Greg Wood
Steve Perez, via teleconference.

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 Committee 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. Proposed Amendment to the Employee Handbook- Policy Addressing Compensation Adjustments for Exempt Employees not under an Employment Agreement. (Presenter Kim Domingo)

A Compensation and Classification (Comp and Class) study was completed in 2022 after the Employee Handbook was adopted by Resolution on May 11, 2022. As a result of the study, a 4% raise was retroactively given to represented employees in December 2022, with an additional 2% salary increase scheduled for FY 2023-24. GM Domingo wishes to confirm the intent of the Board was to also compensate existing exempt staff in the same manner as nonexempt staff. To facilitate this, he recommends the Comp and Class study be officially adopted by the Board and amend the section of the Employee Handbook Policy that addresses compensation adjustments for exempt employees not under an employment agreement to match the Board's intent.

Greg Wood provided a historical perspective. Past Boards agreed all staff was to be treated equally.

Steve Perez explained that the 4% and 2% raises were negotiated as part of the MOU. Mr. Perez agreed a policy amendment is needed to clear the matter.

The committee consensus is to present the item to the full board either on May 10, 2023 or May 24, 2023 for discussion and action.

D 2. Proposed Amendment to Administrative Handbook – Policy Related to Conducting Business on Rosamond Community Services District Property. (Presenter Kim Domingo)

A District facility use policy was previously adopted as part of the old Parks & Recs section of the Administrative Handbook. The District recently received a facility use request from the Red Cross to conduct a blood drive. A new policy needs to be drafted and presented to the full Board on either May 10, 2023 or May 24, 2023.

ADJOURNMENT

A motion to adjourn the meeting at 5:30 PM was made by Director Washington and seconded by Vice President Stewart.

Motion passed 2/0, 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 or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th 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 35th Street West, Rosamond, CA 93560](#). In addition, any such writing may also be posted on the District’s web site.

Respectfully Submitted:

Rosamond CSD Board of Directors

Board Secretary

REGULAR MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

6:00 PM Regular Board Meeting
Closed Session 6:05 PM
Wednesday, April 26, 2023
District Board Room
3179 35th Street West
Rosamond, CA 93560

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

Minutes

CALL TO ORDER The meeting was called to order at 6:00 PM by President Byron Glennan.

ROLL CALL

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

Quorum declared.

General Manager Kim Domingo	Present
Director of Public Works John Houghton	Absent
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 Vice President (VP) Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

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.

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)

John Joyce – Rosamond News, Collin Snitchler - Hydrostore.

CLOSED SESSION

A motion to go into Closed Session at 6:02 PM was made by VP Stewart and seconded by Director Wallis.

Motion passed, 5/0, all ayes.

CS 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

APNs: 258-074-03, 258-074-19

Agency negotiator: Kim Domingo

Negotiating party: Agent for Potential Buyer

Under negotiation: Price and Terms

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

A motion to come out of Closed Session was made by VP Stewart and seconded by Director Washington.

Motion passed 5/0, all ayes.

No Reportable Action Reportable Action by: _____

6:00 P.M. OPEN SESSION Time: 6:18 PM

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.)

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

CONSENT CALENDAR

CC 1. Review and approve Check/Voucher Register dated April 4, 2023 through April 17, 2023, Payroll (Direct Deposit) dated April 12, 2023, Payroll (Direct Checks) dated April 12, 2023.

CC 2. Receive and approve Cash Balances Report – January 2023

CC 3. Receive and approve Cash Balances Report – February 2023

CC 4. Receive and approve Cash Balances Report – March 2023

CC 5. Receive and approve 3RD Quarter Treasurer’s Report

CC 6. Receive and approve Reserve Balances Report

A motion to approve CC 1 through CC 6 was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0 , all ayes.

MINUTES

M 1. Approve April 5, 2023 Finance Committee Meeting Minutes

M 2. Approve April 12, 2023 Regular Board Meeting Minutes.

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

Motion passed 5/0, all ayes.

NEW BUSINESS

NB 1. Authorize Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination with SSI Rosamond Solar for Benefit of Key Equipment Finance. (Presenter GM Domingo).

Rosamond CSD and SSI Devco, LLC entered into a Power Purchase and Lease agreement which was fully executed by the RCSD Board on December 29, 2020. The consent document for consideration will allow SSI to finance the completed solar project. Approval of the consent to collateral assignment of solar project documents and equipment subordination for the benefit of the financier, Key equipment Finance is a common industry practice that will have no material effect on the District. Staff recommends approval.

A motion to approve the consent documents allowing collateral assignment of SSI Rosamond Solar project documents and equipment subordination in favor of Key Equipment Finance and to authorize GM Domingo to execute said documents, subject to counsel approval, was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0, all ayes.

NB 2. Approve Agreement with Z-Axis for Public Relations and Communications Services. (Presenter Kim Domingo).

Z- Axis Images (ZAI) has been providing public relations and communications services to the District since January 2020. The Agreement continues ZAI engagement with the District for another year, beginning May 1, 2023. The Agreement includes additional website updates. ZAI invoices for time and materials only. This will be the fourth annual Agreement, with a maximum contract value of \$47,856. The proposed fees can be accommodated in the budget.

A motion to approve the Z-Axis Images 4th Agreement was made by VP Stewart and seconded by Director Washington.

Motion passed 5/0, all ayes.

NB 3. Approve Engagement Letter with Eide Bailly for Management Analyst Services. (Presenter Kim Domingo)

Rosamond CSD needs immediate assistance with a variety of special projects, research, managerial analysis, policy implementation, internal auditing, contract management, and other related services. Eide Bailly, LLP has been providing accounting services to the District for over 9 years and has the requisite institutional knowledge necessary to provide these additional services. The anticipated cost of this service is \$81,000.

Outsourcing the position will save the District approximately \$38,500 in salaries and benefits over the 2023-2024 fiscal year.

A motion was made by Director Washington and seconded by Director Wallis to retain Eide Bailly, LLP to provide Management Analyst services as outlined in attachment 1 of the Staff Report. **Motion passed 5/0, all ayes.**

NB 4. Approve Task 2 under GEI Agreement for Grant Application Services.
(Presenter Kim Domingo)

On February 22, 2023, the District entered into an agreement with GEI for grant application services. In addition to the approval of the agreement, the Board also approved Task I of the scope of services.

Task 1 of the scope of services involved enhancing the marketability of the Willow Springs Water Bank (WSWB) to water purveyors needing storage, especially during this historic wet season. Task 2 involves further project detail development and grant application services. Due to the emergency disaster declarations because of floods and potential flooding throughout the State, another grant opportunity is now available through FEMA that could also fund the proposed Water Bank improvements. The FEMA grant opportunity can make the Water Bank more marketable, resulting in the potential to provide significant return on investment to the District. The proposed action would enact Task 2 in the amount of \$22,000 and authorize GEI to prepare the engineering work to submit a Letter of Interest to FEMA for consideration.

A motion was made by Director Webb and seconded by VP Stewart to approve Task 2 Under GEI Agreement for grant application services.

Motion passed 5/0, all ayes.

NB 5. FY 2023-2024 Budget – Second Workshop. (Presenter Finance Consultant Brad Rockabrand) Informational only.

Finance Consultant Brad Rockabrand discussed the proposed FY 2023-2024 Budget. The District is in its third year of the 2021 rate study. Year to date analysis indicates the District is operating well within the expectation of the rate study, despite the COVID related challenges. As a result of better than expected actuals in FY 2022-2023 and the carryover savings, the FY 2023-2024 budget is balanced and not at a deficit as forecasted by the 2021 rate study.

GM Domingo discussed the Capital Improvement Projects (CIP) budget. Staff looked at needs on both sewer and water sides. The preliminary budget works within the amount that Mr. Rockabrand described. Ongoing adjustments may happen before the final adoption of the budget on May 10th.

PRESENTATIONS

PR 1. Water Reclamation Plant Project Update.

Chief Water Reclamation Plant Operator Ryan Becker provided an update of plant activities. The plant continues to operate well, producing a high quality product. There will be some additions to the upcoming budget to cover unforeseen costs associated with a concrete holding bay for continued sludge drying. The plant is 98% operational and close to completion according to the original contract.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Webb – weed abatement is needed in the right of way common areas around town. The county should be contacted to find out what their plan is to remove the weeds. President Glennan – May 4th is the National Day of Prayer.

GENERAL COUNSEL UPDATE

John Komar, Esq
No report

GENERAL MANAGER UPDATE

Kim Domingo reported on the following items:

- 1) No update on the 20th Street property.
- 2) Diamond Street property- coordinating with lead and asbestos testing.
- 3) Kern County Public works ribbon cutting for the Diamond Street improvements will occur on May 5th at 10:00 AM. the District has been invited to attend.
- 4) Rosamond High School water connection – the State Department of Water Resources was asked about advancing the portion of the Arsenic consolidation forward and found it is a possibility. The High School has some water pipeline work to isolate the existing irrigation from the potable connection. This work is outside the scope of the grant.
- 5) Kern County Waste Management was contacted to gather information on what it would take to provide trash service. A Teams meeting is scheduled for April 27th.
- 6) GM Domingo will not be attending the ACWA conference on May 9-12th . President Glennan and Director Wallis will represent the District.
- 7) There is a call for nominees for the District 7 ACWA board, due June 16th. Information has been emailed to the board.
- 8) GM Domingo has delayed jury duty until the week of October 2nd.

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported a 15% overall reduction in receivables since January, totaling approximately \$30,000 collected in payments. Ms. Timm also reminded the Board that water shutoffs and delinquent penalties resume in May. Payment arrangements are a great way to help customers who are having a hard time paying their bill. Correspondence - The 2022 audited financial statements for the Southern California Water Bank Authority was received.

PUBLIC WORKS UPDATE

The Field Operations Report dated April 26th was reviewed. A copy is available at the District office.

ADJOURNMENT

A motion to adjourn at 7:14 PM was made by VP Stewart and seconded by Director Webb.
Motion passed 5/0, all ayes.

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 or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th 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 35th Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

Respectfully Submitted:

Rosamond CSD Board of Directors

Board Secretary

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Brad Rockabrand, Financial Consultant
Subject: Adoption of Resolution No. 2023-2 – Annual Budget for Fiscal Year Ending June 30, 2024

RECOMMENDATION:

Approve Resolution No. 2023-2, adopting the FY 23-24 budget.

BACKGROUND:

Two budget workshops have been conducted prior to the proposed action. The first workshop was conducted at the April 5, 2023 Finance Committee meeting and the second workshop was conducted with your Board on April 26, 2023. Staff received input from the Board, conducted planning sessions internally and provided recommendations to our financial consultant for inclusion in the proposed budget.

ANALYSIS:

The attached budget was developed using trending data from the previous 6 years and is in a form that is consistent with previous budgets. The line item costs have been adjusted to reflect staff input as they relate to anticipated operational increases. The salary costs include the MOU increase and anticipated step, merit or promotion increases.

FISCAL REVIEW:

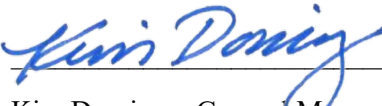
The proposed budget is balanced and based upon the current water and sewer use rates.

LEGAL REVIEW:

None

CONCLUSION:

Staff requests adoption of the recommended budget..



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Resolution 2023-2

**ROSAMOND COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2023-2**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSAMOND COMMUNITY SERVICES DISTRICT
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL
YEAR ENDING JUNE 30, 2024**

WHEREAS, the Rosamond Community Services District (“the District”) is a community services district organized and operating pursuant to California Government Code Section 61000 et seq.; and

WHEREAS, there has been presented to the District’s Board of Directors (“the Board”) a proposed Annual Budget for the Fiscal Year Ending June 30, 2024 (“2023 Budget”) in accordance with the requirements of Government Code Section 61110; and

WHEREAS, the Board has conducted a special board meeting to discuss the budget which was open to the public and has considered all comments received during that meeting regarding the proposed FY 2023-2024 Budget; and

WHEREAS, on May 10, 2023, the Board conducted a public hearing regarding the proposed FY 2023-2024 Budget in accordance with the requirements of Government Code Section 61110 and considered all comments received at said hearing; and

WHEREAS, the proposed FY 2023-2024 Budget has been reviewed and considered by the Board of Directors and it has been determined to be in the best interest of the District to adopt said budget for the sound financial operating of the District.

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

1.0 Approval and Adoption of FY 2023-2024 Budget. The budget for Fiscal Year Ending June 30, 2024 for the Rosamond Community Services District, attached hereto as Exhibit “A” and incorporated herein by reference, is hereby approved and adopted, and the amounts of the proposed expenditures are appropriated and may be expended by the departments or funds for which they are designated, in accordance with the District’s Purchasing Policy.

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. This Resolution shall become effective as of the date of adoption set forth below.

4.0 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Rosamond Community Services District held this 10th day of May, 2023.

President, Board of Directors
Rosamond Community Services District

ATTEST:

By: _____
Sherri Timm, Board Secretary
Rosamond Community Services District

“Exhibit A”

	General Fund	Water	Sewer	Street Lighting	LLAD # 2	Park	Graffiti Abatement	Park Maintenance	Sum of Adjusted 23-24 Budget
Total Revenue	462,133	7,700,496	5,376,247	3,821	203,705	3,228		1,138	13,750,768
Operating Revenue	20,673	7,068,273	4,938,930	3,821	203,705	3,228		603	12,239,233
Customer Service Charges		2,851,522	4,329,149						7,180,671
Customer Usage Charges		3,722,959	296,898						4,019,857
Internal Service Charges									-
Internal Usage Charges									-
User Fees									-
County Service Area									-
Bulk Water Sales/Construction Water		37,000							37,000
Late Charges/Bank Charges		55,000	35,000						90,000
New Service Installation									-
Plan Check/Will Serve/Inspection Fees		11,000	9,000						20,000
Administration/Reconnection		82,600	15,400						98,000
Interest Income	20,673	308,192	253,483	3,821	5,379	3,228		603	595,379
Miscellaneous Income									-
Property Tax/Assessments					198,326				198,326
Designated Revenue									-
Discretionary Revenue	441,460	62,850	350						504,660
Rent	3,600	50,000							53,600
Miscellaneous Income	6,300	12,850	350						19,500
Property Tax/Assessments	431,560								431,560
Restricted Revenue		569,373	436,967					535	1,006,875
User Fees		43,000							43,000
System Connection Fees		526,373	370,967						897,340
Conservation Fees			66,000						66,000
Quimby Fees									-
Grants									-
LAIF Interest								535	535
Total Expenses	(23,700)	(6,181,831)	(4,556,553)	(30,575)	(86,355)	(85,284)	(640)	(28,023)	(10,992,961)
Personnel Expenses		(1,871,265)	(1,276,454)						(3,147,719)
Salaries		(1,120,468)	(702,361)						(1,822,829)
Overtime Pay		(43,780)	(35,820)						(79,600)
Oncall/Pager Pay		(33,188)	(19,692)						(52,880)
Degree/Certification Pay		(39,645)	(1,831)						(41,476)
Holiday Pay		(65,081)	(43,840)						(108,921)
Vacation Pay		(78,629)	(50,271)						(128,900)
Sick Pay		(45,140)	(28,860)						(74,000)
Directors Pay		(33,300)	(33,300)						(66,600)
Payroll Tax Expense		(104,311)	(70,785)						(175,096)
Health Insurance		(333,510)	(210,599)						(544,109)
Workers Compensation		(16,405)	(8,945)						(25,350)
Other Benefits (Education Reimburse)		-	-						-
PERS Contribution		(137,688)	(90,270)						(227,958)
Less Capitalized Labor/Benefits		179,880	20,120						200,000
Direct Operating Expenses	(3,055)	(664,175)	(551,882)	(22,000)	(77,500)		(640)		(1,319,252)
Meters		-	-						-
Engineering		(285)	(285)						(570)
Electricity Expense	(1,500)	(276,369)	(153,660)	(22,000)	(77,500)				(531,029)
Utilities - Water	(1,455)	(20,875)	(38,150)						(60,480)
Utilities - Other Than Water	(100)	(8,634)	(13,906)						(22,640)
Equipment Leases		(7,692)	(8,103)						(15,795)
Operating Expenses		(2,095)	(34,455)						(36,550)
Purchased Water		-	-						-
Billing Expense		(1,614)	(1,614)						(3,228)
Operating Supplies			(260)						(260)
Parks Supplies & Maintenance		-	-				(640)		(640)
Pool Supplies & Maintenance		-	-						-
Security Services		-	-						-
Safety Supplies & Training		(6,365)	(7,445)						(13,810)
System Repair & Maintenance		(296,841)	(226,234)						(523,075)
System Tests		(12,589)	(38,581)						(51,170)
Uniforms		(6,295)	(6,345)						(12,640)
Auto & Truck Expense		(24,521)	(22,844)						(47,365)
Banked Water Expense		-	-						-
General and administrative	(11,025)	(2,078,231)	(2,078,407)	(8,575)	(8,855)	(85,284)		(28,023)	(4,298,400)
Accounting Consultants		(155,699)	(146,638)	(8,200)	(8,200)				(318,737)

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Agreement and First Task Order with Cannon Corporation for Biosolids Disposal Analysis Report

RECOMMENDATION:

Approve the Master Services Agreement and Task Order 2023-1 with Cannon Corporation and authorize the President to execute.

BACKGROUND:

The Water Reclamation Facility is governed by Waste Discharge Requirements Board Order R6V-2019-0251 (WDRs) issued by the California Regional Water Quality Control Board, Lahontan Region (Lahontan). Section VII.D. of the WDRs requires the District to submit a work plan that will address the disposal of the biosolids that have accumulated in the oxidation ponds, which are no longer used for treatment. That work plan was due to Lahontan on March 1, 2021. A draft work plan was submitted to Lahontan on May 4, 2023 with the proposed study as an integral part of the plan.

There are three alternatives that will be considered in the proposed study:

1. Haul off-site for disposal in landfill
2. Haul for off-site for agronomic use
3. Contain and encapsulate on site

The study is the first step in what will inform the District regarding how the sludge will ultimately be disposed. The alternative analysis will quantify the cost of each of the alternatives for District planning and implementation.

ANALYSIS:

This item is the initial step of developing a biosolids disposal work plan. Delaying this action any further will result in a potential Notice of Violation from Lahontan.

FISCAL REVIEW:

There are adequate funds in budget key 02-65000 for this contract and task order.

LEGAL REVIEW:

Counsel and your General Manager developed the Agreement, which has been approved by the consultant.

CONCLUSION:

The District needs to implement its work plan as soon as possible or risk action by Lahontan. Approval of this agreement is part of this plan.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Master Service Agreement
Work Order 2023-1
Sludge Disposal Work Plan

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement"), with an effective date of _____ is by and between Rosamond Community Services District ("District") 3179 35th St W, Rosamond, CA 93560 and Cannon Corporation ("Consultant") 1050 Southwood Drive, San Luis Obispo, CA 93401.

In consideration of the mutual covenants and promises contained herein, District hereby engages Consultant to provide certain services (the "Services") on the following terms and conditions:

1. SCOPE OF SERVICES

1.1 The Services to be performed by Consultant under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A (each, a "Task Order"), attached hereto and incorporated herein by reference.

2. TASK ORDER PROCESS

2.1 Upon the request of District, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the Task Order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties.

3. INVOICING AND PAYMENT

3.1 Consultant shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. District shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's monthly invoice.

4. PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effective until May 10, 2026 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by District, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5. DISTRICT'S RESPONSIBILITIES

5.1 District shall designate a person to act as District's representative with respect to each Task Order issued under this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define District's policies and decisions.

5.2 District shall furnish to Consultant applicable information and technical data in District's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by District or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 District shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by Consultant, seek legal advice, the advice of an insurance counselor, or other Consultant(s), as District deems appropriate for such examination. If any document requires District to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the applicable Project Schedule.

6. CONSULTANT'S RESPONSIBILITIES

6.1 Consultant shall designate a Project manager for the performance of the Services described in each Task Order.

6.2 Consultant shall perform the Services as an independent Consultant and not as District's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant may, during the course of its Services, prepare opinions of the probable cost of construction. District acknowledges, however, that Consultant has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond Consultant's control and are unavoidably in a state of change. District therefore acknowledges that Consultant cannot and does not make any warranty, promise, or representation, either express or implied, that proposal, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When Consultant provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify District of any observed defects in the work being performed; will otherwise make reasonable efforts to guard District against defects and deficiencies in the work of the Consultant(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause Consultant's to be responsible for those duties and responsibilities which belong to the construction Consultant, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, Consultant's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by Consultant during such periodic visits shall not make Consultant responsible for, nor relieve the construction Consultant of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

7. CHANGE ORDERS

7.1 District or Consultant may, from time to time, request modifications or changes in the Services described in a Task Order. To the extent that the Services to be performed by Consultant have been affected by such change, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8. WARRANTY

8.1 Unless otherwise specified, Consultant shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her/it for a minimum period of one (1) year from date of commercial operation of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in District's opinion are due to faulty design, installation, workmanship, or materials, Consultant, upon notification and at his/her/its expense, shall repair or adjust the equipment or parts to correct the condition or he/she/it shall replace the part or entire unit to the complete satisfaction of District. These repairs, replacements or adjustments shall be made only at such time as shall be designated by District as least detrimental to the operation of the Pine Flat power plant.

Regardless of any statement to the contrary, Consultant agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

9. WARRANTY PERIOD

9.1 The warranty set forth in Section 8.1 above shall extend for a period of twelve (12) months following the beginning of commercial operation (the "Warranty Period"). The Warranty Period with respect to any work or equipment that is repaired, replaced, modified or otherwise altered or corrected after commercial operation shall extend for twelve (12) months from the date of completion of such repair, replacement, modification, correction or alteration, provided that in no event shall the warranty period extend beyond twenty-four (24) months from commercial operation.

10. FORCE MAJEURE

10.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. Consultant shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

11. CONFIDENTIALITY

11.1 Consultant shall treat as confidential and proprietary all information and data delivered to it by District ("Confidential Information"). Confidential Information shall not be disclosed to any third party, other than Consultant's subconsultants or subcontractors during or subsequent to the term of this Agreement. Consultant's duties under this Agreement are in addition to those provided under any separate NON-DISCLOSURE AGREEMENT between the District and Consultant. Nothing contained herein shall preclude Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by Consultant; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after written notice has been received by District.

11.2 California Public Records Act. Consultant acknowledges that, as a public agency of the State of California, District is subject to the California Public Records Act (the "Act"). District is therefore required to disclose any information deemed to be a public record upon request as provided in the Act. Therefore, notwithstanding any other provision of this Agreement, District shall not be in breach of this Agreement because it discloses any Confidential Information in response to a request made under the Act.

12. RIGHTS IN DATA

12.1 All right, title and interest in and to the work products provided by Consultant to District shall be the property of District ("Work Product"). All written information shall be provided in original and editable format. Methodologies,

process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

13. INSURANCE AND INDEMNITY

In connection with work to be performed and/or materials to be furnished under this Agreement, the undersigned Consultant agrees that:

13.1 Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employee. The insurance required by this Agreement is set forth on Attachment C.

13.2 To the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless District, its directors, officers, employees or authorized volunteers from all claims and demands of all third parties arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Districts, its directors, officers, employees, or authorized volunteers.

14. SUSPENSION

14.1 District may, at any time and without cause, suspend the Services of Consultant under any Task Order or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from District of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

15. TERMINATION

15.1 District may terminate all or part of this Agreement for District's convenience by providing 30 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. Consultant will not be entitled to compensation for profit on Services not performed.

16. NOTICE

16.1 Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

DISTRICT	CONSULTANT
ROSAMOND COMMUNITY SERVICES DISTRICT 3179 35th St W Rosamond, CA 93560 Attn: <u>Kim Domingo, General Manager</u> Email: <u>kdomingo@rosamond.csd.com</u> Phone: <u>(661) 256-3411</u>	CANNON CORPORATION 1050 Southwood Drive San Luis Obispo, CA 93401 Attn: <u>Larry P. Kraemer, PE, Director of Public Infrastructure</u> Email: <u>LarryK@cannoncorp.com</u> Phone: <u>(805) 805-7407</u>

17. SURVIVAL OF CONTRACT TERMINATION

17.1 The Articles relating to Confidentiality and Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

18. MISCELLANEOUS

18.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party, which may withheld in such party's sole and absolute discretion.

18.2 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

18.3 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

18.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile and electronic signatures shall be binding.

18.5 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

18.6 Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy, dispute, issue, or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated (or upon agreement of the parties, arbitrated) in a California State Court in Kern County, California, and the parties consent to venue therein; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court with competent jurisdiction over Kern County and the dispute.

18.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

18.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and District. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

18.9 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

DISTRICT

Signature

Byron Glennon

President, Board of Directors

Date

CONSULTANT



Signature

Larry P. Kraemer, PE

Director of Public Infrastructure

May 3, 2023

Date

Attachment A

TASK ORDER

This Task Order is made this day _____ of _____, 20____ by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties on the _____ day of, 20____. ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

5. Deliverables to be provided under this Task Order are as follows:

DISTRICT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment B

CHANGE ORDER

In accordance with Article 7 of the Master Services Agreement dated _____ ("Agreement") between ("District")
_____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in Consultant's Compensation:

All other terms and conditions remain unchanged.

DISTRICT

CONSULTANT

Signature

Signature

Name (Print or Typed)

Name (Print or Type

Date

Date

ATTACHMENT C

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown in Paragraphs 1 through 4 above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as

broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subconsultant or subcontractor of Consultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and

endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractor/subconsultant of any kind maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors/subconsultants.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment A

TASK ORDER 2023-01

This Task Order is made this day _____ of _____, 20____ by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties on the _____ day of _____, 20____. ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Sludge Disposal Alternatives Analysis and Sludge Management Plan, per attached Exhibit 1

3. The Project Schedule is as follows:

Report delivered 45 days from Notice to Proceed

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

per attached Exhibit 1

5. Deliverables to be provided under this Task Order are as follows:

Alternatives Analysis Study and Report

DISTRICT

CONSULTANT

Signature



Signature

Byron Glennon, President

Larry P. Kraemer, PE, Director of
Public Infrastructure

Date

May 3, 2023

Date



April 23, 2023

Mr. Kim Domingo
General Manager
Rosemond Community Services District
3179 35th Street West
Rosamond, CA 93560

PROJECT: SLUDGE DISPOSAL ALTERNATIVES ANALYSIS AND SLUDGE MANAGEMENT PLAN

Dear Mr. Domingo

The Rosamond Community Services District (RCSD) has recently upgraded the wastewater treatment facilities to an extended aeration-activated sludge plant process. The plant was previously an oxidation and aerated lagoon treatment process with evaporation percolation ponds. A bulk of the oxidation ponds will be slowly abandoned. These ponds will likely have dried sludge at the pond bottoms as they are allowed to drain and/or evaporate. As part of the newly issued WDR (RV-2019/WDID 6B150112001), the RWQCB is requiring the development of a work plan that addresses the disposal of sludge from the abandoned evaporation/oxidation pond bottoms. The RCSD management has begun the process of quantifying the sludge.

Cannon Corporation is providing a proposal to assist the RCSD management and staff with preparing an alternative analysis and the work plan preparation. The alternatives analysis would include the efforts to quantify cost for two alternatives. The two alternatives will include: 1) costs to consolidate all the sludge and properly line and cap long-term disposal on-site and 2) costs to haul away to local landfill cover.

We are excited to start work on this project with RCSD management and staff.

Sincerely,

A handwritten signature in blue ink that reads "Amando G. Garza".

Amando G. Garza, PE
Civil Senior Principal Engineer, Public Infrastructure
C 54148



PROJECT UNDERSTANDING AND APPROACH

As a result of a newly issued Waste Discharge permit (dated 2019), the RCSD is being required to prepare a work plan for the disposal of sludge from abandoned pond bottoms. A bulk of the ponds are slowly being phased out and/or abandoned as the wastewater plant operations slowly migrate completely toward the newly-constructed extended aeration-activated sludge process.

The RCSD would like to evaluate some long-term options for the disposal of the sludge encountered in ponds. There are approximately 120 acres of sludge consisting of “older” oxidized sludge and “younger” sludge. As a result, a few alternatives are to be considered in the disposal. The options for disposal include 1) disposal of “older” sludge to local landfill, 2) disposal of the “younger” sludge to compost facility and 3) on-site sludge consolidation and isolation by a liner and capping. The final long-term solution will need to be economically feasible. There may be a combination of the above solutions as well.

SCOPE OF WORK

Phase 1. Alternatives Analysis

Task 1 – Kickoff meeting and Site Visit

A Cannon engineer will meet with RCSD staff at the project site to scope and identify work items necessary for the project. We will take field photos and measurements as needed for developing an alternatives study.

Task 2 – Existing Data Review

Cannon will evaluate the aerials, sludge data, and sludge constituent data. We will contact Liberty Composting, Inc. for their hauling costs to their composting facility and we will contact Kern County landfill for their costs to accept “older” sludge.

Task 2 – Alternatives Analysis Letter Report

Cannon will evaluate three alternatives for the disposal of the sludge. RCSD has estimated approximately 100,000 tons (dry tons) of sludge at this time. Because this is a dry weight calculation, some consideration of moisture content will need to be included. The alternatives will include the following:

1. The option to haul “younger” sludge to a compost facility in Kern County. The nearest facility is known to be in Lost Hills, CA.
2. The option to haul away “older” sludge to a local landfill. The loading, trucking and tipping fees will be quantified in this option.
3. The option to consolidate all, or a portion, of the existing sludge to an on-site location to properly isolate with a liner and cap. The costs to plan, design, and construct a miniature landfill on-site with proper liner and cap will be quantified. The alternatives analysis will include a site plan based on aerial images and the pros and cons for each alternative will be evaluated.



ASSUMPTIONS AND EXCLUSIONS:

- The RCSD management and staff will quantify the sludge quantities to consider in the three alternatives.
- RCSD will conduct sampling and analysis of sludge needed for the study and for the ultimate disposal option(s).
- Environmental documentation is not part of the initial alternatives analysis. Should documentation be required, we can explore subconsultant scope/costs and present to RCSD.

SCHEDULE

Alternatives Study..... 45 days from NTP

FEEES

Fees are based on the rates per the enclosed fee schedule and do not include Agency checking or recording fees, or title company fees. It is our understanding that this project qualifies for California Prevailing Wages.

<i>Phase 1. Kickoff and Site Visit</i>	\$ 4,200.00
<i>Phase 2. Review Existing Data</i>	\$ 1,900.00
<i>Phase 3. Alternatives Analysis Study and Report</i>	\$14,800.00
T&M Not to Exceed:	\$20,900.00



2022/2023 Fee Schedule
 Bill Rate Ranges
 Subject to change

Assistant Resident Engineer	\$ 140 - \$ 169
Associate Engineer	\$ 157 - \$ 200
Associate Land Surveyor	\$ 185 - \$ 208
Associate Landscape Architect	\$ 158 - \$ 177
Automation Specialist	\$ 147 - \$ 165
Automation Technician	\$ 113 - \$ 127
CAD Tech	\$ 101 - \$ 113
CAD Manager	\$ 120 - \$ 134
Construction Inspector I - III	\$ 111 - \$ 154
Design Engineer	\$ 130 - \$ 158
Director/ Department Manager	\$ 187 - \$ 264
Engineer Tech	\$ 108 - \$ 121
Engineering Assistant I - II	\$ 92 - \$ 116
Grant Funding Manager I - II	\$ 141 - \$ 177
I&E Services Coordinator	\$ 103 - \$ 116
Information Systems Admin/Manager	\$ 120 - \$ 134
Land Surveyor	\$ 174 - \$ 196
Landscape Architect	\$ 118 - \$ 132
Landscape Designer I - II	\$ 103 - \$ 127
Lead Automation Specialist	\$ 162 - \$ 182
Lead Automation Technician	\$ 127 - \$ 143
Lead Designer	\$ 130 - \$ 149
Office Engineer / Document Control I-III	\$ 107 - \$ 140
Plan Check Engineer I - II	\$ 123 - \$ 165
Planner I - III	\$ 113 - \$ 143
Planning Assistant	\$ 92 - \$ 116
Principal Automation Specialist	\$ 176 - \$ 198
Principal Designer	\$ 120 - \$ 163
Principal Engineer	\$ 185 - \$ 244

Project Designer	\$ 114 - \$ 143
Project Engineer	\$ 141 - \$ 173
Resident Engineer	\$ 179 - \$ 201
Sr. Associate Architect	\$ 195 - \$ 219
Sr. Associate Engineer	\$ 173 - \$ 219
Sr. Automation Specialist	\$ 172 - \$ 193
Sr. Automation Technician	\$ 137 - \$ 154
Sr. CAD Tech	\$ 109 - \$ 122
Sr. Consultant / Principal-in-Charge	\$ 249 - \$ 297
Sr. Land Surveyor	\$ 203 - \$ 228
Sr. Landscape Architect	\$ 172 - \$ 193
Sr. Plan Check Engineer	\$ 169 - \$ 189
Sr. Principal Designer	\$ 130 - \$ 184
Sr. Principal Engineer	\$ 196 - \$ 266
Sr. Project Designer	\$ 114 - \$ 156
Sr. Project Engineer	\$ 147 - \$ 187
Sr. Resident Engineer	\$ 192 - \$ 216
Survey Assistant	\$ 103 - \$ 116
Survey Technician I - V	\$ 120 - \$ 183
Technical Writer I - IV	\$ 92 - \$ 116

Survey Crew Rates - Regular

One-Man Field	\$ 195
Two-Man Field	\$ 270
Three-Man Field	\$ 355
Two-Man - HDS	\$ 310

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 230
Two-Man Field	\$ 330
Three-Man Field	\$ 470

Electrical - Prevailing Wage

Electrician	\$ 185
-------------	--------

Building and Construction Inspector - Prevailing Wage

BCI Construction Inspector	\$ 150
----------------------------	--------

Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%
Technology Fee	\$30/Day

Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

All expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours.

The stated rates are subject to change, typically on an annual basis.



ACCEPTANCE OF PROPOSAL

Proposal Date:	<u>April 23, 2023</u>
Client:	<u>Rosamond Community Services District</u>
	<u>Attention: Mr. Kim Domingo, General Manager</u>
	<u>Rosemond Community Services District</u>
	<u>3179 35th Street West</u>
	<u>Rosamond, CA 93560</u>
Project:	<u>Sludge Disposal Alternatives Analysis and Management Plan</u>
Scope of Work:	<u>Evaluate three alternatives for disposal of sludge.</u>
	<u> </u>
T&M Not to Exceed:	<u>\$20,900.00</u>

**Rosamond Community Services District
Wastewater Treatment Facility
Abandoned Oxidation Pond Sludge Disposal
Draft Work Plan
March 4, 2023**

Background

The Rosamond Wastewater Treatment Facility (WWTF) (WDID No. 6B150112001) is an upgraded wastewater treatment plant owned and operated by the Rosamond Community Services District (District). Operation of the WWTF is permitted through the State Water Resources Control Board, Lahontan Region, who issued Waste Discharge Requirements via Board Order No. R6V-2019-0251 (WDRs).

Prior to and during the issuance of the most recent WDRs, the WWTF operation consisted of a series of clay-lined oxidation and evaporation ponds, seventeen in total, that have been in operation since the District formation. A 0.50 MGD tertiary treatment plant was constructed but never permitted due to the lack of customers that could receive the treated effluent.

In 2015, and after groundwater impacts due to nitrate infiltration through the existing oxidation ponds, the District planned for a WWTF upgrade that allows for the closure of the oxidation ponds and mitigates the nitrate impacts through a nitrification and denitrification process. In July 2022, the District and its contractor began the commissioning process of a 1.27 MGD extended aeration plant. By January 2023, the District began to admit the full influent flow into the new WWTF and discharge compliant effluent into new percolation ponds. Normal operating flow to the existing oxidation ponds ceased at that time.

The WDRs identified time schedules to accomplish related project milestones to address WWTF startup and operation as well as implementation of additional monitoring wells and the disposition of the accumulated sludge in the oxidation ponds. The time schedule dates range from December 1, 2019 through August 1, 2021. Overall, the dates have been delayed approximately 24 to 30 months, primarily due to the impacts of COVID-19 on contractor reliability and labor and material supply chains. The resultant increased costs related to these challenges have also had an impact on schedule.

This Work Plan addresses the accumulated sludge disposition in the de-commissioned oxidation ponds as identified in WDRs, item VII.D., with a schedule date of March 1, 2021. The Work Plan is to address the following:

1. Removal and disposal of sludge from the bottom of the abandoned evaporation/oxidation ponds.
2. Implementation schedule.
3. Implementation description.
4. Disposal location for the removed material.

Proposed Work Plan Activities (Milestones) and Schedule

The items in the WDRs will be identified through the implementation of the Work Plan activities. It is intended that the Work Plan will be a document that will be periodically updated to facilitate reporting to Lahontan. Milestone dates are shown in **Bold**, actual dates in *Italics*, completed activity narrative is underlined:

1. Quantify and Characterize the Sludge (*April 1, 2023* through **July 31, 2023**). District staff will measure sludge depths and perform sampling to determine quantities and qualities. The sludge in each contained pond will be evaluated separately to monitor inventory. Staff has performed measurements in the dried ponds. Estimates have been prepared for the ponds in which staff is unable to enter because they are not yet dry enough. The preliminary estimate of total dry weight solids is on the order of 100,000 tons. This estimate will be refined once actual measurements can be obtained.
2. Evaluate Alternatives (*April 15, 2023* through **September 30, 2023**) In order to describe the work activities and disposal location, viable alternatives need to be investigated and selected. The selected alternative needs to comply with 40 CFR, Part 503 and be economically feasible. A consultant will be retained to consider the existing sludge inventory and consider off-site disposal via land application or composting, off-site disposal to landfill or on-site disposal via containment. It is understood that on-site disposal is not currently permitted, and a Technical Report will be required if this alternative is selected. The District obtained a proposal from Cannon Corporation to evaluate alternatives. An agreement is scheduled for Board of Directors' approval is schedule for May 10, 2023.
3. Environmental Clearance (*August 1, 2023* through **November 30, 2023**). The scope of the work may be exempt under CEQA and may qualify for a Categorical or Statutory Exemption. This is dependent upon the selected alternative. If on-site disposal is selected, additional technical studies may be required to identify or mitigate impacts. Consequently, the milestone date may be extended accordingly.
4. Identify Funding (*August 1, 2023* through **November 30, 2023**). The District has not yet budgeted for this activity due to the scope uncertainty. Once a selected alternative has been identified, the District will obligate available reserves and investigate other funding sources if reserves are not adequate.
5. Design, if required (*August 1, 2023* through **February 29, 2024**). If on-site disposal is selected, a grading plan and containment design will be finalized addressing compliance requirements.
6. Permitting, if required (*January 1, 2024* through **March 31, 2024**). Air District permitting may be required for this project and will be addressed in this activity.

7. Implementation including Bidding and Construction, if required (December 1, 2023 through **December 31, 2024**). The selected alternative will be implemented. If on-site disposal is selected, the project will be bid and contracted for construction.
8. Preventative Maintenance Plan (PMP) Development, if required (July 1, 2024 through **September 30, 2024**). If on-site disposal is selected, a plan for continuing maintenance of the site controls will be developed.
9. Implement PMP (from **September 30, 2024 onward**)

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approval of Resolution 2023-6 Adopting the California Uniform Public Construction Cost Accounting Procedures

RECOMMENDATION:

Approve Resolution 2023-6, adopting the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures. Direct staff to notify the State Controller with a copy of the resolution and to develop an informal bidding policy for adoption by the Board.

BACKGROUND:

The Public Contract Code (PCC) governs how public agencies, such as the District, procure public works projects. The PCC sets dollar limits on projects that do not require bid (\$25,000) and the specific bid procedures which are to be implemented when the dollar limit is exceeded.

Prior to passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983 (CUPCCAA), it was common for public agencies to perform public works projects using agency work force with the argument that the projects could be performed at much less cost than through a competitive bid. The data used to defend this argument was found to be inconsistent across public agencies. For example, labor costs were either not included in the cost of the project or the fully burdened costs including overhead and benefits were not included as a part of the costs. Construction contractor lobbying groups identified the flawed data and advocated for a uniform method to track project costs so that the data comparison between the project delivery methods could be consistent. The CUPCCAA was passed by the legislature to standardize cost accounting for construction costs and modified the procedures that contracts could be let. The California Uniform Construction Cost Accounting Commission (Commission) was established to administer the legislation.

The following table shows the current procurement requirements under PCC and alternate procurement requirements under CUPCCAA.

	PCC	Alternate CUPCCAA
No Bid Requirement Limit	\$25,000	\$60,000
Informal Bid Procedure	Not Applicable	Up to \$200,000
Formal Bid Procedure	Greater than \$25,000	Greater than \$200,000

The Commission publishes the Cost Accounting Policies and Procedures Manual, which guides adopting agencies in the processes. The formal bid procedure requires preparation of bid documents and a notice

inviting bids that is published in a local newspaper. The informal bid procedure requires preparation of bid documents and circulation at a limited number of plan rooms in the area.

ANALYSIS:

The District procurement policy currently follows Public Contract Code, which requires any construction contract greater than \$25,000 to be formally bid. Most District construction projects fall within the \$200,000 threshold, providing procurement flexibility under CUPCCAA.

FISCAL REVIEW:

Overall, adoption will result in lower procurement costs.

LEGAL REVIEW:

CONCLUSION:

Adoption of the CUPCCAA would provide staff with contractual and procedural procurement flexibility.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Resolution 2023-6

ROSAMOND COMMUNITY SERVICES DISTRICT
Resolution No. 2023-6

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSAMOND
COMMUNITY SERVICES DISTRICT ADOPTING THE CALIFORNIA UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES**

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects;

WHEREAS, Public Contract Code Section 20682.5(j), specifically authorizes Community Services Districts to rely on the procurement procedures under the Act; and

NOW, THEREFORE, BE IT RESOLVED that the Rosamond Community Services District Board of Directors , hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended and directs that the Board Secretary notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Rosamond Community Services District held this 10th day of May 2023.

President, Board of Directors
Rosamond Community Services District

ATTEST:

BY: _____
Sherri Timm, Board Secretary
Rosamond Community Services District

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Adoption of Administrative Handbook Policy 7010 – Non-Profit Activity on District Property

RECOMMENDATION:

Adopt the Policy to clearly establish the requirements of use of a District facility by non-profits.

BACKGROUND:

Staff has been approached by non-profit organizations regarding the use of District facilities for public benefit events and for community informational meetings. It has been past practice to allow the use of the District facilities, such as the board room, for groups such as the Red Cross for blood drives or local mutual water companies for informational meetings.

Staff reviewed the current Administrative Handbook for guidance and found that no policy exists. The proposed policy clearly defines which types of organizations may use District facilities and under what conditions they may use them.

ANALYSIS:

Policy provides guidance and clear direction from the Board. It also addresses risk management issues that are not currently addressed.

FISCAL REVIEW:

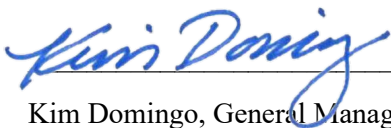
The policy identifies terms of use, which may include fees that would recoup expenses incurred by the District for use by a non-profit entity, such as labor to facilitate access and utilities during use.

LEGAL REVIEW:

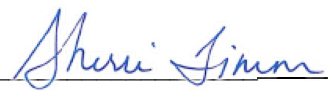
Not required

CONCLUSION:

A policy is needed to provide direction to staff to administer this activity, if it is desired by the Board.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Policy 7010, Non-Profit Activity on District Property

ADMINISTRATIVE HANDBOOK- 7000 SERIES- FACILITIES

Rosamond Community Services District

7010- Non-Profit Activity on District Property

POLICY TITLE: Non-Profit Activity on District Property
POLICY NUMBER: 7010

7010.1 Rosamond Community Services District property may not be used for personal gain. The use of Rosamond Community Services District property by non-profit organizations shall be subject to the following conditions:

- (1) Shall be designated a non-profit organization as defined in US Internal Revenue Code 501(c) or non-profit organization administering a shared utility.
- (2) Shall obtain approval from the Board of Directors in a Scheduled Meeting. The request to be placed on the Meeting Agenda shall be provided to the General Manager or designee in a timely manner.
- (3) Shall agree to the terms of use as issued by the General Manager or designee.
- (4) Provide proof of liability insurance in a form and with a company approved by the General Manager against property damage, bodily injury and personal & advertising injury with limits of no less than one million dollars (\$1,000,000.00) per occurrence. Such policy shall include the Rosamond Community Services District, its officers, officials and employees as additional named insureds.

ADOPTED ON 05/10/2023

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve First Amendment to Agreement and Work Order 2023-01 with NBS Government Finance Group for Water and Sewer Tax Roll Services

RECOMMENDATION:

Approve the First Amendment to the Agreement and the Work Order for Water and Sewer Tax Roll Services and authorize the President to sign.

BACKGROUND:

On July 9, 2019, the District entered into a Professional Services Agreement (PSA) with NBS Government Finance Group (NBS) for various financial services, primarily related to Lighting and Landscape District Assessments and tax levy services. Staff requested a proposal from NBS for similar services for the current year.

In the process of reviewing the agreements on file, it was discovered that the PSA had expired on July 9, 2022 and that an amendment to the agreement would be required if the District desired to retain services from NBS under the PSA. Staff prepared the proposed amendment, which will extend the PSA to July 9, 2025 and essentially take effect retroactively to July 9, 2022.

ANALYSIS:

The District relies upon services provided by NBS to expeditiously determine and process the documents and files necessary for submittal to Kern County for placement of levies on the tax roll.

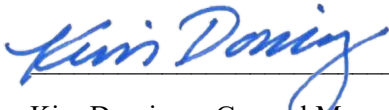
FISCAL REVIEW:

There are adequate funds in budget keys 01/02-65000 for this amendment and work order.


LEGAL REVIEW:

CONCLUSION:

In order to meet the deadlines to file the lighting and landscape district, water and sewer tax levies with the Kern County Assessor, the District requires the assistance of NBS. The amendment to the agreement and the work order are recommended.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Master Service Agreement
Work Order 2023-1

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL, FINANCIAL AND
ADMINISTRATIVE SERVICES**

This FIRST AMENDMENT TO AGREEMENT (this "FIRST AMENDMENT") is entered into on _____ ("Execution Date"), by and between the **ROSAMOND COMMUNITY SERVICES DISTRICT**, a California Community Services District organized under the laws of the State of California with its principal place of business at 3179 35th Street West, Rosamond, CA 93560 ("DISTRICT") and **NBS GOVERNMENT FINANCE GROUP**, a California corporation, dba NBS, with its principal place of business at 32605 Temecula Parkway, Suite 100; Temecula, CA 92592 ("CONSULTANT"). DISTRICT and CONSULTANT are at times herein referred to individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

- A. The PARTIES entered into a Professional Services Agreement, dated July 9, 2019 ("AGREEMENT"), under which CONSULTANT agreed to perform professional, financial, and administrative services on a Task Order basis, which expired on July 9, 2022.
- B. DISTRICT desires to continue to receive, and CONSULTANT desires continue to perform, professional financial and administrative services ("SERVICES").

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DISTRICT and CONSULTANT hereby agree as follows:

1. **Defined Terms.** Terms not defined in this FIRST AMENDMENT shall have the meaning defined in the Agreement.
2. **Amendment of Section 1.B.** Section 1.B of the AGREEMENT is amended to read as follows:

"Term. The term of this AGREEMENT shall be for five (5) years from the date of execution, expiring on July 9, 2025, unless earlier terminated as provided herein."

3. **Amendment of Section 2.C.** Section 2.C of the AGREEMENT is amended to read as follows:

"**District's Representative.** DISTRICT hereby designates its General Manager, or his or her designee, to act as its representative for the performance of this AGREEMENT ("DISTRICT'S REPRESENTATIVE"). DISTRICT'S REPRESENTATIVE shall have the authority to act on behalf of DISTRICT for all purposes under this AGREEMENT. CONSULTANT shall not accept direction or orders from any person other than DISTRICT'S REPRESENTATIVE or his or her designee."

4. **Ratification of Agreement.** Except as amended in this FIRST AMENDMENT, all terms, covenants and conditions of the AGREEMENT shall remain in full force and effect.

5. **Authority to Execute.** Each person executing this FIRST AMENDMENT on behalf of CONSULTANT represents and warrants that he or she is duly authorized to execute and deliver this FIRST AMENDMENT on behalf of CONSULTANT and that this FIRST AMENDMENT is binding on CONSULTANT in accordance with its terms.

The PARTIES have executed this FIRST AMENDMENT on the Execution Date.

CONSULTANT:

By: 

Michael Rentner
President & CEO
NBS Government Finance Group

DISTRICT:

By: _____

Byron Glennan
President, Board of Directors
Rosamond Community Services District

**WORK ORDER 2023-01
WATER AND SEWER CHARGE
TAX ROLL BILLING**

This WORK ORDER is made pursuant to that certain Professional Services Agreement ("AGREEMENT") entered into by and between **ROSAMOND COMMUNITY SERVICES DISTRICT**, a California Community Services District, organized under the laws of the State of California, ("DISTRICT") and **NBS GOVERNMENT FINANCE GROUP**, a California corporation, dba NBS, ("CONSULTANT") dated as of July 9, 2019. This WORK ORDER is governed by and subject to each and every provision of the AGREEMENT and must be mutually executed before any work or services are commenced in connection hereto.


The compensation and scope of work for this WORK ORDER is set forth in EXHIBIT A.

This WORK ORDER may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same document. A facsimile or emailed signature shall be deemed an original signature.

IN WITNESS WHEREOF, authorized representatives of both DISTRICT and CONSULTANT have executed this WORK ORDER as of the last date set forth below.

DATED: 4/26/23

CONSULTANT

By: 

Michael Rentner
President & CEO
NBS Government Finance Group

DATED: _____

DISTRICT

By: _____
Kim Domingo
General Manager
Rosamond Community Services District



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

April 14, 2023

Sherrri Timm
Director of Administration
Rosamond Community Services District
3179 35th Street West
Rosamond, CA 93560

Subject: Agreement to Provide Sewer and Water Billing Services

Dear Ms. Timm,

NBS would like to thank you for the opportunity to provide Tax Roll Billing Services to Rosamond Community Services District ("District") as referenced above. We look forward to continuing our professional relationship.

Please review and upon signing, email one copy to contracts@nbsgov.com.

Scope of Services

Sewer Charge Tax Roll Billing and Calculation

KICK-OFF MEETING - MEET WITH DISTRICT STAFF TO DISCUSS:

- Tax roll billing steps and appropriate timeline
- Method of application of the Sewer Charge and the data required to establish the proper procedure for levying
- Process for any appeals or disputes

DATA COLLECTION

Gather and review data pertinent to the calculation and billing of the Sewer Charge. Data will be obtained from various sources such as the District's utility database, Assessor's parcel maps and County Assessor information as determined to be necessary based on the requirements of the formula.

QUALITY CONTROL

Perform cross-reference tests looking at the various data sources, land use codes, and other pertinent information to improve accuracy of application of the charges.

DATABASE MAINTENANCE

Maintain and periodically update a database for all parcels and relevant parcel information within the service area.

LEVY CALCULATION

Calculate the annual levy for each parcel within the District following the guidelines established in the formula.

LEVY SUBMITTAL

Submit the levy to the County Auditor Controller in the required electronic format. Levies rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the District.

REPORTING

Provide an annual Levy Report. The report will include a parcel listing with levy amounts. Parcel and levy data can be provided electronically if desired.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the District, other interested parties and all property owners. Our staff will be available to answer questions regarding the Sewer Charge. Bilingual staff is available for Spanish-speaking property owners.

Water Charge Tax Roll Billing and Calculation

KICK-OFF MEETING - MEET WITH DISTRICT STAFF TO DISCUSS:

- Tax roll billing steps and appropriate timeline
- Method of application of the Water Charge and the data required to establish the proper procedure for levying
- Process for any appeals or disputes

DATA COLLECTION

Gather and review data pertinent to the calculation and billing of the Water Charge. Data will be obtained from various sources such as the District's utility database, Assessor's parcel maps and County Assessor information as determined to be necessary based on the requirements of the formula.

QUALITY CONTROL

Perform cross-reference tests looking at the various data sources, land use codes, and other pertinent information to improve accuracy of application of the charges.

DATABASE MAINTENANCE

Maintain and periodically update a database for all parcels and relevant parcel information within the service area.

LEVY CALCULATION

Calculate the annual levy for each parcel within the District following the guidelines established in the formula.

LEVY SUBMITTAL

Submit the levy to the County Auditor Controller in the required electronic format. Levies rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the District.

REPORTING

Provide an annual Levy Report. The report will include a parcel listing with levy amounts. Parcel and levy data can be provided electronically if desired.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the District, other interested parties and all property owners. Our staff will be available to answer questions regarding the Water Charge. Bilingual staff is available for Spanish-speaking property owners.

Fees

Sewer Charge (Base Fee) Tax Roll Billing and Calculation

Consulting Fee	\$7,500
Estimated Expenses (1).....	\$750
Total Not to Exceed	\$8,250
<i>(1) See description of expenses below</i>	

Water Charge (Base Fee) Tax Roll Billing and Calculation

Consulting Fee	\$5,500
Estimated Expenses (1).....	\$750
Total Not to Exceed	\$6,250
<i>(1) See description of expenses below</i>	

ANNUAL FEE INCREASES

Cost of living increases may be applied to the Administration services listed above on October 1 each year, beginning with the invoices issued on October 1, 2024. The COLA would be the actual cost of living increase based on the 12-month change from May to May in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the applicable region for the District’s location.

EXPENSES

Customary out-of-pocket expenses will be billed to the District at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the District but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$250
Associate Director / Engineer	\$225
Senior Consultant / Manager	\$200
Consultant	\$175
Financial Analyst	\$150
Clerical / Support	\$110

TERMS

Consulting services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel this contract with 30 days written notice.

DISTRICT'S RESPONSIBILITIES

The District shall furnish NBS with any pertinent information that is available to District and applicable to the Services. The District shall designate a person to act with authority on its behalf in respect to the Services. The District shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. District understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by District or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to District or any third party if such Information is not correct.

INDEMNIFICATION

NBS shall defend, indemnify and hold harmless District, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of District. NBS will not be liable to the District or anyone who may claim any right due to a relationship with District, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, District shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of District or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
DBA NBS**

Rosamond Community Services District



Michael Rentner

Name

President and CEO

April 14, 2023

Title

Date

Title

Date

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Adoption of Amendment to Employee Handbook - Compensation Policy, Exempt Employees not Under an Employment Agreement

RECOMMENDATION:

Consider adoption of the policy providing exempt employees not under an employment agreement the same percentage wage increases granted to represented employees and vice versa and provide direction.

BACKGROUND:

On April 24, the Policy Committee met to discuss a proposed policy change that would provide compensation increases to exempt employees not under an employment agreement. The Compensation and Classification study that resulted in a Side Letter Agreement with the AFSCME providing a 4% increase retroactive to July 1, 2022 and a 2% increase on July 1, 2023, does not include a similar increase for exempt employees. Historically, not providing the same increases to both employee classifications has led to wage compaction issues as well as a sense of inequality between the employee classes.

The Policy Committee received input from the previous General Manager and a former Director who indicated it was the Board's intention to create a "Me Too" policy as it relates to compensation increase for exempt and non-exempt employees. The adoption of the policy would mitigate wage compaction and equality issues.

While it may have been the Board's intention in the past, the requisite policy was not adopted. Therefore, it is your Board's discretion whether to adopt this policy retroactive to the adoption of the Side Letter Agreement.

ANALYSIS:

Adoption of the policy will help avoid wage compaction and inequality issues.

FISCAL REVIEW:

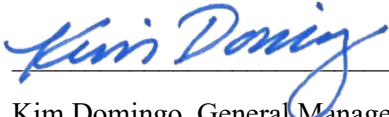
The current budget does not account for the salary increase. Staff will need to make adjustments to accommodate the increase and may request further action from the Board if adequate funds are not currently available.

LEGAL REVIEW:

Not required.

CONCLUSION:

Your General Manager recommends adoption of the policy which will set a tone of equality for future labor negotiations.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Proposed amended Page 35 of the Employee Handbook

(9) Example of Performance Pay Award:

- Employee is in their 4th Step and is being considered for Performance Pay. **(See Example “A” up to 2.5%)**

In **Example “A”** the employee is eligible for a Step Increase. Therefore, if they score high enough and become eligible for Performance Pay, the increase can only be up to 2.5% and is calculated by multiplying the total amount possible by the Overall Performance Score.

If the employee has “Maxed Out” they then would qualify for up to 5% of their base pay times Overall Performance Score.

EXAMPLE:

Salary Schedule Step 3 for Public Works Crew Leader is \$58,462 the next Step is \$61,386 a difference of \$2,924; this represents a 5% increase between Steps.

If this employee were eligible for the full 5% then it would calculate to be: \$2,924 x the Overall Performance Score (81.7%) which would equal \$2,389 Performance Pay.

$$(2,924 \times 81.7\% = \$2,389)$$

If they qualified for the 2.5% that would equal \$1,462 and in the example with Overall Performance Score at 81.7% they would receive \$1,194 Performance Pay.

$$(\$1,462 \times 81.7 = \$1,194)$$

Cost of Living Adjustment

Effective the first day of the first pay period after July 1, 2022, Employees will receive a 6% COLA.

Effective the first day of the first pay period after July 1, 2023 and July 1, 2024, an across-the-board increase equal to the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Long Beach-Anaheim, May–May, to a maximum of 4%. The salary percentage increase resulting from applying the CPI shall be rounded to the nearest tenth, using normal rounding procedures (Example: If the CPI is 2.25% then the salary increase is 2.3%). If the CPI is negative, the associated cost of living adjustment will be 0%.

Compensation – Exempt Employees not Under an Employment Agreement

In order to address potential wage compaction issues and to treat all employee classifications equally, the Board of Directors has determined that percent-based wage increases granted to represented employees will also be granted to exempt employees not under an employment agreement. In the event that the Board of Directors grants a percent-based wage increase to exempt staff not under an employment agreement independent of the represented employees, the represented employees will also be granted the same percent-based increase. This policy is effective retroactively to July 1, 2022, when a Compensation & Classification Study resulted in a Side Letter Agreement executed on December 13, 2022 providing a 4% increase to represented employees, retroactive to July 1, 2022.

STAFF REPORT

Rosamond Community Services District

DATE: May 10, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Fourth Amendment to Employment Agreement with Steve Perez

RECOMMENDATION:

Consider approval of the Fourth Amendment to the Employment Agreement with Steve Perez.

BACKGROUND:

On April 24, the Policy Committee met to discuss a proposed policy change that would provide compensation increases to exempt employees not under an employment agreement. The Compensation and Classification study that resulted in a Side Letter Agreement with the AFSCME providing a 4% increase retroactive to July 1, 2022 and a 2% increase on July 1, 2023, does not include a similar increase for exempt employees. Historically, not providing the same increases to both employee classifications has led to wage compaction issues as well as a sense of inequality between the employee classes.

The Policy Committee received input from the previous General Manager and a former Director who indicated it was the Board's intention to create a "Me Too" policy as it relates to compensation increase for exempt and non-exempt employees. The adoption of the policy would mitigate wage compaction and equality issues.

This amendment to the former General Manager's Employment Agreement will compensate him proportionately with the non-exempt employees.

ANALYSIS:

Adoption of the policy will fulfill an understanding between the District and former General Manager.

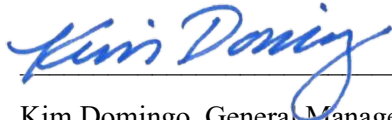
FISCAL REVIEW:

The current budget does not account for the salary increase. Staff will need to adjust the budget to accommodate the increase and may request further action from the Board if required by fiscal policy.

LEGAL REVIEW:

CONCLUSION:

This action is under the Board's discretion.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Fourth Amendment to Employment Agreement with Steve Perez

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of _____ by and between ROSAMOND COMMUNITY SERVICES DISTRICT, a government entity formed under Section 61000 of the California Government Code (“District”) and STEVE A. PEREZ, an individual (“Employee”)

RECITALS

- A. The District and Employee entered into an Employment Agreement (“Agreement”) effective June 12, 2019 under which the Employee agreed to serve as General Manager of the District. The Agreement was previously amended on or about September 9, 2020, May 11, 2022 and July 27, 2022. The Employee’s employment by the District, including his compensation, is governed by the Agreement and the District Board of Directors (“Board”).
- B. On December 13, 2022, the Board approved a Side Letter Agreement with the American Federation of State, County and Municipal Employees Local 1902 related to a Compensation and Class Study which provided for a four percent (4%) increase to represented employees, retroactive to July 1, 2022.
- C. The Board desires to apply the same increase to all remaining Exempt staff employed at that time, which includes Employee.

THEREFORE, the District and the Employee agree as follows:

AGREEMENT

1. **Compensation**

For the period starting July 1, 2022, Employee’s salary is increased by four percent (4%).

2. **Scope of Amendment**

Except as expressly modified by this Fourth Amendment, the Agreement will remain in full force and effect.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the District and the Employee have executed this Agreement,
as of the date and year first above written.

ROSAMOND COMMUNITY SERVICES
DISTRICT

By: _____
Byron Glennon, President

Steve A. Perez _____

ATTEST:

Ben Stewart, Vice President

STAFF REPORT

Rosamond Community Services District

Date: May 10, 2023

To: The Board of Directors

From: Sherri Timm, Director of Administration

Subject: FY 2023/24 Annual Proceedings for LLAD No. 2 (Resolution of Initiation No. 2023-3 and Resolution of Intention No. 2023-4

I. BACKGROUND:

LLAD No. 2 (“the District”) was formed pursuant to the Landscaping and Lighting Act of 1972. The District is divided among 51 zones with assessments involving 3,953 parcels. Revenues from the assessments are utilized for ongoing operation, maintenance, and servicing of street lighting improvements.

Every year, the maximum assessment rate is increased by the Consumer Price Index, but the actual assessment levies are based on the actual costs incurred to maintain the street lighting improvements of the District up to the maximum assessment rate.

II. DISCUSSION:

The Resolution of Initiation sets the assessment procedure in action for the FY 2023/24 tax roll. The Resolution of Intention will preliminarily approve the Engineer’s Report and set a time and place for the Public Hearing.

After public input on the date of the Public Hearing, the Board of Directors may then adopt a resolution confirming the assessments and ordering the levy of assessments in the District.

The attached resolutions are required by California Streets and Highways Code, Section 22622.

III. FISCAL IMPACT:

No cost is attributed by this action. There is no budgetary impact, unless the attached resolutions and the following resolutions from the public hearing are not passed. This would impair the ability of the CSD to collect the assessments needed to pay the District expenses and the General Fund would be used to fund the District expenses.

IV. RECOMMENDATION:

Staff recommends that the Board of Directors, by motion, approve and adopt the following resolutions related to the maintenance of public improvements in the District for the FY 2023/24 tax roll.



Sherri Timm, Director of Administration

Kim Domingo, General Manager

ATTACHMENTS:

Resolution No. 2023-3 and Resolution No. 2023-4

RESOLUTION NO. 2023-3

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROSAMOND COMMUNITY SERVICES DISTRICT,
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR
THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2
FOR FISCAL YEAR 2023/24**

The Board of Directors of the Rosamond Community Services District (the "Board of Directors") does resolve as follows:

WHEREAS, the Board of Directors previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and lighting Assessment District No. 2 (the "Assessment District"); and

WHEREAS, the Board of Directors has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Engineer's Report.

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

- 1. Engineer's Report:** The Board of Directors hereby orders NBS to prepare and file with the Secretary of the Board of Directors the Engineer's Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2023 and ending June 30, 2024.
- 2. New Improvements or Changes to Existing Improvements:** There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

ADOPTED this 10th day of May, 2023

Byron Glennan, President
Board of Directors
Rosamond Community Services District

ATTEST:

Sherri Timm, Secretary of the Rosamond Community
Services District and the Board of Directors

CERTIFICATION

I, Sherri Timm, Secretary of the Board of Directors of Rosamond Community Services District, certify that the foregoing resolution was adopted by the Board of Directors at a regular meeting held on the 10th day of May, 2023, by the following vote of the Directors:

AYES: Director(s)

NOES: Director(s)

ABSENT: Director(s)

ABSTAIN: Director(s)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Rosamond Community Services District, this _____ day of _____, 2023.

Sherri Timm, Secretary of the Rosamond Community
Services District and the Board of Directors

RESOLUTION NO. 2023-4

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROSAMOND COMMUNITY SERVICES DISTRICT,
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR
THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2
FOR FISCAL YEAR 2023/24**

The Board of Directors of the Rosamond Community Services District (the "Board of Directors") does resolve as follows:

WHEREAS, the Board of Directors previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and lighting Assessment District No. 2 (the "Assessment District"); and

WHEREAS, the Board of Directors has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Engineer's Report (the "Report"); and

WHEREAS, NBS has filed with the Secretary of the Board of Directors the Report concerning the cost of maintaining the improvements in such Assessment District for Fiscal Year 2023/24; and

WHEREAS, the Board of Directors has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the Assessment District, each and all of the budget items and documents as set forth therein, and is satisfied that the levy amounts, on a preliminary basis, have been assessed in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the Assessment District, as set forth in said Report.

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

1. **Intention:** The Board of Directors hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2023 and ending June 30, 2024. The Board of Directors finds that the public's best interest requires such action.
2. **Improvements:** The improvements within the Assessment District include, but are not limited to: the ongoing operation, maintenance, and servicing of street lighting improvements. Services provided include the supplying of electrical energy, replacing lamps and glassware, and providing maintenance to lighting fixtures and poles constructed.
3. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagrams filed in the office of the Secretary of the Board of Directors, which maps are made a part hereof by reference.
4. **Engineer's Report:** The Report, as presented, is hereby approved on a preliminary basis and ordered to be filed in the office of the Secretary of the Board of Directors as a permanent record and to remain open to public inspection. Reference is made to the Engineer's Report prepared by NBS, on file with the Secretary of the Board of Directors, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. **Notice of Public Hearing:** The Board of Directors hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Board of Directors. The Public

Hearing will be held on **Wednesday, May 24, 2023 at 6:00 pm** or as soon thereafter as is feasible in the meeting place of the Board of Directors located at 3179 35th Street West, Rosamond, CA. The public may participate via Teleconference: Dial In: (877) 411-9748, Access Code: 5150560. The Board of Directors further orders the Secretary of the Board of Directors to publish notice of this resolution in accordance with Section 22626 of the Act.

- 6. Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

ADOPTED this 10th day of May, 2023

Byron Glennan, President
Board of Directors
Rosamond Community Services District

ATTEST:

Sherri Timm, Secretary of the Rosamond Community
Services District and the Board of Directors

CERTIFICATION

I, Sherri Timm, Secretary of the Board of Directors of Rosamond Community Services District, certify that the foregoing resolution was adopted by the Board of Directors at a regular meeting held on the 10th day of May, 2023, by the following vote of the Directors:

AYES: Director(s)

NOES: Director(s)

ABSENT: Director(s)

ABSTAIN: Director(s)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Rosamond Community Services District, this _____ day of _____, 2023.

Sherri Timm, Secretary of the Rosamond Community
Services District and the Board of Directors