

Rosamond Community Services District
Regular Board Meeting – Agenda
Wednesday, June 12, 2024 @ 6:00 PM

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

6:00 PM Regular Board Meeting
Wednesday, June 12, 2024
District Board Room
3179 35th Street West
Rosamond, CA 93560

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

Agenda

CALL TO ORDER Time: _____

ROLL CALL

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

General Manager (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

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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 May 14, 2024 Through June 3, 2024|
Payroll (Direct Deposit) dated May 22, 2024.

Motion: _____ 2nd: _____

MINUTES

- M 1. Approve April 24, 2024 Regular Board Meeting Minutes.
- M2. Approve May 13, 2024 Government/Community Relations Committee Meeting Minutes.
- M3. Approve May 13, 2024 Finance Committee Meeting Minutes.
- M4. Approve May 16, 2024 Budget Workshop Meeting Minutes.
- M5. Approve May 22, 2024 Regular Board Meeting Minutes.

Motion: _____ 2nd: _____

PUBLIC HEARING

PH 1. Confirming The Assessment and Ordering the Levy for the Landscape and Lighting Assessment District No.2 For Fiscal Year 2023/24.
(General Manager Kim Domingo and Darrylanne Zarate, Manager, NBS presenting)

- A. Public Hearing regarding the adoption of **Resolution No. 2024-7**
 - 1) Opening of public hearing. Time: _____
 - 2) Brief presentation from District Staff.
 - 3) Receipt of public testimony.
 - 4) Closing of the public hearing. Time: _____
- B. Adopt **Resolution No. 2024-7**, confirming the assessment and ordering the levy for the Landscape and Lighting Assessment District No.2 for Fiscal Year 2023/24.

Motion: _____ 2nd: _____

New Business

NB 1. Identify Apparent Low, Responsive and Responsible Bid and Approve Agreement with Lyles Utility Contractors, for Trakel Tract Water Services Replacement Project. (Kim Domingo, presenter)

Motion: _____ 2nd: _____

NB 2. Approve Agreements with Chiquita Canyon, LLC, for the Development of the WWTP Ponds to Receive Leachate (Kim Domingo, presenter)

Motion: _____ 2nd: _____

NB 3. Approve Resolution 2024-6 Amending the Administrative Handbook Adopting Amended Water Reclamation Operator I Job Description. (Sherri Timm, presenter)

Motion: _____ 2nd: _____

NB 4. Approve Task Order No. 2024-1 (QK) for QK for Miscellaneous Survey and Easement Work for the Arsenic Consolidation Project. (Kim Domingo, presenter)

Motion: _____ 2nd: _____

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.

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REGULAR MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

5:30 PM Closed Session
6:00 PM Regular Board Meeting
Wednesday, April 24, 2024
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 5:30 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

General Manager (GM) Kim Domingo	Present
Director of Public Works John Houghton	(arrived at 5:55 PM)
Director of Administration Sherri Timm	Present
Legal Counsel, John Komar, Esq.	Present via teleconference

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

GM Domingo requested to add NB 3 to the agenda due to a circumstance that could not have been reasonably foreseen by the board that require immediate attention and action by the board, and that of necessity, made it impractical to provide notice.

A motion to accept the agenda with the change to add NB 3 was made by Director Washington and seconded by VP Stewart.

Motion passed 5/0, all ayes.

PUBLIC COMMENTS

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Byron Glennan made comments as a member of the public.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

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

None.

CLOSED SESSION

A motion to go into closed session at 5:35 PM was made by VP Stewart and seconded by Director Wallis.

Motion passed 5/0 , all ayes.

CS 1. CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation (Govt. Code, § 54956.9(d)(2)(3)).

CS 2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Representative: Kim Domingo

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

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

A motion to come out of closed session at 5:58 was made by VP Stewart and seconded by Director Washington.

Motion passed 5/0 , all ayes.

No reportable action.

6:00 P.M. OPEN SESSION

Open session began at 6:00 PM.

PUBLIC COMMENTS

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Lester Fuzell, representing the American Red Cross, Kern County Eastern Sierra Chapter, spoke on the presence of the Red Cross in eastern Kern County and the importance of communicating the services that are provided in our community. The Red Cross provides relief to victims of disaster and helps people prevent and prepare for and respond to emergencies. One of the most common services provided is helping people cope with the immediate aftermath of residential fires.

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)

Amanda Garcia reporting for the Rosamond News.

CONSENT CALENDAR

CC 1. Review and approve the check/voucher register dated April 2, 2024 through April 15, 2024 | Payroll (Direct Deposit) dated April 10, 2024. | Payroll (Check) dated April 10, 2024.

CC 2. Discuss and Receive Cash Balances – January 2024 report.

CC 3. Discuss and Receive Cash Balances – February 2024 report.

CC 4. Discuss and Receive Cash Balances – March 2024 report.

CC 5. Discuss and Receive 3rd Quarter Treasurer’s Report

CC 6. Discuss and Receive Reserve Balances – March 2024 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

M1. Approve April 10, 2024 Regular Board Meeting Minutes.

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

Motion passed 5/0, all ayes.

P1. Pure Water Project, presented by Scott Rogers, Engineering Manager, Palmdale Water District.

Pure Water AV focuses on purifying recycled water to the highest quality before injecting back into the ground water. Mr. Rogers explained how the process works, costs involved and the timeline of the project.

NEW BUSINESS

NB 1. Approval of Sewer System Management Plan (GM Kim Domingo, presenter, with Presentation by Jim Fischer, Fischer Compliance.)

Mr. Fischer presented an overview of the District's updated Sewer System Management Plan (SSMP).

The District is mandated by the State Water Resources Control Board to have periodic updates to its SSMP and it is one year ahead of the state law requiring a SSMP update by September 2025.

A motion to approve the updated Sewer System Management Plan was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

NB 2. Approval of Antelope Valley Regional Water Management Group, Integrated Regional Water Management Plan, Memorandum of Understanding.
(GM Kim Domingo, presenter)

A motion to approve the Antelope Valley Regional Water Management Group, Integrated Regional Water Management plan Memorandum of Understanding, subject to final review by District Counsel was made by Director Webb and seconded by Director Wallis.

Motion passed, 5/0 all ayes.

NB 3. Request Cancellation of the May 8, 2024 Regular Board Meeting Due to Lack of Quorum.

A motion to cancel the May 8th, 2024 regular board meeting due to lack of a quorum was made by VP Stewart and seconded by Director Wallis.

Motion passed 5/0, all ayes.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Washington recognized the District staff for Administrative Assistant’s Day.
VP Stewart asked that members of the Rosamond Municipal Advisory Council be invited to the upcoming tour of the wastewater plant.

President Glennan expressed appreciation for the immense work accomplished by the RCSD staff and encouraged the board to be sensitive to the RCSD staff’s requests for consultant assistance.

GENERAL COUNSEL UPDATE

John Komar, Esq - No report.

GENERAL MANAGER UPDATE

Kim Domingo – no report

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported a total of 126 Shutoff notices were mailed on April 11th and 84 door hangers were delivered on April 18th.

The District continues to receive calls from the community regarding the road construction issues and the swimming pool schedule and jobs available.

Z Axis is placing reminders in our monthly newsletter to reach out to the county for information regarding these items.

PUBLIC WORKS UPDATE

John Houghton – reviewed the current Field Operations Report.

ADJOURNMENT

A motion to adjourn the meeting at 7:18PM was made by Director Wallis and seconded by VP Stewart.

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.

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Respectfully submitted:

RCSD Board of Directors

RCSD Board Secretary

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

1:00 PM Government/Community Relations Committee Meeting
Monday May 13, 2024
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 Wallis at 1:00 PM.

ROLL CALL

Director Al Wallis Present
Director Rick Webb Present

General Manager Kim Domingo Present
Dir. of Admin/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. EV Charging Station on District Property. (Kim Domingo, Presenter)

GM Domingo explained grant funding for EV charging stations is no longer available. It needs to be determined if the Board is interested in pursuing this option based upon the input and direction of this committee.

Director Webb asked if grant funding was available for compressed natural gas (CNG) and directed GM Domingo to see if this is feasible option and if any grants are available. GM Domingo will investigate and report back to the committee in one month.

DI 2. Risk Assessment. (Kim Domingo, Presenter)

The District’s Emergency Management Plan (EMP) was last updated on 03-13-13 and needs to be reviewed and updated again. It was designed and prepared to serve the District in the first hours and days after a major disaster. The plan will ensure compliance with the concept of the Standard Emergency Management System (SEMS) put together by the State of California (Rosamond Community Response Plan) and drafted by the Kern County Office of Emergency Services (OES). The District will also need to go through Incident Command System (ICS) training. The plan drafted by the County OES should inform our plan and will need to be integrated into the District’s plan and training. The EMP should be a living document. Updates to the plan every 5 years is desirable. Staff will review the existing EMP and report back to this committee in one month on next steps needed.

ADJOURNMENT

A motion to adjourn the meeting at 1:38 PM was made by Director Wallis and seconded By Director Webb.

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Respectfully submitted:

RCSD Board of Directors

RCSD Board Secretary

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

2:00 PM Finance Committee Meeting
Monday May 13, 2024
District Conference Room
3179 35th Street West
Rosamond, CA 93560

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

Minutes

CALL TO ORDER

ROLL CALL

President Byron Glennan	Absent
Director Rick Webb	Present
Director Alfred Wallis	Present

General Manager (GM) Kim Domingo	Present
Board Secretary/Director of Administration Sherri Timm	Present
Finance Consultants Eide Bailly Partner Brad Rockabrand and Senior Associate Sadye Greenwalt	Present

PUBLIC COMMENTS

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None

DISCUSSION

D 1. Review of Preliminary FY 2024-2025 Budget. (Brad Rockabrand and Sadye Greenwalt Eide Bailly Finance Consultants, presenting).

The Eide Bailly finance consultants provided an overview of the preliminary FY 2024-25 budget and explained the budget was developed using strong discussions with District staff and detailed quotes from proposed and/or current vendors in addition to a trend analysis from the prior 3 years to estimate projected expenses.

The Capital Projects budget is anticipated to be fully funded through a combination of the “Pay as You Go” strategy and using accumulated reserves for the purpose for which they were set aside.

Questions from the committee were answered and no updates to the preliminary budget were requested.

Attachments: Preliminary FY 2024-2025 Operating and CIP Budgets.

ADJOURNMENT Time: 2:29 PM

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: 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.

FY 2024-25 BUDGET WORKSHOP MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

5:00 PM FY 2024-25 Budget Workshop Board Meeting
Thursday May 16, 2024
District Board Room
3179 35th Street West
Rosamond, CA 93560
Teleconference:
1-877-411-9748
Access Code: 5150560

Or Via Zoom:

Join Zoom Meeting

<https://us06web.zoom.us/j/2115182703?pwd=KZxEppmihtC4Y4KI7moL4WVArRkSAb.1&omn=86151874460>

Meeting ID: 211 518 2703

Passcode: budget2425

Minutes

CALL TO ORDER

The meeting was called to order at 5:00 PM by President Glennan.

ROLL CALL

Director Greg Washington	Present
Director Alfred Wallis	Present
Director Rick Webb	(Arrived at 5:15 PM)
Vice President Ben Stewart	Present
President Byron Glennan	Present

General Manager (GM) Kim Domingo	Present
Director of Administration/Board secretary Sherri Timm	Present

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Director Wallis and seconded by VP Stewart. Motion passed 4 ayes. Director Webb not present.

PUBLIC COMMENTS

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None.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

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

None.

DISCUSSION

D1. FY 2024-25 Budget Workshop (Finance Consultant Brad Rockabrand and Sadye Greenwalt presenters)

The preliminary FY 2024-25 budget was presented for board consideration and is scheduled to be adopted in the May 22, 2024 regular board meeting. This preliminary budget was developed using detailed data from proposed and/or current vendors in addition to a trend analysis from the prior 3 years in addition to substantial input from the Public Works and Administration Departments to estimate the projected expenses. The Capital Projects budget is anticipated to be fully funded through a combination of the ‘Pay as You Go’ strategy and accumulated reserves.

Questions from the committee were answered and no updates to the preliminary budget were requested.

ADJOURNMENT

A motion to adjourn the meeting at 5:54 PM was made by VP Stewart and seconded by Director Webb.
Motion passed 5/0, all ayes.

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Respectfully submitted:

RCSD Board of Directors

RCSD Board Secretary

REGULAR MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

5:30PM Closed Session
6:00 PM Regular Board Meeting
Wednesday, May 22, 2024
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 5:30 PM by President Glennan

ROLL CALL

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

General Manager (GM) Kim Domingo	Present
Director of Public Works John Houghton	(arrived at 5:55 PM)
Director of Administration Sherri Timm	Present
Legal Counsel, John Komar, Esq.	Present via teleconference

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Director Webb and seconded by VP Stewart.
Motion passed, 5/0, all ayes.

PUBLIC COMMENTS

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None.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

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

None.

CLOSED SESSION

A motion to go into Closed Session at 5:32 PM was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0, all ayes.

**CS 1. CONFERENCE WITH LEGAL COUNSEL-
Anticipated Litigation (Govt. Code, § 54956.9(d)(2)(3)).**

**CS 2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Govt. Code, § 54956.8.)
Description of Property: Easements for water pipeline
Agency Negotiator: Kim Domingo
Negotiation Parties: RCSD and property owners
Under Negotiation: Price and terms**

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

A motion to come out of Closed Session at 5:59 PM was made by Director Webb and seconded by Director Wallis.

Motion passed 5/0, all ayes.

No reportable action.

6:00 P.M. OPEN SESSION

PUBLIC COMMENTS

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None.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

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

Amanda Ortiz-Rosamond News.

CONSENT CALENDAR

CC 1 Review of the check/voucher register dated April 16, 2024 through April 29, 2024 | Payroll (Direct Deposit) dated April 24, 2024 | Payroll (Check) dated April 24, 2024

CC 2 Review of the check/voucher register dated April 30, 2024 through May 13, 2024 | Payroll (Direct Deposit) dated May 8, 2024 | Payroll (Checks) dated May 8, 2024

CC 3 By motion, discuss and receive Cash Balances April 2024 report

A motion to accept CC1, CC2 and CC3 was made by Director Webb and seconded by Director Wallis.

Motion passed 5/0, all ayes.

PUBLIC HEARING

PH 1. Annual Budget Adoption (Presenter District Finance Consultants

Dr. Brad Rockabrand and Sadye Greenwalt.)

A. Public Hearing regarding the adoption of **Resolution No. 2024-1.**

1) Opening of public hearing at 6:01 PM.

- 2) Brief presentation from District Staff and Finance Consultants Brad Rockabrand and Sadye Greenwalt.

There was no new information included in the presentation from what was in the public workshop held the previous week. The proposed budget is balanced. This is the fourth year of the five-year 2020 rate study, and the District is operating well within the projections of that study. GM Domingo reviewed highlights of the CIP budget which addresses current and future needs over the next five years.

- 3) Receipt of public testimony.

There were no public comments.

- 4) Closing of the public hearing at 6:15 PM

- B. Adopt Resolution No. 2024-1, adopting the Annual Budget for the Fiscal Year Ending June 30, 2025.**

A motion to adopt Resolution No. 2024-1, adopting the annual budget for the fiscal years ending June 30, 2025, was made by VP Stewart and seconded by Director Wallis.
Motion passed 5/0, all ayes.

New Business

NB 1. Identify Apparent Low, Responsive and Responsible Bid and Approve Agreement with Bowman Asphalt, Inc., for Rosamond Boulevard Utility Covers Adjustment Project. (Presenter Kim Domingo)

A motion to identify Bowman Asphalt Inc. as the low bid, approve the agreement with the same for the Rosamond Boulevard utility covers adjustment project and authorize the president to execute the agreement was made by Director Washington and seconded by Director Wallis.

Motion passed 5/0, all ayes.

NB 2. Approval of Resolution No. 2024-2, Adopting Initiating Proceedings for the Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 2 for Fiscal Year 2024-2025. (Presenter GM Kim Domingo)

A motion to approve resolution No. 2024-2, adopting Initiation Proceedings for the levy and collection of assessments for the Landscape and Lighting Assessment District No. 2 for year 2024-25 was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

NB 3. Approval of Resolution 2024-3, Adopting Declaring Rosamond Community Services District’s Intention to Levy and Collect Assessments for the Landscaping and Lighting Assessment District No.2 for Fiscal Year 2024-2025. (Presenter GM Kim Domingo)

A motion to approve resolution 2024-3, adopting declaring Rosamond Community Services District’s intention to levy and collect assessments for the Landscape and Lighting Assessment District No. 2 for fiscal year 2024-25 was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

NB 4. Adopt Resolution No. 2024-4, to Provide for the Collection of Water and Sewer Service Base Fees Through the Tax roll of Kern County. (Presenter Director of Administration Sherri Timm)

A motion to adopt Resolution No. 2024-4 to provide for the collection of water and sewer base fees through the tax roll of Kern County was made by Director Wallis and seconded by VP Stewart.

Motion passed 5/0, all ayes.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Washington - attended the annual Association of California Water Agencies Conference. President Glennan represented RCSD as well. California Governor Newsom made a presentation at the conference on the build.cal.gov website and efforts to continue progress on the delta water conveyance project. The EPA is warning water agencies of increased cyber-attacks.

VP Stewart – expressed appreciation to the RCSD public works crew in honor of National Public Works Week and their contributions to the Rosamond community.

Director Webb – encouraged the public to look at fire-scaping to safeguard their homes, including clearing brush away from their homes.

President Glennan – congratulated the graduating seniors of Rosamond High School. There will be a public tour of the RCSD Water Reclamation Plant on Thursday May 23rd.

GENERAL COUNSEL UPDATE

John Komar, Esq – no report.

GENERAL MANAGER UPDATE

Kim Domingo reported there is currently no entity providing mosquito abatement in Rosamond. This service was previously being performed by the Antelope Valley

Mosquito and Vector Control and was contracted through Kern County. Kern County has asked RCSD if we are interested in performing this function. Mr. Domingo plans to work with staff to develop a recommendation for the board for a future meeting. Staff is still negotiating agreement with Chiquita Canyon. Automatic Electronic Defibrillators have been purchased and installed in four locations at the RCSD facility. Mr. Domingo will be on vacation May 30th through June 4th.

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported 122 shutoff notices were mailed on May 9th and 82 door hangers\ were delivered on May 15th. 744 accounts were charge late fees on May 21st totaling \$4278.87. There was one outstanding accounts receivable in the amount of \$315.42 written off as uncollectable. The Red Cross Blood Drive is on June 6th from 12:00 to 6:00 PM.

PUBLIC WORKS UPDATE

John Houghton presented the Operations Field report, but the written report had not been included in the agenda packet. The report from the May 9 to May 22 time frame will be included in the next agenda packet.

ADJOURNMENT

A motion was made to adjourn the meeting at 6:51PM by Director Webb and seconded by VP Stewart.

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.

STAFF REPORT

Rosamond Community Services District

Date: June 12, 2024

To: Board of Directors

From: Kim Domingo, General Manager

Subject: FY 2024/25 Annual Proceedings for LLAD No. 2 Resolution 2024-7 Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Assessment.

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 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 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.

III. FISCAL IMPACT:

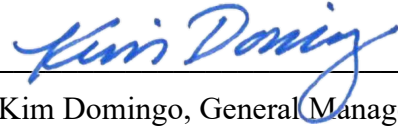
No cost is attributed by this action. There is no budgetary impact, unless the attached resolutions and the following resolutions from the public hearing are not passed. This would impair the ability of the District to collect the assessments needed to pay expenses and the General Fund would be used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

IV. RECOMMENDATION:

Staff recommends that the Board of Directors, by motion, approve and adopt Resolution 2024-7 related to the maintenance of public improvements in the District for the FY 2024/25 tax roll.



Sherri Timm, Director of Administration



Kim Domingo, General Manager

ATTACHMENTS:

Resolution No. 2024-7

RESOLUTION NO. 2024-7

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROSAMOND COMMUNITY SERVICES DISTRICT,
CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR
THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2
FOR FISCAL YEAR 2024/25**

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, the Board of Directors has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the Board of Directors conducted such hearing and considered all objections to the assessment.

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

- 1. Confirmation of Assessment and Diagram:** The Board of Directors hereby confirms the assessment and the diagram as is described in full detail in the Report on file with the Secretary Board of Directors.
- 2. Levy of Assessment:** Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2024 and ending June 30, 2025.
- 3. Ordering of the Levy:** The Board of Directors hereby orders NBS to prepare and submit the levy of assessments to Kern County for placement on the Fiscal Year 2024/25 secured property tax roll.

ADOPTED this 12th day of June, 2024

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 ____ day of _____, 2024, 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 _____, 2024.

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

STAFF REPORT

Rosamond Community Services District

DATE: June 12, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Identify Apparent Low, Responsive and Responsible Bid and Approve Agreement with Lyles Utility Construction, LLC, for Trakel Tract Water Service Replacement Project

RECOMMENDATION:

Identify Lyles Utility Construction, LLC, as the low bid, approve the agreement with same for the Trakel Tract Water Service Replacement Project, authorize the President to execute the agreement, and utilize the FY24-25 Water Service Replacements Capital Project funds to cover the budgetary shortfall.

BACKGROUND:

This project involves the replacement of water services within a development of 100 homes south of Rosmond Boulevard between 30th Street West and 35th Street West. The project includes water service replacements within the following street names: Trakell, Marlene, Jahon, Kellie, Stella and Poplar.



On October 11, 2023, your Board approved the funding in the FY 2023-24 Capital Projects Budget. On December 13, 2023, the District entered into an agreement with AECOM to prepare a bid package for the project. On April 10, 2024, your Board approved the bid package and the advertisement for bids in a newspaper of general circulation. On May 14, 2024, bids were publicly opened and read with the below results:

Bidder	Bid
Lyles Utility Construction, LLC.	\$808,539.00
West Valley Construction	\$812,011.00

ANALYSIS:

Staff has confirmed that the completed bid documents for the low bid are in order and have deemed them responsive and responsible.

FISCAL REVIEW:

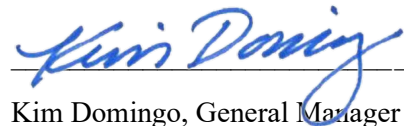
The costs for the construction phase of this project are budgeted in Capital Project No. 01245, with a projected shortfall of \$275,000 after considering project management and administrative costs. The adopted FY24-25 Capital Budget includes an annual recurring appropriation in the amount of \$573,000 for water service replacements. It is recommended that the FY24-25 budget for water service replacements is utilized for any Project No. 01245 shortfalls.

LEGAL REVIEW:

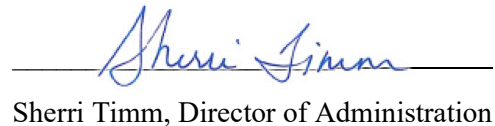
N/A

CONCLUSION:

Approval is recommended.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Agreement

**DOCUMENT 00 5200
AGREEMENT**

THIS AGREEMENT, entered into on this _____ day of _____, is by and between Lyles Utility Construction, LLC, whose place of business is located at 1200 N. Plaza Drive, Visalia, CA 93291 ("Contractor"), and the ROSAMOND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, in consideration for the promises and payment to be made and performed by Owner, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by Owner) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the Rosamond Community Services District all the work shown and described in the plans and specifications for the project known as:

TRAKEL TRACT WATER SERVICE REPLACEMENT PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum of **Eight Hundred and Eight Thousand Five Hundred and Thirty Nine Dollars (\$808,539.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed _____ (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work **60 Working Days** from the Commencement Date.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **Five Hundred dollars (\$500.00)** for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

4.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0101	Title Page
Document 00 1113	Notice to Contractors
Document 00 2113	Instruction to Bidders
Document 00 3100	Geotechnical Data and Existing Conditions
Document 00 4100	Bid Form
Document 00 4412	Bidder Information Form
Document 00 4430	Subcontractors List
Document 00 4452	Non-Collusion Declaration
Document 00 4453	Iran Contracting Act Certification
Document 00 4455	Bidder Certifications
Document 00 5199	Proposed Contract Documents Transmittal
Document 00 5200	Agreement
Document 00 5590	Release of Claims
Document 00 6001	Construction Performance Bond
Document 00 6002	Construction Labor and Material Payment Bond
Document 00 6003	Guaranty
Document 00 6200	Withheld Contract Funds Certification
Document 00 7200	General Conditions
Document 00 7280	Apprenticeship Programs
Document 00 7300	Supplementary Conditions – Insurance
Master Specifications	Divisions 01 through 52 (Specs on plans only)
Drawings	

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 5 - MISCELLANEOUS

5.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4216 (Definitions) and will have the meaning indicated therein.

5.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

5.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

5.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor

Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

5.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed four original Agreements on the day and year first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

CONTRACTOR:

Lyles Utility Construction, LLC.
Firm's Name

By _____
Kim Domingo, General Manager

Limited Liability Company
Type of Entity
(Corporation, partnership, sole proprietorship)

By 
Signature

Bradely E. Zeimet
Typed Name

ROSAMOND COMMUNITY SERVICES DISTRICT

Sr. Vice President
Title of Individual Executing Document on behalf of Firm

By _____
Byron Glennan,
President, Board of Directors

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

END OF DOCUMENT

**DOCUMENT 00 6001
CONSTRUCTION PERFORMANCE BOND**

Bond# 070222936

KNOW ALL PERSONS BY THESE PRESENTS:

- A. THAT WHEREAS, the ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "Owner"), a public agency of the State of California, has awarded to Lyles Utility Construction, LLC, as Principal, a contract dated _____ (the "Contract"), in the amount of **\$808,539.00** The Contract is by this reference made a part hereof, for the work of the following project:

TRAKEL TRACT WATER REPLACEMENT PROJECT

- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company, as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (**\$808,539.00**) to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.
- 1.08 Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10 Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.
- 1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 28 day of May, 2024,

CONTRACTOR AS PRINCIPAL

Lyles Utility Construction, LLC (Corp. Seal)

Company

Signature

Bradley E. Zeimet, Sr. Vice President

Name & Title

525 W. Alluvial Avenue

Address

Fresno, CA 93711

City, State, Zip Code

SURETY

Liberty Mutual Insurance Company (Corp. Seal)

Company

Signature

Bonnie Gonzalez, Attorney in Fact

Name & Title

1340 Treat Blvd Ste 400

Address

Walnut Creek, CA 94597

City, State, Zip Code

(415) 537-2504

Phone

END OF DOCUMENT

The following information is being furnished to you for your information and is not intended to constitute an offer of insurance. It is intended to provide you with information regarding the various types of insurance policies available and the benefits they provide. The information is intended to be used as a guide only and should not be relied upon as a substitute for professional advice. The information is intended to be used as a guide only and should not be relied upon as a substitute for professional advice.

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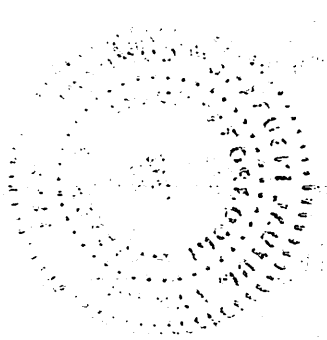
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

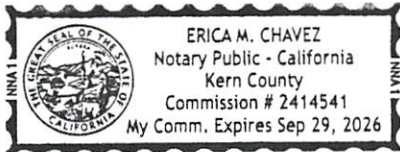
State of California)
County of Kern)

On 05/31/2024 before me, Erica M.Chavez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bradley E. Zeimet
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Signature of Notary Public*

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond - Rosamond Community Service District
Traxel Tract Water Service Replacement Project Document Date: 05/31/2024
Number of Pages: One Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bradley E. Zeimet
 Corporate Officer — Title(s): Sr. Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Lyles Utility Construction, LLC

~~Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

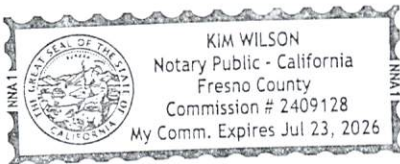
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)


On May 28, 2024, before me, Kim Wilson, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: 
Kim Wilson, Notary Public

DOCUMENT 00 6002
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "Owner"), a public agency of the State of California, has awarded to Lyles Utility Construction, LLC, as Principal, a contract dated _____ (the "Contract"), in the amount of **\$808,539.00**. The Contract is by this reference made a part hereof, for the work of the following project:

TRAKEL TRACT WATER SERVICE PROJECT

- A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- B. NOW, THEREFORE, we, the undersigned Principal Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (**\$808,539.00**), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- D. This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing

Owner's rights against the other. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 28 day of May, 2024

CONTRACTOR AS PRINCIPAL

(Corp. Seal)

Lyles Utility Construction, LLC

Company

Signature

Bradley E. Zeimet, Sr. Vice President

Name & Title

525 W. Alluvial Avenue

Address

Fresno, CA 93711

City, State, Zip Code

SURETY

(Corp. Seal)

Liberty Mutual Insurance Company

Company

Signature

Bonnie Gonzalez, Attorney in Fact

Name & Title

1340 Treat Blvd Ste 400

Address

Walnut Creek, CA 94597

City, State, Zip Code

(415) 537-2504

Phone

END OF DOCUMENT

Over the past few years, the Department of Health and Human Services has been working to improve the quality of care for patients in long-term care facilities.

One of the ways we have done this is by increasing the number of inspections we conduct each year. This has allowed us to identify and address problems more quickly.

We have also been working to improve the way we collect and analyze data. This has helped us to better understand the scope and nature of the problems we are facing.

As a result of these efforts, we have seen a significant improvement in the quality of care in long-term care facilities. This is a testament to the hard work of our staff and the cooperation of the facilities we inspect.

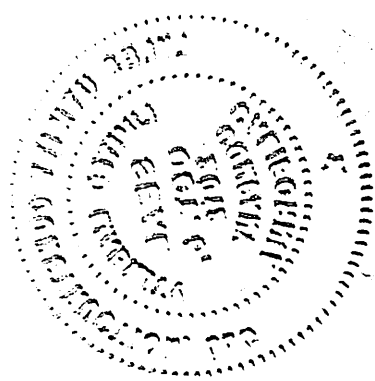
We will continue to work hard to ensure that every patient in long-term care receives the highest quality of care possible. We will continue to increase the number of inspections we conduct and to improve the way we collect and analyze data.

We will also continue to work with the facilities we inspect to help them identify and address problems. We will provide them with the resources and support they need to do this.

We are proud of the progress we have made and we are committed to continuing to improve the quality of care in long-term care facilities.

Over the past few years, the Department of Health and Human Services has been working to improve the quality of care for patients in long-term care facilities. One of the ways we have done this is by increasing the number of inspections we conduct each year. This has allowed us to identify and address problems more quickly. We have also been working to improve the way we collect and analyze data. This has helped us to better understand the scope and nature of the problems we are facing. As a result of these efforts, we have seen a significant improvement in the quality of care in long-term care facilities. This is a testament to the hard work of our staff and the cooperation of the facilities we inspect. We will continue to work hard to ensure that every patient in long-term care receives the highest quality of care possible. We will continue to increase the number of inspections we conduct and to improve the way we collect and analyze data. We will also continue to work with the facilities we inspect to help them identify and address problems. We will provide them with the resources and support they need to do this. We are proud of the progress we have made and we are committed to continuing to improve the quality of care in long-term care facilities.

Department of Health and Human Services



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Kern)

On 05/31/2024 before me, Erica M.Chavez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bradley E. Zeimet
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond - Rosamond Community Service District
Traxel Tract Water Service Replacement Project Document Date: 05/31/2024
Number of Pages: One Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bradley E. Zeimet
 Corporate Officer — Title(s): Sr. Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Lyles Utility Construction, LLC

~~Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

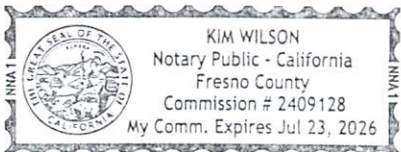
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

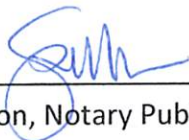
On May 28, 2024, before me, Kim Wilson, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: 
Kim Wilson, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207509-984971

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Gonzalez, John C. Day; Kim Wilson; Lyn Genito; Ralph B. Busch, III; Steven P. Edwards

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of May, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Fresno CSG-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Lyles Utility Construction LLC P.O. Box 28220 Fresno, CA 93729
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

favor of Rosamond Community Services District and District's board members, officials, officers, agents, employees and volunteers as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Automobile Liability, Umbrella, and Workers' Compensation & Employer's Liability policies as per the applicable endorsements.

Cancellation clauses apply per the attached coverage forms.

Coverage forms attached:

**General Liability - additional insured
General Liability - additional insured - completed ops
General Liability - primary & non-contributory
General Liability - waiver of subrogation
General Liability - cancellation
Auto Liability - additional insured; primary & non-contributory
Auto Liability - waiver of subrogation
Auto Liability - cancellation
Umbrella - additional insured; primary & non-contributory
Umbrella - waiver of subrogation
Umbrella - cancellation
Workers Compensation - waiver of subrogation
Workers Compensation - cancellation**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified on the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation Common Policy Condition:**
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
 Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

- Commercial Property Coverage Part
- Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs c., d. and e. below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

(1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;

(2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or

(3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph 1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation Common Policy Condition**:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
 Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

- Commercial Property Coverage Part
- Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs c., d. and e. below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

(1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;

(2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or

(3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

Endorsement No: 24

This Endorsement, effective: May 31, 2024

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0308-3900

Issued to: Lyles Construction Group

by: Allied World Assurance Company (U.S.) Inc.

AMENDMENT TO DEFINITION OF INSURED – ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT

It is agreed that this policy is amended as follows:

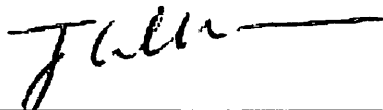
Section VI. **DEFINITIONS**, Paragraph F. **Insured** is amended to include the following additional provision:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional **Insured** on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional **Insured** only with respect to liability arising out of **Your Work** at the location designated. Coverage afforded to these additional **Insured** parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or agreement.

The above provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title: President, North American Casualty Division

Date: May 31, 2024

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period**.

N. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

Q. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

Policy: #0308-3900
Effective: 5/31/24 - 5/31/25

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The **Policy Period** will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 6. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first **Named Insured** in Item 1. of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Change In Control

If during the **Policy Period**:

1. the first **Named Insured** designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
2. any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
Policy Number: MWC31334124
POLICY TERM: 5/31/24 - 5/31/25

WC 04 03 06
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

**BLANKET COVERAGE AS REQUIRED BY WRITTEN
CONTRACT**

DATE OF ISSUE: 5-31-24

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INSURED COPY

CALIFORNIA CANCELTION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the INFORMATION PAGE.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELTION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

Policy Number: MWC31334124

- I. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
- 3 If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

DATE OF ISSUE: 05-31-24

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EVIDENCE OF PROPERTY INSURANCE

ESILVERSPARRE

DATE (MM/DD/YYYY)
5/30/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720		PHONE (A/C, No, Ext): (559) 374-3560	COMPANY Travelers Indemnity Company of America	
FAX (A/C, No):	E-MAIL ADDRESS: emily.silversparre@alliant.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: LYLEDIR-01	License # 0C36861			
INSURED Lyles Utility Construction LLC P.O. Box 28220 Fresno, CA 93729	LOAN NUMBER	POLICY NUMBER QT-660-1791N942-TIL-24		
	EFFECTIVE DATE 5/31/2024	EXPIRATION DATE 5/31/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE
\$808,539

DEDUCTIBLE
10,000

Buildsr Risk AOP Limit

REMARKS (Including Special Conditions)

Special Conditions:
 Re: Trakel Tract Water Service Replacement Project Project No. 01245

Rosamond Community Services District and District's board members, officials, officers, agents, employees and volunteers are included as Loss Payee, when required by written contract per the applicable endorsement with respect to the Builders Risk policy.

Coverage form attached:
 Loss Payee

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Rosamond Community Services District 3179 35th Street Rosamond, CA 93560	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #	AUTHORIZED REPRESENTATIVE 	

COMMERCIAL INLAND MARINE

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, Schedule(s), Coverage Form(s) or Endorsement(s). But in the event coverage for loss or damage is provided under the Coverage Extensions or Additional Coverages, the Limits of Insurance for such Coverage Extension or Additional Coverage will apply as additional amounts of insurance, unless otherwise stated within the Coverage Extension or Additional Coverage.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the applicable Deductible shown in the Declarations, Schedule(s), Coverage Form(s) or Endorsement(s). We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

The applicable Deductible shown in the Declarations applies to the Coverage Extensions and Additional Coverages unless otherwise stated in the Coverage Extension or Additional Coverage.

Unless otherwise stated, if more than one Deductible amount applies to loss or damage in any one occurrence, the total of the deductible amounts applied in that occurrence will not exceed the amount of the largest applicable Deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL INLAND MARINE CONDITIONS and the COMMON POLICY CONDITIONS.

1. Additional Named Insured

The following persons or organizations are included as Additional Named Insureds when you have agreed in a written contract or written agreement, executed prior to loss, to name such persons or organizations as an Additional Named Insured, but only to the extent of their financial interest in the Covered Property:

- a. Owners of Covered Property;
- b. Mortgagees or loss payees;
- c. Contractors, sub contractors and sub-sub contractors; and
- d. Lessors or lessees.

2. Coinsurance

If a Coinsurance Percentage is shown in the Declarations for the applicable project, the following condition applies:

- a. We will not pay the full amount of any loss if the applicable "total project value" at the time of loss multiplied by the stated Coinsurance Percentage is greater than the applicable Covered Property Limit of Insurance.

Instead, we will determine the most we will pay using the following steps:

Step (1) Multiply the "total project value" at the time of loss by the Coinsurance Percentage.

Step (2) Divide the Covered Property Limit of Insurance by the figure determined in Step (1).

Step (3) Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in Step (2).

Step (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less.

For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b. Coinsurance does not apply to:
 - (1) Additional Coverages; or
 - (2) Coverage Extensions.

3. Duties in the Event of Loss

The following duties are added to the Duties in The Event of Loss LOSS CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS:

You must see that the following are done in the event of loss:

- a. You must make every effort to meet the applicable "planned completion date".

This includes:

- (1) Resuming, as soon as possible, all or any part of the construction or repair; or
- (2) Using temporary or substitute:
 - (a) Facilities, services, suppliers or customers; or



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
5/30/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720		PHONE (A/C, No, Ext): (559) 374-3560	COMPANY Travelers Property Casualty Company of America	
FAX (A/C, No):	E-MAIL ADDRESS: emily.silversparre@alliant.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: LYLEDIR-01		License # 0C36861		
INSURED	Lyles Utility Construction LLC P.O. Box 28220 Fresno, CA 93729		LOAN NUMBER	POLICY NUMBER QT-660-1791N942-TIL-23
		EFFECTIVE DATE 5/31/2023	EXPIRATION DATE 5/31/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
----------------	-------	-------	---

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Buildesr Risk AOP Limit	\$808,539	10,000

REMARKS (Including Special Conditions)

Special Conditions:
 Re: Trakel Tract Water Service Replacement Project Project No. 01245

Rosamond Community Services District and District's board members, officials, officers, agents, employees and volunteers are included as Loss Payee, when required by written contract per the applicable endorsement with respect to the Builders Risk policy.

Coverage form attached:
 Loss Payee

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Rosamond Community Services District 3179 35th Street Rosamond, CA 93560	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #	AUTHORIZED REPRESENTATIVE 	

COMMERCIAL INLAND MARINE

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, Schedule(s), Coverage Form(s) or Endorsement(s). But in the event coverage for loss or damage is provided under the Coverage Extensions or Additional Coverages, the Limits of Insurance for such Coverage Extension or Additional Coverage will apply as additional amounts of insurance, unless otherwise stated within the Coverage Extension or Additional Coverage.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the applicable Deductible shown in the Declarations, Schedule(s), Coverage Form(s) or Endorsement(s). We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

The applicable Deductible shown in the Declarations applies to the Coverage Extensions and Additional Coverages unless otherwise stated in the Coverage Extension or Additional Coverage.

Unless otherwise stated, if more than one Deductible amount applies to loss or damage in any one occurrence, the total of the deductible amounts applied in that occurrence will not exceed the amount of the largest applicable Deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL INLAND MARINE CONDITIONS and the COMMON POLICY CONDITIONS.

1. Additional Named Insured

The following persons or organizations are included as Additional Named Insureds when you have agreed in a written contract or written agreement, executed prior to loss, to name such persons or organizations as an Additional Named Insured, but only to the extent of their financial interest in the Covered Property:

- a. Owners of Covered Property;
- b. Mortgagees or loss payees;
- c. Contractors, sub contractors and sub-sub contractors; and
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We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less.

For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

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 - (1) Additional Coverages; or
 - (2) Coverage Extensions.

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This includes:

 - (1) Resuming, as soon as possible, all or any part of the construction or repair; or
 - (2) Using temporary or substitute:
 - (a) Facilities, services, suppliers or customers; or

**DOCUMENT 00 6003
GUARANTEE**

TO: THE ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "Owner"), for construction of Trakel Tract Water Service Replacement Project located at Rosamond Blvd and east of 35th St.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

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The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

5/31/2024
Date

Bradley E. Zeimet, Sr. Vice President
Name/Title

Lyles Utility Construction, LLC.
Contractor


Signature

For maintenance, repair or replacement service contact:

ROMAN HERNANDEZ
Name

661-387-1600
Telephone

1200 N. PLAZA DRIVE
Address

661-852-1319
Alt. Telephone

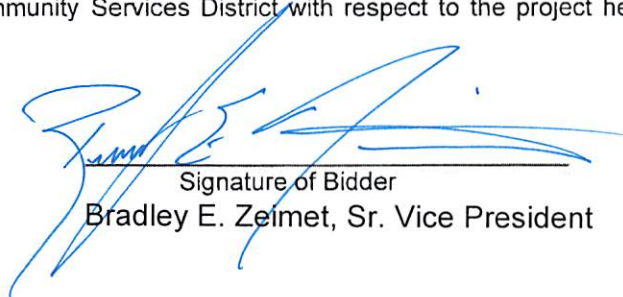
VISALIA, CA 93291
City, State, and Zip

END OF DOCUMENT

**DOCUMENT 00 6200
WITHHELD CONTRACT FUNDS CERTIFICATION**

Public Contract Code Section §22300 requires the inclusion in invitations for public agency bids and in public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on: **Trakel Tract Water Service Replacement Project (01245)**.

- I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section §22300.
- I do intend to exercise my option as specified in Public Contract Code Section §22300 and hereby agree to the following:
1. I will establish an escrow agreement satisfactory to the Owner, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the Owner.
 2. I will obtain written consent of the surety to any such agreement; and
 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractor's complete and unreserved agreement) without prior written approval by the Rosamond Community Services District with respect to the project herein above referenced.



Signature of Bidder
Bradley E. Zeimet, Sr. Vice President

END OF DOCUMENT

STAFF REPORT

Rosamond Community Services District

DATE: June 12, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approval of Development Agreement, Disposal Agreement and Memorandum of Disposal Agreement with Chiquita Canyon LLC Related to Treatment and Disposal of Industrial Wastewater

RECOMMENDATION:

Approve the Development Agreement, Disposal Agreement and Memorandum of Disposal Agreement with Chiquita Canyon LLC and Authorize the General Manager to Sign Subject to Review and Approval by District Counsel and the General Manager.

BACKGROUND:

Chiquita Canyon LLC (CCL) is a private enterprise that operates a landfill in Castaic, CA, including the management of leachate from the landfill. The generated leachate that flows from the landfill is pretreated and hauled off site for further treatment at various wastewater treatment facilities in the region. Recently, a reaction within the landfill has caused an increase in leachate flow, such that the current infrastructure and treatment and disposal sites is unable to accept all of the flows. Consequently, CCL is seeking a temporary long-term solution for the increased flows. CCL surveyed wastewater treatment facilities in the region and reached out to staff to determine District interest.

On February 22, 2024, CCL and the District met to discuss the terms upon which it would be possible for the District to accept the leachate as an industrial wastewater at the wastewater treatment plant. The terms are summarized in the following bulleted points, including but not limited to:

- District would not accept leachate for treatment and disposal in its domestic Wastewater Treatment Plant
- District would entertain operating the old treatment and evaporation ponds (ponds) to accept the leachate.
- District has accumulated sludge in the ponds that it desires to be removed off site. CCL would fund the removal of the sludge off site.
- CCL would fund the improvements at the ponds that would enable them to accept leachate, including the construction of an impermeable barrier in the ponds.
- District would operate the ponds as a separate treatment and disposal facility, with CCL having exclusive right to the capacity for a period of years.
- CCL would pay a treatment and disposal rate for each gallon discharged to the ponds, with a minimum total amount annually guaranteed.
- CCL would fund and assist the District with reports and permitting required by regulators to operate and monitor the facility.
- After the exclusive period has expired, the District may utilize the remaining pond capacity in any way it chooses.

- After CCL ceases discharge to the facility, CCL will fund the removal of any residuals from CCL discharges remaining in the ponds.

On April 10, 2024, the District approved a Letter of Intent to develop the agreements that would memorialize the negotiated terms. The proposed two agreements and memorandum of agreement are for Board consideration.

ANALYSIS:

The District is under a Waste Discharge Order requiring the final disposition of the accumulated sludge in the ponds. It is to the District's benefit to remove the sludge off site, but the estimated cost could result in a burden of approximately \$1,400 per existing sewer customer. As a part of the proposed agreements with CCL, this cost could be avoided. The annual fee that would be received for accepting, treating and disposing of the waste would pay for at least one position to operate the ponds, the power necessary to aerate the leachate, and maintain the embankments and liner system.

The Development Agreement sets the terms upon which the existing sludge would be removed and disposed as well as how the ponds will be improved to accept the leachate. The Disposal Agreement and Memorandum of Disposal Agreement identify the manner in which leachate will be delivered to the facility, the District's responsibility to operate the facility and the revenue expected from CCL from the District's operation.

The proposed arrangement benefits the District and its customers by removing the existing sludge at no cost. In exchange, CCL benefits by having a secure facility to accept the landfill leachate flows now and into the future until the flows return to lower historical levels.

FISCAL REVIEW:

Development costs are borne by CCL, including all permitting and required analysis. Construction costs are also paid by CCL and will be conducted using a competitive bid procurement process and follow prevailing wage requirements. Operation costs will be managed by the District, with costs offset by revenues from CCL for each gallon of leachate delivered. Overall, there should be a net revenue to the District.

LEGAL REVIEW:

Counsel needs to provide additional input so approval is contingent upon counsel concurrence.

CONCLUSION:

Approval is recommended, contingent upon General Manager and District Counsel approval.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Development Agreement
Disposal Agreement
Memorandum of Disposal Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), dated as of June 12, 2024 (the “Effective Date”), is entered into by and between Chiquita Canyon, LLC, a Delaware limited liability company (“CCL”), and Rosamond Community Services District, a governmental organization formed under the Community Services District Law, Division 3, 61000 of Title 6 of the Government Code of the State of California (the “District”).

RECITALS

A. The District owns that certain real property located at 10th Street W and Patterson Rd, Rosamond, CA 93560 (the “Property”) on which are situated wastewater evaporation ponds (the “Ponds”).

B. The District desires to engage CCL to redevelop the Ponds, on the terms and conditions set forth in this Agreement.

C. Concurrently with the execution and delivery of this Agreement, CCL and the District are entering into a disposal agreement (the “Disposal Agreement”), pursuant to which the District will grant to CCL the exclusive right to dispose leachate at the Ponds.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Certain Definitions. For purposes of this Agreement:

(a) “Redevelopment Scope” means the scope of work set forth on Exhibit A hereto, as the same may be amended from time to time by written consent of CCL and the District.

(b) “Environmental Laws” means all laws, statutes and regulations relating to the environment, preservation or reclamation of natural resources, the presence, management or Release of, or exposure to, Hazardous Material, or to the impacts of Hazardous Material on public health, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the RCRA, the Clean Air Act (42 U.S.C. § 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), each of their state and local counterparts or equivalents, as each has been amended and the regulations promulgated pursuant thereto.

(c) “Hazardous Material” means the substances (i) defined as “Hazardous Waste” in 40 CFR 261, and substances defined in any comparable state statute or regulation; (ii) any substance the presence of which requires remediation pursuant to any Environmental Laws; and (iii) any substance required to be disposed of in a manner expressly prescribed by Environmental Laws.

(d) “Permits” means permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, notices or other authorizations of any governmental authority.

(e) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the ambient environment.

2. Redevelopment of Ponds.

(a) CCL shall, at its sole cost and expense, (i) engage and manage consultants in the preparation of any and all technical reports and documents needed to obtain all necessary Permits in connection with the Redevelopment Scope and the operation of the Ponds (collectively, the “Required Permits”) and (ii) lead the effort with obtaining any of the Required Permits. The District shall use its commercially reasonable efforts to obtain all Required Permits, in the name of the District, and shall reasonably cooperate with CCL in connection therewith. The District acknowledges and agrees that among the Required Permits may be the issuance by the U.S. Environmental Protection Agency of a land disposal restriction exemption relating to the Redevelopment Scope and the operation of the Ponds.

(b) Promptly following the date on which all of the Required Permits have been obtained pursuant to Section 2(a), CCL shall use its commercially reasonable efforts to select and engage the services of one or more contractors (the “Contractors”) that CCL deems necessary to perform, implement and complete the Redevelopment Scope. CCL shall employ a competitive bid process to procure such contracts in connection with the Redevelopment Scope. All such contracts shall be performed in accordance with state and federal prevailing wage laws. The District acknowledges and agrees that CCL will be soliciting bids from a short list of historically approved bidders familiar with CCL and that have shown interest in the Redevelopment Scope. CCL shall thereafter use its commercially reasonable efforts to manage and supervise the Contractors to perform, implement and substantially complete the Redevelopment Scope. CCL shall be responsible for all costs and expenses of the Redevelopment Scope (but not the costs and expenses of the matters set forth in Section 2(a) or 2(c), for which the District shall bear the costs and expenses for its efforts and responsibilities in such subsections), including those related to the Contractors.

(c) The District shall be responsible for providing, at its sole cost and expense, (i) all power and personnel necessary to operate the Ponds following the completion of the Redevelopment Scope and (ii) reasonable measures to control vegetation on the Property from the Effective Date sufficient to permit access to allow the Redevelopment Scope to be undertaken and completed and the Disposal Site to be operated.

(d) CCL and the District shall jointly determine when the Redevelopment Scope has reached substantial completion, and the District agrees to provide notice thereof, which notice shall specify the Commencement Date under the Disposal Agreement, and to provide any certification of substantial completion of the Redevelopment Scope as CCL reasonably requests. The District determination regarding substantial completion will not be unreasonable denied. CCL shall assist the District with the preparation and recording of any required notice of completion.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the Redevelopment Scope is completed, unless terminated by either party pursuant to Section 5 (the “Term”); provided, however, that CCL shall have the right to terminate this Agreement upon ten (10) days’ prior written notice to the District if the District has not obtained all of the Required Permits on or before the first anniversary of the Effective Date.

4. License. During the Term, the District hereby grants to CCL and the Contractors a non-exclusive license (the “License”) to use the Property for the performance of the Redevelopment Scope (the “Permitted Use”). CCL, the Contractors and their respective employees, and agents shall at all times have access to the Property for the Permitted Use. The term of the License shall commence on the Effective Date and be coterminous with the Term.

5. Defaults and Remedies.

(a) Default by CCL. CCL shall be in default under this Agreement (a “CCL Event of Default”) if CCL shall fail in the performance or observance of any material agreement, covenant or condition of this Agreement on the part of CCL to be performed and observed, and such failure shall continue for a period of thirty (30) days after written notice thereof from the District to CCL, or, in the case of such failure that cannot reasonably be cured within thirty (30) days, CCL shall fail to commence curing thereof within such thirty (30) day period and thereafter shall fail diligently to prosecute such cure to completion.

(b) Default by the District. The District shall be in default under this Agreement (a “District Event of Default”) if the District shall fail in the performance or observance of any material agreement, covenant or condition of this Agreement on the part of the District to be performed and observed, and such failure shall continue for a period of thirty (30) days after written notice thereof from CCL to the District, or, in the case of such failure that cannot reasonably be cured within thirty (30) days, the District shall fail to commence curing thereof within such thirty (30) day period and thereafter shall fail diligently to prosecute such cure to completion.

(c) Remedies. Upon the occurrence of a CCL Event of Default or a District Event of Default, the non-defaulting party may invoke any remedy available at law or in equity, including, without limitation, the termination of this Agreement and the right to seek damages and/or the right to obtain injunctive relief or specific performance.

6. Indemnity; Disclaimer of Liability.

(a) CCL will indemnify, defend and hold harmless the District and its employees, agents, invitees, its contractors and subcontractors (the “District Parties”) from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys’ fees) (collectively, “Claims”) (i) resulting from claims by third parties and based on any acts or omissions of CCL Parties in connection with the Redevelopment Scope, (ii) arising out of or in connection with any gross negligence or willful misconduct of CCL and any of its contractors on or about the Property, except to the extent caused by the gross negligence or willful misconduct of the District Parties, or (iii) CCL’s breach of this Agreement.

(b) The District will indemnify, defend and hold harmless CCL and CCL's agents and their respective officers, directors, beneficiaries, shareholders, partners, employees, agents and its contractors and subcontractors (the "CCL Parties") from and against any and all Claims (i) resulting from claims by third parties and based on any acts or omissions of the District Parties in connection with the Redevelopment Scope to the extent such actions are grossly negligent or constitute willful misconduct, (ii) resulting from claims by third parties and based on any acts or omissions of the District Parties in connection the operation of the Ponds or (iii) the District's breach of this Agreement.

(c) CCL and the District agree that none of their respective officers, employees, members, managers or any of their (or any of those parties') respective agents shall have any personal obligation hereunder, and that the District and CCL shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties.

(d) Notwithstanding anything to the contrary in this Agreement, except for any Claims caused by or arising out of the Redevelopment Scope or to the extent CCL has agreed to indemnify the District pursuant to the Development Agreement, no CCL Party nor any of their respective affiliates shall be liable for any Claim or expenditures (including expenses in connection with site evaluations, risk assessments and feasibility studies), arising out of or required by an interim or final judicial or administrative decree, judgment, injunction, mandate, interim or final permit condition or restriction, cease and desist order, abatement order, compliance order, consent order, clean-up order, exhumation order, reclamation order or any other remedial action that is required to be undertaken under federal, state or local law in respect of operating activities on or affecting the Property, including (i) any actual or alleged violation of any Environmental Law on, prior to or after the Effective Date or the completion of the Redevelopment Scope, respectively, and (ii) any remedies or violations, whether by a private or public action, alleged or sought to be assessed as a consequence, directly or indirectly, of any Hazardous Material existing on the Property on, prior to or after the Effective Date or the completion of the Redevelopment Scope, respectively.

7. Relationship between Parties. Neither the District or any of its affiliates shall be deemed partners, joint venturers, principals, directors, officers, agents, or employees of CCL by virtue of this Agreement.

8. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and either delivered personally, sent by facsimile transmission, by electronic mail transmission in PDF format, or by nationally recognized overnight delivery service, or mailed by postage prepaid registered or certified U.S. mail, return receipt requested, to the addresses designated below or such other addresses as may be designated in writing by notice given hereunder, and shall be effective on the date delivered if delivered by personal delivery, facsimile or electronic mail transmission, three (3) business days following dispatch if delivered by registered or certified U.S. mail, or one (1) business day following dispatch if delivered by a nationally recognized overnight delivery service:

If to the District:

Rosamond Community Services District
3179 35th St W
Rosamond, CA 93560

Attention: Kim Domingo, General Manager
Phone No.: (661) 256-5807
Fax No.: (661) _____
Email: kdomingo@rosamondcsd.com

With a copy to:

Attention: _____
Phone No.: _____
Fax No.: _____
Email: _____

If to CCL:

Chiquita Canyon, LLC
c/o Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Senior Vice President, Deputy General
Counsel and Assistant Secretary
Phone No.: (832) 442-2200
Fax No.: (832) 442-2290
Email: robc@wcnx.org

With a copy to:

Shartsis Friese LLP
425 Market St., 11th Floor
San Francisco, CA 94105
Attention: Michael Dell, Esq.
Phone No.: (415) 421-6500
Fax No.: (415) 421-2922
Email: mdell@sflaw.com

9. General.

(a) Entire Agreement. This Agreement constitutes the entire agreement and understanding between CCL and the District related to the subject matter of this Agreement and supersedes any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

(b) Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws provisions. In the event of any dispute or controversy between CCL and the District relating to the interpretation of this Agreement or to the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party, as awarded by the court or by the arbitrator. Such award shall include post-judgment attorney's fees and costs.

(c) Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, the successors or assigns of CCL and the District; provided, however, that any such assignment shall be subject to the terms of this Agreement and shall not relieve the assignor of its responsibilities under this Agreement. Neither party may assign or otherwise transfer, by operation of law or otherwise, this Agreement without the prior written consent of the other party.

(d) Headings. The headings contained in this Agreement are set forth for convenience only and shall not be given effect in the construction or interpretation of this Agreement.

(e) Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

(f) Counterparts; Electronic Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic transmission in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or by electronic transmission in PDF format shall be deemed to be their original signatures for all purposes. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document.

(g) Further Assurances. Each party hereto agrees to execute any and all documents and instruments and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby. Any consent or approval required from either or both parties hereto under the terms of this Agreement shall not be unreasonably withheld, delayed or conditioned by such party or parties.

***[Remainder of page intentionally left blank;
Signature page to follow.]***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CCL:

CHIQUITA CANYON, LLC

By: _____
Ronald J. Mittelstaedt,
President and Chief Executive Officer

DISTRICT:

ROSAMOND COMMUNITY SERVICES
DISTRICT

By: _____
Byron Glennan
President, Board of Directors

EXHIBIT A

Redevelopment Scope

1. Remediate existing sludge in the Ponds (sludge is to be removed and disposed off-site at a permitted facility).
2. Re-line and re-develop the Ponds as determined by design calculations to provide a continuous capacity of no less than 300,000 gallons per day, six days per week.
3. Build the infrastructure (including but not limited to asphaltting internal property roads and receiving facilities) to allow for leachate disposal on the Property, including aeration at the Ponds.

DISPOSAL AGREEMENT

This Disposal Agreement (“Agreement”) is executed this 12th day of June, 2024, by and between Chiquita Canyon, LLC, a Delaware limited liability company (“CCL”), and Rosamond Community Services District, a governmental organization formed under the Community Services District Law, Division 3, 61000 of Title 6 of the Government Code of the State of California (the “District”).

WITNESSETH:

WHEREAS, CCL desires to obtain from the District the exclusive right to dispose leachate at the Disposal Site; and

WHEREAS, the District operates the Disposal Site and wishes to grant to CCL the exclusive right to dispose leachate at the Disposal Site.

NOW, THEREFORE, for and in consideration of the respective covenants herein contained, the parties agree to the terms and conditions set forth herein:

1) Definitions.

- A) “Acceptable Materials” means leachate that does not contain Hazardous Material.
- B) “Commencement Date” means the date of substantial completion of the Redevelopment Scope pursuant to the Development Agreement.
- C) “Development Agreement” means that certain Development Agreement, dated as of the date of this Agreement, by and between CCL and the District.
- D) “Disposal Site” means the wastewater evaporation ponds (the “Ponds”) situated on that certain real property owned by the District and located at 10th Street W and Patterson Rd, Rosamond, CA 93560.
- E) “Effective Date” means June 12, 2024
- F) “Environmental Laws” means all laws, statutes and regulations relating to the environment, preservation or reclamation of natural resources, the presence, management or Release of, or exposure to, Hazardous Material, or to the impacts of Hazardous Material on public health, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the RCRA, the Clean Air Act (42 U.S.C. § 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), each of their state and local counterparts or equivalents, as each has been amended and the regulations promulgated pursuant thereto.
- G) “Force Majeure” means a cause or causes beyond the reasonable control of either party, which shall include, but not be limited to, acts of God, terrorism or war physically

destroying facilities or equipment essential to the performance of this Agreement, injunctions or restraining orders making the performance of this Agreement impossible, and governmental or judicial action or inaction, for reasons beyond either party's reasonable control, revoking, suspending, or preventing issuance of any licenses or permits required for operation of the Disposal Site.

H) “Gallon” means four (4) quarts or one hundred twenty eight (128) fluid ounces.

I) “Hazardous Material” means the substances (i) defined as “Hazardous Waste” in 40 CFR 261, and substances defined in any comparable state statute or regulation; (ii) any substance the presence of which requires remediation pursuant to any Environmental Laws; and (iii) any substance required to be disposed of in a manner expressly prescribed by Environmental Laws.

J) “Redevelopment Scope” has the meaning ascribed to such term in the Development Agreement.

K) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the ambient environment.

L) “Term” means the Initial Term as defined in Section 2A and any renewal term as described in Section 2B.

M) “Year” means, for any period during the Term, the one year period beginning on the Commencement Date or any subsequent anniversary of the Commencement Date and ending twelve (12) months thereafter.

2) Term of Agreement.

A) Initial Term. The initial Term of this Agreement is ten (10) years commencing on the Commencement Date and terminating on the tenth (10th) anniversary thereof (the “Initial Term”).

B) Renewal Term. This Agreement shall automatically renew for one additional five (5) year term, commencing at the end of the Initial Term, unless CCL provides written notice to the District, at least ninety (90) days before the end of the Initial Term, of its intention to terminate this Agreement. If notice is so given, this Agreement shall terminate on the last day of the Initial Term.

3) Scope of Service.

A) Operation. During the Term, CCL may deliver Acceptable Materials from CCL to the Disposal Site. The District shall receive and accept for disposal at the Disposal Site all Acceptable Materials.

B) Exclusivity. During the period commencing on the Commencement Date and ending on the third (3rd) anniversary thereof, CCL shall have the exclusive right to deliver and dispose of Acceptable Materials at the Disposal Site.

C) Guaranteed Capacity. During the five (5) Year period following the Commencement Date, the District shall guarantee capacity for Acceptable Materials at the Disposal Site of at least three hundred thousand (300,000) Gallons per day for no less than six (6) days per week. Thereafter, the District and CCL shall meet on an annual basis during the Term to determine in good faith the guaranteed capacity for each such Year.

D) Hours of Operation. During the Term, the Disposal Site will remain open for disposal 365 days per year and 24 hours per day.

E) Compliance with Applicable Laws. During the Term, the District will comply with all present and future federal, state and local statutes and ordinances regulating the Disposal Site, and with all other rules and regulations and amendments thereto imposed by all federal, state, regional and local regulatory agencies having jurisdiction over the operation of the Disposal Site. In addition, to the extent that during the term of this Agreement, any improvements to the Ponds are required pursuant to any new laws or regulations that did not exist as of the date hereof, CCL shall address any such new requirements at CCL's cost.

F) No Volume Requirement. CCL shall not be required to deliver any minimum volume of Acceptable Materials under this Agreement. Except for any limitations set forth in any applicable permits, statutes or ordinances regulating the Disposal Site, CCL shall not be subject to any cap or other maximum amount of volume of Acceptable Materials for any period during the Term subject to the physical constraints of the Disposal Site.

G) Right to Refuse / Reject Unacceptable Materials. The District shall be required to accept only Acceptable Materials from the CCL under this Agreement.

H) Title. Without limiting any obligations of the District set forth elsewhere in this Agreement, title to leachate delivered by CCL shall be in, and all risks and responsibilities shall be borne by, CCL.

I) Limited License to Enter. This Agreement provides CCL with a license to enter the Disposal Site during the Term for the purposes of: (i) off-loading Acceptable Materials at the Disposal Site, (ii) performing repairs on the Pond lines or constructing improvements pursuant to Section 3.E hereof, or (iii) sludge removal pursuant to Section 3.K hereof.

J) Representation and Warranty. CCL represents and warrants to the District that the leachate disposed of at the Disposal Site shall be leachate (that does not contain Hazardous Material) from CCL. Except as expressly set forth in the preceding sentence, (i) CCL hereby expressly disclaims any other representations and warranties whatsoever, (ii) CCL has not made any representations or warranties to the District, and (iii) the District expressly acknowledges that it is not relying on any representations or warranties from CCL

K) Sludge Removal. During the term of this Agreement, CCL shall pay for the periodic removal of sludge at the Ponds in order to maintain the permitted disposal capacity at the Ponds as required by law or regulation. In addition, at the end of the term of this Agreement, CCL shall be responsible for, and shall pay for, the removal of any sludge as required by law or regulation.

4) Compensation to the District.

A) Disposal Prices. The price paid by CCL to the District for Acceptable Materials delivered to the Disposal Site hereunder shall be \$0.02 per Gallon; provided, however, that CCL shall pay no less than \$500,000 in disposal fees during each Year during the Term (for each Year, the "Guaranteed Minimum"); provided, further, that if the reasonable out-of-pocket operating costs of the District to operate the Disposal Site exceeds \$500,000 in any Year during the Term, the District and CCL shall meet to discuss in good faith increasing the Guaranteed Minimum to an amount equal to the District's total out-of-pocket operating costs for such Year. In the event of a shortfall in reaching the Guaranteed Minimum for any Year, CCL shall pay to the District, within ninety (90) days after the end of such Year, the amount equal to (i) \$500,000 minus (ii) the amount of disposal fees that CCL actually paid to the District during such Year.

B) Billings. The District will invoice CCL in arrears for all amounts described in this Section 4, within ten (10) days after the end of each month or, with respect to any payments related to the Guaranteed Minimum (or any shortfall thereof), within ten (10) days after the determination of such amount. CCL shall pay such invoice within sixty-five (65) days of the date of the invoice without further notice by the District.

C) Books and Records. The District will keep daily records of the volume of CCL's leachate received at the Disposal Site and charges therefor, and upon reasonable prior notice, CCL may inspect the same. Volume will be determined using a meter or meters installed as part of the Redevelopment Scope.

5) Insurance. During the Term of this Agreement, CCL and the District shall each provide and maintain in force, at its respective expense, insurance coverage that meets the minimum limits set forth on Exhibit A, which is attached hereto and made a part hereof. If requested, CCL or the District, as applicable, shall provide a certificate of insurance evidencing the coverage required above prior to the disposal of Acceptable Materials under this Agreement. Every such certificate shall state that the policies of insurance described therein have been issued and are in force on the date of execution of the certificate, and that no policy described therein will be canceled or the terms thereof materially changed without thirty (30) days' prior written notice to the certificate holder.

6) Indemnity.

A) Indemnification of the District. CCL shall fully and forever defend, indemnify and hold harmless the District and its successors, assigns, officers, directors, employees and agents against and in respect of any and all costs, losses, damages, deficiencies, liabilities, fines, penalties, claims, suits, costs, or expenses (including court costs and reasonable

attorneys' fees and expenses), threatened, suffered or paid, to the extent caused by: (i) any breach of any representation or warranty made by CCL in this Agreement or in any certificate, document or instrument given pursuant hereto or in connection herewith; (ii) any failure by CCL to perform or otherwise fulfill or comply with any undertaking, agreement or obligation on the part of CCL to be performed, fulfilled or complied with hereunder; or (iii) any bodily injury, personal injury or property damage (including impacts to groundwater attributable to any leakages of leachate in the Pond liners) resulting from the actions of CCL (including in connection with the deliver of Acceptable Materials), its employees or agents in fulfilling CCL's obligations hereunder.

B) Indemnification of CCL. The District shall fully and forever defend, indemnify and hold harmless CCL and its successors, assigns, officers, directors, employees and agents against and in respect of any and all costs, losses, damages, deficiencies, expenses or liabilities (including court costs and reasonable attorneys' fees and expenses), threatened, suffered or paid, to the extent caused by: (i) any breach by the District of any representation or warranty made by the District in this Agreement or in any certificate, document or instrument given pursuant hereto or in connection herewith; (ii) any failure by the District to perform or otherwise fulfill or comply with any undertaking, agreement or obligation on the part of the District to be performed, fulfilled or complied with hereunder; or (iii) any bodily injury, personal injury or property damage resulting from the actions of the District, its employees or agents in fulfilling the District's obligations hereunder.

C) Defense of Suit. In the event of any suit against any party indemnified under this Section 6 (the "Indemnitee"), the indemnifying party (the "Indemnitor") shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit, which approval shall not be unreasonably withheld. In the event a dispute exists over whether a party is entitled to indemnification under this Section 6, each party shall defend itself until the dispute is resolved and upon resolution of such a dispute, the prevailing party shall be entitled to indemnification for its attorneys' fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter.

D) Survival. This Section 6 shall survive the expiration or earlier termination of the Agreement.

7) Default.

A) In Event of Breach. Either party shall be in default hereof if such party breaches or fails to perform any covenant, condition, agreement representation or warranty contained in this Agreement and fails to cure such breach or failure within thirty (30) days after the other party has given the breaching party written notice thereof; provided, however, that, if such failure or breach is of such nature as to not be curable within said thirty (30) day period, an event of default shall not be deemed to have occurred to the extent the breaching or failing party shall have commenced curative action within the prescribed thirty (30) day period and prosecuted the same with due diligence to completion thereafter, but in no event

beyond sixty (60) days after receipt of the default notice. In any such event of default, the non-breaching party may: (i) terminate this Agreement; and/or (ii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right of all damage or loss suffered as a result of such breach or default. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

B) In Event of a District Breach. Notwithstanding anything in this Agreement to the contrary, in the event that the District defaults on its obligations under this Agreement, and does not cure such default after thirty (30) days, then, in addition to any other remedies available to CCL at law or in equity, CCL shall be entitled to, as liquidated damages, the product of (i) the remaining Years in the then-current Term multiplied by (ii) the average annual disposal fees paid by CCL during the Term through the date of default (prorated for any partial Year). It shall not be a default if the District's inability to meet its obligations under this Agreement is caused by an event of Force Majeure, by a failure, defect, or other occurrence arising out of the Redevelopment Scope, or a breach of the representation and warranty contained in Section 3J.

8) Miscellaneous.

A) Force Majeure. The performance of this Agreement by either party may be suspended (except for the payment of amounts due and owing) and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered or delayed by Force Majeure. In the event of disruption of services as a result of the occurrence of Force Majeure, CCL and the District shall make every reasonable effort to reopen their respective facilities as soon as practicable after the cessation of the cause of suspension of services, and will take all reasonable steps to overcome the cause of cessation of services.

B) Independent Contractor. The District's service hereunder is rendered to CCL as an independent contractor, and neither the District nor any of its employees is authorized to represent CCL's interest or to take any action for CCL's account. CCL shall have no control over the employment, discharge, compensation of or services rendered by the District's employees. Conversely, CCL shall not represent the District's interests or take any action for the District's account. Neither the District nor CCL shall have no control over the employment, discharge, compensation of or services rendered by the other party's employees.

C) Severability. Should any provision of this Agreement become inoperable because of any change in statute, law, regulation, legal process or decision, or other reasons, the elimination of that provision shall not affect the operation of the balance of this Agreement, which shall continue in force unabated except in accordance with other termination provisions contained herein.

D) Assignment. Neither party shall assign or otherwise transfer, its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement shall be

binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto.

E) Confidentiality of Terms of Agreement. The terms and conditions of this Agreement (including without limitation any terms and conditions of this Agreement such as the disposal fees payable hereunder that may be set forth in any invoice, document or other communication provided hereunder) shall be and remain confidential and shall not be disclosed by the District or CCL to any other person other than in confidence to employees of the District or CCL, legal counsel to the District or CCL, financial advisors to the District or CCL or independent certified public accountants to the District or CCL who are reasonably determined by the party disclosing the terms hereof to have a need to know the disclosed terms; provided that: (a) nothing herein shall prevent a party from supplying information about the terms and conditions of this Agreement required to be disclosed to a governmental authority under applicable law (prompt written notice of which disclosure shall be given by the disclosing to party to the other party), provided that, to the fullest extent permitted under applicable law, the disclosing party shall only provide the minimum amount of information required for the purposes of such governmental authority under the law requiring such disclosure and shall use good faith efforts to keep all such information so provided to any governmental authority confidential and not subject to further disclosure to third parties under applicable public records laws or otherwise; and (b) nothing herein shall prevent a party from disclosing the terms and conditions of this Agreement in any arbitration, mediation or other legal proceeding involving a dispute between the parties to which the terms of this Agreement are relevant, provided that the disclosing party shall only provide the minimum amount of information required for the purposes of such proceeding and shall use good faith efforts to keep all such information so provided confidential and not subject to further disclosure to third parties under applicable public records laws or otherwise. In disclosing any information regarding the terms and conditions of this Agreement to any person as permitted under this Section 8E, the disclosing party shall advise the receiving person in writing of the terms of this confidentiality provision and shall obtain from each receiving person the written agreement thereof to be bound by the terms of this confidentiality provision. The disclosing party shall be liable to the other party for any breach of this confidentiality provision by any person to whom such disclosing party discloses any information required to be kept confidential hereunder.

F) Notices. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when delivered by email or a nationally recognized overnight courier service or two days after being mailed by Registered or Certified United States mail, postage prepaid:

To CCL:

Chiquita Canyon, LLC
c/o Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Senior Vice President, Deputy
General Counsel and Assistant Secretary

Email: robc@wcnx.org

To the District:

Rosamond Community Services District
3179 35th St W
Rosamond, CA 93560
Attention: Kim Domingo, General Manager
Email: kdomingo@rosamondcsd.com

Any changes of address by either party shall be by notice given to the other in the same manner as specified above.

G) Attorneys' Fees. In the event of any litigation or arbitration between the parties hereto with respect to the subject matter hereof, the prevailing party shall recover its costs and expenses including reasonable attorneys' fees, witness fees including experts, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

H) Applicable Law. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of California, without regard to that State's conflicts of law jurisprudence.

I) Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation or enlargement of the scope or meaning of the particular sections or paragraphs to which they refer, and shall not affect the interpretation of any provisions of this Agreement.

J) Entire Agreement; Amendment. This instrument embodies the whole Agreement of the parties hereto. There are no promises, terms, conditions or obligations referring to the subject matter other than contained herein. No modification or amendments of this Agreement shall be effective unless made in writing and signed by both parties.

K) Memorandum for Recordation. Immediately following the execution of this Agreement, the Memorandum of Disposal Agreement attached hereto as Exhibit B shall be recorded by CCL in the official records of Kern County, California.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized agents, as of the date first above written.

CCL:

CHIQUITA CANYON, LLC

By: _____
Ronald J. Mittelstaedt,
President and Chief Executive Officer

DISTRICT:

ROSAMOND COMMUNITY SERVICES
DISTRICT

By: _____
Byron Glennan
President, Board of Directors

EXHIBIT A

INSURANCE COVERAGE LIMITS

<u>Coverage</u>	<u>Limits of Liability</u>
1. Automobile Liability with broadened form pollution coverage, for all vehicles used in the performance of duties under this Agreement	\$ 2,000,000 minimum CSL per occurrence
2. Automobile Property Damage, for all vehicles used in the performance of duties under this Agreement.	\$ 2,000,000 minimum CSL per occurrence
3. Commercial General Liability	\$ 2,000,000 minimum CSL per occurrence
4. Employer's Liability	\$1,000,000 each accident \$1,000,000 disease \$1,000,000 each employee
5. Workers' Compensation	Statutory as prescribed by state law
6. Pollution Legal Liability	\$5,000,000 minimum CSL per incident
7. Excess / Umbrella Liability	\$5,000,000 in excess of 1. 2. 3. & 4. above

- All policies, except workers' compensation, will add the other party as an additional insured.
- All policies will contain waivers of subrogation in favor of the other party.
- All policies of each party shall be primary and non-contributory to any insurance policies carried by the other party, to the extent of such party's indemnification obligations hereunder.
- All policies will be written on an occurrence form basis.
- All insurance companies providing the policies herein shall be listed in the most recent edition of A.M. Best's insurance reports with a size category of VII or larger, and a rating classification of A- or better. These A.M. Best ratings are to be maintained throughout the Term of this Agreement

EXHIBIT B

MEMORANDUM OF DISPOSAL AGREEMENT

05119\002\10336363.v6

APN: _____

WHEN RECORDED MAIL TO:

Chiquita Canyon, LLC
c/o Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Tax Department

MEMORANDUM OF DISPOSAL AGREEMENT

THIS MEMORANDUM OF RIGHT OF DISPOSAL AGREEMENT (this “Memorandum”) is made and entered into as of June 12, 2024 by and between Chiquita Canyon, LLC, a Delaware limited liability company (“CCL”), and Rosamond Community Services District, a governmental organization formed under the Community Services District Law, Division 3, 61000 of Title 6 of the Government Code of the State of California (the “District”).

1. Disposal Agreement. Pursuant to that certain Disposal Agreement, dated as of June 12, 2024 (the “Agreement”), between CCL and the District, the parties to the Agreement have agreed to certain terms relating to the disposal of leachate and pricing at the wastewater evaporation ponds situated on that certain real property owned by the District and located at 10th Street W and Patterson Rd, Rosamond, CA 93560 and legally described on Exhibit A attached hereto (the “Property”). All terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Term. The term of the Agreement shall begin on the Commencement Date and, unless earlier terminated as provided in the Agreement, shall continue for the period of ten (10) years. The Agreement shall automatically renew for one additional five (5) year term, unless CCL provides written notice to the District, at least ninety (90) days before the end of the initial term, of its intention to terminate the Agreement.

3. Exclusivity. During the first three (3) years of the term of the Agreement, CCL shall have the exclusive right to deliver and dispose of leachate at the Property.

4. Notice. The purpose of this Memorandum is to give notice of the Agreement and of the rights created thereby, all of which are hereby confirmed, and this Memorandum is subject to all of the terms and conditions, provisions, covenants and agreements contained in the Agreement, all of which are incorporated herein by reference.

5. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This Memorandum shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

7. Governing Law. This Memorandum shall be interpreted and construed in accordance with the laws of the State of California.

[Remainder of Page Left Intentionally Blank]

CCL:

CHIQUITA CANYON, LLC

By: _____
Ronald J. Mittelstaedt,
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____,
_____, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

(Notary Public)

EXHIBIT A

Legal Description of the Property

STAFF REPORT

Rosamond Community Services District

DATE: June 12, 2024

TO: Board of Directors

FROM: Sherri Timm, Director of Administration

Subject: Resolution No. 2024-6 Amending the Administrative Handbook Adopting Amended Job Description for the Water Reclamation Plant Operator I.

RECOMMENDATION:

Approve Resolution No. 2024-6 to amend the Water Reclamation Plant Operator I (WRPO I) job description.

BACKGROUND:

The current WRPO I job description includes a requirement for a Class B license. Policy states that a required license must be paid for by the employee. The Chief Water Reclamation Plant Operator has requested this requirement be removed as staff at the Water Reclamation Plant do not drive vehicles requiring a Class B license in the normal course of their job duties. In addition, the District has an open job posting for a WRPO I. The removal of the Class B requirement may attract additional applicants.

ANALYSIS:

General Manger Kim Domingo has approved the removal of the Class B requirement.

FISCAL REVIEW:

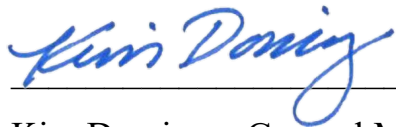
N/A

LEGAL REVIEW:

N/A

CONCLUSION:

Approval of the request is recommended by staff.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

Attachments:

Resolution 2024-6

WRPO I Job Desc.

RESOLUTION NO. 2024-6

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSAMOND COMMUNITY SERVICES DISTRICT AMENDING THE ADMINISTRATIVE HANDBOOK ADOPTING JOB DESCRIPTIONS

WHEREAS, the Rosamond Community Services District (“District”) is a public agency of the State of California formed by the Community Services District Law under Section 61000 et seq. of the Government Code; and

WHEREAS, pursuant to Section 61045(g) of the Government Code, the Board of Directors shall adopt policies for the operation of the District including, but not limited to, administrative and personnel policies; and

WHEREAS, the Board of Directors adopted an Administrative Handbook on February 12, 2014, by Resolution 2014-1; and a set of revisions of the Administrative Handbook on March 11, 2015, by Resolution 2015-1; and a set of revisions on August 26, 2015, by Resolution 2015-22; and a set of revisions on November 17, 2015, by Resolution 2015-27; and a set of revisions on September 6, 2016, by Resolution 2017-04; and a set of revisions on February 7, 2017, by Resolution 2017-05; and a set of revisions on March 7, 2017, by Resolution 2017-05; and a set of revisions on February 6, 2018, by Resolution 2018-02; and a set of revisions on August 7, 2018, by Resolution 2018-15; and a set of revisions on October 2, 2018, by Resolution 2018-17; and a set of revisions on January 15, 2019, by Resolution 2018-20; and a set of revisions on June 26, 2019, by Resolution 2018-27; and a set of revisions on July 24, 2019, by Resolution 2019-1; and a set of revisions on September 25, 2019, by Resolution 2019-2; and a set of revisions on October 9, 2019; and a set of revisions on April 8, 2020, by Resolution 2020-8; and a set of revisions on February 10, 2021 by Resolution 2021-1; and a set of revisions on June 22, 2022, by Resolution 2022-9; and a set of revisions on October 12, 2022 by Resolution 2022-11; and a revision on February 8, 2023 by Resolution 2023-1; and a revision on June 28, 2023 by Resolution 2023-10

WHEREAS, the Board desires to amend and adopt a job description and add to Series 2000, Job Descriptions, within the Administrative Code Handbook, as set forth in the Exhibit A hereto.

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

- 1.0 Adopt Amended Job Description (Water Reclamation Plant Operator I): Job Description - Water Reclamation Plant Operator I is hereby adopted in its entirety and replaces the existing Job Description for Water Reclamation Plant Operator 1 in Series 2000 of the Administrative Code and is attached hereto and incorporated herein by reference as “Exhibit A”.

- 2.0 Conflicts: To the extent there is any express or implied conflict between the present Employee Handbook and the Administrative Handbook, the language of the Administrative Handbook shall take precedence in resolving the conflict. District staff is hereby directed to review the Employee Handbook to ensure that no express or implied conflicts exist. If any conflicts are found to exist staff is directed to bring that conflict to the attention of the Board at the next regular meeting so that the conflict may be resolved.
- 3.0 Effective Date: This Resolution shall become effective as of the date of adoption.
- 4.0 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.
- 5.0 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 12th day of June, 2024.

By: _____
President, Board of Directors
Rosamond Community Services District

ATTEST:

By: _____
Secretary, Board of Directors
Rosamond Community Services District

EXHIBIT A

Rosamond Community Services District

JOB DESCRIPTION

WATER RECLAMATION PLANT OPERATOR I

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Definition

This class is distinguished from the Water Reclamation Plant Operator II by the performance of the more routine tasks and duties assigned to positions within the series. Employees within the level are not expected to perform with the same independence of direction and judgment on matters related to established procedures and guidelines as are positions allocated to higher levels. Under direct supervision is performs semi-skilled duties in the operations of the Water Reclamation Plant, to include training, performing tests of wastewater and operate all mechanical and electrical equipment.

Supervision Received and Exercised

Direct supervision is received from the Sr. Water Reclamation Plant Operator or others as assigned. This position has no supervisory responsibilities.

Essential Functions:

1. Operate and maintain the wastewater treatment facility to include lift station pumps, grinders, MCC Room, level controls, extended aeration basins, secondary clarifiers, exhaust and ventilation systems, auto sampler and emergency power equipment.
2. Collect and complete testing of wastewater water to include BOD, Nitrate, Nitrite, Ammonia, Dissolved Oxygen, etc.
3. Maintains the treatment facility grounds and buildings.
4. Maintains the wastewater treatment ponds to include adding chemicals or aeration equipment and ensures that property operational levels of treatment ponds are maintained.
5. Maintains the sewer ponds for erosion, dike repair and weed control.
6. Maintains and repairs off-site sewer lift stations.
7. Operate a skip scraper, backhoe, dump truck and other equipment as needed.
8. Keep current on changes in regulations and procedures relating to waste water.

9. Keep current with trainings and certifications.
10. Regular attendance at the work site.
11. May perform related duties in area of water and sewer collection system maintenance, either during normal working hours or during afterhours call-outs.
12. Available for emergency response, 24 hours/day, seven days/week.

Additional Duties:

1. Performs other duties as assigned.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Methods, material and equipment used in maintaining a wastewater treatment facility; legal mandates, policies and regulations pertaining to the operations of a wastewater treatment facility; specialized sewage analysis and testing methods, techniques, procedures and knowledge of chemicals to ensure safe use and storage; safe work methods and procedures.

Ability to:

Organize, prioritize and conduct an effective waste water-monitoring program; perform water sample collection and preservation; maintain computer records of water testing data; ensure compliance with applicable wastewater sampling and record keeping requirements; understand and carry out oral and written instructions; communicate clearly and concisely, both orally and in writing; establish and maintain cooperative working relationships with those contacted in the course of work; maintain physical condition appropriate to the performance of assigned duties and responsibilities; maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities; maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, writing and operating assigned equipment; operate a District vehicle in a safe manner.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Experience:

High school diploma or general education degree (GED); and supplemental college course work in chemistry or environmental science is preferable but not required; and experience in a wastewater treatment plant is required for this position.

Language Skills:

Must be able to read, write and speak fluent English. Ability to read, analyze, and interpret blueprints, shop drawings, design sketches, schematics, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid algebra and geometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations. Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

To perform this job successfully, an individual should have knowledge of operating a computer and Microsoft software.

Certificates, Licenses, Registrations:

Valid Class C California license and a satisfactory driving record is required.

Valid Grade 1 Waste Water Treatment Certificate from the California State Water Resources Control Board. May be required to obtain a higher grade as job requires.

Other Qualifications:

This position is classified as a safety sensitive position.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to climb or balance and stoop, kneel, crouch, or crawl, sometimes in confined spaces or in trench excavations. The employee is occasionally required to sit. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 60 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to indoor and outdoor environment; exposure to noise, dust, grease, smoke, fumes, solvents, gases and all types of temperature conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces; work at heights. The employee is frequently moving mechanical parts. The employee is occasionally exposed to extreme cold and extreme heat. The noise level in the work environment is usually loud.

ADOPTED JUNE 2, 2021
Amended June 12, 2024

STAFF REPORT

Rosamond Community Services District

DATE: June 12, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Task Order 2024-1 (QK) with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project

RECOMMENDATION:

Approve Task 2024-1 (QK) with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project.

BACKGROUND:

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system, including Rosamond High School. The \$9.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

On April 27, 2022, The District entered into an agreement with QK for survey services related to the planning and development of the Arsenic Consolidation Project, using the consultant's form of agreement. QK provided survey and easement document preparation services for the initial alignment and design. The District retained a real estate consultant specializing in easements and has been working with QK to secure the alignment. On April 12, 2023, your Board authorized your General Manager to negotiate and execute easements benefiting the project, but the process has been slow due to the number of easements required, the difficulty in locating owners and the design challenges. Changes to the original alignment have been required due to some property owners declining to grant necessary easements. Additionally, the District and the State have been approached by South Kern Unified School District to include the design of the Rosamond High School water system connection in the Consolidation Project. The State has agreed that this work would qualify under the grant.

On October 11, 2023, the District entered into a Master Services Agreement and Task Order 2023-1 (QK) with QK for additional survey services after the SWRCB indicated that grant funds could be used for the additional survey services to secure the necessary pipeline alignments. The majority of the work under this task order is nearing completion.

Proposed Task Order 2024-1 provides the additional survey services that include topography for the water system connection design to Rosamond High School as well as additional easements needed for the project which were not included or contemplated in the previous task order.

CEQA ANALYSIS:

The California Environmental Quality Act findings have already been determined and a Mitigated Negative Declaration has been adopted.

FISCAL REVIEW:

This action will result in an additional survey cost of \$19,770 to the project. The grant agreement with the SWRCB reimburses the District for design costs, so no direct cost to the District. There will be minimal administrative costs by District staff, but these are also reimbursable.

LEGAL REVIEW:

Counsel and the General Manager have negotiated this Task Order using the District's Master Services Agreement template.

CONCLUSION:

Staff recommends approval of the agreement and Task Order.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Task Order 2024-1 (QK)

Attachment A

TASK ORDER 2024-1 (QK)

This Task Order is made this 12th day of June, 2024, by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("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:

Additional Survey and Easement Acquisition Work on the Arsenic Consolidation Project in accordance with the attached proposal dated May 21, 2024.

3. The Project Schedule is as follows:

One hundred twenty (120) business days in accordance with the attached proposal dated May 21, 2024.

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):

Time and materials not to exceed \$19,770 in accordance with the attached proposal dated May 21, 2024.

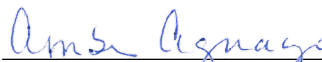
5. Deliverables to be provided under this Task Order are as follows:

Miscellaneous documents related to easement acquisition and topographic mapping as described in the attached proposal dated May 21, 2024.

DISTRICT

CONSULTANT

Kim Domingo, General Manager



Amber Aguayo, CFO/COO

Date

06/06/2024

Date



May 21, 2024

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

Subject: Proposal for Additional Work on the Arsenic Mitigation for Rosamond Community Services District Project for the High School Located on 30th Street West and Rosamond Blvd as well as Three (3) Additional Easements along the South side of Gobi Avenue

Dear Kim:

QK is pleased to provide this proposal to the Rosamond Community Services District (District) for assistance with the additional work needed to complete your Arsenic Mitigation Project located in Rosamond, California. This proposal contains a Project Understanding, Scope of Services, Schedule, Scope & Fee Summary, Exclusions and Assumptions, and a request for Authorization.

BACKGROUND/PROJECT UNDERSTANDING

The proposed pipeline project will be crossing a multitude of parcels and easements will be needed to construct and maintain the pipeline. The properties were identified by Assessor's Parcel Numbers (APNs) in a spreadsheet along with maps depicting three zones where the work will take place provided by the District. We understand that the current goal is to continue to provide legal descriptions and exhibits for the acquisition of the pipeline easements as well as attend meetings and prepare exhibits for the team. QK has been supporting the easement acquisition process being performed by Hamner Jewel & Associates (HJA) and will continue to do so as the various landowners either sign the documents or refuse to do so which causes possible re-design and additional acquisitions. For the purposes of this scope and fee, we expect that the District, the District's Real Estate Acquisition consultant (HJA), and the District's attorney will be taking the lead in the easement acquisition process.

APPROACH/SCOPE OF SERVICES

The following scope of services has been developed based on our understanding of the project as well as the stated objectives communicated by the emails received and meetings held with the District, HJA, and the District's consulting engineers GEI. Fees associated with the tasks identified in the Scope of Services section described herein are shown in the Scope & Fee Summary of this proposal.

TASK 1.0 EASEMENT PREPARATION

It is assumed that the HJA will provide QK with each Preliminary Title Report (with hyperlink attachments) for QK review. QK will review each Preliminary Title Report (PTR) and plot the easements described in the PTR. QK will prepare the legal description (Exhibit 'A') and exhibit depicting the easement (Exhibit 'B') for each of the parcels of land needed for the project based on record information. This task includes the three new easements along the South side of Gobi Avenue since one of the landowners on the North side refuses to sign and is based on the acquisition realignment needs of the project.

Deliverables:

- Exhibits 'A' and 'B' signed and sealed by a Professional Land Surveyor for each parcel.

TASK 2.0 ASSISTANCE DURING ACQUISITION PROCESS

QK will coordinate with the District, GEI, and HJA to address questions that may arise while obtaining the easements for each of the parcels. This task includes bi-weekly team meetings. Additional field surveying is included as needed and specific areas have now been identified that require limited topographic surveying from the intersection of Echo Drive and 30th Street West, along the West side of Rosamond High School, including the tank and east into the parking lot (approximately 2,000'), see attached Topographic Survey Scope Area below. Prior to the field work, we will coordinate with the High School for access.

SCHEDULE

Task	Description	Duration
1.0	Easement Preparation	30 business days
2.0	Assistance During Acquisition Process	90 business days
	Topographic Survey on High School property – due Mid June	17 business days
Total Duration		120 business days

SCOPE & FEE SUMMARY

Task	Description	Fee Type	Fee Amount
1.0	Easement Preparation	T&M	\$7,700
2.0	Assistance During Acquisition Process	T&M	\$12,070
Total Estimated Fee			\$19,770

Notes:

- Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
- All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
- When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.
- The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.

EXCLUSIONS AND ASSUMPTIONS

The following assumptions and limitations were made in the scoping of this proposal:

- Boundary and Topographic Survey is not included, except as described above on a limited basis.
- Construction Staking is not included.
- Record of Survey is not included.
- Corner Records are not included.
- Biological Monitoring is not included.
- Preliminary Title Reports are to be provided by the District.
- If it is determined that additional surveying services are required to provide sufficient information for the easements, QK will inform the District, and if approved, these surveying services will be completed on a time and materials (T&M) basis.
- This fee excludes any application fees, those fees associated with title company work such as preparation of Preliminary Title Report, and any fees of any kind.

AUTHORIZATION OF SERVICES

In order to authorize services described herein, please send us an Additional Services Amendment via a Task Order now that the Master Services Agreement has been approved. Typically, we can begin our services within three business days of the time authorization is received depending on client need and schedule constraints.

ADDITIONAL SERVICES

QK is a full-service firm that offers the following services if the need arises:

- Civil Design Engineering
- Construction staking
- Biological monitoring during construction
- Construction Management
- Annexation Map and Legal

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Kristie Achee at (661) 616-2600. We look forward to continuing working with you on this important project.

Sincerely,



Kristie Achee, PLS
Sr. Project Manager



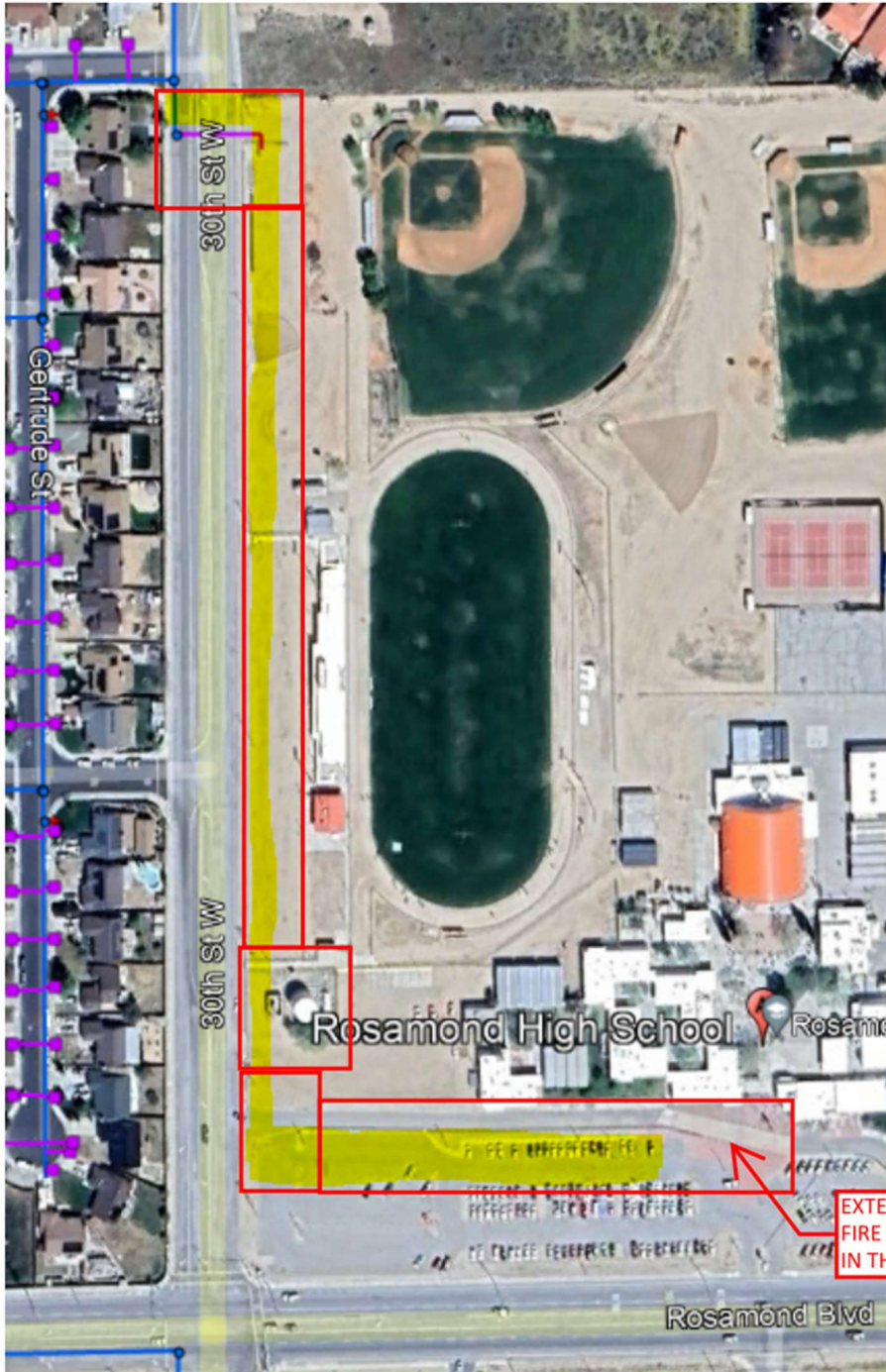
Garth Pecchenino, PE, PLS
Vice President of Technical Services

Enclosures: Topographic Survey Scope Area
Charge Rate Schedule

cc: Ron Wathen, QK

P240315/220135.01
KMA/GAP

Topographic Survey Scope Area



Charge Rate Schedule



2023 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Administrator	\$100 hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$96 hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$112 hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$122 hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$145 hour
Landscape Architect Technician	\$112 hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$118 hour
Associate Engineer	\$150 hour
Senior Associate Engineer	\$175 hour
Project Engineer	\$195 hour
Senior Engineer / City Engineer / District Engineer	\$230 hour
Principal Engineer	\$275 hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$88 hour
Assistant Planner	\$100 hour
Associate Planner / Associate Environmental Scientist	\$121 hour
Senior Associate Environmental Scientist	\$140 hour
Senior Associate Planner	\$145 hour
Senior Environmental Scientist	\$173 hour
Senior Planner / Senior Landscape Architect	\$173 hour
Principal Planner / Principal Environmental Scientist	\$195 hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$215 hour
Construction and Project Management	
Field Construction Observer	\$130 hour
Senior Field Construction Observer	\$152 hour
Assistant Construction Manager / Assistant Project Manager	\$121 hour
Associate Project Manager	\$139 hour
Associate Construction Manager / Associate Field Construction Observer	\$142 hour
Project Manager	\$146 hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$163 hour
Senior Project Manager	\$187 hour
Senior Construction Manager	\$190 hour
Principal Construction Manager / Principal Project Manager	\$210 hour
Surveying	
Assistant Surveyor	\$113 hour
Associate Surveyor	\$130 hour
Senior Associate Surveyor	\$160 hour
Project Surveyor	\$178 hour
Senior Surveyor	\$190 hour
One-Person Survey Crew	\$155 hour
Two-Person Survey Crew	\$250 hour
Three-Person Survey Crew	\$350 hour
UAV Pilot	\$178 hour
UAV Flight Observer	\$130 hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77/mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/20/2022

Field Operations Report Sewer – May 15 , 2024

FID	MH From	MH To	LENGTH	Date_clean	CLEAN_NOTE
537	812	813	271.13	8/14/2024	Debris in sys between MH 810 to 813
538	804	810	286.05	8/14/2024	Debris in sys between MH 810 to 813
539	810	811	274.49	8/14/2024	Debris in sys between MH 810 to 813
540	811	812	294.01	8/14/2024	Debris in sys between MH 810 to 813
600	802	804	123.44	8/14/2024	Debris in sys between MH 810 to 813

Sewer Report: 1,250 feet cleaned Period 5/1 – 5/15

1. Calls from customers – 1
2. Sewer Camera footage – 0 ft
3. Illicit discharges -0
4. FOG inspections – 0
5. Pest Control measures – Boric acid
6. SSO 's – 0
7. Manhole inspections - 6
8. We are still communicating with Edison to have power moved closer to our lift station on Apple blossom Ave. A service request has been initiated.
9. Found issues caused by contractors relating to sewer manholes being covered and debris entering our collection system.



Debris found in our collection system being removed



Covered manhole located and exposed

Field Operations Report Water – May 15 , 2024

ADDRESS	Date
3236 Campbell	5/2/2024
3035 Erica	5/2/2024
3640 Banyon	5/2/2024
3032 Perdot	5/2/2024
2421 Dixie	5/6/2024
3340 Firebush	5/6/2024
3926 Parkside	5/6/2024
3218 Erica	5/6/2024
3625 Lyons	5/7/2024
3625 Scherer	5/7/2024
2706 Knox	5/9/2024
3609 Gold Stone	5/9/2024
3365 Discovery	5/9/2024
3307 Kellie	5/9/2024
3331 Garnet	5/13/2024
3207 Garnet	5/13/2024
3365 Voyager	5/13/2024
3542 San Jacinto	5/14/2024
3101 Myrtle	5/14/2024

1. Work Orders- 62
2. Meter Reading - 5/16
3. Lock Offs - 5/7
4. Door Tags - 5/15
5. USA Dig Alert - 18
6. Main Breaks - 0
7. System Flushing - None
8. Graffiti - 2 Locations
9. Asphalt Patching - 1
10. Lead and Copper Rule service line investigations - 515/515 addresses.
11. Rosamond Blvd. Project: 23/23 Sewer manholes, 33/33 Water valve cans lowered.



Leak repair by Public Works Dept

Development and Construction

1. Hill View Homes is continuing tract 6306 next to our public works bldg. They have started the next phase of construction with 6 more homes that just had meters installed and passed sewer lateral inspection.
2. K. Hovanian is continuing development as planned on tract 7391. They are building their Monte Rosa model homes on the empty lots on Half Dome that they purchased from Frontier. We have installed 6 new meters on Pamela Ave.
3. Legacy Homes is continuing tract 6455 development as planned. They are building new homes on lots 1-8 on Sonya Ave. They have completed the sewer lateral inspections for 8 lots on Andrew Ave. Pamela and Christy Ave and have passed the hydrostatic pressure test and disinfection of the water main.
4. Tropico Middle School is continuing development to the school addition. New portable buildings are being set. No new reportable action to our infrastructure.
5. The Crossings condominium park is currently expanding on Sedona and Rosamond Blvd. There is construction going on now and will be tying into our sewer and water system. They are adding 18 units. Gall bros construction has potholed our sewer main and is preparing to tie in and build the new manhole.
6. Rosamond school district is planning to tie into our water system at the High School as part of the Arsenic consolidation program. The Public Works staff has potholed our water main in multiple areas to determine size in preparation.
7. Bowman Asphalt has repaved Rosamond Blvd. They will still need to come back and stripe. The district is currently seeking bids to raise our utilities back to grade.



K. Hovanian model home nearing completion

Field Operations Report Sewer – May 29 , 2024

FID	MH From	MH To	LENGTH	Date_clean	CLEAN_NOTE
50	446	445	355.25	5/22/2024	Clear
851	439	438	328.76	5/22/2024	Clear
852	438	437	204.07	5/22/2024	Clear
853	437	440	146.29	5/22/2024	Clear
854	440	441	279.87	5/22/2024	Clear
855	442	441	341.64	5/22/2024	Clear
856	443	442	334.42	5/22/2024	Clear
857	441	444	277.54	5/22/2024	Clear
858	444	641	279.74	5/22/2024	Clear
859	642	641	343.33	5/22/2024	Clear
860	643	642	333.38	5/22/2024	Clear
862	445	444	363.06	5/22/2024	Clear
272	187	186	280.94	5/20/2024	Clear
324	156	192	280.62	5/20/2024	Clear
325	192	191	279.70	5/20/2024	Clear
326	189	157	149.87	5/20/2024	Clear
328	190	188	267.16	5/20/2024	Clear
329	191	190	265.64	5/20/2024	Clear
1004	186	157	277.18	5/20/2024	Clear
1005	66	187	277.76	5/20/2024	Clear

Sewer Report: 5,660 feet cleaned Period 5/15 – 5/29

1. Calls from customers – 1
2. Sewer Camera footage – 0 ft
3. Illicit discharges - 0
4. FOG inspections – 0
5. Pest Control measures – Boric acid
6. SSO 's – 1 Hillview Homes sewer line (contractor owned)
7. Manhole inspections - 29
8. We are still communicating with Edison to have power moved closer to our lift station on Apple blossom Ave. A service request has been initiated.
9. Found issues caused by contractors relating to sewer manholes being covered and debris entering our collection system.



Concrete left in manhole by contractor causing flow issues



More concrete found downstream in manhole. The builder has been notified to clean all manholes in this area.

Field Operations Report Water – May 29 , 2024

ADDRESS	Date
3211 Glendower	5/15/2024
2017 Eastwind Ct	5/15/2024
3303 Sierra HWY #5	5/16/2024
1341 Bedford	5/16/2024
5511 Astoria	5/21/2024
3543 San Jacinto	5/22/2024
3303 Sierra HWY #66	5/24/2024
3208 Vicente	5/28/2024
1241 Barrington	5/28/2024
3849 Knox	5/28/2024

10 Leaks Repaired

1. Work Orders- 44
2. Meter Reading - 6/13
3. Lock Offs - 6/4
4. Door Tags - 6/19
5. USA Dig Alert - 11
6. Main Breaks - 0
7. System Flushing - None
8. Graffiti - 2 Locations
9. Asphalt Patching - 4
10. Lead and Copper Rule service line investigations - 515/515 addresses.

Development and Construction

1. Hill View Homes is continuing tract 6306 next to our public works bldg. They have started the next phase of construction with 6 more homes that just had meters installed and passed sewer lateral inspection.
2. K. Hovanian is continuing development as planned on tract 7391. They have completed their Monte Rosa model homes and have already made a few sales.
3. Legacy Homes is continuing tract 6455 development as planned.
4. Tropico Middle School is continuing development to the school addition. New portable buildings are being set. No new reportable action to our infrastructure.
5. The Crossings condominium park is currently expanding on Sedona and Rosamond Blvd. There is construction going on now and will be tying into our sewer and water system. They are adding 18 units. Gall bros construction has potholed our water main and will be tapping in soon. We just had a job walk to go over plans.
6. Rosamond school district is planning to tie into our water system at the High School as part of the Arsenic consolidation program. The Public Works staff has potholed our water main in multiple areas to determine size in preparation.
7. Bowman Asphalt has been awarded the raising of utilities and will begin soon.
8. Trakell tract will begin construction hopefully by July to install new service lines. Contract has not been awarded yet.



Completed K. Hovnanian models on Half Dome ct.