



Tehachapi-Cummings County Water District

Our Water • Our Future

Directors:

John M. Ables
Gerald Davis
Jonathan Hall
Joseph B. Sasia
Robert W. Schultz

Officers:

Robert W. Schultz, *President*
Jonathan Hall, *Vice President*
Thomas P. Neisler, *General Manager*
Catherine Adams, *Secretary*
Crystal Sampson, *Treasurer*

AGENDA

Regular Meeting of the Board of Directors

April 16, 2025, at 3:00 PM

Location: Tehachapi-Cummings County Water District
22901 Banducci Road, Tehachapi, CA 93561

1. Call to Order and Roll Call
2. Announcement: The meeting is being audio recorded, including all Board, Staff, and Public comments.
3. Flag Salute
4. Approval of Agenda
5. Comments by any Party on Items of Interest Within the Subject Matter Jurisdiction of the Legislative Body
 - a. Public comments may be made:
 - i. In person at location above
 - ii. Via email in advance of meeting to cadams@tccwd.com
 - iii. Via US Mail at address below
6. Consent Calendar - Consent items are considered routine and are intended to be acted upon as a single item, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the President will give the Board the opportunity to remove any item from the Consent Calendar to be discussed and voted on individually. The President will also give staff and the public the opportunity to request any item be discussed individually, in which case the President will determine whether the item will be removed from the Consent Calendar. The remaining Calendar will be acted upon. Any removed items will then be heard and acted upon individually.
 - a. Approve Minutes of the Adjourned Regular Board Meeting of March 26, 2025
 - b. Approve Financial Report and Payment of Bills
7. General Manager's Report
8. Operations Report
9. Presentation by Tehachapi Resource Conservation District
10. Approve Rate Increase for Legal Services from LeBeau Thelen, Attorneys at Law
11. Approve License Agreement for Weather Station with WeatherTools, Inc.
12. Schedule Ad-Hoc Budget Committee Meeting
13. Board of Directors Comments
14. Closed Session – President to reference Closed Sessions items as presented on Agenda, then Board to adjourn to Closed Session
 - a. In Accordance with Exhibit A Attached hereto, TCCWD v. City of Tehachapi *Et al.*
 - b. In Accordance with Exhibit B Attached hereto, DWR v. All Persons Interested in Authorization of WaterFix Revenue Bonds, et al.; DWR v. All Persons Interested In The Matter of the Authorization of Delta Program Revenue Bonds, *Et al.*
 - c. In Accordance with Exhibit C Attached hereto, Rosedale-Rio Bravo WSD *Et al.* v. Kern County Water Agency *Et al.*
 - d. In Accordance with Exhibit D Attached hereto, City of Tehachapi vs. TCCWD
 - e. In Accordance with Exhibit E Attached hereto, City of Tehachapi vs. TCCWD
 - f. In Accordance with Exhibit F Attached hereto, Real Property Negotiator APN 402-091-16
15. Return to Open Session
 - a. Report Action Taken in Closed Session
16. Adjournment

Note: A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request that the District (1) make agendas available in appropriate alternative formats, and (2) provide a disability-related modification or accommodation, including auxiliary aids or services, to participate in any public meeting of the Board of Directors. A request for modification or accommodation shall be made in person, or by telephone, facsimile or written correspondence to the General Manager at the District's office at least seven days before the public meeting for which the modification or accommodation is requested.



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: County of Sacramento Superior Court Case No. Case No. 34-
2022-80003892
Name of Case: TCCWD v. City of Tehachapi *Et al.*

2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
3. Performance Evaluation: _____
Title: _____
4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: _____
Unrepresented Employee: _____



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(Gov. Code § 54954.5)

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Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: Two Cases
Names of Cases: DWR v. All Persons Interested in Authorization of WaterFix Revenue Bonds, et al.; DWR v. All Persons Interested In The Matter of the Authorization of Delta Program Revenue Bonds, et al.
2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
3. Performance Evaluation: _____
Title: _____
4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: Not Applicable
Unrepresented Employee: _____



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(Gov. Code § 54954.5)

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Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: KCSC No. BCV 21100418 TSC
Name of Case: Rosedale-Rio Bravo WSD *Et al.* v. Kern County Water Agency
Et al.

2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

- 1. Appointment: _____
Title: _____
- 2. Employment: _____
Title: _____
- 3. Performance Evaluation: _____
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Employee Organization: _____
Unrepresented Employee: _____



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(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: KCSC Case No. BCV-23-104134
Names of Cases: City of Tehachapi vs. Tehachapi-Cummings County Water District

2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
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4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: Not Applicable
Unrepresented Employee: _____



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: KCSC Case No. BCV-24-101512
Names of Cases: City of Tehachapi vs. Tehachapi-Cummings County Water District
2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
3. Performance Evaluation: _____
Title: _____
4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: Not Applicable
Unrepresented Employee: _____



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: APN 402-091-16
Proposed District Negotiator: Tom Neisler, General Manager
Negotiating Parties: Weather Tools, Inc.
Subject of Conference: Terms, Price and Conditions of Sale or Lease

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

- Existing Litigation: _____
Name of Case: _____

- Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

- Appointment: _____
Title: _____
- Employment: _____
Title: _____
- Performance Evaluation: _____
Title: _____
- Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: Not Applicable
Unrepresented Employee: _____

MINUTES

**TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
March 19, 2025 *Adjourned to* March 26, 2025, 3:00 P.M.
22901 Banducci Road, Tehachapi, CA 93561**

Item 1. Call to Order and Roll Call

Directors Present: Ables, Hall, Sasia, Schultz Davis arrived at 3:04pm

Legal Counsel Present: Robert Kuhs

Staff Present: Catherine Adams, Jon Curry, Tom Neisler, Crystal Sampson

Item 2. Announcement

President Schultz announced this meeting is being audio recorded, including all Board, Staff, and Public comments.

Item 3. Flag Salute

The Pledge of Allegiance was led by President Schultz.

Item 4. Approval of Agenda

Director Hall moved to approve the agenda. Director Sasia seconded the motion, and it was carried on the following vote: Ayes: Ables, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: Davis. Motion passed.

Item 5. Comments by any Party on Items of Interest and Within the Subject Matter Jurisdiction of the Legislative Body

Neisler stated he received an email yesterday from Jay Schlosser (City of Tehachapi) containing a letter addressed to him with a request to distribute to the Board. He distributed the email as soon as it was received. Hard copies of the letter have been placed at each Director's seat as well as on the back table for the Public.

Item 6. Consent Calendar - Consent items are considered routine and are intended to be acted upon as a single item, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the President will give the Board the opportunity to remove any item from the Consent Calendar to be discussed and voted on individually. The President will also give staff and the public the opportunity to request any item be discussed individually, in which case the President will determine whether the item will be removed from the Consent Calendar. The remaining calendar will be acted upon. Any removed items will then be heard and acted upon individually.

- a. Approve Minutes of the Regular Board Meeting of February 19, 2025
- b. Approve Financial Report and Payment of Bills
- c. Receive and File 2024 Annual Watermaster Report for Tehachapi Basin and Cummings Basin

President Schultz asked if there were any items the Board, Staff or Public would like to remove for discussion, and Director Ables removed Item b and Neisler removed Item c.

Director Ables moved to approve Item a of the Consent Calendar. Director Sasia seconded the motion, and it was carried on the following vote: Ayes: Ables, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: Davis. Motion passed.

For Item b, Director Ables asked questions on the type of ballast that was purchased, and Curry explained the details. Director Ables moved to approve Item b of the Consent Calendar. Director Sasia seconded

the motion, and it was carried on the following vote: Ayes: Ables, Davis, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: None. Motion passed.

For Item c, Neisler noted that the Base Water Rights table contained in the Tehachapi Basin Watermaster Report is as of March 1, 2024. In accordance with the Judgment, water rights transferred after that date will be effective next year and will appear on the 2025 report. The Tehachapi Basin report will be filed with the Kern County Superior Court and even though the court no longer files the Cummings Basin report, it will still be published as it contains a lot of useful information. President Schultz moved to approve Item c of the Consent Calendar. Director Sasia seconded the motion, and it was carried on the following vote: Ayes: Ables, Davis, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: None. Motion passed.

Item 7. General Manager's Report

Neisler reported on the following:

- The Table A Allocation increased from 35% to 40%. The State Water Contractors (SWC) reported that exports into the system have been approximately 6,000 CFS against a 15,000 CFS capacity. SWC discussed the amount of water that has been lost to the ocean and made a plea once again for an adaptive management program rather than an unrestricted flows approach to managing endangered species.
- He displayed the current Reservoir Conditions chart noting that Lake Oroville is at 121% of average, Lake Shasta is at 111% of average, and San Luis Reservoir is at 104% of average. The capacity that is available in the San Luis Reservoir is Central Valley Project capacity, not State Water Project capacity. He further explained how DWR reported one capacity amount and then changed it, yet San Luis Reservoir has been full for weeks and the allocation is only at 40%.
- He reported on the biological operations under which the two projects operate, the fish counts and Incidental Take Permits limits and the affect this is having on the flows into the project.
- With water flowing into the ocean since January, the San Luis Reservoir is not spilling and an unintended consequence is that there is no Article 21 water available.
- The Northern Sierra snowpack is 118% of the April 1st average. The snow water content in that snowpack is more than 110% of the April 1st average.
- If the Delta Conveyance Project (DCP) was operational, it is estimated that more than 750,000 AF of water could have been captured and used through the DCP this water year, and more than a million acre-feet last year.
- The State reported that the Los Vaqueros Reservoir Expansion Project has been abandoned. The project was funded primarily by local water contractors, but with a \$500 billion state contribution through bond proceeds. The local contractors had been supporting the project for 10 years, and since it was not making any progress, they said, "enough is enough" and walked away from it. The State has \$500 million unspent bond revenue funds and a stack of approved, shovel-ready off-stream storage projects but they are not working to move any projects forward.
- The District experienced a significant mainline failure where the pipe split longitudinally. The Pipeline crew removed and replaced almost 30 feet of pipe, encased it in concrete and backfilled it. Kudos to Curry, Oldham, and the crew for overcoming the obstacles to procure the pipe and getting it installed.
- He reminded everyone the Pump Plant Tour is scheduled for April 17th and 18th.
- He reviewed the precipitation charts noting that the Northern Sierra station is at 119% year-to-date, Central part of the state is at 76%, and the Southern part is at 95%.
- He offered to answer any questions the Board or Public may have.

Director Sasia asked where the mainline break was, and Curry described the location. Director Hall asked if the Metropolitan Water District is doing anything about the allocations and Neisler confirmed they are actively engaged and complaining about it as well. President Schultz asked questions on the Incidental

Take Permit and Neisler described the restrictions on flow are based on the flows in the San Joaquin River and explained the how the restrictions are calculated, and discussion took place.

Item 8. Operations Report

Curry reported on the following:

- The Pump Plant 3 Engine Replacement project is moving forward but there has been another setback. The engine side couplings were ordered months ago, but the contractor supplying those had reorganization and relocation of their manufacturing facilities overseas and stated they could not deliver those until the end of the year. Staff has been working to procure the couplings from an alternate source and those should be delivered in three to four weeks. These will require some alterations to the new drive lines, but it is better than not having the engines available. The right angle drives have been delivered and installed. The current goal is to have the engines up and running by May 1st.
- The two lower pictures attached to the Staff Report illustrate the new structure that's been completed for the exhaust and the silencers, as well as the new right angle drives in the backside of the engines at Plant 3. The first exhaust piping was installed out the back on Engine 3-1, and the silencers have been delivered.
- Brite Lake data for March 21, 2025, was: elevation 4350.2', volume 899.4 AF, and level 24.2'. The Tehachapi Basin extraction wells and recharge facilities are currently shut down.
- He described the details of the projects and tasks completed by the Pumping Systems and Pipeline Departments as listed in the Staff Report.
- He described additional tasks completed this month such as completion of the Property Schedule update for the JPIA insurance renewal, reviewed and processed Pay Request #5, received proposals for weed abatement and met with CALCAD, the GIS contractor to discuss goals and needs of the District.
- The new GIS Technician, Brandon Kirby, was onboarded and hit the ground running. He is doing a great job and was able to participate in the CALCAD meeting.
- Looking ahead, Operations Staff will be completing the Electronic Annual Report for the Public Water System and the Cross Connection Control Plan according to SWRCB guidelines.
- He offered to answer any questions the Board or Public may have.

Neisler described further details of the engine side coupling issue Curry discussed at the beginning of his report and commended WM Lyles, Curry and the operations team on staying engaged and figuring out solutions to make this project work. They are all doing a great job. Neisler displayed the picture of Plant 4, Engine 4 attached to the Staff Report that was reinstalled this month and pointed out how great it looks. That engine is 30 years old and was removed, torn down in the District shop, rebuilt to this condition in-house and reinstalled. He stated that the work the District's mechanics do is phenomenal and he enjoys sharing the great condition of these plants on the tour so people can see what these employees do every day. He is proud of these crews and honored to be a part of the team.

Item 9. Approve Requests for Temporary Assignment of Water Rights

Adams stated this is an annual item in which Tehachapi Basin water rights owners are allowed to temporarily lease out their water rights for one calendar year at a time. The process involves submitting a Temporary Assignment of Water Rights form, signed by both parties and notarized prior to March 1st of each calendar year. In this particular year, that date fell on a weekend, so the deadline was extended to the following Monday, March 3rd. Attachment A is a table listing the names of those transferring rights and the amount of Allowed Pumping Allocation it equates to. Attachment B is copies of the actual transfer forms submitted by the deadline. This item is for the Board to consider approving these transfers for this calendar year, ending December 21, 2025. She offered to answer any questions the Board or Public may have. Director Hall asked where the water Kern County is leasing will be applied and Adams stated it is used at the landfill each year.

Director Sasia moved that the Board approve the 2025 Temporary Assignment of Water Rights for all parties listed in Table 3, Attachment A. Director Hall seconded the motion, and it was carried on the following vote: Ayes: Ables, Davis, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: None. Motion passed.

Item 10. Approve Fulfillment of 2024 Voluntary Banked Water Reserve Account Requests

Neisler stated this item was tabled at last month's meeting, hoping to resolve some outstanding items and although that didn't happen, we have an alternate approach to present today. The District received requests for 2024 voluntary banked water from the City of Tehachapi for 500 AF, from Grimmway Farms for 250 AF, and from Chanac Creek Mutual Water Company for 10 AF.

Neisler recommends that the District retain the "right of first refusal" to buy banked water back at the cost it was sold, in the event that the buyer chooses to dispose of it. The water is sold at a very heavily subsidized price, about a third of the actual cost of importing the water. In Tehachapi Basin, the cost for the District to recharge that water to the customer is \$477/AF. The full unsubsidized cost for that water is \$1,385/AF. In Cummings Basin, the District sales the water for \$400/AF but the cost to import is the same, \$1,385/AF. The intent would be for the "right of first refusal" to be a condition contained in any Term M&I Agreement and any Voluntary Bank Water Reserve Agreement (non-M&I customers).

The District has one Voluntary Bank Water Reserve Agreement in effect, and it contains a provision to buy back the water at the cost in effect at the time they choose to sell, so the District would pay the increased rates. The existing Term M&I Agreements do not contain any provision to buy back the water. Because the proposed revisions have not been agreed to by the parties the District is negotiating with, Neisler suggests that some other form of agreement, a legally enforceable contract, with the "right of first refusal" provision, the Staff recommendation is to honor those requests subject to the provision being executed and payment received for those supplies.

The 2025 banked water requests have been received, and they will be considered at the end of calendar year 2025, once the District knows exactly what the importation was and how much water is available. The 2025 requests were 200AF from the City and 250 AF from Grimmway. He offered to answer any questions the Board or Public may have.

Director Hall asked questions about the fully amortized cost of the water and Neisler discussed the costs and provisions of the water. President Schultz confirmed with Neisler that the District has water available to fulfill 100% of the 2024 banked water requests.

President Schultz moved that the Board of Directors allocate 100% of the requested amounts of 2024 voluntary banked water transfers requested, subject to a "right of first refusal" clause and payment being received. President Schultz seconded the motion, and it was carried on the following vote: Ayes: Ables, Davis, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: None. Motion passed.

Item 11. Adopt Resolution 04-25, Regarding Various Aspects of Continuing Delta Conveyance Project Participation

Neisler stated this is a complicated topic and he is going to give a deep dive into the information, so he offered everyone to stop him at any time. The Delta Conveyance Project (DCP) is at a point of full participation and is in the pre-construction and planning phase. The Board originally approved the District's participation in 2020 with funding for the calendar years 2021 and 2022. In 2022, the Board approved Amendment No. 1 to the contract to provide funding for 2023 and 2024. It was anticipated that there would be a request for additional funding for 2025 and 2026, but there has been significant questions raised from the contractors that are participating in the project about the details of the funding that's been provided, what the ultimate costs are going to be, etc. Rather than putting forth this second

amendment last year, DWR absorbed the cost of operating the Delta Construction Authority, the entity doing the planning and pre-construction work on the project, internally and through the funding they had on hand for 2025. There was no request in 2025, and the second amendment has been brought forth for consideration in 2026. The Kern County Water Agency is the one who will actually hold the contract amendments with DWR is considering these amendments at their board meeting tomorrow. He will be providing the District's decision to KCWA tonight after the meeting. He pointed out that the proposed resolution includes consideration of the final Environmental Impact Report and findings for the project.

Attachment A is a copy of the original contract signed in 2020. Attachment B is Amendment No. 1 and Attachment C is the District resolution. Attachments D and E are the costs associated with the entire KCWA for this contract amendment. The total cost for the 2026 and 2027 requests for the entire DCP is \$300,000,000. The KCWA is slightly less than 25% of the entire project and the cost to the agency member units who are choosing to participate is about \$32,000,000. Of that amount, the cost for the District for the next two years combined is about \$1,400,000. The total cost to the District to date (first 5 years of the project) is \$1,621,000. If the Board approves this amendment and the District's certification that they comply with or agree to the EIR, the total cost to the District through commitment will be \$3,048,000. These costs are paid entirely out of proceeds from the Ad-Valorem Tax that is set annually and collected with county property taxes. For the next several years, the District will fund its DCP commitment from the existing reserves without having to raise the Ad-Valorem Tax rate. Now as the project continues and starts being built, the tax rates will have to go up to cover those costs over the next 20 years.

Attachment F is the DCP Schedule showing that the original proposed completion date of 2037 has been pushed back to 2044, primarily because of the delays in approving the EIR, which is now approved and certified. Several lawsuits have been filed against the project but the Governor's Administration has stated they are in favor of the project so it can be assumed that they will work to streamline the litigation. The original estimate of total project costs was \$16 billion in 2020 and now the estimate is \$20 billion with a 35% contingency amount. Neisler explained there was a change from the original two alignments to the Bethany alignment into the Bethany Reservoir. That eliminates two lift stations and two tunnel boring stations, which saved billions of dollars.

This item is for the Board to consider adoption of Resolution 04-25, which states findings and authorizes the President and the Board Secretary to adopt the resolution as a standard and authorizes the General Manager to execute the contract amendment. This approach is the way it's being done for consistency and ease of transmittal amongst all the member units. Approval of this resolution also indicates that the District anticipates maintaining 100% participation in the project.

Claudia Elliott asked questions regarding the overall purpose of the project and Neisler confirmed that the primary benefit of the DCP is to increase State Water Project delivery reliability. It will provide additional water in certain water year types. The last two years, there would have been more than a million acre feet of additional water available for export into the projects if the tunnel project had been built. That will not be the case every year, in low flow years, the project will not provide any water at all, but in high flow years, it will provide additional supplies through Article 21 water and additional Table A Allocation. Elliot asked further questions on the concern for fish and Neisler explained how the pumping and flow affect the habitat, and the new design will take the water into Clifton Court Forebay before it gets to the pumps and the Delta will mitigate a lot of the concerns. Robert Kuhs had a follow up question to Elliott's regarding whether this year would have been a year Article 21 water would have been available. Neisler stated it would have and explained the reasoning.

Director Hall moved that the Board adopt Resolution 04-25, (1) CONSIDERING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DELTA CONVEYANCE PROJECT (STATE CLEARINGHOUSE NO.

2020010227); (2) MAKING RESPONSIBLE AGENCY FINDINGS FOR THE DELTA CONVEYANCE PROJECT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") AND STATE CEQA GUIDELINES SECTION 15096; (3) ADOPTING CEQA FINDINGS OF FACT FOR THE DELTA CONVEYANCE PROJECT UNDER STATE CEQA GUIDELINES SECTION 15091; (4) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS UNDER STATE CEQA GUIDELINES SECTION 15093 FOR PRE-CONSTRUCTION WORK RELATED TO THE DELTA CONVEYANCE PROJECT; AND (5) AUTHORIZING THE BOARD PRESIDENT AND SECRETARY TO EXECUTE SECOND AMENDMENT TO FUNDING CONTRACT WITH KERN COUNTY WATER AGENCY SETTING FORTH THE DISTRICT'S CONTRIBUTION OF ADDITIONAL MONEY FOR THE DISTRICT'S SHARE OF THE DELTA CONVEYANCE PROJECT PLANNING AND PRE-CONSTRUCTION COSTS FOR CALENDAR YEARS 2026-2027 IN AN AMOUNT NOT TO EXCEED \$1,427,443.00. Director Sasia seconded the motion, and it was carried on the following vote: Ayes: Ables, Davis, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: None. Motion passed.

Item 12. Appoint Real Property Negotiator for Lease Agreement APN 402-091-16

Neisler stated he has been working with a vendor that provides services that are valuable to the District, but he cannot discuss proprietary commercial information in Open Session. He is interested in acquiring data in the future at a reduced cost by leasing a very small parcel of land to this vendor on Pump Plant 1. The small facility will be approximately a two foot square concrete pad that will require not require any District utilities; it will use solar power and cellular communications. This item is to appoint Neisler as the Real Property Negotiator. A full disclosure will be provided to the Public prior to the proposal that the lease be executed.

Director Sasia moved that the General Manager be appointed as the Real Property Negotiator for potential transactions involving APN 402-091-16. President Schultz seconded the motion, and it was carried on the following vote: Ayes: Ables, Davis, Sasia, Schultz; Noes: None; Abstain: Hall; Absent: None. Motion passed.

Item 13. Provide Update on Proposals for New Storage Facility

Curry stated he was hoping to bring back some bids for approval but unfortunately no qualified bids were received. Requests for Bids were sent out on February 21st and a job walk was scheduled for February 28th, but no contractors attended. The bid submission deadline was March 13th and only one proposal was received for materials only, so the bid was disqualified.

Staff would like to create a new project scope with timelines that are not as aggressive. The feedback given from a couple of contractors was that it was just too aggressive of a contract and schedule to get the project completed. The project will be rolling over into the 2025-26 CIP and the timeline will be extended. The updated project scope is attached with the new dates. Hopefully, this will result in receiving some qualified bids to bring back to the Board. He offered to answer any questions and there were none.

Item 14. Board of Directors Comments

Director Hall commented that the economic conditions for contractors that build steel buildings will be very good for a little bit and then they won't be very good at all.

President Schultz stated the letter from the City of Tehachapi is available for public on the back table. He is extremely disappointed to read that they do not want to negotiate, or talk, just go to court. He feels that is a waste of taxpayer resources and he is not happy to see it. It would be great if the City was willing to work within the needs of the people of the area, as well as the duty of this District, which is the role as a watermaster. It is our duty to make sure that the basins are kept safe and healthy. The District is willing to work with the City, but it looks like the City is no longer willing to negotiate. Director Hall added that

the reclaimed water issue is unfortunate, but it follows the law; this Board has not made any arbitrary decisions, it is just following the law.

Item 15. Adjourn to Closed Session

President to reference Closed Session items as presented on Agenda, then Board to adjourn to Closed Session.

- a. In Accordance with Exhibit A Attached hereto, TCCWD v. City of Tehachapi *Et al.*
- b. In Accordance with Exhibit B Attached hereto, DWR v. All Persons Interested in Authorization of WaterFix Revenue Bonds, et al.; DWR v. All Persons Interested In The Matter of the Authorization of Delta Program Revenue Bonds, *Et al.*
- c. In Accordance with Exhibit C Attached hereto, Rosedale-Rio Bravo WSD *Et al.* v. Kern County Water Agency *Et al.*
- d. In Accordance with Exhibit D Attached hereto, City of Tehachapi vs. TCCWD

Neisler announced earlier this month, the District celebrated its 60th anniversary of the formation and acceptance by the California Secretary of State. The District had a big ceremony last year for the 50th anniversary of importing water so it did not warrant the expense of having another big ceremony. It is a significant milestone that does deserve acknowledgment and in celebration, a commemorative cake is provided in the back. He asked the Directors to pose for a photo with the cake prior to it being cut and shared. Congratulations on 60 years of excellent service to our community and thank you for your involvement!

The Board adjourned to Closed Session at 4:30 p.m.

Item 16. Return to Open Session

The Board returned to Open Session at 6:17 p.m.

Report Action Taken in Closed Session:

- a. No reportable action.
- b. No reportable action.
- c. No reportable action.
- d. No reportable action.

Item 17. Adjournment

The meeting adjourned at 6:17 p.m. on a motion made by Director Hall, seconded by Director Sasia and carried on the following vote: Ayes: Ables, Davis, Hall, Sasia, Schultz; Noes: None; Abstain: None; Absent: None. Motion passed.

Robert W. Schultz, Board President

Catherine Adams, Board Secretary



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: County of Sacramento Superior Court Case No. Case No. 34-
2022-80003892
Name of Case: TCCWD v. City of Tehachapi *Et al.*

2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
3. Performance Evaluation: _____
Title: _____
4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: _____
Unrepresented Employee: _____



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: Two Cases
Names of Cases: DWR v. All Persons Interested in Authorization of WaterFix Revenue Bonds, et al.; DWR v. All Persons Interested In The Matter of the Authorization of Delta Program Revenue Bonds, et al.
2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
3. Performance Evaluation: _____
Title: _____
4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: Not Applicable
Unrepresented Employee: _____



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: KCSC No. BCV 21100418 TSC
Name of Case: Rosedale-Rio Bravo WSD *Et al.* v. Kern County Water Agency
Et al.

2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

- 1. Appointment: _____
Title: _____
- 2. Employment: _____
Title: _____
- 3. Performance Evaluation: _____
Title: _____
- 4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: _____
Unrepresented Employee: _____



CLOSED SESSION ITEM DESCRIPTIONS

(Gov. Code § 54954.5)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8.)

Description of Property: _____
Proposed District Negotiator: _____
Negotiating Parties: _____
Subject of Conference: _____

B. CONFERENCE WITH LEGAL COUNSEL (Gov. Code § 54956.9.)

1. Existing Litigation: KCSC Case No. BCV-23-104134
Names of Cases: City of Tehachapi vs. Tehachapi-Cummings County Water District

2. Anticipated Litigation: _____
Gov. Code § 54956.9 (b): _____
Gov. Code § 54956.9 (c): _____

C. PUBLIC EMPLOYEES (Gov. Code § 54957.)

1. Appointment: _____
Title: _____
2. Employment: _____
Title: _____
3. Performance Evaluation: _____
Title: _____
4. Discipline/Dismissal/Release: _____

D. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6.)

Agency Negotiator: _____
Employee Organization: Not Applicable
Unrepresented Employee: _____

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
Income Statement: February 28, 2025

% of Year Remaining 33%

	One Month Actual	Year To Date Actual	Year To Date Budget	Better (Worse) Than Budget	Annual Budget	% Remain
GENERAL FUND (70)						
Revenues:						
Operating Revenues:						
Water Sales - Ag	(7,362)	1,426,600	1,629,613	(203,013)	2,625,000	46%
Water Sales - M&I	967	335,737	473,823	(138,086)	675,000	50%
Water Sales - Wheeled	-	21,260	8,790	12,470	35,000	39%
Water Sales - Surplus	-	59,183	65,000	(5,817)	65,000	9%
Water Sales-Recycled Water	368	13,299	19,746	(6,447)	35,000	62%
Water Sales-Recharge BWRA	-	-	150,000	(150,000)	225,000	100%
BL Storage Fee	-	11,372	6,664	4,708	10,000	-14%
Water Services	838	73,979	64,392	9,587	76,000	3%
Other Operating Revenues	1,080	26,392	84,302	(57,910)	147,600	82%
Total Operating Revenues	(4,109)	1,967,822	2,502,330	(534,508)	3,893,600	49%
Non-Operating Revenues:						
General Taxes	69,919	4,238,381	4,329,250	(90,869)	7,200,000	41%
Other Revenues	62	64,228	207,600	(143,372)	358,000	82%
Capital Contributions	-	5,600	13,336	(7,736)	20,000	72%
Total Non-Operating Revenues	69,981	4,308,209	4,550,186	(241,977)	7,578,000	43%
Total Revenues	65,872	6,276,031	7,052,516	(776,485)	11,471,600	45%
Expenses:						
Administration Dept.						
Salaries & Benefits	83,362	776,012	811,378	35,366	1,173,100	34%
Operations & Maintenance	79,231	631,160	648,947	17,787	956,300	34%
Debt Service	-	260,625	260,625	-	1,051,250	75%
Capital Outlay	500	4,853	505,000	500,147	505,000	99%
Total Administration	163,093	1,672,650	2,225,950	553,300	3,685,650	55%
Pipeline Dept.						
Salaries & Benefits	64,414	592,990	680,728	87,738	944,800	37%
Operations & Maintenance	64,297	266,535	338,454	71,919	493,600	46%
Capital Outlay	-	191,071	840,000	648,929	840,000	77%
Total Pipeline	128,711	1,050,596	1,859,182	808,586	2,278,400	54%
Pumping Dept.						
Salaries & Benefits	60,922	721,941	805,020	83,079	1,154,700	37%
Operations & Maintenance	162,791	1,946,608	2,521,004	574,396	3,793,900	49%
Capital Outlay	-	249,479	485,000	235,521	555,000	55%
Total Pumping	223,713	2,918,028	3,811,024	892,996	5,503,600	47%
Total General Fund						
Salaries & Benefits	208,698	2,090,943	2,297,126	206,183	3,272,600	36%
Operations & Maintenance	306,319	2,844,303	3,508,405	664,102	5,243,800	46%
Debt Service	-	260,625	260,625	-	1,051,250	75%
Capital Outlay	500	445,403	1,830,000	1,384,597	1,900,000	77%
Total Expenses	515,517	5,641,274	7,896,156	2,254,882	11,467,650	51%
Net Income (Loss)	(449,645)	634,757	(843,640)	1,478,397	3,950	

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
Income Statement: February 28, 2025

% of Year Remaining 33%

	One Month Actual	Year To Date Actual	Year To Date Budget	Better (Worse) Than Budget	Annual Budget	% Remain
BOARD-DESIGNATED RESERVE FUNDS						
EMERGENCY (71)						
Revenues:						
Interest Earnings	405	9,387	8,500	887	17,000	45%
Total Revenues	405	9,387	8,500	887	17,000	45%
Expenses:						
Total Expenses	-	-	-	-	-	0%
Net Income (Loss)	405	9,387	8,500	887	17,000	
WATER BANKING RESERVE (72)						
Revenues:						
Operating Revenues:						
Water Services	-	(3,975)	-	(3,975)	-	0%
Total Operating Revenues	-	(3,975)	-	(3,975)	-	0%
Non-Operating Revenues:						
Interest Earnings	2,628	56,865	51,500	5,365	103,000	45%
Total Non-Operating Revenues	2,628	56,865	51,500	5,365	103,000	45%
Total Revenues	2,628	52,890	51,500	1,390	103,000	49%
Expenses:						
Operations & Maintenance	-	-	50	50	50	100%
Total Expenses	-	-	50	50	50	100%
Net Income (Loss)	2,628	52,890	51,450	1,440	102,950	
MAJOR REPAIR & OVERHAUL (81)						
Revenues:						
Interest Earnings	1,731	39,967	36,000	3,967	72,000	44%
Total Revenues	1,731	39,967	36,000	3,967	72,000	44%
Expenses:						
Total Expenses	-	-	-	-	-	0%
Net Income (Loss)	1,731	39,967	36,000	3,967	72,000	
EQUIP/INFRA - RPLC/UPGRD (83)						
Revenues:						
Interest Earnings	2,780	63,410	57,900	5,510	115,800	45%
Total Revenues	2,780	63,410	57,900	5,510	115,800	45%
Expenses:						
Total Expenses	-	-	-	-	-	0%
Net Income (Loss)	2,780	63,410	57,900	5,510	115,800	
TAX REVENUE LIABILITY (85)						
Revenues:						
Interest Earnings	1,280	29,576	26,650	2,926	53,300	45%
Total Revenues	1,280	29,576	26,650	2,926	53,300	45%
Expenses:						
Total Expenses	-	-	-	-	-	0%
Net Income (Loss)	1,280	29,576	26,650	2,926	53,300	
RATE STABILIZATION (87)						
Revenues:						
Interest Earnings	636	14,669	13,250	1,419	26,500	45%
Total Revenues	636	14,669	13,250	1,419	26,500	45%
Expenses:						
Total Expenses	-	-	-	-	-	0%
Net Income (Loss)	636	14,669	13,250	1,419	26,500	

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
Income Statement: February 28, 2025

% of Year Remaining 33%

	One Month Actual	Year To Date Actual	Year To Date Budget	Better (Worse) Than Budget	Annual Budget	% Remain
RESTRICTED RESERVE FUNDS						
ENGINE PROJECT (73)						
Revenues:						
Interest Earnings	11,417	190,091	-	190,091	-	0%
Total Revenues	11,417	190,091	-	190,091	-	0%
Expenses:						
Operations & Maintenance	556	47,428	206,666	159,238	320,000	85%
Capital Outlay	356,933	8,311,223	7,000,000	(1,311,223)	7,000,000	-19%
Total Expenses	357,489	8,358,651	7,206,666	(1,151,985)	7,320,000	-14%
Net Income (Loss)	(346,072)	(8,168,560)	(7,206,666)	(961,894)	(7,320,000)	
IMPROVEMENT DISTRICT NO. 2 (76)						
Revenues:						
General Taxes	48	3,089	2,220	869	3,700	17%
Interest Earnings	2	51	50	1	100	49%
Total Revenues	50	3,140	2,270	870	3,800	17%
Expenses:						
Operations & Maintenance	-	-	-	-	40,200	100%
Total Expenses	-	-	-	-	40,200	100%
Net Income (Loss)	50	3,140	2,270	870	(36,400)	
IMPROVEMENT DISTRICT NO. 3 (77)						
Revenues:						
General Taxes	100	6,434	4,920	1,514	9,300	31%
Interest Earnings	206	4,632	4,250	382	8,500	46%
Total Revenues	306	11,066	9,170	1,896	17,800	38%
Expenses:						
Operations & Maintenance	-	-	-	-	9,200	100%
Total Expenses	-	-	-	-	9,200	100%
Net Income (Loss)	306	11,066	9,170	1,896	8,600	
STATE PAYMENT (82)						
Revenues:						
Special Taxes	(11,833)	2,713,055	2,111,270	601,785	3,321,500	18%
Interest Earnings	8,454	184,636	113,300	71,336	226,600	19%
Total Revenues	(3,379)	2,897,691	2,224,570	673,121	3,548,100	18%
Expenses:						
Operations & Maintenance	-	2,342,574	2,321,880	(20,694)	4,041,200	42%
Total Expenses	-	2,342,574	2,321,880	(20,694)	4,041,200	42%
Net Income (Loss)	(3,379)	555,117	(97,310)	652,427	(493,100)	
FLOOD CONTROL BENEFIT ASSESSMENT (86)						
Revenues:						
Benefit Assessments	(121)	68,394	68,265	129	109,000	37%
Interest Earnings	1,162	26,525	23,400	3,125	46,800	43%
Total Revenues	1,041	94,919	91,665	3,254	155,800	39%
Expenses:						
Operations & Maintenance	-	24,829	41,360	16,531	109,000	77%
Total Expenses	-	24,829	41,360	16,531	109,000	77%
Net Income (Loss)	1,041	70,090	50,305	19,785	46,800	

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
Income Statement: February 28, 2025

% of Year Remaining 33%

	One Month Actual	Year To Date Actual	Year To Date Budget	Better (Worse) Than Budget	Annual Budget	% Remain
<u>DISTRICT TOTAL (All Funds)</u>						
Revenues:						
Operating Revenues	(4,109)	1,963,847	2,502,330	(538,483)	3,893,600	50%
Non-Operating Revenues	88,876	7,718,990	7,071,661	647,329	11,691,100	34%
Total Revenues	84,767	9,682,837	9,573,991	108,846	15,584,700	38%
Expenses:						
Salaries & Benefits	208,698	2,090,943	2,297,126	206,183	3,272,600	36%
Operations & Maintenance	306,875	5,259,134	6,078,361	819,227	9,763,450	46%
Debt Service	-	260,625	260,625	-	1,051,250	75%
Capital Outlay	357,433	8,756,626	8,830,000	73,374	8,900,000	2%
Total Expenses	873,006	16,367,328	17,466,112	1,098,784	22,987,300	29%
Net Income (Loss)	(788,239)	(6,684,491)	(7,892,121)	1,207,630	(7,402,600)	

DISTRICT TOTAL (Excluding Debt-Financed Capital Project - Fund 73)

DISTRICT TOTAL (All Funds)						
Net Income (Loss)	(788,239)	(6,684,491)	(7,892,121)	1,207,630	(7,402,600)	
Less: ENGINE PROJECT (73)						
Net Income (Loss)	(346,072)	(8,168,560)	(7,206,666)	(961,894)	(7,320,000)	
Net Income (Loss) Excluding Fund 73	(442,167)	1,484,069	(685,455)	2,169,524	(82,600)	

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
CASH BALANCES AS OF FEBRUARY 28

<u>DISTRICT FUNDS</u>	2025	2024	CHANGE
GENERAL FUND (70)	3,961,466	2,384,595	1,576,871
<u>BOARD-DESIGNATED RESERVES</u>			
EMERGENCY (71)	430,835	416,851	13,984
WATER BANKING (72)	2,793,013	2,297,548	495,465
MAJOR REPAIRS & OVERHAUL (81)	1,839,329	1,771,218	68,111
EQUIP./INFRA. - REPL./UPGR. (83)	2,955,087	2,840,302	114,785
TAX REVENUE LIABILITY (85)	1,670,075	1,310,173	359,902
RATE STABILIZATION (87)	675,604	650,582	25,022
<u>RESTRICTED RESERVES</u>			
ENGINE PROJECT (73)	3,325,887	11,887,245	(8,561,358)
IMPROVEMENT DISTRICT NO. 2 (76)	3,153	2,583	570
IMPROVEMENT DISTRICT NO. 3 (77)	220,066	199,573	20,493
STATE PAYMENT (82)	9,054,049	7,222,538	1,831,511
BENEFIT ASSESSMENT DISTRICT NO. 1 (86)	1,239,596	1,178,140	61,456

DISTRICT TOTAL	28,168,160	32,161,348	(3,993,188)
	=====		

**COUNTY OF KERN
MONTHLY CASH BALANCE**

As of Date: 2/28/2025

FUND	FUND NAME	AS OF DATE	TREASURERS CASH	WARRANTS PAYABLE	AUDITORS CASH
60170	TEHACHAPI-CUMMINGS WATER M & O	02/28/2025	\$830.43	\$0.00	\$830.43
60176	TEHACHAPI-CUMMINGS WAT IMP #2	02/28/2025	\$0.00	\$0.00	\$0.00
60177	TEHACHAPI-CUMMINGS WAT IMP #3	02/28/2025	\$0.00	\$0.00	\$0.00
60182	TEH-CUM CO WATER-STATE PAYMENT	02/28/2025	(\$11,064.08)	\$0.00	(\$11,064.08)
60186	TEH CUM WT-FLD CON BEN ASSM AR	02/28/2025	(\$121.57)	\$0.00	(\$121.57)
60188	TCCWD INVESTMENT ACCOUNT	02/28/2025	\$20,010.53	\$0.00	\$20,010.53
			\$9,655.31	\$0.00	\$9,655.31

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

March 04, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

DISTRICT TREASURER
P.O. BOX 326
TEHACHAPI, CA 93581

[Tran Type Definitions](#)

//

Account Number:

February 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	13,111.25
Total Withdrawal:	0.00	Ending Balance:	13,111.25

CAMP Pool - Account Reconciliation

February 28, 2025						
Bank Activity				G/L Allocation		
Date	Description	GL Acct #	CAMP Pool	Interest Earnings	Cash- BMO	G/L Balance
	Beginning Balance	10160	\$ 7,858,538.12			\$ 7,858,538.12
2/6/2025	Transfer (to)/from BMO	10110	(2,630,000.00)	-	(2,630,000.00)	(2,630,000.00)
2/19/2025	Transfer (to)/from BMO	10110	(1,210,000.00)	-	(1,210,000.00)	(1,210,000.00)
2/28/2025	Interest Earnings	40231	18,235.23	18,235.23	-	18,235.23
	Ending Balance	10160	\$ 4,036,773.35	\$ 18,235.23	\$ (3,840,000.00)	\$ 4,036,773.35
			Bank	40231	10110	10160

U.S. Bank - Managed Investment Account Reconciliation

February 28, 2025												
Bank Activity							G/L Allocation					
Date	Description	GL Acct #	Cash & Equivalents	Taxable Bonds at Book Value	Market Value Adj - Only Recorded at YE	US Bank Investments	Interest Earnings	Bank & Admin Svcs	FV Adj Allowance Sub-Account - Only Adjusted at YE	G/L Balance @ Cost	Total Adjusted GL Balance	G/L
	Beginning Balance	10170	\$ 41,454.86	\$ 17,714,180.93	\$ 392,872.92	\$ 18,148,508.71			\$ 123,852.28	\$ 17,755,635.79	\$ 17,879,488.07	
2/3/2025	Taxable Interest - reinvested	40231	-	2.63	-	2.63	2.63	-	-	2.63	2.63	
	Transfers between assets		2.63	(2.63)	-	-	-	-	-	-	-	
2/25/2025	Taxable Interest - not reinvested	40231	1,050.00	-	-	1,050.00	1,050.00	-	-	1,050.00	1,050.00	
2/28/2025	Taxable Dividends - paid	40231	131.90	-	-	131.90	131.90	-	-	131.90	131.90	
2/25/2025	Monthly Trustee Fees	50207	(150.72)	-	-	(150.72)	-	(150.72)	-	(150.72)	(150.72)	
	Fair Value Adjustment	40232	-	-	114,225.00	114,225.00	-	-	-	-	-	
	Ending Balance	10170	\$ 42,488.67	\$ 17,714,180.93	\$ 507,097.92	\$ 18,263,767.52	\$ 1,184.53	\$ (150.72)	\$ 123,852.28	\$ 17,756,669.60	\$ 17,880,521.88	G/L
			(0.00)	-	-	-	40231	50207	10170-01	10170-00		

Only booked at YE Assets at MV

U.S. Bank - Bond Account Reconciliation
Held by Trustee

2023 REVENUE CERTIFICATES OF PARTICIPATION
 Trust Agreement dated June 1, 2023

Bond Proceeds	12,062,601.15
Par Amount	10,925,000.00
Premium	1,137,601.15
Reserve Fund (surety bond issued by the Insurer; not a District asset)	1,055,500.00

February 28, 2025											
Bank Activity									G/L Allocation		
Date	Description	GL Acct #	Certificate Payment Fund	Interest Fund	Principal Fund	Prepayment Fund	Aquisition Fund	Total Fiscal Agent Cash	Interest Earnings	Cash- BMO	G/L Balance
	Beginning Balance	73-00-10150	\$ 53,774.22	\$ -	\$ -	\$ -	\$ 4,989,546.48	\$ 5,043,320.70			\$ 5,043,320.70
2/3/2025	Interest	73-00-40231	117.28	-	-	-	-	117.28	117.28	-	117.28
2/26/2025	Draw: Requisition #6	73-00-10150	-	-	-	-	(1,479,056.72)	(1,479,056.72)	-	(1,479,056.72)	(1,479,056.72)
2/3/2025	Interest	73-00-40231	-	-	-	-	11,299.93	11,299.93	11,299.93	-	11,299.93
	Transfers Between Accounts		11,299.93	-	-	-	(11,299.93)	-	-	-	-
	Ending Balance	73-00-10150	\$ 65,191.43	\$ -	\$ -	\$ -	\$ 3,510,489.76	\$ 3,575,681.19	\$ 11,417.21	\$ (1,479,056.72)	\$ 3,575,681.19
								Bank	73-00-40231	73-00-10110	73-00-10150

CHECK REGISTER
For the Period from
April 11, 2025 to April 11, 2025

Check #	Name	Line Description	Amount
10197	Above & Beyond Energy Serv.	Engine System Manager Training	\$2,246.19
10198	ACWA/JPIA	Medical/Dental/Vision/EAP Premiums	\$39,469.61
10199	AT & T Mobility	Cellular Service/Device Payment - March	\$440.08
10200	Automotive Radiator Serv. Inc	Install Necks on Risers	\$303.10
10201	Autozone	ATC Blade Fuse PL17	\$13.08
10202	B & B Surplus Inc	Aluminum Tube/Angle Iron	\$367.84
10203	BACSCO	48 x 48 Bar Return Grille	\$2,493.49
10204	Bakersfield Drug Testing	Pre-Employment Test/Random Selection Test	\$100.00
10205	Cashco, Inc	Pressure Reducing Regulator	\$6,829.22
10206	CCFST	SS Tube Fittings (8)	\$292.53
10207	Cintas Corp	Uniform Service-March	\$1,289.45
10208	City of Tehachapi	Share of 4/1/25 Assessment Fee	\$2,000.00
10209	Coast to Coast Computer Products	HP Toner (4)	\$385.31
10210	Cooper Machinery Services	Gaskets/Seal Orings/Exhaus System and Wastegate Gaskets	\$652.31
10211	Core & Main	Cla Val Wye Strainers(3)/Mesh/Flanges/PVC Pipe/Tee/Repair Clamp/Glue	\$18,784.19
10212	Delaney & Ahlf Diesel Service	Straight Tubing	\$28.60
10213	Duro-Sense Corporation	Thermo Couples	\$1,073.30
10214	Eastern Kern APCD	Authority to Construct PP4	\$782.00
10215	EMTS	Monthly Landscape Maintenance-March	\$1,008.15
10216	Esquivel's Janitorial Service	General Office Cleaning	\$500.00
10217	Fastenal	Primer/Pipe Tape/Towels/Cap Screws/Lock Washers/Flat Washers	\$396.83
10218	General Office Machine	Copy Charges-March	\$118.53
10219	Grainger W.W.	Kneeling Pads/Absorbent Powder/Faucet/Radiator Hose/Hazmat Waste Drums/Absorbent Sock	\$1,013.33
10220	Griswold Industries	CV Speed Control 3/8" Stainless Steel	\$479.76
10221	Insight	LED Monitors/Arms for LCD Displays	\$357.69
10222	Kern Auto Parts, Inc	Fuel Filter PP41	\$261.94
10223	Kern County Assessor Admin Serv	60186 Assessment Roll App Fee	\$220.00
10224	Kern County Water Agency	Cross Valley Canal Litigation Costs 2022-24	\$1,411.00
10225	LeBeau -Thelen, LLP	General Legal-March	\$9,650.50
10226	Lee, Steve (Announce Solutions)	Website Hosting/Monthly Maintenance/Update GIS Software/Load SCADA on Ipad	\$1,080.00
10227	Level 3 Communications	Office Telephones	\$2,644.13
10228	McCrometer, Inc	Accuracy Test 13-4" Meters, 1-4" Meter/Repair 11- 8" Meter Props/8" Ultra Mag Meter	\$33,323.30
10229	Optimized Investment Partners, LLC	Investment Advisory Services-March 2025	\$2,266.24
10230	O'Reilly Auto Parts	Fuel Filters for Fuel Island	\$56.81
10231	Orkin	Pest Control Services-Office,Shop, PP4, PP5	\$361.00
10232	P & J Electric	Emergency Callout-Check E-Generator	\$539.46
10233	Pacific Mechanical Supply	SS Single Braid Metal Hose (8)	\$1,479.12
10234	Petty Cash Reimbursement	Ratchet Repair Kits/Certificates of Mailing(5)/Silicone/Tech Screws/Birthday Cards for Staff	\$128.89

CHECK REGISTER
For the Period from
April 11, 2025 to April 11, 2025

Check #	Name	Line Description	Amount
10235	VOID	Wrong Vendor	\$0.00
10236	Robinson Welding Supply	Oxygen/Acetylene	\$252.51
10237	Royal Industrial Solution	Nut/Ferrule Sets/Connectors/Union/Elbows	\$1,970.75
10238	RSI	Vehicle Gas/Diesel-March	\$5,388.83
10239	Ruhrpumpen	Ship Pump P1 E4 to Tulsa	\$2,875.00
10240	Seal & Packing Supply	Oil Seal/Gaskets	\$837.73
10241	Shreds Unlimited	Shredding Service-March	\$50.00
10242	Silvas Oil Company	Lubricante Analysis Kit/Mobile SHC 630 (275 Gal)	\$14,665.85
10243	Skoo'kum Water Company	Monthly Monitoring-Jan-March/Backflow Prevention Test & Cert.	\$979.00
10244	Stockdale Aire	Diagnose Furnace	\$400.00
10245	The Tire Store	PP34 Oil Change/PL16 Oil Change	\$120.00
10246	Timken Gears & Service	Seals/Filter Elements/Right Angle Gear Drives (2)	\$110,080.58
10247	Twin Eagle Resource Management	Natural Gas-SoCal	\$71.57
10248	Waste Management-Kern County	Porta Pottie Service-PP1,2,3,4 & Shop/Recycling,Gate Fees	\$765.08
10249	Waukesha-Pearce Ind.	Centrifuge Service Kits	\$2,914.12
10250	WM Lyles	Pay Request #6	\$280,050.50
		TOTAL	\$556,268.50
Pd Via Wire	US Bank	Debt Service Payment (P & I) of \$790,625 Less Cash on Hand	\$707,302.04
		Total Paid	\$1,263,570.54

ADDED CHECK REGISTER
For the Period from
March 27, 2025 to March 27, 2025

Check #	Name	Line Description	Amount
10196	Pacific Mechanical Supply	Garlock Style Gaskets / Complete Seal Assembly	\$10,847.95
Total Checks			\$10,847.95

ADDED CHECK REGISTER
 For the Period from
 April 15, 2025 to April 15, 2025

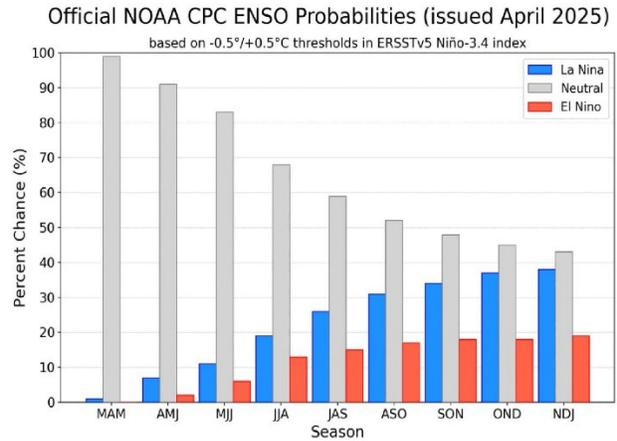
Check #	Name	Line Description	Amount
10251	ACWA/Joint Powers Insurance Authority	Workers Comp-3rd Quarter	\$6,645.55
10252	CARB/PERP	150kW Portable Generator PERP Invoice	\$735.00
10253	Home Depot Credit Services	Wood/PVC Fittings & Pipe/Ice Melt/Repair/Concrete/Ladder/J Hooks	\$1,792.44
10254	Karls Hardware	Galv Fittings/SCH 40 Fittings & Pipe/Galvanized Fittings/Ball Valves	\$1,092.12
10255	Mojave Pipeline Operating Company	Transportation Costs-March	\$261.02
10256	Packet Fusion	Shoretel Partner Support (8.5 Months w/No Phones)	\$1,560.00
10257	PG & E	Electricity Charges-PP1,2 - March	\$923.56
10258	Pioneer Law Group	Legal Fees-March	\$19,791.00
10259	SoCal Gas	Natural Gas-PP4-March	\$459.75
10260	Southern California Edison	Electricity Costs-Office, Shop,Wells / Interconnection Charge	\$18,697.15
10261	Sta-Clean Products	Heavy Duty Antifreeze 50/50 (55 Gals.)	\$4,697.10
		Total Checks	\$56,654.69
Pd Via ACH	UMPQUA Bank Credit Cards	Magazine Article Display/O-Ring Kit/Ink for Postage Machine/Copy Paper/Anniversary Cake/Caps	\$2,792.02
		Total Paid	\$59,446.71



MANAGER'S REPORT – APRIL 16, 2025

SUMMARY

So much for the La Niña condition projected for this winter. As the graph at right indicates, it is officially over. Oh La Niña, we hardly knew ye. In the graph, blue is La Niña, brown is El Niño and grey is neutral. Neutral ENSO winters bring highly variable precipitation amounts. There have been 21 ENSO neutral winters, 15 with below average precipitation, 7 with above average precipitation. Add this to the wildly variable precipitation we have seen the last three years and the only logical conclusion that anyone can draw at this time is that it's anyone's guess what we can expect. It's too bad we don't have a more reliable prediction method we can utilize. Sneak peek at today's agenda: stay tuned!



STATEWIDE/REGIONAL

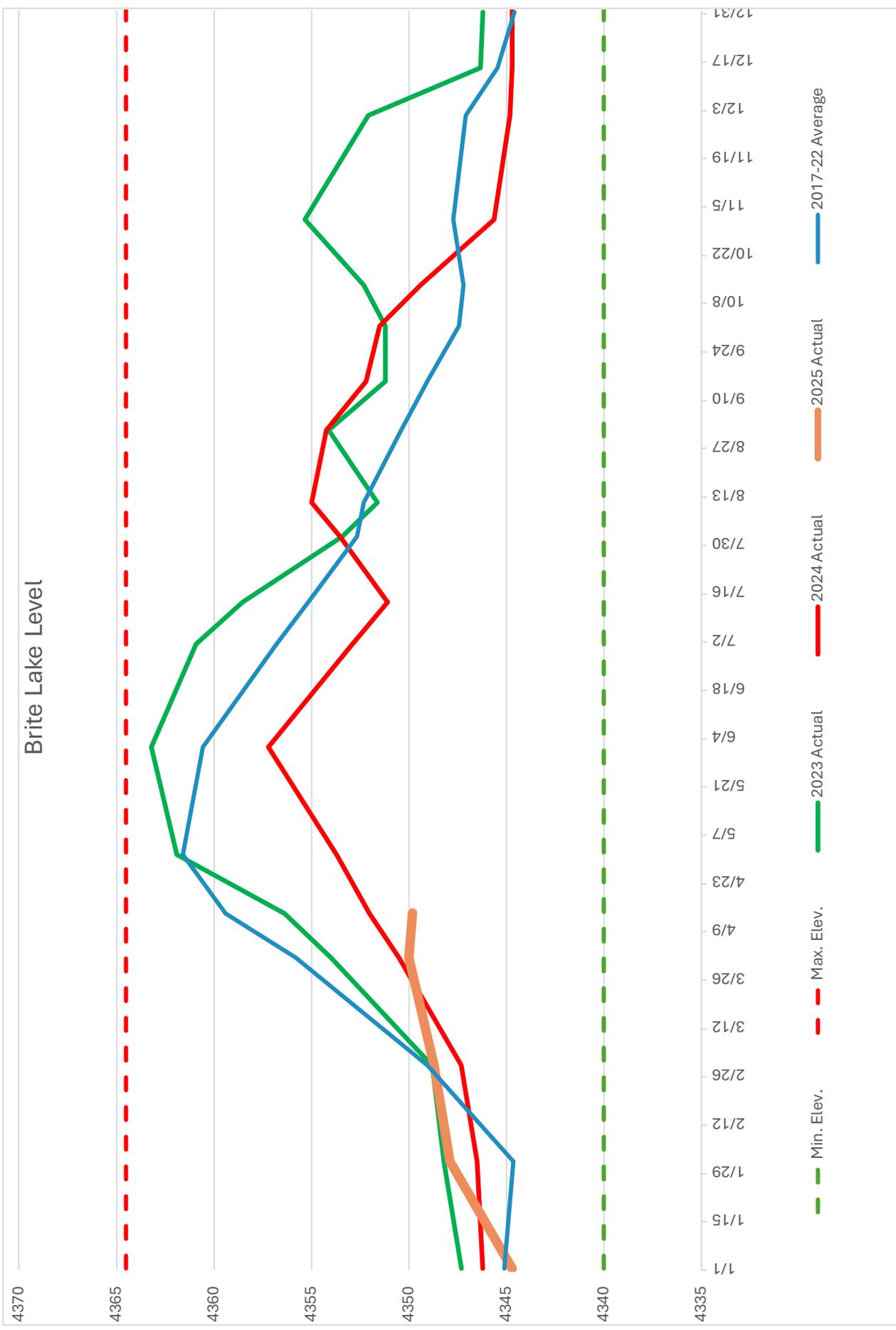
- The 2025 Table “A” allocation was increased to 35% on February 25 and to 40% on March 25. The allocation remains at 40%. Conditions would seem to warrant an allocation increase; however, at this late date such an increase will provide limited benefit.
- The KCWA Board of Directors approved the DCP planning and pre-engineering agreement at their RBM on March 27, as anticipated. It appears as if KCWA Member Unit funding levels were as presented at our March 26 RBM. The executed, final agreement has not yet been received from KCWA.
- As we move into spring, the operating limits on exports from the Delta are limited by different factors than earlier in the year. Usually, this results in lower flows. As of Tuesday, April 8, SWP pumping was at 600 cfs. Estimates are that this rate may be maintained through May. With the downstream reservoirs virtually flow, the impact is minimized.
- The entire Sacramento San Joaquin Delta is protected by 1,100 miles of earthen, mostly peat, levees that were constructed in the early 1900’s. I have previously described the vulnerability of the SWP water supply should a significant levee breach occur. The Delta Stewardship Council recently released a report stating that more than \$1 billion is required for levee repairs within the next five years and more than \$3 billion by 2050. These estimates reinforce the necessity for the Delta Conveyance Project to reduce reliance on SWP supplies through the Delta.

LOCAL

- The Engine Project is approaching completion. We have been hampered by supply issues and delays. The tariff turmoil has impacted Customs inspections and delivery schedules have been thrown out the window. We will monitor lake levels and provide as much water to our customers as possible. We are investigating contingency options.
- For the second time this year, we have suffered another mainline break in Cummings Valley. We are investigating some pressure anomalies preceding the break as well as some pipeline condition analysis.
- The new 30” lake meter installation was successfully installed and is fully operational, ahead of system startup.
- Natural gas prices are very volatile at this time. Consequently, I am monitoring the situation and waiting for some stability before committing to future supplies.

OTHER ITEMS

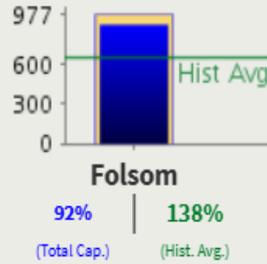
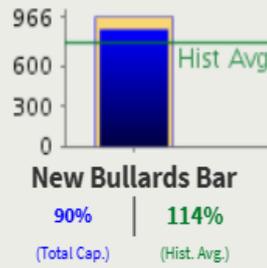
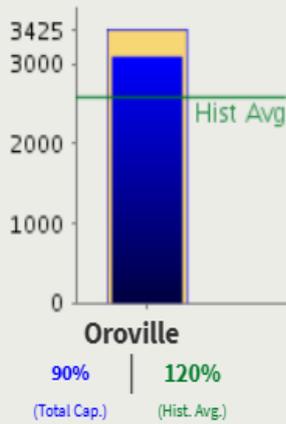
- Our annual Pump Plant Tour will take place tomorrow and Friday. We are full up for both days. It looks like the weather will be beautiful and we may even see some wildflowers this year.
- The Spring ACWA Conference will be in Monterey on May 13-15. I will attend along with Directors Hall and Sasia. Director Hall will also attend the JPIA conference preceding ACWA. ACWA JPIA will also be hosting a gathering for Leadership Alumni, celebrating the program’s tenth year. Both Jon and I are graduates, and Paul Dutcher is currently attending this valuable program. I was a member of the charter cohort 10 years ago. Time flies.



CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:10-APR-2025

Data as of Midnight: 10-Apr-2025

Change Date:

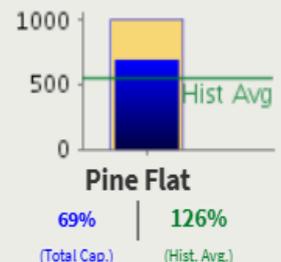
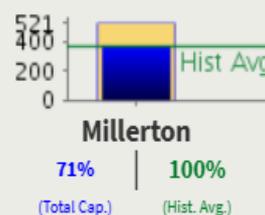
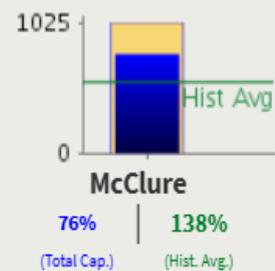
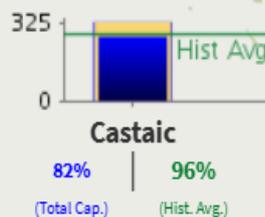
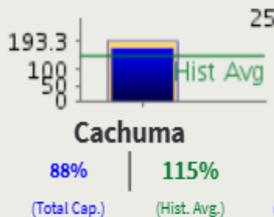
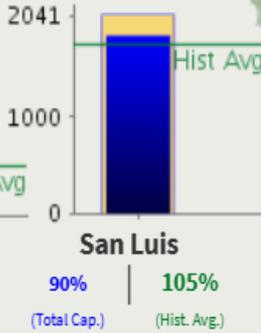
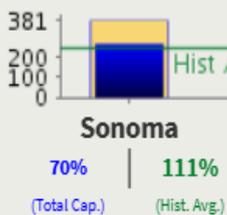
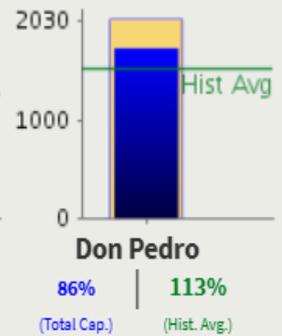
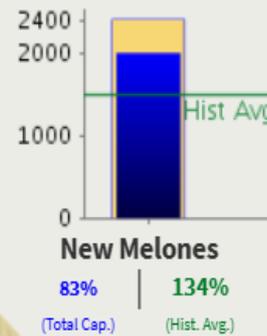
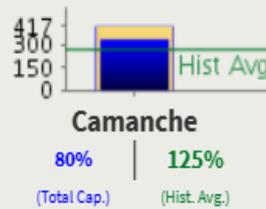
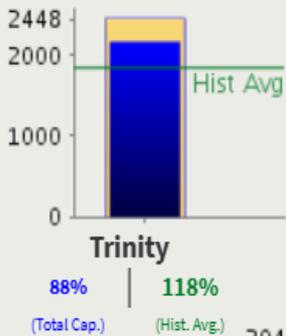


LEGEND

- Blue Bar:** Storage level for date
- Gold Bar:** Total reservoir capacity
- Green Line:** Historic level for date.

Capacity (TAF) | Historical Avg Mark

% of Capacity | % Hist. Avg.
(Click res. 3 char. code for details)

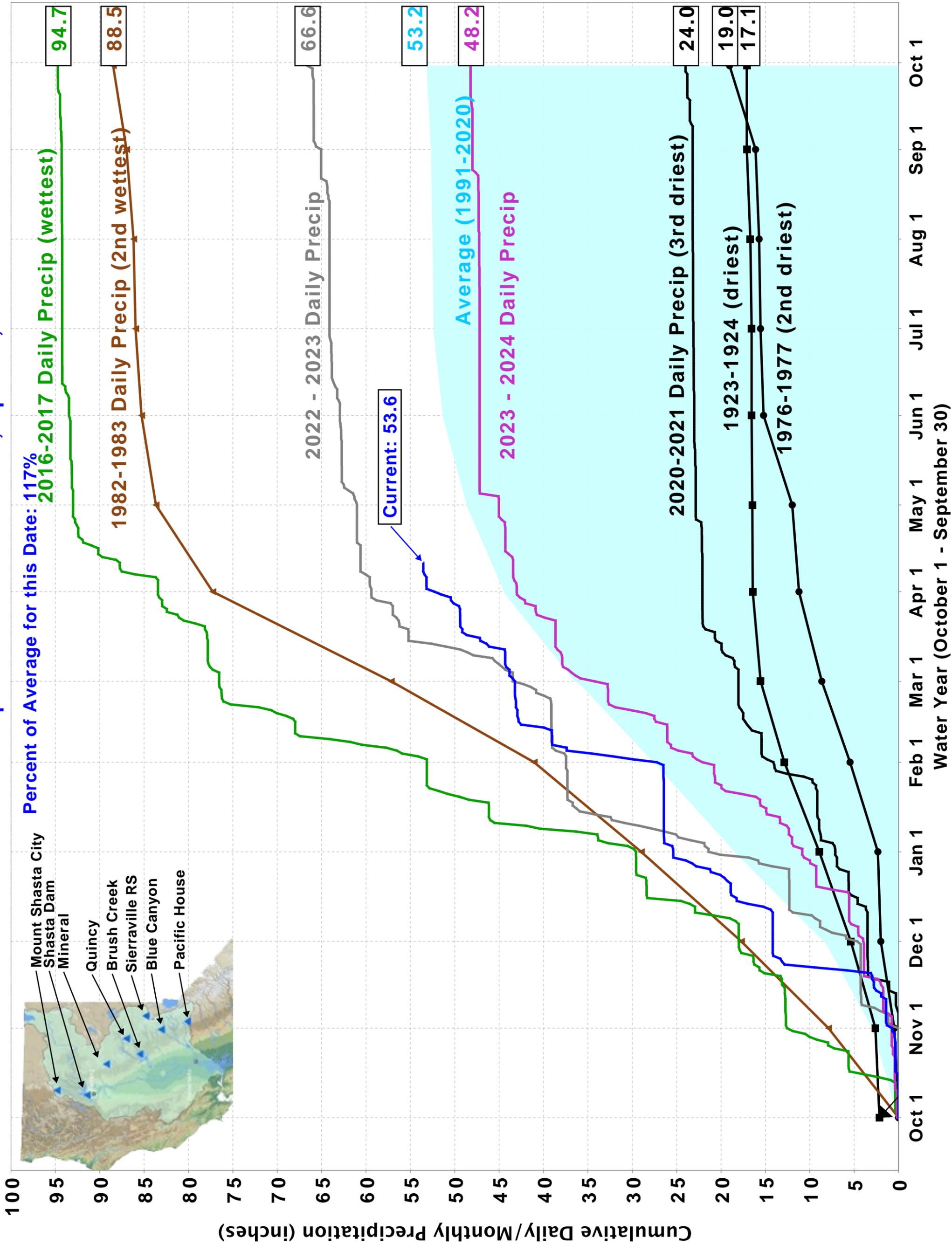


[Click to download printable version of current data.](#)

Report Generated: 11-Apr-2025 1:29 PM

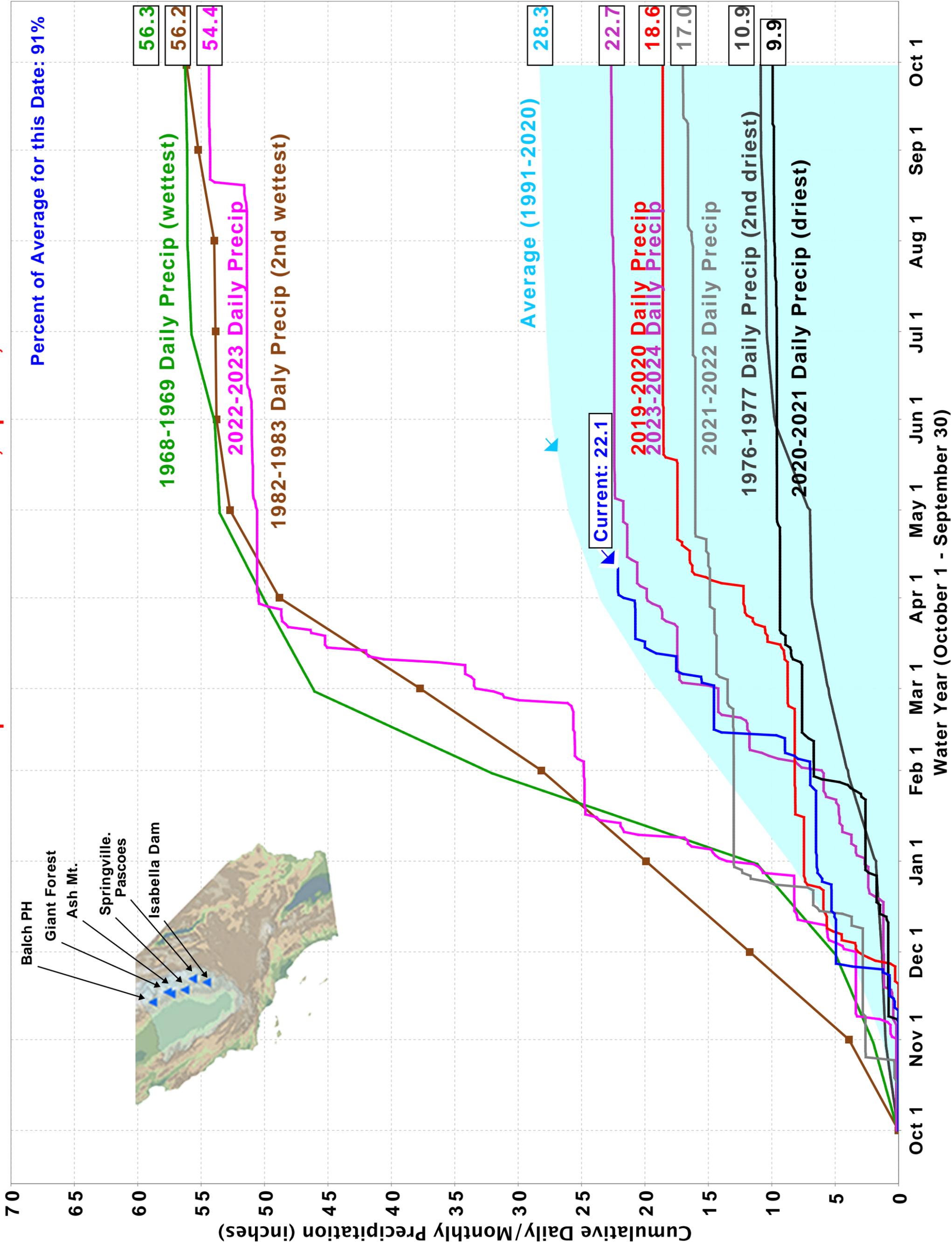
The CSI link has been disabled to zoom in, for the lack of historical data.

Northern Sierra Precipitation: 8-Station Index, April 11, 2025

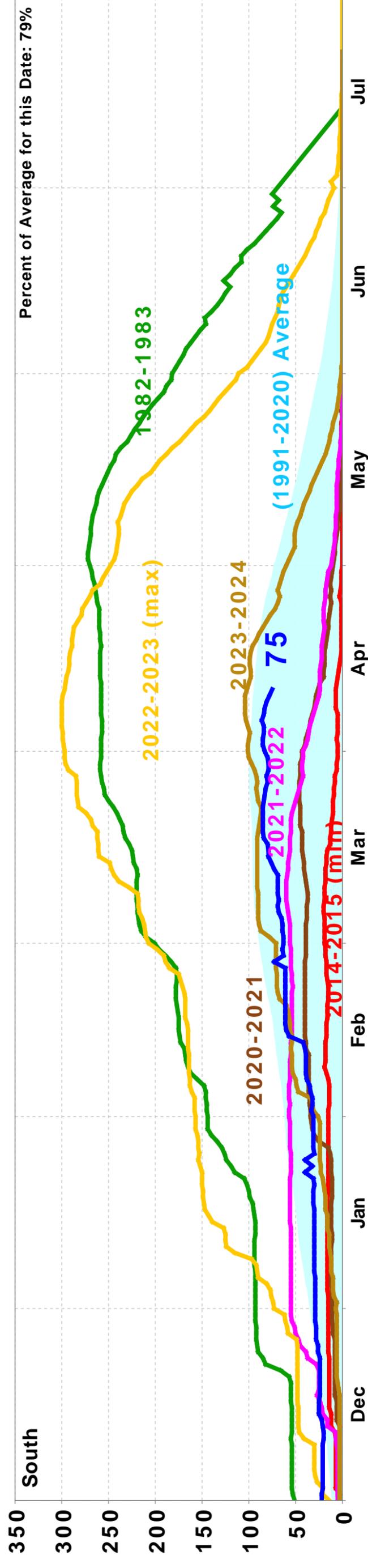
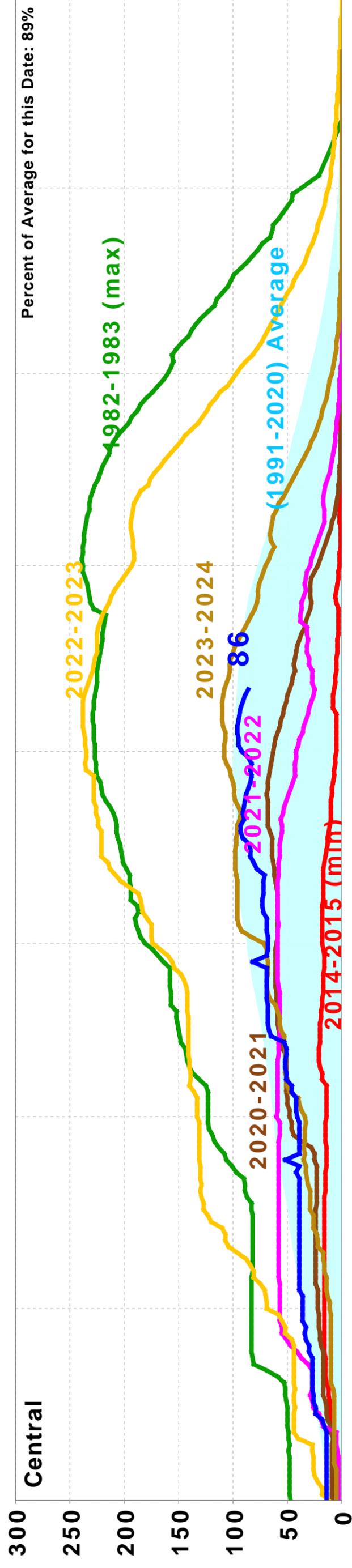
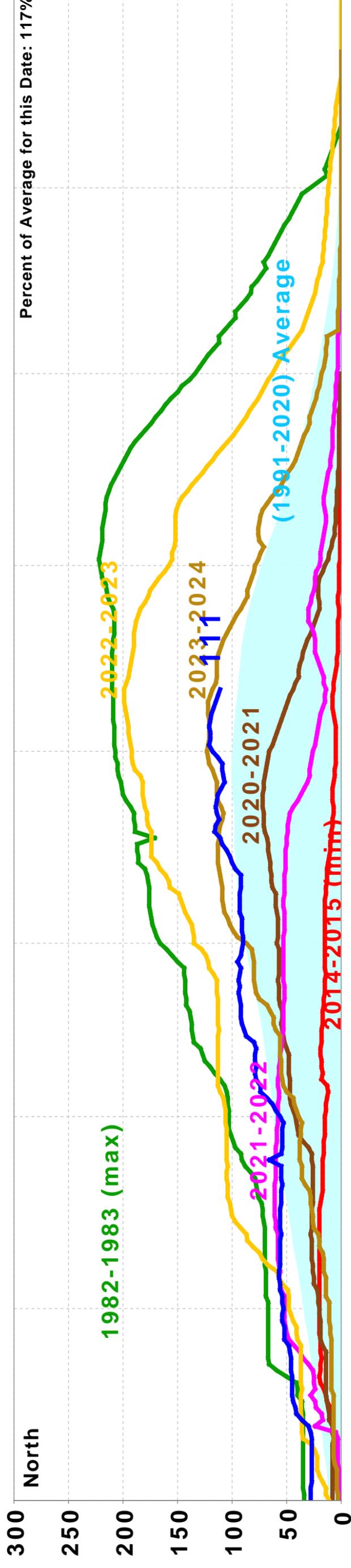


Total Water Year Precipitation

Tulare Basin Precipitation: 6-Station Index, April 11, 2025



California Snow Water Content, April 11, 2025, Percent of April 1 Average



Statewide Percent of Average for April 1: 90%

Statewide Percent of Average for Date: 94%

OPERATIONS REPORT- APRIL 16, 2025

SUMMARY

The Pump Plant 3 Engine Replacement Project continues to move forward. The unexpected change in engine side coupling vendors has caused a delay and currently we are expecting the first two couplings the week of April 23. The other phases of the project continue to move toward completion, namely the stainless steel exhaust components, the engine cooling and electrical systems.

On Friday, April 4th, we suffered another break in the 27" mainline roughly 150' east of the last break. Pipeline Supervisor, Graysen Oldham, immediately began to isolate and dewater the break area. Excavation has been completed and repair work is underway.



OPERATIONS

Brite Lake data from March 21, 2025: elevation was 4348.8', volume was 877.0 Acre-Feet, and the level was 23.8'. The Tehachapi Basin Extraction Wells and the recharge facilities are currently shut down.

MAINTENANCE

Pumping Systems Staff have been working on the following projects/tasks:

- New Discharge heads at PP3 torqued down to allow for fitment of the 12" discharge lines (Eng. Repl. Proj.)
- Mechanical seals repaired and installed at PP3 (Eng. Repl. Proj.)
- Engines shimmed, bolted down and laser aligned within tolerances (Eng. Repl. Proj.)
- Plumbing of secondary cooling water lines on RA Drives at PP3 (Eng. Repl. Proj.)
- Alignment and plumbing connection work on E-4 (1706) at PP4
- Repair of Brite Lake transmitter junction box/wiring
- Performed annual maintenance on the gas control valve at main turnout

Pipeline Staff have been busy with numerous maintenance tasks and projects, including:

- Installed 1 private well meters in Cummings Basin
- Road grading on Pump Plant Road
- Replaced 30" Brite Lake meter
- Repaired leak on Fairview Loop Line
- Excavation of 27" mainline in CV for break repairs
- Completed monthly meter readings
- Assisted The National Weather Service with maintenance on the weather data collection station at KTSP

Other items:

- Completed PERP renewal for portable generators w/CARB
- Pay Request #6 (WML) reviewed/processed
- Conducted Rattlesnake awareness safety training
- Teams meetings with phone/ISP vendors
- Updated the Clean Truck Check (CTC) w/CARB
- Sent out revised bid notices for New Pipeline Storage Facility Project
- Completed the Annual EAR and SAFER reporting to SWRCB for the Public Water System

LOOKING AHEAD

The mainline repair in CV, the Engine Replacement project, and the PP Tours along with Importation System startup are the focus areas currently for the Operations Department.



Break Site on Friday, April 4



Damaged Section of 27" Pipe



End View of Damaged Pipe



Stainless Steel Exhaust Installation at PP3



Exhaust Structure Nearing Completion



Repaired Telemetry Control Box at Brite Lake

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
 REGULAR MEETING OF THE BOARD OF DIRECTORS
 April 16, 2025

TOPIC: Presentation by Tehachapi Resource Conservation District

ITEM FOR: Action

PURPOSE: Consider Funding Participation for “Trees for Schools” Project by Tehachapi Resource Conservation District

IMPACT: Administration, Budget

SUBMITTED BY: Tom Neisler

EXECUTIVE SUMMARY

Consider funding participation in tree planting program by Tehachapi Resource Conservation District (TRCD).

BACKGROUND

Jon Hamond, Director TRCD, requested an item be placed on today’s agenda for him to make a presentation of behalf of the “Trees for Schools” project being undertaken by TRCD.

In March 2023, Mr. Hammond addressed the Board and requested funding participation for an earlier phase of the Trees for Schools program. The Board directed me to work with Mr. Hammond to determine an appropriate level of participation. The Board determined that such a request was within the limits of my fiscal authority. TCCWD contributed \$2,000 to the project in 2023. The project was successful, and I understand that all of the trees planted are doing well.

Rather than using the authority the Board had previously confirmed, I thought it best to allow Mr. Hammond to address the Board and give the Board the opportunity to ask questions and provide alternate direction to me; should you decide to do so. Thus, this item is placed on the agenda for Board action.

FISCAL IMPACT

To be determined.

COMMITTEE RECOMMENDATION

None.

RECOMMENDED MOTION

At Board discretion or if previous course of action is desired “I move that the General Manager be authorized to determine funding participation by TCCWD for the TRCD ‘Trees for Schools’ program.”

ATTACHMENTS

None.

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
April 16, 2025

TOPIC: Approve Rate Increase for Legal Services from LeBeau Thelen, Attorneys at Law

ITEM FOR: Action

PURPOSE: Approve revised rate schedule presented by LeBeau Thelen

IMPACT: Fiscal/Budget

SUBMITTED BY: Tom Neisler

EXECUTIVE SUMMARY

The Board is requested to accept and approve the proposed fee schedule as presented by LeBeau Thelen, Attorneys at Law, to be effective May 1, 2025.

BACKGROUND

In August 2011, the Board adopted Resolution 14-11 (Attachment "A") setting policy for engaging legal counsel for the District. That policy states, "The compensation of general counsel and special counsel will be set by the Board." As our current general counsel, LeBeau Thelen, is requesting an increase in their hourly compensation (Attachment "B"). Their current rates have been in effect since January 1, 2024 (Attachment "C"). When Robert Kuhs joined LeBeau Thelen, Attorneys at Law, on March 2, 2021, the District executed a new Legal Services Agreement with that firm (Attachment "D").

Kuhs & Parker, and their successor LeBeau Thelen, have served as our general counsel since 1982. They are intimately familiar with our operations and have provided valued counsel over that time period. They are currently fully engaged in a number of ongoing district activities. I am very satisfied with our working relationship and recognize the value they bring to the district. Additionally, we are their only client that is a Member Unit of KCWA. This is a benefit to us and obviates any potential conflicts of interest.

Robert Kuhs' letter regarding the rate increase states that lawyers providing similar services to special districts in the community charge between \$325 and \$400 per hour for lawyers with 10 or more years of experience. He provided backup for these rates that I have reviewed and concur with his assessment. While this is entirely a Board decision; given the expertise of Mr. Kuhs and our long-standing relationship, I believe that LeBeau Thelen's requested rate increase is appropriate, and their services are a great benefit to the District.

FISCAL IMPACT

Variable impact. The requested increase is approx. 15%. Depending on our requests for their services, we can anticipate a commensurate increase in cost. Our FY 2024-25 legal budget is \$250,050. If approved, the new rates will be factored into our FY 2025-26 budget.

COMMITTEE RECOMMENDATION

None.

RECOMMENDED MOTION

"I move that the Board approve the hourly rate schedule per LeBeau Thelen request dated April 1, 2025, to be effective on May 1, 2025."

ATTACHMENTS

A – Resolution 14-11

B – LeBeau Thelen Rate Increase Request, dated April 1, 2025

C – Staff Report Rate Increase Request, dated December 13, 2023

D – LeBeau Thelen Legal Services Agreement, dated March 2, 2021

ATTACHMENT "A"

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

RESOLUTION NO. 14-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
ESTABLISHING A POLICY REGARDING LEGAL COUNSEL

A. Recitals.

(i) California Water Code §30544 authorizes the Board of a county water district to appoint or employ and prescribe the authorities and duties of attorneys necessary or convenient for the business of the district; and

(ii) Water Code §31088 authorizes a county water district to employ legal counsel to defend any action or proceeding brought against it or any of its officers, employees or servants; and

(iii) Pursuant to Water Code §31088 fees and expenses for such work performed on behalf of the district are a lawful charge against the District; and

(iv) The District does not have an approved policy regarding the use of legal counsel.

B. Resolution.

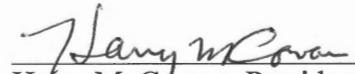
NOW, THEREFORE, BE IT FOUND, DETERMINED, RESOLVED AND ORDAINED by the Board of Directors of Tehachapi-Cummings County Water District as follows:

1. Each of the foregoing recitals is true and correct and the Board so finds and determines.

2. The Board hereby approves and adopts the Legal Counsel Policy attached hereto as **Exhibit A** and incorporated herein by reference.

PASSED, APPROVED and ADOPTED by the Board of Directors this 17th day of August 2011.

(SEAL)



Harry M. Cowan, President

ATTEST:



Lori Bunn, Secretary

SECRETARY'S CERTIFICATE

I, LORI BUNN, Secretary to the Board of Directors of the Tehachapi-Cummings County Water District, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Board of Directors of said District, held on the 17th day of August 2011 and was adopted at that meeting by the following vote:

AYES:	Cowan, Hadley, Hall, Prel and Schultz
NOES:	None
ABSENT:	None
ABSTAIN:	None



Lori Bunn, Secretary to the
Board of Directors

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

LEGAL COUNSEL POLICY

1. An attorney shall be appointed by the Board to act as general counsel. The Board may appoint special counsel. The compensation of general counsel and special counsel will be set by the Board. General and special counsel serve at the pleasure of the Board.
2. The general counsel is directly accountable to the Board. District counsel shall provide legal advice and services as requested by the Board, including legal advice to the general manager and other officers of the District.
3. General counsel represents the District. General counsel shall not represent individual directors, officers or employees unless authorized in writing by the Board.
4. General counsel will recommend appointment of special counsel when conflicts arise or if necessary to deal with matters requiring specialized knowledge.



Bernard G. LeBeau Jr.	Daniel K. Klingenberger	Robert G. Kuhs	Chelsie L. Morgan
Dennis R. Thelen	Kevin E. Thelen	Gary L. Logan	Simran S. Dosanjh
Thomas S. McIntosh	Alan J. Mish	Briar R. Keeler	
Thomas A. Crear	Amanda Lucas Thelen	Matthew J. Dobbs	Of Counsel:
Andrew K. Sheffield	Bernard G. LeBeau III	S. Gwen Atherton	J. Nile Kinney

April 1, 2025

Via Email (tneisler@tccwd.com) & U.S. Mail

12369.001

Tom Neisler, General Manager
Tehachapi-Cummings County WD
P.O. Box 326
Tehachapi, CA 93561

Re: LeBeau Thelen, LLP Hourly Rate Increase

Dear Mr. Neisler:

LeBeau Thelen, LLP provides high quality professional legal services. Our rates are based principally on the experience and qualifications of our lawyers, law clerks and paralegals, and on what other comparable professionals in our market charge similar clients for similar services. Rising costs are also a factor, but not the primary driver of our rates.

LeBeau Thelen currently charges Tehachapi-Cummings Water District (**District**) \$325 per hour for senior partners such as Robert G. Kuhs who has 33 years of experience.

Because of our long-standing relationship with the District and the nature of the work we perform, the rates we charge the District are less than the rates we charge our other clients, which for Robert G. Kuhs typically ranges from \$450-\$475 per hour.

We have surveyed the rates for lawyers providing similar services to special districts in the community. The rates for lawyers with 10 years or more experience range between \$325 and \$400 per hour. Associate rates range from \$265 to \$375 per hour depending on experience.

To bring our rates more in line with the rates charged by similar firms providing similar services in the community, we propose to increase our rates effective May 1, 2025, as set forth in **Exhibit A** attached hereto.

Should you have any questions, please contact the undersigned.

Very truly yours,

Robert G. Kuhs

RGK/etc
Attachment
cc via email: Cat Adams

EXHIBIT A

LeBeau Thelen, LLP Rates
Effective May 1, 2025

Partners	\$375
Associates	\$275
Law Clerk	\$175
Paralegal	\$175

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
December 13, 2023

TOPIC: Approve Rate Increase for Legal Services from LeBeau Thelen, Attorneys at Law

ITEM FOR: Action

PURPOSE: Approve revised rate schedule presented by LeBeau Thelen

IMPACT: Fiscal/Budget

SUBMITTED BY: Tom Neisler

EXECUTIVE SUMMARY

The Board is requested to accept and approve the proposed fee schedule as proposed by LeBeau Thelen, Attorneys at Law, to be effective January 1, 2024.

BACKGROUND

In August 2011, the Board adopted Resolution 14-11 (Attachment "A") setting policy for engaging legal counsel for the District. That policy states, "The compensation of general counsel and special counsel will be set by the Board." As our current general counsel, LeBeau Thelen, is requesting an increase in their hourly compensation (Attachment "B"). Their current rates have been in effect since December 1, 2019 with Kuhs & Parker, Attorneys at Law (Attachment "C"). When Robert Kuhs joined LeBeau Thelen, Attorneys at Law, on March 2, 2021, the District executed a new Legal Services Agreement with that firm at the same rates (Attachment "D").

Kuhs & Parker, and their successor LeBeau Thelen, has served as our general counsel since 1982. They are intimately familiar with our operations and have provided consistent, valued counsel over that time period. They are currently fully engaged in a number of ongoing district activities. I am very satisfied with our working relationship and recognize the value they bring to the district. Additionally, we are their only client that is a Member Unit of KCWA. This is a benefit to us and obviates any potential conflicts of interest.

LeBeau Thelen has requested an increase in their hourly rates (Attachment "D"). Robert Kuhs' letter regarding the rate increase states that lawyers providing similar services to special districts in the community charge between \$308 and \$350 per hour for lawyers with 10 or more years of experience. He provided backup for these rates that I have reviewed and concur with his statement. I reached out to other local districts and received the following information: GHCSO (Klein DeNatale, et al) \$4,584/month retainer with additional services at \$320/hour, SSCSD (BBK) \$337/hour, BVCSO no response. Given the expertise of Mr. Kuhs and our long-standing relationship, While this is entirely a Board decision, I believe that LeBeau Thelen's requested rate increase is appropriate and their services are a great benefit to the District.

FISCAL IMPACT

Variable impact. The requested increase is approx. 18.2%. Depending on our requests for their services, we can anticipate a commensurate increase in cost. Our FY 2023-24 legal budget is \$180,000. The commensurate increase would be approx. \$16,400 (half of fiscal year).

COMMITTEE RECOMMENDATION

None.

RECOMMENDED MOTION

"I move that the Board approve the hourly rate schedule per LeBeau Thelen request dated November 1, 2023, to be effective on January 1, 2024."

ATTACHMENTS

A – Resolution 14-11

B – LeBeau Thelen Rate Increase Request, dated November 1, 2023

C – Kuhs & Parker Rate Increase Request, dated November 5, 2019

D – LeBeau Thelen Legal Services Agreement, dated March 2, 2021

ATTACHMENT "A"

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

RESOLUTION NO. 14-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
ESTABLISHING A POLICY REGARDING LEGAL COUNSEL

A. Recitals.

(i) California Water Code §30544 authorizes the Board of a county water district to appoint or employ and prescribe the authorities and duties of attorneys necessary or convenient for the business of the district; and

(ii) Water Code §31088 authorizes a county water district to employ legal counsel to defend any action or proceeding brought against it or any of its officers, employees or servants; and

(iii) Pursuant to Water Code §31088 fees and expenses for such work performed on behalf of the district are a lawful charge against the District; and

(iv) The District does not have an approved policy regarding the use of legal counsel.

B. Resolution.

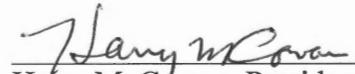
NOW, THEREFORE, BE IT FOUND, DETERMINED, RESOLVED AND ORDAINED by the Board of Directors of Tehachapi-Cummings County Water District as follows:

1. Each of the foregoing recitals is true and correct and the Board so finds and determines.

2. The Board hereby approves and adopts the Legal Counsel Policy attached hereto as **Exhibit A** and incorporated herein by reference.

PASSED, APPROVED and ADOPTED by the Board of Directors this 17th day of August 2011.

(SEAL)



Harry M. Cowan, President

ATTEST:



Lori Bunn, Secretary

SECRETARY'S CERTIFICATE

I, LORI BUNN, Secretary to the Board of Directors of the Tehachapi-Cummings County Water District, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Board of Directors of said District, held on the 17th day of August 2011 and was adopted at that meeting by the following vote:

AYES:	Cowan, Hadley, Hall, Prel and Schultz
NOES:	None
ABSENT:	None
ABSTAIN:	None



Lori Bunn, Secretary to the
Board of Directors

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

LEGAL COUNSEL POLICY

1. An attorney shall be appointed by the Board to act as general counsel. The Board may appoint special counsel. The compensation of general counsel and special counsel will be set by the Board. General and special counsel serve at the pleasure of the Board.
2. The general counsel is directly accountable to the Board. District counsel shall provide legal advice and services as requested by the Board, including legal advice to the general manager and other officers of the District.
3. General counsel represents the District. General counsel shall not represent individual directors, officers or employees unless authorized in writing by the Board.
4. General counsel will recommend appointment of special counsel when conflicts arise or if necessary to deal with matters requiring specialized knowledge.

ATTACHMENT "B"



Bernard G. LeBeau Jr.	Andrew K. Sheffield	Bernard G. LeBeau III	Mathew M. Brady
Dennis R. Thelen	Daniel K. Klingenberg	Robert G. Kuhs	Matthew J. Dobbs
Thomas S. McIntosh	Kevin E. Thelen	Patrick C. Carrick	Amy A. Breyer
Thomas A. Crear	Alan J. Mish	Gary L. Logan	Chelsie L. Morgan
Thomas P. Fehér	Amanda M. Lucas	Briar R. Keeler	Of Counsel: J. Nile Kinney

November 1, 2023

Via Email (tneisler@tccwd.com) & U.S. Mail

12369.001

Tom Neisler, General Manager
Tehachapi-Cummings County WD
P.O. Bx 326
Tehachapi, CA 93561

Re: LeBeau Thelen Hourly Rate Increase

Dear Mr. Neisler:

LeBeau Thelen, LLP provides high quality professional legal services. Our rates are based principally on the experience and qualifications of our lawyers, law clerks and paralegals, and on what other comparable professionals in our market charge similar clients for similar services. Rising costs are also a factor, but not the primary driver of our rates.

LeBeau Thelen currently charges Tehachapi-Cummings Water District (**District**) \$275 per hour for senior partners such as Robert G. Kuhs who has 31 years of experience. It has been several years since we last adjusted the District's rates.

Because of our long-standing relationship with the District and the nature of the work we perform, the rates we charge the District are less than the rates we charge our other clients, which for Robert G. Kuhs typically ranges from \$400-\$425 per hour.

We have surveyed the rates for lawyers providing similar services to special districts in the community. The rates for lawyers with 10 years or more experience range between \$308 and \$350 per hour. Associate rates range from \$230 to \$295 per hour depending on experience.

To bring our rates more in line with the rates charged by similar firms providing similar services in the community, we propose to increase our rates effective January 1, 2024, as set forth in **Exhibit A** attached hereto.

Should you have any questions, please contact the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Robert G. Kuhs".

Robert G. Kuhs

RGK/vh
Attachment
cc via email: Cat Adams

EXHIBIT A

**LeBeau Thelen, LLP Rates
Effective January 1, 2024**

Attorney (15 + years)	\$325
Attorney (10-14 years)	\$305
Attorney (5-9 years)	\$295
Attorney (1-4 years)	\$250
Law Clerk	\$175
Paralegal	\$150

RECEIVED

ATTACHMENT "C"

NOV 12 2019

ROBERT G. KUHS
BERNARD C. BARMANN, JR.
MARK E. TOMLINSON

TEHACHAPI CUMMINGS
COUNTY WATER DISTRICT

KUHS & PARKER

ATTORNEYS AT LAW
P. O. BOX 2205
BAKERSFIELD, CALIFORNIA 93303
(661) 322-4004

1200 TRUXTUN AVENUE, SUITE 200
BAKERSFIELD, CALIFORNIA 93301

TELECOPIER NO.
(661) 322-2906

WRITER'S EMAIL:

bbarmann@kuhsparkerlaw.com

November 5, 2019

OUR FILE NO.

376.00

Tom Neisler, General Manager
Tehachapi-Cummings County WD
P.O. Box 326
Tehachapi, CA 93561

PRIVILEGED & CONFIDENTIAL

Re: Kuhs & Parker Hourly Rate Increase

Dear Tom:

This letter follows up on our recent conversations regarding Kuhs & Parker's proposed hourly rate adjustment and a legal services agreement for Tehachapi-Cummings County Water District.

The District first engaged Kuhs & Parker to serve as legal counsel in 1982. Since then the firm has provided legal services to the District as requested over the years without a formal contract. Recently we have advised that the District and its attorneys should have a written legal services agreement. Accordingly, we have prepared the enclosed Legal Services Agreement for your approval and presentation to the Board of Directors for approval at the November 2019 board meeting.

Regarding our rates, since we are providers of professional services, rather than providers of goods or other services, our rates are based principally on the experience and qualifications of our lawyers, and on what other comparable lawyers in our market charge similar clients for similar services. Rising costs are also a factor, but not the primary driver of our rates.

As we have discussed, because of our long-standing relationship with the District and the nature of the work we have the opportunity to perform for the District, the rates that we charge the District are less than the rates we charge our other clients, which for myself and Mr. Kuhs typically range from \$285 to \$310 per hour. Both of us have been practicing law for more than 28 years and have significant experience advising and representing the District and other public entities as well as private corporations and businesspeople. The current rate we charge the District for myself and Mr. Kuhs is \$240 per hour, which has remained unchanged since the last rate adjustment in February 2016, while the rates charged to other clients have increased during the same time period.

To bring our rates more in line with the rates we charge our other clients and with the rates charged by other lawyers in our market with similar qualifications and experience for similar work while recognizing the value of our relationship with the District, Exhibit A to the

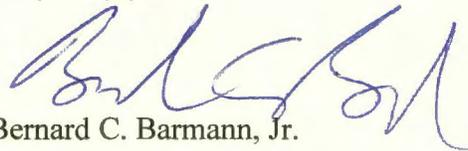
Tom Neisler, General Manager
November 5, 2019
Page 2

Legal Services Agreement reflects our proposal to adjust our hourly rates for Mr. Kuhs and myself to \$275, effective December 1, 2019.

For your information, based on our survey of other attorneys in our market, we understand that Don Davis of Burke, Williams & Sorensen charges Bear Valley CSD \$250 per hour for general work and higher rates for litigation and special projects, Best, Best, & Krieger charges Stallion Springs CSD \$295 per hour, and that the rates Joe Hughes of Klein DeNatale Goldner charges his public agency clients, which include Golden Hills CSD, West Kern Water District, and North of the River Municipal Water District, for his services and those of an associate attorney range from \$240 to \$295 per hour.

Should you have any questions, please call.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Bernard C. Barmann, Jr.", is written over the typed name.

Bernard C. Barmann, Jr.

Enclosure

RECEIVED

NOV 12 2019

KUHS & PARKER

LEGAL SERVICES AGREEMENT

TEHACHAPI CUMMINGS
COUNTY WATER DISTRICT

(Bus. & Prof. Code, § 6148)

THIS AGREEMENT is entered into in duplicate on November 20, 2019, by and between KUHS & PARKER (the "Attorney"), and TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT (the "Client");

W I T N E S S E T H:

WHEREAS, the Client desires to employ the Attorney to perform the services described in paragraph 1(h) hereof; and

WHEREAS, Business and Professions Code section 6148(a) provides, among other things, that where it is foreseeable that the total expense to a client will exceed \$1,000, an agreement for legal services must be in writing and contain (1) the applicable hourly rate and other standard rates, fees and charges, (2) the general nature of the legal services to be provided, (3) the respective responsibilities of the Attorney and the Client and a statement disclosing whether the Attorney maintains errors and omissions insurance applicable to the services to be rendered; and

WHEREAS, the total expense to the Client may exceed \$1,000;

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions.

- (a) Attorney. "Attorney" means KUHS & PARKER.
- (b) Attorney's Address. "Attorney's Address" means Post Office Box 2205, Bakersfield, California 93303.
- (c) Attorney Work Product. "Attorney Work Product" means documents containing the Attorney's impressions, conclusions, opinions or legal research or theories.
- (d) Client. "Client" means TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT.
- (e) Client's Address. "Client's Address" means Post Office Box 326, Tehachapi, California 93581.

(f) Client's Documents. "Client's Documents" means the documents provided to the Attorney by the Client.

(g) Rates. "Rates" means the hourly rates set forth on the attached **Exhibit A** and as supplemented or revised as provided in paragraph 4 hereof.

(h) Services. "Services" means such legal services as may be required from time-to-time by the Client.

2. Employment of Attorney.

The Client hereby employs the Attorney to perform the Services and the Attorney hereby accepts such employment.

3. Cooperation of Client.

The Client will keep the Attorney advised of the Client's Address and current telephone number at all times, and will comply with all reasonable requests of the Attorney in connection with the Attorney's performance of the Services.

4. Payment of Fees and Costs.

(a) Attorney's Fees. The Client will pay the fees to the Attorney for the Services at the applicable Rates. Rates may be supplemented or revised by the Attorney from time-to-time but revised Rates will not be retroactively applied. The Attorney will notify the Client in writing of any revised Rates prior to the effective date thereof.

(b) Costs. The Client will pay all reasonable and necessary costs incurred by the Attorney in connection with the Services including:

(1) Automobile mileage, which shall be adjusted annually, pursuant to IRS Revenue Procedure 2010-51, currently 58¢ per mile.

(2) Other travel expenses at actual costs, including airfare, taxicab fare, meals, and lodging.

(3) The expense for the printing or reproduction of documents at actual costs.

(4) Any filing fees, permit fees, or other fees paid or advanced by the Attorney.

- (5) The cost of any consultants, experts or investigators retained pursuant to paragraph 6 hereof.
- (6) The expense of transmitting documents by facsimile at actual cost.
- (7) The cost of computer assisted legal research at actual cost.

(c) Statements. The Attorney will from time-to-time provide the Client with a statement of fees earned and costs incurred. The statement will generally describe the work performed, the applicable Rate or Rates, the basis for the calculation of fees, and a reasonable itemization of costs.

(d) Payment. The Client will pay all statements for fees earned and costs incurred within a reasonable time from the date of the receipt thereof.

5. Errors and Omissions Insurance.

The Attorney does maintain errors and omissions insurance coverage applicable to the services.

6. Employment of Consultants, Experts and Investigators.

If the Attorney deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the Services, the Attorney will so advise the Client and seek the Client's prior approval of such employment. Any consultant, expert or investigator employed by the Attorney will be the agent of the Attorney, not the Client.

7. Notices.

Any notice to be given by either party to the other may be delivered in person or by registered or certified mail, postage prepaid, addressed to the Attorney at the Attorney's Address or to the Client at the Client's Address. Either party may from time-to-time, by written notice to the other, designate a different address which will be substituted for the one specified in paragraph 1(b) or (e) hereof.

8. Documents.

The Attorney may obtain documents from the Client (i.e., "Client's Documents"), and create Attorney Work Product and other documents. The Attorney Work Product is the property of the Attorney and the Client will have no right to obtain Attorney Work Product from the Attorney except as otherwise provided by law. The Client may inspect and copy any other documents created by the Attorney during the Attorney's normal business hours and at the Client's sole cost and expense. Upon termination or completion of services, the Client will be entitled to original Client's Documents. The Attorney will have the right to photocopy and retain

copies of Client's Documents. The Attorney may dispose of Client's Documents if the Client fails to pick up Client's Documents after written request from the Attorney.

9. Termination.

Either party may terminate this agreement upon 30 days prior written notice. Termination of this agreement will not affect the Client's obligations to pay for all fees earned and costs incurred by the Attorney as provided in paragraph 4 hereof.

10. Entire Agreement.

This agreement supersedes any and all other agreements, either oral or in writing, between the Attorney and the Client with respect to the subject matter of this agreement. Each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements contained in this agreement. No agreement, statement or promise not contained in this agreement will be valid and binding.

IN WITNESS WHEREOF, the Attorney and the Client have executed this agreement on the day and year first hereinabove set forth.

KUHS & PARKER

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

By _____
Bernard C. Barmann, Jr.

By _____
James Pack, Board President

"Attorney"

By _____
Catherine Adams, Board Secretary

"Client"

KUHS & PARKER

HOURLY RATES FOR ATTORNEYS

The hourly rates of the attorneys of KUHS & PARKER as of December 1, 2019, are as follows:

<u>Attorney Level</u>	<u>Hourly Rate</u>
15+ years of experience	\$275/hr.
7-14 years of experience	\$215/hr.
4-6 years of experience	\$190/hr.
1-3 years of experience	\$165/hr.

ATTACHMENT "D"



Bernard G. LeBeau Jr.	Andrew K. Sheffield	Gary L. Logan
Dennis R. Thelen	Daniel K. Klingenberger	Briar R. Keeler
Thomas S. McIntosh	Kevin E. Thelen	Mathew M. Brady
Thomas A. Crear	Alan J. Mish	Christopher J. Flail
Thomas P. Fehér	Amanda M. Lucas	
Patrick C. Carrick	Bernard G. LeBeau III	Of Counsel: J. Nile Kinney

March 2, 2021

RECEIVED

Tehachapi-Cummings County Water District
Attn: Board of Directors
Post Office Box 326
Tehachapi, CA 93581

MAR 5 2021

**Tehachapi-Cummings
County Water District**

Re: District Legal Services

Dear Board of Directors:

We wish to thank you for retaining LeBeau • Thelen, LLP to provide legal services as requested by the District beginning April 1, 2021. We also wish and are required to set forth the terms of our representation and our policies regarding compensation for legal services. This letter confirming our fee agreement is required by Business and Professions Code section 6148.

The present hourly billing rate is \$275.00 per hour for any work done by a partner of our firm, \$190.00 per hour for any work done by an associate, and \$150.00 per hour for any work done by a law clerk or paralegal of the law firm.

Robert G. Kuhs is the attorney primarily responsible for your matter and will do much if not all of the work in connection therewith. There may be times when another attorney in our office will perform services on this matter, either due to the unique expertise of that attorney or to assure timely legal services.

In billing you, statements may include certain expenses and costs, including but not limited to photocopying charges postage or overnight delivery charges, travel expenses, computer-aided research, messenger service, and litigation expenses (filing fees, deposition costs, etc.).

We normally bill for our services and costs on a monthly basis, and you should receive an itemized bill shortly after the end of each month in which services were performed or expenses incurred. The bill will set forth on a daily basis the amount of time (expressed in tenths of an hour) and the nature of the work performed. Our bills are due and payable upon their receipt by the District and we would expect payment generally within 30 days of your receipt of the bill.

From time to time we may increase our billing rates and charges. Ordinarily, adjustments to our hourly rates occur January 1 of each year. We will provide the District advance written notice of any proposed hourly rate increase to allow for the District's normal approval process.

LeBeau • Thelen, LLP

Tehachapi-Cummings County Water District
March 2, 2021
Page 2

In the event our bills become seriously delinquent (i.e., more than sixty (60) days past due), we reserve the right to discontinue performing legal services for the District.

We endeavor to provide first rate legal services on a timely basis and hope the District will be pleased with our efforts. If the District has any concern about what we are doing or any of our billings, please do not hesitate to contact us.

For our records, we would ask you to execute this letter and return it to us. This will signify your agreement to the terms of our representation. Of course, if you have any questions or problems with the letter, please feel free to discuss them with us.

Very truly yours,



BERNARD G. LEBEAU, JR.

RGK:vh

The undersigned hereby acknowledges having read the above letter and agrees that it accurately reflects the fee arrangement and terms of representation with the law offices of LeBeau • Thelen, LLP with respect to the legal services described therein.

TEHACHAPI-CUMMINGS COUNTY WATER
DISTRICT

By: Robert W. Schultz
Robert Schultz, President of the Board of Directors

By: Catherine Adams
Catherine Adams, Secretary of the Board of Directors

ATTACHMENT "D"



Bernard G. LeBeau Jr.	Andrew K. Sheffield	Gary L. Logan
Dennis R. Thelen	Daniel K. Klingenberger	Briar R. Keeler
Thomas S. McIntosh	Kevin E. Thelen	Mathew M. Brady
Thomas A. Crear	Alan J. Mish	Christopher J. Flail
Thomas P. Fehér	Amanda M. Lucas	
Patrick C. Carrick	Bernard G. LeBeau III	Of Counsel: J. Nile Kinney

March 2, 2021

RECEIVED

Tehachapi-Cummings County Water District
Attn: Board of Directors
Post Office Box 326
Tehachapi, CA 93581

MAR 05 2021

**Tehachapi-Cummings
County Water District**

Re: District Legal Services

Dear Board of Directors:

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The present hourly billing rate is \$275.00 per hour for any work done by a partner of our firm, \$190.00 per hour for any work done by an associate, and \$150.00 per hour for any work done by a law clerk or paralegal of the law firm.

Robert G. Kuhs is the attorney primarily responsible for your matter and will do much if not all of the work in connection therewith. There may be times when another attorney in our office will perform services on this matter, either due to the unique expertise of that attorney or to assure timely legal services.

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LeBeau • Thelen, LLP

Tehachapi-Cummings County Water District
March 2, 2021
Page 2

In the event our bills become seriously delinquent (i.e., more than sixty (60) days past due), we reserve the right to discontinue performing legal services for the District.

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For our records, we would ask you to execute this letter and return it to us. This will signify your agreement to the terms of our representation. Of course, if you have any questions or problems with the letter, please feel free to discuss them with us.

Very truly yours,



BERNARD G. LEBEAU, JR.

RGK:vh

The undersigned hereby acknowledges having read the above letter and agrees that it accurately reflects the fee arrangement and terms of representation with the law offices of LeBeau • Thelen, LLP with respect to the legal services described therein.

TEHACHAPI-CUMMINGS COUNTY WATER
DISTRICT

By: Robert W. Schultz
Robert Schultz, President of the Board of Directors

By: Catherine Adams
Catherine Adams, Secretary of the Board of Directors

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
 REGULAR MEETING OF THE BOARD OF DIRECTORS
 April 16, 2025

TOPIC: Approve License Agreement for Weather Station with Weather Tools, Inc.
 ITEM FOR: Action
 PURPOSE: Approve license agreement to locate weather station on the grounds of Pumping Plant No. 1
 IMPACT: Fiscal

SUBMITTED BY: Tom Neisler

EXECUTIVE SUMMARY

The Board is requested to approve a license agreement to allow Weather Tools, Inc. to construct and maintain a weather reporting station on the district owned parcel upon which Pumping Plant No. 1 is located.

BACKGROUND

Weather Tools, Inc. provides a suite of weather forecasting tools that have applicability to the District. Specifically, they provide a California Precipitation Report (CAP) that provides a forecast for the coming water year in November. In other words, they estimate total precipitation for the Oct-Sep water year within a 20% range. They have published their forecast for the last eight years with a 100% success rate. Their staff have more than one hundred years of combined meteorological, data science and hydrology professional experience.

I have developed a friendly, professional relationship with Rob Doornbos and others from Weather Tools over the years. I am an advocate of the services they provide and have introduced them to other water managers. I feel that the best approach would be for KCWA to subscribe for the benefit of all member units. They have yet to do so, but I have negotiated a reduced rate with Weather Tools for TCCWD to subscribe, beginning next year. My confidence in Weather Tools and their forecast is based on their track record in hindsight and real-time experience during the 2024-25 water year. While visiting with Rob and his team at the 2024 Fall ACWA Conference, Rob shared this year’s CAP with me at no cost on the condition of confidentiality. For the eighth year in a row, his forecast was accurate. I used this forecast to develop our operations plan for 2025. I based our operations plan on a 35% allocation. When the Board approved the plan, the allocation was 20%. The allocation has since increased to 40%.

Weather Tools is expanding their forecast area and desires a weather station site south and east of Bakersfield. Our Pumping Plant No. 1 location fits their criteria. At the March 2025 RBM, the Board appointed me as Real Property Negotiator to negotiate a licensing agreement with Weather Tools to locate a weather station at PP 1. Robert Kuhs has prepared a licensing agreement (Attachment “A”). In exchange for permission to construct and maintain their station, Weather Tools has proposed providing TCCWD a subscription to the CAP at a greatly reduced price. The proposed weather station will be placed on a 2’ square concrete slab and will be located so as not to interfere with any District functions or use of the property. The station is self-contained with cellular communications and solar power (see picture Attachment “B”).

FISCAL IMPACT

Significant reduction in anticipated subscription costs for CAP report.

COMMITTEE RECOMMENDATION

None.

RECOMMENDED MOTION

"I move that the Board approve the licensing agreement with Weather Tools, Inc. for a weather station on APN 402-091-16, subject to final review by legal counsel."

ATTACHMENTS

- A – Draft Licensing Agreement
- B – Photograph of Proposed Weather Station

ATTACHMENT "A"

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the or this "Agreement") is executed in duplicate as of the Effective Date by and between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT (the "District"), and / (1) (the "Licensee") WEATHERTOOLS, INC.

W I T N E S S E T H:

WHEREAS, the District is the owner of the Premises; and

WHEREAS, the Licensee desires to acquire certain rights in the Premises;

NOW, THEREFORE, the District and the Licensee hereby agree as follows:

**ARTICLE I.
INTERPRETATION OF LICENSE**

1.00. Introduction.

The rules of interpretation contained in this article I shall govern the interpretation of this License.

1.01. Definitions.

The words and phrases defined in article II hereof shall govern the interpretation of this License.

1.02. Applicable Law.

The laws of the State of California without regard to conflict of law principles shall govern the interpretation of this License.

1.03. Integration.

This License contains the entire agreement between the District and the Licensee with the respect to the License and supersedes any other agreement, whether written or oral, between the District and the Licensee relating to the same subject. Any prior representations, promises, or the like that are not contained in this License shall be of no force or effect.

1.04. Statutory Rules of Interpretation.

Any rule of interpretation that an ambiguity is to be resolved against the grantor or the

drafting party shall not be employed in the interpretation of this License, any exhibit hereto, or any amendment hereof, and neither Civil Code section 1069, Civil Code section 1654, nor any similar law shall be applied to resolve any ambiguity in this License.

1.05. Waiver.

The waiver by either the District or the Licensee, or both, of any right with respect to a default or any other matter arising under this License shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

1.06. Exhibits.

All exhibits referred to in this License are hereby incorporated by reference as if fully set forth in this License.

**ARTICLE II.
DEFINITIONS**

2.00. Board.

"Board" means the Board of Directors of the District.

2.01. District.

"District" means TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a California county water district organized and existing under and by virtue of the provisions of Division 12 of the Water Code.

2.02. District's Address.

"District's Address" means 22901 Banducci Rd., Tehachapi, CA 93561.

2.03. Effective Date.

"Effective Date" means April 16, 2025.

2.04. General Manager.

"General Manager" means the General Manager of the District.

2.05. License.

"License" means this Agreement.

ATTACHMENT "A"

2.06. License Area.

"License Area" means that portion of the Premises consisting of 10' x 10' square area (100 square feet) – exact location subject to Licensor approval. _____, as generally shown on the attached **Exhibit A**.

2.07. Licensee.

"Licensee" means Weather Tools, Inc.

2.08. Licensee's Address.

"Licensee's Address" means /P.O. Box 1202, Durham, CA 95938

2.09. Licensee's Facilities.

"Licensee's Facilities" means /Weather station mounted on a 2 foot square concrete pad, ladder trellis construction – height not to exceed 8 feet. No utility connections required.

2.10. Official Records.

"Official Records" means the official records of the Recorder of the County of Kern, State of California.

2.11. Permitted Use.

"Permitted Use" means /Operation and maintenance of weather station. Data to be used by District to facilitate operations.

Hours of Access??Licensee shall limit access to site from 7:00 AM to 3:30 PM M-F. Licensee shall notify District minimum 48 hours before accessing site.

2.12. Premises.

"Premises" means the District's interest in real property described in the instrument dated /July 12, 1973_____, recorded / July 13, 1973 _____ as Document / _____ in Book /4794____ of the Official Records at page / 2499 and following_____.

ARTICLE III. SPECIAL PROVISIONS

3.00. Grant of License.

The District, insofar as it has the right to do so, hereby permits the Licensee to enter upon the License Area for the Permitted Use and for no other purposes. Licensee shall access the License Area by use of existing access roads generally described as _various parcels _____ and depicted in Exhibit B, hereto.

3.01. Term.

The term of this License shall be for 10 (ten) years from and after the date hereof and from year to year thereafter; provided, however, the District shall have the right to earlier terminate this License, in whole or in part, under the following circumstances:

(a) If, in the judgment of the Board, continuation of this License is or becomes detrimental to the use of the License Area, or any portion thereof, for the District's purposes, the District, after written notice to the Licensee, may terminate this License at any time, such termination to be effective upon actual or constructive receipt of such written notice, whichever first occurs.

(b) In the event the Licensee shall fail to keep, perform and observe any of the terms, covenants, conditions, or provisions of this Agreement, and such failure shall continue for a period of 30 days after written notice thereof given by the District to the Licensee, then the District may, at its option, by further written notice to the Licensee, terminate this License, such termination to be effective upon actual or constructive receipt of such further written notice, whichever first occurs.

(c) If the District, in its sole discretion, desires to terminate this License, with or without cause, it may do so upon 60 days written notice to the Licensee, such termination to be effective 60 days following actual or constructive receipt of such written notice, whichever first occurs.

All written notices provided for in this section shall be deemed received by the Licensee three days following the District's mailing thereof. The District shall not be liable to the Licensee or any other person claiming through the Licensee for any loss or inconvenience occasioned upon the event of any termination of this License.

3.02. Construction of Licensee's Facilities.

(a) Approval of Plans and Specifications.

ATTACHMENT "A"

The Licensee, at its expense, shall prepare complete plans and specifications for the construction of the Licensee's Facilities and submit such plans and specifications to the District for its information, review and approval prior to the commencement of any construction of the Licensee's Facilities. The District's review and approval (1) shall be limited to confirming that the scope and proposed manner of construction of the Licensee's Facilities conforms to any prior representations of the Licensee, (2) shall not be relied upon by any person as a representation by the District as to the adequacy of the plans and specifications for any purpose, and (3) shall not be unreasonably withheld or delayed.

(b) Construction.

The Licensee's Facilities shall be constructed in substantial compliance with the plans and specifications approved by the District.

(c) Maintenance and Restoration of License Area.

The Licensee shall maintain the License Area and all other portions of the Premises that it may have a right to use under the terms of this Licensee in a reasonably clean condition during construction of the Licensee's Facilities. Following such construction, the Licensee shall restore the License Area and all other portions of the Premises that it may have a right to use under the terms of this License to substantially the same condition that existed prior to the Licensee's exercise of any of its rights under this Licensee and free of any litter, refuse or waste attributable to the construction of the Licensee's Facilities.

(d) As-Built Plans.

The Licensee, at its expense, shall provide the District following the completion of construction of the Licensee's Facilities with two good quality reproducible copies of the plans therefor certified by a registered engineer in the State of California to represent the as-built condition of the Licensee's Facilities. The Licensee shall up-date such plans from time-to-time, as required, to show any material modifications to the Licensee's Facilities and similarly provide the District with two good quality reproducible copies of the up-dated plans similarly certified.

3.03. Operation, Maintenance and Repair of Licensee's Facilities.

The Licensee, at its expense, shall operate, maintain and repair the Licensee's Facilities so that the Licensee's Facilities are maintained in a safe condition and in accordance with any other standards contained in this License to avoid any adverse impact to the District's property or the Premises.

3.04. Replacement of Licensee's Facilities.

If the Permitted Use includes the replacement of the Licensee's Facilities, the Licensee shall substantially comply with section 3.02 hereof with respect to the portion of the Licensee's Facilities to be replaced.

**ARTICLE IV.
GENERAL PROVISIONS**

4.00. Acknowledgement of District's Title.

The Licensee hereby recognizes the District's title to the Premises and shall never assail or resist the District's title.

4.01. License Subject to Existing Right of Others.

The Licensee's rights under this License are subject to all valid and existing licenses, leases, grants, exceptions and reservations of persons other than the District, conditions and encumbrances of any kind or description which affect or relate to the Premises.

4.02. Acceptance of Condition of Premises.

The Licensee acknowledges that it has inspected the condition of the License Area and all other portions of the Premises that it may have a right to use under the terms of this License and accepts such property as is. The District makes no warranty or representation as to the suitability of any portion of the Premises for any Permitted Use and the Licensee hereby assumes all risks regarding the suitability of the Premises for the Permitted Use.

4.03. Indemnity.

The Licensee shall indemnify and hold the District and its officers, directors, employees, successors and assigns, and each of them, free and harmless from and against any liability or any claim for loss of or damage to property, to whomever belonging, or injury to or death of any person, including an employee of the District or the Licensee, or for loss or damage arising from attachments, liens, or claims of materialmen or laborers, including attorney's fees, resulting from the Licensee's exercise of its rights under this License. The Licensee's indemnitee shall apply irrespective of whether the District was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on the District. The Licensee shall not be obligated to indemnify the District where any loss, damage, injury, liability, or claim is a result of the sole negligence or willful misconduct of the District.

4.04. Insurance.

ATTACHMENT "A"

The Licensee, at its expense, shall secure and maintain during the term of the License insurance in respect of its rights under this License of the following described types and minimum amounts:

- (a) Workers' Compensation Insurance as prescribed by law and Employers' Liability Insurance with an initial limit of liability of not less than \$1,000,000 combined single limit per occurrence.
- (b) Comprehensive or Commercial General Liability Insurance for bodily injury and property damage with explosion, collapse and underground coverage and contractual liability insurance to cover the obligations of the Licensee under this License with an initial limit of liability of not less than \$3,000,000 combined single limit per occurrence.
- (c) Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned, and hired automobiles, with an initial limit of liability of not less than \$3,000,000 combined single limit per occurrence.

The insurance required by this section shall provide that the District shall receive at least 30 days written notice prior to the cancellation or material change of the insurance coverage. The insurance specified in (a) above shall contain a waiver of subrogation against the District, its officers, directors, successors, and assigns, and each of them. The insurance specified in (b) above shall name the District, its officers, directors, and employees, and each of them, as additional insureds. The Licensee shall provide the District with certificates of insurance or other documentary evidence of such insurance, prior to the exercise of any of its rights under this License.

4.05. Compliance With Law.

The Licensee shall at all times comply with the law.

4.06. Cathodic Protection Devices.

The Licensee shall not install any cathodic protection devices on the Licensee's Facilities without the prior written consent of the District.

4.07. District's Remedies for Licensee's Breach of License.

The District shall give the Licensee written notice of any failure on the part of the Licensee to perform any of its obligations under this License. The Licensee shall have 30 calendar days from the effective date of such notice to cure such failure. If the Licensee fails to perform such obligation within the time allowed, the District may exercise any remedy

authorized by law, any of the following remedies, or any combination thereof:

(a) The District may perform such obligation on behalf of the Licensee and charge the Licensee for (1) the cost to cure, (2) the District's indirect costs, and (3) interest at the maximum rate authorized by law.

(b) The District may terminate the License.

4.08. Licensee's Obligations Upon Termination of License.

The Licensee, at its expense, shall remove the Licensee's Facilities from the License Area upon termination of the License and restore the License Area and any portion of the Premises used by the Licensee to as nearly as possible to the same state and condition it was prior to the construction of the Licensee's Facilities. The Licensee shall execute and deliver to the District within 30 days after termination of the License a good and sufficient quitclaim deed of its rights under this License. If the Licensee fails to perform such obligation, a written notice recorded in the Official Records by the District reciting the failure or refusal of the Licensee to execute and deliver the quitclaim deed shall be conclusive evidence against the Licensee and all persons claiming under the Licensee of the termination of the License.

4.09. Written Notice.

Except as otherwise provided in this License, any written notice required to be given by the District to the Licensee shall be deemed given and delivered if delivered personally to the Licensee or if enclosed in an envelope addressed to the Licensee at the Licensee's Address and deposited in the United States mail, postage prepaid. Any written notice to be given by the Licensee to the District shall be deemed given and delivered if delivered personally to the District or if enclosed in an envelope addressed to the District at the District's Address and deposited in the United States mail, postage prepaid. Any written notice under this section shall be deemed received by the addressee three days following the mailing thereof. The District or the Licensee, or both, may at any time and from time-to-time, by proper written notice to the other, change its address for the receipt of notice.

4.10. Representations and Warranties.

Each person who executes this License on behalf of the District or the Licensee hereby represents and warrants that (a) the party on whose behalf he or she executes the License, if other than a natural person, (1) is a legally constituted legal entity and (2) has authorized the execution of this License, and (b) he or she is authorized to execute this License.

4.11. No Assignments.

This License is personal to the Licensee and the Licensee shall not assign or otherwise transfer this License or any of the Licensee's rights under this Agreement, either voluntarily,

ATTACHMENT "A"

involuntarily, or by operation of law. Any assignment or other transfer or attempted assignment or transfer contrary to the provisions of this Agreement shall be absolutely null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the District and the Licensee have executed this Agreement as of the Effective Date.

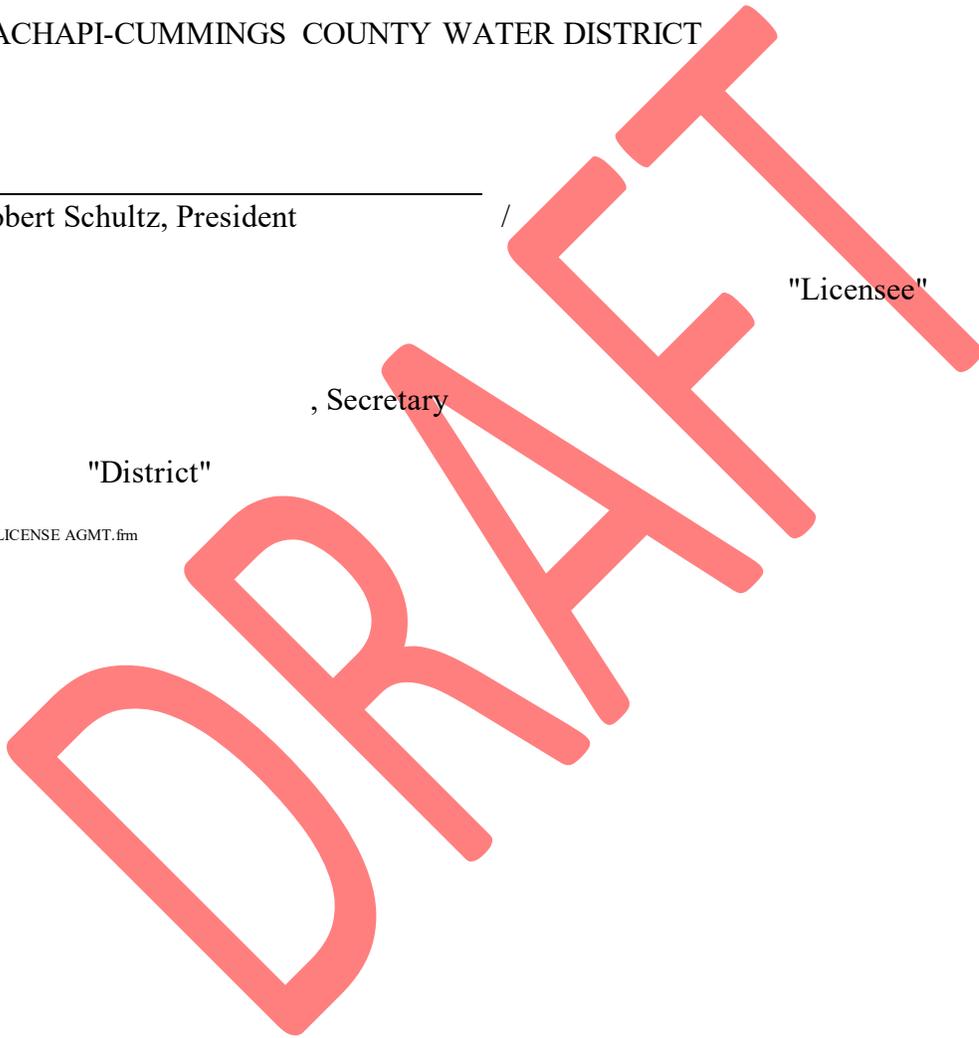
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

By _____
Robert Schultz, President /

"Licensee"

By _____
/ , Secretary

"District"



ATTACHMENT "B"



TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
April 16, 2025

TOPIC: Schedule Ad-Hoc Budget Committee Meeting
ITEM FOR: Discussion
PURPOSE: Schedule Required Meeting
IMPACT: Fiscal/Budget, Operations, Administration

SUBMITTED BY: Crystal Sampson

EXECUTIVE SUMMARY

Allow the Board to provide staff direction as to desired dates and times to hold meeting(s) for the Ad-Hoc Budget Committee.

BACKGROUND

Staff are currently working on the Preliminary Budget for Fiscal Year 2025-26 and would like to schedule a meeting with the Ad-Hoc Budget Committee (Directors Schultz and Davis) to present and review the initial draft of the Preliminary Budget.

Staff will have the information ready to provide to the Ad-Hoc Budget Committee by Friday, May 23rd, 2025. Staff would like to hold the initial Committee meeting between Wednesday, May 28th and Tuesday, June 3rd, 2025. This will allow enough time to meet once more, if necessary, prior to the June 18, 2025, RBM.

FISCAL IMPACT

\$100 per Director per meeting. These funds are included in the Fiscal Year 2024-25 Final Budget, as amended.

COMMITTEE RECOMMENDATION

None.

RECOMMENDED MOTION

None, for staff direction only.

ATTACHMENT

A - Ad-Hoc Committee Assignments - 2025



**Tehachapi-Cummings
County Water District**

Our Water • Our Future

Directors:

John M. Ables
Gerald Davis
Jonathan Hall
Joseph B. Sasia
Robert W. Schultz

Officers:

Robert W. Schultz, *President*
Jonathan Hall, *Vice President*
Thomas P. Neisler, *General Manager*
Catherine Adams, *Secretary*
Crystal Sampson, *Treasurer*

AD-HOC COMMITTEE ASSIGNMENTS – 2025

Audit Committee
Appointed 12/18/2024
Ables, Sasia

Budget Committee
Appointed 12/18/2024
Davis, Schultz

Water Rate Committee
Appointed 12/18/2024
Ables, Hall

Tehachapi Basin Committee
Appointed 12/18/2024
Hall, Schultz

OTHER BOARD-APPOINTED COMMITTEES

South Valley Water Resources Authority (Fish Friendly Diversion) Board of Directors
Appointed 12/18/2024
Member: Tom Neisler Alternate: Jon Curry

Joint Agencies Agreement Technical Advisory Committee
Appointed 12/18/2024
Members: Tom Neisler, Jon Curry