



AGENDA

Please turn off all cell phones while meeting is in progress.

STALLION SPRINGS COMMUNITY SERVICES DISTRICT
27800 STALLION SPRINGS DRIVE, TEHACHAPI, CA 93561

BOARD OF DIRECTORS SPECIAL BOARD MEETING
TUESDAY, OCTOBER 15, 2019

CLOSED SESSION @ 5:30 pm

- 1) Conference with Real Property Negotiation: Government Code §54956.8- Proposed Negotiaor for SSCSD-David Aranda General Manager.
Property Description APN: 448-051-33-4, 448-051-34-2 and 448-052-33-2. Discussion on Terms, price and conditions of sale.
- 2) Personnel: Governement Code §54957-Public Employee discipline and dismissal.

OPEN SESSION

@ 6:00 pm (or immediately following closed session)

BOARD OF DIRECTORS REGULAR BOARD MEETING
TUESDAY, OCTOBER 15, 2019

- 1) **Flag Salute**
- 2) **Call to Order**
- 3) **Roll Call:**

Directors present:

Directors absent:

- 4) **Reserved for President's Comments and Addendum.**
- 5) **PUBLIC PRESENTATIONS** – This portion of the meeting is reserved for persons desiring to address the Board on any matter not on this agenda and over which this Board has jurisdiction. "Please be advised however, the Brown Act prohibits action on items that are not listed on the Agenda, or properly added to the Agenda under the provisions of the Brown Act. The Board may set such items for consideration at some future Board meeting." Speakers are limited to three (3) minutes. PLEASE STEP TO THE PODIUM TO MAKE

YOUR PRESENTATION. STATE YOUR NAME AND ADDRESS FOR THE RECORD,
before making your presentation. Thank you.

- 6) **BOARD MEMBER ITEMS** – This portion of the meeting is reserved for Directors to present to the Board and to the public, information, announcements and items that have come to their attention. No formal action will be taken. A Board member may request that an item be placed, for consideration, at a future Board meeting.
- 7) Presentation by Tom Neisler General Manager for TCCWD in regard to Tehachapi Cummings Valley Adjudication and Water Banking.
- 8) Approval of Resolution No. 2019-23, a Resolution supporting the Amended and reinstated judgement and Board approval to authorize the Board President to sign the stipulation for entry of Amended and Reinstated Judgement of the Cummings Valley Water Basin.
- 9) Approval to enter into a Legal Services Agreement with Todd. E. Robins of Robins Borghei, LLP. In regard to 1,2,3 TCP.
- 10) Approval to have Ruetters & Schuler to perform a traffic speed study on the roads noted in the scope of service proposal at a cost not to exceed \$5,000.
- 11) Discussion regarding Yellow Starthistle.
- 12) Approval of the September 17, 2019 Regular Board Meeting Minutes.

** Due to outstanding circumstances Agenda items 13 & 14 will be presented at the November Board Meeting.**
- 13) Approval of Checks and the CalPERS Retirement Payments.
- 14) Financial Reports.
- 15) Police Report.
- 16) General Manager's Report.
- 17) Motion to adjourn.

ADA compliance statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the General Manager, David Aranda, at 661-822-3268. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Posted October 11, 2019



STALLION SPRINGS COMMUNITY SERVICES DISTRICT

27800 STALLION SPRINGS DRIVE, TEHACHAPI, CA 93561
(661) 822-3268, FAX (661) 822-1878, sscsd@stallionspringscsd.com

AGENDA SUPPORTING INFORMATION

Agenda #7

- Subject:** Presentation by Tom Neisler General Manager for TCCWD in regard to the proposed Cummings Valley Adjudication and the Five Year Water Banking Program.
- Submitted by:** David Aranda, General Manager
- Meeting Date:** October 15, 2019
- Background:** Mr. Neisler, General Manager for TCCWD is going to help the Board and other interested parties better understand the proposed adjudication of the Cummings Valley Water Basin and better understand the five year water banking program that Stallion Springs C.S.D. agreed to in the M & I Agreement. He will have a power point presentation on Tuesday.
- Recommendation:** None. This is an informational item.



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AGENDA SUPPORTING INFORMATION

Agenda #8

Subject: Approval of Resolution No. 2019-23, A Resolution supporting the Amended and restated judgement and Board approval to authorize the Board President to sign the stipulation for entry of Amended and Reinstated Judgement of the Cummings Valley Water Basin.

Submitted by: David Aranda, General Manager

Meeting Date: October 15, 2019

Background: The Water Master, Tehachapi Cummings County Water District has been working on reinstating the adjudication of the Cummings Valley Water Basin for a number of years now. The approval by the court of the adjudication of the Water Basin will allow the Water Master to better control the amount of water all parties use that can draw out of the Cummings Valley basin.

While this judgement will place a limited amount of water upon Stallion Springs, it overall protects Stallion Springs from other agencies over drafting the basin and leaving no water for our community.

Recommendation: Approve Resolution No. 2019-23 and direct the Board President to sign the stipulation for entry of the Amended and Restated Judgement of the Cummings Valley Water Basin.

**BEFORE THE BOARD OF DIRECTORS OF THE
STALLION SPRINGS COMMUNITY SERVICES DISTRICT**

Resolution No. 2019-23

**A RESOLUTION OF THE OF THE BOARD OF DIRECTORS OF THE
STALLION SPRINGS COMMUNITY SERVICES DISTRICT SUPPORTING THE
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT'S PROPOSED
AMENDED AND RESTATED JUDGEMENT AND PHYSICAL SOLUTION
FOR THE CUMMINGS BASIN AND AUTHORIZING THE BOARD PRESIDENT
ED GORDON TO EXECUTE A STIPULATION FOR ENTRY OF AMENDED
AND RESTATED JUDGEMENT AND PHYSICAL SOLUTION AND
[PROPOSED] ORDER JOINING STIPULATING PARTIES AS DEFENDANTS.**

WHEREAS, the Stallion Springs Community Services District owns land overlying the Cummings Basin and relies on the Cummings Basin as a source of groundwater for extraction and delivery to its customers for domestic uses; and

WHEREAS, as a conjunctive use customer of the Tehachapi-Cummings County Water District (TCCWD) pursuant to a Term M&I Agreement between the District and TCCWD, the District purchases State Water Project water from TCCWD and takes delivery of such water by pumping recharge water stored by TCCWD in the Cummings Basin; and

WHEREAS, the Court entered Judgment on March 6, 1972 ("Judgment"), which was reversed in part by the Fifth District Court of Appeal in 1975, determined that the safe yield of the Cummings Basin was 4,090 acre-feet per year (AFY), appointed TCCWD as water master and reserved continuing jurisdiction for all purposes; and

WHEREAS, TCCWD, with financial cooperation from the agricultural and municipal/industrial pumpers in the Cummings Basin, including the District, contracted with Fugro Consultants, Inc. to update the Cummings Basin Groundwater Model, which was completed in 2015; and

WHEREAS, Fugro's updated computer model is based on a 33-year history (1981-2013), and Fugro estimated the natural safe yield of the Cummings Basin to be 2,990 AFY, which is 27% less than the adjudicated safe yield of 4,090 AFY embodied in the Judgment; and

WHEREAS, if extractions of groundwater from the Cummings Basin exceed 2,990 AFY, the basin will eventually become depleted, jeopardizing the District's water supply; and

WHEREAS, as reflected in TCCWD's reports to the Court as water master, estimated annual pumping of groundwater from the Cummings Basin during the period of 2013 through 2018 has ranged from 3,287 acre feet (AF) to 3,629 AF; and

WHEREAS, the Judgment is outdated in that it only forbids total annual extractions exceeding 4,090 AFY, and should be updated to recognize that the natural safe yield is 2,990 AFY so that extractions in excess of that amount may be prevented; and

WHEREAS, TCCWD has prepared a proposed Amended and Restated Judgment and Physical Solution for the Cummings Basin that:

- a. Adjusts the natural safe yield to 2,990 AFY;
 - b. Provides for a periodic (every eight years) redetermination of the natural safe yield;
 - c. Sets forth a process for the water master to allocate annually and equitably the natural safe yield among the overlying owners, taking into account the types of uses and the quantities of water needed by each overlying owner;
 - d. Requires metering of all extraction wells, with most wells being required to have meters by 2021 and wells for single-family residential wells extracting less than 2 AFY being required to be metered by 2025;
 - e. Requires monthly and annual reporting to the water master of all extractions and uses of groundwater;
 - f. Provides the water master with certain duties and powers to manage the basin and for an administrative assessment for the water master's costs of carrying out its duties under the Amended Judgment; and
 - g. Sets forth a process for appealing water master decisions to the Court;
- and

WHEREAS, the District is not a party to the action filed by TCCWD; and

WHEREAS, due to the District's status as an overlying owner and a conjunctive use customer, TCCWD has asked the District to execute a Stipulation for Entry of Amended and Restated Judgment and Physical Solution and [Proposed] Order Joining Stipulating Parties as Defendants.

IT IS HEREBY FOUND, DETERMINED AND RESOLVED by the Board of Directors of Stallion Springs Community District as follows:

That the District supports the Tehachapi-Cummings County Water District's proposed Amended and Restated Judgment and Physical Solution, and the Board President, Ed Gordon is authorized to execute the proposed Stipulation for Entry of Amended and Restated Judgment and Physical Solution and [Proposed] Order Joining Stipulating Parties as Defendants on behalf of the District.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Stallion Springs Community Services District this 15th day of October 2019, on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ed Gordon, President
Board of Directors

ATTEST:

Vanessa Stevens, Secretary
Board of Directors

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**SIGNATURE PAGE TO
STIPULATION FOR ENTRY OF AMENDED AND RESTATED JUDGMENT AND PHYSICAL
SOLUTION AND [PROPOSED] ORDER JOINING STIPULATING PARTIES AS DEFENDANTS**

1. This signature page is intended to be attached to the Stipulation for Entry of Amended and Restated Judgment and Physical Solution and [Proposed] Order Joining Stipulating Parties as Defendants entered into by and between Tehachapi-Cummings County Water District and various stipulating Overlying Owners, District Conjunctive Use Customers, and other Extractors in the matter of *Tehachapi-Cummings County Water District v. Frank Armstrong, et al.*, Kern County Superior Court case number 97209.

2. The undersigned has read the Stipulation referenced above and, by signing below, agrees to its terms.

For Individuals

Dated: _____, 2019 Signature: _____
Name: _____

For Entities

Dated: _____, 2019 Entity Name: _____
Signature: _____
Name: _____
Title: _____

1 Robert G. Kuhs, SBN 160291
2 Bernard C. Barmann, Jr., SBN 149890
3 KUHS & PARKER
4 P. O. Box 2205
5 1200 Truxtun Avenue, Suite 200
6 Bakersfield, CA 93303
7 Telephone: (661) 322-4004
8 Facsimile: (661) 322-2906
9 E-Mail: rgkuhs@kuhsparserlaw.com
10 bbarmann@kuhsparserlaw.com

**Exempt from filing fee
per Govt. Code, § 6103**

11 Attorney for Tehachapi-Cummings County Water District

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF KERN

14 TEHACHAPI-CUMMINGS COUNTY
15 WATER DISTRICT, a body corporate and
16 politic,

17 Plaintiff,

18 vs.

19 FRANK ARMSTRONG, et al.,

20 Defendants.

Case No.: 97209

**STIPULATION FOR ENTRY OF
AMENDED AND RESTATED
JUDGMENT AND PHYSICAL
SOLUTION AND [PROPOSED] ORDER
JOINING STIPULATING PARTIES AS
DEFENDANTS**

Date Action Filed:
Judgment Entered:

21 **Introduction**

22 1. The parties to this Stipulation and Order for Entry of Amended and Restated
23 Judgment and Physical Solution ("Stipulation") are plaintiff Tehachapi-Cummings County
24 Water District ("TCCWD") and the stipulating Overlying Owners, District Conjunctive Use
25 Customers, and other Extractors that are signatories hereto ("Stipulating Extractors") (together
26 with TCCWD, the "Stipulating Parties"). The proposed Amended and Restated Judgment and
27 Physical Solution is attached hereto as **Exhibit 1** and incorporated herein by reference
28 ("Amended Judgment"). Defined terms in the Amended Judgment shall have the same meaning
in this Stipulation.

2. In 1966, TCCWD filed this action, alleging that the Cummings Basin had been in
a state of Overdraft since 1949 and asking the Court, among other things, to adjudicate the

1 groundwater rights of the parties and to enjoin them from Extracting more than the Natural Safe
2 Yield of the Basin. The Court entered Judgment on March 6, 1972 (“Judgment”). The Judgment,
3 which was reversed in part by the Fifth District Court of Appeal in 1975, determined that the safe
4 yield of the Cummings Basin was 4,090 AFY, appointed TCCWD as Watermaster and reserved
5 continuing jurisdiction for all purposes.

6 3. Each of the Stipulating Extractors (i) is currently Extracting, (ii) intends and
7 threatens to Extract, or (iii) is an Overlying Owner on whose land groundwater is currently being
8 Extracted from the Cummings Basin.

9 4. For the reasons stated in the proposed Amended Judgment, the Stipulating Parties
10 hereby seek to amend the terms of the Judgment. The Amended Judgment, in order to provide
11 for sustainable management of the Cummings Basin, among other things:

- 12 a. Adjusts the Natural Safe Yield to 2,990 AFY as determined by the 2015
13 Cummings Basin Groundwater Model;
- 14 b. Provides for the periodic redetermination of the Natural Safe Yield;
- 15 c. Sets forth an equitable process for the Watermaster to allocate annually the
16 Natural Safe Yield among the Overlying Owners;
- 17 d. Provides for metering of all wells Extracting groundwater from the Cummings
18 Basin by 2021, except for existing single-family residential wells Extracting
19 less than 2 AFY which must be metered by 2025;
- 20 e. Requires monthly and annual reporting of Extractions and groundwater use;
- 21 f. Provides the Watermaster with certain duties and powers to manage the
22 Cummings Basin and for an Administrative Assessment for the Watermaster’s
23 costs of carrying out its duties under the Amended Judgment; and
- 24 g. Sets forth a process for appealing Watermaster decisions.

25 5. Each Stipulating Party has agreed to this Stipulation without admitting any factual
26 or legal provisions of this Stipulation or the Amended Judgment.

27
28

1 Stipulation

2 6. Each of the Stipulating Parties that has not previously appeared in this action
3 hereby represents that it is an Extractor and appears in the action as a defendant and submits to
4 the Court's jurisdiction.

5 7. Except for Paragraph 6 above, this Stipulation is expressly conditioned, as set
6 forth in Paragraph 10 below, upon the approval and entry of the Amended Judgment by the
7 Court.

8 8. The following facts, considerations, and objectives, among others, provide the
9 basis for this Stipulation:

- 10 a. The Stipulating Parties represent all or a substantial part of the total Extraction
11 within the Cummings Basin.
- 12 b. For several years total Extractions from the Cummings Basin have exceeded
13 the Natural Safe Yield of 2,990 AFY.
- 14 c. Protection of the rights of the Stipulating Parties and protection of the public
15 interest within the Cummings Basin require the development and imposition
16 of a Physical Solution.
- 17 d. The Amended Judgment is consistent with and in furtherance of the mandate
18 of Article X, Section 2, of the State Constitution and the water policy of the
19 State of California.
- 20 e. The Amended Judgment is consistent with the water right priorities of all non-
21 stipulating parties and treats all objecting parties and all other non-stipulating
22 parties equitably.
- 23 f. Entry of the Amended Judgment will avoid the time, expense, and uncertainty
24 associated with litigation.
- 25 g. The Amended Judgment will aid in securing a reliable and cost-effective
26 water supply to serve the needs of the Stipulating Parties and other Extractors.

27 9. The provisions of the Amended Judgment are related, dependent, and not
28 severable. Each and every term of the Amended Judgment is material to the Stipulating Parties'

1 agreement. If the Court does not approve the Amended Judgment as presented, or if an appellate
2 court overturns or remands the Amended Judgment entered by the trial court, then this
3 Stipulation is *void ab initio* with the exception of Paragraphs 6 and 7, which shall survive.

4 10. The Stipulating Parties will cooperate in good faith and take any and all necessary
5 and appropriate actions to support the Amended Judgment until such time as this Amended
6 Judgment is entered by the Court, and appeals, if any, are final, including:

7 a. Producing evidentiary testimony and documentation in support thereof;

8 b. Defending the Amended Judgment against non-stipulating parties,

9 including, as appropriate, providing evidence of the Stipulating Parties' Overlying Use.

10 **Court Approval**

11 11. The Stipulating Parties agree that an orderly procedure for obtaining the Court's
12 approval of the Amended Judgment is a material term to this Stipulation. The Parties agree that a
13 noticed motion to be filed by TCCWD is an appropriate process for obtaining such approval.

14 **Other Terms**

15 12. The Stipulating Parties agree that this Stipulation shall bind and benefit them and
16 will be binding upon and benefit all their respective heirs, successors-in-interest, and assigns.

17 13. Upon entry of the Amended Judgment, a copy of the Amended Judgment shall be
18 recorded in the official records of the County of Kern.

19 14. Each signatory to this Stipulation represents and affirms that he or she is legally
20 authorized to bind the Stipulating Party on behalf of whom he or she is signing.

21 15. This Stipulation may be executed in counterparts and by means of portable
22 document format (.pdf), which taken together shall be deemed to constitute one document.

23
24 Dated: _____, 2019

TEHACHAPI-CUMMINGS COUNTY WATER
DISTRICT

25
26 By: _____
James Pack, Its President

27
28 By: _____
Catherine Adams, Its Secretary

1 APPROVED AS TO FORM:

2 Dated: _____, 2019

3 KUHS & PARKER

4
5 By: _____

6 Bernard C. Barmann, Jr., counsel for
7 Tehachapi-Cummings County Water District

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9 **[Additional party signatures are on the attached pages following the form of Order.]**

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ORDER

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Based upon the stipulation of the parties and good cause appearing therefore, the Court orders as follows:

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1. All Stipulating Parties that have not previously appeared in the action are hereby joined in the action as defendants.

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Dated: _____, 2019

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Judge of the Superior Court



STALLION SPRINGS COMMUNITY SERVICES DISTRICT

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AGENDA SUPPORTING INFORMATION

Agenda #9

Subject: Approval to enter into a legal services agreement with Todd E. Robins of Robins Borghei, LLP in regard to 1, 2, 3, TCP.

Submitted by: David Aranda, General Manager

Meeting Date: October 15, 2019

Background: Last year the District sampled C.V. Well #2 and found that it showed a pollutant called 1, 2, 3, TCP. Fortunately, with Board approval the District was able to purchase the Bornt Well, (now called C.V. #3) and that well was able to produce clean potable water to the community this past summer.

The District must have alternative water sources and we cannot be fully reliant on C.V. #3 because of the possibility of a well breakdown with the pump, motor, etc. The Board approved the purchase of a Carbon Filter System that would be connected to C.V. #2 and would filter out the 1, 2, 3 TCP and thus allow the District the option of using that well, if needed.

1, 2, 3 TCP has been found to be a pollutant created by one of two companies, Dow or Shell. A number of water agencies in the San Joaquin Valley have successfully sued one or both of these companies for damages and have been rewarded money to pay for the carbon filter systems and the sampling and other costs associated with the process of providing clean drinking water to the residents these agencies serve.

Mr. Robins has been involved in successfully representing various agencies and has been successful in obtaining judgements in the favor of the water agencies.

The attached legal services agreement is the start of a process in attempting to collect damages for Stallion Springs to recover some of the costs involved in providing C.V. #2 Well to our residents for potable drinking water. As noted in the agreement the Attorney's fees would be on a Contingency Basis.

Recommendation: The General Manager is recommending that the Board allow the General Manager, District Engineer and Robins Borghei, LLP to work together in an attempt to collect some if not all of the costs involved in the District providing potable water from the C.V. #2 well that contains 1,2,3, TCP.

David

From: Todd Robins <trobins@rbwaterlaw.com>
Sent: Monday, September 30, 2019 1:09 PM
To: daranda300@gmail.com
Subject: RE: CONFIDENTIAL: Stallion Springs CSD 1,2,3-TCP matter
Attachments: 2019.09.30_STA_Stallion Springs Legal Services Agreement_DRAFT.docx

David,

My apologies, please refer to the attached draft agreement rather than the one attached to my earlier email, which contained an error. Thank you.

Todd

Todd E. Robins
ROBINS BORGHEI LLP
369 Pine Street, Suite 400
San Francisco, CA 94104
(415) 848-8850 (office)
(415) 999-2113 (cell)
trobins@rbwaterlaw.com

This email and any attachments hereto may contain confidential and/or privileged subject matter. If you have received this communication in error, please delete it immediately.

From: Todd Robins
Sent: Monday, September 30, 2019 12:50 PM
To: daranda300@gmail.com
Subject: CONFIDENTIAL: Stallion Springs CSD 1,2,3-TCP matter

CONFIDENTIAL & PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

David,

It was a pleasure speaking with you this morning. I am sorry to hear about the troubles you are facing with 1,2,3-TCP contamination in your CV-2 well. But I am glad that you reached out to me, as it appears that, with our help, you should have a solid opportunity to pursue cost-recovery from the responsible parties.

As we discussed, I have put together a draft proposed legal services agreement that contains our standard terms of representation on a contingency basis in a case of this type. It is attached for your review.

When you have a chance, please send me the contact information for your design engineer so that I can speak with him about the issue and develop a more refined evaluation of the potential damages in this case. Please also, if you can, send me the TCP test results you have for Well CV-2 and any materials the engineer has generated with respect to plans and cost estimates for the treatment plant.

Once I have had a chance to review and gather additional information, let's set up a closed session meeting with your board to discuss this potential litigation and possible retention of my firm.

Best,
Todd

Todd E. Robins

 **ROBINS BORGHEI LLP**
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trobins@rbwaterlaw.com

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LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between Robins Borghei LLP (hereafter referred to as “Attorney”) and the Stallion Springs Community Services District (hereafter referred to as “Client”). This Agreement is required by California Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Attorney to Client are as follows: Representation of Client in a civil action in the Superior Court and/or U.S. District Court for property damages and other appropriate relief arising from contamination of the water supplies of one or more special districts owned and/or operated by Client with 1,2,3-trichloropropane (“TCP”) (the “Action”), including any appeals in the Action.

3. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless expressly agreed to in writing, the matters described in paragraph 2 are the only matters that Attorney has agreed to handle. Any additional legal services must be agreed to in writing or are expressly excluded from this agreement. Without limiting the foregoing, Client acknowledges that Attorney is not agreeing to provide any of the following legal services:

A. Proceedings before any administrative or governmental agency, department or board. However, with Client’s permission Attorney may elect to appear at such administrative proceedings to protect Client’s rights in this litigation, without Client being assessed any additional attorney’s fee in connection with such appearance. Attorney acknowledges and agrees that Client has retained separate counsel to represent client before administrative agencies and that any appearance by Attorney before an administrative agency is subject to review and direction by the Client’s separate administrative agency counsel.

- B. Any collection, execution or enforcement proceedings on any judgment.
- C. Defending any legal action(s) against Client commenced by any person, including any counterclaims asserted against Client in the Action.
- D. Defending any claim against Client for unreasonable use of water and/or waste of water.
- E. Defending any action concerning water rights.

If Client wishes to retain Attorney to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between Attorney and Client will be required.

4. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS

Client is retaining the law firm of Robins Borghei LLP, and attorney services to be provided to Client will not necessarily be performed by any particular attorney.

5. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates its General Manager, David Aranda, or such other person(s) Client designates in writing, as the authorized representative to direct Attorney and to be the primary individuals to communicate with Attorney regarding the subject matter of Attorney's representation of Client under this Agreement. This designation does not preclude communication between Attorney and other representatives of Client.

6. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments, and pay invoices in a timely manner as provided herein.

7. **ROLE OF CLIENT'S COUNTY COUNSEL.** Attorney shall consult Client's district legal counsel, if any, regarding major litigation decisions, including but not limited to those related to settlement. However, the Parties acknowledge and agree that nothing in this Agreement provides for any compensation to the district legal counsel or his/her office in connection with his or its role in the Action, which is solely between Client and Attorney.

8. **ATTORNEY'S FEES.** The amount Attorney will receive for Attorney's fees for the legal services to be provided under this Agreement will consist of a contingent fee.

A. The Contingent Fee

Attorney will receive a contingent fee of thirty-five percent (35%) of any Recovery (including any Cash or non-Cash Recovery, as defined in paragraph 8(b)(i) and (ii)) achieved in or as a result of the Action.

B. Definitions

The term "Recovery" means the sum of: (1) any "Cash Recovery" (as defined in paragraph 8(b)(i)); and (2) any "Non-cash Recovery" (as defined in paragraph 8(b)(ii)) recovered by Client as a result of the Action and/or as a result of Attorney's efforts on Client's behalf pursuant to this Agreement and arising out of or related to the contamination described in paragraph 2 above, before reduction or adjustment for "Advanced Costs" (as defined in paragraph 10 of this Agreement). A "Recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

(i) "Cash Recovery" means, without limitation, the total, then-present value of any monetary payments to be made to Client (whether by settlement, arbitration award, court judgment or other method of distribution) as a result of the Action

and/or as a result of Attorney's efforts on Client's behalf pursuant to this Agreement and arising out of or related to the contamination described in paragraph 2 above, including interest of any kind.

(ii) "Non-cash Recovery" means, without limitation, the fair market value of any property to be delivered to Client, services rendered for Client's benefit, and any other non-cash benefit subject to valuation, including but not limited to injunctive and/or equitable relief, to be conferred on Client as a result of the Action and/or as a result of Attorney's efforts on Client's behalf pursuant to this Agreement and arising out of or related to the contamination described in paragraph 2 above.

C. Calculation of Contingent Fee

- (i) The contingent fee pursuant to paragraphs 8(b)(i) and (ii) is calculated by multiplying the Recovery by the fee percentage as provided in paragraph 8(a).
- (ii) It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, the total Recovery will consist of any initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the total Recovery by the fee percentage as provided in paragraph 8(a). The attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the attorney's fees. If there are insufficient funds to pay the attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client

before there is any distribution to Client.

- (iii) Any Cash Recovery obtained shall be directed in the first instance to Attorney and shall be placed and held by Attorney in an interest bearing trust account administered by Attorney (the "Trust Account"). When a Cash Recovery is received by Attorney, Attorney shall notify Client and provide Client with a statement of outstanding fees and unreimbursed Advanced Costs. Funds in the Trust Account shall be released, first, to pay unreimbursed Advanced Costs up to the date of such Recovery, plus interest, and second, to pay any fees that Client owes to Attorney based on such Recovery. The remainder of such funds (if any) shall be distributed to Client.
- (iv) For purposes of calculating the present value of any Cash Recovery or Non-Cash Recovery under this Agreement the discount rate shall be the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the Recovery for which the present value is being calculated.

D. Reasonable Fee if Contingent Fee Unenforceable

In the event the contingent fee portion of this Agreement is determined to be unenforceable for any reason or Attorney is prevented from representing Client on a contingent fee basis, Client shall pay a reasonable fee for the services rendered to the extent of any Recovery. The parties shall use best efforts to negotiate a reasonable fee. If they cannot do so, the parties agree to attempt to resolve the dispute through mediation by a mutually agreed upon mediator. If mediation is unsuccessful, the fee shall be determined by arbitration proceedings before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such

proceedings born equally by the Client and Attorney.

A reasonable fee should take into account the risks borne by Attorney in prosecuting the action. It is understood by the parties to this Agreement that the time required to prosecute the Action and the litigation costs incurred may require Attorney to spend time and money on the case which is not compensated, if there is no Recovery.

E. Disagreements Concerning Value of Recoveries

In the event the parties disagree with respect to the value of any Cash or Non-Cash Recovery, or the value of any settlement offer, they shall proceed as follows: Each party shall select an appraiser qualified to conduct an appraisal of the value of the Recovery or settlement offer. Each party's selected appraiser shall then confer and select a third qualified appraiser, who shall determine the value of the Recovery. The third appraiser's valuation shall be final and binding on the parties. Client and Attorney shall each bear the expense of its own selected appraiser, and Client and Attorney shall share equally the expenses of the third appraiser.

F. Timing of Payment of Attorney's Fee

Attorney's fee on any Cash Recovery shall be due and payable at the time such Recovery is deposited into the Trust Account, and before distribution of any Recovery to Client, as provided in Paragraph 8(c)(iii) herein. Attorney's fee on any Non-Cash Recovery shall be due at the time any Judgment or Settlement providing for such Non-Cash Recovery is made or entered into.

G. Negotiated Fee

The contingency fee provided for in this Agreement is not set by law but is negotiable between Attorney and Client, and has been negotiated.

H. Action to Seek Only Monetary Damages

It is the Client's desire to maximize the likelihood of a Cash Recovery as opposed to a Non-Cash Recovery as a result of the representation provided for herein. At the Client's express request, and with the intent of precluding the possibility of a Non-Cash Recovery obtained via court judgment in the Action, the Action Attorney commences on Client's behalf shall be limited to claims for monetary relief only. Accordingly, the provisions herein related to calculation of the contingency fee based on a Non-Cash Recovery shall apply only in the event Client elects, at its sole discretion, to accept a settlement of the Action that constitutes or includes a Non-cash Recovery.

9. **DIVISION OF ATTORNEY'S FEES.** Attorney may divide Attorney's fees received for the legal services provided under this Agreement with another attorney or law firm retained as associate counsel. The terms of such division, if any, will be disclosed to Client. Attorney and Client agree that such a division may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees will be made and of the terms of such division. A decision by Attorney to retain associate counsel shall be subject to Client's approval, which shall not be withheld unreasonably.

10. **ADVANCED COSTS.**

A. Attorney will advance all costs in connection with Attorney's representation of Client under this Agreement. Such Advanced Costs will be advanced by Attorney and then paid by Client from any Recovery. Attorney will notify Client of Advanced Costs with reasonable frequency.

B. If there is a Recovery, Client must reimburse Attorney for the full amount of any unreimbursed Advanced Costs, provided that sum does not exceed the amount recovered.

Attorney will be reimbursed for any unreimbursed Advanced Costs before any distribution of fees to Attorney and before any distribution to Client. To the extent Attorney advances costs, interest of 6% per annum will be assessed on such Advanced Costs. If, upon final resolution of the Action, there is no Recovery or the Recovery is insufficient to reimburse Attorney in full for Advanced Costs incurred, Attorney will bear the loss for any Advanced Costs not reimbursed under this paragraph.

C. Costs for purposes of paragraph 10 are all out of pockets expenses attributable to the Action and include, but are not limited to, court filing fees, deposition costs, transcripts, expert fees and expenses, investigation costs, scientific testing, legal research costs, travel, meal and hotel expenses, messenger service fees, photocopying expenses, staff overtime (when incurred under extraordinary circumstances specific to the Action), document review vendors, and process server fees. Items that are not to be considered costs, and that must be paid by Client without being either advanced or contributed to by Attorney, include, but are not limited to, Client's expense incurred in providing information to counsel or defendants and damages claimed by others in the litigation and other parties' costs and/or attorneys' fees, if any, that Client is ultimately required to pay.

11. REPRESENTATION OF ADVERSE INTERESTS/CONFLICTS OF INTEREST.

Client understands that currently, and from time to time, Attorney represents other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of Attorney's practice. Further, Client understands and agrees that Attorney represents other clients in actions similar to the Action and even against the same defendants.

Client understands and agrees that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in the Action. Client understands and agrees that Attorney would not take on this engagement if it required Attorney to forego representations like those described above. Client has been advised to confer with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of Attorney's current and continuing representation of other clients in similar litigations, because it enables Client to obtain the benefits of Attorney's expertise. Therefore, Client consents that Attorney may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing Client. Attorney would not, of course, take on such other work if it required Attorney to be directly adverse to Client while Attorney was still representing Client in the Action.

12. **SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney. Client will reasonably cooperate with Attorney on matters related to potential settlements.

13. **ORDER OR AGREEMENT FOR PAYMENT OF ATTORNEY'S FEES OR COSTS BY ANOTHER PARTY.** The court may order, or the parties to the dispute may agree, that another party will pay some or all of Client's attorney's fees, costs, or both. Any such order or agreement will not affect Client's obligation to pay attorney's fees and to reimburse Attorney for Advanced Costs under this Agreement. However, subject to Paragraph 8 (contingent fee), any such amounts actually received by Attorney will be credited against attorney's fees or

Advanced Costs, respectively, incurred by Client.

14. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further Advanced Costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney.

In the event Attorney is discharged before the termination of the Action, Client shall (1) reimburse Attorney for any and all Advanced Costs, plus interest as provided in Paragraph 10(B), not later than thirty (30) days from receipt of a final cost accounting from Attorney, and (2) upon Recovery in the Action, if any, pay Attorney a fee consisting of the reasonable value of Attorney's services performed up to the point of the discharge. Nothing herein shall be construed to limit Client's rights and remedies in the event of a discharge of Attorney for good cause.

15. **WITHDRAWAL OF ATTORNEY.** Client agrees that Attorney may withdraw from representation of Client for any reason, upon 30 days' written notice of termination, said notice to specify the effective date of the termination. Attorney shall file a motion to withdraw, if the Action remains pending and Client does not promptly sign a substitution-of-attorneys form provided by Attorney.

Where Attorney terminates this Agreement without good cause as defined in California Rules of Professional Conduct 3-700, Attorney shall not be entitled to a fee for any Partial Recovery or Recovery obtained by Client after the termination date, regardless of the status of the Action. However, Attorney shall be entitled to their contingent fee and reimbursement for

any Advanced Costs on any Recovery which Client has already received, except that Client's obligation to reimburse Attorney for Advanced Costs or contingent fees on Recoveries shall not exceed the amount of Cash Recovery and/or Partial Cash Recovery received by Client up to the date of withdrawal.

If Attorney has good cause for withdrawing as defined in California Rules of Professional Conduct 3-700, then Attorney shall be compensated and reimbursed as described in paragraph 14 for a discharge.

16. **CONCLUSION OF SERVICES.** When Attorney's services conclude, whether by completing the terms of this Agreement or by discharge (under paragraph 14) or withdrawal (under paragraph 15), all unpaid charges (including fees under Paragraph 8 and Advanced Costs under Paragraph 10) will immediately become due and payable, except as otherwise provided herein.

17. **LIEN.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's fee and/or Costs advanced under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid Costs (under Paragraphs 10, 14 and 15) or fees (under Paragraphs 8, 14 and 15) at the conclusion of Attorney's services. The lien will attach to any Recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

Attorney will retain client files for 5 years, after which all files will be destroyed.

19. **CONFIDENTIALITY OF AGREEMENT.** This Agreement is an attorney client communication and shall not be disclosed by Client or Attorney to any third party, except as may otherwise be required by law. In the event of a request to the Client to provide a copy of this Agreement or a description of its terms, Attorney will work with the Client to provide an appropriate response. Nothing herein shall preclude Attorney and Client from agreeing together to disclose the Agreement or its terms.

20. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this Agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

21. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

22. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

23. **MEDIATION AND ARBITRATION OF DISPUTES.** If any dispute arises out of this Agreement that the Parties are unable to resolve among themselves, the Parties agree to first attempt to resolve the dispute through mediation. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, that the Parties are unable to resolve through mediation, shall be determined by binding

arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

24. **ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement shall be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter, as determined by the Arbitrator or the court in which the action or proceeding to enforce any provision of this Agreement is pending.

25. **GOVERNING LAW.** The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of California.

26. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement will be the date when, having been executed by Client, one copy of the agreement is received by Attorney.

27. **AUTHORITY OF PARTIES.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each signs.

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28. **EXECUTION.** This Agreement may be executed by transmittal of facsimile or electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

STALLION SPRINGS COMMUNITY SERVICES DISTRICT (Client)

Dated: _____

By _____

Its _____

ROBINS BORGHEI LLP (Attorney)

Dated: _____

By _____

TODD E. ROBINS, Partner



STALLION SPRINGS COMMUNITY SERVICES DISTRICT

27800 STALLION SPRINGS DRIVE, TEHACHAPI, CA 93561
(661) 822-3268, FAX (661) 822-1878, sscsd@stallionspringscsd.com

AGENDA SUPPORTING INFORMATION

Agenda #10

Subject: Approval to have Ruetters & Schuler perform a traffic speed study on the roads noted in the scope of services proposal at a cost not to exceed \$5,000.

Submitted by: David Aranda, General Manager

Meeting Date: October 15, 2019

Background: The District must meet various standards to properly enforce the speed limits in Stallion Springs with radar.

Part of those standards involves doing a traffic speed study that utilizes a formula to determine what those speeds are and thus making anyone going over those speeds responsible for tickets they may receive. The key issue is safety.

The District may be able to save some money by having volunteers actually perform the speed study and then providing the necessary information to Ruetters & Schuler allowing them to produce the speed limits.

Recommendation: Approve expending up to \$5000 for Ruetters & Schuler to perform a traffic speed study on designated roads in Stallion Springs.

Stallion Springs Community Services District 2019- 2020 Traffic Speed Zone Survey

California Vehicle Code (CVC) Section 40802 requires that an engineering and traffic survey be prepared for each segment where enforcement of the speed limit involves the use of radar or any other electronic device. Each engineering and traffic survey is valid for five years, or for seven years in cases where the arresting officer has completed device training and the device has been recently calibrated. The previous traffic speed zone survey was completed several years ago and we are out of compliance.

The California Manual of Uniform Traffic Control Devices (MUTCD), as required under CVC 21400(b), defines standards for posting speed limits that rely upon collecting speed data in the field to determine the 85th percentile speed, which is subsequently rounded upward or downward to the nearest 5 mile per hour increment.

First Priority

1. Stallion Springs Drive
2. Jack's Hill Road
3. Horsethief Drive

Second Priority

1. Bold Venture Drive
2. ST. Andrews Drive

It is my recommendation that the Stallion Springs Community Services District conduct a Traffic Speed Survey as soon as practical and I have provided a list of streets in need of a survey below. If you have a question please feel free to contact me.

Sincerely,



Gary Crowell

Scope of Services
Ruettgers & Schuler Civil Engineers
Stallion Springs CSD Speed Study

Data Collection

- Collect Data at the following roadway segments:
 - Stallion Springs Drive: Crofun to Spyglass
 - Stallion Springs Drive: Spyglass to Comanche
 - Jacks Hill: Horsethief to Comanche
 - Jacks Hill: Comanche to Peregrine
 - Horsethief: Jacks Hill to Stallion Springs
 - Horsethief: Stallion Springs to Stallion Springs
 - Bold Venture: Stallion Springs to High Gun
 - Bold Venture: High Gun to Stallion Springs
 - St. Andrews: Stallion Springs to Comanche
- Collect speed data using certified radar gun at identified speed zones
 - Investigate accident history at the identified speed zones
 - Obtain existing roadway conditions

Ru+J

Data Calculations, Evaluation and Report Preparation

- Input data into analysis spreadsheet and calculate the following:
 - 85th percentile speed
 - Average Speed
 - Pace Speed
- Determine speed limit based on data analysis, accident data, roadway conditions and special circumstances
- Prepare report based on findings

Budget Summary

Description of Work	Budget
1. Data Collection (T&M Not to Exceed)	
a. Speed data collection	\$2,000
b. Accident data investigation	<u>\$500</u>
<i>Subtotal Data Collection</i>	<i>\$2,500</i>
2. Data Calculations, Evaluation and Report Preparation (T&M Not to Exceed)	
a. Speed data sheets	\$1,500
b. Report	<u>\$1,000</u>
<i>Subtotal Data Calculations, Evaluation and Report Preparation</i>	<i>\$2,500</i>
Total Budget (T&M Not To Exceed)	<u>\$5,000</u>



STALLION SPRINGS COMMUNITY SERVICES DISTRICT

27800 STALLION SPRINGS DRIVE, TEHACHAPI, CA 93561
(661) 822-3268, FAX (661) 822-1878, sscsd@stallionspringscsd.com

AGENDA SUPPORTING INFORMATION

Agenda #11

Subject: Discussion regarding Yellow Star Thistle

Submitted by: David Aranda, General Manager

Meeting Date: October 15, 2019

Background: At the September Board of Directors meeting a resident brought to the Boards attention the concern that yellow star thistle is making a significant comeback in Stallion Springs. It was agreed that the General Manager would bring a report back to the board in regard to this concern.

The General Manager was disappointed to find that there is no ongoing program in the Greater Tehachapi Area in regard to the eradication of yellow star thistle and essentially the various entities in the Greater Tehachapi area are not actively attempting to control the thistle as it had been done in past years.

The General Manager has determined that it would be best to have the following be done to control yellow star thistle:

1. Determine growth of yellow star thistle on district property and have staff carefully remove it by digging it up and bagging it for the trash.
2. Determine the growth of yellow star thistle on private property and write to the owners and have them remove it in the same manner.
3. Contract in the spring with a licensed sprayer to place a pre and post emergent product on the plant.

These recommendations will cost time and money. I am recommending that the Board allow the General Manager to attempt to work with staff and the residents in addressing this issue in the most cost effective manner possible.

Attached is some information Bear Valley Springs produced in regard to Yellow Star Thistle.

CONTROL

YELLOW STARHISTLE cannot be controlled in a single treatment or single year. Effective control requires the suppression of the weed, combined with establishment of desirable vegetation. A single plant permitted to mature and go to seed can yield as many as 29,000 seeds per square meter. These seeds can form an underground seed bed viable for as long as ten years! For this reason it is important that the plant be destroyed before going to seed.

MANUAL CONTROL

The surest, most environmentally friendly way to control the weed is by cutting it off at ground level with a hoe or shovel. It will not re-grow from the root. If it has developed flowers, it should be taken to the yellow starthistle burn pit, located at the CSD green-waste area, using care not to drop seeds en-route. Mowing is not recommended because the plant will simply sprout branches and flowers below the mower level.

SPRAYING

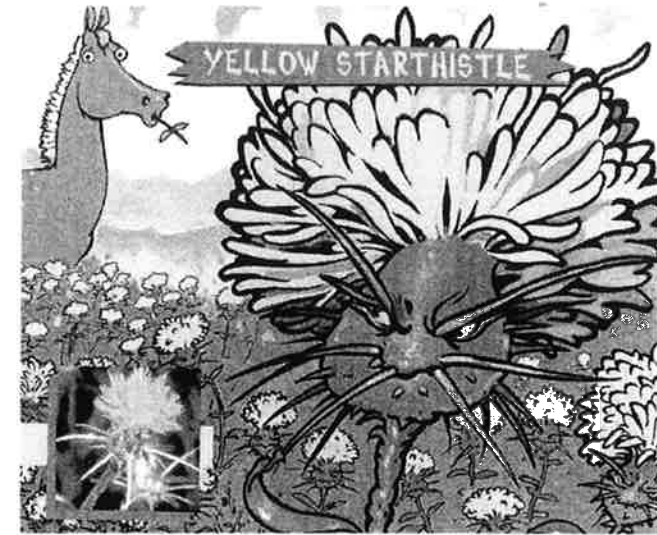
Infestations too large for manual control may be sprayed. A clopyralid herbicide product ("Star Thistle Killer") that is appropriate for both pre- and post-emergent Yellow Starthistle control is available over the counter to homeowners for use on pastures and non-crop areas. Other herbicides can be used, such as glyphosate (Roundup®) or a 2,4-D mixture (Weed B Gon®), at different plant growth stages.

RESPONSIBILITIES

In February, 1999, the Bear Valley Community Services District Board of Directors passed Ordinance No 99-144, requiring property owners to abate hazardous weeds, including yellow starthistle.

While the CSD controls abatement on the road rights-of-way and the Bear Valley Springs Association is responsible for growth along Equestrian Trails, private property owners are responsible for monitoring and controlling infestations on their property.

Further information is available from the University of California Statewide Integrated Pest Management Program: <http://ipm.ucanr.edu>



**"WEED"
OUT
THIS
UNWELCOME
INVADER**

**BEAR VALLEY
COMMUNITY SERVICES DISTRICT
28999 SOUTH LOWER
VALLEY ROAD
TEHACHAPI, CA 93561**

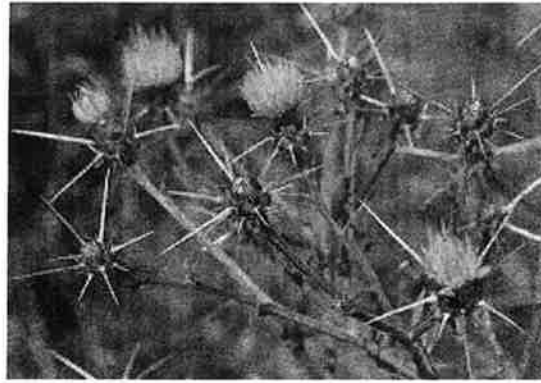
YELLOW STARHISTLE

Is an Invasive Alien Species, designated Public Enemy Number One among weeds by experts with the University of California Extension. yellow starthistle has infested an estimated 15 million acres in California since its introduction to this state in the 1860's, probably in a shipment of alfalfa seed from its Eurasian homeland.

From its introduction into the Sacramento Valley, this weed has spread into Oregon, Idaho, and as far east as Colorado, and has worked its way south as far as Los Angeles County. It was first noticed in Bear Valley Springs in 1990.



HABITAT



Like many weeds, yellow starthistle is commonly found along roadsides and drainage ditches but "pioneers" may appear some distance from these areas and if not checked can blanket many acres in a few years' time.

Yellow starthistle has an advantage over native plants because it matures earlier in the season. Its roots rapidly grow as far as 3 feet down into the soil, stealing water and nutrients that the native plants need to survive the hot summer. Yellow starthistle degrades wildlife habitat and chokes out desirable species with ruthless indifference. 'Chewing disease' results when horses eat yellow starthistle. This disease affects their nervous system and is usually fatal.

IDENTIFICATION

Yellow starthistle is a gray-green to blue-green plant, which varies in height from six inches to six feet. In late spring into fall it produces bright yellow dandelion-like flowers with sharp spines surrounding the flower head.

In its rosette stage, it is characterized by a number of leaves, usually twelve or more, arranged in a circle close to the ground, resembling dandelion leaves. The leaves are deeply serrated, with a characteristic arrowhead shape at the end.



Shortly after forming the rosette, the plant bolts, sending up a green stem which begins to branch immediately above the ground. In this stage it can be identified by the rosette surrounding the stem as well as by the shape of the stem and branches, which appear winged due to ribs on the stems, which later become leaves.



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BEAR VALLEY COMMUNITY SERVICES DISTRICT

Yellow Starthistle Identification and Management

Yellow Starthistle identification and management

A very obnoxious weed with a pretty name: Yellow Starthistle (YST). This scourge on the land of the western U.S. was discovered in the Tehachapi area and BVS in 1990 by Chuck McCollough (founder of Triassic Legacy Winery).

In Northern California yellow starthistle is out of control, wasting up to 15 million acres of range and farm land. We do not want it to get any more out of control here. This very invasive weed is unpleasant, as it has sharp needles around each flower, which neither man nor beast

would walk into. It will out-compete native and other invasive plants and weeds, as it has a very deep tap root. It will suck the soil around it dry to a dangerous extent, possibly affecting the water table. Plants bolt and flower continuously throughout the summer months, requiring constant monitoring.

The BVCS D no longer has a Yellow Starthistle control program, except on CSD-owned land and rights-of-way. It is now necessary that the property owners control any YST on their land. And it is required by the CSD and BVSA that YST or any invasive weeds be removed.

I encourage you to go on the internet to see pictures of YST at all of its stages, so that you can recognize it at its earliest stages on your property. For the earlier YST is identified, the easier it is to control.

Before flowers appear, the YST may be removed by cutting it off at **ground level**—I find a shovel is easier than a hoe to accomplish this. The plant may be left on the ground. However, once flowers (seed) are present, the plant must be carefully disposed of at the yellow starthistle burn area at the CSD green waste disposal area. I recommend accumulating it on a tarp rather than trying to get the sticker-ie plant into a trash bag. No plastic is to be dumped in the burn pit.



Yellow Starthistle flowerhead



Young, pre-flower Yellow Starthistle Plant

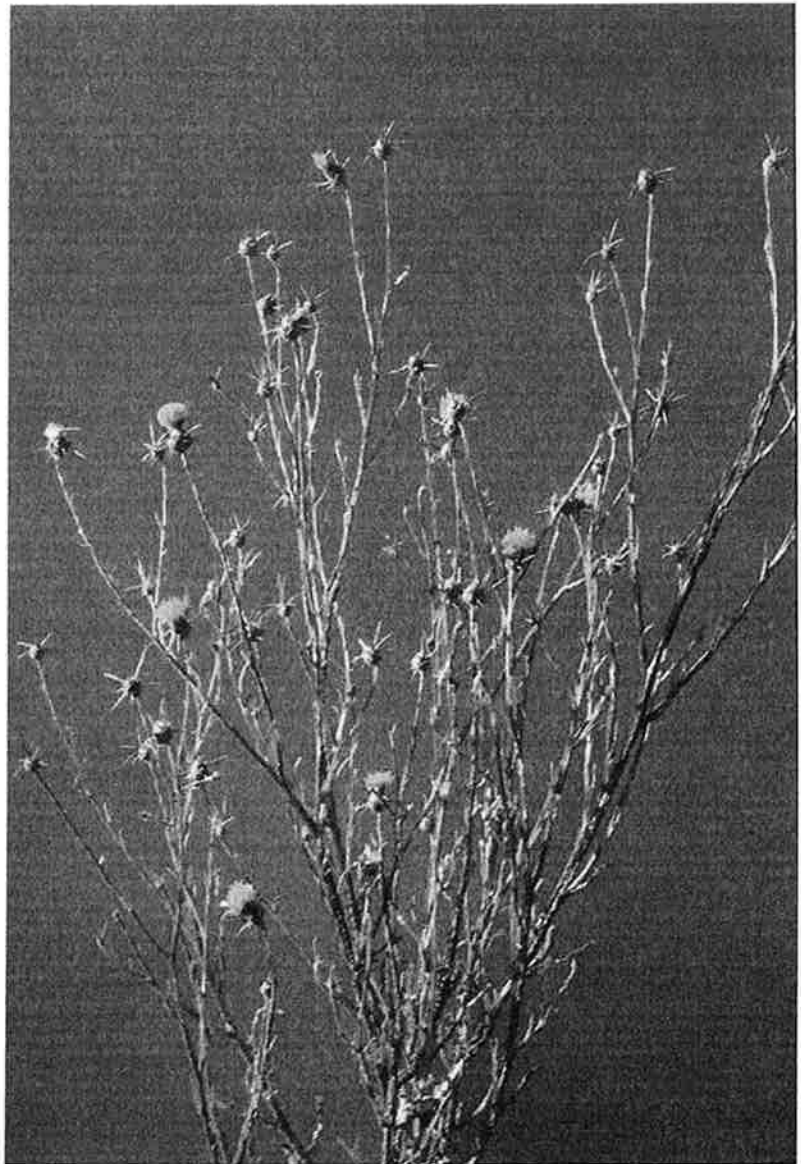
whack YST, as the stem will be left and it will simply re-grow closer to the ground. And, if the plant is in flower, it will spread the seeds.

Again, before many flowers have appeared, spray with "StarThistle

Before many YST flowers appear, "Star Thistle Killer" is a clopyradid herbicide product that is appropriate for both pre- and post-emergent spray control. Or YST can be sprayed with a post-emergent such as 2,4-D (preferred) or Roundup.

Once any flowers erupt, a much stronger concentration of the herbicide is required; and, when fully flowered, the plant can no longer be effectively controlled by spraying. Never mow or weed-

"Killer" or 2,4-D. After heavyflowering and for small infestations, cut it off at ground level with a shovel or hoe. Then, if there are flowers, remove the plants carefully to the CSD burn pit located at the Solid Waste Transfer Station.



Mature Yellow Starthistle plant

Attached Files

 [Yellow Starthistle Brochure](#)

Similar Posts

[Honoring Bear Valley Springs History
in Information](#)

STALLION SPRINGS COMMUNITY SERVICES DISTRICT
MINUTES
FOR THE BOARD OF DIRECTORS REGULAR MEETING

TUESDAY, September 17, 2019 @6:00 PM

DRAFT

- 1) Flag Salute: Chair Gordon
- 2) Call to Order: Chair Gordon
- 3) Roll Call: Present: Directors Leslie, Director Rowan, Director Wellman and Chair Gordon
Absent: Director Dewell

Note: De, Le, Ro, We and Go are abbreviations for Directors Dewell, Leslie, Rowan, Wellman and Gordon respectively. For example: Go;Ro denotes Director Gordon made the motion and Director Rowan seconded it. Each item relates to the agenda item by the same number. Immediately following each item of these minutes is a description, printed in capital letters of the action taken on that item by the Board of Directors.

- 4) **Reserved for President's Comments and Addendum.** Are we Ready for Oktoberfest?? Only 3 Weeks away!
- 5) **BOARD MEMBER ITEMS** – This portion of the meeting is reserved for Directors to present to the Board and to the public, information, announcements and items that have come to their attention. No formal action will be taken. A Board member may request that an item be placed, for consideration, at a future Board meeting.
- 6) Approval to purchase a 1,2,3 TCP Carbon Absorption Vessel at a cost not to exceed \$130,000 to be paid by Capital Water Contracts. We-“I move that we approve purchasing the 1,2,3 TCP Carbon Absorption Vessel at a cost not to exceed \$130,000 to be paid by Capital Water Contracts.” We;Le. All Ayes
- 7) Approval to add a job description to Stallion Springs CSD entitled “General Manager Trainer.” We-“I move that we approve adding a job description to Stallion Springs CSD entitled “General Manager Trainer” We;Le All Ayes
- 8) Approval of the August 20, 2019 Special and Regular Board Meeting Minutes. Ro-“I move that we approve the August 20, 2019 Special and Regular Board Meeting Minutes.” Ro;Le. All Ayes, Gordon Recused his self from the vote.
- 9) Approval of Checks for August, 2019 and the CalPERS Retirement Payments. We-“I move that we approve the Checks for August, 2019 and the CalPERS Retirement Payments.” We;Ro All Ayes
- 10) Financial Reports. “Financial Reports RECEIVED AND FILED.”
- 11) Police Report. N/A

- 12) General Manager’s Report. “General Managers Report RECEIVED AND FILED.”

- 13) **PUBLIC PRESENTATIONS** – This portion of the meeting is reserved for persons desiring to address the Board on any matter not on this agenda and over which this Board has jurisdiction. “Please be advised however, the Brown Act prohibits action on items that are not listed on the Agenda, or properly added to the Agenda under the provisions of the Brown Act. The Board may set such items for consideration at some future Board meeting.” Speakers are limited to three (3) minutes. PLEASE STEP TO THE PODIUM TO MAKE YOUR PRESENTATION. STATE YOUR NAME AND ADDRESS FOR THE RECORD, before making your presentation. Thank you. Resident Caldwell commented on Starthistle problem. Would like it put on Agenda for next month discussion.

- 14) MOTION TO ADJOURN. Go;We-“I so move.”

Attest:

Signed:

Ed Gordon, President
Board of Directors

Vanessa Stevens, Secretary
Board of Directors



POLICE REPORT

Monthly Statistical Report



Month Covered: August 2019
Prepared By: Gary Crowell, Chief of Police

Monthly Statistics:

Stallion Spring Police:	
Arrests:	9
Citations Issued:	10
Reports:	87
Calls for Service:	91
On Call, Call Outs:	3
Officer Initiated Investigations:	24
Field Interviews:	11
Assist other Law Enforcement Total	24
Kern County Sheriff's Department	10
Kern County Fire Department	3
Bear Valley Police Department	10
California Highway Patrol	1
Impounds:	0
Medical Assist:	5
Vacation House Checks:	22

A 29-year-old man was arrested for driving a motor vehicle with a suspended license. The driver's passenger a 29-year-old male was arrested for being in possession of a controlled substance. The passenger was on probation with search terms for drugs. Both males were cited and released. The arrested were as a result of a traffic stop for Vehicle Code Violations.

A SSPD Officer was dispatched to a residence in the 19600 block of Jacks Hill Road for a noise complaint. A 64-year-old female was issued a citation for habitual dog barking.

An SSPD Officer was patrolling Horsethief Park after the park was closed, and observed a vehicle parked in a disabled parking stall. The officer made contact with the two occupants of the vehicle and found that female passenger was on probation for drugs. A search of the vehicle revealed drugs and drug paraphernalia. The 53-year-old female was cited for possession of a controlled substance and possession of drug paraphernalia.

A 29-year-old male was arrested for child abuse with injury in the Eastern portion of Stallion Springs. The male subject left his four young children unattended, unsupervised for over an hour with the family dog inside. The dog attacked one of the children unprovoked causing moderate injuries to her arm. The same subject was arrested for driving a vehicle without a valid license and was involved in a domestic incident earlier in the day.

A 65- year-old male was arrested for resisting a delaying an officer and evading police. SSPD Officers attempted to stop the driver for Vehicle Code violations, but the driver accelerated and drove into a driveway in the 28000 block of Burning Tree Drive. The driver then ran inside of the residence and resisted/delayed the officers attempting to place him under arrest. The male was also on probation for DUI and had alcohol in his system at the time of arrest.

Officers stopped a vehicle for Vehicle Code violations in the 28000 block Stallion Springs Dr. Officers smelled an odor of drugs in the interior of the vehicle. A passenger in the vehicle was found to be on probation for drugs. The driver was arrested for being under the influence of a controlled substance and being in possession of drug paraphernalia.

A 34- year-old male was arrested for a misdemeanor warrant and driving an automobile without a valid driver's license. The arrested were as a result of a traffic stop for Vehicle Code Violations.



POLICE REPORT

Monthly Statistical Report



Month Covered: September 2019
Prepared By: Gary Crowell, Chief of Police

Monthly Statistics:

Stallion Spring Police:	
Arrests:	10
Citations Issued:	10
Reports:	76
Calls for Service:	102
On Call, Call Outs:	4
Officer Initiated Investigations:	59
Field Interviews:	12
Assist other Law Enforcement Total	10
Kern County Sheriff's Department	2
Kern County Fire Department	3
Bear Valley Police Department	4
California Highway Patrol	1
Impounds:	0
Medical Assist:	3
Vacation House Checks:	31

A 42- year -old woman was arrested for being under the influence of a controlled substance, possession of a controlled substance, possession of drug paraphernalia and driving a motor vehicle without a valid license. The female was found to be on probation and a search of her residence was completed by officers. A 52-year-old man was located at the home and he was arrested for, possession of drug paraphernalia and possession of a controlled substance. The arrests were the result of a traffic stop for Vehicle Code violations.

A 65- year-old male was arrested for being under the influence of alcohol and evading police. The male subject was soliciting residents for money to support his alcohol habit, and became argumentative and then fled on his motorcycle. Officers located the subject and he attempted to outrun law enforcement on his bike. He pulled into his garage and was arrested by officers. The male is on probation for DUI and has priors for evading law enforcement.

Officers were dispatched to a traffic collision with injuries at the intersection of Stallion Springs Drive and Buckaroo Street. An injured pregnant female that was involved in the collision refused to be transported by ambulance but stated she would be driven to the hospital by a private party.

THE GENERAL MANAGERS REPORT FOR SEPTEMBER 13, 2019 THROUGH
OCTOBER 14, 2019

First: A round of applause for Vanessa for her oversight in seeing that the Oktoberfest was highly successful and provided an opportunity for Stallion to shine in the Antelope, San Joaquin and Tehachapi Valleys.

Second: A big thank you to the volunteers and staff that came together as a team and did a super job and had fun doing it.

POWER OUTAGE IN STALLION SPRINGS: While I understand the need to protect against wildfires, it appears that SCE totally abandoned their responsibilities during the 36 plus hours Stallion was without power. Thankfully the District and the staff at Stallion Springs CSD did not abandon our responsibilities. Chief Crowell worked tirelessly in seeing that people with medical conditions could be cared for by staying in touch with Kern County EOC and complaining with AT&T and other entities in regard to their lack of service. Al saw that our generators kept water flowing and the wastewater plant operating and Jason saw that we had enough power with our generator to keep our office working.

The District will look at contacting SCE and other entities to see that there is more support from them in future outages and this should be a wake-up call for those with medical needs to provide critical information to our police department so we can contact them in future emergencies. Residents should consider the need for a basic generator to maintain heat and refrigeration and keeping their gas tanks full in case of a need to leave Stallion.

It appears that one big issue and one big need the District has is a large generator that would allow for a proper evacuation site providing heat, water etc. We will be looking at the costs involved in obtaining this critical need.

As the General Manager I worked on developing a policy for a new law that goes into effect regarding water service/shut off. I also am continuing to work on our future solid waste operations and issues in regard to coordination regarding the lake clean up, wastewater lift station, C.V. #2 Carbon filtration system and the nonprofit entity Stallion has in place.

David Aranda

From: Cole Karr <colek@csla.net>
Sent: Monday, October 14, 2019 11:03 AM
Subject: Governor Newsom Vetoes AB 1184

Good morning!

I am pleased to share news with you of Governor Newsom's AB 1184 veto.

AB 1184 would have required public agencies to retain all email correspondence for two years, which would have created inefficiencies in responding to California Public Records Act Requests as well as pushed a need for additional server space, in some cases, for unnecessarily-kept emails.

CSDA led the opposition coalition on AB 1184, and many special districts joined in advocating for this veto. The success of this endeavor was made possible because of these districts, and we are very grateful. Special shout out to districts in the Central Network who joined and sent letters! Your voice definitely matters and helped shape the course of this legislation.

- East Niles Community Services District
- Eastern Kern County Resources Conservation District
- Fresno Mosquito and Vector Control District
- Hanford Cemetery District
- Indian Wells Valley Water District
- Inyokern Community Services District
- Kern County Cemetery District
- Lindsay-Strathmore Public Cemetery District
- Malaga County Water District
- Stallion Springs Community Services District
- Three Rivers Community Services District
- West Side Healthcare District

An article was posted this morning on CSDA's Advocacy News Blog. [Click here](#) to read more about this veto.

Please let me know if you have any questions, suggestions or concerns.

Have a great day!

-Cole

Cole Karr

Public Affairs Field Coordinator
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Celebrating 50 Years of Service: 1969-2019

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Special District Risk Management Authority
CSDA Finance Corporation



David Aranda

From: Cole Karr <colek@csgda.net>
Sent: Thursday, October 10, 2019 12:48 PM
To: daranda@stallionspringscsgda.com; Vanessa Stevens
Subject: Thank You for Your Advocacy on AB 1486!

Good afternoon, David and Vanessa.

Sending an update your way regarding AB 1486, for which the Stallion Springs Community Services District submitted opposition letters this year. Governor Newsom signed AB 1486 into law yesterday, and thanks to your advocacy and letting your district's concerns be known, the law does **not** include provisions of most concern to special districts.

This is a testament to how letting your position be known to the Assembly and Senate can make a difference in the outcome of legislation throughout the process.

Below is an October 9 CSGDA Advocacy Blog post by Mustafa Hessabi, CSGDA Legislative Analyst-Attorney, on the matter. Please note there are still some changes in the law regarding special districts and surplus land disposal. Should you have any questions or concerns, please feel free to shoot me an email or give me a call.

Governor Gavin Newsom today signed AB 1486 by Assembly Member Philip Ting (D-San Francisco) which expands Surplus Land Act requirements for the use and disposal of surplus land by special districts.

The Surplus Land Act ([Government Code § 54220, et seq.](#)) requires special districts and other local agencies to offer surplus land to schools, parks and recreation, open space, and affordable housing before disposing of the land to any other entity (commonly residential or commercial development).

CSGDA strongly opposed the AB 1486 throughout the legislative session. However, after months of working with the author's office, compromise amendments were taken September 6 to remove opposition from CSGDA and the local government coalition. The new law will expand the definition of "agency's use" for special districts (not applicable to transit agencies) to permit a wide range of uses of surplus land, including commercial, retail or entertainment uses if the district board declares that the "agency's use" of the surplus land either directly furthers the express purpose of agency work or operations or is expressly authorized by a statute governing the district.

AB 1486 also permits additional activities by a district in the "pre-negotiation" stage of disposing surplus land. Finally, a penalty of the final sale value of the land for violating the Surplus Land Act will be implemented at 30 percent for a first-time offense, and 50 percent for any subsequent offense; the penalty provision will not go into effect until January 1, 2021.

CSGDA thanks all the districts that sent in letters on this AB 1486. Without your efforts we may not have been successful in securing amendments to address special districts' largest concerns.

Mustafa Hessabi
Legislative Analyst - Attorney
California Special Districts Association
Sacramento CA
(916) 442-7887

Have a great day!

-Cole

Cole Karr
Public Affairs Field Coordinator
(417) 861-7418
colek@csgda.net

Parks and Recreation Report September 13, 2019 to October 14, 2019

- Oktoberfest was a huge success and an amazing day for the Community. I want to thank all of the staff and volunteers who helped make this a great day. Thank you to Steve Olson and his family and friends for all of your hard work keeping the beer going every year!! I also want to thank Jesse Rameriz, Adan Penada and my assistant McKenna for working so hard in the weeks leading up to this event. I would also like to thank David Aranda for his support in all of the planning and showing up the day of the event ready to run around with us all. He kept things flowing and he kept smiling through it all. Al, Judy & Jenni also stayed to help with so much!! Also to Chief Crowell and all of the CERT Team for keeping safety running throughout the day. See the Special Edition of our Newsletter thanking our sponsors and volunteers. I am so very proud of how this event has grown and how much I have learned over the years working on this event. I love this Community and I appreciate all the support and the happy attendees we had!!
- Trunk or Treat will be offered at Woodward this year with a lot of fun activities, games and contests planned for the Community at their location. Including Door to Door Trick or Treating at the Old Boomtown cabins.
- WE NEED CANDY DONATIONS for the event. Please drop off at the CSD.
- Judo continues in the Gym on Tuesdays and Thursdays at 6:30pm. Ages 6 and up.
- Check out the HIIT Class on Tues and Thurs Evenings at 5:30 pm.
- Free yoga continues check for the dates in our Newsletter or on the website.
- Fall Dance program began and will offer a Christmas program for the families.
- Pickle ball is FREE come try it out on Mondays and Wednesdays at 9 am & 6:30 pm.
- Follow us on Facebook and contact me anytime with ideas or thoughts.

Thank you, Vanessa Stevens



STALLION SPRINGS

COMMUNITY SERVICES DISTRICT

27800 STALLION SPRINGS DRIVE, TEHACHAPI, CA 93561
 (661) 822-3268, FAX (661) 822-1878, sscsd@stallionspringscsd.com

WATER REPORT STALLION SPRINGS C.S.D. September 2019

WATER DEPARTMENT

Amount of water produced September 2019:

Well Production:

CV Well #1	0	0%
CV Well #2	0	0%
Y-23	335,171	2%
Leisure	1,762,700	12%
P-17	0	0%
Bold Venture N.	0	0%
Buckpasser	0	0%
Benz	0	0%
CV Well #3	12,448,400	86%

Total September 2019 Production: 14,546,271 100%

Water History of Production:

September 2018	13,155,711
September 2017	12,181,195
September 2016	15,777,738
September 2015	13,742,037
September 2014	15,333,887
September 2013	17,209,529
September 2012	19,340,068
September 2011	18,164,091
September 2010	17,339,849
September 2009	18,259,874