



Berrenda Mesa
Water District



**WESTSIDE WATER AUTHORITY
BELRIDGE WATER STORAGE DISTRICT
BERRENDA MESA WATER DISTRICT
LOST HILLS WATER DISTRICT
DUDLEY RIDGE WATER DISTRICT
LOCATION: BELRIDGE WATER STORAGE DISTRICT
21908 SEVENTH STANDARD RD.
MCKITTRICK, CA**

SPECIAL MEETING OF THE BOARD OF DIRECTORS

AUGUST 28, 2023; 11:00 AM

1. CALL TO ORDER – PRESIDENT OF THE BOARD

2. CHANGES TO AGENDA

The Boards will be asked to review and may change the order of Agenda items to accommodate scheduling or other needs of the Board, the public, or meeting participants. Members of the public are encouraged to arrive at the beginning of the meeting to ensure they are present for Board discussion or action regarding items of interest. The Board may also add Agenda items but only as provided under Government Code section 54954.2.

3. WATER OPERATIONS

The Board will hear reports and may be asked to approve or consider action.

4. AD HOC DISTRICT TRANSFER COMMITTEE

The Board will hear reports and recommendations from the ad hoc District water transfer committee and may be asked to approve or consider action.

5. REPORT OF COUNSEL

The Board will hear reports and may be asked to approve or consider actions related to current issues and legislation.

- a. Standard Form Lease Agreements

6. PUBLIC PARTICIPATION – NON AGENDIZED ITEMS

Members of the public are permitted to address the Board on items of interest that are within the jurisdiction of the Board, whether or not such items are on the agenda. If any such item is on the agenda,

a member of the public may address such item before or during the Board's consideration of that item. To not unduly delay the meeting, individuals requesting the opportunity to address the Board are requested to keep their comments to a maximum of five minutes.

7. EXECUTIVE (CLOSED) SESSION

- a. Real Property Negotiations (Govt. Code, § 54956.8): The General Manager and Legal Counsel are the Negotiators. The price, terms, and conditions of the proposed water transfer(s) are under negotiation.
- b. Conference with Legal Counsel (Gov. Code, § 54956.9.)
 - i. Gov. Code § 54956.9 (d)(2): Four Matters
 - ii. Gov. Code § 54956.9 (d)(4): One Matter
 - iii. Gov. Code § 54956.9(d)(1):
 - 1) *DWR v. All Persons Interested*; Sacramento Superior Court Case No. 34-2018-00246183, Third Appellate District Case No. C096316 [Complaint for Validation Re: SWP Contract Extension Amendment]
 - 2) *Sierra Club v. California Department of Water Resources, etc.*; Sacramento County Superior Court Case No. 34-2020-80003517 [Consolidated CEQA Case; Complaint for Validation Re: Delta Program Revenue Bonds]
 - 3) *Rosedale-Rio Bravo Water Storage District et al. v. Kern County Water Agency, et al.*; Kern County Superior Court Case No. BCV-21-100418 [CVC Litigation]
 - 4) *Department of Water Resources Environmental Impact Cases*; JCCP No. 4942 [Coordinated CWF Cases]
 - 5) *North Coast River Alliance v. California Department of Water Resources*; Sacramento County Superior Court Case No. 34-2020-80003491 and *California Water Impact Network v. California Department of Water Resources*; Sacramento County Superior Court Case No. 34-2020-80003492 [Water Management Tools Contract Amendments]
 - 6) *California Department of Water Resources Water Operations Cases*; JCCP No. 5117 [ITP Litigation]

8. LOST HILLS WATER DISTRICT

The Board will hear reports and may be asked to approve or consider action.

- a. Resolution 956 - Requesting Appointment of Directors in-lieu of an Election

9. BERRENDA MESA WATER DISTRICT

The Board will hear reports and may be asked to approve or consider action.

- a. Station A Update
- b. Solar Cleaning Water Contract
- c. Resolution 702 - Requesting Appointment of Directors in-lieu of an Election

10. ADJOURNMENT

Notes:

- 1) *Staff Reports and other disclosable public records related to open session agenda items are available at the District office located at 21908 Seventh Standard Road during business hours, Monday through Friday, 8AM to 5PM.*
- 2) *Any person with a qualifying disability under the American 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. The District will attempt to accommodate persons who make requests less than seven days before the public meeting.*
- 3) *Meeting notification requests: If you would like to be notified of future Westside Water Authority, Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District, and Dudley Ridge Water District meetings and events, please contact Kim Constant at 661-304-3422 or email at kconstant@westsidewa.org.*

POSTED 08/25/2023 BY KC

Westside Water Authority (WWA) Transfer and Exchange Guideline Recommendations

8/28/2023



Executive summary

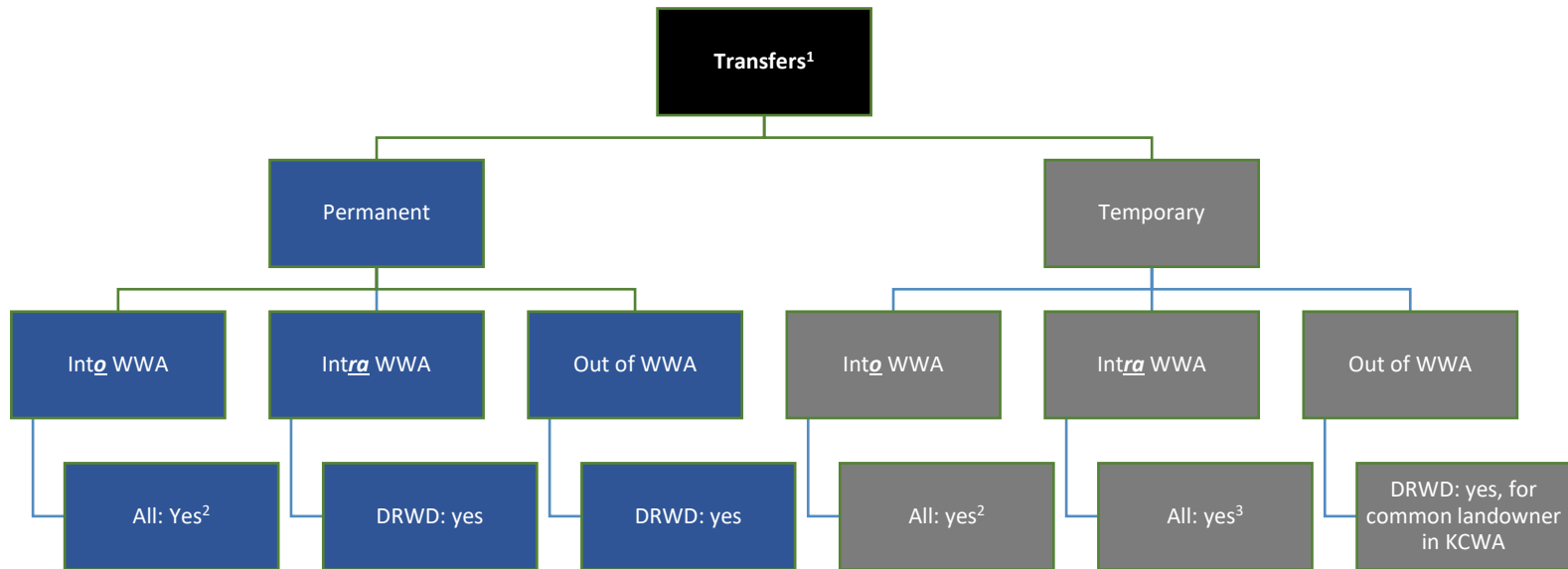
- The primary purpose of WWA and its Members (BWSD, BMWD, LHWD, and DRWD) is to provide water to landowners in an efficient and cost-effective manner. One of the tools to facilitate this work are transfers and exchanges of water.
- However, because transfer and exchange policies are varied between WWA Members, a significant amount of resources are expended on what staff consider “common” transfers and exchanges.
- In order to more efficiently support WWA Member landowner transfers and exchanges, WWA staff recommends developing a general framework of “guiding principles” for common transfers and exchanges that staff can execute without prior board approval.
 - The “guiding principles” are articulated on slides 4 and 5
 - Any exchange or transfer not included in the guiding principles would not be processed unless directed and/or approved by the appropriate Member(s) board of directors
 - WWA management would reserve the right to bring common transfers or exchanges to the board for approval at their discretion
 - All transfers and exchanges would require an indemnification agreement to be signed between participating landowners and the affected WWA Member(s)

April 2023 ad-hoc recap

- Previously, this Ad Hoc Committee recommended, and the board of each WWA Member approved a policy that authorizes “**stacking**” within a Member so long as:
 - ✓ The per-acre allocation does not exceed 8 AF/Ac.
 - ✓ In-district (Member) conveyance capacity allows.
 - ✓ The transferor pays all costs associated with the proposed transfer.
 - ✓ The transferor pays all due but unpaid district financial obligations, if any.
 - ✓ The board determines no adverse impacts to other district landowners (i.e., increased cost of water, adverse impacts to land values, etc.).

Recommended transfer guiding principles

Transfer = A one-time, one-way movement of water, typically for dollars or between common landowner(s)



1: all transfers would require an indemnification agreement to be signed between participating landowners and the affected WWA Member(s)

2: Temporary or Permanent transfers into the Westside Districts shall be authorized if:

- In-district conveyance capacity allows
- The transfer is compliant with all applicable requirements (i.e., standard provisions, rules and regulations, etc.).

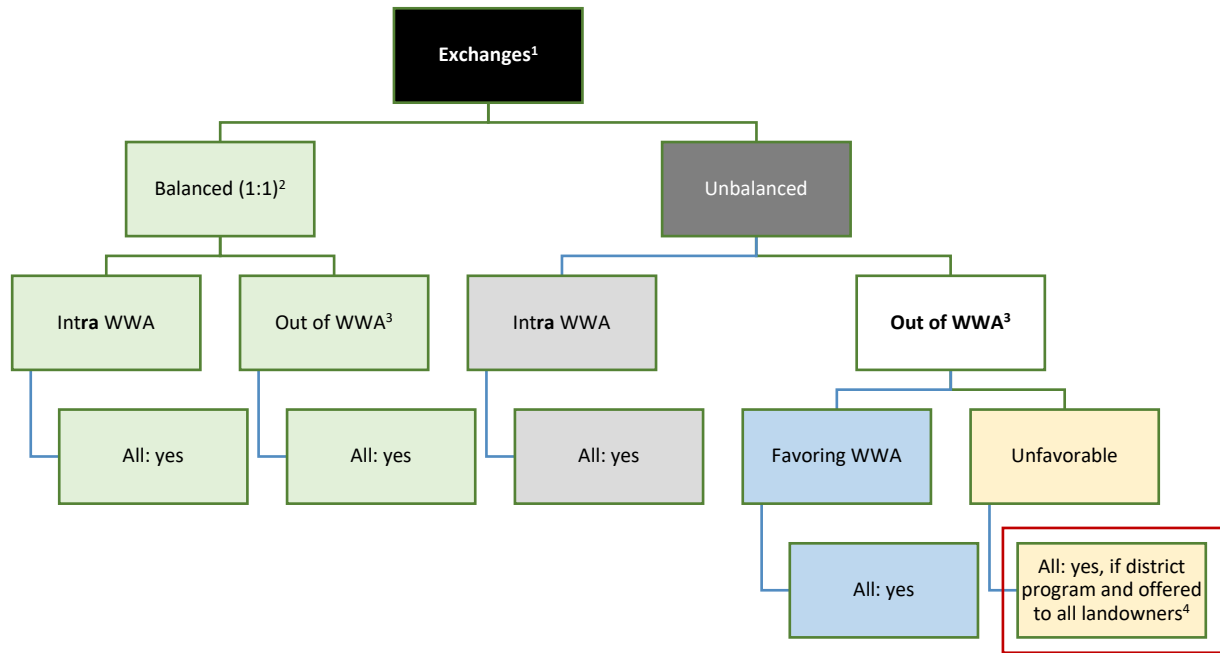
3: Temporary transfers intra WWA shall be authorized if:

- In-district conveyance capacity allows
- District landowners are notified when transfers are initiated between two different landowners (i.e. common landowner transfers are excluded from the notification process)
- District landowners who take annual supplemental water are excluded from transferring out of district
- The transferor pays all costs associated with the proposed transfer – including pro-forma district conveyance costs (as applicable)
- The transfer is compliant with all applicable requirements (i.e., standard provisions, rules and regulations, etc.).

NOTE: approval within WWA does not guarantee approval at KCWA or DWR

Recommended exchange guiding principles

Exchange = A two-way movement of water in which one entity sends water to another entity with a contractual obligation to provide water back at a later date/time



Example: RRB
2:1 leave-behind
banking program

1: all exchanges would require:

- An indemnification agreement to be signed between participating landowners and the affected WWA Member(s)
- The water comes back to WWA within 5 years

2: a “balanced exchange” means anything that is equal to or less than a 10% difference between what is provided and what is returned (example: Kern Fan banking projects)

3: Balanced or unbalanced exchanges “out of WWA” – i.e. between WWA Member(s) and non-WWA Member(s) – shall be authorized if:

- In-district conveyance capacity allows
- Participating landowners sign a non-compete for district-wide programs
- Existing banking program exchanges (KWBA, BMSG, and Pioneer) are exempt

4: DRWD already allows for a 50% leave-behind

NOTE: approval within WWA does not guarantee approval at KCWA or DWR

Next steps and other questions

What happens next?

1. Joint boards (DRWD, BWSD, BWMD, and LHWD) approve these guiding principles on 8/28
2. Assuming approval is granted:
 - Legal will update the appropriate documents for each WWA Member as appropriate
 - Staff starts approving and facilitating transfers and exchanges as per the guidelines

What transfers or exchanges will landowners be able to see?

- All temporary transfers between (intra) WWA Members that are not common landowner
- If landowners are interested in other transfers or exchanges that have occurred within Kern County, they can reference KCWA meeting agendas

Existing transfer and exchange policies

DISTRICT	Able to transfer or exchange within a district?	Able to transfer or exchange out of the district?
BWSD	Yes, at least temporarily	No Clear Authority
BMWD	Yes, at least temporarily	During water short year , yes, after offered to District and Landowners During water excess year , yes, without limitations
DRWD	Yes, at least temporarily	Yes, subject to Permanent Transfer Policy
LHWD	Yes, at least temporarily	Yes, subject to Water Supply Contract and Permanent Transfer Policy

LOST HILLS WATER DISTRICT

RESOLUTION - 956

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
LOST HILLS WATER DISTRICT ORDERING
THAT A GENERAL ELECTION NOT BE HELD ON
NOVEMBER 3, 2023, AND REQUESTING THE
BOARD OF SUPERVISORS TO APPOINT
PERSONS TO OFFICE AS DIRECTORS
OF LOST HILLS WATER DISTRICT**

WHEREAS, Lost Hills Water District (the “District”) published a notice on August 4, 2023, pursuant to Elections Code section 12112, in The Bakersfield Californian, a newspaper of general circulation, published and circulated in the County of Kern, California, giving notice that a general election would be held on November 7, 2023, in the District for the purpose of electing three directors-at-large with terms to begin on December 3, 2023 on the District’s Board of Directors, and stating that in the event that there are no nominees or an insufficient number of nominees for each elective office, and a petition for an election is not timely filed, an appointment to such elective office shall be made; and

WHEREAS, by the deadline to file nominating papers for the above-described director seats, the number of persons who had filed a declaration of candidacy for director-at-large did not exceed the number of offices of director-at-large to be filled at the November 2023 election; and

WHEREAS, Elections Code section 10515 provides that if, by the deadline to file declarations of candidacy, the number of persons who have filed a declaration of candidacy for director-at-large does not exceed the number of offices of director-at-large to be filled at the election, the Board of Directors of the District may, in its discretion, order that an election not be held for such offices and request the Board of Supervisors of County of Kern to appoint to such offices the persons nominated; and

WHEREAS, the Board of Directors of the District desires to so exercise its discretion and request the Board of Supervisors of County of Kern to appoint to the office of Directors of the District the persons nominated therefor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Lost Hills Water District as follows:

1. Each of the matters set forth above is true and correct, and the Board so finds and determines.
2. It is hereby ordered that the general election scheduled to be held on November 7,

2023, for the purpose of electing Directors of the District thereof not be held.

3. The Board of Supervisors is hereby requested to appoint (i) Bernard Pugét; (ii) Mike Nordstrom; and (iii) Matt Payne to the office of Director of the District for a term of four years commencing on the first Friday in December 2023.

4. District staff are hereby directed to sign and forward a copy of the executed certificate accompanying this Resolution to the Board of Supervisors.

PASSED, APPROVED and ADOPTED by the Board of Directors of Lost Hills Water District this 28th day of August, 2023.

Bernard Pugét
President of the Board of Directors

ATTEST:

Monte Mitchell
Secretary of the Board of Directors

LOST HILLS WATER DISTRICT
CERTIFICATE
(ELECTIONS CODE SECTION 10515)

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF KERN:

I, Monte Mitchell, Secretary of Lost Hills Water District (District) do hereby certify that as of the deadline to file declarations of candidacy for the three offices of director-at-large on the District's Board of Directors up for election at the November 7, 2023 general district election, the number of persons who have filed a declaration of candidacy did not exceed the number of offices to be filled and that no petition requesting a general election in the District was filed with the District or the County Clerk.

NOW THEREFORE, pursuant to Elections Code 10515(a), the following persons have filed their declaration of candidacy papers and are required to be appointed by the Board of Supervisors prior to November 29, 2021:

For a term beginning at noon on December 3, 2023 and ending on the first Friday in December 2027:

Bernard Pugét	661-829-8740	14827 Tribute Way Bakersfield, CA 93314
Michael Nordstrom	559-584-3131	6480 Harbor Lights Ln. Avila Beach, CA 93424
Matt Payne	310-623-9632	1515 Sorange Grove Ave Los Angeles, CA 90019

No other appointments need to be made at this time.

WITNESS my hand and seal of said Board of Directors of the District this 28th day of August, 2023.

Monte Mitchell
Secretary

(DISTRICT SEAL)

[DATE]

[NAME]

[ENTITY]

[ADDRESS]

[CITY], [STATE] [ZIP]

RE: Purchase and Sale of Water for Solar Panel Cleaning

Dear [NAME]:

The purpose of this letter is to establish the terms and conditions upon which Berrenda Mesa Water District (**District**) will sell and [NAME] (**Buyer**) will purchase the water described herein for the sole purpose of cleaning the solar panels located at [INSERT] (the “**Permitted Use**”).

1. **AMOUNT OF WATER**. If the District has capacity in its existing system, the District will make available to the Buyer and the Buyer will purchase from the District two acre-feet (**AF**) of water (**District Water**) per year pursuant to the terms and conditions set forth herein. A failure by District to deliver such water, in whole or in part, at any time or from time to time, for any reason other than a willful or intentional breach of this Agreement, shall not result in any liability on the part of the District.
2. **PURCHASE PRICE**. The Purchase Price of the District Water will be determined annually on a dollar per AF basis (**\$/AF**) based on the then-current market rate, as determined by the District’s General Manager or his or her designee. The entire Purchase Price will be paid to the District by the Buyer on or before [INSERT] of each year, unless directed otherwise by the District. The District shall have no obligation to delivery any water to Buyer until Buyer has made payment in full.

Buyer’s failure or refusal to accept delivery of District Water to which it is entitled under this letter agreement, in whole or in part, will in no way relieve the Buyer of its obligation to make payments to the District as herein provided. Any portion of purchased water that is unused at the end of the (calendar/water) year in which it is purchased will revert to the District without refund.

3. **DELIVERY**. District Water made available to the Buyer pursuant to this letter agreement will be delivered to Buyer at [INSERT] (“Point of Delivery”). All water delivered to Buyer pursuant to this Agreement shall be delivered through a meter connection owned, operated, and maintained by District. The amounts, times, and rate of delivery of District Water to Buyer during any year shall be in accordance with a water delivery schedule for that year, which schedule shall be determined in the rules and regulations of the District.
4. **USE LIMITED ON SAID LAND**. District Water delivered to the Buyer under this letter agreement shall be used only for the Permitted Use and may not be sold or otherwise disposed of by the Buyer except as otherwise authorized by the District in advance and in writing.

5. **TERM AND TERMINATION.** The term of this letter agreement will commence on [INSERT] and shall terminate upon the occurrence of any one or more of the following events: (i) by either party giving the other party 30 days' written notice prior to the desired termination date; (ii) the happening of an event which results in a termination by operation of law; and/or (iii) the happening of an event which gives rise to a forfeiture of rights under this letter agreement at the option of one party and the exercise by such party of such option.
6. **WATER QUALITY.** The District assumes no responsibility with respect to the quality of water to be furnished pursuant to this letter agreement. BUYER IS ADVISED THAT WATER, AS DELIVERED BY THE DISTRICT, WILL BE UNFIT FOR HUMAN CONSUMPTION.
7. **LIABILITY FOR DISTRIBUTION OF WATER.** The District and its officers, agents, or employees shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water delivered to Buyer beyond the Point of Delivery. Buyer shall indemnify and shall assume the defense of and hold harmless District, its officers, agents, and employees from any and all loss, damages, liability, claims or causes of action of every nature and description whatsoever, for damage to or destruction of property, including District's property, or for injury to or death of persons, including employees of District, in any manner arising out of, connected with or incidental to the non-performance by Buyer of any of its duties and obligations hereunder to the extent such losses were caused by the negligent or willful acts or omissions of Buyer, its agents, licensees, invitees, employees, or contractors; provided however that Buyer's indemnification obligation does not extend to any losses to the extent such losses were caused by the negligent or willful acts or omissions of District, its directors, officers, shareholders, insurers, successors, predecessors, partners, employees, and agents.
8. **FORFEITURE.** Buyer's right to receive water service from District pursuant to this Agreement shall be deemed forfeited, in whole or in part, permanently or temporarily, without right to refund of undelivered water, all at the option of District, upon Buyer's breach of any provision of this Agreement.
9. **LIMITATIONS ON OBLIGATION OF THE DISTRICT TO FURNISH WATER.**
 - a. Notwithstanding any provisions of this letter agreement to the contrary, the obligation of the District to furnish District Water hereunder will be limited to the times and to the extent that District Water and facilities necessary for furnishing the same are available to the District pursuant to the District Contract¹.
 - b. The District will not be liable for failure to perform any portion of this letter agreement to the extent that such failure is caused by failure of State to perform any

¹ "District Contract" means the contract between Kern County Water Agency and the District, as such contract may hereafter be revised, amended, supplemented or replaced by a similar contract between the same parties."

obligation imposed on State by the Master Contract², or by failure of the Kern County Water Agency (**Agency**) to perform any obligation imposed on the Agency by the District Contract, provided, however, that the obligations of the Buyer will be reduced to the extent that the District is prevented from performing as aforesaid and, provided, further, that the District will diligently and promptly pursue all rights and remedies available to it to enforce the rights of the District and the Buyer against the State and/or the Agency relative to such failure to perform.

10. NOTICES. Any notice herein provided for herein will be deemed given and delivered if: (i) delivered personally to the Buyer; (ii) enclosed in an envelope addressed to the Buyer at the address hereafter set forth below the Buyer's name and deposited in the United States mail for delivery by registered or certified mail; or (iii) if sent via electronic mail to the undersigned, below. Either party may at any time and from time to time, by proper notice to the other, change its address for receipt of notice.

11. RELATIONSHIP TO DISTRICT CONTACT, MASTER CONTRACT, AND JUDGMENT. This contract is made subject to the obligations and limitations imposed by the District Contract which, in turn, is subject to the obligations and limitations imposed by the Master Contract. This contract is intended to be in conformance and harmony with the District Contract, the Master Contract, and the Judgment³. The District Contract, the Master Contract, and Judgment are, by this reference, incorporated herein to the same extent and effect as though set forth here in full. The Buyer expressly agrees to the provisions of the District Contract and of the Master Contract imposing obligations and limitations upon it, and further agrees that nothing in this contract will be deemed to require the District to perform any act in conflict with the District Contract or Master Contract, the Buyer expressly waives all benefits conferred by the Judgment but recognizes that all parties to the Judgment are still bound by the duties set forth therein. The District will at all times keep and maintain at its office, available for examination by the Buyer, copies of the District Contract, the Master Contract, and Judgment and of all amendments thereto.

12. LITIGATION EXPENSES. In the event of litigation by, between, or among the parties in connection with the interpretation, enforcement, performance, nonperformance, or effect of this letter agreement, the prevailing party in such litigation shall be entitled to reimbursement by the other party for all costs of the litigation, including but not limited to court costs, time and expenses of personnel, attorneys' fees, expert witness fees, and the like; provided, however, the attorneys' fees to be reimbursed shall not exceed such amount as the court in which the litigation is pending may deem to be reasonable.

13. FORCE MAJEURE. Except as otherwise specifically provided herein, all obligations of the parties hereto will be suspended for so long as and to the extent that the performance

² "Master Contract" means the contract entitled "Water Supply Contract Between the State of California Department of Water Resources and Kern County Water Agency" dated November 15, 1963, and as it may hereafter be revised, amended supplemented or replaced by a similar contract between the same parties.

³ "Judgment" means that judgment entered in consolidated cases numbers 144956 and 144957, Kern County Superior Court.

thereof may be prevented, directly or indirectly, by earthquakes, fires, tornadoes, floods, drowning, other casualties or acts of nature, strikes, facility failures, orders of court or governmental agencies having jurisdiction of the subject matter thereof, or other events or causes beyond the control of the parties hereto. In no event will any liability accrue against either party, its parent, subsidiaries, affiliates, or any of their respective officers, agents, or employees for any damage, direct or indirect, arising out of or connected with a suspension of performance pursuant to this Paragraph 11.

14. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. Buyer may only assign its interest in this Agreement to:

- (a) A subsidiary, parent, affiliate, or controlled corporation of Buyer, a successor to all or substantially all of Buyer assets, or to any corporation, limited liability company or business entity into which Buyer may be converted or merged without the prior written consent of District; provided that Buyer shall give District prior or simultaneous notice of such assignment; and
- (b) Any other party, person, or entity, with District's prior written consent, which consent shall not unreasonably be withheld or delayed.

15. MISCELLANEOUS PROVISIONS. This letter agreement (a) is the final and complete expression of the agreement between the District and Buyer regarding its subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement or representation, (b) may not be amended, nor may any of its provisions be waived, except by an instrument in writing signed by both the District and Buyer, (c) will be governed by and interpreted in accordance with the laws of the State of California without regard to the conflict of law principles therein, and (d) has been jointly negotiated and drafted, and Civil Code section 1654 will not apply in its interpretation. Nothing in this letter agreement is intended to or may be construed to (a) establish a partnership, joint venture, business association or other entity between the District and Buyer, or (b) constitute any party the agent of any other party.

16. AGREEMENT AND SIGNATURES. By the endorsements below, the District and Buyer agree to be bound by the provisions of this letter agreement.

BERRENDA MESA WATER DISTRICT

[NAME]

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

[ADDRESS]
[CITY], [STATE] [ZIP]

[ADDRESS]
[CITY], [STATE] [ZIP]

BERRENDA MESA WATER DISTRICT

RESOLUTION - 702

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
BERRENDA MESA WATER DISTRICT ORDERING
THAT A GENERAL ELECTION NOT BE HELD ON
NOVEMBER 7, 2023, AND REQUESTING THE
BOARD OF SUPERVISORS TO APPOINT
PERSONS TO OFFICE AS DIRECTORS
OF BERRENDA MESA WATER DISTRICT**

WHEREAS, Berrenda Mesa Water District (the “District”) published a notice on August 4, 2023, pursuant to Elections Code section 12112, in The Bakersfield Californian, a newspaper of general circulation, published and circulated in the County of Kern, California, giving notice that a general election would be held on November 7, 2023, in the District for the purpose of electing two directors-at-large with terms to begin on December 3, 2023 on the District’s Board of Directors, and stating that in the event that there are no nominees or an insufficient number of nominees for each elective office, and a petition for an election is not timely filed, an appointment to such elective office shall be made; and

WHEREAS, by the deadline to file nominating papers for the above-described director seats, the number of persons who had filed a declaration of candidacy for director-at-large did not exceed the number of offices of director-at-large to be filled at the November 2023 election; and

WHEREAS, Elections Code section 10515 provides that if, by the deadline to file declarations of candidacy, the number of persons who have filed a declaration of candidacy for director-at-large does not exceed the number of offices of director-at-large to be filled at the election, the Board of Directors of the District may, in its discretion, order that an election not be held for such offices and request the Board of Supervisors of County of Kern to appoint to such offices the persons nominated; and

WHEREAS, the Board of Directors of the District desires to so exercise its discretion and request the Board of Supervisors of County of Kern to appoint to the office of Directors of the District the persons nominated therefor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Berrenda Mesa Water District as follows:

1. Each of the matters set forth above is true and correct, and the Board so finds and determines.
2. It is hereby ordered that the general election scheduled to be held on November 7,

2023, for the purpose of electing Directors of the District thereof not be held.

3. The Board of Supervisors is hereby requested to appoint (i) Alan W. Scroggs; and (2) Levi Barton to the office of Director of the District for a term of four years commencing on the first Friday in December 2023.

4. District staff are hereby directed to sign and forward a copy of the executed certificate accompanying this Resolution to the Board of Supervisors.

PASSED, APPROVED and ADOPTED by the Board of Directors of Berrenda Mesa Water District this 28th day of August.

Rob Goff
President of the Board of Directors

ATTEST:

Levi Barton
Secretary of the Board of Directors

BERRENDA MESA WATER DISTRICT

CERTIFICATE
(ELECTIONS CODE SECTION 10515)

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF KERN:

I, Levi Barton, Secretary of Berrenda Mesa Water District (District) do hereby certify that as of the deadline to file declarations of candidacy for the two offices of director-at-large on the District's Board of Directors up for election at the November 7, 2023 general district election, the number of persons who have filed a declaration of candidacy did not exceed the number of offices to be filled and that no petition requesting a general election in the District was filed with the District or the County Clerk.

NOW THEREFORE, pursuant to Elections Code 10515(a), the following persons have filed their declaration of candidacy papers and are required to be appointed by the Board of Supervisors prior to November 29, 2021:

For a term beginning at noon on December 3, 2023 and ending on the first Friday in December 2027:

Alan W. Scroggs	661-399-1221	2502 Wegis Ave Bakersfield, CA 93314
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Levi Barton	661-474-7018	343 Ladrillos Way San Miguel, CA 93457
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No other appointments need to be made at this time.

WITNESS my hand and seal of said Board of Directors of the District this 28th day of August, 2023.

Levi Barton
Secretary

(DISTRICT SEAL)