

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT  
AND  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER  
SUSTAINABILITY AGENCY**

849 ALLEN ROAD, BAKERSFIELD, CA 93314

**AGENDA**

**May 14, 2024  
8:00 a.m.**

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**1. CALL TO ORDER / ROLL CALL**

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**2. APPROVAL OF MINUTES**

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- a) Regular Board Meeting Minutes of April 9, 2024
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**3. FINANCIAL REPORT**

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- a) Treasurer's Report (MM)  
b) Accounts Payable (MM)  
c) Revenue and Expenditures (MM)  
d) Public Hearing – Resolution No. 541 – Adopting District Assessment Rate for 2024 (Collected 2024-2025)  
e) Water Charge Update (TT)
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**4. OPERATIONS AND MAINTENANCE REPORT**

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- a) District Groundwater Levels (MN)  
b) Operations (ZS)  
c) Maintenance (ZS)
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**5. WATER RESOURCES REPORT**

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- a) State Water Project Operations (TT)  
b) California Delta Conveyance Project (TT)  
c) Kern County Water Agency Board Meeting Update (TT)
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**6. MANAGER'S REPORT**

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- a) Strategic Plan Update (RE)

- b) Rosedale Recap (RE)

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## 7. ENGINEER'S REPORT

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- a) Onyx Ranch Project
  - i. Operations (DB)
  - ii. FEMA Disaster Relief Application (RE)
- b) Improvement Projects (MN)
  - i. Consideration of Pay Estimate No.3 McCaslin/Bowling (MN)

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## 8. COMMITTEE/SPECIAL PROJECT ACTIVITIES

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- a) Groundwater Banking Joint Powers Authority (DB & TT)
- b) James Groundwater Banking Authority (DB)
- c) Sustainable Groundwater Management Act / Rosedale-Rio Bravo Water Storage District Groundwater Sustainability Agency (DB/TT/DNR)
  - i. Consideration of (a) presentation on final draft revisions to Groundwater Sustainability Plan and supporting appendix of projects and management actions for the Groundwater Sustainability Agency, (b) authorization for the Kern County Subbasin Point of Contact to submit draft revisions to GSP to the State Water Resources Control Board before May 29 for review by SWRCB staff, and (c) authorization to release draft revisions to GSP for public review and comment
  - ii. Consideration of amended and restated Kern County Subbasin Coordination Agreement among subbasin Groundwater Sustainability Agencies
  - iii. Consideration of Third Amended and Restated Joint Powers Agreement for Kern Non-Districted Land Authority (formerly Kern Groundwater Authority)
  - iv. Consideration of authorization to submit notification to cities and counties of intention to adopt new or amended Groundwater Sustainability Plan – Wat. Code §10728.4
  - v. Consideration of Ratification of LOI with Self Help Enterprises (SHE)
- d) Kern Fan Monitoring Committee (MN)
- e) Cross Valley Canal Advisory Committee (DB)
- f) Pioneer Project Committee (DB)
- g) Kern River Watershed Coalition Authority (ZS)
- h) Kern Fan Authority (DB)
- i) Joint Operating Committee (DB & TT)
- j) Committee for Delta Reliability (TT)
- k) South Valley Water Resources Authority (TT)
- l) Valley Ag Water Coalition (TT)
- m) Kern Integrated Regional Water Management Plan (TT)
- n) Sites Reservoir Project (TT)
- o) Association of California Water Agencies (TT)

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## 9. ATTORNEY'S REPORT

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- a) Consideration of Acquisition of Property and adoption of Notice of Exemption – APN 104-250-27

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## 10. OLD OR NEW BUSINESS

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## 11. CORRESPONDENCE

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## 12. PUBLIC COMMENT

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## 13. CLOSED SESSION

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- a) Conference with legal counsel – Anticipated Litigation: Significant Exposure to Litigation – *Government Code Section 54956.9(d)(2)*: Two (2) Matters
- b) Conference with legal counsel – Anticipated Litigation: Initiation of Litigation – *Government Code Section 54956.9(d)(4)*: One (1) Matter
- c) Conference with legal counsel – Pending Litigation – *Government Code Section 54956.9 (d)(1)*:
  - i. State Water Resources Control Board – Applications to Appropriate Kern River Water
  - ii. City of Bakersfield v. Rosedale-Rio Bravo Water Storage District (McAllister CEQA)
  - iii. Department of Water Resources v. All Persons Interested (Validation Action)
  - iv. Rosedale-Rio Bravo Water Storage District, et al. vs. Kern County Water Agency, et al. (CVC Litigation)
  - v. Buena Vista Water Storage District, et al. v. Rosedale-Rio Bravo Water Storage District (Three Separate Suits) (Onyx Ranch CEQA Litigation)
  - vi. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, et al. (Onyx Ranch Declaratory Relief Litigation)
  - vii. Bring Back the Kern, et al v. Rosedale-Rio Bravo Water Storage District, et al. (Kern River Public Trust Litigation)
- d) Conference with real property negotiator – *Government Code Section 54956.8* – Negotiators: Dan Bartel / Dan Raytis
  - i. Property: Water Supply (Delta Conveyance). Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - ii. Property: James / McCallister Ranch. Negotiating Parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - iii. Property: Water Supply (2024 Supplies). Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - iv. Property: License / Easement for Canal Facility. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - v. Property: Various Parcels – Potential District Projects. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - vi. Property: APN 104-292-09. Negotiating Parties: Estate of Lonnie Dillard & Estate of Hassan Dawan / Rosedale-Rio Bravo Water Storage District. Under negotiations: Price & Terms of Payment.
  - vii. Property: APN 104-250-27. Negotiating Parties: Schweikart, Jack Rev. Trust & Rosedale-Rio Bravo Water Storage District. Under negotiations: Price & Terms of Payment.

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## 14. ADJOURNMENT

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DECLARATION OF POSTING: I, Rachele Echeverria, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office and on the District's website ([www.rrbwsd.com](http://www.rrbwsd.com)) on or before May 10, 2024. **Requests for disability-related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Megan Misuraca at [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com). Please attempt to make such requests known at least 24 hours before the scheduled meeting.**

BOARD OF DIRECTORS  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT  
MINUTES OF THE REGULAR BOARD MEETING  
April 9, 2024  
8:00 a.m.

**DIRECTORS PRESENT**

Roy Pierucci, Jason Selvidge, Gary Unruh and Barry Watts

**DIRECTORS ABSENT**

Mitch Millwee

**OTHERS PRESENT**

District Staff / Consultants – Dan Bartel, Trent Taylor, Megan Misuraca, Markus Nygren, Dan Raytis, Zach Smith, Rachelle Echeverria, Evan Riley (White Pine Renewables)  
Public – Sonia Lemus, Stacie Ann Silva, Vincent Sorena, John Gaugel

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 8:00 a.m.

**APPROVAL OF MINUTES**

- a) Regular Board Meeting Minutes – March 12, 2024

A motion was made by Director Watts with a second by Director Unruh to approve the Board of Directors regular meeting minutes of March 12, 2024, subject to a correction of the date on the minutes as presented (from February 12 to March 12). The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, and Watts

NOES: None

ABSTAINED: None

**FINANCIAL REPORT**

- a) Treasurer’s Report – Ms. Misuraca reviewed the treasurer’s report as of March 31, 2024.
- b) Accounts Payable/ March 9, 2024 through April 5, 2024 — Ms. Misuraca reviewed the accounts payable report with the Board. A motion was made by Director Unruh and seconded by Director Selvidge to ratify and approve payment of the accounts payable in the total amount of \$774,910.44. The motion unanimously passed.
- AYES: Directors Pierucci, Selvidge, Unruh, and Watts
- NOES: None
- ABSTAINED: None
- c) Revenue and Expenditures Report – Ms. Misuraca reviewed the current Revenue and Expenditures Report through March 31, 2024, including the budget vs. actual. Ms. Misuraca called out a few minor adjustments that will be made to expenses with improper account coding.

- d) Water Charge Update – Mr. Taylor reviewed the draft mock 2023 water charge invoice with the Board and the Board suggested a couple of adjustments to formatting and clarification.

#### **OPERATIONS AND MAINTENANCE REPORT**

- a) District Groundwater Levels – Mr. Nygren advised the Board of current groundwater levels with reference to the District’s minimum thresholds under SGMA and reviewed the compiled list of various changes in groundwater levels throughout the District.
- b) Operations Report – Mr. Smith reported there were no recharge or recovery operations in March and provided the latest estimated water supplies to the Board.
- c) Maintenance Report – Mr. Smith reviewed the maintenance projects that have taken place over the last month including the seeding of roughly 500 acres of recharge basins.

#### **WATER RESOURCES REPORT**

- a) State Water Project Operations – Mr. Taylor gave a detailed report on current state water project operations, including a review of the 8-station index graph, reservoir conditions and a review of the KCWA San Luis Reservoir presentation.
- b) California Delta Conveyance Project – Mr. Taylor gave a brief report on the status of the Delta Conveyance Project and reported the updated benefit analysis should be released in May.
- c) Kern County Water Agency Board Meeting Update – Mr. Taylor gave a brief report on recent Kern County Water Agency meetings, noting that communication has continued to improve.

#### **MANAGER’S REPORT**

- a) Strategic Plan Update – Ms. Echeverria reviewed the status of Strategic Plan Goal #3 and briefed the Board on the current status of the water charge development.
- b) Rosedale Recap – Ms. Echeverria reported that the email distribution list was used to notify subscribers of the March 26, 2024 stakeholder meeting.

#### **ENGINEERS / PROJECTS REPORT**

- a) Onyx Ranch
  - i. Operations Report – Mr. Bartel briefed the Board on the status of the Onyx Ranch operations, reporting the property is in full irrigation mode. Mr. Bartel also reported the old shop building has been demolished and staff is preparing for construction of the new shop.
  - ii. FEMA Disaster Relief Application – Ms. Echeverria briefly updated the Board on the status of the FEMA funding.
- b) Improvement Projects – Mr. Nygren reported on the status of the Bowling and McCaslin Recovery Well project.
  - i. Consideration of Pay Est. No. 2 and Change Order No. 1 for McCaslin/Bowling Recovery Project – Mr. Nygren reviewed Bakersfield Well and Pump’s Pay Estimate No. 2 and Change Order No. 1 for additional zone sampling with the Board. A motion was made by Director Selvidge with a second by Director Unruh to approve Change Order No. 1 in the

amount of \$28,000 and Pay Estimate No. 2 for \$439,362.00 with \$21,968.10 retention withheld. The motion was unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, and Watts

NOES: None

ABSTAINED: None

- ii. Consideration of Solar Services Agreement – Evan Riley from White Pine Renewables introduced himself and briefed the Board on their company and the proposed project. Mr. Raytis reviewed the solar services agreement with the Board. A motion was made by Director Selvidge with a second by Director Watts to authorize staff to execute a solar services agreement with White Pine Renewables as presented, subject to final approval of terms by legal counsel. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, and Watts

NOES: None

ABSTAINED: None

### **COMMITTEE REPORTS**

- a) Groundwater Banking Joint Powers Authority – Mr. Bartel reported the GBJPA was awarded an additional \$3.9 million in grant funding for the Bureau of Reclamation Small Storage Grant for a total of \$8.6 million.
- b) James Groundwater Banking Authority
  - i. Consideration of Purchase and Sale Agreement and Escrow Instructions – Mr. Raytis reviewed the Purchase and Sale Agreement for James Water Bank with the Board. A motion was made by Director Unruh with a second by Director Selvidge to authorize execution of the purchase and sale agreement for the District’s interest in the James Water Bank property with Buena Vista Water Storage District and to authorizing staff to execute any documents necessary to complete the transaction. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh and Watts

NOES: None

ABSTAINED: None
- c) Sustainable Groundwater Management Act
  - i. GSP Deficiency Update – Mr. Bartel reviewed the project and management action presentation from the Kern Subbasin Coordination Committee’s Technical Working Group.
  - ii. Kern County Subbasin White Land Administration – Mr. Bartel and Mr. Raytis reported on the latest efforts regarding White Land Administration under SGMA.
  - iii. Annual SGMA Report - Mr. Bartel reported the Annual SGMA Report has been sent to DWR for review.
- d) Kern Fan Monitoring Committee – No report.
- e) Cross Valley Canal Advisory Committee – Mr. Bartel briefed the Board on the sediment accumulation and its planned removal.
- f) Pioneer Project Committee – No report.

- g) Kern River Watershed Coalition Authority (KRWCA) – Mr. Smith reported the authority is moving to a quarterly contribution cycle rather than annual and briefed the Board on the contract agreement with the Kern Water Collaborative.
- h) Kern Fan Authority – Mr. Bartel briefly reviewed the highlights of the meeting.
- i) Joint Operating Committee (JOC) – No report.
- j) Committee for Delta Reliability – No report.
- k) South Valley Water Resources Authority – No report.
- l) Valley Ag Water Coalition – Mr. Taylor briefed the Board on AB2079 and the impacts it would have on water well construction, maintenance, and abandonment.
- m) Kern Integrated Regional Water Management Plan – No report.
- n) Sites Reservoir Project – Mr. Taylor reported on the last Sites Reservoir Board meeting and briefed the Board on the progress of the project.
- o) Association of California Water Agencies – No report

**ATTORNEY’S REPORT**

No report.

**OLD OR NEW BUSINESS**

No report.

**CORRESPONDENCE**

Verizon Tower Lease- No report.

**PUBLIC COMMENT**

None.

**CLOSED SESSION**

During the meeting, the Board met in closed session, as follows: At 10:45 a.m. President Pierucci announced the Board would meet in closed session. At 12:05 p.m. the Board reconvened to open session. Mr. Raytis announced there were no reportable actions taken in closed session.

**ADJOURNMENT**

At 12:10 p.m. President Pierucci adjourned the meeting.

# Monthly Financial Report

Rosedale-Rio Bravo Water Storage District

April 2024



Prepared on  
May 10, 2024



**Rosedale-Rio Bravo Water Storage District**  
**RRB Cash Balance**  
**April 2024**

	Date	Credit	Credit	Balance
<b>10006 Tri-Counties Bank-Operations</b>				
Beginning Balance				9,223,681.36
Total for 10006 Tri-Counties Bank-Operations		\$ 1,290,738.95	\$ 764,155.24	\$ 9,750,265.07
<b>10007 Tri-Counties Bank-Payroll</b>				
Beginning Balance				155,035.51
Total for 10007 Tri-Counties Bank-Payroll		\$ 160,669.65	\$ 125,900.26	\$ 189,804.90
<b>10100 General County Fund # 60510</b>				
Beginning Balance				419,898.32
Total for 10100 General County Fund # 60510		\$ 2,175,371.25		\$ 2,595,269.57
<b>10101 Operations County Fund # 60520</b>				
Beginning Balance				49,495.26
Total for 10101 Operations County Fund # 60520		\$ 716.73		\$ 50,211.99
<b>10102 Bond Debt County Fund # 60526</b>				
Beginning Balance				5,246.86
04/30/2024		17.46		5,264.32
Total for 10102 Bond Debt County Fund # 60526		\$ 17.46		\$ 5,264.32
<b>10103 Bond Reserve County Fund #60527</b>				
Beginning Balance				959.40
Total for 10103 Bond Reserve County Fund #60527		\$ 3.19		\$ 962.59
<b>10503 2018 COP Reserve Fund Account</b>				
Beginning Balance				1,113,389.98
Total for 10503 2018 COP Reserve Fund Account		\$ 6,552.09	\$ 1,119,942.07	\$ -
<b>10504 2020 COP W.F. Trust Funds M.M.</b>				
Beginning Balance				5,153.52
Total for 10504 2020 COP W.F. Trust Funds M.M.		\$ 22.63		\$ 5,176.15
<b>10551 Goldman Sachs Money Market</b>				
Beginning Balance				3,313,320.91
Total for 10551 Goldman Sachs Money Market		\$ 13,480.19		\$ 3,326,801.10
<b>TOTAL CASH</b>		<b>\$ 3,676,124.42</b>	<b>\$ 2,009,997.57</b>	<b>\$ 15,923,755.69</b>

**Rosedale-Rio Bravo Water Storage District**  
**RRB Cash Balance**  
**April 2024**

<b>10550 Investment AMG - Wells Fargo</b>				
Beginning Balance				12,430,901.98
Total for 10550 Investment AMG - Wells Fargo		\$ 28,552.28		\$ 12,459,454.26
<b>TOTAL INVESTMENT / CASH EQUIVALENT</b>				<b>\$ 12,459,454.26</b>

<b>Total Cash and Cash Equivalent</b>	<b>\$ 28,383,209.95</b>
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## Rosedale-Rio Bravo Water Storage District Bills and Applied Payments For Ratification

April 6 - May 9, 2024

	Transaction Type	Num	Date	Amount	Split
<b>711 Materials, Inc.</b>					
	Bill Payment (Check)	3320	04/25/2024	-4,912.04	10006 Tri-Counties Bank-Operations
	Bill	410126737	04/09/2024	4,912.04	70001 Capital Building
<b>A-1 Plumbing Service</b>					
	Bill Payment (Check)	3302	04/25/2024	-700.00	10006 Tri-Counties Bank-Operations
	Bill	6872	04/12/2024	700.00	65100 Building Maintenance
<b>ACE HARDWARE</b>					
	Bill Payment (Check)	3303	04/25/2024	-71.40	10006 Tri-Counties Bank-Operations
	Bill	64398	04/23/2024	22.71	61650 Operating Supplies
	Bill	64283	04/08/2024	48.69	61650 Operating Supplies
<b>ACWA JPIA (W/C,Auto,GL,Prop)</b>					
	Bill Payment (Check)	3307	04/25/2024	-7,047.36	10006 Tri-Counties Bank-Operations
	Bill	20240331WC	04/23/2024	7,047.36	-Split-
<b>Advanced Data Storage, Inc.</b>					
	Bill Payment (Check)	3290	04/25/2024	-41.40	10006 Tri-Counties Bank-Operations
	Bill	182071	04/13/2024	41.40	62000 General Office
<b>American Carports, Inc</b>					
	Bill Payment (Check)	3326	04/30/2024	-38,249.76	10006 Tri-Counties Bank-Operations
	Bill	ODR-000397	04/30/2024	38,249.76	70001 Capital Building
<b>Benjamin P. Ruiz</b>					
	Bill Payment (Check)	3312	04/25/2024	-1,920.00	10006 Tri-Counties Bank-Operations
	Bill	3014	04/18/2024	1,920.00	70201 Capital Environmental Services
<b>BSK Associates Inc</b>					
	Bill Payment (Check)	3310	04/25/2024	-268.02	10006 Tri-Counties Bank-Operations
	Bill	AH08368	04/08/2024	99.26	70101 Capital Well
	Bill	AH09342	04/19/2024	84.38	70101 Capital Well
	Bill	AH09382	04/22/2024	84.38	70101 Capital Well
<b>Builders Mart</b>					
	Bill Payment (Check)	3324	04/25/2024	-312.66	10006 Tri-Counties Bank-Operations
	Bill	4612 Mar 24	04/01/2024	448.73	61650 Operating Supplies
	Vendor Credit	4612 Feb 24	04/04/2024	-136.07	61650 Operating Supplies
<b>Carroll's Tire Warehouse</b>					
	Bill Payment (Check)	3314	04/25/2024	-385.11	10006 Tri-Counties Bank-Operations
	Bill	94645	04/05/2024	99.95	65000 Auto Maintenance & Repair
	Bill	94824	04/17/2024	285.16	65000 Auto Maintenance & Repair
<b>Christensen, Inc.</b>					
	Bill Payment (Check)	3298	04/25/2024	-3,177.90	10006 Tri-Counties Bank-Operations
	Bill	309119CT	04/15/2024	3,177.90	-Split-
<b>CPI</b>					
	Bill Payment (Check)	3325	04/25/2024	-135.00	10006 Tri-Counties Bank-Operations
	Bill	900851	04/01/2024	135.00	60005 Staff Benefits
<b>Dan's Pest Management</b>					
	Bill Payment (Check)	3321	04/25/2024	-100.00	10006 Tri-Counties Bank-Operations
	Bill	56841	04/09/2024	100.00	65100 Building Maintenance
<b>David Janes Company</b>					

	Bill Payment (Check)	3288	04/25/2024	-275.04 10006 Tri-Counties Bank-Operations
	Bill	0430853-IN	04/18/2024	275.04 61650 Operating Supplies
<b>Esparza Enterprises, Inc</b>				
	Bill Payment (Check)	3304	04/25/2024	-13,804.23 10006 Tri-Counties Bank-Operations
	Bill	122554	04/24/2024	4,310.47 63007 Other Contracted Services
	Bill	122394	04/17/2024	120.00 63007 Other Contracted Services
	Bill	122393	04/17/2024	4,373.48 -Split-
	Bill	122243	04/10/2024	120.00 63007 Other Contracted Services
	Bill	122119	04/03/2024	911.20 -Split-
	Bill	122242	04/10/2024	3,969.08 -Split-
<b>GCI Equipment Rental</b>				
	Bill Payment (Check)	3315	04/25/2024	-181.24 10006 Tri-Counties Bank-Operations
	Bill	156173-1	04/08/2024	54.02 61650 Operating Supplies
	Bill	156410-1	04/16/2024	127.22 61650 Operating Supplies
<b>GEI Consultants, Inc</b>				
	Bill Payment (Check)	3291	04/25/2024	-262.15 10006 Tri-Counties Bank-Operations
	Bill	3150743	04/09/2024	262.15 63004 Engineering Services
<b>Independent Fire &amp; Safety Inc</b>				
	Bill Payment (Check)	3313	04/25/2024	-257.23 10006 Tri-Counties Bank-Operations
	Bill	65655	04/18/2024	257.23 61650 Operating Supplies
<b>Jeffries Bros., Inc.</b>				
	Bill Payment (Check)	ACH	04/09/2024	-356.04 10006 Tri-Counties Bank-Operations
	Bill	146971	03/29/2024	356.04 61800 Fuel
<b>Kern County Public Works</b>				
	Bill Payment (Check)	3322	04/25/2024	-258.40 10006 Tri-Counties Bank-Operations
	Bill	41137	04/08/2024	258.40 60200 Licenses, Permits and Fees
<b>Kern County Water Agency</b>				
	Bill Payment (Check)	3293	04/25/2024	-3,181.52 10006 Tri-Counties Bank-Operations
	Bill	41190	04/08/2024	3,181.52 61655 Water Quality Testing
<b>Kern Machinery</b>				
	Bill Payment (Check)	3305	04/25/2024	-1,390.55 10006 Tri-Counties Bank-Operations
	Bill	101-1150811	04/24/2024	224.63 65001 Equipment Maintenance & Repair
	Bill	103-1146733	04/10/2024	1,165.92 61650 Operating Supplies
<b>Mission Uniform Service</b>				
	Bill Payment (Check)	3311	04/25/2024	-99.42 10006 Tri-Counties Bank-Operations
	Bill	521457180	04/19/2024	99.42 63500 Janitorial
<b>Office1</b>				
	Bill Payment (Check)	3316	04/25/2024	-175.27 10006 Tri-Counties Bank-Operations
	Bill	AR1103159	04/16/2024	175.27 62001 Printing & Reproduction
<b>PG&amp;E (1091941045-5)</b>				
	Bill Payment (Check)	3296	04/25/2024	-879.53 10006 Tri-Counties Bank-Operations
	Bill	1091941045-5 Apr 24	04/16/2024	879.53 61300 Surface Water Pumping
<b>PG&amp;E (3387844223-6)</b>				
	Bill Payment (Check)	3297	04/25/2024	-3,296.30 10006 Tri-Counties Bank-Operations
	Bill	3387844223-6 Apr 24	04/16/2024	3,296.30 61301 Groundwater Pumping
<b>PG&amp;E (5919499601-9)</b>				
	Bill Payment (Check)	3299	04/25/2024	-13.52 10006 Tri-Counties Bank-Operations
	Bill	5919499601-9 Apr 24	04/14/2024	13.52 61301 Groundwater Pumping

**Purchase Power**

Bill Payment (Check)	ACH	05/09/2024	-150.00	10006 Tri-Counties Bank-Operations
Bill	68732613 Apr 24	04/12/2024	150.00	62009 Postage and Delivery

**Quinn Company**

Bill Payment (Check)	3289	04/25/2024	-1,554.26	10006 Tri-Counties Bank-Operations
Bill	PC080538046	04/18/2024	401.47	65001 Equipment Maintenance & Repair
Bill	25820709	04/16/2024	1,031.89	61500 Equipment Rental
Bill	PC080537966	04/17/2024	120.90	65001 Equipment Maintenance & Repair

**R & G FARMS**

Bill Payment (Check)	3319	04/25/2024	-808.57	10006 Tri-Counties Bank-Operations
Bill	673	04/10/2024	808.57	65001 Equipment Maintenance & Repair

**Robins Borghei LLP**

Bill Payment (Check)	3308	04/25/2024	-42.00	10006 Tri-Counties Bank-Operations
Bill	64742	04/23/2024	42.00	63000 Legal Services

**SEMITROPIC W.S.D.**

Bill Payment (Check)	3317	04/25/2024	-2,084.31	10006 Tri-Counties Bank-Operations
Bill	MOU 2024-01-25	04/16/2024	2,084.31	61450 Regulatory Programs

**SoCalGas**

Bill Payment (Check)	3294	04/25/2024	-78.44	10006 Tri-Counties Bank-Operations
Bill	11021673006 Apr 24	04/17/2024	78.44	66000 Utilities

**Southern California Edison (700122257127)**

Bill Payment (Check)	3301	04/25/2024	-7,712.59	10006 Tri-Counties Bank-Operations
Bill	700122257127 Apr 24	04/08/2024	7,712.59	-Split-

**Standard Insurance**

Bill Payment (Check)	3300	04/25/2024	-720.14	10006 Tri-Counties Bank-Operations
Bill	0038 May 24	04/15/2024	720.14	-Split-

**Stoel Rives LLP**

Bill Payment (Check)	3318	04/25/2024	-32,514.55	10006 Tri-Counties Bank-Operations
Bill	8012045	04/16/2024	5,498.87	63000 Legal Services
Bill	8012044	04/16/2024	27,015.68	63000 Legal Services

**Tasteful Selections, LLC**

Bill Payment (Check)	3306	04/25/2024	-911.60	10006 Tri-Counties Bank-Operations
Bill	26404	04/24/2024	911.60	61301 Groundwater Pumping

**Thomas Harder & Co., Inc.**

Bill Payment (Check)	3323	04/25/2024	-14,500.00	10006 Tri-Counties Bank-Operations
Bill	24-054-135.3	04/05/2024	2,853.75	63006 Hydrogeology Services
Bill	24-054-136.2	04/05/2024	11,646.25	70101 Capital Well

**Ticor Title Company**

Bill Payment (Check)	WIRE	04/17/2024	-100,000.00	10006 Tri-Counties Bank-Operations
Bill		04/17/2024	100,000.00	70602 Capital Land

**Tri Counties Bank**

Bill Payment (Check)	ACH	04/30/2024	-8,256.29	10006 Tri-Counties Bank-Operations
Bill		03/31/2024	8,256.29	Tri-Counties CC

**Verizon Wireless**

Bill Payment (Check)	3295	04/25/2024	-763.58	10006 Tri-Counties Bank-Operations
Bill	9960640933	04/06/2024	763.58	66001 Phone / Internet

<b>Total AP to be ratified</b>	<b>\$</b>	<b>251,847.42</b>
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**Rosedale-Rio Bravo Water Storage District  
Bills and Applied Payments**

May 10, 2024

	Transaction Type	Num	Date	Amount	Split
<b>711 Materials, Inc.</b>					
	Bill Payment (Check)	3352	05/10/2024	-11,683.79	10006 Tri-Counties Bank-Operations
	Bill	410127739	04/25/2024	1,859.71	70001 Capital Building
	Bill	410127469	04/19/2024	4,912.04	70001 Capital Building
	Bill	410127229	04/16/2024	4,912.04	70001 Capital Building
<b>ACE HARDWARE</b>					
	Bill Payment (Check)	3347	05/10/2024	-54.38	10006 Tri-Counties Bank-Operations
	Bill	64449	05/03/2024	54.38	61650 Operating Supplies
<b>ACWA - JPIA (Benefits)</b>					
	Bill Payment (Check)	3367	05/10/2024	-16,943.84	10006 Tri-Counties Bank-Operations
	Bill	702646	05/02/2024	16,943.84	20035 Benefit Liability
<b>Bakersfield Well &amp; Pump Inc.</b>					
	Bill Payment (Check)	3357	05/10/2024	-978,348.00	10006 Tri-Counties Bank-Operations
	Bill	23640 Billing #3 2024	05/08/2024	978,348.00	-Split-
<b>Barnes Welding Supply</b>					
	Bill Payment (Check)	3371	05/10/2024	-45.58	10006 Tri-Counties Bank-Operations
	Bill	91655392	04/30/2024	45.58	61500 Equipment Rental
<b>Barry Watts</b>					
	Bill Payment (Check)	3335	05/10/2024	-327.07	10006 Tri-Counties Bank-Operations
	Bill	April 2024	04/29/2024	327.07	62007 Directors' Fees
<b>Belden Blaine Raytis, LLP</b>					
	Bill Payment (Check)	3358	05/10/2024	-27,006.17	10006 Tri-Counties Bank-Operations
	Bill	23022	05/08/2024	51.67	63000 Legal Services
	Bill	23020	05/08/2024	23,219.00	-Split-
	Bill	23023	05/08/2024	2,170.00	63000 Legal Services
	Bill	23021	05/08/2024	1,565.50	63000 Legal Services
<b>Benjamin P. Ruiz</b>					
	Bill Payment (Check)	3355	05/10/2024	-2,880.00	10006 Tri-Counties Bank-Operations
	Bill	3020	04/30/2024	2,880.00	70201 Capital Environmental Services
<b>Berchtold Equipment Company</b>					
	Bill Payment (Check)	3328	05/10/2024	-1,598.46	10006 Tri-Counties Bank-Operations
	Bill	P32286	05/09/2024	14.63	65001 Equipment Maintenance & Repair
	Bill	W12565	04/25/2024	1,583.83	65001 Equipment Maintenance & Repair
<b>BSK Associates Inc</b>					
	Bill Payment (Check)	3341	05/10/2024	-486.00	10006 Tri-Counties Bank-Operations
	Bill	AH11209	05/09/2024	486.00	61655 Water Quality Testing
<b>Carroll's Tire Warehouse</b>					
	Bill Payment (Check)	3360	05/10/2024	-431.06	10006 Tri-Counties Bank-Operations
	Bill	1599	05/03/2024	431.06	65000 Auto Maintenance & Repair
<b>Christensen, Inc.</b>					
	Bill Payment (Check)	3354	05/10/2024	-4,088.79	10006 Tri-Counties Bank-Operations
	Bill	311403CT	04/30/2024	4,088.79	-Split-
<b>County Clerk</b>					
	Bill Payment (Check)	3329	05/10/2024	-50.00	10006 Tri-Counties Bank-Operations
	Bill	NOE 05-2024	05/09/2024	50.00	60200 Licenses, Permits and Fees
<b>David Janes Company</b>					
	Bill Payment (Check)	3370	05/10/2024	-55.85	10006 Tri-Counties Bank-Operations
	Bill	0431170-IN	04/18/2024	55.85	61650 Operating Supplies
<b>Esparza Enterprises, Inc</b>					
	Bill Payment (Check)	3365	05/10/2024	-6,729.83	10006 Tri-Counties Bank-Operations
	Bill	122776	05/01/2024	2,760.75	63007 Other Contracted Services
	Bill	122904	05/08/2024	3,969.08	63007 Other Contracted Services

<b>Gary Unruh</b>	Bill Payment (Check)	3337	05/10/2024	-1,105.73 10006 Tri-Counties Bank-Operations
	Bill	April 2024	04/29/2024	1,105.73 62007 Directors' Fees
<b>GCI Equipment Rental</b>	Bill Payment (Check)	3361	05/10/2024	-43.30 10006 Tri-Counties Bank-Operations
	Bill	156113A-1	05/01/2024	43.30 61500 Equipment Rental
<b>Hafenfeld Ranch, LLC</b>	Bill Payment (Check)	3356	05/10/2024	-40,920.65 10006 Tri-Counties Bank-Operations
	Bill	2593-RRB	05/01/2024	40,920.65 63007 Other Contracted Services
<b>Jason Selvidge</b>	Bill Payment (Check)	3338	05/10/2024	-260.84 10006 Tri-Counties Bank-Operations
	Bill	April 2024	04/29/2024	260.84 62007 Directors' Fees
<b>Kern Auto Parts</b>	Bill Payment (Check)	3368	05/10/2024	-34.40 10006 Tri-Counties Bank-Operations
	Bill	63846	05/03/2024	11.78 61650 Operating Supplies
	Vendor Credit	64253	05/09/2024	-23.64 65000 Auto Maintenance & Repair
	Bill	64109	05/08/2024	46.26 65000 Auto Maintenance & Repair
<b>Kern County Water Agency</b>	Bill Payment (Check)	3372	05/10/2024	-604,369.00 10006 Tri-Counties Bank-Operations
	Bill	41264	05/09/2024	26,864.00 Third Party Project Operations:Pioneer Project
	Bill	41120	05/09/2024	30,790.00 Third Party Project Operations:Pioneer Project
	Bill	41291	05/09/2024	213,465.00 61300 Surface Water Pumping
	Bill	41279	05/09/2024	333,250.00 61300 Surface Water Pumping
<b>Kern Machinery</b>	Bill Payment (Check)	3366	05/10/2024	-4,431.11 10006 Tri-Counties Bank-Operations
	Bill	103-1150699	04/24/2024	4,431.11 65001 Equipment Maintenance & Repair
<b>Martinez Gardening Service</b>	Bill Payment (Check)	3342	05/10/2024	-200.00 10006 Tri-Counties Bank-Operations
	Bill	838498	04/22/2024	200.00 65100 Building Maintenance
<b>Mission Uniform Service</b>	Bill Payment (Check)	3350	05/10/2024	-99.42 10006 Tri-Counties Bank-Operations
	Bill	521535361	05/03/2024	99.42 63500 Janitorial
<b>Mitch Millwee</b>	Bill Payment (Check)	3334	05/10/2024	-238.86 10006 Tri-Counties Bank-Operations
	Bill	April 2024	04/29/2024	238.86 62007 Directors' Fees
<b>Office1</b>	Bill Payment (Check)	3340	05/10/2024	-175.27 10006 Tri-Counties Bank-Operations
	Bill	AR1113984	05/09/2024	175.27 62001 Printing & Reproduction
<b>Peachy Clean</b>	Bill Payment (Check)	3330	05/10/2024	-900.00 10006 Tri-Counties Bank-Operations
	Bill	March 2024	05/08/2024	500.00 63500 Janitorial
	Bill	April 2024	05/08/2024	400.00 63500 Janitorial
<b>PG&amp;E (0439653883-9)</b>	Bill Payment (Check)	3369	05/10/2024	-369.40 10006 Tri-Counties Bank-Operations
	Bill	0439653883-9 April 24	05/02/2024	369.40 61300 Surface Water Pumping
<b>PG&amp;E (1338232537-4)</b>	Bill Payment (Check)	3363	05/10/2024	-1,193.58 10006 Tri-Counties Bank-Operations
	Bill	1338232537-4 April 24	05/02/2024	1,193.58 61301 Groundwater Pumping
<b>PG&amp;E (3923107207-3)</b>	Bill Payment (Check)	3353	05/10/2024	-1,558.46 10006 Tri-Counties Bank-Operations
	Bill	3923107207-3 April 24	05/02/2024	1,558.46 61301 Groundwater Pumping
<b>PG&amp;E (5592643715-7)</b>	Bill Payment (Check)	3349	05/10/2024	-47.40 10006 Tri-Counties Bank-Operations
	Bill	5592643715-7 April 24	05/02/2024	88.20 61301 Groundwater Pumping
	Vendor Credit	5592643715-7 Apr 24	04/04/2024	-40.80 61301 Groundwater Pumping

<b>PG&amp;E (5919499601-9)</b>	Bill Payment (Check)	3348	05/10/2024	-1,581.36	10006 Tri-Counties Bank-Operations
	Bill	5919499601-9 April 24	05/02/2024	1,581.36	61301 Groundwater Pumping
<b>PG&amp;E (7649745985-9)</b>	Bill Payment (Check)	3344	05/10/2024	-9.86	10006 Tri-Counties Bank-Operations
	Bill	7649745985-9 April 24	05/06/2024	9.86	66000 Utilities
<b>PG&amp;E (8190181094-5)</b>	Bill Payment (Check)	3343	05/10/2024	-75.51	10006 Tri-Counties Bank-Operations
	Bill	8190181094-5 April 24	05/02/2024	107.08	61301 Groundwater Pumping
	Vendor Credit	8190181094-5 Apr 24	04/04/2024	-31.57	61301 Groundwater Pumping
<b>Quinn Company</b>	Bill Payment (Check)	3327	05/10/2024	-15,640.26	10006 Tri-Counties Bank-Operations
	Bill	WO080088136	03/22/2024	15,640.26	65001 Equipment Maintenance & Repair
<b>Roy Pierucci</b>	Bill Payment (Check)	3336	05/10/2024	-1,171.29	10006 Tri-Counties Bank-Operations
	Bill	April 2024	04/30/2024	1,171.29	62007 Directors' Fees
<b>Southern California Edison (700102049704)</b>	Bill Payment (Check)	3346	05/10/2024	-207.20	10006 Tri-Counties Bank-Operations
	Bill	700102049704 April 24	04/30/2024	207.20	66000 Utilities
<b>Southern California Edison (700511405161)</b>	Bill Payment (Check)	3345	05/10/2024	-17.55	10006 Tri-Counties Bank-Operations
	Bill	700511405161 April 24	04/30/2024	17.55	66000 Utilities
<b>Spectrum Business</b>	Bill Payment (Check)	3362	05/10/2024	-154.98	10006 Tri-Counties Bank-Operations
	Bill	1355119050124	05/01/2024	154.98	66001 Phone / Internet
<b>Standard Insurance</b>	Bill Payment (Check)	3339	05/10/2024	-707.44	10006 Tri-Counties Bank-Operations
	Bill	Apr 2023	05/01/2024	707.44	-Split-
<b>SUPERIOR SANITATION</b>	Bill Payment (Check)	3351	05/10/2024	-463.36	10006 Tri-Counties Bank-Operations
	Bill	43100303	05/01/2024	463.36	66000 Utilities
<b>TARGET SPECIALTY PRODUCTS</b>	Bill Payment (Check)	3331	05/10/2024	-2,337.12	10006 Tri-Counties Bank-Operations
	Bill	INVP501467217	04/23/2024	2,337.12	65500 Weed Control/Chemicals
<b>Thomas Refuse Service, Inc</b>	Bill Payment (Check)	3364	05/10/2024	-236.67	10006 Tri-Counties Bank-Operations
	Bill	125492	05/01/2024	236.67	66000 Utilities
<b>United Rentals</b>	Bill Payment (Check)	3359	05/10/2024	-1,536.07	10006 Tri-Counties Bank-Operations
	Bill	220648729-013	04/30/2024	1,536.07	61500 Equipment Rental
<b>Workforce go!</b>	Bill Payment (Check)	3333	05/10/2024	-52.74	10006 Tri-Counties Bank-Operations
	Bill	INV-0033074	05/01/2024	52.74	60001 Payroll Taxes and Fees
<b>Zeiders Consulting</b>	Bill Payment (Check)	3332	05/10/2024	-24,210.00	10006 Tri-Counties Bank-Operations
	Bill	INV-March-2024-McC-Bo	05/08/2024	24,210.00	70200 Capital Engineering Services
				<b>Total AP Current</b>	<b>\$1,755,077.65</b>
				<b>Total AP Current + Ratified</b>	<b>\$2,006,925.07</b>

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**Rosedale-Rio Bravo Water Storage District**  
**Budget vs. Actuals: FYE December 31, 2024**  
 January - April, 2024

	Apr 2024	Total		
	Actual	Actual	Budget	% of Budget
<b>Income</b>				
40000 Assesments	2,160,060.00	5,454,305.51	5,809,040.00	93.89%
40010 Prior Year Assesments	2,428.43	38,489.92	25,000.00	153.96%
40500 Water Charge		0.00	1,824,000.00	0.00%
40501 Water Sales		0.00	0.00	
40503 SW Pumping Reimbursement		0.00	320,000.00	0.00%
40506 Groundwater Mitigation		0.00	32,000.00	0.00%
40507 O & M Reimbursement	80,174.99	0.00	180,000.00	0.00%
40508 Groundwater Banking		2,801,667.00	5,600,000.00	50.03%
40509 Lease	1,210.00	40,967.75	65,000.00	63.03%
40510 GW Recovery Reimbursement		0.00	24,000.00	0.00%
40600 Interest	103,095.43	244,793.88	600,000.00	40.80%
41000 Other		0.00	5,000.00	0.00%
41001 Refunds and Credits	415.00	878.79	50,000.00	1.76%
41005 Income from Sale of Asset		0.00	12,618,250.00	0.00%
41010 Grant		0.00	1,950,000.00	0.00%
41050 Resource Management	30,542.59	90,248.32	175,000.00	51.57%
<b>Total Income</b>	<b>\$ 2,377,926.44</b>	<b>\$ 8,671,351.17</b>	<b>\$ 29,277,290.00</b>	<b>29.62%</b>
<b>Gross Profit</b>	<b>\$ 2,377,926.44</b>	<b>\$ 8,671,351.17</b>	<b>\$ 29,277,290.00</b>	<b>29.62%</b>
<b>Expenses</b>				
60000 Wages and Salaries	116,062.88	466,020.00	1,573,040.00	29.63%
60001 Payroll Taxes and Fees	2,329.84	11,174.00	34,650.00	32.25%
60005 Staff Benefits	12,689.14	50,351.56	194,400.00	25.90%
60006 Staff Retirement	11,698.24	82,862.96	222,600.00	37.23%
60007 Workers Compensation Insurance	2,349.69	9,397.08	34,650.00	27.12%
60100 Bank Charges	164.70	684.12	4,200.00	16.29%
60110 Assesment Reimbursement		0.00	80,000.00	0.00%
60200 Licenses, Permits and Fees	258.40	860.40	20,000.00	4.30%
61000 KCWA SWP		2,728,279.00	4,662,105.00	58.52%
61001 COB Basic Contract		0.00	2,494,400.00	0.00%
61050 Other Water Purchase		11,840.00	1,000,000.00	1.18%
61300 Surface Water Pumping	7,238.04	40,803.80	400,000.00	10.20%
61301 Groundwater Pumping	7,266.34	24,998.91	30,000.00	83.33%
61350 Well Mitigation		0.00	5,000.00	0.00%
<b>Total 61400 Third Party Project Operations</b>	<b>\$ 0.00</b>	<b>\$ 731,852.58</b>	<b>\$ 1,880,000.00</b>	<b>38.93%</b>
61401 Delta Conveyance Project		500,095.00	833,492.00	60.00%
61450 Regulatory Programs	4,779.61	46,748.15	60,000.00	77.91%
61500 Equipment Rental	4,149.61	20,856.55	50,000.00	41.71%
61650 Operating Supplies	3,718.36	8,242.26	35,000.00	23.55%
61655 Water Quality Testing	3,181.52	5,358.00	15,000.00	35.72%
61660 Property Lease		35,802.00	75,000.00	47.74%
61800 Fuel	7,266.69	33,498.00	100,000.00	33.50%
62000 General Office	4,360.09	9,547.30	26,000.00	36.72%
62001 Printing & Reproduction	175.27	706.75	3,000.00	23.56%
62003 Publications and Notices	145.00	145.00	1,500.00	9.67%



**Rosedale-Rio Bravo Water Storage District**  
**Budget vs. Actuals: FYE December 31, 2024**  
 January - April, 2024

	Apr 2024	Total		
	Actual	Actual	Budget	% of Budget
Total 62005 Dues and Membership	\$ 0.00	\$ 33,203.33	\$ 83,030.00	39.99%
62007 Directors' Fees	3,103.79	9,820.36	37,000.00	26.54%
62008 Educational Fees	3,094.61	4,325.18	8,000.00	54.06%
62009 Postage and Delivery	150.00	342.03	2,500.00	13.68%
63000 Legal Services	63,029.64	184,417.82	500,000.00	36.88%
63002 Audit and Accounting Services		250.00	46,000.00	0.54%
63004 Engineering Services	1,323.92	-439.74	150,000.00	-0.29%
63005 Environmental Services		17,445.00	50,000.00	34.89%
63006 Hydrogeology Services	2,853.75	40,378.75	120,000.00	33.65%
63007 Other Contracted Services	18,000.43	85,519.83	200,000.00	42.76%
63010 Insurance		50,727.20	90,000.00	56.36%
63500 Janitorial	198.84	1,979.52	9,180.00	21.56%
64000 Water Transaction Fees		6,000.00	50,000.00	12.00%
65000 Auto Maintenance & Repair	868.14	11,484.99	27,000.00	42.54%
65001 Equipment Maintenance & Repair	8,200.26	42,296.02	52,000.00	81.34%
65002 Mileage Reimbursement	35.11	226.60	500.00	45.32%
65100 Building Maintenance	1,025.97	7,656.47	17,000.00	45.04%
65101 Water Structure Maintenance		0.00	22,000.00	0.00%
65200 Booster Pump Maintenance		0.00	22,000.00	0.00%
65201 Well Maintenance		0.00	50,000.00	0.00%
65500 Weed Control/Chemicals	2,337.12	10,461.03	100,000.00	10.46%
66000 Utilities	2,016.23	5,441.22	17,500.00	31.09%
66001 Phone / Internet	1,177.08	5,371.75	16,000.00	33.57%
66011 Technology Fees & Subscriptions	2,660.90	14,437.79	50,000.00	28.88%
67000 Travel		2,071.14	10,500.00	19.73%
68000 Property Taxes		60,095.62	190,000.00	31.63%
70000 Capital Water Structure		0.00	1,725,000.00	0.00%
70001 Capital Building	54,845.59	59,103.92	75,000.00	78.81%
70100 Capital Booster Pump		0.00	50,000.00	0.00%
70101 Capital Well	11,914.27	398,128.92	3,200,000.00	12.44%
70200 Capital Engineering Services		31,367.00	350,000.00	8.96%
70201 Capital Environmental Services	4,800.00	20,806.40	50,000.00	41.61%
70500 Capital Auto		0.00	50,000.00	0.00%
70501 Capital Equipment		0.00	50,000.00	0.00%
70600 Capital Office Equipment		2,995.66	12,000.00	24.96%
70602 Capital Land	100,000.00	100,000.00	2,000,000.00	5.00%
Total 70700 Third Party Projects- Capital	\$ 0.00	\$ 0.00	\$ 1,755,000.00	0.00%
80002 Interest Paid	2.20	139.73	0.00	
88004 2020 COP- Debt Service	113,783.96	2,975,135.84	3,928,054.18	75.74%
88100 COP Administration		0.00	9,000.00	0.00%
<b>Total Expenses</b>	<b>\$ 583,255.23</b>	<b>\$ 9,001,312.80</b>	<b>\$ 29,008,301.18</b>	<b>31.03%</b>
<b>Net Income</b>	<b>\$ 1,794,671.21</b>	<b>-\$ 329,961.63</b>	<b>\$ 268,988.82</b>	<b>-122.67%</b>

TO: Rosedale-Rio Bravo Water Storage District Board of Directors  
Agenda Item 3d

FROM: Megan Misuraca

DATE: May 14, 2024

RE: Adopting District Assessment Rate for 2024

Discussion:

Staff reviewed the 10-year projection with the Finance Committee on May 9, 2024 with a recommended \$158/acre assessment for 2024 based upon the analysis.

Recommendation:

The Board adopt Resolution No. 541 Adopting District Assessment Rate for 2024 (Collected in 2024-2025) at \$158/acre.

Name	FY2023 Actual	FY2024 Projected	FY 2025 Forecasted
<b>Beginning Cash Balance</b>	<b>\$34,025,955.22</b>	<b>\$31,954,216.42</b>	<b>\$30,923,204.74</b>
<b>Revenue Source</b>			
<b>Assessments</b>			
40000 - Assesments	\$5,992,608.97	\$5,809,039.50	\$6,118,854.94
40010 - Prior Year Assesments	\$183,864.68	\$25,000.00	\$26,250.00
<b>Total Assessments:</b>	<b>\$6,176,473.65</b>	<b>\$5,834,039.50</b>	<b>\$6,145,104.94</b>
<b>Water Charge</b>			
40500 - Water Charge		\$1,824,000.00	\$1,824,000.00
<b>Total Water Charge:</b>	<b>\$0.00</b>	<b>\$1,824,000.00</b>	<b>\$1,824,000.00</b>
<b>Third Party User Charges</b>			
40501 - Water Sales	\$5,757,200.00	\$0.00	\$0.00
40508 - Groundwater Banking	\$5,481,949.00	\$5,600,000.00	\$5,768,000.00
<b>Total Third Party User Charges:</b>	<b>\$11,239,149.00</b>	<b>\$5,600,000.00</b>	<b>\$5,768,000.00</b>
<b>Reimbursements</b>			
40503 - SW Pumping Reimbursement		\$320,000.00	\$329,600.00
40506 - Groundwater Mitigation	\$9,649.65	\$32,000.00	\$32,960.00
40507 - O & M Reimbursement	\$860,136.78	\$180,000.00	\$185,400.00
40510 - GW Recovery Reimbursement	\$739,290.56	\$24,000.00	\$1,400,000.00
41050 - Resource Management	\$175,956.88	\$175,000.00	\$187,250.00
<b>Total Reimbursements:</b>	<b>\$1,785,033.87</b>	<b>\$731,000.00</b>	<b>\$2,135,210.00</b>
<b>Other Income</b>			
40509 - Lease	\$78,756.36	\$65,000.00	\$65,650.00
41001 - Refunds and Credits	\$43,454.37	\$50,000.00	\$52,500.00
<b>Total Other Income:</b>	<b>\$122,210.73</b>	<b>\$115,000.00</b>	<b>\$118,150.00</b>
<b>Non-Operating Revenues</b>			
40511 - Non-Reoccurring Water Sale		\$0.00	\$1,000,000.00
41000 - Other	\$21,588.99	\$5,000.00	\$5,150.00
41005 - Income from Sale of Asset	\$360,918.20	\$12,618,250.00	\$0.00
41010 - Grant	\$3,110.90	\$1,950,000.00	\$0.00
<b>Total Non-Operating Revenues:</b>	<b>\$385,618.09</b>	<b>\$14,573,250.00</b>	<b>\$1,005,150.00</b>
<b>Interest Income</b>			
40600 - Interest	\$1,248,350.64	\$600,000.00	\$480,000.00
<b>Total Interest Income:</b>	<b>\$1,248,350.64</b>	<b>\$600,000.00</b>	<b>\$480,000.00</b>
<b>Total Revenue Source:</b>	<b>\$20,956,835.98</b>	<b>\$29,277,289.50</b>	<b>\$17,475,614.94</b>

Name	FY2023 Actual	FY2024 Projected	FY 2025 Forecasted
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Expense Objects			
<b>Salaries and Wages</b>			
60000 - Wages and Salaries	\$1,507,363.83	\$1,573,040.00	\$1,651,692.00
60001 - Payroll Taxes and Fees	\$31,539.33	\$34,650.00	\$36,382.50
60007 - Workers Compensation Insurance	\$30,150.92	\$34,650.00	\$36,382.50
<b>Total Salaries and Wages:</b>	<b>\$1,569,054.08</b>	<b>\$1,642,340.00</b>	<b>\$1,724,457.00</b>
<b>Benefits</b>			
60005 - Staff Benefits	\$148,785.66	\$194,400.00	\$204,120.00
60006 - Staff Retirement	\$165,271.34	\$222,600.00	\$236,250.00
<b>Total Benefits:</b>	<b>\$314,057.00</b>	<b>\$417,000.00</b>	<b>\$440,370.00</b>
<b>Administration</b>			
60100 - Bank Charges	\$4,087.85	\$4,200.00	\$4,326.00
80002 - Interest Expense	\$29,822.87		
60110 - Assesment Reimbursement	\$45,332.64	\$80,000.00	\$82,400.00
60200 - Licenses, Permits and Fees	\$48,437.10	\$20,000.00	\$20,600.00
62000 - General Office	\$26,700.96	\$26,000.00	\$26,780.00
62001 - Printing & Reproduction	\$2,335.50	\$3,000.00	\$3,090.00
62003 - Publications and Notices	\$4,574.50	\$1,500.00	\$1,545.00
62005 - Dues and Membership	\$78,766.00		
ACWA		\$25,395.00	\$26,664.75
AECA-Agriculture Energy Consumers Association		\$500.00	\$525.00
Association of Environmental Professionals		\$175.00	\$183.75
Committee for Delta Reliability		\$30,000.00	\$31,500.00
Costco		\$60.00	\$63.00
ESRI Maintenance		\$500.00	\$525.00
Farm Bureau Membership & Sponsor		\$300.00	\$315.00
Kern Fan Authority		\$3,000.00	\$3,090.00
Kernville Chamber of Commerce (Onyx)		\$100.00	\$105.00
LAFCO		\$6,000.00	\$6,300.00
North West Kern Resources Conservation		\$2,000.00	\$2,100.00
San Joaquin Valley Ag Water Com		\$200.00	\$210.00

Name	FY2023 Actual	FY2024 Projected	FY 2025 Forecasted
<i>South Valley Water Resources Authority</i>		\$9,700.00	\$10,185.00
<i>Underground Service Alert Fee</i>		\$300.00	\$315.00
<i>Valley Ag Water Coalition</i>		\$3,000.00	\$3,150.00
<i>Water Association of Kern County</i>		\$1,800.00	\$1,890.00
62007 - Directors' Fees	\$29,082.47	\$37,000.00	\$38,110.00
62008 - Educational Fees	\$7,309.64	\$8,000.00	\$8,240.00
62009 - Postage and Delivery	\$1,789.47	\$2,500.00	\$2,575.00
63010 - Insurance	\$90,099.83	\$90,000.00	\$94,500.00
63500 - Janitorial	\$8,755.10	\$9,180.00	\$9,455.40
65002 - Mileage Reimbursement	\$147.11	\$500.00	\$515.00
66011 - Technology Fees & Subscriptions	\$34,053.79	\$50,000.00	\$51,500.00
67000 - Travel	\$15,108.78	\$10,500.00	\$11,025.00
<b>Total Administration:</b>	<b>\$426,403.61</b>	<b>\$425,410.00</b>	<b>\$441,782.90</b>
<b>Water Purchases and Fees</b>			
61000 - KCWA SWP	\$5,014,622.00	\$4,662,105.00	\$4,801,968.15
61001 - COB Basic Contract	\$656,899.62	\$2,494,400.00	\$2,000,000.00
61050 - Other Water Purchase	\$1,646,624.50	\$1,000,000.00	\$1,000,000.00
61401 - Delta Conveyance Project	\$757,720.00	\$833,492.00	\$875,166.60
64000 - Water Transaction Fees	\$143,940.36	\$50,000.00	\$50,000.00
<b>Total Water Purchases and Fees:</b>	<b>\$8,219,806.48</b>	<b>\$9,039,997.00</b>	<b>\$8,727,134.75</b>
<b>Operations - Pumping Costs</b>			
61300 - Surface Water Pumping	\$1,359,652.86	\$400,000.00	\$412,000.00
61301 - Groundwater Pumping	\$873,839.83	\$30,000.00	\$1,600,000.00
<b>Total Operations - Pumping Costs:</b>	<b>\$2,233,492.69</b>	<b>\$430,000.00</b>	<b>\$2,012,000.00</b>
<b>Operations</b>			
61350 - Well Mitigation	\$3,971.00	\$5,000.00	\$50,000.00
61400 - Third Party Project Operations	\$1,287,901.69		
<i>Cross Valley Canal</i>		\$375,000.00	\$240,384.60
<i>Pioneer Project</i>		\$975,000.00	\$390,000.00
<i>Sites Reservoir</i>		\$80,000.00	\$160,000.00
<i>GBJPA/Kern Fan Operations</i>		<b>\$50,000.00</b>	<b>\$50,000.00</b>
61450 - Regulatory Programs	\$95,663.79	\$60,000.00	\$63,000.00
61500 - Equipment Rental	\$62,314.20	\$50,000.00	\$51,500.00
61650 - Operating Supplies	\$38,052.78	\$35,000.00	\$36,050.00
61655 - Water Quality Testing	\$13,924.54	\$15,000.00	\$30,000.00
61660 - Property Lease	\$71,604.00	\$75,000.00	\$77,250.00
61800 - Fuel	\$244,101.85	\$100,000.00	\$105,000.00
65500 - Weed Control/Chemicals	\$109,319.02	\$100,000.00	\$103,000.00

Name	FY2023 Actual	FY2024 Projected	FY 2025 Forecasted
68000 - Property Taxes	\$183,483.50	\$190,000.00	\$193,800.00
<b>Total Operations:</b>	<b>\$2,110,336.37</b>	<b>\$2,110,000.00</b>	<b>\$1,549,984.60</b>
<b>Professional Services</b>			
63000 - Legal Services	\$427,158.91	\$500,000.00	\$425,000.00
63002 - Audit and Accounting Services	\$40,950.00	\$46,000.00	\$47,000.00
63004 - Engineering Services	\$105,054.37	\$150,000.00	\$100,000.00
63005 - Environmental Services	\$67,680.00	\$50,000.00	\$52,500.00
63006 - Hydrogeology Services	\$99,451.25	\$120,000.00	\$100,000.00
63007 - Other Contracted Services	\$393,928.97	\$200,000.00	\$210,000.00
<b>Total Professional Services:</b>	<b>\$1,134,223.50</b>	<b>\$1,066,000.00</b>	<b>\$934,500.00</b>
<b>Maintenance</b>			
65000 - Auto Maintenance & Repair	\$41,383.77	\$27,000.00	\$27,810.00
65001 - Equipment Maintenance & Repair	\$63,962.86	\$52,000.00	\$53,560.00
65100 - Building Maintenance	\$43,816.87	\$17,000.00	\$17,510.00
65101 - Water Structure Maintenance	\$80,285.72	\$22,000.00	\$22,660.00
65200 - Booster Pump Maintenance	\$27,806.35	\$22,000.00	\$22,660.00
65201 - Well Maintenance	\$60,974.40	\$50,000.00	\$50,000.00
<b>Total Maintenance:</b>	<b>\$318,229.97</b>	<b>\$190,000.00</b>	<b>\$194,200.00</b>
<b>Utilities</b>			
66000 - Utilities	\$18,073.35	\$17,500.00	\$18,025.00
66001 - Phone / Internet	\$13,089.33	\$16,000.00	\$16,480.00
<b>Total Utilities:</b>	<b>\$31,162.68</b>	<b>\$33,500.00</b>	<b>\$34,505.00</b>
<b>Non-Operating Expense</b>			
70000 - Capital Water Structure	\$129,709.28	\$1,725,000.00	\$1,850,000.00
70001 - Capital Building	\$4,959.03	\$75,000.00	\$78,750.00
70100 - Capital Booster Pump		\$50,000.00	\$52,500.00
70101 - Capital Well	\$148,015.12	\$3,200,000.00	\$300,000.00
70200 - Capital Engineering Services	\$56,917.50	\$350,000.00	\$250,000.00
70201 - Capital Environmental Services		\$50,000.00	\$52,500.00
70500 - Capital Auto	\$44,255.71	\$50,000.00	\$52,500.00
70501 - Capital Equipment	\$30,860.43	\$50,000.00	\$52,500.00
70600 - Capital Office Equipment	\$2,420.29	\$12,000.00	\$12,600.00
70602 - Capital Land	\$1,504,270.12	\$3,700,000.00	\$0.00

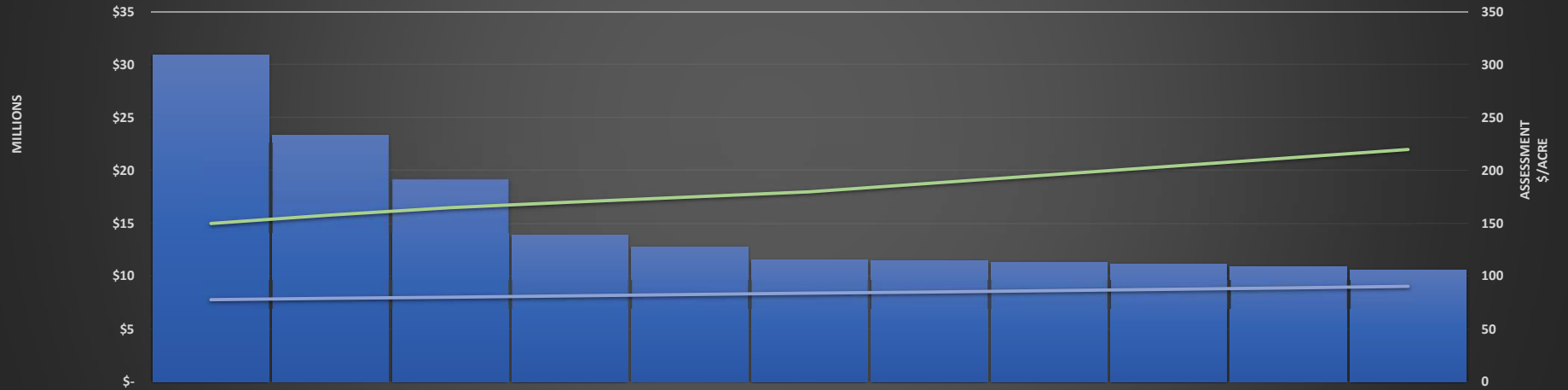
Name	FY2023 Actual	FY2024 Projected	FY 2025 Forecasted
70700 - Third Party Projects- Capital	\$851,000.00		
<i>James Water Bank</i>		\$155,000.00	\$0.00
<i>Kern Fan Project Capital Development</i>		\$1,600,000.00	\$2,350,000.00
<b>Total Non-Operating Expense:</b>	<b>\$2,772,407.48</b>	<b>\$11,017,000.00</b>	<b>\$5,051,350.00</b>
<b>Debt Service</b>			
88004 - 2020 COP- Debt Service	\$3,890,700.92	\$3,928,054.18	\$3,934,798.63
88100 - COP Administration	\$8,700.00	\$9,000.00	\$9,270.00
<b>Total Debt Service:</b>	<b>\$3,899,400.92</b>	<b>\$3,937,054.18</b>	<b>\$3,944,068.63</b>
<b>Total Expense Objects:</b>	<b>\$23,028,574.78</b>	<b>\$30,308,301.18</b>	<b>\$25,054,352.88</b>

<b>Ending Cash Balance</b>	<b>\$31,954,216.42</b>	<b>\$30,923,204.74</b>	<b>\$23,344,466.80</b>
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Rosedale-Rio Bravo WSD  
10 Year Cash Flow Analysis  
Calendar Years 2024-2034



Fund Balance Reserve Assessment (\$/Acre)



	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre	\$/Acre
Assessment Limit	\$ 218.07	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43	\$ 222.43
Assessment (\$/Acre)	\$ 150.00	\$ 158.00	\$ 165.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 188.00	\$ 196.00	\$ 204.00	\$ 212.00	\$ 220.00
Water Charge	\$ 95	\$ 95	\$ 145	\$ 145	\$ 195	\$ 195	\$ 256	\$ 256	\$ 256	\$ 256	\$ 256
Assessment Revenue	\$ 5,809,040	\$ 6,118,855	\$ 6,389,943	\$ 6,583,578	\$ 6,777,213	\$ 6,970,847	\$ 7,280,663	\$ 7,590,478	\$ 7,900,294	\$ 8,210,109	\$ 8,519,925
Water Charge Revenue	\$ 1,824,000	\$ 1,824,000	\$ 2,784,000	\$ 2,784,000	\$ 3,744,000	\$ 3,744,000	\$ 4,915,200	\$ 4,915,200	\$ 4,915,200	\$ 4,915,200	\$ 4,915,200
Total Landowner Revenue	\$ 7,633,040	\$ 7,942,855	\$ 9,173,943	\$ 9,367,578	\$ 10,521,213	\$ 10,714,847	\$ 12,195,863	\$ 12,505,678	\$ 12,815,494	\$ 13,125,309	\$ 13,435,125
Reserve	\$ 7,794,219	\$ 7,911,132	\$ 8,029,799	\$ 8,150,246	\$ 8,272,500	\$ 8,396,587	\$ 8,522,536	\$ 8,650,374	\$ 8,780,130	\$ 8,911,831	\$ 9,045,509



**RESOLUTION NO. 541**  
**RESOLUTION OF THE BOARD OF DIRECTORS OF THE**  
**ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT**  
**ADOPTING ASSESSMENT RATES FOR 2024 (COLLECTED 2024/2025)**

WHEREAS, Rosedale-Rio Bravo Water Storage District is a California Water District (District) formed pursuant to and in accordance with Division 14 of the California Water Code (commencing with Water Code §39000);

WHEREAS, on May 22, 2018, at a duly noticed public hearing and after an assessment ballot proceeding conducted under applicable provisions of the California Constitution, Article XIII d (also referred to as “Proposition 218”), the Board of Directors of the District was authorized to levy, on an annual basis, an annual assessment in an amount up to, but not to exceed, \$205.00 per acre, subject to an authorized inflation adjustment;

WHEREAS, on May 14, 2024, the District’s Board of Directors, after providing published notice and in accordance with law, conducted a public hearing to consider the District’s proposed budget, which included presentation and consideration of estimates of the District’s revenues and expenses during the ensuing tax year, and any public comments made at such public hearing, and adopted the rate of the District’s assessments for 2024 (collected 2024-2025);

WHEREAS, the District has elected that such assessments be collected by the County of Kern as provided in Chapter 13, Part 9 of Division 14 (commencing with Section 47000) of the California Water Code; and

WHEREAS, the assessments for lands within the Rosedale-Rio Bravo Water Storage District are as set forth below.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors for the Rosedale-Rio Bravo Water Storage District, that the foregoing is true and correct.

BE IT FURTHER RESOLVED that the RRBWSD DIST ASSMT assessed for the year 2024 (collected 2024-2025) for all lands within the Rosedale-Rio Bravo Water Storage District is hereby set at \$\_\_\_\_\_ per acre.

BE IT FURTHER RESOLVED that the applicable provisions of California Constitution Article XIII d have been complied with by the District in adopting and setting the rates set forth herein.

All the foregoing being on the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, was PASSED AND ADOPTED by the Board of Directors of the Rosedale-Rio Bravo Water Storage District at the regular meeting place of the District on May 14, 2024, by the following roll-call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I HEREBY CERTIFY that the foregoing Resolution No. 541 is the Resolution of the Rosedale-Rio Bravo Water Storage District as duly passed and adopted by its Board of Directors at a legally convened meeting held on the 14th day of May, 2024.

WITNESS my hand and the official seal of said Board of Directors this 14th day of May, 2024.

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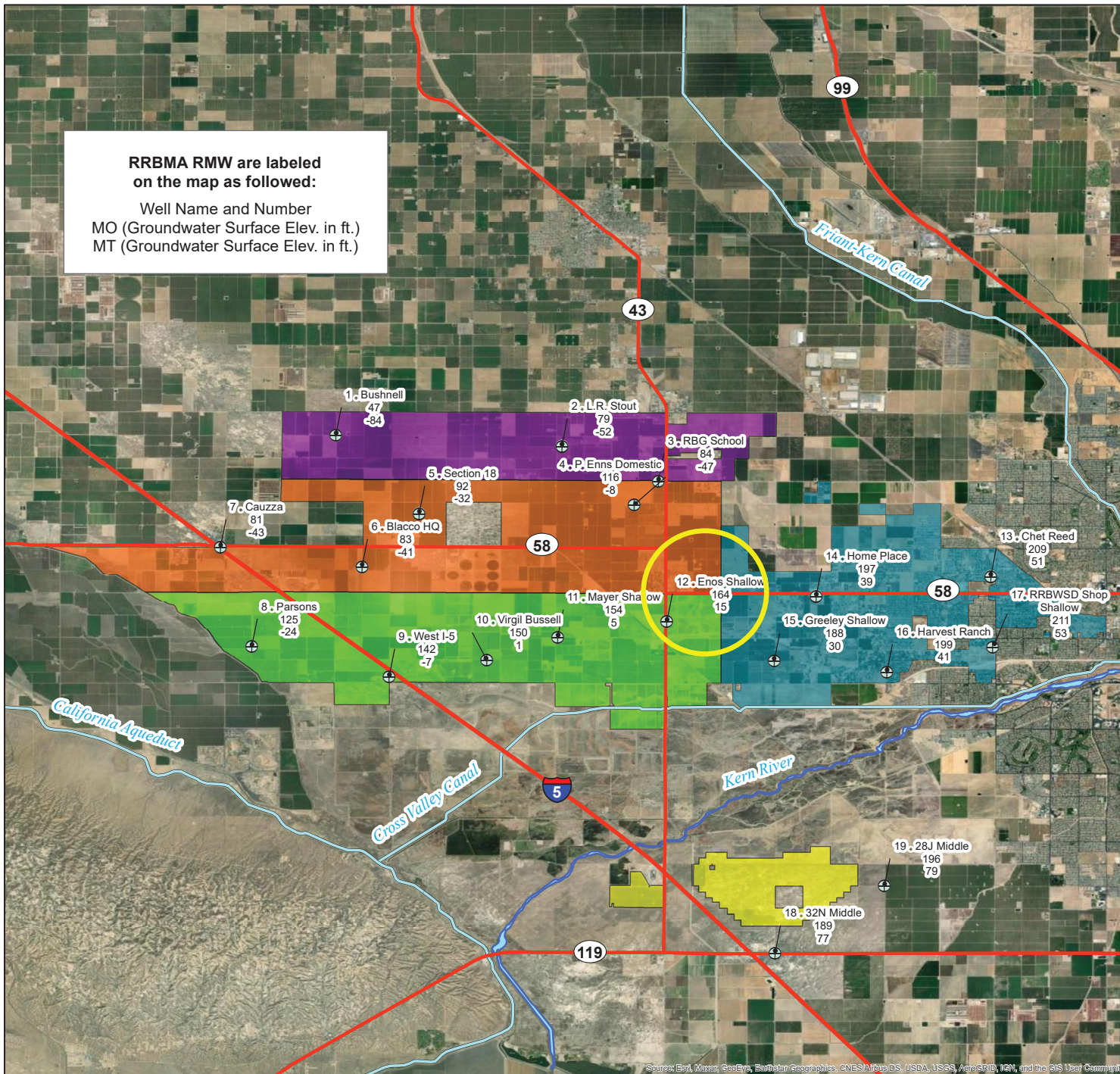
President of the Board of Directors  
Rosedale-Rio Bravo Water Storage District

ATTEST:

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Secretary of the Board of Directors  
Rosedale-Rio Bravo Water Storage District

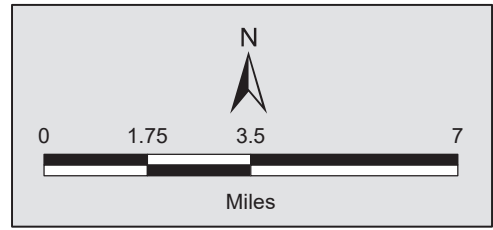
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



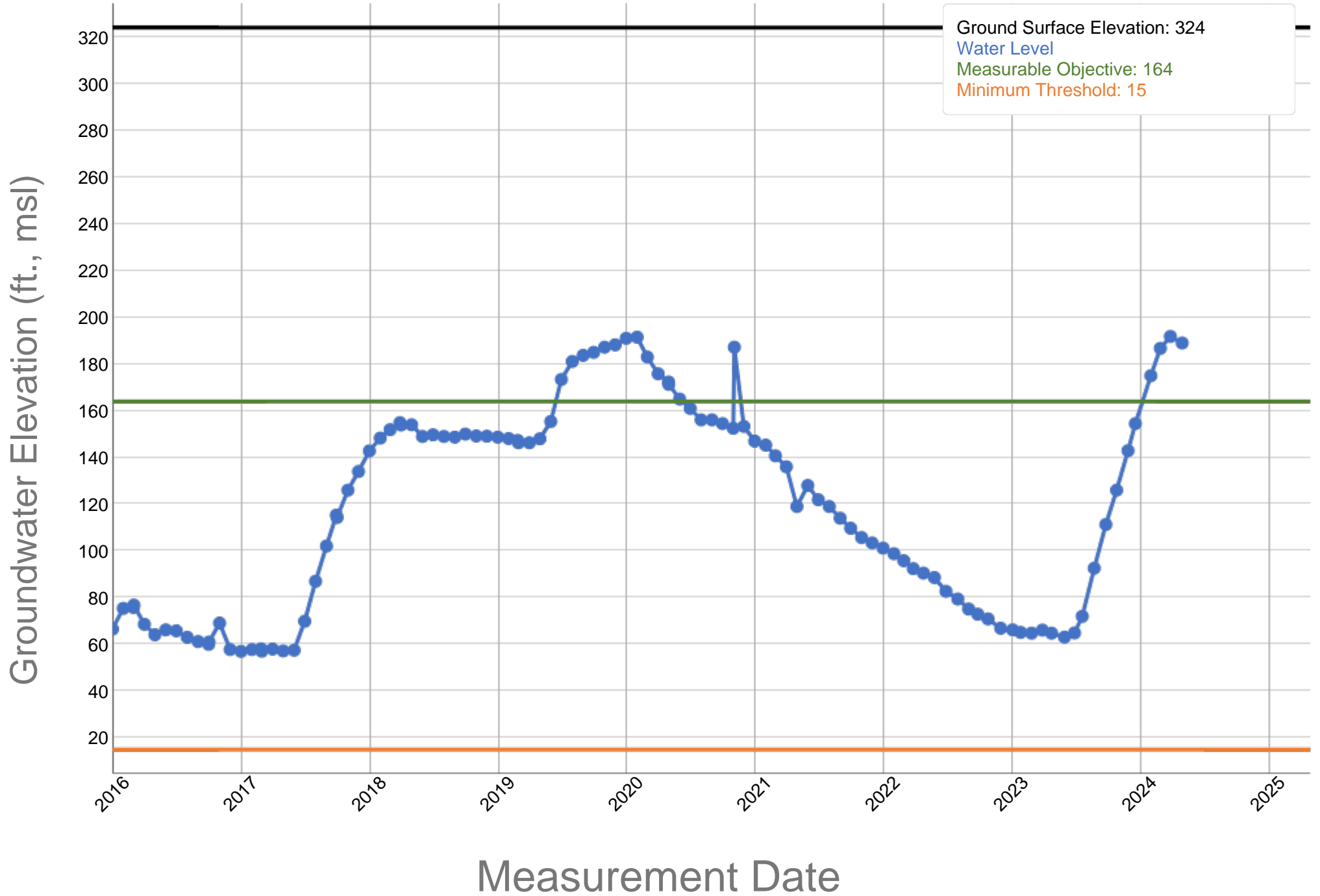
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

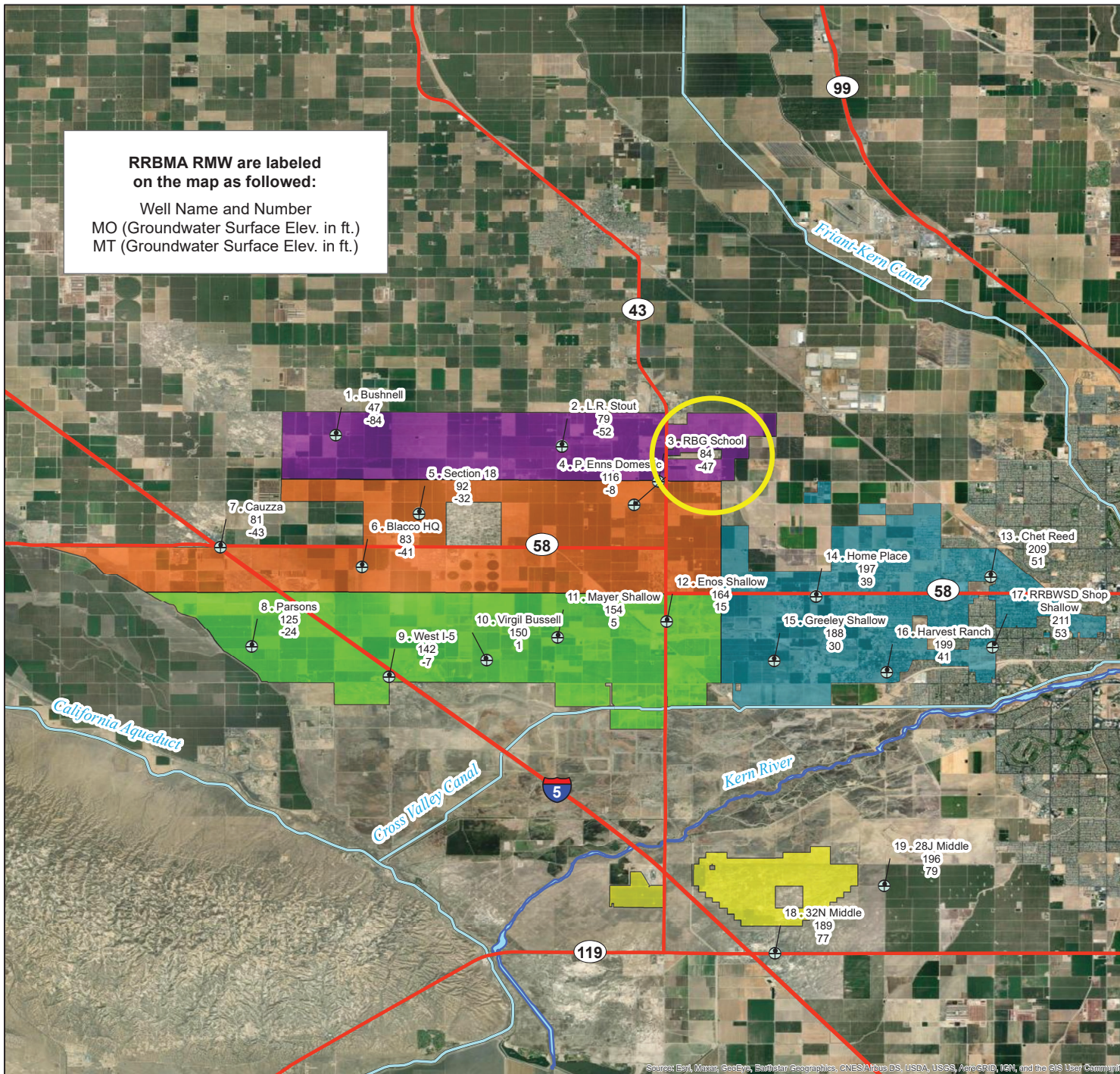
RRMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - 25M Enos - 353760N1192498W002



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

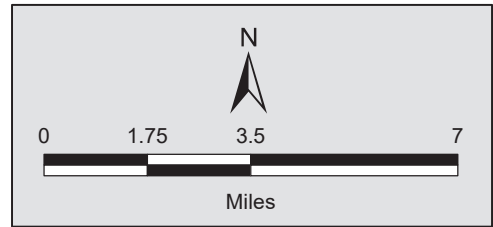


**Legend**

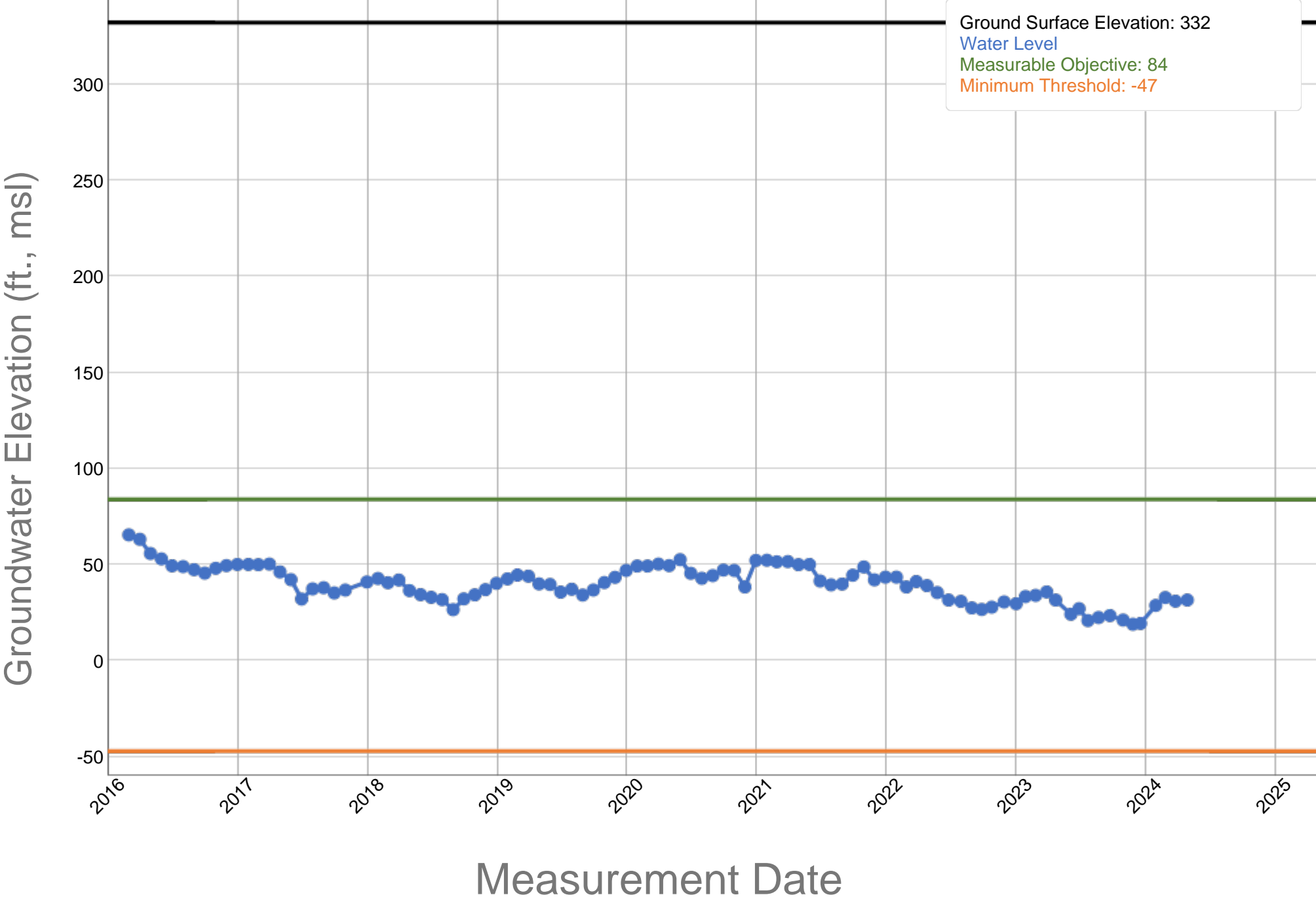
- ⊕ RRBMA RMW (Water Level)
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RRBWSD Shop Shallow

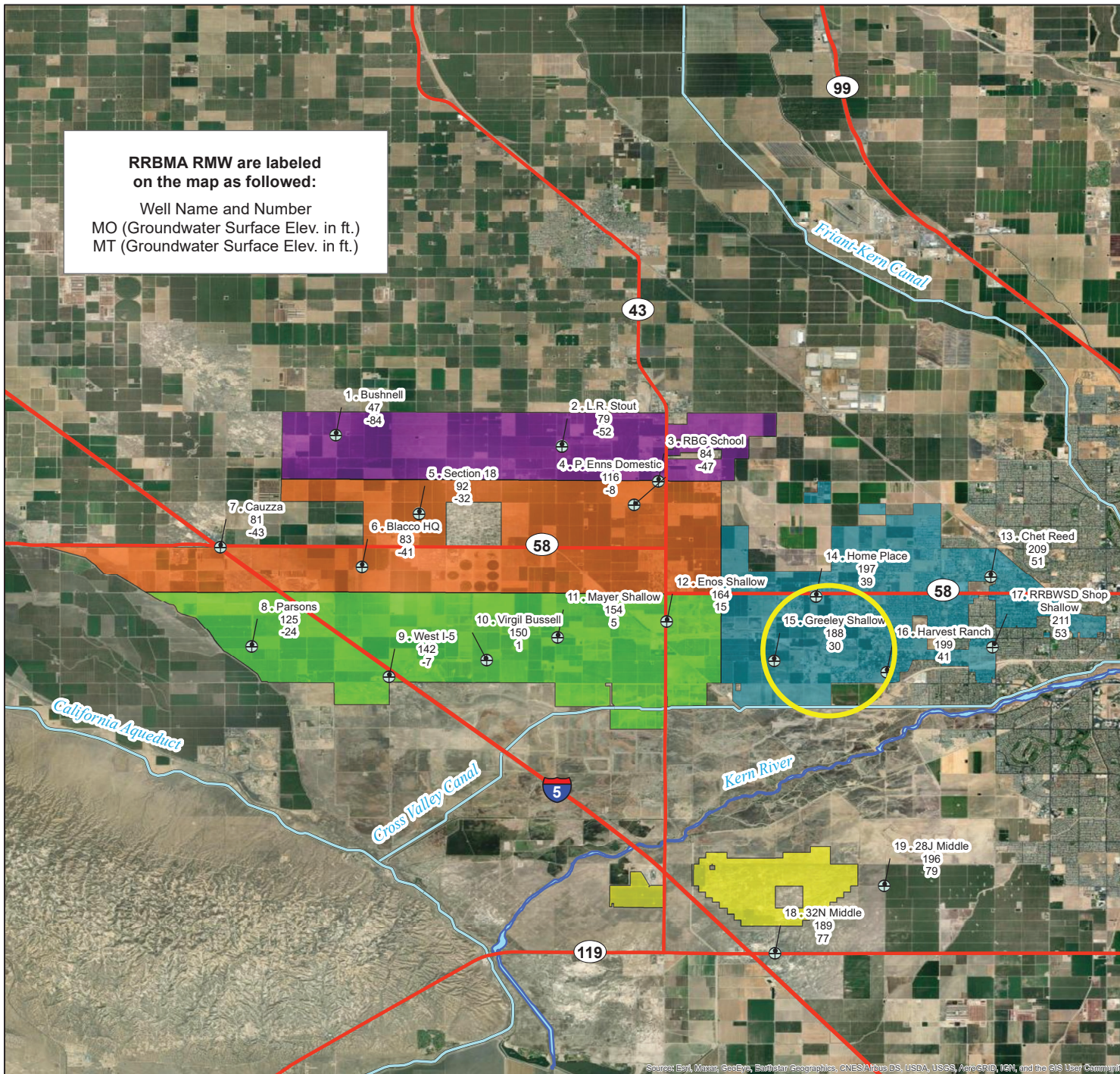
RMW = Representative Monitoring Well  
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Rosedale-Rio Bravo Water Storage District GSA - RBG School - 354197N1192544W001



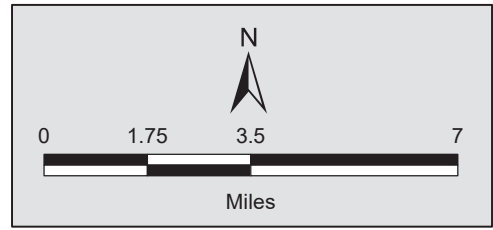
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



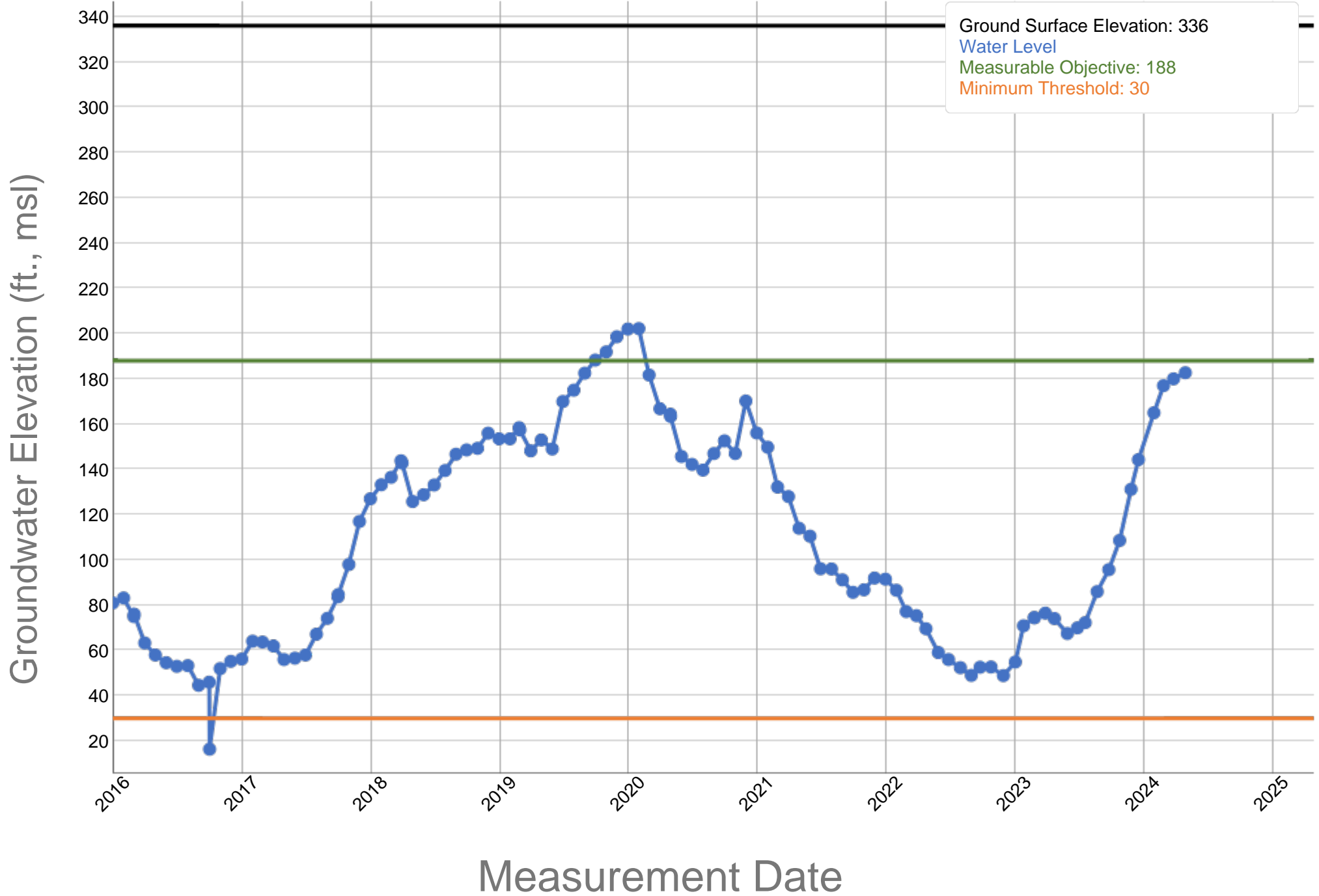
**Legend**

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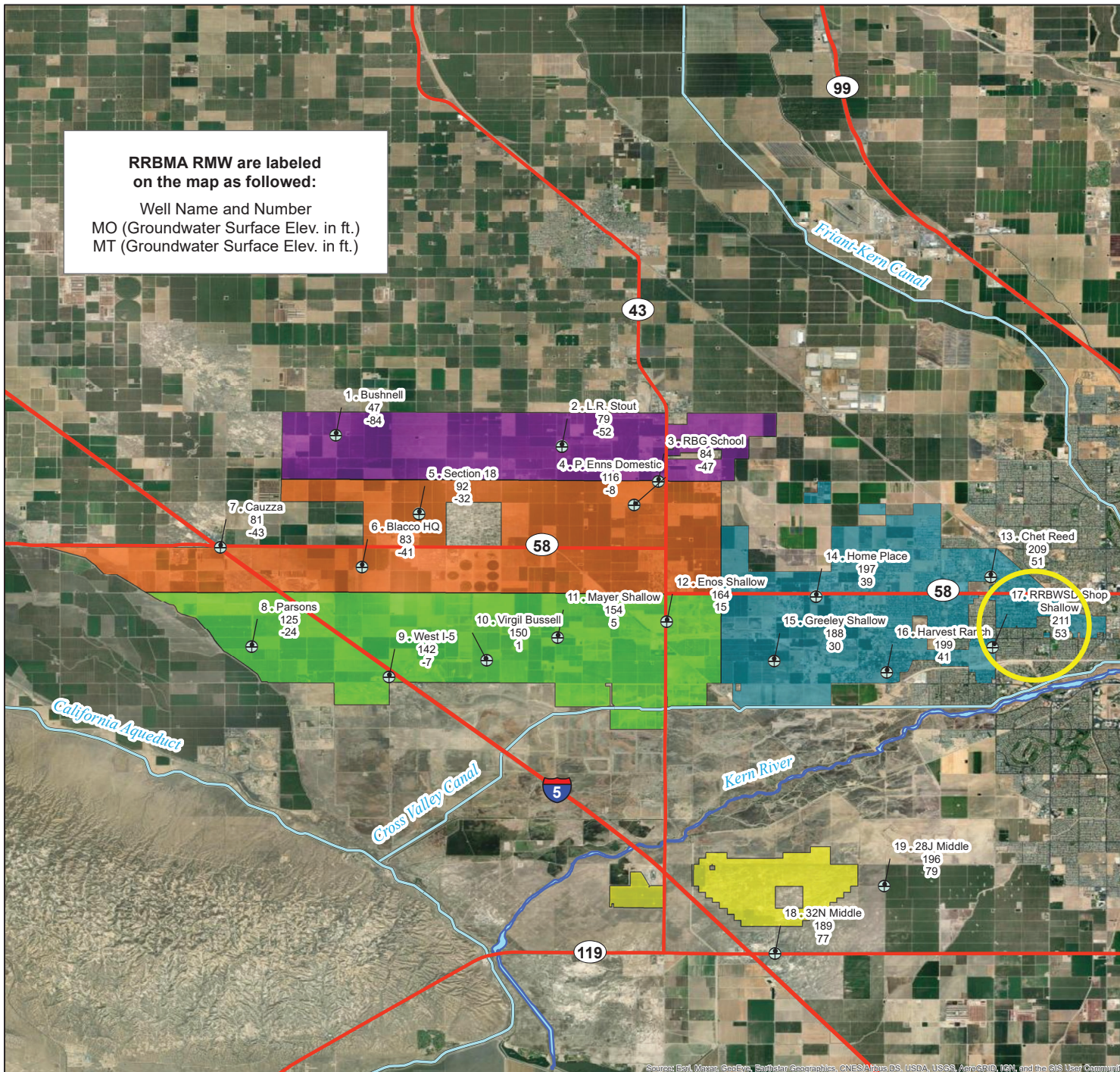


# Rosedale-Rio Bravo Water Storage District - 31H Greeley - 353618N1192169W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



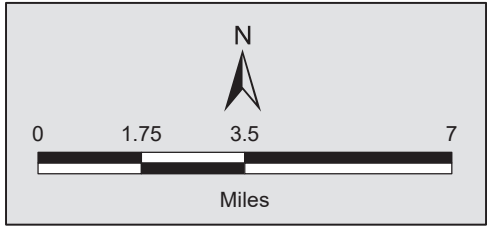
**RRBMA RMW are labeled on the map as followed:**

Well Name and Number  
 MO (Groundwater Surface Elev. in ft.)  
 MT (Groundwater Surface Elev. in ft.)

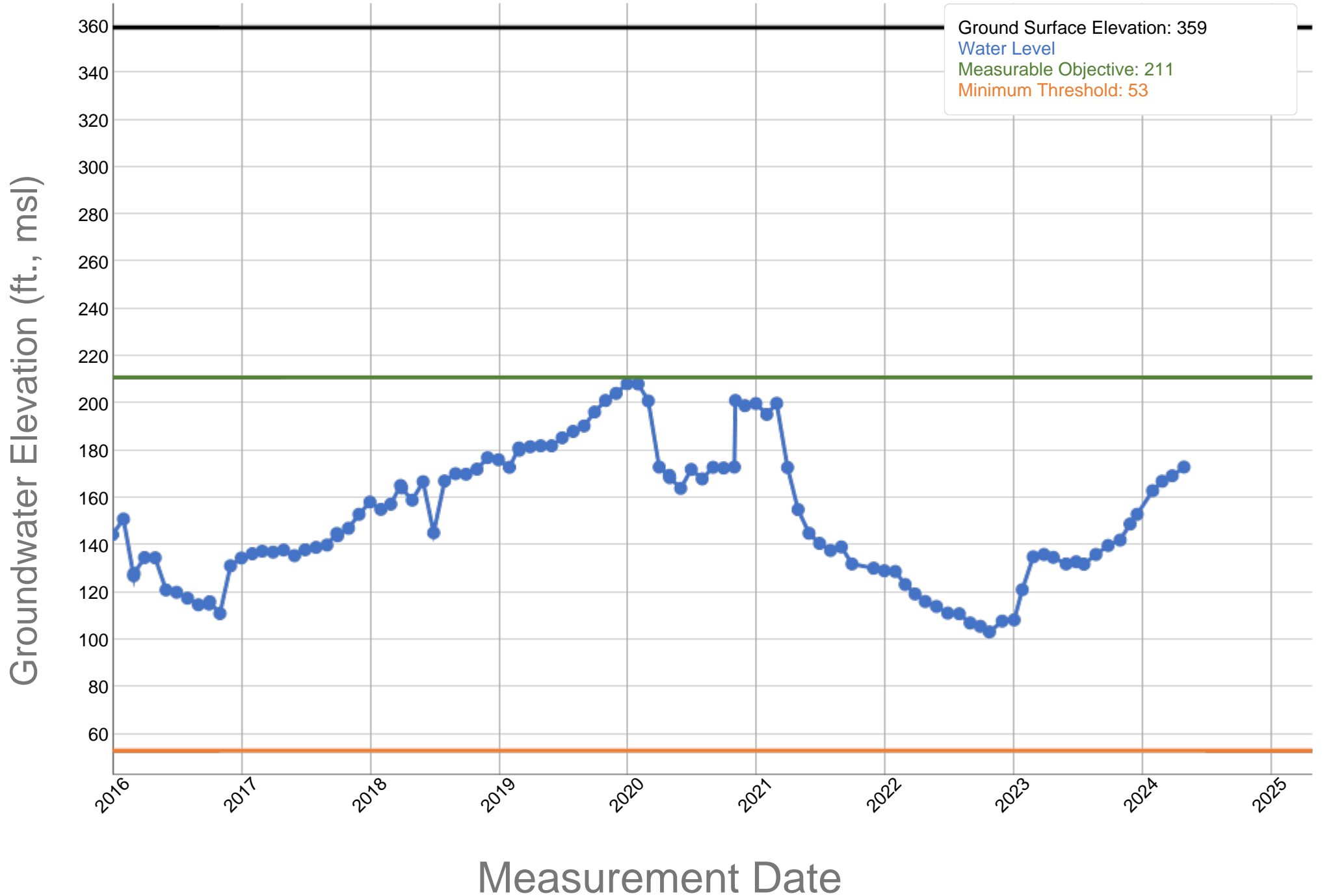
**Legend**

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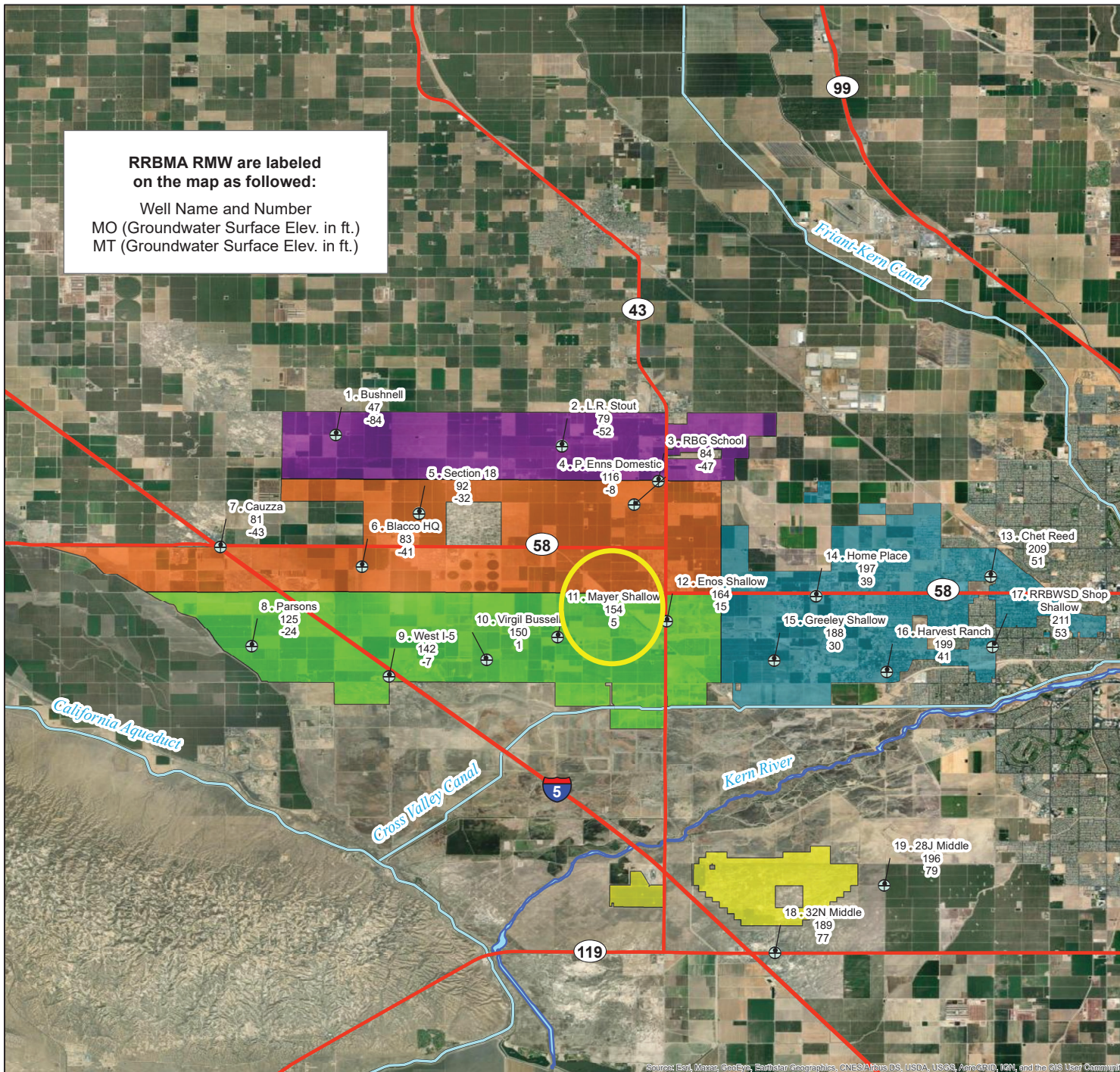
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



# Rosedale-Rio Bravo Water Storage District - 35H RRBWSD Shop - 353620N1191457W002



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

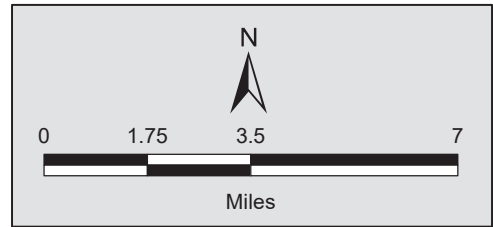


**Legend**

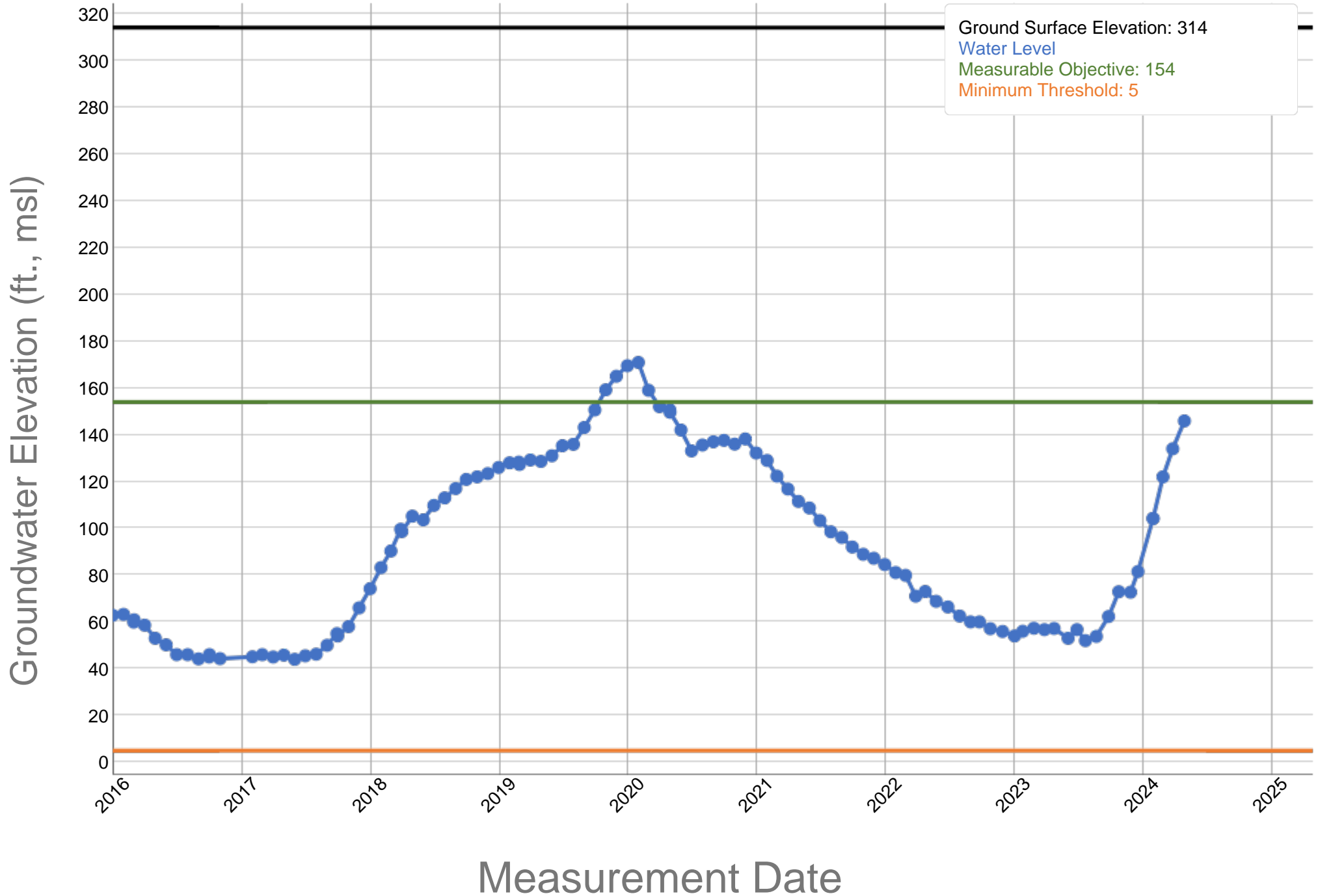
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RRBWSD Shop Shallow

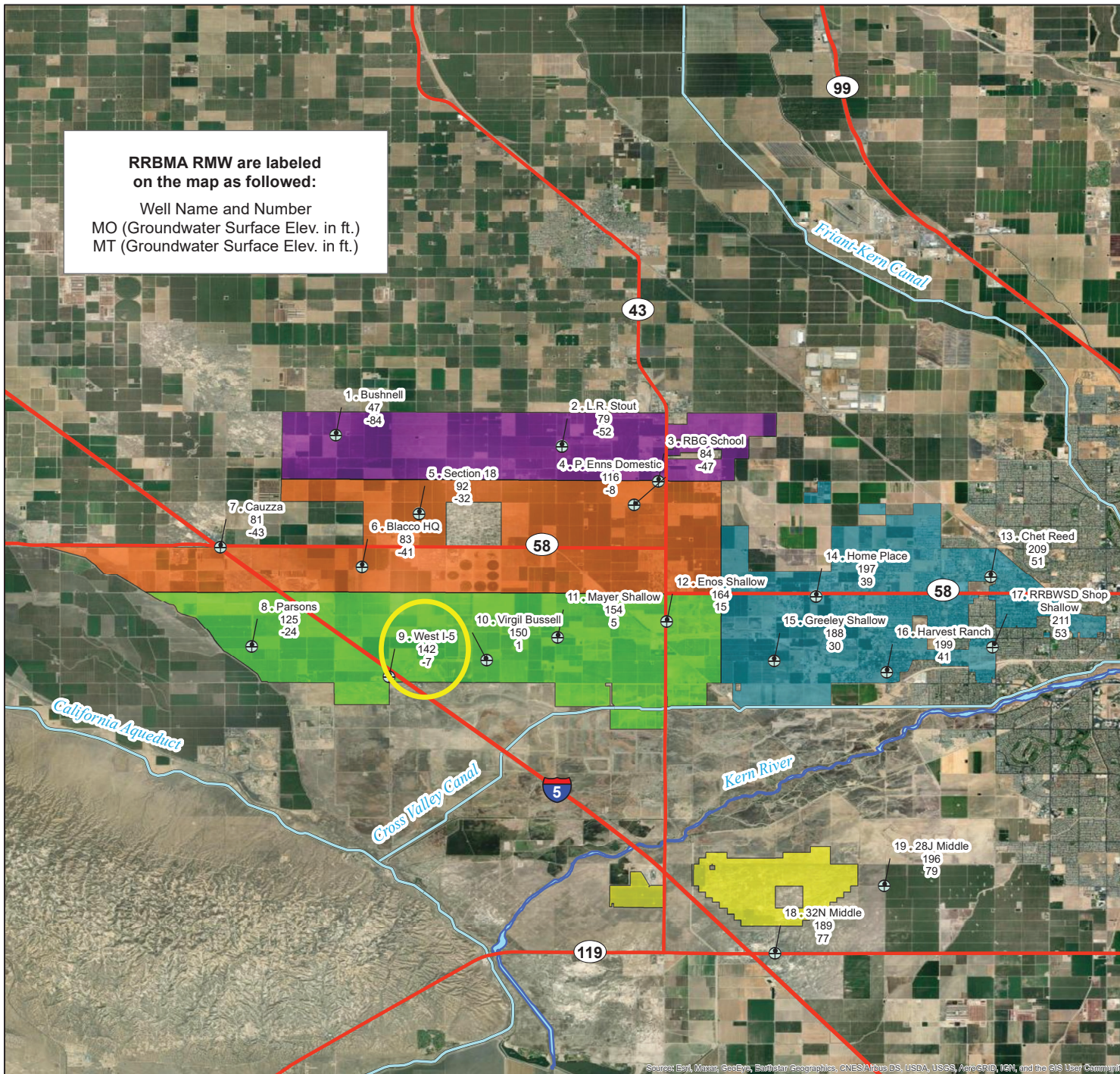
RMW = Representative Monitoring Well  
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# Rosedale-Rio Bravo Water Storage District - 27N Mayer - 353699N1192856W002



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

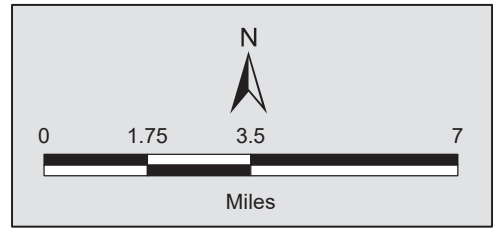


**Legend**

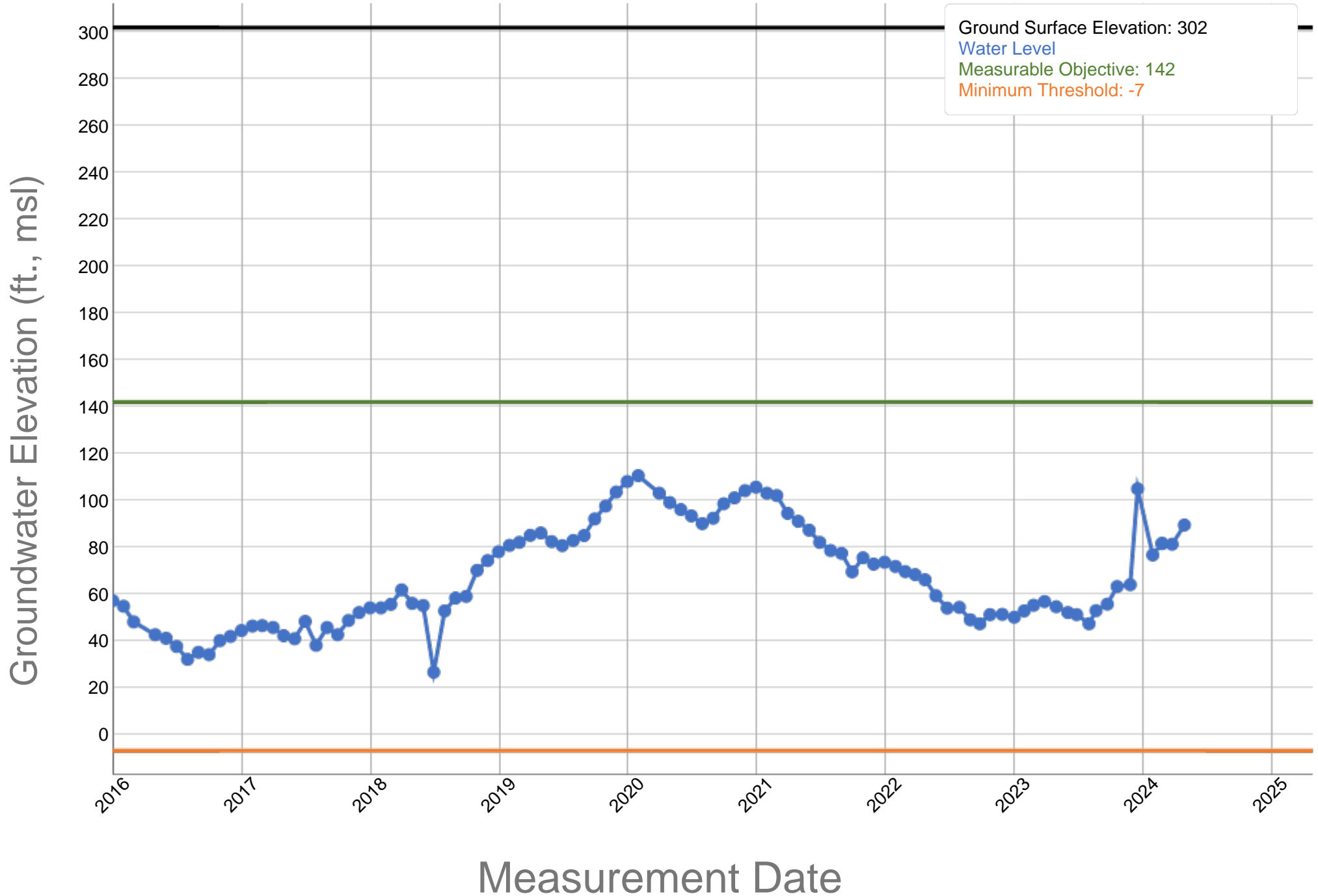
- ⊕ RRBMA RMW (Water Level)
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- Major Conveyance Facilities
- Kern River
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RRBWSD Shop Shallow

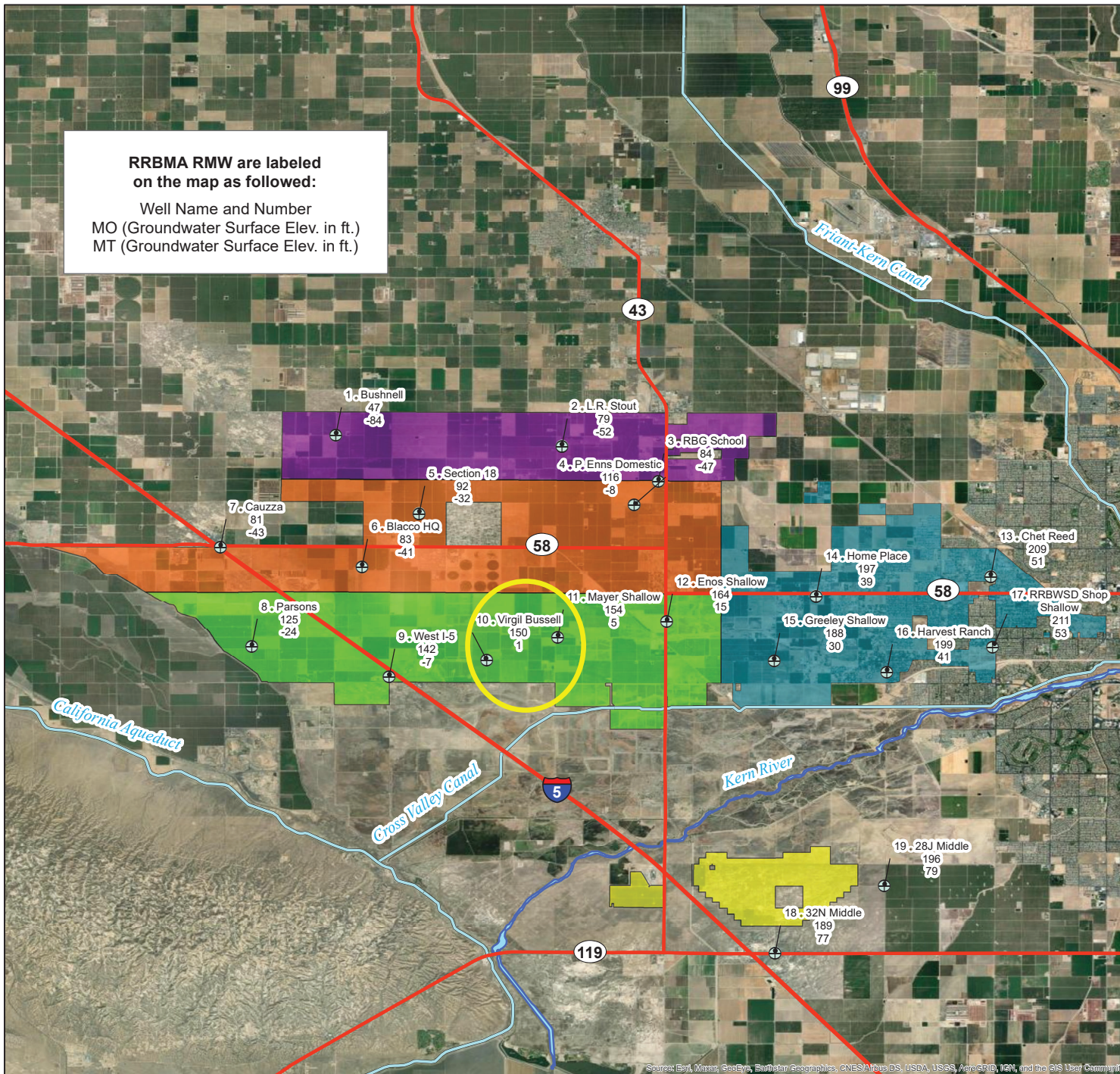
RRM = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - West I-5 - 353564N1193412W001



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

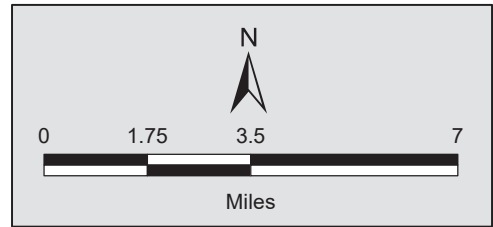


**Legend**

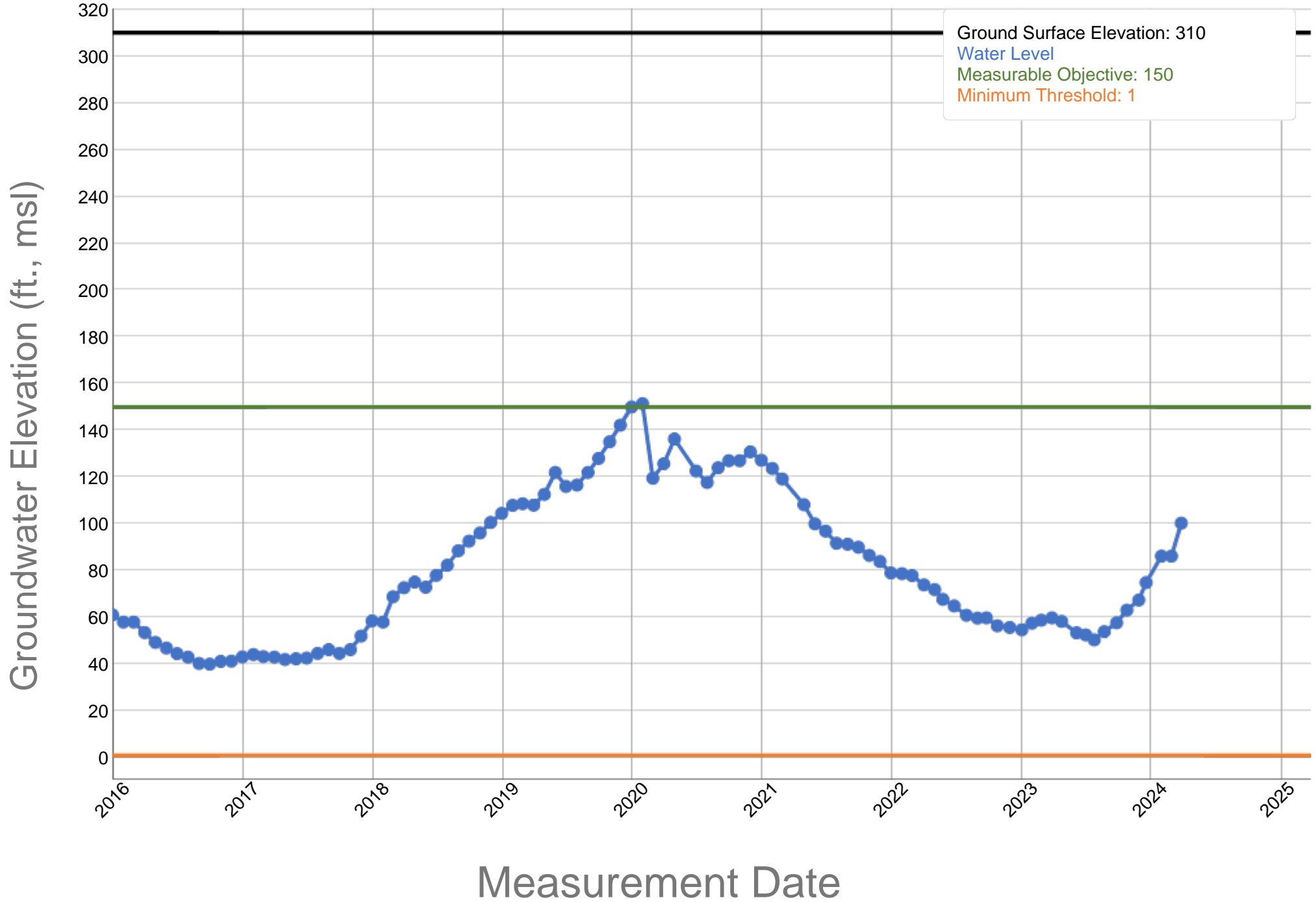
- ⊕ RRBMA RMW (Water Level)
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- Major Conveyance Facilities
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RRBWSD Shop Shallow

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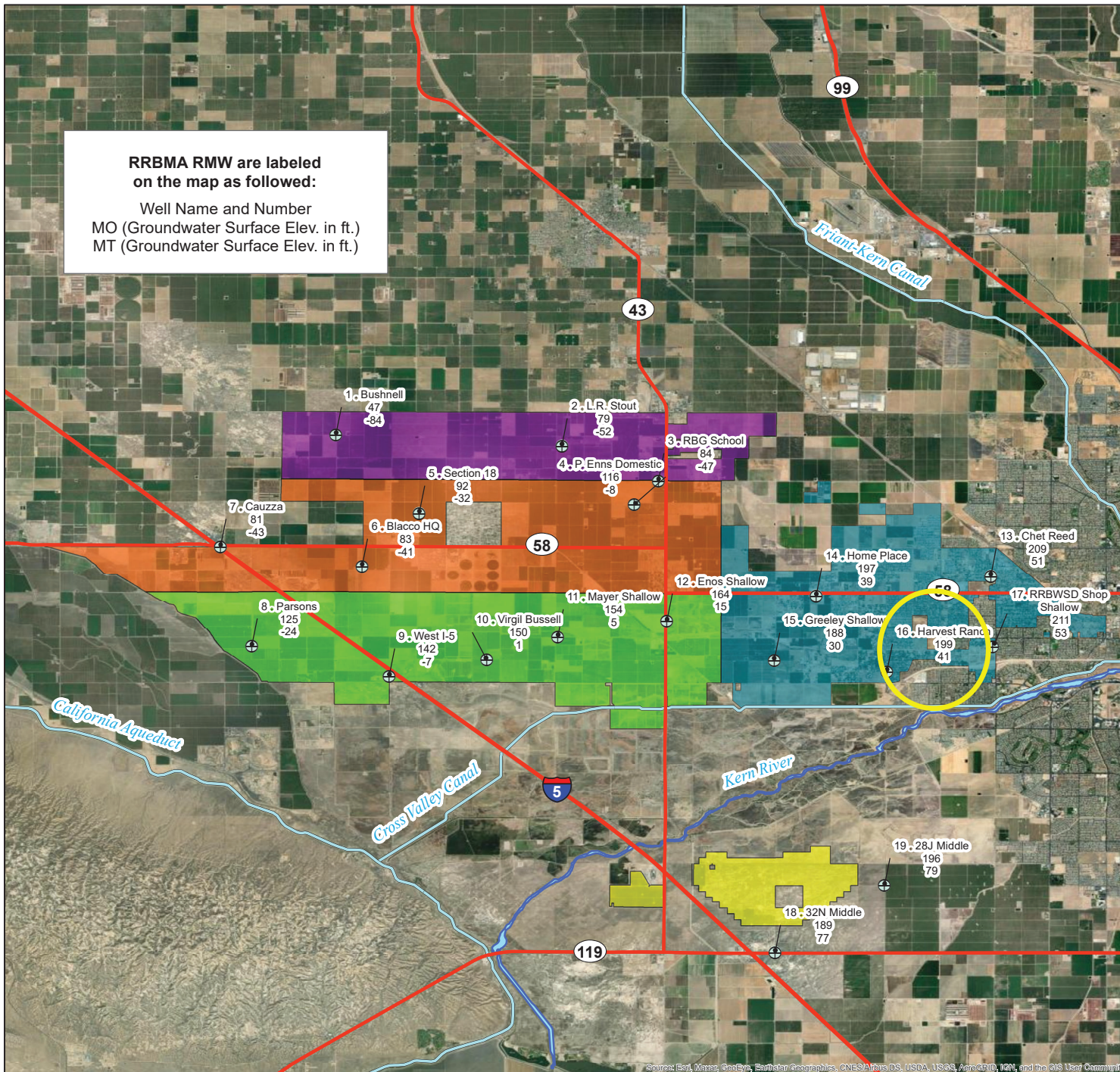


# Rosedale-Rio Bravo Water Storage District - Virgil Bussell - 353619N1193099W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

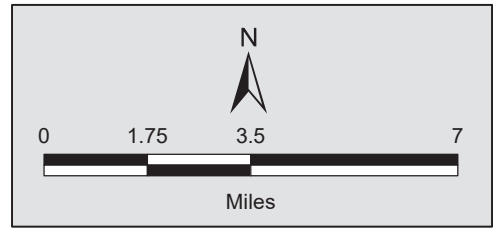


**Legend**

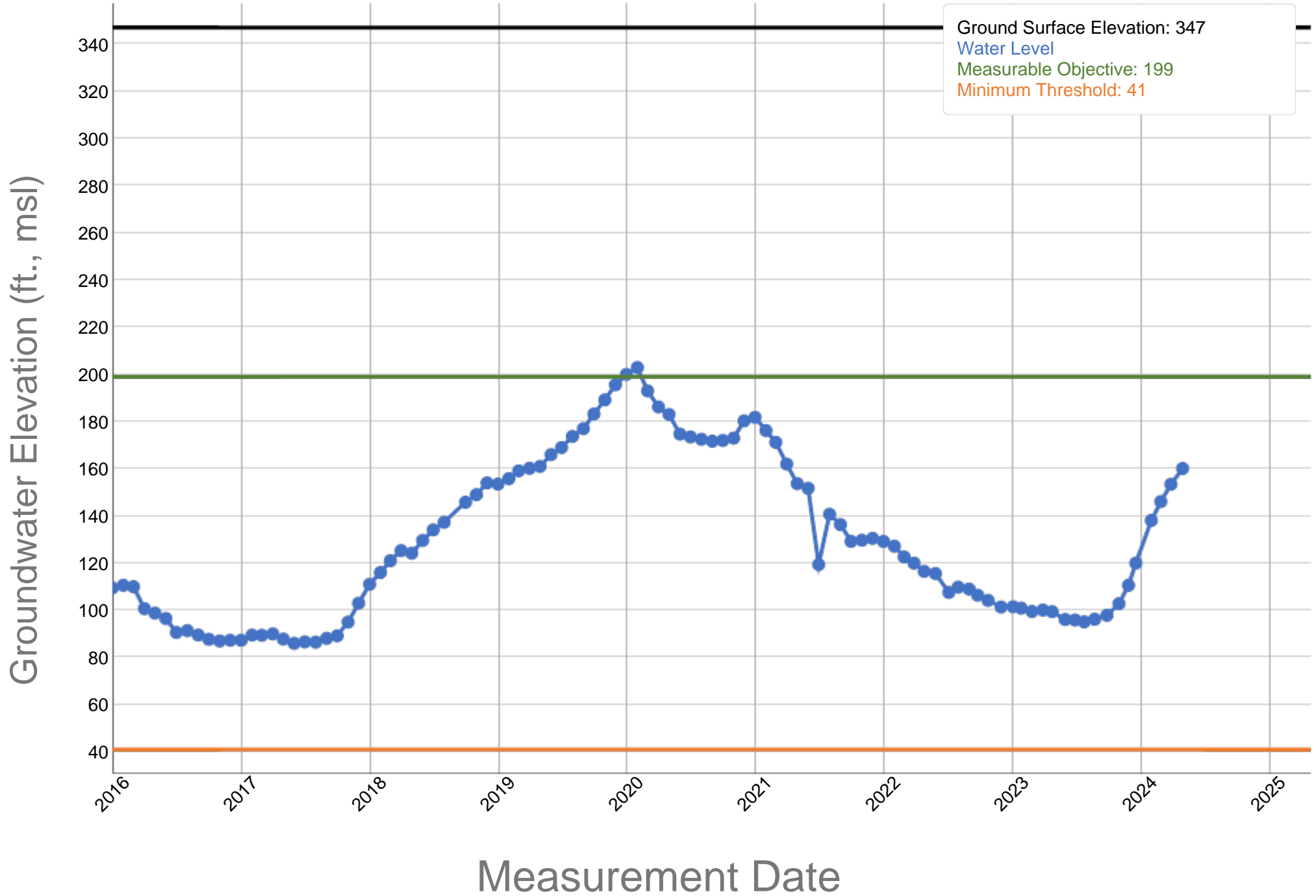
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

RRBWSD Shop Shallow

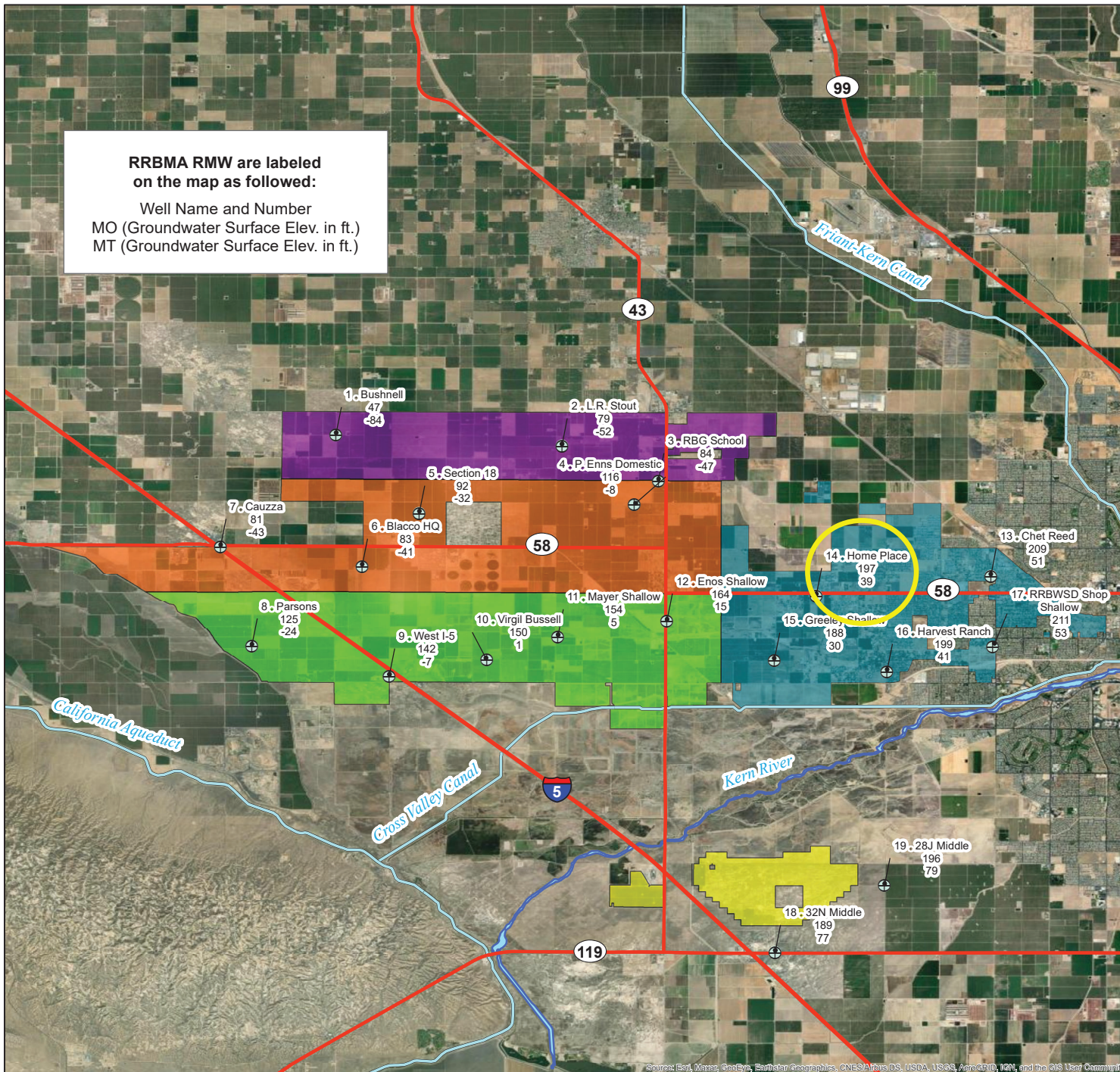
RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - Harvest Ranch - 353634N1191766W001



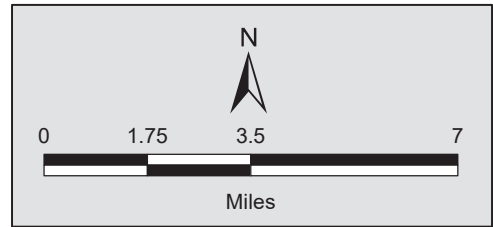
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



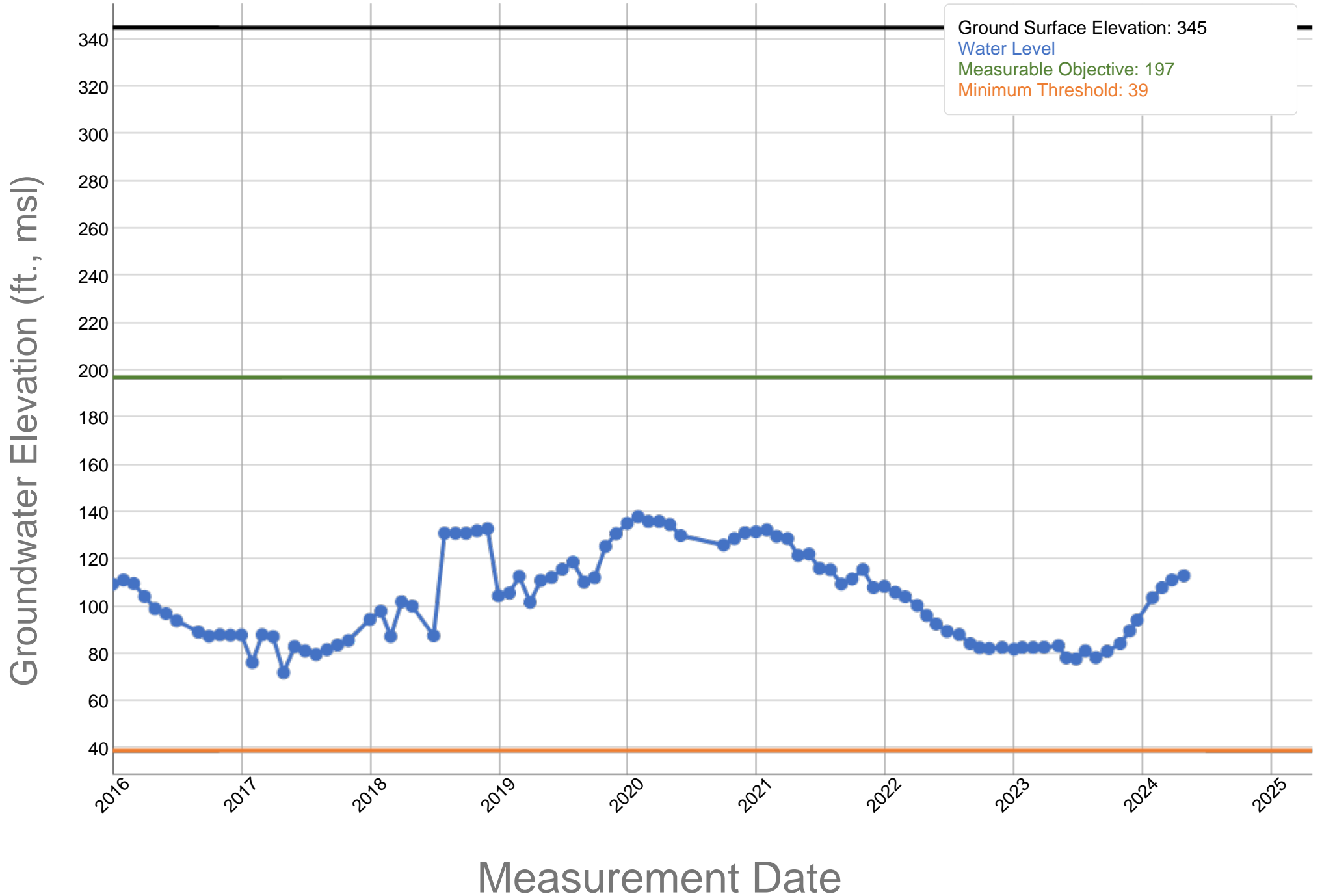
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

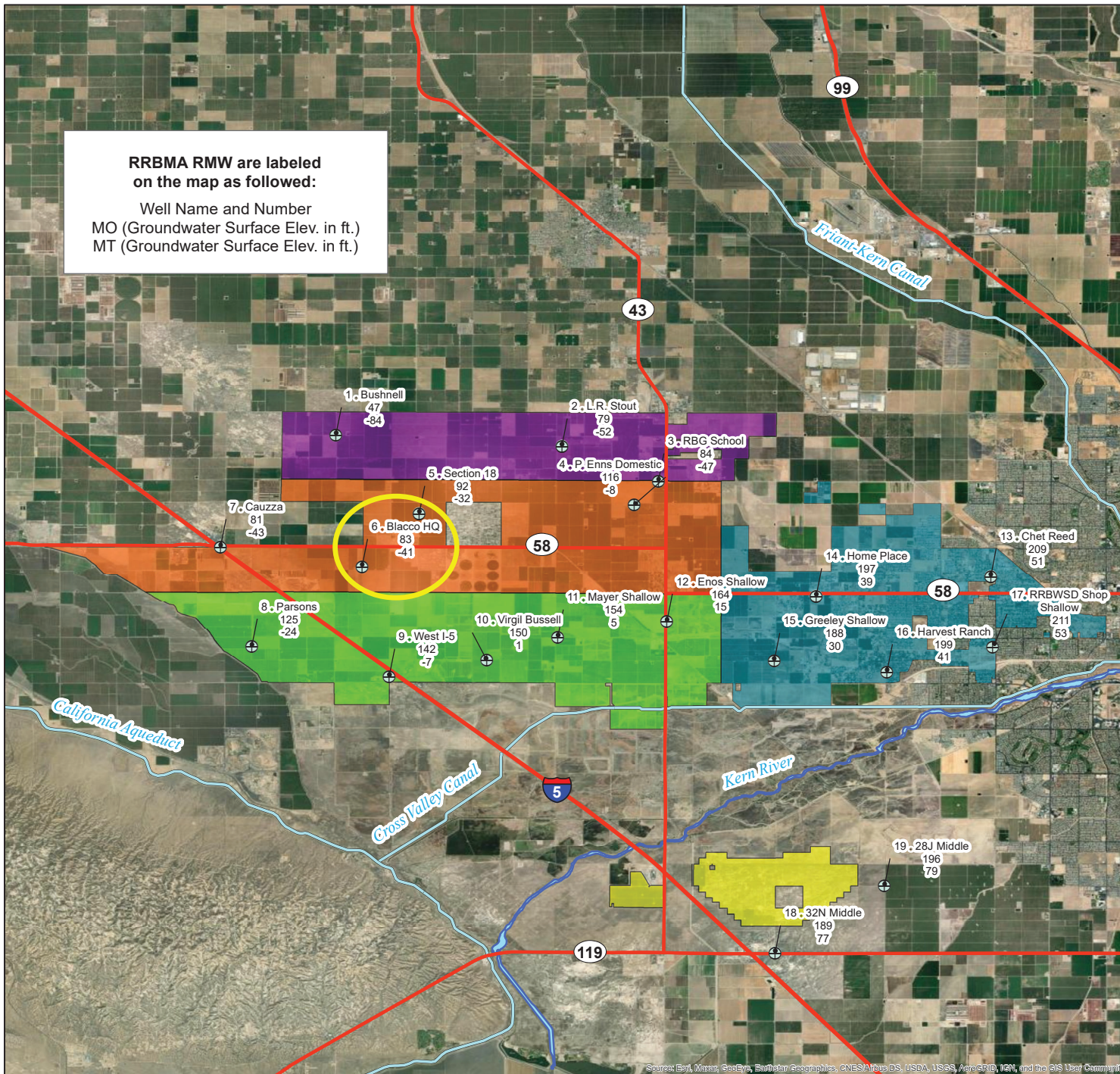
RRMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - Home Place - 353824N1192035W001



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

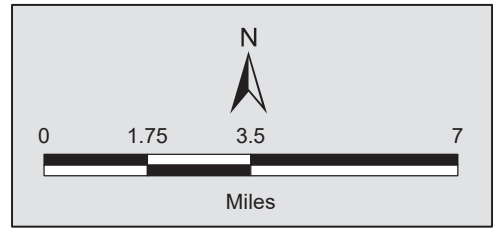


**Legend**

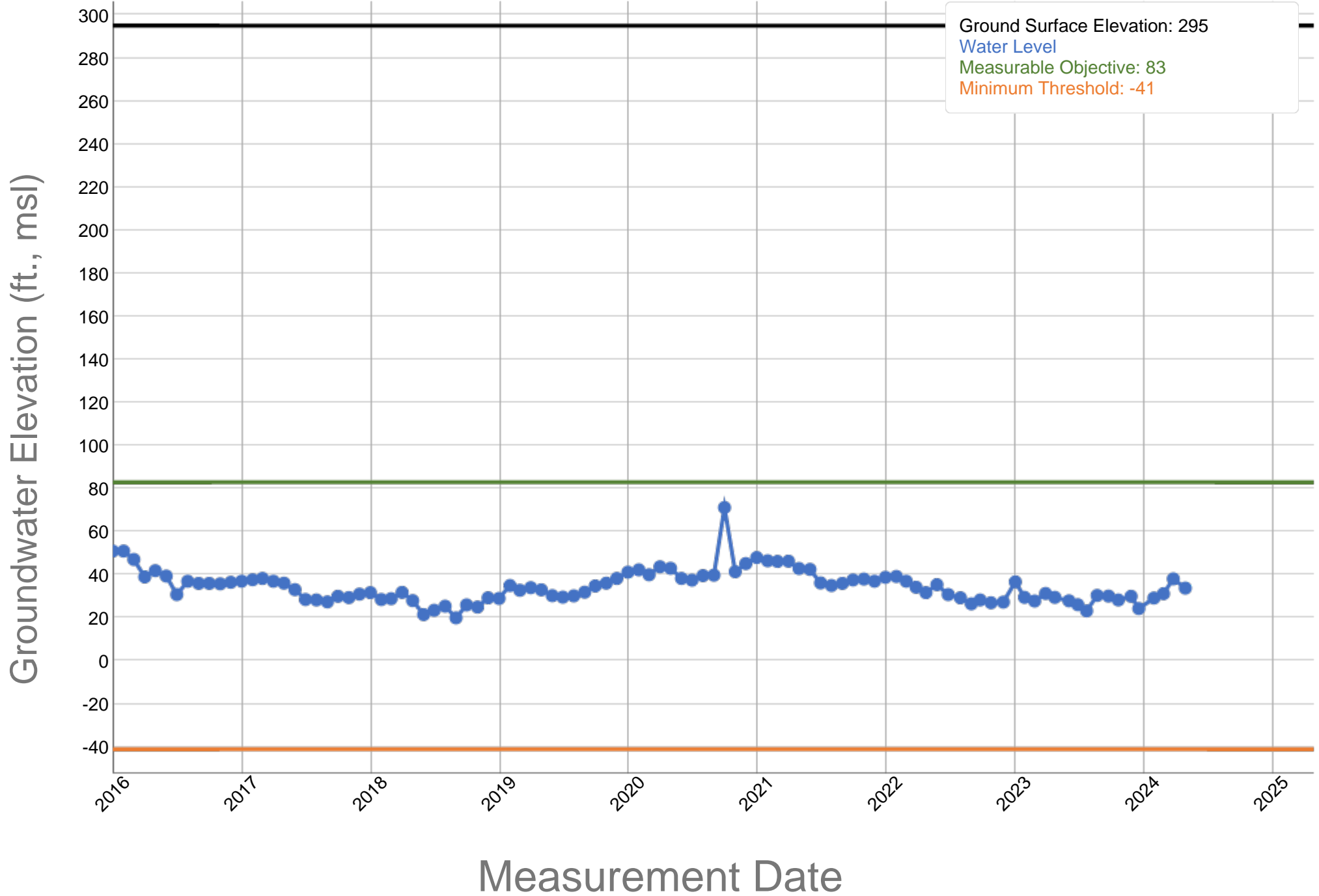
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

RRBWSD Shop Shallow

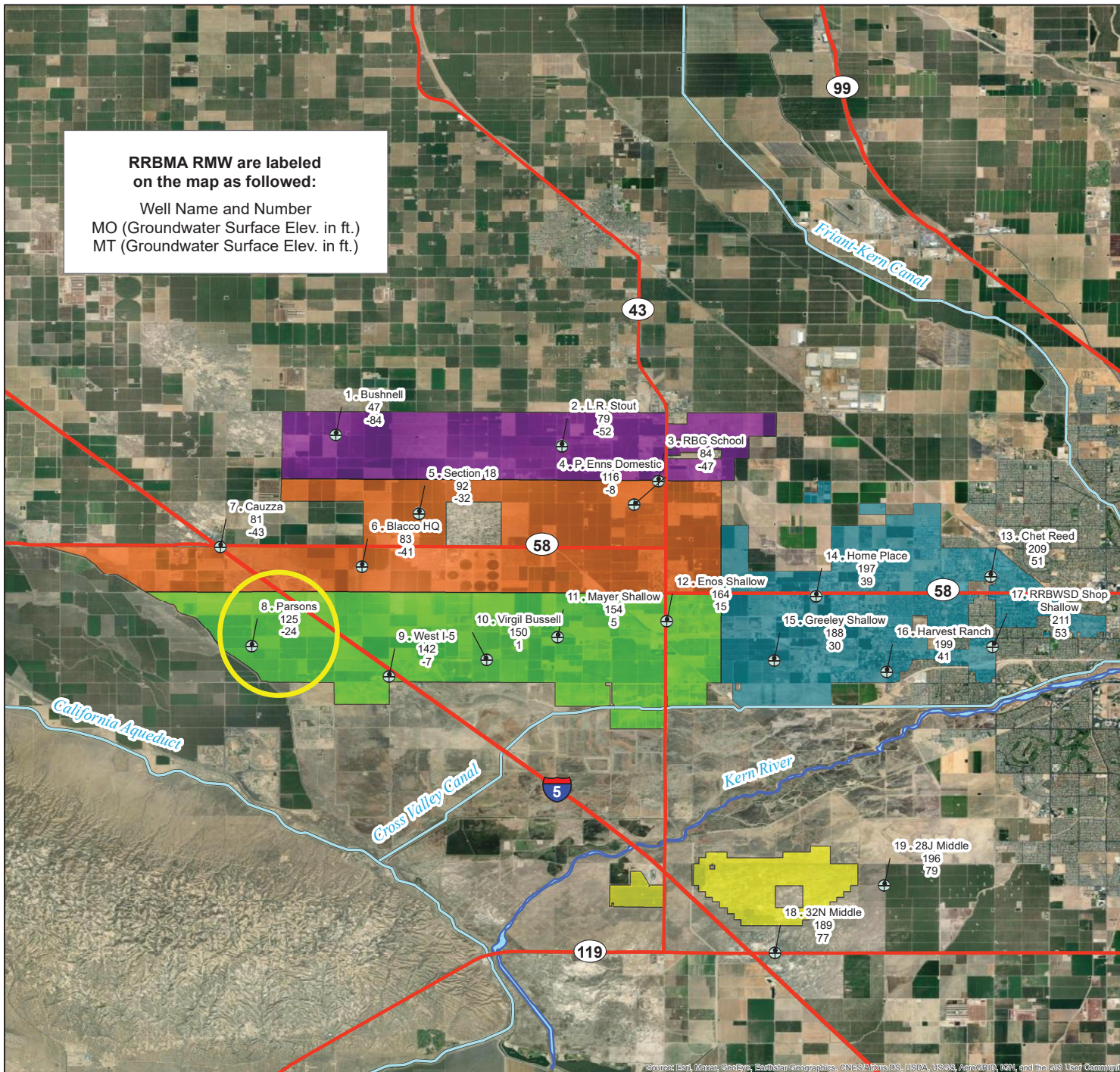
RRM = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - Blacco HQ - 353915N1193454W001



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

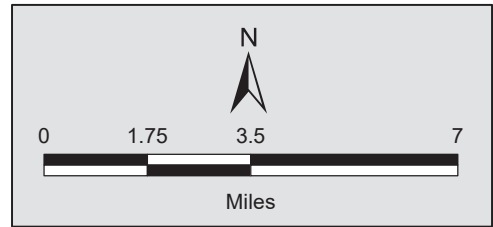


**Legend**

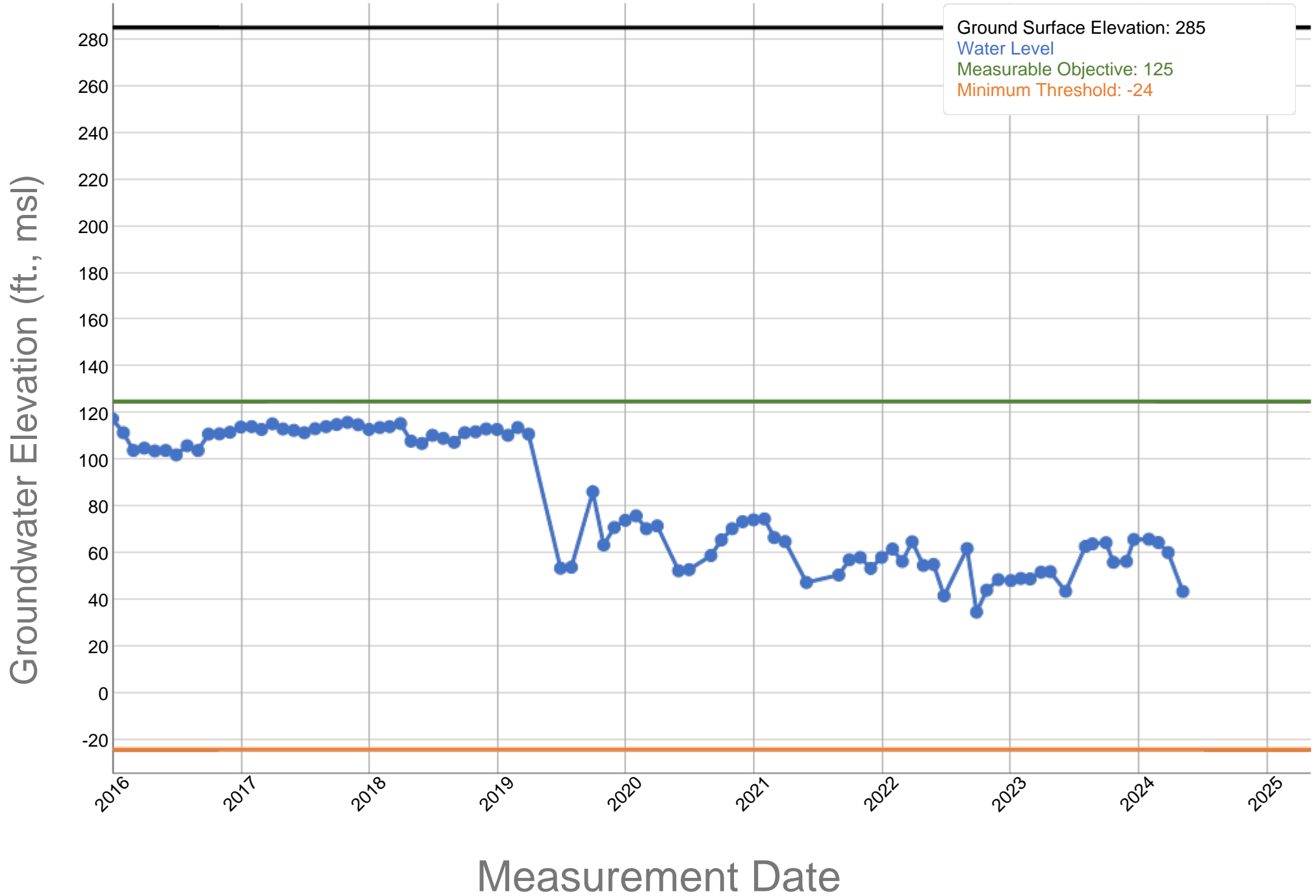
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

RRBWSD Shop Shallow

RRM = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold

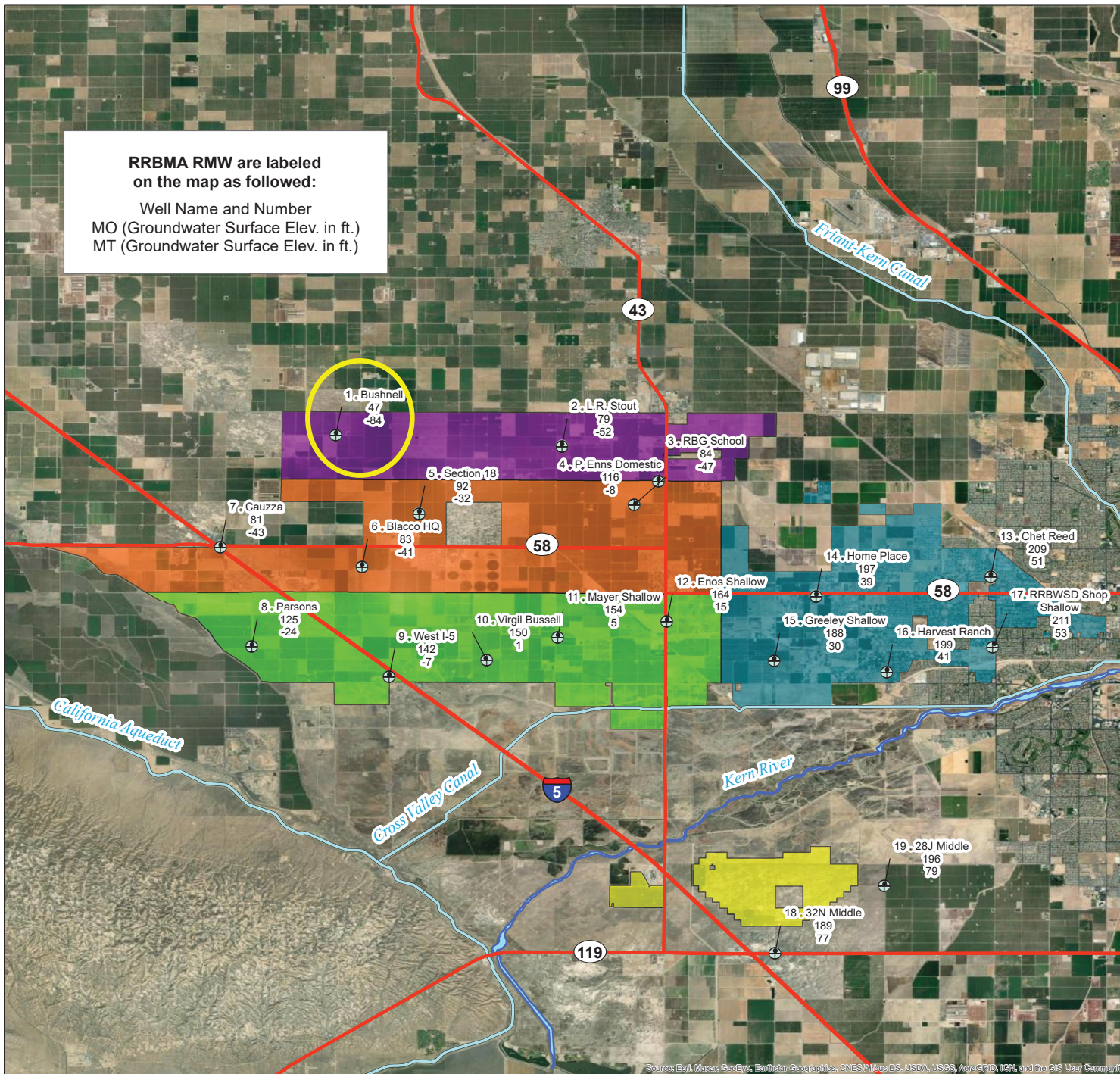


# Rosedale-Rio Bravo Water Storage District - Parsons - 353663N1193859W001





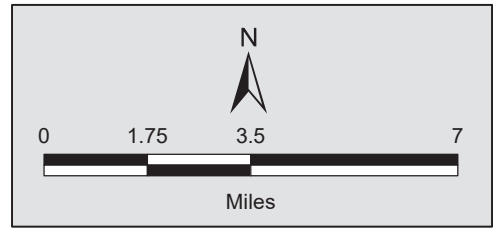
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



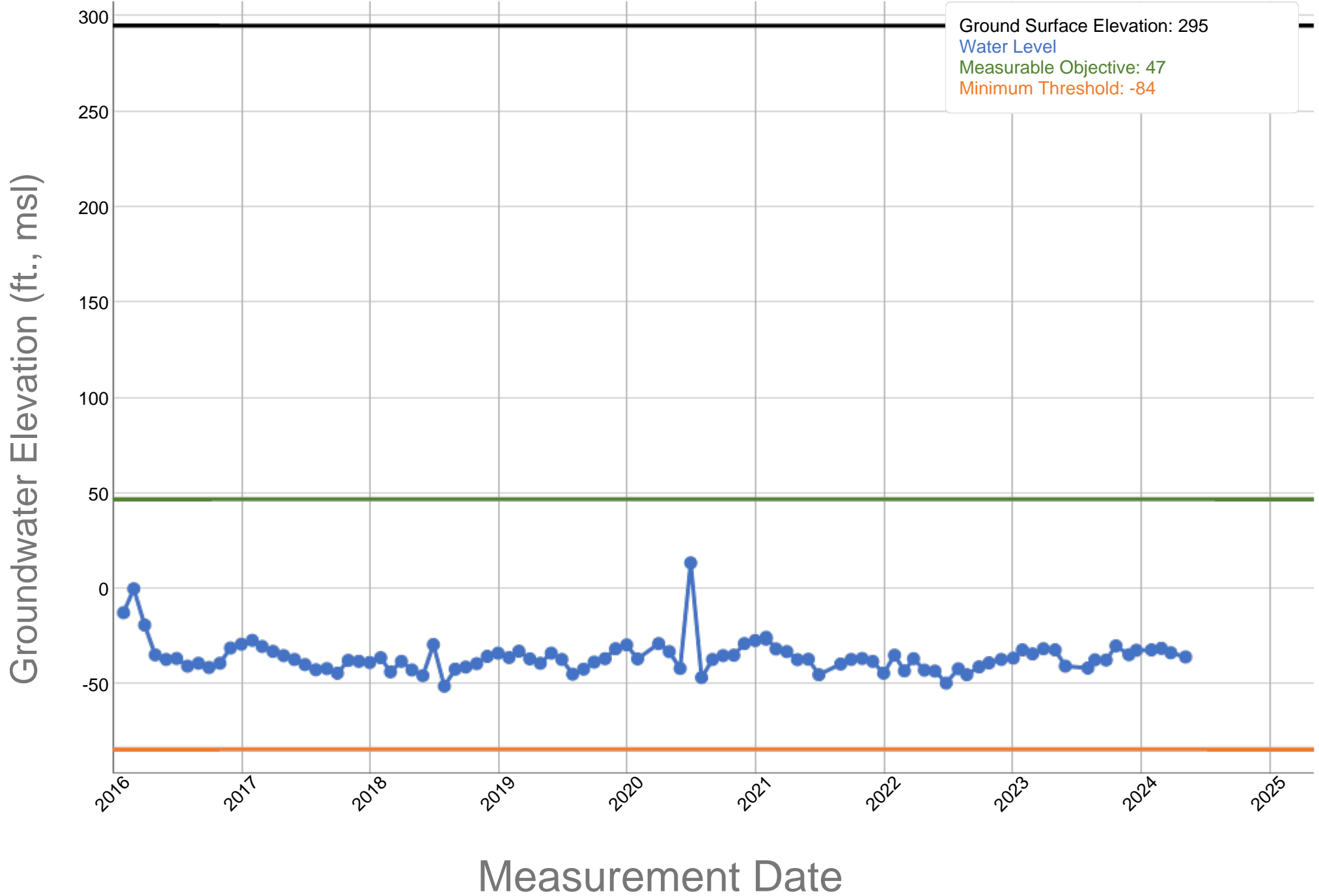
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

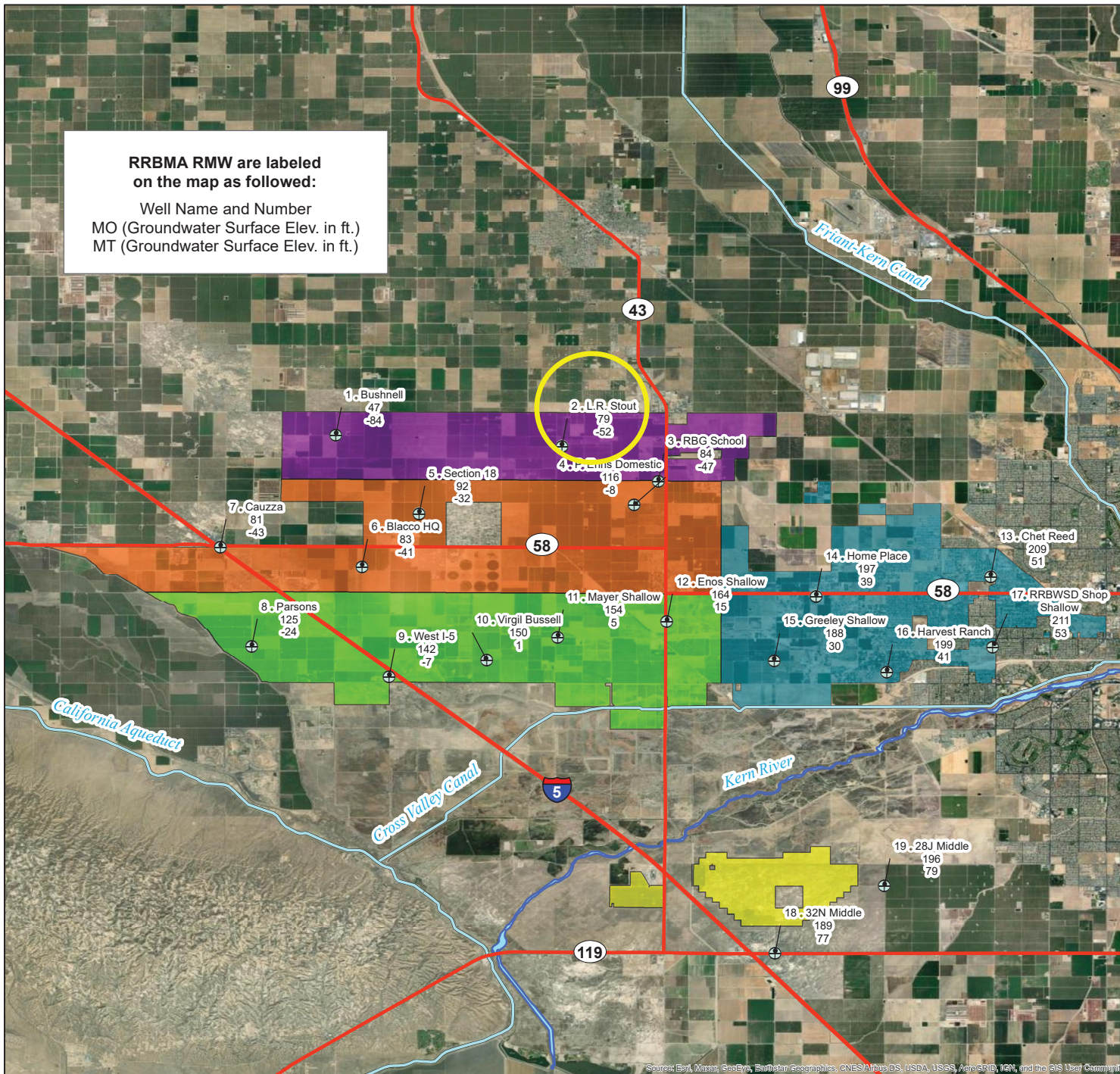
RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - Bushnell - 354350N1193586W001



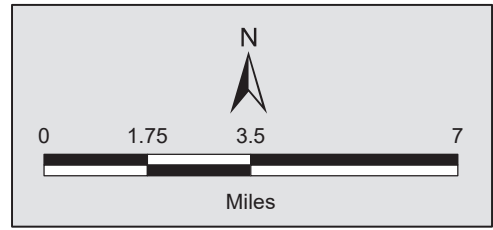
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



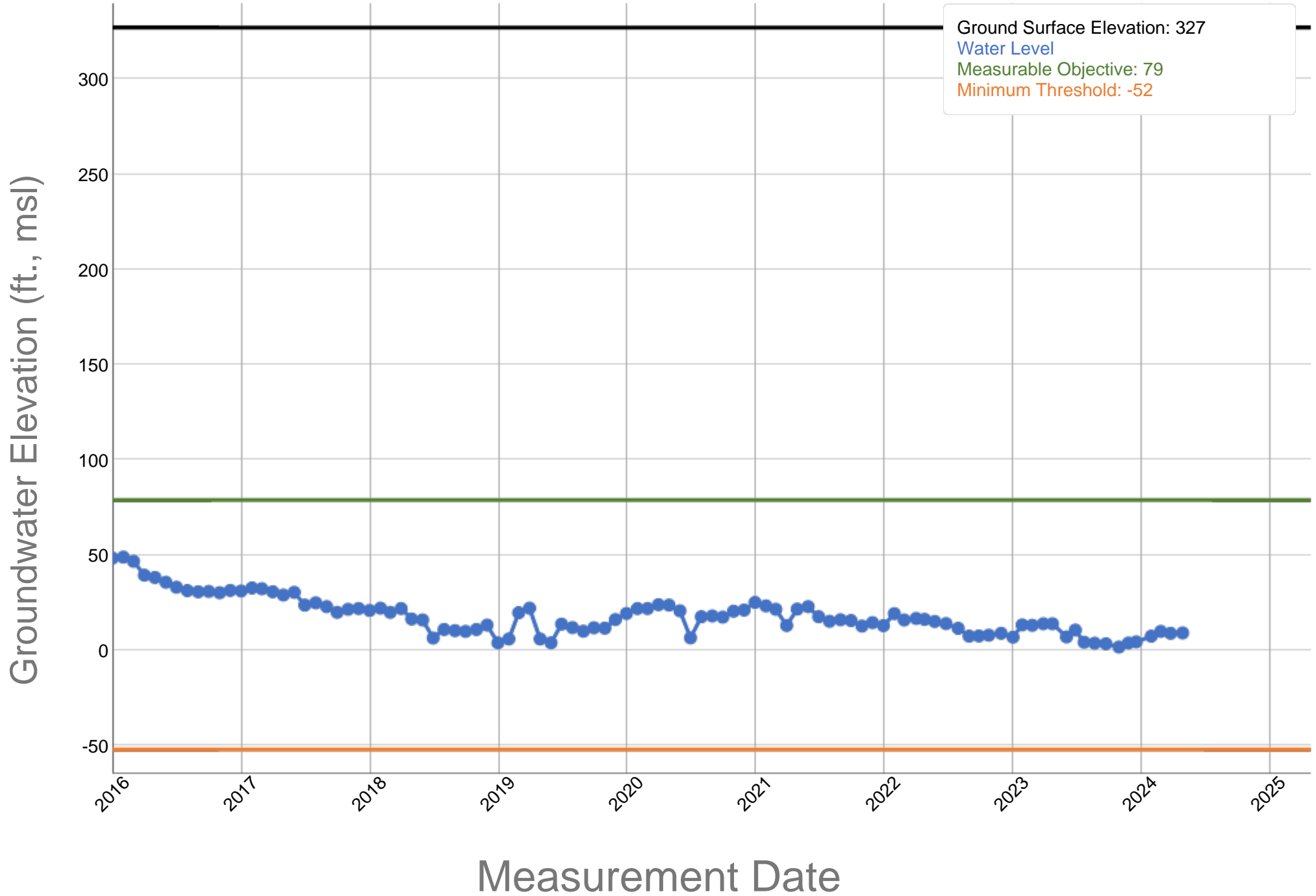
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

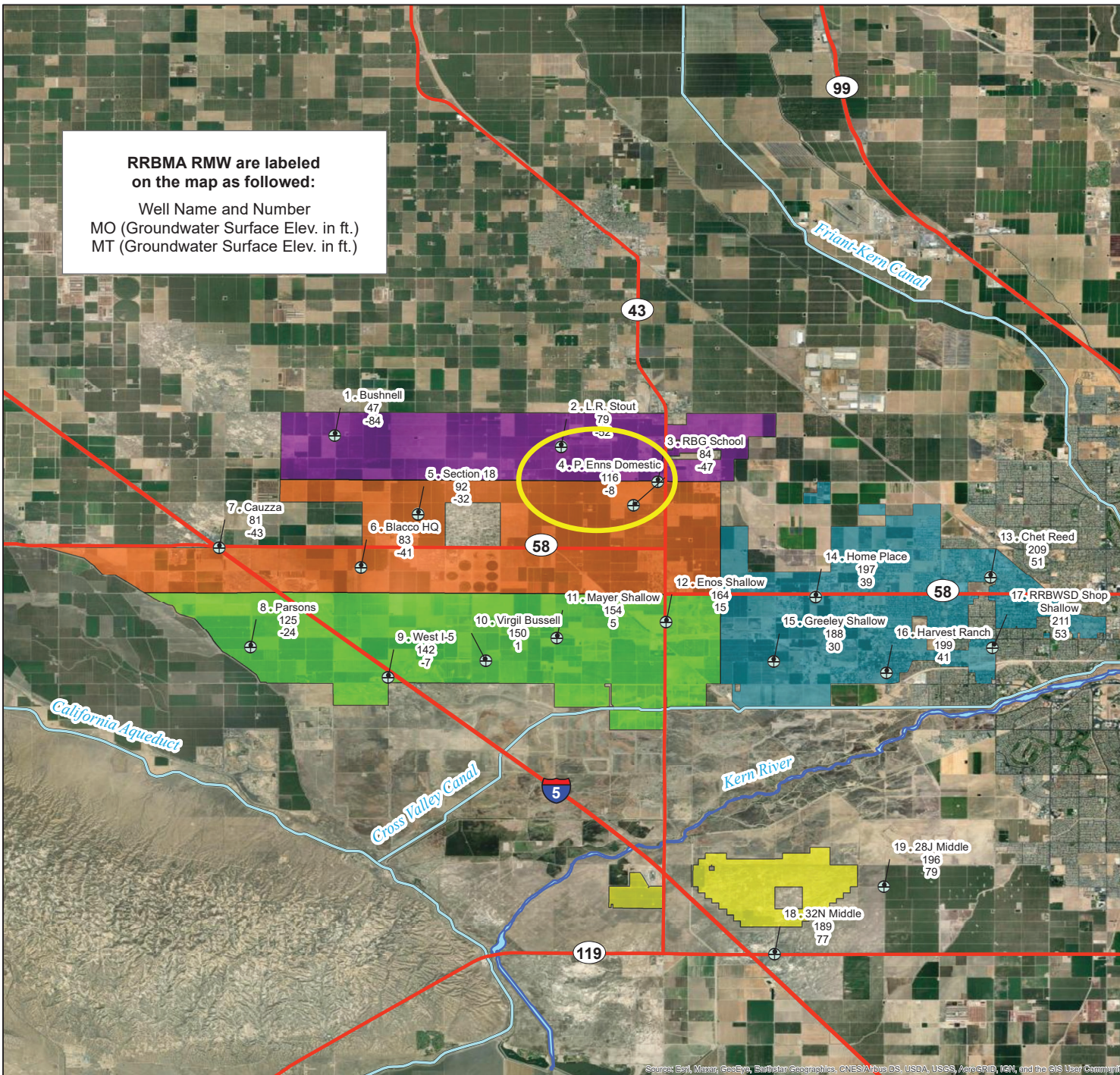
RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - L.R. Stout - 354309N1192859W001



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



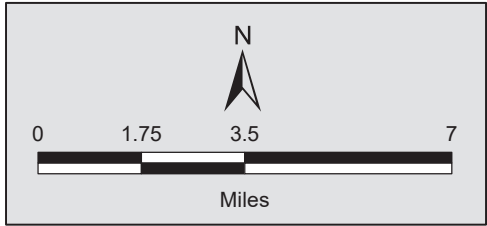
**RRBMA RMW are labeled on the map as followed:**

Well Name and Number  
 MO (Groundwater Surface Elev. in ft.)  
 MT (Groundwater Surface Elev. in ft.)

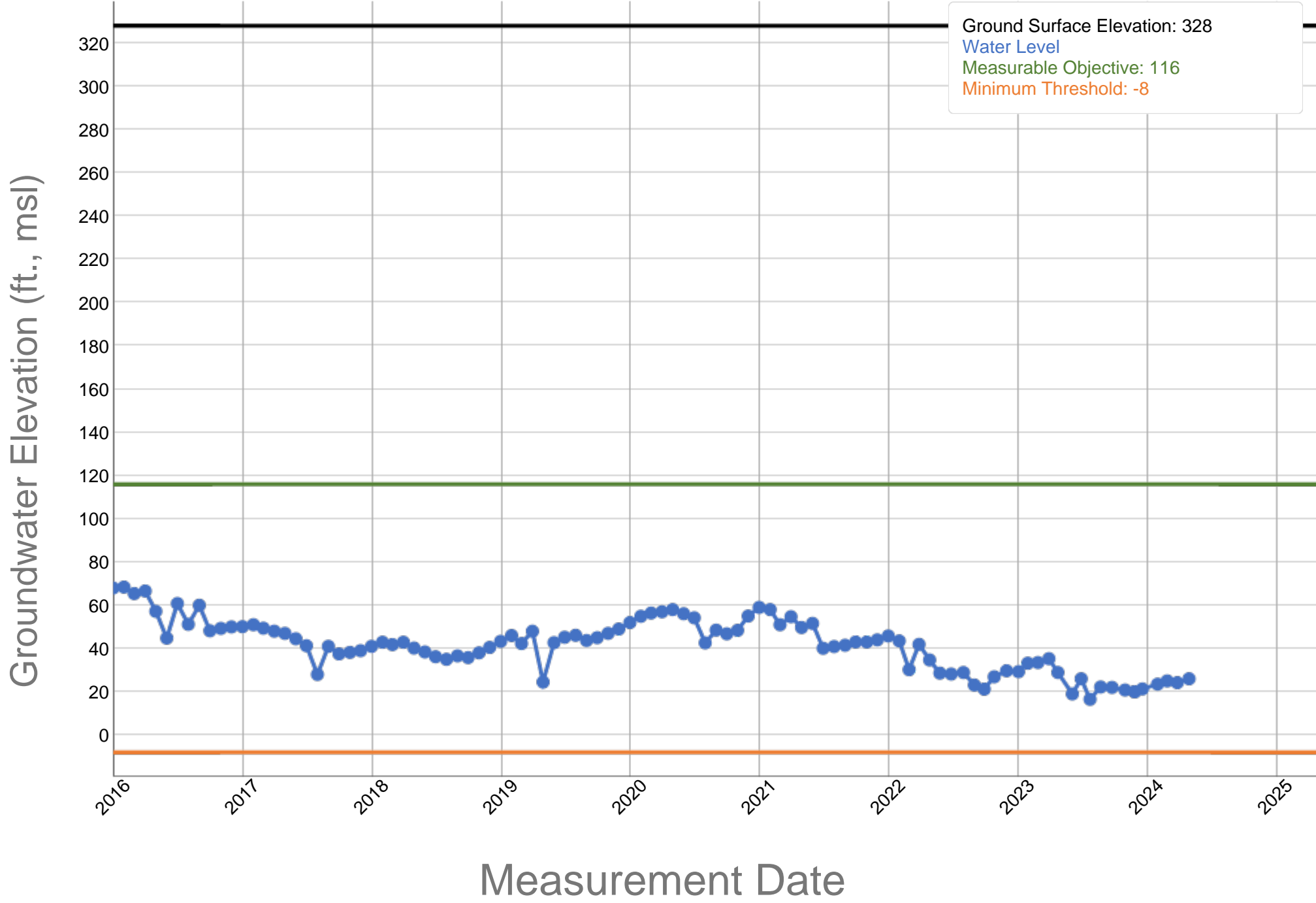
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

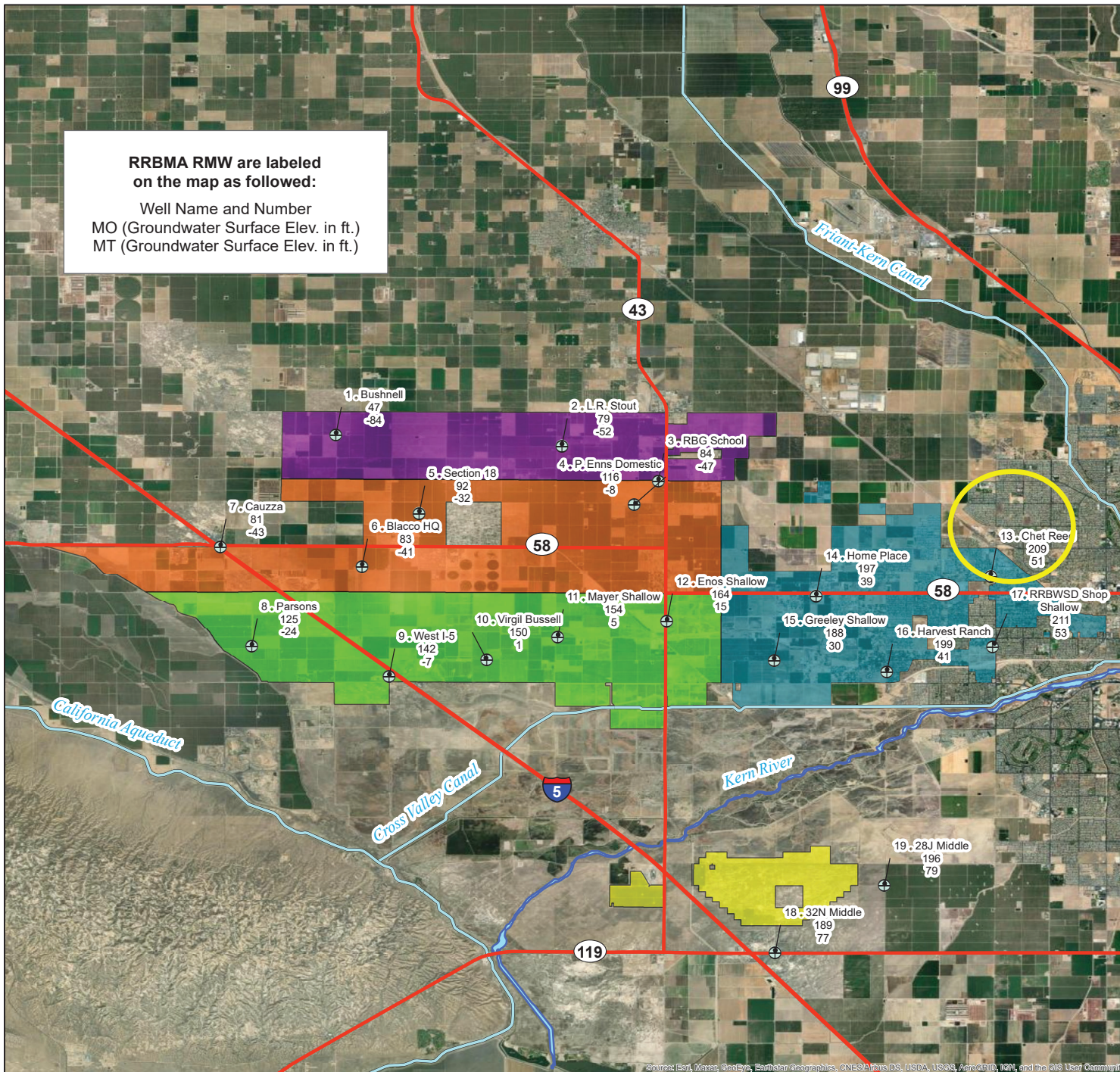
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



# Rosedale-Rio Bravo Water Storage District - P. Enns Domestic - 354121N1192623W001



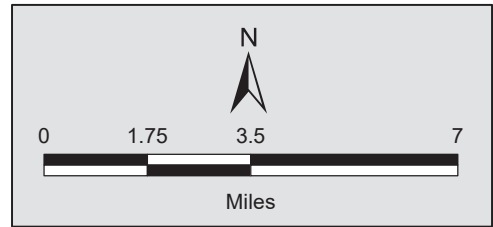
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



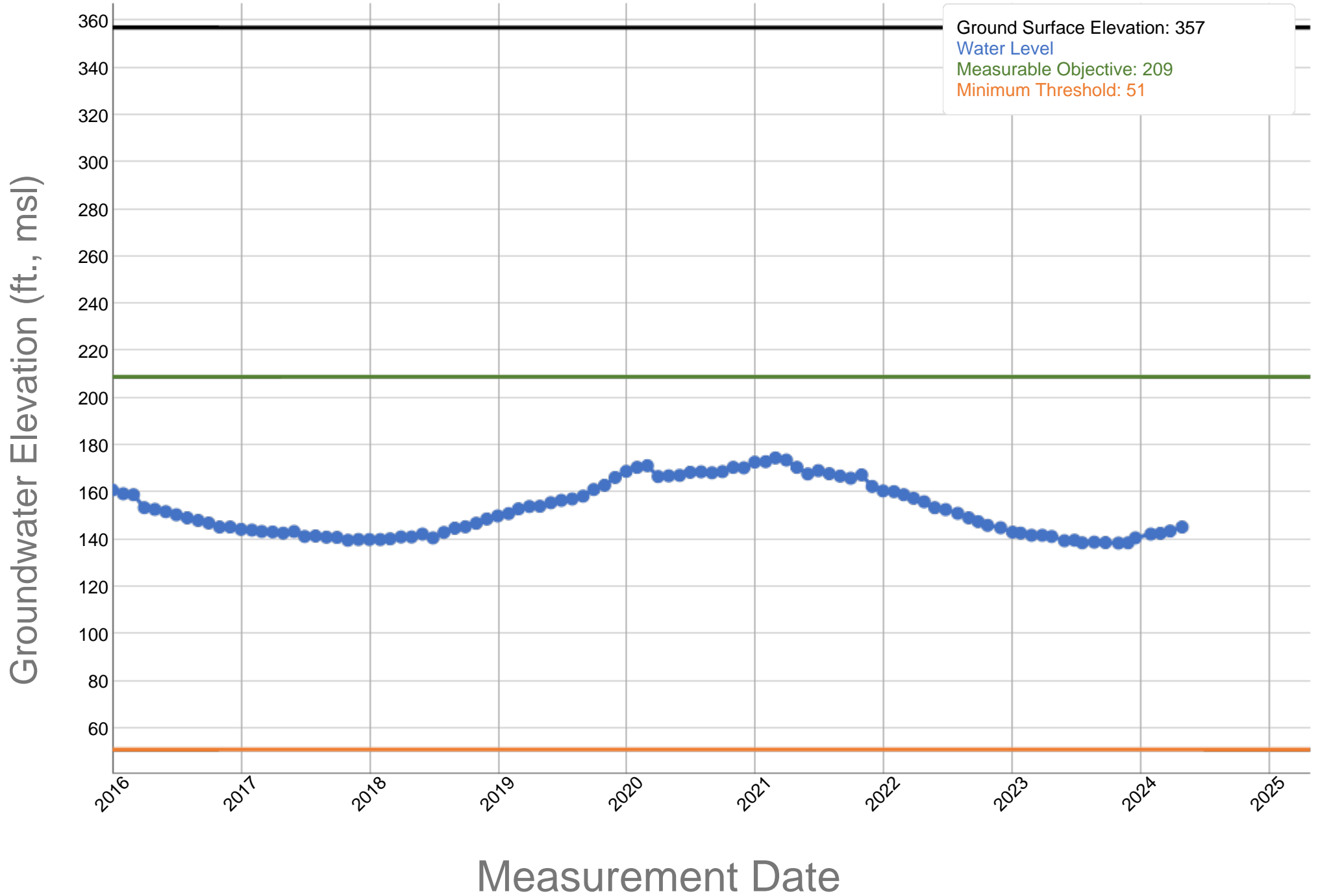
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
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- North Monitoring Area
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- South of the River Monitoring Area

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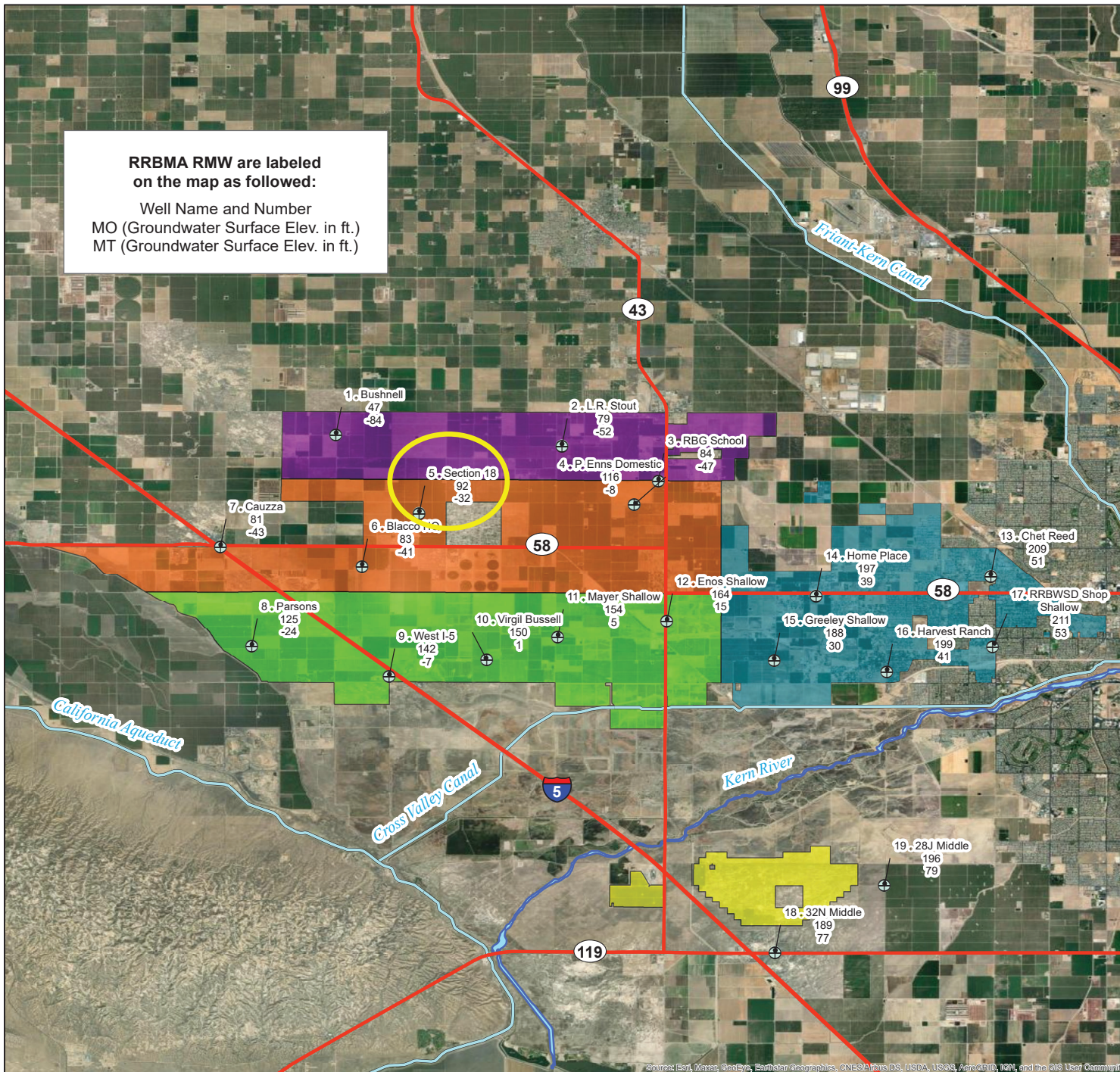


# Rosedale-Rio Bravo Water Storage District - Chet Reed - 353890N1191471W001





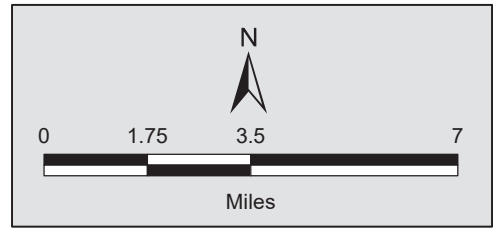
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



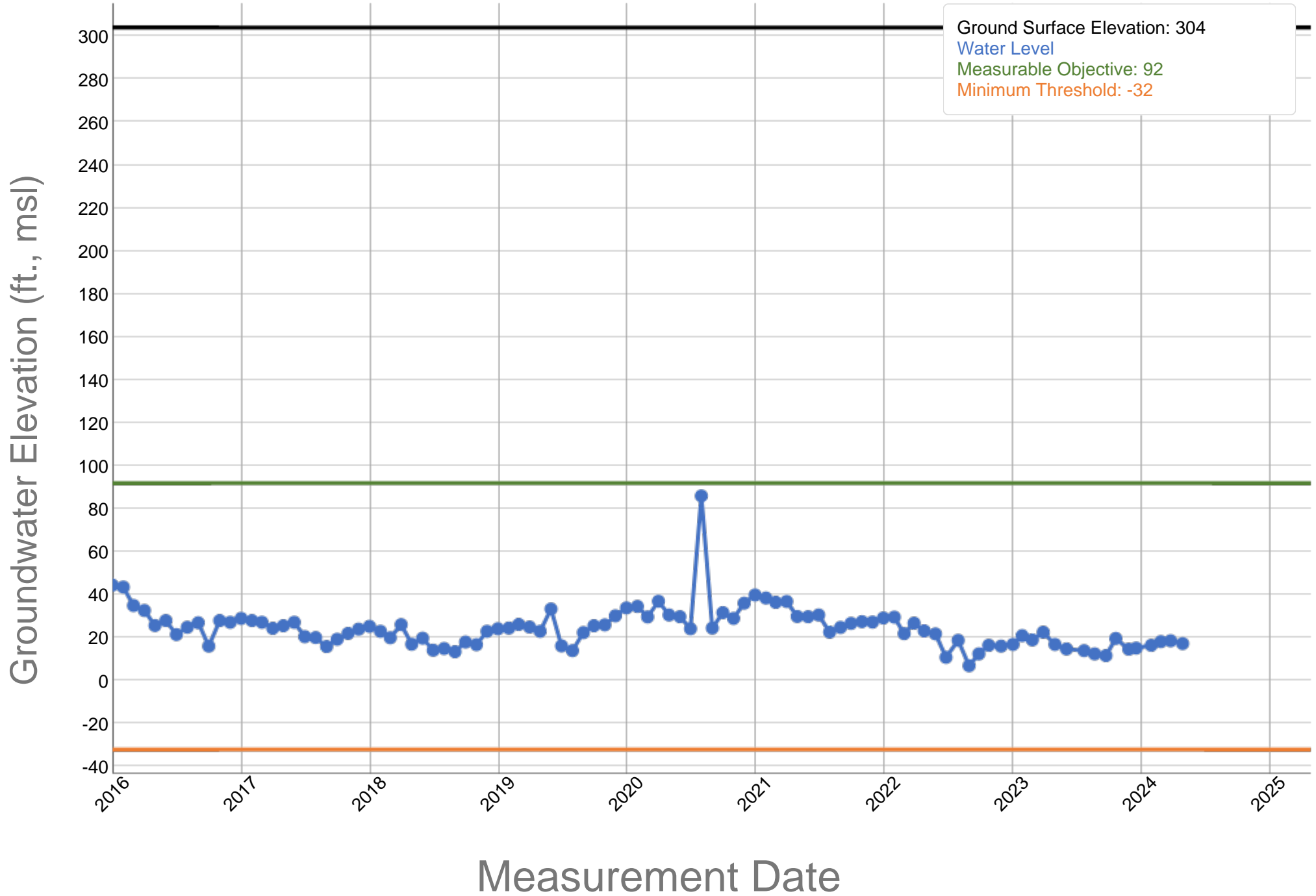
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
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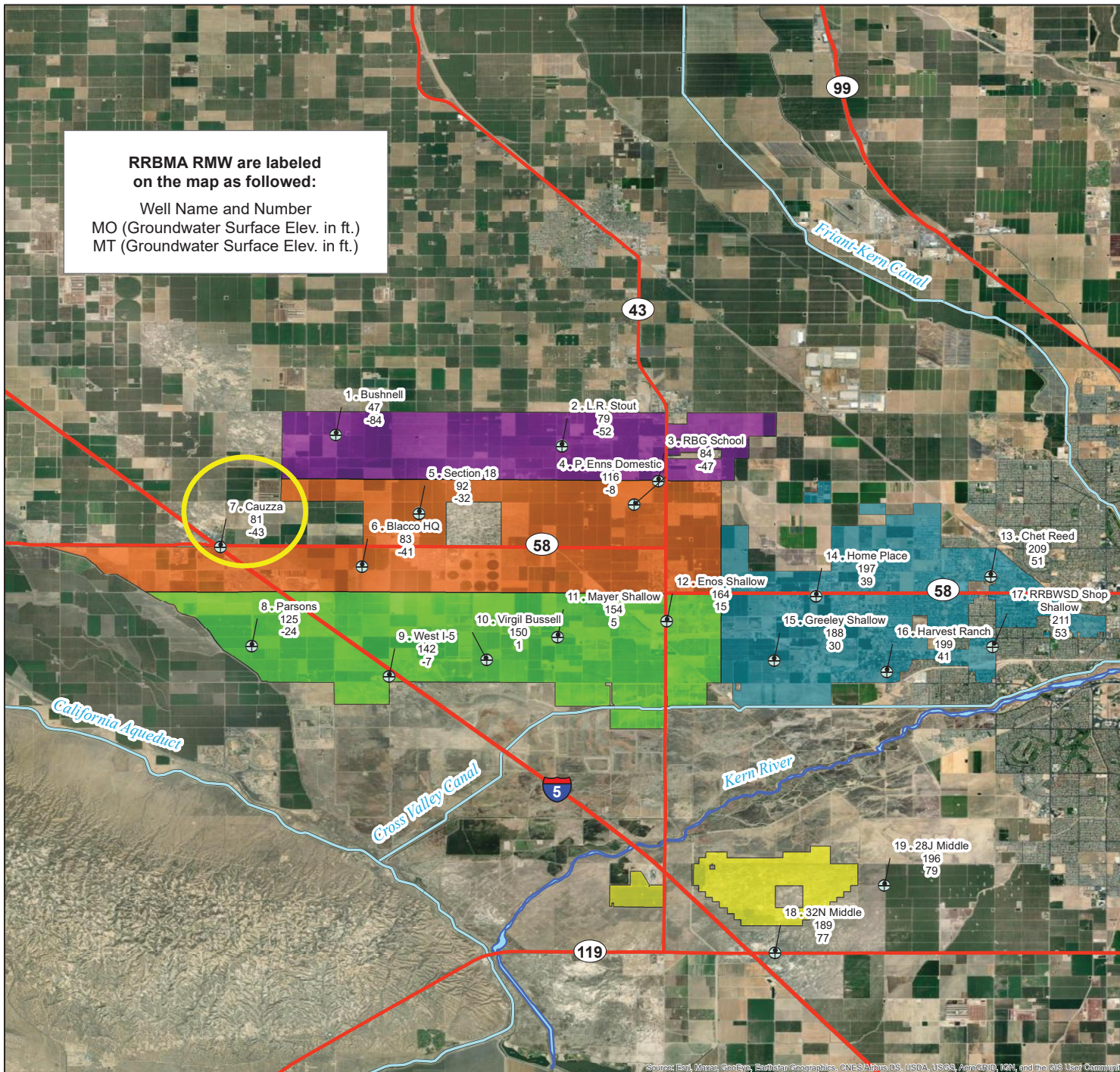
RMW = Representative Monitoring Well  
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 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - Section 18 - 354090N1193318W001



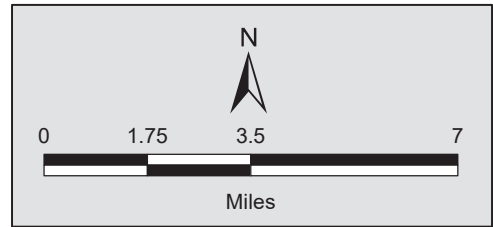
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



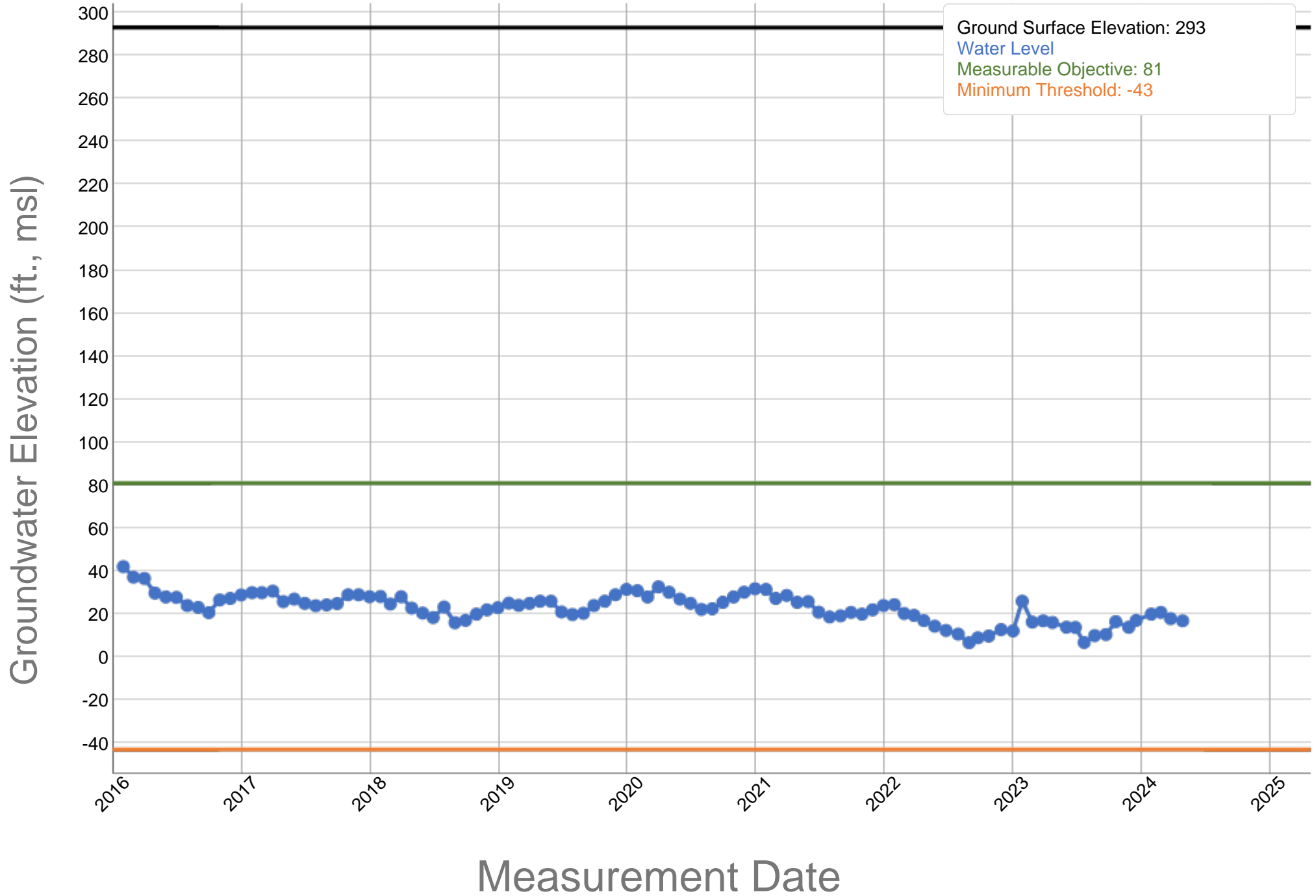
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
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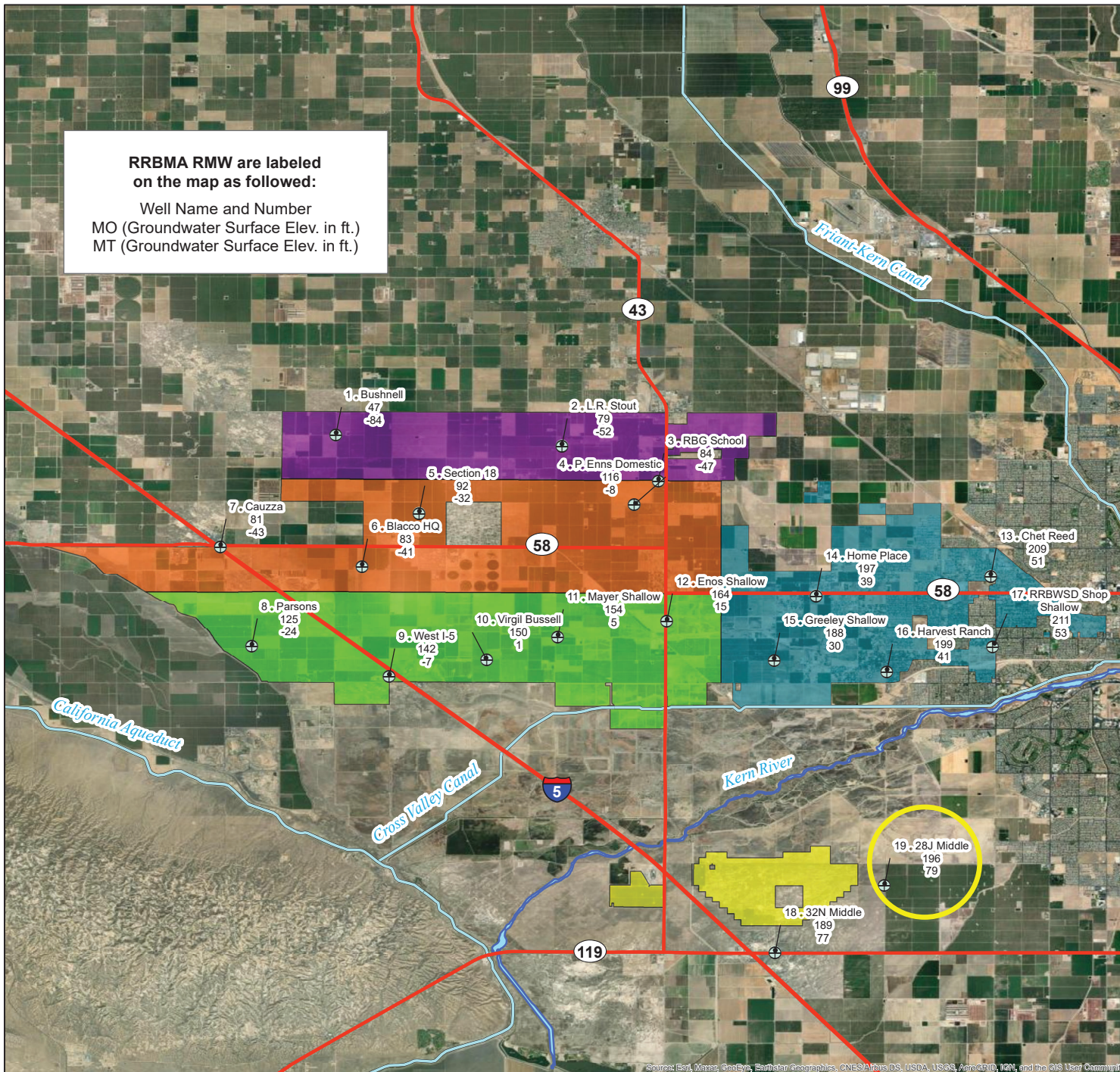
RRMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - Cauzza - 353986N1193948W001



# RRBMA Monitoring Areas - RMW Water Level MOs and MTs

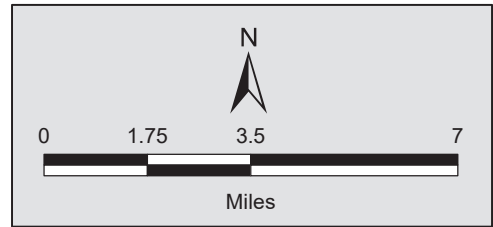


**Legend**

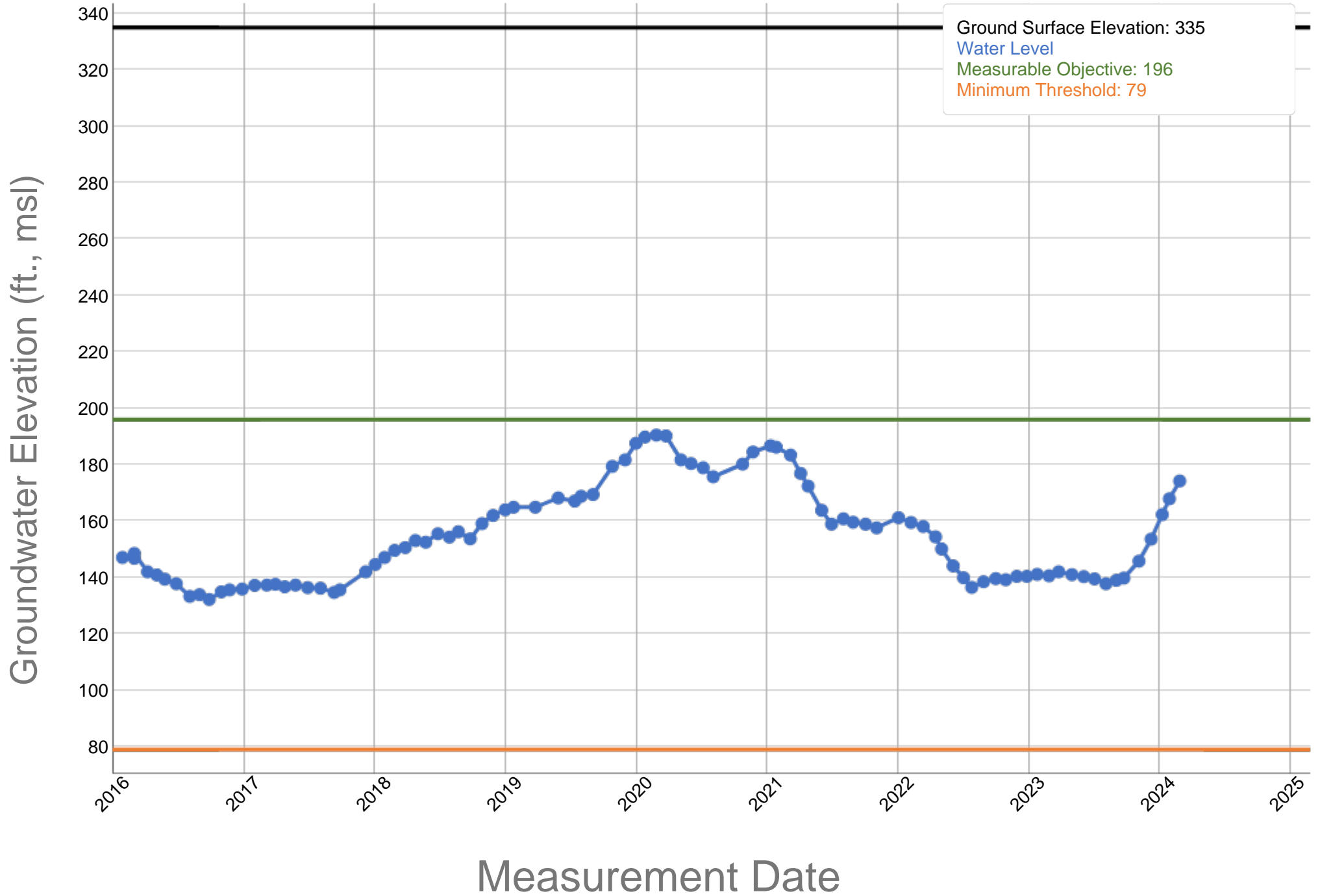
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

RRBWSD Shop Shallow

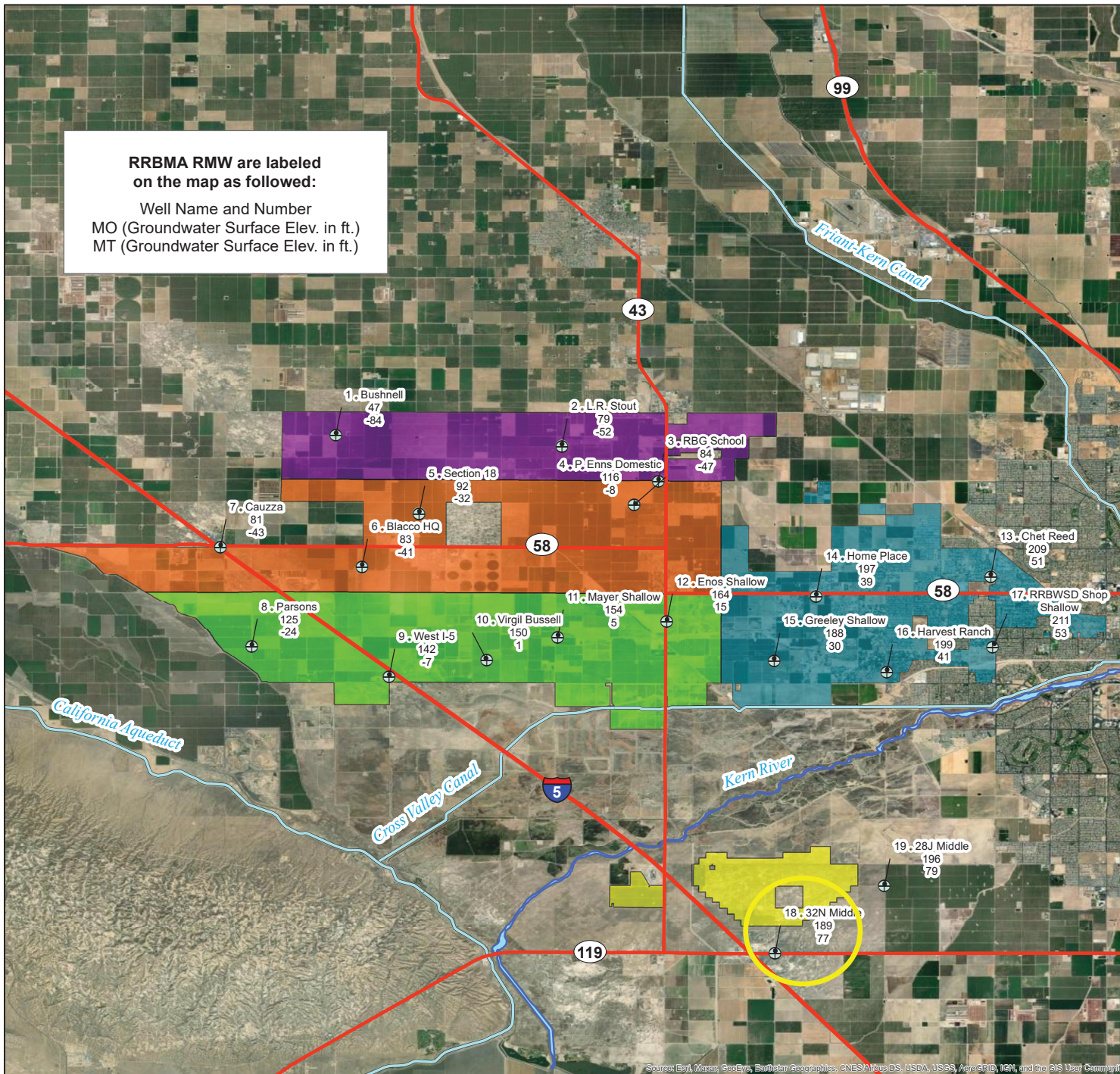
RRM = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold



# Rosedale-Rio Bravo Water Storage District - 28J Triple - 352889N1191814W001



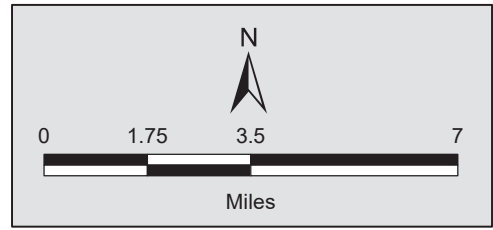
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



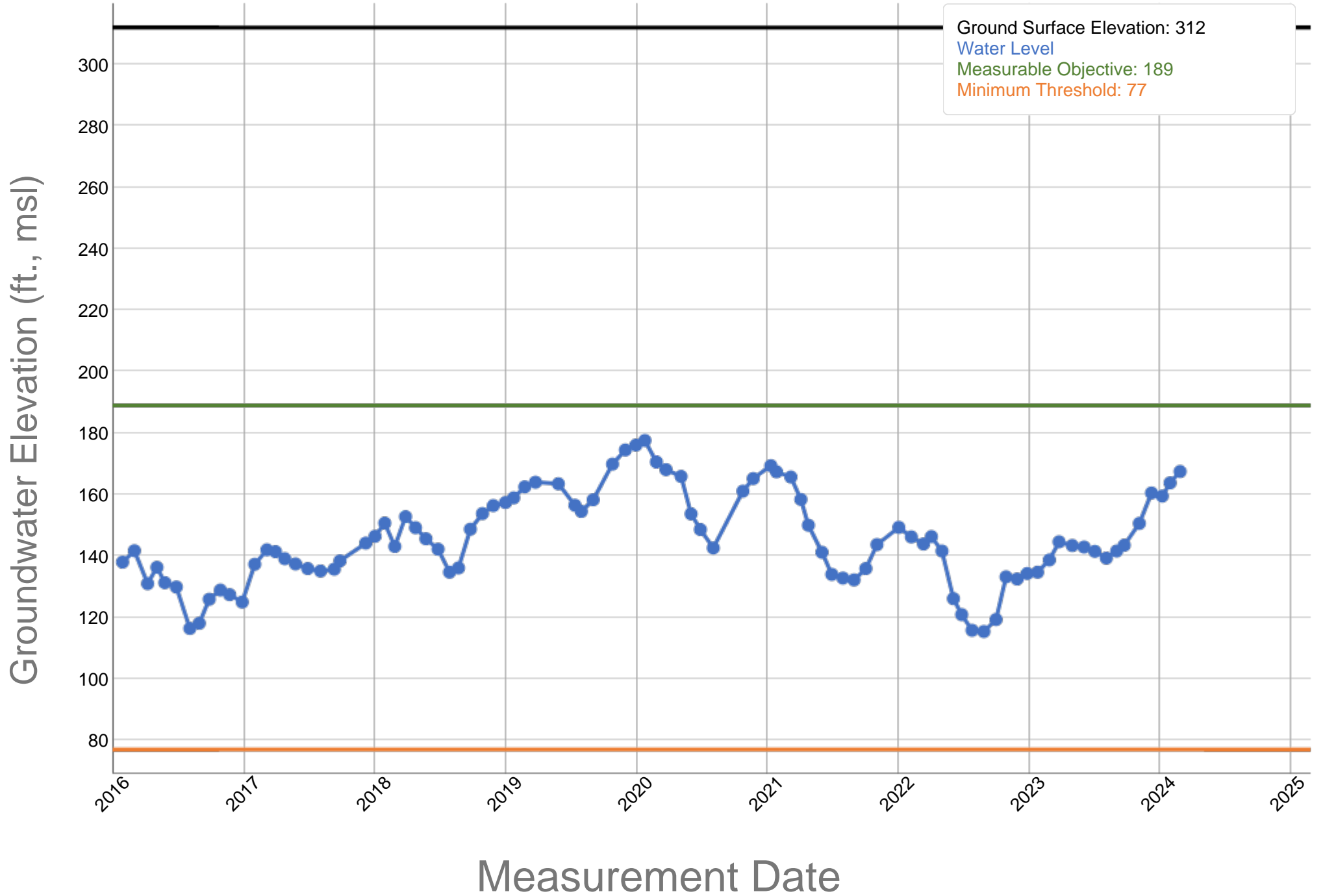
**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
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- North Monitoring Area
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RMW = Representative Monitoring Well  
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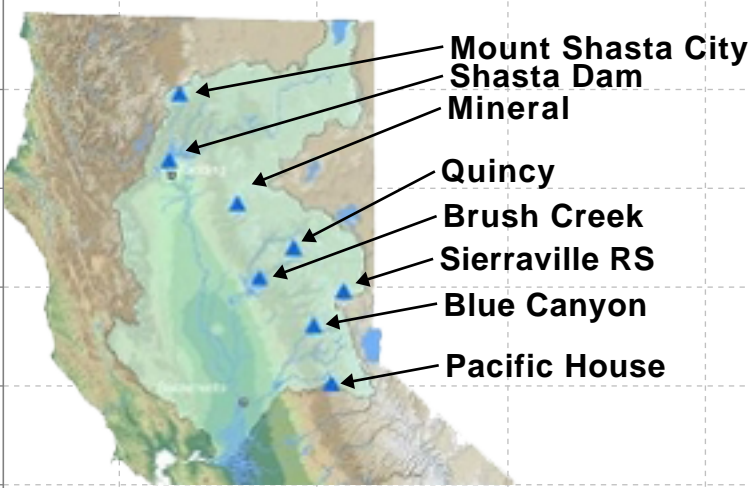
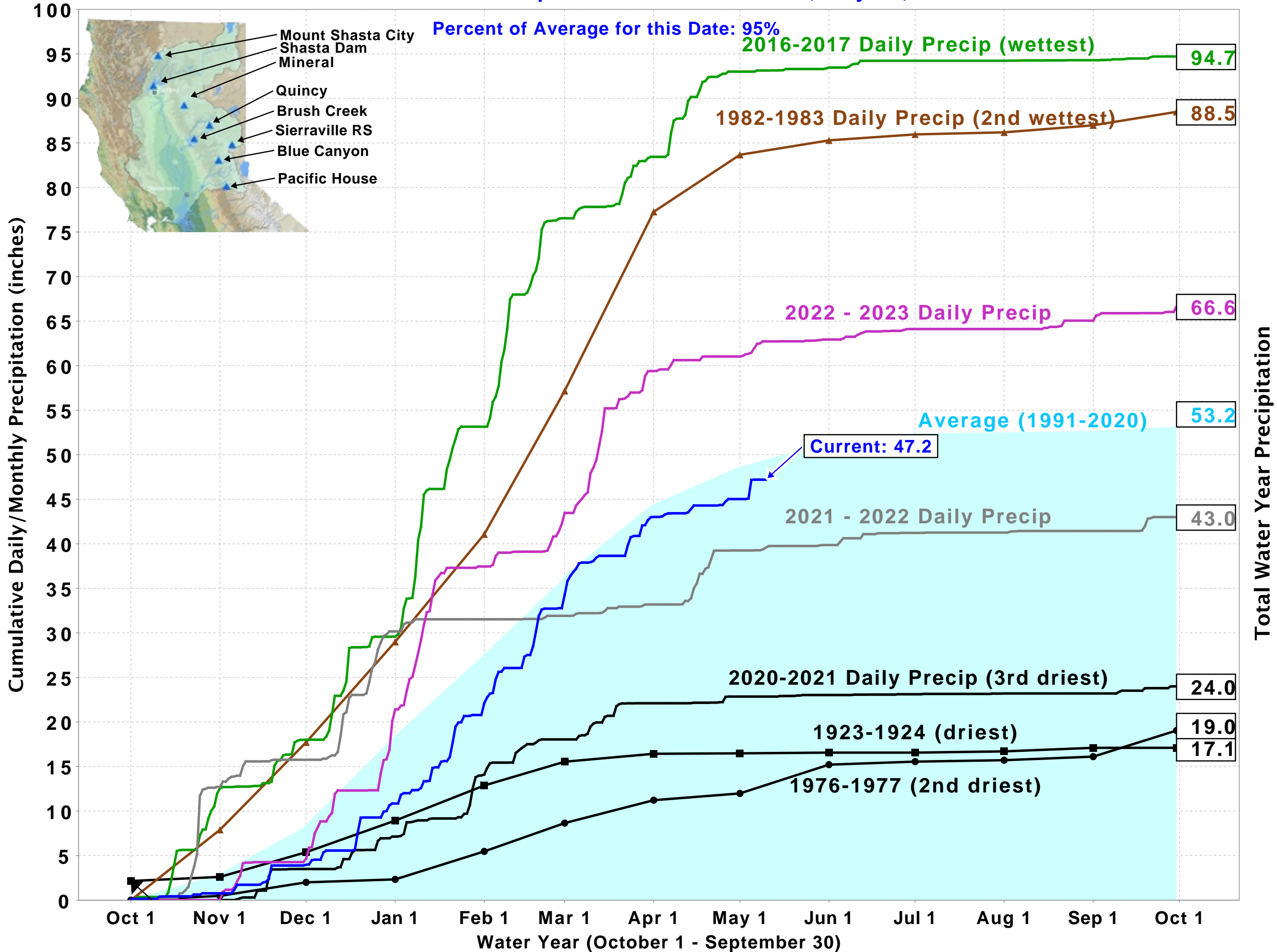


# Rosedale-Rio Bravo Water Storage District - 32N Triple - 352673N1192138W002

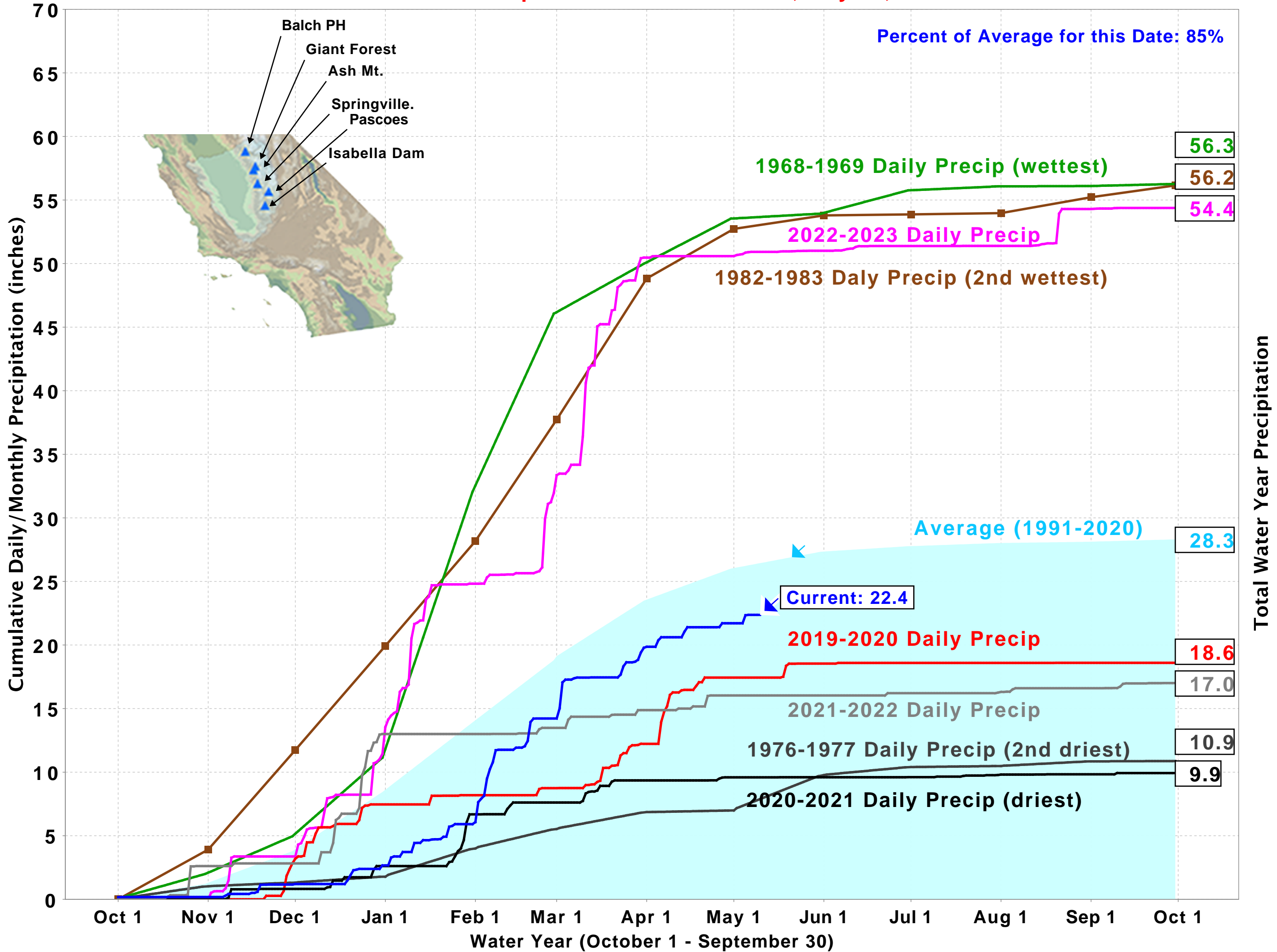




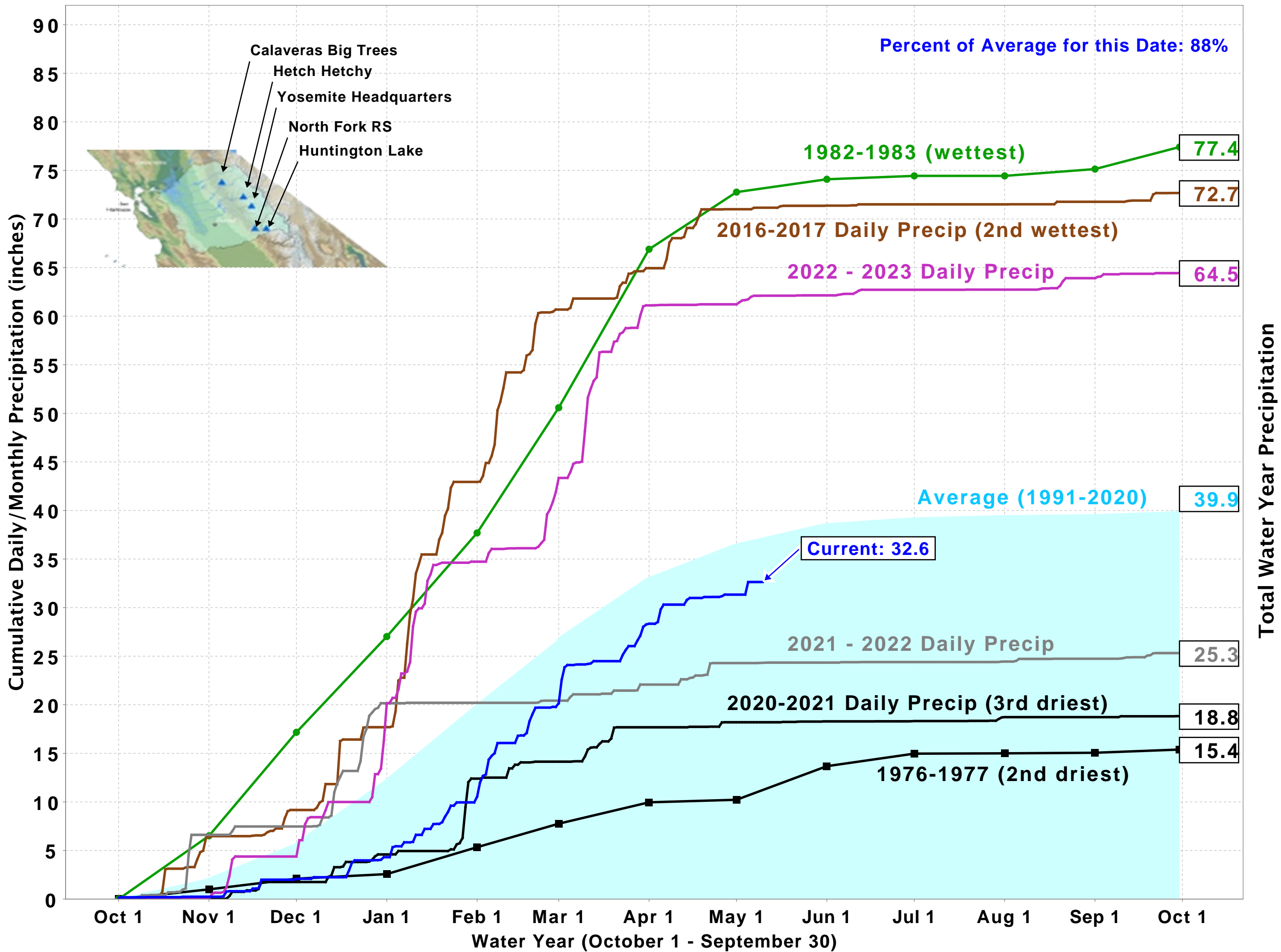
# Northern Sierra Precipitation: 8-Station Index, May 10, 2024



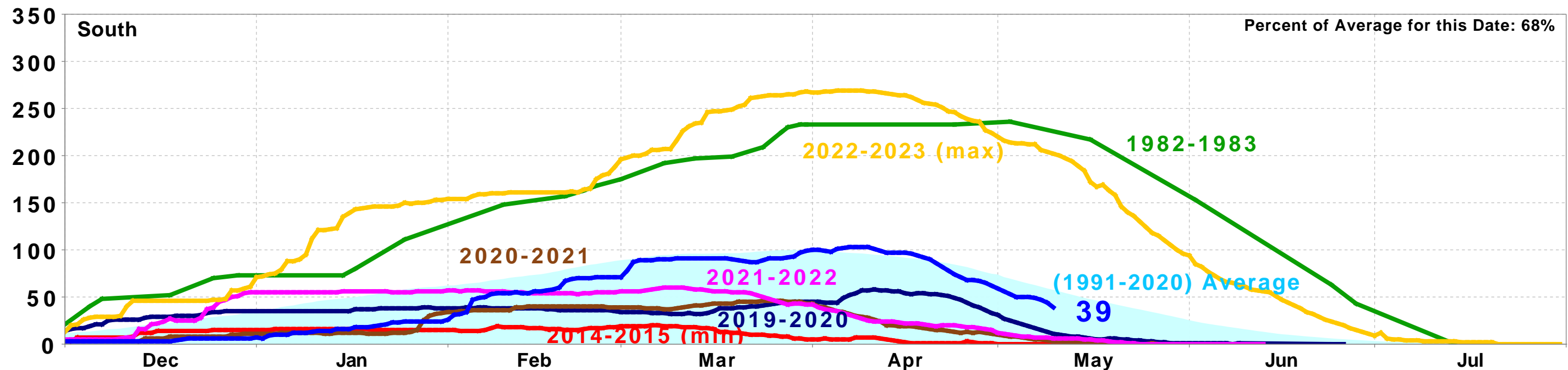
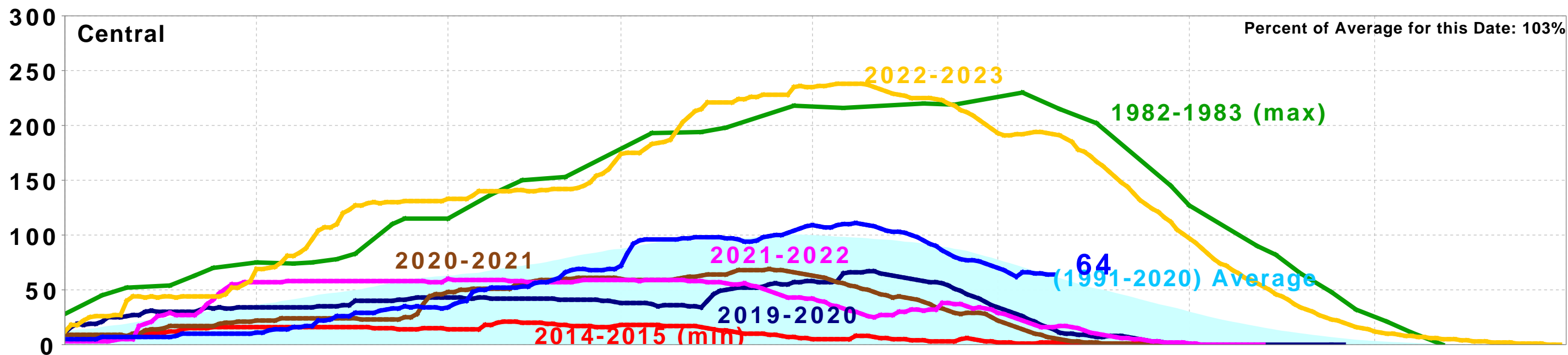
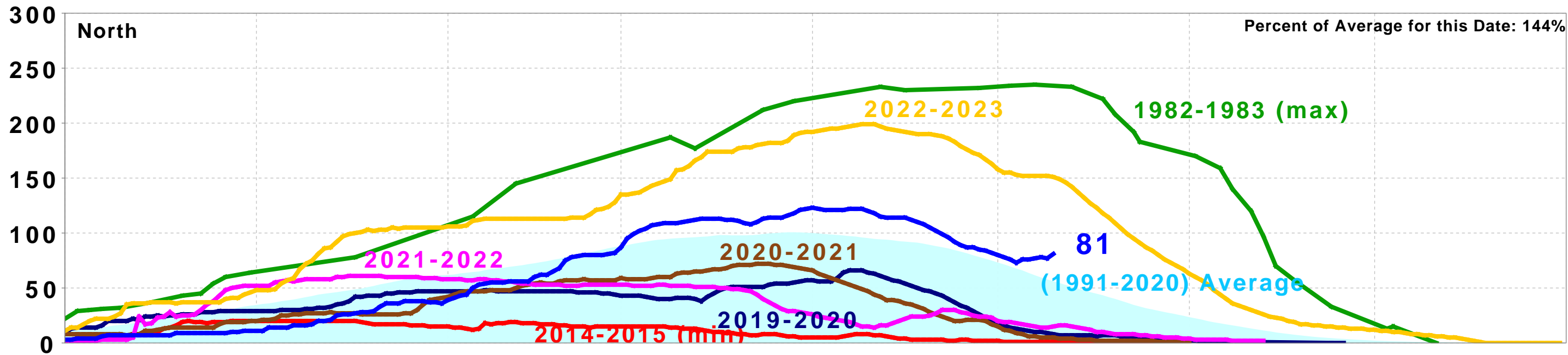
# Tulare Basin Precipitation: 6-Station Index, May 10, 2024



# San Joaquin Precipitation: 5-Station Index, May 10, 2024



# California Snow Water Content, May 10, 2024, Percent of April 1 Average



Statewide Percent of April 1: 61%

Statewide Percent of Average for Date: 102%

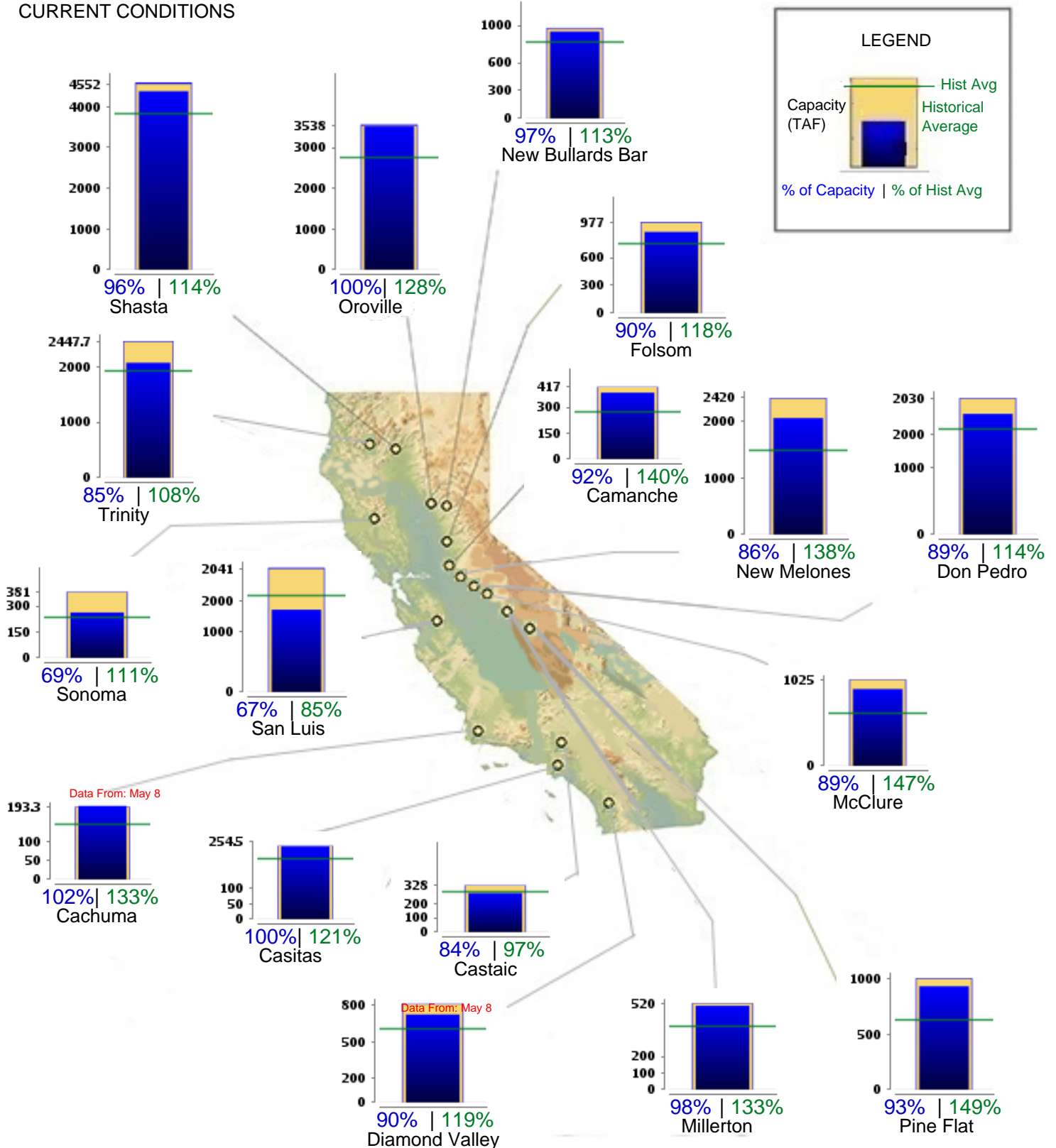


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - May 9, 2024

### CURRENT CONDITIONS



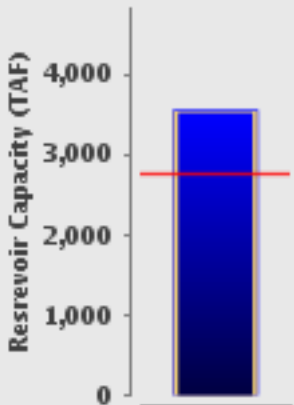


# CURRENT RESERVOIR CONDITIONS



## Lake Oroville Conditions

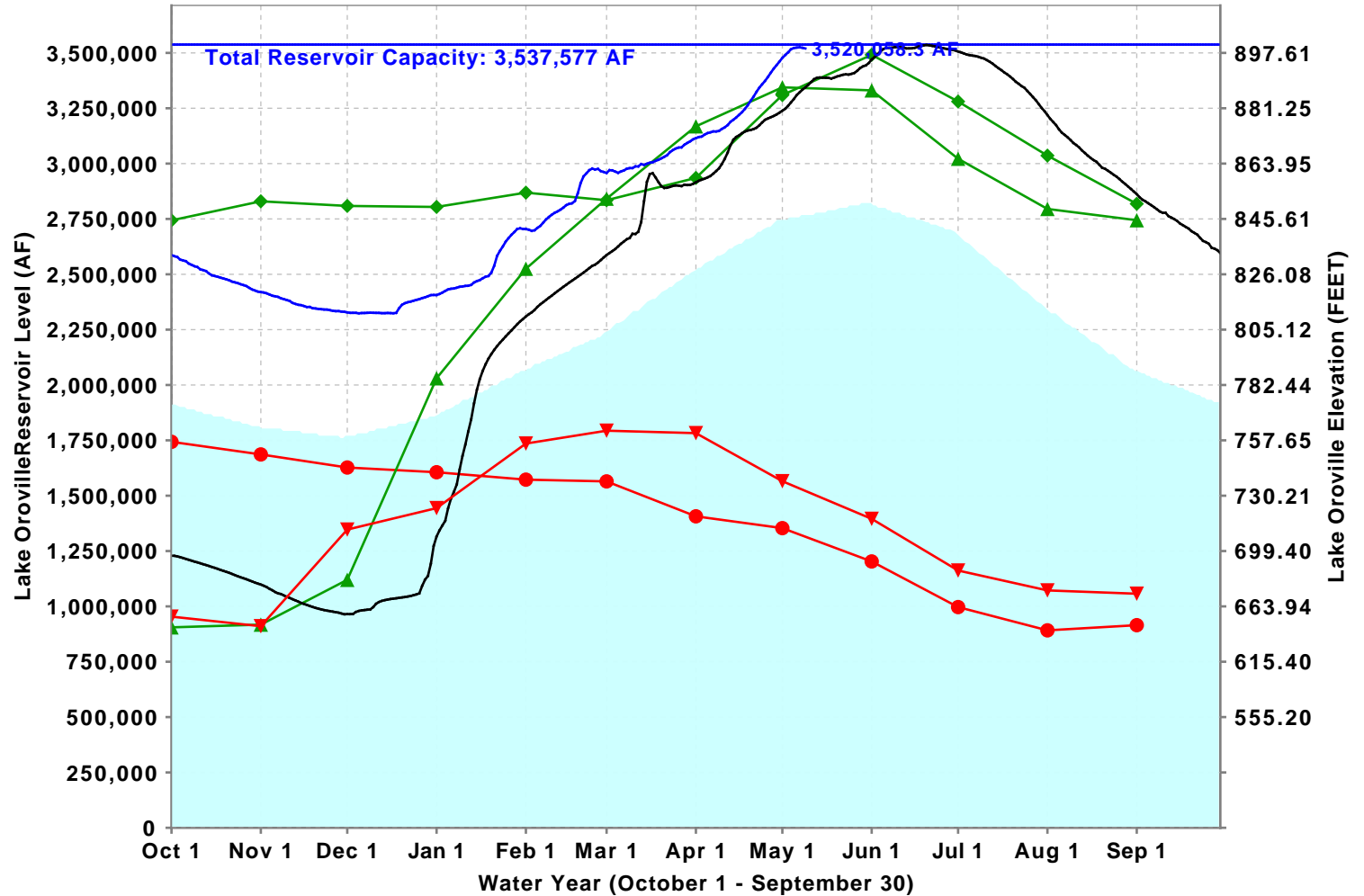
(as of Midnight - May 9, 2024)



Current Level: 3,520,058.3 AF

100% (Total Capacity) | 128% (Historical Avg.)

Lake Oroville Levels: Various Past Water Years and Current Water Year, Ending At Midnight May 9, 2024



■ Historical Average  
 — Total Reservoir Capacity  
 ● 1976-1977 (Driest)  
 ▲ 1977-1978  
 ◆ 1982-1983 (Wettest)  
 — 2022-2023  
 ▼ 2014-2015  
 — Current: 2023-2024

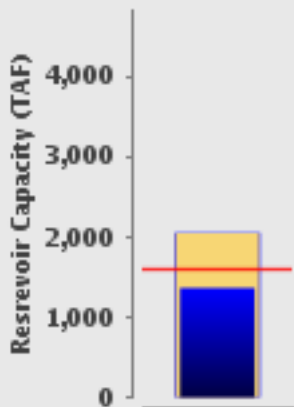


# CURRENT RESERVOIR CONDITONS



## San Luis Res Conditions

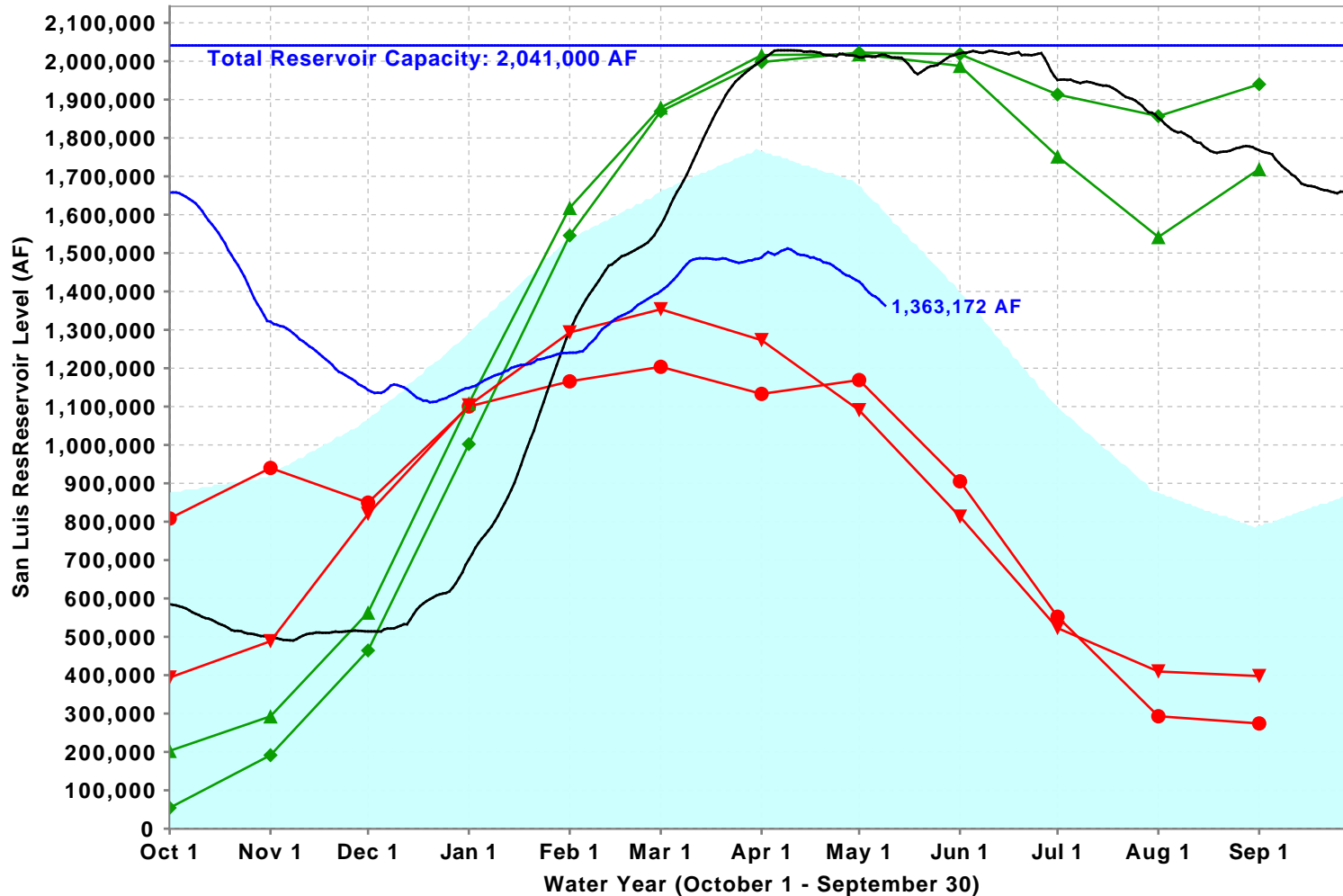
(as of Midnight - May 9, 2024)



Current Level: 1,363,172 AF

**67%** (Total Capacity) | **85%** (Historical Avg.)

San Luis Res Levels: Various Past Water Years and Current Water Year, Ending At Midnight May 9, 2024

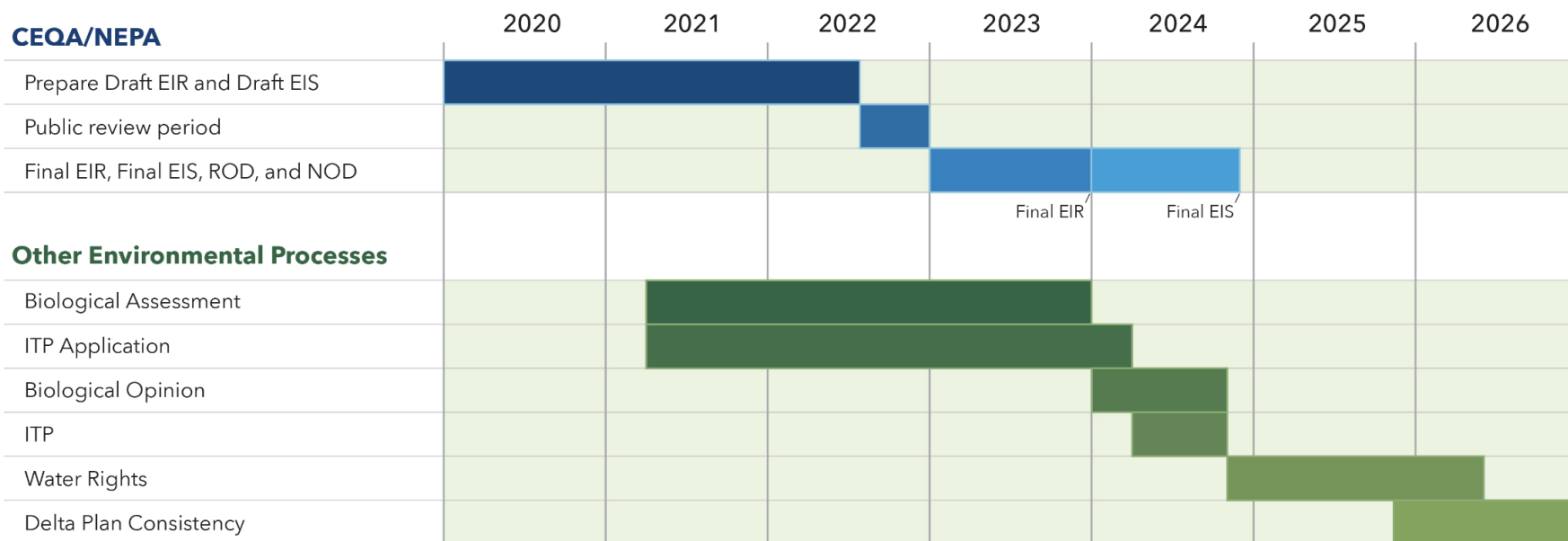


■ Historical Average   
 — Total Reservoir Capacity   
 ● 1976-1977   
 ▲ 1977-1978   
 ◆ 1982-1983 (Wettest)   
 — 2022-2023  
▼ 2014-2015 (Driest)   
— Current: 2023-2024



# DCP Schedule

## Delta Conveyance Project Planning Schedule





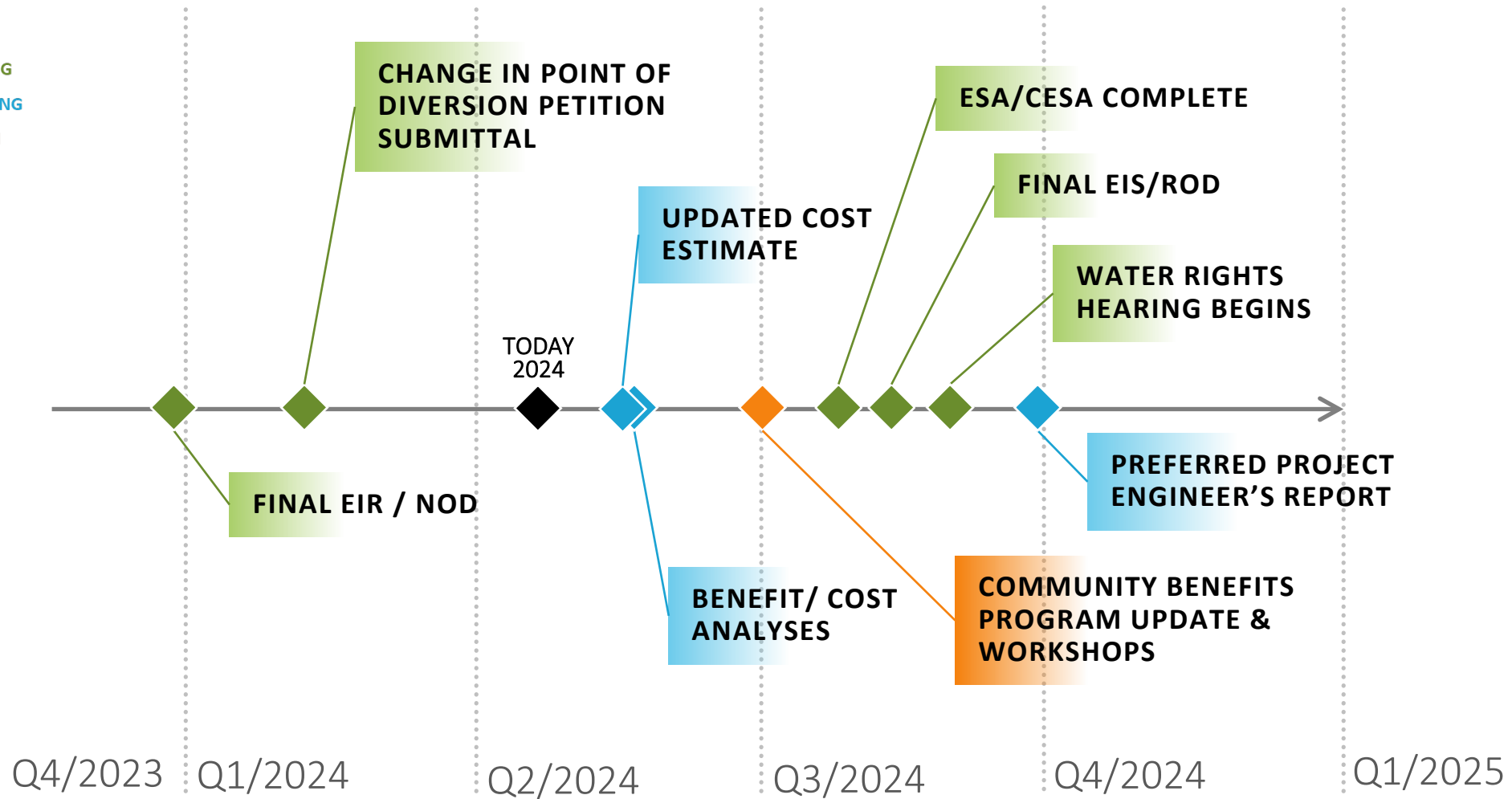
# DCP 2024 Milestones

KEY

PERMITTING

ENGINEERING

OUTREACH





# KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center  
3200 Rio Mirada Drive  
Bakersfield, California 93308

## Notice of BOARD OF DIRECTORS MEETING

April 25, 2024

Conference Line: [+1 \(571\) 317-3122](tel:+15713173122)  
Access Code: 863-465-805#  
<https://global.gotomeeting.com/join/863465805>

## AGENDA

- I. Call to order – 12:00 p.m.
- II. Report of the General Counsel
  - A. Authorization for Closed Session regarding:
    1. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9, subdivision (a)):
      - a. Applications Filed for Kern River Water
      - b. California Department of Water Resources v. All Persons Interested in the Matter of the Contract Extension Amendments
      - c. North Coast Rivers Alliance, et al. v. California Department of Water Resources (COA CEQA)
      - d. California Department of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds
      - e. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)
      - f. Kern Delta Water District, *et al.* v. Rosedale-Rio Bravo Water Storage District (Onyx CEQA)
      - g. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, *et al.* (Onyx Water Rights)
      - h. California Sportfishing Protection Alliance, *et al.* v. California State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003761 (2021 Order Re Temporary Urgency Change Petition)

- i. California Sportfishing Protection Alliance, *et al.* v. State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)
  - j. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)
  - k. Pacific Coast Federation of Fishermen’s Associations, *et al.* v. Ross,, E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al.* v. Ross, *et al.*, E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)
  - l. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)
  - m. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974
  - n. Long-term State Water Project Operations Cases, Sacramento County Superior Court Case No. JCCP 5117
  - o. Temporary Applications Filed for Kern River Water
  - p. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220
2. Conference with Legal Counsel – Initiation of Litigation (Government Code section 54956.9, subdivision (d)(2)):
    - a. Two potential suits
  3. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
    - a. Two potential suits
  4. Conference with Real Property Negotiator (Government Code section 54956.8):
    - a. Negotiator: Water Resources Manager  
 Property: State Water Project Water  
 Parties: California Department of Water Resources and State Water Project Contractors  
 Under Negotiation: Price & Terms
- III. Directors’ Forum
- IV. Public Comment  
 Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.
- V. Minutes of Board Meetings and Committee Meetings –
- |                       |                |
|-----------------------|----------------|
| Special Board Meeting | March 28, 2024 |
| Regular Board Meeting | March 28, 2024 |

VI. Report of the General Manager

VII. Advisory Committee Reports

- A. Cross Valley Canal Advisory Committee
- B. Improvement District No. 3 Advisory Committee
- C. Urban Bakersfield Advisory Committee

VIII. Board Committee Reports

The following items will be discussed in detail at the meeting and may result in appropriate action being taken relating to the subject matter (such action may or may not conform to any staff recommended action):

A. **ADMINISTRATIVE COMMITTEE – Director Cattani, Chair**

- 1. Report of the Administrative Operations Manager
- 2. Payment of the Bills
- 3. Financial Report
- 4. Treasury Report
- 5. Authorization to Publish a Notice of Public Hearing for the Fiscal Year 2024-25 Budget
- 6. Authorization to Execute Amendment No. 1 to the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Service for the Stuart T. Pyle Water Resources Center
- 7. Update on Adoption of Rules and Regulations for the Government of the Affairs and Proceedings of the Board of Directors of the Kern County Water Agency

B. **POLICY COMMITTEE – Director Milobar, Chair**

- 1. Update on Delta Conveyance Activities
- 2. Update on Legislative Activities

C. **WATER RESOURCES COMMITTEE – Director Fast, Chair**

- 1. Report of the Water Resources Manager
- 2. Report on the State Water Contractors Board Meeting
- 3. Report on 2024 State Water Project and Central Valley Project Allocations and Operations

4. Water Delivery Operations
  - a. Report on Kern County Water Agency California Aqueduct Deliveries
  - b. Update on Water Transfers, Exchanges and Purchases
  - c. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Geronio Pass Water Agency, and Antelope Valley-East Kern Water Agency for Conveyance of Non-Project Water, SWP #24009
  - d. Authorization to Execute an Article 55 Agreement Between the Department of Water Resources of the State of California and Kern County Water Agency for Conveyance of San Joaquin River Exchange Contractors Water Authority's 2024 Central Valley Project Water, SWP #24012
5. Report on the Kern Groundwater Authority Meeting
6. Report on the Kern River

**D. WATER MANAGEMENT COMMITTEE – Director Averett, Chair**

1. Report of the Engineering and Groundwater Services Manager
  - a. Update on Groundwater Banking Construction/Maintenance Projects
  - b. Update on Pioneer Project Recharge Facilities – Basin 11
2. Report on 2024 Water Operations
3. Report on Kern Water Bank Activities
4. Authorization to Execute a Letter of Intent Between the Kern County Subbasin and Self-Help Enterprises, on behalf of the Pioneer Groundwater Sustainability Agency, for a Proposed Partnership for the Administration of the Kern County Subbasin Amended Groundwater Sustainability Plan(s) Well Mitigation Program

**E. CROSS VALLEY CANAL COMMITTEE – Director Lundquist, Chair**

1. Report of the Water Resources Manager
  - a. Update on Cross Valley Canal Construction/Maintenance Projects
2. Report on Cross Valley Canal Operations and Deliveries

F. URBAN BAKERSFIELD COMMITTEE – Director Wulff, Chair

1. Report of the Improvement District No. 4 Manager
  - a. Update on Improvement District No. 4 Construction/Maintenance Projects
  - b. Report on the Kern River Groundwater Sustainability Agency Meeting
2. Report on the Improvement District No. 4 2024 Water Supply and Management Plan
3. Report on the Henry C. Garnett Water Purification Plant
  - a. Authorization to Execute a Contract for the Improvement District No. 4 Removal of Precipitated Solids from Drying Bed Nos. 8 and 9

IX. Correspondence

X. Brief Report on Potential New Business

XI. Adjournment

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on April 19, 2024.

  
\_\_\_\_\_  
Stephanie N. Pirce, Board Secretary

Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.



MAY 2024

**RRB** ROSEDALE-RIO BRAVO  
WATER STORAGE DISTRICT

STRATEGIC PLAN  
MONTHLY UPDATE



PURPOSE

TO BE RESPONSIBLE STEWARDS OF WATER, A VALUED RESOURCE



MISSION

BUILDING A SUSTAINABLE WATER SUPPLY TO HELP OUR COMMUNITY THRIVE



VALUES

SUSTAINABILITY  
INNOVATION  
GRACIOUS  
HARD-WORKING  
TRUSTWORTHY



STRATEGIC  
PRIORITIES

SUSTAINABILITY/RESILIENCY, LONG-TERM HEALTHY PARTNERSHIPS, FINANCIAL STRENGTH, TEAMWORK, INNOVATION/CREATIVITY



1

GOAL #1: DEVELOP AND IMPROVE LONG-TERM PARTNERSHIPS

2

GOAL #2: ACQUIRE OTHER WATER SUPPLIES

3

GOAL #3: DEVELOP A WATER CHARGE TO SUPPORT SGMA IMPLEMENTATION

4

GOAL #4: LIVE OUT AN INTENTIONAL AND FOCUSED PROJECT PLAN FOR MAJOR INITIATIVES

5

GOAL #5: ENSURE THAT KEY RESPONSIBILITIES WITHIN THE AGENCY ARE SUSTAINABLE AND EFFICIENT

GOAL # 4 OBJECTIVES	PRIORITY	STATUS	OWNER
Continue implementation of Onyx Ranch Project	HIGH	IN PROGRESS	Dan Bartel
Develop long-term water supply acquisition strategy	MEDIUM	IN PROGRESS	Trent Taylor
Continue and improve proper District Administration and Finance strategies	MEDIUM	IN PROGRESS	Megan Misuraca
Continue to influence other GSAs and Management Areas toward Kern Sub-basin sustainability	HIGH	IN PROGRESS	Dan Bartel
Evaluate and develop projects and Management Actions that align with the District's long-term SGMA and financial goals	HIGH	IN PROGRESS	Dan Bartel (Projects) Trent Taylor (MAs)

[View this email in your browser](#)



# The Rosedale Recap!

## April 2024 Newsletter

### RRBWSD April 9, 2024 Board Meeting

The District convenes on the second Tuesday of every month at 8 AM. We encourage public participation and value your input during these Board meetings. To review our most recent Board Packet, please click the button below.

[Explore Board Packet](#)

APR  
9  
2024

BOARD OF  
DIRECTORS  
MEETING

8:00 AM

---

# Kern Fan Groundwater Storage Project – Phase I Secures Funding Boost: Bureau of Reclamation and Department of Interior Visit Project Progress

On April 3, 2024, the Groundwater Banking Joint Powers Authority (GBJPA), a collaboration between the Rosedale–Rio Bravo Water Storage District and Irvine Ranch Water District, hosted a tour for representatives from the Bureau of Reclamation and the Department of the Interior. The primary aim was to provide an overview of Phase I developments of the Kern Fan Project. Notably, the project secured an additional \$3.9 million in grant funding from the Bureau, supplementing the \$4.7 million awarded in 2023.



[Click here for the Phase I Project Fact Sheet](#)



ROSEDALE RIO BRAVO WATER STORAGE DISTRICT  
GROUNDWATER SUSTAINABILITY AGENCY

# SGMA Update

The Subbasin is making great progress toward a coordinated Groundwater Sustainability Plan (GSP) for resubmittal to the State Water Resources Control Board. We are hopeful that it will be found acceptable having worked through all three deficiencies identified by the Department of Water Resources (DWR). Coordinated rules for monitoring levels, storage, quality, and subsidence have been largely accepted by the 22 entities involved. Through the groundwater modeling and forecasting effort, we have identified a 372,000 AF supply deficit. The group has put together plans to eliminate much of that by 2030. This is great news as we will finally see water levels stabilize long-term.

We are optimistic about finalizing the draft plan by early next month. Keep an eye out for the document release, and be sure to save the date for our upcoming Board/Stakeholder meeting on **Tuesday, May 14th at 8 am**. It is an opportunity for an informed discussion that you won't want to miss.



## Take A Virtual Tour

Explore the construction progress of the West Enos Recharge Basins, made possible by the Bureau of Reclamation's Small Storage Grant Program.

[Dive in here!](#)

## Upcoming Board AND Stakeholder Meeting:

Tuesday, May 14, at 8:00 AM at the RRBWSD office.

**MAY  
14  
2024**

**BOARD OF  
DIRECTORS  
MEETING  
&  
RRBWSD GSA  
STAKEHOLDER  
MEETING**

**8:00 AM**



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Our mailing address is:  
Rosedale-Rio Bravo Water Storage District  
849 Allen Road Bakersfield, CA 93314

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# Rosedale Recap! April 2024

**Sent**

Wed, Apr 10, 2024 11:36 am

# Overview

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## 105 Recipients

**Audience:** Rosedale-Rio Bravo Water Storage District

**Delivered:** Wed, Apr 10, 2024 11:36 AM

**Subject:** Rosedale Recap!

<b>73</b> Opened	<b>11</b> Clicked	<b>0</b> Bounced	<b>0</b> Unsubscribed
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Successful deliveries	<b>105</b> 100.0%	Clicks per unique opens	<b>15.1%</b>
Total opens	<b>174</b>	Total clicks	<b>18</b>
Last opened	5/8/24 4:08PM	Last clicked	4/23/24 9:51AM
Forwarded	<b>0</b>	Abuse reports	<b>0</b>

TO: Rosedale-Rio Bravo Water Storage District Board of Directors  
Agenda Item 7.a.i

FROM: Dan W. Bartel

DATE: May 14, 2024

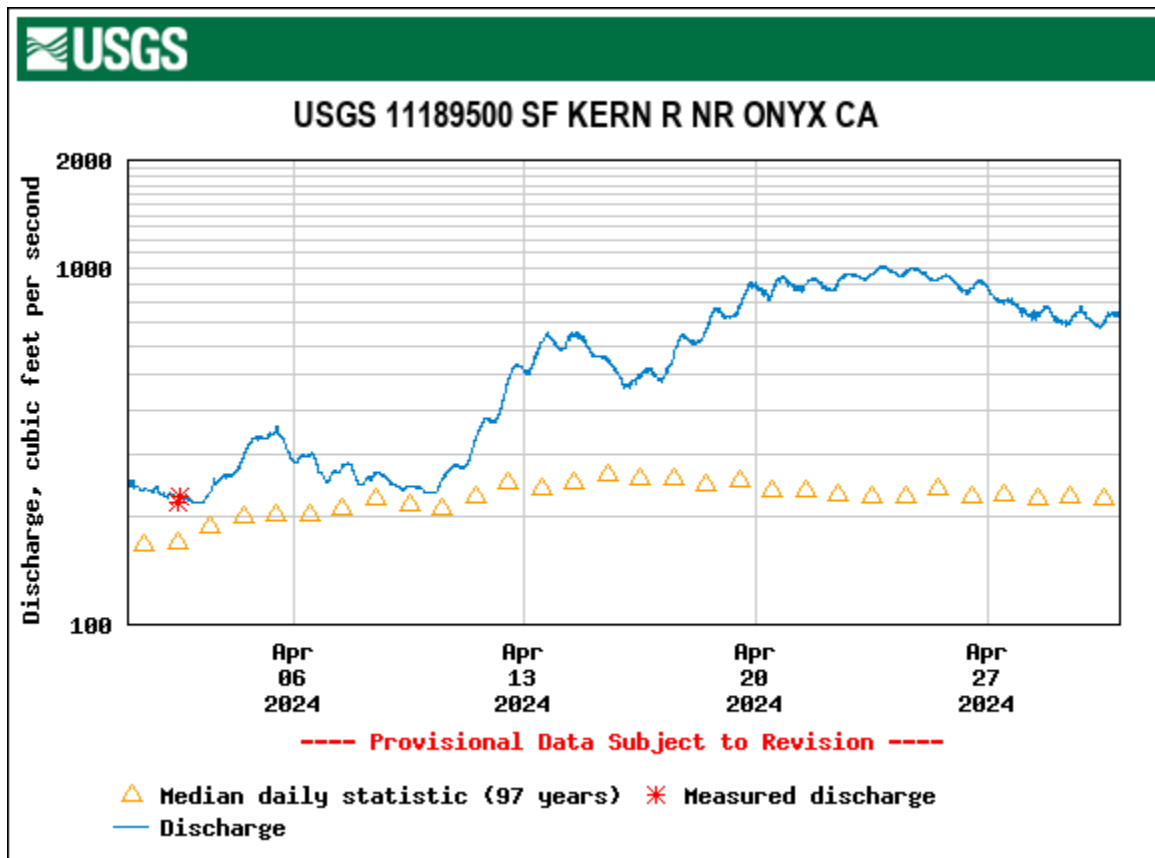
RE: Onyx Ranch Operations Report

**Discussion:**

Staff has:

- Continued operation of conveyance facilities
- Irrigation activities resumed April 10 after precipitation event.
- USGS verified the South Fork station on April 2.
- Harder updated project flow model.
- Staff did not stream gage during the month due to high flows.
- Staff placed new concrete slab for shop replacement.
- Contractor install shop.

South Fork flows downstream of Bloomfield averaged 551 cfs plus calculated accretions of 8 cfs, for a total average flow of about 559 cfs.







### April-2024

Daily values in SFD = Second Foot Days, Monthly total in AF = Acre-Feet

Date	South Fork				D.Prince (4,5,17,20-22,37)		Hafenfeld (5)	RRBWS D (1,3,6,7,12, Wirth1, 30,33, Boone)				J.Nicoll (3)	Audubon (4,5,9,Wirth1,17,18) (20-22,Wirth2,27,29,37)		Smith (2/3 Smith)	RRBWS D (1/3 Smith)		Total Diverted	South Fork			RRBWS D to Isabella		Simulated Per Project Parameters	
	Mean Flow	USGS - Onyx @ 0500	Accretions	Doyle Ranch Road	Mill/Hillside	Miller	Prince	Miller	Scodie/Mack	Landers	Nicoll	Redirected "Gross Project Water"	Nicoll	Cottonwood	Nicoll	Smith	Smith	Redirected "Gross Project Water"		Sierra Way "Flow"	Patterson "Flow"	"Net Project Water"	Redirected "Gross Project Water"	"Net Project Water"	% Redire
1	240	242	8.0			8.9	8.2	8.9			0.0	4.9	8.0		7.3	3.7	0.0	46	Yes	Yes	0	0.0	0	69.6%	
2	227	225	8.0			8.8	8.0	8.9			0.0	5.1	8.0		7.0	3.5	0.0	46	Yes	Yes	0	0.0	0	69.6%	
3	238	221	8.0			9.1	13.6	9.1			0.0	5.0	8.0		6.8	3.4	0.0	52	Yes	Yes	0	0.0	0	69.6%	
4	296	265	8.0			10.7	13.0	10.7			0.0	5.2	8.0		7.9	4.0	0.0	56	Yes	Yes	0	0.0	0	69.6%	
5	329	333	8.0			8.9	15.0	8.9			0.0	4.4	7.5		9.0	4.5	0.0	54	Yes	Yes	0	0.0	0	69.6%	
6	285	295	8.0			7.5	15.0	7.5			0.0	4.2	8.0		8.6	4.3	0.0	51	Yes	Yes	0	0.0	0	69.6%	
7	268	267	8.0			7.8	14.0	7.8			0.0	4.3	7.0		7.8	3.9	0.0	49	Yes	Yes	0	0.0	0	69.6%	
8	257	256	8.0			7.1	14.0	7.1			0.0	4.2	7.0		7.4	3.7	0.0	47	Yes	Yes	0	0.0	0	69.6%	
9	242	240	8.0			7.5	14.0	7.5			0.0	4.1	7.0		7.1	3.6	0.0	47	Yes	Yes	0	0.0	0	71.3%	
10	254	233	8.0			6.6	15.0	6.6	16.2	5.0	4.5	0.0	5.0		7.2	3.6	0.0	66	Yes	Yes	0	37.0	26	71.3%	
11	324	276	8.0			6.7	15.0	6.7	17.0	6.0	9.8	0.0	6.0		8.0	4.0	0.0	75	Yes	Yes	0	37.0	27	72.8%	
12	461	381	8.0			8.4	15.0	8.4	14.0	5.0	15.5	0.0	6.0		11.8	5.9	0.0	84	Yes	Yes	0	37.0	27	72.8%	
13	587	532	8.0			8.5	15.0	8.5	14.0	6.0	13.5	0.0	5.0		7.0	3.5	0.0	77	Yes	Yes	0	37.0	27	72.8%	
14	622	598	8.0			6.2	17.0	6.2	12.5	5.0	8.2	0.0	5.0		7.1	3.5	0.0	67	Yes	Yes	0	37.0	27	72.8%	
15	539	562	8.0			6.2	17.0	6.2	12.3	6.0	9.3	0.0	4.0		6.9	3.4	0.0	68	Yes	Yes	0	37.0	27	72.8%	
16	493	476	8.0			6.0	14.9	6.0	12.3	6.0	9.8	0.0	4.0		6.7	3.1	0.0	66	Yes	Yes	0	37.0	27	72.8%	
17	566	492	8.0			5.8	9.5	5.8	12.8	6.0	12.1	0.0	3.0		6.5	3.2	0.0	62	Yes	Yes	0	37.0	27	72.8%	
18	683	617	8.0			6.2	10.1	6.2	12.3	6.0	11.7	0.0	3.0		6.9	3.4	0.0	62	Yes	Yes	0	37.0	27	72.8%	
19	799	727	8.0			6.2	13.6	6.2	12.3	13.0	14.5	0.0	5.0		7.4	3.7	0.0	78	Yes	Yes	0	37.0	27	72.8%	
20	884	845	8.0			6.5	15.0	6.5	12.9	14.0	12.8	0.0	7.0		4.6	2.3	0.0	79	Yes	Yes	0	37.0	27	73.1%	
21	900	881	8.0			6.2	15.0	6.2	12.8	14.0	14.1	0.0	6.0		4.7	2.3	0.0	79	Yes	Yes	0	37.0	27	73.1%	
22	913	874	8.0			5.8	15.0	5.8	13.6	14.0	12.7	0.0	6.0		5.2	2.6	0.0	78	Yes	Yes	0	37.0	27	73.1%	
23	966	935	8.0			6.2	16.1	6.1	12.2	10.0	13.4	0.0	7.0		4.8	2.4	0.0	76	Yes	Yes	0	37.0	27	73.1%	
24	976	972	8.0			5.6	10.9	5.7	12.6	16.0	11.3	0.0	5.3		4.5	2.3	0.0	79	Yes	Yes	0	37.0	27	73.1%	
25	939	939	8.0			5.0	16.2	5.0	13.8	17.0	10.2	0.0	6.2		7.1	3.5	0.0	86	Yes	Yes	0	37.0	26	70.4%	
26	887	874	8.0			4.7	15.0	4.7	13.5	16.0	15.7	0.0	5.0		7.7	3.9	0.0	82	Yes	Yes	0	37.0	26	70.4%	
27	811	824	8.0			5.5	15.0	5.6	13.3	10.0		0.0	10.6		6.0	5.0	7.5	79	Yes	Yes	0	37.0	26	70.4%	
28	748	734	8.0			5.0	15.0	5.0	13.3	10.0		0.0	8.0		6.0	5.0	7.1	74	Yes	Yes	0	37.0	26	70.4%	
29	724	707	8.0			5.0	15.0	5.1	13.8	10.0		0.0	7.4		6.0	5.5	7.1	75	Yes	Yes	0	37.0	26	70.4%	
30	716	700	8.0			5.1	15.0	5.2	13.6	11.0		0.0	8.4		6.0	6.0	7.1	76	Yes	Yes	0	37.0	26	70.4%	
SFD	17,172	16,523	240		0	203	420	204	281	206	199	0	87	182	22	212	106	2,016			0	777	560		
AF	34,060	32,773	476		0	404	833	405	557	409	395	0	173	360	43	420	210	3,998			0	1,541	1,111		

Note: Cottonwood via the Landers  
 Redirected Historic Irrigation Demand Limit = 37  
 ## Saturday South Fork Doyle Ranch Flow measurement, value carries for next week Tuesday-Monday.  
 Numbers under Patterson Lane signifies RRB Staff flowtracking  
 USGS SFork at 0500

All month full irrigation deliveries to ranch  
 Bold ## on USGS denotes USGS gage verification

**ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT - ONYX RANCH**  
**MONTHLY GROUNDWATER MONITORING RUN**  
**APR**

**2024**

<b>Well Name</b>	<b>DATE</b>	<b>Depth to Water (ft)</b>	<b>Notes</b>
Onyx Store - Domestic	4/30/2024	38.6	
Ranch HQ - Domestic	4/30/2024	11.8	
Landers Sand - Old Ag Well	4/30/2024	14	
Onyx Store - Old Ag Well	4/30/2024	14.2	
Mack Well	4/30/2024	19.7	
Nicoll Field - Old Ag Well	4/30/2024	11.7	
Mack Field West - Domestic	4/30/2024	11.2	
Gibboney-2 Piezo	4/30/2024	3	
Gibboney-3 Piezo	4/30/2024	5.7	
Boone Piezo	4/30/2024	3.8	
Lieb Piezo	4/30/2024	5.8	
Pruitt Piezo	4/30/2024	10	
Scodie Well	4/30/2024	18.6	
Pruitt Well	4/30/2024	11.7	
Nicoll Well	4/30/2024	11.8	
Mack Piezo	4/30/2024	16.4	
West Onyx Piezo (Top of pipe to the concrete 1.9ft)	4/30/2024	11.2	
East Onyx Piezo (Top of pipe to the concrete 1.4ft)	4/30/2024	18.4	
Smith Piezo #1	4/30/2024	14	
Smith Piezo #2	4/30/2024	14.5	
Smith Piezo #3	4/30/2024	13.5	

Project #	Category	Title	Event	Recipient	CRC Gross Cost	Total 406 HMP Cost	CRC Net Cost	Obligated Federal Share	% Cost Share
721699	D - Water Control Facilities	Landers Water Control Facility	4699DR-CA (4699DR)	California Governor's Office of Emergency Services (CalOES) (000-U9VWF-00)	\$42,397.50	\$0.00	\$42,397.50	\$31,798.13	75.00%
721705	D - Water Control Facilities	Smith and Nicoll Water Control Facilities	4699DR-CA (4699DR)	California Governor's Office of Emergency Services (CalOES) (000-U9VWF-00)	\$84,266.31	\$0.00	\$84,266.31	\$63,199.74	75.00%
726878	D - Water Control Facilities	Nicoll Head Repair	4699DR-CA (4699DR)	California Governor's Office of Emergency Services (CalOES) (000-U9VWF-00)	\$24,426.03	\$11,790.00	\$36,216.03	\$27,162.03	75.00%
745985	Z - Management Costs	Management Cost	4699DR-CA (4699DR)	California Governor's Office of Emergency Services (CalOES) (000-U9VWF-00)	\$8,144.00	\$0.00	\$8,144.00	\$8,144.00	100.00%

\$130,303.90

TO: Rosedale-Rio Bravo Water Storage District Board of Directors  
Agenda Item 7.b.i.

FROM: Dan Bartel, Markus Nygren

DATE: May 14, 2024

RE: Improvement Projects

**Discussion:**

**Bowling and McCaslin Recovery Well Project**

**Progress:**

McCaslin 2:

- Gravel pack installation 04/05
- Cement seal poured 04/08
- Swab and airlift w/ chemical treatment complete 04/09 – 04/15
- Well development complete 04/24 – 05/03
- Pump testing complete 05/06 – 05/09

**Approximate specific capacity = 70 gpm/ft. of drawdown**

Bowling:

- Step drawdown test complete 04/12
- Constant rate test complete 04/15 – 04/16
- Video log and gyroscopic survey complete 05/02

**Approximate specific capacity = 36 gpm/ft of drawdown**

McCaslin 1:

- Design complete 04/22
- Well construction complete (casing, gravel tube, sounding tube) 05/03-05/05
- Gravel pack installed 05/06
- Swab and airlift w/ chemical treatment (underway)

**Bowling and McCaslin Recovery Pipeline Project**

As part of the two-million-dollar 2022 WaterSMART grant the District received. The District is preparing the front end bid documents for the second half of the project. The conveyance to tie the new wells into existing facilities. Tentative plan is to go out to bid at the beginning of June, with the project being complete towards the end of November 2024.

**Recommendation:**

1. Approve Pay Estimate No. 3 of \$978,348 to BWP and \$51,492 to a retention account.



*Figure 1: Diesel pump used for well development and pump testing*

**BAKERSFIELD WELL AND PUMP COMPANY  
PUMPING DEVELOPMENT RECORD**

SHEET NO. 9  
 CLIENT: Rose De Rio Bravo  
 WELL NAME/NUMBER: MC-2  
 JOB NO 23640  
 INITIAL FLOW METER READING: \_\_\_\_\_ gals

DATE: 5-3-24  
 PUMPER: Phil Lavas  
 MEASURING DEVICE: Sounder  
 DISCHARGE PIPE DIA: 12" inches  
 STATIC WATER LEVEL 198.40 ft. brp  
 ELEVATION: \_\_\_\_\_ ft above ground level

TIME: AM _____ PM _____	TEMP (Celcius)	PPT	PUMPING RATE (gpm)	PUMPING LEVEL (ft brp)	DRAWDOWN (ft)	SPECIFIC CAPACITY (gpm/ft ddn)	FAU	SURGES	PUMP SPEED (rpm)	5 MIN SAND (ppm)	5-20 MIN SAND (ppm)	PH	EC	TDS	COLOR	PSI
5:20			3940	241.50	53.10	72.37		1	1400	7.39	Trace				clear	6
6:00			4620	254.60	66.20	69.78		5	1600	15.84	1.05				clear	10
6:40			4604	255.20	66.80	68.92		5	1600	13.72	1.05				clear	10
7:20			4613	255.80	67.40	68.44		5	1600	12.67	1.05				clear	10
8:00			4610	255.90	67.50	68.29		5	1600	13.72	1.05				clear	10
8:35			4605	255.60	67.20	68.52		5	1600	12.67	1.05				clear	10
9:10			4613	255.20	67.30	68.54		5	1600	13.72	1.05				clear	10
9:50			4600	255.80	67.10	68.55		5	1600	12.67	1.05				clear	10
10:30			5150	264.90	76.50	67.32		5	1750	14.78	1.05				clear	25
11:10			5114	265.60	77.20	66.24		5	1750	13.72	1.05				clear	24
11:50			4590	256.20	67.80	67.69		5	1600	12.67	1.05				clear	10
12:20			4600	256.0	67.60	68.04		3	1600	11.61	1.05				clear	10
12:50			4585	256.60	68.20	67.22		2	1600	10.56	1.05				clear	10
1:15			4600	256.70	68.30	67.34		1	1600	8.44	1.05				clear	10
1:45			4610	256.0	67.10	68.70		3	1600	10.56	1.05				clear	10
2:15			4608	256.70	68.30	67.46		2	1600	8.44	1.05				clear	10
3:00			Add	2	Mud was	surge in										

FINAL FLOW METER READING: \_\_\_\_\_ gals

TOTAL PUMPED VOLUME: \_\_\_\_\_ gals

HOURS PUMPED THIS DAY: 10

TOTAL HOURS PUMPED TO DATE: 75



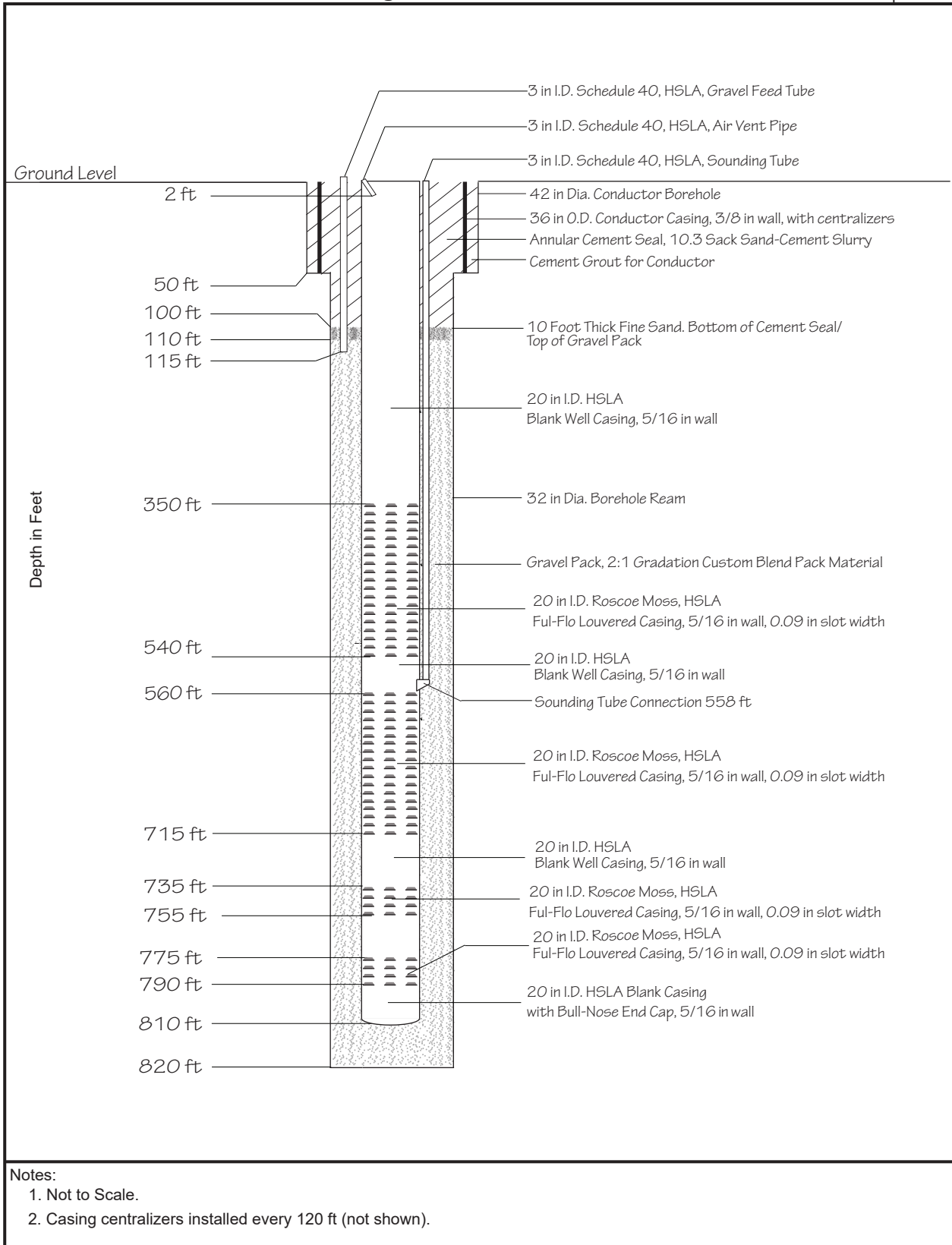
*Figure 2: Construction of McCaslin 1 well*



**Recommended Casing, Screen, and Filter Pack Design  
McCasin Well 1**

April 2024

**Rosedale-Rio Bravo Water Storage District**



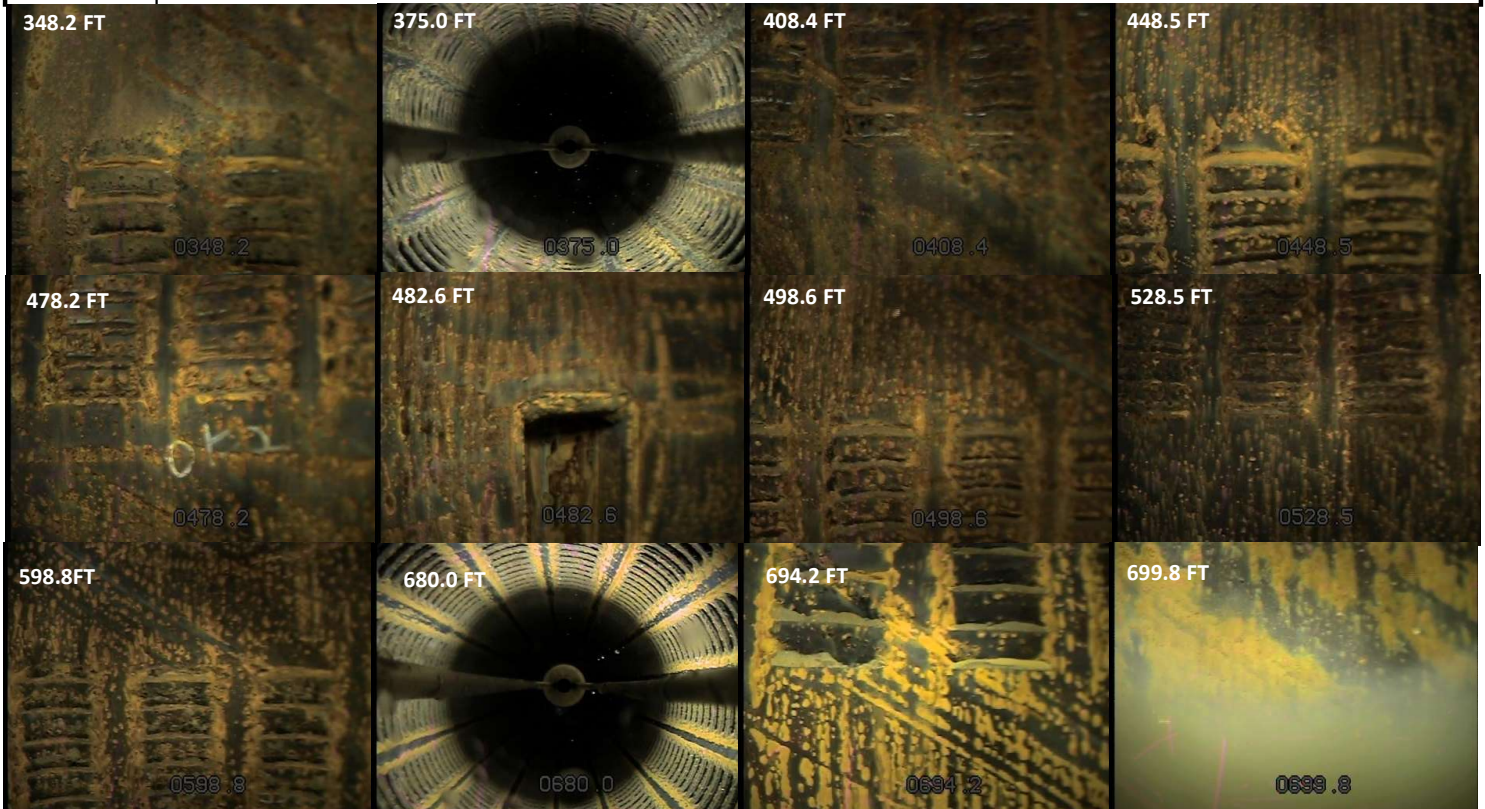
# Pacific Surveys

a full service geophysical well logging company

## Video Survey Report

<b>Company:</b> BWP 23-640	<b>Date:</b> 02-May-24	<b>Truck:</b> PS-8
<b>Well:</b> RRBWSD Bowling Well 1	<b>Run No.:</b> One	
<b>Field:</b> Bakersfield	<b>Job Ticket:</b> 30450	
<b>State:</b> California	<b>Total Depth:</b> 701.6 ft	
<b>Location:</b> S of Palm Ave & W of Greeley Rd	<b>Water Level:</b> 201.2 ft	<b>SWL:</b>
	<b>Oil on Water:</b> Yes	<b>Amount:</b> 2.0 ft
<b>GPS:</b> 35.3748 -119.2211	<b>Operator:</b> Leach	
<b>Zero Datum:</b> Ground Level	<b>Tool Zero:</b> Side-Scan	<b>Dead Space:</b> 1.75 ft
<b>Reason for Survey:</b> New Well Construction	<b>Guides Set:</b> 18 in	

Depth	Observations	Well Details	
-0.8 ft	Begin survey from top of casing. Top of casing is approximately 9 inches above ground level. All depths are reference to ground level.	<b>Perforation:</b>	<b>As-Built</b>
37.5 ft	First observed casing joint. Joint appears to be installed properly and in good condition. All following joints are in similar condition unless noted otherwise.	Ful-Flo Louvers	350 ft to 410 ft
201.2 ft	SWL. Approximately 2 ft of oil on top of water. Water appears to be cloudy, poor visibility.		450 ft to 480 ft
320.0 ft	Water column becoming less cloudy, visibility improving.		500 ft to 530 ft
348.2 ft	Top of first perforation interval. Louvers appear to be open with gravel pack visible. Minor bio-growth collecting on the wall of the casing.		600 ft to 695 ft
375.0 ft	Louvers appear to be open.		
408.4 ft	Bottom of perforation interval.		
448.5 ft	Top of second perforation interval. Louvers appear to be open with gravel pack visible.		
465.0 ft	Louvers appear to be open.		
478.2 ft	Bottom of perforation interval.		
482.6 ft	Top of sounding tube entry in well. Appears to be in good condition. Bottom at 488.6 ft.		
498.6 ft	Top of third perforation interval. Louvers appear to be open.		
520.0 ft	Louvers appear to be open with gravel pack visible.		
528.5 ft	Bottom of perforation interval.	<b>Casing Size (in)</b>	<b>As-Built</b>
598.8 ft	Top of fourth perforation interval. Louvers appear to be open.	OD ID	
650.0 ft	Louvers appear to be open with gravel pack visible.	20.625 20.00	0.0 ft to 715.0 ft
694.2 ft	Bottom of perforation interval.		
701.6 ft	Camera enters into residual mud / fill. Visibility goes to zero. End of survey.	<b>Casing Material</b>	HSLA
711.0 ft	Gyro tool sat down at 711 ft.	<b>Screen Material</b>	HSLA



# Bakersfield Well & Pump Co.

7212 Fruitvale Avenue  
Bakersfield, CA 93308

To: Rosedale-Rio Bravo Water Storage District

Progress Billing #3

849 Allen Rd.

Billing Date 4-30-2024

Bakersfield, CA 93314

JOB # 23640

Attn: Markus Nygren

## INVOICE

PO #

Ph: 661-589-6045

Job Description: Drill 20" x 790' Well# MC-1 & MC-2, 710' Well# B1 - Equip 350 HP Pumps @ Enos Ln & Brimhall Rd

Item #	Bid Item Description	Qty	Units	Unit Bid Price	Qty This Period	Period Total	Qty to Date	Total to Date
1	Mobilization	1	LS	\$ 25,000.00	0	\$ -	1	\$ 25,000.00
2	Demobilization	1	LS	\$ 25,000.00	0	\$ -	0	\$ -
3	Develop and Provide Water Supply	1	LS	\$ 5,000.00	0	\$ -	1	\$ 5,000.00
4	Environmental Compliance and Permitting Prepare, Maintain and Restore Access	1	LS	\$ 2,500.00	0	\$ -	0.5	\$ 1,250.00
5	Prepare, Maintain and Restore Access Routes	1	LS	\$ 2,500.00	0	\$ -	0.5	\$ 1,250.00

<b>(A-1)</b>	<b>General</b>	<b>\$ -</b>	<b>\$ 32,500.00</b>
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### McCasin / Bowling - New Wells (MC-1)

6	Well Move-In, Move-Out, and Clean-up	1	Ea	\$ 25,000.00	0.5	\$ 12,500.00	0.5	\$ 12,500.00
7	Drill Hole to 42-inch min. Diameter for Conductor Pipe	50	LF	\$ 200.00	0	\$ -	50	\$ 10,000.00
8	Furnish, Install and Grout 36-inch Diameter Conductor Pipe	50	LF	\$ 300.00	0	\$ -	50	\$ 15,000.00
9	Drill Pilot Hole to 18-inch max. Diameter	740	LF	\$ 80.00	770	\$ 61,600.00	770	\$ 61,600.00
10	Perform E-log of Well	1	Ea	\$ 6,122.00	1	\$ 6,122.00	1	\$ 6,122.00
11	Perform Caliper Log of Well	1	Ea	\$ 1,850.00	1	\$ 1,850.00	1	\$ 1,850.00
12	Ream Pilot Hole to 32-inch min. Diameter (for 20" casing)	740	LF	\$ 80.00	770	\$ 61,600.00	770	\$ 61,600.00
13	Furnish and Install 20-inch Diameter HSLA – Corten Unperforated Well Casing	425	LF	\$ 300.00	432	\$ 129,600.00	432	\$ 129,600.00
14	Furnish and Install 20-inch Diameter HSLA – Corten Perforated Well Casing, Roscoe Moss Fulflo, 0.090"i	345	LF	\$ 434.00	380	\$ 164,920.00	380	\$ 164,920.00
15	Furnish and Install Gravel Envelope	680	LF	\$ 50.00	720	\$ 36,000.00	720	\$ 36,000.00
16	Placement of Cement Grout Annular Seal	100	LF	\$ 70.00	100	\$ 7,000.00	100	\$ 7,000.00
17	Furnish and Install 3" Gravel Tube	115	LF	\$ 26.00	117	\$ 3,042.00	117	\$ 3,042.00
18	Furnish and Install 3" Air Vent Pipe	5	LF	\$ 100.00	0	\$ -	0	\$ -
19	Furnish and Install 3" Sounding Tube/Camera Port	538	LF	\$ 55.00	562	\$ 30,910.00	562	\$ 30,910.00
20	Swab and Airlift Well	48	Hrs	\$ 350.00	0	\$ -	0	\$ -
21	Develop Well – Pumping and Surging	60	Hrs	\$ 300.00	0	\$ -	0	\$ -
22	Test Pump of Well – Step-Drawdown and Continuous	36	Hrs	\$ 300.00	0	\$ -	0	\$ -
23	Video Log of Well	1	Ea	\$ 1,679.00	0	\$ -	0	\$ -
24	Alignment/Deviation Survey	1	Ea	\$ 2,000.00	0	\$ -	0	\$ -
25	Gyroscopic Survey	1	Ea	\$ 2,000.00	0	\$ -	0	\$ -
26	Dynamic Flow Meter Survey	1	Ea	\$ 4,222.00	0	\$ -	0	\$ -
27	Chemical Development	345	LF	\$ 5.00	380	\$ 1,900.00	380	\$ 1,900.00
28	Well Disinfection and Capping	1	Ea	\$ 1,000.00	0	\$ -	0	\$ -

<b>Single Well Subtotal</b>	<b>\$ 517,044.00</b>	<b>\$ 542,044.00</b>
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### McCasin / Bowling - New Wells (MC-2)

6	Well Move-In, Move-Out, and Clean-up	1	Ea	\$ 25,000.00	0.5	\$ 12,500.00	1	\$ 25,000.00
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## Bakersfield Well & Pump Co.

7212 Fruitvale Avenue

Bakersfield, CA 93308

Item #	Bid Item Description	Qty	Units	Unit Bid Price	Qty This Period	Period Total	Qty to Date	Total to Date
7	Drill Hole to 42-inch min. Diameter for Conductor Pipe	50	LF	\$ 200.00	0	\$ -	50	\$ 10,000.00
8	Furnish, Install and Grout 36-inch Diameter Conductor Pipe	50	LF	\$ 300.00	0	\$ -	50	\$ 15,000.00
9	Drill Pilot Hole to 18-inch max. Diameter	740	LF	\$ 80.00	0	\$ -	750	\$ 60,000.00
10	Perform E-log of Well	1	Ea	\$ 6,122.00	0	\$ -	1	\$ 6,122.00
11	Perform Caliper Log of Well	1	Ea	\$ 1,850.00	1	\$ 1,850.00	1	\$ 1,850.00
12	Ream Pilot Hole to 32-inch min. Diameter (for 20" casing)	740	LF	\$ 80.00	760	\$ 60,800.00	760	\$ 60,800.00
13	Furnish and Install 20-inch Diameter HSLA – Corten Unperforated Well Casing	425	LF	\$ 300.00	467	\$ 140,100.00	467	\$ 140,100.00
14	Furnish and Install 20-inch Diameter HSLA – Corten Perforated Well Casing, Roscoe Moss Fulflo, 0.090" 1	345	LF	\$ 434.00	335	\$ 145,390.00	335	\$ 145,390.00
15	Furnish and Install Gravel Envelope	680	LF	\$ 50.00	710	\$ 35,500.00	710	\$ 35,500.00
16	Placement of Cement Grout Annular Seal	100	LF	\$ 70.00	100	\$ 7,000.00	100	\$ 7,000.00
17	Furnish and Install 3" Gravel Tube	115	LF	\$ 26.00	117	\$ 3,042.00	117	\$ 3,042.00
18	Furnish and Install 3" Air Vent Pipe	5	LF	\$ 100.00	0	\$ -	0	\$ -
19	Furnish and Install 3" Sounding Tube/Camera Port	538	LF	\$ 55.00	547	\$ 30,085.00	547	\$ 30,085.00
20	Swab and Airlift Well	48	Hrs	\$ 350.00	48	\$ 16,800.00	48	\$ 16,800.00
21	Develop Well – Pumping and Surging	60	Hrs	\$ 300.00	75	\$ 22,500.00	75	\$ 22,500.00
22	Test Pump of Well – Step-Drawdown and Continuous	36	Hrs	\$ 300.00	0	\$ -		\$ -
23	Video Log of Well	1	Ea	\$ 1,679.00	0	\$ -	0	\$ -
24	Alignment/Deviation Survey	1	Ea	\$ 2,000.00	0	\$ -	0	\$ -
25	Gyroscopic Survey	1	Ea	\$ 2,000.00	0	\$ -	0	\$ -
26	Dynamic Flow Meter Survey	1	Ea	\$ 4,222.00	0	\$ -	0	\$ -
27	Chemical Development	345	LF	\$ 5.00	335	\$ 1,675.00	335	\$ 1,675.00
28	Well Disinfection and Capping	1	Ea	\$ 1,000.00	0	\$ -	0	\$ -

**Single Well Subtotal \$ 477,242.00 \$ 580,864.00**

29	Zone Testing for One Well - Per Zone (Up to 4 Total - See Item Description)	4	Ea	\$ 15,000.00	0	\$ -	4	\$ 60,000.00
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**Sub-1 "Two Well Subtotal" plus the cost of the Item \$ 477,242.00 \$ 640,864.00**

### McCaslin / Bowling - New Well (B1)

30	Well Move-In, Move-Out, and Clean-up	1	Ea	\$ 25,000.00	0	\$ -	1	\$ 25,000.00
31	Drill Hole to 42-inch min. Diameter for Conductor Pipe	50	LF	\$ 200.00	0	\$ -	50	\$ 10,000.00
32	Furnish, Install and Grout 36-inch Diameter Conductor Pipe	50	LF	\$ 300.00	0	\$ -	50	\$ 15,000.00
33	Drill Pilot Hole to 18-inch max. Diameter	660	LF	\$ 80.00	0	\$ -	685	\$ 54,800.00
34	Perform E-log of Well	1	Ea	\$ 6,122.00	0	\$ -	1	\$ 6,122.00
35	Perform Caliper Log of Well	1	Ea	\$ 1,850.00	0	\$ -	1	\$ 1,850.00
36	Ream Pilot Hole to 32-inch min. Diameter (for 20" casing)	660	LF	\$ 80.00	0	\$ -	685	\$ 54,800.00
37	Furnish and Install 20-inch Diameter HSLA – Corten Unperforated Well Casing	430	LF	\$ 300.00	0	\$ -	502	\$ 150,600.00
38	Furnish and Install 20-inch Diameter HSLA – Corten Perforated Well Casing, Roscoe Moss Fulflo, 0.080" 2	260	LF	\$ 434.00	0	\$ -	215	\$ 93,310.00

## Bakersfield Well & Pump Co.

7212 Fruitvale Avenue  
Bakersfield, CA 93308

Item #	Bid Item Description	Qty	Units	Unit Bid Price	Qty This Period	Period Total	Qty to Date	Total to Date
39	Furnish and Install Gravel Envelope	410	LF	\$ 50.00	0	\$ -	435	\$ 21,750.00
40	Placement of Cement Grout Annular Seal	300	LF	\$ 70.00	0	\$ -	300	\$ 21,000.00
41	Furnish and Install 3" Gravel Tube	315	LF	\$ 26.00	0	\$ -	317	\$ 8,242.00
42	Furnish and Install 3" Air Vent Pipe	5	LF	\$ 100.00	0	\$ -	0	\$ -
43	Furnish and Install 3" Sounding Tube/Camera Port	600	LF	\$ 55.00	0	\$ -	482	\$ 26,510.00
44	Swab and Airlift Well	48	Hrs	\$ 350.00	0	\$ -	48	\$ 16,800.00
45	Develop Well - Pumping and Surging	60	Hrs	\$ 300.00	60	\$ 18,000.00	60	\$ 18,000.00
46	Test Pump of Well - Step-Drawdown and Continuous	36	Hrs	\$ 300.00	36	\$ 10,800.00	36	\$ 10,800.00
47	Video Log of Well	1	Ea	\$ 1,679.00	1	\$ 1,679.00	1	\$ 1,679.00
48	Alignment/Deviation Survey	1	Ea	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
49	Gyroscopic Survey	1	Ea	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
50	Dynamic Flow Meter Survey	1	Ea	\$ 4,222.00	0	\$ -	0	\$ -
51	Chemical Development	260	LF	\$ 5.00	215	\$ 1,075.00	215	\$ 1,075.00
52	Well Disinfection and Capping	1	Ea	\$ 1,000.00	0	\$ -	0	\$ -
<b>Sub-2</b>	<b>Single Well (B1) Subtotal plus the cost of item</b>					<b>\$ 35,554.00</b>		<b>\$ 541,338.00</b>
53	Existing Well Abandonment	400	LF	\$ 50.00	0	\$ -	400	\$ 20,000.00
<b>Sub-2</b>	<b>Single Well (B1) Subtotal plus the cost of item</b>					<b>\$ 35,554.00</b>		<b>\$ 561,338.00</b>
<b>Total Amount For Schedule "A-1" (Base Contract)</b>								

<b>Optional Items and Add/Deducts (Not Included In Bid Totals)</b>								
Item #	Bid Item Description	Qty	Units	Unit Bid Price	Qty This Period	Period Total	Qty to Date	Total to Date
53	Furnish and Install 20" Diameter Well Compression Section	1	Ea	\$ 14,582.00	0	\$ -	0	\$ -
54	Well Borehole Abandonment		LF	\$ 12,750.00	0	\$ -	0	\$ -
55	Idle Time (for additional hours not included in the bid per the specifications)		Hrs	\$ 350.00	0	\$ -	0	\$ -
56	12'x12' Pedestal-Style Concrete Pump Foundation	3	Ea	\$ 7,500.00	0	\$ -	0	\$ -
57	Furnish and Install 350 HP Well Pumping Unit With Electric Motor	3	Ea	\$ 42,794.00	0	\$ -	0	\$ -
58	Furnish and Install 12-Inch Steel Column Tube and Shaft	1620	LF	\$ 190.00	0	\$ -	0	\$ -
59	Furnish and Install Vertical Turbine Pumping Unit	3	Ea	\$ 63,654.00	0	\$ -	0	\$ -
60	Furnish and Install Suction Extension	3	Ea	\$ 1,500.00	0	\$ -	0	\$ -

**Bakersfield Well & Pump Co.**  
 7212 Fruitvale Avenue  
 Bakersfield, CA 93308

Item #	Bid Item Description	Qty	Units	Unit Bid Price	Qty This Period	Period Total	Qty to Date	Total to Date
61	Furnish and Install 12-Inch Steel Discharge Piping Assembly, Complete With Valves, Flowmeter, Airvents, Couplings, & All Other Appurtenances at Well Site (Details A-19 and B-19)	3	Ea	\$ 27,405.00	0	\$ -	0	\$ -
62	Furnish and Install Panel Shade Structure	3	Ea	\$ 8,500.00	0	\$ -	0	\$ -
63	Furnish and Install Panel Security Structure	3	Ea	\$ 1,500.00	0	\$ -	0	\$ -
64	Furnish and Install Well Enclosure - Painted by BWP	3	Ea	\$ 25,972.00	0	\$ -	0	\$ -
65	Furnish and Install Electrical Service (via Pad Mount Transformer), Metering Panel, VFD Control Panel, Instrumentation & Monitoring Panel, All Wiring & Controls, and All Other Electrical Appurtenances at Well Site	3	Ea	\$ 256,000.00	0	\$ -	0	\$ -
66	Security Pole & Light (Detail C-33)	1	Ea	\$ 5,000.00	0	\$ -	0	\$ -

**Sub-3 - New Wells Equipping Subtotal**    \$ -    \$ -

**TOTALS**    \$ **1,029,840.00**    \$ **1,776,746.00**

Prepared By:     Date: 4/30/24

Signed By: \_\_\_\_\_  
 John C. Zimmerer    Date

Approved By: \_\_\_\_\_  
 Markus Nygren    Date

	Total To Date
Amount Earned	\$ 1,776,746.00
Amount Retained @ 5%	\$ (88,837.30)
Previous Billing(s)	\$ (709,560.70)
<b>Total Due</b>	<b>\$ 978,348.00</b>

**AGENDA  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS  
SPECIAL MEETING**

May 13, 2024  
10:30 AM

Rosedale Rio-Bravo Water Storage District  
849 Allen Road  
Bakersfield, CA 93314

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618  
2<sup>nd</sup> Floor Committee Room

This meeting will be made available to the public telephonically/electronically.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:

Via Web: <https://zoom.us/j/83815086560>  
Meeting Number (Access Code): 838 1508 6560  
Meeting Password: 982590  
Telephone Dial In: (669) 900-6833

*As a courtesy to the other participants, please mute your phone when you are not speaking.*

**PLEASE NOTE:** Participants joining the meeting will be placed into the lobby when the Board enters closed session. Participants who remain in the “lobby” will automatically be returned to the open session of the Board once the closed session has concluded. Participants who join the meeting while the Board is in closed session will be placed in the waiting room. When the Board has returned to open session, the participants will be automatically added to the meeting.

**CALL TO ORDER**      10:30 a.m.

**ROLL CALL**              Directors Pierucci, Selvidge, Reinhart, Swan

**PUBLIC COMMENT  
NOTICE**

If you wish to address the Board of Directors on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com) before 5:00 p.m. on May 12, 2024.

**ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE**

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## 1. COMMUNICATIONS TO THE BOARD

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- a) Written:
- b) Oral:

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## 2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

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## 3. CONSENT ITEMS

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- a) Meeting Minutes February 5, 2024

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## 4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

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- a) Consideration of 3<sup>rd</sup> Quarter Budget to Actual- FYE June 30, 2024 (Eileen)
- b) Consideration of FYE June 30, 2025 Budget (Eileen)
- c) Consideration of FYE June 30, 2024 Audit Proposal (Eileen)

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## 5. KERN FAN GROUNDWATER STORAGE PROJECT

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- a) Engineering (Dan)
  - i. Design Update
  - ii. Conveyance Alternatives Evaluation – Consideration of Budget Augmentation
  - iii. Construction Update
  - iv. Consideration of Bids for West Enos Recharge Facilities - Structures
  - v. Consideration of Change Order – Highway 58 Culvert Casing
- b) Grant Funding Update (Fiona)
- c) Small Storage Funding Concept (Fiona)
- d) State Agreements Update (Fiona)

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## 6. GENERAL MANAGER'S REPORT

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## 7. OTHER BUSINESS

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.



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**8. CLOSED SESSION**

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- a) CLOSED SESSION CONFERENCE WITH REAL PROPERTY  
NEGOTIATORS – Pursuant to Government Code Section 54956.8:

*Property:* Parcels 104-260-08

*Agency negotiators:* Dan Bartel

*Negotiating parties:* Marc McCaslin and Groundwater Banking Joint  
Powers Authority

*Under negotiation:* Price and Terms of Payment

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**9. OPEN SESSION**

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General Counsel may announce any reportable actions taken during Closed  
Session.

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**10. ADJOURN**

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Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection by contacting Megan Misuraca at [mmisuraca@rbwsd.com](mailto:mmisuraca@rbwsd.com). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available to the public at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically during the meeting.

Accommodations: Upon request, the Authority will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to [mmisuraca@rbwsd.com](mailto:mmisuraca@rbwsd.com). Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

DECLARATION OF POSTING: I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before May 8, 2024. I, Kristine Swan, declare under penalty of perjury, that I am employed by the Irvine Ranch Water District and I posted the foregoing Agenda at the District Office on or before May 8, 2024.

**BOARD OF DIRECTORS  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
MINUTES OF THE REGULAR BOARD MEETING**

February 5, 2024  
2:00 PM

**DIRECTORS AND ALTERNATES PRESENT**

Roy Pierucci  
Peer Swan  
Doug Reinhart  
Jason Selvidge

**DIRECTORS ABSENT**

**OTHERS PRESENT**

Doug Gosling- JPA Legal Counsel  
Dan Bartel- RRBWSD  
Dan Raytis- RRBWSD Legal Counsel  
Megan Misuraca- RRBWSD  
Fiona Sanchez- IRWD  
Eileen Lin- IRWD  
Paul Weghorst- IRWD  
Kent Morris- IRWD  
Paul Cook- IRWD  
Wyatt Clarke- IRWD  
Neveen Adly- IRWD  
Gabby Wang- IRWD  
Herbert Ng- IRWD  
Vlad Li- IRWD  
Bob Huang- IRWD

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 2:00 p.m.

**PUBLIC COMMENT NOTICE**

There were no public comments.

**1. COMMUNICATIONS TO THE BOARD**

- a). Written: None.
- b). Oral: None.

**2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

None.

**3. CONSENT ITEMS**

- a) Meeting Minutes December 7, 2023

A motion was made by Director Selvidge with a second by Director Reinhart to adopt the consent items. A roll call vote was taken and the motion unanimously passed.

#### **4. JPA ADMINISTRATIVE AND FINANCIAL REPORT**

- a) Consideration of 2<sup>nd</sup> Quarter Budget to Actual- FYE June 30, 2024 and Cash Call- Upon the Board's review of Ms. Lin's report a motion was made by Director Swan with a second by Director Reinhart to receive and file the 2<sup>nd</sup> Quarter FYE June 30, 2024 budget to actual report with no cash call requested at this time. A roll call vote was taken and the motion unanimously passed.
- b) Consideration of Termination of Emergency Declaration- Mr. Gosling reported on updated water and emergency conditions. A motion was made by Director Selvidge with a second by Director Reinhart to terminate the emergency action under Resolution No. 2023-03. A roll call vote was taken and the motion unanimously passed.

#### **5. KERN FAN GROUNDWATER STORAGE PROJECT**

- a) Engineering
  - i. Design Update- Mr. Bartel briefed the Board on the latest design efforts.
  - ii. Conveyance Alternatives- Mr. Bartel reviewed correspondence sent to Kern County Water Agency from the JPA regarding Aqueduct Capacity Analysis.
  - iii. Construction Update- Mr. Bartel reported staff had completed the cultural meeting and training and construction would begin in the next week.
- b) Grant Funding Update- Ms. Sanchez briefed the Board on the latest grant funding opportunities and reported staff was preparing a presentation for the California Water Commission in April.
- c) State Agreements Update- SEIR Pulse Flows- Ms. Sanchez briefed the Board on latest efforts to obtain agreements with the Department of Water Resources including the SEIR.

#### **6. GENERAL MANAGER'S REPORT**

No report.

#### **7. OTHER BUSINESS**

None.

#### **8. CLOSED SESSION**

At 2:47 p.m. President Pierucci announced the Board would enter closed session. The Board reconvened to open session at 3:03 p.m.

**9. OPEN SESSION**

Mr. Gosling announced there were no reportable actions taken during closed session.

**10. ADJOURN**

Director Pierucci adjourned the meeting at 3:04 p.m.

ATTEST:

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Authority Secretary

May 13, 2024  
Prepared by: Fiona  
Sanchez/ Vladimir Li/  
Elizabeth Pham  
Agenda Item: 4a

FY 2023-24 Quarterly Actual to Budget Results

DISCUSSION:

The quarterly unaudited actual to budget and forecast results for capital and operating expenditures for the nine-month period ending March 31, 2024, is attached as Exhibit "A".

The nine-month year to date total expenditures were \$190K compared to a budget of \$3M. Actual expenditures were \$1.7M or 57% under budget. This is primarily due to lower expenditures related to the timing of engineering design and construction of the capital project. Construction of the permanent facilities was delayed to establish temporary facilities at West Enos in order to maximize recharge benefits in 2023. Additionally, the GBJPA received \$1.07M in unbudgeted grant revenue from the Bureau of Reclamation's Small Storage Program. Exhibit "A" provides additional comments.

The full year budget projection is \$3.1M compared to the full year forecast of \$91.5K. This is primarily due to the delay in construction of the permanent facilities and forecasted receipt of \$1.5M in federal grant funding revenue.

RECOMMENDATION:

Receive and File.

LIST OF EXHIBITS:

Exhibit "A" – FY 2023-24 Actual to Budget Results (Unaudited)

**Exhibit "A"**  
**Groundwater Banking Joint Powers Authority**  
**Actual to Budget Results (Unaudited)**  
**Fiscal Year 2023-24**

(in hundreds)

	Actual 03/31/24 (Unaudited)	Budget 03/31/24	Budget to Actual (Over)/Under	Budget Variance %	Approved FY 2023-24 Budget	Forecast Full Year FY 2023-24	Forecast (Over)/ Under	FY2023-24 Budget Variance/Forecast Comments
<b>Kern Fan Groundwater Capital Project</b>								
Engineering - Planning and Design Staff	\$ 40,800	\$ 78,300	\$ 37,500	48%	\$ 104,400	\$ 54,400	\$ (50,000)	Temporary Basins/Timing of Expenditures
Grant Administration and Reporting	5,000	5,100	100	2%	6,700	6,700	-	
JPA Administration	35,200	43,200	8,000	19%	57,600	47,000	(10,600)	
Supplemental Environmental Impact Report	200	14,200	14,000	99%	15,200	200	(15,000)	Timing, moved to FY 2024/25
Agreements with State Agencies	15,000	15,300	300	2%	20,400	16,000	(4,400)	
Engineering Design - Consultants	75,200	280,000	204,800	73%	310,000	80,000	(230,000)	Temporary Basins/Timing of Expenditures
Engineering CA&I - Outside	12,900	108,400	95,500	88%	108,400	51,600	(56,800)	Temporary Basins/Timing of Expenditures
Construction	620,400	1,993,200	1,372,800	69%	1,993,200	827,200	(1,166,000)	Temporary Basins/Timing of Expenditures
Legal JPA	8,000	48,600	40,600	84%	72,300	10,500	(61,800)	Timing, moved to FY 2024/25
Development of Agreement with FWS	-	-	-	0%	7,500	-	(7,500)	Timing, moved to FY 2024/25
Development of Agreement with DWR	-	5,000	5,000	100%	10,000	-	(10,000)	Timing, moved to FY 2024/25
Environmental	30,700	8,400	(22,300)	-265%	8,400	30,700	22,300	NEPA for Phase 1 completed
Permitting	2,700	20,000	17,300	87%	20,000	2,700	(17,300)	Timing of expenditures
<b>Capital Project Total</b>	<b>846,100</b>	<b>2,619,700</b>	<b>1,773,600</b>	<b>68%</b>	<b>2,734,100</b>	<b>1,127,000</b>	<b>(1,607,100)</b>	
<b>Operating Expense</b>								
West Enos Recharge Facility	394,800	319,800	(75,000)	-23%	319,800	394,800	75,000	Temporary Basins. Complete as of 12/31/23
Administration/Management	29,700	53,100	23,400	44%	70,900	55,000	(15,900)	Lower staff time than anticipated. More hours anticipated for FY end
Audit	5,800	5,800	-	0%	5,800	5,800	-	
Bank Charges	4,300	2,400	(1,900)	-79%	3,200	5,900	2,700	Bank fees higher than anticipated.
Insurance	4,800	5,200	400	8%	6,900	6,900	-	
Membership	1,000	1,000	-	0%	1,000	1,000	-	
Website Maintenance	900	1,000	100	10%	1,000	900	(100)	
<b>Operating Expense Total</b>	<b>441,300</b>	<b>388,300</b>	<b>(53,000)</b>	<b>-14%</b>	<b>408,600</b>	<b>470,300</b>	<b>61,700</b>	
<b>Revenue</b>								
Interest Revenue	(4,300)	(2,400)	1,900	79%	(3,200)	(5,900)	(2,700)	Interest revenue higher than anticipated.
Grants	(1,092,700)	-	-	0%	-	(1,300,000)	-	USBR Small Storage Grant
<b>Revenue Total</b>	<b>(1,097,000)</b>	<b>(2,400)</b>	<b>1,900</b>	<b>79%</b>	<b>(3,200)</b>	<b>(1,305,900)</b>	<b>(2,700)</b>	
<b>Total</b>	<b>\$ 190,400</b>	<b>\$ 3,005,600</b>	<b>\$ 1,722,500</b>	<b>57%</b>	<b>\$ 3,139,500</b>	<b>\$ 291,400</b>	<b>\$ (1,548,100)</b>	

May 13, 2024  
Prepared by: Fiona Sanchez/ Vladimir  
Li/ Elizabeth Pham  
Agenda Item: 4b

GBJPA Proposed FY2024-25 Budget and Cash Call

DISCUSSION:

The proposed \$11.2M budget for the Fiscal Year (FY) 2024-25 is attached as Exhibit “A” and includes both capital and operating expenses.

As shown in Exhibit “A”, the proposed \$11.2M budget reflects an increase of \$8.1M compared to the prior year’s \$3.1M approved budget. The increase is primarily due to the delay in construction of the permanent Phase 1 facilities in order to construct temporary facilities at the West Enos property, and lower expenditures in engineering design and construction costs for FY2023-24.

Based on the remaining forecasted expenditures for FY 2023-24 and the proposed FY2024-25 first quarter budget, a cash call for \$3M is requested in May 2024. Each partner will be requested to fund \$1.5M into the GBJPA bank account in May 2024.

RECOMMENDATION:

That the Board approve the adoption of the FY2024-25 budget and the May 2024 cash call.

LIST OF EXHIBITS:

Exhibit “A” – GBJPA Proposed FY2024-25 Budget

**Exhibit "A"**  
**Groundwater Banking Joint Powers Authority**  
**Proposed Budget**  
**Proposed Budget FY 2024-25**

	Unaudited FY 2023-24 Actual (As of 3/31/24)	FY 2023-24 Full Year Forecast (Q3 Numbers)	Approved FY 2023-24 Budget	Proposed FY 2024-25 Budget	\$ Increase /(Decrease) from PY Budget	% Increase /(Decrease) from PY Budget
<b>Kern Fan Groundwater Capital Project</b>						
Engineering - Planning and Design Staff	\$ 40,800	\$ 54,400	\$ 104,400	\$ 81,000	\$ (23,400)	-22%
CWC and USBR Feasibility Studies	-	-	-	2,000	2,000	100%
Grant Administration and Reporting	5,000	6,700	6,700	14,300	7,600	113%
JPA Administration	35,200	47,000	57,600	55,500	(2,100)	-4%
Supplemental Environmental Impact Report	200	200	15,200	23,300	8,100	53%
Agreements with State Agencies	15,000	16,000	20,400	14,300	(6,100)	-30%
Engineering Design - Consultants	75,200	80,000	310,000	1,230,000	920,000	297%
Engineering CA&I - Outside	12,900	51,600	108,400	1,320,000	1,211,600	1118%
Construction	620,400	827,200	1,993,200	10,755,000	8,761,800	440%
Legal JPA	8,000	10,500	72,300	15,500	(56,800)	-79%
Development of Agreement with FWS	-	-	7,500	-	(7,500)	-100%
Development of Agreement with DWR	-	-	10,000	-	(10,000)	-100%
Environmental	30,700	30,700	8,400	95,300	86,900	1035%
Property Pre-Acquisition	-	-	-	50,000	50,000	100%
Permitting	2,700	2,700	20,000	2,000	(18,000)	-90%
<b>Capital Project Total</b>	<b>846,100</b>	<b>1,127,000</b>	<b>2,734,100</b>	<b>13,658,200</b>	<b>10,924,100</b>	<b>400%</b>
<b>Operating Expense</b>						
West Enos Recharge Facility	394,800	394,800	319,800	-	(319,800)	-100%
Administration/Management	29,700	55,000	70,900	70,700	(200)	0%
Audit	5,800	5,800	5,800	9,500	3,700	64%
Bank Charges	4,300	5,900	3,200	6,000	2,800	88%
Insurance	4,800	6,900	6,900	6,900	-	0%
Membership	1,000	1,000	1,000	1,100	100	10%
Website Maintenance	900	900	1,000	1,000	-	0%
<b>Operating Expense Total</b>	<b>441,300</b>	<b>470,300</b>	<b>408,600</b>	<b>95,200</b>	<b>(313,400)</b>	<b>-77%</b>
<b>Non-Operating Income</b>						
Interest Revenue	(4,300)	(5,900)	(3,200)	(6,000)	(2,800)	88%
Grants	(1,092,700)	(1,300,000)	-	(2,500,000)	(2,500,000)	100%
<b>Non-Operating Income Total</b>	<b>(1,097,000)</b>	<b>(1,305,900)</b>	<b>(3,200)</b>	<b>(2,506,000)</b>	<b>(2,502,800)</b>	<b>78213%</b>
<b>Total</b>	<b>\$ 190,400</b>	<b>\$ 291,400</b>	<b>\$ 3,139,500</b>	<b>\$ 11,247,400</b>	<b>\$ 8,107,900</b>	<b>258%</b>



May 13, 2024  
Prepared by: Eileen Lin  
Agenda Item: 4C

Recommendation of Independent Audit Firm

DISCUSSION:

Section 9b of the Bylaws of Groundwater Banking Joint Powers Authority (GBJPA) states that the Board of Directors shall select an Auditor in the manner provided by law. California government code Section 6505 requires Joint Power Authorities to have an annual independent audit and make the audited financial statements available on its website.

Last Fiscal Year (FY) 2022-23, Davis Farr, LLP conducted the audit for the GBJPA. Their audit proposal for this FY2023-24 is attached as "Exhibit A". The proposal is for a fixed price fee of \$5,980 plus possible Single Audit fees relating to the USBR grant not to exceed \$3,500. Staff is familiar with Davis Farr, LLP and recommends them due to their professionalism, partner and staff competency.

RECOMMENDATION:

That the Board confirm the selection of Davis Farr, LLP to perform the audit for the fiscal year ending June 30, 2024.

LIST OF EXHIBITS:

Exhibit "A" – Davis Farr, LLP audit proposal

**April 2, 2024**

**Groundwater Banking Joint Powers Authority**  
**Neveen Adly**  
**15600 Sand Canyon Ave**  
**Irvine, CA 92619**

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide **Groundwater Banking Joint Powers Authority** (the "Authority").

You have requested that we audit the business-type activities of the Authority, as of June 30, 2024 and for the year then ended and the related notes, which collectively comprise the Authority's basic financial statements as listed in the table of contents. In addition, we will audit the Authority's compliance over major federal award programs for the fiscal year ended June 30, 2024, as necessary.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Authority's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Authority complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information ("RSI") such as management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These

limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

Supplementary information other than RSI will accompany the Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule of Expenditures of Federal Awards

**Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

**Auditor Responsibilities**

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from

fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control.<sup>2</sup> However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

## **Reporting**

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of the Authority's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in

accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Authority's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Authority's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

## Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.
  - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities;
- f. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- g. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- h. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- i. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- j. For informing us of any known or suspected fraud affecting the Authority involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- k. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and

that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

### **Nonattest Services**

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries detected during the audit, if applicable, to be reviewed and approved by the Authority's management.

We will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Authority with regard to tax positions taken in the preparation of the tax return, but the Authority must make all decisions with regard to those matters.

### **Engagement Fees**

We estimate that our fixed fees for the services previously outlined will be as follows:

Audit of Financial Statements	\$ 5,980
Single Audit of Federal Awards*	3,500

The single audit fee includes one major program. If additional programs require auditing, they will be added at an additional cost of \$2,500 per additional program.

Additionally, our fees are dependent on the availability, quality, and completeness of the Authority's records and, where applicable, upon the Authority's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our

planning work (e.g., Authority employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.).

Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable.

### **Other Engagement Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Enclosed, as required by *Government Auditing Standards*, is a copy of the report on the most recent peer review of our firm.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Jennifer Farr is the engagement partner responsible for supervising the engagement and signing the report.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the Authority's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and



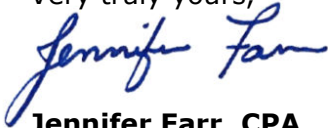
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Davis Farr LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Davis Farr LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to provide these services and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,



**Jennifer Farr, CPA**  
Davis Farr LLP

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The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

**Groundwater Banking Joint Powers Authority**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## Report on the Firm's System of Quality Control

### **Davis Farr LLP**

and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Davis Farr LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and examination of a service organization (SOC 1 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **CPAs ■ Advisors**

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 [www.gylcpa.com](http://www.gylcpa.com)

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Davis Farr LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Davis Farr LLP has received a peer review rating of *pass*.

***GYL LLP***

Ontario, California  
August 8, 2022



**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799



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**KERN FAN GROUNDWATER STORAGE PROJECT**

**PREPARED FOR:** Groundwater Banking Joint Powers Authority (GBJPA) File

**PREPARED BY:** Curtis Skaggs, P.E.

**DATE:** May 1, 2024

**SUBJECT:** ***Kern Fan Groundwater Storage Project – Task No. 1  
Engineering Professional Services***

**I. DP#1 “Recharge Basins & Infrastructure” – MCE/AECOM**

MCE and AECOM have provided final design drawings for the West Enos Recharge Basin Facilities and also provided 60% level drawings for the Stockdale North Recharge Basin Facilities.

The final design drawings for West Enos were utilized to proceed with the construction of the earthwork for the Recharge Basin Facilities and to proceed with construction for the basin structures such as the interbasin structures, the Enos Lane crossing, and the Goose Lake Turnout.

Contracts were executed with Lonnie A. Cross Land Leveling on January 8<sup>th</sup>, 2024 with a Notice to Proceed date of February 9<sup>th</sup>, 2024. As of April 26<sup>th</sup>, Lonnie Cross Land Leveling is approximately 51% complete with the earthwork. They have constructed the levee embankments for Basins 3 and 4 and are currently working on the levee embankments for Basins 1 and 2. They are expected to be completed in late June or early July.

In addition, contracts were executed with All-State Boring on January 26<sup>th</sup>, 2024 with a Notice to Proceed date of February 29<sup>th</sup>, 2024. Material has been delivered to the project site. All-State is anticipated to begin work in May or June.

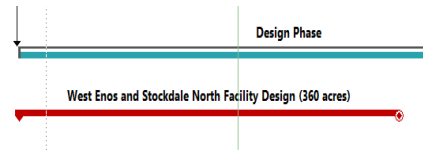
The bid package for the West Enos structures was issued in late February. Bids are due May 1, 2024.

MCE has addressed comments received on the 60% level drawings for Stockdale North and will begin working to final the earthwork plans and structure plans for bidding purposes.

Schedule:

Anticipating having completed Recharge Basin earthwork plans and structure plans by September 2024 from MCE.

Design Phase	1234 days	Wed 6/1/22	Mon 2/22/27
West Enos and Stockdale North Facility Design (360 acres)	870 days	Wed 6/1/22	Tue 9/30/25



Next Deliverable:

- 100% Level Plans for Stockdale North

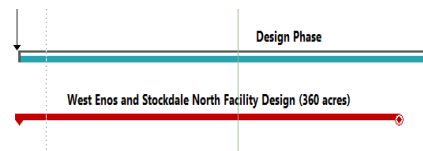
**II. DP#2 “Recovery Wells” – Zeiders**

The West Enos Recharge Basin Facilities plans have been provided to Zeiders Consulting to begin preparation of plans and specifications for the recovery well facilities on the property. Zeiders will work with Tom Harder to prepare the well drilling and well equipping documents for bidding purposes. These are planned to include one new well on West Enos, the rehabilitation and use of one existing agricultural well on West Enos, and two new wells on Stockdale North. Zeiders anticipates submitting 90% level plans and specifications for review in August or September 2024.

Schedule:

Anticipate having 90% level plans and specifications for review by September 2024.

Design Phase	1234 days	Wed 6/1/22	Mon 2/22/27
West Enos and Stockdale North Facility Design (360 acres)	870 days	Wed 6/1/22	Tue 9/30/25



Next Deliverable:

- 90% Level Plans and Specifications
- 100% Level Plans and Specifications

**III. DP#3 (Aqueduct Turnout) and DP#4 (Conveyance Facilities) – Stantec/Dahl/P&P**

Stantec has been working with DWR and HDR on analysis and evaluation of the Aqueduct’s ability to provide water to the Kern Fan Project.

DWR/HDR performed hydraulic modeling and a delivery capability analysis for the existing Cross Valley Canal (CVC) turnouts, an independent Kern Fan turnout, and a joint works alternative modifying the existing Greater Bakersfield Turnouts. The hydraulic analyses indicated that the existing CVC turnout is not

impacted by an independent Kern Fan turnout. The estimated maximum hydraulic capacity of the CVC turnout, with and without a Kern Fan turnout, is 950 cfs at the normal min water surface elevation of the aqueduct (296.53') and 1,150 cfs at the normal max water surface elevation of Pool 28 in the aqueduct (297.53'). The joint works alternative was shown to improve conditions such that the CVC has a maximum flow of 1,400 cfs and the Kern Fan of 450 cfs for a total flow of 1,850 cfs under normal min and normal max water surface elevations in Pool 28 of the aqueduct. The joint works alternative expands the effective conveyance capacity of the CVC and therefore, the combined Pool 28 water surface elevations and CVC channel capacity no longer limit the CVC hydraulic capacity.

DWR furthermore provided information regarding the capacity of the aqueduct and Pool 28 to provide an additional 450 cfs for the Kern Fan Project in a wet year. In an effort to evaluate this, the Article 21 season for 2023 was utilized. This season included the duration from March 22<sup>nd</sup>, 2023 through June 27<sup>th</sup>, 2023. The evaluation demonstrated that there was an available capacity in Pool 28 of a minimum of 450 cfs from April 19<sup>th</sup>, 2023 through June 27<sup>th</sup>, 2023 or approximately 9-10 weeks.

Next Deliverable:

- Decision Point on Aqueduct Turnout

**IV. Project Management – Dee Jaspar & Associates, Inc.**

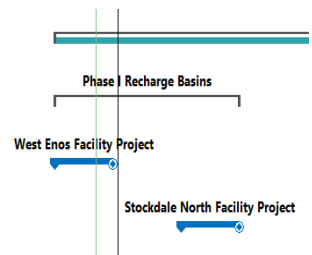
Dee Jaspar & Associates, Inc. (DJA) is working with each of the engineering teams associated with the Design Packages referenced above and managing the project design.

DJA is also providing the construction management and inspection for the West Enos Recharge Basin Facilities Project.

Schedule:

The construction management for the West Enos Recharge Basin Facilities is anticipated to continue through June 2024 and then move into the Enos Lane cased crossing, structures, and pipelines.

* Construction Phase	1534 days?	Wed 1/3/24	Mon 11/19/29
* Phase I Recharge Basins	382 days	Wed 1/3/24	Thu 6/19/25
West Enos Facility Project	120 days	Wed 1/3/24	Tue 6/18/24
Stockdale North Facility Project	120 days	Fri 1/3/25	Thu 6/19/25





April 26, 2024

**David Okita, PE**

c/o Department of Water Resources  
715 P Street  
Sacramento, California 95814

Dear David Okita, PE,

**Reference: Kern Fan Project Conveyance Scenarios**

Thank you for the information provided to date in regards to analysis and evaluation of the Aqueduct's ability to provide water to the Kern Fan Project including, but not limited to, the following:

- CA Aqueduct – CVC / Joint Works Hydraulic Model Development (Dated October 2023)
- CA Aqueduct Delivery Capability Analyses (Dated February 2024)
- Approximation of Unused 2023 Capacity during Article 21 Season (Dated April 2024)

We would like to request the preparation of a Technical Memorandum or Engineering Report that combines and summarizes the findings of the hydraulic model development, delivery capability analyses, and availability of unused capacity.

Should you have any questions or need additional clarification as to the above requested information, please call or email me directly.

Sincerely,

**GROUNDWATER BANKING JOINT POWER AUTHORITY**

A handwritten signature in blue ink, appearing to read "D. Bartel".

**Dan Bartel**

General Manager, GBJPA



**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

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April 29, 2024

Dan Bartel, General Manager  
Rosedale-Rio Bravo Water Storage District  
849 Allen Road  
Bakersfield, CA 93314

Re: Kern Fan Groundwater Banking Project – Stantec Consulting Services, Inc.  
Progress Payment No. 5

Mr. Bartel,

Attached is Progress Payment No. 5 from Stantec Consulting Services, Inc. for the above referenced project. The approved amount to be paid for Progress Payment No. 5 is \$23,179.00. The amount billed for this period pertains to the Conveyance Alignment Alternatives Analyses work specifically related to Alternative No. 5 for the Joint Works Project. This included data review, participation in project meetings, and correspondence with DWR.

Sincerely,

*Curtis Skaggs*  
Curtis M. Skaggs, P.E.  
Project Manager



**Kern Fan Groundwater Storage Project  
Stantec/Dahl/P&P**

**Design Package #3 (Aqueduct Turnout) and Design Package #4 (Conveyance Facilities)**

**Task No. 1 - Conveyance Alignment Alternatives Analyses**

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Budget Amount</u>	<u>Amount Invoiced</u>	<u>Budget Remaining</u>	<u>Percent Remaining</u>
1969096	24-Aug-22	\$ 200,683.00	\$ 32,267.20	\$ 168,415.80	84%
2000677	11-Nov-22		\$ 63,620.35	\$ 104,795.45	52%
2047766	28-Feb-23		\$ 57,609.11	\$ 47,186.34	24%
2123012	28-Aug-23		\$ 16,283.50	\$ 30,902.84	15%
2193679	12-Feb-24		\$ 23,179.00	\$ 7,723.84	4%



**INVOICE**

**Invoice Number** 2193679  
**Invoice Date** February 12, 2024  
**Customer Number** 182110  
**Project Number** 184031630

**Bill To**

Groundwater Banking Joint Powers Authority  
Dan Bartel  
c/o Rosedale Rio Bravo Water Storage District  
849 Allen Road  
Bakersfield CA 93314  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID  
11-2167170

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**Project Description:** Kern Fan Groundwater Storage Project - Task Group 1

**Stantec Project Manager:** Long, Joseph F  
**Authorization Amount:** \$200,683.00  
**Authorization Previously Billed:** \$169,780.16  
**Authorization Budget Remaining:** \$7,723.84  
**Authorization Billed to Date:** \$192,959.16  
**Current Invoice Due:** \$23,179.00  
**For Period Ending:** February 2, 2024

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INVOICE

Invoice Number

2193679

Project Number

184031630

**Top Task 100                      Project Management and Coordination**

**Low Task 100.1                      Project Management and Coordination**

**Professional Services**

<b>Billing Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Project Professional Smer, Marla Jo McGee	1.00	175.00	175.00
	<b>1.00</b>		<b>175.00</b>
Project Manager Long, Joseph F	1.00	275.00	275.00
	<b>1.00</b>		<b>275.00</b>
<b>Professional Services Subtotal</b>	<b>2.00</b>		<b>450.00</b>

**Low Task 100.1 Subtotal** **450.00**

**Low Task 100.3                      Joint-Works Turnout with Cross Valley-Concept Level Evaluation**

**Professional Services**

<b>Billing Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Assistant Professional Pendergast, Cooper S	61.00	136.00	8,296.00
Vu, Annie K (August)	3.00	136.00	408.00
	<b>64.00</b>		<b>8,704.00</b>
Project Manager Long, Joseph F	51.00	275.00	14,025.00
	<b>51.00</b>		<b>14,025.00</b>
<b>Professional Services Subtotal</b>	<b>115.00</b>		<b>22,729.00</b>

**Low Task 100.3 Subtotal** **22,729.00**

**Top Task 100 Total** **23,179.00**

**INVOICE**

Page 3 of 3

**Invoice Number**

2193679

**Project Number**

184031630

Total Fees & Disbursements

\$23,179.00

**INVOICE TOTAL (USD)**

**\$23,179.00**



**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

April 26, 2024

Dan Bartel  
c/o Groundwater Banking Joint Powers Authority (GBJPA)  
849 Allen Road  
Bakersfield, CA 93314

**Re: West Enos Recharge Facilities Emergency Project**  
***Weekly Report (Week 11)***

Mr. Bartel,

This serves as a project update for Week 11 of the West Enos Recharge Facilities Emergency Project.

<b>Project Status as of:</b>	<b>4-26-24</b>	<b>Contract Totals</b>	
Notice to Proceed <sup>1</sup> :	2-9-24	Contract Amount:	\$1,148,849.53
Contract Duration:	150	Change Orders:	-
Completion Date:	7-8-24	Revised Amount:	-
Elapsed Days:	77	Work Completed:	\$286,321.25
Remaining Days:	73	% Completed:	51%
Change Order – Days:	-		

<sup>1</sup>Notice to Proceed was set for January 22, 2024, however the District delayed the start to make sure all provisions of the grant agreement were being followed. Lonnie Cross started work on February 9<sup>th</sup> after the biological clearances and training.

Lonnie Cross Land Leveling is currently the only contractor on-site. Allstate Boring has delivered the 48-inch diameter steel casing material to the job site – approximately twelve (12) forty-foot joints. The bids for structures including interbasin structures, Enos Lane crossing, and Goose Lake Channel turnout are due May 1<sup>st</sup>, 2024. RRBWSD had the four interbasin structures delivered to the job site as well.

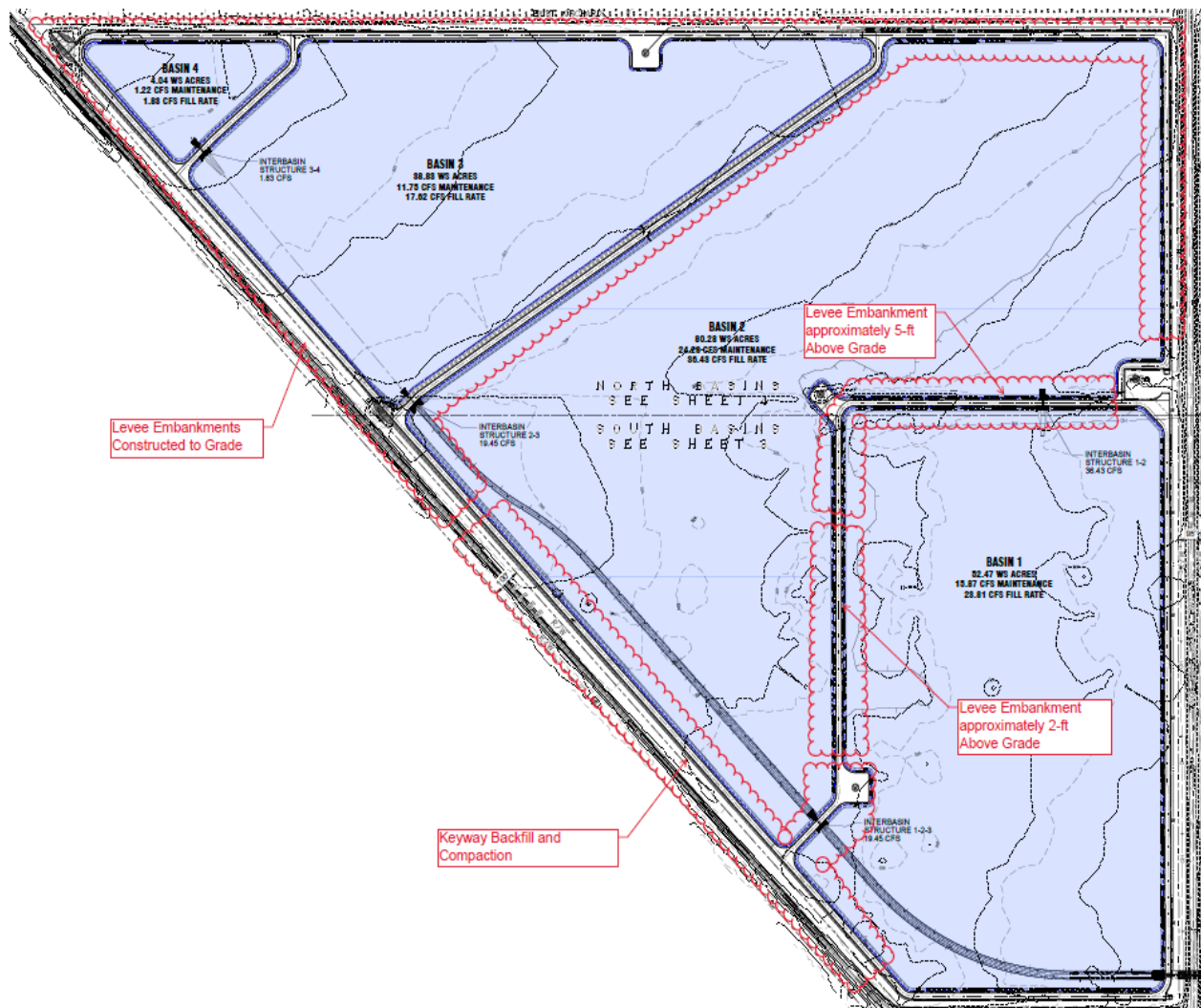
Lonnie Cross Land Leveling continued working in the area of Basins 1 and 2. They have worked a little bit on fine grading of the northeasterly levee embankment and the northerly levee embankment of Basin 2 and focused efforts on construction of the levee between Basins 1 and 2.

They have over-excavated the 12-inch subgrade to 5-ft beyond the toe of levee slopes for the westerly levee parallel to the railroad tracks and excavated the 4-ft deep keyway beneath that embankment. They have backfilled and compacted the keyway along the westerly end of Basin

1 and are currently working on backfill and compaction of the levee embankment for the levee between Basins 1 and 2.

They have been moisture conditioning and borrowing material from the bottom of Basin 1 and 2. All borrow material is being mixed and appears to be relatively uniform.

Soils Engineering, Inc. (SEI) was on-site daily this week performing compaction testing of the keyway and the levee embankment fill for the levee between Basin 1 and Basin 2 and the levee parallel to the railroad tracks. The moisture conditions have been right around optimum. All compaction testing met the minimum required compaction and passed.



**Figure 1: Map of Project Progress**

Sincerely,

*Curtis Skaggs*

Curtis M. Skaggs, P.E.

**Pictures (4-22-24 thru 4-26-24)**



Excavation of Keyway along Westerly Levee of Basin 2



Sloping Sides of 4-ft Deep Keyway





Excavation of Keyway for Levee between Basins 1 and 2



Backfill and Compaction of Keyway for Westerly Levee of Basin 1



Backfill and Compaction of Keyway to Original Grade



Levee Embankment Fill for Westerly Levee of Basin 1



Backfill and Compaction of Levee Embankment for Northerly Levee of Basin 1



Levee Embankment Fill of Basin 1 – Basin 2 Northerly Levee Looking East



**DEE JASPAR & ASSOCIATES, INC.**

**CONSULTING CIVIL ENGINEERS**

2730 UNICORN ROAD, BLDG A

BAKERSFIELD, CA 93308

PHONE (661) 393-4796

FAX (661) 393-4799

May 2, 2024

Dan Bartel, General Manager  
c/o Groundwater Banking Joint Powers Authority  
849 Allen Road  
Bakersfield, CA 93314

Re: West Enos Recharge Facilities Emergency Project - Structures  
Bid Proposal Review and Recommendation

Mr. Bartel:

Bids were received for the above referenced project and opened at the Rosedale-Rio Bravo Water Storage District office on May 1<sup>st</sup>, 2024 at 2:00 pm. The bid results are shown in Exhibit A attached hereto.

RLH Fire Protection, Inc. (RLH) was the apparent low bidder in the amount of one million five hundred and forty-seven thousand two hundred and thirty dollars and 00/100's - \$1,547,230.00. RLH submitted the appropriate bid documents including:

- Bid Form
- Schedule of Work Items
- Statements by Bidder
- Certification of Bidder and Qualifications
- Safety Program Certification
- Non-Collusion Declaration
- Bid Security Declaration
- Bid Bond (10%)
- Addenda Acknowledgements

The bid proposal submitted by RLH has been reviewed and it appears that they have submitted all the necessary bid information and that their bid is correct. A copy of their bid is attached in Exhibit B attached hereto. They are a Class "A" General Contractor located in Bakersfield, California. Their contractor's license is active and in good standing. They have several years' experience with these types of projects. They did not list any subcontractor's for this project.

The Engineer's Estimate for the bid was \$1,404,425.00. The apparent low bidder, RLH Fire Protection, is approximately 10% above the Engineer's Estimate, however their bid is in-line with the other bidders and appears correct. It is recommended that the project be awarded to RLH Fire Protection, Inc. in the amount of \$1,547,230.00 and that a pre-construction meeting be arranged upon award and execution of the contract documents.

Sincerely,

*Curtis Skaggs*

Curtis M. Skaggs, PE



**EXHIBIT A**  
**BID SUMMARY**

**Bid Opening**  
**Groundwater Banking Joint Powers Authority**  
 Construction Manager: Dee Jasper and Associates, Inc.  
 849 Allen Road  
 Bakersfield, CA 93314

Project Name: West Enos Recharge Facilities Emergency Project  
 Structures

Spec. No.:  
Project Number:  
Bid Date: May 1, 2:00 pm

Bid No.	Contractor's Name & Address	Total Bid Amount	Non-Collusion Affidavit	Bid Bond	Contractor's Experience Form	Acknowledge Addenda	Remarks
1	RLH Fire Protection	\$1,547,230.00	✓	✓	✓	✓	
2	HPS Mechanical	\$2,933,000.00	✓	✓	✓	✓	
3	Nicholas Const.	\$1,585,110.00	✓	✓	✓	✓	
4	W.M. Lyles Co.	\$3,029,100.00	✓	✓	✓	✓	
5	Unified Field Services Corp.	\$1,999,660.00	✓	✓	✓	✓	
6							
7							
8							
9							
10							

ATTEST TO OPENING

Bid Opening By: Conita M. Nygren

Witness: Dan Bartel / Markus Nygren

Groundwater Banking Joint Powers Authority

WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

Bid Summary

		Engineer's Estimate		Low Bidder		Bidder 2		Bidder 3		Bidder 4		Bidder 5			
Item No.	Item Description	Quantity	Unit	Unit Cost	Extended Cost	RLH Fire Protection, Inc.		Nicholas Construction, Inc.		Unified Field Services Corporation		HPS Mechanical, Inc.		W.M. Lyles Co.	
						Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization, Demobilization, and Clean-Up	1	LS	\$55,000.00	\$55,000.00	\$ 36,300.00	\$ 36,300.00	\$ 103,000.00	\$ 103,000.00	\$ 40,273.00	\$ 40,273.00	\$ 133,000.00	\$ 133,000.00	\$ 75,000.00	\$ 75,000.00
2	Install District Furnished Interbasin Structures	4	EA	\$66,000.00	\$264,000.00	\$ 61,500.00	\$ 246,000.00	\$ 75,000.00	\$ 300,000.00	\$ 116,457.00	\$ 465,828.00	\$ 115,000.00	\$ 460,000.00	\$ 116,600.00	\$ 466,400.00
3	Furnish & Install 27" PIP SDR 51 Carrier Pipeline & Appurtenances	200	LF	\$137.50	\$27,500.00	\$ 600.00	\$ 120,000.00	\$ 260.00	\$ 52,000.00	\$ 758.00	\$ 151,600.00	\$ 500.00	\$ 100,000.00	\$ 480.00	\$ 96,000.00
4	Furnish & Install 42" IPS DR32.5 HDPE Carrier Pipeline & Appurtenances	630	LF	\$247.50	\$155,925.00	\$ 305.00	\$ 192,150.00	\$ 265.00	\$ 166,950.00	\$ 345.00	\$ 217,350.00	\$ 700.00	\$ 441,000.00	\$ 1,390.00	\$ 875,700.00
5	Backfill & Compact Boring and Receiving Pits	1	LS	\$165,000.00	\$165,000.00	\$ 20,900.00	\$ 20,900.00	\$ 40,000.00	\$ 40,000.00	\$ 45,156.00	\$ 45,156.00	\$ 110,000.00	\$ 110,000.00	\$ 80,000.00	\$ 80,000.00
6	Install District Furnished Headwall Structure and Appurtenances for Enos Lane Crossing	1	LS	\$71,500.00	\$71,500.00	\$ 170,700.00	\$ 170,700.00	\$ 105,000.00	\$ 105,000.00	\$ 122,576.00	\$ 122,576.00	\$ 170,000.00	\$ 170,000.00	\$ 130,000.00	\$ 130,000.00
7	Furnish & Install Outlet Structure and Appurtenances for Enos Lane Crossing	1	LS	\$27,500.00	\$27,500.00	\$ 17,000.00	\$ 17,000.00	\$ 26,000.00	\$ 26,000.00	\$ 34,795.00	\$ 34,795.00	\$ 50,000.00	\$ 50,000.00	\$ 77,000.00	\$ 77,000.00
8	Install District Furnished Goose Lake Channel Turnout Structure and Appurtenances	1	LS	\$71,500.00	\$71,500.00	\$ 119,000.00	\$ 119,000.00	\$ 113,000.00	\$ 113,000.00	\$ 139,534.00	\$ 139,534.00	\$ 240,400.00	\$ 240,400.00	\$ 202,000.00	\$ 202,000.00
9	Furnish & Install Goose Lake Channel Turnout Piping & Appurtenances	1	LS	\$60,500.00	\$60,500.00	\$ 131,600.00	\$ 131,600.00	\$ 125,000.00	\$ 125,000.00	\$ 157,029.00	\$ 157,029.00	\$ 210,000.00	\$ 210,000.00	\$ 298,000.00	\$ 298,000.00
10	Furnish & Install Goose Lake Channel Turnout Outlet and Appurtenances	1	LS	\$27,500.00	\$27,500.00	\$ 47,400.00	\$ 47,400.00	\$ 26,000.00	\$ 26,000.00	\$ 43,327.00	\$ 43,327.00	\$ 100,000.00	\$ 100,000.00	\$ 74,000.00	\$ 74,000.00
11	Furnish & Install 27" PIP SDR 51 Recovery Pipeline & Appurtenances	3240	LF	\$137.50	\$445,500.00	\$ 132.00	\$ 427,680.00	\$ 159.00	\$ 515,160.00	\$ 173.00	\$ 560,520.00	\$ 265.00	\$ 858,600.00	\$ 200.00	\$ 648,000.00
12	Final Record Drawings	1	LS	\$11,000.00	\$11,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,200.00	\$ 2,200.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00
13	Builder's Risk All Risk Insurance	1	LS	\$16,500.00	\$16,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,831.00	\$ 10,831.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00
14	Mitigation Monitoring	1	LS	\$5,500.00	\$5,500.00	\$ 11,000.00	\$ 11,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,641.00	\$ 8,641.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00
				<b>Base Bid:</b>	<b>\$1,404,425</b>	<b>Base Bid:</b>	<b>\$ 1,547,230.00</b>	<b>Base Bid:</b>	<b>\$ 1,585,110.00</b>	<b>Base Bid:</b>	<b>\$ 1,999,660.00</b>	<b>Base Bid:</b>	<b>\$ 2,933,000.00</b>	<b>Base Bid:</b>	<b>\$ 3,029,600.00</b>

Subcontractor List

												Concrete	BMV, Inc.	Pipe Jacking	All-State Boring
--	--	--	--	--	--	--	--	--	--	--	--	----------	-----------	--------------	------------------

**EXHIBIT B**  
**BID DOCUMENTS**

**BID PROPOSAL**

**DOCUMENT CHECKLIST**

**FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT – STRUCTURES**

**PROJECT NO. 2024-01**

Bid proposals shall include the following documents:

- Bid Form
- Schedule of Work Items
- Statements by Bidder
- Certification of Bidder and Qualifications
- Safety Program Certification
- Non-Collusion Declaration
- Bid Security Declaration
- Bid Bond, Cash, or Certified Check

**BID FORM**

PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT – STRUCTURES

PROJECT NO. 2024-01

Name of Bidder: RLH FIRE PROTECTION

Business Address: 4300 STINE ROAD, SUITE 500  
BAKERSFIELD, CA 93313

Phone No. 661-322-9344 E-mail gkallenberger@rlhfp.com

Type of firm:  Individual  Corporation  Partnership  
 Limited Liability Company  Joint Venture

Contractor's License: Primary Class. 777717 License No. A

Department of Industrial Relations Registration No. 1000003109

TO: BOARD OF DIRECTORS,  
GROUNDWATER BANKING JOINT POWERS AUTHORITY

Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform the Work within the Contract Time stipulated in the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner, all of the Work required by the Contract Documents, including Addenda, for the prices hereinafter set forth.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute an Agreement with JPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

**Bid Documents**

Revised 3/15  
Bid Documents.docx

**Bid Form – 2 of 11**

## SCHEDULE OF WORK ITEMS

### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT – STRUCTURES

PROJECT NO. 2024-01

Item No.	Approx. Quantity	Description	Unit Price Dlrs./Cts.	Amount Dlrs./Cts.
1	Lump Sum	Mobilization, Demobilization, & Cleanup	\$ <u>LS</u>	\$ <u>36,300</u> <sup>-</sup>
2	4 Each	Install District Furnished Interbasin Structures	\$ <u>61,500</u> <sup>-</sup>	\$ <u>246,000</u> <sup>-</sup>
3	200 LF	Furnish and Install 27" PIP SDR 51 Carrier Pipeline and Appurtenances	\$ <u>600</u> <sup>-</sup>	\$ <u>120,000</u> <sup>-</sup>
4	630 LF	Furnish and Install 42" IPS DR 32.5 HDPE Carrier Pipelines and Appurtenances	\$ <u>305</u> <sup>-</sup>	\$ <u>192,150</u> <sup>-</sup>
5	Lump Sum	Backfill & Compact Boring and Receiving Pits	\$ <u>20,900</u> <sup>-</sup>	\$ <u>20,900</u> <sup>-</sup>
6	Lump Sum	Install District Furnished Headwall Structure and Appurtenances for Enos Lane Crossing	\$ <u>170,700</u> <sup>-</sup>	\$ <u>170,700</u> <sup>-</sup>
7	Lump Sum	Furnish and Install Outlet Structure and Appurtenances for Enos Lane Crossing	\$ <u>17,000</u> <sup>-</sup>	\$ <u>17,000</u> <sup>-</sup>
8	Lump Sum	Install District Furnished Goose Lake Channel Turnout Structure and Appurtenances	\$ <u>119,000</u> <sup>-</sup>	\$ <u>119,000</u> <sup>-</sup>
9	Lump Sum	Furnish and Install Goose Lake Channel Turnout Piping and Appurtenances	\$ <u>131,600</u> <sup>-</sup>	\$ <u>131,600</u> <sup>-</sup>
10	Lump Sum	Furnish and Install Goose Lake Channel Turnout Outlet Structure and Appurtenances	\$ <u>47,400</u> <sup>-</sup>	\$ <u>47,400</u> <sup>-</sup>
11	3,240 LF	Furnish and Install 27" PIP SDR 51 Recovery Pipeline and Appurtenances	\$ <u>132</u> <sup>-</sup>	\$ <u>427,680</u> <sup>-</sup>
12	Lump Sum	Final Record Drawings	\$ <u>1,500</u> <sup>-</sup>	\$ <u>1,500</u> <sup>-</sup>
13	Lump Sum	Builder's Risk "All Risk" Insurance	\$ <u>6,000</u> <sup>-</sup>	\$ <u>6,000</u> <sup>-</sup>
14	Lump Sum	Mitigation Monitoring	\$ <u>11,000</u> <sup>-</sup>	\$ <u>11,000</u> <sup>-</sup>
SUBTOTAL, Base Bid Items				\$ <u>1,547,230</u> <sup>-</sup>

ADDITION (+) OR

\$+ 0

DEDUCTION (-)\*

\$- 0

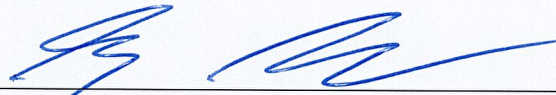
TOTAL AMOUNT OF BID

\$ 1,547,230<sup>-</sup>

\*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be proportionately applied to the progress payments for items \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. (If no items are listed by the bidder, the addition or deduction shall be treated as a separate bid item, and payment or deduction for this item shall be proportionate to the percentage payment for completed work).

Signed this 1<sup>ST</sup> day of MAY, 2024

RLH FIRE PROTECTION, INC  
Name of Bidder

  
Signature of Bidder

CFO  
Title of Signatory



**STATEMENTS BY BIDDER**

**FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES**

**PROJECT NO. 2024-01**

Bidder shall indicate opposite each item listed by JPA below the name of the manufacturer or supplier proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by JPA of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to JPA, the successful bidder shall furnish the items from the manufacturer or supplier indicated. Any manufacturer or supplier listed in the Agreement may be substituted, changed, or omitted by the successful bidder, subject to the approval of JPA, without subjecting JPA to any liability for the substitution, change or omission.

The listing of any manufacturer or supplier in the Agreement does not, and is not intended to, grant any right, title, or interest in the Agreement for the benefit of the named manufacturer or supplier. Each bidder shall inform in writing each named manufacturer or supplier that the so named manufacturer or supplier is listed for information purposes only and they may be substituted, changed, or omitted by the successful bidder, subject to the approval of JPA, without subjecting JPA to any liability for the substitution, change or omission. The successful bidder shall reimburse JPA for any expenses incurred by JPA as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

- A. For each item listed by JPA below, the bidder intends to furnish materials supplied by the following manufacturers: (Bidder to list one manufacturer only for each item.)

<u>Item</u>	<u>Manufacturer</u>
N/A	

B. Except as hereinabove provided, the bidder acknowledges and agrees that the bidder will perform all required work in accordance with Section 4106 of the California Public Contract Code.

The name, State of California license number, Department of Industrial Relations registration number, location of place of business, type of work which will be done, and percentage of work of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid is set forth as follows:

<u>Name of Subcontractor</u>	<u>License No.</u>	<u>DIR Reg. No.</u>	<u>Address of Office</u>	<u>Type of Work</u>	<u>Percentage of Work</u>
NONE					

C. Bidder shall indicate person who inspected site of the proposed Work here:

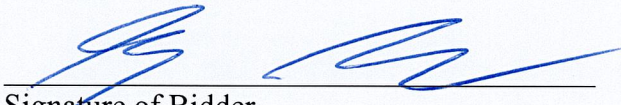
Name: JEFF UNRUH Date of Inspection: 3-14-24

D. Bidder shall indicate receipt of all addenda (if any) here:

Addenda Nos: 1, 2

Signed this 1<sup>ST</sup> day of MAY, 2024

RLH FIRE PROTECTION, INC  
Name of Bidder

  
Signature of Bidder

CFO  
Title of Signatory

**CERTIFICATION OF BIDDER AND QUALIFICATIONS**

FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

The undersigned bidder certifies that bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that bidder is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The undersigned bidder certifies that it is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7. The undersigned further certifies that no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

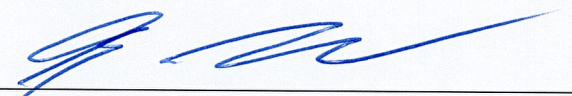
The bidder represents that bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work which may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that bidder is aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

Furthermore, Bidder hereby certifies to JPA that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this 1<sup>ST</sup> day of MAY, 2024

RLH FIRE PROTECTION, INC  
Name of Bidder

  
Signature of Bidder

CFO  
Title of Signatory

**SAFETY PROGRAM CERTIFICATION**

FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

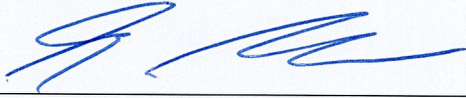
CONTRACTOR acknowledges that CONTRACTOR has read Section 01410 of Division 1 – General Requirements, Construction Safety Procedures.

CONTRACTOR certifies to JPA that CONTRACTOR’s SAFETY PROGRAM includes the following elements:

- Safety Policy
- Incident Investigation Program
- Safety Meeting Program
- Statistical Injury and Illness Data
- Safety Training Program and Records
- Disciplinary Procedures
- Safety Inspection Program
- OSHA T1 Annual Trench Excavation Permit: Permit No. 2023-920479

Signed this 1<sup>ST</sup> day of MAY, 2024

RLH FIRE PROTECTION, INC  
Name of Bidder

  
Signature of Bidder

CFO  
Title of Signatory

**NON-COLLUSION DECLARATION**

FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

The undersigned declares:

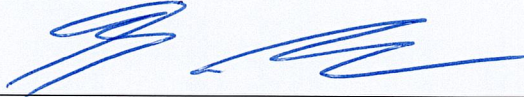
I am the CFO of RLH FIRE PROTECTION, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on MAY 1, 2024 [date], at BAKERSFIELD [city], CA [state].

RLH FIRE PROTECTION INC  
Name of Bidder

  
Signature of Bidder

CFO  
Title of Signatory

**BID SECURITY DECLARATION**

FOR THE  
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

ACCOMPANYING THIS PROPOSAL IS BIDDER'S BOND  
(Insert the words "cash", "bidder's bond", "cashier's check", or "certified check", as the case may be) in an amount equal to at least ten percent (10%) of the total amount of the bid, payable in lawful money of the United States of America to the

**GROUNDWATER BANKING JOINT POWERS AUTHORITY**

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to JPA in case this is accepted by JPA and the undersigned fails to execute an Agreement with JPA as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to JPA, and accompanied by the required certificates of insurance coverage and endorsements. Should JPA be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of JPA's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to JPA for failure to do any of the foregoing shall not be limited to the amount of the deposited security in the form set forth above.

The names of all persons interested in the foregoing proposal as principals are as follows:

(NOTICE: If bidder or other interested person is a **corporation**, state legal name of corporation also names of the president, secretary, treasurer and manager thereof; if a **general partnership**, state true name of firm, also names of all individual partners and limited partners; if bidder or other interested person is an **individual**, state first and last names in full; if the bidder is a **joint venture**, state the complete name of each venture; if the bidder is a **limited liability company**, state the complete name of each manager and each member, and if the manager or member is a corporation, its president, secretary and treasurer, and state the complete name of the chief executive officer, if any, of the limited liability company).

RLH FIRE PROTECTION, INC

JASON NORTON, PRESIDENT

GEOFF KALLENBERGER, CFO

MICHAEL NORTON, CEO

GREGG FULTON, SECRETARY

GARY STITES, VICE - PRESIDENT

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_  
RLH Fire Protection, Inc.

as Principal, and Great American Insurance Company as Surety, are held and firmly bound unto the

GROUNDWATER BANKING JOINT POWERS AUTHORITY

hereinafter called JPA, in the penal sum of

\_\_\_\_\_  
Ten Percent of Bid Amount

\_\_\_\_\_  
Dollars (\$ 10% of Bid Amount ),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted

the accompanying Bid dated May 1, 2024, for the construction of:

THE WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period of time set forth in the Contract Documents, and shall within fifteen (15) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with JPA in accordance with the Bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the protection of laborers and material men, or in the event of the withdrawal of the Bid within the period specified, or the failure to enter into the Agreement, and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by JPA pay to JPA the difference between the amount specified in the Bid and the amount for which JPA may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and virtue.



Forfeiture of this bond shall not preclude JPA from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on Principal's liability therefor.

It is further agreed that if JPA is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this day of April 29, 2024, the name and corporate seal for each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)  
RLH Fire Protection, Inc.

  
\_\_\_\_\_  
Michael Norton

CEO  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

By

Title

ATTEST: (if corporation, or limited liability company with officers)

Title

Corporate Seal

Attach acknowledgments of authorized representative of Principal.

## ACKNOWLEDGMENT

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

State of California

County of KERN)

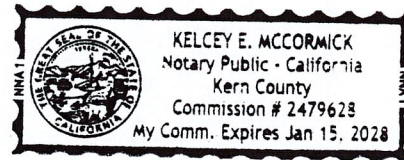
On APRIL 30, 2024 before me, KELCEY E. MCCORMICK, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kelcey E. McCormick (Seal)



Any claims under this bond may be addressed to:

Great American Insurance Company (name and address of Surety)

1255 Treat Blvd., Ste. 810

Walnut Creek, CA 94597

The Liberty Company Insurance Brokers (name and address of agent or  
representative in California,  
if different from above)

5601 Truxtun Ave., Ste.170

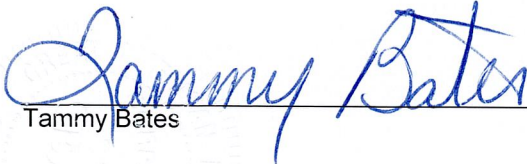
Bakersfield, CA 93309

661-558-2159

(telephone number of Surety  
and agent of representative  
in California)

Great American Insurance Company

SURETY



By

Tammy Bates

Title

Attorney-in-Fact

ATTEST: (if corporation)

See Attached

Title

Corporate Seal

Attach acknowledgments of authorized representatives of Surety.

## ACKNOWLEDGMENT

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

State of California  
County of           Kern          )

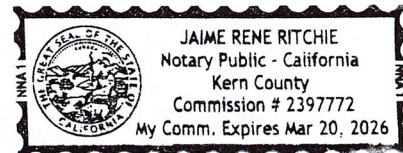
On April 29, 2024 before me, Jaime Rene Ritchie, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Jaime Rene Ritchie* (Seal)



**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21487

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CLINT PHILLIPS	ALL OF	ALL
DONNA BELL	BAKERSFIELD,	\$100,000,000
TAMMY BATES	CALIFORNIA	
JAIME RITCHIE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **21ST** day of **JANUARY**, 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **21ST** day of **JANUARY**, 2022

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

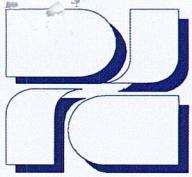
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **29th** day of **April**, 2024



*Stephen C. Beraha*

Assistant Secretary



**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

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**GROUNDWATER BANK JOINT POWERS AUTHORITY**

**NOTICE TO PLANHOLDERS**

**APRIL 26<sup>TH</sup>, 2024**

This is Addendum No. 2 to the plans and specifications for the Construction of the West Enos Recharge Facilities Emergency Project - Structures.

**THE BID DATE REMAINS May 1<sup>st</sup>, 2024 at 2:00 pm.**

Notice is hereby given to prospective bidders that the Plans and Specifications for the Construction of the West Enos Recharge Facilities Emergency Project – Structures project have been modified as hereinafter set forth. This Addendum No. 2 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space below and attach the Addendum to the Proposal.

By: \_\_\_\_\_

Firm Name RLH FIRE PROTECTION

By GEOFF KALLENBERGER

Title CFO

Date 5-1-24

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.



**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

**GROUNDWATER BANK JOINT POWERS AUTHORITY**

**NOTICE TO PLANHOLDERS**

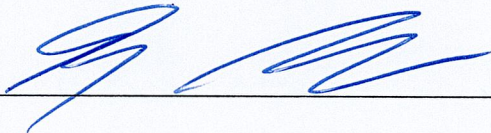
**MARCH 20<sup>TH</sup>, 2024**

This is Addendum No. 1 to the plans and specifications for the Construction of the West Enos Recharge Facilities Emergency Project - Structures.

**THE BID DATE IS HEREBY EXTENDED TO May 1<sup>st</sup>, 2024 at 2:00 pm.**

Notice is hereby given to prospective bidders that the Plans and Specifications for the Construction of the West Enos Recharge Facilities Emergency Project – Structures project have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space below and attach the Addendum to the Proposal.

By:  \_\_\_\_\_

Firm Name RLH FIRE PROTECTION

By GEOFF KALLENBERGER

Title CFO

Date 5-1-24

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.



# CONTRACT CHANGE ORDER

## GROUNDWATER BANKING JOINT POWERS AUTHORITY

849 Allen Road  
 Bakersfield, California 93314  
 (661) 589-6045

C.O. No. 01

Final

Project No. \_\_\_\_\_

**West Enos Recharge Facilities Emergency Project – Cased Crossings**

Project Title

Date: May 2, 2024

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
1. Additional cost to provide 48"x3/4" wall steel casing beneath Stockdale Hwy for Stockdale North facility.	\$186,553.00	\$0.00	+30
<b>TOTAL</b>	<b>\$186,553.00</b>	<b>\$0.00</b>	<b>+30</b>
<b>DAYS ±</b>			


1. NET AMOUNT THIS CHANGE ORDER	=	\$186,553.00	+30
2. ORIGINAL CONTRACT AMOUNT	=	\$667,888.00	90
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$0.00	+0
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$667,888.00	90
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$854,441.00	120

We hereby agree to make the above change subject to the terms of this change order for the sum of: \_\_\_\_\_

One Hundred Eighty-Six Thousand, Five Hundred and Fifty-Three ----- Dollars

May 2, 2024  
Date

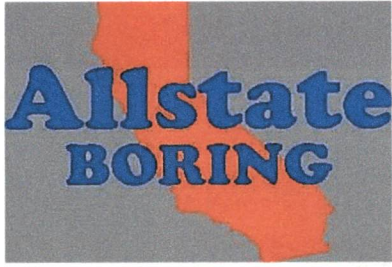
Allstate Boring  
Contractor

  
By:

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
<u>Curtis Skaggs</u> GBJPA Engineer or Consulting Engineer	<u>5/3/2024</u> Date	Department Director Approval Required <input type="checkbox"/> General Manager Approval Required <input type="checkbox"/> Committee Approval Required <input type="checkbox"/> Board Approval Required <input type="checkbox"/>
_____ Principal Engineer – Capital Projects	_____ Date	
_____ Director of Engineering & Planning	_____ Date	
_____ General Manager	_____ Date	
		By _____ Date _____
		Purchase Order No. _____

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required. The parties mutually agree the pricing set forth in this Change Order are complete and fair compensation for the entirety of the work authorized under this Change Order and that no additional compensation is warranted nor shall it be allowed.

CHANGES: All workmanship and materials called for by this Order shall be fully in accord with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.



**Allstate Boring**  
 7553 Jenica st  
 Bakersfield, CA 93314  
 Office Phone# 661-399-5000  
 License # 872946  
 DIR# 1000006344  
 SBE# 2001398

**BID INFORMATION**  
 Date 3/31/2024  
 Location Stockdale Hwy 48" Pipe Ram  
 Project Stockdale North Recharge Basin  
 Owner GBJPA  
 Contractor Allstate Boring  
 Contact/Phone# Brian 661-978-8589

Mobilization QTY		Description of Mob/Demob	Unit Price	Lump Sum
0		Stockdale Hwy 48" Pipe Ram	0	0
Bit Item	Quantity	Description of Work	Unit Price	Lump Sum
1	1	Pipe Ram 78' of 48" casing	186,553	186,553
This price is for pipe ramming and supplying 48" x .750" wall casing only. Bore pit area = 76' long x 20' wide - Bore pit to be dug by others				
2	0	0		0
3	0	0		0
This price does include bonding the project. The price does not include full double bonding for CALTRANS and AGENCY. Total bonding amount to be total bid and can be broken up for each bond if needed.				
This price is for pipe that has domestic stamping from mill and no paperwork/MTR's.				
			<b>Total Price</b>	<b>\$ 186,553</b>

## **Allstate Boring Exclusions & Stipulations**

### **Conditions of Proposal:**

- Price excludes settlement monitoring and all related requirements, survey, ground stabilization and excavation support system, QA and QC for welding and jacking operations, engineering for pedestrian access around site, security fencing and covering pits as required.
- Price assumes that equipment can be left rigged up overnight with pits remaining open.
- Based to work Monday – Friday 5 8's.
- Allstate Boring will provide AWS D1.1 welders. Price assumes that visual inspection is sufficient since the casing will be grouted, making it a "sacrificial" casing.
- If jacking calculations are needed, please inform Allstate as this bid does not include any allowance for jacking calculations unless specifically stated in the bid.
- Casing will be billed at time of drop with net 45 terms.
- Customer to haul and dispose of all spoils generated from jacking operation. Customer to haul spoils away daily.
- Price assumes ground is alluvium that is free of rock, cobble, boulders, caliche, bedrock, and split face conditions.

### **Responsibilities of Customer**

- Customer to provide jacking and exit pits per OSHA standards and as stated below.
  - a. Insure 7' minimum clearance beneath spreaders.
  - b. Excavate pits to compliment slope and grade of proposed casing installation per conditions of proposal.
  - c. Provide 6" gravel base ( more may be necessary if ground water conditions are present ).
  - d. Provide a ladder in each pit per OSHA requirements.
  - e. Provide adequate thrust restraint, provide all required engineering calculations.
  - f. Dewater and protect from liquid intrusion. Water level maintained 1' below finished grade.  
Customer responsible for re-rocking and maintaining pumps throughout the jacking operation as needed.
  - g. Barricade and maintain bore pit.
- Locate all substructures and pipelines prior to boring and will hold Allstate Boring and Allstate Boring's insurance carrier harmless, and defend same, for any cost or damage caused by failure to properly locate such substructures. Proposed casing elevation shall be set to clear existing utilities by a 2' minimum.
- To furnish survey with cut and center alignment at the front and rear of the jacking pit.
- To provide all flaggers required.
- All permits and permit fees, all inspection and inspection fees including any overtime fees to allow Allstate Boring to work the proposed hours
- All hole watch and fire watch as needed at entry and exit shafts. Including any water trucks required for fire prevention per owner's standards.
- Provide any as-builts required.
- Provide grout testing and cost associated with sending grout to testing facility.
- All settlement, surface and utility monitoring required.
- Provide any cultural, biological, paleontological, archeological, etc. monitoring required.
- If work is under or near power lines and a dedicated spotter is required, it should be the responsibility of the customer to provide a full time watch per OSHA.
- To provide any sound control as required.
- Customer to provide any temporary fencing required with portable restroom and hand wash station within walking distance from jacking pits.
- Coordinate with utility owners and schedule standbys as needed during the boring operation.
- Handle all dust control and street sweeping required.
- Customer to furnish all rumble plates and rock as required for entry and exit to jacking pits.
- All dewatering necessary for boring pits to remain dry. Bores to be conducted uphill if ground water is present and/or customer to provide dewatering wells along entire bore alignment. Customer to be responsible for all water generated from boring operation. Customer to maintain pumps throughout duration of bore.
- All traffic control and barricades as necessary, including any K Rail.
- To place furnished materials within reach of Allstate Boring crane.
- Provide adequate access to work site with a level working pad at the rear of pit for boom truck.
- Provide lay down room for augers and casing adjacent to shaft.
- Provide adequate room for large crane to freely function.
- Responsible for all spoil haul off and disposal.
- Customer responsible for providing 90's and filling conduits full of water to prevent melting.
- Provide suitable backstop to withstand jacking loads.
- Perform all final tie ins and backfill pits. Including all hardscape and softscape restoration.
- Provide suitable staging area and spoil dump spot adjacent to shaft, and haul spoils away from pit location daily.

- Customer responsible for all BMP'S and SWPP'S on site. If Allstate Boring damages any, Allstate Boring will replace.

**Responsibilities of Allstate Boring**

- To provide all boring equipment and labor for boring operations.
- Provide any written submittals required, minus engineered or stamped details.
- Allstate Boring will furnish structural grade materials only, unless specified above. If the job is changed or cancelled the material will be charged at cost plus a 15% mark up. Restocking charge for steel casing is 50% of cost.
- Provide AWS D1.1 welders.
- Install customer furnished carrier pipes inside casing, to leave carrier stubbed out for customer tie in.
- Remove spoils from jacking shaft and load customer furnished dump truck or stockpile for customer removal daily.

**General Notes**

- Standard bore equipment defined as bore rig, augers, crane, crew/weld truck and safety compliment. Any specialized equipment will be added as dictated by Change of Conditions and noted on Change Order.
- Customer to pay all inspection fees, permits, or special insurance (including railroad insurance and inspection limits above \$ 2,000,000. ) Price does not include bonding.
- Quote is valid for 30 days.
- Due to the volatility of the steel market, the amount of this Proposal is subject to adjustment based on increases in material and/or labor costs arising from material shortages, surcharges, and /or tariffs. Allstate Boring will provide documentation of any such increases upon request at time of the order(s).
- Due to specialized nature of work, price does not include apprentices, local hires, disadvantaged hire, etc.
- Unless specified above, the casing welds will be double pass full circumference butt welds.
- Allstate Boring requests a (4) week lead time prior to mobilization.
- Price excludes all Buy American, Buy America, or American Iron and Steel unless stated otherwise in Allstate Boring's scope of work.
- Notification of any site-specific training shall be provided to Allstate Boring from the CUSTOMER prior to scheduling. Any site specific training to be invoiced as a change order at time and equipment rates.
- If the bore is unable to be completed because of an unexpected change of condition that is unmanageable by typical boring methods, the loss of time, materials and equipment will be subject to compensation at the quoted rate + cost of materials.
- Any additional time/days required for Allstate Boring attendance by the customer, outside of the quoted scope of work due to unknown owner's safety requirements, classes, or protocols that result in a loss of production time for Allstate Boring will be charged at the quoted hourly rate. Including engineering and survey not provided by the customer or owner.
- Allstate Boring to bill minimum quoted footage or actual footage installed, whichever is greater.
- The contract does not include ROCK, FLUID CONDITIONS or unboreable obstructions. In the event Allstate Boring cannot complete the bore because of these obstructions, or production is drastically impaired due to larger cobbles/rocks than stated above in the quote, the customer will be charged at the quoted hourly rates ( plus any costs for specialized equip ) until the conditions are boreable.
- This proposal is attached and incorporated fully into the Subcontract between the parties. In the event there are any conflicts or inconsistencies between the terms and conditions of this Proposal and provisions of the Subcontract, the terms and conditions of this Proposal shall prevail and control.

Accepted for: \_\_\_\_\_

**Allstate Boring**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: *president* \_\_\_\_\_ Date: *5/2/24* \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

State of California License No. 872946

In the State of: \_\_\_\_\_

# Allstate Boring Schedule and Exclusions

Date: March 30th 202

## Stockdale Hwy Recharge Facilities Emergency Project

JOB IS BID FOR 1 CROSSING @ 78 FEET

### *Construction schedule*

Description of task	Days
Mobilize	1
Delivery of 48" casing	1
Welding of 48"	3
Hammering of 48"	4
48" Casing clean out	1
Demob	1
<b>Total</b>	<b>11</b>

Days to Complete

### *Exclusions & Stipulations*

Allstate is excluding: ground water, rock, wood, or unborable substructures.  
Allstate will need water for lubricating casing. Water to be supplied on site.  
All soil from inside the casing to be left in bore pit area.  
Pits to be dug by others. All survey by others.  
Since the job is under caltrans, it is bid with normal hours per week (40)  
All traffic control related items by others.  
Welding to be completed by AWS D1.1 welders.  
Outside grout not included in this price and shouldn't be needed due to hammer bore process.  
***Due to hammer bore process, Allstate cannot guarantee line or grade***



Brian Sherrell - President

## Small Storage Program Funding Update

### DISCUSSION:

#### Background:

The Bureau of Reclamation provides grant funding to eligible projects under the Bipartisan Infrastructure Law Small Storage Program. The Groundwater Banking Joint Powers Authority (GBJPA) has already been awarded a total of \$8.6 million in Small Surface Water and Groundwater Storage Projects (Small Storage Program) for Phase 1 of the Kern Fan Groundwater Storage Project. Based on the project benefits, the combined awards have maximized the available federal funding for the Phase 1 project. Staff anticipates a new round of Small Storage Program funding becoming available and has worked with consultant Dee Jaspar and Associates (DJA) to develop a new separate project concept that could be positioned for additional federal funding.

#### Background:

The Bureau of Reclamation's Small Storage Program provides up to 25% of the total cost of planning, design and/or construction incurred for storage projects up to a maximum of \$30 million per project. Applicants must fund the other 75% of the project cost. Project storage cannot exceed 30,000 acre-feet.

In December 2022, the GBJPA submitted an application requesting \$9.8 million in federal funding, to develop and construct Phase 1 of the Kern Fan Groundwater Storage Project (Kern Fan Project). The Phase 1 Project includes the following components:

- Construction of approximately 300 acres of recharge basins on the West Enos and Stockdale North properties;
- Well drilling and equipping of four conjunctive use recovery wells. Two would be located on West Enos and two on Stockdale North; and
- New water conveyance and turnout facilities to connect the new wells with existing delivery facilities.

The GBJPA was selected for a funding award in the amount of \$4.7 million and executed a funding agreement with Reclamation in October 2023. In March 2024, the project was awarded an additional \$3.9 million in a second round of funding. The combined funding awarded for the project has now been maximized based on the total project benefits, and no further federal funding could be awarded to Phase 1.

### 2024 Small Storage Program Funding

Staff anticipates that Reclamation will release another Small Storage Program funding opportunity in Fall 2024. Staff and consultants at Dee Jaspar & Associates (DJA) have developed a concept for a new "stand-alone" small storage project that would provide

new benefits, and therefore be eligible for funding, provided as Exhibit "A". The new project concept includes the following components:

- New allocated storage of 30,000 AF;
- New conveyance off the California Aqueduct to deliver 250-300 cfs; and
- New turnout from the California Aqueduct, located in Pool 28, to be either a modification of the existing Cross Valley Canal turnout or a new separate turnout.

The preliminary estimated capital cost is \$109.1 million. Projects can be awarded up to \$30 million based on benefits. Staff is preparing a feasibility study for submittal to the Bureau of Reclamation this summer. An approved feasibility study is required in order to be eligible for federal funding.

RECOMMENDATION:

Receive and file.

LIST OF EXHIBITS:

Exhibit "A" – Draft Small Storage Program Project Concept

# Exhibit “A”

## **Draft Small Storage Program Project Concept**

The Kern Fan Groundwater Storage Project (Project) consists of a regional water bank in the Kern County Groundwater Sub-basin of the San Joaquin Groundwater Basin in Kern County, California that will provide water supply, groundwater and agricultural benefits. Project facilities will be planned, designed, constructed, owned, and operated by the Groundwater Banking Joint Powers Authority (GBJPA) that consists of representatives from the Irvine Ranch Water District (IRWD) and the Rosedale-Rio Bravo Water Storage District (RRBWSD).

The Project will be supplied primarily by the State Water Project’s supplies that exceed the SWP Contractors allocation during a wet year (Article 21 supplies) and also by other wet-year water supplies as available. In wet years, when it is declared available by the California Department of Water Resources (DWR), the GBJPA will take delivery of Article 21 supplies to store in the Project. IRWD and RRBWSD will equally share the storage associated with the Project.

Other water supplies that could be available for the Project include other SWP supplies diverted from the California Aqueduct, as well as other supply sources including Central Valley Project Section 215 flood water and high-flow Kern River water.

The Project objectives are to cost-efficiently recharge and store excess surface water supplies, that would otherwise be lost to the ocean, in a groundwater bank for subsequent recovery to address the following:

- Enhance water supply reliability;
- Reduce imported water demands on the San Francisco Bay/Sacramento –San Joaquin Delta Estuary (Delta) to benefit spring and winter-run Chinook salmon;
- Provide water supply during drought conditions;
- Provide water supply for emergency response benefits;
- Establish temporary wetlands through intermittent recharge events that will attract migratory and other water fowl in Kern County;
- Benefit the water levels in the Kern County Groundwater Sub-basin;
- Provide sustainable water supply for local agricultural use; and
- Be integrated into other water storage projects and storage reservoirs to provide greater statewide benefits.

A conveyance facility will be constructed to convey water from the California Aqueduct to existing and planned recharge basins referred to as the West Basins, the Enns Basins, McCaslin Basins, and a property to be purchased.



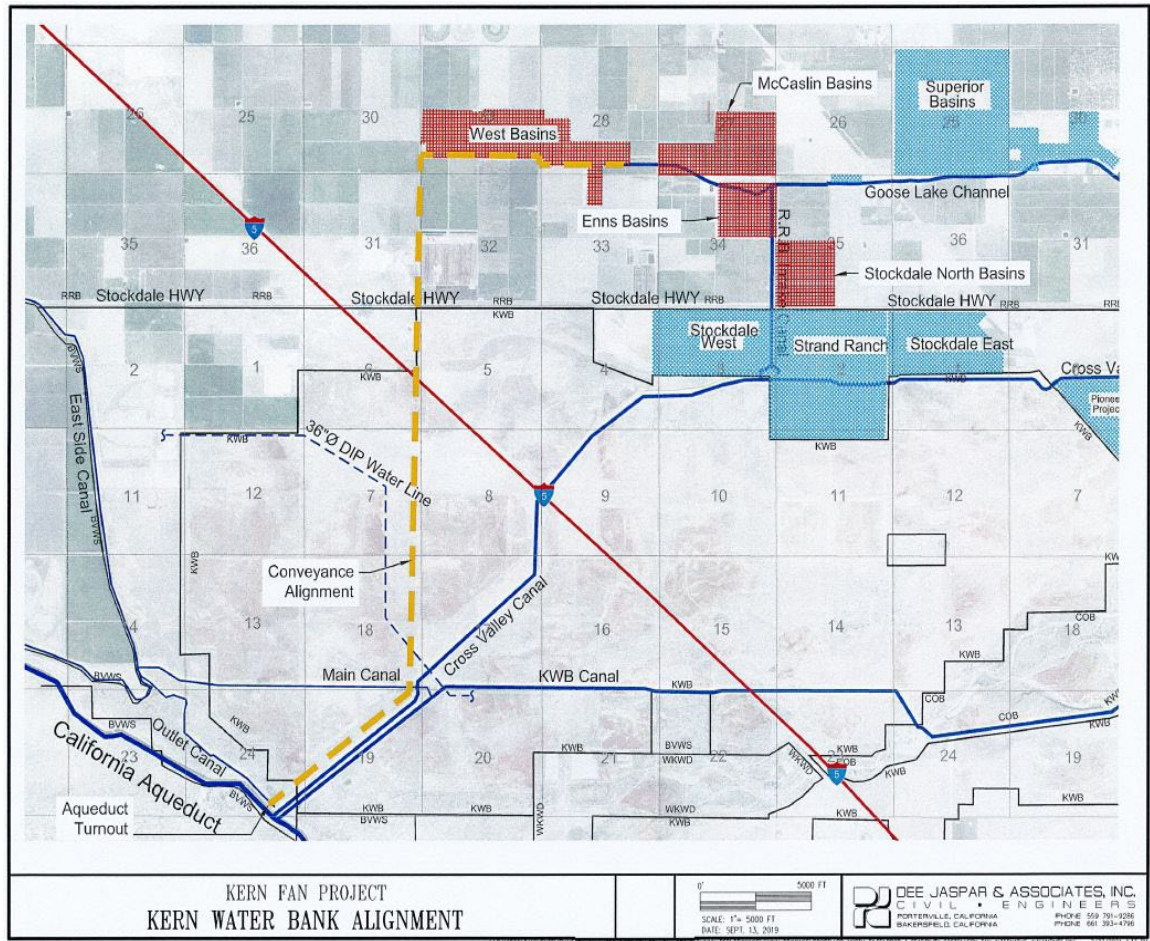
The project objective of the conveyance facility is to deliver approximately 250-300 cfs of water from the California Aqueduct to approximately 970-acres of land for groundwater recharge facilities.



This will allow the project to convey approximately 300 cfs for approximately one to two months and store up to an additional 30,000 acre-feet of water per year in wet years. The new conveyance facility will not only provide water to the new recharge property (+/- 300 acres), but also convey water to existing recharge basins that have excess capacity due to limitations on conveyance from other sources of water. It is also desirable for the proposed conveyance facility from the Aqueduct to the recharge facilities to be capable of reverse flow for times when water is being recovered.

The conveyance project includes a new turnout from the California Aqueduct. The proposed turnout would be located in Pool 28 or Reach 12E of the California Aqueduct near the existing Kern County Water Agency - Cross Valley Canal Turnout (Greater Bakersfield Turnout No. 1) located at Milepost 238.04 and Check No. 28. The new project turnout may be a modification of the existing Cross Valley Canal Turnout, referred to as the Joint Works Alternative, or it may be a standalone turnout that is located approximately 600-ft north of the existing Cross Valley Canal Turnout. The standalone turnout would be a reinforced concrete structure with galvanized steel trashrack, slide gate, and metering.

The conveyance alignment is supplied by a new Aqueduct Turnout structure with one eleven-foot (11-ft) diameter pipe across and beneath the DWR right-of-way and the Outlet Canal. The Joint Works alternative would involve modifying the existing Cross Valley Canal turnout and constructing transition structures and a double box siphon to get under the Outlet Canal. The conveyance alignment then crosses the State of California property for the Tule Elk Reserve (APN 159-180-05) through Section 24 and into Section 19 where the facilities enter Kern Water Bank Authority property. The conveyance alignment remains on Kern Water Bank Authority property through Section 19, Section 18, Section 7, into Section 6, across the Interstate 5 Freeway, into Section 5, across Stockdale Hwy, and onto private property until it reaches the proposed West Basin recharge facilities and the Goose Lake Channel to convey water to Enns, McCaslin, and a property to be purchased, see Figure 1 below.



**Figure 1: Conveyance Alignment**

The conveyance may be a 10-ft diameter RCP pipeline, an open canal with an approximate cross-section with a 10-ft wide bottom, 12-ft depth, 1.5:1 side slopes, and a top width of 46-ft, or some combination thereof.

The above alignment crosses the following properties:

- APN 159-200-05, 24-30/24, State of California – Aqueduct
- APN 159-180-05, 24-30/24, State of California – Tule Elk Preserve
- APN 160-100-07, 19-30/25, Kern Water Bank Authority
- APN 160-100-08, 19-30/25, Kern Water Bank Authority
- APN 160-090-02, 18-30/25, Kern Water Bank Authority
- APN 160-090-01, 18-30/25, Kern Water Bank Authority
- APN 160-040-02, 7-30/25, Kern Water Bank Authority
- APN 160-030-14, 6-30/25, Kern Water Bank Authority
- APN 160-030-12, 5-30/25, Kern Water Bank Authority
- APN 160-030-03, 5-30/25, Kern Water Bank Authority
- APN 104-270-06, 32-29/25, Bos Family Trust, Dairy – PM 1342, Lot A
- APN 104-260-15, 29-29/25, Bos Family Trust, Agricultural Zoning
- APN 104-260-16, 29-29/25, Rosedale-Rio Bravo Water Storage District

APN 104-260-13, 29-29/25, Rosedale-Rio Bravo Water Storage District

The permitting associated with the above alignment will include:

- Aqueduct Turnout: DWR Right-of-Entry Permit  
DWR/Owner/KCWA Construction Agreement  
DWR/Owner/KCWA Operations Agreement
- Outlet Canal: Army Corp of Engineers Section 404 Permit  
Regional Water Quality Control Board  
Calif. Dept. of Fish & Wildlife Section 1601 Streambed Alteration  
United States Fish & Wildlife Service  
Buena Vista Water Storage District Joint Use of Easement
- State Parks: Tule Elk Preserve Crossing Agreement
- Interstate 5 Fwy: Caltrans Encroachment Permit
- Stockdale Hwy: Caltrans Encroachment Permit
- General: State Incidental Take Permit  
Federal Incidental Take Permit (Coverage under KWBA Master Agreement)  
Habitat Conservation Plan Approvals/Fees  
San Joaquin Valley Air Pollution Control District

The Class 3 capital cost estimate for the conveyance alignment has been evaluated. The cost estimate includes the costs of the turnout, conveyance facilities, pump stations, recharge and recovery facilities, and all associated appurtenances.

**Table 1**

Conveyance Capital Cost Summary		
Item #	Project Alternative	Cost Estimate
1	Aqueduct Turnout Facility	\$7,500,000
2	Conveyance Right-of-Way & HCP Fees	\$9,900,000
3	Conveyance Facility	\$27,500,000
4	Conveyance Structures/Crossings	\$16,500,000
5	Pump Station Facilities	\$27,500,000
6	Recharge Property Purchase (+/- 300 acres)	\$7,500,000
7	Recharge Facility Earthwork & Structures	\$4,200,000
8	Recovery Wells & Pipelines	\$8,200,000
9	SCADA	\$300,000
		<b>\$109,100,000</b>



# **AMENDED KERN COUNTY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN(S)**

**MAY 14, 2024**

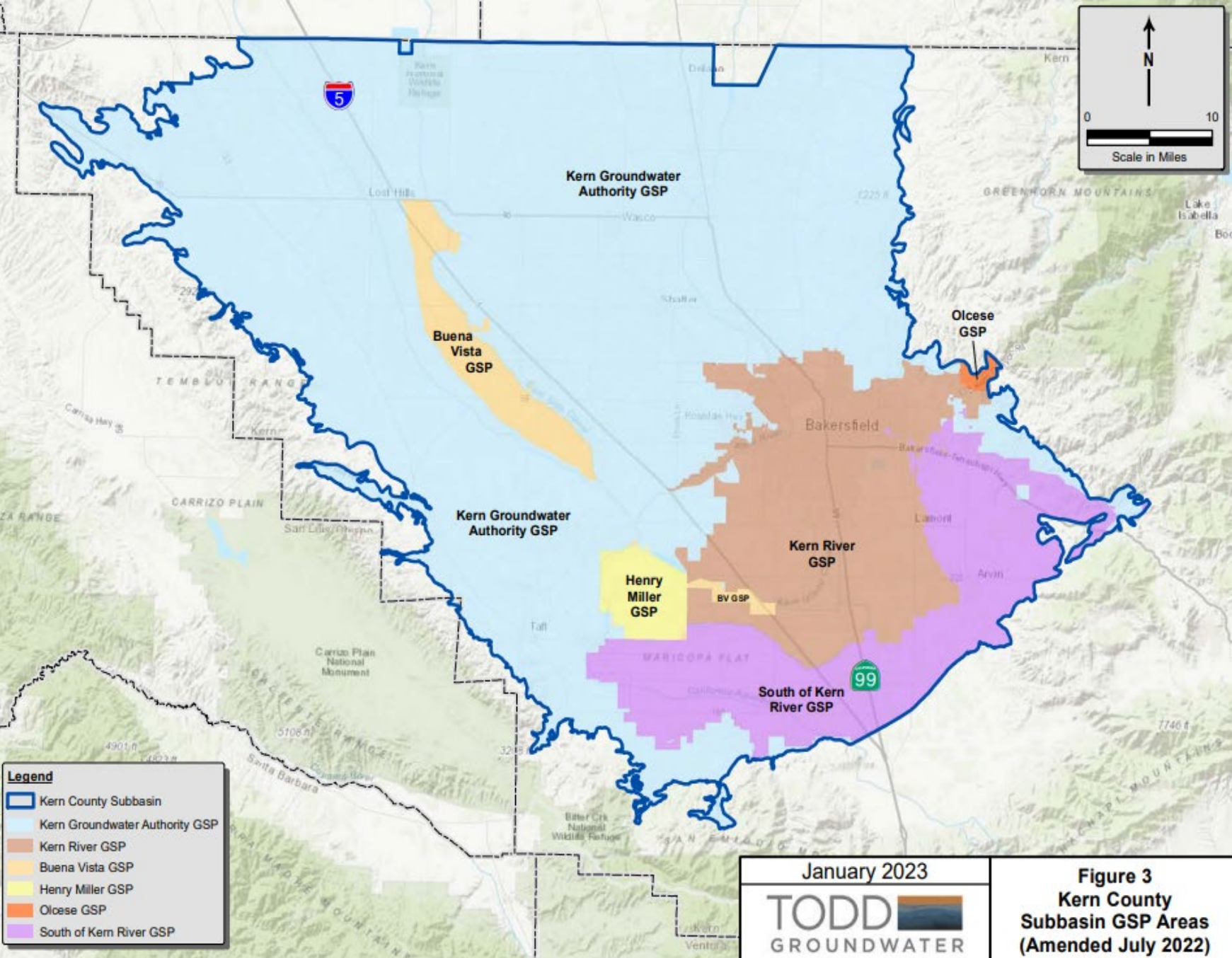
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# OVERVIEW

## Background & Timeline (2017 – 2025)

### Amended **GSP(s)** Approach

- Sustainable Management Criteria
- Monitoring Network
- Water Budgets
- Projects and Management Actions
- Plan Implementation
- Next Steps



# KERN COUNTY SUBBASIN BACKGROUND

2017

GSA's Formed in Basin

2018

SGMA Initiated in Basin

2020

5 GSPs submitted to DWR

2022

DWR issued Incomplete Letter

2022

6 Revised GSPs submitted to DWR

2023

DWR issued Inadequate Letter

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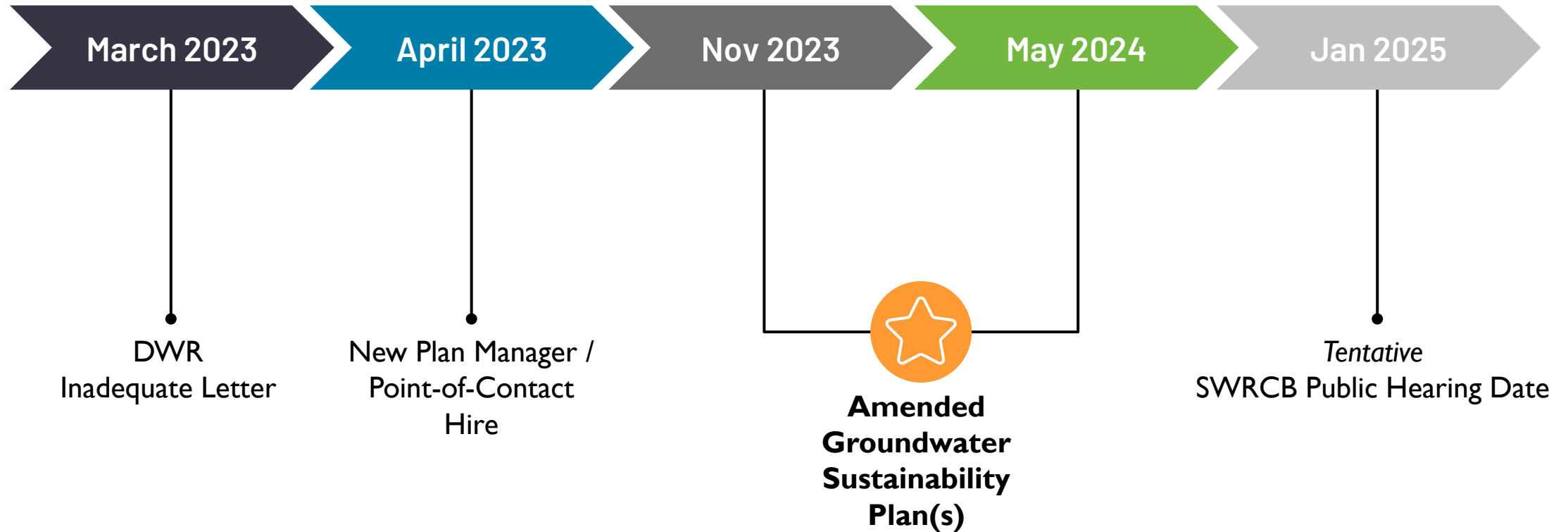
# DWR DEFICIENCIES

## MARCH 2023 INADEQUATE LETTER

1. The GSPs do not establish undesirable results that are consistent for the entire Subbasin.
2. The Subbasin's chronic lowering of groundwater levels SMCs do not satisfy the requirements of SGMA and the GSP Regulations.
3. The Subbasin's land subsidence SMCs do not satisfy the requirements of SGMA and the GSP Regulations.

# SUBBASIN TIMELINE

## SWRCB Consultation Period





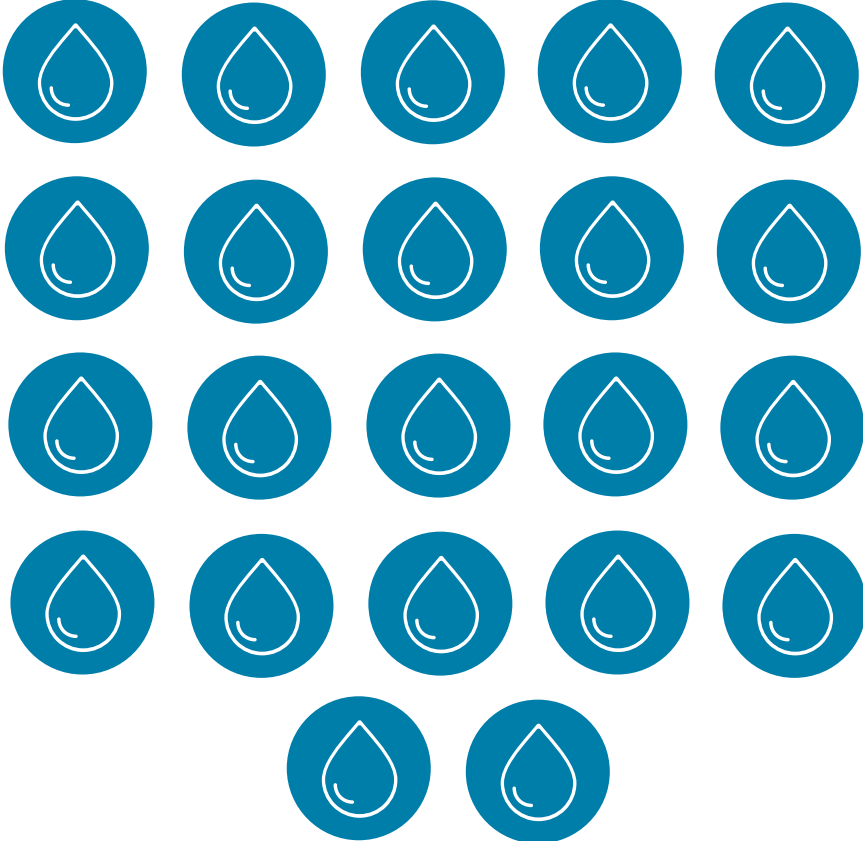
# SUBBASIN AMENDED GSP(S) DEVELOPMENT



Plan Manager /  
Point-of-Contact



Coordination  
Agreement



22 Groundwater Sustainability  
Agencies/Management Areas



15 Technical Working Group Members

# AMENDED GSP(S) DEVELOPMENT

## Participation from all GSAs:

- 146+ Virtual/In-Person Meetings and Workshops
- \$1.3 million project cost
- 6-month timeline



28  
Managers

70  
TWG

38  
Subbasin

10  
SWRCB



# SWRCB COORDINATION DURING SUBBASIN AMENDED GSP(S) DEVELOPMENT



# AMENDED GSP(S)/ SUBBASIN MANAGEMENT STRUCTURE

**6 almost identical GSPs +  
1 Coordination Agreement  
make up the Amended GSP(s)**

GSP Name	Area (acres)	Percentage of Subbasin Area	GSA	GSP Content
Kern Subbasin GSP	1,430,127	80.2%	Arvin GSA Cawelo Water District GSA Kern Groundwater Authority GSA Kern River GSA Kern Water Bank GSA Greenfield County Water Districts GSA North Kern WSD GSA Pioneer GSA Rosedale-Rio Bravo WSD GSA Semitropic Water Storage District GSA Shafter-Wasco ID GSA Southern San Joaquin MUD GSA Tejon-Castac Water District GSA West Kern Water District GSA Wheeler Ridge-Maricopa GSA	Kern Subbasin GSP
Buena Vista WSD GSA GSP	51,052	2.9%	Buena Vista WSD GSA	Kern Subbasin GSP; Supplemental GSA information on blue pages identified in Executive Summary.
Henry Miller GSA GSP	26,053	1.5%	Henry Miller GSA	Kern Subbasin GSP; Supplemental GSA information on blue pages identified in Executive Summary.
Kern-Tulare Water District GSA GSP	11,307	0.6%	Kern-Tulare Water District GSA	Kern Subbasin GSP; Supplemental GSA information on blue pages identified in Executive Summary.
Olcese Water District GSA GSP	3,206	0.2%	Olcese Water District GSA	Kern Subbasin GSP; Supplemental GSA information on blue pages identified in Executive Summary.
Westside District Water Authority GSA GSP	260,061	14.6%	Westside District Water Authority GSA	Kern Subbasin GSP; Supplemental GSA information on blue pages identified in Executive Summary.

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# RESPONSE TO DWR DEFICIENCY #1

*“The GSPs do not establish undesirable results that are consistent for the entire Subbasin.”*

*“While the Coordination Agreement presents Subbasin-wide undesirable results, the Subbasin’s fragmented approach towards establishing management criteria that define undesirable conditions in various parts of the Subbasin does not satisfy SGMA’s requirement to use same data and methodologies.”*

- ✓ **Subbasin GSAs established consistent, Subbasin-wide definitions and criteria for undesirable results for each applicable Sustainability Indicator.**
- ✓ **Subbasin GSAs conducted a thorough identification of beneficial users included a comprehensive well inventory and critical infrastructure assessment**
- ✓ **Subbasin Data Management System (DMS) was updated to notify all GSAs when an MT exceedance is uploaded.**

# REVISED UNDESIRABLE RESULTS CRITERIA



## Chronic Lowering of GW Levels

- More than 15 drinking water wells reported as dry in any given year and no more than 255 drinking water wells impacted by 2040, or
- The MTs for groundwater levels are exceeded in at least 25% of the representative monitoring sites over a single year (two consecutive seasonal measurements).



## Reduction of GW Storage

- 4% reduction in usable groundwater storage in the primary principal aquifer relative to the baseline (WY 2015) total usable groundwater storage volume
- Measured using groundwater levels as proxy



## Seawater Intrusion

- Not present or likely to occur
- Unchanged from 2022 GSPs
- Not applicable, so no SMCs established



## Degraded Water Quality

- MTs for the same groundwater quality COC are exceeded in 3 representative monitoring sites within an HCM area based on confirmed semi-annual samples and can be attributed based on a technical analysis to either groundwater extraction, managed recharge operations, and/or groundwater level changes.



## Land Subsidence

- MT extent of land subsidence is exceeded at any RMS-LS or as measured using InSAR data published annually by DWR averaged across an HCM area.



## Depletions of Interconnected Surface Waters

- Not present or likely to occur
- Unchanged from 2022 GSPs
- No SMCs established; Subbasin GSAs will re-assess after full DWR guidance on ISWs is released later this year

# RESPONSE TO DWR DEFICIENCY #2

*“The Subbasin’s chronic lowering of groundwater levels sustainable management criteria do not satisfy the requirements of SGMA and the GSP regulations.”*

*“The GSPs do not consistently and sufficiently document the effects of their selected minimum thresholds on beneficial uses and users in the Subbasin, nor explain how the minimum thresholds and measurable objectives that are set below historical lows will impact other applicable sustainability indicators...”*

- ✓ **Subbasin GSAs coordinated to use consistent methodology to establish SMCs through an iterative process.**
- ✓ **Subbasin GSAs performed a robust well impacts analysis and “depletion of supply” calculation to better quantify potential impacts and demonstrate no significant and unreasonable impacts on beneficial users.**
- ✓ **Revised Plan includes clear descriptions of how MTs affect beneficial uses and users, as well as the relationship between Sustainability Indicators.**
- ✓ **Subbasin GSAs established two key policies:**
  - ✓ **Subbasin-wide MT Exceedance Policy to trigger immediate GSA action in the event of a single MT exceedance**
  - ✓ **Framework for a Subbasin-wide Well Mitigation Program to address impacts on domestic and small community users, in partnership with Self-Help Enterprises, to be operational by January 2025.**



# RESPONSE TO DWR DEFICIENCY #3

*“The Subbasin’s land subsidence sustainable management criteria do not satisfy the requirements of SGMA.”*

*“The Plan lacks a Subbasin-wide, coordinated approach to establishing land subsidence sustainable management criteria.”*

- ✓ **Subbasin GSAs have developed a Subbasin-wide approach to address Land Subsidence.**
  - ✓ **Subbasin GSAs coordinated to use consistent methodology to establish SMCs through decision tree and risk-based matrix approach along Critical Infrastructure, and established subbasin-wide SMCs by HCM Area**
  - ✓ **Use of updated InSAR data and methodologies (e.g., InSAR time series) to differentiate between causes of subsidence within and outside of the GSAs’ authority to manage**
  - ✓ **Coordinated definition and mapping of Subbasin-wide critical infrastructure**
  - ✓ **Coordinated with key beneficial users of Regional Critical Infrastructure, including the Friant Water Authority and State Water Project California Aqueduct Subsidence Program (CASP)**

# REVISED MO AND MT BY SUSTAINABILITY INDICATOR



## Chronic Lowering of GW Levels

- MO = 2015 low groundwater elevation
- MT = the lower of:
  - Groundwater level in 2030 if the regional trend is extended from the 2015 low (the MO), or
  - Groundwater level that allows for operational flexibility below the 2015 low, based on an RMW-WL-specific record of groundwater level fluctuations



## Land Subsidence

- MO = 50% of the MT rate and MT extent
- MT =
  - Established along critical infrastructure as a rate and extent based on specific impacts to critical infrastructure or as an observed or allowable rate of subsidence, as determined by the Subbasin's risk-based approach, and
  - Set for the Subbasin as the average historical rate of subsidence in each HCM area from 2015-2024.



## Seawater Intrusion

- Not applicable



## Degraded Water Quality

- MO = The greater concentration of:
  - The applicable health-based screening standard, or
  - The median pre-2015 baseline concentration at each RMW-WQ.
- MT = The greater concentration of:
  - The applicable health-based screening standard, or
  - The maximum pre-2015 baseline concentration at each RMW-WQ.



## Reduction of GW Storage

- Chronic Lowering of Groundwater Levels used as a proxy



## Depletions of Interconnected Surface Waters

- Not applicable

# RRBWSD GSA KEY SMC CHANGES BY SUSTAINABILITY INDICATOR



## Chronic Lowering of GW Levels

- Revised SMCs definition
  - MOs changed by **-50 ft** on average
  - MTs changed by **+3 ft** on average
- Initiation of a **subbasin-wide** well mitigation program by 2025



## Land Subsidence

- Revised SMCs definition
  - **Similar to RRB 2022 Amended GSP**
  - Site-specific SMCs established along Critical Infrastructure
  - SMCs established across the entire Subbasin, based on an average across the HCM Area.



## Seawater Intrusion

- Unchanged from 2022 GSP



## Degraded Water Quality

- **Similar to RRB 2022 Amended GSP**
- Additional constituents of concern
  - Arsenic, nitrate, nitrite, nitrate+nitrite, total dissolved solids (TDS), 1,2,3-TCP, uranium
- Revised SMCs definition
- Revised RMWs (pending finalization)



## Reduction of GW Storage

- Unchanged from 2022 GSP
- **RRB had SMC – revised to proxy with Subbasin**



## Depletions of Interconnected Surface Waters

- Unchanged from 2022 GSP

# SUBBASIN MT EXCEEDANCE POLICY

## Step 1: Identification of Initial Exceedance and Investigation of RMW Area

- Investigate RMW area to determine if exceedance is isolated or systemic to a larger area
- Assess cause of exceedance (e.g., drought, activities within or outside of GSA authorities, operations in adjacent GSAs or basins)
- Provide copy of exceedance report to Subbasin GSAs

## Step 2: Confer with Subbasin GSAs

- GSAs will consider implementing P/MAs or other response actions to prevent continued exceedance

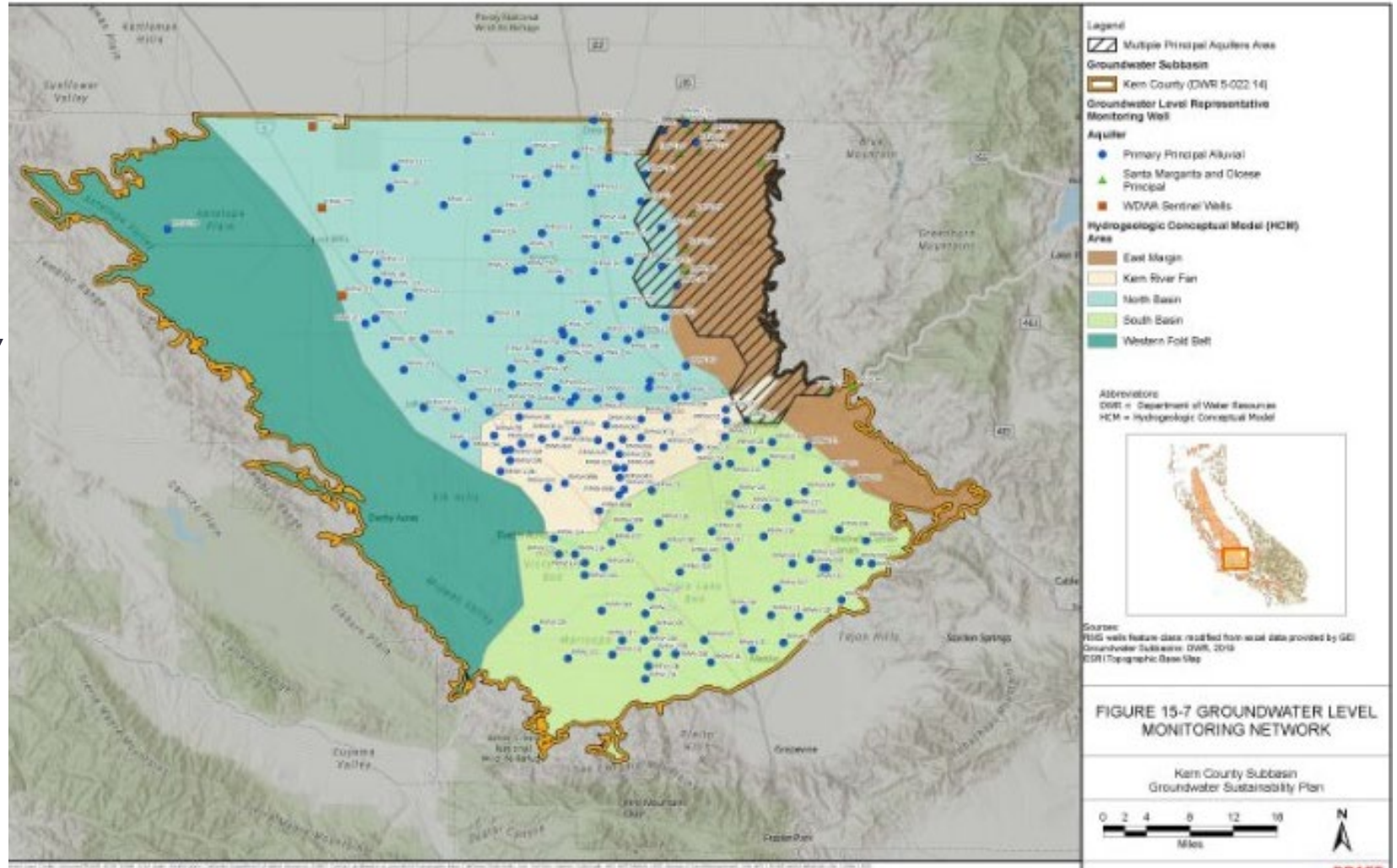
# SUBBASIN WELL MITIGATION PROGRAM

- Subbasin intends to contract with Self-Help Enterprises (SHE) for implementation of a Subbasin-wide Well Mitigation Program
- Implementation by January 2025



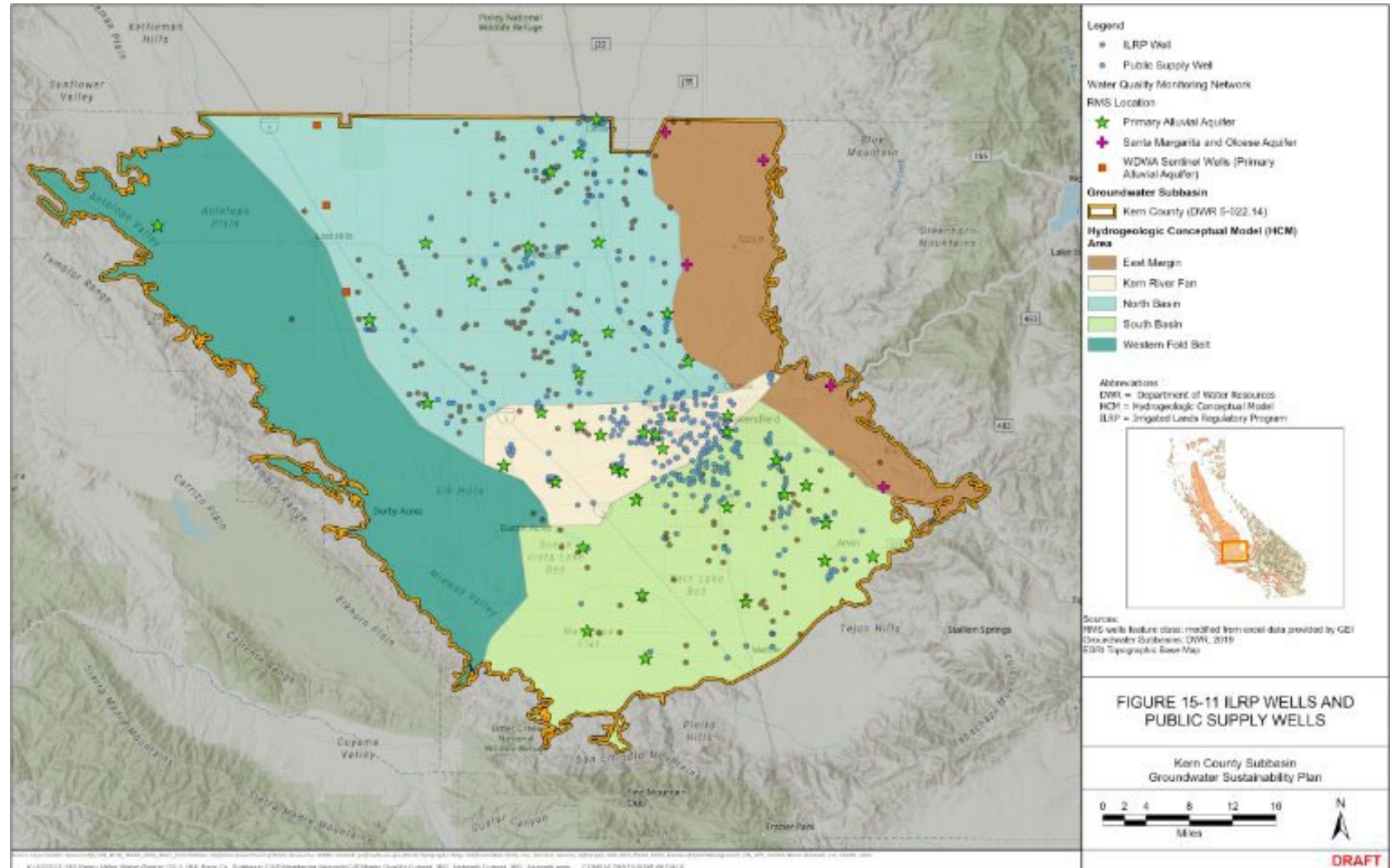
# AMENDED GSP(S) APPROACH: MONITORING NETWORK - GWL

Chronic Lowering of Groundwater Level Monitoring Network totals **184 wells**, representing the Primary Principal Alluvial and Santa Margarita and Olcese Principal aquifers



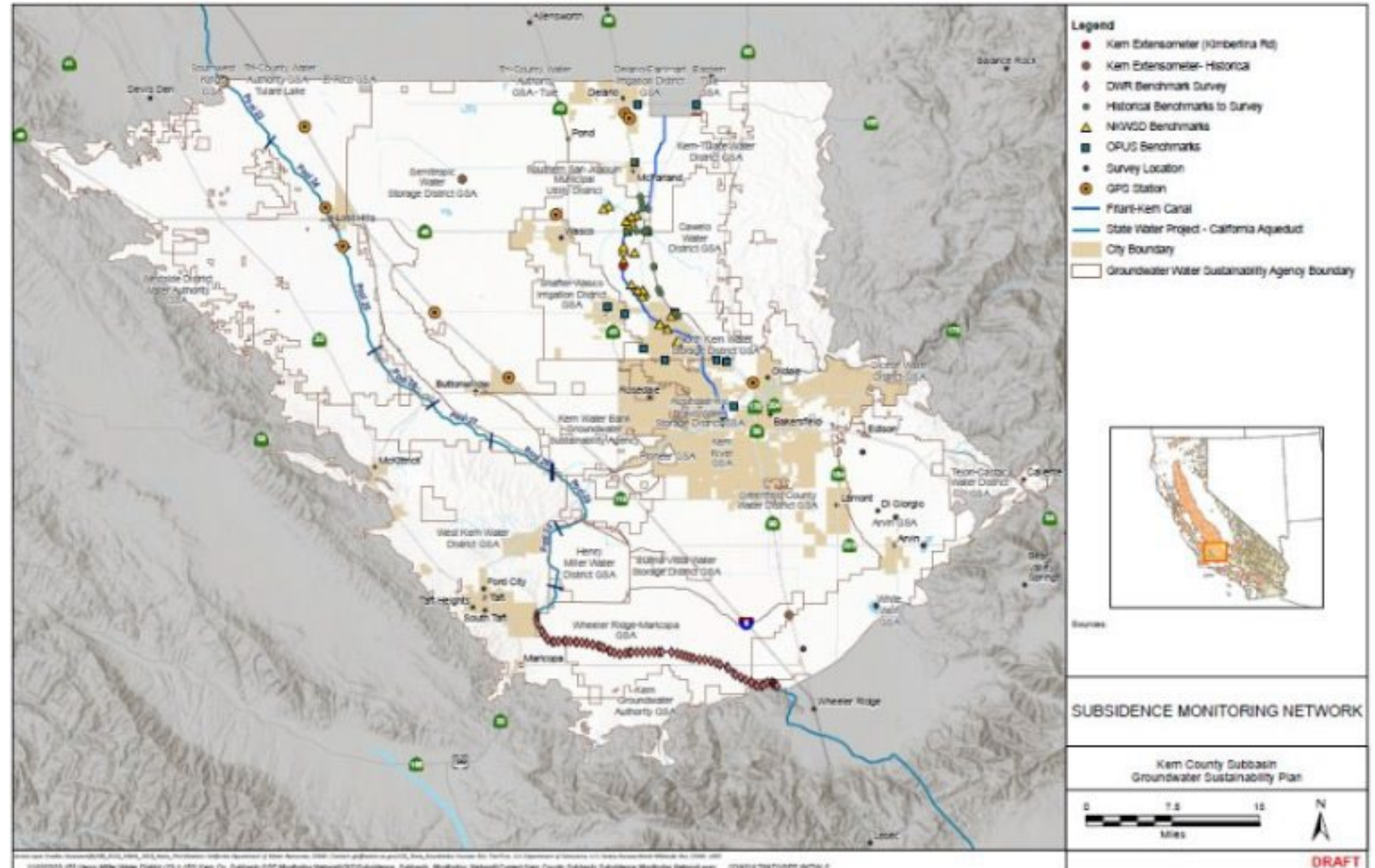
# AMENDED GSP(S) APPROACH: MONITORING NETWORK - GWQ

- Groundwater Quality Monitoring Network totals **50 wells**
- Continue to evaluate publicly collected data
  - ILRP Monitoring Wells
  - Public Supply Wells



# AMENDED GSP(S) APPROACH: MONITORING NETWORK - SUBSIDENCE

Subsidence  
Monitoring Network  
totals **144** sites and  
**InSAR** data





# RRBWS D GSA

## MONITORING NETWORK DETAILS

- Same 19 Water Level RMW's
  - Similar MT's
  - Lowered MO's
- Reduced Water Quality RMW's from 11 down to 4
  - Similar COC's
  - Similar MT's and MO's

# AMENDED GSP(S) APPROACH: WATER BUDGETS

- **Checkbook Water Budget 2010-2019**
- **Adjusted for Climate Change**
- **Entities with Zero are Surplus**
- **For P/MA Planning Purposes**
- **Basin Study to Inform Next Iteration**
- **Prior Checkbook Budget 1995-2014**
- **Deficit reduced - 20k AFY to 0 AFY**

GSA Name	Minimum Target P/MA	Planned P/MA
Arvin GSA	34,770	60,760
Buena Vista Water Storage District GSA	0	39,610
Cawelo Water District GSA	0	35,110
Eastside Water Management Area	3,940	7,020
Henry Miller Water District GSA	1,330	3,850
Kern River GSA	0	150,433
Kern Water Bank Groundwater Sustainability Agency	0	21,762
Kern-Tulare Water District GSA	970	7,720
North Kern Water Storage District GSA	0	32,620
Olcese Water District GSA	0	0
Pioneer GSA	0	0
Rosedale-Rio Bravo Water Storage District GSA	0	18,360
Semitropic Water Storage District GSA	136,040	223,600
Kern National Wildlife Refuge	0	0
Shafter-Wasco Irrigation District GSA	22,560	29,292
7th Standard	12,260	23,153
Southern San Joaquin Municipal Utility District	33,610	33,610
Tejon-Castac Water District GSA	0	1,800
West Kern Water District GSA	0	191
Westside District Water Authority GSA	0	50,000
Wheeler Ridge-Maricopa GSA	18,910	36,330
Whitelands	20,410	20,410
Subbasin Adjustment (subbasin outflow and data uncertainty)	87,320	
<b>Subbasin Total</b>	<b>372,120</b>	<b>795,631</b>



# RRBWS D GSA WATER BUDGET

Table 7. Check Book Summary for Roseale-Rio Bravo Water Storage District GSA (All values in AF)

Kern River Natural Flow, First Point of Measurement, Water Year % of Current Average	San Joaquin Valley Water Year Hydrologic Classification Index	WY	DRAFT		Native Yield for Total Developed Area <sup>1</sup>	Total Demand <sup>2</sup>	Historical Net GW Deficit (Demand - Supply) <sup>3</sup>
			Total Surface Water Supply	Effective Precipitation (ETpr)			
113%	AN	2010	88,832	12,488	10,690	87,923	-24,087
203%	W	2011	250,013	16,283	10,698	79,617	-197,377
53%	D	2012	93,181	15,000	10,660	98,598	-20,242
30%	C	2013	-8,655	9,560	10,728	101,604	89,971
25%	C	2014	-38,942	6,794	10,734	97,424	118,838
18%	C	2015	-33,627	9,921	10,763	99,910	112,853
51%	D	2016	-11,023	13,595	10,726	91,672	78,373
275%	W	2017	287,358	17,593	10,791	101,385	-214,358
60%	BN	2018	78,763	11,521	10,762	101,298	251
177%	W	2019	170,028	17,011	10,759	99,262	-98,535
55%	D	2020	-1,749	16,705	10,722	82,032	56,353
22%	C	2021	-43,277	11,725	10,729	97,108	117,931
29%	C	2022	-40,333	10,386	10,699	89,952	109,200
320%	W	2023	244,058	21,432	10,766	84,487	-191,769
<b>Average (2010-2022)</b>			<b>60,813</b>	<b>12,968</b>	<b>10,728</b>	<b>94,445</b>	<b>9,936</b>
<b>Wet (W, AN)</b>			<b>199,058</b>	<b>15,844</b>	<b>10,734</b>	<b>92,047</b>	<b>-133,589</b>
<b>Dry (C, D, BN)</b>			<b>-629</b>	<b>11,690</b>	<b>10,725</b>	<b>95,511</b>	<b>73,725</b>
<b>Percent of Supply</b>			<b>72%</b>	<b>15%</b>	<b>13%</b>	<b>112%</b>	<b>12%</b>

1 See NativeYieldCalculator Tab for Native Yield Calculation

2 Ag Crop ET + Municipal Water Supply

3 Total Demand-Total SW Supply - Effective Precipitation -Native Yield.

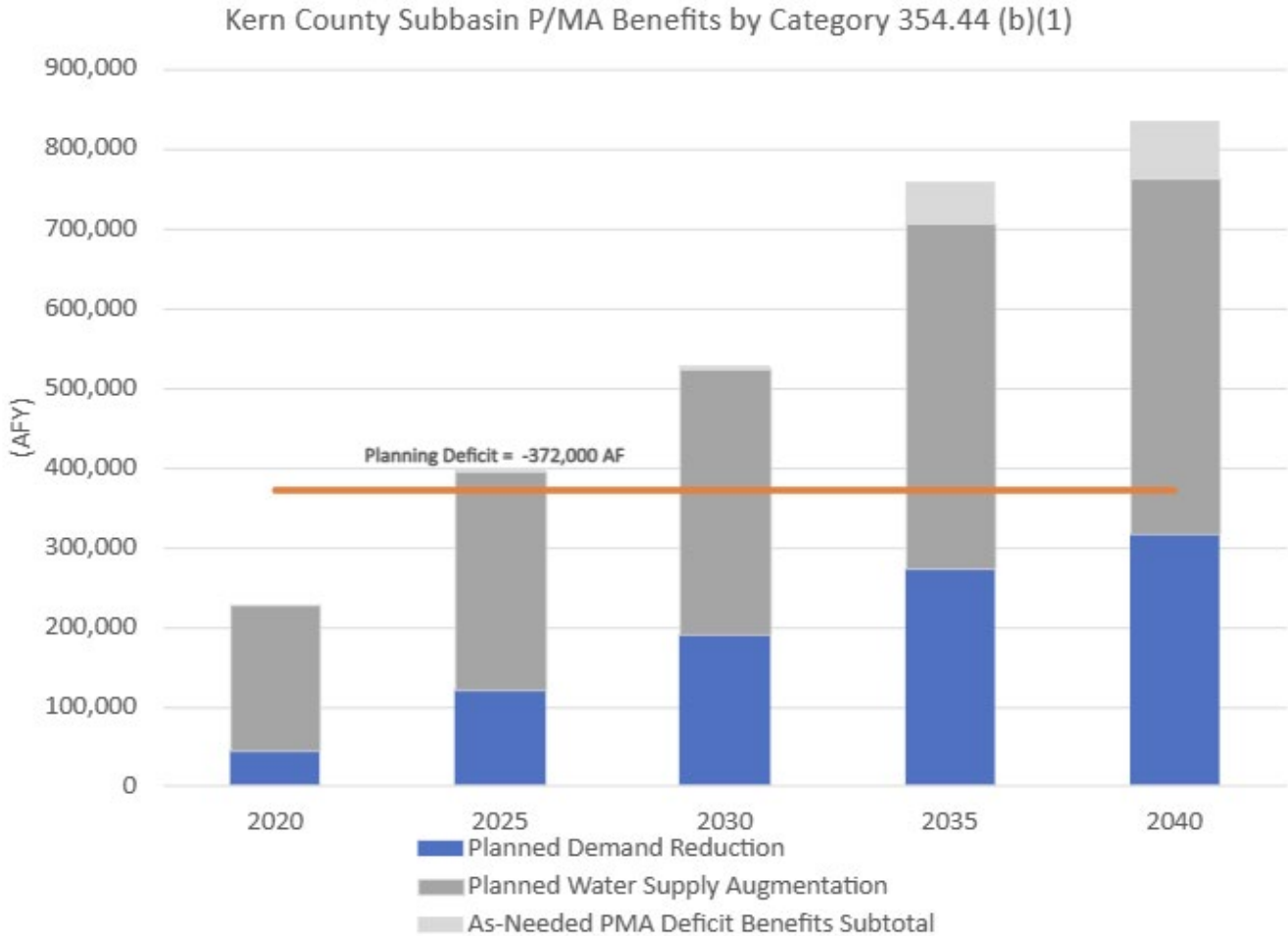
# AMENDED GSP APPROACH: CLIMATE CHANGE



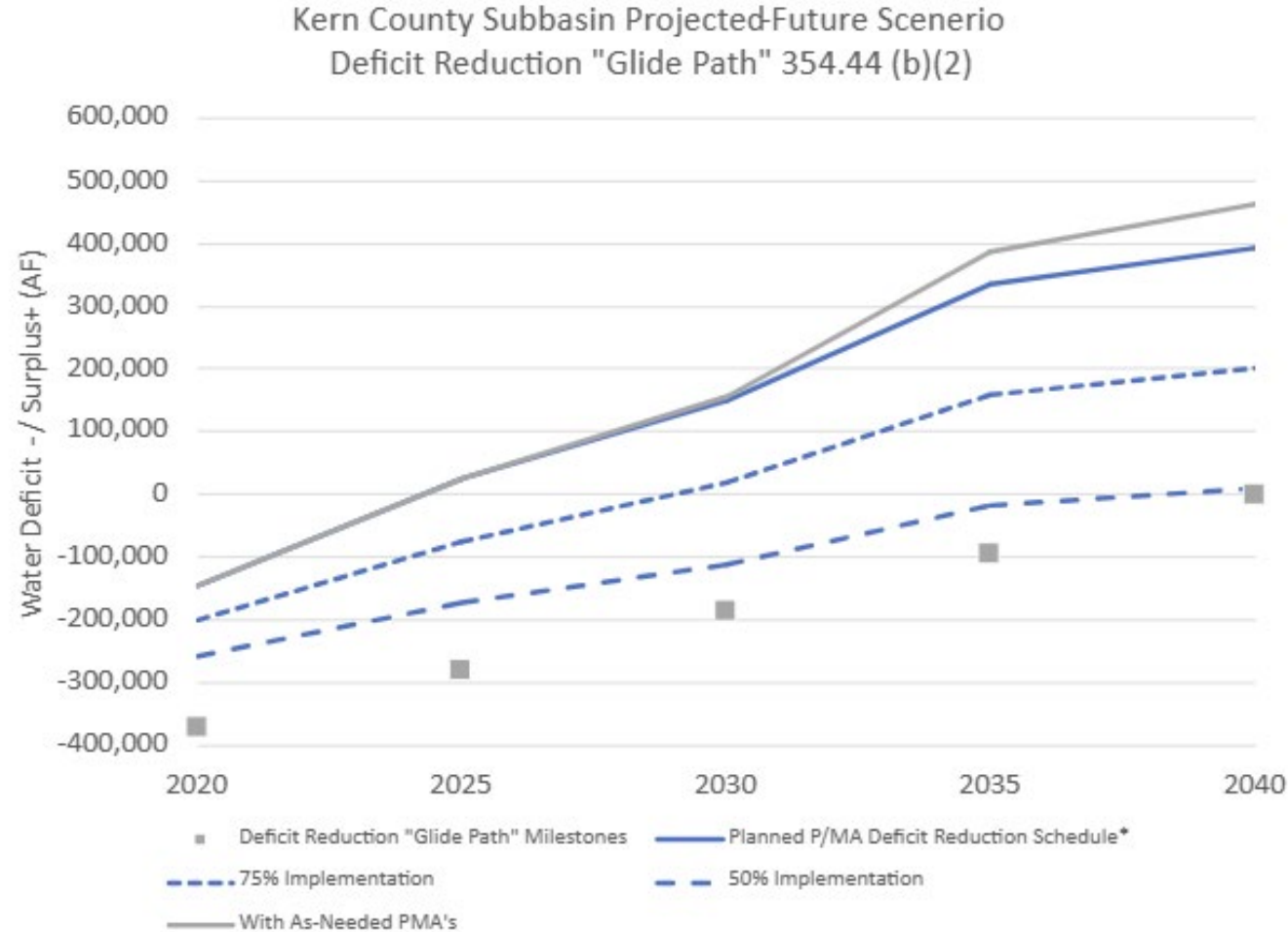
**Table 3. Check Book Summary for Kern Subbasin**

GSA Name	Wt Factor <sup>5</sup>		Deficit Due to Climate Change
	<sup>3</sup> 63%	37%	
<b>DRAFT</b>	<sup>6</sup>		
	Percent of Total Surface Water Supply in Subbasin	Percent of Total Crop ET (Irrigated Agriculture)	
Arvin GSA	8%	9%	12,153
Buena Vista Water Storage District GSA	5%	4%	7,105
Cawelo Water District GSA	3%	5%	4,990
Eastside Water Management Area	0%	0%	160
Henry Miller Water District GSA	1%	1%	1,619
Kern River GSA	17%	13%	21,656
Kern Water Bank Groundwater Sustainability Agency	8%	0%	6,787
Kern-Tulare Water District GSA	1%	1%	1,573
North Kern Water Storage District GSA	9%	8%	12,528
Oloese Water District GSA	0%	0%	59
Pioneer GSA	3%	0%	3,064
Rosedale-Rio Bravo Water Storage District GSA	5%	4%	7,011
Semitropic Water Storage District GSA	9%	18%	16,924
Kern National Wildlife Refuge	1%	1%	1,130
Shafter-Wasco Irrigation District GSA	3%	5%	4,733
7th Standard	0%	1%	606
Southern San Joaquin Municipal Utility District	4%	7%	7,287
Tejon-Castac Water District GSA	0%	0%	1
West Kern Water District GSA	1%	0%	1,257
Westside District Water Authority GSA	16%	13%	20,840
Wheeler Ridge-Maricopa GSA	6%	8%	9,799
Whitelands	0%	1%	447
<b>Subbasin Total</b>	<b>100%</b>	<b>100%</b>	<b>141,731</b>

# AMENDED GSP(S) APPROACH: SUBBASIN PROJECTS AND MANAGEMENT ACTIONS



# AMENDED GSP(S) APPROACH: SUBBASIN PROJECTS AND MANAGEMENT ACTIONS



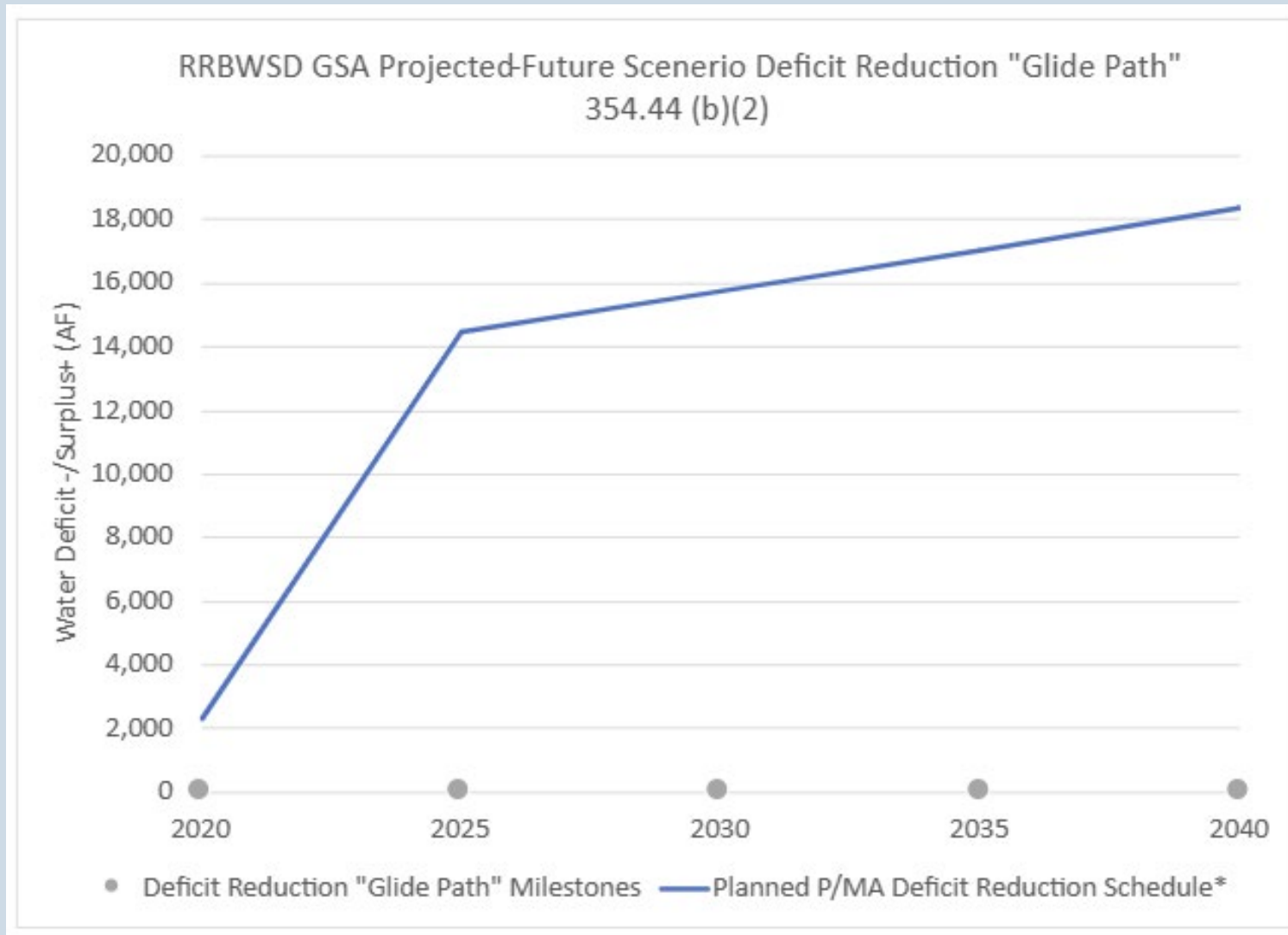
# RRBWS D GSA PROJECTS AND MANAGEMENT ACTIONS DETAILS

Project and Management Action Implementation Schedule (AFY)						
Rosedale-Rio Bravo WSD GSA Projected-Future Scenerio Deficit Reduction "Glide Path" 354.44 (b)(2)		2020	2025	2030	2035	2040
Projected Deficit			0			
Target Deficit Reduction (%)		0	25%	50%	75%	100%
Target Deficit Reduction		0	0	0	0	0
Deficit Reduction "Glide Path" Milestones		0	0	0	0	0
Project and Management Action, by Type (AFY)						
Planned Demand Reduction	Land Retirement	578	2,167	2,167	2,167	2,167
	Demand Reduction	0	3,300	4,600	5,900	7,200
	Ag to Urban Conversion					
	Water Conservation-Efficiency					
<b>Subtotal</b>		<b>578</b>	<b>5,467</b>	<b>6,767</b>	<b>8,067</b>	<b>9,367</b>
Planned Water Supply Augmentation	Supplemental Water Recharge					
	Supplemental Water Use					
	Third-Party Banking	1,733	2,993	2,993	2,993	2,993
	New Local Supply					
	Exercise of Rights		6,000	6,000	6,000	6,000
<b>Subtotal</b>		<b>1,733</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>
<b>P/MA Implementation Schedule*</b>		<b>2,311</b>	<b>14,460</b>	<b>15,760</b>	<b>17,060</b>	<b>18,360</b>
<i>Total As-Needed P/MA Deficit Benefits</i>		<i>0</i>	<i>0</i>	<i>0</i>	<i>13,157</i>	<i>14,283</i>
<b>Planned P/MA Deficit Reduction Schedule*</b>		<b>2,311</b>	<b>14,460</b>	<b>15,760</b>	<b>17,060</b>	<b>18,360</b>

\* Implementation Date includes estimated time to start accruing benefits

Target = 0

# RRBWSD GSA GLIDE SLOPE PROJECTS AND MANAGEMENT ACTIONS DETAILS





# RRBWS D GSA IMPLEMENTATION COST PROJECTS AND MANAGEMENT ACTIONS DETAILS

RRBWS D GSA	Estimated Costs	
	One-time	Annual
Implemented	\$9,650,000	\$351,500
Functional		
In-Process	\$46,025,000	\$791,000
As-Needed	\$94,200,000	\$4,319,000
<b>Total</b>	<b>\$149,875,000</b>	<b>\$5,461,500</b>

# RRBWSD GSA – PROJECT IMPLEMENTATION

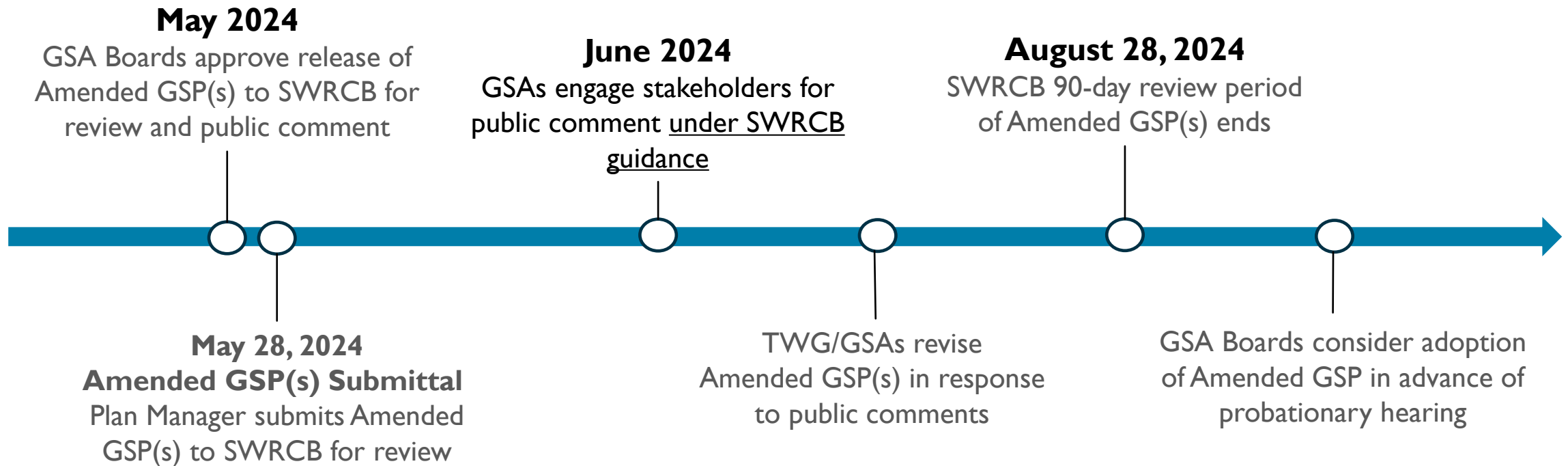
Projects		Implemented	Functional	In-Process	As-Needed		
RRB-1	Stockdale East Water Storage and Recovery Project	Acquisition and retirement of 200 acres of irrigated ag lands and development of 200 acres of new recharge ponds. For conjunctive-use and 2:1 third party banking.		✓	✓	✓	Land Retirement Third-Party Banking
RRB-2	McCaslin Recharge Improvements	Acquisition and retirement of 175 acres of irrigated ag lands and development of 175 acres of new recharge ponds. For conjunctive-use and 2:1 third party banking.		✓	✓	✓	Land Retirement Third-Party Banking
RRB-3	Kern Fan Water Storage Project Phase 1	Acquisition and retirement of 350 acres of irrigated ag lands, and development of 350 acres of new recharge ponds. For conjunctive-use and 2:1 third party banking.		✓	✓	✓	Land Retirement Third-Party Banking
RRB-4	Onyx Ranch Water Acquisition	Acquisition of 4109 acres of land with water rights from the South Fork of the Kern River. Following of ranches and change of point of diversion to Kern Subbasin for groundwater recharge.		✓	✓	✓	Exercise of Rights
KSB-1	Friant-Kern Canal Capacity Mitigation	1) Collaborate with FWA to develop costs estimates for the Lower Reach Capacity Correction, 2) develop an attribution analysis of post-2020 subsidence impacts, 3) participate in developing a value of water analysis in cooperation with FWA and 4) develop and implement a funding mechanism to pay for post-2020 conveyance impacts on the FKC attributable to subsidence.		✓		✓	

# RRBWS D GSA – MANAGEMENT ACTION IMPLEMENTATION

Management Actions		Implemented	Functional	In-Process	As-Needed	
RRB-11	Project Recovery Operations Plan	Domestic, small community, and irrigation well mitigation program to address impacts related to temporary lowering of water levels during prolonged droughts on adjacent lands.		✓		
RRB-12	White Land Water Budget/Demand Imbalance Reduction	White Lands (non-RRBWS D lands in RRBWS D GSA) not used for groundwater banking will correct the water supply imbalance by setting water budgets and a linear reduction of 5% per year over the planning period of 2020-2040.		✓	✓	✓
RRB-13	District Land Water Budget/Water Charge Demand Reduction	Setting of a Sustainable Water Budget and collection of a Groundwater Use Charge assisting with project financing and creating approximately a 2.5% demand reduction.		✓	✓	✓
KSB-2	Coordination with Groundwater Regulatory Programs	Coordination with various water quality regulatory programs by local, state, and federal agencies. Some of these programs include the Irrigated Lands Regulatory Program, SAFER projects, Central Valley Salinity Alternatives for Long-term Sustainability (CV-SALTS), as well as local Groundwater Banking MOU's.		✓	✓	
KSB-3	Exceedance Policy	Subbasin wide policy to provide protocols for groundwater GSAs to investigate exceedances. This policy is developed in conjunction with the Subbasin Well Mitigation Program which identifies mitigation strategies for vulnerable communities.		✓	✓	✓

KSB-4	Coordination with Basin Study	Coordination with local GSA's to gain a better understanding of the Kern Subbasin and how best to manage for sustainability, native yield, subsurface flow, and evapotranspiration. The further development of the data management system to improve data access and transparency.
KSB-5	Domestic Well Mitigation	Development of a subbasin domestic and small community well mitigation program to assist with financial aspects of emergency water supplies and well improvement and replacement due to lowering of groundwater levels.
KSB-6	White Land Demand Management	Development of governance structure and demand reduction action for Subbasin white lands (lands not within a district or management area). Correct the water supply imbalance by setting water budgets and a linear reduction of 10% per year over the planning period of 2030-2040.
KSB-7	Well Registry	Maintain and improve 2024 Subbasin well inventory in the DMS platform with added data from field surveys, current beneficial use determinations, and coordination with Kern County Environmental Health and DWR to track new wells, etc.
KSB-8	Consumptive-Use Study	Maintain and improve existing Subbasin consumptive-use study (ITRC Metric/LandIQ) for accurate estimates of water use by parcel within GSA's.

# PROPOSED SCHEDULE LEADING TO GSP(S) ADOPTION



# AMENDED GSP(S) APPROACH

## SUBBASIN NEXT STEPS

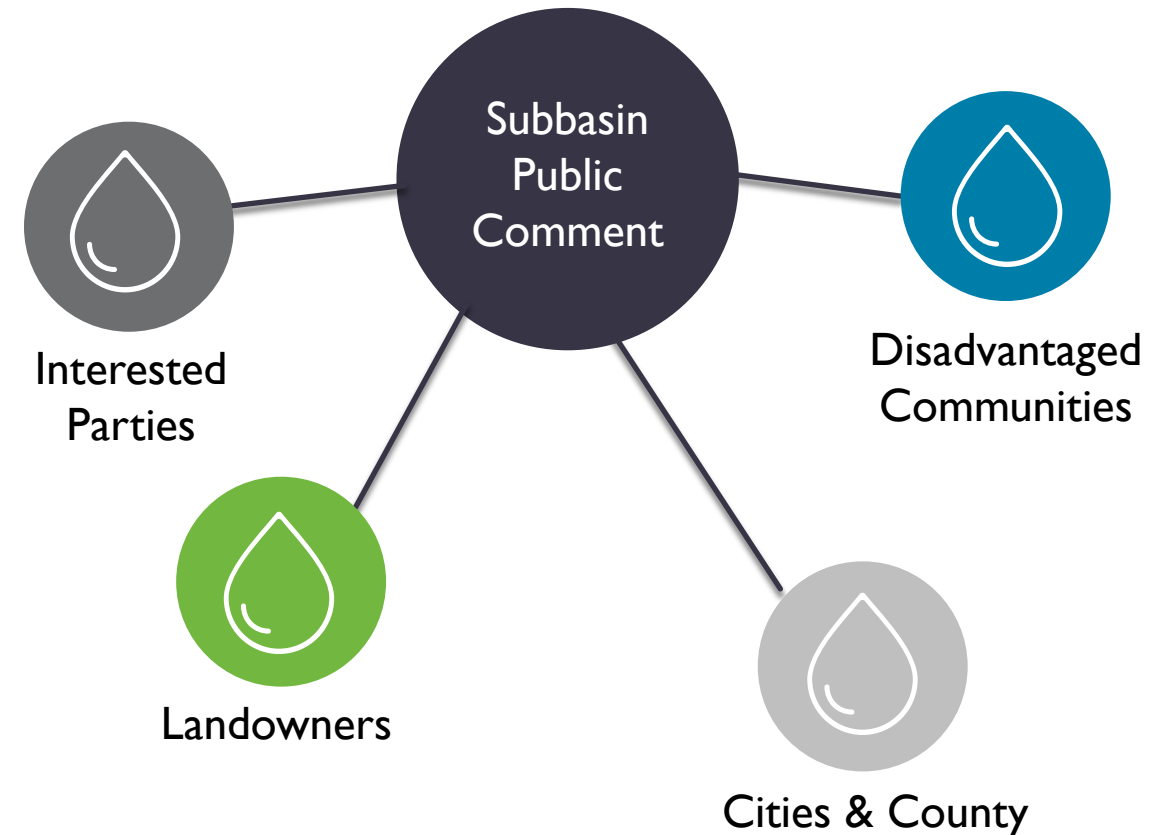
Prior to a scheduled SWRCB Public Hearing:

**Additional SWRCB Meetings**

**Public Comment\***

**Establish Partnerships**

- Kern County Environmental Health
- Self-Help Enterprises
- Kern Water Collaborative
- Friant Water Authority
- Water Association of Kern County
- Municipalities & Purveyors



\*SWRCB Guidance

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# CLOSING REMARKS

**RRBWSD GSA support of the Amended GSP submittal to SWRCB staff ultimately supports the Kern County Subbasin's commitment to SGMA implementation.**

- Coordinated approach to revised GSPs
- Coordination with State
- Coordination with partners and interested parties



# **AMENDED KERN COUNTY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN(S)**

**MAY 14, 2024**

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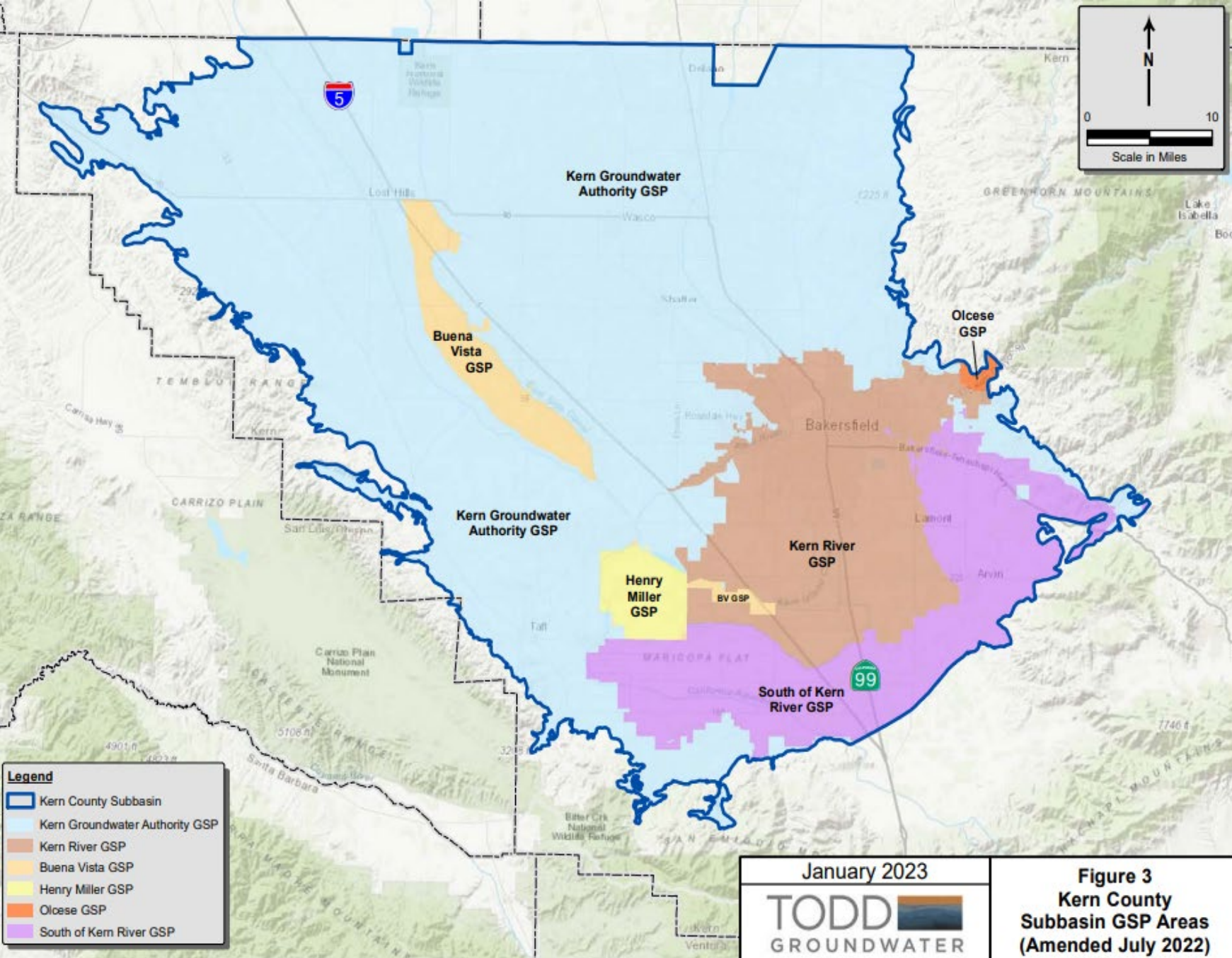
# OVERVIEW

## Background & Timeline (2017 – 2025)

### Amended **GSP(s)** Approach

- Sustainable Management Criteria
- Monitoring Network
- Water Budgets
- Projects and Management Actions
- Plan Implementation
- Next Steps





# KERN COUNTY SUBBASIN BACKGROUND

- 2017  
GSAs Formed in Basin
- 2018  
SGMA Initiated in Basin
- 2020  
5 GSPs submitted to DWR
- 2022  
DWR issued Incomplete Letter
- 2022  
6 Revised GSPs submitted to DWR
- 2023  
DWR issued Inadequate Letter

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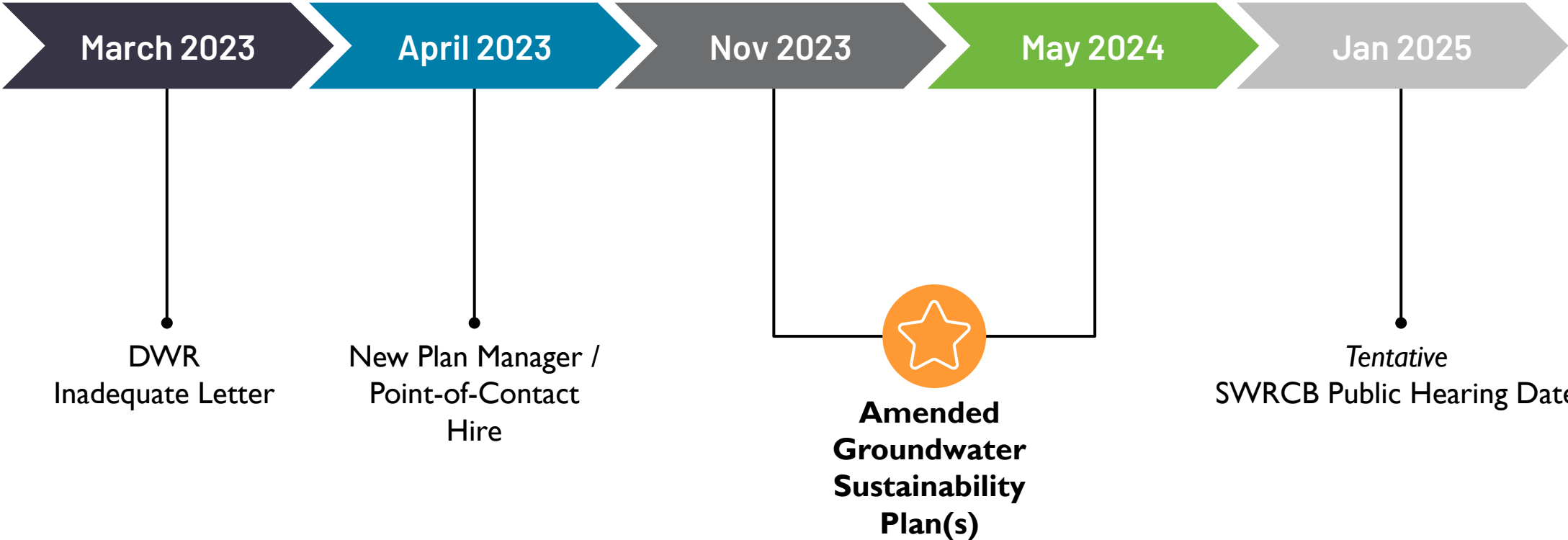
# DWR DEFICIENCIES

## MARCH 2023 INADEQUATE LETTER

1. The GSPs do not establish undesirable results that are consistent for the entire Subbasin.
2. The Subbasin's chronic lowering of groundwater levels SMCs do not satisfy the requirements of SGMA and the GSP Regulations.
3. The Subbasin's land subsidence SMCs do not satisfy the requirements of SGMA and the GSP Regulations.

# SUBBASIN TIMELINE

## SWRCB Consultation Period



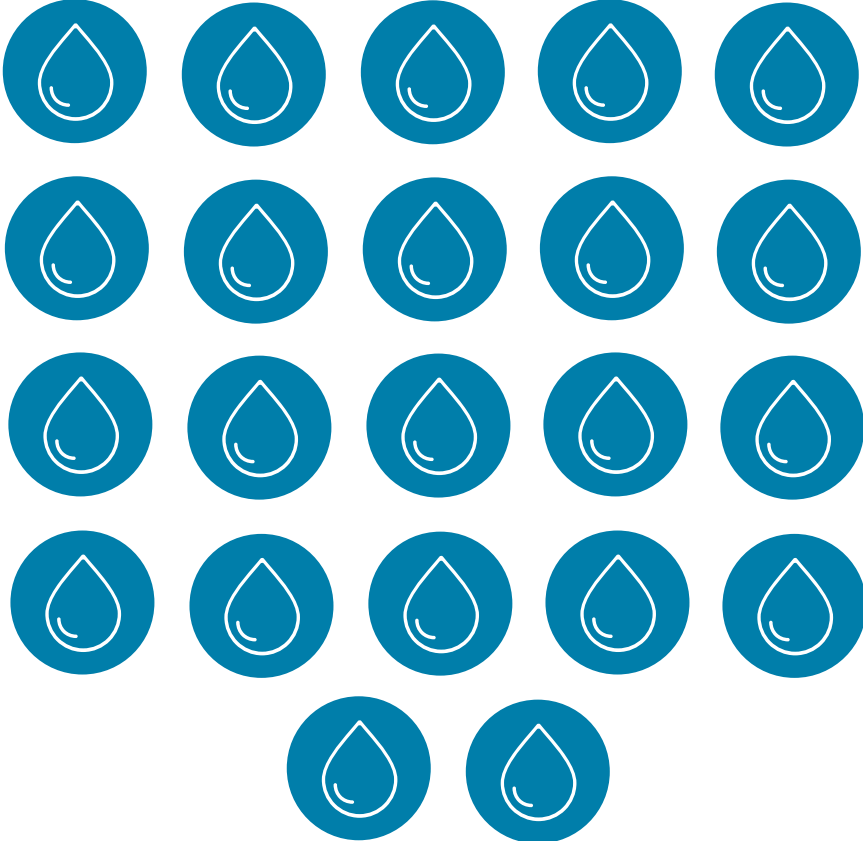
# SUBBASIN AMENDED GSP(S) DEVELOPMENT



Plan Manager /  
Point-of-Contact



Coordination  
Agreement



22 Groundwater Sustainability  
Agencies/Management Areas



15 Technical Working Group Members

# AMENDED GSP(S) DEVELOPMENT

## Participation from all GSAs:

- 146+ Virtual/In-Person Meetings and Workshops
- \$1.3 million project cost
- 6-month timeline



28  
Managers

70  
TWG

38  
Subbasin

10  
SWRCB

# COORDINATED APPROACH TO ADDRESS DEFICIENCIES IN AMENDED GSP(S)

- ✓ Sustainable Management Criteria
- ✓ Monitoring Network
- ✓ Water Budget
- ✓ Projects and Management Actions
- ✓ Plan Implementation

Activity	October 2023				November 2023				December 2023				January 2024				February 2024				March 2024				April 2024				May 2024				August 2024				
	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3
<b>Decisions Needed</b>																																					
GSP format																																					
<b>Manager Policy Development</b>																																					
Exceedance Policy (PIMA team)																																					
Well Mitigation Program																																					
<b>GSP Preliminary and Draft GSP Chapters</b>																																					
1-4: Purpose, Sustainability Goal, Agency Information, GSP Organization																																					
5: Plan Area, Introduce Organizing Themes, Land Use Elements, Communications																																					
6-8: Basin Setting, Hydrogeological Conceptual Model, Groundwater Conditions																																					
9: Water Budget																																					
10: Management Areas																																					
11-15: SMCs																																					
16: Monitoring Network																																					
17: PIMAs																																					
18: Plan Implementation																																					
Executive Summary																																					
Final Draft																																					
<b>State Board Meetings</b>																																					
Follow up to GWL SMCs																																					
Substance SMCs																																					
Water Quality SMCs																																					
Well Inventory & Well Mitigation Program, Monitoring Network																																					
Water Budgets & Banking Programs																																					
Projects & Management Actions																																					
Overview of the Final GSP																																					

# SWRCB COORDINATION DURING SUBBASIN AMENDED GSP(S) DEVELOPMENT



# UPDATED GSP(S)/BASIN MANAGEMENT STRUCTURE

**6 almost identical GSPs +  
1 Coordination Agreement  
make up the Amended GSP(s)**

GSP Name	Area (acres)	Percentage of Subbasin Area	GSA	GSP Differences
Kern Subbasin GSP	1,430,127	80.2%	Arvin GSA Cawelo Water District GSA Kern Groundwater Authority GSA Kern River GSA Kern Water Bank GSA Greenfield County Water Districts GSA North Kern WSD GSA Pioneer GSA Rosedale-Rio Bravo WSD GSA Semitropic Water Storage District GSA Shafter-Wasco ID GSA Southern San Joaquin MUD GSA Tejon-Castac Water District GSA West Kern Water District GSA Wheeler Ridge-Maricopa GSA	No additional GSA-specific text or pages
Buena Vista WSD GSA GSP	51,052	2.9%	Buena Vista WSD GSA	Refer to Executive Summary and text in Sections XXX. All on blue pages.
Henry Miller GSA GSP	26,053	1.5%	Henry Miller GSA	
Kern-Tulare Water District GSA GSP	11,307	0.6%	Kern-Tulare Water District GSA	Kern-Tulare Water District GSA covers both Kern County and Tule subbasins; Refer to text on blue pages in Sections XX.
Olcese Water District GSA GSP	3,206	0.2%	Olcese Water District GSA	
Westside District Water Authority GSA GSP	260,061	14.6%	Westside District Water Authority GSA	



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# RESPONSE TO DWR DEFICIENCY #1

*“The GSPs do not establish undesirable results that are consistent for the entire Subbasin.”*

*“While the Coordination Agreement presents Subbasin-wide undesirable results, the Subbasin’s fragmented approach towards establishing management criteria that define undesirable conditions in various parts of the Subbasin does not satisfy SGMA’s requirement to use same data and methodologies.”*

- ✓ **Subbasin GSAs established consistent, Subbasin-wide definitions and criteria for undesirable results for each applicable Sustainability Indicator.**
- ✓ **Subbasin GSAs conducted a thorough identification of beneficial users included a comprehensive well inventory and critical infrastructure assessment**
- ✓ **Subbasin Data Management System (DMS) was updated to notify all GSAs when an MT exceedance is uploaded.**

# REVISED UNDESIRABLE RESULTS CRITERIA



## Chronic Lowering of GW Levels

- More than 15 drinking water wells reported as dry in any given year and no more than 255 drinking water wells impacted by 2040, or
- The MTs for groundwater levels are exceeded in at least 25% of the representative monitoring sites over a single year (two consecutive seasonal measurements).



## Reduction of GW Storage

- 4% reduction in usable groundwater storage in the primary principal aquifer relative to the baseline (WY 2015) total usable groundwater storage volume
- Measured using groundwater levels as proxy



## Seawater Intrusion

- Not present or likely to occur
- Unchanged from 2022 GSPs
- Not applicable, so no SMCs established



## Degraded Water Quality

- MTs for the same groundwater quality COC are exceeded in 3 representative monitoring sites within an HCM area based on confirmed semi-annual samples and can be attributed based on a technical analysis to either groundwater extraction, managed recharge operations, and/or groundwater level changes.



## Land Subsidence

- MT extent of land subsidence is exceeded at any RMS-LS or as measured using InSAR data published annually by DWR averaged across an HCM area.



## Depletions of Interconnected Surface Waters

- Not present or likely to occur
- Unchanged from 2022 GSPs
- No SMCs established; Subbasin GSAs will re-assess after full DWR guidance on ISWs is released later this year

# RESPONSE TO DWR DEFICIENCY #2

*“The Subbasin’s chronic lowering of groundwater levels sustainable management criteria do not satisfy the requirements of SGMA and the GSP regulations.”*

*“The GSPs do not consistently and sufficiently document the effects of their selected minimum thresholds on beneficial uses and users in the Subbasin, nor explain how the minimum thresholds and measurable objectives that are set below historical lows will impact other applicable sustainability indicators...”*

- ✓ **Subbasin GSAs coordinated to use consistent methodology to establish SMCs through an iterative process.**
- ✓ **Subbasin GSAs performed a robust well impacts analysis and “depletion of supply” calculation to better quantify potential impacts and demonstrate no significant and unreasonable impacts on beneficial users.**
- ✓ **Revised Plan includes clear descriptions of how MTs affect beneficial uses and users, as well as the relationship between Sustainability Indicators.**
- ✓ **Subbasin GSAs established two key policies:**
  - ✓ **Subbasin-wide MT Exceedance Policy to trigger immediate GSA action in the event of a single MT exceedance**
  - ✓ **Framework for a Subbasin-wide Well Mitigation Program to address impacts on domestic and small community users, in partnership with Self-Help Enterprises, to be operational by January 2025.**

# RESPONSE TO DWR DEFICIENCY #3

*“The Subbasin’s land subsidence sustainable management criteria do not satisfy the requirements of SGMA.”*

*“The Plan lacks a Subbasin-wide, coordinated approach to establishing land subsidence sustainable management criteria.”*

- ✓ **Subbasin GSAs have developed a Subbasin-wide approach to address Land Subsidence.**
  - ✓ **Subbasin GSAs coordinated to use consistent methodology to establish SMCs through decision tree and risk-based matrix approach along Critical Infrastructure, and established subbasin-wide SMCs by HCM Area**
  - ✓ **Use of updated InSAR data and methodologies (e.g., InSAR time series) to differentiate between causes of subsidence within and outside of the GSAs’ authority to manage**
  - ✓ **Coordinated definition and mapping of Subbasin-wide critical infrastructure**
  - ✓ **Coordinated with key beneficial users of Regional Critical Infrastructure, including the Friant Water Authority and State Water Project California Aqueduct Subsidence Program (CASP)**

# REVISED MO AND MT BY SUSTAINABILITY INDICATOR



## Chronic Lowering of GW Levels

- MO = 2015 low groundwater elevation
- MT = the lower of:
  - Groundwater level in 2030 if the regional trend is extended from the 2015 low (the MO), or
  - Groundwater level that allows for operational flexibility below the 2015 low, based on an RMW-WL-specific record of groundwater level fluctuations



## Land Subsidence

- MO = 50% of the MT rate and MT extent
- MT =
  - Established along critical infrastructure as a rate and extent based on specific impacts to critical infrastructure or as an observed or allowable rate of subsidence, as determined by the Subbasin's risk-based approach, and
  - Set for the Subbasin as the average historical rate of subsidence in each HCM area from 2015-2024.



## Seawater Intrusion

- Not applicable



## Degraded Water Quality

- MO = The greater concentration of:
  - The applicable health-based screening standard, or
  - The median pre-2015 baseline concentration at each RMW-WQ.
- MT = The greater concentration of:
  - The applicable health-based screening standard, or
  - The maximum pre-2015 baseline concentration at each RMW-WQ.



## Reduction of GW Storage

- Chronic Lowering of Groundwater Levels used as a proxy



## Depletions of Interconnected Surface Waters

- Not applicable

# RRBWSD GSA KEY SMC CHANGES BY SUSTAINABILITY INDICATOR



## Chronic Lowering of GW Levels

- Revised SMCs definition
  - MOs changed by **-50 ft** on average
  - MTs changed by **+3 ft** on average
- Initiation of a **subbasin-wide** well mitigation program by 2025



## Land Subsidence

- Revised SMCs definition
  - **Similar to RRB 2022 Amended GSP**
  - Site-specific SMCs established along Critical Infrastructure
  - SMCs established across the entire Subbasin, based on an average across the HCM Area.



## Seawater Intrusion

- Unchanged from 2022 GSP



## Degraded Water Quality

- **Similar to RRB 2022 Amended GSP**
- Additional constituents of concern
  - Arsenic, nitrate, nitrite, nitrate+nitrite, total dissolved solids (TDS), 1,2,3-TCP, uranium
- Revised SMCs definition
- Revised RMWs (pending finalization)



## Reduction of GW Storage

- Unchanged from 2022 GSP
- **RRB had SMC – revised to proxy with Subbasin**



## Depletions of Interconnected Surface Waters

- Unchanged from 2022 GSP

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# SUBBASIN MT EXCEEDANCE POLICY

## Step 1: Identification of Initial Exceedance and Investigation of RMW Area

- Investigate RMW area to determine if exceedance is isolated or systemic to a larger area
- Assess cause of exceedance (e.g., drought, activities within or outside of GSA authorities, operations in adjacent GSAs or basins)
- Provide copy of exceedance report to Subbasin GSAs

## Step 2: Confer with Subbasin GSAs

- GSAs will consider implementing P/MAs or other response actions to prevent continued exceedance

# SUBBASIN WELL MITIGATION PROGRAM

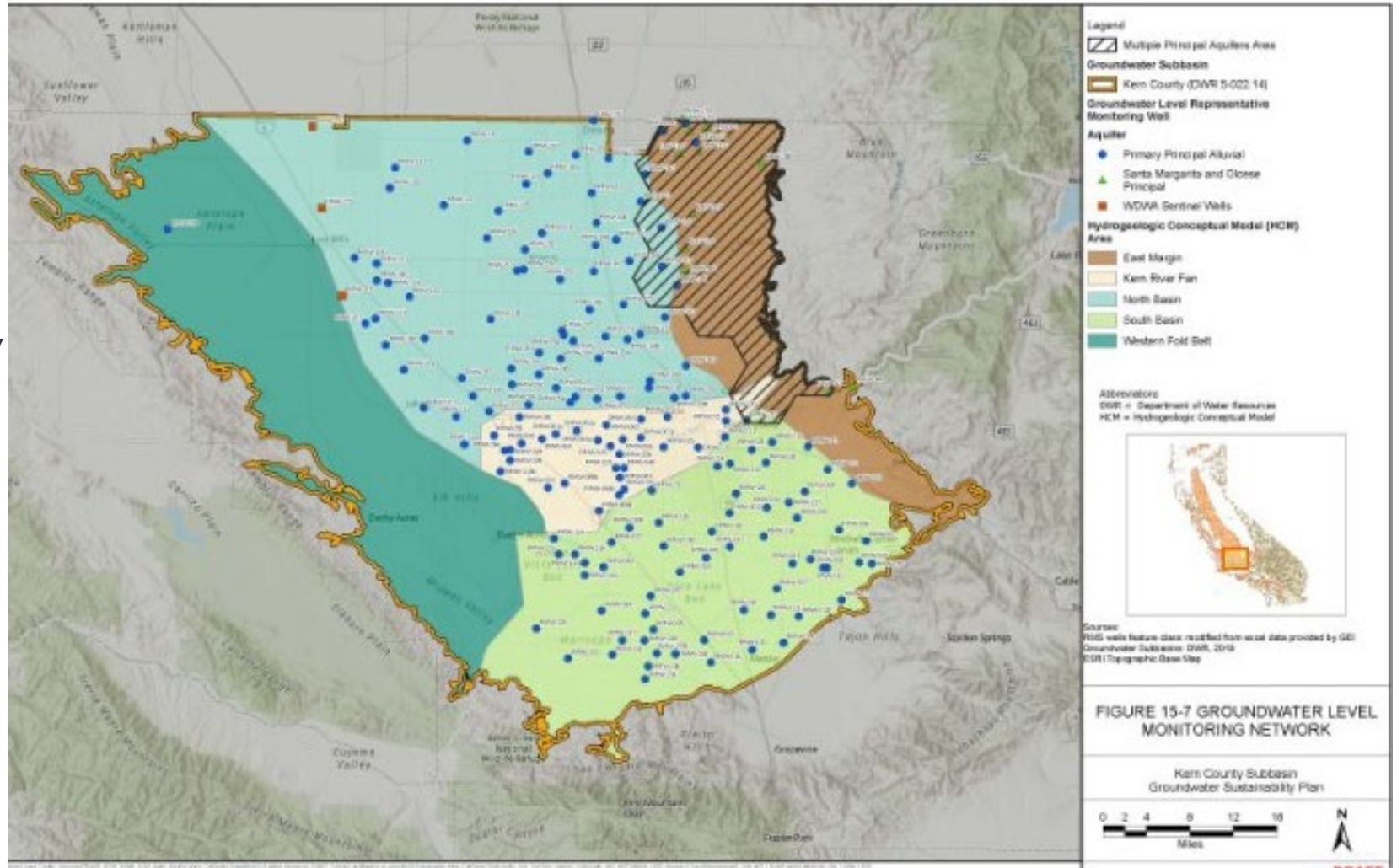
- Subbasin intends to contract with Self-Help Enterprises (SHE) for implementation of a Subbasin-wide Well Mitigation Program
- Implementation by January 2025





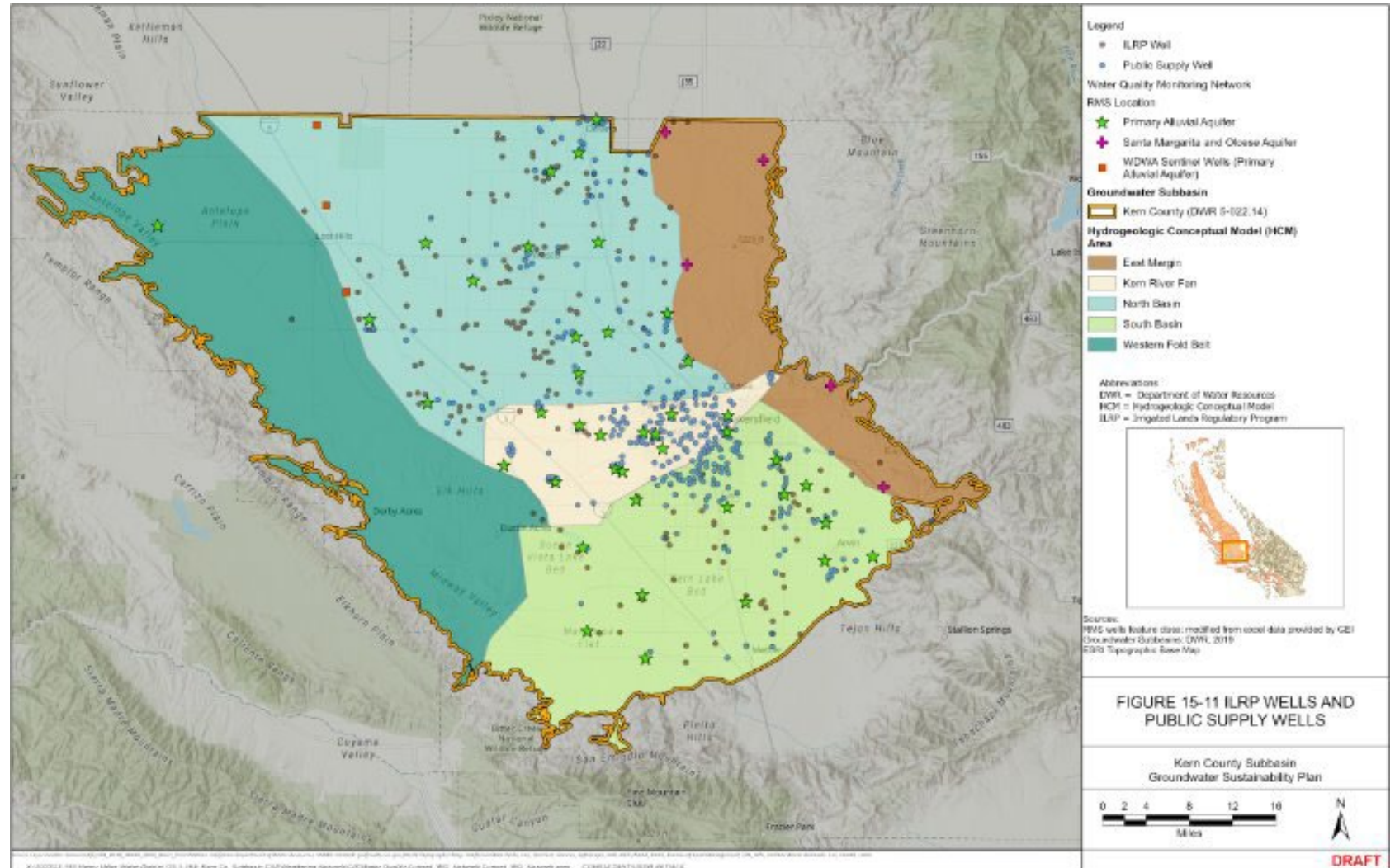
# AMENDED GSP(S) APPROACH: MONITORING NETWORK - GWL

Chronic Lowering of Groundwater Level Monitoring Network totals **184 wells**, representing the Primary Principal Alluvial and Santa Margarita and Olcese Principal aquifers



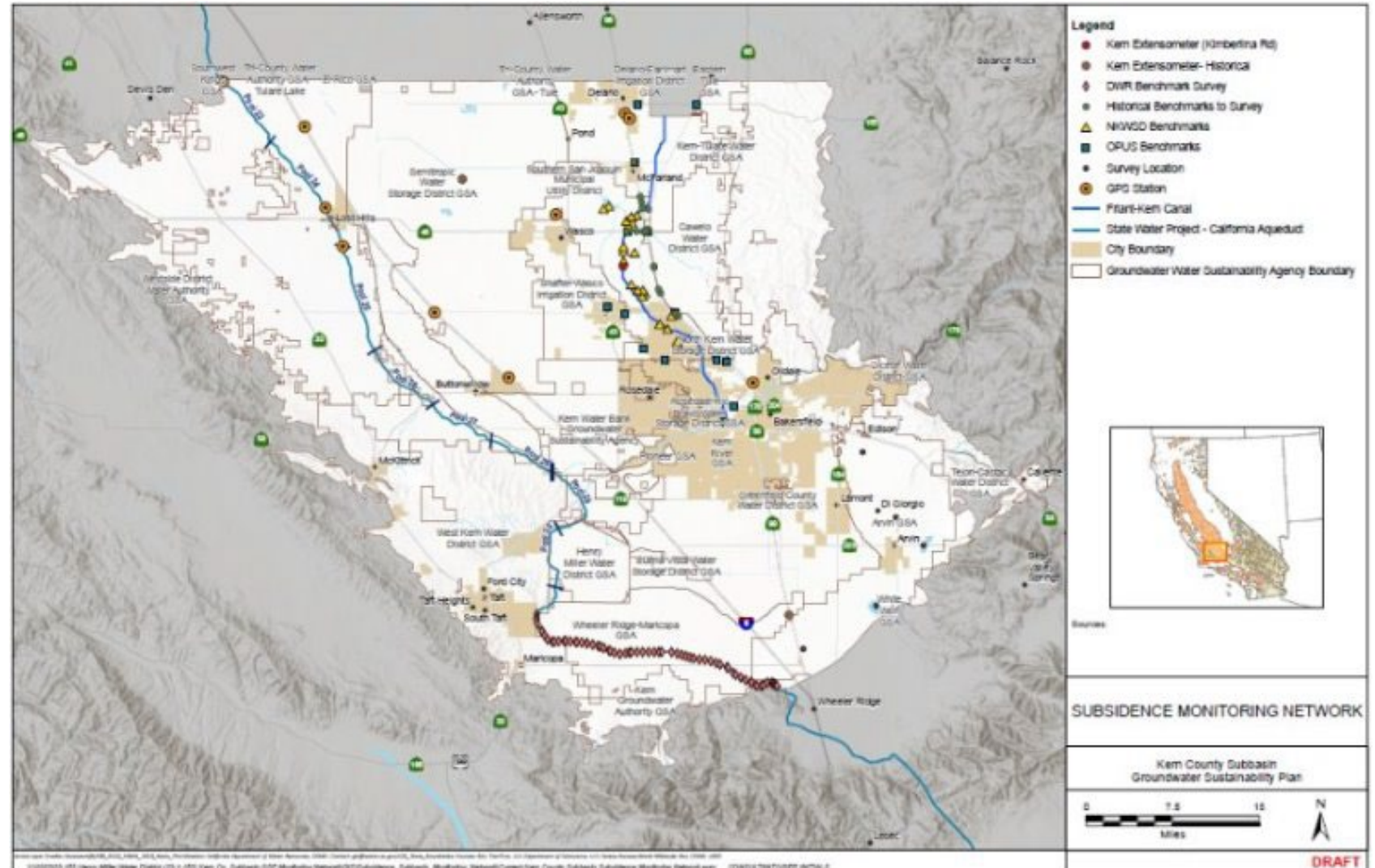
# AMENDED GSP(S) APPROACH: MONITORING NETWORK - GWQ

- Groundwater Quality Monitoring Network totals **50 wells**
- Continue to evaluate publicly collected data
  - ILRP Monitoring Wells
  - Public Supply Wells



# AMENDED GSP(S) APPROACH: MONITORING NETWORK - SUBSIDENCE

Subsidence  
Monitoring Network  
totals **144** sites and  
**InSAR** data



# RRBWS D GSA

## MONITORING NETWORK DETAILS

- Same 19 Water Level RMW's
  - Similar MT's
  - Lowered MO's
- Reduced Water Quality RMW's from 11 down to 4
  - Similar COC's
  - Similar MT's and MO's

# AMENDED GSP(S) APPROACH: WATER BUDGETS

- **Checkbook Water Budget 2010-2019**
- **Adjusted for Climate Change**
- **Entities with Zero are Surplus**
- **For P/MA Planning Purposes**
- **Basin Study to Inform Next Iteration**
- **Prior Checkbook Budget 1995-2014**
- **Deficit reduced - 20k AFY to 0 AFY**

GSA Name	Minimum Target P/MA	Planned P/MA
Arvin GSA	34,770	60,760
Buena Vista Water Storage District GSA	0	39,610
Cawelo Water District GSA	0	35,110
Eastside Water Management Area	3,940	7,020
Henry Miller Water District GSA	1,330	3,850
Kern River GSA	0	150,433
Kern Water Bank Groundwater Sustainability Agency	0	21,762
Kern-Tulare Water District GSA	970	7,720
North Kern Water Storage District GSA	0	32,620
Olcese Water District GSA	0	0
Pioneer GSA	0	0
Rosedale-Rio Bravo Water Storage District GSA	0	18,360
Semitropic Water Storage District GSA	136,040	223,600
Kern National Wildlife Refuge	0	0
Shafter-Wasco Irrigation District GSA	22,560	29,292
7th Standard	12,260	23,153
Southern San Joaquin Municipal Utility District	33,610	33,610
Tejon-Castac Water District GSA	0	1,800
West Kern Water District GSA	0	191
Westside District Water Authority GSA	0	50,000
Wheeler Ridge-Maricopa GSA	18,910	36,330
Whitelands	20,410	20,410
Subbasin Adjustment (subbasin outflow and data uncertainty)	87,320	
<b>Subbasin Total</b>	<b>372,120</b>	<b>795,631</b>



# RRBWS D GSA WATER BUDGET

Table 7. Check Book Summary for Rosedale-Rio Bravo Water Storage District GSA (All values in AF)

Kern River Natural Flow, First Point of Measurement, Water Year % of Current Average	San Joaquin Valley Water Year Hydrologic Classification Index	WY	DRAFT		Native Yield for Total Developed Area <sup>1</sup>	Total Demand <sup>2</sup>	Historical Net GW Deficit (Demand - Supply) <sup>3</sup>
			Total Surface Water Supply	Effective Precipitation (ETpr)			
113%	AN	2010	88,832	12,488	10,690	87,923	-24,087
203%	W	2011	250,013	16,283	10,698	79,617	-197,377
53%	D	2012	93,181	15,000	10,660	98,598	-20,242
30%	C	2013	-8,655	9,560	10,728	101,604	89,971
25%	C	2014	-38,942	6,794	10,734	97,424	118,838
18%	C	2015	-33,627	9,921	10,763	99,910	112,853
51%	D	2016	-11,023	13,595	10,726	91,672	78,373
275%	W	2017	287,358	17,593	10,791	101,385	-214,358
60%	BN	2018	78,763	11,521	10,762	101,298	251
177%	W	2019	170,028	17,011	10,759	99,262	-98,535
55%	D	2020	-1,749	16,705	10,722	82,032	56,353
22%	C	2021	-43,277	11,725	10,729	97,108	117,931
29%	C	2022	-40,333	10,386	10,699	89,952	109,200
320%	W	2023	244,058	21,432	10,766	84,487	-191,769
<b>Average (2010-2022)</b>			<b>60,813</b>	<b>12,968</b>	<b>10,728</b>	<b>94,445</b>	<b>9,936</b>
<b>Wet (W, AN)</b>			<b>199,058</b>	<b>15,844</b>	<b>10,734</b>	<b>92,047</b>	<b>-133,589</b>
<b>Dry (C, D, BN)</b>			<b>-629</b>	<b>11,690</b>	<b>10,725</b>	<b>95,511</b>	<b>73,725</b>
<b>Percent of Supply</b>			<b>72%</b>	<b>15%</b>	<b>13%</b>	<b>112%</b>	<b>12%</b>

1 See NativeYieldCalculator Tab for Native Yield Calculation

2 Ag Crop ET + Municipal Water Supply

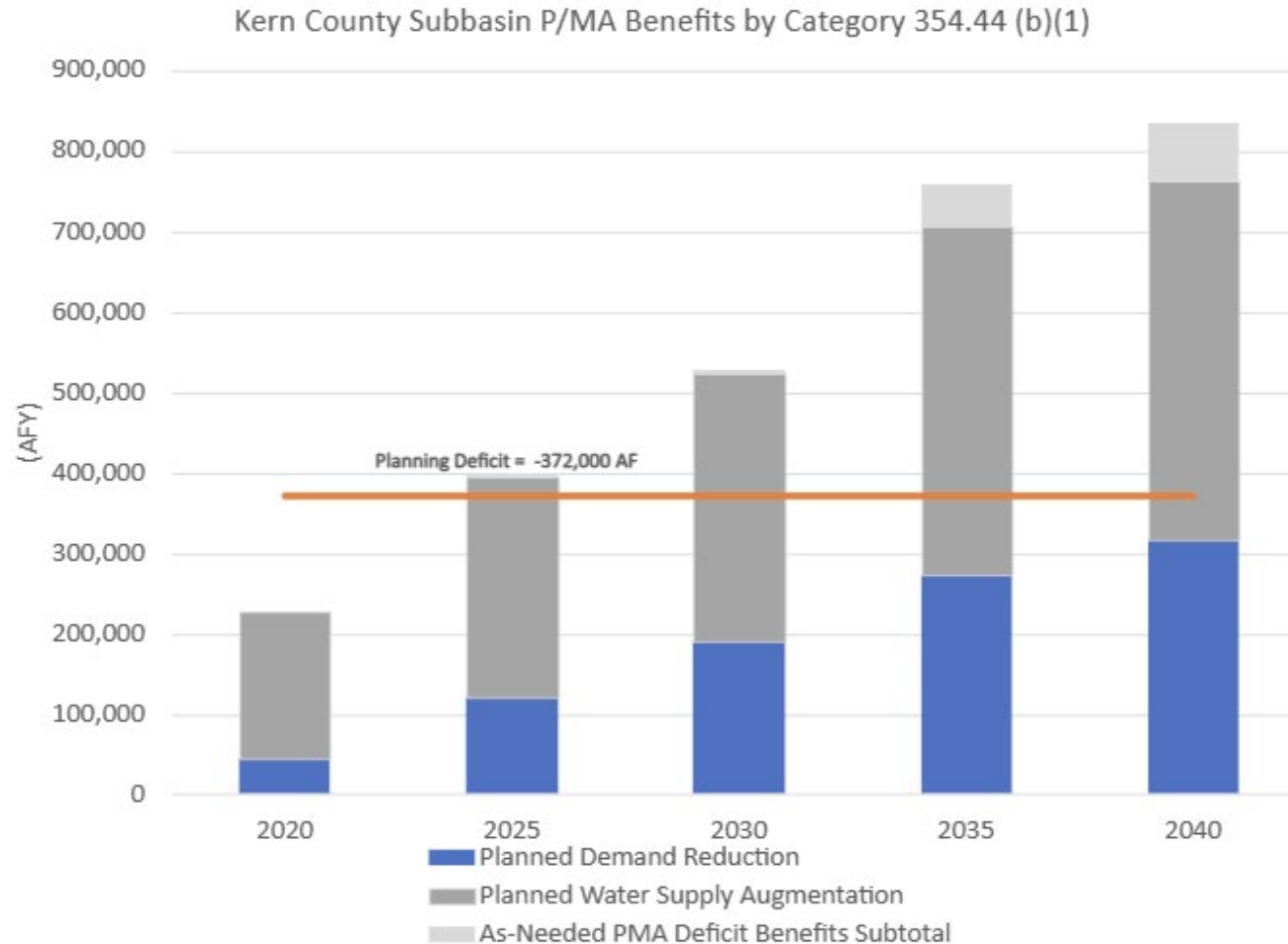
3 Total Demand - Total SW Supply - Effective Precipitation - Native Yield.

# AMENDED GSP APPROACH: CLIMATE CHANGE



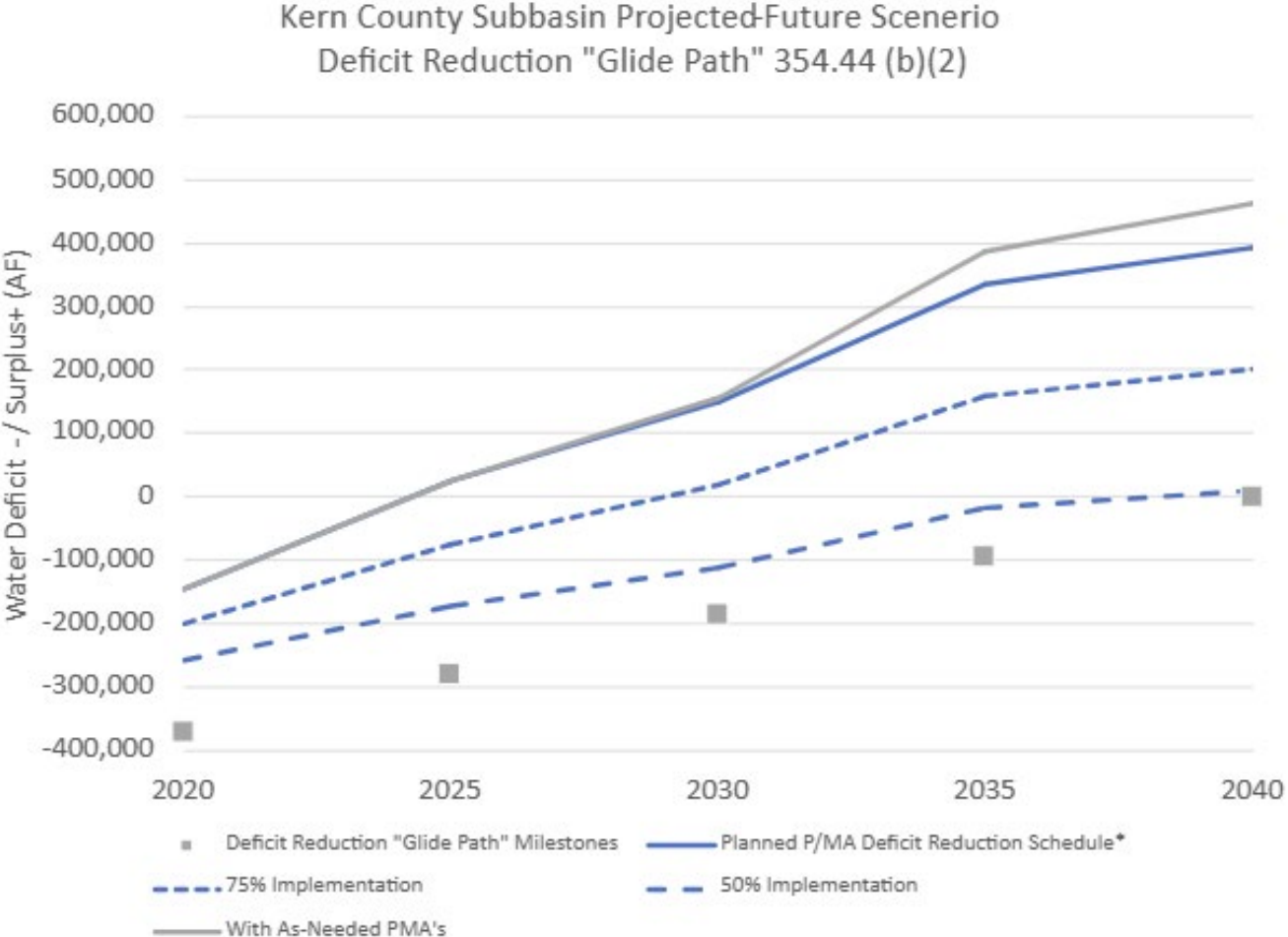
GSA Name	Wt Factor <sup>5</sup>		Deficit Due to Climate Change
	<sup>3</sup> 63%	37%	
<b>DRAFT</b>	<sup>6</sup>		
Arvin GSA	8%	9%	12,153
Buena Vista Water Storage District GSA	5%	4%	7,105
Cawelo Water District GSA	3%	5%	4,990
Eastside Water Management Area	0%	0%	160
Henry Miller Water District GSA	1%	1%	1,619
Kern River GSA	17%	13%	21,656
Kern Water Bank Groundwater Sustainability Agency	8%	0%	6,787
Kern-Tulare Water District GSA	1%	1%	1,573
North Kern Water Storage District GSA	9%	8%	12,528
Oloese Water District GSA	0%	0%	59
Pioneer GSA	3%	0%	3,064
Rosedale-Rio Bravo Water Storage District GSA	5%	4%	7,011
Semitropic Water Storage District GSA	9%	18%	16,924
Kern National Wildlife Refuge	1%	1%	1,130
Shafter-Wasco Irrigation District GSA	3%	5%	4,733
7th Standard	0%	1%	606
Southern San Joaquin Municipal Utility District	4%	7%	7,287
Tejon-Castac Water District GSA	0%	0%	1
West Kern Water District GSA	1%	0%	1,257
Westside District Water Authority GSA	16%	13%	20,840
Wheeler Ridge-Maricopa GSA	6%	8%	9,799
Whitelands	0%	1%	447
<b>Subbasin Total</b>	<b>100%</b>	<b>100%</b>	<b>141,731</b>

# AMENDED GSP(S) APPROACH: SUBBASIN PROJECTS AND MANAGEMENT ACTIONS





# AMENDED GSP(S) APPROACH: SUBBASIN PROJECTS AND MANAGEMENT ACTIONS



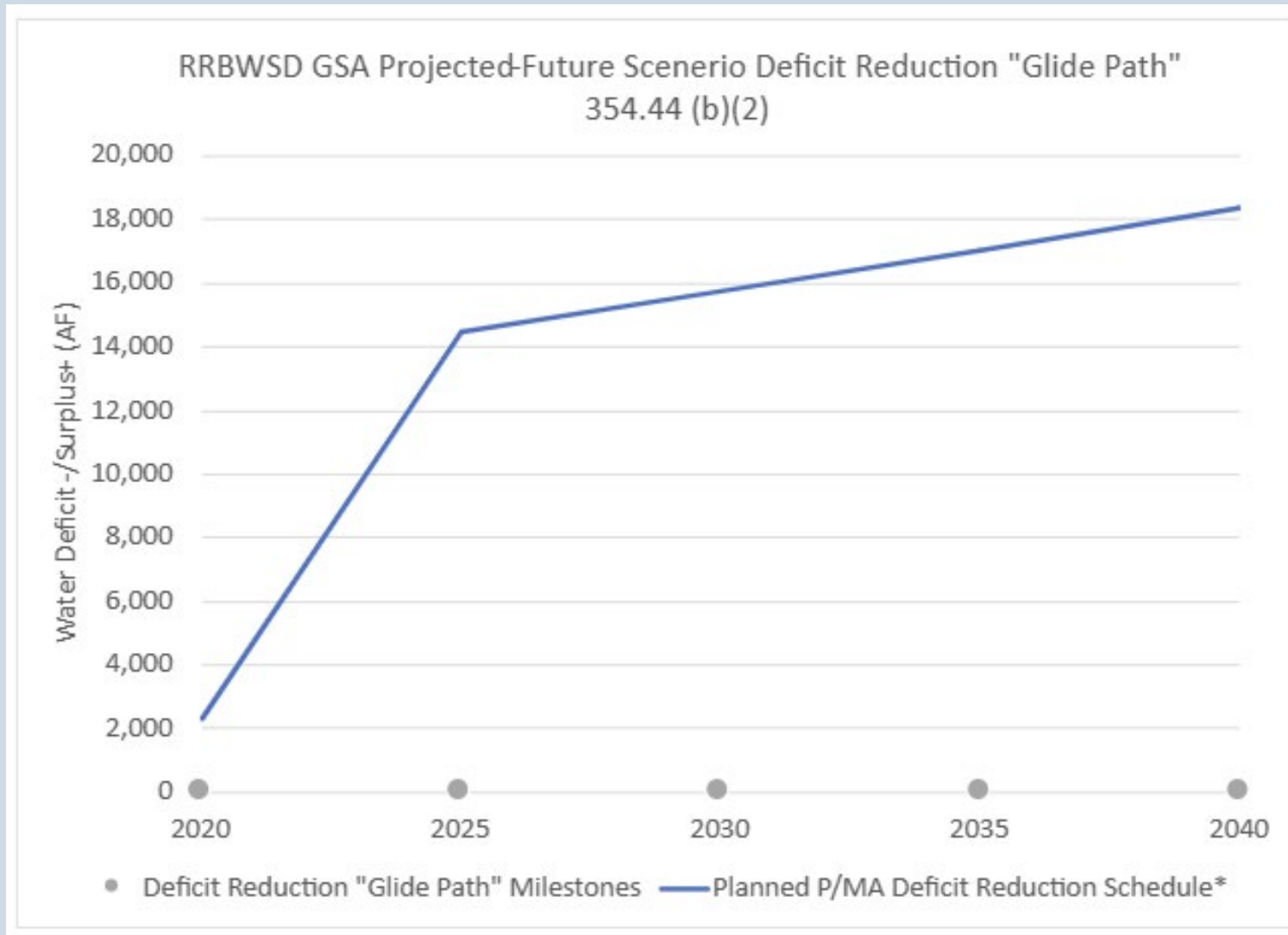
# RRBWS D GSA PROJECTS AND MANAGEMENT ACTIONS DETAILS

Project and Management Action Implementation Schedule (AFY)						
Rosedale-Rio Bravo WSD GSA Projected-Future Scenerio Deficit Reduction "Glide Path" 354.44 (b)(2)		2020	2025	2030	2035	2040
Projected Deficit			0			
Target Deficit Reduction (%)		0	25%	50%	75%	100%
Target Deficit Reduction		0	0	0	0	0
Deficit Reduction "Glide Path" Milestones		0	0	0	0	0
Project and Management Action, by Type (AFY)						
Planned Demand Reduction	Land Retirement	578	2,167	2,167	2,167	2,167
	Demand Reduction	0	3,300	4,600	5,900	7,200
	Ag to Urban Conversion					
	Water Conservation-Efficiency					
<b>Subtotal</b>		<b>578</b>	<b>5,467</b>	<b>6,767</b>	<b>8,067</b>	<b>9,367</b>
Planned Water Supply Augmentation	Supplemental Water Recharge					
	Supplemental Water Use					
	Third-Party Banking	1,733	2,993	2,993	2,993	2,993
	New Local Supply					
	Exercise of Rights		6,000	6,000	6,000	6,000
<b>Subtotal</b>		<b>1,733</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>
<b>P/MA Implementation Schedule*</b>		<b>2,311</b>	<b>14,460</b>	<b>15,760</b>	<b>17,060</b>	<b>18,360</b>
<i>Total As-Needed P/MA Deficit Benefits</i>		<i>0</i>	<i>0</i>	<i>0</i>	<i>13,157</i>	<i>14,283</i>
<b>Planned P/MA Deficit Reduction Schedule*</b>		<b>2,311</b>	<b>14,460</b>	<b>15,760</b>	<b>17,060</b>	<b>18,360</b>

\* Implementation Date includes estimated time to start accruing benefits

Target = 0

# RRBWSD GSA GLIDE SLOPE PROJECTS AND MANAGEMENT ACTIONS DETAILS



# RRBWS D GSA IMPLEMENTATION COST PROJECTS AND MANAGEMENT ACTIONS DETAILS

RRBWS D GSA	Estimated Costs	
	One-time	Annual
Implemented	\$9,650,000	\$351,500
Functional		
In-Process	\$46,025,000	\$791,000
As-Needed	\$94,200,000	\$4,319,000
<b>Total</b>	<b>\$149,875,000</b>	<b>\$5,461,500</b>

# RRBWSD GSA – PROJECT IMPLEMENTATION

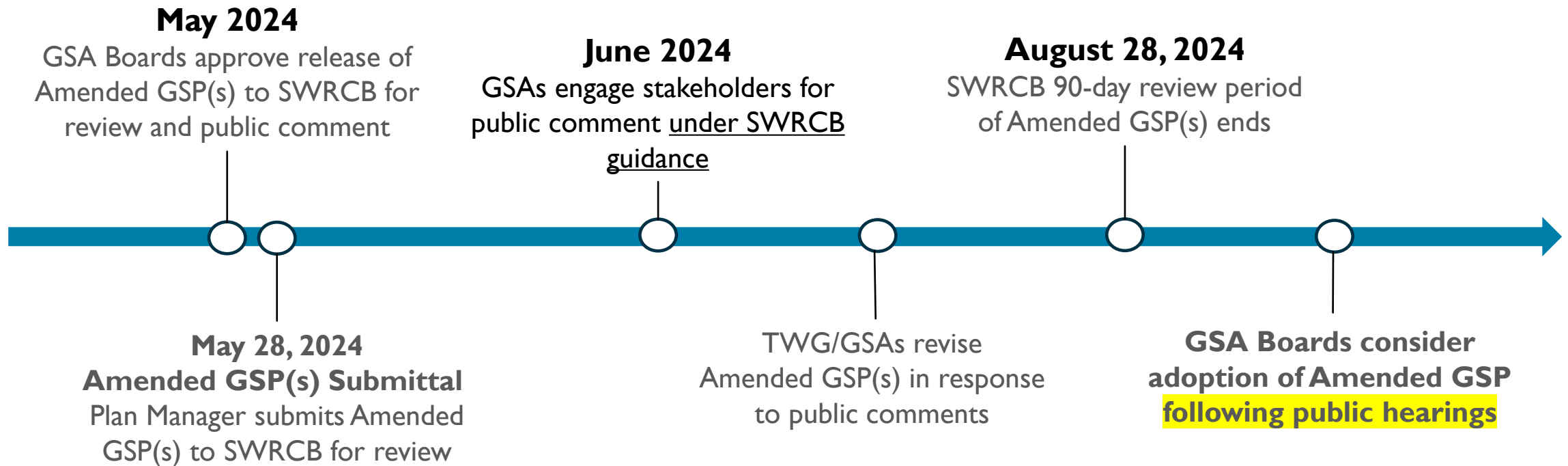
Projects		Implemented	Functional	In-Process	As-Needed		
RRB-1	Stockdale East Water Storage and Recovery Project	Acquisition and retirement of 200 acres of irrigated ag lands and development of 200 acres of new recharge ponds. For conjunctive-use and 2:1 third party banking.		✓	✓	✓	Land Retirement Third-Party Banking
RRB-2	McCaslin Recharge Improvements	Acquisition and retirement of 175 acres of irrigated ag lands and development of 175 acres of new recharge ponds. For conjunctive-use and 2:1 third party banking.		✓	✓	✓	Land Retirement Third-Party Banking
RRB-3	Kern Fan Water Storage Project Phase 1	Acquisition and retirement of 350 acres of irrigated ag lands, and development of 350 acres of new recharge ponds. For conjunctive-use and 2:1 third party banking.		✓	✓	✓	Land Retirement Third-Party Banking
RRB-4	Onyx Ranch Water Acquisition	Acquisition of 4109 acres of land with water rights from the South Fork of the Kern River. Following of ranches and change of point of diversion to Kern Subbasin for groundwater recharge.		✓	✓	✓	Exercise of Rights
KSB-1	Friant-Kern Canal Capacity Mitigation	1) Collaborate with FWA to develop costs estimates for the Lower Reach Capacity Correction, 2) develop an attribution analysis of post-2020 subsidence impacts, 3) participate in developing a value of water analysis in cooperation with FWA and 4) develop and implement a funding mechanism to pay for post-2020 conveyance impacts on the FKC attributable to subsidence.		✓		✓	

# RRBWS D GSA – MANAGEMENT ACTION IMPLEMENTATION

Management Actions		Implemented	Functional	In-Process	As-Needed	
RRB-11	Project Recovery Operations Plan	Domestic, small community, and irrigation well mitigation program to address impacts related to temporary lowering of water levels during prolonged droughts on adjacent lands.		✓		
RRB-12	White Land Water Budget/Demand Imbalance Reduction	White Lands (non-RRBWS D lands in RRBWS D GSA) not used for groundwater banking will correct the water supply imbalance by setting water budgets and a linear reduction of 5% per year over the planning period of 2020-2040.		✓	✓	✓
RRB-13	District Land Water Budget/Water Charge Demand Reduction	Setting of a Sustainable Water Budget and collection of a Groundwater Use Charge assisting with project financing and creating approximately a 2.5% demand reduction.		✓	✓	✓
KSB-2	Coordination with Groundwater Regulatory Programs	Coordination with various water quality regulatory programs by local, state, and federal agencies. Some of these programs include the Irrigated Lands Regulatory Program, SAFER projects, Central Valley Salinity Alternatives for Long-term Sustainability (CV-SALTS), as well as local Groundwater Banking MOU's.		✓	✓	
KSB-3	Exceedance Policy	Subbasin wide policy to provide protocols for groundwater GSAs to investigate exceedances. This policy is developed in conjunction with the Subbasin Well Mitigation Program which identifies mitigation strategies for vulnerable communities.		✓	✓	✓

KSB-4	Coordination with Basin Study	Coordination with local GSA's to gain a better understanding of the Kern Subbasin and how best to manage for sustainability, native yield, subsurface flow, and evapotranspiration. The further development of the data management system to improve data access and transparency.
KSB-5	Domestic Well Mitigation	Development of a subbasin domestic and small community well mitigation program to assist with financial aspects of emergency water supplies and well improvement and replacement due to lowering of groundwater levels.
KSB-6	White Land Demand Management	Development of governance structure and demand reduction action for Subbasin white lands (lands not within a district or management area). Correct the water supply imbalance by setting water budgets and a linear reduction of 10% per year over the planning period of 2030-2040.
KSB-7	Well Registry	Maintain and improve 2024 Subbasin well inventory in the DMS platform with added data from field surveys, current beneficial use determinations, and coordination with Kern County Environmental Health and DWR to track new wells, etc.
KSB-8	Consumptive-Use Study	Maintain and improve existing Subbasin consumptive-use study (ITRC Metric/LandIQ) for accurate estimates of water use by parcel within GSA's.

# PROPOSED SCHEDULE LEADING TO GSP(S) ADOPTION



# AMENDED GSP(S) APPROACH

## SUBBASIN NEXT STEPS

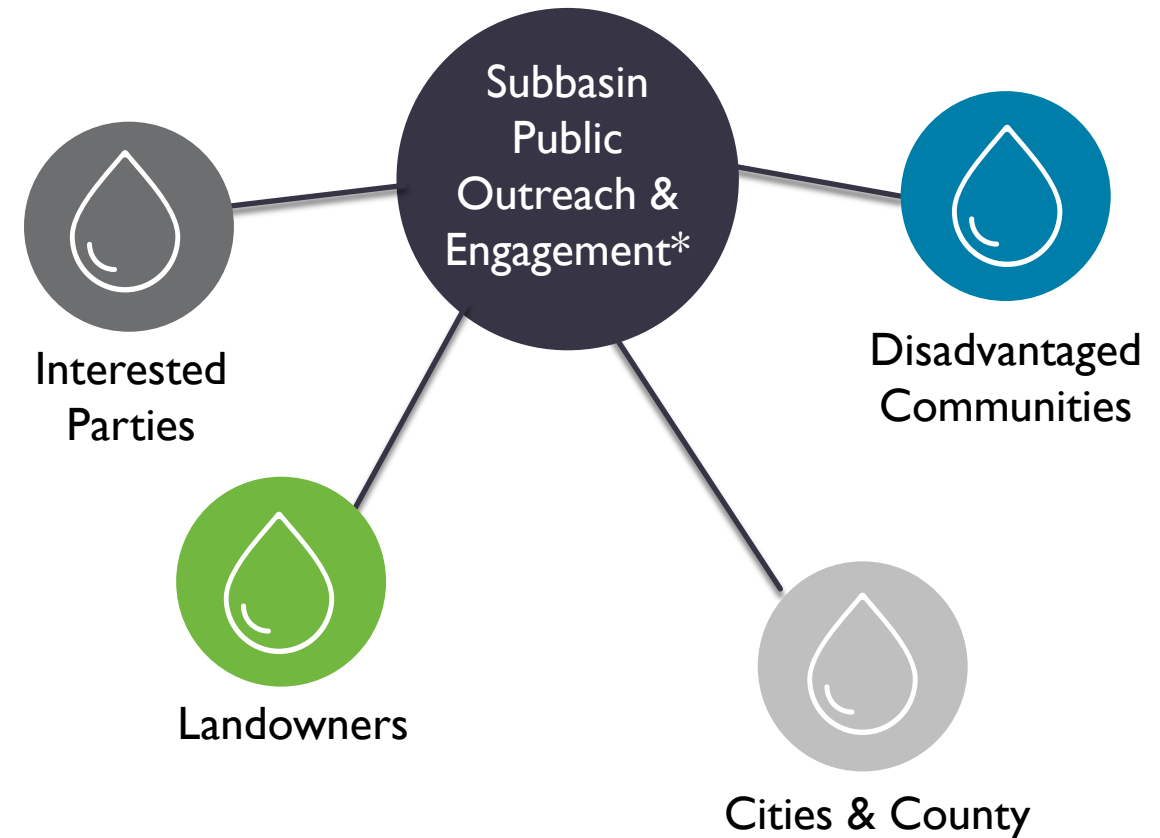
Prior to a scheduled SWRCB Public Hearing:

**Additional SWRCB Meetings**

**Public Outreach & Engagement\***

**Establish Partnerships**

- Kern County Environmental Health
- Self-Help Enterprises
- Kern Water Collaborative
- Friant Water Authority
- Water Association of Kern County
- Municipalities & Purveyors



\*SWRCB Guidance



# CLOSING REMARKS

**RRBWSD GSA support of the Amended GSP submittal to SWRCB staff ultimately supports the Kern County Subbasin's commitment to SGMA implementation.**

- Coordinated approach to revised GSPs
- Coordination with State
- Coordination with partners and interested parties

# Second Amended Kern County Subbasin Coordination Agreement

**This Second Amended Kern County Subbasin Coordination Agreement** (the “Agreement”) is made effective as of \_\_\_\_\_ by and among the Groundwater Sustainability Agencies (“GSA”) within the Kern County Subbasin that are developing multiple Groundwater Sustainability Plans (“GSPs”) (each a “Party” and collectively the “Parties”), each of which is identified in Appendix 1 and is made with reference to the following facts:

**WHEREAS**, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”); and

**WHEREAS**, SGMA requires all groundwater basins designated as high or medium priority by the Department of Water Resources (“DWR”) to manage groundwater in a sustainable manner; and

**WHEREAS**, the Kern County Subbasin (Basin Number 5-22. 14, DWR Bulletin 118) (“Subbasin”) which lies within the San Joaquin Valley Groundwater Basin, has been designated as a high-priority basin by DWR; and

**WHEREAS**, the Subbasin includes twenty-~~two~~one (~~22~~21) GSAs that are managing the Subbasin through multiple GSPs; and

**WHEREAS**, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs intending to develop and implement multiple GSPs within a subbasin to enter into a coordination agreement; and

**WHEREAS**, the Agreement does not prevent any Party from providing comments on a GSP, or otherwise coordinating among parties with regard to specific items in a GSP outside this Agreement, on issues including but not limited to specific border conditions between GSPs and/or the timing and/or effect of projects and management actions contained within another GSP; and

**WHEREAS**, nothing in this Agreement represents or should be construed as the determination of any claim or assertion of a groundwater right; specifically, the coordinated water budget information or data does not amount to an allocation, or otherwise represent a determination, validation, or denial of any claimed or asserted groundwater right;

**WHEREAS**, this Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written, related to the coordination of GSPs in the Subbasin, including the Coordination Agreement effective January 20, 2020, and First Amended Coordination Agreement effective July 22, 2022.

**THEREFORE**, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

# Section 1 Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same data and methodologies as required under SGMA and Title 23 of the California Code of Regulations (“CCR”), and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend for this Agreement to describe how the Parties will work together to ensure coordinated implementation of the multiple GSPs covering the Subbasin to satisfy the requirements of SGMA. In particular, it documents the Parties’ agreement to rely upon or otherwise include identical language, content, and form for the GSP Chapters described in Attachment 2 of the Agreement, and to require any future amendment to those GSP Chapters be approved by unanimous consent of the Parties, unless a change is specific to an individual GSA’s data or information and required to comply with SGMA regulations and would not otherwise impact the language, content, and form of the collective GSPs approved through the governance process described in Section 3 herein. This Agreement shall be incorporated into each of the GSPs that is adopted to cover a portion of the Subbasin.

# Section 2 General Guidelines

## Responsibilities of the Parties

The Parties shall work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect each Party’s responsibility to implement the terms of the GSP it has adopted pursuant to SGMA. Rather, this Agreement is the mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

## No Adjudication or Alternative Plans in the Subbasin

As of the date of this Agreement, there are no portions of the Subbasin that have been adjudicated or have submitted for DWR approval an alternative to a GSP pursuant to Water Code section 10733.6.

# Section 3 Governance

## Subbasin Coordination Committee

The Subbasin Coordination Committee will oversee ~~the Coordination a~~Activities (defined below) described in section 3.1.5 of this Agreement. The Subbasin Coordination Committee will consist of one representative appointed from each ~~GSP~~GSA.

Each Subbasin Coordination Committee member’s compensation for service on the Subbasin Coordination Committee, if any, is the responsibility of the appointing Party.

Each Subbasin Coordination Committee member shall serve at the pleasure of the appointing GSA and may be removed or substituted from the Subbasin Coordination Committee by the appointing GSA at any time.

3..1 The Subbasin Coordination Committee will meet periodically as it deems necessary to carry out the activities described in this Agreement.

3..2 The Subbasin Coordination Committee may suggest subcommittees, workgroups, or otherwise request staff and/or consultants of the Parties develop technical data, supporting information and/or recommendations.

The purposes of the Subbasin Coordination Committee are to (1) recommend to the Parties the appointment of a Plan Manager who will act in accordance with this Agreement, and (2) provide a forum wherein the Parties may discuss Subbasin coordination activities, which may include the development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin, pursuant to SGMA requirements (“Coordination Activities”).

### **Plan Manager**

The Plan Manager shall be appointed by unanimous agreement by the Parties for a term of one calendar year, and annually thereafter, and may be removed by unanimous agreement of the Parties with or without cause. The Plan Manager shall serve as the point of contact for DWR, as specified in 23 CCR § 357.4, subd. (b)(1), and State Water Resources Control Board (SWRCB), as appropriate. The Plan Manager shall submit or assist with the submittal of all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR or SWRCB when required. The Plan Manager has no authority to take any action or represent the Subbasin Coordination Committee or a particular Party without the specific direction and authority of the Subbasin Coordination Committee or the particular Party, respectively. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Subbasin Coordination Committee and the GSA(s) particularly affected, as appropriate under the circumstances.

## **Section 4 Exchange of Data and Information**

### **Procedure for Exchange of Information**

4..1 The Parties may exchange information through collaboration and/or informal requests made at the Subbasin Coordination Committee level or through subcommittees suggested by the Subbasin Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Subbasin Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

4..2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Subbasin Coordination Committee.

### **Non-Disclosure of Confidential Information**

Pursuant to Section 4.1 of this Agreement, a Party may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and

in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent further disclosure.

## **SECTION 5 GSP Methodologies**

Pursuant to Water Code section 10727.6 and 23 CCR § 357.4, the Parties have agreed to the same data and methodologies used in their respective GSPs for the following : 1) groundwater elevation data; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) change in groundwater storage; 6) water budget; and 7) sustainable yield, and that such methodologies will continue to be used in the future development and implementation of such GSPs, except to the extent modified by the Parties in the future in compliance with SGMA regulations and the GSP Chapters described in Attachment 2.

## **Coordinated Monitoring Networks**

The Parties agree to rely upon the Subbasin Monitoring Networks and Subbasin Monitoring Networks Objectives, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of the GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA regulations and GSP Chapter 16 described in Attachment 2. The infrastructure (wells, extensometers, etc.) that comprises the Monitoring Network was strategically selected to represent baseline groundwater conditions and potential impacts of SGMA implementation.

The Parties agree to rely upon the methodology applied to identify specific infrastructure for the Subbasin Monitoring Networks and the objectives that were developed in compliance with 23 CCR, §§ 354.32 - 354.40 for all management areas within the boundaries of the defined Subbasin. As such, future changes to the Monitoring Networks must employ the same methodologies applied to selecting infrastructure and establishing Sustainable Management Criteria, except to the extent the Parties mutually agree to modifications in the future in compliance with SGMA regulations and the protocols in GSP Chapter 16 described in Attachment 2.

## **Monitoring Networks Protocols**

The Parties agree to rely upon the Monitoring Networks Protocols, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in the future in compliance with SGMA regulations and the protocols in GSP Chapter 16 described in Attachment 2.

### **Party Changes to Subbasin Monitoring Networks**

Should changes to the Subbasin Monitoring Networks be necessary, the Parties agree to comply with the protocols established in the GSP Chapter 16 and as follows.

To initiate a change to the Subbasin Monitoring Networks, a Party shall submit a request to the Plan Manager and notify the Subbasin Coordination Committee. The request shall contain the

necessary details and data as described in Chapter 16 and as required by DWR. At a minimum, the request should provide following information:

1. Reason for change (i.e., collapsed well, dedicated monitoring station constructed, additional monitoring to represent recently constructed project, etc.).
2. Type of monitoring point, construction information (i.e., well depth, use type, etc.), description of conditions being represented and documentation of how the monitoring point is representative of those conditions, and latitude/longitude coordinates.
3. Applicable sustainability indicators (groundwater levels, water quality, subsidence, groundwater in storage), SMCs and documentation of data and methodology used to establish each SMC.

The Plan Manager shall prepare a coordinated request memorandum for Subbasin Monitoring Networks Changes biannually on June 1<sup>st</sup> and January 1<sup>st</sup> for submittal to the Subbasin Coordination Committee and DWR. The Plan Manager shall report receipt of DWR confirmation and/or collect additional data or information as requested by DWR following submittal of the request. Following DWR processes, the Plan Manager shall confirm the changes with the individual Party(ies) and Subbasin Coordination Committee, in compliance with SGMA and SGMA regulations.

## **Coordinated Water Budgets**

The Parties agree to rely on the coordinated Water Budgets, developed in compliance with 23 CCR § 357.4 subd. (b), for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA regulations and GSP Chapter 8 described in Attachment 2.

### **Coordinated Data Management System**

The Parties have developed and will maintain a data management system that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and Monitoring Network of the Subbasin as required by SGMA and SGMA regulations.

## **Adoption and Use of the Coordination Agreement**

### **Cooperative Implementation of GSPs**

The Parties intend that their individual GSPs will be implemented together in order to satisfy the requirements of SGMA. To facilitate cooperative and coordinated plan implementation, the Parties have agreed to utilize the same groundwater models, descriptions of the physical setting and characteristics of the separate aquifer systems within the Subbasin, methodologies as specified in Water Code section 10727.6, definitions of undesirable results, minimum thresholds, measurable objectives, and monitoring protocols that together provide a description of the sustainable yield of the entire Subbasin and how it will be sustainably managed.

## **GSP and Coordination Agreement Submission**

The Parties shall submit their respective GSPs to DWR or SWRCB through the Plan Manager in accordance with SGMA and SGMA Regulations. The Parties intend for this Agreement to demonstrate compliance with the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4 and 10727.6 for the entire Subbasin.

## **Reporting Coordination**

### **Annual Reports**

The Parties intend to submit their collective report to DWR through the Plan Manager on April 1 annually. The annual report shall contain information about the Subbasin managed in the GSPs to satisfy the requirements under Water Code section 10728 and SGMA regulations, including: (a) groundwater elevation data, (b) annual aggregated data identifying groundwater extraction for the preceding water year, (c) surface water supply used for or available for use for groundwater recharge or in-lieu use, (d) total water use, (e) change in groundwater storage.

### **Annual Data Collection and Reporting**

The Parties intend to submit their collective data for Representative Monitoring Wells, as described in the Monitoring Network detailed in GSP Chapter 16, to DWR through the Plan Manager to satisfy SGMA regulations, as described in Section 5 Monitoring Networks and Protocols. Each Party shall provide groundwater level data for their Representative Monitoring Wells in the Subbasin Monitoring Network as follows:

- Collection of data between the approved timeframes only
- Spring Measurements: January 15th to March 30th
- Fall Measurements: September 15th to November 15th.

The Plan Manager shall submit the collective data to DWR after obtaining data from each Party within the Subbasin as follows:

- Spring Measurements: July 1st
- Fall Measurements: January 1st

## **In Event Entire Subbasin Not Covered by GSP**

In the event it appears that the entire Subbasin may not be covered by one or more GSPs as of January 31, 2020, each Party may take such action as deemed necessary or appropriate by such Party with respect to filing its GSP and/or other documents with DWR.

## **Duration of Coordination Agreement**

This Coordination Agreement shall be reopened for amendment at the at the submission of the next round of GSPs covering the Subbasin (no later than 5 years from January 31, 2020). Unless amended at that time, the Coordination Agreement shall be automatically renewed every 5 years. This Agreement may be amended at any time by unanimous agreement of the Parties.

# Modification and Termination of the Agreement

## Modification

This Agreement shall be reviewed as part of each five-year GSP assessment as specified in 23 CCR § 356.4 and may be supplemented, amended, or modified only by the written agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

## Withdrawal, Termination, Adding Parties

A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon 30 days' notice to the other Parties.

A new GSA or group of GSAs may be added as a Party to this Agreement if such entity or entities is submitting a GSP that will cover a portion of the Subbasin.

This Agreement may be terminated by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

# Dispute Resolution

## Procedures for Resolving Conflicts

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty {30} days after such written notice, the Parties shall attempt in good faith to resolve the dispute through informal means. If the Parties cannot agree upon a resolution of the dispute within thirty (30) days from the providing of written notice specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared by the disputing parties pursuant to their informal meet and confer process. The Subbasin Coordination Committee may issue a recommendation concerning resolution of the dispute. If the Parties cannot agree upon a resolution of the dispute following the input of the Subbasin Coordination Committee, the disputing Parties will meet and confer to determine if other alternative dispute resolution methods are agreeable, including voluntary non-binding mediation, which may include the DWR or SWRCB dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

## Litigation

In the event a dispute or claim is not resolved by a mutually agreeable settlement through informal negotiation or voluntary mediation, the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter.



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## **Appendix 1**

[Insert All GSAs]

## **Appendix 2**

[Insert GSP common chapters]

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**THIRD AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

**KERN NON-DISTRICTED LAND AUTHORITY**

THIS THIRD AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (**Agreement**) is made and effective on the last date executed (**Effective Date**) pursuant to the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*) by and among the public agencies listed on the attached **Exhibit A** (each, a **Member** and collectively, **Members**) providing for the Kern Non-Districted Land Authority (**Authority**) and setting the terms pursuant to which the Authority will operate.

**RECITALS**

**A.** Some of the Members previously entered into a Joint Exercise of Powers Agreement to form the Kern Groundwater Authority under the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*). The member agencies of the Kern Groundwater Authority, as they existed from time to time, have twice amended and restated their Joint Exercise of Powers Agreement. The Members now want to again amend and restate that agreement by this Agreement for the purposes described below as well as change the name of the joint powers authority to more accurately reflect its singular purpose.

**B.** Each of the General Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**SGMA**), duly organized and existing under and by virtue of the laws of the State of California, or an approved groundwater sustainability agency under SGMA, able to exercise powers related to groundwater management within its boundaries.

**C.** The Members, individually and collectively, have the goal of cost-effective, sustainable groundwater management in the Kern County Subbasin considering the interests and concerns of the Members and other stakeholders. As used in this Agreement, “**Kern County Subbasin**” means that basin as defined in Department of Water Resources Bulletin 118, as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722. The Kern County Subbasin is designated as a high-priority basin by the Department of Water Resources (**DWR**).

**D.** Water Code section 10735.2(a)(2) provides that the State Water Resources Control Board (**State Board**) may designate the Kern County Subbasin as a probationary basin if after January 31, 2020 none of the following have occurred:

1. A groundwater sustainability agency (**GSA**) has adopted a groundwater sustainability plan (**GSP**) for the entire Kern County Subbasin;

2. A collection of local agencies has adopted GSPs that collectively serve as a GSP for the entire Kern County Subbasin; or
3. DWR has approved an alternative pursuant to Water Code section 10733.6.

**E.** No GSA within the Kern County Subbasin has adopted a GSP for the entire Kern County Subbasin nor has DWR approved an alternative pursuant to Water Code section 10733.6. However, the Members have, either individually or with others, adopted GSPs collectively serving as a GSP for the entire Kern County Subbasin.

**F.** Water Code section 10724(a) provides that, “[i]n the event that there is an area within a high- or medium-priority basin that is not within the management area of a [GSA], the county within which that unmanaged area lies will be presumed to be the [GSA] for that area.” The County of Kern declined to serve as the GSA for the unmanaged areas within the Kern County Subbasin.

**G.** The Kern County Water Agency (**KCWA**), having water management and supply responsibilities within the entire Kern County Subbasin, has previously agreed to provide the Authority, then known as the Kern Groundwater Authority (**KGA**), with KCWA’s jurisdictional authority over the Kern County Subbasin for the unmanaged areas lying outside the boundaries of any public agency with the required water management and supply responsibilities (**Non-districted Land**). The KGA or, in some cases, the County of Kern then entered into agreements with certain Members to enable those Members to include some Non-districted Land within their GSP or GSP chapter, as the case may be (**Outside Member Land**).

**H.** The intent of the Members is that the Authority will offer GSP coverage for Non-districted Land and, in some cases, offer regulatory authority to certain Members for Outside Member Land, through a grant of jurisdiction from KCWA, to maintain GSA and GSP coverage of the entire Kern County Subbasin and to avoid a probationary determination for the Kern County Subbasin by the State Board due to an adverse finding under Water Code section 10735.2(a)(2). The Members expressly intend that the Authority will *not* have the authority to limit or interfere with a Member’s rights and authorities under its GSP, what lands are included in a Member’s GSA or GSP, or over a Member’s own internal matters, including, but not limited to, a Member’s surface water supplies, groundwater supplies, projects, facilities, operations, and water management.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

## **ARTICLE 1 DEFINITIONS**

**1.1** “Associate Members” means those Members of the Authority identified on the attached



**Exhibit A** as an Associate Member or later admitted as an Associate Member in accordance with the terms and provisions of this Agreement and consistent with SGMA that are not General Members. The Board of Directors may from time to time admit Associate Members on terms and conditions consistent with SGMA and as determined by the Board. Representatives of Associate Members may not serve on the Board and/or Board Committees. Likewise, while the Board of Directors welcomes their input, the representatives of Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be permitted in closed sessions of the Board of Directors, unless directed otherwise by the Board of Directors.

**1.2** “Board of Directors” or “Board” means the governing body of the Authority as established by Section 3.01 below.

**1.3** “General Member” means those Members of the Authority identified as General Members on the attached **Exhibit A** or later admitted as a General Member in accordance with the terms and provisions of this Agreement. A local agency as defined by SGMA may participate as a General Member on its own behalf or join with one or more agencies as a single General Member. Multiple agencies which elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member.

**1.4** “Jurisdictional Member” means the Kern County Water Agency. The Jurisdictional Member is not a General Member or an Associate Member of the Authority. The sole purpose of the Jurisdictional Member within the Authority is to provide the Authority with regulatory authority under SGMA for Non-districted Land, including Outside Member Land. The Jurisdictional Member will not have any obligation to fund the Authority or otherwise pay money to the Authority under Article 5 of this Agreement. The Jurisdictional Member has no seat or voting rights on the Board of Directors, no responsibility to draft a GSP or GSP chapter covering any Non-districted Land or Outside Member Land, or any other responsibility under this Agreement unless otherwise agreed in writing by the Jurisdictional Member.

**1.5** “Members” means the General Members, Associate Members, and Jurisdictional Member.

**1.6** “Special Activities” means activities that are consistent with the purpose of this Agreement, but undertaken by all or fewer than all the Members in the name of the Authority pursuant to Section 4.9 below.

## **ARTICLE 2 CREATION OF AUTHORITY**

**2.1** **Creation of Authority.** There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the

Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).

**2.2 Purpose of the Authority.** The Authority intends, among other things, to adopt and implement a GSP or GSP chapter for Non-districted Land, and enter into agreements, as necessary and requested, with General Members to provide them with the required regulatory authority to include Outside Member Land in a General Member's GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.

**2.3 Term.** This Agreement will become effective upon execution by all of the Members and will remain in effect for a period of two years following the Effective Date ~~or until~~ unless earlier terminated by agreement of a 75 percent majority of then participating Members. Unless and until terminated, this Agreement shall remain in effect and be binding upon the Members, and upon all future Members, except as to any party which ~~withdraws or~~ is terminated from its participation in the Authority in accordance with this Agreement. The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon ~~either (a) the County of Kern becoming the GSA for all Non-districted Land, or (b) In the event the State Board designates the Kern Subbasin as a probationary basin by the State Water Resources Control Board, this Agreement will remain in effect for the remainder of its term, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.~~

## ARTICLE 3

### POWERS

The Authority shall possess the power in its own name to exercise any and all common powers of its General Members reasonably related to the purpose of the Authority, including (1) making and entering into contracts with the Jurisdictional Member, General Member(s), Associate Member(s), and others as necessary to accomplish the Authority's purpose, (2) serving as a GSA, as well as developing, adopting and implementing a GSP or GSP chapter, for Non-districted Land, except Outside Member Land for which a General Member serves as a GSA, and (3) such other powers as are expressly set forth in the Joint Exercise of Powers

Act (Govt. Code, §§ 6500 *et seq.*), and may be exercised consistent with the purpose of the Authority. In the development and adoption of a GSP or GSP chapter, the Authority must reasonably consider the interests of owners of Non-districted Land who have historically extracted groundwater for use on those lands. The Authority will not oppose the inclusion of any Non-districted Lands in the GSA/GSP of any Member, as may be agreed upon a Member and Non-districted Landowner. For purposes of Government Code section 6509, and unless the Authority has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Cawelo Water District or, if Cawelo Water District ceases to be a General Member, another California water district that is a General Member of the Authority.

#### **ARTICLE 4 INTERNAL ORGANIZATION**

**4.1 Governing Body.** The Authority will be governed by a Board of Directors which is hereby established, and which shall be initially composed of representatives for each of the General Members and two representatives for owners of Non-districted Land. The Non-districted Land representatives will be appointed by the Board following recommendations(s) from Members or owners of Non-districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-districted Land. Without amending this Agreement, the Board of Directors composition will be altered from time to time to reflect the termination and/or admission of any new General Members.

**4.2 Directors.** Each General Member's governing board shall select a representative to serve as its representative on the Board. A Member may designate a representative to serve as its alternate Director. The role of each alternate Director is to assume the duties of the Director appointed by his/her Member agency in the event of the absence or unavailability of such Director, including the Director's duties as a member of any Committee established pursuant to Section 4.4 below. A Director and any alternate Director so named will continue to serve until his or her respective successor is appointed.

**4.3 Officers.** The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall also select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors from time to time and as necessary.

**4.4 Committees.** The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No

committee or participant on such committee will have any authority to act on behalf of the Authority.

**4.5 Quorum.** Directors holding two-thirds of the voting power on the entire Board of Directors on a matter shall constitute a quorum for the transaction of Authority business, including any committee meetings. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

**4.6 Voting.** Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors. A Director (including a Director serving as a member of a committee) may vote on any matter or action even if (a) that would affect the Member represented by such Director, or (b) that would impact any land or landowners within the boundaries of the Member represented by such Director or Outside Member Land managed in whole or in part by such Member.

**4.7 Affirmative Decisions of the Board of Directors.** Except as otherwise provided in this Agreement, all decisions of the Board of Directors require the affirmative vote of 75 percent of the total number of Directors on the Board present and voting. Notwithstanding the foregoing, any approval or amendment to the Authority's GSP shall require the affirmative vote of 100 percent of the Directors on the Board.

**4.8 Meetings.** Meetings of the Board of Directors and any committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act (Govt. Code, §§ 54950, *et seq.*)

**4.9 Special Activities.** With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities, or obligations attributable to such Special Activity.

(a) **Continued Administration of Existing Grants.** As a first Special

Activity, which will not be subject to approval by the Board of Directors, the Members agree the Authority may continue to administer grants awarded to the Authority prior to the Effective Date in the same fashion as those grants have historically been administered by the Authority. However, this agreed Special Activity for administration of existing grants may not serve as a precedent for administration by the Authority of any future grants as those must be the subject of an additional Special Activity and Board approval.

**4.10 Admission, ~~Withdrawal~~ and Termination of Members.**

(a) Additional parties may join in this Agreement and become Members or Associate Members upon the approval of the entire Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any other terms and conditions established by the Board of Directors.

(b) A Member may be terminated by a 75 percent vote of the Directors representing Members not subject to the termination vote if such Member is then in breach of this Agreement and the breach is identified in the vote of the Board of Directors. Upon termination, the breaching Member shall no longer be a Member of the Authority; provided, that such termination shall become effective no earlier than 90 days after such vote of the Board of Directors and shall only be effective if the breach identified in the vote of the Board of Directors has not been cured by the effective date for the termination.

(c) The terminated Member will also be entitled to copies of all non-confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's ~~withdrawal or~~ termination.

**ARTICLE 5  
FINANCIAL PROVISIONS**

**5.1 Fiscal Year.** The fiscal year of the Authority shall be from January 1 through December 31 of each calendar year (**Fiscal Year**).

**5.2 Funds; Accounts.** An outside certified public accountant shall serve as the fiscal agent and Treasurer of the Authority unless otherwise determined by the entire Board. The fiscal agent shall be responsible for all money of the Authority from whatever source. The Board may compensate the fiscal agent for services rendered.

(a) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(b) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code. All costs associated with this Audit will be the full responsibility of the Authority.

**5.3 Property; Bonds.** The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 5.3 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

**5.4 Budget.** By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 5.5 below, the Authority shall not impose assessments or other charges on Members. Notwithstanding the foregoing, by its execution of this Agreement, each Member confirms that it has authorized its Director and any alternate Director to approve or disapprove actions and expenditures by the Authority over and above the approved annual budget of the Authority for a Fiscal Year that do not create a fiscal obligation greater than \$5,000 on such Member without further action of such Member.

**5.5 Payments to the Authority.**

(a) Except as otherwise provided, all fees, costs and expenses incurred by the Authority for general administrative services, such as legal, preparation of audits, and other general administrative functions, and activities related to development and implementation of a GSP for Non-districted Land covered by the Authority's GSP or GSP chapter shall be funded (i) from permissible contributions from or charges to third parties, including landowners within the Non-districted Land covered by the Authority's GSP or GSP chapter and (ii) assessments on the Members and Associate Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all General Members and Associate Members, as shown on the attached **Exhibit A**. Members that were not Members of the Authority prior to the Effective Date (i.e., Members joining the Authority through execution of this Agreement) shall not be obligated to pay assessments to the Authority for any of the debts, liabilities or obligations of the Authority incurred prior to the Effective Date, unless expressly assumed in writing.

(b) No Member or Associate Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the annual budget (i.e., general administrative services, such as legal, preparation of audits, and other general administrative functions) of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing.

**5.6 Liability For Debts.** The Members do not intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in under Government Code section 895.2, as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability, as shown on the then-current attached **Exhibit A**.

**5.7 SGMA-Related Expenses Incurred by Members.** Expenses incurred by a Member or Associate Member, or group of Members, for SGMA implementation within its or their boundaries shall be borne solely by that Member, Associate Member, or group of Members. Neither the Authority nor its other Members shall be liable for those expenses.

**5.8 Separate Entity; Property.** In accordance with Government Code sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

**5.9 Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.**

(a) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus funds on hand, such surplus money shall be returned to the payors of the subject surplus funds. The distribution of said surplus to Members and Associate Members shall be proportionate to the current year percentages as shown in the attached **Exhibit A**, or as modified after the inclusion of new Members.

(b) The Board of Directors shall first offer any surplus properties, works,

rights and interests of the Authority for sale to the Members and the sale shall be at the Authority's actual cost unless otherwise required by law. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

## **ARTICLE 6 MANAGEMENT**

The Authority may, by contract, hire for management services to the Authority. In lieu of that hiring, the Authority may engage one or more staff members from the Members, with the consent of that Member, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any staff member so engaged shall remain the employee of the Member employing him or her, and that Member shall be solely responsible for the staff member's compensation.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**7.1 Amendment.** This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained. Any amendment to extend the term of this Agreement shall provide a non-concurring party a 90 day period to withdraw with no continuing financial obligation required.

**7.2 Severability and Validity of Agreement.** If the participation of any party to this Agreement, or any part, term or provision of this Agreement is decided by a Court or the Legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

**7.3 Assignment.** Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the



parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

**7.4 Execution in Parts or Counterparts.** This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.

**7.5 Notices.** Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on the attached **Exhibit A**, or to such other changed addresses communicated to the Authority and the Members in writing, and to such other entities that become Members.

**7.6 Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the parties. There are no representations, warranties, covenants or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

**7.7 Interpretation.** The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." No provision of this Agreement shall be construed to require any person to take any action that would violate any applicable law, rule, or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth on the attached **Exhibit A**.



August 9, 2023

**VIA POSTING ON [WWW.RRBWSD.COM](http://WWW.RRBWSD.COM)**

Public

**VIA U.S. MAIL**

Department of Water Resources  
Paul Gosslein, Deputy Director  
Sustainable Groundwater Management  
715 P Street  
Sacramento, CA 95814

County of Kern  
Clerk of the Board of Supervisors  
1115 Truxtun Avenue, 5th floor  
Bakersfield, CA 93301

Re: Notice of Intent to Prepare a Groundwater Sustainability Plan (Wat. Code §10727.8)

To the public, the Department of Water Resources, and the County of Kern:

Pursuant to Water Code Section 10727.8 and the Title 23, Section 353.6 of the California Code of Regulations, the Rosedale-Rio Bravo Water Storage District Groundwater Sustainability Agency ("Rosedale GSA") hereby provides notice that it intends to initiate development of a Groundwater Sustainability Plan ("GSP") for the lands within its boundaries covering a portion of the Kern County Subbasin (Basin No. 5-022.14) (the "Basin").

As a member of the Kern Groundwater Authority Groundwater Sustainability Agency ("KGA"), the Rosedale-Rio Bravo Water Storage District ("District") has previously submitted a GSP to DWR through the KGA. On March 2, 2023, the Department of Water Resources determined that the revised GSP for the Basin (including KGA's GSP) was inadequate. Since DWR's determination, the District has formed the Rosedale GSA, which intends to prepare a new/revised GSP ("Rosedale GSP") that addresses the deficiencies identified by DWR but that is independent of the KGA. The Rosedale GSP will cover those lands within the boundaries of the Rosedale GSA.

The development of the Rosedale GSP will be in coordination with all of the groundwater sustainability agencies overlying the Basin. The Rosedale GSA anticipates entering into a coordination agreement with such other GSA's and participating in Basin coordination committee meetings.

The Rosedale GSP will be discussed, considered, and ultimately adopted by the Rosedale GSA at meetings that will normally be held at the same time as the District's Board of Directors meetings, which are open to the public and conducted pursuant to the California Open Meeting

August 9, 2023

Public / Department of Water Resources / County of Kern

Re: Water Code §10727.8 Notice

Page 2 of 2

Law (the "Brown Act"). Regularly scheduled District Board meetings are held on the 2<sup>nd</sup> Tuesday of each month at 8:00 a.m. at the District's office.

Interested parties are encouraged to participate in the development and implementation of the GSP. Information about groundwater resources, the development of the GSP, and Rosedale GSA meetings will be published on Rosedale's website ([www.rrbwsb.com](http://www.rrbwsb.com)). This Notice will also be made available to the public via Rosedale's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "D-BTW".

Dan Bartel, Engineer-Manager  
Rosedale-Rio Bravo Water Storage District

Tami McVay  
Self-Help Enterprises  
P.O. Box 6520  
Visalia, CA 93290

Re: Letter of Intent – Proposed Partnership between the Kern County Subbasin and Self-Help Enterprises, for the administration of the Kern County Subbasin Amended Groundwater Sustainability Plan(s) Well Mitigation Program

Dear Ms. McVay,

Please let this letter serve as a Letter of Intent (LOI) for interest in a partnership between the Kern County Subbasin (“Subbasin”), comprised of the individual Groundwater Sustainability Agencies and Management Areas (“GSAs/MAs”) and Self Help Enterprises (SHE) for SHE to administer the Subbasin’s Well Mitigation Program (“Program”) as described in the amended Kern County Subbasin Groundwater Sustainability Plan(s), anticipated for submittal and review by the Department of Water Resources and/or State Water Resources Control Board in May 2024.

This LOI outlines those certain terms and conditions under which the Subbasin would consider entering into an agreement with SHE to provide Program services for domestic well owners and small community water systems who have lost access to potable water or are experiencing water quality issues caused by declining groundwater levels. This LOI does not contain all the material terms of the proposed transaction and is not intended to, nor does it create a binding agreement. A binding agreement shall occur upon the mutual execution and delivery of a contract services agreement (“Agreement”) which sets forth all terms and conditions related to the Program. Neither Party (Subbasin or SHE) will have any obligation to execute said Agreement.

Upon SHE’s acknowledgment of the LOI, the terms described herein are intended to support negotiations to develop an Agreement that includes the following components:

1. Area of Service.  
Kern County Subbasin, including the individual GSAs/MAs (Basin Number 5-22.14, DWR Bulletin 118).
2. SHE services.
  - a. SHE will provide Program service activities to domestic and/or small water system wells (“potable wells”) as defined by the State of California.
  - b. Emergency Bottled Water – Upon notice that a potable well user has lost access to groundwater, SHE will deliver a 2-week supply of bottled drinking water to the household within 24 hours (providing 1 gallon per capita per day (gpcd)).
  - c. Well Assessment – SHE staff will conduct an on-site assessment (within 72 hours of notice) that includes reviewing well reports/documentation, confirming water source, checking for running water/water pressure, assessing well depth and groundwater level, inspecting electrical and above-ground components, inspecting any existing tank systems, identifying locations for new tank system placement (if necessary), and developing a site map.
  - d. Temporary Tanks and Hauled Water – If necessary, SHE will arrange for the installation of a temporary tank system (within 72 hours), routine delivery of hauled potable water to the site

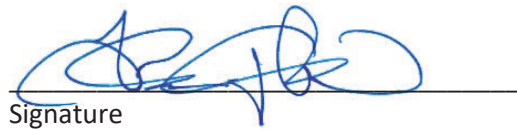
providing up to 47 gpcd, and repair services to the system until removal of temporary tanks. For services extending past 30 days, SHE shall provide the necessary information for mutual agreement on a valid claim and estimated costs to be paid/reimbursed for a long-term solution.

- e. Ongoing Bottled Water – SHE will coordinate ongoing deliveries of bottled drinking water supply (1 gpcd) until a long-term solution is in place.
  - f. Long-Term Solutions – In consultation with the relevant GSAs/MAs, SHE will develop a plan for pump lowering, well-repair, well replacement, and/or service connections to nearby water systems (whenever feasible) to restore long-term water access to the household within 14 days of notice and will finance the well owners’ cost-share (refer to depreciation schedule in 6e) for implementing such plan.
3. Program Administration Services. SHE shall serve as the point of contact for receiving and processing claims, coordinating with the appropriate GSA/MA, emergency water services, and implementing a public outreach and education strategy that prioritizes campaigns guided toward the prevention of dry well issues.
  4. Program Funding. Program service costs (“Budgets”) for administration and general overhead shall be funded by the Subbasin and shall be paid annually to SHE at the beginning of each calendar year along with projected Program service activities expected in each GSA/MA. Funding for the Program shall be reconciled at year-end.
  5. Party Collaboration. Throughout the term of the Program Services, SHE shall provide continuous collaboration with the Subbasin as established herein:
    - a. Coordination with GSAs/MAs to establish cost savings measures, including potable water fill stations, related equipment, and bottled water storage.
    - b. Collaboration with other Subbasin partners involved in related activities such as: Kern Water Collaborative, Water Association of Kern County, Purveyors, well drillers, pump companies, and Kern County Environmental Health Department.
  6. Services Coordination. Throughout Program Term, SHE shall undertake continuous coordination efforts with the Subbasin as established herein:
    - a. Notify the applicable GSA/MA of emergency bottled water and tank and hauled water service requests.
    - b. Coordinate all Claim assessment activities with the applicable GSA/MA.
    - c. Ensure any funded solutions are according to qualification criteria set by the Subbasin.
    - d. Coordinate all domestic groundwater well repair, replacement, and/or connection plans with the applicable GSA/MA. Plan to be offered to well owner within 14 days.
    - e. Utilize the following depreciation schedules to identify costs to be borne by well owner as part of the Claim process:
      - i. 50 years for potable wells; and
      - ii. 15 years for all potable well equipment repair and replacements.
    - f. Facilitate well-owner execution of GSA/MA provided release of liability agreements and record such documentation with Kern County, if applicable.

7. Terms. Initial term of arrangement shall be between 2 and 5 years, with the goal of implementation of outreach and Program services beginning January 1, 2025. Both Parties agree and acknowledge that should the State declare a drought emergency, implementation dates may be subject to change.

This LOI is an expression of understanding and intention only and, if acknowledged below, will provide guidance for the drafting of the Agreement. If SHE is interested in this proposal and opening negotiations on an agreement, please have SHE's representative acknowledge that fact by signing this letter below. We look forward to hearing from you.

**ACKNOWLEDGMENT: Self-Help Enterprises**



Signature

Thomas J. Collishaw  
Printed Name

4/12/2024  
Date

**Authorized by:**

<hr/> <b>Arvin GSA</b>	Derek Yurosek, Director <a href="mailto:DYurosek@bolthouseproperties.com">DYurosek@bolthouseproperties.com</a>
<hr/> <b>Buena Vista GSA</b>	Terry Chicca, Board President <a href="mailto:TChicca@aol.com">TChicca@aol.com</a>
<hr/> <b>Cawelo Water District</b>	David Halopoff, Assistant General Manager <a href="mailto:dhalopoff@cawelowd.org">dhalopoff@cawelowd.org</a>
<hr/> <b>City of Bakersfield</b>	Bob Smith, City Councilmember <a href="mailto:bobsmith727@icloud.com">bobsmith727@icloud.com</a>
<hr/> <b>Eastside Water Management Area</b>	Chad Hathaway, President <a href="mailto:chathaway@hathawayllc.com">chathaway@hathawayllc.com</a>
<hr/> <b>Henry Miller GSA</b>	Jeof Wyrick, President, Chairman <a href="mailto:jwyrick@jgboswell.com">jwyrick@jgboswell.com</a>
<hr/> <b>Improvement District No. 4</b>	Dave Beard, ID4 Manager <a href="mailto:dbeard@kcwa.com">dbeard@kcwa.com</a>
<hr/> <b>Kern Delta Water District</b>	Rodney Palla, Board Chair <a href="mailto:rodney@rpfarms.com">rodney@rpfarms.com</a>
<hr/> <b>Kern Water Bank Authority</b>	Jonathan D. Parker, General Manager <a href="mailto:JParker@kwb.org">JParker@kwb.org</a>
<hr/> <b>Kern-Tulare Water District</b>	Skye Grass, General Manager <a href="mailto:skye@kern-tulare.com">skye@kern-tulare.com</a>

<hr/> <b>Olcese GSA</b>	James L. Nickel, President <a href="mailto:jlnickel@nflc.net">jlnickel@nflc.net</a>
<hr/> <b>North Kern Water Storage District</b>	Kevin Andrew, Board President <a href="mailto:kandrew@illumag.com">kandrew@illumag.com</a>
<hr/> <b>Pioneer GSA</b>	Tom McCarthy, General Manager <a href="mailto:tmccarthy@kcwa.com">tmccarthy@kcwa.com</a>
<hr/> <b>Rosedale-Rio Bravo Water Storage District</b>	Dan Bartel, Engineer-Manager <a href="mailto:dbartel@rrbwsd.com">dbartel@rrbwsd.com</a>
<hr/> <b>Semitropic Water Storage District</b>	Dan Waterhouse, Board President <a href="mailto:dan@neuhousefarms.com">dan@neuhousefarms.com</a>
<hr/> <b>Shafter-Wasco Irrigation District</b>	Randy Bloemhof, Board Member <a href="mailto:randy@supremealmonds.com">randy@supremealmonds.com</a>
<hr/> <b>7<sup>th</sup> Standard Annex</b>	Randy Bloemhof, Board Member <a href="mailto:randy@supremealmonds.com">randy@supremealmonds.com</a>
<hr/> <b>Southern San Joaquin Municipal Utility District</b>	Roland Gross, General Manager/Secretary <a href="mailto:roland@ssjmud.org">roland@ssjmud.org</a>
<hr/> <b>Tejon-Castac Water District GSA</b>	Angelica Martin, Board of Directors Secretary <a href="mailto:amartin@tejonranch.com">amartin@tejonranch.com</a>
<hr/> <b>West Kern Water District</b>	Greg Hammett, General Manager <a href="mailto:ghammett@wkwd.org">ghammett@wkwd.org</a>
<hr/> <b>Westside Water Authority</b>	Mark Gilkey, General Manager <a href="mailto:mgilkey@westsidewa.org">mgilkey@westsidewa.org</a>
<hr/> <b>Wheeler Ridge-Maricopa GSA</b>	Dennis Atkinson, President <a href="mailto:dalaska2019@gmail.com">dalaska2019@gmail.com</a>





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**Regular Meeting of Board of Directors of Kern Fan Authority**  
**April 24, 2024**  
**11:30 a.m.**  
**McMurtrey, Hartsock, Worth & St. Lawrence Board Room**  
**2001 22<sup>nd</sup> Street, Suite 100, Bakersfield, California 93301**

**AGENDA**

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Fan Authority Joint Powers Agreement.

**1. Roll Call - Quorum Determination**

In the absence of a quorum of the Board the meeting will be adjourned.

**2. Public Input**

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action.

**3. Minutes**

- a. Approval of the Minutes

**4. Treasurer's Report / Manager's Report**

- a. Payment of Bills

**5. Report on Pending Activities**

- a. Kern Fan Activities
  - i. 2024 Water Supply
  - ii. Pioneer Project
  - iii. McAllister Ranch
  - iv. Banking / Recovery
- b. KCWA Activities
  - i. Agenda and Minutes Review
  - ii. Operations
  - iii. Delta Conveyance
- c. Local SGMA Activities
  - i. Miscellaneous SGMA Related Activities
  - ii. Banking
  - iii. Number of Plans

- 
- d. Other Activities
    - i. Integrated Regional Water Management Plan (IRWMP)
    - ii. Irrigated Lands Regulatory Program / CVSALTS
    - iii. Kern Fan Monitoring Committee

## **6. New Business**

This Portion of the Meeting is set aside to provide each Board member an opportunity to bring to the attention of other Board members and the public matters which have come to their attention and/or which may be appropriate for future consideration. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action.

## **7. Closed Session**

- a. Conference with legal counsel – potential litigation [Cal. Govt. Code, § 54956.9(d)(4)] (one matter).

## **8. Adjournment**

# COMMITTEE FOR DELTA RELIABILITY

## AGENDA

Date: Tuesday, April 9, 2024  
Time: 1:00 pm – 2:30 pm  
Location: Teams Viewer – online conference call  
Call-in Info: Access via [Teams Viewer](#)

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### 1. Administration

- a. February 13, 2024, Meeting Notes (Brad S.)– **(Page 2)**
- b. Financial Report – WRMWSD **(Page 4)**
- c. Date of Next Meeting: July 9, 2024

### 2. Delta Operations – Biological Opinions / Collaborative Science Process

- a. Voluntary Agreements status (Paul W.)
- b. Interim Operation Plan (IOP) (Paul W.)
- c. 2024 Biological Opinions and ITP – (Paul W.)
- d. Coordination with SWC regarding white sturgeon– (Paul W.)
- e. Proposed Rule to List Longfin Smelt– (Paul W.)
- f. National Academies update (Scott H. and Dennis M.)
- g. CSAMP Update (Bill P.)
- h. Delta smelt entrainment (Scott H.)
- i. ESA Section 7 Rule

### 3. Other

- a. Center for California Water Resources Policy and Management publishing (Dennis M.)  
**(Page 8)**
  - i. Blog Update
  - ii. Scholarly articles
- b. Organizational Assessment of Center, Coalition, and Committee (Bill P. and Brad S.)

**Regular Meeting of the Board of Directors of  
South Valley Water Resources Authority  
Agenda**

Kern Water Bank Authority Office  
1620 Mill Rock Way, Suite 500  
Bakersfield, CA, 93311

**April 25th, 2024, at 10:00 am**

**Call to Order**

- 1. Public Input**—This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Committee members any matter not on the agenda and over which the Committee has jurisdiction, provided no action shall be taken on any such matter unless otherwise provided.
- 2. Minutes**  
Approval of minutes of 1/25/24 regular board meeting
- 3. Review and Approval of 2021-2022 audit**
- 4. Directors Forum** – discussion only, no action
  - a. SGMA
  - b. SWP & KCWA
  - c. Kern River
  - d. Other
- 5. New Business for Consideration at Future Meetings and Announcements**
- 6. Adjournment**

**Project Management Committee (Special Activity Agreement #1)  
of South Valley Water Resources Authority**

**Fish Friendly Diversion Project  
Agenda**

Kern Water Bank Authority Office  
1620 Mill Rock Way, Suite 500  
Bakersfield, CA, 93311

**April 25th, 2024, at 10:05 am**

**Call to Order**

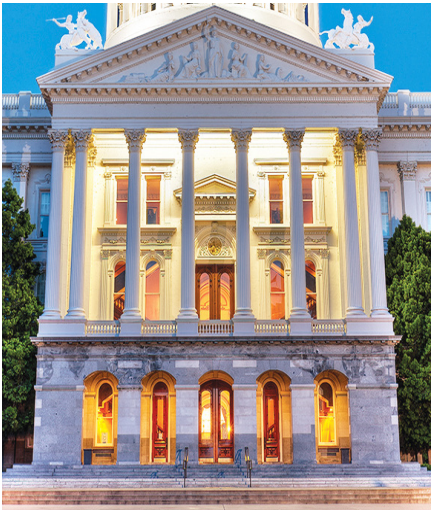
- 1. Public Input**—This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Committee members any matter not on the agenda and over which the Committee has jurisdiction, provided no action shall be taken on any such matter unless otherwise provided.
- 2. Minutes**  
Approval of committee meeting minutes of 1/25/24
- 3. Financial Reports**
  - a. Presentation of financial reports.
  - b. Ratify payables for February and March 2024.
  - c. Accounts payable.
- 4. Fish Friendly Diversion Project**
  - a. Project updates – report on demonstration project site inspection and next steps.
  - b. Ratification of access and indemnification agreement for FFD demonstration project.
  - c. Review and approval of Provost & Pritchard engineering proposal to redesign demonstration project.
  - d. Review and approval of ESA proposal to obtain permits and approvals for the demonstration project.
  - e. Discussion of next steps
- 5. Water Blueprint for the San Joaquin Valley**  
Update
- 6. Collaborative Action Plan for the San Joaquin Valley**  
Update
- 7. USBR SJR Valley Plan**  
Update
- 8. Presentation of CSU's Hydraulic Study Results**
- 9. New Business for Consideration at Future Meetings and Announcements**

# SACRAMENTO REPORT

April 2024



Volume 19, Issue 4



## NEWS BRIEFS

### Board Places Tulare Lake Groundwater Subbasin In Probation

On April 16, 2024, the State Water Resources Control Board placed the Tulare Lake Groundwater Subbasin in probationary status under the landmark Sustainable Groundwater Management Act (SGMA).

The State Water Board's decision marks the first time a groundwater basin has been designated as probationary. In recognition of the importance of groundwater to California's communities,

*continued on next page*

### Fight About Well Drilling Continues in Sacramento

To paraphrase the late music critic Lester Bangs, nothing ever quite dies in the California Legislature, it just comes back in a different form.

This year, Assembly Member Steve Bennett (D-Ventura) has introduced his third attempt to regulate well permitting through statute, this time in the form of AB 2079. Only this time, the Department of Water Resources is backing the effort instead of quietly opposing as with prior efforts in the form of AB 2201 (2022) and AB 1563 (2023). Agricultural production wells continue to be the focus of the current legislation as with the prior legislation.

Once again, Valley Ag Water Coalition is opposing the Bennett legislation, along with business, production agriculture, manufacturing and other interest groups.

AB 2079 would require a local enforcement agency (a city or county permitting agency) to perform specified activities before determining whether to approve a permit for a new large-diameter, high-capacity well, which is defined as any water well with a diameter of more than eight inches and intended to produce greater than two acre-feet annually. The bill would require a groundwater sustainability agency with oversight for the area of the basin where the local enforcement agency has well permitting jurisdiction to provide specified information to the lo-

*See Well Drilling, page 2*

### Tribal Communities Bring Bay-Delta Plan Complaints to the Legislature

California tribal communities and environmental justice advocates have been critical of the State Water Resources Control Board throughout proceedings to update the water quality control plan for the Bay-Delta watershed, opposing the so-called voluntary agreements alternative and even filing a civil rights discrimination complaint with the US Environmental Protection Agency.

Now, the Shingle Springs Band of Miwok Indians is sponsoring legislation to force the state board to set tribal water uses apart from other competing uses of the waters of the state in terms of water quality and priority of use.

*See Tribal Communities, page 2*

## Inside Sacramento Report

DWR Releases Final 2023 California Water Plan Update .....	4
DWR Releases Funding Guide for SGMA Implementation .....	5
Legislature Passes Budget Bill Junior to Reduce Deficit .....	6

economy and environment, the Legislature passed SGMA in 2014 to address groundwater overdraft and bring basins into balanced levels of pumping and groundwater recharge.

During probation, board staff collect groundwater extraction information and work with groundwater sustainability agencies (GSAs) to improve groundwater sustainability plans (GSPs) so that intervention is no longer needed. Ninety days after probation begins, most groundwater pumpers in the Tulare Lake Subbasin will be required to begin recording their groundwater pumping, and eventually, report that information to the board and pay fees. Data on where and how much pumping is occurring will provide the board with critical information about how sustainable management can be achieved.

If deficiencies are not addressed within a year, the board could move into the second phase of the state intervention process, called an interim plan. Only during this second phase, after another public hearing, could the board impose pumping restrictions on basins or issue fines for exceeding water allotments.

During the April's hearing, board staff presented findings from their final report on the Tulare Lake basin, which describes the deficiencies in the basin's GSP that have led to the probationary designation. Chief among those cited were inadequate measures to mitigate

*continued on next page*

cal enforcement agency, including, but not limited to, the name of the applicable groundwater sustainability agency, the agency manager and contact information, and the applicable sustainable management criteria related to groundwater levels, including the groundwater level measurable objectives and minimum thresholds. AB 2079 would apply to all groundwater basins in California.

AB 2079 would prohibit a local enforcement agency from approving a permit for a large-diameter, high-capacity well if that well is proposed to be located within one-quarter mile of a well used for supplying domestic water to one or more persons or to a community. It would prohibit a local enforcement agency from approving a permit for a large-diameter, high-capacity well if that well is proposed to be located within one-quarter mile of an area that has subsided greater than 0.5 feet in total since January 1, 2015, as reported and defined by the department based upon InSAR subsidence data report posted on the Natural Resources Agency open data portal and department internet websites. A local enforcement agency would be allowed to approve a permit for a large-diameter, high-capacity well if the area has not had subsidence of over more than 0.1 feet for four consecutive years, over the preceding four years, is consistent with the local groundwater sustainability plan, and is screened above geologic units known to be susceptible to compaction. Finally, for "areas subject to the Sustainable Groundwater Management Act, a local enforcement agency could not approve a permit for any well unless that well is screened below the minimum thresholds applicable to that portion of the basin as established by the groundwater sustainability agency.

"VAWC opposes AB 2079 because it represents an unnecessary intrusion into local control, interferes with the regulatory authority granted to groundwater sustainability agencies under SGMA, and adds burdensome requirements on GSAs at a time when they are focused on implementation of groundwater sustainability plans—the majority of which have been approved by the Department of Water Resources," said VAWC Executive Director Bob Reeb.

The stated goal behind the mandates contained in AB 2079 is two-fold: to halt land subsidence and to avoid well interference. Neither outcome is guaranteed should the bill become law, Reeb argues.

"Worse yet, AB 2079 imposes a one-size-fits-all mandate applicable to every groundwater basin in California," Reeb said. "That the genesis of AB 2079 is the Department of Water Resources poses an ironic juxtaposition to the statement of findings the department provides regarding the evaluation of groundwater sustainability plans."

An excerpt from one DWR Statement of Findings approving a groundwater sustainability plan states:

*"The statutes and GSP Regulations require Plans to include and address a multitude and wide range of informational and technical components. The Department has observed a diverse array of approaches to addressing these technical and informational components being used by GSAs in different basins throughout the state. The Department does not apply a set formula or criterion that would require a particular outcome based on how a Plan addresses any one of SGMA's numerous informational and technical components. The Department finds that affording flexibility and discretion to local GSAs is consistent with the standards identified above; the state policy that sustainable groundwater management is best achieved locally through the development, implementation, and updating of local plans and pro-*

*See Well Drilling, page 3*



## Well Drilling, continued from page 2

grams (Water Code § 113); and the Legislature’s express intent under SGMA that groundwater basins be managed through the actions of local governmental agencies to the greatest extent feasible, while minimizing state intervention to only when necessary to ensure that local agencies manage groundwater in a sustainable manner. (Water Code § 10720.1(h))”

AB 2079 applies a set criterion that would require a particular outcome—a ban on new groundwater production wells where land subsidence or well interference is occurring—, eliminates flexibility and discretion for GSAs, and is counter to the premise that sustainable groundwater management is best achieved locally through the development, implementation, and updating of local plans and programs.

AB 2079 also threatens state and local investments in groundwater banks and indirect potable reuse projects by prohibiting or interfering with the withdrawal of water placed into aquifers throughout the state. Examples of these would be the Kern Water Bank and projects that inject advanced treated water into Southern California basins for later withdrawal. Such projects are valued by the Legislature and the Newsom Administration as important measures to better position California to secure climate resilience, according to Reeb.

AB 2079 is set for its first hearing of the year on April 23 in the Assembly Water, Parks & Wildlife Committee.

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## Tribal Communities, continued from page 1

AB 2614 by Assembly Member James Ramos (D-San Bernardino) would require the state board to incorporate water quality standards to achieve reasonable protection of tribal water uses into the Bay-Delta Plan. Ramos, a lifelong resident of the San Manuel Indian Reservation and member of the Serrano/Cahuilla tribe, became the first California Native American state lawmaker in 2018.

AB 2614 would add tribal water uses as waters of the state that may be protected against quality degradation for purposes of the defined term “beneficial uses.” The bill would require any project or regulatory program subject to approval by the State Board or a regional water quality control board to describe, with both quantitative and qualitative information, how the project or regulatory program will impact tribal water uses, and would require, on or before December 1, 2025, and every 2 years thereafter, the state board to publish a report on implementation of this provision on its internet website. AB 2614 would additionally require the state board to consult and carefully evaluate the recommendations of concerned California tribal communities.

Valley Ag Water Coalition opposes AB 2614 and took the lead in testifying against the bill in the Assembly Environmental Safety & Toxic Materials Committee earlier this month. The legislation would add a definition for “tribal water use” to the Water Code. No other beneficial use is defined in statute, according to Bob Reeb, VAWC Executive Director. Beneficial uses are defined in basin water quality control plans and are applicable statewide. Additional beneficial use definitions adopted by individual regional boards, for which there is no equivalent statewide beneficial use, must be approved by the state board.

AB 2614 would require the state board to incorporate water quality standards to achieve reasonable protection of tribal water uses into the Bay-Delta Plan. The

See [Tribal Communities](#), page 4

## NEWS BRIEFS continued

negative impacts from groundwater overpumping, including a high number of wells (698) projected to be at risk of running dry during drought, and worsening land subsidence.

The Press Release can be found [Here](#). Additional information about the board’s implementation of SGMA can be found on its website.

### DWR Updates Delta Conveyance Project Schedule, Charts Permitting Pathway + Other Project Updates

The Department of Water Resources (DWR) has updated the permitting schedule for the next several years of the Delta Conveyance Project planning process, creating a pathway for obtaining key permits by the end of 2026.

Read the blog post [here](#), view the Permitting Road Map [here](#), and see details for all permitting activities at the Permit Portal [here](#).

**New Informational Materials Available** – Informational materials about the project, including a new Myth/Fact fact sheet, a new Q&A and an updated Fast Facts, can be found [here](#).

**California Endangered Species Act (CESA) Compliance** – DWR applied to the California Department of Fish and Wildlife (CDFW) for an Incidental Take Permit (ITP) on April 9, 2024. The application documents can be found [here](#). As CDFW reviews the information in the ITP application, it is expected that DWR will add supplemental materials to update the administra-

continued on next page

## NEWS BRIEFS *continued*

tive record and will post periodic updates to the ITP application to reflect this supplemental material.

### State Water Board Grants

**2-Week Extension** – The deadline to submit protests regarding the Delta Conveyance Project change petition has been extended to May 13, 2024. For more information, visit the State Water Board’s website [here](#), see their notification [here](#) and the notification letter [here](#).

**ICYMI: Progress Report** – In case you missed it, DWR updated the Progress Report for the Delta Conveyance Project to include all activities conducted and milestones reached in 2023. Find the document [here](#).

### Lunch-MAR to Feature Multibenefit Land Repurposing Program

The next [lunchtime presentation](#) by DWR’s [Flood-Managed Aquifer Recharge](#) (Flood-MAR) Program will feature the Department of Conservation’s [Multibenefit Land Repurposing Program](#) (MLRP). In light of California’s uncertain groundwater future, the MLRP launched two years ago with the objective of finding solutions for resilient landscapes. The [Lunch-MAR webinar](#) will be Wednesday, May 1.

### Annual Poll Reveals Feelings on Water Issues

The results are in from the Value of Water Campaign’s [annual water poll of American voters](#). The poll explores opinions on water infrastructure, priorities for action, and perspectives on potential solutions. For the fourth year in a row, ensuring a reliable water

*continued on next page*

## Tribal Communities *continued from page 3*

latter requirement—ensuring the reasonable protection of beneficial uses—is already provided for under Section 13241 of the Water Code, except that Section 13241 recognizes that “...it may be possible for the quality of water to be changed to some degree without unreasonably affecting beneficial uses.”

“The mandates imposed on the state board under AB 2614 could halt proceedings to update the Bay-Delta Plan until the state board approves beneficial use definitions that are specific to tribal water uses,” said Reeb. “A delay is the only path forward that I can see to designate water segments for tribal beneficial uses and water quality objectives. The intent to halt plan update proceedings and force the state board to add water quality objectives specific to tribal water use makes sense given the Shingle Springs Band’s support for the unimpaired flows alternative and discrimination complaint filed with USEPA.”

AB 2614 will be considered next by the Assembly Water, Parks & Wildlife Committee.

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## DWR Releases Final 2023 California Water Plan Update

Earlier this month, the California Department of Water Resources (DWR) released the final California Water Plan Update 2023. The Plan, updated every five years to reflect current water conditions, is the State’s strategic blueprint for managing and developing water resources.

California has been facing more intense and longer droughts, followed by sudden and intense storms. Due to the expected variations in temperature and precipitation due to climate change, the existing flood, water, and wastewater management systems in California are expected to decline in quality and service compared to the past. The 2023 update focuses on addressing this climate urgency, along with strengthening watershed resilience and achieving equity in water management.

“With climate change posing uncertain challenges, California Water Plan Update 2023 highlights the importance of innovation and investments in the state’s watersheds, water systems, and frontline communities,” said DWR Director Karla Nemeth. “This plan helps build a future where all Californians can be more water resilient and how we can all take action to adapt our communities to thrive in more extreme weather conditions.”

“Climate change and weather whiplash threaten the future of our water systems,” said California Natural Resources Secretary Wade Crowfoot. “We clearly need to adapt to these changes as quickly as possible so California will continue to thrive. California Water Plan Update 2023 guides our way forward, laying a roadmap for updating our water management and infrastructure to ensure a resilient water future.”

To achieve the plan’s stated vision of creating water resources that are sustainable, resilient, and equitable, the 2023 update includes seven objectives that provide a roadmap to resilience: (1) improving and accelerating climate resilience planning and implementation at the watershed scale; (2) improving the resiliency of “backbone” water infrastructure; (3) improving the resiliency of natural “backbone” water infrastructure, such as accelerated ecosystem restoration; (4) improving community outreach and engagement, local capacity building efforts, and access

*See California Water Plan, page 5*

to state assistance programs; (5) supporting tribal water management practices and address tribal water challenges; (6) supporting regulatory programs that are flexible and adaptive to meet the challenges of a changing hydrology; and (7) aligning resources to develop statewide and watershed resilience.

The 2023 update was developed through a collaborative process, including tribal engagement, public workshops, meetings with other state agencies, and feedback and suggestions DWR received. According to DWR, the 2023 update was additionally influenced by the Water Resilience Portfolio, state needs and priorities, Governor Gavin Newsom's commitment to climate action, and Executive Order N-16-22 (which directed state agencies to address equity in all strategic plans and updates).

DWR will be hosting a two-hour webinar on Monday, April 29, 2024 from 10:00 a.m. - 12:00 p.m. to highlight the key points of California Water Plan Update 2023. The webinar will also highlight upcoming projects and funding that put California Water Plan Update 2023 into action.

Additional information is available in the California Water Plan Update 2023 [webpage](#).

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## **DWR Releases Funding Guide for SGMA Implementation**

The Sustainable Groundwater Management Act (SGMA) requires Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) to bring California's groundwater basins into sustainability.

Earlier this year, the Department of Water Resources (DWR) marked a major milestone by completing the review process for all GSPs in the state. The implementation of these plans will require a reliable stream of funding. While DWR has awarded more than \$500 million in grant funding, GSAs will need to self-fund actions associated with day-to-day administration, implementation of projects and management actions, outreach and engagement, and other efforts.

To support GSAs in selecting and developing self-funding streams, DWR has developed a high-level resource guide that outlines common funding mechanisms available to GSAs and provides a general approach that agencies can consider when developing a funding mechanism and rate structure.

Section 2 of the guide outlines the funding mechanisms available to a GSA depend on the powers granted to that GSA by the law. GSAs should consult with their legal counsel to confirm which funding mechanism(s) they can pursue. While not exhaustive, five common self-funding mechanisms may be available to GSAs for SGMA implementation: (1) existing funding sources; (2) regulatory fees; (3) property related fees; (4) benefit assessments; and (5) special taxes. Each of these funding mechanisms can have multiple, or different, approaches regarding how to structure the cost allocation (e.g., users can be charged per wellhead, parcel, acre-foot, etc.).

Section 3 provides an overview of the general approach for developing a funding strategy, poses guiding questions for consideration, and includes discussion on engagement with interested parties. According to the guide, GSAs should consider the following questions: what funding mechanisms are available to the GSA?

See [Funding Guide](#), page 6

**NEWS BRIEFS** *continued*  
supply was the top priority of voters, with 88 percent ranking it as extremely or very important. Water affordability is a growing concern among voters. In 2018, 13 percent found their water service unaffordable. That number rose to 30 percent this year.

## **Sustainable Conservation's Webinar Series Begins**

On Wednesday, April 24, [Sustainable Conservation](#) will kickoff its spring 2024 webinar series, "[Climate Resilience Through Regeneration](#)." The first installment will feature a panel discussion on the benefits of groundwater recharge. There will also be discussion on boosting economic recovery and protecting community drinking water.

## **DWR Relaunches Water Management Tool**

DWR's Water Management Planning Tool has been re-launched as the [Water Management Boundary Tool](#). It is an interactive map that allows users to overlay geographic information system (GIS) layers onto a California map and illustrate entities involved in water management in a given area. The tool can assist local agencies with their responsibilities related to the California Water Plan, integrated regional water management, and the [Sustainable Groundwater Management Act](#).

## **Statewide Land Use Data Released for 2021**

The final version of California's statewide land use data for Water Year 2021 has been released by DWR's [Land Use Program](#).

*continued on next page*

## NEWS BRIEFS *continued*

The information can help local agencies manage groundwater resources, provide agricultural production systems with a way to assess economic impacts, and help identify potential adverse impacts to rural water sources. The data can be found on several websites:

- [California Nature Resources Agency's Open Data portal](#)
- [DWR Land Use Viewer](#)
- [DWR Land Use Gallery](#)
- [Sustainable Groundwater Management Act Data Viewer](#)

## UPCOMING MEETINGS

### State Water Resources Control Board

April 24-26, 2024; 9:00am  
Joe Serna Jr. - CalEPA Building  
1001 I St., Coastal Hearing Room  
Sacramento, CA 95814

[Notice](#), [Webcast](#)  
[Participation Guide](#)

### Delta Stewardship Council

April 25-26, 2024; 10:00am  
Oakley Recreation Center  
1250 O'Hara Ave., Oakley, CA

[Agenda](#), [Meeting Materials](#)  
[Webinar](#), [Zoom](#)

Call-in no.: 16694449171  
Webinar ID: 838 7059 4131

### California Central Valley Flood Protection Board

April 26, 2024  
Sacramento Area Council of Governments

1415 L Street, Room 300  
Sacramento, CA 95814

[Agenda](#), [Zoom](#)  
Call-in: +1 669-219-2599  
Webinar: 850 0081 7434

*continued on next page*

## *Funding Guide, continued from page 5*

How does GSA governance impact the funding mechanism and process? Does the GSA have staff with legal and technical expertise in public agency financing? Who needs to be involved in the decision-making process? What is important to the GSAs? What is important to the community? To achieve successful funding, a GSA should analyze funding needs, identify customers or beneficiaries, develop costs of service, determine the average unit cost by customer, develop a rate for target revenue, and develop a process for periodic review and reassessment.

Finally, Section 4 provides a high-level overview of additional funding opportunities that can reduce the overall impact to ratepayers and local self-funding required for SGMA compliance and implementation. Such additional funding opportunities include federal, state, and local grants, loans bonds, as well as assistance programs offered by agencies like DWR and the State Water Board.

The full resource guide can be found [here](#).

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## Legislature Passes Budget Bill Junior to Reduce Deficit

April 12, 2024 — The California Legislature voted to pass Assembly Bill 106, a Budget Junior Bill, which amends the Budget Acts of 2022-23 and 2023-24 to reduce the budget shortfall by \$1.6 billion through a myriad of reductions, delays, fund shifts, and reversions.

For resources, AB 106 will include solutions such as reverting \$88 million for watershed climate resilience; \$6 million for on-farm water use and agriculture technical assistance; \$9.8 million for regional climate collaboratives; and \$5 million for climate adaptation and resilience planning grants. The bill will also revert over \$60 million from the Wildfire Resilience Package. The bill, however, appropriates \$61.3 million in General Fund for a variety of flood and storm repairs, and to address fruit fly infestations.

AB 106 is part of the Early Action agreement announced earlier this month by Assembly Speaker Robert Rivas (D-Hollister), Senate President Pro Tempore Mike McGuire (D-Healdsburg), and Governor Gavin Newsom to adopt approximately \$17.3 billion in budget solutions, including reducing previously appropriated funds, spending cuts, and statutory changes. The total Early Action package includes \$3.6 billion in reductions, \$5.2 billion in revenue and borrowing, \$5.2 billion in delays and deferrals, and \$3.4 billion in shifts of costs from the general fund to other state funds.

“I’m proud of our Assembly Democratic Caucus for their commitment to a transparent, deliberative budget process. It’s the right way to come at closing such a massive shortfall, along with freezing some undisbursed, one-time spending to preserve more options in June,” said Speaker Rivas during the announcement of the Early Action agreement. “We expect the Governor to deliver challenging budget proposals next month to reduce the deficit in the long-term, and we’ll consider them carefully. Together, we can deliver real solutions for hard-working Californians.

On the other hand, Republicans in the Legislature have criticized the Early Action agreement as either unreliable or insufficient, with many labeling the agreement as a “gimmick.”

*See [Budget Bill Junior](#), page 7*

## **Budget Bill Junior**, continued from page 6

“This deal is a swing and a miss from Democrats. California’s budget has major league problems and Newsom is proposing JV solutions,” said Assembly Republican Leader James Gallagher (R-Yuba City). “With a \$73 billion deficit, this gimmicky agreement is not the homerun Gavin thinks it is. The emotional, real truth of this budget is visceral to the Californians who will pay the price for Newsom’s delusions and exaggerations.”

The bill passed the Senate 32 to 5 with Senators Roger Niello (R-Fair Oaks), Brian Dahle (R-Bieber), Janet Nguyen (R-Huntington Beach), and Kelly Seyarto (R-Murrietta) voting against the bill, and Senators Shannon Grove (R-Bakersfield), Rosilicie Ochoa-Bogh (R-Yucaipa) and Steve Padilla (D-San Diego) abstaining from voting. On concurrence, the Assembly passed the bill 58 to 15, with almost all Republicans voting against the bill.

California’s fiscal outlook has grown increasingly dire since the beginning of the new year. This is further complicated by the competing projections released by the Governor and the non-partisan Legislative Analyst’s Office (LAO). While the LAO initially projected a budget deficit of \$58 billion in December 2023, the Governor maintained a more “optimistic” outlook and announced a \$38 projected deficit in his January proposal. As of February 2024, the LAO projected that the deficit had ballooned to \$73 billion.

Although the Early Action package is a significant step towards addressing the state’s projected deficit, there is still a long way to go. The state will have to take additional measures in June to achieve a balanced budget for the 2024-25 fiscal year.

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## **Valley Ag Water Coalition**

*The mission of the Valley Ag Water Coalition is to represent the collective interests of its San Joaquin Valley member agricultural water companies and agencies in California legislative and regulatory matters by providing leadership and advocacy on issues relating to the development and delivery of a reliable farm water supply.*

## **MEETINGS** continued

### **State Water Resources Control Board**

May 7-8, 2024; 9:00am  
Joe Serna Jr. - CalEPA Building  
1001 I St., Coastal Hearing Room  
Sacramento, CA 95814

[Notice](#), [Webcast](#)  
[Participation Guide](#)

### **California Water Commission**

May 15, 2024; 9:30am  
California Resources Building  
715 P St., 1<sup>st</sup> Floor Auditorium  
Sacramento, CA 95814

[Agenda](#) (Available May 3)

### **California Central Valley Flood Protection Board**

May 17, 2024; 2024  
Meeting Location TBA  
[Agenda](#) (Not Yet Posted)

### **State Water Resources Control Board**

May 21-22, 2024; 9:00am  
Joe Serna Jr. - CalEPA Building  
1001 I St., Coastal Hearing Room  
Sacramento, CA 95814

[Notice](#) (Not Yet Posted)

### **Delta Conservancy Board**

May 22, 2024 9:00am  
Meeting Location TBA  
[Agenda and Association Documents](#) (Available May 15)

### **Delta Stewardship Council**

May 23, 2024; 10:00am  
Physical Location TBA  
[Agenda, Materials, and Participation Guide](#) (Available May 13)



## Reservoir Committee/Authority Board Meeting

April 19, 2024

9:00 AM – Noon

[Click here to join the meeting](#)

Call in: 1-916-538-7066

122 Old Hwy 99W, Maxwell, CA 95955  
(additional locations below)

Code: 226 107 158#

Authority Board Chair:	Fritz Durst (Reclamation District 108)
Authority Board Vice Chair:	Jeff Sutton (Tehama-Colusa Canal Authority)
Reservoir Committee Chair:	Mike Azevedo (Colusa County)
Reservoir Committee Vice-Chair:	Robert Kunde (Wheeler Ridge-Maricopa Water SD)
Treasurer:	Jamie Traynham (Davis Water District)

### AGENDA

#### **ROLL CALL & CALL TO ORDER:**

- Introductions.
- Pledge of Allegiance.
- Approval of today’s meeting agenda for April 19, 2024.
- Announcement of Closed Session.
- Period for Public Comment.

*People may speak about any subject of concern, provided it is within the Reservoir Committee’s (RC) and Authority Board’s (AB) jurisdiction. Before speaking, you must submit a public comment card electronically or on paper. The time allotted for receiving such public communication shall be 3 minutes per person. Note: No action shall be taken on comments made during this period.*

#### **1. Consent Agenda**

Approximate start time 9:10 am

*The Executive Director reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person. Each item indicates the body authorized to approve such actions according to the JPA, Bylaws and Project Agreement.*

- 1.1 Reservoir Committee and Authority Board consider approval of March 22, 2024, Reservoir Committee and Authority Board Meeting Minutes. **(Attachments A & B)**
- 1.2 Reservoir Committee and Authority Board consider acceptance of the Sites Project Authority Treasurer’s Report. **(Attachment A & B)**
- 1.3 Reservoir Committee and Authority Board consider approval of the Sites Project Authority Payment of Claims. **(Attachment A & B)**

- 1.4 Reservoir Committee and Authority Board consider approval of a task order amendment with CH2M Hill Engineers, Inc. Operations for additional CalSim modeling services in the amount of \$462,000 bringing the not to exceed task order amount to \$3,259,000.

2. **Action Items:**

None.

3. **Discussion and Information Items:**                   Approximate start time 9:15 am  
*No action from the Reservoir Committee or Authority Board.*

- 3.1 Receive an update on the State Incidental Take Permit applications and Federal Biological Assessments / Biological Opinions for the Sites Project.
- 3.2 Review and comment on the process, assumptions and other considerations that are key to updating 1) the Estimated Construction Cost to reflect the 30% design and current market conditions and 2) the Project variable and fixed operating costs.
- 3.3 Review and discuss the Interim Financing Plan including reviewing assumptions related to how the project construction costs will be funded and the plan for cash needs from all of the Storage Partners throughout construction.
- 3.4 Receive an update on the a) development of the Benefits & Obligations Contract, Amended and Restated Joint Powers Agreement, and Phase 3, 4, 5 Bylaws and b) next steps to achieving Participants securing authority to execute these documents.

4. **Reports:**    Approximate start time 10:15 am

4.1 **Chairpersons' Reports:**

This time is set aside to allow the Reservoir Committee & Authority Board Chair/Vice-Chair an opportunity to disclose/discuss items related to the Project.

4.2 **Committee & Workgroup Chairpersons' Reports:**

This time is set aside to allow the Committee & Workgroup Chairpersons an opportunity to disclose/discuss items related to the Sites Project. Agendas are located on the project website ([sitesproject.org](https://sitesproject.org)).

4.3 **Authority Board & Reservoir Committee Participant Reports:**

This time is set aside to allow Representatives or their Alternates to disclose/discuss items related to the Sites Project.

4.4 Executive Director's Reports:

- Monthly status report. **(Attachment A)**
- Work Plan Key Deliverables Report. **(Attachment B)**
- Meetings Action Items Summary. **(Attachment C)**

5. Closed Session: Approximate start time 10:30 am

5.1 Conference with legal counsel regarding existing litigation (Gov. Code §§54956.9(d)).

*Friends of the River, et al. v. Sites Project Authority, et al., Yolo County Superior Court, Case No. CV2023-2626*

5.2 Negotiations concerning water right permit terms and conditions (Govt. Code §54956.9(c) and §54956.9(d)(4) 2 items).

5.3 Conference with Real Property Negotiators (Gov. Code § 54956.8).

Property: Various parcels comprising the Sites Reservoir and related facilities.

Agency negotiators: Jerry Brown, Angela Bezzone

Negotiating parties: U.S. Bureau of Reclamation

Under negotiation: Price and terms of payment for water storage and conveyance capacity.

5.4 Conference with Real Property Negotiators (Gov. Code § 54956.8).

Property: [Colusa County] APNs 011-150-004, 011-150-023, 011-190-019, -021, 011-200-013, -014, 011-210-016, 011-210-017, 011-210-023, 011-210-024, 011-210-025, 011-210-026, 011-210-027

Agency negotiators: Jerry Brown, Kevin Spesert

Negotiating parties: Red Stick Farms

Under negotiation: Price and terms of payment

5.5 Conference with Real Property Negotiators (Gov. Code § 54956.8)

Property: [Colusa County] APNs 011-150-022-000, 011-150-021-000

Agency negotiators: Jerry Brown, Kevin Spesert

Negotiating parties: Banyon

Under negotiation: Price and terms of payment



6. **Report from Closed Session**   Approximate start time 11:55 am

7. **Recap:**   Approximate start time 12:00 pm

7.1 Suggested Future Agenda Items.

7.2 **Upcoming Meetings:**

**Reservoir Committee & Authority Board**

Friday, May 17, 2024 (9:00 am to noon)

Meetings are held in the Maxwell Project Office and virtual.

Virtual Information will be provided on the meeting agenda at [Sitesproject.org](https://sitesproject.org).

**ADJOURN**

ADA COMPLIANCE: Upon request, agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request the necessary accommodation. Please make your request to the Board Clerk, specifying your disability, the format in which you would like to receive this Agenda and any other accommodation required no later than 24 hours before the start of the meeting.

This meeting will be recorded.

**Alternate Meeting Locations:**

City of American Canyon, 4381 Broadway Street, American Canyon, CA 94503

Desert Water Agency, 1200 S. Gene Autry Trail, Palm Springs, CA 92264

Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, CA 92618

Metropolitan Water District, 1121 L Street, Suite 900, Sacramento, CA 95814

Rosedale Rio Bravo, 849 Allen Road, Bakersfield, CA 92214

San Gorgonio Pass Water Agency, 1210 Beaumont Avenue, Beaumont, CA 92223

Santa Clarita Valley Water Agency, 26501 Summit Circle, Santa Clarita, CA 91350

DRAFT

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of Kern
1115 Truxtun Ave.
Bakersfield, CA 93301

From: Rosedale-Rio Bravo Water Storage
District
849 Allen Road Bakersfield, CA
93314

Project Title: Acquisition of Property by Rosedale-Rio Bravo Water Storage District

Project Applicant: Rosedale-Rio Bravo Water Storage District

Project Location – Specific: Kern County Assessor Parcel Number 104-250-27

Project Location – City: Bakersfield Project Location – County: Kern

Description of Nature, Purpose, and Beneficiaries of Project:

The purpose of the proposed project is for the Rosedale-Rio Bravo Water Storage District ("District") to acquire fee title to an approximately 100-acre portion of the property identified by the above-referenced Assessor Parcel Number. The project is limited to the acquisition of the property by the District. The District has no current plans to change the existing uses of the property. The purpose of the project is to allow the District to explore the opportunity to use the property for District purposes in the future. The beneficiaries of the project are the landowners within the boundaries of the District.

Name of Public Agency Approving Project: Rosedale-Rio Bravo Water Storage District

Name of Person or Agency Carrying Out Project: Dan Bartel, Engineer-Manager, Rosedale-Rio Bravo Water Storage District

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption.
Statutory Exemptions.
General Rule or Common-Sense Exemption (15061(b)(3)).

Reasons why project is exempt:

The substantive component of the project involves the acquisition of property by the district. The proposed project does not involve the construction or alteration of any facilities or any change in existing uses of the property. The property will remain in its present use and condition until such time as plans for future use of the property are developed and considered by the District. Any future use or development of the property by the District will be subject to separate review for compliance with CEQA. In light of the foregoing, it can be seen with certainty that there is no possibility that the proposed project has the potential to have a significant adverse effect on the environment. As such, the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

Lead Agency

Contact Person: Rachele Echeverria

Area Code/Telephone/Extension: (661)589-6045

Signature: Date: Title:

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Date Received for filing at OPR:

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.