



BUILDING A SUSTAINABLE WATER SUPPLY TO HELP OUR COMMUNITY THRIVE

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT**

849 ALLEN ROAD, BAKERSFIELD, CA 93314

**AGENDA**

**February 13, 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 January 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) Consideration of Proposal for 2022 Audit (MM)
  - e) Update on Water Charge Policy (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) Consideration of Resolution of Commendation – Resolution No. 539 (RP)
- b) Consideration of Appointment of Board Committees (RP)
- c) Strategic Plan Update (RE)
- d) Rosedale Recap (RE)
- e) Consideration of Mobile Lab Funding (DB)

- f) Berrenda Mesa Water Storage District Spreading Grounds Annexation (TT)

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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)
- c) **Ratification of Technical Services – Cultural (RE)**

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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 (DB & TT)
  - i. **Consideration of White Land Budget (MM)**
  - ii. GSP Deficiency Update (DB)
  - iii. Kern County Subbasin White Land Administration (DR)
  - iv. **Consideration of 2023 DMS Cost Overrun (DB)**
- 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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## 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 (2023 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

DECLARATION OF POSTING: I, Rachelle 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 February 9, 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  
January 9, 2024  
8:00 a.m.

**DIRECTORS PRESENT**

Roy Pierucci, Mitch Millwee and Barry Watts

**DIRECTORS ABSENT**

Jason Selvidge and Gary Unruh

**OTHERS PRESENT**

District Staff / Consultants – Dan Bartel, Trent Taylor, Megan Misuraca, Markus Nygren, Dan Raytis, Zach Smith, Rachelle Echeverria and Jennifer Spaletta  
Public – Sonia Lemus

**CALL TO ORDER**

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

**APPROVAL OF MINUTES**

- a) Regular Board Meeting Minutes – December 12, 2023

A motion was made by Director Watts with a second by Director Millwee to approve the Board of Directors regular meeting minutes of December 12, 2023. The motion was unanimously passed.

AYES: Directors Pierucci, Millwee and Watts

NOES: None

ABSTAINED: None

**FINANCIAL REPORT**

- a) Treasurer’s Report – Ms. Misuraca reviewed the treasurer’s report as of December 31, 2023.

- b) Accounts Payable/ December 9, 2023 through January 5, 2023 — Ms. Misuraca reviewed the accounts payable report with the Board. A motion was made by Director Millwee and seconded by Director Watts to ratify and approve payment of the accounts payable in the total amount of \$8,533,478.56. The motion unanimously passed.

AYES: Directors Pierucci, Millwee and Watts

NOES: None

ABSTAINED: None

- c) Revenue and Expenditures Report – Ms. Misuraca reviewed the current Revenue and Expenditures Report through December 31, 2023, including the budget vs. actual. Ms. Misuraca noted that the report was preliminary and that there will likely be some adjustments as invoices

come in. Staff will bring the final budget to actual for FYE December 31, 2023 after adjustments are final.

- d) Accounting System Update – Ms. Misuraca reported that Intuit is beginning to phase out and no longer support QuickBooks desktop version. Staff is making the switch to QuickBooks Online beginning in January 2024.
- e) Water Charge Update – Mr. Taylor reported staff is working to finalize farming unit list for distribution to landowners.

#### **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.
- b) Operations Report – Mr. Smith reviewed water conveyance and recharge operations and estimated balances with the Board. Mr. Smith noted that staff is waiting for June, October, November and December final delivery numbers from Kern County Water Agency to be able to finalize the report.
- c) Maintenance Report – Mr. Smith reviewed the maintenance projects that have taken place over the last month.
- d) Consideration of Vehicle Purchase and Declaration of Surplus Property – Mr. Smith reported staff is seeking authorization to purchase a new field pickup truck. Mr. Smith also requested that the Board declare the 2013 Ford F-150 is surplus property. A motion was made by Director Watts with a second by Director Millwee to authorize the purchase of a new operations vehicle for an amount not to exceed \$50,000 and to declare the 2013 Ford F-150 is surplus property that may be sold (or traded in). The motion unanimously passed.

AYES: Directors Pierucci, Millwee and Watts

NOES: None

ABSTAINED: None

#### **WATER RESOURCES REPORT**

- a) State Water Project Operations – Mr. Taylor gave a detailed report on current state water project operations. Mr. Taylor also reviewed the 8-station index graph and reservoir conditions with the Board.
- b) California Delta Conveyance Project – Mr. Taylor gave a brief report on the status of the Delta Conveyance Project.
- c) Kern County Water Agency Board Meeting Update- Mr. Taylor provided an update on various issues that have been raised by certain Kern County Water Agency directors relating to the Agency’s current processes for considering and deciding issues of importance to the District and the other Member Units. The Board expressed disappointment with the general lack of constructive interaction with the Agency staff and directors in recent times.
- d) Update on Exchange Program Between Rosedale-Rio Bravo Water Storage District and Homer LLC – Mr. Taylor gave a brief report on the status of a proposed transaction under the District’s 2:1 program with Homer.

## **MANAGER'S REPORT**

- a) Strategic Plan Update – Ms. Echeverria reviewed the status of Strategic Plan Goal # 5 with the Board and updated the Board on staff's current efforts to Ensure that key responsibilities withing the agency are sustainable and efficient.
- b) Consideration of Termination of Emergency Action – Public Contract Code §22050(c)(1) – Resolution No.531 – Ms. Echeverria reported on updated water and emergency conditions. A motion was made by Director Millwee with a second by Director Watts to terminate the emergency action under Resolution 531. The motion unanimously passed.  
AYES: Directors Pierucci, Millwee and Watts  
NOES: None.  
ABSTAINED: None.
- c) Consideration of Acquisition of Property and determining Acquisition is Exempt from CEQA Resolution 538 – Mr. Taylor reported staff has been in negotiations on APN 104-292-09 and have reached terms with the owner. Mr. Raytis discussed the CEQA document that had been prepared with respect to the acquisition. A motion was made by Director Millwee with a second by Director Watts to adopt Resolution No. 538 for the Acquisition of Assessor's Parcel Number 104-292-09 and Determining the Acquisition Exempt from CEQA in addition to authorizing staff to execute any necessary documents to complete the acquisition. The motion unanimously passed.  
AYES: Directors Pierucci, Millwee and Watts  
NOES: None.  
ABSTAINED: None.
- d) Consideration of Technical Services Agreement for Evaluation of Hazardous Materials – Ms. Echeverria reviewed the proposal for Phase 1 Environmental Site Assessment for the due-diligence process on acquisition of APN 104-292-09. A motion was made by Director Watts with a second by Director Millwee to execute a technical services agreement with Haro Environmental to complete due-diligence environmental site assessment on APN 104-292-09 in an amount not to exceed \$2,800. The motion unanimously passed.  
AYES: Directors Pierucci, Millwee and Watts  
NOES: None.  
ABSTAINED: None.
- e) Consideration of Technical Services Agreement for JOC Groundwater Model Update – Mr. Bartel reviewed the proposal for the JOC groundwater flow model and preparation of 2024 groundwater level projections. A motion was made by Director Millwee with a second by Director Watts to approve the technical services agreement with Thomas Harder and Company to complete the JOC groundwater flower model and preparation of the 2024 groundwater level projects with an amount not to exceed \$75,000. The motion unanimously passed.  
AYES: Directors Pierucci, Millwee and Watts  
NOES: None.  
ABSTAINED: None.

- f) Virtual District Tour- Ms. Echeverria reported staff has completed a virtual tour of the District facilities and directed them to the You-Tube channel where it can be found giving a preview of the video.

### **ENGINEERS / PROJECTS REPORT**

- a) Onyx Ranch
  - i. Operations Report – Mr. Bartel briefed the Board on the status of the Onyx Ranch operations, the reported the Smith ditch project has been completed.
  - ii. FEMA Disaster Relief Application – Ms. Echeverria briefed the Board on the FEMA Disaster Relief process and reported the application is under review.
- b) Improvement Projects – Mr. Nygren reported on latest NEPA efforts relating to the Bowling/McCaslin recovery well project.
- c) Consideration of Technical Services Agreement for Design of Recharge Ponds – Mr. Bartel briefed the Board on the Dillard/Dawson acquisition and the timeline for a recharge project on the property. A motion was made by Director Watts with a second by Director Millwee to execute a technical services agreement with Zeiders Consulting (subject to entering escrow on APN 104-292-09) for the design of the recharge project and assistance with the bidding process in an amount not to exceed \$61,000. The motion was unanimously passed.
  - AYES: Directors Pierucci, Millwee and Watts
  - NOES: None.
  - ABSTAINED: None
- d) Consideration of Consent to Common Use Agreement-TRIP – Mr. Bartel reviewed the common use agreement with the Board noting the City of Bakersfield is transferring the Westside Parkway to Cal-Trans. The purpose of the agreement is to clean up some matters relating to rights of way on the District’s property. A motion was made by Director Millwee with a second by Director Watts to execute the common use agreement with the City of Bakersfield for the Westside Parkway property on Allen Road. The motion was unanimously passed.
  - AYES: Directors Pierucci, Millwee and Watts
  - NOES: None.
  - ABSTAINED: None

### **COMMITTEE REPORTS**

- a) Groundwater Banking Joint Powers Authority – No report.
- b) James Groundwater Banking Authority – Mr. Bartel reported on the meeting in December and the approval of the 2024 budget.
- c) Sustainable Groundwater Management Act
  - i. Ratification of Technical Services Agreement – Mr. Bartel reported on the subbasin’s quickly approaching timeline and reviewed the technical service agreements presented at the Kern Subbasin Coordination Committee. A motion was made by Director Watts with a second by Director Millwee to ratify the District’s cost share for technical service

agreements with GEI Consultants, Todd Groundwater, and Rincon Consultants. The motion was unanimously passed.

AYES: Directors Pierucci, Millwee and Watts

NOES: None.

ABSTAINED: None.

- d) Kern Fan Monitoring Committee – No report.
- e) Cross Valley Canal Advisory Committee – Mr. Bartel briefed the Board on the December committee meeting.
- f) Pioneer Project Committee – No report.
- g) Kern River Watershed Coalition Authority (KRWCA) – No report.
- h) Kern Fan Authority – No report.
- i) Joint Operating Committee (JOC) – No report.
- j) Committee for Delta Reliability – No report.
- k) South Valley Water Resources Authority – Mr. Taylor briefed the board on the Fish Friendly Diversion viability continuing studies.
- l) Valley Ag Water Coalition – No report.
- m) Kern Integrated Regional Water Management Plan – No report.
- n) Sites Reservoir Project – Mr. Taylor briefed the Board on the FEIR and water rights application for the Sites Reservoir Project.
- o) Association of California Water Agencies – No report.

#### **ATTORNEY’S REPORT**

- a) Board Officers – Mr. Raytis advised the Board that the January meeting is the time for the Board to consider its officers for the coming year. The Board determined by consensus that the existing slate of officers should remain in their current positions for 2024.

#### **OLD OR NEW BUSINESS**

No report.

#### **CORRESPONDENCE**

No report.

#### **PUBLIC COMMENT**

None.

#### **CLOSED SESSION**

During the meeting, the Board met in closed session, as follows: At 10:00 a.m. President Pierucci announced the Board would meet in closed session. At 11:30 a.m. the Board reconvened to open session. Mr. Raytis announced there were no reportable actions taken in closed session.

#### **ADJOURNMENT**

At 11:33 p.m. President Pierucci adjourned the meeting.

# Monthly Financial Report

Rosedale-Rio Bravo Water Storage District



Prepared on  
February 9, 2024

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

	Date	Credit	Debit	Balance
10006 Tri-Counties Bank-Operations	Beginning Balance			5,091,722.07
<b>Total for 10006 Tri-Counties Bank-Operations</b>		\$ 2,238,873.49	\$ 5,394,810.01	\$ <b>1,935,785.55</b>
10007 Tri-Counties Bank-Payroll	Beginning Balance			56,209.08
<b>Total for 10007 Tri-Counties Bank-Payroll</b>		\$ 160,259.51	\$ 129,934.20	\$ <b>86,534.39</b>
10100 General County Fund # 60510	Beginning Balance			3,247,710.12
<b>Total for 10100 General County Fund # 60510</b>		\$ 2,806,288.61	\$ 2,000,000.00	\$ <b>4,053,998.73</b>
10101 Operations County Fund # 60520	Beginning Balance			49,106.99
<b>Total for 10101 Operations County Fund # 60520</b>		\$ 188.75		\$ <b>49,295.74</b>
10102 Bond Debt County Fund # 60526	Beginning Balance			5,205.69
<b>Total for 10102 Bond Debt County Fund # 60526</b>		\$ 20.01		\$ <b>5,225.70</b>
10103 Bond Reserve County Fund #60527	Beginning Balance			951.87
<b>Total for 10103 Bond Reserve County Fund #60527</b>		\$ 3.66		\$ <b>955.53</b>
10503 2018 COP Reserve Fund Account	Beginning Balance			1,098,903.69
	<b>** Balance as of 12/31/2023</b>			
<b>Total for 10503 2018 COP Reserve Fund Account</b>				\$ <b>1,098,903.69</b>
10504 2020 COP W.F. Trust Funds M.M.	Beginning Balance			3,245,352.71
<b>Total for 10504 2020 COP W.F. Trust Funds M.M.</b>		\$ 4,645.78	\$ 3,245,350.46	\$ <b>4,648.03</b>
10551 Goldman Sachs Money Market	Beginning Balance			3,272,694.62
<b>Total for 10551 Goldman Sachs Money Market</b>				\$ <b>3,272,694.62</b>
<b>Total Cash</b>				<b>\$ 10,508,041.98</b>
10550 Investment AMG - Wells Fargo	Beginning Balance			12,409,658.08
<b>Total for 10550 Investment AMG - Wells Fargo</b>		\$ 31,688.00		\$ <b>12,441,346.08</b>
<b>Total Cash Equivalent / Investment</b>				<b>12,441,346.08</b>
<b>Total Cash + Cash Equivalent</b>				<b>22,949,388.06</b>

**Rosedale-Rio Bravo Water Storage District**  
**Bills and Applied Payments**  
January 6 - February 9, 2024

	Transaction Type	Num	Date	Amount	Split
<b>ACE HARDWARE</b>	Bill Payment (Check)	3057	01/25/2024	-102.81	10006 Tri-Counties Bank-Operations
	Bill	63911	01/05/2024	86.58	61650 Operating Supplies
	Bill	63838	01/01/2024	16.23	61650 Operating Supplies
	Bill Payment (Check)	3131	02/09/2024	-177.14	10006 Tri-Counties Bank-Operations
	Bill	63951	01/15/2024	15.43	61650 Operating Supplies
	Bill	63974	01/19/2024	19.67	61650 Operating Supplies
	Bill	64053	02/05/2024	122.81	61650 Operating Supplies
	Bill	63996	01/23/2024	19.23	61650 Operating Supplies
<b>ACWA JPIA (W/C,Auto,GL,Prop)</b>	Bill Payment (Check)	3058	01/25/2024	-8,441.06	10006 Tri-Counties Bank-Operations
	Bill		01/15/2024	8,441.06	-Split-
	Bill Payment (Check)	3130	02/09/2024	-17,028.84	10006 Tri-Counties Bank-Operations
	Bill	701834	02/02/2024	16,943.84	60005 Staff Benefits
	Bill	2024-01-11	01/11/2024	85.00	41000 Other
<b>Advanced Data Storage, Inc.</b>	Bill Payment (Check)	3129	02/09/2024	-41.40	10006 Tri-Counties Bank-Operations
	Bill	177460	01/20/2024	41.40	62000 General Office
<b>AE-COM Engineering Inc</b>	Bill Payment (Check)	3128	02/09/2024	-2,883.00	10006 Tri-Counties Bank-Operations
	Bill	2000844626	01/12/2024	2,883.00	63004 Engineering Services
<b>Association of Environmental Professional</b>	Bill Payment (Check)	3127	02/09/2024	-175.00	10006 Tri-Counties Bank-Operations
	Bill	17297	01/17/2024	175.00	Dues and Membership:Association of Environmental Professionals
<b>Barnes Welding Supply</b>	Bill Payment (Check)	3126	02/09/2024	-45.58	10006 Tri-Counties Bank-Operations
	Bill	91645399	01/31/2024	45.58	61500 Equipment Rental
<b>Barry Watts</b>	Bill Payment (Check)	3125	02/09/2024	-100.67	10006 Tri-Counties Bank-Operations
	Bill	January 2024	01/31/2024	100.67	62007 Directors' Fees
<b>Belden Blaine Raytis, LLP</b>	Bill Payment (Check)	3124	02/09/2024	-30,508.17	10006 Tri-Counties Bank-Operations
	Bill	22323	02/02/2024	19,989.50	-Split-
	Bill	22326	02/02/2024	2,711.00	63000 Legal Services
	Bill	22325	02/02/2024	804.17	63000 Legal Services
	Bill	22324	02/02/2024	7,003.50	63000 Legal Services
<b>Benjamin P. Ruiz</b>	Bill Payment (Check)	3059	01/25/2024	-5,065.00	10006 Tri-Counties Bank-Operations
	Bill	20240119 Enos Lane	01/19/2024	5,065.00	63005 Environmental Services
<b>Buena Vista GSA</b>	Bill Payment (Check)	3060	01/25/2024	-17,727.27	10006 Tri-Counties Bank-Operations
	Bill	Fund Rqst #5 Jan 2024	01/11/2024	17,727.27	61450 Regulatory Programs
	Bill Payment (Check)	3123	02/09/2024	-7,013.94	10006 Tri-Counties Bank-Operations
	Bill	FundReq #8 2024-01-02	01/02/2024	3,268.64	61450 Regulatory Programs
	Bill	FundReq #6 2024-01-02	01/02/2024	2,695.30	61450 Regulatory Programs
	Bill	FundReq #7 2024-01-02	01/02/2024	1,050.00	61450 Regulatory Programs
<b>Builders Mart</b>	Bill Payment (Check)	3061	01/25/2024	-690.24	10006 Tri-Counties Bank-Operations
	Bill	4612 Dec 23	01/01/2024	690.24	61650 Operating Supplies
<b>Carroll's Tire Warehouse</b>	Bill Payment (Check)	3122	02/09/2024	-1,745.73	10006 Tri-Counties Bank-Operations
	Bill	93383	01/18/2024	1,437.35	65000 Auto Maintenance & Repair
	Bill	93418	01/19/2024	308.38	65000 Auto Maintenance & Repair
<b>Christensen, Inc.</b>	Bill Payment (Check)	3062	01/25/2024	-2,676.36	10006 Tri-Counties Bank-Operations
	Bill	293350CT	01/15/2024	2,676.36	-Split-
	Bill Payment (Check)	3121	02/09/2024	-3,049.72	10006 Tri-Counties Bank-Operations
	Bill	296081CT	01/31/2024	3,049.72	-Split-
<b>Coastline Equipment Exchange LLC</b>	Bill Payment (Check)	3063	01/25/2024	-4,240.88	10006 Tri-Counties Bank-Operations

	Bill	1093220	01/16/2024	4,240.88 65001 Equipment Maintenance & Repair
<b>Comptel Services</b>	Bill Payment (Check)	3120	02/09/2024	-94.00 10006 Tri-Counties Bank-Operations
	Bill	92324	01/17/2024	94.00 66011 Technology Fees & Subscriptions
<b>CPI</b>	Bill Payment (Check)	3064	01/25/2024	-90.00 10006 Tri-Counties Bank-Operations
	Bill	822775	01/01/2024	90.00 60005 Staff Benefits
<b>Dan's Pest Management</b>	Bill Payment (Check)	3119	02/09/2024	-100.00 10006 Tri-Counties Bank-Operations
	Bill	55352	02/08/2024	100.00 65100 Building Maintenance
<b>David Janes Company</b>	Bill Payment (Check)	3118	02/09/2024	-328.55 10006 Tri-Counties Bank-Operations
	Bill	0425777-IN	01/15/2024	57.24 61650 Operating Supplies
	Bill	0426472-IN	01/26/2024	34.43 61650 Operating Supplies
	Bill	0427035-IN	02/05/2024	236.88 61650 Operating Supplies
<b>Esparza Enterprises, Inc</b>	Bill Payment (Check)	3065	01/25/2024	-8,088.20 10006 Tri-Counties Bank-Operations
	Bill	120365	01/17/2024	4,091.43 -Split-
	Bill	120366	01/17/2024	120.00 63007 Other Contracted Services
	Bill	120235	01/10/2024	3,756.77 -Split-
	Bill	120236	01/10/2024	120.00 63007 Other Contracted Services
	Bill Payment (Check)	3117	02/09/2024	-11,906.65 10006 Tri-Counties Bank-Operations
	Bill	120708	01/31/2024	3,995.53 63007 Other Contracted Services
	Bill	120529	01/24/2024	4,197.35 -Split-
	Bill	120838	02/07/2024	3,713.77 63007 Other Contracted Services
<b>Gary Unruh</b>	Bill Payment (Check)	3116	02/09/2024	-756.82 10006 Tri-Counties Bank-Operations
	Bill	January 2024	01/31/2024	756.82 62007 Directors' Fees
<b>GEI Consultants, Inc</b>	Bill Payment (Check)	3115	02/09/2024	-196.66 10006 Tri-Counties Bank-Operations
	Bill	3145331	01/10/2024	196.66 63004 Engineering Services
<b>Green Rubber Kennedy Ag</b>	Bill Payment (Check)	3114	02/09/2024	-555.44 10006 Tri-Counties Bank-Operations
	Bill	BF-101893	01/09/2024	364.48 61650 Operating Supplies
	Bill	BF-101921	01/12/2024	190.96 61650 Operating Supplies
<b>Hafenfeld Ranch, LLC</b>	Bill Payment (Check)	3066	01/25/2024	-1,537.39 10006 Tri-Counties Bank-Operations
	Bill	RRB Fuel 20240110	01/10/2024	1,537.39 61800 Fuel
<b>Jeffries Bros., Inc.</b>	Bill Payment (Check)	ACH	01/08/2024	-500.00 10006 Tri-Counties Bank-Operations
	Bill	140416	01/01/2024	500.00 61800 Fuel
<b>Kern County Public Works</b>	Bill Payment (Check)	3067	01/25/2024	-3,852.62 10006 Tri-Counties Bank-Operations
	Bill	39178	01/08/2024	3,852.62 60200 Licenses, Permits and Fees
<b>Kern County Water Agency</b>	Bill Payment (Check)	3113	02/09/2024	-967.00 10006 Tri-Counties Bank-Operations
	Bill	40793	02/02/2024	967.00 61300 Surface Water Pumping
<b>Kern Machinery</b>	Bill Payment (Check)	3112	02/09/2024	-775.03 10006 Tri-Counties Bank-Operations
	Bill	101-1127662	01/25/2024	775.03 61650 Operating Supplies
<b>Martinez Gardening Service</b>	Bill Payment (Check)	3111	02/09/2024	-200.00 10006 Tri-Counties Bank-Operations
	Bill	248724	01/22/2024	200.00 65100 Building Maintenance
<b>Mission Uniform Service</b>	Bill Payment (Check)	3068	01/25/2024	-155.88 10006 Tri-Counties Bank-Operations
	Bill	520830793	01/12/2024	155.88 63500 Janitorial
	Bill Payment (Check)	3110	02/09/2024	-263.82 10006 Tri-Counties Bank-Operations
	Bill	520869409	01/26/2024	164.40 62000 General Office
	Bill	520932452	01/26/2024	99.42 63500 Janitorial
<b>Mitch Millwee</b>	Bill Payment (Check)	3109	02/09/2024	-104.02 10006 Tri-Counties Bank-Operations
	Bill	January 2024	01/31/2024	104.02 62007 Directors' Fees

<b>Nicholas Construction Inc</b>				
Bill Payment (Check)	3108	02/09/2024	-11,729.34	10006 Tri-Counties Bank-Operations
Bill	1645	01/24/2024	11,729.34	70000 Capital Water Structure
<b>NORTH WEST KERN RESOURCE CONSER. DIST.</b>				
Bill Payment (Check)	3107	02/09/2024	-2,000.00	10006 Tri-Counties Bank-Operations
Bill	2024-01-03	01/03/2024	2,000.00	Dues and Membership.North West Kern Resources Conservation
<b>Peachy Clean</b>				
Bill Payment (Check)	3069	01/25/2024	-1,400.00	10006 Tri-Counties Bank-Operations
Bill	2023-10	01/08/2024	500.00	63500 Janitorial
Bill	2023-12	01/08/2024	500.00	63500 Janitorial
Bill	2023-11	01/08/2024	400.00	63500 Janitorial
<b>PG&amp;E (0439653883-9)</b>				
Bill Payment (Check)	3106	02/09/2024	-385.07	10006 Tri-Counties Bank-Operations
Bill	0439653883-9 Feb 24	02/01/2024	385.07	61300 Surface Water Pumping
<b>PG&amp;E (1091941045-5)</b>				
Bill Payment (Check)	3070	01/25/2024	-19,938.01	10006 Tri-Counties Bank-Operations
Bill	1091941045-5 Jan 24	01/16/2024	19,938.01	61300 Surface Water Pumping
<b>PG&amp;E (1338232537-4)</b>				
Bill Payment (Check)	3105	02/09/2024	-1,128.88	10006 Tri-Counties Bank-Operations
Bill	1338232537-4 Feb 24	02/01/2024	1,128.88	61301 Groundwater Pumping
<b>PG&amp;E (3387844223-6)</b>				
Bill Payment (Check)	3104	02/09/2024	-60.42	10006 Tri-Counties Bank-Operations
Bill	3387844223-6 Jan 24	01/16/2024	60.42	66000 Utilities
<b>PG&amp;E (3923107207-3)</b>				
Bill Payment (Check)	3103	02/09/2024	-1,591.99	10006 Tri-Counties Bank-Operations
Bill	3923107207-3 Feb 24	02/01/2024	1,591.99	61301 Groundwater Pumping
<b>PG&amp;E (5592643715-7)</b>				
Bill Payment (Check)	3102	02/09/2024	-124.71	10006 Tri-Counties Bank-Operations
Bill	5592643715-7 Feb 24	02/01/2024	124.71	61301 Groundwater Pumping
<b>PG&amp;E (5919499601-9)</b>				
Bill Payment (Check)	3101	02/09/2024	-180.04	10006 Tri-Counties Bank-Operations
Bill	5919499601-9 Feb 24	02/01/2024	180.04	61301 Groundwater Pumping
<b>PG&amp;E (7649745985-9)</b>				
Bill Payment (Check)	3071	01/25/2024	-2.69	10006 Tri-Counties Bank-Operations
Bill	7649745985-9 Jan 24	01/04/2024	2.69	66000 Utilities
Bill Payment (Check)	3100	02/09/2024	-9.53	10006 Tri-Counties Bank-Operations
Bill	7649745985-9 Feb 24	02/05/2024	9.53	66000 Utilities
<b>PG&amp;E (8190181094-5)</b>				
Bill Payment (Check)	3099	02/09/2024	-133.73	10006 Tri-Counties Bank-Operations
Bill	8190181094-5 Feb 24	02/01/2024	133.73	61301 Groundwater Pumping
<b>Purchase Power</b>				
Bill Payment (Check)	ACH	01/09/2024	-150.00	10006 Tri-Counties Bank-Operations
Bill	67103195	01/01/2024	150.00	62009 Postage and Delivery
Bill Payment (Check)	ACH	01/26/2024	-41.00	10006 Tri-Counties Bank-Operations
Bill	2024-01-12	01/12/2024	41.00	62009 Postage and Delivery
<b>Quinn Company</b>				
Bill Payment (Check)	3098	02/09/2024	-1,031.89	10006 Tri-Counties Bank-Operations
Bill	25820706	01/23/2024	1,031.89	65001 Equipment Maintenance & Repair
<b>R &amp; G FARMS</b>				
Bill Payment (Check)	3097	02/09/2024	-315.00	10006 Tri-Counties Bank-Operations
Bill	650	01/19/2024	315.00	63007 Other Contracted Services
<b>Rachelle Echeverria - Reimbursement</b>				
Bill Payment (Check)	3073	01/25/2024	-29.44	10006 Tri-Counties Bank-Operations
Bill	2024-01-17	01/17/2024	29.44	62000 General Office
<b>Rosedale Kern Properties LLC</b>				
Bill Payment (Check)	3074	01/25/2024	-35,802.00	10006 Tri-Counties Bank-Operations
Bill		01/01/2024	35,802.00	61660 Property Lease
<b>Roy Pierucci</b>				
Bill Payment (Check)	3096	02/09/2024	-1,075.58	10006 Tri-Counties Bank-Operations
Bill	January 2024	01/31/2024	1,075.58	62007 Directors' Fees

<b>San Joaquin Valley Agricultural Water Com</b>	Bill Payment (Check)	3075	01/25/2024	-200.00 10006 Tri-Counties Bank-Operations
	Bill	2024-95	01/03/2024	200.00 Dues and Membership:San Joaquin Valley Ag Water
<b>Sierra Printers</b>	Bill Payment (Check)	3095	02/09/2024	-180.94 10006 Tri-Counties Bank-Operations
	Bill	70629	01/31/2024	180.94 62001 Printing & Reproduction
<b>SoCalGas</b>	Bill Payment (Check)	3094	02/09/2024	-2.71 10006 Tri-Counties Bank-Operations
	Bill	11021673006 Jan 24	01/18/2024	56.97 66000 Utilities
	Vendor Credit	11021673006 Sep 23	09/18/2023	-54.26 66000 Utilities
<b>Southern California Edison (700102049704)</b>	Bill Payment (Check)	3093	02/09/2024	-380.37 10006 Tri-Counties Bank-Operations
	Bill	700102049704 Feb 24	01/31/2024	380.37 66000 Utilities
<b>Southern California Edison (700122257127)</b>	Bill Payment (Check)	3076	01/25/2024	-507.80 10006 Tri-Counties Bank-Operations
	Bill	700122257127 Jan 24	01/05/2024	507.80 -Split-
<b>Southern California Edison (700511405161)</b>	Bill Payment (Check)	3092	02/09/2024	-141.96 10006 Tri-Counties Bank-Operations
	Bill	700511405161 Feb 24	01/31/2024	141.96 66000 Utilities
<b>Spectrum Business</b>	Bill Payment (Check)	3077	01/25/2024	-149.98 10006 Tri-Counties Bank-Operations
	Bill	1355119010124	01/01/2024	149.98 66001 Phone / Internet
	Bill Payment (Check)	3091	02/09/2024	-149.98 10006 Tri-Counties Bank-Operations
	Bill	1355119020124	02/01/2024	149.98 66001 Phone / Internet
<b>Standard Insurance</b>	Bill Payment (Check)	3090	02/09/2024	-720.14 10006 Tri-Counties Bank-Operations
	Bill	0038 Jan 2024	01/16/2024	720.14 -Split-
<b>Stoel Rives LLP</b>	Bill Payment (Check)	3089	02/09/2024	-6,068.57 10006 Tri-Counties Bank-Operations
	Bill	7997422	01/17/2024	4,169.25 63000 Legal Services
	Bill	7997421	01/17/2024	1,899.32 63000 Legal Services
<b>SUPERIOR SANITATION</b>	Bill Payment (Check)	3088	02/09/2024	-231.68 10006 Tri-Counties Bank-Operations
	Bill	42100323	02/01/2024	231.68 66000 Utilities
<b>The Water Agency, Inc.</b>	Bill Payment (Check)	3087	02/09/2024	-80,000.00 10006 Tri-Counties Bank-Operations
	Bill	2773	01/01/2024	80,000.00 64000 Water Transaction Fees
<b>Thomas Harder &amp; Co., Inc.</b>	Bill Payment (Check)	3086	02/09/2024	-16,977.50 10006 Tri-Counties Bank-Operations
	Bill	24-054-135.1	02/02/2024	1,035.00 63006 Hydrogeology Services
	Bill	23-094-104.3	02/02/2024	15,942.50 63006 Hydrogeology Services
<b>Thomas Refuse Service, Inc</b>	Bill Payment (Check)	3085	02/09/2024	-236.67 10006 Tri-Counties Bank-Operations
	Bill	42104420	02/01/2024	236.67 66000 Utilities
<b>Tri Counties Bank</b>	Bill Payment (Check)	ACH	02/09/2024	-9,764.23 10006 Tri-Counties Bank-Operations
	Bill		01/25/2024	6,532.49 Tri-Counites CC
	Bill	3913 Jan 24	01/31/2024	3,231.74 Tri-Counites CC
<b>Tyack's Tire Inc</b>	Bill Payment (Check)	3084	02/09/2024	-205.55 10006 Tri-Counties Bank-Operations
	Bill	229938	01/02/2024	205.55 65001 Equipment Maintenance & Repair
<b>Underground Service Alert of No CA &amp; NV</b>	Bill Payment (Check)	3083	02/09/2024	-300.00 10006 Tri-Counties Bank-Operations
	Bill	1634632024	01/30/2024	300.00 Dues and Membership:Underground Service Alert
<b>United Rentals</b>	Bill Payment (Check)	3082	02/09/2024	-9,138.47 10006 Tri-Counties Bank-Operations
	Bill	220648729-010	02/06/2024	1,536.07 61500 Equipment Rental
	Bill	229233048-001	02/02/2024	6,066.33 61500 Equipment Rental
	Bill	220648729-009	01/09/2024	1,536.07 61500 Equipment Rental
<b>Valley Ag Water Coalition</b>				

Bill Payment (Check)	3081	02/09/2024	-3,080.00 10006 Tri-Counties Bank-Operations
Bill	2024-32	01/03/2024	3,080.00 Dues and Membership:Valley Ag Water Coalition

**Verizon Wireless**

Bill Payment (Check)	3078	01/25/2024	-1,593.75 10006 Tri-Counties Bank-Operations
Bill	9953514917	01/06/2024	1,593.75 66001 Phone / Internet

**Water Association of Kern County**

Bill Payment (Check)	3079	01/25/2024	-1,290.00 10006 Tri-Counties Bank-Operations
Bill	2024 Membership	01/16/2024	1,290.00 Dues and Membership:Water Association of Kern County

**Workforce go!**

Bill Payment (Check)	3080	02/09/2024	-68.49 10006 Tri-Counties Bank-Operations
Bill	INV-0031269	02/01/2024	68.49 60001 Payroll Taxes and Fees

<b>AP TO BE RATIFIED</b>	<b>\$114,272.38</b>
<b>AP CURRENT</b>	<b><u>\$226,630.62</u></b>
<b>AP TOTAL</b>	<b><u>\$340,903.00</u></b>

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# Rosedale-Rio Bravo Water Storage District

Budget vs. Actuals: FYE December 31, 2024

January 2024

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
<b>Income</b>			
40000 Assessments	2,938,031.19	5,809,040.00	50.58 %
40010 Prior Year Assessments		25,000.00	
40500 Water Charge		1,824,000.00	
40501 Water Sales	5,757,200.00		
40503 SW Pumping Reimbursement		320,000.00	
40506 Groundwater Mitigation	5.00	32,000.00	0.02 %
40507 O & M Reimbursement		180,000.00	
40508 Groundwater Banking	2,801,667.00	5,600,000.00	50.03 %
40509 Lease	23,251.00	65,000.00	35.77 %
40510 GW Recovery Reimbursement		24,000.00	
40600 Interest	45,387.34	600,000.00	7.56 %
41000 Other	0.00	5,000.00	0.00 %
41001 Refunds and Credits	463.79	50,000.00	0.93 %
41005 Income from Sale of Asset		12,618,250.00	
41010 Grant		1,950,000.00	
41050 Resource Management	16,257.10	175,000.00	9.29 %
<b>Total Income</b>	<b>\$11,582,262.42</b>	<b>\$29,277,290.00</b>	<b>39.56 %</b>
<b>GROSS PROFIT</b>	<b>\$11,582,262.42</b>	<b>\$29,277,290.00</b>	<b>39.56 %</b>
<b>Expenses</b>			
60000 Wages and Salaries	117,694.87	1,573,040.00	7.48 %
60001 Payroll Taxes and Fees	3,720.15	34,650.00	10.74 %
60005 Staff Benefits	12,644.14	194,400.00	6.50 %
60006 Staff Retirement	47,768.24	222,600.00	21.46 %
60007 Workers Compensation Insurance	2,381.01	34,650.00	6.87 %
60100 Bank Charges	199.14	4,200.00	4.74 %
60110 Assessment Reimbursement		80,000.00	
60200 Licenses, Permits and Fees	3,902.62	20,000.00	19.51 %
61000 KCWA SWP	2,728,279.00	388,508.75	702.24 %
61001 COB Basic Contract		207,866.67	
61050 Other Water Purchase	11,840.00	83,333.33	14.21 %
61300 Surface Water Pumping	20,269.99	33,333.33	60.81 %
61301 Groundwater Pumping	3,109.11	2,500.00	124.36 %
61350 Well Mitigation		416.67	
61400 Third Party Project Operations	<b>902,961.00</b>	<b>156,666.67</b>	<b>576.36 %</b>
61401 Delta Conveyance Project	500,095.00	69,457.67	720.00 %
61450 Regulatory Programs	30,150.36	5,000.00	603.01 %
61500 Equipment Rental	1,581.65	4,166.67	37.96 %
61650 Operating Supplies	2,349.84	2,916.67	80.57 %
61655 Water Quality Testing		1,250.00	
61660 Property Lease	35,802.00	6,250.00	572.83 %
61800 Fuel	8,090.25	8,333.33	97.08 %
62000 General Office	2,652.39	26,000.00	10.20 %

# Rosedale-Rio Bravo Water Storage District

Budget vs. Actuals: FYE December 31, 2024

January 2024

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
62001 Printing & Reproduction	180.94	3,000.00	6.03 %
62003 Publications and Notices		1,500.00	
62005 Dues and Membership	<b>32,440.00</b>	<b>6,919.17</b>	<b>468.84 %</b>
62007 Directors' Fees	4,531.63	3,083.33	146.97 %
62008 Educational Fees		666.67	
62009 Postage and Delivery	191.00	208.33	91.68 %
63000 Legal Services	28,931.90	41,666.67	69.44 %
63002 Audit and Accounting Services		3,833.33	
63004 Engineering Services	3,079.66	12,500.00	24.64 %
63005 Environmental Services	5,065.00	4,166.67	121.56 %
63006 Hydrogeology Services	0.00	10,000.00	0.00 %
63007 Other Contracted Services	24,352.10	16,666.67	146.11 %
63010 Insurance	50,727.20	7,500.00	676.36 %
63500 Janitorial	1,655.30	765.00	216.38 %
64000 Water Transaction Fees	80,000.00	4,166.67	1,920.00 %
65000 Auto Maintenance & Repair	2,098.81	2,250.00	93.28 %
65001 Equipment Maintenance & Repair	6,624.17	4,333.33	152.87 %
65002 Mileage Reimbursement		41.67	
65100 Building Maintenance	200.00	1,416.67	14.12 %
65101 Water Structure Maintenance		1,833.33	
65200 Booster Pump Maintenance		1,833.33	
65201 Well Maintenance	0.00	4,166.67	0.00 %
65500 Weed Control/Chemicals		8,333.33	
66000 Utilities	1,456.26	1,458.33	99.86 %
66001 Phone / Internet	1,982.85	1,333.33	148.71 %
66011 Technology Fees & Subscriptions	10,401.49	4,166.67	249.64 %
67000 Travel		875.00	
68000 Property Taxes		15,833.33	
70000 Capital Water Structure	11,729.34	143,750.00	8.16 %
70001 Capital Building		6,250.00	
70100 Capital Booster Pump		4,166.67	
70101 Capital Well		266,666.67	
70200 Capital Engineering Services		29,166.67	
70201 Capital Environmental Services		4,166.67	
70500 Capital Auto		4,166.67	
70501 Capital Equipment		4,166.67	
70600 Capital Office Equipment		1,000.00	
70602 Capital Land		166,666.67	
70700 Third Party Projects- Capital	<b>0.00</b>	<b>146,250.00</b>	<b>0.00 %</b>
80002 Interest Paid	23.55		
88004 2020 COP- Debt Service	2,633,783.96	327,337.85	804.61 %
88100 COP Administration		750.00	
<b>Total Expenses</b>	<b>\$7,334,945.92</b>	<b>\$4,428,561.80</b>	<b>165.63 %</b>



# Rosedale-Rio Bravo Water Storage District

Budget vs. Actuals: FYE December 31, 2024

January 2024

		TOTAL	
	ACTUAL	BUDGET	% OF BUDGET
NET OPERATING INCOME	<b>\$4,247,316.50</b>	<b>\$24,848,728.20</b>	<b>17.09 %</b>
NET INCOME	<b>\$4,247,316.50</b>	<b>\$24,848,728.20</b>	<b>17.09 %</b>

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

FROM: Megan Misuraca

DATE: February 13, 2024

RE: Financial Audit

**Discussion:**

Staff has received a proposal and governance letter from BHK to perform the District's FYE December 31, 2023 Audit and file the State Controller's Report.

**Recommendation:**

1. Authorize staff to set a budget not to exceed \$33,500 to engage BHK to provide the FYE December 31, 2023 Financial Audit and file the State Controller's Report.

Attachment 1 – Proposal from BHK

Attachment 2 – Governance Letter from BHK



February 2, 2024

Board of Directors  
Rosedale-Rio Bravo Water Storage District  
P.O. Box 20820  
Bakersfield, CA 93390-0820

We are pleased to confirm our understanding of the services we are to provide Rosedale-Rio Bravo Water Storage District (the "District") for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of Rosedale-Rio Bravo Water Storage District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board 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 District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of proportionate share of net pension liability
- 3) Schedule of pension contributions
- 4) Schedule of changes in the District's total OPEB liability and related ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of operating income to debt service ratio

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 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 of a reasonable user made based on the financial statements.

#### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.



**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Other Services**

We will also assist in preparing the financial statements of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will assist you with management of fixed asset software to track assets, preparation of journal entries for your pension and OPEB plans, and preparing your state controller's office reporting based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the nonattest services described above and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the 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 latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Barbich Hooper King Dill Hoffman and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Department of the Interior or its designee, a federal agency providing direct and indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Barbich Hooper King Dill Hoffman personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Mark Gehring, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be \$31,000 - \$33,500 based on the number of hours required at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). In addition, if an A-133 audit is required, these costs will be \$5,000 - \$10,000. If requested, the cost to prepare and file the annual State Controller's Report will be \$500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation, and will accrue interest at 12% per annum on amounts not paid after 30 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be



encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

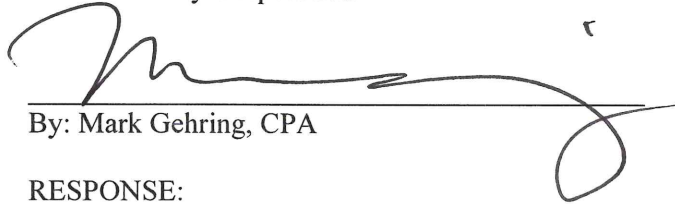
**Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of Rosedale-Rio Bravo Water Storage District. 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 a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions 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 withdraw from this engagement.

We appreciate the opportunity to be of service to Rosedale-Rio Bravo Water Storage District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

**BARBICH HOOPER KING**  
**DILL HOFFMAN**  
Accountancy Corporation



By: Mark Gehring, CPA

RESPONSE:

This letter correctly sets forth the understanding of Rosedale-Rio Bravo Water Storage District.

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

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

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



February 2, 2024

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

We are engaged to audit the financial statements of Rosedale-Rio Bravo Water Storage District (the District) for the year ended December 31, 2024. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated February 2, 2024, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis, the schedule of proportionate share of net pension liability, the schedule of pension contributions and schedule of changes in the District's total OPEB liability and related ratios, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the schedule of operating income to debt service ratio, which accompanies the financial statements but is not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.



Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

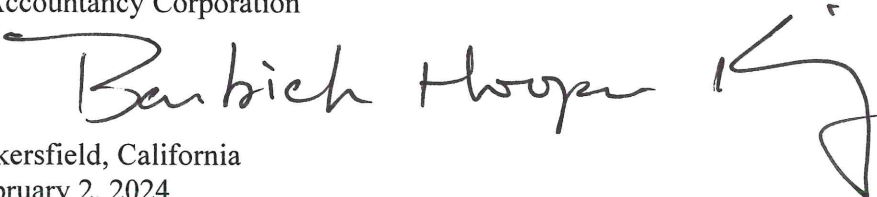
- The accounting and tracking of water transactions for both banking partners and within the District.
- The potential that the District's proportionate share of pension and OPEB liabilities will be materially different from the estimates derived from actuaries' reports.
- The risk that the District's receivables at year-end may not be fully collectable in subsequent years.

We expect to begin our audit on approximately May 2024. Mark Gehring is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of Board of Directors and management of Rosedale-Rio Bravo Water Storage District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

**BARBICH HOOPER KING**  
**DILL HOFFMAN**  
Accountancy Corporation

A handwritten signature in black ink that reads "Barbich Hooper". The signature is written in a cursive style and is positioned to the left of a large, stylized handwritten mark that resembles a checkmark or a large letter 'J'.

Bakersfield, California  
February 2, 2024



## **FARMING UNIT DECLARATION FORM**

The Rosedale-Rio Bravo Water Storage District (Rosedale) Board of Directors has adopted a “Water Charge Policy” under which landowners will be charged for groundwater use in excess of available supply on an annual basis. Within the Water Charge Policy, it allows landowners to consolidate all the land holdings that they own/control under a “Farming Unit” which will be used to determine the total amount of the landowner’s supply and use for purposes of determining the amount of the water charge due.

For the purpose of establishing initial Farming Units, Rosedale has used the Kern County Tax Roll to create Farming Units within the Rosedale Water Budget Accounting Platform ([www.waterbudget.rrbwsd.com](http://www.waterbudget.rrbwsd.com)). The use of this platform is an important component of the Water Charge Policy, as it will be the only location utilized to track Total Supply, Demand, and estimated Water Charge amounts. If you have not yet created an account, please type the internet address above into a web browser or locate the link on the Rosedale website ([www.rrbwsd.com](http://www.rrbwsd.com)) and follow the prompts to create an account.

On the attached page, all of the parcels included within your Initial Farming Unit that will be used to implement the Rosedale Water Charge in 2024 are shown. These are all of the parcels on the Tax Roll that are registered in the “Farming Unit Name” that is listed at the top of the form. If you own (or control) other parcels in a different name from the Farming Unit Name shown within the platform or on the Kern County Tax Roll and would like those parcels included in your Farming Unit for 2024, you may add those parcels to your Farming Unit by listing those parcels under the “Other Parcels Owned/Controlled by the Farming Unit” form and signing the certification below that section.

You may also add other parcels that you do not own to your farming unit by agreement with the owner of those parcels. If you have made such arrangements with other landowner(s), you may add their parcels to your Farming Unit for 2024 by listing the landowner’s name and applicable APNs under the “Other Parcels Not Owned by the Farming Unit” heading below. Rosedale will require that you and the owner of those parcels sign this form below and agree to indemnify the District from any claims or damages arising from the listing of those other parcels on this form.

For more information on the Water Charge and the Water Charge Policy, please visit the District’s website at [www.rrbwsd.com](http://www.rrbwsd.com). Please return your completed form to Trent Taylor at Rosedale if you need to make additions to your Farming Unit for 2024. You may return the completed form by electronic mail ([ttaylor@rrbwsd.com](mailto:ttaylor@rrbwsd.com)) or by mail to 849 Allen Road, Bakersfield, CA 93314. You may also contact Mr. Taylor for assistance with this form by phone at (661) 589-6045.



**FARMING UNIT DECLARATION FORM**

Water Charge/Calendar Year: 2024

Farming Unit Name: \_\_\_\_\_

**Initial Farming Unit APN(s)<sup>1</sup>**

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<sup>1</sup> Initial Farming Units were established utilizing the Kern County Tax Roll and are shown within the Rosedale Water Budget Accounting Platform ([www.waterbudget.rrbwsd.com](http://www.waterbudget.rrbwsd.com)). Add additional parcels below this footnote if necessary. You are not required to take any further action if the above list is complete, and you do not intend to add any other parcels to your Farming Unit at this time.



**Other Parcels Owned/Controlled by the Farming Unit <sup>2</sup>**

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<sup>2</sup>Use this section if you desire to include other parcels within your Farming Unit that you own or control in a name that is different from the Farming Unit Name shown at the top of this form. Please list the APNs for such parcels above and sign the certification below.

**CERTIFICATION:**

I hereby certify that I own or control the "Other Parcels" listed above, or have been duly authorized by the owner of such parcels to sign this form with those parcels listed. These parcels shall be included within the above-named Farming Unit for purposes of calculating the supply and use of the Farming Unit in determining the amount of the Water Charge due to Rosedale, if any, for 2024. These parcels will also be removed from any other Farming Unit. I agree on behalf of myself and the owner of such parcels, to defend, indemnify and hold harmless Rosedale from and against any and all claims and causes of action made against Rosedale as a result of the listing of such parcels on this form and/or the inclusion of such parcels within the Farming Unit listed above.

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
(Signature/Title)



**Other Parcels Not Owned by the Farming Unit <sup>3</sup>**

\_\_\_\_\_

Farming Unit Name

\_\_\_\_\_

Name of Landowner of APN(s) listed Below

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<sup>3</sup>Use this section if you have made arrangements with other landowner(s) to add their parcels to your Farming Unit. Please write in your Farming Unit name and the name of the landowner whose APNs that will be added to your Farming Unit, and then list the APN(s) that will be added to your Farming Unit. Both landowners are required to sign the certification on this page. You may use separate copies of this form for each landowner who owns land that will be included within your Farming Unit.

**CERTIFICATION:**

I hereby certify that I own or control the APN(s) listed above, or have been duly authorized by the owner of such parcels to sign this form with those parcels listed. These parcels shall be included within the above-named Farming Unit for the purposes of calculating the supply and use of the Farming Unit in determining the amount of the Water Charge due to Rosedale, if any, for 2024. These parcels will also be removed from any other Farming Unit. I agree, on behalf of myself and the owner of such parcels, to defend, indemnify and hold harmless Rosedale from and against any and all claims and causes of action made against Rosedale as a result of the listing of such parcels on this form and/or the inclusion of such parcels within the Farming Unit listed above.

_____	Name/Title: _____
Signature of Landowner That Owns the Above Listed APN(s)	Date: _____

I hereby certify that I have made arrangements with the owner of the APN(s) listed above to have those parcel(s) included within the above-named Farming Unit for purposes of calculating the supply and use of the Farming Unit in determining the amount of the Water Charge due to Rosedale, if any, for 2024. I agree, on behalf of myself and my Farming Unit, to defend, indemnify and hold harmless Rosedale from and against any and all claims and causes of action made against Rosedale as a result of the listing of such parcels on this form and/or the inclusion of such parcels within the Farming Unit listed above.

_____	Name/Title: _____
Signature of Farming Unit Representative that has made arrangements to add the APNs to its Farming Unit	Date: _____

## WELCOME TO ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

Rosedale-Rio Bravo Water Storage District was formed in 1959 to replenish the groundwater pumped by its overlying users. This important task is accomplished through the importation and recharge of surface water into the groundwater aquifer. To recharge groundwater, Rosedale utilizes a series of canals, wells, pipelines, and ponds to provide sustainable groundwater access for its landowners.



### BOARD MEETING

[Next Meeting Agenda](#)

### NEWS & UPDATES

[Notice of Proposed Water Charge](#)

[Water Charge Rate Study](#)

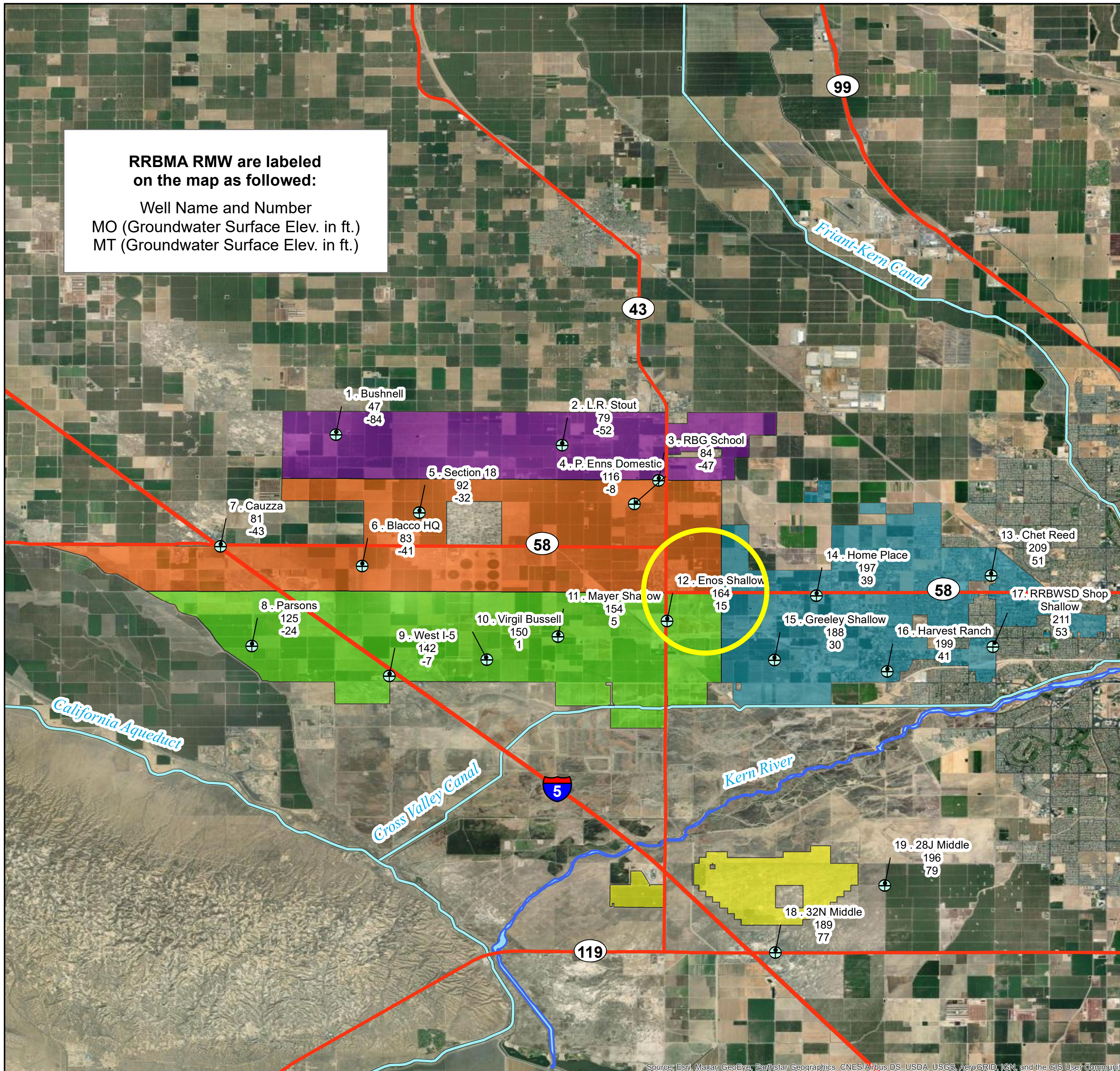
[August 9, 2023 - Notice of Intent to Prepare GSP](#)

[VIDEO: How to find Depth to Water Data](#)





# 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

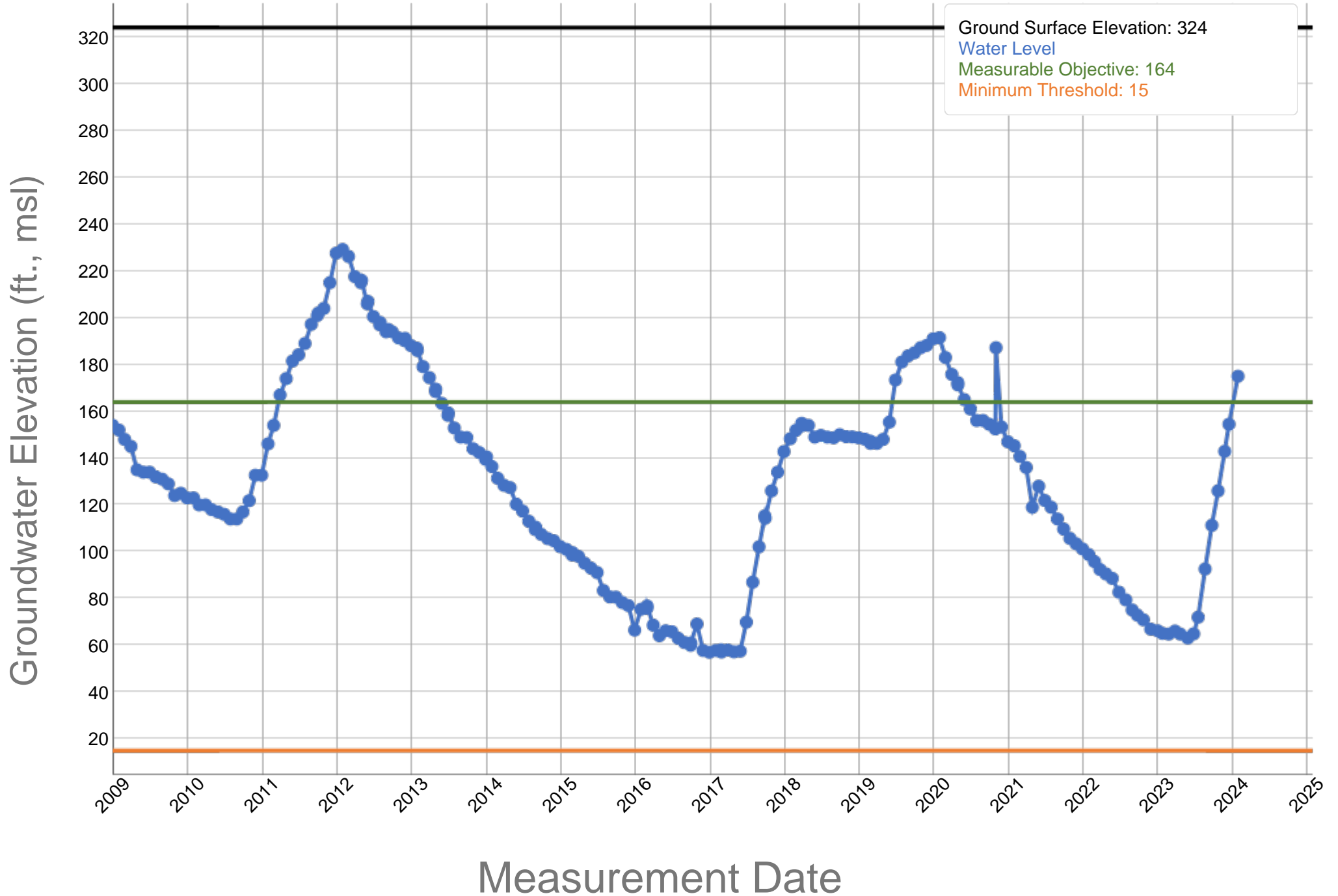
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

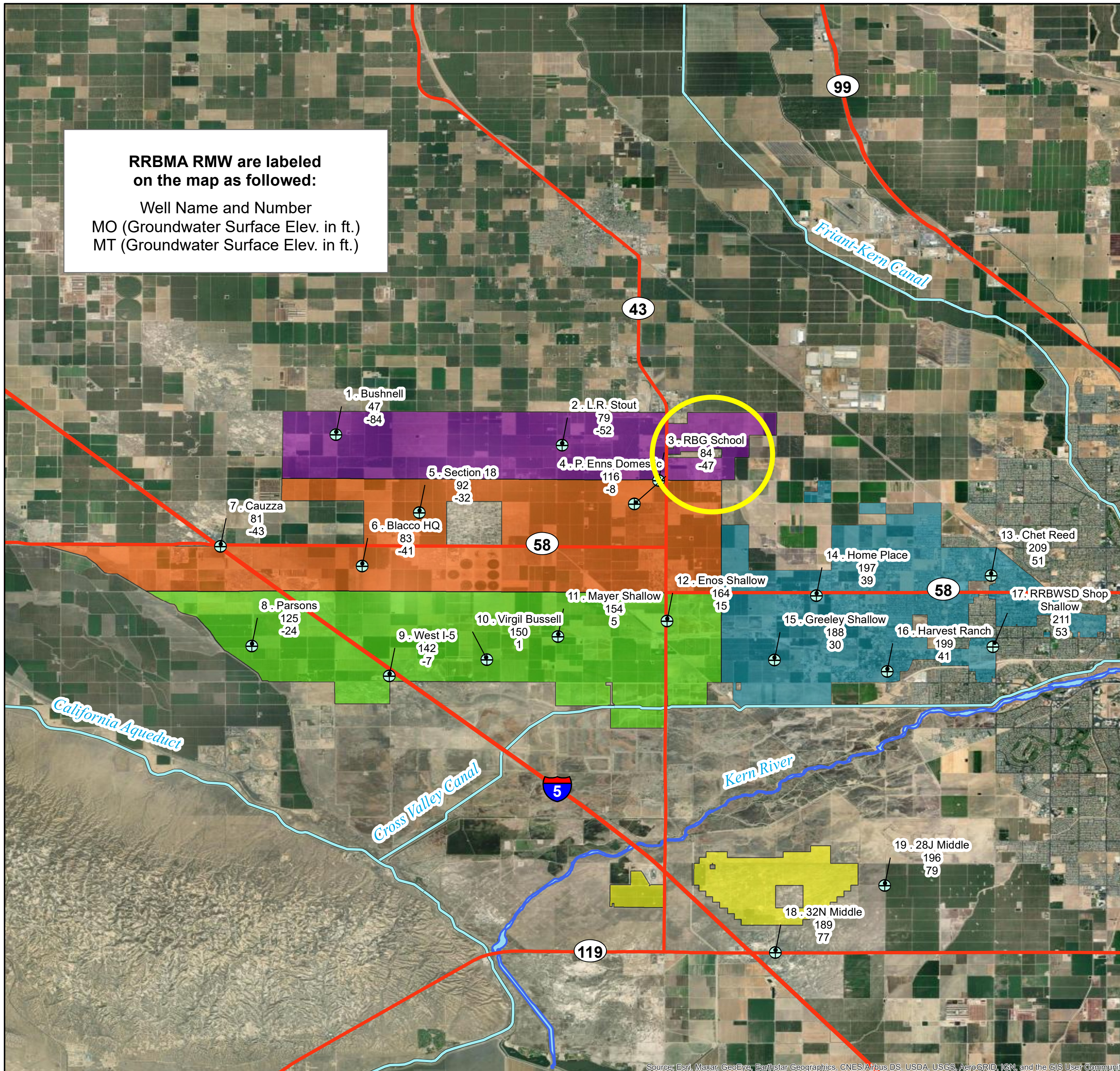


# Rosedale-Rio Bravo Water Storage District - 25M Enos - 353760N1192498W002





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

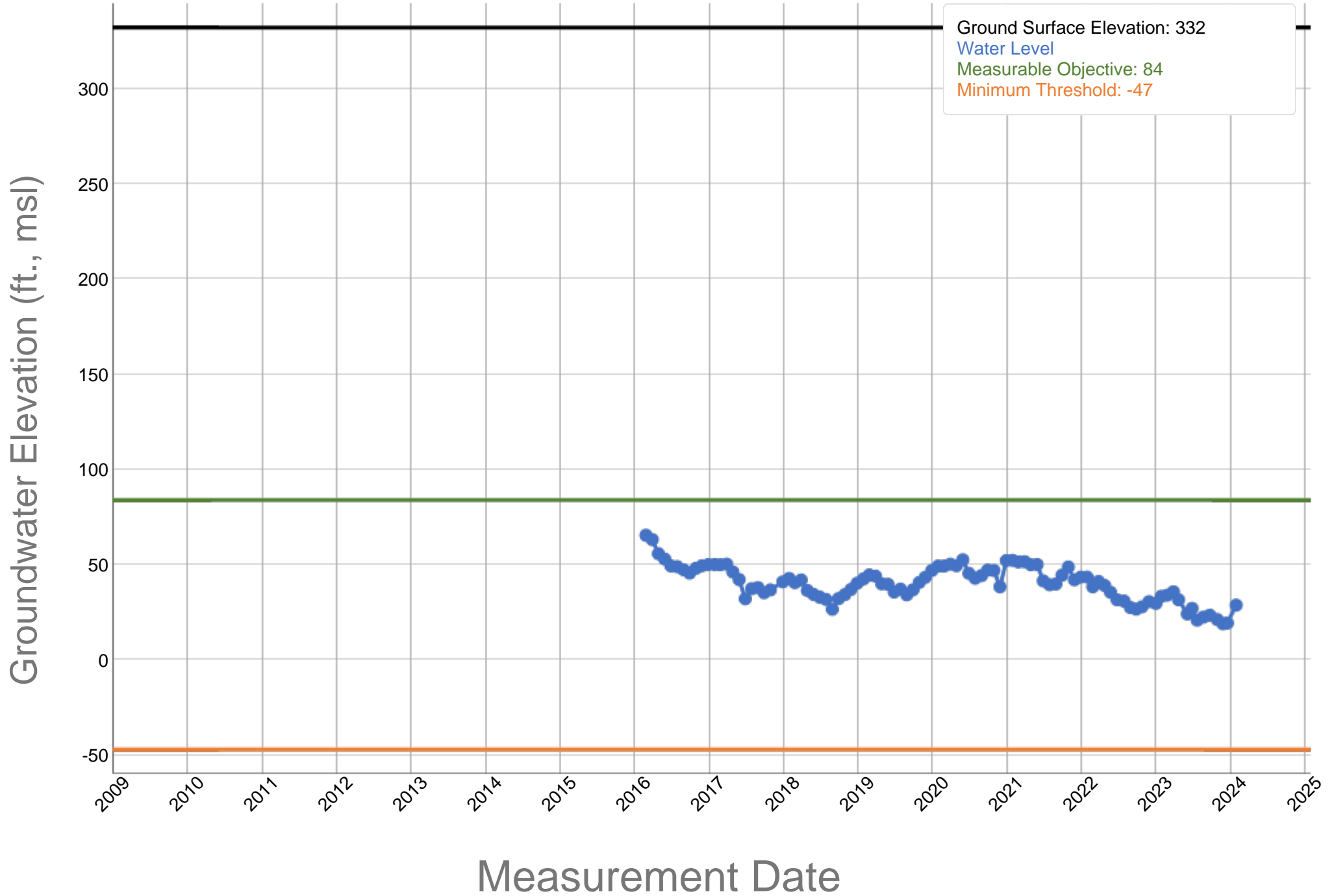
- ⊕ RRBMA RMW (Water Level)
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- East Monitoring Area
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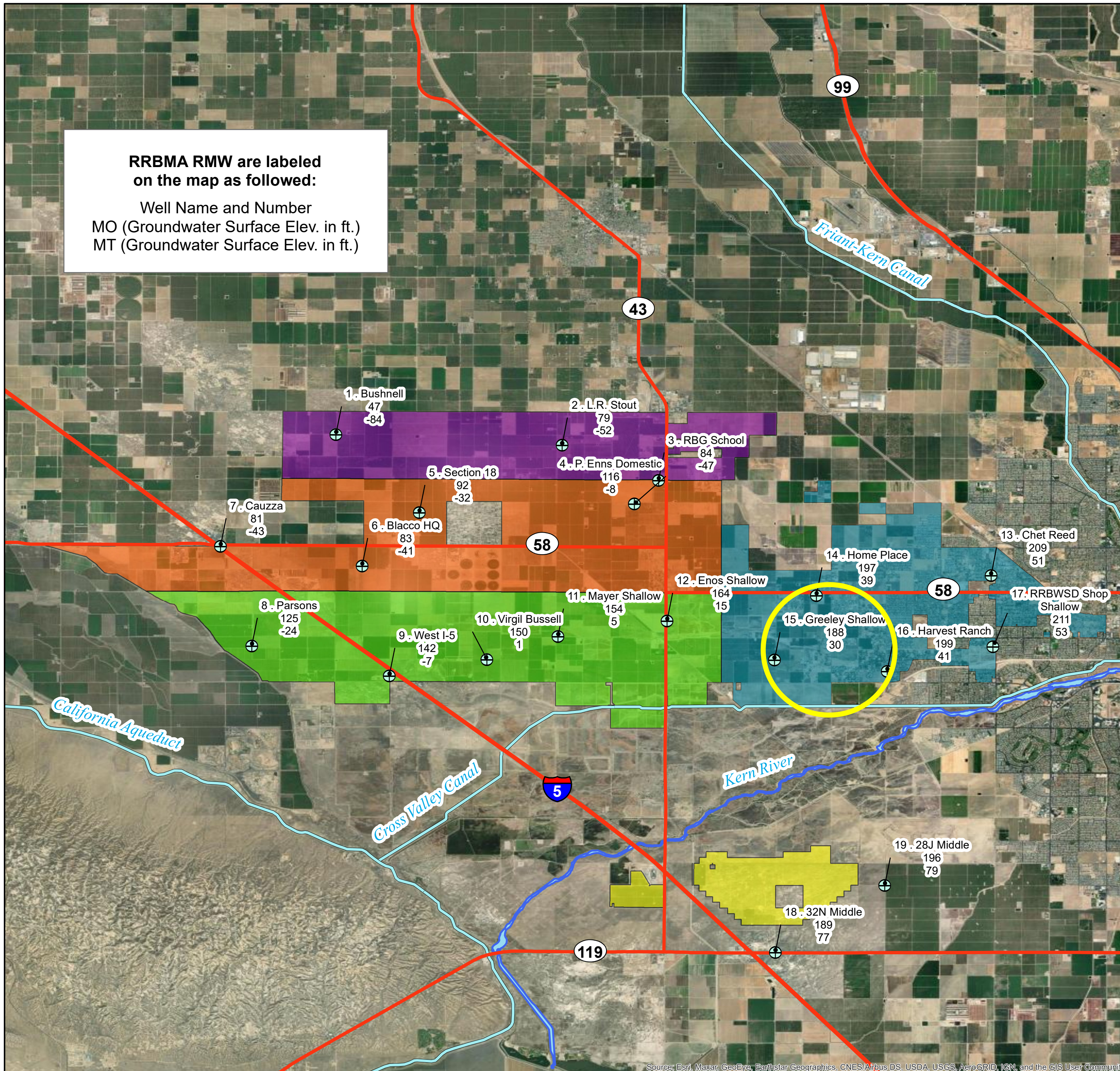


# Rosedale-Rio Bravo GSA - RBG School - 354197N1192544W001





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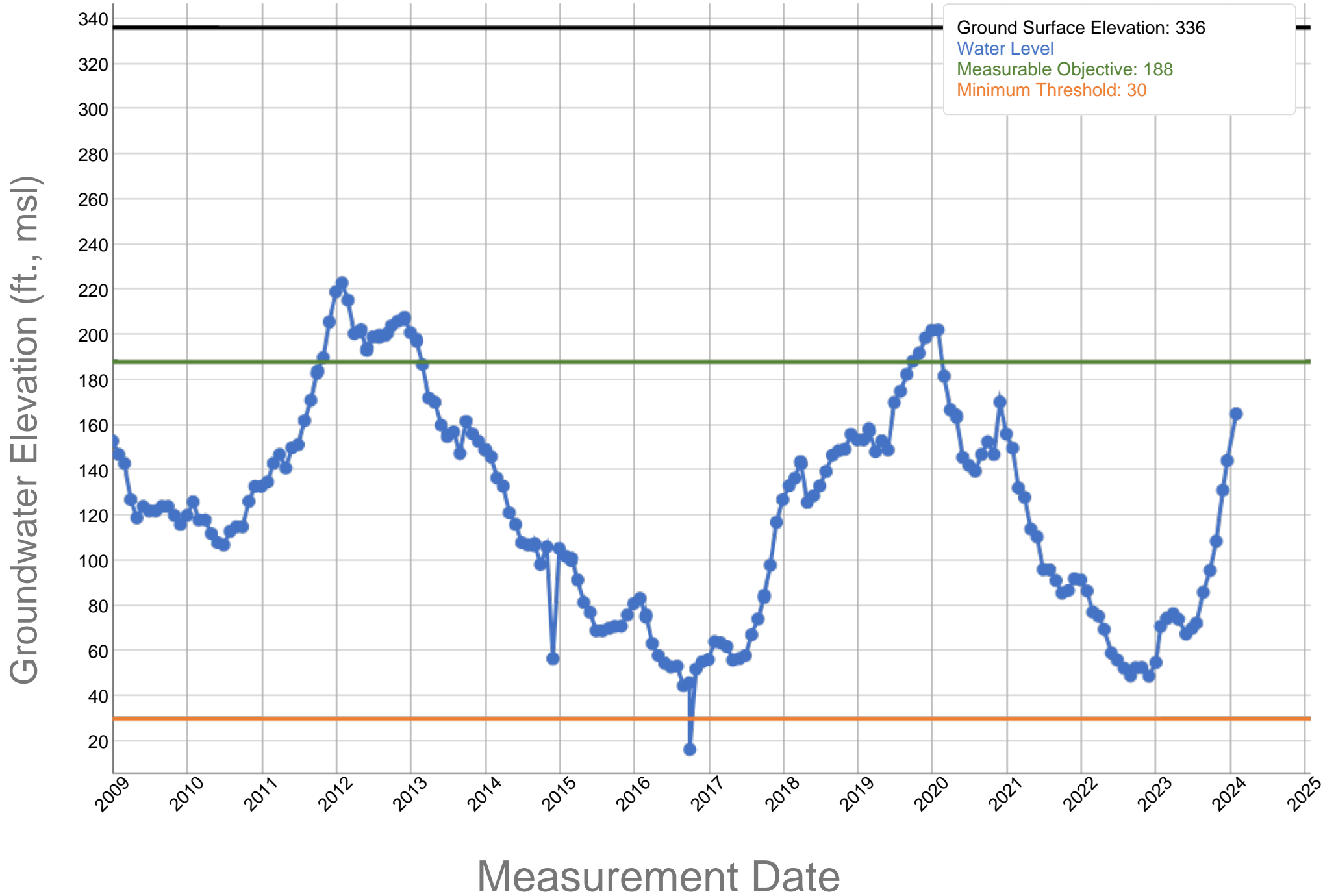
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

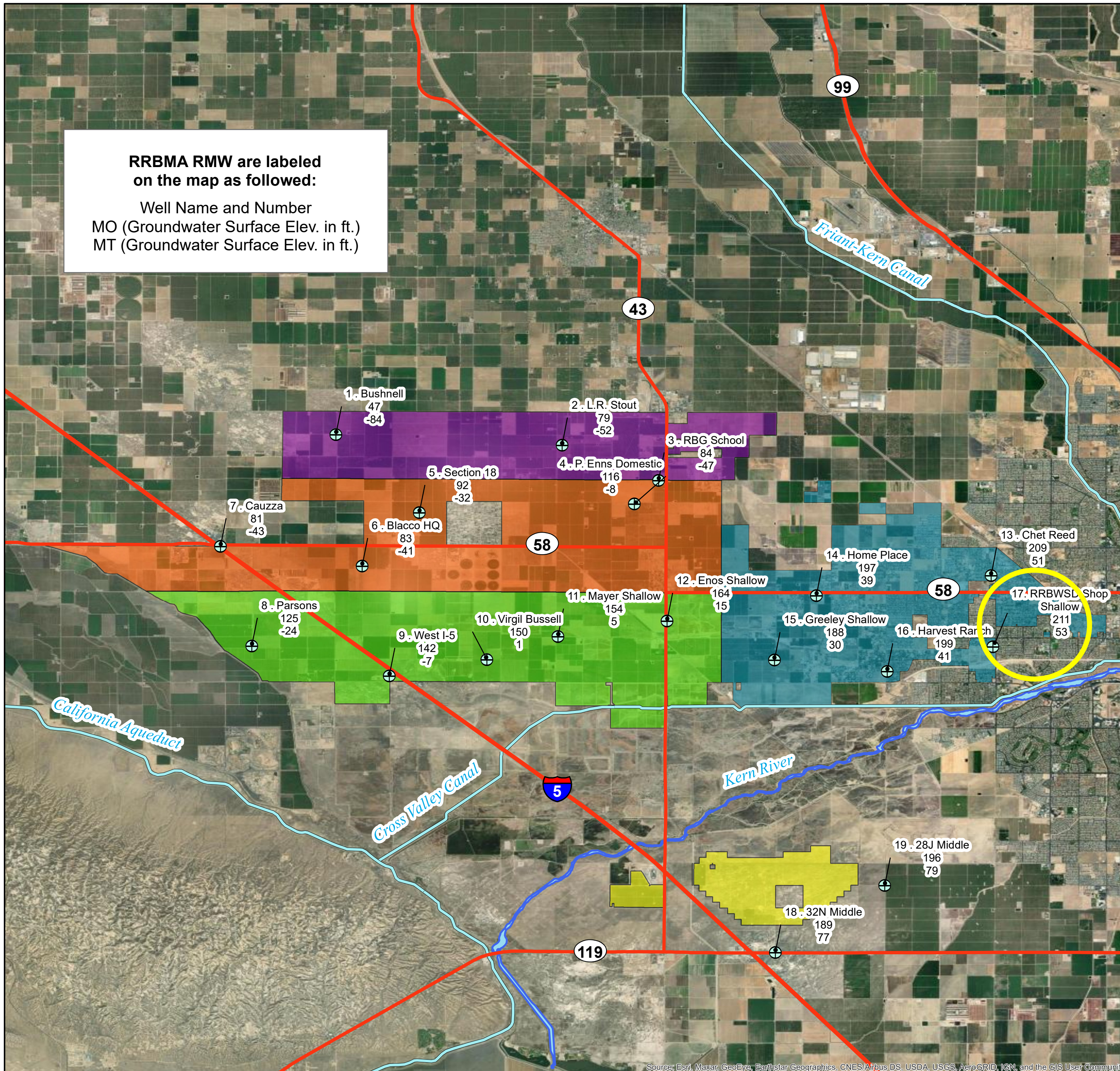


# Rosedale-Rio Bravo Water Storage District - 31H Greeley - 353618N1192169W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

- ⊕ RRBMA RMW (Water Level)
- Major Highways
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- Kern River
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- East Monitoring Area
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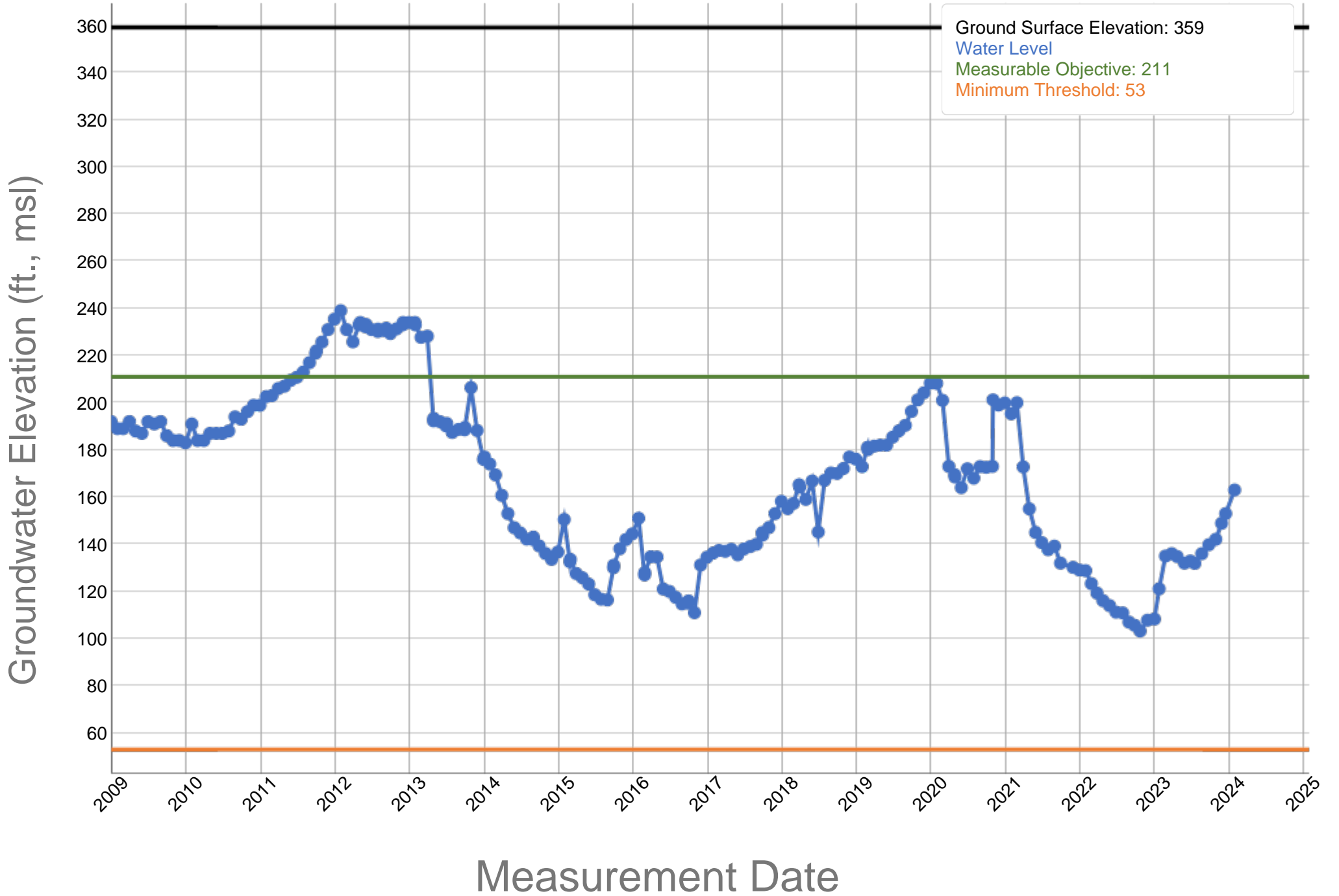
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Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

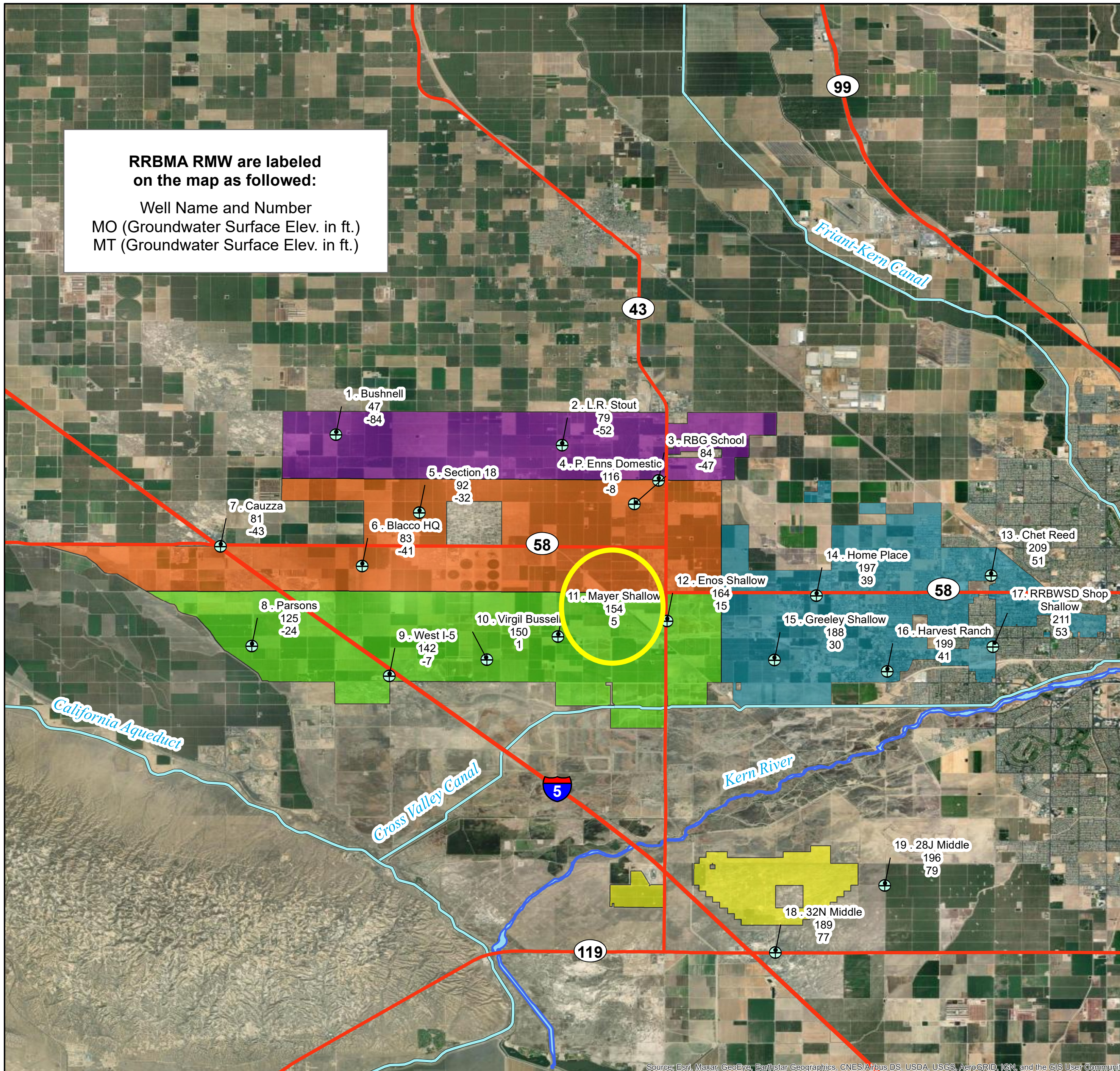


# Rosedale-Rio Bravo Water Storage District - 35H RRBWSD Shop - 353620N1191457W002





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

- ⊕ RRBMA RMW (Water Level)
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- Kern River
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- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
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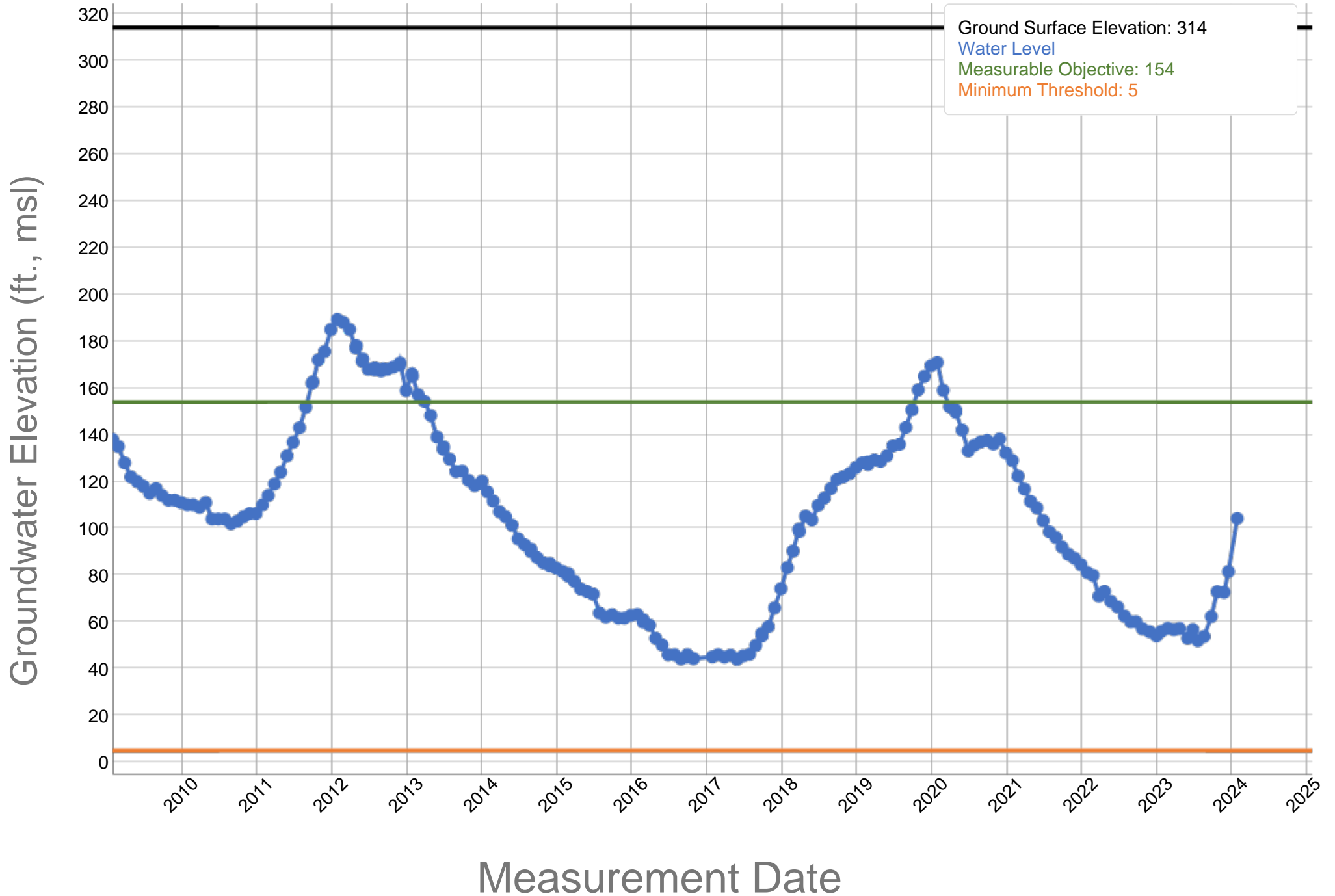
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Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

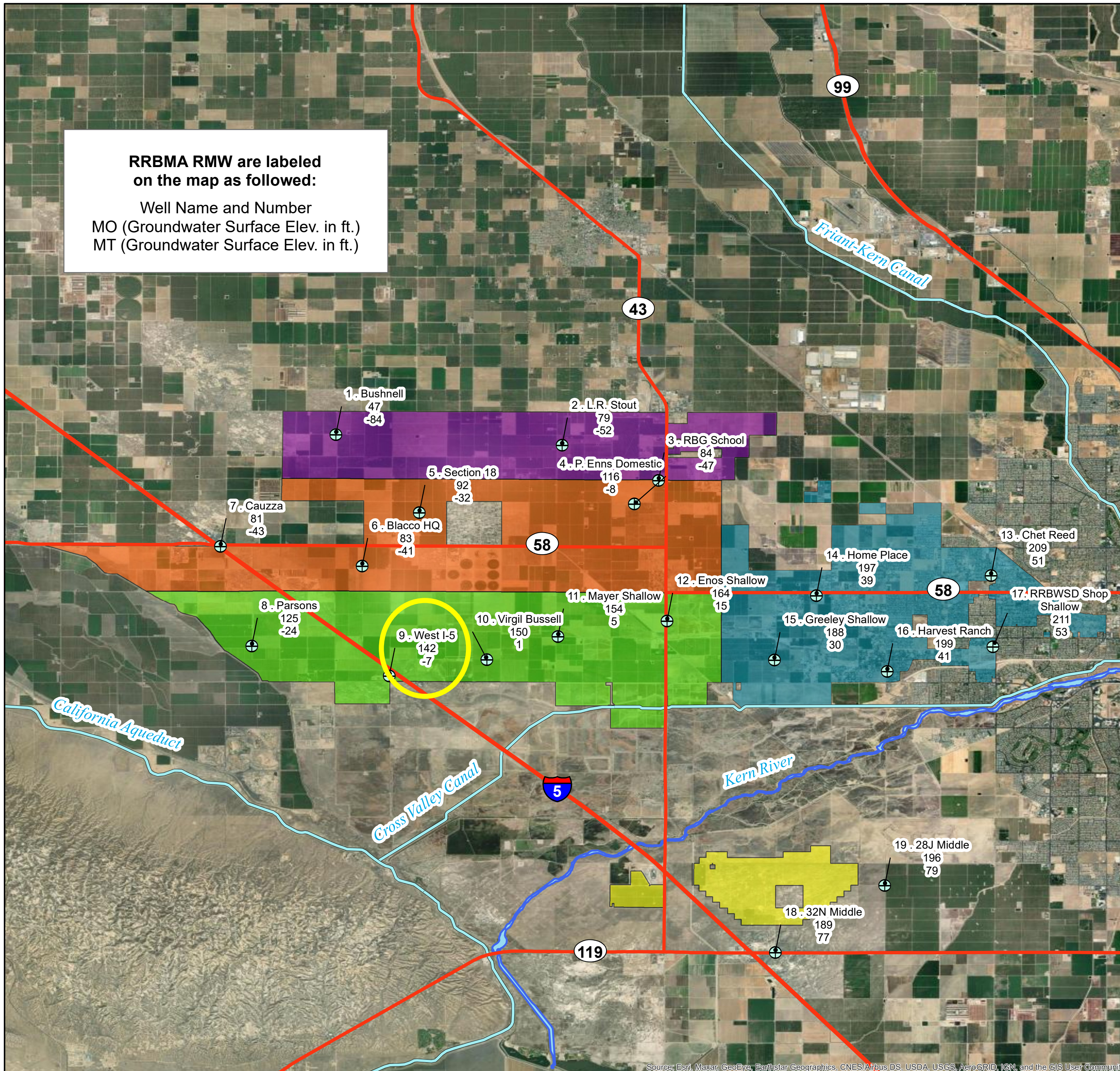


# Rosedale-Rio Bravo Water Storage District - 27N Mayer - 353699N1192856W002





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

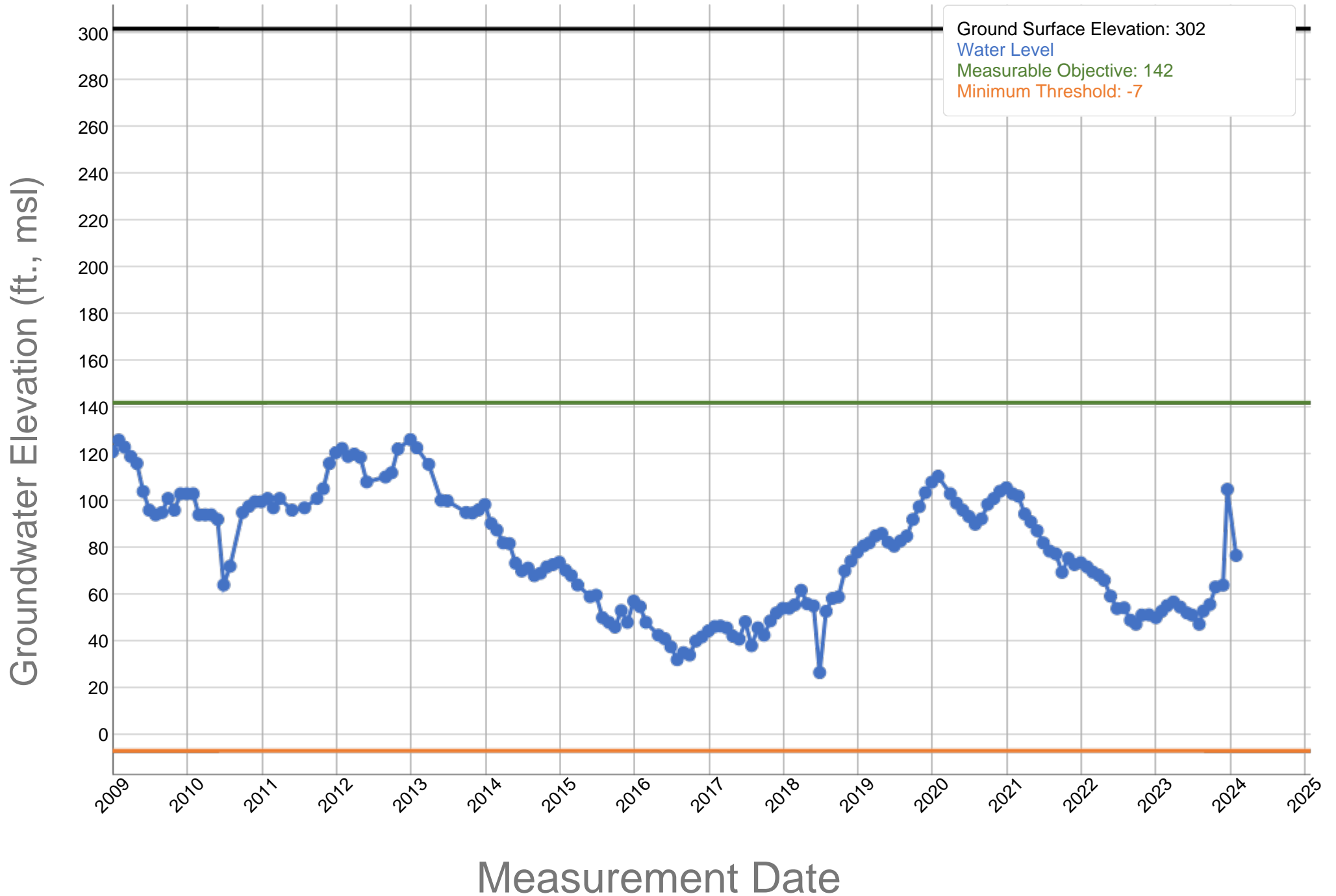
- ⊕ RRBMA RMW (Water Level)
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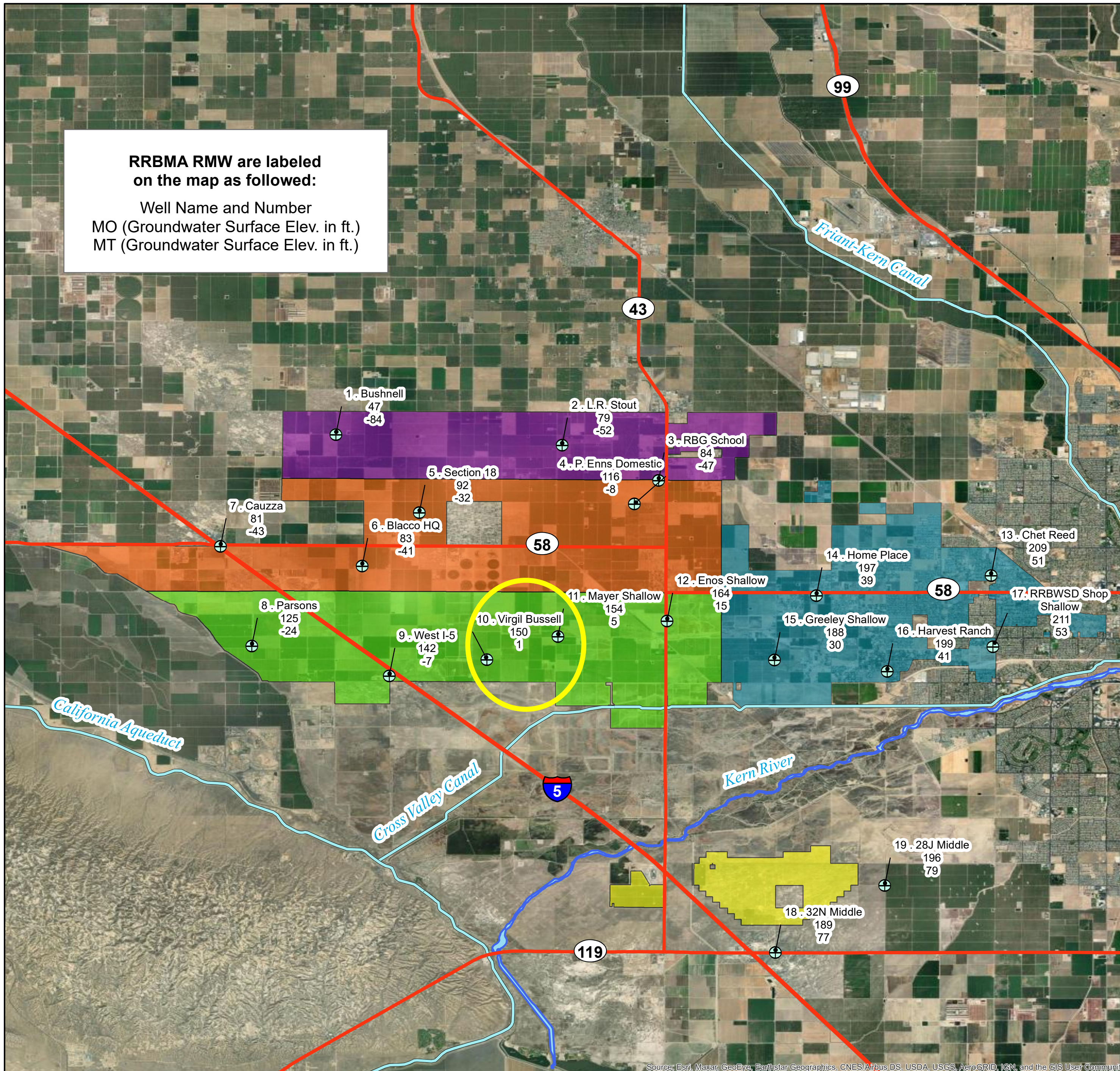


# Rosedale-Rio Bravo Water Storage District - West I-5 - 353564N1193412W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

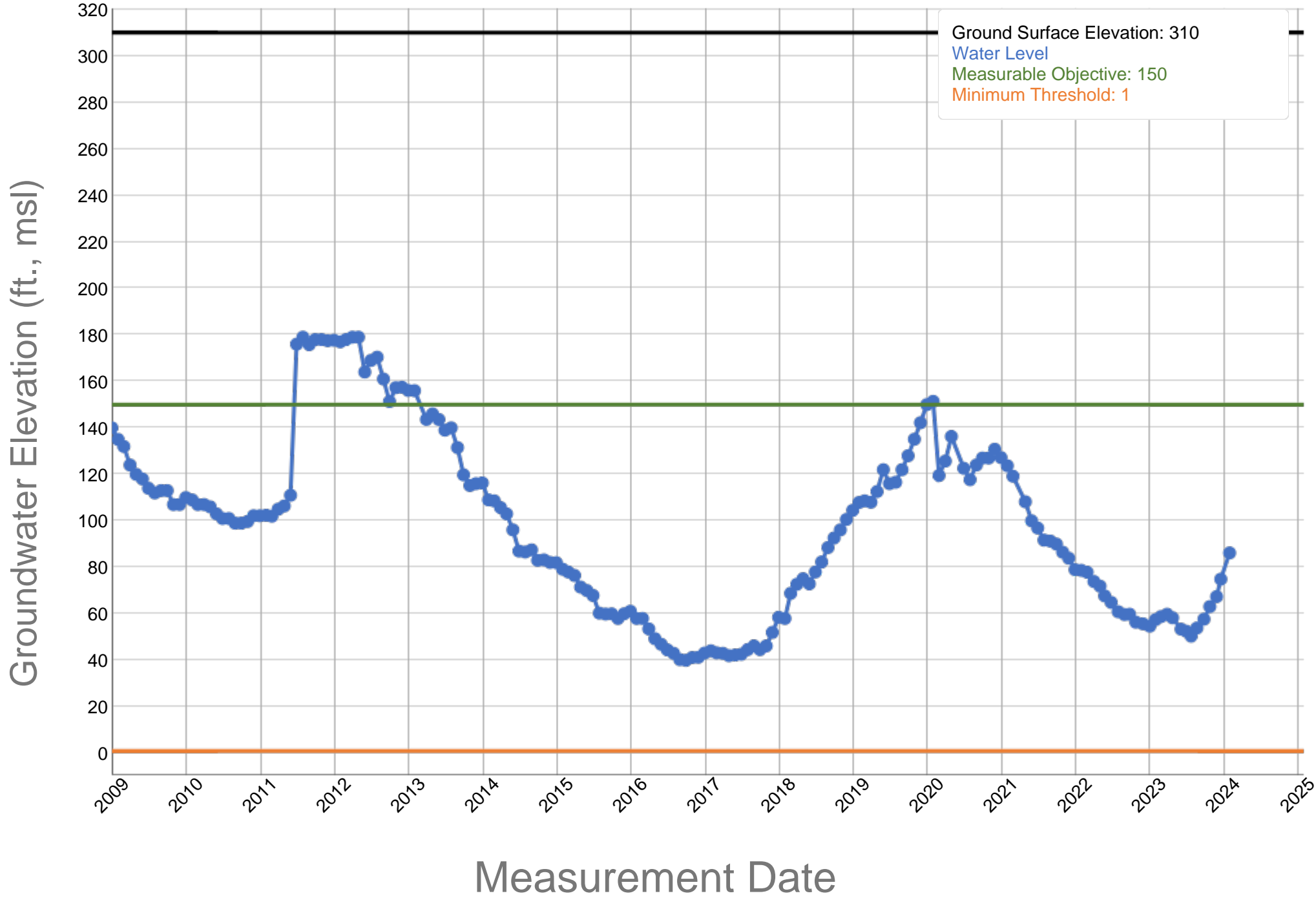
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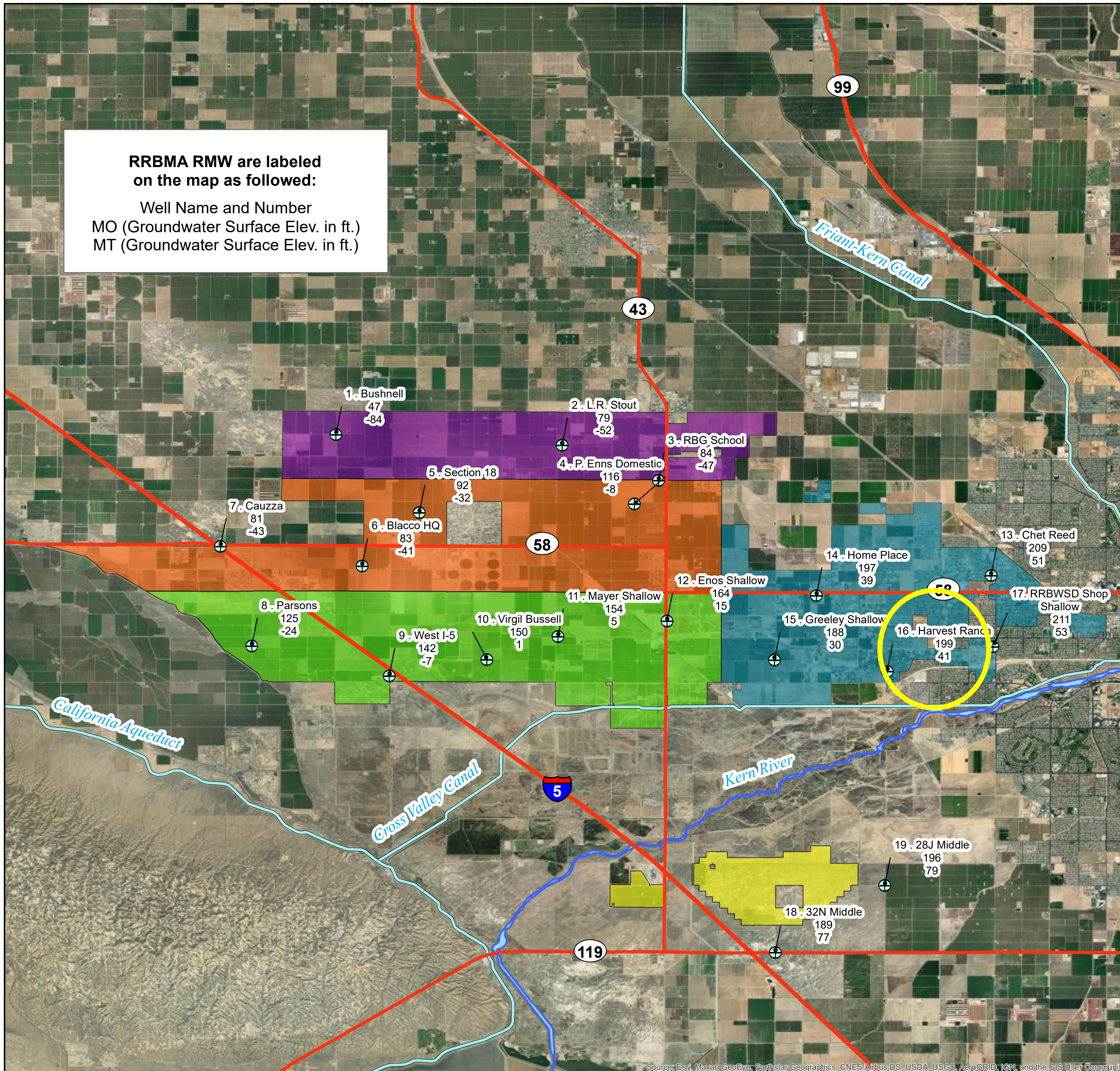


# Rosedale-Rio Bravo Water Storage District - Virgil Bussell - 353619N1193099W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

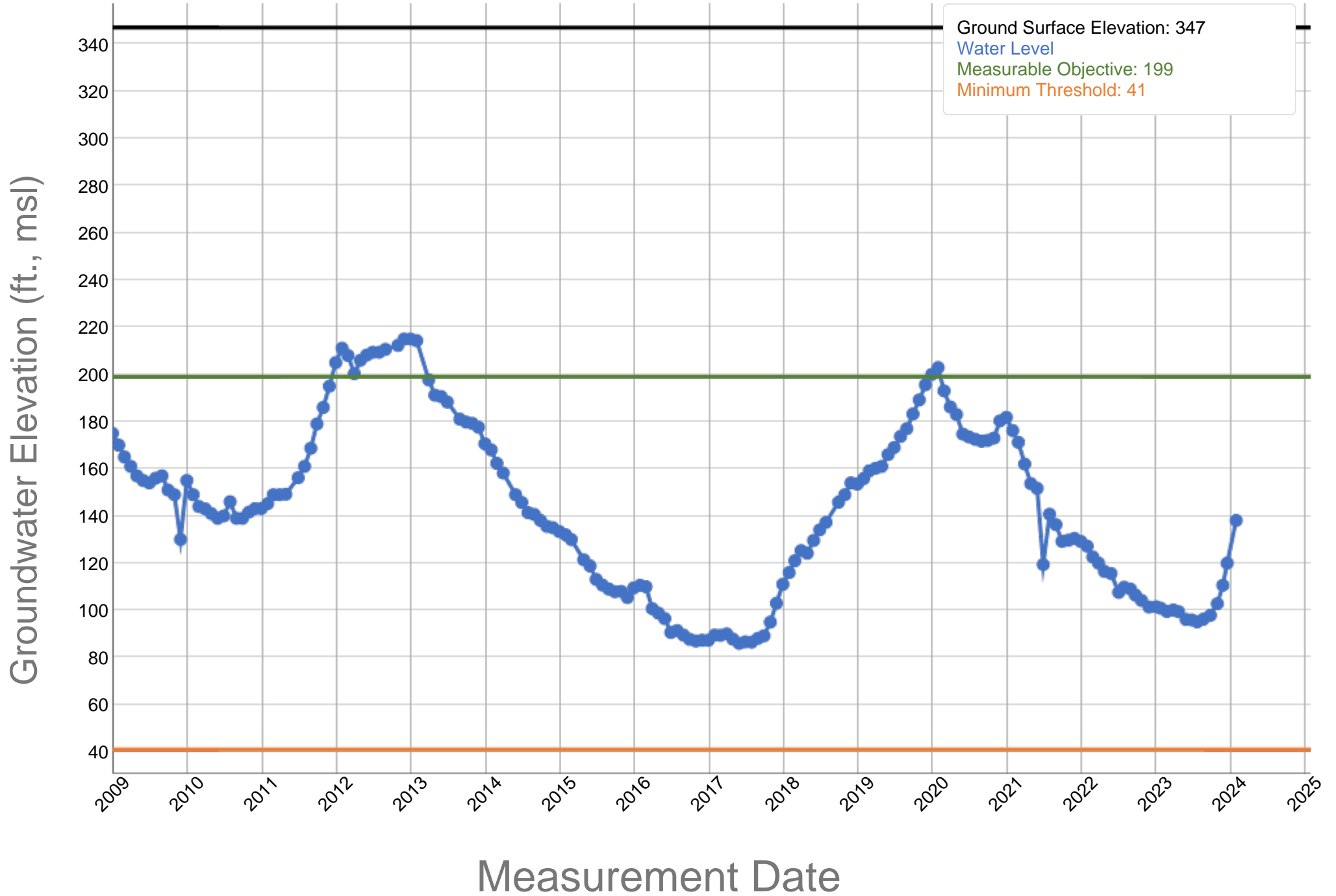
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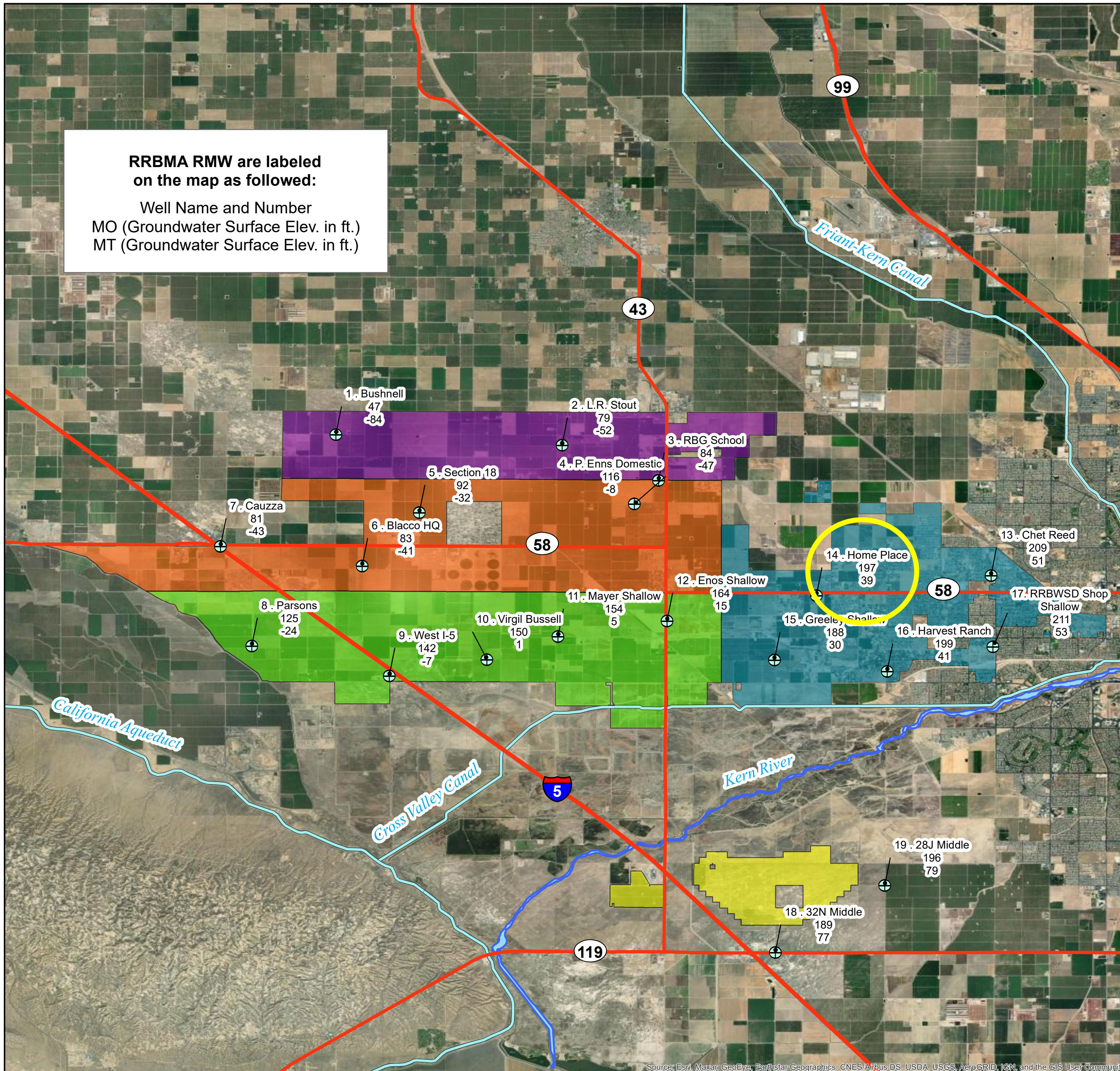


# Rosedale-Rio Bravo Water Storage District - Harvest Ranch - 353634N1191766W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

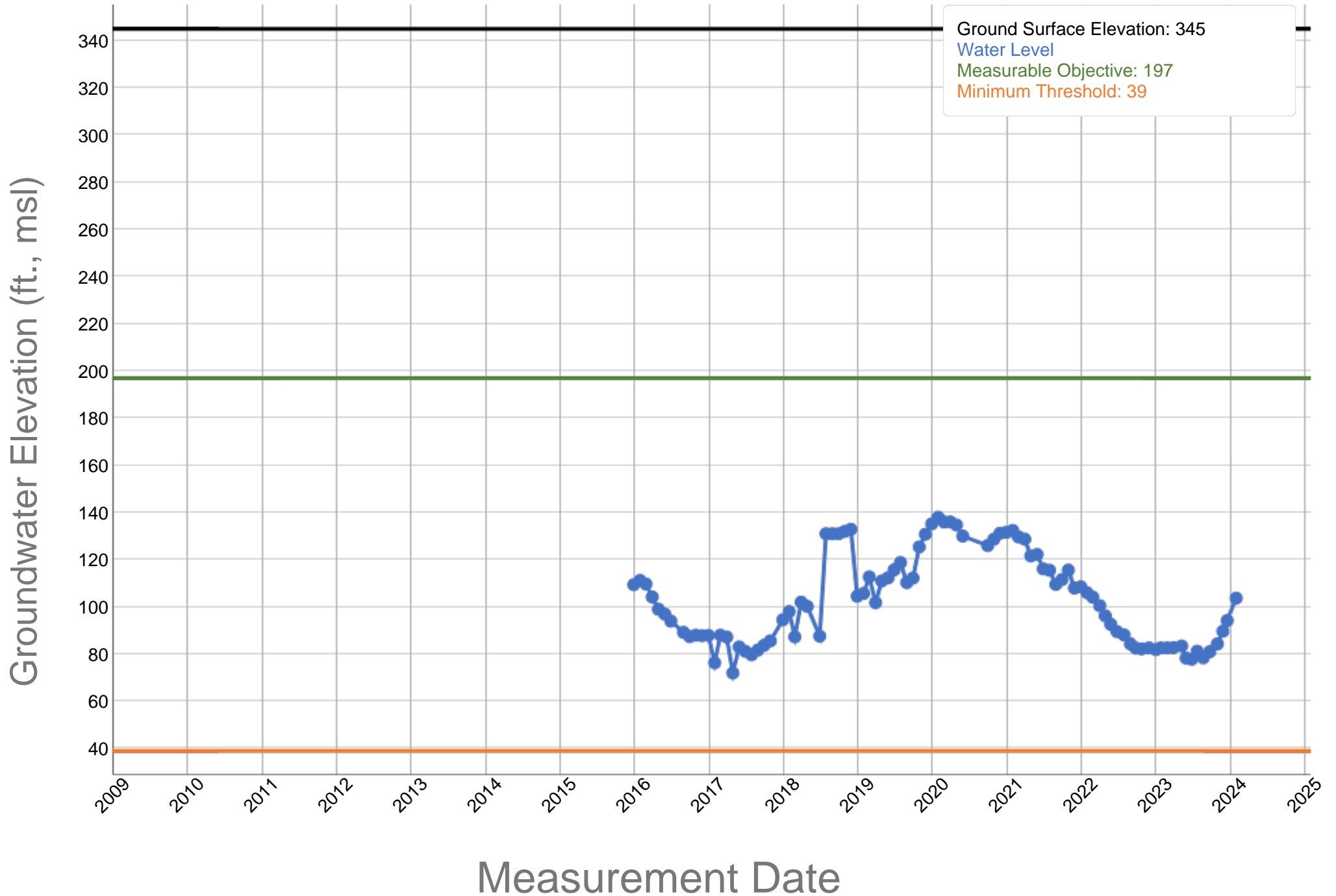
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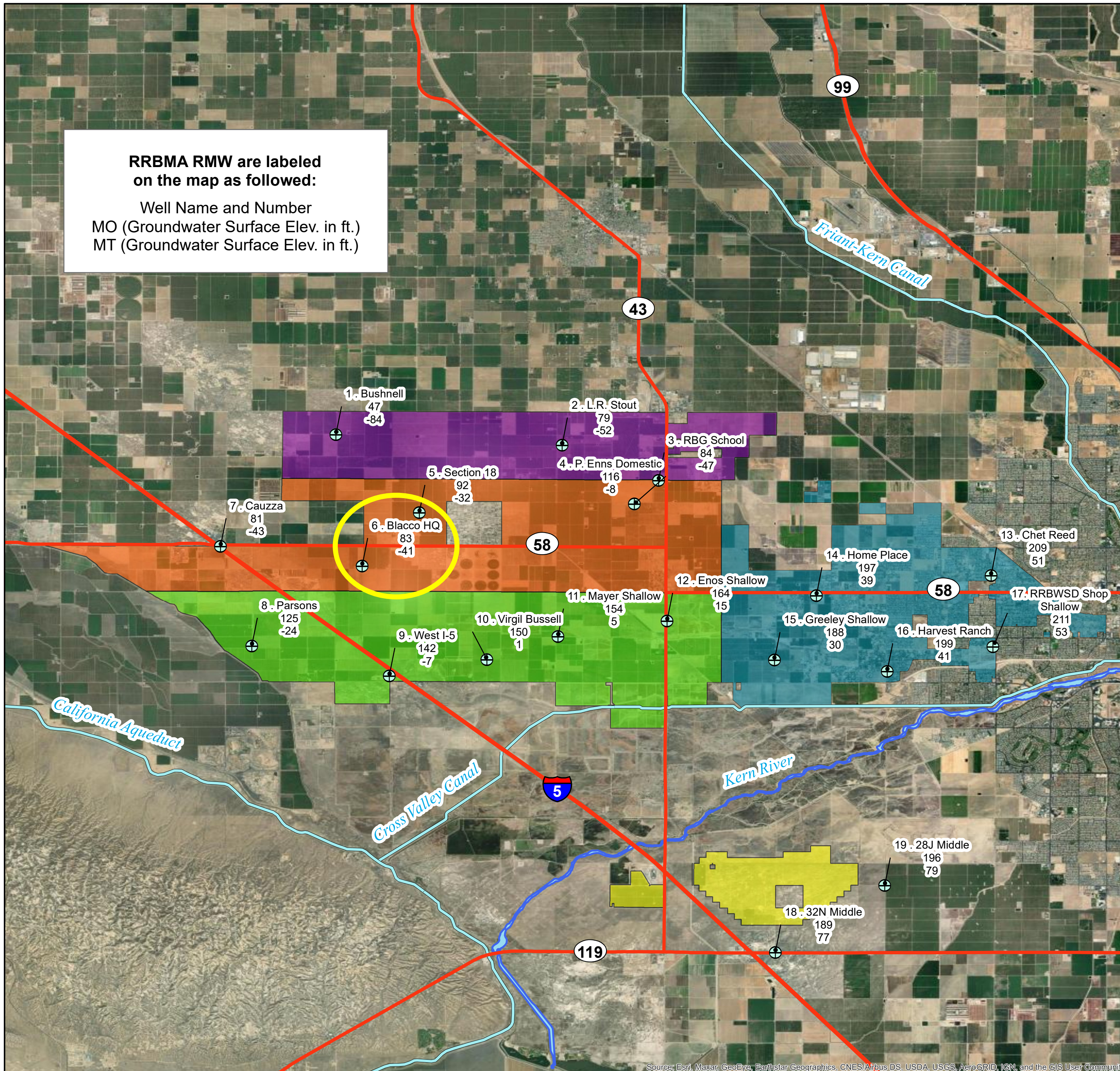


# Rosedale-Rio Bravo Water Storage District - Home Place - 353824N1192035W001





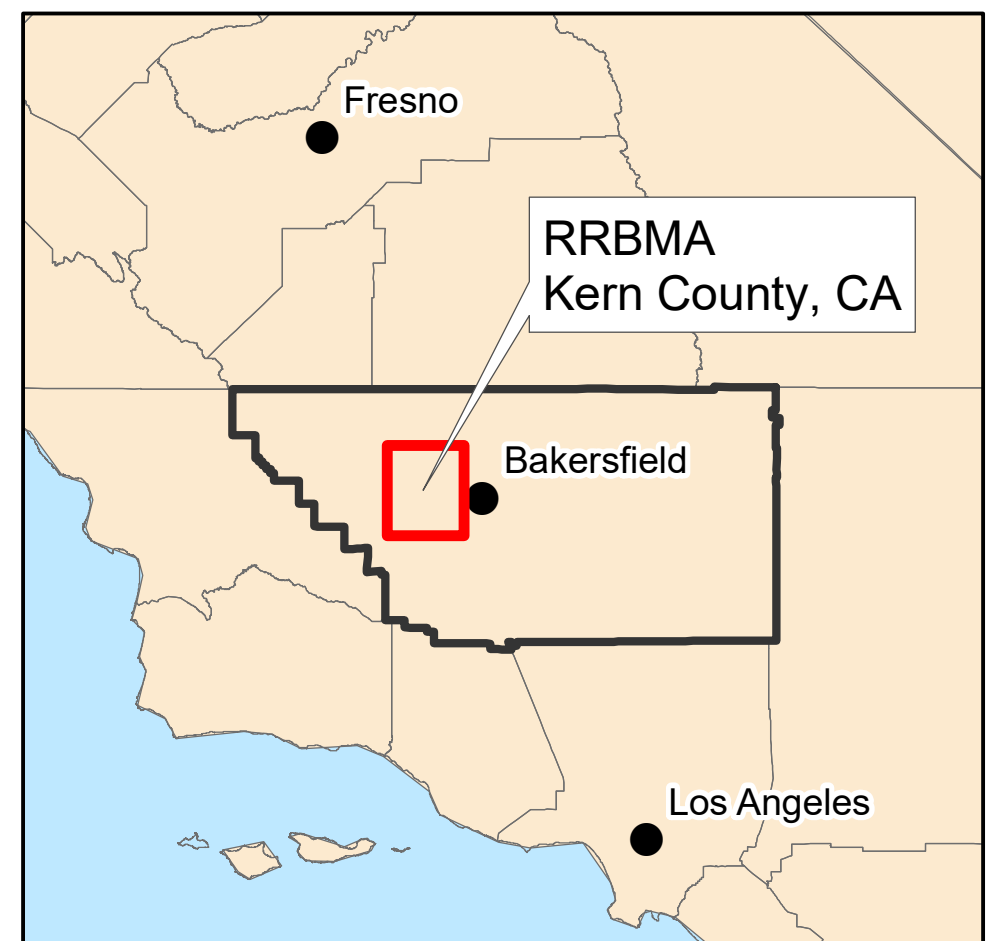
# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

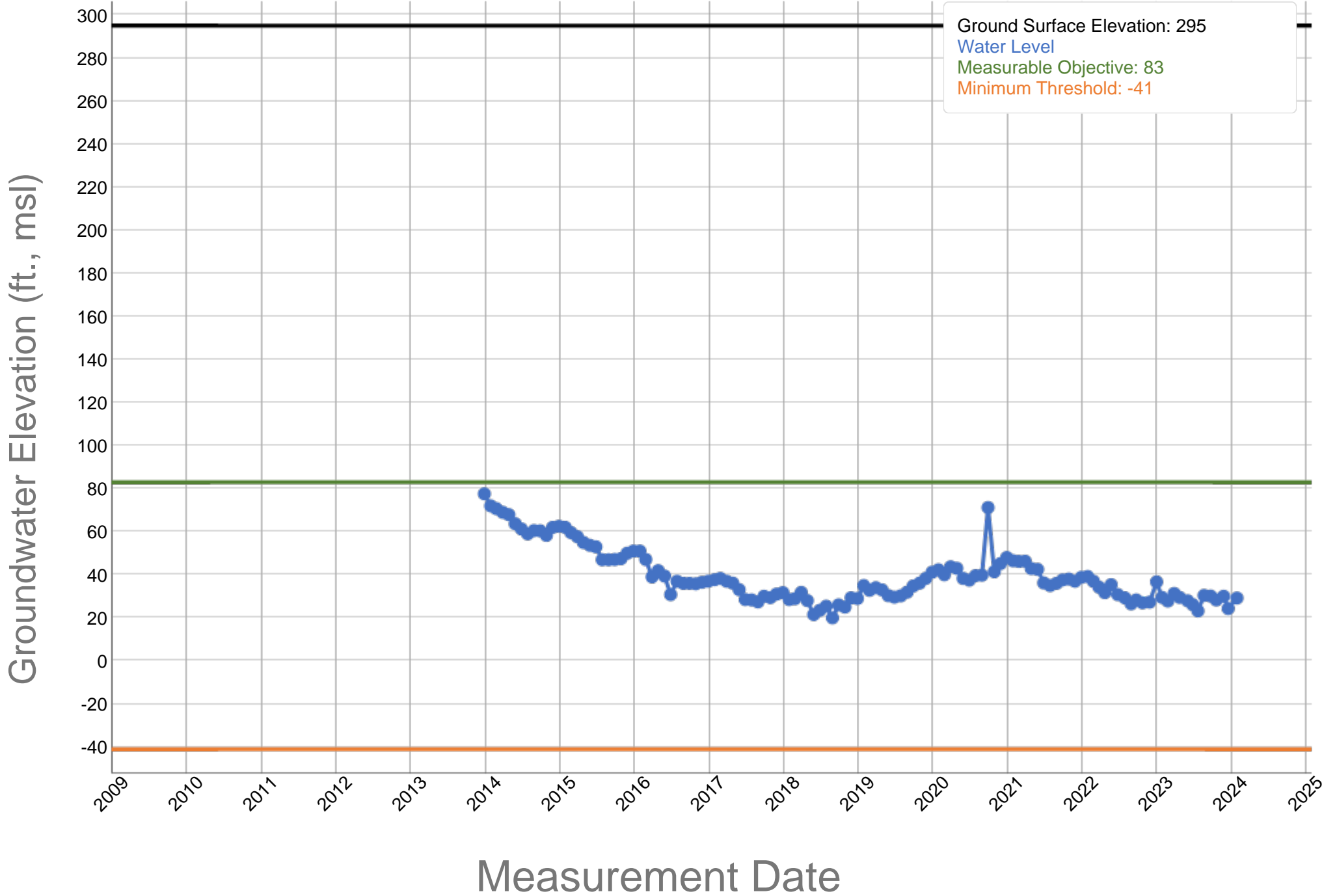
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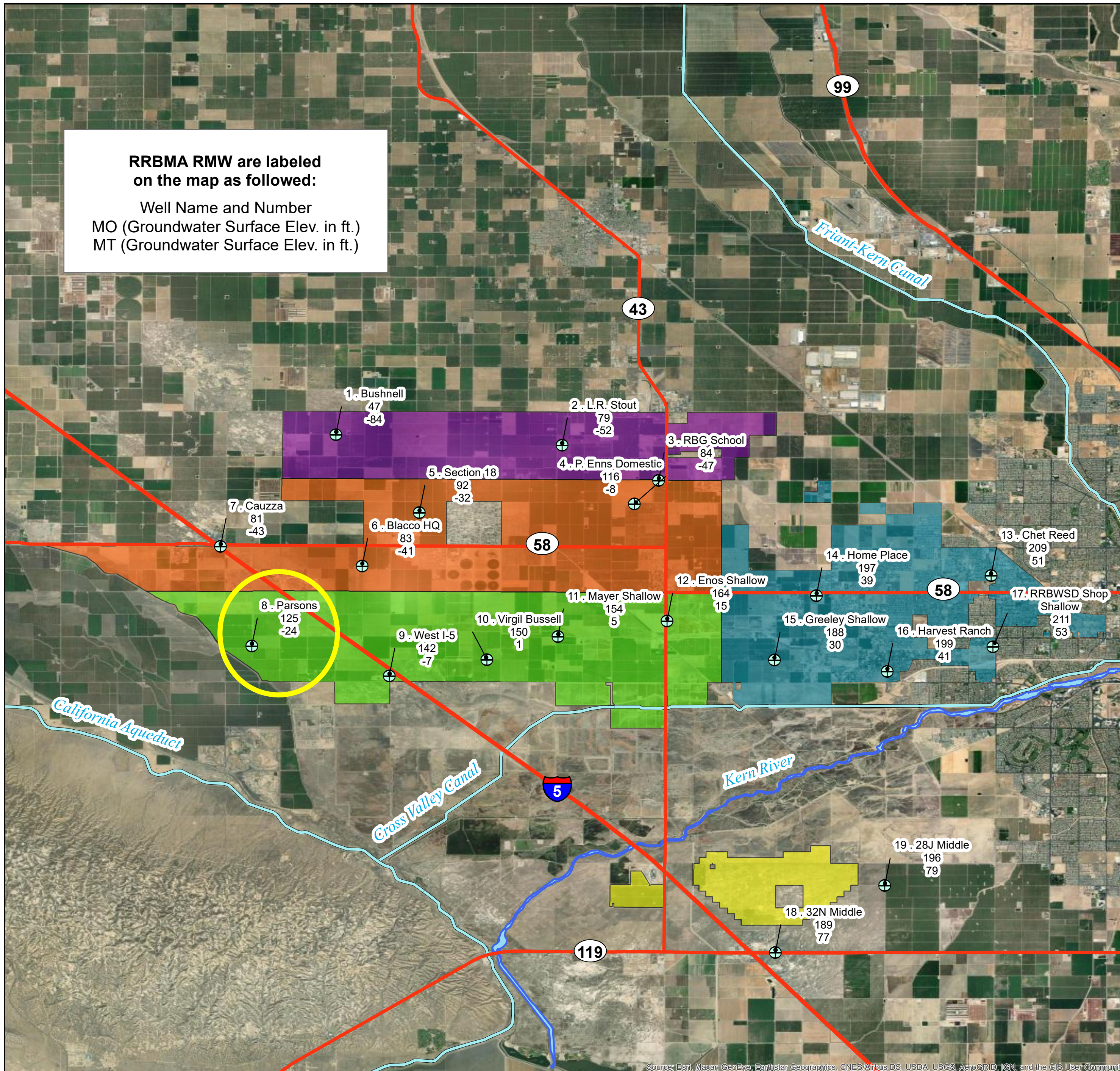


# Rosedale-Rio Bravo Water Storage District - Blacco HQ - 353915N1193454W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

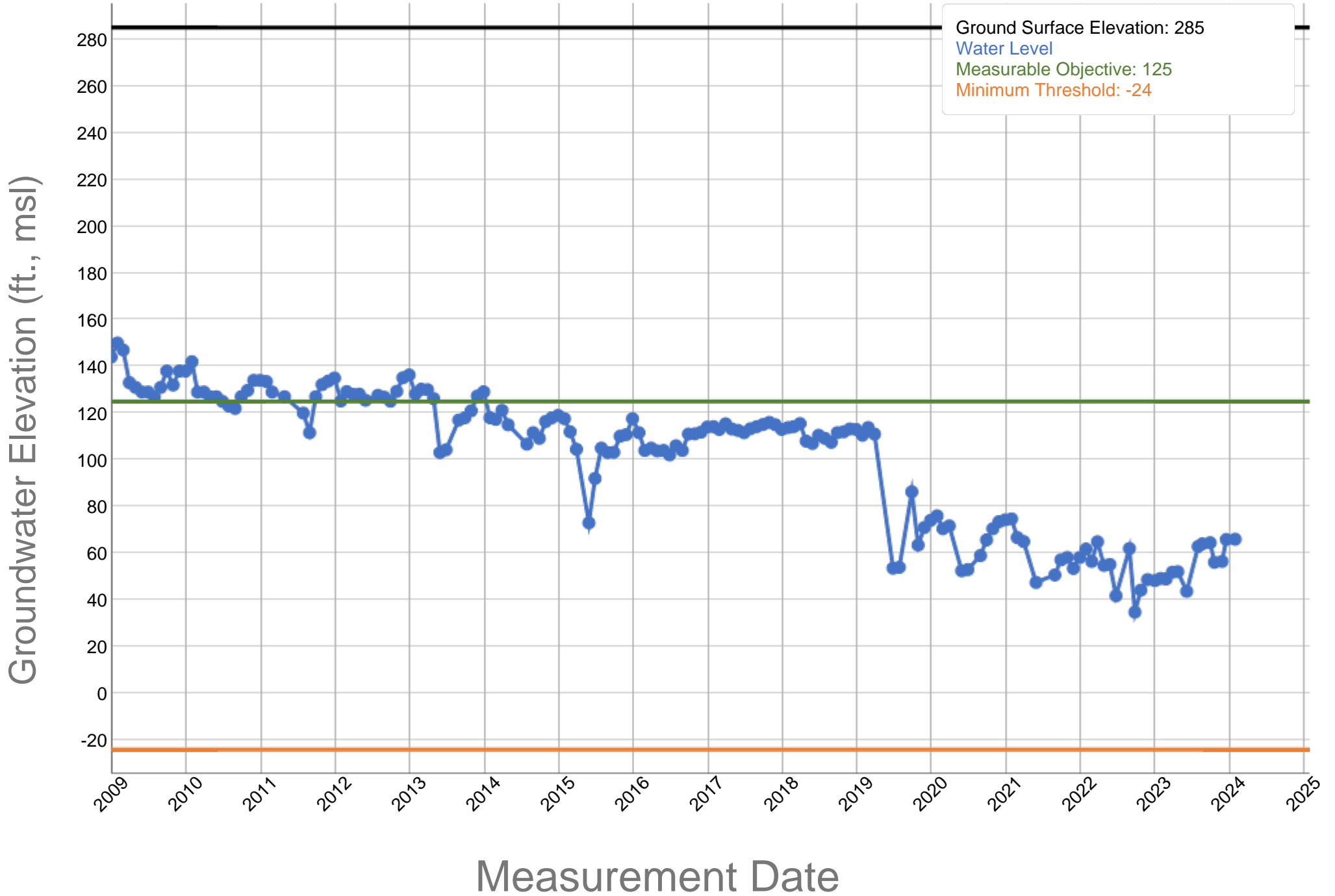
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

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



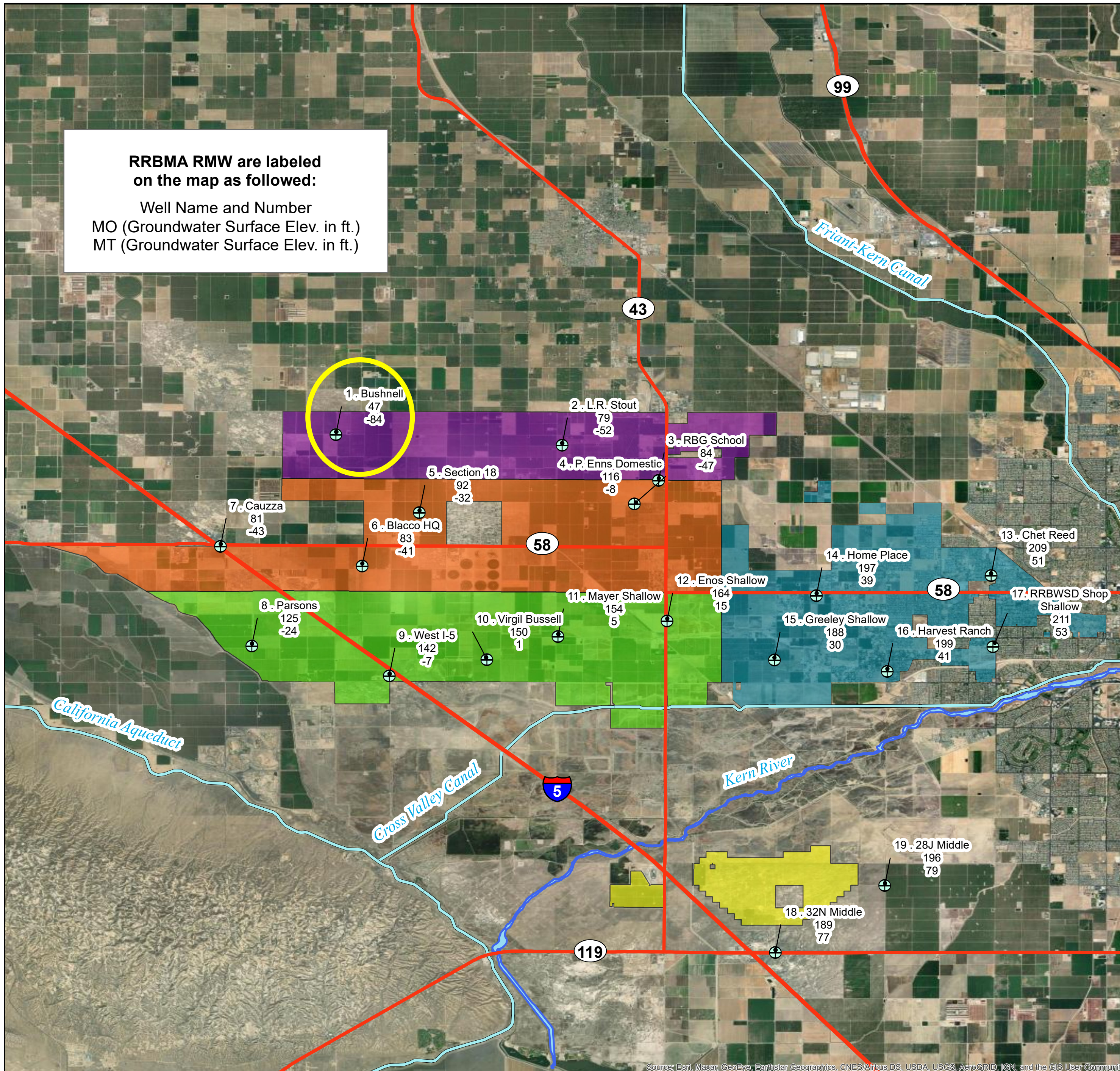


# Rosedale-Rio Bravo Water Storage District - Parsons - 353663N1193859W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

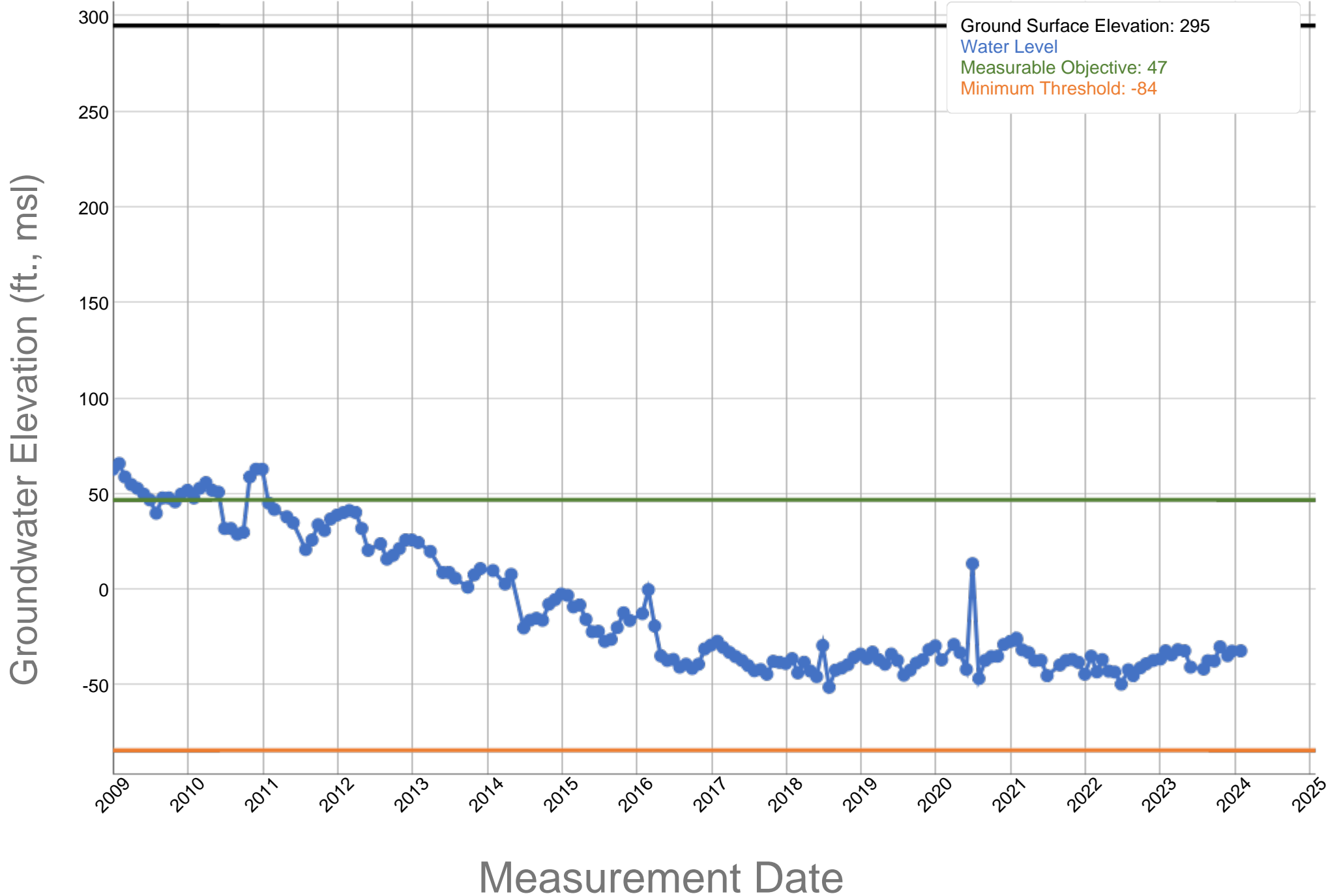
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
- South Monitoring Area
- East Monitoring Area
- South of the River Monitoring Area

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 MO = Measurable Objective  
 MT = Minimum Threshold*



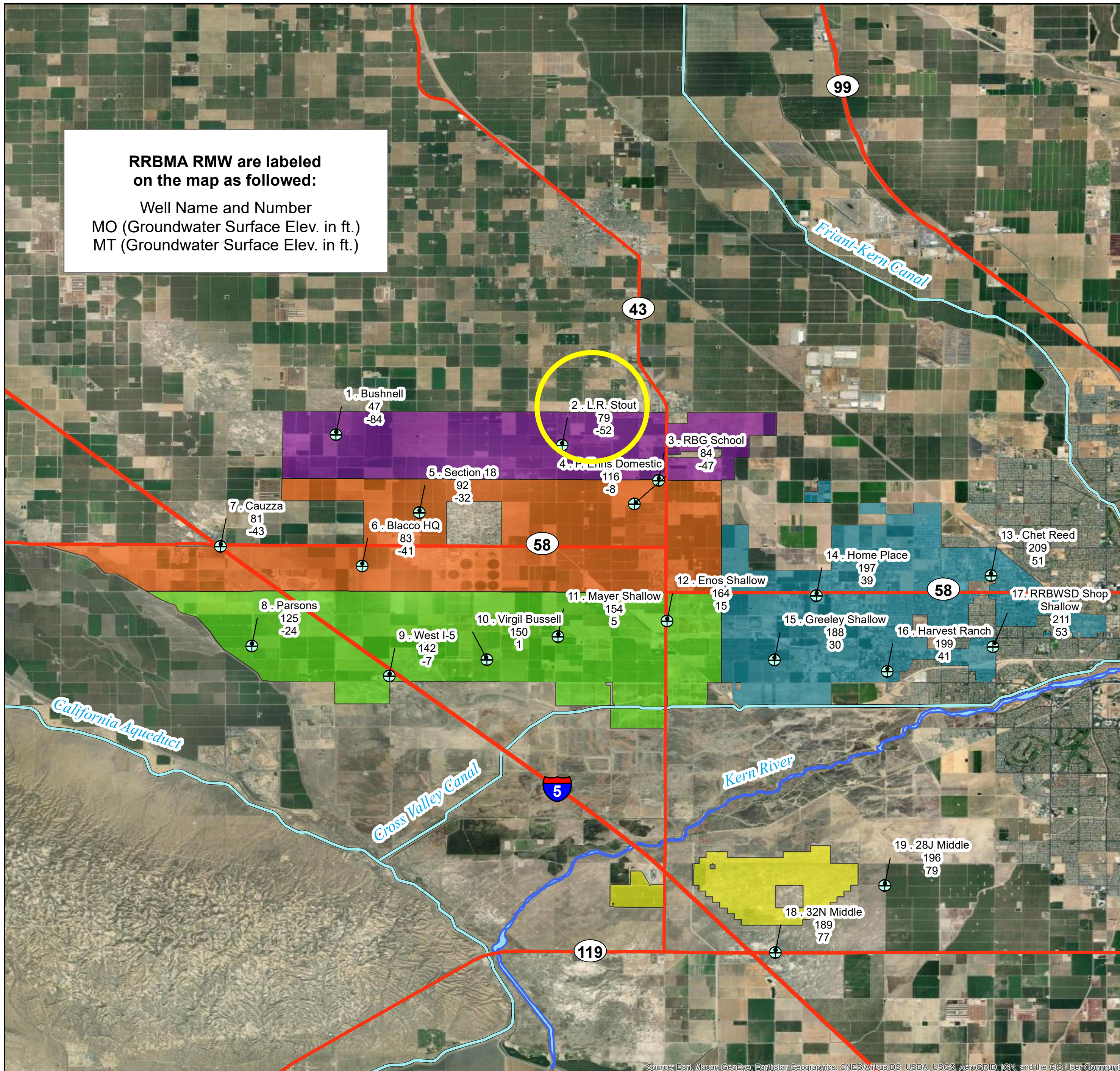


# Rosedale-Rio Bravo Water Storage District - Bushnell - 354350N1193586W001





# 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

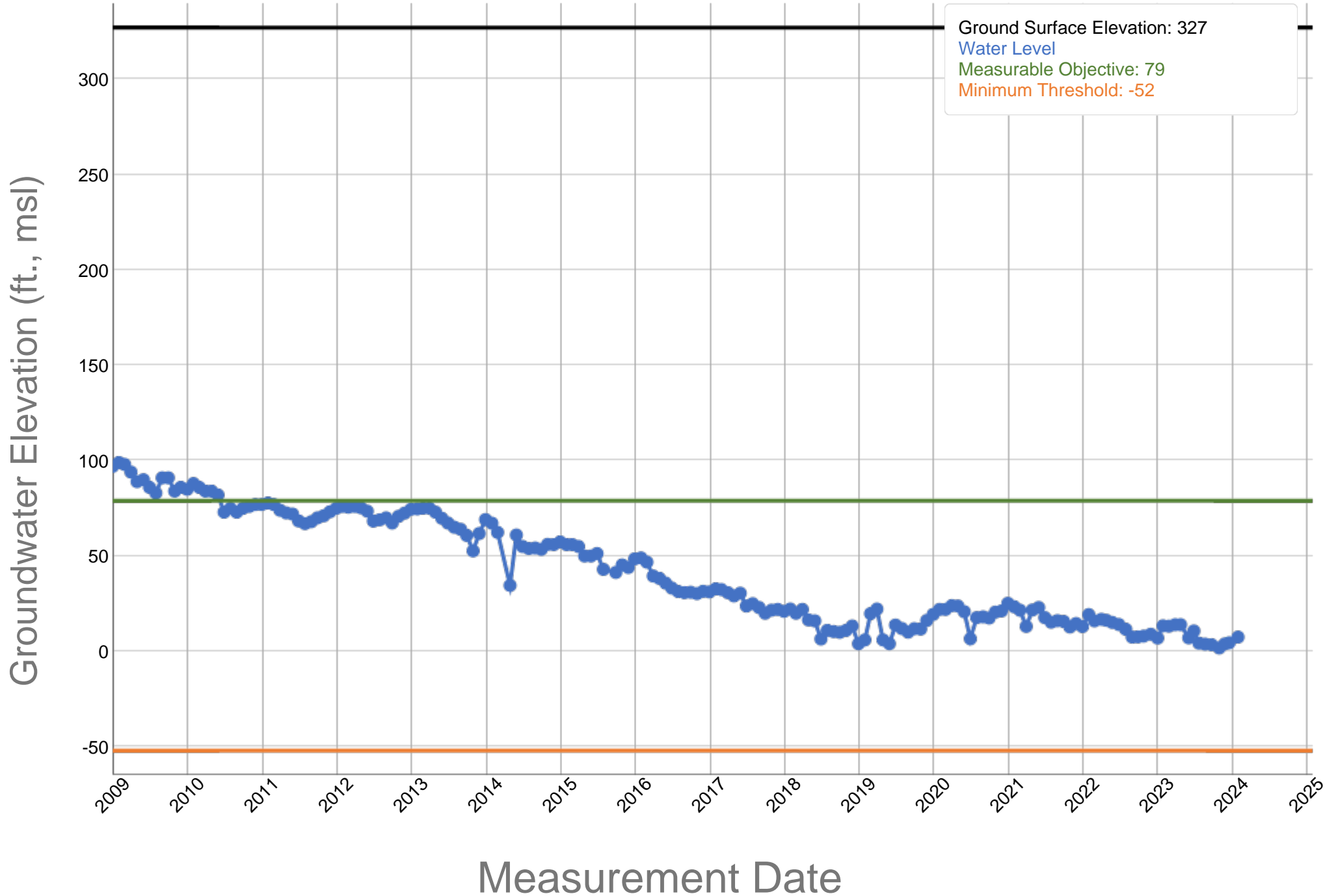
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

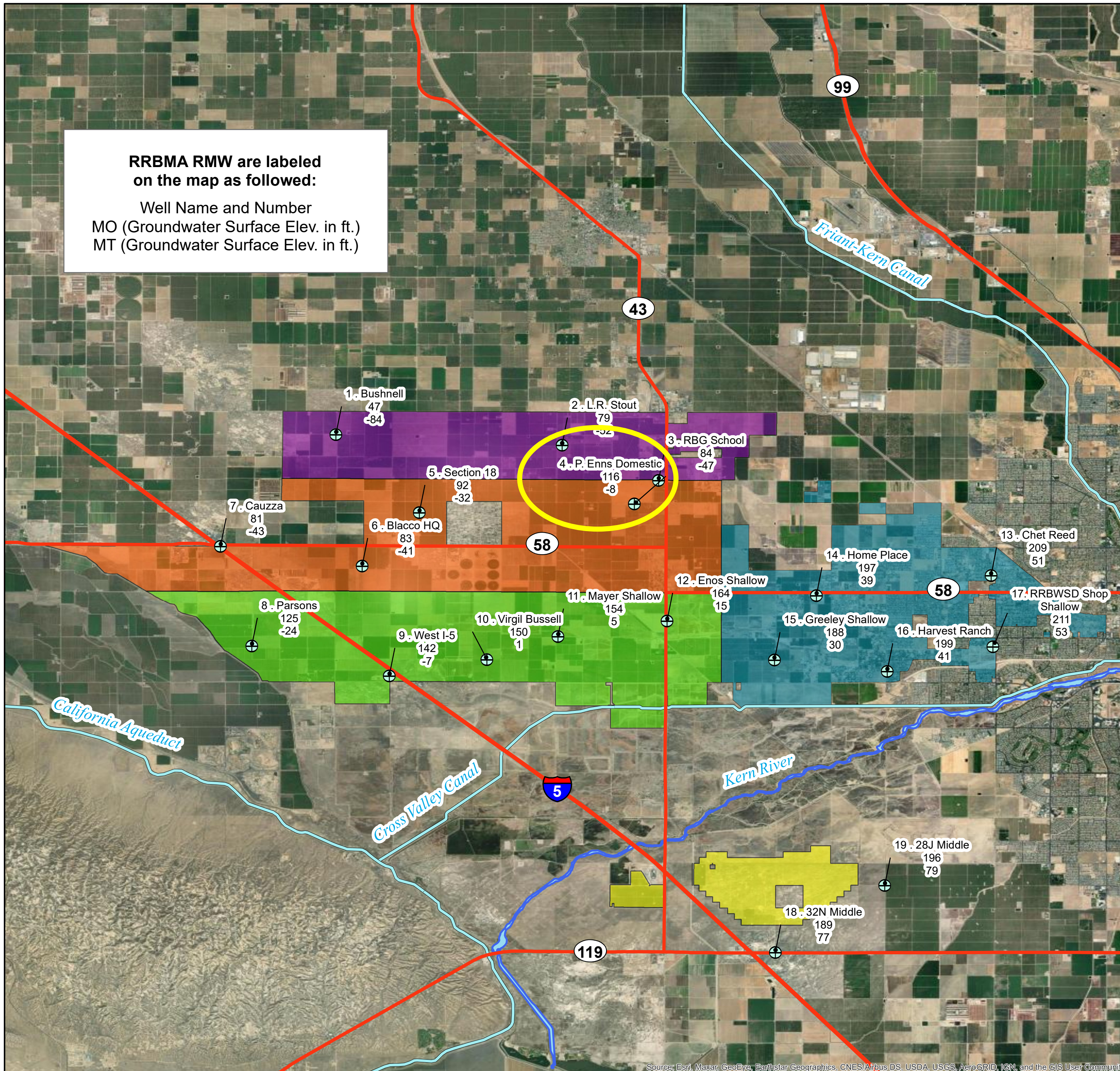


# Rosedale-Rio Bravo Water Storage District - L.R. Stout - 354309N1192859W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

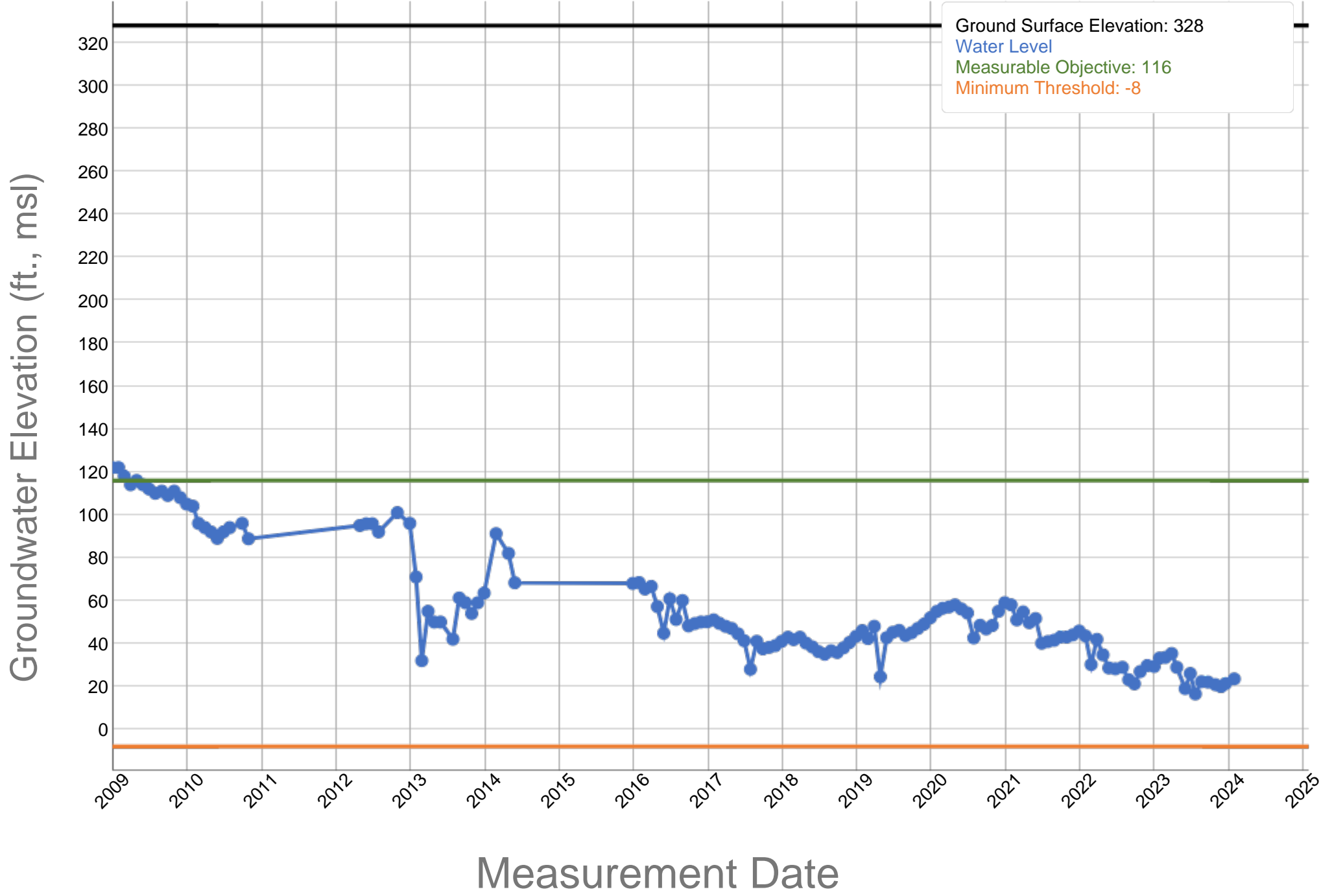
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
- North Monitoring Area
- Central Monitoring Area
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- East Monitoring Area
- South of the River Monitoring Area

*RMW = Representative Monitoring Well  
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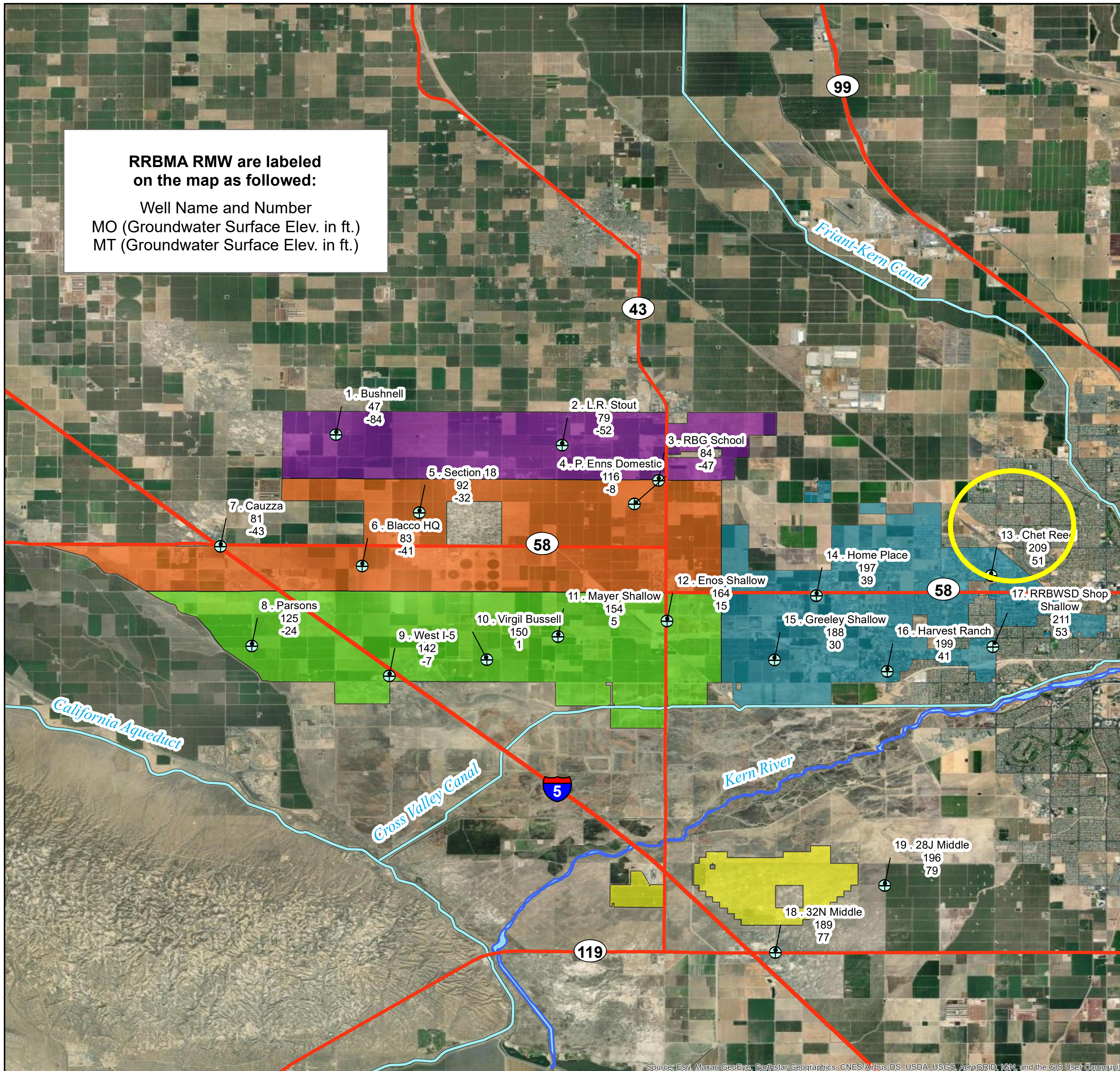


# Rosedale-Rio Bravo Water Storage District - P. Enns Domestic - 354121N1192623W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

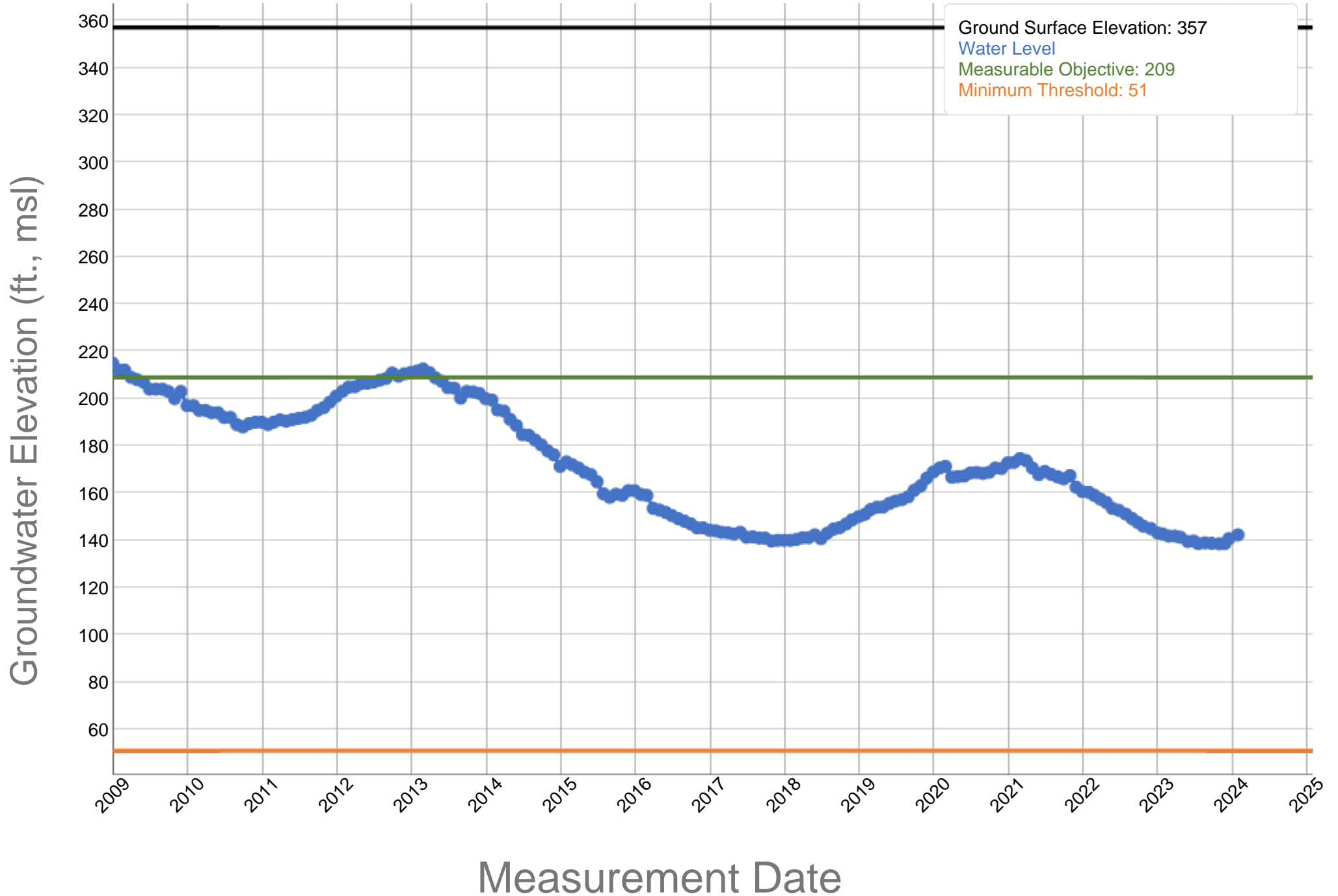
- ⊕ RRBMA RMW (Water Level)
- Major Highways
- Major Conveyance Facilities
- Kern River
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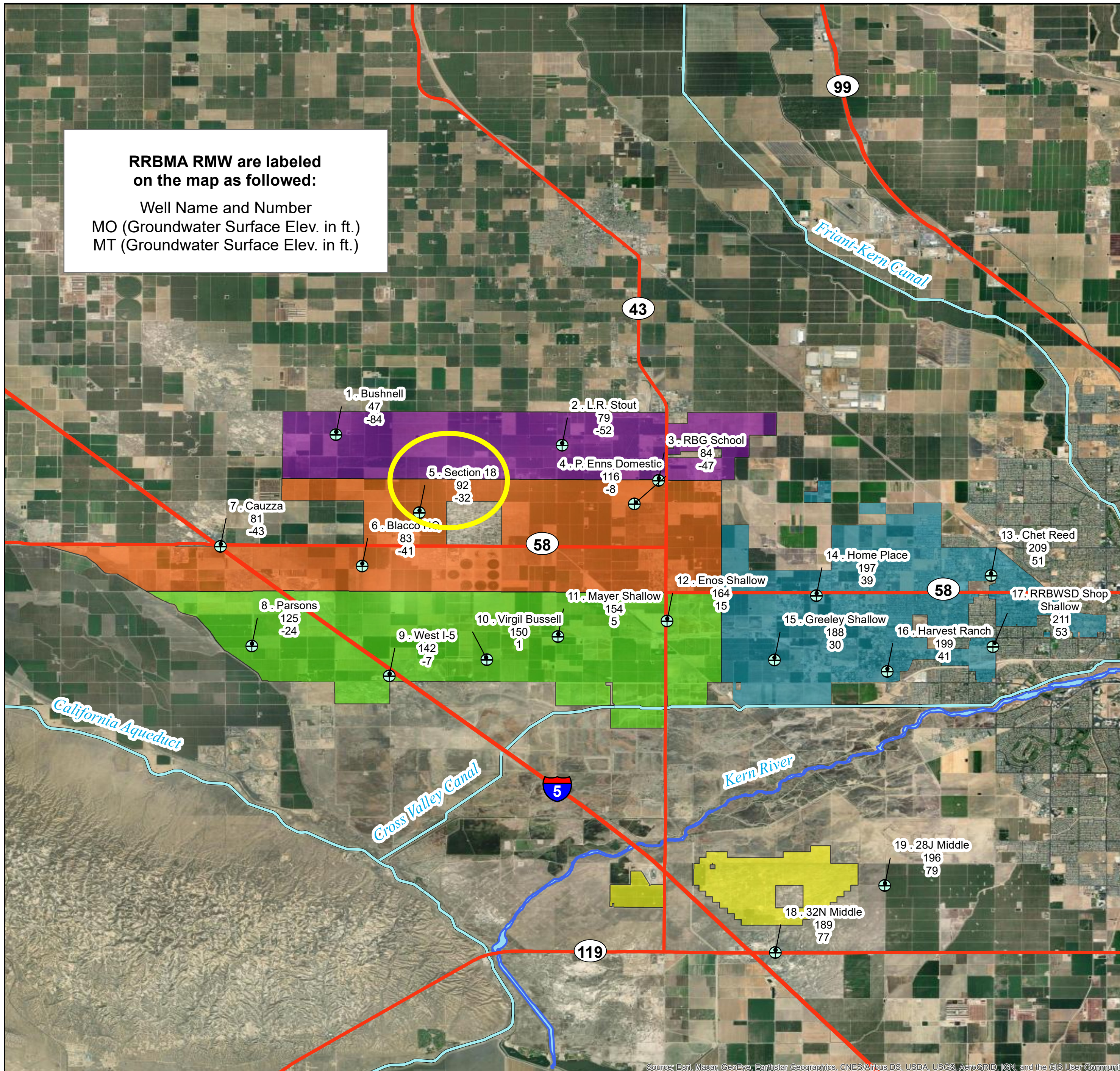


# Rosedale-Rio Bravo Water Storage District - Chet Reed - 353890N1191471W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

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

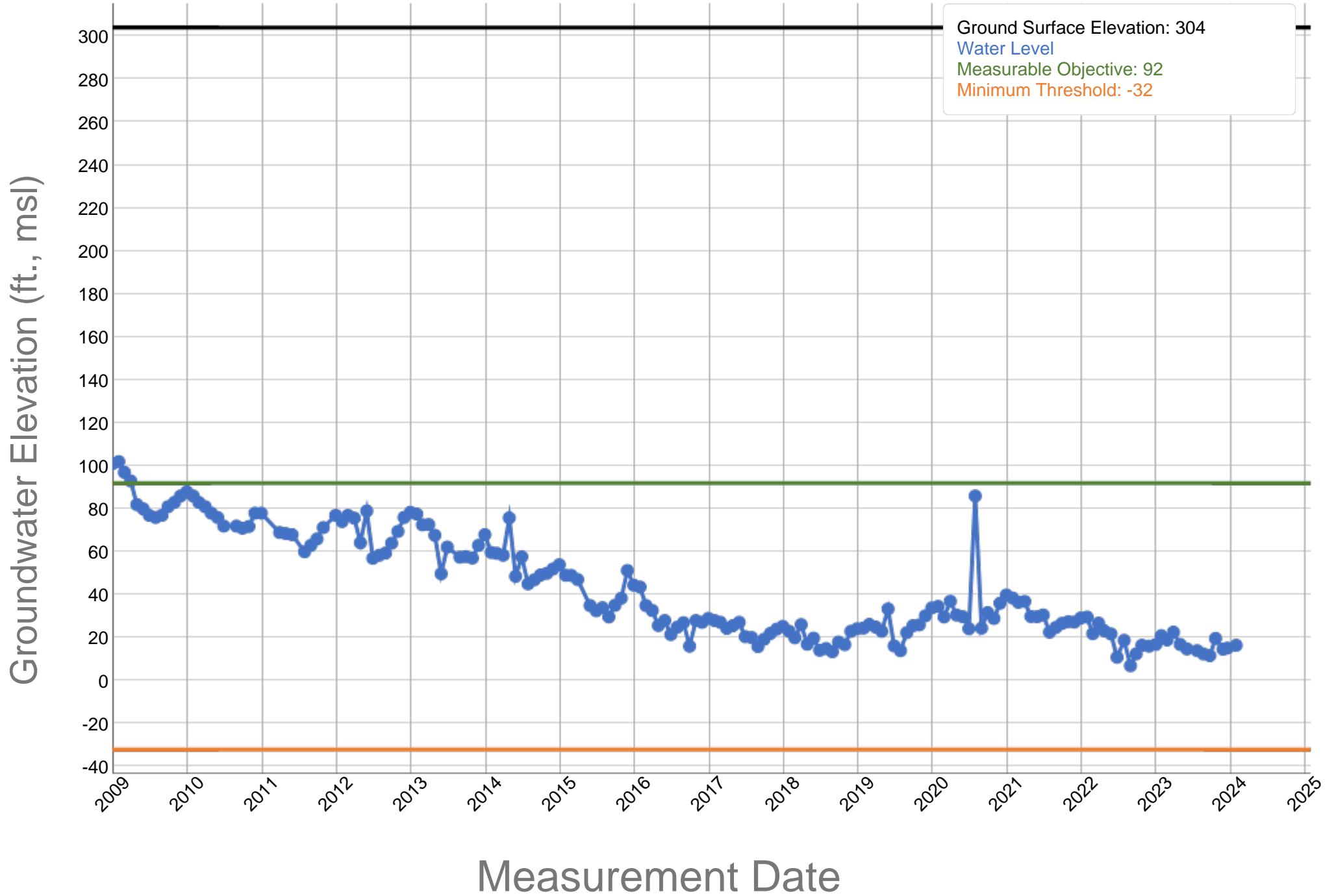
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

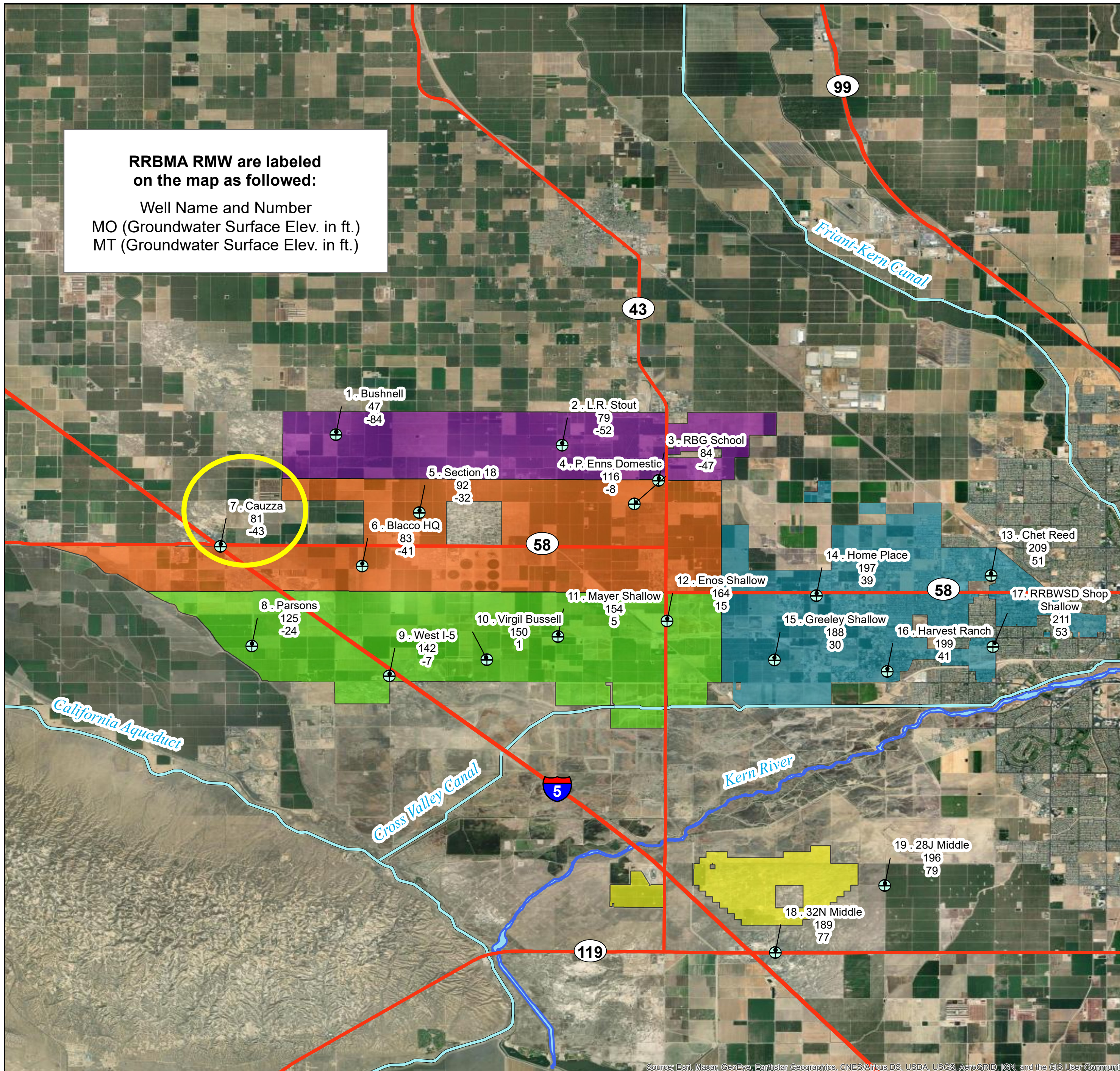


# Rosedale-Rio Bravo Water Storage District - Section 18 - 354090N1193318W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

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

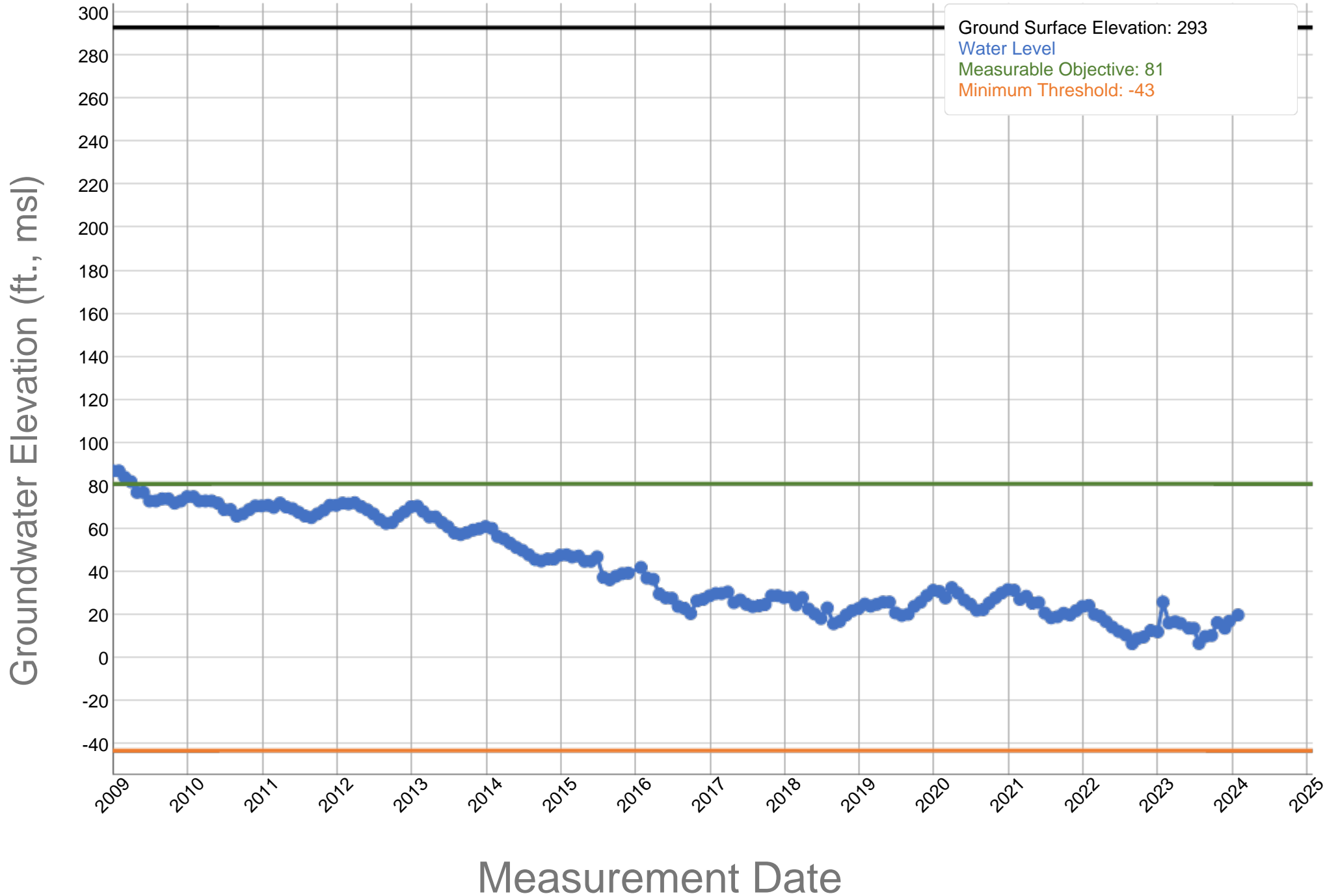
*RMW = Representative Monitoring Well  
MO = Measurable Objective  
MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

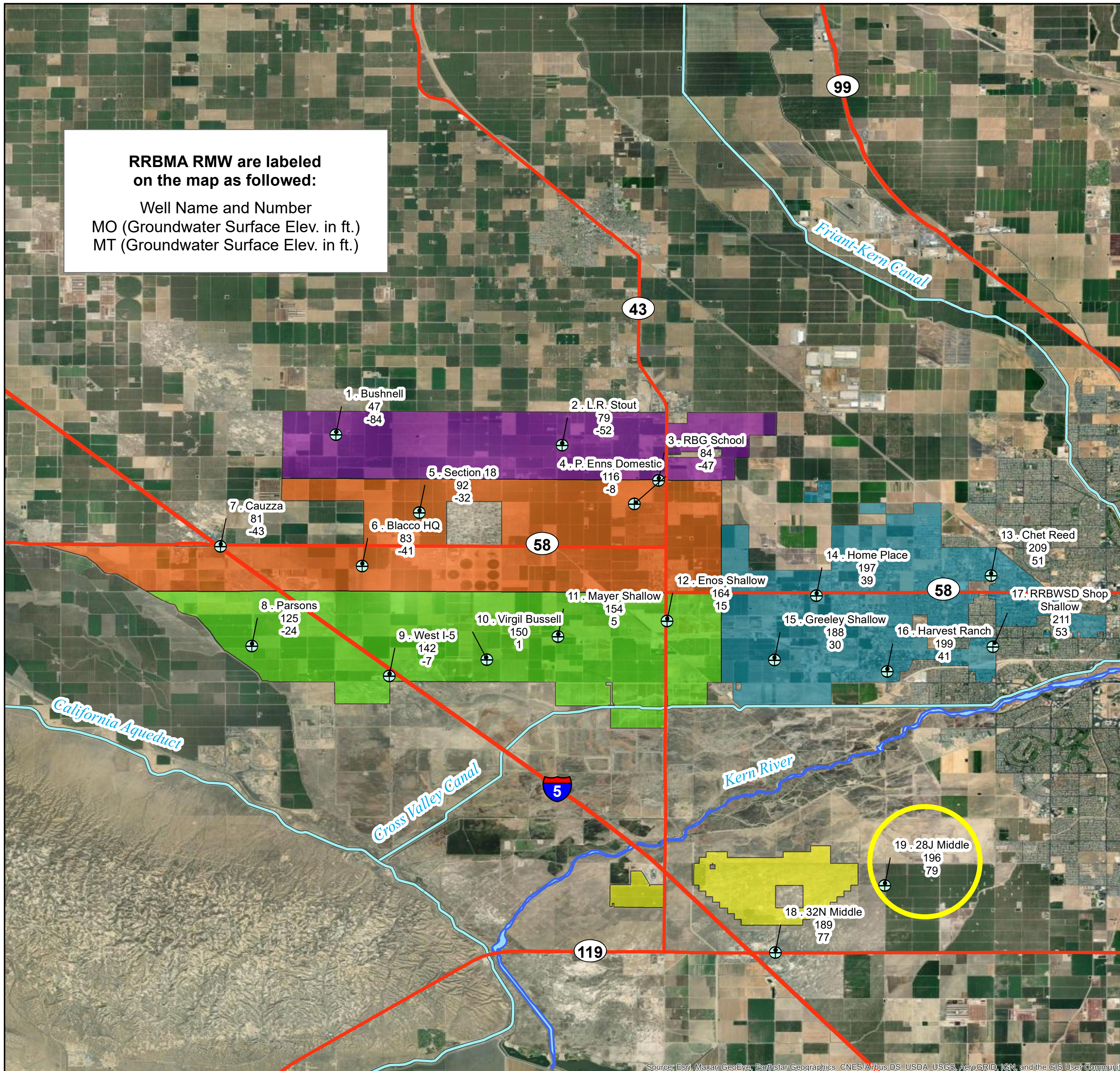


# Rosedale-Rio Bravo Water Storage District - Cauzza - 353986N1193948W001





# 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

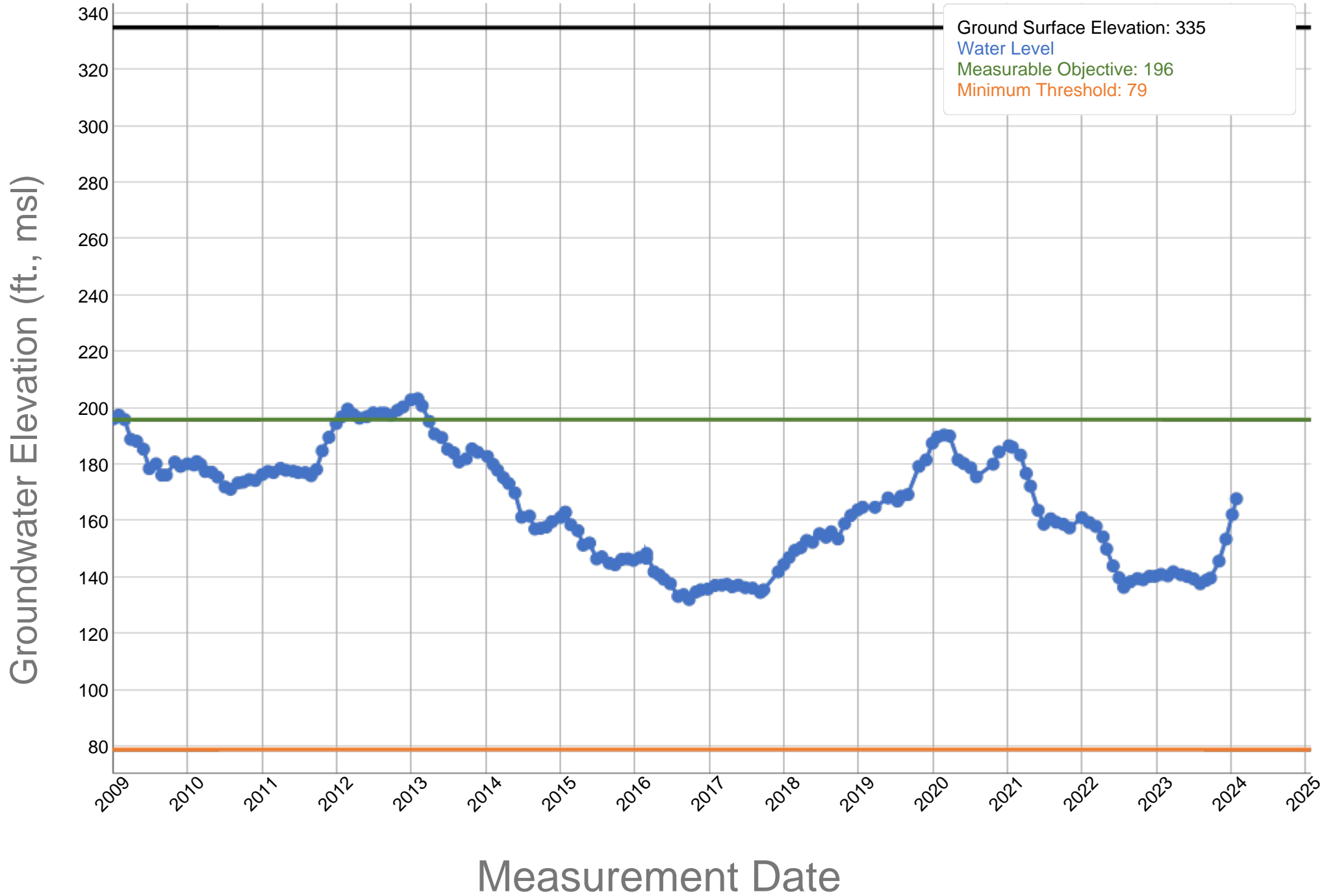
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

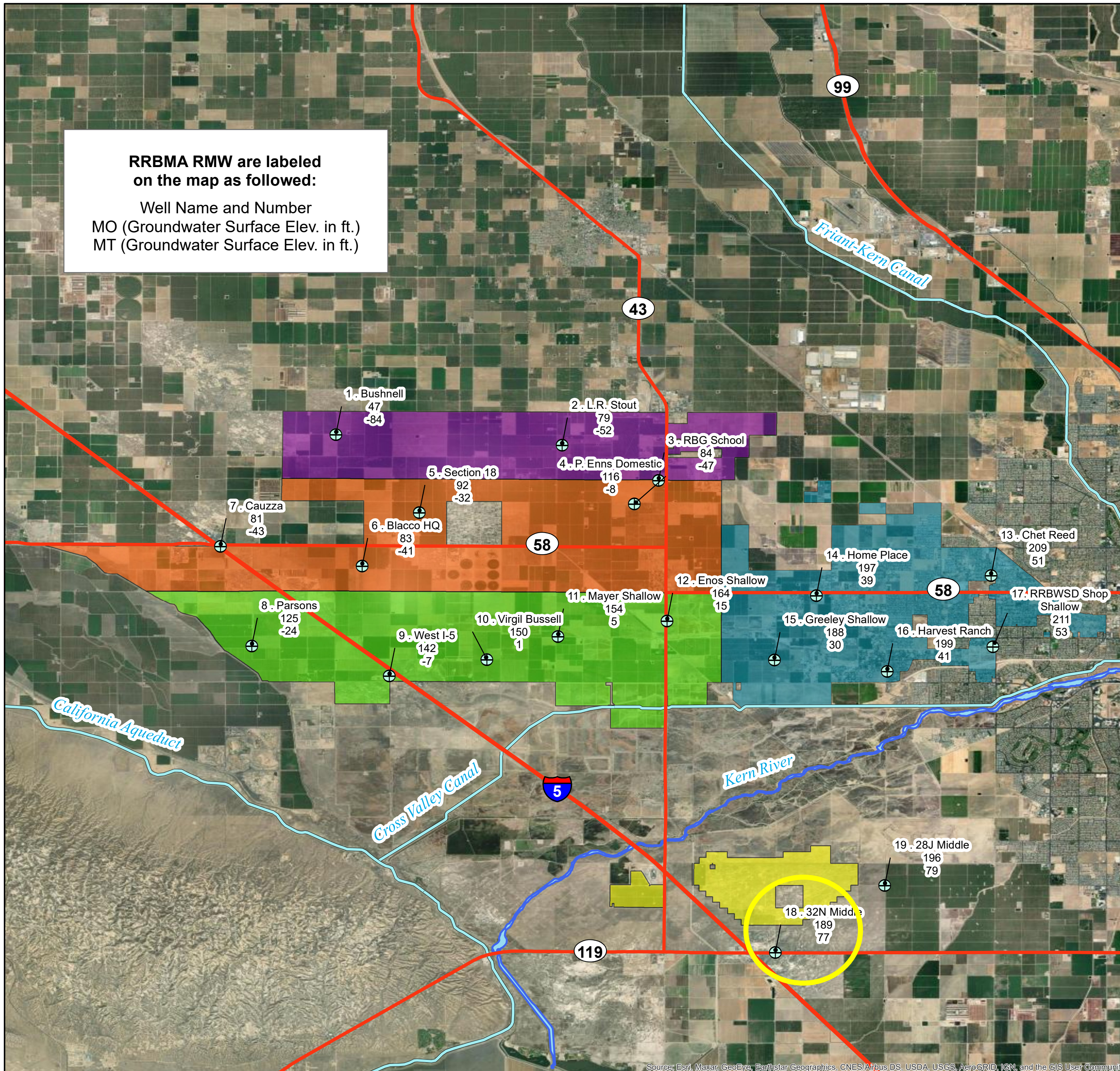


# Rosedale-Rio Bravo Water Storage District - 28J Triple - 352889N1191814W001





# RRBMA Monitoring Areas - RMW Water Level MOs and MTs



**Legend**

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

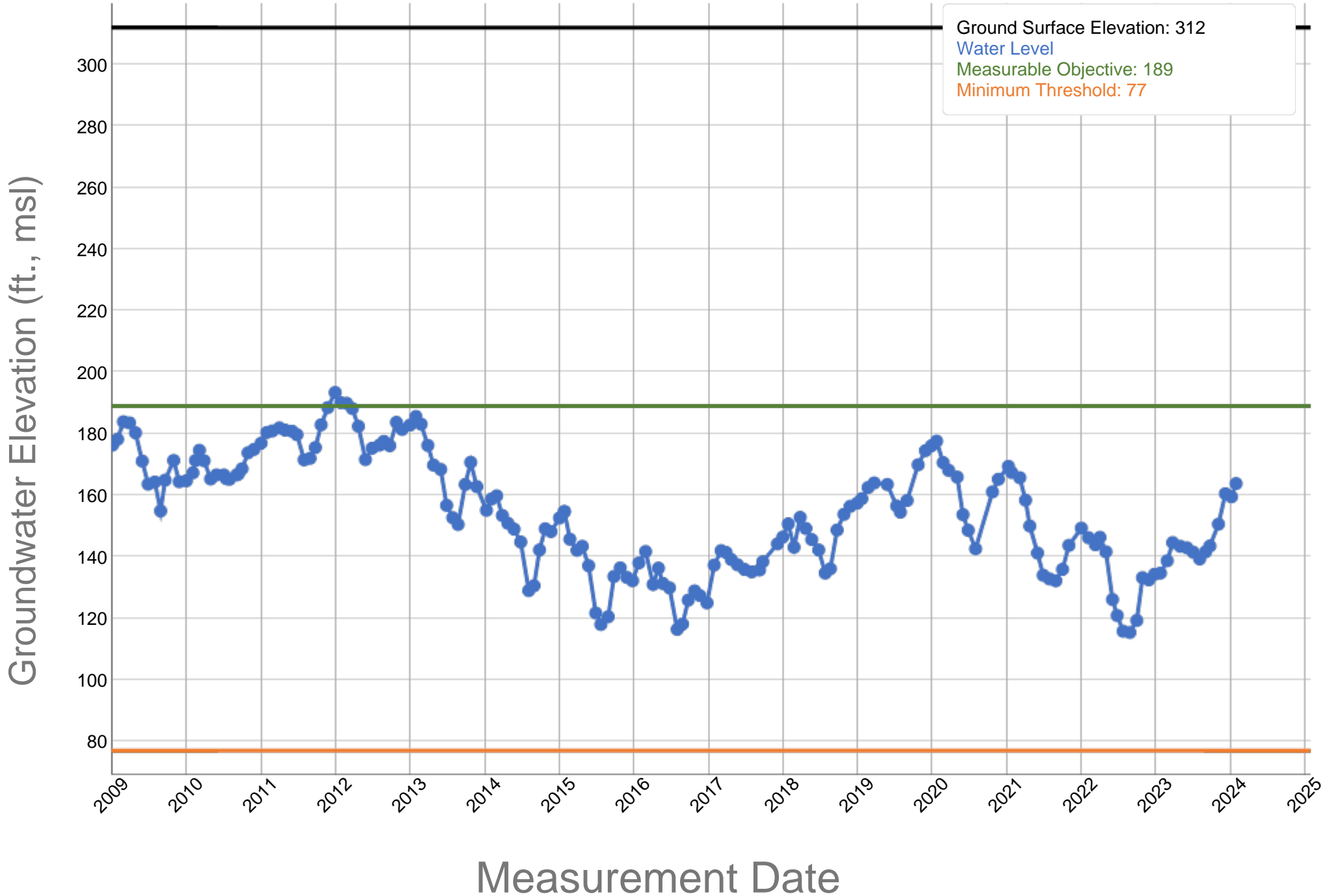
*RMW = Representative Monitoring Well  
 MO = Measurable Objective  
 MT = Minimum Threshold*



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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









TO: Rosedale-Rio Bravo Water Storage District Board of Directors  
Agenda Item 4.c

FROM: Zach Smith

DATE: February 13, 2024

RE: Maintenance Report

**Discussion:**

Staff worked on various maintenance items throughout the District in January. Specifically:

- Preemergent application continued (Wes Selvidge Basins, East Allen, and channel)
- Backhoe and dozer used to push material out of channel west of Allen.
- Staff cleared trees from right-of-way along channel west of Heath Road.
- Tractor with flail used to clean areas around Superior Basins.
- Backhoe used to repair minimal leaks and reshape levees throughout District.
- Staff completed monthly cleaning of electrical panels on recovery wells.
- Field staff attended Kern County Farm Bureau Annual Spray Safe event.

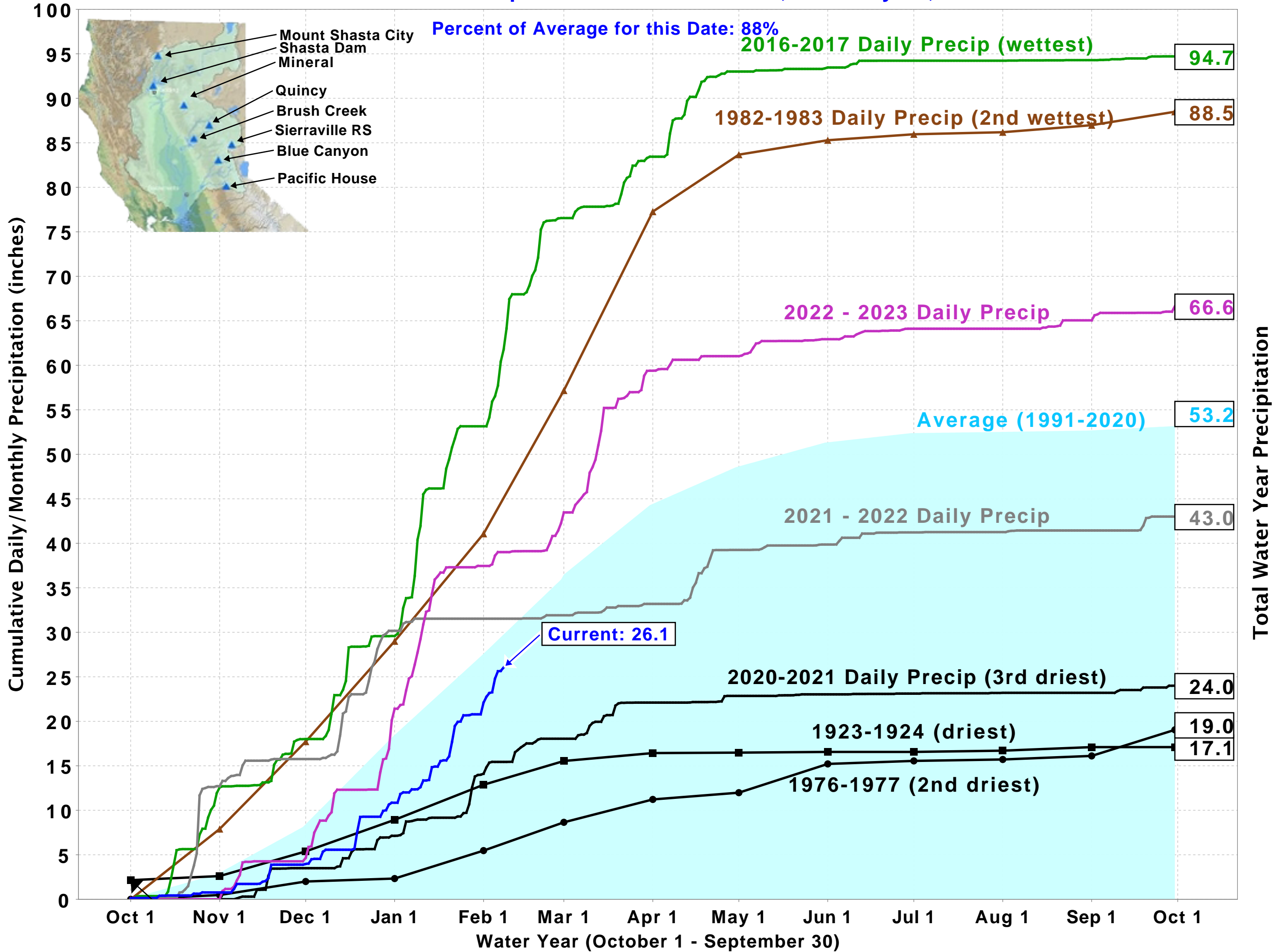






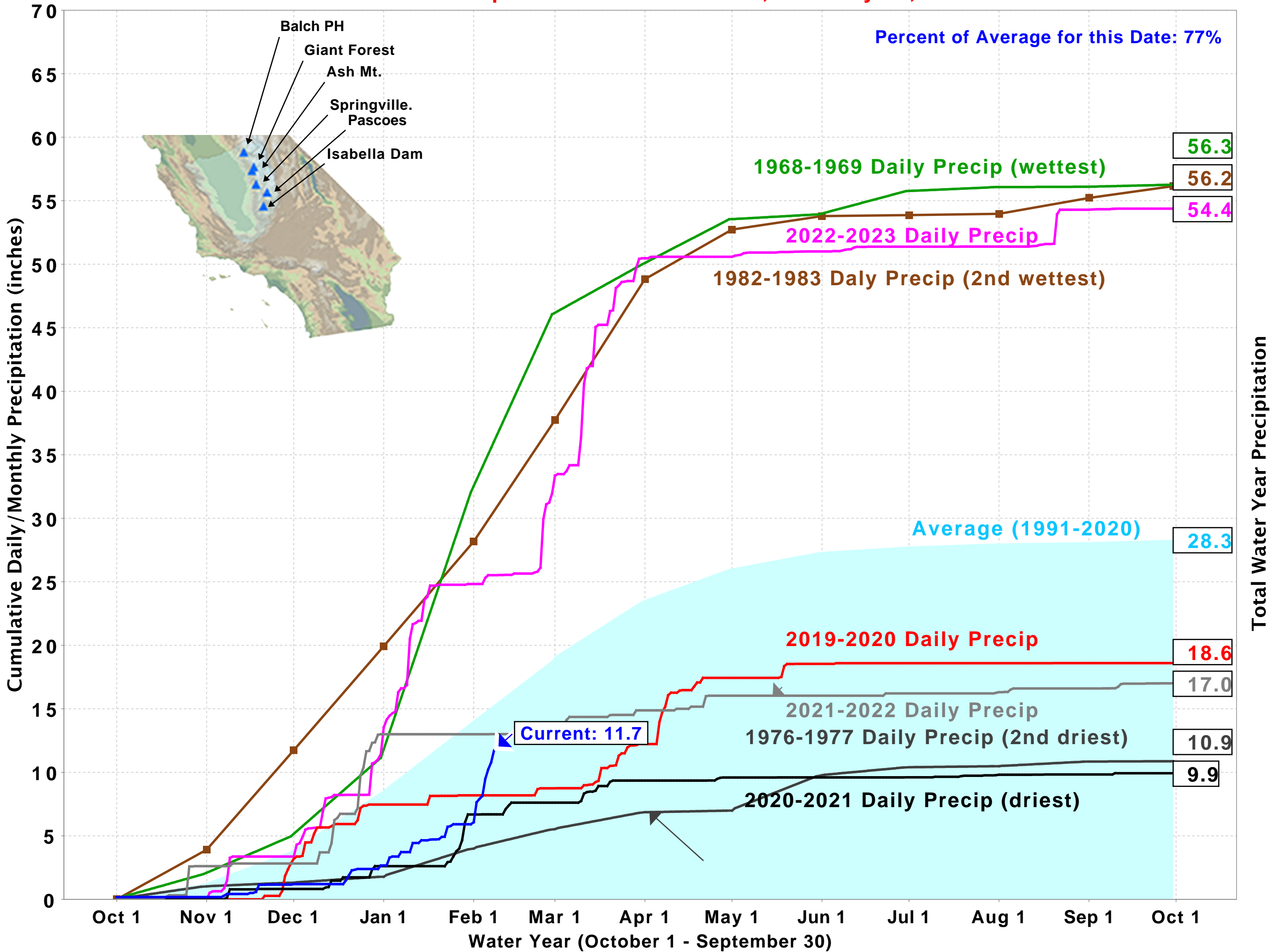


# Northern Sierra Precipitation: 8-Station Index, February 08, 2024



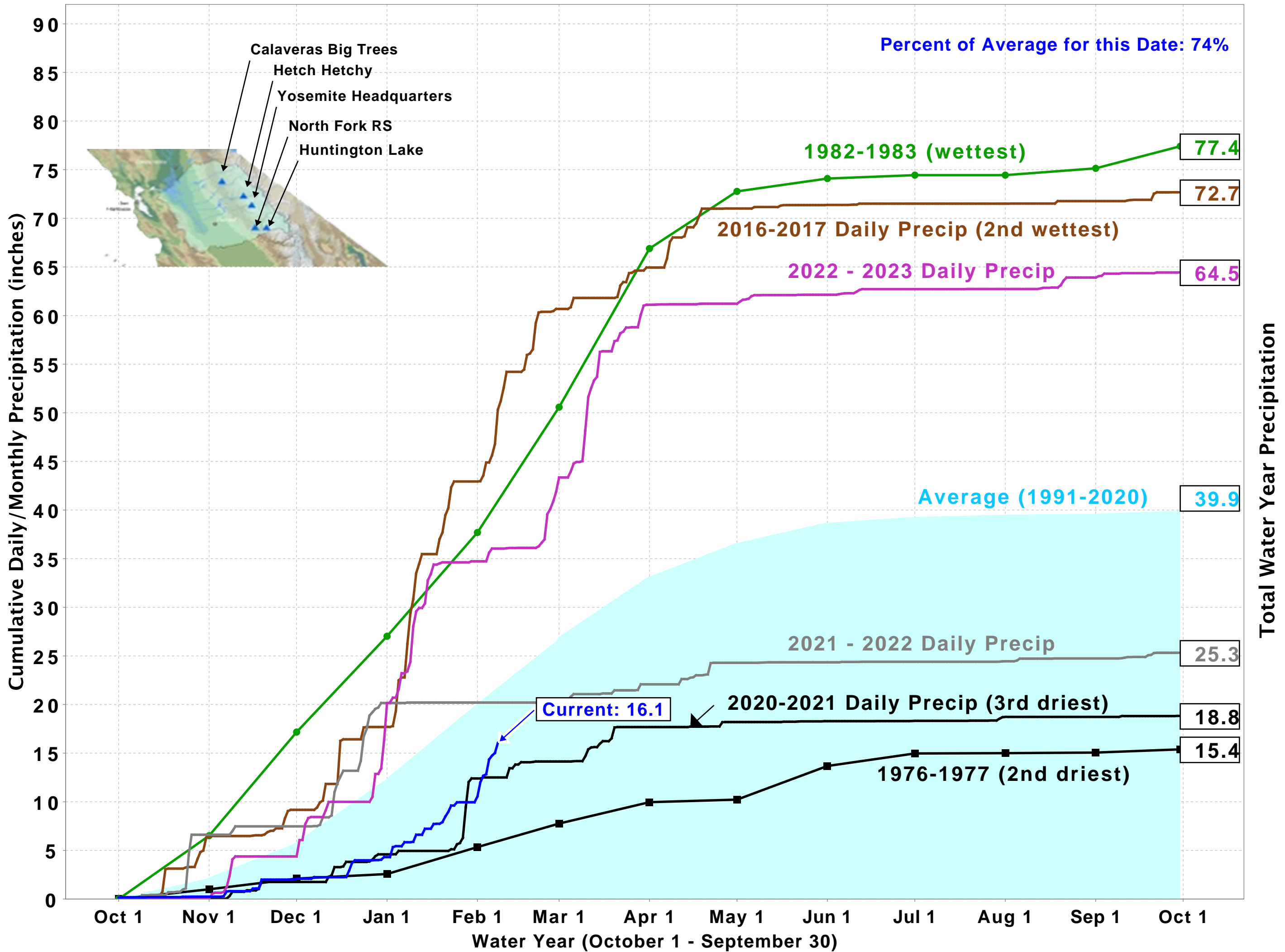


# Tulare Basin Precipitation: 6-Station Index, February 08, 2024



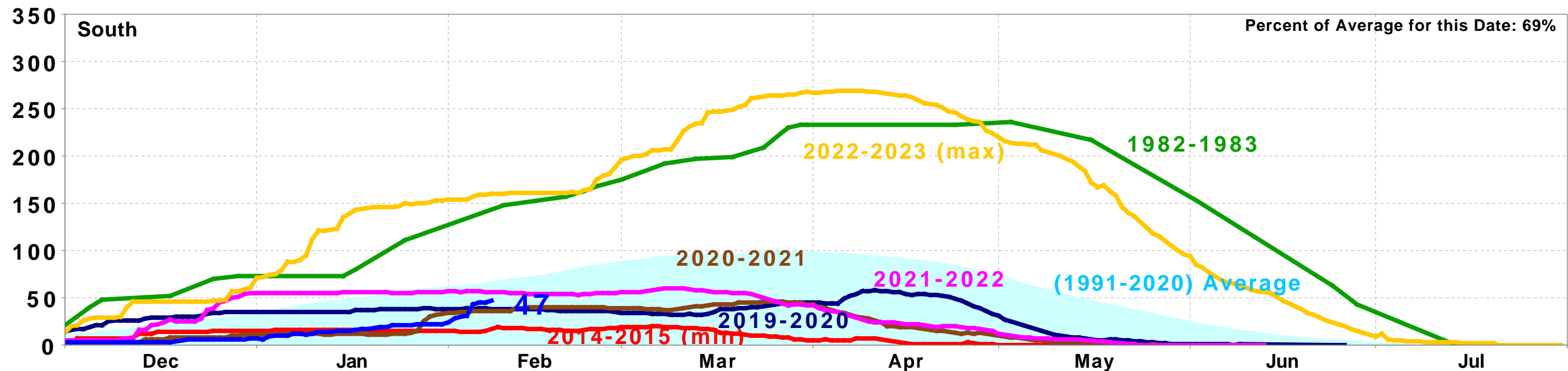
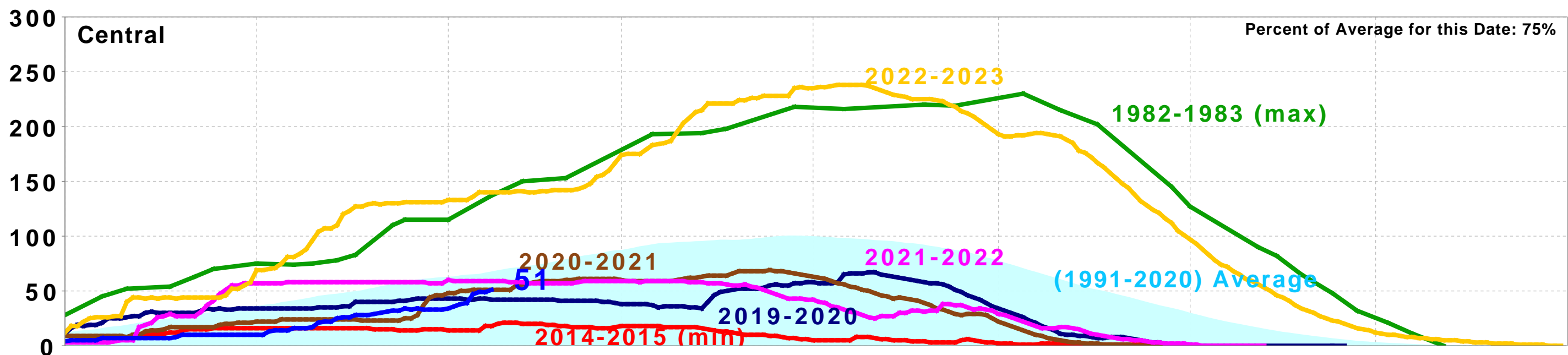
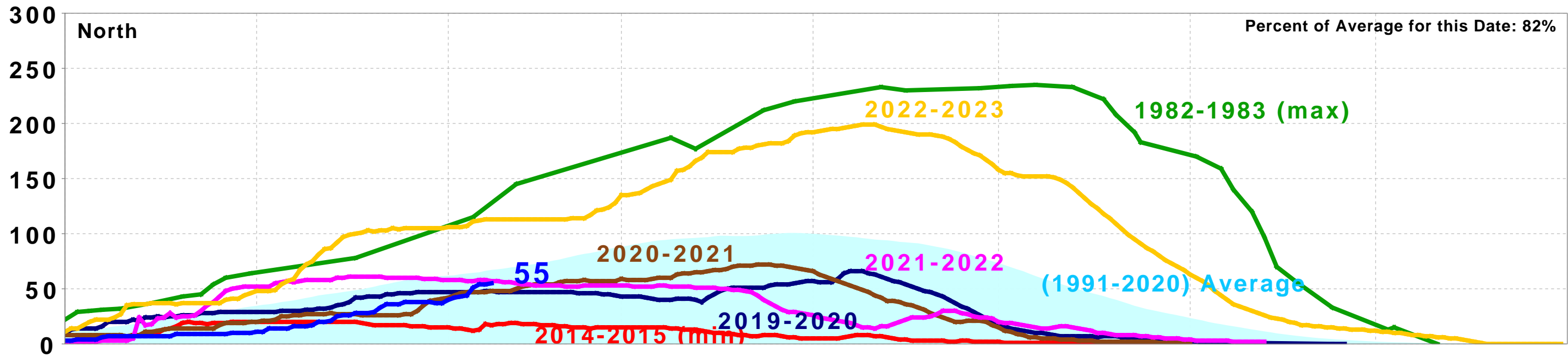


# San Joaquin Precipitation: 5-Station Index, February 08, 2024





# California Snow Water Content, February 8, 2024, Percent of April 1 Average



Statewide Percent of April 1: 51%

Statewide Percent of Average for Date: 75%



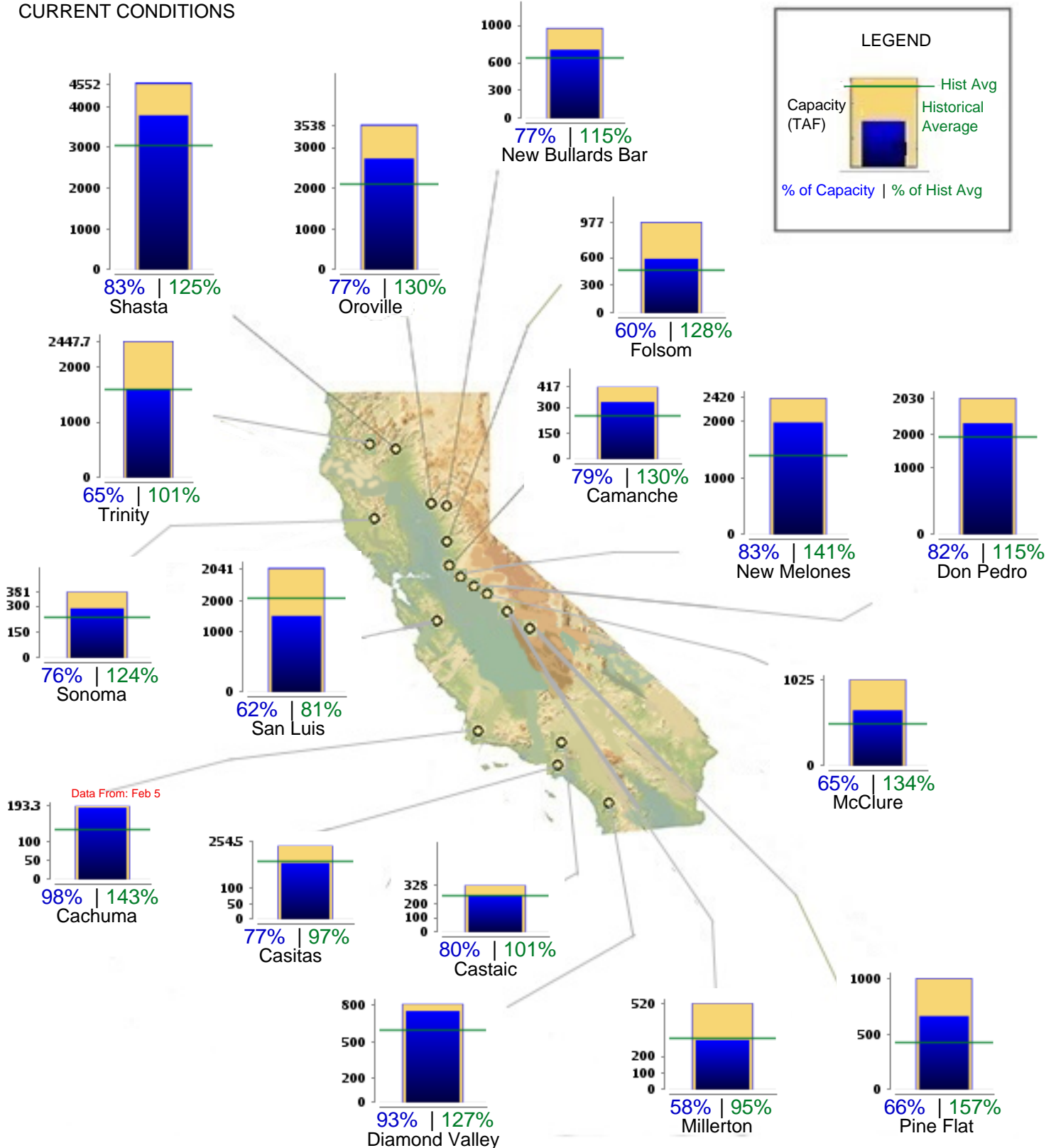


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - February 7, 2024

### CURRENT CONDITIONS





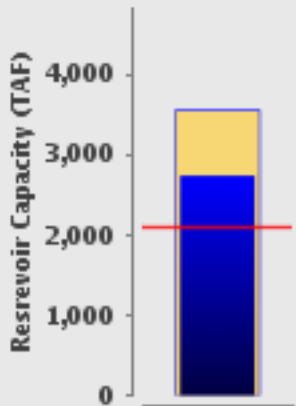


# CURRENT RESERVOIR CONDITIONS



## Lake Oroville Conditions

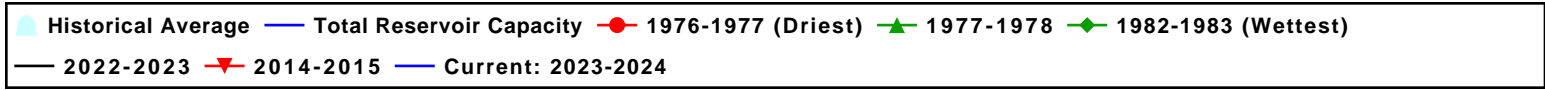
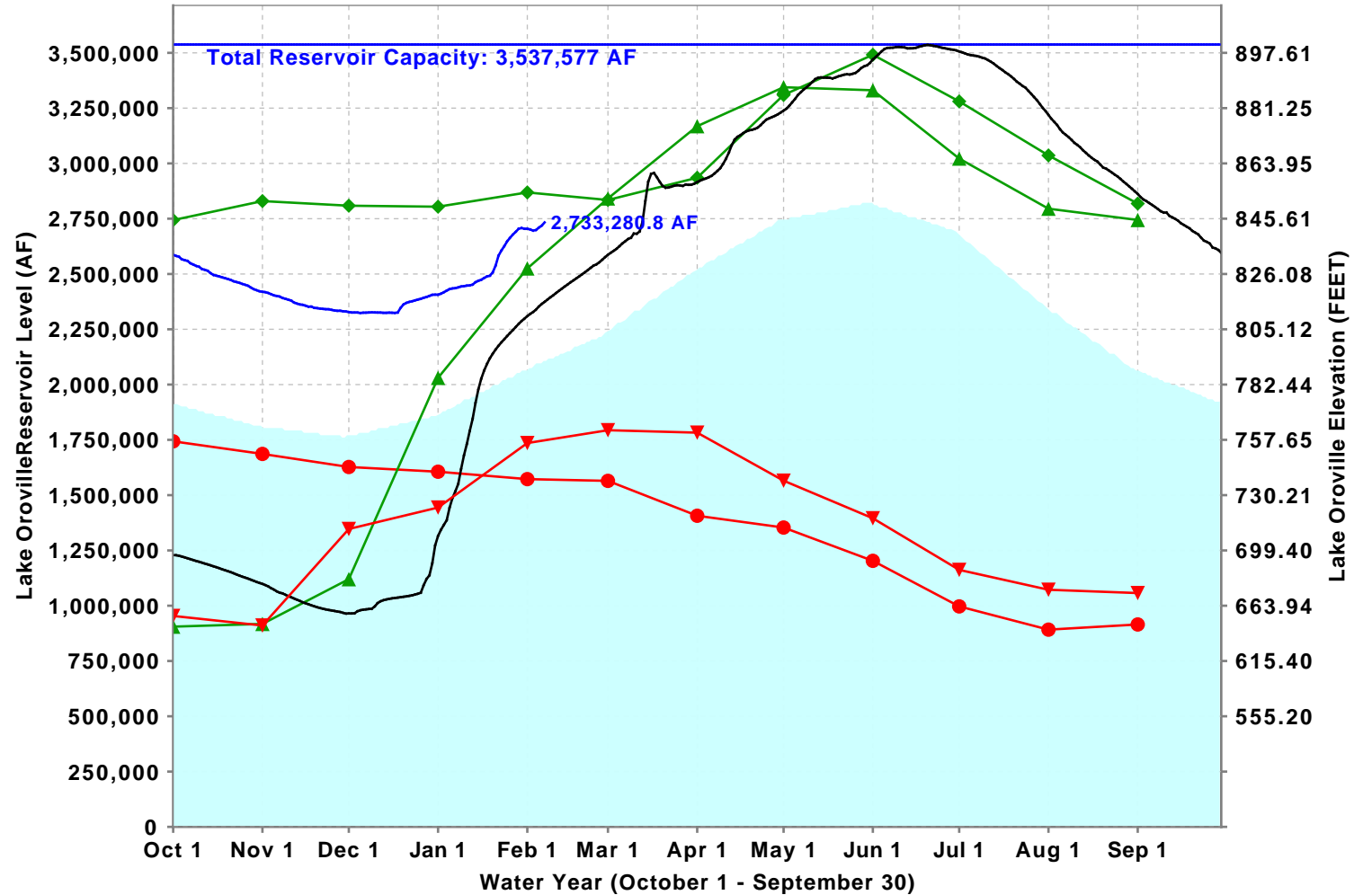
(as of Midnight - February 7, 2024)



Current Level: 2,733,280.8 AF

77% (Total Capacity) | 130% (Historical Avg.)

Lake Oroville Levels: Various Past Water Years and Current Water Year, Ending At Midnight February 7, 2024





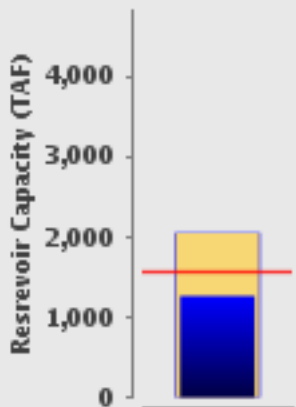


# CURRENT RESERVOIR CONDITONS



## San Luis Res Conditions

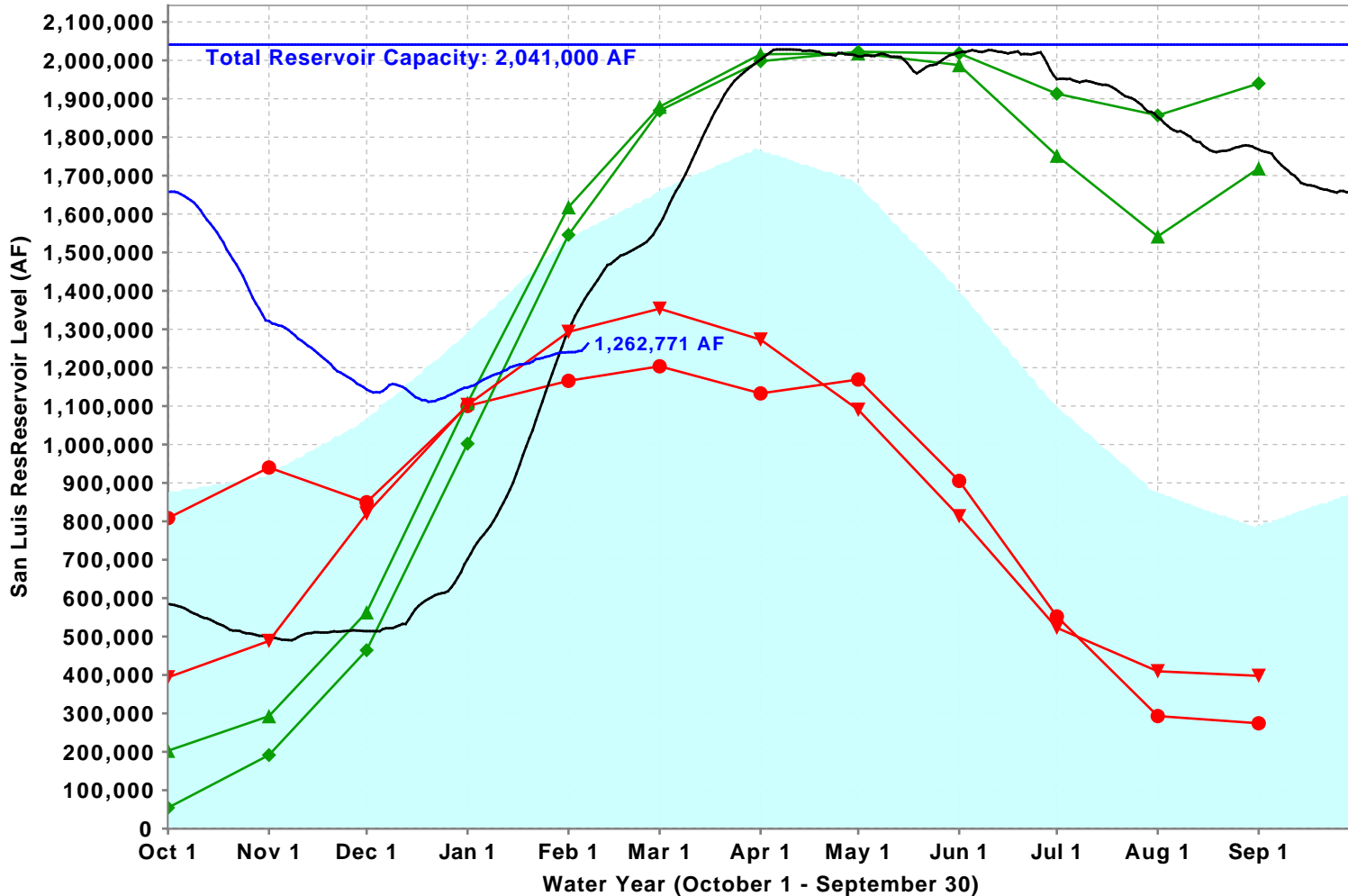
(as of Midnight - February 7, 2024)



Current Level: 1,262,771 AF

62% (Total Capacity) | 81% (Historical Avg.)

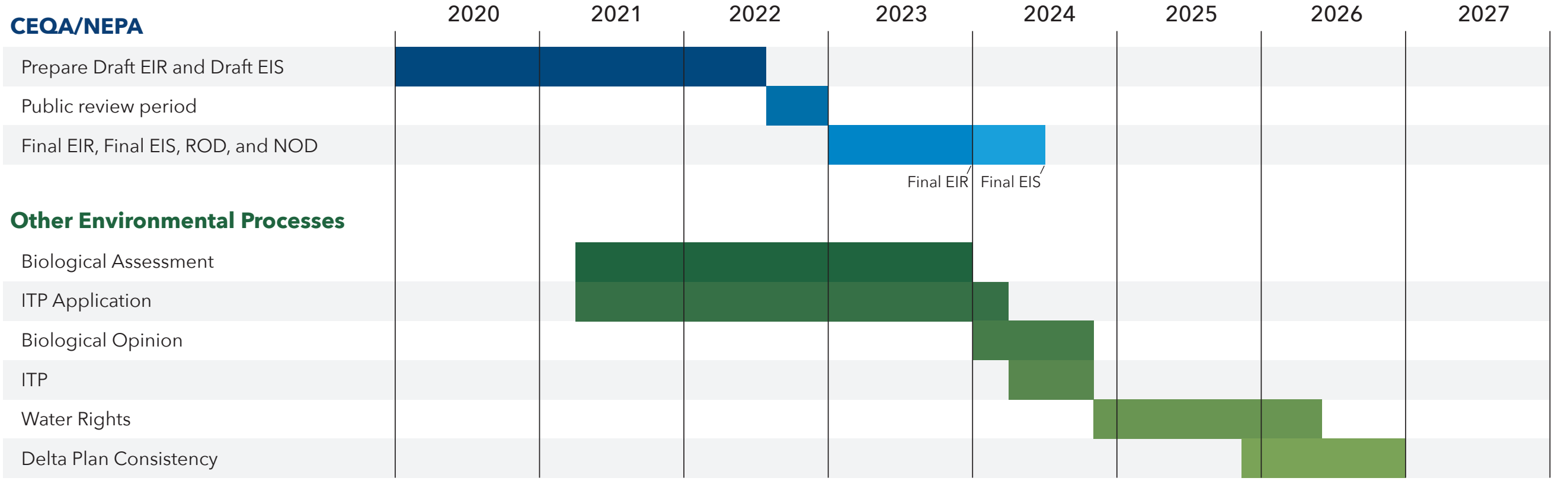
San Luis Res Levels: Various Past Water Years and Current Water Year, Ending At Midnight February 7, 2024



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



# Delta Conveyance Project Planned Schedule







# KERN COUNTY WATER AGENCY

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

## Notice of BOARD OF DIRECTORS MEETING

January 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. Three potential suits
  - 3. Conference with Real Property Negotiator (Government Code section 54956.8):
    - a. Negotiator: Improvement District No. 4 Manager  
Property: Various  
Parties: KWBA and Various Property Owners  
Under Negotiation: Price and Terms
- III. Election of Kern County Water Agency Board Officers and Appointment of Board Secretaries
  - IV. Directors’ Forum
  - V. 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.
  - VI. Minutes of Board Meetings and Committee Meetings –
 

Regular Board Meeting	December 20, 2023
-----------------------	-------------------
  - VII. Report of the General Manager



VIII. Advisory Committee Reports

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

IX. 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**

- 1. Report of the Administrative Operations Manager
- 2. Payment of the Bills
- 3. Financial Report
- 4. Treasury Report
- 5. Adoption of the Annual Schedule of Regular Kern County Water Agency Board Meetings
- 6. Consideration of Consent to the Sale of Certain Tax-Defaulted Properties by the Kern County Treasurer-Tax Collector
- 7. Consideration of Casting a Ballot for Representatives to the California Farm Water Coalition Board of Directors

B. **POLICY COMMITTEE**

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

C. **WATER RESOURCES COMMITTEE**

- 1. Report of the Water Resources Manager
- 2. Report on the State Water Contractors Board Meetings
- 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



5. Authorization to Enter into a Temporary Water Service Contract with the U.S. Bureau of Reclamation for Section 215 Water for Water Year 2024
6. Report on the Kern Groundwater Authority Meeting
7. Report on the Kern River

**D. WATER MANAGEMENT COMMITTEE**

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 2023 Water Operations
3. Authorization to Retain a Groundwater Sustainability Plan Consultant for the Kern Subbasin Cost Sharing Agreement for Revising Groundwater Sustainability Plans
4. Appointment of the Improvement District No. 3 Advisory Committee Members
5. Authorization to Execute the Annual Grazing Leases for Kern County Water Agency Properties
6. Report on Kern Water Bank Activities

**E. CROSS VALLEY CANAL COMMITTEE**

1. Report of the Water Resources Manager
  - a. Update on Cross Valley Canal Construction/Maintenance Projects
  - b. Update on Pioneer Inlet Improvements Project
2. Report on Cross Valley Canal Operations and Deliveries
3. Authorization to Execute a Reimbursement Agreement with Pacific Gas and Electric Company for Design and Review of Pipeline L-300B Replacement Crossing of the Cross Valley Canal

**F. URBAN BAKERSFIELD COMMITTEE**

1. Report of the Improvement District No. 4 Manager
  - a. Report on the Kern River Groundwater Sustainability Agency Meeting
2. Authorization to Approve 2024 Water Transfers, Exchanges, and Purchases for Improvement District No. 4



3. Water Supply Report
  - a. Report on the Improvement District No. 4 2023 Water Supply and Management Plan
  - b. Report on the Improvement District No. 4 2024 Water Supply and Management Plan
4. Report on the Henry C. Garnett Water Purification Plant
  - a. Authorization to Execute a Contract for Herbicide Application Services
  - b. Ratification of the Kern County Water Agency Contract for the Temperature Equalization Pond Temporary Pumps and Pipeline MC2024-03
  - c. Authorization to Execute Amendment No. 1 to the Kern County Water Agency Contract for the Temperature Equalization Pond Temporary Pumps and Pipeline MC2024-03

X. Correspondence

XI. Brief Report on Potential New Business

XII. 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 January 19, 2024.

  
\_\_\_\_\_  
Stephanie N. Prince, 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.



**BEFORE THE BOARD OF DIRECTORS  
OF  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT**

**RESOLUTION No. 539**

WHEREAS, Wes Selvidge has provided exceptional leadership and guidance while serving on the Board of Directors (“Board”) for the Rosedale-Rio Bravo Water Storage District (“ROSEDALE”) from 1976-2011; and

WHEREAS, Mr. Selvidge was born August 8, 1942 to parents E.J. and Frances Selvidge; spent most of his early years on the family ranch with brother J.B. and sister Tracy Ann; attended elementary school at Wildwood School and Buttonwillow Grammar School; attended Wasco High School; Bakersfield College; and graduated from California Polytechnic State University, San Luis Obispo with a Bachelor of Science degree in Animal Husbandry in 1965; and

WHEREAS, Mr. Selvidge married Janet on June 20, 1964 and began their family with the birth of daughter Andrea Suzanne in 1971 and son Jason Wesley in 1972; expanding their family with the marriage of Andrea to Walt, who bring grandsons Owen and Zach; and Son Jason and his wife Mia bringing grandsons John and Clay to the Selvidge family; and

WHEREAS, Mr. Selvidge has worked on and helped manage the family ranch (Buttonwillow Land and Cattle Company), which has been in operation since 1862, shortly after graduating college; developing an appreciation for the importance for a reliable water supply, an understanding of farming practices and developing considerable skill in the operations and management of a large, complex and diverse agribusiness operation; and

WHEREAS, in 1976 Mr. Selvidge joined ROSEDALE as a Board member and in 1983, with the retirement of Paul Enns, assumed the position of Board President; worked diligently with other Board members to ensure a reliable water supply and to mitigate reductions in surface supplies and the increasing cost of water; developing and supporting the creation of water banking and sales programs which maximize existing facilities and provide for the acquisition of additional facilities; demonstrating exceptional vision by providing solutions to complex issues and good water management policy for ROSEDALE and the local water community; and

WHEREAS, in 2011 ROSEDALE honored Mr. Selvidge with Resolution No. 433 recognizing his thirty-five years of dedicated service to ROSEDALE, the landowners which it serves and the water community of Kern County; and

WHEREAS, in 2016 ROSEDALE again honored Mr. Selvidge with the naming of groundwater recharge facilities in the vicinity of Allen Road as the “Wes Selvidge Groundwater Banking Facility”; and

WHEREAS, in 2023 the residents of Kern County lost a farming and water leader of impeccable character and foresight; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Rosedale-Rio Bravo Water Storage District hereby once again recognizes and presents to the family of Mr. Wes Selvidge the WATER LEGACY AWARD for his outstanding leadership and his thirty-five years of dedicated service to ROSEDALE, the landowners which it serves, and the water community of Kern County; and

BE IT FURTHER RESOLVED, that the Board of Directors and staff of the Rosedale-Rio Bravo Water Storage District extend heartfelt condolences and prayers to, his wife Janet, son Jason, daughter Andrea, and his entire family.

**Other Authorized Action.** The District’s staff and counsel are authorized and directed to take all necessary and reasonable actions to effectuate the purpose and intent of this resolution.

**All the foregoing**, being on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, is PASSED, APPROVED AND ADOPTED on this 13<sup>th</sup> day of February, 2024, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**I HEREBY CERTIFY** that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on the 13<sup>th</sup> day of February, 2024.

**WITNESS** my hand and seal of the Board of Directors this 13<sup>th</sup> day of February, 2024.

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

\_\_\_\_\_  
Board of Directors, President

Attest:

\_\_\_\_\_  
Board of Directors, Secretary



## 2024 Appointment of Board Committees

1. **Finance/Budget/Compensation Committee** (Review annual audit/budgets) – currently appointed
  - Director Watts and Director Millwee
- ~~2. **Water Management Committee** (Review water management/exchange programs) – currently appointed~~
  - ~~• Director Selvidge and Director Watts (Effective 08/11/2020 Prior Pierucci/Millwee)~~
- ~~3. **Water Management Ad Hoc Committee**~~
  - ~~• Director Pierucci and Director Millwee~~
- ~~3a. **Emergency Water Supply Ad Hoc Committee**~~
  - ~~○ Director Millwee and Director Watts~~
- ~~4. **Property Management Committee** – currently appointed~~
  - ~~• Director Unruh and Director Selvidge~~
- ~~5. **Policy Committee** (District Policy, Personnel Issues, KCWA Issues, etc.) – currently appointed~~
  - ~~• Director Pierucci and Director Selvidge~~
- ~~6. **Board Member – Kern Groundwater Authority** – currently appointed~~
  - ~~• Director Unruh (District Rep) & Director Selvidge (Alternate)~~
- 7.2. Sustainable Groundwater Management Act Committee** (For RRB-work with staff to evaluate and develop recommendations for consideration to full Board) - currently appointed
  - Director Unruh & Director Selvidge
- ~~8. **White Area Committee** (Investigate options for management of and cooperation with “White Areas” inside and adjacent to Rosedale’s boundaries) – currently appointed~~
  - ~~• Director Pierucci & Director Unruh~~
- 9.3. Landowner Banking Policy Committee**
  - Director Selvidge and Director Watts
- ~~10. **Compensation Committee**~~
  - ~~• Director Pierucci and Director Unruh~~





FEBRUARY 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 # 1 OBJECTIVES	PRIORITY	STATUS	OWNER
Determine who should be the point person for each partnership.	HIGH	COMPLETE	Dan Trent
Being intentional and thorough about developing relationships.	HIGH	IN PROGRESS	Board Staff
Meet regularly to collaborate on common goals and to get to know our partners personally.	MEDIUM	IN PROGRESS	Board Staff
Be transparent yet strategic.	HIGH	IN PROGRESS	Board Staff



VIDEO: How to find Depth to Water Data

### Subscribe to the Rosedale Recap!

Join the Rosedale Recap! Our bi-monthly newsletter is a transparent source of updates on water charges, ongoing projects, initiatives, and the effects of the Sustainable Groundwater Management Act (SGMA). Stay connected with regular notifications about upcoming meetings and significant happenings. Engage with us, subscribe, and stay informed about water management.

### Subscribe to our Rosedale Recap Newsletter!

\* indicates required

Email Address \*

First Name

Last Name

Subscribe



[View this email in your browser](#)



## **WELCOME TO THE ROSEDALE RECAP!**

Join the Rosedale-Rio Bravo Water Storage District community, where our collective focus lies in safeguarding our most precious resource - water. We work together as responsible stewards of water and provide steadfast support for all your water-related concerns. Our bi-monthly newsletter serves as a transparent source of updates on water charges, ongoing projects, initiatives, and the effects of the Sustainable Groundwater Management Act (SGMA). Stay connected with immediate notifications about upcoming



meetings and significant happenings. Engage with us, subscribe, and stay informed about water management.

[EXPLORE NOW](#)

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BUILDING A SUSTAINABLE WATER SUPPLY TO HELP OUR COMMUNITY THRIVE

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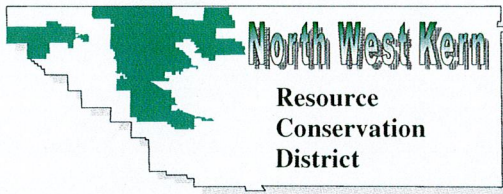
*Copyright (C) 2024 Rosedale-Rio Bravo Water Storage District. All rights reserved.*

Our mailing address is:  
849 Allen Road  
Bakersfield, CA 93314

Want to change how you receive these emails?  
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**North West Kern Resource Conservation District**

5080 California Ave. #150  
Bakersfield, CA 93309  
(661) 281-2746  
(844) 206-6892 fax

*Board of Directors*  
**GABRIEL GIESICK**  
*President*

*JIM GRUNDT*  
*Vice President*

*BRYAN BONE*  
*Secretary – Treasurer*

*CRAIG FULWYLER*  
*Director*

*DON PALLA*  
*Director*

*JOHN RUSSELL*  
*Director*

*JOHN GEBHARDT*  
*Director*

*BRAD KROEKER*  
*Associate Director*

*BRIAN HOCKETT*  
*District Manager*

*BETH HILBE*  
*Assistant Manager*

January 3, 2024

Dan Bartel, District Manager  
Rosedale-Rio Bravo Water Storage District  
P.O. Box 867  
Bakersfield, CA 93302-0867

Dear Dan,

The RCD is again seeking your financial support to maintain this vital program for the water users in your area. With the current water conservation plans that are required of various districts, the Mobile Lab has helped to fulfill the technical aspect of those plans.

We are asking the Rosedale-Rio Bravo Water Storage District to again contribute \$2,000.00 to the work of the Mobile Lab for the coming year. This will help the district in the day-to-day financial obligations that we are faced with in the operation of the lab.

This year will also include a change in leadership for the North West Kern Resource Conservation District. After 36 years of service to the RCD, Brian will be retiring at the end of March 2024. To fill that void, Beth Hilbe was hired in June as the new Assistant Manager. Beth has been transitioning into the District Manager role and looks forward to working with the district.

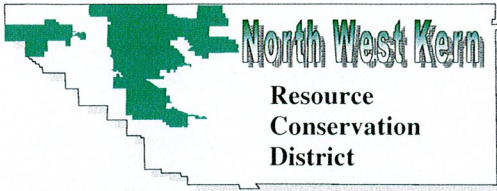
Thank you for your participation in this program.

Sincerely,

Brian W. Hockett, District Manager

K. Beth Hilbe, Assistant Manager





**North West Kern Resource Conservation District**

5080 California Ave. #150  
Bakersfield, CA 93309  
(661) 281-2746  
(844) 206-6892 fax

January 2, 2024

*Board of Directors*  
GABRIEL GIESICK  
President

JIM GRUNDT  
Vice President

BRYAN BONE  
Secretary – Treasurer

CRAIG FULWYLER  
Director

DON PALLA  
Director

JOHN RUSSELL  
Director

JOHN GEBHARDT  
Director

BRAD KROEKER  
Associate Director

BRIAN HOCKETT  
District Manager

BETH HILBE  
Assistant Manager

Dan Bartel, General Manager  
Rosedale-Rio Bravo Water Storage District  
P.O. Box 867  
Bakersfield, CA 93302-0867

Dear Dan,

Enclosed is a copy of the annual report for the North West Kern Resource Conservation District. The period covered is from January 1, 2023, through December 31, 2023.

The following table summarizes the evaluations that were conducted by the Mobile Irrigation Lab in the Rosedale-Rio Bravo WSD during the 2023 irrigation season.

Table 1. 2023 irrigation season

<b>Grower</b>	<b>System Type</b>	<b>Crop</b>	<b>Acres</b>	<b>DU</b>
Hein Ranch Co.	Micro/drip	almonds	302.8	98
Hein Ranch Co.	Micro/drip	grapes	23	92
Hein Ranch Co.	Micro/drip	almonds	20	96
Illume Agriculture	Micro/drip	grapes	214.14	92
Diamond M Farms	Micro/drip	tomatoes	72	60
<b>Total Acres</b>			<b>631.94</b>	

The North West Kern RCD would like to thank the Rosedale-Rio Bravo WSD for their participation in the Mobile Lab program. We look forward to working with the landowners in your district in the upcoming season.

Sincerely,

Brian W. Hockett, District Manager



2023  
Annual Report  
of the  
North West Kern  
Resource Conservation District



# 2023 ANNUAL REPORT

*of the*

**NORTH WEST KERN**

**RESOURCE CONSERVATION DISTRICT**

*5080 California Avenue, Suite #150*

*Bakersfield, CA 93309*

## **DISTRICT DIRECTORS**

President	- <i>Gabriel Giesick</i>
Vice-President	- <i>Jim Grundt</i>
Secty-Treasurer	- <i>Bryan Bone</i>
Director	- <i>Craig Fulwyler</i>
Director	- <i>John Gebhardt</i>
Director	- <i>Don Palla</i>
Director	- <i>John Russell</i>
Associate Director	- <i>Brad Kroeker</i>

## **DISTRICT EMPLOYEES**

District Manager	- <i>Brian Hockett</i>
Assistant Manager	- <i>Beth Hilbe</i>
Irrigation Technician	- <i>Caden Viss</i>

## **NATURAL RESOURCES CONSERVATION SERVICE PERSONNEL**

District Conservationist	- <i>Amy Rocha</i>
Soil Conservationist	- <i>Emmanuel Hinojosa</i>
Soil Conservationist	- <i>Breana Garcia</i>
Civil Engineer	- <i>Adriana Chavez</i>
WRP Engineer	- <i>Jose Lule</i>
Farm Bill Assistant	- <i>Ashanti Robertson</i>
Biologist – Amer. Bird Cons.	- <i>Bailey Friedman</i>



## **GENERAL INFORMATION**

The North West Kern Resource Conservation District (RCD) has pursued the goals of the District's Long-Range Work Plan throughout the course of the year, emphasizing Irrigation Water Management (IWM). The boundaries of the RCD encompass a total of 744,800 acres, reaching as far west as the north western portion of Kern County, then along the county line east of Delano, and then almost as far south as Taft, with areas in between that are not included in the boundaries.

## **NEW EMPLOYEE**

After 36 years of service to the RCD, Brian will be retiring at the end of March 2024. To fill that void, Beth Hilbe was hired in June as the new Assistant Manager with the intent of taking the reins once Brian has left the building. Beth has an environmental background and is a good fit for the position as she will be dealing not only with field work doing irrigation evaluations, but also government agencies on the federal, state, and local level. This she has been doing and is transitioning well into the position.

## **ACKNOWLEDGMENT**

The Natural Resources Conservation Service (NRCS) aided the RCD through in-kind services, of which involved the usage of office space, information, materials within the office and office personnel.

## **MEETINGS**

1. Regular meetings of the RCD were held on the third Tuesday of the month.
2. Participated in steering committee meetings for the Poso Creek Integrated Regional Water Management Group on the 1<sup>st</sup> Tuesday of the month when available.
3. Attended meetings of the Semitropic Water Storage District.

## **COOPERATIVE EFFORTS**

1. Conducted thirteen evaluations in Madera County and four in Kern County at the request of the NRCS under the Environmental Quality Incentives Program (EQIP).

## **AGREEMENTS**

The RCD had two agreements ongoing, and a new one started.

1. Contribution Agreement No. NR239104XXXXC001 (\$52,500.00 for three years) dated October 1, 2022, through September 30, 2025.
2. The district has an agreement with the Almond Board of California for \$30,000.00 to work with almond growers in the San Joaquin Valley.
3. DWR grant through Cal Poly San Luis Obispo as a subcontractor. Subcontract No. 2024-10-48604. (\$322,500.00) dated August 15, 2023, through July 14, 2024.



**POSO CREEK**

The RCD continues to work with FEMA to restore the levees that were destroyed out near the Kern National Wildlife Refuge when flooding occurred in 2017 (Yes, that was a long time ago). The creek flooded again this year in March which has increased the number of repairs needed on the levees. The RCD continues to work with FEMA, California Department of Fish and Wildlife (CDFW) and Army Corp. of Engineers to repair the damages to the levees. Due to the weather, the creek bed was not dry enough to perform the repairs this summer.

**FUNDING**

The Mobile Lab is funded through a fee for service. Support from local water districts keeps this fee affordable. In addition, funding is received from the Natural Resources Conservation Service, as mentioned above under 'Agreements,' along with monies from the Almond Board of California.

Contributions from water districts to the Mobile Lab for the 2022-2023 fiscal year were as follows:

1. Semitropic WSD	\$	10,000.00
2. Arvin-Edison WSD	\$	6,000.00
3. North Kern Water Storage District	\$	6,000.00
4. Shafter-Wasco ID	\$	6,000.00
5. Belridge WSD	\$	5,000.00
6. Berrenda Mesa Water District	\$	5,000.00
7. Buena Vista Water Storage District	\$	2,500.00
8. Cawelo Water District	\$	5,000.00
9. Wheeler Ridge-Maricopa WSD	\$	5,000.00
10. Lost Hills Water District	\$	5,000.00
11. Kern Delta Water District	\$	4,000.00
12. Southern San Joaquin MUD	\$	4,000.00
13. Delano-Earlimart Irrigation District	\$	5,000.00
13. Henry Miller Water District	\$	2,500.00
14. Rosedale Rio-Bravo WSD	\$	2,000.00
15. Kern-Tulare Water District	\$	1,000.00
Total contributions -	\$	74,000.00



**MOBILE LAB PROGRAM  
ANNUAL PROGRESS REPORT**

For services performed from January 1, 2023 to December 31, 2023.

IRRIGATION SYSTEM EVALUATIONS

A total of 157 evaluations were conducted on 18,489 acres during the 2023 irrigation season, with 17 of these being conducted under the NRCS/EQIP Water Conservation program.

Table 1. Summary of evaluations conducted in 2023

System Type	Crop	Number of	Acres Evaluated	Average DU (%)
<b>Drip</b>	almonds	34	4616	89
	citrus	4	235	91
	grapes	29	2886	91
	pistachios	42	5395	89
	tomatoes	1	72	60
<b>Total</b>		<b>110</b>	<b>13205</b>	
<b>Micro Sprinkler</b>	almonds	18	4451	81
	citrus	26	459	80
	pistachios	3	375	73
<b>Total</b>		<b>47</b>	<b>5285</b>	

**OBSERVATIONS AND RECOMMENDATIONS**

**Micro-Irrigation Systems**

The main cause of non-uniformity during the irrigation season was due to a variation in system pressures. These variations were typically due to improperly set control valves, plugged hose screens and/or debris that had accumulated in the sub-mains and manifolds causing a reduction in pressure. By resetting valves and cleaning hose screens, most of the problems that occurred in these systems were corrected. With the removal of these problems, overall system uniformity improved dramatically, as shown through later tests.



Other observations and recommendations made during the season included:

1. Installation or replacement of flow meter – The flow meter is an indispensable management tool that can help to monitor the amount of water applied throughout the season. Also, checking the flow meter frequently can help to detect system problems. For example, a steady decline in flow rate may indicate pump wear or a drop in the water level of a well. A slight decline in flow rate can indicate emitter plugging as well.
2. Opening Flush-outs – Upon opening some of the manifold flush outs, it was discovered that the water was very dirty in some systems. Manifold flush-outs should be opened periodically to flush out silt and debris that was not removed by the filters. The frequency at which this should occur will depend on the quality of the irrigation water and the effectiveness of the filters.
3. Hose Flushing – Most water users were very good about flushing hose ends, but in some cases the water coming out the end of the hose was very dirty. With micro-irrigation systems, it is very important to periodically undo the ends of each individual line and flush the dirt and debris from it. If this is not done on a regular basis, the dirty water in the hoses can plug the emitters. Hoses should be flushed as often as necessary depending on the quality of the irrigation water.
4. Emitter Plugging – This was found to be a problem at numerous locations. With micro-irrigation systems, bacteria and algae can build up inside the hoses and emitters and may eventually cause plugging. This can be avoided by regularly injecting chlorine or acid into the system, or some type of material that will promote the breakdown of these clogging agents. Emitters can also be replaced where needed.
5. Hose Screens – Hose screens are valuable for removing large particles that may have escaped from the filter system. However, they can become plugged with algae or debris, thus reducing pressure to a given hose line, and thereby decreasing uniformity to the overall irrigation system. This was found to be the case in some situations throughout the irrigation season, but not as much as in the past as operators are taking out or not even including them in the installation of the system. Chlorine/acid injection can help to prevent this problem from occurring, however, hose screens should be checked periodically for clogging. If they are clogged, they can be rinsed clean or replaced. Not all systems have hose screens installed to avoid this potential plugging problem. Even in some of the older systems, the screens had been taken out.
6. Leaks – It is important that irrigation workers are aware of leaks due to damaged hoses, missing emitters, broken valves, leaky risers, etc. Even a small leak can reduce the pressure in a line and cause a non-uniform application of water. On several occasions, leaks were a contributing factor in the overall non-uniformity of the system. If the leaks are big enough, they can cause substantial water loss.
7. Different Emitter Types – Mixing emitters can adversely affect the distribution uniformity by applying different amounts of water to those plants with different



emitter sizes. Emitters are often mixed accidentally by irrigation workers when they come across a broken or plugged emitter in the field. When repairing these emitters,

they may sometimes substitute a different emitter type because it is the only one available at the time. It is essential in this situation to match the replacement emitter with the existing ones in the field to maintain the proper flow and uniformity of the irrigation system. Most of the time, there may be one additional type of emitter due to the above-mentioned situation. On various occasions however, there were several different emitter types in the field, leading to severe non-uniformity.

### **Preparing for the 2024 irrigation season**

As growers are getting ready for the upcoming season, the Mobile Lab will be available to assist them with their irrigation needs. Being an efficient irrigation water manager is essential in today's water environment, as we are faced with many water related challenges that will impact the way we do business in the future.

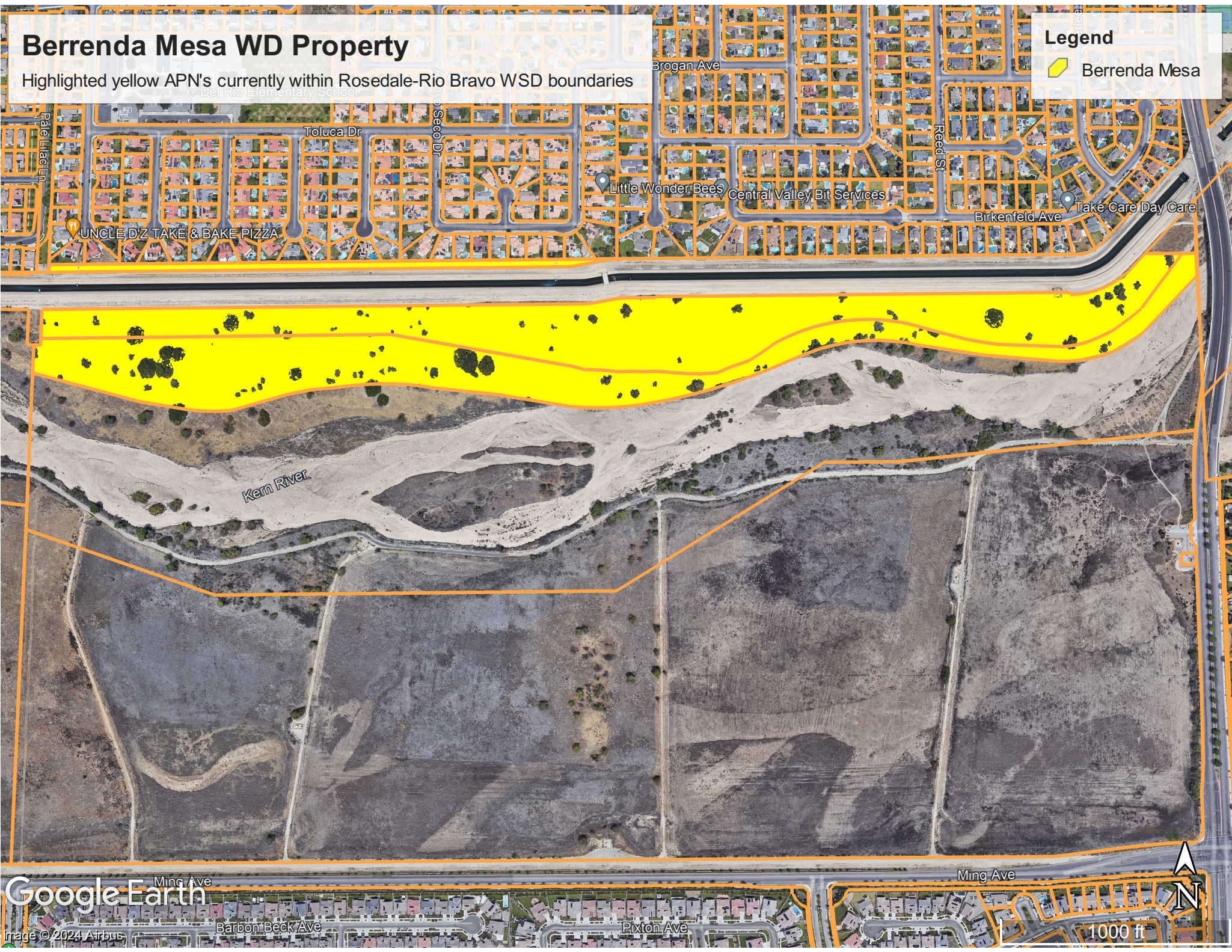


# Berrenda Mesa WD Property

Highlighted yellow APN's currently within Rosedale-Rio Bravo WSD boundaries

**Legend**

 Berrenda Mesa



Google Earth

Image © 2024 Airbus

1000 ft



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

FROM: Dan W. Bartel

DATE: February 13, 2024

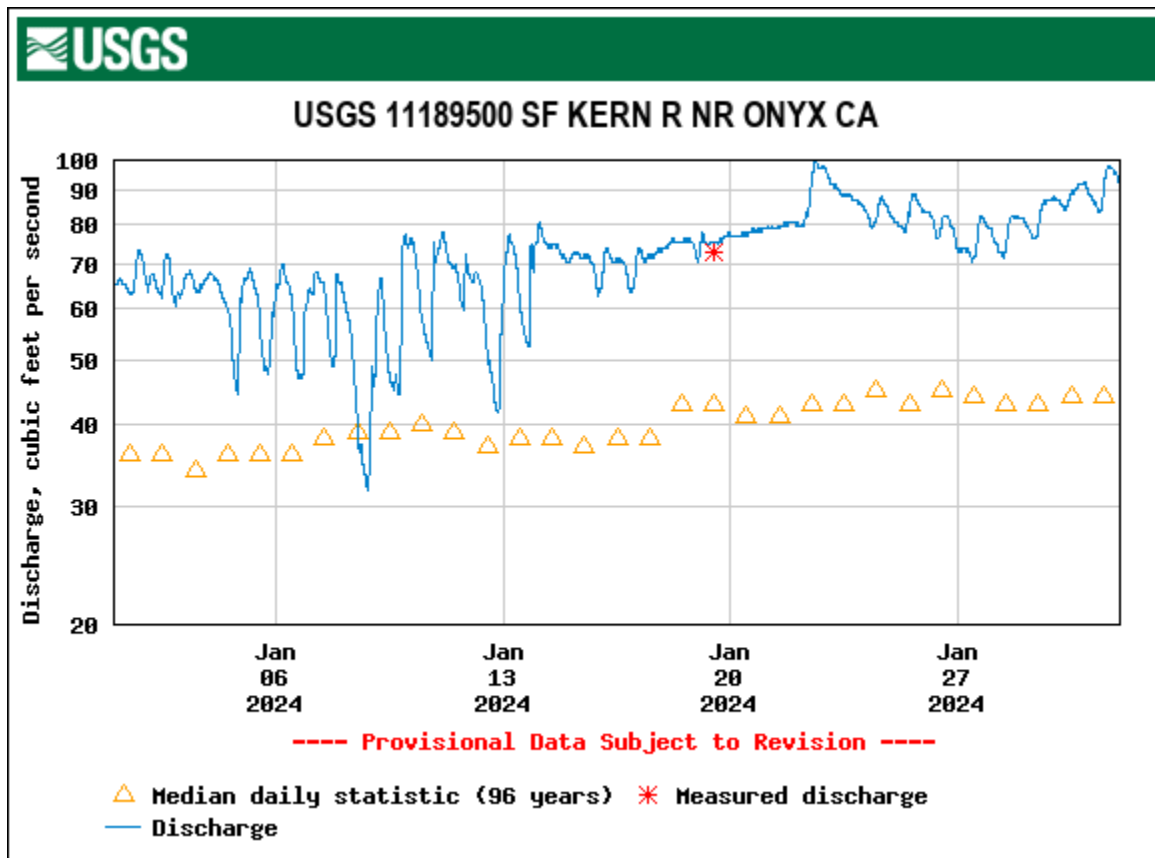
RE: Onyx Ranch Operations Report

**Discussion:**

Staff has:

- Continued operation of conveyance facilities
- Irrigation activities resumed on January 3 given dry winter conditions.
- Project flows were discontinued, and ag leases holders were notified.
- USGS verified the South Fork station on January 19.
- Staff stream gaged and calculated accretions 3 times during the month.
- Staff commenced ditch cleaning activities on the Nicoll and Mack ditches.
- Staff completed rebuilding irrigation berms on Smith Ranch.

South Fork flows downstream of Bloomfield averaged 74 cfs plus calculated accretions of 10 cfs, for a total average flow of about 84 cfs.





















# South Fork Kern River Monthly Measurement Report

January-2024

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

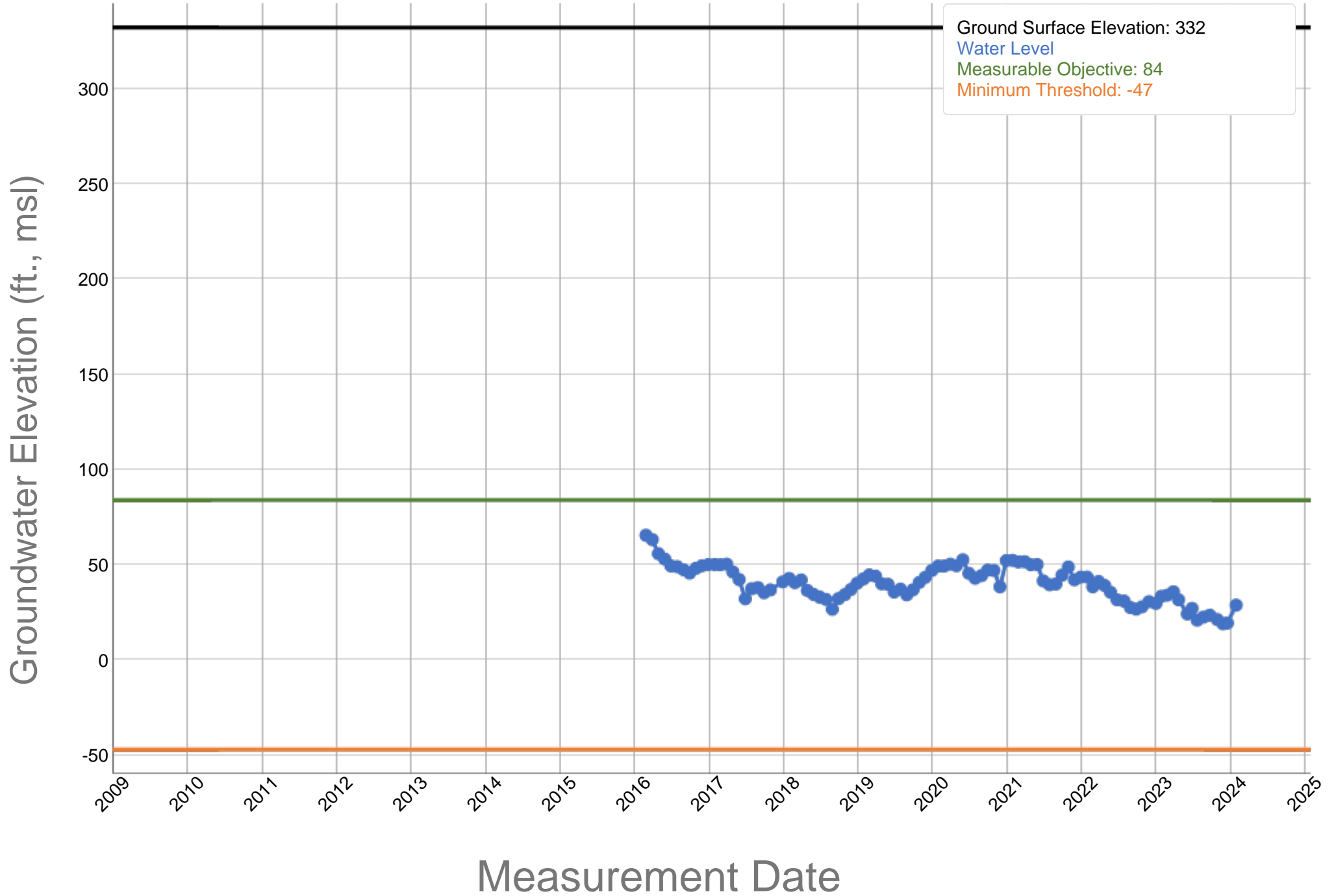
Date	South Fork				D.Prince (4,5,17,20-22,37)			Hafenfeld (5)			RRBWSD (1,3,6,7,12, Wirth1, 30,33, Boone,1/3 Smith)				J.Nicoll (3)	Audubon (4,5,9,Wirth1,17,18) (20-22,Wirth2,27,29,37)		Smith	Total Diverted	South Fork		RRBWSD to Isabella
	USGS -Onyx Mean Flow	USGS - Onyx @ 0500	Accretions	Doyle Ranch Road	Mill/Hillside	Miller	Prince	Miller	Landers	Cottonwood	Scodie/Mack	Landers	Nicoll	Redirected "Gross Project Water"	Nicoll	Cottonwood	Nicoll	Smith		Sierra Way "Flow"	Patterson "Flow"	"Net Project Water"
1	66	65	13										0.0		1.3	1.8	5.9	9	Yes	Yes	0	
2	65	66	13							13.7					1.3	1.8	6.1	23	Yes	Yes	0	
3	64	66	13							11.0					5.0	1.6	12.0	30	Yes	Yes	0	
4	58	65	13							11.0					5.0	1.5	12.0	30	Yes	Yes	0	
5	58	67	13							14.2					5.0	4.0	12.0	46	Yes	Yes	0	
6	58	69	13	39.81						13.7	9.0				6.0	0.9	12.0	42	Yes	Yes	0	
7	61	67	13							10.6	10.0				5.0	2.0	12.0	40	Yes	Yes	0	
8	45	57	13							10.1	9.0				6.0	5.7	12.0	43	Yes	Yes	0	
9	54	66	13							11.8	10.0				6.0		12.0	40	Yes	Yes	0	
10	64	60	13	31						12.5	9.0				6.0		9.4	37	Yes	Yes	0	
11	69	75	13							18.3	9.0				6.0		12.0	45	Yes	Yes	0	
12	55	66	7							14.6	9.0				6.0		8.7	38	Yes	Yes	0	
13	66	75	7							12.9	11.0				4.0		9.6	37	Yes	Yes	0	
14	74	76	7							12.8	9.0				6.0		10.0	38	Yes	Yes	0	
15	70	72	7							12.2	9.0				6.0		9.2	36	Yes	Yes	0	
16	69	73	7							12.4	11.0				4.0		9.4	37	Yes	Yes	0	
17	72	72	7							11.0					4.0		9.2	24	Yes	Yes	0	
18	75	75	7							11.0					4.0		10.0	25	Yes	Yes	0	
19	76	75	7							11.0					4.0		9.1	24	Yes	Yes	0	
20	78	77	7	Storming...closing gates (no stream gauging)						10.0					5.0		10.1	25	Yes	Yes	0	
21	80	79	7												5.0		5.3	10	Yes	Yes	0	
22	90	80	7												5.0		5.7	11	Yes	Yes	0	
23	90	91	7												6.0		5.8	12	Yes	Yes	0	
24	84	83	7												6.0		5.6	12	Yes	Yes	0	
25	83	80	7												6.0		5.8	12	Yes	Yes	0	
26	80	83	7												5.5		5.4	11	Yes	Yes	0	
27	76	74	7	81.82											5.0		5.5	11	Yes	Yes	0	
28	78	75	7												5.0		5.8	11	Yes	Yes	0	
29	82	78	19												5.0		5.6	11	Yes	Yes	0	
30	89	86	19												4.5		5.9	10	Yes	Yes	0	
31	91	86	19												4.0		5.9	10	Yes	Yes	0	
SFD	2,219	2,279	315		0	0	0	0	0	156	195	0	0	0	153	19	265	787			0	
AF	4,400	4,520	624		0	0	0	0	0	309	386	0	0	0	302	38	525	1,562			0	
			74														341	8.5			0.0	
			10														525	25				

Note: Cottonwood via the Landers  
 Redirected Historic Irrigation Demand Limit = 19 Project discontinued 1/2/2024  
 ## Saturday South Fork Doyle Ranch Flow measurement, value carries for next week Tuesday-Monday.

Bold ## on USGS denotes USGS gage verification

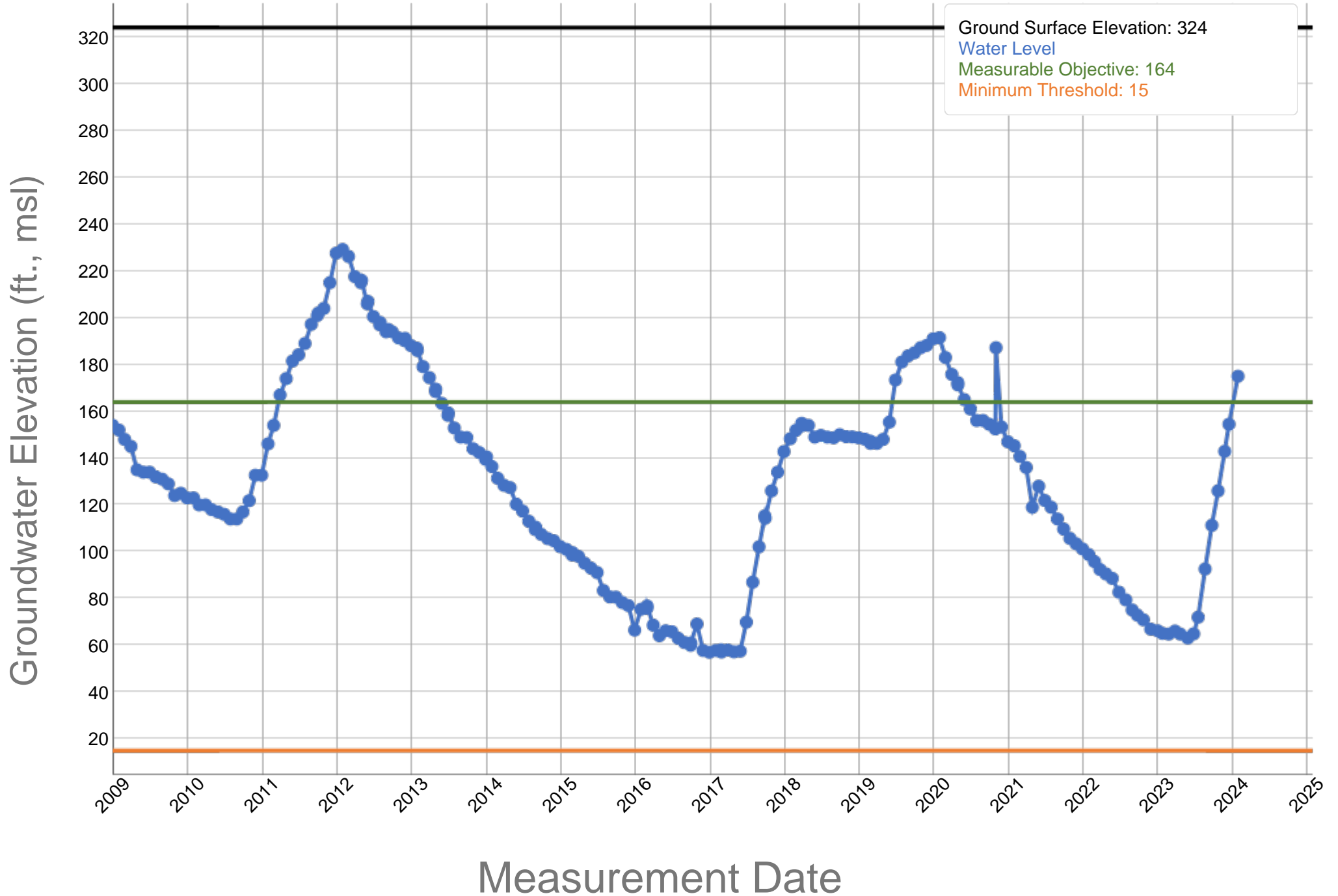


# Rosedale-Rio Bravo GSA - RBG School - 354197N1192544W001



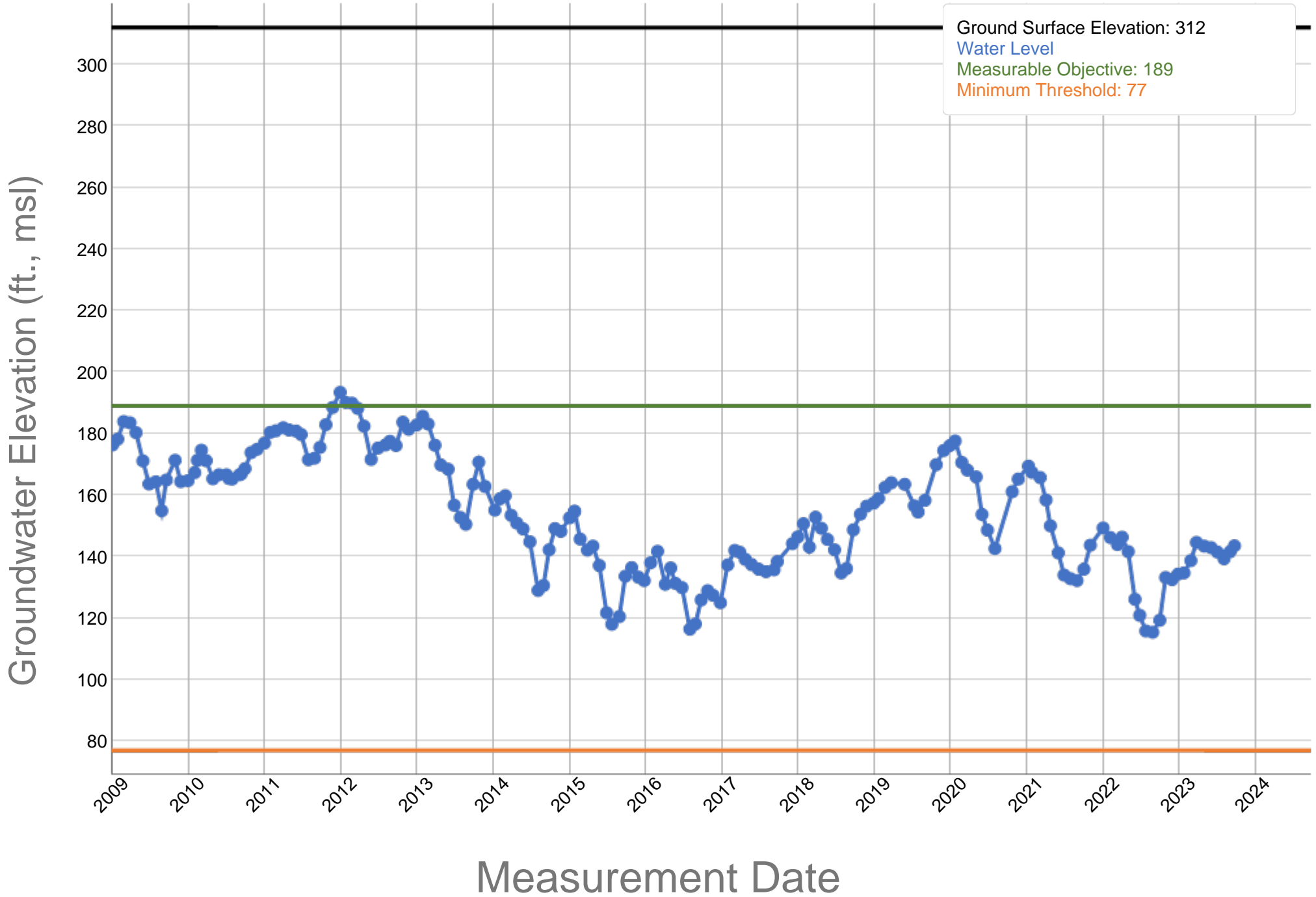


# Rosedale-Rio Bravo Water Storage District - 25M Enos - 353760N1192498W002



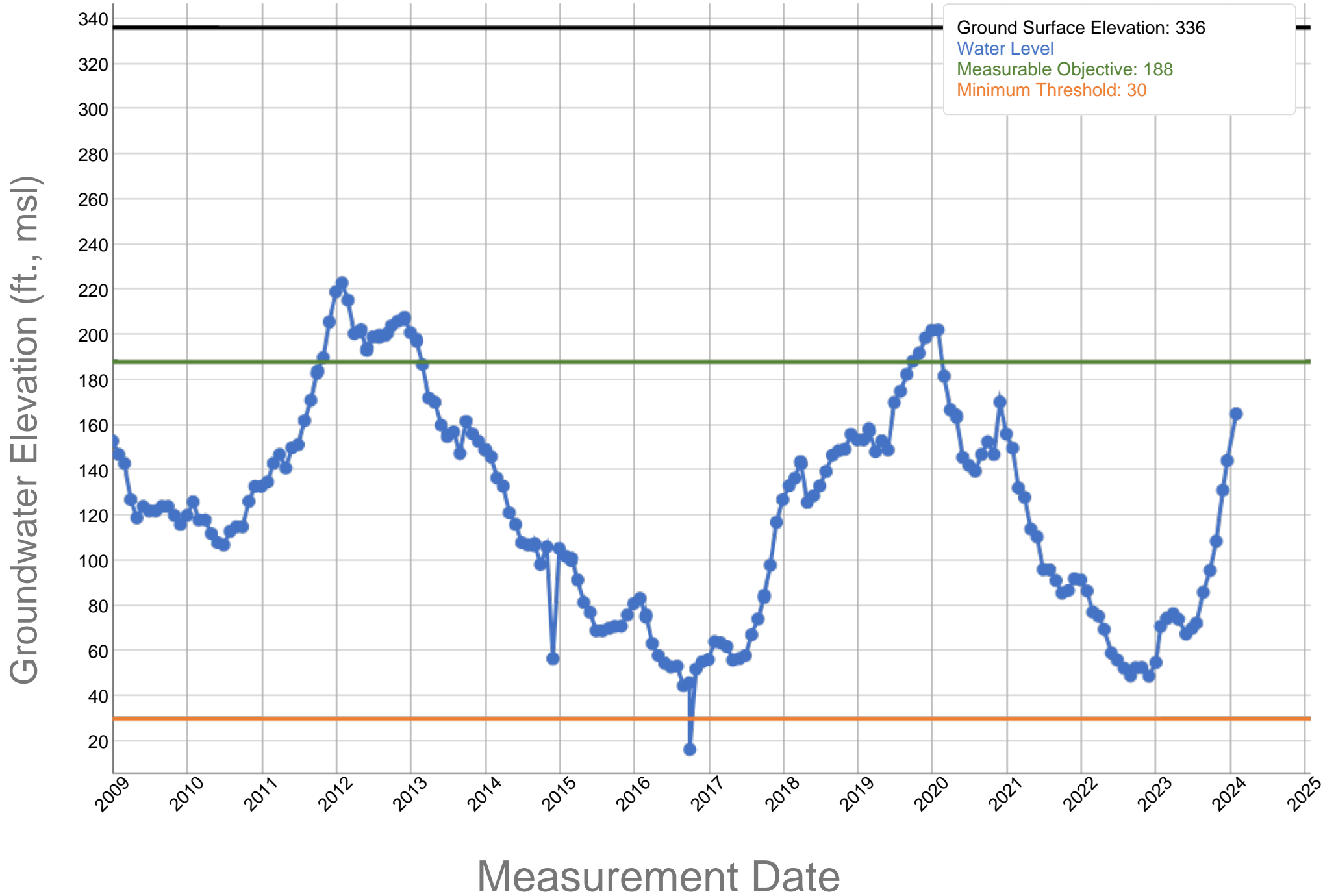


# Rosedale-Rio Bravo Water Storage District - 32N Triple - 352673N1192138W002



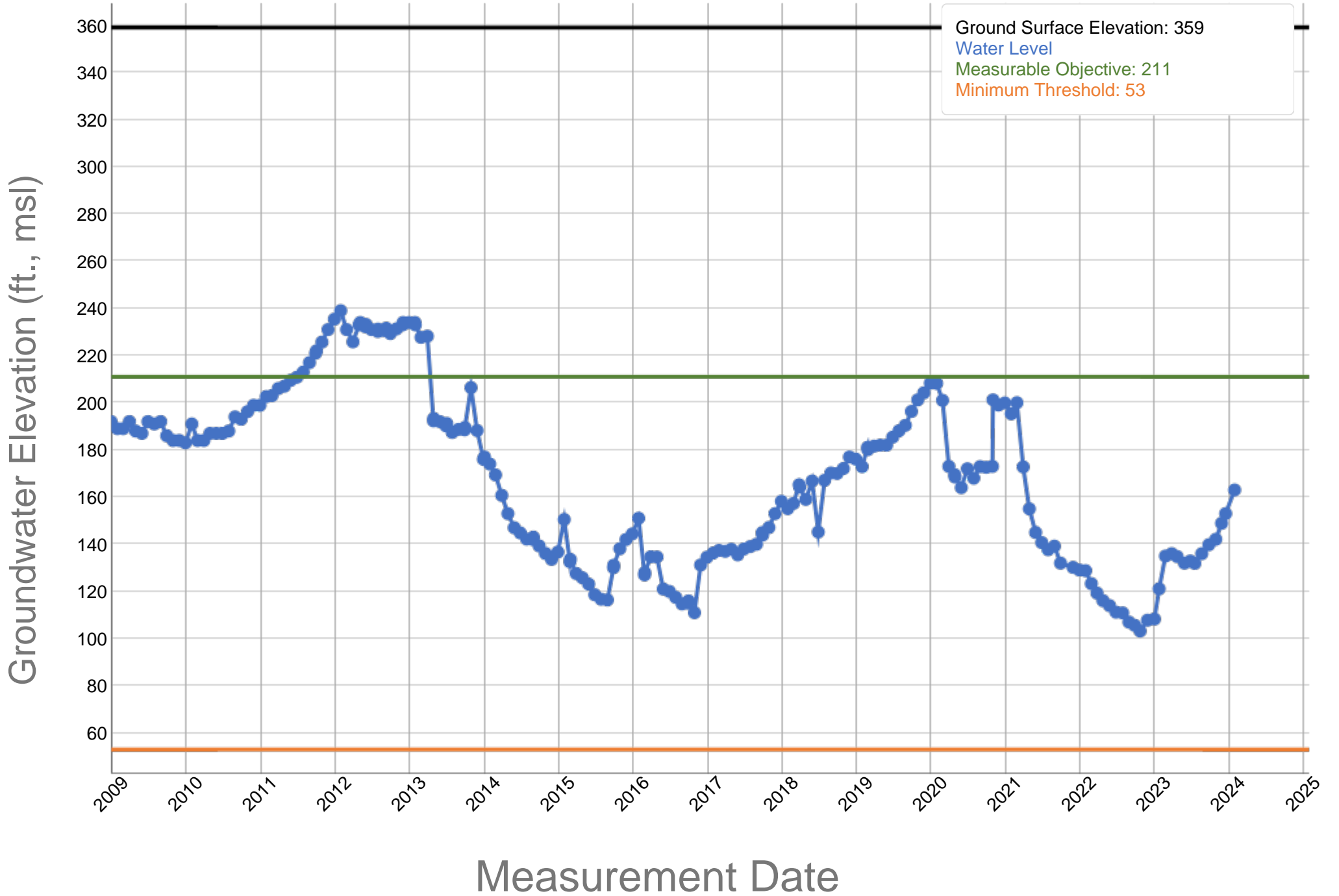


# Rosedale-Rio Bravo Water Storage District - 31H Greeley - 353618N1192169W001



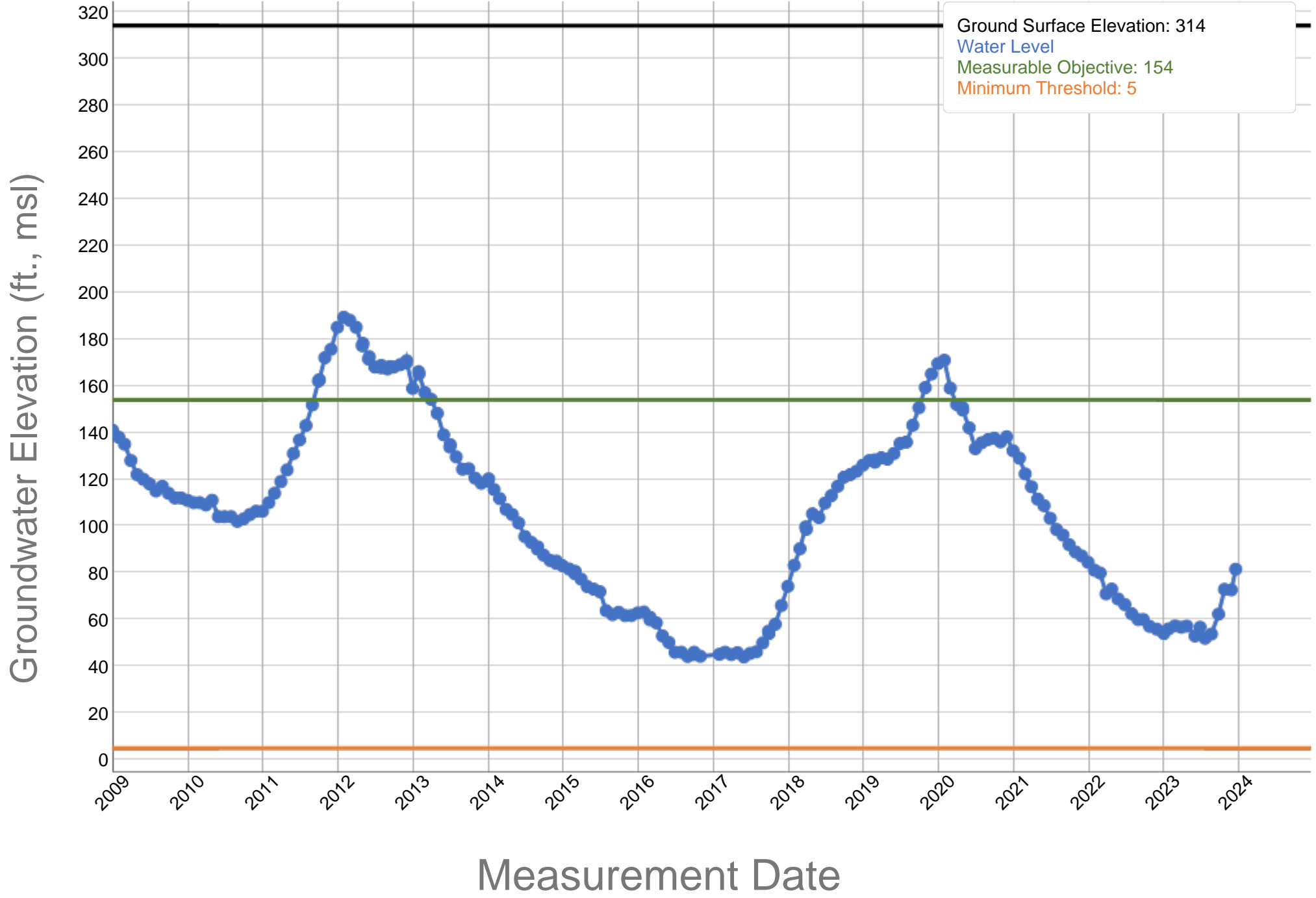


# Rosedale-Rio Bravo Water Storage District - 35H RRBWSD Shop - 353620N1191457W002



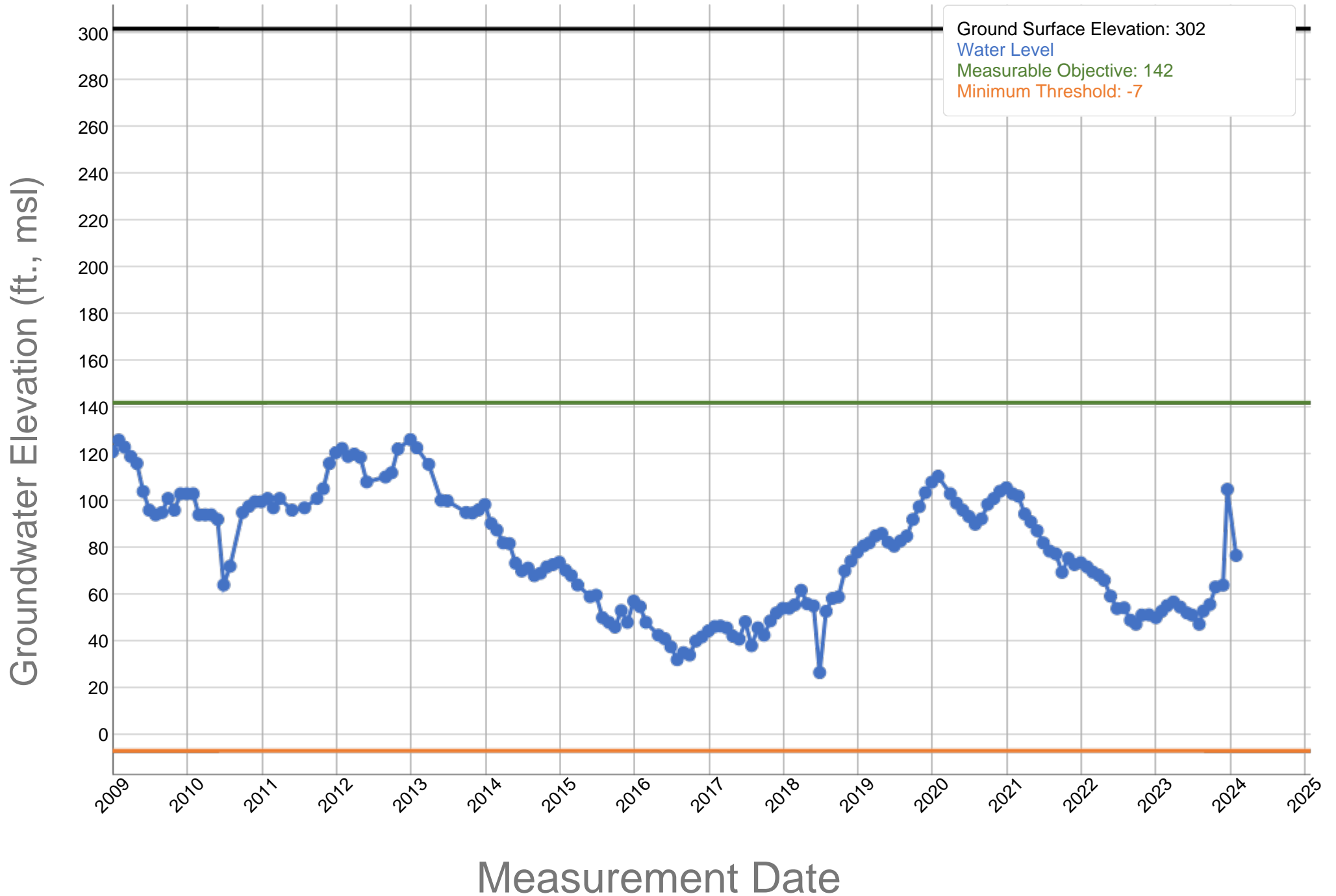


# Rosedale-Rio Bravo Water Storage District - 27N Mayer - 353699N1192856W002



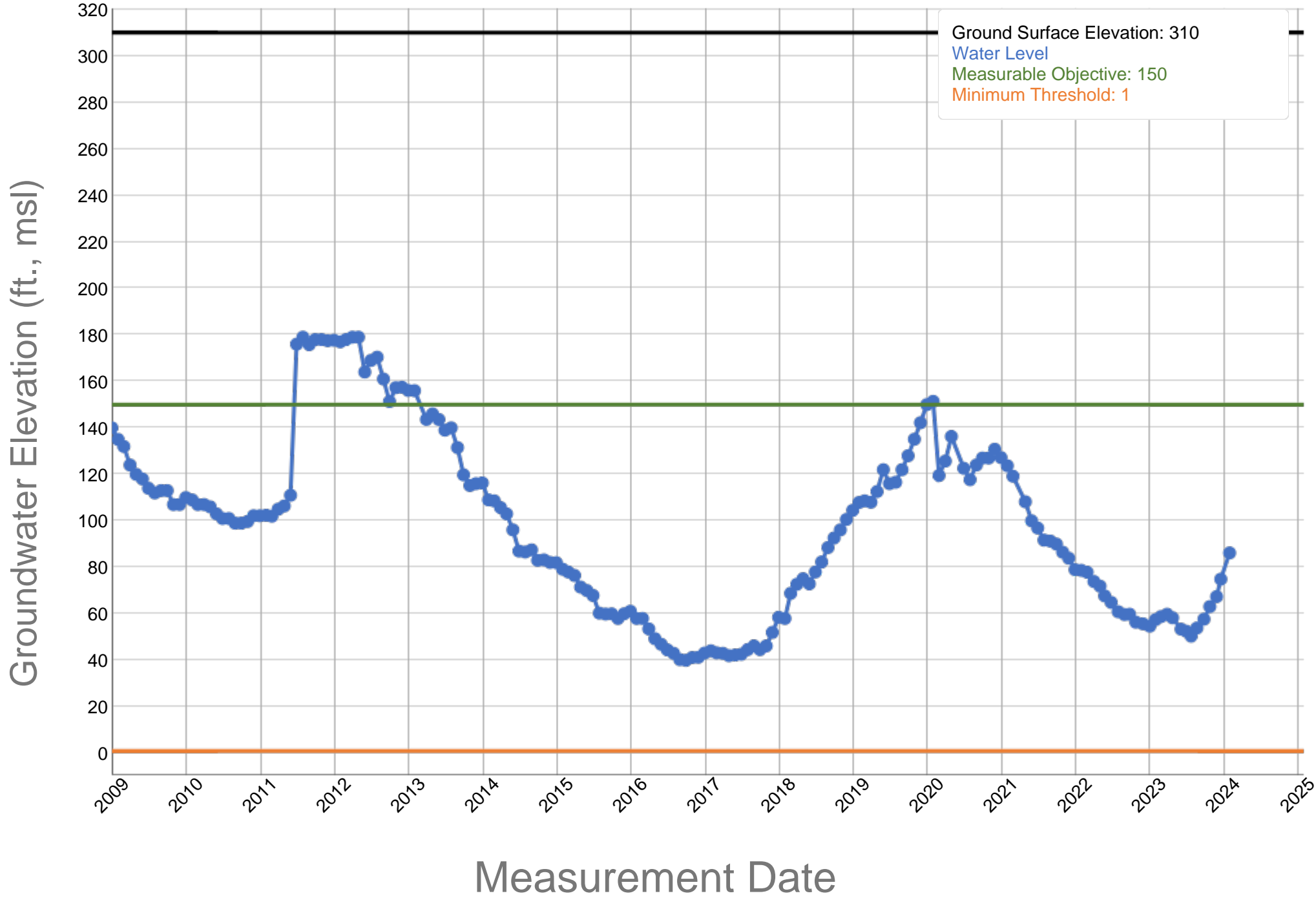


# Rosedale-Rio Bravo Water Storage District - West I-5 - 353564N1193412W001



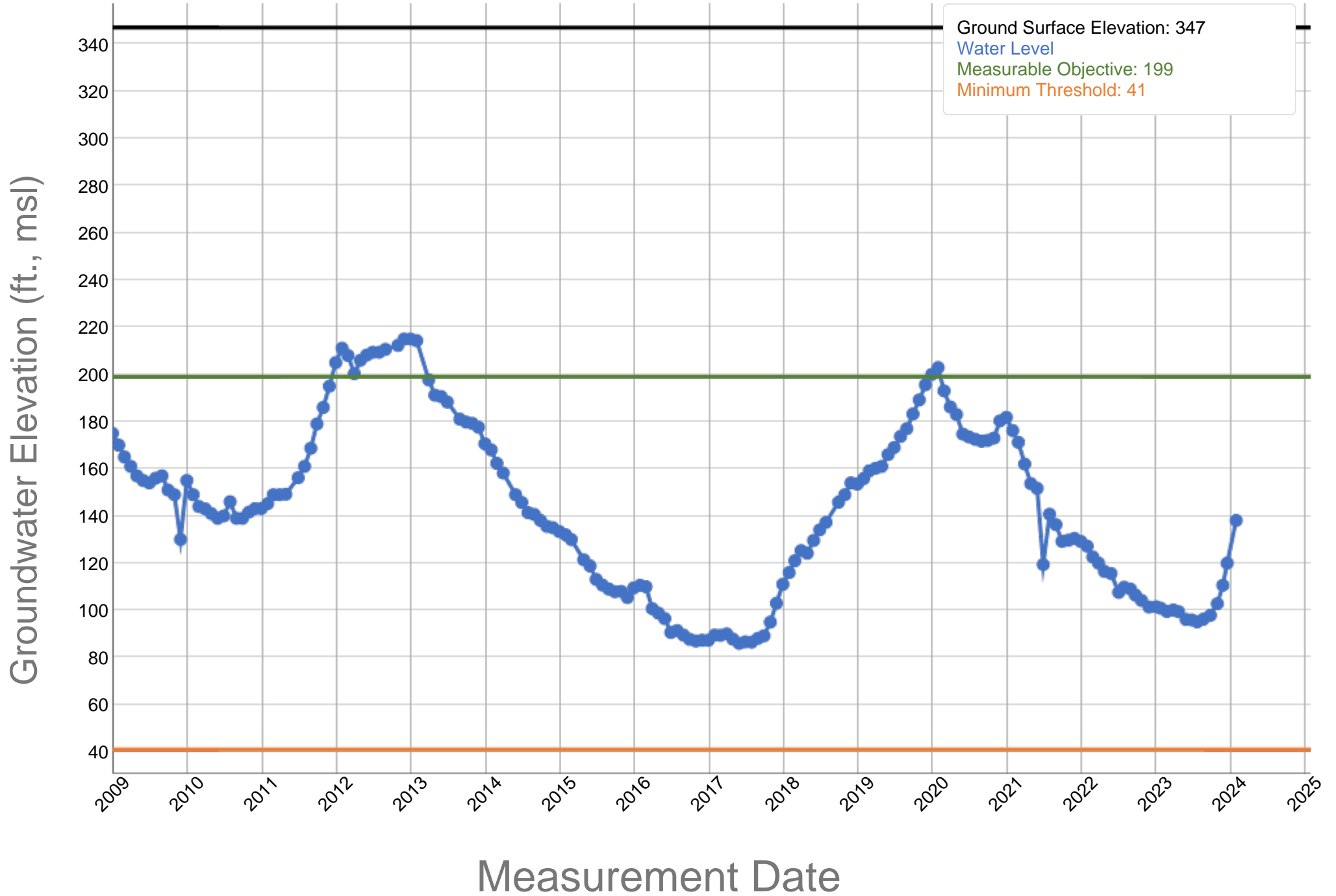


# Rosedale-Rio Bravo Water Storage District - Virgil Bussell - 353619N1193099W001



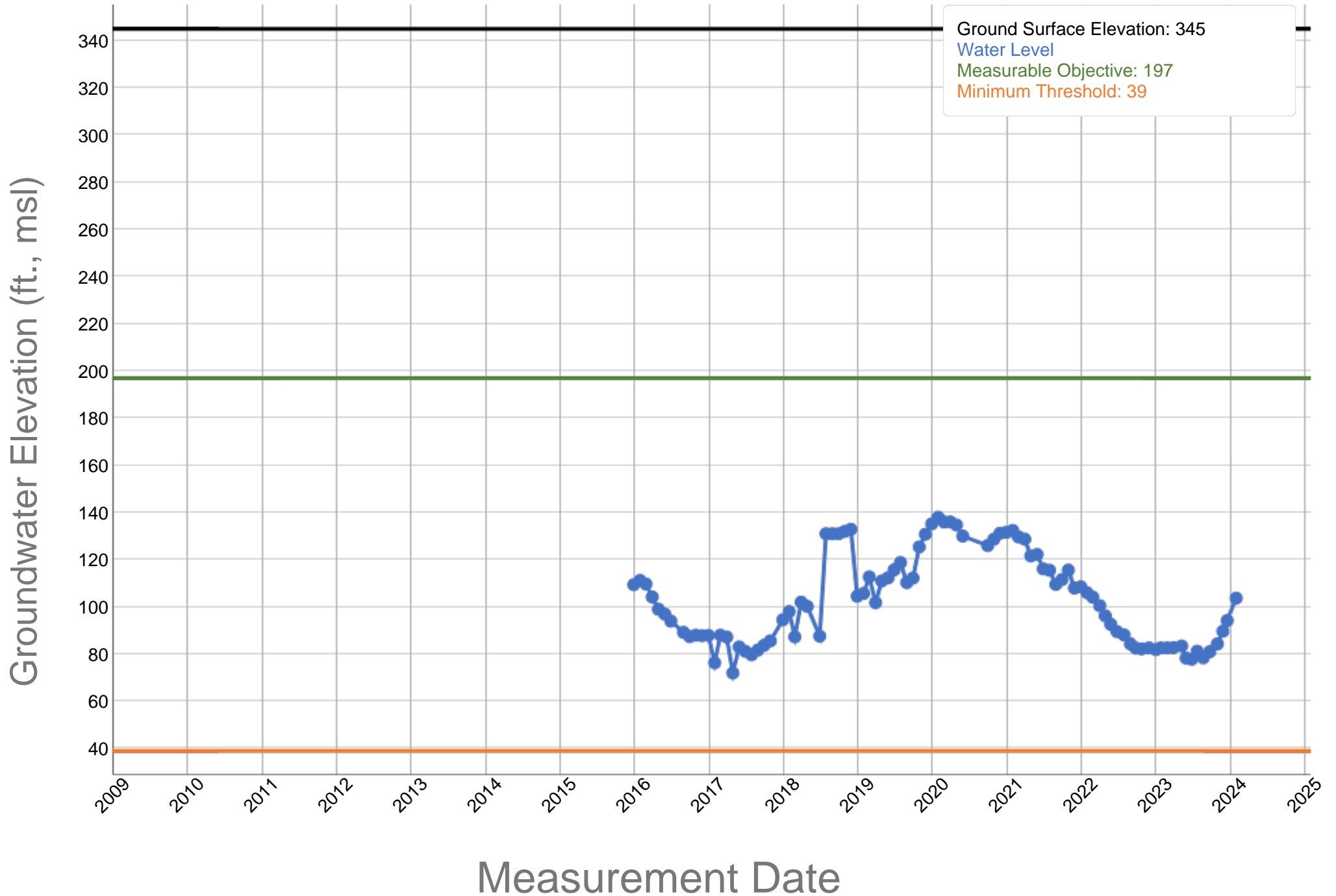


# Rosedale-Rio Bravo Water Storage District - Harvest Ranch - 353634N1191766W001



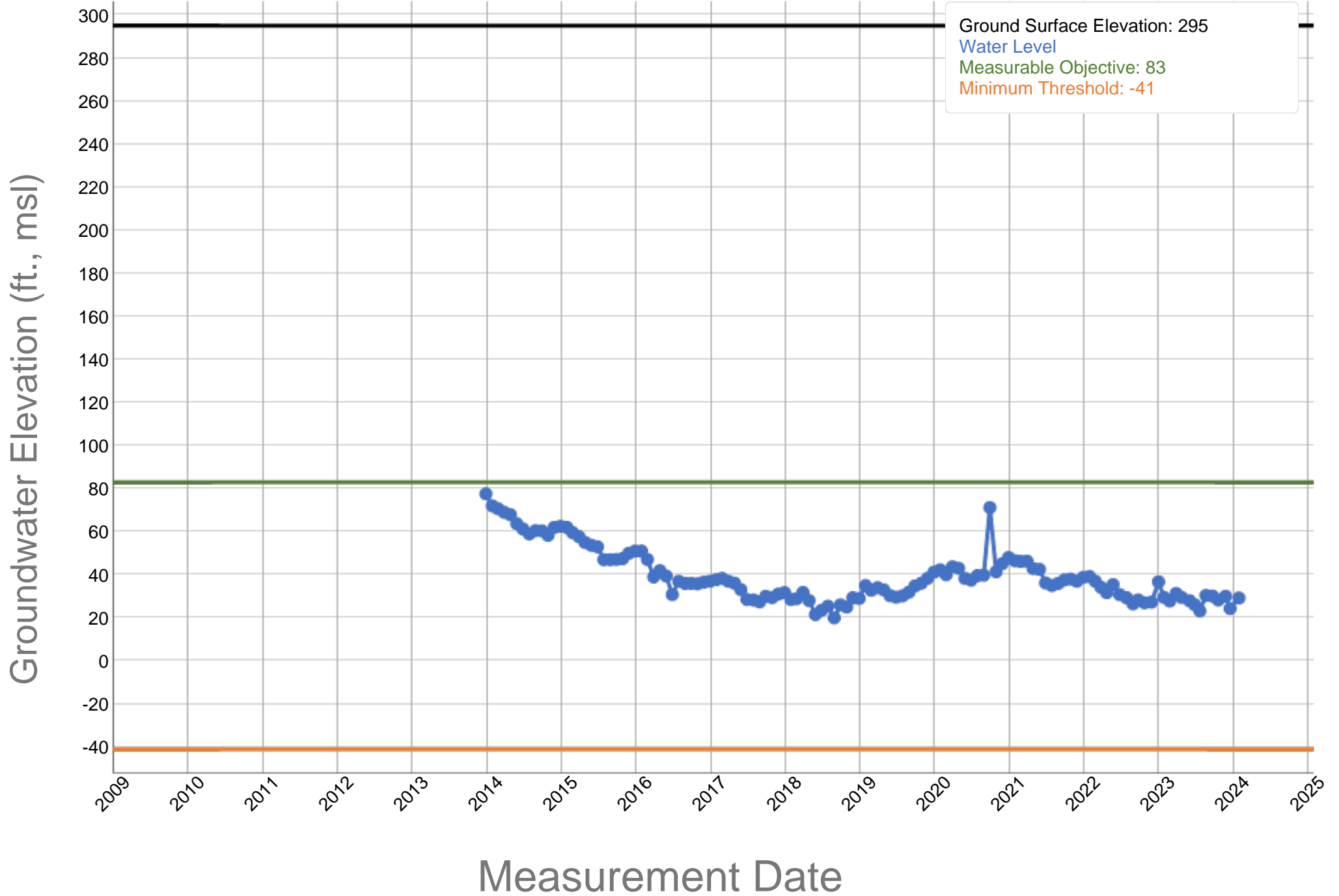


# Rosedale-Rio Bravo Water Storage District - Home Place - 353824N1192035W001



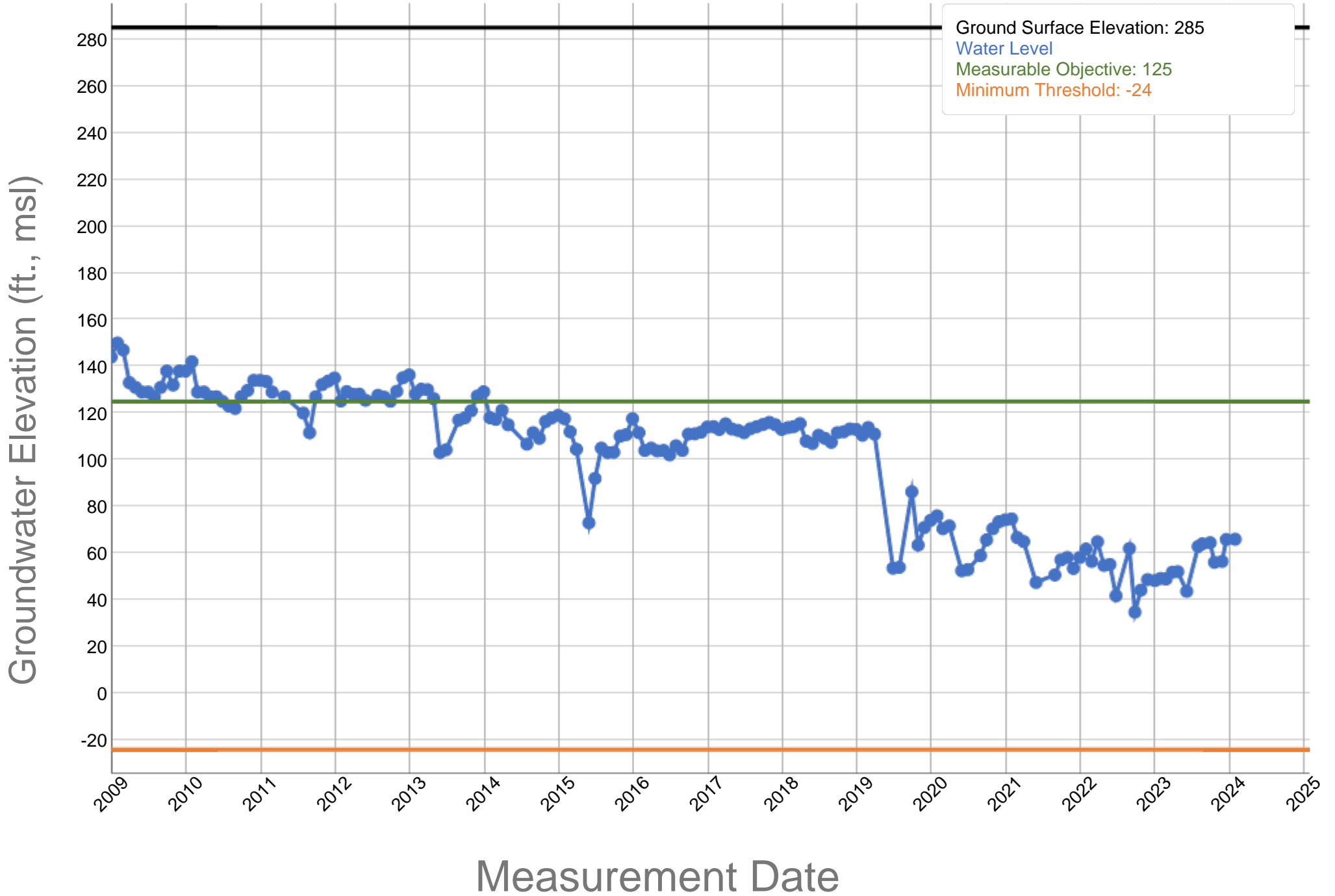


# Rosedale-Rio Bravo Water Storage District - Blacco HQ - 353915N1193454W001

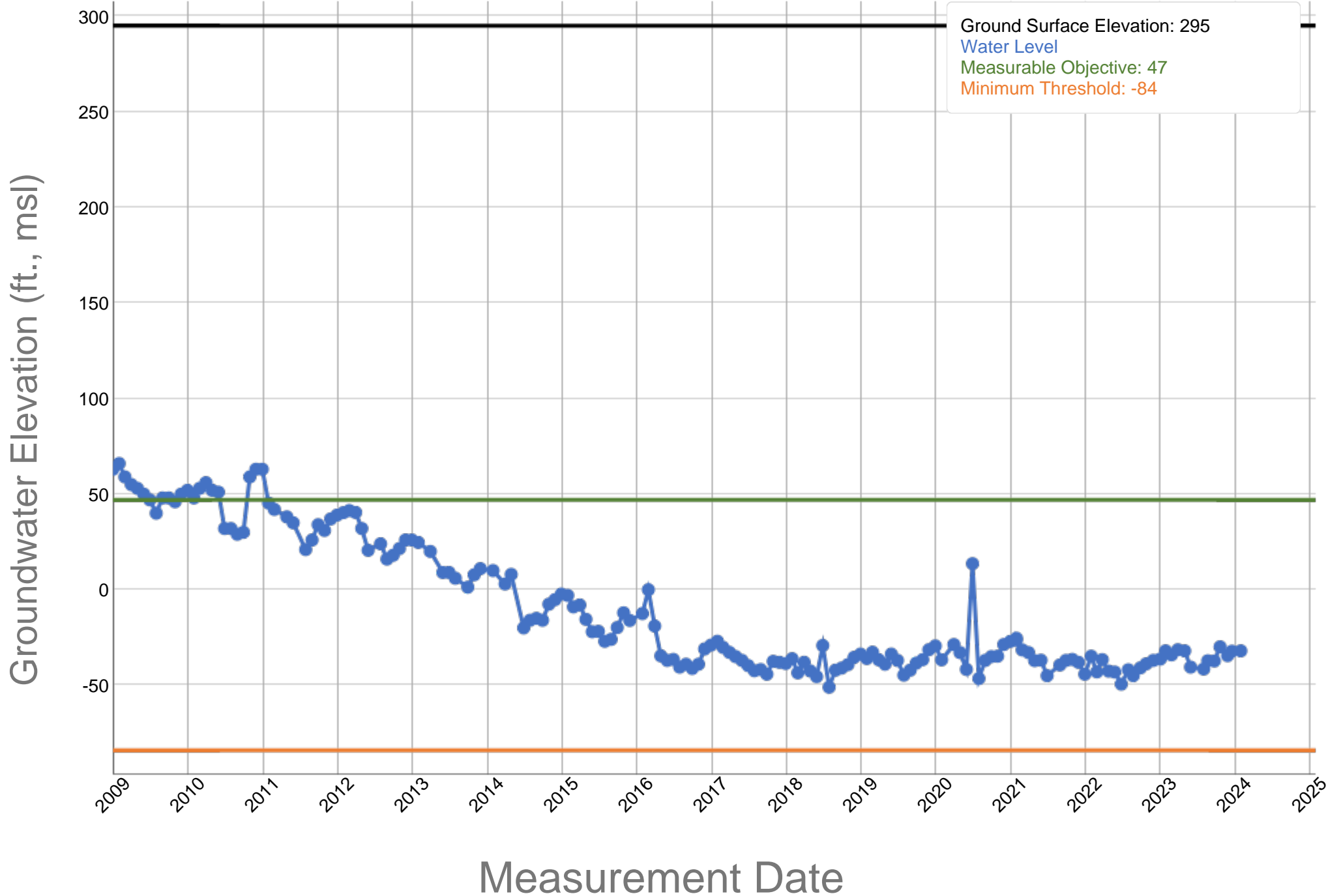




# Rosedale-Rio Bravo Water Storage District - Parsons - 353663N1193859W001

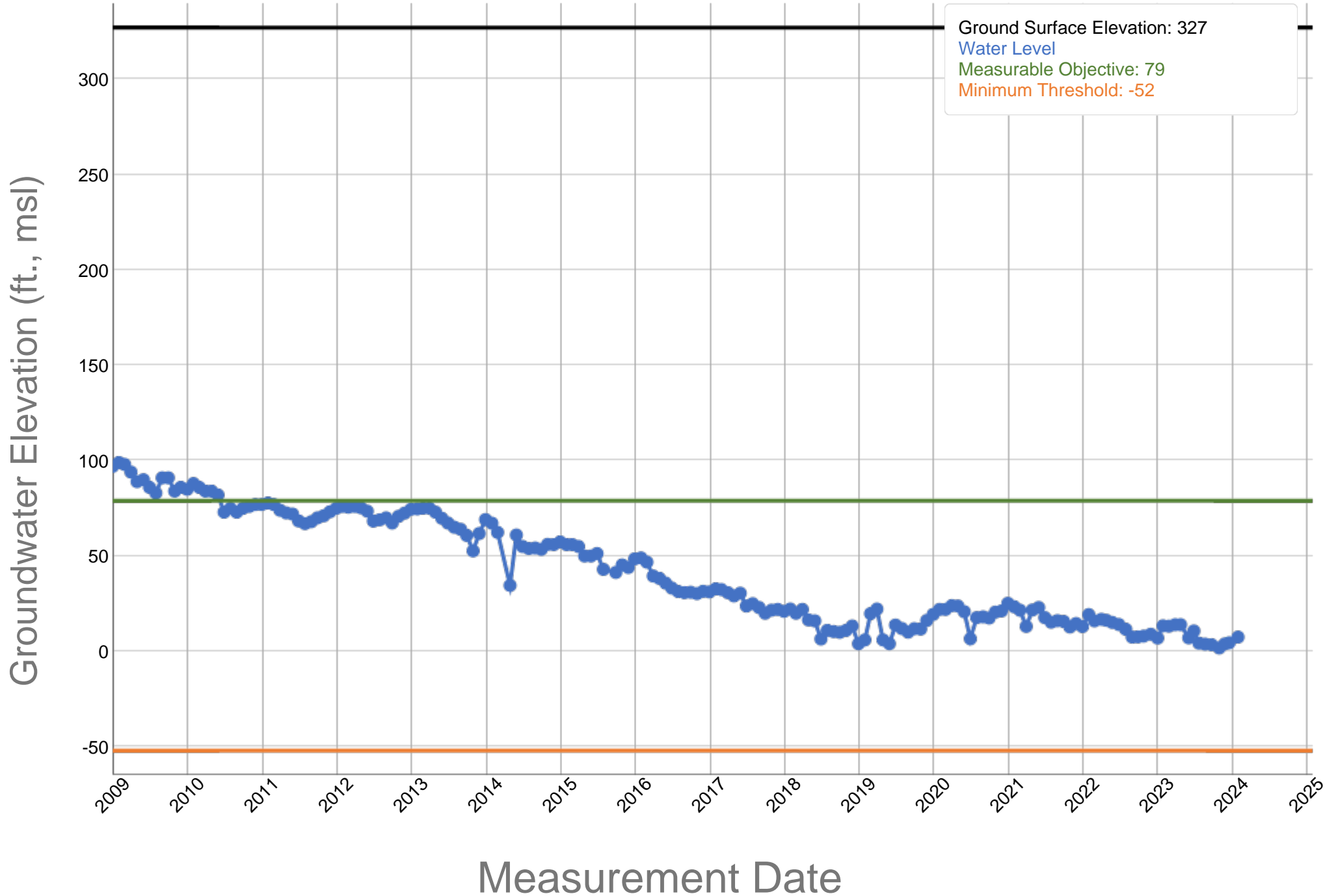


# Rosedale-Rio Bravo Water Storage District - Bushnell - 354350N1193586W001

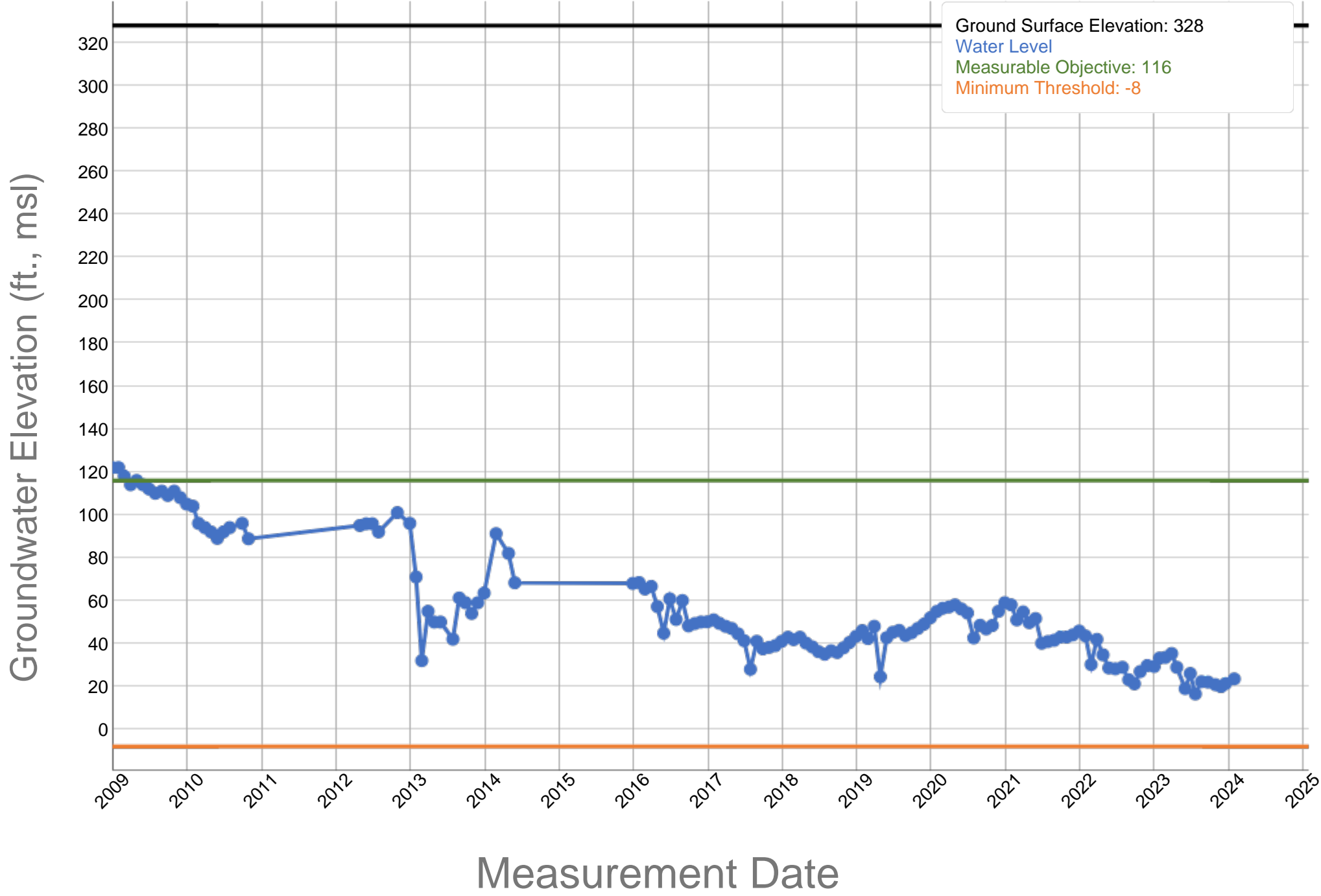




# Rosedale-Rio Bravo Water Storage District - L.R. Stout - 354309N1192859W001

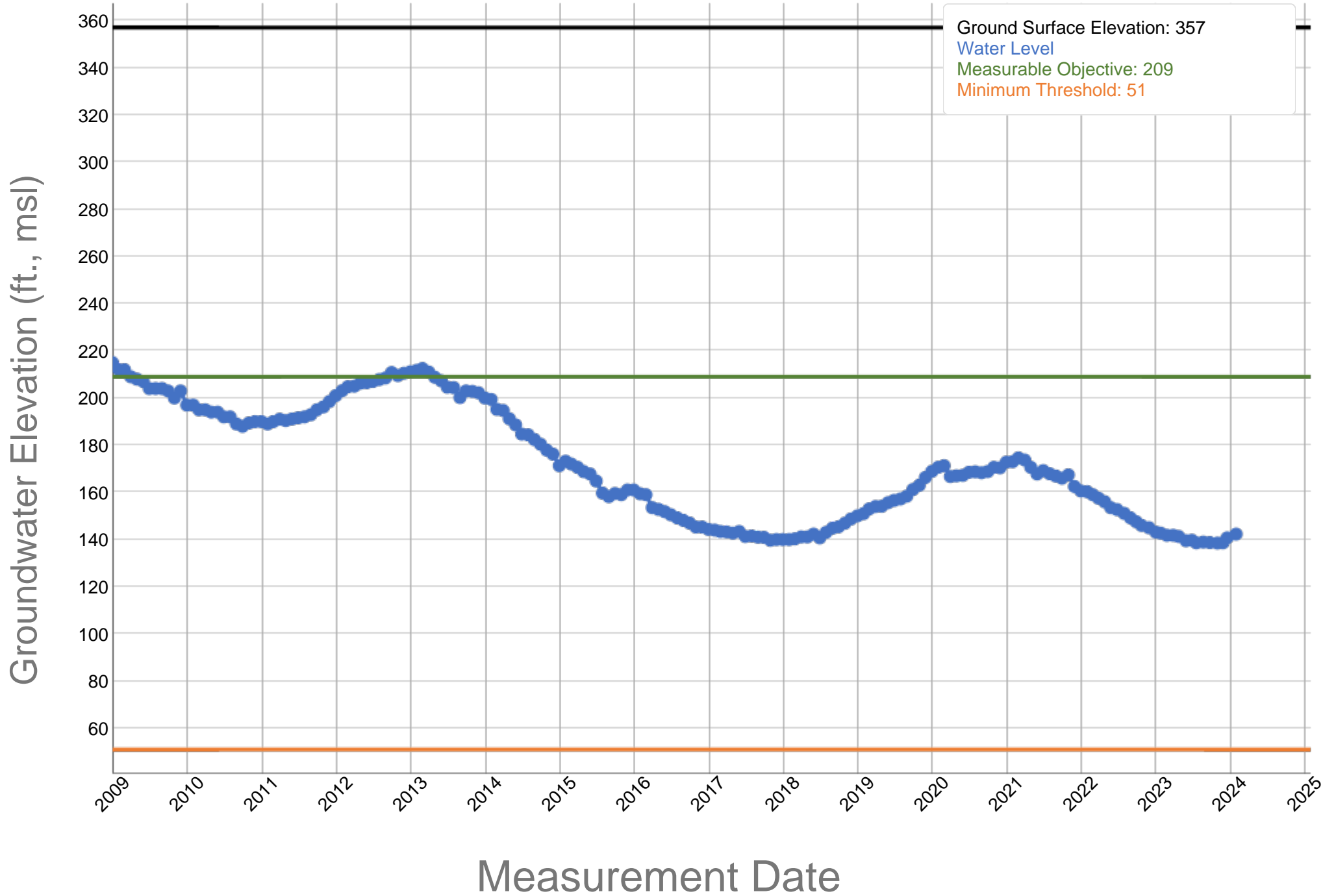


# Rosedale-Rio Bravo Water Storage District - P. Enns Domestic - 354121N1192623W001

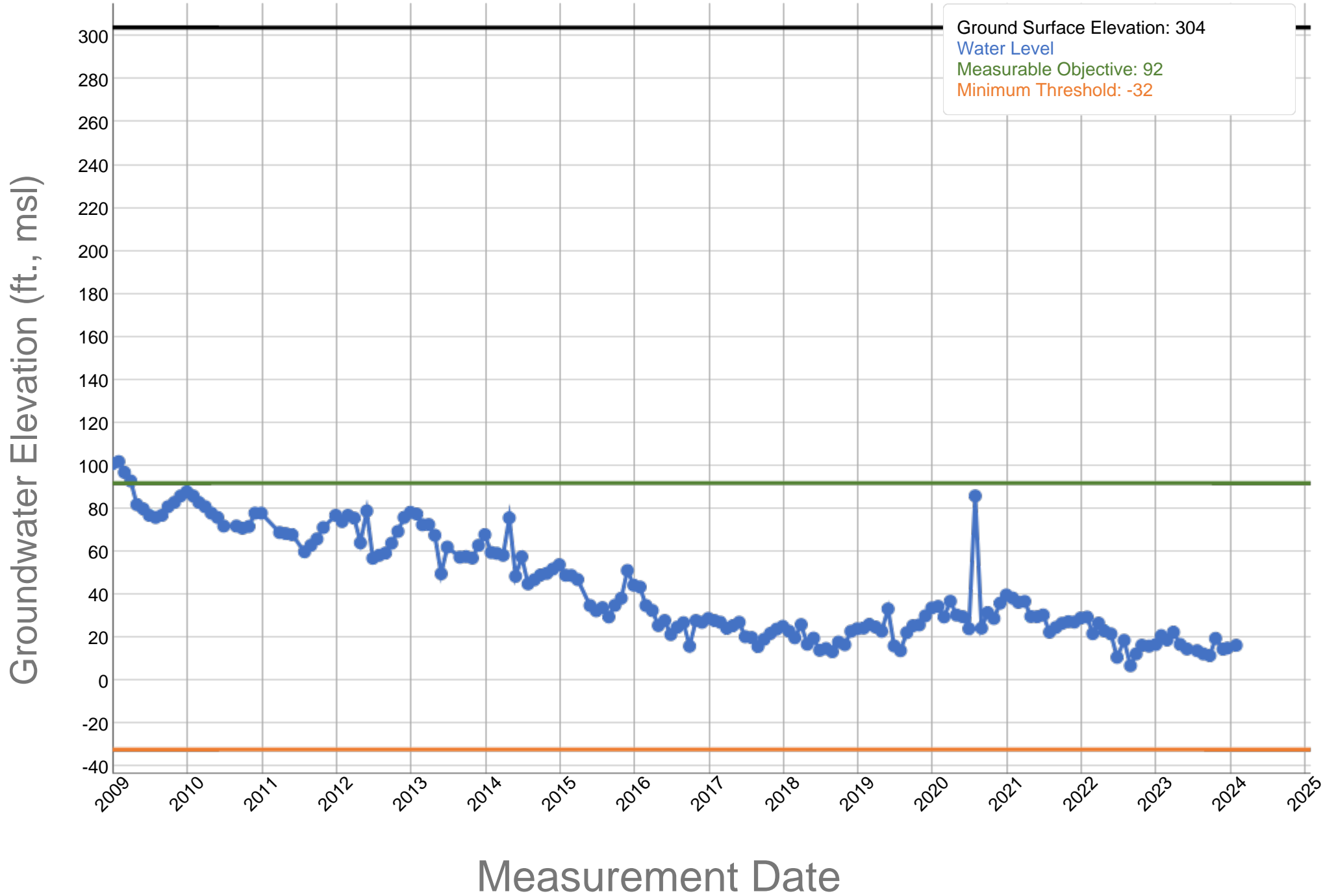




# Rosedale-Rio Bravo Water Storage District - Chet Reed - 353890N1191471W001

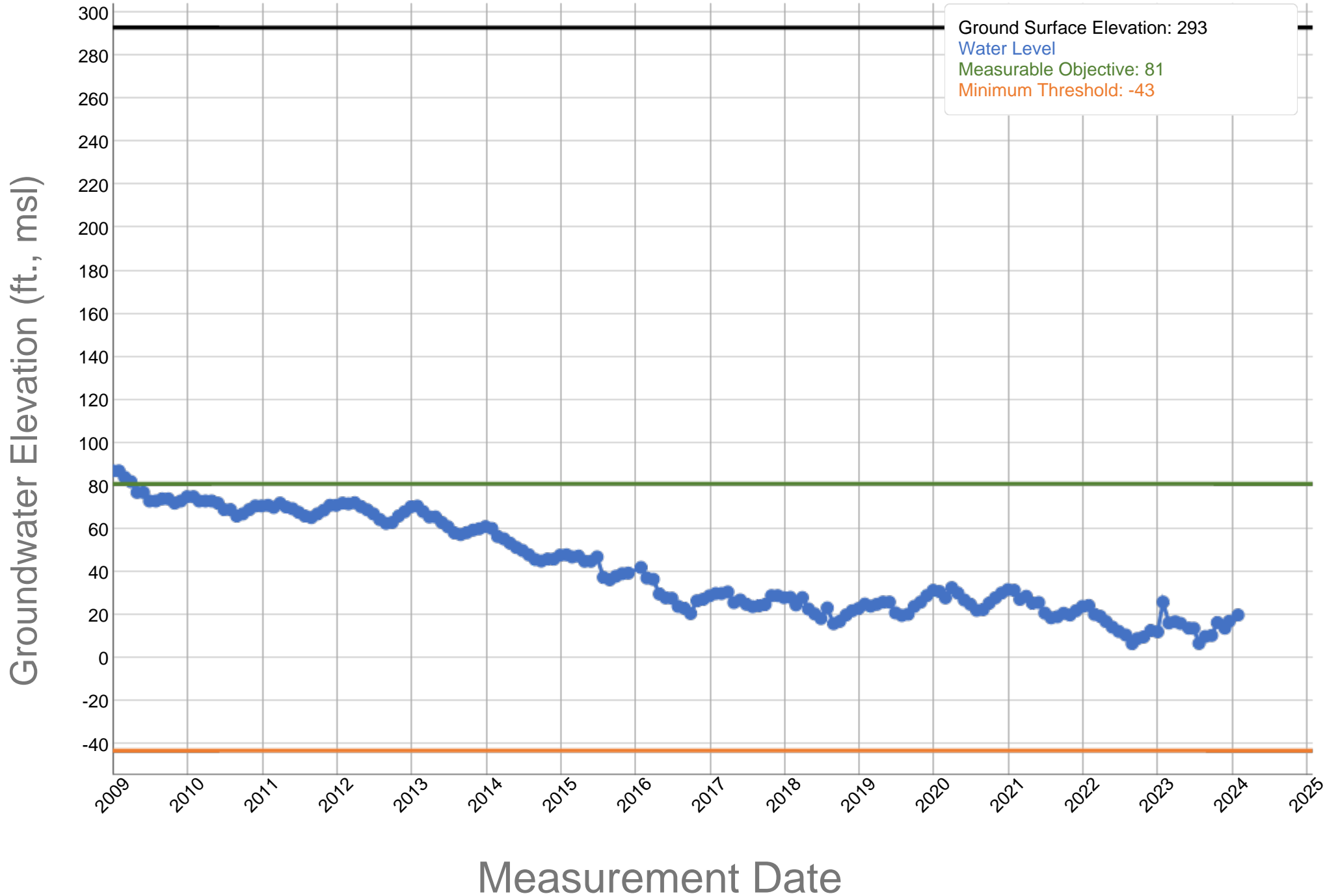


# Rosedale-Rio Bravo Water Storage District - Section 18 - 354090N1193318W001

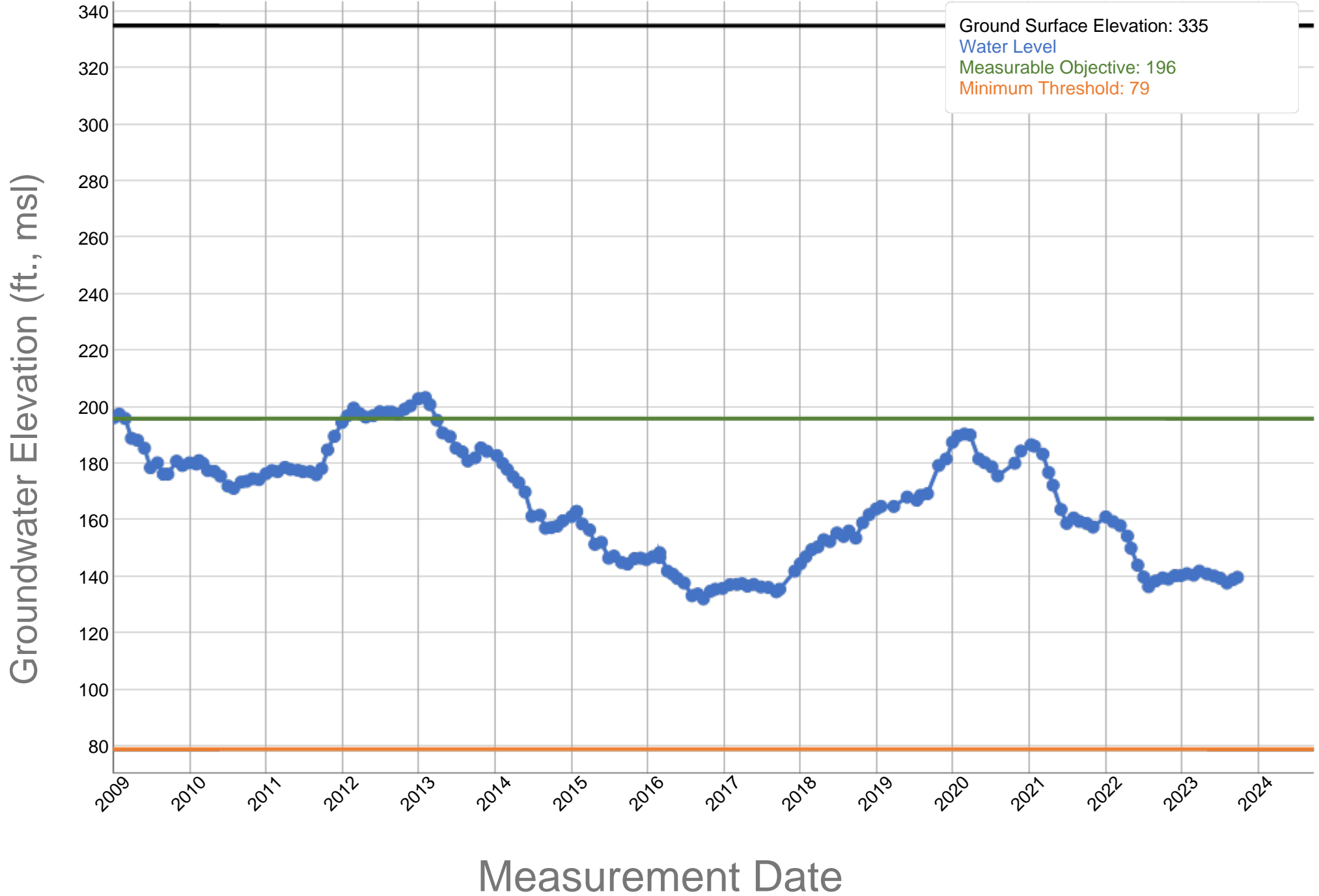




# Rosedale-Rio Bravo Water Storage District - Cauzza - 353986N1193948W001



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





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

FROM: Dan Bartel, Markus Nygren

DATE: February 13, 2024

RE: Improvement Projects

**Discussion:**

**Bowling and McCaslin Recovery Well Project**

**Background:**

Three additional recovery wells are to be drilled and completed, two at the McCaslin Recharge site, and one well at the Bowling Recharge site in East Superior. The District is receiving two million dollars as part of the WaterSMART Drought Resiliency 2020 award to help supplement the costs. Due to additional delays in the NEPA process with the USBR, District staff does not know when construction will begin.

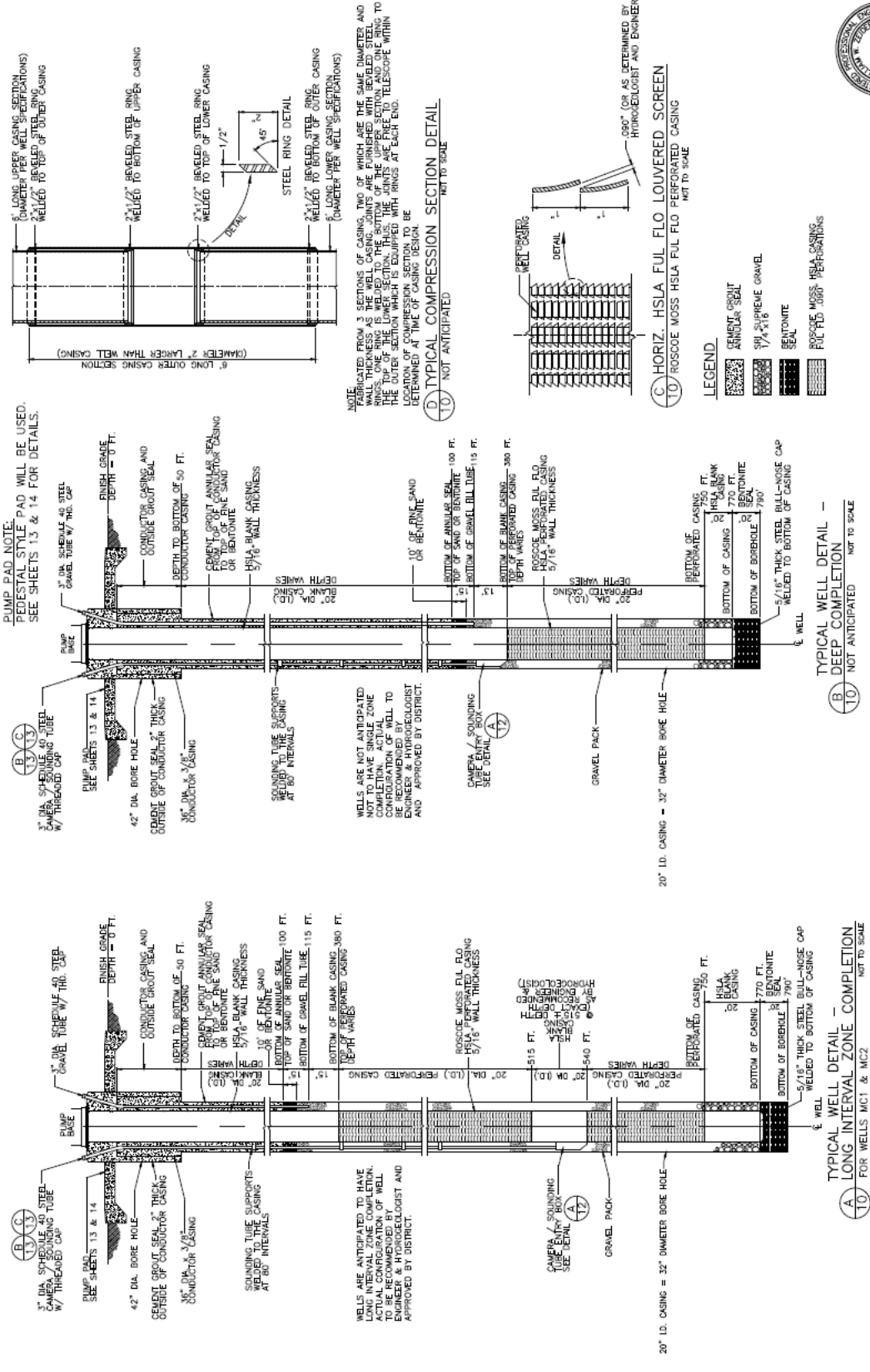
**Progress:**

- McCaslin / Bowling Recovery Pipeline design is close to completion.
- Final NEPA approval received for ground disturbing activities from USBR 02/06/2024
- Notice to Proceed will be signed and sent to BWP as soon as District receives an updated construction schedule.
- Plan to begin construction of McCaslin 2 Well (due to zone sampling) week of 02/12 – 02/16

**SCADA Improvements**

District staff is currently going through a planning period of what next steps should be taken in further development of the District's SCADA infrastructure. Input from field operators to the engineers is critical for functionality of the system, as well as a good understanding of where to maximize the overall benefits to the District.

MCCASLIN WELLS 1 & 2



NOTE: DETAILS SHOWN ARE FOR BIDDING PURPOSES. ALL FINAL DEPTHS AND WELL DESIGNS SHALL BE DETERMINED BY THE ENGINEER AND HYDROLOGIST. ACTED THE E.I.O.C. IS DETERMINED IN THE DIST. BROUEN E

**ZEIDERS CONSULTING**  
 1655 GREELY ROAD  
 BAKERSFIELD, CA. 93314  
 (661) 589-8366

**ROSEDALE-RIO BRAVO**  
 WATER STORAGE DISTRICT  
 849 ALLEN ROAD  
 P.O. BOX 20820  
 BAKERSFIELD, CA. 93390

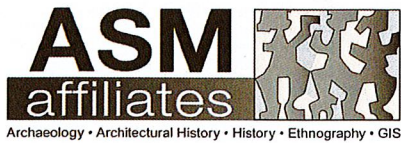
**R.B.W.S.D.**  
 WELLS MCI & MC2  
 MCCASLIN / BOWLING WELL PLANS

DATE: 08/20/2023  
 AS NOTED  
 BY: M. PERRY  
 CH: M. W. ZIEGLER  
 DR: M. W. ZIEGLER  
 DATE: 08/20/2023

MT: DESCRIPTION







## **Proposal to Conduct Archaeological Monitoring**

WaterSMART Drought Response Program  
Bakersfield, California

January 26, 2024

Prepared by:

ASM Affiliates  
4800 Stockdale Hwy Suite 405  
Bakersfield, CA 93309

Prepared for:

Rachelle Echeverria  
Resources Planner  
Rosedale-Rio Bravo Water Storage District  
recheverria@rrbwsd.com

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Peter Carey, M.A., RPA; Director  
pcarey@asmaffiliates.com

## **Project Introduction**

ASM Affiliates (ASM) will conduct archaeological monitoring services in support of undertakings by the Rosedale-Rio Bravo Water Storage District (RRBWSD) as part of a federally funded project through the United States Bureau of Reclamation (USBR). All services will be provided in accordance with the National Environmental Policy Act (NEPA) and managed by ASM's archaeologists who exceed the *Secretary of the Interior's Professional Qualification Standards*. This proposal shall remain valid for 60 days from today's date.

## **Scope of Work**

**Project Kickoff** – If required, ASM's archaeological monitor will attend one preconstruction meeting prior to the start of grading/excavation activities. It's ASM's understanding that RRBWSD has also invited the Santa Rosa Rancheria/Tejon Tribal monitors to be present as volunteers.

**Field Monitoring** –During ground disturbance, ASM will provide a qualified archaeological monitor to be on site to observe construction activities and identify any cultural deposits that may be uncovered during construction. Archaeological monitoring will be conducted by ASM. Should unanticipated finds be made during construction activities, evaluation of their significance may be required for compliance. ASM will temporarily halt work within the required distance of the discovery and contact you.

Archaeological monitoring during construction will be billed on a daily 10-hour, daily 8-hour, or half-day, fully burdened cost basis. These daily rates include hourly labor charges, vehicles/mileage, per diem, and incidental field supplies. All daily rates have been formulated to be in compliance with California Labor Law as it relates to overtime. The fully burdened daily rates are based on a 10-hour or 8-hour workday. The fully burdened half day rate is based on a 4-hour day.

Any hours worked up to 4-hours in a day, including travel, will be billed at a half day rate. A minimum 2-hour notice is required for cancellation of any scheduled monitoring. Should scheduled monitoring be cancelled within 2-hours of the scheduled start time, a half day rate will be charged. Should monitors be called to the field and no ground disturbing work occurs, a half day rate will be charged. Any hours worked above 4-hours and up to 8-hours in a day will be billed at the 8-hour daily rate. Any hours worked above 8-hours and up to 10-hours in a day will be billed at a 10-hour daily rate. Any hours worked over 10-hours and up to 12-hours in a day will be will at an hourly rate of \$172.50 per hour. Any hours worked over 12-hours in a day will be billed at \$230 per hour.

The fully burdened 10-hour daily rate for an archaeological monitor is \$1,678.20/day. The fully burdened 8-hour daily rate for an archaeological monitor is \$1,333.20/day. The half day rate for an archaeological monitor is \$873.20/day.

ASM understands that archaeological monitoring is expected to consist of 8-hour days for a duration of 40 days.

**Technical Report/Memo Preparation** – Once monitoring services are completed, ASM will prepare draft and final reports to summarize the results of the monitoring. ASM assumes the results of monitoring will be negative and a letter report will suffice. Should the results of the monitoring be positive, and new sites are found within the Project area, we will work with you to augment the contract to conduct required evaluation services and prepare a more formal report. A draft report will be submitted to you within 60 days of the completion of monitoring. Revisions to the draft, based upon one round of comments, will be provided within ten days of receipt of such comments.



## Cost

The cost breakdown to complete the scope of work is as listed below.

Scope	Cost	Units	Total Cost
Project Kickoff (if required)	\$1,500.00	1	\$1,500.00
Daily Archaeological Monitoring (8-hour Daily Rate)	\$1,333.20/day	40	\$53,328.00
Task 3. Final Archaeological Monitoring Report	\$3,600.00	1	\$3,600.00
<b>Total Estimated cost assuming 40 days of monitoring</b>			<b>\$58,428.00</b>

## Assumptions

- Workdays will be Monday-Friday for 8-hours with no overtime;
- The results of monitoring will be negative and a letter report only will be prepared at the conclusion of the monitoring;
- Attendance at one preconstruction meeting is included;
- Half day monitoring rate (\$873.20) will be charged for a show up charge if scheduled monitoring is not cancelled at least 24 hours in advance;
- Additional meetings with the RRBWSD or USBR, and or public meetings are not required;
- No archaeological survey or built environment evaluation will be conducted;
- A records search is not required;
- No formal evaluation or mitigation services will be required for any finds; and,
- If any additional testing or site mitigation is required, it will be performed under augment.

# Proposal Acceptance

**Title:** Proposal to Conduct Archaeological Monitoring – WaterSMART Drought Response Program

**Cost:** Estimated not to exceed cost for 40 days of monitoring: **\$58,428.00**

**Accepted by:**

D-BW

Signature

DAN BARTEL

Print Name

ENGINEER - MANAGER

Title

1/29/2024

Date

ROSEDALE - RIO BRAVO  
WATER STORAGE DISTRICT

Company Name

849 ALLEN ROAD  
BAKERSFIELD, CA 93314

Billing Address

DBARTEL@RRBWS.D.COM

RECHEVERRIA@RRBWS.D.COM

Email Address

(661) 589-6045

Phone



### General Terms

1. Labor rates are effective from **January 1, 2023** through **December 31, 2024**.
2. ASM will invoice, at cost, travel, record searches, reproduction, blueprinting, telephone, supplies, fees, and other non-labor direct costs (*where applicable*). Per Diem charges are based on reasonable and actual costs (*guided by the U.S. General Services Administration*). ASM will invoice mileage at **the current IRS mileage rate** per mile. ASM will invoice rental off-road vehicles at \$100 per day plus \$0.60 per mile. ASM will invoice sub-consultants' fees at cost plus 10% for administrative and Management oversight.
3. Billing invoices will be prepared **Monthly** and will contain charges of the previously ended month and prior for work in progress unless otherwise agreed. Client agrees to pay ASM Affiliates within 90 days after the invoice date. Any invoices not paid in 90 days are subject to a service charge of 1.5% *per month* on the unpaid balance (*including any previous interest*). An early payment discount of 1% will be applied if ASM receives payment within 30 days of the invoice date.
4. CLIENT must accept or reject the invoice within ten days of receipt and communicate such rejection to ASM's Accounts Receivable Department ([accountsreceivable@asmaffiliates.com](mailto:accountsreceivable@asmaffiliates.com)).
5. CLIENT will issue payment(s) to ASM for accepted invoices (*not rejected within ten days per item #4*) within ten days of receipt of payment from the PRIMARY CLIENT or within 90 days from the date of the accepted invoice, whichever is sooner.
6. Payment of ASM Affiliates' invoices for services performed will not be contingent upon the client's receipt of payment from other parties. Client agrees to pay legal costs, including Attorney's fees, incurred by ASM Affiliates in collecting any amounts past due and owing to the client's account.

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

February 5, 2024  
2:00PM

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 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**          2:00 p.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 February 3, 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 December 7, 2023

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## 4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

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- a) Consideration of 2<sup>nd</sup> Quarter Budget to Actual- FYE June 30, 2024 (Eileen)
- b) Consideration of Termination of Emergency Declaration (DanB)

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## 5. KERN FAN GROUNDWATER STORAGE PROJECT

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- a) Engineering (Dan)
  - i. Design Update
  - ii. Conveyance Alternatives
  - iii. Construction Update
- b) Grant Funding Update (Fiona)
- c) State Agreements Update- SEIR Pulse Flows (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@rrbwsd.com](mailto:mmisuraca@rrbwsd.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@rrbwsd.com](mailto:mmisuraca@rrbwsd.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 February 1, 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 February 1, 2024.



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

December 7, 2023  
10:00 AM

**DIRECTORS AND ALTERNATES PRESENT**

Roy Pierucci  
Peer Swan  
Doug Reinhart  
Jason Selvidge

**DIRECTORS ABSENT**

**OTHERS PRESENT**

Doug Gosling- (joined at 10:30AM) JPA Legal Counsel  
Dan Bartel- RRBWSD  
Megan Misuraca- RRBWSD  
Fiona Sanchez- IRWD  
Eileen Lin- IRWD  
Paul Weghorst- IRWD  
Trent Taylor- RRBWSD  
Kent Morris- IRWD  
Paul Cook- IRWD  
Wyatt Clarke- IRWD  
Neveen Adly- IRWD  
Gabby Wang- IRWD  
Curtis Skaggs- Dee Jaspar and Associates  
Joe Long- Stantec  
Wayne Dahl- Dahl Consulting

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 10:00 a.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 September 7, 2023

A motion was made by Director Selvidge with a second by Director Swan 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 FYE June 30, 2023 Audit and Financial Report- Ms. Lin presented the audit and financial report to the Board. A motion was made by Director Swan with a second by Director Selvidge to approve the FYE June 30, 2023 audit and financial report as presented. A roll call vote was taken and the motion unanimously passed.
- b) Consideration of 1<sup>st</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 Selvidge with a second by Director Swan to receive and file the 1<sup>st</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.
- c) Consideration of Appointment of Treasurer and Authorized Signer- Mr. Morris introduced Neveen Adly, Executive Director of Finance and Administration for Irvine Water District with the recommendation that the Board appoint Ms. Adly as the Groundwater Banking Joint Powers Authority Treasurer. A motion was made by Director Reinhart with a second by Director Selvidge to appoint Neveen Adly as the Treasurer and authorized signer for the Groundwater Banking Joint Powers Authority. A roll call vote was taken and the motion unanimously passed.
- d) Consideration of Emergency Action- Mr. Bartel reviewed current conditions and the Governors orders with the Board. A motion was made by Director Selvidge with a second by Director Swan to adopt Resolution No. 2023-03 continuing the flood emergency and authorizing procurement of equipment, services and supplies for such emergency without giving notice for bids to let contracts. 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. Long presented latest design and model testing efforts on the proposed Alternative 5 conveyance route.
  - iii. West Enos Pilot Project- Mr. Bartel reported operations have ceased on the West Enos pilot project.
- b) Grant Funding Update- Ms. Sanchez briefed the Board on the latest grant funding opportunities.
- 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.



- d) Consideration of Resolution No. 2023-04 USBR Small Storage Grant- Ms. Sanchez briefed the Board on the USBR Small Storage grant award and reviewed Resolution No. 2023-04 with the Board. A motion was made by Director Selvidge and a second by Director Reinhart to adopt Resolution No. 2023-04 acknowledging the GBJPAs ability to provide the 75% funding specified in the Small Surface Storage and Groundwater Storage Project Grant Application. A roll call vote was taken and the motion unanimously passed.
- e) Consideration of West Enos Construction Initiation- Mr. Bartel reported the NEPA process was completed on the West Enos project. A motion was made by Director Reinhart with a second by Director Swan to authorize the General Manager to initiate construction of the West Enos project per the memo dated April 12, 2023. The motion unanimously passed.

**6. GENERAL MANAGER'S REPORT**

No report.

**7. OTHER BUSINESS**

None.

**8. CLOSED SESSION**

No closed session.

**9. OPEN SESSION**

None.

**10. ADJOURN**

Director Pierucci adjourned the meeting at 11:30 a.m.

February 5, 2024  
Prepared by: Herbert Ng  
Reviewed by: Neveen Adly  
Agenda Item: 4a

FY 2023-24 Quarterly Actual to Budget Results

DISCUSSION:

The quarterly unaudited actual to budget and forecast results for the six-month period ended December 31, 2023 is attached as Exhibit "A". The report separates capital and operating expenditures.

The six-month year to date total expenditures were \$338.7 thousand compared to a budget of \$2.8 million. Actual expenditures were \$2.4 million or 88% under budget. This is primarily due to lower expenditures than budgeted related to the timing for engineering design and construction of the capital project, and lower than expected expenses for the West Enos Recharge Facility. Exhibit "A" provides additional comments.

The full year budget was \$3.1 million compared to the full year forecast of \$2.3 million. This is primarily due to the delay in construction of the capital project, and lower than anticipated expenditures for the West Enos Recharge Facility.

No cash call is required at this time.

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)

	<b>Actual 12/31/23 (Unaudited)</b>	<b>Budget 12/31/23</b>	<b>Budget to Actual (Over)/Under</b>	<b>Budget Variance %</b>	<b>Approved FY2023-24 Budget</b>	<b>Forecast Full Year FY2023-24</b>	<b>Forecast (Over)/ Under</b>	<b>FY2023-24 Budget Variance/Forecast Comments</b>
<b>Kern Fan Groundwater Capital Project</b>								
Engineering - Planning and Design Staff	\$ 23,500	\$ 52,200	\$ 28,700	55%	\$ 104,400	\$ 75,000	\$ (29,400)	Timing of expenditures.
Grant Administration and Reporting	2,700	3,400	700	21%	6,700	6,700	-	Timing of grant reporting and expenditures.
JPA Administration	23,300	28,800	5,500	19%	57,600	57,600	-	Timing of expenditures.
Supplemental Environmental Impact Report	200	2,000	1,800	90%	15,200	5,000	(10,200)	Timing of expenditures, anticipated 4th quarter.
Agreements with State Agencies	11,800	10,200	(1,600)	-16%	20,400	20,400	-	Timing of expenditures; SWP analysis and aqueduct modeling.
Engineering Design - Outside	36,300	150,000	113,700	76%	310,000	310,000	-	Timing of expenditures.
Engineering CA&I - Outside	-	92,000	92,000	100%	108,400	108,400	-	Not anticipated until 3rd or 4th quarter.
Construction	14,000	1,993,200	1,979,200	99%	1,993,200	1,400,000	(593,200)	Not anticipated until 3rd or 4th quarter.
Legal JPA	5,200	24,900	19,700	79%	72,300	30,000	(42,300)	Timing of expenditures.
Development of Agreement with FWS	-	-	-	0%	7,500	-	(7,500)	Deferred pending pulse flow CEQA.
Development of Agreement with DWR	-	-	-	0%	10,000	-	(10,000)	Deferred pending conveyance alignment.
Environmental	12,000	8,400	(3,600)	-43%	8,400	12,000	3,600	NEPA for Phase 1 completed.
Permitting	2,700	20,000	17,300	87%	20,000	20,000	-	Timing of permitting expenditures.
<b>Capital Project Total</b>	<b>131,700</b>	<b>2,385,100</b>	<b>2,253,400</b>	<b>94%</b>	<b>2,734,100</b>	<b>2,045,100</b>	<b>(689,000)</b>	
<b>Operating Expense</b>								
West Enos Recharge Facility	175,100	319,800	144,700	45%	319,800	200,000	(119,800)	Complete as of 12/31/23. Construction of permanent facilities to begin Q3.
Administration/Management	21,500	35,400	13,900	39%	70,900	70,900	-	Lower staff time than anticipated.
Audit	5,800	5,800	-	0%	5,800	5,800	-	
Bank Charges	2,900	1,600	(1,300)	-81%	3,200	5,900	2,700	Bank fees higher than anticipated.
Insurance	3,600	3,400	(200)	-6%	6,900	6,900	-	
Membership	1,000	1,000	-	0%	1,000	1,000	-	
Website Maintenance	-	1,000	1,000	100%	1,000	1,000	-	Timing of expenditures.
<b>Operating Expense Total</b>	<b>209,900</b>	<b>368,000</b>	<b>158,100</b>	<b>43%</b>	<b>408,600</b>	<b>291,500</b>	<b>(117,100)</b>	
<b>Revenue</b>								
Interest Revenue	(2,900)	(1,600)	1,300	81%	(3,200)	(5,900)	(2,700)	Interest revenue higher than anticipated.
<b>Revenue Total</b>	<b>(2,900)</b>	<b>(1,600)</b>	<b>1,300</b>	<b>81%</b>	<b>(3,200)</b>	<b>(5,900)</b>	<b>(2,700)</b>	
<b>Total</b>	<b>\$ 338,700</b>	<b>\$ 2,751,500</b>	<b>\$ 2,412,800</b>	<b>88%</b>	<b>\$ 3,139,500</b>	<b>\$ 2,330,700</b>	<b>\$ (808,800)</b>	

TO: Groundwater Banking JPA Board of Directors  
Agenda Item 4b

FROM: Doug Gosling

DATE: 2/5/2024

RE: Consideration of Past Declaration of Flood Emergency

**Discussion:**

In March of 2023, Governor Newsom released Executive Order N-4-23, which declared a state of emergency due to severe winter storms and flooding within California. In May of 2023, the Governor released Executive Order N-7-23 with additional emergency items. Additionally, on August 4, 2023, Governor Newsom signed another Executive Order, N-10-23, to prepare for the next wet season. The orders authorized state agencies to take necessary actions to protect public health, safety, and property, and directed state agencies to coordinate with local governments and assist in the response and recovery efforts. As storms brought more rain and snow to California, the Executive Order aimed to lift regulations and set clear conditions for diverting flood waters without permits to boost groundwater recharge storage.

As of April 6, 2023, the Northern Sierra Precipitation Eight-Station Index had received 59.6 inches of precipitation, or 132 percent of average-to-date. As of April 6, 2023, the Northern Sierra Snow Water content was 196 percent of the April 1 average and 200 percent of average-to-date; the Central Sierra Snow Water content was 238 percent of the April 1 average and 242 percent of average-to-date; and the Southern Sierra Snow Water content was 296 percent of the April 1 average and 305 percent of average-to-date. As of April 6, 2023, the statewide average snow water equivalent in the Sierra Nevada was 61.7 inches, as compared to 14.7 inches on the same date in 2018. Similarly, Observed water year-to-date Kern River Basin flow is 230% of average, or 507,000-acre feet (af). Forecast April-July runoff of the Kern River was over 2,000,000 af and 318% of average. Lake Isabella storage had more than 300,000 af; the reservoir was expected to fill. Forecast peak North Fork and South Fork Kern River flow into Lake Isabella was 23,000 af on June 5. The Kern River Watermaster was expecting releases from the reservoir to exceed 8,000 cfs for a sustained period of time.

In light of those conditions, it was imperative and pertinent that the GBJPA address the flooding emergency and protect the interests of water users and farmers within the project area by improving and repairing facilities and obtaining equipment necessary to convey and store the historically high flows expected in 2023. JPA staff had determined that the emergency conditions would not permit a delay resulting from the competitive solicitation of bids, and action was necessary to address the emergency and the items subject to the declaration.

Resolution No. 2023-03 was adopted to authorize the General Manager to take all necessary actions to address the emergency, such as coordinating with state and federal emergency response agencies to provide necessary assistance and resources to affected water users and farmers, expediting recharge projects, allocating emergency funds, and working closely with stakeholders. The resolution authorized the General Manager to take necessary actions to replace, rebuild, repair, or otherwise modify conveyance and recharge facilities that experience any failure during groundwater recharge operations, or which are anticipated to experience



failure as a result of major storms or flood conditions, and to take such actions as necessary to capture, convey and store all available water supplies.

**Recommendation:**

JPA staff has reviewed the current state of conditions and recommends that Resolution No. 2023-03 be withdrawn and terminated effective immediately and requests that the Board of Directors make a motion to withdraw and terminate such resolution at this time.



December 19, 2023

Lauren Bauer, Water Resources Manager  
c/o Kern County Water Agency  
3200 Rio Mirada Drive  
Bakersfield, CA 93308

David Okita, PE  
c/o Department of Water Resources  
715 P Street  
Sacramento, CA 95814

Re: Aqueduct Hydraulic Modeling – Flow Scenario Request

Mr. Okita and Ms. Bauer,

The Department of Water Resources (DWR) and HDR are performing hydraulic modeling of the California Aqueduct and in conjunction with that effort are evaluating alternatives for the proposed Kern Fan Project deliveries on behalf of the Groundwater Banking Joint Powers Authority (GBJPA). In previous discussions, DWR and HDR have requested feedback on what flow scenarios the GBJPA would like modeled. We suggest breaking this into two steps:

#### Step 1 – Pool 28 Level Analysis

Three scenarios have been requested to be modeled for evaluation. These include:

- 1) CVC “Existing” Condition
  - Estimate the required Aqueduct levels for the existing Greater Bakersfield Turnouts and the CVC Pool 1 for flows of 800 cfs, 1,000 cfs, 1,200 cfs, and 1,400 cfs.
  - What is the estimated maximum flow achievable through CVC Pool 1 within the Aqueduct operating levels – “Normal Min” and “Normal Max”?
- 2) New Kern Fan Turnout and Separate Canal (Referred to as Alt 3)
  - Estimate the required Aqueduct levels for the Greater Bakersfield Turnouts and the CVC Pool 1 for flows of 800 cfs, 1,000 cfs, 1,200 cfs, and 1,400 cfs while also modeling 450 cfs through a proposed new Kern Fan turnout and separate canal approximately 600-ft upstream of the Greater Bakersfield Turnouts.
  - What is the estimated maximum flow achievable in each facility within the Aqueduct operating levels – “Normal Min” and “Normal Max”?
- 3) Joint Works Project – Reconfigured Siphon & Parallel Canal (Referred to as Alt 5)
  - Estimate the required Aqueduct levels for the Greater Bakersfield Turnouts and the CVC Pool 1 Joint works concept with an increase in flows of 450 cfs, i.e., 1,250 cfs, 1,450 cfs, 1,650 cfs, and 1,850 cfs.



- What is the estimated maximum flow achievable within the Aqueduct operating levels – “Normal Min” and “Normal Max”?

#### Step 2 – Aqueduct Capacity Analysis

It is our understanding that the flow conditions and water deliveries along the California Aqueduct can impact the ability of DWR to maintain normal operating levels and that capacity constraints may limit additional deliveries available from Pool 28. The proposed Kern Fan Project is anticipated to achieve its greatest use during times of Article 21 water being available (typically March-May). We also expect that there would likely be use during peak irrigation periods through the fall months (typically July-November). We therefore believe modeling the above scenarios for months of high operation within the Aqueduct such as 2017 and 2023 are appropriate. We would like to understand the ability of the Aqueduct to deliver an additional 450 cfs (or the maximum available flow if less than 450 cfs) from Pool 28 and the impacts for the three scenarios above. To help us understand and select scenario parameters we would like to request field delivery for 2017 and 2023 for the water flows/deliveries and the associated water levels from Pool 24 down through the Buena Vista Pump Station. Once we have this information we will be in a much better position to propose scenarios for this Step 2 of the analysis.

We, as always, appreciate your efforts in this analysis and welcome any questions you may have.

Sincerely,



Dan Bartel, General Manager

Cc:

Curtis Skaggs  
Fiona Sanchez  
Paul Weghorst  
Craig Wallace  
Joseph Long  
Wayne Dahl  
Renato Espinoza Torres  
Trent Taylor

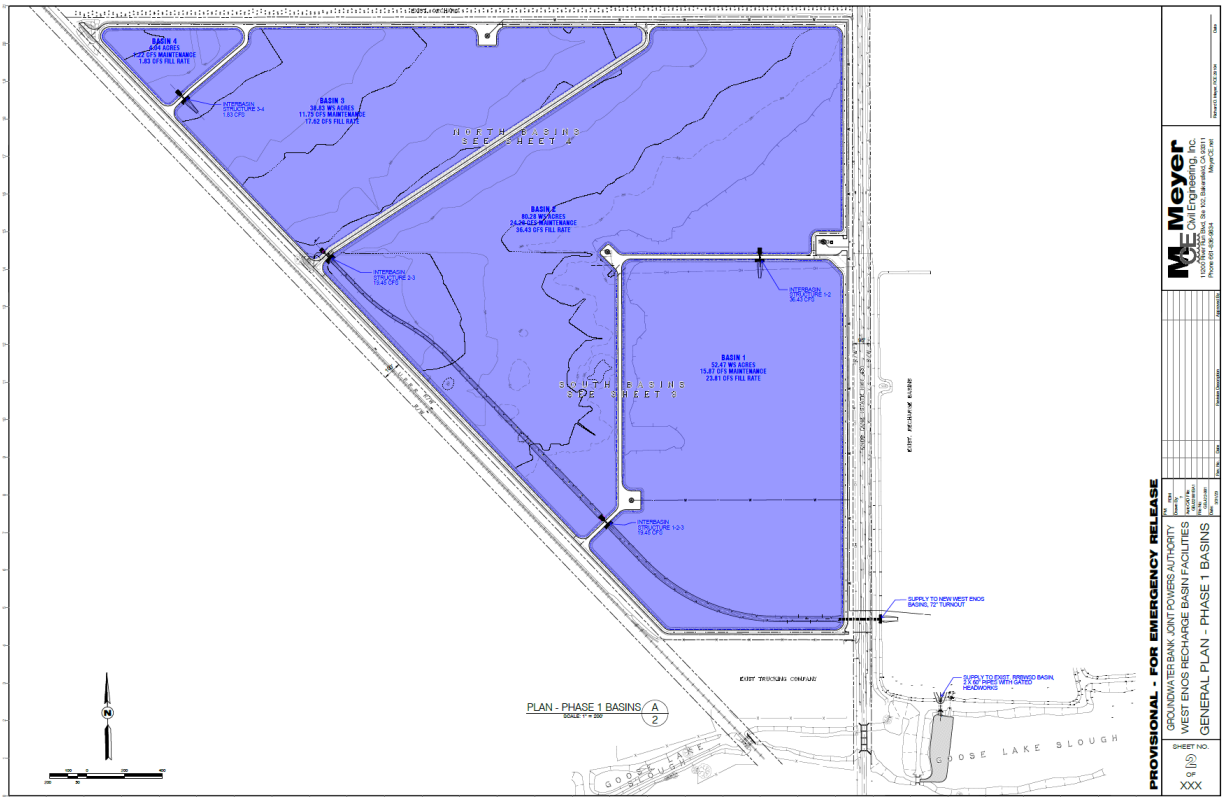
West Enos Project

DISCUSSION:

Prior to deciding to implement a pilot project the GBJPA had prepared for construction of the recharge facilities. Efforts were made to expedite construction in response to the wet 2023 conditions per emergency declaration including applying for Caltrans permits, ordering of check structures, and executing of construction contracts. In April 2023 we were notified that we were awarded a \$4.7M grant towards the construction. It became clear that the USBR process would not be completed in time to take advantage of 2023 water supplies so the Pilot Project was initiated and construction was put on hold pending NEPA and contract completion. The USBR has now completed these efforts. On December 7 the GBJPA authorized the General Manager to initiate recharge project construction as described under attached memorandum dated April 12, 2023. Construction is scheduled to commence in February of the basin berms and the highway culverts.

RECOMMENDATION:

None





**Kern Fan Groundwater Storage Project – Task No. 2**  
**WEST ENOS RECHARGE FACILITY PROJECT**  
**Engineering Professional Services**

DISCUSSION

The Design Package #1 (DP#1) “Recharge Basins & Infrastructure” is being designed by Meyer Civil Engineering/AECOM. A sixty-percent (60%) level design has been completed for the West Enos Recharge Facility which is approximately 200 acres located on the west side of Enos Lane and north of the Goose Lake Channel in Section 26, T29S, R25E also being APN’s 104-240-22, 104-240-30, and 104-240-31. The engineering team was asked to finalize these plans to the point where they could be utilized to construct the West Enos Recharge Facility under an emergency declaration.

The scope of work and the associated costs are outlined below:

<u>Earthwork</u>	<u>Lonnie A. Cross Land Leveling, Inc.</u>
• Mobilization, Demobilization, & Cleanup	\$82,350.00
• Clearing & Grubbing	\$21,230.00
• Scarification & Recompaction beneath Embankments	\$135,150.00
• Existing Irrigation Pipe Removal & Disposal	\$14,976.00
• Keyway beneath Levee Embankments	\$110,695.00
• Levee Embankment Fill	\$606,490.70
• Low Water Channel – Borrow Area	\$6,000.00
• Well Pads	\$38,816.00
• Excavate Boring & Receiving Pits	\$6,420.00
• Ripping and Floating Pond Bottoms	\$39,600.00
• Performance & Payment Bonds	<u>\$21,234.55</u>
Total Budget:	\$1,082,962.25

Lonnie A. Cross Land Leveling has performed similar projects to this one for the District and performed well. They are familiar with the plans and specifications and can commence construction activity immediately. They are estimating approximately 100 working days or 5 months to complete the scope of work noted above. The estimated completion date is the middle of September 2023.

Lonnie A. Cross Land Leveling could also expedite the earthwork by working five (5) 10 hour days per week or working six (6) days per week. This would add approximately \$150,000 to \$200,000 to the cost proposal, but would reduce the duration of the project by approximately

one month. Therefore, the estimated completion date would be around the middle of August if overtime work were implemented.

**Highway Crossing**

- Install Four 48"x5/8" Steel Casings
- Performance & Payment Bonds

**All-State Boring**

	\$628,168.00
	<u>\$10,500.00</u>
Total Budget:	\$638,668.00

All-State Boring has performed similar projects to this one on numerous occasions and performed well. They are familiar with the plans and specifications and can commence construction activity immediately. They are proposing to install the four casings using the hammer method due to the extremely sandy nature of existing soils and wanting to protect the highway. They are estimating approximately 30 working days or 1-1/2 months to complete the scope of work noted above. This work will require an encroachment permit from Caltrans and the work cannot proceed until that is approved. The encroachment permit application is being submitted to Caltrans and as soon as the permit is received this work can commence.

**Pipelines and Conveyance Structures**

- Mobilization, Demobilization, & Cleanup
- Install Two Interbasin Structures
- Install Three 42" HDPE Carrier Pipelines
- Performance & Payment Bonds

**Nicholas Construction, Inc.**

	\$35,000.00
	\$80,000.00
	\$100,000.00
	<u>\$5,000.00</u>
Total Budget:	\$220,000.00

Nicholas Construction, Inc. will be the General Engineering Contractor to install the conveyance structures and pipelines to convey water to the property. They have performed similar projects for the District and performed well. The District is still working to get budget costs from Nicholas and the costs noted above are merely placeholders.



**Materials Testing**

- Compaction Testing

**Soils Engineering, Inc.**

\$51,590.00

Total Budget: \$51,590.00

Soils Engineering, Inc. (SEI) will provide materials testing services. This will include full-time compaction testing at the beginning to establish compaction efforts, proper moisture levels, and methods and then the compaction testing will be reduced to once per day.

**Project Management & Construction Inspection**

- Engineering Services

**Dee Jaspar & Associates, Inc.**

\$98,378.00

Total Budget: \$98,378.00

Dee Jaspar & Associates, Inc. (DJA) will provide project management and construction inspection for the contracts noted above. The work will include:

- General Correspondence and Communication with Contractors and District
- Submittal and RFI Review and Responses
- Review Proposed Change Orders and Provide Recommendations
- Review Monthly Progress Payments and Provide Approval for Payment
- Site Inspection, Quality Control, and Daily Reporting and Monthly Progress Reports
- Permitting Compliance and Coordination
- Project Close-Out

In addition, DJA has prepared a preliminary cash-flow forecast for the project duration beginning in May 2023 and running through October 2023. This forecast is attached as Exhibit A.

**LIST OF EXHIBITS**

- Exhibit A: Cash-Flow Forecast
- Exhibit B: Lonnie A. Cross Land Leveling, Inc. Cost Proposal dated April 7, 2023
- Exhibit C: All-State Boring Cost Proposal dated April 4, 2023
- Exhibit D: Soils Engineering, Inc. Cost Proposal dated April 11, 2023
- Exhibit E: Dee Jaspar & Associates, Inc. Cost Proposal dated April 10, 2023

**EXHIBIT A**  
**PROJECT CASH-FLOW FORECAST**



Groundwater Banking Joint Powers Authority								
West Enos Recharge Facility Project								
Cash-Flow Forecast								
Earthwork - Lonnie Cross								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Mobilization	\$62,409.55						
2	Clearing & Grubbing	\$21,230.00						
3	Scarification & Recompaction	\$135,150.00						
4	Irrigation Pipe Removal	\$14,976.00						
5	Keyway Overexcavation & Recompaction	\$83,021.25	\$27,673.75					
6	Levee Embankment Fill	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14		
7	Low Water Channel					\$6,000.00		
8	Well Pads				\$38,816.00			
9	Excavate Boring Pit		\$6,420.00					
10	Ripping and Floating Pond Bottoms					\$39,600.00		
11	Demobilization					\$41,175.00		
	Subtotals:	\$438,084.94	\$155,391.89	\$121,298.14	\$160,114.14	\$208,073.14		\$1,082,962.25
Highway Crossings - All State Boring								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Mobilization	\$10,500.00						
2	Install Four 48" Cased Crossings	\$157,042.00	\$157,042.00	\$314,084.00				
3	Demobilization			\$0.00				
	Subtotals:	\$167,542.00	\$157,042.00	\$314,084.00				\$638,668.00
General Contractor - Nicholas Construction								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Mobilization				\$20,000.00			
2	Install Interbasin Structures					\$80,000.00		
3	Install Carrier Pipes beneath Enos Lane				\$100,000.00			
4	Demobilization					\$20,000.00		
	Subtotals:				\$120,000.00	\$100,000.00		\$220,000.00
Materials Testing - Soils Engineering (SEI)								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Compaction Testing and Materials Observation	\$16,000.00	\$8,530.00	\$8,530.00	\$8,530.00	\$10,000.00		\$51,590.00
Project Management and CM - Dee Jaspar & Associates, Inc. (DJA)								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Project Management and Construction Inspection	\$16,396.35	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$98,378.00
2	Caltrans & Cal OSHA Permitting	\$10,000.00	\$10,000.00					\$20,000.00
		May	June	July	August	September	October	Totals
	<b>Monthly Cash Flow Forecast:</b>	\$648,023.29	\$347,360.22	\$460,308.47	\$305,040.47	\$334,469.47	\$16,396.33	\$2,111,598.25

**EXHIBIT B**  
**LONNIE A. CROSS LAND LEVELING, INC.**  
**COST PROPOSAL**



PROPOSAL TO  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT

Name of Bidder: Lonnie A. Cross Land Leveling, Inc.

Business Address: 14711 McCaffrey Street

in the City of Bakersfield, County of Kern,

State of California, Zip Code 93313.

Phone No. 661-808-0760.

TO: BOARD OF DIRECTORS,  
GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)

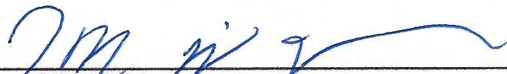
Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the 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 the Work and complete in a workmanlike manner, all of the work required in connection with the construction and other 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 GBJPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

**SCHEDULE OF WORK ITEMS**

**WEST ENOS RECHARGE FACILITIES  
 EMERGENCY PROJECT**

<u>Base Bid Items</u>			<u>Unit Price</u>	<u>Total</u>
<u>Item</u>	<u>Approx.</u>	<u>Description</u>	<u>Dlrs./Cts.</u>	<u>Amount</u>
<u>No.</u>	<u>Quantity</u>			<u>Dlrs./Cts.</u>
1	Lump Sum	Mobilization, Demobilization, & Cleanup	<u>\$82,350.00</u>	<u>\$82,350.00</u>
2	193 Acres	Clearing & Grubbing Project Site and Beneath Levee Embankments	<u>\$110.00</u>	<u>\$21,230.00</u>
3	26.5 Acres	Scarification & Re-compaction Beneath Levee Embankments	<u>\$5,100.00</u>	<u>\$135,150.00</u>
4	1,300 LF	Existing Irrigation Pipe Removal and Disposal	<u>\$11.52</u>	<u>\$14,976.00</u>
5	34,060 CY	Keyway Beneath Levee Embankment Over-Excavation	<u>\$3.25</u>	<u>\$110,695.00</u>
6	92,594 CY	Levee Embankment Fill	<u>\$6.55</u>	<u>\$606,490.70</u>
7	Lump Sum	Low Water Channel – Borrow Areas	<u>\$6,000.00</u>	<u>\$6,000.00</u>
8	Lump Sum	Well Pad – 4 Total	<u>\$9,704.00</u>	<u>\$38,816.00</u>
9	Lump Sum	Excavate Boring & Receiving Pits	<u>\$6,420.00</u>	<u>\$6,420.00</u>
10	176 Acres	Ripping and Floating Pond Bottoms	<u>\$225.00</u>	<u>\$39,600.00</u>
11	Lump Sum	Performance & Payment Bonds	<u>\$21,234.55</u>	<u>\$21,234.55</u>
SUBTOTAL, Base Bid Items				<u>\$1,082,962.25</u>
ADDITION (+) OR				\$+ _____
DEDUCTION (-)*				\$- _____
TOTAL AMOUNT OF BID				<u>\$1,082,962.25</u>

  
 \_\_\_\_\_  
 Signature of Bidder



It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work whether they be more or less than those shown.

GBJPA reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by GBJPA in its sole discretion, to be in GBJPA's best interest.

\*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, 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).

**STATEMENTS BY BIDDER**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier and location of plant proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by GBJPA of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to GBJPA, 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 GBJPA, without subjecting GBJPA 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 GBJPA, without subjecting GBJPA to any liability for the substitution, change or omission. The successful bidder shall reimburse GBJPA for any expenses incurred by GBJPA as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

The listing of lead times for delivery is for informational purposes only and will not affect the Contract Time(s) specified herein or entitle the successful bidder to an extension(s) of time. The successful bidder is responsible for obtaining delivery of all items at times that will ensure completion within the Contract Time(s).

A. Lead time for delivery from date of signing the Agreement shall be as follows:

<u>Item</u>	<u>Calendar Days</u>
N/A	
_____	_____
_____	_____
_____	_____



- B. 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	

- C. The name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work, or improvements, in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid, and the portion of the Work which will be done by each subcontractor is set forth as follows:

<u>Name of Subcontractor</u>	<u>Address of Offices</u>	<u>Portion of Work to be Subcontracted</u>
N/A		

- D. 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.

- E. Person who inspected site of the proposed Work for the bidder:

Name: Kreg Cross Date of Inspection: 04/04/2023

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

- F. It is agreed that, if requested by GBJPA, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of their current financial condition.

G. The undersigned shall furnish the following information. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional sheets may be attached if necessary.

(1) Address: Physical: 14711 McCaffrey Street Bakersfield, CA 93313  
Mailing: P.O. Box 10149 Bakersfield, CA 93389

(2) Type of firm: Individual \_\_\_\_\_  
Partnership \_\_\_\_\_  
Joint Venture \_\_\_\_\_  
Corporation Secretary of State # C-2329916  
FEIN # 77-0565551

(3) Telephone: 661-808-0760

(4) Contractor's license: Primary class. C-12 Lic. No. 547565  
Supplemental classifications held, if any: DIR # 1000033525

(5) Number of years as a contractor in construction work of this type: 45 years

(6) Three projects of this type and complexity recently constructed by bidder:

<u>Contract Amount</u>	<u>Type of Project</u>	<u>Date Completed</u>	<u>Owner's Name &amp; Address</u>
<u>\$1,128,063.48</u>	<u>Grading</u>	<u>Ongoing</u>	<u>Kern Delta Water District</u> <u>Old River Ponds</u>
<u>\$1,096,152</u>	<u>Grading</u>	<u>12/23/2022</u>	<u>Southern San Joaquin</u> <u>Municipal Utility District</u> <u>Giumarra Spreading Basin</u>
<u>\$2,121,818</u>	<u>Grading</u>	<u>11/09/2020</u>	<u>Homer LLC Kecks Corner</u>



**BID SECURITY DECLARATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

ACCOMPANYING THIS PROPOSAL IS \_\_\_\_\_  
(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 (GBJPA)**

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to GBJPA in case this is accepted by GBJPA and the undersigned fails to execute an Agreement with GBJPA as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to GBJPA, and accompanied by the required certificates of insurance coverage and endorsements. Should GBJPA be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of GBJPA's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to GBJPA 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 venturer).

Lonnie A. Cross Land Leveling, Inc.

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President - Kreg Cross

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Vice President - Nathan Fallgatter

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CFO / Treasurer - Nicolette Cross

---

Secretary - Karen Fallgatter

---

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**ADDENDA ACKNOWLEDGMENT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall signify receipt of all addenda (if any) here:

Addenda Nos.

N/A

Respectfully submitted,

JM NW

Contractor or Authorized Representative

By LONNIE A. CROSS

LANDEUERLING INC.

P. O. BOX 10149

BAKERFIELD, LA  
93389

Complete Business Address

(661) 808-0760

(661) 809-2013

Telephone Number

✓  
FAX Number

547565

Contractor's License Number

Dated: 4/7/23

NOTE: If bidder is a **corporation**, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and the corporate seal shall be affixed; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an **individual**, his signature shall be placed above; if the bidder is a **joint venture**, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.



## CERTIFICATION OF BIDDERS AND QUALIFICATIONS

### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

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 GBJPA 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 07 day of April, 2023

Lonnie A. Cross Land Leveling, Inc.

Name of Bidder

547565

Contractor's License No.

June 30, 2023

Contractor's License Expiration Date



Signature of Bidder

President

Title of Signatory

**SAFETY PROGRAM CERTIFICATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

CONTRACTOR certifies to GBJPA 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. 2022-614827

Signed this 07 day of April, 2023

Lonnie A. Cross Land Leveling, Inc.

Name of Bidder



Signature of Bidder

Kreg Cross - President

Title



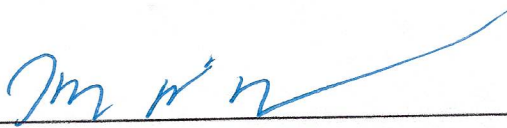
**NON-COLLUSION AFFIDAVIT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**


State of California )  
 ) ss.  
County of Kern )

Kreg Cross, being first duly sworn, deposes and says that he or she is President of Lonnie A. Cross Land Leveling, INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Witness my hand and official seal.

 (Corporate Seal)  
Signature

Subscribed and sworn to before me on April 07, 2023

 (Notary Seal)  
(Notary Public)



CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

Subscribed and sworn to (or affirmed) before me on

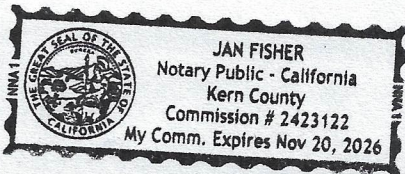
this 7 day of APRIL, 2023 by  
Date Month Year

(1) KREG CROSS

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.


Description of Attached Document

Title or Type of Document: NON-COLLUSION AFFIDAVIT

Document Date: APRIL 7, 2023 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: NONE



 Lennie A. Cross Land Leveling Kern Delta Water District Construction of Old River Grading Ponds Schedule	Week #1	Week #2	Week #3	Week #4	Week #5	Week #6	Week #7	Week #8	Week #9	Week #10
	12-16-2022	12-20-2022	12-27-2022	1-3-2023	1-10-2023	1-17-2023	1-24-2023	1-31-2023	2-7-2023	2-14-2023
	12-19-2022	12-23-2022	12-30-2022	1-6-2023	1-13-2023	1-20-2023	1-27-2023	2-3-2023	2-10-2023	2-17-2023
Notice to Proceed, Mobilization, Environmental Compliance & Permitting, Bonds, Insurance, 6	[Green bar from Day 1 to Day 6]									
Develop Water Supply 6	[Blue bar from Day 1 to Day 6]									
Prepare, Maintain, & Restore Access Routes 86	[Blue bar from Day 1 to Day 86]									
Clearing & Grubbing 19	[Green bar from Day 11 to Day 19]									
Removal of Large Trees 3	[Green bar from Day 11 to Day 13]									
Over Excavate & Recompact 52	[Yellow bar from Day 11 to Day 52]									
In-place Fill 53	[Yellow bar from Day 11 to Day 53]									
Grading of Stine Canal 30	[Brown bar from Day 18 to Day 30]									
48 inch HDPE culvert 15	[Brown bar from Day 18 to Day 33]									
One 48 inch and four 38 inch diversion structure with piping into Stine Canal 23	[Blue bar from Day 25 to Day 48]									
One 48 inch and one 38 inch diversion structure with piping into ponds 15	[Green bar from Day 53 to Day 68]									
Rip rap 9	[Green bar from Day 67 to Day 76]									
As Built Survey 3	[Green bar from Day 67 to Day 70]									
Rip & Float Basin Bottoms 15	[Green bar from Day 67 to Day 82]									
Grading of Basin Bottoms 10	[Green bar from Day 67 to Day 77]									
Finish Grading of Project, roads, levees, side-slopes, ramps, etc. 10	[Green bar from Day 67 to Day 77]									
Demobilization 5	[Green bar from Day 67 to Day 72]									
	Week #11	Week #12	Week #13	Week #14	Week #15	Week #16	Week #17	Week #18		
	2-27-2023	3-6-2023	3-13-2023	3-20-2023	3-27-2023	4-3-2023	4-10-2023	4-17-2023	4-24-2023	5-1-2023
	2-28-2023	3-7-2023	3-14-2023	3-21-2023	3-28-2023	4-4-2023	4-11-2023	4-18-2023	4-25-2023	5-2-2023
Milestones	67	68	69	70	71	72	73	74	75	76
Notice to Proceed, Mobilization, Environmental Compliance & Permitting, Bonds, Insurance, 6	[Green bar from Day 67 to Day 72]									
Develop Water Supply 6	[Blue bar from Day 67 to Day 72]									
Prepare, Maintain, & Restore Access Routes 86	[Blue bar from Day 67 to Day 86]									
Clearing & Grubbing 19	[Green bar from Day 67 to Day 76]									
Removal of Large Trees 3	[Green bar from Day 67 to Day 70]									
Over Excavate & Recompact 52	[Yellow bar from Day 67 to Day 82]									
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Finish Grading of Project, roads, levees, side-slopes, ramps, etc. 10	[Green bar from Day 67 to Day 77]									
Demobilization 5	[Green bar from Day 67 to Day 72]									



Lonnie A. Cross  
LandLeveling Inc.

Mailing Address: P.O. Box 10149

Bakersfield, CA 93389

Admin Phone: 661-808-0760

Kreg Cross (661) 809-2013

[Admin@crosslandleveling.com](mailto:Admin@crosslandleveling.com)

Contractor's License #547565

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**4.7.23**

West Enos Recharge Facilities

Explanation of bid items

Curtis Skaggs, Matt Hooker

Item 1: Mobilization, Demobilization & Cleanup

Included in this bid item: SWPPP, DCP, Insurance, Waiver of Subrogation, GPS Model, Final As-built survey

Item 2: Clearing and grubbing project site and beneath Levee embankments:

Included in this bid item: Remove trees, pipes and debris from around sumps and dispose.

Item 3: Scarification and re-compaction beneath levee embankments:

Item 4: Existing Irrigation pipe removal and disposal:

Representing at least 12" PVC or concrete pipe. The concrete pipe will be stockpiled for use around structures. The PVC Will be disposed of. A reduction of \$ 6,000.00 (disposal fee & Trucking) in the price if it is concrete pipe.

Item 5: Keyway Beneath levee Embankment over-excavation:

Includes shrinkage.

Item 6: Levee embankment fill:

This includes water supply. Access through trucking yard or through railroad right of way or through is preferred. Possibly use a culvert under the railroad tracks if the adjacent property owner is agreeable for a temporary pipeline from the creek (pipeline rental Extra). If the water supply is across the road on Enos lane then add \$ 1.00 per CY because of extra precautions



crossing the road. If the well is used then cost and usage will be provided at no charge. Also includes a sheepsfoot to mix dissimilar materials in the compaction process.

**Item 7: Low water channel- borrow areas:**

Hold lines and grades as stated, clean up at the end. Volume is in the in-place fill.

**Item 8: Well Pad- 4 total:**

If the In-Place fill volume is in Item 6 then we would delete this bid item. If this is not in Item 6 or there are special circumstances regarding backfill around the conductor then a the dollar amount in the base bid would apply.

**Item 9: Excavate boring and receiving pits:**

Excavate and stockpile dirt. Does not include backfill or shoring. 30 x 30 x 10.5 deep 1.5/1 slopes

**Item 10: Ripping and floating pond bottoms:**

This item represents 24" deep approximately 3-4 ft apart one time over with the ripper with and 3 perimeter end passes. With one float pass.

An alternate price would be 5 ft deep 6 ft apart with a slip plow to mix and shatter the soil. \$ 725 per/ Acre x 176 acres = \$ 127,600.00 with one mobilization.

**Item 11: Performance and payment bonds:**

2% of project.

**Notes:**

Independent Compaction testing is not in this proposal. Surveys and Staking right of ways and GPS control is not in this proposal. We can possibly speed up the project by going 6 days a week but overtime rates would apply.

## PROPOSAL

### DOCUMENT CHECKLIST

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

Bid proposals shall include the following documents:

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



**EXHIBIT C**  
**ALL-STATE BORING**  
**COST PROPOSAL**

## PROPOSAL

### DOCUMENT CHECKLIST

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

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- Bid Bond, Cash, or Certified Check
- Proposed Construction Schedule



PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT

Name of Bidder: CNSB, INC. DBA ALLSTATE BORING

Business Address: 7553 JENNDA ST.

in the City of BAKERSFIELD, County of KERN,

State of CALIFORNIA, Zip Code 93314.

Phone No. 661-399-5000.

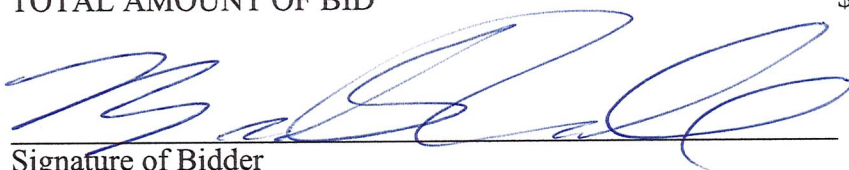
TO: BOARD OF DIRECTORS,  
GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)

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 within the 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 the Work and complete in a workmanlike manner, all of the work required in connection with the construction and other 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 GBJPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

### SCHEDULE OF WORK ITEMS

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

<u>Base Bid Items</u>			<u>Unit Price</u>	<u>Total</u>
<u>Item</u>	<u>Approx.</u>	<u>Description</u>	<u>Dlrs./Cts.</u>	<u>Amount</u>
<u>No.</u>	<u>Quantity</u>			<u>Dlrs./Cts.</u>
1	Lump Sum	Mobilization, Demobilization, & Cleanup	\$ <u>Ø</u>	\$ <u>Ø</u>
2	4 EA <i>100'</i>	48"x5/8" Steel Casing by Hammer Method from Enos Ln R/W to R/W	\$ <u>157,042</u>	\$ <u>628,168</u>
3	Lump Sum	Performance & Payment Bonds	\$ <u>10,500</u>	\$ <u>10,500</u>
SUBTOTAL, Base Bid Items				\$ <u>638,668</u>
ADDITION (+) OR				\$+ _____
DEDUCTION (-)*				\$- _____
TOTAL AMOUNT OF BID				\$ <u>638,668</u>
				
Signature of Bidder				



It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work whether they be more or less than those shown.

GBJPA reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by GBJPA in its sole discretion, to be in GBJPA's best interest.

\*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, 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).

**STATEMENTS BY BIDDER**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier and location of plant proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by GBJPA of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to GBJPA, 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 GBJPA, without subjecting GBJPA 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 GBJPA, without subjecting GBJPA to any liability for the substitution, change or omission. The successful bidder shall reimburse GBJPA for any expenses incurred by GBJPA as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

The listing of lead times for delivery is for informational purposes only and will not affect the Contract Times(s) specified herein or entitle the successful bidder to an extension(s) of time. The successful bidder is responsible for obtaining delivery of all items at times that will ensure completion within the Contract Time(s).

A. Lead time for delivery from date of signing the Agreement shall be as follows:

<u>Item</u>	<u>Calendar Days</u>
<u>48" x .625" Casinets</u>	<u>8 calendar days</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



B. 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>
48" CASING / CASING SALES COMPANY POLYMER PIPE	DURA BOND

C. The name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work, or improvements, in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid, and the portion of the Work which will be done by each subcontractor is set forth as follows:

<u>Name of Subcontractor</u>	<u>Address of Offices</u>	<u>Portion of Work to be Subcontracted</u>
NONE	—	—

D. 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.

E. Person who inspected site of the proposed Work for the bidder:

Name: BRIAN SHEPHERD Date of Inspection: 4-4-23

Name: KENNY SCOTT Date of Inspection: 4-4-23

F. It is agreed that, if requested by GBJPA, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of their current financial condition.

G. The undersigned shall furnish the following information. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional sheets may be attached if necessary.

- (1) Address: 7553 JENICO ST.  
BOMERSFIELD, CO. 80314
- (2) Type of firm: Individual \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Joint Venture \_\_\_\_\_  
 Corporation (S) CORP - CNSB, INC. DBA GILLSTATE BOREING
- (3) Telephone: 601-978-8589
- (4) Contractor's license: Primary class. A Lic. No. 872946  
 Supplemental classifications held, if any: CL01-DD9
- (5) Number of years as a contractor in construction work of this type: 17
- (6) Three projects of this type and complexity recently constructed by bidder:

<u>Contract Amount</u>	<u>Type of Project</u>	<u>Date Completed</u>	<u>Owner's Name &amp; Address</u>
<u>\$ 2+ MILLION</u>	<u>JACK &amp; BORE</u>	<u>2022</u>	<u>CHEYRON - KSI</u>
<u>\$ 750,000</u>	<u>JACK &amp; BORE</u>	<u>2023</u>	<u>ORGO ENERGY - PCL</u>
<u>\$ 100,000+</u>	<u>PIPE BOM</u>	<u>2018</u>	<u>CITY OF BOMERSFIELD - LUM LYLES</u>



**BID SECURITY DECLARATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

ACCOMPANYING THIS PROPOSAL IS Bidders 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 (GBJPA)**

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to GBJPA in case this is accepted by GBJPA and the undersigned fails to execute an Agreement with GBJPA as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to GBJPA, and accompanied by the required certificates of insurance coverage and endorsements. Should GBJPA be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of GBJPA's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to GBJPA 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 venturer).

CNSB, Inc. DBA - Allstate Boring  
Brian Sherrell - president, secretary, treasurer

**ADDENDA ACKNOWLEDGMENT**

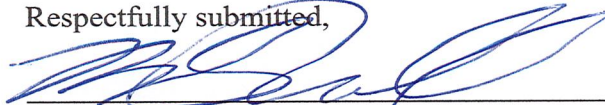
**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall signify receipt of all addenda (if any) here:

Addenda Nos.

---

Respectfully submitted,



Contractor or Authorized Representative

By BRIAN SHERRELL

7553 JENICO DR. BAKERSFIELD, Ca. 93314

Complete Business Address

661-399-5000

Telephone Number

661-399-4144

FAX Number

872940

Contractor's License Number

Dated: 4-4-23

NOTE: If bidder is a **corporation**, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and the corporate seal shall be affixed; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an **individual**, his signature shall be placed above; if the bidder is a **joint venture**, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.



## CERTIFICATION OF BIDDERS AND QUALIFICATIONS

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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.

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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.

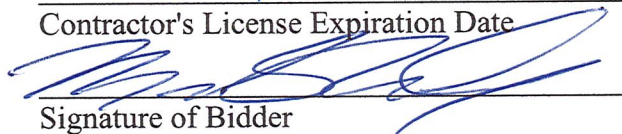
Furthermore, Bidder hereby certifies to GBJPA that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this 4 day of APRIL, 2023

CNSB, INC. DBO ALLSTATE BORING  
Name of Bidder

872946  
Contractor's License No.

2-29-24  
Contractor's License Expiration Date

  
Signature of Bidder

PRESIDENT  
Title of Signatory

### SAFETY PROGRAM CERTIFICATION

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

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

CONTRACTOR certifies to GBJPA 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. 918810

Signed this 4 day of APRIL, 2023

CNSB, INC. DBA ALLSTATE BORING  
Name of Bidder

  
Signature of Bidder

PRESIDENT  
Title



# THE OHIO CASUALTY INSURANCE COMPANY

BOND NO.: CNSIN-001

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:


That we, CNSB, INC. DBA ALLSTATE BORING, (hereinafter called the Principal), and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of NEW HAMPSHIRE, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of CALIFORNIA, as Surety, are held and firmly bound unto GROUNDWATER BANKING JOINT POWERS AUTHORITY, (hereinafter called the obligee) in the sum equal to 10% of the accompanying bid of the Principal, not, however, in excess of TEN PERCENT OF THE TOTAL AMOUNT OF THE BID Dollars (10% OF THE BID AMOUNT), for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid for WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT, in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.


NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 5<sup>TH</sup> day of APRIL, 2023.

CNSB, INC. DBA ALLSTATE BORING

BY:  \_\_\_\_\_

THE OHIO CASUALTY INSURANCE COMPANY

BY:  \_\_\_\_\_

MATTHEW R. DOBYNS, Attorney-in-Fact



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

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

Certificate No: 8208425-969327

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley M. Spohn, Hamilton Kenney, Matthew R. Dobyns, Randy Spohn

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July, 2022



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2023



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

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

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



# CALIFORNIA ALL-PURPOSE 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 ORANGE

On 4/5/2023 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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 of Notary

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- PARTNER(S)                       LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

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

**SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)**

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





**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me  
 on this 5<sup>th</sup> day of April, 2023,  
 by Date Month Year

(1) Brian Sherrell

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature Nicole Kitchen  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Non-Collusion Affidavit Document Date: 4/5/2023

Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

# Allstate Boring Schedule and Exclusions

Date: April 5th 2023

## West Enos Recharge Facilities Emergency Project


**JOB IS BID FOR 4 CROSSING @ 100 FEET EACH**

### Construction schedule

Description of task	Days
Mobilize	1
Delivery of 48" casing	3
Welding of 48"	9
Hammering of 48"	10
48" Casing clean out	3
Demob	2
<b>Total</b>	<b>28</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**

x   
Brian Sherrell - President



**EXHIBIT D**  
**SOILS ENGINEERING, INC. (SEI)**  
**COST PROPOSAL**



April 11, 2023

Proposal 23-242

**Groundwater Bank Joint Powers Authority**  
C/O Rosedale-Rio Bravo Water Storage District  
859 Allen Rd.  
Bakersfield, CA 93314

Attn: Mr. Dan Bartel, General Manager

Subject: PROPOSAL: Inspection Services & Misc. Materials Testing  
Project: West Enos Recharge Facility  
Location: Enos Lane, North of Goose Lake Slough, Kern County, CA

Dear,

Thank you for contacting Soils Engineering, Inc. (SEI) to provide services for the above listed project. Our services will consist of engineering or inspection services and/or miscellaneous field and laboratory materials testing services based on a Time & Materials (T&M) basis per our 2023 Fee Schedule. Below is an estimate for the scope of work required per the provided drawings.

**Soils and Grading**

Special Inspector Mass Grading-Full time ([10] 8hr. days @ \$115/hr.).....	\$ 9,200.00
Special Inspector Mass Grading-Periodic ([80] 3hr. Visits @ \$115/hr.) .....	\$ 27,600.00
Soil Sieve Analysis (ASTM D422 (10 @ \$100/ea.).....	\$ 1,000.00
Maximum Densities (ASTM D1557 Method 'A' or 'B' (10 @ \$170/ea.).....	\$ 1,700.00
Maximum Densities (ASTM D1557 Method 'C' (2 @ \$220/ea.).....	\$ 440.00
..... Estimated Subtotal:	\$ 39,940.00

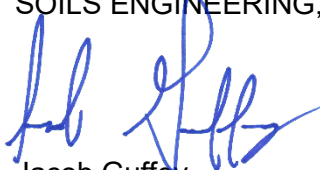
**Project Management:**

Project Manager (40 hrs. @ \$100/hr.) .....	\$ 4,000.00
Project Reporting (40 hrs. @ \$45/hr.) .....	\$ 1,800.00
Engineering Review (30 hrs. @ \$195/hr.) .....	\$ 5,850.00
..... Estimated Subtotal:	\$ 11,650.00

..... **Estimated Total: \$ 51,590.00**

The above listed hours and tests are only estimates for the requested project scope. Any additional services not listed above will also be billed on a T&M basis per our attached 2023 Fee Schedule. We appreciate the opportunity to provide our services. Should you have any questions, or would like additional information regarding our services, or to discuss our proposal in detail, please don't hesitate to contact our office.

Respectfully submitted,  
SOILS ENGINEERING, INC.

  
Jacob Guffey  
Field Manager

  
On Man Lau  
Engineering Manager



# **SOILS ENGINEERING, INC. Terms for Engineering, Inspection Services and/ or Materials Testing**

## **THIS AGREEMENT**

**SEI PROPOSAL NO. 23-242**

This agreement is made by and between SOILS ENGINEERING, INC. (SEI), herein after referred to as Geotechnical Engineer, and **BGJPA c/o RRBWSD**, herein after referred to as Client. This agreement between the parties consists of these terms, the attached proposal identified as **23-242 (Inspection Services & Misc. Materials Testing for the West Enos Recharge Facility, located at Enos Lane, North of Goose Lake Slough, Kern County, CA)** dated April 11, 2023, and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

**STANDARD OF CARE:** The client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Geotechnical Engineer will be based solely on information available to the geotechnical engineer. The geotechnical engineer is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by the geotechnical engineer under this agreement are expected by the client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty expressed or implied is made.

**SITE ACCESS AND SITE CONDITIONS:** Client will grant or obtain free access to the site for all equipment and personnel necessary for the geotechnical engineer to perform the work set forth in this agreement. The client will notify any and all possessors of the project site that client has granted geotechnical engineer free access to the site. The geotechnical engineer will take reasonable precautions to minimize damage to the site, but it is understood by client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

The client is responsible for the accuracy of locations for all subterranean structures and utilities. The Geotechnical Engineer will take reasonable precautions to avoid known subterranean structures, and the client waives any claim against Geotechnical Engineer, and agrees to defend, indemnify, and hold Geotechnical Engineer harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, client agrees to compensate geotechnical engineer for any time spent or expenses incurred by Geotechnical Engineer in defense of any such claim with compensation to be based upon Geotechnical Engineer's prevailing fee schedule and expense reimbursement policy.

**SAMPLE DISPOSAL:** The geotechnical engineer will dispose of all remaining samples after the required testing is complete unless other arrangements are made. Further storage or transfer of samples can be made at client's expense upon client's prior written request.

**CONSTRUCTION MONITORING:** If the geotechnical engineer is retained by the client to provide a site representative for the purpose of monitoring specific portions of the construction work as set forth in the proposal then this phrase applies. For the specified assignment, the geotechnical engineer will report observations and professional opinions to the client. No action of the geotechnical engineer or geotechnical engineer's site representative can be construed as altering any agreement between the client and others. The geotechnical engineer will report any observed work to the client which, in the geotechnical engineer's professional opinion, does not conform with plans and specifications. The geotechnical engineer has no right to reject or stop work of any agent of the client. Such rights are reserved solely for the client. Furthermore, the geotechnical engineer's presence on site does not in any way guarantee the completion or quality of the performance or the work of any party retained by the client to provide construction related services.

The geotechnical engineer will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or agreement of the client, or safety precautions and programs incident thereto.

**BILLING AND PAYMENT:** The services that are agreed upon are listed in SEI proposal 23-242 dated April 11, 2023. Client will pay the geotechnical engineer the lump sum amount indicated on SEI's Proposal. If an estimate for services was provided, then all services will be billed as Time & Materials (T&M) per our referenced fee schedule in SEI proposal 23-242. Invoices will be submitted to Client by Geotechnical Engineer and will be payable upon presentation. If client objects to all or any portion of any invoice, client will so notify geotechnical engineer in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from the date of invoice. Client will pay an additional charge of one and one half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent account, except any portion of the invoiced amount in dispute and resolved in favor of client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount.

Client Initials \_\_\_\_\_

**CONTRACT: Inspection Services & Misc. Materials Testing**

**SEI Proposal No. 23-242**

**Proposal: West Enos Recharge Facility**

**April 11, 2023**

**Location: Enos Lane, North of Goose Lake Slough, Kern County, CA**

**Page 2**

All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the client to geotechnical engineer per geotechnical engineer's current fee schedules. In the event client fails to pay geotechnical engineer within sixty (60) days after invoices are rendered, client agrees that geotechnical engineer will have the right to consider the failure to pay the geotechnical engineer's invoice as a breach of this agreement.

**TERMINATION:** This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if the client suspends the work for more than three (3) months. In the event of termination, geotechnical engineer will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

**RISK ALLOCATION/RELEASE/INDEMNIFICATION:** There are a variety of risks which potentially affect the Geotechnical Engineer by virtue of entering into an agreement to perform professional engineering services on the Client's behalf. One of these risks stems from the Geotechnical Engineer's potential for human error. In order for the Client to obtain the benefit of a fee which includes a lesser allowance for dealing with the Geotechnical Engineer's risks, the Client agrees to limit the Geotechnical Engineer's liability to the Client and to all other parties for claims arising out of the Geotechnical Engineer's performance of the services described in the agreement. The total aggregate liability of the Geotechnical Engineer will be limited to the insurance policy provided to the Client. The Client hereby releases Geotechnical Engineer for and from all claims, losses, liabilities, damages, actions, causes of action and remedies other than Client's remedy to claim and receive insurance proceeds as an additional insured under the insurance policy required by the provisions of this Agreement. Such release includes a waiver of all rights and benefits accorded by the provisions of California Civil Code Section 1542. The Client agrees to indemnify, defend and hold harmless Geotechnical Engineer, for all claims, losses, liabilities, damages, actions, causes of action and remedies arising from or in connection with Geotechnical Engineer's performance of its duties and obligations under this Agreement, including Geotechnical Engineer's acts or omissions, other than Client's remedy to claim and receive insurance proceeds as an additional insured under the insurance policy required by the provisions of this Agreement.

Limitations on liability, releases and indemnities in this agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, excepting only the sole negligence or willful misconduct of Geotechnical Engineer. The parties bound by the provisions of this Section include the Client and its officers, directors, owners, members, agents, employees, affiliates, subcontractors, successors and assigns. The parties benefited by the provisions of this Section include Geotechnical Engineer and its officers, directors, owners, members, agents, employees, affiliates, subcontractors, successors and assigns. The parties also agree that the Client shall not be entitled to seek or recover damages in excess of the above limitations indirectly through suits with other parties who may join the Geotechnical Engineer as a third party defendant.

Notwithstanding anything to the contrary contained in this Agreement, both Client and Geotechnical Engineer agree that neither party will be liable to the other, under any circumstances, for special, consequential, or punitive damages arising out of or related to this agreement or any acts or omissions of SEI.

**DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Client warrants that a reasonable effort to inform geotechnical engineer of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Geotechnical engineer and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Geotechnical engineer and client also agree that the discovery of unanticipated hazardous materials may make it necessary for geotechnical engineer to take immediate measures to protect health and safety. Client agrees to compensate geotechnical engineer for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

The Geotechnical Engineer agrees to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold The Geotechnical engineer harmless for any and all consequences of disclosures made by The Geotechnical engineer which are required by governing law. In the event the project site is not owned by client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the agreement, client waives any claim against geotechnical engineer, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold geotechnical engineer harmless from any claim, liability, and/or defense costs for injury or loss arising from geotechnical engineer's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with the possible reduction of the property's value. Client will be responsible of any samples secured by the geotechnical engineer which are found to be contaminated.

Client Initials \_\_\_\_\_



**CONTRACT: Inspection Services & Misc. Materials Testing**  
**Proposal: West Enos Recharge Facility**  
**Location: Enos Lane, North of Goose Lake Slough, Kern County, CA**

**SEI Proposal No. 23-242**  
**April 11, 2023**  
**Page 3**

**DISPUTES RESOLUTION:** All claims, disputes, and other matters in controversy between geotechnical engineer and client arising out of or in any way related to this agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent client and geotechnical engineer have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution" which, if attached, is incorporated and made a part of this agreement.

If a dispute at law arises related to the services provided under this agreement and that dispute arises litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where geotechnical engineer's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

**GOVERNING LAW AND SURVIVAL:** The law of the state of California will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for cause.

**NO THIRD-PARTY BENEFICIARIES:** Nothing herein is intended to convey any rights to individuals or entities that are not parties to this Agreement.

The parties have read the foregoing, understand completely the terms, and willingly enter into this agreement which will become effective on the date signed by the client below.

**Soils Engineering, Inc.**

**Groundwater Bank Joint Powers Authority**  
**C/O Rosedale-Rio Bravo Water Storage District**

\_\_\_\_\_  
Tony M. Frangie, Vice President

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

Date:

\_\_\_\_\_  
(Please Print Name & Title Above)



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# 2023

# FEE SCHEDULE

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**Geotechnical Engineering • Geological Engineering • Environmental Engineering  
Surveying • Drilling Services • Materials Testing & Inspection**

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### Leadership Team

L. Thomas Bayne..... President  
Tony Frangie ..... Vice President  
On Man Lau..... Engineering Manager  
Robert Becker..... Environmental Manager  
Darren McCaffrey..... Chief Surveyor  
Jacob Guffey..... Field Manager  
Andrew Lucas..... Laboratory Manager





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## INTRODUCTION

Since our inception in Bakersfield, California in 1966, Soils Engineering, Inc. has endeavored to provide our clients with the best in professional engineering consulting, materials testing, and drilling services for geotechnical and environmental exploration.

Listed herein are prices for engineering and testing services we most frequently perform.

Sampling and testing are conducted in accordance with the latest applicable specifications of the American Society for Testing and Materials, American Association of State Highway Officials, or other pertinent agencies.

### **Basis for charges for 2023**

Test prices shown are for laboratory work only and include reporting of routine results not calling for recommendation or conclusion. The standard turn-around time for all laboratory testing is five (5) working days. For all expedited laboratory testing requests, an additional rush fee of fifty percent (50%) will be added. All soil samples will be discarded after test completion, unless prior arrangements have been made.

Services and inspection(s) within a radius of fifty (50) miles will incur a two-hour minimum with a one-hour block thereafter. Services and inspection(s) outside of fifty (50) miles will incur a four-hour minimum with a two-hour block thereafter. Service commenced between the hours of 7:00am and 4:00pm will be performed at the standard rates presented herein. Any services initiated outside of these hours will be billed at the appropriate rate. Services that are rendered more than eight-hours (and up to twelve) on any weekday and on Saturdays will be billed at time and a half. Services rendered more than twelve-hours on any weekday, on Holidays, on Sundays, or more than eight-hours on Saturdays will be charged at two-times the hourly rate.

Requests for copies of Geotechnical or Environmental Investigations previously completed and reported must be approved by the original client. Once approved by the client, the person requesting will be required to pay a one-time report charge of two-hundred dollars (\$200.00) prior to release of the report.

Miscellaneous expenses encountered in performance of services, such as printing and binding, permits, supplies not normally used to perform a specific job, etc. are billed at cost plus a twenty percent (20%) service charge. All heavy equipment rentals are based on a minimum charge of four hours, not including travel time.

Invoices are submitted at monthly intervals, or upon completion of the project, whichever is sooner. Engineering, project management and report preparation time will be added to invoices, as required. Payment for all work performed is due upon receipt of the invoice, unless otherwise agreed. A service charge of one and one-half percent (1.5%) per month will be added to overdue accounts thirty (30) days after the date of the original invoice.



## 2023 FEE SCHEDULE

### PROFESSIONAL STAFF RATES

Senior Registered Engineer / Licensed Land Surveyor or Principal .....	\$195.00/hr.
Registered Engineer or Geologist, REA II .....	\$195.00/hr.
Project Professional .....	\$150.00/hr.
Staff Engineer .....	\$120.00/hr.
Staff Geologist.....	\$120.00/hr.
Expert Testimony and Special Consultation (4hr Minimum).....	\$500.00/hr.
Project Administrator/Coordinator .....	\$85.00/hr.
Administrative Assistant/Clerical.....	\$75.00/hr.
Report Preparation/Clerical .....	\$45.00/per report

### TECHNICAL STAFF RATES

Field, Laboratory, & Project Manager.....	\$100.00/hr.
Engineering Technician (Field or Laboratory) .....	\$80.00/hr.
Deputy Inspector (Requires Certified Testers or Inspectors, i.e., ICC, AWS, Caltrans, etc.) .....	\$90.00/hr.

### SURVEYING SERVICES

Survey Crew (1-Person) .....	\$160.00/hr.
Survey Crew (2-Person) .....	\$200.00/hr.
Dig Alert USA Ticket Staking / Layout .....	\$105.00/hr.
Surveyor Office Research & Calculations.....	\$125.00/hr.
Computer Aided Drafting (CAD).....	\$125.00/hr.
Trimble Handheld GPS Device, & Digital Optical Level .....	\$105.00/day
Trimble R8 GPS, & Trimble VX Total Station .....	\$260.00/day
Leica C10 3D Scanner.....	\$750.00/day

### DRILLING SERVICES

Drilling Services (CME 75 HT) two-man crew .....	\$320.00/hr.
Drilling Services (CME 45 HT) two-man crew .....	\$270.00/hr.

In adverse drilling conditions, the client will be responsible for replacing lost or broken equipment.





2023 FEE SCHEDULE

**PREVAILING WAGE RATES – SOUTHERN CALIFORNIA**

*This Fee Schedule was developed based on determination index SC-23-63-2-2020-2D, general prevailing wage journeyman. The billing rates are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.*

Group 1 .....	\$115.00/hr.
<i>Field Soils &amp; Materials Tester, Field Asphaltic Concrete, Field Earthwork, Roof Inspector, Water Proofer</i>	
Group 2 .....	\$120.00/hr.
<i>AWS-CWI Inspector, Building/Construction Inspector, Licensed Grading Inspector, Reinforcing Steel, Reinforced Concrete, Pre/Post-Tension Concrete, Structural Steel &amp; Welding Inspector, Glue-Lam &amp; Truss Joints, Truss-Type Joint Construction, Shear Wall &amp; Floor System, Concrete Batch Plant, Spray-Applied Fireproofing, Structural Masonry</i>	
Group 3 .....	\$125.00/hr.
<i>Non-Destructive Testing (NDT)</i>	
Survey Crew (1-Person) .....	\$210.00/hr.
Survey Crew (2-Person) .....	\$300.00/hr.
Drilling Services (CME 75 HT) two-man crew .....	\$370.00/hr.
Drilling Services (CME 45 HT) two-man crew .....	\$345.00/hr.

**PREVAILING WAGE RATES – NORTHERN CALIFORNIA**

*This Fee Schedule was developed based on determination index NC-63-3-9-2020-2, general prevailing wage journeyman. The billing rates are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.*

Group 1 .....	\$125.00/hr.
<i>DSA Masonry, DSA Shotcrete, Lead Inspector, NICET Level IV &amp; NDT Level II</i>	
Group 2 .....	\$115.00/hr.
<i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Shear Wall/Floor System Inspector, Building/Construction Inspector</i>	
Group 3 .....	\$110.00/hr.
<i>Geotechnical Driller, Soils/Asphalt, Earthwork Grading, Excavation &amp; Backfill, NICET Level II</i>	
Group 4 .....	\$105.00/hr.
<i>ACI, Drillers Helper, ICC Fireproofing, NICET Level I, Proof-load Testing, Torque Testing, NACE, NDT Level I</i>	
Survey Crew (1-Person) .....	\$210.00/hr.
Survey Crew (2-Person) .....	\$300.00/hr.
Drilling Services (CME 75 HT) two-man crew .....	\$370.00/hr.
Drilling Services (CME 45 HT) two-man crew .....	\$345.00/hr.



## 2023 FEE SCHEDULE

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### TRAVEL AND EXPENSES

Travel Time Rates .....	Hourly Rates
Vehicle Mileage Rates.....	\$0.585/mile
Drill Rig Mileage Rates.....	\$2.50/mile
Per Diem Per Person.....	Cost plus 20%
Equipment Rental or Subcontracting Charges.....	Cost plus 20%

### SOIL TESTING OR INSPECTIONS

#### RELATIVE COMPACTION TESTS

Nuclear Gauge Method - (ASTM D2922 Soil / ASTM D2950 Asphalt).....	\$10.00/test
Nuclear Gauge Method - (CTM-231 Soil / CTM-375 Asphalt).....	\$10.00/test
Sand Cone Method - (ASTM D1556) .....	\$10.00/test
Sand Calibration - (ASTM D1556) .....	\$100.00/test

#### DENSITY & MOISTURE DETERMINATIONS

Tube Density - (ASTM D2937).....	\$20.00/test
Native Soil Moisture - (ASTM D2216 / CTM-226).....	\$20.00/test
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method A or B) .....	\$170.00/test
Maximum Density/Optimum Moisture (Check Point) (ASTM D1557 Method A or B) .....	\$75.00/test
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method C) .....	\$220.00/test
Maximum Density/Optimum Moisture (Check Point) (ASTM D1557 Method C) .....	\$100.00/test
Maximum Density/Optimum Moisture w/ Rock Correction (ASTM D1557 & D4718) .....	\$350.00/test
California Impact (CTM-216) .....	\$250.00/test

#### SOIL TESTS

Sieve Analysis with # 200 Wash Test - (ASTM D422) .....	\$100.00/test
Hydrometer Method - (ASTM D422).....	\$200.00/test
# 200 Wash Test Only - (ASTM D422) .....	\$60.00/test
Plasticity Index - (ASTM D4318) .....	\$200.00/test
Expansion Index - (ASTM D4829) .....	\$150.00/test
Specific Gravity of Soils (Vacuum) (ASTM D854).....	\$200.00/test
Sand Equivalent (CTM-217) .....	\$100.00/test
Standard Resistance "R" Value (CTM-301).....	\$250.00/test
Aggregate Base Resistance "R" Value (CTM-301) .....	\$350.00/test
Dispersion Test (Pin Hole) (ASTM D4647).....	\$300.00/test
Permeability Coefficient (ASTM D2434) .....	\$150.00/test

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## 2023 FEE SCHEDULE

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Percolation Rate (Field Test).....	By Quote
SO <sup>4</sup> /pH/CL/EC (Sulfate/pH/Chloride) .....	\$150.00/set
Thermal Conductivity of Soils and Soft Rock by Thermal Needle Probe (ASTM D5334).....	\$250.00/test

### **SOIL STRENGTH, SHEAR AND CONSOLIDATION TEST**

Consolidation (4-Points) (ASTM D2435) .....	\$150.00/test
Direct Shear (3-Point Curve) (ASTM D3080) .....	\$200.00/test
Unconfined Compression (ASTM D2166).....	\$200.00/test
Soil Strength Specimen Preparation & Testing (Cement / Lime) (Various Methods) .....	By Quote

### **ASPHALT & AGGREGATE TESTING OR INSPECTIONS**

#### **ASPHALTIC CONCRETE TESTING**

HVEEM Method Max Density Compaction (CTM-304, Set of 3, Lab Mixed).....	\$300.00/set
HVEEM Method Max Density Compaction (CTM-304, Set of 3, Pre-Mixed) .....	\$200.00/set
Marshall Method Max Density Compaction (ASTM D1559, Set of 3, Lab Mixed).....	\$300.00/set
Marshall Method Max Density Compaction (ASTM D1559, Set of 3, Pre-Mixed) .....	\$200.00/set
Theoretical Maximum Specific Gravity/Density (RICE) (CTM-309) .....	\$175.00/test
Bitumen Content by Ignition Oven (CTM-382).....	\$200.00/test
Mix Design Ignition Oven Correction Factor Determination @ 538°C or 482°C(CTM-382) .....	\$720.00/ea.
Moisture Content of Bituminous Mixtures (CTM-370) .....	\$50.00/test
Reclaimed Asphalt Paving (RAP) Oil Content (CTM-LP9) .....	\$200.00/test
Reclaimed Asphalt Paving (RAP) Moisture Content (CTM-LP9).....	\$30.00/test
Bulk Specific Gravity and Density of Asphalt Cores (CTM-308) .....	\$20.00/ea.
Test Preparation of Drilled Asphalt Cores (Saw Cuts for Layer Separation).....	\$10.00/ea.
Stabilometer "S" Value of Bituminous Mixtures (CTM-366 Set of 3 + Compaction) .....	\$200.00/set

#### **AGGREGATE TESTING**

Combined Aggregate Gradation (CTM-202) (ASTM C117 & C136) .....	\$200.00/test
Split Coarse Aggregate Gradation (CTM-202) (ASTM C117 & C136) .....	\$100.00/split
Sand Equivalent (CTM-217) .....	\$100.00/test
Percentage Crushed Particles (CTM-205).....	\$150.00/test
Specific Gravity of Coarse Aggregate (CTM-206) (ASTM D127).....	\$100.00/test
Specific Gravity of Fine Aggregate (CTM-207) (ASTM D128).....	\$150.00/test
Durability Index (DI) (Coarse) (CTM-229) .....	\$220.00/test
Durability Index (DI) (Fine) (CTM-229) .....	\$220.00/test
Cleanness Value (CV) (CTM-227).....	\$210.00/test
Abrasion by use of LA Rattler Machine (CTM-211).....	\$350.00/test
Organic Impurities (ASTM C40) .....	\$100.00/test

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## 2023 FEE SCHEDULE

### CONCRETE / MASONRY TESTING OR INSPECTIONS

#### CONCRETE TESTING

Compressive Strength of Concrete Cylinders (ASTM C39 / CTM-521) (Set of 4) .....	\$100.00/set
Compressive Strength of Concrete Cylinders (ASTM C39 / CTM-521) (Individual >4) .....	\$25.00/ea.
Flexural Test of Concrete Beams (ASTM C78) .....	\$150.00/ea.
Compressive Strength of Drilled Concrete Cores (ASTM C42) .....	\$50.00/ea.
Test Preparation of Drilled Cores or Cast Cylinders (Saw Cuts) .....	\$10.00/ea.
Compressive Strength of Lightweight Insulating Concrete Cylinders (ASTM C495) .....	\$50.00/ea.
Unit Weight of Structural Lightweight Concrete (ASTM C567) .....	\$100.00/test
Air Content of Freshly Mixed Concrete (ASTM C231) .....	\$100.00/test
Concrete Moisture/Alkali Test Kit (ASTM F1869) .....	\$75.00/test
Concrete Relative Humidity Probe (ASTM F2170) .....	\$75.00/test

#### MASONRY TESTING

Compressive Strength of Grout (ASTM C942) (Set of 3) .....	\$100.00/set
Compressive Strength of Mortar (ASTM C109) (Set of 3) .....	\$100.00/set
Compressive Strength of Drilled Masonry Cores (ASTM C42) .....	\$50.00/ea.
Masonry Core Shear Test .....	\$50.00/test
Compressive Strength of Grouted Masonry Prism (ASTM C1314) .....	\$450.00/set
Test Preparation of Grouted Masonry Prism (Saw Cutting) .....	By Quote
Compressive Strength of Concrete Masonry Unit (CMU) (3 Required) (ASTM C140) .....	\$300.00/set
Moisture, Absorption & Unit Weight of CMU (3 Required) (ASTM C140) .....	\$150.00/set
Shrinkage of CMU (3 Required) (ASTM C426) .....	\$450.00/set

### STRUCTURAL TESTING OR INSPECTIONS

#### REINFORCING STEEL

Tensile Strength & Bend Test # 3 through # 8 (ASTM A615/A706) .....	\$100.00/test
Tensile Strength & Bend Test # 9 through # 11 (ASTM A615/A706) .....	\$200.00/test
Tensile Strength # 14 or #18 (ASTM A615/A706) .....	By Quote
Bend Test # 14 or #18 (ASTM A615/A706) .....	By Quote

#### WELDING INSPECTION

Visual Field or Shop Welding Inspection .....	\$85.00/hr.
Ultrasonic Field or Shop Testing .....	\$120.00/hr.





## 2023 FEE SCHEDULE

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### **STRUCTURAL STEEL**

Spray Applied Fireproofing Inspection .....	\$85.00/hr.
Spray Applied Fireproofing Density Tests .....	\$100.00/test
Spray Applied Fireproofing Adhesion Tests .....	\$50.00/test
Tensile Strength (ASTM A36) .....	By Quote
Bend Test (ASTM A36) .....	By Quote
Sample Preparation.....	By Quote

### **STRUCTURAL BUILDING (Shear Wall / Roofing)**

Shear Panel Inspection.....	\$100.00/hr.
Roof Installation Inspection.....	By Quote
Glu-Lam Inspection.....	By Quote
Cut Analysis of Built-Up Roofs .....	\$200.00/ea.
Roof Tile Strength Test - Clay or Concrete (5 Required).....	\$100.00/test
Roof Tile Absorption Test - Clay or Concrete (5 Required) .....	\$60.00/test

### **STRUCTURAL BOLTING**

Structural Bolts - Bolt/Nut/Washer (Proof Load, Tensile, Hardness) .....	\$600.00/set of 3
Structural Anchor Bolts - Bolt/Nut/Washer (Proof Load, Tensile, Hardness) .....	By Quote

### **BRINELL HARDNESS**

Standard Indenter for Steel or Cast Iron (F Pins) (ASTM E10) .....	\$50.00/ea.
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## **EQUIPMENT & MATERIALS**

### **MISCELLANEOUS EQUIPMENT**

Service Truck / Flat Bed Truck (Mileage Charged Separately) .....	\$150.00/day
Concrete/Asphalt/Masonry Coring Rig .....	\$200.00/day
Hydraulic Pull Test Equipment (Up to 24 Tons).....	\$100.00/day
Hydraulic Pull Test Equipment (25 Tons to 50 Tons).....	\$200.00/day
“S” Beam Load Cell (0.5 Tons to 5 Tons).....	\$100.00/day
Auto-Read Floor Profiler (Floor Flatness Dipstick).....	\$400.00/day
Pachometer - Rebar Locator .....	\$100.00/day
Schmidt Hammer.....	\$100.00/day
Ultrasonic Testing Equipment .....	\$150.00/day
Skidmore-Wilhelm Device (Model MZ).....	\$250.00/day
Skidmore-Wilhelm Device (Model H) .....	\$300.00/day
Calibrated Torque Wrench (Large) .....	\$75.00/day
Calibrated Torque Wrench (Small) .....	\$25.00/day
Steam Cleaning Unit.....	\$200.00/day
Generator .....	\$100.00/day

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## 2023 FEE SCHEDULE

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Roto Hammer / Demo Hammer.....	\$25.00/day
Submersible Pump.....	\$150.00/day
Water Level Meter.....	\$50.00/day
Water Quality Test Meter.....	\$50.00/day
Paint Thickness Meter.....	\$75.00/day

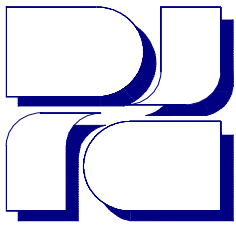
### **GEOPHYSICAL TESTING & EQUIPMENT**

Ground Penetrating Radar (GPR) - Noggin 100.....	\$500.00/site/day
Utiliguard Locating System (Ditchwitch).....	\$200.00/site/day
Nimbus Seismograph.....	\$500.00/test
Resistivity Meter (A-Spacings).....	\$300.00/test
Ground Rod Resistivity Meter.....	\$100.00/day
Downhole Geophones.....	By Quote
Magnetometer.....	By Quote
Neutron Moisture Gauge.....	By Quote

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**EXHIBIT E**  
**DEE JASPAR & ASSOCIATES, INC. (DJA)**  
**COST PROPOSAL**



February 5, 2024  
Agenda Item: 5.iii  
**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 10, 2023

Dan Bartel  
c/o Rosedale-Rio Bravo Water Storage District  
849 Allen Road  
Bakersfield, CA 93314

**RE: Kern Fan Groundwater Storage Project  
West Enos Project Management and Assistance**

Mr. Bartel,

Attached is a cost proposal for providing project management and construction inspection services for the West Enos Earthwork Facility Project. The scope of work includes:

- General correspondence and communication with Contractors
- Submittal and RFI review and responses as appropriate
- Review proposed Change Orders and provide recommendations
- Review monthly progress payments and provide approval for payment
- Site Inspection, Quality Control, and Daily Reporting
- Permitting Compliance and Coordination
- Project Close-Out

The above noted items will be performed for multiple contracts that include the site earthwork, Enos Lane road crossing, and pipeline and conveyance structure installations. The budget for the project management and construction inspection work is approximately \$98,378.00.

The work will be billed on a time and material basis in accordance with our 2023 Rate Schedule.

Please let me know if you have any questions, concerns, or need anything else. Thank you for the opportunity to serve the District on this project.

Thanks,

*Curtis Skaggs*

Curtis M. Skaggs, PE



February 5, 2024  
 Agenda Item: 5aiii  
**Dee Jaspar Associates**  
**Consulting Civil Engineers**

Groundwater Banking Joint Powers Authority West Enos Recharge Facility Project								
	Principal Engineer	Registered Engineer / Project Manager	Staff Engineer	Draftsperson	Survey Crew	Subconsultants	Miscellaneous	
Scope of Work	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Cost (\$)	Total
<b>1. Project Management and Construction Inspection</b>	<b>\$217/hr</b>	<b>\$169.50/hr</b>	<b>\$133/hr</b>	<b>\$120.50/hr</b>	<b>\$157.5/hr</b>	<b>\$150/hr</b>	<b>Fixed Fee</b>	
Project Correspondence and Meetings		80	80					\$24,200
Submittal and RFI Review and Correspondence		12	16					\$4,162
Change Order Review and Correspondence		12	12					\$3,630
Progress Payment Review and Correspondence		12	12					\$3,630
Site Inspection, Quality Control, and Daily Reporting		80	300				1650	\$55,110
Project Close-Out and As-Builts		12	16					\$4,162
Permitting Compliance		8	16					\$3,484
<b>Subtotal:</b>	0	216	452	0	0	0	1650	\$98,378
<b>Total Hours Estimated:</b>	0	216	452	0	0	0	1650	
<b>Total Engineering Estimate:</b>	\$0	\$36,612	\$60,116	\$0	\$0	\$0	\$1,650	\$98,378

# KERN COUNTY SUBBASIN MANAGERS MEETING AGENDA

Location: GEI/Teams  
 Date: February 9, 2024  
 Time: 8:00 – 10:00 AM

## Agenda Items

### 1. GSP Development

- a. **Draft SWRCB Presentation: Well Inventory & Mitigation Program**

### 2. General Discussions

- a. 2/5 Subbasin Meeting: Subsidence Oil/Gas Approach
  - Schedule GSA Boards’ Feedback for Future Subbasin Meeting Update
- b. 2/5 Subbasin Meeting: Attorney Group Presentation
  - Manager Feedback/Recommended Approach
- c. 2/2 & 2/5 Meetings: Friant-Kern Canal Presentation
  - Manager Feedback/Recommended Approach

Upcoming Managers’ Meetings	
2/16	Self-Help Enterprises Partnership Water Budgets, Banking Programs, & PMAs Update Monitoring Network Overview
2/23	<b>SMCs Approach</b> <ul style="list-style-type: none"> <li>• Additions to MT Exceedance Policy</li> </ul>
3/01	Draft Chapters Update Water Budgets, Banking Programs, & PMAs Update
3/06	<i>SWRCB Meeting: Well Inventory &amp; Mitigation Program (1-3pm)</i>
3/08	Debrief SWRCB Meeting: Well Inventory and Mitigation Draft Chapters Update Preliminary Chapter Review: PMAs <b>Public Outreach &amp; Engagement Approach</b> (TBD following SWRCB Guidance)

**Bold** = Managers’ recommendations to policy



### Kern Subbasin GSP Development Timeline

Activity	October 2023				November 2023					December 2023				January 2024					February 2024				March 2024				April 2024				May 2024				August 2024										
	1	2	3	4	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	4								
<b>Decisions Needed</b>																																													
# of GSPs																																													
GSP format																																													
<b>Manager Policy Development</b>																																													
Exceedance Policy (P/MA 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: P/MAs																																													
18: Plan Implementation																																													
Executive Summary																																													
Final Draft																																													
<b>State Board Meetings</b>																																													
Follow up to GWL SMCs																																													
Subsidence SMCs																																													
Water Quality SMCs																																													
Well Inventory & Well Mitigation Program, Monitoring Network																																													
Water Budgets & Banking Programs																																													
Projects & Management Actions																																													
Overview of the Final GSP																																													

- Legend for Symbols**
- Monday final decision required to meet GSP schedule
  - Subcommittee draft presentation to TWG/Managers
  - Draft presentation to Monday meeting
  - Meeting/presentation to SWRCB
  - TWG/Managers review and feedback
  - Final draft approved for Monday meeting presentation
  - Revised GSP submitted to SWRCB by May 15, 2024
  - End of SWRCB 90-day Review Period (August 15)

- Legend for Shaded Cells**
- Thanksgiving holiday
  - Christmas holiday
  - New Year's holiday
  - TWG review period, includes Manager's review for Water Budgets, SMCs, Monitoring Network, & PMA
  - Monday meeting review period
  - Easter/Spring Break

**Kern Subbasin  
Weekly Meetings Topics**

**Friday Meeting Topics**

<b>02/09/24</b>	<b>Draft SWRCB Presentation: Well Inventory and Mitigation Program</b> General Discussions: Manager Feedback on Subsidence/Oil Gas Approach for GSA Boards; 2/5 Attorney Group Presentation Feedback/Approach; Friant-Kern Canal Presentation Feedback/Approach
02/16/24	Self-Help Enterprises Partnership ( <i>Self-Help to attend - GSP PM to confirm</i> ) Water Budgets, Banking Programs, & PMAs Update Monitoring Network Overview
<b>02/23/24</b>	<b>SMCs Approach</b> ( <i>including: Subsidence Critical Infrastructure Matrix</i> ) Additions to MT Exceedance Policy
03/01/24	Draft Chapters Update Water Budgets, Banking Programs & PMAs Update Monitoring Network Update (?)
<b>03/08/24</b>	Debrief SWRCB Meeting: Well Inventory and Mitigation Draft Chapters Update Preliminary Chapter Review: PMAs <b>Public Outreach &amp; Engagement Approach</b> ( <i>TBD following SWRCB Guidance</i> )
<b>03/15/24</b>	<b>2023 Annual Report Review</b> GSP Chapters Update <b>Draft SWRCB Presentation: SMCs and Monitoring Network</b> Water Budgets, Banking Programs, & PMAs Update
<b>03/22/24</b>	GSP Chapters Update Final Chapters Review: SMCs and Monitoring Network <b>Water Budgets, Banking Programs, &amp; PMAs</b>
<b>03/25/24</b>	<b>SPRING BREAK</b>
<b>04/05/24</b>	Debrief SWRCB Meeting: SMCs and Monitoring Network <b>Draft SWRCB Presentation: Water Budgets, Banking Programs, &amp; PMAs</b>
04/12/24	
<b>04/19/24</b>	Debrief 4/16 SWRCB Tulare Lake Public Meeting <b>GSP Format</b> Draft Chapters Update
04/26/24	Debrief SWRCB Meeting: Water Budgets, Banking Programs, & PMAs
05/03/24	
<b>05/10/24</b>	<b>Draft SWRCB Presentation: Final GSP</b>
05/17/24	
05/24/24	
05/31/24	Debrief SWRCB Meeting: Final GSP
06/07/24	
06/14/24	



**Kern Subbasin  
GSP Chapters Review Schedule**

<b>Chapters/Sections</b>	<b>Draft to TWG</b>	<b>END TWG Review</b>	<b>Draft to Subbasin</b>	<b>END Subbasin Review</b>
<sup>1</sup> Chapters 1 - 4: Purpose, Sustainability Goal, Agency Information, GSP Organization	12/04/23	03/16/24	12/18/23	03/16/24
<sup>1</sup> Chapter 5: Plan Area, Introduce Organizing Themes, Land Use Elements, Communications	02/02/24	02/16/24	02/26/24	03/16/24
Chapters 6 and 7: Basin Setting and Hydrogeological Conceptual Model	02/02/24	02/16/24	02/26/24	03/16/24
Chapter 9: Water Budget - note review dates align with PMA's	03/13/24	03/20/24	03/25/24	03/29/24
Chapter 8, 10: Management Areas	02/19/24	02/26/24	03/04/24	03/13/24
*Chapters 11 - 15: SMCs	02/26/24	03/06/24	03/13/24	03/22/24
*Chapter 16: Monitoring Network	03/06/24	03/13/24	03/20/24	03/25/24
*Chapter 17: PMAs	03/13/24	03/20/24	03/25/24	03/29/24
Chapter 18: Plan Implementation	03/20/24	03/25/24	03/27/24	04/03/24
Executive Summary, revisit Chapters 1-3, 5	---	---	04/29/24	05/03/24
Final Draft		05/03/24		05/10/24
<b>Release Public Draft, Submit to State Board and DWR</b>		<b>Wednesday, May 15, 2024</b>		

<sup>1</sup>Chapters 1-4 and 5 are mostly introductory and background information; ending the review period isn't being strictly applied since edits will be made up to March 16 as work develops. However, to have feedback incorporated into the final work products, the TWG will strictly adhere to the review timelines for Chapters 6-18.

\*Preliminary Chapter review will be consolidated with Subbasin and TWG review at the same time. Subbasin review period will be to review final edits to the draft chapters.

# KERN COUNTY SUBBASIN MANAGERS MEETING NOTES

Location: GEI Bakersfield/Teams  
Date: February 2, 2024  
Time: 8:00 – 10:00 AM

## Agenda Items

### 1. GSP Development

#### a. Schedule

*Stephanie Hearn provided a brief overview of schedule revisions for the GSP moving forward following 1/29 Subbasin Meeting decision to extend GSP document deadline following 4/22 Subbasin Meeting decision.*

- GSP delivery date changed from 5/1 to 5/15.
  - Revisions to GSP will be completed following 4/22 Subbasin Meeting, which would provide one week for updates and an additional week to submit to SWRCB.
  - Ongoing chapter review and deadline does not change the delivery date, which is now extended.
- Noted while the GSP draft would be submitted to SWRCB in May, a final draft could be submitted after.

#### b. Draft Chapters 5-7 Update

- Chapter 5: Anticipated distribution to TWG 2/2 following completion of Well Inventory.
- Chapters 6 & 7: Anticipated distributed to TWG 2/2; TWG updated schedule to allow for more time to review these more technical chapters.
- Chapters 5-7: Review period ends 3/16. *(Could be extended if more time is needed to review.)*



### c. Water Budgets Update

Discussion Summary	Tasks	Due Date	Flagged TWG Mtg	Flagged Managers Mtg	Flagged Subbasin Mtg
<p><i>Water Budget Subcommittee provided an update on progress regarding approach following 1/16 Managers' and 1/22 Subbasin Meetings. The Subcommittee will provide updates to the Managers biweekly.</i></p> <p>General feedback discussions from Managers resulted in the consensus on the below Water Budget Subcommittee topics.</p> <p><b>Feedback recommendations</b></p> <ul style="list-style-type: none"> <li>• Water Budget (WB) Subcommittee clarified that their data is collected using the updated model and that they have input relevant data to be reviewed with the WB Subcommittee for future Managers' Meetings recommendation.               <ul style="list-style-type: none"> <li>○ The water model used for the basin needs project management actions (PMAs) by entity to account for demand management and supply augmentation, which will be incorporated in Chapter 17. It is anticipated that each GSA/Management Area list cooperative well mitigation as PMAs.</li> <li>○ PMAs are tied to SMCs in the water quality nexus. Concern should be not only on production but its terms of working on a deficit and consideration of demand reduction.</li> </ul> </li> <li>• WB Subcommittee will report subbasin water budget based on the C2VSim that was used prior and will be updated through 2023.</li> <li>• Discussions expressing concern about the physical model accounting for external banking in the overall GSA and how that will be reflected in the GSP. Further discussion to occur at subsequent Managers meetings on this topic.</li> </ul>	<p><b>Water Budget Subcommittee</b></p>	<p><b>Ongoing</b></p>	<p>No</p>	<p>Ongoing (biweekly) Managers' Meeting Updates</p>	<p>3/04 Update</p>

**d. Subsidence Critical Infrastructure Matrix**

Discussion Summary	Tasks	Due Date	Flagged TWG Mtg	Flagged Managers Mtg	Flagged Subbasin Mtg
<p><i>Subsidence subcommittee shared how the matrix was developed and will incorporate the 2015-2023 data set.</i></p> <p><b>Feedback Recommendations</b></p> <ul style="list-style-type: none"> <li>Managers requested to see a subsidence monitoring network and benchmarks.</li> <li>Managers requested clarity on the connection of Subbasin-wide approach, i.e. needing to show the relationship between the matrix and SMCs.</li> </ul> <p>An update will be provided at the next Subbasin Meeting regarding Managers’ initial feedback. Item will be continued on 2/23 Managers’ Agenda to allow for more time for Manager review, and for the TWG to prepare SMCs Approach.</p>	<p><b>Subsidence Subcommittee</b></p> <ul style="list-style-type: none"> <li>Give update at 2/5 Subbasin Meeting on Critical Infrastructure Matrix Approach.</li> <li>Incorporate current form of the Critical Infrastructure Matrix into SMCs for Managers feedback on SMCs Approach at 2/23 Managers’ Meeting.</li> </ul>	<p><b>Ongoing</b></p>	<p><b>Yes; Incorporate in GSP</b></p>	<p><b>2/23 SMCs Approach</b></p>	<p><b>2/5 Update</b></p>

**e. Friant-Kern Canal Presentation (moved from Item 1 (d) to (e) during meeting)**

Discussion Summary	Tasks	Due Date	Flagged TWG Mtg	Flagged Managers Mtg	Flagged Subbasin Mtg
<p><i>Friant-Kern Canal Committee subcommittee shared a detailed presentation highlighting negotiation with Friant water authority regarding subsidence in the basin.</i></p> <p><i>General feedback discussions from Managers resulted in consensus on the presentation below.</i></p> <p><b>Feedback Recommendations</b></p> <ul style="list-style-type: none"> <li>Managers will continue discussion at 2/9 Managers’ Meeting.</li> <li>Policy members to receive presentation at 2/5 Subbasin Meeting, as this is a policy decision item.</li> <li>Friant-Kern Canal Committee clarified that the recommended approach/SOW is not in the budget for GSP work. <ul style="list-style-type: none"> <li>\$40 million dollars to resolve Friant-Kern Canal subsidence based on the current understanding. Managers discussed cost-share split between Friant and GSAs. Need to determine how the cost will be split between GSAs at 2/9 Managers’ Meeting.</li> </ul> </li> </ul>	<p><b>Friant-Kern Canal Committee</b></p> <ul style="list-style-type: none"> <li>Give update at 2/5 Subbasin Meeting on Critical Infrastructure Matrix Approach.</li> <li>Incorporate current form of the Critical Infrastructure Matrix into SMCs for Managers feedback on SMCs Approach at 2/23 Managers’ Meeting.</li> </ul>	<p><b>2/5</b></p>	<p><b>No</b></p>	<p><b>2/9 Feedback Approach</b></p>	<p><b>2/6 Presentation</b></p>



## 2. General Discussions

### a. Subbasin contracts

#### i. Cash calls/contingencies

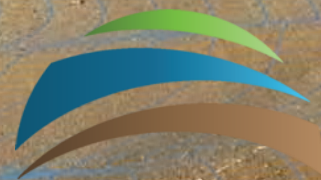
Discussion Summary	Tasks	Due Date	Flagged TWG Mtg	Flagged Managers Mtg	Flagged Subbasin Mtg
<p><i>Policy group directed Managers to address at 2/2 Managers' Meeting regarding recommendation to handle contingency funding request from Buena Vista (fiscal agent).</i></p> <p><b>Feedback Recommendations</b></p> <ul style="list-style-type: none"> <li>\$1.3 million included Todd GW's \$270,000 contract, which was moved over to the grant for contingency.</li> <li>The contingency budget is recommended to be amended to include \$71,000 to add to their scope to the contract that is being managed, which would not be a cash call.               <ul style="list-style-type: none"> <li>This would reduce contingency down to \$200,000 on \$600,000 of work.</li> <li>The scope is very broad for the grant, no other action is necessary.</li> </ul> </li> <li>Must obtain consensus from GSAs/Management Areas regarding authorized payment to be made to cover the GEI DMS Budget Overrun using contingency funds.</li> </ul> <p>Managers agreed to the contingency funding approach to address with policy members at 2/5 Subbasin Meeting for consideration.</p>	<p><b>Tim Ashlock</b></p> <ul style="list-style-type: none"> <li>Provide overview of request at 2/5 Subbasin Meeting and Managers' feedback recommendations from 2/2 Managers' Meeting for policy consideration.</li> </ul>	<p><b>2/5</b></p>	<p>No</p>	<p>TBD</p>	<p>2/5 Subbasin Meeting</p>

## 3. Manager Updates

Discussion Summary	Tasks	Due Date	Flagged TWG Mtg	Flagged Managers Mtg	Flagged Subbasin Mtg
<p><i>Dave Hampton gave an update on their GSAs subsidence/oil and gas feedback in response to comments from SWRCB staff at December 2023 meeting. The recommended approach was to address this topic in the GSP Basin Setting (i.e. definitions) to be incorporated in the revised GSP(s). Dave provided a bulleted list detailing approach and shared with Managers.</i></p> <p>Managers agreed to highlight this item as a Manager Update at the next Subbasin Meeting regarding feedback on approach.</p>	<p><b>Dave Hampton</b></p> <p>Provide update at the 2/5 Subbasin Meeting and request feedback to approach.</p>	<p><b>2/5</b></p>	<p>TBD - potential item to incorporate in the GSP.</p>	<p>TBD</p>	<p>2/2 Managers Update</p>



# Working Draft – Do Not Cite Frint Kern Canal Preliminary Lower Reach Subsidence Evaluation



**INTERERA**

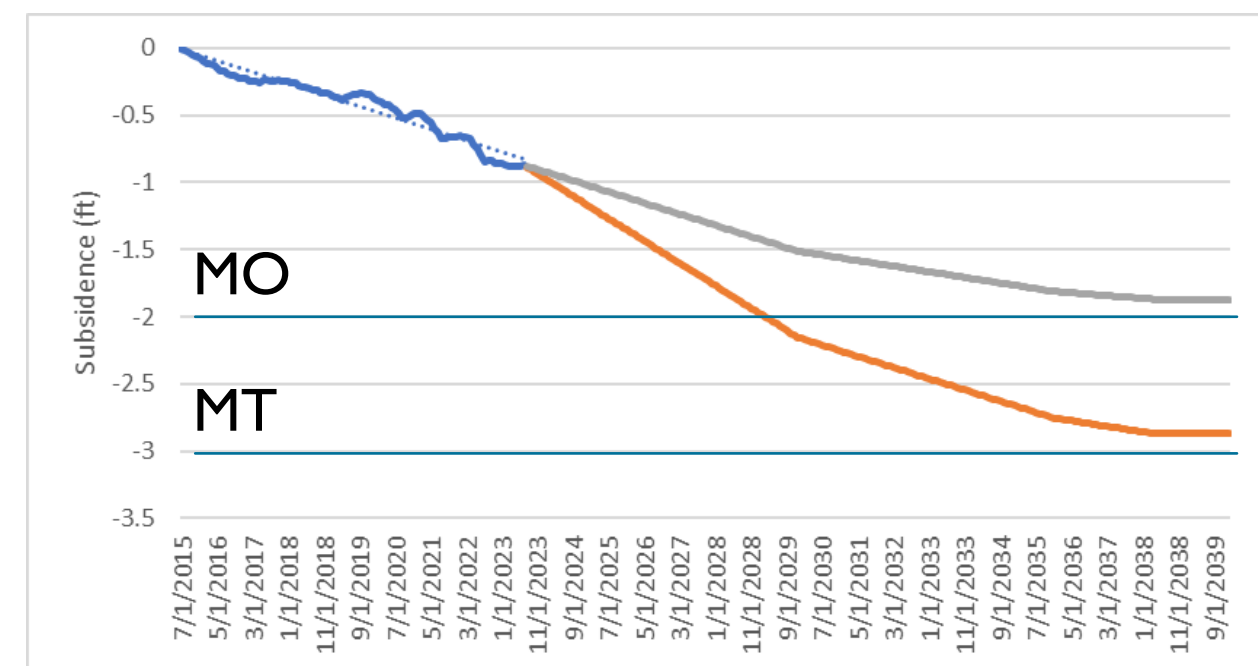
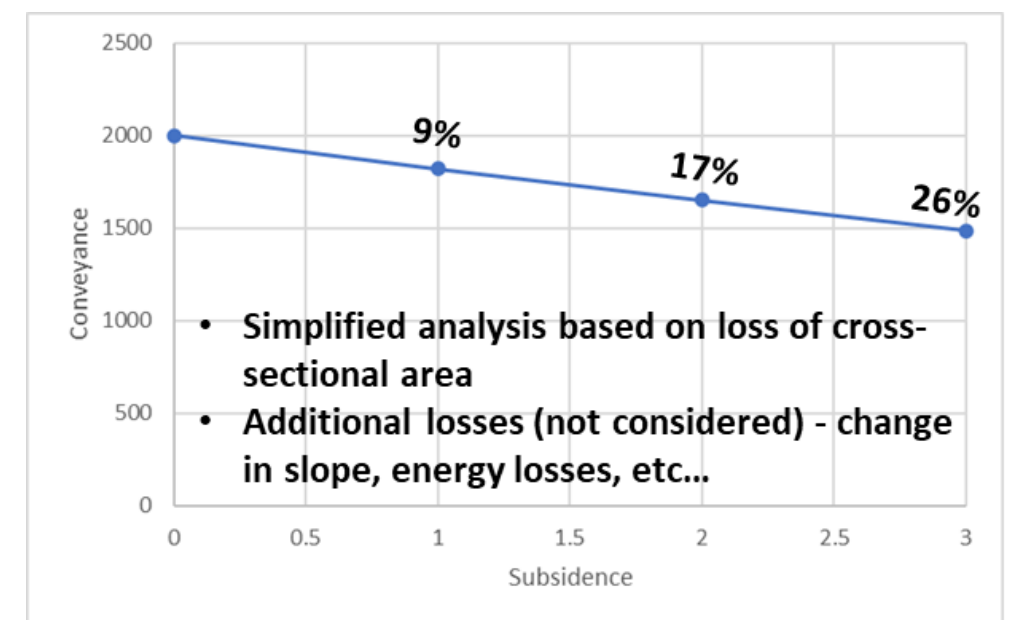
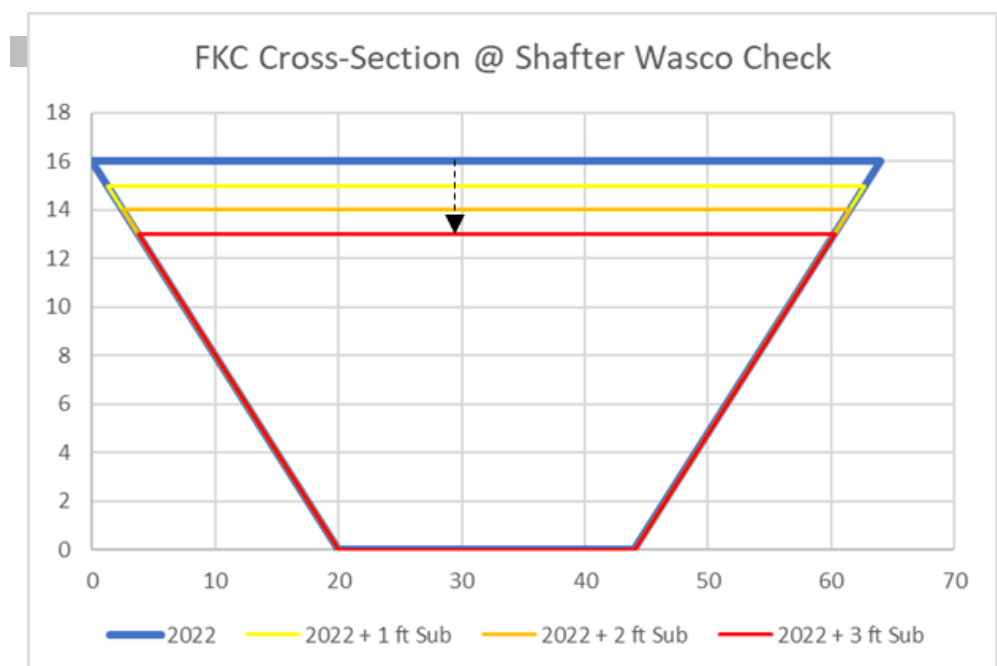
Presentation to Kern Subbasin Managers' Meeting | February 2, 2024

Photo Source: FWA 20



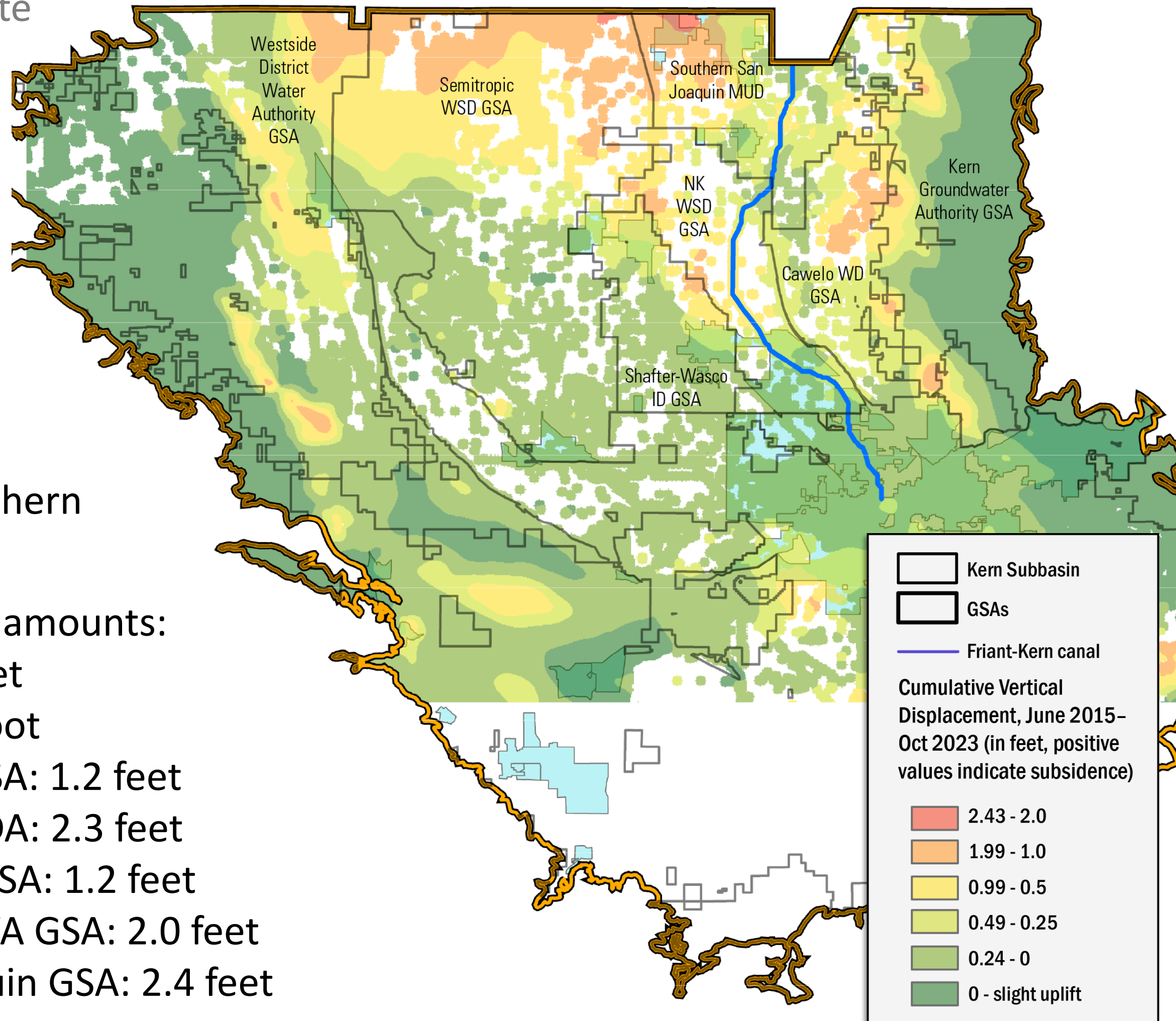
# FRIANT-KERN CANAL: SMCs

- Ongoing subsidence along the FKC are unacceptable due to lack of freeboard and impact on conveyance capacity
  - Friant Water Authority: “**Zero feet of unmitigated subsidence beyond 2020 would lead to undesirable results**”
- Mitigation would consist of raising liner (and associated facilities/infrastructure) by 3 – 6 ft
  - Assessing GSA mitigation costs
  - Evaluate mitigation funding and cost-sharing framework – between FWA and GSAs and across GSAs
- **Proposed MT:** (5-year) annual average rate of 0.1 ft/yr with max 3 ft from 2015 to 2040
- Subsidence beyond 20240 to be minimized (zero average inelastic subsidence) through PMAs
  - Demonstrate stable water levels from Kern Subbasin Model



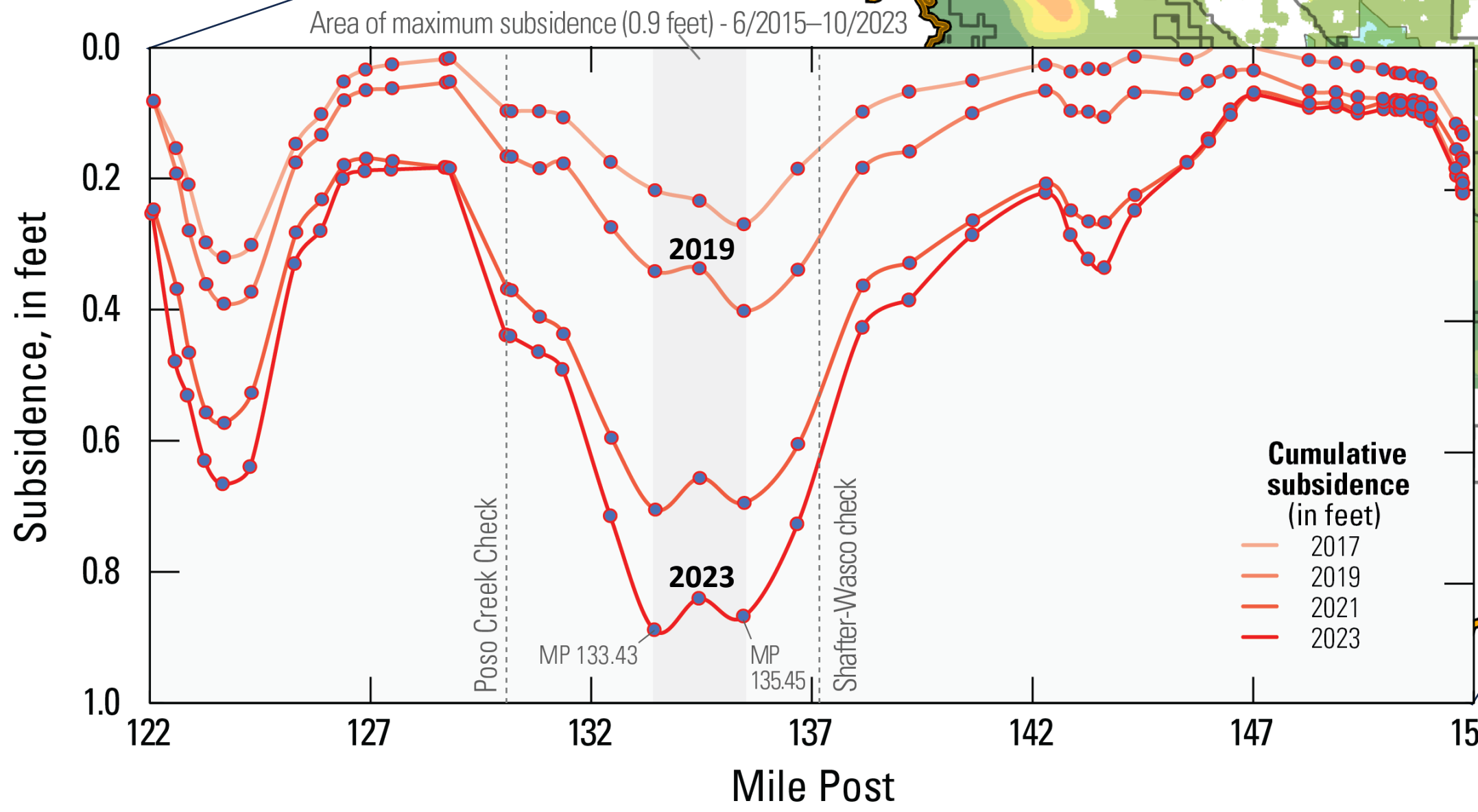
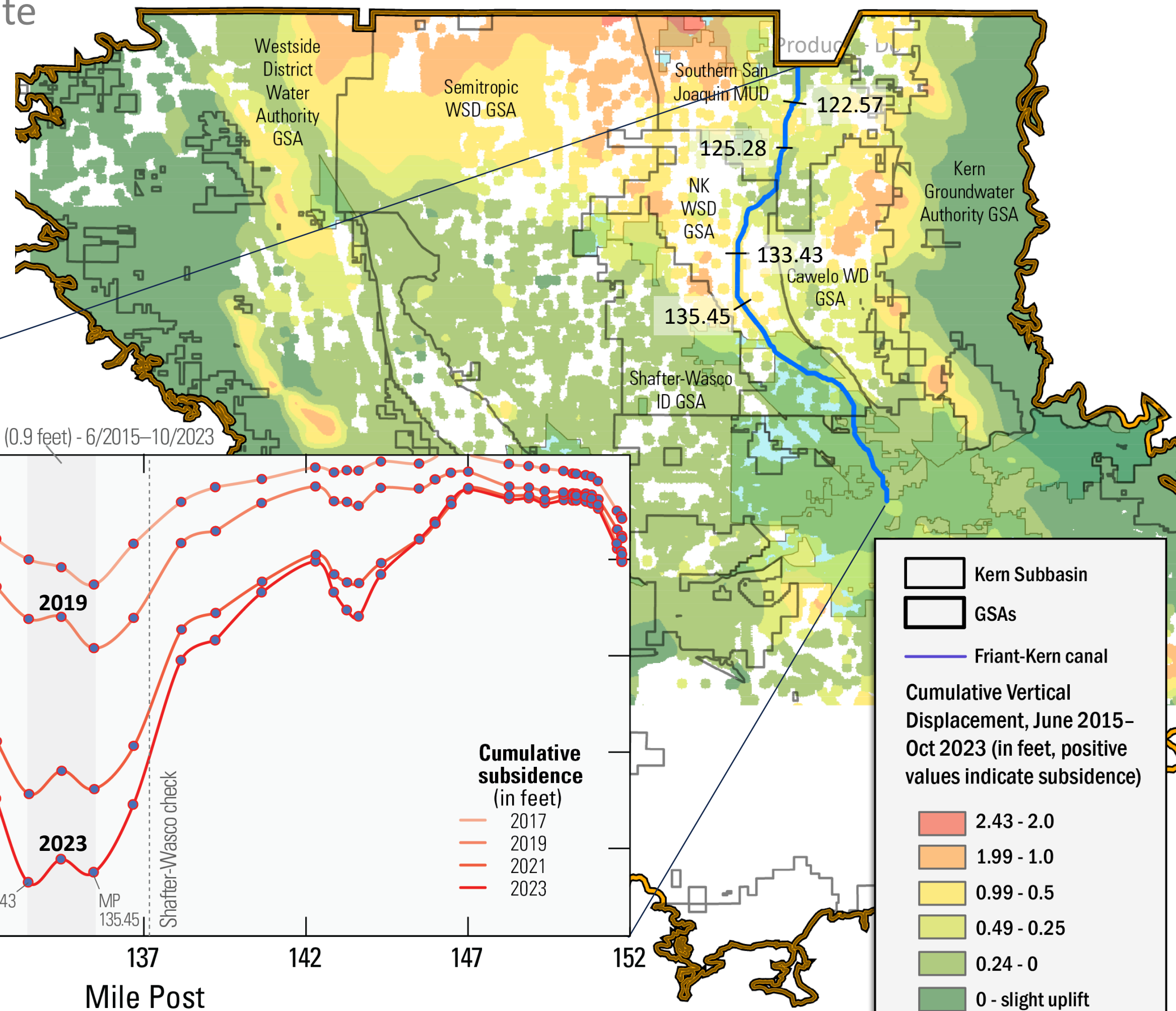
# Subsidence characteristics

- Maximum of about 2.4 feet of subsidence in the Kern basin
- Greater amount of subsidence in the northern part of the basin
- Maximum subsidence amounts:
  - Cawelo GSA: 1.4 feet
  - Kern GA GSA: 1.2 foot
  - North Kern WSD GSA: 1.2 feet
  - Semitropic WSD GDA: 2.3 feet
  - Shafter-Wasco ID GSA: 1.2 feet
  - Westside District WA GSA: 2.0 feet
  - Southern San Joaquin GSA: 2.4 feet





# Friant-Kern canal Subsidence profile



**Cumulative Vertical Displacement, June 2015- Oct 2023 (in feet, positive values indicate subsidence)**

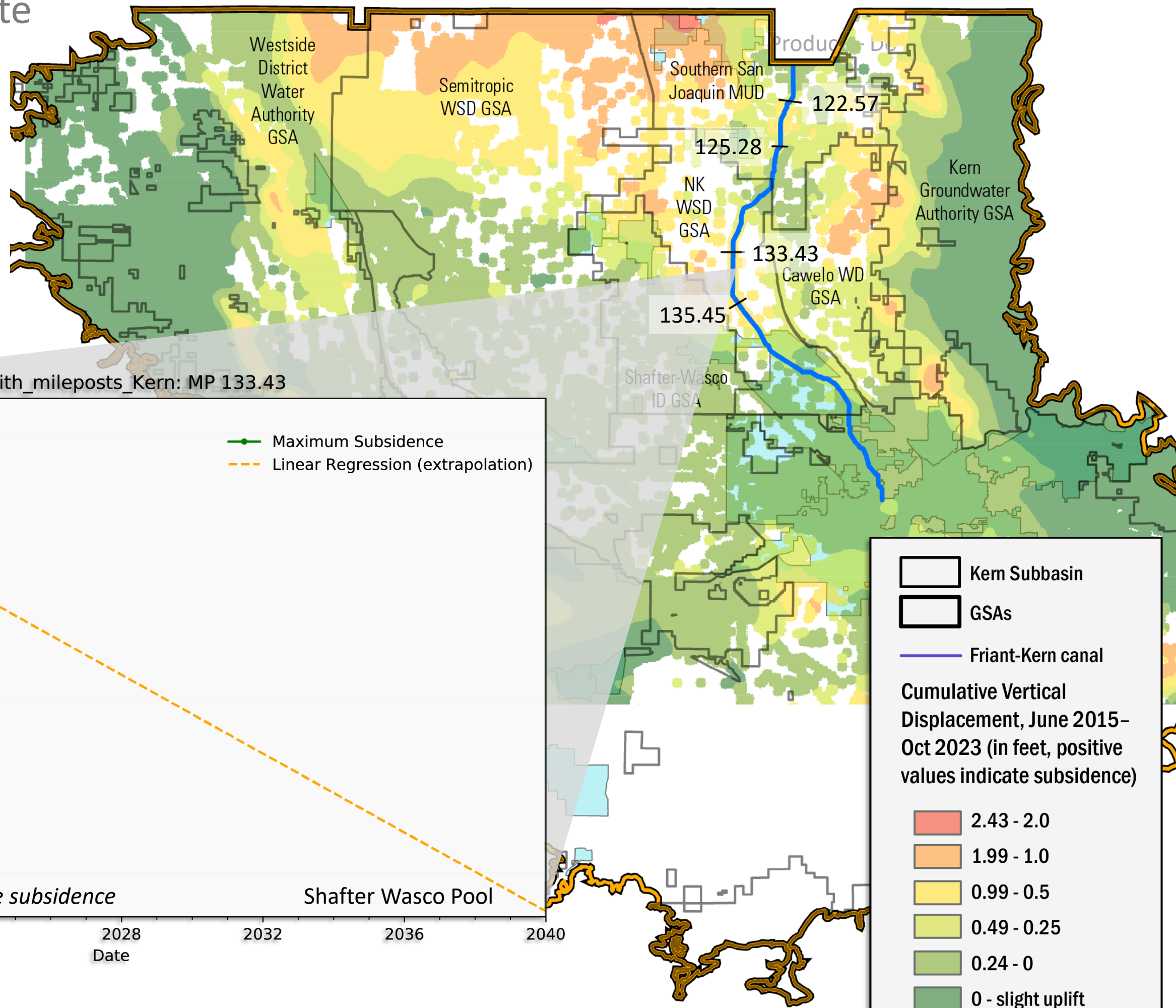
- 2.43 - 2.0
- 1.99 - 1.0
- 0.99 - 0.5
- 0.49 - 0.25
- 0.24 - 0
- 0 - slight uplift

Legend for map:  
Kern Subbasin  
GSAs  
Friant-Kern canal

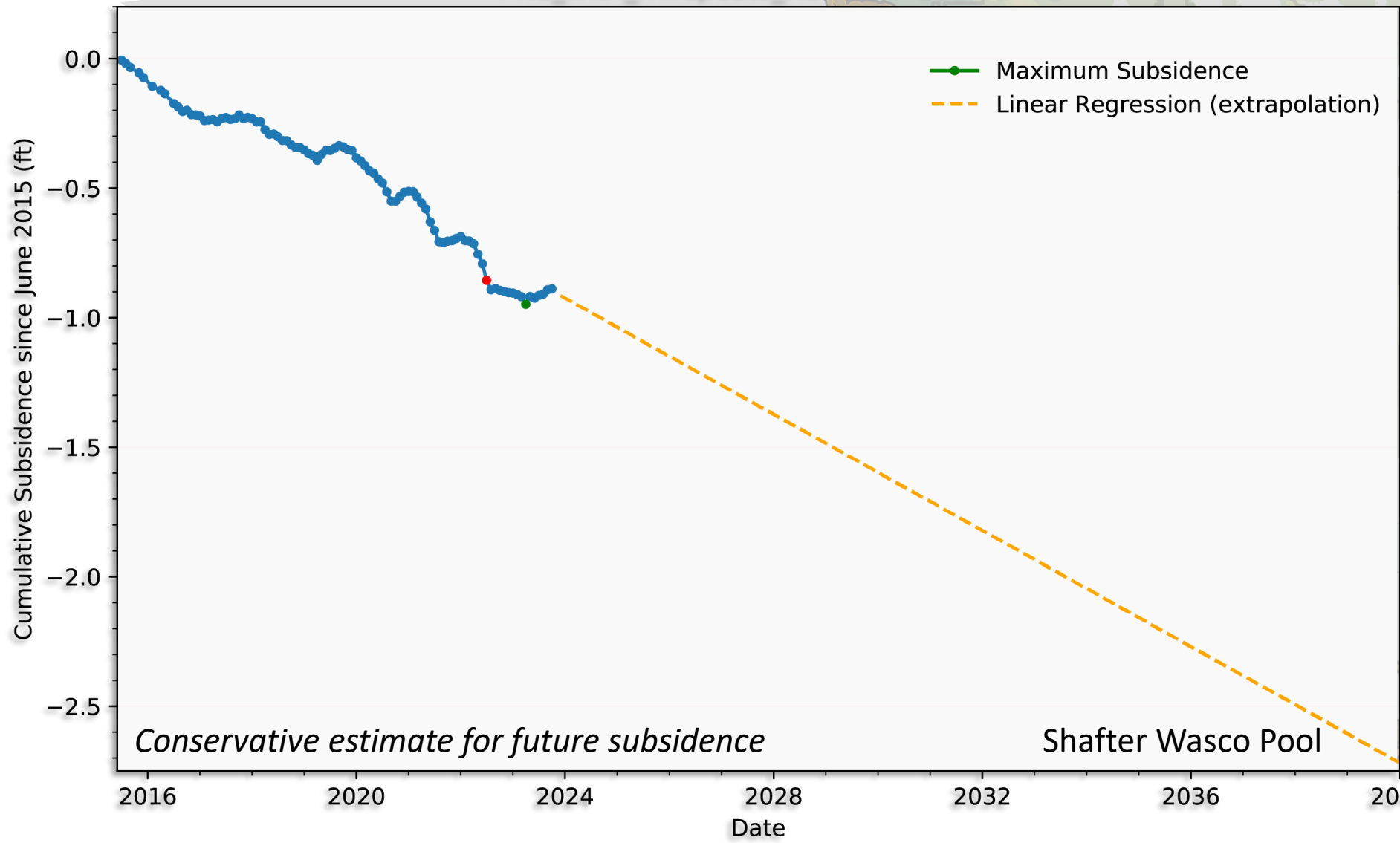
# FKC—MP 133.43

(greatest FKC subsidence)

- 6/2015-10/2023:  
0.9 feet (~0.11 ft/yr)
- Extrapolated to 2040:  
2.7 feet



FKC\_with\_mileposts\_Kern: MP 133.43



**Legend**

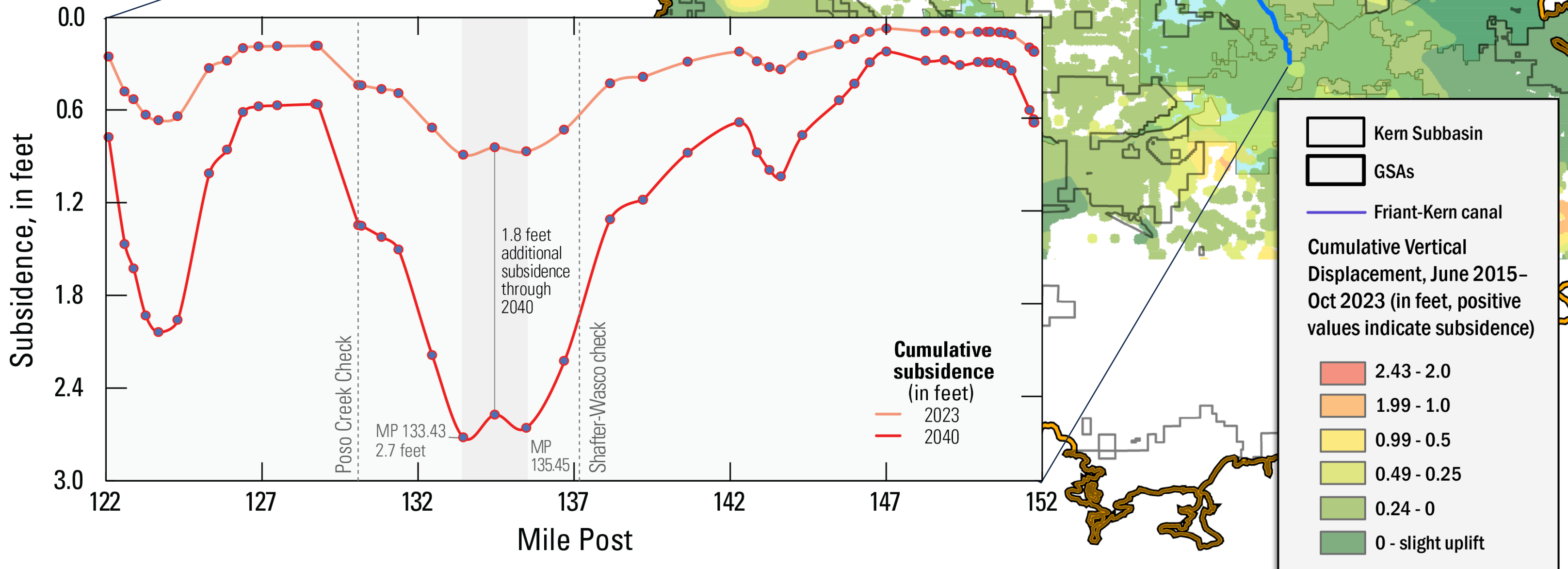
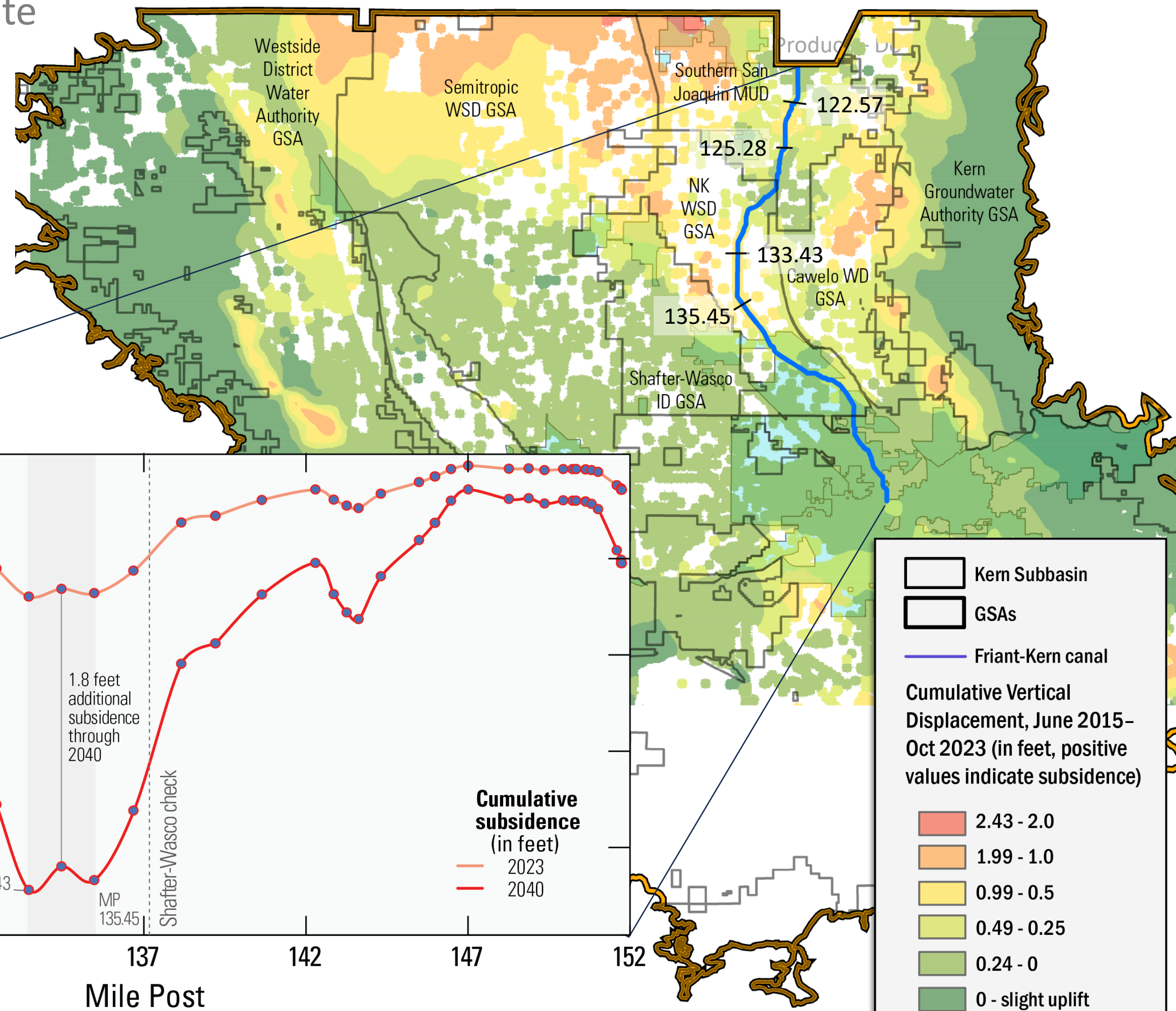
- Kern Subbasin
- GSAs
- Friant-Kern canal

**Cumulative Vertical Displacement, June 2015–Oct 2023 (in feet, positive values indicate subsidence)**

- 2.43 - 2.0
- 1.99 - 1.0
- 0.99 - 0.5
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- 0 - slight uplift



# Friant-Kern canal Subsidence profile



**Cumulative Vertical Displacement, June 2015–Oct 2023 (in feet, positive values indicate subsidence)**

- Kern Subbasin
- GSAs
- Friant-Kern canal

**Cumulative Vertical Displacement, June 2015–Oct 2023 (in feet, positive values indicate subsidence)**

- 2.43 - 2.0
- 1.99 - 1.0
- 0.99 - 0.5
- 0.49 - 0.25
- 0.24 - 0
- 0 - slight uplift

# FKC— Lower Reach Capacity Correction

## Circumstances:

- ❑ Maximum design conveyance capacity of 2,500 cubic feet per second (cfs) never actualized
- ❑ Age (increase in roughness coefficient) and vegetation within canal sections has reduced conveyance capacity
- ❑ Historical subsidence has reduced the conveyance capacity
- ❑ Future subsidence will further reduce the conveyance capacity

## Fix:

- ❑ Friant Water Authority (FWA) is evaluating Lower Reach capacity correction alternatives including achieving the original design conveyance capacity of 2,500 cfs
- ❑ FWA has assumed future subsidence in a reconnaissance-level study (less than historical rate from 2015 to 2023 that assumes water levels stabilizing quickly)
- ❑ FWA's position is that *the Kern Subbasin GSA's are accountable for lost conveyance capacity post-2020 due to ongoing subsidence*



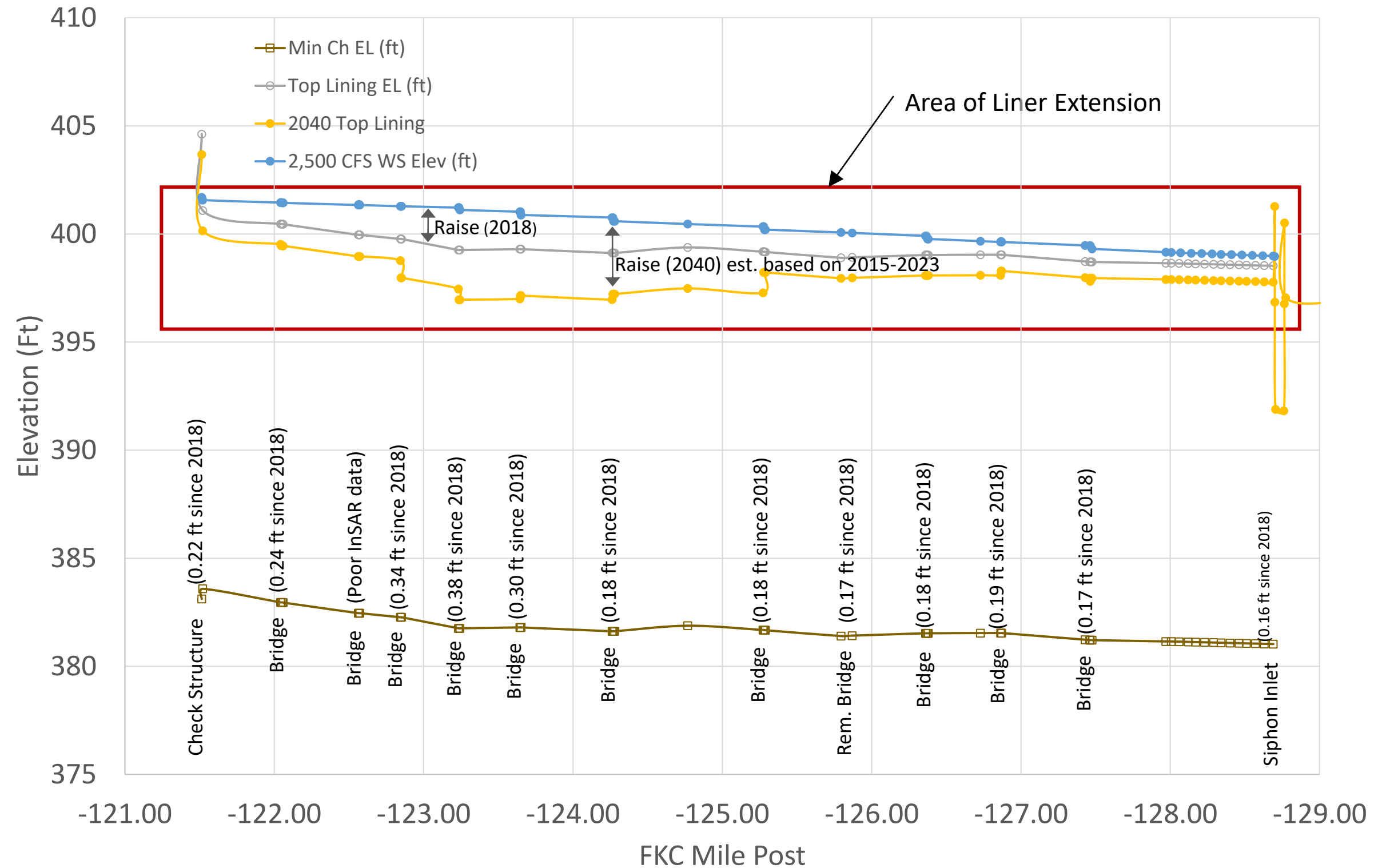
### Friant-Kern Canal Check Locations



# FKC—MP 121.51 (Lake Woollomes Check) to MP 128.69 (Hwy 99 Siphon Inlet)

Post-2020 Subsidence Impacts MP 122.85 to MP125.29

2.44 miles (12,883 ft) with subsidence impacts resulting in loss of conveyance capacity

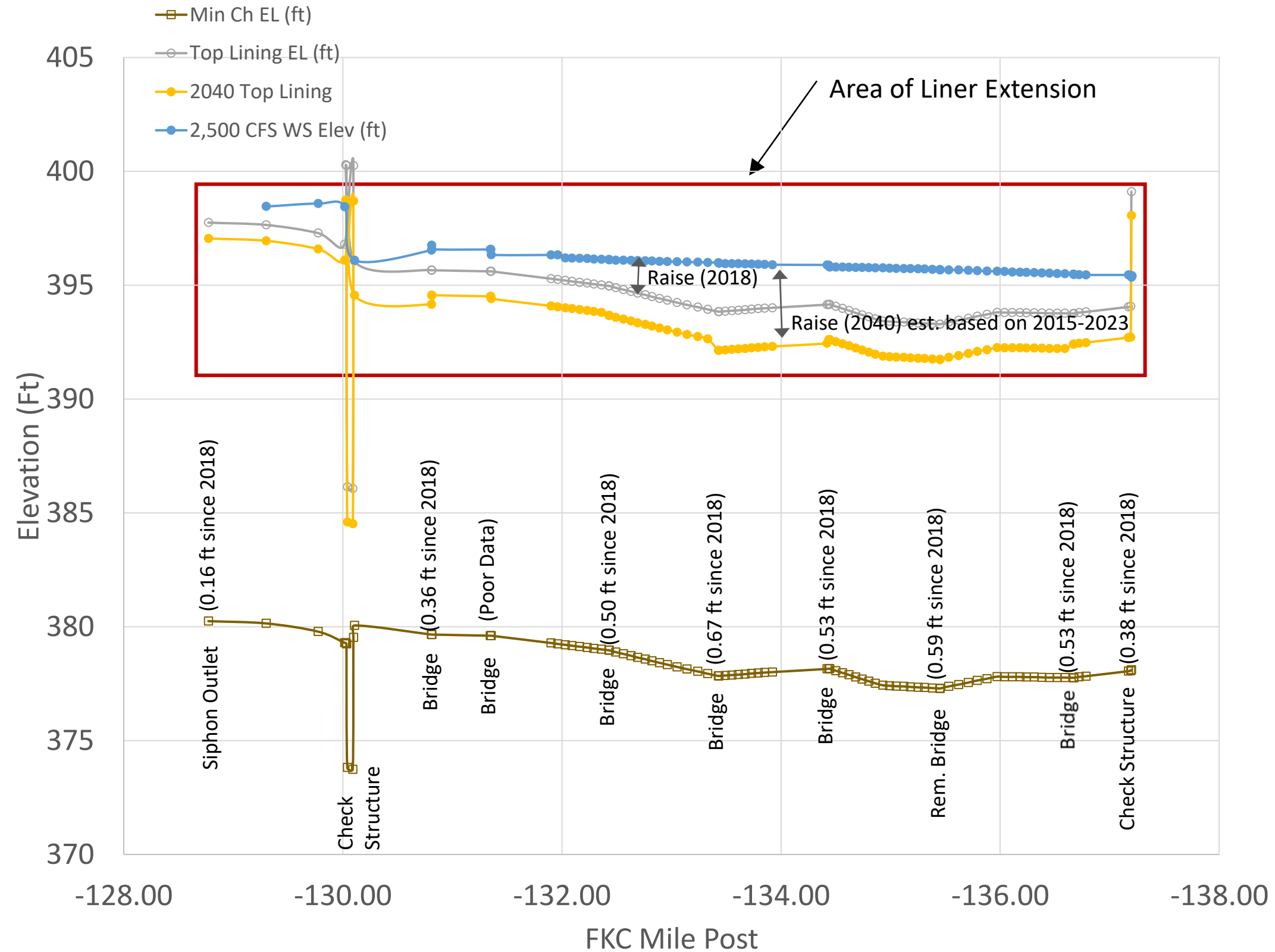




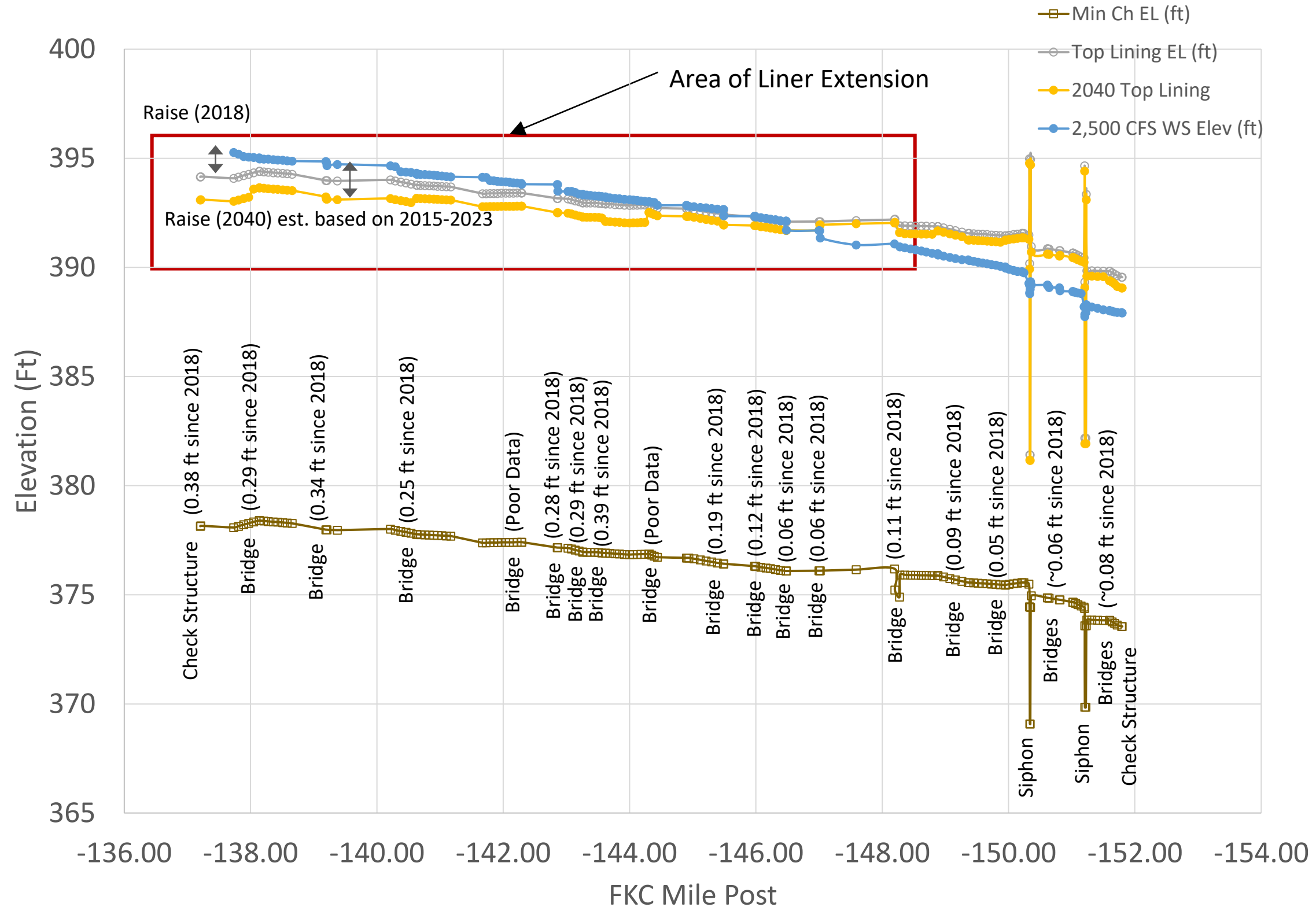
# FKC—MP 128.77 (Hwy 99 Siphon Outlet) to MP 137.2 (Shafter Wasco Check)

Post-2020 Subsidence Impacts MP 130.05 to MP 137.2

7.15 miles (37,752 ft) with subsidence impacts resulting in loss of conveyance capacity.



# FKC—MP 137.2 (Shafter-Wasco Check) to MP 151.81 (Kern River Check) Incremental Impacts to Conveyance Capacity from future subsidence





# FWA — Lower Reach Rough Order Capacity Correction Cost

## 2,500 CFS Capacity Correction Cost: \$304 M

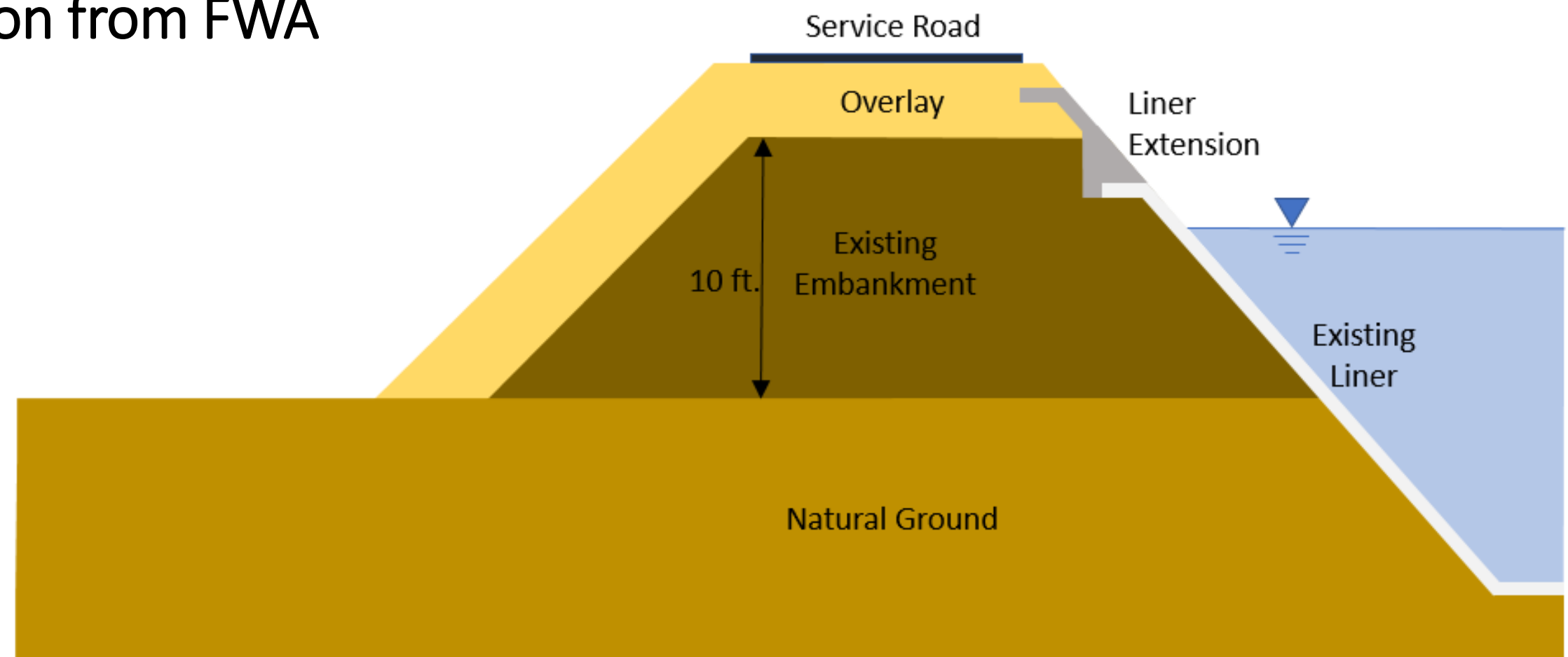
<b>Pool</b>	<b>Mile Posts</b>	<b>Total Project Costs Per Mile</b>	<b>Total Project Costs By Pool</b>
Poso Creek	121.5 – 130.1	\$14.4M	\$124M
Shafter Wasco	130.1 – 137.2	\$9.7M	\$69M
Kern River	137.2 – 151.8	\$7.6M	\$111M
<b>Total Lower Reach Capacity Correction</b>			<b>\$304M*</b>

\*Draft Lower Reach Capacity Correction Cost - Do Not Cite

## FKC—Conceptual Cost Estimate for Liner Extension Due to Subsidence

- ❑ FKC—MP 121.51 (Lake Woollomes Check) to MP 128.69 (Hwy 99 Siphon Inlet)  
Subsidence Impacts at MP 122.85 to MP125.29  
2.44 miles (12,883 ft).
- ❑ FKC—MP 128.77 (Hwy 99 Siphon Outlet) to MP 137.2 (Shafter Wasco Check)  
Subsidence Impacts MP 130.05 to MP 137.2  
7.15 miles (37,752 ft).

~ 10 miles of Liner Raise likely attributable to likely post-2020 subsidence  
Preliminary estimate of subsidence impacts; work ongoing  
Will need confirmation from FWA





## FKC—Conceptual Cost Estimate for Liner Extension

- ❑ FKC—MP 121.51 (Lake Woollomes Check) to MP 128.69 (Hwy 99 Siphon Inlet)  
Minimum Freeboard Requirements for FKC Forecast to be Exceeded at MP 122.85 to MP125.29  
2.44 miles (12,883 ft).

Using Poso Creek Pool Estimate of ~\$14.4M per mile = \$35 M for 2.44 miles

- ❑ FKC—MP 128.77 (Hwy 99 Siphon Outlet) to MP 137.2 (Shafter Wasco Check)  
Minimum Freeboard Requirements for FKC Forecast to be Exceeded at MP 130.05 to MP 137.2  
7.15 miles (37,752 ft).

Using Shafter Wasco Pool Estimate of ~\$9.7M per mile = \$70 M

Total = ~\$105M

*Preliminary estimate for planning purposes - Final cost subject to FWA modeling and cost evaluation*

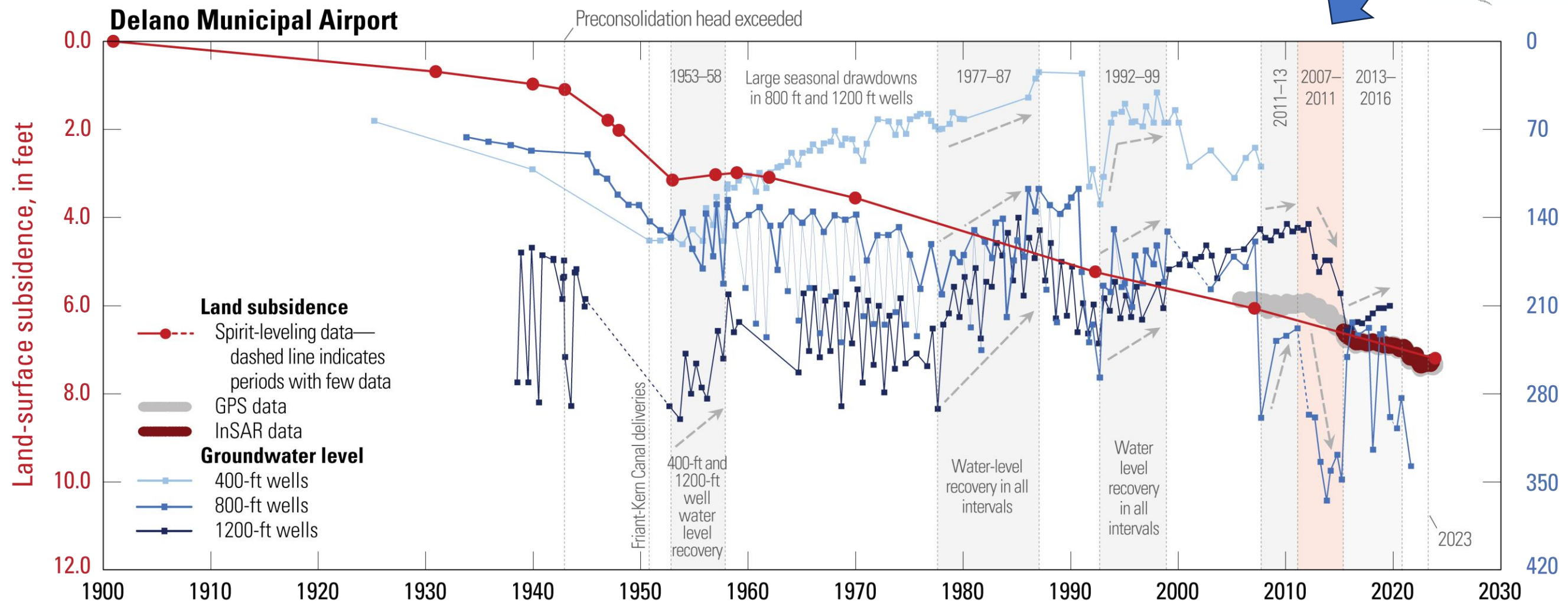
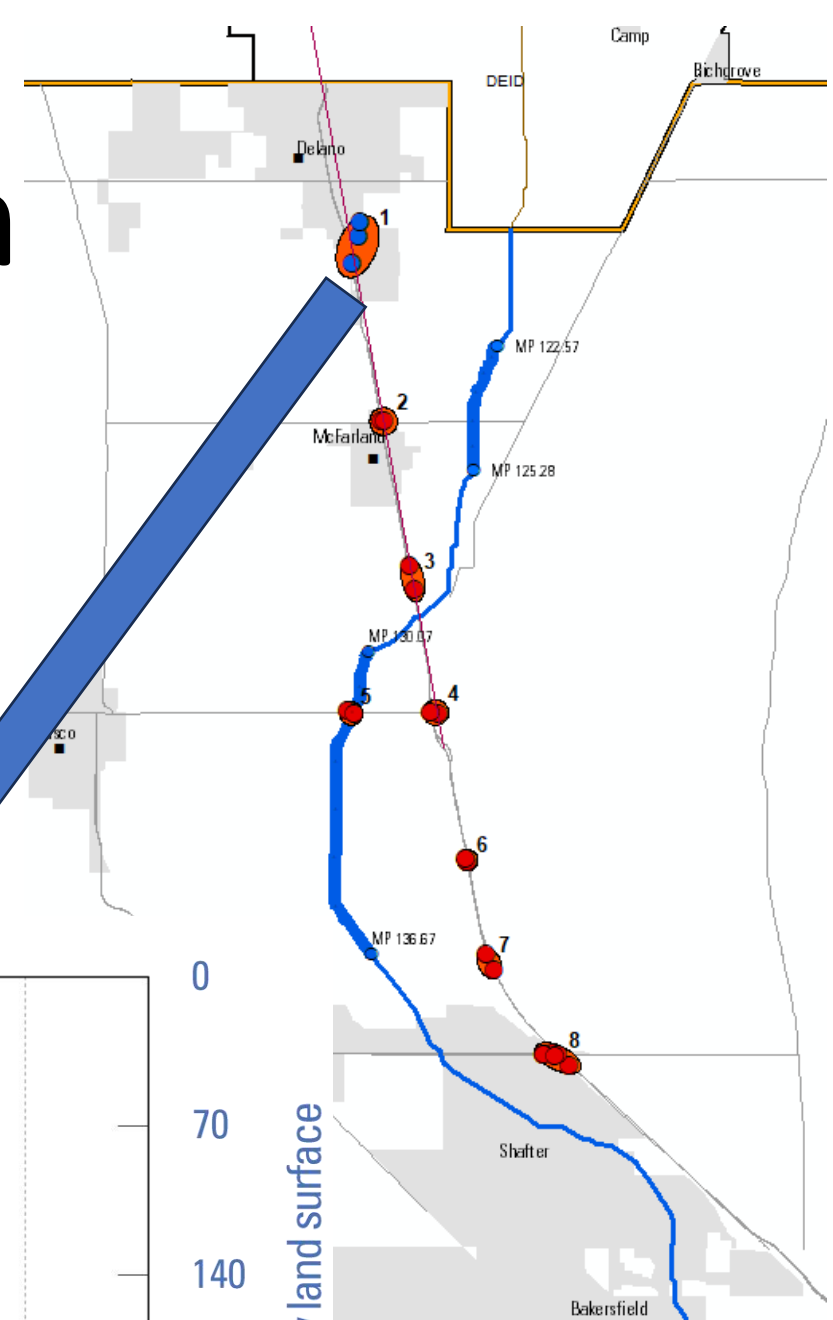
MP 121 - 128			
Period	1962 -2015	2015 - 2020	2020 - 2040
Max Subsidence (ft)	2.6	0.4	2.1
Percentage	51%	8%	41%
MP 128 - 137			
Period	1962-2015	2015-2020	2020-2040
Max Subsidence (ft)	3.2	0.4	2.2
Percentage	55%	7%	38%

**~40%  
Post-2020  
Impacts  
or \$42M of  
The \$105M**

**Roughly 60% of total subsidence  
attributable to pre-2020 impacts**

# FKC— Mitigation Cost-Sharing Approach

- ❑ Groundwater declines primary cause of subsidence along the FKC – combination of regional and local factors
- ❑ Mitigation costs may be attributed to contribution to future subsidence
- ❑ FWA used predictive modeling to assess costs in Tule

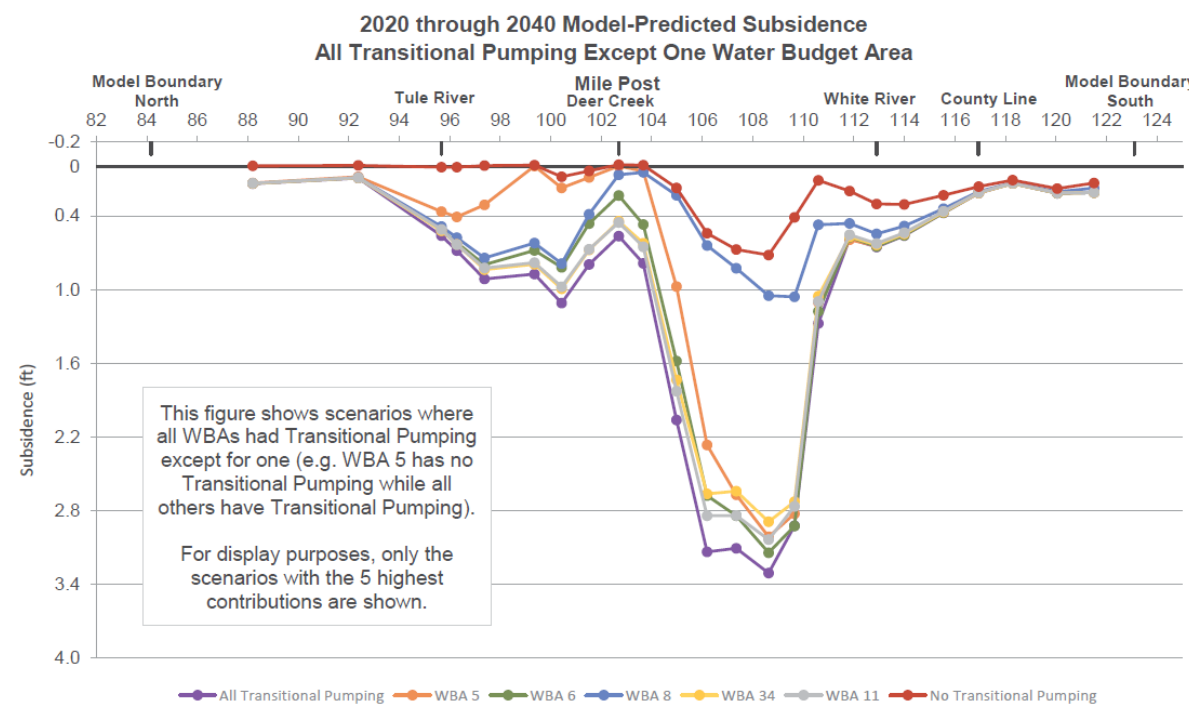
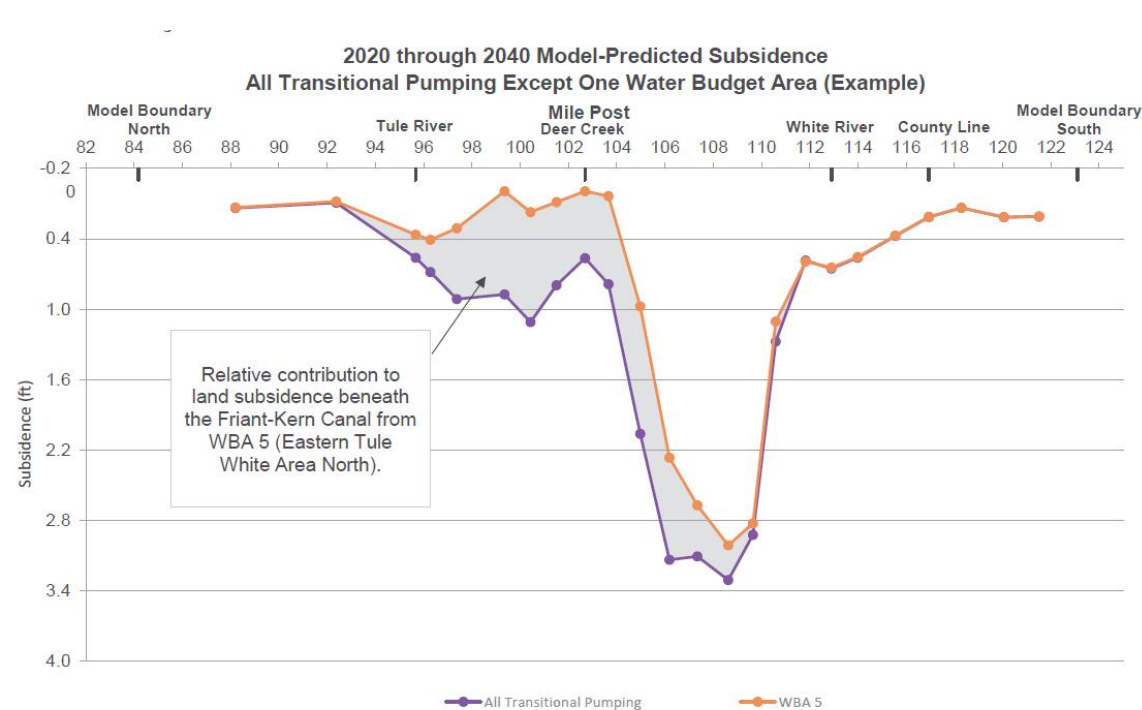


**Historical Subsidence and Groundwater Levels 1900 to 2023**  
**Location 1 – Delano Municipal Airport**



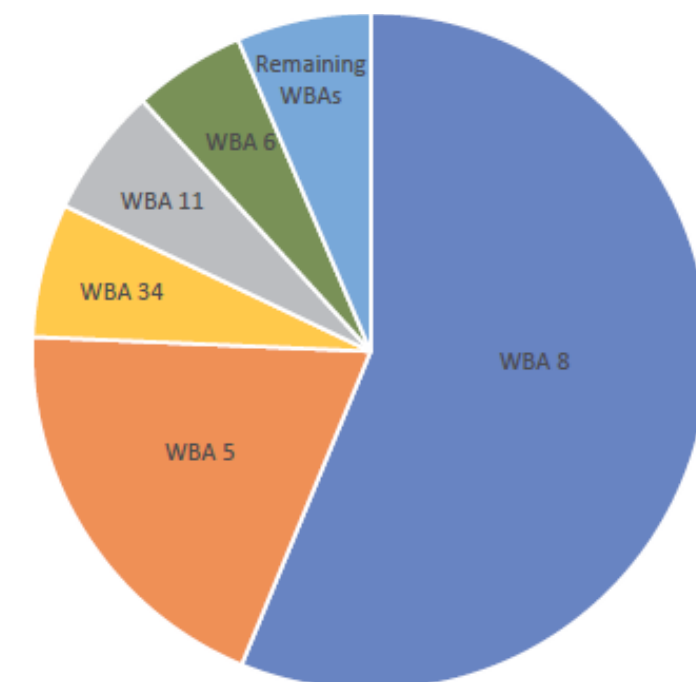
# FKC— Mitigation Cost-Sharing Approach

- ❑ Perform predictive modeling to assess GSAs pumping contribution to 2020 – 2040 subsidence
- ❑ Baseline scenario would consist of all GSAs pumping at proposed future allocations
- ❑ Sequentially change pumping for each GSA to sustainable yield from 2020 - 2040 to assess change in water levels and subsidence along FKC
- ❑ Use preliminary model for evaluation in the near term
- ❑ Validate based on local WL and subsidence correlation analysis
- ❑ Revise analysis once model calibration is complete
- ❑ FWA will also be conducting a “value of water” analysis in parallel



This figure shows the relative contribution of each WBA's transitional pumping on subsidence beneath the Friant-Kern Canal. The figure shows the results of each method (i.e. No Transitional Pumping Except 1 WBA and All Transitional Pumping Except 1 WBA) and the average of the two methods.

For example, the Transitional Pumping from WBA 5 is predicted to contribute approximately 20% of the land subsidence beneath the Friant-Kern Canal from 2020 through 2040.







# QUESTIONS AND DISCUSSION



1. The Subbasin bottom is defined in accordance with DWR BMP guidance to include:
  - a. Physical (e.g., top of bedrock) and geochemical properties (e.g., US EPA USDW), and
  - b. geologic boundaries of exempted aquifers.
2. Areas de-designated for a specific beneficial use under the RWQCB Basin Plan are still considered part of the Subbasin for SGMA purposes unless the de-designated area is already defined as outside the Subbasin based on the above-listed criteria.

# JPA Options Presentation

1. Options
2. Pros and Cons of Each Option
3. Attorney Group Recommendation
4. Next Steps



# Options for Single Purpose JPA

1. Create new JPA to become a new GSA
2. Restate KGA JPA and use its existing GSA status
3. Create new JPA with KGA “assigning” GSA status to new JPA

# Options for Single Purpose JPA

1. Create new JPA to become new GSA
2. Restate KGA JPA and use existing GSA status
- ~~3. Create new JPA with KGA “assigning” GSA to new JPA~~



# Option 1: New JPA with New GSA

## ➤ **Pros:**

- Blank slate with no existing obligations

## ➤ **Cons:**

- Time estimate for GSA completion: Summer 2024
  - Public hearing(s) after published notice (GSA)
  - Notice to DWR and 90+ day waiting period (GSA)
- Requires time to coordinate with KGA re GSA status and coverage
- Delays GSP notice period until after DWR approves new GSA
- Usual JPA start up items (staffing, meeting formalities)

# Option 2: Use Restated KGA and Existing GSA

## ➤ Process:

- Amend and restate KGA joint powers agreement
- Current and former KGA members sign restated joint powers agreement

## ➤ Option to use / modify existing features, including:

- JPA name
- Existing budget
- Board structure



# Option 2: Use Restated KGA and Existing GSA

## ➤ Pros:

- Able to use existing GSA and avoid significant delay
- Existing staff support
- Avoids negative optics due to apparent lack of coordination
- Avoids potential loss of credibility
- Conserves time and resources that can be used elsewhere
- Resources have already been spent to start up KGA

## ➤ Cons:

- Restructure other obligations (e.g., grant administration, existing budget)
- Member approval to re-join KGA

# Recommendation

## ➤ **Option 2: Use Restated KGA and Existing GSA**

- Reasons:
  - Gets to Option 1 (new JPA, new GSA) with Option 3 features
  - Compressed timeline for State Board process
  - Implementation process is simpler
  - Conserves resources
  - Mapping coordination is simpler
  - Flexibility in restating KGA joint powers agreement



# Next Steps

1. Direction from coordination committee on preferred option
2. Members give their attorney direction on issues, such as:
  - Who's in
  - How to address GSP(s) in the restated joint powers agreement
  - Board structure and officers
  - How to handle existing grant
  - Payments to the JPA
  - How does a member quit and what happens
3. Attorneys take direction and revise draft document

February 1, 2024

Consulting  
Engineers and  
Scientists

Kristin Pittack  
Kern Subbasin Plan Manager  
via email: [kpittack@rinconconsultants.com](mailto:kpittack@rinconconsultants.com)

## TASK ORDER FOR KERN SUBBASIN DATA MANAGEMENT SYSTEM (DMS) 2023 BUDGET OVERRUN

Beginning in May 2021, GEI developed a Data Management System (DMS) specifically for the Kern Subbasin’s SGMA monitoring and reporting. The database was proposed to be implemented through grant funding provided by Department of Water Resources (DWR). Kern Groundwater Authority (KGA) held the DMS contract with GEI, which authorized a maximum budget of \$500,000 that would be reimbursed through DWRs grant funds.

As described in the December 4, 2023 Kern Subbasin DMS Budget Status letter, due to unforeseen complexity of the water transactions module, the labor effort to complete the module exceeded grant funds by \$143,955. While this budget overrun was clearly communicated with KGA’s project manager, other Subbasin GSAs were not informed. Consequently, the budget overrun was not addressed with all Subbasin GSAs until January 2024.

As discussed with the Subbasin GSAs and responsible entities, GEI is willing to accept a negotiated payment amount which is 50 percent of the budget overrun. Table 1 summarizes the total billed amount, payments received as of January 31, 2024, and the negotiated cost-share of the budget overrun. As shown in the enclosed statement, GEI’s write-off of \$71,977 has been processed. Upon receipt of the final grant reimbursement and retention payments from KGA (\$81,199), and the Subbasin balance is paid, Project 2101725 will be closed.

**Table 1. Summary of Invoiced Amounts by Task**

Project 2101725	Balance
Total \$ billed to KGA	643,954.82
Payments received to date	-418,800.42
KGA balance (DWR grant reimbursement)	81,199.58
Subbasin balance	71,977.50
GEI Write-off (January 2024)	71,977.32

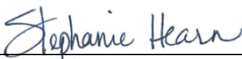
It should also be noted that all work is complete, the final invoice was submitted to KGA on May 26, 2023. It is our understanding that KGA has submitted invoices up to \$500,000 to DWR, and upon receipt of payment, KGA will pay GEI the final reimbursement amount plus the 10% held for retention. We appreciate the Subbasin’s effort to work through and resolve the budget overrun.



## AUTHORIZATION


Consistent with the terms defined in Kern Subbasin Cost Sharing Agreement for Revising Groundwater Sustainability Plans dated 12/15/23, this Task Order is authorized by the signatures below. This Task Order and enclosed statement provide the information necessary to submit payment for GEI Project 2101725. The negotiated payment amount is \$71,977.50.

Signed by:  
GEI CONSULTANTS, INC.

By:   
Stephanie Hearn, Project Manager

Date: January 22, 2024

Signed by:  
GEI CONSULTANTS, INC.

By:   
Mike Cornelius, Principal in Charge

Date: January 22, 2024

### Authorized by:

By: \_\_\_\_\_  
**Arvin GSA** [Derek Yurosek, Director  
DYurosek@bolthouseproperties.com](mailto:DYurosek@bolthouseproperties.com)

By: \_\_\_\_\_  
**Buena Vista WSD GSA** [Terry Chicca, Board President  
TChicca@aol.com](mailto:TChicca@aol.com)

By: \_\_\_\_\_  
**Cawelo Water District** [David Halopoff, Assistant General Manager  
dhalopoff@cawelowd.org](mailto:dhalopoff@cawelowd.org)

By: \_\_\_\_\_  
**City of Bakersfield** [Bob Smith, City Councilmember  
bobsmith727@icloud.com](mailto:bobsmith727@icloud.com)

By: \_\_\_\_\_  
**Eastside Water Management Area** [Chad Hathaway, President  
chathaway@hathawayllc.com](mailto:chathaway@hathawayllc.com)

By: \_\_\_\_\_  
**Henry Miller GSA** [Jeof Wyrick, President, Chairman  
jwyrick@jgboswell.com](mailto:jwyrick@jgboswell.com)

By: \_\_\_\_\_  
**Improvement District No. 4** [Dave Beard, General Manager  
dbeard@kcwa.com](mailto:dbeard@kcwa.com)

By: \_\_\_\_\_  
**Kern Delta Water District** [Rodney Palla, Board Chair  
rodney@rpfarms.com](mailto:rodney@rpfarms.com)

By: _____ <b>Kern Water Bank Authority</b>	Jonathan D. Parker, General Manager <a href="mailto:JParker@kwb.org">JParker@kwb.org</a>
By: _____ <b>Kern-Tulare Water District</b>	Skye Grass, General Manager <a href="mailto:skye@kern-tulare.com">skye@kern-tulare.com</a>
By: _____ <b>Olcese GSA</b>	James L. Nickel, President <a href="mailto:jlnickel@nflc.net">jlnickel@nflc.net</a>
By: _____ <b>North Kern Water Storage District</b>	Kevin Andrew, Board President <a href="mailto:kandrew@illumag.com">kandrew@illumag.com</a>
By: _____ <b>Pioneer GSA</b>	Tom McCarthy, General Manager <a href="mailto:tmccarthy@kcwa.com">tmccarthy@kcwa.com</a>
By: _____ <b>Rosedale-Rio Bravo Water Storage District</b>	Dan Bartel, Engineer-Manager <a href="mailto:dbartel@rrbwsd.com">dbartel@rrbwsd.com</a>
By: _____ <b>Semitropic Water Storage District</b>	Dan Waterhouse, Board President <a href="mailto:dan@neuhousefarms.com">dan@neuhousefarms.com</a>
By: _____ <b>Shafter-Wasco Irrigation District</b>	Randy Bloemhof, Board Member <a href="mailto:randy@supremealmonds.com">randy@supremealmonds.com</a>
By: _____ <b>7<sup>th</sup> Standard Annex</b>	Randy Bloemhof, Board Member <a href="mailto:randy@supremealmonds.com">randy@supremealmonds.com</a>
By: _____ <b>Southern San Joaquin Municipal Utility District</b>	Roland Gross, General Manager/Secretary <a href="mailto:roland@ssjmud.org">roland@ssjmud.org</a>
By: _____ <b>Tejon-Castac Water District GSA</b>	Angelica Martin, Board of Directors Secretary <a href="mailto:amartin@tejonranch.com">amartin@tejonranch.com</a>
By: _____ <b>West Kern Water District</b>	Greg Hammett, General Manager <a href="mailto:ghammett@wkwd.org">ghammett@wkwd.org</a>
By: _____ <b>Westside Water Authority</b>	Mark Gilkey, General Manager <a href="mailto:mgilkey@westsidewa.org">mgilkey@westsidewa.org</a>



By:

\_\_\_\_\_ **Wheeler Ridge-Maricopa GSA**

Dennis Atkinson, President

[dalaska2019@gmail.com](mailto:dalaska2019@gmail.com)

**KERN COUNTY WATER AGENCY  
CROSS VALLEY CANAL ADVISORY COMMITTEE**

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**MEETING NOTICE & AGENDA  
Stuart T. Pyle Water Resources Center  
3200 Rio Mirada Drive  
Bakersfield, California**

January 24, 2024

Conference Line: 1 (571) 317-3122  
Access Code: 500-820-565#  
<https://global.gotomeeting.com/join/500820565>

**Agenda**

1. Call to order – 1:30 p.m.
2. Cross Valley Canal Advisory Committee Members Report
3. Public Comment
4. Approval of Cross Valley Canal Advisory Committee Meeting Minutes  
  
Special Meeting – December 18, 2023
5. Report of the Water Resources Manager
  - a. Update on Cross Valley Canal Construction/Maintenance Projects
  - b. Update on Pioneer Inlet Improvements Project
6. Report on Cross Valley Canal Operations and Deliveries
  - a. Operations and Maintenance Activity
  - b. Year-to-Date Deliveries
7. Recommendation to Execute Reimbursement Agreement with Pacific Gas and Electric Company for Design and Review of Pipeline L-300b Replacement Crossing of the Cross Valley Canal
8. Adjourn

NOTICE: This meeting is being conducted partially by telephone conference.  
Conference Line:1 (571) 317-3122/ Access Code: 500-820-565#/ <https://global.gotomeeting.com/join/500820565>

**Lower Tule Irrigation District  
357 East Olive Avenue  
Tipton, CA 93272**

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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 CVC Secretary in advance of the meeting to ensure availability of the requested service or accommodation.



# DRAFT

## KERN COUNTY WATER AGENCY CROSS VALLEY CANAL ADVISORY COMMITTEE

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3200 Rio Mirada Drive, Bakersfield, CA 93308

Phone: (661) 634-1400

Minutes

December 18, 2023

The Cross Valley Canal Advisory Committee conducted a special meeting Monday, December 18, 2023 at 8:00 a.m. in the board room of the Kern County Water Agency's Stuart T. Pyle Water Resources Center, via teleconference, and go to meeting. Those who attended the meeting were as follows:

Members Present:

Cawelo Water District	David Ansolabehere
	David Halopoff, alt
Fresno-Tulare Group	Eric Limas
Improvement District No. 4	Tim Ruiz
	Dave Beard, alt
Kern County Water Agency	Sheridan Nicholas
	Jason Gianquinto, alt
Kern Delta Water District	Steven Teglia
	Richard Iger, alt
Rosedale-Rio Bravo Water Storage District	Dan Bartel

Members Absent:

Arvin-Edison Water Storage District	Jeevan Muhar
Kern Tulare Water District	Skye Grass

Others Present:

Kern County Water Agency	Director Charles (Bill) W. Wulff
	Director Martin Milobar
	Amelia Minaberrigarai
	Candice Valdez
	Micah Clark
	Steve Yoder
	Scott Chambless
	Stephanie Prince
	Thane Campbell
	Thomas McCarthy

- 
1. Call to order – 8:00 a.m. Chairman Sheridan Nicholas called the special Cross Valley Canal (CVC) Advisory Committee (Committee) meeting to order at 8:00 a.m. and directed the Committee to the agenda for further discussion. The meeting was conducted by go to meeting and telephone conference, so the proceeding agenda items that required an action by all participants were taken as a roll call vote.
  2. Cross Valley Canal Advisory Committee Members Report - No comments.
  3. Public Comment – Member Dan Bartel made a brief comment regarding correspondence emailed to Chairman Sheridan Nicholas and Water Resources Manager, Lauren Bauer.

4. Approval of Cross Valley Canal Advisory Committee Meeting Minutes

Action: Tim Ruiz made a motion and David Ansolabehere seconded to approve the minutes from the November 13, 2023 special meeting.

Roll call vote: Ayes: Ruiz, Nicholas, Teglia, Ansolabehere, Limas & Bartel  
Noes: None  
Absent: Muhar, Grass

5. Report of the Water Resources Manager

a) Update on Cross Valley Canal Construction/Maintenance Projects – Thomas McCarthy provided a brief update monthly overview of the CVC facilities improvements, outages and construction projects.

6. Report on Cross Valley Canal Operations and Deliveries

a) Operations and Maintenance Activity – Thane Campbell reported that staff performed mechanical cleaning of forebays using the Gradall excavator, responded to Pumping Plant Nos. 2 and 3 power failures, accompanied roofing contractor on their semi-annual roof maintenance inspection of all seven “A” Plants, accompanied Rosedale-Rio Bravo Water Storage District and their consultant on CVC flow measurement testing in Pools 1-4, replaced two repaired siphon meters for repair, assisted HVAC contractor with repairs at CVC Operations and Maintenance (O&M) Center, assisted electrical staff with multiple motor control issues at various pumping plants, assisted various contactors and consultants associated with multiple motor control issues at various pumping plants, continued to collect groundwater level measurements from CVC Pools 1-8 piezometers, performed spare motor maintenance by spinning motor shafts on all spare motors at CVC O&M Center, performed post-emergent herbicide applications, performed extensive fence and gate repairs, performed extensive fence and gate repairs, performed road and levee maintenance and washout repairs along CVC rights-of-way, continued rodent abatement along CVC rights-of-way, performed siphon breaker and compressor checks throughout entire CVC system, performed electrical preventative maintenance checks and testing at all CVC Motor Control Centers (MCC), performed routine maintenance activities that included vehicle and heavy equipment maintenance repairs, pump maintenance and interior MCC buildings cleaning. Field Operations staff completed Isolation of Hazardous Energy and Agency Trespasser Safety Training and performed a monthly safety inspection at the CVC O&M Center.

b) Year-to-Date Deliveries – Micah Clark reported that deliveries for November 2023 were approximately 63,606 acre-feet, with deliveries on behalf of Kern-Tulare Water District, Arvin-Edison Water Storage District, Cawelo Water District, Improvement District No. 4, Rosedale-Rio Bravo Water Storage District, and other Kern County Water Agency (Agency) Member Units. Deliveries were made in both forward and reverse flow.

7. Recommendation to Issue the Notice of Completion for the Cross Valley Canal Extension

Lining Project – Pool No. 8 – Contract No. 2022-05 – Scott Chambless reported that on November 17, 2022, Agency staff issued the Notice of Award letter to Floyd Johnston Construction, Co., Inc. for the Cross Valley Canal Extension Lining Project – Pool No. 8 – Contract No. KCWA 2022-05 (Project). Agency staff found the Project work to be substantially complete. Agency staff sought authorization to execute the Notice of Completion, subject to satisfactory completion as approved by the General Manager.

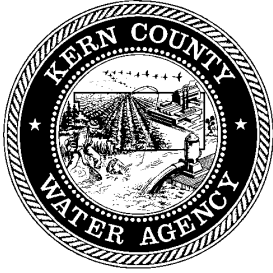


This item was discussed and recommended by the CVC Extension Participants.

Action: Tim Ruiz made a motion and David Ansolabehere seconded to recommend adopting Resolution No. 57-23 authorizing to issue the Notice of Completion for the Cross Valley Canal Extension Lining Project – Pool No. 8 – Contract No. KCWA 2022-05.

Roll call vote: Ayes: Ruiz & Ansolabehere  
Noes: None  
Absent: None

8. Adjourn – Chairman Sheridan Nicholas adjourned the Committee meeting at 8:12 a.m.



MEMORANDUM

20.2.1

TO: Cross Valley Canal Advisory Committee  
Agenda Item No. 5a

FROM: Lauren Bauer

DATE: January 24, 2024

SUBJECT: Update on Cross Valley Canal Construction/Maintenance Projects

**Issue:**

Update on Cross Valley Canal construction/maintenance projects.

**Recommended Motion:**

None – information only.

**Discussion:**

An overview of the construction projects associated with the Cross Valley Canal are provided as Attachments 1A and 1B.



# Cross Valley Canal

## Monthly Facilities Improvement and Construction Project Update

### January 2024

Attachment 1A

#### 1. HEC-RAS Model Compilation and Hydraulic Analysis

- Description: Aggregate the six existing post-expansion HEC-RAS hydraulic models representing Cross Valley Canal (CVC) Pools 1 through 6 into a single comprehensive model that can evaluate pump operations and canal hydraulics in forward and reverse flow.
- Consultant Contract: GEI – Task H
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
  1. Draft technical memorandum distributed to the CVC participants on January 28, 2021.
  2. Consultant presented the technical memorandum to the CVC Advisory Committee on February 24, 2021.
  3. Issued final technical memorandum on April 19, 2021.
- Next Project Milestone:
  1. Conduct field verification of the model 1,000 cfs flow test of CVC Pools 4 through 6.
    - a. Create this milestone as a stand-alone project, item 11.
    - b. Requested by the Hydraulic Improvement Project (HIP) ad hoc committee during the May 1, 2023 meeting.
  2. Conduct field verification of CVC pump flow versus head (lift) data.
  3. Prepare next steps for mitigation of the following:
    - a. Perform review of CVC pumping plant control philosophy.
    - b. Pool 1 dependence on California Aqueduct operations.
    - c. Explore impacts of adjusted Aqueduct water levels on CVC capacity.
    - d. Pool 1A reverse flow hydraulics (back siphonage).
    - e. Prepare feasibility analysis and develop project schedule for proposed mitigations.

#### 2. Evaluation to Review the CVC Channel Freeboard and Pump Submergence

- Description: Evaluate the feasibility and potential risks of reducing the minimum pump submergence for infrequent operations when the CVC is approaching its capacity as a method of increasing the canal freeboard and thereby increasing canal capacity.
- Consultant Contract: GEI – Task J
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
  1. Completed preparation of consultant proposal.
  2. Received Kern County Water Agency (Agency) Board authorization to execute task order on March 25, 2021.
  3. Completed data collection effort.
  4. Completed draft conceptual design review of CVC 'A' Pumping Plant forebays.
  5. Finalized physical model testing and mitigation for all pools and utilize pertinent information in the submergence assessment and freeboard evaluation.
  6. Performed review of CVC pumping plant control philosophy.
- Next Project Milestone:
  1. Prepare pump submergence assessment.
  2. Prepare channel freeboard evaluation.
  3. Coordinate technical study with findings from the Approach Channel and Water Level Fluctuation Hydraulic Analysis.
  4. Submit draft technical memorandum to the Agency.

### **3. Pumping Plant Forebay Approach Channel and Water Level Fluctuation Hydraulic Analysis**

- Description: Develop a scaled physical model and analyze the water level fluctuations associated with the pumping plant bifurcation geometry that causes a diverging flow directly upstream of the pumping plant forebays when both the ‘A’ and ‘B’ Pumping Plants are in operation.
- Consultant Contract: GEI – Task K
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
  1. Completed physical model internal workings.
  2. Completed physical model design and construction.
  3. Constructed physical model.
  4. Initiated physical model startup, testing and calibration.
  5. Conducted physical model testing for Pumping Plants 1 through 5.
  6. Completed testing of mitigation measures for Pumping Plants 1, through 5.
  7. Received draft technical memorandum.
  8. Dismantled the physical model.
  9. Completed staff review of draft technical memorandum.
  10. Staff and GEI-NHC reviewed HIP ad hoc comments on draft technical memorandum.
  11. Prepared and submitted final technical memorandum on June 29, 2023.
- Next Project Milestone:
  1. Determine if recommendations to install blocks in the A-side and B-side channel of the canal will be implemented.

### **4. Pumping Plant B Spare Pump Procurement**

- Description: Procure one spare 800-horsepower (hp) pump, two spare 700-hp pumps and one spare 600-hp pump for ‘B’ Pumping Plants.
- Consultant Contract: GEI – Task C
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Performed Agency staff review of Cascade Pump 600-hp spare pump proposal.
  2. Completed evaluation of existing 600-hp motor thrust values.
  3. Reviewed spare pump alternatives based on existing motor thrust rating limitations.
  4. Received updated Cascade Pump 600-hp spare pump price quotation.
  5. Completed review of updated Cascade Pump 600-hp spare pump price quotation.
  6. Received Agency Board approval to executed change order #4 on September 23, 2021.
  7. Issued the Notice to Proceed to Cascade Pumps.
  8. Performed field measurements of existing pump by Cascade Pumps.
  9. Received pump submittals and analysis from Cascade Pumps on February 2, 2022.
  10. Completed submittal review and provided Cascade review comments.
  11. Finalized submittal.
  12. Received completed pump design from Cascade Pump’s engineering department.
  13. Finalized the casting machining process and fabricated the pump.
  14. Coordinated the delivery of the 600-hp motor to Cascade Pump, which occurred in December 2022.
  15. Inspected and tested the 600-hp pump.
  16. Received pump, bowl assembly and motor from Cascade Pump.
  17. Project complete.
  18. Filed Notice of Completion in June 2023.



## **5. Pumping Plant B Forebay Modifications**

- Description: Prepare contract bidding documents to hydraulically isolate ‘B’ Pumping Plant forebays and install pump forebay vortex mitigation modifications.
- Consultant Contract: GEI – Task F
- Participant Group: CVC Expansion Participants
- Progress to Date:
  1. Received draft 100 percent complete project drawing set on April 6, 2021.
  2. Completed 100 percent complete contract bidding documents for Pumping Plant No 2B.
  3. Completed review of engineer’s cost estimate for Pumping Plant No. 2B.
  4. Completed partial value engineering analysis and procurement alternatives evaluation.
  5. Completed staff recommendation for initial project scope of work.
  6. Completed review of removeable baffle wall system price quotations from fabrication shops for Pumping Plant No. 2B.
  7. Determined to delay purchase of inflatable dam system.
  8. Received Agency Board approval to purchase baffle wall system for Pumping Plant 2B on December 15, 2021.
  9. Completed review of fabricator shop drawings which were returned to the fabricator on February 2, 2022.
  10. Received final shop drawings from the fabricator.
  11. Began fabrication of the baffle wall system.
  12. Galvanize the three manufactured baffle walls.
  13. Inspected galvanized baffle walls at fabricators facility.
  14. Received baffle wall system from fabricator.
- Next Project Milestone:
  1. Install baffle wall system and monitor for reduction of vortices in the forebay.
  2. Continue developing project procurement alternatives.
  3. Coordinate final design of pump forebay modifications with pump submergence analysis to verify elevational placement of proposed pump forebay modifications prior to the issuance of the project Notice of Award.

## **6. Pumping Plant Power Outage Mitigation**

- Description: Develop modifications to the pumping plant electrical control relays to provide more information to Agency staff during electrical outages and allow Agency staff to restore electrical power more quickly.
- Consultant Contract: GEI – Task E
- Electrical Field Consultants: Electrical Power Systems (EPS) and Northern Digital Inc. (NDI)
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Completed staff recommendation and implementation plan for mitigation measures.
  2. Completed evaluation facility scheduled outages for implementation of mitigation measures.
  3. Received engineering consultant design proposal for implementation of mitigation measures.
  4. Reviewed and evaluated the submitted proposals for all the pumping plants.
  5. Requested a revised proposal to focus on Pumping Plants 1B and 2B.
  6. Received consultant proposals for Pumping Plants 1B and 2B.
  7. Received electrical consultant recommended changes to engineering consultant’s proposal that design was not needed and issues could be addressed with updated programming at the individual sites.
  8. Performed site evaluation at all ‘B’ Pumping Plants and modified programming.
  9. Operated ‘B’ Pumping Plants with programming modifications to determine if issues were addressed.

10. Discussed 'A' Pumping Plants with consultants and developed a plan to address outage issues.
  11. Reviewed 'A' Pumping Plant plan and determined cost and schedule.
  12. Performed site evaluation at all 'A' Pumping Plants.
  13. Prepare construction plans for conduit and equipment installation.
- Next Project Milestone:
    1. Install the new modules, program SCADA and test the system for functionality.
    2. Continue to operate 'A' Pumping Plants with modifications to determine if issues have been addressed.

## **7. Pioneer Inlet Modifications and Repair**

- Description: Prepare Computational Fluid Dynamics (CFD) model on the Pioneer Inlet (Inlet) to evaluate and provide final design parameters based on the selected alternative from the feasibility study. Once the CFD model is completed, the design to repair and modify the Inlet to minimize impacts of Inlet operations in CVC Pool 5. The project will also address structural damage to the Inlet and adjoining CVC concrete canal liner from 2017 high-flow operations.
- Consultant Contract: GEI
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Completed final conceptual design based on CFD model.
  2. Completed final inlet facility design.
  3. Received, reviewed and commented on 30, 60 and 99 percent complete drawings.
  4. Issued notice to proceed for the geotechnical analysis.
  5. Received and reviewed geotechnical investigation report.
  6. Authorized GEI proposal to finalize plans, specifications and cost estimate package, prepare construction schedule, provide bid, and design support during construction.
  7. Met with Agency staff to determine project schedule.
  8. Receive 100 percent complete plans and specifications.
  9. Finalize bid set.
  10. Received Agency Board approval for Notice to Invite Bids on September 22, 2022.
  11. Opened bids October 28, 2022.
  12. Presented and obtained recommendation to award contract at the November 14, 2022 CVC Advisory Committee meeting.
  13. Presented and obtained approval to award contract at the November 16, 2022 Agency Board meeting.
- Next project milestone:
  1. Construct replacement structure.
  2. Project currently on hold due to the necessity to operate the Pioneer Inlet for Kern River operations.

## **8. Cross Valley Canal I-5 Siphon Outlet Freeboard Mitigation**

- Description: Prepare investigation and design of the CVC I-5 Siphon Outlet levees and canal liner to mitigate loss of freeboard during high-flow operations.
- Consultant Contract: Meyer Civil Engineering
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Completed draft technical memorandum and feasibility analysis.
  2. Completed staff review of draft technical memorandum and feasibility analysis.
  3. Completed phased project feasibility analysis.
  4. Updated draft technical memorandum and feasibility analysis based on staff review.
  5. Finalized technical memorandum.



6. Received first draft of construction drawings for Pool No. 2 Liner Raising Project.
  7. Received 90 percent complete plans for Pool No. 2 Liner Raising Project.
  8. Finalized the review of 90 percent completed plan submittal for Pool No. 2 Liner Raising Project.
  9. Received and reviewed 95 percent completed plans and specifications for Pool No. 2 Liner Raising Project.
- Next project milestone:
    1. Review and evaluate Pool No. 2 Liner Raising Project design based on Task M – Post-expansion (1422 cfs) HEC-RAS model compilation and hydraulic analysis.
    2. Request design proposal for Pool No. 3 Liner Raising Project.

## **9. Pre-Expansion (922 cfs) Hydraulic Capacity Evaluation**

- Description: Prepare a HEC-RAS model reflecting changes to the CVC between 1976 and 2007 to analyze the flow of the canal prior to Expansion.
- Consultant Contract: GEI – Task L
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Reviewed consultant proposal with HIP ad hoc.
  2. Received Agency Board approval to execute Task L on January 27, 2022.
  3. Held start-up meeting with HIP ad hoc on February 17, 2022.
  4. Performed hydraulic model testing and verification to validate parameters.
    - a. Reviewed Boyle Technical Memorandum No. 4 Final – 10/11/04.
    - b. Reviewed October 5, 2020 CVC Hydraulic Improvements Project CVC Original Construction Hydraulic Capacity Evaluation Final Technical Memorandum.
  5. Met with HIP ad hoc on March 23, 2022 to review hydraulic model testing and verification to validate parameters.
  6. Received proposal for out-of-scope work for additional analysis as requested by HIP ad hoc.
  7. Met with HIP ad hoc to review proposal for out-of-scope work (Task L -3A).
  8. Provided Task L general project update to CVC Advisory Committee on April 27, 2022.
  9. Received recommendation to approve Task L – 3A from CVC Advisory Committee on April 27, 2022.
  10. Received Agency Board approval to execute Task L – 3A on April 28, 2022.
  11. Presented Task L - 3A parameter recommendations to the HIP ad hoc on May 31, 2022.
  12. Received approval from HIP ad hoc on May 31, 2022 to use recommended parameters and move forward with model runs.
  13. Received additional questions about recommended parameters from HIP ad hoc on June 6, 2022.
  14. Hold work on the model runs until concurrence from HIP ad hoc.
  15. Received direction from HIP ad hoc on June 28, 2022 to present consultant findings and recommendations to CVC Advisory Committee and request direction.
  16. Presented Task L-3A parameter recommendations and general project update to CVC Advisory Committee on July 27, 2022.
  17. Received direction from CVC Advisory Committee on July 27, 2022 to move forward with Task 5 utilizing consultant recommendations for model parameters.
  18. Completed Task 5, Pools 1 through 6 model runs using design flowrates and recommended parameters.
  19. Discussed results with HIP ad hoc and developed additional eight model run scenarios.
  20. Presented Task 5 final model run scenario results with HIP ad hoc on September 12, 2022.
  21. Prepared draft hydraulic analysis report and submitted to HIP ad hoc on October 10, 2022 for review and comment.
  22. Collected and compiled comments from HIP ad hoc review by November 1, 2022.

23. Presented Task 5 results and general project update at the November 14, 2022 CVC Advisory Committee meeting.
24. Finalized final hydraulic analysis report on December 1, 2022.
25. Distributed final report to the CVC Advisory Committee members.
26. Project complete.

#### **10. Post-Expansion (1422 cfs) Hydraulic Capacity Evaluation**

- Description: Prepare a HEC-RAS model reflecting changes to the CVC based on the 2007 canal Expansion.
- Consultant Contract: GEI – Task L
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Reviewed consultant proposal with HIP ad hoc.
  2. Received Agency Board approval to execute Task M on November 16, 2022.
  3. Scheduled preparation meetings and HIP ad hoc meetings.
  4. Discussed Post-expansion parameters and geometry data, which will be used in the model runs, with the HIP ad hoc for concurrence.
  5. Completed Pools 1 through 6 model runs using design flowrates, recommended parameters and defined geometry.
  6. Discussed results with HIP ad hoc and developed additional eight model run scenarios.
  7. Presented final model run scenario results to HIP ad hoc.
  8. Presented Task M findings and general project update to CVC Advisory Committee on February 22, 2023.
  9. Prepared draft hydraulic analysis report and submitted to HIP ad hoc for review and comment.
  10. Collected and compiled comments from HIP ad hoc.
  11. Received final hydraulic analysis report on August 4, 2023.
- Next project milestone:
  1. Review final hydraulic analysis report to ensure all comments were addressed.
  2. Distribute final report to the CVC Advisory Committee.

#### **11. Field Verification of Model Evaluation**

- Description: Collect field data, including flow data, water surface elevations, CA Aqueduct deliveries and SCADA data for Pools 1 through 6 at a flow rate near or greater than 1,000 cfs.
- Work to be performed by Agency staff
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Scheduled preparation kick-off meeting.
  2. Discussed Agency staff roles and data collection process. Data collection work sheets and maps have been finalized for Pools 1 through 3.
- Next project milestone:
  1. Finalize data collection work sheets and maps for Pools 4 through 6.
  2. Verify current and collect additional survey benchmarks needed to convert water depths collected during flow measurements to water surface elevations.
  3. Monitor future water deliveries to determine when flow rate criteria may be met in order to schedule field data collection effort.

## CROSS VALLEY CANAL EXTENSION LINING PROJECT - POOL NO. 8 CONTRACT NO. KCWA 2022-05

### SUMMARY

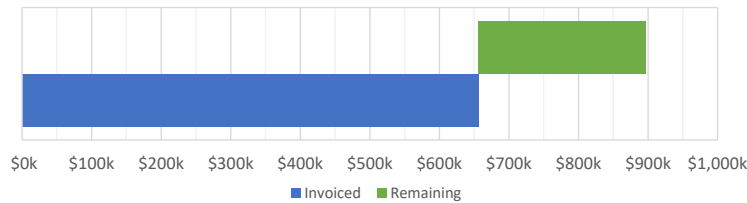
Reconstruct the earthen canal and place a concrete liner in the existing Cross Valley Canal extension in Pool No. 8.

Prepared By: Scott Chambless  
 Reviewed By: Tom McCarthy

### COST BREAKDOWN

#### CONSULTANTS

Consultants Billed to Date vs. Remaining Contract



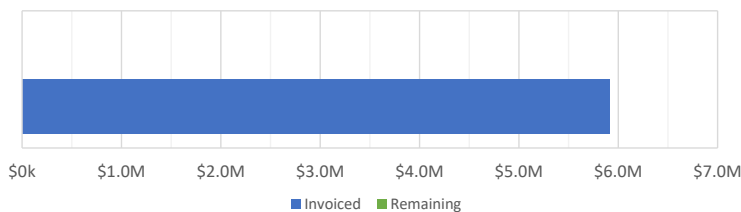
	Contracted	Invoiced	Remaining
NV5	\$ 640,000	\$ 456,838	\$ 183,162
SEI	\$ 190,000	\$ 160,925	\$ 29,075
P&P	\$ 67,000	\$ 38,748	\$ 28,252

#### TOTAL CONSULTANT COSTS

Total Contract Amount	\$ 897,000
Total Invoiced Amount	\$ 656,511
<b>REMAINING BALANCE</b>	<b>\$ 240,489</b>

#### CONSTRUCTION

Construction Billed to Date vs. Remaining Contract



Original Contract Amount	\$ 5,457,713
Original Contingency Amount	\$ 545,711
Increase to Contract	\$ 223,120
<b>TOTAL</b>	<b>\$ 6,226,544</b>

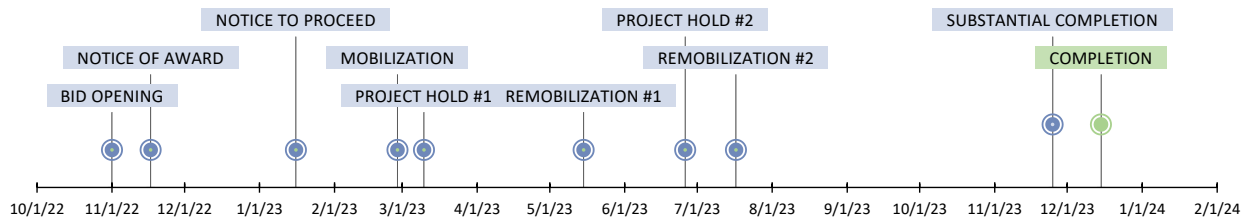
#### PAYMENT BREAKDOWN

Pay Requests Total	\$ 5,907,975
Retained (5%)	\$ (295,399)
<b>PAID TO DATE</b>	<b>\$ 5,612,576</b>

#### CONTRACT CHANGE ORDERS

Description of Changes	DATE	AMOUNT	DAYS ADDED
Change Order 1 - Emergency use of the CVC (Kern River shutdown #1)	5/17/2023	\$ 50,013	0
Change Order 2 - Time Extension for delayed start and emergency use of CVC	6/26/2023	\$ -	101
Change Order 3 - Emergency use of the CVC (Kern River shutdown #2)	8/24/2023	\$ 133,597	22
Change Order 4 - Rock Foundation	10/26/2023	\$ 149,793	0
Change Order 5 - River Turnout No. 4 Electrical Trench, Bid Quantity Adjustments, and Time Extension	11/15/2023	\$ 223,120	10
Change Order 6 - Bid Quantity Adjustments	12/31/2023	\$ (106,260)	0
		Contingency Expended \$ 556,522	133
		<b>Contingency Remaining \$ 212,309</b>	

### PROJECT SCHEDULE



Bid Opening:	11/1/2022	Time Extension (Days):	133
Notice of Award:	11/17/2022	Substantial Completion:	11/1/2023
Notice to Proceed:	1/16/2023	Actual Substantial Completion:	11/25/2023
Mobilization:	2/27/2023	Contract Completion:	12/4/2023
Length of Contract (Days):	190	Actual Completion:	12/15/2023

### RECENT ACTIVITY

Project completed on 12/15/2023.  
 Completed compaction and grading of levee roads and slopes.  
 Placed ag base roads.  
 Installed electrical conduit trench for River Turnout No. 4.  
 Completed all punchlist items and completed all field work.

### PLANNED CONSTRUCTION ACTIVITY

None. Contractor has demobilized from site.



CONSTRUCTION ACTIVITY LOCATION (Blue area denotes construction location)



PHOTOGRAPHS



River Turnout No. 4



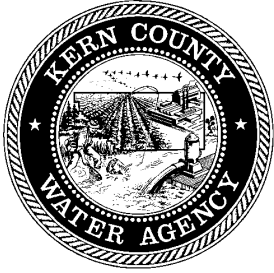
Ag base road placed.



Buoys installed.



View north of siphon.



MEMORANDUM

20.2.1

TO: Cross Valley Canal Advisory Committee  
Agenda Item No. 6a

FROM: Thane Campbell

DATE: January 24, 2024

SUBJECT: Update on Cross Valley Canal Construction/Maintenance Projects

**Issue:**

Update on Cross Valley Canal construction/maintenance projects.

**Recommended Motion:**

None – information only.

**Discussion:**

An overview of the construction projects associated with the Cross Valley Canal is provided as Attachment 1.

**CROSS VALLEY CANAL  
REPORT ON OPERATIONS, MAINTENANCE AND DELIVERIES  
JANUARY 2024**

**CROSS VALLEY CANAL  
OPERATIONS**

Preliminary inflows and deliveries for the month of December were as follows:

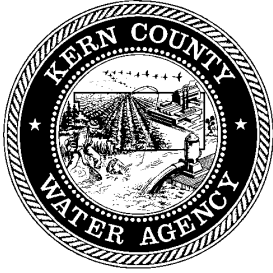
	California Aqueduct SWP (AF)	California Aqueduct CVP (AF)	CVC Total (AF)
Deliveries by Turnout:			
N-2 Siphon	918		918
Rosedale-Rio Bravo Turnout No. 1	3892		3,892
Rosedale-Rio Bravo Turnout No. 1B	1244		1,244
North Strand	1161	79	1,240
South Strand	655		655
Kern Water Bank P-11 Turnout	3481		3,481
Rosedale-Rio Bravo Central Intake	1,468		1,468
Nord Siphons	4,747		4,747
Section 4 Turnout	4,534		4,534
River Turnout No. 1	11,082		11,082
Rosedale-Rio Bravo Turnout No. 2	3734	4,342	8,076
River Turnout No. 2	2063		2,063
Arvin-Edison Turnout	1,067	7928	8,995
Lined Losses - Pools 1-6	103	77	180
Calloway Canal Intertie	442	6163	6,605
River Turnout No. 3 Pond	337		337
Big Bertha Siphon	456		456
HCGWPP Treatment Plant	1745		1,745
Lined Losses – Pool 7	6	26	32
<b>Total</b>	<b>43,135</b>	<b>18,615</b>	<b>61,750</b>

**MAINTENANCE AND REPAIRS:**

- Successfully completed the mandatory California Department of Water Resources (DWR) “Shutdown and Re-start” of the CVC;
- Performed thorough electrical inspection of Pumping Plant Nos. 1A, 3A, 4A, 5A and 6A during the DWR shutdown; discovered several failed or failing capacitors;
- Performed frequent mechanical cleaning of forebays using Gradall excavator;
- Assisted SCADA contractor with motor control issues at Pumping Plant Nos. 2B and 3B;
- Accompanied HVAC contractor for repairs to Pumping Plant No. 3B and Operations & Maintenance (O&M) Center;
- Repaired air leaks on two siphon breakers at Pumping Plant No. 4A due to vandalism;
- Installed the 4J 100 hp pump/motor at Pumping Plant No. 4A;
- Responded to Pumping Plant No. 4A power failure;
- Pulled motors 3G (100 hp), 4B (250 hp) and 6B (250 hp) at Pumping Plant Nos. 3A, 4A and 6A respectively, to be refurbished at the motor repair shop;



- Assisted the Engineering and Groundwater Services Department and City of Bakersfield Water Resources Department with CVC flow measurement testing in Pools 4-6;
- Installed stop logs, dewatered and removed obstruction from turnout gate at Rosedale-Rio Bravo No. 2;
- Provided access to Caltrans for its Coffee Road Bridge inspection;
- Assisted electrical staff with multiple motor control issues at various pumping plants;
- Assisted various contractors and consultants associated with multiple Agency projects;
- Continued to collect groundwater level measurements from CVC Pools 1-8 piezometers;
- Performed spare motor maintenance by spinning motor shafts on all spare motors at CVC O&M Center;
- Performed pre-emergent herbicide applications;
- Performed extensive fence and gate repairs;
- Performed road and levee maintenance and washout repairs along CVC rights-of-way;
- Continued rodent abatement along CVC rights-of-way;
- Performed siphon breaker and compressor checks throughout entire CVC system;
- Performed electrical preventative maintenance checks and testing at all CVC Motor Control Centers (MCC);
- Performed routine maintenance activities that included vehicle and heavy equipment maintenance repairs; pump maintenance and interior MCC buildings cleaning; and
- Performed a monthly safety inspection at the CVC O&M Center.



MEMORANDUM

20.2.1

TO: Cross Valley Canal Advisory Committee  
Agenda Item No. 6b

FROM: Monica Tennant

DATE: January 24, 2024

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

**Issue:**

Report on Cross Valley Canal operations and deliveries.

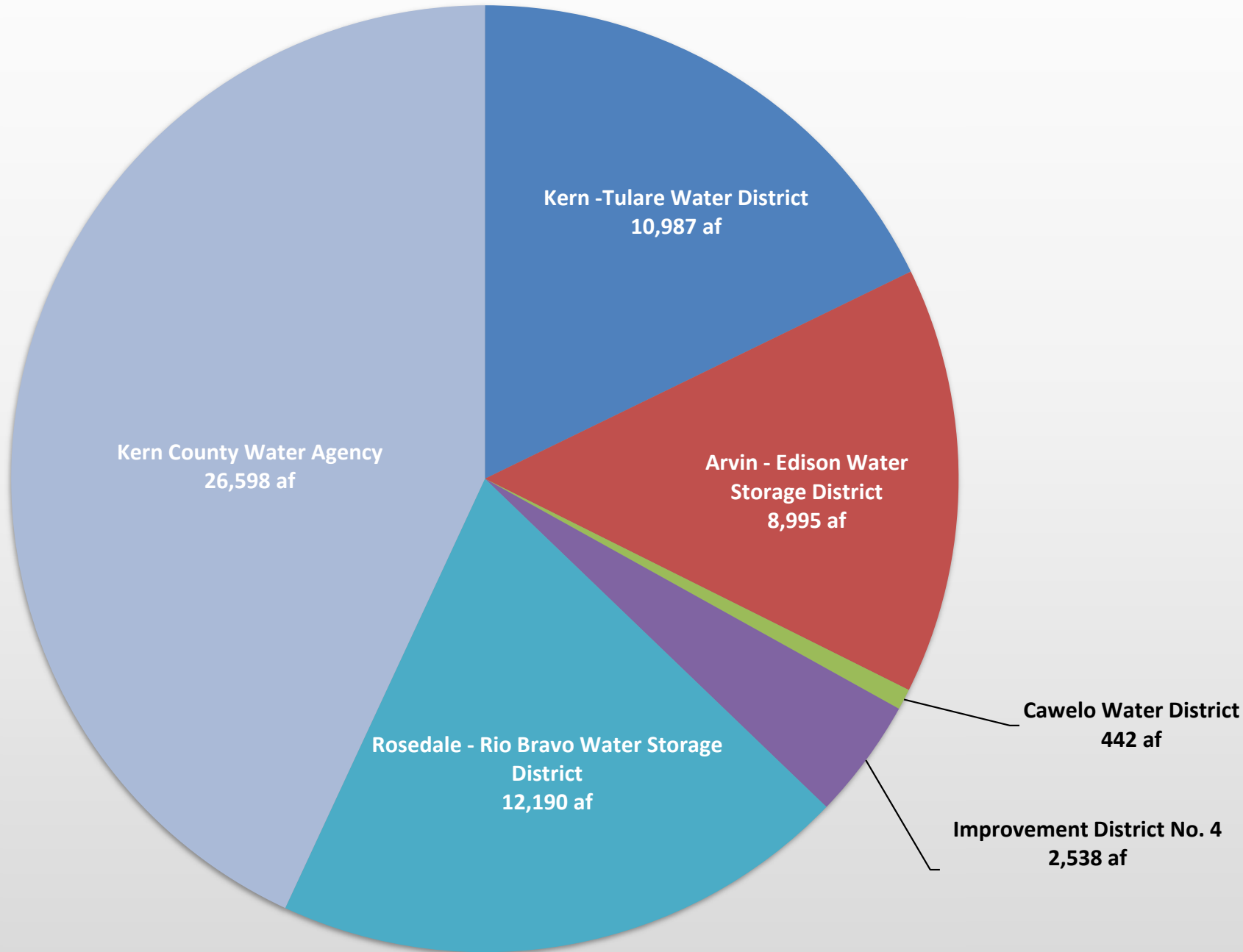
**Recommended Motion:**

None – information only.

**Discussion:**

A summary and graph of the Cross Valley Canal (CVC) operations, maintenance and deliveries for December 2023 is provided as Attachment 1. A table summarizing the year-to-date deliveries is provided as Attachment 2. Graphs illustrating deliveries by direction of flow and by source over the last 12 months are provided as Attachment 3. A schematic illustrating current CVC operations is provided as Attachment 4. A schematic illustrating the current maintenance and availability status of the pumps and motors at each pumping plant is provided as Attachment 5.

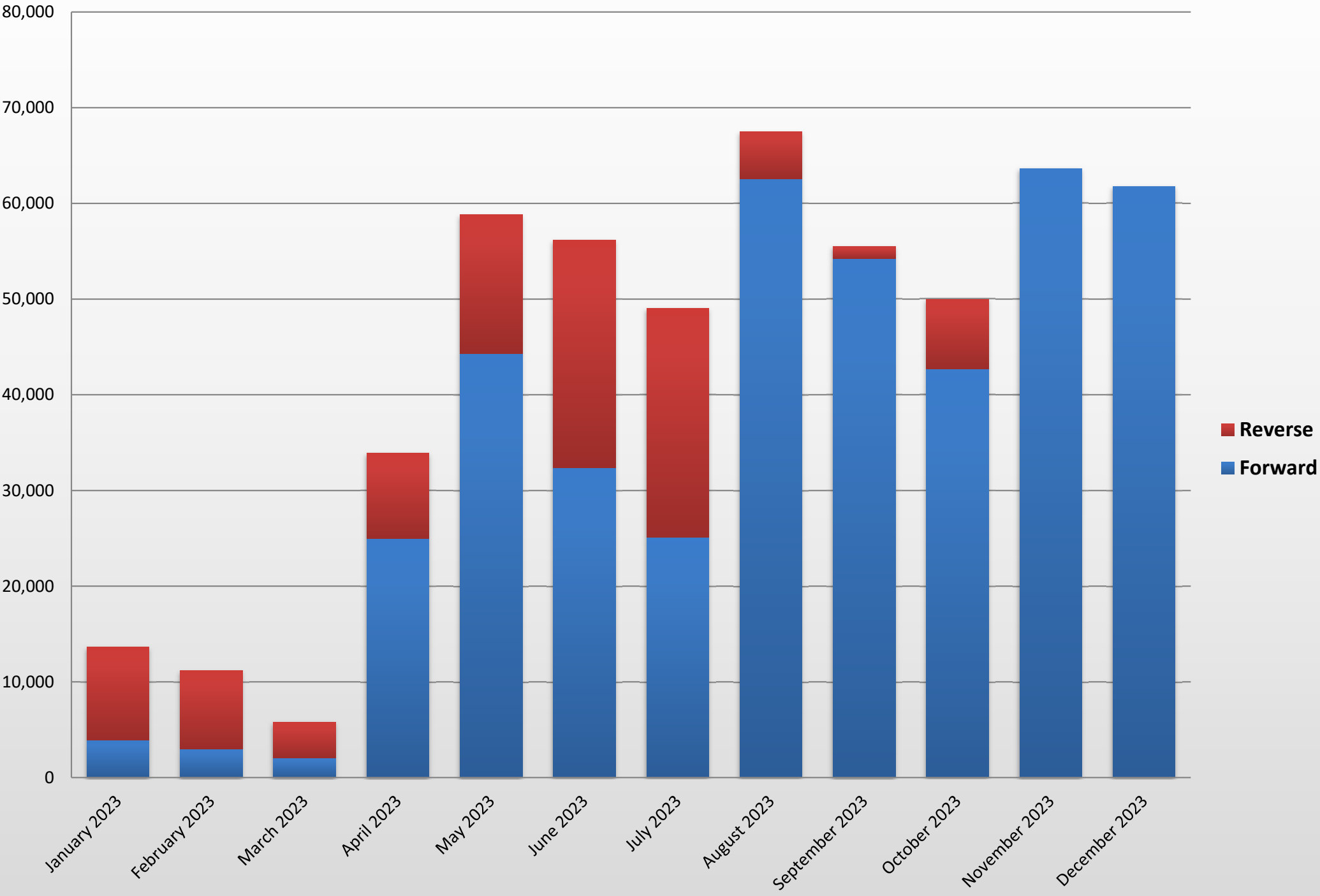
**Cross Valley Canal  
December 2023 Deliveries  
Total deliveries 61,750 af**





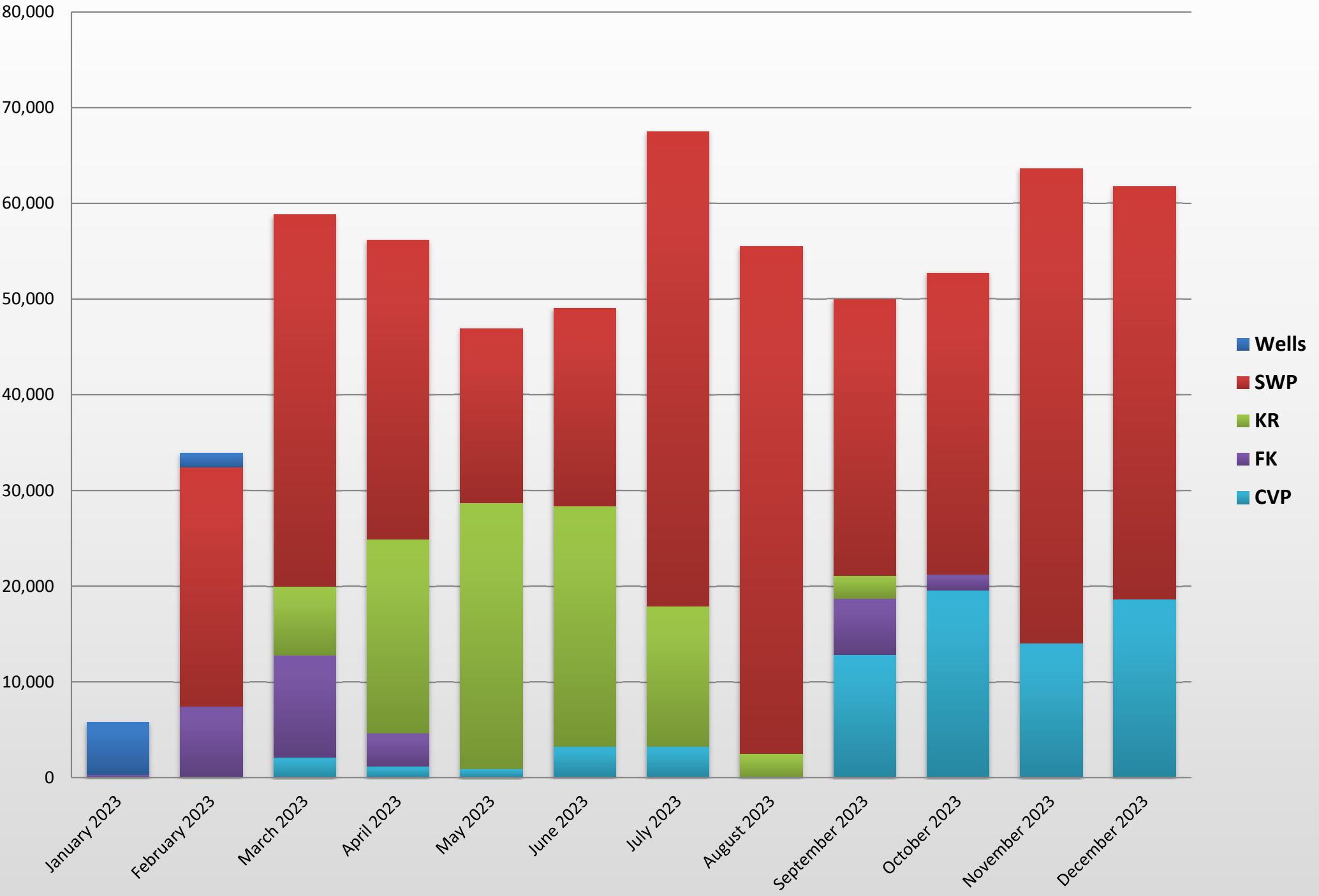
# Cross Valley Canal

## Twelve Month Delivery by Direction

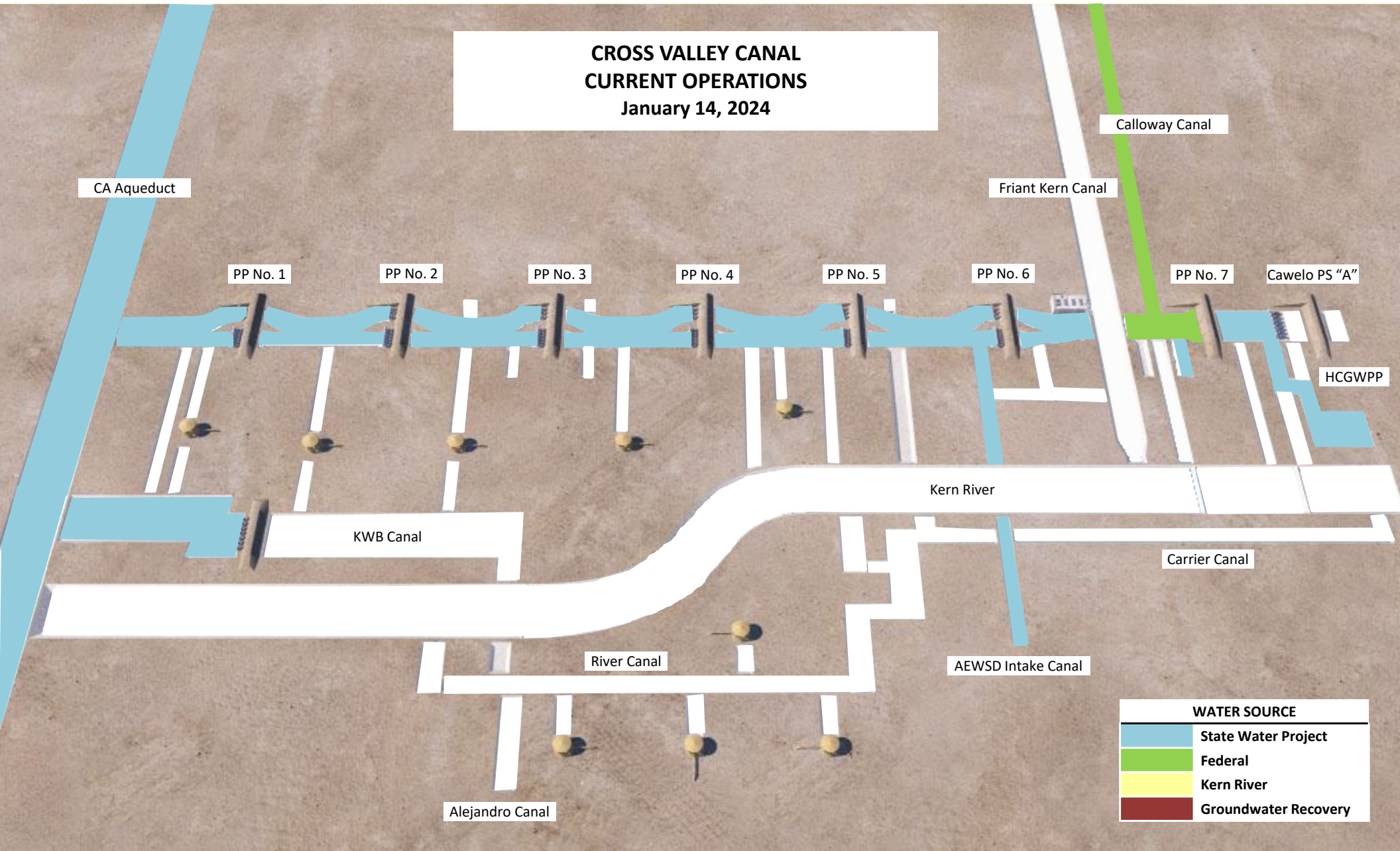


# Cross Valley Canal

## Twelve Month Delivery by Source



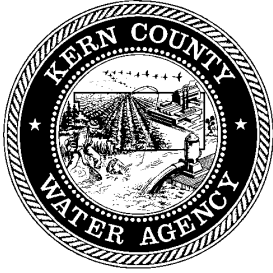
**CROSS VALLEY CANAL  
CURRENT OPERATIONS  
January 14, 2024**





**Cross Valley Canal  
Pump and Flow Configuration  
Last Updated on January 18, 2024**

'A' Pumping Plants												'B' Pumping Plants					Total cfs
		A	B	C	D	E	F	G	H	J	Total cfs	K	L	M	N	Total cfs	
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		<b>922</b>	167	167	167		<b>500</b>	
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	400	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	Service	70	180	180	Service	180	70	31		<b>711</b>	167	167	167		<b>500</b>	
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	Service	70	180	180	180	70	Service	70	31	<b>781</b>	167	Service	Service		<b>167</b>	
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	Service	Service	180	180	180	Service	31	70	31	<b>672</b>	167	167	167		<b>500</b>	
Pumping Plant No. 5	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	Service	31	70	31	<b>773</b>	167	Service	167		<b>334</b>	
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	31	Service	180	180	180	Service	70	Service		<b>641</b>	40	193	Service	90	<b>323</b>	
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	Service				<b>311</b>					<b>311</b>	



MEMORANDUM

20.2.1

TO: Cross Valley Canal Advisory Committee  
Agenda Item No. 7

FROM: Monica Tennant

DATE: January 24, 2024

SUBJECT: Recommendation to Execute a Reimbursement Agreement with Pacific Gas and Electric Company for Design and Review of Pipeline L-300B Replacement Crossing of the Cross Valley Canal

**Issue:**

Consider adopting Resolution No. 04-24 authorizing the Water Resources Manager to execute a reimbursement agreement with Pacific Gas and Electric Company for Design and Review of Pipeline L-300B Replacement Crossing of the Cross Valley Canal.

**Recommended Motion:**

Adopt Resolution No. 04-24 authorizing the Water Resources Manager to execute a reimbursement agreement with Pacific Gas and Electric Company for Design and Review of Pipeline L-300B Replacement Crossing of the Cross Valley Canal.

**Discussion:**

Pacific Gas and Electric Company (PG&E) owns and operates the L-300B Pipeline - a natural gas pipeline that traverses the Cross Valley Canal (CVC) west of Pumping Plant No. 4. PG&E is required to replace the pipeline to comply with the California Public Utilities Commission load regulations. PG&E has developed design documents, drawings and specifications of the pipeline replacement that Kern County Water Agency (Agency) staff must review and consent to in order to protect the integrity of the CVC. PG&E has agreed to reimburse the Agency for all costs associated with the review.

Agency staff have prepared the reimbursement agreement, provided as Exhibit A to Resolution No. 04-24, and recommend its approval.

BEFORE THE BOARD OF DIRECTORS  
OF THE  
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING EXECUTION OF A \*  
REIMBURSEMENT AGREEMENT BETWEEN THE \*  
KERN COUNTY WATER AGENCY AND PACIFIC \*  
GAS AND ELECTRIC COMPANY FOR DESIGN AND \*  
REVIEW OF PIPELINE L-300B REPLACEMENT \*  
CROSSING THE CROSS VALLEY CANAL \*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_, and seconded by Director \_\_\_\_\_, was duly passed and adopted by said Board of Directors at an official meeting hereof this 25th day of January, 2024, by the following vote, to wit:

Ayes:

Noes:

Absent:

---

Secretary of the Board of Directors  
of the Kern County Water Agency

Resolution No. 04-24

WHEREAS, in the 1970s, the Kern County Water Agency (Agency) and the other Cross Valley Canal (CVC) Participants entered into contracts for the construction and operation of the CVC; and

WHEREAS, on November 15, 2006, the Agency and the other CVC Participants entered into the Contract Among Kern County Water Agency and Various Parties for the Operation of the Cross Valley Canal, Extension and Intertie (Contract); and



WHEREAS, Pacific Gas and Electric Company (PG&E) owns and operates a natural gas pipeline known as the L-300B Pipeline; and

WHEREAS, the Agency and PG&E entered into an agreement recorded on May 24, 1976 which, acknowledges PG&E's land rights for its natural gas pipeline would be encroached upon by land rights acquired by the Agency for construction of the CVC and establishing the areas of common use; and

WHEREAS, PG&E consented to the construction of the CVC across its natural gas pipeline in a consent letter to the Agency dated June 17, 1976 and accepted by the Agency on October 15, 1976; and

WHEREAS, PG&E desires to replace a portion of the L-300B Pipeline located within the area of common use across the CVC; and

WHEREAS, the replacement project requires PG&E to access the CVC within the area of common use for construction; and

WHEREAS, PG&E is willing to reimburse all of the Agency's costs associated with the review of Project design documents, drawings and specifications; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. The Water Resources Manager is authorized, subject to approval of General Counsel as to legal form, to execute a Reimbursement Agreement between the Kern County Water Agency and Pacific Gas and Electric Company for Design and Review of Pipeline L-300B Replacement Crossing of the Cross Valley Canal attached hereto as Exhibit A.

AGREEMENT FOR REIMBURSEMENT OF COSTS  
FOR DESIGN AND REVIEW OF  
PG&E PIPELINE L-300B REPLACEMENT (R-1773)

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Kern County Water Agency (“Agency”) and Pacific Gas and Electric Company (“PG&E”).

WHEREAS the Agency constructed, operates, and maintains the Cross Valley Canal (“CVC”) on behalf of the CVC Participants; and

WHEREAS PG&E owns and operates the L-300B Pipeline a natural gas pipeline pursuant to that certain license agreement with Kern County Land Company, recorded on June 20, 1950, in Book 1670, Page 208 of Official Records of Kern County, that is traversed by the CVC and the City of Bakersfield’s 2800-Acre Groundwater Recharge Project; and

WHEREAS Agency and PG&E entered into that certain master agreement recorded on May 24, 1976, which, among other things, acknowledged that PG&E’s land rights for its natural gas pipeline would be encroached upon by land rights acquired by Agency for its canal project, and to establish the areas of common use; and

WHEREAS PG&E consented to the construction of the CVC across its pipeline in that certain consent letter to Agency dated June 17, 1976, and signed as to acceptance by Agency on October 15, 1976; and

WHEREAS PG&E has a project to replace a portion of the L-300B Pipeline located within the area of common use (Project); and

WHEREAS the Project requires PG&E to access the area of common use for construction activities; and

WHEREAS, the Agency must review and evaluate the Project, including any potential impacts to the CVC, prior to commencement of any Project activities; and

WHEREAS PG&E is willing to reimburse the Agency for its, actual costs incurred by the Agency and/or its consultants, which are reasonably attributable to reviewing and evaluating the Project; and

WHEREAS, upon execution of the reimbursement agreement, the Agency will begin reviewing the Project design; and

WHEREAS the Agency and PG&E will work cooperatively to resolve any Agency concerns relating to the work within the area of common use or any potential adverse impacts to the CVC that arise while reviewing the Project design; and

WHEREAS upon consent of the final Project design, the parties will enter into an agreement memorializing the mutual understanding and agreement relating to PG&E’s Project activities within the area of common use across Agency property.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Description and Location

The Project includes the design and replacement of a portion of PG&E’s L-300B Pipeline in the area of common use on Agency’s property.

2. Scope of Work

- a. Agency staff shall review documents, drawings and specifications related to design of the Project, including, but not limited to, technical reports and memos, design drawings and specifications and California Environmental Quality Act (CEQA) documents. The Agency shall ensure any design complies with the Agency's CVC Expansion Project Environmental Impact Report (SCH 200481183).
- b. The Agency, at its sole discretion, may hire consultants to assist in its review of the Project consistent with Article 2(a), provided that the Agency shall first consult with PG&E with respect to scope and budget prior to hiring any consultants to assist with such review of the Project.
- c. The Agency and PG&E shall meet as needed to review the status of the Project, including, but not limited to, the Project timeline, Project design, status of consultant work products, discussions with City of Bakersfield and any Agency comments or questions.

3. Costs and Invoicing

PG&E is responsible for and shall pay all actual costs incurred by the Agency and/or its consultants, which are reasonably attributable to the work described in Article 2, up to a maximum of \$25,000. All Agency invoices for costs incurred under this Agreement will become due and payable within 60 days after the date of the invoice. Unpaid amounts of such costs will become delinquent starting the day after the due date., and interest shall accrue thereon at a rate of 1 percent per month until the payment date. Agency shall maintain and make available for inspection by PG&E accurate records of all Agency's costs, disbursements, and receipts with respect to its activities under this Agreement.

4. Project Review

This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. The Agency's review of the Project under this Agreement does not constitute consent or a commitment to consent to PG&E's Project. Review of the project design and analysis of the potential impacts to the CVC and associated facilities will determine whether the Agency, at its sole discretion, will acknowledge its non-objection to construction of the Project. PG&E and Agency each reserve all of their respective land rights they hold within the area of common use.

5. Opinions and Determinations

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review or determination of any party hereto, such terms are not intended to be, and never shall be construed as, permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

6. Assignment

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein, by PG&E shall be valid unless and until the assignment or transfer is approved in writing by the Agency and made subject to such reasonable terms and conditions as the Agency may require.

7. Paragraph Headings

The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

8. Authority

The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.



IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

Kern County Water Agency

Pacific Gas and Electric Company

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

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

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

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

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

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

# **PIONEER PROJECT PARTICIPANTS**

## **Agenda**

**Thursday, February 8, 2024**

**1:00 p.m. – 1:30 p.m.**

**Conference Line:** (872)-240-3311

**Access Code:** 516-202-301#

<https://meet.goto.com/516202301>

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1. Update on Current Operations
2. Discussion of New Pioneer Wells
3. Discussion of the Proposed McAllister Canal and Pioneer Improvements
4. Discussion of the Recharge Plan
5. Discussion of the Pioneer GSA
6. Other

**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

**January 25th, 2023, 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 12/15/23 regular board meeting
- 3. Determine Time and Location for February Meeting**
- 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

**January 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 12/15/23
- 3. Financial Reports**
  - a. Presentation of financial reports.
  - b. Accounts payable.
  - c. Hamilton Resource Economics (HRE) Consulting Services Agreement
    1. Review HRE contract and recommended rate adjustment
    2. Consider HRE contract rate adjustment
- 4. Fish Friendly Diversion Project**  
Project updates
- 5. Water Blueprint for the San Joaquin Valley**  
Update
- 6. Collaborative Action Plan for the San Joaquin Valley**
- 7. USBR SJR Valley Plan**  
Update
- 8. New Business for Consideration at Future Meetings and Announcements**
- 9. Adjournment**



## Reservoir Committee/Authority Board Meeting

January 19, 2024

9:00 AM – **1:30 PM**

[Click here to join the meeting](#)

Call in: **1-916-538-7066**

122 Old Hwy 99W, Maxwell, CA 95955  
(additional locations below)

Code: **779 785 181#**

Authority Board Chair:	Fritz Durst (Reclamation District 108)
Authority Board Vice Chair:	Jeff Sutton (Tehama-Colusa Canal Authority)
Reservoir Committee Chair:	Valerie Pryor (Zone 7 Water Agency)
Reservoir Committee Vice-Chair:	Mike Azevedo (Colusa County)
Treasurer:	Jamie Traynham (Davis Water District)

### AGENDA

#### **ROLL CALL & CALL TO ORDER:**

- Introductions.
- Pledge of Allegiance.
- Approval of today’s meeting agenda for January 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 December 15, 2023, 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)**

- 2. **Action Items:** Approximate start time 9:20 am
  - 2.1 Reservoir Committee and Authority Board confirm that the development of the Benefits and Obligations (B&O) Contract remains consistent with the board adopted Guiding Principles and Preliminary Terms and delegate development of further operational details to the Operations and Engineering Committee.
  - 2.2 Reservoir Committee and Authority Board consider directing staff to proceed with implementing the Local Community Working Group proposed policy recommendations as part of the project and continue working with the LCWG to ensure the project stays aligned with the local community’s vision for a successful outcome. **(Attachment A)**
  - 2.3 Reservoir Committee and Authority Board consider authorizing the Executive Director to submit the Project’s Clean Water Act 404 and 401 Permit Application.
  - 2.4 Reservoir Committee and Authority Board consider authorizing the Executive Director to submit the Project’s Eagle Conservation Plan to the US Fish and Wildlife Service for a Bald and Golden Eagle Protection Act Permit for Project construction and operations.
  - 2.5 Reservoir Committee and Authority Board consider approval of the 2024 State and Federal Legislative Priorities. **(Attachment A & B)**
  
- 3. **Discussion and Information Items:** Approximate start time 10:20 am  
*No action from the Reservoir Committee or Authority Board.*
  - 3.1 Receive a program-level review of scope and schedule aspects of submitted Biological Assessments covering Construction and Operations.
  - 3.2 Receive an overview of Project operations modeling using the recently developed CalSim model platform (commonly referred to as CalSim 3).
  - 3.3 Review and comment on the Lower Colusa Basin Drain System’s list of potential long-term agreements and related near-term actions to support the Benefits and Obligations Contract development process. **(Attachment A & B)**
  
- 4. **Reports:** Approximate start time 11:20 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 –[Committee & Workgroup - Sites Reservoir \(sitesproject.org\)](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 11:35 pm

5.1 Conference with legal counsel regarding existing litigation (Gov. Code §§54956.9(d)(2)).

*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)).

5.3 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 1:15 pm

7. Recap: Approximate start time 1:20 pm

7.1 Suggested Future Agenda Items.

7.2 Upcoming Meetings:

**Joint Reservoir Committee & Authority Board**

Friday, February 16, 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 Geronio Pass Water Agency, 1210 Beaumont Avenue, Beaumont, CA 92223

Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118

Santa Clarita Valley Water Agency, 26501 Summit Circle, Santa Clarita, CA 91350

# WATER SUMMIT

# Water Summit Agenda & Ticket Registration

**Thursday, March 7th  
6:30am-2pm**

6:30 am	Check In/ Breakfast/ Vendor Showcase
7:30 am	Opening Remarks <ul style="list-style-type: none"> <li>✓ Jenny Holtermann, WAKC Executive Director</li> <li>✓ Jason Giannelli, WAKC President</li> </ul>
7:40 am	Federal Water & Infrastructure <ul style="list-style-type: none"> <li>✓ Ernest Conant, USBR</li> </ul>
8:00 am	Infrastructure Road Blocks <ul style="list-style-type: none"> <li>✓ Charles Gardner, Hallmark Group</li> <li>✓ Johnny Amaral, Friant Water Authority</li> <li>✓ Melissa Hurtado, California Senator</li> </ul>
9:00 am	Nitrate Control Programs <ul style="list-style-type: none"> <li>✓ Parry Klassen, Valley Water Collaborative</li> </ul>
9:20 am	Break/ Vendor Showcase
9:45 am	Water Regulation & Legislation and it's impacts to Kern County <ul style="list-style-type: none"> <li>✓ Jim Damien, Kern County Economic Development</li> <li>✓ Edward Ring, California Policy Center</li> <li>✓ Chelsea Haines, ACWA</li> </ul>
10:45 am	Water Banking where and how has it made an impact <ul style="list-style-type: none"> <li>✓ Jon Parker, Kern Water Bank Authority</li> <li>✓ Jeff Fabbri, Illume Ag</li> <li>✓ Matt Knudsen, AVEK</li> <li>✓ Eric Averett, Atlas LLC</li> </ul>
11:45 am	Dee Dee D'Adamo Vice-Chair California Water Resources Control Board
12:30 pm	Lunch/ Vendor Showcase
1:15 pm	SGMA what are we doing different this time around? <ul style="list-style-type: none"> <li>✓ Kristin Pittack, RinCon</li> <li>✓ Anona Dutton, EKI Environment &amp; Water</li> <li>✓ Stephanie Hasting, Brownstein</li> </ul>

speakers and topics subject to change

## Ticket Registration

**WAKC Members:**  
\$115/ person

**Non Members:**  
\$150/ person

attendees who purchase member tickets, but are not members, will be invoiced the balance

**Reserved Table of Eight:** \$1,000

logo must be emailed to include on table

for online tickets visit [www.wakc.com](http://www.wakc.com)

**NO EVENT DAY TICKET SALES**

**REGISTRATION DEADLINE: FEBRUARY 22nd, 2024**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Please mail this form to Water Association of Kern County, P.O. Box 2165, Bakersfield, Ca 93303 or email [jenny@wakc.com](mailto:jenny@wakc.com)





May 15, 2024 - 7:30am - May 17, 2024 - 6:30pm

## BAY-DELTA TOUR 2024 FIELD TRIP - MAY 15-17

[Click here to register!](#)

This tour travels deep into California's water hub and traverses the Sacramento-San Joaquin Delta, a 720,000-acre network of islands and canals that supports the state's water system and is California's most crucial water and ecological resource. The tour will make its way to San Francisco Bay and includes a ferry ride.

Water from Northern California flows through the Delta and provides drinking water for more than 27 million Californians and irrigation to about 3 million acres of farmland that contribute to the state's \$54 billion agricultural industry.

Planned stops include the Delta Cross Channel, the Bay Model in Sausalito, Los Vaqueros Reservoir and Suisun Marsh. Issues to be discussed include Delta planning initiatives, the proposed tunnel project, water project operations, fish passage, ecosystem restoration, levees and flood management, Delta agriculture, storage, and drinking water quality and water supply reliability.



This 3-day, 2-night tour features experts who will discuss the issues and controversies with this important resource, farmers who grow produce and environmentalists who are trying to bolster declining fish populations.

Contact Programs Director Nick Gray [via email](#) with any tour questions.

### What attendees say about this tour:

"I really liked the chance to see many places in the Delta and the Bay, including some places I'd been to before but this time saw in a different way through a different lens. I loved hearing many different perspectives. The tour ended up being a really great way to get to know my coworkers better."

"Listening to the stories of the farmer was fascinating. I liked the wide range of perspectives, learning about all of the amazing resources in the area, and connecting with other professionals in the water industry."

"The Bay Model was simply amazing, could have spent hours there. It was just an awesome three days all together."

### Planned Stops Include:

- Delta islands & levees
  - Delta Cross Channel
  - Federal pumping plant near Tracy
  - Working fishing pier in San Francisco
  - Suisun Marsh
  - State fish screens
  - Los Vaqueros Reservoir
  - U.S. Army Corps of Engineers Bay Model
  - Aquarium of the Bay
  - Antioch Brackish Water Desalination Project
- 

#### Planned Topics Include:

- Delta restoration plans
  - Agriculture, water rights
  - State & federal water project operations in the Delta
  - Studies & debate on Delta conveyance
  - Levee integrity, subsidence & flood management
  - Water project operations & efforts to protect fish
  - Water quality, salt intrusion & drinking water treatment
  - Ecosystem restoration projects, wetlands & waterfowl
  - Land use & planning
  - Climate change & infrastructure challenges
  - Los Vaqueros expansion
  - Fish population & pumping restrictions
- 

#### Tour Start & End Point:

The tour starts at 7:30 a.m. on May 15 and ends at 6:30 p.m. on May 17 at the Water Education Foundation office, [2151 River Plaza Drive, Suite 205, Sacramento, CA](#). **Free parking is available.**

The tour includes overnight stays in Stockton and Walnut Creek which are arranged by the Foundation and covered by the registration fee.

The [Courtyard Sacramento Airport Natomas](#) is next door to the Water Education Foundation and also offers a shuttle to/from Sacramento International Airport (SMF). We have a discounted room rate arranged there and self-pay booking options are provided upon registration for the tour.

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#### Pricing Details:

**General – \$999** (one person, single-occupancy room)

**Fee includes all tour meals, transportation, materials, snacks and hotel accommodations once the tour begins Wednesday. Meals covered by the registration fee include lunch on Wednesday through lunch on Friday. Participants are responsible for their own transportation to and from the tour's beginning and end point.**

A limited amount of scholarship funding is available to pay for a portion of the tour. Scholarships are awarded based on a few factors, including:

- Financial need
- Reason for scholarship request
- How the education & experience will be used after the tour

Contact Nick Gray [via email](#) to apply or for more information.

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#### Cancellation & Refund Policy:

The deadline to cancel and receive a refund is three weeks prior to the first day of the tour due to lodging, meal and transportation commitments. Substitutions are allowed up to five business days before the tour. Eventbrite fees are nonrefundable and the remaining amount may be subject to an additional processing fee.

We recognize that unexpected conflicts with our tours can occur from time to time. The Water Education Foundation recommends you consider arranging travel insurance from a provider of your choice soon after tour registration to protect against such unfortunate events.

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### Continuing Education Credits:

MCLE credits are available only for California attorneys for an additional fee, and may be available for water plant/wastewater plant operators and other vocations/professions. Contact Nick Gray [via email](#) with any questions.

### [Register Here!](#)

## TOUR SPONSORS

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### Bureau of Reclamation – California-Great Basin

#### Major Sponsor

One of five Reclamation regions, the California-Great Basin region covers the northern two-thirds of California, most of western Nevada and part of southern Oregon. The region places great importance on fulfilling its obligations for water delivery, water conservation, water recycling and reuse, power generation, and protecting natural and cultural resources.



— BUREAU OF —  
RECLAMATION

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### California Department of Water Resources

#### Major Sponsor

The Department of Water Resources (DWR) is responsible for managing and protecting California's water. DWR works with other agencies to benefit the state's people, and to protect, restore and enhance the natural and human environments.





**From:** [Bob Handleman](#)  
**To:** [Megan Misuraca](#)  
**Subject:** Telecom Lease at RRB Water Storage District  
**Date:** Thursday, February 8, 2024 11:37:17 AM

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Dear Megan,

Our company, Wireless Equity Group, [www.wirelessequity.com](http://www.wirelessequity.com), purchase leases from existing cell phone towers and antennas.

The RRB Water Storage District has a tower that generates monthly revenues from individual carriers, such as AT & T, Verizon, and T-Mobile.

Each lease is available to divest and turn that monthly income into one lump payout, potentially realizing millions of dollars that may be available for capital improvements and other projects that are waiting for budget and fiscal years to be funded.

Below is an example of monies that may be available:

Monthly Rent = \$2200 per lease or \$26,400 annually.  
\$26,400 @ 2% annual escalation = \$448,800.00 payout  
\$26,400 @ 2.5% annual escalation = \$462,000.00 payout  
\$26,400 @ 3% annual escalation = \$475,200.00 payout.

Other options include:

- 5-year payout (increases the total payout to \$501,600.00)
- 7-year payout (increases the total payout to \$528,000.00)
- 10-year payout (increases the total payout to \$572,880.00)

The extended payment options may be suitable for budget purposes.

Our process to determine exact payout numbers begin with the following submitted documents:

1. Copy of the original lease.
2. Addendums attached to original lease.
3. Verification of monthly rental income.

From these documents we will submit to the RRB our Letter of Intent (LOI) for review.

We welcome the opportunity to provide this information and proposal.

Thank you for your time and attention to this opportunity.

Regards,

**Bob Handleman**  
Sr. Director of Acquisitions

**Wireless Equity Group**  
Cell # 913-461-2525  
Office # 941-269-1994

# WirelessEquity.com



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