



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

## ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

849 ALLEN ROAD, BAKERSFIELD, CA 93314

### **AGENDA**

November 11, 2025 8:00 a.m.

### 1. CALL TO ORDER / ROLL CALL

### 2. APPROVAL OF MINUTES

a) Special Board Meeting Minutes of October 13, 2025

### 3. FINANCIAL REPORT

- a) Treasurer's Report (MM)
- b) Accounts Payable (MM)
- c) Revenue and Expenditures (MM)
- d) Consideration of Fiscal Year End December 31, 2026 Budget (MM)
- e) Consideration of Resolution No. 552 Setting the Rate of Calendar Year 2026 Water Charge (TT)
- f) Water Charge Update (TT)
  - i. Consideration of Proposal for Water Accounting Platform Upgrade (TT)
  - ii. Consideration of Proposal for LandIQ Field Level Online Daily Tool (MN/TT)

### 4. OPERATIONS AND MAINTENANCE REPORT

- a) District Groundwater Levels (MN)
- b) Operations (ZS)
- c) Maintenance (ZS)
- d) Consideration of Budget for Cover Cropping (ZS)
- e) Consideration of Policy for Conveyance of 3<sup>rd</sup> Party Supplies (TT)

### 5. WATER RESOURCES REPORT

- a) State Water Project Operations (TT)
- b) Delta Conveyance Project (TT)

c) Kern County Water Agency (TT)

### 6. MANAGER'S REPORT

- a) Strategic Plan Update (RE/DB)
- b) Rosedale Recap (RE)
- c) Project Evaluation Update (DB)
- d) Consideration of Policy for Domestic Well Mitigation Policy (DB)
- e) Consideration of Lease Agreement Rosedale Kern Properties LLC (TT)
- f) Announcement of New Field Staff Employee (DB)

### 7. ENGINEER'S REPORT

- a) Onyx Ranch Project (DB)
  - i Consideration of Update to Onyx Project Model (DB)
- b) Improvement Projects (MN)
- c) Consideration of Change Order for Environmental Services Dillard/Solar Project (RE)

### 8. COMMITTEE/SPECIAL PROJECT ACTIVITIES

- a) Groundwater Banking Joint Powers Authority (DB & TT)
- b) Sustainable Groundwater Management Act / Rosedale-Rio Bravo Water Storage District Groundwater Sustainability Agency (DB/TT/DR)
- c) Kern Non-Districted Lands Joint Power Authority (DB/BW)
- 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)
- I) 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)

### 9. ATTORNEY'S REPORT

### 10. OLD OR NEW BUSINESS

### 11. CORRESPONDENCE

### 12. PUBLIC COMMENT

### 13. CLOSED SESSION

- 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): Two (2) Matters
- 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. Department of Water Resources v. All Persons Interested (Validation Action)
  - iii. Rosedale-Rio Bravo Water Storage District, et al. vs. Kern County Water Agency, et al. (CVC Litigation)
  - iv. Buena Vista Water Storage District, et al. v. Rosedale-Rio Bravo Water Storage District (Three Separate Suits) (Onyx Ranch CEQA Litigation)
  - v. 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: Water Supply. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - iii. Property: Various Parcels Potential District Projects. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - iv. Property: Various Parcels Kern Fan Project. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District, Irvine Ranch Water District and Groundwater Banking Joint Powers Authority. Under negotiation: Price & Terms of Payment
  - v. Property: Various Parcels (including Kern County APNs 426-040-09; 026-031-08; 426-400-06; 426-031-09; 426-031-10; 426-031-02; 426-033-01; 426-040-10). Negotiating Parties: B & D Prince Family Trust and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price and Terms of Payment

### 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 (<a href="www.rrbwsd.com">www.rrbwsd.com</a>) on or before November 7, 2025. Requests for disability-related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Megan Misuraca at <a href="mmisuraca@rrbwsd.com">mmisuraca@rrbwsd.com</a>. 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 SPECIAL BOARD MEETING

October 13, 2025

8:00 a.m.

### **DIRECTORS PRESENT**

Roy Pierucci, Jason Selvidge, Mitch Millwee, Gary Unruh & Barry Watts

#### **DIRECTORS ABSENT**

None

#### **OTHERS PRESENT**

District Staff / Consultants – Dan Bartel, Trent Taylor, Megan Misuraca, Zach Smith, Rachelle Echeverria, Markus Nygren, Dan Raytis & Jennifer Spaletta
Public – John Gaugel and Ken Campbell

#### **CALL TO ORDER**

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

### **APPROVAL OF MINUTES**

a) Regular Board Meeting Minutes of September 09, 2025

A motion was made by Director Unruh with a second by Director Millwee to approve the Board of Directors' September 09, 2025 regular meeting minutes. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

NOES: None ABSTAINED: None

### **FINANCIAL REPORT**

- a) <u>Treasurer's Report</u> Ms. Misuraca presented the Treasurer's Report as of September 30, 2025, highlighting significant payments made during September. She noted that the County Fund account balances remain estimates due to the transition to a new accounting system and that staff has begun the 2026 budgeting process.
- b) Accounts Payable Approval and Ratification (of payments made September 6, 2025 through October 9, 2025) Ms. Misuraca reviewed the accounts payable report with the Board. A motion was made by Director Watts and seconded by Director Millwee to ratify and approve payment of the accounts payable in the total amount of \$448,859.58. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, Watts and Millwee

NOES: None

ABSTAINED: None

c) Revenue and Expenditures Report – Ms. Misuraca presented the Revenue and Expenditures Report, comparing budgeted amounts to actuals through September 30, 2025. She highlighted several accounts that have large changes or budget overages compared to last month.

### **OPERATIONS AND MAINTENANCE REPORT**

- a) <u>District Groundwater Levels</u> Mr. Nygren presented groundwater levels in relation to the District's minimum thresholds under SGMA, along with a depth-to-water map for the District. He also highlighted the updated design of the map, which now includes the District's recharge ponds.
- b) Operations Report Mr. Smith provided an update on the District's water supplies and recharge and recovery operations.
- c) <u>Maintenance Report</u> Mr. Smith reported on various maintenance efforts across the District.
- d) <u>Consideration of 2024 Operations Report</u> Mr. Smith presented the 2024 Operations Report to the Board highlighting groundwater banking balances and updates made since the last report. A motion was made by Director Millwee and seconded by Director Watts to approve the 2024 Operations Report. The motion was unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

**NOES: None** 

ABSTAINED: None

#### WATER RESOURCES REPORT

- a) <u>State Water Project Operations</u> Mr. Taylor provided a detailed report on current State Water Project operations, including an analysis of the 8-station index graph, reservoir conditions, and snow water content reports. He also reviewed the memo sent to the Kern County Water Agency regarding information received about a claimed carryover spill from San Luis Reservoir in 2023.
- b) <u>California Delta Conveyance Project</u> Mr. Taylor briefed the Board on the Delta Conveyance Project schedule and ongoing funding discussions and briefed the Board on the DCP presentation given by Karla Nemeth on October 9.
- c) <u>Kern County Water Agency Board Meeting Update</u> Mr. Taylor briefly reviewed the Kern County Water Agency agenda.
- d) Consideration of Purchase of "4%" Water- Mr. Taylor reviewed the terms for the purchase of the "4%" water from adjoining banking projects and the amount available for Rosedale to purchase. Following discussion, a motion was made by Director Unruh and seconded by Director Selvidge to authorize staff to execute any necessary agreements to purchase the maximum 4% water supply available to the District at the applicable SWP Delta Rate price. The motion passed unanimously.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

NOES: None ABSTAINED: None

e) <u>Consideration of Second Amended and Restated Agreement for Storage and Extraction</u> – This item was tabled to a future meeting.

- f) <u>Consideration of an Encroachment Permit for South Strand</u> This item was tabled to a future meeting.
- g) Consideration of a Joint Use Agreement Between Rosedale- Rio Bravo Water Storage District,
  Kern Water Bank, and Irvine Ranch Water District Mr. Taylor briefed the Board on the latest
  updates and reviewed the agreement with the Board. A motion was made by Director Selvidge
  and seconded by Director Watts to approve and authorize staff to execute the Agreement and
  Grant of Licenses by and Between Kern Water Bank Authority, Irvine Ranch Water District and
  Rosedale-Rio Bravo Water Storage District for Construction and Joint Use of Facilities, subject to
  minor revisions approved by General Counsel as may be necessary to complete execution of the
  agreement. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

**NOES: None** 

ABSTAINED: None

### **MANAGER'S REPORT**

- a) <u>Strategic Plan Update</u> Ms. Echeverria briefed the Board on staff's efforts under Goal #5 of the Strategic Plan to ensure that key responsibilities within the agency are sustainable and efficient.
- b) Rosedale Recap None.
- c) <u>Project Evaluation Update</u> Ms. Echeverria, serving as project manager, and the team leads reviewed recaps, including the Risk and Reliability Team, the Affordability Team, and the How Much Water Team.

### **ENGINEER'S / PROJECTS REPORT**

- a) Onyx Ranch Mr. Bartel briefed the Board on Onyx Ranch operations including project flows over the past month and reported Audubon has requested a conservation easement that staff will be working with them to obtain.
  - i. <u>Consideration of Well Head Water Treatment Services Contract</u> Mr. Nygren briefed the Board on certain water quality issues at the Onyx stock water well. A motion was made by Director Unruh and seconded by Director Selvidge to approve a budget not to exceed \$40,000 for replacement of the existing pump, installation of a well pretreatment and filtration system, and associated setup, with an estimated annual operating cost of approximately \$7,000. The motion passed unanimously.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

NOES: None

ABSTAINED: None

- b) <u>Improvement Projects</u> Mr. Nygren updated the Board on the status of various improvement projects across the District including progress on the SCADA project and West Superior Weir Improvements.
- c) Stockdale Integrated Banking Project
  - i. Resolution No. 551 Adopting Addendum No. 3 to Stockdale Integrated EIR

    SCH#2013091076 and Directing Filing of NOD Ms. Echeverria briefed the Board on the

details of Addendum No. 3 to the Stockdale Integrated Banking Project and reviewed Resolution No. 551. A motion was made by Director Millwee with a second by Director Selvidge to adopt Resolution No. 551 – Adopting Addendum No. 3 to the Environmental Impact Report for the Stockdale Integrated Banking Project and directing the filing of a Notice of Determination. A roll call vote was taken and the motion unanimously passed.

NOES: None ABSTAINED: None

#### **COMMITTEE REPORTS**

- a) <u>Groundwater Banking Joint Powers Authority</u> Mr. Bartel reported on the meetings that staff held with the Alternative 5 Engineering and Permitting teams.
- b) <u>Sustainable Groundwater Management Act / Rosedale-Rio Bravo Water Storage District</u> <u>Groundwater Sustainability Agency –</u>

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

- Preemptive Well Mitigation Policy Mr. Bartel briefed the Board on the concept of preemptive well mitigation and reviewed some wells in the District that may be candidates for preemptive mitigation.
- ii. <u>Consideration of Ratification of GSP Finalization Costs</u> Mr. Bartel briefed the Board on Amendment No. 3 to the Kern Subbasin Cost Sharing Agreement for revising the Groundwater Sustainability Plans and noted Rosedale's contribution of \$12,500 toward the effort.
- iii. <u>Consideration of GSP Implementation Costs</u> Mr. Bartel reviewed the consultant proposals for the implementation of the GSP and noted Rosedale's contribution of roughly \$20,000 for the efforts.

A motion was made by Director Unruh, seconded by Director Watts, to ratify Amendment No. 2 to the Kern Subbasin Cost Sharing Agreement for revisions the Groundwater Sustainability Plans and Rosedale's associated contribution of \$12,500, and to approve Rosedale's execution of necessary contracts and associated contribution of up to \$20,000 for its share of Subbasin GSP implementation costs. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

NOES: None ABSTAINED: None

- c) <u>Kern Non-Districted Lands Joint Power Authority</u> Mr. Bartel reported on conversations related to the development of a White Land assessment structure.
- d) Kern Fan Monitoring Committee No report.
- e) Cross Valley Canal Advisory Committee No report.
- f) Pioneer Project Committee
  - i. <u>Consideration of Participation in Pioneer North Improvements</u> Mr. Bartel reviewed the Pioneer North Recharge West Basin Enhancements presentation and budget. A motion

was made by Director Selvidge, seconded by Director Watts, to approve Rosedale-Rio Bravo WSD's participation in the Pioneer North Improvements with a budget not to exceed \$374,500. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, Unruh, Millwee and Watts

NOES: None ABSTAINED: None

- 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 reported that Westside Water District has withdrawn from participation in the Fish Friendly Diversion Project, placing the project on hold for the time being.
- I) Valley Ag Water Coalition No report.
- m) Kern Integrated Regional Water Management Plan No report.
- n) <u>Sites Reservoir Project</u> Mr. Taylor reported on the latest activities and project updates.
- o) <u>Association of California Water Agencies</u> Mr. Taylor provided a report on the Region 6 & 7 tour, highlighting Rosedale's participation in the event.

### **ATTORNEY'S REPORT**

None.

### **OLD OR NEW BUSINESS**

None.

### **CORRESPONDENCE**

None.

### **PUBLIC COMMENT**

None.

### **CLOSED SESSION**

During the meeting, the Board met in closed session, as follows: At 10:08 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 reported that the Board did not take any reportable action during the closed session.

#### **ADJOURNMENT**

At 11:30 a.m. President Pierucci adjourned the meeting.

# Monthly Financial Report

Rosedale-Rio Bravo Water Storage District October 2025



Prepared by

Megan Misuraca

Prepared on

**November 11, 2025** 

# Rosedale-Rio Bravo Water Storage District RRB Cash Balance

October 2025

	Date		Credit	Debit	Balance
10006 Tri-Counties Bank-Operations					
	Beginning Balance				2,523,078.15
Total for 10006 Tri-Counties Bank-Operations		\$	124,413.95	\$ 800,829.59	\$ 1,846,662.51
10007 Tri-Counties Bank-Payroll					
	Beginning Balance				80,073.34
Total for 10007 Tri-Counties Bank-Payroll		\$	160,417.97	\$ 187,506.29	\$ 52,985.02
10100 General County Fund # 60510					
***Balances as of 6/30/2025	Beginning Balance				15,063,086.29
Total for 10100 General County Fund # 60510					\$ 15,063,086.29
***Balances as of 6/30/2025					
10101 Operations County Fund # 60520					
***Balances as of 6/30/2025	Beginning Balance				51,896.34
Total for 10101 Operations County Fund # 60520					\$ 51,896.34
***Balances as of 6/30/2025					
10102 Bond Debt County Fund # 60526					
	Beginning Balance				5,415.03
Total for 10102 Bond Debt County Fund # 60526					\$ 5,415.03
10103 Bond Reserve County Fund #60527					
	Beginning Balance				990.16
Total for 10103 Bond Reserve County Fund #60527					\$ 990.16
10504 2020 COP W.F. Trust Funds M.M.					
	Beginning Balance				376.76
Total for 10504 2020 COP W.F. Trust Funds M.M.		\$	1.25		\$ 378.01
10551 Goldman Sachs Money Market					
	Beginning Balance				40,020.68
Total for 10551 Goldman Sachs Money Market		\$	129.10		\$ 40,149.78
		Total (	Cash Balance		\$ 17,061,563.14

# Rosedale-Rio Bravo Water Storage District RRB Investment / Cash Equivalent

10550 Investment AMG - Wells Fargo				
	Beginning Balance			16,773,707.33
Total for 10550 Investment AMG - Wells Fargo		\$ 18	8,971.88	\$ 16,754,735.45
		Total Investment/Cash Equivalent	:	\$ 16,754,735.45
		Total Cash and Cash Equivalent	,	\$ 33,816,298.59

### Rosedale-Rio Bravo Water Storage District AP for Ratification

October 10 - November 6, 2025

	Transaction Type	Num	Date	Amount	Split
ACWA					
	Bill Payment (Check) Bill	4650 2025-09-30	10/30/2025 09/30/2025		06 Tri-Counties Bank-Operations s/Membership- Dues and Membership:Dues/Membership- ACWA
	DIII	2025-09-30	09/30/2023	20,030.00 Due:	s/wermbership- Dues and wermbership.Dues/wermbership- ACVVA
ACWA JPIA (W/C,Auto,GL,Prop)					
	Bill Payment (Check)	4648	10/30/2025		06 Tri-Counties Bank-Operations
	Bill	1465	10/20/2025	59,946.85 6301	10 Insurance
ASM Affiliates					
	Bill Payment (Check)	4658	10/30/2025	-6,574.60 1000	06 Tri-Counties Bank-Operations
	Bill	30807	10/16/2025	6,574.60 7020	01 Capital Environmental Services
Perchtold Equipment Company					
Berchtold Equipment Company	Bill Payment (Check)	4645	10/30/2025	-756.90 1000	06 Tri-Counties Bank-Operations
	Bill	P51520	10/15/2025		01 Equipment Maintenance & Repair
BHK Accountancy Corporation	Dill Deverse A (Cheek)	4040	40/20/2025	0.240.00.400	200 Tri Counting Book Countings
	Bill Payment (Check) Bill	4640 159589	10/30/2025 10/01/2025		06 Tri-Counties Bank-Operations 02 Audit and Accounting Services
				5,5.5.55	
Builders Mart					
	Bill Payment (Check)	4663	10/30/2025		06 Tri-Counties Bank-Operations
	Bill	4612 Sep 25	10/17/2025	611.24 616	50 Operating Supplies
Christensen, Inc.					
	Bill Payment (Check)	4660	10/30/2025	-3,212.99 1000	06 Tri-Counties Bank-Operations
	Bill	418830	10/15/2025	3,212.99 -Spli	it-
Computershare					
- Comparer of the Comparer of	Bill Payment (Check)	4653	10/30/2025	-5,000.00 1000	06 Tri-Counties Bank-Operations
	Bill	2485804	10/06/2025	5,000.00 8810	00 COP Administration
County Clerk	Bill Payment (Check)	4639	10/15/2025	-50.00.1000	06 Tri-Counties Bank-Operations
	Bill	2025-10-15	10/15/2025		00 Licenses, Permits and Fees
Dan's Pest Management					
	Bill Payment (Check) Bill	4657 70034	10/30/2025 10/21/2025		06 Tri-Counties Bank-Operations 00 Building Maintenance
	5		10/2 1/2020	120.00 0010	oo barang mamonando
Emcor Services					
	Bill Payment (Check)	4646	10/30/2025		06 Tri-Counties Bank-Operations
	Bill	960029535	10/13/2025	1,710.00 6510	00 Building Maintenance
Esparza Enterprises, Inc					
	Bill Payment (Check)	4655	10/30/2025	-6,101.14 1000	06 Tri-Counties Bank-Operations
	Bill	134821	10/15/2025	3,194.10 -Spli	
	Bill	134935	10/22/2025	2,907.04 6300	07 Other Contracted Services
Hafenfeld Ranch, LLC					
	Bill Payment (Check)	4643	10/30/2025	-210.00 1000	06 Tri-Counties Bank-Operations
	Bill	2603	10/20/2025	210.00 6500	01 Equipment Maintenance & Repair
Kern County Water Agency					
Nom County Water Agency	Bill Payment (Check)	4642	10/30/2025	-1,669.00 1000	06 Tri-Counties Bank-Operations
	Bill	43213	10/15/2025		d Party Project Operations:Cross Valley Canal
Mission Uniform Service	Rill Dayment (Check)	4662	10/30/2025	226 70 4004	06 Tri Counties Rank Operations
	Bill Payment (Check) Bill	4662 524789243	10/30/2025 10/17/2025	-226.79 1000 104.84 6350	06 Tri-Counties Bank-Operations
	Bill	524745083	10/17/2025	121.95 6350	
Office1	Dill Deverse (OL 1)	4054	40/20/2005	040.04	200 Tel Counties Book On continue
	Bill Payment (Check) Bill	4651 AR1330105	10/30/2025 10/09/2025		06 Tri-Counties Bank-Operations 01 Printing & Reproduction
				2,2.0, 0200	. J

Peachy Clean				
	Bill Payment (Check)	4647	10/30/2025	-400.00 10006 Tri-Counties Bank-Operations
	Bill	Sep 2025	10/23/2025	400.00 63500 Janitorial
PG&E (1091941045-5)				
	Bill Payment (Check)	4649	10/30/2025	-14,100.64 10006 Tri-Counties Bank-Operation
	Bill	1091941045-5 Oct 25	10/15/2025	14,158.87 61300 Surface Water Pumping
	Vendor Credit		10/22/2025	-58.23 61300 Surface Water Pumping
PG&E 7752864149-9				
	Bill Payment (Check)		10/30/2025	-Split-
	Bill	7752864149-9 Oct 25	10/09/2025	43.01 61301 Groundwater Pumping
	Vendor Credit		10/09/2025	-58.23 61301 Groundwater Pumping
R & G FARMS				
	Bill Payment (Check)	4659	10/30/2025	-336.25 10006 Tri-Counties Bank-Operation
	Bill	748	10/16/2025	336.25 65001 Equipment Maintenance & R
Rachelle Echeverria - Reimbursement				
Rachene Echeverna - Reimbursement	Bill Payment (Check)	4641	10/30/2025	-19.49 10006 Tri-Counties Bank-Operation
	Bill	2025-10-10	10/10/2025	19.49 62000 General Office
	J	2020 10 10	10/10/2020	10:10 02500 00:10:10 01:100
Rincon Consultants, Inc	Bill Payment (Check)	4644	10/30/2025	-8,200.25 10006 Tri-Counties Bank-Operation
	Bill	69370	10/16/2025	8,200.25 -Split-
Rosedale Kern Properties LLC				
	Bill Payment (Check)	4654	10/30/2025	-49,931.99 10006 Tri-Counties Bank-Operation
	Bill	2025-20256	10/13/2025	49,931.99 68000 Property Taxes
Safeguard Business Systems				
	Bill Payment (Check)	4652	10/30/2025	-483.16 10006 Tri-Counties Bank-Operation
	Bill	9009005538	10/10/2025	483.16 62001 Printing & Reproduction
Standard Insurance				
	Bill Payment (Check)	4661	10/30/2025	-743.93 10006 Tri-Counties Bank-Operation
	Bill	November 2025	10/22/2025	743.93 -Split-
Stoel Rives LLP				
	Bill Payment (Check)	4656	10/30/2025	-1,044.33 10006 Tri-Counties Bank-Operation
	Bill	8092509	10/13/2025	172.33 63000 Legal Services
	Bill	8092512	10/13/2025	290.00 63000 Legal Services
	Bill	8092511	10/13/2025	582.00 63000 Legal Services
Tri Counties Bank				
	Bill Payment (Check)	ACH	10/15/2025	-8,281.47 10006 Tri-Counties Bank-Operation
	Bill	3913 Sep 25	10/07/2025	8,281.47 -Split-
YSI Incorporated, A Xylem Brand				
YSI Incorporated, A Xylem Brand	Bill Payment (Check)	4664 1172816	10/30/2025 10/21/2025	-11,920.16 10006 Tri-Counties Bank-Operation 11,920.16 70000 Capital Water Structure

AP to be ratified \$ 217,203.79

### Rosedale-Rio Bravo Water Storage District AP for Board Approval November 7, 2025

	Transaction Type	Num	Date	Amount	Split
ACE HARDWARE	D:11 D	4070	44/07/0005	50.40.40000 T:	
	Bill Payment (Check)	4673	11/07/2025		Counties Bank-Operations
	Bill	66801	10/24/2025		Maintenance & Repair
	Bill	66828	10/30/2025	45.43 61650 Ope	rating Supplies
Advanced Data Storage, Inc.					
	Bill Payment (Check)	4692	11/07/2025	-56.39 10006 Tri-0	Counties Bank-Operations
	Bill	221695	10/25/2025	56.39 62000 Gen	eral Office
AMTEC					
	Bill Payment (Check)	4681	11/07/2025	-500.00 10006 Tri-0	Counties Bank-Operations
	Bill	7256-11-25	11/03/2025	500.00 88100 COF	P Administration
Barnes Welding Supply					
	Bill Payment (Check)	4678	11/07/2025	-72.84 10006 Tri-0	Counties Bank-Operations
	Bill	91726744	10/31/2025	72.84 61500 Equ	ipment Rental
Barnes, Earl K & Carolyn M.					
, <del></del>	Bill Payment (Check)	4689	11/07/2025	-15,713.80 10006 Tri-0	Counties Bank-Operations
	Bill	2025- Undeveloped Lan	11/06/2025	15,713.80 -Split-	
Barry Watts					
	Bill Payment (Check)	4685	11/07/2025	-402.10 10006 Tri-0	Counties Bank-Operations
	Bill	Oct 2025	11/06/2025	402.10 62007 Dire	ctors' Fees
Belden Blaine Raytis, LLP					
Action Blanc Rayto, LLI	Bill Payment (Check)	4677	11/07/2025	-20,821.67 10006 Tri-0	Counties Bank-Operations
	Bill	27341	11/05/2025	18,522.50 -Split-	
	Bill	27344	11/05/2025	1,007.50 63000 Lega	al Services
	Bill	27343	11/05/2025	361.67 63000 Lega	al Services
	Bill	27342	11/05/2025	930.00 63000 Leg	al Services
Berchtold Equipment Company					
	Bill Payment (Check)	4668	11/07/2025	-3,085.13 10006 Tri-0	Counties Bank-Operations
	Bill	R02051	10/28/2025	3,085.13 61500 Equ	ipment Rental
Buena Vista GSA					
	Bill Payment (Check)	4679	11/07/2025	-16,696.77 10006 Tri-0	Counties Bank-Operations
	Bill	Funding Request #16	11/05/2025	16,696.77 61450 Reg	ulatory Programs
Carroll's Tire Warehouse					
<del></del>	Bill Payment (Check)	4686	11/07/2025	-74.07 10006 Tri-0	Counties Bank-Operations
	Bill	103356	10/08/2025		ipment Maintenance & Repair
Christensen, Inc.					
	Bill Payment (Check)	4691	11/07/2025	-3,342.37 10006 Tri-0	Counties Bank-Operations
	Bill	422105	10/31/2025	3,342.37 -Split-	-,
Comptel Services					
Complet Off vices	Bill Payment (Check)	4665	11/07/2025	-118.00 10006 Tri-0	Counties Bank-Operations
	Bill	52526	10/24/2025		hnology Fees & Subscriptions
David Janes Company					
David Janes Company	Bill Payment (Check)	4667	11/07/2025	-191.60 10006 Tri-0	Counties Bank-Operations
David Janes Company	Bill Payment (Check)	4667 0460704-IN	11/07/2025 10/28/2025	-191.60 10006 Tri-0 191.60 61650 Ope	•
					•
				191.60 61650 Ope	•
David Janes Company Esparza Enterprises, Inc	Bill	0460704-IN	10/28/2025	191.60 61650 Ope	rating Supplies

Gary Unruh	Rill Payment (Check)	4670	11/07/2025	514 94 10006 Tri Counting Bank Operations
	Bill Payment (Check) Bill	4670 Oct 2025	11/07/2025 11/06/2025	-514.84 10006 Tri-Counties Bank-Operations 514.84 62007 Directors' Fees
	DIII	Oct 2020	11/00/2023	314.04 02007 Directors 1 ees
Groundwater Banking JPA				
•	Bill Payment (Check)	4698	11/07/2025	-125,000.00 10006 Tri-Counties Bank-Operations
	Bill	62395	11/06/2025	125,000.00 -Split-
Innovative Controls				
	Bill Payment (Check)	4693	11/07/2025	-258.75 10006 Tri-Counties Bank-Operations
	Bill	1435	10/23/2025	258.75 63007 Other Contracted Services
Jason Selvidge				
	Bill Payment (Check)	4683	11/07/2025	-259.92 10006 Tri-Counties Bank-Operations
	Bill	Oct 2025	11/06/2025	259.92 62007 Directors' Fees
Kern County Treasurer- Tax Collector	Pill Payment (Check)	4672	11/07/2025	56 446 27 10006 Tri Counties Bank Operations
	Bill Payment (Check) Bill	32104004004 Dec 2025	11/07/2025 11/10/2025	-56,446.37 10006 Tri-Counties Bank-Operations 830.69 68000 Property Taxes
	Bill	32104004004 Dec 2025	11/10/2025	4,046.03 68000 Property Taxes
	Bill	32103031009 Dec 2025	11/10/2025	5,657.16 68000 Property Taxes
	Bill	32103031009 Dec 2025	11/10/2025	84.21 68000 Property Taxes
	Bill	32103030000 Dec 2025	11/10/2025	14.62 68000 Property Taxes
	Bill	32103027008 Dec 2015	11/10/2025	12.47 68000 Property Taxes
	Bill	32103028001 Dec 2025	11/10/2025	6,152.68 68000 Property Taxes
	Bill	32103017018 Dec 2025	11/10/2025	7,032.82 68000 Property Taxes
	Bill	32103016006 Dec 25	11/10/2025	3,152.74 68000 Property Taxes
	Bill	32103015012 Dec 25	11/10/2025	82.36 68000 Property Taxes
	Bill	32103012004 Dec 25	11/10/2025	21.81 68000 Property Taxes
	Bill	32103011001 Dec 2025	11/10/2025	612.72 68000 Property Taxes
	Bill	42603213005 Dec 2025	11/10/2025	1,780.40 68000 Property Taxes
	Bill	42603210006 Dec 2025	11/10/2025	780.86 68000 Property Taxes
	Bill	42608004000 Dec 2025	11/10/2025	301.24 68000 Property Taxes
	Bill	42603502004 Dec 2025	11/10/2025	751.39 68000 Property Taxes
	Bill	42603410028 Dec 2025	11/10/2025	159.94 68000 Property Taxes
	Bill	42603214008 Dec 2025	11/10/2025	4,391.89 68000 Property Taxes
	Bill	42610008007 Dec 2025	11/10/2025	4,188.81 68000 Property Taxes
	Bill	32103002014 Dec 2025	11/10/2025	6,623.15 68000 Property Taxes
	Bill	32102005001 Dec 2025 32102002002 Dec 25	11/10/2025	202.19 68000 Property Taxes
	Bill Bill	42603212002 Dec 2025	11/10/2025 11/10/2025	253.58 68000 Property Taxes 5,785.63 68000 Property Taxes
	Bill	42603211009 Dec 2025	11/10/2025	2,242.15 68000 Property Taxes
	Bill	32118101012 Dec 2025	11/10/2025	436.05 68000 Property Taxes
	Bill	32106105019 Dec 2025	11/10/2025	323.46 68000 Property Taxes
	Bill	321061001017 Dec 2025	11/10/2025	142.72 68000 Property Taxes
	Bill	32104010010 Dec 2025	11/10/2025	382.60 68000 Property Taxes
Kern Machinery				
	Bill Payment (Check)	4695	11/07/2025	-176.88 10006 Tri-Counties Bank-Operations
	Bill	101-1288946	10/28/2025	176.88 65001 Equipment Maintenance & Repair
Martinez Gardening Service				
	Bill Payment (Check)	4669	11/07/2025	-200.00 10006 Tri-Counties Bank-Operations
	Bill	131060	10/30/2025	200.00 65100 Building Maintenance
Mission Huiferm Comite-				
Mission Uniform Service	Pill Poyment (Ctt-)	4606	11/07/2025	104 94 10006 Tri Counties Book Consession
	Bill Payment (Check)	4696 524872871	11/07/2025	-104.84 10006 Tri-Counties Bank-Operations
	Bill	524872871	10/31/2025	104.84 63500 Janitorial
Mitch Millwee				
	Bill Payment (Check)	4694	11/07/2025	-104.20 10006 Tri-Counties Bank-Operations
	Bill	Oct 2025	11/06/2025	104.20 62007 Directors' Fees
		· · · ·		
PG&E (0439653883-9)				
	Bill Payment (Check)	4687	11/07/2025	-318.79 10006 Tri-Counties Bank-Operations

	Bill	0439653883-9 Nov 25	10/30/2025		318.79 61300 Surface Water Pumping
PG&E (1338232537-4)					
,	Bill Payment (Check)	4674	11/07/2025		-783.45 10006 Tri-Counties Bank-Operations
	Bill	1338232537-4 Nov 25	10/30/2025		783.45 61301 Groundwater Pumping
PG&E (3923107207-3)					
	Bill Payment (Check)	4671	11/07/2025		-1,011.26 10006 Tri-Counties Bank-Operations
	Bill	3923107207-3 Nov 25	10/30/2025		1,011.26 61301 Groundwater Pumping
Roy Pierucci					
	Bill Payment (Check)	4682	11/07/2025		-973.92 10006 Tri-Counties Bank-Operations
	Bill	Oct 2025	11/06/2025		973.92 62007 Directors' Fees
Southern California Edison (700102049704)					
	Bill Payment (Check)	4666	11/07/2025		-156.21 10006 Tri-Counties Bank-Operations
	Bill	700102049704 Nov 25	10/29/2025		156.21 66000 Utilities
Southern California Edison (700511405161)					
	Bill Payment (Check)	4690	11/07/2025		-9.66 10006 Tri-Counties Bank-Operations
	Bill	700511405161 Oct.25	10/29/2025		9.66 66000 Utilities
Southern California Edison (Projects)					
	Bill Payment (Check)	4688	11/07/2025		-5,429.66 10006 Tri-Counties Bank-Operations
	Bill	7501897906	10/24/2025		5,429.66 61301 Groundwater Pumping
Spectrum Business					
	Bill Payment (Check)	4697	11/07/2025		-156.25 10006 Tri-Counties Bank-Operations
	Bill	1355119110125 Nov	11/01/2025		156.25 66001 Phone / Internet
Thomas Refuse Service, Inc					
	Bill Payment (Check)	4676	11/07/2025		-265.38 10006 Tri-Counties Bank-Operations
	Bill	5B104619	11/01/2025		265.38 66000 Utilities
Torres Clemente					
	Bill Payment (Check)	4675	11/07/2025		-6,084.99 10006 Tri-Counties Bank-Operations
	Bill	103-170-07 2025	10/27/2025		6,084.99 60110 Assesment Reimbursement
Tri Counties Bank					
	Bill Payment (Check)	ACH	11/07/2025		-6,151.23 10006 Tri-Counties Bank-Operations
	Bill	3913 Oct 25	11/05/2025		6,151.23 -Split-
Workforce go!					
	Bill Payment (Check)	4680	11/07/2025		-21.24 10006 Tri-Counties Bank-Operations
	Bill	INV-0041863	11/01/2025		21.24 60001 Payroll Taxes and Fees
		Total AP Current		\$ 271,	405.32

Total AP Current + Ratified

\$ 488,609.11

### Rosedale-Rio Bravo Water Storage District Budget vs. Actuals- FYE December 31, 2025

January - October, 2025

	Oct 2025		Total	
	Actual	Actual	Budget	% of Budget
Income				
40000 Assesments		6,328,706.46	6,041,401.60	104.76%
40010 Prior Year Assesments		31,825.35	26,250.00	121.24%
40500 Water Charge		1,757,464.97	1,824,000.00	96.35%
40503 SW Pumping Reimbursement		6,085.00	330,000.00	1.84%
40506 Groundwater Mitigation		0.00	32,960.00	0.00%
40507 O & M Reimbursement	15,248.64	53,931.80	150,000.00	35.95%
40508 Groundwater Banking	1,733,225.00	7,492,869.00	5,760,000.00	130.08%
40509 Lease	16,456.75	79,931.25	75,000.00	106.58%
40510 GW Recovery Reimursement		213.76	2,100,000.00	0.01%
40511 Non-Reoccuring Water Sale		0.00	1,000,000.00	0.00%
40600 Interest	-11,357.18	919,377.22	400,000.00	229.84%
41000 Other	29,932.18	41,732.18	5,500.00	758.77%
41001 Refunds and Credits		231,427.49	50,000.00	462.85%
41005 Income from Sale of Asset		0.00	20,000.00	0.00%
41010 Grant		740.00	1,000.00	74.00%
41050 Resource Management	37,374.26	129,672.06	150,000.00	86.45%
Total Income	\$ 1,820,879.65	\$ 17,073,976.54	\$ 17,966,111.60	95.03%
Expenses				
60000 Wages and Salaries	174,769.42	1,270,665.07	1,651,692.00	76.93%
60001 Payroll Taxes and Fees	3,028.75	24,718.46	32,000.00	77.25%
60005 Staff Benefits	20,455.80	149,501.47	180,000.00	83.06%
60006 Staff Retirement	15,693.72	237,184.83	250,000.00	94.87%
60007 Workers Compensation Insurance	3,036.37	22,716.11	38,000.00	59.78%
60100 Bank Charges	287.20	2,814.61	3,000.00	93.82%
60110 Assesment Reimbursement	6,084.99	26,786.35	30,000.00	89.29%
60200 Licenses, Permits and Fees	50.00	5,679.94	8,000.00	71.00%
61000 KCWA SWP		3,913,143.00	4,000,000.00	97.83%
61001 COB Contract		0.00	2,494,400.00	0.00%
61050 Other Water Purchase		394,359.00	1,000,000.00	39.44%
61300 Surface Water Pumping	14,508.17	911,299.07	400,000.00	227.82%
61301 Groundwater Pumping	7,552.62	43,035.85	2,800,000.00	1.54%
61350 Well Mitigation		0.00	5,000.00	0.00%
Total 61400 Third Party Project Operations	1,669.00	154,466.36	1,505,408.00	10.26%
61450 Regulatory Programs		117,434.11	80,000.00	146.79%
61500 Equipment Rental	3,609.69	69,446.79	75,000.00	92.60%
61650 Operating Supplies	8,336.37	28,825.60	35,000.00	82.36%
61655 Water Quality Testing		7,782.91	30,000.00	25.94%
61660 Property Lease		71,604.00	75,000.00	95.47%
61800 Fuel	7,069.97	69,596.56	100,000.00	69.60%
62000 General Office	2,209.12	18,623.62	37,000.00	50.33%

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54.74%
81.42%
69.90%
36.96%
6.75%
93.79%



849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

November 11, 2025

TO:

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

FROM:

Megan Misuraca

Re: Fiscal Year 2026 Proposed Budget

### **Discussion:**

Staff met with the finance committee on November 10, 2025 to review the proposed fiscal year 2026 budget and 10-year projected cash balance. The District's total revenues for FY2026 are budgeted at \$20.69 million, representing a 15.15% increase compared to the FY 2025 Budget. The growth is primarily driven by increases in water charge revenues and reimbursements from banking partners. The District's total expenditures for FY 2026 are budgeted at \$29.52 million, representing a 5.97% increase compared to the FY 2025 Budget. The increase is primarily driven by higher water purchase costs, pumping operations, and planned capital investments, offset by reductions in professional services and delays in Kern Fan Project capital investment.

### 10-Year Cash Balance Projection

The 10-year projection incorporates below-normal 2026 water supply conditions and assumes average operations for 2027–2035. Assessment revenues increase 3% annually, and water charge rates gradually rise over six years while irrigated water demand reduces 10% by 2030 before stabilizing.

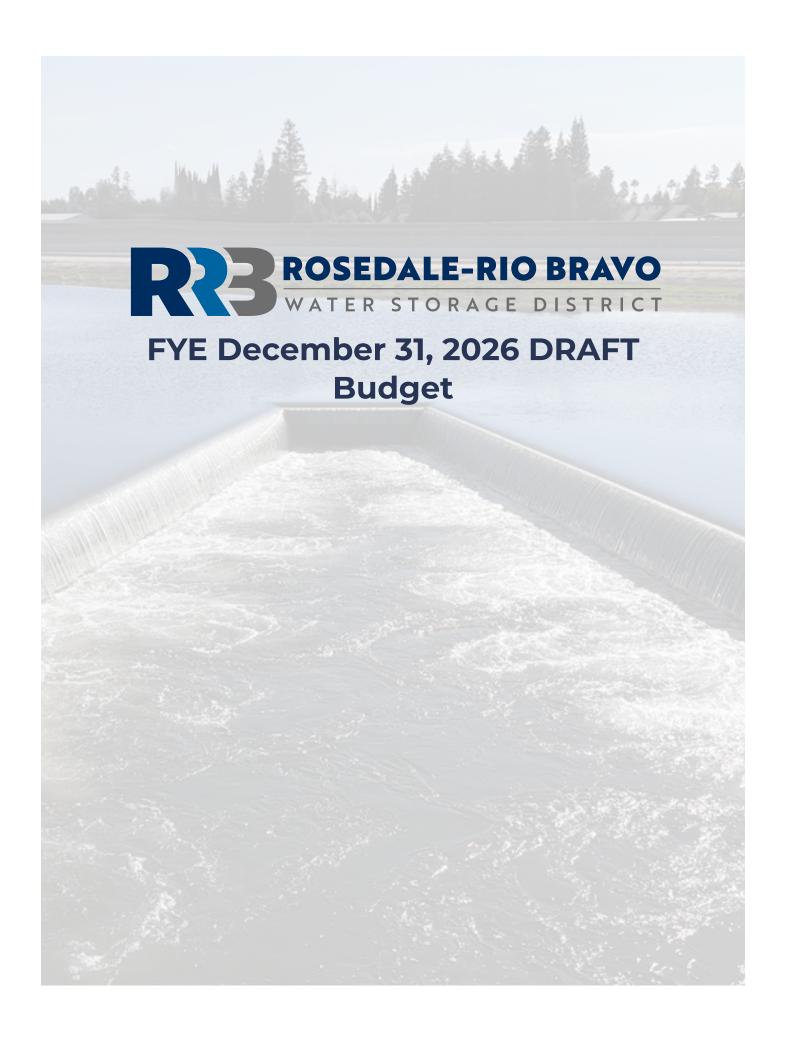
### **Major assumptions include:**

- Updated SWP expenses based on KCWA schedule.
- Continued participation in the DCP through design phase, with construction financing beginning 2035 under a reduced participation of 20%.
- Kern Fan Project Phase 1 capital, operations, and feasibility study for Alt. 5.
- Completion of McCaslin North, Superior Weir Gates, SCADA, and other infrastructure improvements.
- Office/shop security upgrades, septic repairs, and Onyx facility improvements.
- Planned equipment replacement (trucks, backhoes, UTV, dump truck, tractor implements).
- Land purchases and water acquisitions of \$1 million annually beginning 2026.
- Addition of one Field Staff I position with associated salary and benefits.

### **Variance from Preliminary Projection**

The May 2025 preliminary 10-year projection estimated a 2035 ending fund balance of \$16 million. The current projection shows \$27 million, an \$11 million increase primarily due to DCP Participation decrease to 20% along with the reduction in Sites Project participation, reduction in CVC and Pioneer project budgets and reduction in environmental costs that have been reclassified.

**Recommendation:** The Board adopt the proposed fiscal year 2026 budget as provided.





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RRBWSD Fund	

### Introduction

The Rosedale-Rio Bravo Water Storage District was formed in 1959 by landowners for the purpose of construction and operation of a groundwater recharge project. Historically, surface water from the Kern River overflowed into the Goose Lake Channel, which traverses Rosedale, on average of once every three years. Landowners were aware that these Kern River flows had a beneficial effect on water levels because of the significant increase in ground water levels after such events.

Rosedale encompasses approximately 44,000 acres of lands, of which approximately 27,500 are in irrigated agriculture, with an additional 7,500 acres developed in residential, commercial, and industrial.

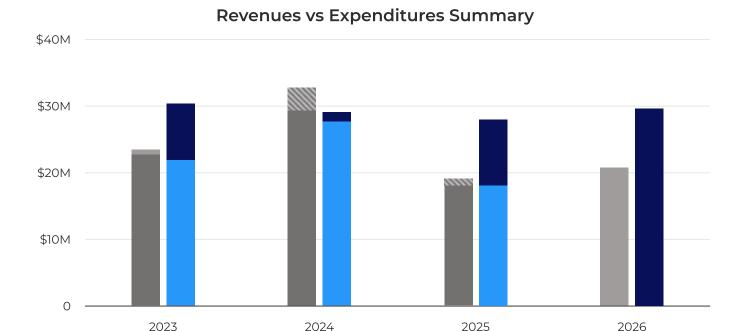
Unlike many other water districts in Kern County, Rosedale makes very few direct deliveries to customers. Nearly all of Rosedale's water supplies are recharged into the groundwater aquifer. By replenishing the aquifer, Rosedale can keep water levels high and reduce the pumping costs for recovery of the water. Rosedale is fortunate to overlie a unique geology that provides for the recharge and storage of high-quality water.

### **Executive Summary**

The Calendar Year 2026 Budget reflects the District's continued commitment to sound financial management, operational excellence, and long-term sustainability. Developed on an accrual basis consistent with Generally Accepted Accounting Principles (GAAP), the annual budget is reviewed by the Finance Committee and adopted by the Board during the third quarter of the preceding year. It balances current service needs with strategic investments in infrastructure, technology, and workforce development to ensure reliable, high-quality water supply. The District remains fiscally strong with reserves maintained within policy targets, positioning it to respond effectively to future challenges while upholding transparency and accountability to its ratepayers and community.

### RRBWSD Fund

### Summary



### Comprehensive Fund Summary

The District's total revenues for Fiscal Year 2026 are budgeted at \$20.69 million, representing a 15.15% increase compared to the FY 2025 Final Budget. The growth is primarily driven by increases in water charge revenues, reimbursements, and continued steady performance in assessments. The District's total expenditures for Fiscal Year 2026 are budgeted at \$29.52 million, representing a 5.97% increase compared to the FY 2025 Final Budget. The increase is primarily driven by higher water purchase costs, pumping operations, and planned capital investments, offset by reductions in professional services and delays in Kern Fan Project capital investment.

Revenue Surplus

Expenditures Budgeted

Revenue Budgeted

### **Comprehensive Fund Summary**

Revenue Actual

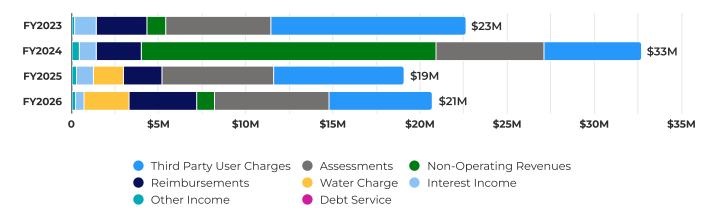
Expenditures Actual

Category	FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted
Beginning Fund Balance	\$35,511,095.31	\$35,511,095.31	\$36,606,367.81
Revenues			
Water Charge	\$1,824,000.00	\$1,757,464.85	\$2,610,000.00
Assessments	\$6,067,651.60	\$6,360,935.00	\$6,537,527.00
Third Party User Charges	\$5,760,000.00	\$7,500,000.00	\$5,932,800.00
Reimbursements	\$2,762,960.00	\$2,170,000.00	\$3,870,000.00
Other Income	\$125,000.00	\$307,000.00	\$217,000.00

Category	FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted
Non-Operating Revenues	\$1,026,500.00	\$21,000.00	\$1,020,000.00
Interest Income	\$400,000.00	\$950,000.00	\$500,000.00
Total Revenues	\$17,966,111.60	\$19,066,399.85	\$20,687,327.00
Expenditures			
Salaries and Wages	\$1,721,692.00	\$1,601,000.00	\$1,802,776.60
Benefits	\$430,000.00	\$439,000.00	\$487,500.00
Administration	\$360,540.23	\$527,241.00	\$565,362.26
Water Purchases and Fees	\$7,544,400.00	\$6,023,143.00	\$8,874,400.00
Operations - Pumping Costs	\$3,200,000.00	\$1,575,000.00	\$4,550,000.00
Operations	\$2,195,408.00	\$860,500.00	\$1,887,000.00
Professional Services	\$1,380,000.00	\$803,000.00	\$961,000.00
Maintenance	\$194,000.00	\$135,000.00	\$165,000.00
Utilities	\$34,000.00	\$34,000.00	\$35,000.00
Non-Operating Expense	\$6,854,000.00	\$2,031,000.00	\$6,254,700.00
Debt Service	\$3,943,798.63	\$3,943,798.63	\$3,939,565.00
Total Expenditures	\$27,857,838.86	\$17,972,682.63	\$29,522,303.86
Total Revenues Less Expenditures	-\$9,891,727.26	\$1,093,717.22	-\$8,834,976.86
Ending Fund Balance	\$25,619,368.05	\$36,604,812.53	\$27,771,390.95

### Revenues by Revenue Source

### Historical Revenue by Revenue Source



### FY26 Revenues by Revenue Source



Assessments	\$6,537,527	31.60%
Third Party User Charges	\$5,932,800	28.68%
Reimbursements	\$3,870,000	18.71%
Water Charge	\$2,610,000	12.62%
Non-Operating Revenues	\$1,020,000	4.93%
Interest Income	\$500,000	2.42%
Other Income	\$217,000	1.05%

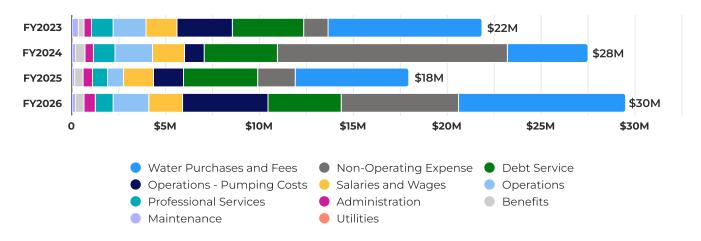
### **Revenues by Revenue Source**

Category	FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted	Final vs. FY 2026 Budgeted (% Change)
Water Charge	\$1,824,000.00	\$1,757,464.85	\$2,610,000.00	43.09%
40500 - Water Charge	\$1,824,000.00	\$1,757,464.85	\$2,610,000.00	43.09%
Assessments	\$6,067,651.60	\$6,360,935.00	\$6,537,527.00	7.74%
40000 - Assesments	\$6,041,401.60	\$6,310,935.00	\$6,502,527.00	7.63%
40010 - Prior Year Assesments	\$26,250.00	\$50,000.00	\$35,000.00	33.33%
Third Party User Charges	\$5,760,000.00	\$7,500,000.00	\$5,932,800.00	3.00%
40508 - Groundwater Banking	\$5,760,000.00	\$7,500,000.00	\$5,932,800.00	3.00%
Reimbursements	\$2,762,960.00	\$2,170,000.00	\$3,870,000.00	40.07%
40503 - SW Pumping Reimbursement	\$330,000.00	\$700,000.00	\$600,000.00	81.82%
40506 - Groundwater Mitigation	\$32,960.00	-	-	-100.00%
40507 - O & M Reimbursement	\$150,000.00	\$70,000.00	\$120,000.00	-20.00%
40510 - GW Recovery Reimursement	\$2,100,000.00	\$1,250,000.00	\$3,000,000.00	42.86%
41050 - Resource Management	\$150,000.00	\$150,000.00	\$150,000.00	0.00%
Other Income	\$125,000.00	\$307,000.00	\$217,000.00	73.60%
40509 - Lease	\$75,000.00	\$67,000.00	\$67,000.00	-10.67%
41001 - Refunds and Credits	\$50,000.00	\$240,000.00	\$150,000.00	200.00%
Non-Operating Revenues	\$1,026,500.00	\$21,000.00	\$1,020,000.00	-0.63%
40511 - Non-Reoccuring Water Sale	\$1,000,000.00	-	\$1,000,000.00	0.00%
41000 - Other	\$5,500.00	\$20,000.00	\$10,000.00	81.82%

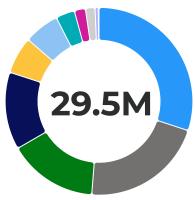
Category	FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted	FY 2025 FY25 Final vs. FY 2026 Budgeted (% Change)
41005 - Income from Sale of Asset	\$20,000.00	-	\$10,000.00	-50.00%
41010 - Grant	\$1,000.00	\$1,000.00	-	-100.00%
Interest Income	\$400,000.00	\$950,000.00	\$500,000.00	25.00%
40600 - Interest	\$400,000.00	\$950,000.00	\$500,000.00	25.00%
Total Revenues	\$17,966,111.60	\$19,066,399.85	\$20,687,327.00	15.15%

### **Expenditures by Expense Object**

### **Historical Expenditures by Expense Object**



### FY26 Expenditures by Expense Object



Water Purchases and Fees	\$8,874,400	30.06%
Non-Operating Expense	\$6,254,700	21.19%
Operations - Pumping Costs	\$4,550,000	15.41%
Debt Service	\$3,939,565	13.34%
Operations	\$1,887,000	6.39%
Salaries and Wages	\$1,802,777	6.11%
Professional Services	\$961,000	3.26%
Administration	\$565,362	1.92%
Benefits	\$487,500	1.65%
Maintenance	\$165,000	0.56%
Utilities	\$35,000	0.12%

### **Expenditures by Expense Object**

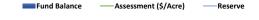
FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted	FY 2025 FY25 Final vs. FY 2026 Budgeted (% Change)
\$1,721,692.00	\$1,601,000.00	\$1,802,776.60	4.71%
\$1,651,692.00	\$1,540,000.00	\$1,734,276.60	5.00%
\$32,000.00	\$32,000.00	\$35,000.00	9.38%
\$38,000.00	\$29,000.00	\$33,500.00	-11.84%
\$430,000.00	\$439,000.00	\$487,500.00	13.37%
\$180,000.00	\$180,000.00	\$213,000.00	18.33%
\$250,000.00	\$259,000.00	\$274,500.00	9.80%
\$360,540.23	\$527,241.00	\$565,362.26	56.81%
\$3,000.00	\$3,200.00	\$3,300.00	10.00%
\$30,000.00	\$115,000.00	\$117,000.00	290.00%
\$8,000.00	\$10,000.00	\$10,000.00	25.00%
\$37,000.00	\$37,000.00	\$38,850.00	5.00%
\$3,000.00	\$3,000.00	\$3,120.00	4.00%
\$2,000.00	\$800.00	\$1,000.00	-50.00%
\$87,059.83	\$86,241.00	\$89,162.26	2.41%
	\$1,721,692.00 \$1,651,692.00 \$32,000.00 \$38,000.00 \$430,000.00 \$180,000.00 \$250,000.00 \$360,540.23 \$3,000.00 \$37,000.00 \$37,000.00 \$2,000.00	\$1,721,692.00 \$1,601,000.00 \$1,651,692.00 \$1,540,000.00 \$32,000.00 \$32,000.00 \$38,000.00 \$29,000.00 \$430,000.00 \$439,000.00 \$180,000.00 \$180,000.00 \$250,000.00 \$259,000.00 \$360,540.23 \$527,241.00 \$3,000.00 \$3,200.00 \$30,000.00 \$115,000.00 \$37,000.00 \$37,000.00 \$3,000.00 \$37,000.00 \$3,000.00 \$3,000.00	\$1,721,692.00 \$1,601,000.00 \$1,802,776.60 \$1,651,692.00 \$1,540,000.00 \$1,734,276.60 \$32,000.00 \$32,000.00 \$35,000.00 \$38,000.00 \$29,000.00 \$33,500.00 \$430,000.00 \$439,000.00 \$487,500.00 \$180,000.00 \$250,000.00 \$259,000.00 \$213,000.00 \$250,000.00 \$259,000.00 \$274,500.00 \$360,540.23 \$527,241.00 \$565,362.26 \$3,000.00 \$3,200.00 \$3,300.00 \$30,000.00 \$115,000.00 \$117,000.00 \$37,000.00 \$37,000.00 \$37,000.00 \$33,000.00 \$37,000.00 \$33,000.00

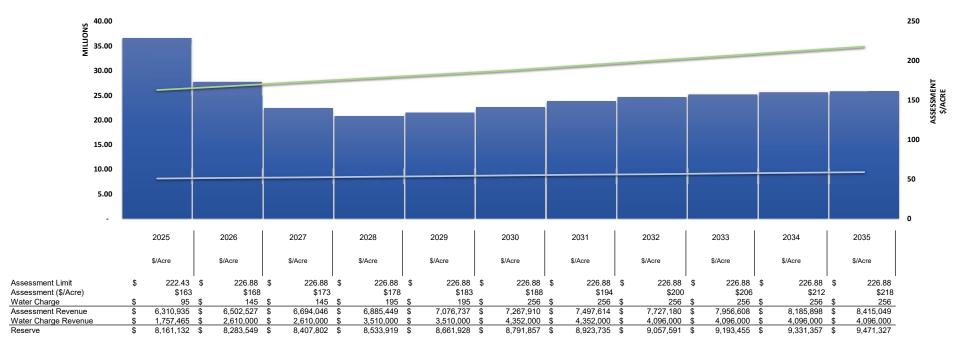
Category	FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted	FY 2025 FY25 Final vs. FY 2026 Budgeted (% Change)
62007 - Directors' Fees	\$33,000.00	\$32,000.00	\$33,000.00	0.00%
62008 - Educational Fees	\$9,000.00	\$7,000.00	\$9,270.00	3.00%
62009 - Postage and Delivery	\$1,500.00	\$1,500.00	\$1,545.00	3.00%
63010 - Insurance	\$90,000.00	\$108,000.00	\$118,800.00	32.00%
63500 - Janitorial	\$9,455.40	\$9,500.00	\$9,800.00	3.64%
65002 - Mileage Reimbursement	\$500.00	\$500.00	\$515.00	3.00%
66011 - Technology Fees & Subscriptions	\$36,000.00	\$95,000.00	\$110,000.00	205.56%
67000 - Travel	\$11,025.00	\$18,500.00	\$20,000.00	81.41%
Water Purchases and Fees	\$7,544,400.00	\$6,023,143.00	\$8,874,400.00	17.63%
61000 - KCWA SWP	\$4,000,000.00	\$3,913,143.00	\$4,150,000.00	3.75%
61001 - City of Bakersfield	\$2,494,400.00	\$1,060,000.00	\$2,494,400.00	0.00%
61050 - Other Water Purchase	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00	100.00%
61401 - Delta Conveyance Project	-	-	\$180,000.00	-
64000 - Water Transaction Fees	\$50,000.00	\$50,000.00	\$50,000.00	0.00%
<b>Operations - Pumping Costs</b>	\$3,200,000.00	\$1,575,000.00	\$4,550,000.00	42.19%
61300 - Surface Water Pumping	\$400,000.00	\$1,500,000.00	\$800,000.00	100.00%
61301 - Groundwater Pumping	\$2,800,000.00	\$75,000.00	\$3,750,000.00	33.93%
Operations	\$2,195,408.00	\$860,500.00	\$1,887,000.00	-14.05%
61350 - Well Mitigation	\$5,000.00	\$5,000.00	\$50,000.00	900.00%
61400 - Third Party Project Operations	\$1,505,408.00	\$161,000.00	\$1,150,000.00	-23.61%
61450 - Regulatory Programs	\$80,000.00	\$135,000.00	\$100,000.00	25.00%
61500 - Equipment Rental	\$75,000.00	\$85,000.00	\$75,000.00	0.00%
61650 - Operating Supplies	\$35,000.00	\$30,000.00	\$30,000.00	-14.29%
61655 - Water Quality Testing	\$30,000.00	\$20,000.00	\$25,000.00	-16.67%
61660 - Property Lease	\$75,000.00	\$72,000.00	\$77,000.00	2.67%
61800 - Fuel	\$100,000.00	\$85,000.00	\$100,000.00	0.00%
65500 - Weed Contol/Chemicals	\$100,000.00	\$92,500.00	\$100,000.00	0.00%
68000 - Property Taxes	\$190,000.00	\$175,000.00	\$180,000.00	-5.26%
Professional Services	\$1,380,000.00	\$803,000.00	\$961,000.00	-30.36%
63000 - Legal Services	\$700,000.00	\$400,000.00	\$500,000.00	-28.57%
63002 - Audit and Accounting Services	\$60,000.00	\$50,000.00	\$41,000.00	-31.67%
63004 - Engineering Services	\$50,000.00	\$25,000.00	\$25,000.00	-50.00%
63005 - Environmental Services	\$200,000.00	\$28,000.00	\$30,000.00	-85.00%
63006 - Hydrogeology Services	\$120,000.00	\$115,000.00	\$115,000.00	-4.17%
63007 - Other Contracted Services	\$250,000.00	\$185,000.00	\$250,000.00	0.00%
Maintenance	\$194,000.00	\$135,000.00	\$165,000.00	-14.95%

Category	FY 2025 FY25 Final	FY 2025 Projected	FY 2026 Budgeted	FY 2025 FY25 Final vs. FY 2026 Budgeted (% Change)
65000 - Auto Maintenance & Repair	\$25,000.00	\$30,000.00	\$30,000.00	20.00%
65001 - Equipment Maintenance & Repair	\$50,000.00	\$25,000.00	\$30,000.00	-40.00%
65100 - Building Maintenance	\$17,000.00	\$35,000.00	\$25,000.00	47.06%
65101 - Water Structure Maintenance	\$30,000.00	-	\$20,000.00	-33.33%
65200 - Booster Pump Maintenance	\$22,000.00	\$5,000.00	\$20,000.00	-9.09%
65201 - Well Maintenance	\$50,000.00	\$40,000.00	\$40,000.00	-20.00%
Utilities	\$34,000.00	\$34,000.00	\$35,000.00	2.94%
66000 - Utilities	\$18,000.00	\$21,000.00	\$20,000.00	11.11%
66001 - Phone / Internet	\$16,000.00	\$13,000.00	\$15,000.00	-6.25%
Non-Operating Expense	\$6,854,000.00	\$2,031,000.00	\$6,254,700.00	-8.74%
70000 - Capital Water Structure	\$1,225,000.00	\$200,000.00	\$1,310,000.00	6.94%
70001 - Capital Building	\$15,000.00	\$75,000.00	\$85,000.00	466.67%
70100 - Capital Booster Pump	\$12,000.00	\$12,000.00	\$12,600.00	5.00%
70101 - Capital Well	\$300,000.00	\$500,000.00	\$750,000.00	150.00%
70200 - Capital Engineering Services	\$125,000.00	\$80,000.00	\$180,000.00	44.00%
70201 - Capital Environmental Services	\$70,000.00	\$130,000.00	\$120,000.00	71.43%
70500 - Capital Auto	\$55,000.00	-	\$70,000.00	27.27%
70501 - Capital Equipment	\$50,000.00	\$32,000.00	\$225,000.00	350.00%
70600 - Capital Office Equipment	\$2,000.00	\$2,000.00	\$2,100.00	5.00%
70700 - Third Party Projects- Capital	\$5,000,000.00	\$1,000,000.00	\$3,500,000.00	-30.00%
Debt Service	\$3,943,798.63	\$3,943,798.63	\$3,939,565.00	-0.11%
88004 - 2020 COP- Debt Service	\$3,934,798.63	\$3,934,798.63	\$3,930,295.00	-0.11%
88100 - COP Administration	\$9,000.00	\$9,000.00	\$9,270.00	3.00%
Total Expenditures	\$27,857,838.86	\$17,972,682.63	\$29,522,303.86	5.97%

Rosedale-Rio Bravo WSD 10 Year Cash Flow Analysis Calendar Years 2026-2035









849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

November 11, 2025

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

Agenda Item: 3e

From: Trent Taylor

Re: Setting the 2026 Water Charge Rate

Discussion:

In an effort to meet the requirements of the Sustainable Groundwater Management Act, the water charge is necessary to fund projects and the acquisition of land and water in order to generally balance the water supply and demand in the District. Staff met with the finance committee on November 10, 2025, to review projected revenues and expenditures as well as the anticipated costs and need for land, water, and project construction in the future.

Recommendation: The Board sets the 2026 Water Charge Rate (to be collected in 2027) at \$145/AF.

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT IN THE MATTER OF

### SETTING THE RATE OF THE WATER CHARGE FOR WATER USE DURING CALENDAR YEAR 2026

### **RESOLUTION NO. 552**

WHEREAS, Rosedale-Rio Bravo Water Storage District ("District") is a California Water Storage District formed and existing under the California Water Storage District Law (Wat. Code, §§ 39000 *et seq.*).

WHEREAS, Water Code § 43006 authorizes the District to "fix tolls or charges for the use of water, including the use of groundwater."

WHEREAS, Water Code § 10730.2 authorizes the District to impose "fees on the extraction of groundwater from the basin to fund costs of groundwater management, including...activities necessary or convenient to implement [its GSP]," which may be "charged on a volumetric basis [and may] increase based on the quantity of groundwater produced annually, the year in which the production of groundwater commenced from a groundwater extraction facility, and impacts to the basin."

WHEREAS, after a protest hearing conducted in 2024 under the requirements of Article 13D, Section 6 of the California Constitution ("Prop 218"), the District has adopted a "Water Charge" with a maximum rate of \$256 per acre-foot used in excess of available supply and has established policies governing implementation of the Water Charge.

WHEREAS, the Water Charge is a volumetric charge for water use on agricultural parcels within the District that is in excess of the amount of available water supplies, which is being imposed in order to equitably distribute the financial burden of "sustainability" (i.e., balance) to those landowners who require more water than the District's project provides, in proportion to their respective overages.

WHEREAS, the Water Charge was included as a potential management action in the District's Groundwater Sustainability Plan (GSP).

WHEREAS, the Water Charge is necessary to fund projects and the acquisition of land and water in order to generally balance the water supply and demand in the District and to meet the requirements of SGMA.

WHEREAS, the District's Board of Directors has considered the District's projected revenues and expenses as well as the anticipated costs and need for land, water, and project construction in the future.

NOW, THEREFORE, IT IS RESOLVED by the Board of Directors ("Board") of the District that:

1. Each of the above recitals is true and correct.

2.	The Water Charge for water use during the 2026 calendar year is hereby set at \$ per-acre foot used in excess of available supply, as determined pursuant to the Water Charge Policy and the Rate Study attached to Resolution No. 536.
3.	The time for paying the 2026 Water Charge will be in or around May 2027, with the exact date fixed by further action of the Board, and delinquencies in payment will be subject to the penalties and interest provided for in section 47182. The District will collect delinquent charges using the procedures set forth in sections 47183 through 47185, or any other procedure lawfully available to the District.
4.	District staff shall implement the "Water Charge Policy" set forth in Exhibit D to Resolution No. 536 (adopted in December 2024), and take such other actions are necessary to effectuate the purposes of this Resolution and the Water Charge Policy.
Directo	esolution No. 552, being on motion of Director, seconded by or, is PASSED, APPROVED AND ADOPTED on this 11th November, 2025, by the following roll call vote:
AYES NOES ABST ABSE	S: CAIN:
	<b>I HEREBY CERTIFY</b> that the foregoing resolution is the resolution of said District y passed and adopted by said Board of Directors on the 11 <sup>th</sup> day of November, 2025.
	WITNESS my hand and seal of the Board of Directors this 11 <sup>th</sup> day of November, 2025.
	ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT
	Board of Directors, President

Attest:

Board of Directors, Secretary



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November 11, 2025

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

Agenda Item: 3f

From: Trent Taylor

Re: Water Charge Update

Discussion:

The District's sustainable groundwater management has been hindered in the short term by hydrology (i.e., recent droughts), and in the long term by regulatory constraints on pumping from the Sacramento-San Joaquin River Delta which has resulted in a decline in available District supplies from the State Water Project. The Water Charge is intended to fund projects and the acquisition of land and water in order to generally balance the water supply and demand in the District and to meet the requirements of the Sustainable Groundwater Management Act (SGMA). Therefore, in November 2023, the Board adopted Resolution 536 adopting the District's Water Charge Policy.

Earlier today, the Board adopted the 2025 Water Charge Rate for the applicable Water Charge Quantity, which is defined as the amount of consumptive-use above the available water supply (Precipitation, Native Yield, Project Water, and Stored Water).

In October 2025, the Board adopted the District's 2024 Operations Report which is a critical component to establishing the 2026 Project Water supply per acre and estimated 2026 available water supply per acre (Project Water, precipitation and native yield). Utilizing the 20-year rolling average, the 2026 Project Water supply will be set at 1.61 acre-feet per acre. A breakdown of the <u>estimated</u> 2026 available water supply per acre is as follows:

2026 Project Water supply	= 1.61 AF per acre
2026 Native Yield supply	= .15 AF per acre
2026 Estimated Average Annual Precipitation	= .42 AF per acre
Estimated 2026 Available Water Supply (AF per acre)	= 2.18 AF per acre

The total actual Available Water Supply for 2026 will not be finalized until the end of the 2026 calendar year to reflect actual precipitation for the year.



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November 11, 2025

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

Agenda Item: 3f.i

From: Trent Taylor

Re: Consideration of Proposal for Water Accounting Platform Upgrade

#### **Discussion:**

Environmental Science Associates (ESA), formerly SITKA, has been the host for the current Water Accounting Platform and has been providing database, data management and technical services to the District since 2019. The Water Accounting Platform is a crucial tool for our landowners, providing water supply information, monthly ET demand metrics, and is a crucial component of the District's Water Charge (a SGMA Project and Management Action). In October, the District was notified that security and maintenance upgrades were required to keep the platform accessible and in working order for the amount of \$24,000. The District had previously delayed these upgrades while ESA was developing a new version of their accounting platform.

Staff requested ESA provide the District a proposal to move from the existing platform to the new version of the platform that they have been developing utilizing DWR grant funds. The new platform will provide the District and its landowners advanced metrics for decision making, upgraded mapping capabilities (including field level demand metrics), forecasting tools and annual statements that can be utilized for the Water Charge. Costs associated with the move to the new platform include an amount not-to-exceed \$24,750 for platform configuration, mapping configuration (District lands and GSA White Lands), as well as training and support. An additional not-to-exceed amount of \$16,000 may be required to develop a billing module that will provide landowners with annual statements and generate invoices related to the Water Charge.

There will be no change to the annual hosting fee, which is included in the District budget.

**Recommendation:** Authorize staff to engage ESA to move the Water Accounting Platform to the new verison, which will include platform and mapping configuration, platform onboarding and training and the development of a billing module for an amount not to exceed \$40,750.



#### MANAGED SERVICES ORDER FORM

Prepared By: John Burns

Quote Expiration Date: December 31, 2025

### **Customer Information**

Billing Contact		
Name:	Markus Nygren	
Agency:	Rosedale-Rio Bravo WSD	
Address:	849 Allen Road	
City:	Bakersfield	
State:	CA	
Zip:	93314	
Telephone:	661.589.6045	
Email:	mnygren@rrbwsd.com	

Administrative Contact (if different)		
Name:		
Agency:		
Address:		
City:		
State:		
Zip:		
Telephone:		
Email:		

### **Basic Terms**

Start Date:	1/1/2026
Initial Term:	12 Months

Billing Frequency:	Monthly
Payment Terms:	NET30

Additional Attachments incorporated into this agreement are:

Attachment 1:	Platform Onboarding SOW	
Attachment 2:	ment 2: Managed Services Terms and Conditions	
Attachment 3:	Not Used	

Any additional terms described in this Order shall apply to products or services ordered in this Order only, unless otherwise specified, and shall supersede any conflicting terms in the Agreement. If there are no terms inserted in the Additional Terms section below, the Agreement is unchanged for this Order.

### **Additional Terms:**

Agreement is for 12 months of application management for the Groundwater Accounting Platform.

Tasks are defined in Attachment 1. Platform hosting fee includes 2 hours/month of ongoing technical support. Additional technical support, feature requests, and enhancements may be provided upon written request on a time-and-materials basis according to Exhibit A to Attachment 1.

### **Services and Fee Schedule**

Application Name	Unit	Unit Price	Quantity	Total
Task 1: Groundwater Accounting Platform hosting	Month	\$1,800	12	\$21,600
Task 2: Platform Onboarding	Not-to-Exceed	\$24,750	1	\$24,750
Task 3: Fee and Usage Statement templates	Not-to-Exceed	\$16,000	1	\$16,000
Task 4: Legacy RRB Tool hosting	Month	\$0	6	\$0
Total (USD):				

### Agreement

This Managed Services Agreement ("Agreement") between Environmental Science Associates, a California corporation ("Provider") and the Customer identified above consists of this Managed Services Order Form and any subsequent Managed Services Order form signed by the Parties ("Order[s]"), the Managed Services Terms and Conditions ("Terms") attached hereto as <a href="Attachment 1">Attachment 1</a>, and any other attachments identified in the Order above, and is effective as of the date on which Customer signs an Order (the "Effective Date"). Provider and Customer are sometimes herein referred to each as a "Party" and together as the "Parties."

By signing below, Customer represents that it has read, understands, and agrees to be bound by this Agreement.

### **Signatures**

Customer	
Name:	Dan Bartell
Title:	General Manager
Date:	
Signature:	

<b>Environmental Science Associates</b>		
Name:	Mike Leech	
Title:	Vice President	
Date:		
Signature:		

#### **Address for Notices**

Rosedale-Rio Bravo WSD 319 E 25th St Bakersfield, CA 68467 Attention: Dan Bartell Environmental Science Associates 1615 SE 3<sup>rd</sup> Ave, Suite 400 Portland, OR 97214 Attention: John Burns

### ATTACHMENT 1

**Platform Onboarding Scope of Work** 

#### GROUNDWATER ACCOUNTING PLATFORM

## Platform Onboarding

#### November 3, 2025

### Background

ESA built and hosts the Rosedale-Rio Bravo WSD (RRB) water accounting tool ("RRB Tool"). The RRB Tool was built for RRB in 2019, and hosting cost were paid by RRB in 2020 through 2022. For the past 3 years, hosting of the Platform has been paid for through the Platform Scaling Project in partnership with the California Water Data Consortium and funded by DWR and US Bureau of Reclamation. The Platform Scaling Project is ending in November 2025 and hosting agreement between ESA and RRB is again required for on-going hosting.

The Platform Scaling Project resulted in a statewide Groundwater Accounting Platform ("Platform") that is available for RRB usage and has similar functionality as the RRB Tool, plus additional features that may now or in the future be useful to RRB. Per RRB request, this scope of work will migrate RRB data and configurations from the RRB Tool to a new geography within the Platform.

This SOW is included as Attachment 1 to ESA's standard Managed Services Order Form, which defines the project budget, terms and conditions, and service level agreement for RRB usage of the Platform.

### Scope of Work

#### Task 1: Application Management and Hosting

This task provides for ongoing hosting and management of the RRB usage of the Platform for calendar year 2026 per the Service Level Agreement included as Attachment 2 to the Managed Services Order Form.

### Task 2: Platform Onboarding

This Task onboards RRB to the Platform, including configuring desired modules and settings to align with the previous RRB Tool and current functionality needs. D

Feature	Level of Effort	Outcomes
Platform Configuration	24 hours	RRB will be configured as a geography in the Platform. Parcels will be classified as District or Whitelands. Water Supply types will be configured, and available water supply will be set for District and Whiteland parcels.
Data and User Migration	50 hours	Data from the RRB Tool will be migrated to the Platform, including Parcels, Water Accounts, Users, and Water Supply / Usage.
Training and Support	8 hours	ESA will provide an Activity Guide with step-by-step instructions for users to transition to the new Platform.
Display Fees on Water Dashboard	8 hours	The Landowner Dashboard will be updated to display water usage fee amount and total fee per account, as is currently done in the RRB Tool.

#### **Assumptions**

- Parcels, Water Accounts, usage and supply data will be migrated for 2024 and 2025
  - Historic data pre-2024 from OpenET can be re-calculated in the Platform directly from OpenET
- The users list will be migrated with the same email address / username / water accounts, but users will be required to set a new password

#### Task 3: Usage and Fee Statements

The Platform will be expanded with a new usage or fee statement tailored to RRB. Usage Statements will be available to download in batch suitable for distribution to landowners and growers. The statements will be configured to show available supply and volume of water used per Water Account and applicable fees.

#### **Assumptions**

- A single Usage / Fee Statement template will be configured for RRB with one round of iteration based on RRB feedback; editable sections of the template will be constrained similarly to the existing template
- Budget assumes RRB Usage / Fee Statement will generally align with the existing template available in the Platform, but populated with RRB water measurements, supply, text, branding, and fee information

#### Task 4: Legacy RRB Tool hosting

ESA will continue to host the legacy RRB Tool through June 30, 2026 at no separate charge to facilitate change management to the statewide Platform.

Upon direction by RRB, ESA will re-direct the existing legacy RRB Tool (<a href="https://waterbudget.rrbwsd.com">https://waterbudget.rrbwsd.com</a>) to point to the new RRB homepage in the Groundwater Accounting Platform (<a href="https://groundwateraccounting.org/rrbwsd">https://groundwateraccounting.org/rrbwsd</a>). RRB staff will be able to continue accessing the legacy tool for QA/QC and internal data processes through June 30, 2026 at a separate URL.

### Budget

Budget for both all tasks is defined in the Managed Services Order Form above.

#### Schedule

- Task 1: Application Management and Hosting will be delivered continually in calendar year 2026.
- Task 2: Platform Onboarding will begin upon execution of this agreement and continue for approximately 2 months.
- Task 3: Usage and Fee Statements will be built after completion of Task 2, targeting Q1 or Q2 of 2026.
- Task 4: ESA will continue to host staff access to the previous RRB Tool under through June 30, 2026 for data comparison and RRB internal usage.

#### **EXHIBIT A**

# Environmental Science Associates & Subsidiaries: 2026 Schedule of Fees

### Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$261	\$288	\$317	\$347	\$379	\$409
Principal Consultant	\$222	\$253	\$282	\$311	\$341	\$370
Managing Consultant	\$205	\$228	\$253	\$277	\$301	\$324
Senior Consultant	\$171	\$189	\$212	\$234	\$257	\$279
Associate Consultant	\$154	\$170	\$184	\$198	\$213	\$228
Consultant	\$116	\$130	\$144	\$160	\$173	\$188
Project Technician	\$86	\$109	\$131	\$150	\$170	\$194

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.
- (d) Fee schedule will escalate by 5% annually

### II. ESA Expenses

#### A. Travel Expenses

- 1. Transportation
  - a. Company vehicle fixed rate + fee for mileage in excess of 100 miles.
  - b. Common carrier or car rental actual expense multiplied by 1.15
  - c. If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.
- 2. Lodging, meals and related travel expenses direct expenses multiplied by 1.15

### ATTACHMENT 2 MANAGED SERVICES TERMS AND CONDITIONS

Provider provides a bundle of application management and support capacity and related IT services ("Services") as described on an Order. Provider will, as part of the Services, host and manage the designated application(s) (collectively the "Application") described in an Order on servers and network infrastructure owned or controlled by Provider.

#### 1. SERVICES.

- 1.1 <u>Services</u>. Provider will: (i) provide all equipment, software and services necessary for hosting, operation, and maintenance of the Application for the lawful benefit of Customer and the individuals authorized by Customer to use the Application or Services ("Authorized Users"); and (ii) provide application management support capacity and related IT services (the "Services") described in an Order. All Orders signed by authorized representatives of Customer and Provider are incorporated by reference herein as if fully set forth and are subject to the terms and conditions of this Agreement.
  - (a) Provider will operate and manage the Application in substantial conformity with the specifications described in any manuals, instructions or other documents or materials that Provider makes available to Customer and which describe the functionality, components, features, or requirements of the Services ("Specifications").
  - (b) Provider will perform and provide the Services in accordance with the performance standards described in the service level agreement attached as Schedule 1.1 ("Service Level Agreement"). The Services will adhere to the support levels described in the Service Level Agreement.
  - (c) Provider will maintain and periodically test comprehensive disaster recovery plans intended to provide for the recovery of Systems (as defined in <u>Section 1.2</u> below) operations within 24 hours from a declared disaster.
- 1.2 <u>Service and System Control</u>. Except as otherwise stated in this Agreement, as between the Parties, Provider will retain sole control over the operation, maintenance, and management of the Services and Provider's Systems. As used in this Agreement, "Systems" means IT infrastructure, including electronic systems and networks, whether operated directly by Provider or through the use of third-party service providers.
- 1.3 <u>Changes</u>. Provider may make any changes to the Services that it deems necessary or useful to: (i) maintain or enhance the Services, subject to the Service Level Agreement; (ii) to comply with applicable law; or (iii) for Mitigation (as defined in Section 10.4 below).
- 1.4 <u>Subcontractors</u>. Provider may, from time to time and in its discretion, engage subcontractors to perform a portion of the Services.
- 1.5 <u>Suspension or Termination of Services</u>. Without limiting Provider's other rights or remedies, Provider may suspend or terminate Customer's or any Authorized User's access to the Application or Services without liability if:
  - (a) Provider receives a legal demand from a court of competent jurisdiction that requires Provider to do so;

- (b) Provider reasonably believes that: (i) Customer or any Authorized User has breached any material term of this Agreement or used the Services beyond the scope of this Agreement; (ii) Customer or any Authorized User is using (or has used) the Services in any fraudulent or unlawful activity; or (iii) this Agreement expires or is terminated; or
- (c) For Mitigation (as defined in Section 10.4 below).

#### 2. SECURITY.

- 2.1 <u>Provider Systems and Security Obligations.</u> Provider will implement, maintain and periodically update as necessary a written information security program, which contains reasonable administrative, technical, and physical controls to secure Customer Data (as defined in <u>Section 6.1</u> below), as appropriate to the nature and scope of Provider's activities and Services.
- 2.2 <u>Breach Notification</u>. Provider will report to Customer any breach of security causing an actual or potential accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data ("**Breach**") that Provider becomes aware of without undue delay following determination by Provider that a Breach has occurred.
- 2.3 Prohibited Data. Customer acknowledges that the Services are not designed with security and access management for Processing (as defined in Section 6.1 below) the following categories of information: (a) Personal Information (except for contact information for Authorized Users); (b) medical or mental health care related records; (c) credit card, bank account, or other sensitive financial account information; (d) data that is classified and or used on the U.S. Munitions list, including software and technical data; (e) articles, services and related technical data designated as defense articles or defense services; (f) ITAR (International Traffic in Arms Regulations) related data; and (g) other specific data and data categories, including unclassified information, restricted or prohibited by any applicable law or regulation (each of the foregoing subsections (a) through (g) are singularly and collectively "Prohibited Data"). Customer shall not and shall not permit any Authorized User or other person or entity to provide any Prohibited Data via the Services. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

#### 3. FEES; PAYMENT TERMS.

- 3.1 Fees. Customer shall pay Provider the fees described in the applicable Order ("Fees").
- 3.2 <u>Fee Increases</u>. Provider may adjust Fees no more than once annually by providing written notice to Customer at least 60 days before becoming effective. Customer may terminate this Agreement upon 30 days' notice to Provider if Customer does not agree to the fee increase.
- 3.3 <u>Taxes</u>. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.
- 3.4 <u>Payment</u>. Customer shall pay all Fees within 30 days after the date of Provider's invoice. If Customer fails to make any undisputed payment when due, then:

- (a) Provider may charge interest on the past due amount at the rate of 1.5% per month, unless such amount exceeds the interest rate permitted under California law, in which case the interest rate shall be the highest rate permitted under California law, and such interest shall accrue from its due date until paid;
- (b) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
- (c) if such failure continues for 10 days following Provider's written notice, Provider may either: (i) suspend performance of the Services until all undisputed past due amounts have been paid or (ii) terminate the Services and this Agreement, in either case, without liability to Customer.
- 3.5 <u>No Deductions or Setoffs</u>. All amounts payable to Provider under this Agreement shall be paid without any setoff or deduction (other than Service Credits which may be issued by Provider under the Service Level Agreement).

#### 4. AUTHORIZATION AND CUSTOMER RESTRICTIONS.

- 4.1 <u>Authorization</u>. Subject to this Agreement's terms and conditions, including Customer's timely payment of the Fees and compliance with this Agreement, Provider authorizes Customer and its Authorized Users to access and use the Services during the Term for Customer's business operations.
- 4.2 <u>Authorization Limitations and Restrictions.</u>
  - (a) Except for Authorized Users, Customer shall not, and shall not permit any other person or entity to, access or use the Services.
  - (b) Unless expressly permitted by Provider or applicable law, Customer shall not:
    - (i) bypass, breach, or disable any security device or protection used by the Application or Service, or access the Application other than by an Authorized User using his or her own valid Access Credentials;
    - (ii) upload or transmit any Harmful Code ("Harmful Code" means information or materials that contain or activate any technology, including viruses or malware, that permits unauthorized access to or impedes the Application, Provider's or Authorized Users' Systems, or those of any third party, or prevents an Authorized User from accessing or using the Application);
    - (iii) remove or alter any intellectual property notices from the Application or Provider Materials (as defined in <u>Section 6.1</u> below); or
    - (iv) access or use the Application or Provider Materials (as defined in <u>Section 6.1</u> below) in any manner that infringes or violates any Intellectual Property Right (as defined in <u>Section 6.1</u> below) or other right of any third party or that violates any applicable law.

- 4.3 <u>Audit Right</u>. Provider may access the account of Customer and any Authorized User to determine compliance with this Agreement. Customer shall cooperate with Provider in conducting such audits and provide reasonable access requested by Provider to relevant records. Provider may examine information directly related to the Customer's use of the Services.
- **5.** <u>CUSTOMER OBLIGATIONS</u>. Without limiting any of Customer's other obligations pursuant to this Agreement, as between the Parties, Customer is solely responsible for:
  - 5.1 All Customer Data (as defined in <u>Section 6.1</u> below), including its content and use, subject to Provider's obligations as described in this Agreement;
  - 5.2 Evaluating the adequacy and results of the Services;
  - 5.3 Establishing and maintaining internal controls, including monitoring ongoing activities;
  - 5.4 All information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services;
  - 5.5 The security and use of Customer's and its Authorized Users' Access Credentials (as defined in Section 6.1 below) and related permissions;
  - 5.6 Compliance with all applicable laws and regulations regarding the use of the Application and Services; and
  - 5.7 Authorized Users' compliance with all terms and conditions in this Agreement.

#### 6. DATA USAGE AND OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS.

- 6.1 <u>Definitions</u>. For purposes of this Agreement, the following definitions apply:
  - (a) "Access Credentials" means the usernames, passwords, email addresses, and other credentials enabling access to Application.
  - (b) "Customer Data" means information, data, forms, and other content that is collected from or generated or uploaded by Customer or any Authorized User. Customer Data includes the Application if and to the extent a separate agreement between the Parties designates Customer as the owner of the Application; however, Customer Data excludes System Data and Feedback.
  - (c) "Feedback" means all suggestions, comments, and other feedback provided by Customer related to its use of the Services.
  - (d) "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, rights of publicity, and other intellectual property rights.
  - (e) "Personal Information" means any information that identifies a specific individual.
  - (f) "Process" means to take action with respect to data, including to collect, store, compile, copy, adapt, disseminate, transmit, and analyze. "Processing" and "Processed" have correlative meanings.

- (g) "Provider Materials" means the Application (unless a separate agreement between the Parties designates Customer as the owner of the Application), software (whether in source code of object code), information, data, documents, and materials, including any deliverables, plans or reports, that are provided or generated by Provider or any subcontractor in connection with the Services, including System Data. Provider Materials also include Feedback, but exclude Customer Data and Third Party Materials.
- (h) "**System Data**" means system administrative data, statistical data, and operational information and data generated by or characterizing Customer's or any Authorized User's use of the Services.
- (i) "Third Party Materials" means software, information, data, documents, and materials relating to the Services that are not owned by Provider or Customer.
- 6.2 <u>Ownership of Customer Data</u>. As between Customer and Provider, Customer will remain the owner of all Customer Data, including related Intellectual Property Rights, subject to the permissions granted in <u>Section 6.3</u>.
- 6.3 Consent to Use Customer Data. Customer hereby irrevocably grants to Provider:
  - (a) the right to Process Customer Data to the extent necessary to provide the Services to Customer and its Authorized Users; and
  - (b) the right to Process Customer Data in such a way that renders it System Data. All System Data is owned exclusively by Provider.
- 6.4 <u>Provider's Intellectual Property Rights</u>. Provider shall at all times be deemed to be the exclusive owner of all Intellectual Property Rights in and to all Provider Materials. Customer hereby assigns to Provider all Intellectual Property Rights in and to the System Data and Feedback. Except for the limited non-exclusive right to use the Services subject to the terms and conditions of this Agreement, nothing in this Agreement grants or licenses to Customer any Intellectual Property Rights in or to the Services, Provider Materials, or Third Party Materials.

#### 7. CONFIDENTIALITY.

- 7.1 <u>Confidential Information</u>. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to <u>Section 7.2</u>, "Confidential Information" means all non-public information, whether communicated orally, in writing, or in any form now known or hereinafter devised, including information consisting of or relating to the Disclosing Party's technology, including the Application, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and Personal Information, in each case whether or not marked, designated or otherwise identified as "confidential," and any copies of any of the foregoing made in any form now known or hereafter devised. All materials exchanged by the Parties which contain Confidential Information shall be presumed to be Confidential Information.
- 7.2 Exclusions. Confidential Information does not include information that the Receiving Party reasonably evidences: (a) was rightfully known by Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement;

- (c) was received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not under any obligation to maintain its confidentiality; or (d) was independently developed by the Receiving Party without reference to or use of any Confidential Information. As used in this Agreement, "Representatives" singularly and collectively means, with respect to a Party, its employees, officers, directors, consultants, subcontractors and legal advisors. Representatives also includes Customer's Authorized Users.
- 7.3 <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
  - (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
  - (b) subject to Section 7.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 7; and (iii) are bound by confidentiality obligations at least as protective as the terms in this Agreement;
  - (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own confidential information and in no event less than a reasonable degree of care; and
  - (d) ensure its Representatives' compliance with, and be responsible for any of its Representatives' non-compliance with, the terms of this <u>Section 7</u>.
- Notification of Disclosure. Each Party shall immediately notify the other Party upon discovery of any unauthorized use or disclosure of Confidential Information, and the Parties shall cooperate in every reasonable way to assist in regaining possession of the Confidential Information and prevent its further unauthorized use or disclosure. If Confidential Information is required to be disclosed pursuant to any court or government action or regulation, the compelled Party shall: (1) promptly notify the other Party of such requirement in order to allow the other Party to assert whatever exclusions, exemptions, or protective measures that may be available to it under such action or regulation, (2) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order, and (3) allow the disclosing Party to participate in the disclosure proceeding.

#### 8. TERM AND TERMINATION.

- 8.1 <u>Term.</u> Unless expressly stated otherwise on the Order, the initial term of this Agreement commences as of the Effective Date on the Order and, unless terminated as described in this Agreement, will continue for 12 months. This Agreement will automatically renew for successive 12-month terms unless either Party gives written notice of non-renewal at least 60 days before the expiration of the then-current term. As used in this Agreement, "**Term**" means the initial term and each renewal term, if any.
- 8.2 <u>Termination</u>. In addition to any express termination right described in this Agreement:
  - (a) Provider may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any undisputed amount within 30 days after being due.

- (b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party:
  - (i) materially breaches this Agreement, and the breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the breaching Party receives notice of the breach:
  - (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
  - (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; or
  - (iv) makes a general assignment for the benefit of its creditors.
- 8.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement:
  - (a) Except for Customer's extraction rights described in <u>Section 8.4</u>, and Provider's rights described in <u>Section 6.3</u>, all rights, licenses, consents and authorizations granted by either Party to the other will immediately terminate;
  - (b) Provider may retain Customer Data: (i) in its backups, archives and disaster recovery systems until Customer Data is deleted in the ordinary course; and (ii) as required by applicable law and permitted as described in <u>Section 6.3</u>. In either case, Customer Data will remain subject to all confidentiality and security requirements of this Agreement;
  - (c) Each Party shall promptly return or destroy (at the Disclosing Party's request), all documents and materials containing, reflecting, incorporating or based on the disclosing Party's Confidential Information, except that Receiving Party may retain in its backups, archives and disaster recovery systems until Confidential Information is deleted in the ordinary course and provided that any such retained information shall remain subject to the confidential obligations under this Agreement;
  - (d) If Customer terminates this Agreement pursuant to <u>Section 8.2(b)</u>, Customer shall pay Fees for Services until the effective date of termination; and
  - (e) If Provider terminates this Agreement pursuant to <u>Section 8.2(a)</u> or <u>Section 8.2(b)</u>, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term shall immediately be due.
- 8.4 <u>Extraction Rights</u>. For a 30-day period after termination or expiration of this Agreement ("Extraction Period"), Customer may access the Application for the sole purpose of extracting Customer Data. Customer is solely responsible for extracting Customer Data during the Extraction Period. Customer's access rights during the Extraction Period are conditioned on Customer's payment in full of all outstanding Fees. After the Extraction Period, Customer Data will be permanently deleted (subject to incidental retention as permitted under <u>Section 8.3(b)</u>).
- 8.5 <u>Surviving Terms</u>. The following provisions and their respective subsections shall survive any expiration or termination of this Agreement: Section 4.2, Section 6.2, Section 6.3, Section 6.4,

Section 7, Section 8.3, Section 8.5, Section 9.3, Section 9.4, Section 10, Section 11, Section 12.1, and Section 13.

#### 9. REPRESENTATIONS AND WARRANTIES.

- Mutual Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing; (b) it has the full right and authority to enter into and perform its obligations under this Agreement; and (c) each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity for which they sign.
- 9.2 <u>Additional Provider Representations</u>. Provider represents that it has the experience, qualifications and personnel to perform the Services in accordance with level of care and skill ordinarily exercised by professionals providing similar services under similar circumstances.
- 9.3 <u>Additional Customer Representations and Warranties</u>. Customer represents and warrants that:
  - (a) it owns or otherwise has (and will have) the necessary rights and consents related to the Application and Customer Data and it shall not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of Provider or any third party or violate any applicable law or regulation, so long as the Application is used and Customer Data is Processed in accordance with this Agreement;
  - (b) it shall not provide any Prohibited Data in connection with this Agreement; and
  - (c) it shall solely use the Services as permitted pursuant to this Agreement's terms and conditions and Provider's written documentation for the Application.
- 9.4 <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS <u>SECTION 9</u>, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY THAT THE SERVICES OR PROVIDER MATERIALS WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION (SUBJECT TO THE SERVICE LEVEL AGREEMENT), ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS."

#### 10. INDEMNIFICATION.

10.1 <u>Provider Indemnification</u>. Subject to the limitations of liability in <u>Section 11.1</u> and <u>Section 11.2</u> Provider shall indemnify and defend Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "Customer Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees ("Losses") incurred by a Customer Indemnitee arising out of or relating to any third-party claim, suit, action or proceeding (each, an "Action") to the extent that such Losses arise from

Provider's gross negligence, recklessness or willful misconduct in providing Services and as proven in a final, non-appealable legal decision by in a court having proper jurisdiction. The foregoing obligation shall not apply to any Action or Losses arising out of or relating to any Customer Data or Third Party Materials.

- 10.2 <u>Customer Indemnification</u>. Customer shall indemnify and defend Provider and its officers, directors, employees, agents, successors and assigns (each a "**Provider Indemnitee**") from and against any and all Losses incurred by a Provider Indemnitee in connection with any Action to the extent that such Losses arise out of any:
  - (a) Customer Data, including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement;
  - (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including Provider's compliance with any directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Provider;
  - (c) breach by Customer of any of its representations, warranties, or obligations under this Agreement of failure to comply with any applicable law or regulation; or
  - (d) gross negligence, recklessness or willful misconduct by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 10.3 <u>Indemnification Procedure</u>. Each Party shall promptly notify the other Party of any Action. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of any Action. The Indemnitee's failure to perform any obligations under this <u>Section 10.3</u> will not relieve the Indemnitor of its indemnity obligations unless Indemnitor can demonstrate that it has been materially prejudiced. Each Indemnitee shall have the right, at its own expense and with counsel of its own choosing, to participate in (but not control) the defense of any Action for which it is entitled to indemnification under this Agreement. The Indemnitor shall not settle any claim, action, suit, or proceeding for which indemnification is sought under this Agreement without the Indemnitee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. In no event shall any such settlement include any admission of liability or fault on the part of the Indemnitee or impose any obligation on the Indemnitee without its prior written consent.
- 10.4 <u>Mitigation</u>. If any of the Services, or Provider Materials are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense to any or all of the following (singularly and collectively, "**Mitigation**"):
  - (a) obtain the right for Customer to continue to use the Services and Provider Materials;
  - (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality; or

(c) by written notice to Customer, terminate or suspend this Agreement, provided that Customer will be entitled to a refund of pro-rata refund of any prepaid fees.

THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND PROVIDER MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY RIGHT, INCLUDING ANY INTELLECTUAL PROPERTY RIGHT.

#### 11. LIMITATIONS OF LIABILITY.

- 11.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (b) IMPAIRMENT, DELAY OR INABILITY TO USE THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS UNDER THE SERVICE LEVEL AGREEMENT, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY UNLESS CAUSED BY THE OTHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AS PROVEN IN A FINAL, NON-APPEALABLE LEGAL DECISION BY IN A COURT HAVING PROPER JURISDICTION, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE.
- 11.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING ANY INDEMNIFICATION OBLIGATION IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE FEES PAID TO PROVIDER OVER THE PRIOR 12 MONTHS IMMEDIATELY PRECEDING THE EVENT CAUSING THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

#### 12. FORCE MAJEURE.

12.1 No Breach or Default. Neither Party shall be liable for any failure or delay in performing its obligations under of this Agreement (except for any payment obligation) for so long as such failure or delay is caused by any circumstances beyond its reasonable control (each, a "Force Majeure Event"), including acts of God, flood, fire, earthquake, explosion, natural disasters, war, terrorism, invasion, hostilities (whether war is declared or not), terrorism or threats thereof, riot or other civil unrest, embargoes or blockades, national or regional emergencies, pandemics (including Covid 19), or other health crises, strikes, labor stoppages or slowdowns, or other industrial disturbances, passage of law or governmental order, rule, regulation, or direction, failures, interruptions, or delays in third-party telecommunications, utilities, internet services, or data storage or processing systems. The affected Party shall provide prompt written notice to the other Party of the occurrence of the Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable. If a Force Majeure Event continues for a

period of thirty (30) consecutive days or more, either Party may terminate this Agreement upon written notice to the other Party without further liability, except for any obligations accrued prior to the effective date of termination.

#### 13. MISCELLANEOUS.

- 13.1 <u>Marketing</u>. Provider may use Customer's logos, trademarks and service marks ("Marks") for the limited purpose of identifying Customer as a customer of Provider on its website and marketing materials. Such use shall be strictly factual in nature and limited to the foregoing. Provider shall not, absent Customer's express prior written consent, state that Customer endorses Provider or its products. Provider shall comply with the Customer's usage guidelines and shall not assert any ownership interest in the Marks.
- 13.2 <u>Relationship of the Parties</u>. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 13.3 Notices. All notices under this Agreement will be in writing and delivered to the addresses in the introductory clause of this Agreement. Each notice will be deemed to have been received by the Party to which it was addressed: (i) when delivered if delivered personally, (ii) when received by the addressee if sent by overnight courier, (iii) on the fifth business day after the date of mailing if sent by certified mail, or (iv) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.
- 13.4 <u>Interpretation</u>. The terms defined throughout this Agreement when initially capitalized shall have the meanings ascribed to them. Headings used throughout this Agreement are for reference purposes only and such headings and terms shall not be held to explain or aid in the interpretation, construction or meaning of this Agreement's provisions. Each Party has been afforded the opportunity to seek the advice of legal counsel with regards to its rights and obligations pursuant to this Agreement and has either sought or refused the advice of such counsel. When used in this Agreement, "**including**" shall be deemed to mean "including, but not limited to," regardless whether such term is initially capitalized and notwithstanding any conflicting provision of this Agreement. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Agreement. All payments required by this Agreement shall be made in United States Dollars. If there is any conflict or inconsistency between the express terms of an Order and these Terms, the terms of the Order shall prevail solely to the extent the Order expressly and specifically identifies (a) the provision(s) of these Terms it is intended to override, and (b) the specific subject matter of such conflict or inconsistency.
- 13.5 Entire Agreement. This Agreement, together with any other documents referenced, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, written or oral, with respect to such subject matter. If there is an inconsistency among this Agreement and any referenced document, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

- 13.6 <u>Assignment</u>. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment, delegation or transfer in violation of this <u>Section 13.6</u> is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- 13.7 <u>No Third-party Beneficiaries</u>. This Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns. This Agreement does not confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.
- 13.8 <u>Amendment and Modification; Waiver.</u> No waiver, amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver of any violation or nonperformance of this Agreement in one instance will be deemed to be a waiver of any subsequent violation or nonperformance.
- 13.9 <u>Severability</u>. If any term or provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 13.10 <u>Disputes</u>. The rights and liabilities of the Parties arising out of or relating to this agreement will be governed exclusively by the laws of the State of California, exclusive of choice of law remedies. Any litigation between the Parties will be conducted exclusively in state or federal courts in California.
- 13.11 Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this Agreement by facsimile, electronic mail as an attached file (e.g., .pdf), or by any other electronic means (e.g., DocuSign, AdobeSign, or similar platform) shall be acceptable to bind the Parties and shall not affect this Agreement's validity.

#### SCHEDULE 1.1: SERVICE LEVEL AGREEMENT

- 1. <u>STANDARD SUPPORT SERVICES</u>. Subject to the terms and conditions of the Agreement, during the Term, Provider will provide its standard customer support services to Customer as described below:
  - 1.1 Scope of Support Services.
    - (a) <u>Self-Service Tools</u>. If available for the Application, Customer and Authorized Users will have access to Provider's self-service support forum.
    - (b) <u>Phone Support</u>. Customer and Authorized Users may contact Provider for telephone support Monday-Friday, 9am–5pm Pacific time, excluding nationally recognized holidays.
    - (c) <u>Email Support</u>. Customer and Authorized Users may initiate support requests via email.
    - (d) <u>Response Time</u>. Provider will make reasonable efforts to respond to inquiries and support requests within 24 hours.

#### 2. <u>SERVICE LEVELS AND CREDITS</u>.

- 2.1 <u>Service Levels</u>. Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the Services Available at least 99.9% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below in Section 2.2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications, if any.
- 2.2 Exceptions. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement. The Services will not be considered un-Available and no Service Level Failure be deemed to occur in the event of any of the following: (a) access to or use of the Services by Customer or any Authorized User that does not strictly comply with this Agreement; (b) Customer's or its Authorized User's impaired Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Provider pursuant to this Agreement; (f) Scheduled Downtime (defined below); or (g) disabling, suspension or termination of the Services pursuant to Section 1.5 of the Terms.
- 2.3 <u>Service Level Failures and Remedies</u>. In the event of a Service Level Failure, Provider shall issue a credit to Customer of a portion of the monthly Fees for the Services due for the Service Period the Service Level Failure occurred (each a "Service Credit"), subject to the following:
  - (a) Provider has no obligation to issue any Service Credit unless (i) Customer reports the Service Failure to Provider within three days after becoming aware of it; and (ii) requests such Service Credit in writing within 15 days of the Service Level Failure; and
  - (b) in no event will a Service Level Credit for any Service Period exceed 30% of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

Any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Service Level Failure occurred, unless the Service Period is the final Service Period of the Agreement, in which case the Provider will issue a refund for the Service Credit amount within 30 days. This Section 2.3 sets forth Provider's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

2.4 <u>Service Credit Calculation</u>. The Service Credit will be calculated as a percentage of the total Services charges for affected Services during the Service Period.

Service Availability	Credit Percentage		
99.90% - 100%	0%		
98.00% - 99.89%	10%		
97.00% - 97.99	20%		
Below 97%	30%		

- 2.5 <u>Scheduled Downtime</u>. Provider will: (a) schedule downtime for routine maintenance of the Services on Wednesdays between the hours of 8 p.m. and 10 p.m., Pacific Time; and (b) give Customer at least 24 hours prior notice of all scheduled outages of the Services ("**Scheduled Downtime**").
- 2.6 Exclusive Remedy and Service Credit Limit. Service Credits specified herein are Customer's sole and exclusive remedy for any failure by Provider to meet service levels or uptime requirements, or for any damages or losses related to unavailability, delay, interruption, or degradation of the Services. In no event shall the total of all Service Credits exceed ten percent (10%) of the Fees paid by Customer in the preceding twelve (12) months.
- 3. <u>DATA BACKUP</u>. The Services utilize commercial backup software and standard industry practices to help ensure that electronic copies of Customer Data exist in more than one geographic location for backup and recovery purposes. Notwithstanding any such practices, the services do not replace the need for Customer to evaluate the need to maintain regular data backups or redundant data archives of their own. Provider has no obligation or liability for any loss, alteration, destruction, damage, corruption or recovery of Customer Data.



# GROWER AND MANAGER IRRIGATION MANAGEMENT TOOL: DAILY ET AND PRECIPITATION – ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT AND GROUNDWATER SUSTAINABILITY AGENCY

**TO:** Rosedale-Rio Bravo Water Storage District and Groundwater Sustainability Agency

FROM: Joel Kimmelshue/Land IQ

Mica Heilmann/Land IQ Casey Gudel/Land IQ Adriana Joosep/Land IQ Kylie Applemun/Land IQ

**DATE:** November 4, 2025

#### INTRODUCTION

Rosedale-Rio Bravo Water Storage District and Groundwater Sustainability Agency (RRBWSD and GSA) has utilized Land IQ for developing a monthly field-by-field estimate of actual evapotranspiration (ET). The work proposed here is to provide growers and the GSA with a daily, field-by-field account of ET and precipitation to aid in irrigation management and water use tracking. This daily result matches the proven results of the 30-day deliverables the GSA is currently receiving.

#### STAFFING RESOURCES AND PROJECT COOPERATORS

Staff expected to work on this project from Land IQ have been involved in various aspects of ET field measurements and modeling, agricultural remote sensing, and regulatory support for the last 4 to 29 years and are listed below. Other appropriately qualified staff may also participate to facilitate completion of any tasks approved by the RRBWSD and GSA as a part of this proposed scope of work.

- Principal In Charge and Principal Agricultural Scientist Joel Kimmelshue, PhD
- Senior Geospatial Developer Xue Gao, MS
- Full Stack Developer Tianyi Sun, MS
- Remote Sensing Analyst Zhehan Tang, PhD
- Biometeorologist Frank Anderson, MS
- Agricultural Scientist Adriana Joosep, BS
- Project Manager/Client Relations Casey Gudel, MS
- Assistant Project Manager/Client Relations Kylie Applemun, BS
- GIS Analyst Justin Sitton, BS
- Support Staff Various as needed

Land IQ also welcomes input and collaboration with RRBWSD and GSA staff and individual growers.

**Scope Confidentiality:** This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.



#### **TASKS**

This scope of work has been developed based on discussions for RRBWSD and GSA. These tasks include:

• Task 1 – Irrigation Management Tool: Daily Field-by-Field ET and Precipitation

Each of these tasks is discussed in detail below and includes schedule, deliverables, and cost.

# TASK 1. IRRIGATION MANAGEMENT TOOL: DAILY FIELD-BY-FIELD ET AND PRECIPITATION

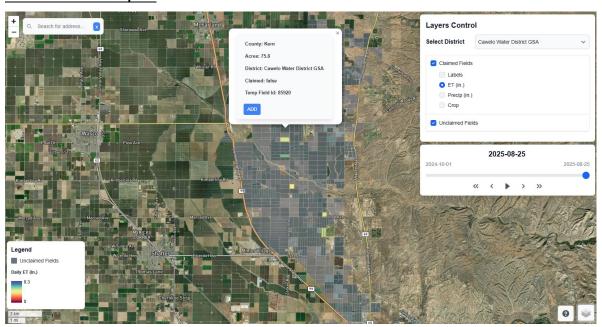
**Scope of Work:** Land IQ has developed a grower-level, field-by-field, daily ET product portal (see visual examples below).

The development of this tool is in response to grower demands to access daily ET and precipitation results, within 1-2 days. This is for the purpose of individual water management decision-making. For consistency, the results of this daily product will be reconciled against and will match the proven results of the 30-day ET results that are currently provided and proposed in this scope of work. The goal is for growers to track their water use on a daily basis in relation to a district-, GSA-, or grower-defined threshold. This will allow the grower to adjust water management decisions during the year on a real time basis to achieve, and hopefully not exceed, this threshold.

There is both a grower portal and a manager/administrative-level portal. Visual examples of both are provided below. The grower only sees the results of his/her fields, while the administrative user-level sees all individual grower fields and is provided with area-wide (e.g., GSA, irrigation or water storage district, or similar entity) summaries of accumulated consumption, precipitation, grower participation, crop type, field-level results, etc.

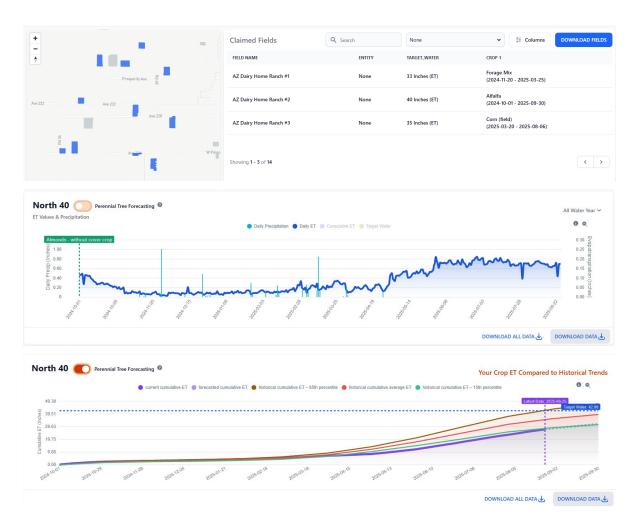
All results are continuously updated and downloadable at any time in Excel format for the use by the individual grower or manager entity.

#### **Grower Portal Examples:**

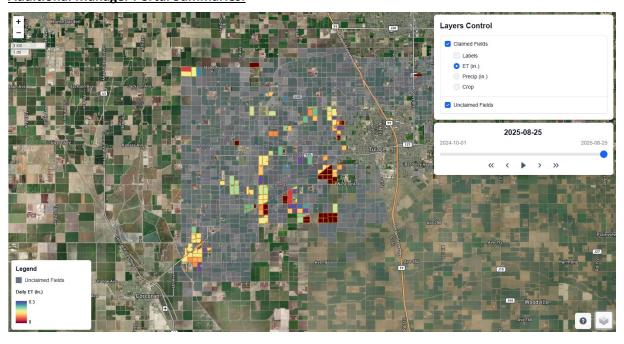


**Scope Confidentiality:** This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.





#### **Additional Manager Portal Summaries:**



**Scope Confidentiality:** This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.







#### **SCHEDULE**

This scope of services is intended to cover a 3-year duration:

Beginning Water Year Date: October 1, 2025 Ending Water Year Date: September 30, 2028

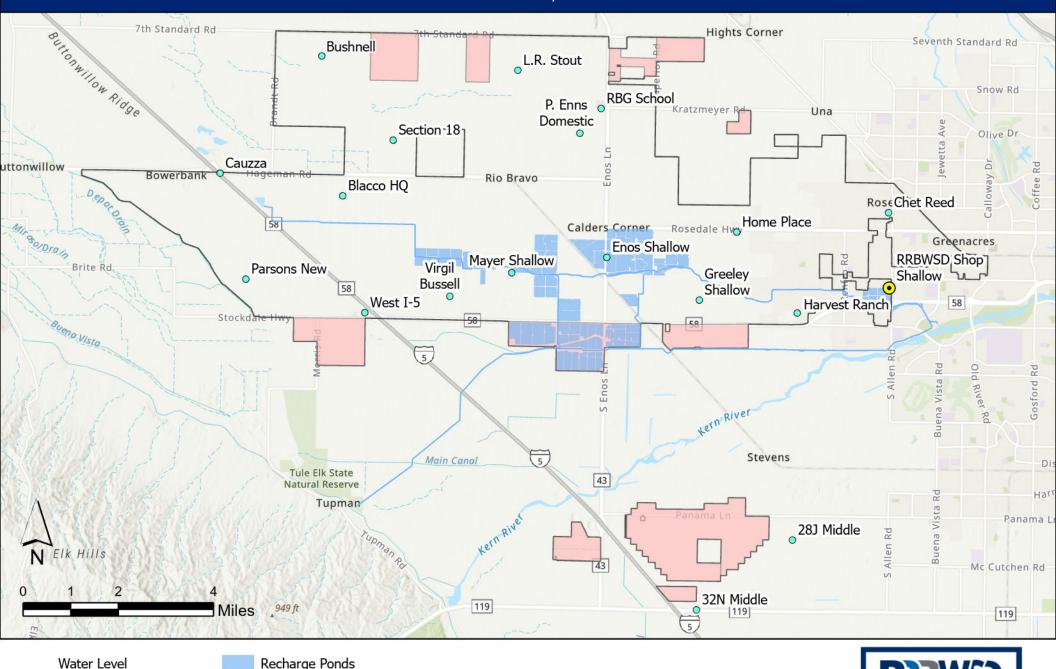
#### **TOTAL COST AND PAYMENT TERMS**

As of 2025 Land IQ mapping, there are approximately 31,268 cropped and/or managed acres across both the RRBWSD and GSA as delineated fields. Please note that because this daily tool is intended to be an irrigation management resource, only cropped and/or actively managed fields are considered. Costs are only associated with those cropped and/or managed acres.

Table 1. Cropped and/or Managed Fields and Associated Cost Estimates.

	Proposed – 3 Years				
RRBWSD and GSA	October 1, 2025 – September 30, 2026	October 1, 2026 – September 30, 2027	October 1, 2027- September 30, 2028		
Analysis Acres	31,268	31,268	31,268		
Cost (\$)/Acre/Year	\$0.55	\$0.57	\$0.59		
Annual Cost	\$17,197.40	\$17,822.76	\$18,448.12		
Monthly Cost	\$1,433.12	\$1,485.23	\$1,537.34		

# Rosedale-Rio Bravo Water Storage District GSA Groundwater Level Monitoring Network Bakersfield, CA



Representative
Monitoring Wells
(RMWs)

Conveyance Facilities

Recharge Ponds
RRBWSD GSA White
Lands
RRBWSD GSA Boundary

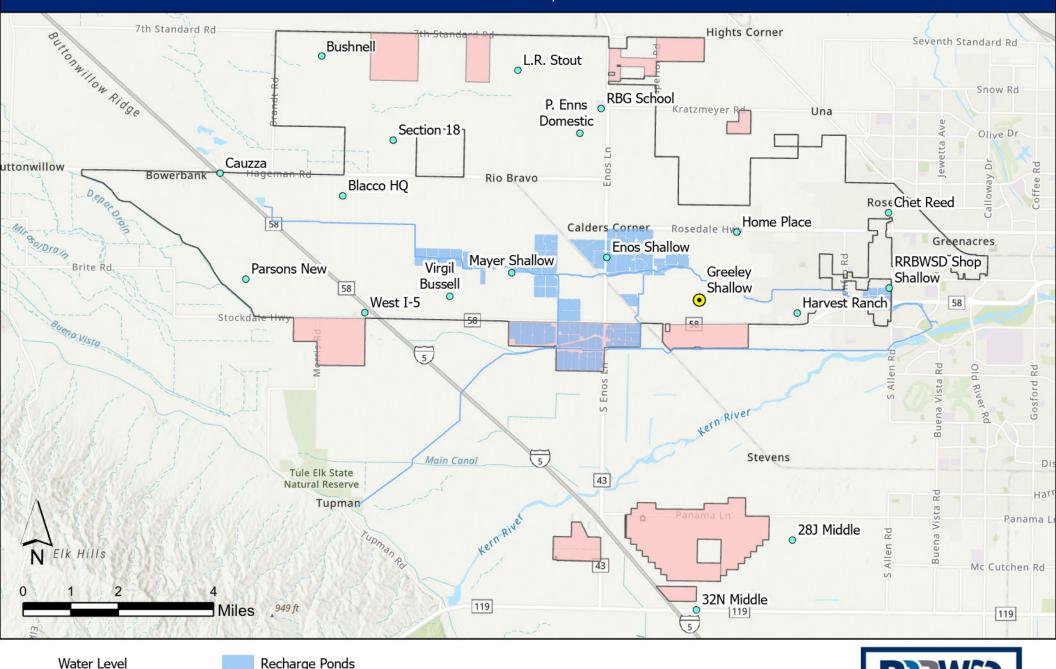




## Rosedale-Rio Bravo Water Storage District - 35H RRBWSD Shop - 353620N1191457W002 Ground Surface Elevation: 359 Water Level Measurable Objective: 116 Minimum Threshold: 71 Groundwater Elevation (ft., msl)

Measurement Date

# Rosedale-Rio Bravo Water Storage District GSA Groundwater Level Monitoring Network Bakersfield, CA



Representative
Monitoring Wells
(RMWs)

Conveyance Facilities

Recharge Ponds

RRBWSD GSA White
Lands

RRBWSD GSA Boundary

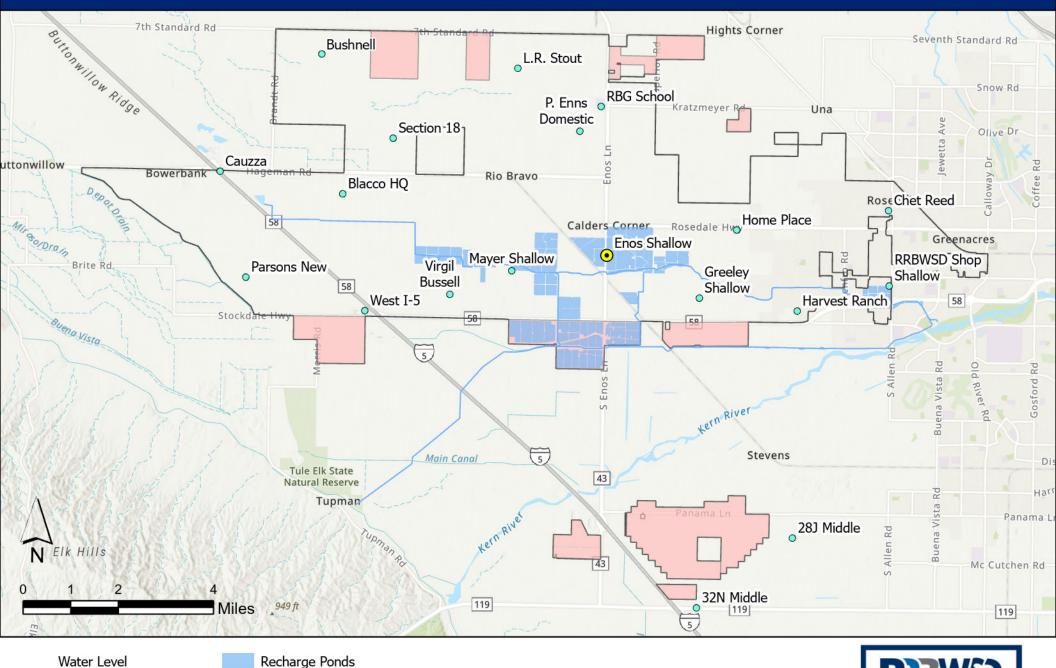




### Rosedale-Rio Bravo Water Storage District - 31H Greeley - 353618N1192169W001 Ground Surface Elevation: 336 Water Level Measurable Objective: 69 Minimum Threshold: 7 Groundwater Elevation (ft., msl)

Measurement Date

# Rosedale-Rio Bravo Water Storage District GSA Groundwater Level Monitoring Network Bakersfield, CA



Representative
Monitoring Wells
(RMWs)

Conveyance Facilities

Recharge Ponds

RRBWSD GSA White
Lands

RRBWSD GSA Boundary

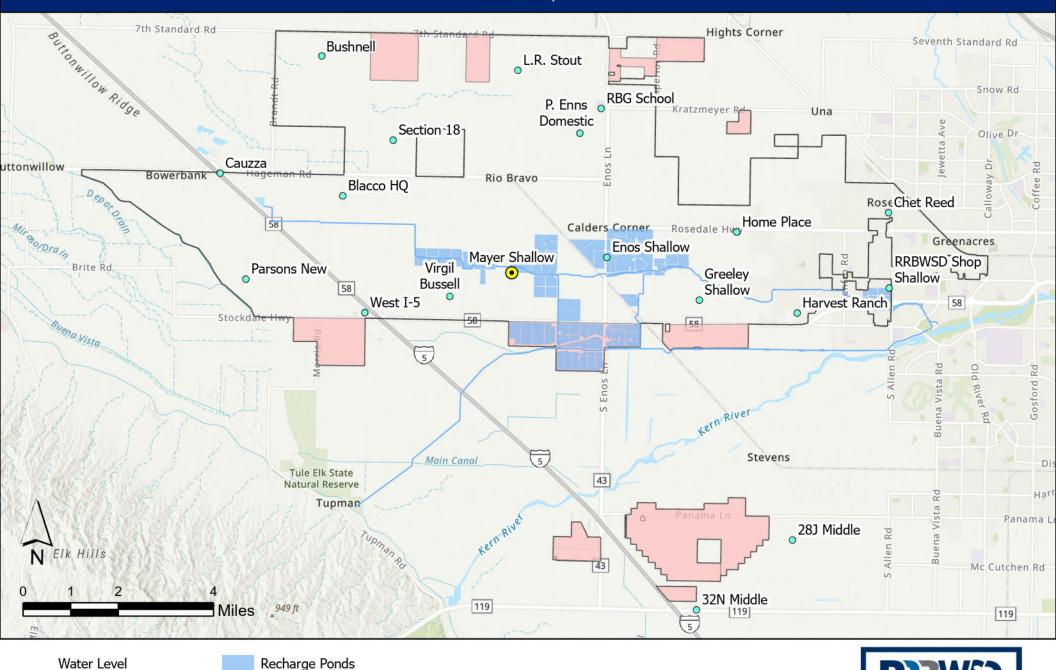




### Rosedale-Rio Bravo Water Storage District - 25M Enos - 353760N1192498W002 Ground Surface Elevation: 324 Water Level Measurable Objective: 77 Minimum Threshold: 31 Groundwater Elevation (ft., msl)

Measurement Date

# Rosedale-Rio Bravo Water Storage District GSA Groundwater Level Monitoring Network Bakersfield, CA



Representative
Monitoring Wells
(RMWs)

Conveyance Facilities

Recharge Ponds

RRBWSD GSA White
Lands

RRBWSD GSA Boundary

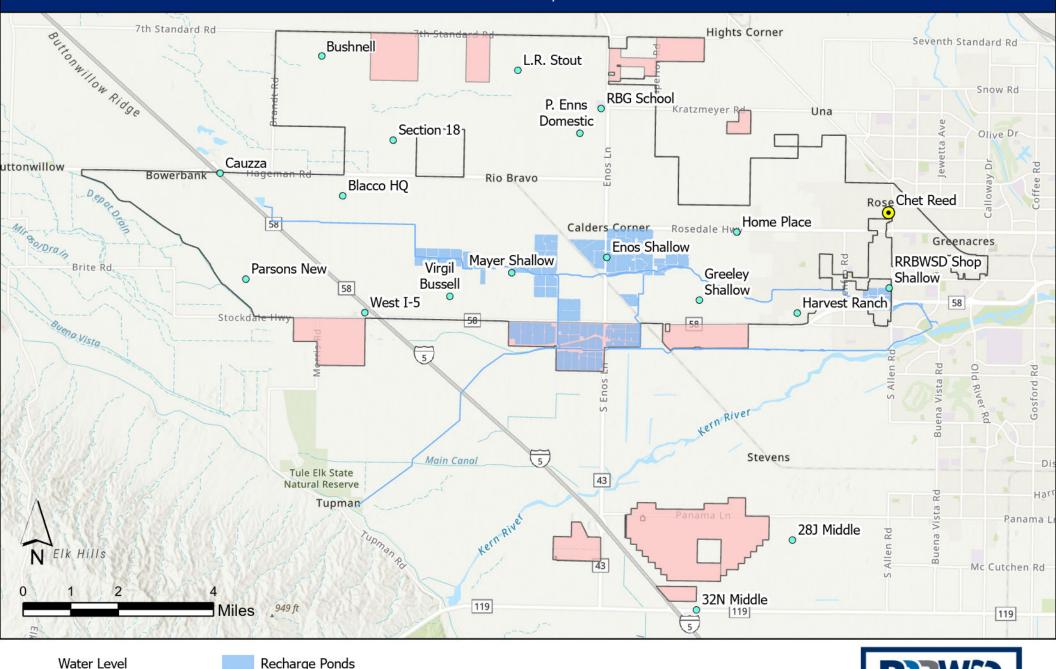




### Rosedale-Rio Bravo Water Storage District - 27N Mayer - 353699N1192856W002 Ground Surface Elevation: 314 Water Level Measurable Objective: 62 Minimum Threshold: 15 Groundwater Elevation (ft., msl)

Measurement Date

# Rosedale-Rio Bravo Water Storage District GSA Groundwater Level Monitoring Network Bakersfield, CA



Representative
Monitoring Wells
(RMWs)

Conveyance Facilities

Recharge Ponds

RRBWSD GSA White
Lands

RRBWSD GSA Boundary

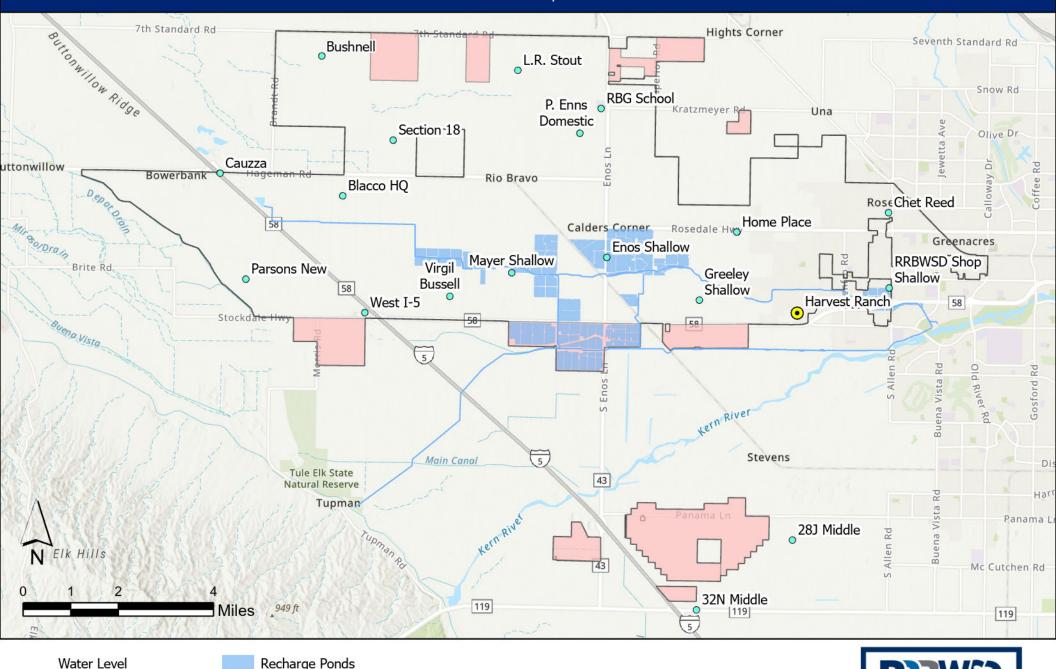




# Rosedale-Rio Bravo Water Storage District - Chet Reed - 353890N1191471W001 Ground Surface Elevation: 357 Water Level Measurable Objective: 158 Minimum Threshold: 113 Groundwater Elevation (ft., msl)

Measurement Date

# Rosedale-Rio Bravo Water Storage District GSA Groundwater Level Monitoring Network Bakersfield, CA



Representative
Monitoring Wells
(RMWs)

Conveyance Facilities

Recharge Ponds

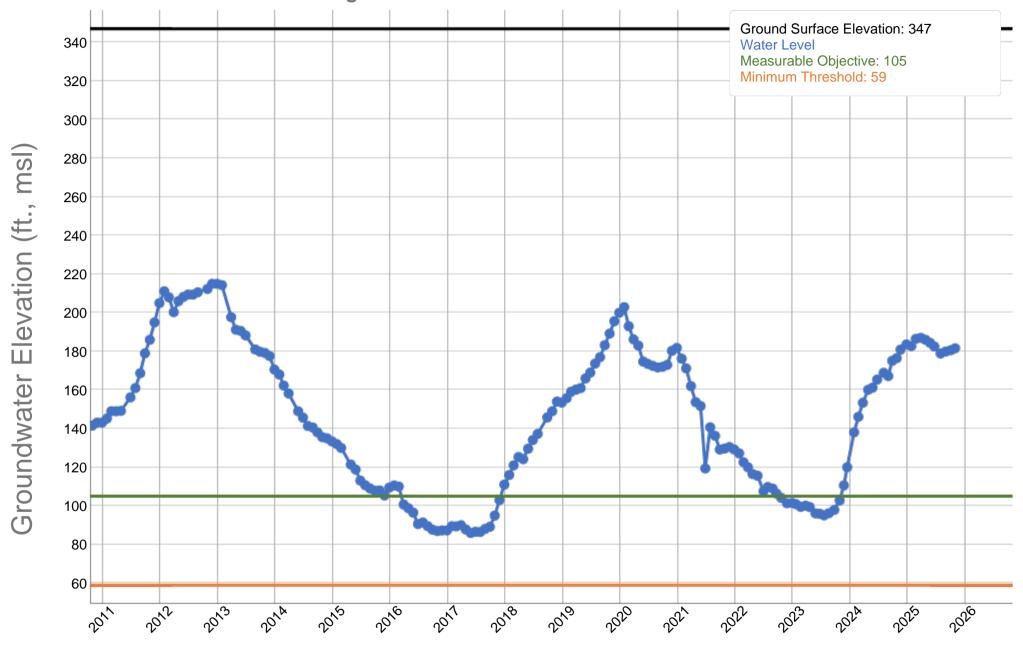
RRBWSD GSA White
Lands

RRBWSD GSA Boundary

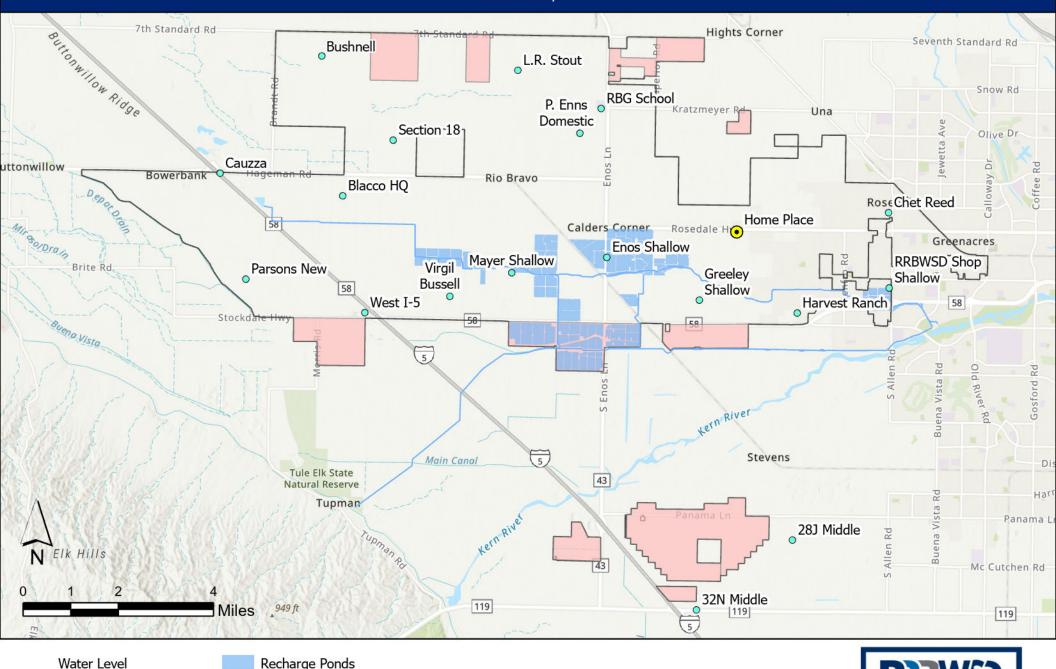




### Rosedale-Rio Bravo Water Storage District - Manon Manor Mutual Water Co - 353634N1191766W001



Measurement Date



Representative
Monitoring Wells
(RMWs)

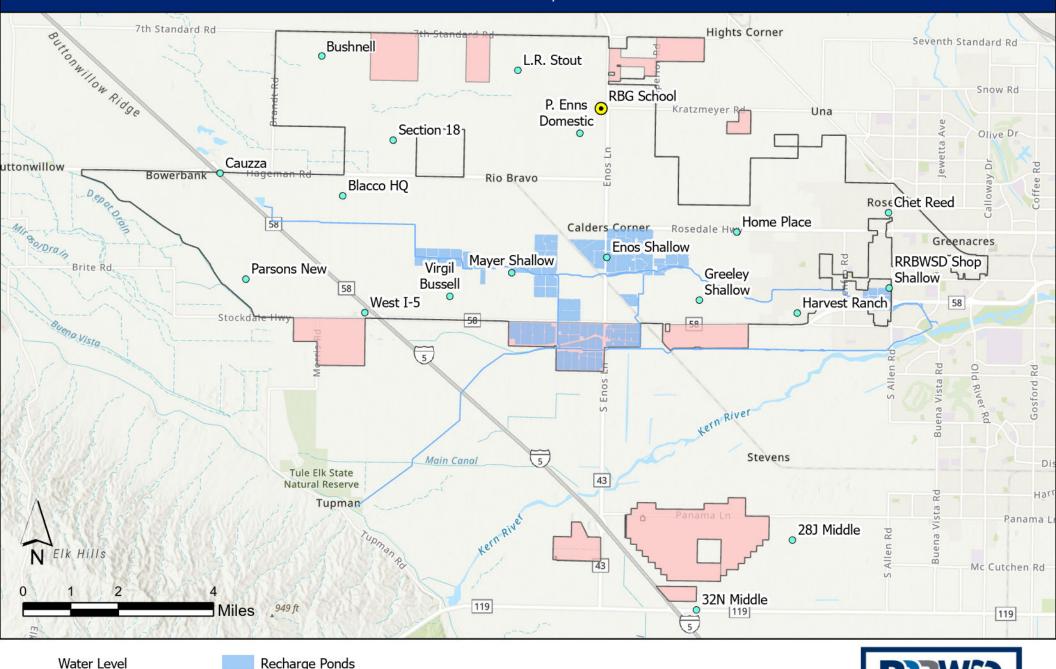
Conveyance Facilities





#### Rosedale-Rio Bravo Water Storage District - Home Place - 353824N1192035W001 Ground Surface Elevation: 345 Water Level Measurable Objective: 109 Minimum Threshold: 64 Groundwater Elevation (ft., msl)

Measurement Date



Representative
Monitoring Wells
(RMWs)

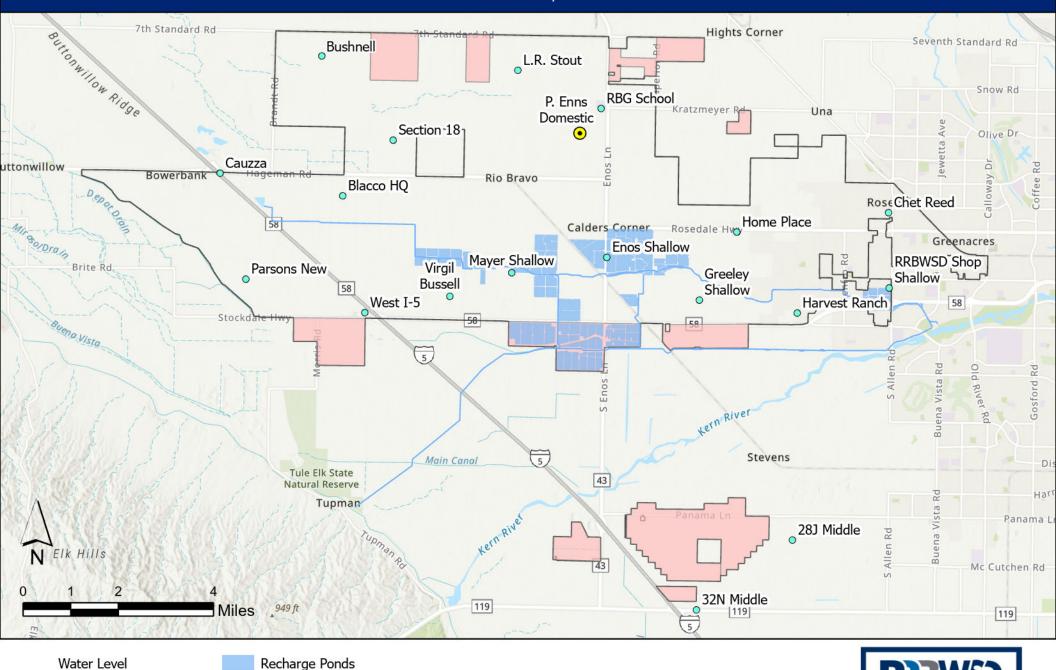
Conveyance Facilities





## Rosedale-Rio Bravo Water Storage District GSA - RBG School - 354197N1192544W001 Ground Surface Elevation: 332 Water Level Measurable Objective: 67 Minimum Threshold: -17 300 Groundwater Elevation (ft., msl) 250 200 150 100 50 0 2012 2020

Measurement Date



Representative
Monitoring Wells
(RMWs)

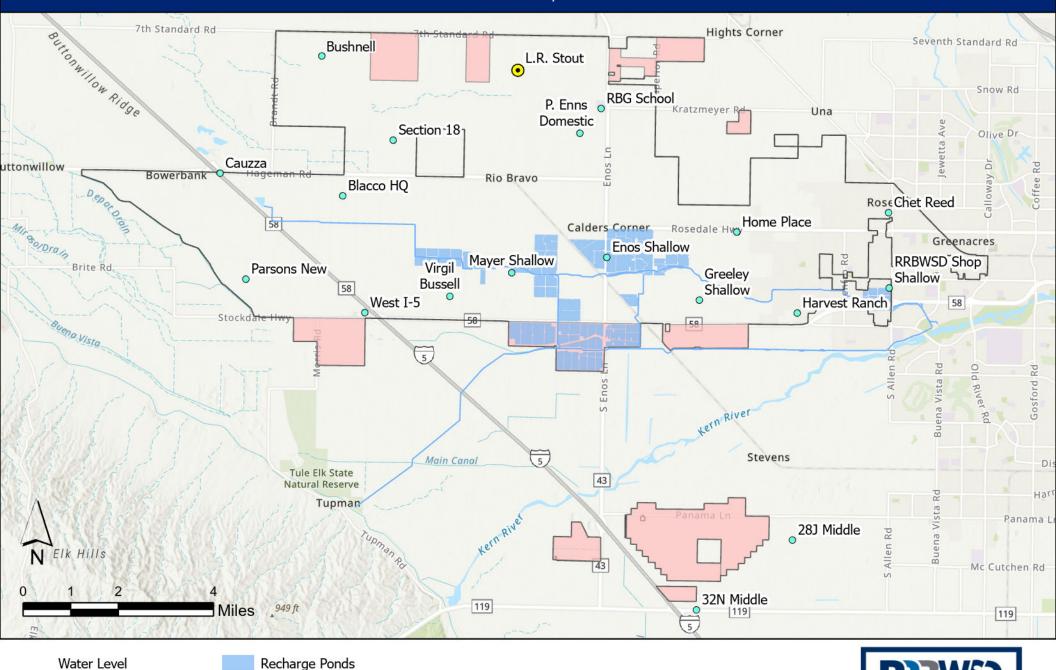
Conveyance Facilities





Rosedale-Rio Bravo Water Storage District - P. Enns Domestic - 354121N1192623W001 Ground Surface Elevation: 328 Water Level Measurable Objective: 68
Minimum Threshold: -16 Groundwater Elevation (ft., msl) -20 

Measurement Date



Representative
 Monitoring Wells
 (RMWs)

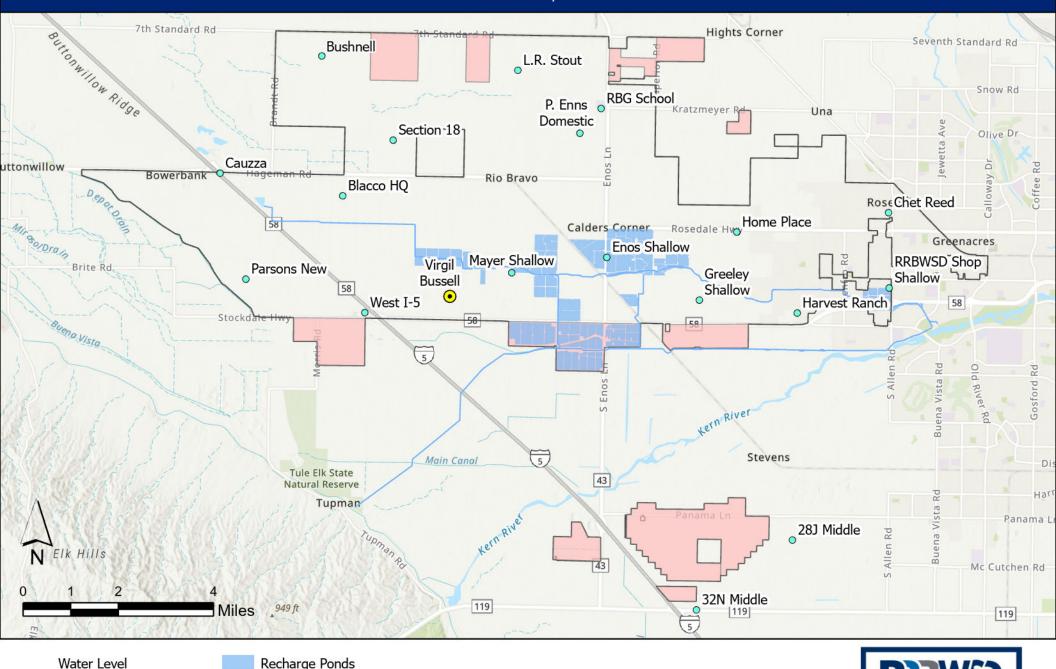
 Conveyance Facilities





Rosedale-Rio Bravo Water Storage District - L.R. Stout - 354309N1192859W001 Ground Surface Elevation: 327 Water Level Measurable Objective: 41 Minimum Threshold: -43 300 250 Groundwater Elevation (ft., msl) 200 150 100 50 0 -50 2012

Measurement Date

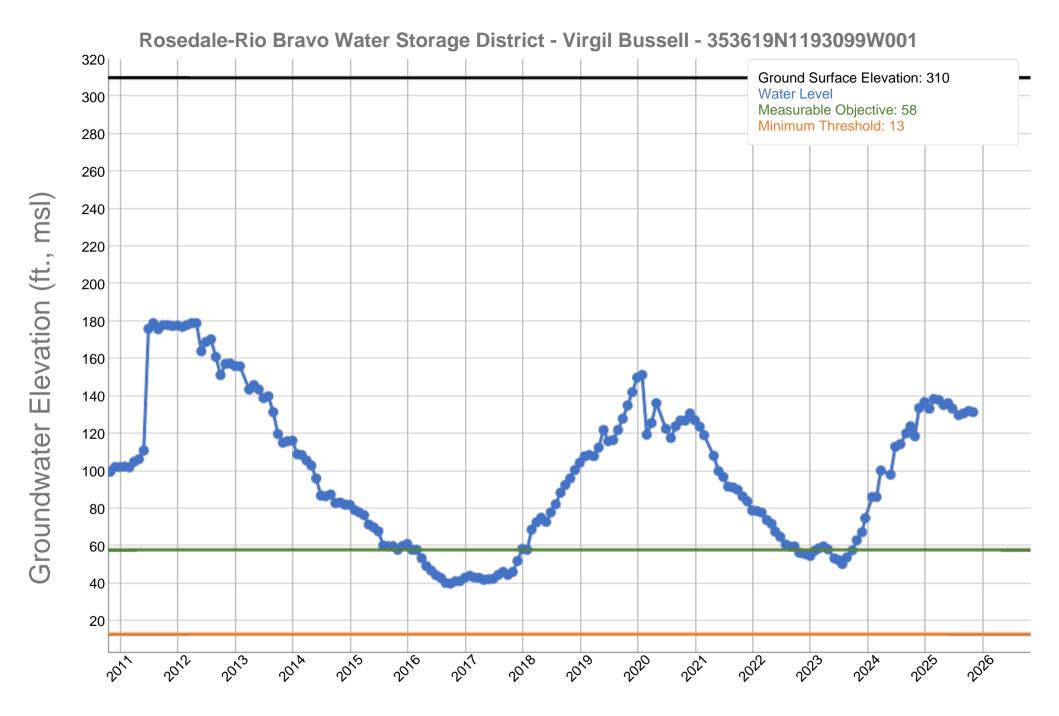


Representative
Monitoring Wells
(RMWs)

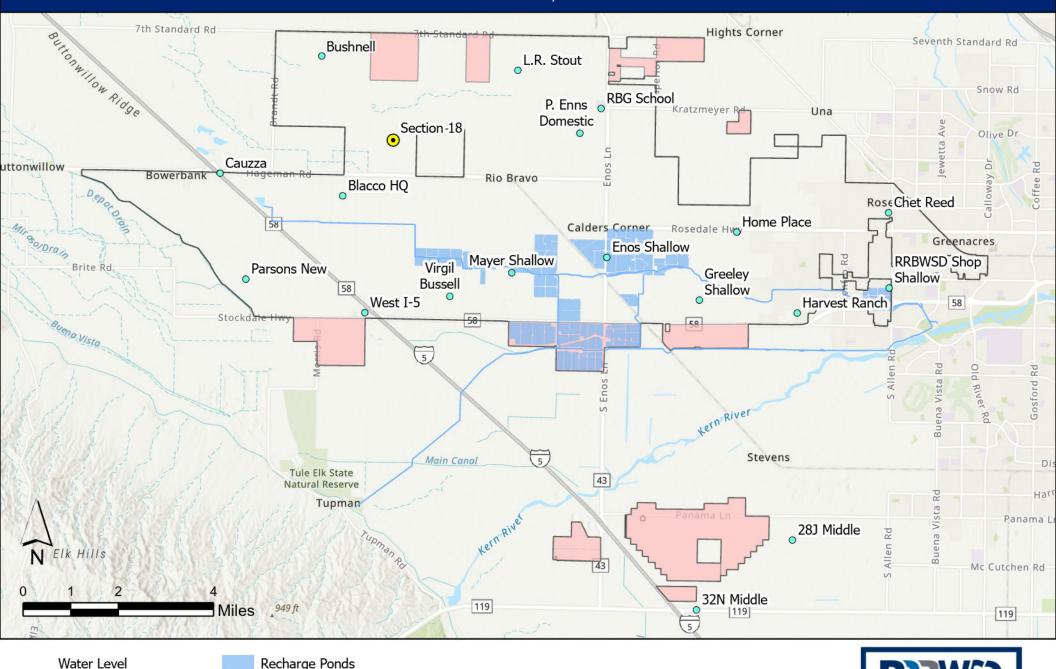
Conveyance Facilities







Measurement Date



Representative
Monitoring Wells
(RMWs)

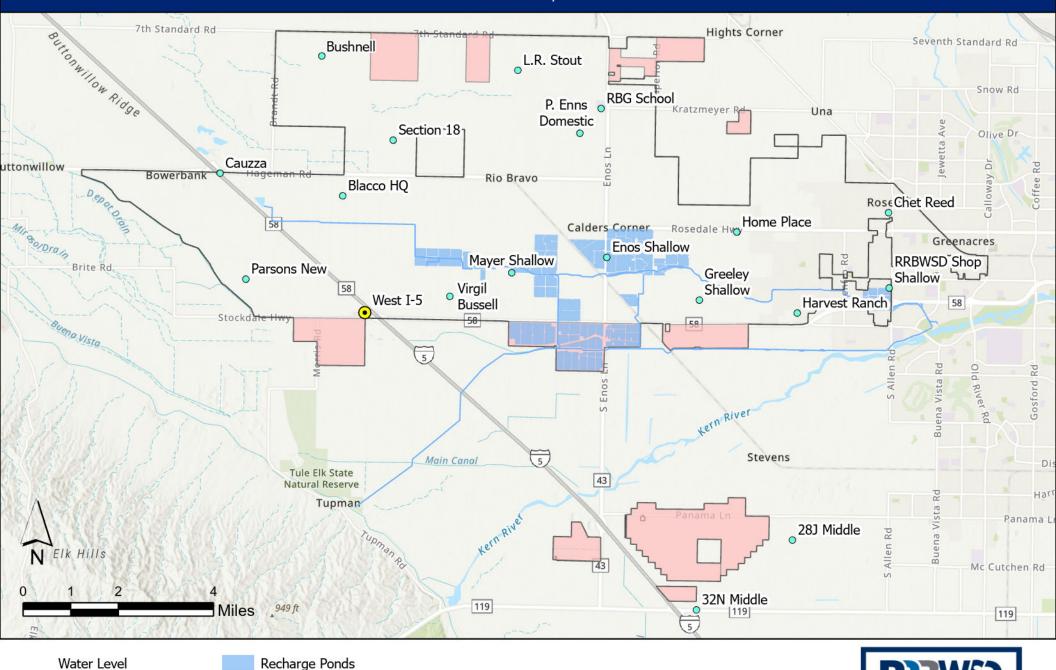
Conveyance Facilities





## Rosedale-Rio Bravo Water Storage District - Section 18 - 354090N1193318W001 Ground Surface Elevation: 304 300 Water Level Measurable Objective: 30 Minimum Threshold: -54 250 Groundwater Elevation (ft., msl) 200 150 100 50 0 -50 2012

Measurement Date



Representative
 Monitoring Wells
 (RMWs)

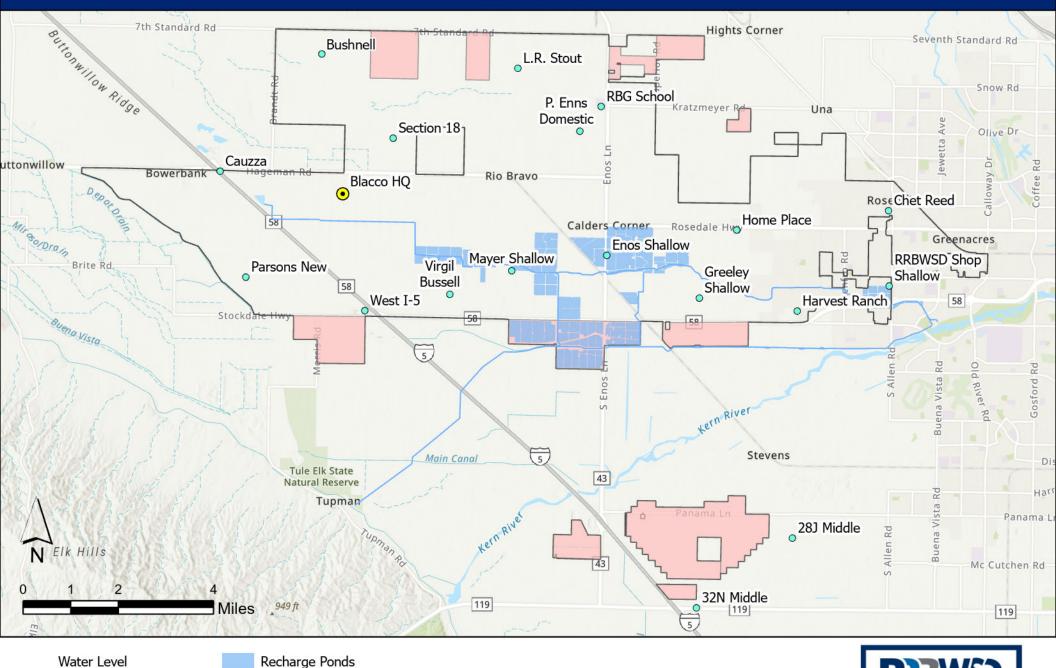
 Conveyance Facilities





#### Rosedale-Rio Bravo Water Storage District - West I-5 - 353564N1193412W001 Ground Surface Elevation: 302 Water Level Measurable Objective: 46 Minimum Threshold: 1 Groundwater Elevation (ft., msl)

Measurement Date



Representative
Monitoring Wells
(RMWs)

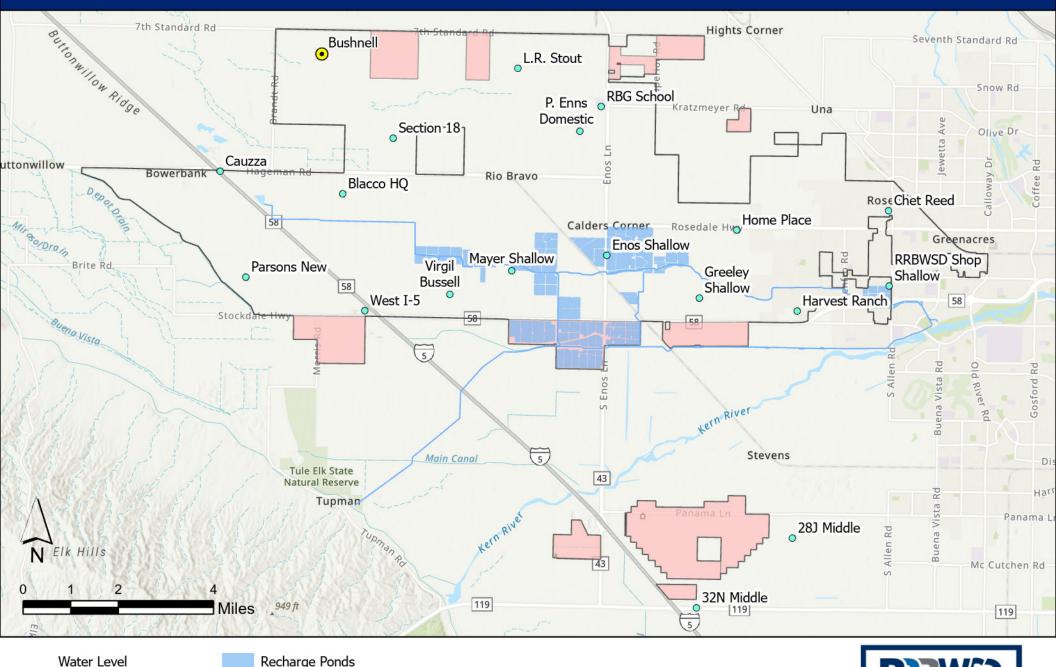
Conveyance Facilities





#### Rosedale-Rio Bravo Water Storage District - Blacco HQ - 353915N1193454W001 Ground Surface Elevation: 295 Water Level Measurable Objective: 47 Minimum Threshold: 2 Groundwater Elevation (ft., msl)

Measurement Date



Representative
Monitoring Wells
(RMWs)

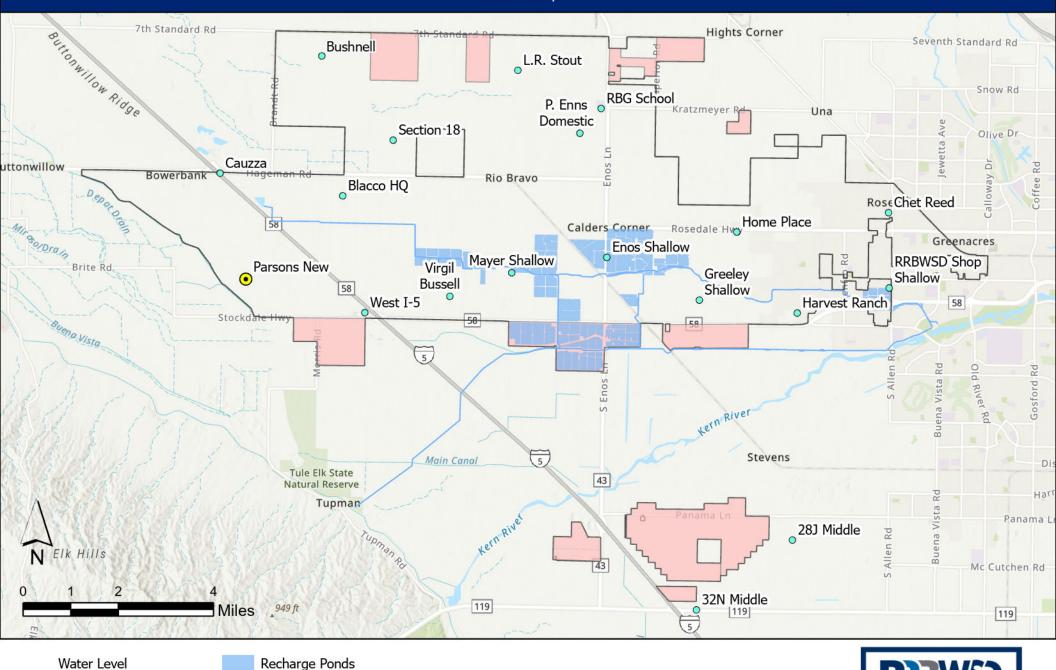
Conveyance Facilities





## Rosedale-Rio Bravo Water Storage District - Bushnell - 354350N1193586W001 300 Ground Surface Elevation: 295 Water Level Measurable Objective: -27 Minimum Threshold: -111 250 Groundwater Elevation (ft., msl) 200 150 100 50 0 -50 -100

Measurement Date



Representative
 Monitoring Wells
 (RMWs)

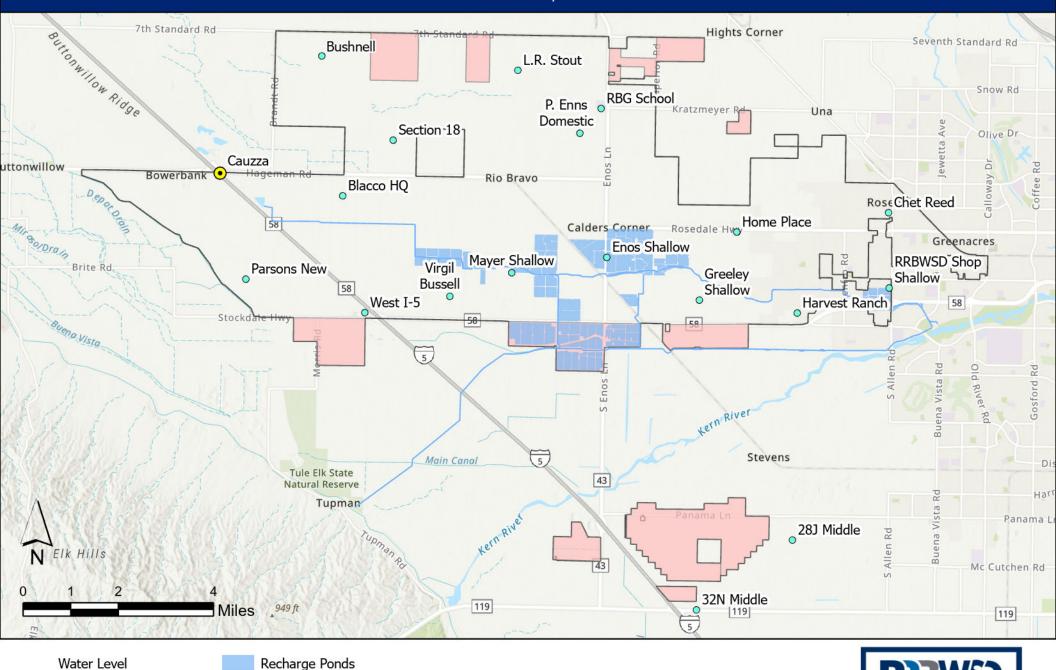
 Conveyance Facilities





#### Rosedale-Rio Bravo Water Storage District - Parsons New - 353660N1193859W001 Ground Surface Elevation: 284 Water Level Measurable Objective: 23 Minimum Threshold: -22 Groundwater Elevation (ft., msl) -20

Measurement Date



Representative
 Monitoring Wells
 (RMWs)

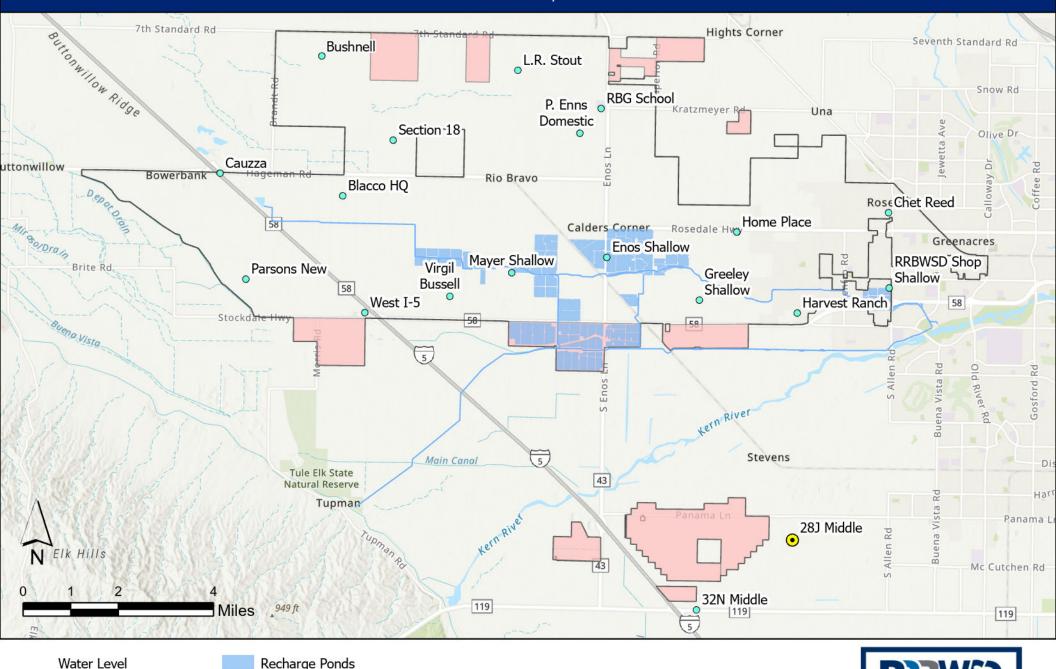
 Conveyance Facilities





#### Rosedale-Rio Bravo Water Storage District - Cauzza - 353986N1193948W001 Ground Surface Elevation: 293 Water Level Measurable Objective: 36 Minimum Threshold: -48 Groundwater Elevation (ft., msl) -20 -40

Measurement Date



Representative
Monitoring Wells
(RMWs)

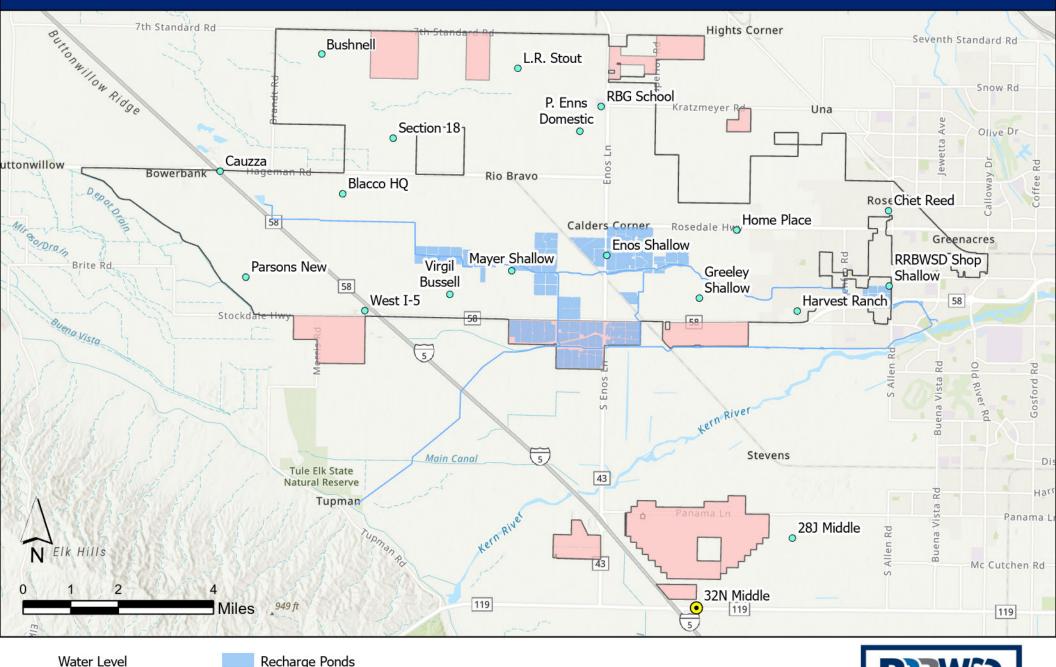
Conveyance Facilities





#### Rosedale-Rio Bravo Water Storage District - 28J Triple - 352889N1191814W001 Ground Surface Elevation: 335 Water Level Measurable Objective: 145 Minimum Threshold: 100 Groundwater Elevation (ft., msl)

Measurement Date

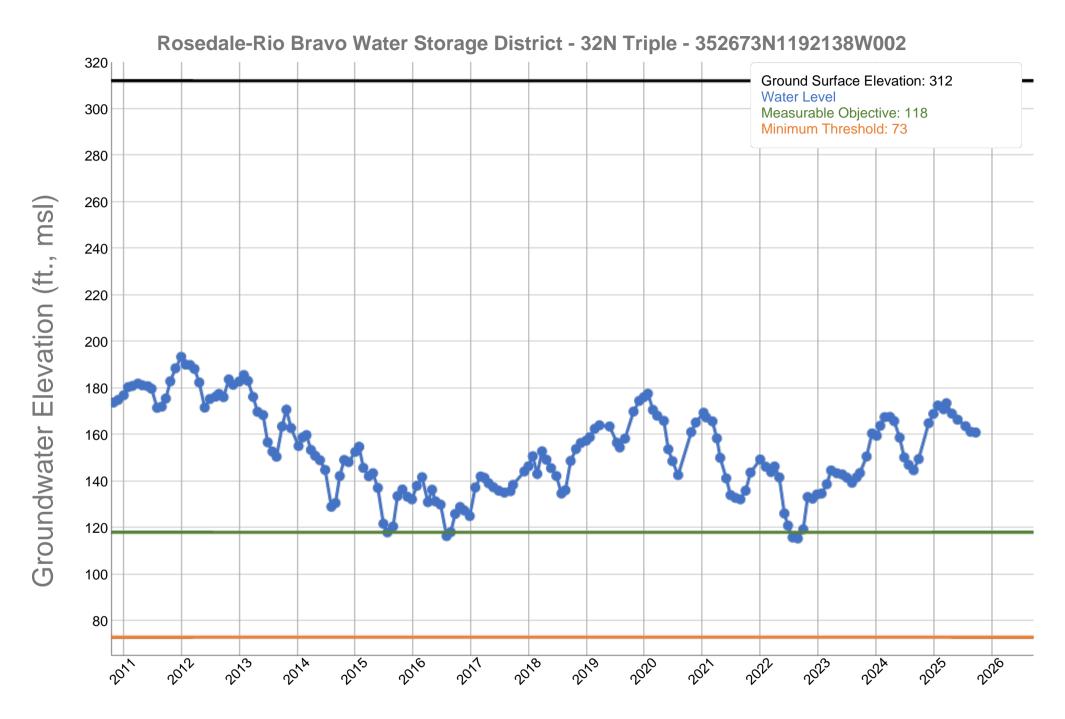


Representative
 Monitoring Wells
 (RMWs)

 Conveyance Facilities







Measurement Date

# ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT DRAFT RECHARGE DELIVERIES

2025

Acre-Feet

<b>Delivery Point</b>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	Total
Kern River Intake	0	0	0	0	0	0	0	0	0	6,754			6,754
RRB Turnout No. 2	0	0	0	0	0	0	0	0	0	634			634
Central Intake	0	0	0	0	0	0	0	0	1,016	686			1,702
RRB Turnout No. 1	0	1,444	0	1,424	571	2,430	3,967	4,650	0	4,318			18,804
North Strand	0	395	0	0	0	0	0	0	0	0			395
South Strand	0	397	0	0	0	0	0	0	0	0			397
Stockdale West	1,978	395	0	0	0	0	0	0	0	0			2,373
RRB Westside In-Lieu	0	0	0	0	0	0	0	0	0	0			0
Grimmway Pilot	0	0	0	0	0	0	0	0	0	0			0
Pioneer Project	0	0	0	0	0	0	0	0	0	0			0
In-Lieu to AEWSD	0	0	0	0	0	2,399	3,410	2,924	1,267	0			10,000
TOTALS >	1,978	2,631	0	1,424	571	4,829	7,377	7,574	2,283	12,392	0	0	41,059

DRAFT - Numbers subject to change.

Notes: Deliveries at RRB-01 off 10/30/2025.

Kern River off 11/10/2025.

Potential for recharge to restart in late-November.

TO: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item 4.c

FROM: Zach Smith

DATE: November 11, 2025

RE: Maintenance Report

#### **Discussion:**

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

- Spray rig active at Stockdale East and channel from Renfro to Nord.
- Skid steer w/mower deck used at Enns Basins & Stockdale West.
- Tractor with rotary mower used to clean South Strand and West Superior.
- Staff cleaned and reshaped channel levees in Strand Ranch.
- Issued two encroachment permits for removal of sand from Wes Selvidge Basin area.



Kern River Basic Contract Water @ Houghton Weir



Pond mowing (before/after) west of Enos Lane.



Looking downstream on the Goose Lake Channel west of Jewetta.

TO: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item 4.d

FROM: Zach Smith

DATE: November 11, 2025

RE: Consideration of 2025-26 Basin Seeding Plan

#### **Discussion:**

District staff is requesting a budget to complete planting of approximately 500 acres of recharge basins from late-2025 to early-2026. The planting project provided good results in 2018, early-2020, and in 2024. Planting competes against tumbleweed growth; the crop's roots reduce natural soil compaction and promote infiltration rates as well as being consistent with agricultural conservation easements.

The basins would be planted in either triticale or rye grain.

#### **Recommendation:**

Staff recommends approving a budget not to exceed \$60,000 towards planting a cover crop in late-2025 or early-2026.



2024 Triticale in Enns Basins

#### ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

#### BOARD POLICY FOR CONVEYANCE OF THIRD-PARTY SUPPLIES THROUGH UNUSED CAPACITY IN CONVEYANCE FACILTIES WITHIN THE DISTRICT BOUNDARIES

#### **WATER YEAR 2026**

The Rosedale-Rio Bravo Water Storage District (District) Board of Directors desires to create a policy governing the terms and conditions under which unused capacity in the District's in-district conveyance facilities may be used by the District's landowners and others (the "Conveyance Policy") to "wheel" water through such facilities. The primary purpose of the Conveyance Policy is to provide opportunities for District landowners and others (individually, a "Third Party," or collectively, "Third Parties") to utilize unused capacity in the District's conveyance facilities that would not have otherwise been available to the Third Parties, while ensuring that such utilization does not harm the District's landowners or its water supplies. The Conveyance Policy does not replace or otherwise affect the District's practice and policy of utilizing all of the District's conveyance facilities on a first priority basis for District purposes. It is the intent of the following list to set forth the material terms and conditions under which the Board will allow staff to coordinate and/or enter into agreements with a Third Party to convey non-district supplies through unused capacity in the District's in-district conveyance facilities.

- 1. The availability of unused capacity shall be determined in the discretion of the District, and the use of such unused capacity by a Third Party shall not interfere with District operations. Notwithstanding the foregoing, the District will use reasonable efforts to convey deliveries for Third Parties, subject to the District's capacity limitations, the possibility of other water supplies available to the District, and commitments of capacity already made by the District, as detailed below. The District's staff shall determine the availability of unused capacity on a case-by-case basis, taking into account:
  - Existing and projected demands by the District, including but not limited to in-lieu demands of District landowners;
  - Availability of water supplies to the District pursuant to its current or future water management programs and commitments;
  - Existing contractual commitments to the capacity of the District's facilities;
  - Operational constraints and requirements;
  - Maintenance schedules and requirements;
  - Water quality considerations;
  - o Environmental requirements; and
  - Any other relevant factors affecting the availability of capacity.

District staff shall not grant a Third Party the right to convey Kern River water within the District's facilities under this Conveyance Policy. The determination that unused capacity exists at a particular time shall not create any right or entitlement to the use of such capacity beyond the specific arrangement approved by the District. The District reserves the right to reevaluate the availability of unused capacity at any time based on changed conditions.

2. The District may interrupt any deliveries made under this Conveyance Policy if it is determined by the District, in its discretion, that such deliveries for a Third Party would impair or impact the District's current or future water management programs and commitments, or reduce the water

supply benefits available to the District from its current or future water management programs or commitments; all such programs and commitments may, in the District's sole discretion, take temporary precedence over any deliveries made hereunder. Notwithstanding the foregoing, District staff will work with Third Parties to accommodate their scheduled use of unused capacity to the greatest extent possible, and the District will endeavor to provide 72 hours' advance notice before interrupting deliveries arranged under this Conveyance Policy.

- A Third Party must have the legal right (independent of the right as a District landowner) to take and use the water supplies that it desires to convey through unused capacity in the District's facilities.
- 4. Any Third-Party water supply shall be of sufficient quality to meet all requirements of the Cross Valley Canal, the Friant-Kern Canal, and/or the California Aqueduct, as appropriate, and shall be of sufficient quality for conveyance in the District's facilities. The decision as to whether the water is of sufficient quality for conveyance and recharge in the District's facilities shall be made in the sole and absolute discretion of the District.
- 5. The Third-Party water supplies delivered to the District will be measured at the point of delivery (i.e., the District's Cross Valley Canal turnouts). Unless otherwise specified in an agreement with the Third Party, any groundwater recharge (i.e., losses) associated with the conveyance in the District's facilities by a Third Party shall be credited 100% to the District.
- 6. The Third Party shall be responsible for all actual costs associated with the acquisition of the water supplies and the transportation of such supplies from the point of origin to the point of delivery to the District's facilities, including but not limited to the actual energy costs for the conveyance of the Third Party's water. The Third Party shall also be responsible for any transaction costs associated with the conveyance of the water to the District's facilities, including but not limited to any transaction fees charged by the Kern County Water Agency or any other agency having jurisdiction over the delivery of the Third Party's water.
- 7. The charges for use of the unused capacity in the District's facilities for Calendar Year 2026 shall be as follows:
  - Conveyance Rate

District Landowner = \$5.00/acre foot
 Non-District Landowner = \$10.00/acre-foot

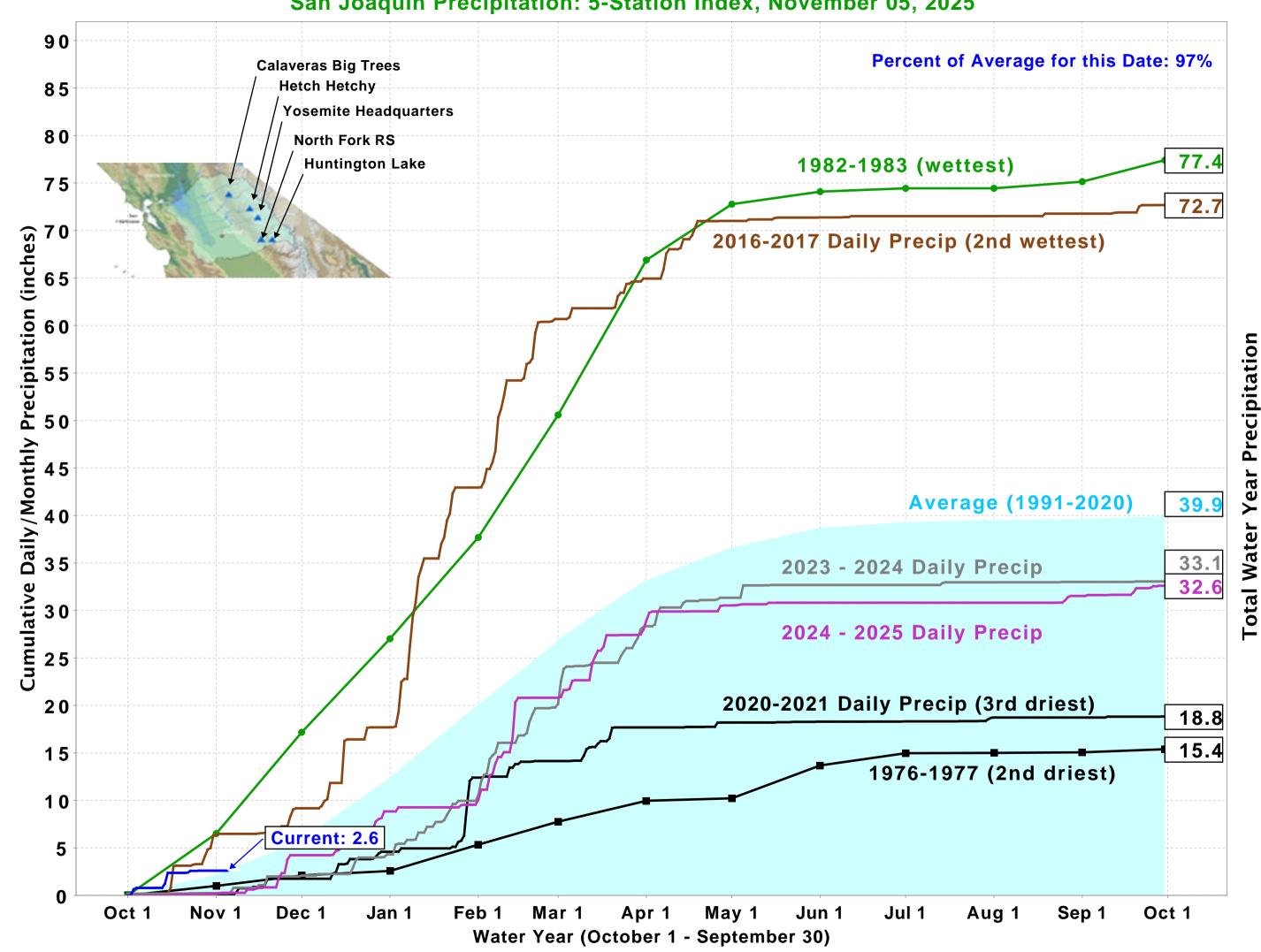
Facility Use

Maintenance and Replacement = \$15.00/acre-foot

■ Energy = Actual costs

A Consumer Price Index (CPI) adjustment utilizing the CPI of All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area is expected to be applied annually. Charges may be adjusted for reasons other than CPI adjustments, to better reflect the reasonable costs incurred by the District as a result of the water users' use of available capacity.

- 8. The District will submit periodic invoices to the Third Party (no more than once per month) detailing the amount of the charges then due and the District's measurement of the Third Party's water delivered under the Conveyance Policy. The Third Party shall pay the District's invoices within 45 days of receipt. The District will terminate any deliveries being made on behalf of a Third Party whose account becomes delinquent.
- 9. The District shall keep records of the amount of water delivered on the Third Party's behalf under the Conveyance Policy. These records will be available to the Third Party upon request.
- 10. The Third Party shall be responsible for all costs and efforts necessary for environmental compliance (either CEQA or NEPA) that is necessary to transport and deliver the Third Party's water to the District's facilities.
- 11. The Third Party shall assume all responsibility and waive any claim against the District for any damages, of whatever kind or amount, resulting from the Third Party's participation and the District's operations under the Conveyance Policy; the Third Party shall assume the defense of and indemnify the District and hold the District harmless from any and all loss, damage, liability, etc., of whatever kind or amount, or for injury or death, arising out of the District's performance and/or the Third Party's participation under the Conveyance Policy.
- 12. The Third Party shall assume the defense of and indemnify and hold harmless the District, from any loss, damage, liability, etc, arising out of any dispute or claim alleging that the Third Party's water cannot legally be transported into the District.
- 13. The District shall have no indemnity obligations to the Third Party relating to the delivery of the Third Party's water within the District's facilities under the Conveyance Policy.
- 14. In the event of litigation between the Third Party and the District relating to participation in the Conveyance Policy, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs.
- 15. The Conveyance Policy shall take effect on the date it is first adopted and shall remain in effect until the end of the following calendar year. Rosedale staff will annually bring the Conveyance Policy to the Board for re-adoption, amendments, and rate schedule adjustments, as necessary. The Board of Directors may amend or rescind this Conveyance Policy at any time and for any reason; provided, however, that the District will honor the terms of any existing agreements with Third Parties made pursuant to this Conveyance Policy at the time it is amended and/or rescinded.
- 16. The Conveyance Policy does not provide any Third Party with the right to recharge, store and/or recover any water from within the District's boundaries; all such Third-Party activities shall be subject to the discretion of the Board of Directors, and the terms of such activities shall be governed by separate agreements with the District.



#### 10-Day Feather Basin Quantitative Precipitation Forecast (QPF)

Monday, November 3, 2025 (each day ends at 0400 PST)

ay	Date		Precip	Snow Level		Average Daily	<b>/*</b>
No.			(inches)	(ft)	Precip	Snow Depth	Min Temp
Sati	urday, October 25, 2025		0.5	10000	(inches)	(inches)	(°F)
Sun	nday, October 26, 2025		0.7	7000			
Мо	onday, October 27, 2025		0.0	5500 11000 12500 12500 12500			
Tue	esday, October 28, 2025	I	0.0				
We	ednesday, October 29, 2025	Actual	0.0				
Thu	ursday, October 30, 2025	Ac	0.0				
Frid	day, October 31, 2025		0.0				
Sati	urday, November 1, 2025		0.0	13000			
Sun	nday, November 2, 2025		0.0	13500			
Мо	onday, November 3, 2025	\	0.0	9500	0.1	0.0	37.2
	Total observed:		1.2				
<b>1</b> Tue	esday, November 4, 2025		0.0	10,500	0.1	0.0	36.8
<b>2</b> We	ednesday, November 5, 2025		0.2	9,500	0.2	0.0	37.5
<b>3</b> Thu	ursday, November 6, 2025		2.0	8,000	0.2	0.0	37.2
<b>4</b> Frid	day, November 7, 2025	st	0.0	10,000	0.2	0.0	37.2
<b>5</b> Satu	urday, November 8, 2025	Forecast	0.0	10,500	0.2	0.0	37.5
<b>6</b> Sun	nday, November 9, 2025	For	0.0	12,500	0.2	0.0	36.8
<b>7</b> Mo	nday, November 10, 2025	ı	0.3	8,500	0.3	0.2	37.2
<b>8</b> Tue	esday, November 11, 2025		0.1	7,500	0.3	0.1	37.0
<b>9</b> We	ednesday, November 12, 2025		0.0	7,500	0.3	0.0	36.5
<b>10</b> Thu	ursday, November 13, 2025	↓	1.0	7,000	0.3	0.1	36.0
11 Frid	day, November 14, 2025		0.0	7,000	0.4	0.1	35.8
	10-Day Total:		3.6		2.3		
	10 Day rotan						

Comments: (85% YTD Ave)

Today is mostly sunny and clear throughout the day with temperatures 52 to 67 F. Prevailing south winds up to 15 MPH with gusts around 30 MPH. Tomorrow through the weekend will be cloudy with a chance of rain showers, with heavy rain showers and a chance of thunderstorms expected on Wednesday.

QPF from the CNRFC: <a href="http://www.cnrfc.noaa.gov/awipsProducts/RNOHFSFTA.php">http://www.cnrfc.noaa.gov/awipsProducts/RNOHFSFTA.php</a>
7-Day Temp Forecast from NWS, Reno: <a href="http://www.wrh.noaa.gov/cnrfc/versprod.php?pil=SFT&sid=REV&version=0">http://www.wrh.noaa.gov/cnrfc/versprod.php?pil=SFT&sid=MFR&version=0</a>
7-Day Temp Forecast from NWS, Medford: <a href="http://www.wrh.noaa.gov/cnrfc/versprod.php?pil=SFT&sid=MFR&version=0">http://www.wrh.noaa.gov/cnrfc/versprod.php?pil=SFT&sid=MFR&version=0</a>

7-Day Temp Forecast from NWS, Sac: <a href="http://www.wrh.noaa.gov/cnrfc/versprod.php?pil=SFT&sid=STO&version=0">http://www.wrh.noaa.gov/cnrfc/versprod.php?pil=SFT&sid=STO&version=0</a>
6 - 10 Day Forecast from CPC: <a href="http://www.cpc.ncep.noaa.gov/products/predictions/610day/">http://www.cpc.ncep.noaa.gov/products/predictions/610day/</a>
8 - 14 Day Forecast from CPC: <a href="http://www.cpc.ncep.noaa.gov/products/predictions/814day/">http://www.cpc.ncep.noaa.gov/products/predictions/814day/</a>

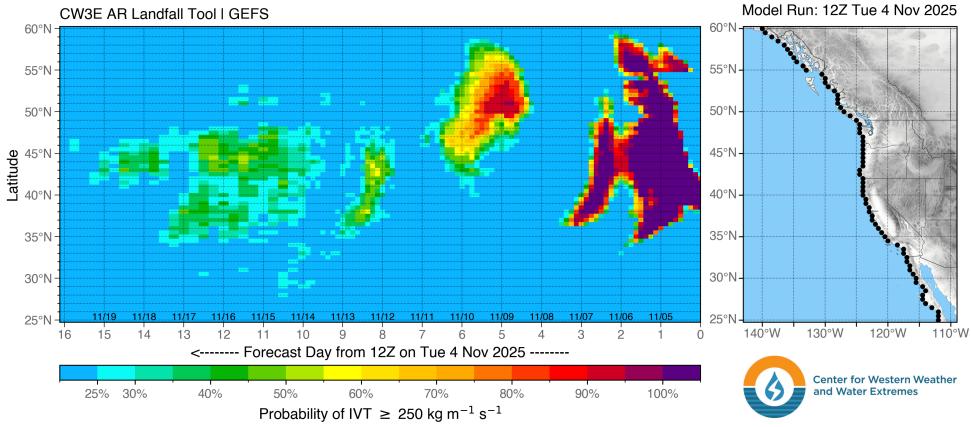
 14-Day Precip Forecast from COLA:
 http://wxmaps.org/pix/prec1.html

 14-Day Temp Forecast from COLA:
 http://wxmaps.org/pix/temp1.html

Monthly Temp & Precip Outlooks from CPC: <a href="http://www.cpc.ncep.noaa.gov/products/predictions/multi\_season/13\_seasonal\_outlooks/color/churchill.php">http://www.cpc.ncep.noaa.gov/products/predictions/multi\_season/13\_seasonal\_outlooks/color/churchill.php</a>

1 Month Forecast from CPC: <a href="http://www.cpc.noaa.gov/products/predictions/30day/index.php">http://www.cpc.noaa.gov/products/predictions/30day/index.php</a>

<sup>\*</sup> Normal daily values are the average of Western Regional Climate Center's daily records for Quincy, de Sabla, Sierraville, and Oroville. Annual average precipitation is 51".



Forecasts support FIRO/CA-AR Program and NSF #2052972 I Intended for research purposes only

#### CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:04-NOV-2025 Data as of Midnight: 04-Nov-2025 966 600 Change Date: 04-Nov-2025 Hist Ava 300 4552 3425 0 4000 3000 New Bullards Bar LEGEND 3000 105% 2000 (Hist. Avg.) Blue Bar: Storage level for date (Total Cap.) Hist Avg Hist Avg 2000 Gold Bar: Total reservoir capacity 1000 977 Green Line: Historic level for date. 1000 600 Ω 0 300 Hist Ava Capacity Historical Shasta Oroville (TAF) Avg Mark 104% 101% 53% Folsom (Hist. Avg.) (Hist. Avg.) (Total Cap.) (Total Cap.) 43% 100% (Total Cap.) % of Capacity | % Hist. Avg. (Click res. 3 char. code for details) 417 2448 150 Hist Ava 2000 Camanche Hist Avg 122% 73% 1000 (Hist. Avg.) (Total Cap.) 2400 2030 0 2000 Trinity 122% 71% Hist Avg 1000 Hist Avg (Hist. Avg.) (Total Cap.) 1000 2041 0 New Melones Don Pedro 1000 381 Hist Avg 126% 113% 75% (Total Cap.) (Hist. Avg.) (Hist. Avg.) (Total Cap.) Hist Avg San Luis 112% 115% 1025 (Total Cap.) (Hist. Avg.) Hist Avg 254.5 325 McClure 193.3 list Ava Hist Ava 139% 59% Hist Avg (Total Cap.) (Hist. Avg.) Casitas Castaic 121% 122% 104% 76% 93% 81% (Total Cap.) (Hist. Avg.) (Total Cap.) (Hist. Avg.) (Total Cap.) (Hist. Avg.) 1000 Data from: 11/03 810 521 500 500 Hist Ava 200 200 Hist Ava Hist Ava Diamond Valley Pine Flat Millerton 130% 113% 49% 96% (Total Cap.) (Hist. Avg.) (Total Cap.) (Hist. Avg.) (Total Cap.) (Hist. Avg.) Click to download printable version of current data. Report Generated: 05-Nov-2025 4:14 PM

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

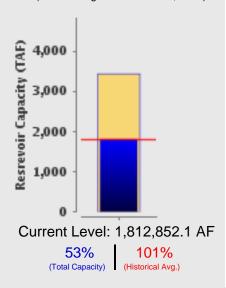


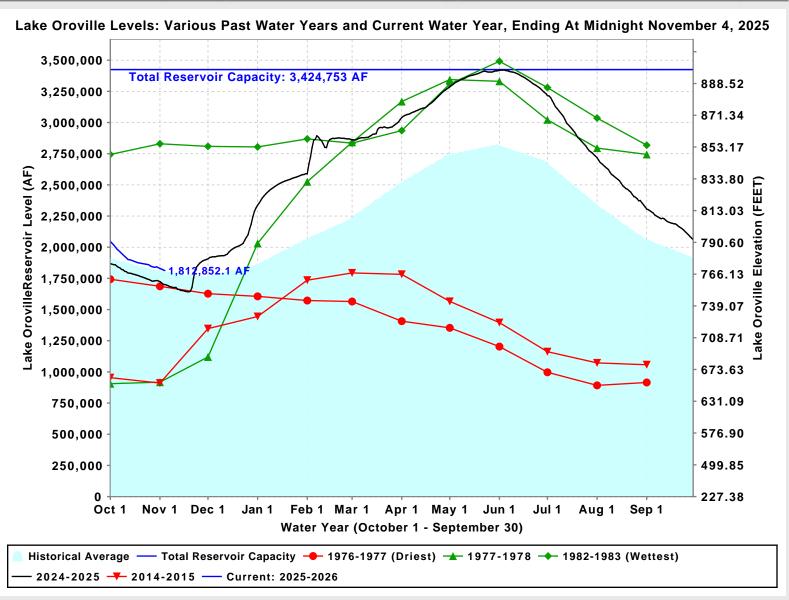
## **CURRENT RESERVOIR CONDITIONS**



## Lake Oroville Conditions

(as of Midnight - November 4, 2025)





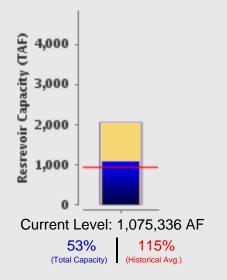


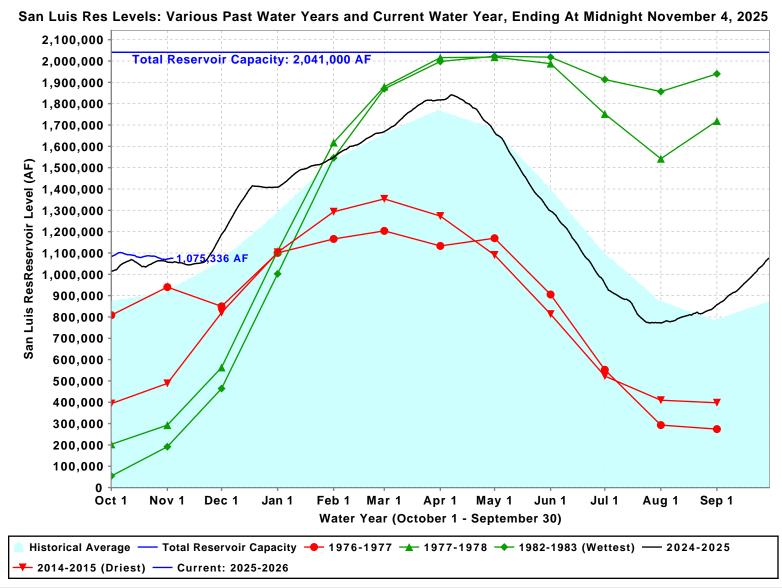
## **CURRENT RESERVOIR CONDITIONS**



### San Luis Res Conditions

(as of Midnight - November 4, 2025)









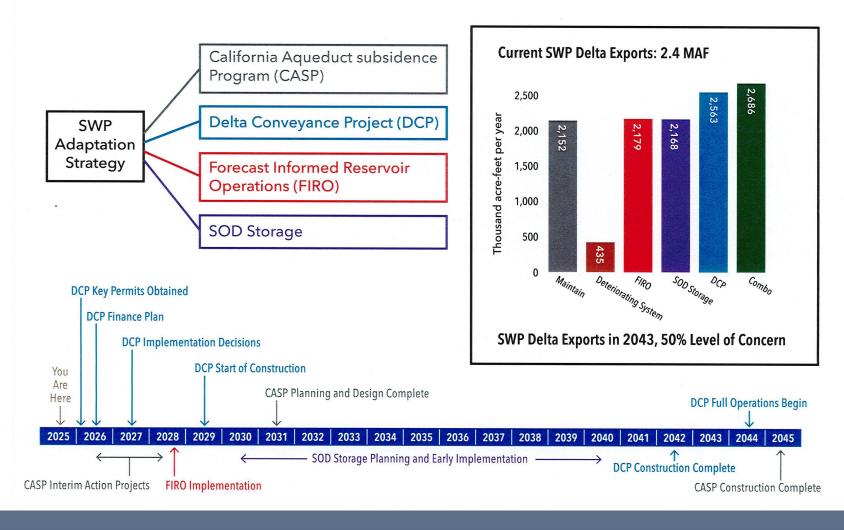
NOVEMBER 2025

SWP CLIMATE

CHANGE IMPACTS

## SWP Long-Term Reliability





SWP Yield

2.40MAF/yr

2043 Yield No Projects

• 0.44MAF/yr

Stated Causes

1. Climate

2. Climate

3. Climate

2043 Yield Subsidence Fixes

• 2.15MAF/yr

2043 Yield With DCP

2.56MAF/yr

\$20-30B

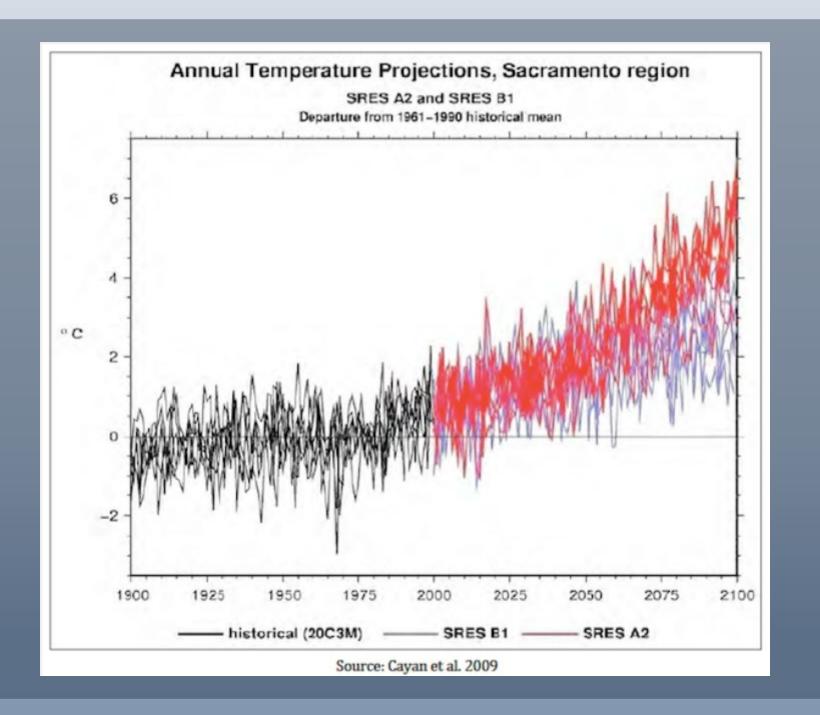


Table 20-4. Sacramento River Basin Annual Rim Inflow for Base and Three Climate Change Scenarios

Annual Rim Inflow (TAF)	Char	ige from B (TAF)	ase	Change from Base (%)			
<b>Exceedance Probability</b>	Base	LOC50	LOC75	LOC95	LOC50	LOC75	LOC95
1%	52,207	890	91	-972	1.7%	0.2%	-1.9%
50%	18,342	-340	-785	-1,305	-1.9%	-4.3%	-7.1%
99%	4,806	-118	-227	-349	-2.5%	-4.7%	-7.3%

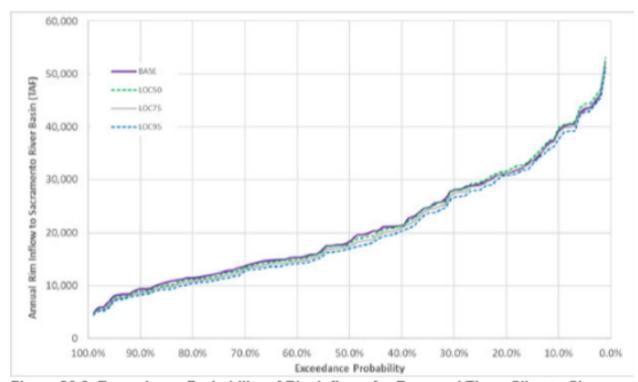


Figure 20-3. Exceedance Probability of Rim Inflows for Base and Three Climate Change Scenarios

#### CalSim 3 Rim Inflows

Figure 20-2 presents the average monthly rim inflow to the Sacramento River under the base and the three LOC future climate scenarios. The figure shows changes in both the pattern and amount of monthly rim inflow, whereby stream flows increase from January to March compared to the base climate. Since April, monthly rim inflows in the three LOC scenarios decline more rapidly from their peak in March than the base scenario. These phenomena are caused by the warming trend that results in earlier and more rapid snow melt and lower snow-to-rain ratio in the precipitation.

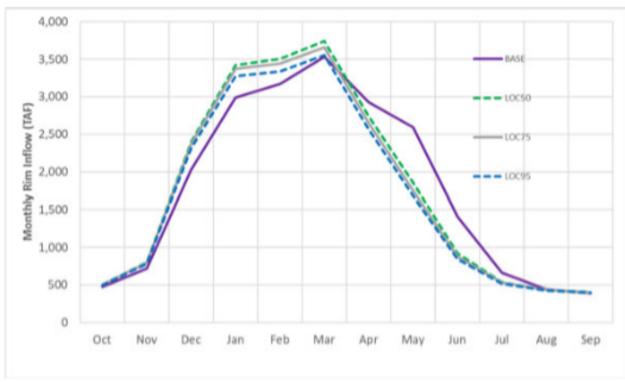
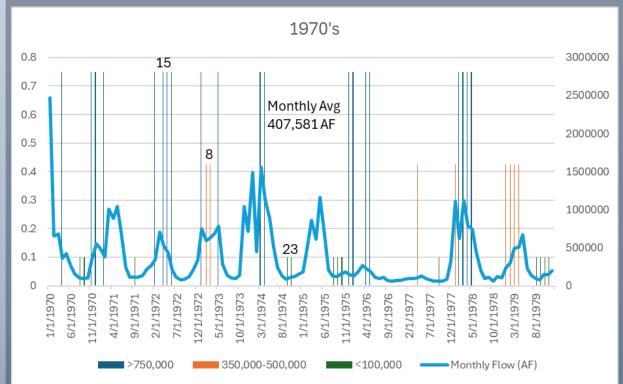
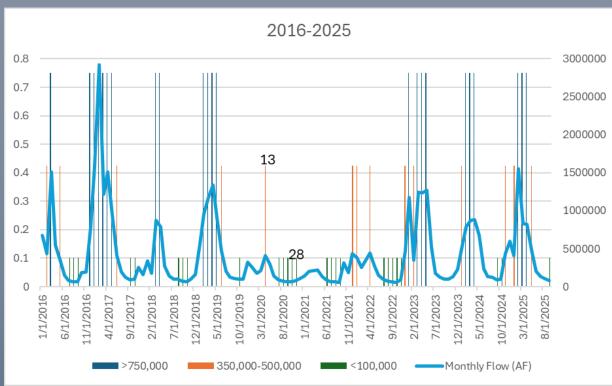
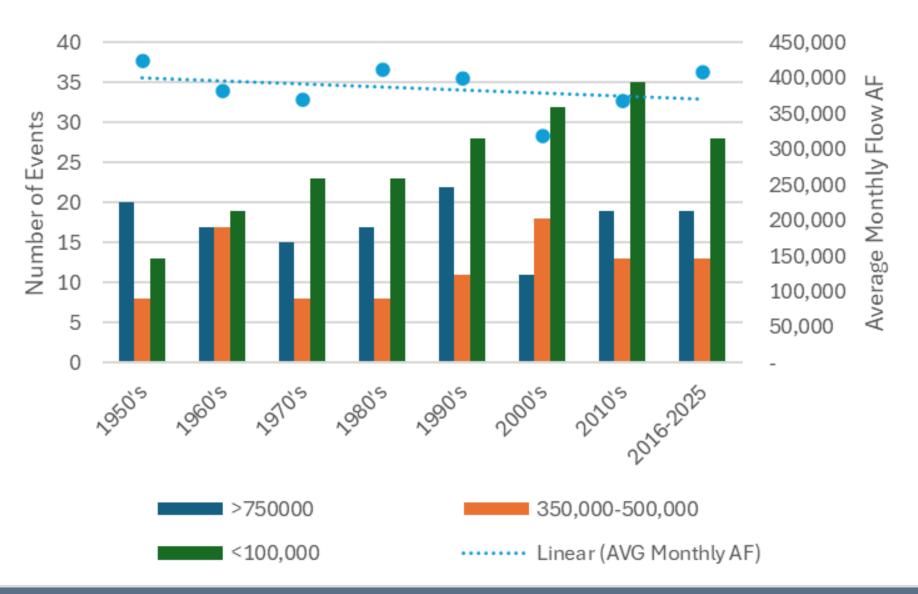


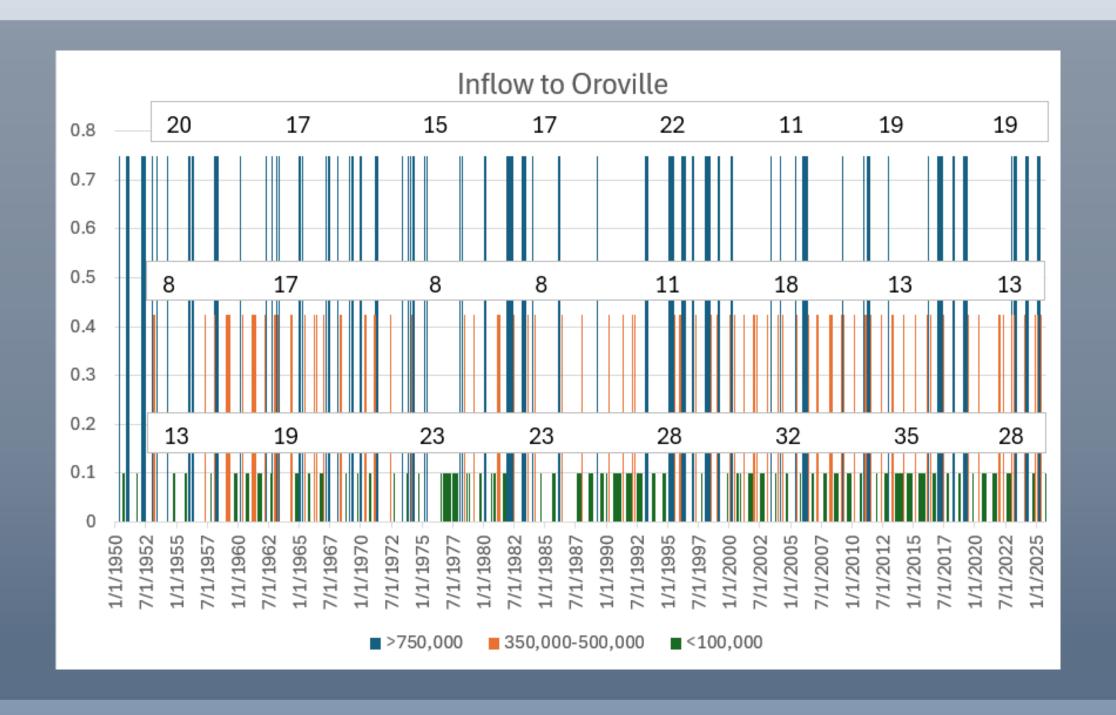
Figure 20-2. Average Monthly Rim Inflows to Sacramento River for Base and Three Climate Change Scenarios

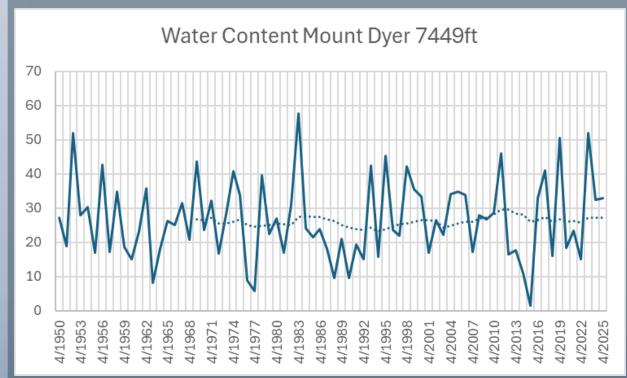


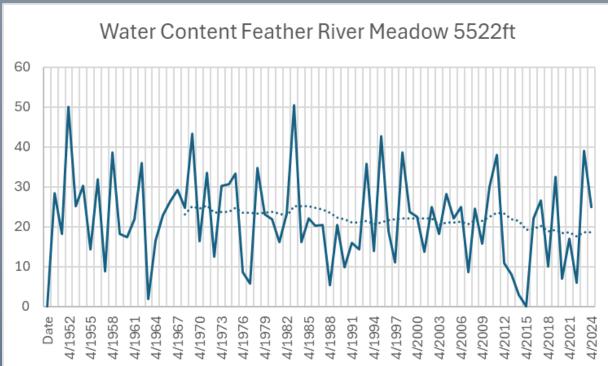


## Number of Extreme Events AF/Month in Oroville









SWP Yield

• 2.40MAF/yr

2043 Yield No Projects

• 0.44MAF/yr

Stated Causes

1. Climate

2. Climate

3. Climate

2043 Yield Subsidence Fixes

• 2.15MAF/yr

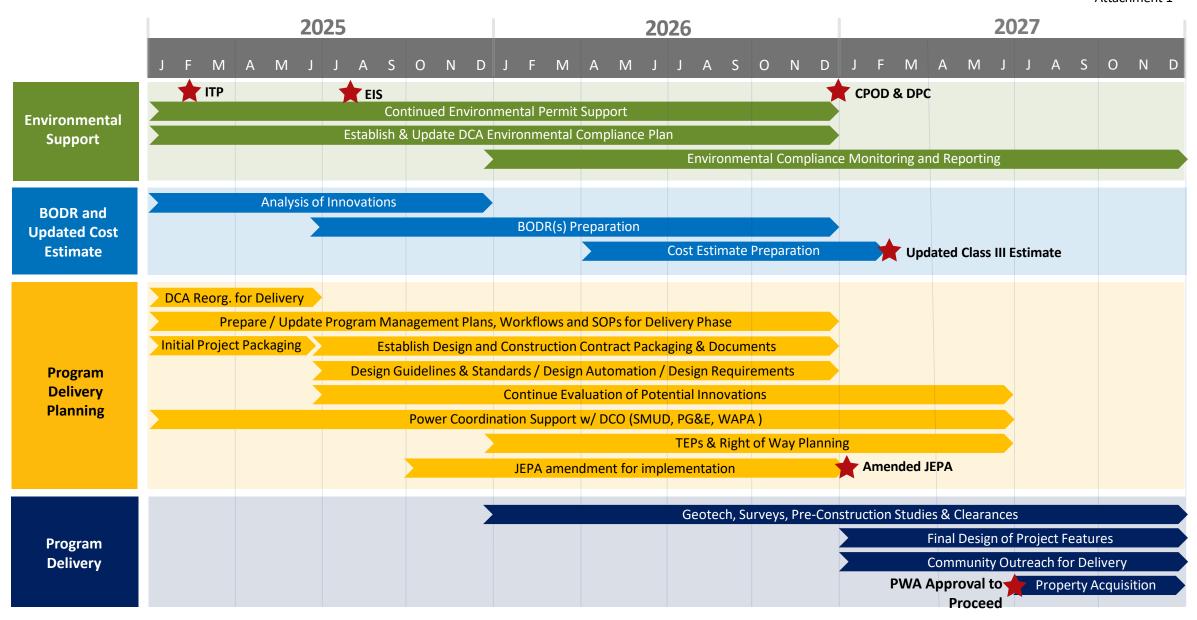
2.56MAF/yr

2043 Yield With DCP

\$20-30B

## May 2025 DCP Roadmap – Program Delivery

Attachment 1







#### KERN COUNTY WATER AGENCY

#### **Stuart T. Pyle Water Resources Center**

3200 Rio Mirada Drive Bakersfield, California 93308

## Notice of BOARD OF DIRECTORS MEETING

October 23, 2025

Conference Line: <u>+1 (571) 317-3122</u>
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)
- 1. 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. Temporary Applications Filed for Kern River Water
- o. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220
- p. Delta Conveyance Project Litigation, Court Case No. 24WM000017
- q. California Sportsfishing Alliance, et al. v. California Department of Water Resources and California Department of Fish and Wildlife, et al., Sacramento County Superior Court Case No. 24WM000181; Tehama-Colusa Canal Authority, et al. v. California Department of Water Resources and California Department of Fish and Wildlife, et al., Sacramento County Superior Court Case No. 24WM000183; San Francisco Baykeeper, et al. v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000185; and Central Delta Water Agency and South Delta Water Agency v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000186 (2024 Incidental Take Permit Litigation)
- r. Mass X, Inc. v. Kern County Water Agency, et al., Kern County Superior Court Case No. BCV-24-104394

- s. Department of Water Resources v. All Persons Interested in the Matter of Delta Conveyance Project Program Revenue Bonds etc. (2025 DWR Validation Action), Sacramento County Superior Court Case No. 25 CV000704
- t. America West Lender Services, LLC v. Barrickman, et al., Kern County Superior Court Case No. BCV-25-102514
- 2. Conference with Legal Counsel Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
  - a. Two potential suits
- 3. Conference with Real Property Negotiator (Government Code section 54956.8):
  - a. Negotiator: Water Resources Manager
     Property: State Water Project Water
     Parties: California Department of Water Resources and State Water
     Project Contractors
     Under Negotiation: Price & Terms
- 4. Conference with Labor Negotiators (Government Code section 54957.6):
  Agency designated representatives: Gene Lundquist and James Ciampa
  Unrepresented employee: General Manager
- III. Closed Session Report
- 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. Report regarding Agency Management
- VII. Advisory Committee Reports
  - A. Cross Valley Canal Advisory Committee
  - B. Improvement District No. 3 Advisory Committee
  - C. Urban Bakersfield Advisory Committee
- VIII. Consent Agenda Items

The following items are routine and will be approved collectively without discussion, unless a Board member or staff member (who has raised that issue with the Board President prior to the start of the meeting) requests that an item be removed for separate consideration:

#### A. <u>CONSENT AGENDA</u>

- 1. Minutes of Board Meetings and Committee Meetings –
  Regular Board Meeting September 25, 2025
- 2. Payment of the Bills
- 3. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Tulare Lake Basin Water Storage District and Kern County Water Agency for Transfer and Storage of a Portion of Tulare Lake Basin Water Storage District's State Water Project Water in Rosedale-Rio Bravo Water Storage District's Water Banking and Exchange Program, SWP #25032
- 4. Authorization to Execute an Agreement for a Transfer of Plumas County Flood Control and Water Conservation District's 2025 State Water Project Table A Water to Kern County Water Agency, SWP #25037
- Authorization to Execute an Agreement for a Transfer of Antelope Valley-East Kern Water Agency's 2025 State Water Project Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #25038

#### 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. <u>ADMINISTRATIVE COMMITTEE</u> – Director Cattani, Chair

- 1. Report of the Administrative Operations Manager
- 2. Financial Report
- 3. Treasury Report
- 4. Consideration and Possible Approval of Employment Contract with General Manager

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

- 1. Update on Delta Conveyance Activities
- 2. Update on Legislative Activities
- 3. Authorization to Retain a State Water Project Consultant

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

- 1. Report of the Water Resources Manager
- 2. Report on the State Water Contractors Board Meeting
- 3. Report on 2025 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 Execute the Kern County Water Agency Agreement Regarding Onyx Project Coordination
- 6. Sustainable Groundwater Management
  - a. Update on the Pioneer Groundwater Sustainability Agency

#### D. <u>WATER MANAGEMENT COMMITTEE</u> – Director Kroeker, Chair

- 1. Report of the Engineering and Groundwater Services Manager
  - a. Update on Groundwater Banking Construction/Maintenance Projects
- 2. Report on 2025 Water Operations
- 3. Report on Kern Water Bank Activities
- 4. Authorization to Amend the 2025 Pioneer Project Budget
- 5. North Pioneer West Basin Weir Plan
  - a. Authorization to Execute the Notice of Award for the North Pioneer West Basin Weir Plan Project Contract No. KCWA 2025-05
  - b. Authorization to Retain a Construction Management Services Consultant for the North Pioneer West Basin Weir Plan Project
  - c. Authorization to Retain a Material Testing Services Consultant for the North Pioneer West Basin Weir Plan Project

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

- 1. Report of the Water Resources Manager
  - a. Update on Cross Valley Canal Construction/Maintenance Projects
- 2. Report on Cross Valley Canal Operations and Deliveries
- 3. Authorization to Request Proposals for the Flow Meter Study for Conveyance Facilities of the Cross Valley Canal and Banking Projects

#### F. URBAN BAKERSFIELD COMMITTEE – Director Wulff, Chair

- 1. Report of the Improvement District No. 4 Manager
  - a. Report on the Kern River Groundwater Sustainability Agency Meeting
- 2. Report on the Improvement District No. 4 2025 Water Supply and Management Plan
- 3. Report on the Henry C. Garnett Water Purification Plant
- 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 October 17, 2025.

phanie 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.



ROSEDALE-RIO BRAVO
WATER STORAGE DISTRICT

NOVEMBER 2025

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



- GOAL #2: ACQUIRE OTHER WATER SUPPLIES
- GOAL #3: DEVELOP A WATER CHARGE TO SUPPORT SGMA IMPLEMENTATION
- GOAL #4: LIVE OUT AN INTENTIONAL AND FOCUSED PROJECT PLAN FOR MAJOR INITIATIVES
- GOAL #5: ENSURE THAT KEY
  RESPONSIBILITIES WITHIN
  THE AGENCY ARE
  SUSTAINABLE AND EFFICIENT

	GOAL #1 OBJECTIVES	PRIORITY	STATUS	OWNER	TARGET	ACTUAL 2025
	Determine who should be the point person for each everyday contact and/or partnership.	HIGH	COMPLETE	All staff	Updated June 2025 Revisit in 2026 (Update Annually)	100%
ı	Being intentional and thorough about developing relationships. Meet regularly to collaborate on common goals and to get to know our regular contacts and/or partnerships personally.	HIGH	IN PROGRESS	All staff	Connect with our contacts and partners monthly.	55%  Staff Avg. Jan-May 2025
	Be transparent yet strategic.	HIGH	IN PROGRESS	All staff	District Reports shared every other month (The Rosedale Recap) 6 per year	33% 5/6 Reports completed







## October 13, 2025, Special Board Meeting Update

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

OCT 13 2025 SPECIAL BOARD OF DIRECTORS MEETING

& RRBWSD GSA STAKEHOLDER MEETING

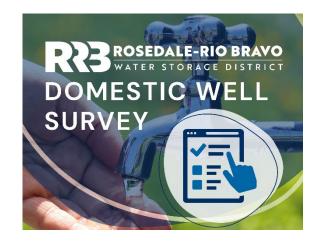
8:00 AM

**Explore Board Packet** 

#### **Attention Domestic Well Owners!**

We are collecting data from domestic well owners in our area. This effort will help us better understand which wells may be at risk during future droughts and connect residents with potential resources.

If you own a domestic well, please take a few minutes to complete our short survey. Your participation will also make you eligible for **free groundwater level monitoring** to help track the condition of your well. You can access the survey and flyer using the buttons attached.



**Domestic Well Survey** 

Flyer (English & Spanish)



SGMA Update: The Kern Subbasin Avoids Probation

**SWRCB Resolution No. 2025-0029** 

Good news for Kern County groundwater management! At its September 17th hearing, the State Water Resources Control Board (SWRCB) voted to return the Kern County Subbasin to local oversight under the Department of Water Resources, avoiding state probation under the Sustainable Groundwater Management Act (SGMA). The decision recognizes the significant progress local Groundwater Sustainability Agencies (GSAs), including Rosedale, have made to strengthen coordination, monitoring, and groundwater management across the basin.

Before the transition is finalized, the state has asked GSAs to make a few final improvements, mainly ensuring all areas are covered by a managing agency and that programs are in place to support any domestic wells impacted by groundwater conditions. With local control preserved, Rosedale and our neighboring agencies will continue implementing projects, tracking progress, and working collaboratively to protect groundwater for our community's long-term future.

Readers can learn more using the buttons below:



View the Kern Subbasin GSP

SWRCB Presentation Slides

#### **RRBWSD GSA Water Charge Updates**

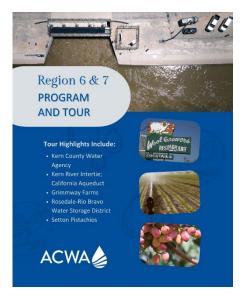
RRBWSD staff has completed the 2024 Water Charge process, and we want to thank our landowners for their cooperation and continued support as we work toward full SGMA implementation. As a reminder, the Water Charge for water use during the 2025 calendar year is set at \$145.00 per acre-foot used in excess of available supply. Looking ahead, the District will begin determining the 2026 Water Charge rate next month.

Rosedale is continuing to work with LandIQ to enhance our water accounting procedures, which includes monthly field-level estimates of evapotranspiration (ET), precipitation, and crop type using satellite imagery. In addition, the District is considering updates to the water accounting platform to improve accuracy, transparency, and usability for landowners.

Use the button below for more information about the District's water charge program.

Visit Our Water Charge Page





#### **ACWA Region 6 & 7 Tour Recap**

Rosedale was proud to serve as one of the stops during the ACWA Regions 6 & 7 "Advanced Water Management in the Central Valley" Tour, held October 9th & 10th in partnership with the California Farm Water Coalition. The Association of California Water Agencies (ACWA) represents more than 460 public water agencies statewide, working together to manage and protect California's most vital resource.

The two-day event brought water leaders, growers, and industry professionals to Kern County to explore innovative water management practices at locations including Grimmway Farms, Setton Pistachios, the Kern River Intertie, and of course, the Rosedale-Rio Bravo Water Storage District.

Although the tour didn't go exactly as planned, when the bus broke down on the way to Rosedale's office, our staff jumped into action, delivering lunches to the stranded group about 40 minutes away. Once the bus made it to our facility for servicing, we welcomed attendees for a presentation on Rosedale's recharge and banking programs and shared how we're advancing sustainable groundwater management.

In true Rosedale fashion, the day ended with teamwork, flexibility, and a few laughs as staff shuttled guests back to the Kern County Water Agency. Despite the unexpected twists, it was a great opportunity to connect with water professionals from across the state, highlight the innovative work happening here in Kern County, and showcase Rosedale's commitment to collaboration and problem-solving, both in the field and on the fly.

On October 10, RRBWSD began receiving water from the Kern River and the City of Bakersfield. Check out this video clip of the Kern River intake in action to see the flow as it enters our system and supports sustainable water management across the District.



# Check out these helpful resources to find the water information you need!

Don't know which GSA you are in?
Use the button to access the Kern County GIS Map. View the Layers category, expand the Water Resources tab and select Groundwater Sustainability Agencies.

Kern County GIS

Interactive Map



Visit the Kern Subbasin GSA website for information about the Groundwater Sustainability Plan (GSP).

#### **Kern Subbasin Website**

Don't forget: You can use the Kern Subbasin Data Management System (DMS) to access water data near you.

**Explore the DMS** 



Need some help using the DMS? Check out our tutorial on using the DMS to find depth to water readings!

Have you lost access to drinking water? Please contact Self-Help Enterprises. Click the English or Spanish button for more information.

English Spanish

Mark your calendars for important upcoming meetings!

## Kern Non-Districted Land Authority (KNDLA) Board Meeting:

Monday, October 27th, at 2:00 PM at the Kern County Water Agency's office and via Zoom.

OCT 27 2025 KERN NON
DISTRICTED
LAND
AUTHORITY
(KNDLA) BOARD
MEETING

2:00 PM

# RRBWSD Board & RRBWSD GSA Stakeholder Meeting:

Tuesday, November 11th, at 8:00 AM at the RRBWSD office (in person only).

NOV 11 2025 BOARD OF
DIRECTORS
MEETING
&

RRBWSD GSA STAKEHOLDER MEETING

8:00 AM

# RRBWSD GSA Stakeholder Meeting:

Tuesday, November 25th, at 9:00 AM at the RRBWSD office and via Zoom.

NOV 25 2025

RRBWSD GSA STAKEHOLDER ADVISORY MEETING

9:00 AM









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

Want to change how you receive these emails? You can <u>update your preferences</u> or <u>unsubscribe</u>



#### ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

#### **BOARD POLICY FOR DOMESTIC WELL MITIGATION PLAN**

#### DRAFT 10/31/2025

The Rosedale-Rio Bravo Water Storage District (District) Board of Directors desires to create a policy governing the terms and conditions under which the District will administer a domestic well mitigation program independent of the the Kern Subbasin Groundwater Sustainability Plan Will Mitigation Program currently administered by Self-Help (SHE). The intent is to identify and mitigate certain at-risk domestic wells prior to such wells going dry, which causes an inconvenience to the well owner and increased cost to the District. It is the intent of the following list to outline the principal terms and conditions under which the Board will allow staff to coordinate with certain domestic well-owners in the District, and under which the Board may determine that mitigation is warranted prior to a well going dry.

- 1. Staff will continue efforts to identify At-Risk wells and will actively reach out and coordinate with At-Risk well owners, so they are informed of potential issues.
- 2. At-Risk domestic wells are defined as wells used primarily for domestic purposes (e.g., drinking, cooking, washing, bathing, and irrigation of landscaping/recreational turf) that are not likely to produce adequate supplies if Minimum Thresholds are reached in proximity to the well.
- 3. At-Risk well owners will be provided with SHE dry-well program educational information and will be provided with this policy so they understand that there is a water level mitigation program available in addition to the SHE dry-well program. The well-owner must first seek assistance from SHE under the dry-well program; if funding is unavailable under that program, the District will consider whether to provide assistance under this program.
- 4. At-Risk domestic wells must meet the following conditions for consideration of mitigation under this policy:
  - o In District Boundaries
  - Currently used primarily for domestic purposes (including drinking, cooking, washing, bathing, and irrigation of landscaping/recreational turf) and does not share more than four connections.
  - Be in working condition and have known well depth and pump setting.
  - The bottom of the screened portion of the well is less than 30 feet above the applicable minimum threshold (in the 2025 GSP) which shall be determined by reference to nearby RMW's.
- 5. Funding will be deposited into an escrow account and would be disbursed directly to the well driller.

- 6. Well design and Invoices to be reviewed and approved by District staff.
- 7. Funding agreement will include a complete release of liability from any further water level related impacts in favor of the District and all GSA's in the subbasin and will be recorded on the property.
- 8. Funding will be 75% of actual well replacement costs. Pump, electrical equipment, and all appurtenances cost will be the responsibility of the well owner.
- 9. Connection to a water purveyor's system will be the preferred option if feasible and available.
- 10. District will not guarantee any work; release agreement will include indemnification of the District for any damages relating to the work.

#### **LAND LEASE**

THIS AGREEMENT ("Land Lease" or "Agreement") is made this 1st day of January, 2026 by and between Rosedale Kern Properties LLC ("Landlord") and ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT, a public agency ("Tenant") with respect to the following described real property:

The "Leased Premises" consist of the following property: the north half of Section 25, T29S, R25E, MDM, in the unincorporated area of the County of Kern, State of California, as per the official plat thereof (consisting of 306 acres).

EXCEPTING THEREFROM that portion conveyed to the State of California by deed recorded June 6, 1968 in Book 4167, Page 858 of Official Records.

ALSO EXCEPTING THEREFROM all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said land or that may be produced therefrom as granted to Bravo Oil Company, a corporation of the State of Texas, recorded December 29, 1965, in Book 3906, Page 30 of Official Records.

This Agreement is subject to the following terms and conditions:

- 1. Term: The term of this Agreement shall be for a period of three (3) calendar years, commencing on January 1,2026, and ending on December 31, 2028 ("Term").
- 2. Rent: Tenant agrees to pay to Landlord a total annual rent equal to the sum of \$257 per acre per year (i.e., \$78,642 per year). Rent payments shall be made in cash or by check, money order, or any other form of payment acceptable to Landlord. Payment shall be made, in advance, in two installments, to wit: (1) 50% of the annual rent (\$39,321) shall be due and payable on or before February 1, and (2) 50% of the annual rent (\$39,321) shall be due and payable on or before July 1. Payments shall be made to Landlord at its address specified herein for notice purposes, or any other address specified by Landlord in writing.
- 3. Condition of Leased Premises: Tenant accepts the Leased Premises, as well as the improvements thereon and facilities appurtenant thereto, in their present condition. Tenant represents to Landlord that the Leased Premises are well known to Tenant, have been inspected by Tenant, and that Tenant has been assured by means independent of Landlord or Landlord's agents of the truth of all facts material to this Agreement and that the Leased Premises are being leased by Tenant as a result of its inspection and investigation and not as a result of any representations made by Landlord or Landlord's agents.
- 4. Use of Premises: The Leased Premises are demised to Tenant for the following purposes and for no other purpose except with the prior written consent of Landlord:
  - a. Storage of District equipment.

- b. Operation, maintenance, repair and replacement of spreading basins, recharge ponds, and appurtenant facilities.
- c. Farming, grazing and related agricultural uses.
- d. Produce sales.

Tenant's use of the Leased Premises shall be in accordance with good husbandry and the best practices of the farming community in which the Leased Premises are situated. Tenant shall, at its sole cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders, present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance or operation of the Leased Premises by Tenant during the term of this Agreement.

- 5. District Assessments & Taxes: Landlord shall timely pay all property tax bills associated with the Leased Premises. Tenant shall reimburse Landlord for all assessments levied by Tenant and paid by Landlord, including but not limited to the RRBWSD District Assessment, for the time period during which this Agreement remained in effect. It is agreed by Tenant and Landlord that such reimbursement of District Assessments shall not be treated or reported as Miscellaneous Income for purposes of determining any amount to be reported on an IRS Form 1099 issued by Tenant to Landlord for payments made pursuant to this Land Lease.
- 6. Insurance: Tenant shall, at all times during the term of this Agreement, maintain and keep in force insurance coverage with insurers approved by Landlord which will adequately protect both Tenant and Landlord against public liability and property damage on the Leased Premises. The minimum coverage required by this paragraph shall be \$1,000,000.00 bodily injury per individual, \$1,000,000.00 per occurrence, and \$500,000.00 property damage. Proof of the insurance coverage obtained by Tenant shall be given to Landlord within thirty (30) days after execution of this Agreement. Any contract entered into by Tenant for insurance coverage on the Leased Premises shall include a provision requiring timely notice to Landlord in the event of cancellation of coverage by the insurer. Tenant is also responsible for any workers' compensation insurance required under state law.
- 7. Indemnity: Throughout the term of this Agreement, Tenant shall indemnify and hold harmless Landlord from all damages, injuries, or claims (including cost of defense) arising out of or connected with Tenant's use or occupation of the Leased Premises or the conduct of its operations thereon.
- 8. Assignment: Tenant may sublet the Leased Premises, in whole or in part, for the uses and purposes specified in paragraph 4.c. above. Notwithstanding such subletting, all terms and provisions of this Agreement remain applicable to Tenant and Tenant shall be and remain responsible for the Leased Premises. Other than as stated above, Tenant shall not assign, transfer, or encumber this Agreement, in whole or in part, or any interest in the Leased Premises, without the prior written consent of Landlord. Any

assignment, transfer or encumbrance without such consent shall be void. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations under this Lease and in any and all of the Leased Premises. If Landlord sells or transfers any or all of the Leased Premises, Landlord and Landlord's Agents shall, upon consummation of such sale or transfer, be released from any liability relating to obligations or covenants under this Lease to be performed or observed after the date of such transfer, and in such event, Landlord's successor in interest shall assume all of Landlord's obligations and covenants hereunder, and Tenant agrees to look solely to Landlord's successor-in-interest with respect to such liability; provided that, as to any Prepaid Rent, Landlord shall not be released from liability therefor unless Landlord has delivered (by direct transfer or credit against the purchase price at closing) such Prepaid Rent (pro-rated daily) to its successor-in-interest.

9. Notice: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to any member of or the designated agent of the party to whom they are directed, or in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed to the other party at the address shown on the signature page of this Agreement. Either party may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written at Bakersfield, California.

LANDLORD: THE ROSEDALE KERN PROPERTIES LLC 6100 Gramercy Pl. Los Angeles, California 90047
6
By:
By: Nickie L Silk, Managing Partner
TENANT: ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT
849 Allen Road
Bakersfield, CA 93314
By:
Trent Taylor, Assistant General Manager

#### ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

FIELD STAFF I – JOB DESCRIPTION

Javier Garcia Jr

Attended BC classes in:

soil and crop science

pest management

water distribution

Spanish speaker

Title: Field Staff I

Classification: Non-Exempt, Full-time

Pay Rate: \$22.45-\$26.84/hr plus employee benefit package

Work Location: RRBWSD Area, but could include Onyx Ranch as r

Reports To: O&M Manager

Objective: Perform work in the maintenance, operation, construction and repair of District

facilities (i.e. irrigation works, buildings, etc.).

Supervision: Close

Responsibilities: Ranges from general labor to operation of equipment to maintain, repair, operate

and construct District facilities.

#### **Essential Duties and Responsibilities:**

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties.

- A. Participates in the work of crews engaged in facility operations and maintenance.
- B. Maintains records of work performed.
- C. Operates in the use of equipment such as trucks, heavy equipment, air compressors, and a variety of power and hand tools.
- D. Maintains District vehicle including servicing and periodic safety checks.
- E. Participates in District safety meetings.
- F. Performs other related duties, as assigned.
- G. Performs a variety of grounds maintenance and gardening duties; trims, plants, transplants, irrigates, cultivates, and maintains trees, shrubs, flowers and turf.
- H. Applies herbicides, pesticides and fertilizers; maintains monthly use reports for compliance with regulatory agencies.
- I. Cleans grounds adjacent to District structures and buildings.
- J. Requisitions materials and supplies.
- K. Observes and reports needed repairs to buildings and equipment.

#### Minimum Qualifications:

- A. Must be a High School graduate.
- B. Must possess a valid California driver's license and no more than two (2) DMV points.
- C. General experience in basic construction techniques
- D. Must be able to operate a personal computer.

- E. Ability to effectively communicate verbally and in writing and maintain cooperative relations with fellow employees and those contacted within the course of work.
- F. Operate vehicle to travel to and from job sites.
- G. Operate construction equipment (i.e. backhoe, loader, forklift, skidster)

#### **Essential Physical Requirements:**

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions on a case-by-case basis.

- A. While performing the duties of this classification, an incumbent is regularly required to stand; use hands and fingers to handle or feel; and talk and hear.
- B. The employee is frequently required to walk and to reach with hands and arms.
- C. The employee is occasionally required to sit, climb or balance and stoop, kneel, crouch or crawl.
- D. The employee must regularly lift and/or move up to twenty-five (25) pounds, frequently lift and/or move up to fifty (50) pounds, and occasionally lift and/or move up to one-hundred (100) pounds.
- E. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



# AGENDA GROUNDWATER BANKING JOINT POWERS AUTHORITY BOARD OF DIRECTORS REGULAR MEETING

November 3, 2025 2:00 PM

Rosedale Rio-Bravo Water Storage District 849 Allen Road Bakersfield, CA 93314 Irvine Ranch Water District 15600 Sand Canyon Avenue Irvine, CA 92618 2<sup>nd</sup> Floor Committee Room

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

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

Via Web: https://zoom.us/j/83815086560

Meeting Number (Access Code): 838 1508 6560

Meeting Password: 982590

Telephone Dial In: (669) 900-6833

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

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

CALL TO ORDER 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 before 5:00 p.m. on August 1, 2025.

ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE

Groundwater Banking Joint Powers Authority Board of Directors' Meeting November 3, 2025
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#### 1. COMMUNICATIONS TO THE BOARD

- a) Written:
- b) Oral:

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

#### 3. CONSENT ITEMS

a) Consideration of Special Meeting Minutes May 19, 2025

#### 4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) Consideration of Quarterly Budget to Actual 2024-2025 (Chris)
- b) Consideration of Quarterly Budget to Actual Q1 2025-2026 and Cash Call (Chris)
- c) Consideration of Fiscal Year End, 2025 Audit/Financials (Eileen)

#### 5. KERN FAN GROUNDWATER STORAGE PROJECT

- a) Engineering
  - i. Alternative 5 Conveyance Meetings (Dan)
  - ii. Consideration of Conveyance Feasibility Studies Proposals (Dan)
  - iii. Rosedale 1 Channel Improvements (Dan)
- b) Construction
  - i. West Enos/Stockdale North (Dan)
  - ii. Consideration of PG&E Extension Contracts (Dan)
- c) Funding Sources WSIP (Fiona)

#### 6. OTHER RELATED PROJECTS

a) Funding Sources South Valley Project (Fiona)

#### 7. GENERAL MANAGER'S REPORT

- a) Project Coordination with KCWA and DRWD (Dan/Fiona)
- b) GBJPA Use of RRBWSD Facilities (Trent)

#### 8. OTHER BUSINESS

### Exhibit "A"

### **Groundwater Banking Joint Powers Authority**

Actual to Budget Results (Unaudited)
Fiscal Year 2024-25

(in hundreds)

	Actual		Budget to	
	06/30/25	Budget	Actual	
	(Unaudited)	FY 2024-25	(Over)/Under	FY 2024-25 Budget Variance/Forecast Comments
ern Fan Groundwater Capital Project				
Engineering - Planning and Design Staff	\$ 72,688	\$ 81,000		
Grant Administration and Reporting	2,890	14,300	11,410	
CWC and USBR Feasibility Studies	54,328	2,000	(52,328)	
JPA Administration	70,123	55,500	(14,623)	
Supplemental Environmental Impact Report	102	23,300	23,198	
Agreements with State Agencies	4,553	14,300	9,747	
Engineering Design - Consultants	16,568	1,230,000	1,213,432	Timing of expenditures
Engineering CA&I - Outside	68,801	1,320,000	1,251,199	Timing of expenditures
Construction	4,044,127	10,755,000	6,710,873	Timing of expenditures
Legal JPA	4,294	15,500	11,207	
Environmental	50,950	95,300	44,350	
Preliminary Design Report and Feasibility Report	55,499	-	(55,499)	
reminiary besign report and reasismey report			(04.444)	
Permitting	23,414	2,000	(21,414)	
, , , , , ,	23,414 <b>4,468,336</b>	2,000 <b>13,608,200</b>	9,139,864	<u>-</u> -
Permitting  Capital Project Total  Operating Expense				<del>-</del> -
Permitting  Capital Project Total	4,468,336	13,608,200	9,139,864	<del>-</del> -
Permitting  Capital Project Total  Perating Expense  West Enos Recharge Facility	<b>4,468,336</b> 10,377 37,527	13,608,200 - 70,700	<b>9,139,864</b> (10,377)	<del>-</del> -
Permitting  Capital Project Total  Degrating Expense  West Enos Recharge Facility  Administration/Management  Audit	<b>4,468,336</b> 10,377 37,527 9,480	13,608,200 - 70,700 9,500	9,139,864 (10,377) 33,173 20	<del>-</del>
Permitting  Capital Project Total  Degrating Expense  West Enos Recharge Facility  Administration/Management	<b>4,468,336</b> 10,377 37,527	- 70,700 9,500 6,000	9,139,864 (10,377) 33,173 20 (6,666)	<del>-</del>
Permitting  Capital Project Total  Perating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance	10,377 37,527 9,480 12,666 5,792	- 70,700 9,500 6,000 6,900	9,139,864 (10,377) 33,173 20 (6,666) 1,108	-
Permitting  Capital Project Total  Perating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges	4,468,336 10,377 37,527 9,480 12,666 5,792 3,135	- 70,700 9,500 6,000 6,900 1,100	9,139,864 (10,377) 33,173 20 (6,666)	
Permitting  Capital Project Total  Degrating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance  Membership	10,377 37,527 9,480 12,666 5,792	- 70,700 9,500 6,000 6,900	9,139,864 (10,377) 33,173 20 (6,666) 1,108	
Permitting  Capital Project Total  Deerating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance  Membership  Website Maintenance	4,468,336 10,377 37,527 9,480 12,666 5,792 3,135 1,000	- 70,700 9,500 6,000 6,900 1,100 1,000	9,139,864 (10,377) 33,173 20 (6,666) 1,108 (2,035)	
Permitting  Capital Project Total  Perating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance  Membership  Website Maintenance  Utilities	4,468,336 10,377 37,527 9,480 12,666 5,792 3,135 1,000 11,824	- 70,700 9,500 6,000 6,900 1,100 1,000	9,139,864 (10,377) 33,173 20 (6,666) 1,108 (2,035) - (11,824)	- -
Permitting  Capital Project Total  Perating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance  Membership  Website Maintenance  Utilities	4,468,336 10,377 37,527 9,480 12,666 5,792 3,135 1,000 11,824	- 70,700 9,500 6,000 6,900 1,100 1,000	9,139,864 (10,377) 33,173 20 (6,666) 1,108 (2,035) - (11,824)	
Permitting  Capital Project Total  Degrating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance  Membership  Website Maintenance  Utilities  Operating Expense Total	4,468,336 10,377 37,527 9,480 12,666 5,792 3,135 1,000 11,824	- 70,700 9,500 6,000 6,900 1,100 1,000	9,139,864 (10,377) 33,173 20 (6,666) 1,108 (2,035) - (11,824)	
Permitting  Capital Project Total  Degrating Expense  West Enos Recharge Facility  Administration/Management  Audit  Bank Charges  Insurance  Membership  Website Maintenance  Utilities  Operating Expense Total	4,468,336 10,377 37,527 9,480 12,666 5,792 3,135 1,000 11,824 91,800	13,608,200  - 70,700 9,500 6,000 6,900 1,100 1,000 - 95,200	9,139,864 (10,377) 33,173 20 (6,666) 1,108 (2,035) - (11,824) 3,398	

November 3, 2025

Prepared by: Fiona Nye/Dulce

Rocha

Agenda Item: 4b

#### FY 2025-26 Quarterly Actual to Budget Results

#### DISCUSSION:

The quarterly unaudited actual to budget results for the three-month period ended September 30, 2025, is attached as Exhibit "A". The report separates capital and operating expenditures.

The three-month year to date total net expenditures were \$686,000 compared to a budget of \$1.3 million. Actual net expenditures were \$604,000 or 42% under budget. This is primarily due to delayed expenses in construction. The full year approved FY 2025-26 budget is also included. There is an addition of \$500,000 to the budget for work on the Alt-5 Feasibility Study that was not included in the adopted budget. Exhibit "A" provides additional comments.

The cash balance as of September 30, 2025, was \$3.4 million. Based on actual and projected expenditures of approximately \$1.67 million and budgeted revenues of approximately \$556,000, the expected cash balance as of December 31, 2025 is \$2.28 million, as shown in Exhibit "B". If the projected federal grant revenues are not received due to the government shutdown, the projected cash balance would still be \$1.72 million. Based on the proposed FY2025-26 second and third quarter budget a cash call for \$250,000 is requested, each partner will be requested to fund \$125,000 into the GBJPA bank account in December 2025.

#### RECOMMENDATION:

That the Board approve a cash call in the amount of \$250,000.

#### **LIST OF EXHIBITS:**

Exhibit "A" – FY 2025-26 Actual to Budget Results (Unaudited)

Exhibit "B" – Cash Projection

# Exhibit "A" Groundwater Banking Joint Powers Authority

# Actual to Budget Results (Unaudited) Fiscal Year 2025-26

(in hundreds)

		(in hundreds	5)		
	Actual Budget to				
	09/30/25	Budget	Actual	Budget	FY2025-26 Budget Variance/Forecas
	(Unaudited)	FY 2025-26	(Over)/Under	Variance %	Comments
Kern Fan Groundwater Capital Project					
Engineering - Planning and Design Staff	\$ 25,350	\$ 21,300	\$ (4,050)	-19%	
Grant Administration and Reporting	7,770	2,450	(5,320)	-217%	Timing of expenditures
CWC and USBR Feasibility Studies	4,676	500	(4,176)	-835%	USBR study funded separately by IRWD
JPA Administration	17,450	13,050	(4,400)	-34%	
Agreements with State Agencies	8,020	6,400	(1,620)	-25%	
Engineering Design - Consultants	2,379	25,000	22,621	90%	Timing of expenditures
Engineering CA&I - Outside	3,611	24,000	20,389	85%	Timing of expenditures
Engineering-Alt 5 Feasibility Study	0	112,500	112,500	100%	Addition of \$500K for Feasibility Study
Construction	918,937	1,606,250	687,313	43%	
Legal JPA	173	3,750	3,578	95%	
Environmental	7,080	5,000	(2,080)	-42%	Timing of expenditures
Land	680	0	(680)	0%	
Capital Project Total	996,126	1,820,200	824,074	45%	<del>-</del>
Operating Expense  West Enos Recharge Facility	9,000	-	(9,000)	0%	
Administration/Management	450	18,725	18,275	98%	
Audit	-	2,450	2,450	100%	
Bank Charges	2,555	2,250	(305)	-14%	
Insurance	1,344	1,725	381	22%	
Membership	-,-	500	500	100%	
Website Maintenance	-	275	275	100%	
Utilities	347	1,250	903	72%	
Operating Expense Total	13,696	27,175	13,479	50%	_
		, <u>-</u>			-
evenue					
Interest Revenue	(2,555)	(1,625)	930	57%	
Grants	(321,426)	(554,938)	(233,512)	-42%	_
Revenue Total	(323,981)	(556,563)	(232,582)	-42%	<del>-</del>
					-
<b>Total</b>	\$ 685,840	\$ 1,290,812	\$ 604,972	47%	

# Exhibit "B" Cash Projection

Cash Balance as of 09/30/25 Q2 Budgeted Expenses Q2 Budgeted Revenues	3,403,895 1,676,273 (556,563)	3,403,895
Total	1,119,710	(1,119,710)
Estimated Cash Balance as of 12/31/25 w/o Cash Call		2,284,185
Q2 Cash Call Recommendation	-	250,000
Estimated Cash Balance as of 12/31/25 w/ Cash Call	_	2,534,185



October 10, 2025

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

**Re: West Enos Recharge Facilities Project** 

Weekly Report (Weeks 69-87)

Mr. Bartel,

This serves as a project update for Weeks 69-87 of the West Enos Recharge Facilities Project.

#### Earthwork Phase - Lonnie Cross

<b>Project Status as of:</b>	10-10-25	<b>Contract Totals</b>	
Notice to Proceed <sup>1</sup> :	2-9-24	Contract Amount:	\$1,148,849.53
Contract Duration:	150	Change Orders:	\$31,845.52
Completion Date:	7-8-24	Revised Amount:	\$1,180,695.05
Elapsed Days:	620	Work Completed:	\$1,174,352.37
Remaining Days:	-	% Completed:	99%
Change Order –	-		
Days:			

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

Lonnie Cross Land Leveling returned in September and October and completed the remaining earthwork at the West Enos Recharge Facility. This included the completion of the levee embankment fill in the area of the bore pit, the removal of the water supply sump at the existing ag well, and the completion of ripping and floating in the basin bottoms.

**Cased Crossing Phase – Allstate Boring** 

<b>Project Status as of:</b>	10-10-25	<b>Contract Totals</b>	
Notice to Proceed <sup>1</sup> :	2-29-24	Contract Amount:	\$678,388.00
Contract Duration:	90	Change Orders:	\$186,553.00
Completion Date:	5-29-24	Revised Amount:	\$864,941.00
Elapsed Days:	-	Work Completed:	\$854,441.00
Remaining Days:	-	% Completed:	99%
Change Order –	-		
Days:			

Allstate Boring completed the casing installation for all four cased crossings beneath Enos Lane and for the cased crossing beneath Stockdale Hwy. A Notice of Completion was recorded with the Kern County Recorder's Office on May 19<sup>th</sup>, 2025.

**Structures Package Phase – RLH Fire Protection, Inc.** 

Project Status as of:	10-10-25	<b>Contract Totals</b>	
Notice to Proceed <sup>1</sup> :	5-15-24	Contract Amount:	\$1,547,230.00
Contract Duration:	180	Change Orders:	\$977,409.87
Completion Date:	6-30-25	Revised Amount:	\$2,524,639.87
Elapsed Days:	514	Work Completed:	\$2,223,758.57
Remaining Days:	-	% Completed:	88%
Change Order –	320		
Days:			

RLH completed the pipeline installation work, pressure testing and acceptance, and the alignment surface restoration and fine grading. They also completed the installation of the Stockdale Highway crossing and turnout structure from the Strand Ranch Basin on the south side of Stockdale Highway. Upon completion of the levee earthwork by Lonnie Cross Land Leveling, RLH excavated the ends of the 42" HDPE crossing pipes on the west side of Enos Lane and installed the outlet channel and rip-rap.

RLH is working to complete punch-list items including mesh screens on ARV's, paint the casing vents and install reflective tape, and remove remaining materials from the project site.

Sincerely,

Curtis M. Skaggs, P.E.

Curtis Skaggs

## <u>Pictures (5-31-25 thru 10-10-25)</u>



Pipeline Installation on West Side of Enos Lane



Pipeline Installation on North Side of West Enos Recharge Facility



Installation of Water Supply Connection on West Side of Enos Lane



Fine Grading of Pipeline Alignment



Pressure Testing



Bollard Installation



Raised ARV's



Levee Earthwork



West Enos Crossing Outlet





October 10, 2025

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

Re: Phase I – Well Drilling and Equipping Project Weekly Report (Weeks 1-8)

Mr. Bartel,

This serves as a project update for Weeks 1-8 of the Phase I-Well Drilling and Equipping Project.

Phase 1 – Well Drilling & Equipping – Bakersfield Well & Pump Co.

<b>Project Status as of:</b>	10-10-25	<b>Contract Totals</b>	
Notice to Proceed:	7-1-25	Contract Amount:	\$5,622,221.00
Contract Duration:	325	Change Orders:	•
Completion Date:	5-21-26	Revised Amount:	-
Elapsed Days:	101	Work Completed:	\$735,496.00
Remaining Days:	-	% Completed:	13%
Change Order –	-		
Days:			

Bakersfield Well and Pump installed the conductor casings at Stockdale North Well #1 and Well #2 on July 30<sup>th</sup>, 2025 and the conductor casing at the West Enos Well #1 on July 31<sup>st</sup>, 2025. They mobilized at West Enos Well #1 first and began drilling the pilot hole on August 6<sup>th</sup>, 2025. The well was completed to a depth of 760-ft bgs with perforated intervals at the following depths:

- 320-ft to 340-ft
- 370-ft to 390-ft
- 440-ft to 510-ft
- 530-ft to 595-ft
- 630-ft to 670-ft
- 690-ft to 740-ft

West Enos Well #1 included .090-inch louvered casing with SRI Supreme 2:1 filter pack to a depth of 160-ft. The annular seal was placed from ground surface to 150-ft bgs. The gravel feed tube was installed to 165-ft bgs and the sounding/camera tube installed to 528-ft bgs.

The well was developed by mechanical development and pump development. The static water level was approximately 205-ft bgs and the pumping water level was between 312-ft and 341-ft bgs at a recommended pumping rate of 3,000 gpm with a pump setting of 520-ft bgs.

Bakersfield Well and Pump mobilized at Stockdale North Well #1 and began drilling the pilot hole on September 10<sup>th</sup>, 2025. The well was completed to a depth of 680-ft bgs with perforated intervals at the following depths:

- 390-ft to 540-ft
- 550-ft to 660-ft

Stockdale North Well #1 included .090-inch louvered casing with SRI Pathfines PF 2:1 filter pack to a depth of 310-ft. The annular seal was placed from ground surface to 300-ft bgs. The gravel feed tube was installed to 315-ft bgs and the sounding/camera tube installed to 388-ft bgs.

The Stockdale North Well #1 was swabbed and airlifted for approximately 60 hours and was completed on October 8<sup>th</sup>, 2025 with the NTU's around 10. Bakersfield Well & Pump began demobilizing the drilling rig to move to Stockdale North Well #2.

Sincerely,

Curtis M. Skaggs, P.E.

Curtis Skaggs

### <u>Pictures (7-30-25 thru 10-10-25)</u>



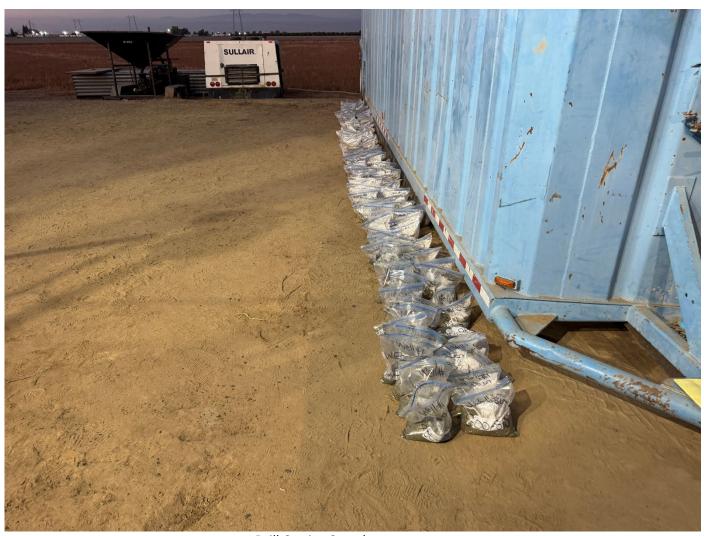
Conductor Casing Drilling



Conductor Casing



BW&P Mobilizing to West Enos Well #1 Site



**Drill Cutting Samples** 





Casing Pipe



20" Steel Casing, Louvered Section



Rig During Airlifting and Swabbing Process



Removing Rig from the Site



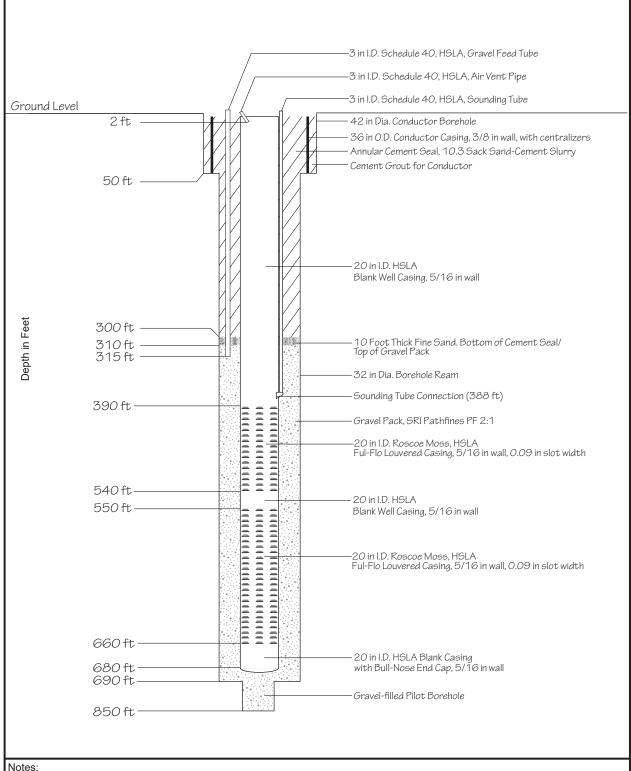
**Deviation Surveys** 



Water Pumping into Basin

**Groundwater Banking JPA/RRBWSD** 

18-Sep-25

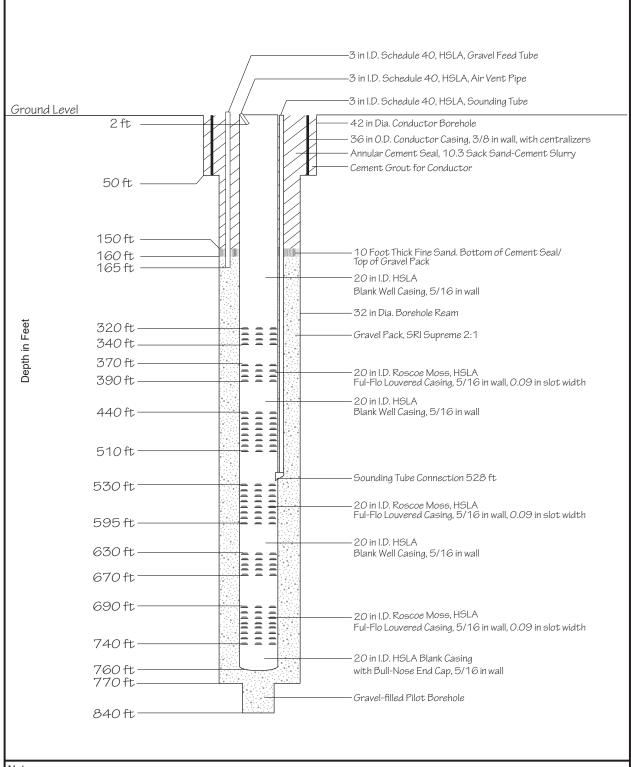


- 1. Not to Scale.
- 2. Casing centralizers installed every 120 ft (not shown).



**Groundwater Banking JPA/RRBWSD** 

13-Aug-25



#### Notes:

- 1. Not to Scale.
- 2. Casing centralizers installed every 120 ft (not shown).



# GBJPA West Enos Recharge Facilities Emergency Project Contract 1.8.2024

#### Contract Change Order Number 4

Date: 10/27/25

To:

**GBJPA** 

849 Allen Rd.

Bakersfield, Ca. 93314

From: Lonnie A. Cross Land Leveling, Inc.

P.O. Box 10149

Bakersfield, CA 93389

This Change Order modifies and amends the provisions of the Contract dated 1/8/2024 by and between GBJPA "Owner" and Lonnie A. Cross Land Leveling, Inc. "Contractor". The following items are hereby changed:

1. West Enos Change Order 4

\$ 25,750.00

See Attached

(Billed on upcoming invoice)

2. Extend contract time to 10/27/25

As a result of the changes described above, the amount payable to Contractor is modified as follows:

1. Increase the contract amount from \$1,251,874.44 to \$1,277,624.44

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Execution of this Change Order by both parties constitutes a binding agreement with regard to the direct costs relating to this change order. Subject to Owner's right to approve any additional compensation, Contractor reserves the right to request additional compensation at a later date with regard to the impacts or other indirect costs arising from or related to the work which is subject of this Change Order.

**CONTRACTOR** 

Owner

Lonnie A Cross Landleveling Inc.

**GBJPA** 

Kreg Trote President

By:

849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

November 11, 2025

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

**Agenda Item:** 7a

From: Dan Bartel

Re: Onyx Project Report

#### This month we:

- Continued operation of conveyance facilities.
- Recorded that the USGS did not verify South Fork station.
- Stream gaged at Doyle 5 times and Patterson 5 times to verify net project water.
- Coordinated Project operations with KRI's.
- Harder is working on model update for 2026 no-injury calculation.
- Redirected flows October 1-14, and 21-31. Net project water was 450 AF
- Worked with contractor on plan for stockwater well iron treatment services.
- Discussed conservation easement options with Audubon.

South Fork flows downstream of Bloomfield averaged 31 cfs plus calculated accretions of 3 cfs, for a total average flow of about 34 cfs.



Daily values in SFD = Seco	oaily values in SFD = Second Foot Davs. Monthly total in AF = Acre-Feet  October-2025																				
Date	South Fork			D.Prince (4,5,17,20-22,37)	Hafenfeld (5)	RRBWS	D (1,3,6,7,12,	Wirth1, 30,3	3, Boone)	J.Nicoll (3)	Audu (4,5,9,Wirt (20-22,Wirth	th1,17,18)		Smith (2/3 Smith)	RRBWSD	(1/3 Smith)	Total Diverted	So	outh Fork	RRBWSD to Isabella	
	Mean Flow	USGS - Onyx @ 0500	Accretions	Doyle Ranch Road	Mill/Hillside Miller Prince	Miller	Scodie/Mack	Landers	Nicoll	Redirected "Gross Project Water"	Nicoll	Cottonwood	Nicoll	Total Smith	Smith	Smith	Redirected "Gross Project Water"		Sierra Way "Flow"	Patterson "Flow"	"Net Project Water"
1	26	26	3		2.3	2.3		1.0		6.6	3.1			6.6	3.3	0.0	3,3	12	Yes	Yes	6.68
2	25	26	3		2.2	2.2		1.0		6.6	3.1			7.0	3.7	0.0	3.3	12	Yes	Yes	6.68
3	24	25	3		2.1	2.1		1.0		6.0	3.1			6.1	2.8	0.0	3.3	11	Yes	9.42	6.28
4	24	24	3	20.17	1.9	2.0		1.4		4.8	3.2			5.8	2.5	0.0	3.3	11	Yes	Yes	5.47
5	24	25	3		3.7	3.7		1.0		6.0	3.3			5.9	2.6	0.0	3.3	14	Yes	Yes	6.28
6	24	24	3		3.6	3.5		0.9		5.3	2.9			5.7	2.4	0.0	3.3	13	Yes	Yes	5.81
7	23	24	3		3.6	3.5		1.0		5.2	2.9			5.6	2.3	0.0	3.3	13	Yes	Yes	5.74
8	23	23	3		3.4	3.4		0.9		5.3	2.9			5.4	2.1	0.0	3.3	13	Yes	Yes	5.81
9	22	22	2		3.4	3.4		1.0		5.2	2.9			5.3	2.0	0.0	3.3	13	Yes	Yes	5.74
10	22	22	2	21.55	2.6	2.5		1.0		5.2	2.9			5.1	1.8	0.0	3.3	11	Yes	7.4	5.74
11	22	22	3		2.4	2.4		1.1		5.1	3.0			5.0	1.7	0.0	3.3	11	Yes	Yes	5.67
12	22	22	3		2.4	2.3		1.0		5.2	2.9			5.0	1.7	0.0	3.3	10	Yes	Yes	5.74
13	23	23	3		2.4	2.4		1.0		5.2	2.9			5.8	2.5	0.0	3.3	11	Yes	Yes	5.74
14	47	23	3		2.4	2.4		1.2		5.0	3.1			5.1	1.8	0.0	3.3	11	Yes	Yes	5.60
15	50	56	3		0.0	0.0		1.7		0.0	0.0			8.7	5.8	2.9	0.0	10	Yes	Yes	0.00
16	40	40	3		0.0	0.0		1.7		0.0	0.0			3.6	2.3	1.3	0.0	5	Yes	Yes	0.00
17	38	38	3	25.14	0.0	0.0		10.7		0.0	0.0			3.5	2.2	1.3	0.0	14	Yes	19.4	0.00
18	37	37	1		0.0	0.0		10.7		0.0	0.0			3.2	2.1	1.1	0.0	14	Yes	Yes	0.00
19	39	38	1		0.0	0.0		11.6		0.0	0.0			3.4	2.3	1.1	0.0	15	Yes	Yes	0.00
20	40	38	1		0.0	0.0		12.1		0.0	0.0			3.6	2.4	1.2	0.0	16	Yes	Yes	0.00
21	41	41	1		0.0	0.0		0.0		18.9	0.0	6.0	3.4	7.2	3.9	0.0	3.3	13	Yes	Yes	14.99
22	40	40	1		0.0	0.0		0.0		17.9	0.0	6.1	3.4	9.6	6.3	0.0	3.3	16	Yes	Yes	14.31
23	38	38	1		0.0	0.0		0.0		15.9	0.0	6.5	3.0	9.0	5.7	0.0	3.3	15	Yes	Yes	12.96
24	38	38	1	27.72	0.0	0.0		0.0		15.9	0.0	6.5	3.0	9.1	5.8	0.0	3.3	15	Yes	17.76	12.96
25	37	37	3		3.0	3.0		0.0		15.9	3.0	6.3		8.9	5.6	0.0	3.3	21	Yes	Yes	12.96
26	36	37	3		2.3	2.4		0.0		16.9	3.0	6.4		8.7	5.4	0.0	3.3	20	Yes	Yes	13.64
27	35	36	3		1.8	1.8		0.0		15.9	2.9	6.0		8.4	5.1	0.0	3.3	18	Yes	Yes	12.96
28	34	34	3		2.1	2.1		0.0		14.7	2.9	4.8		8.0	4.7	0.0	3.3	17	Yes	19.3	12.15
29	33	33	5		2.2	2.2		0.0		15.7	2.8	4.5		7.8	4.5	0.0	3.3	16	Yes	Yes	12.83
30	32	32	5		2.3	2.2		0.0		14.7	2.9	4.4		7.6	4.3	0.0	3.3	16	Yes	Yes	12.15
31	31	32	5	24.72	2.3	2.3		0.0		14.7	2.9	3.7		7.6	4.3	0.0	3.3	16	Yes	18.5	12.15
SFD	988	976	84		0 54 0	54	0	63	0	254	63	61	13	197	106	9	83	423	0	92	227
AF	1,960	1,935	166		0 108 0	107	0	125	0	503	124	121	25		210	18	164	839	0	3,642	450.26
		31	3		108					628	124		147		3.4	0.3		14			9.08

Cottonwood via the Landers USGS SFork at 0500 Miller ditch water is being split Prince and Haf. 50/50 https://wat
Redirected Historic Irrigation Demand Limit = 26 Bold ## on ##

South Fork Doyle Ranch Flow measurement, value carries for next week https://waterdata.usgs.gov/monitoring-location/11189500/#dataTypeId=continuous-00065-0&period=P7D

Bold ## on USGS denotes USGS gage verification or next week Accretions on 10/25 calculated to 5 cfs, used 3 cfs. Confirmed flow at Patterson on 10/28 so increased back to 5 cfs.

18

13.47

210

Heavy Precip 10/14 project off 10/15-10/20



October 29, 2025

Mr. Dan Bartel Rosedale-Rio Bravo Water Storage District 849 Allen Road Bakersfield, California 93314

Re: Scope of Work and Cost Estimate to Update the Onyx Groundwater / Surface Water Flow Model for Water Year 2025

Dear Mr. Bartel,

In response to Rosedale-Rio Bravo Water Storage District's (the District's) request, Thomas Harder & Co. (TH&Co) has prepared this scope of work and cost estimate to update the District's groundwater / surface water flow model ("the current model") for the Onyx Ranch Project ("the Project"). The Project consists of discontinuing irrigated crop production in most areas of the Onyx and Smith Ranch Properties (which together comprise the Project site) and directing surface water, otherwise diverted to the Project site from the South Fork of the Kern River, downstream to Isabella Reservoir. For this update, the model simulation period will be extended through the end of Water Year 2025 (October 1, 2024 through September 30, 2025). Once updated, the model will be used to estimate the percentage of redirected Project water that reaches Isabella Reservoir for each year within the Project period (hereafter referred to as the "transmission efficiency").

# **Background**

The current model simulates groundwater and surface water flow in the vicinity of the South Fork of the Kern River ("South Fork") in the area immediately upstream (east) of Isabella Reservoir ("the Reservoir"). This area is hereafter referred to as the "model area". Within the model area, there are numerous canals off the South Fork that supply water to local farms for crop irrigation. Diversion gates at the head of these canals can be opened to allow South Fork water to flow into these canals and ultimately to local fields for crop irrigation. The Project involves closing the diversion gates for some fields thereby allowing water that would have otherwise been directed to these fields to continue to the Reservoir. This water is hereafter referred to as "redirected Project water".

#### **Model Time Periods**

The "total period" for the current calibrated model extends from January 1, 2005 to September 30, 2024 whereas the "Project period" extends from January 1, 2008 to September 30, 2024 (i.e., the Project period begins 3 years after the start of the total period). As part of this effort, the total period of the model will be updated to extend from January 1, 2005 to September 30, 2025. The Project period for analysis will extend from January 1, 2008 to September 30, 2025.

# **Objective**

The objective of the modeling is to estimate the Project transmission efficiency. It is TH&Co's understanding that the District will use the hindcast modeling results of the updated model to update their "Percent of Redirected Flow" curve. The curve is a graph of TH&Co's transmission efficiencies versus the District's "Percent April-July 1st Point Natural" values. TH&Co's transmission efficiencies are the basis for a "no injury factor", which we understand is calculated by the District as 100% minus the transmission efficiency.

# **Scope of Work**

The current model is calibrated to historical data through September 2024. As noted above, this scope of work (SOW) involves updating the current model through WY2025 and running the Project hindcast.

Our proposed SOW consists of six tasks as follows:

- Task 1 Obtain Hydrogeologic Data
- Task 2 Update Model Input Files
- Task 3 Assess and Update Model History Match ("Model Calibration")
- Task 4 Conduct Project Simulation and Quantify Annual Transmission Efficiencies
- Task 5 Technical Memorandum
- Task 6 Project Management.

Details regarding each of these tasks are provided below.





# Task 1 Obtain Hydrogeologic Data

TH&Co will obtain from the sources noted in italics below, the following hydrogeologic data for the update period (WY2025):

- Monthly South Fork Kern River surface water flow at the United States Geological Survey (USGS) gaging station at Onyx (to be obtained from on-line source)
- Monthly South Fork Kern River surface water diversions between the USGS gaging station at Onyx and Lake Isabella (*to be obtained from the District*)
- Monthly redirected flows, and the locations thereof (to be obtained from the District)
- Monthly Lake Isabella surface elevations and evaporation rates (to be obtained from on-line source)
- Monthly North Fork Kern River surface water flow at the US Army Corps of Engineering station at Kernville (to be obtained from on-line source)
- Monthly groundwater production data for Wilson 2 and the Onyx wells (i.e., Scodie, Pruitt, Nicoll, Mack, and Landers) (to be obtained from the District)
- Monthly evapotranspiration data throughout the model area (to obtained from the District)
- Monthly groundwater level data from the following 33 wells/piezometers (*to obtained from the Audubon Society and the District*):
  - o Audubon wells (Hyd-1, -2, -4, -9, -11, and -13)
  - o SP-2 and SP-4
  - o Lieb, Boone, Pruitt, Gibboney-2 and Gibboney-3 piezometers
  - o Mack Field West, Onyx Store, and Ranch Headquarters domestic wells
  - o Nicoll Field, Landers Sand, and Onyx Store old agricultural wells
  - o Prince
  - o Mill S
  - o 26S/34E-13J01
  - o 26S/34E-14J02
  - o 26S/34E-15N
  - o 26S/34E-20N01
  - o 26S/35E-04Q01
  - o 26S/35E-18M01
  - o 26S/35E-19K01.
  - o Smith 1, Smith 2, and Smith 3 piezometers
  - East Onyx and West Onyx piezometers





# Task 2 Update Model Input Files

This task will involve using the data obtained from Task 1 to update the model input files. The model simulator is the USGS's widely-used MODFLOW code. For this task, the only model input files ("packages") that will be updated using the data from Task 1 will be parameters that change with time (groundwater pumping, recharge, diversions, etc). The general functions of these packages, and the parameters to be updated, are as follows:

- Discretization (DIS) package: The physical dimensions (e.g., model layering and model cell dimensions) and time increments of the model are specified in this package. The time increments are expressed as the number of days in each month. The additional 12 months necessary to update the model (i.e., WY2025) will be incorporated into the DIS package.
- Streamflow Routing (SFR) package: Surface water flow and surface water-groundwater exchange is simulated with this package. Monthly South Fork flows at the USGS gaging station at Onyx are direct inputs to this package as are the monthly North Fork Kern River flows at the Kernville gaging station. Monthly diversions from the South Fork into the various irrigation canals are also direct inputs to this package. As noted above, the District redirected water along the South Fork for WY2025. The flow rates involved and the locations at which the water was redirected will also serve as direct input to this package. Finally, monthly surface water evaporation rates are direct inputs to this package.
- General Head Boundary (GHB) package: This package is used to simulate groundwater exchange at the shoreline of the Lake. Monthly lake surface elevations serve as direct input to this package.
- Well (WEL) package: This package is used to simulate groundwater pumping and mountain front/block recharge; the latter is largely assumed to be at the head of the many canyons in the model area. Monthly pumping from wells that are metered (Scodie, Pruitt, Nicoll, Mack, Landers, and Wilson 2) for WY2025 will be used as direct input to the WEL package. Pumping for the unmetered wells will continue to be estimated based on agricultural demand and adjusted as necessary through history matching with consideration given to the number wells and pumping rates.
- Unsaturated-Zone Flow (UZF) package: Conceptually speaking, this package is used to apply water at the ground surface derived from precipitation, surface water deliveries, and pumping. This package also simulates evapotranspiration within the riparian area and returns all water that rises to the ground surface within the riparian area to the nearest location within the South Fork Kern River. Calculations external to MODFLOW to account for evapotranspiration, as provided by the District, will be conducted to update the UZF package. Surface deliveries are measured at the diversion gates (i.e., the upstream end of the canals) and not at the farm (i.e., the downstream ends of the canals); therefore,





assumed canal losses will also be included in the external calculations to estimate how much surface water – a portion of which becomes recharge as "return flow" - is delivered to the various farms. The assumed canal losses will be checked as part of the history matching assessment. As such, the UZF package is interdependent with the SFR package described earlier.

# Task 3 Assess and Update Model History Match ("Model Calibration")

TH&Co will run the updated model and assess its ability to match updated groundwater elevations at the 33 wells/piezometers listed above in Task 1 through WY2025. The assessment will involve visual inspection of hydrographs and statistical methods. TH&Co will adjust model input parameters using manual and/or automated techniques to improve the history match as necessary.

# Task 4 Conduct Without Project Simulation and Quantify Annual Transmission Efficiencies

The updated model described in Tasks 2 and 3 will include the redirected water in WY2025 ("Project scenario"). TH&Co will need to prepare a ("No Project scenario") for analysis with the model from which to compare the water reaching Isabella Reservoir under the Project scenario actual condition, since the Project was intermittently implemented (i.e., water was redirected) after 2021. This is necessary to estimate the transmission efficiency and no injury factor. For this task, TH&Co will need to obtain from the District the following:

- Where and how much of the redirected surface water would have been diverted to fields, absent the Project. TH&Co will modify the SFR and UZF packages accordingly for the No Project scenario.
- How much groundwater would have been pumped from District wells. TH&Co will modify the WEL package accordingly for the No Project scenario.

Annual transmission efficiencies will be calculated on a water year (WY) basis (i.e., October through September) for WY2008 through WY2025. The transmission efficiency (*TE*), expressed as a percentage, will be calculated as follows:

$$TE = \frac{(SWO_{Proj} - SWO_{No\ Proj}) + (GWO_{Proj} - GWO_{No\ Proj})}{RPW}$$





where all terms on the righthand side of the equation are expressed in units of acre-feet and the subscript "Proj" denotes "Project conditions". The terms *SWO* and denote *GWO* denote model-predicted surface water outflow to the Lake and groundwater outflow to the Lake, respectively, The term *RPW* is the redirected project water provided by the District and used as input to the model.

#### Task 5 Technical Memorandum

TH&Co will incorporate the updated model analysis into a Technical Memorandum (TM). The budget for this task includes up to two additional versions of the Technical Memorandum (a revised draft and a final version). The TM will include supporting figures and tables, including the three revised Surface Water, Unsaturated Zone, and Saturated Zone water budgets as appropriate.

## **Task 6 Project Management**

This task accounts for managing all administrative and technical aspects of the project. As such, it includes Principal-level time to respond to phone and electronic mail correspondence, participate in occasional update discussions, and attend meetings.

#### **Cost Estimate and Schedule**

The cost for the SOW presented herein is \$74,380 as shown in **Table 1**. Assuming data through September 2025 are readily available and can be obtained by November 30, 2025, we anticipate the first draft of the TM can be provided by March 31, 2026.

TH&Co appreciates your ongoing trust and the continuing opportunity to provide consulting services to the District. If you have any questions, please contact us any time.

Sincerely,

Thomas Harder, P.G., C.HG. Principal Hydrogeologist

Thomas Harder





# Cost Estimate for Hydrogeological Services Groundwater Model - Onyx Ranch Project

Task	Description	Principal Hydro- Geologist \$240/hr	Senior Hydro- Geologist \$180/hr	Project Hydro- Geologist \$155/hr	Staff Hydro- Geologist \$135/hr	Total Cost
1	Obtain Hydrogeologic Data	0	0	20	20	\$5,800
2	Update Model Input Files	4	8	44	8	\$10,300
3	Assess and Update Model History Match ("Model Calibration")	12	8	40	40	\$15,920
4	Conduct Project Simulation and Quantify Annual Transmission Efficiencies	16	16	32	24	\$14,920
5	Technical Memorandum	24	32	40	16	\$19,880
6	Project Management	16	0	24	0	\$7,560

Total 72 64 200 108 \$74,380



849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

Nobember 11<sup>th</sup>, 2025

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

# Improvement Projects

#### **Engineering/Construction Consultant Updates:**

See below for invoicing through July on the design work for the pond layout of McCaslin North and the Dillard property. The McCaslin North design is currently approximately 60% complete (see attached).

(Through August) Mc-N/Dillard Design \$64,780 of the approved \$128,500 proposal

#### **SCADA Projects:**

District staff successfully applied for and received approval to join the GOES (Geostationary Operational Environmental Satellites) network, a system typically reserved for select government agencies. Participation in the GOES program provides significant benefits to the District, enabling data transmission from monitoring sites in remote areas where cellular service is unavailable. Unlike radios or cellular devices, the GOES system transmits data via satellite, and is the same technology utilized by the USGS to monitor flow rates in the South Fork. Staff are currently in the process of establishing the first remote monitoring site, with an estimated implementation cost of \$10,000–\$15,000. The District's long-term goal is to replace all three monitoring sites, which is expected to save approximately one hour of staff time per day in addition to reducing fuel expenses. The first system has already been ordered and has been delivered to the office. Plan on dry field testing at office week of 11/10 - 11/14.

#### **West Superior Weir Reconstruction**

Retrofit of the superior weir structure – Weir structure west of Superior Rd. and east of Enos Hwy. Staff has removed the boards and cleaned the structure to make a plan for the retrofit. West superior weir is not a critical measuring point within the Goose Lake Channel so modifications will be made to hold an upstream water surface and allow an approximate 200 cfs to flow through (see picture). The District is looking to retrofit the two middle bays with sluice gates. Cost of gates are approximately \$12,000 each, and District staff will be ordering two to go across the middle bays of the West Superior Weir. District staff will bring ratification of the gates to the September board meeting. Gates have been ordered and will be delivered in December.

#### **Goose Lake Channel Hydraulics Improvements**

The Goose Lake Channel has experienced ongoing issues due to poor hydraulics within the earthen channel. These conditions limit conveyance efficiency and contribute to maintenance challenges during high-flow events. District staff are looking at opening up and widening the channel in a north-south section off of Wegis Ave. District staff will be renting an excavator and a dump truck to widen the canal, slowing the velocities in the channel, and limiting erosion. Work is complete and appears to have improved Channel hydraulics. Drone footage of the channel was collected and the District will be taking a more proactive approach to managing the Channel.

**Recommendation:** none

# **SCADA Projects**

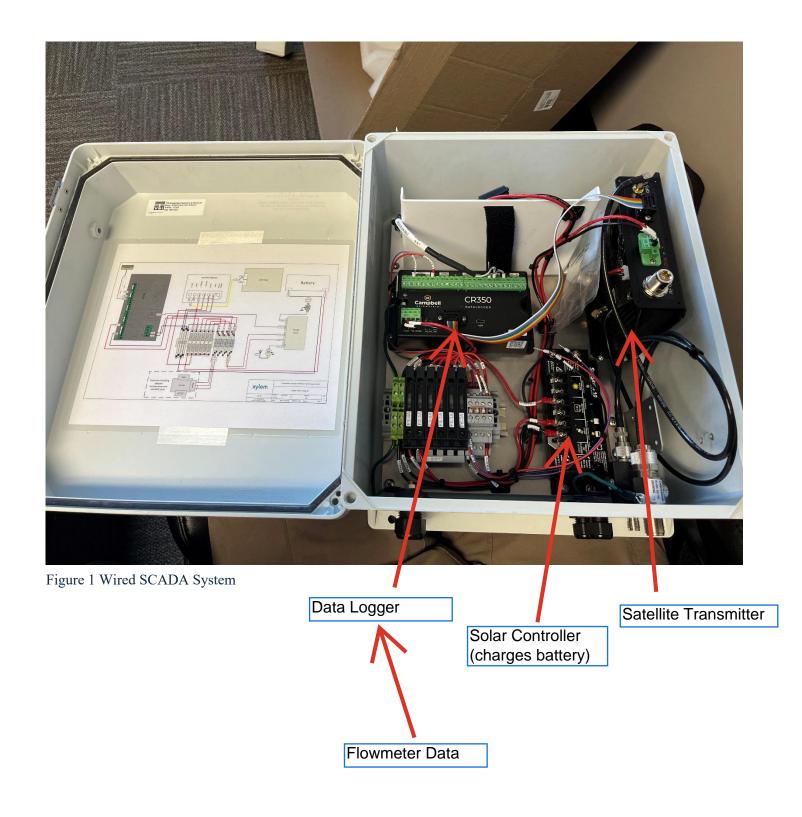




Figure 2 Example of full set up



849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

November 11, 2025

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

Agenda Item: 7c.

From: Rachelle Echeverria

Re: Consideration of Change Order for Environmental Service – Dillard/Solar Project

#### **Discussion:**

This memo is to inform you of a proposed revision to the scope of environmental consulting services for the Dillard Groundwater Recharge and Solar Project. Rincon Consultants, Inc. has submitted Change Order No. 2 to reflect updated CEQA compliance requirements and an extended project timeline to April 2026.

Following completion of the Project Description and during preparation of the Initial Study, staff directed Rincon to proceed with a Mitigated Negative Declaration (IS-MND). This change ensures comprehensive environmental review and mitigation planning for the proposed recharge and solar facility.

The revised scope includes the following key tasks:

- Task 4.3 Screencheck Draft IS-MND
   Preparation of a draft IS-MND for internal review prior to public release.
- Task 4.4 Public Review Draft IS-MND
   Incorporates Board and staff comments and prepares the document for a 30-day public review period. Rincon will also handle noticing and State Clearinghouse submittals.
- Task 4.5 Final IS-MND and Mitigation Monitoring and Reporting Plan (MMRP) Includes responses to public comments, preparation of the Final IS-MND, and development of the MMRP. Rincon will attend the Board hearing for adoption.
- Task 6 Project Management
   Additional coordination and oversight to support the extended timeline and added deliverables.

#### Recommendation:

Staff recommends approval of Change Order No. 2 for \$35,639 to proceed with the revised CEQA documentation.

#### **Rincon Consultants, Inc.**



180 North Ashwood Avenue Ventura, California 93003 805-644-4455

October 31, 2025 Rincon Project No. 24-16294

Dan Bartel, Engineer-Manager Rosedale-Rio Bravo Water Storage District 849 Allen Road

Bakersfield, California 93314 Via email: <u>dbartel@rrbwsd.com</u>

Subject: Change Order No. 2: Environmental Consulting Services for Groundwater Recharge Projects, Kern County, CA

Dear Mr. Bartel:

Rincon Consultants, Inc. (Rincon) is pleased to provide this amendment to our previously approved scope of work, for environmental consulting services for Rosedale-Rio Bravo Water Storage District's (Rosedale) Groundwater Recharge Projects. Following completion of the Project Description (Task 2) and while drafting the Initial Study (Task 4) for the Dillard Groundwater Recharge and Solar Array Project (Project), on September 2, 2025, Rosedale met with Rincon and directed a change in services for California Environmental Quality Act (CEQA) compliance, requesting the preparation of a Mitigated Negative Declaration (MND) following completion of the Initial Study.

The following proposal describes our modified approach for supporting Rosedale with CEQA compliance, as well as a schedule for completion of the scope of work and cost proposal.

# Scope of Work

Task 4 Dillard Groundwater Recharge and Solar Facility Initial Study

#### Task 4.3 Screencheck Draft Initial Study

Our previous scope of work included an Administrative Draft Initial Study (IS) and Final IS. Under this modified scope of work, Rincon will prepare a Screencheck Draft IS-MND for Rosedale to review after receiving comments on the Administrative Draft IS, and prior to preparing the Final IS for public review, ensuring technical studies and mitigation measures for all components of the project are incorporated.

#### Deliverables

Screencheck Draft Initial Study

#### Task 4.4 Public Review Draft IS-MND

Rincon will address one round of consolidated comments from Rosedale on the Screencheck Draft IS and then use the Final IS to prepare the Public Review Draft IS-MND. It is assumed that addressing Rosedale's comments will not require additional, new analysis or field investigation, and that Rosedale will be responsible for resolving any conflicting comments prior to providing comments to Rincon. We will submit an electronic MS Word version to Rosedale for review and confirmation that all previous comments have been adequately addressed. Rincon will provide the final Public Review Draft IS-MND in PDF format for posting on Rosedale's website.



Rincon will prepare the Notice of Completion (NOC), Notice of Intent (NOI) to Adopt an IS-MND, and the State Clearinghouse summary form and file the notices and IS-MND to the State Clearinghouse. We assume Rosedale will authorize Rincon to submit documents to the State Clearinghouse on its behalf through CEQA Submit. We assume Rosedale will be responsible for filing notices with the Kern County Clerk. Rincon will publish the NOI in one local newspaper, assumed to be the Bakersfield Californian. This scope of work assumes the newspaper will not charge more than \$1,000.00 to publish the notice.

#### Deliverables

- Public Review Draft IS-MND
- Draft NOI, NOC, and State Clearinghouse summary form
- Final NOI and NOC for posting on Rosedale's website

#### **Assumptions**

- Rosedale will post the final version of the Public Draft IS-MND on Rosedale's website for a 30day public review period.
- Rincon will file the notices with the State Clearinghouse. Rosedale will request that the State Clearinghouse allow Rincon to submit documents on its behalf through CEQA Submit.
- Rosedale will be responsible for submitting the NOI to the Kern County Clerk and for paying any applicable filing fees.
- Rincon will publish the NOI in a local newspaper, presumably the Bakersfield Californian.
- This scope of work does not include providing documents that are accessible pursuant to the ADA or reproduction of hard copies of the Public Review Draft IS-MND, both of which can be provided for an additional cost.
- This scope of work assumes Rincon will mail up to 250 black-and-white letters, comprised of the NOI, to owners and occupants, responsible agencies, and interested parties.

#### Task 4.5 Final Draft IS-MND and MMRP

After completion of the 30-day review period, and upon receipt of all public comments on the Draft IS-MND, Rincon will prepare draft responses to comments and the Administrative Final IS-MND for Rosedale review and comment. This will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft IS-MND that may be necessary.

This scope of work assumes up to 20 comment letters will be received, including one lengthy (over five pages) and/or substantive letters, which can be adequately responded to in a maximum of 30 professional staff hours. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon the close of the public comment period.

Rincon will provide the Administrative Final IS-MND (including draft responses to public comments and the Mitigation Monitoring and Reporting Plan) in electronic format for Rosedale to review. Rincon will revise the Final IS-MND based on one round of consolidated comments from Rosedale. Rincon will then provide up to five hard copies and an electronic version of the Final IS-MND for Rosedale approval. One Rincon staff member will attend the Public Hearing at the Rosedale Board of Directors meeting when the Final IS-MND is considered for adoption.



Upon adoption of the Final IS-MND, Rincon will prepare the Notice of Determination (NOD) and file the notice with the State Clearinghouse. We assume that Rosedale will file the NOD with the Kern County Clerk, and that Rosedale will be responsible for paying applicable filing fees for the Kern County Clerk and the California Department of Fish and Wildlife (currently \$2,968.75 for 2025, and may increase in 2026).

Rincon will prepare an MMRP utilizing Rincon's standard format. The MMRP will be provided in a format designed for use by planners, environmental monitors, or engineers. Essentially, the MMRP will take the form of a detailed table, which will compile all the mitigation measures developed in the IS-MND, as well as information necessary to monitor compliance with each measure. The MMRP will include:

- All mitigation measures identified in the IS-MND
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- · Frequency of monitoring
- Criteria to be used to determine compliance with conditions

#### **Deliverables**

- Administrative Draft Final IS-MND and Final IS-MND
- Response to Comments and MMRP in electronic format
- NOD signed by Rosedale for filing with the State Clearinghouse and County Clerk

#### Task 6 IS-MND Project Management

Under Task 6, Rincon will continue to provide overall project management and coordination through all tasks. Due to changes from the original contract, we have added additional project management and coordination time, including an additional four (4) coordination calls, to be attended by up to 3 Rincon staff, estimated at 60 minutes each. This additional time is needed to support extended timeframe of the project and addition of the MND task as described above.

#### **Schedule**

The proposed schedule for completion of the scope of work detailed above is provided in the summary table below. Rincon is committed to providing project deliverables to Rosedale within the schedule outlined below. This schedule assumes that Rosedale will provide prompt responses to all project information requested because such information will inform the environmental analysis. The ability to meet this schedule also depends on consideration to the assumptions outlined below and the timing of Rosedale providing a revised cultural resources report to complete the draft and final CEQA document.



Task 4 Dillard Groundwater Recharge & Solar Facility Initial Study	Duration	Dates
Task 4.1/4.2: Prepare Administrative Draft Initial Study	5 weeks	11/7/2025 - 12/12/2025
Rosedale Review Administrative Draft Initial Study	2 weeks	12/12/2025 - 12/26/2025
Task 4.3: Prepare Screencheck Draft Initial Study	2 weeks	12/26/25 - 1/9/2026
Rosedale Review Screencheck Draft Initial Study	1 weeks	1/9/2026 - 1/16/2026
Task 4.4: Prepare Public Review Draft IS-MND and Public Review Noticing	2 weeks	1/16/2026 - 1/30/2026
Public Review Period	30 days	1/30/2026 - 3/2/2026
Task 4.5: Prepare Administrative Final IS-MND and Draft Responses to Comments, MMRP, and NOD	3 weeks	3/2/2026 - 3/26/2026
Rosedale Review Administrative Final IS-MND, Responses to Comments, MMRP, and NOD	2 weeks	3/26/2026 - 4/9/2026
Prepare Final IS-MND, Responses to Comments, MMRP, and NOD	1 week	4/9/2026 - 4/16/2026

# **Assumptions**

A number of assumptions have been utilized in characterizing this scope of work and associated cost estimate. These assumptions are listed below. Should any of these assumptions need to be adjusted during execution of the project, the scope and cost may need to be revised.

- Rincon will utilize budget for this scope of work under the existing professional services agreement associated with Task 1 Project Management and Task 4.1 Initial Study Checklist.
- No changes to the Project Description will occur once preparation of the CEQA document has commenced. Should additional changes to the Project Description occur, this may delay the schedule of the Project and additional fees may need to be assessed.
- The cultural resources report will be received from Rosedale to complete work on Task 4.1 and 4.3.
- The cultural resources report (archaeological, paleontological, historic) will adequately address CEQA significance thresholds with minimal additional analysis and include all areas described in the project description.
- Rincon will be responsible for filing the NOD with the State Clearinghouse. Rosedale will be
  responsible for filing the NOD with the Kern County Clerk and for payment of all filing fees,
  including the CDFW filing fee which is \$,2968.7 in 2025. Filing fees are anticipated to change
  in 2026.
- Rincon will address one round of consolidated comments from Rosedale on each deliverable, to be provided as tracked changes in Word. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- All comments from Rosedale will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in MS Word). All comments will clearly indicate the



requested changes. If there are multiple reviewers, Rosedale will be responsible for reconciling conflicting comments prior to sending to Rincon.

- Costs have been allocated to tasks based upon Rincon's proposed approach. Rincon may reallocate costs among tasks and/or direct costs as circumstances warrant so long as the adjustments maintain the total price within its authorized amount.
- This cost estimate assumes an extension of the timeframe associated with the IS-MND through April 2026.

#### **Cost Estimate**

As shown in Table 1 below, total cost for this scope of work is **\$35,639**. The cost estimates are provided as additional budget needed to complete Tasks 4.3, 4.4, 4.5, and 6 above with the modified contract.

#### Table 1 Cost Summary

Task		Estimated Cost
Task 4.3	Screencheck Draft IS-MND	\$8,662.00
Task 4.4	Public Draft IS-MND	\$7,176.00
Task 4.5	Response to Comments and Final IS-MND	\$12,277.00
Task 6	IS-MND Project Management	\$7,524.00
Total		\$35,639.00

Thank you for your consideration and for this opportunity to support your projects. If you have any questions regarding this proposal, please contact Kristin Pittack at <a href="mailto:kpittack@rinconconsultants.com">kpittack@rinconconsultants.com</a>, or Jennifer Jacobus at <a href="mailto:jacobus@rinconconsultants.com">jacobus@rinconconsultants.com</a>.

#### Sincerely.

Rincon Consultants, Inc.

Kristin Pittack, MS Senior Planner Jennifer Jacobus, PhD Principal

#### **Attachments**

Attachment 1 Rincon Multi-year Fee Schedule



#### Standard Fee Schedule for Environmental Sciences and Planning Services

		Hourly Rate	
Professional, Technical and Support Personnel*	January 1 – December 31, 2025	January 1 – December 31, 2026	January <b>1</b> – December 3 <b>1</b> , 2027
Senior Principal	\$330	\$342	\$354
Principal	\$318	\$329	\$341
Director	\$318	\$329	\$341
Senior Supervisor II	\$302	\$313	\$324
Supervisor I	\$282	\$292	\$302
Senior Professional II	\$264	\$273	\$283
Senior Professional I	\$246	\$255	\$264
Professional IV	\$218	\$226	\$234
Professional III	\$203	\$210	\$217
Professional II	\$180	\$186	\$193
Professional I	\$160	\$166	\$172
Associate III	\$135	\$140	\$145
Associate II	\$121	\$125	\$129
Associate I	\$113	\$117	\$121
Field Technician	\$97	\$100	\$104
Technical Editor	\$152	\$157	\$162
Project Accountant	\$129	\$134	\$139
Billing Specialist	\$111	\$115	\$119
Publishing Specialist	\$124	\$128	\$132
Clerical	\$111	\$115	\$119

<sup>\*</sup> Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

#### **Reimbursable Expenses**

Direct Cost	Rates
Photocopies - B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies - Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies - 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

<sup>\*</sup>Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Other Direct Costs.** Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

**Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

# KERN COUNTY SUBBASIN MANAGERS MEETING AGENDA

Location: GEI/Teams

Date: November 7, 2025 Time: 8:00 - 10:00AM

## 1. GSP Implementation Updates

- a. Well Inventory
- b. GWL / GWQ Monitoring Network Data Gaps & Analysis
- c. Subsidence Programs
  - Aqueduct Tasks
  - Friant-Kern Canal Tasks
  - Subbasin-wide Tasks
- d. Outreach and Engagement

# 2. Basin Study Updates

a. Water Budget Review Questions

## 3. Annual Report Coordination

a. Progress Updates and GSA Needs

# 4. GSP Implementation (Managers Only Discussion)

- a. Financial Report
  - Vendor Billing/Payment Status
  - Contracts and Cash Calls
- b. Cost Share Agreement 3 Options
  - GSP Implementation Spreadsheet
- c. WMP and GWQ Monitoring
  - Subcommittee Updates
- d. Coordination Agreement Mentions

Agenda Item	Materials	Review By Date	Notes/Instructions
<b>2</b> a	Water Budgets	Friday (ongoing effort)	Review individual water budgets and coordinate with Mike Maley if you have GSA-specific water budget questions.
			Please be prepared to discuss Subbasin-wide water budget questions.
	Meeting Presentations	n/a	Past and Friday's presentations
<b>4</b> a	<u>Financial Report</u>	Friday	Review spreadsheets and overview provided by BV

# KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308 Meeting of the Board of Directors October 27, 2025, 2:00 p.m.

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:

https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBaglaC.1

Telephone Dial-in: (669) 900-6833 Meeting ID: 879 1682 8311 Password: 795650

#### KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

#### 1. Roll Call- Quorum Determination.

In the absence of a quorum, the Board will handle only those items not needing a quorum.

- 2. Flag Salute
- 3. Public Input

This portion of the meeting is set aside to provide the public with an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment

- 4. Approval of Minutes
  - a. \*September 22, 2025 (Jenny)
- 5. Financial Report
  - a. \*Financial Report & Accounts Payables (Jenny)
- 6. Administration
  - a. Executive Director Report (Jenny)
  - b. Landowner Assessment Ad Hoc (Jenny)
  - c. Nov/ Dec Meeting Schedule
- 7. DWR Grant Administration
  - a. Report on Grant Administration (Jason)
- 8. County of Kern Participation
  - a. Kern County Participation Ad Hoc Committee Report (Royce)
- 9. Legal (Valerie)
  - a. Statewide Update
- 10. New Business

- 11. Correspondence
- 12. Closed Session
  - a. KNDLA Assessment
- 13. Adjournment

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the location of the KNDLA meeting during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

# KERN COUNTY WATER AGENCY CROSS VALLEY CANAL ADVISORY COMMITTEE

#### MEETING NOTICE & AGENDA Stuart T. Pvle Water Resources Center

3200 Rio Mirada Drive Bakersfield, California

October 22, 2025

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
  - a. Update on the Kern Fan Project Alternative No. 5 Feasibility Study
- 3. Public Comment
- 4. Approval of Cross Valley Canal Advisory Committee Meeting Minutes

Regular Meeting – August 27, 2025

- 5. Report of the Water Resources Manager
  - a. Update on Cross Valley Canal Construction/Maintenance Project
- 6. Report on Cross Valley Canal Operations and Deliveries
  - a. Operations and Maintenance Activity
  - b. Year-to-Date Deliveries
- 7. Recommendation to Request Proposals for the Flow Meter Study for Conveyance Facilities of the Cross Valley Canal and Banking Projects
- 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

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

3200 Rio Mirada Drive, Bakersfield, CA 93308

Phone: (661) 634-1400

Minutes August 27, 2025

The Cross Valley Canal Advisory Committee conducted its regular meeting Wednesday, August 27, 2025 at 1:30 p.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:

Arvin-Edison Water Storage District Jeevan Muhar Cawelo Water District David Ansolabehere

David Halopoff, alt Kristina Budak, alt Improvement District No. 4 Kern County Water Agency Sheridan Nicholas Jamie Marquez, alt

Jason Gianquinto, alt

Kern Delta Water District Steve Teglia

> Richard Iger, alt Skye Grass

Kern Tulare Water District Trent Taylor, alt Rosedale-Rio Bravo Water Storage District

Roy Pierucci, alt

Members Absent:

Fresno-Tulare Group John Michael Domondon, alt

Others Present:

Kern County Water Agency

**Director Royce Fast** Director Gene Lundquist Director Martin Milobar

Director Charles (Bill) Wulff, Jr.

Lauren Bauer

James Ciampa, Lagerlof, LLP

J.T. Gardiner Nick Pavletich Madison Robinson Wesley Shryock Monica Tennant Steve Yoder

Arvin-Edison Water Storage District Sam Blue

Call to order – 1:30 p.m. Chairman Sheridan Nicholas called the Cross Valley 1. Canal (CVC) Advisory Committee (Committee) meeting to order at 1:30 p.m. and directed the Committee to the agenda for further discussion. The meeting was conducted by Go To Meeting and telephone conference, so the agenda items that required an action by all participants were taken as a roll call vote.

Cross Valley Canal Advisory Committee Minutes – August 27, 2025 Page 2 of 4

2. <u>Appointment of the 2025-26 Cross Valley Canal Advisory Committee Officers</u> Kern County Water Agency (Agency) staff recommended Madison Robinson be appointed as the CVC Committee Secretary.

Action: Steve Teglia made a motion and Trent Taylor seconded to approve appointing Madison Robinson as Secretary for the term beginning August 27, 2025.

Roll call vote: Ayes: Ansolabehere, Budak, Grass, Muhar, Nicholas, Taylor &

None

Absent: Domondon

Noes:

- 3. Cross Valley Canal Advisory Committee Members Report Trent Taylor announced that the kick-off meeting for the Kern Fan Alternative 5 Feasibility Study will be held on September 2, 2025. Members of the Agency and Ground Water Banking Joint Powers Authority will be in attendance. Mr. Taylor reported that Dan Bartel recommended a member from the CVC Committee be present at the meeting to ensure transparency and stated that David Halopoff will serve as that representative. Lauren Bauer noted that the Kern Fan Alternative 5 will be a standing item on the agenda under the Committee Members Report beginning in September to provide Rosedale-Rio Bravo Water Storage District the opportunity to give regular updates.
- 4. Public Comment No comments.
- 5. Approval of Cross Valley Canal Advisory Committee Meeting Minutes

Noes:

<u>Action</u>: David Ansolabehere made a motion and Steve Teglia seconded to approve the Committee minutes from the June 25, 2025 regular meeting.

Roll call vote: Ayes: Ansolabehere, Budak, Grass, Muhar, Nicholas, Taylor &

Teglia None

Absent: Domondon

- 6. Report of the Water Resources Manager
  - a. <u>Update on Cross Valley Canal Construction/Maintenance Project</u> Lauren Bauer reported that the Agency is continuing to collaborate with entities outside of the CVC regarding the request for a metering proposal. She stated the updated proposal will be brought back to the Committee for review and consideration in September. Ms. Bauer noted that Attachment 1 to the memo was reformatted and asked the Committee for feedback.
  - b. <u>Update on Cross Valley Canal Losses</u> Lauren Bauer reported that the draft accounting procedure, memo and 2021 and 2022 reconciliations were sent to the loss ad hoc for review. Once finalized, the procedure, memo and accounting will be distributed to the Committee. She noted that the procedure does not require CVC Committee approval.
- 7. Report on Cross Valley Canal Operations and Deliveries
  - a. Operations and Maintenance Activity Steve Yoder reported Agency staff repaired the packing box on and reinstalled pump 3G (100 hp) at CVC Pumping Plant No. 3A; rebuilt a spare siphon breaker actuator for CVC pumps; cleaned CVC pumps

Cross Valley Canal Advisory Committee Minutes – August 27, 2025 Page 3 of 4

> and pumping plant buildings using the water truck; pulled motor 1D (565 hp) at CVC Pumping Plant No. 1A and delivered it to the motor shop for repairs; installed pump 1A (100 hp) at CVC Pumping Plant No. 1A; pulled pump 4B (250 hp) at CVC Pumping Plant No. 4A; cleaned the ARMCO trash racks for Improvement District No. 4 (ID4) using the Gradall excavator; installed a new Programable Logic Control terminal block at CVC Pumping Plant No. 3B: performed electrical preventative maintenance on CVC turnouts; electrically disconnected pump 6M (600 hp) at CVC Pumping Plant No. 6B; replaced the speed sensor on pump 1A (100 hp) at CVC Pumping Plant No. 1A; made an emergency delivery to ID4; dewatered River Turnout No. 1 and performed a gate inspection; escorted the contractor to troubleshoot CVC Supervisory Control and Data Acquisition (SCADA) radios; replaced air conditioner filters at all CVC pumping plants; transported recyclable metals to recycling site; performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator; burned tumbleweeds along CVC fence lines and rights-of-way when permitted by San Joaquin Valley Air Pollution Control District; assisted electrical staff 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 Operations and Maintenance (O&M) Center: performed post-emergent herbicide applications: performed minor fence and gate repairs; performed road and levee maintenance and washout repairs 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.

> Jeeven Muhar asked for additional detail on the pump 4B issues. Steve replied that the pump has multiple issues and requires extensive repairs. Mr. Yoder clarified that the 4B motor is in storage. Lauren Bauer stated that an email will be sent out to the Participants to provide a more detailed explanation.

- b. <u>Year-to-Date Deliveries</u> Monica Tennant reported that deliveries for July 2025 totaled approximately 15,700 acre-feet. All water was delivered in forward flow and consisted of Central Valley Project and State Water Project water.
- 8. Recommendation to Request Proposals for Engineering and Design Services for the Input/Output Card Modernization Project at the Cross Valley Canal Pumping Plants J.T. Gardiner reported that the SCADA system for the 13 CVC pumping plants relies on now outdated Programable Logic Controllers (PLC) and Signal Line Circuit Input/Output (I/O) cards. Since the equipment is obsolete, obtaining replacement parts and service is very difficult. The Agency requires a qualified electrical engineering consultant to develop a complete set of bid documents for public bidding of the work to upgrade the existing PLCs and I/O cards at each pumping plant. The new equipment will be designed to communicate with the existing CVC SCADA system. Mr. Gardiner stated that this item was previously presented to the Committee in May, at which time the Committee requested consultation with legal counsel regarding bidding requirements. James (Jim) Ciampa of Lagerlof, LLP, confirmed that the Agency is subject to the Public Contract Code, which limits design-build projects to a threshold of \$5 million. As the anticipated value of this project is approximately \$900,000, it falls well below that threshold. Agency

Cross Valley Canal Advisory Committee Minutes – August 27, 2025 Page 4 of 4

staff are seeking authorization to issue a Request for Proposal (RFP) for engineering and design services only. The RFP specifies that any firm providing engineering and design services will be eligible to bid on the subsequent construction contract.

Lauren Bauer further clarified that the project must be completed in separate phases, beginning with the design phase, rather than a single contract. Ms. Bauer confirmed that this project is already included in the CVC O&M Budget. Sheridan Nicholas asked how the Agency estimated the cost and Ms. Bauer replied that the Agency's consultant, Northern Digital, Inc. (NDI), previously provided a proposal for design and construction. She further clarified that NDI's proposal included individualized programming at each facility as a precaution and it is anticipated to cost less as programming may be replicated across facilities. Trent Taylor asked how the Agency will ensure the successful bidder does not design the project in a way that limits others from bidding on the construction. Mr. Gardner replied that Agency staff would review the bid to eliminate sole sourcing. Ms. Bauer further elaborated that it is the Agency's understanding that the work is not proprietary and primarily consists of programming.

Action: Jeeven Muhar made a motion and Skye Grass seconded to authorize the Water Resources Manager to request proposals for Engineering and Design Services for the Input/Output Card Modernization Project at the Cross Valley Canal Pumping Plants, subject to approval of General Counsel as to legal form, as outlined in the August 27, 2025 staff memorandum to the Cross Valley Canal Advisory Committee, Agenda Item No. 8.

Roll call vote: Ayes: Ansolabehere, Budak, Grass, Muhar, Nicholas, Taylor &

Teglia

Noes: None Absent: Domondon

9. <u>Adjourn</u> – Chairman Sheridan Nicholas adjourned the Committee meeting at 1:47 p.m.



20.2.1

TO: Cross Valley Canal Advisory Committee

Agenda Item No. 5a

FROM: Lauren Bauer

DATE: October 22, 2025

SUBJECT: Update on Cross Valley Canal Construction/Maintenance Projects

### <u>Issue</u>:

Update on Cross Valley Canal construction/maintenance projects.

# **Recommended Motion:**

 $\overline{\text{None} - \text{information only}}$ .

#### **Discussion:**

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

# Cross Valley Canal Monthly Facilities Improvement and Construction Project Update October 2025

#### 1. Task H – HEC-RAS Model Compilation and Hydraulic Analysis

- A. Pump Curves
  - 1. Description: Determine and refine pump curves.
  - 2. Next Project Milestone:
    - a. Obtain factory curves for A-Plant pumps.
    - b. Conduct field verification of CVC pump flow versus head (lift) data.
      - i. At the May 1, 2023 CVC Hydraulic Improvement Project ad hoc committee (HIP ad hoc) meeting, it was suggested Cascade pump could perform the pump testing and create curves. This work was not part of the scope for this task
      - ii. More discussion is needed to determine the next steps for this work.

#### B. Model Compilation

- 1. 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.
- 2. Consultant Contract: GEI Task H
- 3. Participant Group: CVC Integrated Canal Participants
- 4. Progress to date:
  - a. Draft technical memorandum distributed to the CVC Participants on January 28, 2021
  - b. Consultant presented the technical memorandum to the CVC Advisory Committee on February 24, 2021.
  - c. Issued final technical memorandum on April 19, 2021.
  - d. Conduct field verification of the model 1,000 cubic feet per second (cfs) flow test of CVC Pools 4 through 6.
    - To be completed under Item No. 6.
- 5. Next Project Milestone:
  - a. Pending development of a Request for Proposal (RFP)/Request for Qualifications (RFQ) to conduct a comprehensive assessment of the CVC for a suite of potential solutions.
  - b. Prepare next steps for mitigation of the following:
    - . Perform review of CVC pumping plant control philosophy.
      - Incorporated into Task J to discuss how CVC pumps are currently operated.
    - ii. Pool 1 dependence on California Aqueduct (Aqueduct) operations.
      - Aqueduct graph updated in final report.
    - iii. Explore impacts of adjusted Aqueduct water levels on CVC capacity.
      - The scope of work was to provide hydraulic analysis for the CVC canal
        and pumping plant facilities infrastructure improvements, not to evaluate
        the Aqueduct water levels and whether it could provide a consistent water
        surface elevation could be maintained to run the CVC at full capacity.
        There is no task dedicated to perform this analysis.
      - More discussion is needed to determine the next step.
    - iv. Pool 1A reverse flow hydraulics (back siphonage).

- EGS and WR Ops to continue discussion.
- v. Prepare feasibility analysis and develop project schedule for proposed mitigations.
  - Spreadsheet developed and presented to HIP ad hoc on July 18, 2023.

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

- A. 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.
- B. Consultant Contract: GEI Task J
- C. Participant Group: CVC Integrated Canal Participants
- D. Progress to date:
  - 1. Completed preparation of consultant proposal.
  - 2. Received Kern County Water Agency (Agency) Board of Directors (Board) authorization to execute task order on March 25, 2021.
  - 3. Completed data collection effort.
  - 4. Completed conceptual draft design review of A-Plant forebays technical memo on June 11, 2021.
  - 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.
- E. Next Project Milestone:
  - 1. Prepare pump submergence assessment.
    - a. Multiple discussions occurred. It was determined that lowering the pump submergence water surface elevation will not help with achieving 1,422 cfs flow with how the CVC is operated.
    - b. Lowering water levels to increase velocity was not a viable solution.
  - 2. Prepare channel freeboard evaluation.
    - a. Freeboard mitigation covered under Item No. 5 "Cross Valley Canal I-5 Siphon Outlet Freeboard Mitigation".
  - 3. Coordinate technical study with findings from the Approach Channel and Water Level Fluctuation Hydraulic Analysis.
  - 4. Submit draft technical memorandum to the Agency.
    - a. Based on discussions with Agency staff, it was determined that trying to do this study with the model would not be beneficial as the canal would not be operated this way in the field. A draft technical memorandum was not developed.

# 3. Task K – Pumping Plant Forebay Approach Channel and Water Level Fluctuation Hydraulic Analysis

- A. 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.
- B. Consultant Contract: GEI Task K
- C. Participant Group: CVC Integrated Canal Participants
- D. 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 Plant Nos. 1 through 5.
- 6. Completed testing of mitigation measures for Pumping Plant Nos. 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.
- 12. Recommended dissipater block design included an array of six blocks in the A-Plant approach channel and three blocks in the B-Plant approach channel.
- 13. The addition of blocks only in the B-Plant approach channel has not been confirmed using the physical model at Pumping Plant Nos. 1 through 5.
  - a. Adding the blocks in only one of the approach channels was shown to reduce the water level fluctuations, but having blocks on both shows the most significant reduction.

#### E. Next Project Milestone:

- 1. Pending development of an RFP/RFQ to conduct a comprehensive assessment of the CVC for a suite of potential solutions.
- 2. Determine if recommendations to install blocks in the A-side and B-side channel of the canal will be implemented.
  - a. At the May 1, 2023 HIP ad hoc meeting, there was a discussion regarding the concern of increasing headloss due to the addition of the blocks. If any action is taken, the ad hoc committee recommended adding blocks to CVC Pool 2 in phases and evaluate the headloss near the forebay based on adding the blocks.
  - b. More discussion is needed prior to moving forward.
  - c. The dissipator blocks project was removed from the current CVC Operations and Maintenance Budget (CVC O&M Budget) at the request of the CVC Budget Subcommittee in November 2023.

#### 4. Task F – Pumping Plant B Forebay Modifications

- A. Description: Prepare contract bidding documents to hydraulically isolate Pumping Plant 'B' forebays and install pump forebay vortex mitigation modifications.
- B. Consultant Contract: GEI Task F
- C. Participant Group: CVC Expansion Participants
- D. 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. Pumping Plant 'B' Forebay Vortex Reduction Project Pumping Plant No. 2B project estimate of probable construction cost was estimated at \$760,208 in May 2021. The HIP ad hoc requested Agency staff postpone the Notice to Invite Bids and determine any cost-saving alternatives. A summary of alternatives and potential cost savings was developed by Agency staff.
  - 7. On June 21, 2021, the HIP ad hoc recommended proceeding with Alternative 2 to fabricate and install baffle walls at Pumping Plant No. 2B only.
  - 8. Completed review of removeable baffle wall system price quotations from fabrication shops for Pumping Plant No. 2B.
  - 9. Determined to delay purchase of inflatable dam system.

- 10. Received Agency Board approval to purchase baffle wall system for Pumping Plant No. 2B on December 15, 2021.
- 11. Approved purchase of CVC Pumping Plant No. 2B Forebay Baffle Wall Fabrication in December 2021.
- 12. Received baffle walls from fabricator in November 2022.
- 13. Installed baffle walls in Pumping Plant No. 2B in April 2024 and staff will monitor for reduction of vortices in the forebay.

#### E. Next Project Milestone:

- 1. Pending development of an RFP/RFQ to conduct a comprehensive assessment of the CVC for a suite of potential solutions.
- 2. Continue developing project procurement alternatives.
  - a. More discussion with the HIP ad hoc is needed to determine the next step for this work
- 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.
  - a. The Project was postponed in June 2021 in favor of purchasing baffle walls.
  - b. Agency staff will monitor forebay and baffle wall conditions at Pumping Plant No. 2B, report the results and reevaluate project based on the reported results.

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

- A. 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.
- B. Consultant Contract: Meyer Civil Engineering, Inc. (Meyer)
- C. Participant Group: CVC Integrated Canal Participants
- D. 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 CVC Pool 2 Liner Raising Project.
  - 7. Received 90 percent complete plans for CVC Pool 2 Liner Raising Project.
  - 8. Finalized the review of 90 percent completed plan submittal for CVC Pool 2 Liner Raising Project.
  - 9. Received and reviewed 95 percent completed plans and specifications for CVC Pool 2 Liner Raising Project.

#### E. Next project milestone:

- 1. Pending development of an RFP/RFQ to conduct a comprehensive assessment of the CVC for a suite of potential solutions.
- 2. Review and evaluate CVC Pool 2 Liner Raising Project design based on Task M Post-expansion (1,422 cfs) HEC-RAS model compilation and hydraulic analysis.
  - a. Meyer has completed 95 percent of the plans for the CVC Pool 2 Liner Raising Phase 1 on December 23, 2021. Design was paused until the HEC-RAS model findings could be compared to Meyer's model. There was no direction given to Agency staff to continue completing the design of the CVC Pool 2 Liner Raising Project. Funds to complete the design are included in the 2025 CVC O&M Budget.
  - b. Agency staff recommend raising the CVC Pool 2 liner elevation.
- 3. Request design proposal for CVC Pool 3 Liner Raising Project.
  - a. Funds for the project design are included in the 2025 CVC O&M Budget

pending the CVC Advisory Committee's approval to proceed with the project. The CVC Pool 3 Liner Raising Project requires completion of the CVC Pool 2 Liner Raising Project.

b. Agency staff recommend raising the CVC Pool 3 liner elevation.

#### 6. Field Verification of Model Evaluation

- A. Requested by the HIP ad hoc committee during the May 1, 2023 meeting.
- B. Description: Collect field data, including flow data, water surface elevations, Aqueduct deliveries and SCADA data for CVC Pools 1 through 6 at a flow rate near or greater than 1,000 cfs.
- C. Work to be performed by Agency staff
- D. Participant Group: CVC Integrated Canal Participants
- E. 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 CVC Pools 1 through 3.
  - 3. Completed water surface elevation and flow data for CVC Pools 1 through 3 in March 2019.
- F. Next project milestone:
  - 1. Conduct field verification on the model 1,000 cfs flow test of CVC Pools 4 through
    - a. Completed data collection field sheets and maps for CVC Pools 4 through 6.
    - b. Collected water surface elevations and flow data on December 19, 2023. Measured flow was 790 cfs in Pool 4, 602 cfs in Pool 5, and 371 cfs in Pool 6.
  - 2. Discuss field verification data following data collection.

#### **Completed Projects**

#### 1. Task C – Pumping Plant B Spare Pump Procurement

- A. Description: Procure one spare 800-horsepower (hp) pump, two spare 700-hp pumps and one spare 600-hp pump for 'B' Pumping Plants.
- B. Consultant Contract: GEI Task C
- C. Participant Group: CVC Integrated Canal Participants
- D. 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. Filed Notice of Completion in June 2023.
- 18. Project complete.

#### 2. Task E – Pumping Plant Power Outage Mitigation

- A. 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.
- B. Consultant Contract: GEI Task E
- C. Electrical Field Consultants: Electrical Power Systems (EPS) and Northern Digital Inc. (NDI)
- D. Participant Group: CVC Integrated Canal Participants
- E. 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 Plant Nos. 1B and 2B.
  - 6. Received consultant proposals for Pumping Plant Nos. 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.
  - 14. Project completed.

#### 3. Pioneer Inlet Modifications and Repair

- A. 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.
- B. Consultant Contract: GEI
- C. Participant Group: CVC Integrated Canal Participants
- D. 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.
- 14. Filed Notice of Completion recorded July 1, 2024.
- 15. Project completed.

#### 4. Task L – Pre-Expansion (922 cfs) Hydraulic Capacity Evaluation

- A. 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.
- B. Consultant Contract: GEI Task L
- C. Participant Group: CVC Integrated Canal Participants
- D. 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
  - 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, CVC 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.

#### 5. Task M – Post-Expansion (1,422 cfs) Hydraulic Capacity Evaluation

- A. Description: Prepare a HEC-RAS model reflecting changes to the CVC based on the 2007 canal Expansion.
- B. Consultant Contract: GEI Task M
- C. Participant Group: CVC Integrated Canal Participants
- D. 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 CVC 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.
  - 12. Final hydraulic analysis report completed August 4, 2023. All comments were addressed in an email and sent out to HIP ad hoc. Final report sent to the CVC Advisory Committee on May 5, 2025.



20.3.3

TO: Cross Valley Canal Advisory Committee

Agenda Item No. 6a

FROM: Steve Yoder

DATE: October 22, 2025

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

#### <u>Issue</u>:

Report on Cross Valley Canal operations and deliveries.

#### **Recommended Motion:**

 $\overline{\text{None} - \text{information only}}$ .

#### **Discussion:**

A summary and graph of the Cross Valley Canal operations, maintenance and deliveries for September 2025 is provided as Attachment 1.

# CROSS VALLEY CANAL REPORT ON OPERATIONS, MAINTENANCE AND DELIVERIES OCTOBER 2025

#### **CROSS VALLEY CANAL**

#### **OPERATIONS**

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

Deliveries by Turnery	California Aqueduct SWP	California Aqueduct CVP	CVC Total
Deliveries by Turnout:	(AF)	(AF)	(AF)
Rosedale-Rio Bravo Central Intake	1,016	-	1,016
Arvin-Edison Turnout	1,267	1,946	3,213
Friant-Kern Canal Pump-in	2,965	4,099	7,064
Lined Losses - Pools 1-6	76	104	180
Calloway Canal Intertie	-	2,711	2,711
Lined Losses – Pool 7	12	18	30
Henry C. Garnett Water Purification Plant	1,819	-	1,819
Lined Losses – Pool 8	26	-	26
Total	7,181	8,878	16,059

#### MAINTENANCE AND REPAIRS

- Escorted the consultant to CVC Pool 4 for a biological survey;
- Transported recyclable metals from all CVC pumping plants;
- Built wood storage crates for CVC reverse flow siphon hardware;
- Inspected and repaired, as needed, lifelines throughout the CVC;
- Installed and tested pump 6M (600 HP) motor at CVC Pumping Plant No. 6B;
- Removed and trimmed trees at the discharge of River Turnout Nos. 1 and 2;
- Replaced a section of chain link fence in CVC Pool 8;
- Escorted the contractor to make repairs to the air conditioner at CVC Pumping Plant No. 7;
- Responded to and reported an attempted burglary at CVC Pumping Plant No. 7;
- Performed a full safety inspection on the CVC:
- Replaced the packing gland on pump 4A (100 HP) at CVC Pumping Plant No. 4A;
- Cleaned all CVC pumping plants and pumps using the water truck;
- Performed a Programmable Logic Control network test for CVC communications;
- Replaced air conditioner filters at all CVC pumping plants;
- Transported recyclable metals to recycling site;
- Performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator;
- Burned tumbleweeds along CVC fence lines and rights-of-way when permitted by San Joaquin Valley Air Pollution Control District;
- Assisted electrical staff 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 Operations and Maintenance (O&M) Center;

- Performed post-emergent herbicide applications;
- Performed minor fence and gate repairs;
- Performed road and levee maintenance and washout repairs 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.



20.2.1

TO: Cross Valley Canal Advisory Committee

Agenda Item No. 6b

FROM: Monica Tennant

DATE: October 22, 2025

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

#### Issue:

Report on Cross Valley Canal operations and deliveries.

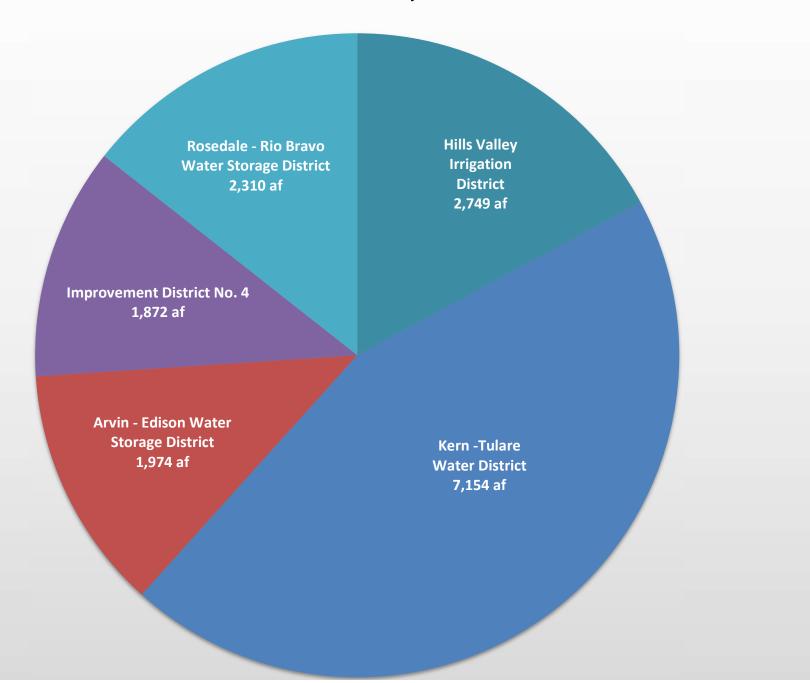
#### **Recommended Motion:**

None – information only.

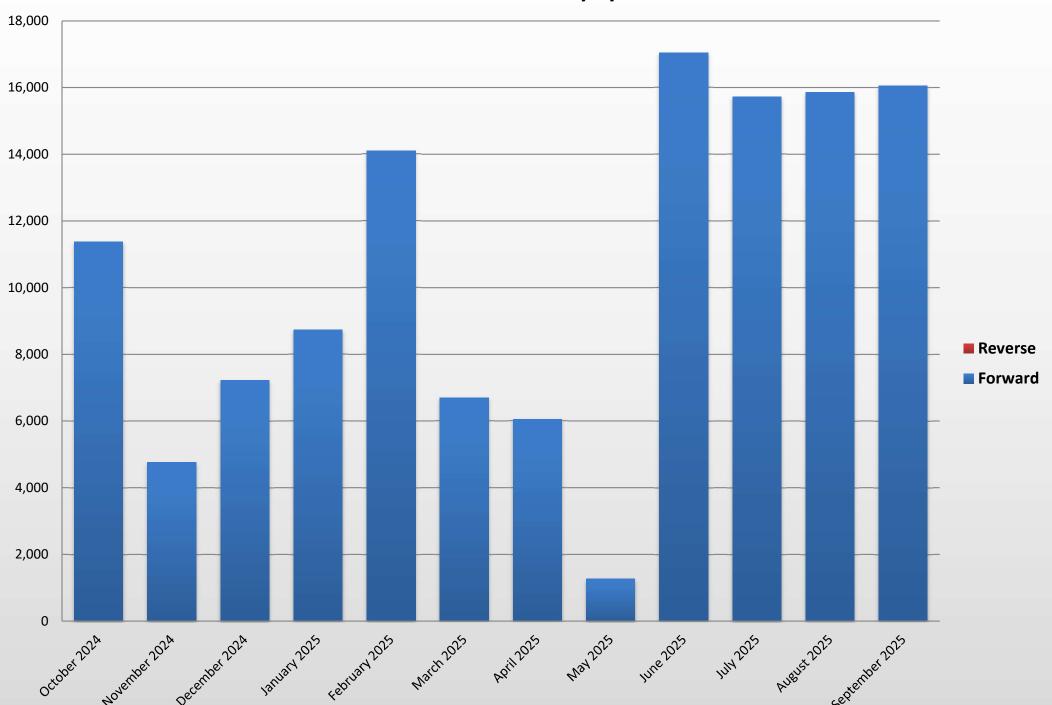
#### **Discussion:**

A summary and graph of the Cross Valley Canal (CVC) operations, maintenance and deliveries for September 2025 is provided as Attachment 1. Graphs illustrating deliveries by direction of flow and by source over the last 12 months are provided as Attachments 2 and 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.

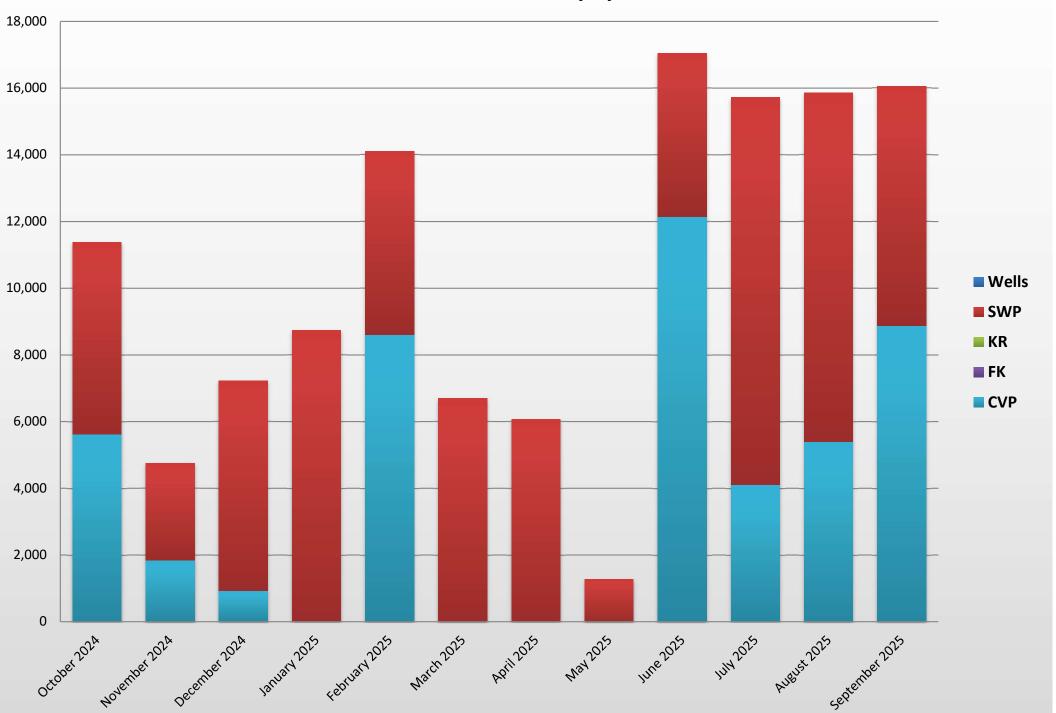
### Cross Valley Canal September 2025 Deliveries Total deliveries 16,059 af

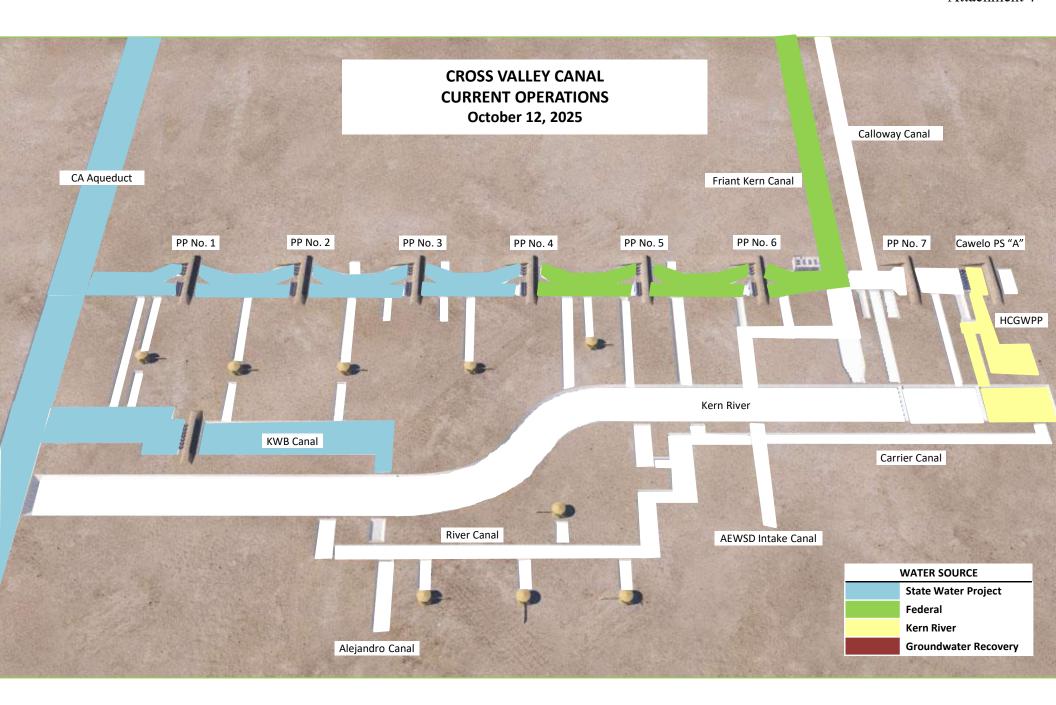


# Cross Valley Canal Twelve Month Delivery by Direction



# Cross Valley Canal Twelve Month Delivery by Source





#### **Cross Valley Canal**

#### **Pump and Flow Configuration**

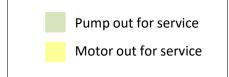
#### Last Updated on October 12, 2025

			'A' Pu	mping I	Plants								'B' Pu	mping	Plants		
		A	В	С	D	E	F	G	Н	J	Total cfs	К	L	м	N	Total cfs	Total cfs
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	31	TBD	180	11/1/25	180	180	TBD	31		602	167	167	167		500	1,102
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	565	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	10/1/25	180	70	31		922	167	167	167		500	1,422
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			,
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	843	167	167	167		500	1,343
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	1/1/26	180	180	180	70	31	70	31	773	167	167	167		500	1,273
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	70	31	70	31	843	167	167	167		500	1,343
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	11/9/25	31		812	40	185	185	90	500	1,312
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	31				342						342

Note: Return to service dates are subject to change.

Current spares:

- Bell/Bowl/Impeller sets: 100 hp (31cfs), 250 hp (70cfs) and 400 hp (140 cfs);
- Pump/Appurtenances: 600 hp (200 cfs), 700 hp (167 cfs) and 800 hp (167 cfs); and
- Motors: 100 hp, 200 hp, 250 hp, 350 hp, 400 hp, 600 hp, 700 hp and 800 hp.





20.2.1

TO: Cross Valley Canal Advisory Committee

Agenda Item No. 7

FROM: J.T. Gardiner

DATE: October 22, 2025

SUBJECT: Recommendation to Request Proposals for the Flow Meter Study for Conveyance

Facilities of the Cross Valley Canal and Banking Projects

#### **Issue:**

Recommend the Water Resources Manager to request proposals for the Flow Meter Study for Conveyance Facilities of the Cross Valley Canal and Banking Projects.

#### **Recommendation:**

Recommend the Water Resources Manager to request proposals for the Flow Meter Study for Conveyance Facilities of the Cross Valley Canal and Banking Projects, subject to approval of General Counsel as to legal form, as outlined in the October 23, 2025 staff memorandum to the Cross Valley Canal Committee, Agenda Item No. 3.

#### Discussion:

As part of the operation of the Cross Valley Canal (CVC) and the banking projects, the Kern County Water Agency (Agency) relies on the functionality and operation of numerous flow meters to accurately monitor flows of the canal, recharge and recovery. The Agency has prepared a Request for Proposals for a consultant to perform the following services:

- 1. A meter condition assessment to review and document the condition of the 56meter locations on the CVC and 94 well meters that would include the Pioneer Project, Berrenda Mesa Project, Joint Use Recovery Project (JURP) wells, Kern Water Bank, West Kern Pipeline and Improvement District No. 4 (ID4) wells;
- 2. Conduct a meter analysis of the accuracy of the CVC by individual pool, North, Central and South Pioneer, the Berrenda Mesa Project, ID4 wells and JURP wells. The analysis will analyze the accuracy of the various metering systems. Identify the critical meters on each system as well as redundancies. Identify locations where additional meters may be needed to ensure accurate measurement of flows; and
- 3. An alternative bid item to expand the assessment and analysis to include 30 Rosedale-Rio Bravo Water Storage District wells; and

Cross Valley Canal Advisory Committee Agenda Item No. 7 October 22, 2025 Page 2 of 2

4. The study will make recommendations concerning the installation and/or improvements to the meters and the overall metering system, including recommendations for additional meter locations.

Agency staff will contact contractors to thoroughly promote the proposal process. Proposals will be opened on November 25, 2025. After the proposals are opened and reviewed, a recommendation will be presented at the next CVC Advisory Committee and Agency Board of Directors meetings, respectively.

#### PIONEER PROJECT PARTICIPANTS

Special Agenda

Thursday, October 9, 2025 12:00 p.m. – 1:00 p.m.

Conference Line: (872)-240-3311
Access Code: 516-202-301#
https://meet.goto.com/516202301

- 1. Update on Current Operations
- 2. Update on the North Pioneer West Basin Weir Plan Bid Opening
- 3. Authorization to Amend the 2025 Pioneer Budget
- 4. Update on the Aerial Photogrammetry Results
- 5. Update on the Remaining Pioneer Well Sites
- 6. General Updates
  - a. Pioneer Recharge Plan
  - b. McAllister Inlet Canal
  - c. Construction Projects
  - d. Pioneer GSA
- 7. Other

Administration (Table 2)
Recharge O&M (Table 3)
Recovery O&M (Table 4)
Subtotal
Replacement - Recharge Facilities (Table 5)
Capital - Recharge Facilities (Table 6)
Capital - Recovery Facilities (Table 7)
Subtotal
Total

TABLE 1 10/9/2025

#### Pioneer Project 2025 Budget Amended

2024 Budget	Actual 8/31/2024	nticipated 2/31/2024	:	Total 2024 Expense	Amount Remaining	2025 Budget
\$ 1,022,900	\$ 402,600	\$ 382,000	\$	784,600	\$ 238,300	\$ 1,314,000
358,000	130,200	108,600		238,800	119,200	600,300
624,900	518,000	147,400		665,400	(40,500)	844,500
2,005,800	1,050,800	638,000		1,688,800	317,000	2,758,800
3,558,700	86,200	55,300		141,400	3,417,300	3,086,000
820,600	8,800	4,300		13,100	807,400	1,498,000
12,000		-		-	12,000	87,000
4,391,300	95,000	59,600		154,500	4,236,700	4,671,000
\$ 6,397,100	\$ 1,145,800	\$ 697,600	\$	1,843,300	\$ 4,553,700	\$ 7,429,800

#### Pioneer Project 2025 Budget Administration <sup>[1]</sup> Amended

(1) (2) (3) (4) (5) (6) (7) (8)

			2024	Actual	Anticipated		Total	Amount	2025
Activity	Description		Budget	8/31/2024	12/31/2024	2	2024 Expense	Remaining	Budget
Salaries and Benefits	Agency Staff	\$	89,500	\$ 62,928	\$ 31,460	\$	94,388	\$ (4,888)	\$ 91,600
2. Operations									
Subtotal			-					-	
3. Maintenance [2]									
Subtotal			130,300	20,300	109,300		129,600	700	150,500
4. Administration [3]									
Subtotal			7,000	87,603	87,000		174,603	(167,603)	181,300
Professional Services [4]									
Subtotal			6,000	195	100		295	5,705	6,000
6. Structures and Improvements									
Subtotal			-				-	-	
7. Pioneer survey of record [5]	Professional Services		62,000	-	42,000		42,000	20,000	20,000
Sustainable Groundwater Management Act									
	Agency Staff, Administration		125,000	101,359	50,700		152,059	(27,059)	200,000
	Professional Services		150,000	53,030	26,500		79,530	70,470	150,000
	Basin Coordination Fees	I (	200,000	69,850	34,900		104,750	95,250	200,000
Subtotal		1	475,000	224,239	112,100		336,339	138,661	550,000
Property fencing - bike path									
	Agency Staff, Administration		22,500		-		-	22,500	28,600
	Professional Services		46,000	-	-		-	46,000	52,000
	Structures and Improvements [6]		178,600		-		-	178,600	234,000
Subtotal	•		247,100	,			-	247,100	314,600
10. Aerial Photogrammetry									
	Agency Staff, Administration		-	32	-		32	(32)	-
	Professional Services		6,000	7,347	-		7,347	(1,347)	-
	Structures and Improvements		-	-	-		-	-	-
Subtotal			6,000	7,379	-		7,379	(1,379)	-
Total		\$	1,022,900	\$ 402,600	\$ 382,000	\$	784,600	\$ 238,300	\$ 1,314,000

<sup>[1]</sup> This budget includes administration of leases, easements, storage accounts, budgets, attending meetings, collecting Kern Fan Monitoring Committee water levels and water quality and preparing or updating maps.

<sup>[2]</sup> Includes \$1,200 for water quality sampling for the Kern Fan Monitoring Committee, \$40,000 for tree removal and \$109,300 to mow one-half of Pioneer.

<sup>[3]</sup> Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

<sup>[4]</sup> Includes \$6,000 for safety coordinator.

<sup>[5]</sup> Remainder of South Pioneer to be surveyed in 2025.

<sup>[6]</sup> Assumes \$20/foot of 5-strand barbed wire with seven access gates (for a total of 9,000 feet). A 15 percent contingency is included for 2025.

TABLE 3 10/9/2025

#### Pioneer Project 2025 Budget Recharge O&M <sup>[1]</sup> Amended

(1) (2) (3) (4) (5) (6) (7) (6

		2024	Actual	Anticipated	Total	Amount	2025
Activity	Description	Budget	8/31/2024	12/31/2024	2024 Expense	Remaining	Budget
Salaries and Benefits	Agency Staff	\$ 26,000	\$ 38,500	\$ 19,250	\$ 57,750	\$ (31,750)	\$ 71,500
2. Operations [2]							
Subtotal		3,000		•	-	3,000	3,000
3. Maintenance [3]							
Subtotal	·	274,000	3,213	1,610	4,823	269,177	171,500
4. Administration [4]							
Subtotal		-	88,238	87,620	175,858	(175,858)	174,300
5. Professional Services [5]							
Subtotal	·	55,000	264	130	394	54,606	55,000
Structures and Improvements [6]							
Subtotal		-	,	-		-	125,000
Total		\$ 358,000	\$ 130,200	\$ 108,600	\$ 238,800	\$ 119,200	\$ 600,300

<sup>[1]</sup> This budget includes administrative items and maintaning levees, roads, canals and channels as needed, pursuant to the annual levee inspection, maintenance and restoration program. Dredging of James Canal will be evaluated in 2024.

<sup>[2]</sup> Includes PG&E standby charges for the Section 4 pump.

<sup>[3]</sup> Includes maintenance of interbasin structures, electrical and mechanical repairs, parts and equipment.

<sup>[4]</sup> Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

<sup>[5]</sup> Includes \$4,000 for Avadine database and reporting, including software updates as needed, in addition to \$51,000 for assistance with maintaining levees, roads, canals and channels as needed.

<sup>[6]</sup> Includes \$125,000 for the Pioneer South pipe culvert maintenance.

TABLE 4 10/9/2025

#### Pioneer Project 2025 Budget Recovery O&M <sup>[1]</sup> Amended

(1) (2) (3) (4) (5) (6) (7) (8)

		2024	Acti	ual		Antic	ipated	Total	Amount	2025
Activity	Description	Budget	8/31/2	2024		12/31	/2024	2024 Expense	Remaining	Budget
Salaries and Benefits	Agency Staff	\$ 40,100	\$	65,820	\$		32,910	\$ 98,730	\$ (58,630)	\$ 111,000
2. Operations [2]										
Subtotal		106,000		-	A		-	-	106,000	106,000
3. Maintenance [3]										
Subtotal		130,000		48,551			23,140	71,691	58,309	123,000
4. Administration [4]										
Subtotal	•	20,000		98,035			90,680	188,715	(168,715)	190,300
5. Professional Services [5]										
Subtotal		14,200		1,993			650	2,643	11,557	14,200
Structures and Improvements [6]										
Subtotal		300,000		300,000			-	300,000	-	300,000
7. Arc Flash update [7]	Professional Services	14,600		3,604			-	3,604	10,996	
Total		\$ 624,900	\$	518,000	\$		147,400	\$ 665,400	\$ (40,500)	\$ 844,500

<sup>[1]</sup> This budget includes administrative items and maintaning electrical panels, flow meters, pumps, motors, pipelines, well efficiency, rodents, weeds and safety training.

<sup>[2]</sup> Includes PG&E power, standby and demand charges. Budget assumes starting all 38 wells during winter rates.

<sup>[3]</sup> Budget includes sampling of one-third of wells every three years and nine additional wells in 2025, along with electrical and mechanical repairs, chemicals, parts and equipment.

<sup>[4]</sup> Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

<sup>[5]</sup> Includes \$4,000 for Avadine database and reporting, including software updates as needed, in addition to \$10,200 for well efficiency and discharge sand production testing.

<sup>[6]</sup> Two wells are planned for pump maintenance in 2025.

<sup>[7]</sup> Next Arc Flash update needed in 2028.

#### Pioneer Project 2025 Budget Replacement - Recharge Facilities Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

		2024	Actual	Anticipated	Total	Amount	2025
Activity	Description	Budget	8/31/2024	12/31/2024	2024 Expense	Remaining	Budget
	Description	Budget	6/31/2024	12/31/2024	2024 Expense	Remaining	buugei
1. Basin #9							
	Agency Staff, Administration	37,800	-	-	-	37,800	44,400
	Professional Services [1]	52,000	80	-	80	51,920	67,000
	Structures and Improvements	326,000	-	-	-	326,000	377,200
Subtotal		415,800	80	-	80	415,720	488,600
2. Nord Siphon Turnout [2]							
·	Agency Staff, Administration	166,000	22,239	11,100	33,339	132,661	103,000
	Professional Services [3]	160,000	62,760	31,400	94,160	65,840	149,300
	Structures and Improvements	1,500,000	-		-	1,500,000	864,000
Subtotal	<u>'</u>	1,826,000	84,999	42,500	127,499	1,698,501	1,116,300
Spare Section 4 Pump [4]							
	Agency Staff, Administration	20,300	223	100	323	19.977	40,500
	Professional Services	40,000			_	40,000	40,000
	Structures and Improvements	365,000		_	_	365,000	365,000
Subtotal		425,300	223	100	323	424,977	445,500
North Pioneer West Basin Levee Repair		,				12,000	,
· · · · · · · · · · · · · · · · · · ·	Agency Staff, Administration	65,600	63		63	65,537	65,600
	Professional Services [5]	64,000	804	400	1,204	62,796	64,000
	Structures and Improvements	592.000	004	400	1,204	592.000	592.000
Subtotal	Otructures and improvements	721,600	867	400	1,267	720,333	721,600
		721,000	007	400	1,207	720,333	721,000
Maintain and repair canals and structures as needed [6]	Agency Staff Administration						
	Agency Staff, Administration		_	40.007	40.007	(40.007)	- 44.000
	Professional Services		-	12,267	12,267	(12,267)	44,000
2144	Structures and Improvements	170,000	-	-	-	170,000	270,000
Subtotal		170,000	-	12,267	12,267	157,733	314,000
Total		\$ 3,558,700	\$ 86,200	\$ 55,300	\$ 141,400	\$ 3,417,300	\$ 3,086,000

<sup>[1]</sup> Includes \$13,000 for engineering and bid support, \$14,000 for materials testing and \$40,000 for construction management services of the replacement of Basin 9 turnout (225 cfs). Construction is subject to revision of the Recharge Plan.

<sup>[2]</sup> Includes fifty percent of project costs, as the Kern Water Bank Authority has agreed to pay fifty percent.

<sup>[3]</sup> Includes \$4,300 for design, \$28,000 for bid and construction support, \$30,00 for materials testing and \$87,000 for construction management services.

<sup>[4]</sup> Delivery will take approximately one year from date of purchase.

<sup>[5]</sup> Includes \$38,000 for design, \$10,000 for materials testing and 16,000 for construction management services.

<sup>[6]</sup> Includes funds for replacement of interbasin structures.

#### Pioneer Project 2025 Budget Capital Budget - Recharge Facilities Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

		2024	Actual	Anticipated	Total	Amount	2025
Activity	Description	Budget	8/31/2024	12/31/2024	2024 Expense	Remaining	Budget
North Pioneer Section 4 East Basin Turnout							
	Agency Staff, Administration	12,500	32	_	32	12,468	18,600
	Professional Services [1]	25,000	-	-	-	25,000	47,000
	Structures and Improvements	100,000	-	-	-	100,000	139,400
Subtotal		137,500	32	-	32	137,468	205,000
2. McAllister/Central and South Pioneer Delivery Improvements							
	Agency Staff, Administration	4,000	3,874	1,900	5,774	(1,774)	4,000
	Professional Services [2]	40,000	-	-	-	40,000	40,000
	Structures and Improvements	-	•	-	-	-	-
Subtotal		44,000	3,874	1,900	5,774	38,226	44,000
Basin 11 Turnout/Low Flow Channel							
	Agency Staff, Administration	17,100	4,088	2,000	6,088	11,012	23,400
	Professional Services [3]	17,100	640	300	940	16,160	38,400
	Structures and Improvements [4]	154,100	-	-	-	154,100	195,500
Subtotal		188,300	4,728	2,300	7,028	181,272	257,300
North Pioneer West Basin Weir Plan							
	Agency Staff, Administration	41,000	167	100	267	40,733	90,200
	Professional Services [5]	33,600		-	-	33,600	55,900
	Structures and Improvements	376,150		-	-	376,150	845,600
Subtotal		<b>45</b> 0,750	167	100	267	450,483	991,700
Total		\$ 820,600	\$ 8,800	\$ 4,300	\$ 13,100	\$ 807,400	\$ 1,498,000

<sup>[1] 100</sup> cfs turnout from Section 4 Pond 3 to East Basin. Includes \$13,000 for engineering and bid support, \$12,000 for materials testing and \$22,000 for construction management services.

<sup>[2]</sup> Includes \$30,000 for design and \$10,000 for geotechnical work. Construction estimated in 2025; costs to be determined.

<sup>[3]</sup> Includes construction management services for the Basin 11 Turnout. Low Flow Channel costs are not included as they will be reimbursed by the Kern Water Bank Authority.

<sup>[4]</sup> Includes construction of the Basin 11 Turnout. Low Flow Channel costs are not included as they will be reimbursed by the Kern Water Bank Authority.

<sup>[5]</sup> Includes \$28,000 for construction management services, \$15,400 for materials testing and \$12,500 for bid support.

TABLE 7 10/9/2025

#### Pioneer Project 2025 Budget Capital Budget - Recovery Facilities Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

		2024		Actual	Anticipated		Total			Amount	2025
Activity	Description	Budget		8/31/2024	12/31/2024		2024 Exp	ense		Remaining	Budget
Groundwater transducer	Purchase	\$ 5,0	000 \$	-	\$	- \$		-	. \$	5,000	\$ 5,000
Well site easements	Consultant	7,0	000			-		-		7,000	7,000
3. Metering Study [1]	Agency Staff, Administration Professional Services Structures and Improvements		-					- - -		-	19,000 56,000
Subtotal			-	-		-			.	-	75,000
Total		\$ 12,0	000 \$	-	\$	- \$			. \$	12,000	\$ 87,000

<sup>[1]</sup> Includes evaluation of the condition of existing meters and potential system-wide improvements.

TABLE 8

#### Pioneer Project Annual Budget by Participant 2025

		Admin	istration		Recharge O&M				Recovery O&M [1]			Capital - Recharge				
Participant	60%	40%	Over/Under 7	Total	60%	40%	Over/Under	Total	60%		Over/Under	Total	60%	40%	Over/Under	Total
Belridge WSD	78,183	52,122	1:	30,305	35,718	23,812		59,530	80,109	53,406	1:	33,515				0
Berrenda Mesa WD	78,183	52,122	1;	30,305	35,718	23,812		59,530	80,109	53,406	1:	33,515				0
Improvement District No. 4	45,990	30,660	7	76,650	21,011	14,007		35,018	47,123	31,415		78,538				0
Lost Hills WD	68,985	45,990	1	14,975	31,516	21,011		52,527	70,686	47,123	1	17,809				0
Semitropic WSD	64,386	42,924	10	07,310	29,414	19,610		49,024	65,972	43,982	10	09,954				0
Tejon-Castac WD	4,599	3,066		7,665	2,101	1,400		3,501	4,712	3,142		7,854				0
Wheeler Ridge-Maricopa WSD	119,574	79,716	19	99,290	54,627	36,418		91,045	122,520	81,680	20	04,200				0
Kern County Water Agency	65,700	43,800	10	09,500	30,015	20,010		50,025	35,469	23,646		59,115				0
Buena Vista WSD	65,700	43,800	10	09,500	30,015	20,010		50,025				0	63,210	42,140	269,150	374,500
Henry Miller WD	65,700	43,800	10	09,500	30,015	20,010		50,025				0	63,210	42,140	269,150	374,500
Kern Delta WD	65,700	43,800	10	09,500	30,015	20,010		50,025				0	63,210	42,140	269,150	374,500
Rosedale-Rio Bravo WSD	65,700	43,800	10	09,500	30,015	20,010		50,025				0	63,210	42,140	269,150	374,500
Total	788,400	525,600	0 1,31	14,000	360,180	240,120	0	600,300	506,700	337,800	0 8	44,500	252,840	168,560	1,076,600	1,498,000

<sup>[1]</sup> Recovery O&M includes KCWA recovery of seven percent of its Reserved Right.

TABLE 9

#### Pioneer Project Annual Budget by Participant 2025

	Replacement - Recharge [1]					Capital - Recovery				Total					
Participant	Budget	Credit [2]	Balance	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total
Belridge WSD	304,813	87,552	217,261	178,289	31,781	7,191	217,261	8,874	5,916		14,790	381,173	167,037	7,191	555,401
Berrenda Mesa WD	236,183	82,441	153,742	129,385	18,785	5,572	153,742	8,874	5,916		14,790	332,269	154,041	5,572	491,882
Improvement District No. 4	73,133	19,027	54,106	43,964	8,416	1,725	54,105	5,220	3,480		8,700	163,308	87,978	1,725	253,011
Lost Hills WD	343,700	83,059	260,641	210,433	42,100	8,108	260,641	7,830	5,220		13,050	389,450	161,444	8,108	559,002
Semitropic WSD	192,792	40,092	152,700	121,937	26,215	4,548	152,700	7,308	4,872		12,180	289,017	137,603	4,548	431,168
Tejon-Castac WD	4,874	1,261	3,613	2,935	563	115	3,613	522	348		870	14,869	8,519	115	23,503
Wheeler Ridge-Maricopa WSD	268,884	79,058	189,826	156,178	27,306	6,343	189,827	13,572	9,048		22,620	466,471	234,168	6,343	706,983
Kern County Water Agency	166,573	19,015	147,558	114,729	28,900	3,930	147,559				0	245,913	116,356	3,930	366,198
Buena Vista WSD	424,834	132,464	292,370	242,228	40,120	10,022	292,370				0	401,153	146,070	279,172	826,395
Henry Miller WD	240,502	97,146	143,356	123,833	13,850	5,673	143,356				0	282,758	119,800	274,823	677,381
Kern Delta WD	252,010	69,913	182,097	148,887	27,265	5,945	182,097				0	307,812	133,215	275,095	716,122
Rosedale-Rio Bravo WSD	577,702	156,389	421,313	343,632	64,052	13,628	421,312				0	502,557	170,002	282,778	955,337
Total	3,086,000	867,417	2,218,583	1,816,430	329,353	72,800	2,218,582	52,200	34,800	0	87,000	3,776,750	1,636,233	1,149,400	6,562,383

<sup>[1]</sup> Replacement - Recharge allocation based upon proportionate share of historic replacement fees co<mark>llected to date.</mark>
[2] Applied Recharge Replacement Reserve credits, including use of facility replacement fees collected from 1997-2023 (\$742,417) and KWBA payment (\$125,000).

#### **COMMITTEE FOR DELTA RELIABILITY**

#### **AGENDA**

Date: Tuesday, October 14, 2025

Time: 1:00 pm – 2:30 pm

Location: Zoom

#### 1. Administration

- a. July 8, 2025, Meeting Notes (Brad S.)- (Page 2)
- b. Financial Report WRMWSD (Page 4)
- c. Date of Next Meeting: January 13, 2026

#### 2. Center for California Water Resources Policy and Management External Communications

- a. Water Agency Coordination (Brad S.)
- b. Blog Activity (Dennis M.) (Page 9)

#### 3. Federal Efforts

- a. USBR Operational Changes (Paul W.)
- b. H.R. 1897 (Westerman) ESA Amendments Act of 2025 (Paul W.)

#### 4. State Efforts

- a. State Incidental Take Permit/Fall X2 (Paul W.)
- b. State Water Board Bay Delta Plan Update & Voluntary Agreements (Paul W.)
- c. Internal Review of D-1641 (Brad S.)
- d. White Sturgeon Listing (Paul W.) (Page 19)
- e. Striped Bass Petition at California Fish & Game Commission (Paul W.) (Page 39)

# Special Meeting of the Board of Directors of South Valley Water Resources Authority <u>Agenda</u>

Kern Water Bank Authority Office 1620 Mill Rock Way, Suite 500 Bakersfield, CA, 93311

October 23, 2025, 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 Board members any matter not on the agenda and over which the Board has jurisdiction, provided no action shall be taken on any such matter unless otherwise provided.
- 2. Minutes

Approval of minutes of 9/19/25 special board meeting

- **3. Directors Forum -** discussion only, no action
  - a. SGMA
  - b. SWP & KCWA
  - c. Kern River
  - d. Other
- 4. New Business for Consideration at Future Meetings and Announcements
- 5. 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

#### October 23, 2025, 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 committee meeting minutes of 9/19/25

#### 3. Financial Reports

- a. Presentation of financial reports for September.
- b. September accounts payable.
- c. 2026 Budget.

#### 4. Fish Friendly Diversion Demonstration Project

- a. Project Financial Status Budget vs Actual
- b. Demonstration Project permitting status
- 5. Determination of Date for Next Board Meeting
- 6. Adjournment

#### **Demonstration Project**

	Budget	Expenses	Damainina
	(2024-2025)	7/1/24 to 8/31/25	Remaining
Pre-Construction	\$	\$	
Engineering - Provost & Pritchard*			
Pilot Program	26,000	18,827	7,173
Concept Design	7,500	7,500	-
100% Design	86,500	74,560	11,940
Permitting Support	16,000	39,329	(23,329)
Bid Support	10,000	247	9,753
Geotech	30,000	34,050	(4,050)
Permitting - ESA	150,000	118,449	31,551
Biological Consultants	6,000	2,400	3,600
Lease	5,000	5,000	-
Young Wooldridge	16,000	9,975	6,025
Contingency (\$0.10/share)	88,033		88,033
Total Preconstruction	441,033	310,337	130,696

#### **SOUTH VALLEY WATER RESOURCES AUTHORITY 2026 DRAFT BUDGET**

Project Shares 880,332

F10ject 3hares 660,332					
	2024 Actual	2025 Budget 2	2025 Projected	2026 Budget	
	Total	Total	Total	Project #1	\$/share
Administration	\$	\$	\$	\$	
Hamilton Resource Economics	177,865	154,000	174,146	160,000	
Insurance/ACWA	6,310	8,000	8,000	8,000	
Shinault Baker	8,450	11,000	10,425	12,000	
Young Wooldridge	30,439	12,000	12,000	12,000	
Audit	11,700	7,640	11,700	-	
Blueprint	10,000	15,000	10,000	15,000	
Kern County Controller	645	1,000	306	1,000	
Engineering	80,445				
Other Consultants	23,529				
Lease	5,000				
Contingency		20,000		20,000	
Total Administration	354,383	237,000	226,577	228,000	\$0.26

#### **Demonstration Project**

			2026	\$/share
Pre Construction				
Budget Remaining		130,000	\$0	\$0.00
Construction				
Lyles			\$1,152,430	
Viking			\$160,000	
PGE Installation			\$20,500	
P&P Construction Management			\$30,000	
Contingency	10%		137,070	
Subtotal			1,500,000	\$1.70
O&M (6 months)				
O&M	3,500 /month		31,000	
Species Monitoring			30,000	
Engineering			43,800	
Lease			5000	
Total Operations			109,800	\$0.12
Total Demonstration Project			\$1,609,800	\$1.82
Total Including Administration			1,837,800	\$2.08

#### South Valley Water Resources Authority 2026 Budget By Participant

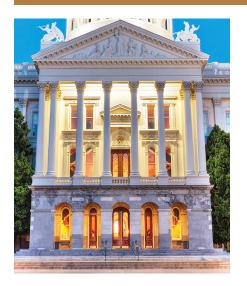
				2026 Draft Budge	t	
	-	Project #1	Admin	Construction	O&M	Total
District	Table A	Shares	\$0.26	\$1.70	\$0.12	\$2.08
Berrenda Mesa	92,600	92,600	24,076	157,420	11,112	192,608
Lost Hills	119,110	119,110	30,969	202,487	14,293	247,749
Belridge	121,508	121,508	31,592	206,564	14,581	252,737
Semitropic	155,000	155,000	40,300	263,500	18,600	322,400
Cawelo	38,200	38,200	9,932	64,940	4,584	79,456
ID4	82,946		-	-	-	-
Rosedale	29,900	29,900	7,774	50,830	3,588	62,192
Buena Vista	21,300		-	-	-	-
Kern Delta	25,500	25,500	6,630	43,350	3,060	53,040
Henry Miller	35,500		-	-	-	-
West Kern	31,500	31,500	8,190	53,550	3,780	65,520
Wheeler Ridge	197,088	197,088	51,243	335,050	23,651	409,943
Tehachapi	19,300	19,300	5,018	32,810	2,316	40,144
Tejon-Castac	5,278	5,278	1,372	8,973	633	10,978
KCWA	8,000		-	-	-	-
Dudley Ridge	45,348	45,348	11,791	77,092	5,442	94,324
Total	1,028,078	880,332	228,886	1,496,565	105,640	1,831,091

# SACRAMENTO DEDODT

October 2025



**Volume 20, Issue 10** 



#### **NEWS BRIEFS**

#### **New FAQ on Flood-MAR**

The California Department of Water Resources (DWR) has released a new Frequently Asked Questions (FAQ) document on Flood-MAR. The FAQ is intended to clarify how floodwater diversion and managed aquifer recharge strategies can be applied across various landscapes—such as agricultural lands, floodplains, refuges, and managed natural areas—to improve groundwater recharge with high runoff flows. The updates include new information The new FAQ will be available for reference on DWR's website, and DWR encourages

continued on next page

#### **Governor Wraps Up First Year of the Legislative Session**

Governor Newsom completed his review of hundreds of bills that landed on his desk following the adjournment of the legislative session on September 13. He had until midnight Sunday night to complete his work.

Newsom's decisions of legislation of interest to Valley Ag Water Coalition included:

**AB 293 (Bennett):** This bill would require each groundwater sustainability agency to publish the membership of its board of directors on its internet website, or on the local agency's internet website. The bill would also require each groundwater sustainability agency to publish a link on its internet website or its local agency's internet website to the location on the Fair Political Practices Commission's internet website where the statements of economic interests, filed by the members of the board and executives of the agency, can be viewed.

According to the author, "AB 293 is a simple step to build public trust, strengthen accountability, and protect one of California's most vital resources for future generations. California's groundwater is a critical resource, supplying anywhere from 30% to 46% of the state's water needs in an average year. Millions of residents, businesses, and farms rely on sustainable groundwater management to ensure long-term water security. Given the growing pressures of climate change and competing demands for water, it is vital that groundwater sustainability agencies (GSAs) operate with the highest level of transparency and accountability."

See Legislative Session, page 2

#### **Kern Subbasin Avoids SGMA Probation**

The State Water Resources Control Board (State Water Board) approved a resolution to return the Kern County Groundwater Subbasin to the Department of Water Resources' (DWR) jurisdiction under the Sustainable Groundwater Management Act (SGMA). This ends the possibility of probation for the subbasin in the state intervention process.

The Kern subbasin was among six San Joaquin Valley subbasins that submitted groundwater sustainability plans (GSPs) that DWR deemed "inadequate" in 2023. The determination placed Kern under the State Water Board jurisdiction and triggered the SGMA state intervention process.

See Kern Subbasin, page 4

#### **Inside Sacramento Report**

DWR Releases 2025 AWMP Guidebook	4
Governor Names Two to Delta Stewardship Council	5
Governor Newsom Signs SB 72	. 6
Board Accepting Comments on Draft Report for Tuolumne VA	7

#### **NEWS BRIEFS** continued

local agencies, landowners, and water managers to review it to better understand Flood-MAR concepts and implementation. If you have any questions, consult your DWR regional office or contact DWR headquarters via their public inquiry channels. The new FAQ can be found here.

#### Bay-Delta Plan Workshops Rescheduled

The State Water Board has canceled Sept. 24-25 hearings and a public comment period for the revised draft Sacramento-Delta updates to the Bay-Delta Plan. Board staff anticipate a limited recirculation of the draft Staff Report/Substitute Environmental Document in support of the Sacramento/Delta updates to the Bay-Delta Plan, together with the updated draft Plan, in December. New dates for a public hearing and comment period will be announced upon release. The Rescinded Notice is available on the Board's website

## Paying Farmers to Conserve Water

A new study published in the Journal of American Water Resources Association finds that compensating farmers to reduce water use is the most cost-effective strategy for conserving shrinking water supplies. The study evaluated conservation and supply projects along the Colorado River, and found that agricultural conservation programs can save water at a much lower cost per acre-foot than infrastructure projects. Agricultural conservation programs conserved water for as low as \$69.89 per acrefoot. On average, agricultural conservation programs cost

continued on next page

#### Legislative Session, continued from page 1

AB 293 was supported by Community Alliance with Family Farmers, Community Water Center, Environmental Defense Fund, and Sierra Club. The bill was opposed by the Association of California Water Agencies and Valley Ag Water Coalition.

Status: Signed by the Governor (Chapter 359, Statutes of 2025)

**AB 639 (Soria):** This bill would additionally exclude from the definition of a dam a barrier that does not impound water above the top of a levee where maximum storage behind the barrier has a minimum of 3 feet of freeboard on the levee and is a weir, as defined. The bill only applies to Peoples Weir, Reynolds Weir, Last Chance Weir, Lemoore Diversion Weir, Island Weir, Crescent Weir, Stinson Weir, Empire Weir No. 1, and Empire Weir No. 2 within the Kings River system, the sites being within Tulare, Fresno, and Kings County.

According to the author, "Water impounding and delivery systems called "weirs" do not typically cross the entirety of rivers or streams, do not impound water above the river levees and are only operated during low-flow periods to pool water for delivery to adjacent farms and ranches. Any spill would be contained entirely within a streambed leading the Department of Water Resources to rate them as very low hazard. Despite this rating, DWR's Division of Safety of Dams includes weirs in their maintenance and inspection schedule and imposes fees of \$56,000 on all water impounding structures despite not posing an equivalent safety risk as a dam. This has significantly increased the cost to operate and maintain these weirs with no practical increase in safety for California's residents."

Kings River Conservation District sponsored the legislation, which was supported by Valley Ag Water Coalition and others.

Status: Signed by the Governor (Chapter 617, Statutes of 2025)

**AB 1373 (Soria)**: This bill would require the State Water Resources Control Board, if requested by an applicant for a Section 401 water quality certification within 14 days of an initial draft certification being issued, to hold a public hearing at least 21 days before taking action on an application for certification for a license to operate a hydroelectric facility. The bill would, if a public hearing is requested on the draft certification, prohibit the authority to issue a certification for a license to operate a hydroelectric facility from being delegated. The bill would authorize the state board to include in its fee schedule for hydroelectric facility applicants an amount up to the reasonable costs incurred by the state board in implementing these provisions.

According to the Turlock Irrigation District (TID), which sponsored AB 1373, "Over the last few decades, the State Water Board has delegated many of its authorities to staff, removing the option for members of the public to voice their concern on matters of significance to their communities. While we can appreciate the need to expedite certain administrative actions to streamline workload, not every action should be treated the same. One such area of delegated authority is the issuance of water quality certificates under Section 401 of the Clean Water Act. These certificates are essential to the operations of hydroelectric facilities that provide other essential benefits to many disadvantaged communities across the state. Requiring an open forum would allow the communities that rely on these projects to provide meaningful comments to the State Water Board on potential

**Legislative Session**, page 3

#### Legislative Session, continued from page 2

impacts or consequences. Additionally, decisions as significant as these should be made by the State Water Board, rather than being delegated to staff."

AB 1373 was supported by the Association of California Water Agencies and Valley Ag Water Coalition. The Sierra Club opposed the bill.

Governor Newsom, in his veto message, wrote "While well-intentioned, this bill is unnecessary. The Board's certification process already includes opportunities for input by members of the public and Board members, including a mechanism for Board members to reconsider decisions initially delegated to staff. I am, however, directing the Board to work with the relevant stakeholders to explore ways to make this process more efficient, consistent with the intent of this bill."

Status: Vetoed by the Governor

**AB 1466 (Hart):** Existing law establishes procedures for the comprehensive adjudication of groundwater rights in civil court. Under existing law, if the court finds that claims of right to extract or divert only minor quantities of water, as defined, would not have a material effect on the groundwater rights of other parties, the court may exempt those claimants from the proceedings, except as specified. Existing law further prescribes that a judgment in a comprehensive adjudication to determine rights to extract groundwater in a basin is not binding on, among others, claimants whose claims have been exempted. This bill would authorize a court, in lieu of the exemption process described above, to treat persons with claims of right to extract or divert only minor quantities of water separately from other parties to the comprehensive adjudication. The bill would require the court to hold a hearing within a specified time to determine whether to exempt or treat those claimants separately and to establish a procedure to register and administer such claims.

According to the author, "[This bill] streamlines groundwater adjudications, reduces unnecessary litigation costs, and protects small and disadvantaged water users from being caught up in costly legal battles. The bill allows small and disadvantaged water users—whose pumping does not substantially impact the basin—to request an exemption from the full adjudication process. It also requires the local [GSA] to report on water use by all pumpers in the basin, helping ensure that small and disadvantaged communities are represented throughout the adjudication. By improving the fairness of groundwater adjudications, [this bill] strengthens California's efforts to sustainably manage its groundwater resources while safeguarding the rights of vulnerable water users."

Opponents argued that AB 1466 would place a substantial burden on GSAs and would likely distract them from their primary mission of groundwater management. They also expressed concern that the provisions of the legislation appears to be a stand in for a pumper who does not respond (for whatever reason) to the notice of an adjudication, even though the current version of the bill provides a streamlined path for a small pumper to fill out a form, submit it to the court, and then remain on the sidelines of the comprehensive adjudication while retaining their water right.

AB 1466 was supported by Community Alliance With Family Farmers and Indian Wells Valley Groundwater Authority (sponsor). The bill was opposed by agricultural commodity groups, water districts, and several GSAs.

Status: Signed by the Governor (Chapter 643, Statutes of 2025)

#### **NEWS BRIEFS** continued

about \$417 per acre-foot, while local supply projects —such as reservoirs, wells, and wastewater treatment facilities—cost more than \$2,400 per acre-foot on average. The study found that agricultural conservation programs, particularly those that provided financial incentives to promote behavioral changes among farmers, were successful at delivering water savings at a relatively low cost.

For more information, the study can be found <u>here</u>.

## Water Banking Project Receives Funding

The California Water Commission (CWC) has approved an additional \$22 million for the Kern Fan Groundwater Storage Project — the only San Joaquin Valley water storage project to qualify for Proposition 1 funding. A partnership between the Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District, the project was initially awarded \$89 million and aims to enhance groundwater recharge and water supply reliability for the region. The project would develop a regional water bank in the Kern Fan area to recharge and store in the Kern County Groundwater up to 100 thousand acre-feet (TAF) of unallocated Article 21 water available from the State Water Project (SWP) operation. The Kern Fan Project provides groundwater storage and would be operated so that in wet years, the project partners, IRWD and Rosedale would divert unallocated SWP Article 21 supplies for storage in the Kern Fan Project. IRWD and Rosedale would share first

continued on next page

#### **NEWS BRIEFS** continued

priority rights to 75 percent of the stored water for water supply purposes. The remaining 25 percent of the stored water would be available to support ecosystem benefits.

For more information, please visit the project's webpage.

## **Groundwater Monitoring Expanded**

The California Department of Water Resources (DWR) is enhancing its ability to monitor land subsidence—sinking of the ground due to groundwater extraction—through data from NASA's new satellite, NISAR (NASA-ISRO Synthetic Aperture Radar). Launched in July 2025, NISAR is designed to detect minute surface movements, including subsidence, to fractions of an inch. This advanced data will support local groundwater agencies in managing and mitigating subsidence impacts across California. Data from the satellite is expected to become available later this year and DWR staff are ready to work with consultants and the NASA-Jet Propulsion Laboratory OPERA project to publish resulting subsidence maps. When ready, the maps will be made available on the California Natural Resources Agency Open Data Portal and the Sustainable **Groundwater Management** Act Data Viewer to help locals address sustainable groundwater management challenges.

For more information, please visit DWR's <u>website</u>.

continued on next page

#### **Kern Subbasin,** continued from page 1

The State Water Board originally held a public hearing on whether to designate Kern as probationary in February 2025; however, the board decided to continue the hearing on September 17, 2025, citing significant progress in the revised plans adopted by the Kern subbasin GSAs. In June 2025, Kern subbasin groundwater sustainability agencies (GSAs) submitted updated GSPs, which State Water Board staff reviewed.

The staff review of local agencies' new plans, submitted in June, found that the subbasin's 20 agencies substantially, but not completely, addressed deficiencies in prior plans to achieve groundwater sustainability goals by 2040. Among the new provisions that fully address prior deficiencies, the plans now include basinwide approaches to setting appropriate management criteria for groundwater levels and quality. It also ramps down subsidence prior to 2040, with no additional subsidence after 2040.

"We applaud the progress that the Kern County Subbasin's groundwater agencies have made with their latest plans towards meeting sustainability goals," said State Water Board Chair E. Joaquin Esquivel. "The subbasin is the largest and one of the most important in the state, and the good coordination among local agencies toward a successful resolution of issues in their plans is a model for how achieving sustainability under SGMA is designed to work. The State Water Board is here to partner with the subbasin as it begins the critical work of implementation."

Local agencies within the subbasin submitted revised groundwater sustainability plans to the board in early September that are still undergoing staff review. With respect to issues still outstanding, the board adopted language into its resolution requiring that the return of the subbasin to DWR's oversight be contingent on staff's completed review of the revised plans and confirmation that certain deficiencies are satisfactorily addressed. After this, staff will finalize the subbasin's exit from the state intervention process by letter to DWR, likely this fall.

The Kern subbasin is the third of the six San Joaquin Valley subbasins to avoid probation. Earlier this year, Board staff recommended the return of the Kaweah subbasin to DWR oversight. The Chowchilla subbasin was returned to DWR oversight in June.

For more information on the status of the subbasins, please visit the State Water Board's <u>Groundwater Basins</u> webpage.

#### **DWR Releases 2025 AWMP Guidebook**

Last month, the California Department of Water Resources (DWR) released the Final 2025 Agricultural Water Management Plan (AWMP) Guidebook, providing updated direction and resources for agricultural water suppliers preparing their 2025 plans. The guidebook serves as the primary reference for developing Agricultural Water Management Plans, which document water suppliers' efforts to manage, measure, and use water efficiently in support of statewide water sustainability goals.

Agricultural Water Management Plans are required under the Water Conservation Act of 2009 (SB X7-7), which aims to improve water use efficiency across all sectors in California. Agricultural water suppliers serving more than 25,000 irrigated acres, excluding recycled water, must prepare and submit these plans to DWR every five years. The plans are intended to promote efficient water use practices,

#### 2025 AWMP Guidebook, continued from page 4

identify opportunities for system improvements, and support broader water management and conservation strategies.

The 2025 guidebook builds upon lessons learned from previous planning cycles, incorporating new examples, updated references, and additional guidance to help suppliers address evolving challenges such as drought resilience, groundwater management coordination, and climate adaptation. DWR developed the 2025 guidebook with the goal of improving clarity and usability for water suppliers. The document provides updated explanations of planning requirements, enhanced discussion of key components such as water budgeting and measurement, and expanded references to external resources and data tools.

According to DWR, the AWMP process supports California's integrated approach to water management. Agricultural water management planning complements other state planning efforts such as Urban Water Management Plans (UWMPs) and Groundwater Sustainability Plans (GSPs) under the Sustainable Groundwater Management Act (SGMA). Together, these efforts promote a more comprehensive understanding of how surface and groundwater resources are used and managed across the state. By documenting water use efficiency measures, infrastructure improvements, and collaborative efforts, AWMPs help inform regional and statewide strategies for achieving water supply reliability and sustainability. The 2025 guidebook encourages agricultural water suppliers to coordinate with neighboring agencies and groundwater sustainability agencies where appropriate, particularly in areas where agricultural and groundwater management efforts overlap.

The 2025 guidebook also highlights several tools available to support plan preparation. These include DWR's water use efficiency portal, data dashboards, and geospatial resources that can assist suppliers in compiling and analyzing local water use data. The guidebook provides examples of effective data management practices and outlines optional templates that suppliers may adapt to meet reporting requirements. In addition, DWR continues to offer technical assistance and informational workshops to help suppliers understand and apply the guidance. The Department encourages agencies to take advantage of these resources early in the planning process to ensure timely and complete submissions.

With the final guidebook now available, agricultural water suppliers are encouraged to begin reviewing the new content and preparing their 2025 AWMPs in alignment with the updated guidance. The completed plans will play an important role in documenting ongoing efforts to improve agricultural water use efficiency, modernize delivery systems, and support sustainable water management throughout California.

The Final 2025 Agricultural Water Management Plan Guidebook can be accessed on DWR's Agricultural Water Use Efficiency webpage.

#### **Governor Names Two to Delta Stewardship Council**

Governor Gavin Newsom appointed Ann Paterson and Audrey Cho to the Delta Stewardship Council (DSC).

Ann Patterson fills the seat previously held by Judge Frank C. Damrell, Jr. Patterson has served as senior counselor in the Governor's Office since earlier this year, and has also held the roles of cabinet secretary and legal affairs secretary since

See Delta Stewardship Council, page 6

#### **NEWS BRIEFS** continued

#### State Water Board Requests Additional Information from DWR on Delta Conveyance Project

The State Water Resources Control Board's Administrative Hearings Office (AHO) has requested that the Department of Water Resources (DWR) provide additional data and analysis related to the proposed Delta Conveyance Project. In a recent letter, the AHO asked DWR to submit updated modeling information and supporting materials to clarify how the project would operate under various Delta flow conditions, hydrologic scenarios, and potential future climate impacts. According to the AHO, the additional information is needed to help evaluate whether the project is consistent with Delta flow criteria established under the Delta Reform Act of 2009 and with proposed updates to the Bay-Delta Water Quality Control Plan. The data will also assist in assessing how the project could affect fish and wildlife habitat, water quality, and other beneficial uses within the Delta. The requested materials will become part of the administrative record for DWR's pending water right change petition, which seeks authorization to divert and convey water through the proposed Delta Conveyance facilities. The AHO will use the new information to inform its review and recommendations to the State Water Board as the permitting process continues.

continued on next page

#### **NEWS BRIEFS** continued

#### DWR Submitted Certification of Consistency for Delta Conveyance Project

The Department of Water Resources (DWR) has announced its intent to submit a Certification of Consistency for the Delta Conveyance Project to the Delta Stewardship Council. In accordance with Council procedures, DWR has released a draft certification for public review at least ten days prior to formal submission. The draft document outlines how the Delta Conveyance Project complies with the Delta Plan's policies and regulations. Members of the public were invited to provide comments on the draft certification by October 13, 2025. The draft certification is available on DWR's Delta Conveyance webpage

#### **UPCOMING MEETINGS**

## California Water Commission

October 15, 2025
California Natural Resources
Agency Building
715 P Street, Auditorium
Sacramento, CA 95814
Agenda and Zoom Link

## Department of Water Resources

Drought Resilience Interagency & Partners (DRIP)
Collaborative Meeting

October 17, 2025
California Natural Resources
Agency Building
715 P Street, Sacramento
Room 02-2221 A/B/C
Registration, Agenda, and
Zoom Link

continued on next page

#### **Delta Stewardship Council**, continued from page 5

2019. Before joining state government, she was a partner at Orrick, Herrington & Sutcliffe LLP from 2005 to 2018. Her appointment requires Senate confirmation.

Audrey Cho has been named legislative and policy advisor for the DSC, succeeding Brandon Chapin. Cho joined the Council as an executive fellow through the Capital Fellows Program in 2024 and has previously worked as a district intern for Assemblymember Cecilia Aguiar-Curry, a researcher at the University of Wisconsin–Stout and Smith College, and an open innovation fellow at Conservation X Labs. She currently serves on the Udall Alumni Association board. Her appointment does not require Senate confirmation.

"On behalf of the Council, I could not be more delighted to welcome Ann and Audrey to our agency," says Chair Julie Lee. "Their commitments to and knowledge of public service are impressive and position them to excel in their roles."

The Delta Stewardship Council, created by the Legislature in 2009, is responsible for advancing water supply reliability and ecosystem health in the Sacramento—San Joaquin Delta. The Council includes seven appointed members and is supported by staff and an independent science board.

#### **Governor Newsom Signs SB 72**

On October 1, 2025, Governor Gavin Newsom signed SB 72, by Senator Ana Caballero (D-Merced), which directs the Department of Water Resources (DWR) to modernize the California Water Plan and develop a water supply target to be achieved in 2050 and beyond. The bill was sponsored by the California Municipal Utilities Association (CMUA), California State Association of Counties (CSAC), and the California Council for Environmental and Economic Balance (CCEEB).

"This bill will require DWR, in its next plan update, to analyze current and future water needs trends, including identifying additional water necessary to sustain public trust resources," Governor Newsom wrote to the Senate. "This is a welcome opportunity to ensure the next plan update recognizes the impacts of climate change, ensures safe drinking water for all Californians, and reflects statewide, regional, and local planning efforts that include critical infrastructure for California's future."

"California residents, businesses, and the environment statewide will reap the benefits of SB 72 as we finally have a modernized strategy signed into law that will further protect California's future generations and ensure a reliable and long-term water supply for all," said Senator Caballero.

Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, known as the California Water Plan. Current law requires the department to include a discussion of various strategies in the plan update that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests.

#### **SB 72**, continued from page 6

SB 72 would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050. The bill would require the target to consider the identified and future water needs for all beneficial uses, including, but not limited to, urban uses, agricultural uses, tribal uses, and the environment, and ensure safe drinking water for all Californians. The bill would require the plan to include specified components, including a discussion of the estimated costs, benefits, and impacts of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets.

The bill was backed by a broad coalition of water, environmental, business, public safety, and agricultural stakeholders, including VAWC. Overall, SB 72 will transform water management to: establish necessary statewide water supply targets to capture and produce enough water for all uses; require the state, water community, and stakeholders to work together to develop comprehensive, long-term water supply solutions; and enhance the California Water Plan to drought-proof the state.

"SB 72 sets bold statewide water supply targets and ensures durable planning that carries beyond any single administration," said Craig Miller, President of CMUA and General Manager at Western Water District. "This is the important next step in building a reliable, climate resistant water future for communities, farms, the environment, and our economy."

SB 72 enjoyed unanimous support in both houses of the Legislature, passing all committee hearings and both houses with zero "no" votes.

#### **Board Accepting Comments on Draft Report for Tuolumne VA**

The State Water Resources Control Board (State Water Board) is currently accepting public comments on the Draft Scientific Basis Report Supplement for the Tuolumne Voluntary Agreement (TVA), opening a new phase of public review and engagement on proposed changes to the Bay-Delta Water Quality Control Plan.

Released early last month, the draft report evaluates the scientific foundation for a potential amendment to the Bay-Delta Plan that would incorporate the Tuolumne River Voluntary Agreement—a proposal developed through a 2022 Memorandum of Understanding among state agencies, water users, and other stakeholders. The TVA outlines a set of flow and habitat commitments intended to improve ecological conditions for fish and wildlife while supporting water supply reliability.

The draft supplement provides a detailed technical assessment of the TVA proposal, focusing on its flow, habitat, and operational components and how they compare with the current flow objectives for the Lower San Joaquin River and its tributaries under the existing Bay-Delta Plan.

The analysis examines hydrologic modeling, fish population responses, habitat benefits, and potential trade-offs associated with implementing the TVA in place of or alongside existing requirements. The report also identifies areas of uncertainty and outlines where further monitoring or adaptive management might be necessary if the TVA were adopted.

Because portions of the TVA's proposed flow measures do not fully align with existing Bay-Delta Plan objectives, any inclusion of the TVA would likely require

See Draft Report for Tuolumne VA, page 8

#### **MEETINGS** continued

#### California Financing Coordinating Committee Funding Fair

October 21, 2025 Virtual Registration

## **State Water Board**Public Work Group for Agricultural Expert Panel

October 22, 2025
CalEPA Building
1001 I Street, Sacramento
Conference Room 710
Notice

#### Delta Independent Science Board

October 22, 2025 California Natural Resources Agency Building 715 P Street, Room 15-204 Sacramento, CA 95814 Agenda and Notice

## Delta Stewardship Council

October 23, 2025
California Natural Resources
Agency Building
715 P Street, Room 221
Sacramento, CA 95814
Agenda and Notice

#### Central Valley Flood Protection Board

October 24, 2025 715 P Street, Room 2-201 Sacramento, CA 95814 Agenda and Zoom Link

#### California Financing Coordinating Committee Funding Fair

October 29, 2025 Virtual <u>Registration</u>

continued on next page

#### **MEETINGS** continued

## Flood-Mar Network Flood-MAR Forum

Nov. 5, 2025 – Nov. 6, 2025 Sacramento State Alumni Center 6000 Jed Smith Drive Sacramento, CA 95819 Registration and Agenda

## Delta Independent Science Board

November 12, 2025 California Natural Resources Agency Building 715 P Street, Room 15-204 Sacramento, CA 95814 Notice will be posted 10 days before meeting

#### **Draft Report for Tuolumne VA**, continued from page 7

amendments to the plan. The report is therefore intended to inform the scientific and policy discussion around whether the TVA provides adequate environmental protection and resource benefits under state law.

To gather input, the State Water Board will hold an informational public workshop on November 5, 2025, beginning no earlier than 9:00 a.m., at the CalEPA Building in Sacramento. The workshop will also be accessible online via remote participation. Staff will present an overview of the draft report, and registered participants will have the opportunity to provide oral comments.

While no formal action will be taken at the workshop, feedback will help guide revisions to the draft supplement and inform future updates to the Bay-Delta Plan. Presenters wishing to use slides must submit their materials by October 27, 2025. Written comments on the draft report are due by 12:00 p.m. (noon) on November 7, 2025, and should be submitted via email to <a href="LSJR-SD-Comments@waterboards.ca.gov">LSJR-SD-Comments@waterboards.ca.gov</a> with the subject line "Comment Letter – Draft TVA Scientific Basis Report."

Following the close of the comment period, State Water Board staff will consider all input and prepare a revised draft for independent scientific peer review. The peer review process will ensure that the scientific methods, assumptions, and conclusions in the report meet established standards before any future policy decisions are made.

The <u>Draft TVA Report</u> and <u>Public Notice and Workshop Details</u> are available on the State Water Board's Bay-Delta <u>webpage</u>.

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#### **Valley Ag Water Coalition**

The mission of the Valley Ag Water Coalition is to represent the collective interests of its San Joaquin Valley member agricultural water companies and agencies in California legislative and regulatory matters by providing leadership and advocacy on issues relating to the development and delivery of a reliable farm water supply.





#### Reservoir Committee/Authority Board Meeting

October 17, 2025

9:00 AM - Noon

Meeting Virtual Link Call in: 1-916-538-7066

122 Old Hwy 99W, Maxwell, CA 95955 Code: **160 307 636**#

(additional locations below)

Authority Board Chair: Fritz Durst (Reclamation District 108)

Authority Board Vice-Chair: Jeff Sutton (Glenn-Colusa Irrigation District)

Reservoir Committee Chair: Robert Kunde (Wheeler Ridge-Maricopa Water Storage District)

Reservoir Committee Vice-Chair: Jordon Navarrot (RD108 & Dunnigan Water District)

Treasurer: Jamie Traynham (Davis Water District)

#### AGENDA

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

Introduction

- Pledge of Allegiance
- Approval of meeting agenda, October 17, 2025
- 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. If your comment is related to a specific agenda item, please indicate this on your comment card, and you will be called upon at that time.

#### 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 September 19, 2025, 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. (Attachments A)

- 1.3 Reservoir Committee and Authority Board consider approval of the Sites Project Authority Payment of Claims. (Attachments A & B)
- 1.4 Reservoir Committee and Authority Board consider approval of a Task Order Amendment with AECOM for additional engineering support in the amount of \$20,000, increasing the total task order amount from \$12,810,043 to a revised total not to exceed of \$12,830,043 for the period of January 1, 2022 through December 31, 2025.
- 1.5 Reservoir Committee and Authority Board consider approval of a Task Order Amendment with CH2M-Conveyance for additional engineering support in the amount of \$150,000, increasing the total task order amount from \$12,019,725 to a revised total not to exceed of \$12,169,725 for the period of January 1, 2022 through December 31, 2025.

#### 2. Action Items:

Time Certain 9:15 am

- 2.1 Reservoir Committee and Authority Board to consider the following actions related to the Amendment 3 Work Plan Update and FY26 Annual Budget:
  - a) Conduct a Public Hearing related to AB2561 Job Vacancies and Recruitment and Retention Efforts
  - b) Approval of Amendment 3 Work Plan update
  - c) Approval of an extension of Amendment 3 to December 31, 2026.
  - d) Adoption of Fiscal Year 2026 Annual Budget.
  - e) Approval of revisions to the Delegation of Authority to be effective January 1, 2026.
- 2.2 Reservoir Committee and Authority Board consider authorizing the Executive Director to proceed with procuring a Terrestrial Biological Compensatory Mitigation Contractor through the issuance of a Request for Qualifications.
- 2.3 Reservoir Committee and Authority Board consider authorizing the Executive Director to execute with Colusa, Glenn and Yolo Counties Development Agreements between the Authority and each County.
- 2.4 Reservoir Committee and Authority Board consider authorizing the Executive Director to execute Impact Alleviation Agreements with interested parties identified in the County Development Agreements.
- 2.5 Reservoir Committee and Authority Board consider authorizing the Executive Director to execute the Memorandum of Understanding with the Colusa and Glenn Air Pollution Control Districts.

- 2.6 Reservoir Committee and Authority Board consider approval of the 2026 meeting calendar.
- **3.** <u>Discussion and Information Items</u>: Approximate start time 10:20 am *No action from the Reservoir Committee or Authority Board.*
- 3.1 Review and comment on the fourteen firms deemed qualified to provide interim financing for the next phase of the Sites Project and eligible to continue in the next steps of the procurement process.
- 3.2 Review and comment on the updated conditions precedent quarterly status report.
- 4. Reports: Approximate start time 10:40 am
- 4.1 Chairpersons' Reports:

This time is set aside to allow the Reservoir Committee & Authority Board Chair/Vice-Chair an opportunity to disclose/discuss items related to the Project.

4.2 Committee & Workgroup Chairpersons' Reports:

This time is set aside to allow the Committee & Workgroup Chairpersons an opportunity to disclose/discuss items related to the Sites Project. Agendas are located on the project website (sitesproject.org).

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.
  - Action Items from last month's meeting.
  - Workplan schedule update.
  - Table 1 Base Storage & Downstream Allocation.
- 5. <u>Closed Session</u>: Approximate start time 11:00 am
- 5.1 Negotiations concerning water right permit terms and conditions (Govt. Code §54956.9(c) and §54956.9(d)(1)).
- 5.2 Conference with Real Property Negotiators (Gov. Code §54956.8):

Property: Various parcels comprising the Sites Reservoir and related facilities.

October 17, 2025

Agency Negotiators: Jerry Brown, Ali Forsythe

Negotiating Parties: U.S. Bureau of Reclamation

Under Negotiation: Price and terms of payment for water storage and

conveyance capacity.

5.3 Conference with Real Property Negotiators (Gov. Code § 54956.8).

Property: Various parcels comprising the Sites Reservoir and related

facilities.

Agency negotiators: Jerry Brown, Ali Forsythe

Negotiating parties: Department of California Fish and Wildlife

Under negotiation: Price and terms of payment for water storage and

conveyance capacity.

5.4 Potential litigation (Govt. Code §54956.9(d)(4)) (1 item)

5.5 Conference with Real Property Negotiators (Gov. Code §54956.8):

Property: Arnold [Colusa County] APN 011-150-010

Agency Negotiators: Jerry Brown, Kevin Spesert

Negotiating Parties: Cody Arnold

Under Negotiation: Price and terms of payment

5.6 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: Banyan Transportation Under negotiation: Price and terms of payment

5.7 Public Employee Performance Evaluation, Executive Director (Govt. Code

§§54957).

**6.** Report from Closed Session Approximate start time 12:55 pm

7. Recap: Approximate start time 1:00 pm

7.1 Suggested Future Agenda Items.

7.2 Next Board Meeting, Friday, November 21, 2025 (9:00 am to noon).

Meetings are held virtually and in the Maxwell Project Office.

Virtual Information will be provided on the meeting agenda at Sitesproject.org.

#### **ADJOURN**

<u>ADA COMPLIANCE</u>: 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:**

Metropolitan Water District, 1121 L Street, Suite 900, Sacramento, CA 95814
Rosedale Rio Bravo Water District, 849 Allen Road, Bakersfield, CA 92214
San Gorgonio Pass Water Agency 1210 Beaumont Ave, Beaumont, CA 92223
Santa Clarita Valley Water Agency, 26501 Summit Circle, Santa Clarita, CA 91350