

Wheeler Ridge-Maricopa Water Storage District
Wheeler Ridge-Maricopa GSA
Regular Board Meeting

Wednesday, March 13, 2024 @ 8:00 A.M.

District Headquarters Board Room

12109 Hwy 166, 6.5 miles west of Mettler, CA

Or via GoToMeeting

(Optional Remote Public Participation Only – See NOTICE Below)

Conference Line: +1 (872) 240-3212

Access Code: 211-452-397

<https://www.gotomeet.me/WRMWSD>

NOTICE: Members of the public interested in participating remotely via GoToMeeting may do so using the call-in information above or by following this [link](#). Please note that this option is provided as a courtesy and at the participant's own risk. The District cannot guarantee that there will be no loss of connectivity or other technological obstacle to full participation through via GoToMeeting. By participating in this way, participants confirm that they understand this risk and that the Board is not obliged to delay any portion of the meeting due to such technological obstacles and thus via GoToMeeting participants may be unable to participate.

A G E N D A

8:00 1. Call to Order

2. Closed Session

Conference with Legal Counsel Re: Existing Litigation (Govt. Code § 54956.9(a)):

1. *DWR v. All Persons Interested, etc. "Complaint for Validation" Re: SWP Contract Extension Amendment (Sacramento County Sup. Ct., Case No. 34-2018-00246183, 3rd Appellate Dist., Case No. C096316, and related cases and appeals)*
2. *Sierra Club v. DWR v. All Persons Interested, etc., consolidated CEQA Case and "Complaint for Validation" Re: Delta Program Revenue Bonds, Sacramento County Sup. Ct., Case No. 34-2020-80003517*
3. *CDWR Environmental Impact [WaterFix] Cases, Sacramento County Sup. Ct., Case No. JCCP No. 4942*
4. *Rosedale-Rio Bravo Water Storage District v. Kern County Water Agency, et al., Kern County Superior Court, Case No. BCV-21-100418*
5. *KWBA, et al. v. Kern LAFCo, et al., Kern County Sup. Ct., Case No. BCV-21-101310-GP*
6. *Friends of the River, et al., v. Sites Project Authority, Yolo County Sup. Ct., Case No. CV2023-2626 and related cases*
7. *Sierra Club, et al., v. DWR, Sacramento County Sup. Ct., and related cases, challenging DCP EIR*
8. *State Water Resources Control Bd. Administrative Hearing Office (AHO) Proceeding Re Sites Project Authority Water Rights Applications*
9. *MFC Kern I LLC, et al. v. Wheeler Ridge-Maricopa WSD, Kern County Sup. Ct.*

Conference with Legal Counsel - Anticipated Litigation: Initiation of Litigation (Govt. Code § 54956.9(d)(4)):

10. *Two Potential Cases*

Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation (Govt. Code § 54956.9(d)(2)):

11. *Two Potential Cases*

9:30 Open Session Pledge of Allegiance

3. Attorney's Report

Torigiani (5 mins)

1. Report from Closed Session (Gov. Code § 54957.1)
2. Legislative, Executive, Regulatory, and Legal Matters

4. Minutes

*

1. Approval of Minutes of the Regular Board Meeting January 10, 2024

Atkinson (2 mins)

5. Financial Reports

*

1. Filing of Treasurer's Report

Mettler (5 mins)

*

2. Approve Payment of Accounts Payable

Mettler (5 mins)

- 2.1 Director Compensation and Expense *Mettler* (2 mins)
6. **Controller's Report**
1. Delinquent Accounts Report for March 2024 *Smith* (2 mins)
 2. Budget Expenditures Report for December 2023 *Mielke* (5 mins)
7. **President's Report** *Atkinson* (5 min)
8. **Engineer-Manager's Report**
1. Filing of the Monthly Report *Nicholas* (5 mins)
 2. Water Supply – **2024 SWP Increased Allocation of 15%** *McDaris* (15 mins)
 - a. 2024 Water Supply/Demand Estimate
 - b. Other Purchases/Exchanges
 3. District Landowner Well Meter Standards Discussion *Suggs* (20 mins)
 - * 4. Proposed Add/Exclude for Materra Farming *McDaris* (10 mins)
 - * 5. Consider Participation in WRM 13 Turnout Planning and Construction *Nicholas* (10 mins)
 6. 2023 WWGSA Annual Report *Suggs* (15 mins)
 - * 7. Consider Provost and Pritchard Proposal for Consulting and Engineering Services for the White Wolf Subbasin In-Lieu Banking Program *McDaris* (10 mins)
 - * 8. Consider Agreement for Recruitment Services for Assistant Controller *Nicholas* (10 mins)
 9. State Water Project / Delta Conveyance Project *Nicholas* (10 mins)
 10. Sites Reservoir *Kunde* (10 mins)
 11. WRMGSA *Staff* (15 mins)
 - a. Preliminary and Draft Groundwater Allocation Policy Update
 - b. Discussion of WRMGSA Administration Charge
 - * c. Consider Approval of Letter of Intent to Engage Self-Help Enterprises to Assist with Subbasin Well Mitigation Program
 - * d. Intera Proposal for Data Collection and Modeling to Support Subsidence Mitigation Cost Analysis for the Friant Kern Canal
9. **Reports**
1. Director's Reports on Meetings Attended
 2. Kern County Water Agency *McDaris* (5 mins)
 3. Kern Water Bank Authority/ KWBGSA *Nicholas* (5 mins)
 4. South of Kern River GSP *Nicholas* (5 mins)
 5. White Wolf Groundwater Sustainability Agency *Nicholas* (5 mins)
 6. Kern River Watershed Coalition Authority *Blaine* (5 mins)
 7. Committee for Delta Reliability *Nicholas* (5 mins)
 8. South Valley Water Resource Authority *Nicholas* (5 mins)
10. **Unfinished and New Business**
1. Form 700's – Due April 2, 2024 *Ruth* (2 mins)
11. **Public Comments**
12. **Adjournment**

*These items may require Board action and may be moved to earlier in the meeting to ensure the maximum number of Directors are present.

Posted pursuant to Government Code § 54954.2(a) at least 72 hours prior to said meeting.

By: Danyel Ruth

March 8, 2024

Per Govt. Code § 54953.2 and § 54961, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in this meeting should be made to the Administrative Assistant (phone 661-527-6068) in advance of the meeting to ensure availability of the requested service or accommodation.

**Per Govt. Code § 54954.3(a), A member of the public may comment on any matter on the agenda, before or during the Board's consideration of the matter (and in the case of a closed session matter immediately before the Board goes into closed session) upon being recognized by the President and subject to any time constraints the President may impose from time to time.

**Minutes of the Regular Board Meeting
of the Board of Directors of the
Wheeler Ridge-Maricopa Water Storage District and
Wheeler Ridge-Maricopa Groundwater Sustainability Agency
Convened at 8:00 A.M., February 14, 2024**

The meeting of the Board of Directors of the Wheeler Ridge-Maricopa Water Storage District and Wheeler Ridge-Maricopa Groundwater Sustainability Agency was held at the District's office, with optional public participation made available through teleconference via GoToMeeting on Wednesday February 14, 2024, at the hour of 8:00 A.M. President Atkinson declared a quorum was present and called the meeting to order.

Directors Present in Person. Atkinson, Blaine, Fry, Lyda, Marin, Mettler, Reiter, Richardson, Valpredo.

Directors Absent. None.

Others Present at 8:00 A.M. Engineer-Manager Sheridan Nicholas and Attorney for the District Steve Torigiani.

Others Present at 9:03 A.M. Engineer-Manager Sheridan Nicholas, Attorney for the District Steve Torigiani, Water Resource Manager Eric McDaris, Staff Engineer Tom Suggs, Contract Administrator Flower Duenas, Staff Accountant Kelly Mielke, Retired Annuitant Rob Kunde, Executive Assistant Danyel Ruth, Trey Irwin with Tejon Ranch, and Rob Steiner with Westside Ag.

8:00 A.M. Closed Session. The Board convened in Closed Session to consider the following matters:

Conference with Legal Counsel Re: Existing Litigation (Govt. Code § 54956.9(a)):

1. *DWR v. All Persons Interested, etc. "Complaint for Validation" Re: SWP Contract Extension Amendment (Sacramento County Sup. Ct., Case No. 34-2018-00246183)*
2. *Sierra Club v. DWR v. All Persons Interested, etc., consolidated CEQA Case and "Complaint for Validation" Re: Delta Program Revenue Bonds (Sacramento County Sup. Ct., Case No. 34-2020-80003517)*
3. *CDWR Environmental Impact [WaterFix] Cases, Sacramento County Sup. Ct., Case No. JCCP No. 4942*
4. *Rosedale-Rio Bravo Water Storage District v. Kern County Water Agency, et al., Kern County Superior Court, Case No. BCV-21-100418*
5. *KWBA, et al. v. Kern LAFCo, et al., Kern County Sup. Ct., Case No. BCV-21-101310-GP*
6. *Friends of the River, et al., v. Sites Project Authority, Yolo County Sup. Ct., Case No. CV2023-2626*

Conference with Legal Counsel - Anticipated Litigation: Initiation of Litigation (Govt. Code § 54956.9(d)(4)):

7. *Two Potential Cases*

Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation (Govt. Code § 54956.9(d)(2)):

8. *Two Potential Cases*

9:03 A.M. Open Session. Mr. Torigiani stated there was no reportable action taken in closed session.

Legislative Matters. Mr. Torigiani noted the ACWA State Legislative Committee has met twice this calendar year to discuss and determine ACWA positions on, various submitted bills. He discussed two specific bills - AB828, which would partially exempt disadvantaged communities and managed wetlands from SGMA fees and charges and pumping allocations, and AB2557, a bill sponsored by ACWA which would add exhaustion and record-review requirements and limitations to Prop 218 challenges to public agency property-related fees and charges. The State Legislative Committee adopted an oppose position on AB828 and support position on AB2557.

Minutes. Upon motion from Director Fry, seconded by Director Marin and unanimously carried with no

abstentions, *The Minutes of the Regular Board Meeting of Directors ... Convened January 10, 2024* and *The Minutes of the Special Board Meeting of Directors ... Convened January 18, 2024* were approved and filed.

Filing of the Treasurer's Report. Treasurer Mettler presented and reviewed the *Treasurer's Report for the Month of January 2024*. Upon motion from Director Mettler, seconded by Director Lyda and unanimously carried with no abstentions, the *Treasurer's Report for the month of January 2024* was approved and filed.

Approve Payment of Accounts Payable. Treasurer Mettler presented and reviewed the *Accounts Payable for the month of January 2024*, and the *Reimbursements and Transfers for the month of January 2024*. Upon motion from Director Mettler, seconded by Director Blaine and unanimously carried with no abstentions, the *Accounts Payable for the Month of January 2024* - and the *Reimbursements and Transfers for the Month of January 2024* was approved and filed.

Controller's Report. Mr. Smith reported that the District had sent the first bill installment in January. He also noted that the annual audit field work would begin March 18th.

Budget Expenditures Report for December 2023. Ms. Mielke reviewed the Budget Expenditure Report for December 2023.

President's Report. Nothing to report.

Engineer-Manager's Report. Mr. Nicholas noted the Engineer-Manager's Report was including in the Board packet for their review.

2024 Water/Supply Demand Estimate. Mr. McDaris reviewed the 2024 Water/Supply Demand Estimate.

Declaration of Water Shortage - 2024 User Input Program. Mr. McDaris reviewed his February 4, 2024 memorandum to the Board entitled *2024 User Input Program - Declaration of Water Shortage*. Upon motion from Director Marin, seconded by Director Blaine and unanimously carried with no abstentions the Board declared that a water storage exists and authorized the conveyance of groundwater utilizing the District's system, all in accordance with Rule 8.d. of the District's Rules and Regulations, subject to the District's recovery operations on behalf of all Water Users, which may supersede individual User Input operations.

WS5 Water Transfer Agreement - Exchange Contractors. Mr. Mc Daris reviewed his February 9, 2024 memorandum to the Board entitled *WS5 Water Transfer Agreement - Exchange Contractors*. Upon motion from Director Fry, seconded by Director Richardson and unanimously carried with no abstentions the Board authorized the Engineer-Manager to execute the 2024-2025 Water Transfer Agreement between the Westside Districts and the Exchange Contractors, subject to review and approval by District Counsel and the Engineer-Manager as to the final form of the agreement.

2024 Recovery Options. Mr. Mc Daris reviewed his February 12, 2024 memorandum to the Board entitled *2024 Recovery Options*.

Other Purchases and Exchanges. Nothing to report.

Approval of Amendment No. 3 to Solar Services Agreement with Tadashi Solar, LLC. Mr. Nicholas reviewed his February 11, 2024 memorandum to the Board entitled *Approval of Amendment No. 3 to*

Solar Service Agreement (SSA) with Tadashi Solar, LLC (Wheeler #2). Upon motion from Director Valpredo, seconded by Director Mettler and unanimously carried with no abstentions the Board authorized the Engineer-Manager to execute the *Amendment No.3 to Solar Services Agreement with Tadashi Solar, LLC*, subject to review and approval of the Engineer-Manager and District Counsel as to the final form of the agreement.

Commendation and Expression of Appreciation for Michael Pilatti. Mr. Nicholas reviewed the many accomplishments of Mr. Pilatti's from his time of hire, noting that he retired from the District with 20 years of service. Upon motion from Director Richardson, seconded by Director Blaine and unanimously carried with no abstentions the Board approved Resolution 2024-02 in the matter of :

**COMMENDATION AND EXPRESSION OF APPRECIATION
TO MICHAEL ANTHONY PILATTI**

Approval of Contract for SCADA Services for District System. Mr. Nicholas reviewed his February 12, 2024 memorandum to the Board entitled *Approval of Contract for SCADA Services for District System.* Upon motion from Director Marin, seconded by Director Fry and unanimously carried with no abstentions, the Board authorized the Engineer-Manager to enter into another contract with Avadine, substantially similar to the 5 System contract, to provide SCADA services for the entire District system at a cost of \$884,100, subject to review and approval of the Engineer-Manager and District Counsel as to the final form of the agreement.

Establishing the 2024 Groundwater Service Charge (GWSC) Rate. Mr. McDaris reviewed his February 9, 2024 memorandum to the Board entitled *Establishing the 2024 Groundwater Service Charge (GWSC) Rate.* Upon motion from Director Marin, seconded by Director Lyda and unanimously carried with no abstentions the Board, pursuant to Resolution 2023-07 and in accordance with the District Rules and Regulations for the Distribution of Water, set the 2024 Groundwater service Charge rate at \$205.00 per acre-foot of pumped groundwater, subject to future adjustment as approved by the Board, and set the time for paying the charge 30 days after the date of each invoice.

Authorization to Support Produced Water Planning Grant Application. Mr. McDaris reviewed his February 9, 2024 memorandum to the Board entitled *Authorization to Support Produced Water Planning Grant Application.* Upon motion from Director Valpredo, seconded by Director Blaine and unanimously carried with no abstention the Board approved Resolution No. 2024-03 in the matter of:

WATER RECYCLING FUNDING PROGRAM - PLANNING GRANT APPLICATION

State Water Project/Delta Conveyance Project. Nothing to report.

Sites Reservoir. Mr. Kunde reviewed his February 12, 2024 memorandum to the Board entitled *Sites Reservoir - Status of Federal and State Endangered Species Permits* and attachment. He further noted the District held workshops for District participants in the Sites Reservoir project, and he has developed cost estimates and an amendment for District administrative services for 2025.

WRMGSA - Projects and Management Actions Committee Report. Mr. Nicholas reported on the Special Board/Committee meeting held on January 18, 2024.

WRMGSA - Preliminary & Draft Groundwater Allocation. Mr. McDaris reviewed his February 9, 2024 memorandum to the Board entitled *Preliminary and Draft Groundwater Allocation Policy*, as well as the draft policy. After some discussion the Board directed staff to plan and schedule landowner workshops to disseminate this information and gather additional feedback from District landowners .

WRMGSA - Approval of Costs for GEI Consultants. Mr Nicholas reviewed his February 11, 2024 memorandum to the Board entitled *Approval of GEI Consultants Task Order for 2023 Cost Overrun*. Upon motion from Director Marin, seconded by Director Richardson and unanimously carried with no abstentions the Board approved the WRMGSA share (\$3,273) of the \$72,000 cost overrun and execute appropriate documents as necessary.

WRMGSA - Approval of Kern Subbasin Exceedance Policy. Mr. Nicholas reviewed his February 11, 2024 memorandum to the Board entitled *Approval of Kern Subbasin Exceedance Policy*. Upon motion from Director Mettler, seconded by Director Richardson and unanimously carried with no abstentions the Board approved the *Kern County Subbasin Minimum Thresholds for Chronic Lowering of Groundwater Exceedance Policy*.

WRMGSA - Policy Discussion of GSA Administration Charge. Mr. McDaris reviewed his February 12, 2024 memorandum to the Board entitled *Discussion of WRMGSA Administration Charge*. Mr. McDaris stated this was for informational purposes only and no action was needed at this time.

Directors Meeting Attended. Nothing to report.

Kern County Water Agency. Mr. McDaris reported the KCWA Board reelected Ted Page as president of the board. He also noted the Agency was considering the length of into term limits for their Directors.

Kern Water Bank Authority. Mr. Nicholas reported the Authority approved a well data pilot project, as well as USBR contract for temporary water supplies. The KWBGSA also had its inaugural meeting, and its Board of Directors took a number of actions, including approval of execution of a Memorandum of Agreement with Westside Mutual Water Company, an Administrative Services Agreement with the KWBA, and selection of a Chairman (William Phillamore) and Vice-Chairman (Sheridan Nicholas).

South of Kern River GSP. Mr. Nicholas reviewed the latest regarding the Kern Subbasin and the South of Kern River GSP group, noting the SOKR Executive Committee met on January 16, and recommended the individual GSA's approve the Minimum Threshold Exceedance Policy and payment of a portion of the 2023 GEI cost overruns. The next meeting of the Executive Committee would be on February 20. He also noted subbasin representatives met with SWRCB staff on Jan 24 regarding the water quality plan, and would be meeting on March 6 to discuss well mitigation plans.

White Wolf Groundwater Sustainability Agency. Mr. Nicholas reported that the WWGSA held their monthly meeting on February 6th, and he reviewed the WWGSA board packet with the Board.

Kern River Watershed Coalition Authority. Director Blaine stated that the Authority had reelected all the same officers, including himself, and had a substantive discussion on the Kern Water Collaborative.

Committee for Delta Reliability. Mr. Nicholas reported that there was a meeting held yesterday and discussed potential endangered species listings of the white sturgeon and longfin smelt.. He also noted there were three handouts in the packet for self review.

South Valley Water Resource Authority. Mr. Nicholas noted that although there was a SVWRA meeting in January, there was nothing to report.

Unfinished and New Business. Executive Assistant Danyel Ruth reminded the Board that Form 700's had been sent out and were due in April. She also mentioned that WAKC's annual Water Summit was coming up March 7, 2024.

Public Comments. None.

Adjournment. With no further business the meeting was adjourned at 11:20 a.m.

Respectfully submitted:

[Seal]

Secretary of the Board

List of Abbreviations:

| | |
|------------|--|
| ACWA | Association of California Water Agencies |
| ADM SSC | Administrative Service Charge, for basic administrative costs, non-project in nature, benefitting both SWSA and groundwater service area |
| AECA | Agricultural Energy Consumers Association |
| Agency | Kern County Water Agency |
| AWMP | Agricultural Water Management Plan |
| BDCP | Bay Delta Conservation Plan |
| BDS | Bond Debt Service |
| CAW | Contract Amount of Water totaling 200,818 acre-feet between the District & Water Users |
| CEQA | California Environmental Quality Act |
| CFWC | California Farm Water Coalition |
| COBRA | Consolidated Omnibus Budget Reconciliation Act |
| CVC | Cross Valley Canal |
| CVP | Central Valley Project (operated by the U.S. Bureau of Reclamation) |
| CWF | California WaterFix delta conveyance program (previously DHCCP) |
| DCA | Delta Conveyance Authority |
| DCF | Delta Conveyance Facility |
| DCP | Delta Conveyance Project |
| DFW | California Department of Fish and Wildlife |
| DHCCP | Delta Habitat Conservation and Conveyance Program - the conveyance element of the BDCP - renamed the California |
| District | Wheeler Ridge-Maricopa Water Storage District |
| DOG | California Division of Oil & Gas |
| DWR | California Department of Water Resources |
| DYTP | Dry Year Transfer Program |
| EIR | Environmental Impact Report |
| FAA | Final Accounting Adjustment |
| FO | Fixed Obligation water rate |
| FWS | U.S. Fish and Wildlife Service |
| GEN | GSC General Service charge, for recovery of Bond Debt for general purposes in the District |
| GL | General Ledger |
| GSA | Groundwater Sustainability Agency |
| GSP | Groundwater Sustainability Plan |
| GWSC | Groundwater Service Charge |
| ILRP | Irrigated Lands Regulatory Program |
| IRWMMP | Integrated Regional Water Management Plan |
| ITRC | Irrigation Training and Research Center |
| JPIA | Joint Powers Insurance Authority |
| KCWA | Kern County Water Agency or Agency |
| KFMC | Kern Fan Monitoring Committee |
| KGA | Kern Groundwater Authority |
| KRGSA | Kern River Groundwater Sustainability Agency |
| KRWCA | Kern River Watershed Coalition Authority |
| KWB | Kern Water Bank |
| KWBA | Kern Water Bank Authority |
| ITP | Incidental Take Permit |
| MOU | Memorandum of Understanding |
| MWD | Metropolitan Water District |
| NoD | North of the Delta |
| NonC | Non-Contract Charges |
| OMR | Operations, Maintenance and Repair, not to be confused with OMR of Old Middle Rivers |
| OMR | Old and Middle Rivers in the Sacramento-San Joaquin Delta |
| OSHA | Occupational Safety and Health Administration |
| PEF | Pastoria Energy Facility |
| PoE | Probability of Exceedance |
| PROJ | SSC Project Service Charge, for project costs related to, but not specific to a particular system |
| RWQCB | Regional Water Quality Control Board |
| SGMA | Sustainable Groundwater Management Act |
| SLR | San Luis Reservoir |
| SoD | South of the Delta |
| SOKR | South of Kern River |
| SSC | Special Service Charge, consists of ADM SSC, GEN SSC and PRO SSC |
| SSJVWQC | Southern San Joaquin Valley Water Quality Coalition |
| SVWRA | South Valley Water Resources Authority |
| SWC | State Water Contractors |
| SWP | State Water Project (operated by DWR) |
| SWRCB | State Water Resources Control Board |
| SWSA | Surface Water Service Area or contracted acreages |
| WAC | Water Availability Charge, consists of BDS, OMR & FO |
| Water User | A landowner holding a Water Service Contract with the District |
| WD | Water District |
| WRMWSD | Wheeler Ridge-Maricopa Water Storage District |
| WSS | Westside 5 Water Districts - Belridge, Berrenda Mesa, Dudley Ridge, Lost Hills & Wheeler Ridge |
| WSC | Water Service Contract |
| WSD | Water Storage District |
| WUC | Water Use Charge, consists of State Pumping/Variable and District Pumping/Variable |
| WWGSA | White Wolf Groundwater Sustainability Agency |

**WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT
TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2024**

03/13/2024 - packet
GENERAL FUND

FUNDS ON DEPOSIT:

| | | |
|--|-------------------|----------------------|
| BALANCE AS OF: | 01/31/2024 | 42,774,006.60 |
| PLUS CASH RECEIVED FOR: (cash receipts/laif/camp interest) | 02/2024 | 9,207,572.34 |
| LESS CASH EXPENDED DURING MONTH FOR: | 02/2024 | (2,206,528.07) |
| (jan, pr, ap, cdr, mnl, fees - feb pr burdens, ee net, taxes, inv) | | |

FUNDS ON RECONCILED DEPOSIT AT END OF MONTH: **49,775,050.87**

THE ABOVE FUNDS ARE ON DEPOSIT AS FOLLOWS:

| | |
|---|---------------|
| WELLS FARGO BANK NA - (GL) CASH BALANCE | 256,429.93 |
| KCT-POOLED INVESTMENTS - (G/L) CASH BALANCE | 13,869,931.11 |
| LAIF-POOLED INVESTMENTS - (GL) CASH BALANCE | 1,990.28 |
| CAMP-POOLED INVESTMENTS - (GL) CASH BALANCE | 35,646,699.55 |

49,775,050.87

INTEREST APPORTIONMENT PERCENTAGE (ANNUALIZED)

| | | | |
|---------------------------------------|-------|-------------|---------------|
| MONTH ENDING FEBRUARY 29, 2024 | ----- | CAMP | 5.500% |
| MONTH ENDING JANUARY 31, 2024 | ----- | | 5.540% |
| MONTH ENDING DECEMBER 31, 2023 | ----- | | 5.550% |
| MONTH ENDING NOVEMBER 30, 2023 | ----- | | 5.580% |

INTEREST APPORTIONMENT PERCENTAGE (ANNUALIZED)

| | | | |
|-----------------------------------|-------|------------|---------------|
| QUARTER ENDING DEC 31,2023 | ----- | KCT | 3.146% |
| QUARTER ENDING SEP 30,2023 | ----- | | 2.909% |
| QUARTER ENDING JUN 30,2023 | ----- | | 2.650% |
| QUARTER ENDING MAR 31,2023 | ----- | | 2.417% |

ALL FUNDS ARE PLACED IN ACCORDANCE WITH THE DISTRICT'S INVESTMENT POLICY AND GUIDELINES. SUFFICIENT CASH FLOW EXISTS TO MEET BUDGETED OBLIGATIONS FOR THE NEXT SIX MONTHS.

CASH RECEIVED (KERN COUNTY TREASURER/LAIF/WELLS FARGO/CAMP) DURING MONTH AS FOLLOWS:

| | |
|--|--------------|
| MANUAL INVOICES | 836,062.95 |
| CONTRACT WATER PAYMENTS | 6,847,972.01 |
| NON CONTRACT OM&R PAYMENTS | 7,481.84 |
| 457 CONTRIBUTION - lincoln financial group | 50.00 |
| 2022 CAPITOL DISTRIBUTION - kern water bank authority | 57,680.65 |
| 2022 CAPITOL DISTRIBUTION - kern water bank authority | 842,333.96 |
| INVESTMENT TAX CREDIT SOLAR - madison energy infastructure | 460,000.01 |
| RECYCLE SCRAP METAL - sierra recycling & demolition inc | 1,240.00 |

CAMP - interest month ending 02/29/2024 **154,750.92**

Cash Receipts Summary for KCT & CAMP **9,207,572.34**

OPERATING RESERVE FUND BALANCE: audited 12/31/2022 **23,391,974.00**

**WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT
AUDITED RESERVE FUND BALANCES AS OF DECEMBER 31, 2022 PLUS ESTIMATED ADJUSTMENTS**

3/13/2024 Board Packet

| <u>INTERNALLY CONSTRAINED RESERVES</u> | DRAFT AUDIT <u>12/31/2022</u> | 2023/2024 Adjustments | | Adjusted <u>3/7/2024</u> |
|---|-------------------------------------|--------------------------|------|-----------------------------|
| OPERATING RESERVE FUND | 23,391,974 | (8,976,457) | (1) | 14,415,517 |
| EQUIPMENT REPLACEMENT RESERVE FUND | 3,430,967 | | | 3,430,967 |
| GROUND WATER REPLENISHMENT RESERVE FUND | 38,576,115 | (22,848,954) | (2) | 15,727,161 |
| CONTINGENCY RESERVE FUND | | (914,191) | (3) | 9,791,205 |
| | | (197,088) | (4) | |
| | | (3,203) | (5) | |
| | | (5,723) | (6) | |
| | | (13,949) | (7) | |
| | | (27,836) | (8) | |
| WATER BANKING CAPITAL RESERVE FUND | 4,280,676 | 843,400 | (9) | 5,292,756 |
| | | 168,680 | (10) | |
| WATER BANKING REPLACEMENT RESERVE FUND | 10,597 | 46,708 | (11) | 255,023 |
| | | 50,645 | (12) | |
| | | 147,073 | (13) | |
| WELL REPAIR RESERVE | 548,286 | (1,182,870) | (14) | (634,584) |

| | | | | |
|--|-------------------|---------------------|--|-------------------|
| TOTAL RESERVE FUNDS INTERNALLY CONSTRAINED | 81,191,810 | (32,913,765) | | 48,278,045 |
|--|-------------------|---------------------|--|-------------------|

| | | | | |
|---|-------------------|-------------------|--|-------------------|
| THIS AMOUNT IS SHOWN AS AN UNCONSTRAINED RESERVE. THIS IS MISLEADING AS THE BOARD HAS NOT DESIGNATED SUCH A RESERVE, AND IT IS NOT A CASH ASSET (COMPARE THE \$92.9 MILLION OF TOTAL RESERVES TO THE \$49.5 MILLION OF CASH EQUIVALENTS ON PAGE 11 OF THE 2022 AUDIT. | 11,740,258 | 32,913,765 | | 44,654,023 |
|---|-------------------|-------------------|--|-------------------|

| | | | | |
|-------------------------|-------------------|----------|--|-------------------|
| UNRESTRICTED NET ASSETS | 92,932,068 | 0 | | 92,932,068 |
|-------------------------|-------------------|----------|--|-------------------|

- (1) Kern County Water Agency - January 2024 payment, less Water User 2024 installments received
- (2) Estimated Groundwater Replenishment expense in 2023
- (3) CalPERS - UAL (refund in 2024 with OM&R/SSC charges)
- (4) CDR 2023 Assessment
- (5) Water Quality Litigation (123-TCP)
- (6) CVC Litigation
- (7) Legal Expenses - Health & Human Safety
- (8) Legal Expenses - Bond Validation
- (9) Pastoria Energy Facility wheeling charges
- (10) Granite Construction Co. wheeling charges
- (11) KWBA 2021 Capital Fee Reconciliation
- (12) KWBA 2021 Operations Distribution
- (13) KWBA 2019 4% Water
- (14) 2023 Well repairs to date

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 ACCOUNTS PAYABLE
 FEBRUARY 2024

| | | | | | | 5.2 |
|-------|--------------------------------------|------------|---------------|------------|------------------------------|------------|
| ID | NAME | DATE | INVOICE | AMOUNT | DESCRIPTION | 5,000+ |
| B125 | ROBERT CLAFFY | 2/29/2024 | 02292024 | 25.00 | FEB. WATER TREATMENT | |
| B136 | MARK DELEON | 2/28/2024 | 02282024 | 321.60 | TRANSPORTATION | |
| B137 | KEVIN EATON | 2/28/2024 | 02282024 | 261.30 | TRANSPORTATION | |
| B169 | ALEXANDRA H ZAVALA | 3/1/2024 | 03012024 | 649.43 | ITRC-PUMPS CLASS/TRAVEL | |
| B211 | ADRIAN MARTINEZ | 2/28/2024 | 02282024 | 402.00 | TRANSPORTATION | |
| B214 | KELLY MIELKE | 2/28/2024 | 02282024 | 321.60 | TRANSPORTATION | |
| B222 | ANGIE MONTES | 2/14/2024 | 02142024 | 95.00 | FOOD - BOARD MEETING | |
| B301 | COREY WILKERSON | 2/29/2024 | 02292024 | 25.00 | SAFETY MEETING - FEB 2024 | |
| C1064 | AFTW HOLDINGS, LLC | 2/21/2024 | "AFTW"01-2024 | 41,882.41 | WHEELER #1 SOLAR CHARGES | 41,882.41 |
| C1070 | AGRICULTURAL ENERGY CONSUMERS | 2/28/2024 | MEMBER #30590 | 15,000.00 | 2024 MEMBERSHIP | 15,000.00 |
| C1100 | AMERICAN BUSINESS MACHINES CO | 2/6/2024 | 726815 | 15.00 | TONER | |
| C1100 | AMERICAN BUSINESS MACHINES CO | 2/21/2024 | 728407 | 491.00 | CONTRACT-FOLDER MACHINE | |
| C1116 | APEX INDUSTRIAL SUPPLY INC. | 2/21/2024 | 5145 | 108.03 | WELDING GLOVES | |
| C1116 | APEX INDUSTRIAL SUPPLY INC. | 3/7/2024 | 5192 | 932.73 | BRUSHES/GLOVES/CLEANER | |
| C1119 | APPLE INC. | 1/4/2024 | MA55278313 | 3,262.09 | 5 - IPADS | |
| C1119 | APPLE INC. | 1/4/2024 | MA55435041 | 261.97 | 2 - APPLE PENCILS | |
| C1119 | APPLE INC. | 1/2/2024 | MA54718473 | 3,581.00 | 3 - IPADS | 7,105.06 |
| C1247 | BAKERSFIELD ICE | 2/29/2024 | 999999 | 374.75 | RENTAL/ICE | |
| C1250 | BAKERSFIELD PAINT AND WALLPAPER | 2/21/2024 | L0019999 | 85.94 | PAINT SUPPLIES | |
| C1250 | BAKERSFIELD PAINT AND WALLPAPER | 2/25/2024 | FC005164 | 2.40 | FINANCE CHG | |
| C1250 | BAKERSFIELD PAINT AND WALLPAPER | 1/10/2024 | L0018218 | 120.21 | PAINT SUPPLIES | |
| C1272 | B & B SURPLUS INC | 2/16/2024 | 1124189 | 2,153.70 | 16" PIPE / 14" FLANGES | |
| C1272 | B & B SURPLUS INC | 2/26/2024 | 1126026 | 5,091.90 | PIPES/ELBOWS/FLANGES | |
| C1272 | B & B SURPLUS INC | 3/5/2024 | 1128131 | 1,558.80 | BLACK PIPE | |
| C1272 | B & B SURPLUS INC | 12/20/2023 | 1112081 | 133.63 | 14" FLANGE | 8,938.03 |
| C1286 | BARBICH HOOPER KING DILL HOFFMAN | 1/31/2024 | 150887 | 1,800.00 | AUDIT 2023 | |
| C1286 | BARBICH HOOPER KING DILL HOFFMAN | 1/31/2024 | 150888 | 2,175.00 | RECRUITING ASST. CONTROLLER | |
| C1327 | BELRIDGE WATER STORAGE DISTRICT | 2/29/2024 | BWSCVWATR23 | 240,000.00 | SCVWA-2,000 AF @120.00/AF | 240,000.00 |
| C1335 | BENCHMARK AIR CONDITIONING SERVICES | 2/13/2024 | 28980513 | 692.00 | MINI SPLIT SERVICE | |
| C1349 | BIG TEX TRAILER WORLD | 1/20/2024 | P1541247 | 430.84 | TRAILER BRAKES | |
| C1349 | BIG TEX TRAILER WORLD | 1/27/2024 | P1543017 | 972.09 | TRAILER BRAKES/DRUMS | |
| C1385 | BSK ANALYTICAL LABS | 2/22/2024 | AH03390 | 1,950.00 | STORMWATER RUNOFF TESTING | |
| C1390 | JIM BURKE FORD | 2/12/2024 | 1561918 | 86.12 | 6 - VALVES | |
| C1390 | JIM BURKE FORD | 2/9/2024 | 1561917 | 28.79 | 2 - VALVES | |
| C1390 | JIM BURKE FORD | 2/27/2024 | 1564103 | 46.50 | BLADES #035 | |
| C1390 | JIM BURKE FORD | 2/9/2024 | CM1561544 | (12.80) | RETURN - 6 VALVES | |
| C1390 | JIM BURKE FORD | 2/7/2024 | 1561544 | 12.80 | VALVES | |
| C1433 | CAL STATE COMMUNICATIONS | 2/29/2024 | 1777 | 3,242.00 | TROUBLESHOOT CAMERAS | |
| C1433 | CAL STATE COMMUNICATIONS | 3/8/2024 | 1794 | 3,423.00 | SECURITY MEASURES | |
| C1433 | CAL STATE COMMUNICATIONS | 3/7/2024 | 1787 | 1,608.00 | SECURITY MEASURES | 8,273.00 |
| C1456 | CANON FINANCIAL SERVICES, INC. | 3/10/2024 | unknown | 820.57 | LEASE - 2 CANON COPIERS | |
| C1463 | CAPITOL ENVIRONMENTAL SERVICES, INC. | 3/7/2024 | 42468 | 1,410.00 | CLEAN WASH RACK SUMPS | |
| C1520 | CLEROU TIRE COMPANY | 2/27/2024 | T25953 | 38.50 | MOUNT/BALANCE #388 | |
| C1520 | CLEROU TIRE COMPANY | 3/8/2024 | T26282 | 159.62 | 2 TIRES #751 | |
| C1525 | CNA SURETY | 2/9/2024 | 64909318 | (2.00) | BOND - LYDA ADJUSTMENT | |
| C1540 | HERITAGE-CRYSTAL CLEAN, LLC | 2/7/2024 | 18515239 | 270.00 | REMOVE USED OIL | |
| C1576 | CONEXUS SG | 2/17/2024 | 240217WHEESU | 100.00 | RESOLVE NEW SERVER ISSUE | |
| C1576 | CONEXUS SG | 2/10/2024 | 240210WHEESU | 800.00 | MOVE GP TO NEW SERVER | |
| C1601 | CORE & MAIN LP | 2/13/2024 | U351235 | 75.78 | CAM LOCK FITTINGS | |
| C1611 | NUTRIEN AG SOLUTIONS, INC. | 3/6/2024 | 53384029 | 1,037.58 | 30 GAL. ROUNDUP | |
| C1625 | DANIELS TIRE SERVICE | 3/6/2024 | 240175625 | 1,610.02 | 4 TIRES #377 | |
| C1692 | EKI ENVIRONMENT & WATER, INC. | 2/21/2024 | C20055.04-01 | 18,039.84 | SOKR GSP | |
| C1692 | EKI ENVIRONMENT & WATER, INC. | 2/21/2024 | C20055.05-01 | 23,330.32 | SOKR GSP DEFICIENCY RESPONSE | |
| C1692 | EKI ENVIRONMENT & WATER, INC. | 2/26/2024 | B70103.02-35 | 3,879.46 | CONSULTING / SGMA | 45,249.62 |
| C1750 | FARWEST CORROSION CONTROL | 2/28/2024 | 0398013-IN | 1,025.34 | SCOTCHKOTE EPOXY COATING | |
| C1755 | FASTENAL | 2/5/2024 | CABGV1373 | 205.61 | 6 - IMPELLER KITS | |
| C1765 | FAST UNDERCAR | 2/20/2024 | 08PP2631 | 547.37 | BATTERY / BRAKES | |
| C1765 | FAST UNDERCAR | 2/20/2024 | 08PP3384 | (27.06) | CORE RETURN | |
| C1765 | FAST UNDERCAR | 2/21/2024 | 08PP5266 | 97.43 | BRAKE PADS | |
| C1765 | FAST UNDERCAR | 2/22/2024 | 08PP8123 | 341.60 | BATTERY / ROTOR | |

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 ACCOUNTS PAYABLE
 FEBRUARY 2024

| | | | | | | |
|-------|-----------------------------------|------------|--------------------|------------|-------------------------------|------------|
| C1775 | FERGUSON ENTERPRISES, INC. | 2/12/2024 | 1841171 | 1,918.47 | 16" COUPLER | |
| C1775 | FERGUSON ENTERPRISES, INC. | 3/6/2024 | 1844892 | 4,339.61 | 16" COUPLER/PVC PIPE | 6,258.08 |
| C1815 | FLYERS ENERGY, LLC | 3/1/2024 | 24-042078 | 29,411.62 | FUEL | 29,411.62 |
| C1902 | GCI EQUIPMENT RENTAL | 3/8/2024 | 153783-2 | 111.39 | TRI BALL HITCH | |
| C1905 | GEI CONSULTANTS INC | 12/13/2023 | 3144122 | 5,343.00 | WELL DESIGN AND CONSTRUCTION | 5,343.00 |
| C1960 | GRAINGER | 2/9/2024 | 9015819007 | 34.35 | BATTERIES | |
| C1960 | GRAINGER | 2/6/2024 | 9011097301 | 67.03 | FLAGGING TAPE | |
| C1969 | GRAPEVINE MSP | 2/15/2024 | 39873 | 5,312.00 | IT SERVICE/BACKUP/SECURITY | |
| C1969 | GRAPEVINE MSP | 3/7/2024 | 40113 | 13,605.93 | SERVER REPLACEMENT | 18,917.93 |
| C1992 | GREG'S PETROLEUM SERVICE, INC. | 2/9/2024 | 437191 | 2,641.54 | RED DIESEL | |
| C2022 | HADDAD DODGE | 2/16/2024 | DOCS248838 | 1,615.30 | DASH CLUSTER #036 | |
| C2106 | IGS SOLAR | 2/12/2024 | 240430006859094 | 16,327.05 | 850 CANAL SOLAR CHARGES | 16,327.05 |
| C2158 | JIM'S STEEL SUPPLY | 2/9/2024 | 240233 | 1,578.19 | TUBING/PIPE/ANGLES | |
| C2158 | JIM'S STEEL SUPPLY | 2/15/2024 | 240397 | 527.99 | ELLS/TEES/PIPE | |
| C2158 | JIM'S STEEL SUPPLY | 3/8/2024 | 241497 | 149.39 | 1/2" REBAR | |
| C2168 | JORGENSEN & CO | 1/3/2024 | 6107040 | 249.90 | AIR MONITORS CALIBRATION | |
| C2213 | KEN'S OPTICAL | 2/28/2024 | 8350 | 300.00 | SAFETY GLASSES - FERNANDEZ | |
| C2250 | KERN COUNTY WATER AGENCY | 3/4/2024 | 41132 | 28,988.14 | CVC 2ND QTR 2024 | 28,988.14 |
| C2312 | KIMBALL MIDWEST | 2/29/2024 | 101970526 | 87.34 | DRILL BITS | |
| C2330 | KNIGHTS PUMPING SERVICE | 2/16/2024 | 191661 | 252.46 | PORTABLE TOILET SERVICES | |
| C2330 | KNIGHTS PUMPING SERVICE | 2/9/2024 | 191106 | 252.46 | PORTABLE TOILET SERVICES | |
| C2330 | KNIGHTS PUMPING SERVICE | 2/23/2024 | 192191 | 229.66 | PORTABLE TOILET SERVICES | |
| C2412 | LOWE'S BUSINESS ACCOUNT | 3/2/2024 | 03022024 | 529.23 | SUPPLIES | |
| C2449 | THE MARCOM GROUP | 2/15/2024 | 63144 | 95.00 | WORDPRESS SECURITY MONITORING | |
| C2450 | MC CALL'S METER SALES AND SERVICE | 1/29/2024 | 36427 | 4,360.96 | BEARINGS/CANOPIES/CABLES | |
| C2505 | MSC INDUSTRIAL SUPPLY CO. | 2/8/2024 | 42223358 | 25.57 | FIRST AID BOX SUPPLIES | |
| C2505 | MSC INDUSTRIAL SUPPLY CO. | 2/5/2024 | 40874268 | 109.09 | CREEPER SEAT | |
| C2505 | MSC INDUSTRIAL SUPPLY CO. | 2/8/2024 | 73035414 | (24.83) | TWEEZER RETURN | |
| C2505 | MSC INDUSTRIAL SUPPLY CO. | 2/8/2024 | 73035414TAX | (2.05) | TWEEZER RETURN | |
| C2552 | NAPA AUTO PARTS-GENUINE PARTS CO. | 2/26/2024 | 686904 | 106.13 | COOLANT | |
| C2552 | NAPA AUTO PARTS-GENUINE PARTS CO. | 2/21/2024 | 686718 | 18.38 | BULBS | |
| C2552 | NAPA AUTO PARTS-GENUINE PARTS CO. | 2/21/2024 | 686726 | 36.70 | WIPER BLADES | |
| C2552 | NAPA AUTO PARTS-GENUINE PARTS CO. | 2/1/2024 | 685881 | 143.58 | LIGHTS/WIPER BLADES | |
| C2552 | NAPA AUTO PARTS-GENUINE PARTS CO. | 2/20/2024 | 686654 | 397.88 | FILTERS/BUG WASH | |
| C2582 | QUADIENT | 2/13/2024 | 02132024 | 250.00 | POSTAGE | |
| C2582 | QUADIENT | 3/5/2024 | 03052024 | 250.00 | POSTAGE | |
| C2678 | P.A.S. ASSOCIATES | 2/16/2024 | 46036 | 625.65 | HR HOTLINE - 4TH QTR | |
| C2690 | P G & E #1 | 2/29/2024 | 02292024 | 351,611.43 | FEBRUARY POWER | |
| C2691 | P G & E #2 | 2/29/2024 | 02292024 | 220,706.62 | FEBRUARY POWER | |
| C2692 | P G & E #3 | 2/29/2024 | 02292024 | 4,791.72 | FEBRUARY POWER | |
| C2693 | P G & E #4 | 2/29/2024 | 02292024 | 327.38 | FEBRUARY POWER | |
| C2694 | P G & E #5 | 2/29/2024 | 02292024 | 3,034.63 | FEBRUARY POWER | 580,471.78 |
| C2754 | PNEUMATIC CONTROL, INC. | 2/12/2024 | 92101 | 702.74 | PRESSURE SENSOR / CABLE | |
| C2800 | LINDE GAS & EQUIPMENT INC. | 2/22/2024 | 41259722 | 1,086.59 | DEMURRAGE | |
| C2800 | LINDE GAS & EQUIPMENT INC. | 2/27/2024 | 41390916 | 72.31 | NITROGEN | |
| C2808 | PRICE DISPOSAL INC | 2/9/2024 | 738406 | 501.66 | 40 YD ROLL OFFS | |
| C2812 | PROVOST & PRITCHARD | 2/14/2024 | 107242 | 995.00 | MONITORING WELL WORK | |
| C2812 | PROVOST & PRITCHARD | 2/12/2024 | 107212 | 84.00 | WS5 WATER SUPPLY | |
| C2812 | PROVOST & PRITCHARD | 2/26/2024 | 107752 | 1,993.00 | TCP MITIGATION STUDY | |
| C2443 | QUADIENT LEASING USA, INC. | 3/15/2024 | unknown | 604.89 | POSTAGE METER LEASE | |
| C2840 | QUINN COMPANY | 2/12/2024 | PC080534538 | 83.00 | BACKHOE PARTS | |
| C2840 | QUINN COMPANY | 2/26/2024 | PC080535170 | 364.04 | COOLANT/LUBRICANT | |
| C2890 | RAIN FOR RENT - BAKERSFIELD | 2/15/2024 | 1974729 | 32.44 | NIPPLES/TEES | |
| C2893 | RINGCENTRAL INC. | 3/2/2024 | CD_000765825 | 1,291.14 | SUBSCRIPTION - PHONES | |
| C2898 | READY REFRESH by NESTLE | 2/28/2024 | 14B0028964179 | 541.21 | DRINKING WATER | |
| C2924 | ROYAL INDUSTRIAL SOLUTIONS | 2/22/2024 | 0332-1094576 | 228.13 | STOCK/ELECTRICAL PARTS | |
| C2924 | ROYAL INDUSTRIAL SOLUTIONS | 2/21/2024 | 0332-1094306 | 3,857.27 | STOCK/ELECTRICAL PARTS | |
| C2925 | RPM COLLISION CENTER | 2/12/2024 | 7075 | 1,403.17 | REPAIR DOOR PANEL #144 | |
| C3020 | INDUSTRIAL SHOEWORKS | 2/6/2024 | I100-1399958 | 201.67 | BOOTS-FERNANDEZ | |
| C3030 | SAN JOAQUIN TRACTOR | 3/8/2024 | 98485B | 134.37 | DISC SCRAPER | |
| C3074 | SGMA COORDINATION COMMITTEE | 3/1/2024 | FUNDING REQUEST #9 | 35,454.55 | FUNDING REQUEST #9 | 35,454.55 |
| C3082 | SPARKLE UNIFORM & LINEN SERVICE | 2/22/2024 | 0962117 | 609.30 | UNIFORMS | |
| C3082 | SPARKLE UNIFORM & LINEN SERVICE | 2/15/2024 | 0961111 | 658.80 | UNIFORMS | |

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
ACCOUNTS PAYABLE
FEBRUARY 2024

| | | | | | | |
|-------|-----------------------------------|-----------|------------------------|---------------------|--------------------------------|-----------|
| C3082 | SPARKLE UNIFORM & LINEN SERVICE | 2/29/2024 | 0963112 | 613.80 | UNIFORMS | |
| C3082 | SPARKLE UNIFORM & LINEN SERVICE | 3/7/2024 | 0964123 | 623.76 | UNIFORMS | |
| C3086 | SIERRA PRINTERS, INC | 2/13/2024 | 70646 | 616.05 | CHECK PRINTING | |
| C3100 | SMART & FINAL | 2/14/2024 | 655066 | 27.64 | SUPPLIES | |
| C3100 | SMART & FINAL | 2/21/2024 | 425911 | 25.03 | SUPPLIES | |
| C3100 | SMART & FINAL | 3/6/2024 | 177366 | 59.49 | SUPPLIES | |
| C3170 | SOUTHERN CALIFORNIA GAS COMPANY | 2/23/2024 | 02232024 | 994.97 | NATURAL GAS | |
| C3187 | STEAM CLEANERS INC. | 2/20/2024 | 159471 | 642.04 | STEAM CLEANER SERVICE | |
| C3200 | STINSON'S | 2/14/2024 | 271030-0 | 718.91 | SUPPLIES | |
| C3211 | STRATUM RESERVOIR (ISOTECH), LLC | 1/19/2024 | 1002-021531 | 159.00 | METTLER RECHARGE POND | |
| C3253 | TECHNOFLO SYSTEMS | 3/6/2024 | 43947 | 2,574.00 | 10" BUTTERFLY VALVES | |
| C3256 | TEJON-CASTAC WATER DISTRICT | 3/8/2024 | 03082024B | 55,000.00 | WWGSA FUNDING CONTRIBUTION | 55,000.00 |
| C3264 | TESCO CONTROLS, INC | 2/26/2024 | 0082260-IN | 509.44 | SCADA REPAIR | |
| C3458 | VANGUARD CLEANING SYSTEMS | 3/1/2024 | 74586 | 1,565.00 | WEEKLY CLEANING SERVICE | |
| C3459 | VAST NETWORKS | 1/1/2024 | 50501 | 1,450.00 | FIBER OPTIC INTERNET | |
| C3459 | VAST NETWORKS | 2/1/2024 | 51402 | 1,450.00 | FIBER OPTIC INTERNET | |
| C3459 | VAST NETWORKS | 3/1/2024 | 52654 | 1,450.00 | FIBER OPTIC INTERNET | |
| C3461 | VERIZON WIRELESS | 3/1/2024 | 9958008531 | 276.28 | IPAD DATA | |
| C3461 | VERIZON WIRELESS | 3/1/2024 | 9958008532 | 277.40 | CELL PHONE / SIM CARDS | |
| C3470 | VULCAN MATERIALS | 2/14/2024 | 73913353 | 759.82 | 3/4" CR | |
| C3470 | VULCAN MATERIALS | 2/26/2024 | 73922584 | 1,507.58 | 3/4" CR | |
| C3470 | VULCAN MATERIALS | 2/28/2024 | 73924721 | 1,574.24 | 3/4" CR - 4G17 T.O. | |
| C3547 | WELLS FARGO - MCDARIS | 3/3/2024 | 03032024 | 31.19 | TRAVEL/FUEL | |
| C3549 | WELLS FARGO - LOVELESS | 3/3/2024 | 03032024 | 90.65 | SURGE PROTECTOR | |
| C3552 | WELLS FARGO - OFFICE | 3/3/2024 | 03032024 | 1,043.38 | SUPPLIES/CHAIRS/TRAVEL | |
| C3555 | WELLS FARGO - T SUGGS | 3/3/2024 | 03032024 | 1,324.61 | TRAVEL/ADOBE | |
| C3558 | WELLS FARGO - OFFICE #2 | 3/3/2024 | 03032024 | 1,549.93 | SUPPLIES/CONCRETE/EQ.RENTAL | |
| C3559 | WELLS FARGO - NICHOLAS | 3/3/2024 | 03032024 | 4,201.36 | RECRUITMENT/POWER SUPPLIES/ETC | 8,241.12 |
| C3588 | WESTERN EXTERMINATOR COMPANY | 2/13/2024 | 57393602 | 225.65 | PEST CONTROL | |
| C3630 | WIENHOFF DRUG TESTING INC | 3/8/2024 | 120826 | 50.00 | DRUG TESTING | |
| C3670 | YOUNG WOOLDRIDGE | 2/29/2024 | 02292024 | 40,113.18 | LEGAL SERVICES | 40,113.18 |
| | | | SUBTOTAL | 1,260,510.38 | TRANSFER AMOUNTS | |
| | | | MANUAL CHECKS ATTACHED | 647.26 | MANUAL CHECKS ATTACHED | |
| | | | VOUCHER TOTAL | 1,261,157.64 | | |

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 MANUAL CHECKS/ACH PAYMENTS
 FEBRUARY 2024

| | | | | | | |
|------------|------------------------------|-------------|------------------|---------------|------------------------------|---------------|
| | | | | | | <u>5.2</u> |
| FEB | NAME | DATE | INVOICE # | AMOUNT | DESCRIPTION | 5,000+ |
| 2/14/2024 | WELLS FARGO - OFFICE CARD #1 | 02/14/2024 | 02142024 | 0.50 | EMPLOYEE TRAINING ADJUSTMENT | |
| 2/8/2024 | AT&T | 02/26/2024 | 5/20/7600 | 646.76 | FIRE ALARM | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | Total | 647.26 | | |

WHEELER RIDGE-MARICOPA WSD
FISCAL AGENT FOR COMMITTEE FOR DELTA RELIABILITY
CUSTODIAL FUNDS-REPORT OF EXPENDITURES AND TRANSFERS
FEBRUARY 2024 FOR THE MARCH 13, 2024 BOARD MEETING

| NAME | INVOICE NUMBER | DESCRIPTION | AMOUNT |
|---|-----------------|-------------|------------------|
| TRANSFERS AUTHORIZED BY WRMWSO BOARD | | | |
| FEBRUARY 14, 2024 BOARD MEETING | FEBRUARY | VOUCHER | 42,695.29 |
| VOUCHER TOTAL REQUESTED | | | 42,695.29 |

EXPENDITURES AUTHORIZED BY COMMITTEE AND PAID BY WRMWSO MANUAL CHECK

| | | | |
|-------------------------------|-----------|---|------------------|
| Center for CA Water Resources | 296 | Hamilton - December 2023 | 294.50 |
| Cramer Fish Sciences | SIN008389 | Science Program - Jan 2024 | 5,437.15 |
| Nossaman | 557789 | ESA/Water Quality Counseling - Dec 2023 | 27,565.90 |
| Water & Land Solutions, LLC | 3709 | Representation - Jan 2024 | 3,895.69 |
| West Coast Advisors | 13881 | Consulting - Feb 2024 | 5,000.00 |
| West Coast Advisors | 13870 | Expenses - Dec 2023 | 502.05 |
| TOTAL PAID | | | 42,695.29 |

INVOICES AWAITING COMMITTEE APPROVAL
INVOICES APPROVED BY WRMWSO BOARD @ MARCH 13, 2024 BOARD MEETING (VOUCHER)

| | | | |
|-------------------------------|-----------|---|-------------------|
| Center for CA Water Resources | 297 | Assn.Mgmt, Hamilton, Murphy - Jan 2024 | 24,654.95 |
| Cramer Fish Sciences | SIN008489 | Science Program - Feb 2024 | 14,918.75 |
| Nossaman | 559014 | ESA/Water Quality Counseling - Jan 2024 | 55,013.05 |
| Water & Land Solutions, LLC | 3758 | Representation - Feb 2024 | 6,104.64 |
| West Coast Advisors | 13907 | Consulting - Mar 2024 | 5,000.00 |
| West Coast Advisors | 13896 | Expenses - Jan 2024 | 231.44 |
| VOUCHER TOTAL REQUEST | | | 105,922.83 |

Wheeler Ridge-Maricopa Water Storage District
Revolving Account Check Listing

FEBRUARY 2024

| Check | Date | Payee | Amount | Description |
|-------|-----------|----------------------|--------------------------------|--------------------|
| | | | BALANCE AS OF 1/31/2024 | 5,564.10 |
| | | | Deposit (2/16/2024) | 1,435.90 |
| | | | 7,000.00 | |
| 3392 | 2/27/2024 | Christopher Nicholas | 337.27 | Meals / CP-1 Class |

Total Checks Issued **337.27**

Ending Balance **6,662.73**

Balance Limit **7,000.00**

Replenish Amount **337.27**

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 BOARD OF DIRECTORS/MANAGEMENT **BENEFITS** BREAKDOWN
 February 2024 FOR THE **March 13, 2024** BOARD MEETING

5.2.1

| NAME | ACWA BLUE CROSS OF CA | | | DENTAL-HEALTHEDGE | | HARTFORD | TOTAL |
|--|-----------------------|--------|------------|-------------------|-------|------------|-----------|
| | MED | VISION | LIFE/AD &D | CLAIMS | ADM | DISABILITY | |
| ATKINSON | 1,644.92 | 17.21 | 9.77 | *** | 18.15 | 0.00 | *** |
| BLAINE | 2,179.52 | 17.21 | 5.50 | *** | 18.15 | 0.00 | *** |
| FRY | 2,179.52 | 17.21 | 4.30 | *** | 18.15 | 0.00 | *** |
| LYDA | 1,644.92 | 17.21 | 9.50 | *** | 18.15 | 0.00 | *** |
| MARIN | 1,946.00 | 17.21 | 5.50 | *** | 18.15 | 0.00 | *** |
| METTLER | 1,644.92 | 17.21 | 5.50 | *** | 18.15 | 0.00 | *** |
| REITER | 822.46 | 17.21 | 3.60 | *** | 18.15 | 0.00 | *** |
| RICHARDSON | 2,179.52 | 17.21 | 2.80 | *** | 18.15 | 0.00 | *** |
| VALPREDO | 2,179.52 | 17.21 | 4.30 | *** | 18.15 | 0.00 | *** |
| LOVELESS | 2,179.92 | 17.21 | 26.00 | *** | 18.15 | 71.29 | *** |
| MCDARIS | 1,644.92 | 17.21 | 12.50 | *** | 18.15 | 71.29 | *** |
| NICHOLAS | 2,179.92 | 17.21 | 26.00 | *** | 18.15 | 71.29 | *** |
| SMITH | 2,179.92 | 17.21 | 78.50 | *** | 18.15 | 71.29 | *** |
| SUGGS | 2,179.92 | 17.21 | 78.50 | *** | 18.15 | 71.29 | *** |
| <div style="display: flex; justify-content: space-between;"> 26,785.90 240.94 272.27 980.75 254.10 356.45 </div> | | | | | | | |
| TOTAL | | | | | | BENEFITS | 28,890.41 |

*** INDIVIDUAL CLAIM AMOUNTS ARE CONFIDENTIAL PER THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)
 THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

**WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 BOARD OF DIRECTORS/MANAGEMENT *COMPENSATION & EXPENSE* BREAKDOWN
 FEBRUARY 2024 for the MARCH 13, 2024 BOARD**

| NAME | DATE | TOTAL | PAYEE | MEMO |
|------------------|------------|-----------------|------------|-----------------------------|
| Atkinson | 02/14/2024 | 129.00 | Atkinson | Regular Board Meeting |
| Blaine | 02/14/2024 | 128.00 | Blaine | Regular Board Meeting |
| Blaine | 02/01/2024 | 125.00 | Blaine | KRWCA Board Meeting |
| Blaine | 02/20/2024 | 125.00 | Blaine | SOKR Executive Meeting |
| Blaine | 02/29/2024 | 125.00 | Blaine | KRWCA Special Board Meeting |
| Fry | 02/14/2024 | 125.00 | Fry | Regular Board Meeting |
| Lyda | 02/14/2024 | 129.00 | Lyda | Regular Board Meeting |
| Marin | 02/14/2024 | 125.00 | Marin | Regular Board Meeting |
| Mettler | 02/14/2024 | 128.00 | Mettler | Regular Board Meeting |
| Mettler | 02/06/2024 | 128.00 | Mettler | White Wolf GSA Meeting |
| Reiter | 02/14/2024 | 139.00 | Reiter | Regular Board Meeting |
| Reiter | 02/06/2024 | 125.00 | Reiter | WWGSA Board Meeting |
| Reiter | 02/08/2024 | 125.00 | Reiter | KCWA Call |
| Richardson | 02/14/2024 | 128.00 | Richardson | Regular Board Meeting |
| Valpredo | 02/14/2024 | 129.00 | Valpredo | Regular Board Meeting |
| DIRECTORS | | 1,913.00 | | |

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 BOARD OF DIRECTORS/MANAGEMENT *COMPENSATION & EXPENSE* BREAKDOWN
 FEBRUARY 2024 for the MARCH 13, 2024 BOARD

| NAME | DATE | TOTAL | PAYEE | MEMO |
|------|------|-------|-------|------|
|------|------|-------|-------|------|

| | | | | |
|---|------------|-------------------|---------|----------------------|
| Loveless McDaris Nicholas Smith Suggs | 02/01/2024 | 95.52 | Verizon | Communication - cell |
| | | MANAGEMENT | 95.52 | |

| | | | | |
|--|--|--------------------------|------|--|
| Kunde | | | | |
| <i>*** note: retired annuitant costs are expense reimbursements not compensation</i> | | | | |
| | | RETIRED ANNUITANT | 0.00 | |

| | | | | |
|-------|-----------|--------------|--------|---|
| Board | 2/14/2024 | 95.00 | Montes | January 09, 2024 Board Meeting - burritos |
| | | BOARD | 95.00 | |

TOTAL EXPENSE 2,103.52

WHEELER RIDGE - MARICOPA WSD
 PAYROLL FUND
 FEBRUARY 2024
 MARCH 13, 2024 BOARD MEETING

| | EMPLOYEES | DIRECTORS | RETIREES | COBRA | SUPPLEMENTAL | TOTALS |
|---|-------------------|------------------|------------------|-------------|---------------|-------------------|
| SALARIES Pay Period Ended: (Feb 03, 2024/ee)-(Jan 31, 2024/dir) | 100,806.00 | 2,098.78 | | | | 102,904.78 |
| SALARIES Pay Period Ended: | 0.00 | | | | | 0.00 |
| SALARIES Pay Period Ended: (February 17, 2024) | 107,309.49 | | | | | 107,309.49 |
| PAYROLL PEOPLE Federal, SSI, Medicare Taxes | 74,538.47 | 351.90 | | | | 74,890.37 |
| PAYROLL PEOPLE State Tax / SDI / SUI | 15,413.77 | 62.12 | | | | 15,475.89 |
| PERS (EMPLOYEE PORTION) RETIREMENT | 22,869.99 | | | | | 22,869.99 |
| PERS (EMPLOYER PORTION) RETIREMENT | 36,790.64 | | | | | 36,790.64 |
| PERS (UAL,GASB 68 reports, SSSA fees) RETIREMENT | 0.00 | | | | | 0.00 |
| NATIONWIDE DEFERRED COMPENSATION Deferred Compensation #1 Deductions | 20.00 | | | | | 20.00 |
| LINCOLN LIFE Deferred Compensation #2 Deductions | 3,890.00 | | | | | 3,890.00 |
| WRM WSD EMPLOYEES' FUND Employees' Fund Deductions | 420.00 | | | | | 420.00 |
| ACWA-HEALTH BENEFITS Medical/Vision Insurance Premium (+cobra) | 82,633.16 | 16,275.11 | 20,069.59 | 0.00 | | 118,977.86 |
| ACWA-LIFE/AD&D Life/supplemental Insurance Premium | 1,414.28 | 52.67 | | | 101.40 | 1,568.35 |
| HEALTH EDGE ADMINISTRATORS INC Dental Insurance Administrative Fees (+cobra) | 798.60 | 163.35 | 490.05 | 0.00 | | 1,452.00 |
| HEALTH EDGE ADMINISTRATORS INC Dental Insurance Claims | 2,971.60 | 417.28 | 1,148.00 | 0.00 | | 4,536.88 |
| THE HARTFORD GROUP Long Term Disability Insurance | 3,136.81 | | | | | 3,136.81 |
| IWO (income withholding orders) | 2,856.12 | | | | | 2,856.12 |
| PAYROLL PEOPLE P/R Processing Fees | 1,039.50 | 91.10 | | | | 1,130.60 |
| TOTAL PAYROLL FUND: | 456,908.43 | 19,512.31 | 21,707.64 | 0.00 | 101.40 | 498,229.78 |

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
REIMBURSEMENTS AND TRANSFERS
MARCH 13, 2024 BOARD MEETING
FEBRUARY/MARCH/APRIL 2024

GENERAL/REVOLVING ACCOUNT:

| | | | |
|---|--|-----|-----------------|
| FUND # | | | |
| 60710 | WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: February 2024 Accounts Payable | 1 | \$ 1,261,157.64 |
| 60710 | WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: Accounts Payable | 1.1 | \$ 0.00 |
| 60710 | WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: February 2024 Accounts Payable | | 1,261,157.64 \$ |
| 60710 | WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: Committee for Delta Reliability | 2 | \$ 105,922.83 |
| 60710 | WRM-WSD WELLS FARGO BANK REVOLVING ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: February 2024 Revolving Account | 3 | \$ 337.27 |
| TOTAL GENERAL/REVOLVING ACCOUNT: | | | \$ 1,367,417.74 |

PAYROLL ACCOUNT:

| | | | |
|-------------------------------|---|---|--------------------------|
| FUND # | | | |
| 60710 | WRM-WSD WELLS FARGO BANK PAYROLL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR PPE: Mar 30, 2024 | 4 | 318,000.00 |
| 60710 | WRM-WSD WELLS FARGO BANK PAYROLL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR PPE: Apr 13, 2024 | 5 | 213,000.00 |
| 60710 | WRM-WSD WELLS FARGO BANK PAYROLL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR PPE: Apr 27, 2024 | 6 | 0.00 |
| TOTAL PAYROLL ACCOUNT: | | | \$ 531,000.00 531,000.00 |

KCWA COUNTY TRANSFERS: [2024 State Contract Payment - payment 1 of 2 \(Deferral\)](#) 6,640,973.00

TOTAL REIMBURSEMENTS AND TRANSFERS: \$ 8,539,390.74

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
TRANSFERS
MARCH 13, 2024 BOARD MEETING
APRIL 2024

APPROVED @ THE
DECEMBER 13, 2023 BOARD MEETING
JANUARY/APRIL 2023

GENERAL ACCOUNT:

FUND #

FROM:

FROM:

60710

Wheeler Ridge - Maricopa Water Storage District - General Account

Transfer to Provide Funds for: 2024 State Contract Payment - payment 1 of 2 (Deferral) \$ 6,640,973.00

Kern County Water Agency Apr 2024 SWP Obligation

Due: 04/04/2024 (to be processed on 04/01/2024)

TO:

60220

Kern County Water Agency (KCWA) General Account

Wheeler Ridge - Maricopa Water Storage District - General Account

Transfer to Provide Funds for: 2024 State Contract Payment - payment 1 of 2 (Deferral)

Kern County Water Agency Apr 2024 SWP Obligation



FUND #

FROM:

TO:

TOTAL TRANSFERS:

\$ 6,640,973.00

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
 BUDGET EXPENDITURES REPORT
 PERIOD ENDING DECEMBER 2023
 (UNAUDITED)

| BUDGET CLASS | ANNUAL BUDGET | ANTICIPATED TO DATE | ACTUAL SPENT TO DATE | UNDER/(OVER) BUDGET TO ACTUAL DIFFERENCE | % OF ANTICIPATED TO DATE |
|---|-------------------|---------------------|----------------------|--|--------------------------|
| PAYROLL SALARIES | 3,808,790 | 3,808,790 | 3,706,167 | 102,623 | 97.31% |
| PAYROLL TAX | 287,764 | 287,764 | 283,608 | 4,156 | 98.56% |
| PAYROLL PERS | 526,615 (1) | 526,615 | 498,214 | 28,401 | 94.61% |
| PAYROLL HEALTH | 983,672 | 983,672 | 965,612 (a) | 18,060 | 98.16% |
| TOTAL PAYROLL & BENEFITS | 5,606,841 | 5,606,841 | 5,453,601 | 153,240 | 97.27% |
| FUEL & OIL | 495,800 | 495,800 | 289,006 | 206,794 | 58.29% |
| MATERIALS & SUPPLIES | 1,169,160 | 1,169,160 | 1,921,309 | (752,149) (4) | 164.33% |
| SMALL TOOLS & INSTRUMENTS | 41,050 | 41,050 | 2,625 | 38,425 | 6.39% |
| COMMUNICATIONS | 60,716 | 60,716 | 67,555 | (6,839) | 111.26% |
| DIRECTORS FEES & EXPENSES | 36,000 | 36,000 | 28,701 | 7,299 | 79.73% |
| DIRECTORS HEALTH | 193,000 | 193,000 | 189,955 (a) | 3,045 | 98.42% |
| INSURANCE & BONDS | 275,600 | 275,600 | 269,910 | 5,690 | 97.94% |
| RETIREEES-OPEB | 300,000 | 300,000 | 270,469 (a) | 29,531 | 90.16% |
| MEMBERSHIPS | 99,455 | 99,455 | 93,381 | 6,074 | 93.89% |
| MISC SERVICES & SUPPLIES | 252,030 | 252,030 | 180,758 | 71,272 | 71.72% |
| OFFICE SERVICES & SUPPLIES | 52,125 | 52,125 | 24,112 | 28,013 | 46.26% |
| COMPUTER SUPPLIES | 40,200 | 40,200 | 35,372 | 4,828 | 87.99% |
| MAINT. & REPAIR BY OTHERS | 262,114 | 262,114 | 201,435 | 60,679 | 76.85% |
| PROFESSIONAL & SPECIALIZED-LEGAL | 125,000 | 125,000 | 135,379 | (10,379) (5) | 108.30% |
| PROFESSIONAL & SPECIALIZED-ACCT: AUDIT | 47,000 | 47,000 | 48,300 | (1,300) | 102.77% |
| WELLS FARGO FEES | 1,200 | 1,200 | 0 | 1,200 | 0.00% |
| PROFESSIONAL & SPECIALIZED-OTHER | 151,550 | 151,550 | 101,532 | 50,018 | 67.00% |
| SGMA - SOKR/KERN GW AUTHORITY | 135,000 | 135,000 | 141,123 (2) | (6,123) | 104.54% |
| SGMA - WHITE WOLF GSA | 75,000 | 75,000 | 124,631 | (49,631) | 166.17% |
| LEGAL NOTICES & PUBLICATIONS | 20,840 | 20,840 | 8,353 | 12,487 | 40.08% |
| RENTED EQUIPMENT | 52,300 | 52,300 | 57,385 | (5,085) | 109.72% |
| SPECIAL DEPARTMENT EXPENSE | 34,100 | 34,100 | 23,757 | 10,343 | 69.67% |
| TRANSP & TRAVEL EXPENSE | 58,695 | 58,695 | 39,065 | 19,630 | 66.56% |
| UTILITIES | 95,500 | 95,500 | 97,755 | (2,255) | 102.36% |
| JUDGEMENTS & CLAIMS EXPENSE | 6,600 | | 0 | 0 | 0.00% |
| CURRENTLY FUNDED ASSETS | 1,118,265 | 861,721 | 861,721 | 0 | 100.00% |
| RESERVE FUNDED ASSETS | 5,393,735 | 125,718 | 125,718 | 0 | 100.00% |
| TOTAL SERVICES AND SUPPLIES | 10,592,035 | 5,060,874 | 5,339,308 | (278,434) | 105.50% |
| KCWA F.O. | 39,474,794 | 39,474,794 | 39,474,794 (3) | 0 | 100.00% |
| KCWA VARIABLE | 11,333,149 | 11,333,149 | 11,333,149 (3) | 0 | 100.00% |
| DISTRICT POWER-PUMPS | 14,447,116 | 14,447,116 | 14,447,116 (3) | 0 | 100.00% |
| TOTAL WATER COSTS | 65,255,059 | 65,255,059 | 65,255,059 | 0 | 100.00% |
| GRAND TOTAL | 81,453,935 | 75,922,774 | 76,047,968 | (125,194) | 100.16% |
| (a) Health Insurance combined | 1,476,672 | 1,476,672 | 1,426,036 | 50,636 | 96.57% |

(1) Includes \$50,000 CalPers Pepra UAL

(2) Includes \$9,618 Remote Sensor grant LandIQ

(3) Budget Revised 5/10/2023

(4) \$1,074,250 is Well Repairs - \$548,285 will be covered by the Well Repair & Replacement Reserve

(5) \$50,711 will be covered by the Contingency Reserve Fund

| CAPITAL EXPENDITURES BUDGET - PERIOD ENDING DECEMBER 2023 | | | | | | | | | | |
|---|--|----------------------|------------------|-------------------|-------------------|---------------------------|-------------------|-------------------|--------------|--------------------|
| | | BUDGET | | | | ACTUAL | | | # of ITEMS | |
| QTY | DESCRIPTION | BGT COST PER ITEM | TOTAL BUDGET | CURRENT FUNDED | RESERVE FUNDED | (net of trade or sale) | CURRENT FUNDED | RESERVE FUNDED | % OF BGT. | PURCH of BUDGET |
| ADMINISTRATION: | | | | | | | | | | |
| 1 | Server Replacement | 35,000 | 35,000 | 35,000 | | 32,451 | 32,451 | | 93% | |
| | SUBTOTAL | | 35,000 | 35,000 | - | 32,451 | 32,451 | - | | |
| ENGINEERING: | | | | | | | | | | |
| 1 | EM Inspection of 10P Lateral | 200,000 | 200,000 | 200,000 | | 140,408 | 140,408 | | 70% | (1) |
| 1 | 10P Lateral Repair Kit | 120,000 | 120,000 | 120,000 | | 2,987 | 2,987 | | 2% | (1) |
| 1 | Capacity Improvement - 4P Lateral | 50,000 | 50,000 | 50,000 | | | | | | |
| 1 | A5X/B5X Intertie Facilities | 460,000 | 460,000 | | 460,000 | 17,974 | | 17,974 | 4% | (1) |
| 1 | High Efficiency Electric Motor Replacement | 600,000 | 600,000 | 167,000 | 433,000 | 184,455 | 184,455 | | 31% | (2) |
| 1 | Intertie with Kern Delta WD | 100,000 | 100,000 | 100,000 | | 50,375 | 50,375 | | 50% | (1) |
| 1 | Drilling Two Replacement Supply Wells | 3,570,000 | 3,570,000 | | 3,570,000 | 28,030 | | 28,030 | 1% | (3) |
| | SUBTOTAL | | 5,100,000 | 637,000 | 4,463,000 | 424,229 | 378,225 | 46,004 | | |
| OPERATIONS AND MAINTENANCE: | | | | | | | | | | |
| 1 | 4-Door Sedan (replaced by 1/2 ton crew cab 4x4) | 30,000 | 30,000 | | 30,000 | 56,469 | | 56,469 | 188% | 1 of 1 |
| 2 | 1/2 Ton Reg Cab Pickup | 25,000 | 50,000 | 50,000 | | 46,739 | 46,739 | | 93% | 2 of 2 |
| 1 | 1/2 Ton Reg Cab Pickup (w/o trade) <i>*did use trade</i> | 35,000 | 35,000 | | 35,000 | 23,245 | | 23,245 | 66% | 1 of 1 |
| 1 | Mid Size Crew Cab 4x4 Pickup <i>*did not have trade</i> | 32,000 | 32,000 | 32,000 | | 35,125 | 35,125 | | 110% | 1 of 1 |
| 2 | 1 Ton Cab/Chassis Utility | 50,000 | 100,000 | 100,000 | | 73,802 | 73,802 | | 74% | 2 of 2 |
| 1 | Portable Air Compressor | 30,000 | 30,000 | 30,000 | | 24,956 | 24,956 | | 83% | 1 of 1 |
| 1 | SCADA System | 1,100,000 | 1,100,000 | 234,265 | 865,735 | 270,423 | 270,423 | | (4) | |
| | SUBTOTAL | | 1,377,000 | 446,265 | 930,735 | 530,759 | 451,045 | 79,714 | | |
| TOTAL CAPITAL EXPENDITURES | | | 6,512,000 | 1,118,265 | 5,393,735 | 987,439 | 861,721 | 125,718 | | |
| (1) | Work Order balance as of 12/31/2023 | | | | | | | | | |
| (2) | PG&E loan over 5 to 10 years | | | | | | | | | |
| (3) | Collected through water charges over multiple years | | | | | | | | | |
| (4) | Collected over 5 years - 1st year at 2.5% interest | | | | | | | | | |



**WHEELER RIDGE – MARICOPA
WATER STORAGE DISTRICT**

12109 Highway 166, Bakersfield, CA 93313-9630, 661-858-2281

MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: SHERIDAN NICHOLAS

DATE: MARCH 6, 2024

SUBJECT: ENGINEER-MANAGER’S MONTHLY REPORT FOR FEBRUARY 2024

During the month of February, the District delivered 1,243 acre-feet of water consisting of the water types described below. Of the total quantity delivered, 204 acre-feet was delivered for industrial use, with the remainder being delivered for agricultural use. This compares to projected deliveries of approximately 2,700 acre-feet estimated in September 2023. The total quantities of water delivered during the month as well as the year-to-date water supply by source and type of water delivery are summarized in the following tabulation:

| | <u>Quantities (Acre- Feet)</u> | | |
|---|--------------------------------|--------------|--------------|
| <u>Source of Supply</u> | <u>Jan</u> | <u>Feb</u> | <u>YTD</u> |
| 2024 SWP Entitlement (a) | | - | - |
| 2023 Carryover (estimate) (b) | 1,094 | 1,040 | 2,134 |
| Pastoria/TRC | 182 | 201 | 382 |
| Granite/TRC | 1 | 2 | 3 |
| Kern Water Bank Recovery (c) | | - | - |
| Kern Water Bank - 2nd Priority Recovery | | - | - |
| Pioneer Project Recovery (c) | | - | - |
| Berrenda Mesa Recovery (c) | | - | - |
| Pumpback to Storage | | - | - |
| Landowner Water Transfer | | - | - |
| User Input-District Wells | | - | - |
| User Input-Private | | - | - |
| <hr/> | | | |
| <u>Type of Delivery</u> | | | |
| Irrigation | 1,093 | 1,039 | 2,132 |
| Industrial Contract | 183 | 203 | 385 |
| Other Industrial | 2 | 1 | 3 |
| Deliveries Total | 1,277 | 1,243 | 2,520 |

(a) Assumes a 2024 allocation of 200,818 acre-feet (100%)

(b) At 01/01/2024, an estimated 20,000 acre-feet of 2023 Carryover was available; 8,041 acre-feet represents Water User Carryover. These figures are subject to further reconciliation as additional information becomes available.

(c) Estimates based on KCWA daily Summary of Deliveries

Engineer-Manager's Report – S. Nicholas

February 2024

Solar Update. The construction report for Wheeler #2 is attached.

White Wolf GSA. Board meeting on February 20. Items of note include:

- Financial Report (cash call of \$165,000 / \$55,000 to WRMWSD)
- Review of 2023 Annual Report
- Update on DWR Grant implementation
- Monitoring Network update
- Update on Annual Report submissions

South of Kern River GSP. Items of note include:

- **Coordination between SOKR districts**
February 20 – SOKR Executive Committee meeting
 - Basin Coordination Committee and Technical Workgroup (TWG) updates
 - Monitoring Network update
 - Report on January 24, 2024 technical meeting with State Water Resources Control Board (SWRCB) Staff
 - GSP Revision Schedule
 - Recommended South of Kern River GSAs to join Letter of Intent to engage Self-Help Enterprises to assist with Subbasin Well Mitigation Program
 - February 20 – next Executive Committee meeting
- **Basin Coordination** - Coordination Committee meeting every Monday and Managers meeting every Friday. Met with SWRCB Staff on March 6 to present well inventory and well mitigation plan.

Meetings in addition to weekly Member Unit and Westside 5 calls, (held either in person or via teleconference):

| | |
|--|--|
| Feb 01 ACWA Board Training | Feb 20 SOKR Executive Committee |
| Feb 02 ACWA Board Meeting | Feb 20 WRM/AE Meeting |
| Feb 02 Kern Water Collaborative | Feb 21 WRM 13 Turnout Discussion |
| Feb 05 Kern County Coordination Committee | Feb 21 CVC Advisory Committee |
| Feb 06 White Wolf GSA Board Meeting | Feb 21 Valley Water |
| Feb 07 SOKR Managers Meeting | Feb 22 Metropolitan Water District of SoCal |
| Feb 07 Renovo Resources | Feb 22 KCWA Board Meeting |
| Feb 08 WRM/AE Meeting | Feb 23 Kern Subbasin Managers Meeting |
| Feb 08 Pioneer Project Meeting | Feb 23 ACWA Region 6/7 Board Meeting |
| Feb 08 Member Unit Managers Meeting | Feb 23 McCarthy, Gianquinto |
| Feb 09 Kern Subbasin Managers Meeting | Feb 26 White Wolf Technical Committee |
| Feb 12 Kern Coordination Committee | Feb 26 California Farm Water Coalition Authority |
| Feb 13 ACWA Agricultural Subcommittee | Feb 26 Kern Coordination Committee Meeting |
| Feb 13 ACWA Finance/Education Subcommittee | Feb 27 White Wolf Grant meeting |
| Feb 13 Committee Delta Reliability | Feb 28 Grapevine MSP |
| Feb 13 Kern Water Bank Board Meeting | Feb 28 SOKR Managers Meeting |
| Feb 14 WRMWSD Board Meeting | Feb 28 AE/WRM Meeting |
| Feb 14 SOKR Managers Meeting | |
| Feb 15 Landowner Meeting | |
| Feb 16 Kern Subbasin Managers Meeting | |

Tadashi Solar (WR2)



Construction Report
 Project Manager: Bob Brady
 Construction Manager: Craig Spahn
 Date: 2/22/24



Temp Low/High (°F): 56/68
 Precipitation: .58" over 4 days
 Forecast: cool / clear



| CONSTRUCTION ACTIVITIES | |
|---|--|
| Safety: PPE in place and being used: <ul style="list-style-type: none"> • High Visibility Vest • Hard Hat • Safety Glasses • Gloves • Hearing protection • Fire Extinguishers No accidents, incidents or near misses occurred / reported. | Racking: PILE Distribution ("Shake out") Pinning / survey for piles Pile Driving Tracker Assembly |
| Electrical: | Civil: Fencing installation in progress. SWPPP Installation. Site prep / Berm removal |
| | Inspections: Pile Driving special inspection ongoing. |

| RECEIVING – LONG LEAD & MAJOR ITEMS | | | | |
|-------------------------------------|--------|----------|---------|--------|
| Material | Total | Received | Balance | % Comp |
| Inverters CPS125 | 42 | 0 | | 0% |
| ATI tracker | | | | 100% |
| Switchgear | 2 | 0 | | 0% |
| Transformer | 1 | 0 | | 0% |
| DAS – Also Energy | 1 | 0 | | 0% |
| Recloser | 1 | 0 | | 0% |
| GOAB – Air Switch | 1 | 0 | | 0% |
| Modules – NESE 550w | 14,308 | 0 | | 0% |

| ON SITE WORKFORCE | |
|------------------------|---|
| Summit Energy | 1 |
| Lamont Fence | 2 |
| RPCS (Mechanical Sub.) | 8 |
| RHC (civil sub.) | 5 |

| PG&E |
|------|
| |



| 2 WEEK LOOK AHEAD PROJECTION |
|--|
| Activity |
| Fence construction |
| Pile Installation |
| Site Prep / construction entrance construction |
| Civil construction / berm removal |

Tadashi Solar Project (WR2)

Installation Completion Status

| Status: | Total Quantity | Installed to date | % Complete |
|--------------------------------|----------------|-------------------|------------|
| Equipment Pad (Ea) | | | 0% |
| Fence Install (LF) | 10,360 | 8735 | 65% |
| Tracker Piles Installed (Ea) | 2,195 | 550 | 25% |
| Auxiliary Piles Installed (Ea) | 42 | | 0% |
| Tracker Installed (Row) | 151 | | 0% |
| Modules Installed (Row) | 14,308 | | 0% |
| Plug & Play = Mod to Mod (Row) | 151 | | 0% |
| Wire Management (Row) | 151 | | 0% |
| Inverters Set (Ea) | 42 | | 0% |
| Combiner Box Set (Ea) | 42 | | 0% |
| Combiner Box Terminations (Ea) | 42 | | 0% |
| Concrete Slab Switchboard | 2 | | 0% |
| Transformer Pad | 2 | | 0% |
| Switchboards | 4 | | 0% |
| Transformer | 2 | | 0% |
| Recloser - Viper | 1 | | 0% |
| Controller - Beckwith | 1 | | 0% |
| PG&E Meter Enclosure | 1 | | 0% |
| GOAB / Air Switch | 1 | | 0% |
| DAS / Also Energy | 1 | | 0% |
| Tracker Controllers | 1 | | 0% |
| Auxiliary Transformer | 2 | | 0% |
| CAB (LF) | | | 0% |
| MV Trench Opened (LF) | | | 0% |
| MV Wire Installed (LF) | | | 0% |
| MV Trench Backfilled (LF) | | | 0% |
| MV Terms (Ea) | | | 0% |
| DC Trench Open (LF) | 2,788 | | 0% |
| DC Conduit (LF) | | | 0% |
| DC Trench Backfill (LF) | 2,788 | | 0% |
| DC Cable HR String Wire (Row) | | | 0% |
| DC Cable Combiner Output (LF) | | | 0% |
| AC Trench Open (LF) | | | 0% |
| AC Trench Backfill (LF) | | | 0% |
| AC Wire Pulled in (Ea) | | | 0% |
| Terminations Switchboard (%) | | | 0% |
| Terminations Inverters (Ea) | | | 0% |
| RS-485 Cable (LF) | | | 0% |
| RS-485 Terminations (Ea) | | | 0% |

SWPPP



BERM REMOVAL





PILE DRIVING AND TRACKER



TUMBLEWEED BURN OFF (Permitted County Burn Day)



RETIRED ANNUITANT REPORT (R. KUNDE)

February 2024

Delta Conveyance Project - Change in Point of Diversion Petition. On February 22, DWR submitted said Petition to the State Water Resources Control Board. On February 29, the SWRCB issued a public notice that acknowledged receipt of the change petition and detailed the process to submit a protest against the petition. Protests against the change petition must be filed by April 29th, 2024.

Approval of the SWRCB is required in order to divert water under the existing SWP water right at the new locations proposed for the DCP. DWR anticipates SWRCB action on the petition in 2026.

Delta Conveyance Project - Schedule. *(No change from the January Report.)* The schedule for DCP activities includes:

- early 2024: filing an application for a Change in Point of Diversion (CPOD) with the State Water Resources Control Board,
- 2024 Q2: preparation of a Class 4 cost estimate,
- 2024 Q2: a call for funds (not bond debt) from the State Water Contractors and Member Units,
- mid 2024: issuance of the final federal Environmental Impact Statement,
- 2024: issuance of federal Biological Opinions and the state Incidental Take Permit,
- 2024-26: continuing engineering design,
- 2026: obtain approval of the CPOD, and
- 2026-27: obtain a Consistency Determination with the Delta Plan.

The construction period is estimated at 13 years from start of construction. Start of construction is to be determined based on progress on the activities described above including litigation.

Delta Conveyance Project - Short-Term Funding. The Retired Annuitant prepared a description and cost analysis of the additional funding needed in 2024 to continue DCP permit activities, engineering, water right activities and other matters. This information was provided to the Board of Directors February meeting in closed session.

Sites Reservoir - Litigation re: Final Environmental Impact Report. On January 22, the Yolo County Superior Court, Case No. CV2023-2626, Honorable David Rosenberg presiding, issued a Minute Order with the following schedule that conforms to the requirements of SB149 requiring expedited consideration of CEQA litigation for certified projects such as Sites Reservoir:

- | | |
|---------|---|
| 2/28/24 | Petitioner's opening brief due. Not to exceed 40 pages. |
| 4/5/24 | Respondent's opposition to be filed and served. Not to exceed 40 pages. |
| 4/15/24 | Petitioner's Reply Brief due. Not to exceed 20 pages. |
| 5/3/24 | Pre-Disposition Hearing on the Merits. |
| 6/3/24 | Trial Court Decision. |

Petitioner (6 environmental groups) filed their opening brief on February 28 per the schedule.

Sites Reservoir - Closing the Water Right Application Protest Resolution Period. At the Sites Project's February 16 meeting, the Reservoir Committee and Authority Board authorized "the Executive Director to submit the protest resolution status report immediately following the end of the protest resolution period on February 28, 2024, requesting the State Water Resources

Control Board (SWRCB) close the Sites Project water right application's protest resolution period and implement their hearing process to achieve a Sites Water Right Permit and associated Order/Decision no later than February 1, 2025."

Some, but not all, of the 15 Protests are expected to be resolved prior to the formal evidentiary hearing later this year.

Sites Reservoir - Water Right Hearing Schedule. This schedule is subject to change. It is controlled by the State Water Resources Control Board – not the Sites Project.

- April/May timeframe – Pre-hearing Conference and Hearing Notice Issued
- June timeframe – Case in Chief Written Testimony Submitted
- July through October timeframe – Hearings including Written Rebuttal Testimony Submittal and Rebuttal Hearing Days (8-10 actual Hearing days, significant chance of longer), Hearing Officer is likely to compartmentalize hearings by issue
- October/November – Post Hearing Briefs Due
- January/February 2025 – SWRCB Administrative Hearing Officer issues Order/Decision for SWRCB Board Consideration and SWRCB Board Approves Order and Issues Water Right Permit
- SWRCB has 90 days to act on Hearing Officer proposed Order, but practice is to consider Order at next SWRCB meeting.

Sites Reservoir - Joint Meeting of Sites Project Authority (SPA) and Reservoir Project Committee (RPC). At its February 16, 2024 meeting, the SPA and/or RPC took actions as follows:

- approved the Consent Agenda (6 items);
- elected officers as follows: (* incumbent officer)
Authority Board:
Chair: Fritz Durst* (Board President, Reclamation District 108)
Vice-Chair: Jeff Sutton* (General Manager, Tehama-Colusa Canal Authority)
Reservoir Committee:
Chair: Mike Azevedo (Public Works Director, County of Colusa)
Vice-Chair: Robert Kunde (Retired Annuitant, WRMWSO); based on past history, he would become Chair in February 2025;
- authorized the Executive Director to take the actions described above regarding “*Closing the Water Right Application Protest Resolution Period*”; and
- authorized extending the Maxwell Irrigation District Memorandum of Understanding regarding water rights.

Discussion items were as follows.

- provided a status report and overview on the update to the Sites Operations Plan; comments were solicited; and
- received an update on the development of the (a) Benefits & Obligations Contract, (b) Amended and Restated Joint Powers Agreement, and (c) Phase 3, 4, and 5 Bylaws; comments were solicited on the public drafts included in the Board packet.

A closed session was held regarding the water right application, property acquisition and CEQA litigation.

The next regular joint Sites Project Authority/Reservoir Project Committee Meeting will be held on March 22, 2024.

Sites Reservoir - Other Matters.

As Chair of the Operations and Engineering Work Group, the Retired Annuitant appointed selected Sites staff and Sites participants to the Construction Legal Services Interview Panel. The Panel reviewed 9 responses to the Sites Request for Proposals to provide legal contract development services related to retention of (a) a Construction Manager at Risk and (b) Environmental Mitigation services, held interviews with 3 law firms, and recommended 2 firms for consideration at the March Sites meeting.

The Retired Annuitant developed an agenda and background materials, and arranged and led a discussion of Sites Governance among selected South of Delta Sites participants.

The Retired Annuitant provided the following information by email to District Water Users participating in the Project:

- a consolidated summary of Sites activities for the November to January period comprising the Monthly Reports to the District Board of Directors,
- an Endangered Species Permits Status Report memorandum to the Board describing the timeline for obtaining various permits,
- the Sites press release “What if Sites were operational today?” describing diversions and storage that could have occurred for the water year to date, and
- notice of the election of the Retired Annuitant as vice-chair of the Reservoir Project Committee.

Meetings. The Retired Annuitant attended the following meetings during the month including 8 meetings for the Sites Project.

| | |
|--------|---|
| Feb 13 | Committee for Delta Reliability |
| Feb 08 | Delta Conveyance Project - Policy Briefing |
| Feb 13 | Delta Conveyance Project - Policy Update |
| Feb 20 | Delta Conveyance Project - Policy Update |
| Feb 08 | Sites Reservoir - Benefits and Obligations Contract Payment Annex |
| Feb 09 | Sites Reservoir - Budget and Finance Committee |
| Feb 05 | Sites Reservoir - Contract Strategy Workgroup |
| Feb 07 | Sites Reservoir - Coordination Committee |
| Feb 16 | Sites Reservoir - Joint Sites Project Authority/Reservoir Project Committee |
| Feb 12 | Sites Reservoir - Land Management Committee |
| Feb 15 | Sites Reservoir - Sites/DWR/Reclamation Operations Agreement Technical Team |
| Feb 09 | Sites Reservoir - South of Delta Governance Group |
| Feb 15 | State Water Contractors - Board of Directors |
| Feb 14 | WRMWSO Board of Directors |

DIRECTOR OF WATER RESOURCES REPORT (E. MCDARIS)

2024 State Water Project Allocation

DWR announced the initial 2024 State Water Project allocation of 10% on December 1, 2023; this allocation was subsequently increased to 15% on January 21st, 2024, where it remains at this time. DWR’s allocation analysis considered several factors including existing storage in SWP conservation reservoirs, SWP operational constraints such as the conditions of the Biological Opinions for Delta Smelt and Salmonids, and the Longfin Smelt Incidental Take Permit, and the 2023 contractor demands. DWR may revise the initial and subsequent allocations if warranted by the year’s developing hydrologic and water supply conditions.

The 15% allocation is generally consistent with the 90% probability of exceedance study with moderate Old and Middle River (OMR) restrictions in DWR’s most recent “*Allocation Analysis for 2024*” (Analysis). The *Analysis* includes different ranges of impacts from the Delta Smelt and Salmon Biological Opinions as well as the Longfin Incidental Take Permit (the *Analysis* uses existing Delta Smelt Biological Opinion standards). Key points of the *Analysis* include:

The February 23rd, DWR analysis results for 2024 are as follows (values in acre-feet).

| Source/SVI | Dry | Dry | Below Normal | Above Normal |
|-------------------------|----------|----------|--------------|--------------|
| SWP Allocation | 13% | 18% | 31% | 53% |
| OMR Restriction [a] | Moderate | Moderate | Moderate | Moderate |
| Prob. Of Exceedance [b] | 90% | 75% | 50% | 25% |
| District Supply | 25,621 | 35,476 | 61,097 | 104,457 |

[a] Average Old and Middle River reverse flow restrictions (cfs) from December 2023 to July 2024.

[b] Example: a 90% Probability of Exceedance means there is a 9 in 10 chance conditions will be wetter than assumed, and 1 in 10 chance conditions will be conditions will be drier than assumed.

Note that precipitation is not runoff, and runoff is not Delta export pumping for the District. Under normal conditions, an average precipitation year equates to a 65% to 75% SWP allocation depending on timing and proportions of snow and rain.

Water and Snowpack Conditions.

The “*Northern Sierra 8-Station Precipitation Tabulation*” index of rain and snow water content for the Sacramento, Feather, Yuba and American River Basins in February was 12.0 inches of the monthly average of 8.9 inches. *Accumulation* for the season is as follows:

| | |
|---|-------|
| Current Amount – October 1, 2023 – September 30, 2024, | 32.8” |
| Seasonal Average to Date | 35.9” |
| Seasonal Percent of Average to Date | 91% |
| Average (historic) for the entire Water Year (Oct. 1 through Sep. 30) | 53.2” |

The “*San Joaquin 5-Station Precipitation Tabulation*” index for the month of February was 9.8 inches, which is 142% of historical average (6.9 inches). *Accumulation* for the season is 19.8 inches, which is 74% of the seasonal average of 26.5 inches.

Carryover and Spill Conditions.

The District continually reviews current San Luis Reservoir (SLR) storage levels (February 29th, -68% capacity, 85% of average) to determine optimum carryover amounts. End of month San Luis Reservoir conditions were as follows:

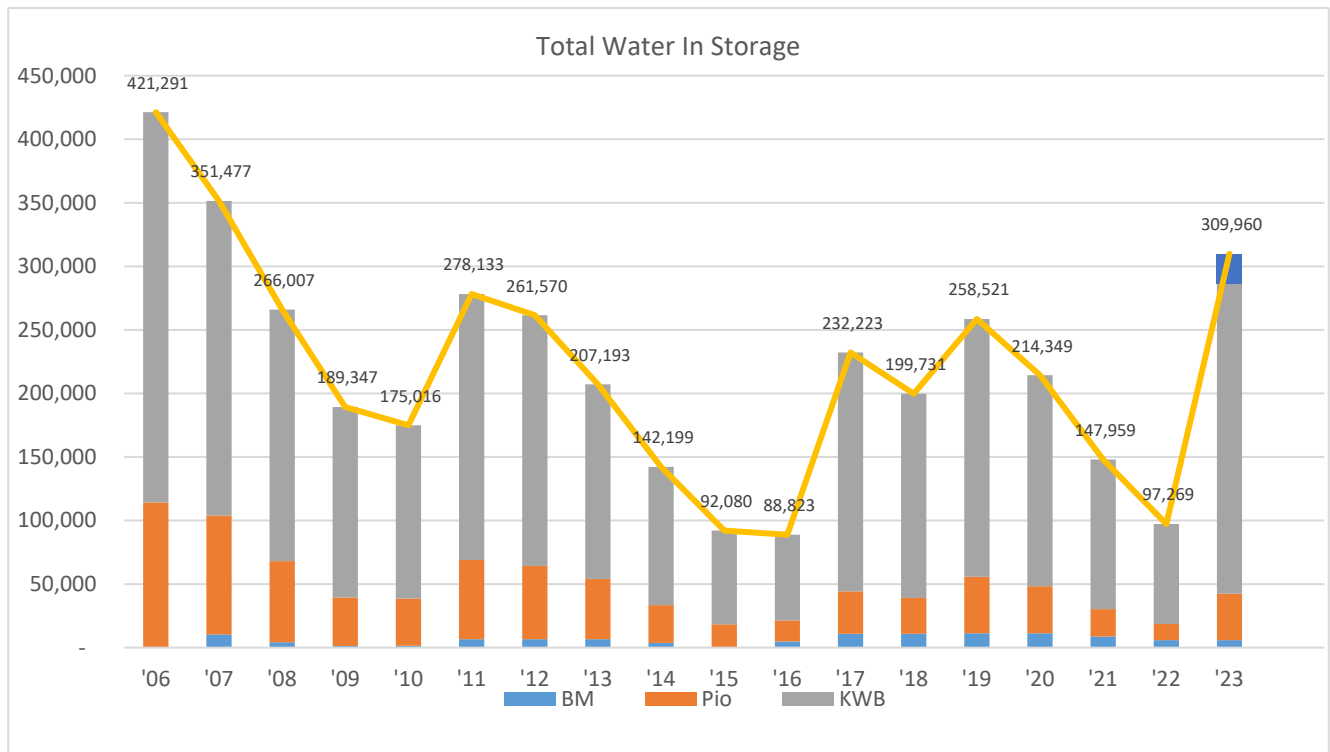
| <u>Description</u> | <u>Million Acre-feet (MAF)</u> |
|----------------------------------|--------------------------------|
| SLR Capacity | |
| SWP Share | 1.062 |
| CVP Share | <u>0.966</u> |
| SWP + CVP subtotal | 2.028 |
| Actual December 31, 2014 storage | 0.820 |
| Actual December 31, 2015 storage | 0.436 |
| Actual December 31, 2016 storage | 1.259 |
| Actual December 31, 2017 storage | 1.638 |
| Actual December 31, 2018 storage | 1.503 |
| Actual December 31, 2019 storage | 1.286 |
| Actual December 31, 2020 storage | 0.955 |
| Actual December 31, 2021 storage | 0.616 |
| Actual December 31, 2022 storage | 0.688 |
| Actual December 31, 2023 storage | 1.147 |
| February 29, 2024, storage | |
| SWP Share | 0.474 |
| CVP Share | <u>0.922</u> |
| SWP + CVP subtotal | 1.397 |

The amount of State Water Project water stored during the month of February increased approximately 77,000 acre-feet going from 397,306 acre-feet at the end of January to 474,449 acre-feet at the end of February. On March 4th, 2024, SLR overall storage is approximately 571,000 acre-feet from full.

Carryover. At present, staff estimates total District carryover to be approximately 20,000 acre-feet. Approximately 8,000 acre-feet of which is Water User carryover, with the remainder being District carryover. These numbers are subject to reconciliation as more information is received.

Meetings. The Water Resources Manager attended the following meetings in-person or remotely during the month:

- 2/6, 2/13, 2/20, 2/27 – KCWA Ops Call
- 2/6, 2/13, 2/20, 2/27 – District supervisor meeting
- 2/7, 2/14, 2/21, 2/28 – Westside Weekly Call
- 2/6, 2/26 – White Wolf GSA / Tech. Comm. Meeting
- 2/1, 2/9 – Produced Water Grant Discussion
- 2/9, 2/15 – SWC Operations Call/Mid-month Check-in
- 2/20, 2/28 – Overlap Discussion w/ AEWSD



THE CONTRACT ADMINISTRATOR’S WORK INCLUDED:

Contract/ Water Allocation Work.

- Contract 124A13
 - Grant Deed Review/Verified
 - Began drafting the Assumption Agreement
- Contract 22B
 - Grant Deed Review/Verified
 - Obtained copy of Grant Deed from Hall of Recorders
 - Completed and Mailed Assumption Agreement to Landowner
 - Pending Landowner’s Notarized signatures
- Contract 62, & 160
 - Pending Landowner’s Notarized signatures
- Contract 2.01B & 86G
 - Received notarized Board Signatures
 - Pending recording at the Kern County Recorder’s Office
- Contract 51 & 51C.
 - Completed Combined Turnout Agreement/Approved
 - Completed and Mailed Assumption Agreement and Combined Turnout Agreement to Landowner(s)
- Contract 63 & 12102
 - Received back from the Kern County Recorder’s Office
 - Completed Post Recording Procedures
- Other Contract work
 - 02 Drafted/Completed Farming Unit Operation Agreements

Landowner Assistance.

- Assisted Water Users with information regarding water ledger—YTD use, acre-feet remaining, carryover, user input agreement questions/balances, water allocations/costs, water returns, etc.
 - Assisted 04 Water User (s) with 2024 SWP Allocation/Pool/Return Water questions.
 - Assisted 07 Water User (s) with Carryover/Water/Usage
 - Assisted 08 Water User (s) with 2024 Water Costs/Allocation/Other questions.
 - Assisted 03 Water User (s) with APN District verification (Appraiser Requests)
 - Assisted 04 Non-contract User (s) with general allocation/cost associated with The District.
 - Assisted 04 Water User (s) with Farming Unit Operation Agreement questions.
 - Assisted 10 Water User (s) with Second Priority Sub-Account Program
 - Assisted 05 Water User (s) with GWSC Questions/Information
 - Assisted 02 Water User (s) with Current Contract Transfer Updates
 - Assisted 02 Potential Water User (s) with Water District Information/Water Allocations/Costs
- Processed 01 Returns to Place Water in the District Pool

Other Tasks.

- Important Notices via email to Landowners/Water Users
 - KWB Sub-Account Subscription Capacity to Recover Notice
- Completed weekly water schedule updates, reconciling variances with Dispatch and Controller.
 - Worked with Controller & Operations on End of Month Water Reports & Non-Contract Accounts.
- 2023 Delinquencies
 - 2/02/24 – Received Recorded ‘Release of Delinquency on List of Delinquent Tolls & Charges’ back from the Kern County Recorder’s Office
 - 2/05/24 – Updated Calendar of Procedures Leading to Certificate of Sale, drafted cover sheet for Landowner, and mailed copies of the Recorded ‘Release of Delinquency on List of Delinquent Tolls & Charges’ for two Landowners
- Reviewed the monthly Accounts Payable and distributed Board and Annuitant payables.
- Managed Petty Cash Fund and EC stamp cash fund
- 2/29/2024-Resolved a Parcel Issue with the Kern County Assessor/Recorder Office
- 2/14/24 Attended Board Meeting
- 2/20/24- Attended Mandatory Sexual Harassment Prevention Training

Accounting Activities – J. Smith

February 2024

Controller's Report:

2024 Water Allocations, Deliveries, and Billings. The February water reports were mailed on March 1. On December 1, 2023, DWR announced an initial SWP allocation of 10% of CAW. The DWR announced a revised allocation of 15% on February 21. The District's current allocation is 100%. If as expected, the State and Supplemental allocation does not reach 100%, a lower revised water supply will be allotted later this year. Current allocations are:

| | <u>Acre-Feet</u> |
|--------------------------------|-------------------|
| • SWP | 200,818.00 |
| • Supplemental | 0.00 |
| • User Input (Jan-Feb) | 0.00 |
| • Carry Over | 8,041.07 |
| • TWS | 0.00 |
| • Pooling net of pool purchase | <u>1,620.00</u> |
| • Total Supply | 208,155.07 |
| • Deliveries (Jan-Feb) | <u>2,132.13</u> |
| • Unused | <u>205,106.94</u> |

- The second contract billing statements and the first non-contract billing statements were mailed on February 26.

Controller Report-Smith:

- Continued job search for assistant controller.
- Calculated and prepared 1st non-contract billings.
- **Meetings:**
- February 12- Second interview-Assistant Controller at District
- February 21- Meter Standards Meeting
- February 21-Second interview-Assistant Controller at District

The Staff Accountant's activities included:

- Processed accounts payable.
- Prepared and submitted the annual State Controller report
- Prepared assigned audit requests
- Uploaded audit responses to the auditor's Sharefile program
- Prepared trial balance reports requested by the Director of Water Resources
- Assisted two water users with billing questions
- Responded to one public records request
- Followed up on outstanding miscellaneous A/R invoices
- Entered transactions needed to reconcile bank accounts
- Processed incoming checks and wire transfer cash receipts
- Printed payroll burden checks and entered transactions into the bank positive pay software
- Recapped YTD work order expenses and compiled backup invoices
- Posted journal entries in the general ledger
- Reconciled general ledger accounts
- Completed the Budget, Capital Expenditure, and Reserve Reports
- Prepared a financial report for the South of Kern River GSP

- Invoiced South of Kern River participants for shared expenses
- Prepared financial reports and accounts payable checks for Committee for Delta Reliability
- Reviewed paid A/P invoices for coding and budget expenditure
- Continued training to back up Controller with water billing in Access and Latis
- Attended the WRMWSD Board meeting and assisted with recording minutes
- Participated in weekly accounting department meetings
- Attended the Sexual Harassment training session
- Attended Solar Savings Software Zoom meeting with the Staff Engineer.
- Attended SCADA Project staff meeting

The Accountant's activities included:

- Accounting/Payroll:
 - Prepared Bi-Weekly Burden Rate/Register Fund Worksheet.
 - Prepared Monthly Miscellaneous Invoices for Cattle, Short Run, and Industrial.
 - Prepared and submitted Audit Schedule Requests.
 - Prepared and Posted Monthly Journal Entries.
 - Prepared/filed governmental compliance reports.
 - Assisted with office duties: Cash Receipts, Deposits, Mail, Payroll.
 - Assisted with ACH payments, with Controller and Staff Accountant.
 - Notified Contract Administrator of WF Funds AP.
 - Assisted O&M Superintendent with ACWA/JPIA Property Renewal.
 - Assisted actuarial firm with GASB data.
 - Trained with Junior Accountant/Controller regarding payroll software.
 - Set up new payroll fees journal entry.
 - Prepared monthly bank reconciliations balance to general ledger.
 - Attended Monthly Board meeting remotely.
 - Assisted employees with travel expense reports.
 - Maintained District's accounts payable positive pay software.
 - Attended Weekly Accounting Meetings.
 - Reviewed Banking Client Analysis Statement for validity of charges.
 - Prepared and submitted audit requests.
- Board Preparations:
 - Maintained Burden Distribution by employee for Budget Expenditure Report.
 - Assisted O&M Superintendent with Safety Incentives.
 - Prepared Director and Retiree Actuals for Staff Accountant.
 - Prepared Board Bank Balances for Kern County, LAIF, CAMP, and Wells Fargo.
 - Prepared & Sent Board Vouchers for AP, CDR, and Payroll.
 - Prepared Monthly Board Certification.
 - Prepared Treasurer's Report and Supporting schedules and Documents.
 - Prepared Board A/P Reconciliation worksheet.
 - Prepared Monthly Expenditure Report.
 - Assisted with Board preparations and setup.
 - Prepared Estimated payroll voucher worksheet for Board.
 - Prepared Monthly Cell Tax Worksheet.
 - Prepared Board Payroll Reconciliation worksheet.
 - Prepared Monthly Payroll Fund Report.
- CalPERS/Benefits/Miscellaneous:
 - Prepared CalPERS payroll data transmitted along with payments.

- Reviewed CalPERS correspondence.
- Sent CalPERS 2022/2023 Salary Schedule Request.
- Worker's Compensation employee first aid.
- Attended Sexual Harassment Prevention Training.
- Maintained Life Insurance Supplemental Worksheet.

The Junior Accountant's activities included:

- Accounts Payable: code, obtain approvals, and post all invoices to the District's accounting program until February 9
- Prepared payroll
- Prepared burden payments
- Prepared Director's payroll
- Daily desktop deposits of cash receipts on days in office
- Attended payroll meetings.
- Trained Accountant for payroll backup

ENGINEERING ACTIVITIES (T. SUGGS)

February 2024

South of Kern River (SOKR) GSP:

- During February, water levels were recorded in 12 out of 14 monitoring wells; the remaining two well sites were inaccessible due to mud.
- The Staff Engineer, Water Resources Director, and Engineer-Manager jointly drafted a brief narrative on progress made toward SGMA implementation in 2023. The narrative was subsequently conveyed to Todd Groundwater in support of the Kern Subbasin's 2023 Water Year Annual Report to the DWR.

White Wolf Basin GSA:

- Water levels were observed in 10 SGMA monitoring wells and conveyed to EKI.
- Engineering Department staff worked with Provost & Pritchard and AEWS staff to refine plans for In-lieu Banking facilities in the WRMWSD-AEWS overlap area of the White Wolf Basin. When complete, new turnouts and pipelines will connect existing District and AEWS distribution systems and will allow CVP flood water to be delivered to about 3,900 irrigated acres that have traditionally relied solely on groundwater, in a sense leaving the unpumped water "banked" in the ground. A total of 19 new turnouts are contemplated with up to four belonging to the District. Funding was recently provided by a Proposition 68 grant.

850A-850B System Interconnection:

- The alignment for the future interconnection pipeline was surveyed for ground elevation and approximate stationing was field marked.
- Detail drawings were drafted for the B5X turnout and intertie; these were subsequently forwarded to the O&M Department for fabrication.
- Discussions continued with PG&E's consultant with a view toward validating the District's estimate of the kilowatt hours that can be avoided by connecting the 850A and 850B systems.

Groundwater Service Charges: The Staff Engineer drafted a brief presentation on a potential District program for direct metering of groundwater extraction in local private wells and presented preliminary findings to District staff on February 21st.

Annual Well Performance Testing: Field tests were conducted at the #A1, #A2, and WRM 7 wells between February 27th and 29th pursuant to a longstanding program of annual well testing. All were found to be ready to run with acceptable efficiency, drawdown, and reliability. The balance of District supply wells will be tested in March.

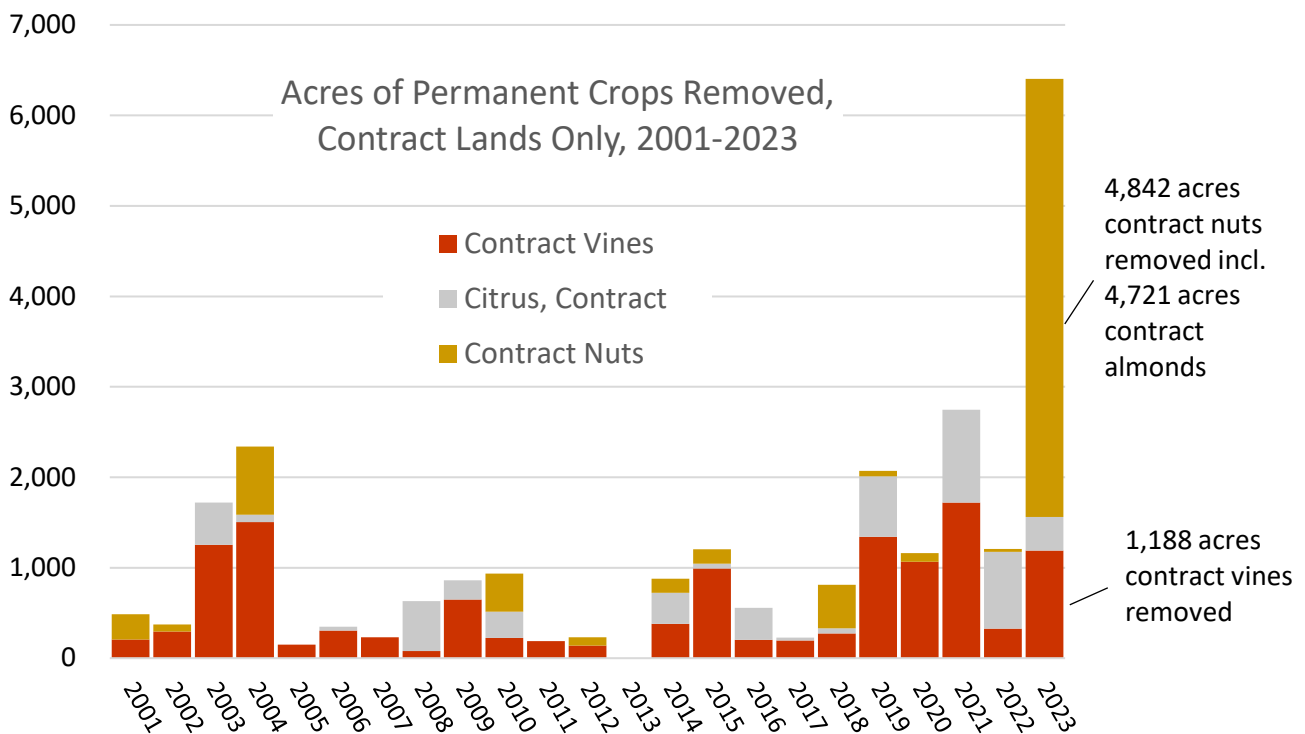
10P Lateral Repair Kit: The Northwest Pipe Company submitted draft shop drawings for a 78-inch-diameter pipe repair kit for District review in accordance with its contract on February 20th. Drawings were subsequently approved by Engineering Department staff of February 22nd.

General Public:

- A Water User was provided with District map showing his owned parcels.
- A preliminary 2024 parcel map was obtained from the Kern County Assessor's Office.
- A Water User was provided with a corrected simulation of 2022 Groundwater Service Charges.

Energy: The Staff Engineer researched available software for tracking solar generation at the District’s four solar generation projects (Triangle, Spill Basin, Wheeler #1 and Wheeler #2) and for comparing the cost of generation versus PG&E bills.

Crop Surveys and Historic Crop Consumptive Use: The Staff Engineer recomputed 23 years of crop surveys and estimated historic crop water use using a database program plus readily available crop coefficients. It was previously observed that despite a 100 percent SWP allocation, 2023 District surface water deliveries were only 153,193 acre-feet compared to more than 184,000 acre-feet in 2017 (when the final SWP allocation was 85 percent), raising the question of whether some Water Users were continuing to pump groundwater in preference to surface water. In the end, it was concluded by staff that the drop in deliveries was fully explained by the fact that approximately 4,842-acres of contract nut acres were removed in 2023 together with 1,188 acres of contract vines.



Underground Facilities and Turnouts: The following field activities and/or research were conducted related to underground facilities:

- Engineering Department staff responded to 181 underground services alerts (USAs) during the month, eventually marking a total of 4.6 miles of District pipelines.
- Two key locations on the 9AG-A Lateral were potholed with the assistance of the O&M Department on February 14th and location notes were added to the plan and profile drawings.
- Engineering Department staff worked with a solar developer that was contemplating building a paved driveway over a portion of the District’s 4G Lateral, but it was eventually determined that the driveway would not need to cross.
- The Engineering Assistant provided engineering support to the O&M Department during the repair of a pipe break on the 4G-B Lateral, including design of a new turnout and couplers.

- A deep ripping firm was advised about its obligation to notify the District of any changes to the ripping plans and to stay out of marked buffer zones in the 850B Service Area.
 - Field inspections were made while a gas company contractor constructed a 3-inch diameter plastic gas line that crossed the 5G-1 Lateral.

Corrosion Protection:

- A broken ground wire was repaired at the 7P-P3 Pumping Plant with the assistance of the O&M Department.
- With management’s permission, the Corrosion Technician held several working meetings with a senior corrosion professional from the DWR. Here, the two professionals discussed how to survey cathodic test stations, how to diagnose certain known corrosion hot spots, and how to improve monitoring practices.
- Engineering Department staff attended a presentation on electronic pipe inspection by APPIA.

Staff Continuing Education:

- The Engineering Assistant attended classes at Cal Poly San Luis Obispo on pump selection and pump efficiency testing from February 28th – March 1st.
- The Engineering Assistant also successfully passed a course in the Project Management certificate program at Cal State Bakersfield.
- The Corrosion Technician attended a week long *Cathodic Protection Tester 1* course offered by the Association for Materials Protection and Performance in Downey, California.

Meetings Attended:

| | |
|-------------|--|
| February 6 | White Wolf GSA Board Meeting |
| February 6 | KCWA Operations Conference Call |
| February 7 | Product Demonstration by APPIA Pipeline Inspection |
| February 8 | ACWA SGMA Implementation Subcommittee |
| February 12 | Meeting with TerraVerde Energy |
| February 15 | PFAS Monitoring Discussion with DWR and Pump-in Facilitation Group |
| February 20 | KCWA Operations Conference Call |
| February 26 | White Wolf Technical Committee |
| February 27 | KCWA Operations Conference Call |










District Well Status Summary

As of March 8, 2024

| Well Name | Status / Description of the Problem | Most Recent Activity | Next Planned Activity |
|---|--|---|--|
| Not in Running Condition | | | |
| #C3  | Off line for vandalism; wires were stolen some time during November 2023. SWL was 577' on 2/20/2024. | Electrical wires were stolen in summer 2023, replaced in October 2023, and stolen again in November 2023. Tested 11/1/2023 and found to run very smoothly, producing 840 gpm with 9' of drawdown at good (71%) pump efficiency. L.O. Lynch completed installation of Goulds-made 12CLC, 13-stage pump assembly rated at 775 gpm 10/12/2023. | It is recommended that the well remain as is until it can be determined whether it will be needed during 2024. If needed, wires can be replaced within a few days. |
| Currently in Running Condition | | | |
| WRM7  | Currently off. SWL was 480' on 2/27/2024. | Tested 2/27/2024 and found to produce 1060 gpm with 288' of drawdown at 71% efficiency. Redeveloped in Feb 2023. FPI completed installing a new Flowise-made pump unit rated 950 gpm at 910' TDH 3/17/2023. | |
| PA-1  | Currently off. SWL was 702' on 2/21/2024. | Tested 2/27/2023; found to produce 960 gpm with 21' of drawdown at good efficiency. New pump assembly rated 1007 gpm at 887' TDH was installed 6/28/2021. | |
| #A1  | Currently off. SWL was 668' on 2/21/2024. | Tested 2/29/2024 and found to produce 1480 gpm with 62' of drawdown at 76% efficiency. Motor was repaired and placed back in service 7/7/2021. | |
| #A2  | Currently off. Returned to service 11/14/2023. Known to have a dogleg in the borehole at about 760' of depth. SWL was 626' on 2/21/2024. | Tested 2/29/2024 and found to produce 420 gpm with 70' of drawdown at 72% efficiency. L.O. Lynch completed installation of a new submersible electric pump and motor unit on 10/12/2023 (Goulds 7CHC, 8-stage pump plus 150-hp, 3600-rpm electric motor). | |
| #A4  | Currently off. SWL was 585' on 2/21/2024. | Tested 2/28/2023; found to produce 690 gpm at 33' of drawdown but at relatively low (57%) efficiency. New bowl assembly rated 800 gpm was installed 2/22/2021. Placed back in service 4/13/2021. | |
| #B1  | Currently off. SWL was 736' on 2/24/2024. | Tested 2/28/2023 and found to produce 880 gpm with 22' of drawdown at 67% efficiency. New pump assembly (rated 1005 gpm at 868') installed 6/17/2021. | |
| #B2  | Currently off. SWL was 779' on 11/15/2023. Unable to sound well due to irrigation lines across the access road. | Redevelopment was completed 2/2/2023. On 3/2/2023 FPI completed installing a new Simflo-made pump unit rated at 950 gpm at 900' TDH. Tested 5/17/2023 and found to produce 974 gpm with 96' of drawdown. | |

District Well Status Summary

As of March 8, 2024

| Well Name | Status / Description of the Problem | Most Recent Activity | Next Planned Activity |
|---|---|--|--|
| Currently in Running Condition | | | |
|  #C1 | Currently off. SWL was 641' on 2/21/2024. | Tested 2/23/2023 and found to produce 1425 gpm with 25' of drawdown at 61% efficiency. Shock treated with chlorine 7/25/2022. | |
|  #C2 | Currently off. SWL was 587' on 2/21/2024. | Tested 2/27/2023 and found to run at 860 gpm with 18' of drawdown at 61% efficiency. | |
|  #C5 | Currently off. SWL was 568' on 2/20/2024. | Tested 2/21/2023; found to produce 1,565 gpm with 45' of drawdown at excellent (76%) overall plant efficiency. PG&E energized the transformer 9/2/2022. | |
|  #C6 | Currently off. SWL was 725' on 2/20/2024. | Tested 2/27/2023; found to produce 1510 gpm at 104' of drawdown. A long-standing phase imbalance issue (i.e., low amperage on one leg) was partly resolved by PG&E in late July 2021. | |
| Out of Service | | | |
|  6P-P2 | Off line for excessive drawdown. Appears to be even more clogged than it was in 2018. Has a new Simflo SR10C-20-stage pump ass'bly, but found to draw down to 1000' at 100-200 gpm 3/15/2021. SWL was 490' on 10/9/2023. | Listed in the SOKR GSP as a SGMA water level monitoring well. | Should probably remain unequipped until a substitute monitoring well can be found. It is likely that any viable option to improve the well will involve significant expense for little water. |
|  7P-P2 | Currently unequipped. Shut down 7/9/2018 for vibration and low PWL (926') and a sudden loss of flow rate. Pump removed 8/13/2018. Upon inspection, impellers showed clear signs of cavitation. SWL was 609' on 10/12/2023. | Listed in the SOKR GSP as a SGMA water level monitoring well. | Should probably remain unequipped until a substitute monitoring well can be found. |
|  PB-1 | All of the old column pipe was removed 3/23/2022. Part of the old pump assembly was also removed, but the bottom eight pump stages broke off and the hole remains full of sand fill below 785' of depth. SWL was 687' on 4/27/22. | Kaweah Pump air lifted approx. 2-3 feet of sand on 10/22/2022 before encountering a hard obstruction at 785'. Video logged 10/26/2022, revealing only a sandy bottom; nothing could be seen sticking up. | The chances of removing the stuck bowls are very small. Nevertheless, the site location is very favorable and it is recommended that the well be properly abandoned by grouting and that a replacement well be drilled in 2024. |
|  #A3 | Began pumping sand and gravel on 4/21/2016. Video logged on 7/27/2016 and again 11/2/2016. A large casing split measuring up to 5" wide x 20' long was seen at 613' of depth together with 240' of sand fill. | Per advice of the GW Committee, staff began pursuing replacement of this well in June 2021. GEI Consultants was retained to assist in August 2021. So far, GEI has focused work on investigating local conditions, drafting bid documents, and developing a well design. | It is recommended that this well be converted to a monitoring well and that a replacement well be drilled in 2024. |
|  #C4 | Failed 4/17/04. Equipment stuck down hole. Suspect collapsed casing at about 120'. | Same as above. | The hole should be properly abandoned by grouting. It is believed that it may not be economic to replace this well due to the limited pumping season in C Reach of the 850 Canal. Moreover, the site is located within one half mile of two active District wells. |

CLIMATOLOGICAL DATA FOR GREENLEE'S PASTURE

| Parameter | 2/1/2024 | Since 10/01/2023 | Days Occurred in February |
|----------------------------|----------|---------------------|------------------------------|
| Maximum Temperature | 72° | 101° | 20th, 26th |
| Minimum Temperature | 32° | 38° | 12th |
| No. Days at or over 100° F | 0 | 1 | N/A |
| No. Days at or under 32° F | 1 | 13 | 12th |
| Precipitation (inches) | 2.40 | 5.66 | 1st-7th, 15th-20th |
| Evaporation (inches) | 2.22 | 14.24 | ---- |
| Wind Run | 2,059 | 8,496 | ---- |

STORAGE IN MAJOR RESERVOIRS (Acre-Feet)

| Reservoir | Capacity | Storage at End of February | |
|------------------------|-------------------|----------------------------|------------------|
| | | 2023 | 2024 |
| Shasta | 4,552,000 | 2,747,095 | 3,748,889 |
| Oroville | 3,538,000 | 2,576,037 | 2,947,800 |
| San Luis (Total) | 2,028,000 | 1,560,651 | 1,397,020 |
| San Luis (State Share) | 1,062,000 | (a) 887,946 | 474,422 |
| Folsom | 977,000 | 551,646 | 601,842 |
| Isabella | 361,250 | (b) 134,080 | 232,989 |
| Millerton | 520,000 | 234,318 | 341,970 |
| TOTALS | 11,976,250 | 7,803,827 | 9,270,510 |

(a) The San Luis (State Share) is included in San Luis (Total) but not included in total capacity or storage.

(b) US Army Corps Of Engineers' authorized capacity = 568,075 AF on May 1, 170,000 AF November 1 - January 1

NR Not reported as of this publication

OPERATIONS AND MAINTENANCE ACTIVITIES – G. LOVELESS

February 2024

Safety/Administrative Training

- Tailgate Safety Meeting on *Dumped Material on District Property*.
- 4 staff members with Qualified Applicator Certifications attended the PAPA training seminar in Temecula Ca.

Field/System Maintenance

- Completed various trouble reports across the District.
- Cleared tumbleweeds from 850 Canal.
- Dirt work on 850 canal banks.
- Applied pre-emergent herbicide in pumping plant yards and 850 canal banks.
- Dirt work at 10P1 lateral drain location.
- Potholed for 3P lateral location.
- Added improved lighting in Maintenance yard and repaired lights on pump building.
- Trenched across Maintenance yard to seatrain and installed electrical conduit for camera system.

Pipeline Repair

- 2/7/24, 1040 hours - Leak reported on 3-P lateral. Repair completed and service restored 2/13/24.
- 2/9/24, 0800 hours - Leak reported on 4-G-B lateral. Repair completed and service restored 2/29/24.
- 2/12/24, 1200 hours - Repair began to a previously reported leak on 4P-E lateral. Repair completed and service restored 2/13/24.

Power Outage

- 2/4/24, 1200 hours - WRM-9A Power outage. Service restored 2/6/24, 1620 hours.
- 2/4/24, 1230 hours - WRM-13A, WRM-13B, WRM-14, WRM-15 Power outage. Service restored 2300 hours.
- 2/4/24, 1415 hours - PA-1, PB-1, PC-1, Power outage. Service restored 2300 hours.
- 2/6/24, 0430 hours - WRM-7 Power outage. Service restored 0600 hours.
- 2/7/24, 1515 hours, 7PP-2, 7PP3 Power outage. Service restored 1740 hours.

SCADA Communication Failure

- 2/1/24, 1245 hours - Radio reset PB-1.
- 2/1/24, Multiple radio resets WRM-8, 8P-P2.
- 2/3/24, 2240 hours - Radio reset WRM-7.
- 2/4/24, 2300 hours - Radio reset PB-1, and PB-2.
- 2/4/24, 2300 hours - Radio reset WRM-3, 3P-P2.
- 2/5/24, 1200 hours - Radio reset WRM-8, 8P-P2.
- 2/5/24, 1900 hours - Radio reset PA-2.
- 2/5/24, 0320 hours - Radio reset PA-1, PA-2.
- 2/6/24, 0830 hours - Multiple radio resets WRM-8, 8P-P2.
- 2/7/24, 2300 hours - Radio reset WRM-6.
- 2/10/24, 1400 hours - Radio reset WRM-7.
- 2/13/24, 0120 hours - Radio reset WRM-6, 6P-P2.
- 2/14/24, 0330 hours - Radio reset WRM-8.
- 2/14/24, 0500 hours - Radio reset WRM-3.
- 2/14/24, 0545 hours - Radio reset 3P-P2.
- 2/14/24, 0600 hours - Radio reset WRM-8, 8P-P2.
- 2/17/24, 1315 hours - Radio reset WRM-6.
- 2/19/24, 0725 hours - Radio reset WRM-8, 8P-P2.

- 2/19/24, 2300 hours - Radio reset PB-1, PB-2.
- 2/19/24, 0220 hours - Radio reset 8P-P2.
- 2/20/24, 0820 hours - Radio reset WRM-8, 8PP-2.
- 2/20/24, 2300 hours - multiple Radio resets PA-1, PA-2.
- 2/21/24, 0850 hours - Radio reset PA-1.
- 2/21/24, 0340 hours - Radio reset WRM-7, 7P-P2, 7P-P3.
- 2/21/24, 0445 hours - Radio reset 3P-P2.
- 2/22/24, 0500 hours - Radio reset 3P-P2.
- 2/23/24, 2120 hours - Radio reset WRM-7.
- 2/26/24, 0615 hours - Radio reset PA-1, PA-2.
- 2/27/24, 1930 hours - Radio reset PB-1, PB-2.
- 2/27/24, 2340 hours - Radio reset WRM-6, 6P-P2.
- 2/27/24, 0330 hours - Radio reset WRM-3, 3P-P2.
- 2/28/24, 0410 hours - Radio reset WRM-3, 3P-P2.
- 2/28/24, 0540 hours - Radio reset WRM-3, 3P-P2.
- 2/28/24, 0630 hours - Radio reset WRM-7, 7P-P2, 7P-P3.

Pump/Electrical

- 3P-P2 - Replaced light bulbs on MC panel.
- WRM-7 - Repaired leaking float canister on HP tank.
- 7P-P3 - Replaced conduit and pulled new wire for cathodic rectifier and yard light.
- WRM-8 - Replaced old fluorescent fixtures with new led fixtures in MC building.
- 8P-P2 - Replaced broken electrical conduit fittings.
- WRM-9A - Replaced bad jumper wire on the transformer for Tesco SCADA interface.
- Antennas were installed at 6P-P2, 5P-P2, and District office for the new SCADA system.
- Replaced water pump hose on End of Canal travelling water screen.
- PB-1 unit #4 - Replaced damaged aluminum wire.
- Replaced transducer chains on 104A and 185B gates on the 850 Canal.
- Ran conduit across Maintenance yard to electrical seatrain. Pulled cat 5 cable from mechanic shop to the light pole where PTZ camera was installed. A 120-volt circuit was pulled to the first and second light pole to install receptacle.
- Replaced old welder receptacles and ran a new circuit for tig welder in District welding shop.

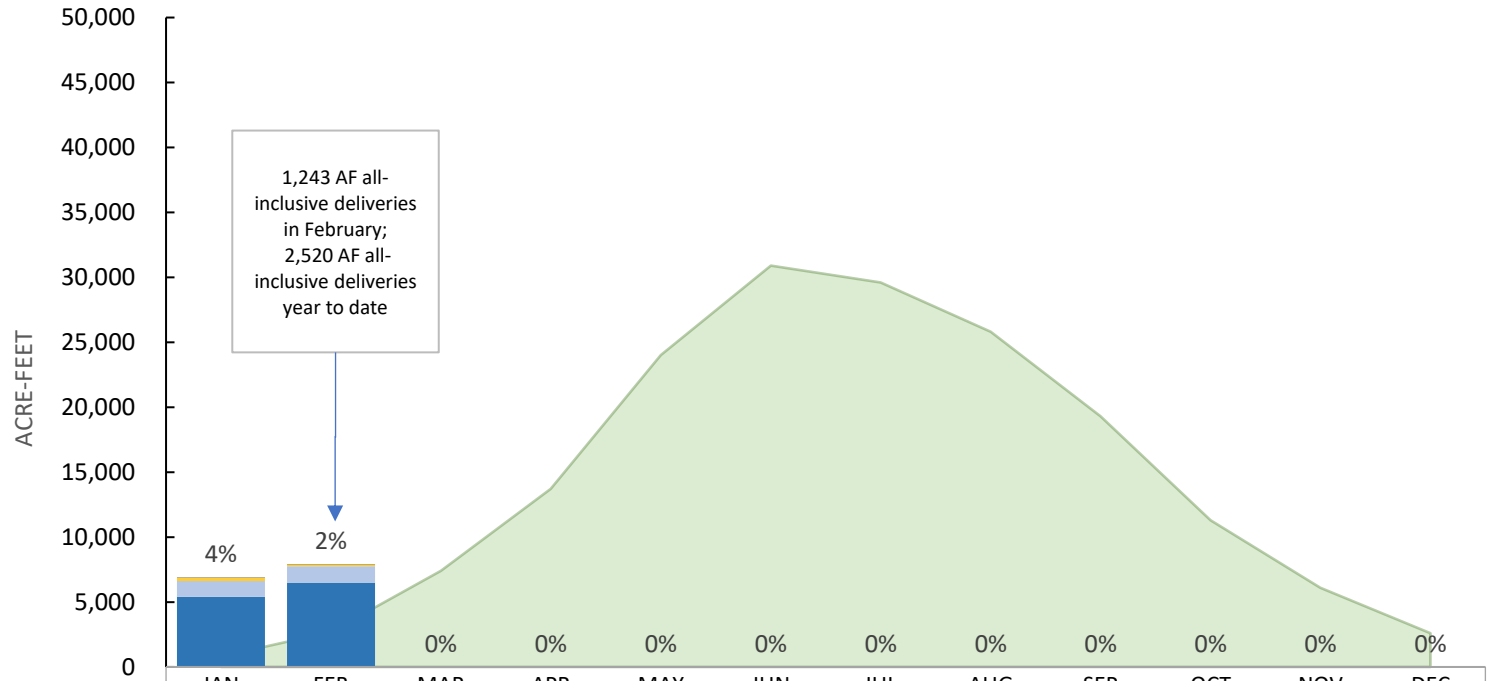
Equipment Maintenance

10 regular vehicle services.

- Unit #036 had dash cluster replaced.
- Unit #144 had right front door damage repaired.
- Unit #384 front brakes and one rotor replaced.
- Unit #159 had front brakes and rotors replaced.
- Unit #140 had all 4 tires replaced.
- Unit #158 had battery replaced.

Current gasoline bulk purchase prices for the District are \$3.54 per gallon for gasoline and \$3.77 per gallon for diesel.

IN-DISTRICT WATER DEMANDS AND SURFACE WATER DELIVERIES THROUGH February 2024



| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|-------|-------|-------|--------|--------|--------|--------|--------|--------|--------|-------|-------|
| Typical average SW demand (AF) | 800 | 2,700 | 7,400 | 13,700 | 24,000 | 30,900 | 29,600 | 25,800 | 19,300 | 11,300 | 6,100 | 2,600 |
| Est. % of crop water dem. from GW | 4% | 2% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Est. add'l landowner GW pumping (AF) | 257 | 161 | | | | | | 0 | | | | |
| User Input GW Incl. District Wells (AF) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| District Non-GW Deliveries (AF) | 1,227 | 1,243 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Effective Precipitation (AF) | 5,400 | 6,500 | | | | | | | | | | |

Notes and Assumptions:

- a. Jan-Feb crop water use estimated by analogy to 2023, because Land IQ shapefiles were not available
- b. Jan-Feb precipitation calculated from District weather stations average (Jan 1.38 in., Feb 2.48 in.)
- c. Jan-Feb effective precipitation estimated from total precipitation assuming that much rainfall went to evaporation and soil storage (Jan 4000 AF, Feb 9500 AF) and the balance went to plant uptake

Wheeler Ridge-Maricopa Water Storage District

(Includes water from the State Water Project, banking projects, District wells, and User input.)

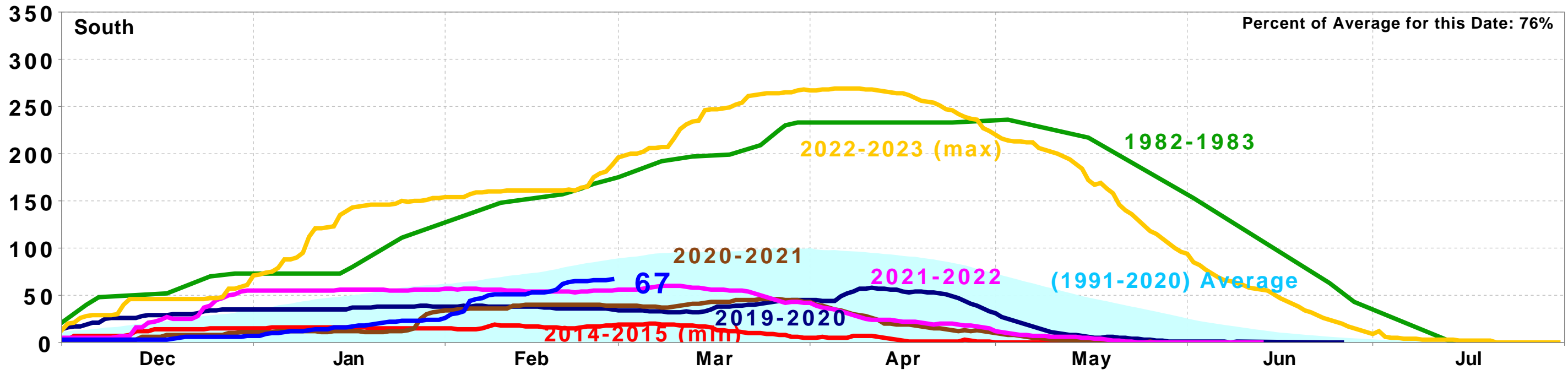
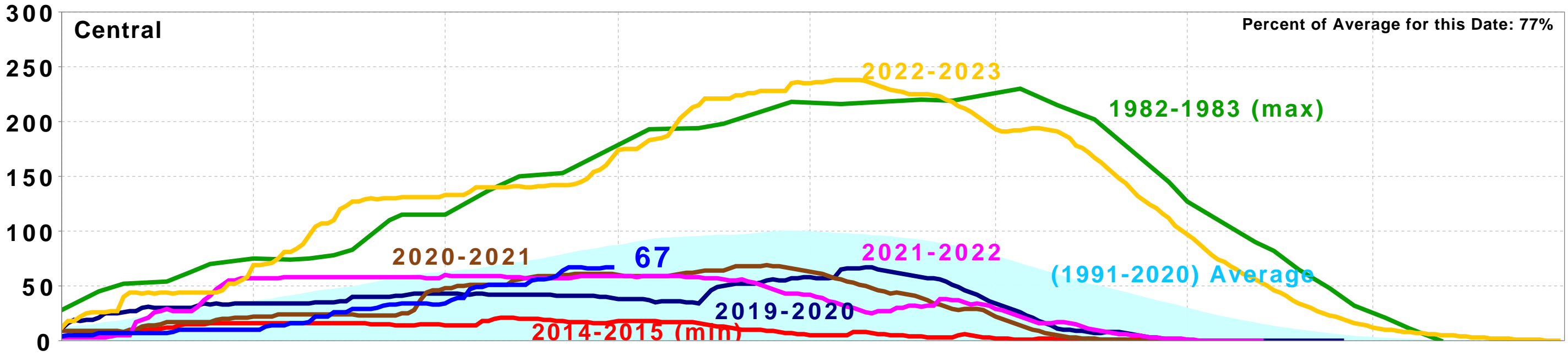
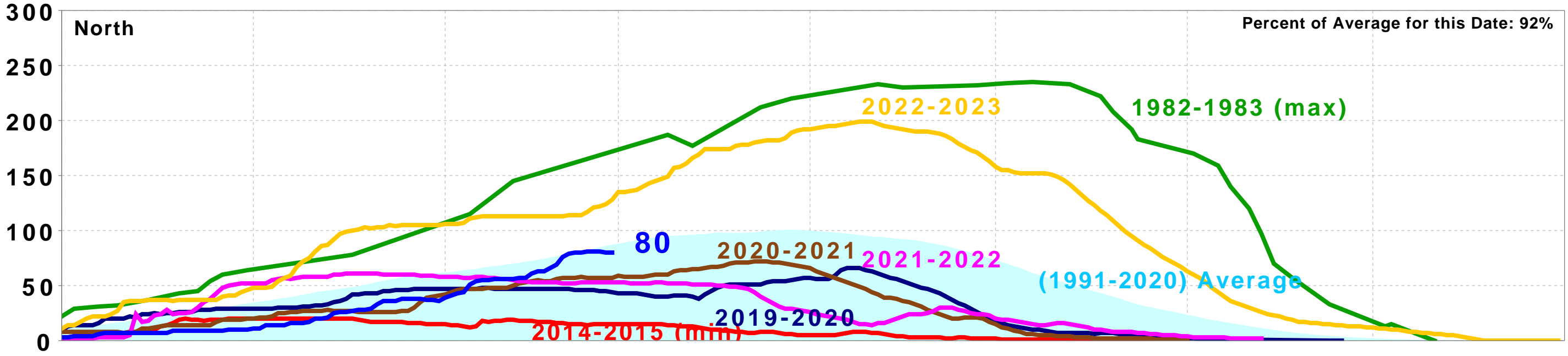
Monthly Deliveries in Acre-Feet

| Month | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017* | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|
| January | 1,962 | 5,258 | 1,615 | 1,265 | 894 | 1,613 | 6,108 | 2,213 | 3,367 | 2,210 | 1,223 | 2,425 | 1,785 | 3,055 | 1,386 | 1,785 | 1,094 | 1,357 | 1,277 |
| February | 7,588 | 7,269 | 6,933 | 2,952 | 3,440 | 5,333 | 8,128 | 6,387 | 6,380 | 4,666 | 3,077 | 1,454 | 7,704 | 1,667 | 4,641 | 4,188 | 4,131 | 2,204 | 1,243 |
| March | 9,315 | 12,557 | 12,392 | 10,151 | 8,440 | 7,938 | 10,696 | 10,695 | 9,627 | 10,157 | 10,218 | 8,184 | 3,174 | 5,494 | 5,170 | 6,838 | 6,387 | 2,572 | |
| April | 10,572 | 15,665 | 17,770 | 17,717 | 12,966 | 13,935 | 10,521 | 16,999 | 13,994 | 17,102 | 13,133 | 14,731 | 13,500 | 14,824 | 7,084 | 13,797 | 11,546 | 8,606 | |
| May | 20,700 | 25,488 | 24,384 | 24,151 | 20,664 | 21,545 | 23,320 | 25,754 | 23,317 | 20,936 | 21,496 | 25,759 | 21,858 | 16,441 | 20,278 | 19,202 | 17,606 | 21,338 | |
| June | 26,542 | 29,940 | 27,348 | 26,379 | 29,411 | 27,534 | 29,261 | 29,894 | 25,128 | 24,540 | 29,390 | 32,629 | 28,802 | 27,146 | 24,279 | 26,995 | 23,445 | 25,453 | |
| July | 29,107 | 28,394 | 29,661 | 30,156 | 32,124 | 29,719 | 28,259 | 28,599 | 23,476 | 21,401 | 29,546 | 33,290 | 28,233 | 30,633 | 26,042 | 26,560 | 23,709 | 32,167 | |
| August | 25,078 | 21,817 | 22,680 | 22,153 | 23,873 | 24,461 | 25,027 | 24,554 | 17,490 | 18,220 | 26,948 | 26,639 | 26,029 | 27,793 | 22,464 | 18,539 | 17,855 | 23,440 | |
| September | 16,897 | 13,924 | 16,050 | 17,453 | 18,335 | 17,923 | 16,678 | 17,090 | 15,244 | 14,908 | 15,452 | 17,376 | 17,705 | 18,343 | 15,043 | 13,169 | 12,837 | 16,813 | |
| October | 9,033 | 9,385 | 10,797 | 11,953 | 8,156 | 12,343 | 13,075 | 13,440 | 13,394 | 10,715 | 11,135 | 14,974 | 13,896 | 12,444 | 10,551 | 7,351 | 7,179 | 11,992 | |
| November | 5,438 | 5,609 | 6,093 | 5,669 | 5,872 | 4,699 | 4,895 | 6,485 | 5,412 | 4,862 | 4,957 | 5,351 | 5,867 | 6,300 | 5,171 | 2,689 | 3,190 | 6,035 | |
| December | 4,788 | 7,424 | 3,245 | 2,739 | 2,515 | 6,315 | 3,354 | 6,615 | 4,231 | 3,055 | 2,520 | 4,449 | 4,626 | 5,266 | 3,796 | 1,569 | 1,557 | 5,155 | |

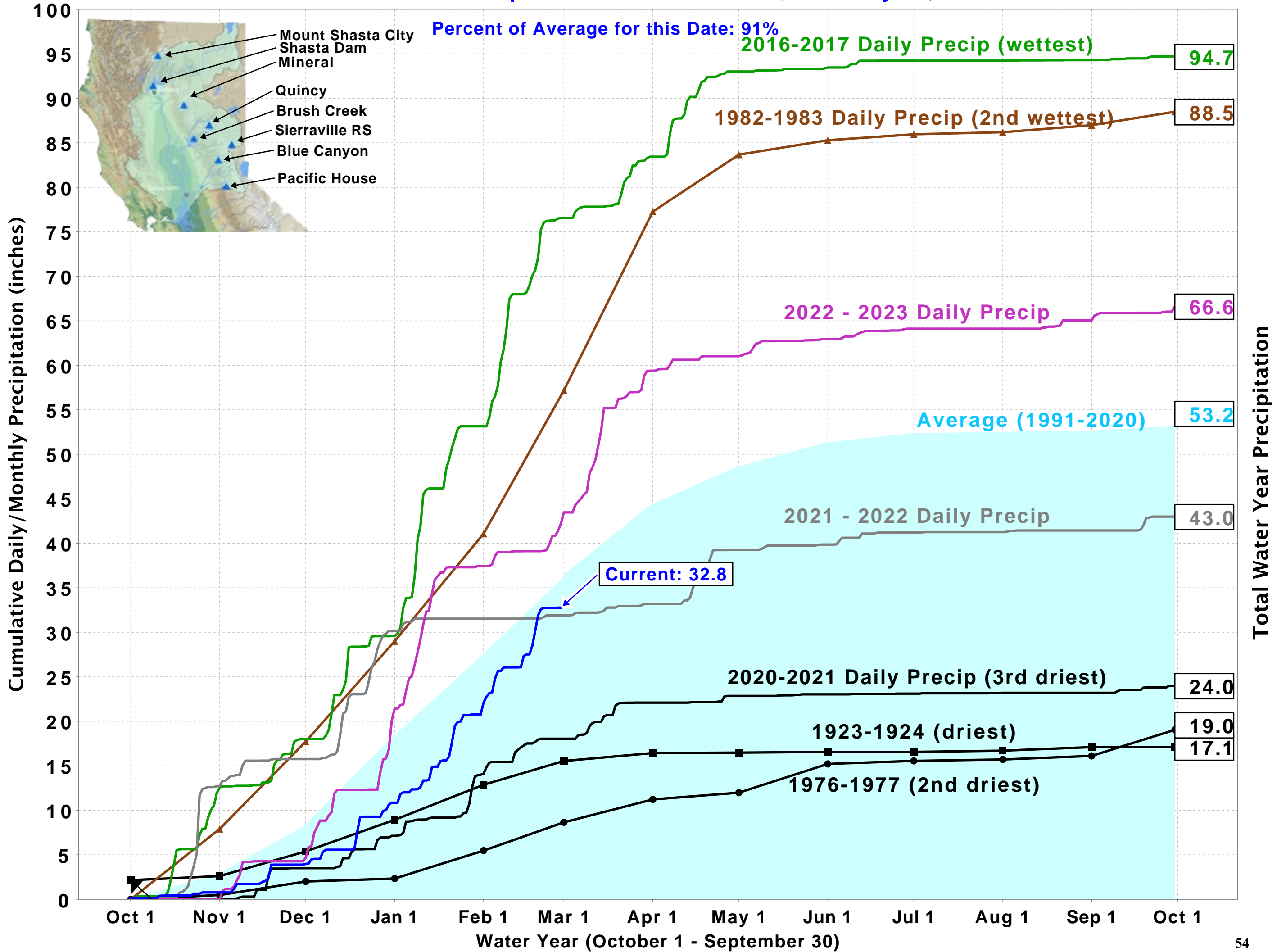
Accumulated Monthly Deliveries in Acre-Feet

| Month | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------|
| January | 1,962 | 5,258 | 1,615 | 1,265 | 894 | 1,613 | 6,108 | 2,213 | 3,367 | 2,210 | 1,223 | 2,534 | 1,785 | 3,055 | 1,386 | 1,785 | 1,094 | 1,357 | 1,277 |
| February | 9,550 | 12,527 | 8,548 | 4,217 | 4,334 | 6,946 | 14,236 | 8,600 | 9,747 | 6,876 | 4,300 | 3,879 | 9,489 | 4,722 | 6,027 | 5,973 | 5,225 | 3,561 | 2,520 |
| March | 18,865 | 25,084 | 20,940 | 14,368 | 12,774 | 14,884 | 24,932 | 19,295 | 19,373 | 18,191 | 14,518 | 12,063 | 12,663 | 10,216 | 11,197 | 12,811 | 11,612 | 6,132 | |
| April | 29,437 | 40,749 | 38,710 | 32,085 | 25,740 | 28,819 | 35,453 | 36,294 | 33,367 | 35,293 | 27,651 | 26,794 | 26,163 | 25,040 | 18,281 | 26,608 | 23,158 | 14,738 | |
| May | 50,137 | 66,237 | 63,094 | 56,236 | 46,404 | 50,364 | 58,773 | 62,048 | 56,684 | 55,071 | 49,147 | 52,553 | 48,021 | 41,481 | 38,559 | 45,810 | 40,764 | 36,076 | |
| June | 76,679 | 96,177 | 90,442 | 82,615 | 75,815 | 63,014 | 88,034 | 91,942 | 81,812 | 79,611 | 78,537 | 85,182 | 76,823 | 68,627 | 62,838 | 72,805 | 64,209 | 61,529 | |
| July | 105,786 | 124,571 | 120,103 | 112,771 | 107,939 | 107,617 | 116,293 | 120,541 | 105,288 | 101,012 | 108,082 | 118,472 | 105,056 | 99,260 | 88,880 | 99,365 | 87,918 | 93,696 | |
| August | 130,864 | 146,388 | 142,783 | 134,924 | 131,812 | 132,078 | 141,320 | 145,096 | 122,778 | 119,232 | 135,030 | 145,111 | 131,085 | 127,053 | 111,344 | 117,904 | 105,773 | 117,136 | |
| September | 147,761 | 160,312 | 158,833 | 152,377 | 150,147 | 150,001 | 157,998 | 162,186 | 138,022 | 134,140 | 150,482 | 162,487 | 148,790 | 145,396 | 126,387 | 131,073 | 118,610 | 133,950 | |
| October | 156,794 | 169,697 | 169,630 | 164,330 | 158,303 | 162,344 | 171,073 | 175,626 | 151,416 | 144,855 | 161,617 | 177,461 | 162,686 | 157,840 | 136,938 | 138,424 | 125,789 | 145,941 | |
| November | 162,232 | 175,306 | 175,723 | 169,999 | 164,175 | 167,043 | 175,968 | 182,111 | 156,828 | 149,717 | 166,574 | 182,812 | 168,553 | 164,140 | 142,109 | 141,113 | 128,979 | 151,976 | |
| December | 167,020 | 182,730 | 178,968 | 172,738 | 166,690 | 173,358 | 179,322 | 188,726 | 161,059 | 152,772 | 169,094 | 187,261 | 173,179 | 169,406 | 145,905 | 142,682 | 130,536 | 157,131 | |
| SWP Allocation% | 100% | 60% | 35% | 40% | 50% | 80% | 65% | 35% | 5% | 20% | 60% | 85% | 35% | 75% | 20% | 5% | 5% | 100% | 15% |
| SWP Allocation (AF) | 197,088 | 118,253 | 68,981 | 78,835 | 98,544 | 157,670 | 128,107 | 68,981 | 9,854 | 39,418 | 118,253 | 167,525 | 68,981 | 147,816 | 39,418 | 9,854 | 9,854 | 197,088 | 29,563 |

California Snow Water Content, February 29, 2024, Percent of April 1 Average



Northern Sierra Precipitation: 8-Station Index, February 28, 2024



WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
2024 WATER SUPPLY/DEMAND ESTIMATE
 As of Mar 01, 2024

| Capacity Values in acre-feet | 15% SWP ALLOCATION | | 25% SWP ALLOCATION | | 37% SWP ALLOCATION | | 51% SWP ALLOCATION | | |
|---|-----------------------|---|-----------------------|---|-----------------------|--|-----------------------|--|--------------------|
| | Supply | Shortage or (Excess) | Supply | Shortage or (Excess) | Supply | Shortage or (Excess) | Supply | Shortage or (Excess) | |
| Sacramento Valley Water Year Index (40-30-30) | | | | | | | | | |
| Probability of Exceedance Assumptions | | Critically Dry 90% P.O.E. 15% Allocation | | Below Normal 75% P.O.E. 25% Allocation | | Wet 50% P.O.E. 37% Allocation | | Wet 25% P.O.E. 51% Allocation | |
| Estimated Demand | | | | | | | | | |
| -- WRMWSD in-District deliveries (b) | | 181,200 | | 181,200 | | 181,200 | | 181,200 | |
| -- less demands over the CAW | | - | | - | | - | | - | |
| -- Common Landowner Transfer from WRM | | - | | - | | - | | - | |
| -- Actual Groundwater Recharge | | - | | - | | - | | - | |
| -- SWP Table A Banking Deliveries | | - | | - | | - | | - | |
| Total Estimated Demand | | 181,200 | | 181,200 | | 181,200 | | 181,200 | |
| Surface Supplies | | | | | | | | | |
| SWP Table A Entitlement | 197,088 | 29,563 | 151,637 | 49,272 | 131,928 | 72,923 | 108,277 | 100,515 | 80,685 |
| SWP Supply | | 29,563 | 15% | 49,272 | 25% | 72,923 | 37% | 100,515 | 51% |
| Lyndal Water | - | - | 151,637 | - | 131,928 | - | 108,277 | - | 80,685 |
| Supplemental 1 Supplies - District | | | | | | | | | |
| District Carryover (estimate) | 11,789 | 11,789 | 139,848 | 11,789 | 120,139 | 11,789 | 96,488 | 11,789 | 68,896 |
| Long Term- Butte County ** | 15,800 | - | 139,848 | 1,065 | 119,074 | 1,577 | 94,912 | 19,236 | 49,660 |
| Long Term- Western Hills Water District** | 8,000 | 447 | 139,401 | 745 | 118,329 | 1,103 | 93,809 | 26,483 | 23,178 |
| Long Term- Mojave Water Agency** | 25,000 | - | 139,401 | - | 118,329 | 4,046 | 89,764 | 6,743 | 16,435 |
| Long Term- Palmdale Water District ** | 8,000 | - | 139,401 | - | 118,329 | - | 89,764 | - | 16,435 |
| Kern Water Bank - estimate to date (c) | - | - | 139,401 | - | 118,329 | - | 89,764 | - | 16,435 |
| Kern Water Bank - estimated through end of year | 52,385 | 17,764 | 121,637 | 16,401 | 101,928 | 11,486 | 78,277 | - | 16,435 |
| Pioneer Project - estimate to date (c) | - | - | 121,637 | - | 101,928 | - | 78,277 | - | 16,435 |
| Pioneer Project - estimated through end of year | 10,000 | - | 121,637 | - | 101,928 | - | 78,277 | - | 16,435 |
| District & BRID Wells - actual | - | - | 121,637 | - | 101,928 | - | 78,277 | - | 16,435 |
| District & BRID Wells - estimated through EOY | 10,000 | 10,000 | 111,637 | 10,000 | 91,928 | 10,000 | 68,277 | 10,000 | 6,435 |
| Supplemental 1 Water Capacity | 140,974 | | | | | | | | |
| DISTRICT ALLOCATION (b) | | 69,563 | 34.64% | 89,272 | 44.45% | 112,923 | 56.23% | 174,765 | 87.03% |
| | | 0.98 | AF/Alloc Ac | 1.26 | AF/Alloc Ac | 1.59 | AF/Alloc Ac | 2.46 | AF/Alloc Ac |
| Supplemental Supplies - Water User | | | | | | | | | |
| Water User - Carryover from 2023 (estimate) | 8,041 | 8,041 | 103,596 | 8,041 | 83,887 | 8,041 | 60,236 | 8,041 | (1,606) |
| Kern Water Bank Second Priority - estimate to date (Recharge)/Recover | - | - | 103,596 | - | 83,887 | - | 60,236 | - | (1,606) |
| Kern Water Bank Second Priority - estimated through EOY | 3,000 | 3,000 | 100,596 | 3,000 | 80,887 | 3,000 | 57,236 | 3,000 | (4,606) |
| User Input - actual | - | - | 100,596 | - | 80,887 | - | 57,236 | - | (4,606) |
| User Input - estimated through EOY | - | - | 100,596 | - | 80,887 | - | 57,236 | - | (4,606) |
| Landowner Transfer | - | - | 100,596 | - | 80,887 | - | 57,236 | - | (4,606) |
| Available Supply | | 80,604 | | 100,313 | | 123,964 | | 185,806 | |
| Estimated Demand | | 181,200 | | 181,200 | | 181,200 | | 181,200 | |
| Shortage (Excess) | | 100,596 | | 80,887 | | 57,236 | | (4,606) | |

** WS5 Deal

(b) Based upon estimated average deliveries. Lyndal Water not yet calculated.

(c) Based on KCWA daily Summary of Water Supply Rights


| WATER IN STORAGE @ 6-Mar-24 | |
|-----------------------------|----------------|
| LOCATION | AF |
| Kern Water Bank | |
| District | 212,281 |
| Water User 2nd Priority | 31,636 |
| KWB Tot | 243,917 |
| KCWA | 42,556 |
| In-District | 23,487 |
| SemiTropic | 7,500 |
| TOTAL KERN FAN | 317,460 |
| PRELIMINARY | |
| SUBJECT TO REVISION | |

State of California

DEPARTMENT OF WATER RESOURCES
CALIFORNIA STATE WATER PROJECT

California Natural Resources Agency

NOTICE TO STATE WATER PROJECT CONTRACTORS**Date: February 21, 2024****Number: 24-02****Subject: Increase of State Water Project 2024 Allocation to 15 Percent**

From: 

Ted Craddock
Deputy Director, State Water Project
Department of Water Resources

After a very dry start to the water year, moderate precipitation through February 1, 2024 has modestly improved actual and forecasted water supplies. With the updated water supply forecast, the Department of Water Resources (DWR) is increasing the State Water Project (SWP) allocation from 10 to 15 percent of SWP contractors' requested Table A amounts for 2024, as shown in Attachment A – Updated 2024 SWP Allocation Table.

To determine the available SWP water supplies, DWR considers several factors including SWP contractors' 2023 carryover supplies into 2024, projected 2024 demands, existing storage in SWP conservation facilities, estimates of future runoff, SWP operational and regulatory requirements under the Federal Endangered Species Act and California Endangered Species Act, and water rights obligations under the State Water Resources Control Board's authority. The February allocation forecast update takes into account snow survey measurements and data up until February 1 and spring runoff forecasts outlined in the first Bulletin 120 of the season. DWR may revise the SWP allocation if hydrologic conditions change.

To schedule SWP water deliveries under this allocation, DWR will utilize the 15-percent water delivery schedules submitted by SWP contractors in October 2023 (as part of initial requests) with any subsequent updates. If a contractor foresees any changes to their water delivery schedule, please communicate such changes to DWR in a timely manner.

If you have any questions or need additional information, please contact John Leahigh, Assistant Division Manager, Water Management, SWP Division of Operations and Maintenance, at (916) 902-9876.

Attachment A: Updated 2024 SWP Allocation Table

Attachment A
2024 STATE WATER PROJECT ALLOCATION
Updated
February 21, 2024

| SWP Contractors | Maximum Table A Amount (Acre-Feet) | Initial Table A Request Amount (Acre-Feet) | Approved Table A Allocation (Acre-Feet) | Approved Allocation as a Percentage of Initial Request |
|-----------------------------------|--|--|---|---|
| | (1) | (2) | (3) | (4) = (3)/(2) |
| <u>FEATHER RIVER</u> | | | | |
| County of Butte | 27,500 | 27,500 | 5,000 | ~ 18% |
| Plumas County FC&WCD | 2,700 | 2,700 | 405 | 15% |
| City of Yuba City | 9,600 | 9,600 | 2,880 | 30% |
| Subtotal | 39,800 | 39,800 | 8,285 | |
| <u>NORTH BAY</u> | | | | |
| Napa County FC&WCD | 29,025 | 29,025 | 8,708 | 30% |
| Solano County WA | 47,756 | 47,756 | 14,327 | 30% |
| Subtotal | 76,781 | 76,781 | 23,035 | |
| <u>SOUTH BAY</u> | | | | |
| Alameda County FC&WCD, Zone 7 | 80,619 | 80,619 | 12,093 | 15% |
| Alameda County WD | 42,000 | 42,000 | 6,300 | 15% |
| Santa Clara Valley WD | 100,000 | 100,000 | 15,000 | 15% |
| Subtotal | 222,619 | 222,619 | 33,393 | |
| <u>SAN JOAQUIN VALLEY</u> | | | | |
| Oak Flat WD | 5,700 | 5,700 | 855 | 15% |
| County of Kings | 9,305 | 9,305 | 1,396 | 15% |
| Dudley Ridge WD | 41,350 | 41,350 | 6,203 | 15% |
| Empire West Side ID | 3,000 | 3,000 | 450 | 15% |
| Kern County WA | 982,730 | 982,730 | 147,410 | 15% |
| Tulare Lake Basin WSD | 87,471 | 87,471 | 13,121 | 15% |
| Subtotal | 1,129,556 | 1,129,556 | 169,435 | |
| <u>CENTRAL COASTAL</u> | | | | |
| San Luis Obispo County FC&WCD | 25,000 | 25,000 | 3,750 | 15% |
| Santa Barbara County FC&WCD | 45,486 | 45,486 | 6,823 | 15% |
| Subtotal | 70,486 | 70,486 | 10,573 | |
| <u>SOUTHERN CALIFORNIA</u> | | | | |
| Antelope Valley-East Kern WA | 144,844 | 144,844 | 21,727 | 15% |
| Santa Clarita Valley WA | 95,200 | 95,200 | 14,280 | 15% |
| Coachella Valley WD | 138,350 | 138,350 | 20,753 | 15% |
| Crestline-Lake Arrowhead WA | 5,800 | 5,800 | 870 | 15% |
| Desert WA | 55,750 | 55,750 | 8,363 | 15% |
| Littlerock Creek ID | 2,300 | 2,300 | 345 | 15% |
| Metropolitan WDSC | 1,911,500 | 1,911,500 | 286,725 | 15% |
| Mojave WA | 89,800 | 89,800 | 13,470 | 15% |
| Palmdale WD | 21,300 | 21,300 | 3,195 | 15% |
| San Bernardino Valley MWD | 102,600 | 102,600 | 15,390 | 15% |
| San Gabriel Valley MWD | 28,800 | 28,800 | 4,320 | 15% |
| San Geronio Pass WA | 17,300 | 17,300 | 2,595 | 15% |
| Ventura County WPD | 20,000 | 20,000 | 3,000 | 15% |
| Subtotal | 2,633,544 | 2,633,544 | 395,033 | |
| TOTAL | 4,172,786 | 4,172,786 | 639,754 | ~ 15% |

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Eric McDaris

DATE: March 11, 2024

SUBJECT: Other Purchases and Exchanges

Exchange Contractors. Earlier this year the Westside executed a water transfer agreement that would see the San Joaquin Exchange Contractors make available to the Westside up to 7,000 acre-feet in any year in which the CVP South of Delta allocation was non-critical. On February 21st, USBR announced that the 2024 water year is determined as non-critical, and allocated 100% to the Exchange Contractors. Of the 7,000 acre-feet available to the Westside, the District share will be approximately 1,900 acre-feet.

Dry Year Transfer Program. In early February KCWA announced that they would not be participating in a State Water Contractor Dry Year Transfer Program for 2024 and directed that Member Units should pursue their own supplies outside of the Agency. This came following multiple other SWC electing not to participate in the collaborative SWC DYTP and instead pursue sellers independently. Subsequent to this announcement, Westside staff have been in contact with various DYTP sellers to identify amenable volumes and pricing. No details have been formalized and all discussions remain ongoing.

Recommendation. None. This memorandum is for information purposes only.

Attachments: None
Filename: 8.2.b Other Purchases and Exchanges

● WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT ●

MEMORANDUM

TO: Board of Directors

FROM: Eric McDaris

DATE: March 11, 2024

SUBJECT: Materra Farming - Request for Water Service Contract Amendments: Exclusions From the SWSA Affecting Contract 12102; Additions to the SWSA Affecting Turnouts 5G97, 7G57, 7G48, 7G47

Landowner Request. Mr. Brent Grizzle, on behalf of Materra Farming, LLC, has requested an amendment to Water Service Contract No. 12102 that would remove 1,600 acre-feet of contract water entitlement (CAW) from certain lands (the Excluded Land) located in the District's 4P service area, thereby excluding 627.86 acres of Contract Land from the Surface Water Service Area (SWSA). If granted, the contract amendment would add the 627.88 Contract Acres to the SWSA and place 1,200 acre-feet of entitlement on non-contract parcels (Added Land) located in the District's 7G service area, and the remaining 400 acre-feet of entitlement on a parcel in the District's 5G service area.

A copy of the joint request is attached as Exhibit A. The requested changes are depicted in map form in Exhibits B and C.

District Policy. This is an "equal-area" contract land transfer. With a few exceptions, "unequal" transfers have only been permitted under a District-wide Water Marketing Program (e.g. 1985, 1988, 1998). Formerly, transfers were permitted subject to identical ownership of the affected lands, but that requirement was removed by Board Resolution 2016-14 (November 2016). Under their current status, the subject noncontract lands may continue to receive surface water deliveries but will incur O&M charges in any year that they are irrigated with surface water.

Rule 3.b. of the District's Rules and Regulations places conditions on exclusions from the SWSA; Rule 3.c. places conditions on additions; and Rule 3.d. places conditions on concurrent additions and exclusions. In keeping with the tenet that individual Water User actions should not harm other Water Users, in the past the Board has also required a finding that water deliveries to the added lands would not compete for capacity in the District's distribution system with existing water demands and that return flows to the groundwater basin would not be reduced. The following tables outline Staff's analysis of the requirements as they apply to the requested contract amendments.

| Rule 3.b Conditions on All Additions to the SWSA | Analysis |
|--|--|
| 1. The Board finds that the addition is feasible, is in the best interests of the District, and in accordance with the criteria established by the Board in 1968 per Resolution 349 (which establishes a priority system for land additions) | These conditions would be satisfied by adoption of the “Recommendations” in this memorandum together with the provisions contained in the attached Resolution at Paragraph A.8. |
| 2. The concerned landowners execute a Contract or Contract Amendment | This condition would be satisfied by the execution of appropriate Contract documents. |
| 3. The concerned landowner pays a charge equal to the sum of all charges which would have been paid if the land had been included in the original SWSA unless these charges have been paid by another parcel of land | This condition is satisfied, because all Operating Reserve Fund charges attaching to the Added Lands were paid during the first 10 years of water service. |
| 4. The added land becomes subject to special charges in lieu of calls on the Original Project Assessment | This condition would be satisfied by inclusion of language in the Contract documents such as is contained in the attached Resolution at Paragraph B.5.(c) |
| Additional Rule 3.b Conditions in the Case That the Amount of Added Land is Greater Than the Amount of Excluded Land | Analysis |
| 5. The addition is “not detrimental to other District Water Users” | Does not apply, because this is an equal area transfer, but if this condition did apply, there could be some considerations with respect to system capacity as detailed following this table. |
| 6. “the proposed (contract) change does not unduly reduce the effective return flow to the ground water basin” | Does not apply, because this is an equal area transfer. Even if Rule 3.b did apply, it is doubtful that the Excluded Land has contributed significant amounts of usable return flows to the basin, as the land has not been irrigated with District supplies since before 2015. |
| 7. “the final amount of water will be sufficient for the type of crop involved” | Does not apply, because this is an equal area transfer and retains the original AF/Ac. of 2.55 AF/Ac. |
| 8. “the original acreage shall be the acreage used in determining the allocation of water pursuant to Rule 8 of these Rules and Regulations.” | Does not apply, because this is an equal area transfer. Even if this condition did apply, in years when the District average water supply were less than 2 acre-feet per acre, the Water User’s water supply would be allocated based of the Allocation Acres on the Added Land. |

| Rule 3.c Conditions on Exclusions From the SWSA | Analysis |
|--|--|
| 9. The exclusion is in the best interests of the District as determined by the Board | This condition would be satisfied by adoption of the language in the attached Resolution at Paragraph A.6. |
| 10. The excluded land contract obligations are assumed by lands added to the SWSA | This condition would be satisfied by inclusion in the Contract documents of language as shown in the attached Resolution at Paragraphs B.4. and B.5. |
| 11. The obligations are assumed under terms and conditions which will result in no financial loss to the District | Same as above |
| Rule 3.d Conditions on Concurrent Additions/Exclusions | Analysis |
| 12. OM&R rates for other Water Users will not be negatively affected by the removal of the excluded lands from the SWSA and the addition of the Added Land | Both the Excluded Land and the Added Land contain a mixture of lands having Santiago, South Lake and NSI category of service for determining OM&R Charges. Rule 3.d would be satisfied, however, by making the Added Land subject to the NAL category of service for OM&R Charges as shown in the attached Resolution at Paragraph B.5(a). |

Distribution System Capacity Considerations. Approval of this proposed Add/Exclude could result in a maximum increase of 1,200 acre-feet of demand on the 7G system, and 400 acre-feet of demand on the 5G system. Neither the District’s 7G nor 5G distribution systems face major capacity constraints. While the removal of 1,600 acre-feet of CAW on the District’s 4P system is of great benefit, as the 4P system has faced significant capacity restrictions in the past.

Conclusions. Based on the analysis discussed above, it is concluded that all the conditions required by Rules 3.b, 3.c, and 3.d, are either already satisfied, or would be satisfied by execution of a Contract Amendment and Assumption Agreement for the Water Service Contract for the Added Land, together with the adoption of the attached Resolution.

Recommendation. It is therefore recommended that the Board adopt the attached draft Resolution, which would authorize, direct, and find that:

1. the requested addition is feasible and in the best interests of the District;
2. District staff are authorized to prepare a Contract Amendment that reflects the requested addition;
3. said Amendment shall be fully consistent with the requirements of the District Rules and Regulations and District Policy noted above; and,
4. the District’s officers are authorized to execute such Amendments after approval of Counsel as to form.

Attachments: 1. Exhibit A – Letter request from Materra Farming LLC.
2. Exhibit B – Requested Exclusions from the SWSA, 4P Area
3. Exhibit C – Requested Additions to the SWSA 5G, 7G Area
4. Draft Resolution

Filename: 8.4 Proposed Add/Exclude for Materra Farming

Corporate Office:
 10463 Roselle Street,
 San Diego, CA 92121
 Phone (858) 704-4092
 Fax (866) 645-2218
Mailing:
 PO Box 9731
 Rancho Santa Fe, CA 92067



Accounting & Finance:
 5100 California Ave. #233
 P.O. Box 9308
 Bakersfield, CA 93389
 Phone (661) 843-7886
 Fax (866) 806-6840

To: Eric McDaris/Thomas Suggs

From: Brent Grizzle MFC Kern I LLC/Materra Farming Company LLC

Date: January 31, 2024

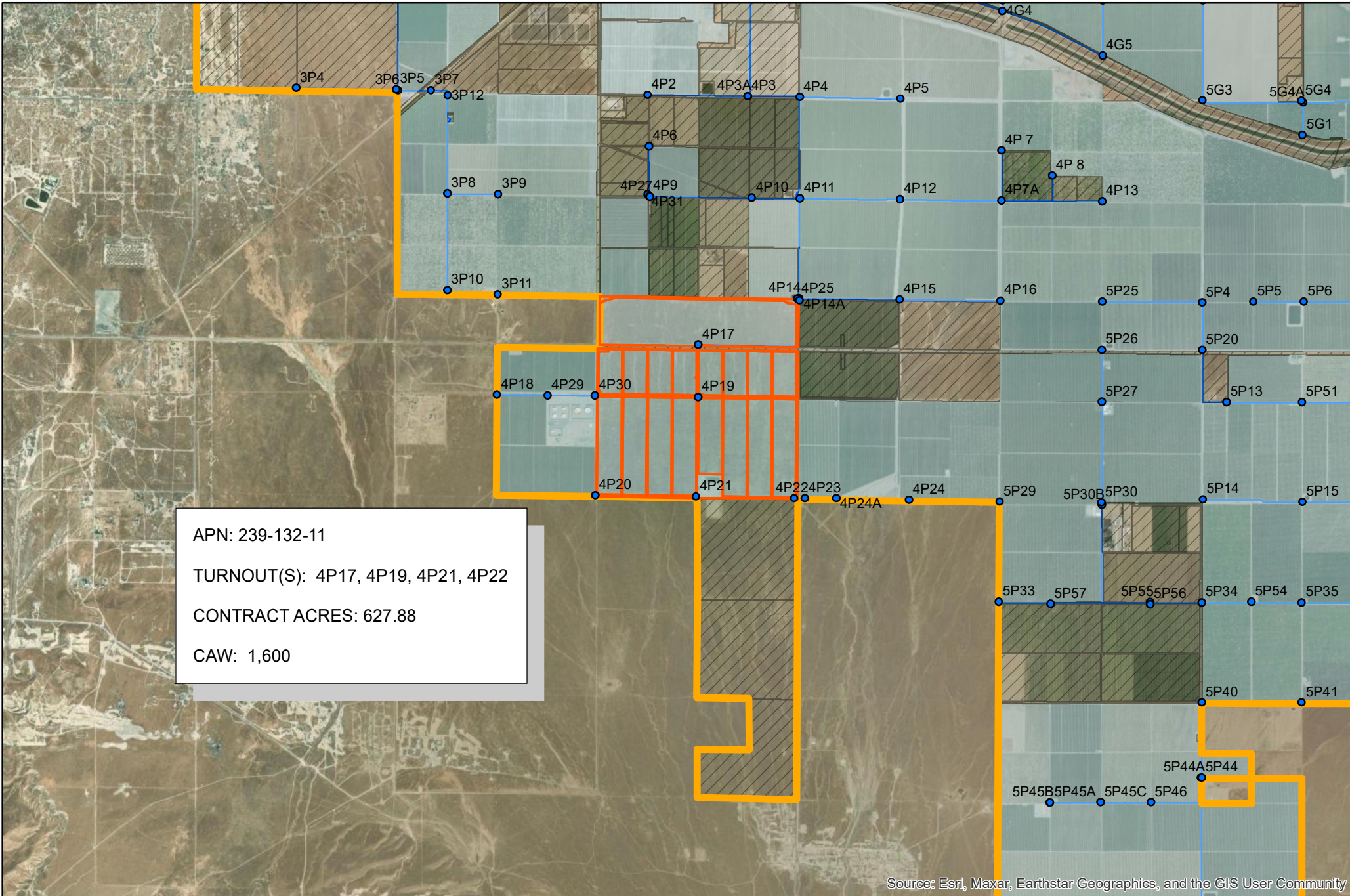
Subject: Water Contract Transfers

Upon reviewing with Flower, MFC Kern I LLC would like to submit a formal request to move the following water contracts within our Farming Unit. If you have any questions, please don't hesitate to give me a call or Alex Shafer at 661-859-6819.

Sincerely,

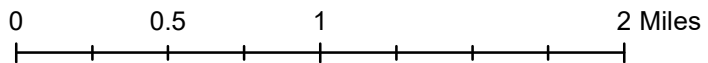
 , CEO of MFC Kern I LLC

| | <u>"From" Parcel</u> | <u>"To" Parcel</u> |
|-----------------------------------|----------------------|--------------------|
| <u>Transfer Request #1</u> | | |
| APN | 239-132-11 | 295-040-22 |
| Owner | MFC Kern I LLC | MFC Kern I LLC |
| Charge Code | 5412 | 1401 |
| Contract Acres | 156.94 | 156.94 |
| Non Contract Acres | 0 | 163.06 |
| Turnout | 4P17 | 5G97 |
| <u>Transfer Request #2</u> | | |
| APN | 239-132-11 | 295-030-17 |
| Owner | MFC Kern I LLC | MFC Kern I LLC |
| Charge Code | 5412 | 2401 |
| Contract Acres | 156.94 | 156.94 |
| Non Contract Acres | 0 | 3.06 |
| Turnout | 4P19 | 7G47 |
| <u>Transfer Request #3</u> | | |
| APN | 239-132-11 | 295-050-09 |
| Owner | MFC Kern I LLC | MFC Kern I LLC |
| Charge Code | 5412 | 1401 |
| Contract Acres | 157.00 | 157.00 |
| Non Contract Acres | 0 | 3.00 |
| Turnout | 4P21 | 7G47 |
| <u>Transfer Request #4</u> | | |
| APN | 239-132-11 | 295-050-14 |
| Owner | MFC Kern I LLC | MFC Kern I LLC |
| Charge Code | 5412 | 1401 |
| Contract Acres | 157.00 | 157.00 |
| Non Contract Acres | 0 | 3.00 |
| Turnout | 4P22 | 7G48 |



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

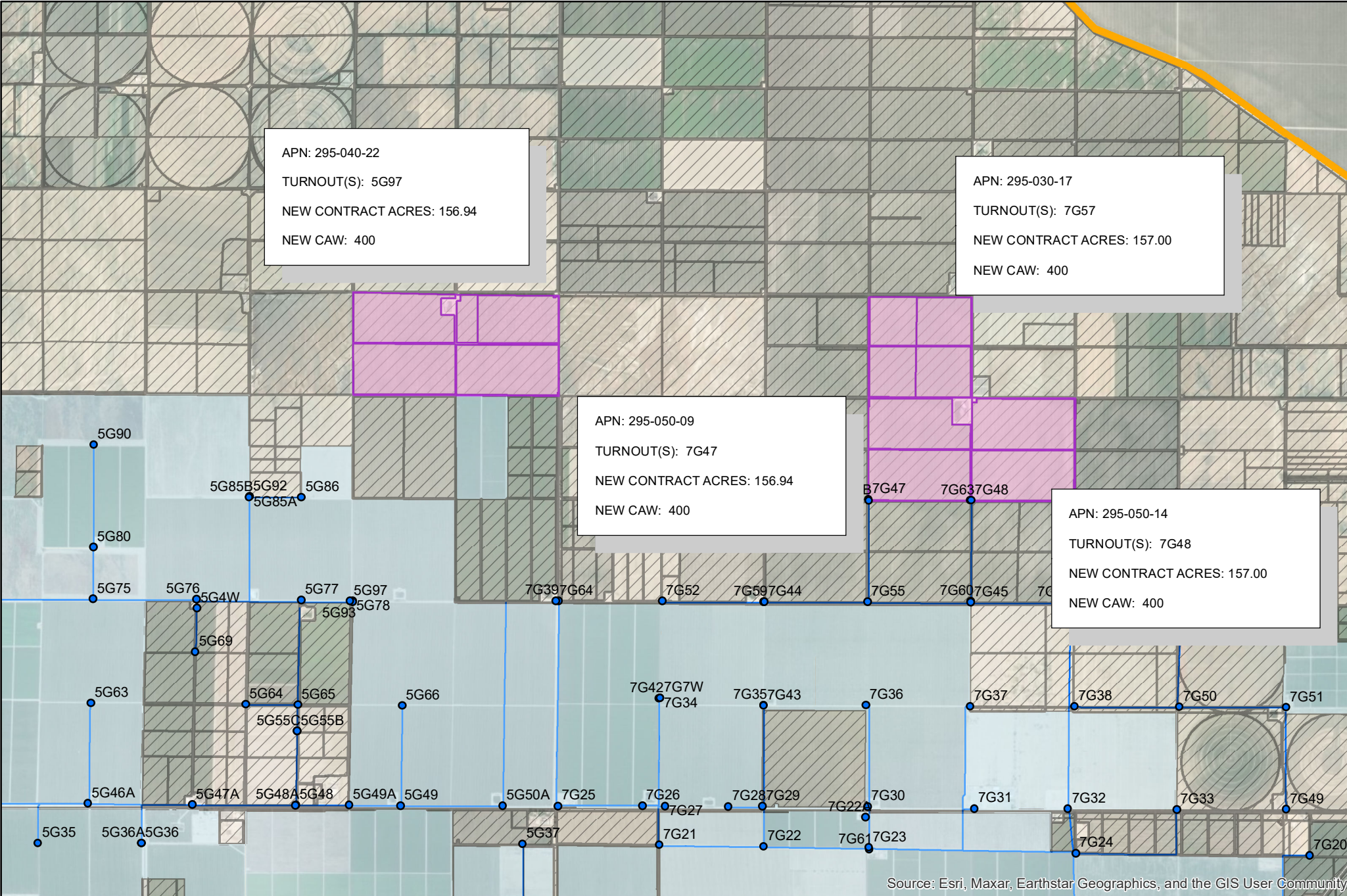
Date: 3/11/2024



MATERRA FARMING PROPOSED ADD EXCLUDE

Legend

- EXCLUDED LANDS_PROPOSED
- WRM_TURNOUTS **64**
- WRM_BOUNDARIES



APN: 295-040-22
 TURNOUT(S): 5G97
 NEW CONTRACT ACRES: 156.94
 NEW CAW: 400

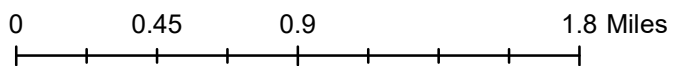
APN: 295-030-17
 TURNOUT(S): 7G57
 NEW CONTRACT ACRES: 157.00
 NEW CAW: 400

APN: 295-050-09
 TURNOUT(S): 7G47
 NEW CONTRACT ACRES: 156.94
 NEW CAW: 400

APN: 295-050-14
 TURNOUT(S): 7G48
 NEW CONTRACT ACRES: 157.00
 NEW CAW: 400

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Date: 3/11/2024



MATERRA FARMING PROPOSED ADD EXCLUDE

Legend

- ADDED LANDS_PROPOSED
- WRM_TURNOUTS 65
- WRM_BOUNDARIES

BEFORE THE BOARD OF DIRECTORS
WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

RESOLUTION NO. 2024-XX

IN THE MATTER OF:

**AUTHORIZING AMENDMENTS TO
WATER SERVICE CONTRACTS NO. 12102 TO ENABLE CHANGES
IN SURFACE WATER SERVICE AREA**

SECTION A. WHEREAS this Board of Directors finds and determines as follows:

1. The District has entered into numerous Water Service Contracts with certain landowners within the District. Said contracts provide at Section 3(b) that water will be delivered through the District's distribution system in accordance with the District's Rules and Regulations for Distribution of Water ("Rules and Regulations").

2. Pursuant to Water Code Section 43003, by Resolution 70-89 adopted July 8, 1970, the District adopted Rules and Regulations for Distribution of Water, which have been amended from time to time. Said Rules and Regulations at Sections 3.b. and 3.c. authorized the Board of Directors to make additions to and/or exclusions from the Surface Water Service Area.

3. This Board of Directors adopted a Surface Water Service Area of the District by Resolution No. 349 on July 2, 1968, which Surface Water Service Area has been amended from time to time by the Board of Directors.

4. The District has received a request from Brent Grizzle, on behalf of Materra Farming Company, LLC., to exclude from the Surface Water Service Area certain lands totaling 627.88 acres (hereafter "Excluded Land"):

(a) 156.94 acres of contract land comprising the North 1/2 of Section 11, T11N/R23W, SBM, lying northerly of Maricopa Highway 166; the land is currently served by turnout 4P17, per Water Service Contract No. 12102

(b) 156.94 acres of contract land comprising the South 1/2 of Section 11, T11N/R23W, SBM, lying southerly of Maricopa Highway 166; the land is currently served by turnout 4P19, per Water Service Contract No. 12102

(c) 157.00 acres of contract land comprising the Southwest 1/4 of Section 11, T11N/R23W, SBM, lying northerly of Maricopa Highway 166; the land is currently served by turnout 4P21, per Water Service Contract No. 12102

(d) 157.00 acres of contract land comprising the Southeast 1/4 of Section 11, T11N/R23W, SBM, lying northerly of Maricopa Highway 166; the land is currently served by turnout 4P22, per Water Service Contract No. 12102

5. Said request further proposes to add to the Surface Water Service Area the following lands totaling 627.88 contract acres (hereafter “Added Land”):

(a) 156.94 acres of contract land comprising the Southwest 1/4 of Section 21, T32S/R26E, SBM, more or less; the land is currently served by non-contract turnout 5G97.

(b) 156.94 acres of contract land comprising the Southeast 1/4 of Section 23, T32S/R26E, SBM, more or less; the land is currently served by non-contract turnout 7G57.

(c) 157.00 acres of contract land comprising the Northwest 1/4 of Section 25, T32S/R26E, SBM, more or less; the land is currently served by non-contract turnout 7G48.

(d) 157.00 acres of contract land comprising the Northeast 1/4 of Section 26, T32S/R26E, SBM, more or less; the land is currently served by non-contract turnout 7G47.

6. This Board of Directors has considered and evaluated said request as more fully described in the memoranda to the Board dated March 2, 2022, and entitled “*Materra Farming – Request for Water Service Contract Amendments: Exclusions From the SWSA Affecting Contract 12102; Additions to the SWSA Affecting Turnouts 5G97, 7G57, 7G48, 7G47*”. Said memorandum concludes that all conditions for approval can be met, and recommends that Materra’s requested equal area addition/exclusion be approved by the Board of Directors.

7. Changing the Surface Water Service Area by excluding the Excluded Land, and substituting an equivalent acreage within the Added Land, is feasible and in the best interests of the District and its landowners. The criteria originally established by Resolution No. 349 is generally applicable to this proposed reallocation of the District's water supplies, except that water will not be reallocated only to those lands for which the owner submitted an application for water service in 1968, recognizing that conditions and the requirements of the District's landowners have changed considerably over time. The proposed changes in the Surface Water Service Area are consistent with the District's project purposes.

SECTION B. NOW, THEREFORE, IT IS HEREBY RESOLVED by this Board of Directors as follows:

1. The foregoing recitals are true and correct.

2. District staff are authorized to prepare and tender appropriate amendments to the applicable Water Service Contracts after approval of Counsel as to form. The District officers are hereafter authorized to execute such amendments. Upon such execution, the Excluded Land shall be excluded to the Surface Water Service Area and the Added Land shall be added to the same.

3. The amended Water Service Contract shall be in the form approved by Resolution No. 69-60, except as provided below.

4. The following matters shall apply to the Excluded Land which is to be excluded from the Surface Water Service Area:

(a) Said lands shall remain subject to the original project assessment

until such time as it may be modified by a reassessment.

(b) Recognizing that said lands will no longer be entitled to receive surface water from the District and are not developed upon reliance of ground water, said lands shall no longer be subject to the Administrative and General Service Charges levied after said lands are excluded from the Surface Water Service Area; provided, however, there shall be no refunds due upon such charges, including Project Service Charges, levied prior to said exclusion; provided further, however, that if, subsequent to their exclusion from the Surface Water Service Area, said lands receive surface water deliveries or are developed in reliance on groundwater, said lands shall again become subject to the Administrative and General Service Charges.

5. The following matters shall apply to the Added Land which is to be added to the Surface Water Service Area:

(a) Charges shall be computed in the same manner as charges for other lands under contract water service with the District, except that the debt service component and the operation, maintenance, and repair component of the Water Availability Charge shall be equal to said components for the category of service formerly applicable to the excluded land.

(b) While a \$4.00 per acre per year charge would normally be levied on Added Land for the first ten years of water service and applied to the Operating Reserve Fund, in this case the same landowner has equivalent exclusions upon which lands the Operating Reserve Fund charge has already been paid (i.e. the Excluded Land), so no Operating Reserve Fund charge shall apply.

(c) In the event a call were made on the original project assessment and until such time as the project may be reassessed in accordance with law, the water user of the Added Land shall pay a special charge in lieu of a call on the original project assessment on said lands, which charge shall be the same amount as the amount which would have been due if the lands subject hereto had received an original project assessment, as determined by the Board of Directors.

(d) Where appropriate, Exhibit A of the respective Water Service Contracts will differ from the standard format based upon the District's adopted design criteria to provide for delivery at different delivery points and at different rates of flow among other things.

(e) Where appropriate, in order to provide insofar as possible that existing contract water users not be detrimentally affected by deliveries to the Added Land, the Water Service Contract (or amendment thereto) shall contain a provision providing that the service to the Added Land may be reduced or curtailed to the extent that there is insufficient capacity to deliver water to the Added Land.

(f) Because the Added Land is already developed in reliance on surface water from the District, said Land shall continue to be subject to the Administrative and General Service Charges as provided in the Water Service Contracts.

6. It is this Board's intent to cause a reassessment of the original project assessment

prior to making any call on said assessment.

ALL OF THE FOREGOING being on motion of Director_____, seconded by Director_____, and adopted by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

I HEREBY CERTIFY that the foregoing resolution is the resolution of said District as duly adopted by said Board of Directors on the XX day of March 2024.

WITNESS my hand and the seal of the Board of Directors this XX day of March 2024.

Secretary of the Board of Directors

(SEAL)

DRAFT

◀ WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT ▶

MEMORANDUM

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: March 11, 2024

SUBJECT: Consider Participation in WRM 13 Turnout Planning and Construction

When the California Aqueduct (CA) was constructed, the WRM13 Turnout was included as part of that construction. It consists of a 48" turnout and stub pipe, with a capacity of 80 cfs, that terminates and is plugged after crossing the CA embankment and road. The District never utilized that turnout, instead using WRM13A and WRM13B.

Tejon-Castac Water District (TCWD) has proposed using the existing WRM13 turnout to deliver supplies to a potential project within TCWD. As WRM13 has never been used, and although it is identified within the DWR Data Handbook, any use of WRM13 would require a new Turnout Agreement with DWR. As part of that process, TCWD has entered into an agreement with KCWA for development of WRM13, at an initial cost of \$60,000. TCWD has also received an estimate from AECOM of \$650,000 for turnout construction.

Although the District has never used the WRM13 turnout, it has potential as a District project as well. By potentially connecting the turnout to the 850 Canal, it could - supplement flows during peak deliveries (in 2023 the District reached a maximum on WRM 10, which delivers to the 850 Canal); potentially save pumping costs as PG&E costs tend to be higher than DWR rates; and offer an emergency delivery system to the 850 if there was an issue with WRM10 or the pipeline.

To connect the WRM13 turnout to the 850 canal would require over three miles of pipeline, depending upon the route, and a fairly significant facility to introduce water into the 850. Those costs have not been determined at this time.

Any potential costs, if the District were to pursue the WRM13 construction, are not included in the 2024 budget. The cost could be reserve funded if the Board were so inclined.

Recommendation: It is recommended the Board authorize the Engineer-Manager to enter into an agreement with Tejon-Castac Water District to share costs on the design, construction and appropriate regulatory costs for the WRM13 turnout, subject to final approval of the Engineer-Manager and counsel.

(filename C:\Users\druth\OneDrive - Wheeler Ridge Maricopa Water SD\Documents - WRMWSD Shared\Management\Shared_AA\Board Mailing March 13, 2024\Prep Docs\8.5 WRM_Memo_2024_Participation_WRM13_Turnout.wpd)

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Eric McDaris

DATE: March 11, 2024

SUBJECT: Consider Provost and Pritchard Proposal for Consulting and Engineering Services for the White Wolf Subbasin In-Lieu Banking Program

The White Wolf GSA was recently awarded the Department of Water Resources Sustainable Groundwater Management Grant Round 2 Implementation Grant which will fund approximately \$1.35 million toward the design, implementation, reporting, and administration of the White Wolf Subbasin In-Lieu Banking Program.

The District, with Arvin-Edison Water Storage District (AEWSD), developed an In-Lieu Banking Program (Project), to expand the delivery of intermittent surface water supplies to offset groundwater pumping demands during wet years. The Project consists of connecting AEWSD’s South Canal and WRMWSD’s surface water distribution facilities to approximately 3,900 acres of irrigated agriculture in the groundwater service areas of each District. Expanding the distribution systems to be able to serve these lands will require the construction of approximately 16 new AEWSD and three new WRMWSD metered turnouts and associated piping, as well as a 5” intertie facility that will connect AEWSD’s South Canal with the WRMWSD 850 Canal. The attached *Figure 7 & Figure 9* maps show the AEWSD-WRMWSD interconnection facility and locations of the potential in-lieu turnouts.

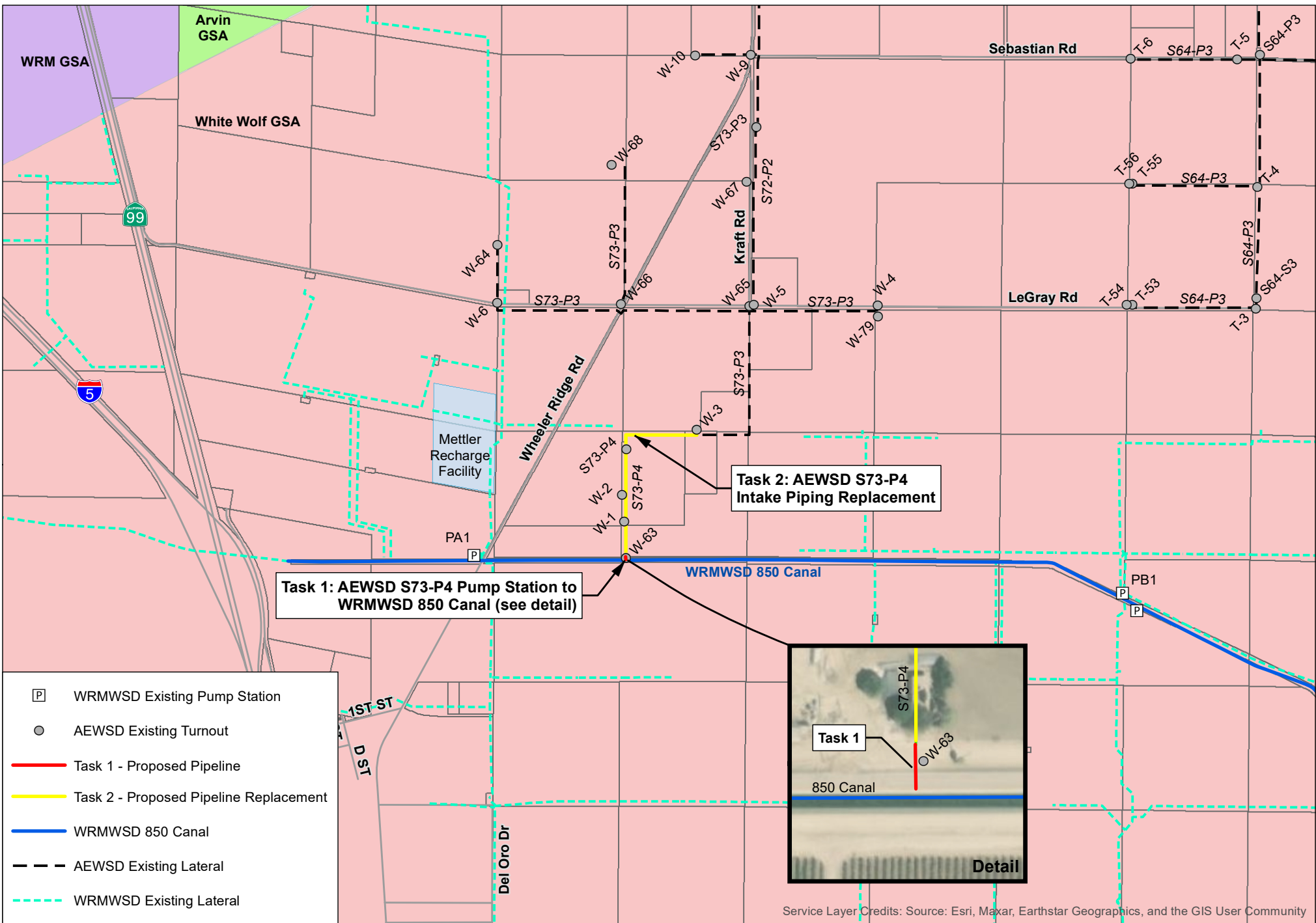
It is currently estimated that surplus surface water supplies are available on a historical average of 100 days, every 2.5 years. Implementation of this program could reduce groundwater extractions in the subbasin by 3,570– 5,510 AFY (6-10% annually).

Provst and Pritchard Consulting Group (P&P) have submitted the attached task order and consulting services agreement, which covers the three WRMWSD turnouts proposed in the Project. The Proposal includes the necessary land surveying, engineering, engagement and outreach with growers and grant reporting services to construct the new In-Lieu Banking Program facilities for WRMWSD. The costs for P&P services as proposed total \$41,500, however, District staff are working to determine what portions scope of work could be done utilizing District resources and staff, which could lower overall costs.

Recommendation. Staff recommends the Board authorize the Engineer-Manager to execute the attached Proposal and Consulting Services Agreement with Provost and Pritchard Consulting Group, subject to review by counsel as to form and final approval of the Engineer-Manager.

Attachments: *Provost and Pritchard Task Order and Consulting Services Agreement*
Figure 7, AE-WRM Intertie, WW In-Lieu Program Grant App_2022-12-12
Figure 9, New Turnouts, WW In-Lieu Program Grant App_2022-12-12

Filename: 8.7 Consider Provost and Pritchard Proposal for Consulting and Engineering Services for the White Wolf Subbasin In-Lieu Banking Program

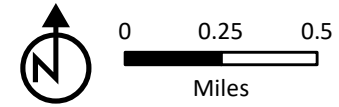


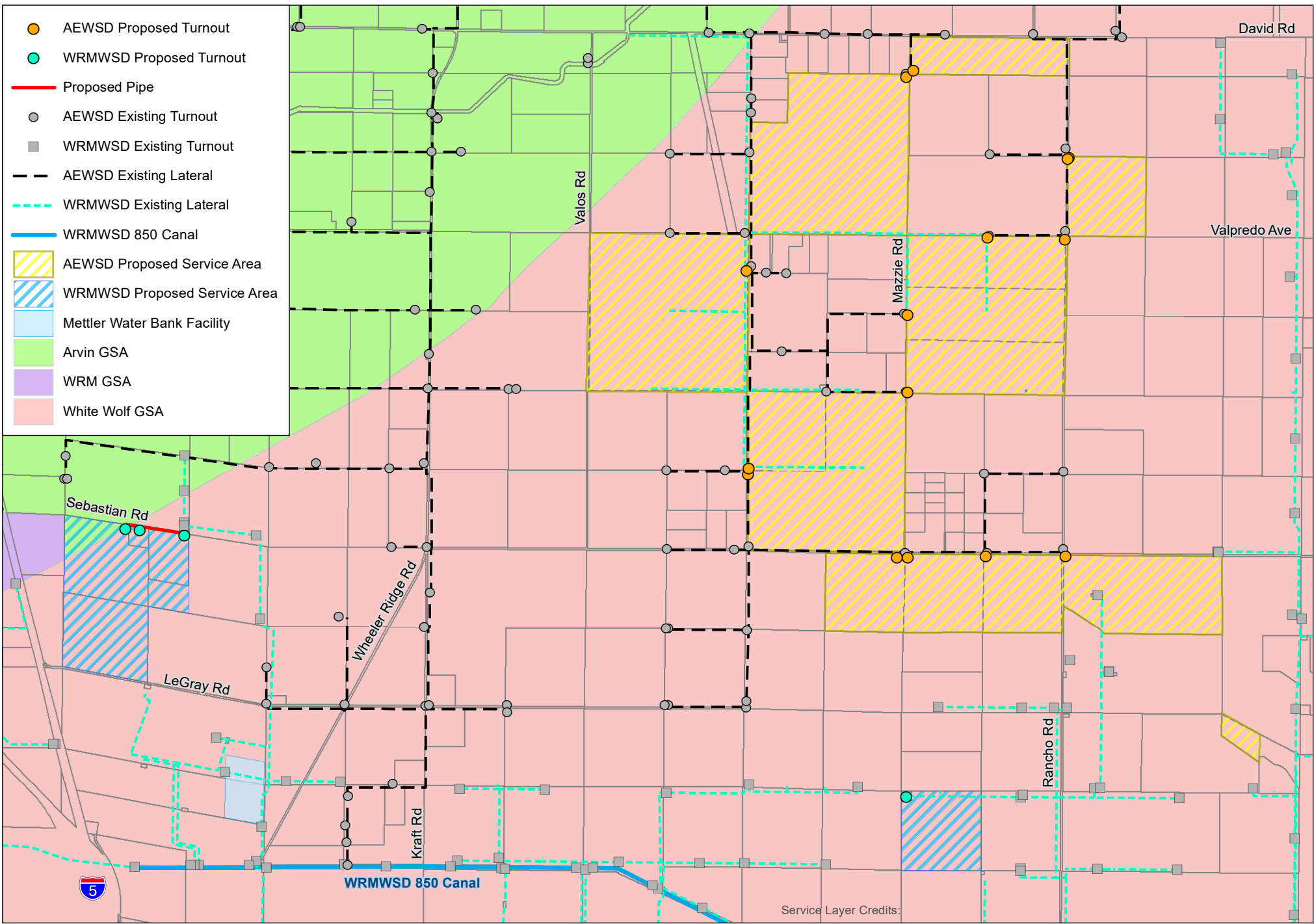
Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

AEWSD South Canal WRMWSD 850 Canal Intertie

Arvin-Edison Water Storage District

Figure 7 PROVOST & PRITCHARD





AEWS D In-Lieu Banking Project

Arvin-Edison Water Storage District

Figure 9 PROVOST & PRITCHARD

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

March 6, 2024

Sheridan Nicholas
Wheeler Ridge-Maricopa Water Storage District
12109 Highway 166
Bakersfield, CA 93313

Subject: Consulting and Engineering Services for the White Wolf Subbasin In-Lieu Banking Program Project

Dear Sheridan Nicholas:

Thank you for the opportunity to submit this proposal to provide consulting and engineering services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

White Wolf GSA (WWGSA) applied for and was awarded the Department of Water Resources (DWR) - Sustainable Groundwater Management Grant (SGMA) Round 2 Implementation Grant (Grant). The grant will fund approximately \$1,345,000 toward the design, implementation, reporting, and administration of the Project over the next two years. As members of WWGSA, Wheeler Ridge-Maricopa Water Storage District (WRMWSA) and Arvin-Edison Water Storage District (AEWSD) developed an In-Lieu Banking Program. The In-Lieu Banking Program consists of connecting AEWSD's South Canal and WRMWSA's surface water distribution facilities to approximately 3,900 acres of irrigated agriculture in the groundwater service areas of each District to expand service of surface water supplies, when available, to offset groundwater pumping demands during wet years. Expanding the in-lieu program to be able to serve water to the approximately 3,900 acres requires the construction of 16 new AEWSD and three new WRMWSA metered irrigation landowner services or "turnouts" and associated piping. The scope of work for this Proposal covers the three WRMWSA turnouts proposed in the Project.

SCOPE OF SERVICES

This Proposal will provide the necessary land surveying, engineering, engagement and outreach with growers and grant reporting services to construct the new In-Lieu Banking Program facilities for WRMWSA. More specifically, Provost & Pritchard Consulting Group (P&P) proposes the following scope of work items under this proposal.

PHASE 01: GRANT REPORTING (\$5,000)

This phase is part of Task A in the grant agreement for this project.

EKI will lead the grant reporting effort and will compile the reports and reimbursement requests. Provost & Pritchard will support EKI and provide information for the required quarterly and final report. It is anticipated this information will include status updates, description of challenges, and expenditures for the quarter. Information to support the final component report documenting project completion will also be provided.

Task Assumptions

- Prepare three quarterly reports and one final report.

Deliverables

- Grant reporting information, as requested.
- Grant cost information, as requested.

PHASE 02: SURVEY (\$6,500)

This phase is part of Task B in the grant agreement for this project.

This phase includes collecting design-level survey data, boundary analysis, and preparing an easement legal descriptions. Specific tasks include:

- Research available maps and deeds to obtain record property and right-of-way line locations.
- Collect design-level topographic survey data along the project alignment sufficient to identify elevations, observed utilities, and surface features.
- Resolve public and private property boundaries along the alignment, from record information tied to physical monuments, and sufficient to prepare legal descriptions, exhibits, and construction drawings.
- Prepare pipeline easement legal description and exhibit for each APN where new or additional easement/right-of-way is necessary.

Task Assumptions:

- The pipeline alignment and right-of-way will be accessible for the survey crews.
- Survey data collected will be utilized for design in AutoCAD. No boundary or topographic maps will be delivered, other than in the legal descriptions or as may be shown on the construction drawings.
- The existing easements will be sufficient where a turnout is being added to an existing pipeline.
- An easement description will be needed for the pipeline extension.

Deliverables:

- One (1) electronic copy (.pdf format) of the signed easement legal description and exhibit map for each acquisition area.

PHASE 03: ENGINEERING DESIGN (\$25,000)

This phase is part of Task B in the grant agreement for this project.

This phase includes preliminary design, preparation of plans, specifications, and estimate (PS&E) and design project management. The design will begin from a preliminary analysis dated November 17, 2022. Once the topographic and boundary surveys are completed, the design process will begin.

- **60% Design:** Preliminary plans will be prepared to a 60% level of completion. At this stage, the plans will identify the critical project components, pipe alignment, depth, and will identify work constraints. The hydraulic analysis done in the preliminary analysis will be updated with information collected from the field surveys. At this stage, technical specifications and an Engineer's Opinion of Probable Cost (Estimate) will be prepared. A memorandum will be developed for P&P and WRMWSD to define the design criteria.
- **100% Design:** Upon receipt of the 60% review comments, the 100% PS&E will be prepared. This will include any final revisions to the plans and specifications prior to project bidding. Specifications will include revised technical specifications along with the front-end contract provisions (Divisions 00 and 01). At this stage, bid item descriptions, bid schedule, construction duration, and construction constraints will be identified in the specifications. Costs will be refined and updated with new information.
- Plan review meetings with District staff will be held at the District headquarters at the 60% and 100% milestones.
- Assist with developing the Stormwater Pollution Prevention Plan (SWPPP). One SWPPP will be prepared for the project and included in the construction documents. The awarded Contractor will be responsible for amending the SWPPP as needed to comply with the current regulatory requirements.

Task Assumptions

- WRMWSD plans to build the turnouts with their staff. The Project will not go through a public bidding process.
- WRMWSD will provide copies of as-built drawings for the facilities to receive new turnouts and pipeline extensions.
- There will be no substantive changes to the design concept, alignment, etc. upon initiation of the 60% design effort.
- Plans will be prepared at scales determined to be appropriate by Provost & Pritchard.
- Plans will be prepared using Provost & Pritchard's AutoCAD standards.
- Estimates will be prepared using available cost resource information (such as RSMeans) and recent bid results from similar projects.

Deliverables

The following deliverables are anticipated and will be delivered in electronic(.pdf) format:

- 60% Plans, Specifications & Estimate
- 100% Plans, Specifications & Estimate
- Signed Plans and Specifications for construction
- Draft SWPPP (electronic .pdf format), included in bidding documents.
- Construction Estimate

PHASE 04: ENGAGEMENT AND OUTREACH (\$5,000)

This phase is part of Task E in the grant agreement for this project.

Provost & Pritchard will support WRMWSD staff's outreach to affected growers along the project alignment. The work in this phase will include:

- Preparation of exhibits for pipeline-impacted landowners, specific to each landowner to identify the proposed alignment and turnout location.
- Assist WRMWSD staff with grower meetings.
- Follow-up phone calls directly with landowners wishing to discuss the project details.

Deliverables

- Meeting minutes
- Landowner exhibits

ASSUMPTIONS

This Task Order was developed with the phase specific and following general assumptions. Should any of the assumptions prove incorrect, then WRMWSD and P&P will develop mutually agreeable changes to the scope, schedule and/or fee.

- WRMWSD and affected landowners will provide access to their properties for geotechnical borings, utility locating, environmental, and surveying investigations.
- All quoted fieldwork will be conducted during dry conditions.
- WRMWSD will pay all fees related to environmental permitting, pipeline easement recordation, and/or PG&E power service.
- Landowners will provide private utility location information within proposed alignments.
- Landowners are willing to grant WRMWSD easements free of charge and in a timely matter commensurate with design.
- WRMWSD will review all deliverables in a timely manner.
- All reviewing agencies will review deliverables in a timely manner.

ADDITIONAL SERVICES

The following services are not included in this scope of work at this time.

- Construction Contract Administration
- Construction Observation
- Construction Staking
- Geotechnical Investigation

- Underground utility locating (potholing)

FEE

WRMWSD will be invoiced on a time and materials basis, in accordance with the Service Contract between said parties dated March 6, 2024, and the attached P&P fee schedule. The fee for this Proposal shall not exceed **\$41,500** without written authorization from WRMWSD.

| Proposed Fee Schedule | | |
|------------------------------------|------------|-----------------|
| Phase | Grant Task | Estimated Fee |
| Phase 01 – Grant Reporting | A | \$5,000 |
| Phase 02 – Survey | B | \$6,500 |
| Phase 03 – Design | B | \$25,000 |
| Phase 04 – Engagement and Outreach | E | \$5,000 |
| Total Estimated Fee | | \$41,500 |

SCHEDULE

The schedule for completing work under this Proposal will be determined by mutual agreement as work is requested and in agreement with the grant funding schedule. Provost & Pritchard can begin work upon receipt of authorization to proceed and begin working with WRMWSD staff to meet with the growers to verify turnout locations. Upon verification from the growers the field work would begin and be completed within 4 months. The design will progress on a parallel track with the environmental documentation and is anticipated to take approximately 10 to 11 months. Project construction will commence after the environmental documentation and design are completed.

| Proposed Schedule | | |
|------------------------------------|-----------|------------|
| Phase | Start | End |
| Phase 01 – Grant Reporting | 12/1/2023 | 12/8/2025 |
| Phase 02 – Survey | 4/1/2024 | 5/10/2024 |
| Phase 03 – Design | 4/1/2024 | 3/21/2025 |
| Phase 04 – Engagement and Outreach | 4/1/2024 | 12/19/2025 |

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our standard Consultant Services Agreement is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Respectfully,
 Provost & Pritchard Consulting Group

Randy Hopkins, RCE 63538
 Chief Strategic Officer

TERMS AND CONDITIONS ACCEPTED

By Wheeler Ridge-Maricopa Water Storage District

Signature

Sheridan Nicholas

Printed Name

Engineer-Manager

Title

Date

CONSULTANT SERVICES AGREEMENT

CSA NO: 24-304

Wheeler Ridge-Maricopa Water Storage District
Client/Agency

Sheridan Nicholas
Attention

Wheeler Ridge-Maricopa Water Storage District
Bill to

12109 Highway 166
Billing Address

Bakersfield, CA 93313
City, Zip Code

White Wolf Subbasin In-Lieu Banking Program
Project Title

24-304
Proposal No.

661-858-2281
Telephone

661-858-2643
Fax

snicholas@wrmwsd.com
Email

Kern County, California
Location

DESCRIPTION OF SERVICES

Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to provide consulting and engineering services for the White Wolf Subbasin In-Lieu Banking Program project (Project).

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-

use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to

the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the

- Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
 28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
 29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
 30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
 31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

- 38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
- 39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

| | |
|----------------------|--|
| _____ | Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group |
| Client/Agency | _____ |
| _____ |  |
| By | By |
| _____ | Randy Hopkins, RCE 63538 |
| Name | Name |
| _____ | Chief Strategic Officer |
| Title | Title |
| _____ | March 6, 2024 |
| Date Signed | Date Signed |

WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT**MEMORANDUM**

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: March 11, 2024

SUBJECT: Consider Agreement for Recruitment Services for Assistant Controller

In 2023 the Board authorized the Assistant Controller position for 2024. To assist District staff with locating a suitable candidate, staff has contacted a recruitment service, Central Valley Search Partners (CVS). Please find attached the Direct-Hire Recruiting Services Agreement for CVSP.

As the proposed fee (which is only paid if CVSP locates and places a candidate with the District) of 25% of the anticipated base salary, is equivalent to three months of salary, and the District has the entire year's salary included in its budget and has not filled the position through March, the fees would not impact the District's budget.

Recommendation: It is recommended the Board approve the attached Direct-Hire Recruiting Services Agreement for CVSP, subject to final approval of the Engineer-Manager and counsel.

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DIRECT-HIRE RECRUITING SERVICES AGREEMENT

This **Direct-Hire Recruiting Services Agreement** (the "Agreement"), which is dated and shall be effective as of [REDACTED], is entered into by and between **Central Valley Search Partners LLC**, a California limited liability company ("CVSP"), and XXX ("Client").

CVSP is in the business of providing employee recruitment services. Client desires to engage CVSP for the purpose of performing the services described below and CVSP is willing to render such services to Client on the terms and conditions set forth in this Agreement. In consideration of the mutual covenants and conditions contained herein, and incorporating the foregoing recitals by this reference, the parties hereby agree as follows:

Section 1. Description of Services. During the term of this Agreement, CVSP agrees to solicit and refer prospective candidates ("Candidates") for open Job Positions as requested by Client (the "Recruitment Services"). This includes, but is not necessarily limited to, reviewing resumes, conducting reference checks, and conducting interviews with Candidates to assess qualifications and interest levels; referring Candidates for Job Positions as CVSP shall determine to be appropriate for Client; and assisting Client in making offers to Candidates. CVSP shall determine the method, details, and means of performing the services described in this section. Client agrees that Candidates will only be hired on a direct-hire basis.

Section 2. Job Positions. Client shall provide CVSP with a written description of each open position (a "Job Position") for which Recruitment Services will be provided under this Agreement, which descriptions shall include job titles, description of duties, expected annual compensation (including wages, salary, bonus, and benefits) and qualifications for prospective candidates. Client may direct CVSP to cease Recruitment Services for any Job Position at any time upon giving written notice to CVSP.

Section 3. Term. The initial term of this Agreement shall be for the period of one (1) year, commencing on the effective date of this Agreement and ending on the date prior to the anniversary of such date. This Agreement shall automatically renew at the end of the initial term for additional and successive one (1) year periods unless Client provides thirty (30) days written notice prior to the expiration of the applicable term of Client's election not to renew. CVSP shall have the right to terminate this Agreement at any time.

Section 4. Placement Fees. In consideration of the Recruitment Services performed by CVSP, Client shall pay to CVSP a cash amount equal to **25 % of the first year anticipated base salary** for each Candidate hired by Client as further provided in this section (the "Placement Fee"). The Placement Fee shall be payable by Client whenever a Candidate referred by CVSP to Client accepts an offer of employment from or to otherwise perform services for the Client or an affiliate of Client in any capacity, whether as employee, consultant, or contractor, and whether to fill a Job Position described in Section 2 or in any other capacity within twelve (12) months of the date of the Candidate's referral. Payment of the Placement Fee in full is due within ten (10) business days of the Candidate's start date. Failure by Client to pay the Placement Fee in full when due shall result in termination of the Replacement Policy described in Section 5 below, and an additional monthly charge equal to 1% on the amount unpaid shall be added to the unpaid amount each month until paid in full. Client agrees to inform CVSP in writing of the final terms of employment or service of each Candidate hired by the Client on or prior to the Candidate's start date.

Section 5. Replacement Policy. There shall be NO REFUNDS of the Placement Fee. If a Candidate accepts an Offer from Client and subsequently voluntarily resigns or is terminated for cause (as described in subsection 5.1 below) within **120 days** of the Candidate's start date, CVSP shall perform Recruitment Services free of charge to find a replacement Candidate for the vacant Job Position (the "Replacement Policy"). This Replacement Policy shall be void if: (i) the Client materially changes Candidate's job title and/or duties; (ii) the Candidate is hired for a position other than a Job Position for which the Candidate was referred; and /or (iii) Client fails to pay the Placement Fee for the Candidate within ten (10) days of the Candidate's start date. If the client hires a replacement candidate outside of CVSP's representation, the Replacement Policy is forfeited by the client. The Replacement Policy/Re-fill is only applicable for the same position for which the candidate was initially hired; it cannot be used as a "credit" for other openings or future staffing needs.

5.1. Termination for Cause. For the purpose of this Agreement, a Candidate shall be considered terminated for cause for willful misconduct, willful violations of the Client's rules or policies, disruptive behavior, fraudulent or illegal acts, and material misrepresentations of the Candidate's qualifications rendering the Candidate reasonably unable to perform the duties for which he or she was hired. A Candidate shall not be considered to have been terminated for cause due to lack of work available to the Candidate.

Section 6. Proprietary Information. The resumes, names and contact information of Candidates referred to Client pursuant to this Agreement shall remain the property of CVSP and may not be shared with any other person, entity, or other third party, except as otherwise required for Client to perform its own due-diligence with respect to a referred Candidate, without the express written consent of CVSP.

Section 7. Miscellaneous Provisions. This Agreement contains all representations and the entire understanding and agreement among the parties concerning the subject matter hereof and no supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both parties. No waiver of any provision herein shall be binding unless executed in writing by the party making the waiver. The obligations of the parties under Sections 4, 5 and 6 above shall survive the termination of this Agreement. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees together with any other costs incurred by reason of that action or proceeding, in addition to any other relief to which it or they may be entitled. This Agreement shall be governed by and construed according to the laws of the State of California. This Agreement and all of its provisions shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument which may be sufficiently evidenced by one counterpart. This Agreement, or any other agreement or document to be signed by the parties as provided herein, may be signed and signatures transmitted by e-mail utilizing a PDF format, and any such e-mailed copy shall be treated and considered as a binding signed original of the subject document for all purposes.

The parties have executed this Agreement effective as of the date first set forth above.

Central Valley Search Partners LLC

Signature: _____

By: Randi Frank, Partner

XXX

Signature: _____

By: _____

Print Name & Title

◀ WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT ▶

MEMORANDUM

TO: Board of Directors

FROM: Robert Kunde

DATE: March 8, 2024

SUBJECT: Delta Conveyance Project - Change in Point of Diversion Petition

On February 22, DWR submitted said Petition to the State Water Resources Control Board. On February 29, the SWRCB issued a public notice that acknowledged receipt of the change petition and detailed the process to submit a protest against the petition. Protests against the change petition must be filed by April 29th, 2024.

Approval of the SWRCB is required in order to divert water under the existing SWP water right at the new locations proposed for the DCP. DWR anticipates SWRCB action on the petition in 2026.

DWR's one page Q&A on the Petition is attached.

Attachment: Water Rights Change in Point of Diversion Petition Q&A

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Water Rights Change in Point of Diversion Petition Q&A

1 What is a "Change in the Point of Diversion" (CPOD) petition?

As an existing water right holder DWR may file a petition to change the conditions of its water right permit, including a change in the location of where the water is collected, or the "point of diversion." To do this, DWR must file a petition with the California State Water Resources Control Board ("State Water Board"), which it has now done.

2 If the CPOD petition is granted, would it create a new water right?

No; if the CPOD petition is granted, it would not create a new water right.

3 If the CPOD petition is granted, would it change the existing maximum permitted diversion amount?

No; if the CPOD petition is granted, it would not change the maximum permitted diversion amount under existing DWR water right permits.

4 How is the CPOD process related to the State Water Board's Water Quality Control Plan Update?

The petition is unrelated to updates to the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta) Water Quality Control Plan, which is being addressed in a separate process.

5 What is the State Water Board's process to evaluate the CPOD petition?

Now that the CPOD petition has been submitted, the State Water Board will notify DWR and the public about their process and the timing and opportunities for public review and involvement, including an opportunity to "protest" the petition. DWR will be asked to collaborate with any protestants to work together to resolve concerns. Once this process concludes, the State Water Board will hold public hearings. The State Water Board will consider the petition in the context of other legal users of water (including water rights holders) and potential impacts to fish and wildlife.

6 What is included in DWR's CPOD petition?

The CPOD petition includes two parts. The first part is two standard forms required by the State Water Board that include, among other things, a description of the change being requested. The second part is "Supplemental Information" that provides background about the project and greater detail about the need for the proposed change in the point of diversion. The complete petition submitted to the State Board can be accessed [here](#).

◀ WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT ▶

MEMORANDUM

TO: Board of Directors

FROM: Robert Kunde

DATE: March 11, 2024

SUBJECT: Sites Reservoir Project - Benefits and Obligations Contract Update

At its February 16, 2024 meeting, the Sites Project released for public comment a public draft of the (a) Benefits and Obligations Contract, (b) Amended Joint Powers Authority Agreement, and (c) Phase 3, 4 and 5 Bylaws. These interrelated documents will form the Governance structure for Phases 3, 4, and 5 of the Project commencing in mid-2025.

Attached find the Sites staff memorandum and Attachment A - *“Draft B&O Contract and Governance FAQ Document”* thereto. Attachments B (the 68 page Benefits and Obligations Contract), C and D are available upon request. From the memo:

“It is important for all JPA members and Participants to be engaged and constructive in the development of these agreements and identify any “deal stoppers” immediately. Staff anticipates bringing forth another update including the current state of the documents in June 2024.

Staff requests that Participants and JPA members 1) conduct a detailed review of the attached public draft B&O Contract, JPA Amendment, and Bylaws and provide any comments from your agency by the March 22, 2024 meeting, and 2) consider what information and/or timing of materials is needed to expeditiously secure within your agency authorization to execute these agreements, [WRM will only execute the B&O Contract] and identify any gaps you foresee with the current proposed approach.”

These documents will be reviewed with the Board at its March 13 meeting. Director attention is directed to the attached *“Draft Benefits & Obligations Contract and Governance Development Frequently Asked Questions (FAQ) Related to these Subjects”* Board input is encouraged.

Attachment

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Meeting: **Reservoir Committee & Authority Board Agenda** **February 16, 2024**
Item 3.2

Subject: **Draft Benefits & Obligations (B&O) Contract**

Requested Action:

Receive an update on the a) development of the Benefits & Obligations Contract, Amended and Restated Joint Powers Agreement, and Phase 3, 4, 5 Bylaws and b) next steps to achieving Participants securing authority to execute these documents.

Detailed Description/Background:

The Benefits & Obligations Contract (B&O Contract), Amended and Restated Joint Powers Agreement (JPA Agreement) and Phase 3, 4, and 5 Bylaws as a whole form the governance structure for Phase 3, 4, and 5. Together these documents, when executed by Participants and the Sites Authority, inclusive of each individual JPA member, will be the contractual basis for decision making on the Project. Staff has advanced the B&O Contract, JPA Agreement, and Bylaws alongside each other based on the Final Adopted Guiding Principles and Preliminary Terms agreed to and provided by the Authority Board and Reservoir Committee, and direction from the Governance Ad Hoc Subcommittee. Public drafts of all three documents are attached. For reference and your use in discussing the Sites Project contracts and governance structure among your own agency, staff is also providing a Frequently Asked Questions (FAQ) document (included as Attachment A). If you have other questions you would like to see addressed in the FAQ, please raise them with Staff. This document will be updated as needed. The drafts of the B&O Contract, JPA Agreement and Bylaws are included as Attachments B, C, and D, respectively.

It is important for all JPA members and Participants to be engaged and constructive in the development of these agreements and identify any “deal stoppers” immediately. Staff anticipates bringing forth another update including the current state of the documents in June 2024.

Staff requests that Participants and JPA members 1) conduct a detailed review of the attached public draft B&O Contract, JPA Amendment, and Bylaws and provide any comments from your agency by the March 22, 2024 meeting, and 2) consider what information and/or timing of materials is needed to expeditiously secure within your agency authorization to execute these agreements. as applicable, and identify any gaps you foresee with the current proposed approach.

Operations Plan:

The draft B&O Contract includes contractual provisions related to Project operations. The Operations Plan, Version 2.0 (refer to Agenda Item 03-01) is intended to be used to describe the process and systems Authority Staff will be using to coordinate Sites operations with Storage Partners and permitting agencies.

Prior Action:

January 2024 – Confirmed the development of the B&O Contract remains consistent with the board adopted Guiding Principles and Preliminary Terms and delegate development of further operational details to the Operations and Engineering Committee.

Fiscal Impact/Funding Source:

The Amendment 3 Work Plan includes sufficient budget to cover required resources and activities to develop the Sites Reservoir Benefits & Obligations Contract. The drafting of the Joint Powers Agreement and Bylaws was anticipated in General Counsel’s (Young Wooldridge) Amendment 3 scope with \$100,000 of the contract authority being allocated which is sufficient to cover the costs.

Staff Contact:

JP Robinette (B&O Contract)

Jerry Brown / Alan Doud (Joint Powers Agreement/Bylaws)

Primary Service Provider:

Nossaman / Brown & Caldwell (B&O Contract)

Young Wooldridge (Joint Powers Agreement / Bylaws)

Attachments:

Attachment A – Draft B&O Contract and Governance FAQ Document

Attachment B – Draft B&O Contract

Attachment C – Draft JPA Amendment

Attachment D – Draft Bylaws Amendment



Draft Benefits & Obligations Contract and Governance Development Frequently Asked Questions (FAQ) Related to these Subjects

The Benefits and Obligations Contract (B&O Contract) between the Sites Authority and the Participants will describe the contractual commitments and obligations each of the Participants and Sites Authority will have to each other. The Governance of the Project is described in the B&O Contract plus the amended JPA and Bylaws. This FAQ is intended to be used for reference in Participants' continued review and comment on these contract documents and to assist the Participants in developing their approach to getting B&O Contract signature authority from their Boards, representing the transition to a final and irrevocable commitment to the Project and a revised governance for Phase 3, 4, and 5.

What does a Participant get when entering into a B&O Contract?

- Participants get a contractual commitment to a share of the Project's storage space (B&O 3.5) and a share of actual diverted water made under the Sites Water Right, along with control over the use of that share of the asset in cooperation with other Storage Partners. In addition, the Participant schedules releases of water out of the Reservoir to the primary point of delivery and in some cases, a secondary point of delivery (B&O 4.4). The Sites Authority commits best efforts in achieving all Storage Partners (Participants, State, Reclamation) requests and where physical limitations in capability occur, the Sites Authority will allocate capacity or provide rescheduling as available to accommodate requests in coordination with Storage Partners.

What kicks off the process for Participant home-boards to consider signing a B&O Contract? When will this occur?

- A recommendation by the Reservoir Committee and a Resolution of the Authority Board to Offer Capacity Interest and water service in the Sites Reservoir Project (a "Resolution to Offer Capacity and Service") through the B&O Contract will initiate the process for home-board review and action. It is expected that this action would be taken after determining sufficient progress has been made on finalizing key permits and agreements and developing an updated project cost estimate. Please refer to the condition precedent reporting document reviewed at the August 18, 2023 and November 17, 2023 Board meetings for the current status of the activities to be completed prior to the execution of the B&O Contracts.

- A deadline for returning an executed B&O Contract would be set at the time of adopting the Resolution. Currently a six-month period is planned for all Participants to complete their approvals.

Why is signing the B&O Contract critical to the Project?

- Once signed, the B&O Contract represents a final and irrevocable commitment to proceed with the Project. The B&O Contract will supersede all prior Participant Agreements (B&O 2.3) and will be the basis for funding, financing, constructing, and operating the Project. For Participants, the B&O Contract describes the obligations of and the benefits that flow to each of the Participants. For the Sites Authority, it outlines the Sites Authority's obligation to build and operate the Project, largely at the direction of the Participants. (B&O Recitals D-F).
- Together with the amended JPA and Bylaws, these three documents are the contractual commitments of the parties to the governance of the Project through Phase 3, 4, and 5. These documents specify the representation in decision making that each Storage Partner will have in the implementation of the Project.

What is required for the B&O Contract to take effect?

- For the B&O Contract to take effect, the Sites Authority must receive executed counterparts representing 100% of Base and Downstream Capacity Interests and the Sites Authority must also execute the B&O Contract (B&O 2.1.1).
- As a practical matter, having 100% Capacity Interests under contract will require the Sites Authority to execute the State and Federal Contracts (currently ~25% of Capacity Interest) (B&O Appendix 2).
- The Sites Authority amended JPA and Bylaws must also be executed which involves each of the JPA member agencies obtaining approval from their individual home boards.

What is required for the Project to move into construction?

- The B&O Contract outlines conditions precedent to construction including determination by the Sites Authority that it has secured all necessary approvals and permits and a resolution of the Reservoir Committee recommending commencement of construction (B&O 3.2).

- The adopted overall Project Schedule shows “breaking ground” in 2026 which would involve preparations for heavy construction (e.g. mobilization, securing power/water/sewer at field offices, clearing and grubbing, etc) which are activities envisioned to be allowed to precede prior to adopting the construction Resolution.

How will all of the approvals come together to “seal the deal”?

- A process similar to escrow on a home sale is envisioned due to the number of parties involved and the interdependency of the various documents with each becoming effective only upon the completion of all. Achievement of 100% capacity interest under contract will require as a minimum (note: the sequence of approvals is being evaluated and is not yet represented here):
 - Each Participant executes the B&O Contract, which commits the Participant to being a Reservoir Committee member and to be subject to the amended JPA and Bylaws. (22 Agencies)
 - The Sites Authority adopts the Amended and Restated JPA and the Phase 3,4,5 Bylaws, executes the B&O Contract, executes the Proposition 1 Water Storage Investment Program Contracts and the Reclamation Partnership Agreement. (1 Agency)
 - Each JPA member agency approves the Amended and Restated JPA and the Phase 3,4,5 Bylaws. (9 Agencies)
 - The California Water Commission authorizes final award of Proposition 1 funds and acknowledges the necessary Proposition 1 Water Storage Investment Program Contracts. (1 Agency)
 - The Bureau of Reclamation executes the Reclamation Partnership Agreement. (1 Agency)

What happens if the Project is undersubscribed prior to these final commitments being executed?

- We don’t expect this to happen but it is possible, so it is prudent to plan for just in case. The existing priority system for deciding where to offer contracts for Capacity Interest as described in the Credit Reimbursement Policy needs to be confirmed by the Board. At this juncture, Staff is not aware of any current Participants indicating an intent to drop or reduce their participation. Also, the waiting list has now grown to 15 agencies and approximately 250,000 af of storage space so demand is strong.

- However, last minute changes to participation levels or payment approach would be disruptive and have a schedule impact because all of the finance planning and contract document preparation is occurring around the current participation.

How does this B&O Contract relate to the other agreements and does anyone have express higher priority?

- To ensure that each Storage Partner has the ability to manage their own storage space and prioritize their use of Sites water, the Authority Board adopted the Storage Principles. The Storage Principles identify that all Storage Partners, including the State of California and Reclamation, have discretion over release of water from their Storage Allocation. The Storage Principles also identify a process to work through any release conflicts to meet the water demands of Storage Partners
- Each Storage Partner has rights that are exclusive to them, independent of the other Storage Partners, and within their sole control to the extent another is not impacted (B&O 4.2.3).
- The Sites Authority intends to enter into contracts with the State, and Reclamation that have similar terms and conditions as those that are proposed with Participants. However, there are provisions in the state and federal statutes that will need to be addressed in the state and Reclamation contracts which will make these contracts unique to them. Participants will have the final forms of the State and Reclamation agreements available prior to their considering execution of the B&O Contract.

What document takes precedence in the event of ambiguity?

- B&O 1.1.3 stipulates the following order of precedence depending on the extent of the ambiguity but generally with first being the B&O Contract, then the Bylaws, and finally the JPA Agreement.

Are Participants required to participate in the Sites Authority's Project Financing?

- No. The B&O Contract includes provisions for both Financing Participants (B&O 5.3) and Self-Funding Participants (B&O 5.5). The B&O Contract also allows for use of both approaches.
- It should be noted that the group financing may depend on having a high level of participation in Sites Financing from rated entities. It was acknowledged that there are benefits to this group financing in the Guiding Principles (Guiding Principles 4.2)

Can future projects be completed?

- Yes, other projects within or complementary to the Sites facilities are permitted under the B&O Contract. If the project is considered a capital improvement in order to continue to deliver initial Project functions, Participants may not opt out (B&O 9.2). If the proposed project will deliver new benefits, it can be pursued by a subset of Participants (B&O 9.3).

What happens if a Participant doesn't make a payment?

- B&O 10 describes the default process in detail. A supplement is included as Exhibit 1 to this document.

What happens if there is a dispute about the Sites Contract Document or any other referenced agreement?

- Each of the governance documents covers the dispute resolution process to be followed depending who the dispute is between. There are three scenarios covered in the documents thus far: JPA member has a dispute with another JPA member, the Reservoir Committee has a dispute with the Authority Board, a Participant has a dispute with the Authority Board. Supplements are included as Exhibits 2, 3 and 4 to this document.
- Dispute resolution between the Authority Board and/or State and Federal Storage Partners has not yet been determined but agreement to a similar process as to that described in the supplements will be sought.

Exhibit 1: Sites “Default Waterfall”

The Sites Benefits & Obligations Contract (B&O Contract) addresses potential payment defaults by one or more Participants in Section 10.

In the event a Participant fails to make any payment (i.e. debt service and/or any O&M) in full when such payment is due, Sites will inform the Participant of such failure through a written demand pursuant to Section 10.1.1. of the B&O Contract.

The Participant then has 30 days to remedy that payment default, after which Sites would provide written notice of suspension or termination of one or more of: the Participant’s Capacity Interest, interest in the Participant’s Water and rights to the services provided by Sites (Sections 10.2, 10.3 and 10.4 of the B&O Contract). This termination or suspension will become effective 30 days from the written notice of such termination or suspension.

In any case, the defaulting Participant will still be liable for any payment and the Participant’s share of Project Costs until such obligation is otherwise paid or incurred by another Participant (Section 10.5.6. of the B&O Contract).

Upon a default and termination of the Participant’s Capacity Interest and interest in Participant’s Water under section 10.3 and 10.4 of the B&O Contract, Sites is obligated to use its best efforts to transfer the defaulting Participant’s interests for all or a portion of the remaining contract. First, Sites will work with existing Participants to determine if any Participant wishes to increase its Capacity Interest, right to Sites Water and right to convey water by acquiring some or all of the defaulting Participant’s interest. If there is more Participant interest than available capacity, water etc., the defaulting Capacity Interest and interest in the defaulting Participant’s Water will be allocated pro rata among the interested Participants. Otherwise, the defaulted interests will be allocated pursuant to the Participants’ stated quantities.

Upon assignment of the defaulted interests, the assigned Participants will be obligated to pay some (if the defaulting Participant has made partial payment) or all of the amounts unpaid and will be obligated to pay the acquired Project Costs (in addition to the Participant’s original obligations) for the balance of the contract period assigned (Sections 10.5.1, 10.5.2).

If there is insufficient interest among the existing Participants to acquire all of the defaulting Participant’s Capacity Interest and rights to Participant’s Water, Sites will make those interests available to other parties. The new party or parties will assume the obligations and be entitled to the benefits of the Benefits and Obligations Contract. This transfer will not occur unless Sites has determined

the transfer will not affect the tax-exempt status of any Sites Financing (Sections 10.5.3, 10.5.4) and is subject to the shared decision making of the Reservoir Committee and the Authority Board.

If there is insufficient interest among the existing Participants or any qualified outside entity to acquire all of the defaulting Participant's Capacity Interest and interest in the defaulting Participant's Water, all or the remaining amounts will be assigned to the non-defaulting existing Participant's in proportion to their then existing Capacity Rights and interest in Sites Water. In exchange, each of the existing Participants will receive the benefits and incur the obligations to pay for Project Costs associated with those acquired interests (Section 10.5.5).

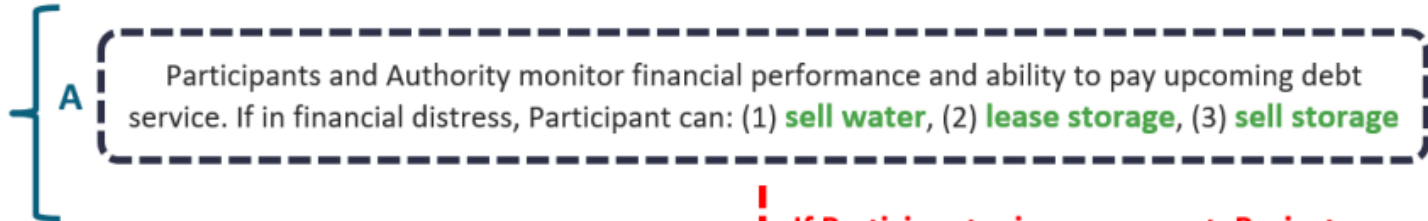
During the pendency of these actions, Sites will utilize amounts in the Liquidity Reserve to make needed payments on an interim basis. The Liquidity Reserve will be replenished to the Liquidity Requirement through payments (if any) from the defaulting Participant(s) and the non-defaulting Participants, who will pay the remaining amounts to meet the Liquidity Requirement in proportion to their Capacity Interest (Master Resolution Section 3.5 and definition of Fixed O&M Costs in the B & O Contract). The Sites Authority would collect such amounts in the next succeeding invoice cycle beginning on January 1.



Project Sufficiency (Default) Waterfall

as presented in the 2021 Draft Plan of Finance / described in Section 10 of the Draft Benefits & Obligations Contract

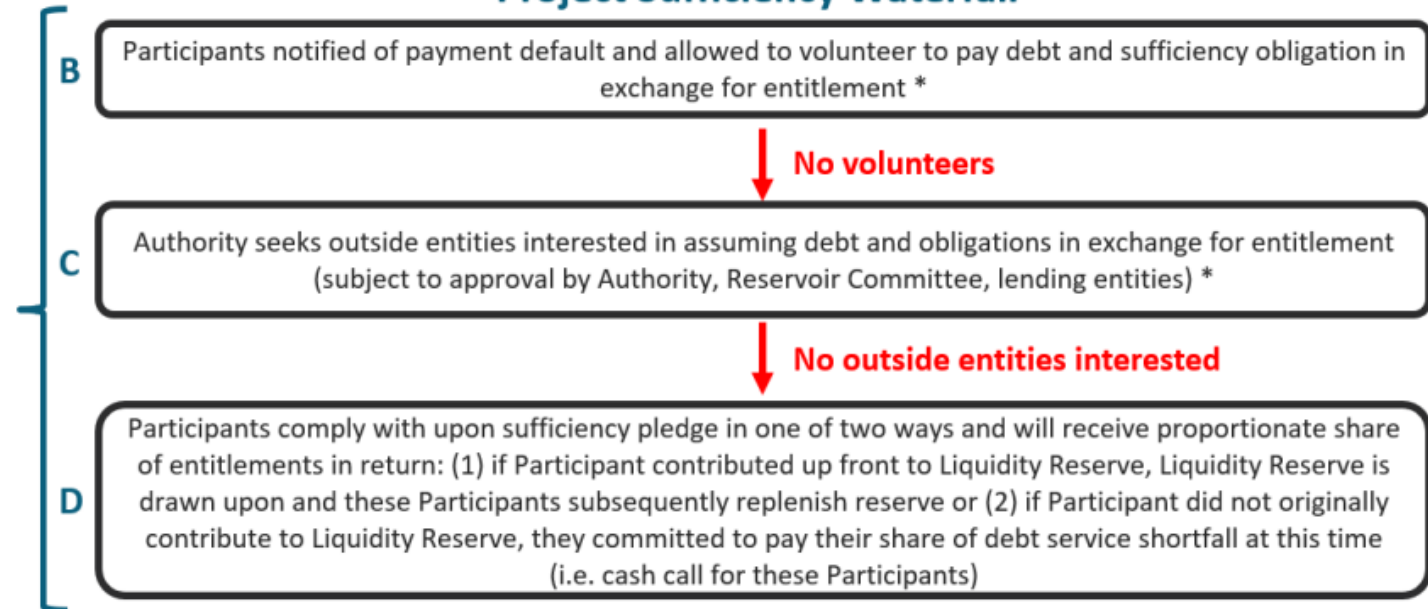
Participant in control of asset/project rights



If Participant misses payment, Project Sufficiency Waterfall goes into effect

Project Sufficiency Waterfall

Authority in control of asset/project rights



* Changes will require lender/rating agency notification and approval

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Eric McDaris

DATE: March 11, 2024

SUBJECT: Discussion of WRMGSA Administration Charge

Consistent with previous direction given by the Board to fund SGMA related costs through a standalone GSA administration charge, staff will present a draft resolution at the May Board meeting, authorizing, and declaring intent to fix the GSA administration charge. The approved resolution will be published once a week for two consecutive weeks in the Bakersfield Californian newspaper to satisfy the noticing statute. At the June Board meeting staff will present a resolution establishing the rate for 2024, concurrent with the annual establishment of the District Special Service Charges. Thereafter, the Board would only need to adopt a new resolution should the administration charge need to be increased, at which time the above process would be repeated with an increased fee schedule.

As reported last month, SGMA related expenses total \$1.9 million for the years 2017-2023. \$1.3 million is solely WRMGSA/SOKR related expenses, with an additional \$230,000 budgeted for 2024. An additional \$900,000 has been budgeted for the years 2025-2028, but it should be noted that all projected costs shown in the attachment are only estimates. There is considerable variability in forecasting SGMA expenses. The WRMGSA plan will require its first update in 2025, and actual costs related to future implementation and administration are unknown. Because there is no need for an election to establish this charge, the Board does have the flexibility to adjust the administration charge annually to better reflect the actual expenses of administering the GSA.

The attached schedule assumes a total expense of \$1.1 million over the next five years, at an average annual cost of \$2.47/acre. Staff recommends that the WRMGSA administration charge include a payback period to recoup the costs that have already been incurred through GSA/GSP development and administration. The below table includes an amortization period of four years, at a cost of \$3.79/acre.

| | 2024 | 2025* | 2026 | 2027 | 2028 |
|------------------------------|------------|------------|------------|------------|------------|
| SGMA Budget: | \$ 230,000 | \$ 300,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 |
| \$/Acre: | \$ 2.52 | \$ 3.28 | \$ 2.19 | \$ 2.19 | \$ 2.19 |
| Amortization of prior costs: | \$ 3.79 | \$ 3.79 | \$ 3.79 | \$ 3.79 | \$ - |
| Total \$/Acre: | \$ 6.30 | \$ 7.07 | \$ 5.97 | \$ 5.97 | \$ 2.19 |

WRM GSA Acres 91,430

Recommendation. None. This memorandum is for discussion only.

Attachments: 2192_001 SGMA Expenses
 Filename: 8.11.b WRMGSA Administrative Service Charge

| Account | Description | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | TOTALS |
|---------------------|----------------------------------|------------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------|---------------------|
| SOKR/KERN: | | | | | | | | | |
| 707-01-00-00 | SOKR/KERN GWA LABOR | | 25,748.76 | 31,729.26 | 7,979.02 | 10,430.54 | 9,672.54 | 11,533.53 | 97,093.65 |
| 707-02-00-00 | SOKR/KERN GWA LABOR (W/O) | | 2,023.81 | 715.79 | | | | | 2,739.60 |
| 707-03-00-00 | SOKR/KERN GWA LABOR (BURDEN) | | | | | | | 5,935.27 | 5,935.27 |
| 707-33-00-00 | SOKR/KERN GWA MAT & SUPPLIES | | | | | | 2,158.34 | | 2,158.34 |
| 707-51-00-00 | SOKR/KERN GWA BY OTHERS | 9,724.20 | | | | | 78,654.32 | 14,230.85 | 102,609.37 |
| 707-52-00-00 | SOKR/KERN GWA PROF SERVICES/SOKR | 29,756.95 | 435,589.77 | 340,904.26 | 5,956.20 | 52,664.47 | 159,499.23 | 149,536.96 | 1,173,907.84 |
| | TOTAL SOKR/KERN: | 39,481.15 | 463,362.34 | 373,349.31 | 13,935.22 | 63,095.01 | 249,984.43 | 181,236.61 | 1,384,444.07 |
| WHITE WOLF: | | | | | | | | | |
| 708-01-00-00 | WHITE WOLF GSA LABOR | | | 89.24 | 3,540.82 | 5,397.64 | 7,983.70 | 5,317.61 | 22,329.01 |
| 708-03-00-00 | WHITE WOLF GSA LABOR (BURDEN) | | | | | | | 2,693.34 | 2,693.34 |
| 708-33-00-00 | WHITE WOLF GSA MAT & SUPPLIES | | | | | | | | - |
| 708-51-00-00 | WHITE WOLF GSA BY OTHERS | | 59,881.00 | 81,379.00 | 28,802.83 | 28,673.34 | 129,592.36 | - | 328,328.53 |
| 708-52-00-00 | WHITE WOLF GSA PROF SERVICES | 3,083.10 | | | | 12,442.17 | 20,763.14 | 124,594.25 | 160,882.66 |
| | TOTAL WHITE WOLF: | 3,083.10 | 59,881.00 | 81,468.24 | 32,343.65 | 46,513.15 | 158,339.20 | 132,605.20 | 514,233.54 |
| WIND WOLVES: | | | | | | | | | |
| | Work Order 19-01-21, 20-01-14 | | | 6,861.00 | | | | | 6,861.00 |
| | TOTAL WIND WOLVES: | - | - | 6,861.00 | - | - | - | - | 6,861.00 |
| | TOTALS (as of 1/31/2024) | 42,564.25 | 523,243.34 | 461,678.55 | 46,278.87 | 109,608.16 | 408,323.63 | 313,841.81 | 1,905,538.61 |

◀ WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT ▶
◀ WHEELER RIDGE - MARICOPA GSA ▶

MEMORANDUM

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: March 11, 2024

SUBJECT: Consider Approval of Letter of Intent to Engage Self-Help Enterprises to Assist with Subbasin Well Mitigation Program

As part of the SGMA process, the Kern Subbasin entities have considered a methodology for addressing impacts to drinking water wells within the subbasin. The State Board has indicated any dewatered drinking water well is too much and therefore the entire Kern Subbasin has indicated its desire to develop a Well Mitigation Policy.

The Well Mitigation Policy that has been proposed is modeled after the successful Joint Operations Committee (of which the District participates as a member of Kern Water Bank and Pioneer Project) that has been operating for a number of years in the Kern Fan area. The Policy considers several factors including well age, contributing impacts from water level declines and typically pays a portion of a claim.

It should be noted that the SOKR GSP did receive a direct comment from DWR requesting additional details and a timeline related to the Well Mitigation Policy referenced in the SOKR GSP that the SOKR GSAs would be considering such in the near future.

The 22 Subbasin parties would engage in basin wide outreach efforts on a 1/22nd share, however, any mitigation payments to domestic wells would come directly from the management area (WRMGSA) or via agreements with other neighboring GSAs. Self Help Enterprises would assist in the outreach as well as act as the clearinghouse when dealing with dewatered wells within a management area. Self Help performs similar services in the Kaweah basin.

The SOKR Executive Committee has recommended the home board GSAs approve the Self Help Letter of Intent.

Recommendation: It is recommended that the WRMGSA Board approve the WRMGSA participation in the Self Help Letter of Intent and execute the various documents, as necessary, subject to final approval of the Engineer-Manager and counsel.

(filename C:\Users\druth\OneDrive - Wheeler Ridge Maricopa Water SD\Documents - WRMWSD Shared\Management\Shared_AA\Board Mailing March 13, 2024\Prep Docs\8.11.c WRMGSA_Memo_2024_Self_Help_Enterprise_LOI (1).wpd)



A Nonprofit Housing and Community Development Organization

1. What is SHE's current role in responding to individual households who rely on private wells and have lost access to water?

SHE provides the following services for domestic well users that have lost access to water:

- Emergency Bottled Water – Upon notice that a domestic well user has lost access to water, SHE distributes 2 weeks' worth of bottled drinking water to the household within 24 hours.
- Well Assessment – SHE staff conducts an on-site assessment which includes review of well reports/documentation, confirming water source, checking for running water/water pressure, assessing well depth and water level, inspecting electrical and above-ground components, inspecting any existing tank systems, identifying locations for new tank system placement, and developing a site map.
- Temporary Tanks and Hauled Water – If necessary, SHE arranges for installation of a tank system and routine delivery of hauled potable water to the site. Repair and maintenance services are provided to the system until removal.
- Ongoing Bottled Water – SHE coordinates deliveries of ongoing bottled drinking water until a long-term solution is in place.
- Long-Term Solutions – SHE finances well repairs, well replacement, and service connections to nearby water systems (whenever feasible) to restore long-term water access to the home.
- Water Quality – SHE staff collect water samples which are analyzed by an accredited laboratory. If contaminants exceed the primary Maximum Contaminant Level, SHE arranges for mitigation through disinfection, Point-of-Entry and/or Point-of-Use treatment. A 3-year maintenance plan for any installed filtration devices is provided, and SHE conducts post-install water analysis to confirm mitigation.
- Long-Term Sustainability – After completion of a permanent solution, households may opt-in for a groundwater level monitoring device. SHE installs and maintains the monitoring device and counsels the household on understanding their water usage and the readings of the device. Education on domestic well stewardship is provided to all recipients of long-term solution funding. Topics include conservation, water quality and risks, well operation and maintenance, and emergency preparedness for future needs.

2. Who funds these activities and how is the relationship structured?

Primarily, through formal funding agreements between SHE and CA State Water Resources Control Board (SWRCB) Division of Financial Assistance, Safe and Affordable Fund for Equity and Resilience (SAFER) funds. Additionally, SHE receives funding and



A Nonprofit Housing and Community Development Organization

donations from other partners, including a modest amount of federal funds from USDA Rural Development that can be used to supplement state resources.

3. What are the eligibility requirements?

a. Emergency Bottled Water Deliveries

- Immediate loss of access to water

b. Tanks and Hauled Water

- i. Proof of ownership for owner-occupied households/ proof of occupancy for tenant-occupied households.
- ii. Documentation of a dry, or failing, water well characterized as less than fifty (50) feet of water remaining. Access Authorization/ Right of Entry is required.
- iii. Income self-certification

| Income Range | | Eligibility Term | Cause of Services |
|--------------------------------|-------------|------------------|-------------------|
| ≤ 150% Statewide Median Income | ≤ \$126,146 | Up to 24 Months* | Dry Well |
| ≥ 150% Statewide Median Income | ≥ \$126,146 | Up to 12 Months | Dry Well |

c. Bottled Water

- i. Proof of ownership for owner-occupied households/ proof of occupancy for tenant-occupied households.
- ii. Documentation of a dry, or failing, water well characterized as less than fifty (50) feet of water remaining OR documentation of a contaminated water well.

Income self-certification

| Income Range | | Eligibility Term | Cause of Services |
|--------------------------------|-------------|----------------------------------|-------------------|
| ≤ 80% Statewide Median Income | ≤ \$67,278 | Until contamination is mitigated | Contamination |
| ≤ 150% Statewide Median Income | ≤ \$126,146 | Up to 24 Months† | Dry Well |
| ≥ 150% Statewide Median Income | ≥ \$126,146 | Up to 12 Months | Dry Well |

d. Water Well Repair, Replacement or Connection

- i. Proof of ownership (tenant-occupants are eligible - owner must apply)
- ii. Verification of dry or failing water supply well
- iii. Income self-certification: eligibility ≤ 80% Statewide MHI, less than 200% of federal poverty level, OR participation in another low-income program
- iv. Access Authorization/ Right of Entry to the property

e. Water Quality

- i. Proof of ownership for owner-occupied households or proof of occupancy for tenant-occupied households.



A Nonprofit Housing and Community Development Organization

- ii. Income self-certification: eligibility \leq 80% Statewide MHI, less than 200% of federal poverty level, OR participation in another low-income program
- iii. Access Authorization/Right of Entry to the property
- f. Ground Water Level Monitoring & Private Well Owners Education Program
 - i. Participants in the Water Well Repair, Replacement, and Connections Program are all eligible

4. What are the current costs for the above Programs?

This depends largely on the level of services provided. The average cost for full water well replacement is approximately \$60,000 (including abandonment of former well). The average cost for a temporary tank and hauled water is \$3,000 per month. Currently, all services described are paid for through state contracts and not borne by owners.

5. How do emergency water activities relate to Sustainable Groundwater Management Act (SGMA) implementation?

Many Groundwater Sustainability Agencies (GSAs) are finalizing or beginning to implement plans to address domestic well failures in their groundwater sub-basins. The overlap of SHE's existing emergency water programs can vary depending upon GSA plans. Currently, SHE provides services to all eligible households within over-drafted sub-basins in its service area, which may fall within or overlap with the boundaries of GSA well mitigation plans.

6. Does SHE play any role with GSPs and SGMA implementation?

SHE's SGMA role is advisory in nature. A separate staff team utilizes Department of Water Resources (DWR) funding to provide input and recommendations on GSA Groundwater Sustainability Plans (GSPs).

SHE works alongside residents in disadvantaged rural communities to foster access to safe, affordable, and reliable drinking water. Given SHE's history of building effective long-term relationships and partnerships with a diverse set of agencies, communities, and organizations, SHE sees its role as limited to comments and recommendations on GSP mitigation efforts, proposed or existing legislation or regulations, and evolving best practices. We believe a genuinely inclusive and equitable process is essential to achieve the goal of sustainable water management practices in the San Joaquin Valley.

In addition, a handful of SHE staff fill roles on various GSA Boards and Advisory Committees, either through their employment with SHE or in a separate capacity.

7. Is SHE associated with advocacy groups who challenge GSA plans or activities?

SHE has a long history of collaboration with a diverse set of stakeholders and agencies, including environmental justice organizations. SHE values and fosters long-term



A Nonprofit Housing and Community Development Organization

relationships with organizations that share our interest in the communities we serve. Although the tactics and methods of other organizations may vary from our approach to the work, we value diversity of opinion and rigorous analysis of issues.

8. Will SHE be available to assist GSAs with implementation of well mitigation activities?

SGMA implementation and its regulatory framework is evolving in real time, and therefore it is premature to determine future roles with any certainty. SHE hopes to continue to provide services to households impacted by groundwater scarcity but has no specific plans beyond its current contract deliverables. There are no prohibitions for SHE to contract with GSAs for services that we are aware of - in fact we contract with numerous public entities around the Valley for a variety of services.

* For households \leq 150% MHI, the 24-month term may be extended with SWRCB approval, if the household has qualified for loan or grant assistance for a long-term solution, and that process is still underway.

† For households \leq 150% MHI, the 24-month term may be extended with SWRCB approval, if the household has qualified for loan or grant assistance for a long-term solution, and that process is still underway.



Self-Help Enterprises

DOMESTIC WELL MITIGATION

Emergency Services

Scope of Work




A circular image showing an outdoor emergency services booth. A blue canopy tent has "Emergency Services" written on it. A person is standing behind a table with a blue cloth that says "SERVICIOS DE EMERGENCIA". There are boxes and a white van in the background.

Outreach & Engagement



A circular image of a large black interim water tank. The tank has "PROPERTY OF HELP HELD ENTERPRISES" and "RSWRCB T12" written on it.

Interim Tanks & Hauled Water



A circular image showing a white plastic jug of Sparkletts bottled water in front of several boxes of Sparkletts.

Interim Bottled Water



A circular image of a water well drilling rig in an open field under a cloudy sky.

Water Well Repair, Replacement, & Connections



A circular image showing a person's hand holding a small clear plastic water sample bottle.

Water Quality Testing and Filtration



A circular image of two people outdoors. One person is wearing a green headscarf and the other is wearing an orange safety vest. They appear to be looking at a clipboard or document.

Education & Resiliency



Kern County Subbasin

Domestic Well Impacts

| GSA | New Wells Constructed | Receiving Interim Services |
|---|-----------------------|----------------------------|
| Kern Groundwater Authority GSA | 0 | 12 |
| Kern River GSA | 3 | 5 |
| Rosedale-Rio Bravo Water Storage District GSA | 3 | 2 |
| Semitropic Water Storage GSA | 1 | 1 |
| Shafter-Wasco Irrigation District GSA | 3 | 5 |
| Southern San Joaquin Municipal Utility District GSA | 2 | 1 |
| Kern Subbasin Total: | 12 | 26 |

Partnership Potential

- Technical Assistance
- Review and Evaluate Claims
- Well Mitigation Program Administration



◀ WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT ▶
◀ WHEELER RIDGE - MARICOPA GSA ▶

MEMORANDUM

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: March 11, 2024

SUBJECT: Intera Proposal for Data Collection and Modeling to Support Subsidence Mitigation Cost Analysis for the Friant Kern Canal

The 22 Kern Subbasin entities, in an effort to address deficiencies identified by DWR and work with the State Water Resource Control Board to avoid a probationary hearing, are currently working collaboratively on a number of items, and have agreed to fund the following activities:

- | | |
|--|-----------------------------|
| 1) GSP revisions with Multiple Consultants | (\$1.3MM or \$59,091 each) |
| 2) 2024 Point of Contact Agreement with Rincon | (\$120,000 or \$5,455 each) |
| 3) 2024 Data Management System (DMS) Task Order with GEI | (\$46,200 or \$2,100 each) |
| 4) 2024 Annual Report Task Order with Todd Groundwater | (\$72,000 or \$3,273 each) |
| 5) 2020-2023 DMS development cost overrun | (\$72,000 or \$3,272 each) |

An additional item has been proposed, a proposal from Intera for Data Collection and Modeling to Support Subsidence Mitigation Cost Analysis for the Friant-Kern Canal (FKC) (attached). This is the result of the Friant Water Authority stating that any continued subsidence without mitigation along the FKC will not be acceptable.

The subbasin entities will be considering this item in March. Some agencies have voiced concerns regarding this item as it has the potential to assign responsibility and the resulting mitigation related to continued subsidence along the FKC within Kern County; and some agencies have also noted that their activities would most likely have little to no impact to the FKC. The WRMGSA could make that argument as well. With that, North Kern WSD and the Shafter-Wasco ID have agreed to take the lead on the contract and arrange cost share agreements among those who wish to participate.

The SOKR Executive Committee has not yet made a recommendation and will address this item at its meeting on March 14. The WRMGSA could consider any of the following options - 1) elect not to participate in the proposal; 2) participate at a 1/22 share, reflecting the WRMGSA's share if all entities were included as a coordinated basin; 3) participate at an up to cost amount; or 4) participate at an equal cost share among willing participants.

Recommendation: It is recommended that the WRMGSA Board approve the WRMGSA share (1/22) of the \$120,000 proposal from Intera for Data Collection and Modeling to Support Subsidence Mitigation Cost Analysis for the Friant-Kern Canal, subject to final approval of the Engineer-Manager and counsel.



Proposal for Additional Data Collection and Modeling to Support Subsidence Mitigation Cost Analysis for the Friant Kern Canal

Additional data-collection, analysis, and modeling is necessary to evaluate future impacts on water levels and subsidence along the Friant Kern Canal (FKC) from groundwater pumping in different GSAs within the Kern Subbasin. This data collection and analysis was not included in the original scope and budget to support GSP revisions, as the previous sustainable management criteria for the FKC had not accounted for conveyance loss from future subsidence. Any unmitigated conveyance loss due to subsidence along the FKC has been deemed an “undesirable result” under SGMA by the Friant Water Authority (FWA). Hence, mitigation alternatives to raise the liner (and associated infrastructure) along the sagging sections of the canal are being evaluated currently. A cost-sharing framework is being developed to fund these future mitigation efforts. The cost-sharing framework will entail attributing costs based on future impacts on water levels and subsidence along sagging sections of the FKC from groundwater pumping in different GSAs. This proposal outlines the approach and cost involved with the data-collection, analysis, and modeling for this effort.

Task 1. Recover and survey elevations at selected benchmarks

Perform GPS RTK survey methods at eight benchmark sites near the FKC to obtain ellipsoid and orthometric elevations processed through NOAA's Online Positioning User Service (OPUS). For benchmarks located in areas where direct GPS observations are not possible, a nearby reference mark will be established, and conventional leveling will be used to determine the elevation of the benchmark.

Estimated Cost: \$12,000

Task 2. Analyze and prepare long-term groundwater level and subsidence time series data and figures

Evaluate water-level data from the current period and historical water-level data near the FKC to provide a time series of data for the 1D model (Task 3) and to determine the pre-consolidation head and current critical head at eight selected locations of geodetic control (benchmarks). A time series of leveling data from benchmarks monumented by the National Geodetic Survey, U.S. Geological Survey, U.S. Bureau of Reclamation, and California Department of Transportation will be constructed from blue-booked leveled elevations and recoveries. Data compiled from the CASGEM, DWR water data library, and USGS will be used near the benchmark sites to construct a time series of water level data at various depth intervals. Approximately 75% of this data has already been collected as part of the development of the subsidence sustainable management criteria (SMCs). The cost below is for *additional* data collection and analysis to support the 1D modeling under Task 3.

Estimated Cost: \$10,000

Task 3. Subsidence analysis using the Stanford 1D model

Use the Stanford 1D model to forecast subsidence through 2040 or other desired planning timeframe to connect water levels and subsidence along the Friant Kern Canal (FKC). The model will be calibrated to the long-term subsidence and groundwater level data from Task 2. Well-log data will be compiled for each of the 8 sites to estimate the number and thickness of clay interbeds.

Estimated Cost: \$35,000

Task 4. Updated model analysis of water level changes by GSA

Use updated IWFM-Kern model (currently being updated by Todd Groundwater to support the GSP revisions) to evaluate change in groundwater levels through 2040 or other desired planning timeframes to simulate future change in water levels under a range of different scenarios with GSAs within the Kern subbasin pumping at different rates to assess impacts on future water levels along the Friant Kern Canal. INTERA will work with Todd Groundwater to perform the water level scenarios. Water level results from the scenarios will be linked to the 1D subsidence model (Task 3) to translate water level impacts to subsidence impacts along the FKC. The 1D subsidence model is necessary since the IWFM-Kern model has not been calibrated to subsidence. This task assumes multiple iterations to support the determination of potential attribution of water level and subsidence impacts along the FKC. Relative contribution to future water level declines and subsidence along the most vulnerable reaches of the FKC would be the basis for the cost-sharing framework between the GSAs determined to be contributing to water level declines and subsidence along the FKC.

Estimated Cost: \$60,000

Task 5. Meetings and Presentations

Results from the evaluation will be presented to the Kern Subbasin subsidence sub-committee, GSA managers, and coordination committee. The analysis will also be presented to the Friant Water Authority to get their buy-in on the approach and results. The analysis will be documented in a technical memorandum that may be used as an attachment to the Kern Subbasin revised GSP to document the FKC mitigation alternative.

Estimated Cost: \$3,000

Total Cost and Schedule

The total cost for the scope above is estimated to be **\$120,000**. Tasks 1-3 can be completed within 3 months of notice to proceed. Task 4 and 5 will require 3 additional months (including the time for presentation at various committee meetings) from receiving revised IWFM-Kern model files from Todd Groundwater. It is anticipated that the IWFM-Kern model will be ready for the modeling analysis by the late summer (August, 2024) timeframe.



KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center

3200 Rio Mirada Drive
Bakersfield, California

Notice of Special Board Meeting

February 22, 2024

Conference Line: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 863-465-805#

<https://global.gotomeeting.com/join/863465805>

AGENDA

- I. Call to Order – 11:00 a.m.
- II. Directors’ Forum
- III. Public Comment
- IV. Report of the General Manager
- V. Report of the General Counsel
 - A. Authorization for Closed Session regarding:
 1. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9, subdivision (a)):
 - a. Applications Filed for Kern River Water
 - b. California Department of Water Resources v. All Persons Interested in the Matter of the Contract Extension Amendments
 - c. North Coast Rivers Alliance, et al. v. California Department of Water Resources (COA CEQA)
 - d. California Department of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds
 - e. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)
 - f. Kern Delta Water District, *et al.* v. Rosedale-Rio Bravo Water Storage District (Onyx CEQA)
 - g. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, *et al.* (Onyx Water Rights)
 - h. California Sportfishing Protection Alliance, *et al.* v. California State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003761 (2021 Order Re Temporary Urgency Change Petition)

- i. California Sportfishing Protection Alliance, *et al.* v. State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)
 - j. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)
 - k. Pacific Coast Federation of Fishermen’s Associations, *et al.* v. Ross,, E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al.* v. Ross, *et al.*, E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)
 - l. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)
 - m. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974
 - n. Long-term State Water Project Operations Cases, Sacramento County Superior Court Case No. JCCP 5117
 - o. Temporary Applications Filed for Kern River Water
 - p. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220
- 2. Conference with Legal Counsel – Initiation of Litigation (Government Code section 54956.9, subdivision (d)(2)):
 - a. Two potential suits
 - 3. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
 - a. Two potential suits
 - 4. Conference with Real Property Negotiator (Government Code section 54956.8):
 - a. Negotiator: Improvement District No. 4 Manager
Property: APN 115-120-04, 115-120-08, 115-120-09 and 116-110-31
Parties: Kern County Water Agency and City of Bakersfield
Under Negotiation: Price and Terms
 - b. Negotiator: Water Resources Manager
Property: State Water Project Water
Parties: California Department of Water Resources and State Water Project Contractors
Under Negotiation: Price & Terms

VI. Review of the Kern County Water Agency General Fund and State Contract Payment Fund Budgets

VII. Adjournment

NOTICE: This meeting is being conducted primarily by telephone conference.

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

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 February 16, 2024.



Stephanie N. Prince, Board Secretary

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



KERN COUNTY WATER AGENCY

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

Notice of BOARD OF DIRECTORS MEETING

February 22, 2024

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

AGENDA

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

- i. California Sportfishing Protection Alliance, *et al.* v. State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)
 - j. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)
 - k. Pacific Coast Federation of Fishermen’s Associations, *et al.* v. Ross,, E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al.* v. Ross, *et al.*, E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)
 - l. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)
 - m. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974
 - n. Long-term State Water Project Operations Cases, Sacramento County Superior Court Case No. JCCP 5117
 - o. Temporary Applications Filed for Kern River Water
 - p. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220
2. Conference with Legal Counsel – Initiation of Litigation (Government Code section 54956.9, subdivision (d)(2)):
 - a. Two potential suits
 3. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
 - a. Two potential suits
 4. Conference with Real Property Negotiator (Government Code section 54956.8):
 - a. Negotiator: Improvement District No. 4 Manager
Property: APN 115-120-04, 115-120-08, 115-120-09 and 116-110-31
Parties: Kern County Water Agency and City of Bakersfield
Under Negotiation: Price and Terms
 - b. Negotiator: Water Resources Manager
Property: State Water Project Water
Parties: California Department of Water Resources and State Water Project Contractors
Under Negotiation: Price & Terms

- III. Directors' Forum
 - A. Report from the State Water Contractors General Manager
- IV. Public Comment

Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.
- V. Minutes of Board Meetings and Committee Meetings –

| | |
|-----------------------|-------------------|
| Regular Board Meeting | January 25, 2024 |
| Special Board Meeting | February 14, 2024 |
- VI. Report of the General Manager
- VII. Advisory Committee Reports
 - A. Cross Valley Canal Advisory Committee
 - B. Improvement District No. 3 Advisory Committee
 - C. Urban Bakersfield Advisory Committee
- VIII. Board Committee Reports

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

 - A. **ADMINISTRATIVE COMMITTEE – Director Cattani, Chair**
 - 1. Report of the Administrative Operations Manager
 - 2. Payment of the Bills
 - 3. Financial Report
 - 4. Authorization to Sell Kern County Water Agency Surplus Equipment
 - B. **POLICY COMMITTEE – Director Milobar, Chair**
 - 1. Update on Delta Conveyance Activities
 - 2. Update on Legislative Activities
 - C. **WATER RESOURCES COMMITTEE – Director Fast, Chair**
 - 1. Report of the Water Resources Manager
 - 2. Report on the State Water Contractors Board Meeting
 - 3. Report on 2024 State Water Project and Central Valley Project Allocations and Operations

4. Water Delivery Operations
 - a. Report on Kern County Water Agency California Aqueduct Deliveries
 - b. Update on Water Transfers, Exchanges and Purchases
5. Authorization to Enter into an Agreement with Tejon-Castac Water District for the Feasibility Analysis of Tejon-Castac Water District California Aqueduct Turnout
6. Report on the Kern River

D. WATER MANAGEMENT COMMITTEE – Director Averett, Chair

1. Report of the Engineering and Groundwater Services Manager
 - a. Update on Groundwater Banking Construction/Maintenance Projects
 - b. Update on Pioneer Project Recharge Facilities – Basin 11
2. Report on 2024 Water Operations
3. Report on Kern Water Bank Activities

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 Execute Change Order No. 3 to Cross Valley Canal Pioneer Inlet Improvements Project – Contract No. KCWA 2022-02
4. Authorization to Execute Amendment No. 2 to the Kern County Water Agency Agreement for Construction Management Services for the Cross Valley Canal Pioneer Inlet Improvements Project – Contract No. KCWA 2022-02

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 2024 Water Supply and Management Plan
3. Authorization to Publish the Notice of Public Hearing for the 2023 Report on Water Conditions Within Improvement District No. 4

4. Report on the Henry C. Garnett Water Purification Plant
 - a. Update on the Henry C. Garnett Water Purification Plant Process Control Improvements and Optimization Study with an Emphasis on Disinfection
 - b. Authorization to Execute a Task Order for the Purchase of Equipment for the Treatment Train B Multimedia Filters Programmable Logic Controller Upgrade Project

IX. Correspondence

X. Brief Report on Potential New Business

XI. Adjournment

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on February 16, 2024.



Stephanie N. Prince, Board Secretary

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

KERN WATER BANK AUTHORITY

Regular Meeting of Board of Directors
Tuesday, March 12, 2024, 3:00 P.M. ⁱ
Kern Water Bank Authority Conference Room
1620 Mill Rock Way, Suite 500, Bakersfield, California

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Kern Water Bank Authority Joint Powers Agreement.

1. Roll Call

2. Approval of Minutes

February 13, 2024, Regular Board of Directors Meeting.

3. Treasurer's Report

Submission of the February 2024 Treasurer's Report for approval.

4. Authorization to Pay Expenses of Authority

Submission of the February 2024 accounts payable for approval to pay.

5. KWBA Use Fees

Consider approval of proposed use fee increase.

6. Reports

A. Staff Report

Review and possibly act on previously submitted Staff Report and staff recommendations regarding:

- (1) Water Bank Operations
- (2) 3rd Party Facilities on Kern Water Bank
- (3) Adjacent Properties
- (4) KWBA HCP/NCCP and Land Management
- (5) Capital Improvements and Funding Status
- (6) Power Update
- (7) Data Management Change
- (8) Banking Update

B. Directors, Counsel, and Committee Reports

The Board of Directors will hear and possibly act on reports and recommendations:

- (1) Kern Fan Monitoring Committee
- (2) Kern Groundwater Authority
- (3) Engineering Committee

7. Old Business

This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

8. New Business

This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public, matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

9. 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, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

10. Closed Session

The Board will meet in a closed session and possibly act on the following:

- A) Conference with Legal Counsel - Pending Litigation (Gov't. Code section 54956.9(d)(1)).
 - 1) Various Applications to appropriate Kern River water, complaint, and related proceedings before the State Water Resources Control Board.
 - 2) KWBA v. Kern LAFCo (Kern County Sup. Ct., Case No. BCV-21-101310-GP, Fifth Appellate Dist., Case No. F085669).
- B) Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to Gov't. Code section 54956.9(d)(4). Two potential litigations.
- C) Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to Gov't Code section 54956.9(d)(2). Two potential litigations.
- D) Conference with Real Property Negotiator – Gov't. Code section 54956.8.

KWBA Representative: General Manager
Under Negotiation: Price and Terms of Payment
Negotiating Parties: Kern County Water Agency (KCWA) and KWBA
Property: Basin 11 and KCWA Pioneer Project Easement and Joint Use Agreement

E) Conference with Real Property Negotiator – Gov’t. Code section 54956.8.

KWBA Representative: Assistant General Manager
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Chevron
Properties: APN #'s 160-060-22, 160-060-23, and 160-060-24

F) Public Employment – Gov’t Code section 54957
Personnel: General Manager; Assistant General Manager; Facilities and Operations
Manager.

G) Consider recommendations and meet with designated representative regarding staff
positions, evaluation of employee performance, compensation, and benefits (Govt.
Code §§ 54957, 54957.6(a)).

11. Reconvene and Report from Closed Session (Gov’t. Code section 54957.1)

12. Adjourn

ⁱ 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.

KERN WATER BANK AUTHORITY

MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: March 11, 2024

Subject: Monthly Status Report

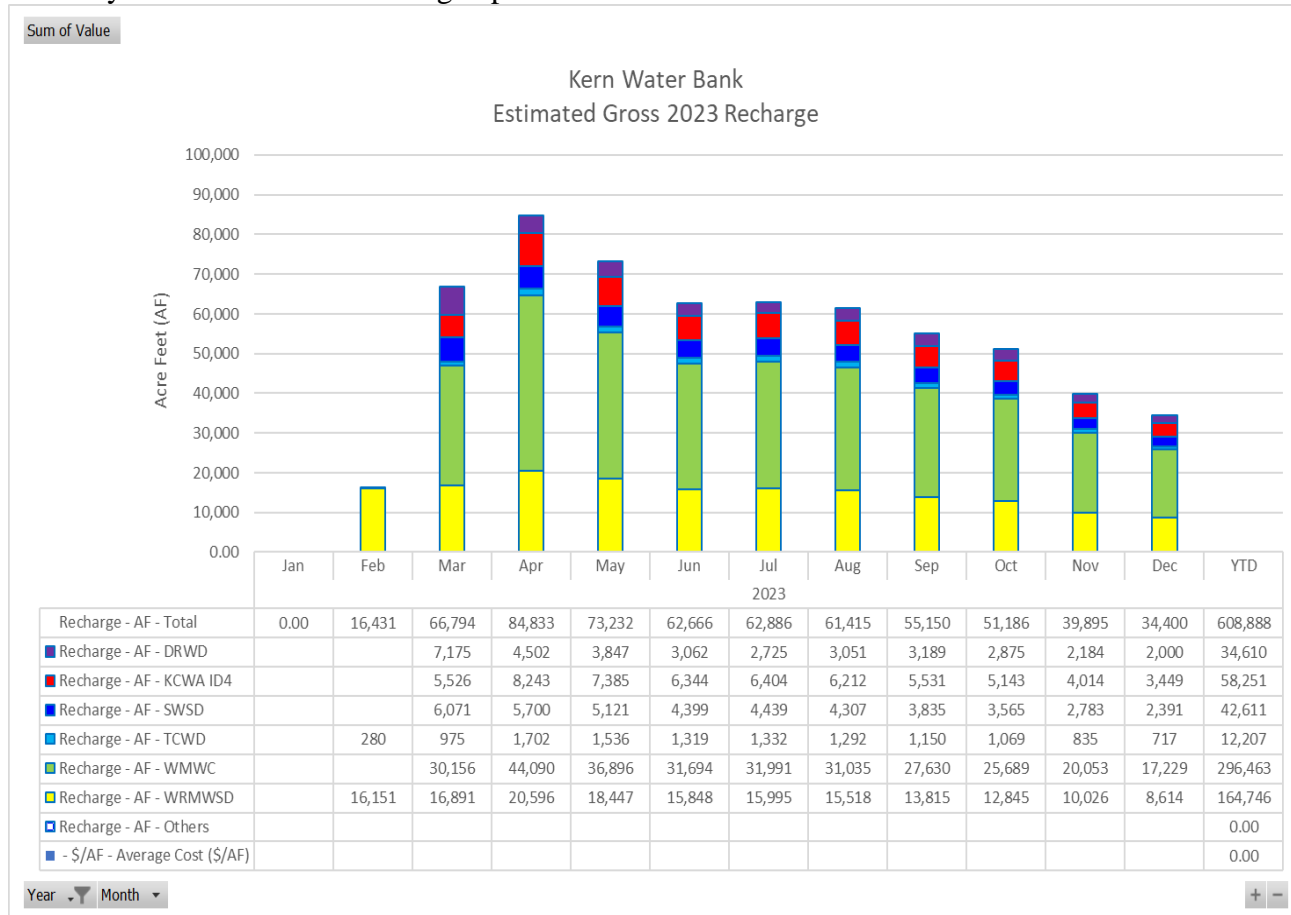
CALENDAR

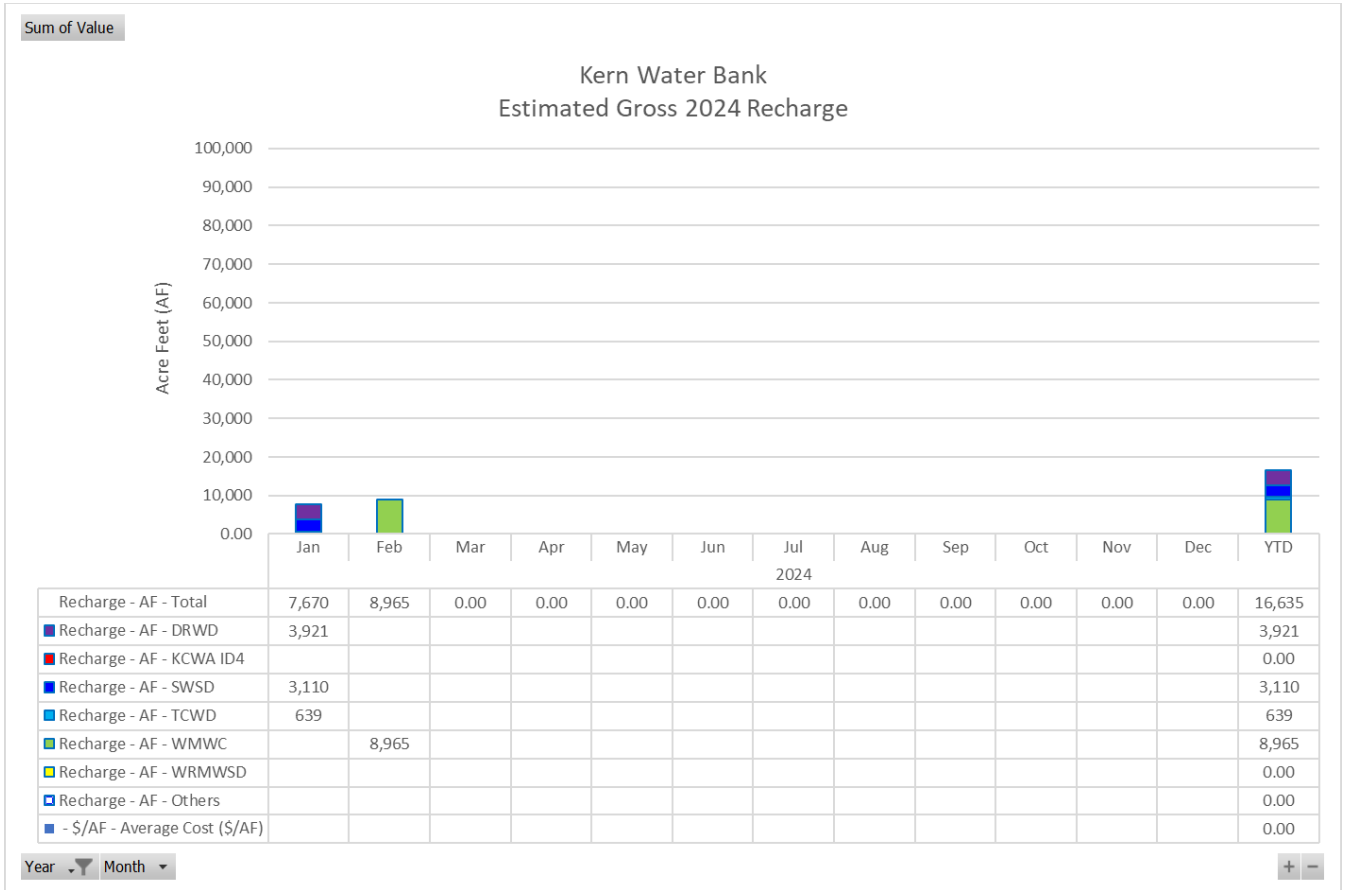
- March 12 - KWBA Regular Board of Directors Meeting (3:00 P.M.)
- April 9 - KWBA Regular Board of Directors Meeting (3:00 P.M.)

OPERATIONS

Recharge

Recharge activities commenced on February 2, 2023, and ceased on February 27, 2024. Estimated January and February 2024 gross recharge is approximately 7,600 and 9,000 acre-feet respectively, for an estimated gross recharge of 625,500 acre-feet to date as of February 2023. No current recharge operations.





Recovery

Farm Pump is currently servicing all electrical panels on the recovery wells. No current recovery operations.

FACILITIES

Facilities Maintenance

Routine maintenance continues on roads, water delivery structures, pumping stations, and canals. Gillex will continue to do temporary repairs on several roads, ponds, and other areas due to seepage from recharge basins. DWR is currently working on replacing the wiring and calibrating the meter at the KWB Intake. WM Lyles is also working on minor repairs on the KWB Intake and KWB staff is working on painting the 42” headgate at the downstream end of the KWB Intake that supplies water to BVWSD into the Outlet Canal. All this work should be completed no later than March 15, 2024.

Vegetation Management and Grazing

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas on the Kern Water Bank.

THIRD PARTIES

No Report.

ENVIRONMENTAL – GENERAL AND HCP ISSUES

Conservation Bank

Eighteen Conservation Bank Credits were purchased in 2023.

CONSTRUCTION

Capitalized Maintenance Program

Turnout replacements are currently on hold due to recharge activities.

Replacement Wells

Well 30S/26E-7N01- The well is being replaced by well 30S/26E-07N02, which has been drilled, cased, swabbed and developed. Underground electrical, well pad foundation, and perimeter flatwork are complete. Discharge pipe will be completed when recharge activities cease. Well enclosure and other miscellaneous items are pending.

Standby Wells

Wells 30S/25E-09D01, 20D01, 12J01, and 3L02 have been drilled, cased, swabbed, developed, and all well pad foundations have been poured. BWP has installed all the casing, tube, shaft, pumps, motors and electrical panels. BWP has installed underground electrical conduit and poured the perimeter foundation at all wells. Well discharge construction on Well 20D01 is complete and 12J01 will be completed when recharge activities cease. Well enclosure and other miscellaneous items are pending.

Well Rehabilitation and Repairs

There are currently no wells under rehabilitation or repair.

Capital Improvements/Repairs and Replacement

Basin 11

Turnouts are complete and (4) have been delivered to the job site. Pipes and gates have been delivered to Nicholas Construction's yard. Construction is currently on hold until recharge operations and legal agreements are complete.

Strand Siphon Replacement

The Strand Siphons are not currently in use but are operational. Replacement facilities using a turnout onto Strand Ranch have been designed. Currently waiting for Irvine's review of encroachment and joint-use agreements. Construction will be delayed until recharge operations are complete.

Enos Lane Culvert

Meyer Engineering has started detailed design and Caltrans permit work to proceed with the Enos Lane Culvert expansion.

ADMINISTRATIVE

Power Update

The NEM2a application is being reviewed by PG&E.

Data Management Change

Electrical Automation has started the process of data collection and partial automation on a single well. Electrical Automation suggested a change in the radio system to be utilized for connecting the wells to the database. After meeting supplier Branif and evaluating the cost and benefits of the change, staff decided to make the change. The unit cost will be slightly higher but connectivity and capacity will be significantly better. The unit cost will still be within the approved budget.

Banking

The KWBA earned a total of \$48K in interest on the cash float invested in the US Bank investment and sweep accounts for the month of January.

Retirement Plans

Staff is moving forward with the evaluation of the two options for the replacement retirement plan and will present the two options to KWBA employees for their input.

Kern Water Bank Groundwater Sustainability Agency

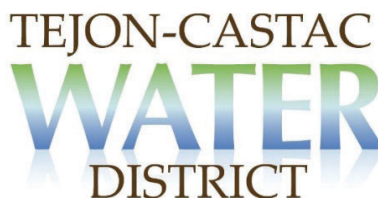
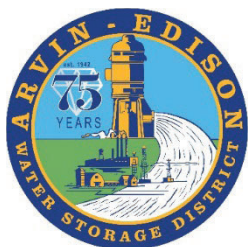


**Regular Meeting of Board of Directors
Tuesday, March 12, 2024, 4:15 P.M.
Kern Water Bank Authority Conference Room¹
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code.

- 1. Roll Call**
- 2. Approval of Minutes**
February 13, 2024, Board of Directors Meeting.
- 3. Acknowledge Receipt of Documentation Appointing Directors**
- 4. Appointment of Treasurer**
- 5. Intera Subsidence Study Proposal**
- 6. Consider Approval of Conflict of Interest Code and Commencement of 45-day Written Comment Period**
- 7. Reports**
 - a. GSA Status
 - b. Joint Powers Agreement Administration
 - c. Bank Account *Resolution Required*
 - d. Insurance
 - e. SGMA Compliance Activities
 - f. Other
- 8. New Business**
- 9. Public Comment**
- 10. Closed Session Item Descriptions (Gov. Code, § 54956.8):**
 - a. Conference with Legal Counsel
 1. Anticipated Litigation
 - i. Gov. Code § 54956.9(d)(2): One Item
- 11. Reconvene and Report from Closed Session (Gov't. Code section 54957.1)**
- 12. Adjourn**

¹ 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.



South of Kern River Executive Committee Regular Meeting

Tuesday, February 20, 2024

10:00 a.m. to 12:00 p.m.

Meeting Information Posted:

www.sokrgsp.com

<http://www.aewsd.org> * <http://www.wrmwsd.com>

<http://www.tejoncastacwd.com> * <https://www.arvincsd.com>

In Person: Arvin-Edison Water Storage District Headquarters
20401 E. Bear Mountain Blvd. Arvin, CA 93203

Via Remote (**Microsoft Teams**): <https://www.microsoft.com/microsoft-teams/join-a-meeting>

Click here to join the meeting

Meeting Number: **289 619 843 830**

Meeting Password: **ko5K35**

Phone: **1.213.437.9052**

Phone Meeting Number (access code): **276 512 496#**

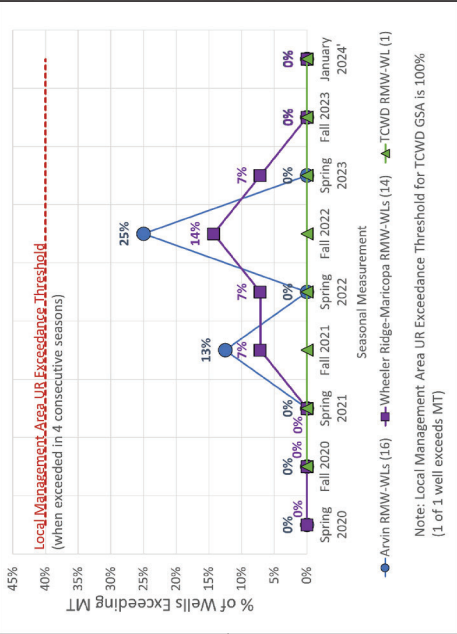
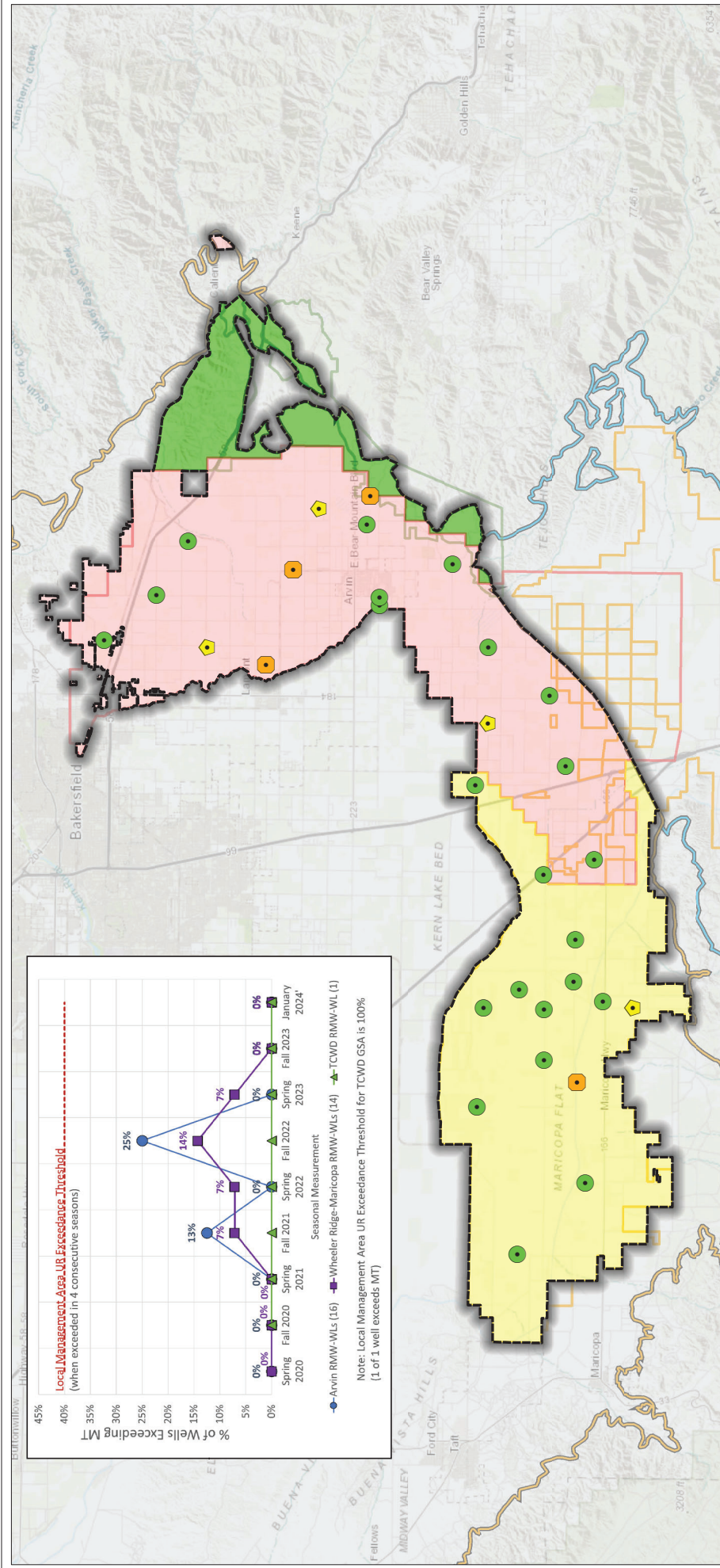
NOTICE: Members of the public interested in participating by teleconference may do so using the call-in information above or by following [this link](#). Please note that this teleconference option is provided as a courtesy and at the participant's own risk. The Committee cannot guarantee that there will be no loss of connectivity or other technological obstacle to full participation through teleconferencing. By participating in this way, participants confirm that they understand this risk and that the Committee is not obliged to delay any portion of the meeting due to such technological obstacles and thus that teleconference participants may be unable to participate.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF THE AGENDA
5. APPROVAL OF JANUARY 16, 2024 MEETING MINUTES
6. PUBLIC COMMENT
7. REPORT ITEMS
 - a. GSP Manager Report (*Muhar*)
 - i. Basin Coordination
 - b. Technical Consultant Report (*EKI*)
 - i. Technical Working Group (TWG) Update
 - ii. Report on January 24, 2024 technical meeting with State Water Resources Control Board (SWRCB) Staff
 - iii. GSP Revision Schedule

- iv. SGMA Monitoring Network performance and sustainable management criteria (SMC) compliance
 - c. Finance Report (*Nicholas*)
 - d. California Aqueduct Subsidence Program (CASP) update (*Nicholas*)
 - e. Management Area updates (*Muhar, Nicholas, Martin, Barraza*)
- 8. ACTION ITEM(S)
 - a. Consider recommendation for South of Kern River GSAs to join Letter of Intent to engage Self-Help Enterprises to assist with Subbasin Well Mitigation Program (*Muhar*)
- 9. CLOSED SESSION
 - a. Potential Litigation (Government Code §54956.9(d)(2), (e)(1); 1 item).
- 10. ADJOURNMENT

**Kern Subbasin
GSP Chapters Review Schedule**

| Chapters/Sections | Draft to TWG | END TWG Review | Draft to Subbasin | END Subbasin Review |
|---|---------------------|-----------------------|--------------------------|----------------------------|
| ¹ Chapters 1 - 4: Purpose, Sustainability Goal, Agency Information, GSP Organization | 12/04/23 | 03/16/24 | 12/18/23 | 03/16/24 |
| ¹ Chapter 5: Plan Area, Introduce Organizing Themes, Land Use Elements, Communications | 02/14/24 | 02/21/24 | 02/26/24 | 03/29/24 |
| Chapters 6 and 7: Basin Setting and Hydrogeological Conceptual Model | 02/02/24 | 02/16/24 | 02/26/24 | 03/16/24 |
| Chapter 9: Water Budget - note review dates align with PMA's | 03/13/24 | 03/20/24 | 03/25/24 | 03/29/24 |
| Chapter 8, 10: Management Areas | 02/19/24 | 02/26/24 | 03/04/24 | 03/13/24 |
| *Chapters 11 - 15: SMCs | 02/26/24 | 03/06/24 | 03/13/24 | 03/22/24 |
| *Chapter 16: Monitoring Network | 03/06/24 | 03/13/24 | 03/20/24 | 03/25/24 |
| *Chapter 17: PMAs | 03/13/24 | 03/20/24 | 03/25/24 | 03/29/24 |
| Chapter 18: Plan Implementation | 03/20/24 | 03/25/24 | 03/27/24 | 04/03/24 |
| Executive Summary, revisit Chapters 1-3, 5 | --- | --- | 04/29/24 | 05/03/24 |
| Final Draft | | 05/03/24 | | 05/10/24 |
| Release Public Draft, Submit to State Board and DWR | | | | |
| Wednesday, May 15, 2024 | | | | |



Legend

- Water Level above MT (11 or 68%)
- Water Level between MO and MT but closer to MO (3 or 19%)
- Water Level between MO and MT but closer to MT (2 or 13%)
- South of Kern River Plan Area
- Arvin GSA
- Wheeler Ridge-Maricopa GSA
- Tejon-Castac Water District GSA
- WRMWS District
- AEWSD Service Area
- TCWD Service Area
- Groundwater Subbasin
- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

Representative Monitoring Well and Status as of January 2024

- Water Level above MT (11 or 68%)
- Water Level between MO and MT but closer to MO (3 or 19%)
- Water Level between MO and MT but closer to MT (2 or 13%)
- South of Kern River Plan Area
- Arvin GSA
- Wheeler Ridge-Maricopa GSA
- Tejon-Castac Water District GSA
- WRMWS District
- AEWSD Service Area
- TCWD Service Area
- Groundwater Subbasin
- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

Abbreviations

- AEWSD = Arvin-Edison Water Storage District
- DWR = California Department of Water Resources
- GSA = Groundwater Sustainability Agency
- MO = Measurable Objective
- MT = Minimum Threshold
- RWW = Representative Monitoring Well
- SGMA = Sustainable Groundwater Management Act
- SMC = Sustainable Management Criteria
- TCWD = Tejon-Castac Water District
- UR = Undesirable Result
- WRMWS District = Wheeler Ridge-Maricopa Water Storage District

Sources

- Basemap is ESRI's ArcGIS Online world topographic map, obtained 7 February 2024.
- GSA boundaries obtained from SGMA GSA Map Viewer portal, accessed 6 May 2022.
- DWR groundwater basins are based on the boundaries defined in California's Groundwater Bulletin 118 - 2019 Update.

Notes

- All locations are approximate.
- Undesirable Results are deemed to occur if groundwater levels in 40% or more RWMs are below their respective MT for four consecutive biannual measurements (Spring and Fall) in any management area.

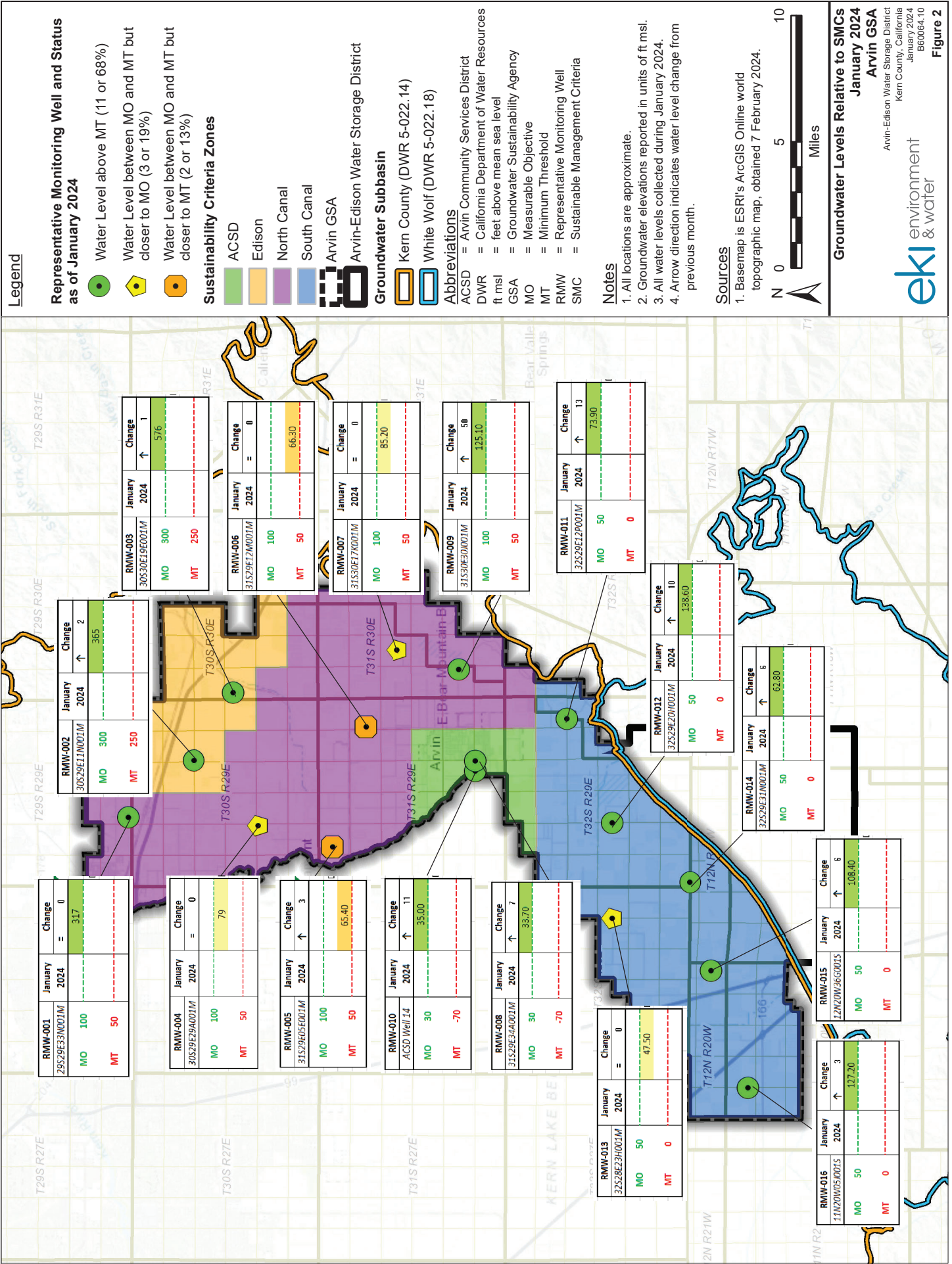
January 2024 Water Levels Relative to SMCs

South of Kern River GSP
Kern County, CA
January 2024
C20055.00

eki environment & water

Figure 1

INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY



Legend

Representative Monitoring Well and Status as of January 2024

- Water Level above MT (11 or 68%)
- ⬠ Water Level between MO and MT but closer to MO (3 or 19%)
- ⬠ Water Level between MO and MT but closer to MT (2 or 13%)

Sustainability Criteria Zones

- ACSD
- Edison
- North Canal
- South Canal
- Arvin GSA
- Arvin-Edison Water Storage District

Groundwater Subbasin

- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

Abbreviations

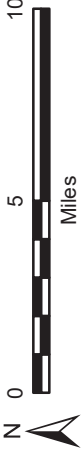
- ACSD = Arvin Community Services District
- DWR = California Department of Water Resources
- ft msl = feet above mean sea level
- GSA = Groundwater Sustainability Agency
- MO = Measurable Objective
- MT = Minimum Threshold
- RMW = Representative Monitoring Well
- SMC = Sustainable Management Criteria

Notes

1. All locations are approximate.
2. Groundwater elevations reported in units of ft msl.
3. All water levels collected during January 2024.
4. Arrow direction indicates water level change from previous month.

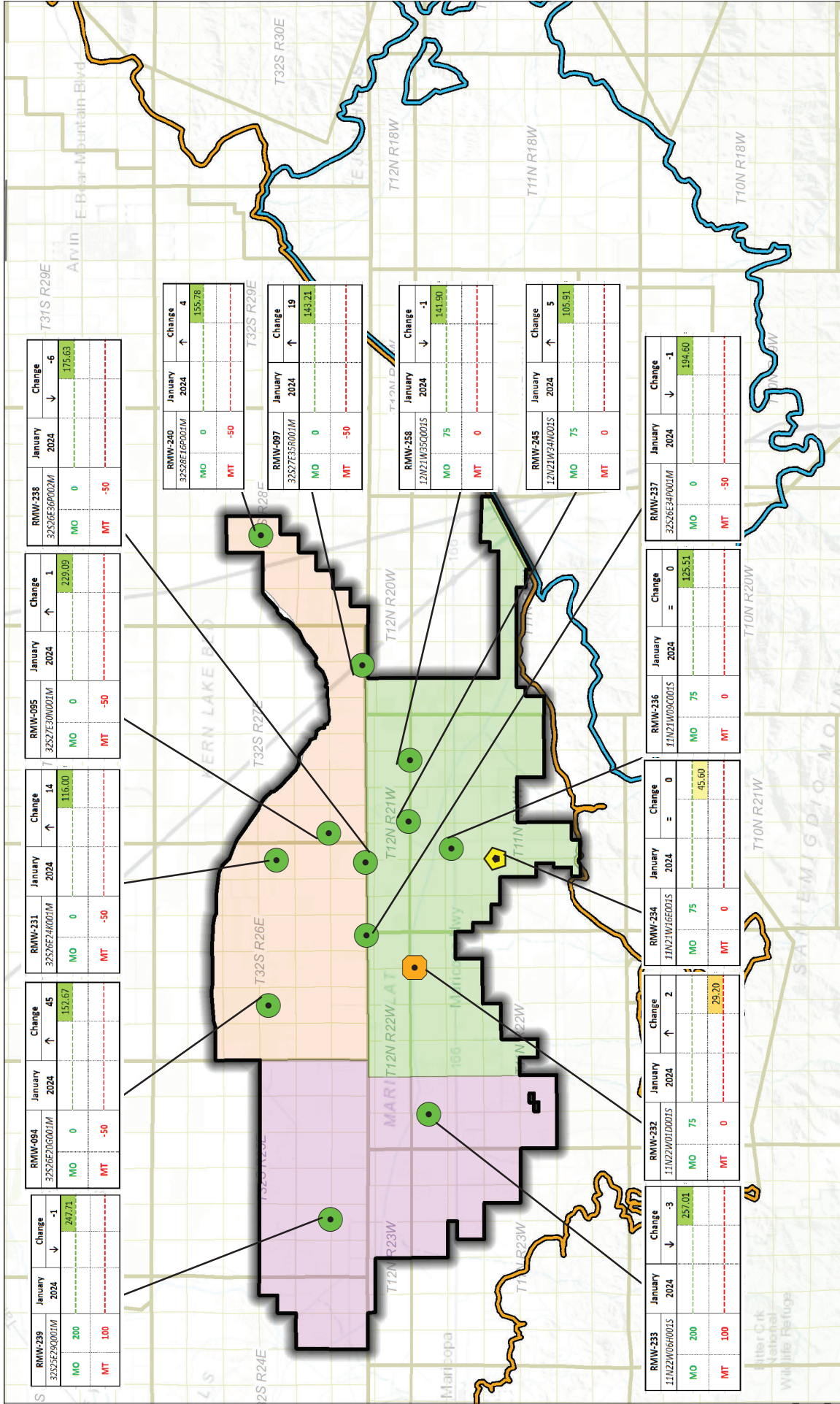
Sources

1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 7 February 2024.



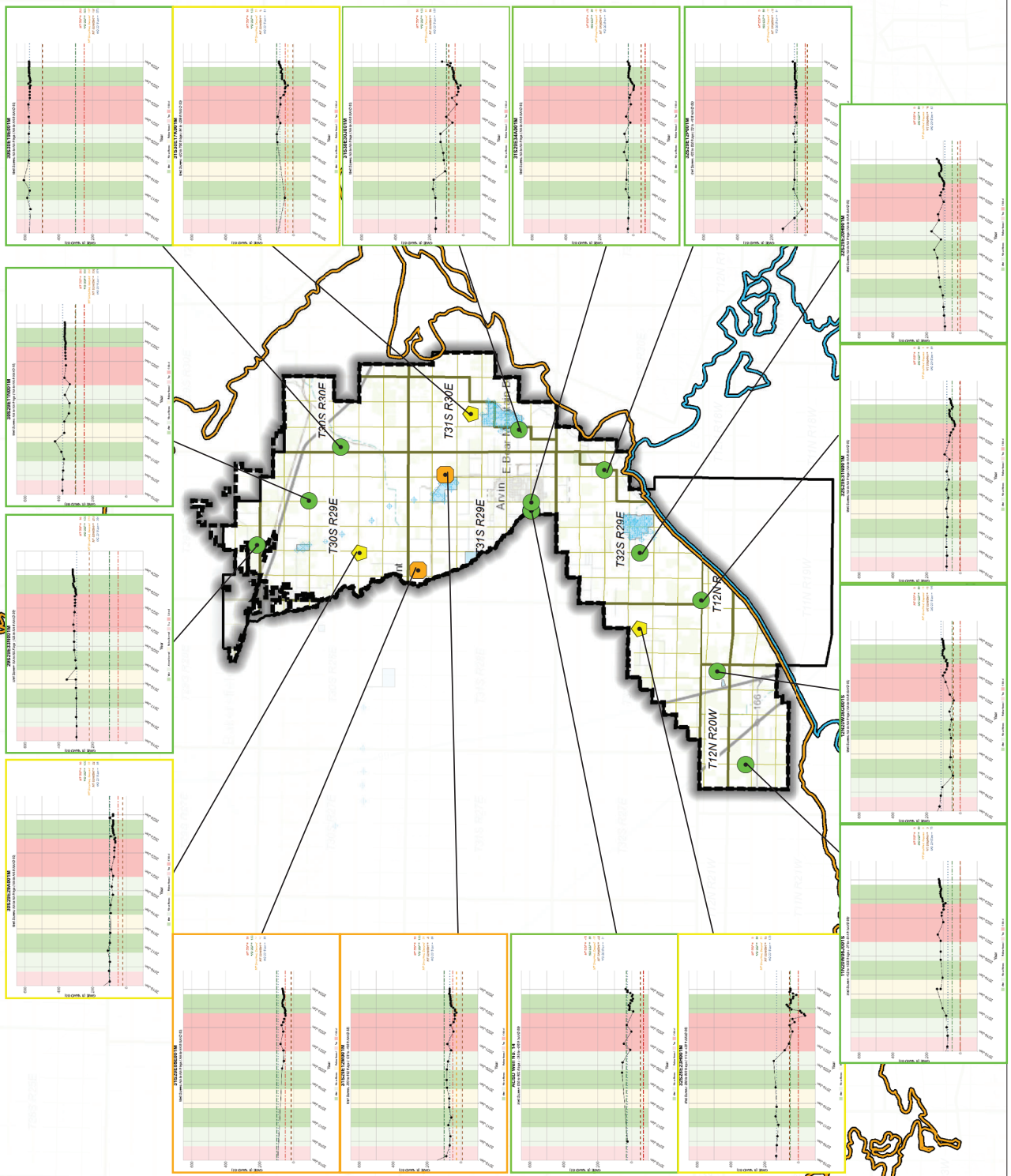
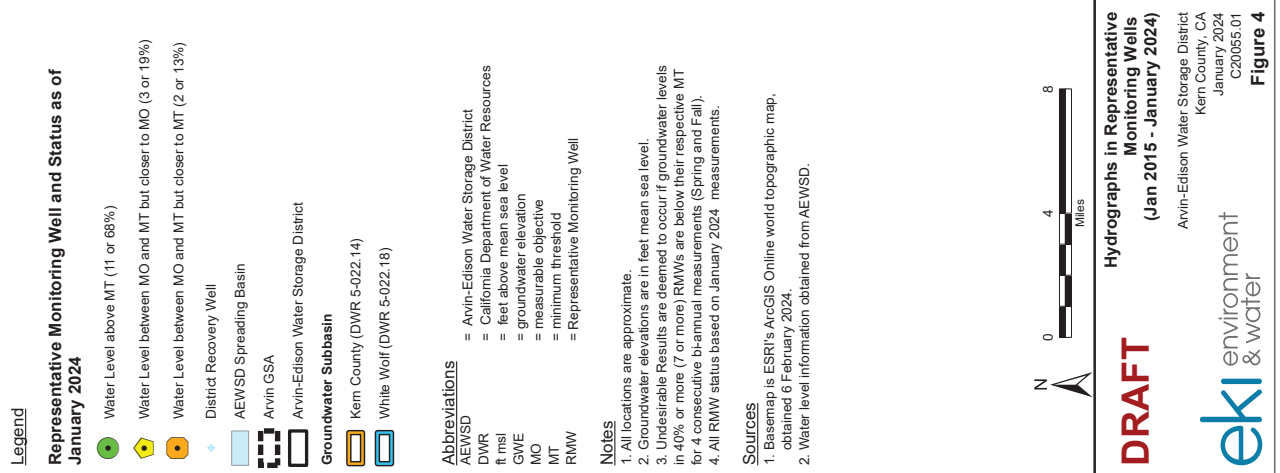
Groundwater Levels Relative to SMCs
January 2024
Arvin GSA
 Arvin-Edison Water Storage District
 Kern County, California
 January 2024
 B60064.10

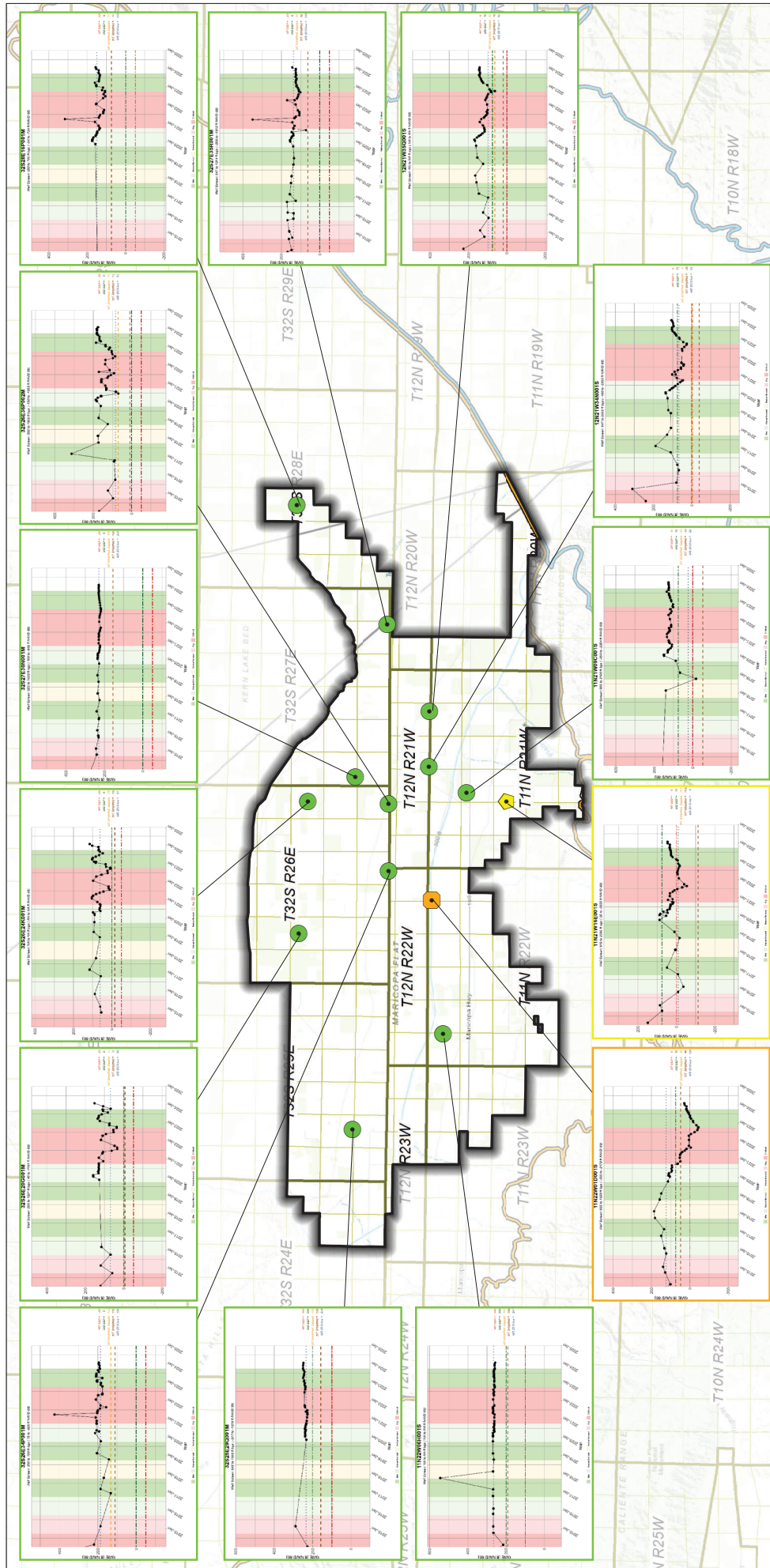
Figure 2



138

Figure 3





Legend

- Water Level Above MO (12 or 66%)
- Water Level Between MO and MT but closer to MT (1 or 7%)
- Water Level Between MO and MT but closer to MO (1 or 7%)
- Wheeler Ridge-Maricopa GSA
- Groundwater Subbasin
- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

Notes

- All locations are approximate.
- Groundwater elevations are in feet mean sea level.
- Undesirable Results are deemed to occur if groundwater levels in 40% or more (5 or more) RMWs are below their respective MT for 4 consecutive bi-annual measurements (Spring and Fall).
- All RMW status based on January 2024 measurements.

Abbreviations

- DWR = California Department of Water Resources
- ft msl = feet above mean sea level
- GSA = Groundwater Sustainability Agency
- MO = Measurable Objective
- MT = Minimum Threshold
- RMW = Representative Monitoring Well
- WRMWS = Wheeler Ridge-Maricopa Water Storage District

Hydrographs in Representative Monitoring Wells (January 2015 - January 2024)

Wheeler Ridge-Maricopa Water Storage District
Kern County, CA
January 2024
B70103.01

Scale in Miles: 0, 3, 6

Sources

- Basemap is ESRI's ArcGIS Online world topographic map, obtained 6 February, 2024.
- Groundwater elevation data provided by WRMWS.

Figure 5

INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY

South of Kern River GSA

ACCOUNTS PAYABLE - Shared Expenses

| Vendor | Invoice # | Description | Dates | Amount | WRM | Tejon | Arvin |
|---------------------------------------|--------------|---|-------------------------|------------|-----------|-----------|-----------|
| EKI Environment & Water | C20055.00-01 | SOKR GSP Development | 4/17/2022 - 5/27/2022 | 77,890.34 | 25,963.44 | 25,963.45 | 25,963.45 |
| EKI Environment & Water | C20055.00-02 | SOKR GSP Development | 5/28/2022 - 6/24/2022 | 49,869.56 | 16,623.18 | 16,623.19 | 16,623.19 |
| Kern Groundwater Authority (GEI work) | KG202347 | KGS GSP to remove SOKR GSAs | 5/28/2022 - 6/24/2022 | 2,988.63 | 996.21 | 996.21 | 996.21 |
| Kern Groundwater Authority (GEI work) | KG202347 | KGS GSP to remove SOKR GSAs | 6/25/2022 - 7/29/2022 | 1,208.83 | 402.95 | 402.94 | 402.94 |
| EKI Environment & Water | C20055.00-03 | SOKR GSP Development | 6/25/2022 - 7/22/2022 | 28,090.66 | 9,363.56 | 9,363.55 | 9,363.55 |
| GEI Consultants Inc. | 3113531 | KGS GSP to remove SOKR GSAs | 5/28/2022 - 6/24/2022 | 2,988.63 | 996.21 | 996.21 | 996.21 |
| EKI Environment & Water | C20055.00-04 | SOKR GSP Development | 7/23/2022 - 8/19/2022 | 3,826.68 | 1,275.56 | 1,275.56 | 1,275.56 |
| EKI Environment & Water | C20055.00-05 | SOKR GSP Development | 8/20/2022 - 9/7/2022 | 3,320.46 | 1,106.82 | 1,106.82 | 1,106.82 |
| EKI Environment & Water | C20055.01-01 | SOKR GSP Implementation/Proj.Mgmt. | 9/8/2022 - 9/30/2022 | 1,827.28 | 609.10 | 609.09 | 609.09 |
| EKI Environment & Water | C20055.01-02 | SOKR GSP Implementation/Proj.Mgmt. | 10/1/2022 - 10/28/2022 | 6,092.32 | 2,030.77 | 2,030.77 | 2,030.78 |
| Go Daddy / Visa payment | 2311999268 | 2 year website (sokrgsp.com) | 9/13/22 - 9/13/24 | 443.18 | 147.73 | 147.73 | 147.72 |
| EKI Environment & Water | C20055.01-03 | SOKR GSP Implementation/Proj.Mgmt. | 10/29/2022 - 11/25/2022 | 4,974.32 | 1,658.11 | 1,658.11 | 1,658.10 |
| EKI Environment & Water | C20055.01-04 | SOKR GSP Implementation/Proj.Mgmt. | 11/26/2022 - 12/31/2022 | 8,378.50 | 2,792.83 | 2,792.83 | 2,792.84 |
| EKI Environment & Water | C20055.01-05 | SOKR GSP Implementation/Proj.Mgmt. | 1/1/2023 - 1/31/2023 | 4,076.54 | 1,358.85 | 1,358.85 | 1,358.84 |
| EKI Environment & Water | C20055.02-01 | SOKR GSP Implementation/Proj.Mgmt. | 2/1/2023 - 2/28/2023 | 2,200.64 | 733.54 | 733.55 | 733.55 |
| EKI Environment & Water | C20055.02-02 | SOKR GSP Implementation/Proj.Mgmt. | 3/1/2023 - 3/31/2023 | 13,351.26 | 4,450.42 | 4,450.42 | 4,450.42 |
| EKI Environment & Water | C20055.02-03 | SOKR GSP Implementation/Proj.Mgmt. | 4/1/2023 - 4/30/2023 | 24,656.32 | 8,218.78 | 8,218.77 | 8,218.77 |
| SGMA Coordination Committee | Fund Req. #1 | Initial Funding Request (6 GSAs) | 4/28/2023 | 5,000.00 | 1,666.67 | 1,666.66 | 1,666.67 |
| EKI Environment & Water | C20055.02-04 | SOKR GSP Implementation/Proj.Mgmt. | 5/1/2023 - 5/31/2023 | 30,590.56 | 10,196.86 | 10,196.85 | 10,196.85 |
| EKI Environment & Water | C20055.02-05 | SOKR GSP Implementation/Proj.Mgmt. | 6/1/2023 - 6/30/2023 | 8,882.38 | 2,960.80 | 2,960.79 | 2,960.79 |
| EKI Environment & Water | C20055.02-06 | SOKR GSP Implementation/Proj.Mgmt. | 7/1/2023 - 7/31/2023 | 4,676.88 | 1,558.96 | 1,558.96 | 1,558.96 |
| EKI Environment & Water | C20055.03-01 | SOKR GSP Response to Deficiencies | 6/1/2023 - 6/30/2023 | 27,943.24 | 9,314.42 | 9,314.41 | 9,314.41 |
| EKI Environment & Water | C20055.03-02 | SOKR GSP Response to Deficiencies | 7/1/2023 - 7/31/2023 | 31,732.48 | 10,577.50 | 10,577.49 | 10,577.49 |
| SGMA Coordination Committee | Fund Req. #2 | 2nd Funding Request (6 GSAs) | 7/31/2023 | 4,666.67 | 1,555.55 | 1,555.56 | 1,555.56 |
| GEI Consultants Inc. | 3113531 | Refund of Duplicate Payment | 5/28/2022 - 6/24/2022 | (2,988.63) | (996.21) | (996.21) | (996.21) |
| SGMA Coordination Committee | Fund Req. #3 | 3rd Funding Request (8 GSAs) revised | 9/13/2023 | 4,786.41 | 1,595.47 | 1,595.47 | 1,595.47 |
| EKI Environment & Water | C20055.02-07 | SOKR GSP Implementation/Proj.Mgmt. | 8/1/2023 - 8/31/2023 | 12,315.68 | 4,105.23 | 4,105.23 | 4,105.22 |
| Go Daddy / Visa payment | 2721316350 | 1 year email renewal (info@sokrgsp.com) | 2023 - 2024 | 71.88 | 23.96 | 23.96 | 23.96 |
| EKI Environment & Water | C20055.02-08 | SOKR GSP Implementation/Proj.Mgmt. | 9/1/2023 - 9/30/2023 | 10,407.28 | 3,469.10 | 3,469.09 | 3,469.09 |
| EKI Environment & Water | C20055.03-03 | SOKR GSP Response to Deficiencies | 8/1/2023 - 8/31/2023 | 16,028.22 | 5,342.74 | 5,342.74 | 5,342.74 |
| EKI Environment & Water | C20055.03-04 | SOKR GSP Response to Deficiencies | 9/1/2023 - 9/30/2023 | 20,926.10 | 6,975.36 | 6,975.37 | 6,975.37 |

| | | | | | | | |
|-----------------------------|--------------|---------------------------------------|----------------------------|------------|------------|------------|------------|
| SGMA Coordination Committee | Fund Req. #4 | 4th Funding Request (14 GSAs) | 12/1/2023 | 88,636.36 | 29,545.46 | 29,545.45 | 29,545.45 |
| EKI Environment & Water | C20055.02-09 | SOKR GSP Implementation/Proj.Mgmt. | 10/1/2023 - 10/31/2023 | 13,967.72 | 4,655.90 | 4,655.91 | 4,655.91 |
| EKI Environment & Water | C20055.02-10 | SOKR GSP Implementation/Proj.Mgmt. | 11/1/2023 - 11/30/2023 | 15,589.08 | 5,196.36 | 5,196.36 | 5,196.36 |
| EKI Environment & Water | C20055.02-11 | SOKR GSP Implementation/Proj.Mgmt. | 12/1/2023 - 12/31/2023 | 10,261.68 | 3,420.56 | 3,420.56 | 3,420.56 |
| SGMA Coordination Committee | Fund Req. #5 | 5th Funding Request (14 GSAs) | 1/15/2024 | 53,181.82 | 17,727.28 | 17,727.27 | 17,727.27 |
| Go Daddy / Visa payment | 2868262946 | Websites+Marketing Basic-1 yr renewal | 12/30/2023 | 155.88 | 51.96 | 51.96 | 51.96 |
| SGMA Coordination Committee | Fund Req. #6 | 6th Funding Request (14 GSAs) | 50% Rincon Contract | 8,085.89 | 2,695.30 | 2,695.29 | 2,695.30 |
| SGMA Coordination Committee | Fund Req. #7 | 7th Funding Request (14 GSAs) | 50% GEI DPMS Contract | 3,150.00 | 1,050.00 | 1,050.00 | 1,050.00 |
| SGMA Coordination Committee | Fund Req. #8 | 8th Funding Request (14 GSAs) | Todd Report-Total Contract | 9,805.90 | 3,268.64 | 3,268.63 | 3,268.63 |
| TOTALS | | | | 614,057.63 | 204,685.93 | 204,685.85 | 204,685.85 |

ACCOUNTS PAYABLE - Submitted to SGMA Coordination Committee

| | | | | | |
|-------------------------|--------------|-----------------------------------|------------------------|-----------|--|
| EKI Environment & Water | C20055.03-05 | SOKR GSP Response to Deficiencies | 10/1/2023 - 10/31/2023 | 21,646.56 | Invoice to SGMA Coordination Committee |
| EKI Environment & Water | C20055.03-06 | SOKR GSP Response to Deficiencies | 11/1/2023 - 11/30/2023 | 21,026.98 | Invoice to SGMA Coordination Committee |
| EKI Environment & Water | C20055.03-07 | SOKR GSP Response to Deficiencies | 12/1/2023 - 12/31/2023 | 26,842.14 | Invoice to SGMA Coordination Committee |
| TOTALS | | | | 69,515.68 | |

ACCOUNTS PAYABLE - Legal Expenses

| <u>Vendor</u> | <u>Invoice #</u> | <u>Description</u> | <u>Dates</u> | <u>Amount</u> | <u>WRM</u> | <u>Tejon</u> | <u>Arvin</u> |
|-------------------------------------|------------------|----------------------------|------------------------|---------------|------------|--------------|--------------|
| Arvin-Edison Water Storage District | 22-12 | SOKR GSP Dev + White Lands | 3/1/2022 - 7/6/2022 | 24,159.00 | 9,056.00 | 6,047.00 | 9,056.00 |
| Arvin-Edison Water Storage District | 22-18 | SOKR GSP Dev + White Lands | 7/1/2022 - 8/31/2022 | 9,046.01 | 3,574.17 | 1,897.67 | 3,574.17 |
| Arvin-Edison Water Storage District | 22-25 | SOKR GSP Dev | 9/1/2022 - 10/31/2022 | 2,448.51 | 816.17 | 816.17 | 816.17 |
| Arvin-Edison Water Storage District | 22-31 | SOKR GSP Dev | 11/1/2022 - 12/31/2022 | 4,926.51 | 1,642.17 | 1,642.17 | 1,642.17 |
| Arvin-Edison Water Storage District | 23-06 | SOKR GSP Dev | 1/1/2023 - 2/28/2023 | 1,945.26 | 648.42 | 648.42 | 648.42 |
| Arvin-Edison Water Storage District | 23-10 | SOKR GSP Dev | 3/1/2023 - 4/30/2023 | 7,876.50 | 2,625.50 | 2,625.50 | 2,625.50 |
| Arvin-Edison Water Storage District | 23-20 | SOKR GSP Dev | 5/1/2023 - 6/30/2023 | 5,428.00 | 1,809.33 | 1,809.33 | 1,809.34 |
| Arvin-Edison Water Storage District | 23-24 | SOKR GSP Dev | 7/1/2023 - 8/31/2023 | 2,537.00 | 845.67 | 845.67 | 845.66 |
| Arvin-Edison Water Storage District | 23-30 | SOKR GSP Dev | 9/1/2023 - 10/31/2023 | 9,469.50 | 3,156.50 | 3,156.50 | 3,156.50 |
| Arvin-Edison Water Storage District | 23-42 | SOKR GSP Dev | 11/1/2023 - 12/31/2023 | 6,785.00 | 2,261.67 | 2,261.67 | 2,261.66 |
| TOTALS | | | | 74,621.29 | 26,435.60 | 21,750.10 | 26,435.59 |



A Nonprofit Housing and Community Development Organization

1. What is SHE's current role in responding to individual households who rely on private wells and have lost access to water?

SHE provides the following services for domestic well users that have lost access to water:

- Emergency Bottled Water – Upon notice that a domestic well user has lost access to water, SHE distributes 2 weeks' worth of bottled drinking water to the household within 24 hours.
- Well Assessment – SHE staff conducts an on-site assessment which includes review of well reports/documentation, confirming water source, checking for running water/water pressure, assessing well depth and water level, inspecting electrical and above-ground components, inspecting any existing tank systems, identifying locations for new tank system placement, and developing a site map.
- Temporary Tanks and Hauled Water – If necessary, SHE arranges for installation of a tank system and routine delivery of hauled potable water to the site. Repair and maintenance services are provided to the system until removal.
- Ongoing Bottled Water – SHE coordinates deliveries of ongoing bottled drinking water until a long-term solution is in place.
- Long-Term Solutions – SHE finances well repairs, well replacement, and service connections to nearby water systems (whenever feasible) to restore long-term water access to the home.
- Water Quality – SHE staff collect water samples which are analyzed by an accredited laboratory. If contaminants exceed the primary Maximum Contaminant Level, SHE arranges for mitigation through disinfection, Point-of-Entry and/or Point-of-Use treatment. A 3-year maintenance plan for any installed filtration devices is provided, and SHE conducts post-install water analysis to confirm mitigation.
- Long-Term Sustainability – After completion of a permanent solution, households may opt-in for a groundwater level monitoring device. SHE installs and maintains the monitoring device and counsels the household on understanding their water usage and the readings of the device. Education on domestic well stewardship is provided to all recipients of long-term solution funding. Topics include conservation, water quality and risks, well operation and maintenance, and emergency preparedness for future needs.

2. Who funds these activities and how is the relationship structured?

Primarily, through formal funding agreements between SHE and CA State Water Resources Control Board (SWRCB) Division of Financial Assistance, Safe and Affordable Fund for Equity and Resilience (SAFER) funds. Additionally, SHE receives funding and



A Nonprofit Housing and Community Development Organization

donations from other partners, including a modest amount of federal funds from USDA Rural Development that can be used to supplement state resources.

3. What are the eligibility requirements?

a. Emergency Bottled Water Deliveries

- Immediate loss of access to water

b. Tanks and Hauled Water

- i. Proof of ownership for owner-occupied households/ proof of occupancy for tenant-occupied households.
- ii. Documentation of a dry, or failing, water well characterized as less than fifty (50) feet of water remaining. Access Authorization/ Right of Entry is required.
- iii. Income self-certification

| Income Range | | Eligibility Term | Cause of Services |
|--------------------------------|-------------|------------------|-------------------|
| ≤ 150% Statewide Median Income | ≤ \$126,146 | Up to 24 Months* | Dry Well |
| ≥ 150% Statewide Median Income | ≥ \$126,146 | Up to 12 Months | Dry Well |

c. Bottled Water

- i. Proof of ownership for owner-occupied households/ proof of occupancy for tenant-occupied households.
- ii. Documentation of a dry, or failing, water well characterized as less than fifty (50) feet of water remaining OR documentation of a contaminated water well.

Income self-certification

| Income Range | | Eligibility Term | Cause of Services |
|--------------------------------|-------------|----------------------------------|-------------------|
| ≤ 80% Statewide Median Income | ≤ \$67,278 | Until contamination is mitigated | Contamination |
| ≤ 150% Statewide Median Income | ≤ \$126,146 | Up to 24 Months† | Dry Well |
| ≥ 150% Statewide Median Income | ≥ \$126,146 | Up to 12 Months | Dry Well |

d. Water Well Repair, Replacement or Connection

- i. Proof of ownership (tenant-occupants are eligible - owner must apply)
- ii. Verification of dry or failing water supply well
- iii. Income self-certification: eligibility ≤ 80% Statewide MHI, less than 200% of federal poverty level, OR participation in another low-income program
- iv. Access Authorization/ Right of Entry to the property

e. Water Quality

- i. Proof of ownership for owner-occupied households or proof of occupancy for tenant-occupied households.



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- ii. Income self-certification: eligibility \leq 80% Statewide MHI, less than 200% of federal poverty level, OR participation in another low-income program
- iii. Access Authorization/Right of Entry to the property
- f. Ground Water Level Monitoring & Private Well Owners Education Program
 - i. Participants in the Water Well Repair, Replacement, and Connections Program are all eligible

4. What are the current costs for the above Programs?

This depends largely on the level of services provided. The average cost for full water well replacement is approximately \$60,000 (including abandonment of former well). The average cost for a temporary tank and hauled water is \$3,000 per month. Currently, all services described are paid for through state contracts and not borne by owners.

5. How do emergency water activities relate to Sustainable Groundwater Management Act (SGMA) implementation?

Many Groundwater Sustainability Agencies (GSAs) are finalizing or beginning to implement plans to address domestic well failures in their groundwater sub-basins. The overlap of SHE's existing emergency water programs can vary depending upon GSA plans. Currently, SHE provides services to all eligible households within over-drafted sub-basins in its service area, which may fall within or overlap with the boundaries of GSA well mitigation plans.

6. Does SHE play any role with GSPs and SGMA implementation?

SHE's SGMA role is advisory in nature. A separate staff team utilizes Department of Water Resources (DWR) funding to provide input and recommendations on GSA Groundwater Sustainability Plans (GSPs).

SHE works alongside residents in disadvantaged rural communities to foster access to safe, affordable, and reliable drinking water. Given SHE's history of building effective long-term relationships and partnerships with a diverse set of agencies, communities, and organizations, SHE sees its role as limited to comments and recommendations on GSP mitigation efforts, proposed or existing legislation or regulations, and evolving best practices. We believe a genuinely inclusive and equitable process is essential to achieve the goal of sustainable water management practices in the San Joaquin Valley.

In addition, a handful of SHE staff fill roles on various GSA Boards and Advisory Committees, either through their employment with SHE or in a separate capacity.

7. Is SHE associated with advocacy groups who challenge GSA plans or activities?

SHE has a long history of collaboration with a diverse set of stakeholders and agencies, including environmental justice organizations. SHE values and fosters long-term



A Nonprofit Housing and Community Development Organization

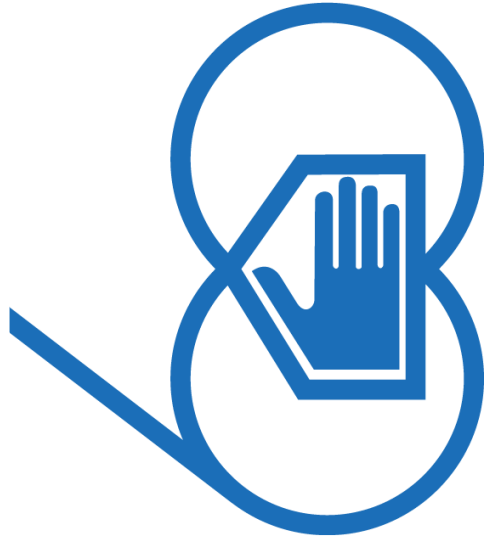
relationships with organizations that share our interest in the communities we serve. Although the tactics and methods of other organizations may vary from our approach to the work, we value diversity of opinion and rigorous analysis of issues.

8. Will SHE be available to assist GSAs with implementation of well mitigation activities?

SGMA implementation and its regulatory framework is evolving in real time, and therefore it is premature to determine future roles with any certainty. SHE hopes to continue to provide services to households impacted by groundwater scarcity but has no specific plans beyond its current contract deliverables. There are no prohibitions for SHE to contract with GSAs for services that we are aware of - in fact we contract with numerous public entities around the Valley for a variety of services.

* For households \leq 150% MHI, the 24-month term may be extended with SWRCB approval, if the household has qualified for loan or grant assistance for a long-term solution, and that process is still underway.

† For households \leq 150% MHI, the 24-month term may be extended with SWRCB approval, if the household has qualified for loan or grant assistance for a long-term solution, and that process is still underway.



Self-Help Enterprises

YEARS

DOMESTIC WELL MITIGATION

Emergency Services

Scope of Work



Outreach & Engagement



Interim Tanks & Hauled Water



Interim Bottled Water



Water Well Repair, Replacement, & Connections



Water Quality Testing and Filtration



Education & Resiliency



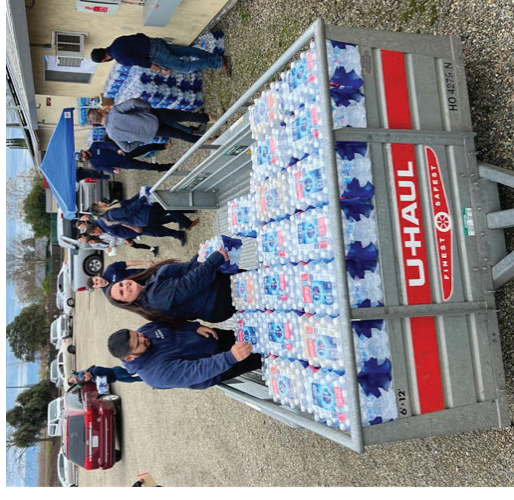
Kern County Subbasin

Domestic Well Impacts

| GSA | New Wells Constructed | Receiving Interim Services |
|---|-----------------------|----------------------------|
| Kern Groundwater Authority GSA | 0 | 12 |
| Kern River GSA | 3 | 5 |
| Rosedale-Rio Bravo Water Storage District GSA | 3 | 2 |
| Semitropic Water Storage GSA | 1 | 1 |
| Shafter-Wasco Irrigation District GSA | 3 | 5 |
| Southern San Joaquin Municipal Utility District GSA | 2 | 1 |
| Kern Subbasin Total: | 12 | 26 |

Partnership Potential

- Technical Assistance
- Review and Evaluate Claims
- Well Mitigation Program Administration



**White Wolf Subbasin Groundwater Sustainability Agency
Regular Board Meeting of the Board of Directors**

**Agenda
March 5, 2024 at 1:00 p.m.**

Public may attend in-person, via telephone, or Web-based service:

In Person: Wheeler Ridge-Maricopa Water Storage District Headquarters
12109 Highway 166
Bakersfield, CA 93313

Or Virtual Option:

Go To Meeting: <https://meet.goto.com/911605181>
Call by Phone: (872) 240-3311 Access Code: 911-605-181

Remote participation by a Director will also occur at:
7058 N. West Ave.
Fresno, CA 93711

- 1. Call to Order**
- 2. Recognition of Guests**
- 3. Approval of Minutes of the Regular Board Meeting of February 6, 2024**
- 4. Financial Accounting Report (Robert Velasquez)**
- 5. California Department of Water Resources (DWR) SGMA Implementation Round 2 grant update (Angelica Martin)**
- 6. Updates on actions discussed or authorized on February 6, 2024 (EKI)**
 - a. Water Year (WY) 2023 Annual Report
 - b. Update on Groundwater Sustainability Plan (GSP) implementation activities
 - i. February 2024 groundwater levels
 - ii. Dedicated monitoring well siting
- 7. Correspondence**
- 8. Public Comment**

At this time, the public may address the Board on any item not appearing on the agenda that is within the subject matter jurisdiction of the Board. Comments will be limited to three minutes.

- 9. Consider and provide direction on future agenda items**

In compliance with the Americans with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services, please call Angelica Martin (661) 663-4262.

**White Wolf Subbasin Groundwater Sustainability Agency
Regular Board Meeting of the Board of Directors**

**Agenda
March 5, 2024 at 1:00 p.m.**

- 10. Closed Session** – *Anticipated litigation (Government Code Section 54956.9(d)(2))—1 item.*
- 11. Report out of Closed Session**
- 12. Adjourn**

In compliance with the Americans with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services, please call Angelica Martin (661) 663-4262.

WHITE WOLF GSA FINANCIAL INFORMATION

| | July | August | September | October | November | December | January | February |
|------------------------------------|------------|----------------|------------|----------------|--------------|--------------|---------------|---------------|
| FUNDING | - | 150,000 | - | - | - | - | - | - |
| INTEREST INCOME | 63 | 64 | 46 | 170 | 110 | 82 | 71 | - |
| TOTAL FUNDING | 63 | 150,064 | 46 | 170 | 110 | 82 | 71 | - |
| PROFESSIONAL SERVICES - CONSULTING | - | 25,743 | - | 60,650 | (3,111) | - | 19,923 | 33,766 |
| PROFESSIONAL SERVICES - LEGAL | 716 | - | 886 | 228 | - | - | - | 2,713 |
| PROFESSIONAL SERVICES - GENERAL | - | - | - | 50,807 | 4,139 | 4,139 | 16,708 | 4,139 |
| FEES - OTHER | 49 | 42 | 43 | 40 | 66 | 54 | 43 | - |
| OTHER | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES | 765 | 25,785 | 928 | 111,725 | 1,094 | 4,192 | 36,674 | 40,618 |

WHITE WOLF GSA - August 31, 2023

| | | | | |
|------------------------------------|-------------------|--|-----------------|------------|
| FUNDING | \$ 150,000 | | EKI | \$ 136,971 |
| INTEREST INCOME | 606 | | Young Woolridge | \$ 4,542 |
| TOTAL FUNDING | 150,606 | | Land IQ LLC | \$ 79,931 |
| | | | Bank Fees | \$ 337 |
| PROFESSIONAL SERVICES - CONSULTING | \$ 136,971 | | Other | \$ - |
| PROFESSIONAL SERVICES - LEGAL | 4,542 | | | |
| PROFESSIONAL SERVICES - GENERAL | 79,931 | | | |
| FEES - OTHER | 337 | | | |
| OTHER | - | | | |
| TOTAL EXPENDITURES | \$ 221,782 | | | |

Net Change \$ (71,176)

Beginning Funds Available \$ 73,150

FUNDING AVAILABLE AT FEBRUARY 29, 2024 \$ 42,314

\$ 40,618 O/S Checks

\$ 1,697

PROJECTED SPEND THROUGH DECEMBER 2023 \$ 156,000

ADDITIONAL FUNDING REQUEST \$ 165,000

| | YTD FISCAL YEAR 2024 | | |
|-------------------|----------------------|--------------------|--------------------|
| | FORECAST | BUDGET | VARIANCE |
| FUNDING | \$ 315,606 | \$ 315,000 | \$ (164,394) |
| EXPENDITURES | 377,782 | 376,000 | (154,218) |
| NET CHANGE | \$ (62,176) | \$ (61,000) | \$ (10,176) |

| PROJECTED SPEND THROUGH MAY 31, 2024 | |
|--------------------------------------|--|
| \$ 137,000 | EKI – ongoing GSP implementation, monitoring well siting, WWGFM re-calibration |
| 16,800 | Land IQ – monthly ET data |
| 2,500 | Legal |
| \$ 156,300 | |

EKI TECHNICAL PRESENTATION

WHITE WOLF GSA BOARD OF DIRECTORS

5 MARCH 2024



OUTLINE

- Water Year (WY) 2023 Annual Report
- Update on Groundwater Sustainability Plan (GSP) implementation activities
 - February 2024 groundwater levels
 - Dedicated monitoring well siting

WY 2023 ANNUAL REPORT

WY 2023 ANNUAL REPORT OVERVIEW

- Focus is | October 2022 through 30 September 2023, but certain data and analysis required to extend from | January 2015
- Modified structure to address the new DWR guidance document
- **Key Take-Aways:**
 - No Undesirable Results
 - ~48,000 AF increase in groundwater storage
 - Decrease in groundwater pumping by ~62% compared to WY 2022
 - Increase in groundwater levels
 - Minimal to no subsidence
 - Water quality concentrations for constituents of concern all below MCLs
 - Recharge P/MAs resulted in 22,990 AF of applied water for infiltration

GROUNDWATER ELEVATION CONTOUR MAPS

Figure 2. Groundwater Elevations, Fall 2022

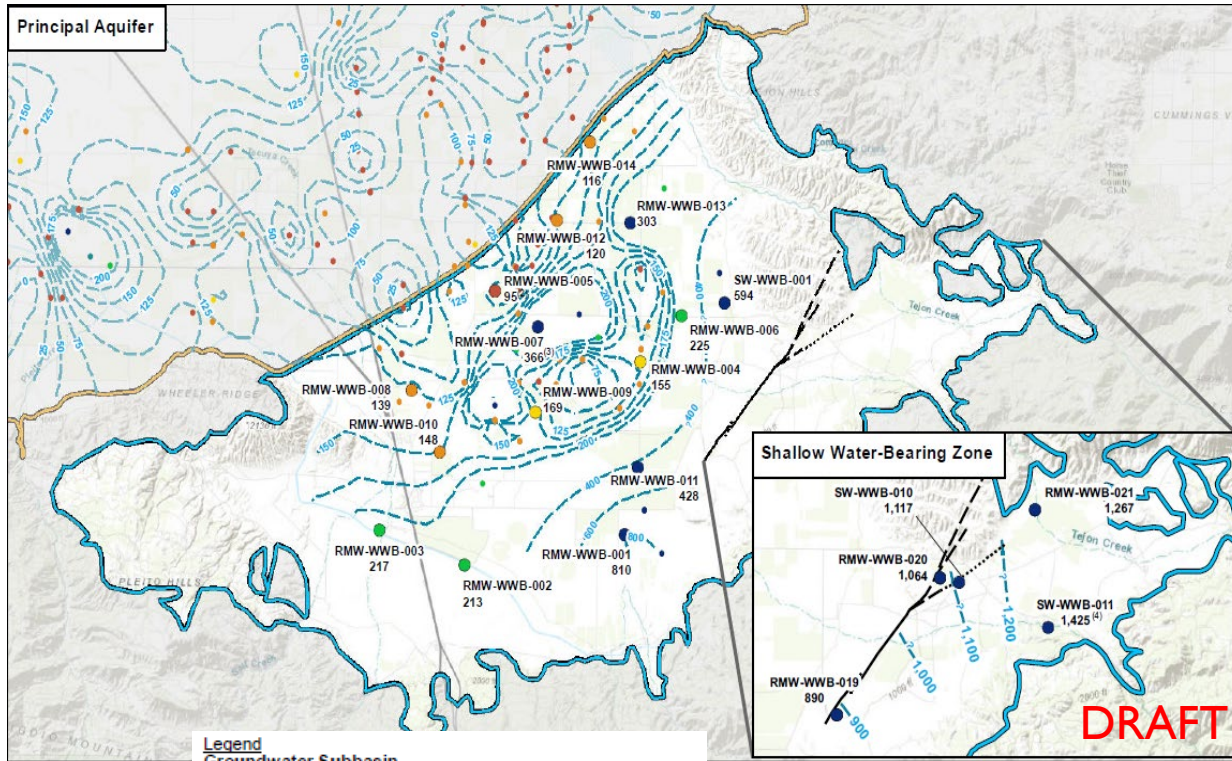
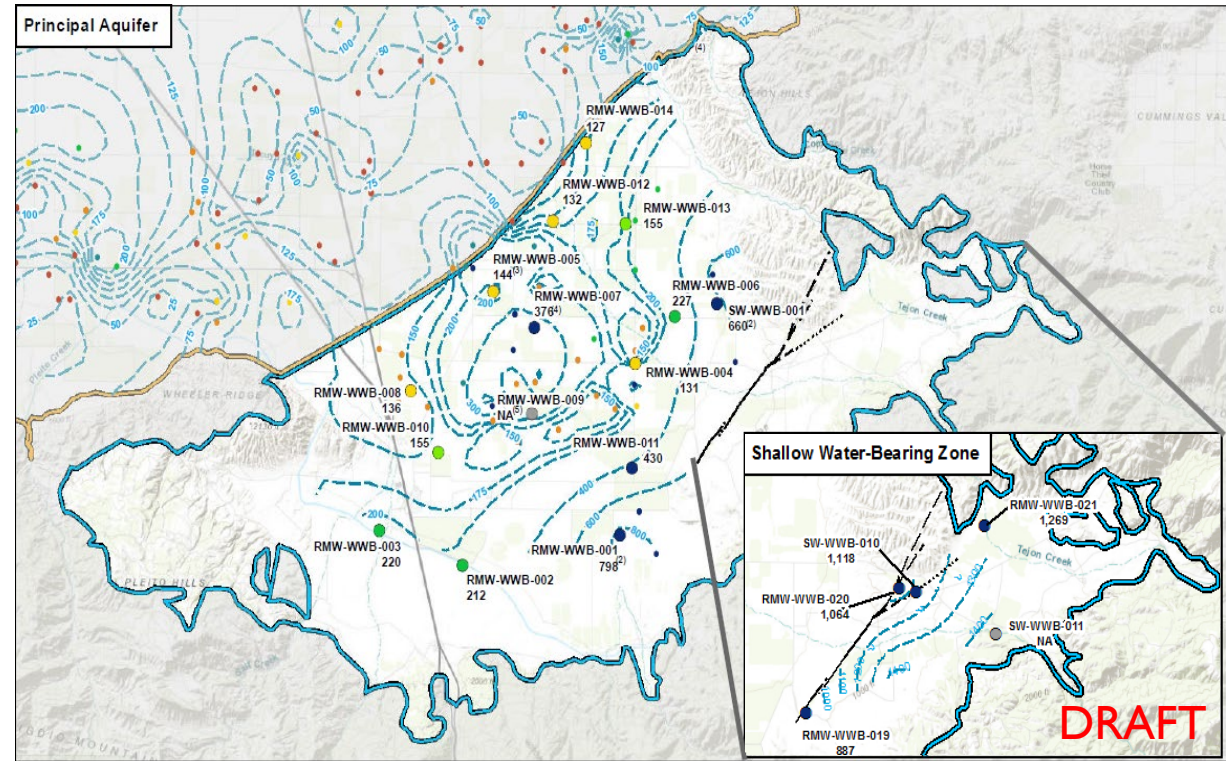


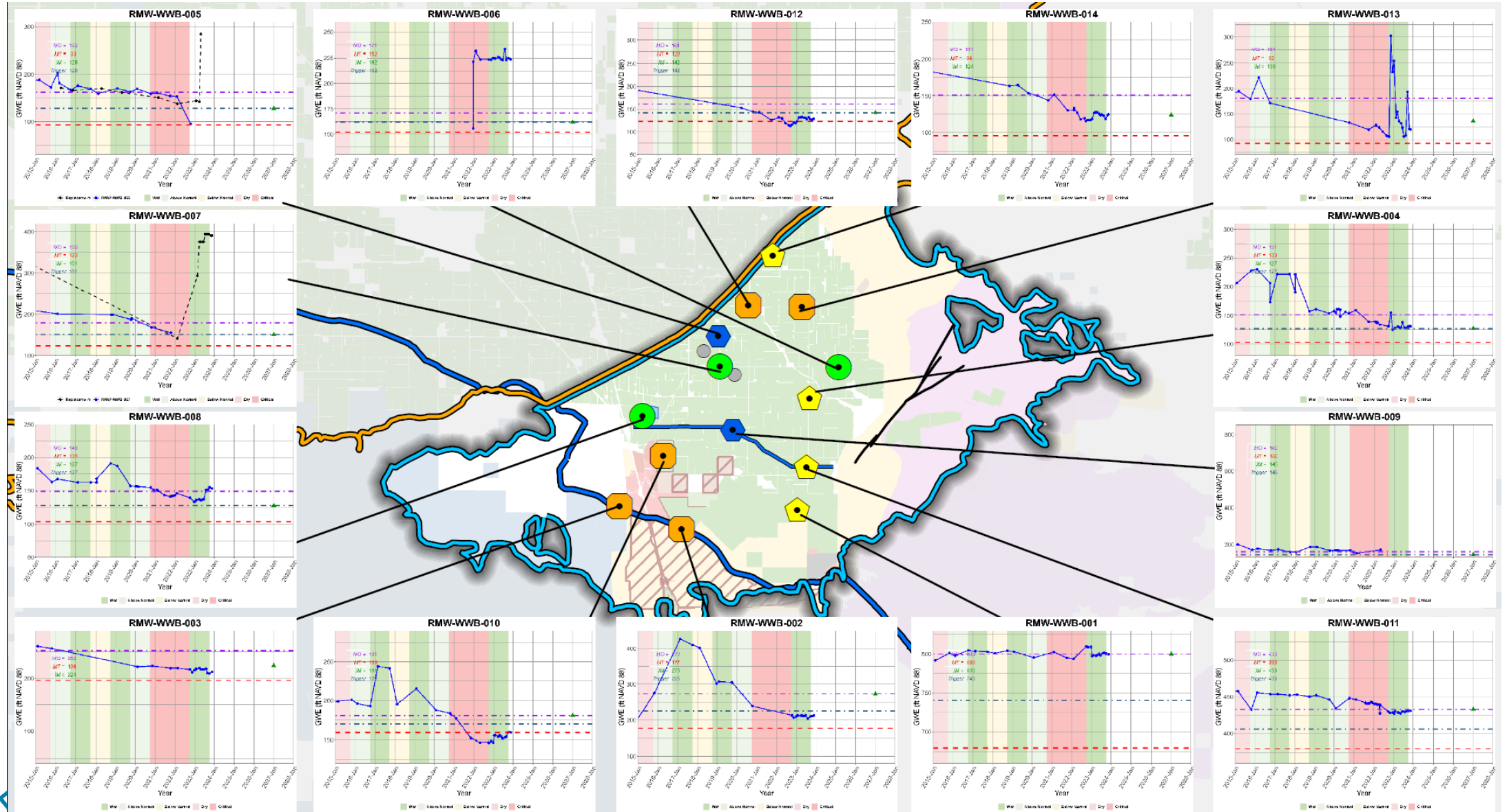
Figure 3. Groundwater Elevations, Spring 2023



■ Groundwater flow typically from Southeast to Northwest

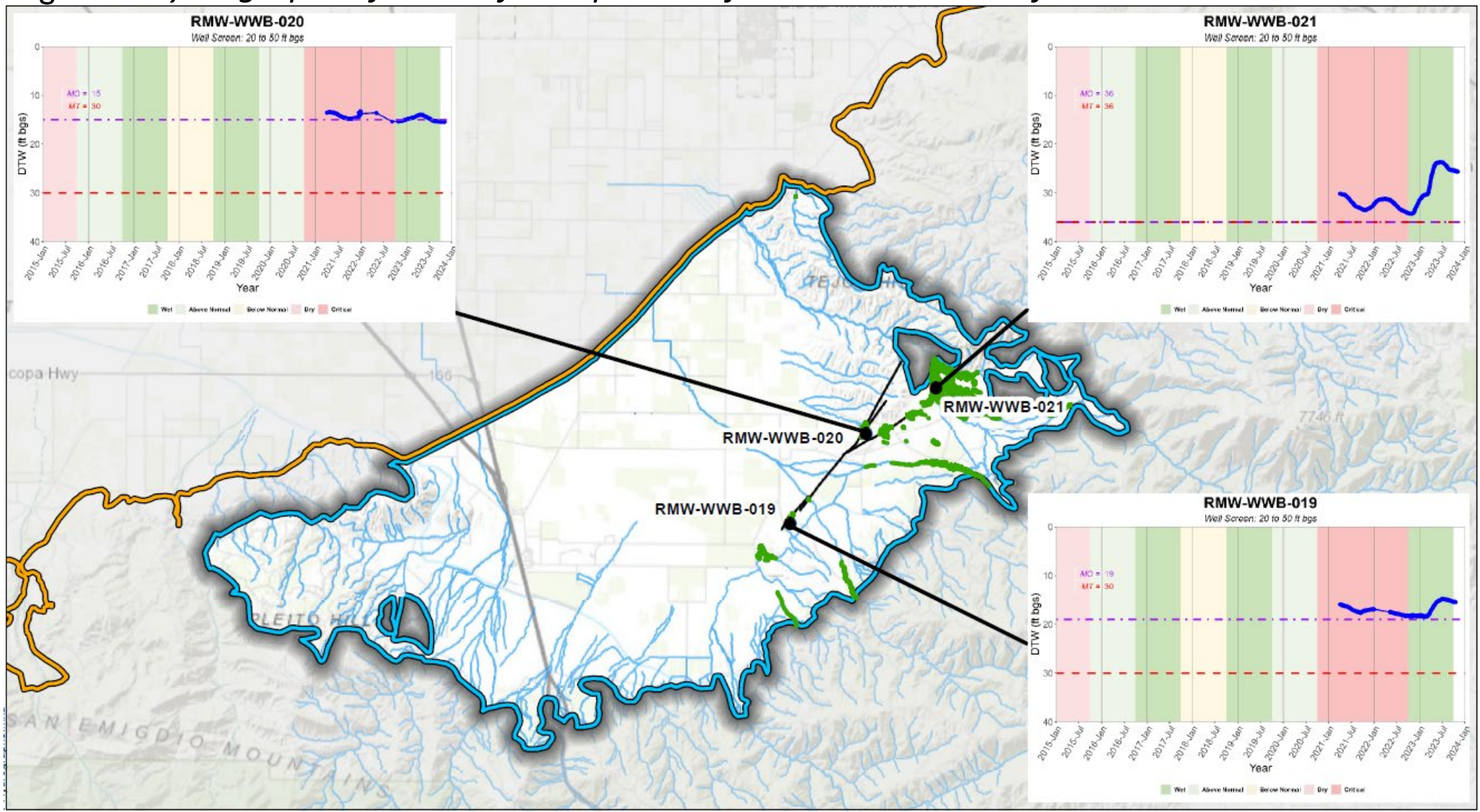
WATER LEVEL SMCs

Figure 4. Hydrographs of RMWs for Chronic Lowering of Groundwater Levels



INTERCONNECTED SURFACE WATER SMCs

Figure 5. Hydrographs of RMWs for Depletion of Interconnected Surface Water



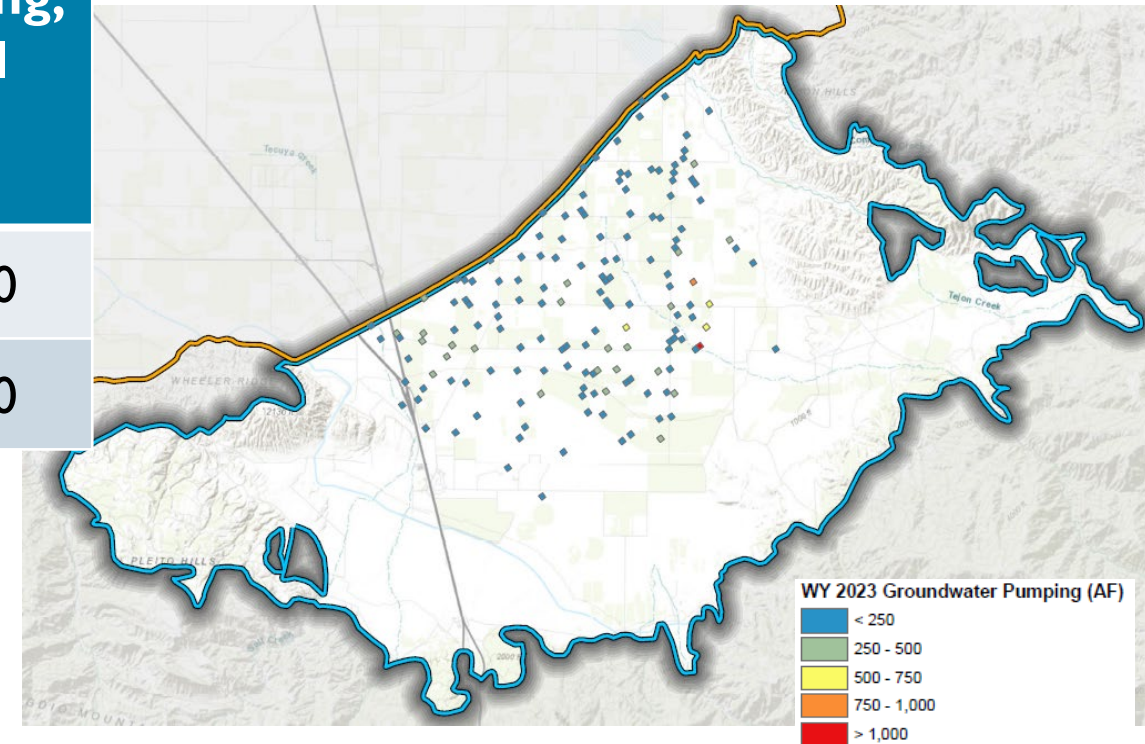
GROUNDWATER USE BY SECTOR AND SOURCE

Table 1. Summary of Groundwater Extraction Data by Sector and Source

| Water Year | Pumping, Agricultural (AF) | | Pumping, Municipal & Industrial (AF) | Pumping, Total (AF) |
|------------|----------------------------|-----------|--------------------------------------|---------------------|
| | Metered | Estimated | | |
| 2022 | 22,412 | 36,541 | 1,248 | 60,200 |
| 2023 | 3,516 | 17,779 | 1,405 | 22,700 |

- Agricultural pumping is estimated by the Basins’ Soil Moisture Budget (SMB) accounting model
- Municipal & Industrial (M&I) pumping for January – September 2023 is estimated, as reported values are not yet available
- Does not include domestic de minimus (< 2 AFY) pumping

Figure 6. General Location of Groundwater Extractions, WY 2023



SURFACE WATER USE BY SECTOR AND SOURCE

Table 2. Summary of Surface Water Supply by Sector and Source

| WY | WRMWSD Imports (AF) | | | AEWSD Imports (AF) | | TCWD Imports (AF) | Total Imports (AF) | | | Stream Diversions (AF) |
|------|---------------------|-------|----------|--------------------|----------|-------------------|--------------------|-------|----------|------------------------|
| | Ag | M&I | Recharge | Ag | Recharge | M&I | Ag | M&I | Recharge | Ag |
| 2022 | 12,066 | 2,526 | 0 | 19,574 | 0 | 496 | 31,640 | 3,022 | 0 | 2,751 |
| 2023 | 60,149 | 3,046 | 22,220 | 16,428 | 771 | 471 | 76,577 | 3,517 | 22,990 | 5,427 |

- Imports are based on surface water deliveries to customers; actual imports may be greater due to conveyance system losses.
- WRMWSD agricultural deliveries are calculated based on the total water delivered by turnout, minus the total volume of groundwater pumped into the WRMWSD distribution system
- Imported surface water delivered by WRMWSD to M&I users are not included in the Soil Moisture Balance Accounting model (SMB). 94% of the M&I water was delivered to Pastoria Energy Facility. It is assumed that these M&I deliveries contributions to the groundwater system are negligible.
- For WY 2023, all stream diversions except for POD9 were diverted to storage.

TOTAL WATER USE BY SECTOR AND SOURCE

Table 3. Total Water Use by Sector

| WY | Agricultural (AF) | | | | M&I (AF) | | | Recharge (AF) | | Total (AF) |
|------|-------------------|-------------------|----------------|-------------------|----------|----------------|----------------|----------------|----------------|------------|
| | Metered Pumping | Estimated Pumping | Imported Water | Stream Diversions | Pumping | Imported Water | Recycled Water | Imported Water | Recycled Water | |
| 2022 | 21,256 | 37,597 | 31,640 | 2,751 | 1,248 | 3,022 | 83 | 0 | 40 | 97,637 |
| 2023 | 3,516 | 17,779 | 76,577 | 5,427 | 1,405 | 3,517 | 88 | 22,990 | 34 | 131,333 |

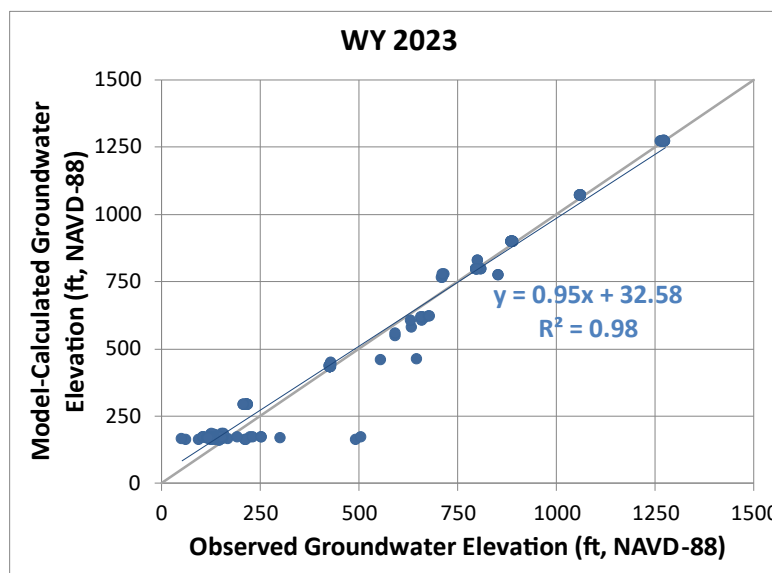
■ Recharge volumes are total applied water.

- Total water use in WY 2023: ~131,300 AFY
 - 79% is for agricultural use
 - 17% is from groundwater pumping
 - 18% is for recharge

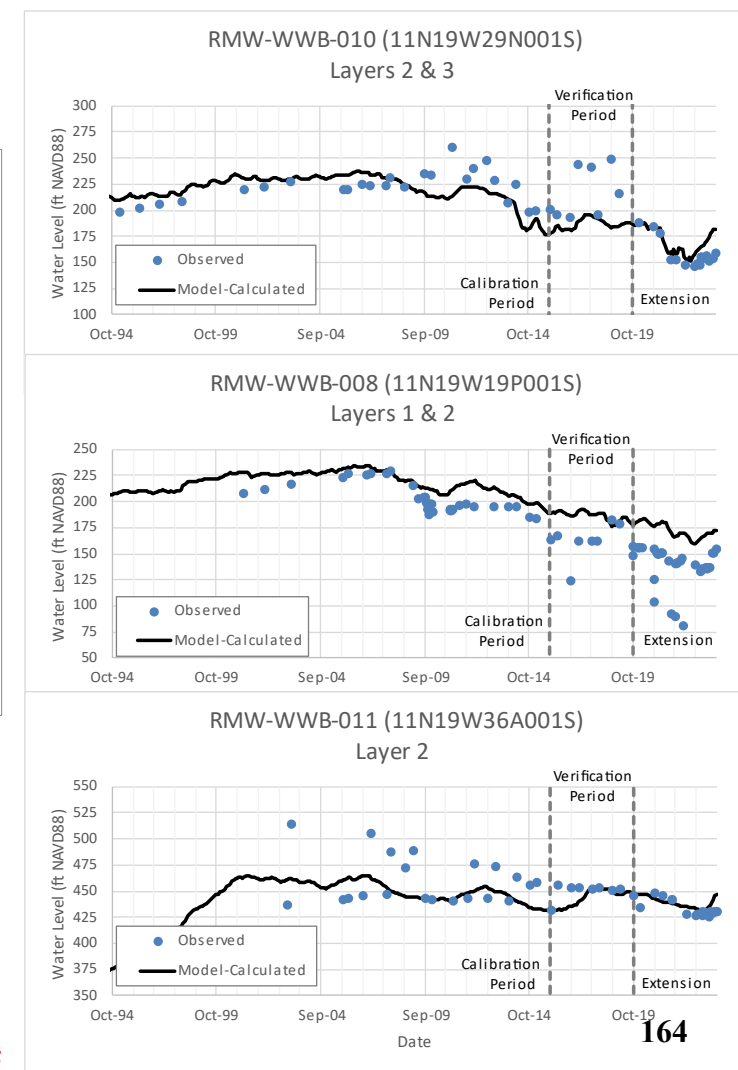
WWGFM EXTENSION THROUGH WY 2023

- Extended the White Wolf Groundwater Flow Model through WY 2023
 - Precipitation
 - Water delivery / pumping
 - ET from Land IQ
 - Seasonal land use
 - Boundary conditions
 - Confirmed model performance against measured water levels

Figure 7. Modeled versus Observed Water Level Elevation in Wells

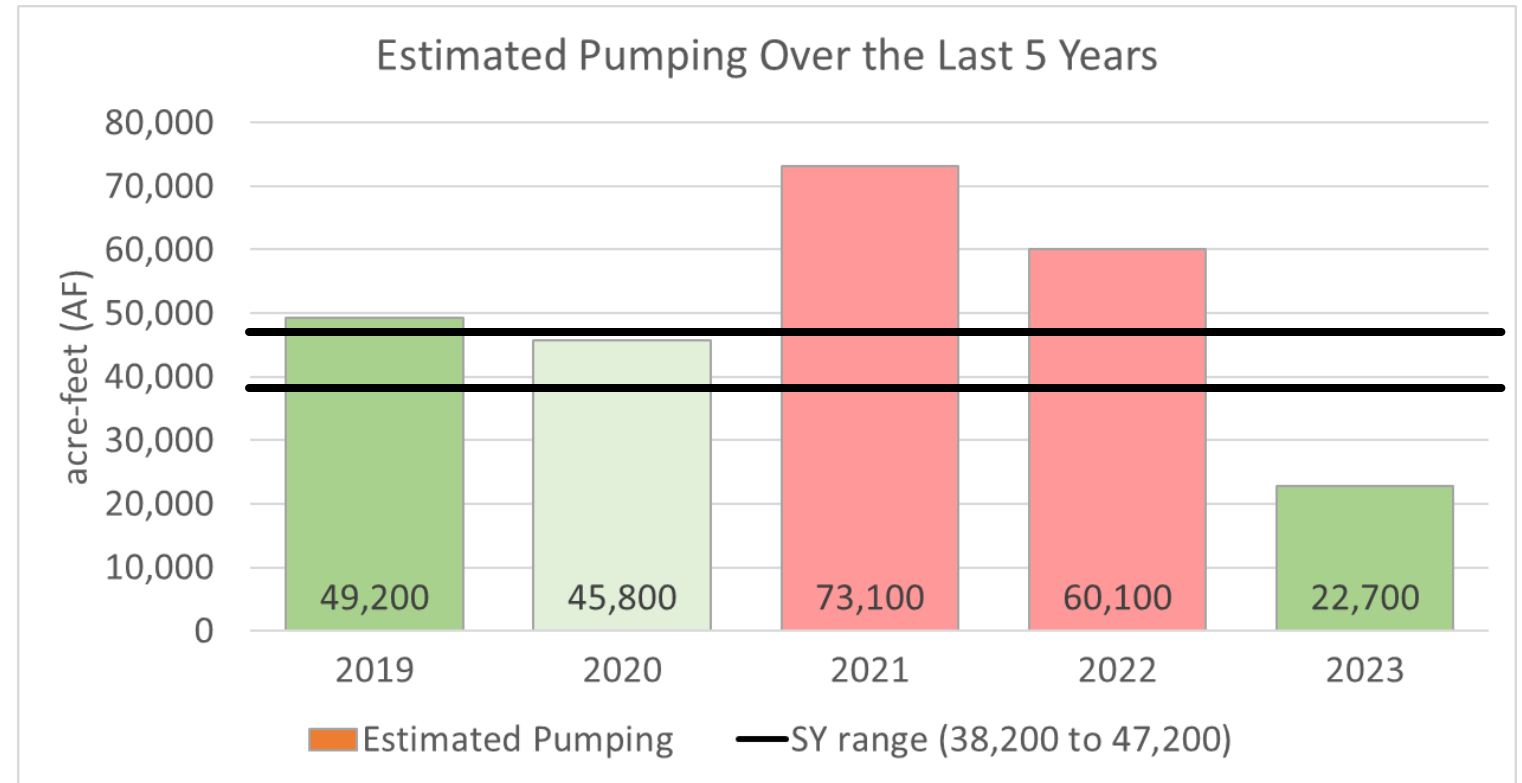


Example hydrographs:



ESTIMATED PUMPING DROPPED SIGNIFICANTLY IN WY 2023

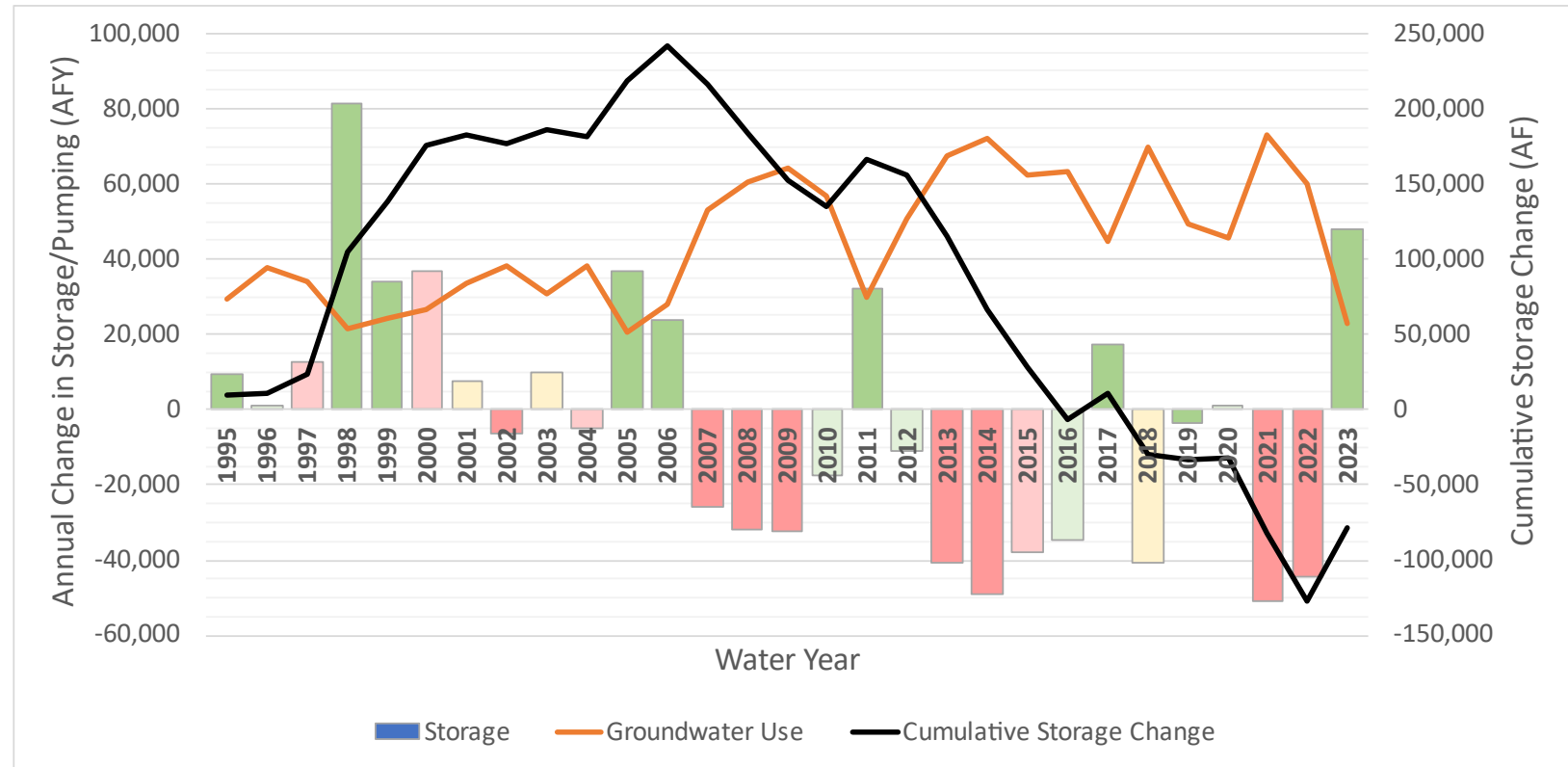
- WY 2023 pumping: 22,700 AFY
- Average pumping 2019-2022: 57,000 AFY
- Decrease of 62% from WY 2022
- WY 2023 pumping well within the estimated sustainable yield



CHANGE IN GROUNDWATER STORAGE

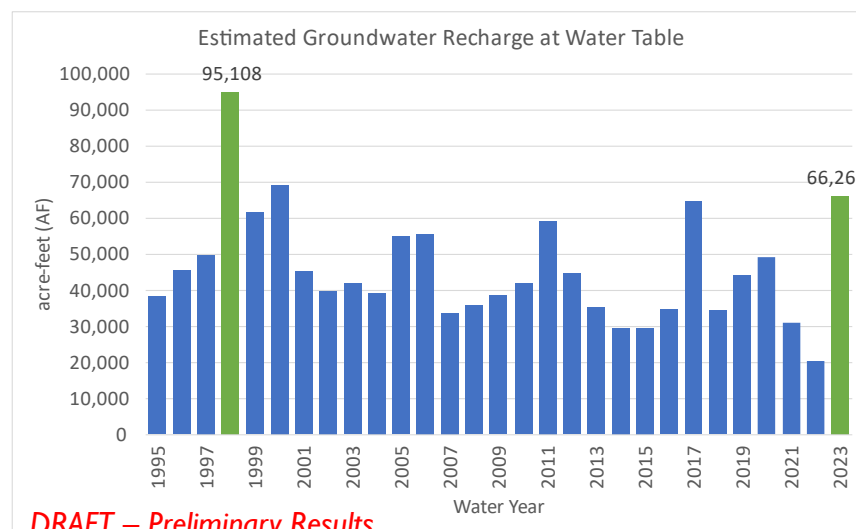
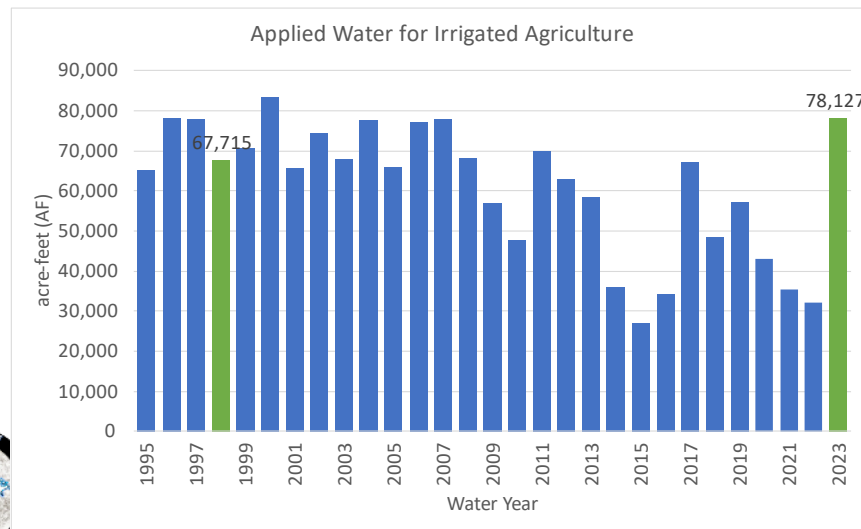
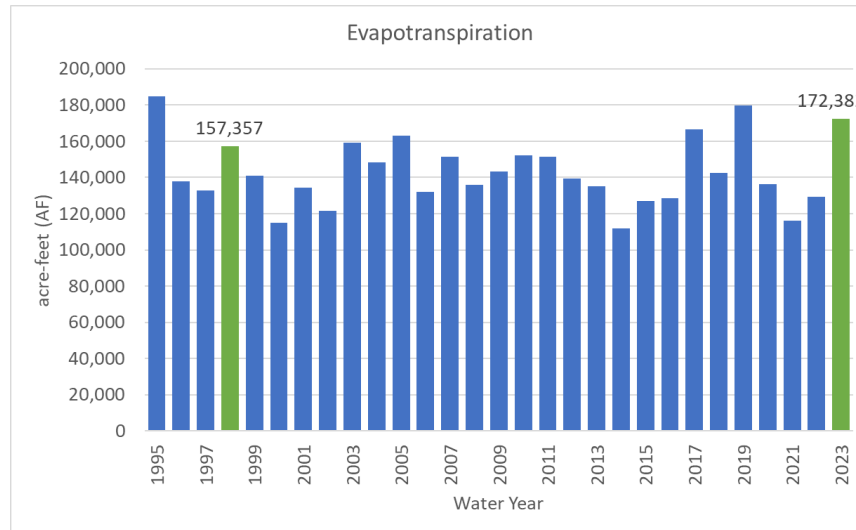
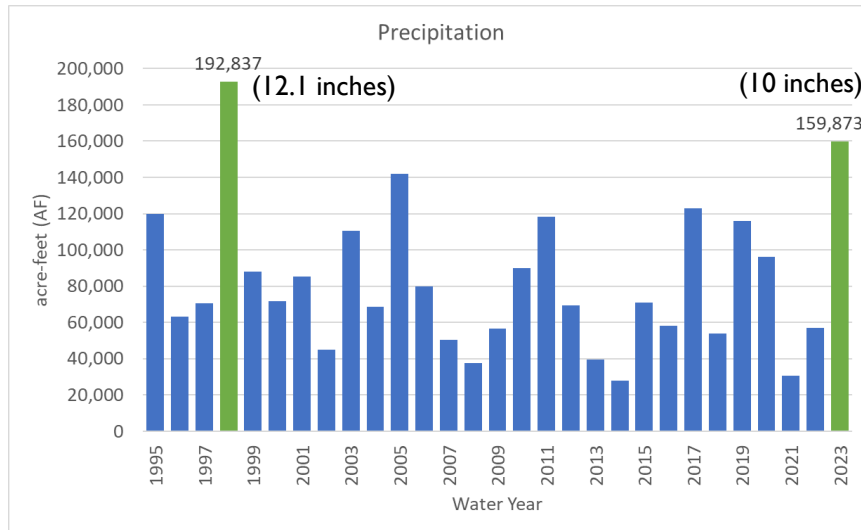
- WY 2023 Basin-wide change in storage: +48,200 AF
- Cumulative storage change since 2015: -144,900 AF
- Largest estimated storage increase since 1998

Figure 9. Annual Change in Groundwater Storage and DWR Water Year Type



DRAFT – Preliminary Results

COMPARISON OF LAND SURFACE PROCESSES BETWEEN 1998 AND 2023



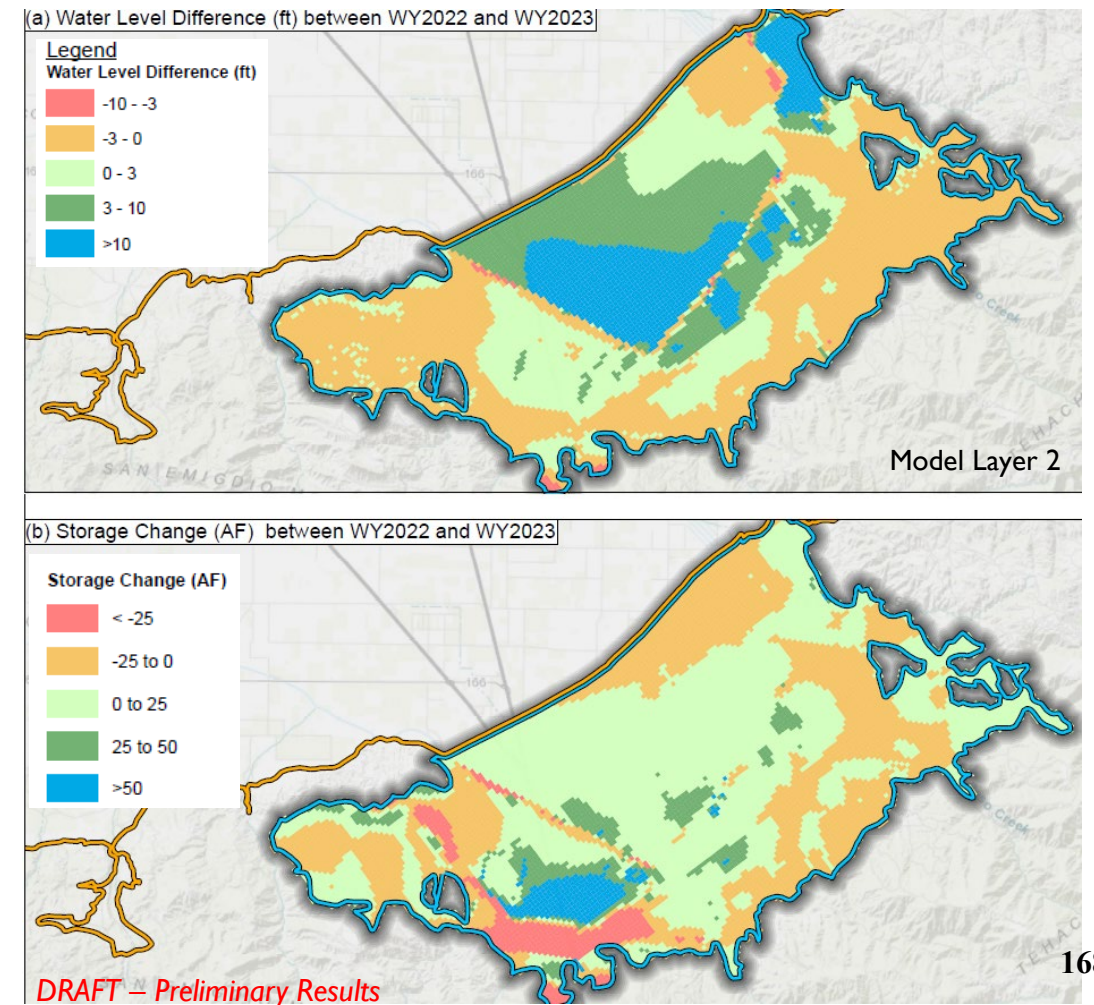
- Combination of more precipitation and less ET resulted in more groundwater recharge in 1998
- In general, depth to groundwater was shallower in 1998
- 2023 managed recharge has not yet reached the water table



CHANGE IN GROUNDWATER LEVELS AND STORAGE ACROSS THE WWB

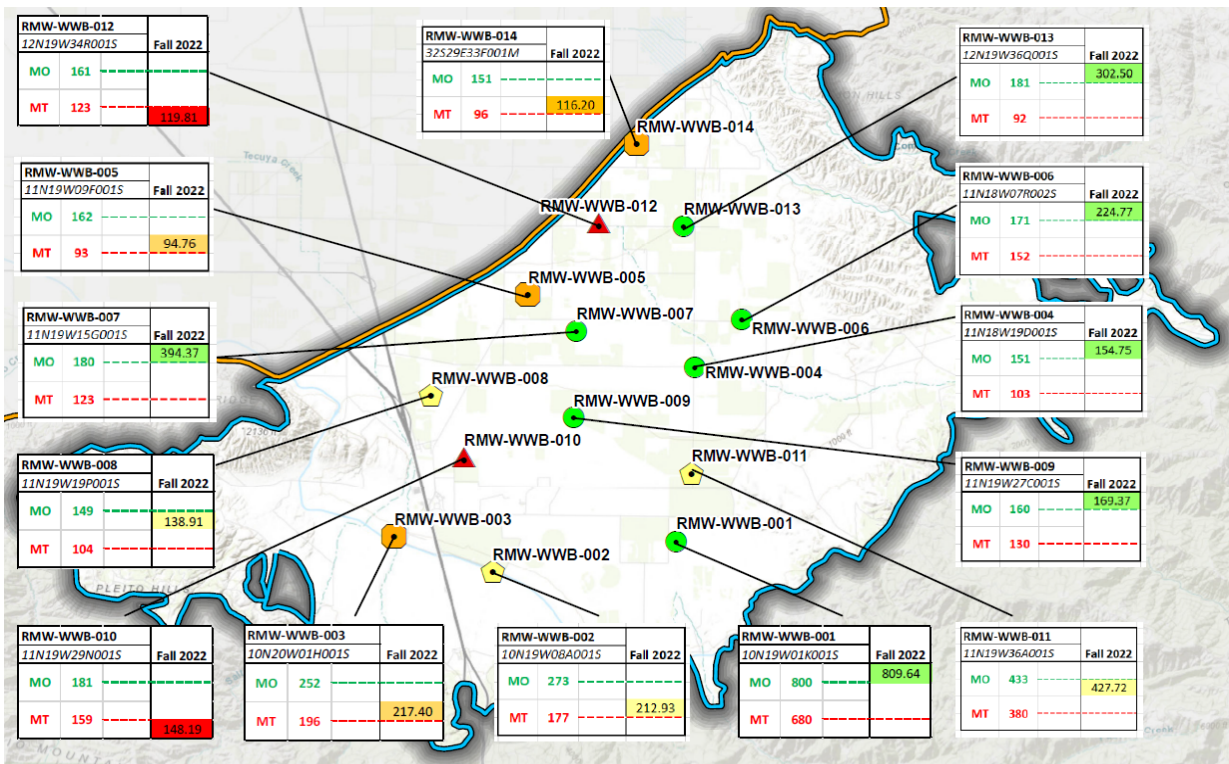
- Model-estimated storage change between WY 2022 and WY 2023 based on the change in water level and the calibrated storage properties of each model cell
- Model estimates increases in groundwater storage for the majority of the subbasin

Figure 8. Model Estimated Groundwater Storage Change between WY 2022 and WY 2023



GROUNDWATER LEVELS RELATIVE TO SMCs

Figure 10. Fall 2022



Legend

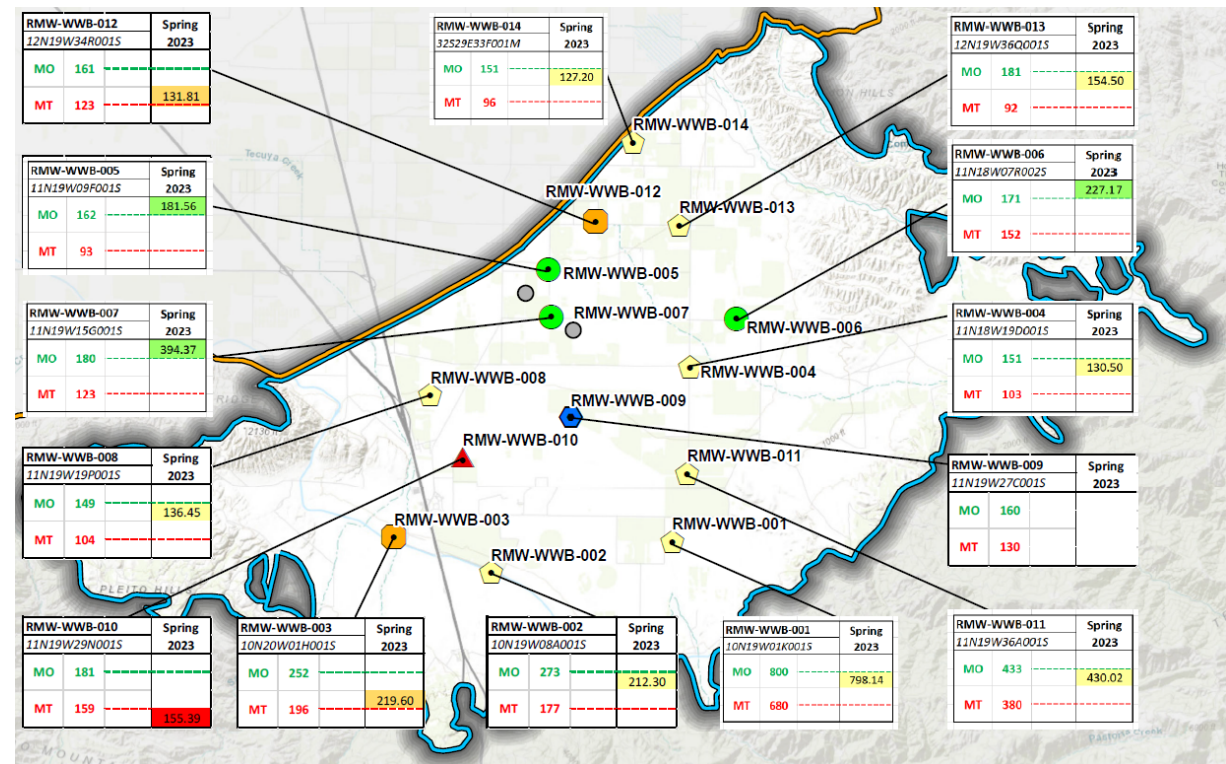
Representative Monitoring Well Status as of Fall 2022

- Water Level below MO (6 or 43%)
- ◐ Water Level between MO and MT but closer to MO (3 or 21.5%)
- ◐ Water Level between MO and MT but closer to MT (3 or 21.5%)
- ▲ Water Level below MT (2 or 14%)

Groundwater Subbasin

- White Wolf (DWR 5-022.18) (1)
- Kern County (DWR 5-022.14) (1)

Figure 11. Spring 2023



Legend

Representative Monitoring Well Status as of Spring 2023

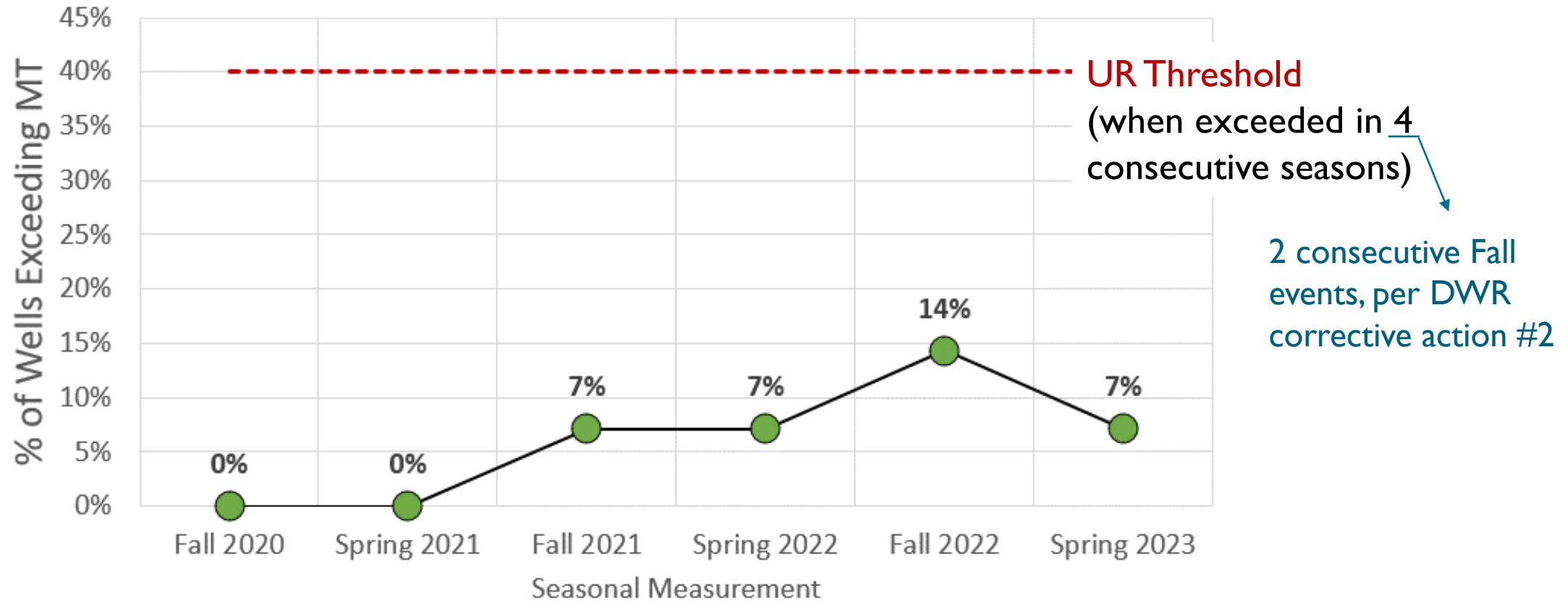
- Water Level below MO (3 or 22%)
- ◐ Water Level Between MO and MT but closer to MO (7 or 50%)
- ◐ Water Level Between MO and MT but closer to MT (2 or 14%)
- No Water Level Measurement (1 or 7%)
- ▲ Water Level below MT (1 or 7%)
- Old RMW-WL

- White Wolf (DWR 5-022.18)
- Kern County (DWR 5-022.14)



WL UNDESIRABLE RESULTS ARE NOT OCCURRING

Figure 12. Undesirable Results Tracking



WQ COC CONCENTRATIONS ALL BELOW MCL / MT

Table 6. Groundwater Quality and SMCs

| Well Name | Arsenic (mg/L) | | | Nitrate as N (mg/L) | | | Selenium (mg/L) | | |
|-------------|----------------|--------------|---------------|---------------------|------------|-----------|-----------------|-------------|---------------|
| | MO = 0.0075 | MT = 0.01 | TT = 0.005 | MO = 7.5 | MT = 10 | TT = 5 | MO= 0.0375 | MT= 0.05 | TT = 0.025 |
| RMW-WWB-015 | | 0.002 | | | 4.6 | | | 0.002 | |
| RMW-WWB-016 | | 0.002 | | | 5.1 | | | 0.001 | |
| RMW-WWB-017 | | ND | | | 0.32 | | | ND | |
| RMW-WWB-018 | | ND | | | ND | | | ND | |

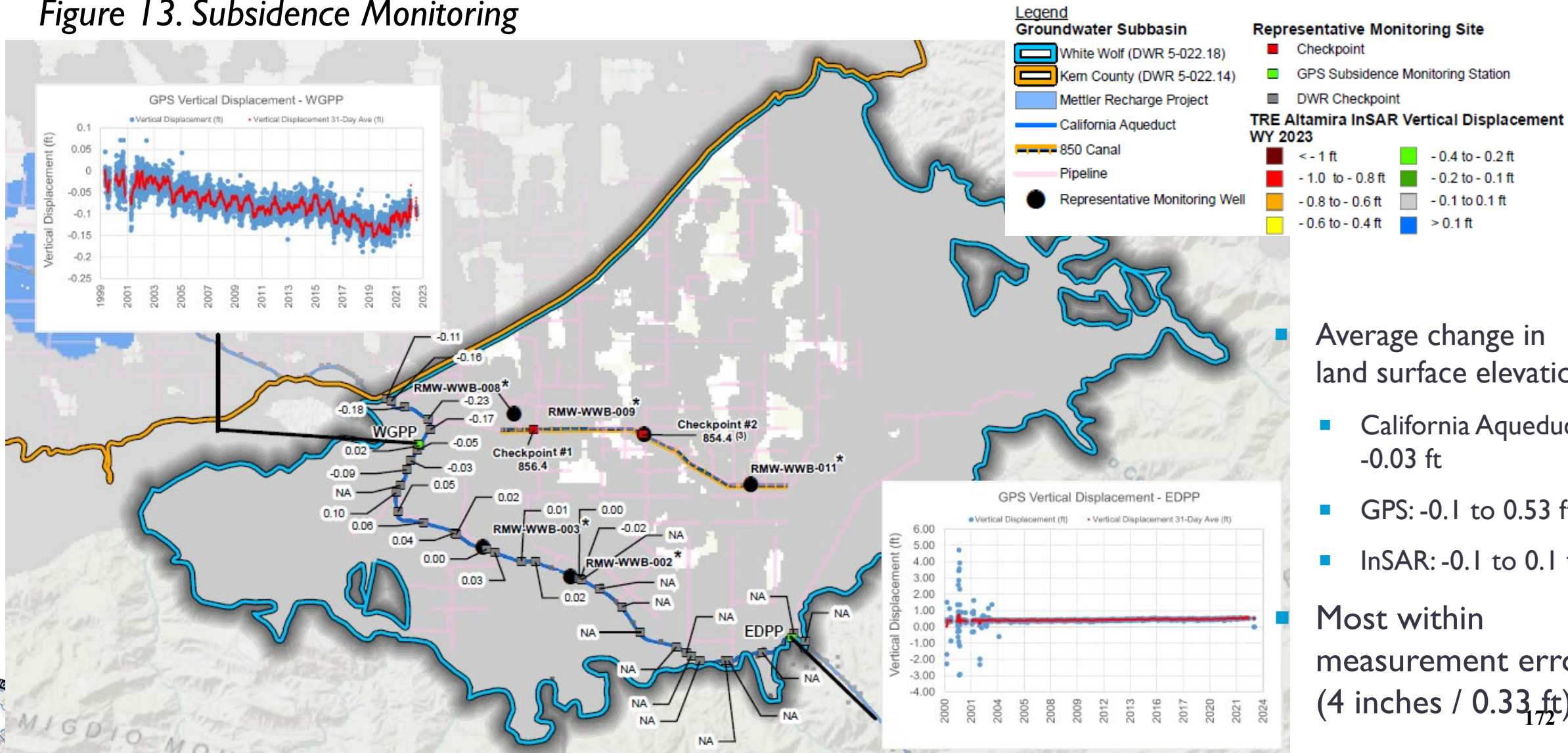
Notes:

(a) Trigger Thresholds (TT) are used in place of Interim Milestones.



LITTLE SUBSIDENCE MEASURED DURING WY 2023

Figure 13. Subsidence Monitoring



- Average change in land surface elevation:
 - California Aqueduct: -0.03 ft
 - GPS: -0.1 to 0.53 ft
 - InSAR: -0.1 to 0.1 ft
- Most within measurement error (4 inches / 0.33 ft)

PROGRESS TOWARDS INTERIM MILESTONES



Lowering
GW Levels

- Two wells exceeded (fell below) MTs in Fall 2022, only one well exceeded (fell below) MT in Spring 2023, with stable to increasing groundwater levels over the WY



Degraded
Quality

- All wells had constituent concentrations below MCLs and MTs



Land
Subsidence

- No specific SMCs set, minor average change in land surface elevation (within measurement error)



Surface Water
Depletion

- All wells remain above MTs

IMPLEMENTATION OF P/MAs

| PMA | Status | Progress | Observed Benefit |
|--|----------|--|---|
| #4 - Purchase Additional Surface Water Supplies | Active | In WY 2023, WRMWSD purchased an additional 145,000 AF for future surface water delivery in both the Kern County and White Wolf Subbasins | 15% of the 145,000 AF used in Kern; remainder to WW and Kern Fan Banking Projects |
| #5 - WRMWSD “Thru Delta” Facility | Planning | WRMWSD continued to fund the planning phase of the Delta Conveyance Project (DCP). | None; still in planning phase. |
| #8 - WRMWSD Mettler Recharge Project | Active | In WY 2023, received 11,077 AF via the 850 Canal. | 11,077 AF of applied water |
| #10 - AEWSD In-Lieu Banking Program | Planning | Successfully obtained grant funds | None; not funded in WY 2023 |
| #12 - AEWSD South Canal WRMWSD 850 Canal Intertie | Planning | Successfully obtained grant funds | None; not funded in WY 2023 |
| #14 - AEWSD Groundwater Subsidies for Land Conversion | Active | Applied for MLRP grant funds (not selected), provided financial incentives for landowner recharge | 771 AF of landowner recharge in WY 2023 |
| #15 - WRMWSD Land Retirement and/or Conversion | Active | Applied for MLRP grant funds (not selected), provided financial incentives for landowner recharge | 11,142 AF of landowner recharge in WY 2023 |
| #23 - AEWSD Groundwater Extraction Quantification Method | Active | Obtained Land IQ ET data, developed AEGFM-DST | Approved method to quantify the individual and aggregate groundwater extractions for annual reporting purposes. |
| #24 - WRMWSD Acreage Assessment | Planning | Approved Groundwater Service Charge (GWSC) | None; still under development in WY 2023 |



PROGRESS ON ADDRESSING DWR RECOMMENDED CORRECTIVE ACTIONS

- DWR approved White Wolf GSP on 26 October 2023
- Approval letter included four corrective actions
- Work addressing corrective actions will commence in WY 2024

Recommended Corrective Actions:

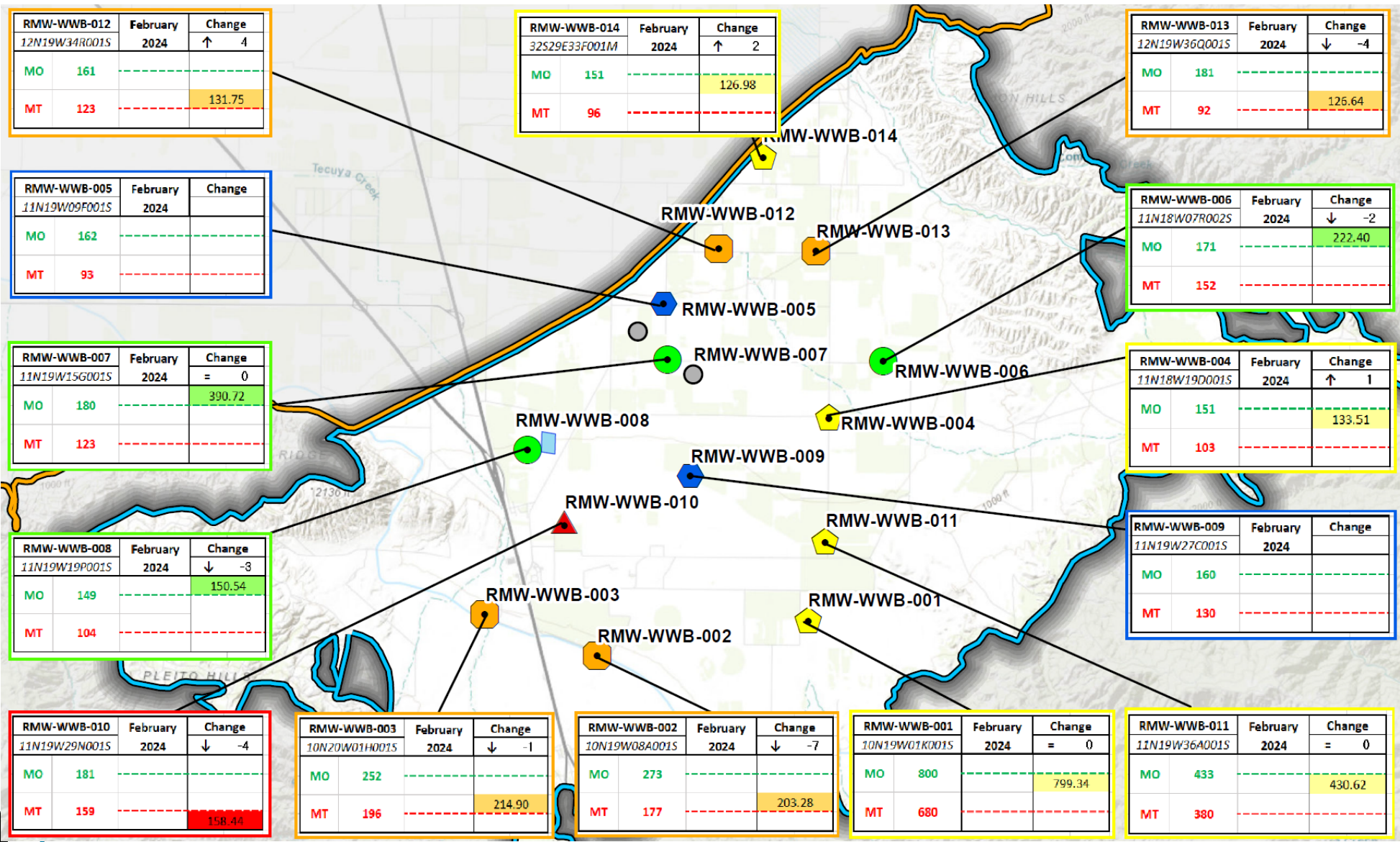
1. Develop and incorporate a projected water budget for the surface water system as required by the GSP Regulations.
2. Revise the sustainable management criteria to be based on seasonal low groundwater levels to ensure potential impacts to beneficial uses and users are considered.
3. Establish sustainable management criteria for land subsidence based on direct measurements of land elevation changes to assess and confirm that no significant and unreasonable land subsidence is occurring.
4. Expand the land subsidence monitoring network to provide sufficient coverage of the Subbasin. The GSA may consider the use of additional GPS stations, extensometers, or publicly available remote sensing data (e.g., InSAR) to expand the land subsidence monitoring network in the Subbasin.

RESPONSE TO NATURE ARTICLE

- Annual report will highlight the GSA is working to implement P/MAs, including recharge projects that will improve the declining water levels generally observed since 2015
- WY 2023 estimated groundwater storage increased substantially, and groundwater levels were stable to increasing over the water year
- Consideration for Board: request a “big check” ceremony with DWR for the SGMA Implementation Round 2 grant award?

UPDATE ON GSP IMPLEMENTATION ACTIVITIES

FEB. 2024 MEASUREMENTS COMPARED TO SMCs



Legend

Representative Monitoring Well Status as of February 2024

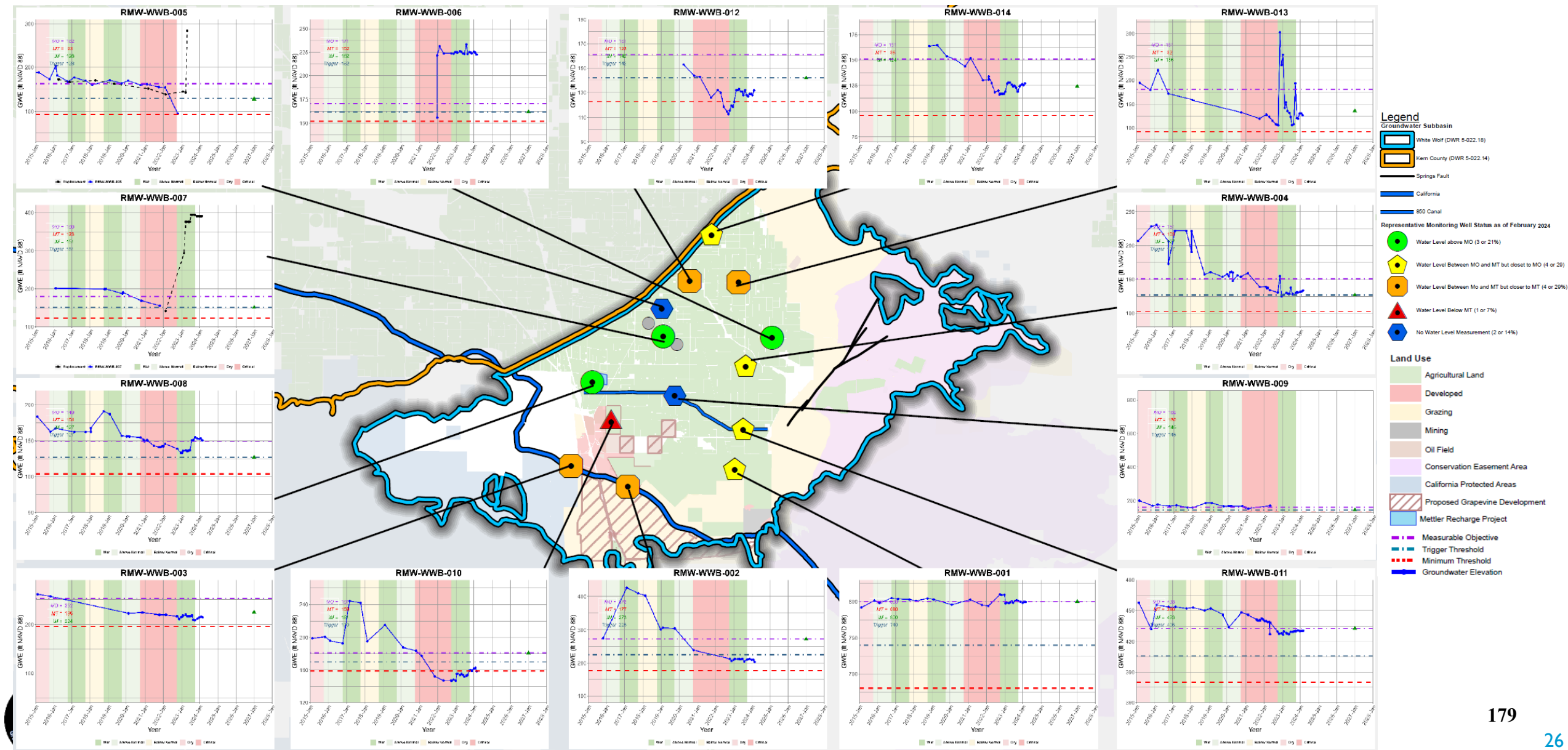
- Water Level above MO (3 or 21%)
- Water Level Between MO and MT but closer to MO (4 or 29%)
- Water Level Between MO and MT but closer to MT (4 or 29%)
- Water Level Below MT (1 or 7%)
- No Water Level Measurement (2 or 14%)
- Old RMW-WL

Mettler Recharge Project Groundwater Subbasin

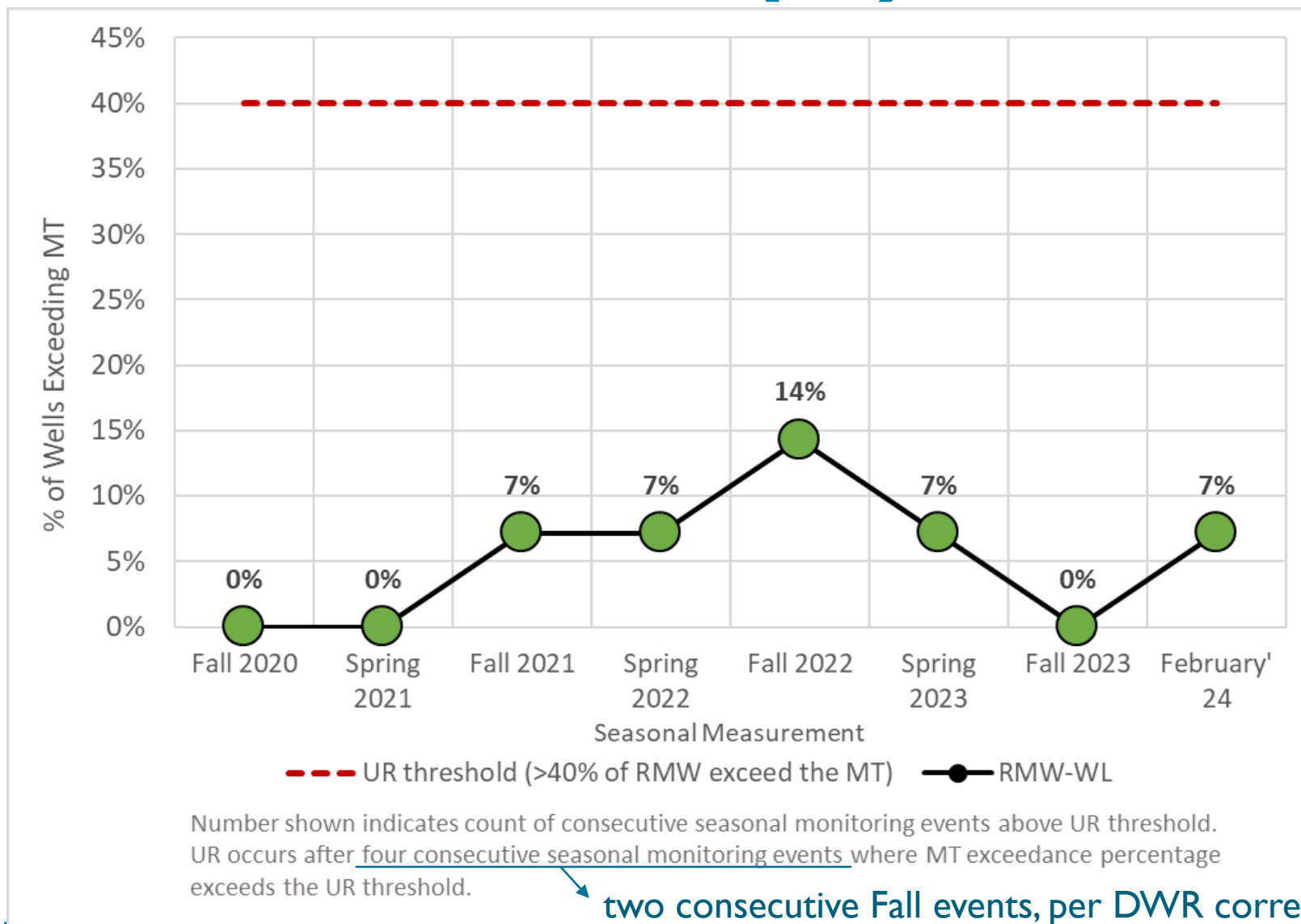
- White Wolf (DWR 5-022.18)
- Kern County (DWR 5-022.14)



RMW-WL HYDROGRAPHS



UNDESIRABLE RESULTS (UR) TRACKING



- WL UR not occurring
- Official “Spring” measurement is February or March
- If MT exceedance remains in March, will trigger investigation per MT exceedance policy



MONITORING WELL SITING UPDATE

- ✓ Well #1 – Replace RMW 009 on current APN /WVRM PB-I
- Well #2 – Replace RMW 005, near WWB boundary.
- Well #3 – Replace RMW 007
- For Well #2 and Well #3, exploring options, including:
 - Current APNs – private owner; AEWSD has initiated discussions
 - AEWSD pumping plants – investigating spatial limitations
 - Exploring other APNs / private landowners in the vicinity
- Final recommendation for locations will assess drill rig access, historical groundwater level trends, and ability to quantify cross-boundary flows.

