



REGULAR BOARD OF DIRECTORS MEETING

501 Taft Highway
Bakersfield, California

TUESDAY, July 18, 2023

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

12:00PM

CLOSED SESSION:

- A. Conference with Legal Counsel – Existing Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(1):
 - 1. SWRCB Kern River.
 - 2. Rosedale Rio Bravo Water Storage District, et al. v. Kern County Water Agency, et al. (CVC).
 - 3. Kern Delta Water District et al. v. Rosedale Rio Bravo Water Storage District, et al. (Onyx Ranch CEQA).
 - 4. Rosedale Rio Bravo Water Storage District v. Buena Vista Water Storage District, et al. (Onyx Ranch Water Rights).
 - 5. Bring Back the Kern, et al. v. City of Bakersfield, et al.
 - 6. Sierra Club v. California Department of Water Resources (Delta Conveyance Project Validation).
- B. Public Employee Performance Evaluation – Closed Session Pursuant to Gov. Code § 54957(b)(1) / 54957.6.
 - 1. Position: Water Resources Manager.
- C. Conference with Legal Counsel – Potential Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(2),(e)(1):
 - 1. One Matter.

REGULAR SESSION:

1:00PM

INTRODUCTION OF GUESTS AND PUBLIC

- I. **PUBLIC COMMENT** (Members of the public may address the Board of Directors on any matter not on the agenda, but absent extraordinary circumstances, the Board may not act on such matters. Members of the public may address items of interest that are listed on the agenda prior to the Board's decision on such items.)
- II. **CONSENT CALENDAR** (The Board will consider various non-controversial routine items and issues relating to matters which are of interest to the District. Any Board Member may request that any or all items be considered and acted upon independently of the others.)
 - A. Approval of Minutes from the Regular Board Meeting of June 20, 2023.
 - B. Approval of June/July District Construction and Water Banking Project(s) Disbursements.
 - C. Approval of June/July District Disbursements.

- III. BUSINESS AND FINANCE** (The Board will consider various items and issues relating to financial matters which are of interest to the District.)
- A. Business & Finance Committee Report – July 13, 2023.
 - i. Approval of June 2023 Financial Reports.
 - ii. District Quarterly Investment Review and Consideration of Recommended Action by the Business and Finance Committee.
- IV. OPERATIONS AND PROJECTS** (The Board will consider various items and issues relating to matters which have been, or will be, considered by committees of the Board and which are of interest to the District.)
- A. Operations and Projects Committee Report – July 4, 2023 (meeting canceled).
 - i. District Encroachment Permit Report.
 - ii. District Facility and Banking Maintenance Report.
 - iii. Pending Development Projects.
 - iv. Old River & Sunset Groundwater Banking Projects Update.
 - B. Consideration of an Agreement Between TBS Properties, LLC. et al. and Panama Buena Vista Union School District for the Future Relocation of the Randall Ditch.
- V. WATER RESOURCES REPORT** (The Board will consider various items and issues relating to the Kern River of interest to the District.)
- A. District Watermaster Report.
 - i. State Water Project – 100%.
 - ii. Kern River Runoff Forecast B120 – 382% A-J.
 - iii. 2023 Water Management.
 - B. Kern River Watermaster Report.
 - i. Isabella Dam Safety Remediation Report.
 - ii. WAKC Lunch – Kern River Watermaster Presentation, July 25.
 - C. District Groundwater Manager Report.
- VI. MANAGER'S REPORT** (The General Manager will discuss, and the Board will consider various items and issues relating to the ongoing and future operations of the District which are of interest to the Board)
- A. Verbal
 - i. SGMA Update.
 - B. External Agency Report.
 - C. Water Banking Projects Report.
- VII. ATTORNEY'S REPORT** (Legal Counsel will discuss, and the Board will consider items and issues of legal interest to the District.)
- A. Approval of Engagement Letter with McMurtrey, Hartsock, Worth and St. Lawrence.
 - B. 2023 District Election Update.
 - C. VAWC Legislative Update.
- VIII. BOARD MEMBER COMMENTS** (This item provides Board Members with an opportunity to make announcements or provide general comments.)
- IX. ADJOURN**

Requests for disability related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Madelyne Rodriguez at the District Office (661-834-4656). Please attempt to make such requests known at least 24 hours before the scheduled meeting. Pursuant to Government Code section 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the District, 501 Taft Highway, Bakersfield, CA.

Tab II





To: Kern Delta Water District Board of Directors

From: Steven Teglia – General Manager

Date: July 18, 2023

Re: Agenda Item II – Consent Calendar

RECOMMENDATION:

Approve items A through C listed under Agenda Item II – Consent Calendar.

DISCUSSION:

Consent Calendar items are non-controversial routine matters. Board Members may request that any or all items listed under the Consent Calendar be moved to the regular agenda to be discussed and voted on separately. Otherwise, all items will be approved through one motion and vote.

II A. Approval of Minutes from the Regular Board Meeting of June 20, 2023 (attached).

II B. Approval of June/July District Construction and Water Banking Project(s) Disbursements totaling \$409,170.80* (attached), recommended for approval by the Business and Finance Committee (*see July 13, 2023, Business and Finance Committee Minutes for additional detail*).

II C. Approval of June/July District Disbursements (attached) recommended for approval by the Business and Finance Committee (*see July 13, 2023, Business and Finance Committee Minutes for additional detail*).

**The Operations and Projects Committee did not meet on July 4, 2023. As a result the District Construction and Water Banking Project(s) Disbursements were reviewed by the Business and Finance Committee during their meeting on July 13, 2023.*



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

June 20, 2023

TUESDAY, June 20, 2023, 12:07PM– 3:23PM

DIRECTORS PRESENT: Palla, Mendonca, Tillema, Antongiovanni, Garone, Spitzer, Fanucchi, Borba, and Kaiser.

DIRECTORS ABSENT:

STAFF PRESENT: General Manager Teglia, Water Resources Manager Mulkay, Assistant General Manager Bellue, General Counsel Iger, Controller Duncan, Administrative Assistant Rodriguez, Hydrographer Hyatt, Groundwater Manager Marquez, and Assessor Thorne-Casey.

OTHERS PRESENT:

CLOSED SESSION DECLARED AT 12:07PM

President Palla called to order the Closed Session of the Kern Delta Board of Directors at 12:07PM regarding the following agenda items:

A. Conference with Legal Counsel – Existing Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(1):

1. SWRCB Kern River.
2. Rosedale Rio Bravo Water Storage District, et al. v. Kern County Water Agency, et al. (CVC).
3. Kern Delta Water District et al. v. Rosedale Rio Bravo Water Storage District et al. (Onyx Ranch CEQA).
4. Rosedale Rio Bravo Water Storage District v. Buena Vista Water Storage District, et al. (Onyx Ranch Water Rights).
5. Bring Back the Kern, et al. v. City of Bakersfield, et al.
6. Sierra Club v. California Department of Water Resources (Delta Conveyance Project Validation).

B. Conference with Legal Counsel – Potential Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(2),(e)(1):

1. One Matter.

Closed Session concluded at 1:34PM.

REGULAR SESSION DECLARED AT 1:38PM

President Palla called to order the Regular Session of the Kern Delta Board of Directors at 1:38PM.

Closed Session Report: District General Counsel Iger reported the following:

Item A: No reportable action.

Item B: No reportable action.

INTRODUCTION OF GUESTS AND PUBLIC

None.

I. PUBLIC COMMENT

None.

II. CONSENT CALENDAR

M/S/C (Mendonca/Garone) (yes-9, no-0): By unanimous vote, the Board approved and authorized items II A through II C of the Consent Calendar.

- A. Approval of Minutes from the Regular Board Meeting of June 6, 2023.
- B. Approval of the May/June District Construction and Water Banking Project(s) Disbursements.
- C. Approval of the May/June District Disbursements.

III. BUSINESS AND FINANCE

A. Business & Finance Committee Report – June 15, 2023: District Controller Duncan provided a report from the June Business & Finance Committee Meeting.

A(i). Approval of May 2023 Financial Reports: Mr. Duncan presented the May 2023 District and Water Banking Project(s) Financial Statements, Treasurer’s Reports, and District Delinquency Report.

M/S/C (Antongiovanni/Tillema) (yes-9, no-0): By unanimous vote, the Board approved the May 2023 District and Water Banking Project(s) Financial Statements, Treasurer’s Reports, and Delinquency Report as presented.

A(ii). District Investment Update: Staff provided a brief verbal update supplementing the information included in the Board packet regarding current District investments. It was noted that, per Board direction, the Business and Finance Committee will continue to evaluate District investments and act as appropriate to maximize returns in accordance with the District’s Investment Policy.

IV. OPERATIONS AND PROJECTS

A. - A(i-iv). Operations and Projects Committee – June 6, 2023: Assistant General Manager Bellue briefly reported on several items. Mr. Bellue’s update included District maintenance activities, recent encroachment permit requests, pending development projects impacting District facilities, and a status update related to the Old River and Sunset Groundwater Banking projects.

A(i)(a). Review and Approval of Encroachment Permit 2023-11 for a Footbridge on the Smith-Judd Canal: Staff provided a brief overview of an encroachment permit request from a property owner whose property is bisected by the Smith-Judd Canal in the vicinity of Gosford Road and Houghton Road. The request included the installation of a footbridge across the canal. Staff prepared a draft encroachment permit, which included provisions appropriate for the specific request, for the Board to consider.

M/S/C (Spitzer/Fanucchi (yes-9, no-0): By unanimous vote, the Board approved the encroachment permit as presented.

B. Approval of Contract 2023-06 with Lamont Fence Company for the Installation of Fencing and Gates Along the Perimeter of the Old River Groundwater Banking Project, in an amount not to exceed \$99,275 (Recommended by the Operations and Projects Committee): Following the completion of the Old River Groundwater Banking Project, staff prepared a fencing plan for the property. Lamont Fence Company provided the lowest cost quote to complete the fencing plan. Based on the above, staff and the Operations and Projects Committee recommended the Board approve the contract with Lamont Fence Company. This contract will be paid for through the District Banking Project.

M/S/C (Spitzer/Fanucchi (yes-9, no-0): By unanimous vote, the Board approved Contract 2023-06 with Lamont Fence Company for the installation of fencing and gates along the perimeter of the Old River Groundwater Banking Project, in an amount not to exceed \$99,275, as presented.

V. WATER RESOURCES REPORT

A. - A(i-iii). District Watermaster Report: Staff reviewed and discussed the water supplies of the District for the month of May and early June. Approximately 44,077 acre-feet of water was diverted in District during May. Staff also provided information related to current precipitation totals and future forecasts. It was also noted that the SWP allocation increased to 100%. The April through July Kern River runoff forecast, as provided in the Department of Water Resources B120 report, was 396% (352% for the Water Year).

B. - B(i). Kern River Watermaster Report: The June Kern River Watermaster Report and Isabella construction update was included in the Board packet. In addition, Mark Mulkay, the Kern River Watermaster provided a brief verbal update.

C. District Groundwater Manager Report: Groundwater Manager Marquez provided graphical information regarding depth to groundwater at various monitoring locations throughout the District.

VI. MANAGER'S REPORT

A. – A(i). General Manager Teglia provided a brief verbal report regarding local SGMA activities; the development of a customer portal to enhance the delivery of customer information; and a brief update on future meeting schedules. The Board was supportive of the development of the customer portal and the plan presented. It was noted that no Operations and Projects Committee or Board meeting will be held on July 4, 2023.

B. External Agency Report: Mr. Teglia provided verbal comments supplementing a memorandum included in the Board package which provided information on the meetings and activities of various external agencies. These agencies include, but are not limited to, the Kern County Water Agency (including the status of the Delta Conveyance Project and Contract Extension), Kern Fan Authority, Kern River Watershed Coalition Authority, Kern Groundwater Authority, Kern River Groundwater Sustainability Agency, the South Valley Water Resources Authority, the Water Association of Kern County, and the Integrated Regional Water Management Plan.

C. Water Banking Projects Report: Mr. Teglia provided verbal comments supplementing a memorandum included in the Board package which provided information on water banking project activity on the Kern Fan as well as District banking activities.

VII. ATTORNEY'S REPORT

A. VAWC Legislative Update: Mr. Iger provided the Board with a brief legislative update, including a reference to the VAWC Legislative Update which was included in the Board packet.

B. 2023 District Assessments Update: Mr. Iger and District Assessor Thorne-Casey provided the Board with a brief update regarding the status of collecting the 2023 District assessments.

VIII. BOARD MEMBER COMMENTS

IX. ADJOURNMENT:

There being no further business, President Palla adjourned the meeting at approximately 3:23PM.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Steven Teglia", written in a cursive style.

Steven Teglia, General Manager

Approved by Board,

A handwritten signature in black ink, appearing to read "Richard Tillema", written in a cursive style.

Richard Tillema, Board Secretary

KERN DELTA WATER BANKING PROGRAM DISBURSEMENTS
RECOMMENDED BY THE OPERATIONS & PROJECTS COMMITTEE
Tuesday, July 4, 2023

#	PAYEE	AMOUNT	CHECK
1	CROSS LANDLEVELING, IN Final Progress Payment (Retainage)	31,591.16	3667
2	PGE - KI8 Well Utilities	66.88	3668
3	PGE - AE4 Well Utilities	108.72	3669
4	PGE - KD1 Well Utilities	46.54	3670
5	PGE - KI7 Well Utilities	67.42	3671
6	PGE - AE3 Well Utilities	64.08	3672
7	PGE - KD2 Well Utilities	195.62	3673
8	PGE - FR3 Well Utilities	54.29	3674
9	PGE - AE2 Well Utilities	62.89	3675
10	K&J SERVICES Weed Control	2,625.00	3676
11	KCWA TRF 23-022	3,000.00	3677
12	PGE - ST1 Well Utilities	28.38	3678
13	PGE - KB3 Well Utilities	43.00	3679
14	PGE - BV3 Well Utilities	45.87	3680
15	PGE - FR2 Well Utilities	63.84	3681
16	PGE - KB4 Well Utilities	66.40	3682
17	PGE - KB1 Well Utilities	67.07	3683
18	PGE - BV2 Well Utilities	73.65	3684
19	PGE - BV5 Well Utilities	74.86	3685
20	PGE - BV4 Well Utilities	81.77	3686
21	PGE - KB6 Well Utilities	67.02	3687
TOTAL		38,494.46	

**The July 4th 2023 Operations and Projects Committee was canceled, the above will be reviewed at the July 13th, 2023 Business and Finance Committee meeting.*

**SUNSET WATER BANKING PROGRAM DISBURSEMENTS
RECOMMENDED BY THE OPERATIONS & PROJECTS COMMITTEE**

Tuesday, July 4, 2023

#	PAYEE		AMOUNT	CHECK
1	PACIFIC PREMIER BANK	Retainage	13,823.04	26
2	SPECIALTY CONSTRUCTION, INC.	Progress Payment 5,6,7	262,637.80	27
3	PACIFIC PREMIER BANK	Retainage	4,710.77	28
4	SPECIALTY CONSTRUCTION, INC.	Progress Payment 8	89,504.73	29
		TOTAL	370,676.34	

KERN DELTA WATER DISTRICT
DISBURSEMENTS RECOMMENDED BY THE BUSINESS AND FINANCE COMMITTEE
Thursday, July 13, 2023

JUNE 2023 SUB TOTAL \$ 244,687.83

# PAYEE	AMOUNT	CHECK
1 Advanced Distribution - Side Light #226	94.42	46629
2 B&B Surplus, Inc. - Metal	245.29	46630
3 Battery Systems, Inc. - Battery #T3	144.86	46631
4 Central Valley Software - Storm Portal	8,750.00	46632
5 Christensen, Inc. - Fuel	10,781.29	46633
6 City Of Bakersfield - 22-23 Share Of Snow Survey	2,800.00	46634
7 Cox, Castle & Nicholson Llp - Professional Services	413.00	46635
8 Daniels Tire Service - Spare Tires, Flat Repair #330	2,565.48	46636
9 Ellison, Schneider & Harris L.L.P. - Professional Services	3,369.00	46637
10 Frank And Sons Auto Glass - Front Window #226	475.00	46638
11 Home Depot Credit Services - Canal Supplies	66.28	46639
12 Jim Burke Ford - Oil Filters	425.03	46640
13 Kern County Recorder - Redemptions 06/20/2023	100.00	46641
14 Kern County Water Agency - State Water 2nd Installment (edited)	200,695.62	46642
15 Kern Machinery - Tool	36.10	46643
16 Marcom Group - Website Hosting	95.00	46644
17 O'reilly Auto Parts - Washer Fluid	42.74	46645
18 Pacific Gas & Electric - 05/12/23-06/10/23 Office	1,839.15	46646
19 Pacific Gas & Electric - 05/12/23-06/10/23 Shop	39.63	46647
20 Principal Life Insurance - 07/01/23-07/31/23	5,476.52	46648
21 Progressive Technology, Inc. - Phone Service, It Support	1,726.51	46649
22 Quinn - Hood Shocks, Bushings, Spring #404	3,140.55	46650
23 Reliable Janitorial - Cleaning Service	1,185.00	46651
24 Sparkle Textile Rental Service - Uniforms, Towels, Mats	2,327.04	46652
25 Spectrum - Internet Service	377.69	46653
26 Stinson Stationers - Office Supplies	323.95	46654
27 Sweeping Corp Of America - Parkinglot Maintenance	420.00	46655
28 Target Specialty Products - Torpedo, Cheetah, Alligare	54,121.18	46656
29 Thomson International Inc. - Reimburse 2019 Credit On Acct 2396	1,475.86	46657
30 Verizon - Cell Service	666.11	46658
31 Verizon Connect - Gps Service	178.45	46659
32 Sterling Admin - HRA Funding	19,440.00	Wire
33 Payroll #13	77,999.07	Wire
34 EFT-IRS P/R #13	25,426.32	Wire
35 Edd-State P/R #13	4,683.20	Wire
36 CASDU	363.22	Wire
37 Payroll People #13	176.45	Wire
38 Lincoln Life - Retirement Program	13,238.05	Wire
39 Lincoln Life - Deferred Comp.	2,979.45	Wire
40 Empower - Deferred Comp.	1,715.00	Wire
JUNE 2023 TOTAL		695,105.34

# PAYEE	AMOUNT	CHECK
1 A-1 Answering Service - Answering Service	918.98	46660
2 Abate-A-Weed - Weed Control	2,700.00	46661
3 American Hydro - Lawn Maintenance	325.00	46662
4 Baron's Auto Parts, Inc. - Belt #T3	16.55	46663
5 Brown Armstrong Accountancy Corp. - 2022 Audit Progress 4	4,200.00	46664
6 Carquest, Inc. - Tire Patches #218	19.29	46665
7 Christensen, Inc. - Fuel	10,006.40	46666
8 Down's Equipment, Inc. - Long Reach Rental	10,721.38	46667
9 Greenfield County Water Dist. - Office Utilities	206.44	46668
10 H&S Hose & Supply, Inc. - Hose	309.48	46669
11 Jim Burke Ford - Antifreeze	590.62	46670
12 K.C. Public Health Services - Permit/Fees	1,019.00	46671
13 Auditor-Controller - 2023-2024 Lafco Operating Rec.	4,214.00	46672
14 Kern County Recorder - Redemptions 07/18/2023	280.00	46673
15 Kern Delta Water Banking Project - 2023 3rd Qtr Cvc	75,138.25	46674
16 Lowe's Business Account - Canal Supplies	218.88	46675
17 McMurtrey, Hartsock, Worth, Et Al. - Professional Services	12,551.00	46676
18 O'reilly Auto Parts - Brakes #217	107.31	46677
19 Pacific Gas & Electric - 05/26/23-06/26/23 Lights	12.66	46678
20 Price Disposal - Waste Removal	17.84	46679
21 Price Disposal - Reissue Lost Check	15.05	46680
22 Progressive Technology, Inc. - It Support	1,799.45	46681
23 Rancho Tree Service - Tree Removal	2,500.00	46682
24 Reliable Janitorial - Cleaning Service	1,185.00	46683
25 Rick Redfeairn - Reimburse 2023 Sa Overpayment	39.10	46684
26 Sweeping Corp Of America - Parkinglot Maintenance	420.00	46685
27 The Law Offices Of Young Wooldridge - Kern River Watermaster Trust Cont. 2023	7,000.00	46686
28 United Ag Benefit Trust - 08/2023 Medical Premium	29,904.72	46687
29 Westcoast Hydraulics, Inc. - Hydraulic Hose #403	64.03	46688
30 Zenith Insurance Company - Installment 3	7,246.00	46689
31 Payroll #14	77,967.28	Wire
32 EFT-IRS P/R #14	25,462.69	Wire
33 Edd-State P/R #14	4,690.97	Wire
34 CASDU	363.22	Wire
35 Payroll People #14	173.10	Wire
36 Lincoln Life - Retirement Program	12,924.43	Wire
37 Lincoln Life - Deferred Comp.	2,979.45	Wire
38 Empower - Deferred Comp.	1,715.00	Wire
39 Centralize Hr - Admin Fee	1,895.00	Wire
JULY 2023 SUBTOTAL		301,917.57

KERN DELTA WATER DISTRICT

Payee	Reason	July 2023 Estimated
ABATE-A-WEED	contract weed control	1,350.00
ADVANCED DIST.	truck maintenance/repair	200.00
AG SPRAY EQUIPMENT	spray parts	350.00
AMERICAN HYDROTECH	lawn service	325.00
B & B SURPLUS	canal maintenance materials	250.00
BATTERY SYSTEMS	vehicle maintenance	150.00
BLUE PRINT SERVICE CO.	blue prints	50.00
BROWN ARMSTRONG	professional services	2,000.00
CARQUEST	brake fluid, lube	150.00
CHRISTENSEN/(Amerifuel)	gas/diesel fuel	11,000.00
CITIZENS CARDMEMBER SERV	misc expenses	5,000.00
COUNTRY TIRE	vehicle tires	500.00
COX, CASTLE & NICHOLSON LLP	professional services	50.00
DANIELS TIRE SERVICE	vehicle tires/repair	500.00
ELLISON, SCHNEIDER & HARRIS	professional services	1,000.00
EMPOWER	deferred comp contributions	1,715.00
FRANK & SONS AUTO GLASS	vehicle repair parts	350.00
GRAINGER	safety materials	150.00
HALL LETTER SHOP	mass mailing service	300.00
HOME DEPOT	maintenance materials	75.00
JERRY & KEITH'S	truck maintenance/repair	150.00
JIM BURKE	truck maintenance/repair	425.00
K.C. WASTE (PUBLIC WORKS)	dumping	2,500.00
KERN COUNTY RECORDER	lien redemption	240.00
LINCOLN FINANCIAL	pension/deferred comp contributions	15,913.37
MARCOM GROUP	district web site support	95.00
NORTH KERN WSD	watermaster/weather modification	11,000.00
O'REILLY AUTO PARTS	vehicle repair parts	75.00
P.G.&E.	district office utilities	1,950.00
PRINCIPAL LIFE INS.	dental/vision/life insurance premium	4,985.00
PROGRESSIVE TECH.	IT and computer system support	450.00
QUINN	heavy equipment parts/repair	1,500.00
RELIABLE JANITORIAL	janitor service	1,185.00
SCHWEBEL PETROLEUM	oil/lubricants	500.00
SPARKLE	uniform/laundry service	2,200.00
SPECTRUM	internet access	377.69
STEPHEN SMITH WEED CONTROL	weed control spraying service	3,500.00
STERLING ADMINISTRATION	medical insurance - annual fees	125.00
STINSON'S	office supplies	330.00
SWEEPING CORP OF AMERICA	office maintenance	420.00
TARGET	weed control chemicals	121,350.00
VERIZON	cell phones and service	845.00
WESTAIR	welding supplies	200.00
WHITE CAP	maintenance peripherals	500.00
		<u>196,281.06</u>

Tab III





BUSINESS & FINANCE COMMITTEE MEETING

**501 Taft Highway
Bakersfield, CA**

**THURSDAY July 13, 2023
10:00AM**

A G E N D A

- 1. Call to order**
- 2. Public Comment Period**
- 3. Approve Minutes of June 15, 2023, Business & Finance Committee Meeting**
- 4. Financial Reports and Disbursements:**
 - a. Approve June and July District and Banking Project(s) Disbursements
 - b. Approve June 2023 Financial Reports
- 5. District Controller's Report:**
 - a. Annual Audit of District Financials – Verbal Update
 - b. 2024 Budget – First Draft
 - c. Quarterly Investment Review
- 6. Committee Comments**
- 7. Adjourn**

A handwritten signature in black ink, appearing to read "Bryan Duncan", with a long horizontal line extending to the right.

**Bryan Duncan
District Controller**

**Posted: Monday, July 10, 2023
Bakersfield, California**

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MINUTES OF THE BUSINESS & FINANCE COMMITTEE
Thursday, July 13, 2023

DIRECTORS PRESENT: Antongiovanni, Tillema, Garone, and Kaiser

OTHERS PRESENT: From KDWD: General Manager Teglia, Assistant General Manager Bellue, Controller Duncan, General Counsel Iger, Water Resources Manager Mulkay, and Administrative Assistant Rodriguez.

1. **CALL TO ORDER**

Director Antongiovanni called the meeting to order at 10:02 A.M.

2. **PUBLIC COMMENTS**

None.

3. **APPROVAL OF PREVIOUS COMMITTEE MEETING MINUTES**

- a. **M/S/C (Kaiser, Garone) (yes – 4, no – 0):** The Business & Finance Committee approved the minutes of the Business & Finance Committee meeting held on June 15, 2023, as presented.

4. **FINANCIAL REPORTS AND DISBURSEMENTS**

- a.-b. Approval of June 2023 and July 2023 Disbursements and June 2023 Financial Reports.

M/S/C (Tillema/Kaiser) (yes – 4, no – 0): The Business & Finance Committee recommends the Board approve the June 2023 and July 2023 District Disbursements, the July 2023 Water Banking Projects' Disbursements, the anticipated July 2023 end of month Disbursements, and the June 2023 District and Water Banking Projects' Financial Statements, Treasurer's Reports, and Delinquency Report as presented.

5. **DISTRICT CONTROLLER'S REPORT**

- a. Staff provided a verbal update of the status of the annual audit of the District's financial statements for the year ended December 31, 2022.
- b. Staff presented a draft of the District's 2024 Budget for discussion. The committee requested copies of the draft for their review and will make recommendations as needed prior to the next committee meeting.
- c. Staff presented the District's Quarterly Investment Review.

M/S/C (Garone/Kaiser) (yes – 4, no – 0): The Business & Finance Committee recommends that \$4,000,000 be transferred to the District from the Banking Project's Take/Put Fees reserve and that the District invest these funds in US Treasuries in the following manner: \$2,000,000 with a target maturity in January/February of 2025; \$2,000,000 with a target maturity of April/May 2025; and direct the \$1,000,000 District investment which matures as of July 13, 2023 to the JP Morgan fund.

6. **DIRECTORS' COMMENTS**

None.

7. **ADJOURN**

Director Antongiovanni adjourned the meeting at 11:45 A.M.

Respectfully submitted,

Kevin Antongiovanni – Chair

**Kern Delta Water District
Balance Sheet
As of June 30, 2023**

	<u>06/30/2023</u>	<u>05/31/2023</u>	<u>Month-to-Month Variance</u>
Assets			
Current Assets			
Cash & Cash Equivalents	20,708,008	21,465,368	(757,361)
Accounts Receivable	884,925	1,011,322	(126,395)
Inventory & Prepaid Expenses	383,744	406,244	(22,501)
Total Current Assets	<u>21,976,677</u>	<u>22,882,934</u>	<u>(906,257)</u>
Net Fixed Assets			
Fixed Assets			
District Structures, Rights of Way	18,056,788	18,056,788	0
CVC Expansion	8,776,667	8,776,668	0
Machinery & Equipment	3,123,288	3,115,287	8,000
Fixed Assets	<u>29,956,743</u>	<u>29,948,743</u>	<u>8,000</u>
Less Accumulated Depreciation	<u>(7,857,496)</u>	<u>(7,808,496)</u>	<u>(49,000)</u>
Net Fixed Assets	<u>22,099,247</u>	<u>22,140,247</u>	<u>(41,000)</u>
Investment in Joint Powers Authority	<u>7,922</u>	<u>7,922</u>	<u>0</u>
Investment in Banking Project	<u>9,527,537</u>	<u>9,527,537</u>	<u>0</u>
Investment in Sunset Banking Program	<u>1,615,591</u>	<u>1,615,591</u>	<u>0</u>
Total Assets	<u>55,226,974</u>	<u>56,174,231</u>	<u>(947,257)</u>
Liabilities & Equity			
Current Liabilities			
Accounts Payable	160,647	234,415	(73,769)
Deposits Held for Others	107,552	107,553	0
Other Liabilities	200,617	199,835	782
Total Current Liabilities	<u>468,816</u>	<u>541,803</u>	<u>(72,987)</u>
Long Term Liabilities			
Bonds & COP Debt	3,565,000	3,565,000	0
Bonds Premium & Costs	113,548	113,548	0
Total Long Term Liabilities	<u>3,678,548</u>	<u>3,678,548</u>	<u>0</u>
Equity From Past Years	51,884,421	51,884,421	0
Accumulated Equity - Current Year	<u>(804,811)</u>	<u>69,459</u>	<u>(874,270)</u>
Total Liabilities & Equity	<u>55,226,974</u>	<u>56,174,231</u>	<u>(947,257)</u>

Kern Delta Water District
Cash Variance Analysis
June 30, 2023

Cash Received:

Accounts Receivable Collections	968,440
Share of Property Tax Receipts	87,347
Interest Received	4,197
	<u>1,059,984</u>

Cash Disbursed:

KCWA - State Water Project 2nd Installment 2023	(1,250,501)
Disbursements for Goods and Services:	
City of Bakersfield - 1st Qtr 2023 Isabella Accounting	(111,926)
Medical/Dental Monthly Insurance Premiums	(57,140)
Target - Weed Chemicals	(54,121)
Professional Services	(28,333)
Diesel/Gas for Fleet	(21,810)
Other Disbursements	(49,223)
	<u>(1,573,055)</u>
Payrolls Paid	(255,397)
	<u>(1,828,451)</u>

Positive/(Negative) Cash Variance Before FMV Adjustment

(768,468)

FMV Adjustment to Kern County Funds

11,107

Adjusted Positive/(Negative) Cash Variance

(757,361)

Kern Delta Water District
Accounts Receivable Variance Analysis
June 30, 2023

Revenue Added to Accounts:

Water Sales - Utility Water	646,969
Interest Receivable	14,443
Seepage Revenue	179,385
Other Misc Revenues:	
Penalties/Interest/Adjustments	747
Misc Leases and Rentals	500
	<hr/>
	842,044
	<hr/>

Cash Received:

Water Payments	(576,509)
Misc Payments	(46,181)
Assessments Payments	(345,750)
	<hr/>
	(968,440)

Interest Payments	-
	<hr/>
	(968,440)
	<hr/>

Net positive/(negative) variance	<div>(126,395)</div>
---	-----------------------------

Kern Delta Water District
Inventory/Prepays Variance Analysis
June 30, 2023

Additions to Accounts:

Weed Control Chemicals Purchased	54,121
Prepaid Additions	26,686
	<hr/>
	80,807

Usage/Amortization:

Chemicals Consumed During Month	(79,991)
Amortization of Prepaid Accounts	(23,317)
	<hr/>
	(103,308)

Net positive/(negative) variance	(22,501)
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**Kern Delta Water District
Statement of Operating Results
Through the Period Ended June 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>YTD as %age of Budget (Target is 50%)</u>	<u>Budget Remaining</u>
REVENUE					
State Water Sales	0	0	1,105,543	0 %	(1,105,543)
Utility Water Sales	646,969	1,724,124	3,214,296	54 %	(1,490,172)
Seepage Revenue	179,385	385,923	750,000	51 %	(364,077)
Equalization	0	9,046	9,198	98 %	(153)
Assessments	0	997,436	1,006,879	99 %	(9,442)
Share of County Property Tax	87,348	2,555,199	6,085,317	42 %	(3,530,119)
Interest Revenue	18,638	113,683	208,045	55 %	(94,362)
Other Revenue	1,248	66,234	250,000	26 %	(183,765)
Water Transfer Charges	0	422,706	835,400	51 %	(412,694)
Expense Reimb From Banking	0	0	150,000	0 %	(150,000)
Total Revenue	<u>933,588</u>	<u>6,274,351</u>	<u>13,614,678</u>	<u>46 %</u>	<u>(7,340,327)</u>
EXPENDITURES					
Source of Supply					
State Water Costs	1,279,951	3,444,233	3,500,000	98 %	(55,767)
Exchange Fees	0	1,400	68,850	2 %	(67,450)
Watermaster, City, Isabella	9,800	170,610	435,400	39 %	(264,790)
Grower Recharge Program Costs	0	0	0	0 %	0
Miscellaneous Source Costs	6,732	39,590	731,000	5 %	(691,410)
Total Source of Supply	<u>1,296,483</u>	<u>3,655,834</u>	<u>4,735,250</u>	<u>77 %</u>	<u>(1,079,417)</u>
Transmission and Distribution					
Labor	236,086	1,392,085	2,866,402	49 %	(1,474,317)
Employee Benefits	84,171	499,413	990,269	50 %	(490,856)
Maintenance & Repairs	128,398	629,854	1,484,564	42 %	(854,710)
Total Transmission and Distribution	<u>448,655</u>	<u>2,521,352</u>	<u>5,341,235</u>	<u>47 %</u>	<u>(2,819,883)</u>
Administrative & Other Costs					
Engineering Consultants	0	0	50,000	0 %	(50,000)
Legal Expense	0	0	10,000	0 %	(10,000)
Special Legal/Engineering	16,333	155,129	500,000	31 %	(344,871)
Office Operations	29,964	188,997	357,407	53 %	(168,410)
Insurance	14,712	92,413	173,426	53 %	(81,013)
Special Expenses	(36,182)	275,436	811,000	34 %	(535,564)
Kern River GSA & SGMA	0	(5,492)	300,000	(2) %	(305,492)
Construction Expense - Peripheral	0	2,069	0	0 %	2,069
Bond Interest Expense	0	63,229	115,439	55 %	(52,210)
FMV Adjustment	(11,107)	(162,987)	0	0 %	(162,987)
Depreciation	49,000	293,182	0	0 %	293,182
Total Administrative & Other	<u>62,720</u>	<u>901,976</u>	<u>2,317,272</u>	<u>39 %</u>	<u>(1,415,296)</u>
Total Expenses	<u>1,807,858</u>	<u>7,079,162</u>	<u>12,393,757</u>	<u>57 %</u>	<u>(5,314,596)</u>
Net Fav/(Unfav) Operating Results	<u>(874,270)</u>	<u>(804,811)</u>	<u>1,220,921</u>	<u>(66) %</u>	<u>(2,025,732)</u>

KERN DELTA WATER DISTRICT
Labor and Benefits Tracker
2023

Actual Cost	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL 2023
Wages & Salaries	226,257	208,113	237,284	229,431	254,914	236,086							1,392,085
Payroll Taxes - Employer Paid	16,995	15,642	17,829	17,241	19,182	17,742							104,631
Medical/Dental/Vision - Cost	35,169	33,071	31,935	40,637	33,905	37,110							211,827
Medical/Dental/Vision - Employee Withheld	(4,465)	(4,028)	(4,551)	(4,436)	(4,515)	(4,528)							(26,523)
Vacation Accrual - Incr/(Decr)	639	6,504	1,324	(430)	14,812	782							23,631
Workers' Comp Insurance	6,077	6,077	6,077	6,077	6,393	6,393							37,094
Life/LTD/AD&D	1,525	1,526	1,778	1,583	1,509	1,803							9,724
Retirement Plan	21,013	19,546	21,680	20,802	22,984	21,727							127,752
Uniforms and Other Benefits	2,040	744	1,555	1,643	2,154	3,141							11,277
Total Benefits	78,993	79,082	77,627	83,116	96,425	84,170	-	-	-	-	-	-	499,413
Total Labor and Benefits	305,250	287,195	314,911	312,547	351,339	320,256	-	-	-	-	-	-	1,891,498

Budgeted Cost													
Wages & Salaries	237,051	214,857	237,877	230,422	246,721	238,199							1,405,127
Payroll Taxes - Employer Paid	18,134	16,436	18,197	17,627	18,874	18,222							107,490
Medical/Dental/Vision - Cost	35,945	35,945	35,945	35,945	35,945	35,945							215,670
Medical/Dental/Vision - Employee Withheld	(5,222)	(5,222)	(5,222)	(5,222)	(5,222)	(5,222)							(31,330)
Vacation Accrual - Incr/(Decr)	-	-	-	-	-	-							-
Workers' Comp Insurance	6,078	6,078	6,078	6,078	6,382	6,382							37,076
Life/LTD/AD&D	1,500	1,500	1,500	1,500	1,500	1,500							9,000
Retirement Plan	22,381	20,537	23,016	22,562	24,116	23,567							136,179
Uniforms and Other Benefits	1,715	1,715	2,715	1,715	1,715	1,715							11,290
Total Benefits	80,531	76,989	82,229	80,205	83,310	82,109	-	-	-	-	-	-	485,375
Total Labor and Benefits	317,582	291,846	320,106	310,627	330,031	320,308	-	-	-	-	-	-	1,890,502

Budget vs Actual Variance - Fav/(Unfav)													
Wages & Salaries	10,794	6,744	593	992	(8,193)	2,113	-	-	-	-	-	-	13,043
Payroll Taxes - Employer Paid	1,139	794	368	386	(308)	480	-	-	-	-	-	-	2,859
Medical/Dental/Vision - Cost	776	2,874	4,010	(4,692)	2,040	(1,165)	-	-	-	-	-	-	3,843
Medical/Dental/Vision - Employee Withheld	(757)	(1,194)	(671)	(786)	(707)	(694)	-	-	-	-	-	-	(4,807)
Vacation Accrual - Incr/(Decr)	(639)	(6,504)	(1,324)	430	(14,812)	(782)	-	-	-	-	-	-	(23,631)
Workers' Comp Insurance	1	1	1	1	(11)	(11)	-	-	-	-	-	-	(18)
Life/LTD/AD&D	(25)	(26)	(278)	(83)	(9)	(303)	-	-	-	-	-	-	(724)
Retirement Plan	1,368	991	1,336	1,760	1,132	1,840	-	-	-	-	-	-	8,427
Uniforms and Other Benefits	(325)	971	1,160	72	(439)	(1,426)	-	-	-	-	-	-	13
Total Benefits	1,538	(2,093)	4,603	(2,911)	(13,114)	(2,061)	-	-	-	-	-	-	(14,038)
Total Labor and Benefits	12,332	4,651	5,196	(1,920)	(21,307)	52	-	-	-	-	-	-	(996)

KERN DELTA WATER DISTRICT

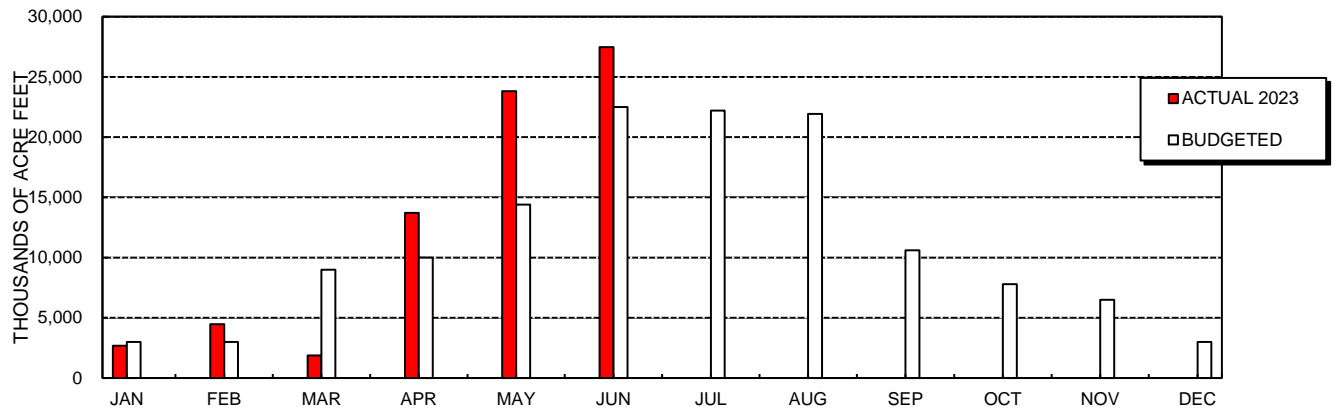
TREASURER'S REPORT

June 2023

	2023	2022	2021	2020
Cash & Securities on hand - June 1, 2023	\$ 21,471,573	\$ 21,967,200	\$ 22,464,367	\$ 21,540,817
Add: June receipts	1,871,090	957,157	857,194	1,168,186
Less: June disbursements	(2,634,656)	(1,024,852)	(1,038,927)	(1,147,095)
Cash & Securities on hand - June 30, 2023	\$ 20,708,008	\$ 21,899,505	\$ 22,282,634	\$ 21,561,908
Petty Cash \$ 500				
Citizens Business Bank 554,618				
Kern County Treasury 1,535,746				
JP Morgan Money Market 1,067,944				
LPL Financial 17,549,199				
\$ 20,708,008				
Restricted Reserves:				
Restricted Reserve Fund - Water Resources Manager	\$ (267,500)	\$ (300,000)	\$ (300,000)	\$ (300,000)
Unrestricted Reserves:				
Pipeline Maintenance	(216,912)	(216,912)	(213,845)	(213,845)
Water Rights Protection & Litigation Reserve	(3,168,358)	(2,718,358)	(2,732,297)	(3,174,936)
2015-A COP Reserve Fund	(3,565,000)	(4,015,000)	(4,015,000)	(4,230,000)
Operating Reserve	(5,000,000)	(5,000,000)	(5,000,000)	(5,000,000)
Capital Reserve	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)
Groundwater Program Reserve	(3,500,000)	(3,500,000)	(3,500,000)	(3,500,000)
Total Reserves	\$ (17,717,771)	\$ (17,750,270)	\$ (17,761,142)	\$ (18,418,781)
Cash Available - June 30, 2023	\$ 2,990,237	\$ 4,149,235	\$ 4,521,492	\$ 3,143,127

**Kern Delta Water District
Monthly Water Sales Volume
in Acre Feet**

	2022	2023										
	Actual (Accum- ulated)	Budgeted		Actual								
		Monthly	(Accum- ulated)	Monthly				Accumulated				% of Budget
				Utility	State	Contracts	Total	Utility	State	Contracts	Total	
JAN	1,617	3,000	3,000	2,560	0	112	2,672	2,560	0	112	2,672	89%
FEB	6,341	3,000	6,000	4,178	0	298	4,477	6,738	0	411	7,149	119%
MAR	13,072	9,000	15,000	1,727	0	146	1,873	8,465	0	557	9,022	60%
APR	21,034	10,000	25,000	13,584	0	119	13,703	22,049	0	676	22,725	91%
MAY	33,412	14,400	39,400	23,259	0	554	23,814	45,308	0	1,230	46,539	118%
JUN	44,588	22,500	61,900	27,010	0	458	27,468	72,318	0	1,689	74,007	120%
JUL	53,801	22,200	84,100									
AUG	60,468	21,929	106,029									
SEP	66,341	10,600	116,629									
OCT	67,924	7,800	124,429									
NOV	69,652	6,500	130,929									
DEC	70,429	3,000	133,929									



KERN DELTA WATER DISTRICT

Aged Accounts Receivable

Past Due Accounts

July 18, 2023

Account	Name	0-30 Days	31-60 Days	61-90 Days	Over 90 Days	Total Past Due
3861	Vanden Berge Dairy	122.27	-	-	-	122.27
4511	Samra, Sukhmander & Karamjeet	221.45	-	-	-	221.45
5091	Brancato Farms/Almonds	169.79	-	-	-	169.79
5196	Hernandez, Alfredo	410.71	-	-	-	410.71
	OTHER	507.62	120.93	0.95	63.04	692.54
		1,431.84	120.93	0.95	63.04	1,616.76

Kern Delta Water Banking Project
Balance Sheet
As of June 30, 2023

	<u>06/30/2023</u>	<u>05/31/2023</u>	<u>Month-to-Month Variance</u>
Total Assets			
Current Assets			
Cash & Cash Equivalents	9,633,482	7,584,056	2,049,426
Due From MWD	0	2,451,334	(2,451,334)
Due From SBVMWD	627,671	627,672	0
Interest Receivable	13,593	0	13,593
Other Receivables	150,277	0	150,276
Inventory and Prepaids	77,845	99,848	(22,003)
Total Current Assets	<u>10,502,868</u>	<u>10,762,910</u>	<u>(260,042)</u>
Fixed Assets			
All Structures	64,521,884	64,490,293	31,591
Machinery and Equipment	598,824	598,823	0
Less Accumulated Depreciation	<u>(12,654,254)</u>	<u>(12,597,754)</u>	<u>(56,500)</u>
Fixed Assets Net of Depreciation	<u>52,466,454</u>	<u>52,491,362</u>	<u>(24,909)</u>
Other Assets			
Investment in Sunset Banking Project	1,615,590	1,615,591	0
Total Other Assets	<u>1,615,590</u>	<u>1,615,591</u>	<u>0</u>
Total Assets	<u>64,584,912</u>	<u>64,869,863</u>	<u>(284,951)</u>
Total Liabilities & Equity			
Current Liabilities			
Accounts Payable	0	5,245	(5,245)
Total Current Liabilities	<u>0</u>	<u>5,245</u>	<u>(5,245)</u>
Equity			
Capital Contributions From KDWD	9,527,537	9,527,537	0
Equity From Past Years	55,840,112	55,840,113	0
Accumulative Equity - Current Year	<u>(782,737)</u>	<u>(503,032)</u>	<u>(279,706)</u>
Total Equity	<u>64,584,912</u>	<u>64,864,618</u>	<u>(279,706)</u>
Total Liabilities & Equity	<u>64,584,912</u>	<u>64,869,863</u>	<u>(284,951)</u>

Kern Delta Water Banking Project
Cash Variance Analysis
June 30, 2023

Cash Received:

Received from MWD	2,451,335
Interest Received	16,117
	<u>2,467,452</u>

Cash Disbursed:

KCWA - CVC 2nd Qtr 2023 CVC Ops & Power	(300,553)
Cross Landleveling - Old River Basin	(31,591)
Weed Chemicals Purchased	(10,502)
Weed Control Labor by Others	(4,400)
PG&E - Well Power	(1,375)
	<u>(348,421)</u>

Positive/(Negative) Cash Variance Before FMV Adjustment

2,119,031

FMV Adjustment to Kern County Funds

(69,605)

Adjusted Positive/(Negative) Cash Variance

2,049,426

**Kern Delta Water Banking Project
Inventory/Prepays Variance Analysis
June 30, 2023**

Additions to Accounts:

Chemicals Purchased	4,837
	<hr/>
	4,837

Usage/Amortization:

Chemicals Consumed During Month	(26,840)
	<hr/>
	(26,840)

Net positive/(negative) variance	(22,003)
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Kern Delta Water Banking Project
Statement of Operating Results
As of June 30, 2023

	<u>Current Month</u>	<u>Year to Date</u>
<u>REVENUE:</u>		
Interest Revenue	29,710	144,440
Total Revenue	<u>29,710</u>	<u>144,440</u>
<u>EXPENSES:</u>		
Transfer and Exchange Fees		
TRF Fees	0	5,200
Total Transfer and Exchange Fees	<u>0</u>	<u>5,200</u>
Other Costs		
Power Cost - Wells	1,795	6,623
CVC Operating Costs	149,078	446,101
CVC Power Costs	1,199	3,596
Spreading OM&R	31,239	155,120
Wells OM&R and Other	0	14
FMV Adjustment	69,605	(28,477)
Depreciation	<u>56,500</u>	<u>339,000</u>
Total Other Costs	<u>309,416</u>	<u>921,977</u>
Total All Expenses	<u>309,416</u>	<u>927,177</u>
Favorable/(Unfavorable) Operating Results	<u>(279,706)</u>	<u>(782,737)</u>
Estimated 1st Qtr Revenue - MWD		<u>1,586,000</u>
Estimated Fav/(Unfav) Operating Results		<u>803,263</u>

KERN DELTA WATER BANKING PROJECT

TREASURER'S REPORT

June 2023

	2023	2022	2021	2020
Cash & Securities on hand - June 1, 2023	\$ 7,584,056	\$ 8,722,502	\$ 7,206,558	\$ 14,326,028
Add: June receipts	2,397,847	250,019	757,486	106,740
Less: June disbursements	(348,421)	(737,588)	(1,247,457)	(290,344)
Cash & Securities on hand - June 31, 2023	\$ 9,633,482	\$ 8,234,932	\$ 6,716,587	\$ 14,142,423
Citizens Business Bank \$ 446,943 Kern County Treasury 3,775,038 JP Morgan Money Market 4,161,501 LPL Financial 1,250,000 \$ 9,633,482				
Restricted Cash included in above: OM&R Spreading	\$ (81,495)	\$ (177,032)	\$ (361,547)	\$ 802,332
OM&R Extraction	(583,270)	(587,240)	(555,119)	(86,757)
OM&R CVC/Delivery Canal	-	-	-	(3,176,927)
Take/Put Fees	(6,014,124)	(2,805,905)	(1,464,681)	(4,821,397)
Total Restricted	\$ (6,678,888)	\$ (3,570,177)	\$ (2,381,347)	\$ (7,282,749)
Cash Available for Construction - June 31, 2023	\$ 2,954,594	\$ 4,664,755	\$ 4,335,241	\$ 6,859,676

**Sunset Water Banking Project
Balance Sheet
As of June 30, 2023**

	<u>06/30/2023</u>	<u>05/31/2023</u>	<u>Month-to-Month Variance</u>
Assets			
Current Assets			
Cash & Cash Equivalents	2,850,981	3,172,752	(321,772)
SUN_Interest Receivable	13,740	0	13,740
Total Current Assets	<u>2,864,721</u>	<u>3,172,752</u>	<u>(308,032)</u>
Fixed Assets			
Construction in Progress	3,615,540	3,293,263	322,279
Total Fixed Assets at Cost	<u>3,615,540</u>	<u>3,293,263</u>	<u>322,279</u>
Net Fixed Assets	<u>3,615,540</u>	<u>3,293,263</u>	<u>322,279</u>
Total Assets	<u>6,480,261</u>	<u>6,466,015</u>	<u>14,247</u>
Liabilities & Equity			
Current Liabilities			
Accounts Payable	0	0	0
Total Current Liabilities	<u>0</u>	<u>0</u>	<u>0</u>
Equity			
Contributions to Equity - KDWD	1,627,928	1,627,928	0
Contributions to Equity - KDWBP	1,627,929	1,627,929	0
Contributions to Equity - AEWS	3,255,856	3,255,856	0
Equity From Past Years	(49,350)	(49,350)	0
Accumulated Equity - Current Year	17,898	3,652	14,247
Total Equity	<u>6,480,261</u>	<u>6,466,015</u>	<u>14,247</u>
Total Liabilities & Equity	<u>6,480,261</u>	<u>6,466,015</u>	<u>14,247</u>

**Sunset Water Banking Project
Statement of Operating Results
As of June 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>
Revenue		
Interest Revenue	13,752	25,622
Miscellaneous Revenue	0	19
Total Revenue	<u>13,752</u>	<u>25,641</u>
Expenses		
FMV Adjustment	(495)	7,743
Total Expenses	<u>(495)</u>	<u>7,743</u>
Fav/(Unfav) Operating Results	<u>14,247</u>	<u>17,898</u>

SUNSET BANKING PROJECT

TREASURER'S REPORT

June 2023

	2023	2022	2021	
Cash & Securities on hand - June 1, 2023	\$ 3,172,752	\$ 253,488	\$ -	
Add: June receipts	507	6	-	
Less: June disbursements	(322,279)	(3)	-	
Cash & Securities on hand - June 30, 2023	\$ 2,850,981	\$ 253,492	\$ -	\$ -
Citizens Business Bank 333,498				
Kern County Treasury 2,517,483				
\$ 2,850,981				
Unrestricted Reserves:				
None				
Total Reserves	\$ -	\$ -	\$ -	\$ -
Cash Available - June 30, 2023	\$ 2,850,981	\$ 253,492	\$ -	\$ -



To: Kern Delta Water District Business & Finance Committee

From: Bryan Duncan – Controller

Date: July 13, 2023

Re: Agenda Item 5c. – Quarterly Investment Review

RECOMMENDATION:

Receive report, informational only.

DISCUSSION:

The Investment Policy of Kern Delta Water District requires the District's Treasurer to submit to the Board of Directors a quarterly investment report. In compliance with this directive the District Controller offers the following discussion and analysis of the District's cash and cash equivalents position and performance through the second quarter of the current year as of June 30, 2023.

A comparative overview of the District's cash and cash equivalents position as of June 30, 2023, is shown in the following table:

	6/30/2023	3/31/2023	12/31/2022	9/30/2022
LPL Financial	\$ 18,799,199	\$ 16,488,911	\$ 18,471,856	\$
JP Morgan Funds	5,229,446	8,555,860		
Kern County Treasury	7,828,267	3,999,843	9,851,056	28,200,875
Citizens Business Bank	1,335,559	1,144,580	2,066,086	994,607
Total	\$ 33,192,471	\$ 30,189,194	\$ 30,388,998	\$ 29,195,482

LPL Financial Review: US Treasuries in the amount of \$2,997,000 matured in April 2023 and paid interest in the amount of \$57,288 at an annualized yield of 4.26% as expected. In May the District purchased \$5,250,000 in fixed rate Certificates of Deposit with average annualized yields of 4.93%. These instruments have maturities of 18 months to 24 months.

JP Morgan Funds Review:

The Funds held at JP Morgan are in money market accounts that are 100% invested in US Treasuries earning 4.91% annually compared to 4.31% at the end of the previous quarter. Interest earned on these funds totaled \$73,586 for the second quarter. The T-Bills that matured in April 2023 (see previous paragraph) were moved briefly to the JP Morgan account then \$6,000,000 was transferred to the District's bank in anticipation of the purchase of the fixed rated CDs discussed earlier. The reasoning at the time of

the purchase was to hedge longer term maturities against anticipated future declines in short term money market rates.

Kern County Treasury Funds: Yields on cash reserves held at the Kern County Treasury (KCT) have improved. As of March 31, 2023, the annualized yield on KCT funds was 2.417% compared to 2.156% as of December 31, 2022. The attached “US Treasury Investment Summary” and “Kern County Treasurer’s Pooled Cash Portfolio Summary” describe the nature and mix of the investments held at LPL Financial and at the KCT, respectively, as of May 31, 2023.

As of May 31, 2023, the Fair Market Value of KCT funds had improved to 97.36% of Cost compared to 96.25% of March 31, 2023. The FMV of U.S. Treasuries and Federal Agencies, representing 80.73% of the entire KCT portfolio, is 97.29% and is a key factor in the overall valuation of the portfolio. As a reminder, the FMV adjustment is a valuation disclosure required by generally accepted accounting principles and does not reflect the purchasing power of the investment. If all invested cash was liquidated from the District’s accounts at Kern County, the actual cost, plus accrued interest, would be recovered and not the fair market value.

It should be noted that (1) all investment actions executed since the last report have been made in full compliance with the investment policy of the District and, (2) the District will meet its expenditure obligations for the next six months.

**Kern Delta Water District
US Treasury Investment Summary**

	Maturity Date	Quantity (Q)	Par Value (PV)	Customer Price (P)	Principal (Prin) (Q x P)	Accrued Interest (AI)	Service Charge	Net Money (NM) (Prin + AI)	Coupon Rate (CR)	Coupon Interest (Cou)	Discount Returned (Disc) (PV - Prin)	Estimated Total Yield (Y) (Cou + Disc)	YTM	Value at Maturity (Prin + EYV)
10/28/2022	1/24/2023	999	999,000	991.61	990,615.59	-	5	990,621	0.000%	-	8,384	8,384	3.511%	999,000
10/28/2022	1/26/2023	999	999,000	991.32	990,328.68	-	5	990,334	0.000%	-	8,671	8,671	3.551%	999,000
10/28/2022	7/13/2023	1,000	1,000,000	971.80	971,803.96	-	5	971,809	0.000%	-	28,196	28,196	4.105%	1,000,000
10/28/2022	8/10/2023	1,000	1,000,000	968.43	968,427.19	-	5	968,432	0.000%	-	31,573	31,573	4.161%	1,000,000
10/14/2022	9/30/2023	1,000	1,000,000	987.39	987,390.00	1,105.77	5	988,501	2.875%	27,647	12,610	40,257	4.240%	1,027,647
10/14/2022	9/30/2023	1,000	1,000,000	972.49	972,490.72	528.85	5	973,025	1.375%	13,223	27,509	40,732	4.355%	1,013,223
10/14/2022	9/30/2023	1,000	1,000,000	961.80	961,803.13	96.15	5	961,904	0.250%	2,404	38,197	40,601	4.390%	1,002,404
11/7/2022	2/15/2024	3,000	3,000,000	975.38	2,926,125.00	18,831.52	5	2,944,962	2.750%	105,103	73,875	178,978	4.801%	3,105,103
11/7/2022	4/30/2024	3,000	3,000,000	962.00	2,886,000.00	1,160.22	5	2,887,165	2.000%	88,603	114,000	202,603	4.754%	3,088,603
10/14/2022	10/15/2024	1,000	1,000,000	929.20	929,200.00	3,107.92	5	932,313	0.625%	12,106	70,800	82,906	4.606%	1,012,106
10/14/2022	10/31/2024	1,000	1,000,000	960.50	960,502.24	10,210.60	5	970,718	2.250%	44,568	39,498	84,066	4.419%	1,044,568
10/14/2022	10/31/2024	1,000	1,000,000	945.55	945,548.94	6,807.07	5	952,361	1.500%	29,712	54,451	84,163	4.494%	1,029,712
			15,998,000			41,848	60	15,532,144		323,366	507,765	831,131		16,321,366
								221,209						
								15,753,353						

Fixed Income CDs Investment Summary

Purchase Date	Maturity Date	Days to Maturity	Quantity/ Price	Service Charge	Net Amount	YTM	Expected Interest
5/23/2023	11/2/2024	529	250,000	5	250,005	4.850%	17,573
5/18/2023	11/5/2024	537	250,000	5	250,005	5.050%	18,574
5/25/2023	11/25/2024	550	250,000	5	250,005	5.100%	19,212
5/25/2023	11/25/2024	550	250,000	5	250,005	5.050%	19,024
5/26/2023	11/26/2024	550	250,000	5	250,005	5.050%	19,024
5/30/2023	11/29/2024	549	250,000	5	250,005	4.950%	18,613
5/19/2023	2/19/2025	642	250,000	5	250,005	4.850%	21,327
5/31/2023	4/30/2025	700	250,000	5	250,005	4.750%	22,774
5/19/2023	5/19/2025	731	250,000	5	250,005	4.850%	24,283
5/24/2023	5/22/2025	729	250,000	5	250,005	4.850%	24,217
5/24/2023	5/23/2025	730	250,000	5	250,005	4.850%	24,250
5/26/2023	5/26/2025	731	250,000	5	250,005	4.650%	23,282
5/24/2023	5/27/2025	734	250,000	5	250,005	4.850%	24,383
5/24/2023	5/27/2025	734	250,000	5	250,005	4.850%	24,383
5/30/2023	5/30/2025	731	250,000	5	250,005	4.950%	24,784
6/2/2023	6/2/2025	731	250,000	5	250,005	4.850%	24,283
			4,000,000				349,986

**Kern Delta Water Banking Project
US Treasury Investment Summary**

	Maturity Date	Quantity (Q)	Par Value (PV)	Customer Price (P)	Principal (Prin) (Q x P)	Accrued Interest (AI)	Service Charge	Net Money (NM) (Prin + AI)						
11/4/2022	4/13/2023	999	999,000	981.93	980,949.74	-	5	980,955						
11/4/2022	4/20/2023	999	999,000	980.82	979,840.12	-	5	979,845						
11/4/2022	4/27/2023	999	999,000	979.89	978,907.61	-	5	978,913						
			2,997,000		2,939,697	-	15	2,939,712						
								221,209						
								3,160,921						

Fixed Income CDs Investment Summary

Purchase Date	Maturity Date	Days to Maturity	Quantity/ Price	Service Charge	Net Amount	YTM	Expected Interest
5/31/2023	12/2/2024	551	250,000	5	250,005	5.100%	19,247
5/31/2023	12/2/2024	551	250,000	5	250,005	5.100%	19,247
5/31/2023	12/2/2024	551	250,000	5	250,005	5.100%	19,247
5/30/2023	5/30/2025	731	250,000	5	250,005	4.850%	24,283
5/31/2023	5/30/2025	730	250,000	5	250,005	4.950%	24,750
			1,250,000				106,775

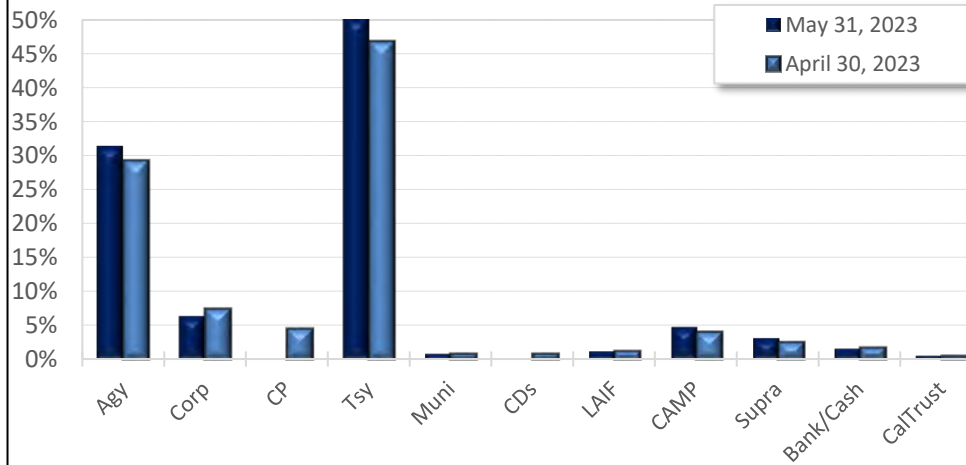


Kern County Treasurer's Pooled Cash Portfolio Summary

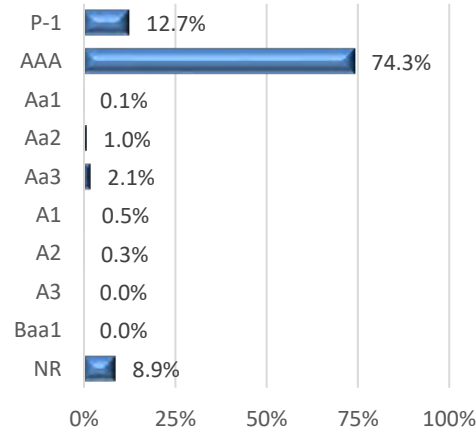
5/31/2023

Sector	Par Amount	Original Cost	Market Value	Original Yield	% of Total Assets	Policy Limit Rating	Days to Maturity
Local Agency Investment Fund	74,275,467	74,275,467	74,275,467	2.98%	1.18%	\$75 Million	1
California Asset Management Program	305,495,975	305,495,975	305,495,975	5.16%	4.86%	10%	1
CalTRUST	32,535,803	32,535,803	32,535,803	5.01%	0.52%	10%	1
Money Markets	25,757,447	25,757,447	25,757,447	4.94%	0.41%	10%	1
Bank Sweep (ICS)	10,496,833	10,496,833	10,496,833	4.34%	0.17%	10%	1
U.S. Treasuries	3,223,500,000	3,201,965,940	3,091,596,959	2.14%	49.23%	100%	772
Federal Agencies	2,030,795,000	2,005,233,145	1,974,433,655	3.32%	31.44%	75%	527
Municipal Bonds	51,000,000	51,329,700	48,818,340	1.71%	0.78%	10%	435
Supranationals	196,203,000	199,787,411	191,201,566	1.84%	3.04%	10%	731
Negotiable CDs	-	-	-	0.00%	0.00%	30%	0
Commercial Paper	75,000,000	72,885,350	74,540,722	0.00%	1.19%	40%	0
Corporate Notes	410,257,000	407,572,897	387,705,349	1.82%	6.17%	30%	592
Total Securities	6,435,316,526	6,387,335,968	6,216,858,117	2.64%	99.00%		617
Total Cash	62,693,807	62,693,807	62,693,807		1.00%		
Total Assets	6,498,010,333	6,450,029,776	6,279,551,925		100.00%		

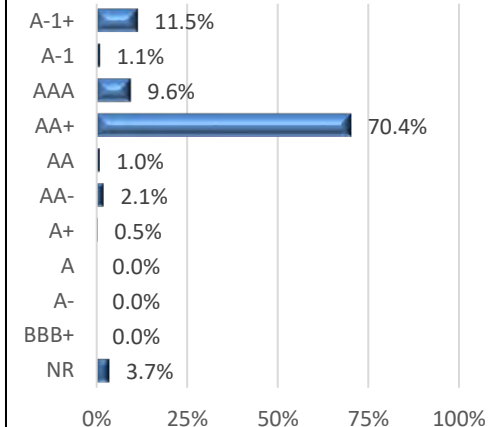
Sector Allocations



Moody's Ratings



S&P Ratings



Tab IV





**OPERATIONS AND PROJECTS
COMMITTEE MEETING**

501 Taft Highway
Bakersfield, CA

TUESDAY, July 4, 2023

CANCELED

The July 4, 2023 Operations and Projects Committee Meeting has been canceled.



To: Kern Delta Water District Board of Directors

From: Daniel Deleon

Date: July 11, 2023

Re: Encroachment Permit Applications & Easement Requests

DISCUSSION:

Following are the organizations that have applied for an encroachment permit with Kern Delta Water District and a summary of their intended locations and purposes for encroaching.

Organization: Kern Brothers Trucking

Location: Buena Vista Canal

Purpose: Haul off sand dredged from the canal.

Start Date: June 19, 2023

Maintenance Report

June 2023

1. **Structure and Turnout Repairs.** The following jobs were completed during the month.
 - a. Built catwalks for turnout #236 on Farmers Canal and the screen structure in the Smith Judd Extension.
 - b. Rehabilitated gravity turnouts on the Rim Ditch (3-20-18&21) that haven't been used in over 26 years.
 - c. Fabricated and installed deflector plates on the traveling screens to keep debris from falling off the conveyor. Clean inlet screens and water filter on the spray system and increased the run time interval.
 - d. Repaired turnout #20 on the BV East Canal.
2. **Shop.** The following jobs were completed during the month;
 - a. Normal service and repairs on District vehicles and equipment.
 - b. Installed new license plate on trailer #T-12.
 - c. Replace hood on backhoe #404 due to broken latch housing.
 - d. Fill front tires on backhoe #408 with water to add weight.
 - e. Replaced window truck #226.
 - f. Replaced tires on backhoe #404.
3. **District Wells.**
 - a. Monthly service and inspection of all District Wells, clean well pads as needed.
4. **Motor Grader # 403** The following canals were sloped, and roads graded;
 - a. Kern Island from 20-Foot Ditch to Shafter Road.
 - b. Branch 1 Canal.
 - c. Kern Island from Branch 1 to Taft Hwy.
5. **Backhoe # 402** The following jobs were completed during the month;
 - a. Fix breaches on Rim Ditch.
 - b. Stop leaking gopher holes on Bladder Basin (Stine).
 - c. Fix wash in on the Central Canal from Wayside Park.
6. **Backhoe # 404** The following jobs were completed this month;
 - a. Backfill and haul dirt to repair Eastside Canal break at Edison Road.
 - b. Assisted in removing trees along Central and Branch 1 Canals.
 - c. Dig up rodent holes on the Rim Ditch.
 - d. Remove sandbar and silt build up in the Kern Island Canal upstream of the Branch 1 backup weir.
7. **Backhoe # 408** The following jobs were completed this month;
 - a. Installed rip-rap at the head of the BV.
 - b. Haul dirt to BV West to raise bank and dig up rodent holes.
 - c. Remove dirt pushed up against private fence on Branch 1 south of Harris Rd.

- d. Used dipping bucket to remove algae and debris from Hamilton Weir on the Eastside Canal.
 - e. Remove silt build up in Kern Island near Weir #631A.
- 8. **Weed Spraying.** The following canals were sprayed during the month;
 - a. Finish the Eastside Canal.
 - b. Farmers Canal.
 - c. Started Stine Canal at end working north, hand sprayed the City Corp Yard section.
- 9. **Aquatic Treatments.** Treatments including surface spraying for algae mats and injection treatments for control of algae or vascular aquatic weeds;
 - a. Drip treatments were done on the Central, Eastside, and Kern Island.
 - b. Surface sprayed algae mats on the 18 N&S, Randall, Section 5 and 13 Ditches.
- 10. **Rodent Control**
 - a. Bait stations were checked and filled throughout the district this month and moved the nonactive stations to areas with rodent activity.
- 11. **Trash Removal.**
 - a. Clean trash racks throughout District.
 - b. Removed trash left behind from homeless encampments.
- 12. **Fence Repairs.** Fences and Gates were repaired at the following locations;
 - a. Stine Canal- Head of canal and at District Blvd.
 - b. Central Canal- Union Ave, Ming Ave and Southgate Dr.
 - c. Eastside Canal – Owens St.
 - d. Kern Island Canal – 30th, 34th Streets
 - e. Branch 1- Smoke Tree Trailer Park and Harris Rd.
 - f. Buena Vista- Fix rolling gate on Old River Rd. for sand-haul trucks to gain access.
 - g. Farmers- Pacheco Rd. and Seasons Dr.
- 13. **Safety Meetings.** Weekly tailgate safety topics were;
 - a. Hand Safety and Injury Prevention.
 - b. Know Your Surroundings.
 - c. What are Slips, Trips and Fall Hazards in the Workplace.
 - d. What Does Water Do For You.
 - e. House Keeping in the Workplace.
- 14. **Water Banking Activities.** The following jobs were completed during the month;
 - a. Mowed Romero overflow basin at Ash Rd.
 - b. Spot treat all basins for weed control.
- 15. **Future Projects.** The following projects will be completed as time permits:
 - a. Trim and remove trees/brush as needed along canals for grader passage.
 - b. Monitor sinkholes on the shoulder of Shafter Road (Smith Judd Canal) and Gosford Road (Farmers Canal).
 - c. Replace BV East Canal crossing at the Maple Canal because it is in decline and slowly failing.

- d. Dredge Kern Island Canal and laterals
- e. Replace or remove back up crossing on the Stine Canal (#5-0-546) because it's rusted out and failing.
- f. Manage SCADA installation project.

16. Future Banking Projects.

- a. Skim sediment off pond bottoms to improve recharge.

17. Newly Discovered Issues.

- a. Buena Vista Canal is still taking in sand from the River Canal. Currently dredging with a long-reach excavator and hauling sand off site.
- b. A flow restriction was noted where the Kern Island Drain flows into the Rim Ditch and an aquatic treatment was made to improve flow. The flow condition is being monitored.
- c. The high-water levels previously observed at Southgate Drive during high flows on the Kern Island Canal have dropped due to efforts made by the District. The situation is being monitored.



Project #	Status	Organization	Project	Facility	Location	Plans		Approval Process		Comments
						Received	Reviewed	EP	Board	
1	P	AEWSD	FFP Inter-tie	Eastside Canal	South of Muller Road	-	-	X	-	Meter needs to be installed
2	P	AT&T	Install fiber crossing	Central Branch Canal	Panama Lane	X	X	X	-	Construction TBD
3	P	Cal Water	Well Purge/Tie-In	Multiple	Multiple	-	-	-	-	No update
4	P	Caltrans	Pumpkin Center	Multiple	Taft Hwy	-	-	-	X	No update
5	P	DeWalt	Culvert Extension	Kern Island Main Canal	South of Hosking	X	P	-	X	No update
6	P	Hathaway	Long-term access request	Eastside Canal	South of Panama Lane					No update
7	P	HP LLC	Fiber Crossing	Multiple	Multiple	X	X	X		34th Street complete, White Ln pending
8	P	KC Superintendent of Schools	Block Wall	East Branch Canal	Union Ave					Staff yet to receive plans
9	P	KDWD	Pumps and pipeline(s)	Sunset Basins	North of Sunset Blvd	X	X	-	X	Waiting on pumps, structure, electrical
10	P	KDWD	Wells	Old River Basins	North of Taft Hwy	-	-	-	X	Need to select consulting engineer
11	P	KDWD	Old River Fencing	Old River Basins	North of Taft Hwy				X	Expected to begin week of July 24th.
12	P	Lane Engineers	Culvert Extension	Kern Island Main Canal	North of Taft Hwy	X	X	-	X	Construction anticipated this December
13	P	Lane Engineers	Utility crossing	Kern Island Main Canal	North of Taft Hwy	X	X	X	-	Waiting for contractor to obtain EP
14	P	LAV // Pinnacle	Pipeline & Realignment	Branch One Canal	South of Taft Hwy	-	-	-	X	Plans sent, Phase I construction begun
15	P	McIntosh & Associates	Pipeline & Realignment	Section 31 Ditch	North of McCutchen	X	X	-	X	Contractor to fix minor issues
16	P	McIntosh & Associates	Fencing, Road crossing	Burness Ditch	North of Taft Hwy	X				2nd Plan check completed
17	P	McIntosh & Associates	Pipeline & Realignment	Branch II Canal	North of McKee	X	P	-	X	Zeiders working with McIntosh
18	P	McIntosh & Associates	Pipeline & Realignment	Branch II & Stine Canal	West of Gosford	-	-	-	X	Zeiders working with McIntosh
19	P	Memorial	Solar Project	Eastside Canal	North of 34th Street	-	-	-	X	No update
20	P	Panama Buena Vista USD	Pipeline & Realignment	Randall Ditch	East of Stine Road				X	Staff met with school district
21	P	Panama Buena Vista USD	Realignment	Randall Ditch	West of Stine Road				X	Pending plans
22	P	PG&E	Ungrounding power, 34th St	Multiple	34th Street	X	X	X	-	No update
23	P	Porter and Associates	Culvert Extension	Central Branch Canal	North of Panama Lane				X	Planned northeltry culvert extension on Panama Lane
24	P	WRMWSD/KDWD	5G Tie-In	Buena Vista	North of S. Lake Rd	-	-	-	-	On going staff discussions
25	C	McIntosh & Associates	Wrought Irion Fencing	Branch One Canal	East of Hwy 99	X	X	X	-	Complete
26	C	KDWD	Grading	Old River Basins	North of Taft Hwy	-	-	-	X	Complete
27	C	KDWD	13 Ditch Return Repair	13 Ditch	North of Shafter Road					Repair complete
28	C	Laurel Ag	New turnout	Eastside Canal	End of Eastside	X	X	X		
29	C	PG&E	Bridge removal	Eastside Canal	North of 30th Street	-	-	-	X	Expected to be completed by Feb 8th, 2023
30	C	Cal Water	Waterline	Kern Island Main Canal	N Street	X	X	X	-	Complete
31	C	EDP Renewables	Canal Access	Rim Ditch	Between I-5 and Ashe	-	-	-	X	Complete
32	C	KDWD	Traveling Screens	Central Branch Canal	North of AE Intake Canal	-	-	-	X	Complete
33	C	Murray Family Farms	Install sign	Rim Ditch	North of Rim Ditch	X				Complete
34	C	KDWD	Annual Engineering Report	N/A	N/A	-	-	-	-	Complete
35	C	KDWD	2021 Crop Report	N/A	N/A	-	-	-	-	Complete
36	C	PG&E	Overhead Power	Central Branch Canal	South of Panama Lane	X	X	X	-	Complete
37	C	Power Plus!	Temp Overhead Power	Central Branch Canal	Central near KD-02 Site	X	X	X	-	Installed
38	C	South Valley	Well discharge	Kern Island Main Canal	South of McKee	X	X	X	-	Purge well into canal

**FIRST AMENDMENT TO THE REAL PROPERTY PURCHASE
AND SALE AGREEMENT, AND JOINT ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO THE REAL PROPERTY PURCHASE AND SALE AGREEMENT, AND JOINT ESCROW INSTRUCTIONS (this “Amendment”) is dated and effective as of July ____, 2023 (the “Effective Date”), by and among the following (singularly on a generic basis and collectively, “Seller”):

1. **CATTANI FAMILY LIMITED PARTNERSHIP**, a California limited partnership (“Cattani”);
2. **MARYELLEN B. CATTANI**, an individual also known as **MARYELLEN CATTANI HERRINGER** (“Maryellen”); and,
3. **TBS PROPERTIES, LLC**, a California limited liability company (“TBSP”),

and **PANAMA BUENA VISTA UNION SCHOOL DISTRICT**, a California public school district (“Buyer”), in Bakersfield, California, who agree and contract as described below. Seller and Buyer may be referred to singularly as a “party” on a generic basis and collectively as the “parties.”

Recitals

This Amendment is made with reference to the following facts and circumstances:

A. The parties entered into the “Real Property Purchase and Sale Agreement, and Joint Escrow Instructions” dated October 26, 2022 (the “Agreement”). Unless otherwise indicated in this Amendment, capitalized terms have the same meaning as in the Agreement;

B. The Agreement concerns the purchase and sale of an approximately forty acre (40 ac.) portion depicted in Exhibit B of the Agreement (the “Property”) of that certain agricultural real property in the unincorporated area of the County of Kern, State of California, consisting of approximately one hundred fifty-four and forty-five hundredths assessed acres (154.45 assessed acres), commonly described as 10411 Van Horn Road in Bakersfield, California 93313, identified as Kern County Assessor’s Parcel No. 184-210-03, and legally described in Exhibit A and depicted in Exhibit B to the Agreement (the “Land”). The Portion of the Land other than the Property is hereinafter collectively referred to as the “Remaining Property.”

C. **KERN DELTA WATER DISTRICT**, a California water district formed pursuant to the California Water District Law set forth at California Water Code Section 3400 *et seq.* (“KDWD”), has an easement for a water canal generally known as the “Randall Ditch” that encumbers the Land, and specifically the Remaining Property (the “Randall Ditch”). The Randall Ditch is memorialized by the following:

1. An indenture, including the map attached thereto and recorded therewith, by the Kern County Land Company, a California corporation, as the grantor, to The Farmers Canal Company, a California corporation, as the grantee, dated April 20, 1925, and recorded in Book 128 at Pages 246 through 249, inclusive, of the Kern County Official Records on June 25, 1928;

2. The "Quitclaim of Canal Easements" by Kern Island Water Company, a now-defunct California corporation and the successor-in-interest by merger to The Farmers Canal Company, among others, as the grantor, to the City of Bakersfield, a California municipal corporation, dated December 22, 1976, and recorded in Book 4999 at Pages 387 through 397, inclusive, in the Kern County Official Records on December 30, 1976; and,
3. The "Quitclaim and Bill of Sale of Water Rights, Canal Easements, Interests in Real Property and Licenses and Privileges" by the City of Bakersfield, as the grantor, to KDWD, as the grantee, dated December 23, 1976, and recorded in Book 5002 at Pages 2342 through 2375, inclusive, in the Kern County Official Records on January 2, 1977.

The Randall Ditch to the extent upon the land is currently approximately fifty feet (50 ft.) wide;

D. On that portion of the Remaining Property commonly described as 4851 Taft Highway in Bakersfield, California 93313, and identified as Kern County Assessor's Parcel No. 184-210-01-1, and adjacent to the Northwest corner of the Property, there is a barn (the "Barn");

E. The Property, the Remaining Property, the Randall Ditch and the Barn are all depicted for illustration and reference purposes in Exhibit A attached hereto and incorporated herein by reference as if fully set forth length;

F. The parties desire to amend the Agreement in order to memorialize the relocation of the Randall Ditch as depicted in Exhibit B attached hereto and incorporated herein by reference as if fully set forth length, by the parties and KDWD pursuant to the conditions, provisions and terms of this Amendment;

G. The parties also desire to amend the Agreement in order to memorialize the demolition, dismantling and removal of the Barn pursuant to the conditions, provisions and terms of this Amendment;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which the parties acknowledge, the parties agree and contract to as follows:

Agreement

1. The Affirmative Covenant.

1.1. Generally; Survival. As an express material condition subsequent to the consummation of the transactions contemplated by the Agreement and the Close of Escrow, the parties agree that Buyer shall do the following pursuant to Section 1: (i) relocate a portion of the Randall Ditch and, (ii) demolish the Barn (collectively, "Affirmative Covenant"). The Affirmative Covenant shall be performed by Buyer in compliance with all applicable law, and with all required approvals, authorizations, consents, licenses, permissions, permits, etc. obtained by Buyer at its sole cost and expense without right of reimbursement from Seller. The Affirmative Covenant shall survive the consummation of the transactions contemplated by the Agreement and the Close of Escrow and the recordation of the Grant Deed.

1.2. Term. The Affirmative Covenant shall expire upon the earlier of the following: (i) fifty years (50 yrs.) from the Effective Date; or, (ii) the satisfaction by Buyer of the Affirmative Covenant. Notwithstanding the foregoing, the Restrictive Covenants may be removed from one or more of the parcels within the Property by mutual consent of the parties and KDWD. Upon the expiration of the Affirmative Covenant, the parties and KDWD shall terminate this Memorandum by preparing, executing and acknowledging and recording a release and termination of the Affirmative Covenant against the Property and the Remaining Property in the Kern County Official Records.

1.3. The Relocation of the Randall Ditch. This Section 1.3 is subject to Sections 1.5 and 1.6.

1.3.1. Responsibilities of Buyer.

1.3.1.1. Generally. The parties and KDWD agree that Buyer shall relocate the Randall Ditch from its current location to the new location depicted in Exhibit B pursuant to this Section 1.3 (the "Relocation"). The Relocation shall be done at Buyer's sole cost and expense without the right of reimbursement from Seller or KDWD.

1.3.1.2. The Relocation Plans. Prior to Buyer developing any portion of the Property, the parties and KDWD agree that Buyer and KDWD shall enter into a mutually acceptable written agreement concerning the Relocation and setting forth the designs, plans and specifications for same prepared by Buyer in accordance with the guidelines mandates, regulations, requirements and rules of KDWD (collectively, the "Relocation Plans"). The Relocation Plans shall be prepared: (i) by a State of California-licensed civil engineer mutually-agreeable to Buyer and KDWD, and engaged by Buyer; and, (ii) at Buyer's sole cost and expense without the right of reimbursement from Seller and/or KDWD. The Relocation Plans shall be reviewed and approved by KDWD in its reasonable discretion, which shall not be unreasonably conditioned, delayed or withheld.

1.3.1.3. The Construction and Timing of the Relocation. Subject to Section 1.3.2, the construction of the Relocation itself shall be performed by a State of California-licensed contractor mutually agreeable to Buyer and KDWD, and engaged by Buyer ("Buyer's Contractor") within the later of: (i) twelve months (12 mos.) of the development of any portion of the Property; or, (ii) the review and approval of the Relocation Plans by KDWD. Again subject to Section 1.3.2, the construction of the Relocation shall: (i) be pursuant to the Relocation Plans; and, (ii) not commence until the Relocation Plans have been reviewed and approved by KDWD.

1.3.1.4. KDWD's Inspected, Approval and Acceptance of the Relocation; New Easement. The completion of the construction of the Relocation by Buyer and Buyer's Contractor shall be deemed complete when it is inspected, approved and accepted by KDWD in writing to Buyer and Buyer's Contractor with a copy to Seller, which acceptance and approval shall not be unreasonably conditioned, delayed or withheld. Upon the acceptance and approval of the Relocation by KDWD, Seller and KDWD shall execute and acknowledge, and then record in the Kern County Official Records a new easement of reasonable width memorializing the new location of the Randall Ditch on the Remaining Property using KDWD's standard form for same.

1.3.2. Responsibilities of Seller. Notwithstanding Section 1.3.1, Seller shall be solely and exclusively responsible for filling in the old location of the Randall Ditch once the new location of the Randall Ditch has been constructed, and approved and accepted by KDWD, and the Randall Ditch Easement recorded in the Kern County Official Records, all pursuant to Section 1.3.1. The Relocation shall be done at Seller's sole cost and expense without the right of reimbursement from Buyer or KDWD.

1.4. The Demolition of the Barn. The parties agree that Buyer shall demolish, dismantle and remove the Barn from the Remaining Property within the time period specified in Section 1.3.1.3 of Buyer commencing to physically develop any portion of the Property. The demolition of the Barn shall be done at Buyer's sole cost and expense without the right of reimbursement from Seller. This Section 1.4 is subject to Sections 1.5 and 1.6.

1.5. Other Requirements for the Construction of the Relocation and the Demolition of the Barn.

1.5.1. Insurance. Buyer shall require Buyer's Contractor and its subcontractors to obtain and maintain, at Buyer's sole cost and expense without right of reimbursement from Seller, the same insurance that Buyer is required to carry under Section XIV, "Buyer's Insurance," of the Agreement. Before commencement of the construction of the Relocation and the demolition of the Barn, Buyer will provide a copy of Buyer's Contractor's additional insured endorsements and a copy of Buyer's Contractor's insurance certificate which shall be substantially similar to an ACORD 25 (2016/03) form to Seller that reflects the required insurance coverage. Buyer shall require Buyer's Contractor's subcontractors to provide certificates of insurance and copies of additional insured endorsements to Seller before commencement of the Relocation. Buyer's Contractor and its subcontractors' certificates of insurance shall provide that there can be no cancellation or reduction of coverage without thirty (30) days' prior written notice to Seller.

1.5.2. Indemnification. To the maximum extent permitted by the laws of the State of California, Buyer shall indemnify, hold harmless and defend Seller, KDWD and their agents, employees, independent contractors and representatives, from any and all action, costs, deficiencies, injuries, liabilities, losses, penalties and recoveries, including attorney's fees and disbursements, caused by the negligence or willful misconduct, whether active or passive, of Buyer and/or Buyer's Contractor, and/or their agents, employees, independent contractors and/or representatives, in their conduct of the following: (i) the construction of the Relocation; (ii) the demolition of the Barn; (iii) the use of the Remaining Property by Buyer and/or Buyer's Contractor, and/or their agents, employees, independent contractors and/or representatives, when constructing the Relocation; and (v) any other third party claim for injury, damage or liability, which are caused by the negligence or willful misconduct, whether active or passive, of Buyer and/or Buyer's Contractor, and/or their agents, employees, independent contractors and/or representatives in their conduct of the obligations under this Amendment, and not caused by the negligence or willful misconduct, whether active or passive, of Seller. Seller may participate in the defense of any action without relieving Buyer of any duties, obligations and responsibilities under this Lease, including, without limitation, attorney's fees and disbursements.

1.5.3. Liens. Buyer shall keep the Remaining Property a free and clear of all mechanic's liens arising out of, concerning or relating to the construction of the Relocation and/or the demolition of the Barn. Buyer shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by Seller, Buyer procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of California in an amount equal to one hundred fifty percent (150%) of the amount of the claim of lien. The bond shall meet the requirements of California Civil Code Section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action. Buyer shall indemnify, hold harmless and defend Seller from and against: (i) any and all liens arising out of the construction of the Relocation by Buyer and/or Buyer's Contractor on the Remaining Property; and, (ii) any loss incurred by Seller on account of such liens. Seller shall have the right to post and keep posted on the Remaining Property any and all notices that may be provided by law or which Seller may deem to be proper for the protection of Seller and the Remaining Property from such liens.

1.6. Limited Right of Access. Subject to Section 1.5, Seller hereby gives Buyer, Buyer's Contractor, and their agents, employees, independent contractors and representatives reasonable access from a public road through the Remaining Party at reasonable hours upon reasonable advance notice (which may be given verbally) for the sole and limited purpose of: (i) constructing the Relocation; and, (ii) demolishing the Barn, pursuant to this Section 1.

1.7. The Memorandum of Affirmative Covenant and Its Recordation. The parties agree that this Section 1.7 shall supplement Sections VII(E), "Deposits by Parties into Escrow," and (F), "Disbursements and Other Actions by Escrow Holder," and X, "Additional Conditions to Close of Escrow," of the Agreement. As an express condition concurrent to the Close of Escrow, the parties specifically agree that: (i) the parties and KDWD shall complete, and then execute and acknowledge the "Memorandum of Affirmative Covenant" in the form attached hereto as Exhibit C attached hereto and incorporated herein by reference as if fully set forth at length (the "Memorandum"); (ii) the parties shall deposit the completed, and fully executed and acknowledged Memorandum with Escrow Holder; and, (iii) the parties and KDWD shall authorize and direct that Escrow Holder record the Memorandum after the recordation of the Grant Deed as part of the Close of Escrow. After the recordation of the Memorandum, Escrow Holder shall provide each party and KDWD with a copy of the recorded Memorandum.

1.8. Survival. This Section 1 shall survive the Closing and the recordation of the Deed, which shall not effectuate a merger of same.

2. Affirmation of the Agreement. The parties acknowledge and agree that except as set forth herein, the Agreement, as amended by this Amendment, is hereby affirmed and shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control, govern, take precedence and otherwise prevail.

3. Binding Effect. This Amendment shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, assigns, attorneys, directors, employees, joint venturers, managers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, trustees and all others acting for, under, or in concert with it, including associations, corporations, joint ventures, limited liability companies, and general or limited partnerships, present, and future.

4. Entire Agreement; Modification. This Amendment, the Agreement, and the other documents referenced in said documents contain the entire agreement between the parties and constitute an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Amendment, the Agreement, and the other documents referenced in said documents are expressly superseded hereby and have no further force or effect.

5. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and this Amendment.

6. Counterparts; Facsimile or .pdf Signatures. This Amendment may be executed in two (2) or more separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Amendment may be signed and signatures transmitted by facsimile or .pdf, and any such facsimile or .pdf copy shall be equivalent to a binding signed original for all purposes.

7. Effective Date. This Amendment shall become effective as of the Effective Date upon its execution and delivery by all parties.

SELLER	BUYER		
<p>CATTANI FAMILY LIMITED PARTNERSHIP, a California limited partnership (“<u>Cattani</u>”)</p> <p>By: S&A TRUST, DATED NOVEMBER 29, 2018</p> <p>Its: General Partner</p> <p>By: _____</p> <p>ARNOLD CATTANI, JR.</p> <p>Its: Trustee</p> <p>MARYELLEN B. CATTANI, an individual also known as MARYELLEN CATTANI HERRINGER (“<u>Maryellen</u>”)</p> <p>_____</p> <p>MARYELLEN B. CATTANI</p> <p>TBS PROPERTIES, LLC, a California limited liability company (“<u>TBSP</u>”)</p> <p>By: A-10 INVESTMENTS, INC., a California corporation</p> <p>Its: Manager</p> <p>By: _____</p> <p>KEVIN A. ANTONGIOVANNI</p> <p>Its: President</p> <p>By: _____</p> <p>ANDREW J. ANTONGIOVANNI</p> <p>Its: Secretary</p>	<p>PANAMA - BUENA VISTA UNION SCHOOL DISTRICT, a California public school district</p> <p>By: _____</p> <p>KATIE RUSSELL</p> <p>Its: Superintendent</p> <tr><th>KDWD</th></tr> <tr><td><p>ACKNOWLEDGED AND UNDERSTOOD, AND ALSO AGREED TO THE THE EXTENT APPLICABLE TO KDWD.</p><p>KERN DELTA WATER DISTRICT, a California water district formed pursuant to the California Water District Law set forth at California Water Code Section 3400 <i>et seq.</i></p><p>By: _____</p><p>STEVEN L. TEGLIA</p><p>Its: General Manager</p><p>Mr. Steven L. Teglia General Manager KERN DELTA WATER STORAGE DISTRICT 501 Taft Highway, Bakersfield, CA 93307 Telephone No. 661.834.4656 E-Mail: _____</p></td></tr>	KDWD	<p>ACKNOWLEDGED AND UNDERSTOOD, AND ALSO AGREED TO THE THE EXTENT APPLICABLE TO KDWD.</p> <p>KERN DELTA WATER DISTRICT, a California water district formed pursuant to the California Water District Law set forth at California Water Code Section 3400 <i>et seq.</i></p> <p>By: _____</p> <p>STEVEN L. TEGLIA</p> <p>Its: General Manager</p> <p>Mr. Steven L. Teglia General Manager KERN DELTA WATER STORAGE DISTRICT 501 Taft Highway, Bakersfield, CA 93307 Telephone No. 661.834.4656 E-Mail: _____</p>
KDWD			
<p>ACKNOWLEDGED AND UNDERSTOOD, AND ALSO AGREED TO THE THE EXTENT APPLICABLE TO KDWD.</p> <p>KERN DELTA WATER DISTRICT, a California water district formed pursuant to the California Water District Law set forth at California Water Code Section 3400 <i>et seq.</i></p> <p>By: _____</p> <p>STEVEN L. TEGLIA</p> <p>Its: General Manager</p> <p>Mr. Steven L. Teglia General Manager KERN DELTA WATER STORAGE DISTRICT 501 Taft Highway, Bakersfield, CA 93307 Telephone No. 661.834.4656 E-Mail: _____</p>			

CMELTON/44-13/TRANS DOCS/1ST AMENDMENT/FIRST AMENDMENT TO PSA PBVSD ANTONGIOVANNI PROPERTY v5

EXHIBIT A

Depiction of the Property, the Remaining Property, the Randall Ditch and the Barn

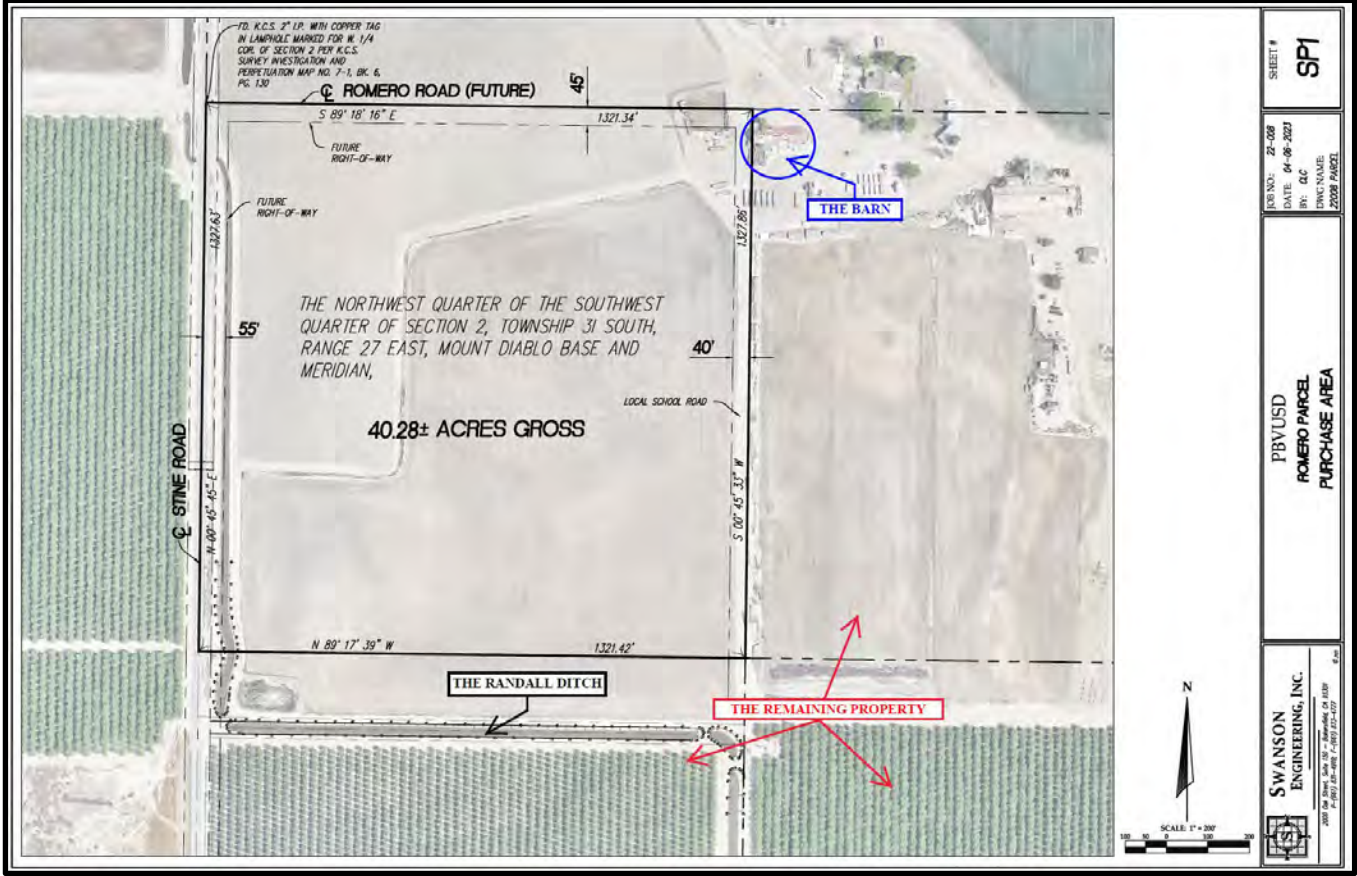


EXHIBIT B

Depiction of the Old and New Locations of the Randall Ditch

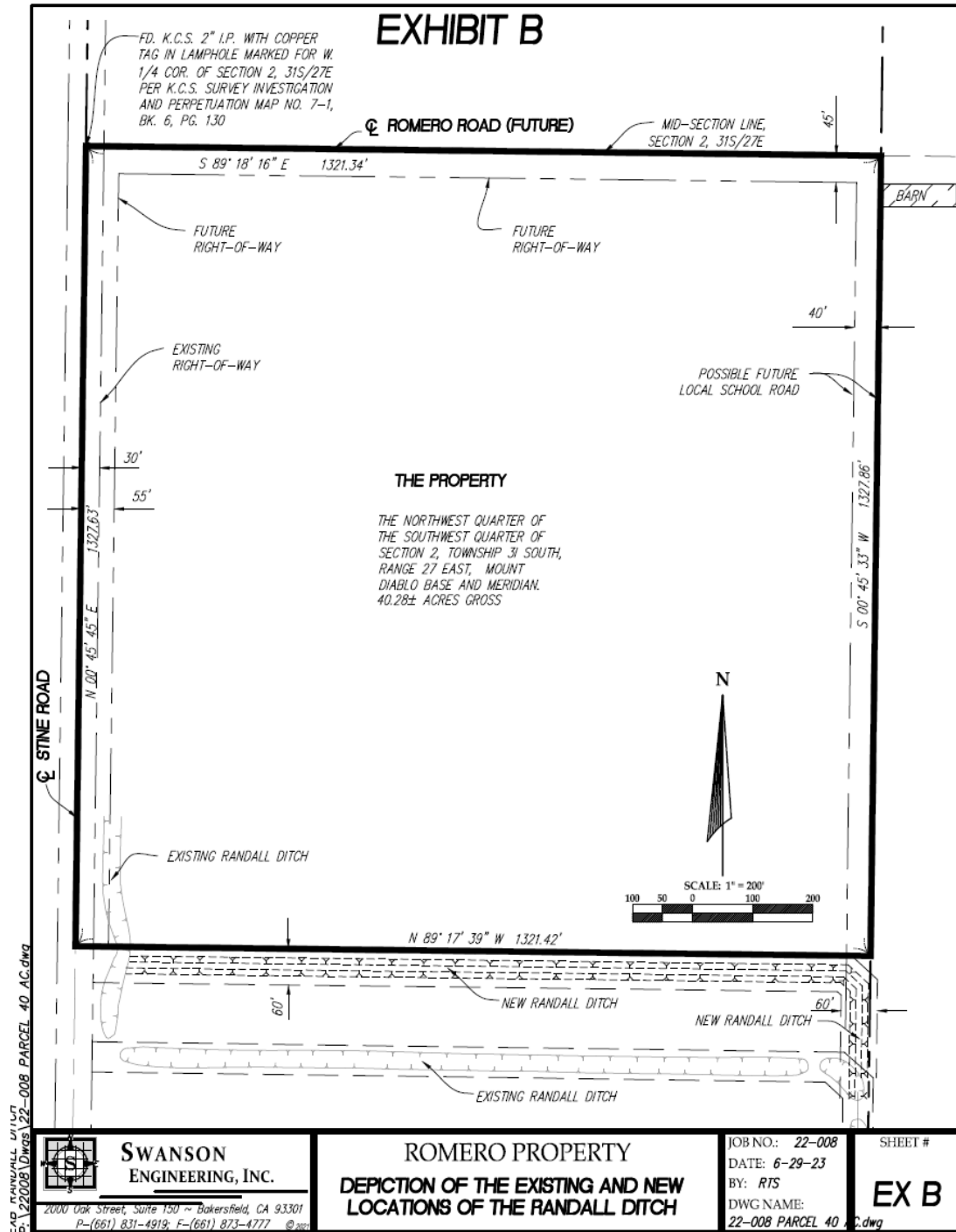


EXHIBIT C

The Form of the Memorandum

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

TBS PROPERTIES, LLC
5100 California Avenue, Suite 230
Bakersfield, CA 93309
Att'n: Mr. Kevin A. Antongiovanni, Authorized
Representative

Kern County Assessor's Parcel Nos. 184-210-01-1,

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF AFFIRMATIVE COVENANT

This MEMORANDUM OF AFFIRMATIVE COVENANT (this "Memorandum") is dated and effective as of _____, 202__ (the "Effective Date"), by and among the following (singularly on a generic basis and collectively, "Seller"):

1. **CATTANI FAMILY LIMITED PARTNERSHIP**, a California limited partnership ("Cattani");
2. **MARYELLEN B. CATTANI**, an individual also known as **MARYELLEN CATTANI HERRINGER** ("Maryellen"); and,
3. **TBS PROPERTIES, LLC**, a California limited liability company ("TBSP"),

and **PANAMA BUENA VISTA UNION SCHOOL DISTRICT**, a California public school district ("Buyer"), in Bakersfield, California, who agree and contract as described below. Seller and Buyer may be referred to singularly as a "party" on a generic basis and collectively as the "parties."

Recitals

A. The parties entered into the "Real Property Purchase and Sale Agreement, and Joint Escrow Instructions" dated October 26, 2022, and as amended by the "First Amendment to Real Property Purchase and Sale Agreement, and Joint Escrow Instructions" dated July ____, 2023 (collectively, the "Agreement"). Unless otherwise indicated in this Amendment, capitalized terms have the same meaning as in the Agreement;

B. The Agreement includes an affirmative covenant (the “Affirmative Covenant”) that requires Buyer to do the following on the Remaining Property: (i) relocate a portion of the Randall Ditch of **KERN DELTA WATER DISTRICT**, a California water district formed pursuant to the California Water District Law set forth at California Water Code Section 3400 *et seq.* (“KDWD”); and, (ii) to demolish the Barn, within a prescribed time period prescribed of Buyer commencing to physically develop any portion of the Property, all as more specifically set forth in the Agreement;

C. Subject to the Affirmative Covenant, the parties consummated the transaction contemplated by the Agreement, with Buyer acquiring that Property, which is identified as Kern County Assessor’s Parcel No. _____ and legally described in Exhibit A attached hereto and incorporated herein by reference as if fully set forth at length, and Seller retaining the Remaining Property, which is identified as Kern County Assessor’s Parcel Nos. 184-210-01-1 and _____, and legally described in Exhibit B attached hereto and incorporated herein by reference as if fully set forth at length

D. As required upon the consummation of the transaction contemplated under the Purchase Agreement, the parties and KDWD desire to give notice to third parties of the existence of the Affirmative Covenant;

THEREFORE, the parties and KDWD hereby state as follows:

Agreement

1. The Affirmative Covenant. Notice is hereby given that the Property is subject to the Affirmative Covenant. The Affirmative Covenant shall expire upon the earlier of the following: (i) fifty hundred years (50 yrs.) from the Effective Date; or, (ii) the satisfaction by Buyer of the Affirmative Covenant. Notwithstanding the foregoing, the Restrictive Covenants may be removed from one (1) or more of the parcels within the Property by mutual consent of the parties and KDWD. Upon the expiration of the Affirmative Covenant, the parties and KDWD shall terminate this Memorandum by preparing, executing and acknowledging and recording a release and termination against the Property and the Remaining Property in the Kern County Official Records.

2. No Modification or Novation of the Purchase Agreement. This Memorandum shall not be deemed to alter, amend, modify or revise the Purchase Agreement or act as a novation of the Purchase Agreement, alter or amend the provisions of the Purchase Agreement. In the event any conflict exists between the Purchase Agreement and this Memorandum, the Purchase Agreement shall govern for any and all purposes, and be determinative of the relationship between the parties concerning the Property.

3. No Partnership or Joint Venture. Nothing contained in this Memorandum or the Purchase Agreement shall be deemed or construed to create the relationship of principal and agent, limited or general partnership, joint venture or any other associations between any of the parties with respect to this Memorandum, the Purchase Agreement or anything contained therein.

4. Construction. This Memorandum shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. In this Memorandum, the masculine, feminine or neuter gender, the singular or plural number shall be deemed to include the other whenever the context so requires, and “shall” and “agrees” are mandatory, and “may” is permissive. The captions appearing at the commencement of the provisions of this Memorandum are descriptive only and for convenience in reference. Should there be any conflict between any such caption

and the provision at the head of which it appears, the provision, and not the caption, shall control and govern in the construction of this Memorandum.

5. Partial Invalidity. If any paragraph, sentence, clause or phrase hereof shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining paragraphs, sentences, clauses or phrases hereof shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Memorandum.

6. Runs with the Land; Survival. The Affirmative Covenant hereby expressly declared to be binding upon the Property, the Remaining Property, and each parcel located therein, and shall run with the Property, the Remaining Property, and each and every party thereof, inure to the benefit of the parties and their assigns and successors-in-interest and be a burden upon the Property, the Remaining Property, and each parcel located therein, as applicable, and shall bind the respective heirs, successors and assigns of the owners of the Property, the Remaining Property, and each parcel located therein, as applicable. The Affirmative Covenants shall survive the close of escrow under the Agreement and the recordation of the Deed.

7. Subject to Existing Improvements and Title Conditions. The Affirmative Covenant is subject to all existing canals, crops, fencing, fixtures, highways, improvements, irrigation ditches, natural gas, oil, water and other pipelines, power and telephone lines and roads. The Affirmative Covenant also is subject to all existing claims of title or other rights, conditions, covenants, easements, encumbrances, licenses, liens and restrictions which may affect the Affirmative Covenant, whether or not of record.

8. Recordation. The parties agree that this Memorandum shall be recorded in the Kern County Official Records against the Property and the Remaining Property upon the close of escrow under the Agreement.

9. Counterparts. This Memorandum may be executed in two (2) or more separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Memorandum may be signed and signatures transmitted by facsimile or .pdf, and any such facsimile or .pdf copy shall be equivalent to a binding signed original for all purposes. However, only one (1) collated, fully executed and acknowledged version of this Memorandum shall be recorded in the Kern County Official Records by the parties.

[SIGNATURES ON THE NEXT PAGE; REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties and KDWD have executed and acknowledged this Memorandum as of the Effective Date.

SELLER	BUYER
<p>CATTANI FAMILY LIMITED PARTNERSHIP, a California limited partnership (“<u>Cattani</u>”)</p> <p>By: S&A TRUST, DATED NOVEMBER 29, 2018 Its: General Partner</p> <p>By: _____ ARNOLD CATTANI, JR. Its: Trustee</p> <p>MARYELLEN B. CATTANI, an individual also known as MARYELLEN CATTANI HERRINGER (“<u>Maryellen</u>”)</p> <p>_____ MARYELLEN B. CATTANI</p> <p>TBS PROPERTIES, LLC, a California limited liability company (“<u>TBSP</u>”)</p> <p>By: A-10 INVESTMENTS, INC., a California corporation Its: Manager</p> <p>By: _____ KEVIN A. ANTONGIOVANNI Its: President</p> <p>By: _____ ANDREW J. ANTONGIOVANNI Its: Secretary</p>	<p>PANAMA - BUENA VISTA UNION SCHOOL DISTRICT, a California public school district</p> <p>By: _____ KATIE RUSSELL Its: Superintendent</p>

KDWD	
KERN DELTA WATER DISTRICT , a California water district formed pursuant to the California Water District Law set forth at California Water Code Section 3400 <i>et seq.</i>	By: _____ STEVEN L. TEGLIA Its: General Manager

[ACKNOWLEDGEMENTS ATTACHED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On _____, 202__, before me, _____, a Notary Public, personally appeared ARNOLD CATTANI, JR., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On _____, 202____, before me, _____, a Notary Public, personally appeared MARYELLEN B. CATTANI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On _____, 202__, before me, _____, a Notary Public, personally appeared KEVIN A. ANTONGIOVANNI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On _____, 202__, before me, _____, a Notary Public, personally appeared ANDREW J. ANTONGIOVANNI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On _____, 202__, before me, _____, a Notary Public, personally appeared KATIE RUSSELL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

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

[illegible]

On _____, 202__, before me, _____, a Notary Public, personally appeared STEVEN L. TEGLIA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC (SEAL)

EXHIBIT A TO THE MEMORANDUM

The Legal Description of the Property

[TO BE COMPLETED]

Kern County Assessor's Parcel No. _____

EXHIBIT B TO THE MEMORANDUM

The Legal Description of the Remaining Property

[TO BE COMPLETED]

Kern County Assessor's Parcel No. _____

Tab V



KERN DELTA WATER DISTRICT

July 13, 2023

	7/13/2023	Last Year
KERN RIVER 3 DAY MEAN INFLOW	5,251 CFS	143 CFS
KERN RIVER MEAN OUTFLOW	4,677 CFS	473 CFS
ISABELLA RESERVOIR STORAGE	528,333 ACFT	63,365 ACFT
REQUESTED OUTFLOW	4,675 CFS	480 CFS

Estimated: (CFS)

KDWD DAILY DIVERTED: (JULY 13, 2023)	@HEAD	STATE	XCHNG	BANKING
KERN ISLAND	433	0	0	160
EASTSIDE	67	0	0	17
BUENA VISTA -LEVEE	128	0	0	35
STINE	148	0	0	81
OTHER - River Channel	0	0	0	0
K.I. / A.E. Exchange Gate	0	0	0	0
STINE / A.E. Exchange Gate	0	0	0	0
EASTSIDE / A.E. Intertie	45	0	45	0
Total CFS	821	0	0	293

Estimated: (Acre Feet)

DIVERTED (JUNE 2023)	UTILITY	STATE	PURCHASE	BANKING
KERN ISLAND	19,488	1,902	0	0
EASTSIDE	3,112	756	0	0
C.O.B. Misc.	0	0	0	0
BUENA VISTA	6,252	1,220	0	0
STINE	6,561	1,353	0	0
FARMERS	3,249	407	0	0
SOUTH FORK	0	0	0	0
West Side State Sale	0	0	0	0
MONTHLY TOTAL	38,662	5,638	0	0
YEAR TO JUNE 30, 2023	138,609 ACFT	19,508	0	6,080
Year to June 30, 2023 Utility - State - Banking	164,197 ACFT			

ACFT. STORAGE BALANCE AS OF:	6/30/2023	Estimate 7/13/2023	Max Storage
KERN ISLAND	3,139	4,547	7,000
BUENA VISTA	1,805	2,428	6,000
STINE	1,460	2,221	5,000
FARMERS	2,291	2,286	4,000
STATE (21 & 22) Carryover	0	0	N/A
STATE (23) Contract	6,000	6,000	N/A
RRBWSD STORAGE	18,805	18,805	N/A
PIONEER PROJECT STORAGE	28,071	28,071	N/A
TOTAL ACFT.	61,571	64,358	

K.D.W.D. CLIMATOLOGICAL OBSERVATION:

<u>72</u>	MINIMUM TEMPERATURE	<u>68</u>
<u>102</u>	MAXIMUM TEMPERATURE	<u>94</u>
<u>83</u>	PRESENT TEMPERATURE	<u>79</u>
<u>0.00</u>	PRECIPITATION - 24 HR. DAY	<u>0.00</u>
<u>0.00</u>	PRECIPITATION - MONTH	<u>0.00</u>
Seasonal <u>10.24</u>	YEAR TO DATE PRECIP.	<u>19.06</u> Seasonal

ISABELLA CLIMATOLOGICAL OBSERVATION:ISABELLA RESEVOIR:

LAKE ELEVATION (FT.)	2,601.97	JUNE AC. FT. INFLOW	428,455
STORAGE ACFT.	528,333	JUNE AC. FT. OUTFLOW	363,685
STORAGE CAPACITY	568,075	ACCUMULATIVE ACFT. INFLOW (22-23)	1,829,471
% OF CAPACITY	93%	ACCUMULATIVE ACFT. OUTFLOW	1,353,997
COE STORAGE CAPACITY	360,000	% OF COE CAPACITY	147%

Summary of Utility Water Diverted Year to Date: 6/30/2023

	Utility	North Kern*	Other Exchanges
January	15,340	2,000	0
February	12,500	0	0
March	12,686	5,000	0
April	27,733	2,500	0
May	31,688	5,000	0
June	38,662	0	0
July			
August			
September			
October			
November			
December			
Total	138,609	14,500	0

Summary of Other Water Diverted Year to Date: 6/30/2023

	State	Purchase	Banking
January	0	0	0
February	0	0	756
March	0	0	0
April	2,188	0	603
May	11,683	0	2,174
June	5,637	0	2,547
July			
August			
September			
October			
November			
December			
Total	19,508	0	6,080

Water owed to K.D.W.D as of: 6/30/2023

B.V.W.S.D. 2021 State Balance*:	1,275
B.V.W.S.D. 2022 State Balance*:	1,275
2023 State Contract: Table A	25,500
2022 Westlands Mitigation	8

Summary of Total State Water Used Year to Date: 6/30/2023

	(OWED)	(USED)
2023 Contract	6,000	19,508
Total	6,000	19,508

Quantities in acft. TOTAL 28,058

Net Owed to KDWD

TOTAL 25,508

Maximum Annual State Carryover Balance: 6,000 acre feet *Owed to KDWD on a mutually agreeable year.

DISTRICT BANKING OPERATIONS

Thursday, July 13, 2023

KERN ISLAND PROJECTS

Branch 1:	-	CFS
Kern Island Met:	-	CFS
Other:	-	CFS
Total:	-	CFS

BUENA VISTA PROJECTS

BV North Basins:	-	CFS
Buena Vista I5:	-	CFS
Other:	-	CFS
Total:	-	CFS

FARMERS PROJECTS

Romero:	-	CFS
Stonefield:	-	CFS
Church:	-	CFS
Other:	-	CFS
Total:	-	CFS

EASTSIDE PROJECTS

Digiorgio:	-	CFS
Sunset:	15.0	CFS*
Other:	-	CFS
Total:	15.0	CFS

STINE PROJECTS

Old River:	-	CFS
Bladder & Triangles:	-	CFS
Other:	-	CFS
Total:	-	CFS

BANKING SUPPLIES

KDWD Utility:	-	CFS
AEWSD Project:	15.0	CFS*
Other:	-	CFS
Total In District:	15.0	CFS

Estimated: (Acre Feet)

OPERATIONAL

<u>DIVERTED FOR BANKING (JUNE 2023)</u>	<u>UTILITY</u>	<u>STATE</u>	<u>PURCHASE</u>	<u>BANKING</u>	<u>RECHARGE</u>
KERN ISLAND	664	659	0	0	4,228
EASTSIDE	119	432	0	418	61
BUENA VISTA	839	1,220	0	0	1,674
STINE	996	1,352	0	0	2,144
FARMERS	300	407	0	0	1,412
MONTHLY TOTAL	2,918	4,070	0	418	9,519
YEAR TO JUNE 30, 2023	28,481 ACFT	13,723	0	1,541	46,486
Year to June 30, 2023 All Supplies	90,231 ACFT				

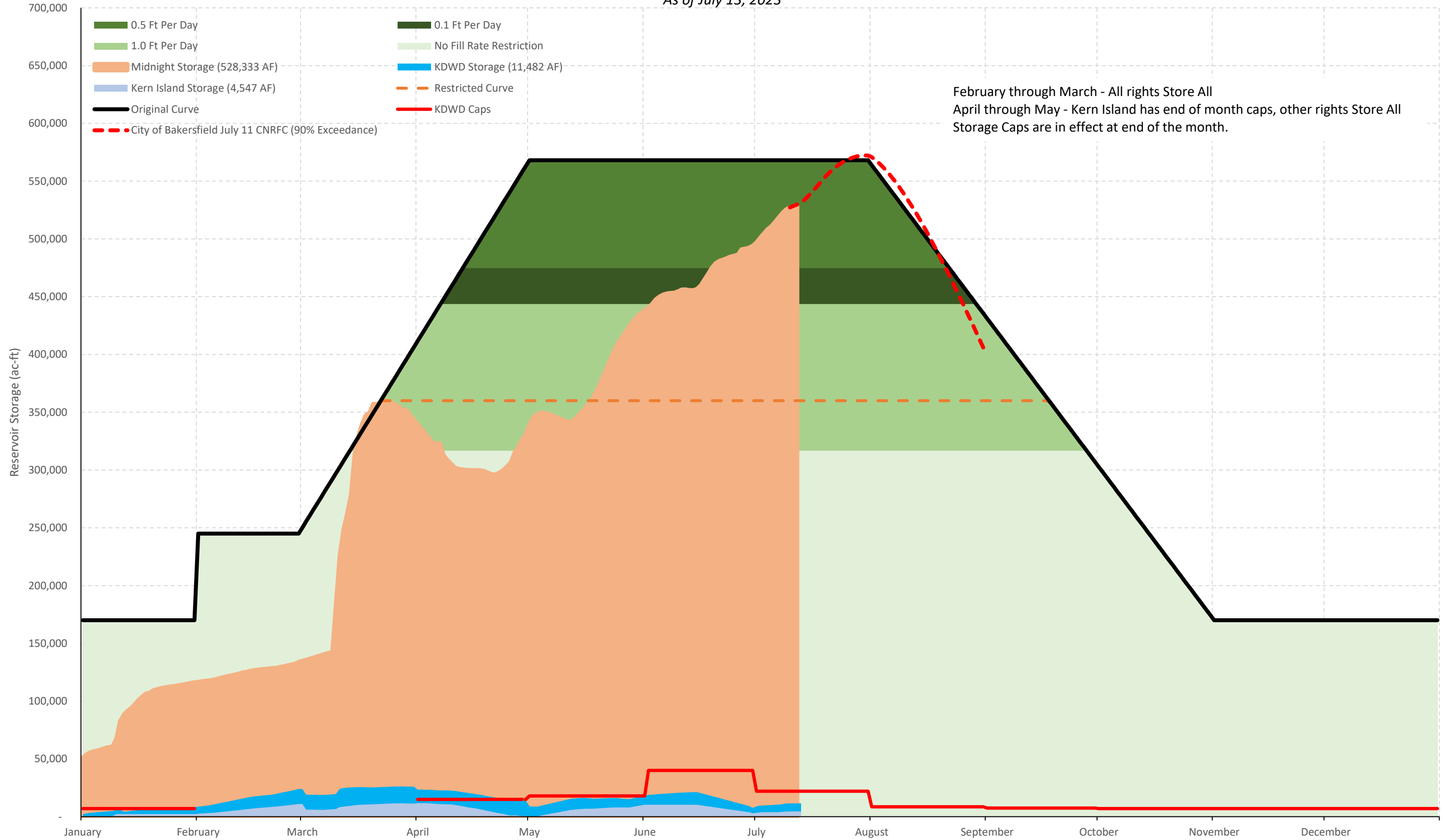
Summary of Spreading Year to Date: 6/30/2023

	<i>Utility</i>	<i>State</i>	<i>Purchase</i>	<i>Banking</i>	<i>Op. Re.</i>
January	7,522	0	0	0	5,267
February	3,636	0	0	157	5,042
March	6,163	0	0	0	4,633
April	8,242	0	0	259	9,321
May	0	9,653	0	707	12,704
June	2,918	4,070	0	418	9,519
July					
August					
September					
October					
November					
December					
Total	28,481	13,723	0	1,541	46,486

Facility Flow Rate Quick Reference

<u>PROJECT</u>	<u>Fill (CFS)</u>	<u>Operational (CFS)</u>		<u>Acreage</u>
		<u>Summer</u>	<u>Winter</u>	
Kern Island Met:	60	25	20	175
Branch 1:	12	8	5	75
Digiorgio:	30	15	10	70
Sunset:	TBD	TBD	TBD	140
BV North:	65	30	20	240
Buena Vista I5:	40	25	15	65
Old River:	TBD	TBD	TBD	145
Bladder & Triangles:	30	20	10	40
Romero:	45	20	15	170
Stonefield:	25	15	10	80
Church:	4	1	1	5
Total	311	159	106	1205

Midnight Lake Isabella Storage and Pool Restrictions
As of July 13, 2023



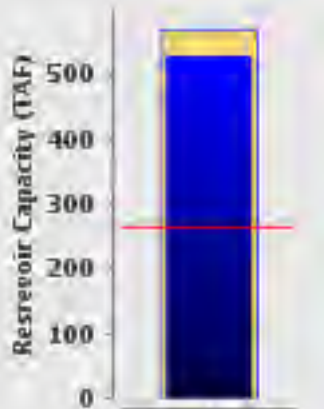


CURRENT RESERVOIR CONDITIONS



Isabella Lake Conditions

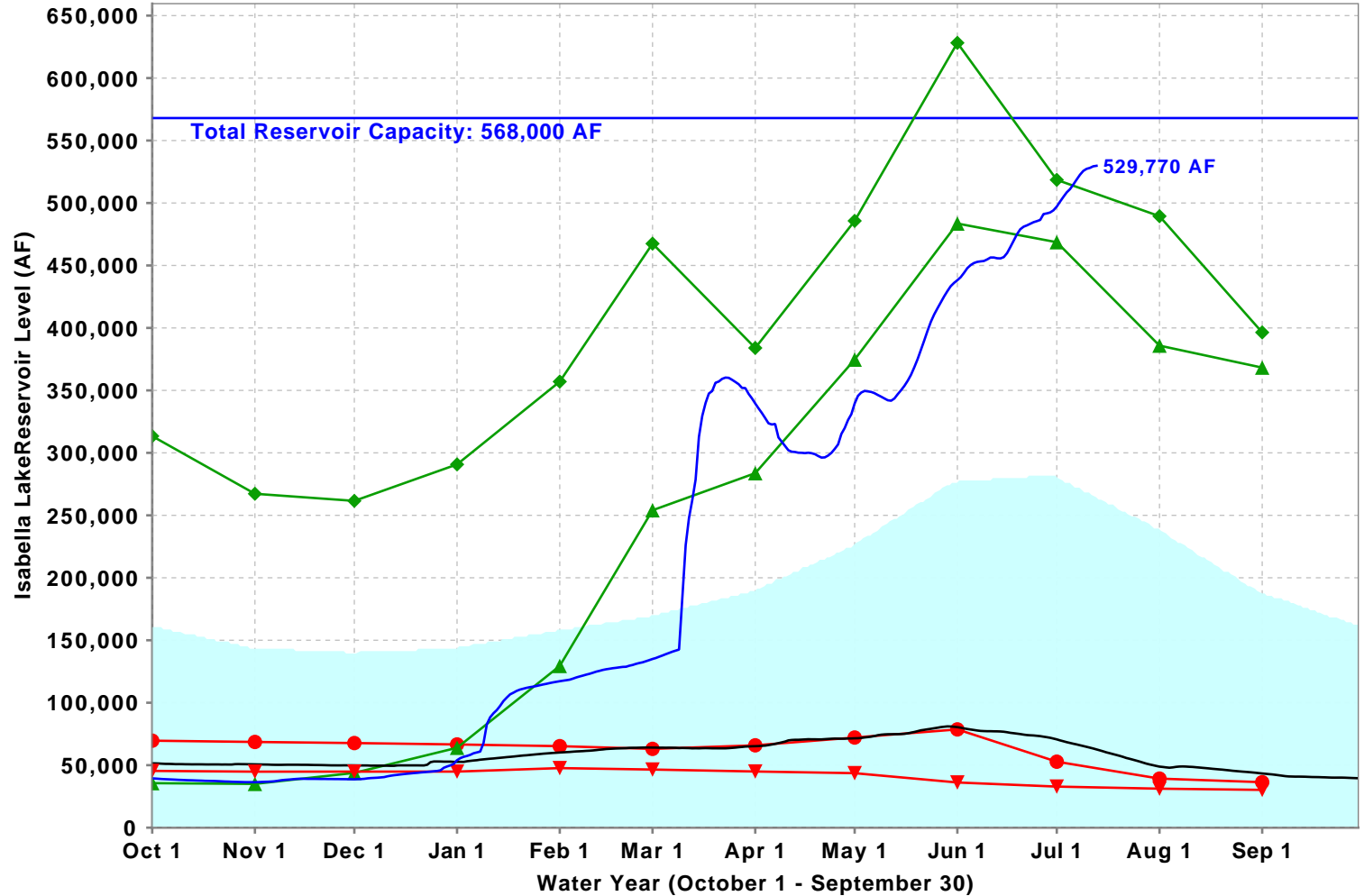
(as of Midnight - July 13, 2023)



Current Level: 529,770 AF

93% (Total Capacity) | 201% (Historical Avg.)

Isabella Lake Levels: Various Past Water Years and Current Water Year, Ending At Midnight July 13, 2023



■ Historical Average
 — Total Reservoir Capacity
 ● 1976-1977
 ▲ 1977-1978
 ◆ 1982-1983 (Wettest)
 — 2021-2022
 ▼ 2014-2015 (Driest)
 — Current: 2022-2023

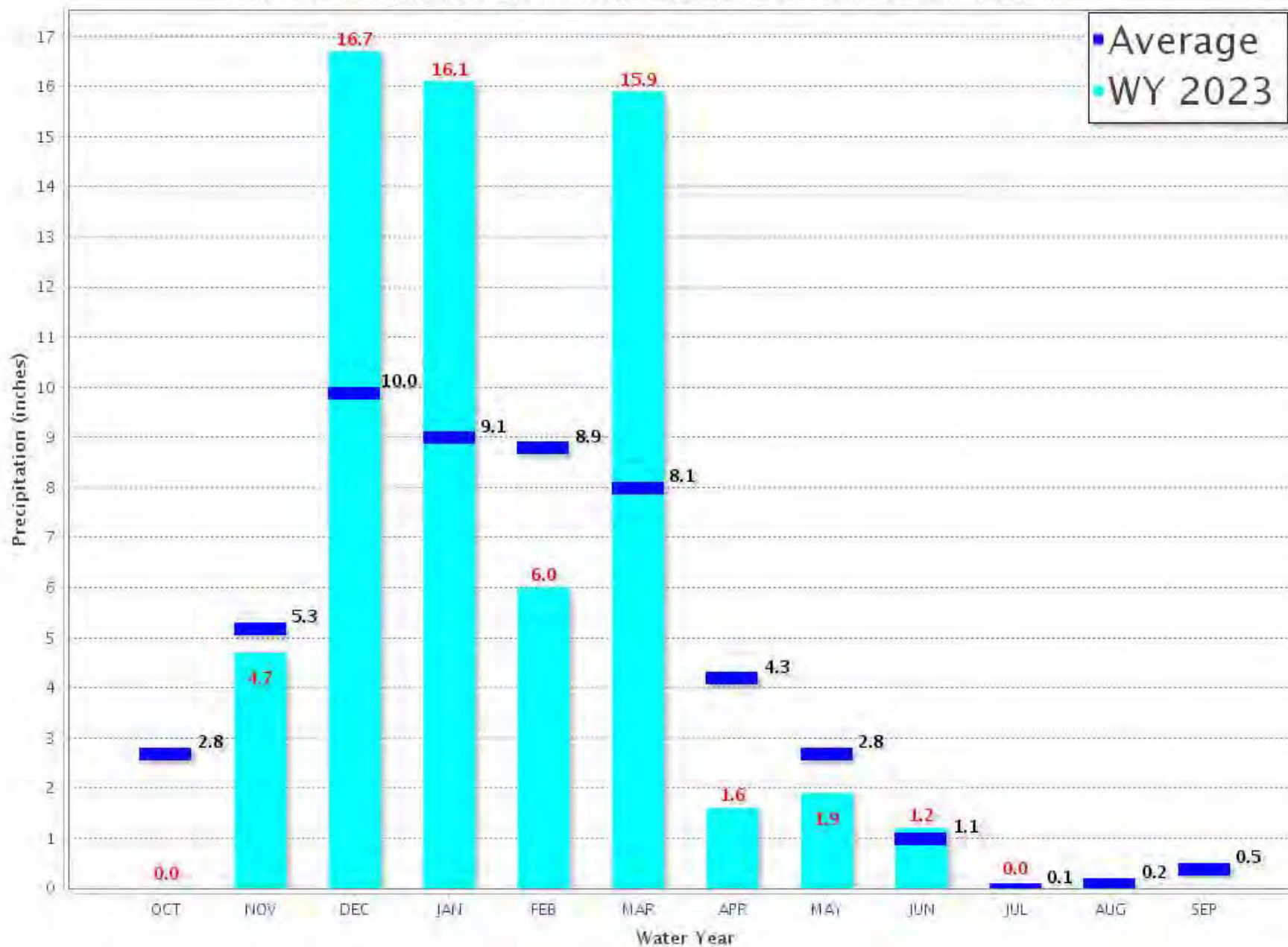


Northern Sierra 8-Station

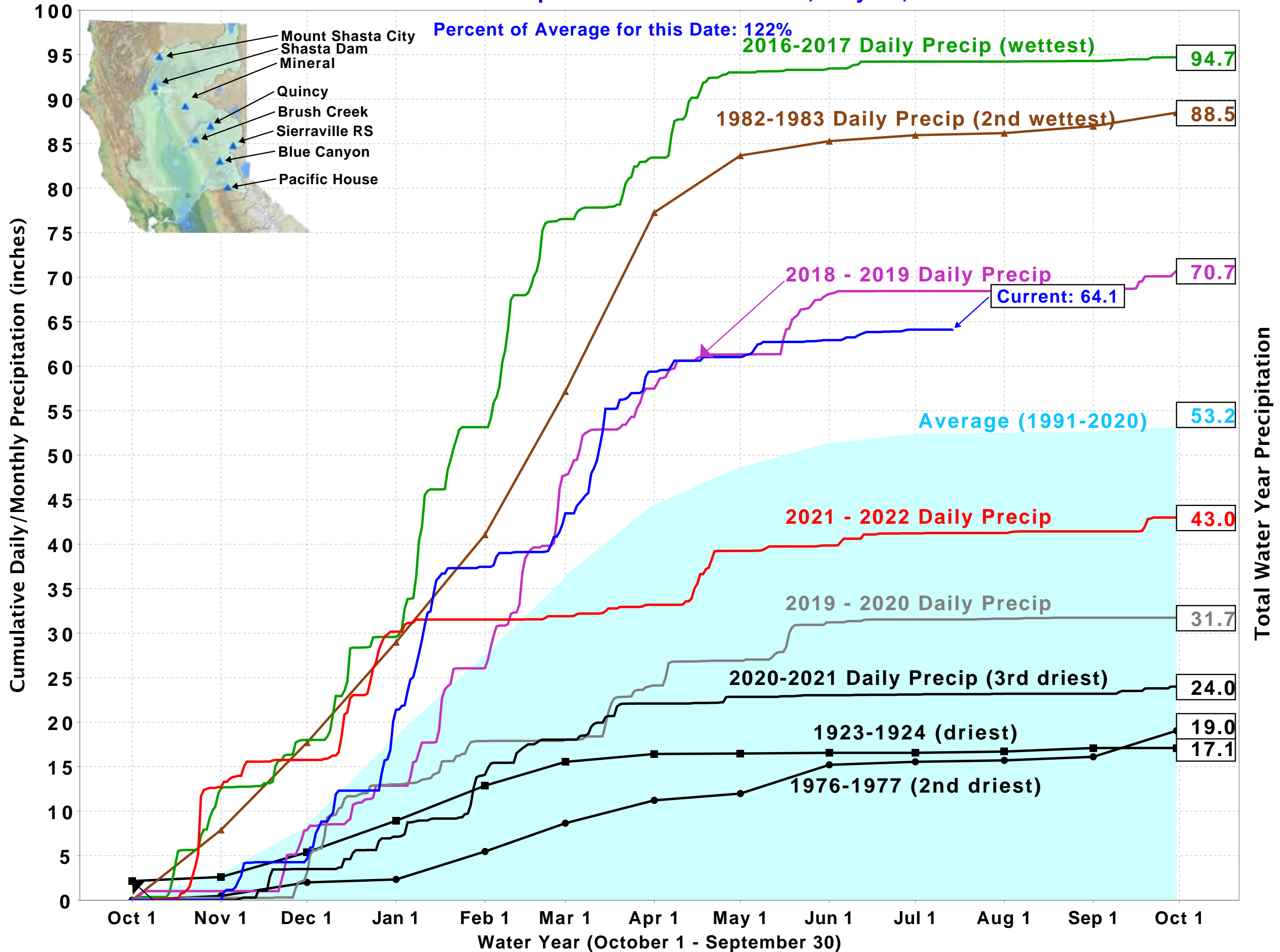
Precipitation Index for Water Year 2023 - Updated on July 14, 2023 02:48 PM

Note: Monthly totals may not add up to seasonal total because of rounding

Water Year Monthly totals are calculated based on Daily precipitation data from 12am to 12am PST



Northern Sierra Precipitation: 8-Station Index, July 14, 2023



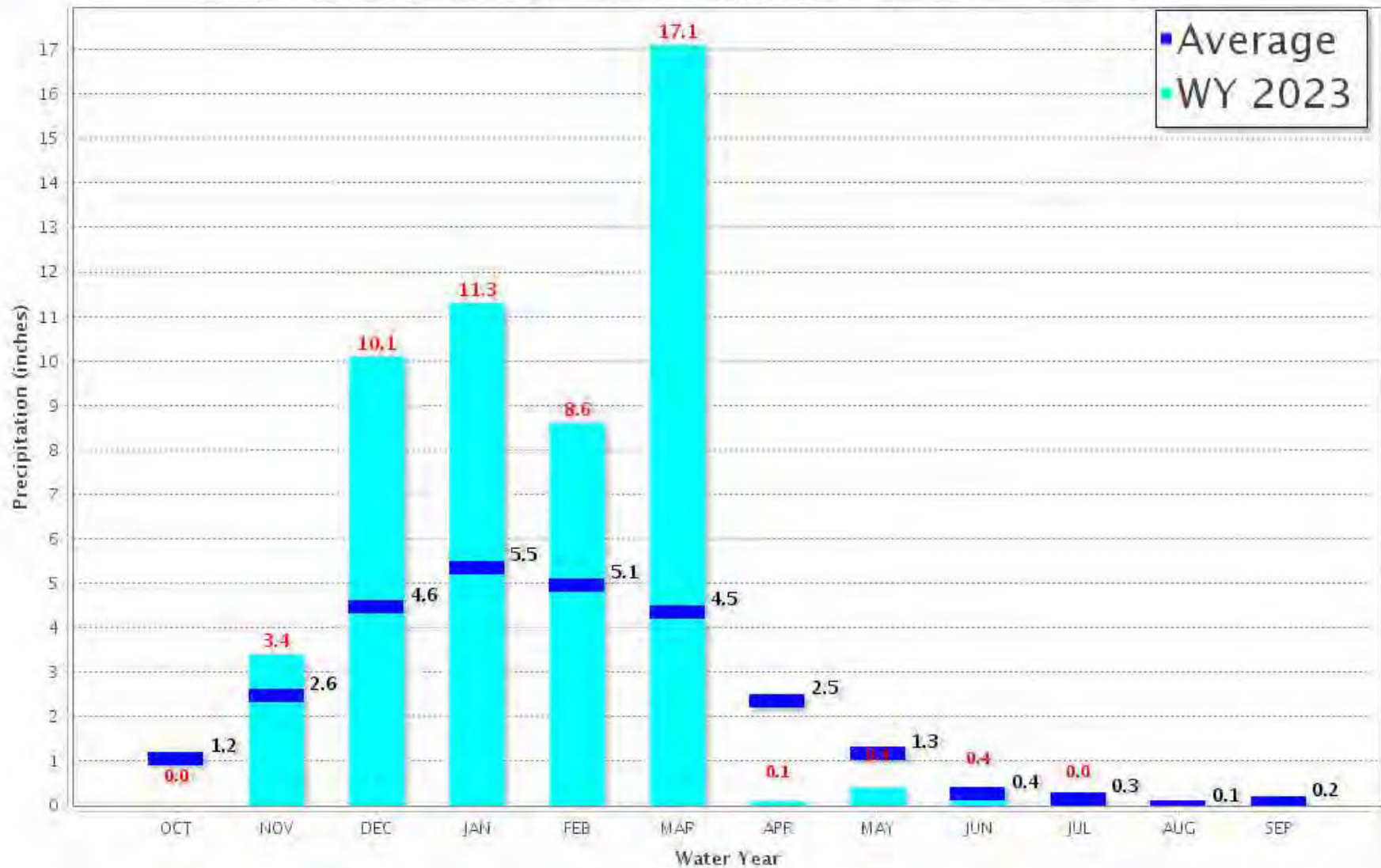


Tulare Basin 6-Station

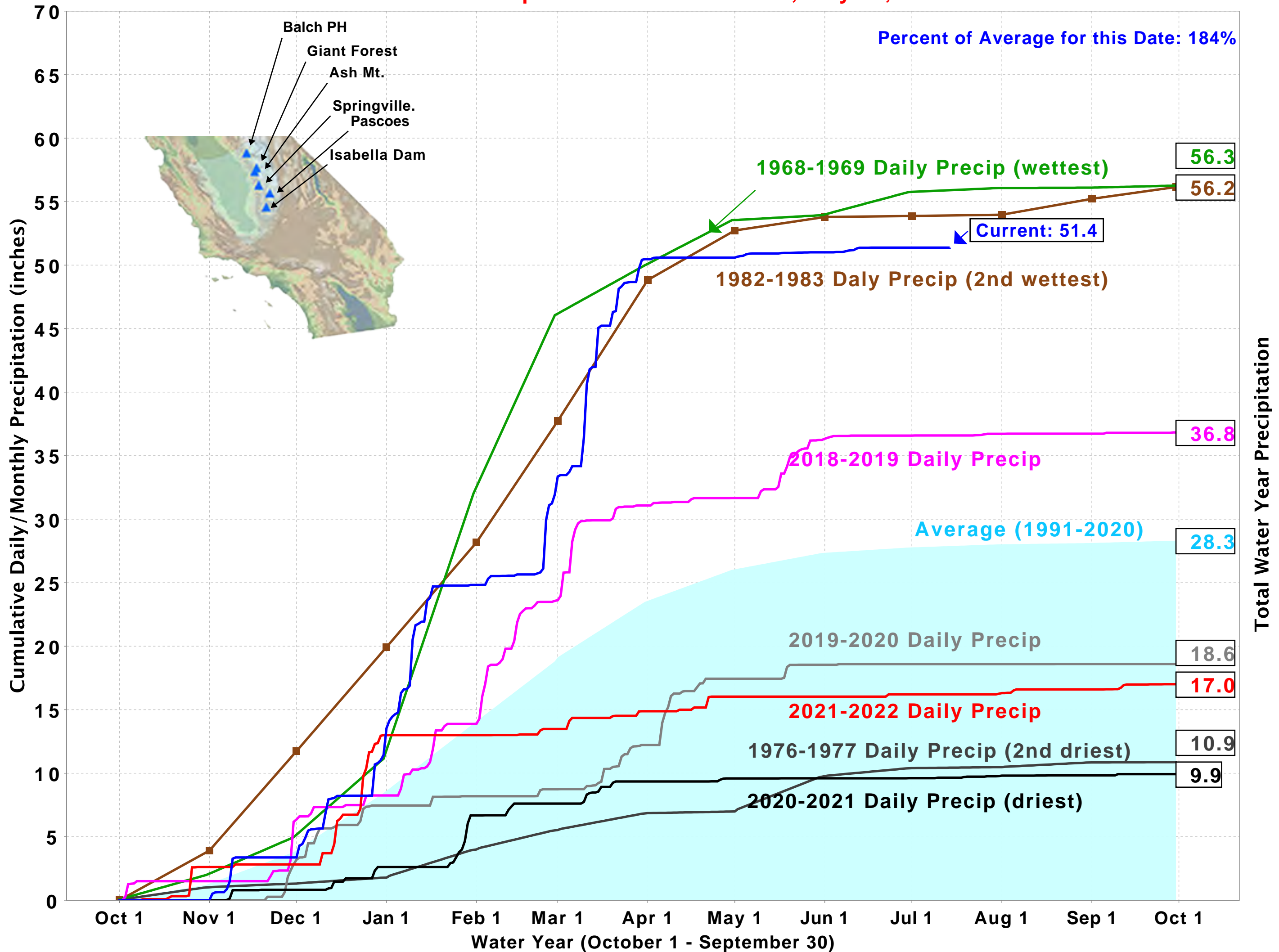
Precipitation Index for Water Year 2023 – Updated on July 14, 2023 02:48 PM

Note: Monthly totals may not add up to seasonal total because of rounding

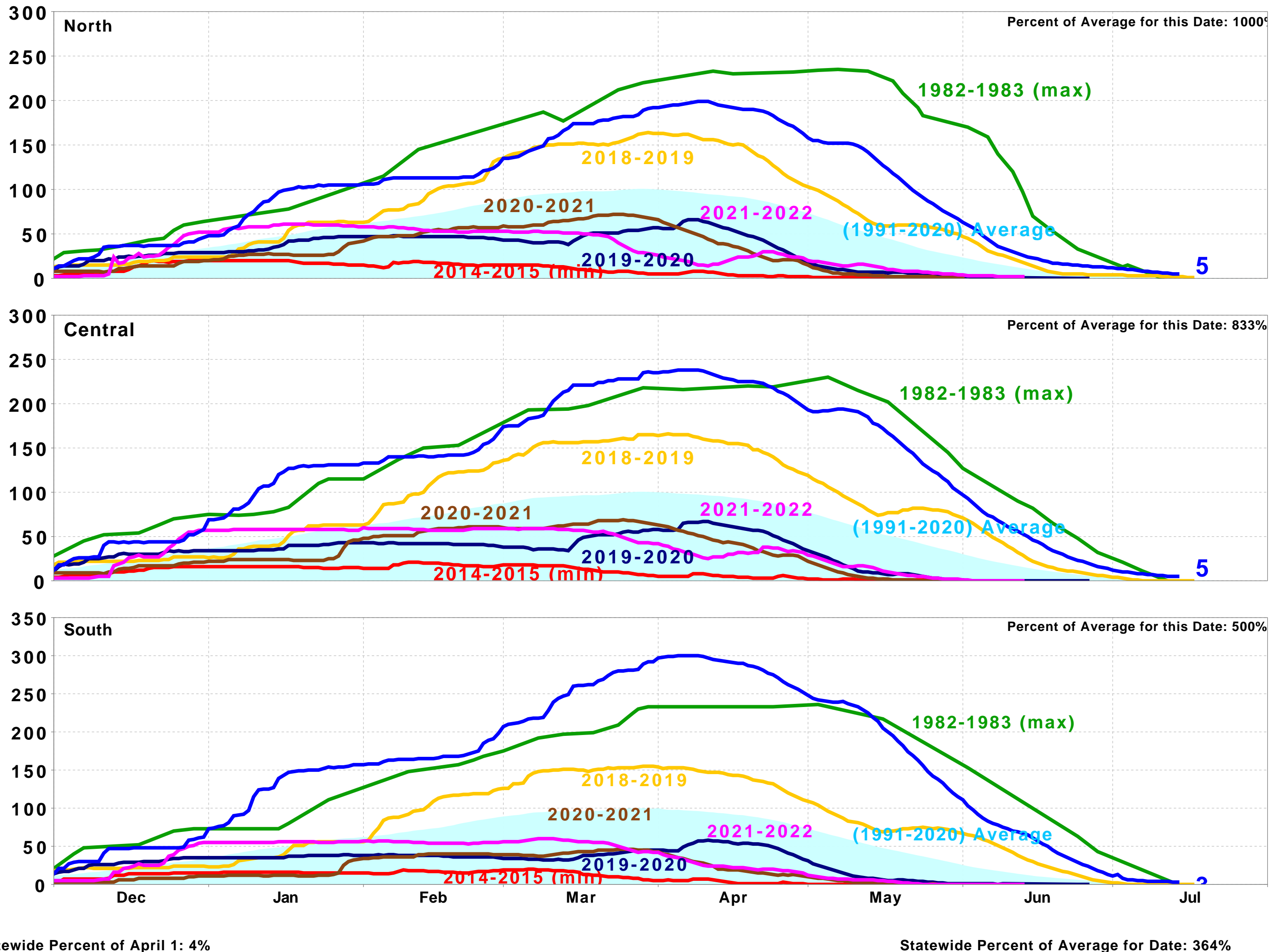
Water Year Monthly totals are calculated based on Daily precipitation data from 12am to 12am PST



Tulare Basin Precipitation: 6-Station Index, July 14, 2023



California Snow Water Content, July 14, 2023, Percent of April 1 Average





STATEWIDE SNOW WATER CONTENT

CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH

Data as of July 14, 2023	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	1.3
Percent of April 1 Average (%)	5
Percent of normal for this date (%)	1000

CENTRAL

Data as of July 14, 2023	
Number of Stations Reporting	41
Average snow water equivalent (Inches)	1.1
Percent of April 1 Average (%)	5
Percent of normal for this date (%)	833

SOUTH

Data as of July 14, 2023	
Number of Stations Reporting	23
Average snow water equivalent (Inches)	0.6
Percent of April 1 Average (%)	3
Percent of normal for this date (%)	500

STATE

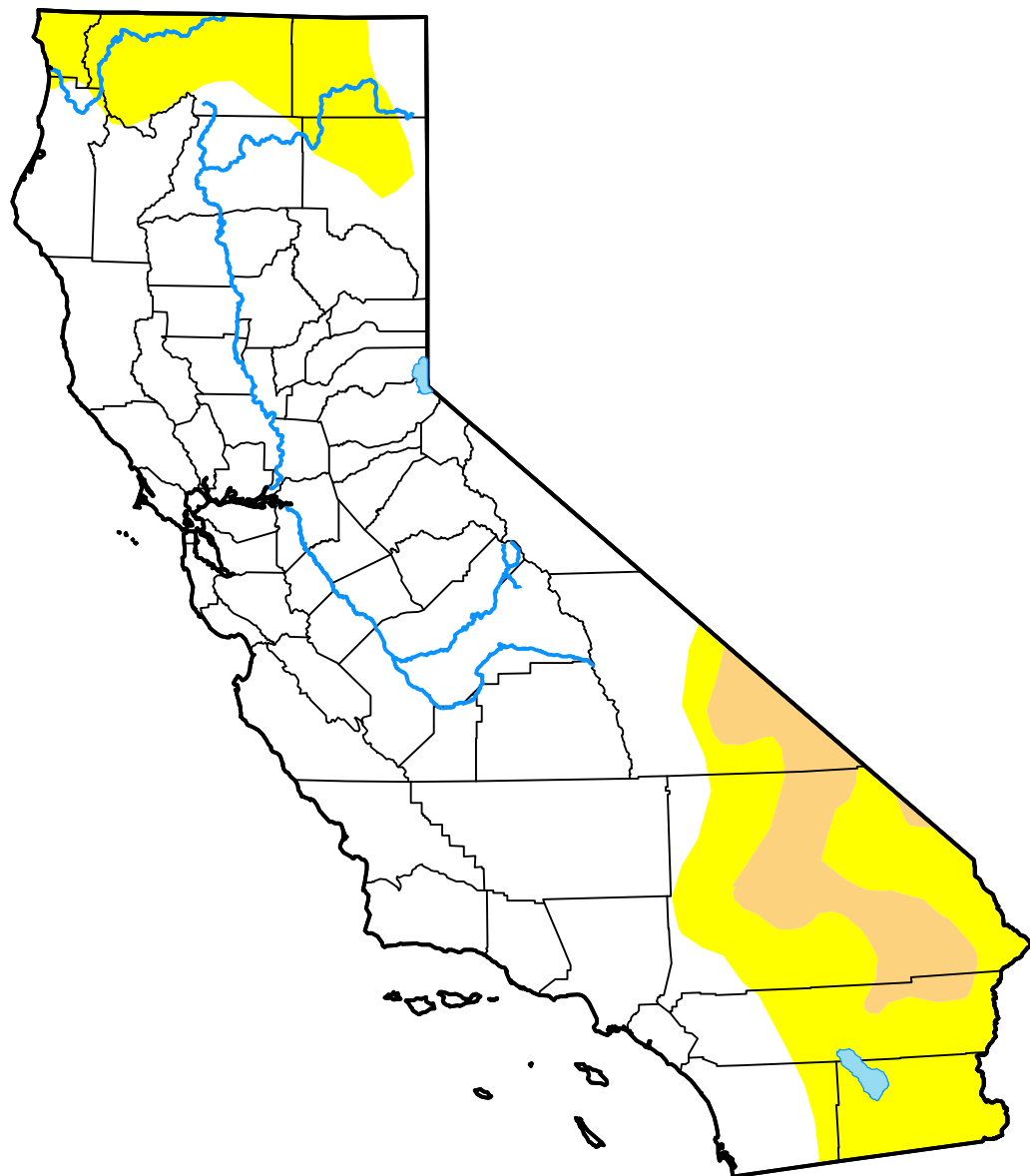
Data as of July 14, 2023	
Number of Stations Reporting	88
Average snow water equivalent (Inches)	1.1
Percent of April 1 Average (%)	4
Percent of normal for this date (%)	364

Statewide Average: 4% / 364%

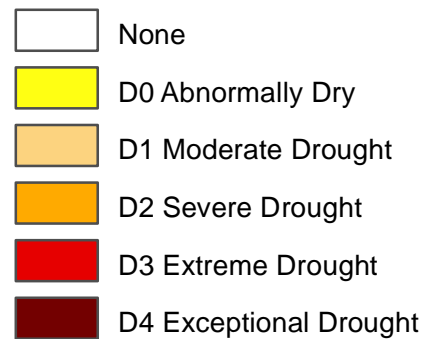
Data as of July 14, 2023

U.S. Drought Monitor California

July 11, 2023
(Released Thursday, Jul. 13, 2023)
Valid 8 a.m. EDT



Intensity:



The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Tinker
CPC/NOAA/NWS/NCEP



droughtmonitor.unl.edu

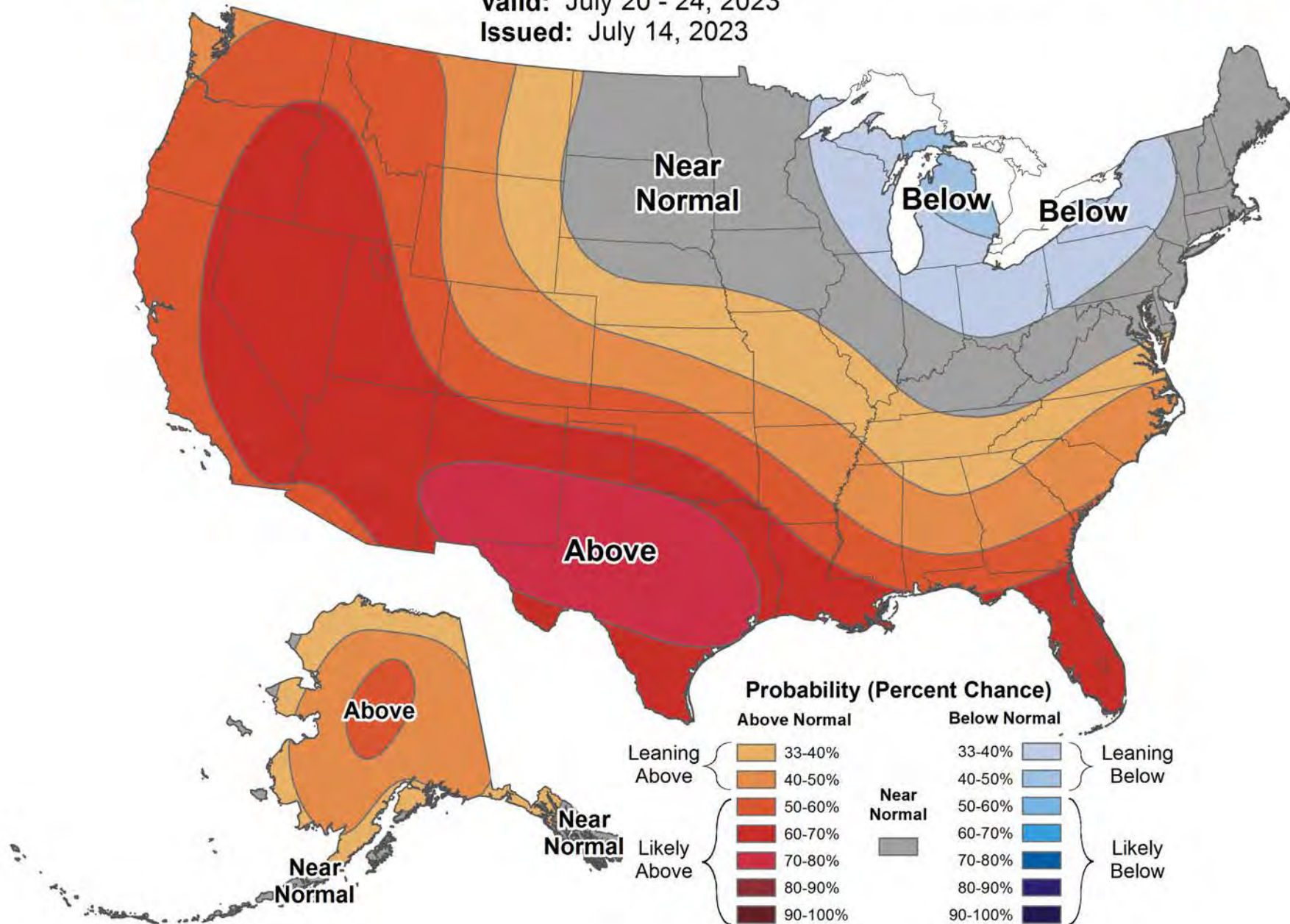


6-10 Day Temperature Outlook



Valid: July 20 - 24, 2023

Issued: July 14, 2023



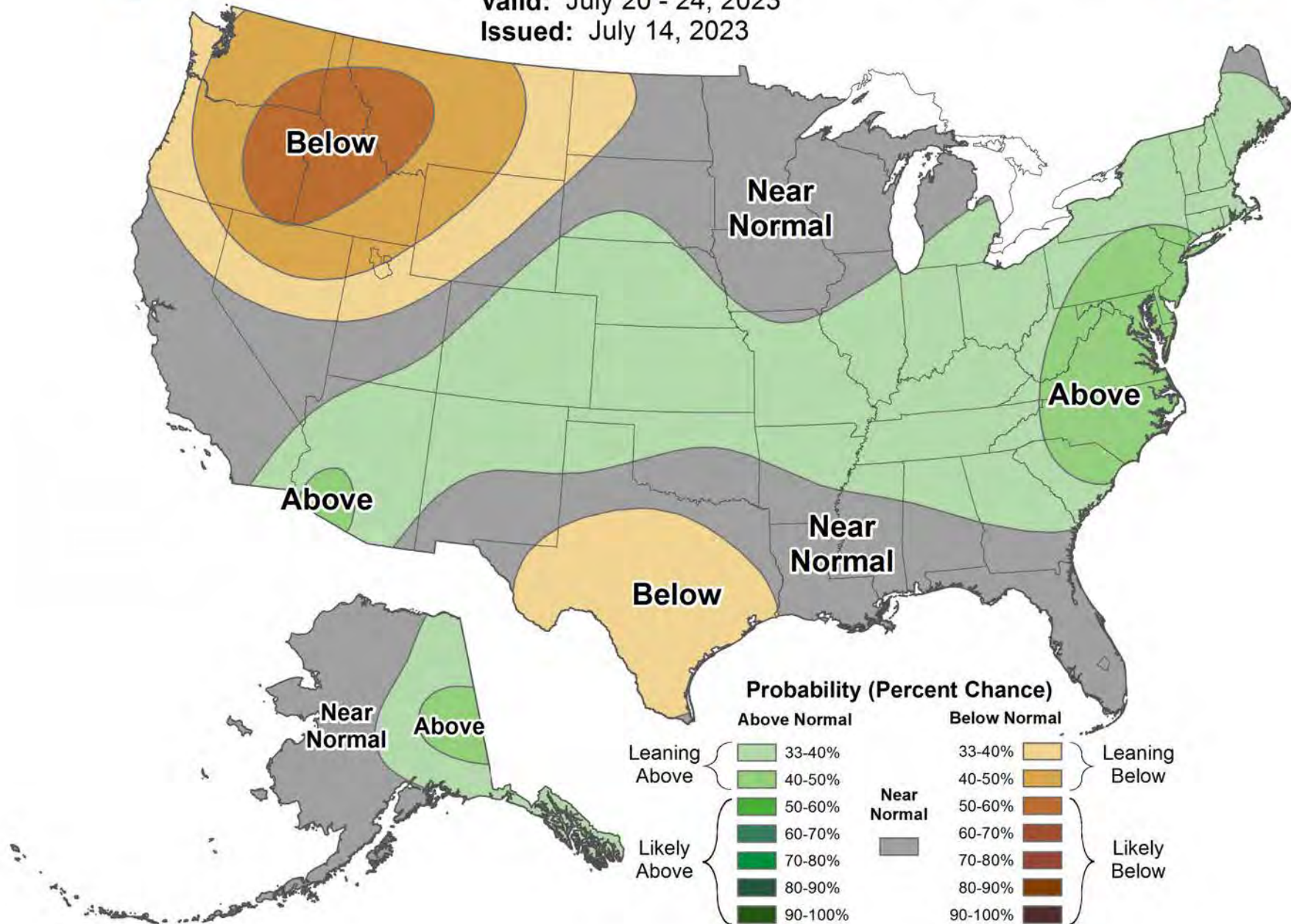


6-10 Day Precipitation Outlook



Valid: July 20 - 24, 2023

Issued: July 14, 2023



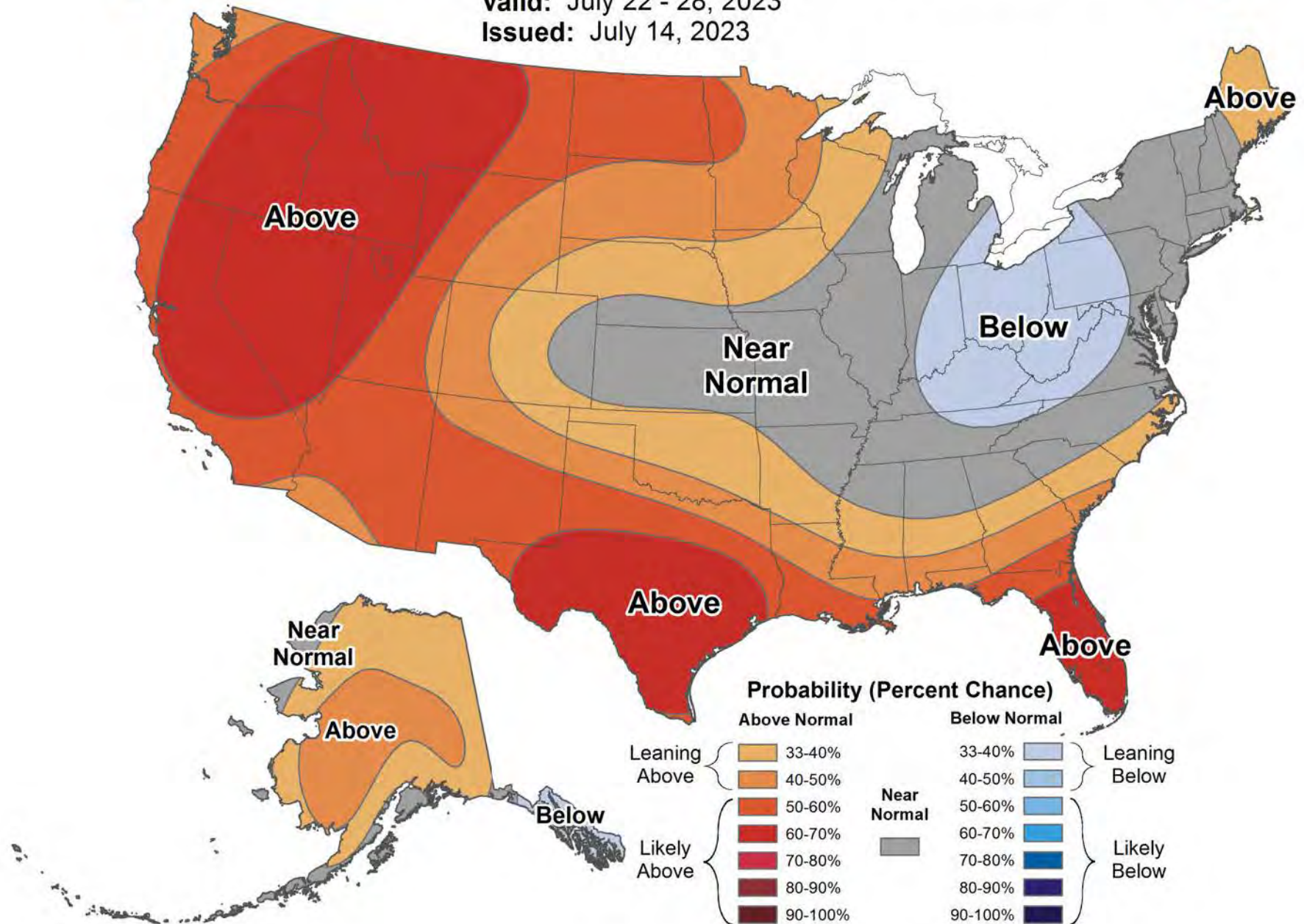


8-14 Day Temperature Outlook



Valid: July 22 - 28, 2023

Issued: July 14, 2023



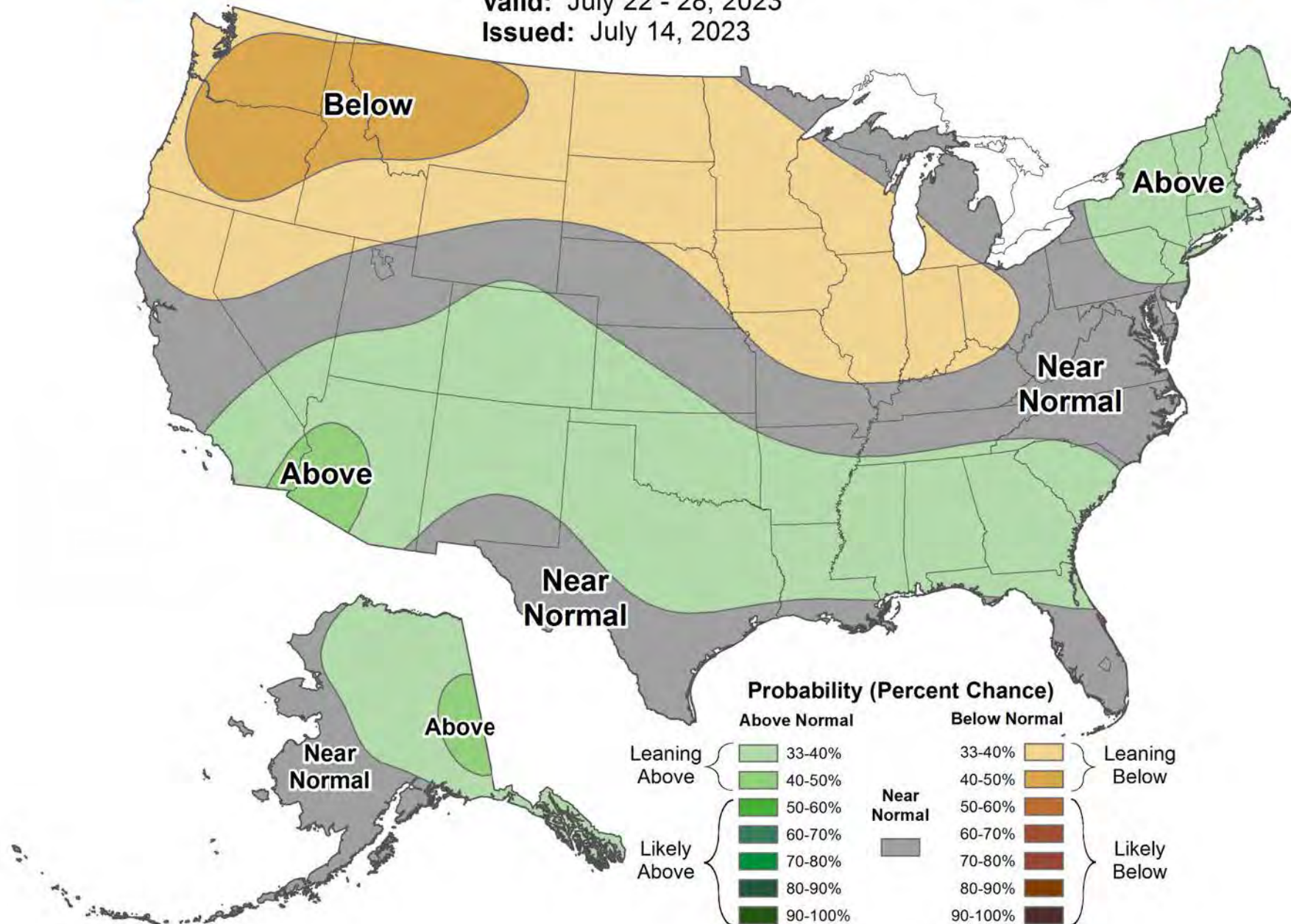


8-14 Day Precipitation Outlook



Valid: July 22 - 28, 2023

Issued: July 14, 2023



KERN RIVER WATERMASTER

mark@kernriverwm.org

661-333-6981

July 10, 2023

To: Kern River Interests

From: L. Mark Mulkay
Kern River Watermaster

RE: Report of Recent Activities

This is the July 10, 2023, Kern River Watermaster Report.

Isabella Dam Safety Modification Project – The COE July 2023 Isabella Situation Report was not available at the writing of this Report.

The Kern River Group meets with the COE on a weekly basis to receive an update on the Project, Reservoir conditions, Fill Plan, and Draw Down Plan. The Kern River Interests are managing Isabella outflows around the June 16th USACE request to not drop below and average of 4600 cfs.

Runoff and Operations – Runoff ramped up to approximately 9000 cfs July 3rd and 4th due to high temperatures and then fell into the 5000 cfs range. I expect them to increase again this coming weekend due to forecasted temperatures near 110 degrees. Isabella is currently at 526,000 acre-feet (see attached Current Reservoir Conditions July 9 attached). An additional 40,000 acre-feet of storage is needed to fill Isabella Reservoir this year. Attached is the July 10, 2023, Tulare Basin Precipitation 6-Station Index for water year 2023. The Index remained steady at 51.4 inches of precipitation, 184% percent of average for this date compared to the water year. Also attached is the July 10th Tulare Basin 6-Station Precipitation Bar Chart showing the same information in a monthly format. The July 10th California Snow Water Content (copy attached) shows the southern Sierra at 7% of the April 1st average and 412% of average for this date.

A few important dates from the past few months:

- May 4th – Mandatory Release Order from USACE of 7500 cfs of Outflow
- May 20th – Kern River Intertie Operations Began
- May 20th – Kern River Notice Order is Distributed
- June 12th – Kern River Intertie Operations Cease
- June 12th – Kern River Notice Order is Canceled
- June 16th – Request from USACE to Average 4600 cfs of Outflow

Kern River Intertie operations ran between May 20th and June 12th and approximately 24,000 acre-feet was delivered to the California Aqueduct.

The USACE required a reduction in flow on June 27th to make a visual inspection of the Isabella Reservoir Outlet Tunnel. The flow was reduced beginning 12:01 am down to a zero flow at 7:00 am. The inspection (originally scheduled to take between 6 to 8 hours) was completed in just under three hours and the flow was then increased back up to approximately 6500 cfs by midnight. The inspection went well and the reduction in flow was managed by all the Kern River Interests.

Public Outreach – The public continues to request information and updates regarding Kern River flows and forecasts. I communicated with all four television stations in town and the Bakersfield Californian this month. I am scheduled to present to the NOR Chamber of Commerce on July 13th and the Water Association of Kern County July 25th. I participated in the Kern County OES meetings until they ceased in mid-June. I also participated in calls with DWR staff regarding the Kern River Intertie operations on a weekly basis during its operation.

California Cooperative Snow Surveys – The final ground snow surveys for 2023 were completed during the last few days of May and the data was forwarded to DWR and ASO. This data was included in the final DWR B-120 Report.

Aerial Snow Observatory – The ASO continues to hold weekly meetings to discuss final modeling and reporting of their forecasts. The first year ASO Report for the Kern River left a lot of questions. It will take a few years of additional data collection and modeling before its true value begins to be seen.

Attachments:

- COE Isabella Situation Report, Not Available
- Current Reservoir Conditions, July 9, 2023
- Tulare Basin Precipitation: 6-Station Index, July 10, 2023
- Tulare Basin 6-Station Index (bar chart), July 10, 2023
- California Snow Water Content Percent of April 1st Average, July 7, 2023



When

Tuesday, July 25, 2023 from 11:30 AM to 1:00 PM PDT

[Add to Calendar](#)

Where

Bakersfield College, Renegade Event Center
1801 Panorama Drive
Bakersfield, CA 93305

[Vehicle Parking Pass REQUIRED](#)

Contact

Jenny Holtermann
Water Association of Kern County
jenny@wakc.com

The poster features a background image of a river flowing through a rocky, forested landscape. The text is overlaid on the image. At the top, it says "join us for lunch & discussion on" followed by a bulleted list: "• Water Year Precipitation", "• Runoff Forecasts", and "• Isabella Storage". Below this, the name "KERN RIVER WATERMASTER, MARK MULKAY" is prominently displayed. The date and time "TUESDAY, JULY 25 11:30AM" are also clearly visible. The location "Bakersfield College Renegade Event Center 1801 Panorama Dr. Bakersfield, CA. 93305" is listed. The WAKC logo is in the bottom right corner of the poster. At the very bottom of the poster, it says "email jenny@wakc.com for more information".

join us for lunch & discussion on

- Water Year Precipitation
- Runoff Forecasts
- Isabella Storage

**KERN RIVER WATERMASTER,
MARK MULKAY**

**TUESDAY, JULY 25
11:30AM**

Bakersfield College
Renegade Event Center
1801 Panorama Dr.
Bakersfield, CA. 93305

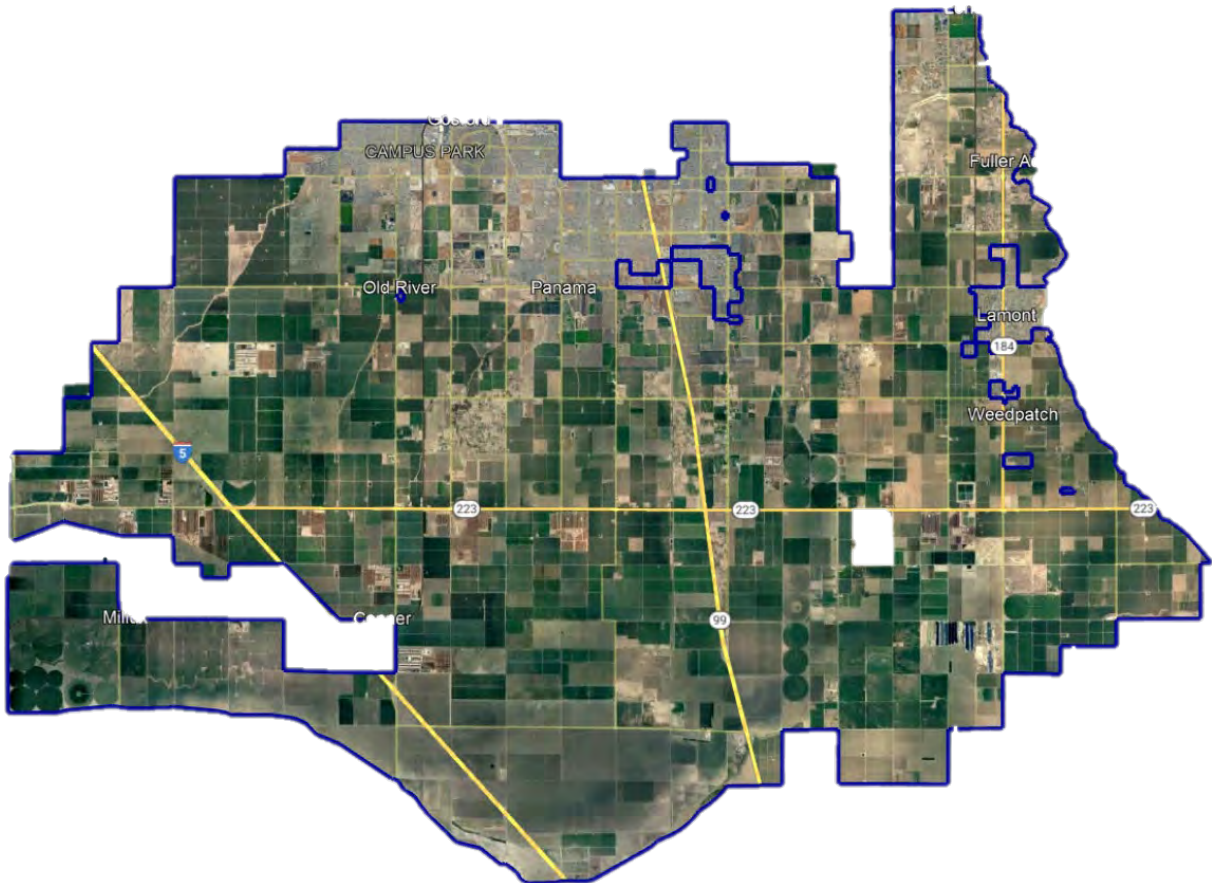
WAKC
WATER ASSOCIATION OF KERN COUNTY

email jenny@wakc.com for more information

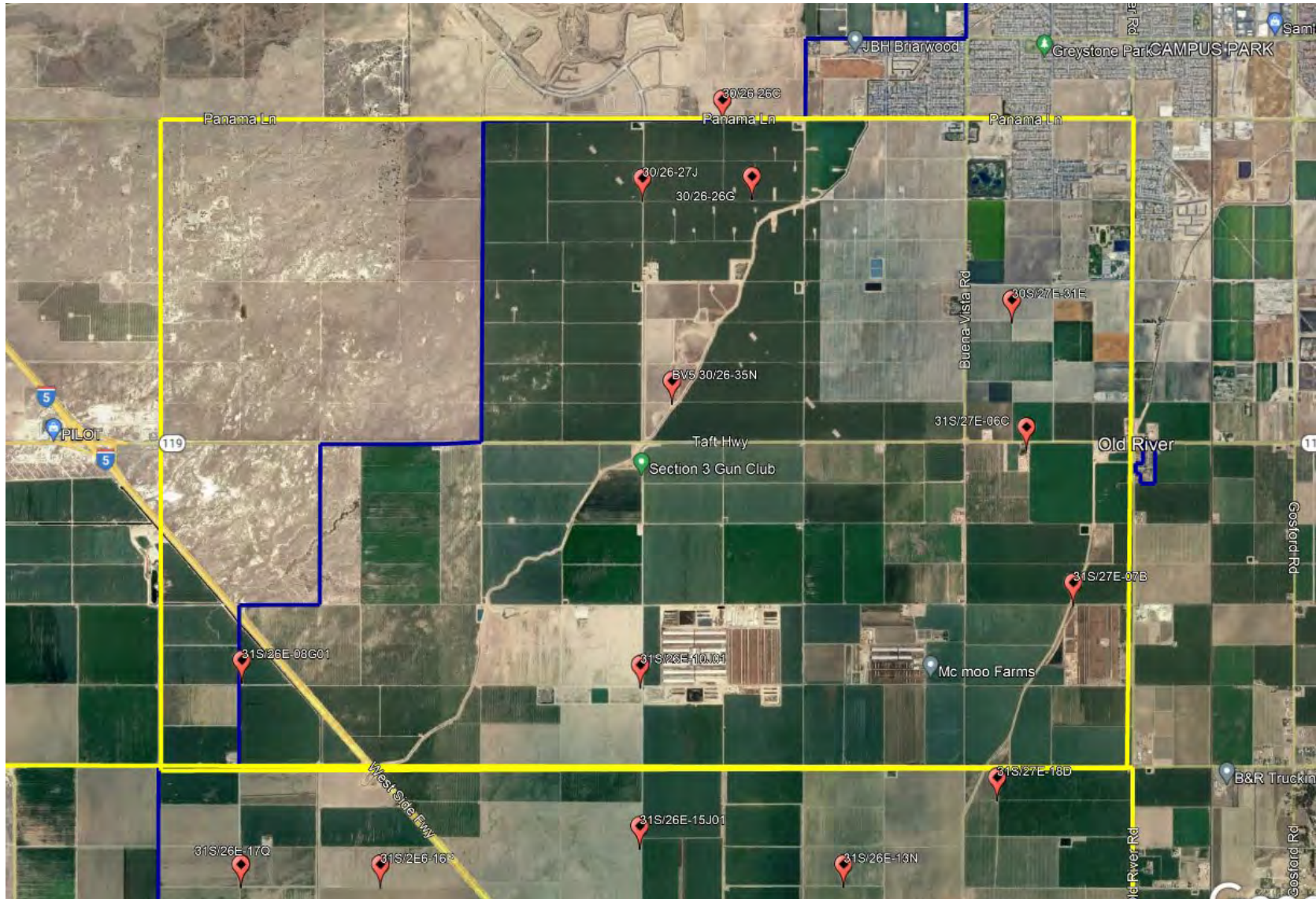
Register Now!



Monthly Groundwater Report



July 2023



		JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	HIGH (by well)	LOW (by well)	AVERAGE (by well)
Northwest Quadrant	30/26-26C	R	204	G	G	207	NR	NR	NR	NR	210	217						217	204	210
	30/26-26G	R	199	G	G	G	NR	NR	NR	NR	212	215						215	199	209
	30/26-27J	R	210	G	G	218	218	NR	NR	NR	210	R						218	210	214
	30/26-35N	184	171	169	185	217	207	202	201	200	199	203						217	169	194
	30/27-31E	202	219	201	224	228	226	219	R	NR	R	237						237	201	220
	31/26-08G	NR	204	205	200	NR	217	216	170	175	178	234						234	170	200
	31/26-10J	202	NR	203	205	216	208	196	196	197	R	R						216	196	203
	31/27-06C	208	215	203	215	228	226	212	R	225	226	235						235	203	219
	31/27-07B	R	200	NR	235	207	207	202	208	211	217	220						235	200	212
	MONTHLY AVG	199	203	196	211	217	216	208	194	202	207	223								
MAXIMUM DEPTH TO WATER NW (running average for all data last 5 years)																		237		
MINIMUM DEPTH TO WATER NW (running average for all data last 5 years)																		169		
AVERAGE DEPTH TO WATER NW (running average for all data last 5 years)																		208		

G = gated well, unable to access

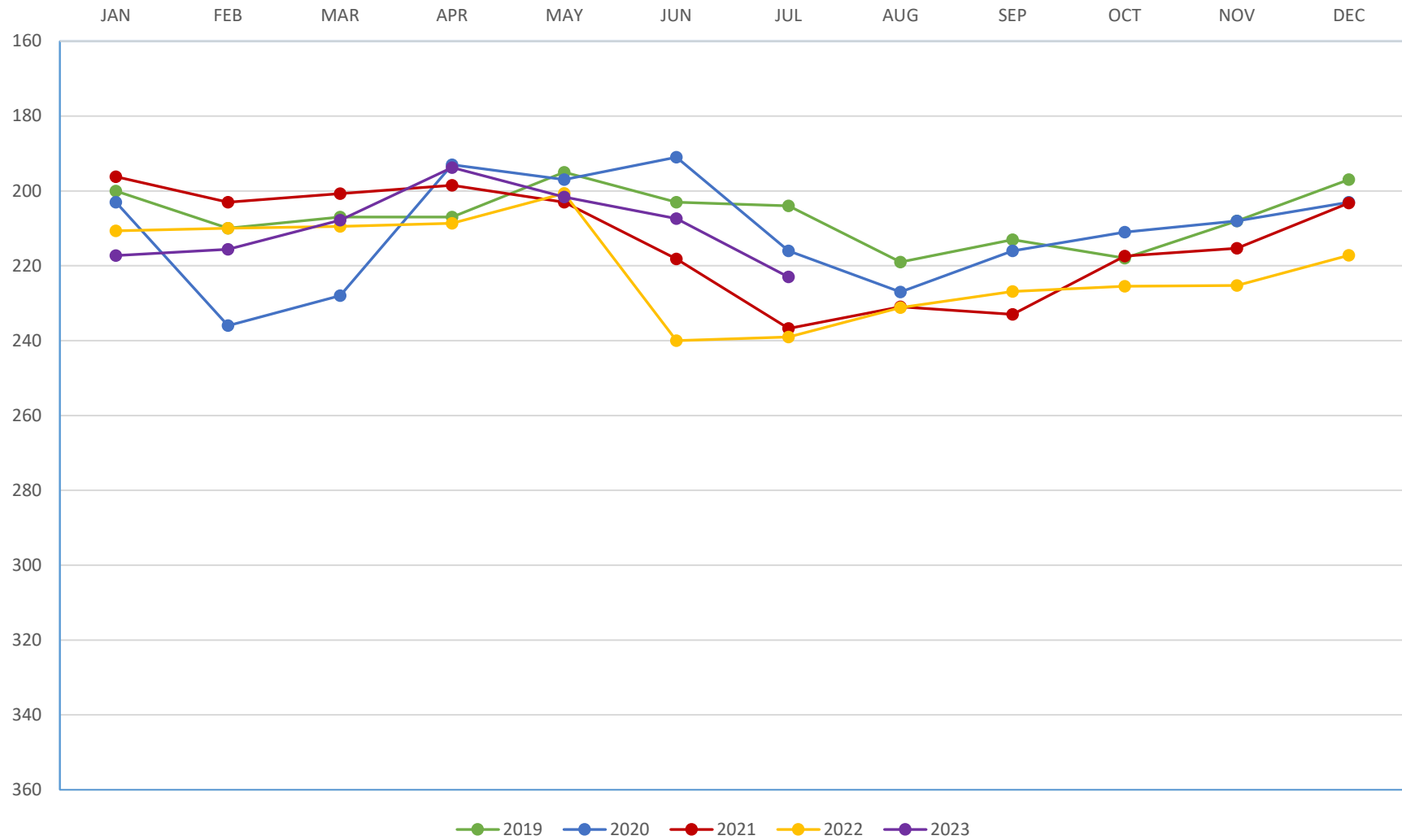
R = running well, no measurement taken

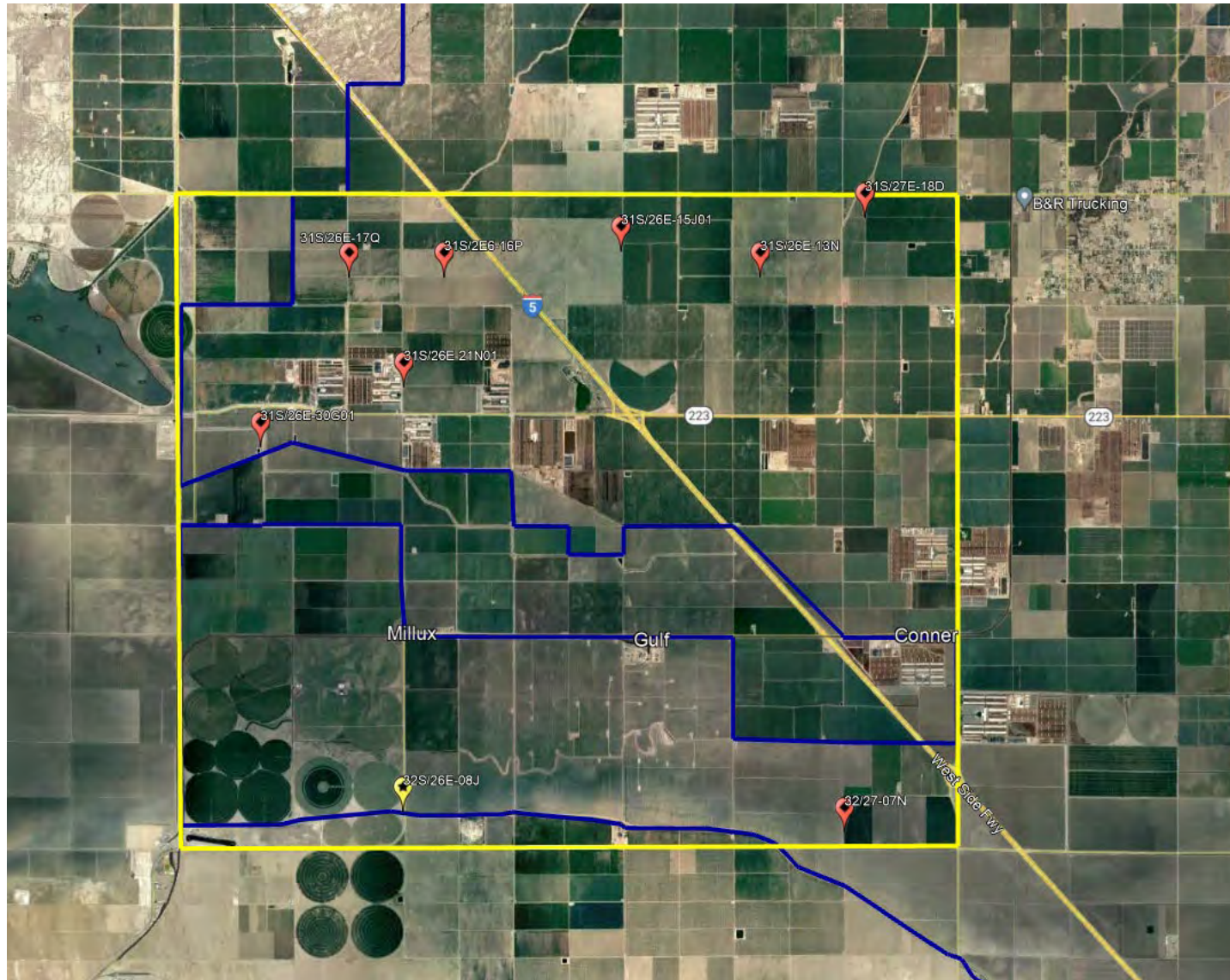
NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

2023

NORTHWEST





2023

Southwest Quadrant		JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	HIGH (by well)	LOW (by well)	AVERAGE (by well)
	31/26-13N	201	NR	NR	206	215	204	201	187	201	204	222						222	187	205
	31/26-15J	205	NR	201	205	211	207	199	178	189	205	201						211	178	200
	31/26-16P	207	204	202	200	207	201	182	183	R	R	R						207	182	198
	31/26-17Q	210	203	219	202	NR	204	201	NR	200	220	213						220	200	208
	31/26-21N	238	204	204	228	215	208	202	R	182	207	213						238	182	210
	31/26-30G	240	268	203	234	200	200	202	201	160	207	231						268	160	213
	31/27-18D01	206	201	203	222	222	217	201	R	200	217	225						225	200	211
	32/26-08J	215	209	212	200	213	200	202	201	200	202	200						215	200	205
	32/27-07N	200	288	200	201	NR	200	163	157	167	179	164						288	157	192
	MONTHLY AVG	214	225	206	211	212	205	195	185	187	205	209								
	MAXIMUM DEPTH TO WATER SW (running average for all data last 5 years)																	288		
	MINIMUM DEPTH TO WATER SW (running average for all data last 5 years)																	157		
	AVERAGE DEPTH TO WATER SW (running average for all data last 5 years)																	205		

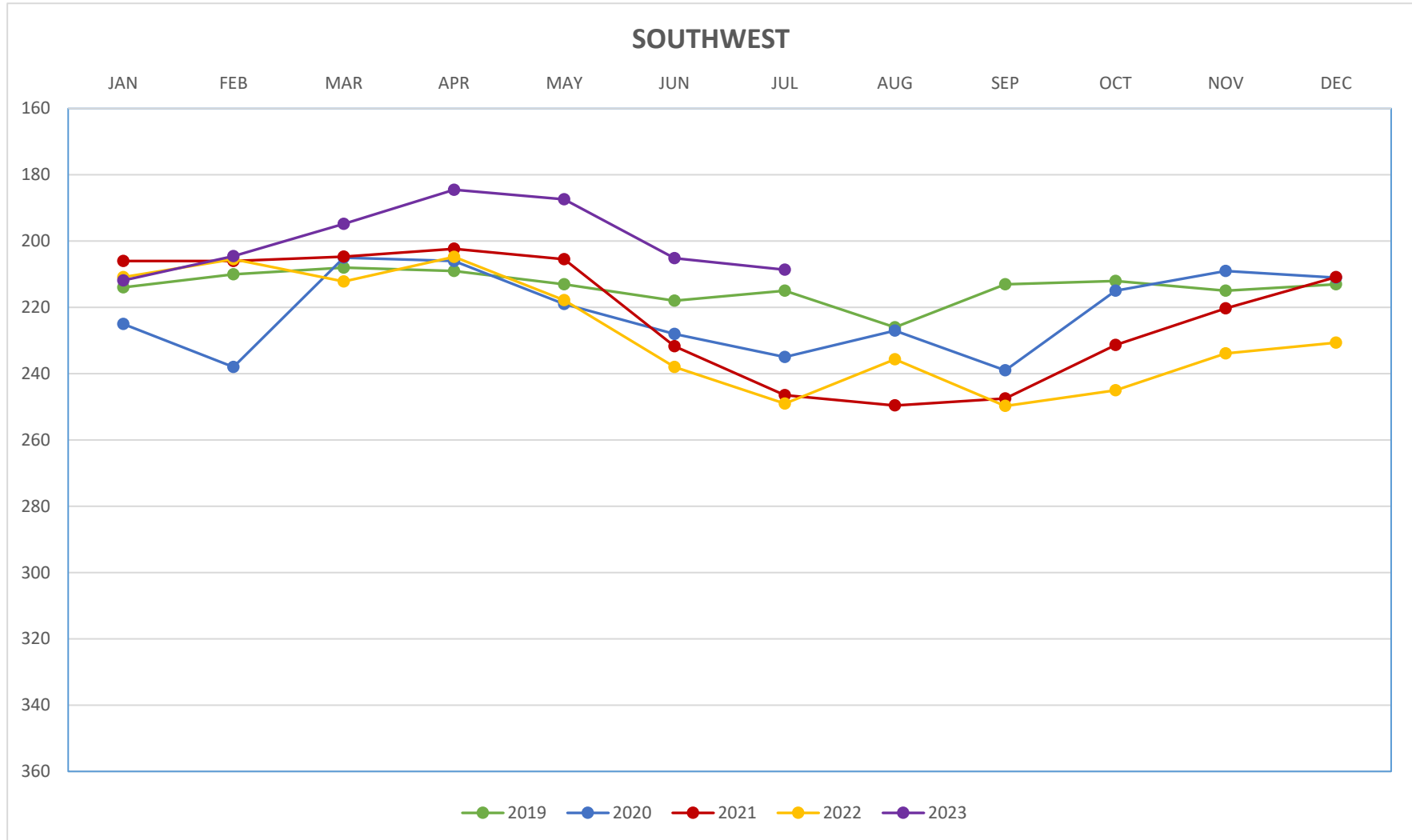
G = gated well, unable to access

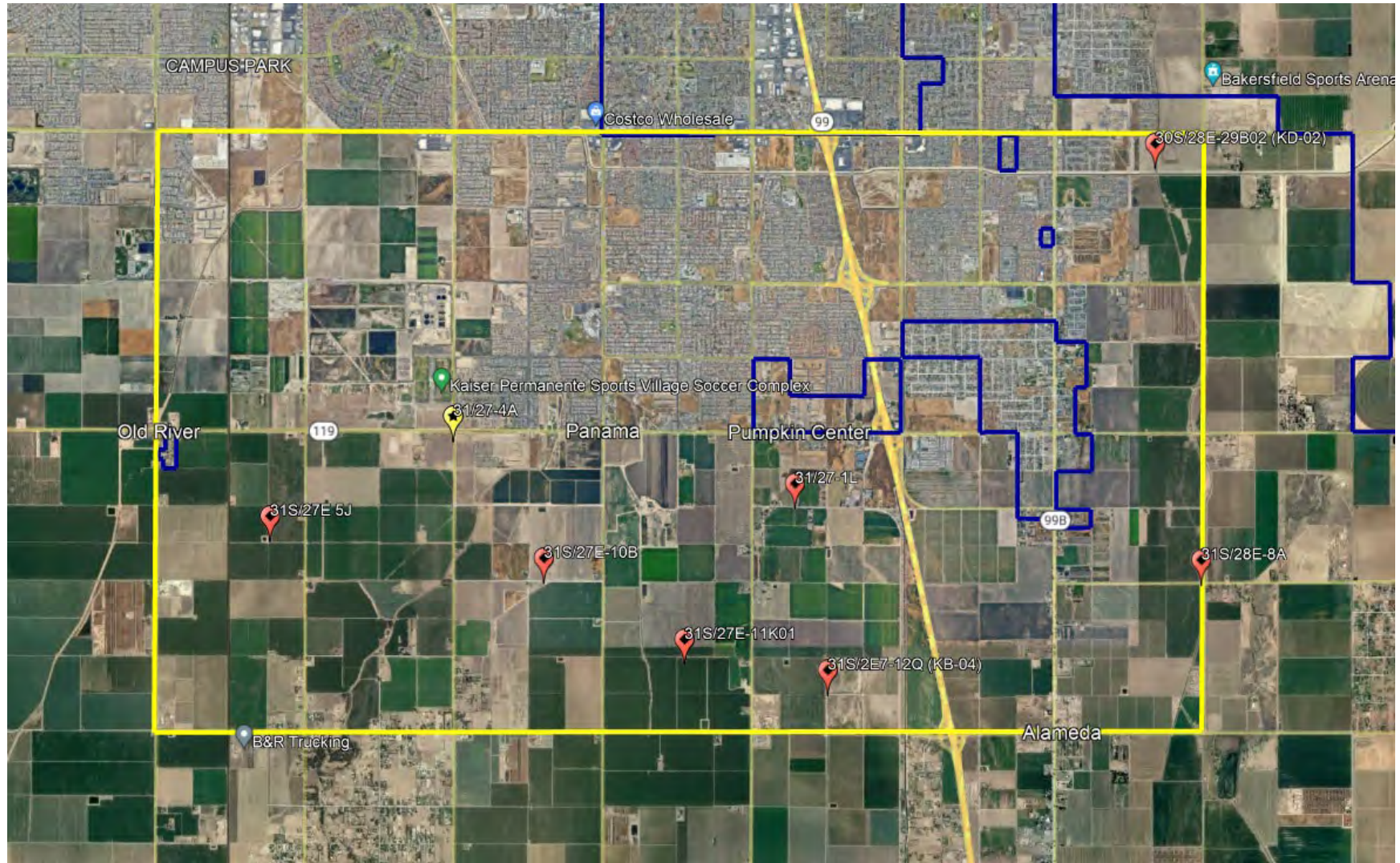
R = running well, no measurement taken

NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

2023





North-Central Quadrant		JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	HIGH (by well)	LOW (by well)	AVERAGE (by well)
	30/28-29B	243	229	225	231	240	237	236	234	173	231	237						243	173	229
	31/27-01L	220	232	219	170	219	217	217	R	217	218	229						232	170	216
	31/27-04A	183	184	179	182	186	185	184	183	189	188	189						189	179	185
	31/27-05J	NR	228	207	230	214	223	217	220	228	228	235						235	207	223
	31/27-10B	NR	208	208	210	210	210	208	209	213	217	221						221	208	211
	31/27-12Q	140	139	141	174	172	169	166	165	176	164	164						176	139	161
	31/28-08A	243	244	249	264	256	253	251	235	240	261	265						265	235	251
	MONTHLY AVG	206	209	204	209	214	213	211	208	205	215	220								
MAXIMUM DEPTH TO WATER N-C (running average for all data last 5 years)																		265		
MINIMUM DEPTH TO WATER N-C (running average for all data last 5 years)																		139		
AVERAGE DEPTH TO WATER N-C (running average for all data last 5 years)																		211		

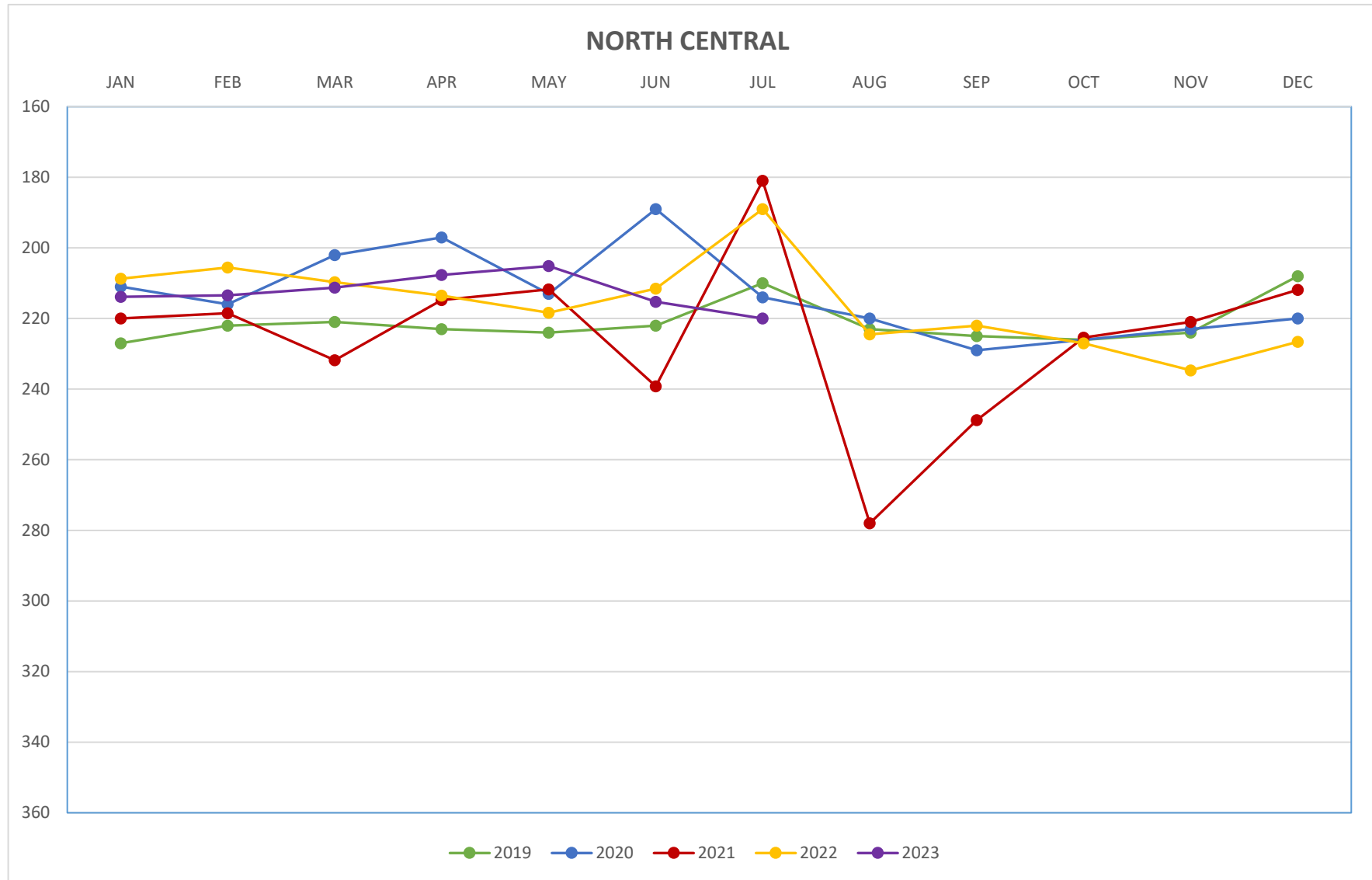
G = gated well, unable to access

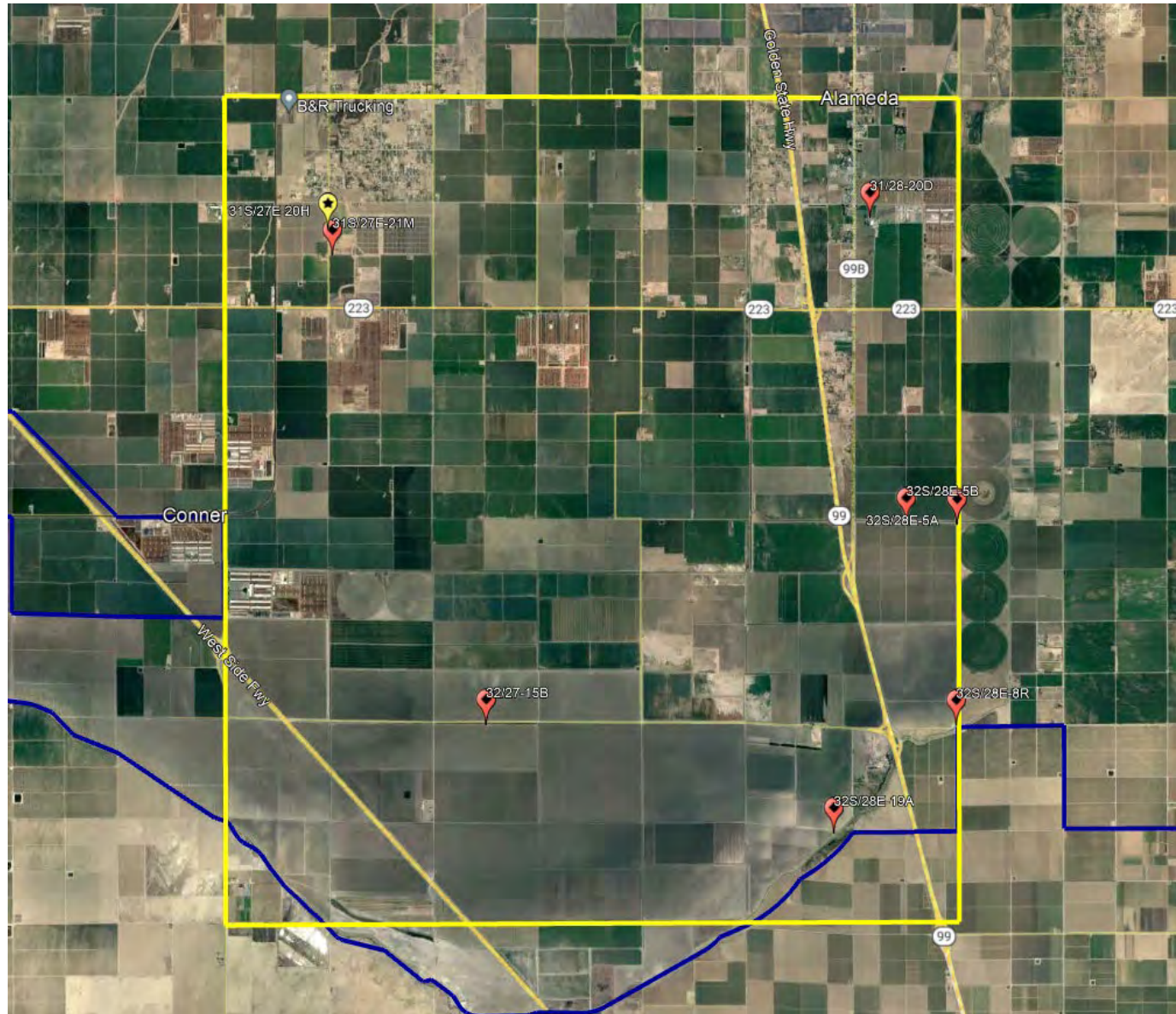
R = running well, no measurement taken

NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

2023





		JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	HIGH (by well)	LOW (by well)	AVERAGE (by well)
South-Central Quadrant	31/27-20H	NR	211	NR	213	203	NR	188	187	201	223	225						225	187	206
	31/27-21M	L	L	NR	220	NR	NR	206	168	170	178	201						220	168	191
	31/28-20D	190	201	R	202	203	202	NR	NR	NR	R	207						207	190	201
	32/27-15B	231	202	200	201	338	270	264	255	260	280	260						338	200	251
	32/28-19A	215	222	222	255	NR	237	234	231	254	262	270						270	215	240
	32/28-05A	250	239	220	214	243	233	231	211	223	237	240						250	211	231
	32/28-05B	226	201	205	221	215	221	211	204	211	222	236						236	201	216
	32/28-08R	224	253	222	255	NR	234	248	234	230	263	260						263	222	242
	MONTHLY AVG	223	218	214	223	240	233	226	213	221	238	237								
	MAXIMUM DEPTH TO WATER S-C (running average for all data last 5 years)																	338		
	MINIMUM DEPTH TO WATER S-C (running average for all data last 5 years)																	168		
	AVERAGE DEPTH TO WATER S-C (running average for all data last 5 years)																	226		

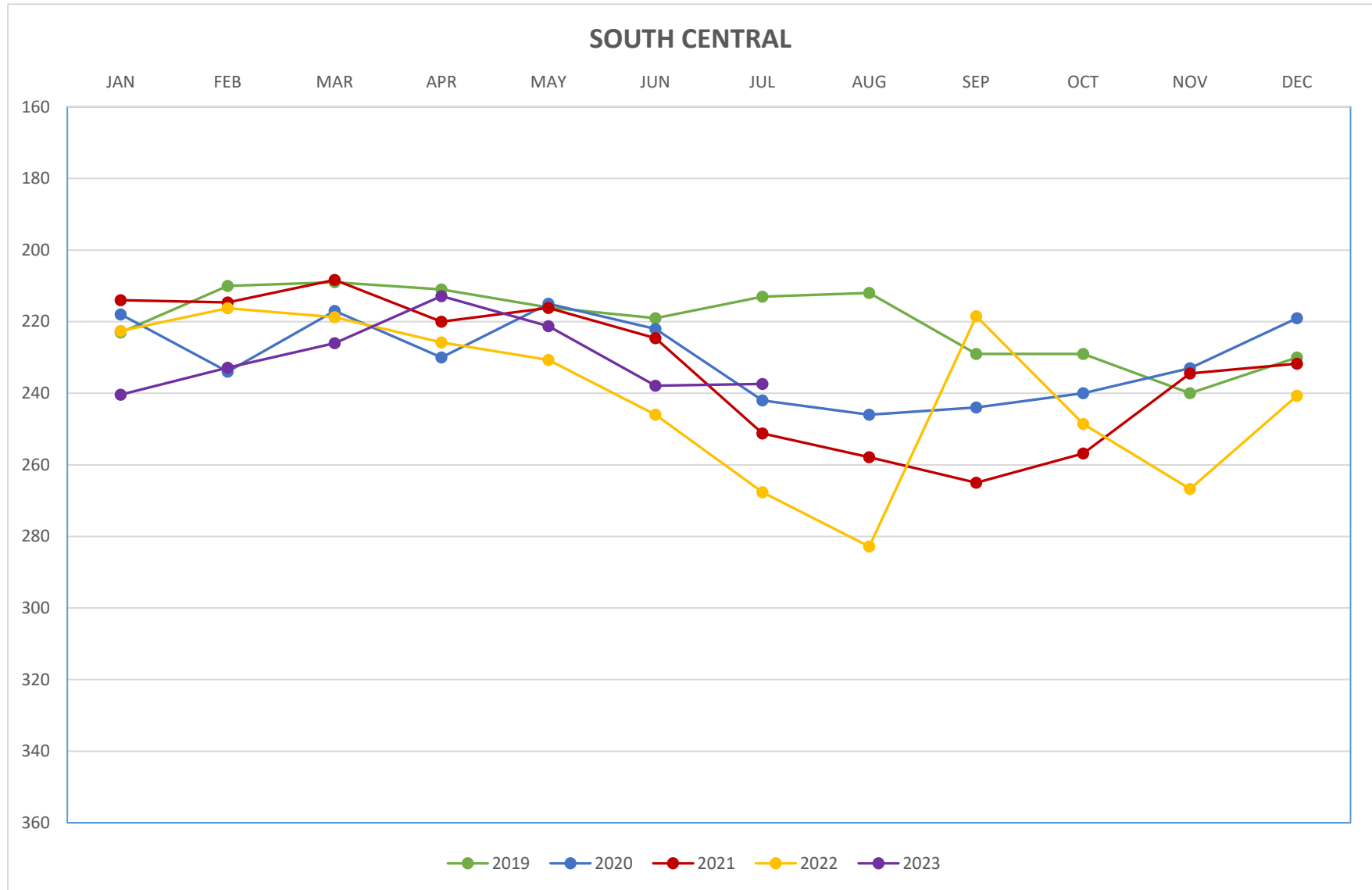
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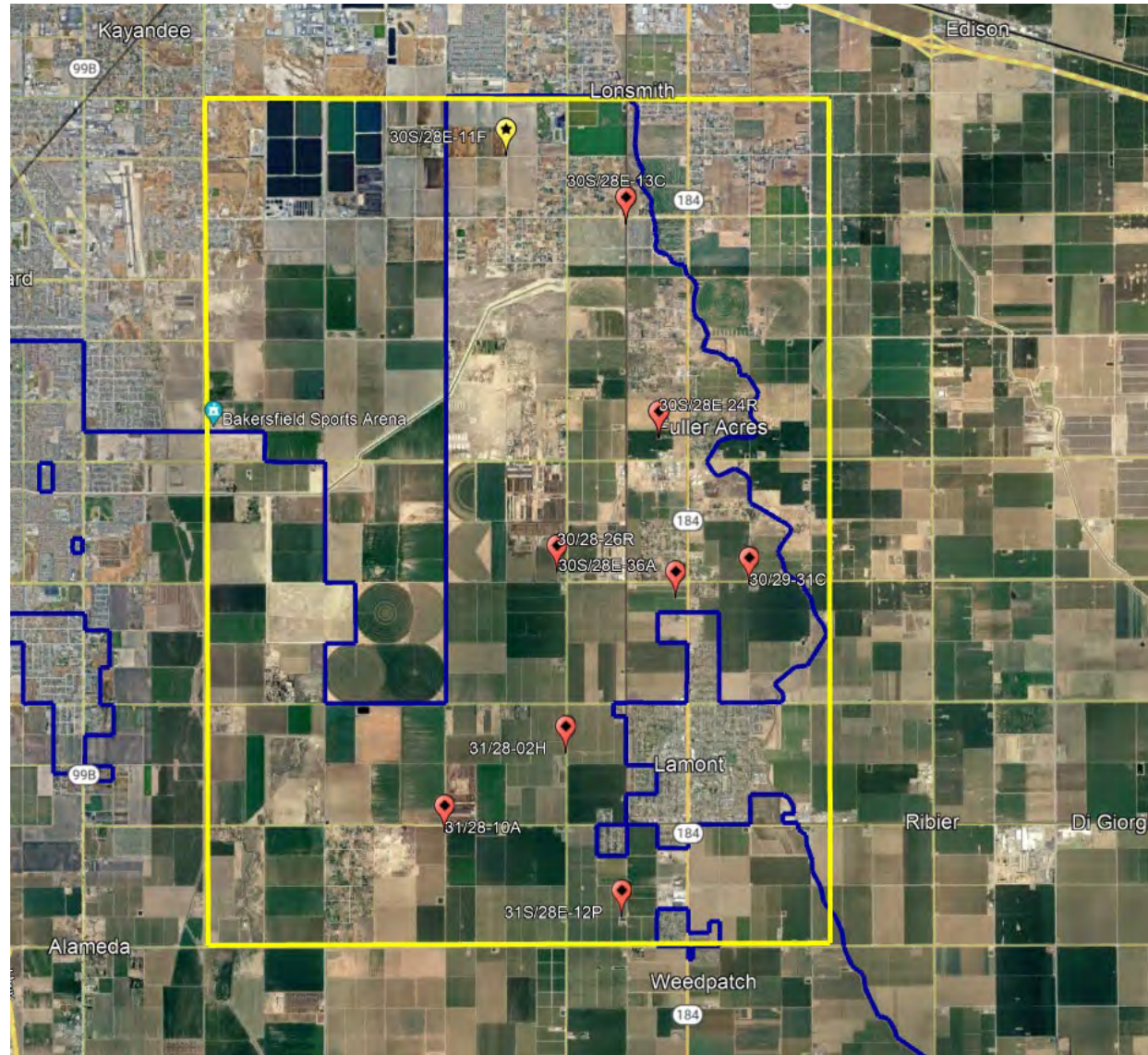
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NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

2023





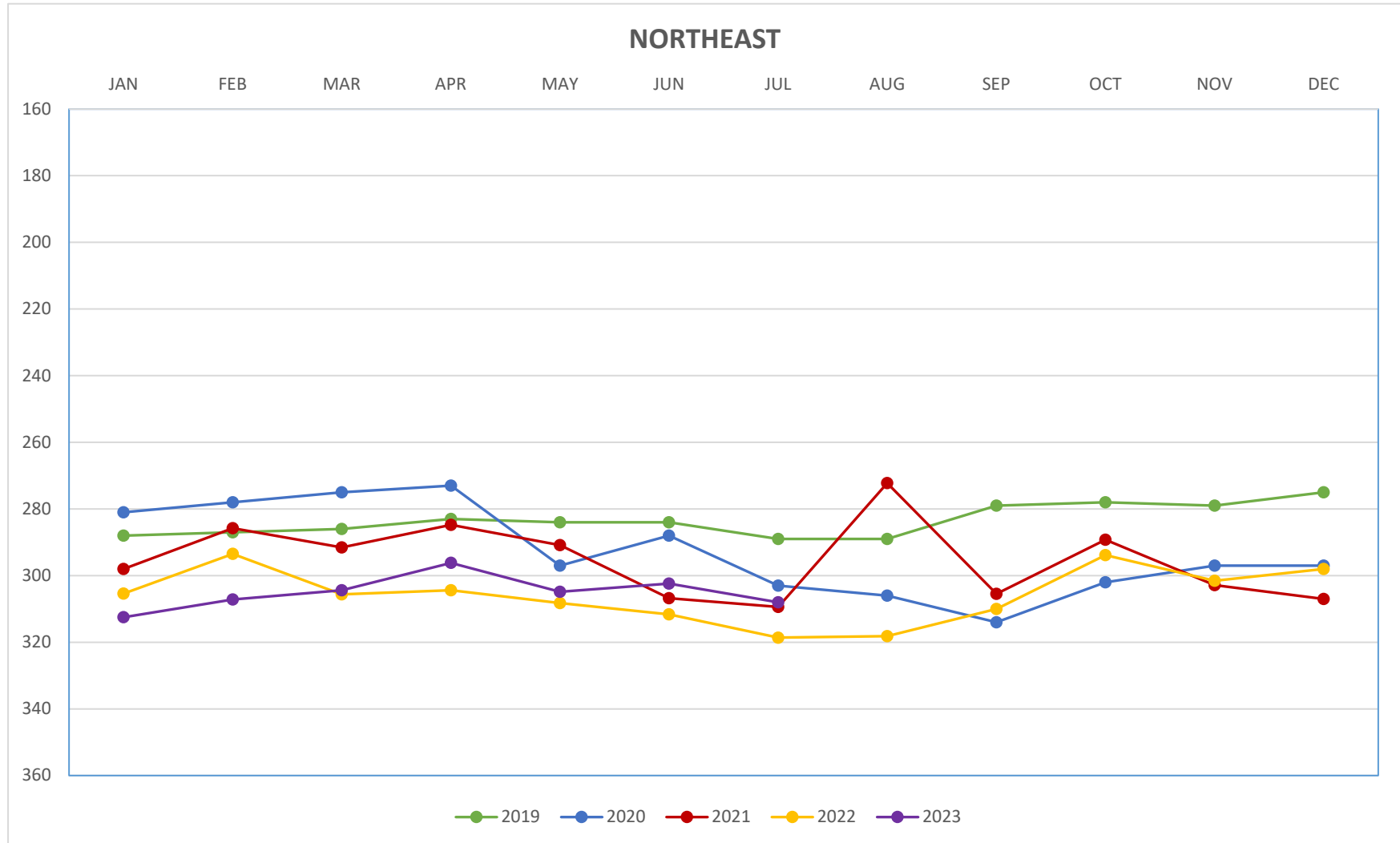
2023

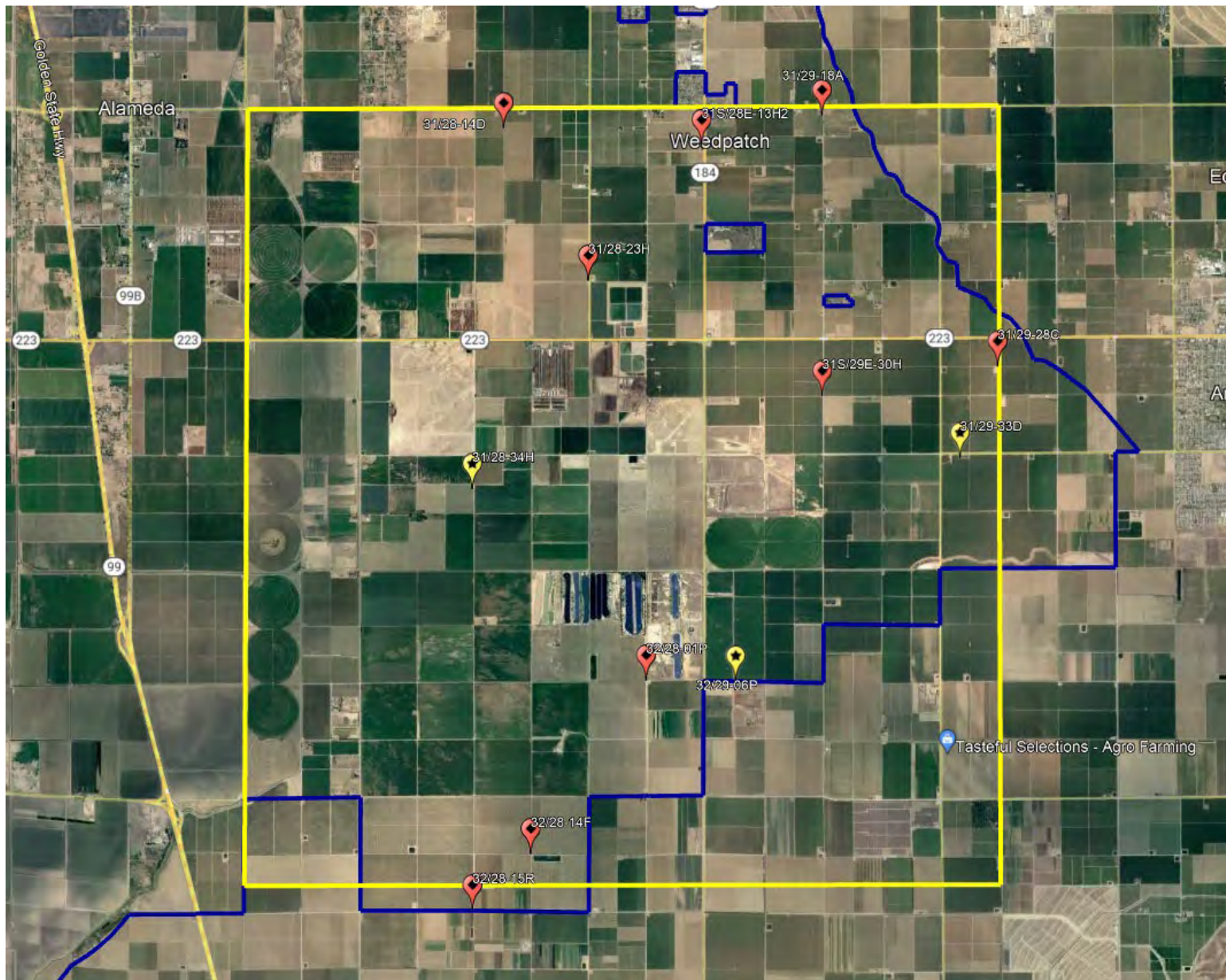
		JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	HIGH (by well)	LOW (by well)	AVERAGE (by well)
Northeast Quadrant	30/28-11F	263	263	264	272	NR	278	270	278	289	279	285						289	263	274
	30/28-13C	R	300	331	320	313	321	322	R	R	R	R						331	300	318
	30/28-24R	306	311	309	NR	NR	NR	NR	NR	NR	NR	NR						311	306	309
	30/28-26R	287	NR	NR	NR	NR	NR	NR	NR	295	289	NR						295	287	290
	30/28-36A		212	NR	NR	334	332	326	331	331	334	336						336	212	317
	30/29-31C	327	338	330	344	347	344	344	338	340	344	346						347	327	340
	31/28-02H	291	290	295	326	310	308	304	NR	307	R	R						326	290	304
	31/28-10A	253	253	258	265	269	266	264	238	271	266	281						281	238	262
	31/28-12P	286	284	NR	NR	302	301	301	296	301	R	292						302	284	295
	MONTHLY AVG	288	281	298	305	313	307	304	296	305	302	308								
MAXIMUM DEPTH TO WATER NE (running average for all data last 5 years)																		347		
MINIMUM DEPTH TO WATER NE (running average for all data last 5 years)																		212		
AVERAGE DEPTH TO WATER NE (running average for all data last 5 years)																		300		

G = gated well, unable to access
 R = running well, no measurement taken
 NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

2023





		JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	HIGH (by well)	LOW (by well)	AVERAGE (by well)
Southeast Quadrant	31/28-13H2	NR	NR	NR	290	299	298	304	278	290	290	292						304	278	293
	31/28-14D	239	230	235	247	245	243	241	230	R	R	R						247	230	239
	31/28-23H	290	286	275	276	313	304	NR	R	NR	R	321						321	275	295
	31/28-34H	337	206	204	203	213	223	NR	221	220	235	214						337	203	228
	31/29-18A	335	333	241	349	357	NR	NR	NR	NR	NR	NR						357	241	323
	31/29-28C	347	344	NR	NR	201	205	NR	204	202	207	214						347	201	241
	31/29-30H	NR	NR	331	353	333	R	328	332	340	338	R						353	328	336
	31/29-33D	342	250	338	239	347	345	346	346	340	348	343						348	239	326
	32/28-14F	NR	222	241	NR	NR	NR	NR	NR	205	208	205						241	205	216
	32/28-15R	263	272	291	314	298	285	279	283	320	335	R						335	263	294
	32/28-01P	NR	NR	NR	207	NR	NR	202	221	200	R	NR						221	200	208
	32/29-06P	183	177	208	NR	198	195	197	198	206	213	219						219	177	199
	MONTHLY AVG	292	258	263	275	280	262	271	257	258	272	258								
	MAXIMUM DEPTH TO WATER SE (running average for all data last 5 years)																	357		
	MINIMUM DEPTH TO WATER SE (running average for all data last 5 years)																	177		
	AVERAGE DEPTH TO WATER SE (running average for all data last 5 years)																	268		

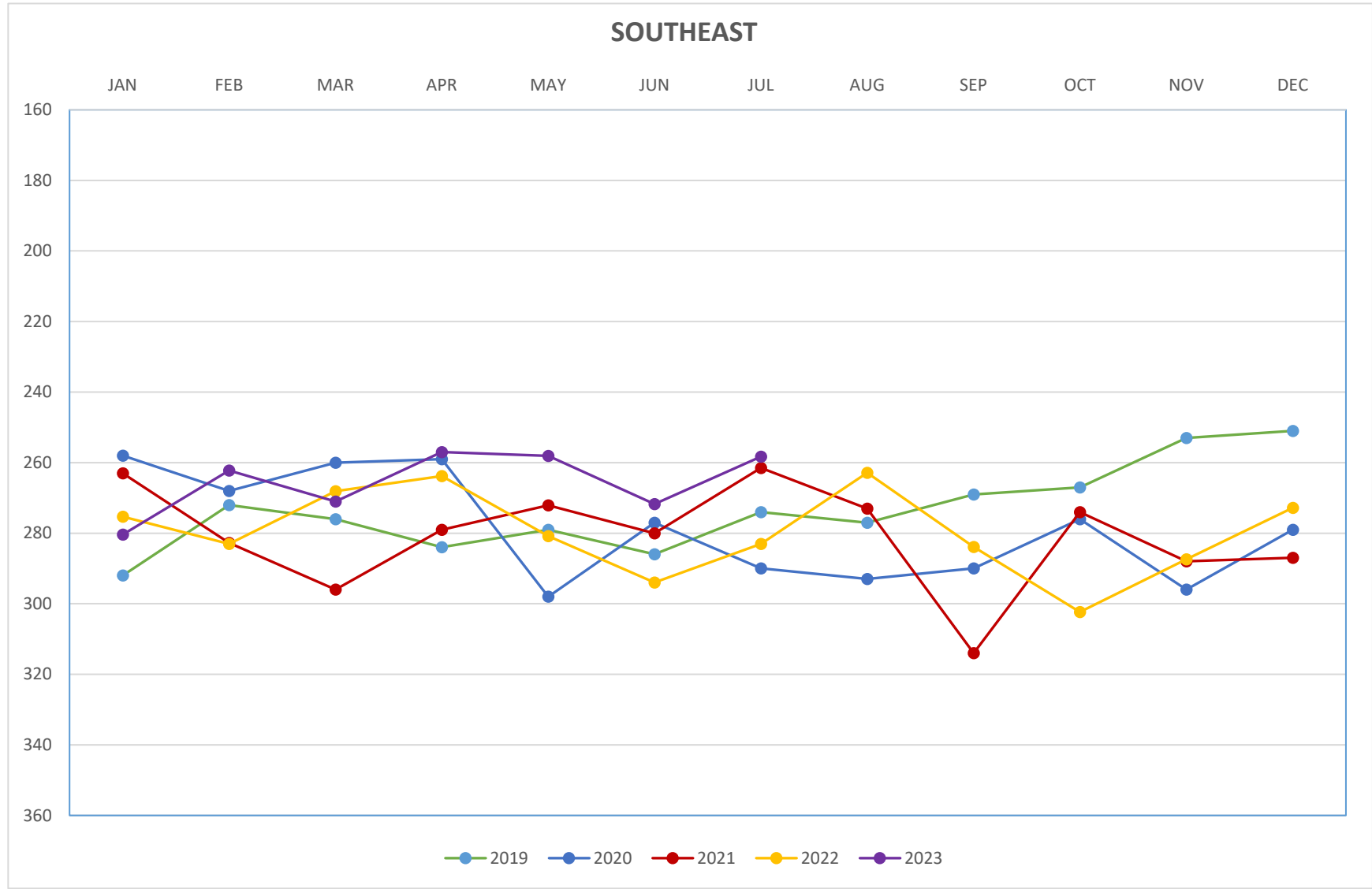
G = gated well, unable to access

yellow shading = inactive well

R = running well, no measurement taken

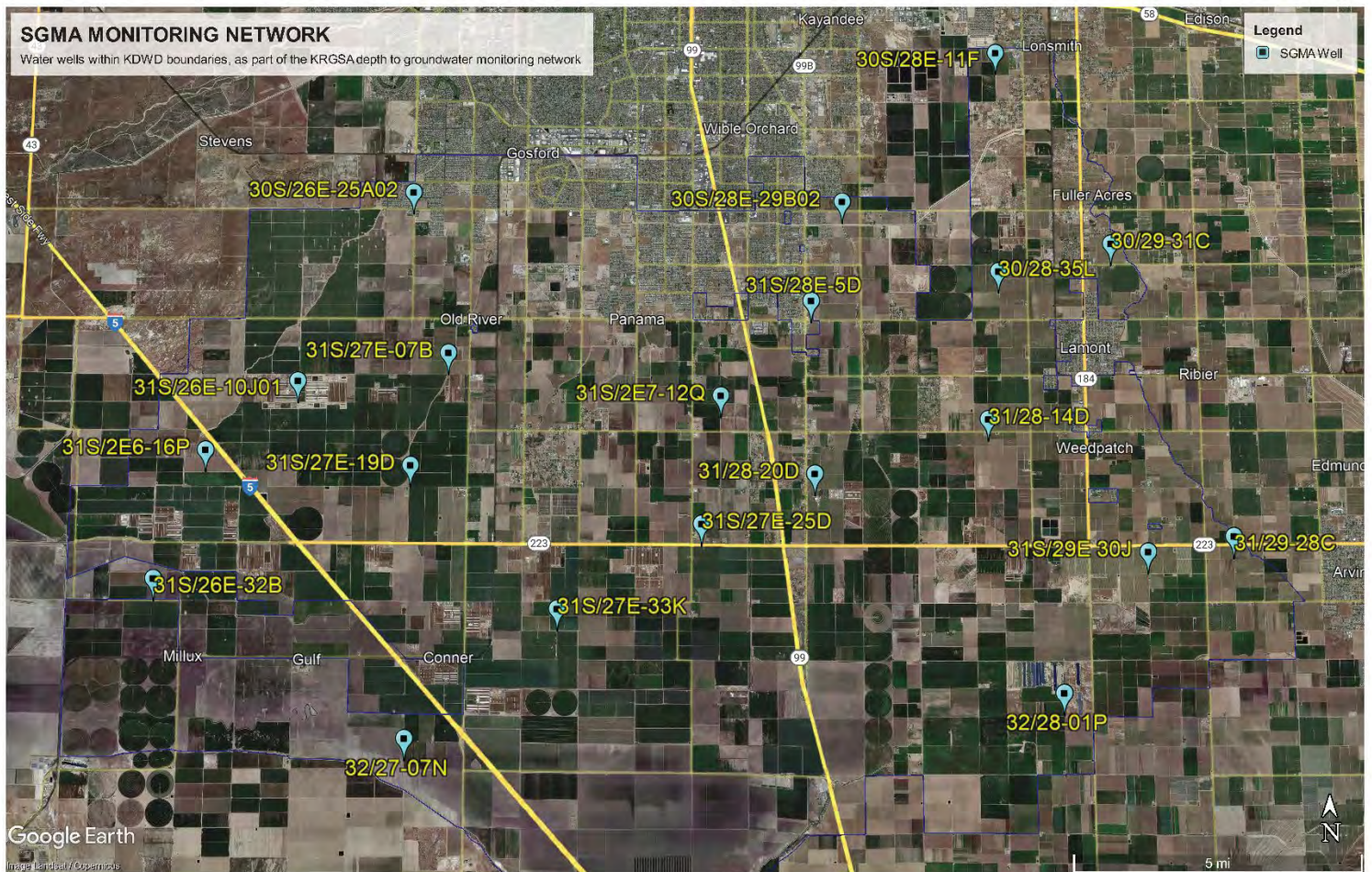
NR = temporary 'no reading', no measurement taken

2023





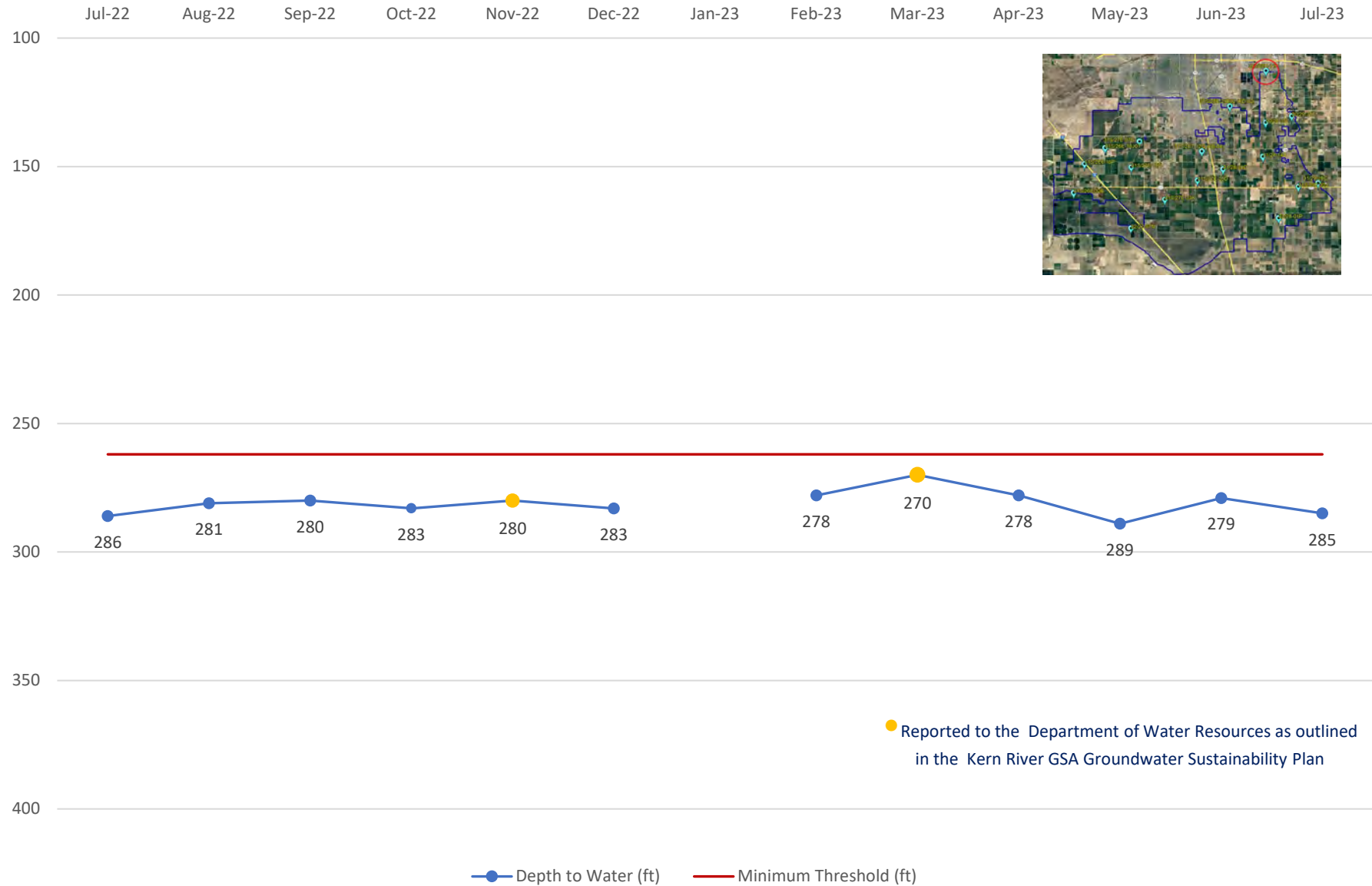
Monthly SGMA Wells Monitoring Report



July 2023

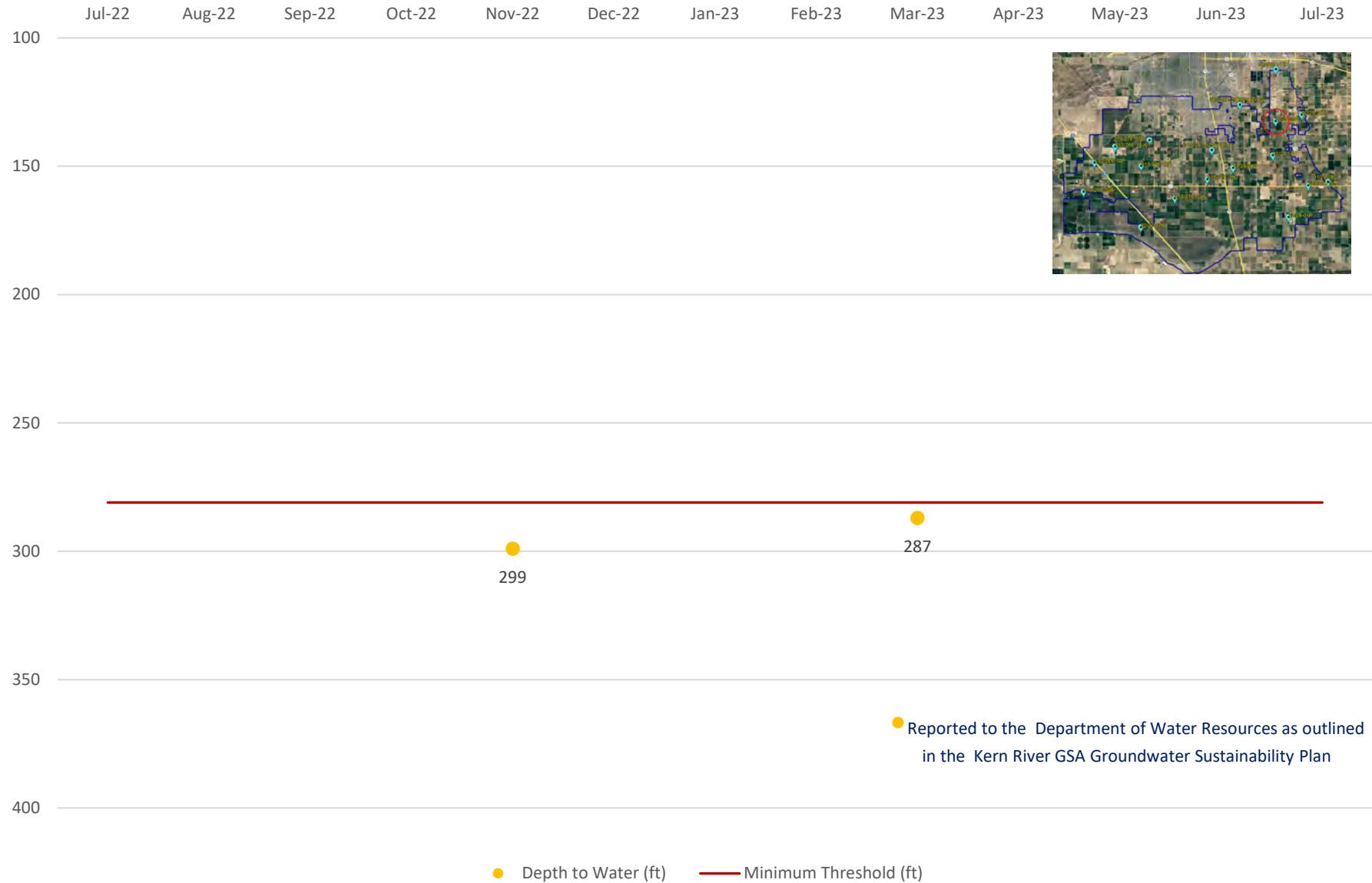
RMW-030 30S/28E-11F

not to exceed 262' (depth to water)



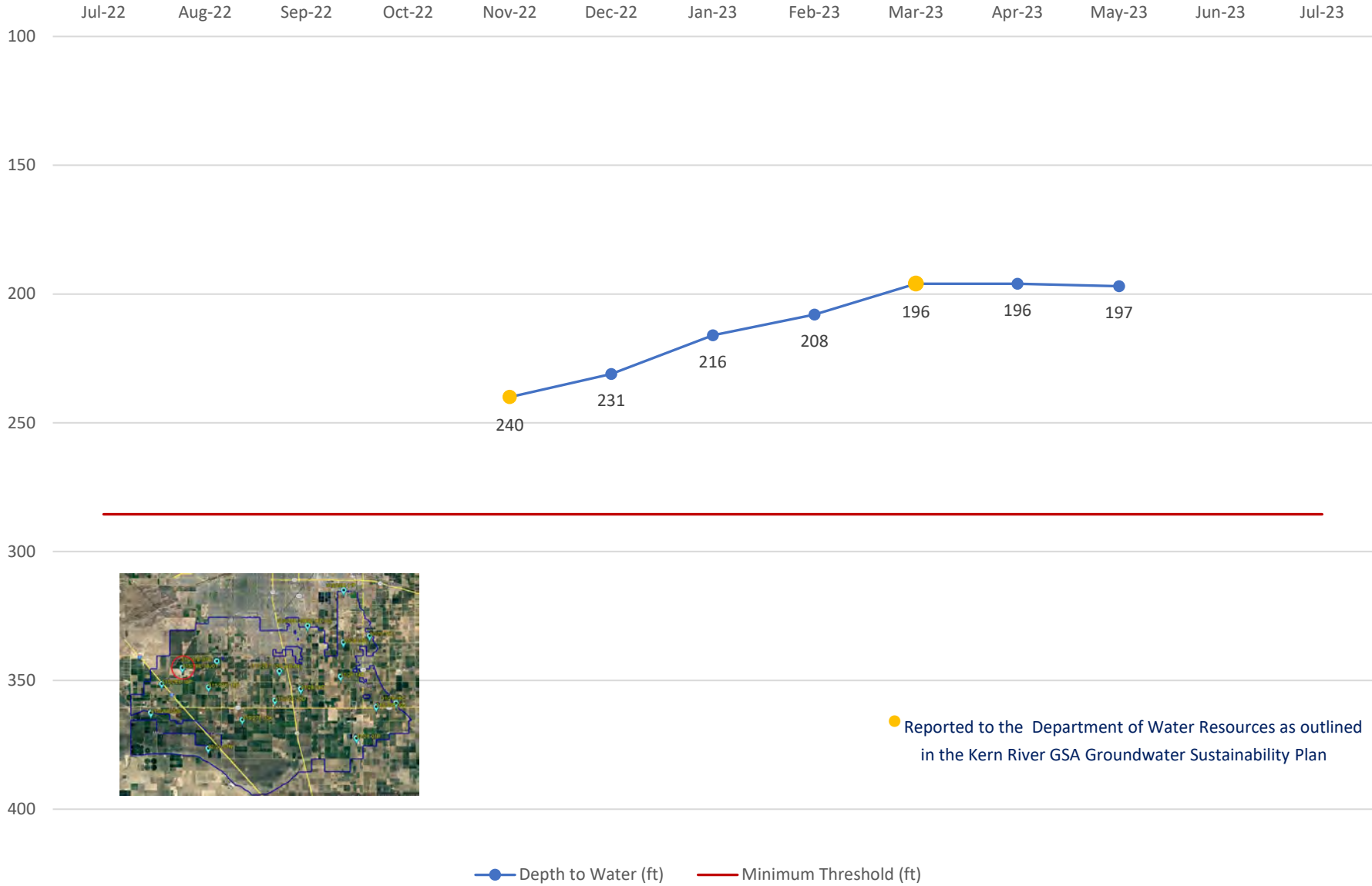
RMW-034 30S/28E-35L

not to exceed 281' (depth to water)



RMW-035R 31S/26E-10J

not to exceed 285.5' (depth to water)



RMW-037 31S/26E-16P

not to exceed 293' (depth to water)



RMW-038 31S/27E-19D

not to exceed 269.9' (depth to water)



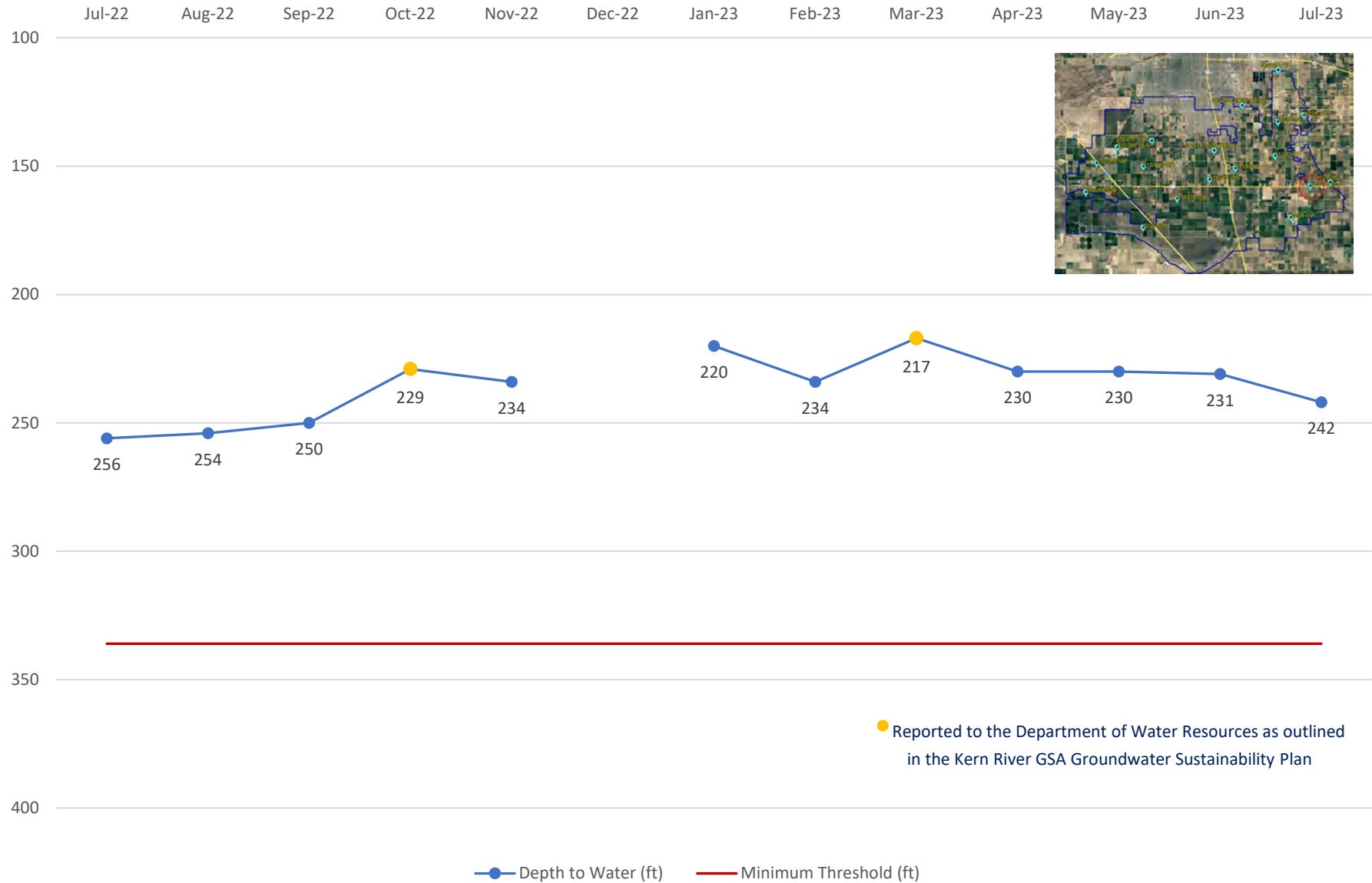
RMW-040 31S/27E-25D

not to exceed 250' (depth to water)



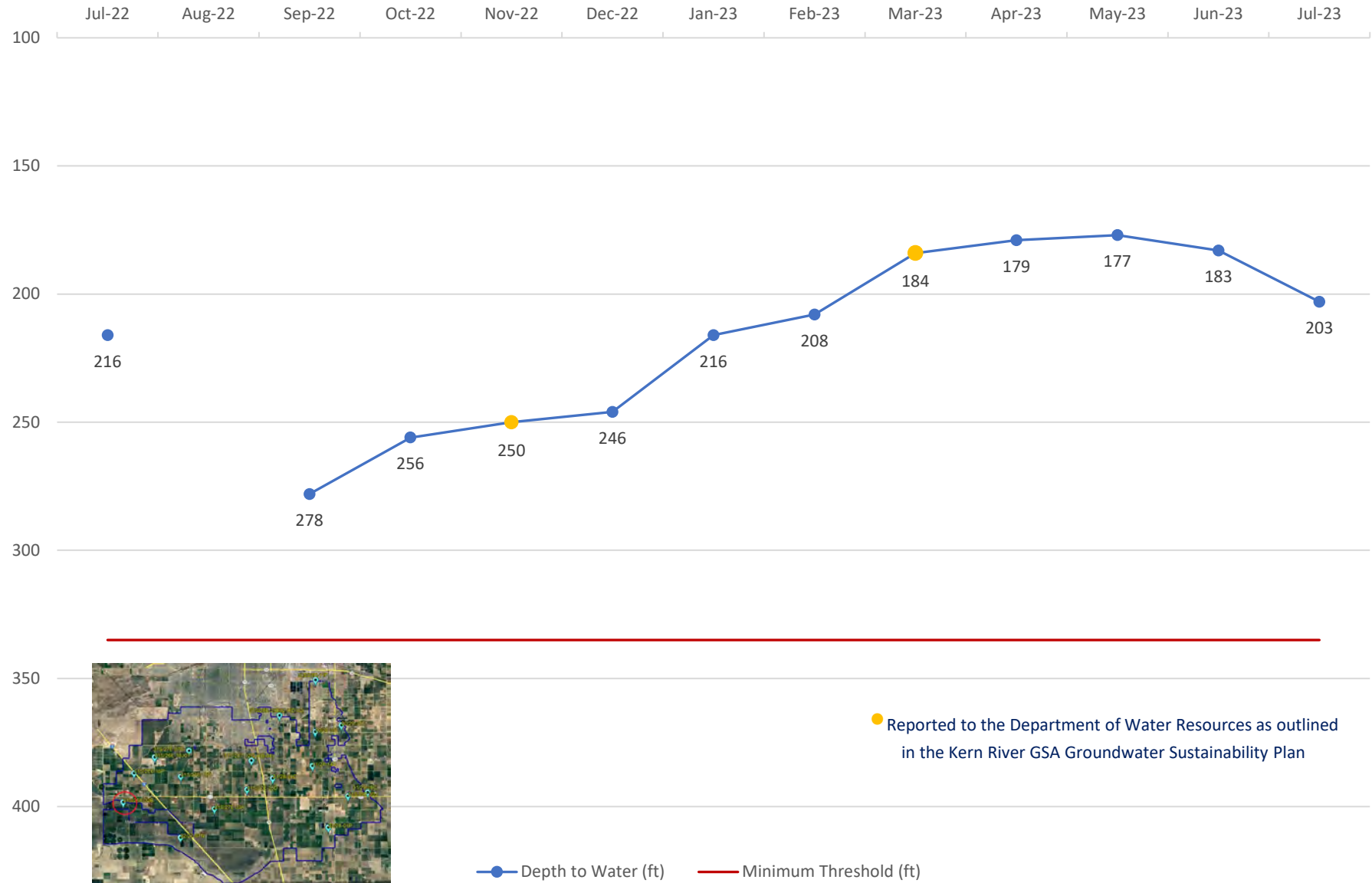
RMW-041 31S/29E-30J

not to exceed 336' (depth to water)



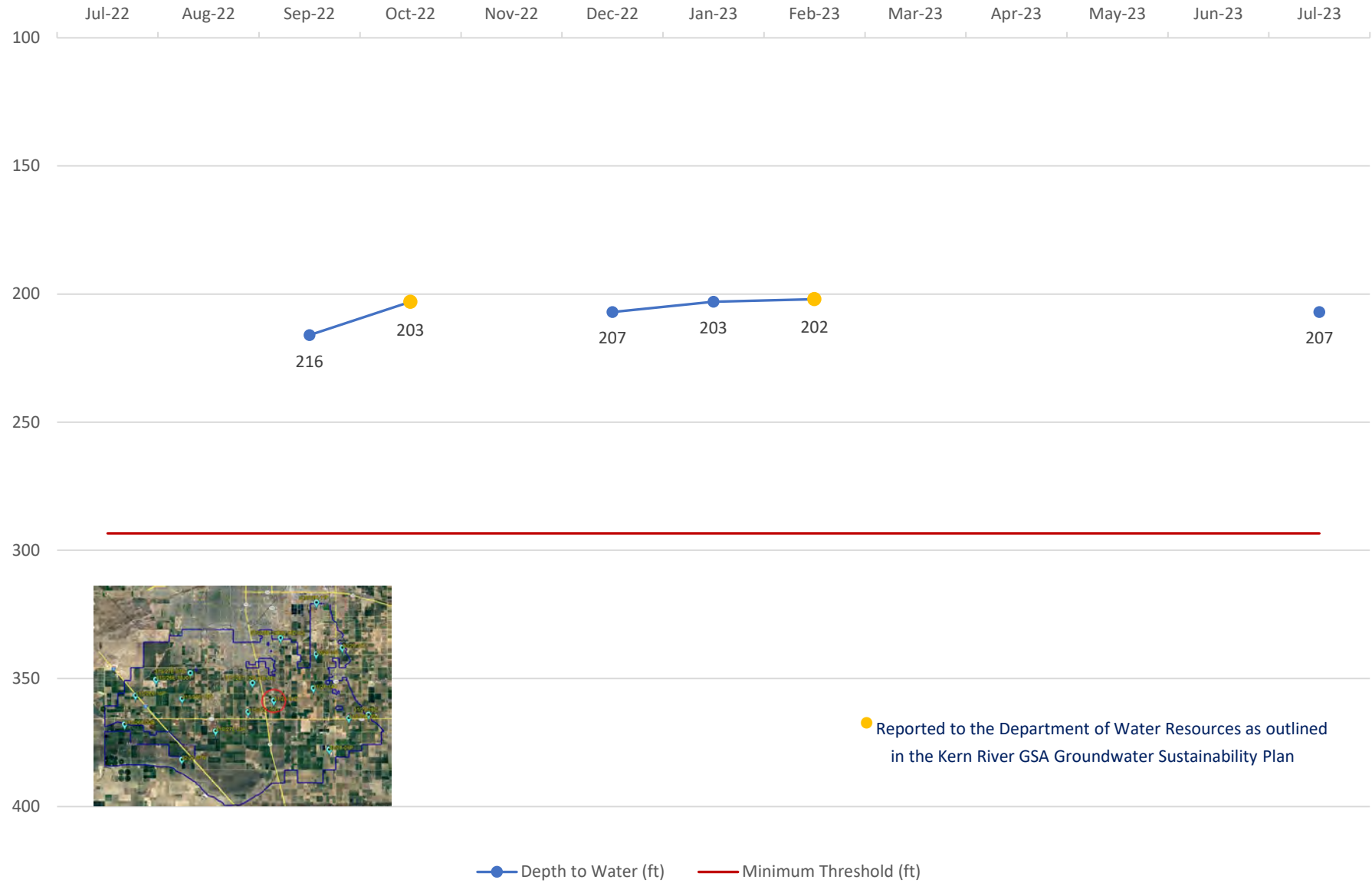
RMW-042 31S/26E-32B

not to exceed 335' (depth to water)



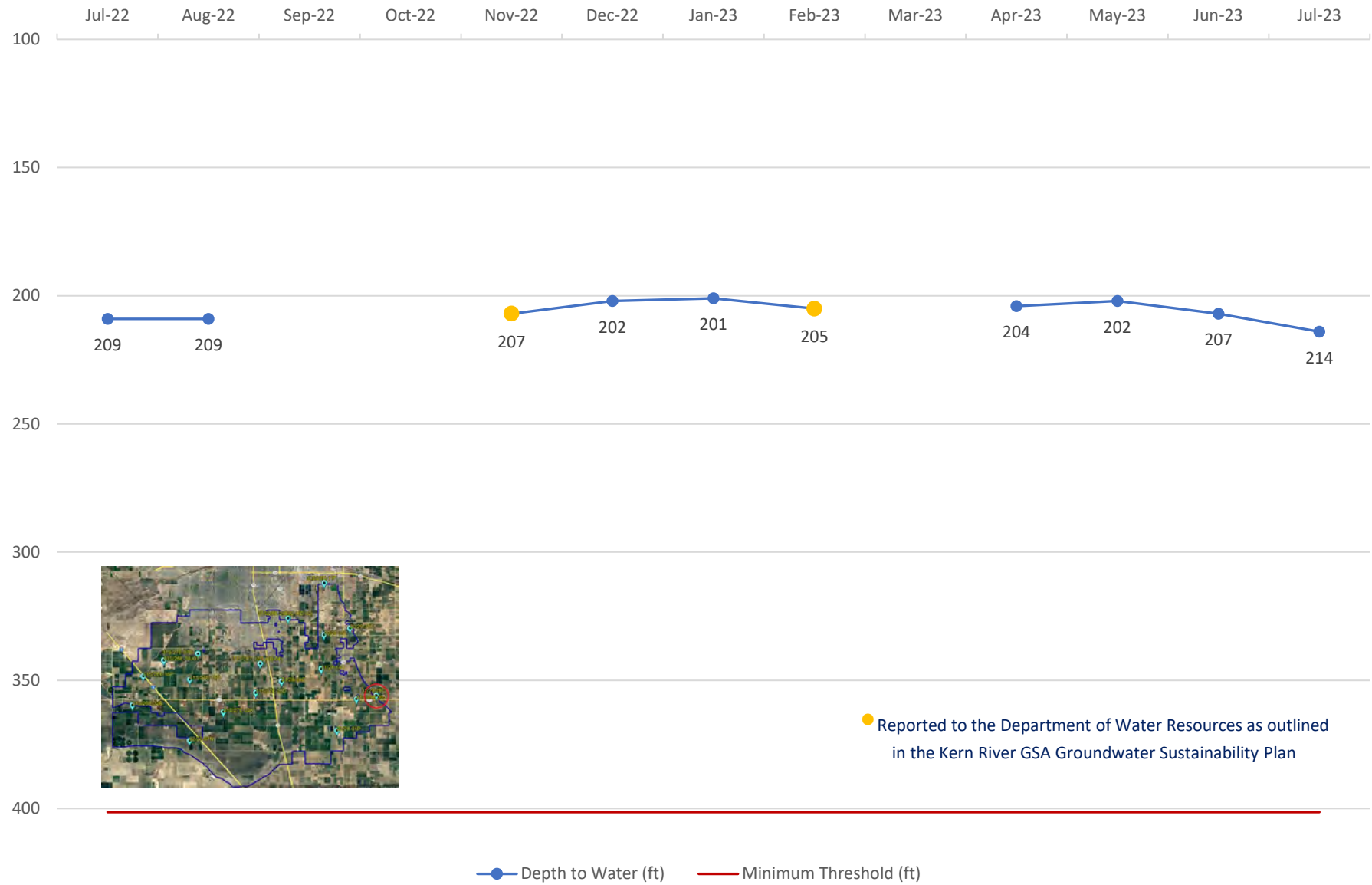
RMW-192 31S/28E-20D

not to exceed 293.4' (depth to water)



RMW-193 31S/29E-28C

not to exceed 401.4' (depth to water)



RMW-195 31S/27E-07B

not to exceed 276' (depth to water)



RMW-196 31S/27E-12Q

not to exceed 283' (depth to water)



RMW-197 32S/28E-01P

not to exceed 337.6' (depth to water)



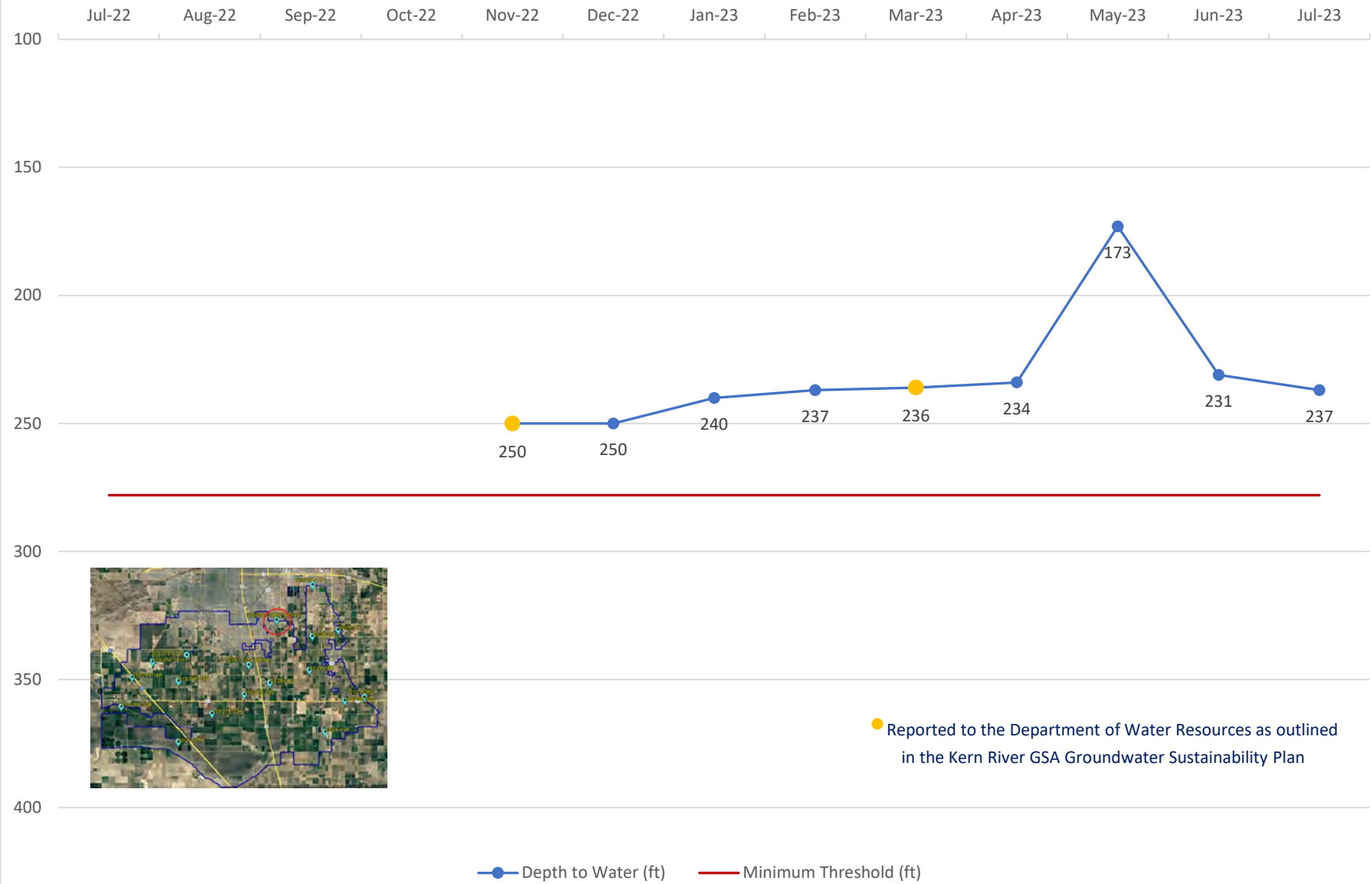
RMW-200 32S/27E-07N

not to exceed 254.5' (depth to water)



RMW-216 30S/28E-29B

not to exceed 278' (depth to water)



RMW-217 30S/29E-31C

not to exceed 324' (depth to water)



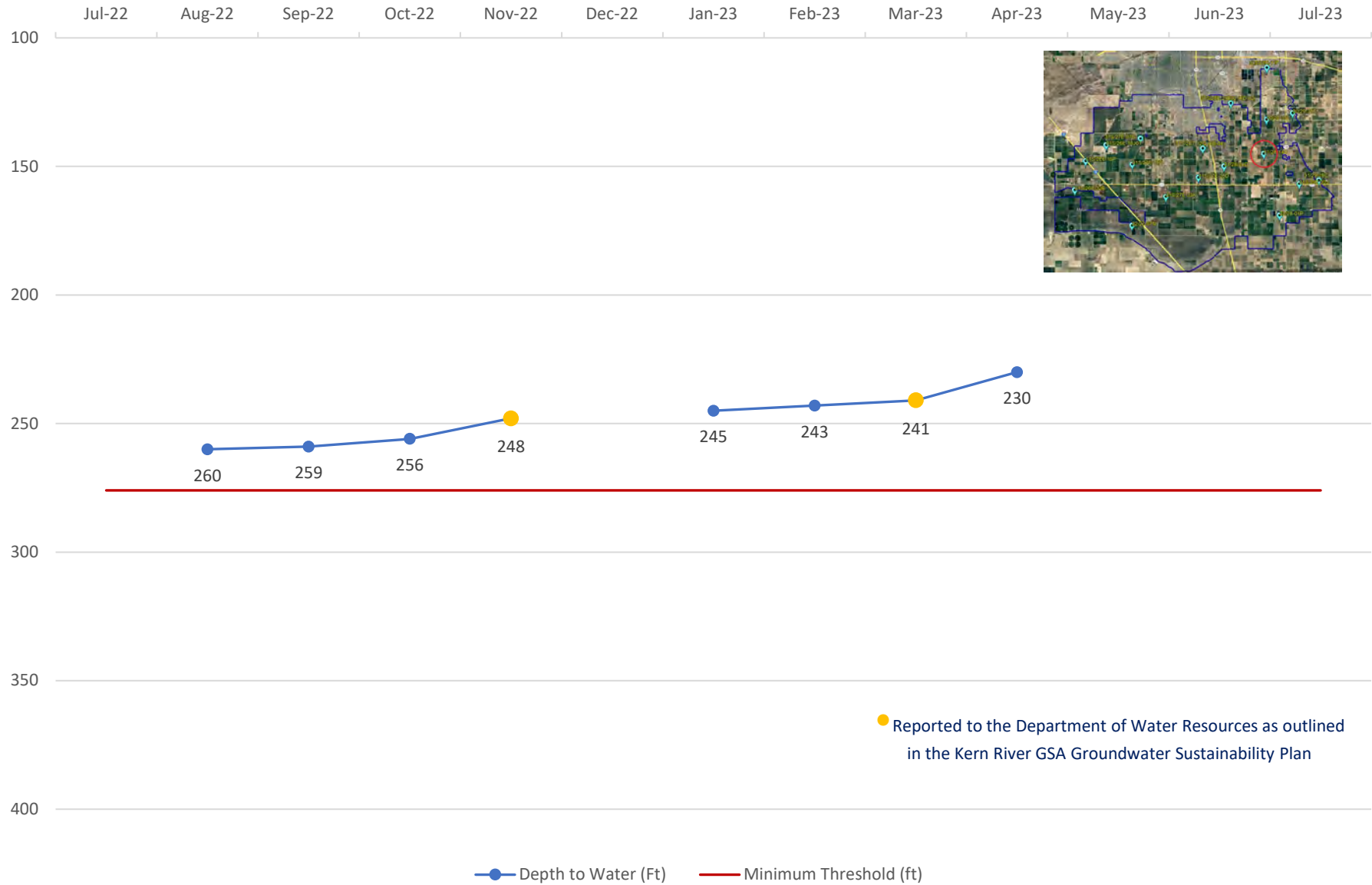
RMW-218 31S/27E-33K

not to exceed 202' (depth to water)



RMW-219 31S/28E-14D

not to exceed 276' (depth to water)



Tab VI





BAKERSFIELD

THE SOUND OF *Something Better*

RECEIVED
JUN 26 2023
KDWD

June 22, 2023

TO: KERN DELTA WATER DIST
543-020-01
501 TAFT HW
BAKERSFIELD CA 93307

RE: **Proposed Annexation of your property into the City of Bakersfield**

Valued Citizen and Property Owner,

The City of Bakersfield has been engaged in the preparation of its 2023-2031 6th Cycle Housing Element. This effort, required by the State of California, is designed to identify properties best suited to meet the housing needs of the community for the next eight years. Once selected, these properties are included in a Vacant Sites Inventory within the Housing Element. Some of the properties within your area desire to be included in the Vacant Sites Inventory, helping the City of Bakersfield to plan for housing into the future. Bakersfield is taxed with creating 65% of all of Kern County's housing needs over the next eight years. In order to do so, the City proposed a series of annexations to satisfy State Department of Housing and Community Development housing production requirements. Those requirements will not be met without annexations being completed.

Thus, the City of Bakersfield is requesting your support for annexation of your property into the city limits. There is absolutely no cost to you. The attached map delineates the proposed City zoning for the annexation area. It demonstrates respect for existing rural residential development, is reflective of requested land uses for the future, and provides opportunities for much-needed additional housing inventory. A Frequently Asked Questions (FAQ) pamphlet is included in this letter to answer any fundamental questions you may have.

As a way to verify your support for annexation and the subsequent zoning of your property I have also included a Consent to Annexation Form with an accompanying return envelope. I would sincerely appreciate you signing that form and returning it to the City so as to streamline processing.

Of course, if you have any additional questions or concerns, please feel free to contact me either by phone at (661) 326-3754 or via email at cboyle@bakersfieldcity.us. Thank you for your kind consideration. I look forward to welcoming you into the City of Bakersfield, the 9th largest city in California.

Cordially,

Christopher Boyle
Development Services Director

Annexation

What is annexation?

Annexation is a process used by cities to add additional land into their jurisdiction. Upon land being annexed, the city provides its additional services, laws, and voting privileges to the people living in the annexed area.

Annexation usually takes place in areas that are on the edge of the city limits or, in some cases, completely surrounded by the city limits. People living close to, or surrounded by the city limits, generally need services and facilities beyond the current services provided by state and county governments. Annexation helps encourage orderly growth and provides standardized services to all the neighbors in a surrounding community.

The annexation process requires the cooperation of many neighboring government agencies. In this case, the City of Bakersfield (City) will take care of most of the cost and staff work to complete the annexation. The City works directly with the County of Kern (County) and the Kern County Local Agency Formation Commission (LAFCO) to finalize the process. The annexation process typically takes between one and two years to complete based on a variety of factors specific to the proposed annexation.

Frequently Asked Questions

(Note: Not all questions may be applicable to your specific annexation.)

1. Will annexation cause my property to be reassessed?

No. Property values are not reassessed when annexation occurs.

2. Are City taxes much higher than County taxes?

No. The total taxes that a residential property owner pays, if their property is annexed, is generally very similar to the taxes an owner already pays in the County. In most cases, residents in the County are likely paying for an assessment district or County Service Area fee (e.g., streetlights, crossing guards, etc.), which they would no longer have to pay if they annexed into the City; the City already plans and budgets to provide those services to its residences.

3. Will my property taxes be higher in the City than the County?

No. State Proposition 13, approved by California voters in 1978, limits property taxes to 1% of the assessed value regardless of whether the property is located in the City or County.

4. Will I see changes on my property tax bill?

Yes. You may notice a difference in the special taxes, assessment districts, or fees normally listed on your property tax bill. Often County taxes and fees are removed or reduced. The charges assessed by the City are generally less than you currently pay to the County for the same services.

5. Will the City require curbs, gutters, and sidewalks be installed in my neighborhood or on my street?

No. There is no requirement to install additional curbs, gutters, and/or sidewalks upon annexation. If there is substantial redevelopment of the property in the future, curbs, gutters, and/or sidewalks may be required to comply with safety standards and construction codes.

6. Will annexation change school district boundaries or the schools that my child attends?

No. Annexation of property from the County to the City does not affect school district boundaries or the schools that children attend. School boundaries are established by each individual school district.

7. Will law enforcement protection change after annexation?

Yes. The County Sheriff's Office provides general law operations and the California Highway Patrol provides traffic enforcement operations in County areas. Law enforcement will transfer to the Bakersfield Police Department upon annexation. The Bakersfield Police Department maintains a staff of professionally-trained, sworn officers and civilian personnel to provide both general law and traffic enforcement



BAKERSFIELD

THE SOUND OF *Something Better*

Reference: Consent to Annexation

Annexation No. 711, Taft No. 4

KERN DELTA WATER DIST
543-020-01
501 TAFT HW
BAKERSFIELD CA 93307

To whom it may concern:

As owners of property within the boundaries of Annexation No. 711, referred to as Taft Highway No. 4, I/we hereby consent to processing of the annexation regarding the above referenced property(s) generally located in proximity to the intersection of Taft Highway and Gosford Road, between Old River Road and Ashe Road, and waive the right to a protest hearing per California Government Code (Commencing with Section 56001 Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).

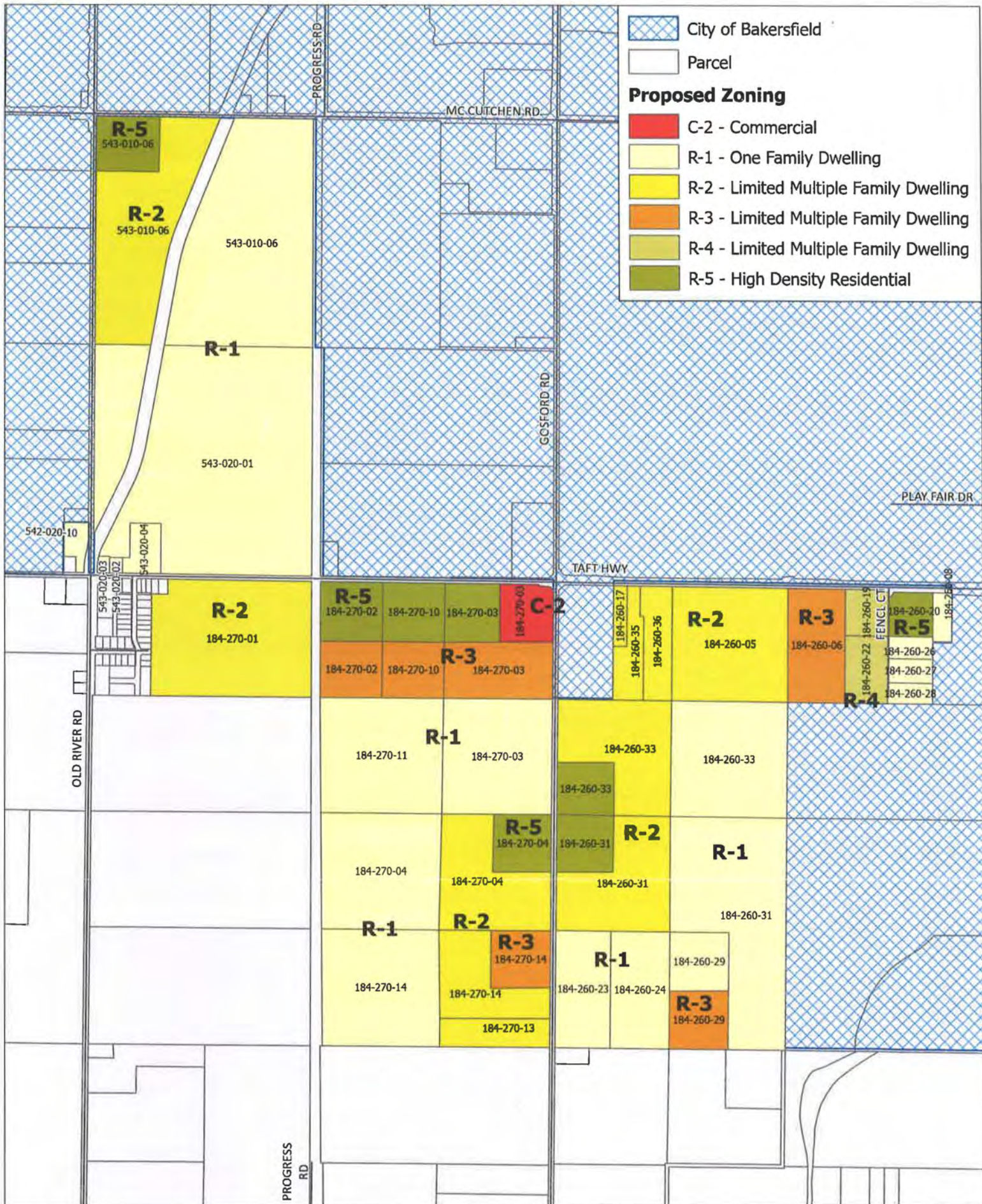
Further, as owners, I/we hereby consent to processing of associated applications for Zoning and General Plan Amendment necessary for inclusion in the City of Bakersfield. We understand that all associated fees shall be the responsibility of the City of Bakersfield.

Property owner signature: _____ Date: _____

Property owner name: _____

Address: _____

Parcel Number(s): _____



0 750 1,500
Feet

Annexation No. 711 Taft Hwy No. 4

Proposed Zoning Designation

PROVOST & PRITCHARD



To: Kern Delta Water District Board of Directors

From: Steven Teglia – General Manager

Date: July 18, 2023

Re: Agenda Item VI B. – External Agency Report

RECOMMENDATION:

Receive report, informational item only.

DISCUSSION:

Staff participates in / monitors multiple external agency meetings monthly. Below is a summary including items of note from the various meetings:

Kern County Water Agency:

- The KCWA Board met June 22, 2023.
- Next meeting will be July 27, 2023.
- FY 2023-24 Budget Public Hearing continued.
- Update on Delta Conveyance Activities.
- Update on CVC and Pioneer Operations.
- 2023 allocation for SWP – 100%.
- Summary of groundwater and overdraft correction accounts (attached).

Kern Fan Authority:

- The KFA meeting of June 28, 2023 was cancelled.
- 2023 Water Supply.
- Review of KCWA Board agenda.
- Pioneer Project.
- Local SGMA activities.
- Other activities (IRWMP/CVSALTS).

Kern River Groundwater Sustainability Agency (KRGSA):

- The KRGSA met July 6, 2023 (agenda attached).
- Basin Coordination Committee update.
- Approval of Cash Call - \$75,000 (City, KD, & ID-4).
- Update on SWRCB Meetings.

Kern Groundwater Authority (KGA):

- The KGA met June 28, 2023 (agenda attached).
- Update on SWRCB meeting.

Kern River Watershed Coalition Authority (KRWCA)(ILRP):

- The KRWCA meeting of July 6, 2023 was canceled.
- Kern Water Collaborative Update.
- 2023 Membership Update.
- On Farm Drinking Water Well reports due Dec. 31, 2023 (BC Labs removed / BSK Labs added).
- Next meeting August 3, 2023.

South Valley Water Resources Authority:

- The SVWRA met June 22, 2023.
- Fish Friendly Diversion Pilot Project update/discussion regarding project funding.
- Blueprint activity update.

Integrated Regional Water Management Plan (IRWMP):

- No recent meetings.

Water Association of Kern County (WAKC):

- The WAKC May met June 27, 2023.
- 2024 Budget.
- Water Conservation / Awareness Program Update – Kern County Fair.
- July 25, 2023 Lunch Speaker – Kern River Watermaster Mark Mulkay.

**Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of May 31, 2023**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2022	Estimated Balance as of May 31, 2023				
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank ^[1] Total
Buena Vista WSD	50,601	46,170	0	46,170	0	11,355
Henry Miller WD	69,563	49,454	375	49,829	2,584	24,078
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553
Kern Delta WD	84,436	63,960	409	64,369	2,026	24,969
Rosedale-Rio Bravo WSD	219,183	169,414	4,190	173,604	3,220	49,287
Total	478,813	364,354	12,095	376,449	7,830	122,242
						506,521

^[1] Does not include purchase of 2011 4% reserve water.

**Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of May 31, 2023**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2022	Estimated Balance as of May 31, 2023					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	66,789	67,725	3,837	71,562	3,271	0	74,833
Berrenda Mesa WD	62,151	60,594	1,735	62,329	18,417	0	80,746
Buena Vista WSD	28,987	41,523	1,939	43,462	0	200	43,662
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	29,334	0	0	0	0	44,338	44,338
Henry Miller WD	5,365	16,254	0	16,254	0	0	16,254
Improvement District No. 4	180,006	40,415	4,725	45,140	0	158,381	203,521
Kern County Water Agency	185,256	103,700	60,099	163,799	3,499	17,958	185,256
Kern Delta WD	23,285	36,205	0	36,205	0	0	36,205
Lost Hills WD	72,891	54,658	23,407	78,065	3,246	0	81,311
Rosedale-Rio Bravo WSD	22,391	37,225	0	37,225	0	0	37,225
Semitropic WSD	209,458	25,983	42	26,025	0	203,960	229,985
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	52,344	2,348	1,247	3,595	0	53,214	56,809
Westside Mutual Water Co.	228,577	0	0	0	0	338,610	338,610
Wheeler Ridge-Maricopa WSD	92,948	12,253	14,794	27,047	5,541	145,859	178,447
Total	1,265,602	498,883	111,825	610,708	33,974	968,340	1,613,022



Board Members:
Rodney Palla, Chair
Bob Smith, Vice-Chair
Gene Lundquist

KERN RIVER GSA REGULAR MEETING

Thursday, July 6, 2023
10:00 a.m.

City of Bakersfield Water Resources Department
1000 Buena Vista Road, Bakersfield CA 93311
Large Conference Room

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC STATEMENTS**
- 4. APPROVAL OF MINUTES** of the June 8, 2023, Special Meeting
- 5. NEW BUSINESS**
 - A. Correspondence Received (City Clerk, Maldonado)
 - B. Finance Updates (Maldonado)
 - i. Receive and File Financial Report
 - ii. Consideration and Approval of 2023 Cash Call
 - C. Management Group Updates (Beard, Maldonado, Teglia)
 - i. Basin Coordination Committee Updates
 - ii. Update on SWRCB Meetings
- 6. COMMITTEE COMMENTS**
- 7. ADJOURNMENT**

KERN GROUNDWATER AUTHORITY

1800 30th Street Ste #390, Bakersfield
Regular Meeting of Board of Directors
June 28, 2023 8:00 a.m.

All parties/public may attend the meeting via teleconferencing and offer public comments by phone, using the call-in information below:

Zoom: <https://zoom.us/j/95486234264?pwd=Y0xmTEZuYk1MRkJyZWxNdGFyOVdiZz09>

Meeting ID: 954-8623-4264

Passcode: 762435

Telephone Dial-in: (669)900-6833

Kern Groundwater Authority Board of Directors Agenda

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

1. Roll Call - Quorum Determination

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

2. Flag Salute

3. Public Input

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

4. Presentation by the California Water Commission – Laura Jensen
How to Protect Communities and Species in the Event of a Drought

5. Approval of Minutes

- a.** May Regular Board Meeting Minutes*

6. Treasurer's Report

- a.** Financial Report & Accounts Payable – May*

7. Attorneys Report

- a.** State Water Board – Workshop on Tribal Beneficial Uses
b. State Water Board – Prioritizing Basins – Kern ranked #4

8. Executive Director Report

- a. ~~Aquilogic Proposal - subsidence support under Special Agreement*~~
- b. Accomplishments & Forward Work Plan

9. New Business

This Portion of the Meeting is set aside to provide each Board member an opportunity to bring to the attention of other Board members and the public matters which have come to their attention and/or which may be appropriate for future consideration. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action.

10. Correspondence

- a. North Kern Water Storage District – Letter on Fiscal Agent

11. Closed Session

- a. Conference with Legal Counsel – Potential Litigation: Closed Session pursuant to Government Code Section 54956.9(d)(2), (e)(2)(two matter)
- b. Employee Appointment/Recruitment – (Government Code Section 54957)

12. Adjournment

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the office of the Authority located at 1800 30th Street, Ste #280, Bakersfield, California during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.



To: Kern Delta Water District Board of Directors

From: Steven Teglia – General Manager

Date: July 18, 2023

Re: Agenda Item VI C. – Water Banking Projects Report

RECOMMENDATION:

Receive report, informational item only.

DISCUSSION:

Below is a summary of activities of note related to various water banking projects/activities of interest to the District.

Kern Fan Recovery Activity:

- As of July 11, 2023, Kern Fan groundwater recharge was approximately 1,502 cfs a day, as reported via KCWA weekly call.
- See attached graphs provided by KCWA for Kern Fan banking information through May 31, 2023.

Pioneer Participant Meeting:

- The Pioneer Project Participants met July 13, 2023.
- Update on current operations.
- Discussion of Aerial Photogrammetry / 2023 Budget Amendment.
- Discussion of the Pioneer GSA.

Kern Fan Monitoring Committee:

- The Kern Fan Monitoring Committee meeting of May 17, 2023 was canceled.
- Update on reports.
- Review of water level monitoring hydrographs.
- Next meeting July 19, 2023

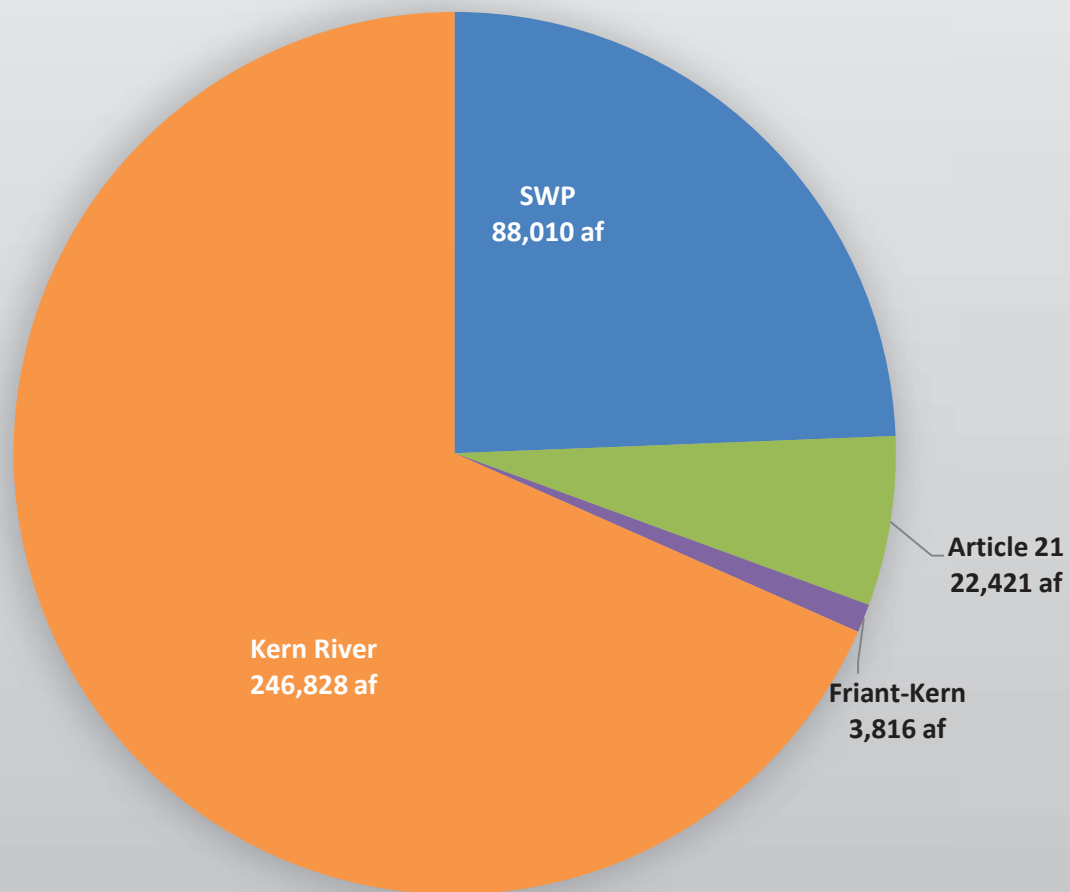
KDWD Water Banking Project:

- The District has stopped returning regulated water to MWD as of March 12th.
- MWD has requested the District receive banking program water from MWD in 2023.
- The District is actively working to bring in up to 30,000af of water from MWD in 2023.

Cross Valley Canal Advisory Committee:

- The CVC Advisory Committee met June 21, 2023.
- Report on CVC operations.
- See attached graphs provided by KCWA regarding CVC utilization.

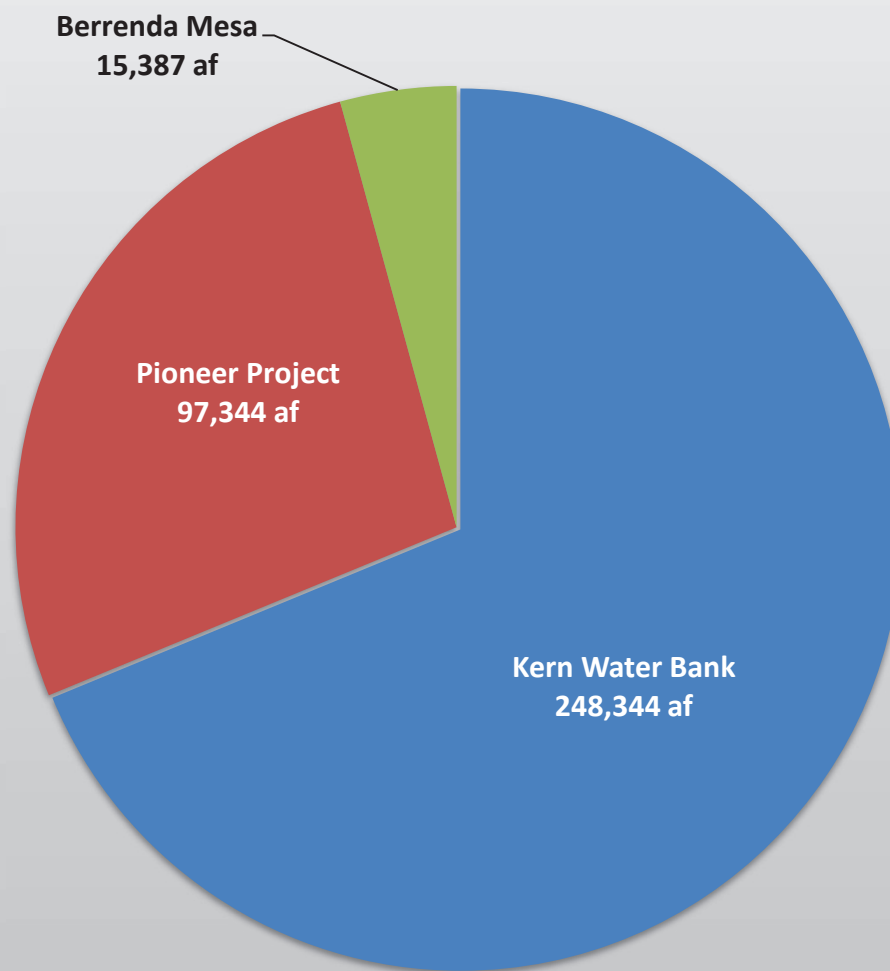
**2023 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through May 31, 2023
Total Deliveries 361,075 af**



2023 Estimated Kern Fan Banking Project Deliveries (by Project)

Deliveries through May 31, 2023

Total Deliveries 361,075 af

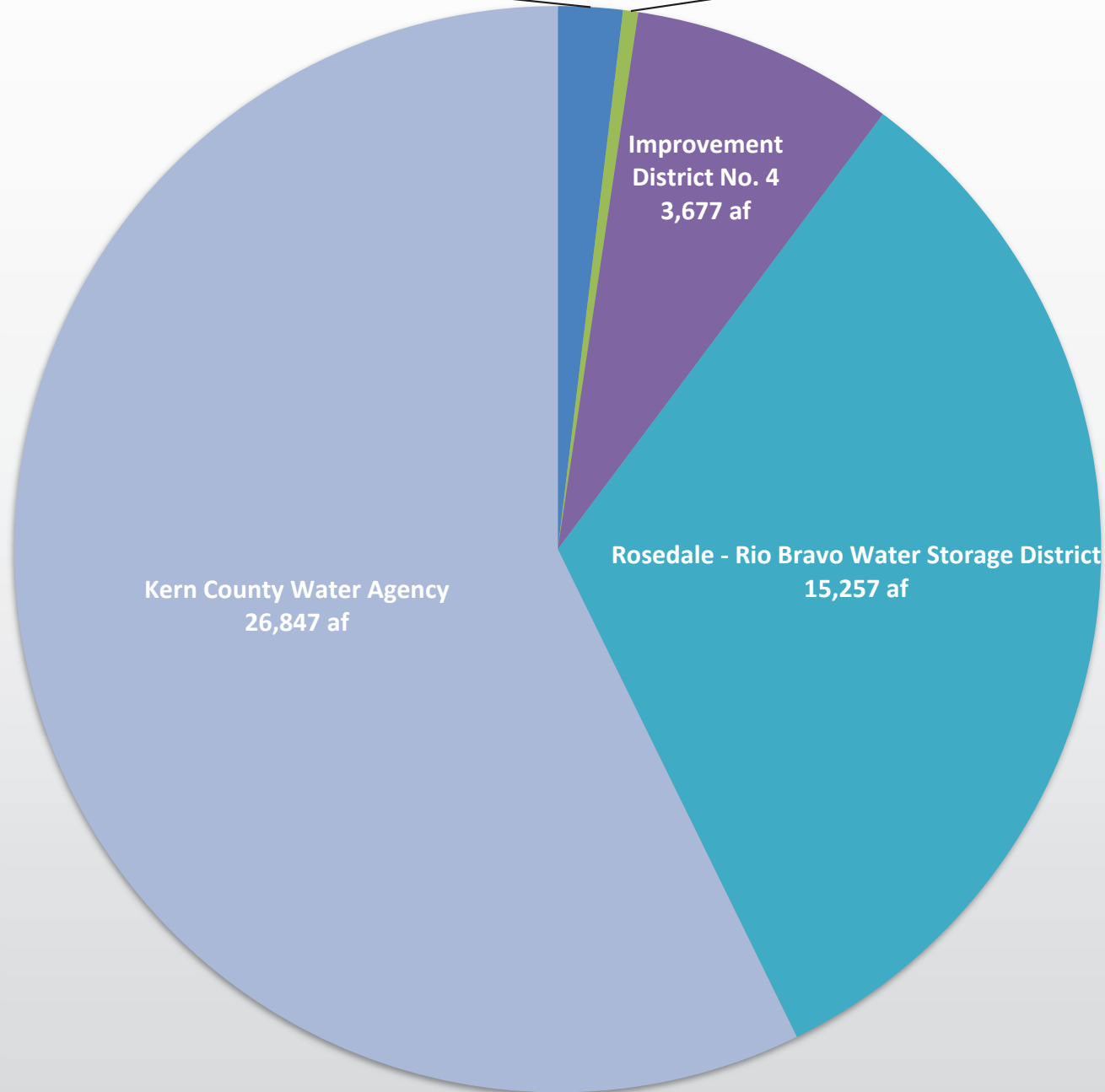


**Cross Valley Canal
May 2023 Deliveries
Total deliveries 46,892 af**

Attachment 2

**Kern -Tulare Water District
901 af**

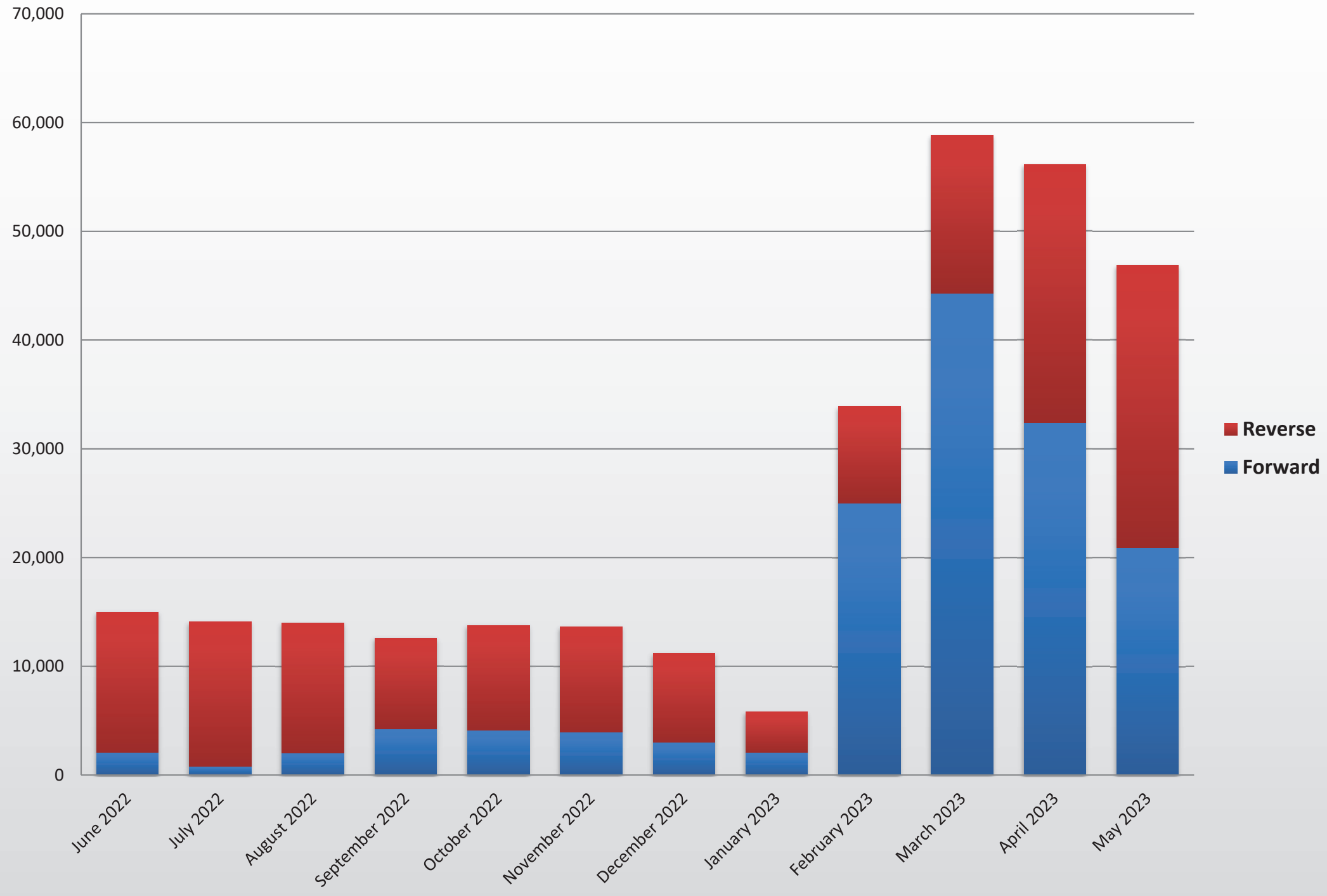
**Cawelo Water District
210 af**



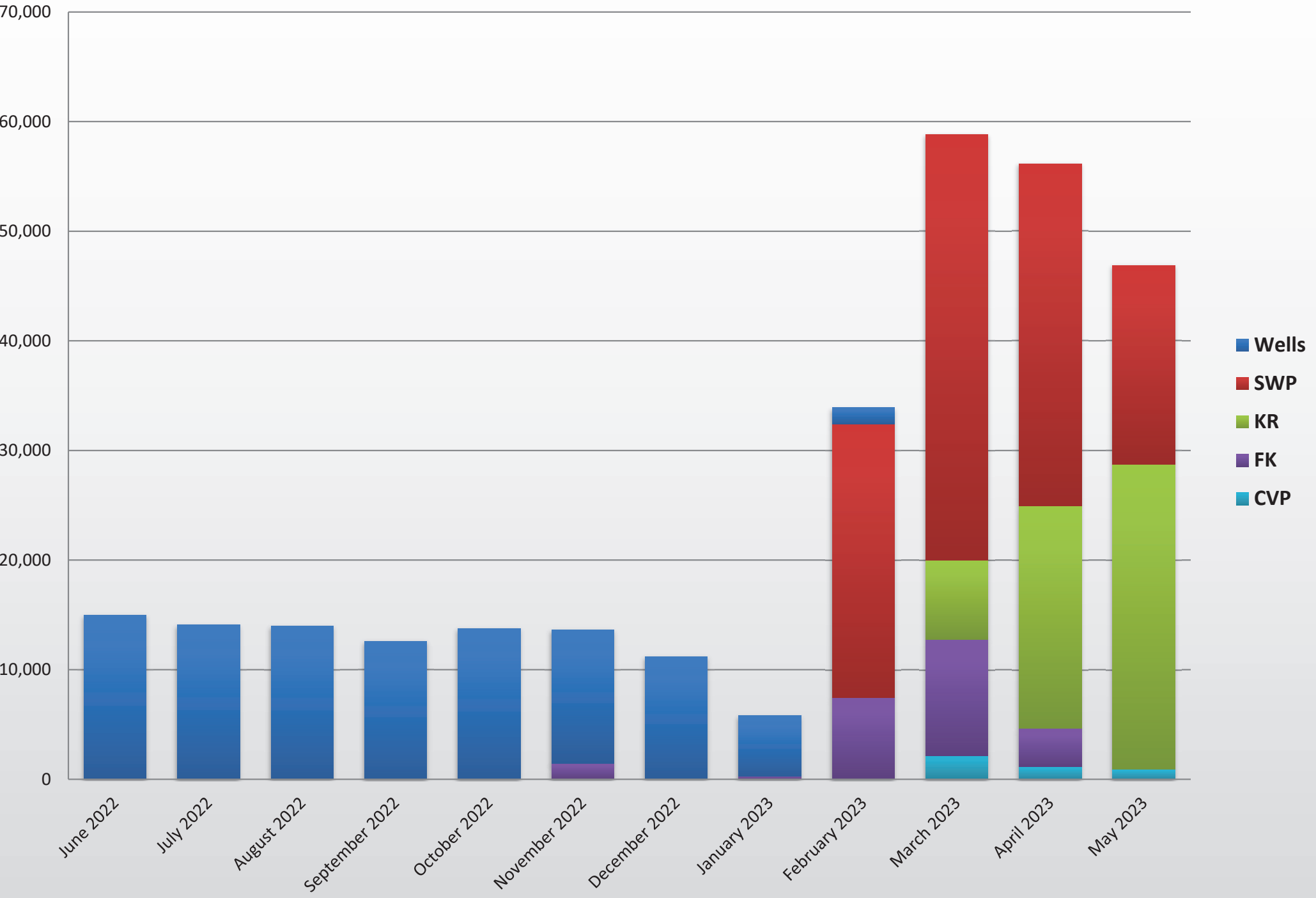
Cross Valley Canal

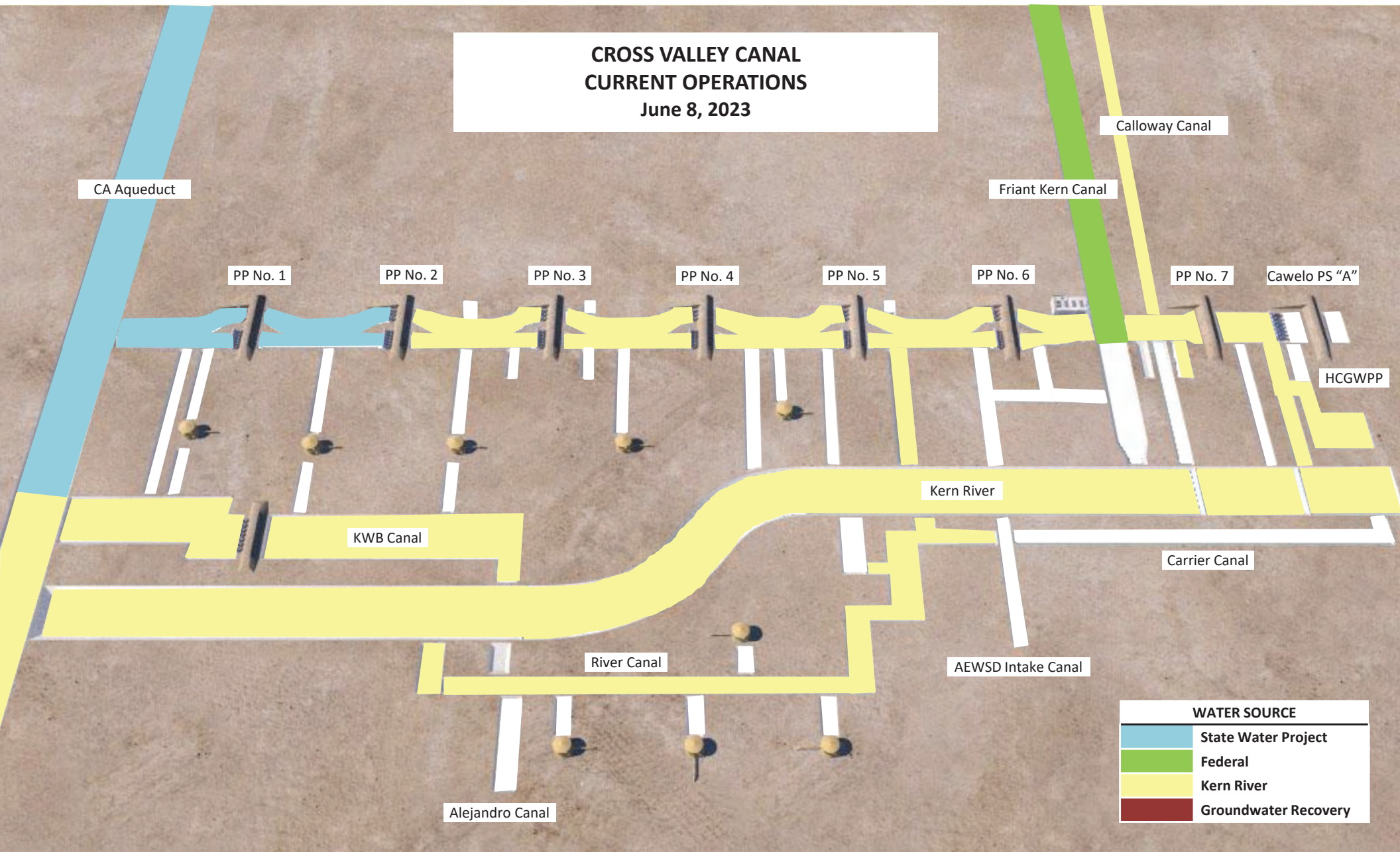
Twelve Month Delivery by Direction

Attachment 3



Cross Valley Canal
Twelve Month Delivery by Source





Cross Valley Canal
Pump and Flow Configuration
 Last Updated on June 8, 2023

'A' Pumping Plants												'B' Pumping Plants					Total cfs
		A	B	C	D	E	F	G	H	J	Total cfs	K	L	M	N	Total cfs	
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	31	70	180	180	180	Service	70	31		742	167	167	167		500	1,242
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	400	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	Service	70	180	180	Service	180	70	31		711	167	167	167		500	1,211
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	Service	70	180	180	180	70	Service	70	31	812	167	167	167		500	1,312
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	Service	180	180	180	70	31	70	Service	742	167	167	167		500	1,242
Pumping Plant No. 5	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	843	Service	Service	Service		0	843
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	31	Service	180	180	180	70	70	Service		781	40	193	193	90	516	1,297
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	Service				311						311

Tab VII



August 1, 2023

**PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

Richard Iger, General Counsel
KERN DELTA WATER DISTRICT
501 Taft Highway
Bakersfield CA 93307

Re: Engagement to Advise KDWD Regarding Various Matters

Dear Richard:

You have asked that our firm continue to advise the Kern Delta Water District (the "District" or "you" for purposes of this letter) regarding various existing and potential future issues pertaining to the District, its various water supplies, and miscellaneous matters. We are pleased that the District has requested McMurtrey, Hartsock, Worth & St. Lawrence (the "Firm" or "we" for purposes of this letter) to provide legal services to you, and we thank you for the opportunity to be of assistance. The purpose of this Agreement is to verify your approval as to the scope of our engagement, the financial terms of our engagement, and all other aspects of this engagement, as follows:

1. Scope of Engagement. By this Agreement, the District is engaging the Firm to assist it, as needed, requested, and as agreed to with regard to various existing and potential future issues pertaining to the District, its various water supplies, and miscellaneous General District Matters (matters). In addition, the Firm will provide legal support services on an as-needed basis.

We will endeavor to keep you informed of the progress of these matters, and we will respond to your inquiries. We understand we may be on standby for some period of time. Also, on your part, you acknowledge the need to provide us with truthful and accurate information, and the need to cooperate and to keep us informed of any developments.

2. Fees and Hourly Rates. We charge for our legal services based on the amount of time devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are based upon these professionals' experience, expertise, and standing.

Consistent with our prior practice of billing the District, we will continue to bill our time on this matter at rates charged to our other public agency clients. The current rate sheet for attorneys, secretaries, and paralegals is attached. These rates are periodically adjusted, and any new rates would be implemented immediately after they are adopted and would apply to legal services rendered after the effective date of the new rates, which will be reflected on your bill. We will consult with you prior to any increase in rates. Billing is in quarter-hour increments.

We believe that our hourly rates are comparable with the rates charged for the same kinds of work by lawyers and other professionals of similar experience, expertise and standing. We try to use associate and paralegal support on projects where appropriate, and we will be happy to discuss the staffing of your project with you.

We normally charge for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances; including preparation and participation; and telephone calls, including calls with you, other attorneys or persons involved with this matter, and governmental agencies. If we work with another attorney on this matter, as it evolves, we may confer among ourselves about the matter, as required, and in such cases, each attorney will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent.

3. Additional Services and Outside Expenditures. Given the nature of this matter, I do not anticipate any outside expenditures, but the following provisions will govern should there be such expenditures.

We may provide additional services in-house in connection with our legal representation of you. These in-house additional services typically include photocopying, computerized research, facsimile services, long-distance telephone, postage, staff overtime, word processing, and small field expenses for mileage, meals, parking, lodging, and the like. Our practice is to bill these services to you directly at our cost.

Our legal representation may also involve additional services provided by third-party vendors outside of the Firm. You will be required either to pay for these outside additional services directly or to reimburse us if we make payment for these services on your behalf. We sometimes will make payment for, and then bill you for reimbursement of smaller items such as filing fees, photocopying by outside copying services, recording fees, messenger services, service of process, and Court fees. When there are substantial expenditures involving outside vendors (such as for depositions, expert witnesses, exhibit preparation, or airfare) or substantial out-of-pocket expenditures (such as extended field expenses, large outside copying jobs, or jury fees), we will require either that you pay those sums to us before we expend them, that you provide an advance deposit for such expenditures, or that you directly contract with and pay the outside vendor.

4. Monthly Statements and Payment Terms. We send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our clients' behalf for outside additional services. The details in the monthly statement will inform you of the nature and progress of our work and of the charges and expenditures being incurred.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of ten percent (10%) per year, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

We specifically reserve the right to withdraw from representation of you and to cease performing immediately all services if we do not receive full payment of any amounts owed to us within thirty (30) days of any statement.

We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or objection to a monthly statement, our services, or our charges, then you should raise it promptly for discussion. If you object to only a portion of the charges on a statement, then you agree to pay the remainder, which will not constitute a waiver of your objection.

5. Term of Agreement. This Agreement is a result of special circumstances including, but not limited to, longevity of services provided and succession planning, and as a result, shall be for a term of five (5) years ("Term") from the date hereof, with special payment provisions (based upon our then-current hourly rates charged to our public

agency clients) as follows: During each month of the Term, the District shall pay the Firm our hourly billed amount, based upon hours worked; provided, however, during such Term, such monthly payment amount shall in no event be less than \$2,000 per month (minimum amount).

6. Withdrawal From Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. We encourage our clients to inquire about any matter relating to our engagement agreements or monthly statements which may be in any way unclear or appear unsatisfactory. If you do not meet your obligation of timely payments or deposits under this Agreement, we reserve the right to withdraw from your representation on that basis alone, subject of course to any required judicial, administrative, or other approvals.

This Agreement is also subject to termination by you upon 30-days' notice for any reason. If there were to be such a termination, however, you would remain liable for all unpaid charges for services rendered, and for any minimum amounts remaining for the balance of the Term, and/or for expenditures advanced or incurred; provided, however, you may terminate this Agreement and shall not be obligated to pay the minimum amounts remaining during the Term in the event of a material breach of this Agreement by the Firm.

7. Duties Upon Termination of Active Representation. Upon termination of our active involvement in a particular matter for which we had previously been engaged, we will have no further duty to inform you of future developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged. If your matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post-judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to by you and the Firm in writing, agreed upon by the Firm, and for which you will be obligated to pay.

8. Document Storage Policies. The Firm's policy regarding documents and other materials at the conclusion of a matter is to maintain them in storage. All documents and other materials in our file may be destroyed or discarded after a period of seven (7) years following the conclusion of the matter after providing sixty (60) days' notice to you. Accordingly, if there are any documents or other materials you wish to

have retrieved from your file at the conclusion of a matter, it will be necessary for you to advise us of that request to ensure that they are not destroyed.

9. Arbitration. We appreciate the opportunity to serve as your attorneys and anticipate a productive and harmonious relationship. If you should feel for any reason that there is a problem with the services we have provided or with our charges, we encourage you to bring that to our attention immediately. If we perceive a problem with your representation, we likewise will endeavor to discuss it with you. Most problems should be rectified by communication and discussion. However, a dispute might arise between us which could not be resolved by negotiation. We believe that such attorney-client disputes are most satisfactorily resolved through final and binding arbitration rather than by litigation. Both the United States Supreme Court and the California Supreme Court have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious.

In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and less rigid than the rules which apply in Court. Arbitration usually results in a decision much more quickly than proceedings in Court, and the attorneys' fees and other costs incurred by both sides may be substantially less. You are free to discuss the advisability of arbitration with us, or with your own independent counsel or any of your other advisors, and to ask any questions which you may have.

By signing this Agreement, we both agree that, in the event of any dispute or claim arising out of or relating to this Agreement, our relationship, our charges, or our services (including but not limited to disputes or claims regarding professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud, or violation of any statute (hereinafter referred to as "Professional Claims")), such dispute or claim shall be Resolved by submission to final and binding arbitration in Kern County, California, before a retired judge or justice. By agreeing to arbitrate, you waive any right you have to a court or jury trial. Venue regarding any ancillary proceedings arising out of such dispute or claim shall also be in Kern County. We will attempt to agree upon a single arbitrator, who will decide the dispute or claim. If we are unable to mutually agree on a retired judge or justice to serve as the sole arbitrator, then either party may petition a court of competent jurisdiction to appoint a retired judge or justice to serve as sole arbitrator. The fees of the arbitrator will be paid initially equally by both the Firm and you. However, the arbitrator shall have the right to order either party to pay all fees and costs as part of his award.

Richard Iger, General Counsel
Kern Delta Water District
August 1, 2023
Page 6 of 8

In arbitration, we shall both be entitled to conduct discovery in accordance with the provisions of the California Code of Civil Procedure, but either of us may request that the arbitrator limit the amount or scope of such discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The arbitrator shall decide the matter in accordance with the applicable law. Any error in law by the arbitrator or in application of the law shall be deemed in excess of the arbitrator's authority. Any such error in law may be reviewed de novo by the Superior Court upon a Petition to Vacate or Confirm the arbitration award and may thereafter be appealed as with any other judgment. The provisions of the California Arbitration Act shall govern this arbitration.

Under California law, you have the right, if you desire, to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association or the State Bar ("Bar Arbitration") and a trial de novo in court (which is a new trial without regard to the prior decision or knowledge by the court of the prior decision) if dissatisfied with the result. If you do request a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct (i.e., Professional Claims) is admissible only concerning the fees or costs in dispute and that the Bar Arbitrator shall not award any affirmative relief in the form of damages, offset or otherwise, on account of such claim.

By signing this Agreement, you agree that if a Bar Arbitration is conducted, that Bar Arbitration or any trial de novo in Court thereafter shall determine only the issue of the amount of fees properly chargeable to you, if any, and that such Bar Arbitration or trial de novo in Court thereafter shall have no effect on the provisions set forth above which require arbitration before a retired judge or justice of any Professional Claims. Any such Professional Claims shall be solely determined in an arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration or trial de novo thereafter. This agreement to arbitrate the Professional Claims is separate from the agreement to arbitrate claims related to any fee dispute, and if arbitration of a fee dispute is determined to be invalid, the agreement and right to arbitrate the Professional Claims shall not be deemed to be invalid.

10. Consent to Electronic Communications. In order to maximize efficiency in this matter, we intend to use electronic communications devices to the fullest extent possible (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). We may also use text messaging, although we generally prefer to avoid text messages on client matters. The use of such devices under current technology may place

your confidences and privileges at risk. However, we believe the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this letter, you acknowledge your consent to the use of these devices.

11. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

12. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement.

13. Choice of Law: Integrated Agreement: Modifications: Severability. This Agreement will be governed by California law without reference to its conflicts of laws principles. This is the entire Agreement between the Firm and you, and there are no other or additional understandings between us on these subjects, written or oral. Any modification or addition to this Agreement (other than (a) additional matters we may undertake on your behalf or (b) changes in our rates, which will be effective upon notice to you of the change) must be made in a writing signed by the party adversely affected by the change. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14. Client. The Firm's client for the purpose of our representation is only the District. We are not undertaking the representation of any related or affiliated person or entity, nor any officers, directors, agents, or employees.

If this Agreement correctly sets forth your understanding of the scope of the services to be rendered to you by McMurtrey, Hartsock, Worth & St. Lawrence, and if all of the terms set forth in this Engagement Letter are satisfactory, then please sign the original of the letter and return it to me so that we will be engaged as your legal counsel. Please also sign the enclosed copy of this letter and retain it for your records. If the scope

Richard Iger, General Counsel
Kern Delta Water District
August 1, 2023
Page 8 of 8

of services described is incorrect or if the terms set forth are not satisfactory to you, please let me know so that we can discuss and resolve any such issues.

We look forward to working with you and thank you once again for the opportunity to be of service.

Sincerely,

McMURTREY, HARTSOCK, WORTH &
ST. LAWRENCE

By: 
Isaac St. Lawrence

The undersigned has read and understands the above Agreement and accepts and agrees to all of its terms and conditions.

KERN DELTA WATER DISTRICT

Dated: _____

By: _____
Richard Iger, General Counsel

ILS:gg

June 6, 2022

Board of Directors
KERN DELTA WATER DISTRICT
501 Taft Highway
Bakersfield, CA 93307

Re: Attorney Fee Schedule
Effective July 1, 2022

Dear Board Members:

Please be advised that rising costs of operation require this office to increase its attorney fee schedule effective July 1, 2022. Our last increase took effect 3 years ago, i.e., on July 1, 2019. The previous rates and new rates, which equates to an approximate 10% increase, are shown below. As always, we have made every effort to reduce or absorb costs prior to resorting to a rate increase.

	<u>Years of Experience General</u>	<u>Years of Experience Public Agency Law</u>	<u>Previous Hourly Rate</u>	<u>New Hourly Rate</u>
Attorneys:	15 or more	5 or more	\$280/hr	\$308/hr
	10 to 15	5 or more	\$268/hr	\$296/hr
	5 to 10	Fewer than 5	\$244/hr	\$268/hr
	Fewer than 5	Fewer than 5	\$224/hr	\$248/hr
Law Clerks:			\$160/hr	\$176/hr
Paralegals:	10 or More	5 or More	\$120/hr	\$132/hr
	Fewer than 10	Fewer than 5	\$112/hr	\$124/hr

"Law Clerks" include law school student who have, at a minimum, successfully completed their first year of law school (including a course in legal research and writing) and graduates who have not yet been admitted to practice law in the State of California. "Paralegals" include legal assistants and certified paraprofessionals.

We believe the revised schedule is consistent with or less than fees currently charged by others for similar services. Please note that no additional charge is made for mileage, telephone, xerox copies, clerical help, etc. (i.e., these costs are included in the hourly rate).

Very truly yours,

A handwritten signature in blue ink, appearing to read 'I. St. Lawrence', with a long horizontal flourish extending to the right.

Isaac L. St. Lawrence

ILS:gg

NOTICE OF GENERAL ELECTION
(Elections Code Section: 12112, 10510)

KERN DELTA WATER DISTRICT

Notice is hereby given that a General District Election will be held on November 7, 2023.

The offices for which candidates may be nominated are as follows:

Director Division 2 for the term ending December 5, 2025.
Director Division 3 for the term ending December 2, 2027.
Director Division 5 for the term ending December 2, 2027.
Director Division 6 for the term ending December 2, 2027.
Director Division 8 for the term ending December 2, 2027.
Director Division 9 for the term ending December 2, 2027.

The qualifications to be a director of Kern Delta Water District are as follows:

Must be a holder of title to land in the division of the district, the legal representative of a holder of title to land within the division of the district, or a person duly authorized to act for and on behalf of a holder of title to land within the division of the district.

Declarations of Candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from Kern Delta Water District, 501 Taft Highway, Bakersfield, California 93307, and must be filed with the district in person not later than 5:00 p.m., August 11, 2023, the 88th day before the election.

In the event there are no nominees or an insufficient number of nominees for each elective office and a petition for an election is not timely filed, an appointment to such elective office shall be made (Elections Code Section 10515). Voters of the divisions may call the district at 661-834-4656 to obtain information regarding filing for Director.

**Valley Ag Water Coalition
2023-24 Regular Session, First Year**

AB 30

(Ward D) Atmospheric rivers: research: reservoir operations.

Current Text: Amended: 6/26/2023 [html](#) [pdf](#)

Introduced: 12/5/2022

Last Amend: 6/26/2023

Status: 7/13/2023-Read third time. Passed. Ordered to the Assembly. (Ayes 37. Noes 0.). In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 11 pursuant to Assembly Rule 77.

Is Urgency: N

Is Fiscal: Y

Location: 7/13/2023-A. CONCURRENCE

Summary: Current law establishes the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program in the Department of Water Resources. Current law requires the department, upon an appropriation for purposes of the program, to research climate forecasting and the causes and impacts that climate change has on atmospheric rivers, to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. This bill would rename that program the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program. The bill would require the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

Position

Favor

AB 62

(Mathis R) Statewide water storage: expansion.

Current Text: Amended: 4/20/2023 [html](#) [pdf](#)

Introduced: 12/6/2022

Last Amend: 4/20/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/10/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-A. 2 YEAR

Summary: Current law establishes within the Natural Resources Agency the State Water Resources Control Board and the California regional water quality control boards. Current law requires the work of the state board to be divided into at least 2 divisions, known as the Division of Water Rights and the Division of Water Quality. This bill would establish a statewide goal to increase above- and below-ground water storage capacity by a total of 3,700,000 acre-feet by the year 2030 and a total of 4,000,000 acre-feet by the year 2040. The bill would require the Department of Water Resources, in consultation with the state board, to take reasonable actions to promote or assist efforts to achieve the statewide goal, as provided. The bill would require the department, beginning July 1, 2027, and on or before July 1 every 2 years thereafter until January 1, 2043, in consultation with the state board, to prepare and submit a report to the Legislature on the progress made to achieve the statewide goal.

Position

Favor

AB 66

(Mathis R) Natural Resources Agency: water storage projects: permit approval.

Current Text: Amended: 3/29/2023 [html](#) [pdf](#)

Introduced: 12/6/2022

Last Amend: 3/29/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/19/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-A. 2 YEAR

Summary: Current law establishes the Natural Resources Agency, composed of departments, boards, conservancies, and commissions responsible for the restoration, protection, and management of the state's natural and cultural resources. Current law establishes in the agency the Department of Water Resources, which manages and undertakes planning with regard to water resources in the state. This bill would require the agency, and each department, board, conservancy, and commission within the agency, to take all reasonable steps to approve the necessary permits for specified projects that meet certain employment conditions within 180 days from receiving a complete permit application.

Position

Favor

AB 340 (Fong, Vince R) California Environmental Quality Act: grounds for noncompliance.

Current Text: Introduced: 1/30/2023 [html](#) [pdf](#)

Introduced: 1/30/2023

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/9/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 4/28/2023-A. 2 YEAR

Summary: The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.

Position

Favor

AB 396 (Fong, Vince R) Dams.

Current Text: Introduced: 2/2/2023 [html](#) [pdf](#)

Introduced: 2/2/2023

Status: 5/5/2023-Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/2/2023) (May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: N

Location: 5/5/2023-A. 2 YEAR

Summary: Current law regulates the construction and operation of dams and exempts certain structures for these purposes. Current law requires the owner of such exempt structures to employ a registered civil engineer to supervise the structure, as prescribed. This bill would make nonsubstantive changes to the above provision.

Position

Watch

AB 422 (Alanis R) Natural Resources Agency: statewide water storage: tracking.

Current Text: Introduced: 2/2/2023 [html](#) [pdf](#)

Introduced: 2/2/2023

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 2/9/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 4/28/2023-A. 2 YEAR

Summary: Would require the Natural Resources Agency, on or before June 1, 2024, to post on its publicly available internet website information tracking the progress to increase statewide water storage, and to keep that information updated.

Position

Favor

AB 429 (Bennett D) Groundwater wells: permits.

Current Text: Amended: 3/2/2023 [html](#) [pdf](#)

Introduced: 2/6/2023

Last Amend: 3/2/2023

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/2/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 4/28/2023-A. 2 YEAR

Summary: Current law requires the State Water Resources Control Board to adopt a model water well, cathodic protection well, and monitoring well drilling and abandonment ordinance implementing certain standards for water well construction, maintenance, and abandonment and requires each

county, city, or water agency, where appropriate, not later than January 15, 1990, to adopt a water well, cathodic protection well, and monitoring well drilling and abandonment ordinance that meets or exceeds certain standards. Under current law, if a county, city, or water agency, where appropriate, fails to adopt an ordinance establishing water well, cathodic protection well, and monitoring well drilling and abandonment standards, the model ordinance adopted by the state board is required to take effect on February 15, 1990, and is required to be enforced by the county or city and have the same force and effect as if adopted as a county or city ordinance. The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. This bill would, if 1% of domestic wells go dry in a critically overdrafted basin, as specified, prohibit a county, city, or any other water well permitting agency from approving a permit for a new groundwater well or for an alteration to an existing well in a basin subject to the act and classified as a critically overdrafted basin unless specified conditions are met.

Position

Oppose

AB 460 (Bauer-Kahan D) State Water Resources Control Board: water rights and usage: interim relief: procedures.

Current Text: Amended: 5/18/2023 [html](#) [pdf](#)

Introduced: 2/6/2023

Last Amend: 5/18/2023

Status: 6/27/2023-In committee: Set, first hearing. Hearing canceled at the request of author.

Is Urgency: N

Is Fiscal: Y

Location: 6/7/2023-S. N.R. & W.

Summary: Current law authorizes the State Water Resources Control Board to investigate all streams, stream systems, lakes, or other bodies of water, take testimony relating to the rights to water or the use of water, and ascertain whether water filed upon or attempted to be appropriated is appropriated under the laws of the state. Current law requires the board to take appropriate actions to prevent waste or the unreasonable use of water. This bill would authorize the board, in conducting specified investigations or proceedings to inspect the property or facilities of a person or entity, as specified. The bill would authorize the board, if consent is denied for an inspection, to obtain an inspection warrant, as specified, or in the event of an emergency affecting public health and safety, to conduct an inspection without consent or a warrant.

Position

Oppose

AB 560 (Bennett D) Sustainable Groundwater Management Act: groundwater adjudication.

Current Text: Amended: 6/26/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Last Amend: 6/26/2023

Status: 7/12/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (July 11). Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 7/12/2023-S. APPR.

Summary: Current law prohibits a court from approving entry of judgment in certain adjudication actions for a basin required to have a groundwater sustainability plan under the Sustainable Groundwater Management Act, unless the court finds that the judgment would not substantially impair the ability of a groundwater sustainability agency, the State Water Resources Control Board, or the Department of Water Resources to comply with the act and to achieve sustainable groundwater management. This bill would require the parties to an adjudication action to submit a proposed settlement agreement determining rights to water to the board for a nonbinding advisory determination as to whether the proposed settlement agreement will substantially impair the ability of a groundwater sustainability agency, the board, or the department to achieve sustainable groundwater management before filing the proposed settlement agreement with the court. The bill would require the board to provide its nonbinding advisory determination to the parties no later than 120 days after the proposed settlement agreement was submitted, and would require the parties to include the board's nonbinding advisory determination in the court filing, as provided.

Position

Oppose

[AB 676](#)**([Bennett D](#)) Water: general state policy.****Current Text:** Amended: 7/12/2023 [html](#) [pdf](#)**Introduced:** 2/13/2023**Last Amend:** 7/12/2023**Status:** 7/12/2023-Read second time and amended. Ordered to third reading.**Is Urgency:** N**Is Fiscal:** N**Location:** 7/12/2023-S. THIRD READING**Summary:** Would specify that the use of water for domestic purposes includes water use for human consumption, cooking, sanitary purposes, care of household livestock, animals, and gardens, fire suppression and other safety purposes, and any other purpose determined to be a domestic purpose by a court, as specified.**Position**

Watch

[AB 779](#)**([Wilson D](#)) Groundwater: adjudication.****Current Text:** Amended: 7/3/2023 [html](#) [pdf](#)**Introduced:** 2/13/2023**Last Amend:** 7/3/2023**Status:** 7/12/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 3.) (July 11). Re-referred to Com. on APPR.**Is Urgency:** N**Is Fiscal:** Y**Location:** 7/12/2023-S. APPR.**Summary:** Current law establishes various methods and procedures for a comprehensive adjudication of groundwater rights in civil court. This bill would require the court to appoint one party to forward all case management orders, judgments, and interlocutory orders to the Department of Water Resources within 10 business days of issuance. The bill would require the court to allocate payment of the costs incurred by the party appointed to forward all case management orders, judgments, and interlocutory orders to the department among the parties in an amount and a manner that the court deems equitable. The bill would require the department to post the documents on its internet website in the interest of transparency and accessibility within 20 business days of receipt from a party, as specified. The bill would authorize the court to refer the matter to the State Water Resources Control Board for investigation and report in order to assist the court in making findings pursuant to these provisions, and would authorize a party to request that the court refer the matter to the board for these purposes. The bill would require the court to consider the water use of small farmers and disadvantaged communities, as those terms are defined, before entering a judgment.**Position**

Oppose

[AB 828](#)**([Connolly D](#)) Sustainable groundwater management: managed wetlands.****Current Text:** Amended: 4/17/2023 [html](#) [pdf](#)**Introduced:** 2/13/2023**Last Amend:** 4/17/2023**Status:** 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/2/2023)(May be acted upon Jan 2024)**Is Urgency:** N**Is Fiscal:** Y**Location:** 4/28/2023-A. 2 YEAR**Summary:** The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. Current law defines various terms for purposes of the act. This bill would add various defined terms for purposes of the act, including the term "managed wetland."**Position**

Oppose

[AB 830](#)**([Soria D](#)) Lake and streambed alteration agreements: exemptions.****Current Text:** Amended: 6/27/2023 [html](#) [pdf](#)**Introduced:** 2/13/2023**Last Amend:** 6/27/2023**Status:** 7/11/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (July

10). Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 7/10/2023-S. APPR.

Summary: Current law prohibits a person, a state or local governmental agency, or a public utility from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, unless prescribed requirements are met, including written notification to the Department of Fish and Wildlife regarding the activity. Current law prescribes various requirements for lake and streambed alteration agreements. Current law also establishes various exemptions from these provisions, including exemptions for specified emergency work. This bill would additionally exempt from these provisions the temporary operation of existing infrastructure or temporary pumps being used to divert flood stage flows, as identified by the California Nevada River Forecast Center or the State Water Resources Control Board, or near-flood stage flows, as defined, to groundwater recharge as long as certain conditions are met.

Position

Support

AB 900

(Bennett D) Aquifer recharge.

Current Text: Amended: 4/12/2023 [html](#) [pdf](#)

Introduced: 2/14/2023

Last Amend: 4/12/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/10/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-A. 2 YEAR

Summary: Current law requires the Natural Resources Agency to update every 3 years the state's climate adaptation strategy, known as the Safeguarding California Plan, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Current law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives, including promoting the use of the plan to inform planning decisions and ensure that state investments consider climate change impacts, as well as promote the use of natural systems and natural infrastructure, when developing physical infrastructure to address adaptation. This bill would add aquifers as part of the meaning of natural infrastructure.

Position

Watch

AB 923

(Bauer-Kahan D) Flood plain restoration projects: Central Valley: study.

Current Text: Amended: 7/12/2023 [html](#) [pdf](#)

Introduced: 2/14/2023

Last Amend: 7/12/2023

Status: 7/12/2023-Read second time and amended. Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 7/10/2023-S. APPR.

Summary: The Central Valley Flood Protection Act of 2008 requires the Department of Water Resources to prepare, and the Central Valley Flood Protection Board, a state agency, to adopt, a plan identified as the Central Valley Flood Protection Plan. This bill would require the board, in coordination with the department, to identify priority flood plain restoration or floodway expansion projects where increased flows due to climate change are likely to overwhelm existing flood protection infrastructure, as specified. The bill would require the department and the board to conduct broad stakeholder outreach to identify priority projects and would require that those projects provide at least 2 of 4 specified public benefits. The bill would require the board, upon the appropriation of funds for this purpose, to begin preconstruction activities, including acquisition of land, easements, or rights of way, to expedite the priority projects identified.

Position

Watch

AB 1205

(Bauer-Kahan D) Water rights: sale, transfer, or lease: agricultural lands.

Current Text: Amended: 7/13/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 7/13/2023

Status: 7/13/2023-Read second time and amended. Ordered to third reading.

Is Urgency: N

Is Fiscal: Y

Location: 7/13/2023-S. THIRD READING

Summary: Current law declares that, because of the conditions prevailing in this state, the general welfare requires that the water resources of the state be put to beneficial use to the fullest extent of which they are capable, that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of the water is to be exercised with a view to the reasonable and beneficial use of the water in the interest of the people and for the public welfare. This bill would require the State Water Resources Control Board to, on or before January 1, 2027, conduct a study and report to the Legislature and appropriate policy committees on the existence of speculation or profiteering by an investment fund in the sale, transfer, or lease of an interest in any surface water right or groundwater right previously put to beneficial use on agricultural lands, as specified. The bill would repeal this provision on January 1, 2031.

Position

Oppose

AB 1337 (Wicks D) State Water Resources Control Board: water diversion curtailment.

Current Text: Amended: 5/18/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 5/18/2023

Status: 7/10/2023-In committee: Set, first hearing. Hearing canceled at the request of author.

Is Urgency: N

Is Fiscal: Y

Location: 6/7/2023-S. N.R. & W.

Summary: Under existing law, the diversion or use of water other than as authorized by specified provisions of law is a trespass, subject to specified civil liability. This bill would expand the instances when the diversion or use of water is considered a trespass. This bill contains other related provisions and other existing laws.

Position

Oppose

AB 1563 (Bennett D) Groundwater sustainability agency: groundwater extraction permit: verification.

Current Text: Amended: 6/28/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 6/28/2023

Status: 7/12/2023-In committee: Set, first hearing. Hearing canceled at the request of author.

Is Urgency: N

Is Fiscal: Y

Location: 6/22/2023-S. GOV. & F.

Summary: Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law authorizes a groundwater sustainability agency to request of the county, and requires a county to consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the agency before permit approval. This bill would instead require a county to forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

Position

Oppose

AB 1567 (Garcia D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024.

Current Text: Amended: 5/26/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 5/26/2023

Status: 6/14/2023-Referred to Coms. on N.R. & W. and GOV. & F.

Is Urgency: N

Is Fiscal: Y

Location: 6/14/2023-S. N.R. & W.

Summary: Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe

drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.

Position

Support/Amend

ACA 2

(Alanis R) Public resources: Water and Wildfire Resiliency Act of 2023.

Current Text: Introduced: 12/5/2022 [html](#) [pdf](#)

Introduced: 12/5/2022

Status: 4/20/2023-Referred to Coms. on W., P., & W. and NAT. RES.

Is Urgency:

Is Fiscal: Y

Location: 4/20/2023-A. W.,P. & W.

Summary: Would establish the Water and Wildfire Resiliency Fund within the State Treasury, and would require the Treasurer to annually transfer an amount equal to 3% of all state revenues that may be appropriated as described from the General Fund to the Water and Wildfire Resiliency Fund. The measure would require the moneys in the fund to be appropriated by the Legislature and would require that 50% of the moneys in the fund be used for water projects, as specified, and that the other 50% of the moneys in the fund be used for forest maintenance and health projects, as specified.

Position

Favor

SB 23

(Caballero D) Water supply and flood risk reduction projects: expedited permitting.

Current Text: Amended: 5/1/2023 [html](#) [pdf](#)

Introduced: 12/5/2022

Last Amend: 5/1/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/15/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: Current law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to submit to the department the certified or adopted environmental review document, as applicable, for the activity in the notification. The bill would require the department, under prescribed circumstances, to take certain actions within specified timelines, or within a mutually agreed-to extension of time.

Position

Favor

SB 69

(Cortese D) California Environmental Quality Act: local agencies: filing of notices of determination or exemption.

Current Text: Amended: 7/12/2023 [html](#) [pdf](#)

Introduced: 1/5/2023

Last Amend: 7/12/2023

Status: 7/12/2023-Read second time and amended. Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 7/10/2023-A. APPR.

Summary: The California Environmental Quality Act (CEQA) requires a local agency that approves or determines to carry out a project subject to CEQA to file a notice of determination with the county clerk of each county in which the project will be located, as provided. CEQA authorizes a local agency that determines that a project is not subject to CEQA to file a notice of exemption with the county clerk of each county in which the project will be located, as provided. CEQA requires the county clerk to make the notice available for public inspection and post the notice within 24 hours of receipt in the office or on the internet website of the county clerk, as specified. CEQA requires an action or proceeding challenging an act or decision of a public agency, including a local agency, on the grounds of noncompliance with CEQA to be commenced within certain time periods, as specified. This bill would require a local agency to file a notice of determination with the State Clearinghouse in the Office of Planning and Research in addition to the county clerk of each county in which the project will be located. The bill would authorize a local agency to file a notice of exemption with the State Clearinghouse in the Office of Planning and Research in addition to the county clerk of each county in which the project will be located. The bill would require the notice, including any subsequent or

amended notice, to be posted both in the office and on the internet website of the county clerk and by the Office of Planning and Research on the State Clearinghouse internet website within 24 hours of receipt. The bill would specify that the posting of the notice by the Office of Planning and Research would not affect the applicable time periods to challenge an act or decision of a local agency, as described above.

Position

Not Favor

SB 231

(Hurtado D) Department of Water Resources: water supply forecasting.

Current Text: Amended: 7/12/2023 [html](#) [pdf](#)

Introduced: 1/23/2023

Last Amend: 7/12/2023

Status: 7/12/2023-Read second time and amended. Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 7/11/2023-A. APPR.

Summary: Would require the Department of Water Resources, on or before December 31, 2025, to establish a formal process for annually evaluating and improving the accuracy of its water supply forecasts, adopt a new water supply forecasting model that better addresses the effects of climate change, and implement a formal policy and procedures for documenting its operational plans for the state's water supply and its rationale for its operating procedures. The bill would require the department, by December 1, 2024, to prepare, and submit to the Legislature, a report on its progress toward meeting these requirements.

Position

Watch

SB 315

(Hurtado D) Groundwater: groundwater sustainability agencies: probationary basins.

Current Text: Amended: 4/20/2023 [html](#) [pdf](#)

Introduced: 2/6/2023

Last Amend: 4/20/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/1/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: The Sustainable Groundwater Management Act authorizes the State Water Resources Control Board to designate specified basins as probationary basins if certain conditions are met, including, but not limited to, that the Department of Water Resources, in consultation with the board, determines that a groundwater sustainability plan is inadequate or that the groundwater sustainability program is not being implemented in a manner that will likely achieve the sustainability goal. Current law requires the board, if it designates a basin as a probationary basin pursuant to specified conditions, to identify the specific deficiencies and potential remedies. Current law authorizes the board to request the department, within 90 days of the designation, to provide technical recommendations to local agencies to remedy the deficiencies and to develop an interim plan for the probationary basin one year after the designation, as specified. This bill would require any groundwater sustainability agency that hires a third-party consulting firm to ensure that the integrity of the science being used to develop a groundwater sustainability plan is protected and the data is not sold. The bill would delete the authorizations for the board to request technical recommendations from the department. The bill would additionally place various requirements on the board in working with a groundwater sustainability agency, including, among other things, requiring the board to provide clear benchmarks and guidance for groundwater sustainability agencies to improve their groundwater management plans.

Position

Watch

SB 361

(Dodd D) Water resources: stream gages.

Current Text: Amended: 3/29/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Last Amend: 3/29/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/17/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: Current law requires the Department of Water Resources and the State Water Resources

Control Board, in consultation with the Department of Fish and Wildlife, the Department of Conservation, the Central Valley Flood Protection Board, interested stakeholders, and, to the extent they wish to consult, local agencies, to develop the plan to address significant gaps in information necessary for water management and the conservation of freshwater species. This bill would require the Department of Water Resources and the board, upon appropriation of funds by the Legislature, to reactivate, upgrade, and install new stream gages, as provided. The bill would require the department and board to use the recommendations and data provided in the California Stream Gaging Prioritization Plan 2022 to complete specified actions by 2030. The bill would require the department to report to the Legislature, on or before January 1, 2026, and every 2 years thereafter, on progress made in completing those specified actions. The bill would require the data from all stream gages operating with any public money to be published as provisional data within 10 days of collection and made publicly available on the state's open water data platforms. The bill would require the department and board to develop and adopt a set of standards and processes for assessing, tracking, and reporting the accuracy of stream gages, evapotranspiration data, water meters, and other critical data inputs for water management, as provided. The bill would require the department and the board to consult with interested stakeholders to develop a plan to identify the gaps in the network of automated weather stations and eddy covariance towers to ensure accurate and comprehensive data collection.

Position

Favor

SB 366 (Caballero D) The California Water Plan: long-term supply targets.

Current Text: Amended: 6/29/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Last Amend: 6/29/2023

Status: 7/11/2023-July 11 set for first hearing canceled at the request of author.

Is Urgency: N

Is Fiscal: Y

Location: 6/8/2023-A. W.,P. & W.

Summary: Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, water transfers, and alternative pricing policies that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to instead establish a stakeholder advisory committee and to expand the membership of the committee to include tribes, labor, and environmental justice interests. The bill would require the department to coordinate with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified long-term water supply targets established by the bill for purposes of The California Water Plan. The bill would require the plan to provide recommendations and strategies to ensure enough water supply for all beneficial uses.

Position

Support

SB 389 (Allen D) State Water Resources Control Board: investigation of water right.

Current Text: Amended: 7/6/2023 [html](#) [pdf](#)

Introduced: 2/9/2023

Last Amend: 7/6/2023

Status: 7/11/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 3.) (July 11). Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 7/11/2023-A. APPR.

Summary: Current law authorizes the State Water Resources Control Board to investigate bodies of water, to take testimony in regard to the rights to water or the use of water, and to ascertain whether or not water is appropriated lawfully, as provided. Under current law, the diversion or use of water other than as authorized by specified provisions of law is a trespass, subject to specified civil liability. This bill would instead authorize the board to investigate and ascertain whether or not a water right is valid. The bill would authorize the board to issue an information order in furtherance of an investigation, as executed by the executive director of the board, to a water right holder or claimant, diverter, or user to provide the information related to a diversion and use of water, as specified. The bill would authorize a diversion or use of water ascertained to be unauthorized pursuant to this provision

to be enforced as a trespass.

Position

Oppose

SB 458 (Gonzalez D) Public contracts: Local Agency Public Construction Act: reporting and notifications.

Current Text: Amended: 3/22/2023 [html](#) [pdf](#)

Introduced: 2/13/2023

Last Amend: 3/22/2023

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was GOV. & F. on 3/29/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 4/28/2023-S. 2 YEAR

Summary: The State Contract Act requires the Department of General Services to make available a report on state contracting activity containing specified information. This bill would require a local public entity subject to the Local Agency Public Construction Act, commencing January 1, 2026, to maintain and regularly update a public online database and accompanying data dictionary with prescribed information on the entity's contracting activity similar to the information required for the State Contract Act report. The bill would require the State Auditor to review the databases established pursuant to the bill, commencing on an unspecified date, and biannually thereafter, and make recommendations to the Legislature on further transparency and reporting improvements.

Position

Watch

SB 550 (Grove R) Water markets.

Current Text: Amended: 3/20/2023 [html](#) [pdf](#)

Introduced: 2/15/2023

Last Amend: 3/20/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/10/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: Would require, on or before January 1, 2025, the Legislative Analyst, in collaboration with the Department of Water Resources, the State Water Resources Control Board, and other state agencies, as described, to prepare and submit to the Legislature a report analyzing the water market, including background information regarding the sale of water and water rights, trends in the water market, barriers to entering the water market or effectively trading in the market, and proposals for improving the regulatory framework to make the water market more market friendly and to encourage growth.

Position

Watch

SB 638 (Eggman D) Climate Resiliency and Flood Protection Bond Act of 2024.

Current Text: Amended: 6/28/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 6/28/2023

Status: 7/6/2023-July 11 hearing postponed by committee.

Is Urgency: N

Is Fiscal: Y

Location: 6/15/2023-A. W.,P. & W.

Summary: Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.

Position

Support

SB 651 (Grove R) California Environmental Quality Act: groundwater recharge projects: Judicial Council rules of court.

Current Text: Amended: 6/22/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 6/22/2023

Status: 6/22/2023-Read second time and amended. Re-referred to Com. on NAT. RES.

Is Urgency: N

Is Fiscal: Y

Location: 6/20/2023-A. NAT. RES.

Summary: Would require the Judicial Council to adopt a rule of court to establish procedures requiring actions or proceedings brought to attack, review, set aside, void, or annul the certification of an environmental impact report, or the granting of any project approvals, for groundwater recharge projects, as described, except as provided, that implement a groundwater sustainability plan or an interim groundwater sustainability plan, as described, that would require the actions or proceedings, including any appeals, to be resolved within 270 days of the filing of the certified record of proceedings with the court. The bill would also include a related statement of legislative intent.

Position

Support

SB 687 (Eggman D) **Water Quality Control Plan: Delta Conveyance Project.**

Current Text: Amended: 5/2/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 5/2/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: Would require the State Water Resources Control Board to adopt a final update of the 1995 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, as provided, before the board may consider a change in point diversion or any other water rights permit or order for the Delta Conveyance Project. The bill would also, if, after completing the update of the plan and in compliance with existing law, the board approves a change in point of diversion or any other water rights permit or order associated with the Delta Conveyance Project, prohibit the operation of the Delta Conveyance Project unless and until the updated plan is fully implemented. The bill would specify that these provisions do not constitute an authorization for or approval of funding for the Delta Conveyance Project or any other project that includes isolated Delta conveyance facilities, and do not reduce any statutory or other regulatory conditions or permit requirements for Delta conveyance projects.

Position

Oppose

SB 737 (Hurtado D) **Groundwater: recharge.**

Current Text: Introduced: 2/17/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Status: 3/1/2023-Referred to Com. on RLS.

Is Urgency: N

Is Fiscal: N

Location: 2/17/2023-S. RLS.

Summary: Would state the intent of the Legislature to enact subsequent legislation to capture floodwater to recharge groundwater basins and to require the Department of Water Resources and the State Water Resources Control Board to work together to expedite the regulatory steps necessary to store significant rainfall and excess water underground, while still ensuring protections for the environment and other water users as required by state law.

Position

Watch

SB 861 (Dahle R) **California Environmental Quality Act: water conveyance or storage projects: judicial review.**

Current Text: Amended: 4/24/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 4/24/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/1/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: The California Environmental Quality Act requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes a procedure by which a person may seek judicial review of the decision of the lead agency made pursuant to CEQA. This bill

would require the Judicial Council to adopt rules of court applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification or adoption of an environmental impact report for specified water projects, as defined, or the granting of any project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to those projects. The bill would require the lead agency to prepare the record of proceedings for a project, as provided, and to include a specified notice in the draft EIR and final EIR for the project.

Position

Favor

SB 867

(Allen D) Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024.

Current Text: Amended: 6/22/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 6/22/2023

Status: 7/6/2023-July 10 hearing postponed by committee.

Is Urgency: N

Is Fiscal: Y

Location: 6/20/2023-A. NAT. RES.

Summary: Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.

Position

Watch/Amend

Total Measures: 35

Total Tracking Forms: 35