



REGULAR BOARD OF DIRECTORS MEETING

501 Taft Highway
Bakersfield, California

TUESDAY, July 21, 2026

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. Bring Back the Kern, et al. v. City of Bakersfield, et al.
 - 4. Dennis and Cherri Armer v. Kern Delta Water District et al.
- B. Conference with Legal Counsel – Potential Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(2),(e)(1):
 - 1. One Matter.
- C. Conference with Real Property Negotiator Pursuant to Gov. Code Section 54956.8:
 - 1. APN 188-270-16
 - a. District Negotiator: Steven Teglia.
 - b. Negotiating Party: Killdeer Farms LLC.
 - c. Under Negotiations: Price and Terms of Purchase.

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 16, 2026.
 - B. Approval of June/July District Construction and Water Banking Project(s) Disbursements.
 - C. Approval of June/July District Disbursements.
 - D. Ratification of Agreements for Eastside Canal Surge Pond Project:
 - a. Agreement No. 2026-01 with Lonnie A. Cross Land Leveling Inc. for Eastside Canal Surge Pond Construction, not to exceed \$227,659.

- b. Service Agreement with Krazan for Materials Testing and Inspection, not to exceed \$10,736.
- c. Service Agreement with Wiley D. Hughes Surveying, Inc. for Preconstruction Surveying, not to exceed \$9,100.

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 16, 2026.
 - i. Review and Acceptance of FY 2025 Audit Report – Brown Armstrong.
 - ii. Approval of June Financial Reports.
 - iii. Quarterly Investment Review.

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 7, 2026 – Canceled.
 - i. District Encroachment Permit Report.
 - ii. District Facility and Banking Maintenance Report.
 - iii. Pending Development Projects.
 - iv. District Projects Update.

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 – 2026 SWP Allocation: 45%.
 - ii. Kern River Runoff Forecast April – July: 54% (May 26th B-120 Update).
 - iii. Water Management Update.

B. Kern River Watermaster Report.

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. General Manager's Report.
 - i. Golden Mussel Response Update – www.goldenrulekerncounty.com
 - ii. SGMA Update – KRGSA Annual Report.
 - iii. District Office Front Door Controlled Access.

B. External Agency Report.

- i. WAKC Golden Mussel Forum – August 5, 2026.
- ii. KNDLA Update.

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. 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 21, 2026

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 16, 2026 (attached).

II B. Approval of June/July District Construction and Water Banking Project(s) Disbursements totaling \$80,843.69* (attached), recommended for approval by the Business and Finance Committee (*see July 16, 2026 Business and Finance Committee Minutes for additional detail*).

II C. Approval of June/July District Disbursements (attached).

II D. Ratification of Agreements for Eastside Canal Surge Pond Project. These agreements are associated with the construction of the Eastside Canal Surge Pond Project. Staff is bringing these items to the Board for ratification even though the project is included in the 2026 District Budget.

**The July 7, 2026 Operations and Projects Committee meeting was canceled. As a result, the District Construction and Water Banking Project(s) invoices were reviewed and recommended for approval by the Business and Finance Committee on July 16, 2026.*



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

June 16, 2026

Tuesday, June 16, 2026, 12:02PM– 3:54PM

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

DIRECTORS ABSENT: Mendonca, Tillema, and Borba.

STAFF PRESENT: General Manager Teglia, Assistant General Manager Bellue, General Counsel Iger, Controller Duncan, Controller Rivera, Groundwater Manager Marquez, and Hydrographer Hyatt.

OTHERS PRESENT: Alec Tohouboukjin – Water One AI.

CLOSED SESSION DECLARED AT 12:02PM

President Palla called to order the Closed Session of the Kern Delta Board of Directors at 12:02PM 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. Bring Back the Kern, et al. v. City of Bakersfield, et al.
4. 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. Two Matters.

Closed Session concluded at 2:15PM.

REGULAR SESSION DECLARED AT 2:21PM

President Palla called to order the Regular Session of the Kern Delta Board of Directors at 2:21PM.

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

Those identified as others present were introduced.

I. PUBLIC COMMENT

None.

II. CONSENT CALENDAR

M/S/C (Spitzer/Kaiser) (yes-6, no-0): By unanimous vote, with Directors Mendonca, Tillema and Borba absent, 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 May 19, 2026.
- B. Approval of May/June District Construction and Water Banking Project(s) Disbursements.
- C. Approval of May/June District Disbursements.

III. BUSINESS AND FINANCE

A. Business & Finance Committee Report – June 11, 2026: District Controller Rivera provided a report from the June Business & Finance Committee Meeting. This report included direction of the Committee to direct staff to place \$5 million in District funds in US Treasuries with maturities in 2028 (\$3 million maturing in August of 2028 and \$2 million maturing in December of 2028).

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

M/S/C (Antongiovanni/Garone) (yes-6, no-0): By unanimous vote, with Directors Mendonca, Tillema and Borba absent, the Board approved the May District and Water Banking Project(s) Financial Statements, Treasurer's Reports, and Delinquency Report as presented.

A(ii). Annual Audit Update: Mr. Rivera provided a brief update regarding the status of the District annual audit, which is in process.

IV. OPERATIONS AND PROJECTS

A. - A(i-iv). Operations and Projects Committee Report – June 2, 2026: Assistant General Manager Bellue reported on several items, including District maintenance activities, recent encroachment permit requests, pending development projects impacting District facilities, and an update regarding District initiated projects.

B. Review and Approval of Change Order No. 1 to Agreement with Dobitz Construction Inc. for District Shop Improvement Project \$35,227 (revised not to exceed \$630,503): Staff provided a brief overview related to this Change Order, which was provided by Dobitz Construction prior to the commencement of the project. Due to the timeline between execution of the contract for this project and receipt of the building permit, the contractor identified cost increases. Following a Board discussion of the topic, no action was taken.

C. Review of District Booster Pump Meter Policy: Staff presented a written District Booster Pump Meter Policy, which memorializes the District's current operating requirements. The policy was previously unwritten, and staff explained the need to have a documented policy related to this issue. Following a Board discussion on the topic, the Board took action to approve the policy as presented.

M/S/C (Garone/Spitzer) (yes-6, no-0): By unanimous vote, with Directors Mendonca, Tillema and Borba

absent, the Board approved the District's Booster Pump Meter Policy as presented.

D. Review and Approval of Golden Mussel Vulnerability Assessment and Response Support Proposal with Dudek in the amount of \$79,930: Per request of the Board to take proactive steps to develop a golden mussel prevention plan for the District, staff engaged Dudek to provide vulnerability assessment and response support related to potential golden mussel infestation. This proposal will assist the District with evaluation and plan development related to preventing widespread golden mussel infestation of District facilities. Following a Board discussion, the Board took action to approve the proposal as presented.

M/S/C (Antongiovanni/Garone) (yes-6, no-0): By unanimous vote, with Directors Mendonca, Tillema and Borba absent, the Board approved the Golden Mussel Vulnerability Assessment and Response Support Proposal with Dudek in the amount of \$79,930 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 months of May and early June. Approximately 28,500 acre-feet of water was diverted in District during the month of May. Staff also provided information related to current precipitation totals and future forecasts. It was noted that the current 2026 SWP allocation remained at 45% and the most recent B-120 April through July Kern River runoff forecast for 2026 was 54%. Staff provided a brief update regarding current water management activities including the updated information related to available Yuba Program water availability.

B. Kern River Watermaster Report: The June Kern River Watermaster Report was included in the Board packet.

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

VI. MANAGER'S REPORT

A. General Manager's Report: Mr. Teglia provided an update on several items identified below:

A(i). Local Golden Mussel Response Update: Mr. Teglia provided an update regarding ongoing local efforts to prevent/mitigate golden mussel infestation in local water infrastructure. Mr. Teglia specifically highlighted District sponsored efforts to promote public awareness of the issue and proactive steps the community can take to prevent transportation of golden mussel tainted water. Mr. Teglia also updated the board on recent County sponsored meetings related to the County declaration of emergency regarding golden mussel impacts.

A(ii). SGMA Update: Mr. Teglia provided an update on local SGMA activities, including highlighting an upcoming subbasin annual report workshop to be held on June 30th at the Kern Agricultural Pavilion. The annual report workshop is sponsored by the Water Association of Kern County and is open to all. In addition, Mr. Teglia provided a brief update regarding local SGMA implementation activities and subbasin meetings with the Department of Water Recourses.

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, Kern Fan Authority, Kern River Watershed Coalition Authority, Kern Water Collaborative, Kern Non-Districted Land 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. Mr. Teglia highlighted the ongoing work of the Kern Non-Districted Land Authority (KNDLA) related to developing demand management policies and the work being conducted to further those efforts.

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 water banking project activities.

C(i). Approval of Updated Pioneer Project Recharge Plan: Mr. Teglia provided a brief overview of the recently revised Pioneer Project Recharge Plan which provides for updates to the plan which reflect previously completed improvements and identified future recharge projects related to the Pioneer Project. Following a Board discussion, the Board approved the updated Pioneer Recharge Plan as presented.

M/S/C (Kaiser/Spitzer) (yes-6, no-0): By unanimous vote, with Directors Mendonca, Tillema and Borba absent, the Board approved the updated Pioneer Recharge Plan as presented.

VII. ATTORNEY'S REPORT

A. VAWC Legislative Update: General Counsel Iger provided an update regarding the VAWC legislative update, which was provided in the Board packet for review.

B. Annual District Assessment Update: Mr. Iger provided an update regarding the 2026 District assessment collection status. Mr. Iger reminded the Board that 2026 assessment payments are due by June 30, 2026.

VIII. BOARD MEMBER COMMENTS

IX. ADJOURNMENT

There being no further business, President Palla adjourned the meeting at approximately 3:54PM.

Respectfully Submitted,



Steven Teglia, General Manager

Approved by Board,



Richard Tillema, Board Secretary

KERN DELTA WATER BANKING PROGRAM DISBURSEMENTS
RECOMMENDED BY THE OPERATIONS & PROJECTS COMMITTEE

Tuesday, July 7, 2026

The July 7th, 2026, Operations & Projects Committee meeting was canceled. The below will be reviewed at the July 16th, 2026 Business and Finance Committee meeting.

#	PAYEE		AMOUNT	CHECK
1	PGE - BV5	Well Utilities	41.57	EFT
2	PGE - BV3	Well Utilities	41.57	EFT
3	PGE - BV2	Well Utilities	41.57	EFT
4	PGE - BV4	Well Utilities	41.57	EFT
5	PGE - KD1	Well Utilities	41.98	EFT
6	PGE - AE4	Well Utilities	103.13	EFT
7	PGE - FR3	Well Utilities	44.88	EFT
8	PGE - KB4	Well Utilities	43.01	EFT
9	PGE - AE1	Well Utilities	112.50	EFT
10	PGE - KI7	Well Utilities	43.44	EFT
11	PGE - KB6	Well Utilities	43.01	EFT
12	PGE - KD2	Well Utilities	258.40	EFT
13	PGE - FR2	Well Utilities	45.11	EFT
14	PGE - FR1	Well Utilities	27.47	EFT
15	PGE - KI8	Well Utilities	42.11	EFT
16	PGE - AE3	Well Utilities	41.98	EFT
17	PGE - KB3	Well Utilities	351.80	EFT
18	PGE - AE2	Well Utilities	41.98	EFT
19	STEPHEN B. SMITH	Weed Control	4,730.00	4120
20	HUGHES SURVEYING, INC.	Surveying - Stenderup	5,715.50	4121
21	PGE - AE1	Well Utilities	120.39	EFT
22	PGE - FR2	Well Utilities	44.71	EFT
23	PGE - ST1	Well Utilities	26.55	EFT
24	PGE - FR1	Well Utilities	26.55	EFT
25	PGE - KB4	Well Utilities	41.57	EFT
26	PGE - KB3	Well Utilities	41.57	EFT
27	PGE - KB6	Well Utilities	41.57	EFT
28	PGE - KI7	Well Utilities	44.88	EFT
29	STEPHEN B. SMITH	Weed Control	9,845.00	4122
30	TARGET SPECIALTY	Imox	51,348.39	4123
31	TARGET SPECIALTY	Roundup, Cheetah, Torpedo	6,359.92	4124
TOTAL			79,793.68	

SUNSET WATER BANKING PROGRAM DISBURSEMENTS
RECOMMENDED BY THE OPERATIONS & PROJECTS COMMITTEE
Tuesday, July 7, 2026

*The July 7th, 2026, Operations & Projects Committee meeting was canceled. The below will be reviewed at the
July 16th, 2026 Business and Finance Committee meeting.*

#	PAYEE		AMOUNT	CHECK
1	AMAROK	Security Fence	1,050.01	EFT
TOTAL			1,050.01	

KERN DELTA WATER DISTRICT
DISBURSEMENTS RECOMMENDED BY THE BUSINESS AND FINANCE COMMITTEE
Thursday, July 16, 2026

JUNE 2026 SUB TOTAL \$ 1,733,412.98

# PAYEE	AMOUNT	CHECK
1 PACIFIC GAS & ELECTRIC - 05/27/26-06/24/26 Lights	13.99	EFT
2 VERIZON - Cell Service	604.99	EFT
3 CINTAS - Uniforms,Towels, Mats	1,185.73	EFT
4 STERLING ADMINISTRATION - HRA Admin	125.00	EFT
5 PROGRESSIVE TECHNOLOGY, INC. - Phone Service	459.18	EFT
6 LOWE'S BUSINESS ACCOUNT - Locks, Posts, Chains	1,331.87	EFT
7 PRINCIPAL LIFE INSURANCE - 07/01/26-07/31/26	6,089.47	EFT
8 PACIFIC GAS & ELECTRIC - 05/11/26-06/08/26 Office	2,191.61	EFT
9 PACIFIC GAS & ELECTRIC - 05/12/26-06/09/26 Shop	17.09	EFT
10 UNITED AG BENEFIT TRUST - 07/2026 Medical Premium	42,010.14	EFT
11 AMAZON CAPITAL SERVICES - Coffee, Electrolytes	565.88	48833
12 BEST FIRE PROTECTION - Annual Fire Sprinkler Inspection	150.00	48834
13 CHRISTENSEN, INC. - Fuel	11,751.21	48835
14 CITY OF BAKERSFIELD - KRGSA Cash Call 06/2026	35,000.00	48836
15 DEE JASPAR AND ASSOCIATES, INC, - Well Mitigation	950.00	48837
16 INTERNATIONAL WATER SCREENS - 2 Traveling Screens	108,250.00	48838
17 KERN COUNTY PUBLIC WORKS - Dump Fees	1,611.99	48839
18 MARCOM GROUP - Website Hosting	95.00	48840
19 McMURTREY, HARTSOCK - Professional Services	2,000.00	48841
20 SSD ALARM - 2026 3rd Qtr Alarm Service	1,360.83	48842
21 STEPHEN B. SMITH - Weed Control	495.00	48843
22 VALLEY WIDE REFRIGERATION, INC. - Ice Machine Service	538.25	48844
23 VANGUARD CLEANING - Cleaning Service	1,225.00	48845
24 WANGER JONES HELSLEY PC - Professional Services	55,333.00	48846
25 A1 BATTERY - Batteries	557.64	48847
26 AMAZON CAPITAL SERVICES - Cooling Towels, Lights, Keyboard	1,409.42	48848
27 BSE RENTS - Concrete	258.80	48849
28 DANIELS TIRE SERVICE - Tires, Alignment	915.49	48850
29 JERRY AND KEITH'S - Valve, Air Line	98.37	48851
30 JIM BURKE FORD - Filters, Starter, Hoses	1,575.63	48852
31 O'REILLY AUTO PARTS - Control Arm Assy, Joint	746.03	48853
32 QUINN - O-Rings, Hose	61.66	48854
33 SCHWEBEL PETROLEUM - Lubricants	1,851.61	48855
34 SIERRA HYDROGRAPHICS - Station Repair -Rim Canal	363.53	48856
35 STINSON STATIONERS - Office Supplies	210.66	48857
36 TARGET SPECIALTY PRODUCTS - Cheetah, Pro Spreader	11,995.94	48858
37 Payroll #12	91,919.11	EFT
38 EFT-IRS P/R #12	30,730.58	EFT
39 Edd-State P/R #	6,695.88	EFT
40 CASDU	380.76	EFT
41 Payroll People #12	230.95	EFT

42 Lincoln Life - Retirement Program	14,748.95	EFT
43 Lincoln Life - Deferred Comp.	2,899.00	EFT
44 Empower - Deferred Comp.	698.00	EFT
JUNE 2026 TOTAL		2,175,116.22
# PAYEE	AMOUNT	CHECK
1 UNITED AG BENEFIT TRUST - 08/2026 Medical Premium	42,010.14	EFT
2 PACIFIC GAS & ELECTRIC - E/S Canal Power	16,047.32	EFT
3 STERLING ADMINISTRATION - HRA Admin	125.00	EFT
4 BROWN ARMSTRONG ACCOUNTANCY CORP. - 2025 Audit Final	22,880.00	EFT
5 ZENITH INSURANCE COMPANY - Installment 3	7,385.00	EFT
6 PACIFIC GAS & ELECTRIC - 06/09/26-07/08/26 Office	2,822.40	EFT
7 CULLIGAN WATER CONDITIONING - RO Rental 06/2026 & 07/2026	290.00	EFT
8 SPECTRUM - Internet Service	411.59	EFT
9 VERIZON CONNECT - GPS Service	578.30	EFT
10 CAREFREE TECHNOLOGY MANAGEMENT, LLC. - IT Support	5,781.50	EFT
11 CINTAS - Uniforms, Towels, Mats	1,771.05	EFT
12 CENTRALIZE HR, LLC. - HR Support	1,895.00	EFT
13 AMAZON CAPITAL SERVICES - Toilet Paper, Copy Paper, Coffee	307.06	48859
14 AMERICAN HYDROTECH - Lawn Maintenance	325.00	48860
15 BLUE PRINT SERVICE CO. - Copies	16.79	48861
16 Brownstein Hyatt Farber Schreck LLP - Professional Services	47,731.63	48862
17 CALIFORNIA TRUCK - Tool Box, Steps, Racks #238	6,841.64	48863
18 CHRISTENSEN, INC. - Fuel	10,325.20	48864
19 DEE JASPAR AND ASSOCIATES, INC. - Well Mitigation	950.00	48865
20 GREENFIELD COUNTY WATER DIST. - Office Utilities	330.56	48866
21 INTERNATIONAL WATER SCREENS - 2 Traveling Screens	220,000.00	48867
22 KERN COUNTY PUBLIC WORKS - Dump Fees	2,096.90	48868
23 KCWA - 2026 MU CVC Supp. Golden Mussel O&M	763.50	48869
24 LAND IQ - 07/2026 Daily/Monthly ET Analysis	12,237.67	48870
25 McMURTREY, HARTSOCK - Professional Services	2,000.00	48871
26 ORKIN - Pest Control	144.54	48872
27 PRICE DISPOSAL - Waste Removal	86.11	48873
28 STERICYCLE, INC. - Shred Service	130.69	48874
29 SWEEPING CORP OF AMERICA - Parkinglot Maintenance	570.00	48875
30 WANGER JONES HELSLEY PC - Professional Services	43,933.15	48876
31 A1 BATTERY - Battery #234	140.83	48877
32 ADVANCED DISTRIBUTION - Loom, Socket	193.55	48878
33 BUYS PIPE AND SUPPLY - Metal	70.36	48879
34 CHESTER AVENUE BRAKE, LLC - Strobe Lights	232.56	48880
35 CORE & MAIN - 48" - 60' Fittings	6,503.45	48881
36 JIM BURKE FORD - Filters	850.85	48882
37 K.C. PUBLIC HEALTH SERVICES - 2026 Hazard Permit	452.00	48883
38 SCHWEBEL PETROLEUM - DEF, Grease	297.83	48884
39 TARGET SPECIALTY PRODUCTS - Teton, Clearcast, Torpedo	116,791.01	48885
40 THE ORGANIC TOOL COMPANY - Canal Forks	1,031.73	48886
41 Payroll #13	90,412.33	EFT
42 EFT-IRS P/R #13	30,367.10	EFT
43 Edd-State P/R #13	6,571.51	EFT
44 CASDU	974.29	EFT
45 Payroll People #13	218.40	EFT

46 Lincoln Life - Retirement Program	14,683.96	EFT
47 Lincoln Life - Deferred Comp.	2,899.00	EFT
48 Empower - Deferred Comp.	698.00	EFT
JULY 2026 SUBTOTAL		724,176.50

KERN DELTA WATER DISTRICT
Anticipated Disbursements - Month End - July 2026

Payee	Reason	July 2026 Estimated
AFFINITY TRUCK CENTER	parts/filters	100.00
AMAZON CAPITAL SERVICES	office supplies	1,000.00
B & B SURPLUS	canal maintenance materials	1,000.00
BROWNSTEIN HYATT FARBER et al	professional services	38,000.00
BSE RENTS	concrete	300.00
CHRISTENSEN/(Amerifuel)	gas/diesel fuel	12,500.00
CINTAS	uniform/laundry service	1,225.00
CITIZENS CARDMEMBER SERV	misc expenses	6,000.00
DANIELS TIRE SERVICE	vehicle tires/repair	1,000.00
EMPOWER	deferred comp contributions	698.00
GRAINGER	safety materials	500.00
HERC RENTALS	equipment rental	1,500.00
HOME DEPOT	maintenance materials	500.00
JIM BURKE	truck maintenance/repair	1,500.00
KERN COUNTY PUBLIC WORKS	waste disposal	2,000.00
LINCOLN FINANCIAL	pension/deferred comp contributions	17,650.00
LOWE'S	maintenance materials	500.00
MARCOM GROUP	district web site support	95.00
O'REILLY AUTO PARTS	vehicle repair parts	700.00
P.G.&E.	district office utilities	2,800.00
PRINCIPAL LIFE INS.	dental/vision/life insurance premium	6,250.00
PROGRESSIVE TECH.	phones	460.00
QUINN	heavy equipment parts/repair	1,000.00
SCHWEBEL PETROLEUM	oil/lubricants	500.00
SPECTRUM	internet access	412.00
STEPHEN SMITH WEED CONTROL	weed control spraying service	500.00
STERLING ADMINISTRATION	medical insurance - annual fees	125.00
TARGET	weed control chemicals	50,000.00
UNITED AG	medical insurance premium	43,500.00
VANGUARD CLEANING	cleaning service	1,225.00
VERIZON	cell phones and service	606.00
WANGER, JONES, & HELLSLEY	professional services	60,000.00
		<u>254,146.00</u>

**KERN DELTA WATER DISTRICT
SERVICES CONTRACT 2026-01**

This Contract, made and entered into by and between the Kern Delta Water District, hereinafter referred to as "District" and Lonnie A. Cross Land Leveling Inc., hereinafter referred to as "Contractor."

District and Contractor agree as follows:

- 1) SCOPE OF WORK: Contractor will build an approximately 10-acre surge pond on District's Eastside Canal as set forth in Attachment A, which is attached hereto and incorporated herein by reference.
- 2) ASSIGNMENT TO CONTRACTOR: In the performance of the services requested under this Agreement, Contractor shall report to and receive written assignments from the General Manager or such other person or officer who the General Manager may designate. Contractor shall not perform any services without a written assignment from the District.
- 3) TERM: This Contract shall become effective upon execution by the District and shall terminate upon completion.
- 4) COMPENSATION: Compensation under this Contract shall not exceed \$227,659.00 in total without written authorization from the District.
- 5) PAYMENTS: Charges shall be billed monthly to the District and payment by the District shall be made within 45 days of receipt of each undisputed invoice. Detailed invoices shall be submitted to the Kern Delta Water District, 501 Taft Highway, Bakersfield, CA 93307. Contractor shall keep adequate records of all services and charges to the District and make them available if requested by the District.
- 6) PREVAILING WAGE: Pursuant to Labor Code sections 1720 *et seq.* and 1770 *et seq.*, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. A prevailing wage scale is also on file in the office of the District and copies may be obtained upon request. Should Contractor intend to use a craft or classification not shown on the prevailing rate determinations, Contractor may be required to pay the rate of the craft or classification most closely related to it.
- 7) DIR REGISTRATION: Contractor shall be registered pursuant to Labor Code section 1725.5.
- 8) CONTRACT DOCUMENTS: The complete agreement of the parties includes this Contract, the Scope of Work and the plans and specifications for the project.
- 9) INDEMNITY: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify District, its directors, officers, and employees against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from District's sole negligence or willful acts.

- 10) **INSURANCE REQUIREMENTS:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractors, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:
- a. Commercial General Liability Insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. District shall be named as Additional Insured with respect to liability arising out of work or operations performed by or on behalf of the Contractors including materials, parts, or equipment furnished in connection with such work or operations. Contractor's insurance shall be primary and not contribute with any insurance maintained by District.
 - b. Auto Liability covering all owned, non-owned and hired automobiles in the amount of one million dollars (\$1,000,000) per each accident.
 - c. Workers' Compensation – as required by the State of California with Statutory Limits, and Employer's Liability insurance with a limit no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to the District.

The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no

less than A: VII or as otherwise approved by District.

Verification of Coverage – Contractor shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- 11) COMPLIANCE WITH LAW; PERMITTING: Contractor will comply with all local, state, and federal regulations and statutes including Cal/OSHA requirements and its applicable guidelines to COVID-19 relating to essential work permitted by the State of California. Any permits required by governmental authorities will be obtained at Contractor’s expense.
- 12) INDEPENDENT CONTRACTOR: This Agreement calls for Contractor’s performance of the Scope of Work as an independent contractor. Contractor is not an agent or employee of District for any purpose and is not entitled to any of the benefits provided by District to its employees. This Agreement shall not be construed as forming a partnership or any other association with Contractor other than that of an independent contractor.
- 13) DIRECTION: Contractor retains the right to control or direct the manner in which the services described herein are performed.
- 14) EQUIPMENT: Contractor will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 15) NOTICE: Any notice or instrument required to be given or delivered by this Contract may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT: Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307
ATTN: Chris Bellue

CONTRACTOR: Lonnie A. Cross Land Leveling Inc.
P.O. Box 10149
Bakersfield, CA 93389

This Contract is executed by the District pursuant to (an action of its Governing Body or its Purchasing Policy) authorizing the same, and Contractor has caused this Contract to be duly executed.

-Signatures on Following Page-

DISTRICT


Steven L. Teglia
General Manager

CONTRACTOR


Greg Cross

Dated: 7-17-, 2026

Approved as to Form:


Richard Iger
General Counsel

Attachment A



Lonnie A. Cross Land Leveling

Mailing Address: P.O. Box 10149 Bakersfield,
CA 93389

Admin Phone: 661-808-0760

Kreg Cross (661) 809-2013

kreg@crosslandleveling.com

Contractor's License #547565

Proposal 6.12.26

Chris Bellue
Kern Delta Water District
East side Canal Surge Pond

Scope:

Build an approximately 10 Acre Surge pond per specifications and plans. This is a Prevailing Wage project.

Mobilization:

\$ 8,000.00

Develop water supply:

Pump and J stand, Fuel set up and removal

\$ 2,750.00

Over-ex and recompact:

Over-ex 1st ft., scarify 2nd ft., moisture condition and recompact

\$ 40,609.00

In place fill:

Embankment

\$ 81,000.00

Rip and float:

2 ft deep, 3 ft. centers, 3 end passes on perimeter, float
one pass with scraper

\$ 4,100.00

Structure Install:

Per plans

\$ 87,700.00

Rip Rap:

\$ 3,500.00

Total Proposal

\$ 227,659.00

Kreg Cross

Lonnie A. Cross Landleveling Inc.

(661) 809-2013

Lonnie A. Cross Landleveling Inc. CSLB 547565 DIR 1000033525

Subcontractor LAUREL Ag and Water LLC CSLB 1050590 DIR 1000670774
5% of proposal



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

July 1, 2026

KA Proposal No.: T26-545-CAB

Attention: Chris Bellue
Kern Delta Water District
501 Taft Hwy
Bakersfield, CA 93307

Email: Chris@kerndelta.org
P: (661) 834-4656

Subject: PROPOSAL FOR MATERIALS TESTING & INSPECTION SERVICES

Reference: Kern Delta Water District Eastside Canal Surge Pond
Edison Hwy & Sunset Blvd
Lamont, CA

Dear, Chris Bellue

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the above referenced project.

Krazan & Associates is certified by the International Code Council (ICC) with in house geotechnical and environmental engineering capabilities. Our testing/inspection capabilities in conjunction with our geotechnical engineering capabilities allow us to provide our client a single source for inspection and consulting needs.

We take pride in our ability to provide quality service to our clients and feel you will be greatly pleased with the selection of our firm. On the following pages we present our anticipated scope of work, hourly fees, an estimate of the cost of our services, general conditions, and contract. Again, we appreciate the opportunity to provide you with services on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at (661) 837-9200.

We have provided our standard form of agreement with this proposal. Please note that the terms and conditions of the Agreement are an integral part of our proposal and fee structure. Please initial, sign and return the Agreement to us as our authorization to proceed. Upon receipt, we will execute the contract and return a signed copy for your files. Should we be requested to start work prior to our receipt of a mutually acceptable signed contract, with the request received through email or oral communication, and our subsequent start of work, the request will constitute your express or implied acceptance of the terms and conditions of our attached Agreement.

In the event that a Purchase Order will be issued as part of the authorization process for us to proceed, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Agreement shall prevail.

The following items are included as an Attachment:

- ☒ Attachment A – Cost Estimate
- ☒ Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services

Respectfully Submitted,
KRAZAN & ASSOCIATES, INC.



Larry Burns
Branch Manager
Email: larryburns@krazan.com

Attachment A**CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES**

Kern Delta Water District Eastside Canal Surge Pond

Edison Hwy & Sunset Blvd

Lamont, CA

DESCRIPTION	Units	Rate	Unit Measure	Cost
<i>Earthwork Testing and Inspection</i>				
Compaction Testing: Levee's (13 Days)	52	148.00	Hour	\$7,696.00
<i>Laboratory Testing</i>				
Maximum Density Curve	5	240.00	Each	\$1,200.00
M.D. Checkpoint	4	140.00	Each	\$560.00
<i>Miscellaneous Services</i>				
Project Engineer / Manager Site Inspection	4	155.00	Hour	\$620.00
<i>Project Administration and Miscellaneous Services</i>				
Report Preparation/Clerical	3	85.00	Hour	\$255.00
Engineered Report	1	155.00	Hour	\$155.00
Sample Pick Up	2	125.00	Hour	\$250.00
TOTAL ESTIMATED COST FOR TESTING & INSPECTION SERVICES:				\$10,736.00

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with the rates presented in the Cost Estimate and our current Fee Schedule. The rates are valid through June 30 and are subject to an annual adjustment proportionate to increases in prevailing wage rate determinations issued by the California Department of Industrial Relations, effective July 1.

A detailed breakdown of this cost estimate is attached as Attachment A. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price. Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A four (4) hour minimum charge applies to all inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs. See our contract 3.5.1
3. Inspections which are cancelled with less than twelve (12) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested. See our contract 3.5.5
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Services rendered in excess of 8 hours (up to 12 hours) on any week day and on Saturdays will be billed at time and a half the hourly rate. Services rendered in excess of 12 hours on any weekday, on Holidays, on Sundays, or in excess of 8 hours on Saturdays or will be charged at double the hourly rate. See our contract 3.5.2 & 3.5.3

**AGREEMENT FOR
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES**

THIS AGREEMENT is made by and between Krazan & Associates, a California corporation, with its principal office located at 215 West Dakota Avenue, Clovis, California, 93612, hereinafter referred to as "Consultant", and Kern Delta Water District, a governmental entity, whose principal address is 501 Taft Hwy Bakersfield, CA 93307, hereinafter referred to as "Client" (each referred to herein individually as a "Party" and collectively as the "Parties"). This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached Proposal titled "Kern Delta Water District Eastside Canal Surge Pond," file number T26-545-CAB, dated July 1, 2026 ("Proposal"), and any exhibits or attachments cited in the Proposal, which are incorporated in full by this reference.,"

WITNESSETH, that the parties hereto, in consideration of the mutual promises and benefits flowing to each of the parties hereto as hereinafter stated, do mutually agree as follows:

1. DEFINITIONS

- 1.1. **Contract Documents.** This Agreement between Client and Consultant, including any Work Authorization, addenda, amendments, or supplementary instructions, which has been accepted by both Parties.
- 1.2. **Contractor.** The contractor or contractors, including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.
- 1.3. **Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.
- 1.5. **Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's Proposal and any Change Order or Amendment to this Agreement agreed to in writing by both Parties.
- 1.6. **Work.** The labor, materials, equipment and services of the Contractor required to complete the project in accordance with the approved plans and specifications, and building code requirements.
- 1.7. **Fee Schedule.** Consultant's standard annual fee schedule unless a project-specific fee schedule is provided.
- 1.8. **Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.
- 1.9. **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.10. **Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.
- 1.11. **Work Authorization.** Client may issue authorizations to proceed consisting of emails, Work Orders, Task Orders, Service Orders, Purchase Orders (each a "Work Authorization"). The Work Authorization shall reference this Agreement and the Proposal. Any terms and/or conditions contained in, referenced, or attached to the Work Authorization shall be without effect.

2. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

- 2.1. **Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in a manner consistent with the professional standard of care defined as the ordinary and reasonable care usually exercised by other professional consultants providing similar services on the same type of project, in the same geographic locale, under similar circumstances and conditions at the time the Services are performed.
- 2.2. **No Warranty.** Client acknowledges the inherent risks in property transactions, site development, and construction activities, understanding that Consultant's services do not eliminate these risks. Client understands that Consultant's opinions on geologic, environmental, site, or structure conditions—including those associated with air, soil, groundwater, hazardous materials, and code compliance—are based on limited data and accessibility. Actual conditions may vary from those observed during site reconnaissance, may be obscured by site constraints or building elements, and may change over time, despite Consultant's exercise of due professional care. Consultant's tests and observations of the site conditions or Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement does not constitute a warranty, guarantee, express or implied, or create a fiduciary responsibility by Consultant to Client.

3. SCOPE OF SERVICES

- 3.1. **Basic Services.** Consultant will perform the Services set forth in the Proposal.
- 3.2. **Level of Service.** Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information, but at increased cost. Risks associated with construction defects can never be eliminated; however, more detailed and extensive observations, inspections and testing services yield more information, but at increased cost. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client's issuance of a Work Authorization is confirmation that Client has reviewed the Proposal and has determined that it does not need or want a greater level of Services than that specifically identified in the Proposal.
- 3.3. **Changes in Scope.** If Consultant provides Client with a written notice of a change in the Proposal or the Services, it will become an Amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services

performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Proposal, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Article 15, "Disputes."

3.4. **Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the Proposal.

3.5. **Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

3.6. **Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate.

3.7. **Sample Retention & Disposal.** All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. All soil and construction materials samples collected during construction phase services will be disposed of or destroyed at the completion of testing unless Consultant is otherwise advised by Client. Samples may be held for up to a thirty (30) day period at Consultant's discretion or at the Client's request received in writing before the samples are tested. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge. Client will promptly pay and be responsible for the analytical testing, removal and lawful disposal of all contaminated samples.

3.8. **Site Protection.** Consultant will take reasonable precautions to limit damage or disturbance to the Project Site or Work due to the performance of Services, but Client understands that some damage or disturbance may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.

3.9. **Excluded Services.**

3.9.1. General. Consultant's Services under this Agreement include only those Services specified in the Proposal.

3.9.2. Hazardous Materials. Unless identified as a specific task within the Proposal, Consultant's Services specifically excludes the investigation, detection, prevention or assessment of the presence of Hazardous Materials in the air, surface waters, groundwater, soil and structures.

4. CONSTRUCTION PHASE SERVICES

4.1.1. Scheduling. Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party under contract to Client for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

4.1.2. Authority of Consultant. Consultant will report observations and data to the Client and the General Contractor, and where required to the Building Official, and will specifically note any observed work or test results to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. Such rights are reserved solely for the Client. Consultant does not warrant or guarantee that all of the Work performed by Contractor meets the requirements of the approved plans and specifications for such Work or the Consultant's recommendations. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others.

4.1.3. Contractor's Responsibilities. Contractor has sole responsibility for the means, methods, techniques or sequences during the performance of its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for completion of the Work in accordance with the approved plans and the building code requirements, and for the safety of persons and property at the Project Site. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations

4.1.4. Review of Contractor's Submittals. If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Design Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

4.1.5. Site Meetings & Visits. When providing geotechnical engineering services during the construction phase of the project, Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Proposal or, if not specified in the Proposal, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands

that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

4.1.6. Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

4.1.7. Tests. Tests performed by Consultant on finished Work or Work in progress are performed intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's reporting of the results of tests and observations of the contractor's Work are not issued as or intended to be a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

4.1.8. Certifications. Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

4.2. **Final Report.** At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant. Issuance of the Final Report is contingent on payment in full by Client for all undisputed invoices and services provided by Consultant.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1. **Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

5.2. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

5.3. **Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

5.4. **Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

5.5. **Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any lender.

6. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement or any subsequent Work Authorization or Change Order, such as, but not limited to, unanticipated subsurface conditions, underground obstructions, environmental hazards, or site access limitations, Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement or a Work Authorization, as applicable. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Article 14, "Termination."

7. PAYMENTS TO CONSULTANT

7.1. **Basic Services.** Consultant will perform its Services on either a Lump Sum/Fixed Fee or Time-and-Materials/Time-and-Expense basis as identified in the Proposal.

7.2. **Additional Services.** Any additional services performed under this Agreement, including increased hours or units for those services expressly identified in the Proposal, and any additionally requested tasks, will be provided on a Time-and-Materials basis at the rates established for the project, above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

7.3. **Estimate of Fees.** Consultant's fee estimates are based on its reasonable judgment and professional experience; however, any fee or cost estimate is not a guarantee of total cost. Client acknowledges that changes in scope, schedule, site conditions, contractor performance, and other unforeseen factors may affect the ability to complete Services within the estimated cost. Construction materials testing and inspection services, in particular, are subject to contractor schedules, weather, and overlapping work. Consultant's Services shall continue on a time and expense basis to completion of the required Services unless directed otherwise by Client. Furthermore, where a provision of a "not to exceed" limitation is included in the Proposal it is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a Time-and-Materials basis unless directed by Client to discontinue any further Services.

7.4. **Rates.**

7.4.1. **Time-and-Materials Rates.** Client will pay Consultant at the rates set forth in the Proposal, and absent any project-specific rates, in accordance with Consultant's annual Fee Schedule. Rates presented in the Fee Schedule and those presented in Proposal shall be considered to be the Standard Rates. Rates are subject to annual cost of living adjustment.

7.4.2. **Prevailing Wage.** Client shall, when applicable, specifically inform Consultant in writing at the time of request for a Proposal that prevailing wage regulations apply to the Project. When Consultant has been properly notified of the requirement to comply with prevailing wage law, all costs required for compliance with such requirements will be included in the applicable quoted price. In the absence of notification of Prevailing Wage requirements at the time of request for proposal, the rates presented in the Proposal are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply, unless so specifically stated. Unless Client specifically informs Consultant in writing at the time of request for a Proposal that prevailing wage regulations apply to the Project and Consultant confirms the inclusion of Prevailing Wage rates in the project-specific Proposal, and there is a subsequent determination that prevailing wage applies, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including but not limited to all added labor costs, administrative costs, fines and attorneys' fees.

7.4.3. **Changes to Rates.** Client and Consultant agree that the rates in the Proposal and the Fee Schedule apply through December 31 of the applicable year for non-prevailing wage projects, and through June 30 for California Prevailing wage projects, unless stated otherwise in the Proposal. Rates are subject to periodic review and amendment to reflect Consultant's then-current fee structure. Unless otherwise provided for in the Proposal, if non-prevailing wage projects extend beyond December 31 of the year the services began, the applicable rates shall be adjusted annually by the greater of: (a) five percent (5%) or (b) the Consumer Price Index (CPI) for the geographic area where services are provided. For Prevailing Wage projects, Consultant's rates shall be revised in accordance with determinations made by the governing agency, including mandatory increases effective July 1. Consultant's billing rates will be increased proportionally to reflect any mandated labor and/or employer payment rate increases, unless otherwise stated in the Proposal. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days written notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and shall supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Article 14, "Termination."

7.5. **Expenses.** Miscellaneous out-of-pocket charges, drilling permits, parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus twenty percent (20%) overhead basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge. Regulatory file access fees or other document acquisition fees incurred on Environment Site Assessment projects, that are not specifically identified in the Proposal as included in the Lump Sum fee, will be an additional charge.

7.6. **Basis of Charges for Construction Phase Services.**

7.6.1. **Billing Increments.** A four (4) hour minimum, portal to portal charge per call, applies to all Consultant Services. Services beyond the initial minimum billing increment will be billed in increments of four (4) hours for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician, unless modified in the Proposal.

7.6.2. **Billing Rate Premiums – Shift Differential in Northern California.** Services initiated between the hours of 4:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the Proposal and annual fee schedule with inclusion of rate premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a shift differential premium of twenty percent (20%).

7.6.3. **Billing Rate Premiums - Shift Differential in Southern California.** Services provided before 6:00 a.m. and after 5:00 p.m. on weekdays are subject to overtime rates.

7.6.4. **Billing Rate Premiums - Overtime.** Services rendered in excess of 8 hours on any weekday (excluding holidays) and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the standard hourly rate. Services

rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Sundays or holidays will be billed at double (x 2) the standard rate.

7.6.5. **Late Cancellation.** All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per technician per day canceled. Notice of cancellation must be received by our office during our office hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

7.7. **Payment Timing; Late Charge.** Consultant shall invoice Client periodically, not more than once every two weeks, for Services rendered. All invoices are due and payable upon receipt of invoice. If Consultant approves Client for 30-day payment terms, Client shall pay all undisputed amounts within thirty (30) days of the invoice date. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing within fourteen (14) calendar days of the invoice date, specifying any disputed amounts and the basis for disagreement. Client shall timely pay all undisputed portions. Both parties shall promptly attempt to resolve any disputed portion in good faith. Payment thereafter will first be applied to accrued interest on undisputed charges, then to the oldest unpaid principal balance, regardless of any project or invoice designation by Client. All amounts unpaid when due will bear interest at the lesser of 2% per month or the highest rate permitted by law, accruing from the invoice date until paid. In the event that the account becomes delinquent, Consultant may: (a) require full payment of all outstanding invoices, regardless of project, prior to releasing field notes, test data, photographs, analyses, or reports; (b) withhold final reports or other certified deliverables until all undisputed amounts are paid; and (c) recover from Client all costs incurred in collecting delinquent amounts, including attorneys' fees, court costs, and collection agency fees. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. Client's failure to timely pay shall constitute a material breach of this Agreement. Consultant may suspend work and withhold all work product, including verbal consultation, until invoices are paid in full. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

8. ALLOCATION OF RISK

8.1. **Limitation of Liability.** In light of the limited ability of the Consultant to affect the risks inherent in the Project and of the disparity between Consultant's fee and the potential liability for problems with the Project, to the greatest extent permitted by law, the total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from or relating to Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by consultant under this agreement or ten thousand dollars (\$10,000.00), whichever is greater, for all lawsuits, claims or actions that allege professional errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Article 16 Section 16.5. Consultant and Client also agree that the Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

8.2. **Indemnification.** Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Indemnitees") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation attorney's fees and costs of defense) or other losses (collectively "Liabilities") except to the extent caused by the sole negligence or willful misconduct of Consultant. In addition, except to the extent caused solely by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Indemnitees from and against any and all Liabilities, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

8.3. **Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other Party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

8.4. **Continuing Agreement.** The provisions of this Article 8, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Article 8 will apply to such Services as if the parties had executed an amendment.

8.5. **No Personal Liability.** Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

9. **INSURANCE.** Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance with limits of \$1,000,000 each accident, each disease and policy; Commercial General Liability (CGL) Insurance for bodily injury and property damage with limits of \$1,000,000 each occurrence products-complete operations aggregate \$2,000,000 and \$2,000,000 general aggregate; Automobile Liability (AL) Insurance, including liability for all owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit (each accident); and Professional Liability Insurance with limits of \$1,000,000 per claim and annual aggregate. Aggregates are per policy, not per project. Certificates of insurance will be furnished upon written request but may not be processed unless accompanied or preceded by a signed agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized services. Waiver of Subrogation and Additional Insured endorsements are not included. Inclusion of waiver of subrogation and additional insured endorsements, available for commercial general liability and auto liability only, will be considered and may be provided for an additional administrative fee. Waivers of subrogation endorsement are not issued for worker's compensation and professional liability policies. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

10. OWNERSHIP AND USE OF DOCUMENTS

10.1. **Client Documents.** All documents prepared by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

10.2. **Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, technical data, field data, field notes, drawings and specifications, laboratory test data and other similar documents, including those issued as electronic files and those issued as printed (hard) copies, (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

10.3. Distribution and Use of Documents.

10.3.1. Distribution. All Documents prepared by Consultant are solely for use by Client and will not be provided by either Party to any other person or entity, other than lending institutions for financing of the project, the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the financing and design of the project, completion of Contractor's Work, or the monitoring of the Project by Governmental Agencies.

10.3.2. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project, subject to any specific reliance or reuse limitations presented in the Document. Client shall not reuse any Documents provided by Consultant hereunder other than for the project defined by the Proposal without prior written consent of Consultant, which shall not be unreasonably withheld.

10.3.3. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

10.4. **Unauthorized Reuse or Alteration.** No party other than Client may rely on, and Client will not represent to any other party that it may rely on, Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Modification of the aforementioned Documents by Client without the Consultant's written permission shall be at the Client's sole risk, and the Consultant shall have no liability with respect to such modification. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to, or altered without Consultant's prior written consent.

11. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither Party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other Party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

13. SUSPENSION AND DELAYS

13.1. **Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Article 14, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional

labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

13.2. **Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

14. TERMINATION

14.1. **Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other Party.

14.2. **Termination for Cause.** In the event of material breach of this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party fails to cure the breach within 5 days following delivery of the non-breaching Party's written notice of the breach to the breaching Party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching Party cures the breach within the 5-day period.

14.3. **Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

15. DISPUTES

15.1. **Generally.** It is the intention of the Parties that all claims, controversies, disputes, disagreements, or requests for determinations as to interpretation of or compliance with the Agreement, relating to, connected with or arising out of the Agreement, including any breach thereof or question as to the existence, termination or validity thereof (collectively a "Dispute"), be resolved first through a meeting of principals, then a mediation process, and thereafter, failing satisfactory agreement as to resolution of the Dispute, through final, binding arbitration, all as provided in this Article 15.

15.2. **Informal Negotiation.** The parties will first attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice shall respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the Dispute, and the name and title of the executive who will represent that Party and of any other person who will accompany the executive. If the dispute is not resolved by this exchange of correspondence, then the executives of both parties shall meet at a mutually acceptable time and place within 30 days after delivery of the disputing Party's notice and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this Section 15.2 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. If informal negotiation is unsuccessful, the parties shall then proceed to non-binding Mediation.

15.3. **Precondition to Other Action.** All Disputes shall, before the initiation of arbitration be first submitted for resolution through mediation in which both Parties shall participate; *provided, however*, that if necessary to preserve a Party's rights as a result of the expiration of a statute of limitation or other period of limitation, a Party may initiate arbitration prior to completion of mediation; *provided further, however*, that in such event the parties shall nonetheless proceed with the mediation and shall, to the extent permitted by the Arbitrator, stay the arbitration proceedings.

15.4. **Mediation.** In the event that informal negotiation does not resolve a dispute, all disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either Party may demand mediation by serving a written notice stating the essential nature of the Dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. Each Party shall bear its own expenses and an equal share of the expenses of the mediator. No further action may be initiated unless the mediation does not occur within sixty (60) days after service of such notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would lapse if suit was not filed prior to sixty (60) days after service of notice.

15.5. **Arbitration.** The Parties shall submit any and all unresolved disputes that are not resolved Mediation under Section 15.4 above, to final and binding arbitration conducted by one arbitrator mutually agreed upon by the Parties. In the event that the Parties cannot mutually agree on an arbitrator and arbitrator shall be appointed by the American Arbitration Association. Such arbitration will be conducted in accordance with and subject to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The arbitrator(s) will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. The arbitrator will reference the Federal Rules of Civil Procedure then in effect in setting the scope of discovery, except that no requests for admissions will be permitted and interrogatories will be limited to identifying (a) persons with knowledge of relevant facts and (b) expert witnesses and their opinions and the basis therefore. The award rendered by the arbitrator shall be final and binding, except that either party may appeal the award to a court of competent jurisdiction on the grounds of errors of law or fact made by the arbitrator. and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitrators shall have no authority to vary the terms of the Agreement between the Parties, to examine issues left to the discretion of either Party, or to consider any matter not submitted to arbitration as prescribed

herein. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each Party shall bear its own costs and attorney's fees related to the arbitration.

15.6. **Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation, arbitration or other legal proceeding will occur in Kern County, California

15.7. **Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

16. MISCELLANEOUS

16.1. **Notices.** Any and all notices, requests, instructions, or other communications given by either Party to the other for purposes of requesting services, project scope and fee proposals, or authorizing Services must be in writing and delivered by email, hand delivered to the recipient or delivered by first-class mail to the local Krazan office that will provide services or to the Corporate addresses listed below.

Any and all notices, requests, instructions, or other communications given by either Party to the other for purposes other than requesting services, project scope and fee proposals, or Services authorization, must be in writing and delivered by email, USPS first-class mail with return receipt_(postage prepaid) or recognized courier with tracking and signature required for delivery and addressed to the following:

To Consultant:

Krazan & Associates

215 West Dakota Avenue

Clovis, California 93612

Attn: Mr. Dave Jarosz

davejarosz@krazan.com

To Client:

Either Party may, at any time, designate a new or different address to which notices are to be sent.

Any notice shall be deemed delivered as of the time that the same is personally delivered or as of the date of signature confirming receipt by the recipient.

16.2. **Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

16.3. **Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either Party shall not be construed as a waiver of any other term, condition or covenant.

16.4. **Severability.** If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16.5. **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement. No person other than a corporate officer (President, Vice President, or Chief Financial Officer) of Client is authorized to amend, change, modify, or waive any term or provision of this Agreement.

16.6. **Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

16.7. **Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

16.8. **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

16.9. **Electronic Media.** Upon Client's request, Consultant may provide Documents and information in an electronic format. Client acknowledges that electronic files are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software errors, or human interference. Accordingly, all such electronic materials are for informational purposes only; the original paper copy issued by Consultant shall govern as the final and controlling documentation of the Services.

16.10. **Electronic Copies.** A scanned or electronically signed copy of this Agreement shall be deemed an original and may be used as valid evidence of its execution and terms, even if the original signed version is unavailable. This Agreement

may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16.11. **No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

17. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms and Conditions, the Proposal, and any exhibits or attachments noted in the Proposal is and intended by the Parties to be the full and final expression of their agreement with respect to the Services to be performed in connection with this Agreement, unless modified in writing and agreed to by both parties in an amendment to this Agreement. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: Kern Delta Water District

Consultant: Krazan & Associates

Signature Date

Signature Date

Name (Please Print)

Name (Please Print)

Title

Title



Agreement for Professional Services Between Client and Consultant

Project No: _____

THIS AGREEMENT is made and entered into at 218 S. "H" Street Suite 203, Bakersfield, CA 93304

effective this 18 day of June, 2026, by and between:

CONSULTANT: License/Registration No. _____

CLIENT:

Name Wiley D. Hughes Surveying, Inc.

Name Kern Delta Water District

Address 218 S. "H" Street Suite

Address 501 Taft Highway

203 Bakersfield, CA 93304

Bakersfield, CA 93307

Attn: Daniel Deleon

Telephone No. (661) 834-1492

Telephone No. (____) _____

The property upon which the services hereinafter described are to be performed is located at _____

Construction Staking for the proposed Eastside canal Surge Pond in Section 21., T31.S., R29. M.D.M

Assessors Parcel No. 189-240-60

("the Property").

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Services").

2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto as Exhibit "B" and incorporated herein by this reference ("Schedule"). Consultant reserves the right to increase the fees set forth in Exhibit "B" at reasonable intervals.

3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the Services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefor.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the

effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.

4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.

5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in this Agreement. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing. In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.

6. **Payment By Others.** If payment for Consultant's Services is to be made on behalf of Client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third-party in the form of any endorsement or otherwise, as a condition to Consultant's right to receive payment for Services. This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.

7. **Late Charges.** In the event Client fails to make payments under this Agreement, it would be difficult to fix the damages suffered by Consultant because of varying rates of interest and inflation and because late payment impairs capital and business operations. The parties therefore agree that a charge of 1.5 percent per month will be assessed on all overdue balances. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.

8. **Suspension or Termination of Agreement.** In addition to any and all rights of Consultant under this Agreement or otherwise for default of Client, Consultant shall have the right to suspend or terminate this Agreement upon the occurrence of any of the following events:

- (a) Death of Client,
- (b) Change in fifty percent (50%) or more in the ownership of Client,
- (c) Any material breach by Client of any provision of this Agreement, including the failure to make any payment when due, if such material breach remains uncured for

more than twenty days following written notice to Client describing the nature of the breach and demand for cure.

Consultant may exercise the right of suspension or termination as provided herein by the delivery of written notice to Client informing Client of the suspension or termination, the effective date of such termination or suspension, and reason for same. Any written notice required under this Agreement shall be deemed to have been delivered to Client three days after the deposit of said notice in the U.S. Mail, first class postage prepaid, addressed to the Client at the address appearing at the outset of this Agreement, unless Client has previously provided Consultant with written notice of a change of address.

9. Early Termination Release. Consultant has a right to complete all Services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all Services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any Services performed.

10. ALTA Surveys. Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit 1 attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.

11. Government Changes. If Consultant, pursuant to this Agreement, produces Work Product and/or performs field services, and such Work Product and/or field services is/are required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

12. Changed Conditions. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

13. Additional Services. Client acknowledges that the Services described in Exhibit "A" are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If Consultant determines that changed field or other conditions reasonably require or otherwise justify the provision of services in addition to those specified in this Agreement (such services to be referred to hereafter as "Additional Services"), Consultant shall by whatever means Consultant deems reasonable under the circumstances attempt to notify Client of the nature of such changed field or other conditions and the need for Additional Services. Regardless if Consultant successfully notifies Client of the changed field or other conditions and the need for Additional Services, Client authorizes Consultant to provide the Additional Services and agrees to pay for same at the rates set forth on Exhibit B attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

14. Locating, Referencing or Resetting Monuments. In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as extra services. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.

15. Restaking. In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services.

16. Payment of Costs. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the Services.

17. Records of Survey. Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.

18. Governmental Actions. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

19. Performance of Others. Client acknowledges that Consultant is not responsible for the performance of services by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers.

20. Delays. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefor.

21. Bankruptcy. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such petition is not dismissed within fifteen (15) days of its filing. Any suspension of Services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

22. Lien Rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant is to perform its Services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

23. Hold Harmless. Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

24. Insurance. Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's Services under this Agreement, the following insurance coverages: (1) a broad form "all risk" policy of insurance with course of construction, vandalism, and malicious mischief clauses attached, (2) workman's compensation insurance where applicable, and (3) insurance against injuries to persons under Client's direction and persons on the job-site at Client's invitation. Said insurance shall be obtained in such amounts and with such insurers as are acceptable to Consultant. Consultant shall be named as an additional insured under each policy. Should Client fail to obtain said insurance, Consultant may procure same as agent for and at the expense of Client, but is not required to do so.

25. Liability Limits. Client agrees that Consultant's total liability to Client, its agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to \$50,000 or Consultant's fees, whichever is greater.

26. Estimates. Estimates of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.

27. No Representations. Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.

28. Non-Responsibility for Job-Site Conditions. Consultant assumes no responsibility for job-site conditions during the course of construction on the project, including safety of persons and property.

29. No Warranties. Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.

30. Nonliability for Hazardous Materials. Client acknowledges that Consultant's scope of Services for this project does not include any services related, in any way, to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job-site or should it in any other way become known that such materials are present or may be present on the job-site or any adjacent or nearby areas which may affect Consultant's Services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrants that the job-site is free from any hazard which may result from the existence of such materials.

Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the Services provided by Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of Consultant.

31. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this Agreement.

32. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

33. **Other and Further Performance.** Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, and pay any governmental fees and charges necessary to this Agreement.

34. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

35. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

36. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

37. **Arbitration of Disputes.** Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration and not in a court of law. The dispute will be settled in accordance with the Rules of the American Arbitration Association, and judgment will be entered on the award. The arbitrator will award attorneys' fees to the prevailing party. If a party after due notice fails to appear at and participate in the proceedings, the arbitrator will make an award based on the evidence presented by the party who does participate.

38. **Venue.** In the event either party institutes any proceeding to enforce or interpret the provisions of this Agreement, such proceeding shall be brought and adjudicated in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such action to any other county or judicial district.

39. **Attorneys' Fees.** If any proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to receive from the losing party therein, its reasonable attorneys' fees, which fees shall be set in the same proceeding, in addition to any other relief to which it may be entitled.

40. **Costs of Dispute Resolution.** In the event that Client institutes a proceeding against Consultant, either directly or by way of cross-complaint, including a claim for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein: (a) Client fails to obtain a judgment or award in Client's favor, (b) the action is dismissed, or (c) judgment or award is rendered for Consultant, Client agrees to pay Consultant immediately following the proceedings all costs of defense, including, but without limitation, reasonable attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense.

41. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

42. **Inurement.** This Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

43. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of Services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

44. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT:

By 
Title President - Wiley D. Hughes

CLIENT:

By _____
Title _____

- ☒ Exhibit "A" attached: _____
Client's Initials
- ☐ Exhibit "B" attached: _____
Client's Initials
- ☐ Exhibit "I" attached: _____
Client's Initials

Date: June 18, 2026

Project No: _____

EXHIBIT "A"

Project Location: _____

AP# 189-240-60

Description of Services:

Wiley D. Hughes Surveying, Inc.



June 18, 2026

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

Re: Construction Staking for the proposed Eastside canal Surge
Pond in Section 21., T31.S., R29. M.D.M

Scope of Work:

- 1.) Survey Calculations
- 2.) Set 4 Control Points
- 3.) Stake Inlet Structures and Piping
- 4.) Stake Low Flow Channel
- 5.) Stake right of way on for limits of grading on Edison and Stenderup Ave
- 6.) Stake (right of way for fencing if needed)

Our fee for the above scope of work will be approximately **\$9,100.00**. Said fee does not include the cost for Title Company fees, City fees, Improvement Plans or additional Studies/Reports if required by private consultants, the County of Kern, or any other agency.

Tab III





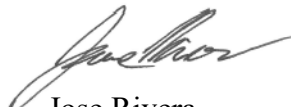
BUSINESS & FINANCE COMMITTEE MEETING

**501 Taft Highway
Bakersfield, CA**

**THURSDAY July 16, 2026
10:00AM**

A G E N D A

- 1. Call to order**
- 2. Public Comment Period**
- 3. Approve Minutes of June 11, 2026, Meeting of the Business & Finance Committee**
- 4. Financial Reports and Disbursements:**
 - a. Approve June 2026 and July 2026 District and Banking Project(s) Disbursements
 - b. Approve June 2026 Financial Reports
- 5. District Controller's Report:**
 - a. Review of 2025 Audited Financial Reports – Brown Armstrong
 - b. Quarterly Investment Review
 - c. Review of Draft 2027 Budget
- 6. Committee Comments**
- 7. Adjourn**


Jose Rivera
District Controller

Posted: Monday, July 13, 2026
Bakersfield, California

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.



MINUTES OF THE BUSINESS & FINANCE COMMITTEE

Thursday, July 16, 2026

DIRECTORS PRESENT: Antongiovanni, Kaiser, and Borba

OTHERS PRESENT: From KDWD: General Manager Teglia, Assistant General Manager Bellue, District Counsel Iger, Controller Duncan, Controller Rivera
From Brown Armstrong: Lindsey Zimmerman

1. **CALL TO ORDER**

Chair Antongiovanni called the meeting to order at 10:07 A.M.

2. **PUBLIC COMMENTS**

None.

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

- a. **M/S/C (Kaiser/Borba) (yes – 3, no – 0):** The Business & Finance Committee approved the minutes of the Business & Finance Committee Meeting held on June 11, 2026, as presented.

4. **FINANCIAL REPORTS AND DISBURSEMENTS**

- a.-b. Approval of June 2026 and July 2026 Disbursements and June 2026 Financial Reports.
M/S/C (Kaiser/Borba) (yes – 3, no – 0): The Business & Finance Committee recommends the Board approve the June 2026 and July 2026 District Disbursements, the July 2026 Water Banking Projects' Disbursements, the anticipated July 2026 end of month Disbursements, and the June 2026 District and Water Banking Projects' Financial Statements, Treasurer's Reports, and Delinquency Report as presented.

5. **DISTRICT CONTROLLER'S REPORT**

- a. Lindsey Zimmerman, partner at Brown Armstrong CPAs, presented the 2025 audited financial report of Kern Delta Water District.
M/S/C (Borba/Kaiser) (yes – 3, no – 0): The Business & Finance Committee approved forwarding the 2025 audited financial report to the Kern Delta Board for acceptance.
- b. Staff presented the District's Quarterly Investment Review for the 2nd Quarter of 2026. The Business & Finance Committee directed staff to move \$1,000,000 of the Water Banking Project's funds held in CAMP Liquid Investment Fund to the CAMP Term Investment Fund for the maximum period of 365 days at a fixed rate of interest of 4.16%.
- c. Staff presented the draft 2027 District Budget for discussion. No action was taken.

6. **COMMITTEE COMMENTS**

None.

7. **ADJOURN**

Chair Antongiovanni adjourned the meeting at 12:04 P.M.

Respectfully submitted,

Kevin Antongiovanni – Chair

**Kern Delta Water District
Balance Sheet
As of June 30, 2026**

	<u>06/30/2026</u>	<u>05/31/2026</u>	<u>Month-to-Month Variance</u>
Assets			
Current Assets			
Cash & Cash Equivalents	36,647,652	37,628,109	(980,457)
Accounts Receivable	1,232,688	1,143,063	89,625
Inventory & Prepaid Expenses	345,363	445,645	(100,282)
Total Current Assets	<u>38,225,703</u>	<u>39,216,817</u>	<u>(991,114)</u>
Net Fixed Assets			
Fixed Assets			
District Structures, Rights of Way	18,588,451	18,588,070	381
CVC Expansion	8,795,337	8,795,338	0
Machinery & Equipment	4,523,267	4,178,969	344,297
Fixed Assets	<u>31,907,055</u>	<u>31,562,377</u>	<u>344,678</u>
Less Accumulated Depreciation	<u>(9,476,288)</u>	<u>(9,424,288)</u>	<u>(52,000)</u>
Net Fixed Assets	<u>22,430,767</u>	<u>22,138,089</u>	<u>292,678</u>
Investment in Joint Powers Authority	<u>33,556</u>	<u>33,556</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>1,657,861</u>	<u>1,657,861</u>	<u>0</u>
Total Assets	<u>71,875,424</u>	<u>72,573,860</u>	<u>(698,436)</u>
Liabilities & Equity			
Current Liabilities			
Accounts Payable	552,072	391,742	160,330
Deposits Held for Others	26,500	26,500	0
Other Liabilities	242,038	240,853	1,186
Total Current Liabilities	<u>820,610</u>	<u>659,095</u>	<u>161,516</u>
Long Term Liabilities			
Bonds & COP Debt	2,815,000	2,815,000	0
Bonds Premium & Costs	68,694	68,693	0
Total Long Term Liabilities	<u>2,883,694</u>	<u>2,883,693</u>	<u>0</u>
Equity From Past Years	70,284,521	70,284,521	0
Accumulated Equity - Current Year	<u>(2,113,401)</u>	<u>(1,253,449)</u>	<u>(859,952)</u>
Total Liabilities & Equity	<u>71,875,424</u>	<u>72,573,860</u>	<u>(698,436)</u>

Kern Delta Water District
Cash Variance Analysis
June 30, 2026

Cash Received:

Accounts Receivable Collections	1,017,550
Interest Received	359,982
Property Tax Receipts	92,732
	<u>1,470,264</u>

Cash Disbursed:

KCWA - State Water Project 2nd Installment 2026	(1,294,571)
International Water Screens - Digiorgio Trash Screens	(108,250)
Jim Burke Ford - New P/U #108 & #238	(94,110)
Professional Services	(78,333)
Kern Delta Water Banking Project - CVC O&M - 3rd Qtr 2026	(50,834)
Medical/Dental Monthly Insurance Premiums	(48,100)
Engineering Consulting - Zeiders	(37,969)
City of Bakersfield - KRGSA Cash Call	(35,000)
Diesel/Gas for Fleet	(23,741)
Target/UPL - Weed Chemicals	(20,471)
Zenith Insurance - Workers' Comp	(12,414)
Land IQ - ET Evaluation	(12,238)
Vehicle/Equipment Maintenance	(7,866)
Rancho Tree Removal	(6,900)
Progressive Tech/Carefree Tech - Cyber Security, Tech	(6,209)
Valley Ag Water Coalition Dues	(5,000)
Citizens Credit Card - Office Supplies/Catering	(4,571)
KCWA - CVC Standby	(4,219)
Water Association Kern County Dues	(3,000)
Other Disbursements	(23,696)
	<u>(1,877,492)</u>
Payrolls Paid	(297,624)
	<u>(2,175,116)</u>

Positive/(Negative) Cash Variance Before FMV Adjustment	(704,852)
--	------------------

FMV Adjustment	(275,605)
-----------------------	------------------

Adjusted Positive/(Negative) Cash Variance	(980,457)
---	------------------

Kern Delta Water District
Accounts Receivable Variance Analysis
June 30, 2026

Revenue Added to Accounts Receivable:

Water Sales - Utility Water	623,532
Water Sales - State Water	353,298
Seepage Revenue - March 2026	73,279
Pilot/Branch One Reimbursement	37,969
Turnout Installation	16,568
Annual Billboard Revenue	1,000
Penalties/Interest/Adjustments	419
Pumping Permit	350
District Wells	15
Other	747
	<u>1,107,175</u>

Cash Received:

Water Payments	(428,873)
Misc Payments	(108,281)
Assessments Payments	(480,396)
	<u>(1,017,550)</u>

(1,017,550)

Net positive/(negative) variance

89,625

Kern Delta Water District
Inventory/Prepays Variance Analysis
June 30, 2026

Additions to Accounts:

Prepaid Additions	55,485
Weed Control Chemicals Purchased	21,829
	77,314

Usage/Amortization:

Chemicals Consumed During Month	(94,130)
Amortization of Prepaid Accounts	(83,465)
	(177,595)

Net positive/(negative) variance	(100,282)
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**Kern Delta Water District
Statement of Operating Results
Through the Period Ended June 30, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Annual Budget</u> KDWD Budget 2026	<u>YTD as %age of Budget (Target is 50%)</u>	<u>Budget Remaining</u>
REVENUE					
State Water Sales	353,298	389,534	1,102,239	35 %	(712,705)
Utility Water Sales	640,100	1,676,618	3,214,296	52 %	(1,537,678)
Seepage Revenue	73,278	266,723	900,001	30 %	(633,277)
Equalization	0	9,275	9,275	100 %	0
Assessments	0	971,727	974,743	100 %	(3,016)
Property Tax	92,732	3,057,604	7,300,000	42 %	(4,242,397)
Interest Revenue	360,989	683,210	996,760	69 %	(313,550)
Other Revenue	1,682	180,471	275,000	66 %	(94,529)
Water Transfer Charges	0	573,806	1,000,000	57 %	(426,194)
Expense Reimb From Banking	0	0	150,000	0 %	(150,000)
Total Revenue	<u>1,522,079</u>	<u>7,808,968</u>	<u>15,922,314</u>	<u>49 %</u>	<u>(8,113,346)</u>
EXPENDITURES					
Source of Supply					
State Water Costs	1,136,166	3,491,577	4,000,000	87 %	(508,423)
Exchange Fees	0	0	63,750	0 %	(63,750)
Watermaster, City, Isabella	0	222,192	591,561	38 %	(369,368)
Grower Recharge Program Costs	0	0	0	0 %	0
Miscellaneous Source Costs	24,480	929,697	950,000	98 %	(20,303)
Total Source of Supply	<u>1,160,646</u>	<u>4,643,466</u>	<u>5,605,311</u>	<u>83 %</u>	<u>(961,844)</u>
Transmission and Distribution					
Labor	276,010	1,593,083	3,211,028	50 %	(1,617,946)
Employee Benefits	108,096	655,376	1,253,403	52 %	(598,027)
Maintenance & Repairs	144,299	613,458	1,783,244	34 %	(1,169,785)
Total Transmission and Distribution	<u>528,405</u>	<u>2,861,917</u>	<u>6,247,675</u>	<u>46 %</u>	<u>(3,385,758)</u>
Administrative & Other Costs					
Engineering Consultants	(37,969)	0	50,000	0 %	(50,000)
Legal Expense	0	1,316	10,000	13 %	(8,684)
Special Legal/Engineering	113,242	505,215	900,000	56 %	(394,786)
Office Operations	30,166	233,750	496,745	47 %	(262,994)
Insurance	22,007	132,830	313,095	42 %	(180,266)
Special Expenses	189,741	749,110	1,161,000	65 %	(411,890)
Kern River GSA & SGMA	48,188	115,981	320,000	36 %	(204,018)
Construction Expense - Peripheral	0	0	0	0 %	0
Bond Interest Expense	0	47,888	89,022	54 %	(41,134)
FMV Adjustment	275,605	318,895	0	0 %	318,895
Depreciation	52,000	312,000	0	0 %	312,000
Total Administrative & Other	<u>692,980</u>	<u>2,416,985</u>	<u>3,339,862</u>	<u>72 %</u>	<u>(922,877)</u>
Total Expenses	<u>2,382,031</u>	<u>9,922,368</u>	<u>15,192,848</u>	<u>65 %</u>	<u>(5,270,479)</u>
Net Fav/(Unfav) Operating Results	<u>(859,952)</u>	<u>(2,113,400)</u>	<u>729,466</u>	<u>(290) %</u>	<u>(2,842,866)</u>

KERN DELTA WATER DISTRICT

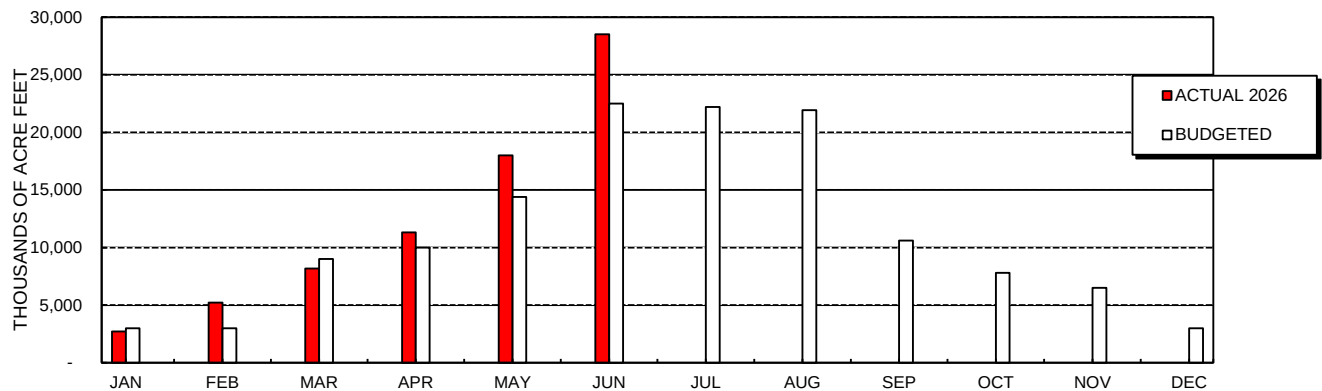
TREASURER'S REPORT

June 2026

	2026	2025	2024	2023
Cash & Securities on hand - June 1, 2026	\$ 37,628,109	\$ 35,348,968	\$ 26,347,393	\$ 21,471,573
Add: June receipts	1,195,149	1,142,708	1,414,729	1,871,090
Less: June disbursements	(2,175,606)	(1,464,617)	(1,560,352)	(2,634,656)
Cash & Securities on hand - June 30, 2026	\$ 36,647,652	\$ 35,027,059	\$ 26,201,770	\$ 20,708,008
Petty Cash \$ 500				
Citizens Business Bank 1,681,625				
Kern County Treasury 188,478				
CAMP 6,871,490				
LPL Financial 27,905,559				
\$ 36,647,652				
Restricted Reserves:				
Restricted Reserve Fund - Water Resources Manager \$ - \$ (138,076) \$ (235,000) \$ (294,583)				
Unrestricted Reserves:				
Pipeline Maintenance (434,524) (311,912) (311,912) (216,912)				
Water Rights Protection & Litigation Reserve (5,000,000) (3,408,358) (3,408,358) (3,168,358)				
2015-A COP Reserve Fund (2,815,000) (3,075,000) (3,325,000) (3,565,000)				
Operating Reserve (5,000,000) (5,000,000) (5,000,000) (5,000,000)				
Capital Reserve (4,000,000) (2,000,000) (2,000,000) (2,000,000)				
Groundwater Program Reserve (3,500,000) (3,500,000) (3,500,000) (3,500,000)				
Kern River GSA Well Mitigation Reserve (1,000,000) (250,000) - -				
Water Supply Augmentation Reserve (4,000,000)				
Total Reserves \$ (25,749,524) \$ (17,683,346) \$ (17,780,270) \$ (17,744,853)				
Cash Available - June 30, 2026 \$ 10,898,128 \$ 17,343,713 \$ 8,421,500 \$ 2,963,155				

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

	2025	2026										
	Actual (Accum- ulated)	Budgeted		Actual								
		Monthly	(Accum- ulated)	Monthly				Accumulated				% of Budget
				Utility	State	Contracts	Total	Utility	State	Contracts	Total	
JAN	4,579	3,000	3,000	2,609	-	104	2,713	2,609	-	104	2,713	90%
FEB	8,141	3,000	6,000	4,897	-	328	5,224	7,506	-	431	7,937	132%
MAR	14,921	9,000	15,000	7,719	53	398	8,169	15,224	53	829	16,106	107%
APR	25,656	10,000	25,000	10,886	52	372	11,311	26,110	105	1,201	27,417	110%
MAY	43,862	14,400	39,400	17,316	207	474	17,997	43,426	312	1,676	45,414	115%
JUN	71,352	22,500	61,900	23,844	4,188	488	28,521	67,271	4,501	2,164	73,935	119%
JUL	101,010	22,200	84,100				-					0%
AUG	118,421	21,929	106,029				-					0%
SEP	126,125	10,600	116,629				-					0%
OCT	130,273	7,800	124,429				-					0%
NOV	132,174	6,500	130,929				-					0%
DEC	132,206	3,000	133,929				-					0%



KERN DELTA WATER DISTRICT

Aged Accounts Receivable

Past Due Accounts

July 21, 2026

Account	Name	0-30 Days	31-60 Days	61-90 Days	Over 90 Days	Total Past Due
1420	Kootstra, Dewey	38.49	2,566.22	-	-	2,604.71
3713	Cruz, Juan Carlos	1.64	1.62	1.59	106.13	110.98
6073	Kamal, Roop & Gurmeet Singh	79.18	30.48			109.66
	OTHER	37.34	105.20	-	28.74	171.28
		156.65	2,703.52	1.59	134.87	2,996.63

**Kern Delta Water Banking Project
Balance Sheet
As of June 30, 2026**

	<u>06/30/2026</u>	<u>05/31/2026</u>	<u>Month-to-Month Variance</u>
Total Assets			
Current Assets			
Cash & Cash Equivalents	6,121,936	6,274,963	(153,027)
Other Receivables	50,834	0	50,834
Inventory and Prepaids	61,824	62,010	(185)
Total Current Assets	<u>6,234,594</u>	<u>6,336,973</u>	<u>(102,378)</u>
Fixed Assets			
CVC Expansion	16,672,371	16,672,370	0
All Other Structures	48,327,139	48,321,423	5,715
Machinery and Equipment	598,823	598,824	0
Less Accumulated Depreciation	<u>(14,422,544)</u>	<u>(14,373,544)</u>	<u>(49,000)</u>
Fixed Assets Net of Depreciation	<u>51,175,789</u>	<u>51,219,073</u>	<u>(43,285)</u>
Other Assets			
Investment in Sunset Banking Project	1,657,862	1,657,861	0
Total Other Assets	<u>1,657,862</u>	<u>1,657,861</u>	<u>0</u>
Total Assets	<u>59,068,245</u>	<u>59,213,907</u>	<u>(145,663)</u>
Total Liabilities & Equity			
Current Liabilities			
Accounts Payable	6,360	4,695	1,665
Total Current Liabilities	<u>6,360</u>	<u>4,695</u>	<u>1,665</u>
Equity			
Capital Contributions From KDWD	9,527,537	9,527,537	0
Equity From Past Years	50,225,133	50,225,133	0
Accumulated Equity - Current Year	<u>(690,785)</u>	<u>(543,458)</u>	<u>(147,328)</u>
Total Equity	<u>59,061,885</u>	<u>59,209,212</u>	<u>(147,328)</u>
Total Liabilities & Equity	<u>59,068,245</u>	<u>59,213,907</u>	<u>(145,663)</u>

Kern Delta Water Banking Project
Cash Variance Analysis
June 30, 2026

Cash Received:

Received From KDWD - CVC Ops/Power	50,834
Interest Received	15,156
	<u>65,990</u>

Cash Disbursed:

KCWA - CVC 3rd Qtr 2026 CVC Ops & Power	(203,337)
Hughes Surveying - Stenderup Surge Pond	(5,716)
Weed Control Labor by Others	(4,730)
Well Maintenance - Bakersfield Well & Pump	(4,055)
PG&E - Well Power	(1,608)
Equipment Maintenance	(711)
	<u>(220,156)</u>

Positive/(Negative) Cash Variance Before FMV Adjustment	(154,167)
--	------------------

FMV Adjustment	1,139
-----------------------	--------------

Adjusted Positive/(Negative) Cash Variance	(153,027)
---	------------------

**Kern Delta Water Banking Project
Inventory/Prepays Variance Analysis
June 30, 2026**

Additions to Accounts:

Chemicals Purchased	6,360
Prepaid Additions	-
	6,360

Usage/Amortization:

Chemicals Consumed During Month	(6,545)
Amortization of Prepaid Accounts	-
	(6,545)

Net positive/(negative) variance	(185)
---	-------------------------

**Kern Delta Water Banking Project
Statement of Operating Results
As of June 30, 2026**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUE:		
Interest Revenue	15,155	91,547
Total Revenue	<u>15,155</u>	<u>91,547</u>
EXPENSES		
Other Costs		
Power Cost - Wells	1,436	5,251
CVC Operating Costs	100,091	337,075
CVC Power Costs	1,577	4,731
Spreading OM&R	11,518	147,650
Wells OM&R and Other	0	4,055
FMV Adjustment	(1,139)	(10,429)
Depreciation	49,000	294,000
Total Other Costs	<u>162,483</u>	<u>782,333</u>
Total All Expenses	<u>162,483</u>	<u>782,333</u>
Favorable/(Unfavorable) Operating Results	<u>(147,328)</u>	<u>(690,786)</u>

KERN DELTA WATER BANKING PROJECT

TREASURER'S REPORT

June 2026

	2026	2025	2024	2023
Cash & Securities on hand - June 1, 2026	\$ 6,274,963	\$ 6,504,626	\$ 7,682,353	\$ 7,584,056
Add: June receipts	67,129	85,553	4,993,699	2,397,847
Less: June disbursements	(220,156)	(234,814)	(564,291)	(348,421)
Cash & Securities on hand - June 30, 2026	\$ 6,121,936	\$ 6,355,364	\$ 12,111,761	\$ 9,633,482
Citizens Business Bank \$ 216,957 Kern County Treasury 54,525 CAMP 4,788,715 LPL Financial 1,061,739 \$ 6,121,936				
Restricted Cash included in above: OM&R Spreading	\$ (540,957)	\$ (159,307)	\$ (194,739)	\$ (111,625)
OM&R Extraction	(75,491)	(377,296)	(591,764)	(499,513)
Take/Put Fees	(1,884,119)	(1,884,119)	(2,014,124)	(3,900,399)
Total Restricted	\$ (2,500,567)	\$ (2,420,722)	\$ (2,800,627)	\$ (4,511,537)
Cash Available for Construction - June 30, 2026	\$ 3,621,369	\$ 3,934,642	\$ 9,311,134	\$ 5,121,945

**Sunset Water Banking Project
Balance Sheet
As of June 30, 2026**

	<u>06/30/2026</u>	<u>05/31/2026</u>	<u>Month-to-Month Variance</u>
Assets			
Current Assets			
Cash & Cash Equivalents	129,277	129,110	167
Total Current Assets	<u>129,277</u>	<u>129,110</u>	<u>167</u>
Fixed Assets			
Construction in Progress	6,497,311	6,497,311	0
Total Fixed Assets at Cost	<u>6,497,311</u>	<u>6,497,311</u>	<u>0</u>
Net Fixed Assets	<u>6,497,311</u>	<u>6,497,311</u>	<u>0</u>
Total Assets	<u>6,626,588</u>	<u>6,626,421</u>	<u>167</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	119,733	119,733	0
Accumulated Equity - Current Year	(4,858)	(5,025)	167
Total Equity	<u>6,626,588</u>	<u>6,626,421</u>	<u>167</u>
Total Liabilities & Equity	<u>6,626,588</u>	<u>6,626,421</u>	<u>167</u>

**Sunset Water Banking Project
Statement of Operating Results
As of June 30, 2026**

	<u>Current Month</u>	<u>Year to Date</u>
Revenue		
Interest Revenue	1,203	3,398
Total Revenue	<u>1,203</u>	<u>3,398</u>
Expenses		
Ops, Maintenance, & Repair Costs	1,050	6,300
FMV Adjustment	(14)	1,956
Total Expenses	<u>1,036</u>	<u>8,256</u>
Fav/(Unfav) Operating Results	<u>167</u>	<u>(4,858)</u>

SUNSET BANKING PROJECT

TREASURER'S REPORT

June 2026

	2026	2025	2024	2023
Cash & Securities on hand - June 1, 2026	\$ 129,110	\$ 432,242	\$ 1,270,909	\$ 3,172,752
Add: June receipts	1,217	5	44,435	507
Less: June disbursements	(1,050)	(1,000)	(383,831)	(322,279)
Cash & Securities on hand - June 30, 2026	\$ 129,277	\$ 431,248	\$ 931,513	\$ 2,850,981
Citizens Business Bank 9,834				
Kern County Treasury 1,912				
CAMP 117,531				
\$ 129,277				
Unrestricted Reserves:				
Cash From Operations	(3,717)	(18,051)		
Total Reserves	\$ (3,717)	\$ (18,051)	\$ -	\$ -
Cash Available - June 30, 2026	\$ 125,560	\$ 413,197	\$ 931,513	\$ 2,850,981



To: Kern Delta Water District Business & Finance Committee

From: Jose Rivera – Controller

Date: July 21, 2026

Re: Agenda Item 5a. – Quarterly Investment Review

RECOMMENDATION:

Receive report, informational only.

DISCUSSION:

The Investment Policy of Kern Delta Water District requires the District's Treasurer to submit a quarterly investment review and analysis to the Board of Directors. In compliance with this directive the District Controller offers the following analysis of the District's cash and cash equivalents position and performance through June 30, 2026.

A comparative overview of the District's cash and cash equivalents position as of June 30, 2026, is shown in the following table:

	6/30/26	3/31/26	12/31/25	9/30/25
LPL Financial	\$28,967,298	\$28,255,243	\$29,232,283	\$26,179,479
CAMP Funds	11,777,736	11,781,794	9,455,372	15,103,533
Kern County Treasury	244,915	571,411	3,591,153	1,159,035
Citizens Business Bank	1,908,916	729,950	989,655	1,505,622
Total	\$42,898,865	\$41,338,398	\$43,268,463	\$43,947,669

Cash and Cash Equivalents increased \$1,560,467 during the second quarter of 2026. Cash collected from Water, Seepage, and Property Tax Revenue in the amount of \$5.2 million exceeded the \$3.7 million in disbursements leaving a favorable variance of \$1.5 million.

LPL Financial Review:

A combined total of \$4 million in US Treasuries and Fixed Income CDs matured during the second quarter of 2026. The proceeds from the maturity of these instruments as well as additional surplus funds were used to purchase new US Treasuries of \$3 million with maturity dates in August of 2028 and \$2 with maturity dates in December 2028 at annualized yields of 3.90%.

The attached “Kern Delta Water District Summary of Invested Cash Reserves” describe the nature and mix of the District’s investments held at LPL Financial as of June 30, 2026.

CAMP Funds Review:

Interest earned for the second quarter of 2026 was \$78,773. Excess cash made available in the normal course of operations is directed to the CAMP account where it earns interest until it is needed or reinvested in other securities at the discretion of the Business and Finance Committee. The 7-day yield earned on CAMP Funds was 3.80% on April 1st and at quarter’s end was 3.78%.

Kern County Treasury Funds:

The balance in Kern County Treasury (KCT) has decreased by (\$326,495). Property tax collected during the second quarter was \$2,763,377. Funds were moved to CBB to cover the second installment of the State Water Project dues. The remainder of the funds not needed to cover short term obligations were invested in CAMP Funds or long-term US Treasuries.

Shortly before the Kern County Treasury’s (KCT) fiscal year ended on June 30, 2025, KCT implemented a new accounting and cash management system. Since that time, KCT has been able to provide updated cash balances for all District funds held at KCT. However, information related to the performance of the KCT investment portfolio is not nearly as current. The most recently published annualized interest rate for funds held at KCT is 3.88% as of December 31, 2025.

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.

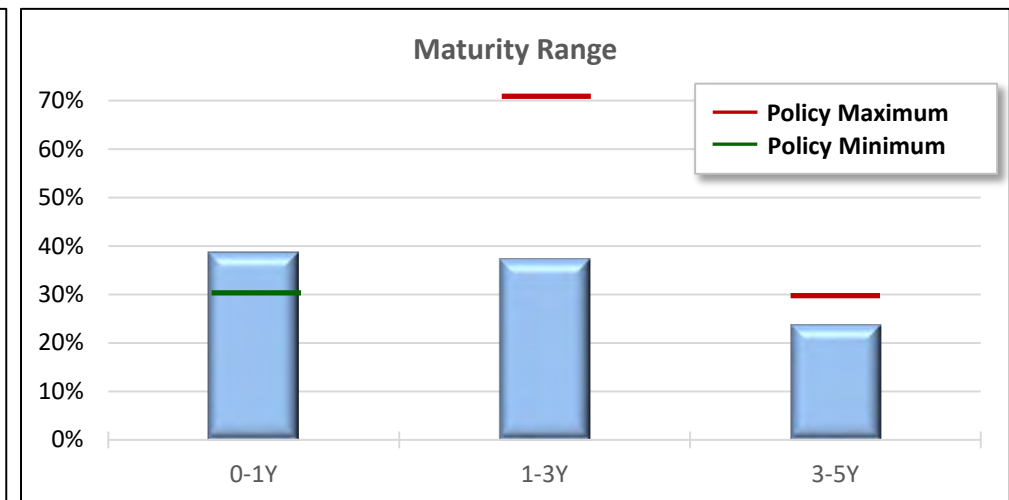
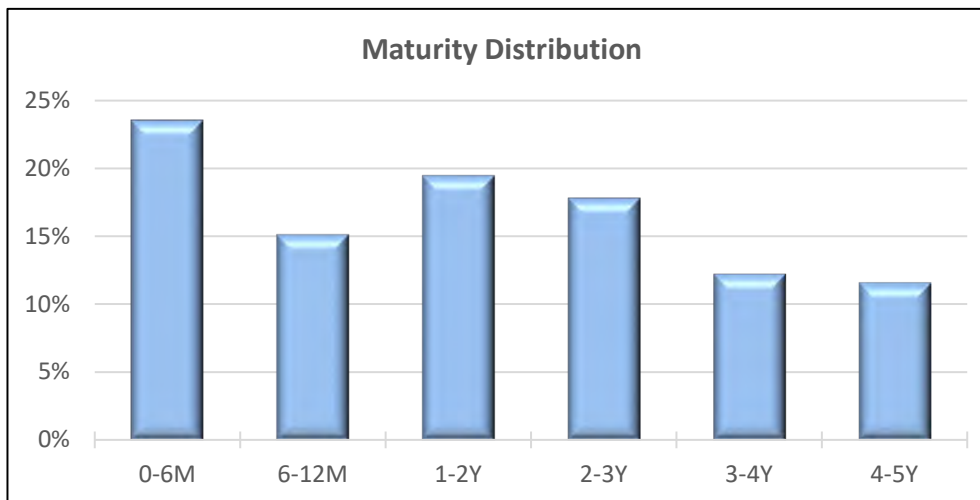
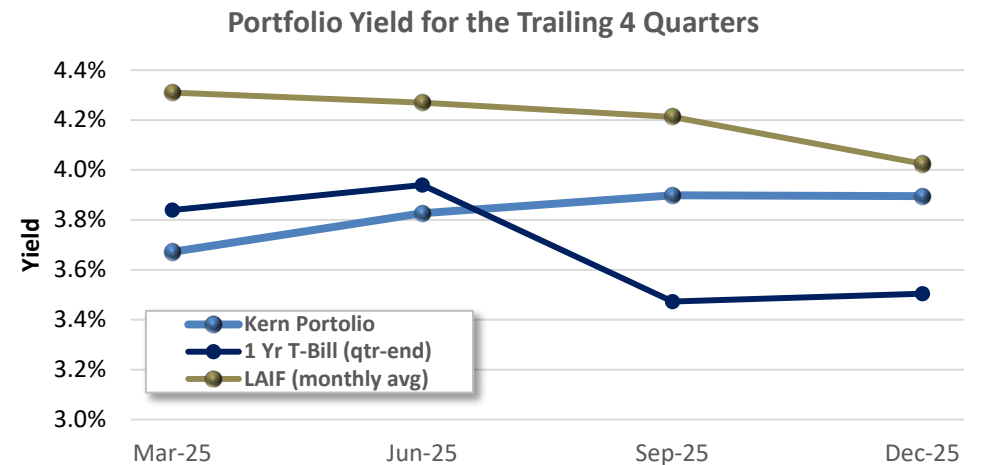
As a reminder, the FMV adjustment is a valuation disclosure required by generally accepted accounting principles. If all invested cash was liquidated from the District’s accounts at Kern County, the actual cost, plus accrued interest, would be recovered and not the fair market value.



Kern County Treasurer's Pooled Cash Portfolio Summary

12/31/2025

Total Market Value	\$ 7,279,137,181
Yield to Maturity at Cost	3.90%
Yield to Maturity at Market	3.69%
Effective Duration	1.54
Weighted Average Years to Maturity	1.80

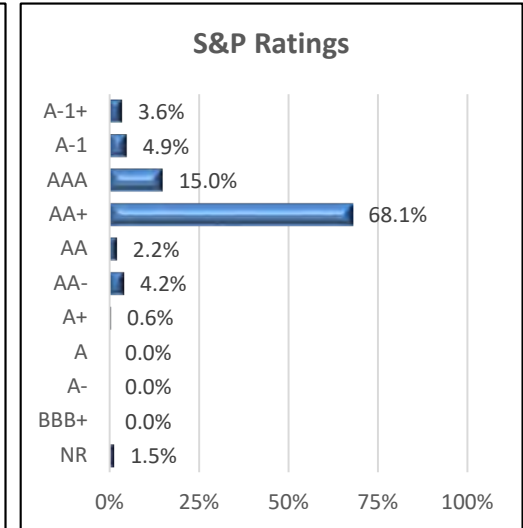
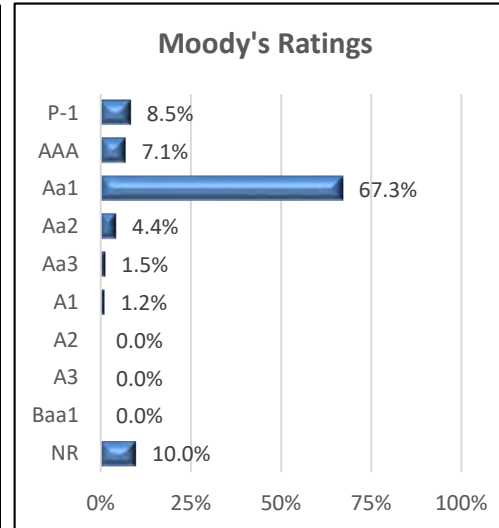
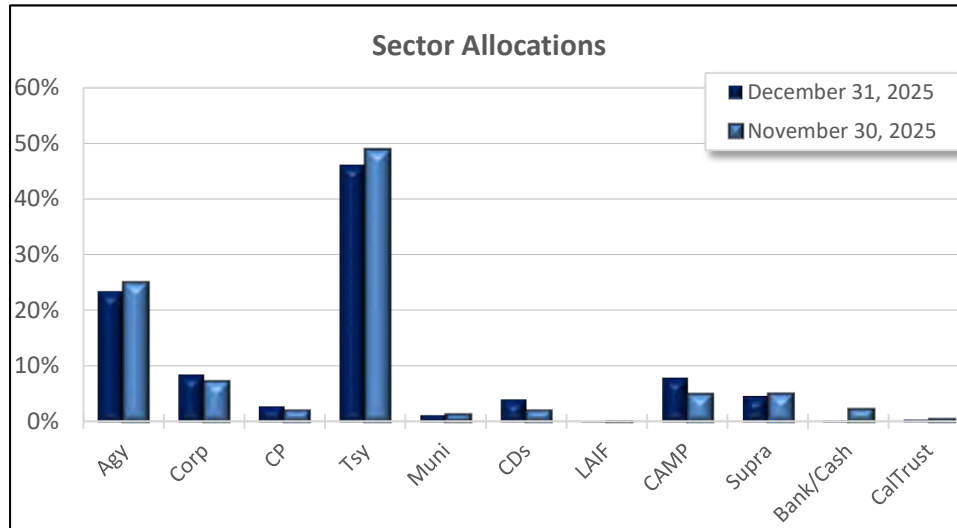


*The County Treasurer believes the Treasury Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and incoming cash to meet the next six months of expected expenditures.



Kern County Treasurer's Pooled Cash Portfolio Summary 12/31/2025

Sector	Par Amount	Original Cost	Market Value	Original Yield	% of Total Assets	Policy Limit Rating	Days to Maturity
Local Agency Investment Fund	1,566,790	1,566,790	1,566,790	4.03%	0.02%	\$75 Million	1
California Asset Management Program	570,753,143	570,753,143	570,753,143	3.95%	7.84%	10%	1
CalTRUST	36,973,293	36,973,293	36,973,293	3.90%	0.51%	10%	1
CalFIT	5,018,510	5,018,510	5,018,510	3.88%	0.07%	10%	1
Money Markets	105,773,285	105,773,285	105,773,285	3.72%	1.45%	10%	1
Bank Sweep (ICS)	22,244,816	22,244,816	22,244,816	3.34%	0.31%	10%	1
U.S. Treasuries	3,456,000,000	3,292,189,864	3,393,685,328	3.92%	46.62%	100%	697
Federal Agencies	1,687,791,000	1,677,465,914	1,692,034,373	3.79%	23.24%	75%	726
Municipal Bonds	89,590,000	91,850,580	92,686,985	4.10%	1.27%	10%	1,482
Supranationals	343,650,000	336,938,346	344,596,964	4.27%	4.73%	10%	1,024
Negotiable CDs	295,000,000	295,000,000	295,258,526	4.03%	4.06%	30%	170
Commercial Paper	210,000,000	206,286,717	207,262,563	3.89%	2.85%	40%	243
Corporate Notes	631,328,000	613,375,653	620,739,274	3.74%	8.53%	30%	1,081
Total Securities	7,455,688,837	7,255,436,911	7,388,593,849	3.90%	101.50%		656
Total Cash	(109,456,668)	(109,456,668)	(109,456,668)		-1.50%		
Total Assets	7,346,232,168	7,145,980,242	7,279,137,181		100.00%		



Kern Delta Water District Summary of Invested Cash Reserves
US Treasury Investment Summary
As of June 30, 2026

Acquisition Date	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
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%
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%
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%
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%
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%
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%
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%
11/7/2022	2/15/2024	3,000	3,000,000	975.38	2,926,130.00	18,831.52	5	2,944,967	2.750%	105,103	73,870	178,973	4.801%
11/7/2022	4/30/2024	3,000	3,000,000	962.00	2,886,005.00	1,160.22	5	2,887,170	2.000%	88,603	113,995	202,598	4.754%
10/14/2022	10/15/2024	1,000	1,000,000	929.20	929,205.00	3,107.92	5	932,318	0.625%	12,106	70,795	82,901	4.606%
10/14/2022	10/31/2024	1,000	1,000,000	960.50	960,507.24	10,210.60	5	970,723	2.250%	44,568	39,493	84,061	4.418%
10/14/2022	10/31/2024	1,000	1,000,000	945.55	945,553.94	6,807.07	5	952,366	1.500%	29,712	54,446	84,158	4.493%
7/26/2023	1/31/2025	2,000	2,000,000	964.10	1,928,191.18	24,309.39	5	1,952,506	2.500%	76,027	71,809	147,836	4.946%
7/26/2023	4/15/2025	2,000	2,000,000	962.15	1,924,305.00	14,631.15	5	1,938,941	2.625%	90,369	75,695	166,064	4.993%
8/16/2023	7/31/2025	1,000	1,000,000	916.08	916,084.79	108.70	5	916,198	0.250%	4,850	83,915	88,765	5.067%
10/18/2023	10/15/2025	3,000	3,000,000	985.27	2,955,829.07	1,045.08	5	2,956,879	4.250%	253,258	44,171	297,429	5.052%
2/20/2024	1/31/2026	3,000	3,000,000	995.00	2,985,005.00	7,005.50	5	2,992,016	4.250%	253,258	14,995	268,253	4.512%
5/24/2024	5/31/2026	3,505	3,505,000	923.54	3,237,023.67	12,640.98	5	3,249,670	0.750%	52,216	267,976	320,192	4.966%
8/22/2024	8/31/2026	3,000	3,000,000	954.40	2,863,166.03	19,616.17	5	2,882,787	1.375%	83,630	129,380	213,010	3.735%
8/22/2024	11/30/2026	2,000	2,000,000	955.20	1,910,434.38	7,370.22	5	1,917,810	1.625%	64,556	76,071	140,627	3.696%
8/22/2024	1/15/2027	2,000	2,000,000	1,007.30	2,003,426.72	8,260.87	5	2,011,693	4.000%	192,219	(44,614)	147,605	3.699%
11/21/2024	4/30/2027	4,000	4,000,000	915.90	3,993,398.50	1,264.64	5	3,994,668	0.500%	48,767	281,835	330,602	4.156%
1/23/2025	6/30/2027	2,184	2,184,000	915.51	1,999,469.62	693.81	5	2,000,168	0.500%	26,567	140,020	166,587	4.183%
2/18/2025	11/30/2027	2,198	2,198,000	908.00	1,993,065.00	3,015.11	5	1,996,085	0.625%	33,422	131,850	165,272	4.163%
10/17/2025	2/15/2028	3,000	3,000,000	987.10	2,961,305.00	14,796.20	5	2,976,106	2.750%	192,575	38,965	231,540	3.350%
10/23/2025	5/15/2028	3,000	3,000,000	988.56	2,965,672.82	37,968.75	5	3,003,647	2.875%	206,764	34,327	241,091	3.391%
6/18/2026	8/31/2028	3,000	3,000,000	941.01	2,823,020.00	10,088.32	5	2,833,113	1.125%	68,887	176,980	245,867	3.949%
6/18/2026	12/31/2028	2,000	2,000,000	937.97	1,875,940.32	12,838.40	5	1,888,784	1.375%	65,548	124,060	189,608	3.980%
2/19/2026	11/15/2035	2,000	2,000,000	999.41	1,998,828.76	21,215.47	5	2,020,049	4.000%	778,959	21,215	778,959	4.002%
					28,382,000	27,387,727.15							

Fixed Income CDs Investment Summary
As of June 30, 2026

Purchase Date	Maturity Date	Days to Maturity	Quantity/ Price	Service Charge	Net Amount	YTM	Expected Interest
5/18/2023	11/5/2024	537	250,000	5	250,000.04	5.050%	18,574
5/23/2023	11/22/2024	549	250,000	5	250,000.29	4.850%	18,237
5/25/2023	11/25/2024	550	250,000	5	250,001.68	5.100%	19,212
5/25/2023	11/25/2024	550	250,000	5	250,001.68	5.050%	19,024
5/26/2023	11/26/2024	550	250,000	5	250,001.69	5.050%	19,024
5/30/2023	11/29/2024	549	250,000	5	250,000.29	4.950%	18,613
5/19/2023	2/19/2025	642	250,000	5	250,000.15	4.850%	21,327
5/31/2023	4/30/2025	700	250,000	5	250,000.23	4.750%	22,774
5/19/2023	5/19/2025	731	250,000	5	250,000.13	4.850%	24,283
5/24/2023	5/22/2025	729	250,000	5	250,000.17	4.850%	24,217
5/24/2023	5/23/2025	730	250,000	5	250,000.17	4.850%	24,250
5/26/2023	5/26/2025	731	250,000	5	250,000.19	4.650%	23,282
5/24/2023	5/27/2025	734	250,000	5	250,000.20	4.850%	24,383
5/24/2023	5/27/2025	734	250,000	5	250,000.20	4.850%	24,383
5/30/2023	5/30/2025	731	250,000	5	250,000.22	4.950%	24,784
6/2/2023	6/2/2025	731	250,000	5	250,000.02	4.850%	24,283
5/24/2024	6/5/2026	742	250,000	5	250,000.01	5.000%	25,411
5/24/2024	6/1/2026	738	250,000	5	250,000.03	5.000%	25,274

Investment in CAMP Term Funds
As of June 30, 2026

Trade Date	Maturity Date	Days to Maturity	Quantity/ Price	YTM
12/12/2025	12/11/2026	364	3,000,000	3.71%
3/13/2026	3/12/2027	364	1,000,000	3.71%

Total Invested Funds at Cost	27,387,727.15
Cash Balance	21,022.01
Cost Basis	27,408,749.16
Unrealized Gain/Loss	496,809.70
Market Value	27,905,558.86

Kern Delta Water Banking Project
 US Treasury Investment Summary
 As of June 30, 2026

Purchase Date	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)	Estimated Total Yield (Y)	YTM
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					
8/22/2024	7/31/2025	2,000	2,000,000	962.30	1,926,725.00	298.91	5	1,927,029	0.250%	9,932	73,275	163,750	4.267%
11/21/2024	4/30/2027	1,000	1,000,000	1,090.00	998,271.32	316.16	5	998,592	0.500%	12,158	70,554	82,712	4.160%
					1,000,000	998,271.32							

Fixed Income CDs Investment Summary
 As of June 30, 2026

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	250,000.02	5.100%	19,247
5/31/2023	12/2/2024	551	250,000	5	250,000.02	5.100%	19,247
5/31/2023	12/2/2024	551	250,000	5	250,000.02	5.100%	19,247
5/30/2023	5/30/2025	731	250,000	5	250,000.21	4.850%	24,283
5/31/2023	5/30/2025	730	250,000	5	250,000.22	4.950%	24,750

Total Invested Funds at Cost	998,271.32
Cash Balance	3,228.65
Cost Basis	1,001,499.97
Unrealized Gain/Loss	60,238.58
Market Value	1,061,738.55

Tab IV





**OPERATIONS AND PROJECTS
COMMITTEE MEETING**

501 Taft Highway
Bakersfield, CA

TUESDAY July 7, 2026

CANCELED

The July 7, 2026 Operations and Projects Committee Meeting has been canceled.



To: Kern Delta Water District Board of Directors

From: Daniel Deleon

Date: July 21st, 2026

Re: Encroachment Permit Applications & Easement Requests

DISCUSSION:

The 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: PG&E

Location: Smith & Judd Canal at Bear Mountain Blvd.

Purpose: Underground electrical crossing

Anticipated Start Date: TBD

Organization: PG&E

Location: Randall Ditch at Taft Highway and Stine Rd.

Purpose: Gas pipeline crossing

Anticipated Start Date: TBD

Organization: PG&E

Location: Eastside Canal at Quantico Ave.

Purpose: Gas pipeline modifications

Anticipated Start Date: TBD

Organization: Landmark

Location: Buena Vista Canal north of Bear Mountain Blvd.

Purpose: Underground irrigation pipeline crossing

Anticipated Start Date: TBD

Organization: Quad Knopf and the City of Bakersfield

Location: Stillson Ditch Pipeline – Sierra Madre Ave.

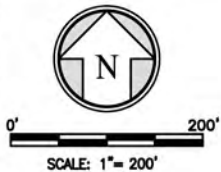
Purpose: Future CUA with City for Hershel Park

Anticipated Start Date: TBD

L:\PROJECTS\2026\260093\ENGINEERING\UTILITY COORDINATION\ACAD\260093-UTILITY REQUEST.DWG 6/18/2026 10:10 AM



SECTION 35, T.30S., R.27E. M.D.M.



LEGEND



PROJECT NO.: 260093

DRAWN BY: TC

QA/QC BY: N/A

SCALE: AS SHOWN

SHEET NO.:

1 OF 1

**UTILITY COORDINATION
REQUEST EXHIBIT
CITY OF BAKERSFIELD
BAKERSFIELD, CALIFORNIA**



WWW.QKINC.COM (559) 733-0440
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE,
VISALIA AND SACRAMENTO, CA ~ KANSAS CITY, MO
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Maintenance Report

June 2026

1. **Structure and Turnout Repairs.** The following jobs were completed during the month.
 - a. Cleaned water filter on traveling screens on the Central.
 - b. Inspected golden mussel settling plates, no sign of golden mussels.
 - c. Repaired leak on 8 Ditch turnout and installed new 48" HDPE pipe
 - d. Replaced meter battery on Stine Canal for turnout 168.
 - e. Welded measuring tube on turnout 244 on the Central.
 - f. Cleaned measuring tube on 204 on Stine and 200 on Farmers.
 - g. Repaired gate-60-catwalk on the Branch 2.
2. **Shop.** The following jobs were completed during the month;
 - a. Normal service and repairs on District vehicles and equipment.
 - b. Replaced coolant hose on truck #225.
 - c. Replaced control arm, wheel hub and upper ball joint on truck 222.
 - d. Replaced brakes on truck 221.
 - e. Replaced belt and tensioner on truck 215.
 - f. Replaced hydraulic hose and O-ring on backhoe 404.
 - g. Replaced upper ball joint and windshield-wash-pump on truck 218.
 - h. Replaced starter on truck 223.
 - i. Replaced batteries on truck 325.
 - j. Repaired air leak and replaced quick release valve on truck 330.
 - k. Repaired wire harness plug for AC on grader.
3. **District Wells.**
 - a. Monthly service and inspection of all District wells, clean pads as needed.
4. **Motor Grader # 403** The following canals were sloped, and roads graded;
 - a. No sloping was done this month.
5. **Backhoe # 402** The following jobs were completed this month;
 - a. Not used this month
6. **Backhoe # 404** The following jobs were completed this month;
 - a. Loaded dirt to stop leak on 8 Ditch.
 - b. Repaired a rodent break on the Stine Canal by the triangle basins.
 - c. Dig up rodent holes on the BV Canal.
 - d. Repaired leak on the BV Canal at Section 20.
 - e. Placed rip-rap on the BV Canal at the backup structure north of the floating weir.
 - f. Removed sand buildup from bottom of the Stine Canal upstream of Ashe Rd.
7. **Backhoe # 408** The following jobs were completed this month;
 - a. Stopped leak on the lower Kern Island Canal at the 8 Ditch turnout.
 - b. Replaced 48-inch pipe at the 8 Ditch turnout.
 - c. Dug up rodent holes at various locations on the Kern Island Canal.

- d. Dig up rodent holes on the 20-Foot Canal.
 - e. Repaired banks on the Eastside Canal.
 - f. Dig up rodent holes on the 15 Ditch.
 - g. Installed rip-rap on the Stine Canal north of Ashe Rd do to washing out.
 - h. Removed sand from bottom of the Stine Canal at Ashe Rd.
8. **Weed Spraying.** The following canals were sprayed during the month;
- a. Sprayed the inside and outside banks of the BV Canal.
 - b. Sprayed the inside banks of the Stine Canal.
 - c. Sprayed the inside banks of the Smith and Judd Canal.
 - d. Sprayed the inside banks of the East Branch Canal.
 - e. Spot-sprayed the inside and outside banks of the Eastside Canal as needed.
9. **Aquatic Treatments.** Treatments including surface spraying for algae mats and injection treatments for control of algae or vascular aquatic weeds;
- a. Eastside Canal at the head - drip treatment with Teton for Elodea, Illinois pond weed, Horned weed and algae.
 - b. Farmers Canal north of Seasons Dr - drip treatment with Teton for Elodea, Sago pond weed and algae.
 - c. BV Canal north of Taft Hwy - drip treatment with Teton for Elodea, Milfoil, Sago pond weed and algae.
 - d. Kern Island Canal at Hoskings - drip treatment with Teton for Elodea, Sago pond weed and algae.
10. **Rodent Control**
- a. Filled bait stations throughout the District.
11. **Trash Removal.**
- a. Cleaned trash racks throughout District canals.
 - b. Removed trash left behind from homeless encampments.
12. **Fence Repairs.** Fences and Gates were repaired at the following locations;
- a. Kern Island Canal – at Hosking Ave, Mckee Rd and Southgate Dr.
 - b. Central Canal – at White Ln, Union Ave and Southgate Dr.
 - c. Stine Canal – at Grissom St.
 - d. Farmers Canal- at Berkshire Rd.
13. **Safety Meetings.** Weekly tailgate safety topics were;
- a. Unsafe Acts vs. Unsafe Conditions - Unsafe acts are human behaviors while unsafe conditions are physical hazardous or environmental factors.
 - b. Pinch Points and Hand Injuries - Pinch point accidents are common in the workplace, and they most often affect the hands.
 - c. Situational Awareness (know your surroundings) - Be aware of what is happening around you, where you are relation to your surroundings, and what potential threats may be present.

- d. The Purpose of Conducting a PPE Hazard Assessment – This is a crucial safety practice used to identify workplace hazards and the appropriate PPE to minimize exposure to those risks.
14. **Water Banking Activities.** The following jobs were completed during the month;
- a. Finished mowing the DiGiorgio Basins.
 - b. Spot sprayed all basins as needed.



Project No.	Tract	Developer/Owner	Facility	Location	Engineer/Contractor	Status	Project Description
1	7405	Balfanz	Central Branch	North of Panama Lane	Porter & Associates, Inc.	A	Road widening; fencing
2	6880	Lennar	Branch II Canal	West of Gosford Road	McIntosh & Associates	A	Swale and storm drain inlet boxes remain.
3	N/A	City of Bakersfield	Stillson Ditch	Sierra Madre Ave	QK	P	Proposed Park
4	6880	Lennar	Stine Canal	West of Gosford Road	McIntosh & Associates	A	CUA, Easement, two road crossing installations.
5	N/A	Crimson	20-ft	Intersection of Smith Judd & 20-ft	Anacapa	A	Permit Complete.
6	N/A	BCSD	Eastside Canal	34th Street	Porter & Associates, Inc.	P	Fencing/block wall along western right-of-way on Eastside Canal.
7	N/A	Ripple Fiber	15 Ditch	Stine Road	Ridgeline Telecom	P	Install fiber crossing.
8	N/A	Caballero	Eastside Canal	South of Panama Ln	-	P	Install bridge crossing on Eastside Canal
9	N/A	Caltrans	Multiple	Taft Highway	Griffith Company	P	Culvert extensions of multiple District canals along Taft Highway.
10	N/A	Caltrans	Multiple	Bear Mt. Blvd	Caltrans	A	Repaving; possible modification to Kern Island culvert
11	N/A	Kern Energy	Eastside Canal	South of Panama Ln		P	Removal of oil line(s)
12	N/A	East Niles	Eastside Canal	Shirley Lane	AECOM	P	Install discharge into canal.
13	N/A	Cal Water	Multiple	Multiple	Provost & Pritchard	P	Fluidizaiton project
14	N/A	Bakersfield Play Center	Eastside Canal	Kentucky Street	TBD	P	Install block wall
15	N/A	Five Rivers Investment	Stine Canal	SE Corner of Panma Ln and Gosford		P	Comercial project
16	N/A	KDWD	Kern Island Canal	North of Hwy 178	TBD	P	Replace/modify trash screen.
17	N/A	KDWD	Eastside Canal	Surge Pond	TBD	P	Construct surge pond
18	N/A	KDWD	Kern Island Canal	South of Berkshire	TBD	P	Replace weir 03-00-601 steel.
19	N/A	KDWD	Stine Canal	City Corp Yard	TBD	P	Modify trash screen.
20	N/A	FBT Trucking	15 Ditch	North of Pacheco	Zeiders Consulting	P	Access agreement; canal crossing; pipeline
21	N/A	Grow Schools	East Branch Canal	Casa Loma	Zeiders Consulting/Swanso	P	Future School site at end of Casa Loma
22	N/A	HP LLC	Multiple	Multiple	HP LLC	P	Fiber line crossing, two locations.
23	N/A	KDWD	Old River Basins	Old River Basins	Zeiders Consulting	P	New recovery well.
24	N/A	Panama BVUSD	Randall Ditch	East of Stine Road	Michael Dhaneens Arch.	P	Proposed development within canal right-of-way
25	N/A	PG&E	Kern Island Canal	34th Street	PG&E	P	Install underground electric power lines.
26	N/A	PG&E	Central Branch	Ming Avenue	PG&E	P	Waiting on plans.
27	N/A	PG&E	Kern Island Canal	Belle Terrace	PG&E	P	Install gas pipeline underneath canal.
28	N/A	PG&E	Farmers Canal	Old River Road	PG&E	P	Plans reviewed. Waiting on insurance and permit fee.
29	6410	S&S Homes	Burnes Ditch	North of Taft Hwy	McIntosh & Associates	P	Taft Highway culvert extension and new culvert at future City street.
30	N/A	Unknown	Kern Island Canal	22nd Street	QK	P	Storm drain discharge. Waiting on plans.
31	N/A	PG&E	Central Branch	Panama Lane	PG&E	C	Enroachment Permit Granted
32	N/A	Samco	Branch One Canal	Wible and Harris	Landmark	C	CUA, Plan review
33	N/A	KDWD	Sunset Basins	Sunset Basins	Zeiders Consulting	C	Pump installation/testing.
34	N/A	Crimson	Farmers Canal	Ashe Road	Anacapa	C	Project Complete
35	N/A	City of Bakersfield	Hersfield Pipeline	North of McKee		C	Traffic light relocation, rasing of manhole, paving
36	N/A	KDWD	Eatside Canal	North of Di Giorgio	UCI (concrete)	C	Install traveling water screens and line portion of canal.
37	N/A	Zarch	Central Branch	Adobe Road	Landmark Irrigation	C	Connect to new turnout
38	7136	Deertrail/D.R. Horton	Stine Canal	North of McCutchen	McIntosh & Associates	C	Canal realignment.
39	N/A	Pilot Truck Stop	Branch One Canal	Taft Highway	LAV//Pinnacle	C	Canal realignment and pipeline.
40	N/A	MPS Construction Mgm	Kern Island Canal	South of Hosking Ave	Dewalt	C	Southerly box culvert extension.
41	7136	Deertrail/D.R. Horton	Stine Canal	North of McCutchen	CVPE	C	Install fiber crossing.
42	N/A	Panama BVUSD	Randall Ditch	Stine Road	PG&E	C	Gas pipeline.

A-Active, in Construction
P - Pending
C - Complete



To: Kern Delta Water District Board of Directors

From: Chris Bellue

Date: July 21st, 2026

Re: District Projects

DISCUSSION:

District Shop Improvements:

Project Description - This project involves replacing the roof over the shop and enclosing the back bay, which will be repurposed as a welding and fabrication area. Other improvements include electrical service extensions, new swamp coolers and down ducts, new slab and apron in the back bay, and and purlin replacement where needed.

Project Status - Staff obtained the building permit in June 2026. A change order was submitted by the contractor before the project began. Staff was directed to solicit new/updated quotes for the project. The architect sent out a new request for quotes which are due by July 21st, 2026. Staff will present the new quotes at the August 2026 Ops and Projects committee meeting. Construction duration is estimated at three months.

Well repairs:

Project Description - In October of 2024 an electrical contractor, Agilitech, was hired by the District to perform preventative maintenance on 20 District wells to check termination connections within the panel and at the well heads and to run each well for approximately 6 hours. Staff exercise the wells every one to two years to make sure electrical components, lubrication and the well perforations are working properly. The following four wells were found to have various issues that prevented them from running.

FR-1 and ST-1 are old grower wells that were acquired when the District purchased the Stonefield and Old River Basin properties. Rotation couldn't be established on ST-1 so it was not run. FR-1 hasn't run for approximately 8 years and needs to be evaluated to see if it is worth investing in repairs.

KI-8 has a fault with the soft starter and KB3 has a fault within the VFD.

Project Status - Bakersfield Well and Pump repaired KB-3 by replacing a circuit board within the variable frequency drive. Well KI-8 was confirmed to have a faulty starter, and Bakersfield Well and Pump have acquired a new soft starter and is scheduled to install it soon. Repairs for wells FR-1 and ST-1 are in the planning stages.

Well Abandonments:

Project Description – When the District acquired the Branch 1 Basins and the Marlett parcel at the Kern Island Basins, each property had a well with no motor. It is unknown if the pumps and pipe column are inside the wells. These two wells were determined by Staff to not be needed for monitoring wells and to be considered for abandonment.

Project Status – Staff is currently preparing site location maps and a request for quotes memo. Staff will bring quotes back to the operations and projects committee at a future date.

Traveling Screens in Eastside Canal:

Project Description – A structural concrete section and transitional liner were designed by District staff to support the screens. The concrete portion of the project was constructed in February 2026 in time for the normal start of the Eastside Canal. The traveling screen design was approved by Staff and International Water Screens (IWS) is under contract with the District to build the screens. Staff met with PG&E on site on April 23, 2026 to discuss the new meter location and get a layout of the new service connection. An existing transformer is located near the DiGiorgio weir that can be utilized for the new service.

Project Status - In June 2026 IWS completed fabricating of the traveling screens, catwalk, conveyor, elevator, service panel, and bypass slides at their shop. Staff are scheduled to inspect the screens in late July 2026. PG&E and the District have completed a new service agreement and are in the process of scheduling the new service connection. Staff are currently getting a quote from Agilitech to do the trenching, conduit and service connection. The new power service should be completed by August 2026, and the screen installation should be done in October 2026.

Head of Stine Canal Screen Rebuild:

Project Description – The trash screen at the head of the Stine Canal is within the City Corp and has historically been accessed and cleaned from the Santa Fe rail yard. The screen does not have a catwalk which presents a safety hazard when cleaning. Improvements to the existing screen would involve working within the rail yard. Access to the rail yard has been pushed farther away over the years because of added security measures installed by Santa Fe. The City installed an Amarok electrified fence around the Corp Yard making access even more difficult from the rail yard. The City Water Resources Department contracted with Delaney Manufacturing to design a screen and catwalk that makes it possible to access and clean from the City Corp Yard. District staff designed a structural concrete slab to support the screen and to be anchored into to the existing concrete structure. Delaney will use a concrete subcontractor to install the slab and anchor points per District plans.

Project Status - District staff have approved the design, and a preconstruction meeting will be scheduled in August 2026 which coincides with the expected shutdown of the Stine Canal in late July. This project should be completed by the end of August 2026.

Eastside Canal Surge Pond:

Project Description – The District purchased a 14-acre parcel of land on the Eastside Canal at the Edison Road weir. The almond orchard that was on the land was removed along with the underground irrigation pipes in late 2025. The parcel will be used to construct a surge pond to control water levels on the upstream and downstream sides of the Edison weir. District staff designed the basin and inlet structures and the plans were sent to Lonnie A. Cross Land Leveling, Wood Brothers and Mr. Backhoe on May 28, 2026 for quotes. The quotes were presented at the June 16th, 2026 Board meeting and Cross was selected as the low quote for the project. District staff prepared a Dust Control Plan for the project and contracted with Wiley Hughs and Krazan for surveying and compaction testing.

Project Status – Cross is expected to mobilize and begin construction on July 20, 2026. Project duration is estimated at 8 weeks.

District Yard Block Wall:

Project Description - The existing fence surrounding the District yard has fallen into a state of disrepair. Staff recommended a new block wall around the yard to better secure District equipment. Staff reached out to Kern Masonry for a quote to demo the existing wall and install approximately 800-feet of new block wall.

Project Status – District staff received a quote from Kern Masonry and is awaiting a quote from Simmons Concrete. This project could begin in late 2026 or early 2027.

Head of Carrier Canal Weir Rebuild:

Project Description - District staff met with City Water Resources staff on April 23, 2026 to discuss the need for the weir at the head of the Carrier Canal to be rebuilt in the 2027 shutdown period. The City contracted with Dick Meyer to design the new structure.

Project Status – This project is currently in design phase. Construction is projected to start during the December 2027 shutdown period.

Tab V



KERN DELTA WATER DISTRICT

July 17, 2026

	7/17/2026	Last Year
KERN RIVER 3 DAY MEAN INFLOW	435 CFS	474 CFS
KERN RIVER MEAN OUTFLOW	470 CFS	1,584 CFS
ISABELLA RESERVOIR STORAGE	263,420 ACFT	312,540 ACFT
REQUESTED OUTFLOW	1,710 CFS	1,485 CFS

Estimated: (CFS)

KDWD DAILY DIVERTED: (JULY 17, 2026)	@HEAD	STATE	XCHNG	BANKING
KERN ISLAND	327	22	0	0
EASTSIDE	71	2	0	0
BUENA VISTA -LEVEE	130	12	0	0
STINE	136	8	0	0
OTHER - ID4 & 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	0	0	0	0
Total CFS	664	44	0	0

Estimated: (Acre Feet)

DIVERTED IN DISTRICT (JUNE 2026)	UTILITY	STATE	PURCHASE	BANKING
KERN ISLAND	20,608	1,831	0	0
EASTSIDE	2,995	1,374	0	0
C.O.B. Misc.	0	0	0	0
BUENA VISTA	5,072	605	0	0
STINE	5,159	403	0	0
FARMERS	3,842	0	0	0
SOUTH FORK	0	0	0	0
MONTHLY TOTAL	37,676	4,213	0	0
YEAR TO JUNE 30, 2026	128,885 ACFT	4,729	0	0

Year to June 30, 2026 Utility - State - Banking 133,614 ACFT

ACFT. STORAGE BALANCE AS OF:	6/30/2026	Estimate 7/17/2026	Max Storage
KERN ISLAND	6,790	3,428	7,000
BUENA VISTA	5,892	3,044	6,000
STINE	4,592	1,247	5,000
FARMERS	2,793	1,117	4,000
STATE (25) Carryover	1,263	0	N/A
STATE (26) Contract	11,475	11,263	N/A
RRBWSO STORAGE	18,805	18,805	N/A
PIONEER PROJECT STORAGE (ODC)	30,976 (100,717)	30,976 (100,717)	N/A
TOTAL ACFT.	82,586	69,880	

K.D.W.D. CLIMATOLOGICAL OBSERVATION:

<u>74</u>	MINIMUM TEMPERATURE	<u>69</u>
<u>103</u>	MAXIMUM TEMPERATURE	<u>96</u>
<u>76</u>	PRESENT TEMPERATURE	<u>74</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>7.02</u>	YEAR TO DATE PRECIP.	<u>11.15</u> Seasonal

ISABELLA CLIMATOLOGICAL OBSERVATION:ISABELLA RESEVOIR:

LAKE ELEVATION (FT.)	2,573.99	JUNE AC. FT. INFLOW	27,021
STORAGE ACFT.	263,420	JUNE AC. FT. OUTFLOW	100,913
GROSS STORAGE CAPACITY	568,075	ACCUMULATIVE ACFT. INFLOW (25-26)	511,196
% OF CAPACITY	46%	ACCUMULATIVE ACFT. OUTFLOW	422,862
SEASONAL STORAGE CAPACITY	568,100	% OF SEASONAL CAPACITY	46%

Summary of Utility Water Diverted Year to Date: 6/30/2026

	Utility	North Kern	Other Exchanges
January	26,831	0	0
February	10,711	2,500	0
March	13,595	2,500	0
April	18,460	0	0
May	28,295	0	0
June	37,676	0	0
July			
August			
September			
October			
November			
December			
Total	135,568	5,000	0

Summary of Other Water Diverted Year to Date: 6/30/2026

	State	Purchase	Third Party Banking
January	0	0	0
February	0	0	0
March	98	0	0
April	121	0	0
May	297	0	0
June	4,213	0	0
July			
August			
September			
October			
November			
December			
Total	4,729	0	0

Water owed to K.D.W.D as of: 6/30/2026

B.V.W.S.D. 2025 State Carryover*:	5,992
2026 State Contract: Table A	11,475

Summary of Total State Water Used Year to Date: 6/30/2026

	(OWED)	(USED)
2025 Contract	1263	4,729
2026 Contract	11,475	0
Total	12,738	4,729

Quantities in acft. TOTAL 17,467

Net Owed to KDWD TOTAL 17,467

Maximum Annual State Carryover Balance: 6,000 acre feet

DISTRICT BANKING OPERATIONS

Friday, July 17, 2026

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:	-	CFS*
Other:	-	CFS
Total:	-	CFS

STINE PROJECTS

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

BANKING SUPPLIES

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

Estimated: (Acre Feet)

	UTILITY	STATE	PURCHASE	3RD PARTY BANKING	OPERATIONAL RECHARGE
<u>DIVERTED FOR BANKING (JUNE 2026)</u>					
KERN ISLAND	0	0	0	0	4,288
EASTSIDE	0	0	0	0	1,339
BUENA VISTA	0	0	0	0	2,991
STINE	0	0	0	0	2,008
FARMERS	0	0	0	0	2,465
OUT OF DISTRICT	0	0	0	0	0
MONTHLY TOTAL	0	0	0	0	13,091
YEAR TO JUNE 30, 2026	18,274 ACFT	0	0	0	47,890

Year to June 30, 2026 All Supplies

66,164 ACFT

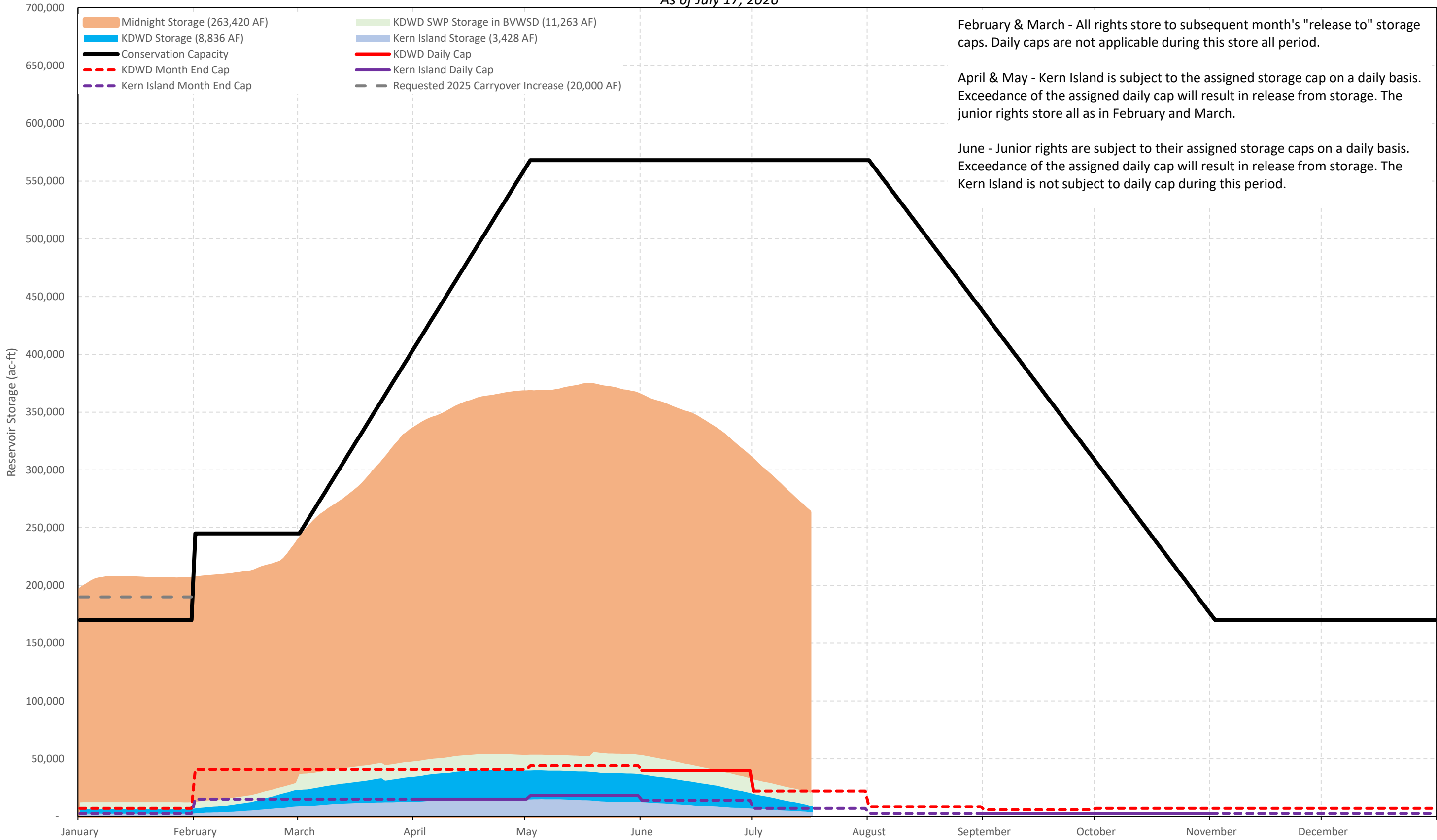
Summary of Spreading Year to Date: 6/30/2026

	Utility	State	Purchase	3 Pty Bk	Op. Re.
January	17,467	0	0	0	6,663
February	721	0	0	0	4,875
March	86	0	0	0	5,454
April	0	0	0	0	7,271
May	0	0	0	0	10,536
June	0	0	0	0	13,091
July					
August					
September					
October					
November					
December					
Total	18,274	0	0	0	47,890

Facility Flow Rate Quick Reference

PROJECT	Fill (CFS)	Operational (CFS)		Acreage
		Summer	Winter	
Kern Island Met:	60	25	20	175
Branch 1:	18	18	5	75
Digiorgio:	30	15	10	70
Sunset:	TBD	TBD	TBD	140
BV North:	65	55	20	240
Buena Vista I5:	40	25	15	65
Old River:	40	30	TBD	145
Bladder & Triangles:	30	20	10	40
Romero:	45	40	15	170
Stonefield:	25	15	10	80
Church:	4	1	1	5
Total	357	244	106	1205

Midnight Lake Isabella Storage and Pool Restrictions
As of July 17, 2026

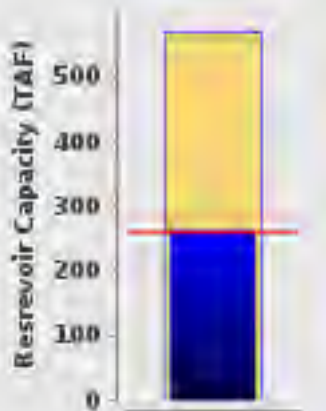


CURRENT RESERVOIR CONDITIONS



Isabella Lake Conditions

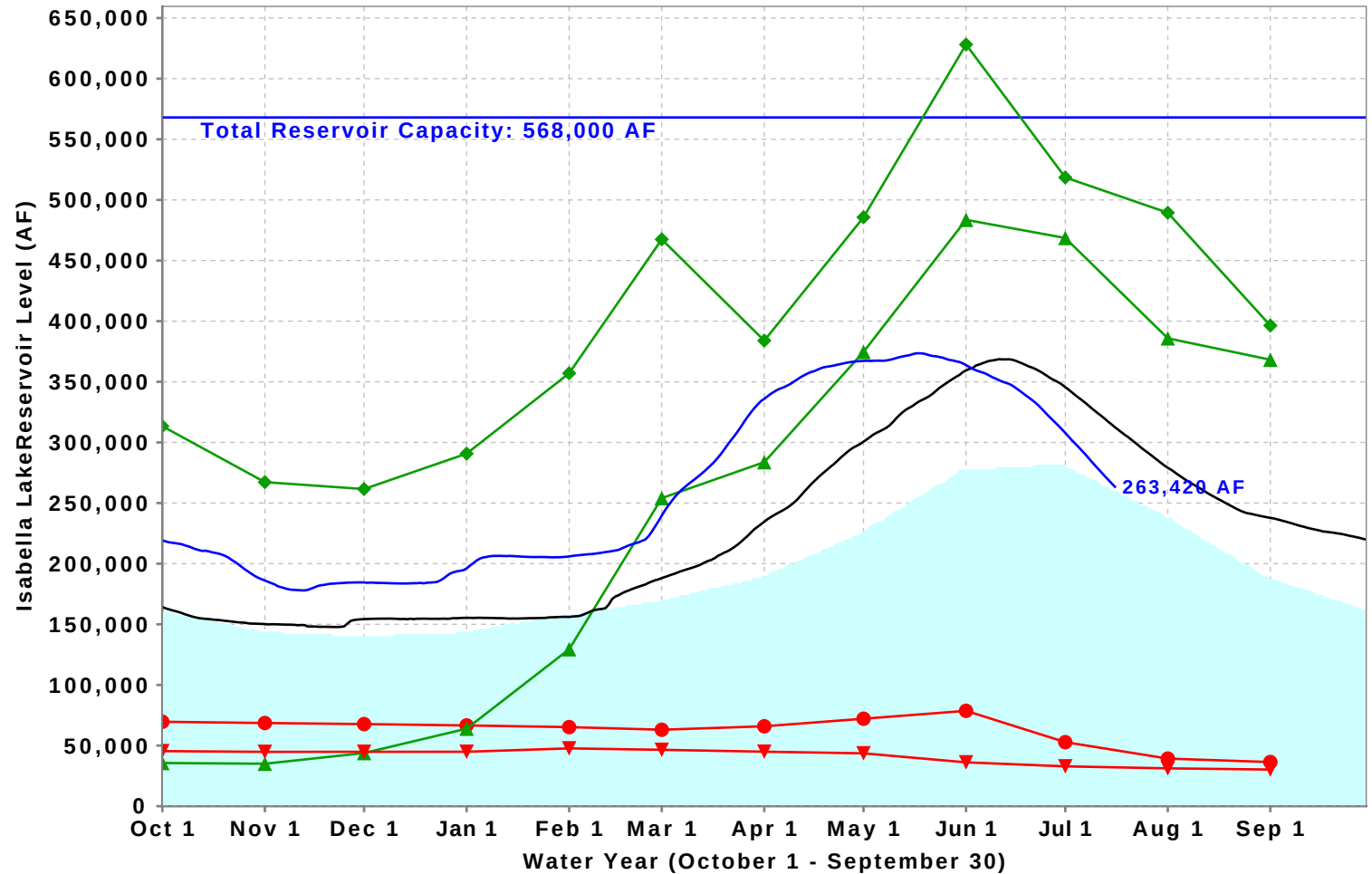
(as of Midnight - July 16, 2026)



Current Level: 263,420 AF

46% (Total Capacity) | 101% (Historical Avg.)

Isabella Lake Levels: Various Past Water Years and Current Water Year, Ending At Midnight July 16, 2026



Historical Average Total Reservoir Capacity 1976-1977 1977-1978 1982-1983 (Wettest) 2024-2025 2014-2015 (Driest) Current: 2025-2026

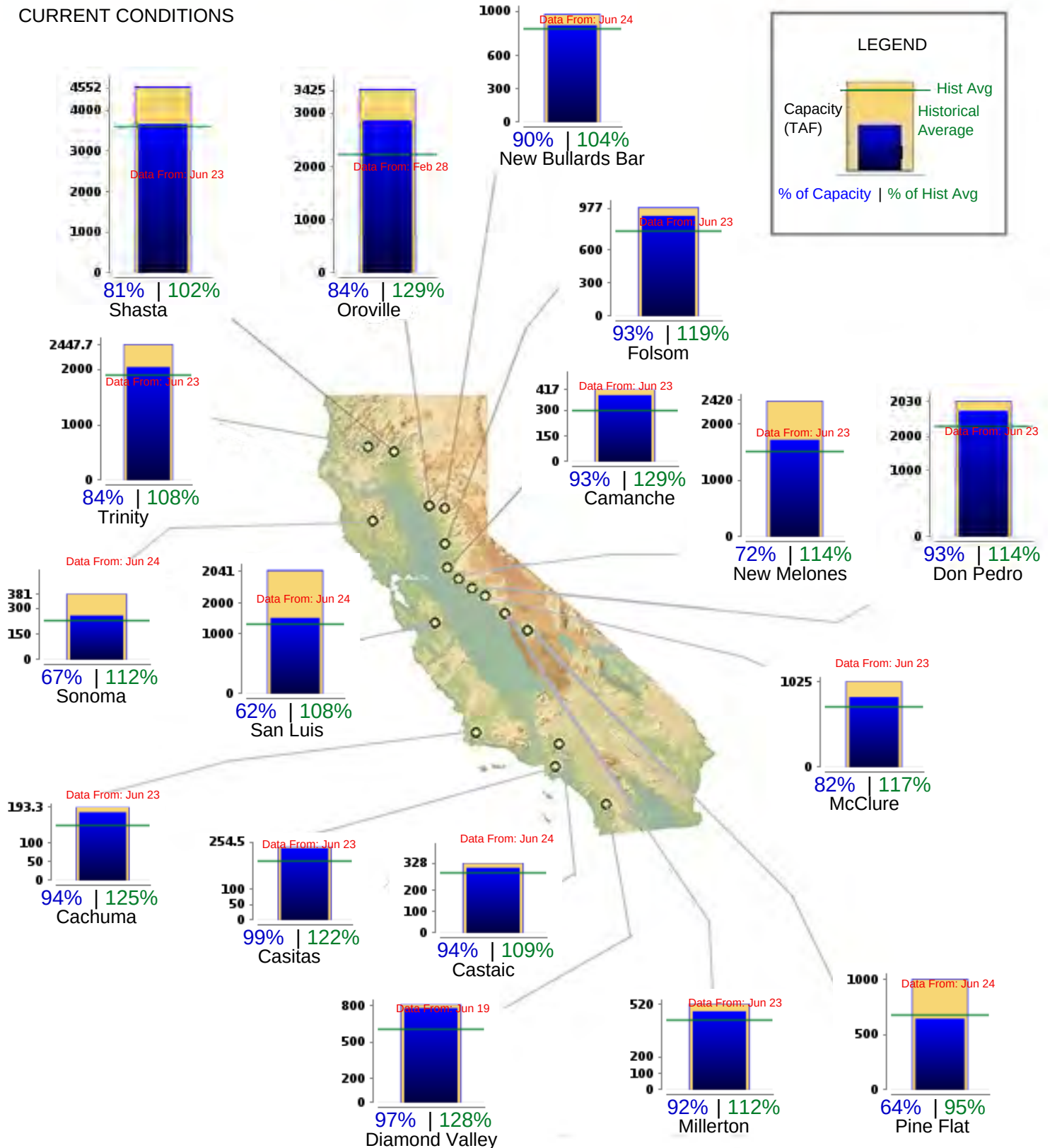


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - July 16, 2026

CURRENT CONDITIONS



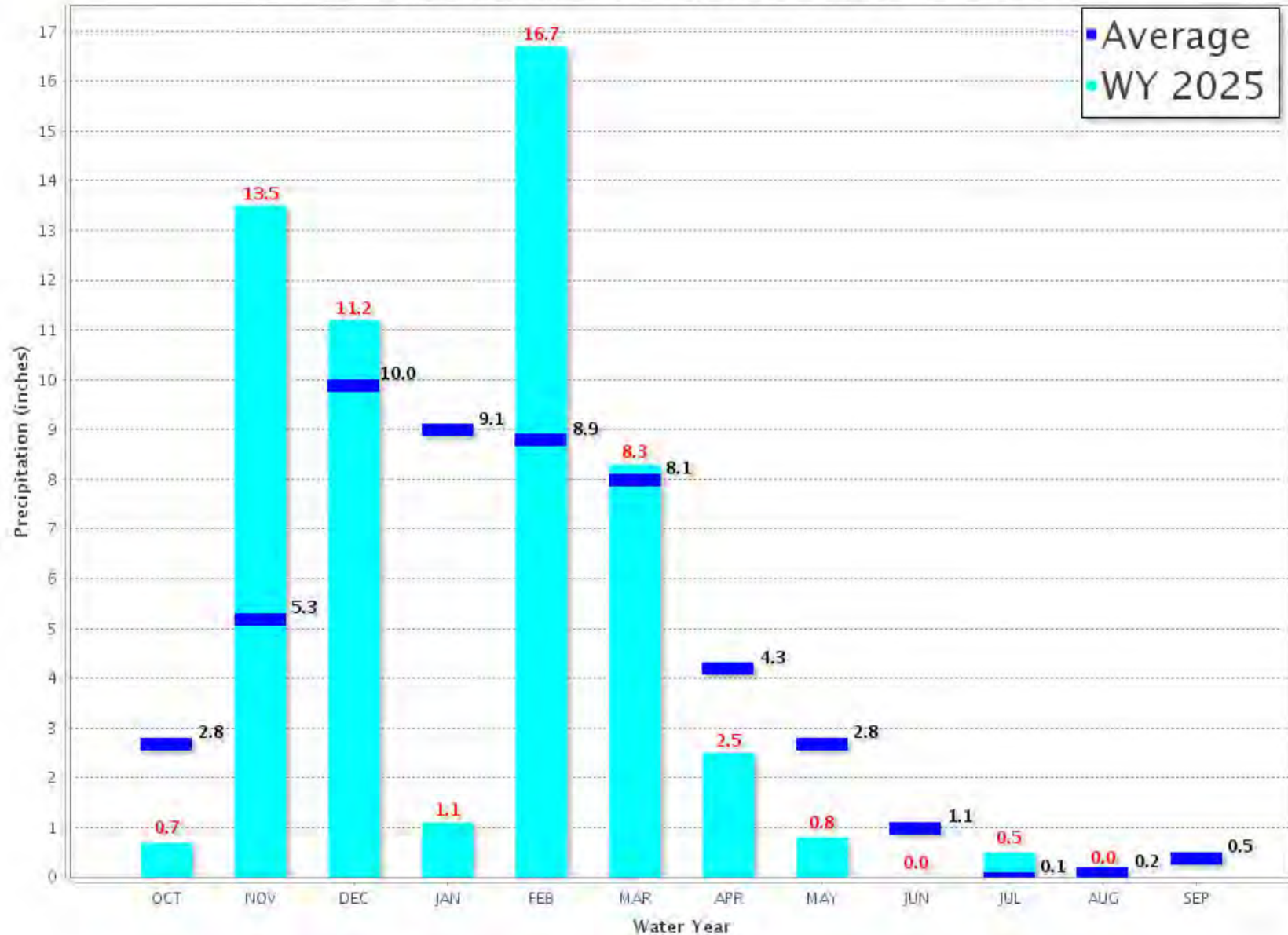


Northern Sierra 8-Station

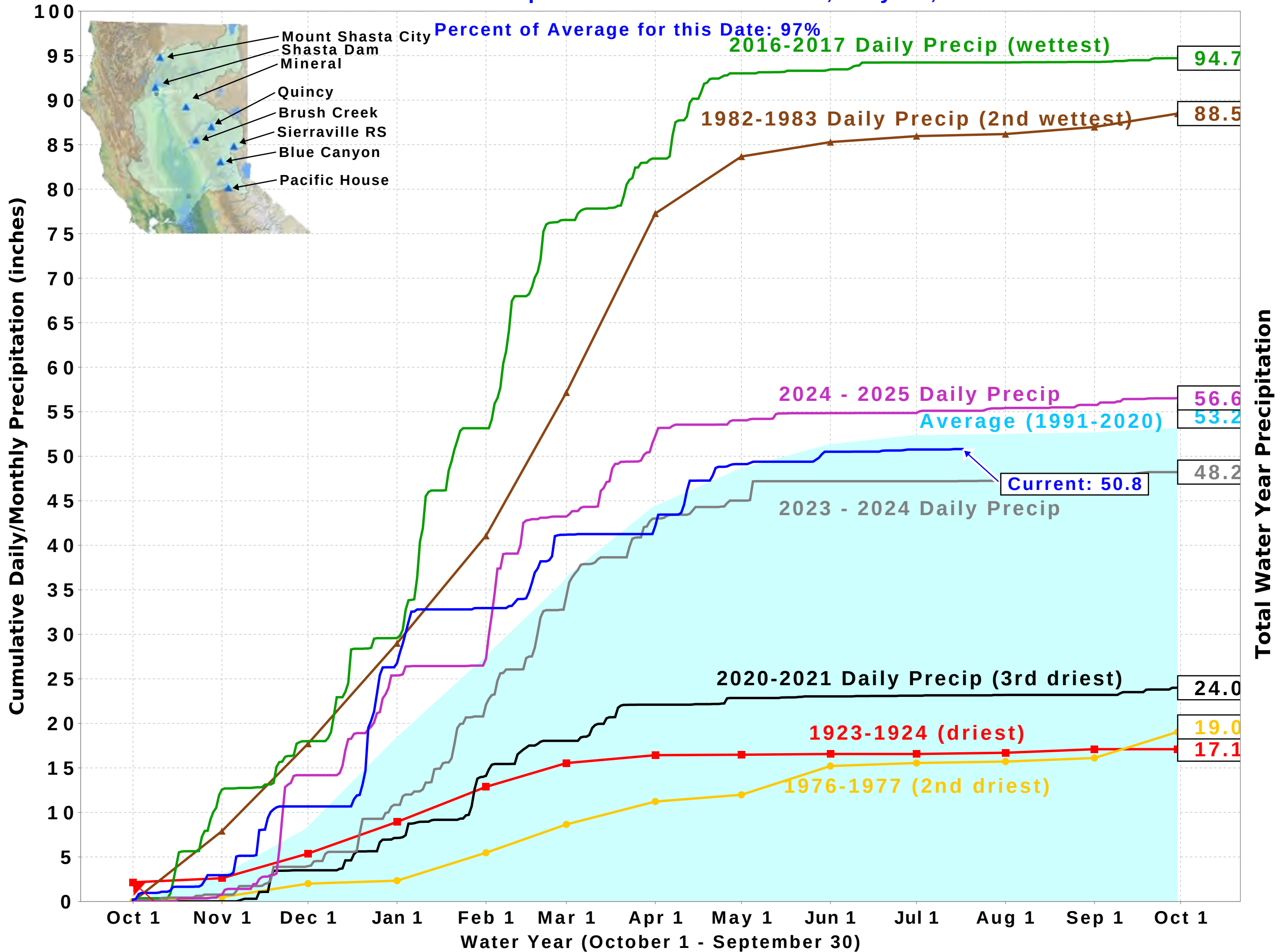
Precipitation Index for Water Year 2025 – Updated on August 13, 2025 02:48 PM

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 17, 2026



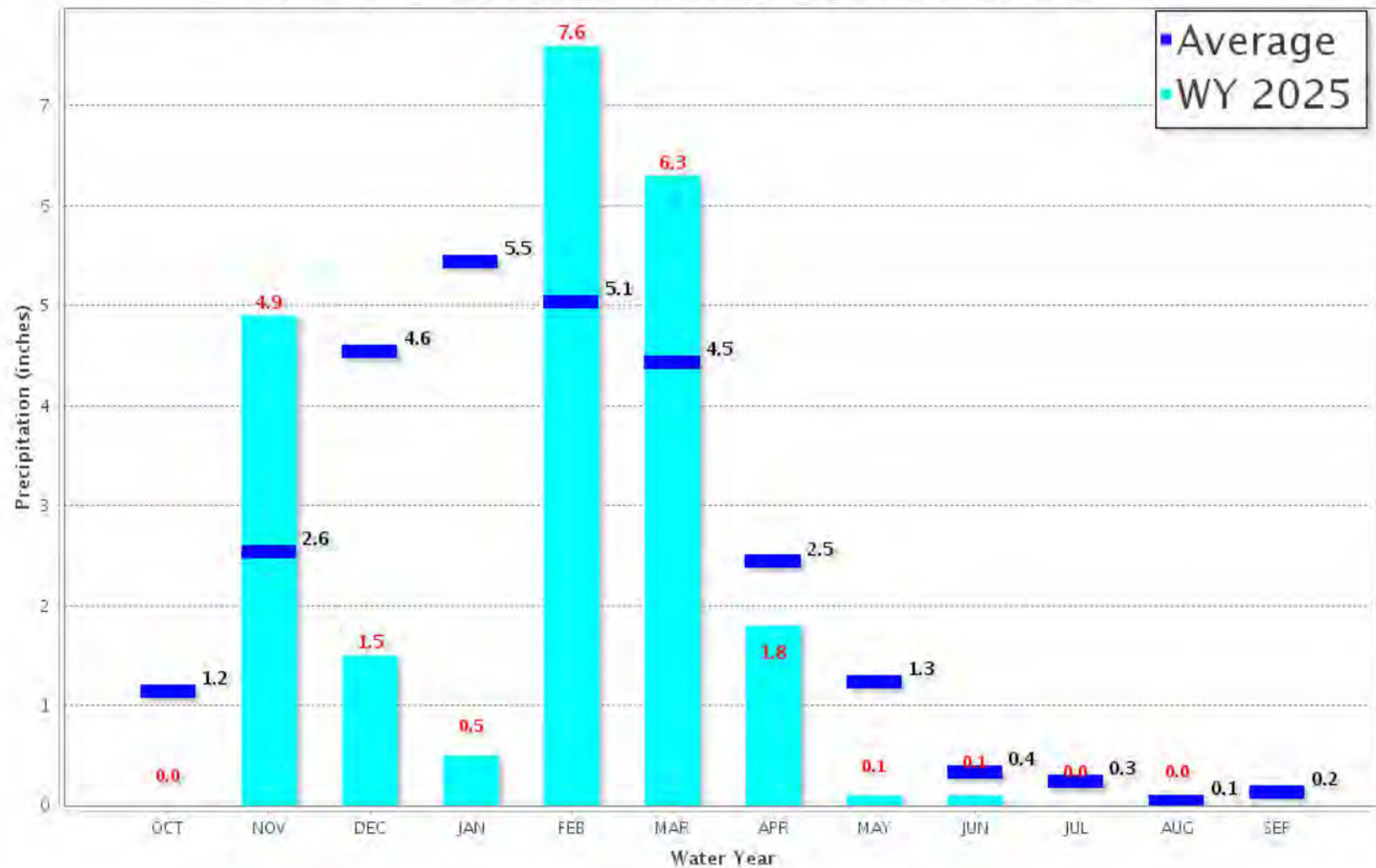


Tulare Basin 6-Station

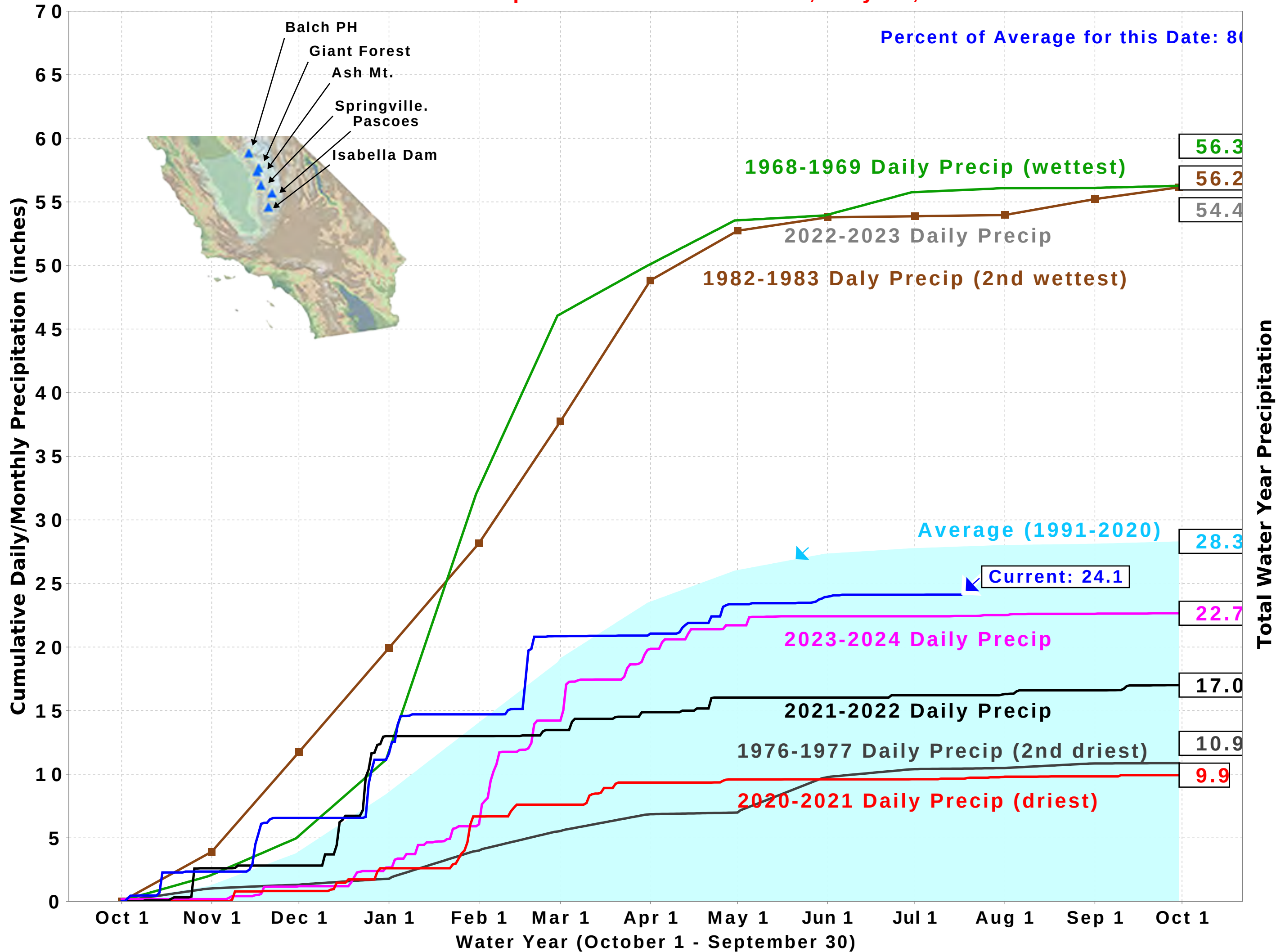
Precipitation Index for Water Year 2025 – Updated on August 13, 2025 02:48 PM

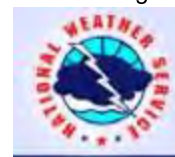
Note: Monthly totals may not add up to seasonal total because of rounding

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



Tulare Basin Precipitation: 6-Station Index, July 17, 2026





[HOME](#) > [Outlook Maps](#) > 8 to 14 Day Outlooks

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8-14 Day outlooks are
issued daily between
3pm & 4pm Eastern
Time.

Please refer to the U.S.
Prognostic Discussion
for an explanation of
terms and symbols
used on these maps.



8 to 14 Day Outlooks

Valid: July 25 to 31, 2026

Updated: 17 Jul 2026

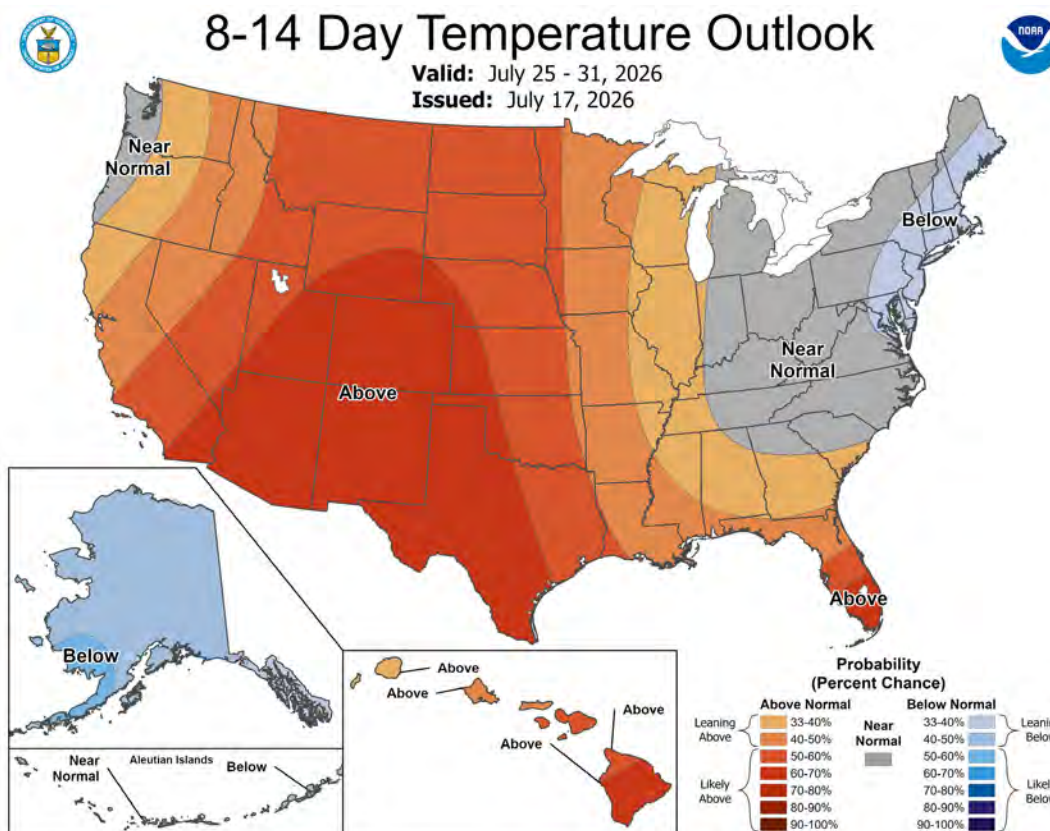
Click below for information about how to read 8-14 day
outlook maps

[Temperature](#) [Precipitation](#)

Click below for archives of past outlooks (data & graphics),
historical analogs to today's forecast, and other formats of
the 8-14 day outlooks

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Temperature Probability



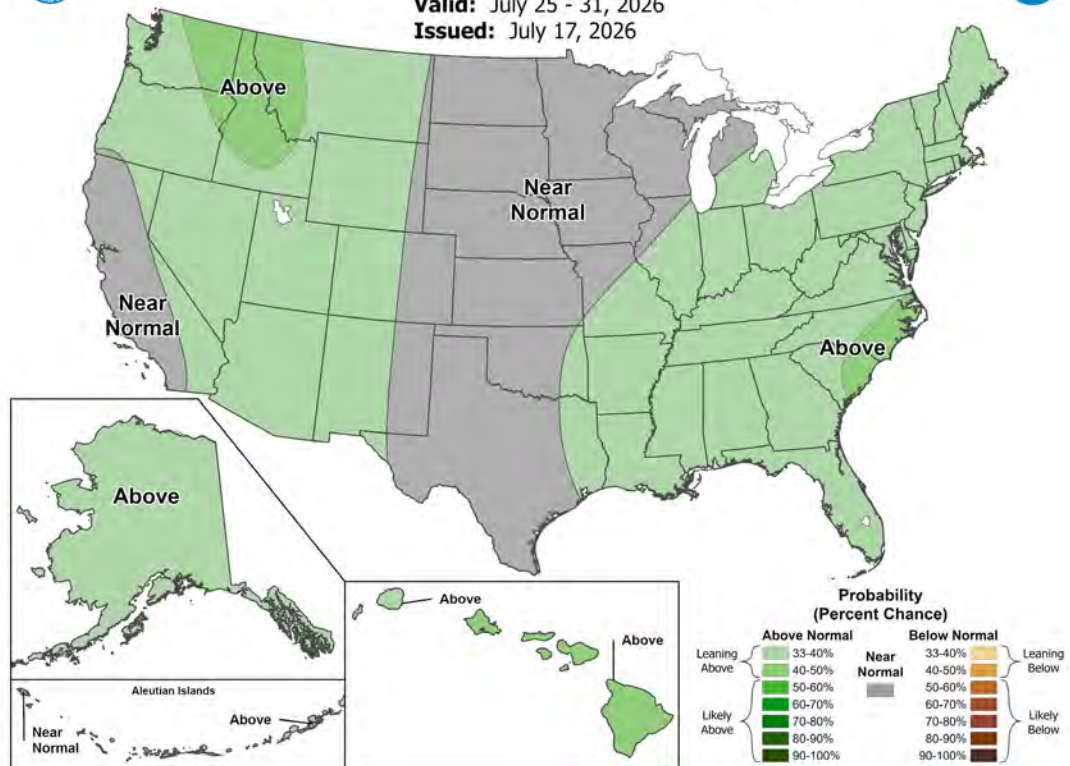
Precipitation Probability



8-14 Day Precipitation Outlook

Valid: July 25 - 31, 2026

Issued: July 17, 2026



Related Topics:

[Prognostic Discussion](#), [500mb Heights and Anomalies](#), [Model Guidance Used](#), [6 to 10 Day Outlooks](#), [Heat Index](#), [Our Mission](#), [Who We Are](#), [CPC Information](#), [CPC Web Team](#)

NOAA/ National Weather Service
National Centers for Environmental Prediction
Climate Prediction Center
5830 University Research Court
College Park, Maryland 20740
Page Author: Climate Prediction Center Internet Team
Page last modified: October 14, 2025

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KERN RIVER WATERMASTER

achianello@krwatermaster.org

To: Kern River Interests

July 9, 2026

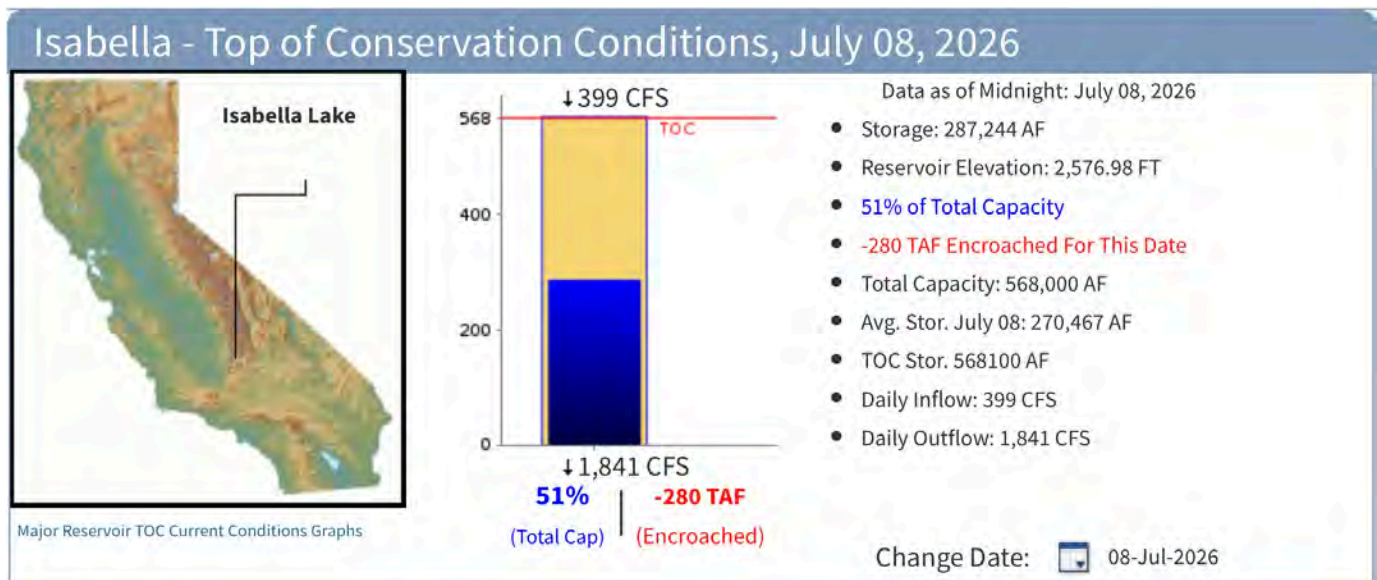
From: Art Chianello
Kern River Watermaster

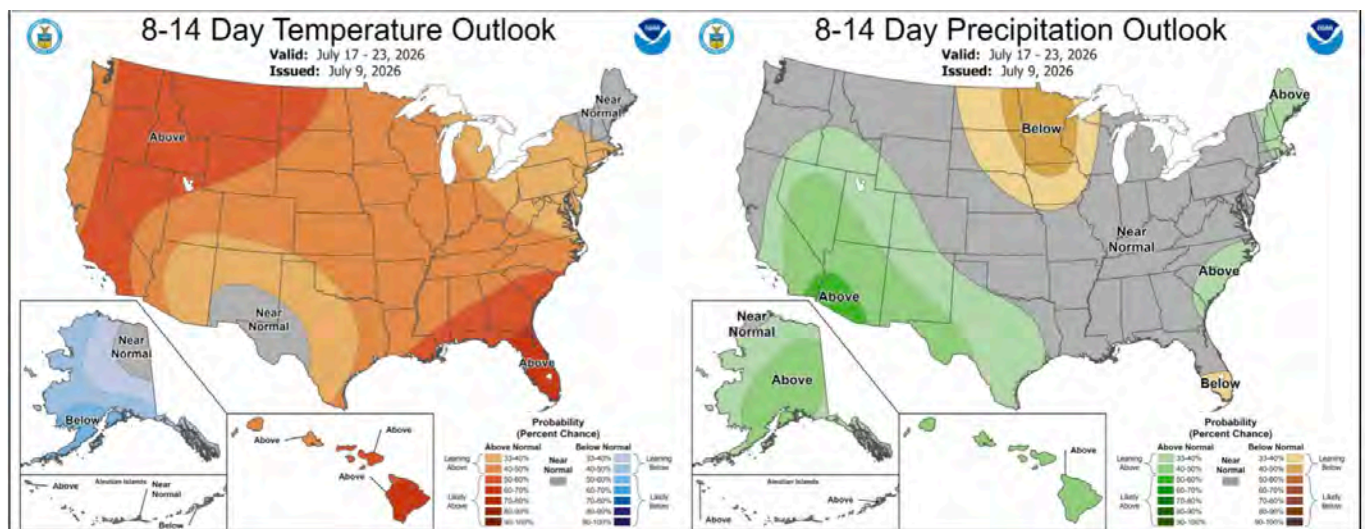
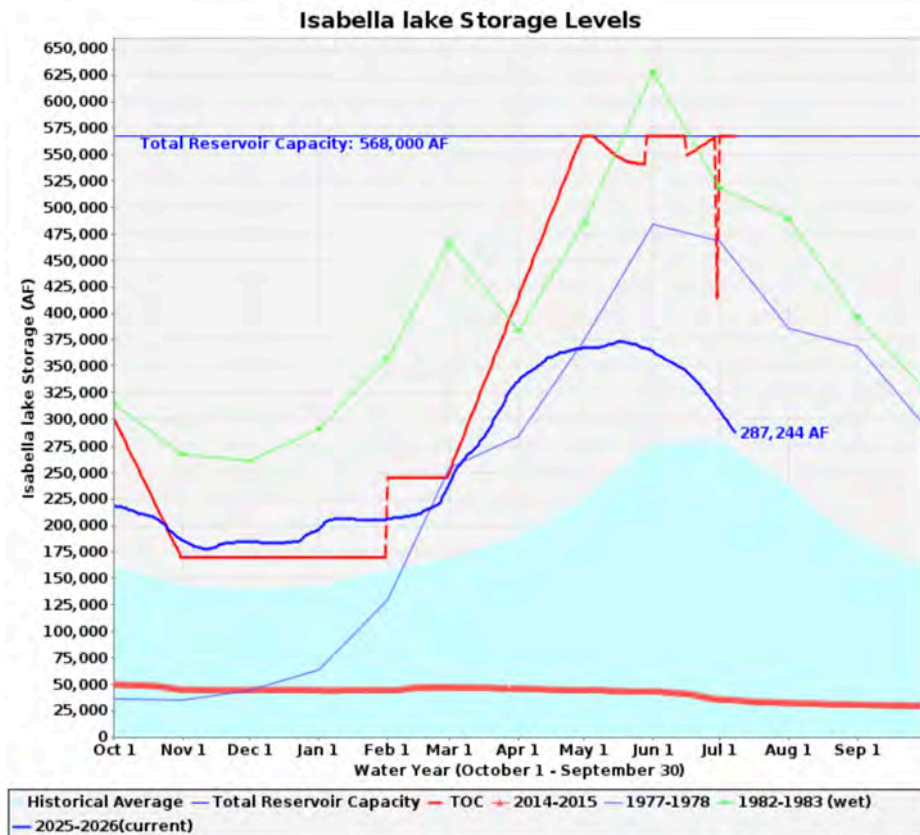
RE: Report of Recent Activities

El Niño Forecast: The National Weather Service's Climate Prediction Center stated on July 9th that El Niño conditions are ongoing and expected to intensify throughout the year. There's a 97% probability that these conditions will persist into early spring 2027. Additionally, there's an 81% chance of a very strong El Niño occurring between October and December.

Kern River Watershed Runoff - The Kern River's inflows into Isabella in percent of historic monthly average for Water Year 2026 are, October 140%, November 143%, December 119%, January 156%, February 120%, March 209%, April 87%, May 51%, and **June 40%**.

Isabella Reservoir Storage - The storage at midnight on July 8th was 287,244 ac-ft. The average storage for this date is 270,467 ac-ft.





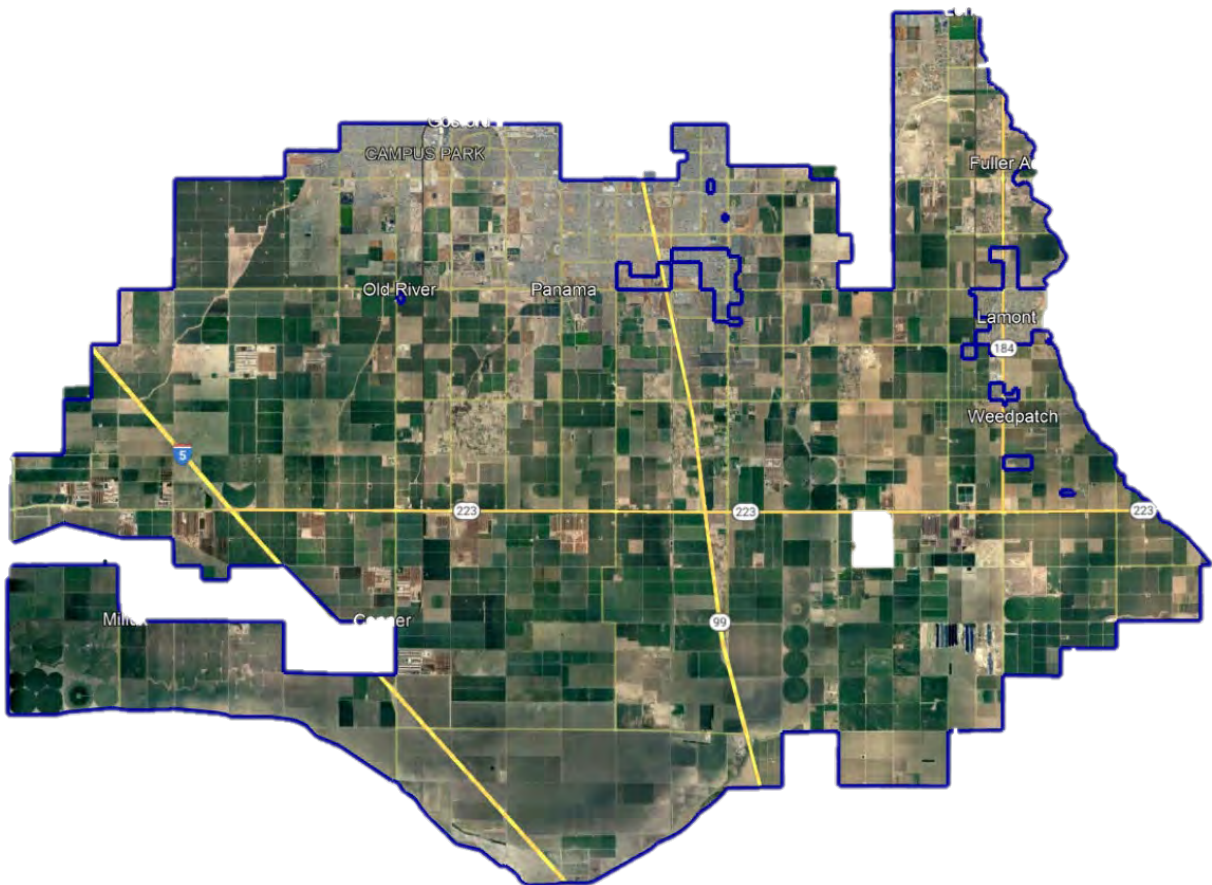
Short Term Forecast - The National Weather Service's Climate Prediction Center forecast for July 17-23, 2026 map shows a probability likely above for temperature and likely above for precipitation.

Record Keeping - I continue to coordinate with Central Records and review daily and monthly reports.

Hydroelectric Projects - I continue to monitor the Kern River no. 1 Hydroelectric Project Relicensing effort.



Monthly Groundwater Report



July 2026

		JAN 2022	JAN 2023	JAN 2024	JAN 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2025	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	MAXIMUM	MINIMUM	AVERAGE		
Northwest Quadrant	30/26-26C	G	207	194	204	204	204	204	R	R	R	R						207	194	203		
	30/26-26G	G	G	201	178	187	202	179	R	R	R	R						202	178	189		
	30/26-27J	G	218	196	202	NR	202	202	R	R	R	R						218	196	204		
	30/26-35N	185	217	184	180	174	172	172	180	183	186	188						217	172	184		
	30/27-31E	224	228	209	209	207	206	215	216	227	228	228						228	206	218		
	31/26-08G	200	NR	168	203	165	202	208	204	201	200	201						208	165	195		
	31/26-10J	205	216	201	205	201	201	202	205	R	R	R						216	201	205		
	31/27-06C	215	228	210	209	206	210	206	226	226	231	231						231	206	218		
	31/27-07B	235	207	197	184	181	179	183	191	208	201	201						235	179	197		
	MONTHLY AVG	211	217	196	197	191	198	197	204	209	209	210										
	MAXIMUM DEPTH TO WATER NW (running average for all data last 5 years)																		235			
	MINIMUM DEPTH TO WATER NW (running average for all data last 5 years)																		165			
	AVERAGE DEPTH TO WATER NW (running average for all data last 5 years)																		202			

G = gated well, unable to access

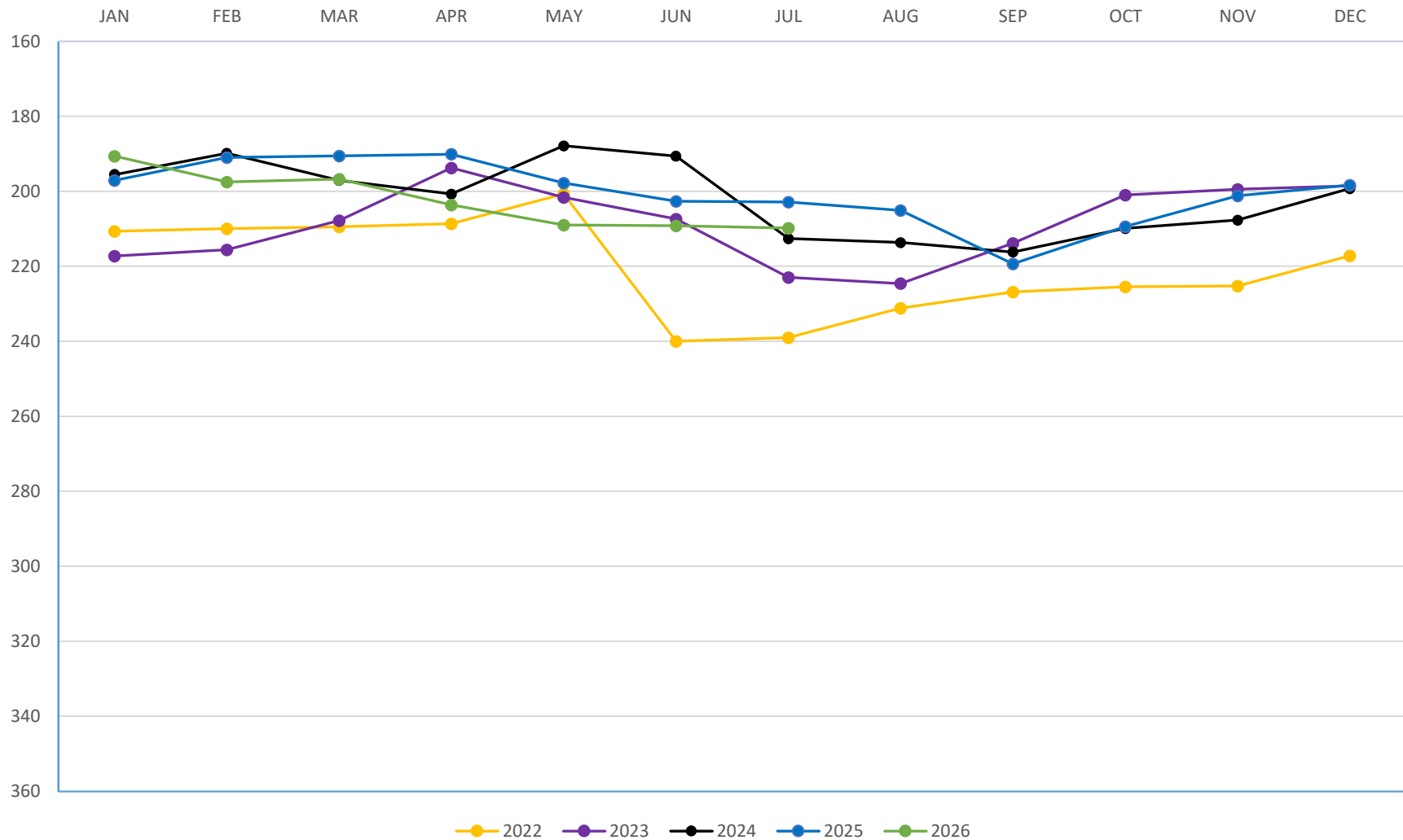
R = running well, no measurement taken

NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

2026

NORTHWEST



G = gated well, unable to access

R = running well, no measurement taken

NR = temporary 'no reading', no measurement taken

yellow shading = inactive well

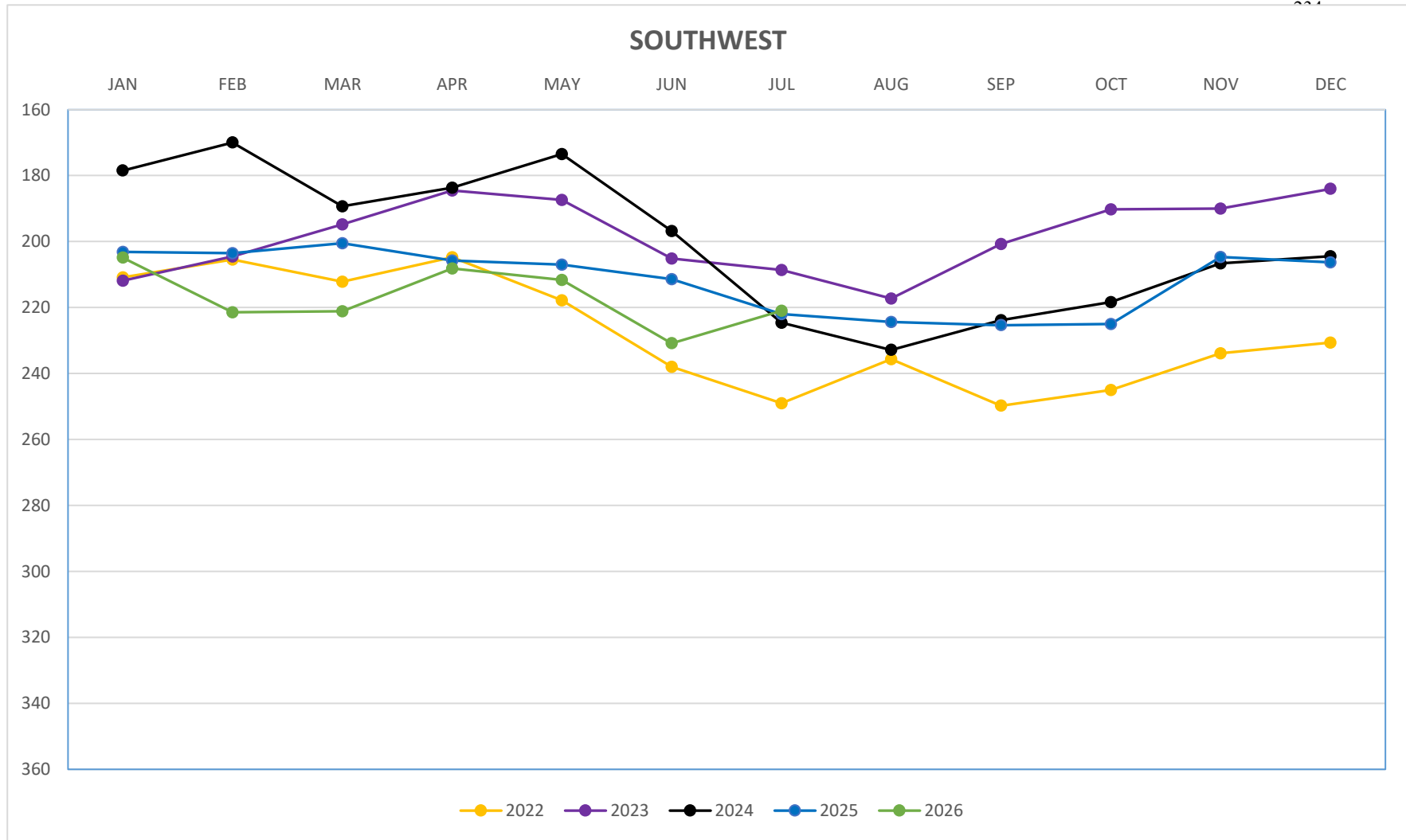
		JAN 2022	JAN 2023	JAN 2024	JAN 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	MAXIMUM	MINIMUM	AVERAGE
Southwest Quadrant	31/26-13N	206	215	191	203	203	201	201	217	217	221	225						225	191	209
	31/26-15J	205	211	186	203	201	202	203	208	R	R	NR						211	186	202
	31/26-16P	200	207	181	201	202	202	200	R	202	R	227						227	181	202
	31/26-17Q	202	NR	188	211	213	202	216	213	R	R	211						216	188	207
	31/26-21N	228	215	180	206	203	200	206	204	221	228	231						231	180	211
	31/26-30G	234	200	152	203	NR	294	316	R	R	296	R						316	152	242
	31/27-18D01	222	222	190	201	206	202	R	R	221	228	232						232	190	214
	32/26-08J	200	213	NR	200	206	206	206	206	207	208	206						213	200	206
	32/27-07N	201	NR	160	200	NR	284	NR	201	202	204	215						284	160	208
	MONTHLY AVG	211	212	179	203	205	221	221	208	212	231	221								
	MAXIMUM DEPTH TO WATER SW (running average for all data last 5 years)																		316	
	MINIMUM DEPTH TO WATER SW (running average for all data last 5 years)																		152	
	AVERAGE DEPTH TO WATER SW (running average for all data last 5 years)																		211	

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yellow shading = inactive well



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		JAN 2022	JAN 2023	JAN 2024	JAN 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	MAXIMUM	MINIMUM	AVERAGE
North-Central Quadrant	30/28-29B	231	240	NR	224	233	232	232	238	241	248	253						253	224	237
	31/27-01L	170	219	212	205	214	210	215	229	224	232	234						234	170	215
	31/27-04A	182	186	174	168	NR	NR	NR	NR	NR	NR	NR						186	168	178
	31/27-05J	230	214	209	206	201	201	210	230	230	227	200						230	200	214
	31/27-10B	210	210	208	204	201	201	204	218	217	R	R						218	201	208
	31/27-12Q	174	172	149	140	139	138	138	140	139	141	141						174	138	146
	31/28-08A	264	256	232	250	248	247	236	248	263	271	253						271	232	252
	MONTHLY AVG	209	214	197	200	206	205	206	217	219	224	216								
	MAXIMUM DEPTH TO WATER N-C (running average for all data last 5 years)																		271	
	MINIMUM DEPTH TO WATER N-C (running average for all data last 5 years)																		138	
	AVERAGE DEPTH TO WATER N-C (running average for all data last 5 years)																		210	

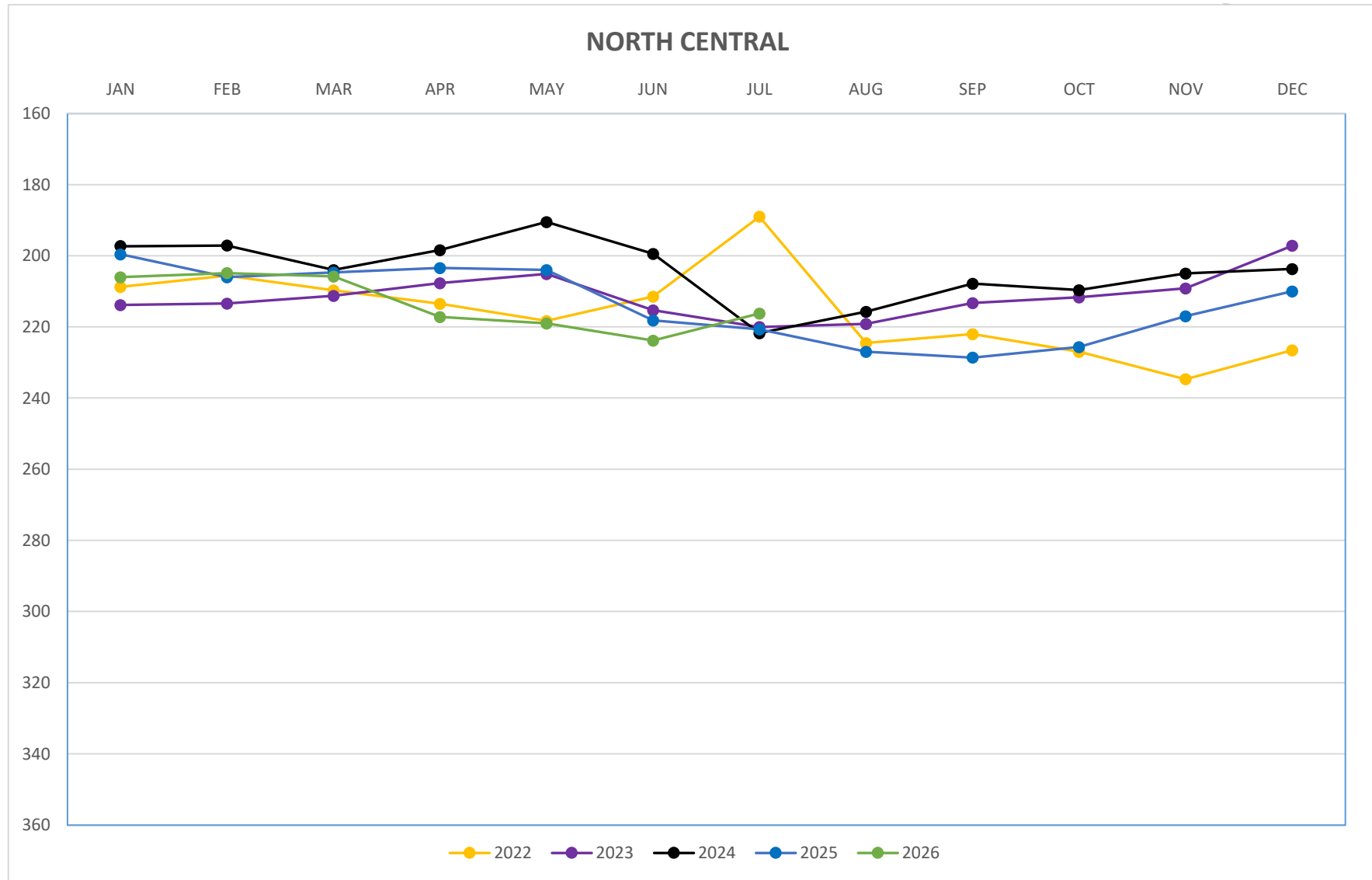
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2026



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		JAN 2022	JAN 2023	JAN 2024	JAN 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	MAXIMUM	MINIMUM	AVERAGE
South-Central Quadrant	31/27-20H	213	203	162	189	251	256	254	NR	244	259	245						259	162	228
	31/27-21M	220	NR	189	189	NR	NR	206	R	R	233	230						233	189	211
	31/28-20D	202	203	NR	278	265	261	NR	R	285	285	286						286	202	258
	32/27-15B	201	338	NR	225	224	215	214	239	205	219	239						338	201	232
	32/28-19A	255	NR	242	230	222	234	234	NR	278	286	290						290	222	252
	32/28-05A	214	243	217	223	201	228	213	NR	267	275	264						275	201	235
	32/28-05B	221	215	210	205	202	193	207	212	237	240	246						246	193	217
	32/28-08R	255	NR	235	222	214	208	204	NR	249	241	273						273	204	233
	MONTHLY AVG	223	240	209	220	226	228	219	226	252	255	259								
	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)																		162	
	AVERAGE DEPTH TO WATER S-C (running average for all data last 5 years)																		233	

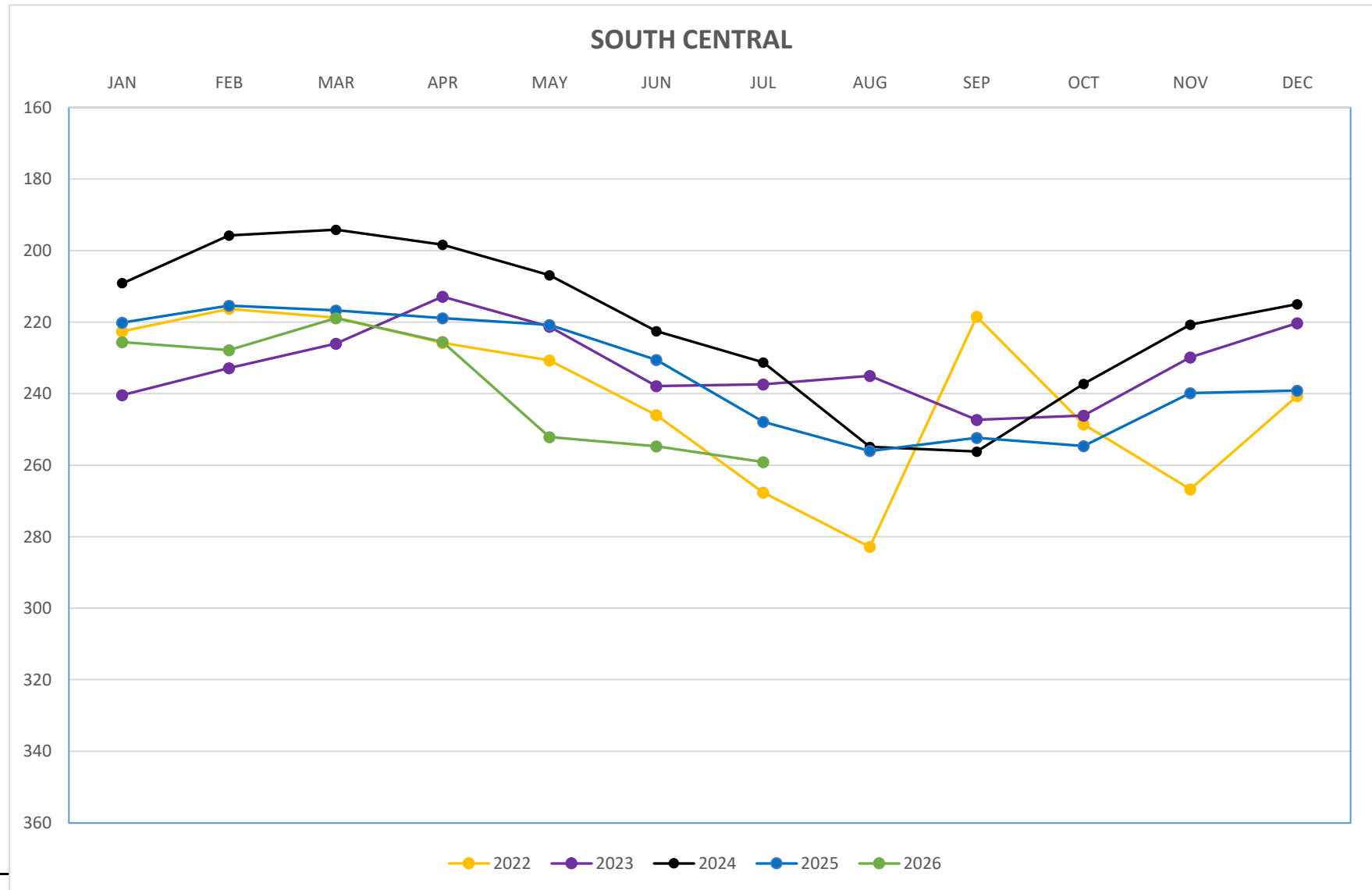
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2026



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		JAN 2022	JAN 2023	JAN 2024	JAN 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	MAXIMUM	MINIMUM	AVERAGE
Northeast Quadrant	30/28-11F	272	NR	280	277	NR	275	276	280	286	283	288						288	272	280
	30/28-13C	320	313	317	333	319	317	R	321	R	R	R						333	313	320
	30/28-26R	NR	NR	306	295	297	296	295	297	304	R	R						306	295	299
	30/28-36A	NR	334	336	325	327	324	327	328	NR	334	NR						336	324	329
	30/29-31C	344	347	344	337	340	338	338	321	344	345	347						347	321	340
	31/28-10A	265	269	265	259	260	260	265	267	270	278	282						282	259	267
	31/28-12P	NR	302	NR	291	300	298	297	305	305	312	R						312	291	301
	MONTHLY AVG	300	313	308	302	307	301	300	303	302	310	306								
	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)																		259	
	AVERAGE DEPTH TO WATER NE (running average for all data last 5 years)																		305	

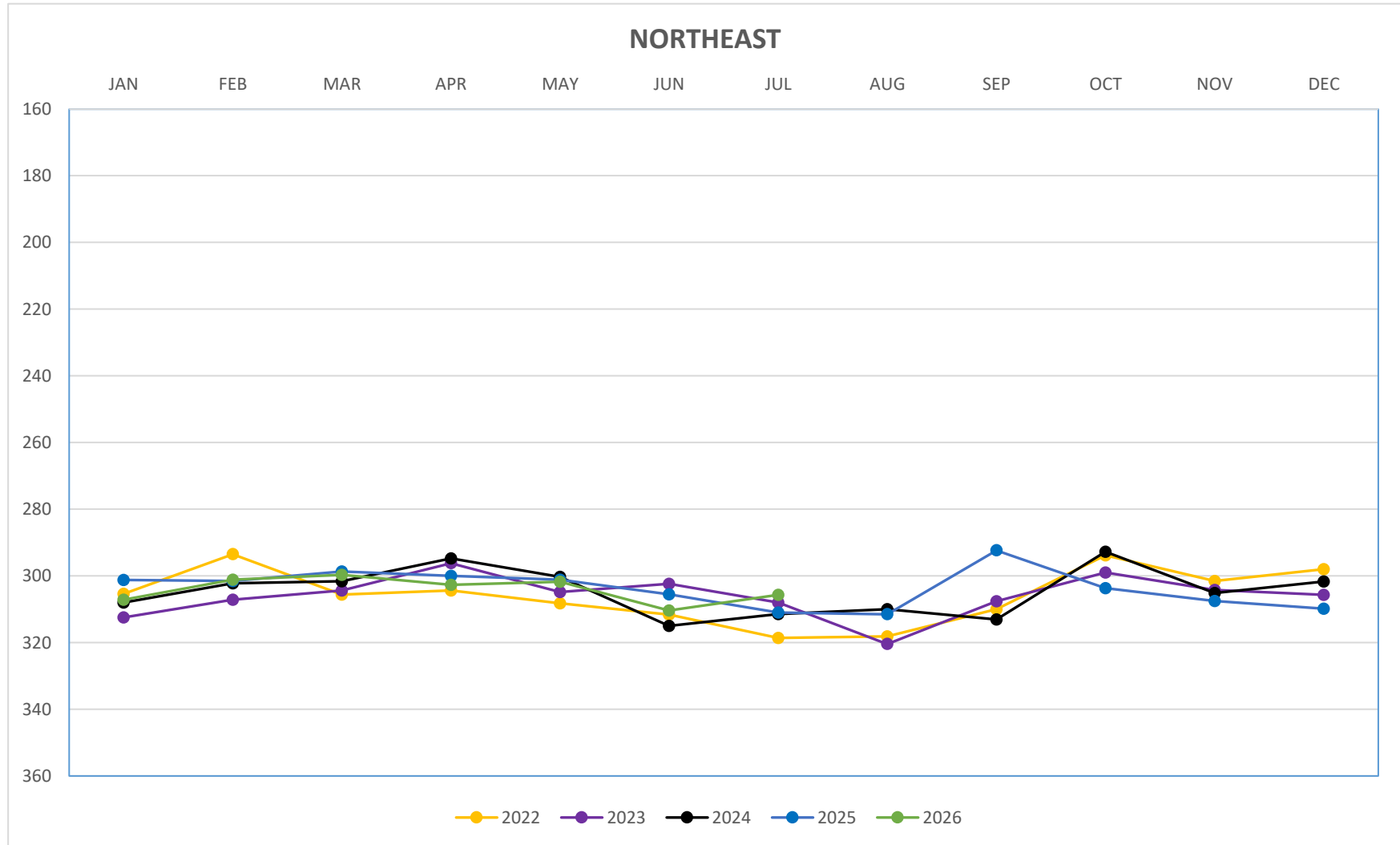
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2026



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		JAN 2022	JAN 2023	JAN 2024	JAN 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	MAXIMUM	MINIMUM	AVERAGE
Southeast Quadrant	31/28-13H2	290	299	296	285	279	284	282	NR	R	284	284						299	279	287
	31/28-14D	247	245	243	237	241	244	231	248	246	247	254						254	231	244
	31/28-23H	276	313	300	314	NR	NR	NR	NR	R	R	R						314	276	301
	31/28-34H	203	213	224	216	202	202	204	209	230	253	205						253	202	215
	31/29-28C	NR	201	NR	NR	205	202	200	201	210	208	204						210	200	204
	31/29-30H	353	333	324	325	321	320	324	334	R	346	360						360	320	334
	31/29-33D	239	347	341	338	343	322	334	342	344	348	353						353	239	332
	32/28-14F	NR	NR	243	NR	NR	NR	NR	NR	NR	NR	NR						243	243	243
	32/28-15R	314	298	R	NR	294	272	296	NR	R	NR	R						314	272	295
	32/28-01P	207	NR	196	190	NR	279	282	NR	211	204	202						282	190	221
	32/29-06P	NR	198	190	184	184	188	187	200	188	212	215						215	184	195
	MONTHLY AVG	266	272	262	261	259	257	260	256	238	263	260								
	MAXIMUM DEPTH TO WATER SE (running average for all data last 5 years)																	360		
	MINIMUM DEPTH TO WATER SE (running average for all data last 5 years)																	184		
	AVERAGE DEPTH TO WATER SE (running average for all data last 5 years)																	260		

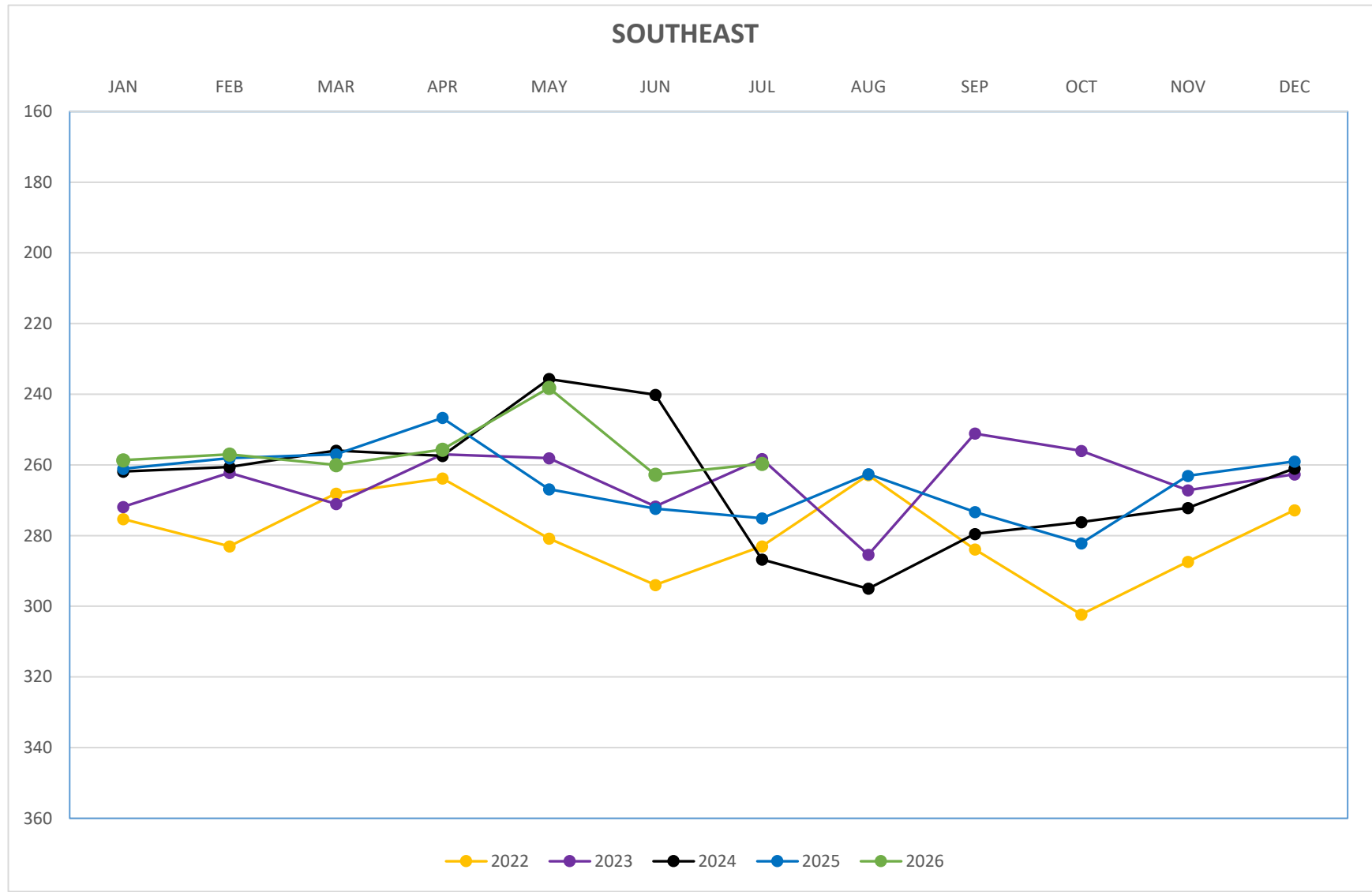
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2026



G = gated well, unable to access

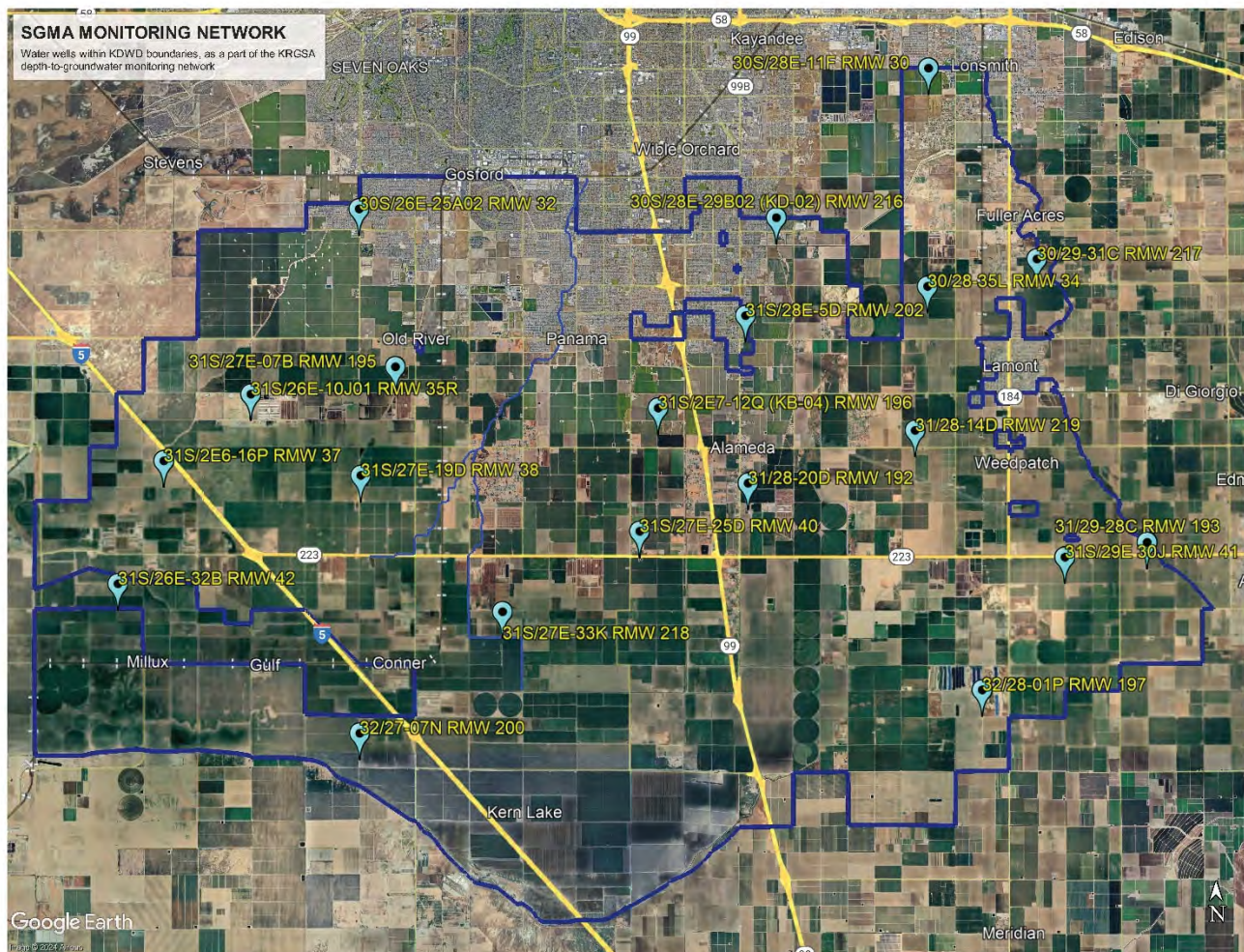
R = running well, no measurement taken

NR = temporary 'no reading', no measurement taken

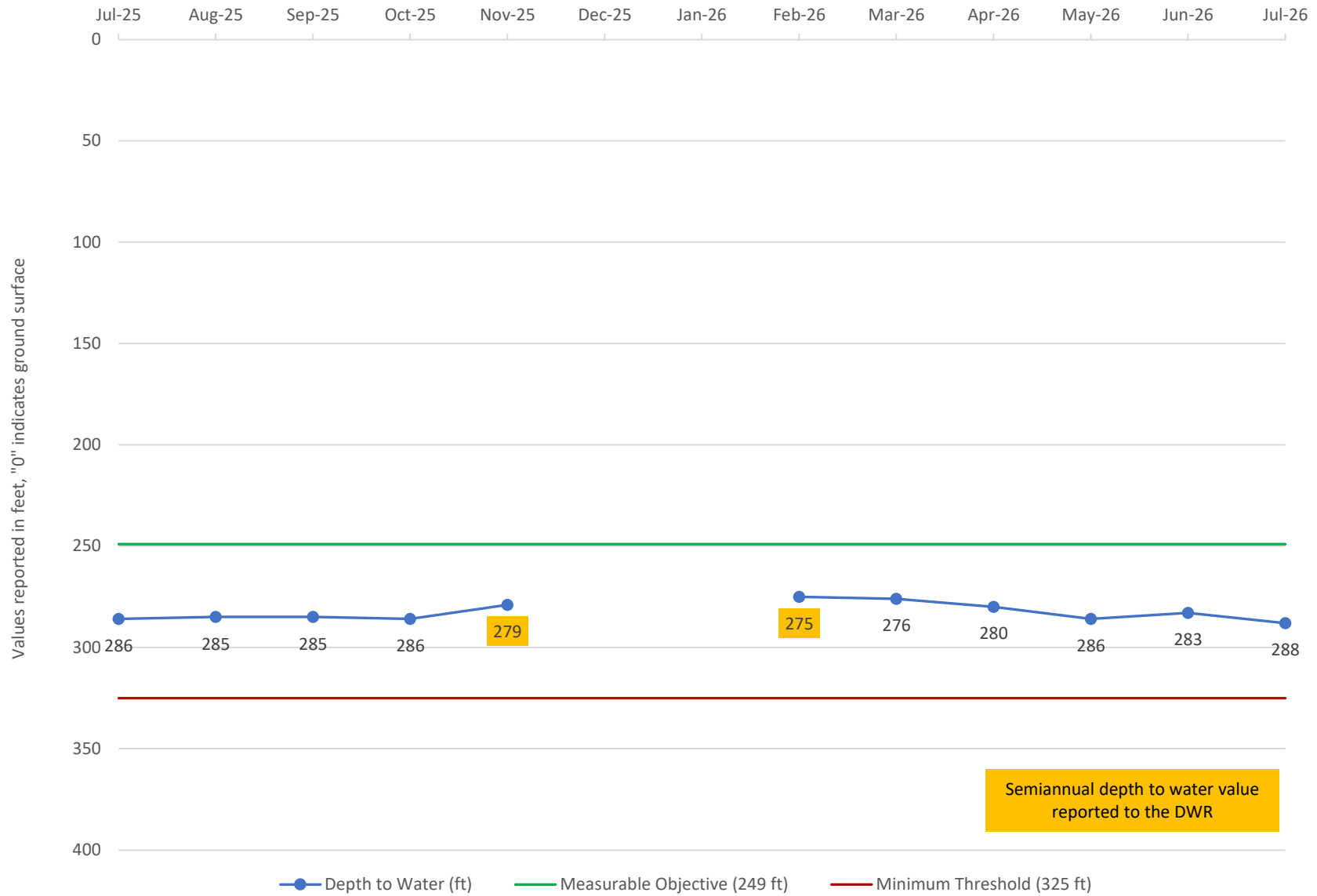
yellow shading = inactive well



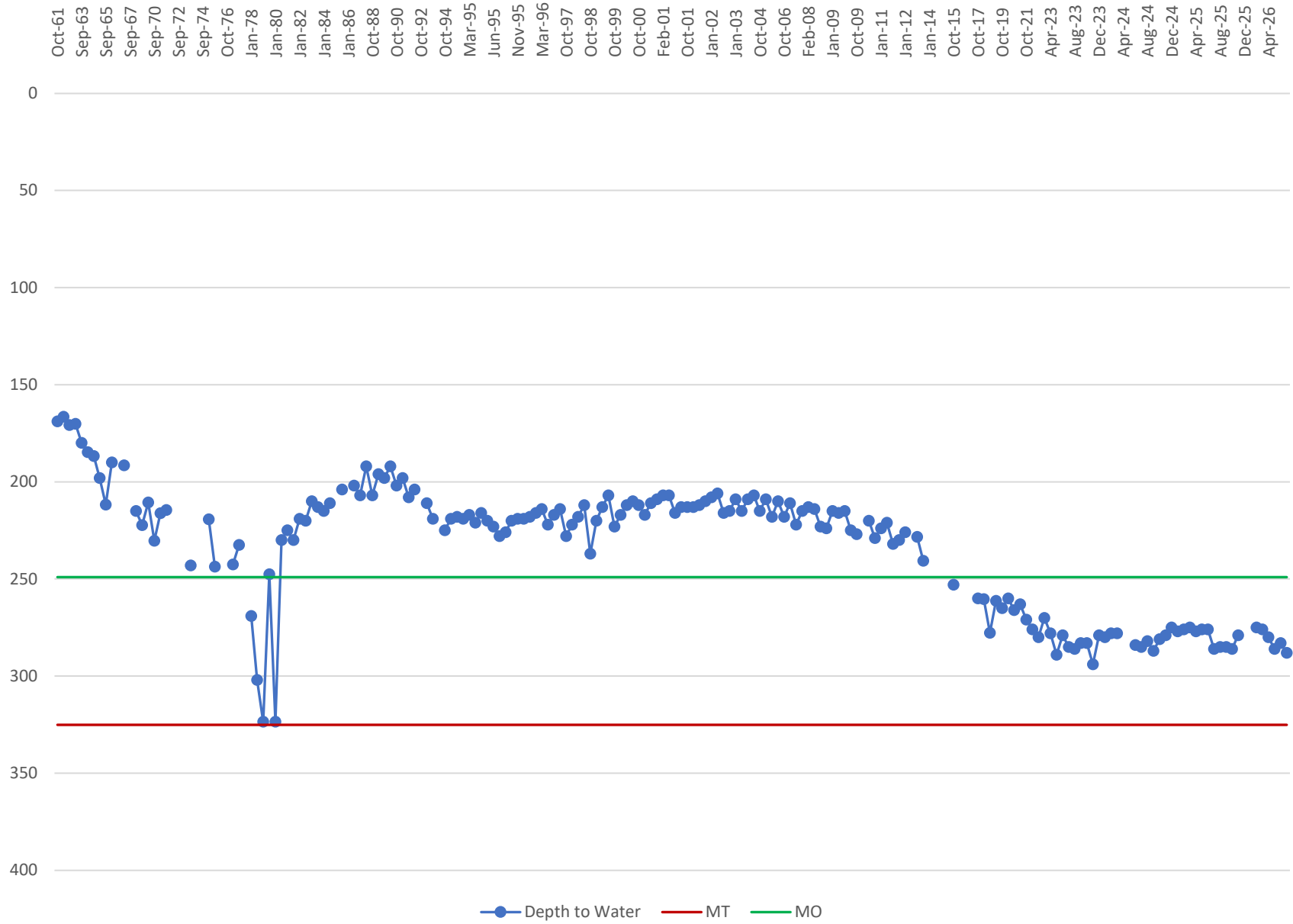
Monthly SGMA Wells Monitoring Report



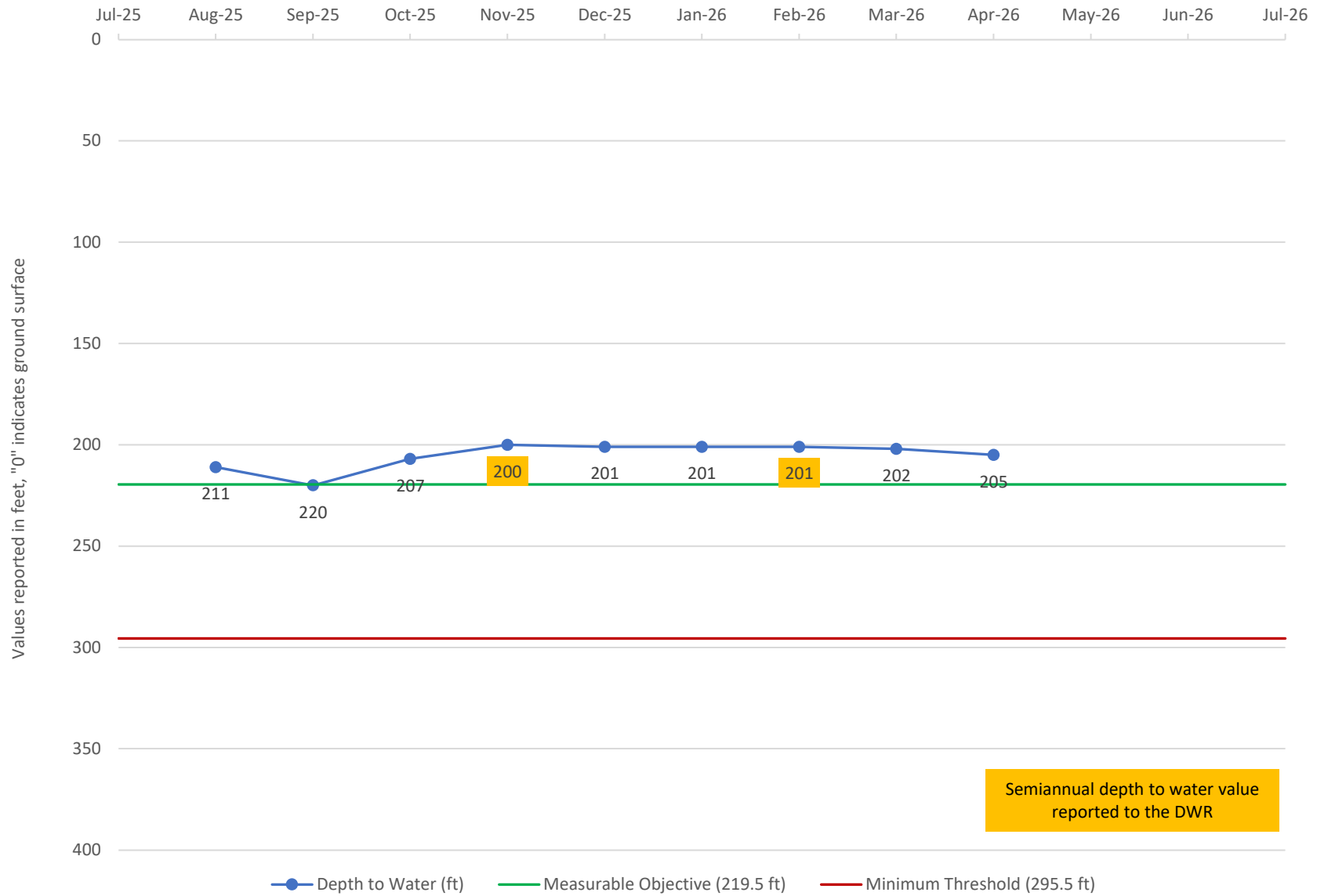
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-030 30S/28E-11F



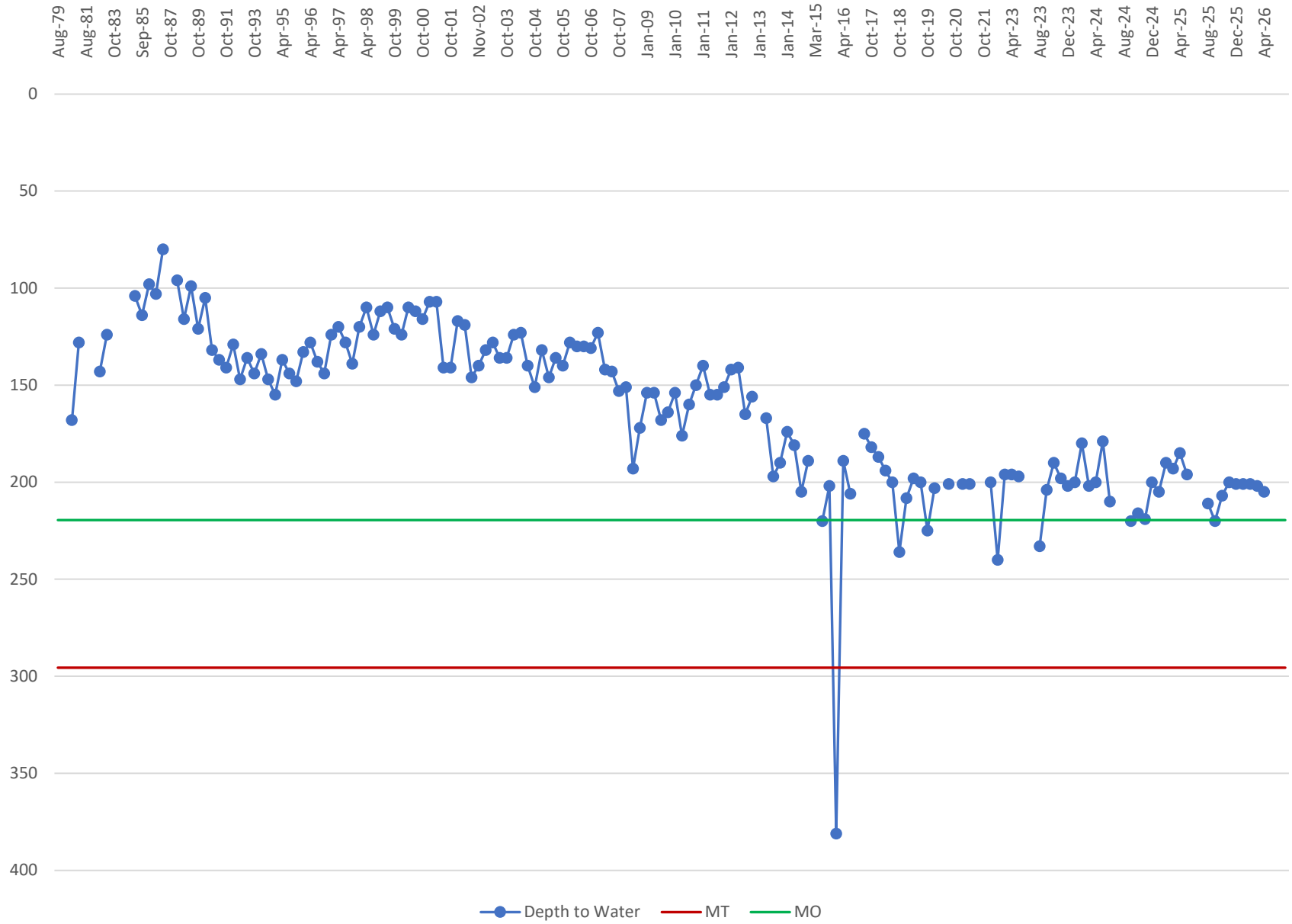
RMW-030 Long-term



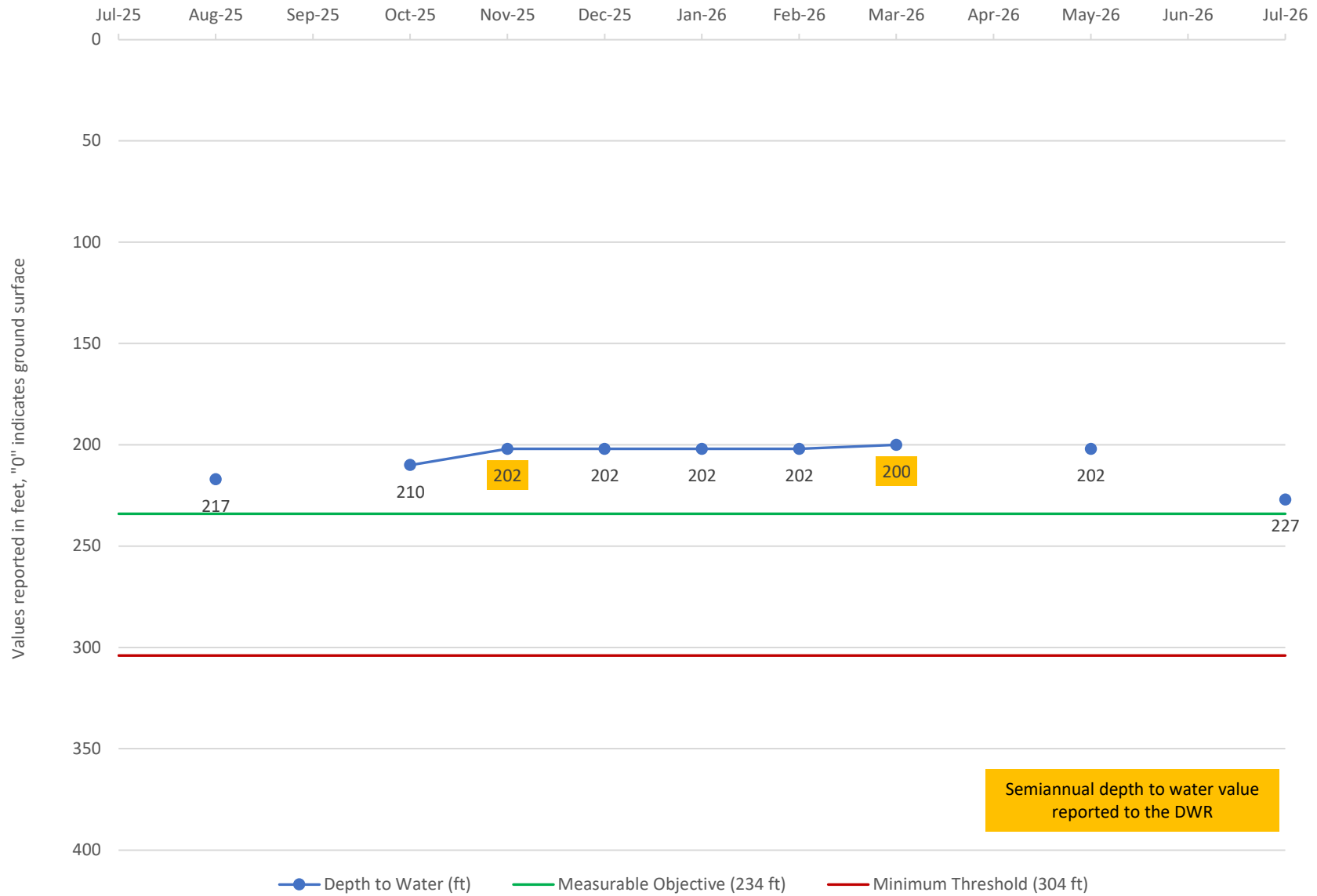
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-035R 31S/26E-10J



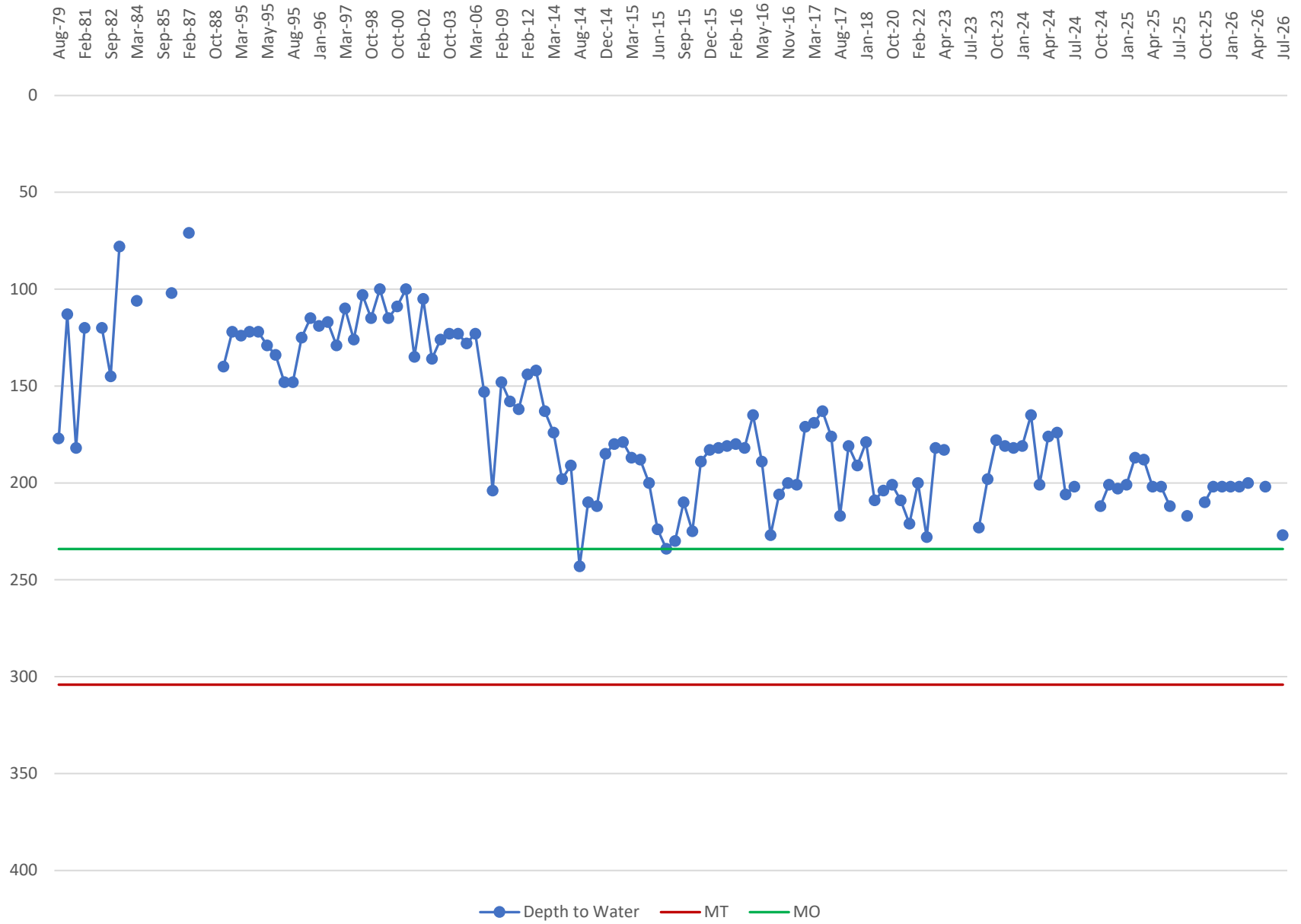
RMW-035R Long-term



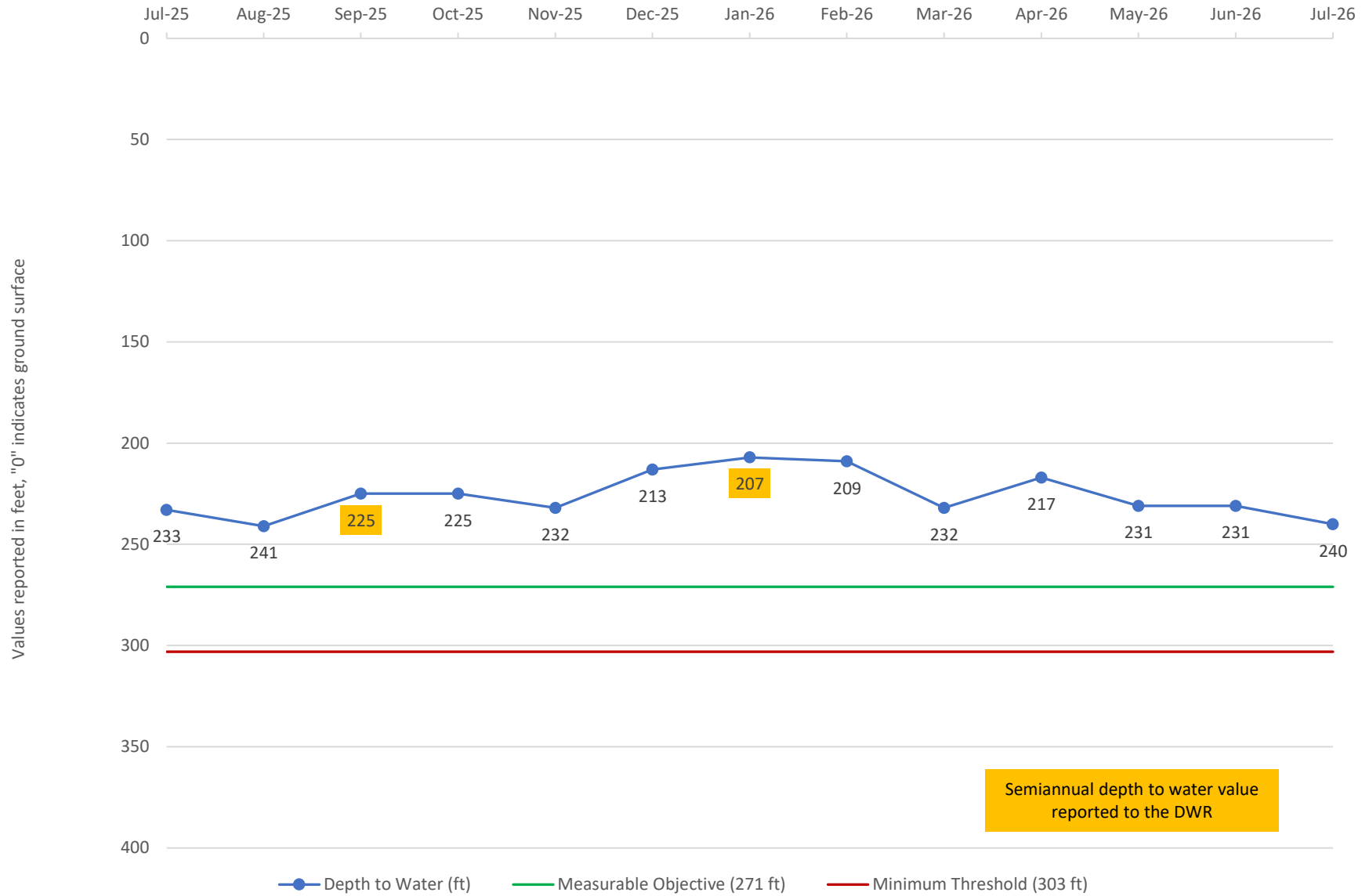
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-037 31S/26E-16P



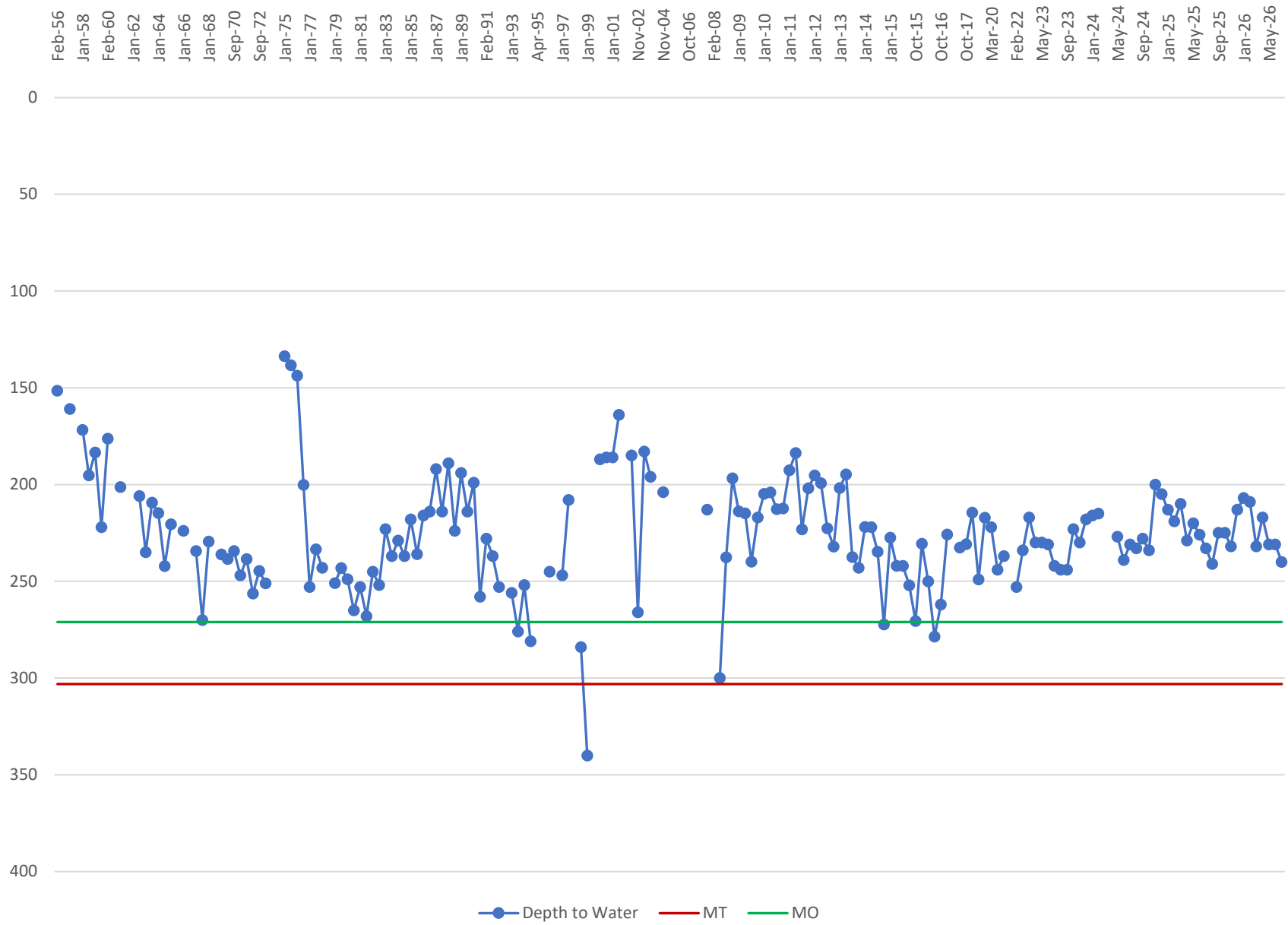
RMW-037 Long-term



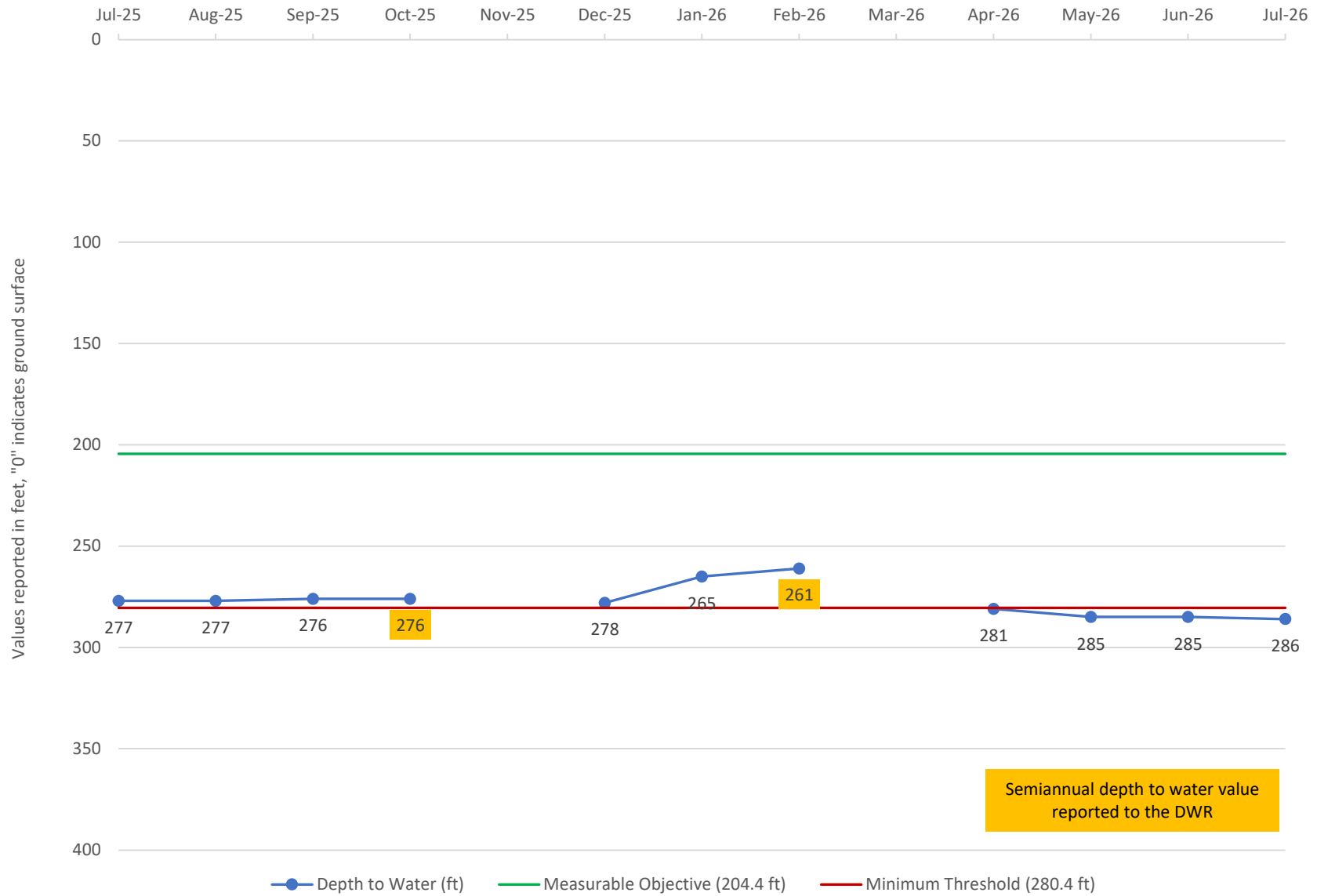
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-041 31S/29E-30J



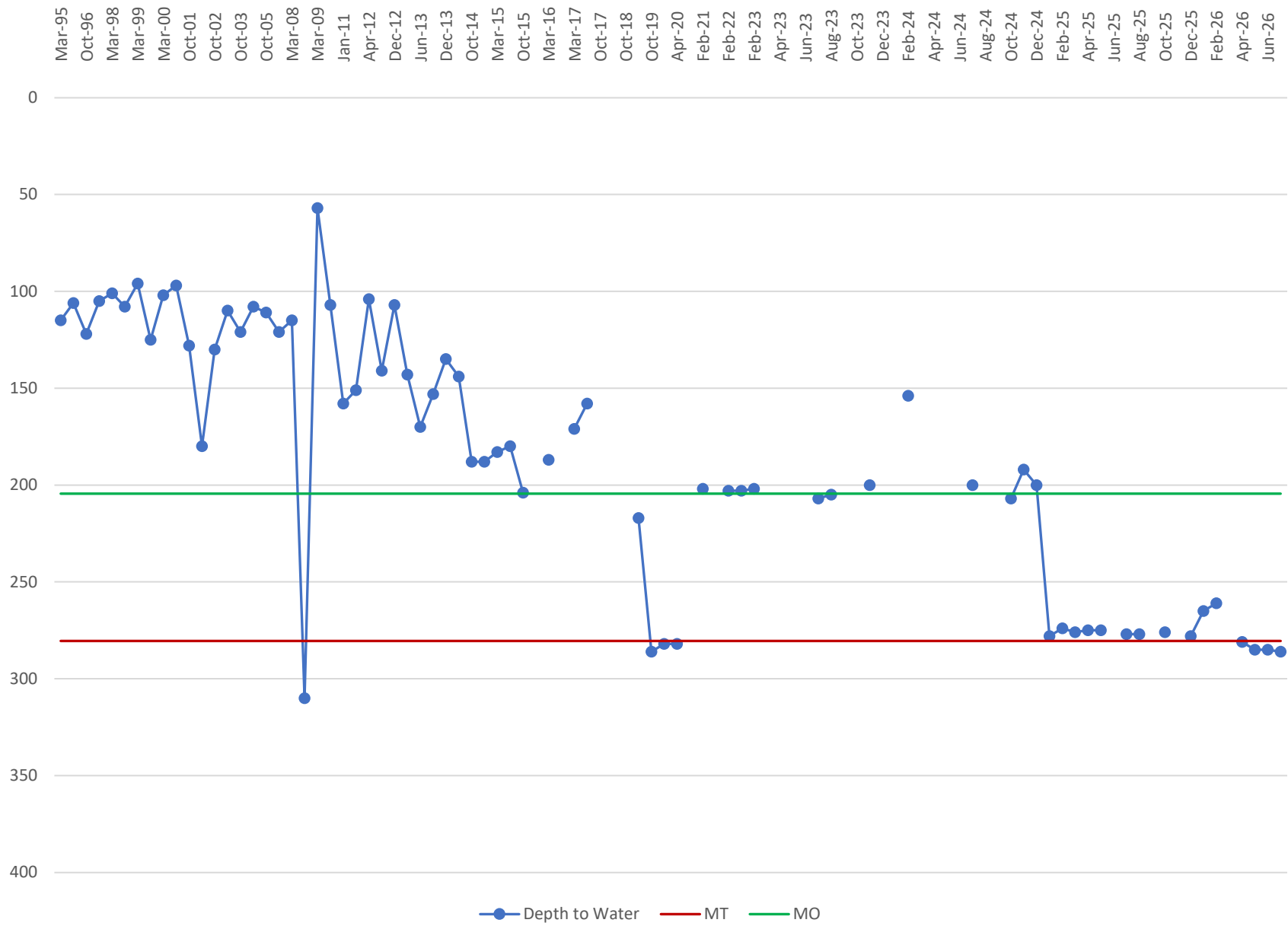
RMW-041 Long-term



Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-192 31S/28E-20D



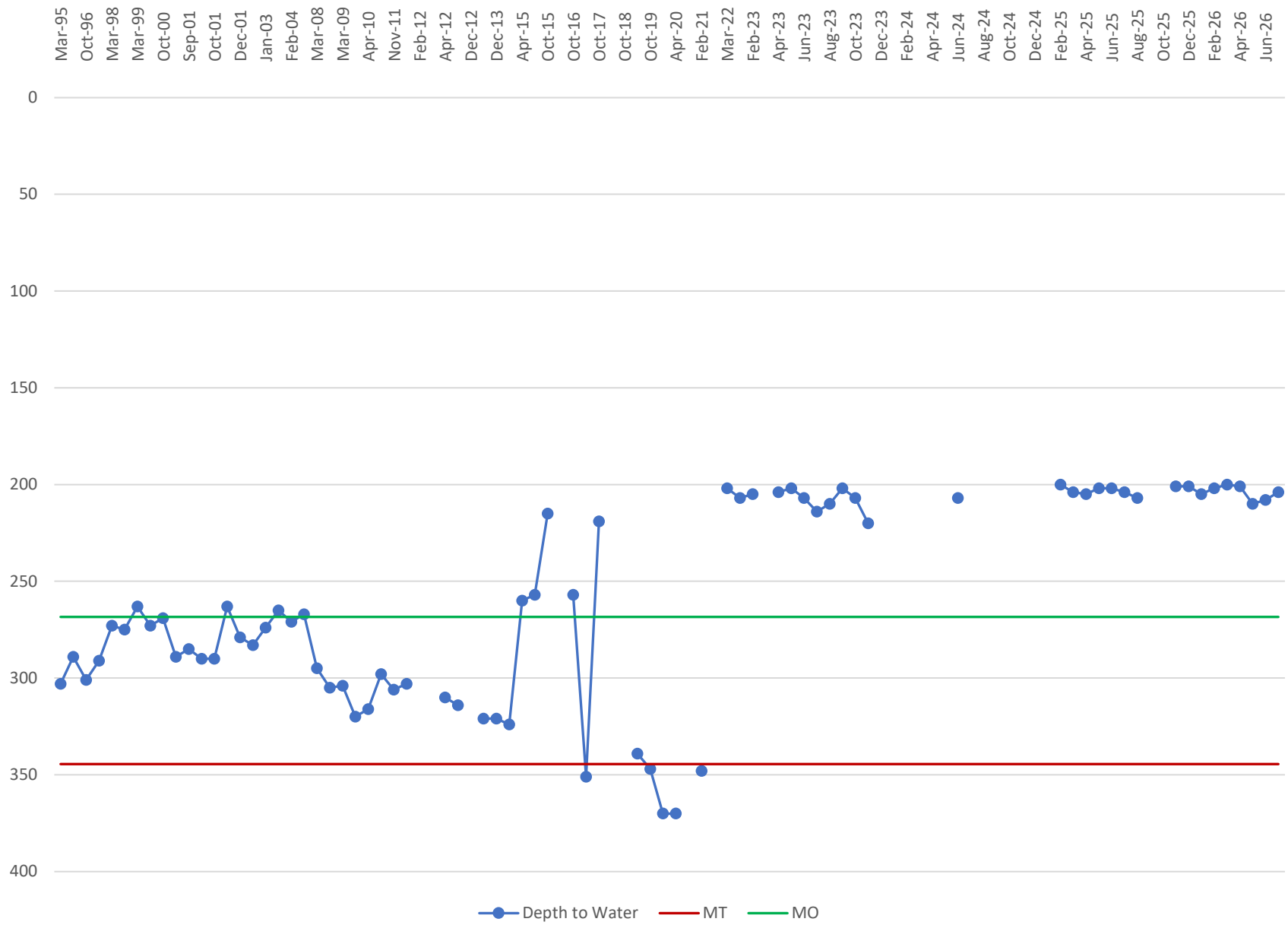
RMW-192 Long-term



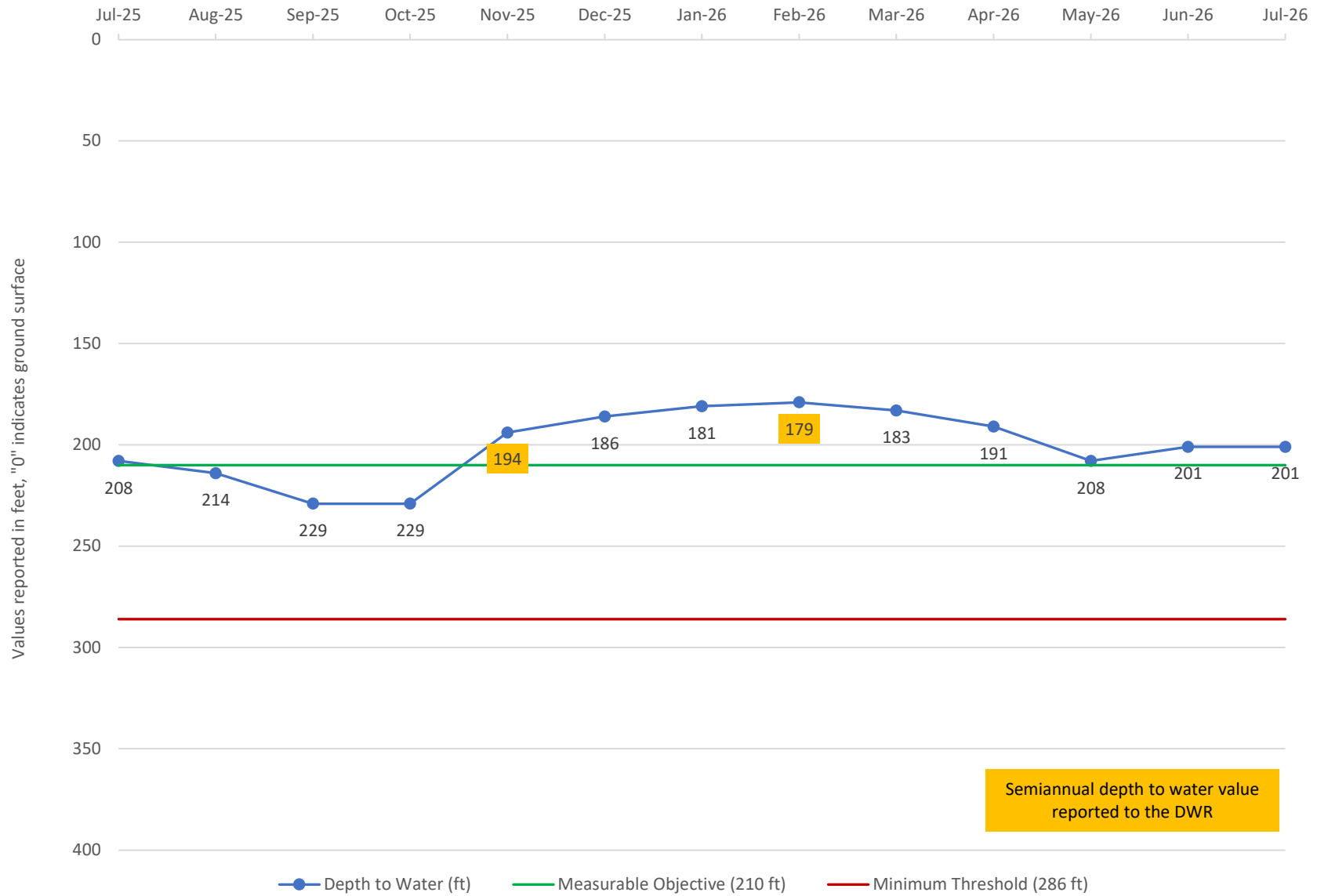
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-193 31S/29E-28C



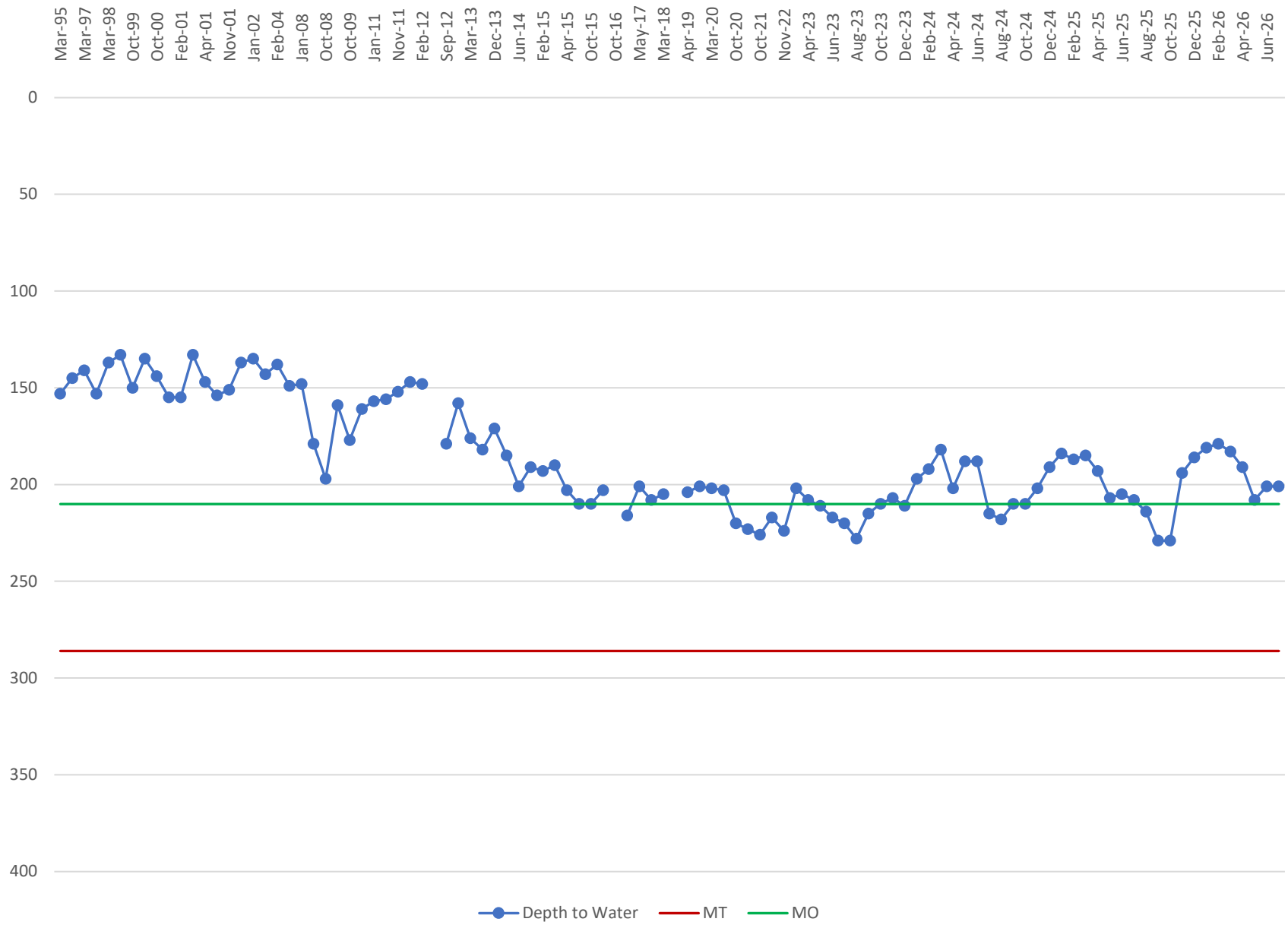
RMW-193 Long-term



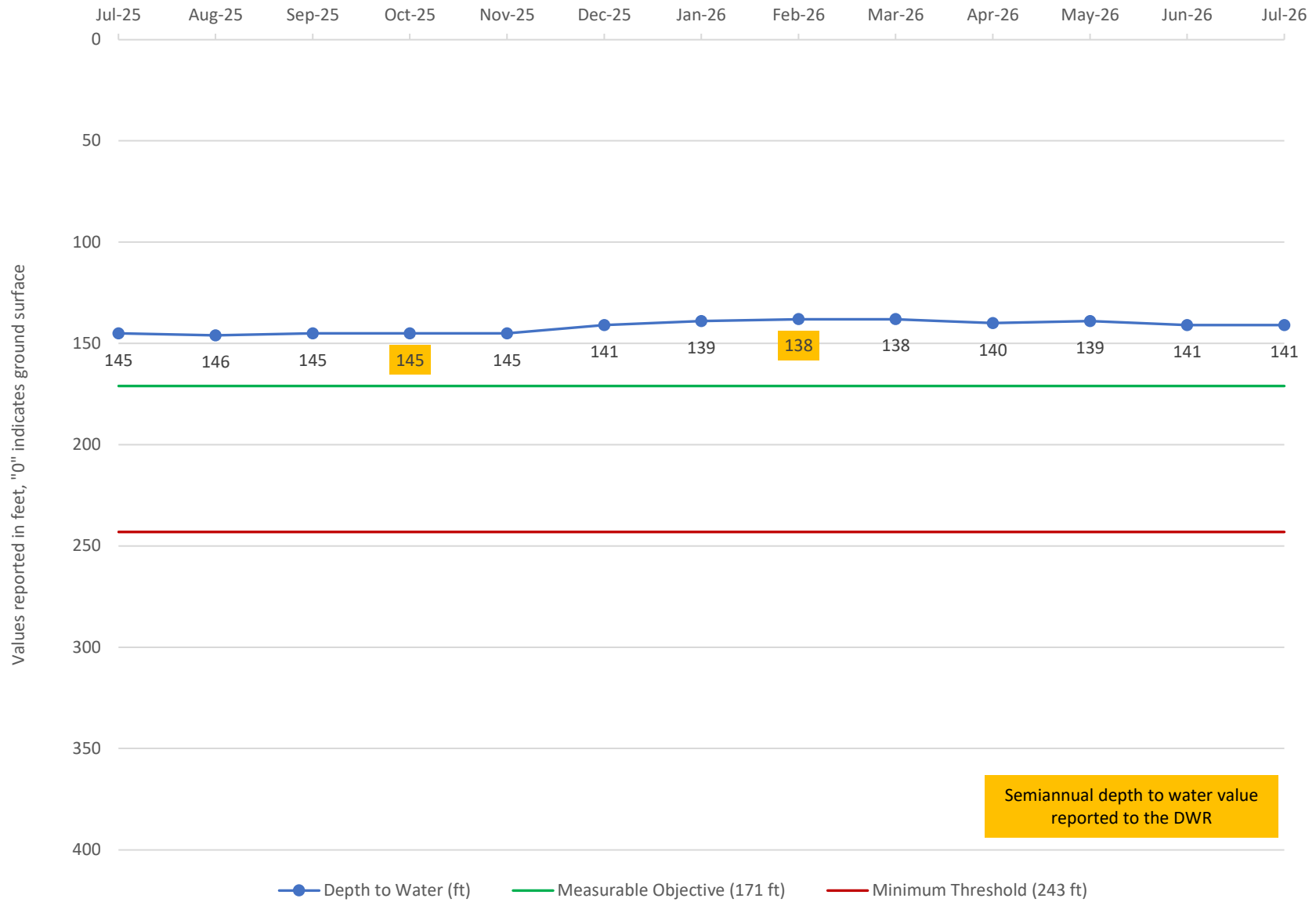
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-195 31S/27E-07B



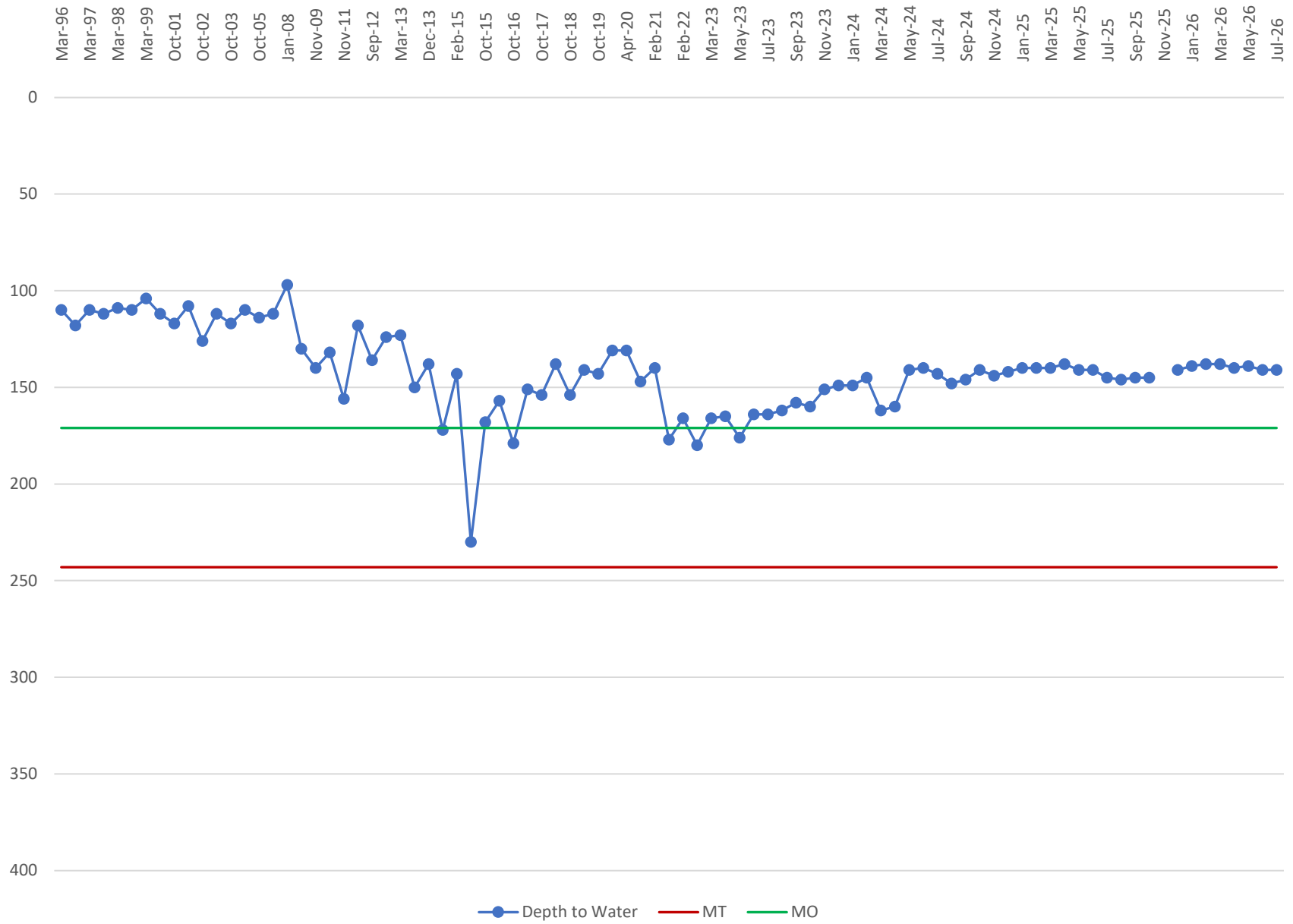
RMW-195 Long-term



Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-196 31S/27E-12Q



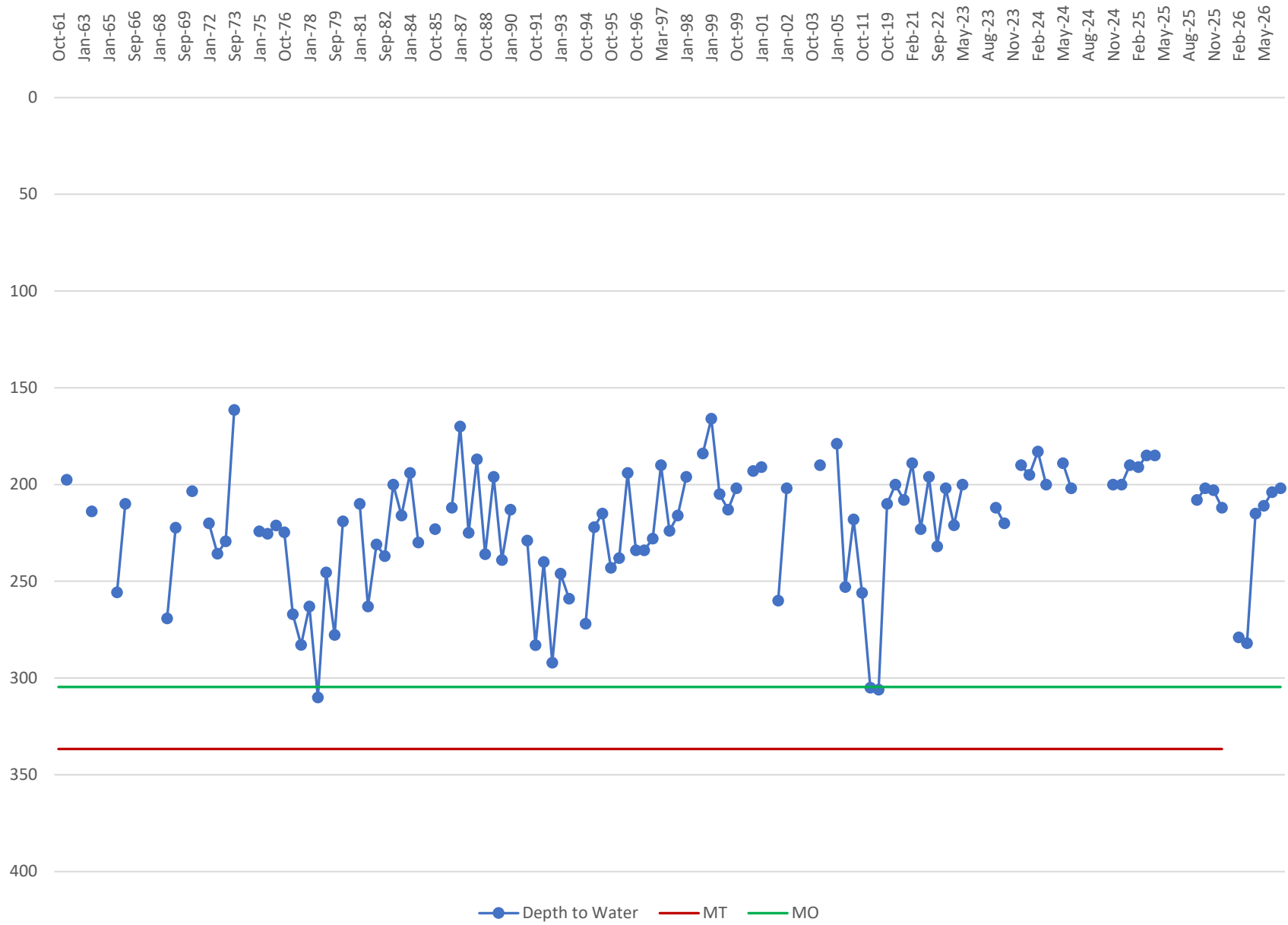
RMW-196 Long-term



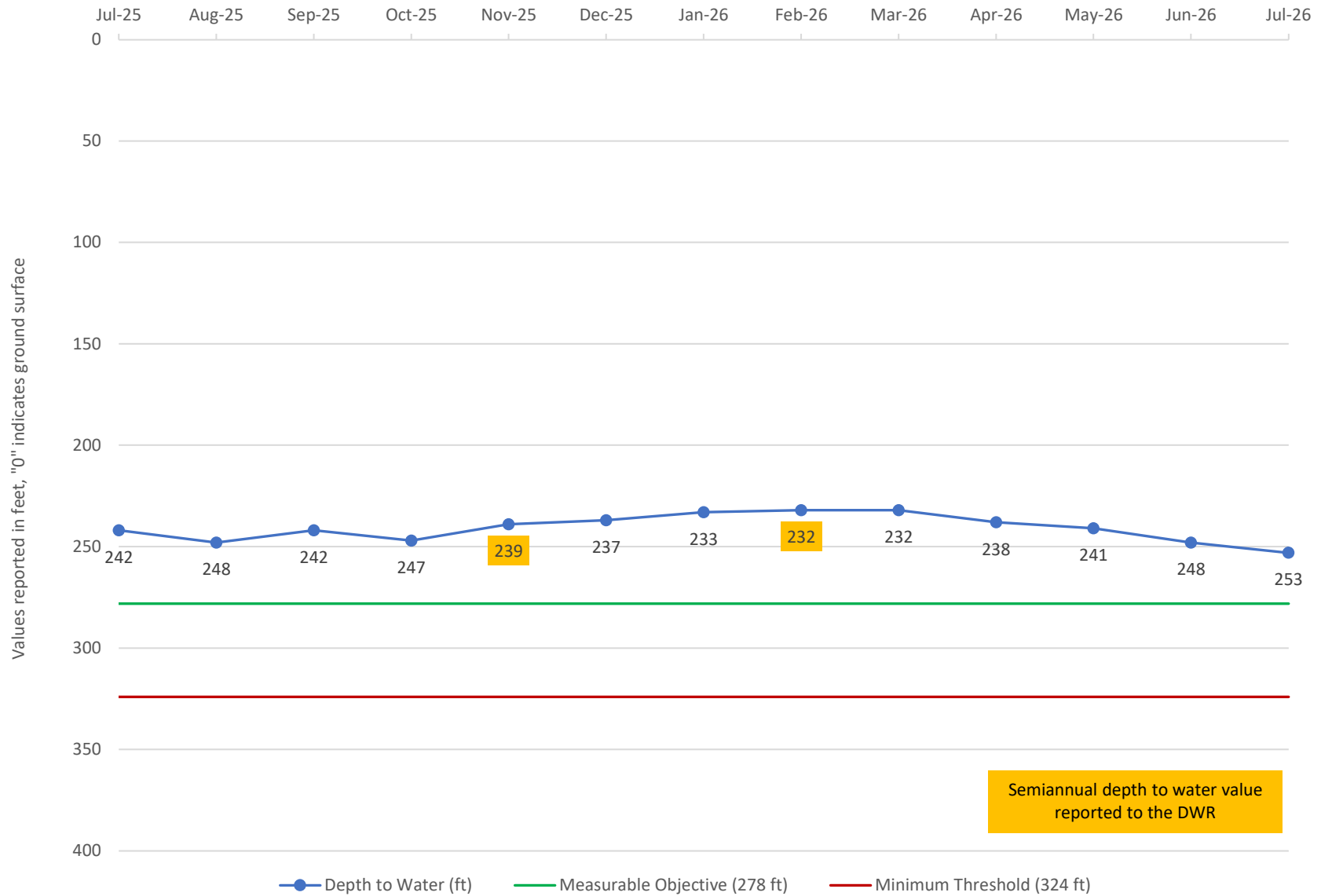
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-197 32S/28E-01P



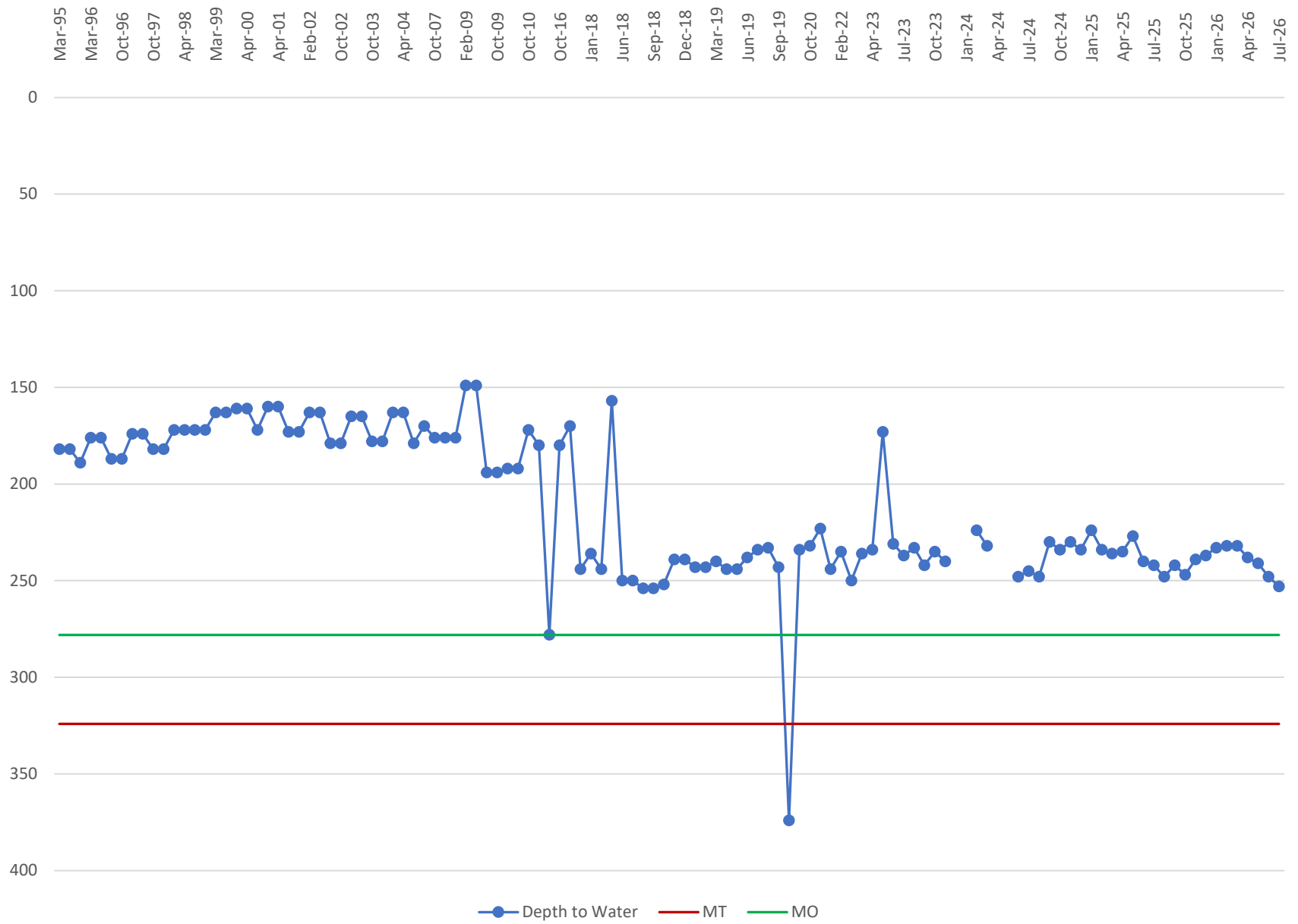
RMW-197 Long-term



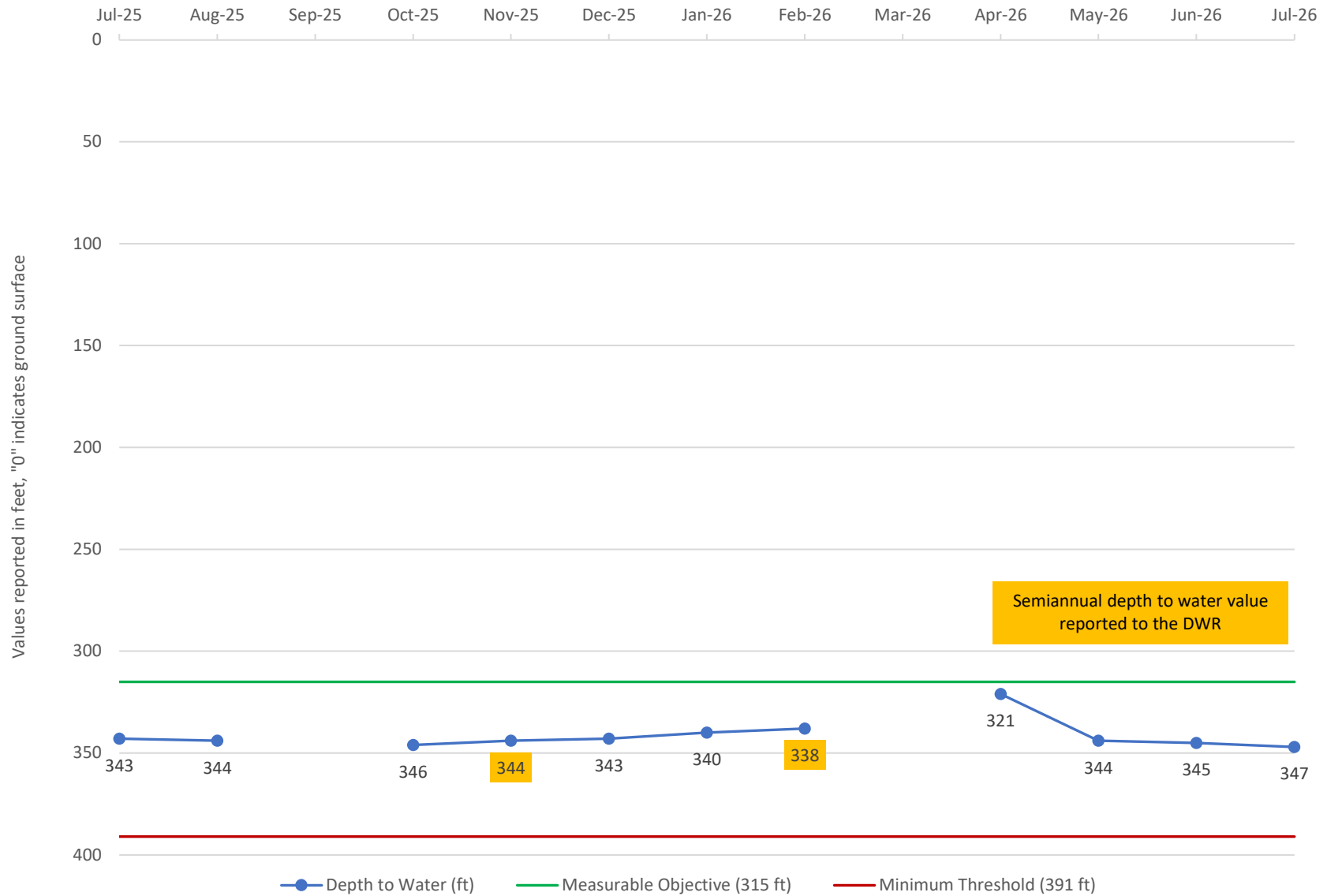
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-216 30S/28E-29B



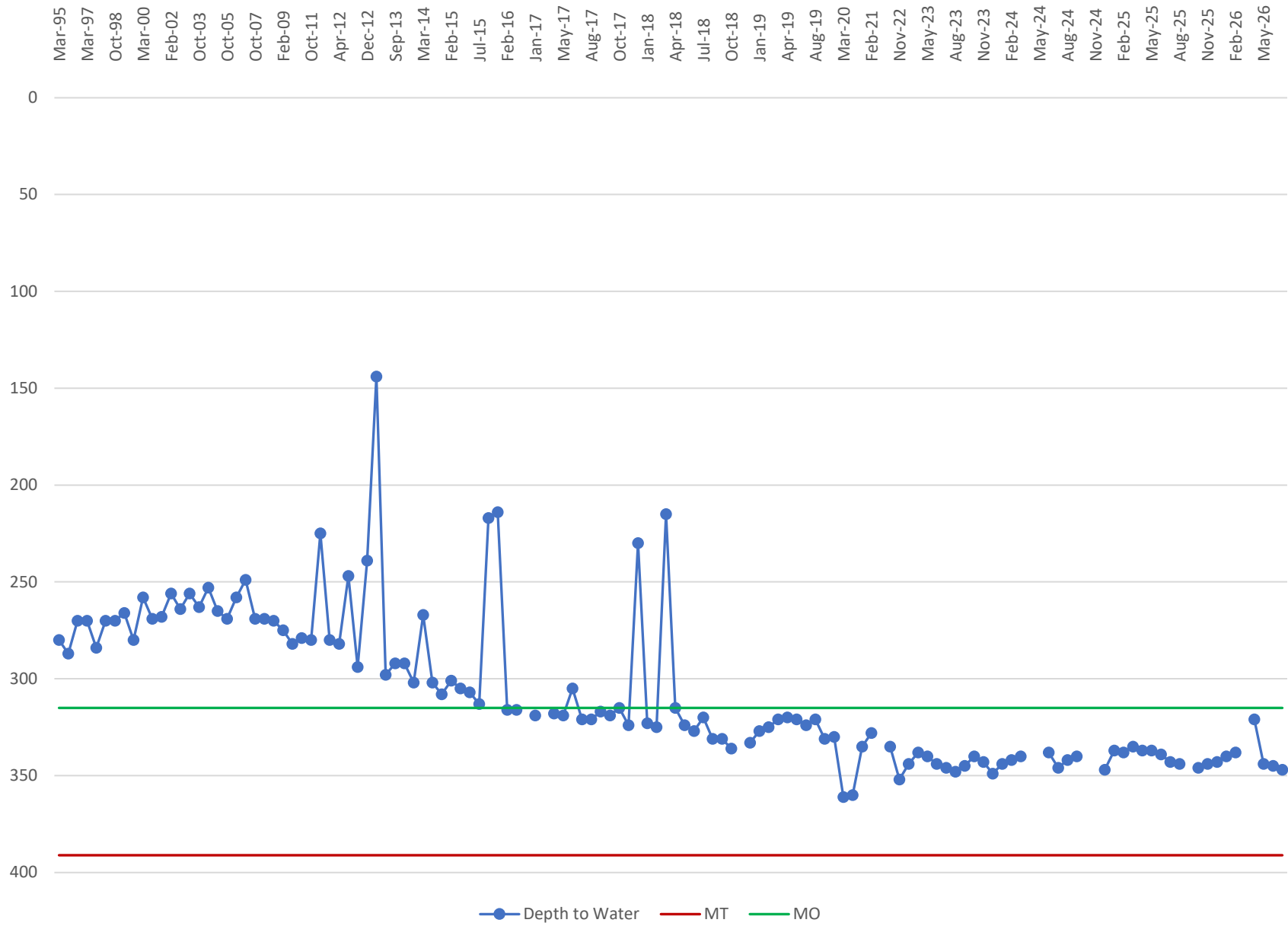
RMW-216 Long-term



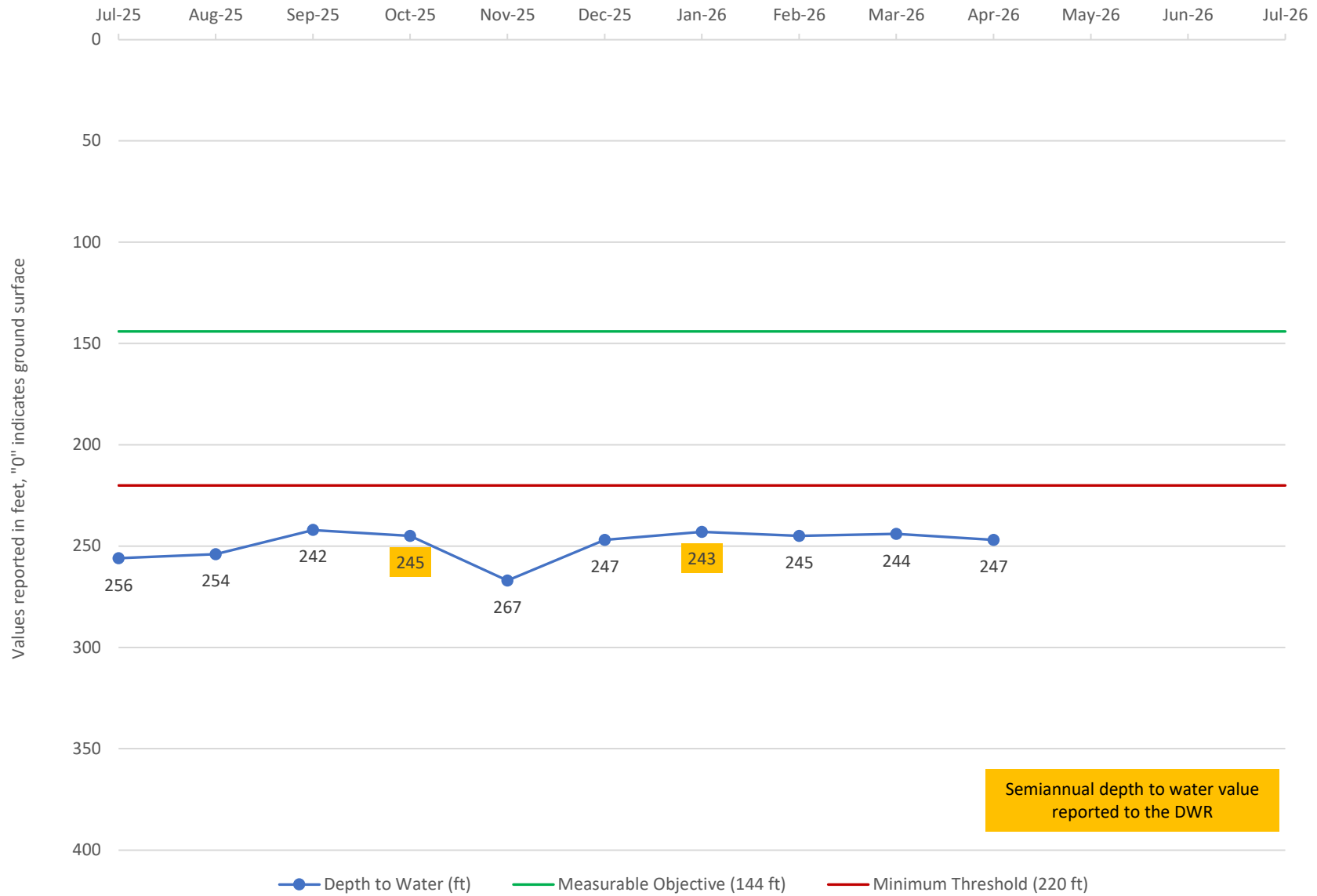
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-217 30S/29E-31C



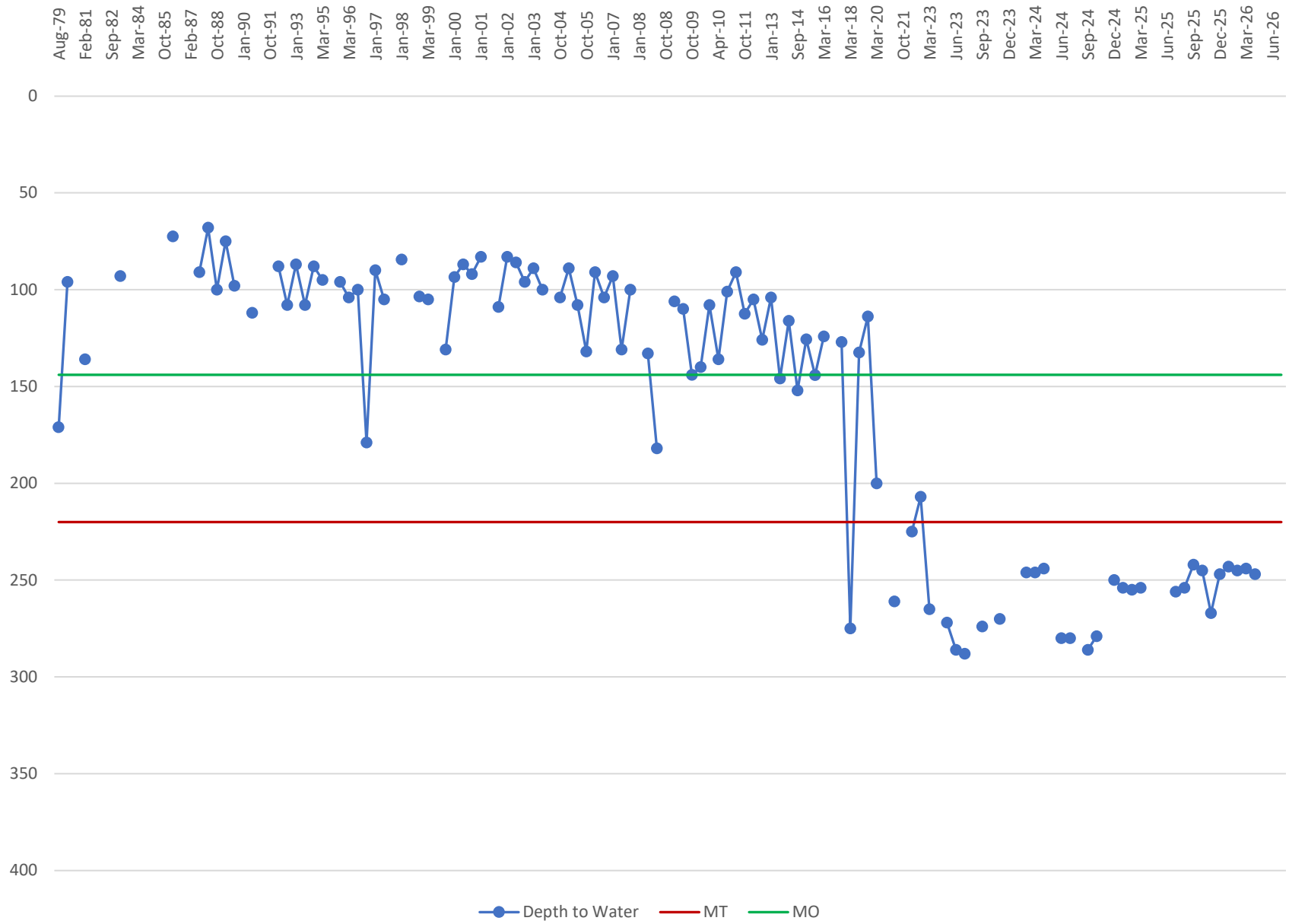
RMW-217 Long-term



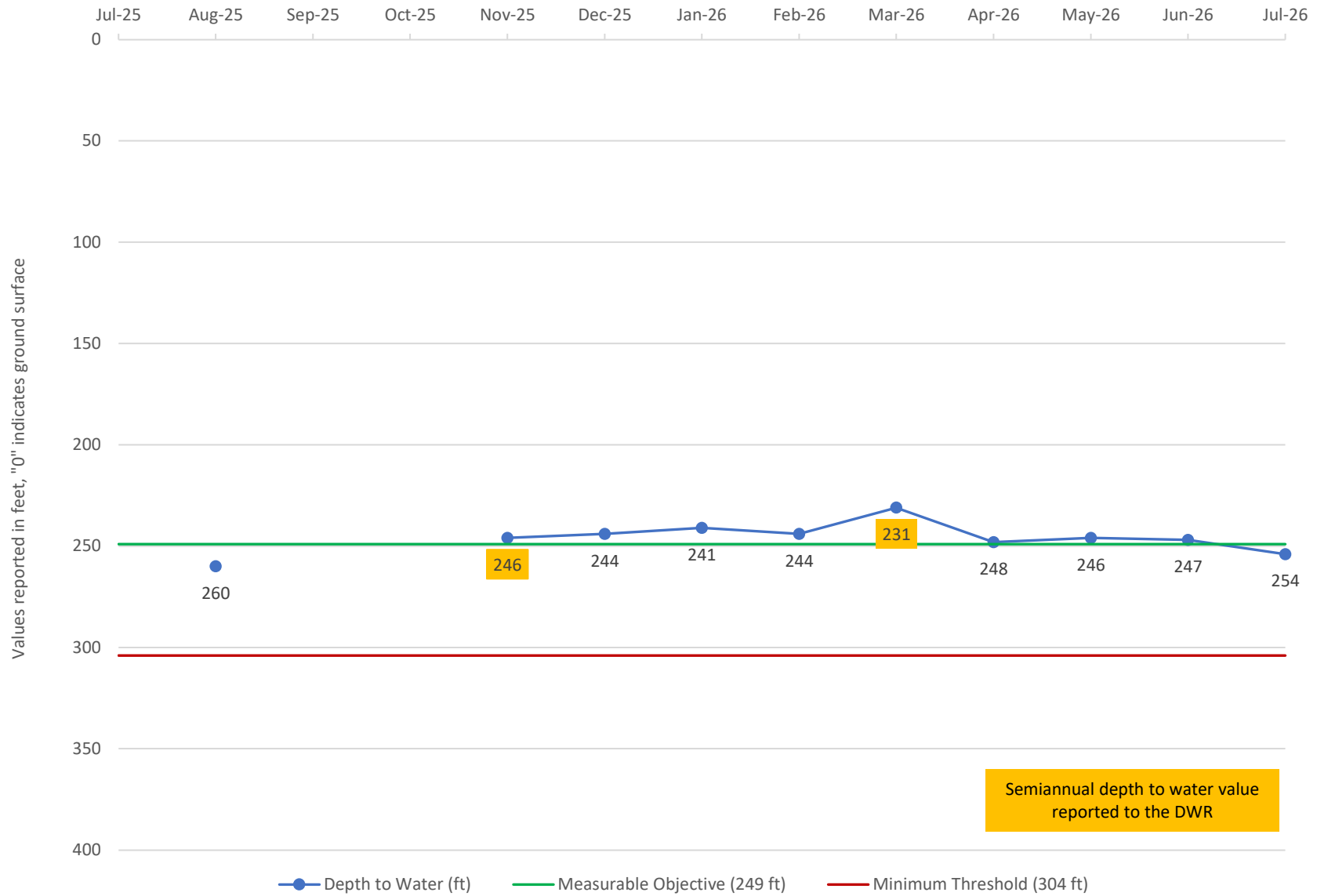
Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-218 31S/27E-33K



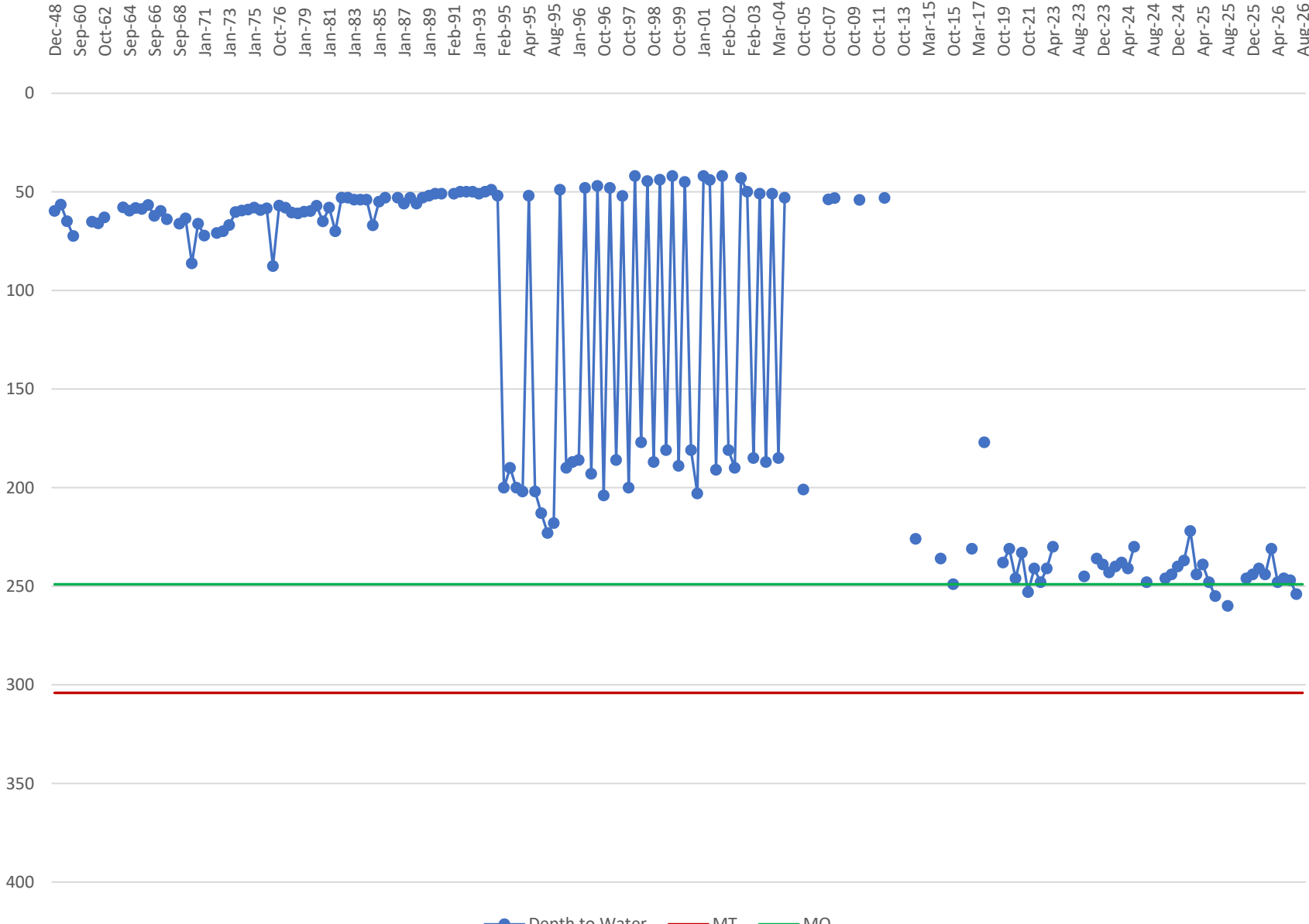
RMW-218 Long-term



Kern River GSA Groundwater Monitoring Well - Short Term Data RMW-219 31S/28E-14D



RMW-219 Long-term



Tab VI



The Golden Rule

Help Protect California Agriculture from Invasive Golden Mussels

Stop the Spread!

If you see a mussel:



Don't move any water or equipment from the area



Take a photo and note the exact location



Notify the California Department of Fish and Wildlife →



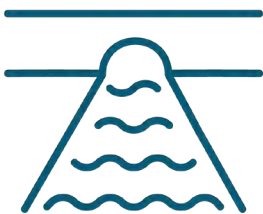
How Golden Mussels Affect California Growers

Golden mussels can attach to pump equipment, irrigation systems and canals — clogging the infrastructure farmers rely on to deliver water to their crops.

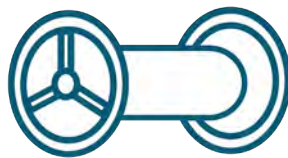
When infestation spreads, water flow is reduced and maintenance costs can increase. Golden mussels make it more difficult and expensive to move water and are a threat to California's agriculture industry and the millions who rely on it for food and jobs.

Check these hotspots for golden mussels:

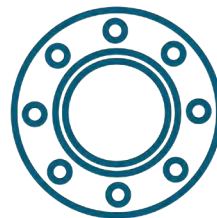
Canals



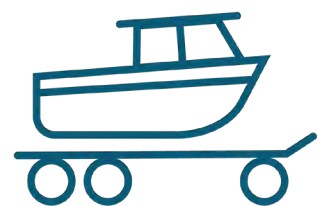
Irrigation Pumps



Pipes



Vehicles & Equipment



For more info on how
to protect CA agriculture:



About The Golden Rule Campaign

The Golden Rule Campaign is a partnership between local Kern County water interests to help protect our water resources from the threat of golden mussels.

Learn more about the campaign at: GoldenRuleKernCounty.com





Kern River Groundwater Sustainability Agency (KRGSA)

KRGSA 7TH GSP ANNUAL REPORT WATER YEAR 2025

KRGSA BOARD MEETING
JULY 14, 2026



Kern County Subbasin
Groundwater Sustainability Agencies

Seventh Annual Report



Water Year 2025



PRESENTATION OUTLINE

- Coordination with Kern County Subbasin 7th GSP Annual Report
- KRGSA Monitoring and Implementation Activities – WY 2025
 - Water Levels
 - Water Quality
 - Subsidence
 - Groundwater Budget
 - Progress on GSP Implementation

Coordination with Subbasin 7th GSP ANNUAL REPORT

March 2026

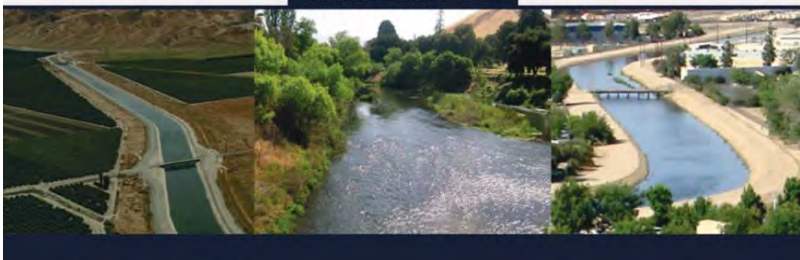


Kern County Subbasin
Groundwater Sustainability Agencies

Seventh Annual Report



Water Year 2025

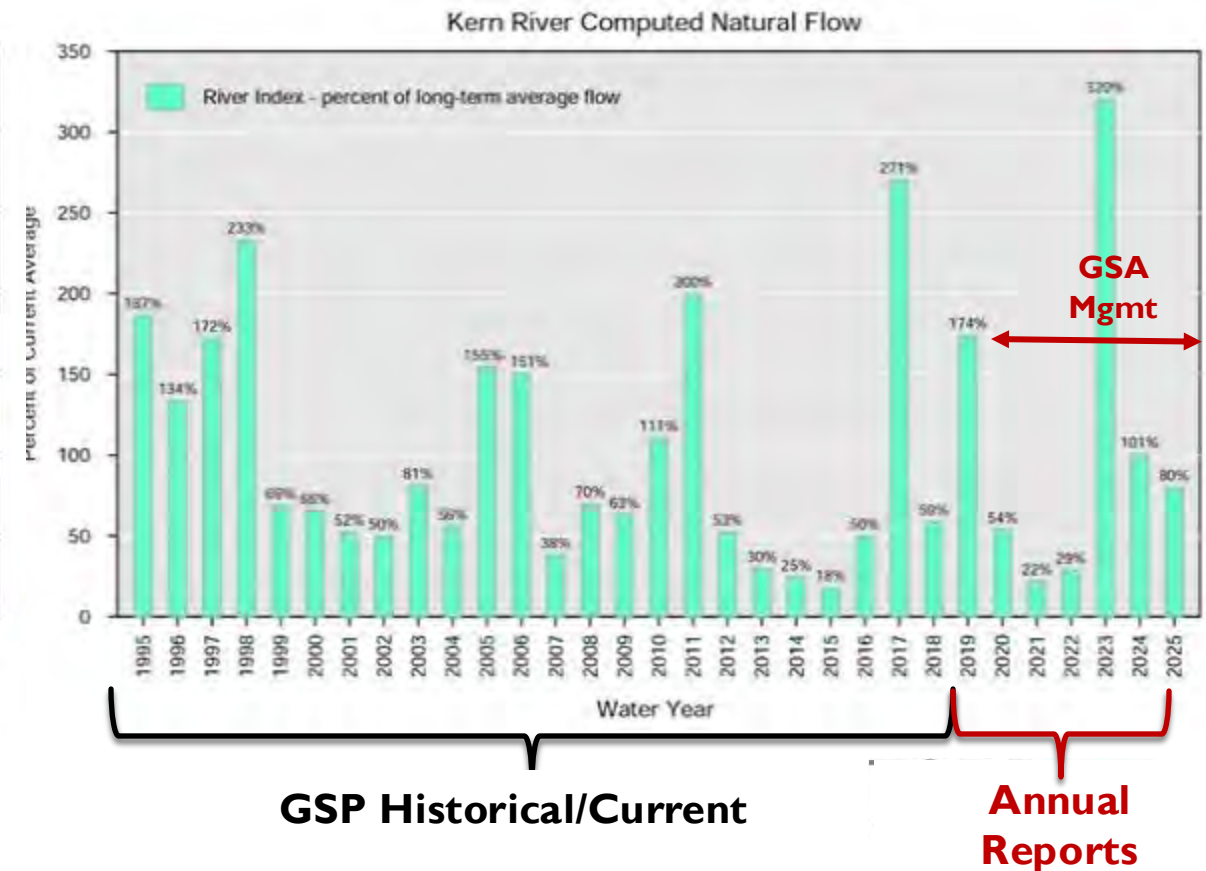
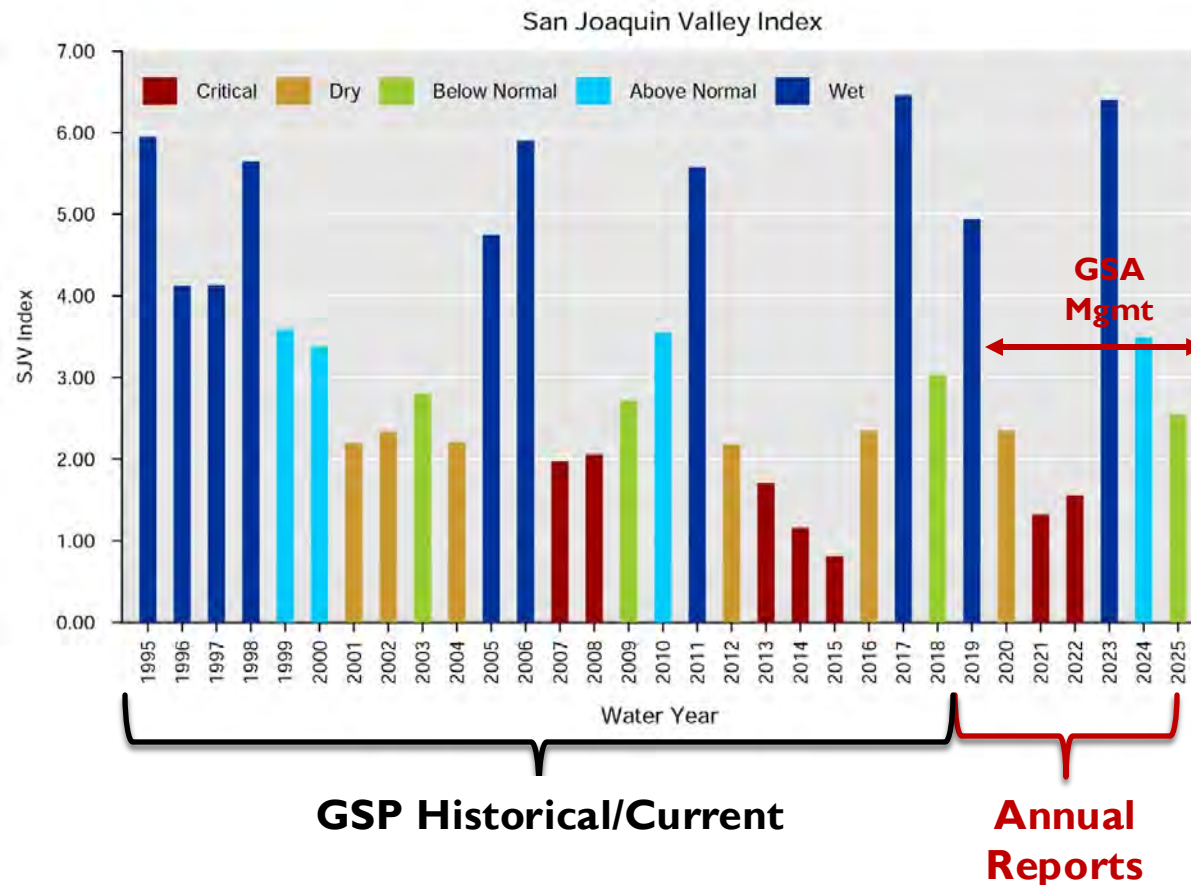


- All GSAs coordinated on one comprehensive annual report for 6 GSPs in Subbasin
- KRGSA provided data and information for:
 - Basin-wide update of numerical model
 - Water level mapping and hydrographs
 - GSAs Progress Report on GSP Implementation
- Submitted to DWR March 31, 2026
- Provided update at KRGSA May Board meeting
- This WY based on the 2024/25 GSPs

HYDROLOGY - WATER SUPPLY INDICES

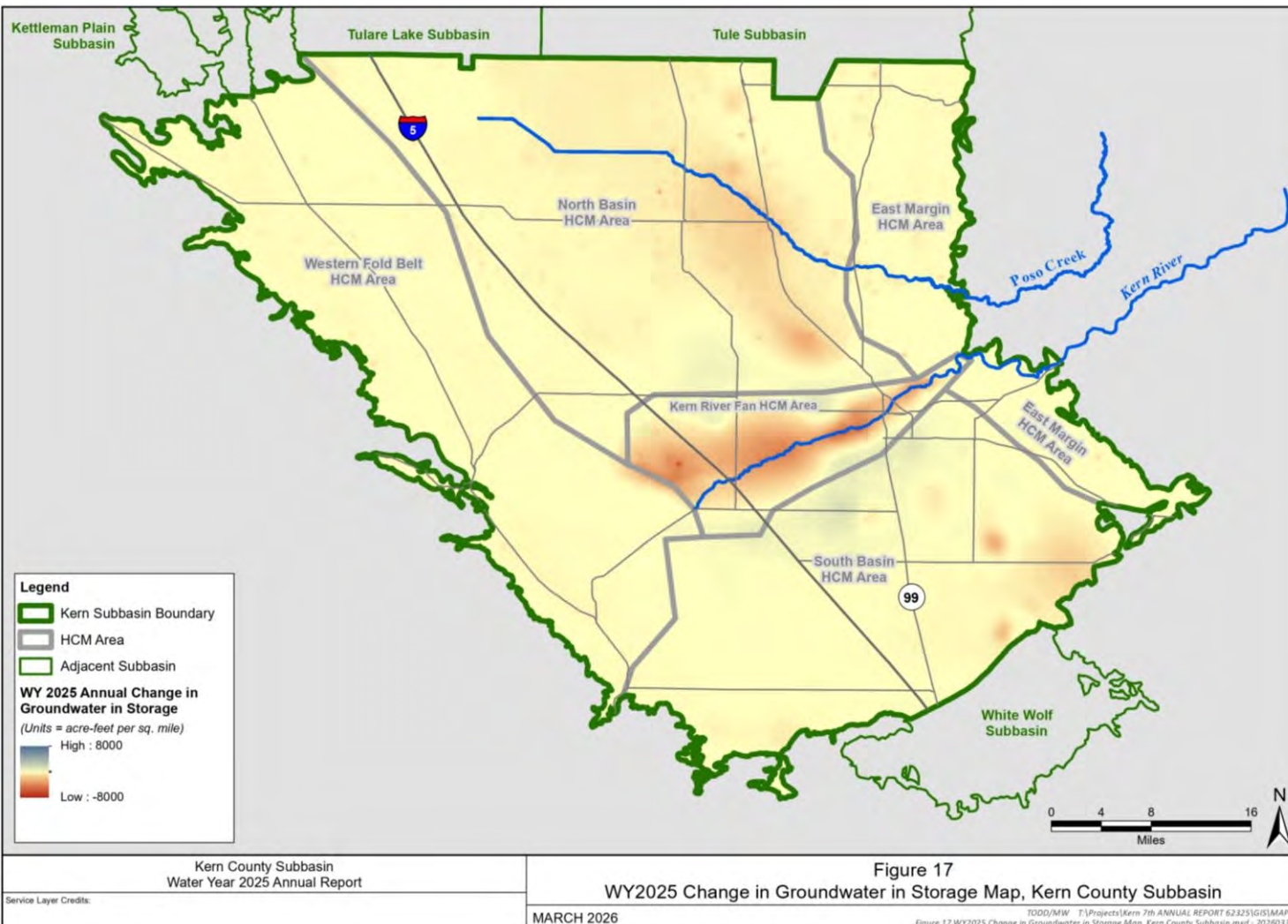
WY 2025 –BELOW NORMAL YEAR

WY 2025 KR Flow 80% of long-term average



WY 2025 MODEL RESULTS

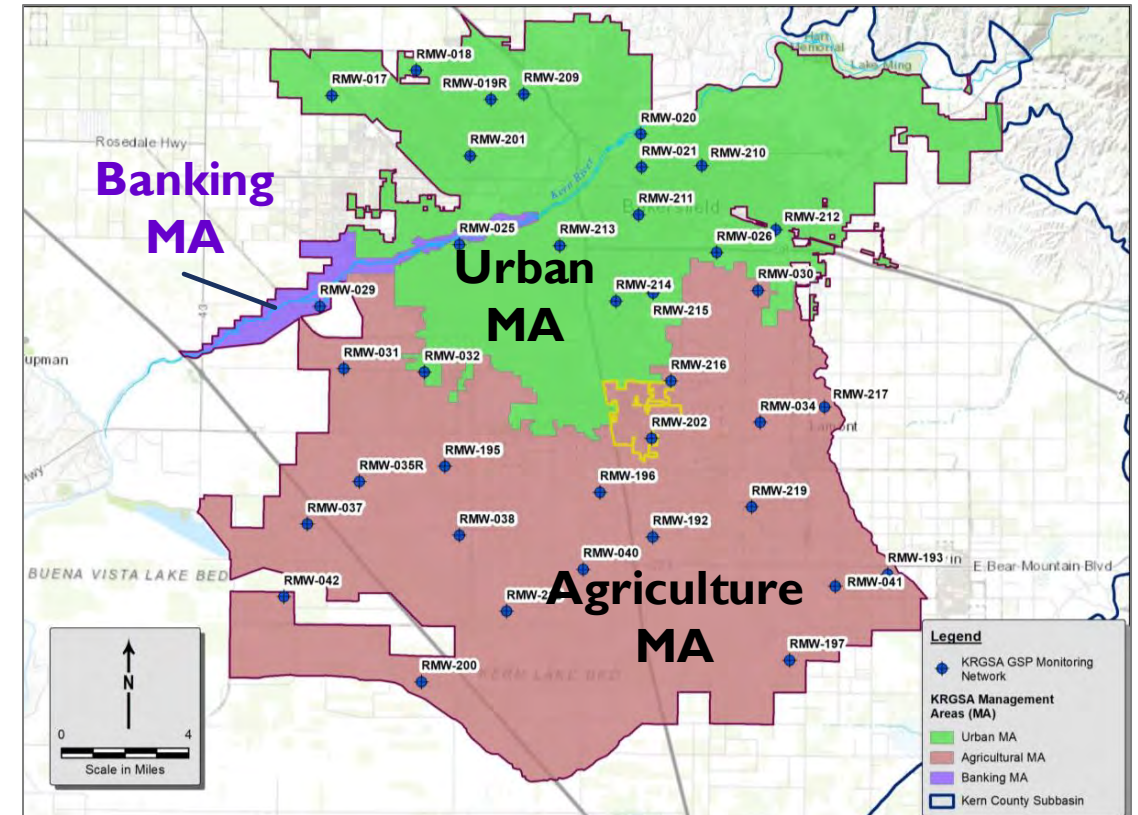
CHANGE in GROUNDWATER in STORAGE



- WY 2025 Storage Change
-636,929 AFY
- Decrease in GW storage, from
Above Normal to Below Normal
WY
- Increases away from banking
operations as mounds spread out
- Demonstrates that the Subbasin is
dominated by groundwater banking
and storage

KRGSA GSP WATER LEVEL MONITORING NETWORK

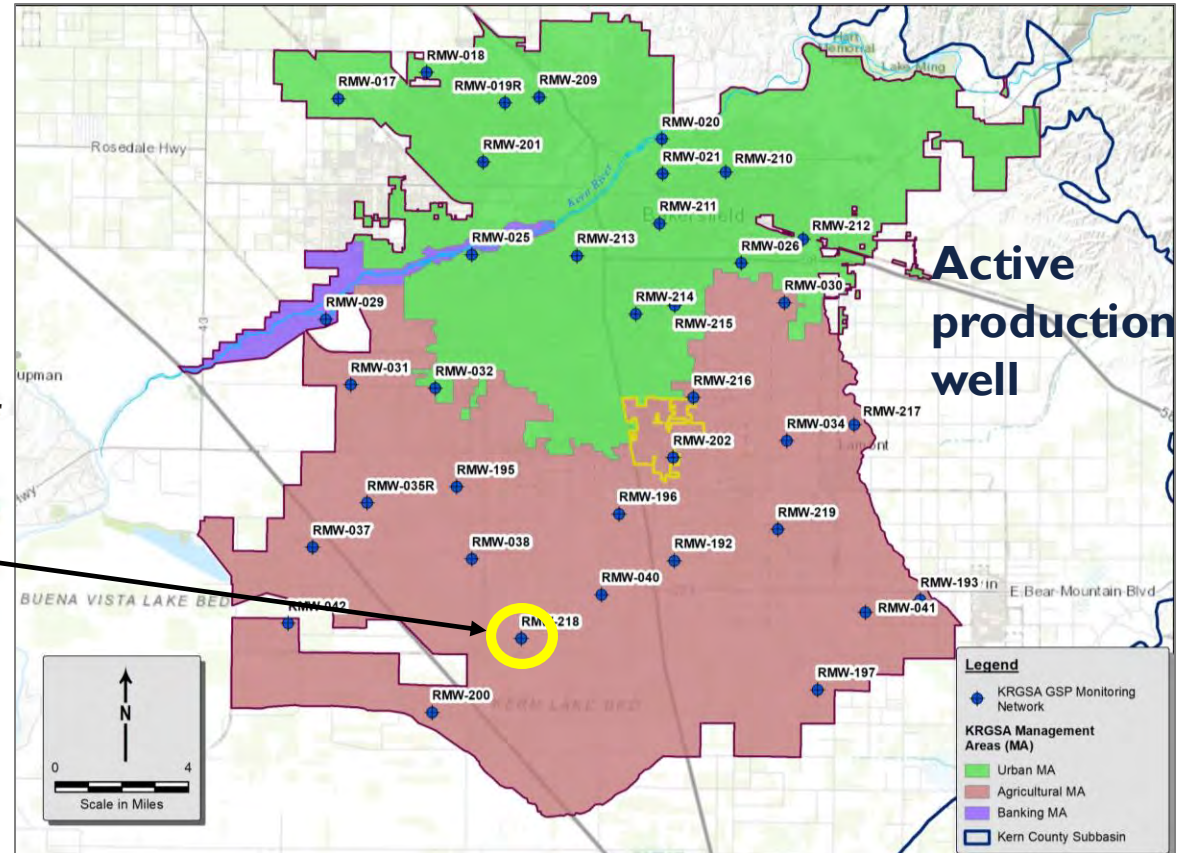
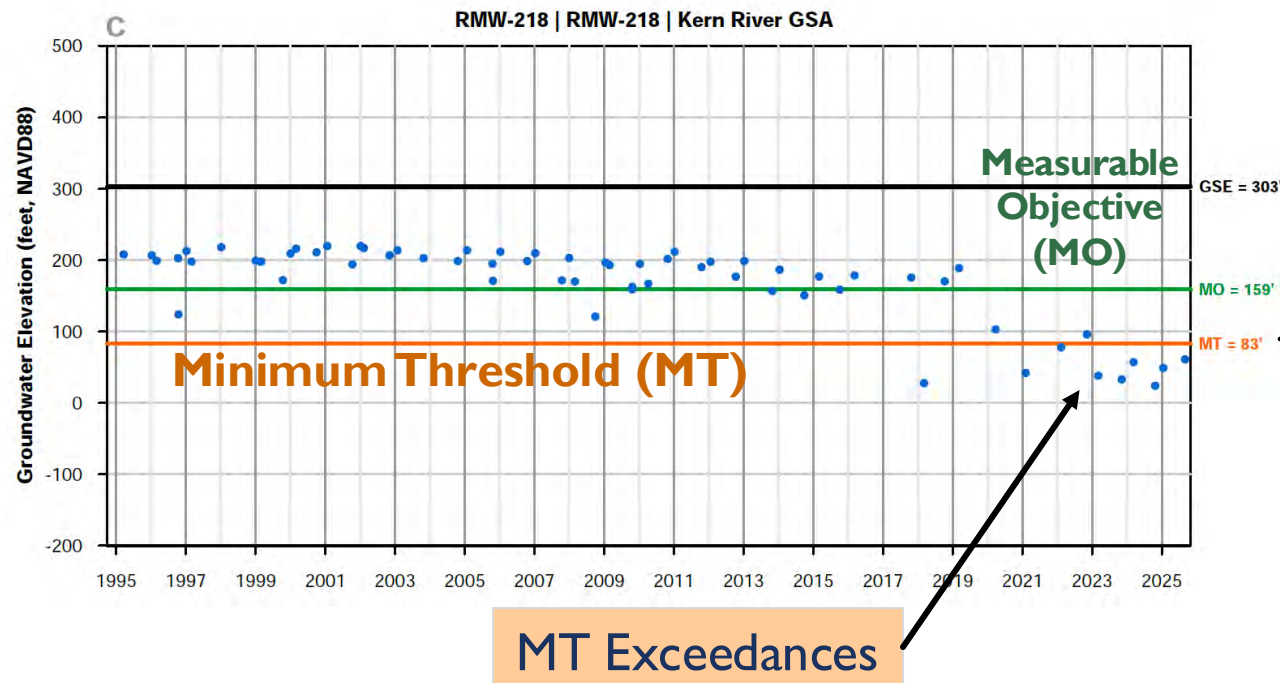
- 3 Management Areas (MAs) based on primary land and water use
- 37 wells - GSP Monitoring Network
- Developed minimum thresholds (MTs) and measurable objectives (MOs) for each well to track sustainable management
- Report semi-annual water level data to the DWR online SGMA portal (coordinated by the Subbasin Plan Manager)



37 wells in 3 Management Areas
Urban (16-green), Banking (1-purple),
Agricultural (20-red)

GROUNDWATER ELEVATION HYDROGRAPHS COMPARE TO MTs AND MOs

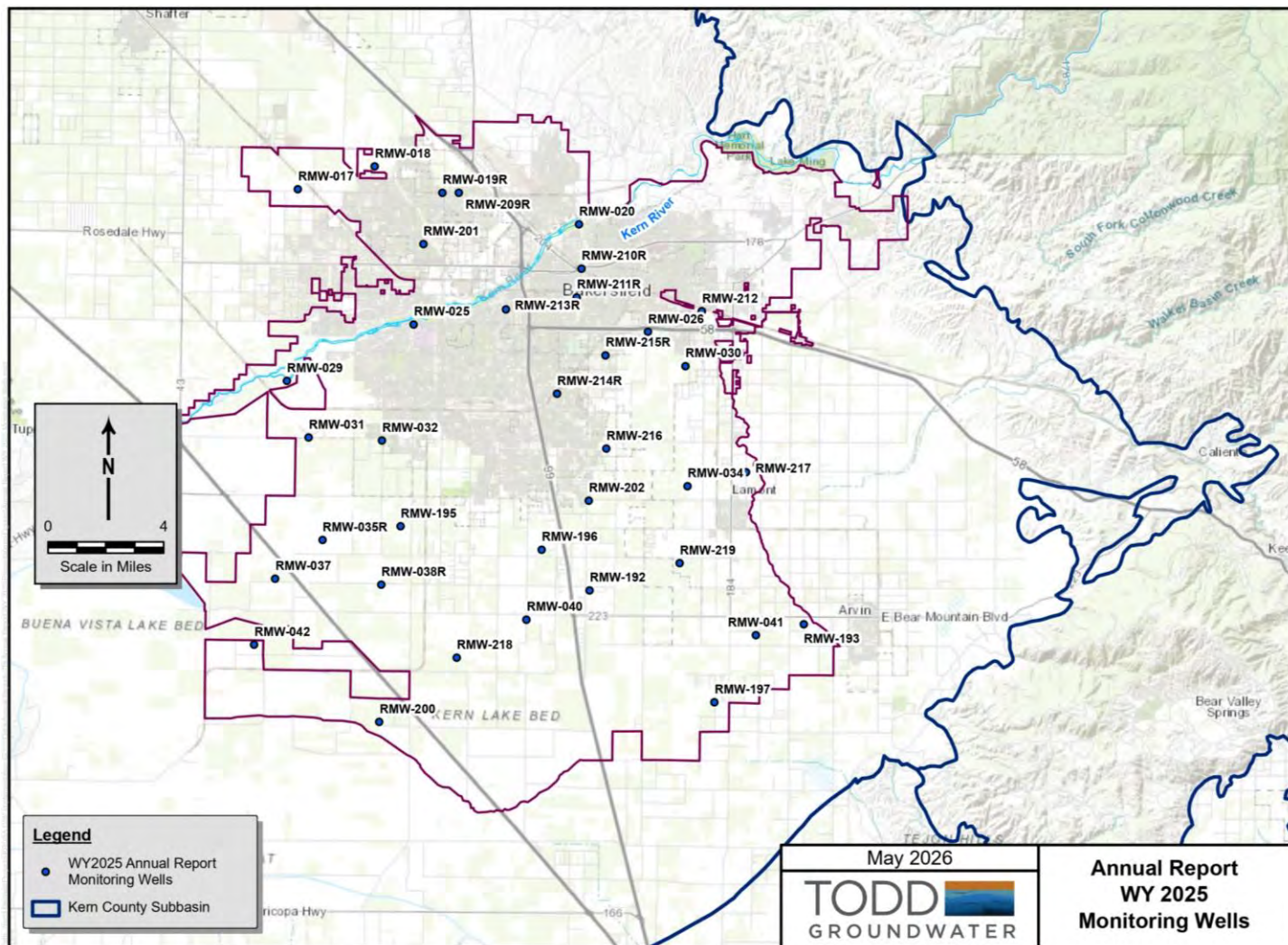
- Compare current water levels to (MTs)
- 1 of 37 wells exceeded MTs in WY 2025



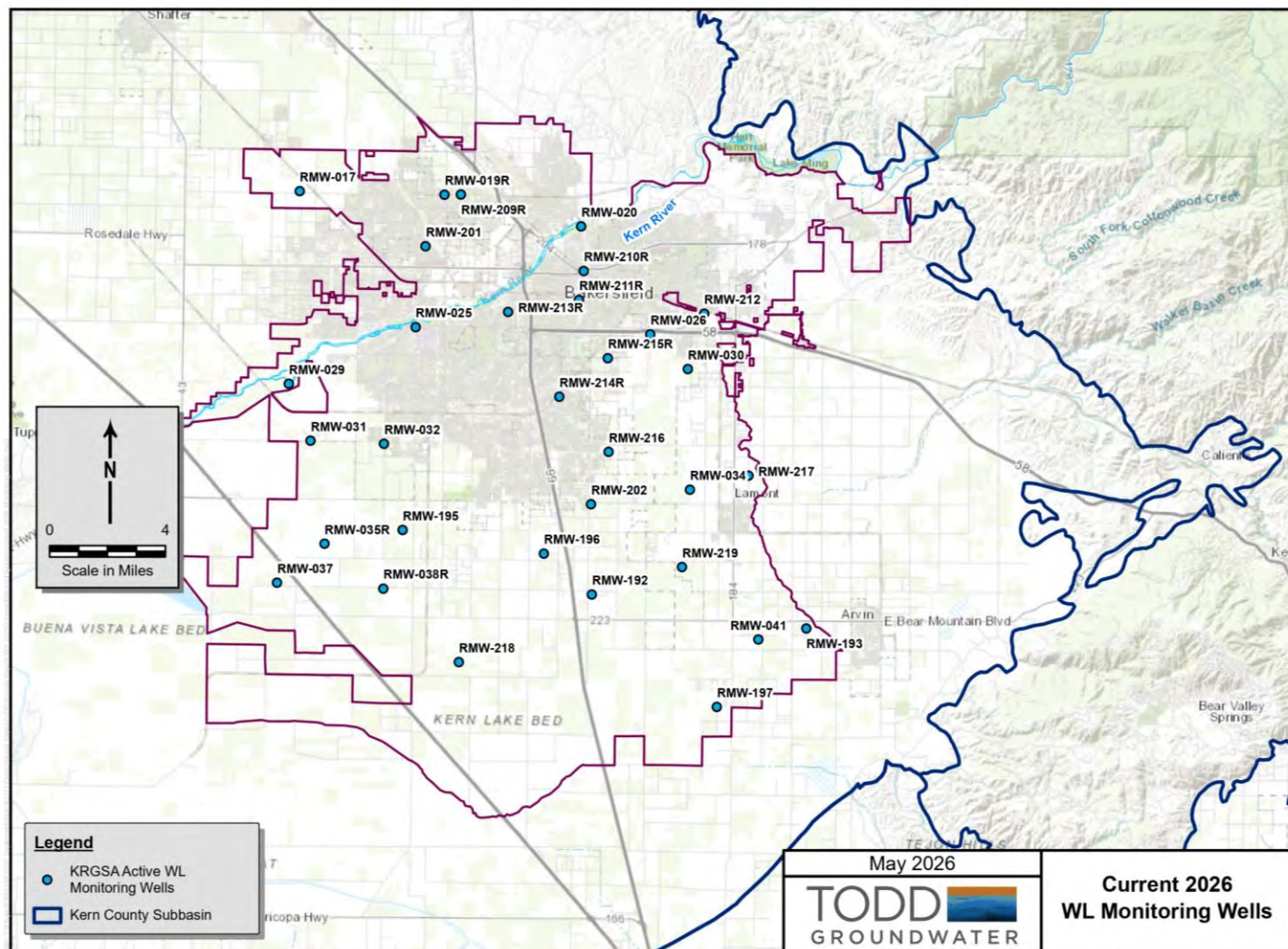
MT Exceedance WY 2025

KRGSA ANNUAL REPORT WY 2025 WATER LEVEL MONITORING NETWORK

- RMW network for the WY 2025 Annual Report

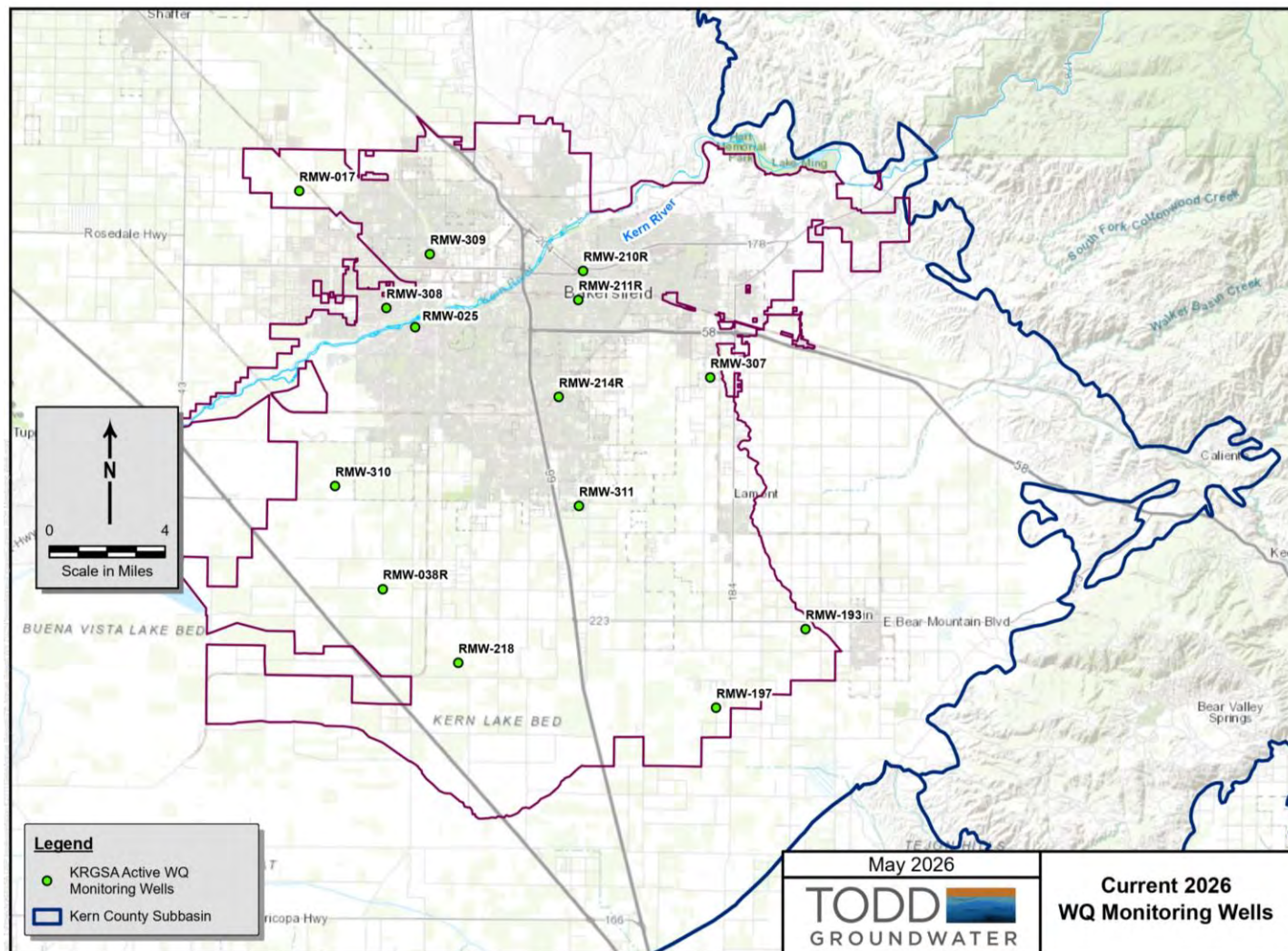


CURRENT KRGSA WATER LEVEL MONITORING NETWORK



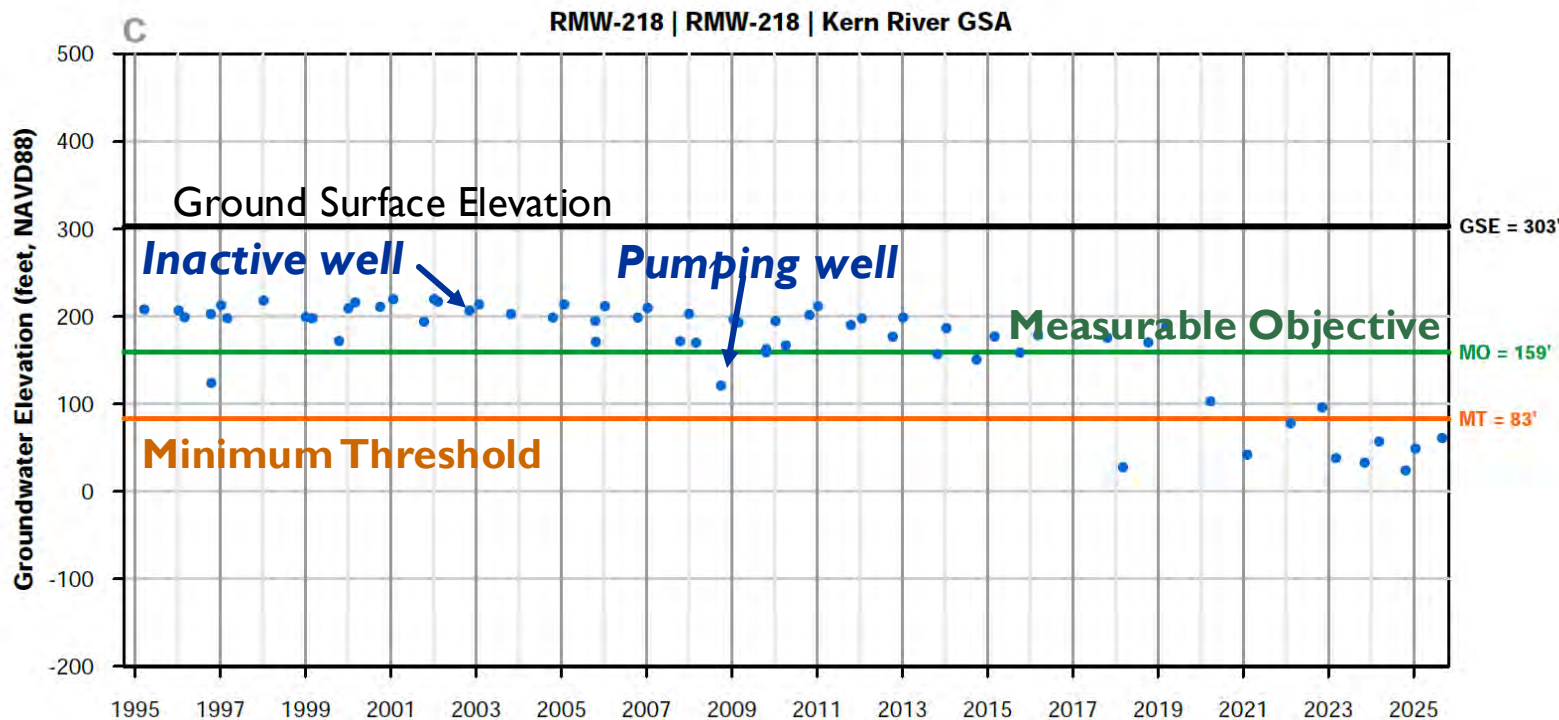
- Current 2026 RMW network
- RMW-313R pending addition
- RMW-312, -018, -200, -040 & -042 pending removal

CURRENT KRGSA WATER QUALITY MONITORING NETWORK



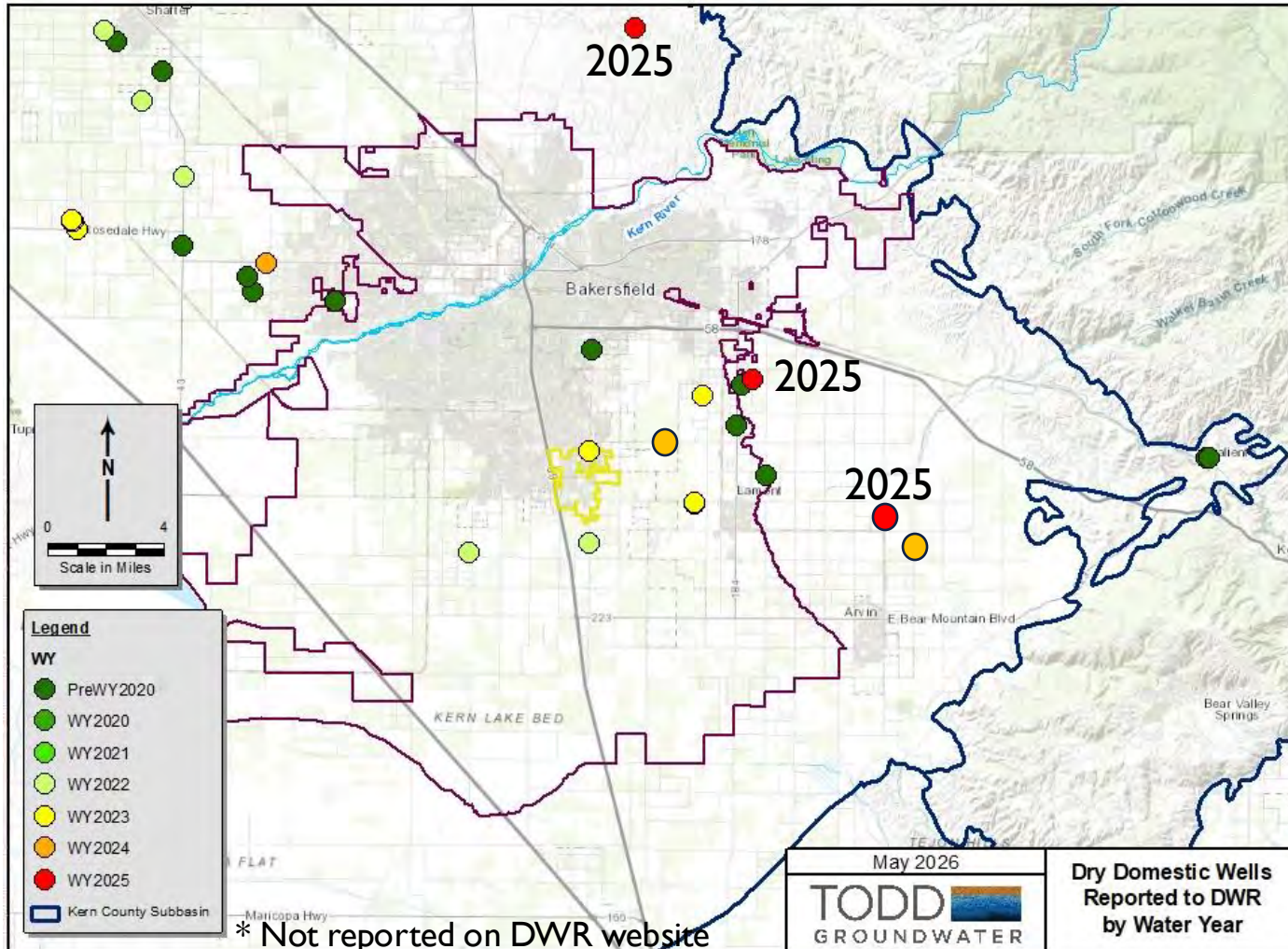
- Current 2026 RMW network
- Not reflected in the Annual Report
- Water Quality network increased in response to SWRCB's data gap process.

SOME MT EXCEEDANCES IN ACTIVE PRODUCTION WELLS



- SGMA assumes measurements of static groundwater levels, not pumping water levels in the well
- Some MT exceedances occur inadvertently when RMWs are active pumping wells
- Can be problematic for SGMA compliance if pump is not turned off long enough to allow water levels to return to static conditions

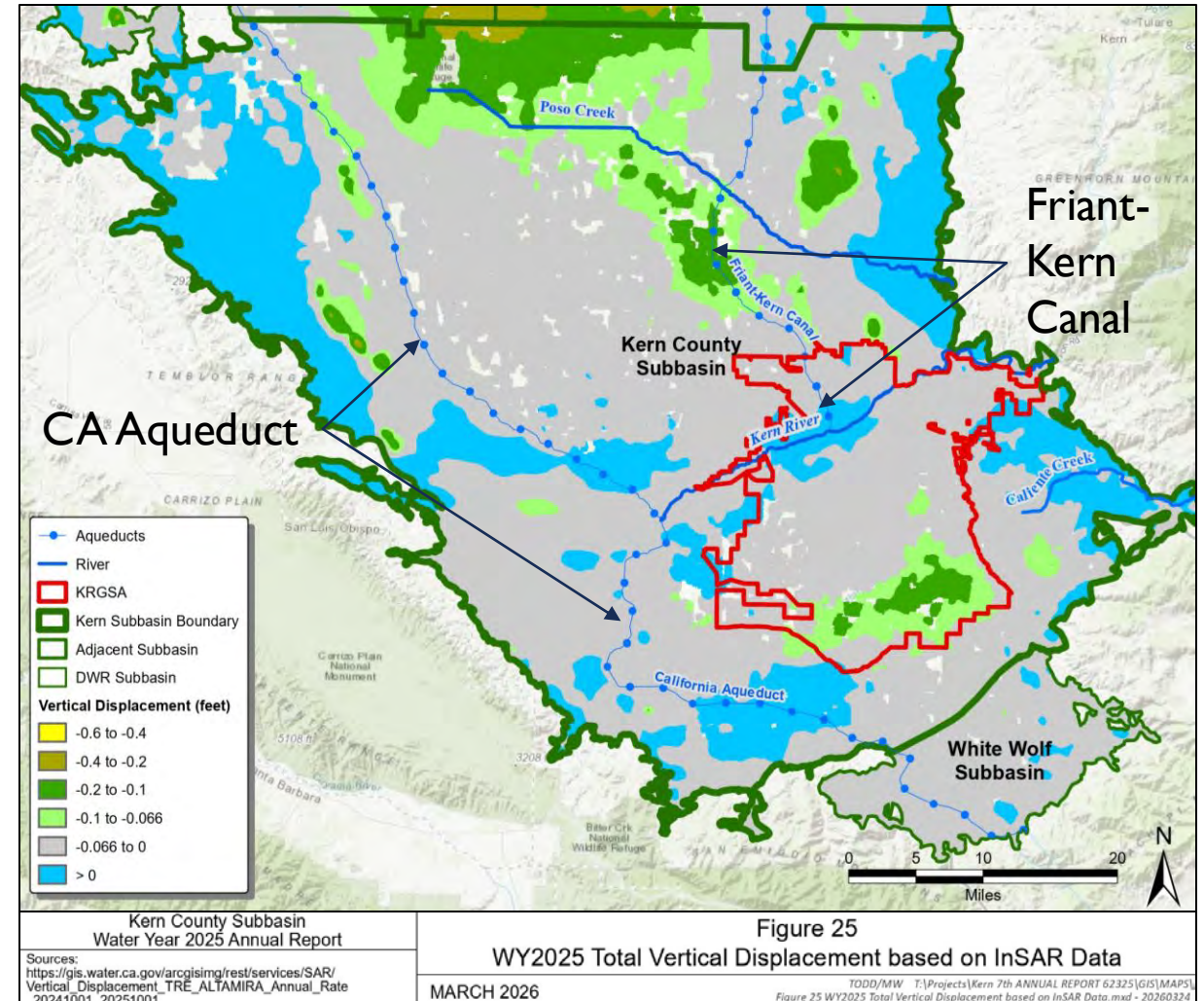
DRY DOMESTIC WELLS IN THE KRGSA SINCE 2016



- No dry domestic wells in the KRGSA in WY 2025
- *Domestic Well Mitigation* Management Action in GSP to track active domestic wells and avoid widespread impacts
- SHE working with domestic well owners and will be part of mitigation process

MULTI-FACETED APPROACH TO SUBSIDENCE MONITORING KRGSA GSP

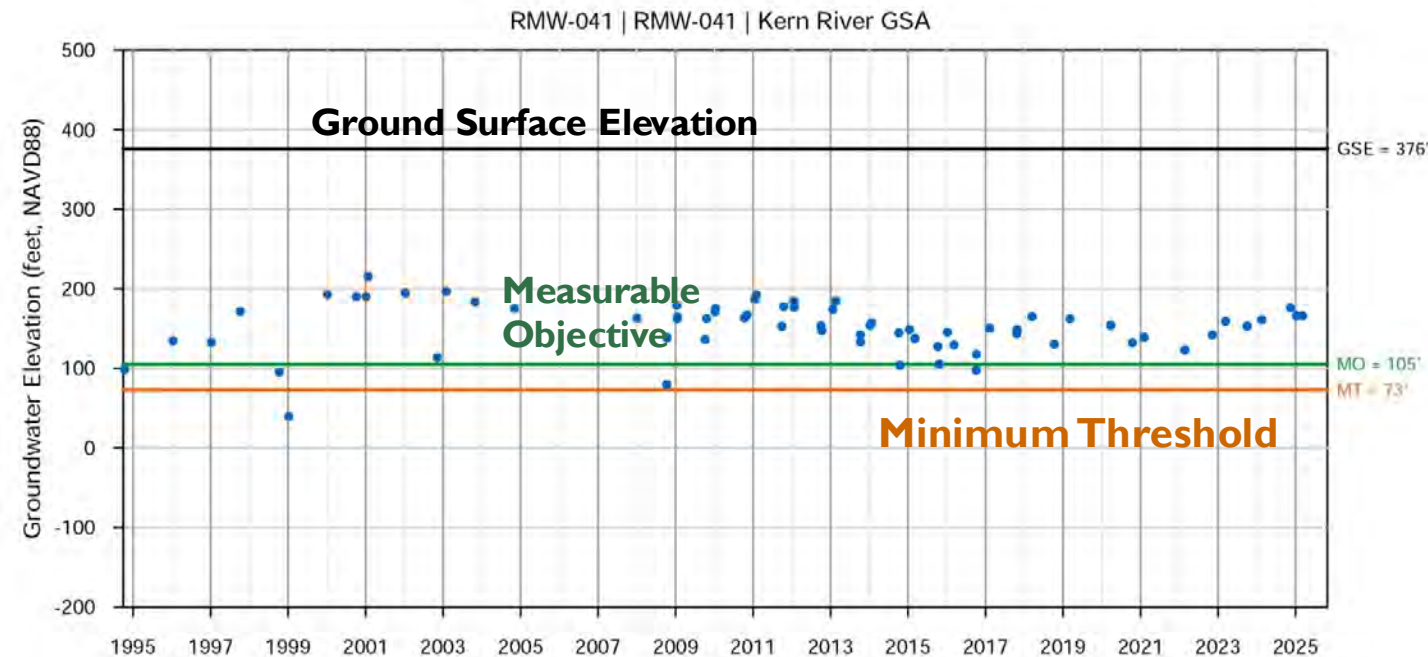
- Historical land subsidence in southern KRGSA and adjacent districts
- Thick clay deposits associated with paleo-lake beds in the southern Kern County Subbasin
- No adverse impacts to critical infrastructure in KRGSA to date – no “undesirable results”
- Subbasin-wide monitoring to target CA Aqueduct and Friant-Kern Canal
- KRGSA monitoring – water levels, local GPS station, regional InSAR data



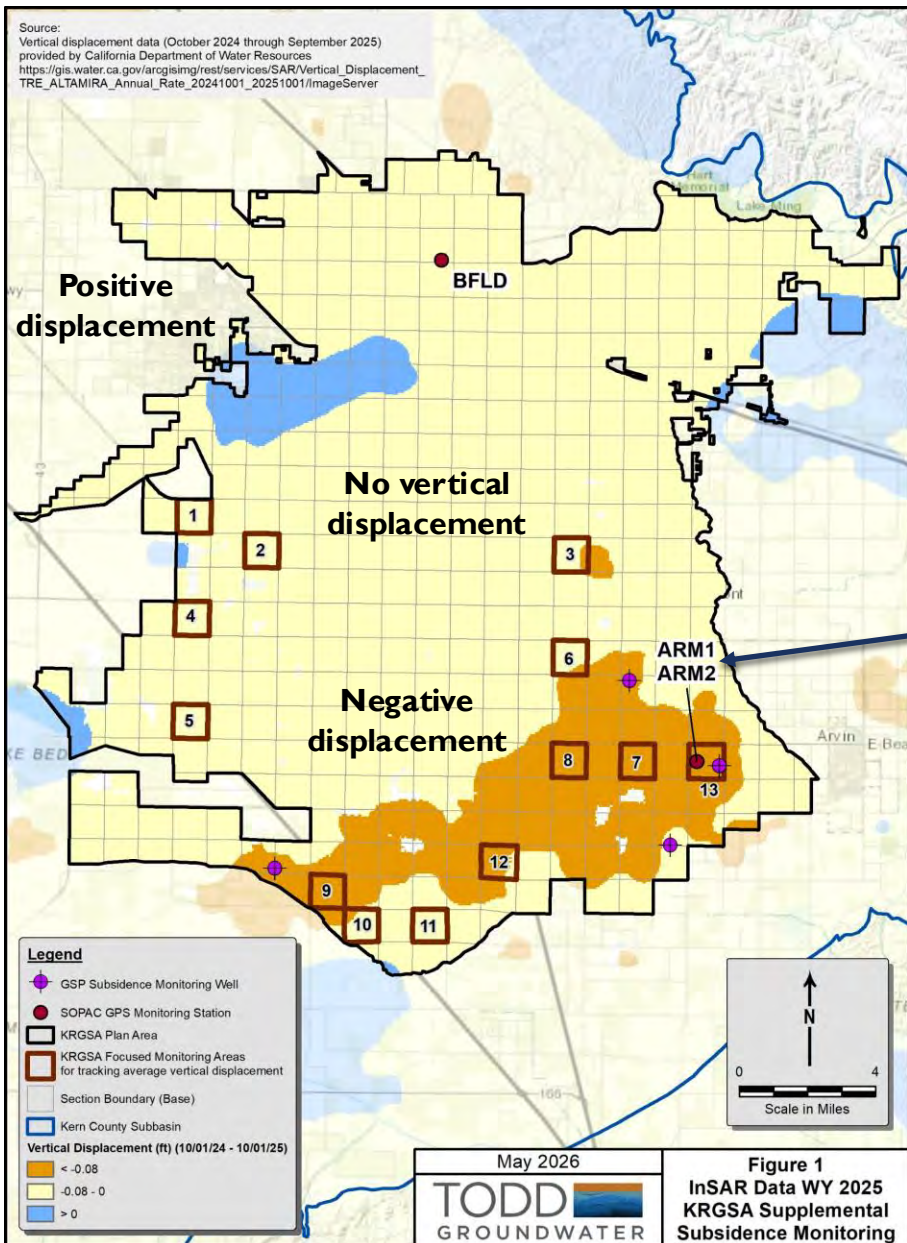
DRAFT

KRGSA WATER LEVEL MONITORING FOR LAND SUBSIDENCE

- Maintain water levels close to or above historical low levels to prevent exacerbation of future land subsidence and to avoid “undesirable results”
- Water levels in areas of larger subsidence rates in the KRGSA are currently above historic low water levels
- Time lag expected between groundwater recovery and cessation of land subsidence; recent drought of record triggered regional increase in land subsidence
- Some subsidence expected to continue into the future



Water Year 1995 - 2025



DWR InSAR DATA WY 2025

- Supplemental Subsidence Monitoring – 13 locations both inside and outside historically impacted areas

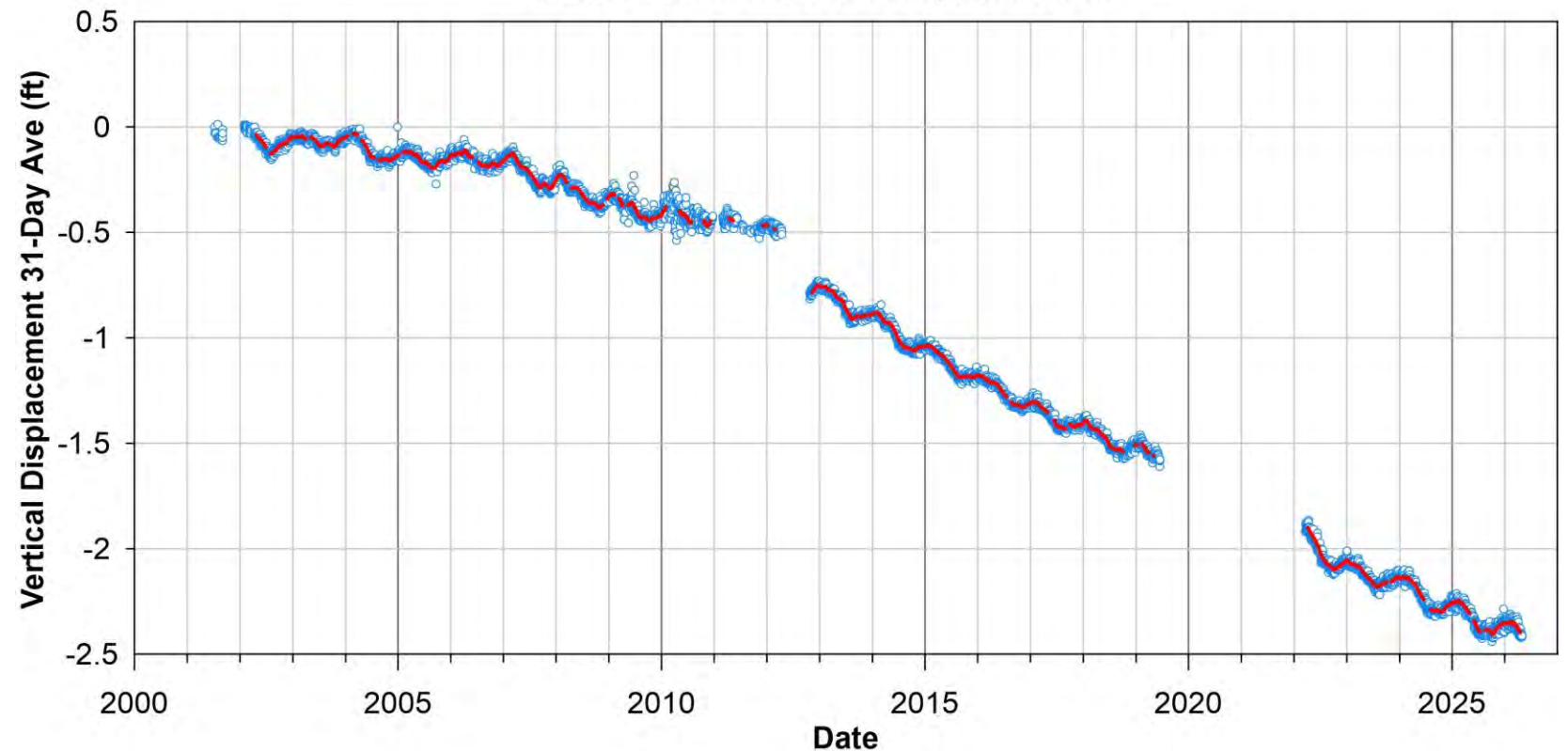
InSAR Cell ID	Average Vertical Displacement WY 2025 (inches)
1	-0.010
2	-0.022
3	-0.073
4	-0.023
5	-0.024
6	-0.070
7	-0.117
8	-0.099
9	-0.095
10	-0.062
11	-0.044
12	-0.092
13	-0.103

- WY 2025 Subsidence rates in target areas: -0.13 in/year to 0.00 in/year
- Minimal negative change
- Highest rates of subsidence observed in cells 7 & 13
- Method error: ± 0.12 inches/year
- Rates increase in droughts and decrease during wet periods

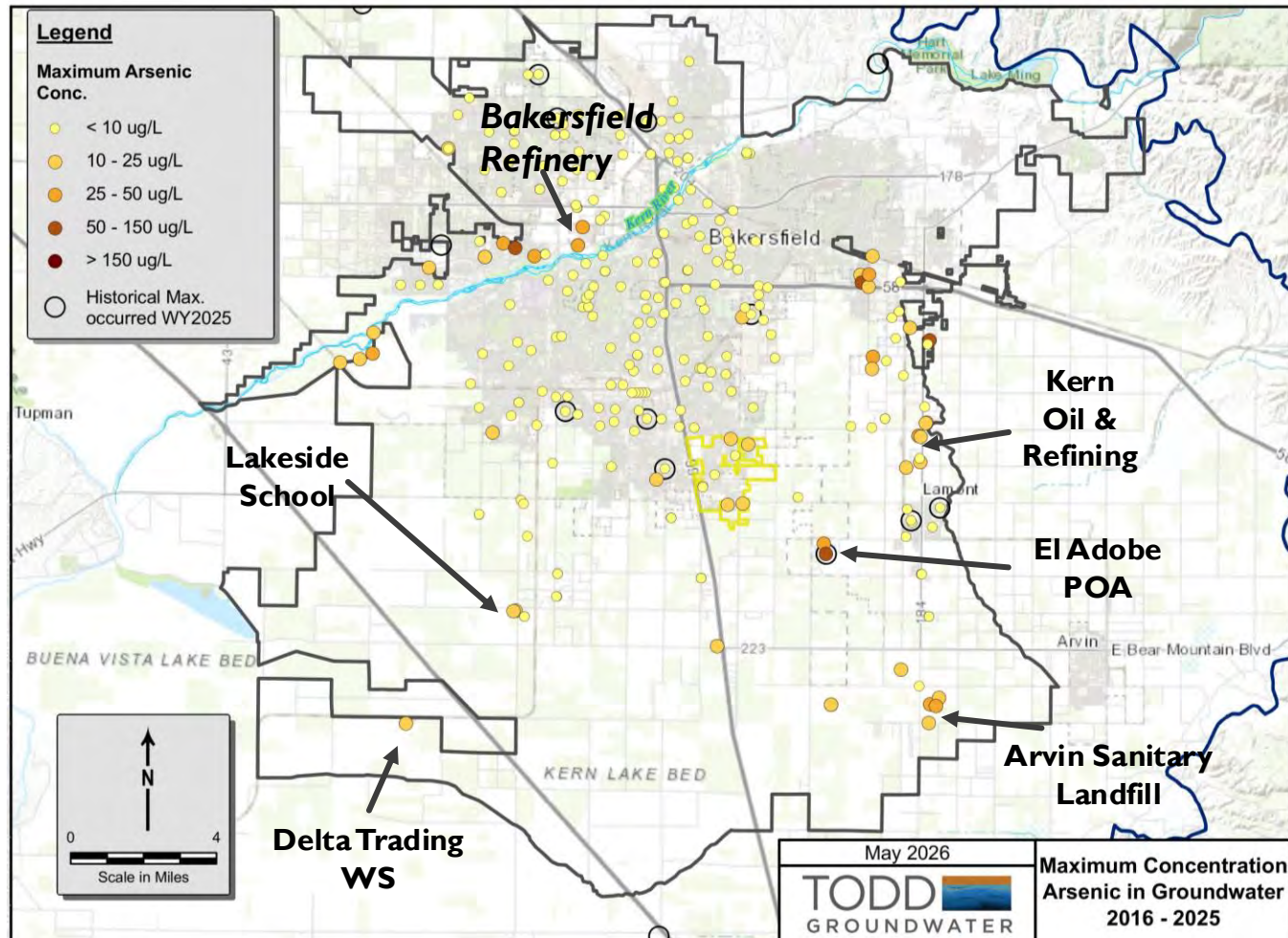
HIGH RESOLUTION GPS STATION IN KRGSA

- Station in area of largest historical subsidence
- Vertical displacement of –2.4 feet over 24 years
- Average 1.2 inch per year, 1.28 inch WY 2025
- Stanford study indicates compaction of subsurface clays will continue even if water levels are maintained above historic lows
- Additional subsidence study in the Subbasin ongoing by Lawrence Berkeley Laboratory

ARM1 - GPS Vertical Displacement



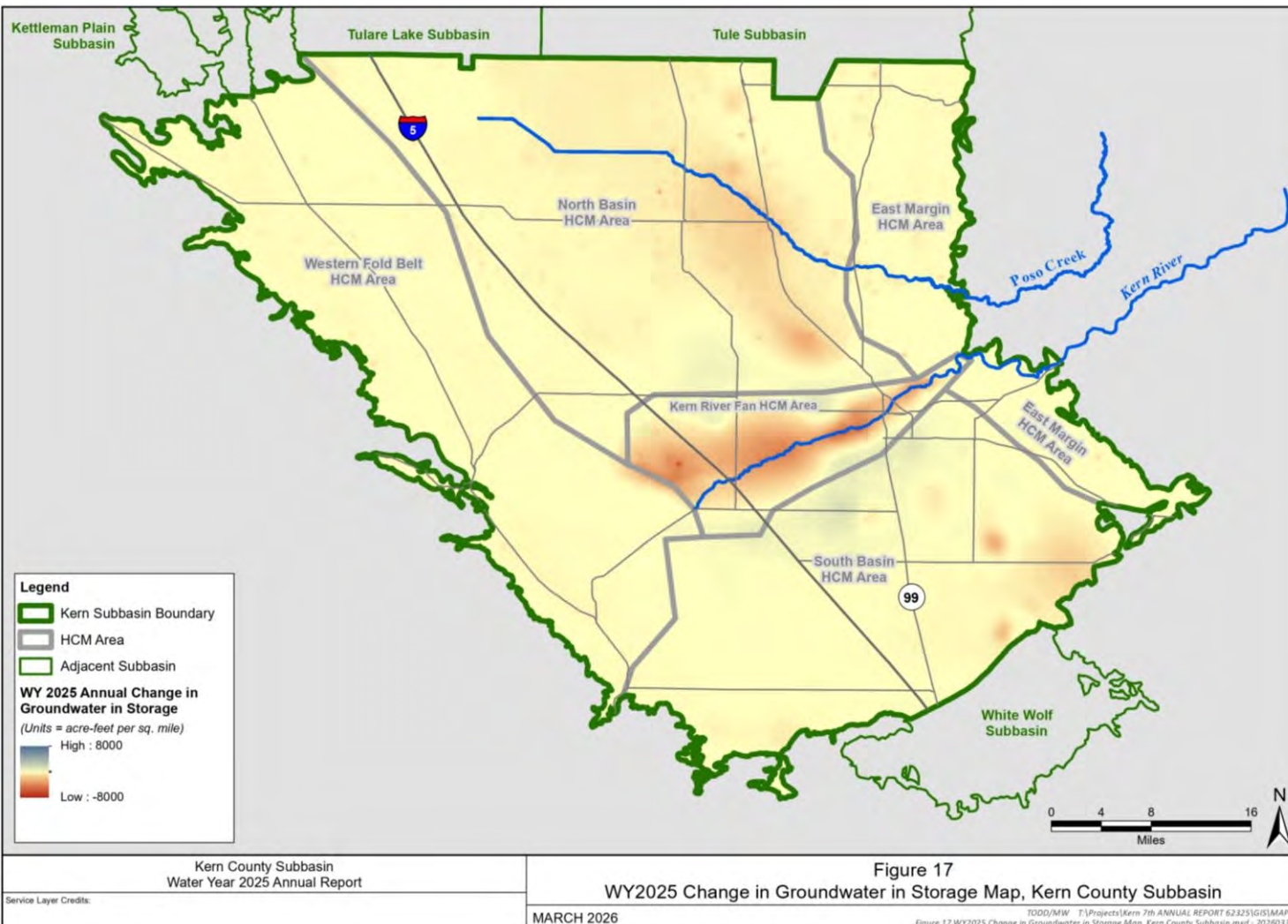
ARSENIC CONCENTRATIONS IN GROUNDWATER



- Most drinking water supply wells with elevated concentration have arsenic wellhead treatment
- Naturally occurring
- Several environmental contamination sites with elevated arsenic concentrations
 - Bakersfield Refinery
 - Kern Oil & Refining
 - Arvin Sanitary Landfill

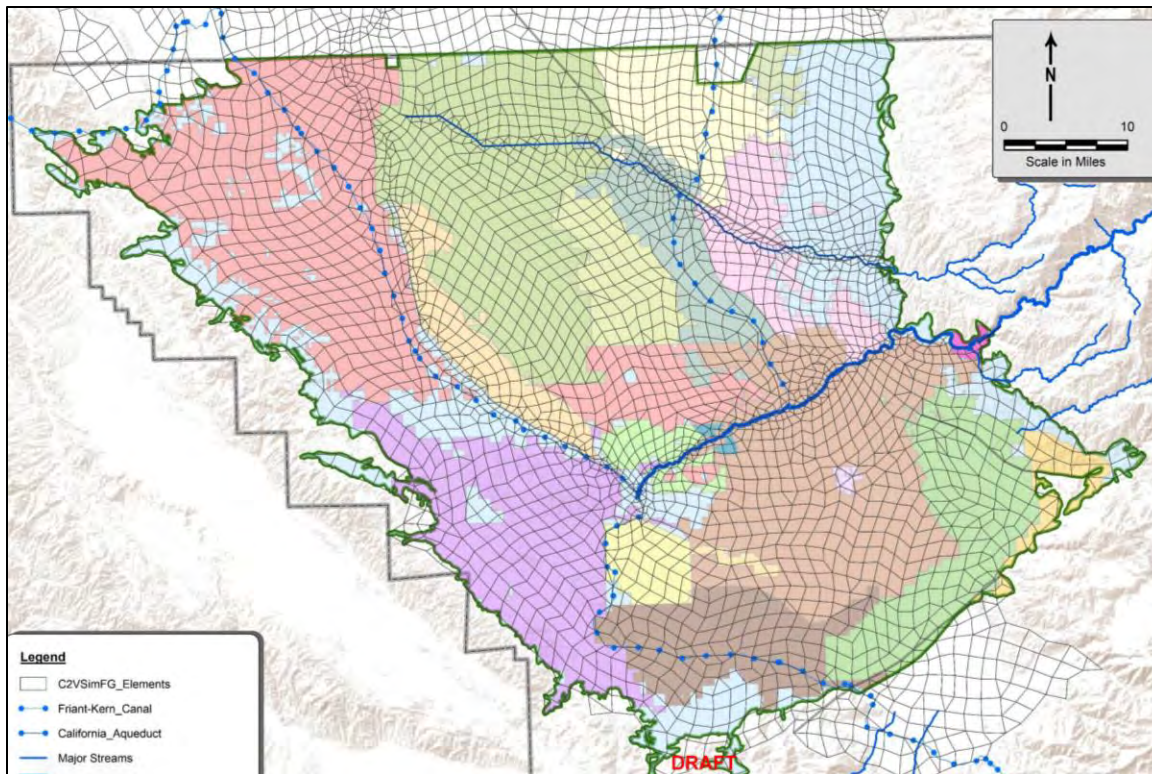
WY 2025 MODEL RESULTS

CHANGE in GROUNDWATER in STORAGE



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-636,929 AFY
- Decrease in GW storage, from
Above Normal to Below
Normal WY
- Increases away from banking
operations as mounds spread
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- Demonstrates that the Subbasin
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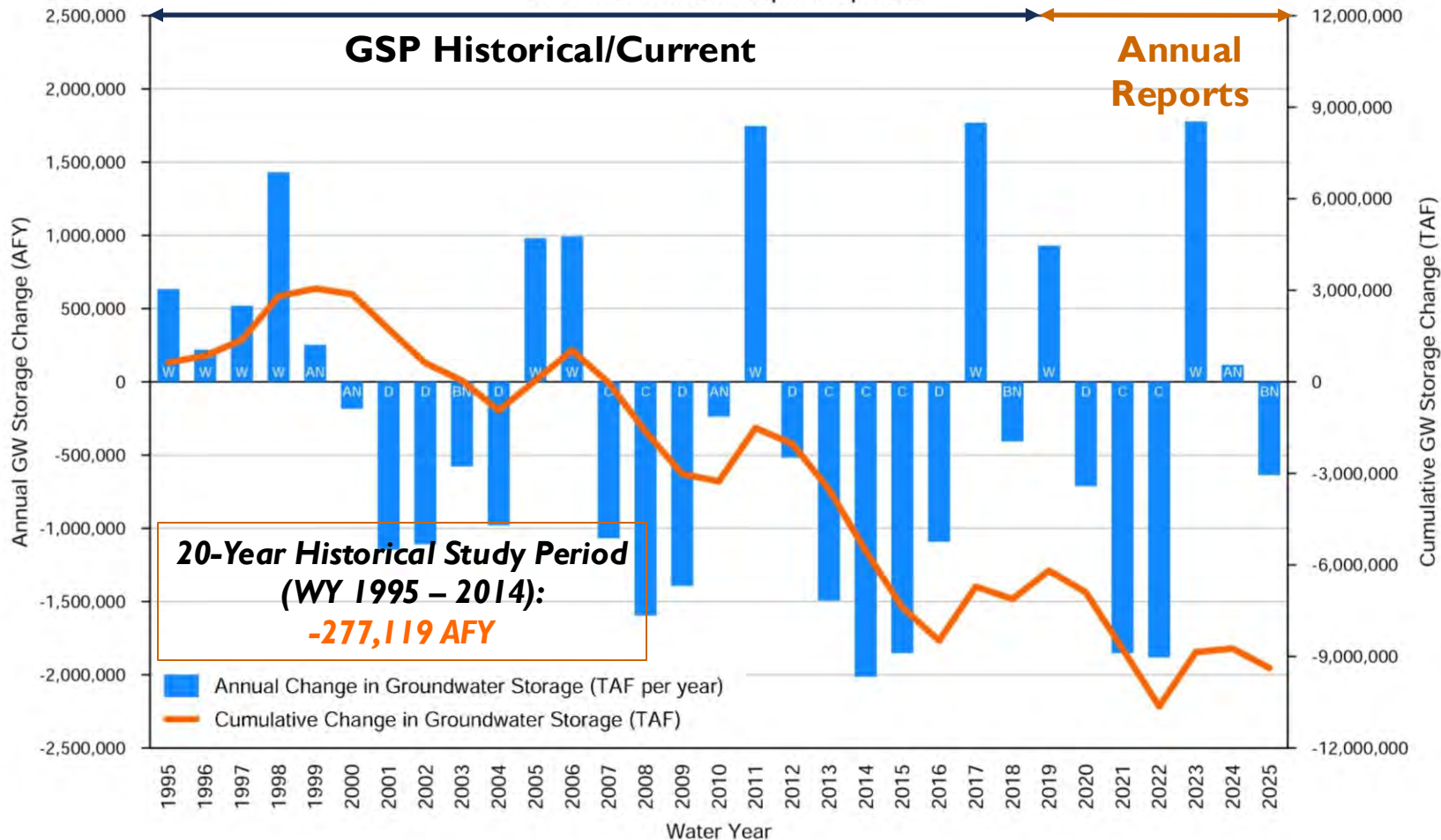
WATER BUDGETS



- Zone budget from C2VSim Subbasin Model
 - Simulated, Physical water only (no ownership)
 - Existing model zones not GSA based
- GSP Checkbook
 - KRGSA inflows/outflows
 - Includes non-KRGSA flows
- KRGSA Water Budget
 - Detailed by entity
 - Simulated and Observed Data

WY 2025 CHANGE in GROUNDWATER in STORAGE DECLINES CONTINUE during PROLONGED DROUGHT

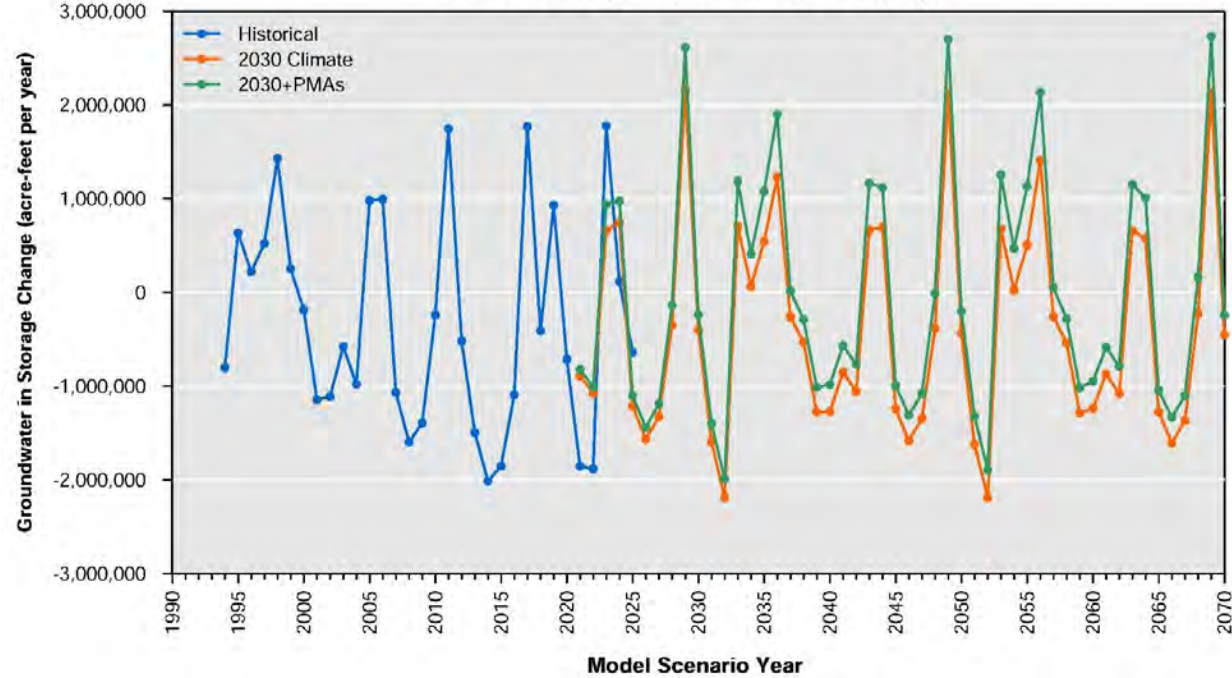
Kern County Subbasin Change in GW Storage for WYs 1995-2025
WY2025 Annual Report Update



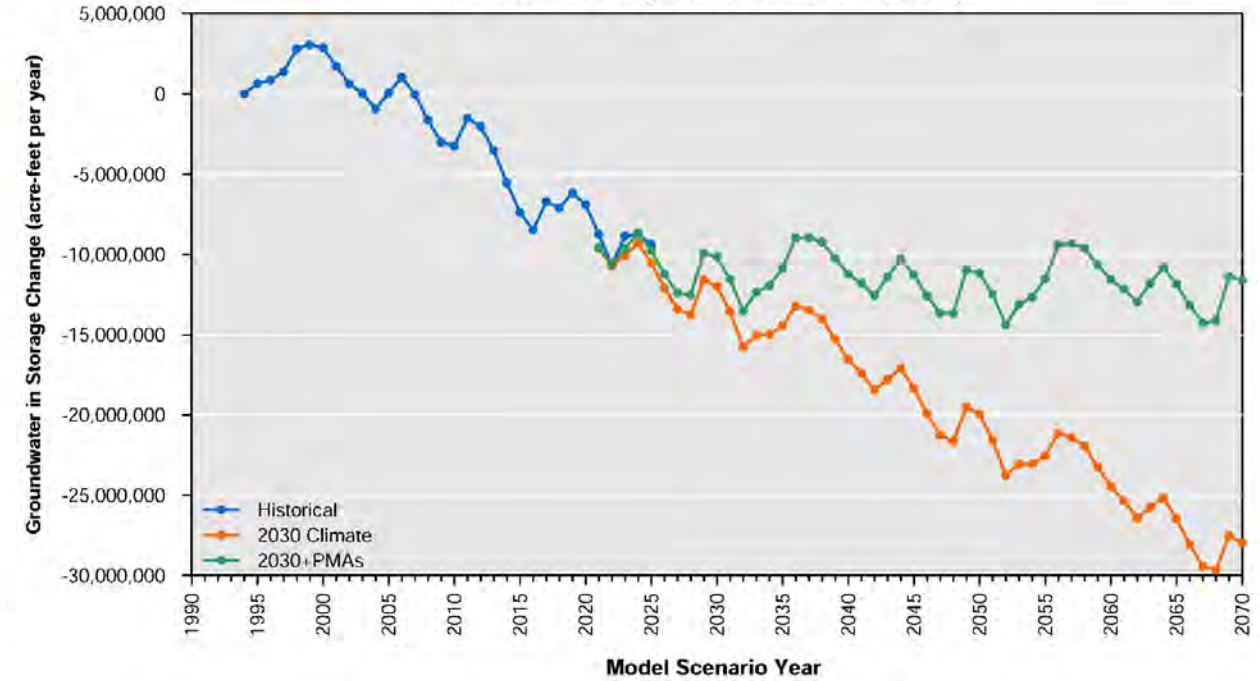
- WY 2025 Storage Change
 - -636,929 AFY
- Water Budget Storage Change
 - Average WY 2015 – WY 2025:
 - -349,133 AFY
 - Average WY 2019 – WY 2025:
 - -322,648 AFY

ACTUAL VS. SIMULATED

Historical, 2030 Climate Change and 2030 Climate Change+PMAs Model Scenario Results
Annual Change in Groundwater in Storage

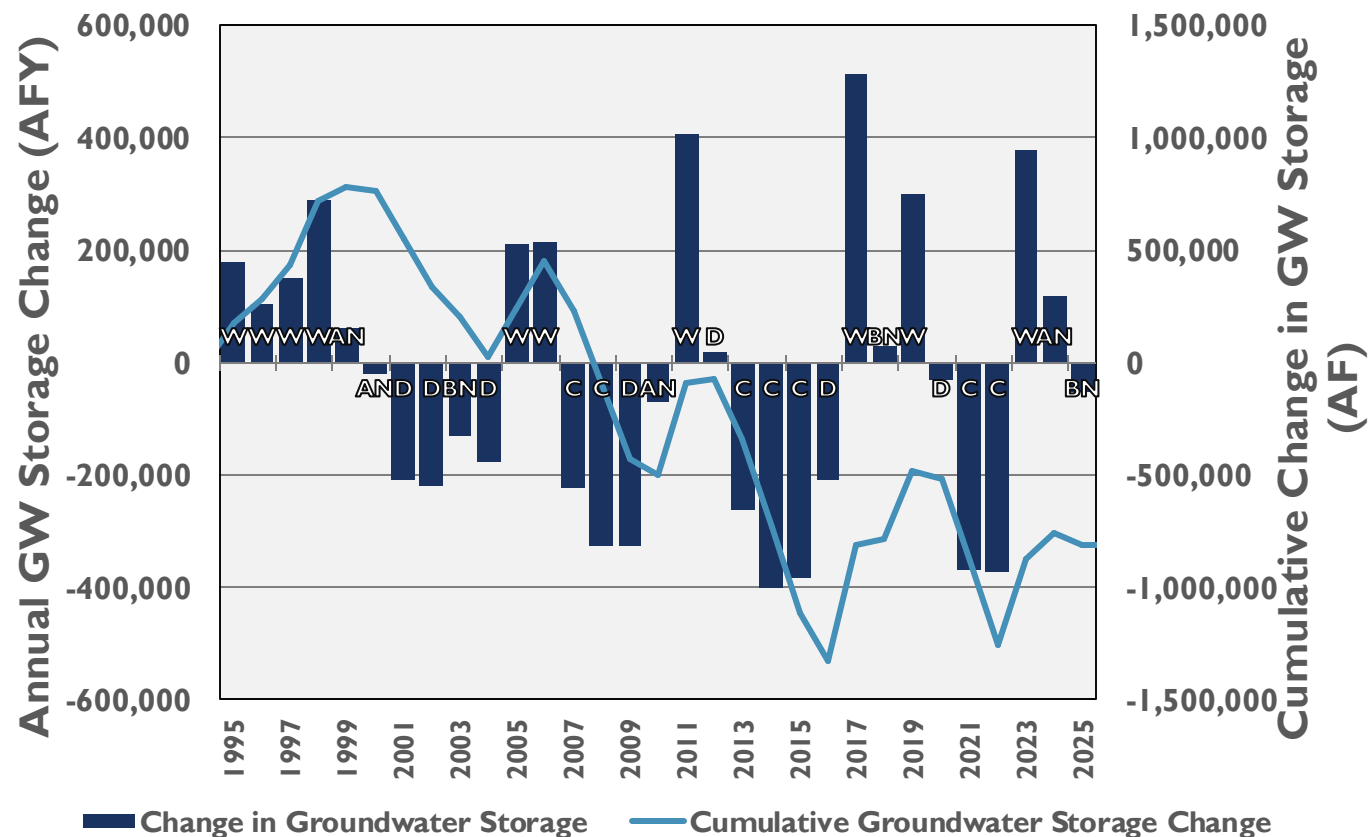


Historical, 2030 Climate Change and 2030 Climate Change+PMAs Model Scenario Results
Cumulative Change in Groundwater in Storage



KRGSA WATER BUDGET

KRGSA Change in GW Storage for WYs 1995-2025



- Zone budget from C2VSim Subbasin Model
- Increase in groundwater during wet years
- Decrease of groundwater during droughts
- Average 1994 – 2015 (KR Index 94%):
 - -56,875 AFY
- Average 2016 – 2025 (KR Index 116%):
 - +31,078 AFY
- *Budget appears balanced for average hydrologic conditions*

KRGSA ADJUSTED WATER BUDGET

<i>All values in acre-feet/ Water Year (AFY)</i>	2017	2018	2019	2020	2021	2022	2023	2024	2025	AVERAGE 1994-2015	AVERAGE 2016-2025
INFLOWS											
Water Zone Budget 1 (Improvement District 4)	32,810	24,209	25,979	19,865	10,094	5,665	11,989	12,354	5,885	46,894	16,844
Water Zone Budget 2 (City of Bakersfield)	248,243	77,745	151,881	104,941	35,536	38,656	282,164	171,872	72,429	71,123	123,210
Water Zone Budget 3 (Kern Delta Water District)	208,194	165,925	187,931	125,869	95,372	98,724	244,901	147,701	147,997	121,571	154,443
Water Zone Budget 5 (Additional Pumping - Return Flows)	11,129	12,179	11,425	12,986	12,815	13,431	14,276	43,525	43,332	12,042	18,685
	500,376	280,058	377,216	263,660	153,816	178,744	553,331	375,452	269,643	309,606	315,409
OUTFLOWS											
Water Zone Budget 1 (Improvement District 4)	7,197	5,531	5,461	10,708	17,534	47,260	7,765	4,820	4,659	14,275	12,339
Water Zone Budget 2 (City of Bakersfield)	56,954	53,843	54,989	61,016	71,124	82,166	54,100	56,155	55,720	77,479	61,162
Water Zone Budget 3 (Kern Delta Water District)	137,921	201,423	160,590	117,526	241,917	178,653	76,304	129,831	178,442	163,563	160,613
Water Zone Budget 5 (Additional Pumping)	34,928	41,638	36,127	38,190	43,905	47,184	47,486	47,670	47,643	55,832	42,298
	237,000	302,435	257,167	227,440	374,480	355,263	185,657	238,478	286,467	330,776	276,413
INFLOWS - OUTFLOWS	263,376	(22,377)	120,049	36,220	(220,664)	(176,519)	367,675	136,974	(16,823)	(21,170)	38,996
Kern River Annual Index	275%	60%	177%	55%	22%	29%	320%	101%	80%	94%	117%

**Checkbook adjusts water budget to remove recharge and recovery pumping by/for non-KRGSA parties.
Checkbook consistent with model results: KRGSA balanced water budget for ave. hydrologic conditions.**

KRGSA GSP PROJECT IMPLEMENTATION PROGRESS IN WY 2025

- The **City** recharged 28,939 AF within the City-owned properties from canals, Kern River, City facilities, 2,800 Acre Groundwater Recharge Facility as part of its *Optimized Conjunctive Use Program*, this amount represents less recharge than occurred in WY 2023 and WY2024. Reused 29,245 AF of treated effluent for irrigation and groundwater recharge; currently studying capacity expansion for City parks.
- **KDWD** as a result of its WAP GSP Project, an estimated annual benefit of 20,797 AF transfer water was retained for active management and utilized 16,691 acre-feet (AF) of water that would have previously been unavailable. This supported surface deliveries and 9,212 AF of in-district groundwater recharge. KDWD is also acquiring land to take it out of production for future recharge sites.
- **ID4** continues to implement their 2020 UWMP by improving water efficiency. In 2024, the construction of its *Cross Valley Canal Extension Lining Project* (Pool No. 8) was completed, increasing reliability of surface water supply during dry conditions. Continued funding and planning to preserve imported water supplies (covering over 82,000 AF of capacity). Completed the Cross Valley Canal Extension Lining Project to reduce seepage by an estimated 1,695 AFY and improve dry-year reliability.
- **Small Water System Consolidations:**
 - East Niles CSD: Awaiting state approval to begin construction for six small systems.
 - City of Bakersfield: Planning the merger of South Kern and Old River Mutual Water Companies.
 - Lamont PUD: Awarded a record-breaking SAFER grant to consolidate the El Adobe POA, addressing long-term arsenic contamination issues.



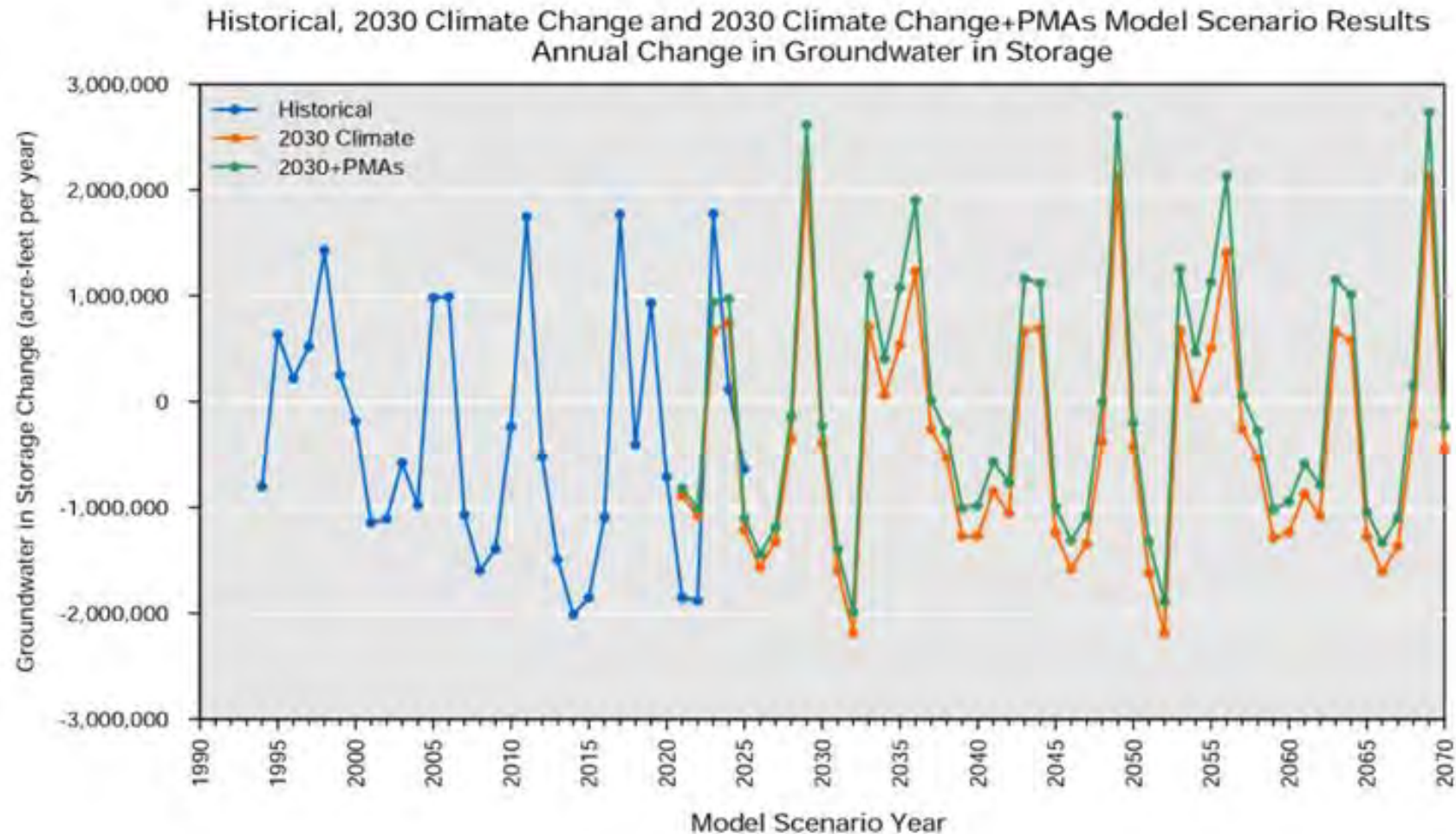
**Groundwater
Recharge
and
Conjunctive
Use**



QUESTIONS?



HISTORICAL TO PROJECTED-FUTURE SCENARIO CHANGE IN STORAGE COMPARISON





To: Kern Delta Water District Board of Directors

From: Steven Teglia – General Manager

Date: July 21, 2026

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 25, 2026.
- Next regular meeting will be July 23, 2026.
- Golden mussel update: KCWA Emergency Action Resolution.
- KCWA and ID-4 Joined South Valley Water Resources Authority.
- Update on Water Transfers, Exchanges, and Purchases.
- Update on Delta Conveyance Activities (see schedule attached).
- Update on CVC and Pioneer Operations.
- 2026 allocation for SWP – 45%.
- Presentation of Strategic Staffing Plan.
- Approval of Pioneer Project Recharge Plan.
- Summary of groundwater and overdraft correction accounts (attached).

Member Unit Manager Meeting:

- The Member Unit Managers met June 11, 2026.
- Update regarding golden mussels.
- Update on Healthy Rivers and Landscapes.
- Update on SWP Subsidence.
- Update DWR Debt Service Billing Project.
- SWP Contractor Dry Year Program / HHS solution effort.
- KCWA strategic plan process update (draft).
- Update on Western Hills.
- Update on KCWA Water Supply Reliability Plan.

Kern Fan Authority:

- The KFA will meet July 22, 2026.
- 2026 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 14, 2026 (agenda attached).
- Basin Coordination Committee update.
- Ratification of Subbasin Cost Share Agreement 26-03.
- Update - Spring Groundwater Quality Monitoring Exceedance Report.
- Approval of Subbasin Exceedance Policy and Action Plan for Land Subsidence – Version 2.0 (June 2026).
- KRGSA Annual Report presentation for WY 2025.

Kern Non-District Land Authority (KNDLA):

- The KNDLA met June 15, 2026 (agenda attached).
- Basin Grant Administration Update.
- KNDLA Cash Call.
- Participation in Subbasin Cost Share Agreement.
- Land IQ field level data support.
- Approval of Subbasin Exceedance Policy and Action Plan for Land Subsidence – Version 2.0 (June 2026).
- Financial reports.
- Landowner outreach report.
- Demand Management Update.
- KNDLA meeting scheduled for 4th Monday of the month.

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

- The KRWCA met July 2, 202 (agenda attached).
- Kern Water Collaborative Update – Nitrate Control Program Management Zone.
- Membership Update.
- SGMA Coordination.
- Outreach and education update.
- On Farm Drinking Water Well reports due Dec. 31, 2026.
- Updates regarding the status of various reports.

South Valley Water Resources Authority:

- The SVWRA did not meet in June.
- Fish Friendly Diversion Demonstration Project update.
- Blueprint activity update.
- Addition of KCWA and ID-4 as General Members.

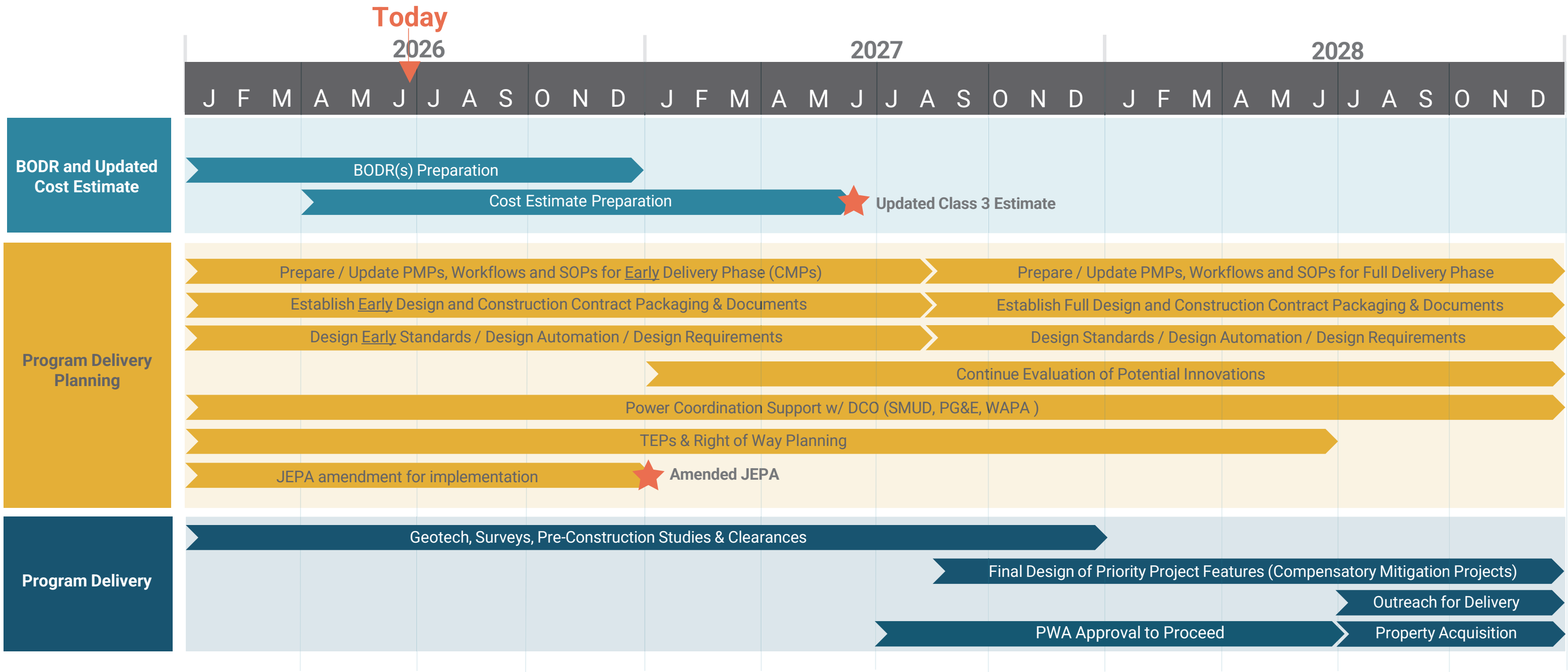
Integrated Regional Water Management Plan (IRWMP):

- No recent meetings.

Water Association of Kern County (WAKC):

- WAKC met June 30, 2026.
- Subbasin SGMA Annual Report Workshop recap.
- Development of sporting clay fundraiser.
- Development of political education tour.
- Summer Water Awareness Campaign.
- Summer workshop luncheon – Golden Mussel Forum August 5, 2026.

DCA Roadmap Through 2028



**Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of May 31, 2026**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of May 31, 2026					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	103,767	91,602	9,962	101,564	5,007	0	106,571
Berrenda Mesa WD	112,167	70,749	6,231	76,980	38,053	0	115,033
Buena Vista WSD	44,696	42,762	2,648	45,410	0	12	45,422
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	74,587	0	0	0	0	92,585	92,585
Henry Miller WD	18,181	19,899	0	19,899	0	0	19,899
Improvement District No. 4	243,891	48,454	9,661	58,115	0	196,723	254,838
Kern County Water Agency	195,912	112,785	62,140	174,925	3,499	17,958	196,382
Kern Delta WD	32,017	37,188	0	37,188	0	0	37,188
Lost Hills WD	97,397	71,050	23,169	94,219	6,280	0	100,499
Rosedale-Rio Bravo WSD	42,313	42,313	0	42,313	0	0	42,313
Semitropic WSD	281,415	28,203	3,835	32,038	0	246,488	278,526
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	65,781	2,552	1,289	3,841	0	61,302	65,143
Westside Mutual Water Co.	500,639	0	0	0	0	510,057	510,057
Wheeler Ridge-Maricopa WSD	273,579	28,910	10,373	39,283	5,743	230,683	275,709
Total	2,092,162	596,467	129,308	725,775	58,582	1,361,628	2,145,985

**Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of May 31, 2026**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of May 31, 2026				
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank ^[1] Total
Buena Vista WSD	72,219	60,864	0	60,864	0	11,355
Henry Miller WD	90,206	63,106	375	63,481	2,584	24,141
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553
Kern Delta WD	99,581	73,102	587	73,689	2,456	32,887
Rosedale-Rio Bravo WSD	236,702	179,998	5,298	185,296	4,471	57,208
Total	553,738	412,426	13,381	425,807	9,511	138,144
						573,462

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



Board Members:

Rodney Palla, Chair
Bob Smith, Vice-Chair
Gene Lundquist

KERN RIVER GSA SPECIAL BOARD MEETING

Tuesday, July 14, 2026
8:00 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 4, 2026, Regular Board Meeting
- 5. NEW BUSINESS**
 - A. Correspondence Received (City Clerk, Maldonado)
 - B. Finance Updates (Loveless)
 - i. Receive and File Financial Report
 - C. Management Group Updates (Maldonado, Shryock, Teglia)
 - i. Basin Coordination Committee Updates
 - ii. Ratification of Kern Subbasin Cost Sharing Agreement 26-03
 - iii. Update on Spring Groundwater Quality Monitoring Exceedances
 - D. Consider Adoption of the Exceedance Policy and associated Action Plan for Land Subsidence – Version 2.0 (June 2026)
 - E. KRGSA Annual Report Presentation Water Year 2025
- 6. CLOSED SESSION**
 - A. Conference with Legal Counsel – ***Potential Litigation***
 - i. Closed session pursuant to Government Code section 54956.9(d)(2),(e)(3)
 - a. Well Mitigation Application for Hughes Lane
 - b. Well Mitigation Application for Panama Road
- 7. CLOSED SESSION ACTION**

8. COMMITTEE COMMENTS

9. ADJOURNMENT

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive, Bakersfield, CA 93308

Meeting of the Board of Directors

June 15, 2026, 2:00 p.m.

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

<https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4lFdX8AnOTJBubbKBaglaC.1>

Telephone Dial-in: (669) 900-6833

Meeting ID: 879 1682 8311

Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

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

1. Roll Call- Quorum Determination.

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

2. Flag Salute

3. Public Input

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

4. Approval of Minutes

- a. *April 27, 2026

5. Financial Report

- a. *Financial Reports and Accounts Payables
- b. *Subbasin Cost Share Request
 - i. KNDLA Cash Call Needs
- c. *Audit Presentation

6. Administration

- a. Executive Director Report
- b. Demand Management Update

-
- i. Groundwater Allocation Options Overview
 - ii. *Phase 2 and 3 Proposal

7. Technical Report

- a. *Consider Adoption of the Exceedance Policy and associated Action Plan for Land Subsidence Version 2.0 (June 2026)
- b. *Land IQ, APN and Ownership for Field Level Data needs

8. DWR Grant Administration

- a. Report on Grant Administration (Jason)

9. Legal (Valerie)

- a. Statewide Update

10. New Business

11. Correspondence

12. Closed Session

a. Conference with legal counsel – anticipated litigation

Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: 2 potential matters. (Potential liability arising from development of demand management program; Potential liability from potential future water district formation and overlapping GSA election).

13. Adjournment

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

BOARD OF DIRECTORS' MEETING AGENDA

Date: Thursday, July 2, 2026
Time: 1:30 P.M.
Location: Rosedale-Rio Bravo WSD, 849 Allen Road, Bakersfield, CA 93314

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT OF QUORUM**
- 3. INTRODUCTIONS**
- 4. PUBLIC COMMENT**
- 5. BOARD MEETING MINUTES**
 - a. **APPROVAL of May 7, 2026, Board Meeting Minutes***
- 6. TREASURER/FINANCIAL REPORT**
 - a. **July 2026 Accounts Payable/Receivable Ratification***
- 7. KRWCA MANAGER REPORT/ILRP PROGRAM UPDATE**
 - a. Administrative:
 - i. CVRWQCB Compliance Activity
- 8. REPORT OF PROVOST & PRITCHARD CONSULTING GROUP**
 - a. General Program Updates
- 9. NITRATE CONTROL PROGRAM MANAGEMENT ZONE**
 - a. Kern Water Collaborative (KWC) Update:
 - i. Application, Well Test and Water Delivery Update – DMS Demo
 - ii. Community Outreach and Engagement <https://KWCMZ.org>
 - iii. Modesto Resolution for ILRP GO Update – Hearing June 3, 2026
 - b. SGMA Coordination:
 - i. Kern Subbasin Annual Report Workshop, June 30
 - ii. KMEC Member; June 5 & June 23, 3 applications
- 10. CV-SALTS www.cvsalinity.org**

Manager Bell and Land IQ represent KRWCA at the Monthly CV-SALTS Meetings. Information related to CVSALTS is available at www.cvsalinity.org.



11. OLD OR NEW BUSINESS

12. ATTORNEYS REPORT

13. CLOSED SESSION

- a. Conference with Legal Counsel – Anticipated Litigation/Significant exposure to litigation-Government Code Section 54956.9(d)(2). One item.

14. RECONVENED and REPORT from CLOSED SESSION - Gov't. Code section 54957.1.

15. KRWCA & KWC MEETING ATTENDANCE HIGHLIGHTS – INFORMATION ITEM

- a. 5/8, KWC Board Meeting
- b. 5/11, P2 MZIP Approach Meeting
- c. 5/13, MZ Leaders Meeting
- d. 5/14, CVSALTS/CVSC Executive Committee Meeting
- e. 5/18, CVGMC Monthly Meeting
- f. 5/27, 2nd Expert Panel Meeting
- g. 5/29, PEOC Meeting
- h. 6/3, CVRWQCB Hearing on Modesto MZ Tentative Order
- i. 6/5, KMEC Meeting
- j. 6/10, MZ Leadership Meeting
- k. 6/10, CVSC Board of Directors Workshop
- l. 6/11, CVSALTS/CVSC Executive Committee Meeting
- m. 6/12, KWC Board Meeting
- n. 6/15, 2nd Expert Panel Meeting
- o. 6/23, KMEC Meeting
- p. 6/29, Meeting with Audit Team
- q. 6/30, Kern Subbasin Annual Report Workshop
- r. 7/1, SSJWQC MPEP/CVSALTS Meeting

16. NEXT MEETING

Next regularly scheduled meeting TBD. Manager suggests September 3, 2026, as the next meeting rather than August 6, 2026.

17. ADJOURN

“*” Notates an action item (Approval/Ratification)



To: Kern Delta Water District Board of Directors

From: Steven Teglia – General Manager

Date: July 21, 2026

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 14, 2026, there was 272cfs of Kern Fan recovery as reported via KCWA weekly call.
- See attached graphs provided by KCWA for Kern Fan banking information as of June 30, 2026.

Pioneer Participant Meeting:

- The Pioneer Project Participants' July meeting was canceled.
- Update on current operations.
- Update on Pioneer Improvement Projects.
- Discussion regarding Pioneer GSA.

Kern Fan Monitoring Committee:

- The Kern Fan Monitoring Committee meeting of July 15, 2026 was canceled.
- Chair: Tom Suggs/Vice Chair Isela Medina.
- Update on reports.
- Review of water level monitoring hydrographs.
- Approval of KCWA as Fiscal Agent.
- Next meeting September 16, 2026.

KDWD Water Banking Project:

- No current third-party banking activity.

Cross Valley Canal Advisory Committee:

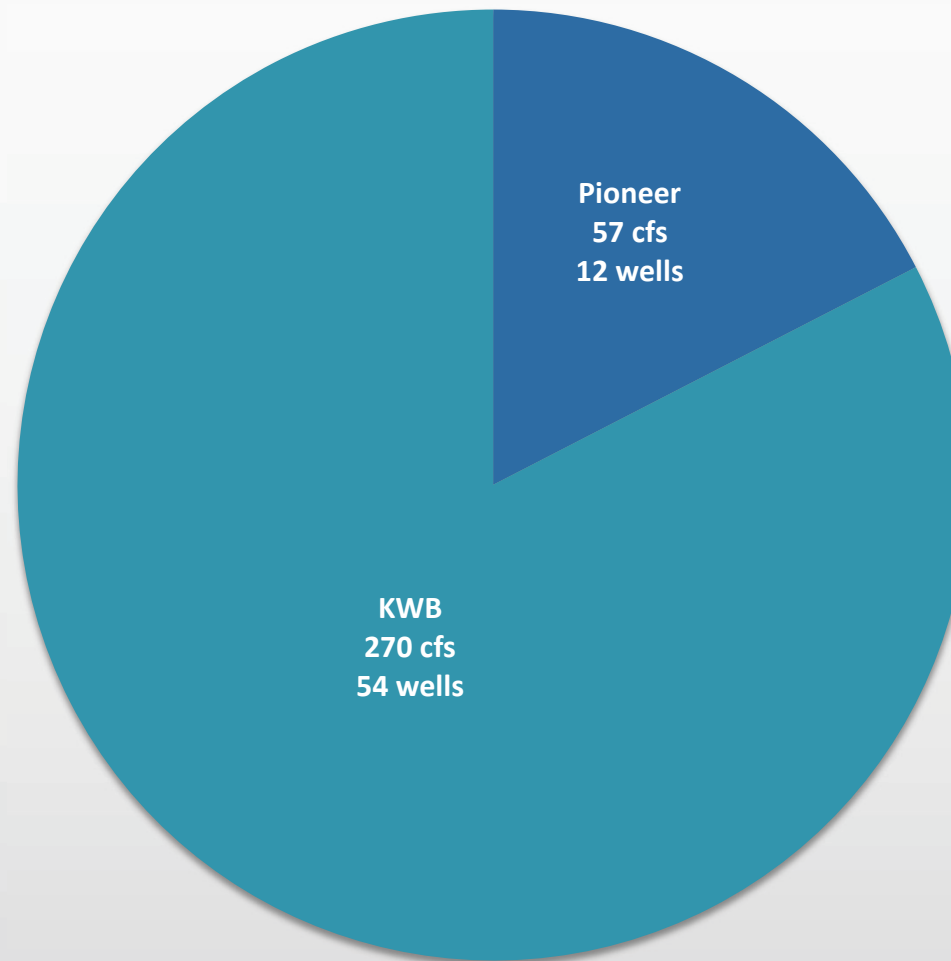
- The CVC Advisory Committee met June 24, 2026.
- Report on CVC operations.
- CVC Construction and Maintenance Projects.
- RRB update on Kern Fan Project Alternative No. 5 Feasibility Study.

- Update on golden mussel task force.
- Termination of Emergency Action regarding CVC River Turnout No. 3 secondary turnout.
- Amendment No 1 for CVC Pool 6 open channel meter project – time extension only.
- Approval of engineering and design services agreement for input/output card modernization at CVC pumping plants project.
- See attached graphs provided by KCWA regarding CVC utilization.

Kern Fan Banking Projects

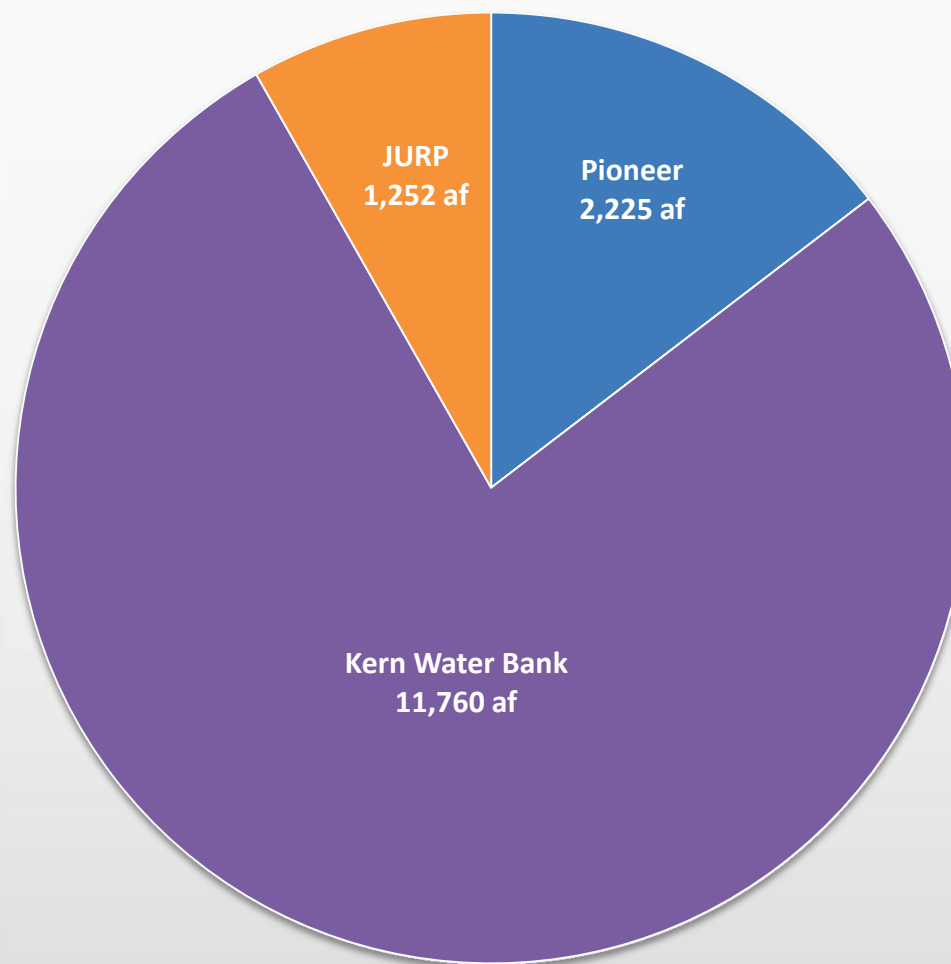
2026 Current Recovery Operations by Project

Through June 25, 2026



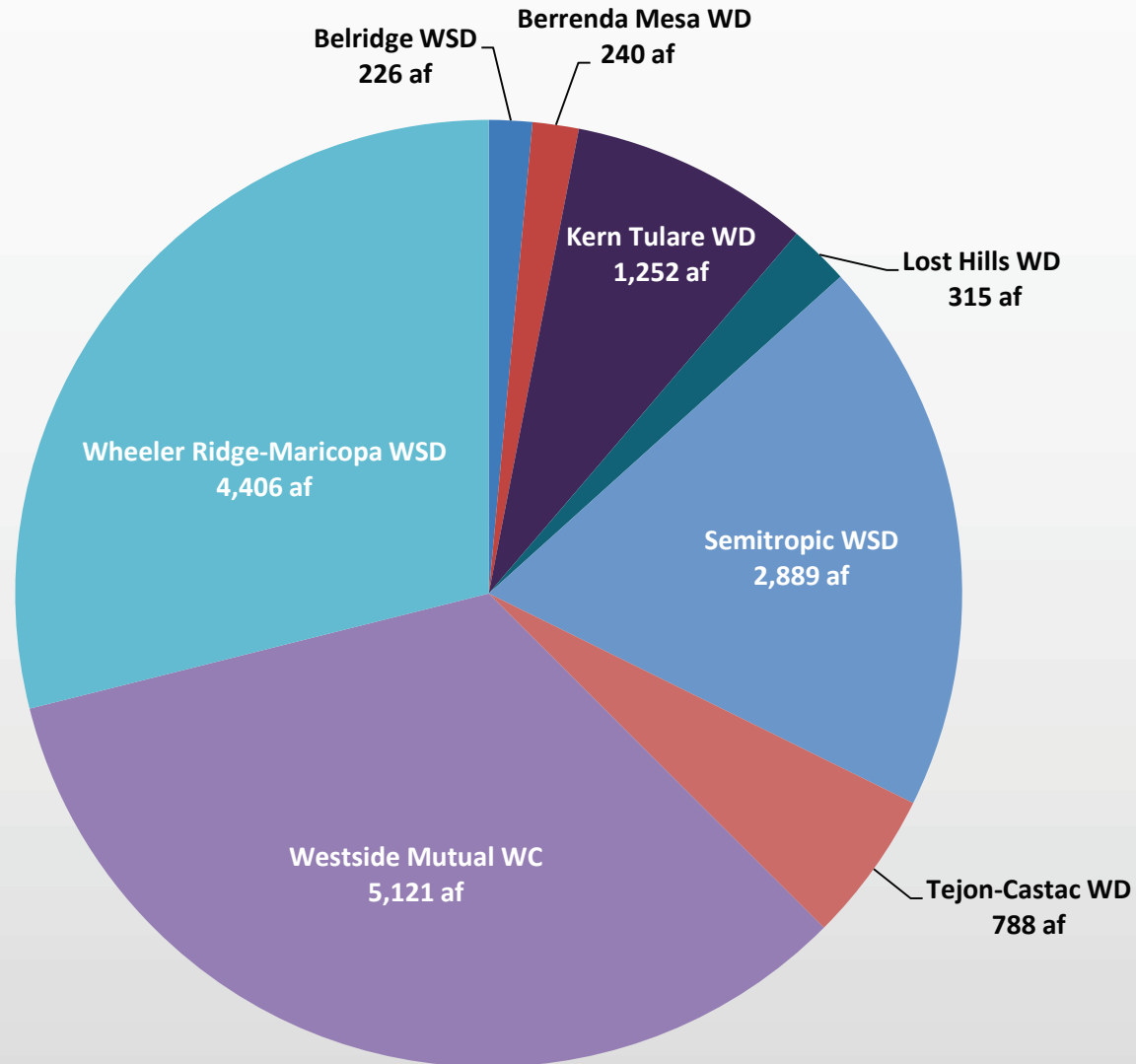
Current Recovery Operations 327 cfs

**Kern Fan Banking Projects
2026 Estimated Gross Recovery by Project
Through May 31, 2026**



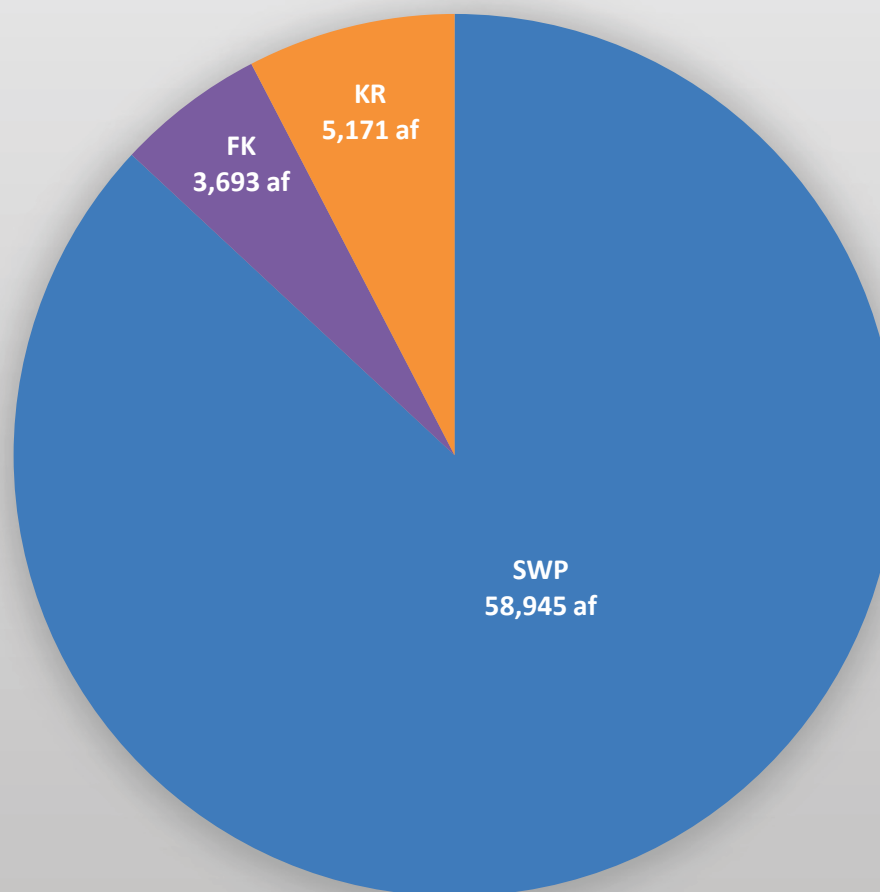
Total Gross Recovery 15,237 af

**Kern Fan Banking Projects
2026 Estimated Recovery by Participant
Through May 31, 2026**

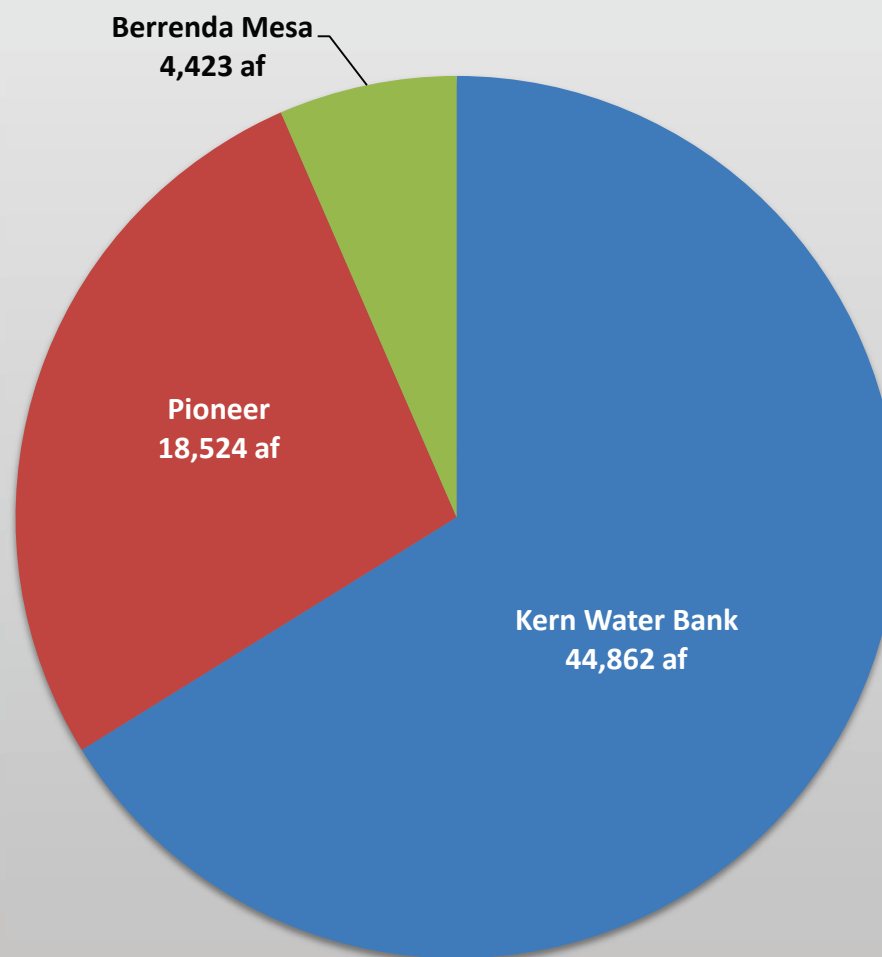


Total Gross Recovery 15,237 af

**2026 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through May 31, 2026
Total Deliveries 67,809 af**



**2026 Estimated Kern Fan Banking Project Deliveries
(by Project)
Deliveries through May 31, 2026
Total Deliveries 67,809 af**



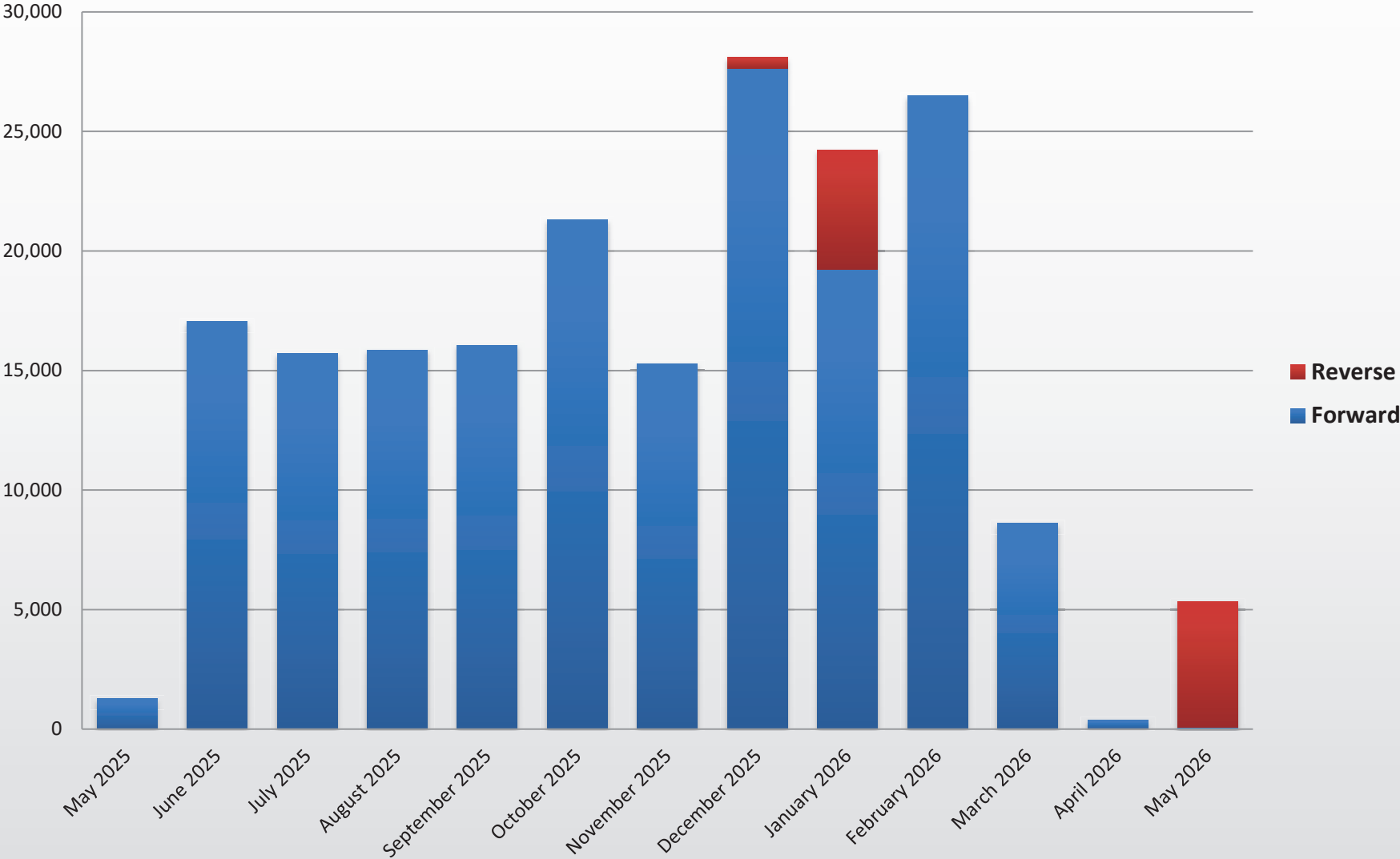
**Cross Valley Canal
May 2026 Deliveries
Total Deliveries 5,321 af**

Attachment 2



Cross Valley Canal

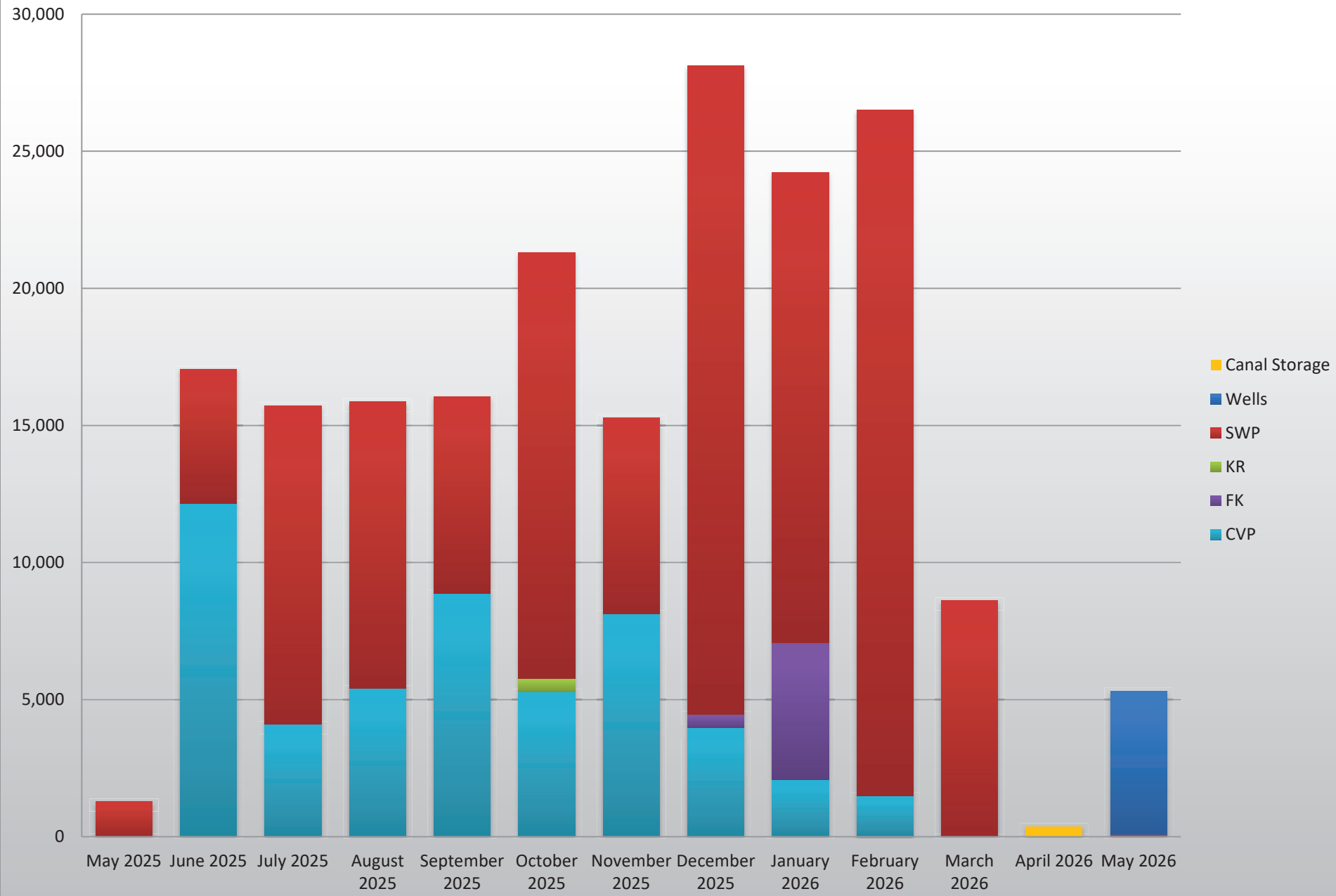
Twelve Month Delivery by Direction

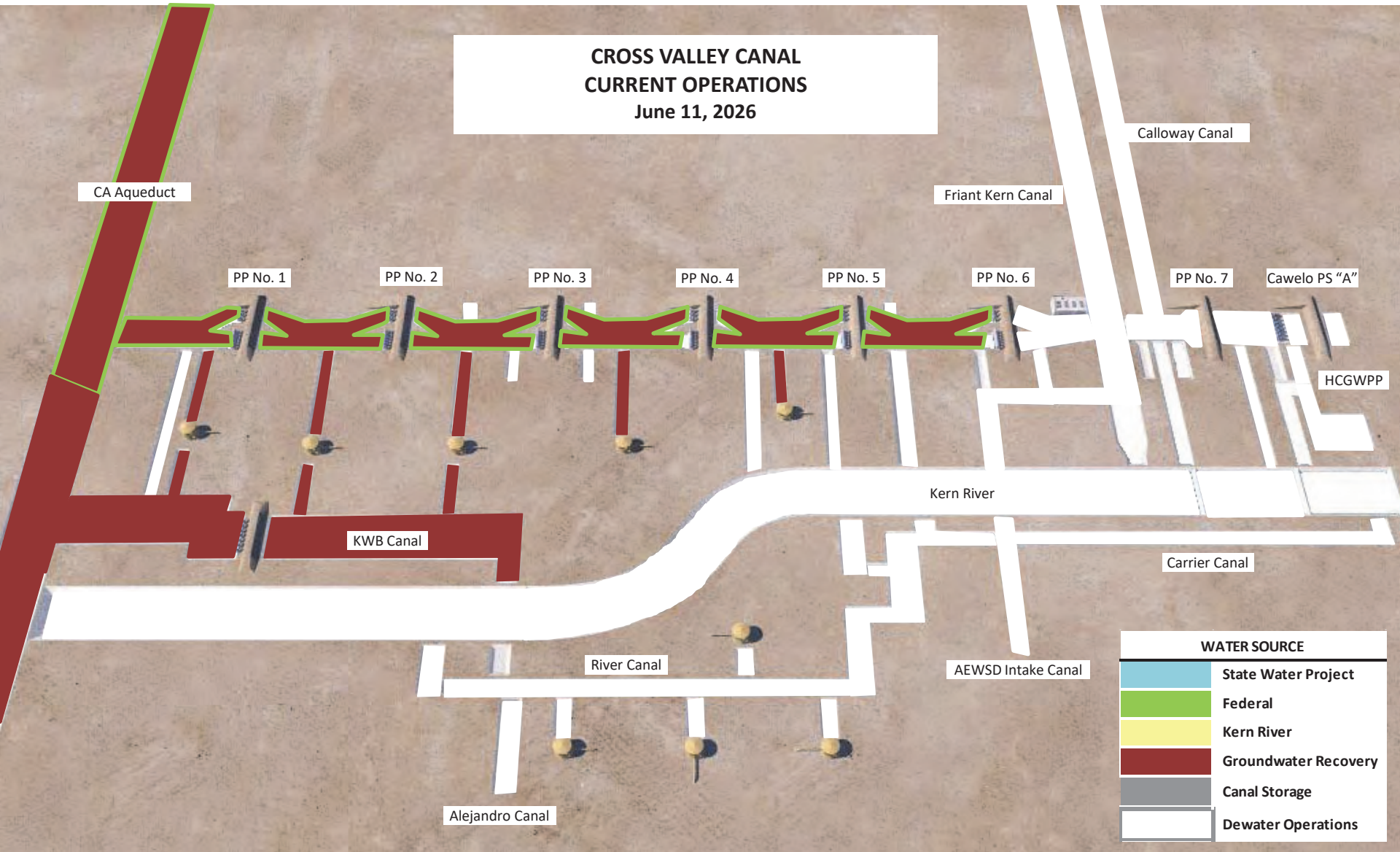


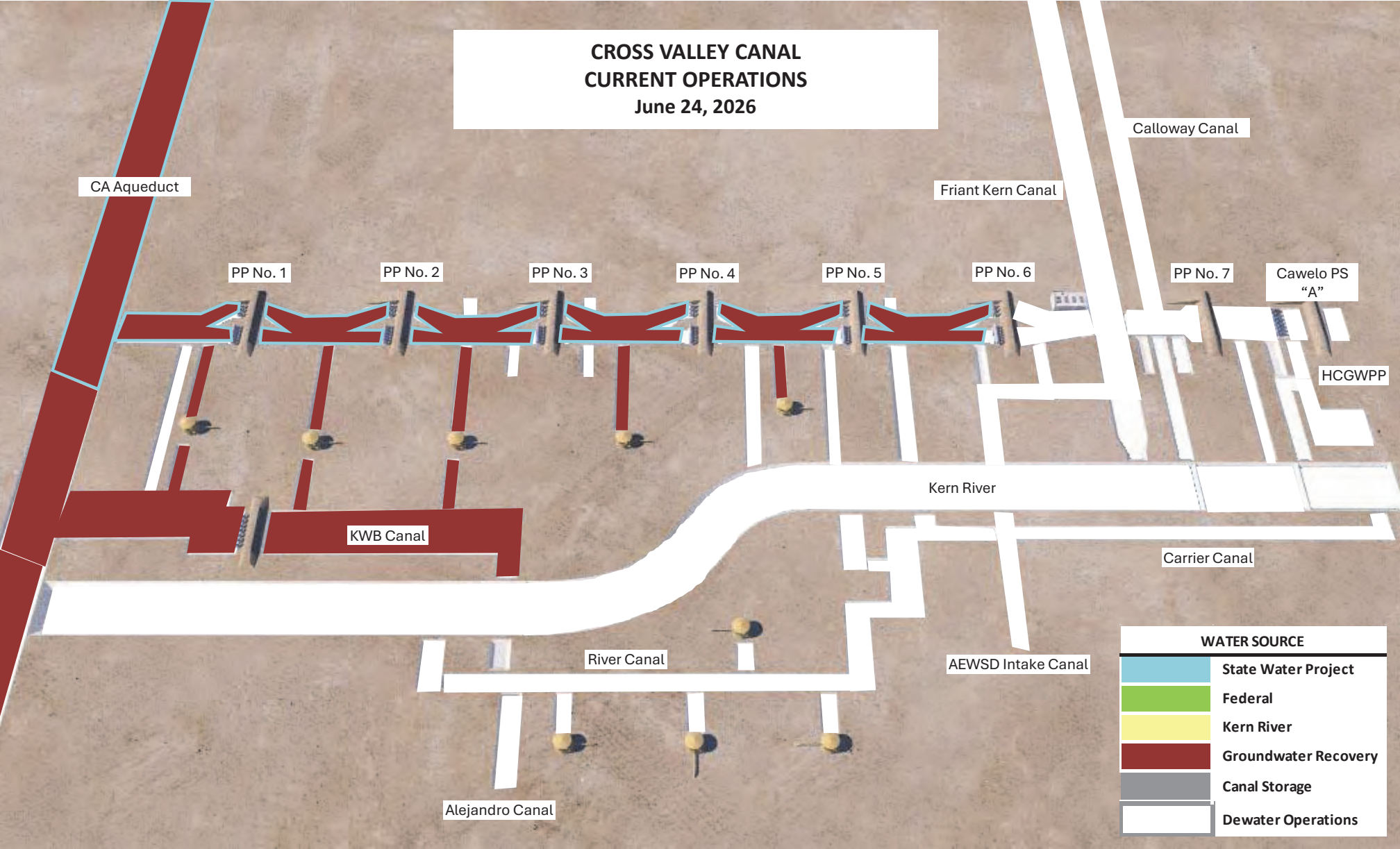
Cross Valley Canal

Twelve Month Delivery by Source

Attachment 3







Cross Valley Canal
Pump and Flow Configuration
Last Updated on June 11, 2026

'A' Pumping Plants												'B' Pumping Plants					
		A	B	C	D	E	F	G	H	J	Total cfs	K	L	M	N	Total cfs	Total cfs
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		922	167	167	167		500	1,422
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	565	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		922	167	167	167		500	1,422
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	843	167	167	167		500	1,343
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	10/1/26	180	180	180	70	31	70	31	773	167	167	167		500	1,273
Pumping Plant No. 5	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	843	167	167	167		500	1,343
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	70	31		812	40	185	185	90	500	1,312
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	31				342						342

Note: Return to service dates are subject to change.

Current spares:

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

 Pump out for service
 Motor out for service

Tab VII



[AB 35](#) ([Alvarez, D](#)) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.

Current Text: 06/11/2026 - Amended [HTML](#) [PDF](#)

Introduced: 12/02/2024

Last Amended: 06/11/2026

Status: 06/25/2026 - Read third time. Urgency clause adopted. Passed. Ordered to the Assembly. (Ayes 36. Noes 0.). In Assembly. Concurrence in Senate amendments pending.

Calendar: [06/29/26 #20 A-CONCURRENCE IN SENATE AMENDMENTS](#)

Location: 06/25/2026 - Assembly CONCURRENCE

Summary: Existing law, the Administrative Procedure Act, sets forth the requirements for the adoption, publication, review, and implementation of regulations by state agencies. The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (act), approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Existing law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Existing law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency. This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act, as provided. The bill would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including, among other things, to develop draft project solicitation and evaluation guidelines, to transmit copies of those guidelines to the fiscal committees and to the appropriate policy committees of the Legislature, to hold a noticed public meeting on those guidelines, and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided. The bill would require the Secretary of the Natural Resources Agency to post an electronic form of the guidelines submitted by a state entity and the subsequent verifications on the Natural Resources Agency's internet website. The bill would authorize the use of certain previously developed program guidelines and selection criteria for these purposes, as provided. This bill contains other related provisions and other existing laws. (Based on 06/11/2026 text)

Is Urgency: Y

Is Fiscal: Y

Attachments:

[CLIENTS AB 35 SUPPORT SNRW 052926.docx](#)

[CLIENTS AB 35 SUPPORT SAPPR 061726.docx](#)

Organization	Position
VAWC	Favor

[AB 1772](#) ([Papan, D](#)) Fish and wildlife: invasive species: invasive mussels.

Current Text: 06/25/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/09/2026

Last Amended: 06/25/2026

Status: 06/25/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on JUD.

Calendar: 06/30/26 S-JUDICIARY 9:30 a.m. - 1021 O Street, Room 2100 UMBERG, THOMAS, Chair

Location: 06/23/2026 - Senate Judiciary

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water in the state,

invasive mussels, and authorizes the Director of Fish and Wildlife or the director's designee to engage in various enforcement activities, including ordering the areas in conveyance that contain water be drained, dried, or decontaminated, as provided. Existing law requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that may occur in a water supply system. Existing law requires, if invasive mussels are detected, the operator of a water supply system to, in cooperation with the department, prepare and implement a plan to control or eradicate invasive mussels within the system, and eliminate or minimize any potential downstream transport of an invasive mussel. Existing law requires, on or before December 31, 2026, the department to review all approved plans and require all plans that do not specifically address all invasive mussel species known to be present in bodies of water in the state as of January 1, 2026, to be updated or revised appropriately to include all invasive mussel species, on or before September 30, 2027. Existing law requires every invasive mussel species to be addressed in a plan no later than 180 days from the date that the species is listed in a certain regulation. Existing law defines "invasive mussel" for these purposes as any nonnative detrimental mussel, as provided. This bill would prohibit a conveyance from being launched until a specified drying period has completed, as provided. By expanding the scope of a crime, this bill would impose a state-mandated local program. The bill would require the department to require water supply system operators to update their plans to address all invasive mussel species present in the operator's water system as of January 1, 2026, as provided. The bill would require a plan to address every invasive mussel species detected in a water supply system after January 1, 2026, no later than 180 days from the date the species is detected. The bill would require a plan to minimize or eliminate the spread of invasive mussels. The bill would revise the definition of "invasive mussel" to mean any nonnative biofouling mussel, as provided. By expanding the scope of a crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 06/25/2026 text)

Is Urgency: N

Is Fiscal: Y

Attachments:

[VAWC AB 1772 WPW SA 04082026.edited.docx](#)

Organization	Position
VAWC	Support/Amend

[AB 1881](#) ([Ramos, D](#)) **California Indian Freedom Act of 2026.**

Current Text: 05/19/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/12/2026

Last Amended: 05/19/2026

Status: 06/22/2026 - Referred to Com. on JUD.

Calendar: *06/30/26 S-JUDICIARY 9:30 a.m. - 1021 O Street, Room 2100 UMBERG, THOMAS, Chair*

Location: 06/22/2026 - Senate Judiciary

Summary: Existing law establishes various protections for California Native American tribes, including prohibiting a public agency or private party using or occupying public property or operating on public property from interfering with the free expression or exercise of Native American religion as provided in the United States Constitution and the California Constitution. Existing law also requires a local government to provide formal notification to each California Native American tribe that is traditionally and culturally affiliated with the project site as an invitation to consult on the proposed project, as provided. Existing law requires the local government, during the consultation, to give deference to the tribal information, tribal knowledge and customs, and the significance of the resource to the California Native American tribe. Existing law prohibits any information, as described, that is submitted by a California Native American tribe during the environmental review process from being included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, as specified, without the prior consent of the tribe that provided the information. This bill, the California Indian Freedom Act of 2026, would prohibit a governmental agency from substantially burdening a California Indian or California Native American tribe's exercise of religious beliefs or spiritual practices on state lands, including their access to and use of sacred sites and objects, and their ability to perform religious ceremonies and rites, even if the burden results from a rule of general applicability, unless the governmental agency demonstrates that application of the burden is in furtherance of a compelling governmental interest and is in the least restrictive means of furthering that interest. The bill would authorize a California Indian or tribe to assert a violation of these provisions as a claim or defense in any judicial or administrative proceeding, as specified. The bill would require a governmental agency to allow California Indians access to sacred sites on state lands, as specified. The bill would require a governmental agency to seek and document free, prior, and informed consent from affected tribes before undertaking any

project action on state lands that may pose a risk to sacred sites, as specified. The bill would require the affirmation of consent from the governing body of the affected tribe to be in writing, as described. This bill contains other related provisions and other existing laws. (Based on 05/19/2026 text)

Is Urgency: N

Is Fiscal: Y

Organization	Position
VAWC	Oppose Unless Amended

[AB 1894](#) ([Rubio, Blanca, D](#)) Fish and wildlife: invasive mussels: imported water.

Current Text: 05/28/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/12/2026

Last Amended: 05/28/2026

Status: 06/23/2026 - Read second time. Ordered to third reading.

Calendar: *06/29/26 #121 S-ASSEMBLY BILLS - THIRD READING FILE (Floor Mgr.- Rubio)*

Location: 06/23/2026 - Senate THIRD READING

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, invasive mussels, and authorizes the Director of Fish and Wildlife, or the director's designee, to engage in various enforcement activities with regard to invasive mussels. Existing law, until January 1, 2030, requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that occurs in a water supply system. Existing law requires any person, or federal, state, or local agency, district, or authority that owns or manages a reservoir, where specified activities are permitted, except as specified, to develop and implement a program designed to prevent the introduction of invasive mussel species, as provided. Existing law requires any entity that discovers invasive mussels within the state to immediately report the discovery to the department. This bill would prohibit a public agency from prohibiting imported water deliveries for groundwater replenishment, as defined, due to invasive mussels if the importation complies with a specified invasive mussel control plan and unless there is substantial, documented evidence of a proven health and safety risk as a result of the invasive mussels. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities and counties, including charter cities and charter counties. (Based on 05/28/2026 text)

Is Urgency: N

Is Fiscal: Y

Attachments:

[VAWC AB 1894 OUA AWPW 04072026.edited.docx](#)

[VAWC AB 1894 OUA SNRW 05292026.docx](#)

Organization	Position
VAWC	Oppose Unless Amended

[AB 1941](#) ([González, Mark, D](#)) Organized metal theft.

Current Text: 06/04/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/13/2026

Last Amended: 06/04/2026

Status: 06/24/2026 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (June 23). Re-referred to Com. on APPR.

Calendar: *08/03/26 S-APPROPRIATIONS 10 a.m. - 1021 O Street, Room 2200 CERVANTES, SABRINA, Chair*

Location: 06/24/2026 - Senate Appropriations

Summary: Existing law makes a person who is a dealer in or collector of junk, metals, or secondhand materials, or their agent, employee, or representative, who buys or receives any wire, cable, copper, lead, solder, mercury, iron, or brass that the person knows or reasonably should know is used by or belongs to specified entities, including a railroad, certain utility companies, or a public entity engaged in furnishing public utility service, without using due diligence to ascertain that the person selling or delivering that material has a legal right to do so, guilty

of criminally receiving that property and, in addition to imprisonment, makes that act punishable by a fine of not more than \$5,000. This bill would prohibit organized metal theft, described as acting in concert with one or more persons to steal metal materials from one or more of specified materials and items with the intent to sell, exchange, or return those metal materials for value, acting in concert with 2 or more persons to receive, purchase, or possess those metal materials knowing or believing it to have been stolen, acting as an agent of another to steal those metal materials as part of an organized plan to commit theft, or recruiting, coordinating, organizing, supervising, directing, managing, or financing another to undertake acts of theft of metal. The bill would make a violation of organized metal theft punishable as either a misdemeanor or a felony. The bill would make related findings and declarations and state the intent of the Legislature. By creating new crimes, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 06/04/2026 text)

Is Urgency: N

Is Fiscal: Y

Attachments:

[AB 1941 - Organized Metal Theft - Fact Sheet.pdf](#)

[CCVFCA VAWC AB 1941 SUPPORT APS 031826.docx](#)

[CCVFCA VAWC AB 1941 SUPPORT SPS 060526.docx](#)

Organization	Position
VAWC	Support

[AB 2026](#) ([Aguiar-Curry, D](#)) **Water diversion: groundwater recharge: permit.**

Current Text: 05/22/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/17/2026

Last Amended: 05/22/2026

Status: 06/24/2026 - From committee: Do pass and re-refer to Com. on E.Q. (Ayes 5. Noes 0.) (June 23). Re-referred to Com. on E.Q.

Calendar: *07/01/26 S-ENVIRONMENTAL QUALITY 9 a.m. - 1021 O Street, Room 1200 BLAKESPEAR, CATHERINE, Chair*

Location: 06/23/2026 - Senate Environmental Quality

Summary: Existing law declares that all water within the state is the property of the people of the state, but the right to the use of the water may be acquired by appropriation in the manner provided by law. Existing law requires the appropriation to be for some useful or beneficial purpose. Existing law provides, however, that the diversion of floodflows for groundwater recharge does not require an appropriative water right if certain conditions are met, including that a local or regional agency that has adopted a local plan of flood control or has considered flood risks as part of its most recently adopted general plan has given notice, as provided, of imminent risk of flooding and inundation of lands, roads, or structures. Existing law defines "floodflow" for these purposes to include circumstances in which flows would inundate ordinarily dry areas in the bed of a terminal lake to a depth that floods dairies and other ongoing agricultural activities, or areas with substantial residential, commercial, or industrial development. Existing law applies those requirements to diversions commenced before January 1, 2029. Existing 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 from depositing or disposing of certain material where it may pass into any river, stream, or lake, without first notifying the Department of Fish and Wildlife of that activity, and entering into a lake or streambed alteration agreement if required by the department to protect fish and wildlife resources, except as specified. This bill would revise and recast those conditions required for the appropriative water right exemption for a diversion of floodflows for groundwater recharge, would apply the requirements to a diversion commenced before January 1, 2034, and would further exempt those diversions from the requirements of the California Environmental Quality Act (CEQA) and requirements relating to lake or streambed alteration agreements, subject to conducting tribal consultation, as provided. The bill would expand the definition of "floodflow" to include flows downstream of a dam that is releasing water for flood control purposes, as provided. This bill contains other related provisions and other existing laws. (Based on 05/22/2026 text)

Is Urgency: N

Is Fiscal: Y

Organization	Position
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[AB 2032](#) ([Ransom, D](#)) Fish and wildlife: golden mussels.**Current Text:** 06/11/2026 - Amended [HTML](#) [PDF](#)**Introduced:** 02/17/2026**Last Amended:** 06/11/2026**Status:** 06/24/2026 - From committee: Do pass and re-refer to Com. on E.Q. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (June 23). Re-referred to Com. on E.Q.**Calendar:** *07/01/26 S-ENVIRONMENTAL QUALITY 9 a.m. - 1021 O Street, Room 1200 BLAKESPEAR, CATHERINE, Chair***Location:** 06/23/2026 - Senate Environmental Quality

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, invasive mussels, as defined. Existing law requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that may occur in a water supply system, and, if invasive mussels are detected, to prepare and implement a plan, as specified, to control or eradicate invasive mussels within the system (control plan). Existing law prohibits the importation, transportation, possession, or live release of specified wild animals, except under a revocable, nontransferable permit, known as a restricted species permit, issued by the department, in cooperation with the Department of Food and Agriculture, and only if certain requirements are met. Existing law authorizes the department to issue permits, commonly known as scientific collecting permits, to take or possess any form of plant or animal life for scientific, educational, or propagation purposes. This bill would exempt from the requirement to obtain a restricted species permit for golden mussels a public or private agency that operates a water supply system and has submitted a control plan to the department for maintenance and operational activities in the water supply system, as specified. The bill would provide that this exemption remains in effect for a particular public or private agency until the department determines the agency's control plan does not meet the statutory requirements for control plans or approves the control plan. This bill contains other related provisions and other existing laws. (Based on 06/11/2026 text)

Is Urgency: Y**Is Fiscal:** Y**Attachments:**[AB 2032 Golden Mussels Fact Sheet.pdf](#)

Organization	Position
VAWC	

[AB 2218](#) ([Kalra, D](#)) Water policy: California Native American tribes.**Current Text:** 04/16/2026 - Amended [HTML](#) [PDF](#)**Introduced:** 02/19/2026**Last Amended:** 04/16/2026**Status:** 06/24/2026 - From committee: Do pass and re-refer to Com. on E.Q. (Ayes 5. Noes 0.) (June 23). Re-referred to Com. on E.Q.**Calendar:** *07/01/26 S-ENVIRONMENTAL QUALITY 9 a.m. - 1021 O Street, Room 1200 BLAKESPEAR, CATHERINE, Chair***Location:** 06/23/2026 - Senate Environmental Quality

Summary: Existing law establishes the sovereignty of the state. This bill would require the state government to support California Native Americans to maintain cultural and linguistic traditions, practice ecosystem stewardship, and engage in good faith government-to-government consultations with all California Native American tribes regarding policies that may affect tribal communities. This bill contains other related provisions and other existing laws. (Based on 04/16/2026 text)

Is Urgency: N**Is Fiscal:** Y**Attachments:**[AB 2218 \(Kalra\) Fact Sheet.pdf](#)[AB 2218 Coalition Oppose WPW.pdf](#)

Organization	Position
VAWC	Oppose

[AB 2521](#) (Papan, D) California Council on Science and Technology: water availability study: Central Valley.

Current Text: 04/15/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/20/2026

Last Amended: 04/15/2026

Status: 06/10/2026 - Referred to Com. on N.R. & W.

Calendar: 07/01/26 S-NATURAL RESOURCES AND WATER 9 a.m. - State Capitol, Room 113 BECKER, JOSH, Chair

Location: 06/10/2026 - Senate Natural Resources and Water

Summary: Existing law establishes the Department of Water Resources within the Natural Resources Agency and vests it with various powers and duties related to water. Existing law requires the State Water Resources Control Board to administer a water rights program pursuant to which the board grants and revokes permits and licenses to appropriate water. Existing law authorizes any person who has an urgent need to divert and use water to apply for, and authorizes the board to issue, a conditional, temporary permit, as prescribed. Existing law finds and declares that the California Council on Science and Technology (CCST) was organized as a nonprofit corporation at the request of the Legislature for the specific purpose of offering expert advice to the state government on public policy issues significantly related to science and technology. This bill would, on or before January 1, 2028, require the Department of Water Resources, in consultation with the State Water Resources Control Board and the Department of Fish and Wildlife, to select 2 watersheds that are within, or drain into, the Central Valley to conduct a watershedwide water availability study. The bill would, subject to an appropriation by the Legislature, request CCST to, in consultation with the Department of Water Resources and the board, undertake and complete a comprehensive study of water availability in the selected watersheds. The bill would require the study to, among other things, determine daily flow rates in rivers, streams, and creeks in the watersheds over the past 30 years to the extent data is available. The bill would state the intent of the Legislature for the water availability study to serve as the water availability analysis for future applications to the board for standard or temporary permits for diversion of water to underground storage in the selected watersheds. This bill would make legislative findings and declarations as to the necessity of a special statute for the Central Valley. (Based on 04/15/2026 text)

Is Urgency: N

Is Fiscal: Y

Attachments:

[VAWC AB 2521 SNRW Oppose 06192026.docx](#)

Organization	Position
VAWC	Oppose

[ACA 11](#) (Macedo, R) California Water Resiliency Act.

Current Text: 03/24/2025 - Introduced [HTML](#) [PDF](#)

Introduced: 03/24/2025

Status: 03/25/2025 - From printer. May be heard in committee April 24.

Location: 03/24/2025 - Assembly PRINT

Summary: The California Constitution declares that 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, and that the right to the use of water does not extend to the waste or unreasonable use, method of use, or method of diversion of water. This measure, the California Water Resiliency Act, would require the Treasurer to annually transfer an amount equal to 1% of all state revenues from the General Fund to the Water Conveyance and Capacity Infrastructure Fund, which the measure would create. The measure would continuously appropriate moneys in the fund to the California Water Commission for its actual costs of implementing these provisions and for administering grants for the entitlement, repair, design, and construction of water infrastructure projects that will maintain or expand the availability of

clean, safe drinking water for homes and businesses, and water for agricultural uses, consistent with area of origin water rights. (Based on 03/24/2025 text)

Is Urgency: N

Is Fiscal: Y

Attachments:

[VAWC ACA 11 Author Support 04082026.docx](#)

Organization	Position
VAWC	Favor

[SB 872](#) ([McNerney, D](#)) Delta Levees and Canal Subsidence Fund.

Current Text: 05/14/2026 - Amended [HTML](#) [PDF](#)

Introduced: 01/06/2026

Last Amended: 05/14/2026

Status: 05/26/2026 - Referred to Com. on W., P., & W.

Calendar: 06/30/26 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair

Location: 05/26/2026 - Assembly Water, Parks and Wildlife

Summary: Existing law, the Sacramento-San Joaquin Delta Reform Act of 2009, declares that the Sacramento-San Joaquin Delta (Delta) is a critically important natural resource for California and the nation and it serves as both the hub of the California water system and the most valuable estuary and wetland ecosystem on the west coast of North and South America. Existing law establishes in the Natural Resources Agency the Department of Water Resources. Existing law requires the department and the Department of Fish and Wildlife to determine the principal options for the Delta and requires the department to evaluate and comparatively rate each option for its ability to do specified things, including, among others, to maintain Delta water quality for Delta users, and to preserve, protect, and improve Delta levees. Existing law establishes in the agency the Sacramento-San Joaquin Delta Conservancy. Existing law requires the conservancy to act as a primary state agency to implement ecosystem restoration in the Delta and to support efforts that advance environmental protection and the economic well-being of Delta residents. Existing law provides for the preservation of specified management areas of the Suisun Marsh, pursuant to a protection plan prepared and adopted by the San Francisco Bay Conservation and Development Commission, as provided. Existing law establishes the Delta Stewardship Council, and requires the council to develop, adopt, and implement a comprehensive long-term management plan for the Delta, known as the Delta Plan, as provided. This bill would establish the Delta Levees and Canal Subsidence Fund in the State Treasury and, upon appropriation, would make the moneys in the fund available to the Secretary of the Natural Resources Agency for expenditure consistent with the allocations described below. The bill would authorize the secretary to seek out, and the fund to accept, state moneys from, among other sources, any bond funds, the General Fund, or the Greenhouse Gas Reduction Fund. The bill would authorize the fund to accept moneys from nonstate sources, including federal and private moneys, and would continuously appropriate those moneys without regard to fiscal year, for allocation as described below, thereby making an appropriation. The bill would require the secretary to allocate moneys in the fund, as specified, subject to funding availability, as follows: (1) to the Department of Water Resources for the purposes of supporting capital improvements to restore the original design water conveyance capacity for state water conveyance systems, as defined, impacted operationally by land subsidence, and (2) to the conservancy for projects in the Delta or Suisun Marsh to improve existing levees, as specified. The bill would authorize the conservancy to impose additional requirements on projects to meet the conditions of the funding source, as provided. The bill would prohibit these moneys from being expended to pay the costs of the design, construction, operation, mitigation, or maintenance of any additional Delta conveyance facilities, as provided. The bill would require the secretary, no later than January 1, 2032, and by January 1 every 5 years thereafter, to report to the Legislature on expenditures, as provided. This bill contains other related provisions. (Based on 05/14/2026 text)

Is Urgency: N

Is Fiscal: Y

Attachments:

[VAWC SB 872 SUPPORT SNRW 032626.EDITED.docx](#)

Organization	Position
VAWC	Support

SB 997 **(Caballero, D) North Fork Kings Groundwater Sustainability Agency: lien authority.**

Current Text: 04/30/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/09/2026

Status: 06/24/2026 - Read second time. Ordered to consent calendar.

Calendar: *06/29/26 #89 A-CONSENT CALENDAR 2ND DAY-SENATE BILLS*

Location: 06/23/2026 - Assembly CONSENT CALENDAR

Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. The act authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin. The act deems certain agencies created by statute to manage groundwater the exclusive local agencies within their respective statutory boundaries with powers to comply with the act and authorizes these agencies to opt out of being the exclusive groundwater management agency. Existing law establishes the North Fork Kings Groundwater Sustainability Agency, requires the agency to be a groundwater sustainability agency under the Sustainable Groundwater Management Act for that portion of the Kings Subbasin that lies within the boundaries of the agency, and requires the agency to develop and implement a groundwater sustainability plan to achieve sustainable groundwater management within the territory of the agency. Existing law generally specifies the powers of the agency, including the power to impose fees, including, but not limited to, permit fees and fees on groundwater extraction or other regulated activity, to fund the costs of a groundwater sustainability program. This bill would authorize the agency to impose civil penalties on any person who extracts groundwater in excess of the amount that person is authorized to extract under a rule, regulation, ordinance, or resolution adopted by the agency. If any charges for water and other services imposed by the agency pursuant to its authority remain unpaid, the bill would authorize the amount of unpaid charges, in the discretion of the agency, to be secured at any time by filing for record in the office of the county recorder of any county a certificate specifying the amount of the charges and the name and address of the person liable for the charges. The bill would require that, from the time of recordation of the certificate, the amount required to be paid together with interest and penalties would constitute a lien upon all real property in the county owned by the person or afterwards, and before the lien expired, acquired by that person. The bill would require that the lien has the force, priority, and effect of a judgment lien, and that the lien shall continue for 10 years from the date of the filing of the certificate unless sooner released or otherwise discharged. The bill would also authorize the lien to be extended, as provided. This bill contains other related provisions and other existing laws. (Based on 04/30/2026 text)

Is Urgency: N

Is Fiscal: N

Attachments:

[VAWC SB 997 SUPPORT SNRW 032626.edited.docx](#)

[VAWC SB 997 SUPPORT AWPW 060126.docx](#)

Organization	Position
VAWC	Support

SB 1108 **(Caballero, D) Grassland Ecological Area Conservancy.**

Current Text: 04/07/2026 - Amended [HTML](#) [PDF](#)

Introduced: 02/17/2026

Last Amended: 04/07/2026

Status: 06/23/2026 - From committee: Do pass and re-refer to Com. on W., P., & W. (Ayes 14. Noes 0.) (June 22). Re-referred to Com. on W., P., & W.

Calendar: *06/30/26 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair*

Location: 06/22/2026 - Assembly Water, Parks and Wildlife

Summary: Existing law authorizes various conservancies to acquire, manage, direct the management of, and conserve lands in the state. This bill would establish the Grassland Ecological Area Conservancy within the Natural Resources Agency, with jurisdiction over the Grassland Ecological Area and the Grassland Focus Area, as defined, for specified purposes, including to protect, conserve, and restore the physical, cultural, archaeological, historical, and living resources of the Grassland Ecological Area and the Grassland Focus Area and to provide increased opportunities for tourism and recreation. The bill would require the conservancy to be governed by a board composed of designated voting members, including certain members appointed by certain local agencies,

and nonvoting liaison advisers. The bill would set forth the powers, duties, and limitations of the governing board and the conservancy, as provided. The bill would create the Grassland Ecological Area Conservancy Fund and would make moneys in the fund available for expenditure by the conservancy, upon appropriation by the Legislature, only for the purposes of these provisions. The bill would require all funds or income received by the conservancy, including proceeds from donations or a lease, rental, sale, exchange, or transfer of an interest or option in real property, to be deposited into the fund. By imposing new duties on local agencies, the bill would create a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 04/07/2026 text)

Is Urgency: N

Is Fiscal: Y

Organization	Position
VAWC	Watch

Total Measures: 13

Total Tracking Forms: 13