

Board Meeting



WATER STORAGE DISTRICT

JANUARY

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

33380 Cawelo Avenue
Bakersfield, CA 93308

Tuesday, January 15, 2019 - 7:00 a.m.

CALL TO ORDER
PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of December 18, 2018 Regular Board Meeting

2. General Informational Items
 - A. Kern River Watermaster Report
 - B. Kern River Watershed Coalition Authority*
 - C. Kern Groundwater Authority *
 - D. District Groundwater Levels
 - E. PGE Monthly Analysis
 - F. District Exchange Balances
 - G. Operations Report

3. Financial Matters
 - A. Approve Treasurer's Report
 1. NKWSD
 2. RRID
 - B. Monthly Financial Statements
 - C. Water Sales
 - D. Accounts Receivable
 - E. Approve Accounts Payable

4. Consulting District Engineer
 - A. High Speed Rail*
 - B. Poso Creek RWMG*
 - C. Status of Grants*
 - D. Calloway Lining*
 - E. Water Delivery Improvements*

5. Budget and Personnel Committee*

6. Engineering Committee
 - A. Approve Issuance of Standard Form District License Agreement to North Four Farms
 - B. Evaluation of Additional Recharge Land*
 - C. Approve Task Order with GEI Consultants for Technical Support of the District's Expanded Water Banking Program
 - D. Approve Task Order with GEI Consultants for Providing Technical Support to the Districts General Counsel
 7. Groundwater Ad Hoc Committee
 - A. Sustainable Groundwater Management Act Status Report – January 2019
 8. Produced Water Ad Hoc Committee
 9. Negotiating Committee
 - A. Approve Letter Agreement with Wonderful Nut Orchards for District Access to Sub Surface Recharge System
 10. Counsel of District
 - A. Approve Resolution Regarding District Director Elections
 11. Rosedale Ranch Improvement District*
 12. General Manager's Report*
-

OTHER BUSINESS

13. Closed Session Matters:
 - A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (Govt. Code Section 54956.9(a))
 - (i) North Kern Water Storage District v. City of Bakersfield (VCSC #56-2011-00408712-CU-CO-VTA)
 - (ii) Appeal of Regional Board General Order (R5-2013-0120) for Tulare Lake Basin to State Water Resources Control Board (re. Irrigated Lands Regulatory Program)
 - B. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION (Govt. Code Section 54956.9(b))
 - C. PERSONNEL MATTERS (Govt. Code Section 54957)
 - D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Govt. Code Section 54956.8)—use of District facilities for various potential water management programs; negotiator, Richard Diamond
14. Adjournment

BOARD OF DIRECTORS
North Kern Water Storage District
Minutes of the Meeting of December 18, 2018

A Meeting of the Board of Directors of North Kern Water Storage District was held at the District Office, 33380 Cawelo Avenue starting at 7:00 a.m., on December 18, 2018.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Winn Glende, Mike Mendes, Joel Ackerknecht and Carole Fornoff. Others present: Richard Diamond (General Manager), Ram Venkatesan (District Engineer), Fernando Rizo (O&M Superintendent), Heather Williams (Assistant Hydrographer), Marinelle Duarosan (Controller), Christy Castaneda (Administrative Assistant) and Erica Celedon (Accounting Clerk) of North Kern Water Storage District, Ernest Conant and Scott Kuney (District Counsel) Larry Rodriguez (GEI – Consulting Engineer). Guests included Sam Shaffer (GEI), Preston Britain (Pacific Ag), Todd Turley (Agreserves), Megan Chicoine (John Hancock), Tim Gobler (Wonderful), Joe Choporena and Glen Low (Earth Genome).

President Andrew called the meeting to order at 7:04 a.m. and opened the floor for public comments. At this time, there was none.

(18-130) Upon motion of Director Ackerknecht, seconded by Director Fornoff and unanimously carried, to approve the minutes from the November 20, 2018 Regular Board meeting with changes.

(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

At this time General Manager Diamond introduced Joe Choporena and Glenn Low. Joe and Glenn gave a brief demonstration on how the groundwater recharge assessment tool (GRAT) program works and how it could benefit the District.

Watermaster – Watermaster Dana Munn reported that the Isabella remediation Phase II project mobilization has started. At the last month’s public meeting on blasting operations the Corp indicated the blasting area will be covered with a recycled rubber mat.

Work has also started on the Borel Conduit abandonment upstream of the Auxiliary Dam with a three foot reinforced concrete plug poured in the conduit. Depending on weather conditions, the Corp believes they will be complete on said upstream side by the end of the year and should be able to store water in line with the previous restricted guidelines of 360,000 AF maximum.

Kern River Watershed Coalition Authority – General Manager Diamond stated there is no new update at this time.

Kern Groundwater Authority – President Andrew indicated that the County is going to opt out as a member due to costs. They will now need to find a new place to meet.

Operations Report – O&M Superintendent Fernando Rizo reported on District operations stating that the District’s share of Isabella storage is estimated at 13,805 AF. Kern River natural inflow is averaging 260 cfs. The outflow is averaging 290 cfs. The District is averaging 275 cfs of daily ground water recharge. All District wells remain off and we are preparing for the scheduled January 1, 2019 Beardsley Canal maintenance shut down.

CRC produced water is averaging 14 cfs and has been moved to the 9-2 spreading in preparation for the January shut down. Califia Farms is also pumping into the Lerdo Canal.

Financial Matters –

(18-131) Upon motion of Director Mendes, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer’s Report for the North Kern Water Storage District for the month of November as printed.

(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

(RR18-132) Upon motion of Director Mendes seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer’s Report for the Rosedale Ranch Improvement District for the month of November as printed.

(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

The Financial Statement, Summary of Water Sales, Deposits and the Accounts Receivable report for the month of November were reviewed and accepted as printed.

(18-133) Upon motion of Director Glende, seconded by Director Mendes and unanimously carried, to approve for payment the Accounts Payable for the North Kern Water Storage District for the month of November as printed.

(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

(18-134) Upon motion of Director Mendes, seconded by Director Ackerknecht and unanimously carried, to approve for payment the Accounts Payable for the Rosedale Ranch Improvement District for the month of November as printed.

(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

Consulting District Engineer – Consulting District Engineer Larry Rodriguez reported:

A. High-Speed Rail Authority: Mr. Rodriguez stated they are reviewing the design drawings for one of the conflicts and will be providing comments to California Rail Builders.

B. Poso Creek RWMG: There was no public meeting this month. Work continues on the Plan update. There has been an extension granted for the completion of the Plan update to June 2019.

GEI continues to work on behalf of the Poso Creek RWMG (less, Delano-Earlimart ID, plus Buena Vista WSD and Rosedale-Rio Bravo WSD) for preparation of a Hydrologic Conceptual Model (HCM) required under SGMA. GEI continues updating the groundwater data management system for the group, but they are at the end of the contract.

C. Grants for Projects: We have received notice that the District got awarded an amount of \$750,000 for construction of replacement wells and additional well connection to the Friant –Kern Canal. Environmental work and archeological surveys are proceeding to support this award. The contract with the Bureau for the awarded grant is expected to be signed by the end of December.

We have received notice that the District got awarded an amount of \$75,000 to fund the SCADA software and Land IQ ET improvements. The Bureau is currently working on drafting a contract for this award.

- D. Calloway Lining: Mr. Rodriguez stated all final earth work has been completed and a notice of completion has been filed with the County.
- E. Water Delivery Improvements: Work related to well site improvements for flow meters and telemetry. GEI is providing support to ProUsys to purchase equipment.

Budget and Personnel Committee –

- (18-135) Upon motion of Director Mendes, seconded by Director Fornoff and unanimously carried, to approve the 2019 North Kern Budget.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)
- (RR18-136) Upon motion of Director Mendes, seconded by Director Fornoff and unanimously carried, to approve the 2019 Rosedale Ranch Budget.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)
- (18-137) Upon motion of Director Fornoff, seconded by Director Glende and unanimously carried, to approve 2019 Memberships and support up to \$60,000.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)
- (18-138) Upon motion of Director Ackerknecht, seconded by Director Fornoff and unanimously carried, to approve the Resolution Consenting to a contract for temporary water service for possible acquisition of section 215 Central Valley project water.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

Engineering Committee –

- (18-139) Upon motion of Director Mendes, seconded by Director Ackerknecht and unanimously carried, to approve a task order with Applied Technologies Group related to SCADA DESIGN phase 2 up to \$25,145.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

After a brief demonstration on how the groundwater recharge assessment tool (GRAT) program works and how it could benefit the District, the Board decided that the District wouldn't have great use for this program at this point.

Groundwater Ad Hoc Committee –

- (18-140) Upon motion of Director Ackerknecht, seconded by Director Fornoff and unanimously carried, to approve Kern Groundwater Authority definitions of Undesirable Results.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

Produced Water Ad Hoc Committee – No report at this time

Negotiating Committee – No report at this time

Counsel of District – No Report at this time.

Rosedale Ranch – General Manager Diamond informed the Board that GEI was working on the draft SGMA plan for Rosedale Ranch.

General Manager’s Report – No Report at this time.

The President publicly stated that the legal authorities for holding Closed Session at today’s Board Meeting are the following sections of the California Government Code:

- A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
(Govt. Code Section 54956.9(a))
 - (i) North Kern Water Storage District v. City of Bakersfield
(VCSC #56-2011-00408712-CU-CO-VTA)
 - (ii) Appeal of Regional Board General Order (R5-2013-0120) for Tulare Lake Basin to State Water Resources Control Board (re. Irrigated Lands Regulatory Program)
- B. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
(Govt. Code Section 54956.9(b))
- C. PERSONNEL MATTERS
(Govt. Code Section 54957)
- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Govt. Code Section 54956.8)—use of District facilities for various potential water management programs; negotiator, Richard Diamond

The above legal grounds were determined to exist based on advice of counsel, and discussion of such matters in an Open Session would cause prejudice to the District. The Board went into Closed Session at 9:15 a.m. The Board reconvened back into open session at 10:20 a.m. and it was noted no reportable actions were taken in closed session.

(18-141) Upon motion of Director Glende, seconded by Director Mendes and unanimously carried to adjourn the meeting at 10:20 a.m.
(Ayes: Andrew, Fornoff, Ackerknecht, Mendes & Glende, Noes: None, Absent: None, Abstain: None)

Respectfully Submitted,

Richard Diamond, General Manager

Approved by Board
January 15, 2019

Kevin Andrew, President

Kern River Watermaster


16294 Highway 43

P.O. Box 1168
Wasco, California 93280

❖
Office: (661) 758-5153
Cell (661) 201-5527
Fax: (661) 758-6167

January 7, 2019

TO: Kern River Interests

FROM: Dana S. Munn 

RE: Report of Recent Activities

Isabella Dam Safety Modification Project - The January 2019 Situation Report is attached. The Phase II (dam) construction continues and blasting has commenced. Corp staff have verbally reported no change in construction due to the partial federal government shutdown.

The work continues on the Borel Conduit abandonment on the upstream side of the Auxiliary Dam. In recent discussions with Corp staff; they continue to indicate that absent poor weather or other unexpected events that they are close to the point of allowing the Kern River Interests to store water in accordance with the previous restricted pool guidelines (360 KAcft maximum).

The contract for conservation storage in Lake Isabella is with the Bureau of Reclamation not the Corp of Engineers. The Bureau of Reclamation has released the contract for repayment of the dam safety modifications for a 60 day public review process (notice attached).

Runoff and Operations – Recall that The Kern River Interests reached the storage target in Lake Isabella to meet the Corp's requested storage of 71,400 acft on October 1st. Since that date withdrawals from storage and lake evaporation has reduced the storage to below 67,000 acft. The recent storms did not generate significant inflow to the lake.

The most recent California Nevada Forecast Center model (attached) predicts an 81% April-July runoff for the Kern River. It is still very early in the precipitation accumulation season and as models assume future average storms it is too early to use for operational planning.

The Weather modification operations commenced November in accordance with the existing three year term contract with several storm events seeded. The contractor has been advised of the existing reservoir restriction and will concentrate on seeding for snow and avoid rain generating events.

Public Outreach – I continue to respond to press and public inquiries during the month.

Watermaster Records – I continue to review records and forecasted reservoir operations with City staff.

Attachments: January 2019 Situation Report

USBR notice of accepting comments on Isabella Dam safety modifications repayments

California Nevada Forecast Center Kern River model



ISABELLA LAKE, CA CONSTRUCTION

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG.

Location & Description

Isabella Lake Dam (consisting of a Main Dam, Auxiliary Dam and service spillway) is located about 40 miles northeast of Bakersfield in Kern County, California, and became fully operational in 1953. The Main Dam is located near the confluence of the north and south forks of the Kern River and the Auxiliary Dam is located about half a mile east of the Main Dam. The Main Dam is a 185-foot-high earth-fill dam, and the Auxiliary Dam is a 100-foot-high earth-fill dam. The service spillway is located between the two dams. The reservoir (Isabella Lake) has a gross storage capacity of 568,075 acre feet.

January 2019



Advisory

- The Phase II Dams and Spillways contractor (Flatiron/Dragados/Sukut Joint Venture, or FDS) continues construction activities. As a result, the site, including Engineers Point, is an active construction area and is off limits to the public to ensure safety.

Looking Ahead (Next 30+ days)

- Reservoir pool levels were lowered to approximately 72,000 acre-feet (2,543 feet elevation) on October 1, 2018, to seal the Borel Canal conduit. USACE is finalizing the required low-water work this month and once completed will remove the water control deviation, allowing lake water management to return to the interim risk reduction restriction of 361,250 acre-feet.
- Construction on SR155 near the Main Dam will continue throughout 2019. The contractor is currently constructing the embankment for the SR155 detour. Traffic is expected to be moved to the detour in spring 2019, which will create delays. USACE will provide updates on expected impacts via public outreach, the monthly SITREP, and the Isabella Task Force.
- FDS has completed five blasts on the emergency spillway so far and will continue blasting through all of 2019 and into 2020. SR 155 will be temporarily closed during blasting operations.
- Work on the Old Isabella, South Fork, and Auxiliary Dam recreation areas will commence in January 2019. This work is limited to Monday through Thursday 7 a.m. to 7 p.m. and is required to be complete by Memorial Day weekend. While the recreation areas will remain open during construction, some areas within those sites will be off limits to ensure public safety. All facilities, however, will have replacements ready prior to demolishing the existing features.
- USACE continues working on the French Gulch boat launch extension. Work is expected to be complete in mid-January.

Current Lake Status (as of January 7, 2019)

The current pool resides at 66,857 acre-feet, which is 19% of the restricted pool, and has an elevation of 2,537.6 feet. As part of our interim risk reduction measures, Isabella Lake has a restricted elevation of 2,589 feet (361,250 acre-feet). Current lake status can be viewed at <https://go.usa.gov/xE2pX>

Milestones	
Pre-Construction Engineering and Design	Complete
Construction of USFS Fire Station and Admin Facilities	Complete
Bob Powers Visitor's Information Center	In Planning
Dams and Spillways Construction	2018-2022

News & Multimedia

Reclamation / News & Multimedia / News Releases / Reclamation accepting comments on Isabella Dam safety modification repayments

NEWS & MULTIMEDIA

Reclamation accepting comments on Isabella Dam safety modification repayments

Media Contact: Erin Curtis, 916-978-5100, ecurtis@usbr.gov

For Release: January 02, 2019

SACRAMENTO, Calif. – The Bureau of Reclamation is proposing a North Kern Water Storage District and Buena Vista Water Storage District repayment contract for Isabella Dam and facilities' safety modifications.

The draft contract is available here (see North Kern Water Storage District and Buena Vista Water Storage District, contract number 18-WC-20-5245). Comments are due by March 2, 2019.

Written comments on the draft contracts must be sent to Quentin Branch, Bureau of Reclamation, 2800 Cottage Way, MP-440, Sacramento, CA 95825-1898, faxed to 916-978-5292, or emailed to qbranch@usbr.gov. For additional information, please contact Branch at 916-978-5254 (TTY 800-877-8339).

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CALIFORNIA NEVADA RIVER FORECAST CENTER

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION



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***** IMPORTANT ***** Parts of the U.S. Government are closed. However, because the information this site provides is necessary to protect life and property, it will be updated and maintained during the Federal Government shutdown. For critical weather information, please visit www.weather.gov.

5-Day Peaks	10-Day Traces	10-Day Probability	10-Day Accum Vol	4x5-Day Probability
Monthly Probability	Seasonal Trend Plot	WY Trend Plot	WY Accum Vol	Multi WY Accum Vol
Historical Flows	Verification	Build Your Own		

[Back to Ensemble Products Map](#)

[<<< Previous Ensemble Location \(SKRC1\)](#) | [Next Ensemble Location \(SCSC1\) >>>](#)

KERN RIVER - LAKE ISABELLA (ISAC1)

Latitude: 35.63° N

Longitude: 118.48° W

Elevation: 2515 Feet

Location: Kern County in California

River Group: San Joaquin

Issuance Time:

Jan 06 2019 at 9:19 AM PST

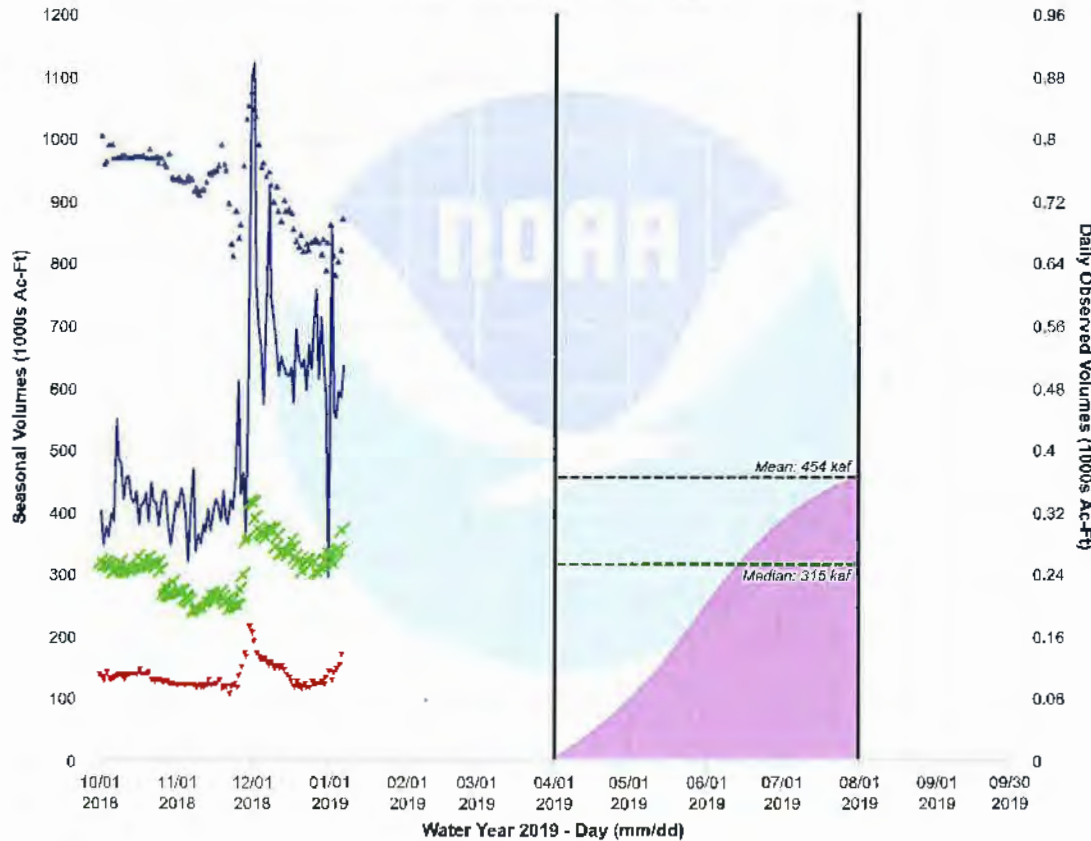
[2019 Seasonal Trend Plot \(Year View\)](#)

[Tabular View](#) | [Select a Different Water Year:](#) 2019 ▾

[Switch to Seasonal View](#)

KERN - LK ISABELLA (ISAC1) 01/06/2019
Most Probable: 369 kaf | 81% of Average | 117% of Median

Created: 01/06/2019 at 09:20 AM PST



Observed Season to Date Percent of Average: N/A% (M kaf) **Season to Date Average: kaf**
Historical Apr-Jul Vol Max: 1660 kaf in 1969 **Historical Apr-Jul Vol Min: 57.5 kaf in 2015**

- 30-Year Apr-Jul Vol Mean
- 30-Year Apr-Jul Vol Median
- Season to Date Avg
- NWS Apr-Jul Fcst
- Season to Date Obs
- Daily Obs
- ▲ ESP Apr-Jul Fcst 10%
- ▼ ESP Apr-Jul Fcst 90%
- ✕ ESP Apr-Jul Fcst 50%

[Hide All](#) [Show All](#)

[Next Products \(RNCNFSAM and RNCNFSNS\)](#)
[Raw ESP April-July Streamflow Volumes Tracker](#)
[April to July Streamflow Volume Accumulation Forecast](#)

[Location Products](#)

[Upstream Photo](#)[Gage House Photo](#)[Downstream Photo](#)

ESRI™ Locator Map



Official 7 Day National Weather Service Forecast (CAZ095)

Today: Mostly cloudy with a 50 percent chance of showers. Snow level 4500 feet. Highs at 5000 feet 39 to 45.

Tonight: Chance of snow showers in the evening. Mostly cloudy with a chance of showers. Chance of precipitation 40 percent. Windy. Snow level 6500 feet. Lows at 5000 feet 34 to 40. Southwest winds 25 to 30 mph with gusts to around 60 mph.

Monday: Mostly cloudy. Chance of showers in the morning, then slight chance of showers in the afternoon. Chance of showers 40 percent. Not as cool. Highs at 5000 feet 45 to 51.

Monday Night: Mostly cloudy. Lows at 5000 feet 36 to 44.

Tuesday: Mostly cloudy. Highs at 5000 feet 47 to 53.

Tuesday Night: Cloudy. Slight chance of showers in the evening, then chance of showers after midnight. Chance of showers 50 percent. Lows at 5000 feet 35 to 43.

Wednesday: Mostly cloudy with a 50 percent chance of showers. Highs at 5000 feet 48 to 54.

Wednesday Night: Mostly cloudy. Slight chance of rain in the evening. Lows at 5000 feet 35 to 41.

Thursday and Thursday Night: Partly cloudy. Highs at 5000 feet 47 to 53. Lows at 5000 feet 35 to 41.

Friday: Mostly cloudy with a 50 percent chance of rain. Highs at 5000 feet 47 to 53.

Friday Night: Mostly cloudy. Chance of rain in the evening, then chance of rain and snow after midnight. Breezy. Chance of precipitation 50 percent. Lows at 5000 feet 35 to 43.

Saturday: Mostly cloudy with a slight chance of rain. Highs at 5000 feet 43 to 49.

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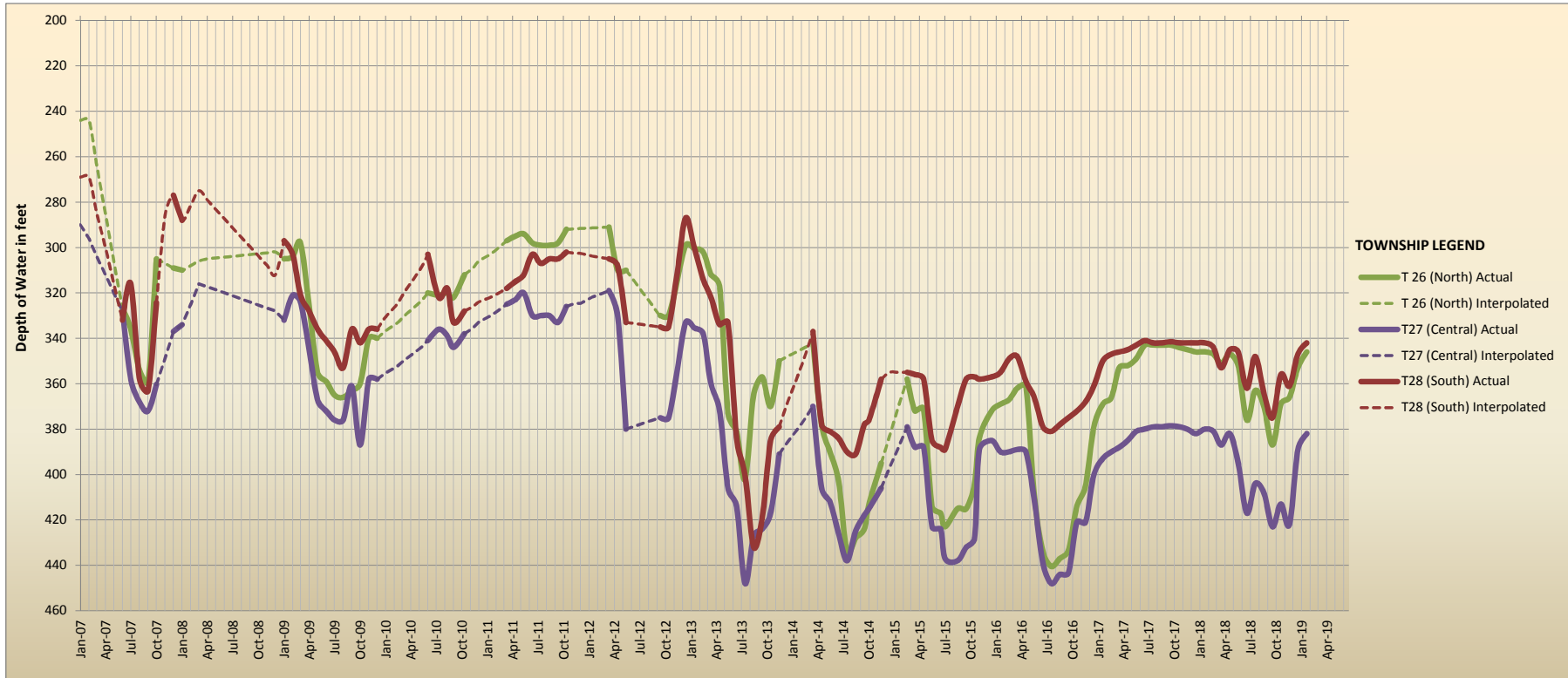

US Dept of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
California Nevada River Forecast Center
3310 El Camino Avenue, Room 227
Sacramento, CA 95821-6373

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Telephone Number: (916) 979-3056
Webmaster Email: cnrfc.webmaster@noaa.gov

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



DISTRICT DEEP WELL PRODUCTION Ac-Ft

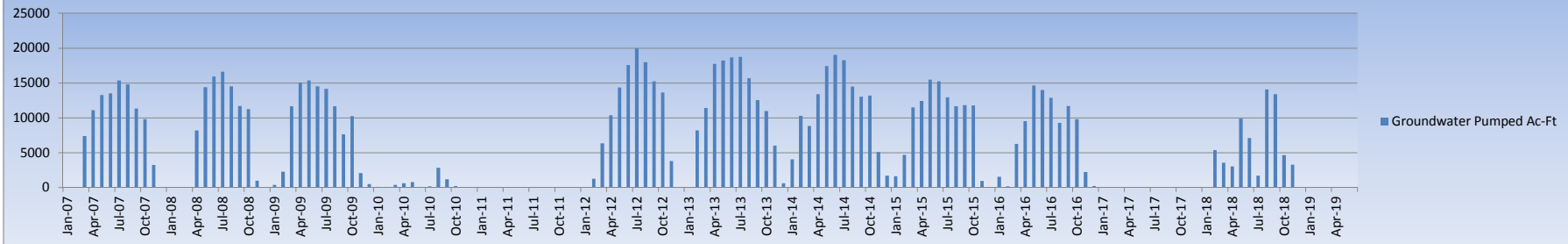


EXHIBIT "A"
COMPARISON OF 2016 ACTUAL AND 2018 ACTUAL ENERGY COST PER ACRE FOOT

	ESTIMATED PRODUCTION	ACTUAL COST	ESTIMATED	ACTUAL	PREVIOUS PUMPING YEAR
Month	2018 AF see note 2	2018 \$	\$/AF see note 3	Adj \$/AF see note 4	2016 Actual \$/AF
1	0	0			82
2	5,653	503,388	89	86	79
3	2,441	129,726	53	51	98
4	4,208	388,570	92	89	77
5	5,442	722,849	133	128	112
6	8,400	1,316,999	157	151	116
7	3,189	480,643	151	145	121
8	13,454	1,873,198	139	134	140
9	7,391	955,102	129	124	138
10	9,770	1,526,544	156	150	127
11	2,294	204,353	89	86	89
12	1,260	96,588	77	74	190
Est Ac.ft	63,504	8,197,959			114
Actual	66,067			111 / AF average	

- 1 PG&E bill period is usually mid month to the following mid month. Estimated monthly Acft will vary because of the bill period.
- 2 Estimated Acft are calculated by multiplying estimated hours times deepwell production and may be under estimate the acft.
- 3 The estimated average \$/AF is calculated by dividing the total deepwell PG&E bills by the total estimated Acft and over may over estimate average \$/AF.
- 4 The corrected average \$/AF is calculated by multiplying the estimated average \$/AF by the estimated total Acft and diving by the actual total Acft.

EXHIBIT "C"
2018 ACTUAL COST PER AF TO PUMP USING NATURAL GAS ENGINES

	ACTUAL PRODUCTION	ACTUAL COST	ACTUAL	ESTIMATED 2018 PGE
Month	2018 AF	2018 \$	\$/AF	\$/AF
1	0	0		
2	128	3,174	25	86
3	254	8,036	32	51
4	57	1,647	29	89
5	292	6,399	22	128
6	287	7,775	27	151
7	278	8,479.71	30	145
8	356	12,034.17	34	134
9	653	20,613.36	32	124
10	517	17,827.77	34	150
11	409	12,875.99	31	86
12	43	1,314.59	30	74

111

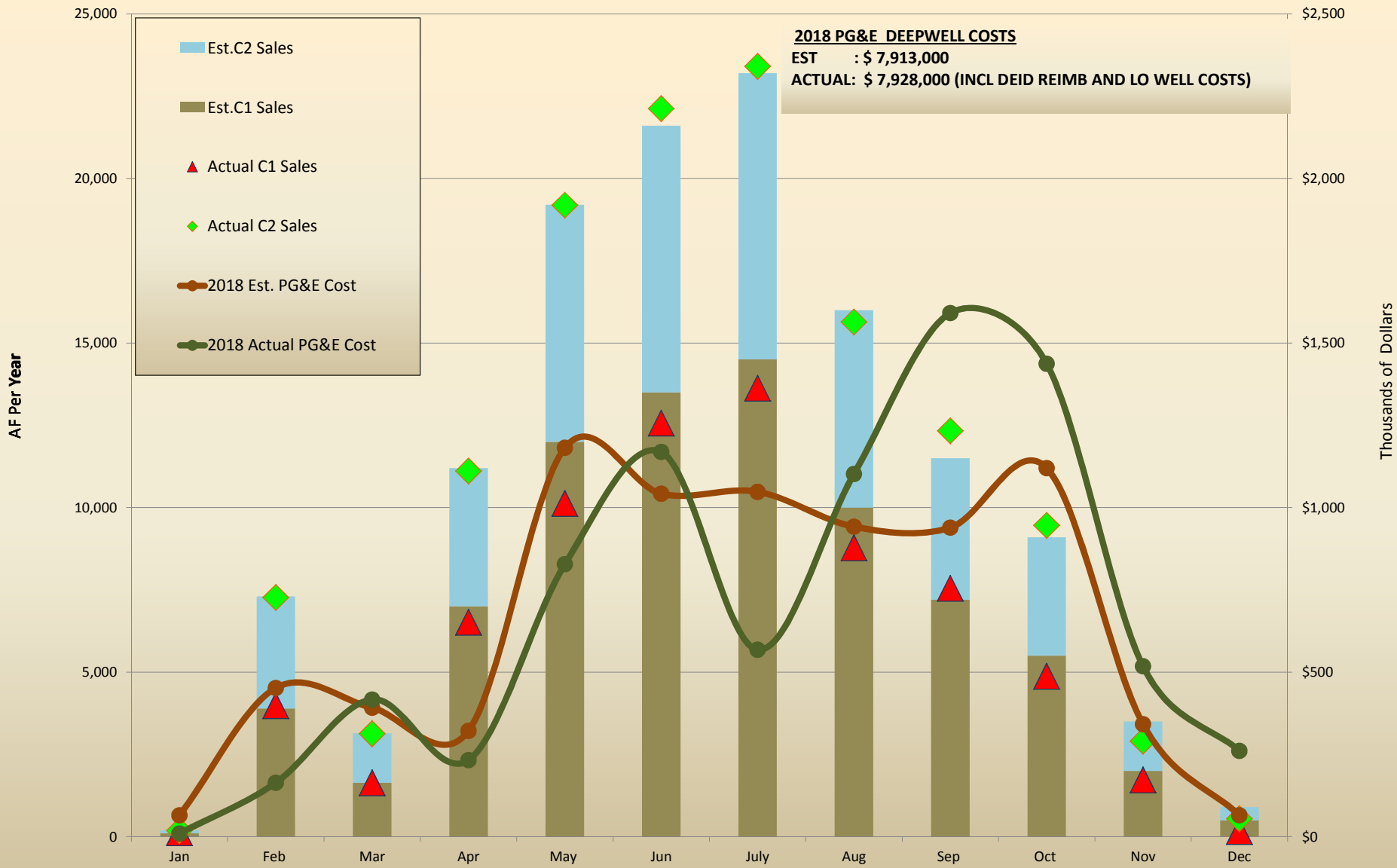
Actual	3,276	100,177	31 / AF average
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Estimated Cost of Regular Maintenance \$27,760 (Oil Change, Valve Adjustment etc)

Estimated Maintenance Cost (\$/AF)	\$8.47 /AF
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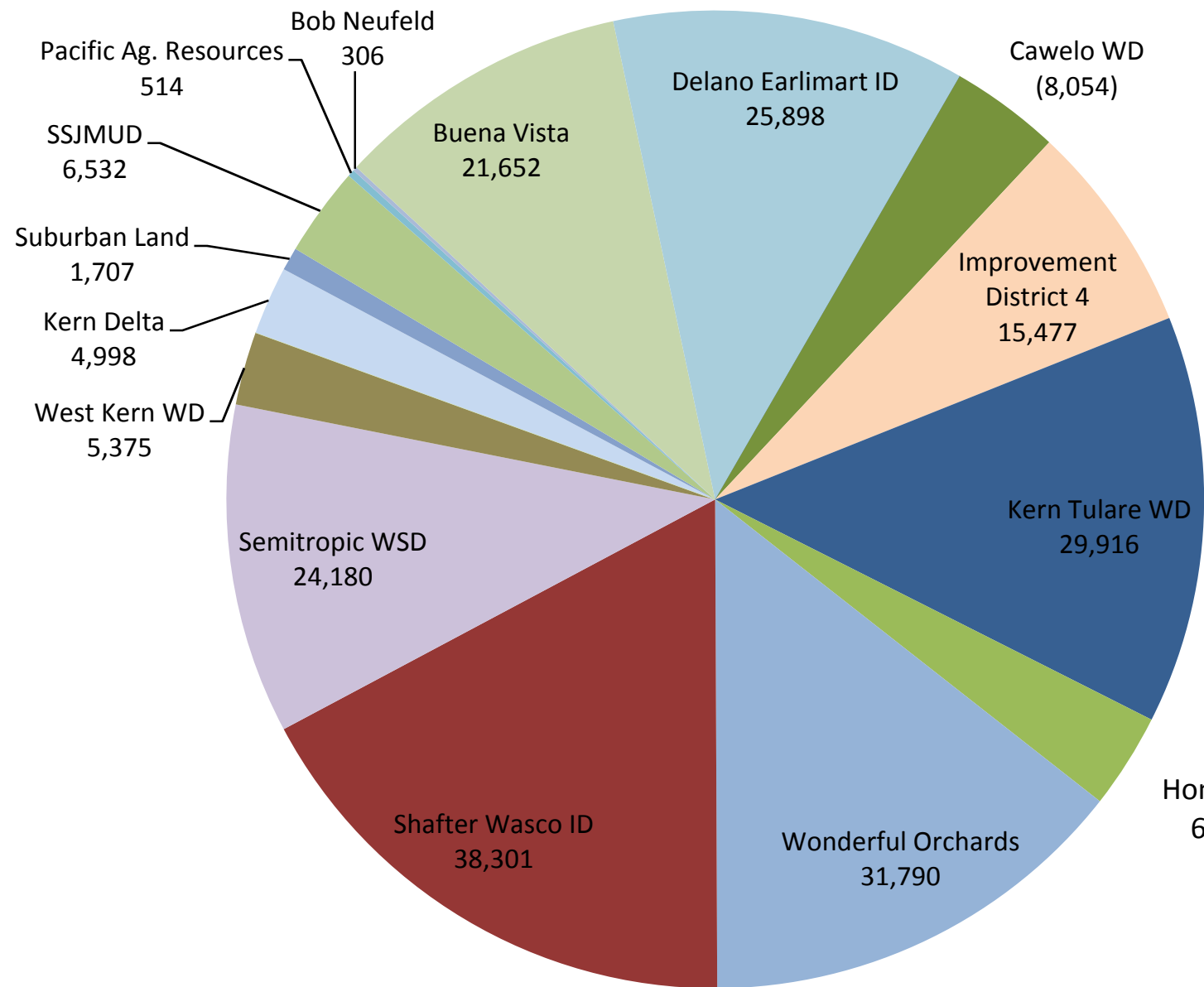
Total Cost of NGE	\$ 39 /AF
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EXHIBIT "B"
Budgeted and Actual PG&E Costs for 2018

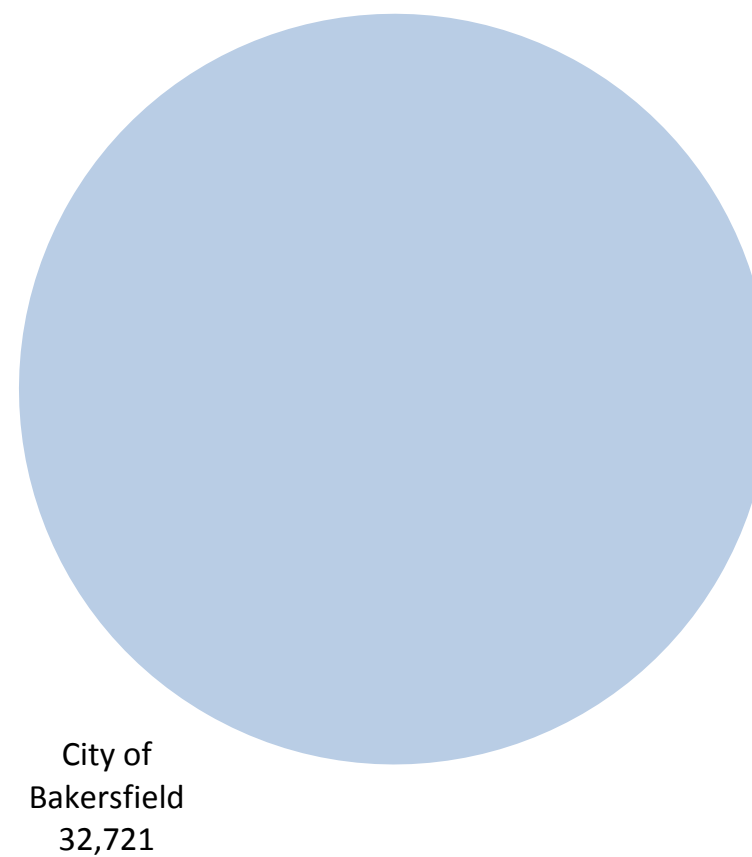


**NORTH KERN WATER STORAGE DISTRICT
EXCHANGE BALANCES AS OF
DECEMBER 31, 2018**

NK to Others = 213,617 AF

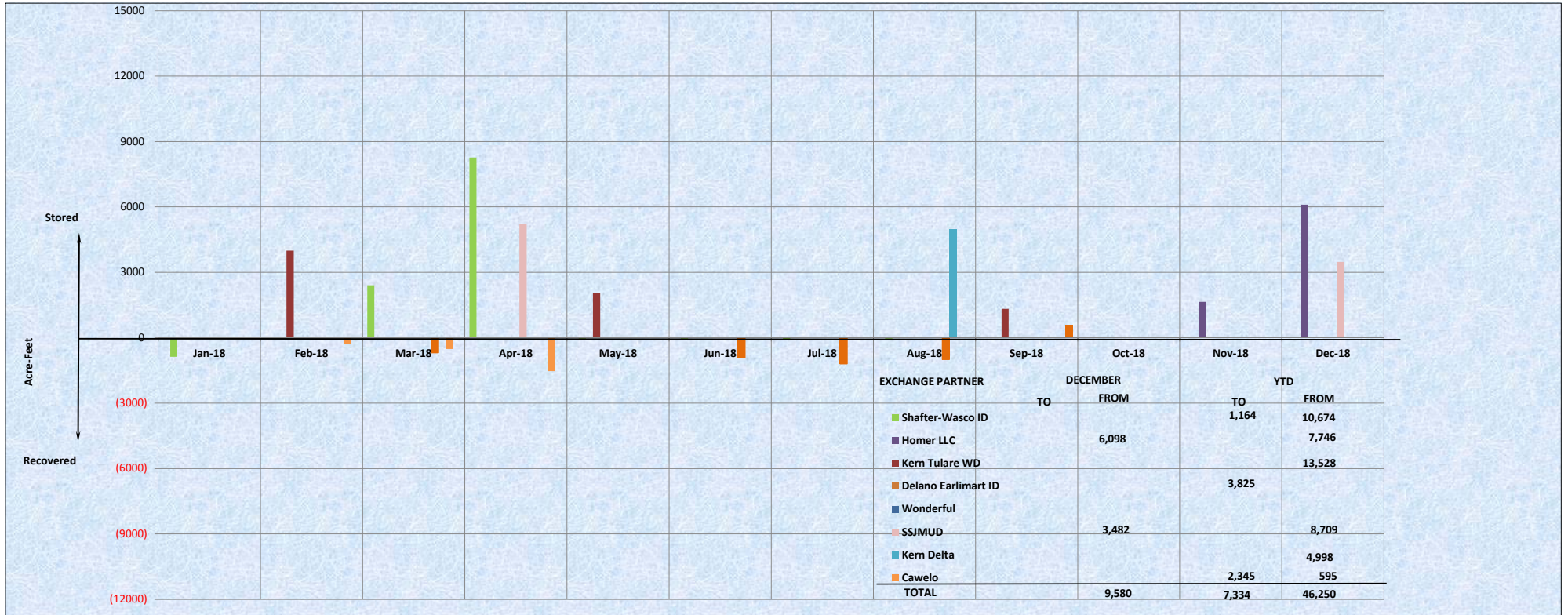


Others to NK = 32,721 AF



**NORTH KERN WATER STORAGE DISTRICT
EXCHANGE BALANCES AS OF
DECEMBER 31, 2018**

**NORTH KERN WATER STORAGE DISTRICT
MONTHLY EXCHANGE QUANTITIES FOR 2018
(QUANTITIES IN AF)**



P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

January 15, 2019

TO: BOARD OF DIRECTORS

FROM: Fernando Rizo

RE: Operations Report

Operations

1. Lake Isabella storage level is an estimated 67,150 AF, and the District's share of storage is estimated at 12,935 AF. Natural Inflow is averaging 235 CFS and the 235 regulated Outflow is mirroring the inflow. The District's Kern River demand is zero, but we are averaging 85 CFS of Releases. The District is averaging 110 CFS daily of ground water recharge. KDWD has resumed operation, which has reduced releases. Their January cap is 8,495 AF. All District D/Wells remain off. The Beardsley canal remains off thru the 20th.
2. The 50 CFS of Homer LLC exchange via the CVC is scheduled to terminate on Monday the 14th. Their accumulated total will meet the 10,000 AF goal. The SMUD water via the Friant resumed with 50 CFS, bringing their year to date to 9,400 AF, with the balance remaining of 825 AF to be brought in this month.
3. The 14 CFS of CRC produced water continues to the 9-2-spreading because of our Beardsley shut down. Califa continues with their 1 CFS into the Lerdo.

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

January 15, 2019

TO: ENGINEERING COMMITTEE
Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Ram Venkatesan

RE: Approve Issuance of Standard Form District License Agreement to North Four Farms

RECOMMENDED MOTION:

“Authorize the execution of a standard form District license agreement to North Four Farms for constructing, operating and maintaining an eighteen inch diameter water pipeline across the 9-22 Canal north of Highway 46.”

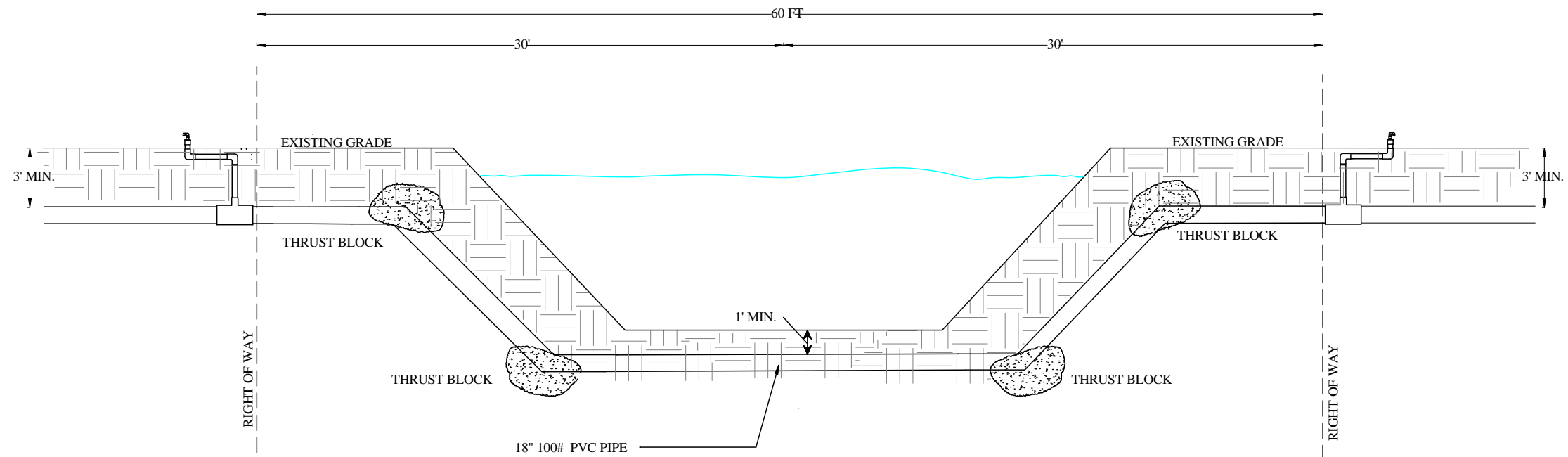
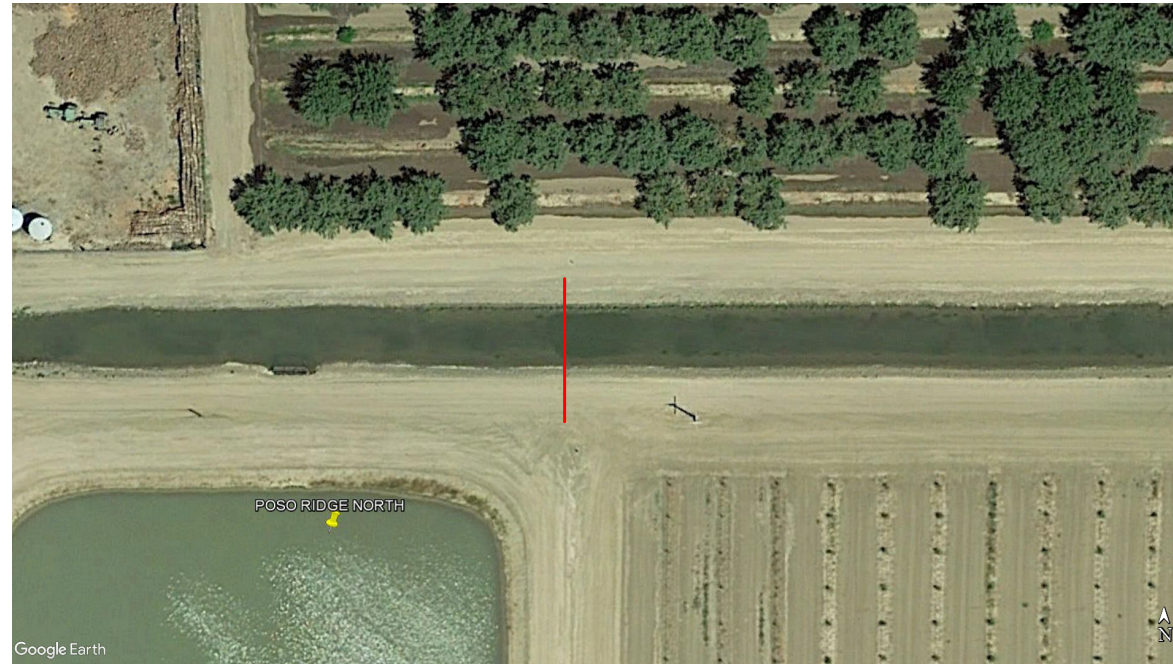
DISCUSSION:

North Four Farms (“North Four”) has requested approval to construct an eighteen inch diameter water pipeline (“facility”) across the 9-22 Canal north of Highway 46 as shown on Exhibit “A”. This facility is to convey water from their reservoir which is on the south side of 9-22 Canal to their property on the north side of the 9-22 Canal. North Four’s engineer has submitted a legal description (Exhibit “B”) which District staff has reviewed and finds acceptable. A certificate of insurance has also been provided by North Four that meets District license agreement requirements. Staff recommends the execution of a standard form District license agreement (Exhibit “B”) to North Four subject to legal counsel approval.

Attachments:

Exhibit “A” – Proposed Water Pipeline Location
Exhibit “B” – License Agreement

EXHIBIT "A"



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U.S. IRRIGATION

3876 ALLEN RD.
BAKERSFIELD, CA 93314

Date: 10/12/2017



POSO RIDGE NORTH

WHISLER & HWY 43

(SECTION 30, T26S, R25E) KERN COUNTY



Designed by: N. MURRAY

File: Canal Crossing

Scale: N/A

Phone: 661.588.9044

LICENSE AGREEMENT

THIS AGREEMENT, dated JAN 8, 2019, between **North Kern Water Storage District**, a water storage district duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "District, and **North Four Farms**, hereinafter called "Licensee".

WITNESSETH THAT:

1. Description of premises. District, as the owner of that certain canal known as the 9-22 Canal, and as the owner of an easement and right of way therefore, insofar as it has the right so to do, hereby gives Licensee a nonexclusive license, terminable as hereinafter provided, to use for the purpose and subject to the covenants, conditions and provisions hereinafter set forth, to each and all of which the parties hereby mutually agree, the portion or portions of said easement and right of way, hereinafter called the "premises", situated in Kern County, California, as described as follows:

Section 30, Township 26 South, Range 25 East, MDB&M, the centerline and facility boundary of which are particularly described in Exhibit "A", attached hereto and made a part hereof.

2. Use of Premises. Licensee may use the premises for the purpose of constructing, operating and maintaining an 18" PVC pipeline hereinafter called the "facility", and for no other purpose or purposes whatever. District reserves the right to use the premises for all purposes incidental to the operation, maintenance and improvement of the canals or ditches and such other purposes which do not preclude such use of the premises by Licensee and, without limiting the generality of the foregoing, District reserves the right to lay, construct and install pipelines, roads, ditches, fences, pole lines and other facilities in, upon, across, or along the premises.

3. No Warranty of Title--License Subject to Existing Rights of Others. District makes no warranty of title whatever. The rights of Licensee hereunder are subject to all existing rights of others in the premises, whether of record or not.

4. Termination--Term. This license shall continue in effect for a period of **20** years from and after the date hereof and thereafter or until terminated by District as provided for under paragraph 11. Licensee may, at any time and from time to time by delivering a quitclaim deed to District, terminate this license as to all of the premises, and this license shall automatically terminate if Licensee shall not use or maintain its facilities for a period of **two (2) years**.

5. Access. Licensee shall be entitled to access to and from the premises as may be necessary over and upon the easement and right-of-way, provided such access does not interfere with any of the rights of the District to use the facility.

6. Installation and Maintenance of Facility. The facility shall be used and maintained at such time and in such manner as approved by District's Manager, and

under no circumstances shall Licensee interfere in any way with District's canal or ditch or the operation, maintenance or improvement thereof. If the facility is a pipeline or a pole line, such pipeline or pole line shall be constructed, installed and maintained at depths or elevations which will not interfere with the operation and maintenance, improvement, widening, deepening or enlarging of the canal or ditch by District. Trenches and other excavations made by Licensee upon the easement and right of way at any time shall be promptly backfilled and the contour of the canal or ditch restored to a condition satisfactory to said Manager. Licensee shall, upon request, furnish District with a map or maps showing the exact location of its facility and appurtenances upon the premises. Licensee shall at all times maintain its facility in a safe and sound condition of repair and in conformity with any and all applicable laws, ordinances, rules, regulations, requirements and orders of the nations, state, county or municipal governments.

7. Insurance. Licensee, at its expense, shall carry public liability insurance with liability limits of not less than **\$5,000,000** for the injury or death of one person and **\$10,000,000** for the injury or death of more than one person in any one accident, and property damage liability insurance in the amount of not less than **\$5,000,000**. All such insurance shall be carried with insurance companies satisfactory to District, and shall cover not only liability of Licensee for bodily injury to or death of persons and property damage, but also such liability which has been assumed by Licensee under the provisions of the indemnity agreements of this license. Licensee shall forthwith procure and cause to be furnished to District, certificates from the insurance carriers stating that the insurance is in full force and effect, that the premiums have been paid thereon and that the insurance carrier will give District at least ten (10) days prior written notice of any termination, cancellation or modification of the terms of such insurance.

8. Indemnification. (1) Licensee shall use the premises at its own risk. (2) In this connection Licensee shall, at its sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work and uses which are the subject of this easement including, without limitation, any applicable safety orders and obtain all necessary permits and licenses therefore and shall at all times preserve and protect the facilities installed and the work performed pursuant hereto and assume full responsibility for the condition thereof. If Licensee shall at any time damage or destroy District's canal or ditch or any other improvement or personal property on the premises, it shall promptly pay to the owner thereof the full amount of damage thereto. District shall not be liable for any injury or death of any person or persons or damage to or destruction of any property arising out of or in connection with, either in whole or in part and whether directly or indirectly, the existence or use of Licensee's facility or any operations by or on behalf of Licensee hereunder. (3) Licensee shall assume the defense of and indemnify and save harmless District, its officers, servants, agents and employees from any and all loss, damage, liability, claims or causes of action of every nature whatsoever for damage to or destruction of property, including the property of said indemnities, or for injury to or death of persons, including Licensee's employees or agents, in any manner, including

that alleged to have been caused by the negligence of the indemnities or any of them, arising out of or incident to the use or uses herein authorized; provided, however, that Licensee shall have no such obligation with respect to such of the foregoing as are actually caused by the negligence or willful misconduct of the indemnities or any of them. In particular and without limiting the generality of the foregoing, the parties recognize that District cannot undertake to make known the existence of any buried facility to persons entering upon the premises, and Licensee waives any claim against District for damages to such buried facility arising out of District's failure to make known the existence of such buried facility to person or persons causing such damage, even though such person or persons may have entered upon the premises pursuant to express authority from District, and Licensee further agrees that District shall be entitled to the benefit of the foregoing indemnification provisions notwithstanding any failure, negligent or otherwise, of District to make known the presence of any buried facility. Licensee shall keep the premises free from any lien arising out of Licensee's holding of this license or its operations hereunder. (4) Licensee shall at its sole cost and expense, comply with all laws, rules, ordinances and regulations regarding the removal, restoration and clean-up of adjacent property, and disposal of any and all portions of licensee's facilities currently existing within the District's right-of-way and which is to be abandoned and replaced with the herein licensed facilities. Licensee shall indemnify, defend and hold harmless District, its officers, servants, agents and employees, from any and all loss, damage, injury, liability, claim or cause of action of every nature whatsoever arising from the existence, operation, maintenance and removal of any and all portions of licensee's facilities currently existing within the District's right-of-way.

9. Taxes. Licensee shall pay when due all taxes and assessments levied or assessed against or referable to its facilities or its right hereunder, and Licensee shall reimburse District for any sums paid by District to protect its title from the lien of any such tax or assessment.

10. Quitclaim and Restoration of the Premises. In the event this license shall terminate in any manner as to all or any part of the premises, such termination shall not relieve Licensee from any obligation or liability theretofore accrued hereunder, nor prejudice or in any way affect the right of District to enforce any right or remedy it may have had before such termination. Upon any such termination Licensee shall promptly execute, acknowledge and deliver to District a good and sufficient quitclaim deed of its rights hereunder in and to the land to which such termination applies and Licensee shall, within thirty (30) days remove the facility from the premises and restore them to a contour and condition satisfactory to District. If Licensee shall fail within such period to remove its facility and restore the premises, then the facility and appurtenances shall be and become the property of District absolutely, and District, at its option, may leave the same in its location or remove the same and restore the ground for the account of Licensee and Licensee agrees to reimburse District for the reasonable cost thereof upon demand.

11. Default by Licensee. Licensee agrees that it will keep, perform and observe all the covenants, conditions and provisions of this agreement on its part to be kept,

performed and observed. In addition to any other remedies available to District, in the event Licensee shall fail to keep, perform and observe any covenant, condition or provision of this agreement, and such failure shall continue for a period of thirty (30) days after written notice thereof given by District to Licensee, then District may at its option by further written notice to Licensee, terminate this license and all rights and interest of Licensee hereunder. In the event of default by licensee, licensee shall pay upon demand all reasonable costs and expenses (including attorneys' fees in a reasonable amount) incurred by District to enforce any of the covenants, conditions and provisions of this agreement, or to dispossess Licensee, irrespective of whether or not court action shall be brought. All amounts of money payable by Licensee to District hereunder, if not paid when due, shall bear interest from due date until paid at the rate of eight per cent (8%) per annum, compounded semiannually.

12. Paragraph Heading--No Waiver--Notices. The use of paragraph headings in this agreement is solely for convenience, and they shall be wholly disregarded in the construction of this agreement. The waiver by District of any breach by Licensee of any provision of this agreement shall not be or be deemed to be a waiver of such provision or a waiver of any other or prior or subsequent breach thereof, or a waiver of any breach of any other provision of this agreement. Any notice or demand by either party to the other in connection with this agreement shall be deemed to be fully given or made when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed to the party to whom given at the address specified opposite its signature to this agreement. Either party may change its address by giving the other party written notice of its new address as herein provided.

13. Assignments. This agreement shall bind and inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto; provided, however, that Licensee shall not assign or otherwise transfer this license or any of Licensee's rights hereunder, either voluntarily or involuntarily or by operation of law, without the prior written consent of District, which consent shall not be unreasonably withheld, and any assignment or other transfer of attempted assignment or other transfer contrary to the provisions hereof shall be absolutely null and void and of no effect whatever. In the event of any such assignment or other transfer or attempted assignment or other transfer contrary to the provisions hereof, District may terminate this license at once by giving written notice to Licensee.

14. District Cost Reimbursement. Licensee agrees to reimburse District for all reasonable and necessary engineering, staff and construction expenses incurred by District, including those incurred prior to the execution of this Agreement, in regard to the preparation of this Agreement and District's performance under provisions of this Agreement, incurred by District pursuant to this Agreement subject to Licensee's approval, such approval not to be unreasonably withheld.

15. Special Provisions and Exhibits. The following special provisions and exhibits if any, have been attached to this license prior to its execution and are hereby made a part of this license:

- Exhibit A - Legal Description and Drawing of Facility
- Exhibit B - Certificate of Insurance

A consideration of \$1,000 payable to North Kern Water Storage District is to accompany the properly executed License Agreement to cover costs and legal fees.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year hereinabove written.

NORTH KERN WATER STORAGE DISTRICT

By _____
President

Address:
P. O. Box 81435
Bakersfield, CA 93380-1435

and By _____
Secretary

Address:
12206 Lytle Ave
McFarland, CA 93250

By [Handwritten Signature]

Managing Member
Title

(SEAL)
ALL SIGNATURES MUST BE NOTARIZED. LICENSEE RECORDING REQUIRED AT EXPENSE OF APPLICANT.

ACKNOWLEDGMENT

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

State of California
County of Kern)

On January 8, 2019 before me, Erica P. Celedon
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica P. Celedon (Seal)

EXHIBIT 'A'
PIPELINE EASEMENT

BEING A 15 FOOT WIDE PIPELINE EASEMENT IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 30; THENCE NORTH 89°30'53" WEST ON AND ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 30, A DISTANCE OF 2332.25 FEET; THENCE DEPARTING FROM SAID NORTH LINE SOUTH 00°29'07" WEST, A DISTANCE OF 24.61 FEET TO THE NORTH LINE OF THE 9-22 DITCH AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING SOUTH 00°29'07" WEST, A DISTANCE OF 70.00 FEET TO THE SOUTH LINE OF SAID 9-22 DITCH;

THENCE (2) NORTH 89°30'53" WEST ON AND ALONG THE SOUTH LINE OF SAID DITCH, A DISTANCE OF 15.00 FEET;

THENCE (3) DEPARTING FROM SAID SOUTH LINE NORTH 00°29'07" EAST, DISTANCE OF 70.00 FEET TO A POINT ON THE NORTH LINE OF SAID 9-22 DITCH;

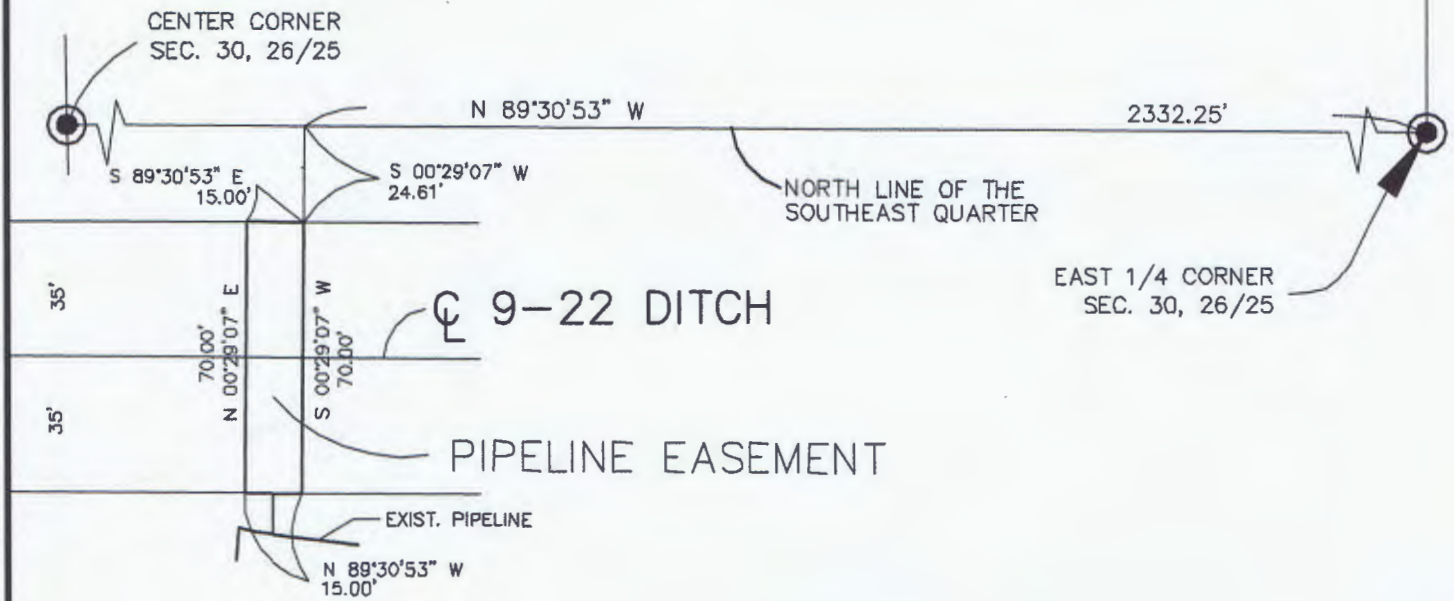
THENCE (4) SOUTH 89°30'53" EAST ON AND ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

GREGORY G. OWENS, PLS 4657
EXPIRES 9/30/19
PREPARED 12-21-2018

EXHIBIT 'B'



SCALE: 1"=50'



BEARINGS AND DISTANCES ON THIS PLAT ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), NAD83 DATUM, USING GPS TIES TO LOCAL NGS HPGN

THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION DURING DECEMBER 2018

ELEVATIONS ARE BASED ON THE NAVD88 DATUM USING GPS TIES TO LOCAL NGS BENCH MARKS.

CONVERSIONS TO NAD27 AND NGVD29 PERFORMED BY CORPSCON FOR WINDOWS, VERSION 5.11.05

GREGORY G. OWENS LS 4657

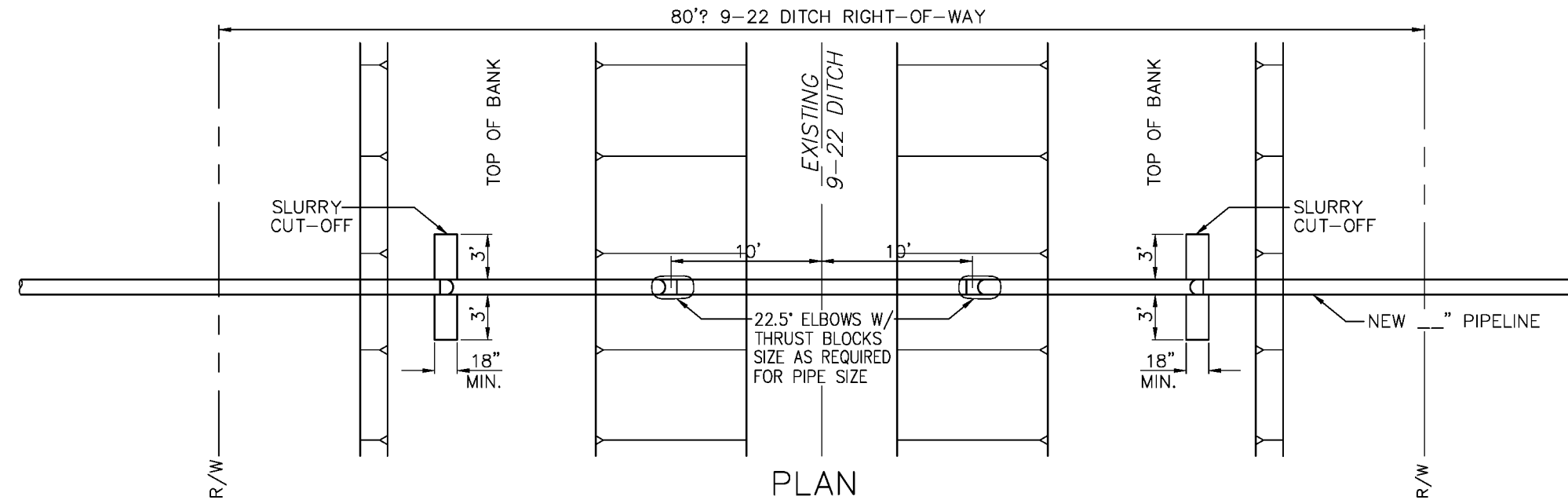
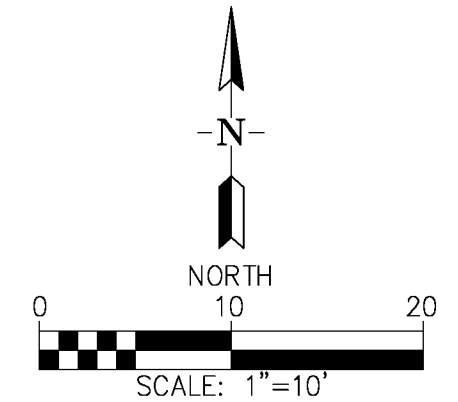
Berry & Associates
Land Surveying
5401 BUSINESS PARK SOUTH
SUITE 114
BAKERSFIELD, CA 93309
(661) 325-1235

**NORTH KERN
WATER STORAGE DISTRICT**
PIPELINE EASEMENT
FOR STEVE FANUCCHI
SECTION 30, T. 26 S., R. 25 E., M.D.M.
KERN COUNTY, CALIFORNIA

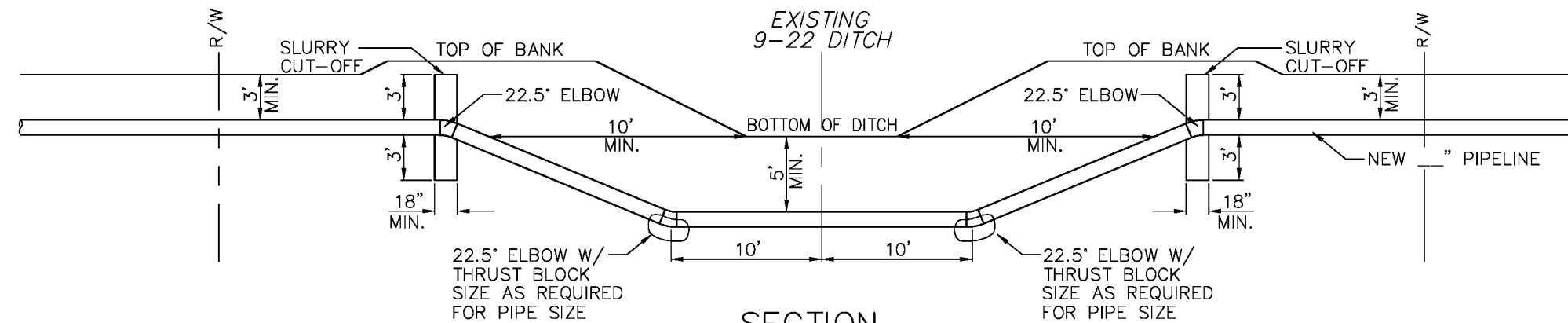
DRAWN BY: GGO
CHECKED BY: GGO
JOB NO.: 18047
DWG.: 18047T
PLAT NO.: PIPELINE--EASEMENT
DATE: 12/21/2018
SHEET 1 OF 1

NOTES:

1. ALL WORK WITHIN THE 9-22 DITCH RIGHT-OF-WAY SHALL BE DONE PER NORTH KERN WATER STORAGE DISTRICT SPECIFICATIONS.
2. PIPELINE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND AGREEMENTS FROM NORTH KERN WATER STORAGE DISTRICT.
3. FILL WITHIN DITCH BOUNDARY SHALL BE COMPACTED TO 90% PER ASTM D698.
4. UPON COMPLETION OF PIPELINE CONSTRUCTION, DITCH AREA SHALL BE RESTORED TO PRIOR CONDITION TO THE SATISFACTION OF NORTH KERN WATER STORAGE DISTRICT.



**PLAN
PROPOSED 9-22 PIPELINE CROSSING**



**SECTION
PROPOSED 9-22 PIPELINE CROSSING**

<p>ZEIDERS CONSULTING 1655 GREELEY ROAD BAKERSFIELD, CA. 93314 (661) 589-8366</p>	<p>NORTH KERN WATER STORAGE DISTRICT 33380 CAWELO AVENUE BAKERSFIELD, CA. 93308</p>	<p>PIPELINE CROSSING 9-22 DITCH 1/4 SEC. . T. S., R. E., M.D.M. KERN COUNTY, CALIFORNIA</p>	<p>DATE: 11/15/2018 SCALE: 1" = 20' DRAWN BY: JRS</p>
--	--	--	---

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



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Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

January 15, 2019

TO: ENGINEERING COMMITTEE
Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Richard Diamond and Ram Venkatesan

RE: Approve Task Order with GEI Consultants for Technical Support of the District's Expanded Water Banking Program

RECOMMENDED MOTION:

“Authorize the General Manager to execute Task Order 19-2 with GEI Consultants for technical support of the District's Expanded Water Banking Program for budget amount not-to-exceed \$50,000.”

DISCUSSION:

District staff has been working on an Expanded Water Banking Program (“Program”) that would increase water supplies brought into the District to support groundwater levels. Staff is working with GEI Consultants (“GEI”) to prepare an Environmental Impact Report (“EIR”) to analyze the impacts of the proposed project. GEI also provides engineering technical support to the various tasks necessary to evaluate the potential impacts of the Program. GEI was providing the necessary engineering support for the Program based on the previously approved Task Order 18-8 (\$50,000). Since the budget authorized on the prior task order has been exhausted, staff requested GEI for a new task order (Exhibit “A”) to replenish the budget so they can continue to provide the necessary engineering support for the Program.

Staff recommends Board approval for the General Manager to execute a task order with GEI Consultants for work in support of the District's Expanded Water Banking Program for budget amount not-to-exceed \$50,000.

Attachments:

Exhibit “A”: Task Order from GEI Consultants

January 10, 2019

Richard A. Diamond
General Manager
North Kern Water Storage District
(661) 393-2696 (office)
rdiamond@northkernwsd.com

Task Order No. NK 19-02
WATER BANKING ENGINEERING SUPPORT

This Task Order is for work in support of the District's proposed Water Banking Project which is outside of the scope of work for preparation of the EIR.

SCOPE OF SERVICES

The scope of services is "as-requested". To date, services have included participation in Team meetings and conference calls; participation in Board workshops; collection, compilation, and evaluation of groundwater level and pumping volume data and other hydrologic data; preparation of water-level hydrographs and water-level maps; preparation of water supply operations studies; development of a framework for the evaluation of potential project impacts on groundwater levels; development of an initial recharge and recovery operations scenario in sufficient spatial and temporal detail to support the use of a numerical groundwater model developed by others; coordination with the consultant who is running the model; and evaluation of preliminary model results.

Going forward, the work is primarily expected to relate to the engineering work which is necessary to continue to support the evaluation of potential impacts for the Program/Project EIR, primarily the evaluation of potential project impacts on groundwater levels. This is expected to require continued coordination with the groundwater modeling consultant as changes are made to the model and the corresponding results are evaluated. Once everyone is comfortable with the model results for the initial Project scenario, then work will be required to develop the model input in support of the evaluation of other Project scenarios, along with review and evaluation of the corresponding model results. This is expected to continue to be a somewhat iterative process as Project operations scenarios are revised in response to model results.

SCHEDULE

At this time, the schedule is largely dependent on the turnaround of modeling results. Work will be performed in a timely manner in response to the receipt of modeling results. For any other as-requested tasks, the schedule will be developed at the time of the request.

BUDGET

Billing for all work completed under this Task Order will be in accordance with the terms of the Professional Services Agreement dated November 16, 2017, with labor billed at 3.05 times labor rate, and expenses billed at cost. As noted hereinabove, work will be performed on an as-requested basis. Accordingly, the authorized budget amount should be considered as an amount to work against on an as-requested basis and is proposed to be set at \$50,000.

AUTHORIZATION

This Task Order No. NK 19-01 is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.

Authorized by:

Accepted by:

NORTH KERN WATER STORAGE
DISTRICT

GEI CONSULTANTS, INC.

By: _____

By: _____

Date: _____

Date: _____

ACCOUNTING CODE

All work for this scope will be billed under GEI Project No. 1611224; however, it will be assigned a unique Task number which will identify this Task Order. Our invoices will reference North Kern's assigned Accounting Code.

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
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NORTH KERN WATER STORAGE DISTRICT

January 15, 2019

TO: ENGINEERING COMMITTEE
Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Richard Diamond and Ram Venkatesan

RE: Approve Task Order with GEI Consultants for Providing Technical Support to the District's General Counsel

RECOMMENDED MOTION:

“Authorize the General Manager to execute Task Order 19-1 with GEI Consultants for providing technical support to the District's General Counsel for budget amount not-to-exceed \$50,000.”

DISCUSSION:

GEI Consultants (“GEI”) provides technical support to the District's General Counsel on matters related to the District's Kern River water rights. In particular, activities include support for settlement discussions; matters before the State Water Resources Control Board and any other matters related to litigation that requires technical support. GEI was providing the necessary technical support based on the previously approved Task Order 18-7 (\$50,000). Since the budget authorized on the prior task order has been exhausted, staff requested GEI for a new task order (Exhibit “A”) to replenish the budget so they can continue to provide the necessary technical support.

Staff recommends Board approval for the General Manager to execute a task order with GEI Consultants for providing technical support to the District's General Counsel for budget amount not-to-exceed \$50,000.

Attachments:

Exhibit “A”: Task Order from GEI Consultants

January 10, 2019

Richard A. Diamond
General Manager
North Kern Water Storage District
(661) 393-2696 (office)
rdiamond@northkernwsd.com

**Task Order No. NK 19-01
LEGAL COUNSEL SUPPORT**

This Task Order is for work in support of the District's General Counsel.

SCOPE OF SERVICES

The scope of services is "as-requested". To date, most of the engineering services requested by legal counsel have been related to the District's Kern River water rights. In particular, activities may involve support for settlement discussions; matters before the State Water Resources Control Board; and any other matters of existing or prospective litigation requiring engineering support.

SCHEDULE

At this time, there is no schedule; rather, work will be performed on an as-requested basis, with the schedule to be developed at the time of the request.

BUDGET

Billing for all work completed under this Task Order will be in accordance with the terms of the Professional Services Agreement dated November 16, 2017, with labor billed at 3.05 times labor rate, and expenses billed at cost. As noted hereinabove, work will be performed on an as-requested basis. Accordingly, the authorized budget amount should be considered as an amount to work against on an as-requested basis and is proposed to be set at \$50,000.

AUTHORIZATION

This Task Order No. NK 19-01 is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.

Authorized by:
NORTH KERN WATER STORAGE
DISTRICT

Accepted by:
GEI CONSULTANTS, INC.

By: _____

By: _____

Date: _____

Date: _____

ACCOUNTING CODE

All work for this scope will be billed under GEI Project No. 1611225; however, it will be assigned a unique Task number which will identify this Task Order. Our invoices will reference North Kern's assigned Accounting Code.



Sustainable Groundwater Management Act (SGMA)

Status Update

January 2019

Kern Groundwater Authority (KGA)

See attached KGA Memorandum – Accomplishments and Forward Work Plan (December 19, 2018)(Exhibit “A”). The Subbasin level definitions of “Undesirable Results” and the Sustainability Goal have been refined and adopted by KGA. KGA also continues to track groundwater modeling efforts, and is working with landowners and districts with respect to non-districted lands (increased importance as a result of the County’s impending withdrawal from KGA). GEI has completed the KGA “Umbrella” GSP and it is available for review through the KGA. The other GSAs in the Kern Subbasin are in the process of adopting these definitions as part of their coordination with KGA. The Todd Groundwater Historic Water Budget for the Kern Subbasin and the individual districts has been received by the KGA (individual district water budgets have also been transmitted to the districts). These items are currently under review.

Groundwater Sustainability Plan (GSP) (must be submitted to State by January 31, 2020)

1. *Preparation of North Kern GSP:* North Kern is working with Shafter-Wasco ID, the City of Shafter, and the City of Wasco for the joint preparation of a GSP chapter, and all districts located north of the Kern River (including Buena Vista WSD and Rosedale-Rio Bravo WSD) on the preparation of the Hydrologic Conceptual Model (HCM)(a key part of the Basin Setting requirements of GSPs). GEI Consultants is under contract for both of these efforts.

Updates to the Chapter-level GSP for NKWSD and SWID are underway. The Monitoring Network portion of the “Chapter” GSP will be completed with the selection of Representative Monitoring Sites, which is part of the Sustainable Management Criteria (SMC) development work being done in coordination with the other North of River HCM districts

The North of River HCM managers have received the refined groundwater trending analysis prepared by GEI. This analysis is being used to establish the Minimum Thresholds and Measurable Objectives for each district, in coordination with neighboring districts. As the districts agree to their respective SMCs, that portion of the “Chapter” GSP can be written. The Representative Monitoring Sites to be used for the monitoring of the subbasin’s performance in meeting these objectives will also be selected by each district.

An administrative draft of the “Chapter” GSP is to be completed by mid-April (delivered to KGA in May) so that KGA can begin the work of assembling the subbasin-wide document for the mandatory public comment period prior to submittal to the State. During this time, there will be opportunities for the districts to revise their chapters for consistency, as well as opportunities for the districts to recommended revisions to the “Umbrella” elements of the plan.

Communications

1. *Landowner Advisory Committee:* Monthly meetings of the Committee were held on October 18th, November 15th and December 20th. The January meeting is scheduled for the 17th.
2. *General North Kern SGMA Landowner/Stakeholder Meeting:* The District held a SGMA landowner/stakeholder meeting on December 7, 2018.

Kern River Miller-Haggin Groundwater Group

1. Certain Kern River interests are working collaboratively on developing additional information to assist their implementation of SGMA. This includes preparation of required “climate change” analysis/projections of future Kern River flows for 2030 and 2070.



Memorandum

To: Kern Groundwater Authority Board of Directors

From: Terry Erlewine, Basin Coordinator/Patty Poire, Planning Manager

Date: December 19, 2018

Subject: Accomplishments and Forward Work Plan

Accomplishments

- Finalized definitions of the Undesirable Results for the Kern basin with Managers & other GSAs
- Todd Groundwater workshop on the progress of the water budget modeling with managers and other GSAs
- Worked with KRGSA on a sub-agreement for the administration work on the Prop 1 Grant
- Worked with KGA managers on the 2019 Budget
- Attended the KRGSA workshop in Lamont
- Established a new Agricultural Stakeholder Survey to assist the members in outreach
- Closed and reimbursed members and other GSAs on the first peer review contract
- Worked with KRGSA on agreement for second phase of groundwater modeling
- Worked with all GSAs on agreement for second phase of peer review

Forward Work Plan

- Follow-up with Todd Groundwater to provide districts their water budgets based on draft run of CV2Sim – joint workshop set for January 7th, 2019
- In January 2019, change the Coordination Committee meeting slot to Stakeholder meeting
- Begin discussions on establishing minimum thresholds and safe yield
- Work with KRGSA to complete Lamont boundary adjustment to include in the KRGSA
- Continue work with interested stakeholders in non-districted areas
- Work with KGA members and KRGSA on boundary adjustments to accommodate non-districted landowners
- Work with KGA members and GSAs to provide future water supply information to provide for the second phase of water modeling requirements for the GSPs
- Meeting set with Oil Industry on January 9th to continue the discussion on the revised Basin Setting, the Basin Boundary denied and non-districted lands
- Work with individual KGA members on their development of Sustainable Management Criteria

Wonderful orchards™

January , 2019

North Kern Water Storage District
33380 Cawelo Ave.
Bakersfield, CA 93308
Attn: Richard Diamond

Re: North Kern Water Storage District Access to Sub Surface Recharge System

Dear Mr. Diamond:

This letter serves as a formal agreement (“Agreement”) between Wonderful Nut Orchards LLC (“WNO”) and North Kern Water Storage District (the “District”) to allow the District to utilize a subsurface groundwater recharge system on WNO’s property, as depicted on the attached Exhibit A and Exhibit B (the “Property”).

Background on the Project

A. WNO has constructed an experimental subsurface groundwater recharge system on the Property by installing tile drains underground (the “Project”) and planting the land surface to almond trees. The Project allows the District and WNO to deliver surface water to the subsurface system to recharge water on the Property for the benefit of the parties and landowners within the boundaries of the District and allows WNO to maintain use of the Property for farming.

B. WNO desires to cooperate with the District regarding the use of the Project and further desires to acquire additional water supplies for its groundwater banking account in the District.

C. The District has initiated preparation of a Draft Environmental Impact Report (“EIR”) for a program to expand its capacity to bank water. Should the EIR be certified and the District move forward with developing its expanded recharge program, this Property will be evaluated as a long-term component to the expanded recharge program.

Agreement of the Parties

1. Grant. Subject to the terms and conditions set forth herein, WNO will permit the District to use the Project on a non-exclusive basis, for the purpose of recharging the groundwater basin with surface water delivered by the District.

2. Termination. This Agreement may be terminated by mutual agreement of both parties and will automatically terminate on the earlier to occur of (i) one (1) year from the date of this Agreement; or (ii) inclusion of the Property in the District’s expanded recharge program as previously described, unless such date is extended by mutual agreement of the parties.

3. Operation of Property/Project. The District will control all deliveries of recharge water to turnouts at the Property but will coordinate all deliveries with WNO. WNO will operate and maintain the Project in its discretion once water deliveries have been made to turnouts at the Property.

4. District to Provide Water to WNO. Should the District determine that it is need of recharge capacity in excess of its existing capacity, fFor every 3.5 acre-feet of water provided by the District and recharged at the Project, the District shall transfer one (1) acre foot of water from the District's non-Kern River groundwater account to WNO's (or its designated affiliate's) water banking account in the District established through previous agreements. Transferred water will be available for use by WNO (or its affiliates) pursuant to the previous agreements, subject to the limitations of the supply. Upon transfer to WNO's (or its affiliate's) banking account within the District, WNO shall assume all costs and losses applicable for recovery and delivery. Should the District determine that it has adequate existing recharge capacity, all water delivered to the Project shall be considered "Water Delivered for Testing" and the provisions described in paragraph 5 below shall apply.

5. Exception for Water Delivered for Testing. The District may coordinate with WNO for the delivery of water to the Property, which would otherwise have been delivered to the District's existing recharge facilities, for the purpose of testing the Project. Water delivered and recharged for this test purpose shall be credited solely to the District consistent with its existing recharge operations.

6. Option of WNO to Recharge Own Water. WNO shall have the option to acquire, at its own cost, separate surface water supplies for delivery to and recharge at the Project. Should WNO and the District wish to utilize the Project for recharge at the same time for their separate supplies, the recharge capacity shall be divided fifty percent (50%) to WNO and fifty percent (50%) to the District. Seventy-five percent (75%) of any separate water supplies acquired by WNO and recharged on the Property will be accounted to WNO's (or its designated affiliate's) water banking account in the District, and twenty-five percent (25%) will be credited to the District's water banking account.

7. Farming Operation on Land Surface. The District acknowledges that in addition to operating the Project, WNO will be farming the land surface of the Property. Should operation of the Project interfere with the farming operation (as determined in WNO's sole and absolute discretion), WNO will have the right to suspend recharge operations. The District's water deliveries for the farming operation will be tracked separately from deliveries to the recharge operation, and will be consistent with and subject to the District's existing policies, procedures, and practices for the service area in which the Property is located.

8. Water Delivery Costs. All costs to deliver water to the Property, plus fuel and/or electricity costs associated with operating the recharge Project, shall be paid by the District and WNO, respectively, in proportion to the amounts credited to each party's water bank accounts. However, fuel and/or energy costs to operate the Project for testing, as described in Section 5, will be paid by WNO.

Please indicate your agreement to, and acceptance of, the foregoing by signing a copy of this Agreement where indicated below and returning the executed copy to WNO.

Very truly yours,

WONDERFUL NUT ORCHARDS LLC,
a Delaware limited liability company

By: _____
Name / Title: _____

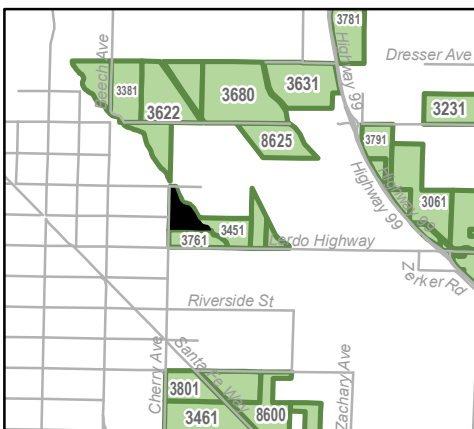
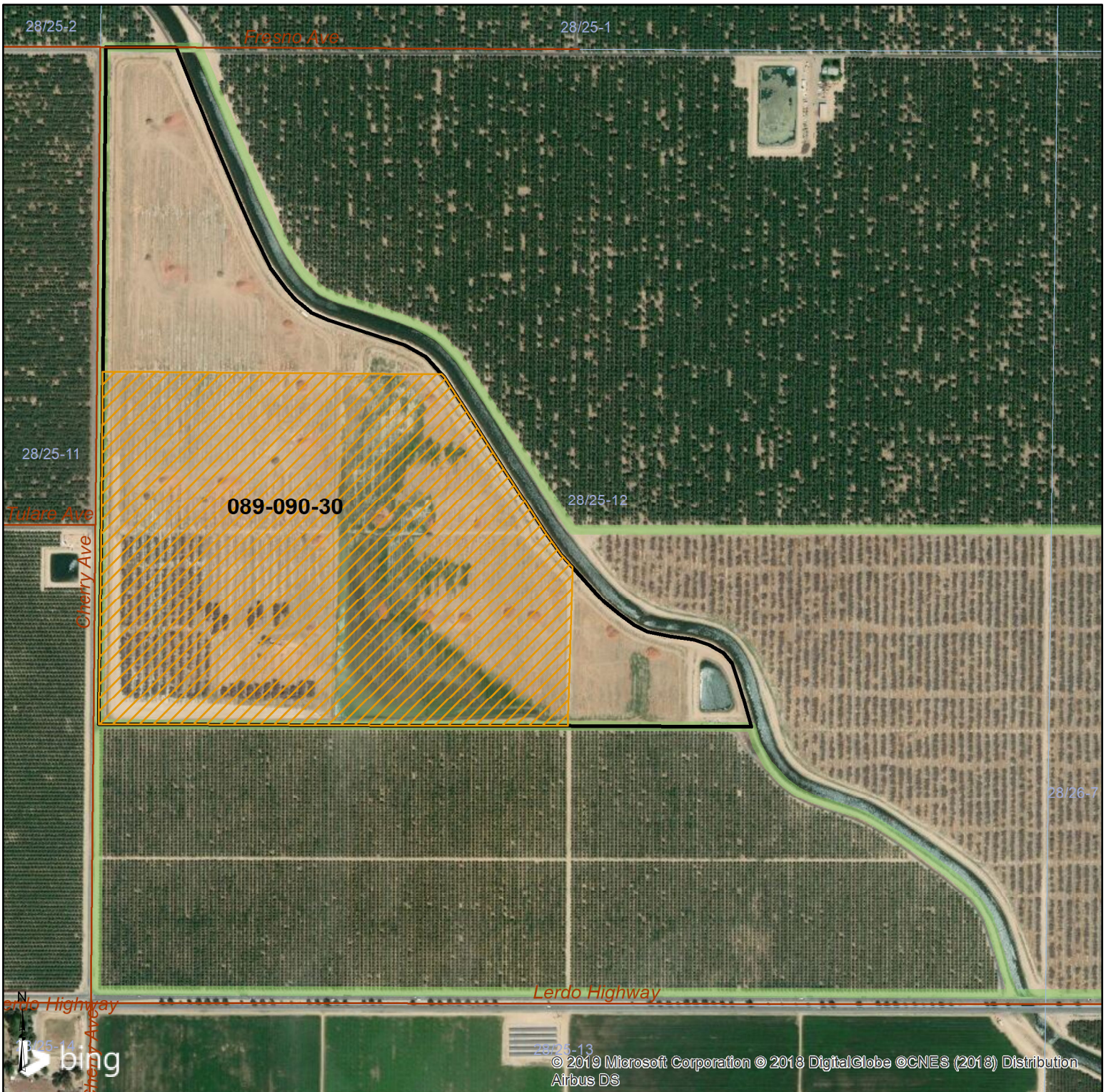
AGREED AND ACCEPTED:

NORTH KERN WATER STORAGE DISTRICT,
a California Water Storage District

By : _____

Name/ Title: _____

EXHIBIT A







Overview Map

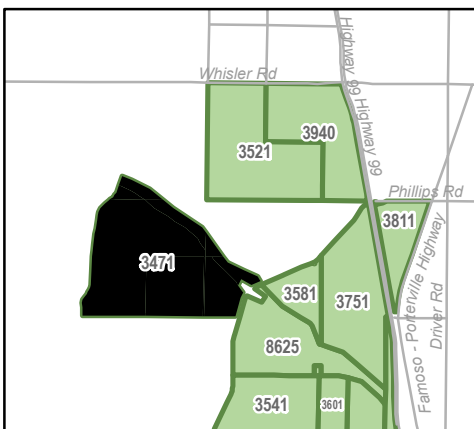
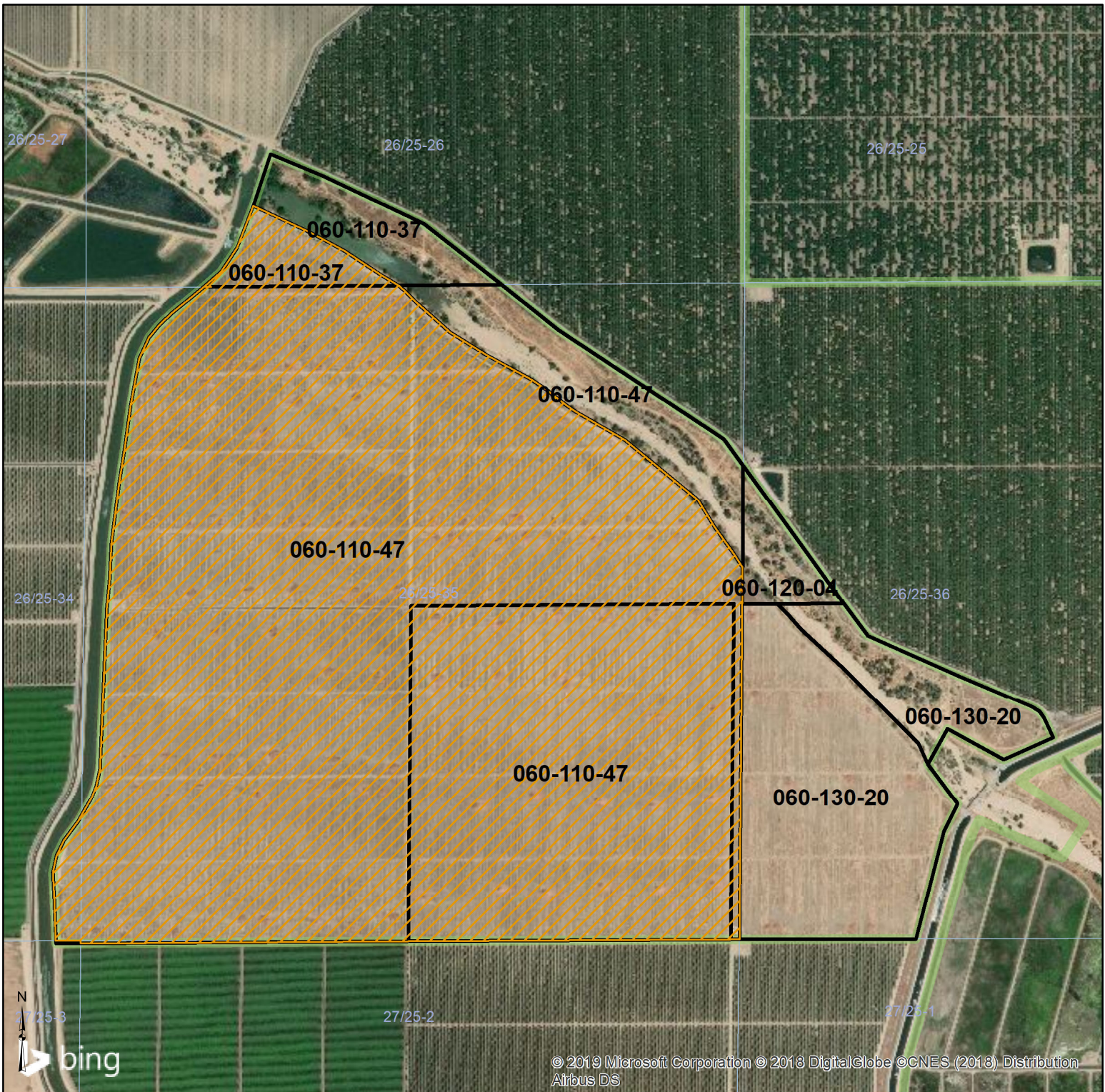
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Agreement to Recharge Water – Exhibit A

Wonderful orchards™

Legend

-  Roads
-  Existing Pipelines - 100 Acres
-  Subject Parcels
-  Ranch






Overview Map

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Agreement to Recharge Water – Exhibit B

Wonderful orchards™

Legend

-  Existing Pipelines - 530 Acres
-  Subject Parcels
-  Ranch

**BEFORE THE BOARD OF DIRECTORS OF
NORTH KERN WATER STORAGE DISTRICT**

IN THE MATTER OF:

RESOLUTION NO. __-__

**DETERMINATION THAT NO ELECTION BE HELD
ON MARCH 5, 2019 FOR DIVISIONS 2 AND 5 AND REQUESTING
APPOINTMENT OF DIRECTORS THEREFORE**

WHEREAS, the terms of office of the following Directors representing the following divisions, respectively, of NORTH KERN WATER STORAGE DISTRICT expire at the regular meeting to be held April 16, 2019:

Joel Ackerknecht	-	Division 2
Winn C. Glende	-	Division 5

WHEREAS, the time of holding a general election for the election of successors of said Directors is March 5, 2019; and

WHEREAS, more than eighty-four (84) days prior to said March 5, 2019, the Secretary of the District caused to be published a notice stating the time of said forthcoming general election and reciting the provisions of Sections 41305 and 41307 of the California Water Code, in accordance with and as required by Section 41308 of the California Water Code; and

WHEREAS, nomination petitions have been filed purporting to nominate each of the following named persons for the office of Director for the respective division set opposite his name, and requesting that his name be placed on the ballot for such respective division, namely:

Joel Ackerknecht	-	Division 2
Winn C. Glende	-	Division 5

WHEREAS, all of said nominating petitions were so filed with the Secretary of this Board at least sixty (60) days before said election and the dates of filing thereof are endorsed thereon; and

WHEREAS, said nomination petitions were sufficient as to the form set forth in Section 41305 of the California Water Code and were signed by ten (10) or more voters in such respective division; and

WHEREAS, by reason of the foregoing, this Board declares and finds that, as of January 4, 2019, the first business day following the fifty-ninth (59th) day prior to March 5, 2019, said election day, the only person nominated for the office of Director for Division No. 2 is Joel Ackerknecht; and

WHEREAS, by reason of the foregoing, this Board declares and finds that, as of January 7, 2019, the first business day following the fifty-ninth (59th) day prior to March 5, 2019, said election day, Winn C. Glende, is the incumbent Director representing Division No. 5 of the District, was unable to obtain ten (10) or more signatures of voters for reasons beyond his control, and is fully informed, able and willing to represent said Division No. 5 in such capacity of Director; and

WHEREAS, this Board desires to exercise its discretion, as provided in Section 41307 of the California Water Code, as to filling the office of Director for Divisions No. 2 and 5.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of this District, as follows:

(1) That no election be held in NORTH KERN WATER STORAGE DISTRICT on March 5, 2019, for the election of Directors for Divisions No. 2 and 5.

(2) That pursuant to Section 41307 of the California Water Code the Board of Directors of NORTH KERN WATER STORAGE DISTRICT does hereby request that the Board of Supervisors of Kern County appoint the following persons to the offices of Director of the District, each for the terms indicated below, commencing pursuant to Sections 40300 and 41300 of the Water Code, at the regular meeting to be held April 16, 2019, as the only persons nominated for said offices, respectively:

Joel Ackerknecht - Division 2

(3) That a certified copy of this resolution be forwarded to the Board of Supervisors of Kern County.

All the foregoing, being on the motion of Director _____ and seconded by Director _____, is hereby authorized by the following vote, namely:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true copy of the Resolution of the Board of Directors of NORTH KERN WATER STORAGE DISTRICT as duly passed and adopted by said Board of Directors on January _____, 2019.

Secretary of the Board of Directors

[SEAL]

CERTIFICATE

WE, _____ and _____, do hereby severally certify that the undersigned are the President and Secretary, respectfully, of the NORTH KERN WATER STORAGE DISTRICT, that the foregoing is a true and correct copy of a resolution and order adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the principal office of the District on the ____ day of January 2019 at which meeting a quorum of said Board of Directors was at all times present and acting.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of said District this ____ day of January 2019.

President

(SEAL)

ATTEST:

Secretary