Board Meeting



WATER STORAGE DISTRICT

SEPTEMBER

AGENDA

NORTH KERN WATER STORAGE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

33380 Cawelo Avenue Bakersfield, CA 93308

Tuesday, September 17, 2019 - 7:00 a.m.

CALL TO ORDER PUBLIC COMMENT

 Board Meeting Minu
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- A. Approve Minutes of August 20, 2019 Regular Board Meeting
- B. Approve Minutes of September 3, 2019 Special Board Meeting

2. General Informational Items

- A. Kern River Watermaster Report
- B. District Groundwater Levels
- C. District Exchange Balances
- D. 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. Water Delivery Improvements*

5. Budget and Personnel Committee

A. Approve On Bill Financing Loan Agreement with Pacific Gas and Electric Company

6. Engineering Committee

- A. Approve Task Order for NEPA Support Services for the 2019 WaterSMART Water and Energy Efficiency Grant Award
- B. Approve Issuance of Standard Form License Agreement to Shafter-Wasco ID
- C. Approve Task Order for an Emergency Project at the Calloway-CVC BNSF Railroad Crossing
- D. Approve Agreement for Use of Recharge Facility

7. Groundwater Committee

- A. Kern Groundwater Authority*
- B. Sustainable Groundwater Management Act Status Report September 2019

- 8. Produced Water Ad Hoc Committee
- 9. Negotiating Committee*
- 10. Counsel of District*
- 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 and landowner facilities for various potential water management programs; negotiator, Richard Diamond
- 14. Adjournment

Agenda Item 1A

BOARD OF DIRECTORS

North Kern Water Storage District Minutes of the Meeting of August 20, 2019

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 August 20, 2019.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Carole Fornoff, Winn Glende and Mike Mendes. Others present: Richard Diamond (General Manager), Ram Venkatesan (District Engineer), Marinelle Duarosan (Controller), Heather Williams (Operations Superintendent), Christy Castaneda (Administrative Assistant) and Erica Celedon (Accounting Clerk) of North Kern Water Storage District, Scott Kuney (District Counsel - Young Wooldridge) Ron Eid (GEI – Consulting Engineer). Guests included: Todd Turley (AgReserves), Geoff King (BHK), Michelle Ricker (GEI), Dave Ansolobehere (Cawelo) and Timothy Gobler (Wonderful), Kathleen Valenzuela (Hamilton Resource), Doug Gosling (Braun Gosling). Absent from today's meeting was Director Joel Ackerknecht.

President Andrew called the meeting to order at 7:00 a.m. and opened the floor for public comments, at this time there were none.

Budget and Personnel Committee -

Geoff King (District Auditor) addressed the board and gave a brief summary of the North Kern Water Storage District and Rosedale Ranch Improvement District Audited Financial Statements for 2018. Mr. King stated that the District received an unqualified opinion and has a very strong financial position. Included in the audit report was a single audit related to the Federal grants.

Upon motion of Director Mendes, seconded by Director Glende and unanimously carried, to approve the December 31, 2018 Audited Financial Statements of North Kern Water Storage District and Rosedale Ranch Improvement District, Independent Auditors Report and Schedule of Expenditure of Federal Awards.

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

Groundwater Ad Hoc Committee -

General Manager Diamond stated there was no report for KGA.

Michelle Ricker provided an overview presentation of the Draft North Kern-Shafter Wasco Irrigation District Management Area Plan.

Upon motion of Director Fornoff, seconded by Director Mendes and unanimously carried, to authorize the submittal of the North Kern WSD – Shafter-Wasco ID Draft Groundwater Sustainability Plan/Management Area Plan to the Kern Groundwater Authority and release for public comment.

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

Board of Directors -

- (19-101) Upon motion of Director Glende, seconded by Director Mendes and unanimously carried, to approve the minutes from the July 16, 2019 Regular Board meeting.

 (Ayes: Andrew, Mendes, Fornoff & Glende, Noes: None, Absent: Ackerknecht, Abstain: None)
- Watermaster General Manager Diamond reported that the Isabella remediation Phase II project construction and blasting continues.

The Corps of Engineers continues to provide small tours of the Isabella project. These tours are going to take place approximately once a month.

A recent request made to the Corp for additional 2019-2020 winter carryover storage in Lake Isabella was denied. Staff indicates it is due to the construction project, but we are yet to get more details on this decision.

The April – July runoff for 2019 was 199% of the 1894-2018 average.

Operations Report – Operations Superintendent Williams reported on District operations stating that the District's share of Isabella storage is estimated at 59,000 AF. Kern River natural inflow and outflow are averaging 750 cfs and 1,780 cfs, respectively. The District Kern River demand is 335 cfs.

CRC produced water of has been diverted to the 9-2 spreading pond along with 40 cfs of District water supplies. Califia Farms continues to pump into the Lerdo Canal.

Financial Matters -

- (19-102) Upon motion of Director Mendes, seconded by Director Glende and unanimously carried, to receive and file the Treasurer's Report for the North Kern Water Storage District for the month of July as printed.

 (Ayes: Andrew, Mendes, Fornoff & Glende, Noes: None, Absent: Ackerknecht, Abstain: None)
- (RR19-103) Upon motion of Director Mendes, seconded by Director Glende and unanimously carried, to receive and file the Treasurer's Report for the Rosedale Ranch Improvement District for the month of July as printed.

 (Ayes: Andrew, Mendes, Fornoff & Glende, Noes: None, Absent: Ackerknecht, Abstain: None)
- The Financial Statement, Summary of Water Sales, Deposits and the Accounts Receivable report for the month of July were reviewed and accepted as printed.
- (19-104) 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 July as printed.

 (Ayes: Andrew, Mendes, Fornoff & Glende, Noes: None, Absent: Ackerknecht, Abstain: None)
- (RR19-105) Upon motion of Director Fornoff, seconded by Director Glende and unanimously carried, to approve for payment the Accounts Payable for the Rosedale Ranch Improvement District for the month of July as printed.

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

Consulting District Engineer – Consulting District Engineer Ron Eid reported:

- A. High-Speed Rail Authority: Mr. Eid stated that there was not a lot of activity during the month. He added that, subsequent to last month's Board meeting, comments to the 60% drawings and specs for the 9-22 canal were submitted to California Rail Builders.
- B. Poso Creek RWMG: Mr. Eid stated there was no public meeting this month. As per the work on the Plan update, GEI anticipates the final version will be submitted to DWR this week. Submittal of the Plan update is a pre-requisite to eligibility for upcoming funding. Mr Eid also stated there will be a Prop 1 grant application submitted on behalf of the regional group which will include several individual projects
- C. Grants for Projects: The District was awarded an amount of \$750,000 for construction of replacement wells and additional well connections to the Friant–Kern Canal. The Bureau continues working on drafting a contract for this award.
 - We also previously received notice that the District was awarded an amount of \$75,000 to fund the SCADA software and Land IQ ET improvements. The Bureau continues working on drafting a contract for this award.
- D. Water Delivery Improvements: The Well Instrumentation project that was previously rejected is out for bid again, with a couple of changes that were made to the specifications and the project. The bid date has been extended until September 6, 2019 to solicit more competition.

Engineering Committee -

(19-106) Upon motion of Director Mendes, seconded by Director Fornoff and unanimously carried, to adopt Resolution 19-106 to authorize General Manager to submit a grant application and enter into an agreement with the Department of Water Resources for grant funding under the Water Quality and Infrastructure Act of 2014 to concrete line the Calloway Canal and improve the District's water delivery operations.

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

(19-107) Upon motion of Director Mendes, seconded by Director Glende and unanimously carried, to authorize the General Manager to execute the second amendment to task order 18-13with GEI Consultants to provide environmental compliance support services for a budget amount not-to-exceed \$11,616 for the Return Capacity Improvements Project.

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

Produced Water Ad Hoc Committee –

Upon motion of Director Glende, seconded by Director Mendes and unanimously carried, to authorize General Manager to execute the Cost Sharing Agreement for Central Valley Regional Board Related Activity with various entities for work to support the use of produced water for irrigation subject to the inclusion of relevant North Kern costs for public relations and technical experts.

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

Negotiating Committee – No Report at this Time

Counsel of District – No Report at this Time.

Rosedale Ranch – General Manager Diamond stated he is working with GEI on the GSP for the RRID Management Area and is 80-90% completed.

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 9:50 a.m. The Board reconvened back into open session at 10:45 a.m. and it was noted no reportable actions were taken in closed session.

(19-109) Upon motion of Director Fornoff, seconded by Director Mendes and unanimously carried to adjourn the meeting at 10:45 a.m.
(Ayes: Andrew, Mendes, Fornoff & Glende, Noes: None, Absent: Ackerknecht, Abstain: None)

	Respectfully Submitted
Richard Dia	mond, General Manager

Approved by Board	
September 17, 2019	
Kevin Andrew, President	

Agenda Item 1B

BOARD OF DIRECTORS

North Kern Water Storage District Minutes of the Special Meeting of September 3, 2019

A Special Meeting of the Board of Directors of North Kern Water Storage District was held at the District Office, 33380 Cawelo Avenue starting at 10:00 a.m., on September 3, 2019.

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), Scott Kuney (District Counsel).

President Andrew called the meeting to order at 10:04 a.m. and opened the floor for public comments. At this time, there was none.

Upon motion of Director Ackerknecht, seconded by Director Mendes and unanimously carried to "Authorize the General Manger to execute a contract with RHS Consulting Ltd. in an amount not-to-exceed \$729,591 for operation of the Kern River weather modification program for the winters of 2019/2020 through 2021/2022, subject to confirmation of reimbursement of 75 percent of the costs by Buena Vista Water Storage District, Kern Delta Water District, and the City of Bakersfield (North Kern's share not-to-exceed \$182,398)."

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

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 12:08 p.m. The Board reconvened back into open session at 1:30 p.m.

(19-111)	Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried to adjourn the meeting at 10:50 a.m. (Ayes: Andrew, Mendes, Glende, Ackerknecht & Fornoff, Noes: None, Absent: None, Abstain: None)
	Respectfully Submitted,
	Richard Diamond, General Manager
Approved by September 1	
Kevin Andre	w, President

Agenda Item 2A

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

September 12, 2019

TO:

Kern River Interests

FROM:

Dana S. Munn

RE:

Report of Recent Activities

Isabella Dam Safety Modification Project - The September 2019 Situation Report is attached. The Phase II (dam) construction and blasting continues.

The Corp of Engineers staff indicate that they will continue to provide tours of the Isabella project for a maximum of five participants next month. I will coordinate attendance first with Kern River Interests and then other interested parties.

Runoff and Operations

The Corp denied a recent request for additional 2019-2020 winter carryover. Water management staff indicated it is due to the construction project. Corp construction project staff confirmed that decision. Given no additional winter carryover Kern River interests are supposed to have Isabella storage to the Corp water control diagram required 170,000 acre foot level by November 1.

Attached are graphs of "March 1, 2019 to date Kern River Inflow, Outflow and Isabella Storage" and "Kern River Inflows and Chagoopa Plateau Sensor, Elevation: 10,300', Minimum Temperature". The minimum temperature at Chagoopa Plateau has dipped below 32 degrees recently. This may impact the melting of any high elevation residual snowpack.

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: September 2019 Situation Report

Graph of March 1, 2019 to date Kern River Inflow, Outflow and Isabella Storage

Graph of Kern River Inflows and Chagoopa Plateau Sensor, Elevation: 10,300', Minimum

Temperature



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.





Advisory

- The Phase II Dams and Spillways contractor (Flatiron/Dragados/Sukut Joint Venture, or FDS JV)
 continues construction activities. As a result, the site including Engineers Point is an active construction
 area and is off limits to the public.
- Corps policy prohibits public operation of unmanned aircraft systems, such as drones, on or above federal lands and waters managed by USACE. The policy is intended to ensure critical infrastructure security and public safety.

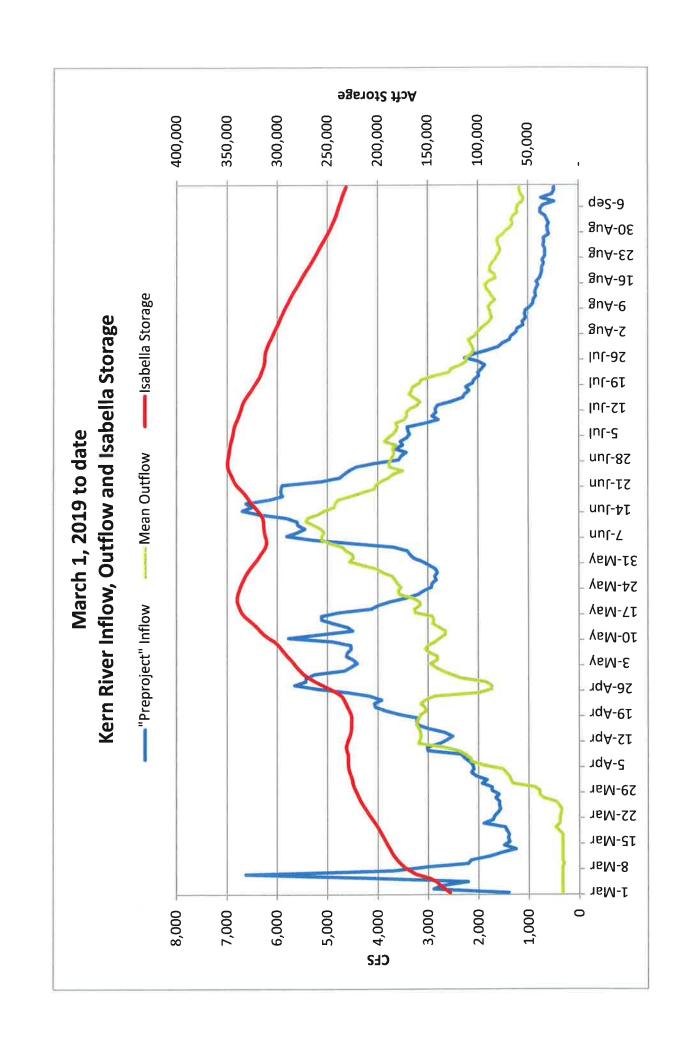
Looking Ahead (Next 30+ days)

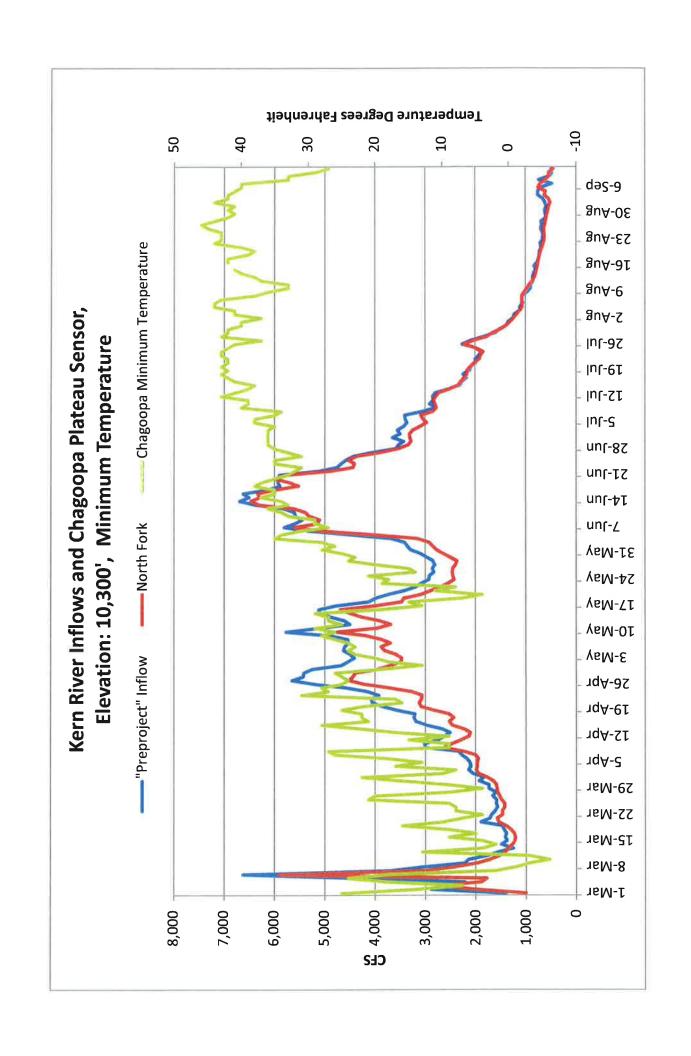
- Construction on SR155 near the Main Dam will continue throughout 2019. The contractor is currently
 constructing the embankment for the SR155 detour. Traffic is expected to be moved to the detour in fall
 2019, which will create periodic traffic delays. USACE will provide updates on expected impacts via public
 outreach, the monthly SITREP, and the Isabella Task Force.
- Production blasting will continue through all of 2019 and into 2020. The contractor will establish a safety
 perimeter to restrict access during each blast, including along SR155 near the main dam, which will be
 temporarily closed during blasting operations.
- Work on the Old Isabella, South Fork, and Auxiliary Dam recreation areas is expected to resume this
 month. The recreation areas will remain open, however, the contractor will mark certain areas within
 those sites off-limits to ensure public safety during construction operations.

Current Lake Status (as of September 3, 2019)

The current pool resides at 242,376 acre-feet, which is 67% of restricted pool, and an elevation of 2,571.2 feet. As part of our interim risk reduction measures, Isabella Lake has a restricted elevation of 2,589 feet (361,250 acrefeet). Current lake status can be viewed at https://go.usa.gov/xE2pX

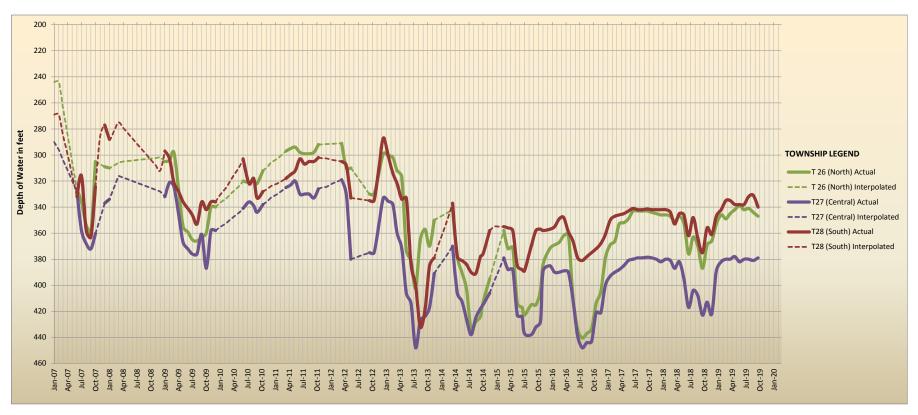
Milestones	
Pre-Construction Engineering and Design	Complete
Construction of USFS Fire Station and Admin Facilities	Complete
U.S. Forest Service Visitor's Information Center	In Planning
Dams and Spillways Construction	2018-2022

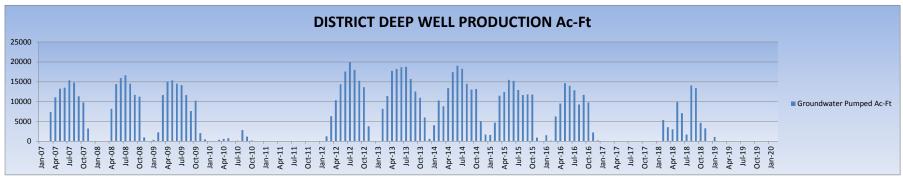




Agenda Item 2B

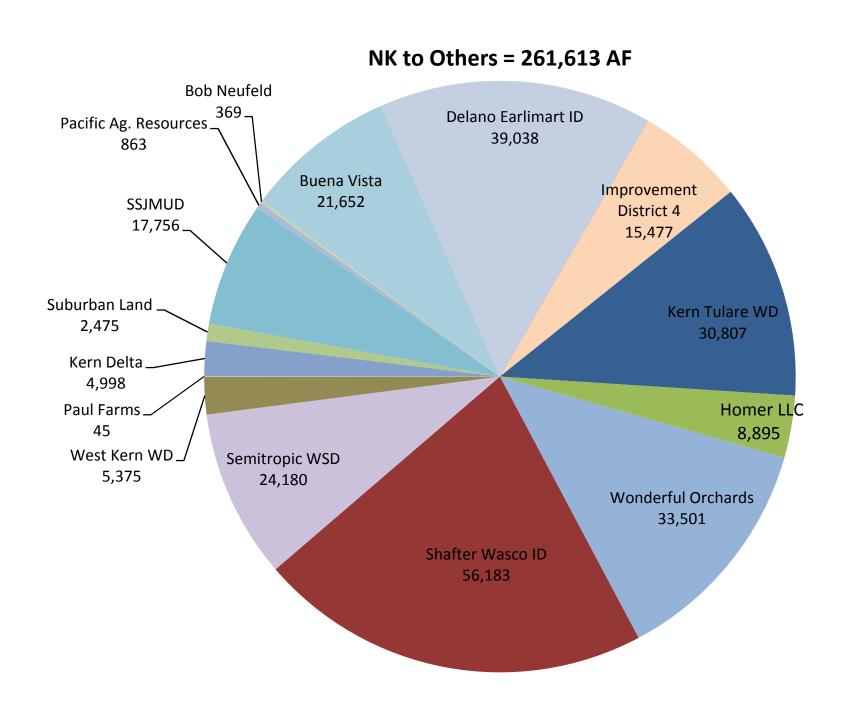
NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



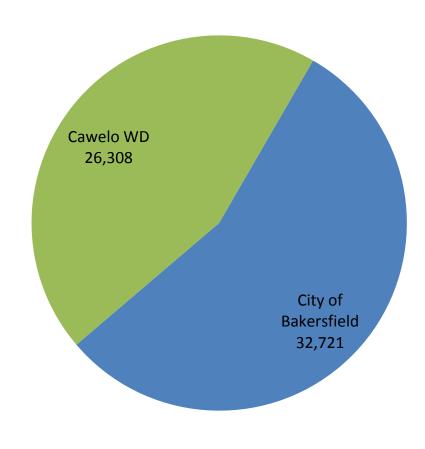


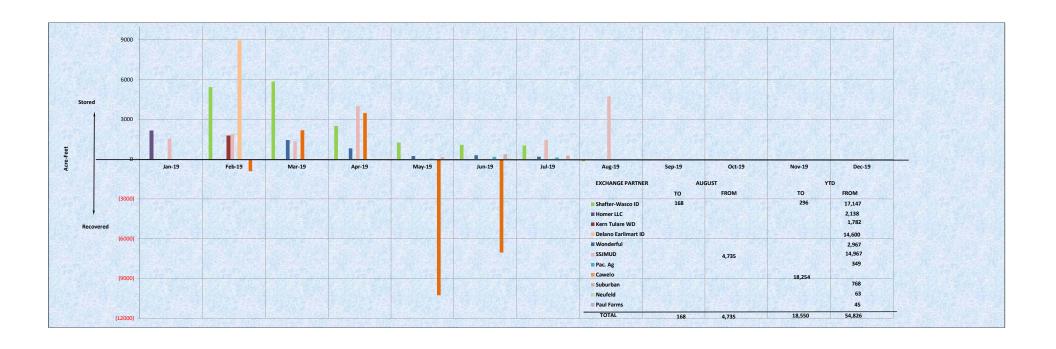
Agenda Item 2C

NORTH KERN WATER STORAGE DISTRICT EXCHANGE BALANCES AS OF AUGUST 31, 2019









Agenda Item 2D

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

September 17, 2019

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

- 1. Lake Isabella storage levels are estimated at 230,000 Ac-Ft. The District's share of storage is estimated to be 49,000 Ac-Ft. The Natural Inflow is averaging 520 CFS and the Regulated Outflow is averaging 1,170 CFS. The District's Kern River demand is 265 CFS.
- 2. The District received 5,000 Ac-Ft of Borrow-Payback water from the COB on September 1st.
- 3. SSJMUD deliveries, via the Friant, have continued with 75 CFS per day. Deliveries for August totaled 4,735 Ac-Ft. Since July, the District has received an estimated total of 8,120 Ac-Ft from SSJMUD.
- 4. CRC produced water continues to be diverted to the 9-2 spreading along with the 40 CFS of District water supplies. Califia continues with 1 CFS into the Lerdo.

Agenda Item 6A

P.O. Box 81435 Bakersfield, CA 93380-1435 Administration

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

NORTH KERN WATER STORAGE DISTRICT

September 17, 2019

TO: ENGINEERING COMMITTEE

Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Ram Venkatesan

RE: Approve Task Order for National Environmental Policy Act Support Services for

the 2019 WaterSMART Water and Energy Efficiency Grant Award

RECOMMENDED MOTION:

"Authorize the General Manager to execute Task Order 19-11 with GEI Consultants for National Environmental Policy Act (NEPA) support services for the 2019 WaterSMART Water and Energy Efficiency grant award in an amount not-to-exceed \$45,402."

DISCUSSION:

As indicated at the July and August Board meetings, the District was successful in getting grant funding from The Bureau of Reclamation (Bureau) (\$1.5 million) under the 2019 WaterSMART Water and Energy Efficiency grant program to concrete line the Calloway Canal from Snow Road to 7th Standard Road and install advanced metering, SCADA and telemetry improvements for select District wells.

As part of the grant award several environmental tasks such as an Environmental Assessment, Cultural Resources survey, and Biological survey have to be performed. Also NEPA reports have to be prepared and approved by the Bureau. GEI Consultants has estimated a budget of \$45,402 to assist North Kern in preparing those environmental reports (Exhibit "A"). The task duration is estimated to be five months. A portion of the costs for the environmental tasks are recovered from grant funding. The District applied for State grants last week and will apply for other Federal grants later in the year to recover the remaining local cost share requirements.

Staff recommends Board approval for the General Manager to execute Task Order 19-11 with GEI for NEPA support services for the 2019 WaterSMART Water and Energy Efficiency grant award in an amount not-to-exceed \$45,402.

Attachments:

Exhibit "A" – Task Order 19-11 from GEI Consultants

EXHIBIT "A"





August 13, 2019

Richard Diamond, General Manager Ram Venkatesan, PE, District Engineer North Kern Water Storage District 33380 Cawelo Extended Avenue Bakersfield, California 93308 ram@northkernwsd.com

Re: Professional Services for Compliance with the National Environmental Policy Act, Task Order No. NK 19-11 for the Calloway Canal Lining Project, Snow Road to Seventh Standard Road Segment

Dear Mr. Diamond and Mr. Venkatesan:

This Task Order defines a Scope of Services, Schedule, and Budget for work to be completed by GEI Consultants, Inc. ("GEI") for North Kern Water Storage District ("District") per the terms and conditions of the Consultant Agreement Services dated November 16, 2017, except as amended herein.

GEI intends to assist the District with the preparation of an Environmental Assessment (EA) and other environmental documents for compliance with the National Environmental Policy Act (NEPA), including a Biological Assessment (BA) and cultural resources inventory report.

Team: GEI's proposed project manager is Ginger Gillin. Supporting Ginger will be Ron Eid, Nicholas Tomera, Denise Jurich, Jesse Martinez, Madeline Bowen, and Anne King.

SCOPE OF SERVICES

The following list details the anticipated environmental services associated with the Project work:

The Bureau of Reclamation (Reclamation) has approved a 2019 WaterSMART Water and Energy Efficiency Grant to the District for the Calloway Canal Lining Project (Project). Reclamation will need to comply with NEPA prior to authorizing construction on the facilities. To expediate the NEPA process, GEI will prepare an EA (to Reclamation's specifications) on Reclamation's behalf. Note that California Environmental Quality Act has already been completed for the Project.

The Project lining approximately 6,250 linear feet of Calloway Canal with concrete from approximately Snow Road to Seventh Standard Road. Reclamation will require that the

Calloway Canal is evaluated by an architectural historian, in addition to the typical natural resource evaluations that are done for environmental assessments.

This NEPA compliance task includes time for an architectural historian and archaeologist to conduct a pedestrian survey of the Project area (including the Calloway Canal, access routes, and staging areas) and records search at the South San Joaquin valley Information Center. A cultural resources inventory report will be prepared to support Reclamation's National Historic Preservation Act (NHPA) Section 106 consultation with the Office of Historic Preservation. GEI will also prepare a BA which addresses the potential impacts to Federally-listed threatened and endangered species needed for Reclamation's Endangered Species Act Section 7 consultation. Finally, GEI will prepare an EA consistent with Reclamation's specifications and format.

Assumptions

- Reclamation will conduct Native American consultation for compliance with NHPA Section 106.
- If the Project cannot avoid archaeological sites, Reclamation may require evaluations (Phase II testing). This is very unlikely, given that the Project area is heavily disturbed.
- Up to three rounds of review by Reclamation may be required for the BA and cultural resources report.
- Protocol-level surveys for plant and wildlife species will not be conducted.
- The District is exempt from the Metropolitan Bakersfield Habitat Conservation Plan fee.
- GEI will maintain close and frequent communication with Reclamation throughout the project, including a kick-off meeting at the start of the project.

SCHEDULE

The schedule for this Project is to complete the surveys and draft EA, BA, and cultural resources inventory report within 90 days from the notice to proceed. The final EA, BA, and cultural resources inventory report will be delivered no later than 150 days following the notice to proceed.

BUDGET

Billing for all work completed under this Task Order will be in accordance with the terms of the Professional Services Agreement, with labor billed at 3.05 times labor rate, and expenses billed at cost. An estimated budget for professional services to complete the scope is \$45,402.

AUTHORIZATION

This Task Order, NK 19-11, 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: 8/13/2019_

ACCOUNTING CODES

All work for this scope will be billed under a new unique GEI Project No. (19xxxxx) and will reference North Kern's assigned Accounting code.

													Expenses		Total Cost	
	nsk No. Description											Subtotals				
Task No.		Ginger Gillin	Nick Tomera	Ron Eid	Denise Jurich	Jesse Martinez	Madeline Bowen	Anne King	Devin Barry	GIS	Admin			Travel/ Mileage	Subtotal	
		Project Ma	Project Management Project Advisor		Cultural Resources		Biological Resources									
		\$261 /hr	\$175 /hr	\$251 /hr	\$197 /hr	\$139 /hr	\$146 /hr	\$182 /hr	\$98 /hr	\$99 /hr	\$99 /hr	Hrs	Cost			
Calloway Canal Lining Project																
1	Prepare Cultural Resources Report	2	4	0	8	30	30	0	0	8	8	101	\$12,932	\$500	\$500	\$13,432
2	Prepare Biological Assessment	2	4	0	0	0	0	30	30	8	8	82	\$11,206	\$500	\$500	\$11,706
3	Prepare Environmental Assessment	8	40	8	0	0	0	0	0	4	4	64	\$11,888	\$0	\$0	\$11,888
4	Coordination with Reclamation	8	16	0	0	0	0	0	0	0	0	24	\$4,888	\$0	\$0	\$4,888
5	Project Management	8	8	0	0	0	0	0	0	0	0	16	\$3,488	\$0	\$0	\$3,488
	PROJECT TOTALS	28	72	8	8	30	30	30	30	20	20	287	\$44,402	\$1,000	\$1,000	\$45,402

Agenda Item 6B

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

September 17, 2019

TO: ENGINEERING COMMITTEE

Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Ram Venkatesan

RE: Approve Issuance of Standard Form District License Agreement to Shafter Wasco

Irrigation District

RECOMMENDED MOTION:

"Authorize the execution of a standard form District license agreement to Shafter Wasco Irrigation District ("SWID") for constructing, operating and maintaining an electric powerline that will provide power to SWID's deep well located on the west side of the Calloway Canal south of Kimberlina Road."

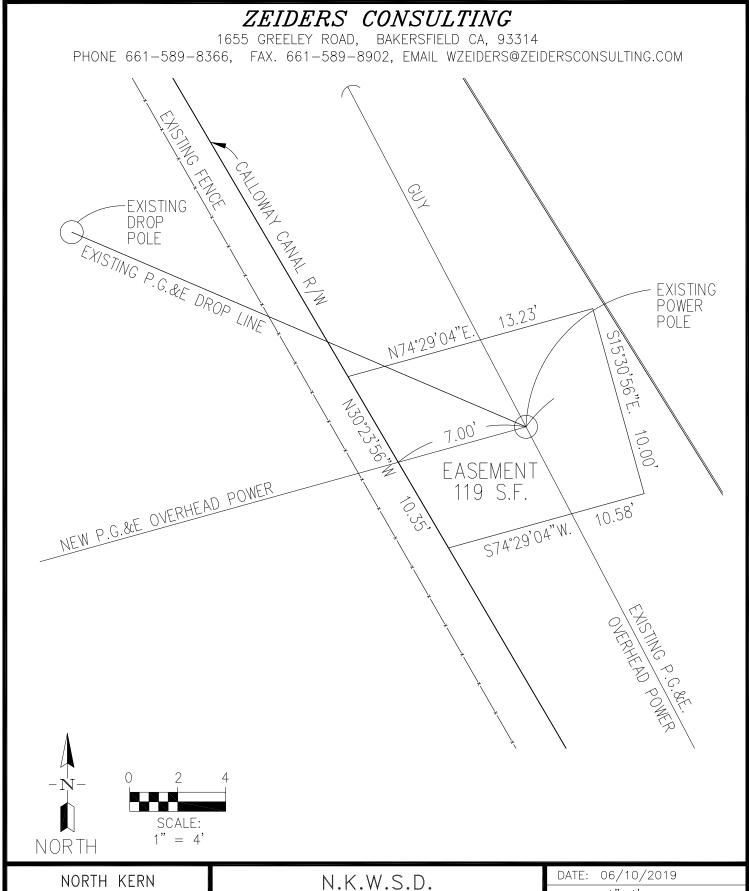
DISCUSSION:

Shafter-Wasco Irrigation District ("SWID") has requested approval to construct, operate and maintain an electric powerline across North Kern property that will provide power to SWID's deep well located on the west side of the Calloway Canal south of Kimberlina Road as shown on Exhibit "A". SWID's engineer has submitted a legal description and a plat which District staff has reviewed and finds acceptable. Staff recommends the execution of a standard form District license agreement (Exhibit "B") to SWID subject to legal counsel approval.

Attachments:

Exhibit "A" – Proposed Project Location

Exhibit "B" - License Agreement



WATER STORAGE DISTRICT 33380 CAWELO AVENUE BAKERSFIELD, CA 93308 (661) 393-2696

CALLOWAY CANAL SWID - P.G.&E. EASEMENT PTN. NE 1/4 SEC. 28, 27/25

SCALE: $1"=\overline{4}$

DRAWN BY: J. STORMONT CHECKED BY: W. ZEIDERS

FILE NAME: SWID-KIMBERLINA PIPELINE

LICENSE AGREEMENT

T	HIS LICENSE AGREEMENT ("License" or "Agreement") is entered into this
day of _	2019 by and between, NORTH KERN WATER STORAGE DISTRICT,
a Califor	nia water storage district duly organized and existing under and by virtue of the
laws of t	he State of California, hereinafter called "District", and SHAFTER WASCO
IRRIGA	TION DISTRICT, a California irrigation District, hereinafter called "Licensee".
	and Licensee may sometimes herein be referred to individually as the "Party"
	ectively as "Parties".

WITNESSETH THAT:

1. <u>Description of Premises.</u> District, as the owner of that certain parcel of real property designated as Kern County Assessor's Parcel No. 072-160-14 (the "Property") and described and set forth via the "Parcel Description" below, insofar as it has the right so to do, hereby gives Licensee a non-exclusive 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 "License Area" described and set forth below.

Parcel Description: The parcel of land, situated in the northeast quarter of Section 28, Township 27 South, Range 25 East, MDM, described in the Quitclaim Deed from Sun World International LLC and others dated October 9, 2013 and recorded as Document No. 0213174752, Kern County Records.

License Area: The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed. See Exhibit "A" and Exhibit "B" both attached hereto and incorporate herein.

- 2. <u>Use of License Area.</u> Licensee may use the License Area for the purpose of constructing, operating, maintaining, inspecting, and using facilities and associated equipment for public utility purposes, including, electric, gas, and communication facilities, hereinafter called "Facilities", and for no other purpose or purposes whatever. District reserves the right to use the License Area for all purposes incidental to the operation, maintenance, and improvement of the Facilities and/or actions related thereto and for such other purposes which do not preclude such use of the License Area 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. Restoration of License Area. Licensee is permitted, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said License Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the License Area which now or hereafter in the opinion of Licensee may interfere with or be a hazard to the Facilities set forth hereunder, or as

Licensee deems necessary to comply with applicable state or federal regulations. Licensee shall restore the License Area and/or the area along each side of the License Area to as near its original condition for its present uses as is consistent with the rights herein set forth and upon completion of work and services related hereto and with respect to the License Area, and shall be responsible for the cost and expense associated with the temporary relocation, reconstruction, cost of replacing, and cost of protection work as to existing facilities or other facilities installed within the or in immediate proximity to the License Area at any time as is made necessary by the exercise of Licensee's rights hereunder, and all such work to be done in such manner as to assure continuation of service of any existing facilities or other facilities to be relocated.

- 4. Other Lands or Premises. Upon written request being submitted by Licensee to District and District providing written approval, District may grant to Licensee a temporary right and/or license to use such portion of other lands contiguous to said License Area as may be reasonably necessary in connection with the excavation construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities.
- 5. <u>Non-Exclusive License.</u> The subject License is non-exclusive and is subject to all existing structures, fencing, canals, irrigation ditches, laterals, pipelines, roads, lanes, highways, railroads, electrical transmission facilities, and other utility facilities, including telephone and telegraph lines, and to all future uses which do not unreasonably interfere with the use of the subject License and License Area, including, but not limited to, the right to use the License Area for District related purposes and for private roadways, fencing, ditches, laterals, and/or pipelines.
- 6. <u>Safety and Other Improvements.</u> Licensee shall, from time to time and at its own expense, install such safety devices and make such other improvements to the subject License Area and Facilities as shall be reasonably necessary to keep and maintain the License Area and Facilities safe and in compliance with all applicable State, Federal, and/or Local laws, rules, ordinances, and/or regulations.
- 7. <u>Compliance with Law, Regulations, and Permits.</u> Licensee shall at all times pursuant hereto comply with all applicable State, Federal, and/or local laws, rules, ordinances, and/or regulations related to the construction, maintenance, and/or operation of the License, License Area, and Facilities. Licensee, at its own cost and expense, shall be responsible for obtaining, acquiring, and/or procuring all necessary licenses, permits, authorities, and/or other related authorities as required by and related to the construction, maintenance, development, and operation of the License, License Area, and Facilities under State, Federal, and/or Local law and regulation.
- 8. <u>No Unreasonable Interference with District Operations and/or Facilities.</u> Licensee's use of the License Area, in any manner, is not permitted, allowed, and/or authorized to unreasonably interfere with District Operations and/or Facilities.

- 9. <u>No Warranty of Title--License Subject to Existing Rights of Others.</u> District makes no warranty of title whatever. The rights of Licensee hereunder are subject to all existing rights of others with respect to the Property and License Area, whether of record or not.
- 10. <u>Termination--Term.</u> 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 17. 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.**
- 11. Access. Licensee shall be entitled to a right of access therefor, on, over, and under the Property and License Area, and also ingress thereto and egress therefrom, provided such access, ingress, and egress does not interfere with any of the rights of the District or unreasonably interfere with the District's business operations and/or functions.
- 12. <u>Maintenance and Repair.</u> Licensee shall, at its sole cost and expense, perform any and all maintenance, repair, and/or service with respect to the License Area and the Facilities in order to maintain the License Area and Facilities in good condition and repair, and shall, at all times, keep the License Area and the Facilities in compliance with all applicable State, Federal, and/or Local laws, rules, ordinances, and/or regulations, including, without limitation, with respect to all laws, rules, ordinances, and/or regulations relating to hazardous substances and environmental protection in any manner.
- 13. <u>Insurance.</u> 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.
- 14. <u>Indemnification.</u> (1) Licensee shall use the Property, License Area, and other authorized 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 Property or District facilities or any other improvement or personal property on or surrounding the License Area, it shall promptly pay to the District 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 License Area, District's Property, and/or 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 License Area, District's Property, and/or District's right-of-way.

- 15. <u>Taxes.</u> 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.
- 16. <u>Quitclaim and Restoration of the Premises.</u> 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, if applicable, within thirty (180) days thereafter, 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.

- 17. <u>Default by Licensee.</u> 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.
- 18. 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.
- 19. <u>Assignments.</u> 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.

- 20. <u>District Cost Reimbursement.</u> 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.
- 21. <u>Special Provisions and Exhibits.</u> 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 \$2,500 payable to North Kern Water Storage District is to accompany the properly executed License Agreement to cover costs and legal fees.

- 22. <u>Modification or Amendment.</u> Any modifications and/or amendments to this License shall be in writing and executed by both Parties prior to being deemed effective.
- 23. <u>Severability.</u> Any terms, provisions, and/or conditions set forth herein that are determined to be unenforceable or invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this License, shall be severed from this License and have no effect on the remainder of this Agreement. All remaining terms, provisions, and/or conditions not severed shall remain in full force and effect.
- 24. <u>Successors and Assigns.</u> The terms, provisions, and/or conditions set forth herein shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land.

[SIGNATURES ON NEXT PAGE]

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

NORTH KERN WATER STORAGE DISTRICT

Ву		
	President	
_		
Ву		
70.7	Secretary	

Address:

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

SHAFTER -WASCO IRRIGATION DISTRICT

Dana S. Munn General Manager

Address: 16294 Central Valley Hwy Wasco California 93280

(SEAL)

ALL SÍGNATURES 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 September 12, 2019 before n	ne, Hearthan M. Mulams, Mother Tubuc (insert name and title of the officer)
subscribed to the within instrument and ackr his/her/their authorized capacity(ies), and th	ry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY und paragraph is true and correct.	er the laws of the State of California that the foregoing
WITNESS my hand and official seal. Signature	HEATHER M. WILLIAMS Comm. #2265719 Notary Public · California Kern County Comm. Expires Nov 3, 2022 (Seal)

EXHIBIT A

EXHIBIT B

NORTH KERN WATER STORAGE DISTRCT Board Meeting

Agenda Item 6C

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

September 17, 2019

TO: ENGINEERING COMMITTEE

Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Ram Venkatesan

RE: Approve Task Order for an Emergency Project at the Calloway-CVC Burlington

North Santa Fe Railroad Crossing

RECOMMENDED MOTION:

"Authorize the General Manager to execute a Task Order with Kleinfelder for emergency Project at the Calloway-CVC Burlington North Santa Fe Railroad Crossing Location in an amount not-to-exceed \$66,200."

DISCUSSION:

As indicated at prior Board meetings, on May 23, 2019, a hole was discovered below the Burlington North Santa Fe's ("BNSF") southern track which is about fifteen feet above the District's Calloway-CVC intertie pipeline crossing. Staff did a preliminary inspection of the hole and found no evidence of a leak from the District's intertie pipeline. BNSF staff performed remedial work under the tracks and released the tracks for normal speed on or about July, 25 2019.

At the June 18, 2019 meeting, the Board approved a resolution waiving competitive bidding requirements for engaging professional consultants to provide further investigation on an emergency basis. Staff requested a proposal from Kleinfelder (Exhibit "A") to perform a geophysical survey to detect additional potential voids above the Calloway-CVC intertie pipeline. The proposal includes two phases: Phase I will focus on review of the background information and a site visit to observe site conditions and Phase 2 includes the geophysical survey and possible subsurface investigation.

Staff recommends Board approval for the General Manager to execute a Task Order with Kleinfelder for emergency Project at the Calloway-CVC Burlington North Santa Fe Railroad Crossing Location in an amount not-to-exceed \$66,200.

Attachments:

Exhibit "A" – Task Order from Kleinfelder



September 4, 2019

Kleinfelder Project No.: MW200567.001P

Ram Venkatesan, PE District Engineer North Kern Water Storage District 33380 Cawelo Avenue Bakersfield. CA 93308.

SUBJECT: Proposal for Geotechnical Services

Calloway Intertie Canal – BNSF Railroad Crossing

Confidential Attorney Client/Attorney Work Product Privilege

Bakersfield, California

Dear Mr. Venkatesan:

Kleinfelder is pleased to present this proposal to the North Kern Water Storage District (District) to provide geotechnical investigation services for the Calloway Intertie Canal – BNSF Railroad Crossing in Bakersfield, California. We have based our proposal on the District Scope of Work re Soil Stabilization document received July 31, 2019 and subsequent teleconference calls regarding the project. Included in this proposal are our understanding the project and key issues, our detailed scope of work addressing the key issues, and our fee estimate.

PROJECT UNDERSTANDING

Based on information provided on the project we understand that in 2014 a new canal was constructed that crossed the BNSF railway using jack and bore trenchless methods to install twin 10-foot diameter reinforced concrete pipes (RCP). The crossing included two approximate 12-foot diameter jack and bore tunnels approximately 10 to 16 feet below the ground surface and the railroad right-of-way. We understand in May 2019 a sinkhole surfaced at the BNSF railroad crossing. The void extended approximately 6 feet below the rails and was subsequently filled. The District expressed concern about other possible voids beneath the railroad tracks that could exist over and above the pipes.

The District has requested a geotechnical investigation to explore the soil conditions and possible voids between the tunnel portals and beneath the BNSF right of way. Our proposed scope of services to explore the site is presented below.

SCOPE OF SERVICES

Our scope of work will be performed in two phases. The first phase will include a review of all documents provided by the District pertaining to the site and a site visit to observe site conditions and further refine a phase 2 exploration program. The second phase will include a geophysical survey and a possible subsurface exploration program. A more detailed scope of work is presented below.

PHASE 1

Task 1 - Project Setup and Background Review

We plan to begin our investigation by reviewing all documents provided by the District pertaining to the site and project. This will include previous geotechnical reports for the project, project plans and specifications, as-built drawings, inspectors daily reports during construction, grout logs and information, monthly construction reports, submittals and photographs documenting construction and the recent distress. We will also review available and pertinent geologic reports for the area.

Task 2 - Site Visit

Following our literature review we plan to visit the site to observe site conditions in the area of the BNSF railroad crossing and area of past distress. During our site visit we will also evaluate site conditions for equipment access for later exploration phases.

Task 3 - Preliminary Evaluation and Investigation Plan

In this task we will present a preliminary assessment of the distress and prepare an investigation plan based on the results of the background review and site visit. For planning purposes, we have prepared a preliminary investigation plan based on a geophysical survey and subsurface investigation. The preliminary investigation plan will be confirmed or refined following the preliminary evaluation.

We have also included time for project management and conference calls during the Phase 1 scope of services.

PHASE 2

Task 4

The safety of our employees and subcontractors is of paramount importance to Kleinfelder. Kleinfelder uses the Loss Prevention System (LPS) to identify jobsite hazards, and to monitor and maintain safe work practices on a regular basis. Prior to field exploration, we will prepare a project specific health and safety plan (HASP) and perform jobsite safety assessments at each work location along with tailgate safety meetings. Our personnel will conform to all BNSF right-of-way safety requirements and safety training as appropriate.

Access and permits for borehole drilling within BNSF Railroad for right-of-way access are to be provided by the District and are not included in our scope of services.

Task 4 – Field Investigation

Health and Safety Plan

The safety of our employees and subcontractors is of paramount importance to Kleinfelder. Kleinfelder uses the Loss Prevention System (LPS) to identify jobsite hazards, and to monitor and maintain safe work practices on a regular basis. Prior to field exploration, we will prepare a project

specific health and safety plan (HASP) and perform jobsite safety assessments at each work location along with tailgate safety meetings.

We assume BNSF Safety Training will be required for all field activities. We have budgeted for a 2-hour online safety training for our geophysical and CPT field crews. If a flagman is required, we assume that such personnel would be provided by BNSF.

Geophysical Survey

Our initial field investigation will consist of a geophysical survey to explore for the possibility of subsurface voids beneath the rail line area.

Our geophysical subcontractor will conduct a two-day, geophysical field investigation using ground-penetrating radar and seismic shear-wave velocity profiling. The two-dimensional GPR and seismic profiling will be conducted on both sides of the rail lines along a series of survey lines paralleling the rail lines. The recording parameters for this profiling will be set up to investigate subsurface conditions above the water tunnel crossing beneath the rail lines and between the two portal areas. The GPR profiles will be evaluated for anomalous, higher-amplitude reflections indicating a sizable void area in the subsurface and possible down-dropped reflections from soil horizons indicating subsurface subsidence. The seismic shear-wave velocity profiles will be evaluated for anomalous lower-velocity areas indicating possible voids and lower-density conditions. In addition, the seismic field records will also undergo analysis to detect evidence of back-scattered surface waves from the deeper water tunnel and a possible larger void space above this tunnel envelope.

The GPR profiling will be conducted using lower-frequency 200 and 80-MHz radar antennas for deeper (approximately 2 to 15-foot) subsurface imaging. We anticipate that the GPR profiling can be conducted along 2 to 4 survey lines set up on each side of the rail lines and one additional survey line positioned on the tracks between the rail lines.

The seismic shear-wave velocity profiling will be conducted using the multi-channel analysis of surface waves (MASW) method using a 20-pound sledge hammer as the energy source. We anticipate that two paralleling seismic survey lines can be set up with 60 geophone channels on each side of the tracks.

The GPR and seismic profiles will be evaluated to locate possible anomalous, void areas for further investigation using boreholes or cone-penetrometer testing. However, if compelling evidence of no anomalous subsurface conditions is observed on these profiles the client may decide on no further investigation.

Cone Penetrometer Testing (CPT)

Based on the results of the geophysical survey, we may recommend additional subsurface investigation using Cone Penetrometer Tests (CPTs). CPT is a method of used to determine the geotechnical engineering properties of soils and delineating soil stratigraphy. CPTs will penetrate to the springline depth of the tunnels (approx. 25 feet). The test method consists of pushing an instrumented cone, with the tip facing down, into the ground at a controlled rate (controlled. In addition to evaluating soil stratigraphy CPT testing can also be used to detect or confirm subsurface voids. If potential void areas are detected during the geophysical survey, CPT methods are an economical method to confirm the location and extent of the voids.

Task 5 – Engineering Analysis and Geotechnical Report

Engineering analyses will be performed based on the field data collected including an assessment of the location and extent of subsurface voids, if any. A Geotechnical Report will be prepared summarizing the results of our literature review and field investigation. The report will include the results of our analyses as well as any conclusions and recommendations to be used for the project. We anticipate our geotechnical report will include the following:

- A description of the proposed project including a site vicinity map and a site plan showing the locations of the field explorations and results of findings in plan view;
- Results of the literature review;
- Geophysical results;
- CPT results;
- Discussion of general subsurface conditions as encountered in our field exploration;
- Mitigation recommendations if needed for void filling and site remediation.

Geophysical and CPT test results will be presented in appendices. A draft geotechnical report will be provided electronically as soon as practical following the field investigation. A final report will be submitted following review comments from the District.

Task6 - Project Management and Meetings

We have budgeted time for overall management of our staff and communication with you and your team during the course of our investigation and report preparation. We anticipate to conference calls to discuss preliminary and final evaluation results. If additional meetings become necessary, they will be considered beyond the scope of services outlined herein and will be billed on a time-and-materials basis.

ASSUMPTIONS

The following assumptions were made in preparing this proposal:

- Site access and right-of-entry for all site activities will be coordinated and provided by the North Kern Water Storage District. If possible, we request a representative with knowledge of site access be made available during site reconnaissance.
- No delays due to site access and weather.
- Geophysical field activities will require a maximum of 2 days to complete.
- CPT field activities will require a maximum of 2 days to complete.
- The site is readily accessible by truck-mounted CPT equipment.
- Field activities will be completed during regular business hours.
- Davis-Bacon or prevailing wage requirements do not apply.
- BNSF safety training is assumed to be performed on-line.
- No environmental restrictions to performing the proposed investigations at the site. Any
 impacts due to environmental restrictions or requirements are outside of our indicated
 scope of work and estimated price and are subject to a change order and modification to

our estimated schedule.

- Utility locating will be performed by USA and on-site representatives coordinated by the North Kern Water Storage District. No private utility locating services have been included in our pricing. Disruption, damage, and repairs to unmarked utilities or buried structures will be the responsibility of the District.
- Kleinfelder assumes that all field investigation work will be performed in standard Level D
 personal protective equipment (PPE). The budget does not include costs or surcharges
 for encountering hazardous subsurface materials requiring an upgrade in PPE or workspace monitoring.

FEES

Our fee for the scope of work outlined above will be billed on a not to exceed time and materials basis. A breakdown of our fee estimate is presented in the table below.

TASK	BREAKOUT	FEE
PHASE 1		
TASK 1 - Project Setup and Background Review		\$6,400.00
TASK 2 - Site Visit		\$5,200.00
TASK 3 - Preliminary Evaluation and Investigation Plan		\$4,900.00
PHASE 2		
TASK 4 - Field Investigation		\$34,700.00
HASP and USA	\$1,400.00	
Geophysical Testing	\$19,150.00	
CPT	\$14,150.00	
TASK 5 - Analysis and Geotechnical Report		\$10,920.00
TASK 6 _ Project Management and Meetings		\$3,900.00
TOTAL		\$66,200.00

If during the course of the project, events or conditions arise that could potentially affect the project schedule and/or budget, we will promptly notify you.

AUTHORIZATION

We anticipate authorization for Phase and Phase 2 separately. If the North Kern Water Storage District is in agreement with our proposed scope and fee, please authorize a task order for the Phase 1 work. If there is a need for any change in the scope of services described in this proposal, please contact us immediately. Changes may require revision of the proposed fee which will be communicated to you upon assessment of the requested changes.

All information gathered during the study by Kleinfelder is considered confidential and will be released only upon written authorization of the client or as required by law.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under

MW200568.001P/RIV19P100637 © 2019 Kleinfelder Page 5 of 6

September 4, 2019 www.kleinfelder.com similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies will yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. More extensive studies could be performed to reduce these uncertainties.

CLOSING

We thank you for the opportunity to provide Kleinfelder's professional services and look forward to working with you on this project. If you have any questions, please contact the undersigned at (951) 801-3681.

Sincerely,

KLEINFELDER, INC.

Richard F. Escandon, PG, CEG

Sr. Principal Engineering Geologist

Paul D. Guptill, PG, CEG

aul Instill

Sr. Principal Engineering Geologist

Cc: Daniel Root, Attorney, Young Wooldridge

NORTH KERN WATER STORAGE DISTRCT Board Meeting

Agenda Item 6D

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

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

August 20, 2019

TO: ENGINEERING COMMITTEE

Directors Mendes and Andrew, Alternate Ackerknecht

FROM: Richard Diamond and Ram Venkatesan

RE: Approve Agreement for Use of Recharge Facility

RECOMMENDED MOTION:

"Subject to changes approved by District counsel and the General Manager, authorize the General Manager to execute an agreement with AgReserves, Inc. that provides for the District's use of a recharge facility developed by AgReserves, and authorize the filing of a CEQA Notice of Exemption to support the Board's action".

DISCUSSION:

As the Board is aware, in parallel with work to prepare the EIR for the Expanded Water Banking project, staff has been in discussions with District landowners to determine their potential interest in working cooperatively with the District on the development of additional proposed recharge capacity (i.e., developing recharge on landowner's property). The project envisions the expansion of District groundwater recharge capacity by 200 cfs, which would require approximately 800 acres of additional land for recharge (not considering the use of subsurface recharge).

Due to the very wet conditions and abundant water supplies in 2017 and again this year, the District entered into (temporary recharge) agreements to use several landowner properties to increase the District's capacity to recharge water. Among the properties used for temporary recharge was a 176 acre parcel owned by Suburban Land Reserve adjacent to the Calloway Canal (see map attached to Exhibit "A")(AgReserves/South Valley Farms is acting as the agent on behalf of Suburban). The District's use of this property this year was based on an "option agreement" approved by the Board in October 2018. Importantly, the option agreement also "preserved" the District's ability to develop the property for recharge pending completion of the water banking expansion EIR. This was predicated on the District's previous technical site evaluation of the property (soil borings, surveying, grading plan) that indicated that the property had very good recharge potential, and concerns that delays might impact the landowner's interest in developing a longer term recharge project with the District.

Engineering Committee Approve Agreement for Use of Recharge Facility September 17, 2019 Page 2 of 2

Although the option agreement does not expire until the end of the year, since it has been clear for some time that the water banking EIR will not be completed this year and the landowner's concerns regarding delays remain, the District and AgReserves have discussed alternative approaches for the longer term use of the property for recharge. A term sheet for an alternative approach was previously developed (the term sheet closely matches the District's expanded recharge concept proposal sent to landowners last year) and the attached draft "Agreement for Use of Recharge Facility" ("Agreement"; Exhibit "A") is based on that term sheet. Note that the items shown in "redline" in the draft Agreement are still being discussed among the parties.

To support the Board's review of the Agreement, GEI Consultants has provided a draft Technical Memorandum that provides a preliminary ranking of the 15 potential recharge sites (including three subsurface sites) identified through discussions with landowners (Exhibit "B"). Based on this high-level/screening/no field work review, the AgReserves site is the highest ranked site due primarily to its up-gradient location with respect to groundwater flow and its proximity and down-gradient location with respect to the Calloway Canal (i.e., no pumping is necessary). This determination aligns with the previous field work conducted on the property.

Finally, attached as Exhibit "C" is a proposed CEQA Notice of Exemption to support the recommended action by the Board.

Attachments:

Exhibit "A": Draft Agreement for Use of Recharge Facility

Exhibit "B": GEI Consultants Technical Memorandum – Initial Ranking of Potential

Recharge Expansion Sites

Exhibit "C": Notice of Exemption

Exhibit "A"

AGREEMENT FOR

USE OF RECHARGE FACILITY

THIS AGREEMENT FOR USE OF RECHARGE FACILITY (the "Agreement") is entered into as of the ___ day of September, 2019 (the "Effective Date"), by and between AgRESERVES, INC., a Utah corporation, doing business as SOUTH VALLEY FARMS ("ARI"), and NORTH KERN WATER STORAGE DISTRICT, a water storage district organized and existing under Division 14 of the Water Code ("District"), sometimes referred to herein collectively as "Parties," and individually as a "Party." ARI and District hereby agree as follows:

1. Base Use Terms.

(a)	Recharge Facility Area	APN: 536-010-20, 22, 23, and 24; and a portion of 536-010-18 and 19 Total Acres:176 County: Kern State: California
(b)	Term	Number of years: Ten (10) Commencement Date: January 1, 2020 or upon written notice by ARI to District that construction is completed and the Recharge Facility Area is capable of receiving water for recharge, whichever is later. Expiration Date: December 31, 2029
(c)	Use Fees	 (i) An amount equal to the final construction cost for the Recharge Basin(s) constructed by ARI on the Recharge Facility Area (the "Reservation Fee"); (ii) \$250 per acre of the Recharge Facility Area (the "Annual Fee"), which will be adjusted annually according to Consumer Price Index, All Urban Consumers, All Items Index, Western Cities with populations between 50,000 and 1,500,000 (the "CPI-U") If publication of this index ceases or if the basis for such index is substantially modified, the Parties shall mutually agree on an alternative equivalent index and (iii) Annual waiver of District's base water service charges that would otherwise be imposed against the Recharge –Facility Area (the "Annual Waiver").
(d)	Payment Terms	In addition to the Annual Waiver, District shall pay the Use Fees as follows: (i) The Reservation Fee in a single lump sum on or before April 30, 2020; and (ii) The Annual Fee on or before January 31 of each year during the Term.
(e)	Permitted Use	Delivery of water to and spreading of that water using the Recharge Basin(s).
(f)	ARI's Notice Address	South Valley Farms Attn: Todd Turley, Land & Govt. Affairs Manager 15443 Beech Ave. Wasco, CA 93280 Tel.: (661) 391-9000 Email: tturley@agreserves.com
(g)	District's Notice Address	North Kern Water Storage District Attn: General Manager 33380 Cawelo Avenue

		Bakersfield, CA 93308Tel.: (661) 393-2696					
		Email: nkwsd.com					
(h)	Insurance	Class of Insurance	Required Amount				
		Commercial General Liability	\$2,000,000				
		Commercial Automotive Liability	\$1,000,000				
		Worker's Compensation/Employer's Liability	As required by Laws				
		Bodily Injury by Accident (each accident)	\$1,000,000				
		Bodily Injury by Disease (Policy limit)	\$1,000,000				
		Bodily Injury by Disease (each employee) \$1,000,000					
(i)	Recharge	One or more <u>areasfacilities</u> for recharge of water designed and constructed by ARI					
	Basin(s)	within the Recharge Facility Area to enable storage of water in the groundwater					
		aquifer.					
(j)	Groundwater	A credit toward ARI's water banking account maintained by District equal to: (1)					
	Banking Credits	1.5 acre feet per acre of the Recharge Facility Area [1.5 AF x 176 acres] per year of					
		the Term as compensation for fallowing the Recharge Facility Area; and (2)					
		anticipated average of 1.5 acre feet per acre of the Recharge Facility Area per year					
		of the Term credited from the District's overall annual recharge (actual quantities					
		will be calculated based on 0.27% of the total quantity of water recharged through					
		the District's "recharge system" – both existing and newly developed recharge					
		lands – per 100 acres of new direct recharge land developed).					

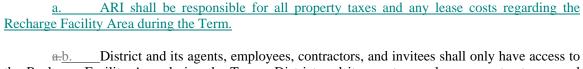
2. Grant of Use; Priorities. Subject to the terms and conditions set forth herein, ARI hereby grants District, and District hereby accepts from ARI, a first priority right to use the Recharge Facility Area, which is composed of the approximate acreage located in the County and State set forth above in Section 1(a), more particularly described in the attached Exhibit A, solely for the Permitted Use set forth above in Section 1(e). District shall use and operate the Recharge Facility Area and Recharge Basin(s) in the same manner as District uses like facilities of its own. ARI reserves a second priority right to use the Recharge Facility Area for the same Permitted Use. District and ARI shall, in good faith, provide each other with as much notice as possible under the circumstances to coordinate and schedule their respective first and second priority rights.

3. *Term*.

- a. <u>Term.</u> The Term of this Agreement shall be for the period set forth above in Section 1(b). ARI <u>and District</u> may, in its sole and absolute discretion, <u>mutually agree to</u> extend the Term. for additional periods of between one and five years each by giving District notice of the subject extension at least 90 days before expiration of the then current Term. Upon termination of this Agreement, if ARI <u>believes</u>determines in its reasonable discretion that the Recharge Facility Area, or any portion thereof, will be farmed for at least the two years immediately following termination, then District <u>must shall immediately promptly</u> return the Recharge Facility Area to ARI in a condition suitable to-<u>for</u> farming by leveling the dirt berms and spreading such dirt to restore the Recharge Facility Area to its prior grade that matches the grade of -adjacent fields.
 - i. <u>Survival</u>. When the Term ends, all rights and duties of ARI and District toward each other pursuant to this Agreement shall cease, except Section 6 (Risk; Release); Section 9 (Hazardous Substances); Section 12 (Indemnification); Section 13 (Property Damage); and Section 15 (Miscellaneous).
- 4. *Use Fees; Credits*. District agrees to pay the Use Fees and provide the Annual Waiver set forth above in Section 1(c) according to the Payment Terms set forth above in Section 1(d). ARI shall consult with and provide District with its best, good faith estimation of the Reservation Fee prior to construction of the Recharge Basin(s) and if District determines in its reasonable discretion that the estimated cost is impractical

then the Parties will meet and confer prior to ARI commencing construction. and ARI shall keep District reasonably apprised during the construction process of any foreseeable deviations in the estimation. District shall provide the Annual Waiver at the time of billing the annual water service charges that would otherwise be due absent the Annual Waiver. If full payment is not received by ARI by the date(s) set forth above in Section 1(d), then a late-payment charge equal to five percent (5%) shall be paid by District on all amounts due but not received by ARI on or before the due date. In addition, any payment not received by ARI within ten (10) days from the due date shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed under applicable laws, whichever is lower. Additionally, District shall, on each anniversary of this Agreement, credit ARI with the Groundwater Banking Credits set forth above in Section 1(j).

5. Access.



he-b. District and its agents, employees, contractors, and invitees shall only have access to the Recharge Facility Area during the Term. District and its agents, employees, contractors, , and invitees shall not use the Recharge Facility Area at any other time, or for any other purpose or use, without ARI's prior written consent. District shall not permit anyone other than District's agents, employees, contractors, or invitees to use the Recharge Facility Area without ARI's prior written consent.

b-c. District is hereby granted a limited license on, over, and across ARI's or its affiliates' property for the sole purpose of accessing the Recharge Facility Area. ARI shall instruct District as to acceptable routes of and procedures for access, and District agrees to comply with any such instructions. District acknowledges and agrees that ARI shall have no obligation to improve, maintain, or repair any roads for use by District.

e.d. Should any fences or gates by erected by ARI on or around the Recharge Facility Area during the Term, the District shall immediately close and securely fasten gates or gaps in fences which are opened by District, as well as any other gates or gaps proximate to a public thoroughfare and for which stray livestock may present a possibility of injury to passersby. District shall not tamper with, alter, or modify any fences, control equipment, or devices, without the prior written consent of ARI.

- 6. *Risk; Release.* District and its agents, employees, contractors, and invitees shall enter upon and use the Recharge Facility Area at their sole risk and hazard, and ARI and its respective members, shareholders, officers, directors, managers, agents, employees, independent contractors, consultants, affiliates, subsidiaries, partners, lessees, successors, and assigns (collectively the "ARI Parties") shall not be liable in any way for the safety or security of District and its agents, employees, contractors, and invitees, any property left, stationed, or placed within the Recharge Facility Area, or any use of, or access to, ARI's property or the Recharge Facility Area by or at the direction of District or its agents, employees, contractors, and invitees. District hereby releases ARI Parties from any claims relating to, or arising from, the condition, entry upon, and/or use by District or its agents, employees, contractors, and invitees of ARI's property, inclusive of the Recharge Facility Area.
- 7. Condition of the Recharge Facility Area; Water Wells. ARI and District acknowledge and agree that ARI has made no warranties or guaranties regarding the quantity, quality, or condition of the Recharge Facility Area. Further, ARI's property, inclusive of the Recharge Facility Area, and all aspects thereof is provided to District without any alteration in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both patent and latent defects, the existence of hazardous materials, if any, and any other licenses, rights, or other encumbrances now or hereafter affecting ARI's property, inclusive of the Recharge Facility Area. District

hereby waives all warranties and guaranties regarding title, condition, size, dimension, height (including any restriction or limitations thereof), location, and use of ARI's property, inclusive of the Recharge Facility Area, and any warranties of merchantability or fitness for a particular purpose, including, without limitation, the fitness or ability of ARI's property, inclusive of the Recharge Facility Area to facilitate in any manner whatsoever, District's exercise of rights under this Agreement. District further acknowledges the existence of three operational water wells within the Recharge Facility Area, which (a) are not included as part the Permitted Use, and (b) are subject to District's indemnification obligations under paragraph 12 below.

- 8. Maintenance and Repair Obligations. District shall make no material alterations to the Recharge Facility Area without the prior written consent of ARI. Further, District acknowledges that District, at its sole cost and expense, shall maintain the Recharge Basin(s) and promptly make any needed repairs to the Recharge Facility Area, or any improvements thereto, to achieve the purposes of the Recharge Facility Area as contained in this Agreement and at the same or better condition as/than existed prior to any entry by District or its agents, employees, contractors, and invitees. Moreover, District acknowledges that ARI has no obligation to maintain, inspect, repair, or otherwise care for the Recharge Facility Area during the Term, and District hereby releases ARI from any obligation to maintain, inspect, repair, or otherwise care for the Recharge Facility Area during the Term. District shall keep and maintain the Recharge Facility Area in a clean and good condition and shall properly store and dispose of all garbage and refuse of District and its agents, employees, contractors, and invitees.
- 9. Hazardous Substances. With the limited exception of motor fuels, oils, and lubricants used by District's vehicles accessing the Recharge Facility Area pursuant to this Agreement, District shall not generate, store, transport, or use anything designated as a hazardous or toxic substance, waste, or material by any federal or state environmental laws ("Hazardous Substances") on ARI's property or the Recharge Facility Area. Further, District shall not permit any Hazardous Substances to be released on, in, or under ARI's property or the Recharge Facility Area. District shall immediately notify ARI of any leaking or spillage of Hazardous Substances on ARI's property or the Recharge Facility Area. District shall be exclusively liable for all cleanup and remediation costs thereof.
- 10. Conduct on ARI's Property and the Recharge Facility Area. When using the Recharge Facility Area, District and its agents, employees, contractors, and invitees shall, at all times, comply with the Conduct Guidelines, attached hereto as Exhibit B and expressly incorporated herein by this reference. District shall provide such proof of compliance with the Conduct Guidelines as may be requested by ARI from time to time.
- 11. *Insurance*. During the Term of this Agreement, District shall maintain, at its own expense, the insurance coverages and amounts as set forth in Section 1(h) and as provided in the Insurance Requirements, attached hereto as <u>Exhibit C</u> and expressly incorporated by this reference.
- 12. *Indemnification.* District hereby agrees to indemnify, defend, and hold harmless ARI, ARI Parties, and their respective members, shareholders, officers, directors, managers, agents, employees, independent contractors, consultants, affiliates, subsidiaries, lessees, successors, and assigns (collectively the "ARI Indemnitees") from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs, or liabilities of any kind, including, without limitation, attorney's fees and costs, to the extent arising out of, or connected with, any entry onto or use of ARI's property and/or the Recharge Facility Area by District or its agents, employees, contractors, and invitees, and any negligent or willful non-performance or other breach by District of any terms, conditions, provisions, duties, obligations, or representations under this Agreement.

ARI hereby agrees to indemnify, defend, and hold harmless District, and its officers, directors, managers, agents, employees, independent contractors, consultants, successors, and assigns (collectively the "District Indemnitees") from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs, or liabilities of any kind, including, without limitation, attorney's fees and costs, to the extent

arising out of, or connected with, any use of Recharge Facility Area in the exercise of 2nd priority rights by ARI or its agents, employees, contractors, licensees, and invitees, and any negligent or willful non-performance or other breach by ARI of any terms, conditions, provisions, duties, obligations, or representations under this Agreement.

- 13. Property Damage. District shall bear all risk of loss, damage, theft, misappropriation, or other casualty to all or any portion of District's and its agents', employees', contractors', and invitees' personal property located at or about the Recharge Facility Area, irrespective of the cause, unless caused by the gross negligence or willful misconduct of ARI, its agents, employees, and or contractors. In no event shall ARI be liable for damage to, or replacement or repair of, District's and its agents', employees', contractors', and invitees' personal property.
- 14. *Not a Lease.* It is hereby acknowledged, agreed, and declared by and between the Parties that it is not the intention of either ARI or District to create between them the relationship of landlord and tenant. Rather, this Agreement is intended solely to create a right during the Term on the part of the District, personal to District, to use the Recharge Facility Area in the manner described herein.

15. Miscellaneous.

- a. <u>Governing Law; Venue; Attorney's Fees.</u> This Agreement and the Parties' performance hereunder shall be governed by the laws of the State of California without regard to any applicable conflicts or choice of law provisions. The exclusive venue for any judicial action or proceeding arising out of this Agreement shall be the state or federal courts located in Kern County, California. The Parties hereby consent to the personal jurisdiction of said courts and waive any objection that venue in such courts is inconvenient. The prevailing party in any judicial action or proceeding arising out of this License shall be entitled to recover from the non-prevailing party, in addition to any other rights and remedies hereunder, at law or in equity, its reasonable costs, fees, and expenses, including attorney's fees and court costs.
- b. <u>Binding Effect</u>. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, their successors and permitted assigns.
- c. <u>Assignability</u>. District shall not sell, assign, transfer, subcontract, or delegate any rights or obligations under this Agreement without the prior written consent of ARI, which consent ARI may grant or withhold in its sole and absolute discretion. ARI may freely assign this Agreement without the consent of District.
- d. <u>Entire Agreement; Waiver; Amendment.</u> This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the Parties regarding the subject matter of this Agreement. No waiver, alteration, or modification of any provision of this Agreement will be binding unless in writing and signed by a duly authorized representative of ARI and District.
- e. <u>Headings</u>. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- f. <u>Notices</u>. Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be considered given on the earlier to occur of: (i) the date actually delivered in person to the recipients named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid. Notice may also be given by electronic mail, provided the notice is concurrently given by one of the methods above. All notices shall be given at the

addresses set forth above in Sections 1(f) and (g) or such other address as a Party may designate to the other Party through written notice.

- g. <u>Severability</u>. Notwithstanding anything to the contrary herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision of this Agreement; <u>provided</u>, <u>however</u>, that in the event the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on any of the rights of ARI, District acknowledges and agrees that ARI shall have the right to terminate this Agreement immediately, without any further liability or obligation, by providing District with written notice of termination.
- h. <u>Authority</u>. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.
- i. <u>Further Assurances</u>. District covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, District shall execute and deliver any further legal instruments and perform any acts that are, or may become, necessary to effectuate the purposes of this Agreement.
- j. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature pages, shall have the same force and effect as an original.
- k. <u>No Joint Venture or Partnership.</u> Nothing in this Agreement shall be deemed or construed to create or constitute any Party as the agent of any other Party, except as expressly provided herein, nor to create or constitute a partnership, joint venture, or other co-ownership by and between the Parties as to the rights, duties, and obligations of the Parties hereunder. The respective obligations of each Party shall be construed as separate and independent obligations of each respective Party, and shall not be deemed joint or several.
- l. <u>Compliance with Applicable Laws</u>. Each Party shall, at its own expense, comply with all applicable laws, rules, and regulations and obtain and maintain in force, at all times during the Term, all registrations, licenses, permits, and authorizations required under applicable law, rule, and regulation for such Party to perform its obligations under this Agreement.

IN WITNESS WHEREOF, ARI and District have caused this Agreement to be executed as of the Effective Date.

Agreserves, Inc. dba south valley farms north kern water storage district

By:	By:
Name:	Name:
Title:	Title:

EXHIBIT A

(Description of the Recharge Facility Area)

NOTE: The acreage and description set forth in this Exhibit A is furnished for identification purposes only and may or may not be entirely accurate and may not be used for establishing legal ownership

EXHIBIT B

(Conduct Guidelines)

- 1. Act ethically and legally in performing duties and using the Recharge Facility Area and comply with all applicable laws, ordinances, statutes, rules, and regulations applicable to District's use of the Recharge Facility Area.
- 2. Do not use or consume alcohol, marijuana, or any drugs that are illegal under state or federal law or access the Recharge Facility Area while under their influence.
 - 3. Do not damage any ditch, canal, or waterway.
 - 4. Do not take, remove, kill, or otherwise molest any livestock or wildlife.
 - 5. Do not hunt, fish, or camp or use ARI's or its affiliates' property for any recreational purpose.
 - 6. Do not cause any fires to be set, except with specific prior written consent of ARI.
 - 7. Do not permit any dogs at any time, except with specific prior written consent of ARI.
 - 8. Do not carry any firearms, explosives, crossbows, or other weapons.
 - 9. Promptly inform ARI in writing of any accidents or incidents that have occurred.

EXHIBIT C

(Insurance Requirements)

- 1. District shall, at all times during the Term of this Agreement, maintain in full force and effect the following insurance coverages:
 - a. Commercial General Liability Insurance insuring District's interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Recharge Facility Area and the ways immediately adjoining the Recharge Facility Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than the amount set forth above in Section 1(h) for total claims for any one occurrence. Coverage must be written on an occurrence-based policy form.
 - b. Workers Compensation including Employer's Liability Insurance as required by law, of not less than the amount set forth above in Section 1(h). District agrees to indemnify and hold ARI harmless from all liability and costs including attorney's and court costs relating to any workers' compensation claim.
 - c. Automobile Liability Insurance insuring any and all owned, leased, hired, or non-owned vehicles used by or for District with a "Combined Single Limit" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than the amount set forth above in Section 1(h) for total claims for any one occurrence.
- 2. On all applicable policies of insurance required above, District is obligated to name as Additional Insureds: ARI, ARI Parties, and their respective members, shareholders, officers, directors, managers, agents, employees, independent contractors, consultants, affiliates, subsidiaries, lessees, successors, and assigns (collectively the "ARI Additional Insureds"). The ARI Additional Insureds shall be included and named as additional insureds on a "primary and non-contributory" basis on each of the applicable policies of insurance required above. District shall ensure that any contract with any of its agents, employees, contractors, and invitees concerning the Recharge Facility Area shall require District's agents, employees, contractors, and invitees to indemnify and name the ARI Additional Insureds on its policies. ARI shall have the right to amend the list of ARI Additional Insureds as needed from time to time. Further, ARI and District shall fully cooperate in making claims and furnishing information to the insurer or insurers, and obtaining settlements and payments from the insurer or insurers.
- 3. All policies to be maintained by District shall be primary policies and not contributing with or as excess coverage for any insurance carried by ARI and District, District's agents, employees, contractors, and invitees, and District's insurance company shall waive all rights of subrogation against the ARI Additional Insureds.
- 4. All required insurance policies shall be procured with insurers admitted in the jurisdiction in which the Property is located and holding an A.M. Best rating of A- or better and a size rating of at least VIII (or equivalent ratings from an equivalent rating company) or with insurers that are acceptable at the discretion of ARI. Further, insurance policies shall require the insurance company to furnish ARI at least ten (10) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.
- 5. The fact that insurance coverages are required shall not prejudice in any way ARI's claim against District for total indemnity from and against any and all losses.
- 6. District shall, upon request, deliver to ARI evidence of compliance with this Section, including, but not limited to, such endorsements, certificates, or binders of insurance as shall be reasonably acceptable to ARI.

7. Notwithstanding the above, District may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law, provided that District maintains actuarially sound reserves. District shall provide ARI with a letter of self-insurance evidencing its compliance with this clause.	

Technical Memorandum



To: Richard Diamond and Ram Venkatesan, NKWSD

From: Sam Schaefer

cc: Matt Mayry, Oscar Daza, Arjun Bharadwaj

Date: September 12, 2019

Re: Initial Ranking of Potential Recharge Expansion Sites

GEI Project: 1902309 GEI Task Order: NK 19-04

Background

Scope of work

As part of its water banking expansion project, the District envisioned increasing its direct recharge capacity. In this regard, several of the District's landowners proposed specific sites for consideration. Figure 1 includes all 13 of the proposed landowner sites. Since the total number of proposed sites exceeded the District's requirements, GEI proposed to perform a high-level screening of the proposed sites based on readily available data, with the objective of limiting the number of sites for which additional study could be performed.

Objective

The objective of this study was to evaluate the proposed sites to obtain a preliminary ranking list based on unique criteria, which are discussed in detail below.

Methodology

For the purposes of this study, all criteria were given equal weightage. Each criterion had the same scoring range (1 = excellent through 6 = very poor). Upon scoring each site for each individual criterion, a summary table (Table 1) was prepared that indicated the cumulative score per site.

Criteria

Subsurface Suitability

The subsurface was evaluated at each site to identify favorable hydrogeologic conditions for recharge suitability. The following datasets were utilized for subsurface evaluation: Land IQ's Groundwater Recharge Suitability Index (Land IQ, 2019), which includes the Soil Agricultural Groundwater Banking Index (SAGBI) (O'Geen et. al., 2018); the regional extent of Corcoran Clay by USGS (Page, 1986); DWR Well Logs with subsurface lithology; estimates of recharge rates from nearby spreading basins; prevailing groundwater flow direction trends from historical contour maps; and the Hydrologic Soil Group of the National Resources Conservation Service (NRCS) Soil Survey Geographical Database (SSURGO) (NRCS, 2018).

The Groundwater Recharge Suitability Index from Land IQ (2019), is a dataset that is based on the SAGBI, the USGS Central Valley Hydrologic Model (CVHM) sediment dataset, extent of Corcoran Clay, and historical groundwater levels. It is considered useful for high-level evaluation of subsurface data for recharge suitability. As a part of the initial screening evaluation, the Land IQ index was compared with recharge suitability evaluated independently from the SAGBI, NRCS SSURGO dataset, extent of Corcoran Clay, and general subsurface lithology as collected from DWR well logs. Based on the comparison, the Land IQ (2019) index adequately represents recharge suitability; and was therefore selected as the criterion for evaluating subsurface conditions. The ratings for each site based on Land IQ's Groundwater Recharge Suitability Index are included in Table 1.

Subsurface recharge rates were also included in the rankings for suitability (Table 1). These rates were estimated based on proximity to existing spreading basins with confirmed recharge rates from historical operations and estimated recharge rates for sub-surface operations. Where spreading basins were not in proximity to sites, the Land IQ index was considered to approximate recharge.

Down-Gradient Distance to Boundary

A benefit to recharge in the District is to mitigate declining groundwater levels resulting from below average water years. The sites were evaluated in relation to the down-gradient distance to District boundaries. While all recharge potentially mitigates groundwater levels whether regional or local, the greater the areas within the district down-gradient from the site, the more beneficial the recharge is to mitigating declining groundwater levels within the District.

Down-gradient distances were estimated first by determining groundwater flow directions. Flow directions were collected from historical groundwater contour maps developed by the Kern County Water Agency and Kern Groundwater Authority. The contour maps helped develop two cross-section lines based on the historical groundwater flow. The intersection of the cross-section lines was identified as the reference edge point on the District boundary. Distances were then estimated by measuring from the midpoints of each site down-gradient to the reference edge point. These results were incorporated into the ratings for each site (Table 1).

Canal Conveyance

Conveyance facilities are critical in evaluating the feasibility of a recharge site. Accordingly, the existing District-owned conveyance facility (typically in the form of a canal or a pipeline) for each site was evaluated to understand the existing flow capacity, and the effort required to increase the conveyance to meet the delivery capacity of the recharge site in question. In this regard, the following steps were followed:

• Identified the conveyance facility for each recharge site

- Obtained the maximum conveyance capacity of each facility from the District in-lieu of the actual conveyance facility measurement. The maximum capacity was provided by the district for each facility.
- Where more than one conveyance facility was identified to deliver water to a particular site, the conveyance facility with the largest flow capacity was chosen as default to deliver water to the site.
- No canal modification was proposed for sites that had access to either the Calloway canal or the Lerdo canal, since it was assumed that both canals have enough remaining capacity to carry surplus recharge water.
- Estimated the 'proposed increase' in conveyance capacity to meet the recharge potential at each site. The dimensions of the existing conveyance facility and the 'proposed increase' to conveyance facility were estimated using open-channel flow Manning's equation assuming the best hydraulic cross-section with an average longitudinal slope of 0.005 and a side slope of 0.577.

With both, the existing conveyance flow rate and the 'proposed increase' to flow rate quantified, the difference in cross-sections of both scenarios per conveyance facility when multiplied by their respective conveyance lengths, resulted in the volume of earthwork required to increase the capacity of each conveyance facility. These results were incorporated into the ratings for each site (Table 1).

Overall Pumping Cost

The location of the site relative to the conveyance facility (up-gradient or down-gradient) along with the slope of the site is an important criterion in determining the effort required to effectively pump the water to the recharge site. Accordingly, the power (HP) required to deliver the water from the conveyance turnout to the highest point of site was estimated. This power was translated into \$/AF by estimating the AF of water recharged per site over the life of the project, and by assuming the following:

- Life of project 30 years
- Pump station would run for 24 hours a day for 3 months out of a year
- Based on historical hydrology, it was assumed that the sites would be used to maximum capacity for 3 out 10 years
- PG&E cost/kW-hr was assumed to be \$0.25

Additionally, the pump station cost for each site was estimated based on a method used by the Bureau of Reclamation published cost estimate study (USBR, 2005). This study estimated the cost of pump station per HP for the year 2005. Using RSMeans, this cost/HP was escalated to 2019 and then used to calculate the total cost per site based on the power requirement of each

site. Finally, the combined cost (pump-station cost and pumping cost) was estimated and later translated into ratings for each site in Table 1.

Recharge Site Construction Cost

The cost for constructing each recharge site was estimated based on the actual cost incurred from a recently completed recharge site. The cost per acre for construction was escalated to the year 2019, which was then used to estimate the total cost of construction for each site based on the individual total acreage. This total construction cost was translated into a \$/AF cost by using the same estimated AF of water recharged per site as the Pumping Cost criterion. For sub-surface sites, the cost/AF was assumed to be \$35/AF based on recommendation from the District. These results were incorporated into the ratings for each site (Table 1)

Slope of the Recharge Site

Since slope of the site is an important factor in determining the construction cost, efforts were made to correlate slope to the construction cost. However, this study was unable to correlate the slope to the construction cost due to lack of more than one data point. Therefore, the slope for each site was estimated based on the elevation data obtained from USGS Digital Elevation Model (DEM), and later translated into ratings for each site in Table 1.

Conclusion

As described in the methodology section, each criterion was given equal weightage and rated from 1 through 6, with 1 being the highest rating. Table 1 shows the site-wise cumulative total of all the criterion with Suburban/Agricultural Reserves site ranking 1st among all the proposed sites and followed by Premier Ag. Road Runner (sub-surface) and Premier Ag. Mustang.

Recommendation

As described in the background section, the purpose of this study was to prepare a preliminary ranking summary to be used an initial screening criterion of all the proposed sites based on best available data. As the next step, it is recommended to perform an in-depth feasibility analysis on each of the chosen sites.

References

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Table 1. Initial Ranking of Potential Recharge Expansion Sites

		Ranking Criteria						
	1	2	3	4	5	6	7	8
Site Name	Land IQ Recharge Suitability (SAGBI + CVHM + Water Level + Extent of Corcoran Clay)	Recharge Rate Ranking (1 = excellent) (6 = very poor)	Distance to Edge of District Ranking (1 = excellent) (6 = very poor)	Canal Conveyance Ranking (1 = excellent) (6 = very poor)	Pumping cost Ranking (1 = Excellent) (6 = Very Poor)	Spreading Ground Cost Ranking (1 = Excellent) (6 = Very Poor)	Site Slope Ranking (1 = Excellent) (6 = Very Poor)	Cumulative Score (lower the total = better the rating)
Suburban/Ag Reserves	2.0	1.0	1.0	1.0	1.5	1.0	3.3	10.7
PR.AG ROAD RUNNER (sub-surface)	2.0	2.4	2.4	1.0	1.0	3.6	1.0	13.4
PR.AG Mustang	2.0	1.0	1.5	1.0	3.4	1.0	6.0	15.9
DM Camp	3.0	1.6	2.2	1.0	3.4	1.3	5.2	17.7
Wonderful Subsurface 605	2.2	6.0	3.8	1.0	1.0	3.6	1.0	18.6
Farmland Mgmt 274	2.2	2.6	2.6	1.0	3.9	1.3	5.8	19.4
PR.AG ROAD RUNNER (conventional)	2.0	1.6	2.4	1.0	6.0	1.3	5.4	19.7
Pandol	3.0	4.3	4.3	1.3	1.9	2.1	3.8	20.7
Farmland Mgmt 355	3.0	3.7	5.5	1.0	1.1	2.6	4.2	21.1
Wonderful Subsurface 100	2.6	6.0	6.0	1.0	1.0	3.6	1.0	21.2
PR.AG Kern Whisler	2.5	2.7	3.9	3.5	3.1	2.1	3.5	21.3
King	3.0	2.7	3.1	1.1	4.2	3.4	4.4	21.9
PR.AG AGGIE (East)	2.8	2.7	3.6	1.0	5.6	2.1	5.3	23.1
Uppal	4.0	3.9	5.5	1.5	1,1	4.4	3.1	23.5
PR.AG AGGIE (West)	2.7	2.7	6.0	1.4	3.8	2.1	5.1	23.8
PR.AG 49er	4.5	4.0	5.5	6.0	2.4	6.0	4.0	32.4

Notes

All criteria have been weighted equally

1. Land IQ rating

1 excellent

2 good

3 moderately good

4 moderately poor

5 poor

6 very poor

2. Recharge Rate

Actual recharge rates were obtained from District's spreading ponds and used to estimate the recharge rate of nearby sites. For sites in the northwest part of the District, the recharge rate was estimated based on LandIQ data and a linear regression model of recharge from existing District spreading ponds, and later translated into ratings

3. Distance to Edge of District

Based on existing groundwater contours, the general direction of groundwater flow was estimated. Based on this direction, the distance between the centroid of each site and the edge of the District was calculated and later translated into ratings

Notes

4. Canal Conveyance Modification

Assumptions:

Canal slope = 0.005

Coefficient (n) = 0.025

Side slope = 0.577

Free Board = 1 ft

- If two canals were used to convey water to the same site, the larger canal was assumed to convey water to the site (Example, if Calloway Canal and 8-5 could both deliver water to a site, it was assumed that just the Calloway Canal would deliver all the required water to the site).
- For sites having acces to Lerdo or Calloway canals, no modification was assumed since it was assumed that both canals have adequate capacity to convey the recharge supply

5. Pumping Cost

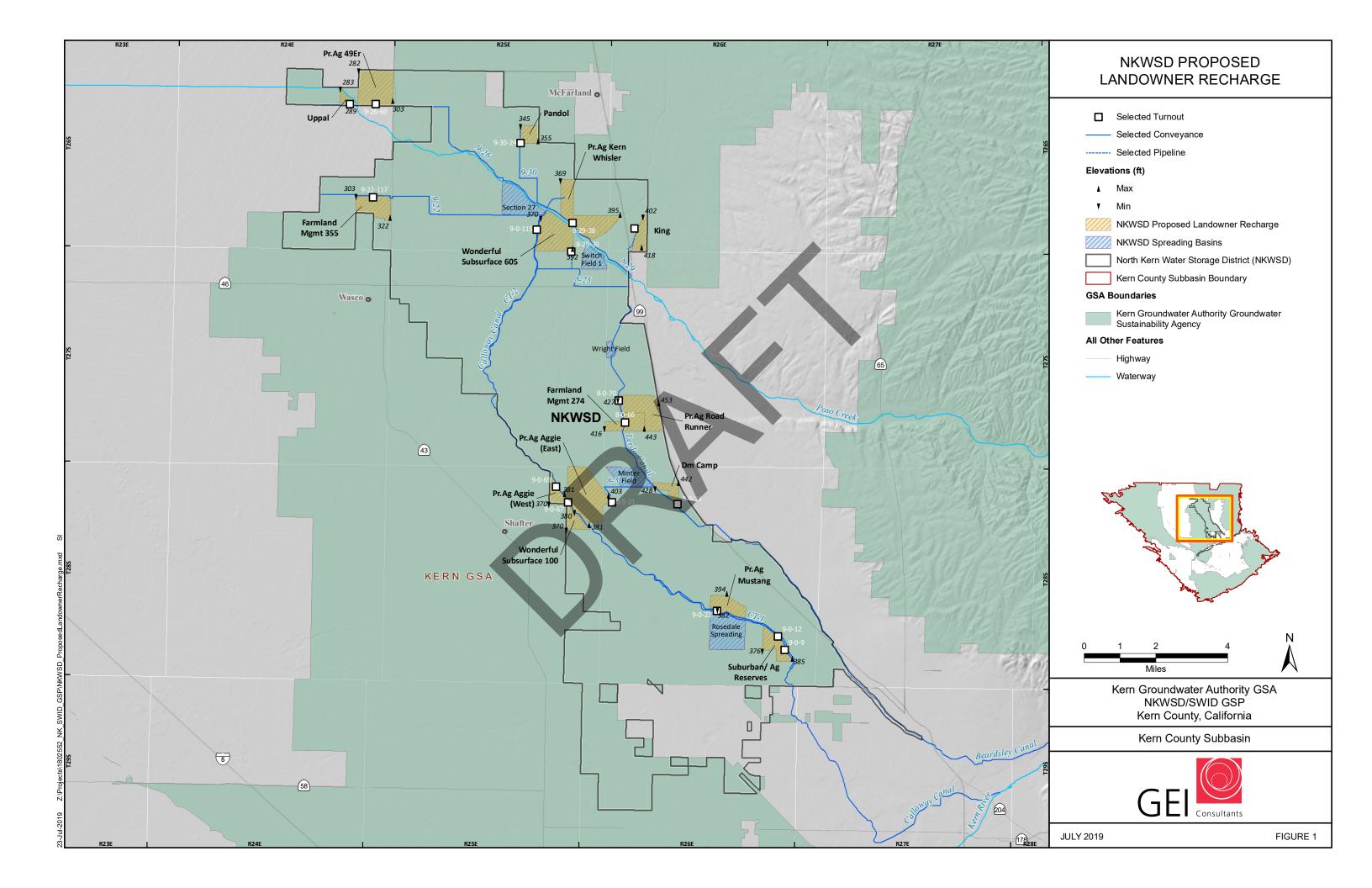
- This column includes cost associated with procuring pumps to pump water from the canal turnout to the highest point in the site
- Pumping costs were calculated per HP and averaged over the life of the project (30 years)

Assumptions:

- 1. Life of project = 30 years
- 2. Electricity cost/KWh = \$0.25

6. Spreading Ground Cost

- Estimated the total construction cost based on a recently completed project in Kern County, and scaled to each site individually
- The site slope was not factored into this estimate for now



Notice of Exemption

Appendix E

To:	Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): North Kern Water Storage Distress 33380 Cawelo Avenue				
Sacramento, CA 95812-3044 County Clerk County of: Kern		Bakersfield, CA 93308				
		(Address)				
	1115 Truxtun Avenue	(*)				
Bakersfield, CA 93301-4639						
Project Projec	one mile east of both Zerker Road and ated in Township 29S, Range 26E, Section ect Location - City: Shafter cription of Nature, Purpose and Benef District has successfully operated its correct for the correct of the proposed agreement and water basin by approximately 10%.	vithin the District apply the District's Rosedale on 2 of the Rosedale Projecticiaries of Project: onjunctive use project would increase the The project site has	proximately one mile north of 7th Standard Road ale groundwater recharge facility. The site is			
cont purp not ben	tinue to use the land for recharge for a poses as well as the District's compliand expected to increase groundwater pur efit from the project through incremen	minimum of ten yea ce with the Sustainal mping in the District. ntally higher ground	rs. This supports the District's ongoing project ole Groundwater Management Act. The project is All District landowners and water users would water levels.			
Nar	me of Public Agency Approving Projec me of Person or Agency Carrying Out	Project: North Kern	Water Storage District			
	empt Status: (check one):	,				
	☐ Ministerial (Sec. 21080(b)(1); 152	268);				
	☐ Declared Emergency (Sec. 2108	•				
	☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));				
	☐ Categorical Exemption. State type and section number:					
	■ Statutory Exemptions. State code	e number: <u>§15261(</u> a	a) Ongoing Project			
The stat 197	asons why project is exempt: District's conjunctive use project, of w	which the proposed g) the conjunctive use nds have been alloca	proundwater recharge agreement is a part, is e project was approved prior to November 23, ated over the last 60 years, and (3) the			
	nd Agency ntact Person: Richard Diamond	Area	Code/Telephone/Extension: (661) 393-2696			
lf fi	led by applicant: 1. Attach certified document of exemple. Has a Notice of Exemption been file.		ency approving the project? ☑ Yes ☐ No			
Sig	nature:	Date:	Title:			
	☑ Signed by Lead Agency ☐ S		Park Baseland (5% at CRE			

NORTH KERN WATER STORAGE DISTRCT Board Meeting

Agenda Item 7B



Sustainable Groundwater Management Act (SGMA) Status Update

September 2019

Kern Groundwater Authority (KGA)

At their August 28, 2018 meeting the KGA Board accepted for public review the KGA "Umbrella" Groundwater Sustainability Plan and "Management Area Plans" (MAP) from sixteen members. The public review period is 90 days, after which the plans will be prepared for submittal to the Department of Water Resources before the end of January 2020. As a part of the public review process KGA is sponsoring a "GSP Public Review Open House" on September 26th. Also see attached KGA Memorandum – Accomplishments and Forward Work Plan (August 28, 2019)(Exhibit "A").

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

- 1. <u>Preparation of North Kern GSP:</u> At the August 20, 2019 meeting the North Kern Board reviewed the North Kern-Shafter-Wasco ID MAP and authorized its submittal to KGA. On August 28, 2019 the MAP was accepted by the KGA Board and is available for public review.
- 2. <u>Rosedale Ranch Improvement District (RRID):</u> Within the North Kern-SWID MAP, RRID is a distinct "management area" with its own projects and management actions.

Communications

1. <u>Landowner Advisory Committee:</u> The Committee met on August 12th and is scheduled to meet on September 16.

Kern River Miller-Haggin Groundwater Group

 Certain Kern River interests are working collaboratively on developing additional information to assist their implementation of SGMA. A summary of the work efforts of this group was reviewed with the Board on July 16th.



Memorandum

To:

Kern Groundwater Authority Board of Directors

From:

Patty Poire, Planning Manager

Date:

August 28, 2019

Subject:

Accomplishments and Forward Work Plan

Accomplishments

- Continued to hold manager/GSAs meetings current discussion is the setting of minimum thresholds and measurable objectives and water budget checkbook. Began the discussion on monitoring subsidence as a basin system.
- Follow-up work with Mike Maley at Todd Groundwater on the future projection water modeling
- Meeting with State Water Board staff on the results of the efforts with the mail out letter to non-districted landowners and discussed coordinated effort to cover the entire basin
- Conference call with DWR Staff on the results of the efforts with the mail out letters to the non-districted landowners and discussed coordinated effort to cover the entire basin.
- Held several meetings with Bill Lyons, Ag Liaison to Governor Newsom to discuss SGMA issues – invited members to attend
- Conference calls with several members and their attorneys concerning the indemnification agreements with KGA legal counsel
- Worked with water districts/members to update the non-districted lands map reflecting the KGA boundary resulting from the letters mailed at the end of May
- Continue the discussion with the managers/GSA on the definition for "managed monitoring area"
- Continued the handling calls from non-districted landowners who received the KGA letter
- Had Lorelei Oviatt, Planning Director come to the managers/GSA meeting to discuss her General Plan Update and incorporating parts into the GSPs and she presented additional items that could be included in the member chapters
- Attended ACWA Agricultural and Groundwater Committee meetings
- Held the Kern SGMA Coordination Committee Meeting
- Held KGA Stakeholder meeting
- Attended KRGSA Board meeting release of their GSP
- Attended Cawelo Workshop
- Participated in the San Joaquin Valley Water Blueprint Meeting

Forward Work Plan

- Prepare the umbrella and chapters for release to the public on August 30th
- Prepare for the Open House scheduled for September 26th
- Continue the conversation with Bill Lyons, Ag Liaison to Governor Newsom on SGMA issues
- Hold regular monthly Stakeholder meetings to encourage comments
- · Worked with KGA members on updating the non-districted maps and APN lists
- Continue work with interested stakeholders in non-districted areas