



**Board of Directors**

**Scott D. Niblett**  
President

**Bo J. Bravo**  
Vice President

**David A. Wells**  
**Gary J. Morris**  
**Barry M. Jameson**  
Directors

**Greg A. Hammett**  
General Manager

**NOTICE OF THE  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS  
AUGUST 26, 2025  
5:00 P.M.  
DISTRICT BOARD ROOM**

**AGENDA**

"Pursuant to Government Code section § 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the following location: West Kern Water District, 800 Kern Street, Taft, CA."

- I. CALL TO ORDER**
- II. FLAG SALUTE**
- III. ROLL CALL/DETERMINATION OF A QUORUM**
- IV. CONFLICT OF INTEREST STATEMENTS**
- V. PUBLIC COMMENT**

Public Comment to address any subject of District business which may not be on the Agenda. Comments may be limited to three (3) minutes per person.

- VI. DISCUSSION AND APPROPRIATE ACTION REGARDING:  
APPROVAL OF AGENDA**

*The agenda is to be approved as presented, subject to review by the Board. The Board may change the order in which agenda items are discussed to accommodate scheduling or other needs of the Board, the public or meeting participants. Members of the public are encouraged to arrive at the commencement of the meeting to ensure that they are present for Board discussion of all items in which they are interested. The Board may add items to the agenda only as provided by Government Code section 54954.2.*

- VII. DISCUSSION AND APPROPRIATE ACTION REGARDING:  
APPROVAL OF MINUTES**

A. July 22, 2025 Regular Board Meeting

- VIII. CONSENT AGENDA**

*Items listed on the Consent Agenda are considered to be routine and non-controversial by staff and will be approved by one motion if no member of the Board or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the Consent Agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Board concerning the item before action is taken.*

- i. Discussion and Appropriate Action Regarding: Training Report
- ii. Discussion and Appropriate Action Regarding: Operations Review
- iii. Discussion and Appropriate Action Regarding: Cash Flow for July, 2025
- iv. Discussion and Appropriate Action Regarding: Capital Improvements Budget Comparison & Equipment Procurement
- v. Discussion and Appropriate Action Regarding: Safety Meeting and Project Report
- vi. Discussion and Appropriate Action Regarding: Position Vacancies

**IX. DISCUSSION & APPROVAL OF ITEMS PULLED FROM CONSENT AGENDA**

**X. PUBLIC HEARING**

- A. Public Hearing to consider adoption of the 2025 Groundwater Sustainability Plan (GSP) for Kern County Subbasin
  - i. Adoption of 2025 GSP for Kern County Subbasin

**XI. COMMITTEE REPORTS**

- A. **WATER RESOURCES COMMITTEE**.....08/19/25  
(Wells, Bravo)
  - 1. Discussion and Appropriate Action Regarding: Water Supply Report
  - 2. Discussion and Appropriate Action Regarding: General Manager Water Report
- B. **ADMINISTRATION COMMITTEE**.....08/18/25  
(Jameson, Bravo)
  - 1. Discussion and Appropriate Action Regarding: Third Amended Kern County Subbasin Coordination Agreement among Subbasin Sustainability Agencies
  - 2. Discussion and Appropriate Action Regarding: Fourth Amended and Restated Joint Exercise of Powers Agreement - Kern Non-Districted Lands Authority

3. Discussion and Appropriate Action Regarding:  
Resolution No 25-05 of the Board of Directors of the West Kern  
Water District Appointing an Auditor Rescinding Resolution 06-01  
*(Roll Call)*

**C. FACILITIES DEVELOPMENT COMMITTEE.....08/20/25**  
(Jameson, Niblett)

1. Discussion and Appropriate Action Regarding:  
Berry Petroleum Company, LLC  
District Agreement No. 7 & 9
2. Discussion and Appropriate Action Regarding:  
District Public Access Improvements for Parking and Path of Travel,  
Job #25-9000 - Contract with Inland Architects
3. Discussion and Appropriate Action Regarding:  
Electric Vehicle Charging Station Improvements,  
Job #25-5000 - Contract with Electrical Power Systems Inc.
4. Discussion and Appropriate Action Regarding:  
25 Hill Tank No. 2 Rehabilitation,  
Job #26-3200, Request to Seek Bids

**D. FINANCE COMMITTEE.....08/19/25**  
(Morris, Niblett)

1. Discussion and Appropriate Action Regarding:  
Accounts Payable for August, 2025

**E. PERSONNEL COMMITTEE.....08/18/25**  
(Wells, Morris)

No items to discuss.

**XII. ISSUES OF CONCERN**

- A. SEPTEMBER 2025 MEETING CALENDAR  
*Review meeting calendar*
- B. POTENTIAL ISSUES TO BE ADDRESSED AT NEXT BOARD MEETING  
*Determination of potential topics to be addressed at next meeting*
- C. BOARD OF DIRECTOR ANNOUNCEMENTS OR REPORTS  
*Directors may report on their activities during the month*
- D. GENERAL MANAGER'S REPORT  
*General Manager may give a report on current issues*
  1. Discuss Board interest in Oildorado Kick Off Meeting

- E. MANAGEMENT STAFF REPORT  
*Oral Presentation may be made*
- F. KERN NON-DISTRICTED LAND AUTHORITY  
*General Manager will report on current issues*
- G. ATTORNEY REPORT  
*Oral Presentation may be made*

**XIII. INFORMATION ITEM**

No items to discuss.

**XIV. CLOSED SESSION**

- 1. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.9(d)(1)  
Conference with Legal Counsel  
Existing Litigation: 3 Cases
  - A. *Rosedale-Rio Bravo WSD et al. v. KCWA et. al.;*  
Kern County Superior Court Case No. BCV-21-10418
  - B. *California Department of Water Resources v. All Persons Interested in  
The Matter of Authorization of Delta Conveyance Program Revenue  
Bonds;*  
Sacramento County Superior Court Case No. 25CV000704
  - C. *Amaya v. City of Taft, et. al.;*  
Kern County Superior Court Case no. BCV-24-103650
- 2. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.9(d)(4)  
Conference with Legal Counsel  
Potential Litigation: 2 Cases

**XV. ADJOURNMENT**

AMERICANS WITH DISABILITIES ACT  
(Government Code Section 54953.2)

The Boardroom of West Kern Water District is accessible to persons with disabilities. Disabled individuals who need special assistance to attend or participate in a meeting of the Board of Directors may request assistance by contacting the District at 800 Kern Street, Taft, California or by calling (661) 763-3151. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting material available in alternative formats. Requests for assistance should be made five (5) working days in advance of a meeting whenever possible.

# DRAFT

WEST KERN WATER DISTRICT  
BOARD OF DIRECTORS  
REGULAR BOARD MEETING

Minutes – Board of Directors  
Tuesday, July 22, 2025

800 Kern Street  
Taft, California

*Directors Present:* David A. Wells  
Barry M. Jameson  
Gary Morris

*Directors Absent:* Scott Niblett  
Bo Bravo

*Ex-Officio Officer:* Greg A. Hammett, General Manager/Secretary

*District Counsel:* Alex Dominguez

*Recording Secretary:* Deann Crabtree

*Staff in Attendance:* Tami Sivils, Adeana McDaniel-Furman, Taylor Miller  
Wendy Adams-Rosenberger, Troy Turley, John Stuntebeck,  
Zak Crabb and Mike Law

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I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL/DETERMINATION OF A QUORUM

President Scott Niblett called the meeting to order at 5:00 p.m. Administrative Assistant, Deann Crabtree called roll and noted Director Barry M. Jameson, Director David A. Wells and Director Gary J. Morris as present and President Scott Niblett and Vice - President Bo Bravo absent.

IV. CONFLICT OF INTEREST STATEMENTS

No conflicts to report.

V. PUBLIC COMMENT

Human Resources Administrator, Tami Sivils addressed the Board of Directors with a letter thanking West Kern Water District for generously supporting her pursuit of an executive education at UCLA School of Law.

VI. APPROVAL OF THE AGENDA

*Upon Motion by Director Wells, Seconded  
By Director Morris and Carried Unanimously  
With 3 Ayes, 0 Noes  
To approve the July 22, 2025  
Regular Board Meeting Agenda.*

**VII. DISCUSSION AND APPROPRIATE ACTION REGARDING:  
APPROVAL OF MINUTES**

A. June 24, 2025 Regular Board Meeting

*Upon Motion by Director Morris, Seconded  
By Director Wells and Carried Unanimously  
With 3 Ayes, 0 Noes  
To approve the Minutes of the  
June 24, 2025 Regular Board Meeting.*

**VIII. APPROVAL OF CONSENT AGENDA**

**IX. CONSENT AGENDA ITEMS**

**i. Discussion and Appropriate Action Regarding:  
Training Report**

**RECOMMENDATION: Information Only.**

**ii. Discussion and Appropriate Action Regarding:  
Operations Department Review**

**RECOMMENDATION: Information Only.**

**iii. Discussion and Appropriate Action Regarding:  
Cash Flow for June 2025**

**RECOMMENDATION: Information Only.**

**iv. Discussion and Appropriate Action Regarding:  
Capital Improvement Budget Comparison and Equipment Procurement**

**RECOMMENDATION: Information Only.**

**v. Discussion and Appropriate Action Regarding:  
Safety Meeting & Project Report**

**vi. Discussion and Appropriate Action Regarding:  
Position Vacancies**

**X. DISCUSSION & APPROVAL OF ITEMS PULLED FROM CONSENT AGENDA**

*Upon Motion by Director Wells, Seconded  
By Director Morris and Carried Unanimously  
With 3 Ayes, 0 Noes  
To approve Consent Items i-vi of the  
June 24, 2025 Regular Board Agenda.*

XI. COMMITTEE REPORTS

A. WATER RESOURCES COMMITTEE  
(Wells, Bravo)

1. Discussion and Appropriate Action Regarding:  
Water Supply Report

Regulatory Administrator, Wendy Adams-Rosenberger, reviewed the current Water Supply Report with Directors and staff.

2. Discussion and Appropriate Action Regarding:  
General Manager Water Report

General Manager, Greg A. Hammett reviewed the Northern Sierra Precipitation report, state reservoir conditions and various hydrology reports with the board, the General Manager also reported on the Delta Conveyance Project.

3. Discussion and Appropriate Action Regarding:  
Fourth Amended and Restated Joint Exercise of Powers Agreement-  
Kern Non-Districted Lands Authority

General Manager, Greg A. Hammett reported this item would be tabled until the August Regular Board Meeting.

B. ADMINISTRATION COMMITTEE  
(Jameson, Bravo)

1. Discussion and Appropriate Action Regarding:  
Authorize Executing Contract Amendment with Rincon  
and Woodard & Curran for On-Going GSP Support

General Manager, Greg A. Hammett reported due to unforeseen delays in technical coordination with State Water Resources Control Board (SWRCB) staff, the addition of new tasks and meetings, multiple rounds of QA/QC, fragmented drafting and review process, and compression of the production schedule, Rincon has requested an amendment to support Draft Final and Final Plan production by July 31, 2025 and preparation for the September 17, 2025 SWRCB Public Hearing in the amount of \$59,497. The scope of work to support the next three months of professional service includes:

- Continuing support for anticipated Managers, Policy, TWG, and SWRCB coordination meetings.
- Ensuring all Kern Subbasin documents for the 2025 Plan production are managed successfully.

- Review Final 2025 Plan and compile one round of PDF packaging of Plan sections and appendices
- Preparing for the tentatively scheduled September 17, 2025 SWRCB public hearing.
- Coordination with Technical Working Group (TWG) members on Final Plan development, including deferred revisions from Draft Plan Production and additional revision needs
- Oversee multiple rounds of final QA/QC on the Final 2025 Plan
- Provide Kern County Subbasin Plan Manager Support and serve as the subbasin point-of-contact.

The General Manager further reported Woodard & Curran was asked by the subbasin to assist with quality assurance and quality control (QAQC) of the GSP material for the draft delivered in June of 2025 and final Amended 2025 GSP to the State Water Resources Control Board (SWRCB) before the SWRCB continuation hearing scheduled for September 17, 2025. This task includes working under the direction of Rincon to assist in final review, quality control, and production of the Draft and Final Amended 2025 Kern Subbasin GSP for a cost not-to-exceed \$33,000. The District's share for both amendments (\$59,497 + \$33,000 = \$92,497) is approximately \$4,200. These contract amendments will provide adequate budget for support through September 30, 2025. The amendments have been reviewed by the subbasin GSAs and are recommended for approval.

***Upon Motion by Director Morris, Seconded  
By Director Wells and Carried Unanimously  
By a Roll Call Vote  
With 3 Ayes, 0 Noes  
To Authorize the General Manager to execute  
contract amendments with Rincon and Woodard  
& Curran for on-going GSP support for amounts  
not-to-exceed \$59,497.00 and \$33,000.00, respectively.***

**2. Discussion and Appropriate Action Regarding:  
Revisions to the District's Rules & Regulations to  
Align with the West Kern Water District's Cross-Connection  
Control Program Plan (CCCPP)**

Human Resources Administrator, Tami Sivils reported with the implementation of the District's CCCPP, revisions to the District's Rules and Regulations are required to align operating and enforcement provisions of the CCCPP with the following various sections:

- Table of Contents - Language and numbering revisions
- Fire Protection Service - Special Conditions Section 3
- Rule No. 1 Definitions - Addition of Definitions and Revision from Site Survey (Previous) to Hazard Assessment
- Rule No. 3 Application for Service - Section B - Individual Liability
- Rule No. 8 Notices - Addition of Section A-3 Termination of Service for Noncompliance with District's CCCPP and addition of language to Section A-4 Emergencies
- Rule No. 11 Discontinuance and Restoration of Service - Section B Non-Compliance with Rules - language addition/revision to B-1 and additions of B-2 and B-3.
- Rule No. 13 Temporary and Short-Term Industrial Service

Section A Establishment of Temporary Service - language revisions/additions to Sections A-2 Deposit; A-3 Cross Connection Protection Requirements

Section B Establishment of a Short-Term Industrial Agreement - language addition/revision to B-5 Cross Connection Protection Requirements

- Rule No. 16 Service Connections, Meters and Customer's Facilities Part 1 - Distribution Systems

Section A Installation - 1. Service Connections a. Provisions of Service (4) District's Responsibility addition/revision of language to clarify

Section A Installation - 3. Backflow Prevention Assemblies language revisions/additions

- Rule No. 16 Service Connections, Meters and Customer's Facilities Part 2 - Transmission Systems

Section A Installation - 3. Backflow Prevention Assemblies language revisions/additions

- Rule No. 18 Separate Premises, Multiple Units, Restrictions and Resale of Water -

Section B. Service to Multiple Units - language added to include the District's CCCPP.

*Upon Motion by Director Wells, Seconded*

*By Director Morris and Carried Unanimously*

*With 3 Ayes, 0 Noes*

*To Approve the proposed revisions to the District's*

*Rules and Regulations to align them with the provisions*

*and required elements contained in the District's CCCPP.*

**C. FACILITIES COMMITTEE  
(Jameson, Niblett)**

**1. Discussion and Appropriate Action Regarding:  
Well NW2 Rehabilitation, Job #26-6200**

Production Administrator, John Stuntebeck reported that staff is recommending that the pump and equipment be removed from NW2 and a video survey be conducted on NW2 in order to inspect, assess and evaluate the condition of equipment, casing and all perforated intervals. This will be the first stage of the project that will determine what if any repairs/replacements or chemical treatment will be required. On July 3rd, District Staff posted request for proposals (RFP) on the Kern County Builders Exchange website and emailed RFPs to Contractor's on our Qualified Bidder's List. The District received the following proposals: South Valley Companies, Inc.\$38,500.00, Bakersfield Well & Pump \$49,400.00, Lanye, a Granite Company \$53,612.00, Farm Pump & Irrigation Co. \$54,627.50 and S.A. Camp Pump & Drilling \$56,950.00.

*Upon Motion by Director Morris, Seconded*

*By Director Wells and Carried Unanimously*

*With 3 Ayes, 0 Noes*

*To Award a contract to South Valley Companies, Inc.*

*in the amount of \$38,500.00 and issue a Notice to*

*Proceed when all contract documents are in place.*

**D. FINANCE COMMITTEE  
(Morris, Niblett)**

1. **Discussion and Appropriate Action Regarding:  
Accounts Payable for July 2025**

Controller/Finance Administrator, Adeana McDaniel-Furman presented the accounts payable report for July 2025.

*Upon Motion by Director Wells, Seconded.  
By Director Morris and Carried Unanimously  
With 3 Ayes, 0 Noes  
To Approve Expenditure for July 2025  
Bills When Funds are Available.*

E. **PERSONNEL COMMITTEE  
(Wells, Morris)**

No items to discuss.

XII. **INFORMATION ITEMS**

No items to discuss.

XIII. **ISSUES OF CONCERN**

A. **August 2025 Meeting Calendar**

Directors approved the August Calendar.

B. **Potential Issues to be Addressed at Next Board Meeting**

No items to report.

C. **Board of Director Announcements or Reports**

No items to report.

D. **General Manager's Report**

No items to report.

E. **Management Staff Report**

No items to report.

F. **Kern Non-Districted Land Authority Issues**

The General Manger provided a brief report on KNDLA issues.

G. **Attorney Report**

No items to report.

#### XIV. CLOSED SESSION

1. Discussion and Appropriate Action Regarding:  
Government Code, §54956.8  
Conference with Real Property Negotiator  
Agency Negotiator: Greg A. Hammett, General Manager  
Negotiation Parties: West Kern Water District and  
Berry Petroleum Corporation  
Under Negotiation: Price and Terms of Payment for Water
  
2. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.9(d)(1)  
Conference with Legal Counsel  
Existing Litigation: 3 Cases
  - A. Rosedale-Rio Bravo WSD et al. v. KCWA et. al.;  
Kern county Superior Court Case No. BCV-21-10418
  
  - B. California Department of Water Resources v. All Persons Interested  
in The Matter of Authorization of Delta Conveyance Program  
Revenue Bonds;  
Sacramento County Superior Court Case No. 25CV000704
  
  - C. Amaya v. City of Taft, et al.;  
Kern County Superior Court Case No. BCV-24-103650
  
2. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.9(d)(4)  
Conference with Legal Counsel

Directors moved into Closed Session at 5:35 p.m. The meeting was reconvened at 5:53 p.m.

In open session the following item was approved:

***Upon Motion by Director Wells, Seconded.  
By Director Morris and Carried Unanimously  
With 3 Ayes, 0 Noes  
To Approve Berry Petroleum Company, LLC's District Agreement  
No. 11A for 17 af of annual entitlement in Section 36, T32S/R23E  
(25 Hill/Hoover Hills), with the price of water at \$2,100/af for  
deliveries below 17af, and \$2,500 af for deliveries above 17 af, with  
a term that expires one (1) year from the effective date of  
July 24, 2025.***

#### XV. ADJOURNMENT

The meeting adjourned at 5:54 p.m.

August 26, 2025

**Date Approved**

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**Greg A. Hammett,  
Secretary of the Board of Directors of  
WEST KERN WATER DISTRICT**

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**WATER RESOURCES COMMITTEE SUMMARY REPORT**  
**For the**  
**Regular Board Meeting of August 26, 2025**

**MEMBERS:**

Bo Bravo  
David Wells

**DATE OF MEETING:**

August 19, 2025

**STAFF ATTENDING:**

Greg Hammett      Wendy Adams-Rosenberger  
John Stuntebeck

**COMMITTEE ISSUES:**

1. Discussion and Appropriate Action Regarding:  
Water Supply Report
2. Discussion and Appropriate Action Regarding:  
General Manager Report

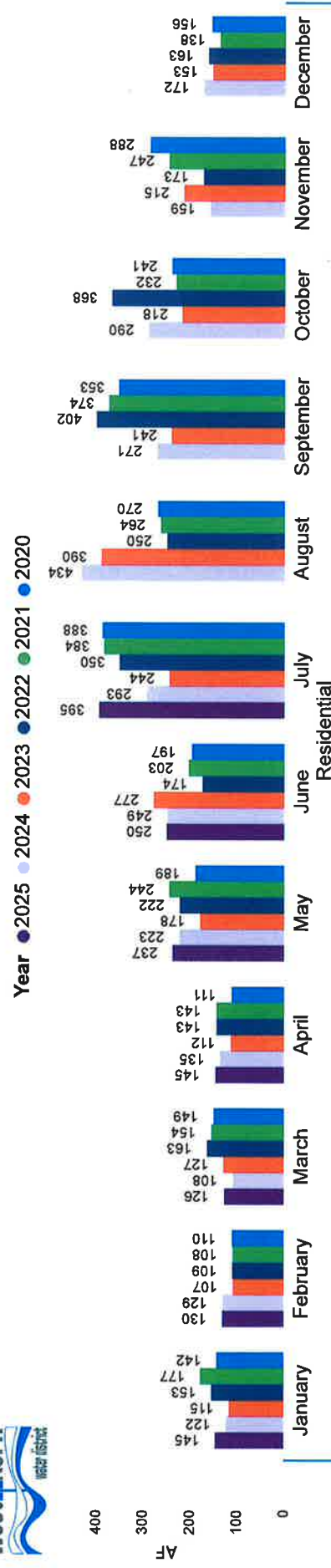
Committee also reviewed the following items which are in the Administration section:

- Discussion and Appropriate Action Regarding:  
Third Amended Kern County Subbasin Coordination  
Agreement among Subbasin Sustainability Agencies
- Discussion and Appropriate Action Regarding:  
Fourth Amended and Restated Joint Exercise of  
Powers Agreement – Kern Non-Districted Lands Authority

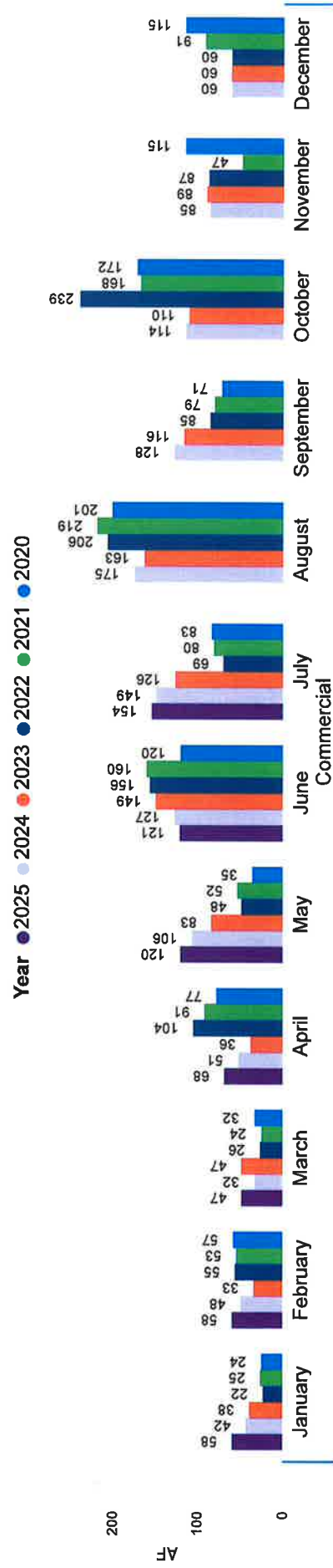




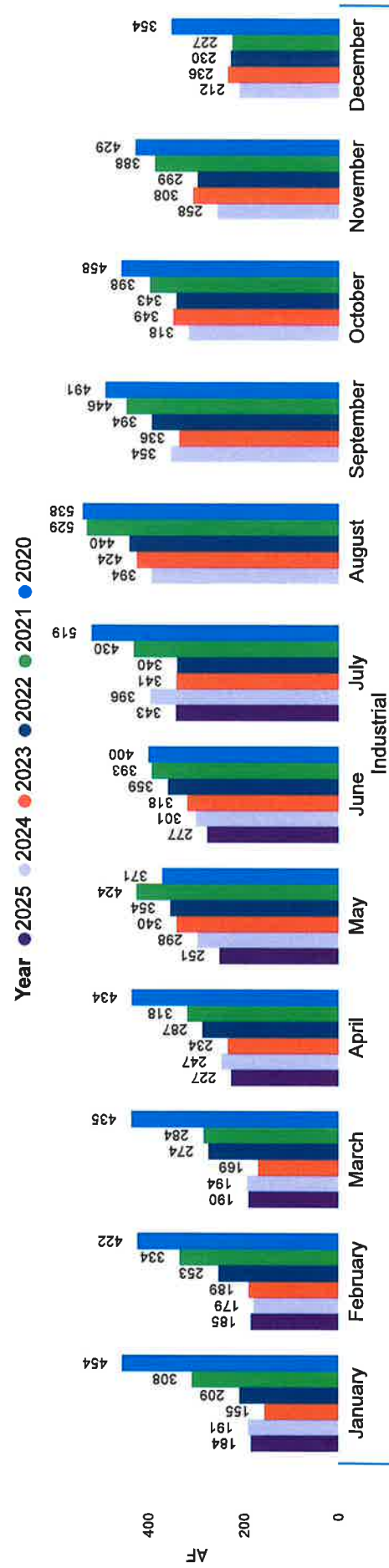
### 2020 - 2025 Monthly Comparison by Class in AF - Residential



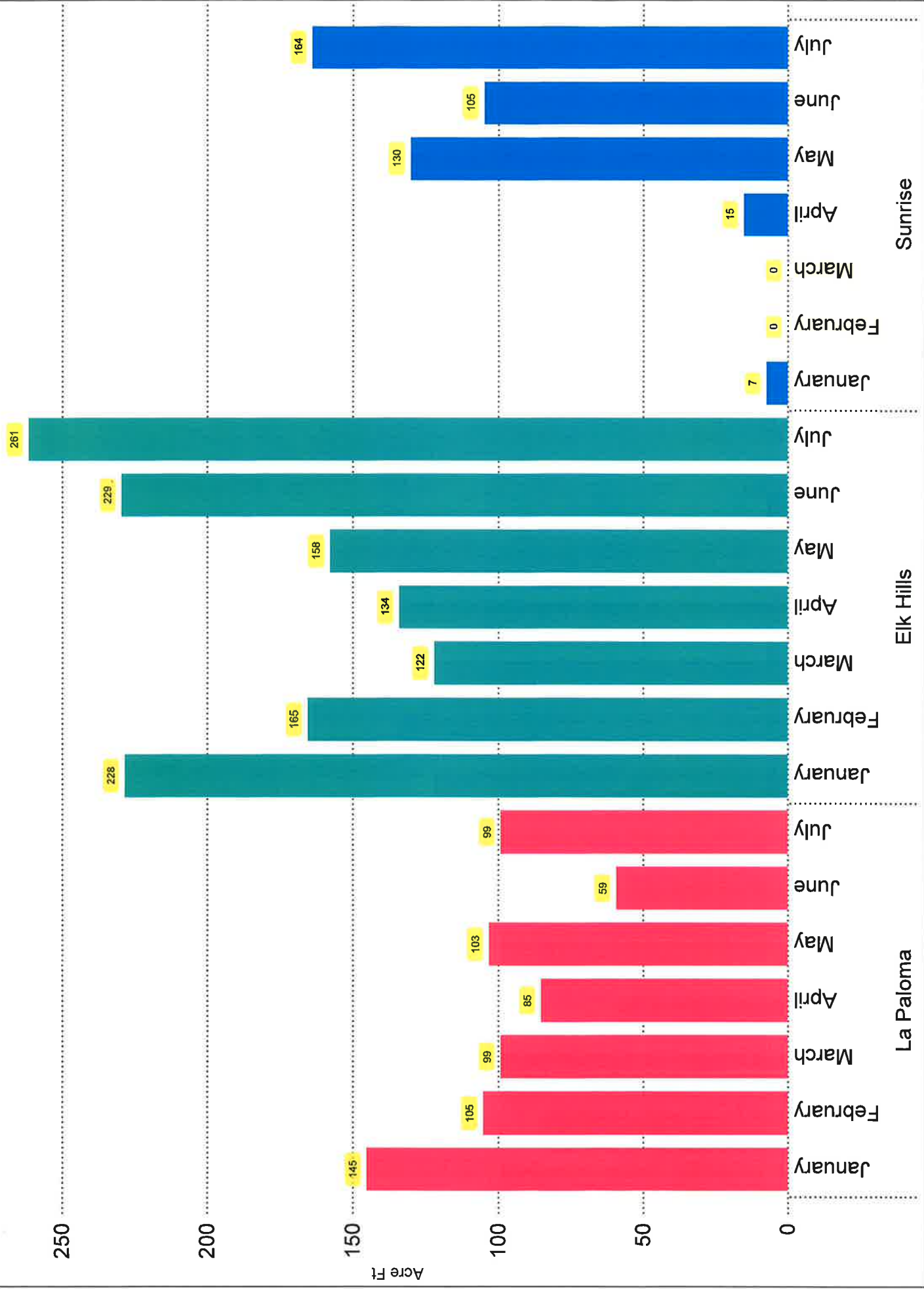
### 2020 - 2025 Monthly Comparison by Class in AF - Commercial



### 2020 - 2025 Monthly Comparison by Class in AF - Industrial



# 2025 Power Plant Monthly Usage



West Kern Water District Groundwater Recharge Program  
Accounting for 2025

Original Contract Sunrise  
SWP Allocation 50% 12,500 3,250  
Carryover 3,863

8/14/2025

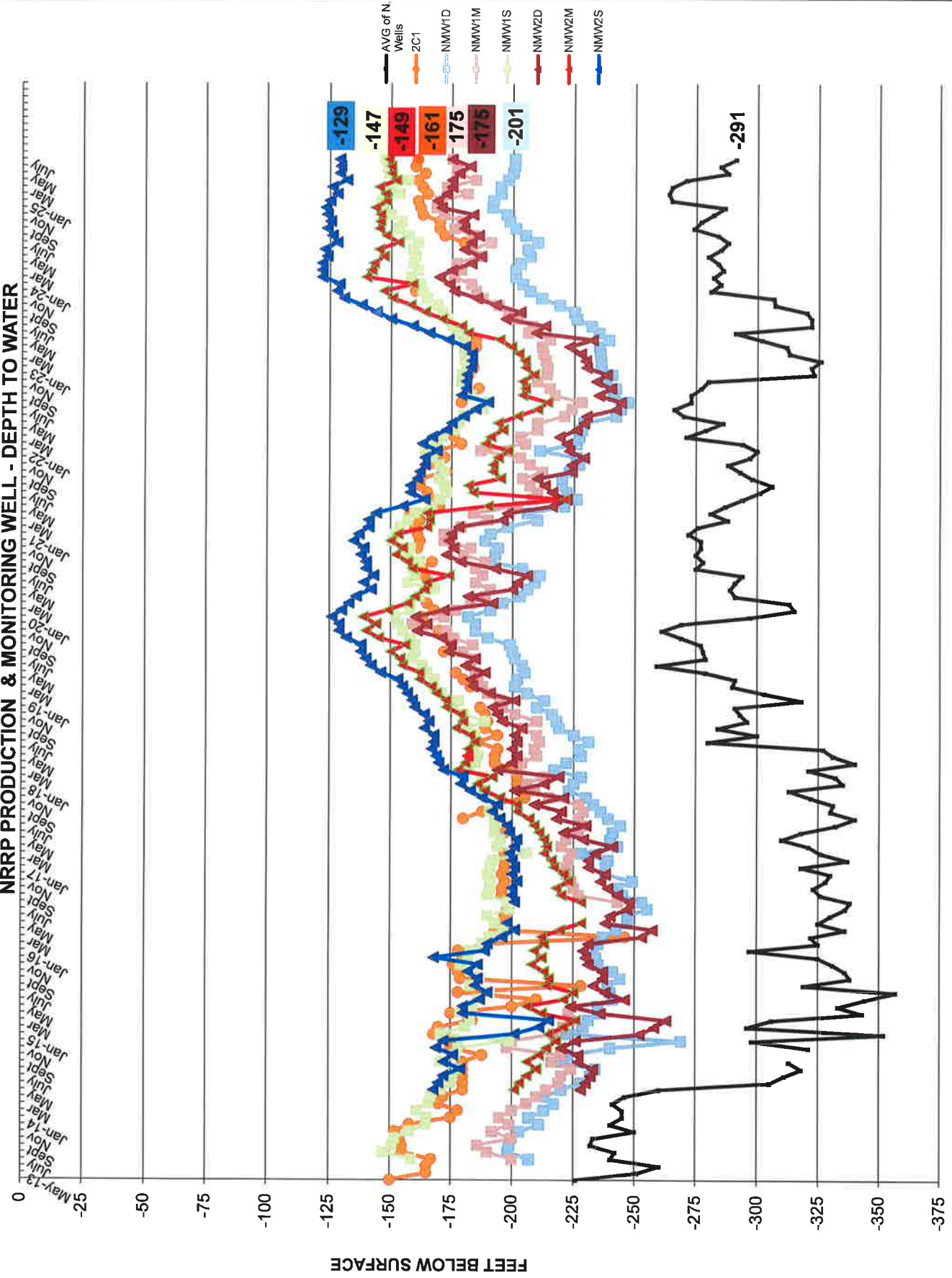
Account #	Description	Monthly Activity	Surface Supplies						NRRP Recharge and Recovery				SRRR Recharge and Recovery				BV/MKWD PV Balance Loss not incl											
			SWP Supply Recharged	SWP Supply Recharged Net Losses	SWP Supply Delivered to Others	Aqueduct or CVC Delivery	BV Activity	Supplemental Purchases	La Paloma Delivery	Account Balance	In System Recovery	Aqueduct or CVC Delivery	Net Recharge	NRRP Balance 1)	In System Recovery	Aqueduct or CVC Delivery		Net Recharge	SRRP Balance 1)									
	Beginning/Carryover Balance																	10,300										
1	North Production	(105)						19,813				92,700					149,650											
2	South Production	(553)					19,813					92,595					149,350											
3	La Paloma	(145)					19,468					92,595					149,098											
4	NRRP to Aqueduct/CVC						19,468					92,595					149,098											
5	SRRP to Aqueduct/CVC						19,468					92,595					149,098	10,300										
6	Kern Tulare 2 for 1 - CVP water	1,969					21,437					92,595					149,098											
7	Kern Tulare recharge to SWF	(1,969)					19,468					92,595					150,949											
8	WK Recharge to SRRP (5% loss)						19,468					92,595					150,949											
9	SRRP to Ponds - Maintenance						19,468					92,595					150,949											
10							19,468					92,595					150,949											
11	North Production	(140)					19,468					92,455					150,949											
12	South Production	(417)					19,468					92,455					150,532											
13	La Paloma	(105)					19,363					92,455					150,532											
14	NRRP to Aqueduct/CVC						19,363					92,455					150,532											
15	BV Recharge to SRRP	2,157					19,363					92,455					150,532	12,457										
16	Kern Tulare 2 for 1 - CVP water	919					20,282					92,455					150,532											
17	Kern Tulare recharge to SWF	(919)					19,363					92,455					151,395											
18	Kern Tulare 2 for 1 - CVP water	112					19,475					92,455					151,395											
19	Kern Tulare recharge to NWF	(112)					19,363					92,561					151,395											
20	SRRP to Ponds - Maintenance						19,363					92,561					151,395											
21	North Production - Dist. System	(445)					19,363					92,116					151,395											
22	South Production - Dist. System	(154)					19,363					92,116					151,242											
23	La Paloma	(99)					19,264					92,116					151,242											
24	BV Recharge to SRRP						19,264					92,116					151,242	12,457										
25	Article 21						19,264					92,116					151,242											
26	Recharge to NRRP (6% loss)						19,264					92,116					151,242											
27	Recharge to SRRP						19,264					92,116					151,242											
28	Recharge to NRRP (6% loss)						19,264					92,116					151,242											
29	Recharge to SRRP						19,264					92,116					151,242											
30	Recharge to SRRP (5% loss)						19,264					92,116					151,242											
31	SRRP to Ponds - Maintenance	14					19,264					92,116					151,242											
32	North Production	(455)					19,264					91,661					151,241											
33	South Production	(242)					19,264					91,661					150,999											
34	La Paloma	(85)					19,179					91,661					150,999											
35	BV Recharge to SRRP						19,179					91,661					150,999	12,457										
36	Article 21						19,179					91,661					150,999											
37	Recharge to NRRP (6% loss)						19,179					91,661					150,999											
38	Recharge to SRRP (6% loss)						19,179					91,661					150,999											
39	Recharge to SRRP (5% loss)						19,179					91,661					150,999											
40	BV Exchange						19,179					91,661					150,999											
41	BV Exchange- Water Purchase						19,179					91,661					150,999											
42	NRRP to Ponds - Maintenance	(6)					19,179					91,661					150,999											
43	SRRP to Ponds - Maintenance						19,179					91,650					150,999											
44	North Production	(334)					19,179					91,316					150,999											
45	South Production	(611)					19,179					91,316					150,388											
46	La Paloma	(103)					19,076					91,316					150,388											
47	BV Recharge to SRRP						19,076					91,316					150,388	12,457										
48	Article 21						19,076					91,316					150,388											
49	NRRP to CVC - KT Return						19,076					91,316					150,388											
50	Recharge to NRRP (6% loss)						19,076					91,316					150,388											
51	Recharge to SRRP (6% loss)						19,076					91,316					150,388											
52	Recharge to SRRP (5% loss)						19,076					91,316					150,388											
53	NRRP to CVC-AQ-KT						19,076					91,316					150,388											
54	BV Recharge to SRRP						19,076					91,316					150,388											
55	SRRP to Ponds - Maintenance						19,076					91,316					150,388											
56	NRRP to Ponds - Maintenance	(0)					19,076					91,316					150,388											
57	North Production	(216)					19,076					91,100					150,388											
58	South Production	(878)					19,076					91,100					149,510											
59	La Paloma	(59)					19,017					91,100					149,510											
60	BV Recharge to SRRP	216					19,017					91,100					149,510	12,673										
61	SRRP to Aqueduct/CVC						19,017					91,100					149,510											
62	WK Recharge to NRRP						19,017					91,100					149,510											
63	WK Recharge to SRRP						19,017					91,100					149,510											
64	BV exchange	(6,000)					13,017					91,100					155,210	173										
65	BV Exchange- Water Purchase	6,500					13,017					97,210					155,210											
66	Prescriptive Right South RRP	3,000					13,017					97,210					158,210											
67	SRRP to Ponds - Maintenance						13,017					97,210					158,210											
68	NRRP to Ponds - Maintenance						13,017					97,210					158,210											
69	North Production	(326)					13,017					96,884					158,210											
70	South Production	(915)					13,017					96,884					157,295											
71	La Paloma	(99)					12,918					96,884					157,295											
72	NRRP to CVC-KT Return						12,918					96,884					157,295	173										
73	BV Recharge to SRRP						12,918					96,884					157,295											
74	WK Recharge to NRRP						12,918					96,884					157,295											
75	Wheeler Ridge						12,918					96,884					157,295											
76	NRRP to Ponds - Maintenance	(2)					12,918					96,884					157,295											
127	2025 Totals						0					(3000)					(865)	12,918	(2026)				96,884	(3783)		11428	157,295	173

Total GW Storage Accounts 254,352

NOTE: 9/8/23 Subject to revision. Waiting for KCWA Supply/Delivery Schedule and reconciliation with BV/KWB/ID4  
Comments:  
1 Includes 6% loss factor in calculation  
2 La Paloma delivery made from 2024 carryover  
3 Kern Tulare 2 for 1 exchange (1969 af) per Agreement dated 7/19/11. CVP water delivered to South Well Field via KWB canal.  
4 WK Pump in to ponds for maintenance activities  
5 BV Exchange of 18,500 af (per 7/28/00 Amendment to 1983 Agreement)

SWP Allocation 50% as of 4/29/2025.  
SWP Allocation 40% as of 3/25/2025.  
SWP Allocation 35% as of 2/25/2025.  
SWP Allocation 20% as of 1/29/2025.  
SWP Allocation 15% as of 12/23/2024.  
SWP Allocation 05% as of 12/01/2024.

**NRRP PRODUCTION & MONITORING WELL - DEPTH TO WATER**



KWB ceased recovery in this area on 8/31/20

KWB began recovery on 1/27/21 & ceased on 1/11/23.

KWB Began Recharge on 2/2/23 & ceased on 01/09/24.

KWB began recovery on 5/7/24 & ceased on 8/27/24

**May 2013 to August 2025**

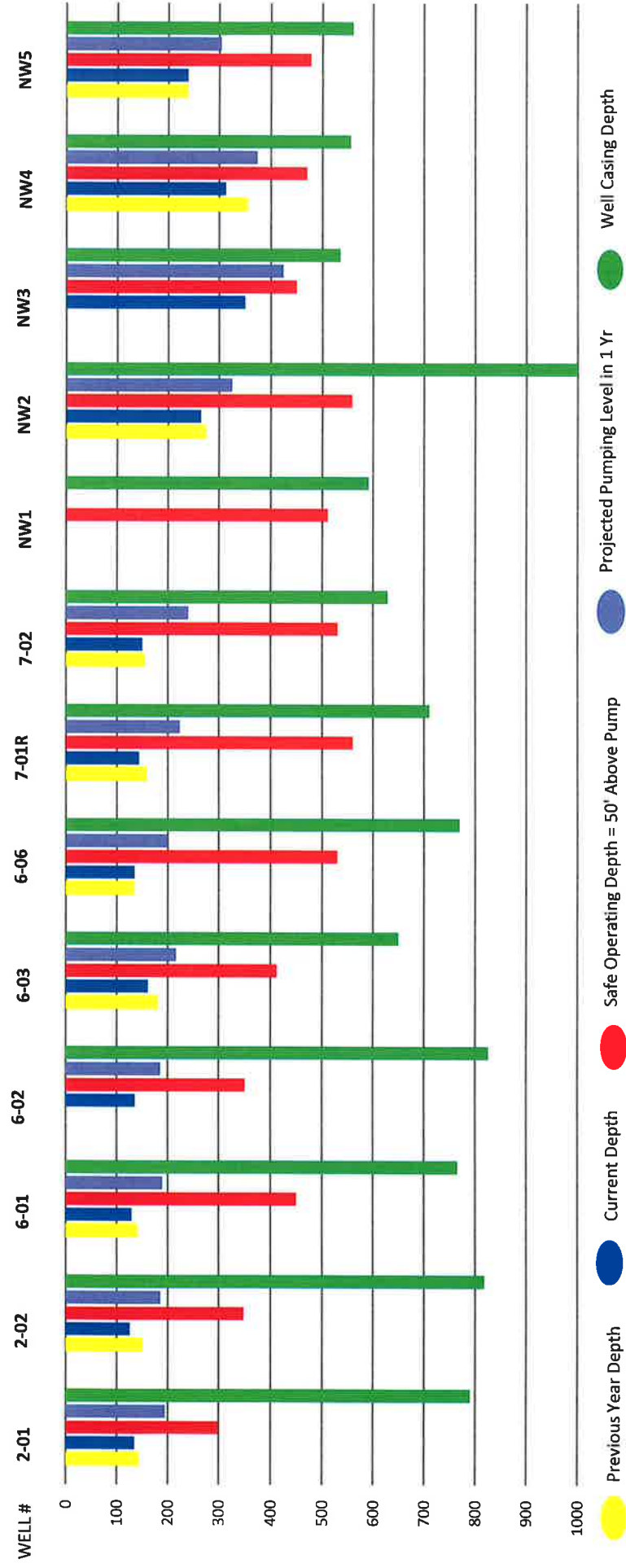




WKWD Production Well Safe Operating Levels - Aug 2025

Well	Pump Depth	Previous Year		Current		Safe Operating Range		Projected Water Level in 1 year	Well Casing Depths	Water Level Above Pump	Pump Status
		Water Level From Surface	Water Level From Surface	Water Level From Surface	Water Level From Surface	Surface	Surface				
2-01	350	142.5	134.2	300	194.2	790	215.8				
2-02	398	149.7	125.5	348	185.5	818	272.5				
6-01	500	138.5	129.1	450	189.1	765	370.9				
6-02	400	Well Down	134.9	350	184.9	825	265.1				
6-03	462	179.7	161.2	412	216.2	650	300.8				
6-06	580	133.4	134.8	530	199.8	770	445.2				
7-01R	610	157.3	143.4	560	223.4	710	466.6				
7-02	580	152.3	149.6	530	239.6	628	430.4				
NW1	560	Well Down	Well Down	510	#VALUE!	590	#VALUE!				
NW2	608.5	273.2	264.5	558.5	324.5	1000	344				
NW3	500	Well Down	349.2	450	424.2	535	150.8				
NW4	520	352.7	312.4	470	372.4	555	207.6				
NW5	528	236.8	238.6	478	303.6	560	289.4				

Production Well Safe Operating Range





**ADMINISTRATION COMMITTEE SUMMARY REPORT  
FOR THE REGULAR BOARD MEETING OF  
AUGUST 26, 2025**

**MEMBERS ATTENDING:**

Barry Jameson  
Bo Bravo- Absent

**DATE OF MEETING:**

Monday, August 18, 2025

**STAFF ATTENDING:**

Greg A. Hammett  
Tami Sivils

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. **Discussion and Appropriate Action Regarding:  
District's Training Report**

**END OF CONSENT AGENDA**

1. **Discussion and Appropriate Action Regarding:  
Third Amended Kern County Subbasin Coordination  
Agreement among Subbasin Sustainability Agencies**
2. **Discussion and Appropriate Action Regarding:  
Fourth Amended and Restated Joint Exercise of Powers  
Agreement – Kern Non-Districted Lands Authority**
3. **Discussion and Appropriate Action Regarding:  
Resolution No 25-05 of the Board of Directors of the West Kern  
Water District Appointing an Auditor Rescinding Resolution 06-01**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**        **ADMINISTRATION COMMITTEE**  
(Jameson, Bravo)

**AGENDA ITEM**     i.        **Discussion and Appropriate Action Regarding:  
District's Training Report**

**BACKGROUND INFORMATION:**

The following were educational opportunities during August for individual employees, multiple employees, or all District employees. If a location is not designated, the training was conducted online from a computer.

**AWWA CA/NEV Tri- State Seminar and Exposition in Las Vegas** – John Stuntebeck, Rick Cole, Josh Hudson, Cliff Jones, Charlie Coleman

**EPA Water and Wastewater Cybersecurity Vulnerability Snapshot Quarterly Webinar** – Andrea Crabb

**Chat GPT for HR in 2025 and 2026: What Can Chat GPT Do for You Live Webinar** – Tami Sivils and Greg Hammett

**PIHRA Government Advocacy Team Power Chat: The Everchanging Work of AI , Workplace Surveillance and Cybersecurity** – Tami Sivils

**Little Webinar: What Employers Need to Know About No Tax on Tips and No Tax on Overtime** – Adeana McDaniel Furman and Tami Sivils

**Cal PERS Investment Return Webinar 2025** – Tami Sivils

**SDRMA Risk Management Webinar Series: Community Services, Public Utility, Rec & Park, Memorial District** – Tami Sivils

**KC SHRM Monthly Meeting in Bakersfield: From Result to Resolution: Navigating a Positive Drug Test in the Workplace** – Tami Sivils and Deann Crabtree

**Principal Financial Finesse Webinar: Credit Savvy: Steps to help you tackle credit and debt** - All District Employees

**CPS HR Webinar Series; Writing that Works – Helping HR Pros Communicate with Clarity and Credibility** – Tami Sivils

**CONSULTATIONS AND BRIEFINGS:**

**Docusign AME Platform Expansion** – Tami, Adeana and Andrea

**Marsh McLennan and Principal Financial briefing of 08/01/2025** – 2025 Employee Health & Benefits Trends; How to engage employees of all generations by strategically shaping your workplace benefits.

**HR Weekly Briefing of August 4, 2025** – Protecting Employee Data in the Age of AI and Remote Work; Harness AI to make HR more Efficient and Effective

**SHRM Briefing of July 24, 2025** – Trump's AI Action Plan: The Impact on HR and Employers  
**Business Management Weekly Briefing of August 7, 2025** – HR Management; Late Paperwork Subject to Reasonable Accommodation; Leadership and Management; Attitude, Absence & Foul Language: 3 scripts for those conversations you'd rather not have

**HR California Employment Briefing of 08/01/2025** – HR's Role in Strategic Planning: A Culture Change Roadmap

**Hacking HR Briefing of 08/01/2025** – The Shift in Hiring Strategies and How to Fix Your Strategy if It's Not Working

STAFF RECOMMENDATIONS:

JUSTIFICATION:

PREVIOUS ACTIONS:

COST:

BUDGETARY WARRANT:

MOTION:

COMMITTEE STATUS:

_____	Recommend Board Approval
_____	NO (Rejected)
_____	Full Board to Review
_____	Under Review (No Action Required)

COMMITTEE RECOMMENDATIONS:

COUNSEL REVIEW AND/OR RECOMMENDATIONS:



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# Third Amended Kern County Subbasin Coordination Agreement

This Third Amended Kern County Subbasin Coordination Agreement (“Agreement” or “Coordination Agreement”) is made effective as of \_\_\_\_\_, 2025 by and among the Groundwater Sustainability Agencies (each a “GSA” and collectively “GSAs”) within the Kern County Subbasin (each a “Party” and collectively the “Parties”) developing multiple Groundwater Sustainability Plans (“GSPs”). The Parties are identified in Attachment 1 and make this Agreement with reference to the following facts:

**WHEREAS**, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act, and regulations were later adopted to implement SGMA and are codified in Title 23 of the California Code of Regulations (“CCR”), all of which are referred to collectively in this Agreement as “SGMA”; and

**WHEREAS**, SGMA requires all groundwater basins designated as high or medium priority by the Department of Water Resources (“DWR”) to manage groundwater in a sustainable manner; and

**WHEREAS**, the Kern County Subbasin (Basin Number 5-22. 14, DWR Bulletin 118) (“Subbasin”) which lies within the San Joaquin Valley Groundwater Basin, has been designated as a high-priority basin by DWR; and

**WHEREAS**, the Subbasin includes twenty (20) GSAs managing the Subbasin through multiple GSPs; and

**WHEREAS**, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs intending to develop and implement multiple GSPs within a subbasin to enter into a coordination agreement; and

**WHEREAS**, the Agreement does not prevent any Party from providing comments on a GSP, or otherwise coordinating among parties with regard to specific items in a GSP outside this Agreement, on issues including but not limited to specific border conditions between GSPs and/or the timing and/or effect of projects and management actions contained within another GSP; and

**WHEREAS**, nothing in this Agreement represents or should be construed as the determination of any claim or assertion of a groundwater right; specifically, the coordinated water budget information or data does not amount to an allocation, or otherwise represent a determination, validation, or denial of any claimed or asserted groundwater right;

**WHEREAS**, this Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written, related to the coordination of GSPs in the Subbasin, including the Coordination Agreement effective January 20, 2020, the First Amended Coordination Agreement effective July 22, 2022, and the Second Amended Coordination Agreement effective December 13, 2024.

**THEREFORE**, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

## Section 1 Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same data and methodologies as required under SGMA, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend for this Agreement to describe how the Parties will work together to ensure coordinated implementation of the multiple GSPs covering the Subbasin to satisfy the requirements of SGMA. In particular, it documents the Parties' agreement to rely upon or otherwise include identical language, content, and form for the GSPs, and to require any future amendment to those GSPs be approved by unanimous consent of the Parties, unless a change is (1) specific to an individual GSA's data or information, (2) required to comply with SGMA, and (3) would not otherwise impact the language, content, and form of the collective GSPs approved through the governance process described in Section 3 below. This Agreement shall be incorporated into each GSP that is adopted to cover a portion of the Subbasin.

## Section 2 General Guidelines

### Responsibilities of the Parties

The Parties shall work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect any Party's responsibility to implement the terms of the GSP it has adopted pursuant to SGMA. Rather, this Agreement is the mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

### No Adjudication or Alternative Plans in the Subbasin

As of the date of this Agreement, there are no portions of the Subbasin that have been adjudicated or have submitted for DWR approval an alternative to a GSP pursuant to Water Code section 10733.6.

## Section 3 Governance

### Subbasin Coordination Committee

The Subbasin Coordination Committee will facilitate discussion of Coordination Activities (defined below). The Subbasin Coordination Committee will consist of one representative appointed from each GSA. Compensation for service on the Subbasin Coordination Committee, if any, is the responsibility of the appointing Party. Each Subbasin Coordination Committee member shall serve at the pleasure of the appointing GSA and may be removed or substituted from the Subbasin Coordination Committee by the appointing GSA at any time.

3..1 The Subbasin Coordination Committee will meet periodically as it deems necessary to carry out the activities described in this Agreement.

3..2 The Subbasin Coordination Committee may suggest subcommittees, workgroups, or otherwise request staff and/or consultants of the Parties develop technical data, supporting information and/or recommendations.

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The purposes of the Subbasin Coordination Committee are to (1) provide a forum to discuss each Party's recommendation regarding the appointment of a Plan Manager who will act in accordance with this Agreement, and (2) provide a forum wherein the Parties may discuss Subbasin coordination activities, which may include the Parties' development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin, pursuant to SGMA requirements ("Coordination Activities").

### **Plan Manager**

Appointment (or renewal) of the Plan Manager shall require the vote of more than 75% of the Parties, and any vote to remove the Plan Manager shall require a vote of more than 25% of the Parties. A removed Plan Manager is not eligible for reappointment. Any Party may call for a review of the Plan Manager's engagement at any time. The Plan Manager shall serve as the point of contact for DWR, as specified in 23 CCR § 357.4, subd. (b)(1), and State Water Resources Control Board (SWRCB), as appropriate. The Plan Manager shall submit or assist with the submittal of all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR or SWRCB when required. The Plan Manager has no authority to take any action or represent the Subbasin Coordination Committee or a particular Party without the specific direction and authority of the Subbasin Coordination Committee or Party. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Subbasin Coordination Committee and the GSA(s) particularly affected, as appropriate under the circumstances.

## **Section 4 Exchange of Data and Information**

### **Procedure for Exchange of Information**

4..1 The Parties may exchange information through collaboration and/or informal requests made at the Subbasin Coordination Committee level or through subcommittees suggested by the Subbasin Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Subbasin Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

4..2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Subbasin Coordination Committee.

### **Non-Disclosure of Confidential Information**

Pursuant to Section 4.1 of this Agreement, a Party may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent further disclosure.

## **SECTION 5 GSP Data and Methodologies**

Pursuant to Water Code section 10727.6 and 23 CCR § 357.4, the Parties have agreed to the same data and methodologies used in their respective GSPs for the following: (1) groundwater elevation data; (2) groundwater extraction data; (3) surface water supply; (4) total water use; (5) change in groundwater storage; (6) water budget; and (7) sustainable yield. In addition, the Parties have further agreed to the same data and methodologies used in the development of Sustainable Management Criteria (SMC). The Parties have further agreed that such methodologies will continue to be used in the future development and implementation of such GSPs, except to the extent modified by the Parties in the future in compliance with SGMA and the GSPs.

### **Coordinated Data Management System**

The Parties have developed and will maintain a data management system (DMS) that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and Monitoring Network of the Subbasin as described in the GSPs as required by SGMA.

## **SECTION 6 Coordinated Monitoring Networks**

The Parties shall rely upon the Subbasin Monitoring Networks and Subbasin Monitoring Networks Objectives, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all GSAs and any management areas within the boundaries of the defined Subbasin, and do so in the development and implementation of the GSPs covering the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the GSP, including its Sections 8 and 15. The parties have selected the infrastructure (wells, extensometers, etc.) comprising the Monitoring Network because it accurately represents baseline groundwater conditions and is designed to generate sufficient data to evaluate changing conditions occurring through implementation of the GSPs.

The Parties shall also rely upon the methodology applied to identify specific infrastructure for the Subbasin Monitoring Networks and the objectives that have been developed in compliance with 23 CCR, §§ 354.32 - 354.40 for all GSAs and any management areas within the Subbasin's boundaries. As such, future changes to the Monitoring Networks must employ the same methodologies applied to selecting infrastructure and establishing SMC, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols in the GSP.

### **Monitoring Networks Protocols**

The Parties agree to rely upon the Monitoring Networks Protocols, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols in the GSP .

### **Party Changes to Subbasin Monitoring Networks**

Should changes to the Subbasin Monitoring Networks be necessary, the Parties agree to comply with the protocols established in GSP, and as follows.

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To initiate a change to the Subbasin Monitoring Networks, a Party shall submit a request to the Plan Manager and notify the Subbasin Coordination Committee. The request shall contain the details and data reasonably necessary to review the request and evaluate potential effects, and as required by DWR. At a minimum, a request should provide the following information:

1. Reason for change (e.g., collapsed well, dedicated monitoring station constructed, additional monitoring to represent recently constructed project, etc.).
2. Type of monitoring point, construction information (e.g., well depth, use type, etc.), description of conditions being represented and documentation of how the monitoring point is representative of those conditions, elevation, and latitude/longitude coordinates.
3. Applicable sustainability indicators (i.e., groundwater levels, water quality, subsidence, groundwater in storage), and SMCs and documentation of data and methodology used to establish each SMC, if historical data is available.

The Plan Manager shall prepare a coordinated request memorandum for Subbasin Monitoring Networks changes semiannually on June 1<sup>st</sup> and January 1<sup>st</sup> for submittal to the Subbasin Coordination Committee and DWR. The Plan Manager shall report receipt of DWR confirmation and/or collect additional information as requested by DWR following submittal of the request. Following DWR processes, the Plan Manager shall confirm the changes with the individual Party(ies) and Subbasin Coordination Committee, in compliance with SGMA and any DWR guidelines.

## **SECTION 7 Coordinated Water Budgets**

The Parties agree to rely on the coordinated Water Budgets, developed in compliance with 23 CCR § 357.4 subd. (b), for all GSAs and any management areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and GSP Section 9.

## **SECTION 8 Well Mitigation Program**

There is a Subbasin domestic well mitigation program (“Well Mitigation Program”), including exceedance policies, to provide emergency and interim drinking water supplies, and long-term solutions for households reliant on domestic wells that have lost access to drinking water due to dry wells, or have lost well production or experienced groundwater quality degradation caused by groundwater management activities of a GSA. The current version of the Well Mitigation Program is attached to the GSPs, which may be amended from time to time by agreement of the Parties without an amendment of this Agreement.

# SECTION 9 Adoption and Use of the Coordination Agreement

## Cooperative Implementation of GSPs

The Parties intend that the multiple GSPs will be implemented together in order to satisfy the requirements of SGMA. To facilitate cooperative and coordinated plan implementation, the Parties have agreed to utilize the same groundwater models, descriptions of the physical setting and characteristics of the separate aquifer systems within the Subbasin, methodologies as specified in Water Code section 10727.6, definitions of undesirable results, minimum thresholds, measurable objectives, and monitoring protocols that together provide a description of the sustainable yield of the entire Subbasin and how it will be sustainably managed.

## GSP and Coordination Agreement Submission

The Parties shall submit their respective GSPs to DWR or SWRCB through the Plan Manager in accordance with SGMA. The Parties intend for this Agreement to demonstrate compliance with the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4, and 10727.6 for the entire Subbasin.

## Reporting Coordination

### Annual Reports

The Parties will submit a joint annual report to DWR through the Plan Manager by April 1 annually. The annual report shall contain information about the Subbasin as duly required by SGMA or DWR.

### Annual Data Collection and Reporting

The Parties will submit to DWR through the Plan Manager their collective data for Representative Monitoring Wells, as provided in the GSP. Each Party shall provide groundwater level data for their Representative Monitoring Wells in the Subbasin Monitoring Network as follows:

- Collection of data between the approved timeframes only
- Spring Measurements: January 15th to March 30th
- Fall Measurements: August 15th to November 15th.

The Plan Manager shall submit the collective data to DWR after obtaining data from each Party within the Subbasin as follows:

- Spring Measurements: July 1st
- Fall Measurements: January 1st

The Parties agree to comply with these requirements to enter data into the DMS every year.

### Exceedances

[NEED TO ADD LANGUAGE REFERRING TO GSP APPENDIX]

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### **In Event Entire Subbasin Not Covered by GSP**

In the event it appears that the entire Subbasin may not be covered by one or more GSPs after January 31, 2020, each Party may take such action as deemed necessary or appropriate by such Party with respect to filing its GSP and/or other documents with DWR or the SWRCB.

### **Duration of Coordination Agreement**

This Coordination Agreement shall commence upon its full execution and continue until the next periodic evaluation of the GSP(s) covering the Subbasin pursuant to 23 CCR § 356.4, or action by the SWRCB to designate all or part of the Subbasin as probationary under Water Code section 10735.2, whichever occurs first. If the SWRCB takes action first, then this Agreement will continue for twelve (12) months after the effective date of the SWRCB's action. The Parties shall review the Coordination Agreement for renewal, with or without amendment or modification, at each periodic evaluation or upon action by the SWRCB to designate all or part of the Subbasin as probationary.

## **SECTION 10 Modification and Termination**

### **Modification**

This Agreement shall be reviewed as part of each periodic assessment under 23 CCR § 356.4 and may be supplemented, amended, or modified only by the written agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

This Agreement may also be amended at any time by unanimous agreement of the Parties.

### **Withdrawal, Termination, Adding Parties**

A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon 30 days' written notice to the other Parties.

A new GSA or group of GSAs may be added as a Party to this Agreement if such entity or entities is submitting a GSP that will cover a non-overlapping portion of the Subbasin.

This Agreement may be terminated by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

## **SECTION 11 Dispute Resolution**

### **Procedures for Resolving Conflicts**

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty (30) days after such written notice, the disputing Parties shall attempt in good faith to resolve the dispute through informal means. If the disputing Parties cannot agree upon a resolution of the dispute within thirty (30) days from the provision of written notice specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared by the disputing Parties pursuant to their informal meet and confer process. The Subbasin Coordination Committee may issue a recommendation concerning resolution of the

dispute. If the disputing Parties cannot agree upon a resolution of the dispute following the input of the Subbasin Coordination Committee, the disputing Parties will meet and confer to determine if other alternative dispute resolution methods are agreeable, including voluntary non-binding mediation, which may include the DWR or SWRCB dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the disputing Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

### **Litigation**

In the event this section does not resolve a dispute (including a mutually agreeable settlement through informal negotiation or voluntary mediation), the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter. Nothing in this Agreement shall be used to limit one Party's ability to file litigation against another Party for the purpose of enforcing SGMA compliance or other matters related to groundwater.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

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**Attachment 1**

[Insert All GSAs]



**FOURTH AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
KERN NON-DISTRICTED LAND AUTHORITY**

THIS FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (**Agreement**) is made and effective on the last date executed (**Effective Date**) pursuant to the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*) by and among the public agencies listed on the attached **Exhibit A** (each, a **Member** and collectively, **Members**) providing for the Kern Non-Districted Land Authority (**Authority**) and setting the terms pursuant to which the Authority will operate.

**RECITALS**

**A.** Some of the Members previously entered into a Joint Exercise of Powers Agreement to form the Kern Groundwater Authority under the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*). The member agencies of the Kern Groundwater Authority, as they existed from time to time, have twice amended and restated their Joint Exercise of Powers Agreement. The Members now want to again amend and restate that agreement by this Agreement for the purposes described below as well as change the name of the joint powers authority to more accurately reflect its singular purpose.

**B.** Each of the General Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**SGMA**), duly organized and existing under and by virtue of the laws of the State of California, or an approved groundwater sustainability agency under SGMA, able to exercise powers related to groundwater management within its boundaries.

**C.** The Members, individually and collectively, have the goal of cost-effective, sustainable groundwater management in the Kern County Subbasin considering the interests and concerns of the Members and other stakeholders. As used in this Agreement, “**Kern County Subbasin**” means that basin as defined in Department of Water Resources Bulletin 118, as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722. The Kern County Subbasin is designated as a high-priority basin by the Department of Water Resources (**DWR**).

**D.** Water Code section 10735.2(a)(2) provides that the State Water Resources Control Board (**State Board**) may designate the Kern County Subbasin as a probationary basin if after January 31, 2020 none of the following have occurred:

1. A groundwater sustainability agency (**GSA**) has adopted a groundwater sustainability plan (**GSP**) for the entire Kern County Subbasin;
2. A collection of local agencies has adopted GSPs that collectively serve as a

GSP for the entire Kern County Subbasin; or

3. DWR has approved an alternative pursuant to Water Code section 10733.6.

E. No GSA within the Kern County Subbasin has adopted a GSP for the entire Kern County Subbasin nor has DWR approved an alternative pursuant to Water Code section 10733.6. However, the Members have, either individually or with others, adopted GSPs collectively serving as a GSP for the entire Kern County Subbasin.

F. Water Code section 10724(a) provides that, “[i]n the event that there is an area within a high- or medium-priority basin that is not within the management area of a [GSA], the county within which that unmanaged area lies will be presumed to be the [GSA] for that area.” The County of Kern declined to serve as the GSA for the unmanaged areas within the Kern County Subbasin.

G. The Kern County Water Agency (**KCWA**), having water management and supply responsibilities within the entire Kern County Subbasin, has previously agreed to provide the Authority, then known as the Kern Groundwater Authority (**KGA**), with KCWA’s jurisdictional authority over the Kern County Subbasin for the unmanaged areas lying outside the boundaries of any public agency with the required water management and supply responsibilities (**Non-districted Land**). The KGA or, in some cases, the County of Kern then entered into agreements with certain Members to enable those Members to include some Non-districted Land within their GSP or GSP chapter, as the case may be (**Outside Member Land**).

H. The intent of the Members is that the Authority will offer GSP coverage for Non-districted Land and, in some cases, offer regulatory authority to certain Members for Outside Member Land, through a grant of jurisdiction from KCWA, to maintain GSA and GSP coverage of the entire Kern County Subbasin and to avoid a probationary determination for the Kern County Subbasin by the State Board due to an adverse finding under Water Code section 10735.2(a)(2). The Members expressly intend that the Authority will *not* have the authority to limit or interfere with a Member’s rights and authorities under its GSP, what lands are included in a Member’s GSA or GSP, or over a Member’s own internal matters, including, but not limited to, a Member’s surface water supplies, groundwater supplies, projects, facilities, operations, and water management.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

## ARTICLE 1 DEFINITIONS

**1.1** “Associate Members” means those Members of the Authority identified on the attached **Exhibit A** as an Associate Member or later admitted as an Associate Member in accordance with the terms and provisions of this Agreement and consistent with SGMA that are not General Members. The Board of Directors may from time to time admit Associate Members on terms and conditions consistent with SGMA and as determined by the Board. Representatives of Associate Members may not serve on the Board and/or Board Committees. Likewise, while the Board of Directors welcomes their input, the representatives of Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be permitted in closed sessions of the Board of Directors, unless directed otherwise by the Board of Directors.

**1.2** “Board of Directors” or “Board” means the governing body of the Authority as established by Section 3.01 below.

**1.3** “General Member” means those Members of the Authority identified as General Members on the attached **Exhibit A** or later admitted as a General Member in accordance with the terms and provisions of this Agreement. A local agency as defined by SGMA may participate as a General Member on its own behalf or join with one or more agencies as a single General Member. Multiple agencies which elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member.

**1.4** “Jurisdictional Member” means the Kern County Water Agency. The Jurisdictional Member is not a General Member or an Associate Member of the Authority. The sole purpose of the Jurisdictional Member within the Authority is to provide the Authority with regulatory authority under SGMA for Non-districted Land, including Outside Member Land. The Jurisdictional Member will not have any obligation to fund the Authority or otherwise pay money to the Authority under Article 5 of this Agreement. The Jurisdictional Member has no seat or voting rights on the Board of Directors, no responsibility to draft a GSP or GSP chapter covering any Non-districted Land or Outside Member Land, or any other responsibility under this Agreement unless otherwise agreed in writing by the Jurisdictional Member.

**1.5** “Members” means the General Members, Associate Members, and Jurisdictional Member.

**1.6** “Special Activities” means activities that are consistent with the purpose of this Agreement, but undertaken by all or fewer than all the Members in the name of the Authority pursuant to Section 4.9 below.

**ARTICLE 2**  
**CREATION OF AUTHORITY**

**2.1 Creation of Authority.** There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).

**2.2 Purpose of the Authority.** The Authority intends, among other things, to adopt and implement a GSP or GSP chapter for Non-districted Land, and enter into agreements, as necessary and requested, with General Members to provide them with the required regulatory authority to include Outside Member Land in a General Member's GSP or GSP chapter. This includes continued implementation of the Authority's adopted GSP existing as of the Effective Date pending the Authority's adoption of any amended GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.

**2.3 Term.** This Agreement will become effective upon execution by all of the Members and will remain in effect unless earlier terminated pursuant to Section 4.10. Unless and until terminated, this Agreement shall remain in effect and be binding upon the Members, and upon all future Members, except as to any party which is terminated or withdraws from its participation in the Authority pursuant to Section 4.10.. The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon the County of Kern becoming the GSA for all Non-districted Land. In the event the State Board designates the Kern Subbasin as a probationary basin, this Agreement will remain in effect, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.

## ARTICLE 3

### POWERS

The Authority shall possess the power in its own name to exercise any and all common powers of its General Members reasonably related to the purpose of the Authority, including (1) making and entering into contracts with the Jurisdictional Member, General Member(s), Associate Member(s), and others as necessary to accomplish the Authority's purpose, (2) serving as a GSA, as well as developing, adopting and implementing a GSP or GSP chapter, for Non-districted Land, except Outside Member Land for which a General Member serves as a GSA, and (3) such other powers as are expressly set forth in the Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*), and may be exercised consistent with the purpose of the Authority. In the development and adoption of a GSP or GSP chapter, the Authority must reasonably consider the interests of owners of Non-districted Land who have historically extracted groundwater for use on those lands. The Authority will not oppose the inclusion of any Non-districted Lands in the GSA/GSP of any Member, as may be agreed upon a Member and Non-districted Landowner. For purposes of Government Code section 6509, and unless the Authority has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Cawelo Water District or, if Cawelo Water District ceases to be a General Member, another California water district that is a General Member of the Authority.

## ARTICLE 4

### INTERNAL ORGANIZATION

**4.1 Governing Body.** The Authority will be governed by a Board of Directors which is hereby established, and which shall be initially composed of representatives for each of the General Members and two representatives for owners of Non-districted Land. The Non-districted Land representatives will be appointed by the Board following recommendations(s) from Members or owners of Non-districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-districted Land. Without amending this Agreement, the Board of Directors composition will be altered from time to time to reflect the termination and/or admission of any new General Members.

**4.2 Directors.** Each General Member's governing board shall select a representative to serve as its representative on the Board. A Member may designate a representative to serve as its alternate Director. The role of each alternate Director is to assume the duties of the Director appointed by his/her Member agency in the event of the absence or unavailability of such Director, including the Director's duties as a member of any Committee established pursuant to Section 4.4

below. A Director and any alternate Director so named will continue to serve until his or her respective successor is appointed.

**4.3 Officers.** The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall also select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors from time to time and as necessary.

**4.4 Committees.** The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No committee or participant on such committee will have any authority to act on behalf of the Authority.

**4.5 Quorum.** Directors holding two-thirds of the voting power on the entire Board of Directors on a matter shall constitute a quorum for the transaction of Authority business, including any committee meetings. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

**4.6 Voting.** Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors. A Director (including a Director serving as a member of a committee) may vote on any matter or action even if (a) that would affect the Member represented by such Director, or (b) that would impact any land or landowners within the boundaries of the Member represented by such Director or Outside Member Land managed in whole or in part by such Member.

**4.7 Affirmative Decisions of the Board of Directors.** Except as otherwise provided in this Agreement, all decisions of the Board of Directors require the affirmative vote of 75 percent of the total number of Directors on the Board present and voting. Notwithstanding the foregoing, any approval or amendment to the Authority's GSP shall require the affirmative vote of 100 percent of the Directors on the Board.

**4.8 Meetings.** Meetings of the Board of Directors and any committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act (Govt. Code, §§ 54950, *et seq.*)

**4.9 Special Activities.** With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members

to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities, or obligations attributable to such Special Activity.

(a) **Continued Administration of Existing Grants.** As a first Special Activity, which will not be subject to approval by the Board of Directors, the Members agree the Authority may continue to administer grants awarded to the Authority prior to the Effective Date in the same fashion as those grants have historically been administered by the Authority. However, this agreed Special Activity for administration of existing grants may not serve as a precedent for administration by the Authority of any future grants as those must be the subject of an additional Special Activity and Board approval.

#### 4.10 **Admission, Withdrawal, and Termination of Members.**

(a) Additional parties may join in this Agreement and become Members or Associate Members upon the approval of the entire Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any other terms and conditions established by the Board of Directors.

(b) A Member may withdraw from the Agreement by providing 180 days notice to the Executive Director and all current Members. Withdrawal does not affect, alleviate, or otherwise terminate any financial obligations made prior to notice of withdrawal while a Member, including payment of budget obligations approved while still a Member.

(c) A Member may be terminated by a 75 percent vote of the Directors representing Members not subject to the termination vote if such Member is then in breach of this Agreement and the breach is identified in the vote of the Board of Directors. Upon termination, the breaching Member shall no longer be a Member of the Authority; provided, that such termination shall become effective no earlier than 90 days after such vote of the Board of Directors and shall only be effective if the breach identified in the vote of the Board of Directors has not been cured by the effective date for the termination.

- (d) The terminated Member will also be entitled to copies of all non-confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's termination.
- (e) A Member's withdrawal under Section 4.10(b) or termination under Section 4.10(c) shall not otherwise affect the Agreement or the Authority's ability to operate under this Agreement without the terminated or withdrawn Member,.

## **ARTICLE 5 FINANCIAL PROVISIONS**

**5.1 Fiscal Year.** The fiscal year of the Authority shall be from January 1 through December 31 of each calendar year (**Fiscal Year**).

**5.2 Funds; Accounts.** An outside certified public accountant shall serve as the fiscal agent and Treasurer of the Authority unless otherwise determined by the entire Board of Directors. The fiscal agent shall be responsible for all money of the Authority from whatever source. The Board of Directors may compensate the fiscal agent for services rendered.

(a) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(b) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code. All costs associated with this Audit will be the full responsibility of the Authority.

**5.3 Property; Bonds.** The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 5.3 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

**5.4 Budget.** By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 5.5 below, the Authority shall not impose assessments or other charges on Members. Notwithstanding the foregoing, by its execution of this Agreement, each Member confirms that it has authorized its Director and any alternate Director to approve or disapprove actions and expenditures by the Authority over and above the approved annual budget of the Authority for a Fiscal Year that do not create a fiscal obligation greater than \$5,000 on such Member without further action of such Member.

**5.5 Payments to the Authority.**

(a) Except as otherwise provided, all fees, costs and expenses incurred by the

Authority for general administrative services, such as legal, preparation of audits, and other general administrative functions, and activities related to development and implementation of a GSP for Non-districted Land covered by the Authority's GSP or GSP chapter shall be funded (i) from permissible contributions from or charges to third parties, including landowners within the Non-districted Land covered by the Authority's GSP or GSP chapter and (ii) assessments on the Members and Associate Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all General Members and Associate Members, as shown on the attached **Exhibit A**. Members that were not Members of the Authority prior to the Effective Date (i.e., Members joining the Authority through execution of this Agreement) shall not be obligated to pay assessments to the Authority for any of the debts, liabilities or obligations of the Authority incurred prior to the Effective Date, unless expressly assumed in writing.

(b) No Member or Associate Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the annual budget (i.e., general administrative services, such as legal, preparation of audits, and other general administrative functions) of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing.

**5.6 Liability For Debts.** The Members do not intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in under Government Code section 895.2, as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability, as shown on the then-current attached **Exhibit A**.

**5.7 SGMA-Related Expenses Incurred by Members.** Expenses incurred by a Member or Associate Member, or group of Members, for SGMA implementation within its or their boundaries shall be borne solely by that Member, Associate Member, or group of Members. Neither the Authority nor its other Members shall be liable for those expenses.

**5.8 Separate Entity; Property.** In accordance with Government Code sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

**5.9 Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.**

(a) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus funds on hand, such surplus money shall be returned to the payors of the subject surplus funds. The distribution of said surplus to Members and Associate Members shall be proportionate to the current year percentages as shown in the attached **Exhibit A**, or as modified after the inclusion of new Members.

(b) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Members and the sale shall be at the Authority's actual cost unless otherwise required by law. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

## **ARTICLE 6 MANAGEMENT**

The Authority may, by contract, hire for management services to the Authority. In lieu of that hiring, the Authority may engage one or more staff members from the Members, with the consent of that Member, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any staff member so engaged shall remain the employee of the Member employing him or her, and that Member shall be solely responsible for the staff member's compensation.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**7.1 Amendment.** This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained..

**7.2 Severability and Validity of Agreement.** If the participation of any party to this Agreement, or any part, term or provision of this Agreement is decided by a Court or the Legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

**7.3 Assignment.** Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the

terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

**7.4 Execution in Parts or Counterparts.** This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.

**7.5 Notices.** Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on the attached **Exhibit A**, or to such other changed addresses communicated to the Authority and the Members in writing, and to such other entities that become Members.

**7.6 Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the parties. There are no representations, warranties, covenants or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

**7.7 Interpretation.** The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. Whenever the words “include,” “includes,” and “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No provision of this Agreement shall be construed to require any person to take any action that would violate any applicable law, rule, or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth on the attached **Exhibit A**.

**RESOLUTION NO. 25-05**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF WEST KERN WATER DISTRICT  
APPOINTING AN AUDITOR  
RESCINDING RESOLUTION 06-01**

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**WHEREAS**, by Resolution No. 06-01, the Board of Directors (Board) of West Kern Water District (District) appointed Sanjay Kapoor as Auditor for the District; and

**WHEREAS**, the Board desires to rescind Resolution No. 06-01 and consequently, the appointment of Sanjay Kapoor as Auditor for the District; and

**WHEREAS**, in accordance with Water Code, section 30544, the District desires to retain an outside accountancy firm to conduct an annual audit of the District's financials (e.g., books, records, and other financial affairs), thereby eliminating the need for an internal auditor.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of West Kern Water District, as follows:

- A. Resolution No. 06-01 is hereby rescinded in its entirety, and consequently the appointment of Sanjay Kapoor as the Auditor for the West Kern Water District is rescinded.
- B. To fulfill the role of auditor for the West Kern Water District, the District shall retain an independent contractor or other outside party with experience in financial management and auditing.

All the foregoing being upon the motion of Director, seconded by Director and carried by the following vote:

AYES:       None

NOES:       None

ABSENT:     None

ABSTAIN:   None

**ADOPTED, SIGNED, AND APPROVED** this 26<sup>th</sup> day of August, 2025.

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**SCOTT D. NIBLETT,**  
President of the Board of  
Directors of the West Kern  
Water District

**SECRETARY'S CERTIFICATE**

I, **Greg A. Hammett** , being the appointed secretary of the **West Kern Water District**, do hereby certify that the above and foregoing **Resolution No. 25-05** was duly adopted by the Board of Directors of said District at a legally convened meeting of said Board held on the **26th day of August , 2025**, that the above and foregoing is a full, true, and correct copy of **Resolution No. 25-05**, and that the same has not been amended or repealed.

ATTEST:

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**GREG A. HAMMETT,**  
Secretary of the Board of  
Directors of the West Kern  
Water District

(SEAL)

**FACILITIES COMMITTEE SUMMARY REPORT  
FOR THE  
REGULAR BOARD MEETING OF  
AUGUST 26, 2025**

**MEMBERS:**

Barry Jameson  
Scott Niblett

**DATE OF MEETING:**

August 20, 2025

**STAFF ATTENDING:**

Tina Leikam	John Stuntebeck	Wendy Adams-Rosenberger
Zak Crabb	Greg Hammett	

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. **Discussion and Appropriate Action Regarding:  
Operations Department Review**

**END OF CONSENT AGENDA**

**ITEMS OF DISCUSSION**

1. **Discussion and Appropriate Action Regarding:  
Berry Petroleum Company, LLC  
District Agreement No. 7 & 9**
2. **Discussion and Appropriate Action Regarding:  
District Public Access Improvements for Parking and Path of Travel,  
Job #25-9000 – Contract with Inland Architects**
3. **Discussion and Appropriate Action Regarding:  
Electric Vehicle Charging Station Improvements,  
Job #25-5000 – Contract with Electrical Power Systems Inc.**
4. **Discussion and Appropriate Action Regarding:  
25 Hill Tank No. 2 Rehabilitation,  
Job #26-3200, Request to Seek Bids**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**        **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    i.        **Discussion and Appropriate Action Regarding:  
Operations Department Review**

**BACKGROUND INFORMATION:**

Attached for Board information is the Operations Department Activity Report for current projects.

**STAFF RECOMMENDATIONS:**

**JUSTIFICATION:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

_____	Recommend Board Approval
_____	NO (Rejected)
_____	Full Board to Review
<u>  X  </u>	Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Information Item

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**STAFF REPORT**  
**Operations Department**

**DATE:** August 8, 2025

**TO:** Facilities Development Committee

**FROM:** Operations Staff

**RE:** District Testing, Sampling & Reporting Requirements and Operations Department Activity / Project Status

The following is the status of District Testing or Sampling/Reporting Requirements, Projects, Engineering, Transmission & Distribution, Field Services, and Production Group activities for August 1, 2025, through August 31, 2025.

**August Testing, Sampling/Reporting Requirements:**

**Water Quality Testing:**

- **Arsenic Sample**  
Station A  
All Wells
- **Bacteriological Status**  
Station A  
All Wells  
Distribution System

**September Testing, Sampling/Reporting Requirements:**

**Water Quality Testing:**

- **Arsenic Sample**  
Station A  
All Wells
- **Bacteriological Status**  
Station A  
All Wells  
Distribution System

**PROJECTS**

**CONTRACT**

**Job #26-6200 Removal and Inspection of Well NW-2 The scope of this job is to remove the pump/equipment and inspect the well.**

South Valley Companies was awarded the bid, and the job will begin in mid-to-late August.

Expended Year to Date: \$  
Budget: \$175,000  
Inspection: John Stuntebeck  
Construction Crew: South Valley Companies, Inc.

**Job 25-7201 Flume Water Data Collection for DWR Study The scope of work is for WKWD to partner with Flume Water and DWR to study indoor residential water use. Customers who participate receive a free Flume device to capture detailed water usage.** As of June 10, 2025, twenty-five (25) customers participated in the program. Flume Water provided Staff with a survey link to disburse to our residents. The link text has been inserted on the billing statements and yearly Consumer Confidence Report (CCR) and posted to the District's website and social media platforms. The survey will conclude August 31, 2025. No change.

Expended Year to Date: \$ 900  
Budget: \$ 0  
Inspection: Taylor Miller  
Construction Crew: Flume Water

**Job 25-9000 Architectural Professional Services – Potential Office lot Improvements The scope of this job is to meet with staff to prepare a final scope of work, conduct necessary inspections of existing facility. Prepare Schematic/Sketch of proposed improvements.** Requesting Board to approve contracting with Inlands Architects for a not to exceed amount of \$15,000 for design, plans and specifications stamped and signed for review by governing agencies, permits and final approved construction drawings. The Gordian proposal was received and reviewed and found to be within \$995 of the Contractors proposal #P24-0098 received December 11, 2024. Final plans, scope adjustments if any and proposed contract with Vortex Construction planned for September Board Meeting.

Expended Year to Date: \$ 8,317  
Budget 24/25 GL 10-53-5210: \$ 2,000  
Inspection: Troy Turley  
Construction Crew: Inland Architects

**Job #24-9400 SCADA Radio Replacement The scope of this job is to purchase, install and program a portion of the District's SCADA Communication Radios.** Staff purchased a few spare radios and will continue to stock up on the existing equipment while it is still available.

Expended Year to Date: \$ 0  
Expended FY 23/24: \$ 3,130  
Prod CIP #3 24/25 Budget: \$216,019  
Inspection: John Stuntebeck  
Construction Crew: Applied Technology

## IN-HOUSE

**Job #24-1301 2.5" Line Replacement** The scope of this job is to replace 2,800' of 2.5" line on the North side of Hwy 119 with 8" C-900 pipe. As of March 30, 2024, all C-900 pipe, and service line material has been delivered to Station C storage yard. Requests for quotes have been received, and these quotes were used to prepare the job to be rolled over into 2024/2025 budget year. District Staff has filed a notice of exception with the county clerk's office in preparation for the encroachment permit application and District Staff has prepared and filed for a State (Caltrans) encroachment permit on July 23, 2024. On November 25, 2024, District Staff received an email from Cal-Trans permits office requesting an update to the submitted plans. On June 17<sup>th</sup>, District personnel received a call from State Cal-Trans inspector Rolando Licea, stating that they no longer receive plan changes over e-mail we will need to resubmit our application through the Cal-Trans portal. West Kern crews have completed positive ID and the revisions have been made on the construction plans.

Expended Year to Date: \$59,031  
T&D CIP #2 25/26 Budget: \$41,867  
Inspection: Zak Crabb  
Construction Crew: Chris Havens, Lusiano Pina, Charlie Coleman, Brad Cash, Curtis Kincaid, Chance Martin, Kort Bravo.

### **Job #26-1200 Pipeline Installation - Terrace Drive to Sage St. Loop two dead ends.**

The scope of this job is to install 320' of 8" C-900 plastic pipeline in dirt right of way from 100 block of Terrace Drive to the 100 block of Sage St. As of August 31<sup>st</sup>, all 320' of 8" C-900 pipe has been installed. Crews chlorinated the new pipeline to 80 PPM and conducted flushing as required. On July 28, 2025, a bacteriological sample was collected at the connection point on Sage Street, with testing performed by BSK. The final tie-in near Sage Street is scheduled for the week of August 4, 2025.

Expended Year to Date: \$16,339  
T&D CIP #2 25/26 Budget: \$21,429.86  
Inspection: Zak Crabb  
Construction Crew: Charlie Coleman, Brad Cash, Bobby Withey, Mike Black

## **TRANSMISSION & DISTRIBUTION GROUP**

### **Leaks Repaired**

35 leaks were repaired, 19 on Transmission mains, 10 on Distribution lines, and 6 on Services.

**Detail of Various Leaks**

<b>Date</b>	<b>Location</b>	<b>Cause</b>	<b>Water Loss (Gal)</b>
7/1/2025	204 Naylor Ave.	Material Defect Damage	500
7/1/2025	330 Lierly Ave.	External Corrosion	40,000
7/2/2025	318 Montview Ave.	External Corrosion	10,000
7/7/2025	Line 103, Fellows	External Corrosion	80,000
7/7/2025	Hwy 166 and Short Rd.	Mechanical Damage	10,000
7/8/2025	Lateral 1, Taft	External Corrosion	22,500
7/8/2025	1st St btwn C St. and D St.	External Corrosion	200
7/14/2025	510 Fillmore St.	Material Defect Damage	3,000
7/15/2025	28178 Cosworth Ave.	Material Defect Damage	5,000
7/15/2025	800 Kern St.	Material Defect Damage	3,000
7/19/2025	Line 103, Fellows	External Corrosion	10,000
7/20/2025	405 Taylor St.	External Corrosion	20,000
7/22/2025	Line 103, Fellows	External Corrosion	30,000
7/22/2025	304 Van Buren St.	External Corrosion	8,000
7/22/2025	Line 103, Fellows	External Corrosion	10,000
7/22/2025	509 Harrison St.	External Corrosion	2,500
7/22/2025	Line 106, Maricopa	External Corrosion	100,000
7/22/2025	Line 106, Maricopa	External Corrosion	150
7/23/2025	304 Van Buren St.	External Corrosion	10,000
7/23/2025	Line 204, McKittrick	External Corrosion	8,000
7/23/2025	137 Oak St.	External Corrosion	100
7/24/2025	Line 114, Taft	External Corrosion	8,000
7/24/2025	Line 103A, Derby Acres	External Corrosion	40,000
7/28/2025	300 Blk btwn Van Buren & Jacks	External Corrosion	2,500
7/28/2025	115 Wood St.	External Corrosion	5,000
7/29/2025	Line 109, Taft	External Corrosion	75,000
7/29/2025	Line 114, Taft	External Corrosion	5,000
7/30/2025	Line 103, Fellows	External Corrosion	60,000
7/30/2025	Line 109, Taft	External Corrosion	25,000
7/30/2025	302 Eastern Ave.	External Corrosion	1,500
7/30/2025	310 Amber St.	Material Defect Damage	1,000
7/30/2025	27574 Cypress St.	Material Defect Damage	200
7/30/2025	Line 104, Fellows	External Corrosion	2,000
7/31/2025	Line 109, Taft	External Corrosion	2,000
7/31/2025	Short Rd, Sentinel Peak	Material Defect Damage	50,000
		<b>Total Gallons Lost</b>	<b>650,150</b>

**FIELD SERVICES GROUP****Flushing Program**

67,320 gallons were flushed from 7 locations during the month of July.

**Estimated water lost due to flushing:**

Estimated gallons and cubic feet for water lost during flushing procedures and leaks in various locations: **Month of July 2025**

District Flushing:	67,320 gal	9,000 cu ft
Misc. non-revenue water loss	137,024 gal	18,319 cu ft
Leaks in var. locations:	650,150 gal	86,918 cu ft
Total est. water loss:	854,494 gal	114,237 cu ft
	2.62 AF	

**USA Reports**

Month	Number of Tickets Received	Number of Days Worked Per Month	Average Number of Tickets Worked per Day
January	1,119	22	51
February	1,086	20	54
March	1,538	21	73
April	1,017	22	46
May	979	21	47
June	871	21	41
July	1,004	22	45
August			
September			
October			
November			
December			
Annual Total	7,614	21	51

**Cross Connection Program**

**Month of July:**

New Devices	0
Total Tests Sent	21
Total Tests Received	32
Repairs	11
Devices Replaced	0
Hazard Assessments	0
Investigations	0

**PRODUCTION GROUP**

Total Water Production for the month of July:	1,243 ac. ft.
Total Water Production for the month of June:	1,094 ac. ft.
Pumping cost for the month of June:	\$174462
Pumping cost per acre foot:	\$159

**North & South Solar Project**

The Solar Project began generating energy in May 2013. As of **July 2025**, the Solar Project generated **103,978 Megawatt-hours (MWh) of energy.**

**PG&E Monthly Net Energy Metering (NEM) Statement**

**NRRP Well Field**

<u>Service Month</u> True-Up	<u>NW1</u> May	<u>NW2</u> May	<u>NW3</u> May	<u>NW4</u> May	<u>NW5</u> May
<b>Jun-25</b>	(\$43,247.50)	(\$47,589.10)	(\$30,811.30)	(\$42,692.00)	(\$47,343.21)
<b>Jul-25</b>	(\$64,768.39)	(\$22,106.02)	(\$32,345.24)	(\$46,781.65)	(\$69,470.19)
<b>Aug-25</b>	(\$8,423.07)	(\$39,589.15)	(\$54,453.45)	(\$50,632.17)	(\$38,437.58)
<b>Sep-25</b>					
<b>Oct-25</b>					
<b>Nov-25</b>					
<b>Dec-25</b>					
<b>Jan-26</b>					
<b>Feb-26</b>					
<b>Mar-26</b>					
<b>Apr-26</b>					
<b>May-26</b>					
<b>True-Up Cumulative PG&amp;E NEM</b>	(\$108,015.89)	(\$47,589.10)	(\$30,811.30)	(\$42,692.00)	(\$47,343.21)

**SRRP Well Field**

<u>Service Month</u> True-Up Month	<u>WELL 6-02</u> June	<u>WELL 6-06</u> May	<u>WELL 7-01R</u> November	<u>WELL 7-02</u> May
<b>Nov-24</b>			\$6,219.25	
<b>Dec-24</b>			\$3,951.45	
<b>Jan-25</b>			(\$18,815.99)	
<b>Feb-25</b>			(\$27,247.46)	
<b>Mar-25</b>			(26,080.67)	
<b>Apr-25</b>			(\$32,925.98)	
<b>May-25</b>			(\$37,704.71)	
<b>Jun-25</b>		(\$44,803.85)	\$26,528.99	(\$50,009.24)
<b>Jul-25</b>	(\$52,973.84)	(\$32,842.90)	\$84,079.80	(\$35,266.59)
<b>Aug-25</b>				
<b>Sep-25</b>				
<b>Oct-25</b>				
<b>True-Up* Cumulative PG&amp;E NEM</b>		(\$44,803.85)	(\$21,995.32)	(\$50,009.24)

**PLEASE NOTE:** A monthly production history chart, flow report and a solar net benefit chart of all nine sites have been provided for your information. Also, included is a chart showing a breakdown of fuel cost throughout the year as well as the monthly Bacteriological Status chart.

**Stations and Wells  
Electric & Natural Gas  
BUDGET YEAR 2024-25**

PG&E Electric	ELECTRICITY EXPENSE 10-52-5500 BUDGET ACTUAL	PG&E		Transmission & Sta D. Natural Gas	Natural Gas	Total Gas	NATURAL GAS EXPENSE 10-52-5510 BUDGET ACTUAL	GRAND TOTAL GAS/ELECT
		Natural Gas	So. Cal. Gas					
	\$480,000						\$3,034,722	
Jul-24	\$52,818	\$24,382	\$115,545	\$87,166	\$87,166	\$227,093	\$2,807,629	\$279,911
Aug-24	\$53,664	\$26,527	\$105,288	\$87,199	\$87,199	\$219,015	\$2,588,614	\$272,679
Sep-24	\$37,428	\$22,376	\$91,042	\$47,024	\$47,024	\$160,442	\$2,428,173	\$197,870
Oct-24	\$30,687	\$20,027	\$87,036	\$57,444	\$57,444	\$164,507	\$2,263,665	\$195,194
Nov-24	\$19,992	\$25,092	\$74,946	\$64,887	\$64,887	\$164,924	\$2,098,741	\$184,916
Dec-24	\$20,068	\$21,700	\$72,441	\$74,173	\$74,173	\$168,314	\$1,930,427	\$188,383
Jan-25	\$31,064	\$22,589	\$41,778	\$45,451	\$45,451	\$109,817	\$1,820,610	\$140,881
Feb-25	\$19,701	\$24,597	\$40,703	\$33,806	\$33,806	\$99,106	\$1,721,504	\$118,807
Mar-25	\$19,003	\$20,458	\$45,308	\$37,034	\$37,034	\$102,799	\$1,618,705	\$121,802
Apr-25	\$20,054	\$19,380	\$50,505	\$28,972	\$28,972	\$98,857	\$1,519,848	\$118,911
May-25	\$19,479	\$23,126	\$70,100	\$40,021	\$40,021	\$133,248	\$1,386,601	\$152,726
Jun-25	\$29,655	\$18,221	\$73,502	\$53,084	\$53,084	\$144,808	\$1,241,793	\$174,462
<b>Total</b>	<b>\$353,612</b>	<b>\$268,474</b>	<b>\$868,194</b>	<b>\$656,261</b>	<b>\$656,261</b>	<b>\$1,792,929</b>	<b>\$1,241,793</b>	<b>\$2,146,541</b>

NOTE: This spreadsheet reflects the month that the elect/gas was used.

WEST KERN WATER DISTRICT PRODUCTION HISTORY/DISTRIBUTION SYSTEM

REV 8/11/2025

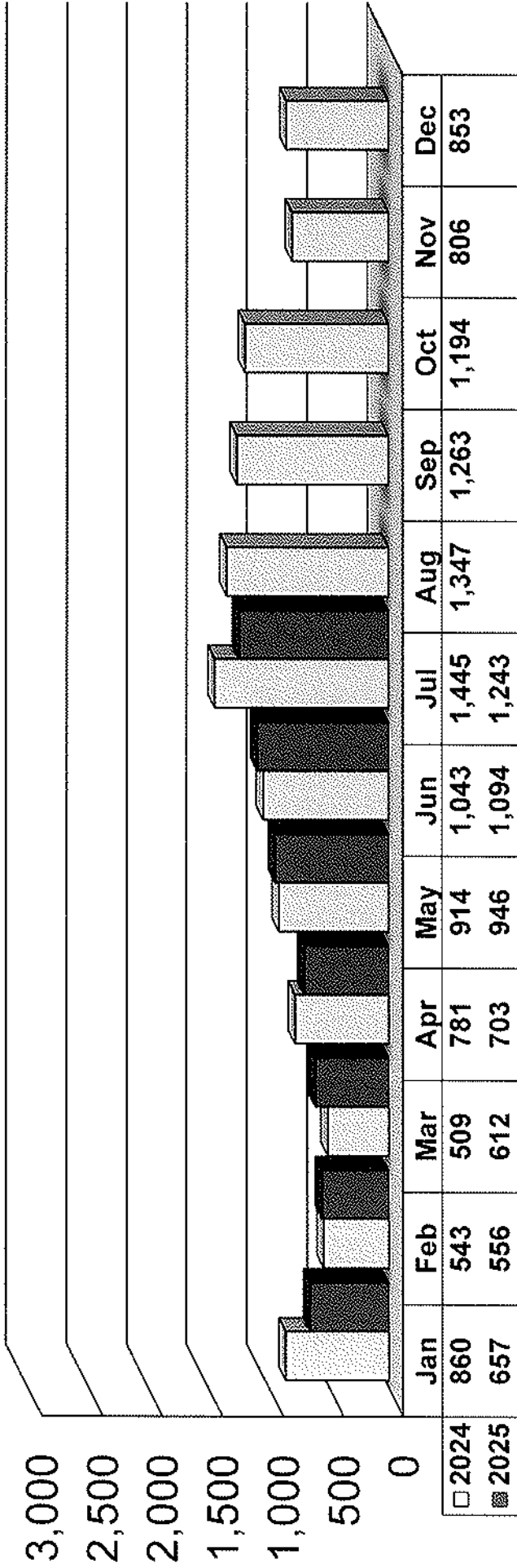
	GALLONS 2014/2015	ACRE FT.	GALLONS 2015/2016	ACRE FT.	GALLONS 2016/2017	ACRE FT.	GALLONS 2017/2018	ACRE FT.
JUL	591,817,103	1816.22	513,889,837	1,577.07	568,978,816	1746.13	573,426,073	1759.78
AUG	612,762,806	1880.50	519,103,453	1,593.07	565,092,864	1734.21	555,246,101	1703.99
SEP	518,474,560	1591.14	520,331,911	1,596.84	503,366,144	1544.77	462,325,280	1418.82
OCT	499,949,931	1534.29	488,255,138	1,498.40	467,419,808	1434.46	466,599,790	1431.94
NOV	374,015,036	1147.81	391,327,500	1,200.94	369,580,204	1134.20	442,799,640	1358.90
DEC	330,904,949	1015.51	384,875,650	1,181.14	343,591,776	1022.52	383,656,967	1177.40
JAN	350,185,728	1074.68	359,853,552	1,104.35	318,362,944	977.02	303,037,470	929.99
FEB	250,598,272	769.06	306,616,015	940.97	244,021,888	748.88	313,335,480	961.59
MAR	293,933,895	902.05	373,047,259	1,144.84	303,494,272	931.39	363,551,961	1115.70
APR	310,594,656	953.18	430,533,892	1,321.26	345,799,680	1061.22	384,959,100	1181.40
MAY	366,953,845	1126.14	488,326,826	1,498.62	408,867,456	1254.77	463,642,270	1422.87
JUN	466,676,236	1432.18	545,597,312	1,674.38	510,820,320	1567.65	499,502,840	1532.92
Total	4,966,867,017	15242.76	5,321,758,345	16331.88	4,949,396,172	15157.22	5,212,082,972	15995.30

	GALLONS 2018/2019	ACRE FT.	GALLONS 2019/2020	ACRE FT.	GALLONS 2020/2021	ACRE FT.	GALLONS 2021/2022	ACRE FT.
JUL	588,974,970	1807.50	595,101,681	1826.30	577,808,060	1773.23	538,820,697	1653.58
AUG	495,344,710	1520.16	637,680,631	1956.97	543,297,889	1667.32	507,900,695	1558.69
SEP	514,611,720	1579.29	513,834,442	1576.90	512,312,718	1572.23	469,860,849	1441.95
OCT	449,510,170	1379.50	483,422,768	1483.57	491,617,921	1508.72	399,921,060	1227.31
NOV	412,646,430	1266.37	387,988,570	1190.69	358,729,366	1100.90	323,987,132	994.28
DEC	347,947,500	1067.81	379,417,070	1164.39	357,403,152	1096.83	309,476,987	949.75
JAN	356,706,340	1094.69	340,862,956	1046.07	311,321,304	955.41	260,573,269	799.67
FEB	254,680,010	781.58	334,547,400	1026.69	258,627,939	793.70	280,425,370	860.59
MAR	301,852,600	926.35	266,415,778	817.60	324,938,617	997.20	281,212,672	863.01
APR	320,059,160	982.23	346,878,165	1064.53	326,743,832	1002.74	332,514,653	1020.45
MAY	392,613,780	1204.89	403,911,866	1239.56	429,015,427	1316.60	407,525,553	1250.65
JUN	423,308,790	1299.09	488,861,160	1500.26	494,195,402	1516.63	438,608,480	1346.04
Total	4,858,256,180	14909.46	5,178,922,487	15893.53	4,986,011,626	15301.51	4,550,827,418	13965.97

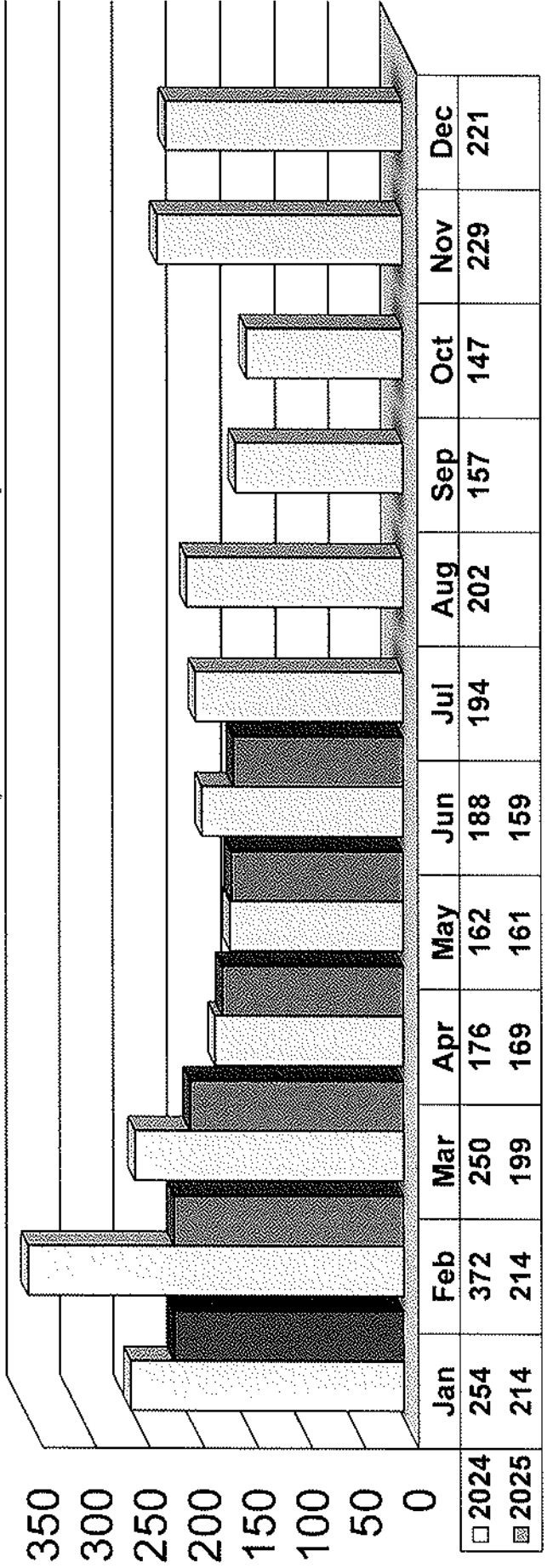
	GALLONS 2022/2023	ACRE FT.	GALLONS 2023/24	ACRE FT.	GALLONS 2024/2025	ACRE FT.	GALLONS 2025/2026	ACRE FT.
JUL	505,388,384	1550.98	493,136,386	1513.38	470,763,457	1444.72	404,395,810	1241.05
AUG	513,484,430	1575.83	462,637,790	1419.78	438,292,720	1345.07		
SEP	462,357,480	1419.12	399,245,679	1225.24	411,646,730	1263.30		
OCT	422,169,297	1295.59	424,922,738	1304.04	388,925,359	1193.57		
NOV	317,121,452	973.21	318,444,407	977.27	255,910,500	785.36		
DEC	307,398,290	903.65	299,463,325	919.02	277,826,380	852.62		
JAN	267,358,990	820.49	278,674,292	855.22	214,168,830	657.26		
FEB	245,209,395	752.52	176,474,385	541.58	181,317,030	556.44		
MAR	221,148,557	678.68	164,854,538	505.92	195,087,320	598.70		
APR	318,488,900	977.41	249,631,193	766.09	227,078,260	696.88		
MAY	363,117,170	1124.58	297,902,760	914.23	308,020,020	945.28		
JUN	393,181,700	1207.10	335,911,640	1030.87	356,473,830	1093.98		
Total	4,336,424,044	13279.16	3,901,299,133	11972.64	3,725,510,436	11433.18	404,395,810	1241.05

# West Kern Water District

## Production History



## Cost per Acre Foot History





Month	LA PALOMA (LP)				SUNRISE (SR)			
	Max. Cap.	Average	Peak	% of Max Capacity	Max. Cap.	Average	Peak	% of Max Capacity
Jan	1,517,692	2,972,776	2,972,776	20%	298,848	2,650,164	2,650,164	53%
Feb	1,199,437	2,344,756	2,344,756	23%	0	0	0	0%
Mar	1,040,895	2,192,762	2,192,762	21%	60	1,870	1,870	0%
Apr	949,444	2,111,903	2,111,903	20%	152,233	997,682	997,682	20%
May	1,080,694	3,245,497	3,245,497	31%	1,306,689	2,297,856	2,297,856	46%
Jun	644,963	2,302,494	2,302,494	22%	1,193,606	2,221,261	2,221,261	44%
Jul	998,307	3,785,328	3,785,328	37%	1,711,529	2,552,550	2,552,550	51%
Aug				0%				0%
Sep				0%				0%
Oct				0%				0%
Nov				0%				0%
Dec				0%				0%

### Cost/Savings (\$) by Bill Date



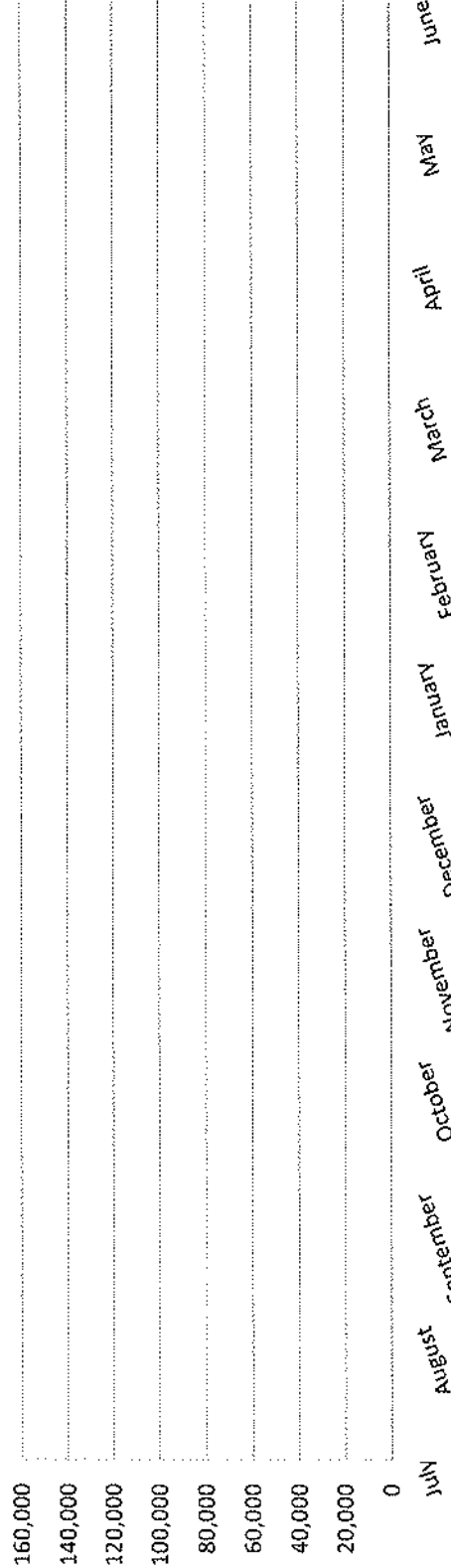
Net Cost kWh 1  
 Cost Without Solar kWh 2

System	6-02 - NEM Year 12
Start Date	6/23/2025
End Date	7/22/2025
Net Cost kWh 1	(\$52,949.00)
Cost Without Solar kWh 2	\$12,920.00
<b>Total</b>	<b>-\$52,949.00</b>
	<b>\$12,920.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date

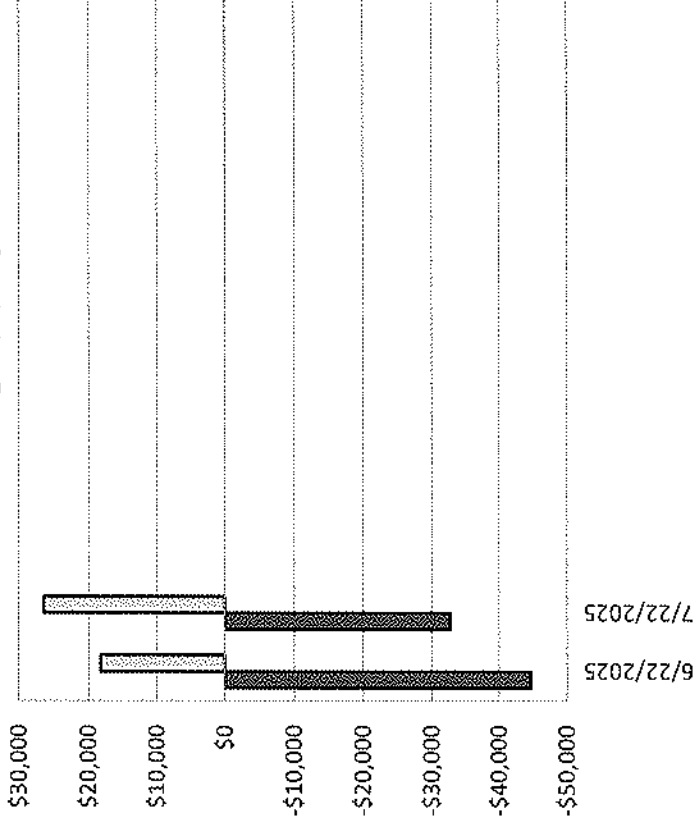


Solar Generation kWh  
 Grid Usage kWh

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date

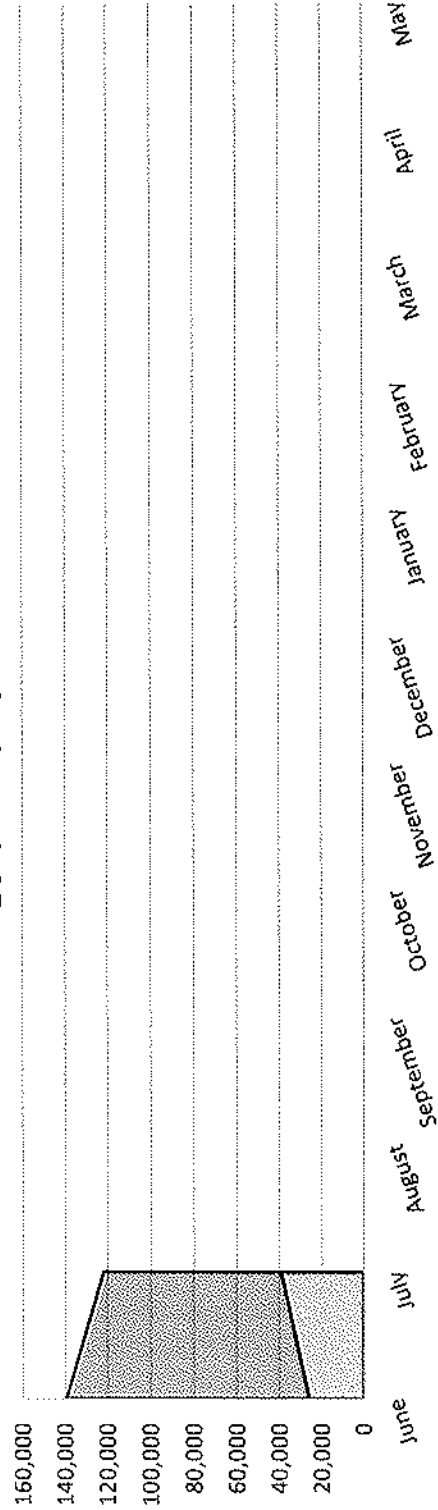


Net Cost kWh

System	6-06 - NEM Year 12		
Start Date	End Date	Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
5/21/2025	6/22/2025	(\$44,777.00)	\$18,221.00
6/23/2025	7/22/2025	(\$32,818.00)	\$26,422.00
<b>Total</b>		<b>-\$77,595.00</b>	<b>\$44,643.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date



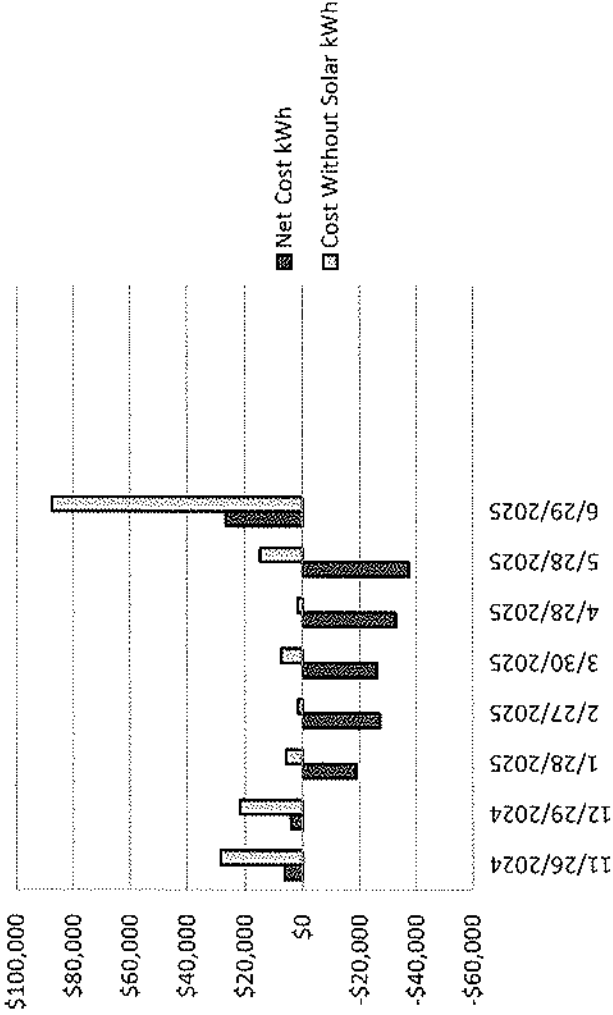
Solar Generation kWh  
 Grid Usage kWh

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

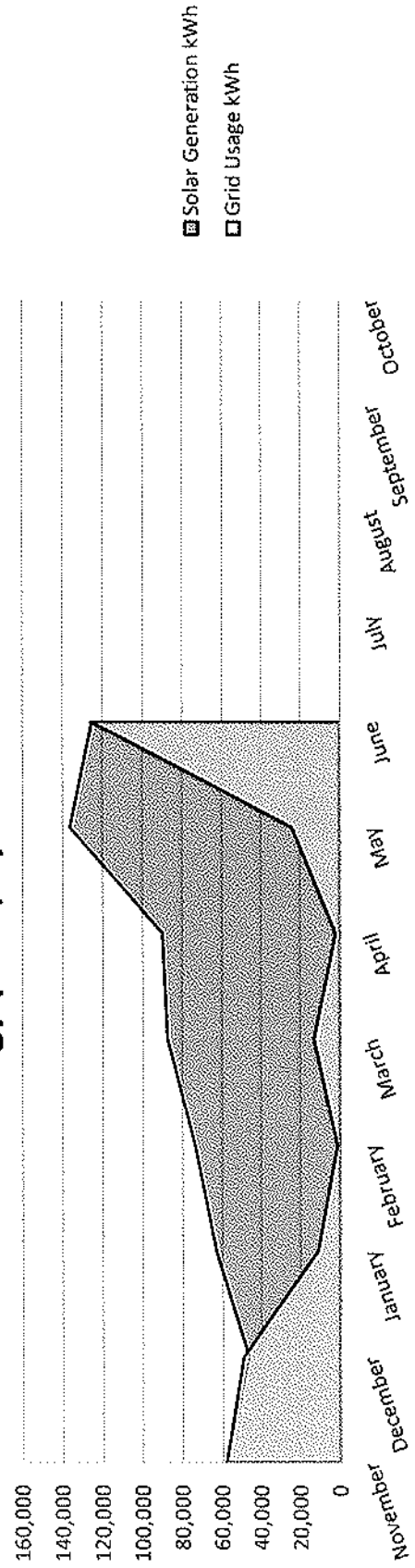
# Cost/Savings (\$) by Bill Date

Vista

System		7-01R - NEM Year 11	
Start Date	End Date	Net Cost With Solar kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
10/29/2024	11/26/2024	\$6,243.00	\$28,333.00
11/27/2024	12/29/2024	\$3,979.00	\$21,589.00
12/30/2024	1/28/2025	(\$18,791.00)	\$5,612.00
1/29/2025	2/27/2025	-\$27,223.00	\$1,406.00
2/28/2025	3/30/2025	(\$26,055.00)	\$7,305.00
3/31/2025	4/28/2025	(\$32,902.00)	\$1,535.00
4/29/2025	5/28/2025	(\$37,680.00)	\$14,672.00
5/29/2025	6/29/2025	\$26,555.00	\$87,471.00
<b>Total</b>		<b>-\$105,874.00</b>	<b>\$167,923.00</b>

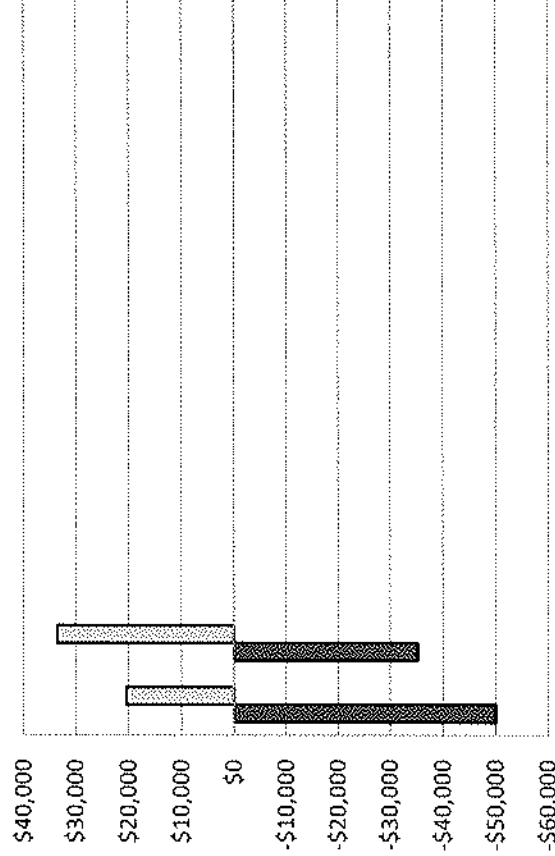


# Energy (kWh) by Bill Date



1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.  
 3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date

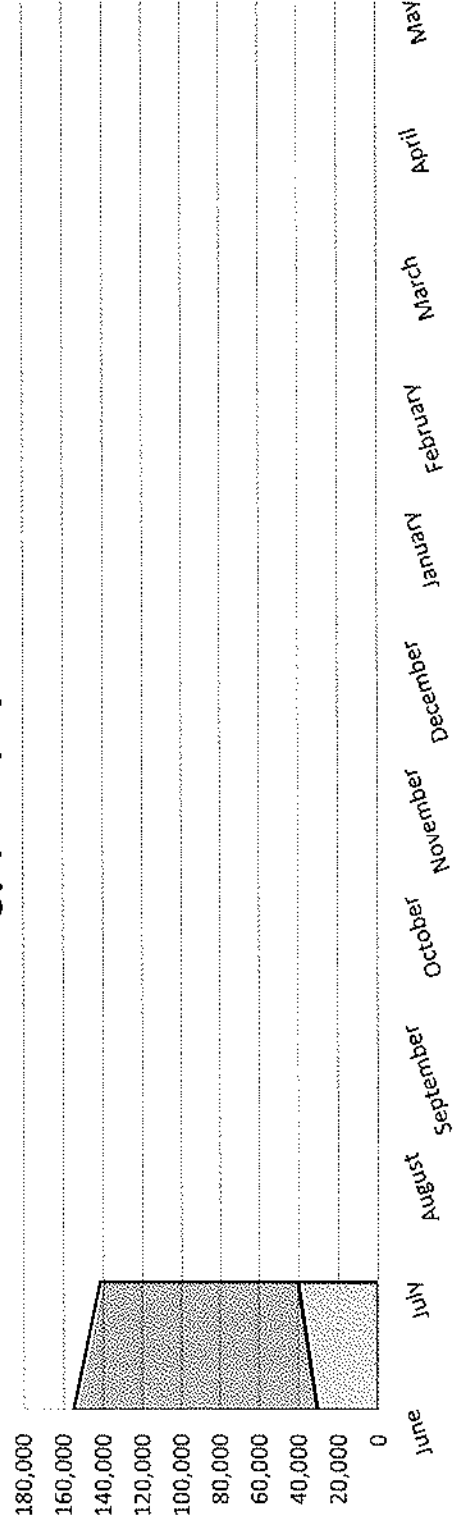


■ Net Cost kWh  
 □ Cost Without Solar kWh

System	7-02 - NEM Year 12		Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date			
5/21/2025	6/22/2025		(\$49,982.00)	\$20,422.00
6/23/2025	7/22/2025		(\$35,242.00)	\$33,535.00
<b>Total</b>			<b>-\$85,224.00</b>	<b>\$53,957.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

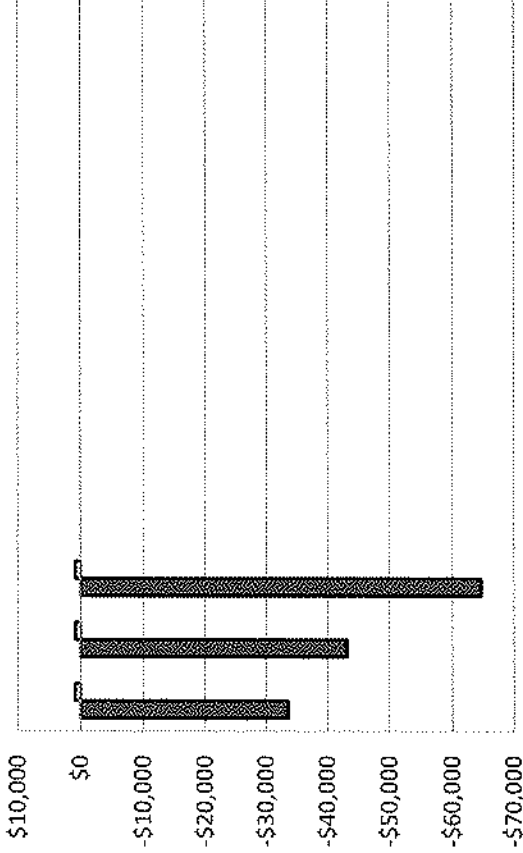
### Energy (kWh) by Bill Date



■ Solar Generation kWh  
 □ Grid Usage kWh

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date



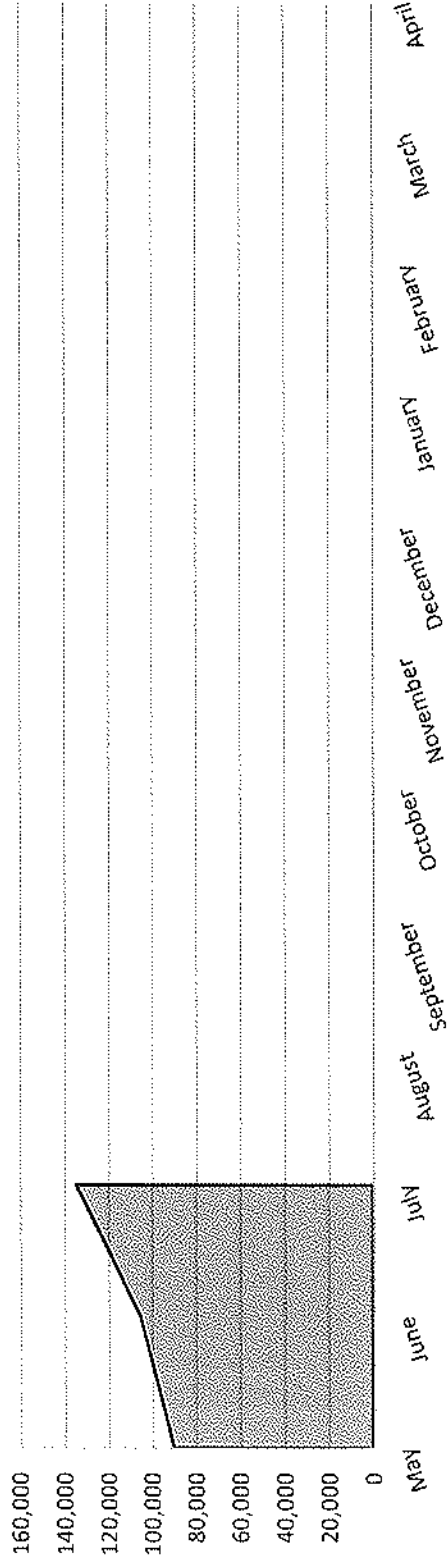
■ Net Cost kWh  
 □ Cost Without Solar kWh

System	NW 1 - NEM Year 12		Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date			
4/11/2025	5/11/2025		-\$33,642.00	\$824.00
5/12/2025	6/10/2025		-\$43,223.00	\$782.00
6/11/2025	7/13/2025		-\$64,741.00	\$791.00
<b>Total</b>			<b>-\$141,606.00</b>	<b>\$2,397.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost w/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being

### Energy (kWh) by Bill Date

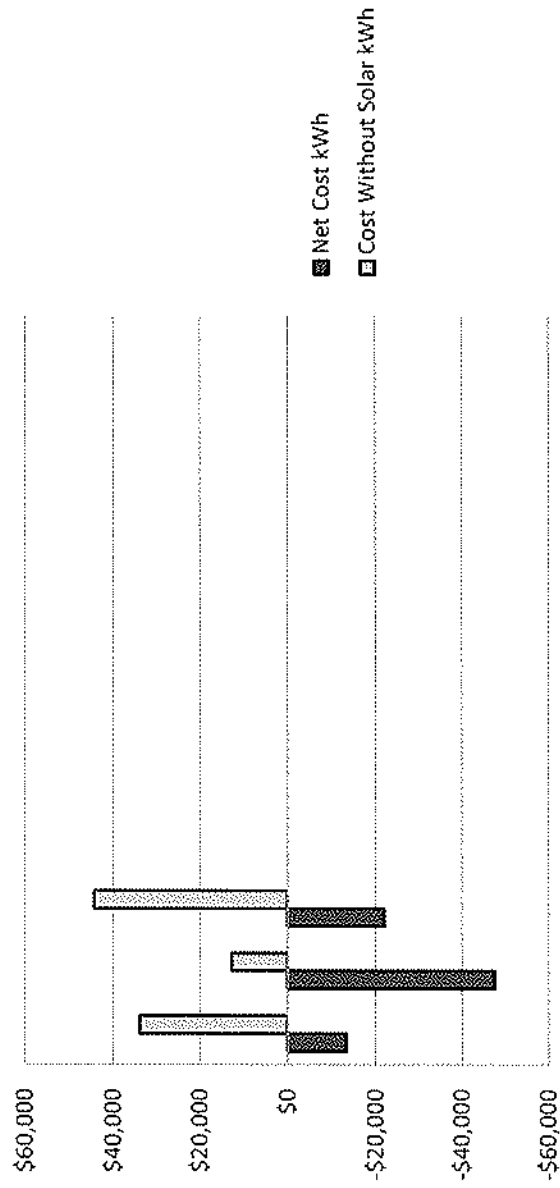


■ Solar Generation kWh  
 □ Grid Usage kWh

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date

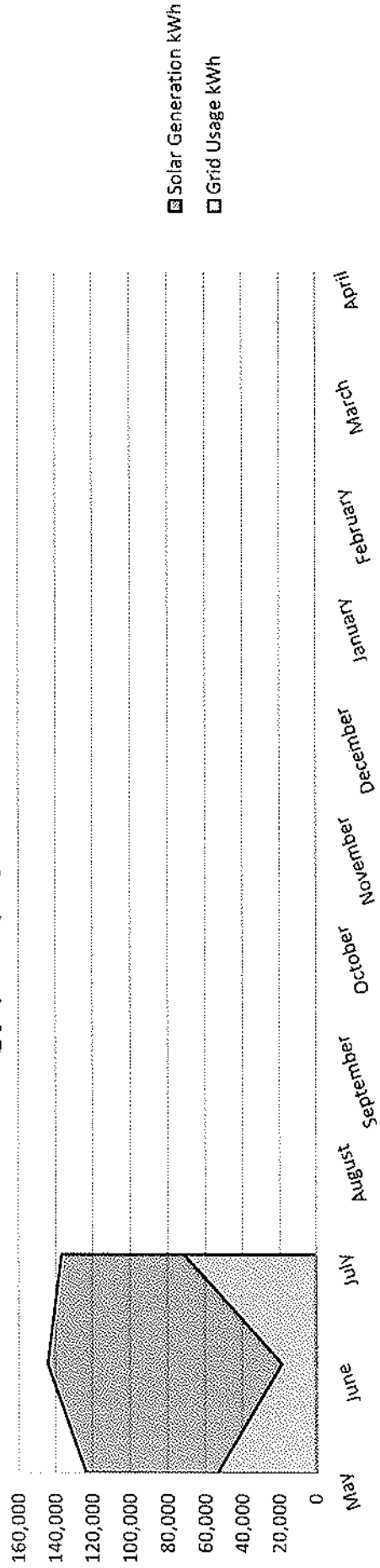


System		NW 2 - NEM Year 12	
Start Date	End Date	Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
4/11/2025	5/11/2025	(\$13,448.00)	\$33,846.00
5/12/2025	6/10/2025	(\$47,564.00)	\$12,690.00
6/11/2025	7/13/2025	(\$22,079.00)	\$44,223.00
<b>Total</b>		<b>-\$83,091.00</b>	<b>\$90,759.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date

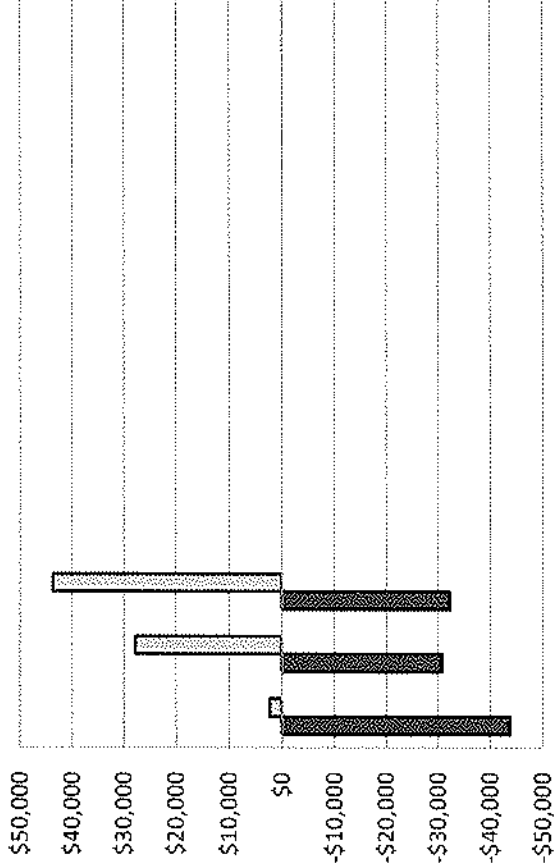


3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

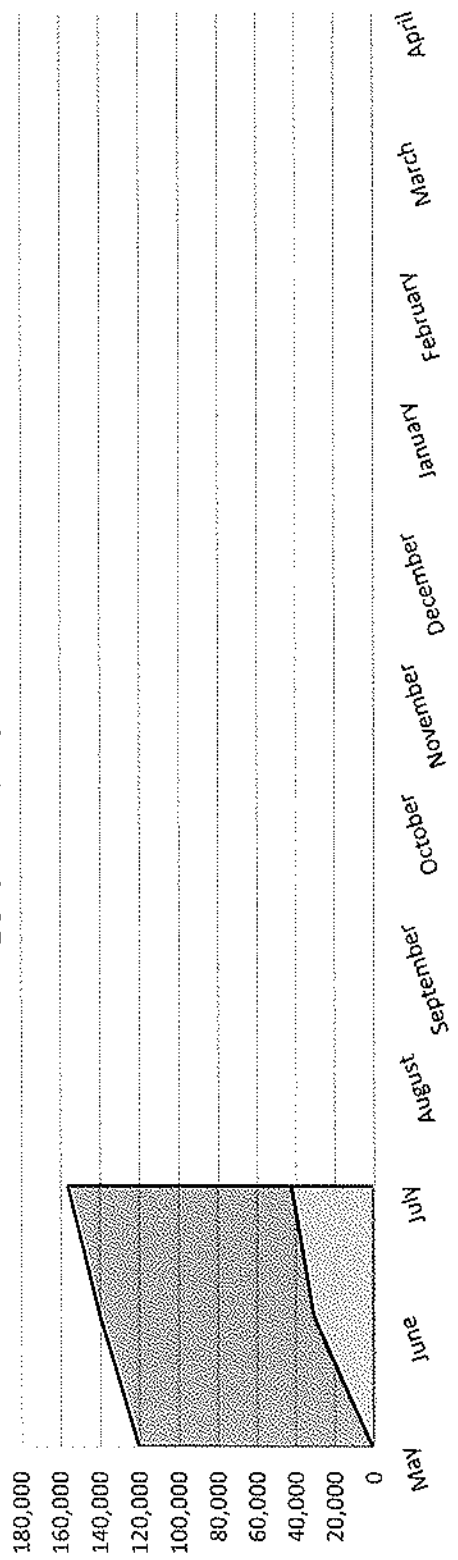
### Cost/Savings (\$) by Bill Date

System	NW 3 - NEM Year 12		Net Cost kWh	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date			
4/11/2025	5/11/2025		-\$43,748.00	\$2,372.00
5/12/2025	6/10/2025		(\$30,787.00)	\$27,801.00
6/11/2025	7/13/2025		(\$32,318.00)	\$43,637.00
<b>Total</b>			<b>-\$106,853.00</b>	<b>\$73,810.00</b>



■ Net Cost kWh  
 ■ Cost Without Solar kWh

### Energy (kWh) by Bill Date

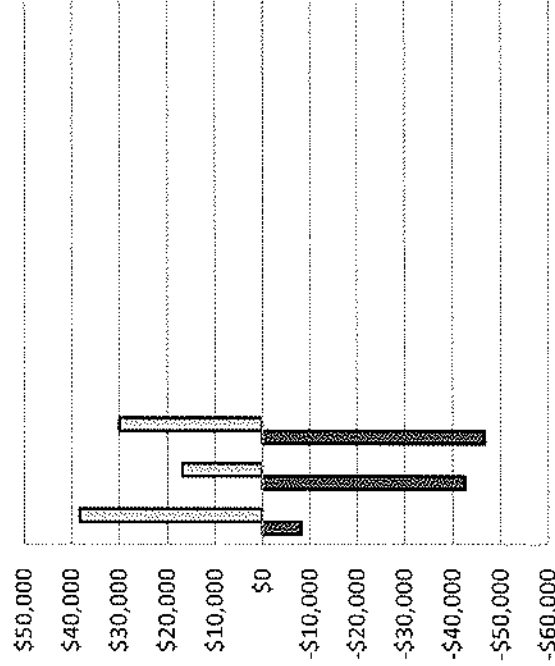


■ Solar Generation kWh  
 ■ Grid Usage kWh

1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost w/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

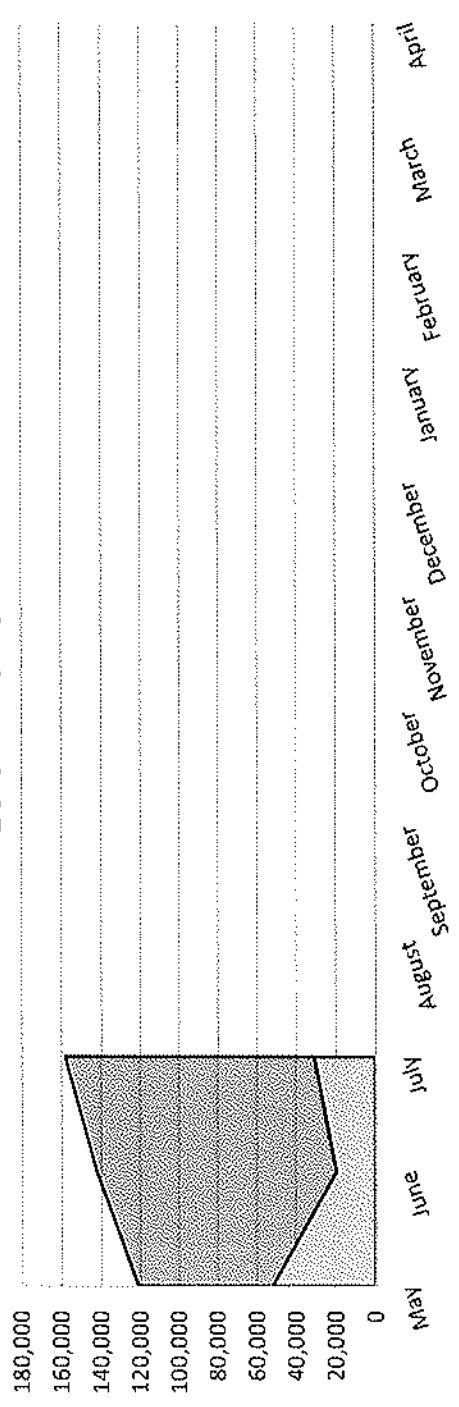
### Cost/Savings (\$) by Bill Date



System	NW 4 - NEM Year 12		Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date			
4/1/2025	5/11/2025		-\$8,182.00	\$38,210.00
5/12/2025	6/10/2025		(\$42,668.00)	\$16,720.00
6/11/2025	7/13/2025		(\$46,755.00)	\$29,915.00
<b>Total</b>			<b>-\$97,605.00</b>	<b>\$84,845.00</b>

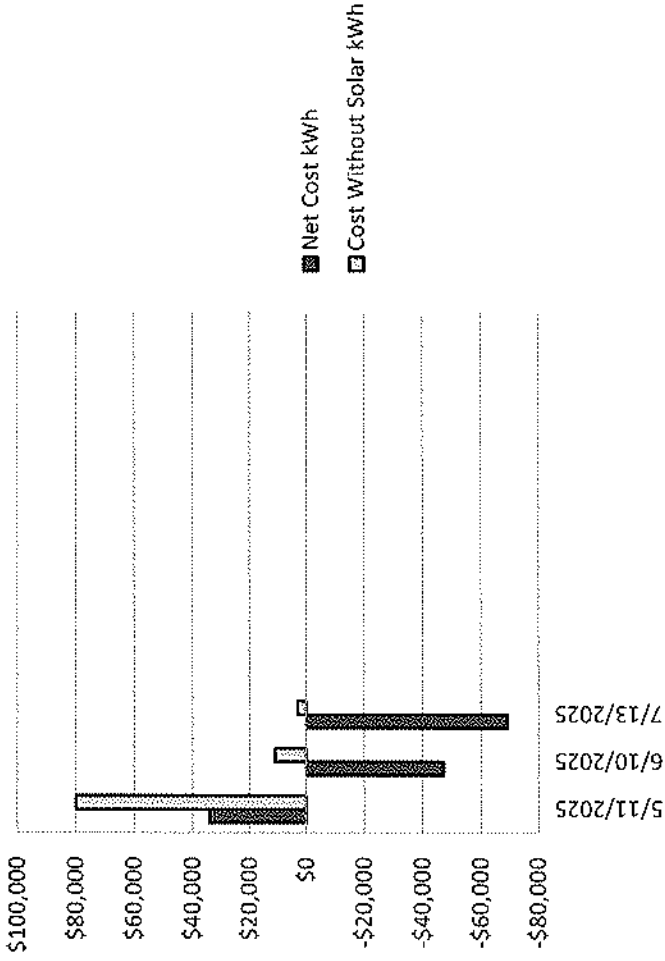
1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost w/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date



3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

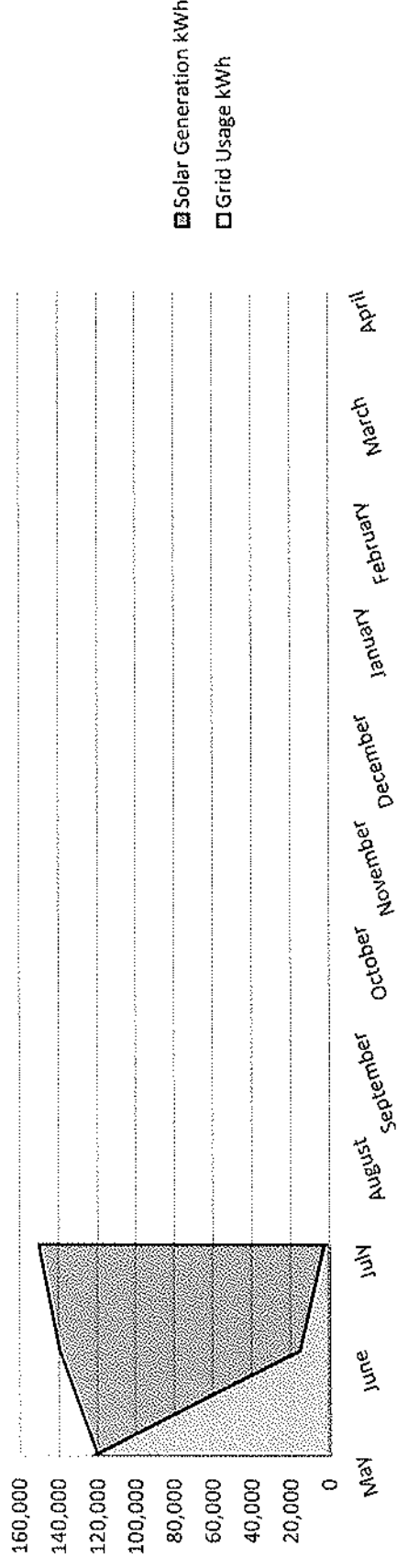
### Cost/Savings (\$) by Bill Date



System	NW 5 - NEM Year 12		Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date			
4/11/2025	5/11/2025		\$34,048.00	\$79,951.00
5/12/2025	6/10/2025		(\$47,319.00)	\$10,904.00
6/11/2025	7/13/2025		(\$69,443.00)	\$2,931.00
<b>Total</b>			<b>-\$82,714.00</b>	<b>\$93,786.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date



3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

West Kern Water District

Rev 08/06/25

2025 DISTRIBUTION SYSTEM BACTERIOLOGICAL STATUS

DATE	NO. OF SAMPLES	NO. OF POS. TOTAL COLL.	NO. OF POSITIVE FECAL COLL.	TOTAL POSITIVES	NO. OF RETAKES	DATE OF RETAKE	% POSITIVE
JAN	88	0	0	0	0	0	0.00%
FEB	88	0	0	0	0	0	0.00%
MAR	99	0	0	0	0	0	0.00%
APR	99	1	1	2	6	4/23/25, 4/28/25	1.01%
MAY	88	0	0	0	0	0	0.00%
JUN	99	0	0	0	0	0	0.00%
JULY	99	1	0	1	3	7/24/2025	1.01%
AUG		0	0	0	0	0	0.00%
SEPT		0	0	0	0	0	0.00%
OCT		0	0	0	0	0	0.00%
NOV		0	0	0	0	0	0.00%
DEC		0	0	0	0	0	0.00%
Totals	660	2	1	3	9		

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**        **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    1.        **Discussion and Appropriate Action Regarding:  
Berry Petroleum Company, LLC  
District Agreement No. 7 & 9**

**BACKGROUND INFORMATION:**

Berry Petroleum's Restated District Agreements No. 7 & No. 9 (Hovey Hills area) are set to expire in December 2025. Prior to the expiration, Berry requested:

- DA7 – Reduce current entitlement of 3,500 barrels per day (bpd) to 2,000 bpd, with a 3-year extension.
- DA9 – Retain current entitlement of 1,500 bpd, with a 3-year extension.

The 1,500 bpd reduction in DA7 will revert to the District for reallocation.

Berry's DA7 is "Take-or-Pay" agreement, the entitlement reduction equals approximately 71-acre feet annually. The annual estimated revenue loss to the District will range between \$67,625 (no usage) and \$135,250 (full usage).

**STAFF'S RECOMMENDATION:**

Approve Amendment No. 1 to DA7 & DA9 as proposed, pending final Legal review.

**JUSTIFICATION:**

Per Paragraph 10 of both agreements, the District and Berry may mutually agree to terminate, in part or in whole, Berry's interest. Both parties have agreed to reduce the entitlement as outlined, effective upon Board approval.

**PREVIOUS ACTIONS:**

11/05 RBM    Approve Berry Petroleum's request to enter into new Agreements:  
A.        Restated DA#7 in Section 31-T32S-R24E for 3,500 bpd.  
B.        Restated DA#9 in Section 28-T12N-R24W for 1,500 bpd.

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

- A. Approve Amendment No. 1 to Restated District Agreement No. 7, terminating in part, 1,500 bpd and extending the agreement for three (3) years, effective upon Board approval.
- B. Approve Amendment No. 1 to Restated District Agreement No. 9, extending the agreement for three (3) years, effective upon Board approval.

**COMMITTEE STATUS:**

- Recommend Board Approval
- NO (Rejected)
- Full Board to Review
- Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Full Board to Review

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**               **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    **2. Discussion and Appropriate Action Regarding:  
District Public Access Improvements for Parking and Path of  
Travel, Job #25-9000 – Contract with Inland Architects**

**BACKGROUND INFORMATION:**

Inland Architect's prepared three preliminary options for public access improvements. Staff has reviewed Inland Architect's final proposal for a not to exceed price of \$15,000. Staff seeks Board approval of a Contract for Services, the attached proposal, and authorization to issue a Notice to Proceed to Inland Architects.

**STAFF RECOMMENDATIONS:**

To approve a Contract for Services with Inland Architects for final design, stamped and signed plans and specifications for public parking and path of travel improvements.

**JUSTIFICATION:**

The stamped and signed drawings are required for review by the governing agencies for acquisition of required permits and construction drawings.

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

25/26 Eng. CIP #8 \$78,934.00

**MOTION:**

To approve a Contract for Services with Inland Architects for final design, stamped and signed plans and specifications for public parking and path of travel improvements.

**COMMITTEE STATUS:**

- Recommend Board Approval
- NO (Rejected)
- Full Board to Review
- Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Full Board to Review

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**



1401 19th Street  
Suite 130  
Bakersfield, Ca. 93301  
voice: 661.321.3440  
fax: 661.321.3441  
www.inlandarchitects.com

July 25, 2025

## **West Kern Water District – Public Access Improvements**

Project Location: 800 Kern st. Taft, Ca

Attention: Troy Turley - Operations / Engineering Administrator

### **Overview of Work:**

**This proposal is for Architectural plans to improve the site accessible parking stalls and the accessible path-of-travel from the improved parking to the existing main building entrance. The plans and specifications will be based upon a previous site/field visit, client meetings and Civil Survey plans provided by the Client. The services of this agreement will be on a basis of time and material (T&M) plus reimbursable expenses per attached fee reimbursable expenses schedule with a not to exceed maximum.**

### **Scope of work:**

- 1) (2) Site visits as needed for construction kickoff, final walk, initial plan submittal, etc. Additional site visits will be based on a T&M basis if required.
- 2) Title sheet with project information & required code information.
- 3) Site Demolition plan.
- 4) Site plan for new accessible parking and accessible route to face of exiting main building entrance. Coordinate grades as needed with client provided Civil Survey for repaving near accessible parking improvements. This does not include a full grading plan or any other Civil related plans.
- 5) Drain details as needed to tie to existing underground storm water drainpipe. If new drainpipe is necessary, we will coordinate with the information & grades provided by the Client. Exact slopes and conditions will be verified in the field by the General Contractor.
- 6) Accessibility plans and details as needed.
- 7) Architectural construction details as needed for permitting.
- 8) Concrete & reinforcement details & specifications for new accessible parking area.
- 9) Concrete details & specifications for new accessible concrete walkway.
- 10) Concrete doweling details for new accessible concrete walkway to existing concrete building foundation.
- 11) Submit digital plans to the Building Department for permit acquisition. In person communications will be conducted by the Client and/or Inland Architects based upon item No. 1) of this scope of work.

- 12) Submit digital plans to Planning Department & Public Works as needed. In person communications will be conducted by the Client and/or Inland Architects based upon item No. 1) of this scope of work.
- 13) Review contractor construction submittals as needed during construction. Within 48 hours when possible.
- 14) Respond to general contractor's field questions as applicable to architectural scope as needed. Within 48 hours when possible.
- 15) Drafting of General Contractor Red lines for As-Built record drawings.

**Summary of Items to be provided by client:**

- 1) Site/property related information and record documents as needed.
- 2) Site underground and utility marking as needed.
- 3) Board review and meeting minutes as needed.
- 4) Bid Administration.
- 5) Construction Administration.
- 6) In person coordination and meetings with Jurisdictions Having Authority unless requested to be handled by Inland Architects. In person communications will be conducted by Inland Architects based upon item No. 1) of the scope of work.
- 7) Site safety protocols for public protection during construction.
- 8) Civil Survey and Grading plans if needed.

**Fee Estimate:**

<b>Architectural</b>	<b>\$15,000</b>
<b>Bid Administration:</b>	<b>Not Included</b>
<b>Construction Administration:</b>	<b>Not Included</b>
<b>Geotechnical Report:</b>	<b>Not Included</b>
<b>Topographic Survey:</b>	<b>Not Included</b>
<b>Grading Plans:</b>	<b>Not Included</b>
<b>Landscape and Irrigation Plans:</b>	<b>Not Included</b>

**Total Fee Estimate: Time and Materials – Not to exceed \$15,000**

Other Items not included in this proposal (Non-inclusive).

- 1) Structural / Contractor Construction Special Inspections and/or Testing.
- 2) Site ALTA or any other Site Survey or Topography.
- 3) Civil Engineering: Grading plan, etc.
- 4) Existing building accessibility.
- 5) Employee specific building accessibility.
- 6) Building and underground utility investigations.
- 7) Soils Investigation testing.
- 8) Percolation tests and report.
- 9) Soil Erosion Control Plans.
- 10) Post / Pre Tensioned slab design.
- 11) Construction Administration.
- 12) Contractor Bid Administration.
- 13) Specifications Manuals.
- 14) Life Safety Plans, Outside of City permit requirements.
- 15) Fire Hydrant or Fire storage tank plans or testing.
- 16) 3D Renderings or models.
- 17) Permit/utility service fees and/or any other government agency fees.
- 18) Reimbursable Expenses such as printing, binding, shipping, etc.

- 19) Services or consultations after the completion of construction.
- 20) Consultation, addenda or re-design related to owner changes after design is approved.
- 21) Value engineering and revisions after the design is approved.
- 22) Storm Water Pollution Prevention Plans (SWPPP) plans.
- 23) Notice of Intent (NOI) to EPA to Discharge Storm Water.
- 24) Environmental Studies or Assessments.
- 25) Storm Water Study or Assessments.
- 26) Trip Generation Analysis.
- 27) Traffic Study and Report.
- 28) Signage Design and/or Permits
- 29) Commission, Agency, CCR or other Committee reviews or approvals.
- 30) CADD files will remain the property of the Architect, however they will be made available as original copies for the clients records and use and included in this contracts fee. Digital AutoCAD As-builts will also be provided for the Clients use and record and included in this contracts original fee.

Any work outside of the scope listed in this contract will be billed as extra services and negotiated, in writing, prior to proceeding. Please refer to the attached reimbursable fee schedule.

Permit, utility service fees and/or any other government agency fees are the responsibility of the owner. If Inland Architects pays the City of Taft plan check or permit fees, those fees will be billed as a reimbursable expense. Please refer to the attached reimbursable fee schedule.

Right of ways, easements, insurance company construction requirements, and other items that may affect the design and the location of the proposed buildings shall also be provided by the owner, or the business, or the entity that we are contracting with. It is their responsibility to provide this information and not the responsibility of the architect.

Termination of this contract, by either party, must be provided in writing. Fees for work completed prior to the contract termination will be submitted for payment. Printing fees and delivery / postage costs will be billed as reimbursable. Billings for services rendered, will occur monthly or at the time of completion of major phases throughout the design and planning of your project. A retainer in the amount of **\$0.00** will be required prior to the start of work and will be applied to the end of project payment at completion of services.

Ownership and use of instruments of service prepared by the architect will be considered the property of the owner/ client once that portion of work has been completed and paid for. Until then, it will be considered the property of the architect unless other written agreements are made. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

We appreciate the opportunity to make this proposal and look forward to working with you on this project. This proposal will remain good for 60 days. Your signature below will authorize us to proceed with the work described within this proposal. If you have any questions, comments and/or concerns about this proposal, please do not hesitate to call.

Sincerely,



Sam Wilson, Architect

(Signature below indicates agreement with sheets 1-4 of this contract)

\_\_\_\_\_  
Owner/Authorized Agent Signature

\_\_\_\_\_  
Date

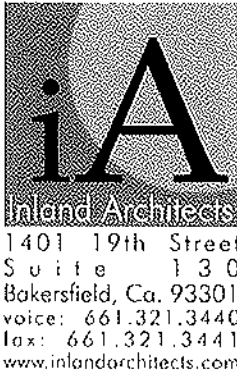
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Position



**HOURLY BILLING RATES / REIMBURSABLE EXPENSES SCHEDULE**

Effective January 1st, 2025

Subject to Adjustment on a Yearly Basis

**Staff Hourly Fee Rates:**

Principal Architect:	\$165.00 per hour
Sr. Project Architect:	\$155.00 per hour
Project Architect:	\$145.00 per hour
Sr. Project Manager:	\$135.00 per hour
Project Manager:	\$125.00 per hour
Sr. Job Captain:	\$120.00 per hour
Job Captain:	\$115.00 per hour
Sr. Drafting:	\$110.00 per hour
Drafting III:	\$105.00 per hour
Drafting II:	\$95.00 per hour
Drafting I:	\$85.00 per hour
Clerical Admin. Support:	\$60.00 per hour
Court time or Deposition related time:	\$330.00 per hour

**Reimbursable Expenses:**

Consulting Engineers	1.15 x Direct Cost
Renderings, Models and Professional Photographs	1.15 x Direct Cost
Application/Permit Fees	1.15 x Direct Cost
Printing and Scanning	1.15 x Direct Cost
Travel Expenses	1.15 x Direct Cost
Postage and Overnight Courier Services	1.15 x Direct Cost
Local Delivery and Courier Services	1.15 x Direct Cost
Mileage	\$.70 per mile

**Notes:**

Statements are due and payable 30 days after receipt or earlier if stated. Any amounts unpaid after 30 days will accrue annual interest from the date of the statement at the prime rate (Fed Fund Rate) +12% which will be determined on the client acceptance date of this proposal. As an example, as of January 3rd, 2025, the prime rate was 4.33%, so the total annual interest rate would be 16.33% for a proposal accepted on that date. Delinquent payments may be pursued via liens or other legal actions.

Credit card transactions for invoices are available upon request and will include a minimum offset fee of 3.5% of the total transaction.

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**               **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    **3. Discussion and Appropriate Action Regarding:  
Electric Vehicle Charging Station Improvements,  
Job #25-5000 – Contract with Electrical Power Systems Inc.**

**BACKGROUND INFORMATION:**

Electrical Power Systems Inc. (EPS) provided an estimate for preparation of construction drawings and specifications for development of a new electric vehicle (EV) charging bay to be located in Station C yard at the northwest corner of the property.

Once the plans and specifications are completed, the District will evaluate whether to proceed with in-house Staff for construction or retain a contractor through the bidding process.

**STAFF RECOMMENDATIONS:**

Approve a Contract for Services with EPS for the preparation of construction plans and specifications for a 15-bay EV Level 2 charging station.

**JUSTIFICATION:**

The drawings and specifications are required in order to obtain governing agencies' review and approvals, acquire the necessary permits, apply for new electrical service with PG&E and prepare a potential bidding package for construction.

**PREVIOUS ACTIONS:**

**COST:**  
\$18,560.00

**BUDGETARY WARRANT:**  
25/26 Admin. CIP #1 \$29,055.00

**MOTION:**

To approve a Contract for Services with Electrical Power Systems Inc, in the not to exceed amount of \$18,560.00, to prepare construction plans and specifications for a 15-bay Level 2 charging station.

**COMMITTEE STATUS:**

\_\_\_\_\_ Recommend Board Approval  
\_\_\_\_\_ NO (Rejected)  
\_\_\_\_\_ X Full Board to Review  
\_\_\_\_\_ Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Committee Did Not Review

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

DATE: August 11, 2025

CUSTOMER: West Kern Water District, Mike Law

RE: 15 Level 2 EV Chargers  
Facility Address:

**PROPOSAL FOR PROFESSIONAL SERVICES**

**Exhibit "A": Scope of Work**

TASK 1: Construction drawings and specifications, field investigations, plan check requirements to 100% completion, PG&E coordination, and coordination with project team.

**CONSTRUCTION ADMINISTRATION:**

Shop drawing and submittal review, construction questions, RFI responses, site inspections upon requests and will be billed on an hourly basis. The Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claim against EPS that may be in the way connected thereto.

**Exhibit "B": Estimated Fees: \$18,560.00 (NOT TO EXCEED)**

Our services will be billed on a time and material basis at the following hourly rates, which includes the time, effort, and skills required to perform professional services.

<u>DESIGNATION</u>	<u>RATE</u>	<u>DESIGNATION</u>	<u>RATE</u>
Principal Engineer	\$260	Senior Field Technician	\$230
Professional Engineer	\$240	Field Technician	\$180
Associate Engineer II	\$230	Clerical	\$90
Associate Engineer I	\$220		
EIT	\$200		
Drafting Technician	\$140		

Additionally,

- Car mileage for travel to site to be billed at the current federal rate plus 15%.
- Expenses will be billed at cost plus 10%.
- Our "Proposal for Professional Services" may be withdrawn in six (6) months, if not accepted.
- Any additional services will require the client's written approval and will be billed at the above-mentioned hourly rates.

Respectfully Submitted,

---

Abdur Rehman, P.E., President  
Electrical Power Systems, Inc.  
CA Lic. No. 22090

Acceptance of Proposal

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**                    **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    **4. Discussion and Appropriate Action Regarding:  
25 Hill Tank No. 2 Rehabilitation,  
Job #26-3200, Request to Seek Bids**

**BACKGROUND INFORMATION:**

Over the past year, 25 Hill Tank No. 2 has experienced multiple issues requiring attention. The roof sustained damaged during a windstorm and an annual dive inspection recommended further evaluation of the tank floor. Following the roof damage, Staff drained the tank and begin the first phase of the project, rehabilitation of the floor.

Staff have prepared two standalone bid scopes for this phase of the work:

- **Scope A – Coating Removal and Ultrasonic Thickness Testing (UTT) Preparation**  
Includes industrial coating removal, abrasive blasting, surface preparation, and related cleanup and disposal.
  
- **Scope B – Concrete Slurry and Steel Floor Installation**  
Includes substrate preparation, slurry placement, steel floor installation, and weld work.

The Contractors may submit bids for one or both scopes, with the understanding that the District will award one scope.

**STAFF RECOMMENDATIONS:**

Authorize Staff to seek bids for the rehabilitation of Tank No. 2 at 25 Hill for both Scope A and Scope B.

**JUSTIFICATION:**

Rehabilitation of Tank No. 2 is necessary to address structural deficiencies, restore service, and extend the life of tank.

**PREVIOUS ACTIONS:**

**COST:**  
Phase I Floor Evaluation and Repair

**BUDGETARY WARRANT:**  
25/26 Eng. CIP #3-6 \$847,234.00

**MOTION:**

Authorize Staff to seek bids for rehabilitation of 25 Hill Tank No. 2, including:

- Scope A – Coating Removal and Ultrasonic Thickness Testing (UTT) Preparation
- Scope B – Concrete Slurry and Steel Floor Installation

**COMMITTEE STATUS:**

\_\_\_\_\_ Recommend Board Approval  
\_\_\_\_\_ NO (Rejected)  
  X   Full Board to Review  
\_\_\_\_\_ Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Committee Did Not Review

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**FINANCE COMMITTEE SUMMARY REPORT**  
**For the**  
**Regular Board Meeting of August 26, 2025**

**MEMBERS:**

Gary Morris  
Scott Niblett

**DATE OF MEETING**

**August 19, 2025**

**STAFF ATTENDING:**

Adeana McDaniel-Furman  
Greg Hammett

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. Discussion and Appropriate Action Regarding:  
Cash Flow for July, 2025**
- ii. Discussion and Appropriate Action Regarding:  
Capital Improvement Budget Comparison and Equipment Procurement**

**END OF CONSENT AGENDA**

**ITEMS OF DISCUSSION**

- 1. Discussion and Appropriate Action Regarding:  
Accounts Payable for August, 2025**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**       **FINANCE COMMITTEE  
(Morris, Niblett)**

**AGENDA ITEM:**    **i. Discussion and Appropriate Action Regarding:  
Cash Flow Reports for July, 2025**

**BACKGROUND INFORMATION:**

Attached for your information are the following Cash Flow reports:

1. Monthly Investment Breakdown
2. Statement of Revenue (Actual)
3. Sources and Applications of Cash
4. Balance Sheet

**JUSTIFICATION**

**STAFF RECOMMENDATIONS:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

_____	Recommend Board Approval
_____	NO (Rejected)
_____	Full Board to Review
_____X_____	Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Recommended this item be added to Consent Agenda

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**WEST KERN WATER DISTRICT  
INVESTMENT BREAKDOWN  
MONTHLY REPORT  
July 31, 2025**

<i>Type Of Investment Issuer</i>	<i>Maturity</i>	<i>Total Cost Basis</i>	<i>Par Value</i>	<i>Yield</i>	<i>Market Value</i>
United Security Bank				0.10%	\$3,014,011
Cash In L.A.I.F.				0.20%	\$6,521,853
Solar Project Repayment Fund				0.20%	\$0
<b>Medium Term Notes</b>					
<b>Certificates of Deposit</b>					
Discover Bank	08/08/25	\$245,000	\$245,000	3.42%	\$244,922
Comenity Bank	10/14/25	\$200,000	\$200,000	4.31%	\$199,779
Morgan Stanley Bank	10/27/25	\$245,000	\$245,000	4.63%	\$245,066
Capitol One	11/17/25	\$225,000	\$225,000	4.87%	\$225,360
Sallie Mae Bank	11/18/25	\$247,000	\$247,000	4.96%	\$247,338
BMW Bank	02/23/26	\$245,000	\$245,000	4.44%	\$245,301
Amerant Bank	03/02/26	\$245,000	\$245,000	4.39%	\$245,152
Celtic Bank	03/17/26	\$245,000	\$245,000	4.67%	\$245,588
Morgan Stanley Pvt Bank	04/20/26	\$240,000	\$240,000	4.53%	\$240,319
Park Street Bank	08/10/26	\$130,000	\$130,000	4.70%	\$130,725
Synchrony Bank	08/25/26	\$245,000	\$245,000	4.75%	\$246,524
BNY Mellon NA	10/13/26	\$150,000	\$150,000	4.88%	\$151,386
Loyal TR Bank	10/20/26	\$243,000	\$243,000	4.97%	\$245,483
Hapoalim Bank	01/29/27	\$245,000	\$245,000	4.20%	\$245,544
Bank of America	02/05/27	\$245,000	\$245,000	4.19%	\$245,429
NBH Bank	02/08/27	\$245,000	\$245,000	4.19%	\$245,470
Texas Exchange Bank	06/14/27	\$245,000	\$245,000	3.69%	\$243,520
Goldman Sachs Bank	10/01/27	\$245,000	\$245,000	3.46%	\$242,109
UBS Bank	10/12/27	\$220,000	\$220,000	3.69%	\$218,555
Toyota Bank	02/07/28	\$245,000	\$245,000	4.25%	\$246,705
US Treasury Notes	10/31/27	\$250,000	\$250,000	4.12%	\$251,063
US Treasury Notes	11/15/27	\$120,000	\$120,000	4.12%	\$120,524
US Treasury Notes	01/31/28	\$500,000	\$500,000	3.50%	\$495,290
US Treasury Notes	02/29/28	\$250,000	\$250,000	4.00%	\$250,633
US Treasury Notes	03/31/28	\$355,000	\$355,000	3.63%	\$352,653
Cash Equivalents					\$30,050
Total Notes/Certificates					\$6,100,489
<b>TOTAL INVESTMENT</b>					<b>\$15,636,353</b>
<b>LAIF CONST FUND</b>					<b>\$2,767,278</b>
<b>KC R&amp;R PROJECT FUND</b>					<b>\$0</b>
<b>KC SOLAR PROJECT FUND</b>					<b>\$0</b>

THE PORTFOLIO IS IN COMPLIANCE WITH THE INVESTMENT POLICY OF THE DISTRICT  
THE DISTRICT HAS SUFFICIENT FINANCES TO MEET ITS EXPENDITURE REQUIREMENTS  
FOR THE NEXT SIX MONTHS

**WEST KERN WATER DISTRICT**  
**STATEMENT OF DEDICATED REVENUE (ACTUAL)**  
 (July 1, 2025 thru June 30, 2026)

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TO DATE</u>	<u>OVER UNDER</u>	
<b>REVENUE</b>															
Water Sales-Residential	\$499,625												\$499,625	10.01%	-\$45,476
Water Sales-Industrial	\$759,936												\$759,936	3.50%	-\$25,705
Water Sales-Elk Hills	\$29,670												\$29,670	-17.20%	\$6,163
Water Sales-Golf Course/Park	\$62,536												\$62,536	42.35%	-\$18,605
Water Sales-Prison	\$0												\$0		\$0
La Paloma Generating Co.	\$58,436												\$58,436	-71.72%	\$148,230
Elk Hills Power LLC	\$276,842												\$276,842	-6.91%	\$20,555
Sunrise Power Co LLC	\$139,077												\$139,077	-44.30%	\$110,631
Non-Operating Revenue	\$69,300												\$69,300	-75.60%	\$214,700
<b>Total Revenue</b>	<b>1,895,423</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,895,423</b>	<b>-17.80%</b>	<b>\$410,492</b>
<b>OPERATING EXPENSES</b>															
Source of Supply	\$506,155												\$506,155	0.00%	\$0
Production	\$129,522												\$129,522	-30.22%	\$56,083
Power (Gas, Propane, Elec.)	\$0												\$0	-100.00%	\$369,928
Engineering	\$47,837												\$47,837	-14.65%	\$8,212
Transmission & Distribution	\$139,495												\$139,495	-4.52%	\$6,602
Customer Accounts	\$105,486												\$105,486	3.51%	-\$3,574
Field Services	\$76,817												\$76,817	-14.19%	\$12,703
General & Administration	\$459,749												\$459,749	-7.47%	\$37,091
<b>Total Operating Exp.</b>	<b>1,465,060</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,465,060</b>	<b>-24.95%</b>	<b>\$487,046</b>
<b>Dedicated Revenue</b>	<b>\$430,362</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$430,362</b>		<b>-\$76,553</b>

**WEST KERN WATER DISTRICT**  
**STATEMENT OF DEDICATED REVENUE (BUDGETED)**  
 (July 1, 2025 thru June 30, 2026)

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TO DATE</u>	<u>OVER</u>
<b>REVENUE</b>														
Water Sales-Domestic	\$454,149	\$390,023	\$420,923	\$353,040	\$300,213	\$249,233	\$220,460	\$202,648	\$205,090	\$224,449	\$286,224	\$304,777	\$454,149	\$3,795,000
Water Sales-Indus.	\$734,231	\$703,776	\$639,436	\$691,380	\$700,944	\$619,585	\$592,214	\$603,573	\$579,552	\$571,963	\$588,591	\$666,502	\$734,231	\$7,865,000
Water Sales-Elk Hills	\$35,833	\$87,251	\$95,957	\$84,384	\$73,678	\$74,043	\$72,501	\$69,205	\$71,280	\$67,174	\$86,536	\$98,280	\$35,833	\$430,000
Water Sales-Golf Course/Park	\$43,931	\$55,910	\$47,099	\$35,133	\$8,291	\$7,660	\$7,549	\$8,444	\$7,368	\$16,248	\$18,441	\$38,926	\$43,931	\$375,500
Water Sales-Prison	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
La Paloma Generating Co.	\$206,666	\$263,278	\$254,606	\$186,417	\$203,788	\$195,104	\$125,614	\$129,957	\$162,520	\$129,957	\$116,931	\$139,809	\$206,666	\$2,480,000
Elk Hills Power LLC	\$297,397	\$327,996	\$319,837	\$254,598	\$270,878	\$262,718	\$199,841	\$206,704	\$230,230	\$201,520	\$198,629	\$209,652	\$297,397	\$2,652,500
Sunrise Power Co LLC	\$249,708	\$379,909	\$371,248	\$306,933	\$323,761	\$322,596	\$287,396	\$289,297	\$299,107	\$291,137	\$287,793	\$288,405	\$249,708	\$2,996,500
Non-Oper. Revenue	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$4,021,000
<b>Total Revenue</b>	<b>2,305,915</b>	<b>2,492,143</b>	<b>2,433,107</b>	<b>2,195,886</b>	<b>2,165,553</b>	<b>2,014,939</b>	<b>1,789,575</b>	<b>1,793,828</b>	<b>1,839,147</b>	<b>1,786,448</b>	<b>1,867,145</b>	<b>2,030,350</b>	<b>2,305,915</b>	<b>\$24,615,500</b>
<b>OPERATING EXPENSES</b>														
Source of Supply	\$506,155	\$530,483	\$530,894	\$467,136	\$463,189	\$434,682	\$377,432	\$377,205	\$397,728	\$385,773	\$395,717	\$408,606	\$506,155	\$5,172,500
Production	\$185,605	\$183,952	\$188,720	\$187,214	\$185,683	\$193,512	\$186,696	\$179,384	\$191,351	\$186,696	\$187,077	\$185,569	\$185,605	\$2,349,141
Power (Gas, Propane, Elec.)	\$369,928	\$369,952	\$376,502	\$360,673	\$321,934	\$242,910	\$223,747	\$243,644	\$224,421	\$246,986	\$232,619	\$301,406	\$369,928	\$2,828,575
Engineering	\$56,049	\$50,732	\$55,126	\$50,430	\$56,188	\$58,830	\$52,105	\$46,566	\$53,612	\$52,261	\$53,793	\$50,744	\$56,049	\$718,097
Trans. & Distribution	\$146,097	\$141,404	\$144,955	\$141,168	\$147,703	\$151,027	\$142,542	\$137,845	\$145,679	\$142,435	\$143,813	\$142,816	\$146,097	\$1,777,697
Customer Accts.	\$101,912	\$100,449	\$101,633	\$100,213	\$102,862	\$103,758	\$100,827	\$99,452	\$101,825	\$100,827	\$101,349	\$101,512	\$101,912	\$1,084,533
Field Services	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,520	\$89,524	\$89,520	\$914,064
General & Admin.	\$496,840	\$496,840	\$496,840	\$496,840	\$1,003,628	\$496,840	\$496,840	\$496,840	\$496,840	\$496,840	\$2,054,052	\$496,944	\$496,840	\$8,466,572
<b>Total Operating Exp.</b>	<b>\$1,952,106</b>	<b>\$1,963,332</b>	<b>\$1,984,190</b>	<b>\$1,893,194</b>	<b>\$2,370,707</b>	<b>\$1,771,079</b>	<b>\$1,669,709</b>	<b>\$1,670,456</b>	<b>\$1,700,976</b>	<b>\$1,701,338</b>	<b>\$3,257,940</b>	<b>\$1,777,121</b>	<b>\$1,952,106</b>	<b>\$23,311,179</b>
<b>Dedicated Revenue</b>	<b>\$353,809</b>	<b>\$528,811</b>	<b>\$448,917</b>	<b>\$302,692</b>	<b>-\$205,154</b>	<b>\$243,860</b>	<b>\$119,866</b>	<b>\$123,372</b>	<b>\$138,171</b>	<b>\$85,110</b>	<b>-\$1,390,795</b>	<b>\$253,229</b>	<b>\$353,809</b>	<b>\$1,304,321</b>

**WEST KERN WATER DISTRICT  
SOURCES & APPLICATIONS OF CASH (ACTUAL)**  
JULY 1, 2025 thru JUNE 30, 2026

	2025 <u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	2026 <u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>
Beginning Bank & Agency	\$15,554,350											
Cash Available for Projects	\$2,757,278											
<b>Cash Sources</b>												
Received from A/R	\$1,863,576											
Non-Operating	\$216,156											
<b>Total Revenue</b>	<b>\$2,079,732</b>											
<b>Cash Applications</b>												
Expenses for Month	\$598,656											
Purch. for Inventory	-\$1,543											
Charges to Jobs	\$2,852											
Equip. Procurement	\$0											
Payroll	\$409,630											
Other Applications	\$1,059,417											
<b>Total Applications</b>	<b>\$2,069,012</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Cash Flow</b>	<b>\$10,720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Ending Bank & Agency	\$18,322,348	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**WEST KERN WATER DISTRICT  
SOURCES & APPLICATIONS OF CASH (PER BUDGET)**  
JULY 1, 2025 thru JUNE 30, 2026

	2025 <u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	2026 <u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>
Beginning Bank & Agency	\$16,103,816	\$16,335,465	\$16,567,114	\$16,798,763	\$17,030,412	\$16,701,386	\$16,933,035	\$17,164,684	\$17,396,333	\$17,627,982	\$17,859,631	\$16,587,955
<b>Cash Sources</b>												
Received from A/R	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250	\$1,781,250
Non-Operating	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000
<b>Total Revenue</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>	<b>\$2,065,250</b>
<b>Cash Applications</b>												
Expenses for Month	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,408	\$1,628,419
Charges to Jobs	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,988	\$123,991
Equip. Procurement	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,205	\$81,215
Deposits Returned (info)												
Other Applications	\$0	\$0	\$0	\$0	\$560,675	\$0	\$0	\$0	\$0	\$0	\$1,503,325	\$0
<b>Total Applications</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$2,394,276</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$1,833,601</b>	<b>\$3,336,926</b>	<b>\$1,833,625</b>
<b>Net Cash Flow</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>-\$329,026</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>\$231,649</b>	<b>-\$1,271,676</b>	<b>\$231,625</b>
Ending Bank & Agency	\$16,335,465	\$16,567,114	\$16,798,763	\$17,030,412	\$16,701,386	\$16,933,035	\$17,164,684	\$17,396,333	\$17,627,982	\$17,859,631	\$16,587,955	\$16,819,580

WEST KERN WATER DISTRICT  
BALANCE SHEET  
July 1, 2025 thru June 30, 2026

<i>ASSETS</i>	2025 JUNE	Increase or Decrease	2025 JULY
Utility Plant	\$2,759,027	\$0	\$2,759,027
Land & Land Rights	\$25,020,990	\$0	\$25,020,990
Water Rights	\$7,029,669	\$0	\$7,029,669
Source of Supply Plant	\$33,890,509	\$0	\$33,890,509
Pumping Plant	\$36,542,661	\$0	\$36,542,661
T. & D. Plant	\$54,249,441	\$0	\$54,249,441
General Plant	\$14,883,421	\$0	\$14,883,421
Construction Work in Progress	\$360,890	\$5,305	\$366,195
Guar. Deposit-Checking	-\$100	\$0	-\$100
2001 - Bond Reserve Fund	\$0	\$0	\$0
2001 - Bond Interest Fund	\$0	\$0	\$0
General Fund-Checking	\$2,975,950	\$38,061	\$3,014,011
2010 - Bond Reserve Fund	\$2,114,207	\$0	\$2,114,207
2011 - Bond Reserve Fund	\$233	\$0	\$233
General Fund Local Agency Invest	\$2,910,972	\$30,000	\$2,940,972
Water Replenishment Reserve	\$3,507,006	\$0	\$3,507,006
Capital Projects Reserve	\$73,875	\$0	\$73,875
LAIF Construction Fund	\$2,757,278	\$10,000	\$2,767,278
Medium Term Notes	\$5,651,382	\$5,000	\$5,656,382
KC Treasury - R&R Construction Fund	\$0	\$0	\$0
KC Treasury - Solar Project Fund	\$0	\$0	\$0
Solar Project Repayment Fund	\$0	\$0	\$0
WFB 2010 Reserve Fund Bonds	\$0	\$0	\$0
WFB 2005 Reserve Fund Bonds	\$0	\$0	\$0
WFB 2011 Reserve Fund Bonds	\$0	\$0	\$0
Payroll Account	-\$23,779	-\$36,033	-\$59,812
Cash on Hand-Office	\$470	\$0	\$470
Petty Cash-Checking	\$0	\$0	\$0
Petty Cash-Box	\$500	\$0	\$500
Accounts Receivable	\$1,190,761	-\$170,675	\$1,020,087
Unbilled AVR	\$813,765	\$0	\$813,765
Allowance for Doubtful Accounts	-\$258	\$0	-\$258
Materials Inventory	\$486,683	-\$9,753	\$476,930
Deferred Outflow - Contributions	\$328,068	\$0	\$328,068
Deferred Outflow - Actuarial	\$1,545,711	\$0	\$1,545,711
Prepaid Expenses	\$21,116	\$966,976	\$988,091
KCWA-Deferred Debit	\$697,705	-\$506,156	\$191,549
Purch. Water-Def. Debit	\$0	\$0	\$0
Water Inv. - RRBWSD Owed	\$0	\$0	\$0
WKPV Water - Inventory & SWP	\$26,848,304	\$0	\$26,848,304
<b>Total Assets</b>	<b>\$226,636,457</b>	<b>\$332,725</b>	<b>\$226,969,182</b>
<b>=====</b>			
<i>LIABILITIES</i>			
Accounts Payable	\$118,047	-\$109,631	\$8,416
Unfunded OPEB Liability	\$4,394,725	\$0	\$4,394,725
Interest Accrued on Bonds	\$664,502	\$0	\$664,502
Guarantee Deposits	\$318,622	\$1,595	\$320,217
Accrued Payroll Items	\$120,176	\$48,965	\$169,141
Pension Liability	\$3,661,016	\$8,201	\$3,669,216
Deferred Inflows - Actuarial	-\$2,498,463	\$0	-\$2,498,463
Deferred Cr.-Cust. Adv. Pay.	\$825,934	\$0	\$825,934
Deferred Inflow - Chg in Assump	\$783,907	\$0	\$783,907
Deferred Outflow - Expcted/Actual	-\$24,252	\$0	-\$24,252
Deferred Revenue - Deposits	-\$12,596	\$0	-\$12,596
Water Liability- BVWSD	\$1,293,200	\$0	\$1,293,200
Water Exchanges Payable	\$499,382	\$0	\$499,382
Contrib. Water Study	\$4,400	\$0	\$4,400
2001 Bonds Payable (La Paloma)	\$0	\$0	\$0
2010 Bonds Payable(R&R Project)	\$22,941,162	\$0	\$22,941,162
2011 Bonds Payable (Solar)	\$0	\$0	\$0
Bond Discount & Issue Costs	-\$241,649	\$0	-\$241,649
2010 Bond Disc/Issuance Costs	-\$262,500	\$0	-\$262,500
2011 Bond Disc/Issuance Costs	\$0	\$0	\$0
Bond Discount - 2005 Accum Amort	\$241,649	\$0	\$241,649
Bond Discount - 2010 Accum Amort	\$105,729	\$0	\$105,729
Bond Discount - 2011 Accum Amort	\$0	\$0	\$0
2011 Bond Premium	\$0	\$0	\$0
US Bank Bonds Pay. Current	\$415,000	\$0	\$415,000
Bonds - Current Portion Offset	-\$415,000	\$0	-\$415,000
Deferred Bond Refunding	-\$1,173,048	\$0	-\$1,173,048
Acc Amort- Deferred Bond Refund	\$1,173,048	\$0	\$1,173,048
Reserve for Depreciation	\$68,572,990	\$176,000	\$68,748,990
<b>Total Liabilities</b>	<b>\$101,505,981</b>	<b>\$125,130</b>	<b>\$101,631,111</b>
<b>=====</b>			
<i>EQUITIES</i>			
Contrib. Aid of Construction	\$32,189,483	\$0	\$32,189,483
Earned Surplus	\$90,948,767	\$1,738,344	\$92,687,111
Excess Revenue-Current Year	\$1,992,226	-\$1,530,749	\$461,477
<b>Total Equities</b>	<b>\$125,130,476</b>	<b>\$207,596</b>	<b>\$125,338,072</b>
<b>=====</b>			
<b>TOTAL LIABILITIES &amp; EQUITIES</b>	<b>\$226,636,457</b>	<b>\$332,725</b>	<b>\$226,969,182</b>
<b>=====</b>			

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**       **FINANCE COMMITTEE  
(Morris, Niblett)**

**AGENDA ITEM:**    **ii.     Discussion and Appropriate Action Regarding:  
Capital Improvements Budget Comparison and  
Equipment Procurement**

**BACKGROUND INFORMATION:**

Attached for your information are the Capital Improvements Budget Comparison and Equipment Procurement Report

**JUSTIFICATION:**

**STAFF RECOMMENDATIONS:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

<input type="checkbox"/>	Recommend Board Approval
<input type="checkbox"/>	NO (Rejected)
<input type="checkbox"/>	Full Board to Review
<input checked="" type="checkbox"/>	Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Recommended this item be added to Consent Agenda

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

WEST KERN WATER DISTRICT  
2025 - 2026  
CAPITAL IMPROVEMENT PROJECTS BUDGET

Board Meeting  
August 26, 2025

JOB #		Budget Amount	Total To Date 25/26 Budget	Over (Under) Budget	
<b>T &amp; D DEPARTMENT</b>					
1	South Taft Water System Improvements Phase III (WKWD's Cost Share)	228,353		(228,353)	0.0%
2	Pipeline Replacement - Hwy 119 2.5" Job 24-1301	35,221		(35,221)	0.0%
3	Pipeline Replacement - Lateral 11 Maricopa - Phase I	123,950		(123,950)	0.0%
4	26-1200 Pipeline Installation - Terrace Dr to Sage St Loop 2 Dead Ends	21,430	2,852	(18,578)	13.3%
5	Pipeline Installation - 100 Block of Tyler & Polk St & 100 block of Pierce & Fillmore St.	21,321		(21,321)	0.0%
6	Reserve for Unfunded Capital Improvements	30,000		(30,000)	0.0%
R1					
R2					
Total \$ used for Unfunded projects:			0		0.0%
Total T & D Dept.		460,275	2,852	(457,423)	0.6%
<b>PRODUCTION DEPARTMENT</b>					
1	Murphy Controller Replacements (2)	45,810		(45,810)	0.0%
2	Radio/OIT Replacement	247,205		(247,205)	0.0%
3	Replace Soft Starter at B3-1	21,245		(21,245)	0.0%
4	Storage Building/Garage for Tractor	37,753		(37,753)	0.0%
5	Reserve for Unfunded Capital Improvements	50,000		(50,000)	0.0%
R1					
R2					
Total \$ used for Unfunded projects:			0		0.0%
Total Production Dept.		402,013	0	(402,013)	0.0%
<b>ENGINEERING DEPARTMENT</b>					
1	Well NW2 Rehabilitation	175,000		(175,000)	0.0%
2	Water Well Removal and Inspection	175,000		(175,000)	0.0%
3	25 Hill Tank 2 Floor Inspection	52,500		(52,500)	0.0%
4	25 Hill Tank 2 Reroof (Partial Insurance Coverage)	169,763		(169,763)	0.0%
5	25 Hill Tank 2 Floor Repair	514,248		(514,248)	0.0%
6	25 Hill Tank 2 Demo	110,723		(110,723)	0.0%
7	Maricopa Tank 21 Interior Recoat and Exterior Overcoat	528,650		(528,650)	0.0%
8	Office Customer Parking Lot Improvements	78,934		(78,934)	0.0%
9	District Office Improvements (Entrance, Reception Area, Front Counter)	164,379		(164,379)	0.0%
10	Reserve for Unfunded Capital Improvements	25,000		(25,000)	0.0%
R1					
R2					
Total \$ used for Unfunded projects:			0		0.0%
Total Engineering Dept.		1,994,196	0	(1,994,196)	0.0%
<b>FIELD SERVICES DEPARTMENT</b>					
1	Reserve for Unfunded Capital Improvements	25,000		(25,000)	0.0%
R1					
R2					
Total \$ used for Unfunded projects:			0		0.0%
Total Field Services Dept.		25,000	0	(25,000)	0.0%
<b>GENERAL &amp; ADMINISTRATIVE DEPARTMENT</b>					
1	Electric Vehicle Level 2 Charging Stations	29,055		(29,055)	0.0%
2	Install Irrigation Meters for Large Landscape Customers	82,500		(82,500)	0.0%
3	South Pond Gate Structure Repair/Replacement	99,000		(99,000)	0.0%
4	Install Flow Meters at M1 Lateral and B1 Pond	50,000		(50,000)	0.0%
5	Reserve for Unfunded Capital Improvements	0		0	0.0%
R1					
R2					
Total \$ used for Unfunded projects:			0		0.0%
Total Gen/Adm Dept.		260,555	0	(260,555)	0.0%
<b>TOTAL CAPITAL IMPROVEMENT PROJECTS</b>		<b>3,142,039</b>	<b>2,852</b>	<b>(3,139,187)</b>	<b>0.1%</b>

WEST KERN WATER DISTRICT  
2025 - 2026  
**EQUIPMENT PROCUREMENT BUDGET**  
Board Meeting  
August 26, 2025

			Trade-In	Budget Amount	ACTUAL COST \$	Over (Under) Budget
<b>T &amp; D DEPARTMENT</b>						
1	TD-2601	Portacool 6500 Apex Evaporative Cooler - Welding Shop		6,000		(6,000)
<b>Total T &amp; D Dept.</b>				<b>6,000</b>	<b>0</b>	<b>(6,000)</b>

**PRODUCTION DEPARTMENT**

1	PD-2601	Spare Engine Parts		86,480		(86,480)
2	PD-2602	Soft Starter Spare		10,675		(10,675)
3	PD-2603	Bore Scope		15,296		(15,296)
<b>Total Production Dept.</b>				<b>112,452</b>	<b>0</b>	<b>(112,452)</b>

**GENERAL & ADMINISTRATIVE DEPARTMENT**

1	AD-2601	2 Qty Trailer Backhoe 206 & 211		71,535		(71,535)
2	AD-2602	2 Diesel T&D Trucks Cab, Chassis and Body 107 & 110		408,223		(408,223)
3	AD-2603	2 Ford 150 Pro Lightning Electric Trucks		126,359		(126,359)
4	AD-2604	Vacuum Excavator w/Trailer		91,852		(91,852)
5	AD-2605	Office Car Plug-in Hybrid		63,420		(63,420)
6	AD-2606	4 Workstations, 2 Laptops, 2 Switches, 1 Datto Backup 8TB		22,076		(22,076)
<b>Total Gen/Adm Dept.</b>				<b>783,464</b>	<b>0</b>	<b>(783,464)</b>

**ENGINEERING DEPARTMENT**

1	ED-2601	Solar Inverter Main Blower & VFD Fans		9,289		(9,289)
2	ED-2602	Solar Tracker PLC		10,516		(10,516)
<b>Total Field Services Dept.</b>				<b>19,805</b>	<b>0</b>	<b>(19,805)</b>

**FIELD SERVICES DEPARTMENT**

1	FD-2601	Regulator Vault Lid - Maricopa Station M - Regulator 19,19A,19B		15,855		(15,855)
2	FD-2602	Regulator Rebuild Kits		19,000		(19,000)
<b>Total Field Services Dept.</b>				<b>34,855</b>	<b>0</b>	<b>(34,855)</b>

<b>TOTAL EQUIPMENT PROCUREMENT</b>				<b>956,576</b>	<b>0</b>	<b>(956,576)</b>
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WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD AUG 01, 2025 THROUGH AUG 19, 2025

FINANCE MEETING

Check	Payee	Description	Amount
	Deere & Company	1-GRAPPLE BUCKET 1-LOADER -1-LESS MOUNTING FRAME 1-MECHANICAL	\$18,599.45 <del>\$18,599.45</del> **
	FERGUSON ENTERPRISES INC #1350	TRAFFIC STEM COUPLING PINS STA C	\$233.25 <b>\$233.25</b> **
58569	AT & T MOBILITY	MONTHLY SERVICE - JUNE 2025	\$1,088.67 <b>\$1,088.67</b> **
58579	CONTRABAND CONTROL SPECIALIST CONTRABAND CONTROL SPECIALIST	NON DOT PRE-EMPLOYMENT ORAL FLUID LAB NON DOT BREATH NON DOT PRE-EMPLOYMENT ORAL FLUID LAB NON DOT BREATH	\$85.00 \$85.00 <b>\$170.00</b> **
58594	KLEIN DENATALE GOLDNER COOPER ROSENLIB & KIM	LEGAL - GENERAL BUSINESS JUNE 2025	\$1,927.50 <b>\$1,927.50</b> **
58598	PG & E PG & E PG & E PG & E	ELECT / GAS - JUNE 2025 ELECT / GAS - JUNE 2025 ELECT / GAS - JUNE 2025 ELECT / GAS - JUNE 2025	\$4.74 \$1,613.10 \$3,769.92 \$11,470.29 <b>\$16,858.05</b> **
58603	Unified Field Services Corporation	RETENTION PAID STATION B TANK 20 & 27 EXTERNAL RECOAT #25-3101	\$5,304.95 <b>\$5,304.95</b> **
58605	Woodard & Curran Inc	WKWD SGMA IMPLEMENTATION PM SUBBASIN COORDINATION GSP UPDATE	\$7,972.50 <b>\$7,972.50</b> **
58612	B S K ASSOCIATES	B-QUANTI-TRAY 51 DW TOTAL COLIFORM AND E COLI	\$285.00 <b>\$285.00</b> **
58622	O'Reilly Auto Enterprises LLC O'Reilly Auto Enterprises LLC O'Reilly Auto Enterprises LLC	2-FUEL FILTER 1-TRANS FLUIDE 1-TRANS FLUIDE 1-FUEL FILTER CREDIT - FUEL FILTER 1GAL TRANSFLD 1QTTTRANSFLD FUEL FILTER L GAL TRANSFLD 1QTRNASFLD	\$83.48 -\$74.71 \$74.71 <b>\$83.48</b> ** <b>\$975.00</b> **
	BOWMAN ASPHALT INC.	1.00-1/2" AB-F 64-10 15R PT SAGE ST REPAIR	\$1,450.00 <b>\$1,450.00</b> **
	BRAVO ANA	Refund Check 009622-000 526 ROSE	\$22.15 <b>\$22.15</b> **
	BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC	600 GALLONS OF GAS WITH STATE AND FED TAXES 600 GALLONS OF GAS WITH STATE AND FED TAXES 600 GALLONS OF GAS WITH STATE AND FED TAXES 600 GALLONS OF GAS WITH STATE AND FED TAXES 600 GALLONS OF GAS WITH STATE AND FED TAXES 600 GALLONS OF GAS WITH STATE AND FED TAXES 675 GALLONS OF DIESEL WITH STATE AND FED TAXES	\$110.95 \$887.59 \$554.74 \$443.79 \$110.94 \$110.95 \$2,991.73 <b>\$5,210.69</b> **
	CARNEY'S BUSINESS TECHNOLOGY	MONTHLY MANAGED IT SERVICES FOR 24 X 7 MONITORING OF SERVERS	\$7,530.00 <b>\$7,530.00</b> **
	CHEMSEARCH	UNION #2 MULTIPLEX RED GREASE	\$503.25 <b>\$503.25</b> **
	CONTRABAND CONTROL SPECIALIST	NON DOT PRE-EMPLOYMENT ORAL FLUID LAB NON DOT BREATH	\$85.00 <b>\$85.00</b> **
	CONTROL FIRE PROTECTION INC	1-ANNUAL FIRE INSPECTION	\$750.00 <b>\$750.00</b> **

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD AUG 01, 2025 THROUGH AUG 19, 2025

FINANCE MEETING

Check	Payee	Description	Amount
	CORTES PEREZ GERARDO	Refund Check 018150-000 501 1/2 JACKSON	\$14.52 <b>\$14.52 **</b>
	CROSS AARON	Refund Check 019654-001 519 1/2 HARRISON	\$94.75 <b>\$94.75 **</b>
	CRUZ GARCIA ANTELMO	Refund Check 018607-000 810 PIERCE	\$16.28 <b>\$16.28 **</b>
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$18.15
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$24.19
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$24.19
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$30.25
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$24.19
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$12.45
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$16.59
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$16.60
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$21.03
	DAIOHS USA INC FIRST CHOICE COFFEE SERVICES/BLI MONTHLY COFFEE SERVICE		\$16.60
			<b>\$204.24 **</b>
	DELL MARKETING L P	4-DELL PRO SLIM PLUS QBS1250 SFF WORKSTATION AMF CS LP BRF	\$11,292.81 <b>\$11,292.81 **</b>
	DINWIDDIE ROBERTA	Refund Check 019693-001 723 PIERCE	\$80.70 <b>\$80.70 **</b>
	DURAN BRAVO VANESSA	Refund Check 015339-001 408 JACKSON	\$59.10 <b>\$59.10 **</b>
	ENABLING ELEMENTS INC.	BROAD BAND INTERNET SERVICE FOR SCADA PAGING SYSTEM AUGUST 2025	\$15.00 <b>\$15.00 **</b>
	FERGUSON ENTERPRISES INC #1350	6"x 12" F/C PIPE REPAIR CLAMP	\$1,225.82 <b>\$1,225.82 **</b>
	HACH COMPANY INC	2-DR300 POCKET COLORIMETER 2-DPD FREE BULK DISPENSER + POWDER	\$1,764.71
	HACH COMPANY INC	DPD FREE REFILL VIAL	\$732.74
			<b>\$2,497.45 **</b>
	JIM BURKE FORD	1-LOCK SET 1-KEY #115	\$74.50 <b>\$74.50 **</b>
	KERN COUNTY WATER AGENCY	BASIC CHARGES INDEPENDENT AUDIT ASSOC CAL/YR 2025	\$6,289.00
	KERN COUNTY WATER AGENCY	CREDIT - BASIC CHARGES INDEPENDENT AUDIT ASSOC CAL/YR 2024	-\$1,503.00
			<b>\$4,786.00 **</b>
	Kern Groundwater Authority Kern Non-Districted Land A 2025 SECOND CASH CALL		\$6,557.50 <b>\$6,557.50 **</b>
	LAMONT FENCE COMPANY	6-4 X 6 CHAIN LINKCUT INS 40'-TENSION WIRE FENCING STRAIGHTEN	\$1,490.00 <b>\$1,490.00 **</b>
	LARSON SARAH	Refund Check 016051-001 516 GRANT TERRACE	\$39.00 <b>\$39.00 **</b>
	LOPEZ CALLETANO CARMEN	Refund Check 020006-001 426 OLIVE	\$41.65 <b>\$41.65 **</b>
	MOTOR CITY SALES AND SERVICE	1-TRANSMITTER #125	\$271.44 <b>\$271.44 **</b>
	Mountain and Desert Media LLC The Taft Midway Driller JULY INTERNET SALES FRONT PAGE 4TH OF JULY AD CITY MAP FULL		\$1,129.50 <b>\$1,129.50 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD AUG 01, 2025 THROUGH AUG 19, 2025

FINANCE MEETING

Check	Payee	Description	Amount
	NUNEZ PEREZ MARIO	Refund Check 019885-000 301 ADAMS	\$47.37 <b>\$47.37 **</b>
	O'Reilly Auto Enterprises LLC	12-DEF	\$207.71
	O'Reilly Auto Enterprises LLC	MOLYKOTE O-RING LUBRICANT #55	\$1,169.10
	O'Reilly Auto Enterprises LLC	PERMATEX ULTRA BLACK 3.35 OZ	\$137.86 <b>\$1,514.67 **</b>
	ORNELAS RAMON	Refund Check 020036-000 1010 STANDARD	\$62.44 <b>\$62.44 **</b>
	PERRON JOHN	Refund Check 020032-000 411 TYLER	\$67.55 <b>\$67.55 **</b>
	RODRIGUEZ MARTINEZ LAURA	Refund Check 016088-001 150 CENTER	\$5.55 <b>\$5.55 **</b>
	SACAMANO LLC	COUNTY NATIONWIDE DRIVING CRIMINAL RECORDS SEARH	\$134.34 <b>\$134.34 **</b>
	SAN JOAQUIN VALLEY AIR	FEE - 25/26 ANNUAL PRO FAC ID S2646 9/1/25 - 8/31/26	\$290.00 <b>\$290.00 **</b>
	SMITH & SONS TIRE INC	1-FLAT REPAIR PATCH #136	\$32.58 <b>\$32.58 **</b>
	<b>SOUTH VALLEY PUMP</b>	<b>C-10 PUMP REPAIR PD-2601</b>	<b>\$9,216.79</b> <b>\$9,216.79 **</b>
	SPRINGBROOK HOLDING COMPANY LLC	CIVIC PAY IVR PAY PAD ONLINE SUBSCRIPTION	\$3,342.00 <b>\$3,342.00 **</b>
	SUPPORT PRODUCT SERVICES INC.	BI-ANNUAL SERVICE 1-NOX KIT 1-O2 SENSOR ECOM ANALYZER PM.	\$761.92 <b>\$761.92 **</b>
	TAFT KIWANIS	YEARLY FLAG PROGRAM	\$60.00 <b>\$60.00 **</b>
	TANNEHILL CHAD	Refund Check 011731-001 609 PHILIPPINE	\$19.67 <b>\$19.67 **</b>
	TERRAVERDE ENERGY LLC	SOLAR FEASIBILITY CONSULTING	\$1,028.75 <b>\$1,028.75 **</b>
	TRUE VALUE HOME CENTER	1-1 GAL ALU PAINT 1-CA RECOVERY FEE 1-ROLLER3-1 7/8 CHAIN LINK	\$111.68
	TRUE VALUE HOME CENTER	1-14/3 EXT CORD 1-1/4 HP PUMP COOLER PUMP FOR G2 EXT CORD	\$169.94
	TRUE VALUE HOME CENTER	7-CLEAR PAINT PAINT FOR SOLAR PULL BOXES.	\$55.24 <b>\$336.86 **</b>
	U S GEOLOGICAL SURVEY	Refund Check 017856-000 HYDRANT	\$860.92 <b>\$860.92 **</b>
	VELASCO YESCA JAVIER	Refund Check 019956-000 421 SHATTUCK	\$79.85 <b>\$79.85 **</b>
	WALDROP'S AUTO PARTS INC	BELTS THREADLOCK WASHERS SUPPLIES FOR GENERATORS & COMP	\$792.23 <b>\$792.23 **</b>
	WESTSIDE WASTE MANAGEMENT CO INC.	COT 3YD COT 96 GAL ORGANICS RECYCLING GATE FEE COMMERCIAL	\$414.48 <b>\$414.48 **</b>
	ZIMMERMAN REAL ESTATE SERVICES	Refund Check 008379-002 512 #B WASHINGTON	\$89.25 <b>\$89.25 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD AUG 01, 2025 THROUGH AUG 19, 2025

FINANCE MEETING

Check	Payee	Description	Amount
	ZORO TOOLS INC.	4-L.H. DOTTIE PVC RATCHETING PIPE CUTTER	\$159.13
	ZORO TOOLS INC.	SOCKET EXTENSION SET 1/2 IN DRIVE 1-1/16 SAE SOCKET 6 POINTS	\$129.53
			<b>\$288.66 **</b>
58569	AT & T MOBILITY	MONTHLY SERVICE - JULY 2025	\$1,781.47
			<b>\$1,781.47 **</b>
58570	ACWA / JPIA	Non-Union Dental - Sept. 2025	\$1,606.18
			<b>\$1,606.18 **</b>
58571	ALCALA JUAN	Refund Check 019563-001 309 #2 WARREN	\$45.13
			<b>\$45.13 **</b>
58572	ANTHEM BLUE CROSS	Non-Union Medical - Sept. 2025	\$30,519.90
			<b>\$30,519.90 **</b>
58573	AVANTE BEHAVIORAL HEALTH	EAP MEDICAL - AUGUST 2025	\$120.00
			<b>\$120.00 **</b>
58574	B S K ASSOCIATES	ARSENIC CA DW ICPMS	\$335.00
	B S K ASSOCIATES	B-QUANTI-TRAY 51 DW TOTAL COLIFORM AND E COLI	\$285.00
	B S K ASSOCIATES	B-QUANTI-TRAY 51 DW TOTAL COLIFORM AND E COLI	\$285.00
	B S K ASSOCIATES	B-QUANTI-TRAY 51 DW TOTAL COLIFORM AND E COLI	\$285.00
	B S K ASSOCIATES	B-QUANTI-TRAY 51 DW TOTAL COLIFORM AND E COLI	\$285.00
	B S K ASSOCIATES	B-QUANTI-TRAY 51 DW TOTAL COLIFORM AND E COLI	\$285.00
	B S K ASSOCIATES	EPA 524.2 - THMS EPA 552.3 TOTAL HALOACETIC ACIDS	\$500.00
			<b>\$2,260.00 **</b>
58575	BAKERSFIELD PIPE & SUPPLY	1-3 STD LR 45 WELD ELL 1-3 STD LR 90 WELD ELL 1-4 150 RF WN FL	\$135.67
			<b>\$135.67 **</b>
58576	BILYEU LARRY J	MONTHLY ANSWERING SERVICE - JULY 2025	\$773.52
			<b>\$773.52 **</b>
58577	CARNEY'S BUSINESS TECHNOLOGY	REPLACE TRANSFER BELT IN TAYLOR'S PRINTER HP LASERJET CP4025	\$496.30
			<b>\$496.30 **</b>
58578	CASTREJON MORALES MARIO	Refund Check 018963-001 148 NORTH	\$64.00
			<b>\$64.00 **</b>
58580	Core & Main LP	19.00-ARMORCAST A6000484T - HR AMR DUSTIN ACRES HWY 119	\$4,090.44
	Core & Main LP	2.00-HUSQVARNA K970 14" CONCRETE POWER CUTTER SAW STATION C	\$4,282.01
	Core & Main LP	PIPE NUT KIT GASKETS TEES FOR SAGE AND TERRACE # 26-1200	\$13,344.85
			<b>\$21,717.30 **</b>
58581	DE LA CRUZ FLORENCIA	Refund Check 018910-000 631 WARREN	\$44.77
			<b>\$44.77 **</b>
58582	ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE INC	ENTERPRISE AGREEMENT FEE SOFTWARE / MAINTENANCE	\$9,340.76
			<b>\$9,340.76 **</b>
58583	ESTRELLA ARCIGA RAUL	Refund Check 017480-002 104 MONROE	\$98.55
			<b>\$98.55 **</b>
58584	FASTENAL COMPANY	1 000-8" 50LB TENSILE UV RESISTANT BLACK NYLON 6.6 ORMADUS (REG)	\$29.88
	FASTENAL COMPANY	24-THICKSTER DISPOSABLE BLUE LATEX GLOVES XL	\$1,408.70
	FASTENAL COMPANY	5/8 - 11 FHNz 5 NUTS-60 PIECE	\$9.41
			<b>\$1,447.99 **</b>
58585	FERGUSON ENTERPRISES INC #1350	4"x 6"SMITH BLAIR PIPE CLAMP	\$501.13
	FERGUSON ENTERPRISES INC #1350	4"x12"SMITH BLAIR FULL CIRCLE	\$2,034.96
	FERGUSON ENTERPRISES INC #1350	4X3 SMITH PIPE CLAMP STYLE #245 4.50 #245-00045003000	\$358.65
	FERGUSON ENTERPRISES INC #1350	8"x 12" F/C PIPE REPAIR CLAMP.	\$2,608.20
			<b>\$5,502.94 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD AUG 01, 2025 THROUGH AUG 19, 2025

FINANCE MEETING

Check	Payee	Description	Amount
58586	Fidelity Security Life Insurance Company	Monthly Billing for Employee Vision Plan - August 2025	\$332.89
	Fidelity Security Life Insurance Company	Monthly Billing for Employee Vision Plan - August 2025	\$43.96
			<b>\$376.85 **</b>
58587	FRONTIER COMMUNICATIONS	MONTHLY SERVICE - JULY 2025	\$2,111.32
			<b>\$2,111.32 **</b>
58588	GARNER JUSTIN	Refund Check 015279-000 331 D	\$5.70
			<b>\$5.70 **</b>
58589	GLOBALSTAR USA	MONTHLY SERVICE - JULY 2025	\$317.40
			<b>\$317.40 **</b>
58590	GORDEN WILLELLA	Refund Check 015424-003 512 #D WASHINGTON	\$42.75
			<b>\$42.75 **</b>
58591	GUADALUPE LOPEZ LETICIA	Refund Check 019187-002 422 1/2 SAN EMIDIO ST APT# B	\$12.80
			<b>\$12.80 **</b>
58592	HEALY DEBORAH	Refund Check 019466-000 323 A	\$38.40
			<b>\$38.40 **</b>
58593	INFOSEND INC.	PRINTING / POSTAGE - JULY 2025	\$1,507.04
	INFOSEND INC.	PRINTING / POSTAGE - JULY 2025	\$571.07
			<b>\$2,078.11 **</b>
58594	KLEIN DENATALE GOLDNER COOPER ROSEN LIEB & KIM LEGAL - GENERAL BUSINESS JULY 2025		\$1,050.00
			<b>\$1,050.00 **</b>
58595	MARTIN SANTIAGO ELIO	Refund Check 017075-002 715 #B SAN EMIDIO	\$5.55
			<b>\$5.55 **</b>
58596	MISSION LINEN SUPPLY - SAP # 175505	MONTHLY SERVICE - UNIFORMS JULY 2025	\$550.56
	MISSION LINEN SUPPLY - SAP # 175505	MONTHLY SERVICE - UNIFORMS JULY 2025	\$642.32
	MISSION LINEN SUPPLY - SAP # 175505	MONTHLY SERVICE - UNIFORMS JULY 2025	\$275.28
	MISSION LINEN SUPPLY - SAP # 175505	MONTHLY SERVICE - UNIFORMS JULY 2025	\$364.41
			<b>\$1,832.57 **</b>
58597	MISSION LINEN SUPPLY - SAP # 175789	MONTHLY SERVICE - JULY 2025	\$43.60
	MISSION LINEN SUPPLY - SAP # 175789	MONTHLY SERVICE - JULY 2025	\$43.60
	MISSION LINEN SUPPLY - SAP # 175789	MONTHLY SERVICE - JULY 2025	\$130.80
			<b>\$218.00 **</b>
58598	P G & E	ELECT / GAS - SUM JULY 2025	\$18.17
	P G & E	ELECT / GAS - SUM JULY 2025	\$6,183.55
	P G & E	ELECT / GAS - SUM JULY 2025	\$14,451.36
	P G & E	ELECT / GAS - SUM JULY 2025	\$43,969.56
			<b>\$64,622.64 **</b>
58599	REMEDIAL TRANSPORTATION SERVICES	Refund Check 020023-000 HYDRANT	\$285.62
			<b>\$285.62 **</b>
58600	SEQUOIA EQUIPMENT COMPANY INC.	1.00-91781631-198 BUCKET	\$2,387.15
			<b>\$2,387.15 **</b>
58601	SOLANO MERINO JAIME	Refund Check 018533-000 416 PIERCE	\$19.60
			<b>\$19.60 **</b>
58602	U F C W LOCAL 8	Union Dues - August 2025	\$1,279.20
			<b>\$1,279.20 **</b>
58604	UNWIRED BROADBAND	SOLAR SECURITY - NW3 - SW 2-02	\$295.98
			<b>\$295.98 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD AUG 01, 2025 THROUGH AUG 19, 2025

FINANCE MEETING

Check	Payee	Description	Amount
58606	ZORO TOOLS INC.	1/4 INCH DRIVE 12-POINT SOCKET AND RACHET SET	\$102.41
	ZORO TOOLS INC.	1-RED HELIX COBALT DRILL BIT SET	\$162.36
	ZORO TOOLS INC.	2-1/4" X 4 1/2" STEEL CONCRETE DRILL BITS	\$9.53
	ZORO TOOLS INC.	2-PUMP-SUB 2 1HP 115V 73GPM	\$1,182.07
	ZORO TOOLS INC.	SCALING CHISEL CORDELSS DRILLS CORDLESS IMPACT WRENCH DRIVE	\$626.19
			<b>\$2,082.56 **</b>
58611	AMPARANO DONNA	Refund Check 019982-000 26025 ORANGE	\$77.84
			<b>\$77.84 **</b>
58615	CROFFORD CHEYANNE	Refund Check 019862-000 416 POSO	\$87.98
			<b>\$87.98 **</b>
58616	GARCIA RIANO VICTOR	Refund Check 019995-000 210 3RD	\$97.10
			<b>\$97.10 **</b>
58619	HOUGHTON KIRSTIN	Refund Check 012024-003 602 PHILIPPINE	\$23.48
			<b>\$23.48 **</b>
58621	ORDE WILLIAM	Refund Check 017670-000 10529 ODYSY	\$32.05
			<b>\$32.05 **</b>
58625	SIMPSON AMANDA	Refund Check 014679-003 132 FRANKLIN	\$5.42
			<b>\$5.42 **</b>
58633	STATE WTR RESOURCE CTRL BOARD	FEE - APPLICATION D3 DISTRIBUTION OPERATOR CERTIFICATION	\$90.00
			<b>\$90.00 **</b>
<b>Total</b>			<b>\$293,912.96</b>

**PERSONNEL COMMITTEE SUMMARY REPORT  
FOR THE  
REGULAR BOARD MEETING OF AUGUST 26, 2025**

**MEMBERS :**

Dave Wells  
Gary Morris

**DATE OF MEETING:**  
August 18, 2025 @ 3:00 pm

**STAFF ATTENDING**

Greg Hammett  
Tami Sivils

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. **Discussion and Appropriate Action Regarding:  
Safety Meeting and Projects Report**
  
- ii. **Discussion and Appropriate Action Regarding:  
Position Vacancies – Status Report**

**END OF CONSENT AGENDA**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**                   **PERSONNEL COMMITTEE  
(Wells, Morris)**

**AGENDA ITEM:**    i.       **Discussion and Appropriate Action Regarding:  
Safety Meeting and Projects Report**

**BACKGROUND INFORMATION:**

**High Heat Pre-Shift Meetings** – 15 High Heat Pre-Shift Meetings were conducted with employees working in the field independently, or in a crew, during temperatures above 95 degrees between July 12, 2025, and August 15, 2025.

**Tailgates:**

- 07/18/2025   Solar Array Safety was presented to the Production Group by Nate Graham, District Electrician II
- 07/25/2025   Recognizing the Signs of a Heart Attack was presented to the T&D and Field Services Groups by Derek Griffith
- 08/01/2025   Be Aware of Your Surroundings for a Possible Sink Hole was presented by Lusiano Pina to the T & D Group

**Safety Training**

Amped Safety conducted the following Safety Compliance Training:

- HAZWOPER annual 8-hour refresher course was presented to 34 employees.
- New Hire Safety Orientation Training with 2 New Hires in T & D Group

**Risk Management Training**

SDRMA Risk Control Management Webinar Series – General Risk and Safety Best Practices to address the unique challenges faced by member Districts.

SDRMA Recognition Letter for No Paid Workers' Compensation Claims in 2024-2025

**JUSTIFICATION:**

**STAFF'S RECOMMENDATION:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

- \_\_\_\_\_ Recommend Board Approval
- \_\_\_\_\_ No (Rejected)
- \_\_\_\_\_ Full Board to Review
- X       Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**



August 11, 2025

Greg Hammett  
General Manager  
West Kern Water District  
Post Office Box 1105  
Taft, California 93268

**Re: No Paid Workers' Compensation Claims in 2024-25**

Dear Greg,

On behalf of SDRMA Board of Directors and staff, I am excited to extend our congratulations to you and your organization for no paid workers' compensation claims during the 2024-25 program year! A paid claim for the purposes of this recognition represents the first payment on an open claim during the prior program year.

In recognition of this accomplishment, I am pleased to inform you that West Kern Water District has earned one credit incentive point (CIP) and received a lower experience modification factor (EMOD). This well-deserved recognition not only highlights your excellence in risk management but also rewards your efforts by reducing your annual contribution amount. It is our way of acknowledging the hard work and dedication that went into maintaining a safe and secure environment.

We look forward to continuing our partnership in fostering a culture of safety and responsibility within your agency. Your leadership sets a powerful example for other members, and we are proud to have West Kern Water District as a part of SDRMA.

Once again, congratulations on this achievement. Please do not hesitate to reach out if there is anything we can do to support your continued success.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Seifert-Raffelson".

Sandy A. Seifert-Raffelson, President  
Board of Directors  
Special District Risk Management Authority



**SUPPORTING DATA  
REGULAR BOARD MEETING  
AUGUST 26, 2025**

**COMMITTEE:**        **PERSONNEL COMMITTEE  
(Wells, Morris)**

**AGENDA ITEM:**    ii.     **Discussion and Appropriate Action Regarding:  
Position Vacancies – Status Report**

**BACKGROUND INFORMATION:**

**Equipment Operator – Backhoe Specialist – T & D Group of the Operations Department**

Mike Black is the successful candidate to fill the Backhoe Specialist (Equipment Operator) position in the T & D Group of the Operations Department. His employment with the District began on July 28, 2025. Mike has over 5 years of experience primarily operating a backhoe and working in construction with Truitt Corporation, HWE Inc. and ARB Inc. He also has experience as a Plumbing Apprentice.

A contingent offer of employment for a second Equipment Operator in the T & D Group is currently pending. Upon completing all contingencies, the candidate is expected to begin their employment the week of August 26, 2025.

**Temporary for Summer Hire Program – 2 Field Assistants**

Zack Furman has ended his temporary Summer assignment on August 15, 2025, and is returning to school at Fresno State University.

Jackson Berry will be ending his temporary Summer assignment on August 19, 2025. He is also returning to Cal State University San Marcos.

Amber Alvarez has changed her major and returning to Taft College to finish her associate's degree the week of August 25, 2025. Amber will be transitioning to a Temporary P/T (16 hours a week schedule) through the end of her Fall Semester at TC.

**STAFF RECOMMENDATIONS:**

**JUSTIFICATION:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  X  

Recommend Board Approval  
NO (Rejected)  
Full Board to Review  
Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**ISSUES OF CONCERN  
FOR THE  
REGULAR BOARD MEETING OF  
AUGUST 26, 2025**

**Description:**

**Action:**

- |    |  |  |
|----|--|--|
| A. | September Meeting Calendar                       | Attached for Board Approval:   |
| B. | Potential Issues to be addressed at Next Meeting | Determination of Potential Topics<br>To be addressed at Next Meeting:  |
| C. | Board of Director's Announcements or Reports     | Board of Directors May Report on<br>Their Activities during the Month: |
| D. | General Manager's Report                         | General Manager will Report on<br>the following items:                 |
| E. | Management Staff Report                          | Management will Report on<br>Current Issues:                           |
| F. | Kern Non-Districted Land Authority Issues        | General Manager will Report on<br>Current Issues:                      |
| G. | Attorney Report                                  | Oral Presentation may be made:   |



# September 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
	1 Labor Day Holiday Office Closed	2	3	4	5	6
7	8	9	10	11	12 Committee Packets available in Directors Box after 4:30p.m.	13
14	15 3:00p.m. Personnel Wells / Morris 3:30p.m. Administration Jameson/Bravo	16 3:00p.m. Water Resources Wells/Bravo 3:30p.m. Finance Morris/Niblett	17 3:00p.m. Facilities Jameson/Niblett	18 Greg - Vaca.	19 Board Packets available in Directors Box after 4:30p.m. Greg - Vaca.	20
21	22 2:00p.m. KNDLA Meeting Hammett/Morris	23 5:00p.m. Regular Board Meeting	24	25	26	27
28	29	30				