

# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Ridgecrest City Hall   100 W California Ave., Ridgecrest, CA 93555   760-499-5002

## BOARD OF DIRECTORS AGENDA

Wednesday, November 12, 2025

**Closed Session – 10:00 a.m.**

**Open Session no earlier than 10:30 a.m.**

Pursuant to California Government Code 54953(b)(1) two additional call-in locations have been established for Board Members who will attend this meeting via teleconference at 14955 Dale Evans Parkway, Apple Valley, CA. 92307 and 1360 N Main St Bishop, CA. 93514.

***NOTICE:*** *In accordance with the evolving public health declarations, we will continue to provide live stream video for those wishing to participate virtually. Please see the Public Comment Notice below for detailed instructions on submitting public comment as well as websites for livestream broadcasting.*

*In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact April Keigwin at (805) 764-5452. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda items that are provided to the IWVGA Board of Directors prior to a regular meeting will be available for public inspection and copying at Ridgecrest City Hall, 100 W California Ave, Ridgecrest, CA 93555, or online at <https://iwvga.org/>.*

### Statements from the Public

*The public will be allowed to address the Board during Public Comments about subjects within the jurisdiction of the IWVGA Board and that are NOT on the agenda. No action may be taken on off-agenda items unless authorized by law. Questions posed to the Board may be answered after the meeting or at a future meeting. Dialog or extended discussion between the public and the Board or staff will be limited in accordance with the Brown Act. All Public Comment portions of the meeting shall be limited to three (3) minutes per speaker. Each person is limited to one comment during Public Comments.*

### 1. CALL TO ORDER

### 2. ADOPTION OF AGENDA

### 3. PUBLIC COMMENT ON CLOSED SESSION

### 4. CLOSED SESSION

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Renewable Resources Group; Under Negotiation: Price and terms of payment.

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Silvertip; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC v Indian Wells Valley Water District, et al. Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJ

**5. CALL TO ORDER – No earlier than 10:30 a.m.**

- a. Report on closed session
- b. Pledge of Allegiance
- c. Roll Call

**6. PUBLIC COMMENT**

This time is reserved for the public to address the Board about matters NOT on the agenda. No action will be taken on non-agenda items unless authorized by law. Comments are limited to three minutes per person.

**7. BOARD MEMBER COMMENTS**

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.

**8. CONSENT AGENDA**

- a. Approve Minutes of Board Meeting October 8, 2025
- b. Approve Expenditures  
*\*To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>.*
  - i. \$88,083.99 – Stetson Engineers
  - ii. \$52,526.78 – Provost & Pritchard – (SGMA IP)
  - iii. \$35,939.13 – Regional Government Services – (Replenishment / Extraction)
  - iv. \$15,781.25 – Capitol Core Group – (Replenishment)
  - v. \$8,458.00 – Westbound Communication – (Extraction)
  - vi. \$5,087.50 – Blue Mountain Development – (SGMA IP)
  - vii. \$415.00 – Transystems (SGMA IP)

**9. REIMBURSEMENT AGREEMENT WITH CITY OF RIDGECREST**

**10. AMENDMENT TO AGREEMENT WITH CAPITOL CORE GROUP**

**11. APPROVAL OF FISCAL YEAR 2027 CONGRESSIONALLY DIRECTED SPENDING REQUEST: WATER REPLENISHMENT PIPELINE**

**12. BLUE MOUNTAIN DEVELOPMENT PROJECT MANAGEMENT PROGRESS UPDATE**

**13. PROVOST & PRITCHARD CHANGE ORDERS FOR THE IMPORTED PIPELINE PROJECT**

- a. Change Order under Contract for Design Services
- b. Change Order under Contract for CEQA/NEPA Documents and Permit Documentation Services

**14. FOLLOWING PROGRAM REPORT**

**15. WATER RESOURCES MANAGER REPORT**

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
  - i. Imported Water Project
  - ii. Shallow Well Mitigation Program
- c. Miscellaneous Items
  - i. Data Collection and Monitoring
  - ii. IWVGA Basin Model Configuration Management Plan
  - iii. Rose Valley Subflow Update
  - iv. Rademacher Consolidation Update

**16. GENERAL MANAGER’S REPORT**

- a. Monthly Financial Report
- b. Outreach Update
- c. Report on IWVGA’s Water Marketer (Capitol Core Group)

**17. DATE OF NEXT MEETING – DECEMBER 10, 2025**

**18. ADJOURN**

**PUBLIC COMMENT NOTICE**

IWVGA meetings will be open to the public for physical attendance; However, for those who wish to continue using virtual alternatives please follow the directions below for access to live stream video as well as ways to submit public comment.

- **Watch meetings on-line:**  
All of our meetings are streamed live at <https://ridgecrest-ca.gov/369/Watch> (4 second streaming delay) or on YouTube at <https://www.youtube.com/cityofridgecrest/live> (22 second streaming delay) and are also available for playback after the meeting.
- **Call in for public comments:**  
If you wish to make verbal comment, *please call (760) 499-5010*. This phone line will allow only one caller at a time, so if the line is busy, please continue to dial. We will be allowing a 20-30 second pause between callers to give time for media delays and callers to dial in. Due to media delays, please mute your streaming device while making public comment. If you wish to comment on multiple items, you will need to call in as each item is presented.
- **Submit written comments:**  
We encourage submittal of written comments supporting, opposing, or otherwise commenting on an agenda item, for distribution to the Board prior to the meeting. Send emails to [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov) written correspondence may be sent to April Keigwin, Clerk of the Board, 100 W. California Ave., Ridgecrest, CA 93555. Please specify to which agenda item your comment relates.
- **Large Groups:**  
If you are part of a large group that would like to comment on an agenda item, please consider commenting in writing. This will be as impactful to the Board as having a large group in attendance.

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# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

City of Ridgecrest, Indian Wells Valley Water District, Inyo County, Kern County, San Bernardino County

## BOARD OF DIRECTORS MEETING OCTOBER 08, 2025

### IWVGA Members Present:

Chairman Scott Hayman, City of Ridgecrest	Carol Thomas-Keefer, IWVGA General Manager
Phillip Peters, Kern County	Keith Lemieux, Legal Counsel
Tim Itnyre, San Bernardino County	Steve Johnson, Stetson Engineers
John Vallejo, Inyo County	John Kersey, US Navy, DoD Liaison
	April Keigwin, Clerk of the Board

Attending via teleconference is John Vallejo, Tim Itnyre, and Steve Johnson.

Meeting recording, public comment letters submitted, and all board meeting related documents are made available at:

<https://iwvga.org/iwvga-meetings/>

### 1. CALL TO ORDER:

Chairman Hayman calls the meeting to order at 10:06 a.m.

### 2. ADOPTION OF AGENDA:

Motion made by Phillip Peters and seconded by John Vallejo to approve adoption of the agenda with an amendment to item 8.b.ii changing the amount owed from \$56,136.43 to \$70,473.39.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Saint-Amand	Absent
Director Itnyre	Aye
Director Vallejo	Aye

### 3. PUBLIC COMMENT ON CLOSED SESSION:

None.

Chairman Hayman calls the meeting into Closed Session at 10:08 a.m.

### 4. CLOSED SESSION:

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Renewable Resources Group; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Silvertip; Under Negotiation: Price and terms of payment.

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Government Code Section 54956.9(d)(1) - Name of case: Indian Wells Valley Groundwater Authority v. Searles Valley Minerals Inc., et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Government Code Section 54956.9(d)(1): IWVGA v. Inyokern CSD – Kern County Superior Court BCV-22-100281
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9)  
Name of Case: Searles Valley Minerals, Inc v. Indian Wells Valley Groundwater Authority [Case Number 30-2025-01457804-CU-WM-CJC]
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC v Indian Wells Valley Water District, et al. Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJ

Closed Session adjourns at 11:07 a.m.

*Director Itnyre leaves will not be rejoining the meeting for open session.*

**5. OPEN SESSION – no earlier than 11:00 a.m.**

Meeting reconvenes into Open Session at 11:11 a.m.

- a. Report on Closed Session – Counsel Lemieux reports no reportable action was taken that would require disclosure under The Brown Act.
- b. Pledge of Allegiance is led by Chairman Hayman
- c. Roll Call

Chairman Hayman	Present
Vice Chair Peters	Present
Director Saint-Amand	Absent
Director Itnyre	Absent
Director Vallejo	Present

**6. PUBLIC COMMENT:**

The board hears public comment from Judie Decker.

**7. BOARD MEMBER COMMENTS:**

Director Vallejo requests staff investigate the funding opportunity presented by Judie Decker.

**8. CONSENT AGENDA:**

- a. Approve Minutes of Board Meeting September 10, 2025
- b. Approve Expenditures

*\*To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>.*

- i. \$125,000.00 – City of Ridgecrest
- ii. \$70,473.39 – Stetson Engineers
- iii. \$33,503.09 – Provost & Pritchard – (SGMA IP)
- iv. \$29,911.60 – Regional Government Services – (Replenishment / Extraction)
- v. \$18,950.00 – Capitol Core Group – (Replenishment)
- vi. \$5,932.97 – Indian Wells Valley Water District (Consolidation)

The Board hears public comment from Judie Decker.

Motion made by John Vallejo and seconded by Phillip Peters to approve Minutes of Board Meeting August 13, 2025, and the following expenditures in the amount of \$125,000.00 to City of Ridgecrest, \$70,473.39 to Stetson Engineers, \$33,503.09 to Provost& Pritchard, \$29,911.60 to Regional Government Services, \$18,950.00 to Capitol Core Group and \$5,932.97 to Indian Wells Valley Water District. Motion carries unanimously (Ayes: Hayman, Peters, Vallejo; Absent: Itnyre, Saint-Amand).

**9. BOARD TO REVIEW AND ADOPT THE 2026 BUDGET:**

Carol Thomas-Keefer presents 2026 budget.

Motion made by Phillip Peters and seconded by John Vallejo to approve 2026 budget.

Motion carries unanimously (Ayes: Hayman, Peters, Vallejo; Absent: Itnyre, Saint-Amand).

**10. WATER RESOURCES MANAGER REPORT:**

Jeff Helsley provides updates on the following items:

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
  - i. Imported Water Project
  - ii. Shallow Well Mitigation Program
- c. Miscellaneous Items
  - i. Data Collection and Monitoring
  - ii. IWVGA Basin Model Configuration Management Plan
  - iii. Rose Valley Subflow Update
  - iv. Rademacher Consolidation Update

The Board hears public comment from Judie Decker and George Croll.

**11. GENERAL MANAGER REPORT:**

Carol Thomas-Keefer presents updates on public outreach. Michael McKinney of Capitol Core Group provides legislative update.

The Board hears public comment from Joshua Nugent.

**12. DATE OF NEXT MEETING – NOVEMBER 12, 2025**

**13. ADJOURN:**

Chairman Hayman adjourns the meeting at 12:48 p.m. on October 8, 2025.

Respectfully submitted,

April Keigwin  
Clerk of the Board  
Indian Wells Valley Groundwater Authority

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**Stetson Engineers**

Indian Wells Valley Groundwater Authority  
 100 W. California Ave.  
 Ridgecrest, CA 93555

Invoice number 2652-98  
 Date 10/23/2025

Project **2652 Indian Wells Valley Groundwater Authority**

Professional services through 09/30/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:01 Meetings & Prep**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	16.50	244.00	4,026.00
<b>Supervisor I</b>	7.00	212.00	1,484.00
<b>Associate II</b>	32.50	119.00	3,867.50
<b>Associate III</b>	0.50	114.00	57.00

Reimbursables

	Units	Rate	Billed Amount
Reproduction (Color)			
Non Vendor Reimbursables	48.00	0.89	42.72
	17.00	0.89	15.13
			<u>57.85</u>
			Subtotal 57.85
Reproduction (Black and White)			
Non Vendor Reimbursables	5.00	0.15	0.75
	57.00	0.15	8.55
			<u>9.30</u>
			Subtotal 9.30
			<u>9.30</u>
			Phase subtotal 9,501.65

**2652-2025:02.01 SGMA IP Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
<b>Assistant I</b>	1.50	101.00	151.50

**2652-2025:02.02 Urban Community Drought Relief Funding Administration**

Professional Fees

	Hours	Rate	Billed Amount
<b>Senior I</b>	1.00	170.00	170.00
<b>Associate II</b>	0.75	119.00	89.25
<b>Assistant I</b>	0.50	101.00	50.50



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority  
 Project 2652 Indian Wells Valley Groundwater Authority

Invoice number 2652-98  
 Date 10/23/2025

**2652-2025 Water Resources Management 2025**

Phase subtotal 309.75

**2652-2025:02.03 EPA Resiliency Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	2.00	244.00	488.00
<b>Supervisor I</b>	2.00	212.00	424.00
<b>Associate II</b>	1.50	119.00	178.50
Phase subtotal			1,090.50

**2652-2025:04 Data Mgmt System Support**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor II</b>	6.00	197.00	1,182.00

**2652-2025:05 General Project Mgmt**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	2.00	244.00	488.00

**2652-2025:07.03 Resiliency Grant: Design**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	5.00	244.00	1,220.00
<b>Supervisor I</b>	9.50	212.00	2,014.00
<b>Associate II</b>	37.75	119.00	4,492.25
Phase subtotal			7,726.25

**2652-2025:07.04 Resiliency Grant: Environmental**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor I</b>	1.50	212.00	318.00
<b>Associate II</b>	4.00	119.00	476.00
Phase subtotal			794.00

**2652-2025:07.05 Resiliency Grant: Right of Way**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor I</b>	2.00	212.00	424.00
<b>Associate II</b>	3.00	119.00	357.00
Phase subtotal			781.00

**2652-2025:11 Data Collection, Monitoring & Data Gaps**

Professional Fees

	Hours	Rate	Billed Amount



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project **2652 Indian Wells Valley Groundwater Authority**

Invoice number 2652-98

Date 10/23/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:11 Data Collection, Monitoring & Data Gaps**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor I</b>	0.50	212.00	106.00
<b>Senior III</b>	31.50	138.00	4,347.00
<b>Senior Associate</b>	116.25	132.00	15,345.00
<b>Associate III</b>	0.25	114.00	28.50
Reimbursables			
	Units	Rate	Billed Amount
Car Rental and Gas			
Joel Barnard	1.00	76.07	76.07
	1.00	52.00	52.00
	1.00	61.09	61.09
	1.00	10.01	10.01
	1.00	637.91	637.91
Subtotal			837.08
Stephan Bork	1.00	43.62	43.62
	1.00	15.73	15.73
	1.00	38.68	38.68
	1.00	36.45	36.45
	1.00	3,401.12	3,401.12
	1.00	38.61	38.61
	1.00	40.06	40.06
Subtotal			3,614.27
Subtotal			4,451.35
Equipment Rental Expense			
Joel Barnard	1.00	1,717.44	1,717.44
	1.00	3,148.64	3,148.64
Subtotal			4,866.08
Subtotal			4,866.08
Field Supplies			
Stephan Bork	1.00	8.14	8.14
	1.00	8.14	8.14
	1.00	11.09	11.09
	1.00	23.99	23.99
	1.00	12.73	12.73
	1.00	11.96	11.96
Subtotal			76.05
Subtotal			76.05
Lodging			
Joel Barnard	1.00	351.87	351.87



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority  
 Project 2652 Indian Wells Valley Groundwater Authority

Invoice number 2652-98  
 Date 10/23/2025

**2652-2025 Water Resources Management 2025**  
**2652-2025:11 Data Collection, Monitoring & Data Gaps**

Reimbursables

	Units	Rate	Billed Amount
<b>Lodging</b>			
Stephan Bork	1.00	505.52	505.52
	1.00	379.14	379.14
			<u>884.66</u>
			Subtotal
			Subtotal
			1,236.53
<b>Meals</b>			
Joel Barnard	1.00	8.51	8.51
	1.00	11.35	11.35
	1.00	12.45	12.45
	1.00	10.55	10.55
	1.00	31.41	31.41
			<u>74.27</u>
			Subtotal
Stephan Bork	1.00	11.22	11.22
	1.00	17.60	17.60
	1.00	13.72	13.72
	1.00	19.40	19.40
	1.00	5.40	5.40
	1.00	12.35	12.35
	1.00	15.03	15.03
	1.00	13.72	13.72
	1.00	11.24	11.24
	1.00	17.60	17.60
	1.00	27.14	27.14
	1.00	17.60	17.60
	1.00	9.10	9.10
	1.00	13.72	13.72
	1.00	17.60	17.60
	1.00	19.98	19.98
	1.00	13.72	13.72
			<u>256.14</u>
			Subtotal
			Subtotal
			330.41
<b>Mileage</b>			
Stephan Bork	12.00	0.70	8.40
<b>Overnight Mail</b>			
FedEx - 1120-7190-3	1.00		381.87
Stephan Bork	1.00	91.97	91.97
	1.00	90.63	90.63
			<u>182.60</u>
			Subtotal
			Subtotal
			564.47



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project 2652 Indian Wells Valley Groundwater Authority

Invoice number 2652-98

Date 10/23/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:11 Data Collection, Monitoring & Data Gaps**

Reimbursables

	Units	Rate	Billed Amount
Storage Fee			
Non Vendor Reimbursables	1.00		105.60
Toll			
Joel Barnard	1.00	12.95	12.95
Phase subtotal			31,478.34

**2652-2025:12 Shallow Well Consolidation Project**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	2.00	244.00	488.00
<b>Supervisor I</b>	0.50	212.00	106.00
<b>Associate II</b>	2.25	119.00	267.75
Phase subtotal			861.75

**2652-2025:18.1 Navy/Coso Cooperative Agreement**

Professional Fees

	Hours	Rate	Billed Amount
<b>Associate II</b>	0.25	119.00	29.75

**2652-2025:26 Budget Support**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	2.00	244.00	488.00
<b>Supervisor I</b>	5.00	212.00	1,060.00
<b>Senior I</b>	14.50	170.00	2,465.00
<b>Associate II</b>	101.00	119.00	12,019.00
<b>Assistant I</b>	5.00	101.00	505.00
Phase subtotal			16,537.00

**2652-2025:27 Litigation Support**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	7.00	244.00	1,708.00
<b>Special Project Director</b>	17.00	244.00	4,148.00
<b>Supervisor II</b>	51.00	197.00	10,047.00
<b>Associate II</b>	10.50	119.00	1,249.50
Phase subtotal			17,152.50

Water Resources Management 2025 subtotal			88,083.99
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**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project **2652 Indian Wells Valley Groundwater Authority**

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901

Phone: (415) 457-0701 • Fax: (415) 457-1638 • Website: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California

• Southern California

• Arizona

• Oregon

Invoice number 2652-98

Date 10/23/2025

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Invoice total **88,083.99**

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*Thank you for your business!*

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# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

April Keigwin  
Indian Wells Valley Groundwater Authority  
100 West California Avenue  
Ridgecrest, CA 93555

October 07, 2025  
Project No: 04101-23-002  
Invoice No: 123968

**Project Name: IWVGA Imported Water Conveyance Design Services**

**Client Project #:**  
**Professional Services from September 01, 2025 to September 30, 2025**

Phase: 122S Stantec Coordination Meetings

**Consultants**

Consultants		2,171.50	
<b>Total Consultants</b>		<b>2,171.50</b>	<b>2,171.50</b>
<b>Total this Phase:</b>			<b>\$2,171.50</b>

Phase: 132S Stantec General Project Management

**Consultants**

Consultants		15,868.08	
<b>Total Consultants</b>		<b>15,868.08</b>	<b>15,868.08</b>
<b>Total this Phase:</b>			<b>\$15,868.08</b>

Phase: 271P BLM Special Use Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	10.50	195.00	2,047.50	
Associate Engineer	26.50	140.00	3,710.00	
Assistant Specialist	24.80	90.00	2,232.00	
Senior Technician	2.50	150.00	375.00	
Totals	64.30		8,364.50	
<b>Total Labor</b>				<b>8,364.50</b>
<b>Total this Phase:</b>				<b>\$8,364.50</b>

Phase: 273P City of California City Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	3.00	178.00	534.00	
Totals	3.00		534.00	
<b>Total Labor</b>				<b>534.00</b>
<b>Total this Phase:</b>				<b>\$534.00</b>

Phase: 274P Kern County Roads Franchise Agreement/Encroachment Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	6.50	178.00	1,157.00	

\*\*\* Please make checks payable to Provost & Pritchard Consulting Group \*\*\*  
For billing inquiries, please email Billing@ppeng.com.

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	123968
Senior Engineer		2.00	195.00	390.00
Totals		8.50		1,547.00
<b>Total Labor</b>				<b>1,547.00</b>
<b>Total this Phase:</b>				<b>\$1,547.00</b>
Phase:	284S	Scour Analysis of BLM Drainage Crossings		
<b>Consultants</b>				
Consultants				215.00
<b>Total Consultants</b>				<b>215.00</b>
<b>Total this Phase:</b>				<b>\$215.00</b>
Phase:	313S	Stantec 30% Submittal		
<b>Consultants</b>				
Consultants				116.10
<b>Total Consultants</b>				<b>116.10</b>
<b>Total this Phase:</b>				<b>\$116.10</b>
Phase:	31T7	Instrumentation and Controls TM		
<b>Consultants</b>				
Consultants				5,542.70
<b>Total Consultants</b>				<b>5,542.70</b>
<b>Total this Phase:</b>				<b>\$5,542.70</b>
Phase:	31TX	Mechanical Process-Pump Selection		
<b>Consultants</b>				
Consultants				786.90
<b>Total Consultants</b>				<b>786.90</b>
<b>Total this Phase:</b>				<b>\$786.90</b>
Phase:	323S	Stantec 60% Pumping Facility Design and Specs		
<b>Consultants</b>				
Consultants				12,958.05
<b>Total Consultants</b>				<b>12,958.05</b>
<b>Total this Phase:</b>				<b>\$12,958.05</b>
Phase:	332D	P&P Drafting 90% Submittal		
<b>Labor</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Engineer		4.30	195.00	838.50
Senior Technician		.50	130.00	65.00
Totals		4.80		903.50
<b>Total Labor</b>				<b>903.50</b>
<b>Total this Phase:</b>				<b>\$903.50</b>
Phase:	333S	90% Pumping Facility Design and Specifications		

**Consultants**

Consultants			2,010.25	
	<b>Total Consultants</b>		<b>2,010.25</b>	<b>2,010.25</b>
		<b>Total this Phase:</b>		<b>\$2,010.25</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	51,017.58	4,978,458.53	5,029,476.11	
Budget			5,862,730.38	
Budget Remaining			833,254.27	
		<b>Total this Invoice</b>		<b><u><u>\$51,017.58</u></u></b>

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# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

April Keigwin  
Indian Wells Valley Groundwater Authority  
100 West California Avenue  
Ridgecrest, CA 93555

October 13, 2025  
Project No: 04101-23-001  
Invoice No: 124329

**Project Name:** Indian Wells Valley Groundwater Authority-CEQA/NEPA Documents and Permit Documentation

**Client Project #:**

**For the month of September 2025, Provost & Pritchard performed the following services for the IWVGA Imported Water Pipeline Project:**

**Phase TSK2: Geotechnical Studies:** Preparation of fall planting plan per DRECP requirement for geotechnical borings activities.

**Professional Services from September 01, 2025 to September 30, 2025**

---

Phase: TSK2 Geotechnical Studies

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Biologist	2.40	156.00	374.40	
Principal Planner	2.30	204.00	469.20	
Senior Project Administrator	5.20	128.00	665.60	
Totals	9.90		1,509.20	
<b>Total Labor</b>				<b>1,509.20</b>
		<b>Total this Phase:</b>		<b>\$1,509.20</b>
		<b>Total this Invoice</b>		<b><u><u>\$1,509.20</u></u></b>

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# Invoice

PO Box 1350  
 Carmel Valley, CA 93924

Date	Invoice #
9/30/2025	18987

Bill To:
Indian Wells Valley Groundwater Authority 100 W California Ave Ridgecrest, CA 93555

P.O. No.	Inv Sent
	10/29/2025

Date	Description	Amount
9/30/2025	Reimbursable Expenses for City of Ridgecrest Monthly Rent & Quill (\$300+\$162.73) - please see attached	462.73

Invoice is due 30 days from Inv Sent date	<b>Total</b> <b>\$462.73</b>
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**INVOICE**

Regional Government Services  
PO Box 1350  
Carmel Valley, CA 93924  
AR@rgs.ca.gov  
(650) 587-7300 x2



Indian Wells Valley Groundwater Authority  
April Keigwin  
akeigwin@rgs.ca.gov

September 30, 2025  
Invoice No: 20314

**Total This Invoice \$34,876.40**

Project 04014.C210200000-40 Indian Wells Valley GA -Professional Employer Services  
**Professional Services from September 01, 2025 to September 30, 2025**

Phase IWVGA General Administration

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
PES Agency Chief Executive	29.50	150.00	4,425.00	
Technical Specialist	115.20	116.00	13,363.20	
Totals	144.70		17,788.20	
<b>Total Labor</b>				<b>17,788.20</b>

**Additional Fees**

Technology Fee			600.00	
<b>Total Additional Fees</b>			<b>600.00</b>	<b>600.00</b>
		<b>Total this Phase</b>		<b>\$18,388.20</b>

Phase IWVGA Finance

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Strategic Services Consultant	15.20	176.00	2,675.20	
Senior Advisor	19.50	150.00	2,925.00	
Senior Finance Manager	52.50	140.00	7,350.00	
Technical Specialist	30.50	116.00	3,538.00	
Totals	117.70		16,488.20	
<b>Total Labor</b>				<b>16,488.20</b>

**Total this Phase \$16,488.20**

**Total this Invoice \$34,876.40**

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**INVOICE**

Regional Government Services  
PO Box 1350  
Carmel Valley, CA 93924  
AR@rgs.ca.gov  
(650) 587-7300 x2



Indian Wells Valley Groundwater Authority  
April Keigwin  
akeigwin@rgs.ca.gov

August 31, 2025  
Invoice No: 20315  
**Total This Invoice \$600.00**

Project 04014.C210200000-40 Indian Wells Valley GA -Professional Employer Services  
**Professional Services from August 01, 2025 to August 31, 2025**

Phase IWVGA General Administration

**Additional Fees**

Technology Fee	600.00	
<b>Total Additional Fees</b>	<b>600.00</b>	<b>600.00</b>
<b>Total this Phase</b>		<b>\$600.00</b>
<b>Total this Invoice</b>		<b><u>\$600.00</u></b>

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**Capitol Core Group**  
 205 Cartwheel Bend (Operations Dept.)  
 Austin, TX 78738 US  
 +15125683084  
 operations@capitolcore.com  
 www.capitolcore.com

**BILL TO**

Indian Wells Valley Groundwater  
 Authority  
 500 West Ridgecrest Blvd.  
 Ridgecrest, California 93555  
 USA

**INVOICE 2025-094**

**DATE** 11/04/2025 **TERMS** Net 45

**DUE DATE** 12/19/2025

**VENDOR ID**  
195593

**INVOICE PERIOD**  
October 2025

DATE	ACCOUNT SUMMARY	AMOUNT
10/02/2025	Balance Forward	18,950.00
	Other payments and credits after 10/02/2025 through 11/03/2025	-18,950.00
11/04/2025	Other invoices from this date	0.00
	New charges (details below)	15,781.25
	Total Amount Due	15,781.25

ACTIVITY	HOURS	RATE	AMOUNT
<b>Charges</b>			
Project 1: Imported Water Supplies			
P1-A: Seller Negotiations			
<b>Government Relations: Intergovernmental Affairs</b> A: Review of Water Seller Packages {McKinney}	1.50	275.00	412.50
<b>Government Relations: Intergovernmental Affairs</b> A: Existing Seller Negotiations {Tatum}	13	275.00	3,575.00
<b>Government Relations: Intergovernmental Affairs</b> A: Review 2023 memo on Little Lake Ranch, Letter for new water supply {Tatum}	1.50	275.00	412.50
<b>Government Relations: Intergovernmental Affairs</b> A: Water Seller Negotiations {Simonetti}	6.75	250.00	1,687.50
P1-B: Regulatory Approvals			
P1-C: Other Required Approvals			
<b>Government Relations: California</b> C: Legislative Letter {McKinney}	1.25	275.00	343.75
<b>Government Relations: California</b> C: Legislative Letter and Strategy {Simonetti}	1	250.00	250.00
P1-D: Water Market Sales			
Invoice Total Project 1: \$6,681.25 (25 hours)			
Project 2: Water Replenishment Pipeline			

ACTIVITY	HOURS	RATE	AMOUNT
P2-A: 119th Congressional Session			
<b>Government Relations:Federal</b> A: FY2027 E&WD Congressionally Directed Spending Request {McKinney}	4	275.00	1,100.00
P2-B: Environmental Mitigation Credits			
P2-C: Regulatory Support			
P2-D: USACE Transition			
<b>Government Relations:Federal</b> D: Internal Meetings w/ Construction Management Team {McKinney}	1.50	275.00	412.50
Invoice Total Project 2: \$1,512.50 (5.5 hours)			
Project 3: Other Projects Supporting the GSP			
P3-A: Well Mitigation and System Consolidation			
P3-B: Land Repurposing			
<b>Government Relations:California</b> B: Land Repurposing Research and Review {Simonetti}	0.75	250.00	187.50
P3-C: Water Recycling			
P3-D Groundwater Adjudication Legislation			
<b>Government Relations:California</b> D: AB 1413 meeting w/ Author and Committee staff {McKinney}	1	275.00	275.00
<b>Government Relations:California</b> D: AB 1413 follow-ups and internal calls {Simonetti}	3.25	250.00	812.50
<b>Government Relations:California</b> D: Legislative: AB 1413 -- Various Senator meetings {Peterson}	10	250.00	2,500.00
P3-E: General Governmental Affairs			
Invoice Total Project 3: \$3,775.00 (15 hours)			
Project Administration			
PA-A: Monthly Board Meetings			
<b>General Business Items:Project Administration</b> A: October Meeting {McKinney}	2	275.00	550.00
<b>General Business Items:Project Administration</b> A: October Board Meeting	2	275.00	550.00
<b>General Business Items:Project Administration</b> A: October Board Meeting and Materials Preparation {Simonetti}	4.25	250.00	1,062.50
PA-B: Milestone Reports			
<b>General Business Items:Project Administration</b> B: 2026 Legislative Priorities {McKinney}	4.50	275.00	1,237.50
PA-C: Ad Hoc Reports			
<b>General Business Items:Project Administration</b> C: Communications Review and Internal Meetings {McKinney}	1.50	275.00	412.50
Invoice Total Project Administration: \$3,812.50 (14.25 hours)			
*****			
Regulatory Reporting Notes			
Federal Reporting Invoice Total: \$1,512.50			
State Reporting Invoice Total: \$4,368.75			
*****			

On behalf of the entire Capitol Core Group Team, thank you so much for being our client.

SUBTOTAL	15,781.25
TAX	0.00
TOTAL	15,781.25
TOTAL OF NEW CHARGES	15,781.25

<b>TOTAL DUE</b>	<b>\$15,781.25</b>
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**Westbound Communications, Inc.**  
3649 Mission Inn Ave., First Floor Rotunda  
Riverside, CA 92501 US  
951-462-1106  
tmoran@westboundcommunications.com  
www.westboundcommunications.com



**BILL TO**

Carol Thomas-Keefer  
Indian Wells Valley Groundwater Authority  
100 W California Ave  
Ridgecrest, CA 93555

**INVOICE 5901**

**DATE 10/20/2025 TERMS Net 30**

**DUE DATE 11/19/2025**

**P.O. NUMBER**

September 2025

DESCRIPTION	QTY	RATE	AMOUNT
Professional fees for public relations counsel and services in support of Indian Wells Valley Groundwater Authority. Period of Service: September 2025	34.50	240.00	8,280.00
			Subtotal: 8,280.00
Reimbursable expenses for the billing period:			
090125 Maven's Notebook target media outlet monthly subscription (09/01/25- 10/01/25)			10.00
Sept. 10 R/T mileage to Ridgecrest City Hall for IWVGA Board Meeting (240 miles)			168.00
			Subtotal: 178.00

**TOTAL DUE**

**\$8,458.00**

We appreciate your business and look forward to helping you again soon.

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# INVOICE

2423 Sebald Ave  
 Redondo Beach, CA 90278  
 Phone 310.993.9555

**DATE:** October 31, 2025  
**INVOICE #** IVWGA 01  
**FOR:** Imported Water Project

CLSB 982332 - A & B

**Bill To:**  
**IWVGA**  
 100 W. California Avenue  
 Ridgecrest, California 93555

**Attn: Carol Thomas-Keefer, Agency Executive**

DESCRIPTION	DURATION	RATE	AMOUNT
<b>IMPORTED WATER PROJECT PROGRAM MANAGEMENT</b>			
9/15/25 Project Kickoff Meeting	1.5	\$ 275.00	\$412.50
9/24/25 Right of Way Acquisition Team Meeting & Project Overview	1.0	\$ 275.00	\$275.00
9/25/25 Environmental Team Meeting & Project Overview	1.5	\$ 275.00	\$412.50
9/26/25 Engineering Team Meeting & Project Overview	2.5	\$ 275.00	\$687.50
10/1/25 IWVGA Team Meeting, Project Document Review	3.0	\$ 275.00	\$825.00
10/20/25 IWVGA Team Meeting, Project Document Review	3.0	\$ 275.00	\$825.00
10/23/25 Engineering Amendment Review	1.5	\$ 275.00	\$412.50
10/24/25 Engineering Amendment Review	1.5	\$ 275.00	\$412.50
10/27/25 Environmental Amendment Review	0.5	\$ 275.00	\$137.50
10/29/25 Engineering Amendment Review	1.0	\$ 275.00	\$275.00
10/31/25 Environmental & Engineering Amendment Review, IWVGA Team Meeting	1.5	\$ 275.00	\$412.50

See enclosed task detail for the work effort for the months of September through October 2025.

**TOTAL: \$ 5,087.50**

**CONTRACT SUMMARY:**

DESCRIPTION OF SERVICES	CONTRACT AMOUNT	AMOUNT BILLED THROUGH THIS BILLING CYCLE	% COMPLETE THROUGH THIS BILLING CYCLE	AMOUNT BILLED THIS INVOICE
TASK 1 - PROGRAM MANAGEMENT SERVICES	\$ 220,000.00	\$ 5,087.50	2.3%	\$ 5,087.50

**TOTAL: \$ 220,000.00 \$ 5,087.50 2.3%**

**INVOICE PAYMENTS PAST DUE OVER 30 DAYS:**

Make all checks payable to **Blue Mountain Development, Inc.**  
 If you have any questions concerning this invoice, contact Nick Biro at 310-993-9555

**THANK YOU FOR YOUR BUSINESS!**

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# Invoice

Please remit payment to:  
P.O. Box 71368  
Chicago, IL 60694-1368

TranSystems Corporation

www.transystems.com

If you have any questions, please call:  
(562) 304-2000

**Client:**

Indian Wells Valley Groundwater Authorit  
Attn: April Keigwin - Clerk of the Board  
100 W California Ave.  
Ridgecrest, CA 93555

**Reference:**

Invoice Date: 10/20/2025  
Project No: P601230025  
Invoice No: INV-0005023557

Project Name: IWV-Imported Water Pipeline

For professional services rendered through September 30, 2025 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
<b>Labor</b>				
Project Consultant 3	April C. Harvey	250.00	1.00	\$250.00
Project Consultant 4	Roy E. Guinaldo	165.00	1.00	\$165.00
<b>Total Labor</b>			<b>2.00</b>	<b>\$415.00</b>
<b>Invoice Total</b>				<b>\$415.00</b>

TranSystems Corporation

Roy E. Guinaldo  
Project Manager

**TERMS: PAYABLE UPON RECEIPT**

**1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS**

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# IWVGA ADMINISTRATIVE OFFICE

## **STAFF REPORT**

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**TO:** IWVGA Board Members

**DATE:** November 12, 2025

**FROM:** IWVGA Staff

**SUBJECT: Agenda Item 9: REIMBURSEMENT AGREEMENT WITH CITY OF RIDGECREST**

### **BACKGROUND AND DISCUSSION**

In November 2020, IWVGA entered into an agreement with the City of Ridgecrest for an option to purchase recycled water from the City’s wastewater treatment facility (“Option Agreement”). Included in this agreement, as consideration for the option, were provisions for IWVGA to repay the City’s prior costs incurred in formation of IWVGA and creation of its Groundwater Sustainability Plan, and to pay current and future costs incurred in connection with the operation of the Groundwater Authority. Such costs include IWVGA’s use of the City Attorney for legal matters and service as General Counsel.

The Option Agreement has a term of five years and will expire on November 19, 2025. IWVGA and the City will continue to explore the most effective use of recycled water to supplement local groundwater supplies without the Option Agreement in place; however, the provision to reimburse the City for its costs incurred to operate the IWVGA should remain in place

### **RECOMMENDED ACTION**

Staff recommends the Board approve the Reimbursement Agreement with the City of Ridgecrest for to allow for reimbursement of the cost of legal services provided to and on behalf of the Authority by the City Attorney.

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## **REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this [DATE] day of [MONTH], 2025, by and between the **CITY OF RIDGECREST (“City”)** and **THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY (“Authority”)** for reimbursement of attorney fees.

### **RECITALS**

**WHEREAS**, City is a municipal corporation incorporated under the laws of the State of California; and,

**WHEREAS**, Authority is Joint Powers Authority (“JPA”) formed pursuant to the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and,

**WHEREAS**, City is a Member of Authority; and,

**WHEREAS**, Pursuant to the Authority Bylaws, the City Attorney for City has been appointed to serve as general Counsel for the Authority; and,

**WHEREAS**, the City contracts with the law firm of Aleshire and Wynder for the provision of legal services and to serve as the City Attorney for City; and,

**WHEREAS**, the City has incurred and will continue to incur legal costs and expenses for attorney services provided to and on behalf of the Authority by the City Attorney; and,

**WHEREAS**, the purpose of this agreement is address the reimbursement to City of the legal costs associated with such services, which have been incurred and paid by the City on behalf of the Authority.

**NOW, THEREFORE**, in consideration of the request by Authority for City to continue to provide such legal services, the City and Authority do hereby mutually agree as follows:

1. The parties mutually agree as follows:
  - a. With the exception of the JPA Agreement and Bylaws, this Agreement supersedes and replaces any other prior agreements between the parties related to the provision of legal services.
  - b. The Recitals set forth above are made a part of this Agreement and are hereby incorporated herein.
  
2. City agrees to allow Authority to utilize the City Attorney’s office to assist with the provision of legal services on behalf of the Authority and serve as its General Counsel. City will invoice and pay all such bills in accordance with its existing legal services contract with such attorney. All work done on behalf of the Authority shall be separately billed by the legal services provider and timely paid by City in the same manner as all other City related invoices paid to the

legal services provider. City shall submit unredacted copies of such invoices to Authority for reimbursement.

3. Authority agrees to:

- i. Reimburse City for all costs associated with any litigation necessary initiated by Authority, if necessary, including but not limited to any and all claims, petitions, demands, liability, judgments, awards, attorney's fees, expert witness and consultant fees, and other costs and expenses of whatsoever kind or nature, at any time.
- ii. Promptly pay all invoices for reimbursement of legal fees incurred on behalf of the Authority within thirty (30) days of receipt of such invoice.

4. INVOICES

Authority may request detailed invoices from City no more than once per month which invoices will describe the expenses incurred by City. Should Authority dispute any charge appearing on an invoice, within ten days of the City's issuance of the invoice, Authority must advise City of the Dispute, and City and Authority shall meet and confer to address any discrepancies in the invoice. City may include its legal services provider in any such meet and confer process. In the event any invoice remains unpaid for more than sixty (60) days, City, at its sole discretion, may cease any further activities under this Agreement and Authority shall be liable for any additional costs incurred as a result of said cessation of work.

5. INDEMNIFICATION

Authority shall indemnify, defend and hold harmless, City, its elected officials, officers, employees, agents, attorneys and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or damages otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Authority.

Authority's indemnity obligations under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Authority, its agents, subcontractors and employees. The duty to defend and indemnify City shall arise at the first claim or allegation of liability against City. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

6. COSTS; ATTORNEYS' FEES

In the event of any litigation arising out of any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such dispute.

**CITY:**

**AUTHORITY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

By: \_\_\_\_\_

Name:

**ATTEST**

By: \_\_\_\_\_

City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Keith Lemieux, City Attorney

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**OPTION AGREEMENT**  
**BY AND BETWEEN CITY OF RIDGECREST AND THE INDIAN WELLS VALLEY**  
**GROUNDWATER AUTHORITY FOR AN OPTION TO PURCHASE TREATED**  
**WATER FROM THE WASTEWATER TREATMENT FACILITY**

This Agreement for the option to purchase recycled water (“Option Agreement” or “Agreement”) is dated this 19<sup>th</sup> day of November, 2020 (“Effective Date”), and is entered into by and between City of Ridgecrest, a municipal corporation (“City”) and Indian Wells Valley Groundwater Authority, a Joint Powers Authority (“Authority”). City and Authority shall be the signatories to this Agreement and shall hereinafter be referred to as “Party” or “Parties.”

The City operates a Wastewater Treatment Plant (the “Facilities” operated pursuant to a Grant of Easement on certain real property identified as Naval Air Weapons Station China Lake (the “Installation”) and owned by the United States and represented by the Commanding Officer, Naval Facilities Engineering Command, Southwest, acting by and through the Secretary of the Navy. The City was granted an easement for the construction, installation, uninterrupted operation, maintenance, repair, renovation, and replacement of the “Facilities.” (attached as Exhibit A).

Pursuant to that agreement, the Installation has the right to use 525-acre feet of water each year. 325-acre feet each year of treated water can be used in any manner the Installation deems necessary to support its mission. The additional 200 acre feet of treated water per year can be used to implement the Installation’s obligation to provide mitigation and habitat preservation measures for the protection of the Federally listed endangered species commonly known as the Mojave Tui Chub (“Tui Chub”) or in the alternative for any other Installation use not to include landscaping, unless such landscaping use results in a reduction in the use of groundwater and is approved by the City. All other water produced at the Facility is owned by the City (“Available Treated Water”).

City intends to replace the current Facility with a new Facility and anticipates that such construction will take approximately three years to complete.

The Authority was created in compliance with Sustainable Groundwater Management Act (SGMA”) to create a Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin (“Basin”). The purpose of the GSP is to provide a plan that implements projects necessary to allow water to be continued to be extracted from the Basin without suffering undesirable results. One of the projects identified in the GSP is the purchase of treated water from the Facility so that this water can be recycled to supplement native water supplies.

This agreement is adopted in furtherance of the GSP project goals. The Authority desires to purchase the Available Treated Water from the City and use it to mitigate against undesirable results caused by the pumping of groundwater from the Basin pursuant to the Groundwater Sustainability Plan (GSP) approved by the Authority. Doing so will meet the Parties shared objective to optimize the use of the Available Treated Water to mitigate the need for imported water and to maintain the sustainability of the water supply in the region. Through this agreement the City pledges to make its treated water available for purchase by the Authority upon completion of the new Facility.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## **1. UNDERSTANDING OF THE PARTIES**

**1.1**            **Option and Option Fee.** During the term of this Agreement the City shall provide for sale to the Authority all Available Recycled Water produced at its Wastewater Treatment Plant (as defined below) upon 30-day notice to the City. "Available Recycled Water" shall mean wastewater which has been processed and treated by City's operation of the New Facility and is delivered to any subsequent facilities which may be constructed for delivery of this water. Available Recycled Water shall not include the 525-acre feet produced annually that is owned by the Installation pursuant to its Easement agreement with the City. Water shall not be available under this agreement until completion of construction of the New Treatment Facility which is currently estimated to be within three years from the date of this agreement.

**1.2**            **Consideration.** As consideration for the Option granted under this Agreement, Authority affirms its agreement to pay City's past administrative costs incurred as a result of formation of the Authority and adoption of the GSP in the amount of \$375,000 as set forth in the materials supplied to support the most recent budget of the Authority ("Prior Costs"). As further consideration, Authority agrees to reimburse the City for its current and future, administrative costs incurred in connection with the operation of the Authority including, but not limited to, the Recycled Water Project ("Future Costs"). Collectively, the Prior Costs and Future Costs constitute the "Option Fee." The payment of Prior Costs portion of the option Fee will occur on or before December 31, 2021. Thereafter the Option Fee will be paid on Quarterly basis within 30 days of invoice being submitted by the City and will continue after the Term Option until terminated by mutual agreement of both Parties

**1.3**            **Further Consideration.** As further consideration for the Option granted under this Agreement, Authority agrees that recycled water derived from Available Recycled Water shall be put to municipal or industrial uses either located within the City or for the direct benefit of the citizens of the City ("Permitted Uses"). Further, if the Available Recycled Water is recharged into the Basin any pumping credits derived from this recharge shall be granted to Permitted Uses. The application of Available Recycled Water to Permitted Uses in furtherance of the GSP is hereafter referred to the "Project."

**1.4**            **Further Consideration.** As further consideration for the Option granted under this Agreement, Authority shall require that any party which uses water provided in this agreement shall execute an separate agreement with the Authority that acknowledges the City's overlying right to use native groundwater as reflected in the GSP and waives any such claim to that water.

**1.5**            **Retention of Option Fee.** The Option Fee paid to the City shall belong to the City and be retained in consideration of granting this Option, whether or not the Authority ultimately exercises the Option and starts buying Available Recycled Water from the City.

**1.6**            **Pricing of Available Recycled Water.** Upon exercise of the option by the Authority and prior to the delivery of Available Recycled Water by the City, both parties agree to negotiate and execute a contract for such purchase and sale of the Available Recycled Water. The

purchase price and all other terms of sale will be negotiated between the Parties in good faith. City agrees that the price paid for the Available Recycled Water must be set at a level that promotes the use of recycled water to supplement groundwater supplies in the Basin.

**1.7**            **Option Term.** The term of this Option Agreement (“Option Term”) shall commence on the Execution Date and shall expire or terminate on the earliest of the following dates:

**1.7.1**    5 years from the execution; or

**1.7.2**    The date on which a breach or default by Authority remains uncured following notice of the breach or default given in accordance with Section 1.9 hereof and the expiration of the grace period contained in that Section; or

**1.7.3**    The date that Authority begins buying Available Recycled Water from the City under a purchase agreement; or

**1.7.4**    Immediately upon a breach or default by Authority under Section 1.9 hereof.

**1.8**            **Termination.** In the event City terminates this agreement prior to the date identified above in **Section 1.7**, City shall refund the Future Costs portion of the Option Payment.

**1.9**            **Default and Remedies.**

**1.9.1**    City will be in default of this Agreement if:

    a)    City fails to provide its Available Recycled Water (as set forth above) for purchase by Authority upon 30-day notice from the Authority given during the Option Term;

    b)    City fails to comply with any of the other obligations under this Agreement.

**1.9.2**    In the event of City’s default under this Agreement which remains uncured within 30 days of written notice by the Authority, the Authority will be entitled to termination of the Agreement, to reimbursement of the Future Costs portion of the Option Payment, along with all of the other remedies available under the applicable law.

**1.9.3**    The Authority will be in default of this Agreement if:

    a)    Authority fails to pay any portion of the Option Payment;

    b)    Authority fails to diligently pursue the completion of the Project;

    c)    Authority makes Project water available to uses other than Permitted Uses;

    d)    Authority fails to comply with any of the other obligations under this Agreement.

1.9.4 In the event of Authority's default under this Agreement which remains uncured within 30 days of written notice by the City, the City will be entitled to termination of the Agreement and to all the remedies available under the applicable law.

## 2. COOPERATION IN CONSTRUCTION OF THE PROJECT

2.1 **Parties will cooperate with each other in creation of the Project.** Parties recognize the significant positive effect that the Project will have on the water supply in the region. During the term of this Option Agreement the Authority shall be responsible for designing and constructing the facilities necessary for the beneficial uses of the Available Recycled Water in furtherance of the Project. The parties agree that the Authority may choose to discharge these obligations by contracting for such services with another public agency such as the Indian Wells Valley Water District as mutually agreed by the Parties. City agrees to cooperate with the Authority and assist in bringing the Project to fruition. This promise to cooperate does not obligate the City to expend funds or commit staff time in connection with the Project except as mutually agreed by the Parties.

2.2 **Negation of Agency or Partnership.** City's agreement to cooperate with the Authority in connection with the design and construction of the Project and any other provision of this Agreement shall not be construed as making either party an agent or partner of the other party.

2.3 **City's Representations and Warranties.** City represents that it has the ability and will, upon execution of a purchase agreement, make available to the Authority the Available Recycled Water. This warranty does not preclude the City from selling Available Recycled Water to other entities during the duration of this Option Agreement, so long as City is able to perform once Authority exercises its option to purchase the Available Recycled Water. To the best of City's knowledge, there are not any present or foreseeable regulatory or statutory limits or prohibitions affecting City's ability to grant an option to purchase the Available Recycled Water or to sell it to the Authority. City warrants that it requires no other legal or governmental approval or authorization to grant this option. Each representation and warranty in this Section is material and shall be relied on by the Authority and is true in all respects as of the Effective Date.

2.4 **Authority's Representation and Warranties.** The Authority represents and warrants that during the Option Term and until this Agreement expires or terminates, the Authority will make all reasonable efforts to design and construct the Project, including obtaining all necessary approvals and retaining of professional experts to complete the environmental review processes, design and construction of the Project. The Authority further warrants that the Available Recycled Water or the water made available to the users as a result of acquisition of the Available Recycled Water by the Authority, shall be only used for Permitted Uses. Each representation and warranty in this Section is material and shall be relied on by the City and is true in all respects as of the Effective Date.

2.5 **Mutual Indemnification.** To the fullest extent permitted by law, and except as otherwise required by the Joint Powers Agreement, Authority agrees to indemnify and hold City, harmless from and against all costs, claims, liability, actions, damages, expenses (including reasonable attorneys' fees) (collectively, "Costs") arising out of, or by reason of entering into this

Option Agreement. Said indemnity shall not apply to any Costs resulting from the gross negligence or willful acts or omissions of the City, its employees, agents, officers or officials.

To the fullest extent permitted by law, and except as otherwise required by the Joint Powers Agreement, City agrees to indemnify and hold Authority, harmless from and against all costs, claims, liability, actions, damages, expenses (including reasonable attorneys' fees) (collectively, "Costs") arising out of, or by reason of entering into this Option Agreement. Said indemnity shall not apply to any Costs resulting from the gross negligence or willful acts or omissions of the Authority, its employees, agents, officers or officials.

### 3. GENERAL PROVISIONS

**3.1** Joint Representations and Warranties. Each of the parties to this Agreement makes the following representations and warranties to the other party:

**3.1.1** The persons who have executed this Agreement have been authorized to do so by the party on whose behalf the party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each party has a good and legal right to enter into this Agreement and to perform all covenants of that party contained in this Agreement.

**3.1.2** None of the warranties, representations, or statements made by any Party in this Agreement contain any untrue statements of material fact or omit a material fact necessary in order to make the statements not misleading.

**3.2** Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this Agreement and the satisfactory performance of its terms.

**3.3** Time of Essence. Time is of the essence in the performance of this Agreement.

**3.4** Governing Law. This Agreement is made under, and will be governed by, the laws of the State of California.

**3.5** Waiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.

**3.6** Severability. The provisions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this Agreement.

**3.7** Amendments. This Agreement may be amended or modified only by written mutual consent of the Parties.

**3.8**                    **Integration.** This Agreement contains the entire agreement between the Parties respecting the matter set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting this matter.

**3.9**                    **Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a Party shall extend to the officers, employees, and agents of the Party.

**3.10**                  **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**3.11**                  **Successors.** This Agreement shall be binding on and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors, and assigns.

**3.12**                  **Further Assurances.** Whenever requested to do so by the other Party, each Party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all of the conditions and obligations under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

**3.13**                  **Notice.**

**3.13.1** Any correspondence, communication or contact concerning this Agreement must be directed to the Parties at the name and address listed herein.

**3.13.2** Notice will be deemed as given upon personal delivery, receipt of e-mail, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above. (*Or de we want email notice as well*)

If to City of Ridgecrest:

Attn: City Manger  
100 W. California Ave.  
Ridgecrest, CA 93555  
Tel.: 760.499.5000

With a Copy to:

Keith Lemieux, Esq.  
Olivarez, Madruga, Lemieux & O'Neill  
2659 Townsgate Road Suite 226  
Westlake Village, CA 91361  
Tel: (805) 495-4770  
Fax: (805) 495-2787

If to Indian Wells Valley Groundwater Authority:

**Attn: General Manager**


500 West Ridgecrest Blvd.  
Ridgecrest, CA 93555  
Tel: (760) 384-5511

**3.14** Expenses. Authority shall be solely responsible for any expenses it incurred in connection with the purposes described herein.

The Parties are signing this Agreement as of the dates opposite their respective signatures.

  
**INDIAN WELLS GROUNDWATER  
AUTHORITY**  
\_\_\_\_\_  
President, Board of Directors

**CITY OF RIDGECREST**

  
\_\_\_\_\_  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_

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# IWVGA ADMINISTRATIVE OFFICE

## STAFF REPORT

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**TO:** IWVGA Board Members

**DATE:** November 12, 2025

**FROM:** IWVGA Staff

**SUBJECT: Agenda Item 10: AMENDMENT TO AGREEMENT WITH CAPITOL CORE GROUP**

### BACKGROUND AND DISCUSSION

#### Amendment to Contract Requested - Background

Capitol Core Group has provided federal and state advocacy services, as well as water marketing, to the Groundwater Authority since 2019. The Board approved the most recent contract extension for the Capitol Core Group in the amount of \$222,050 on December 11, 2024. This amount was scheduled for calendar year 2025. However, due to a number of unforeseen items that required more time and attention, the Capitol Core Group is seeking an increase of \$20,000 in its not-to-exceed amount to cover anticipated expenses through the end of calendar year 2025. This would bring the total Capitol Core 2025 budget to \$242,050 should this amendment be approved.

#### Why the Amendment is Being Sought

There were multiple activities during the calendar year 2025 that took more time and hours than anticipated in their scope of work. First and foremost, the team led two major legislative efforts in Sacramento with the introductions of AB 1413 and 1466. Both bills faced substantial opposition, including from some interests in the Indian Wells Valley Basin. As a result, the efforts to continue to move these bills forward took more time and effort than anticipated. In addition, the Capitol Core Group assisted with a variety of tasks at the federal level including outreach with the Army Corps of Engineers, assisting Stetson with multiple applications for funding, prepping the imported water pipeline for appropriations, and working with multiple departments at the federal level. Finally, Capitol Core reviewed multiple potential water resources and have brought two of them before the Board for consideration. All of these tasks in aggregate required more time than anticipated in the December 2024 budget, thus necessitating the proposed budget amendment.

**RECOMMENDED ACTION**

Staff recommends the Board approve the Capitol Core amendment to their contract and increase their budget allocation by \$20,000 for a total not to exceed contract amount of \$242,050 for calendar year 2025.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board of Directors **DATE: November 12, 2025**

**FROM:** Capitol Core Group

**SUBJECT:** Approval of Fiscal Year 2027 Congressionally Directed Spending Request: Water Replenishment Pipeline

Discussion:

Item 411 of Section 4367 of the Thomas R. Carper Water Resources Development Act of 2024 {33 USC 2201, Public Law 118-272, 138 Stat. 3117 at page 127, colloquially known as “WRDA-24”} authorized \$50 million for water and water infrastructure projects in Kern County. The statute provides the United States Army Corps of Engineers (USACE) with the authority to provide construction assistance over ten years on a designated civilian public works project, as requested by a non-federal sponsor, and subject to Congressional appropriation of funding. Funding appropriations are provided to USACE civilian public works projects through the annual Energy and Water Development and Related Agencies Appropriations Act. The attached packet requests Congress consider a \$5 million Congressionally directed spending request to initiate a fiscal year 2027 project start on the Indian Wells Valley Groundwater Authority’s (IWVGA) Water Replenishment Pipeline.

Since the passage of WRDA-24, IWVGA staff have been working with the USACE Los Angeles District to 1) designate the IWVGA as the non-federal sponsor of the project, 2) outline the Water Replenishment Pipeline project, 3) obtain USACE review of environmental planning documents associated with the project, and 4) establish the payment obligations of IWVGA as the non-federal sponsor. As approved by the Board, a Letter of Intent was provided to the USACE Los Angeles District Command to initiate these discussions, which remain ongoing. The current government shutdown has hindered ongoing dialogue regarding items #3 and #4. IWVGA staff will resume discussions once the shutdown has ended. In the 2025 Legislative Agenda, the Board directed Capitol Core to initiate a Congressionally directed spending request for fiscal year 2026 (3rd quarter). Delays in the planning, engineering, and design have postponed completion of the environmental permitting into fiscal year 2027. As a result, the request for fiscal year 2026 funding was pushed to fiscal year 2027 to provide sufficient time to complete project planning. The packet updates the construction timeline, reflects new scheduling, and includes discussion with USACE.

Approval of the request is being provided to the Board to meet U.S. Senate scheduling requirements. Consideration by Senator Padilla and Schiff will take place from November 2025

through March 2026. House of Representatives deadlines are after the U.S. Senate deadlines for submittal.

What the Request Does:

If approved, the appropriation of \$5 million directs USACE to initiate a construction start within fiscal year 2027. It provides a suggested first-year project budget, which includes USACE mobilization, materials procurement, and water tank construction. While these items are required within the request, they are suggestions; appropriations made to USACE are discretionary and subject to the Corps' approval, allowing USACE to make necessary adjustments to meet project requirements.

The request encumbers the Authority to provide a \$1.25 million non-federal share of the project. This provides a total first-year budget of \$6.25 million for the project during fiscal year 2027. Funds will need to be allocated between October 1, 2026, and September 30, 2027. Funds from this appropriation must be spent by May 30, 2028, to meet Congressional requirements. Due to federal budget constraints, smaller amounts to initiate project starts are not uncommon.

Appropriation of funding requires the project to be "shovel-ready" during fiscal year 2027. Design, engineering, environmental permitting, and obtaining the necessary rights-of-way must be completed to initiate construction activities. Construction, engineering, and consulting staff have indicated a project-ready date of the third-quarter of 2027, within the timeframe needed to complete spending by May 30, 2028.

Staff Recommendation:

Approve the Request for submission and direct staff to advocate for passage.

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Congressionally  
Directed Spending  
Request



Energy and Water Development Act for Fiscal Year 2027





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**BOARD OF DIRECTORS**

Scott Hayman, Chair  
Phillip Peters, Vice-Chair  
David Saint-Amand  
Will Wadelton  
Paul Cook  
Thomas Bickauskas  
CDR Corrine Sims, DoD Liaison

Carol Thomas-Keefer  
*General Manager*  
Keith Lemieux  
*Legal Counsel*

October 2025

The Honorable Alex Padilla  
United States Senator  
331 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Adam Schiff  
United States Senator  
112 Hart Senate Office Building  
Washington, D.C. 20510

RE:    Congressionally Directed Spending Request  
      Fiscal Year 2027 Energy and Water Development and Related Agencies Act

Dear Senators Padilla and Schiff:

The Indian Wells Valley Groundwater Authority, a groundwater sustainability agency responsible for bringing this critically overdrafted basin into sustainability, respectfully requests a \$5 million Congressionally Directed Spending request to initiate a project for a 50-mile water pipeline connecting this isolated region to the State Water Project.

**AUTHORIZATION**

Item 411 of Section 4367 of the Thomas R. Carper Water Resources Development Act authorized \$50 million for water and water supply infrastructure pursuant to Section 219, Environmental Infrastructure assistance. The Indian Wells Valley Groundwater Authority (hereafter, “IWVGA” or “Authority”) is the non-federal sponsor of the project. The Authority’s Letter of Intent to the United States Army Corps of Engineers, Los Angeles District, is attached.

**PROJECT: WATER REPLENISHMENT PIPELINE**

The water supply infrastructure, known as the Indian Wells Valley Water Replenishment Pipeline, is an approximately 50-mile, 18” to 24” water pipeline that interconnects the currently isolated Indian Wells Valley Groundwater Basin with the State of California Water Project. The Project plans to bring up to 6,431 acre-feet per year of imported water into the Basin by 2070, thus reducing groundwater pumping. The project is more fully described in the sections below. The goal of the Project is to reduce groundwater production in the Basin

to sustainable levels, preserve the community's character, preserve the quality of life of those residing in the Basin, and sustain the mission of the U.S. Naval Air Weapons Station China Lake (“NAWSCL”).

The project is expected to take eight (8) years to construct.

## **THE GROUNDWATER BASIN**

The Indian Wells Valley includes portions of Kern, Inyo, and San Bernardino counties. It is home to approximately 38,000 people and includes the City of Ridgecrest and the U.S. Naval Air Weapons Station China Lake (NAWSCL), a critical installation for weapons and low-flight operations. The basin's water uses include domestic, industrial, agricultural, and military.

IWVGA is a joint-powers authority comprising Kern County, San Bernardino County, Inyo County, the City of Ridgecrest, and the Indian Wells Valley Water District. Two federal ex officio member representatives from the United States Navy and the Bureau of Land Management are critical members of the IWVGA Board of Directors. The Joint Powers Authority was formed pursuant to SGMA as the Groundwater Sustainability Agency for the Indian Wells Valley Basin. SGMA requires groundwater basins to develop/submit a GSP. In January 2020, IWVGA submitted its GSP and received approval from the State on the suggested sustainability measure in 2021. Included within the approved GSP was an interconnection pipeline to facilitate the necessary imported water supplies to the Indian Wells Valley region. This critical infrastructure project is essential for achieving sustainability in the region.

## **PROJECT TIMING AND REQUIREMENTS**

Water sustainability for the basin is required under California’s SGMA by 2040. The Water Replenishment Pipeline will initially provide 3,000-acre feet of imported water supplies to bring the groundwater basin into sustainability. The project has been sized for regional growth, potential supplies for on installation water needs at NAWSCL, and continuation of other basin uses.

Without this project, sustainability cannot be achieved. Future water needs at NAWSCL, both on installation and off installation, to serve military personnel, contractors, and dependents, cannot be met. Further, as many as one-in-three private wells are anticipated to fail in the next 15 years, compounding the critical urgency of the project.

We respectfully request your consideration of this \$5 million Congressionally Directed Spending Request to initiate a project start for this water infrastructure project.

Sincerely,

Scott Hayman  
Chairman  
Indian Wells Valley Groundwater Authority

# Project Summary Information



# PROJECT SUMMARY INFORMATION

## STATUTORY CITATIONS

### *Specific Project Authorization:*

Item 411 of Section 4367 of the Thomas R. Carper Water Resources Development Act of 2024 {33 USC 2201, Public Law 118-272, 138 Stat. 3117 at page 127}.

### *General Authorization:*

Section 219 of the Water Resources Development Act of 1992 {106 Stat. 4797, Public Law 102-580} – Environmental Infrastructure

## UNITED STATES ARMY CORPS OF ENGINEERS

Los Angeles District Office  
Malia Person, Project Manager  
Programs and Project Management Division  
[malia.r.pearson@usace.army.mil](mailto:malia.r.pearson@usace.army.mil)  
(213) 703.6604

## PROJECT NAME

Indian Wells Valley Water Replenishment Pipeline

## GENERAL PROJECT DESCRIPTION

An approximately 50-mile 18” to 24” water pipeline to interconnect the currently isolated Indian Wells Valley Groundwater Basin to the State of California Water Project. The Project plans to bring up to 6,431 acre-feet per year of imported water into the Basin by 2070, thus reducing groundwater pumping. Current estimates indicate an initial use of up to 3,000 acre-feet per year. The project is described in more detail below. The goal of the Project is to reduce groundwater production in the Basin to sustainable levels, preserve the community's character, preserve the quality of life of those residing in the Basin, and sustain the mission of the U.S. Naval Air Weapons Station China Lake (“NAWSCL”).

The project scope of work includes multiple components, including 50 miles of water transmission pipeline with pipe sizes ranging from 18 inches to 24 inches, three pump stations, interconnects to existing water systems, Pressure Reducing and Flow Control Stations, a regulating tank, a 3.8 million-gallon terminus tank(s), and the power systems required to operate the facilities. The project scope will be implemented in multiple phases, based on the integration of project components into available budgets on an annual basis.

## **PROJECT BUDGET**

***Fiscal Year 2027 Request***                      \$5,000,000.00

***Fiscal Year 2027 Non-Federal Share:***    \$1,250,000.00

***Total Project Budget***                      \$200,000,000.00 (construction-related activities)

## **PROJECT STATUS (Current Day)**

- 90% design and engineering in process
- Environmental Permitting in process
- Interconnection agreements with agencies are in process

***Will the project be shovel-ready in fiscal year 2027?*** Yes, the pipeline will be ready to begin construction in the first quarter of calendar year 2027.

## **PROPOSED FIRST YEAR PROJECT ACTIVITIES**

- US Army Corps of Engineers mobilization of the project
- Material & Equipment Procurement
- Right of Way Acquisition
- Tank Construction
- Terminus Tank(s) at Ridgecrest Construction, Including Site Development (Grading / Retaining Wall/ Fencing)

## **NON-FEDERAL SPONSOR**

The Indian Wells Valley Groundwater Authority is a political subdivision of the State of California, as authorized under California's Sustainable Groundwater Management Act.

# Project Detail



## **PROJECT DETAIL**

### **PROJECT DESCRIPTION**

The IWVGA's Water Replenishment Pipeline project includes an 18 to 24-inch-diameter, 50.3-mile pipeline for imported water, starting at the Antelope Valley – East Kern Water Agency's (AVEK) California City Feeder pipeline in California City. The pipeline generally runs northeast to the Indian Wells Valley Water District's (IWWVD) Ridgecrest Heights Tank, located southeast of Ridgecrest, California, in Kern County. Three booster pump stations are required to transport the water over the El Paso Mountains situated between California City and Ridgecrest. The pipeline will end at a new welded steel terminus tank at IWWVD's Ridgecrest Heights tank facility. Approximately 20.6 miles of the pipeline cross land managed by the United States Bureau of Land Management (BLM).

Final engineering, design, right-of-way permitting, and environmental compliance are estimated to be completed by the third quarter of 2026.

### **THE GROUNDWATER BASIN**

The Indian Wells Valley Groundwater Basin is located in the northwestern part of the Mojave Desert in Southern California and underlies approximately 382,000 acres or approximately 600 square miles of land area in portions of the Counties of Kern, Inyo, and San Bernardino. It is bordered on the west by the Sierra Nevada Mountain Range, on the north by the Coso Range, on the east by the Argus Range and the south by the El Paso Mountains. Surface water flow from the surrounding mountain ranges drains to China Lake, a large dry lake or playa located in the central north-east part of the basin.

### **NEED FOR THE PROJECT**

The Indian Wells Valley Groundwater Basin is isolated and historically over-drafts 25,000 acre-feet per year beyond its "safe yield" (the amount of groundwater pumped equal to a groundwater basin's average replenishment rate).

Through sustainability measures and efficiency measures implemented since 2019, over-drafting of the Basin has been reduced to 17,000 acre-feet per year. In compliance with California's Sustainable Groundwater Management Act, the Authority has developed, and the State has approved, a Groundwater Sustainability Plan (GSP) requiring six major sustainability elements. The interconnection pipeline to provide imported water supplies to the region is the first priority in achieving sustainability for the region. In a worst-case scenario, at the current rate of over-draft and without imported water supplies, one-in-ten wells are scheduled to fail by 2030. The number of well failures will increase to one-in-three by 2040. The Authority is already addressing well failures in the region. The remaining five sustainability elements within the GSP are insufficient to achieve sustainability and only prolong the timeline for well failures. Under this scenario, the region's water sustainability would fail before 2060.

The amount of over-draft, the required water to achieve sustainability, and the safe yield of the groundwater basin have been determined through 17 studies conducted by the U.S. Navy, the Authority, and other regional parties. The State of California has recognized this issue and designated the region as a "Critically Overdrafted Groundwater Basin." Without the interconnection project, the ability to serve the water needs of the region, the sustainability of the region, and NAWSCL is called into question.

### ***NAWSCL Water Resiliency***

The Indian Wells Valley is home to the U.S. Naval Air Weapons Station China Lake, a critical weapons development/testing and low-flight operations installations. NAWSCL is solely reliant upon groundwater for supply. As previously stated, the pipeline is being oversized to allow for the importation of additional water supplies to provide resiliency to the NAWSCL installation, should additional water supplies be required. Over 80% of U.S. Naval personnel, contractors, and their dependents live off-installation and are reliant upon the non-federal (local) water agency for service. Imported water will primarily supply the City of Ridgecrest, California, to benefit military personnel/dependent families. Federal participation in the project will help to offset associated water infrastructure costs, maintaining quality of life issues for NAWSCL personnel.

It is estimated that over 90% of the installations' military personnel, contractors, and their dependent families live off-installation in the City of Ridgecrest and its surrounding areas. They are reliant upon the local agencies, the Indian Wells Valley Water District and IWVGA for water service. While the installation is not subject to the sustainability requirements of SGMA, it is reliant upon the same critically over drafted groundwater basin for water supply. As a defense support agency, IWVGA takes very seriously its responsibility to partner with the U.S. Navy on water utilization and provide supply to military personnel, contractors, and the dependent families that live in our jurisdiction.

### **FIRST YEAR PROJECT DESCRIPTION**

IWVGA is proposing that the first-year project include mobilization, which is the process of bringing all necessary resources, such as materials, equipment, and labor, to a project site to prepare for physical construction or execution. It is a critical phase that involves logistics planning, site preparation, and coordination to ensure everything is in place for a smooth and efficient project start.

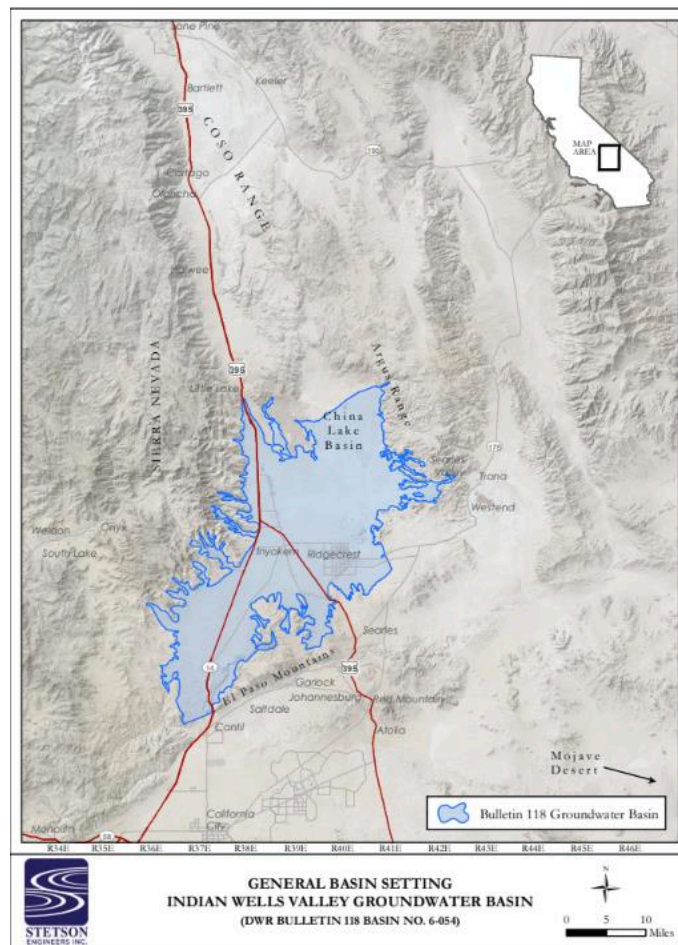
In addition, rights-of-way acquisition (the purchase of real property needed for construction) is a probable first-year activity. IWVGA has identified the necessary rights-of-way purchase and will provide USACE with a comprehensive list of required parcels.

Tank construction is also a first-year construction activity. Easily acquired materials under the Build America, Buy American standards can be used to construct the necessary holding or terminus tanks.



## ABOUT IWVGA

IWVGA is a joint-powers authority comprising Kern County, San Bernardino County, Inyo County, the City of Ridgecrest, and the Indian Wells Valley Water District. Two federal ex-officio member representatives from the United States Navy and the Bureau of Land Management are critical members of the IWVGA Board of Directors. It was formed pursuant to SGMA as the Groundwater Sustainability Agency for the Indian Wells Valley Basin. SGMA requires groundwater basins to develop/submit GSP. In January 2020, IWVGA submitted its GSP and received approval from the State on the suggested sustainability measure in 2021. Included within the approved GSP was an interconnection pipeline to allow for the needed imported water supplies to the Indian Wells Valley region. This critical infrastructure project is essential for achieving sustainability in the region.



# Proposed Amendment



## **PROPOSED LANGUAGE**

*At the appropriate section of the Energy and Water Development and Related Agencies Appropriations Act for Fiscal Year 2027, insert the following:*

SECTION 219: \$5,000,000 to the Indian Wells Valley Water Replenishment Pipeline project as authorized by Item 411 of Section 4367 of 33 USC 2201.

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**TO:** IWVGA Board Members

**DATE:** November 12, 2025

**FROM:** IWVGA Staff

**SUBJECT: AGENDA ITEM 12 – BLUE MOUNTAIN DEVELOPMENT PROJECT  
MANAGEMENT PROGRESS UPDATE**

**Imported Water Project**

**OVERALL PROGRAM**

- Integrated Master Schedule – Development of updated and integrated master project schedule under way including environmental planning, design development, right of way acquisition, construction phasing, project agreements, and funding cycles.
- Document Integration & Control – Overall project documents under review.
- Project Development Team Meeting – Monthly meetings scheduled to integrate fully all aspects of the project development.
- Project Focus Area Evaluation – Evaluation of key environmental, technical, and regulatory / agreement schedule impacts are the key focus area.

**ENVIRONMENTAL PLANNING**

- Overall NEPA / CEQA Document Review & Evaluation – Evaluation under way for completeness of environmental documents prior to publication.
- Environmental Focus Project Elements – Evaluation of key biological surveys relative to current design, SCE alignment, and BLM requirements.

**DESIGN DEVELOPMENT**

- 90% Design Development Review & Evaluation – Evaluation of current design effort reviewing key technical issues including scour crossing locations, interconnection with beginning and ending sites, design elements project construction phasing, and construction approach.
- BLM Planning – Implementation of the POD under review with design technical impacts.
- SCE Planning – Lift Station power design evaluation under review for schedule, environmental, and potentially technical impacts.

**RIGHT OF WAY ACQUISITION**

- Overview of Properties Acquisition Status – Evaluation under way for property locations to determine key property locations relative to key and milestone project components.
- Acquisition Focus Project Elements – Evaluation of property acquisition strategy integrating construction phasing, appropriation annual funding, as well as possible strategic property attainment.

**RECOMMENDED ACTION**

This is an informational item. No action from the Board is required.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** November 12, 2025

**FROM:** IWVGA Staff

**SUBJECT: Agenda Item 13: Provost and Pritchard Change Orders for the Imported Water Project**

- a) Change Order under Contract for Design Services
- b) Change Order under Contract for CEQA/NEPA Documents and Permit Documentation services

## **BACKGROUND**

The Indian Wells Valley Groundwater Authority (IWVGA) executed Contract Services Agreements (CSA's) with Provost and Pritchard Consulting Group (P&P) for Design and for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline Project (Project) in February 2023. The 60% design plans have been completed and P&P is currently working on the 90% design level plans, the draft Environmental Assessment and draft Environmental Impact Report (EA/ EIR).

As a result of the delays associated with getting regulatory permissions from Bureau of Land Management (BLM) to perform the required geotechnical investigations, the completion of the 90% design submittal has been delayed from its original completion date. In February 2025, the Authority Board approved a time extension of the CSA for design from March 31, 2025 to March 31, 2026.

The 90% design and the preparation of environmental documents have also been delayed due to ongoing coordination with SCE to develop the final design for power facilities required to power pumpstations No. 1, No. 2, and No. 3 for the Project. The extension of the Project's schedule has required additional project management and coordination beyond the approved budget.

## **AGENDA ITEM 13A) CHANGE ORDER UNDER CONTRACT FOR DESIGN SERVICES**

### **Discussion**

Due to the extension of the Project's schedule due to delays from BLM's regulatory delays and SCE, P&P has provided Contract Scope Amendment No. 4 for additional project management and coordination beyond the previously approved budget and schedule. This includes:

- Additional budget of \$70,344 to cover project management and coordination work with the Authority, AVEK, BLM, SCE, etc. from April through October 2025 for expenses incurred after the original Project complete date of March 31, 2025
- Additional budget of \$39,621 to cover project management and coordination efforts in November and December 2025 with the Authority, BLM, and SCE to develop a path forward to completing the Project

In total, Contract Scope Amendment No. 4 proposes an increase in budget of \$109,965. The Amendment is included in your Board Packet for your review.

Compared to the original Contract Sum of \$6,440,000.00, approval of the Amendment brings the total approved budget increases to 7% of the original budget. The previously approved Change Orders were largely for additional work required by the BLM to obtain a Special Use Permit and a Categorical Exclusion for the geotechnical borings from BLM.

**AGENDA ITEM 13A) CHANGE ORDER UNDER CONTRACT FOR CEQA/NEPA DOCUMENTS AND PERMIT DOCUMENTATION SERVICES**

**Discussion**

Due to the extension of the Project's schedule due to delays from BLM's regulatory delays and SCE, P&P has provided Scope and Budget Amendment No. 9 for additional project management and coordination beyond the previously approved budget and schedule. This includes additional budget of \$20,066 to cover project management and coordination work with the Authority, BLM, and SCE, from April through December 2025. The Amendment is included in your Board Packet for your review.

Compared to the original Contract Sum of \$1,013,722, approval of this Amendment would bring the total approved budget increases to 54% of the original budget. The previously approved Change Orders were largely for additional work required by the BLM to obtain a Special Use Permit and a Categorical Exclusion for the geotechnical borings from BLM.

It should be noted that Omar Dandashi with Blue Mountain Development, the Authority's Program Manager for the Project, is currently developing a Project Completion Action Plan to provide a course of action and recommendations necessary to complete the Project. This may require future requests for additional budget for work that will occur in 2026 and/ or 2027.

**RECOMMENDED ACTION**

Staff recommends the Board approve:

- a) Contract Amendment No. 4 under the Contract Services Agreement with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline for an increase in budget of \$109,965.00 and a revised Contract Sum of \$6,902,563.00.
- b) Contract Amendment No. 9 under the Contract Services Agreement with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline for an increase in budget of \$20,066 and a revised Contract Sum of \$1,561,180.00.

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- Coordination with environmental team and land acquisition/right-of-way team (Task 221P)
  - Coordination with Southern California Edison (Task 275P)
  - Coordination with Cal Parks (Task 276P)
  - A summary of project activities between April and October 2025 is included as Attachment 1.
  - A summary of monthly effort from April through October 2025 is provided as Attachment 2.
  - A summary of Budget Amendment No. 4 by Task is provided as Attachment 3.
  - The remainder of the budget for the BLM Special Use Permit (Task 271P) is sufficient through the end of the year.
- Item 2-Additional project management and coordination effort in November and December 2025
    - Efforts in November and December will focus on developing a schedule and path forward to completing design in compliance with the project stakeholders and continued coordination with BLM and SCE. See Table 2 below.

Table 2

Item 2-Estimated Effort in Project Management and Coordination with SCE in November and December	
Additional Budget Requested for Task 131P - Project Management Efforts	\$32,401
Additional Budget Requested for Task 271P - Special Use Permit <sup>1</sup>	\$0
Additional Budget Requested Task 275P - Coordination with SCE	\$7,220
<b>Total</b>	<b>\$39,621</b>

The tasks listed below will be a focus of Provost &Pritchard staff in November and December 2025.

- Project Management (Task 131P)
- Coordination with BLM (Task 271P)-There is sufficient budget for the remainder of the year.
- Coordination with SCE (Task 275P)

A summary of the anticipated effort in November and December is provided in a fee estimate included as Attachment 4.

Therefore, to cover these additional and unanticipated project management and coordination tasks, we request an adjustment of **\$ 109,965** to our contract budget to accommodate this additional work through the end of 2025, as detailed below. This represents a 1.7% increase over the existing contract amount.

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<sup>1</sup> A portion of the Task 271P budget was preserved to account for additional effort in November and December 2025 on Plan of Design (POD) for Pipeline Construction Project. No additional funds for the Task 271P Budget are currently being requested.



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1518 Mill Rock Way, Suite 100, Bakersfield, CA 93311-1351 • Tel: (661) 616-5900  
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The total amount requested for Budget Amendment No. 4 is \$109,965. No other tasks are impacted by this amendment. Work not performed will not be billed to the Authority.

In acknowledgement of this increase in scope and fee, please sign, date and return to Jeff Davis at Provost & Pritchard Consulting Group by emailing [jdavis@ppeng.com](mailto:jdavis@ppeng.com). Please do not hesitate to contact Jeff or myself if you have any questions regarding this amendment.

<b>Client:</b> Indian Wells Valley Groundwater Authority	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
<b>By:</b>	<b>By:</b>
<b>Name/Title:</b>	Jeffrey Eklund, P.E. Director of Operations
<b>Date Signed:</b>	11/12/2025

## **ATTACHMENT 1**

### **APRIL THRU NOVEMBER-SUMMARY OF ACTIVITIES**

#### **Project Management**

- Continued project administration from April thru October.
- Continued project management efforts to respond to IWVGA and Stetson requests, supporting their efforts to manage existing grants.
- Held introductory meetings with Blue Mountain.

#### **Coordination with Stakeholders**

- Held follow-up meetings with AVEK and Kennedy/Jenks Consultants to review their hydraulic modeling efforts upstream of the proposed AVEK turnout.
- Continued coordination with BLM staff to further the Plan of Design (POD) for the construction project. Held field meeting to review permanent access and temporary construction access.
- Continued coordination with Southern California Edison's planning group and environmental group to release the project for design later this year. Efforts included obtaining addresses for the pump stations and the regulating tank facility from the Kern County Planning Department.
- Continued coordination with Kern County Roads Department for facilities encroaching the road right-of-way.
- Continue coordination with the City of California City to provide comments on the 60% design and develop a license or franchise agreement to have pipeline facilities with the City road right-of-way.
- Obtained Right-of-Entry Permit with the California Department of Parks and Recreation.

**Attachment 2-Actual PM and Coordination Costs From April 2025 Through October 2025**

Project Management	Contract Amount	April Invoice	Budget Remaining in April	May Invoice	Budget Remaining in May	June Invoice	Budget Remaining in June	July Invoice	Budget Remaining in July	August Invoice	Budget Remaining in August	September Invoice	Budget Remaining in September	October (thru 10/31/25)	Budget Remaining in October (P&P)
Task 131P-Provost&Pritchard	\$ 327,792	\$ 5,724	\$ (30,933)		\$ (30,933)	\$ 16,275	\$ (47,208)	\$ 12,114	\$ (59,322)	\$ 5,303	\$ (64,625)		\$ (64,625)	\$ 15,773	\$ (80,398)
					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Team Coordination</b>															
Task 121P-Coordination Meetings (Subs, AVEK, IWVWD)	\$ 90,432	\$ 279	\$ 1,180		\$ 1,180	\$ 650	\$ 530	\$ 2,551	\$ (2,021)	\$ 156	\$ (2,177)		\$ (2,177)	\$ 1,580	\$ (3,757)
Task 211P-Preliminary Design Coordination	\$ 57,585		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301
Task 221P-Coordination with Environmental Team and ROW Team	\$ 53,547	\$ 507	\$ (1,702)		\$ (1,702)	\$ 117	\$ (1,819)		\$ (1,819)	\$ 117	\$ (1,936)		\$ (1,936)	\$ 98	\$ (2,034)
Task 251P- Coordination with Geotech (SEI)	\$ 6,886		\$ 55		\$ 55		\$ 55		\$ 55		\$ 55		\$ 55		\$ 55
Task 261P-Coordination with RF Yeager (Corrosion Consultant)	\$ 3,200		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907
<b>Coordination with Project Stake Holders</b>															
Task 241P-Utility Coordination	\$ 44,118		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955
Task 271P-BLM Coordination	\$ 272,970	\$ 4,039	\$ 55,973		\$ 55,973	\$ 3,775	\$ 52,198	\$ 3,175	\$ 49,023	\$ 572	\$ 48,452	\$ 8,365	\$ 40,087	\$ 13,375	\$ 26,712
Task 272P-Cal Trans Coordination	\$ 21,808		\$ 9,081		\$ 9,081		\$ 9,081		\$ 9,081		\$ 9,081		\$ 9,081	\$ -	\$ 9,081
Task 273P-California City Coordination	\$ 22,780	\$ 1,958	\$ 4,763	\$ 890	\$ 3,873	\$ 979	\$ 2,894	\$ 330	\$ 2,565	\$ 178	\$ 2,387	\$ 534	\$ 1,853		\$ 1,853
Task 274P-Coordination with Kern County Roads	\$ 32,663		\$ 4,981	\$ 534	\$ 4,447	\$ 623	\$ 3,824	\$ 89	\$ 3,735	\$ 712	\$ 3,023	\$ 1,547	\$ 1,476	\$ 640	\$ 836
Task 275P-Coordination with SCE	\$ 46,176	\$ 5,893	\$ (17,773)		\$ (17,773)	\$ 1,825	\$ (19,598)	\$ 4,963	\$ (24,560)	\$ 4,112	\$ (28,672)		\$ (28,672)	\$ 9,746	\$ (38,417)
Task 276P-Coordination with Cal Parks	\$ 8,000	\$ 1,346	\$ 2,760		\$ 2,760		\$ 2,760	\$ 156	\$ 2,604		\$ 2,604		\$ 2,604	\$ 3,831	\$ (1,227)
		\$ 19,746	\$ 60,548	\$ 1,424	\$ 59,124	\$ 24,244	\$ 34,880	\$ 23,376	\$ 11,504	\$ 11,149	\$ 355	\$ 10,446	\$ (10,091)	\$ 45,042	\$ (55,133)

**Attachment 3 Summary of Adjustments By Task**

Task	Amount Remaining	Reduction in Budget	Addition to Task 131P Budget by P&P Budget Adjustment	Addition to Task 275P Budget by P&P Budget Adjustment	Item 1(April thru Oct.)- Additional Budget Requested
Task 121P (Coordination Meetings)	(\$3,757)				\$3,757
Task 131P (General Project Management)	(\$80,398)				\$39,365
Task 211P(Preliminary Design Coordination)	\$26,301	(\$26,301)	\$26,301		
Task 221P (Env & Row Consultant Coordination)	(\$2,033)				\$2,033
Task 241P (Utility Research/Coordination)	\$2,955	(\$2,955)		\$2,955	
Task 251P (Coordination with Geotechnical Consultant)	\$55	(\$55)	\$55		
Task 261P(Coordination with Corrosion Consultant)	\$2,907	(\$2,907)	\$2,907		
Task 271P (BLM Special Use Permit)	\$26,712	(\$11,500)			
Task 272P (CalTrans Encroachment Permit)	\$9,081	(\$9,081)	\$9,081		
Task 273P (City of California City Permit)	\$1,853	(\$1,853)	\$1,853		
Task 274P (Kern Roads Agreement/Encroachment Permit)	\$836	(\$836)	\$836		
Task 275P (SCE Coordination)	(\$38,417)			\$11,500	\$23,962
Task 276P (Cal Parks Coordination)	(\$1,227)				\$1,227
		(\$55,488)	\$41,033	\$14,455	\$70,344
Expenditure over existing budget fom April through October=	(\$125,832)				

**Notes:**

1. A portion of the Task 271P budget was preserved to account for additional effort in November and December 2025 on Plan of Design (POD) for Pipeline Construction Project.
2. Remaining budget in Tasks 211P, 251P, 261P, 272P, 273P, and 274P will be transferred to Task 131P-Project Management in a forthcoming no-cost budget adjustment.
3. A portion of the remaining budget in Task 271P-BLM Special Use Permit and the remaining budget in Task 241P-Utility Research/Coordination to Task 275P-Coordination with SCE in a forthcoming no-cost budget adjustment.

ATTACHMENT 4-NOVEMBER AND DECEMBER 2025 FEE ESTIMATE FOR PROJECT MANAGEMENT AND COORDINATION TASKS

Task No.	Task	Principal Engineer V	Principal Engineer III	Principal Engineer V	Principal Engineer I	Senior Engineer V	Senior Engineer III	Associate Engineer III	Assistant Specialist I	Project Administrator or IV	Administrative Assistant III	Administrative Assistant II	Administrative Assistant II	Labor Totals	Sub-consultant Fee	Sub-cons. Fee Markup: 7.5%	Subtotal	Contingency 10%	Equipment Fee	Total Fee
		Kemp_M	Eklund_J	Davis_J	Hill_J	McGovern_M	Ojeda_A	Holmes_T	Giacomini_B	Bravo_V	Rodgers_A	Young_M	Gaxiola_A						\$0	
<b>1</b>	<b>Project Management</b>																			
1.1	Task 131P-Provost&Pritchard	1	5	27	6	84				4	2	2	4	\$29,455		\$0	\$29,455	\$2,946		\$32,401
		1	5	27	6	84	0	0	0	4	2	2	4						0	
	<i>Task 1 Fee Subtotal</i>	\$267	\$1,235	\$7,209	\$1,362	\$18,228	\$0	\$0	\$0	\$452	\$186	\$172	\$344	\$29,455	\$0	\$0	\$29,455	\$2,946	\$0	\$32,401
<b>2</b>	<b>Coordination with SCE</b>																			
2.1	Task 271P-BLM Coordination					0		0	0	0				\$0		\$0	\$0	\$0		\$0
2.2	Task 275P-Coordination with SCE			2		6	24							\$6,564		\$0	\$6,564	\$656		\$7,220
		0	0	2	0	6	24	0	0	0	0	0	0							
	<i>Task 2 Fee Subtotal</i>	\$0	\$0	\$534	\$0	\$1,302	\$4,728	\$0	\$0	\$0	\$0	\$0	\$0	\$6,564	\$0	\$0	\$6,564	\$656	\$0	\$7,220
	<b>Project Hour Subtotals</b>	<b>1</b>	<b>5</b>	<b>29</b>	<b>6</b>	<b>90</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>167</b>					<b>0</b>	
	<b>Project Fee Subtotals</b>	<b>\$267</b>	<b>\$1,235</b>	<b>\$7,743</b>	<b>\$1,362</b>	<b>\$19,530</b>	<b>\$4,728</b>	<b>\$0</b>	<b>\$0</b>	<b>\$452</b>	<b>\$186</b>	<b>\$172</b>	<b>\$344</b>	<b>\$36,019</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,019</b>	<b>\$3,602</b>	<b>\$0</b>	<b>\$39,621</b>

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# PROVOST & PRITCHARD CONSULTING GROUP

455 W. Fir Avenue • Clovis, CA 93611-0242 • (559) 449-2700  
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## SCOPE & BUDGET AMENDMENT NO. 9

<b>To:</b>	Bianca Cabrera, Stetson Engineering, Inc.	<b>Email:</b>	<a href="mailto:BiancaC@stetsonengineers.com">BiancaC@stetsonengineers.com</a>
<b>From:</b>	Dawn Marple, Principal Planner	<b>Date:</b>	October 31, 2025
<b>Subject:</b>	Indian Wells Valley Groundwater Authority Imported Pipeline Project CEQA/NEPA and Permitting Documentation: Contract Amendment No. 9 – Continued Coordination on the 50-mile Pipeline Project through end of 2025		

An amendment is hereby submitted to Stetson Engineering Inc. and Blue Mountain Development for the Indian Wells Valley Groundwater Authority (IWVGA) Imported Pipeline Project, California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) and Permitting Documentation (Job No. 4101-23-001) to incorporate the following changes to the scope and budget and is discussed in the phases below:

### PHASE TSK1: INITIAL COORDINATION

Continued coordination efforts with Authority staff, Blue Mountain Development, Bureau of Land Management (BLM), and now including Southern California Edison (SCE) regarding 50-mile Imported Pipeline Project tasks and activities. Continued coordination with the Provost & Pritchard (P&P) Design team is also extremely important to continue analyzing CEQA/NEPA and incorporating the analysis of the additional SCE areas. Coordination efforts will occur throughout the Project duration.

As requested by Blue Mountain Development, the proposed increase in budget in the table below includes P&P staff attendance at Authority board meetings, BLM coordination meetings, SCE coordination meetings and providing additional information (figures, technical reports, etc.) and Project correspondence tasks ending December 31<sup>st</sup>, 2025.

Task No. 1	Task Description	Principal Planner	Senior Project Administrator	Associate Planner	Senior Biologist	Labor Total
	<b>Hourly Rate:</b>	<b>\$204</b>	<b>\$128</b>	<b>\$179</b>	<b>\$137</b>	
1.1	Project Management	8	8			<b>\$2656</b>
1.2	Project Administration	8	8			<b>\$3,904</b>
1.3	Agency Coordination					
	SCE Meetings (Bi-weekly)	6	6	6	6	<b>\$3,750</b>
	BLM Meetings (up to 3 mtgs)	4	4		4	
	IWVGA Board Meetings	2	2			<b>\$1,952</b>
	Stetson/BMD	6	6		6	<b>\$976</b>
						<b>\$2,928</b>
<i>Task 1</i>	<i>Fee Subtotal</i>	40	40	8	32	
		<b>\$7,344</b>	<b>\$4,608</b>	<b>\$1,096</b>	<b>\$4,368</b>	<b>\$16,166</b>
	<i>Current unbilled time and overbudget April – Oct 2025</i>					<b>\$3,900</b>
<i>Total</i>						<b>\$20,066</b>

In acknowledgement of this amendment, please sign, date and return to Dawn Marple at Provost & Pritchard Consulting Group by emailing [dmarple@ppeng.com](mailto:dmarple@ppeng.com).

**Client:** Indian Wells Valley Ground Water Authority

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Provost & Pritchard Engineering Group, Inc. dba  
Provost & Pritchard Consulting Group

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**By:**

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**By:**

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**Name/Title:**

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**Name/Title:** Heather Bashian, PE  
Director of Operations

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**Date Signed:**

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**Date Signed:**

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# IWVGA ADMINISTRATIVE OFFICE

## **STAFF REPORT**

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**TO:** IWVGA Board Members

**DATE:** November 12, 2025

**FROM:** IWVGA Staff

**SUBJECT:** Agenda Item 14: Fallowing Program and Dust Control Mitigation Program

### **BACKGROUND AND DISCUSSION**

#### **Original Resolution on Transient Pool and Fallowing Program**

The original resolution regarding fallowing, Resolution No. 05-20 dated August 21, 2020, adopted the “Report on Transient Pool and Fallowing Program” (Report) which outlined the options for qualified agricultural pumpers in the Indian Wells Valley Groundwater Basin (Basin) to participate in these programs. The Report describes the process for qualified pumpers to obtain a Transient Pool allotment, which can be pumped without incurring Replenishment Fees. The Report states that the “intent and goal of the Transient Pool and Fallowing Program is to significantly reduce the overdraft conditions currently occurring in the [Indian Wells Valley Groundwater Authority (IWVGA or Authority)]” (Page 9).

As part of this program, qualified pumpers could reject the allotment and continue pumping if they paid the Basin Replenishment Fee, accept the allotment and the associated mitigation fee, or “accept the allotment and negotiate a sale of their allotment to the Authority through the Fallowing Program” (Page 6). The Report states that allotment holders of the Transient Pool were to present their offers to sell before October 1, 2020.

Due to lack of funding for the Fallowing Program, as discussed in the next section, pumpers and the Authority could not adhere to the proposed schedule. Also of note, the Report does not specifically mention dust mitigation, but it states that the Authority may “explore alternative land uses for the fallowed land, which may include use as enhanced habitat or grazing lands” (Page 9).

#### **Amended Report on Transient Pool and Fallowing Program**

On January 21, 2021, the Authority passed Resolution 01-21, which included the “Amended Report on Transient Pool and Fallowing Program” (Amended Report), replacing the prior report.

The Amended Report primarily revises language on the Transient Pool program, and the language on the Fallowing Program was left the same as in the previous version.

However, the Staff Report for Resolution 01-21 (Staff Report), which provides additional context for the resolution, provides information about why the Fallowing Program was unable to be implemented at the schedule outlined in Resolution No. 05-20 in August of 2020. The Staff Report states that the Fallowing Program as described in Resolution 05-20 “requires negotiation between the Authority and the qualified pumpers with direct and substantial involvement by the Water District”. The Staff Report further states that “these negotiations did not take place as proposed, however, because of the Water District’s failure to support and stated opposition to the funding for this Program” (Page 1).

### **Letter Exchange Between the Groundwater Authority and Water District**

The Groundwater Authority sent the Water District a letter on April 13, 2022 requesting a final determination on the Water District’s involvement in the Fallowing Program. Specifically, the Authority wanted to confirm whether the District would agree to using Replenishment Fee funds to fund the program for purchase of agricultural users’ Transient Pool allocations. The benefit to the Water District would be the extended amount of time in which imported water would need to be obtained.

The Water District responded in a letter dated May 10, 2022, and stated that the District “believes the use of Replenishment Fees to support the Fallowing Program would be a misuse of Replenishment Fees.” According to the Water District, any use of the Replenishment Fee other than for imported water would only increase the burden on their ratepayers.

### **Dust Control Program from Groundwater Sustainability Plan**

The Fallowing Program may conflict with the Indian Wells Valley Adjudication as it is uncertain what will happen with the water rights that are assigned to agricultural producers, and the Authority may not be able to pay agricultural producers to stop using their rights. Therefore, the Fallowing Program may need to be set aside until the Adjudication is completed. However, once agricultural producers in the Transient Pool use the remainder of their allocation, dust control may be beneficial. The Groundwater Sustainability Plan (GSP) outlines a Dust Control Mitigation Program, which has not been acted upon.

The purpose of the Dust Control Mitigation Program described in the GSP Section 5.3.5 (Project No. 5) is to reduce windblown dust and sand from decreased agricultural water use as a result of the Transient Pool and Fallowing Program. The proposed Dust Control Mitigation Program included preparation of a Dust Control Mitigation Plan to investigate the best management practices for reducing windblown dust and sand. The GSP discusses possible mitigation measures,

including wind breaks/barriers and mulch. Examples of wind breaks/barriers are solid or porous fences, straw bales, and berms. Additionally, tilling soils to create surface roughness can additionally reduce blown dust and sand. Mulch (wood chips, gravel, and/or plastic products) may act as a surface covering and reduce the total amount of windblown dust and sand. The GSP also indicated that the restoration of natural habitat on fallowed land would be investigated, which could include grading, soil decompaction, seeding with native plants, and potential irrigation and maintenance until the native habitat is suitably established. The proposed Dust Control Mitigation Program included monitoring windblown dust and sand as agriculture is phased out, and to identify critical areas for prioritizing dust mitigation.

### **Potential Candidates for Dust Control Mitigation Program**

Due to the lack of funding for purchasing Transient Pool members' allotments, the Authority has not purchased any allotment water under the Fallowing Program. However, some of the members of the Transient Pool are getting closer to using the remainder of their allotment. Additionally, Simmons Farms have stopped farming. Quist Farms have used the most of their allotment (62.95%). Meadowbrook Dairy has used 59.66% and Terese Farms has used 40.29%. Once these farmers have used the remainder of their allotment, repurposing the land for dust mitigation might be considered.

### **Potential Funding Source, Multibenefit Land Repurposing Program (MLRP)**

The MLRP is one potential funding source for the Fallowing Program or Dust Control Mitigation Program, which funds "groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat" (Ca. Department of Conservation). The last round was funded by the Public Resources Trailer Bill for \$40M (AB 211, Ch. 574, Stat. of 2022).

According to the previous round's guidelines, updated on April 21, 2025, Groundwater Sustainability Agencies are eligible applicants and eligible proposals "comprise of one or more SGMA critically over drafted basins managed under an approved groundwater sustainability plan" (MLRP Round 2 Guidelines). Additional funding (\$200M), which may be directed to future rounds of funding, was provided by Proposition 4 which was approved in Fall of 2024. In the previous round of funding, several awarded projects included implementation of fallowing, such as in the Kaweah Delta Water Conservation District. According to the description, "the primary goal will be to repurpose land primarily by fallowing with the intent to restore... each partner is collaborating with stakeholders representing an array of interests, including farmers and ranchers, disadvantaged communities, and land conservation" (Ca. Department of Conservation).

There are no announcements for an additional round of funding. However, the previous annual report states that "DOC staff are exploring ways in which the program can effectively administer

the new funding, which may take the form of new regional block grants, increased investment in existing block grant regions, and more funding for Tribal grants” (2024 MLRP Annual Report).

### **CONCLUSION AND RECOMMENDED ACTION**

With no readily available source of funding and no specific offers to sell from Transient Pool members, the following program has been set aside. Additionally, it is unclear how agriculture will be impacted through the groundwater adjudication. Finally, as some Transient Pool members approach the end of their allotment, it is possible that dust control mitigation may be needed in agricultural lands that are fallowed.

Staff recommends the Board provide directions on whether to contact Transient Pool members to determine interest in implementing dust control measures if funding were available, and if there is interest, to pursue funding for the Dust Control Mitigation Program.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** November 12, 2025  
**FROM:** IWVGA Water Resources Manager  
**SUBJECT: AGENDA ITEM 15 – WATER RESOURCES MANAGER’S REPORT**

## **AGENDA ITEM 15a – GRANT FUNDING UPDATE**

### SGMA Implementation Round 1 Update

- Invoice #12
  - Covers April 2025 to June 2025
  - Total requested payment: \$416,489.14
  - Status: Submitted to DWR, awaiting payment.
- Invoice #13
  - Covers July 2025 to September 2025
  - Due to DWR by end of November 2025.

### Urban Community Drought Relief Program Update

- The IWVGA has been awarded \$3,345,000 to consolidate shallow well system(s) into a public water system.
- Potential systems/wells for consolidation in areas near impacted shallow wells are being further investigated, preliminary feasibility study and cost estimates are currently being prepared.
  - Rademacher consolidation project currently underway
  - Reimbursement Agreement between IWVGA and IWVWD signed
  - Phase 1 construction complete
    - Two properties hooked up to completed pipeline (Sanchez and Bassett)
  - Phase 2 design completed and sent to Division of Drinking Water for approval
- Stark St consolidation feasibility study underway
- Invoice #6
  - Covers April 2025 to June 2025
  - Total requested payment: \$173,391.45
  - Status: DWR approved, received payment.
- Invoice #7
  - Covers July 2025 to September 2025
  - Due to DWR by end of November 2025.

## **AGENDA ITEM 15b – GSP IMPLEMENTATION PROJECTS/MANAGEMENT ACTION**

## UPDATES

### Imported Water Project

- Imported Water Pipeline Design Services
  - Continuing coordination with BLM for a Special Use Permit for pipeline construction
    - Attended an in-field meeting with BLM on October 16 to discuss construction access and permanent maintenance access, primarily along the Hwy 395 corridor
      - Staff is awaiting feedback from BLM on the extent existing roads are able to be used within the Spangler Hills Off-Highway Vehicle Area
    - P&P staff continue to work on addressing BLM's comments on pipeline construction POD and intends to submit a revised draft later this month or early in December for BLM to review
    - Coordinating with BLM regarding their request for an additional \$25,000 deposit under their existing Reimbursement Agreement with the Authority
  - October 14, 2025: First monthly coordination meeting with all Project consultants and WRM Staff to establish a pathway forward for the Project
  - Continuing ongoing coordination with Caltrans, California Department of Parks and Recreation (Cal Parks), Southern California Edison (SCE) and Kern County Roads Department
    - Bi- weekly meetings with SCE
    - SCE Staff has completed the design of bringing power to Pump Station No. 1 and Pump Station No. 2 and is currently working on the design of the powerlines between Pump Station No. 2 and Pump Station No. 3. They have had to revise some of their designs because of staffing changes, but the plan is still to complete the power infrastructure to the three pump stations and the regulating tank by the end of the year.
    - Executed Cal Parks Right of Entry Permit for temporary construction easements for the pipeline and creating bypass road around trenchless crossings
    - Continuing to coordinate with Cal City to address their comments on their review of 60% Design Plans
    - Planning to meet with Cal Trans after the field meeting with BLM to discuss temporary and permanent access routes off Hwy 395 and the Hwy 395 jack and bore crossing.
  - Coordinated with Kern County Roads Department on the recent severe storm to understand potential design impacts for scour along Redrock Randsburg Road and Garlock Road
    - P&P inspected the recent storm damage along the alignment and compared it to the damage from the 2023 storm
    - 4 out of 5 washouts occurred at or near washes that the design has identified for trenchless horizontal directly drilling
  - Executed Cal Parks Right of Entry Permit for temporary construction easements for the pipeline and creating bypass road around trenchless crossings
  - Bennett Trenchless will finalize the Draft TM for the trenchless crossings (30% submittal deliverable) to include results of borings into the hydrofracturing analysis that were delayed due to obtaining the California Department of Fish and Wildlife

- Lake and Streambed Alteration Permit after finalizing the location of the Hwy 395 crossing
  - November 5, 2025: P&P, Stantec, and WRM Staff follow-up meeting with AVEK and Kennedy Jenks to discuss comments and questions on draft updated Technical Memorandum for additional modeling of design considerations of upstream hydraulics for California City Feeder and North Feeder
    - Stantec subconsultants continued pump selection and pumping facility design
  - Next Steps:
    - Finalize the following now that revised AVEK (Kennedy/Jenks) hydraulic modeling results are available:
      - Tank TM (a 30% submittal deliverable)
      - Electrical Systems and Instrumentation and Controls TM (a 30% submittal deliverable)
      - Refined System Hydraulics and Transient Mitigation Analysis TM (a 30% submittal deliverable)
      - Draft Mechanical Pump Selection (a 30% submittal deliverable)
    - Provide the updated Preliminary Permitting Requirements TM per Staff comments
    - Provide Draft Corrosion Design TM
    - Incorporate additional SCE power infrastructure into design plans after SCE provides preliminary design for power infrastructure
    - Next Milestones
      - Provide 90% Design Submittal after completing the Next Steps above
      - Provide 100% Design Submittal
- Imported Water Pipeline Environmental Services
  - Coordination Meetings
    - Continuing coordination with the BLM
    - Continued to engage with SCE environmental staff and the Project's design consultant on the potential requirements for incorporating the new SCE infrastructure into the Environmental documents
    - October 14, 2025: First monthly coordination meeting with all Project consultants and WRM Staff to establish a pathway forward for the Project
  - Prepared fall planting plan per DRECP requirement for geotechnical borings activities
  - Incorporating Redacted Cultural Report completed by BLM and the US Department of Defense into EA/ EIR
    - SCE reviewing Redacted Cultural Report
  - Draft EA/ EIR joint document to be updated per additional SCE components
  - Draft Biological Evaluation to be updated for additional SCE components
  - Draft Biological Assessment to be updated for additional SCE component
  - Coordinating with United States Fish and Wildlife Service, BLM, and GA/ WRM Staff on requirements to obtain an Incidental Take Permit
  - Continuing coordination with AVEK on Mojave Tank Farm Alignment
  - Continuing to consider right-of-way alignment options with Kern County
  - Air Quality, Greenhouse Gas, Energy, and Noise reports to be updated for additional SCE components
  - Next Steps:

- Incorporate additional SCE components into EA/EIR after design plans include SCE preliminary design for power infrastructure
    - Provide updated schedule after SCE provides preliminary design to Design consultants
    - Provide draft EA for 45- day Public Comment Period after incorporating SCE into EA/EIR
  - Next Milestones:
    - Provide Final EA/ EIR
- Imported Water Pipeline Right-of-Way Services
  - October 14, 2025: First monthly coordination meeting with all Project consultants and WRM Staff to establish a pathway forward for the Project
  - Continuing Acquisition Services Task, Preliminary Title Report and Appraisal Report tasks
    - Staff reviewing draft Right of Way document templates
    - Staff reviewing draft Right of Way Acquisition Plan
  - Next Milestone:
    - Provide a final Right of Way Acquisition Plan by late-2025
    - Complete plats and legal descriptions
- Blue Mountain Development (Blue Mountain) Program Management Services
  - October 14, 2025: First monthly coordination meeting with all Project consultants and WRM Staff to establish a pathway forward for the Project
  - Blue Mountain reviewed P&P's Pending Change Order items for appropriateness and recommend actions for WRM consideration
  - Blue Mountain began creating an integrated Master Schedule to identify risk factors with focus on technical, environmental, regulatory, fiscal, project phasing, and schedule impacts
  - Blue Mountain began establishing central project document repository
  - Blue Mountain coordinated with Capital Core to review the FY 2027 Earmark Request for the Project's construction funding
  - Next Steps:
    - Complete integrated Master Schedule and identify risk factors
    - Develop Project Completion Action Plan & Recommendations
- Submittals to DWR
  - Continuing monthly coordination meetings with DWR on IP Grant progress  
Upcoming deliverable due dates:
    - December 31, 2025
      - Draft Grant Completion Reports
      - Design and Specifications
      - CEQA/ NEPA Documentation
      - Copies of Right of Way
    - March 31, 2026: Final Grant Completion Report
  - IWVGA Staff is evaluating an updated project schedule and anticipates Project planning work will be complete after December 31, 2025. IWVGA will submit an Amendment Request in writing by December 1, 2025 pursuant to the Master Schedule developed by Blue Mountain
- National Environmental Protection Agency (EPA) Drinking Water System Infrastructure

### Resilience and Sustainability Program (Resiliency Grant)

- In August 2024, the EPA announced their grant of \$2.79 million to the IWVGA for Imported Water Project planning activities
  - Grant will be used as additional funding to complete planning tasks
  - GA staff have made three rounds of revisions to the Project grant documents at the request of grant coordinator
    - Grant coordinator requested that the project schedule is updated to reflect current estimates for project milestones and to provide more detailed descriptions and costs of the scope of work applicable to the EPA Grant in the budget breakdown
  - August 29, 2025: The Authority provided an updated schedule and more detailed budget breakdown to the Grant coordinator for review
  - September 26, 2025: Grant Agreement provided for review by the Authority
    - Any disagreements to terms and conditions of agreement must be submitted to EPA by October 17.
      - Staff notified EPA of acceptance and agreement with terms and conditions of the agreement on October 13.
    - Grant training to be completed by December 22.
    - Enrollment in EPA payment system, ASAP, ongoing.
  - Government shutdown, beginning September 30, could lead to further delays in processing the grant agreement.
- US Army Corps of Engineers Planning Assistance to States (PAS) Program
    - GA Staff is coordinating with USACE on tasks
  - Pipeline Construction
    - Passage of the Thomas R. Carper Water Resources Development Act of 2024 (WRDA-24) authorized \$50 million for the USACE to begin activities for water and water supply infrastructure in Kern County, California
      - Next Steps:
        - Discuss project phasing
        - Coordinate draft Agreement with the USACE

### Shallow Well Mitigation Program

There are currently no active applications. There is an anticipated application from Mr. Matt Jackson on N. Bull Run Street in Inyokern. Mr. Jackson emailed IWVGA on January 16, 2025, and reported that he believes his well is running dry. IWVGA staff responded to Mr. Jackson with the application materials and notified him that the well must be registered with IWVGA. Mr. Jackson submitted an application on March 16, 2025, however a more recent well evaluation is needed to determine the well's flow rate and groundwater level. Mr. Jackson is currently waiting to have Garrison Brothers complete the evaluation.

### **AGENDA ITEM 15c – MISCELLANEOUS ITEMS**

#### Data Collection and Monitoring

- Ongoing coordination with Navy for planned wellhead surveys and downhole video

logging of selected Navy wells.

- Navy wellhead surveys at Range wells completed week of September 2.
- Fall 2025 water level monitoring and water quality sampling events completed week of September 8.
- Data from Fall 2025 water level monitoring event were compiled and groundwater elevation maps are being compiled.
- Water quality results for samples collected from selected IWV wells week of September 8 were received and processed.
- Downhole Video planning: Stetson is planning to video log select IWV wells the week of November 10.
  - Purpose of downhole video logging to determine well construction details or the nature of obstructions or casing abnormalities, as needed.

#### Subflow from Rose Valley to IWV

- Ongoing work with BLM regarding Cultural Survey and Permitting for second monitoring well
- Next steps: (1) obtain BLM concurrence on the scope of the cultural/archeological field survey, (2) conduct a cultural/archeological field survey, and (3) BLM Right-of-Way grant
- Periodic correspondence with BLM regarding delayed authorization of archeological survey at proposed RVS-2 well site.
- Continued coordination with BLM on permit to install next RVS Monitoring Well
  - In late October, the new BLM Archeologist, Liz Gonzalez Negrete, contacted Stetson regarding next steps on authorization to complete archeological field survey.
  - Permit documents and description of permit status were provided, however due to lapse in government funding, significant progress on awarding the work authorization is unlikely to be made until government shutdown is over.
- Navy/Coso contract deadline extended to August 31, 2026 for completing the RVS Monitoring Well project.
  - Navy/Coso no-cost extension executed July 8, 2025.
- Reimbursement of RVS-1 well underway

#### **ACTION(S) REQUIRED BY THE BOARD**

There are no actions required by the Board.

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# BUDGET TO ACTUAL REPORT: JANUARY - SEPTEMBER 2025

		ACTUALS BY REVENUE ALLOCATION							(A-B)	(B/A)
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%
		Extraction	Augmentation	Shallow	SGMA IP	EPA Grant	Navy/COSO	Estimated	REMAINING	COMPLETED
		Transient Pool		Well Mitigation		UCDR Grant	Fund			
	ORIGINAL									
<b>1</b>	<b>REVENUE</b>									
<b>2</b>	Extraction Fee - Restricted	900,000	722,218	-	-	-	-	<b>722,218</b>	177,782	80%
<b>3</b>	<b>Transfer In/Loan from Augmentation Fund</b>	<b>588,701</b>	-	-	-	-	-	-	588,701	0%
<b>4</b>	<b>Prior Year Fund Balance</b>	<b>283,409</b>	-	-	-	-	-	-	283,409	0%
<b>5</b>	Augmentation Fee	2,180,781	-	1,784,947	-	-	-	<b>1,784,947</b>	395,834	82%
<b>6</b>	<b>Transfer In/Loan Repayment from Extraction Fund</b>	<b>-</b>	-	-	-	-	-	-	-	0%
<b>7</b>	Shallow Well Mitigation Fee	115,000	-	-	84,596	-	-	<b>84,596</b>	30,404	74%
<b>8</b>	Second Transient Pool Fee - Unrestricted		585,334	-	-	-	-	<b>585,334</b>	(585,334)	0%
<b>9</b>	Department of Water Resources (DWR) Grants -IP Grant	731,870	-	-	-	593,216	-	<b>593,216</b>	138,654	81%
<b>10</b>	Urban Community Drought Relief Grant Program	1,625,700	-	-	-	-	234,547	<b>234,547</b>	1,391,153	14%
<b>11</b>	EPA Resilience Grant	2,678,434	-	-	-	-	-	-	2,678,434	0%
<b>12</b>	Navy/COSO Royalty Fund	345,000	-	-	-	-	-	-	345,000	0%
<b>13</b>	Miscellaneous Revenue	-	-	-	-	-	-	-	-	0%
<b>14</b>										0%
<b>15</b>	<b>TOTAL REVENUES</b>	<b>9,448,895</b>	<b>1,307,552</b>	<b>1,784,947</b>	<b>84,596</b>	<b>593,216</b>	<b>234,547</b>	<b>4,004,857</b>	<b>5,444,038</b>	<b>42%</b>
<b>16</b>	<b>EXPENSES</b>									
<b>17</b>	<b>Administration</b>									
<b>18</b>	Administration (RGS)	340,000	93,252	93,252	-	-	-	<b>186,504</b>	153,496	55%
<b>19</b>	Office Rent (City of Ridgecrest)	3,600	768	768	-	-	-	<b>1,536</b>	2,064	43%
<b>20</b>	Office Supplies	1,000	573	573	-	-	-	<b>1,146</b>	(146)	115%
<b>21</b>	Postage and Delivery	360	-	-	-	-	-	-	360	0%
<b>22</b>	External Audit	37,000	9,250	9,250	-	-	-	<b>18,500</b>	18,500	50%
<b>23</b>	Council Chambers/IT Services (City of Ridgecrest)	8,500	1,806	-	-	-	-	<b>1,806</b>	6,694	21%
<b>24</b>	General Counsel (Aleshire & Wynder/City of Ridgecrest)	309,000	224,774	-	-	-	-	<b>224,774</b>	84,226	73%
<b>25</b>	Additional Legal Services (Aleshire & Wynder/City of Ridgecrest)	10,000	-	-	-	-	-	-	10,000	0%
<b>26</b>	Additional Legal Services-Imported Water Pipeline (Aleshire & Wynder)	-	-	-	-	-	-	-	-	0%
<b>27</b>	Insurance Premium	20,000	19,691	-	-	-	-	<b>19,691</b>	309	98%
<b>28</b>	Legal Notices (Daily Independent)	2,000	919	-	-	-	-	<b>919</b>	1,082	46%
<b>29</b>	Memberships (Cal. Assoc.Mutual Water Co)	100	-	-	-	-	-	-	100	0%
<b>30</b>	Printing and Reproduction	-	-	-	-	-	-	-	-	0%
<b>31</b>	Bank Service Charges	100	12	-	-	-	-	<b>12</b>	88	12%
<b>32</b>										
<b>33</b>	<b>Non-Departmental</b>									
<b>34</b>	Other Legal Services (RWG Law)	500,000	-	574,145	-	-	-	<b>574,145</b>	(74,145)	115%
<b>35</b>	Lobbying Services (Capitol Core)	216,625	7,044	136,983	-	-	-	<b>144,026</b>	72,599	66%
<b>36</b>	Other Professional Services (Garrison Brothers)	-	-	-	-	-	-	-	-	0%
<b>37</b>	California State Lands Commission	140	100	-	-	-	-	<b>100</b>	40	71%
<b>38</b>	Miscellaneous- IWVWD Grant Repayment	-	-	-	-	-	-	-	-	0%
<b>39</b>	Repayment of City of Ridgecrest In-Kind Services	500,000	72,936	177,064	-	-	-	<b>250,000</b>	250,000	50%
<b>40</b>	<b>Transfer Out/ Loan Repayment to Augmentation Fund</b>	<b>-</b>	-	-	-	-	-	-	-	0%
<b>41</b>	<b>Transfer Out/Loan to Extraction Fund</b>	<b>588,701</b>	-	-	-	-	-	-	588,701	0%

# BUDGET TO ACTUAL REPORT: JANUARY - SEPTEMBER 2025

		ACTUALS BY REVENUE ALLOCATION							(A-B)	(B/A)	
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%	
		Extraction	Augmentation	Shallow	SGMA IP	EPA Grant	Navy/COSO	Estimated	REMAINING	COMPLETED	
		Transient Pool		Well Mitigation		UCDR Grant	Fund				
	ORIGINAL										
42											42
43	<b>Community Engagement</b>										43
44	Design Services	25,000	-	126,155	-	-	-	126,155	(101,155)	505%	44
45	Printing and Reproduction	10,000	-	-	-	-	-	-	10,000	0%	45
46	Website Services	15,000	-	-	-	-	-	-	15,000	0%	46
47	Website	315	-	-	-	-	-	-	315	0%	47
48											48
49	<b>Shallow Well Mitigation Program</b>										49
50	Shallow Well Mitigation Emergency Assistance Program	50,000	-	-	-	-	-	-	50,000	0%	50
51	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	15,000	-	-	6,161	-	-	6,161	8,839	41%	51
52											52
53	<b>NAVY/COSO Program</b>										53
54	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetsor)	45,000	83	-	-	-	-	83	44,917	0%	54
55	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	15,000	848	-	-	-	-	848	14,153	6%	55
56	Navy/Coso Royalty Fund: Cooperative Agreement	10,000	2,405	-	-	-	-	2,405	7,595	24%	56
57	Rose Valley Construction	300,000	-	-	-	-	-	-	300,000	0%	57
58											58
59	<b>Basin Management Administration</b>										59
60	Production Reporting, Transient Pool, and Fee Support (Stetson)	35,000	1,356	-	-	-	-	1,356	33,644	4%	60
61	Meetings and Prep (Stetson)	170,000	66,758	66,758	-	-	-	133,517	36,483	79%	61
62	Budget Support (Stetson)	15,000	6,608	-	-	-	-	6,608	8,393	44%	62
63	Stakeholder Coordination (Stetson)	5,000	-	-	-	-	-	-	5,000	0%	63
64	Litigation Support (Stetson)	90,000	-	108,385	-	-	-	108,385	(18,385)	120%	64
65											65
66	<b>Basin Management</b>										66
67	General Engineering (Stetson)	50,000	13,708	-	-	-	-	13,708	36,292	27%	67
68	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	0%	68
69	TSS: General Coordination/Application Support (Stetson)	10,000	-	-	-	-	-	-	10,000	0%	69
70	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	0%	70
71	GSP 5-Year Update (Stetson)	100,000	33,174	-	-	-	-	33,174	66,826	33%	71
72	Annual Report Preparation (Stetson)	75,000	18,595	-	-	-	-	18,595	56,406	25%	72
73	Data Management System Support (Stetson)	40,000	18,095	-	-	-	-	18,095	21,905	45%	73
74	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	0%	74
75	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	10,000	-	-	-	-	-	-	10,000	0%	75
76	Allocation Plan: Following & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	0%	76
77	Configuration Management Plan (Stetson)	100,000	-	-	-	-	-	-	100,000	0%	77
78	General Project Management (Stetson)	40,000	11,607	-	-	-	-	11,607	28,394	29%	78
79	Model Transfer and Upgrade (Stetson)	-	14,771	-	-	-	-	14,771	(14,771)	0%	79
80	Data Collection, Monitoring, and Data Gaps (Stetson)	225,000	46,382	-	-	-	-	46,382	178,618	21%	80
81	Imported Water: Negotiations and Coordination(Stetson)	10,000	-	1,066	-	-	-	1,066	8,934	11%	81
82	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	0%	82
83	Recycled Water (Stetson)	25,000	-	106	-	-	-	106	24,894	0%	83
84	Planning Assistance to States: Army Corps Support (Stetson)	50,000	-	119	-	-	-	119	49,881	0%	84

# BUDGET TO ACTUAL REPORT: JANUARY - SEPTEMBER 2025

		ACTUALS BY REVENUE ALLOCATION							(A-B)	(B/A)
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%
		Extraction	Augmentation	Shallow	SGMA IP	EPA Grant	Navy/COSO	Estimated	REMAINING	COMPLETED
		Transient Pool		Well Mitigation		UCDR Grant	Fund			
	ORIGINAL									
85	<b>Basin Management (Cont'd)</b>									
86	Review of Outside Studies and Coordination (Stetson)	15,000	-	-	-	-	-	-	15,000	0%
87	Well Monitoring Services (WellIntel Inc.)	1,700	2,398	-	-	-	-	2,398	(698)	141%
88								-	-	
89	<b>Grant Management</b>									
90	Grant Review and Application Preparation (Stetson)	75,000	488	-	-	-	-	488	74,512	1%
91	<b>IP Grant Management</b>									
92	IP Grant Administration (Stetson)	11,265	-	-	29,622	-	-	29,622	(18,357)	263%
93	Imported Water :Planning/Design/Environmental (Stetson)	50,000	-	-	49,953	-	-	49,953	47	100%
94	Imported Water :Engagement Outreach (Stetson)									
95	Imported Water :Planning/Design/Environmental (Provost & Pritchard)	520,605	-	-	1,039,402	-	-	1,039,402	(518,797)	200%
96	Pipeline Design							-	-	0%
97	Mojave Tank Farm							-	-	0%
98	CEQ/NEPA							-	-	0%
99	Imported Water :Planning/Design/Environmental (Transystems)	150,000	-	-	97,076	-	-	97,076	52,925	65%
100	Imported Water :Planning/Design/Environmental (Not Grant Reimb)	37,630	-	-	-	-	-	-	37,630	0%
101	Antelope Valley East Kern Water Agency -Reimb Agreement	-	-	-	75,000	-	-	75,000	(75,000)	0%
102										
103	<b>Urban Community Drought Relief Grant Program</b>									
104	Urban Community Drought Relief Funding Administration (Stetson)	20,000	-	-	-	7,429	-	7,429	12,571	37%
105	Shallow Well Consolidation Project (Stetson)	40,000	-	-	-	8,311	-	8,311	31,689	21%
106	Radmacher Consolidation Project Design	1,615,700	-	-	-	56,742	-	56,742	1,558,958	4%
107										0%
108	<b>EPA Resilience Grant</b>									
109	EPA Grant Administration	26,265	-	-	-	18,793	-	18,793	7,472	72%
110	Resilience Grant -Design/Environmental/ROW (Stetson)	116,667	-	-	-	43,493	-	43,493	73,174	37%
111	Resilience Grant - Design (Provost & Pritchard)	1,872,030	-	-	-	-	-	-	1,872,030	0%
112	Resilience Grant - Environmental (Provost & Pritchard)	216,805	-	-	-	-	-	-	216,805	0%
113	Resilience Grant - Mojave Tank Analysis (Provost & Pritchard)	92,182	-	-	-	-	-	-	92,182	0%
114	Resilience Grant - ROW (Transystems)	150,000	-	-	-	-	-	-	150,000	0%
115	City of California City	1,000	-	-	-	-	-	-	1,000	0%
116	Southern California Edison	115,000	-	-	-	-	-	-	115,000	0%
117	Cal Trans	15,000	-	-	-	-	-	-	15,000	0%
118	State Water Resources Control Board	2,985	-	-	-	-	-	-	2,985	0%
119	California Department of Fish & Wildlife	69,500	-	-	-	-	-	-	69,500	0%
120	CalOSHA	1,000	-	-	-	-	-	-	1,000	0%
121	Planning/Design/Env - (Not Grant Reimbursable)	161,120	-	-	-	-	-	-	161,120	0%
122										
123	<b>TOTAL EXPENSES</b>	<u>9,448,895</u>	<u>668,399</u>	<u>1,294,624</u>	<u>6,161</u>	<u>1,291,053</u>	<u>134,768</u>	<u>-</u>	<u>3,395,005</u>	<u>36%</u>
124	<b>Surplus (Deficit)</b>	<u>-</u>	<u>639,152</u>	<u>490,323</u>	<u>78,435</u>	<u>(697,836)</u>	<u>99,779</u>	<u>-</u>	<u>609,852</u>	
125										

All revenue and expenses are for current fiscal year only; a separate year-end report is included with accrued revenue and expenses. Expenses listed do not include outstanding warrants/unpaid warrants. Current allocations of expense to revenue types are based on original budget adoption assumptions. Grant revenue or settlement revenue received for prior year is presented in the cash balance report when received. This revenue is accounted for in the year it was earned.

## CASH BALANCE

### October 2025 Activity

Cash Receipts (Receipts over \$50,000 and all grants are detailed)

IWVWD Augmentation/Extraction/SWM	\$ 1,031,407.20
Second Transient Pool	376,701.75
Consolidation Grant	173,391.45
All Other Cash Receipts -FY 2025	<u>69,353.26</u>
Total Cash Receipts	<u>\$ 1,650,853.66</u>

Cash Disbursements (Obligation payments are detailed)

Warrants - July -Stetson	\$ 146,113.22
Warrants - September	542,278.34
Warrants - October	<u>438,391.41</u>
Total Cash Disbursements	<u>\$ 1,126,782.97</u>

### Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

September Cash Balance By Investment

Kern County Treasurer	\$ 8,385,915.03
AltaOne Credit Union	<u>711,518.90</u>
Total End of Month Cash Balance	\$ 9,097,433.93

October Activity

Cash Receipts	\$ 1,650,853.66
Cash Disbursements	(1,126,782.97)
Banking Adjustment Pending	3,104.40
Total End of Month Activity	<u>\$ 527,175.09</u>
October Ending Cash Balance	\$ 9,624,609.02
Less: Outstanding Warrants -Sept	(250,289.16)
Total Available Cash By Activity	<u>\$ 9,374,319.86</u>

October Cash Balance by Investment

Kern County Treasurer	\$ 7,973,652.66
AltaOne - In Transit to Kern County	<u>1,650,956.36</u>
Total End of Month Balance	\$ 9,624,609.02
Less: Outstanding Warrants	<u>(250,289.16)</u>
Total Available Cash by Investment	<u>\$ 9,374,319.86</u>

*Cash Receipts are deposited in AltaOne Credit Union and sent electronically to Kern County Treasurer. Cash in Transit at month end will be reflected in the Kern County Treasurer balance. Warrants are approved by IWVGA Board and administratively processed by IWVGA staff. Warrants are executed by Kern County staff. Outstanding Warrants are vendor invoices received and not yet paid. Outstanding Obligations are detailed in a separate attached report.*

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To: Carol Thomas-Keefer, General Manager IWVGA  
From: Michael W. McKinney, President  
cc: IWVGA Board of Directors  
Date: November 12, 2025  
Subject: Project Update Memorandum – October Activities

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The following update summarizes Capitol Core Group activities for October 2025.

**PROJECT 1: IMPORTED WATER SUPPLIES**

Capitol Core Group continued to work with potential sellers on negotiations to purchase imported water supplies and finalizing water needs. We are working with two potential water supplies for the Board's consideration.

**PROJECT 2: WATER REPLENISHMENT PIPELINE**

**Construction Activities**

Capitol Core continues to work with Stetson Engineers and consultants to review the permitting and regulatory processes for the interconnection pipeline.

**PROJECT 3: OTHER PROJECTS SUPPORTING THE GSP**

**State of California Legislative Affairs**

**AB 1413 (Papan): Groundwater Adjudications**

AB 1413 was placed on Suspense File in the Senate Appropriations Committee on August 25<sup>th</sup>. On September 2<sup>nd</sup>, the bill was amended and taken off of the Suspense File. The bill was ordered to inactive file on September 9<sup>th</sup> and did not pass this year. However, it is eligible for further consideration in the next legislative session.

## AB 1466 (Hart): Groundwater Adjudications: Standards of Review

AB 1466 passed out of the Senate by a vote of 35-5 on September 10<sup>th</sup>. On September 11, the Assembly concurred in the Senate's amendments by a vote of 69-1-10 (10 members had no votes recorded). **The Governor signed the bill into law on October 11<sup>th</sup>.**

### Federal Government

The federal government remained in shutdown during the entire month of October. The continued shutdown has had an effect on operations in both the Congress as well as departments pertinent to the IWVGA. The federal government shutdown commenced at the end of September 30<sup>th</sup> when the funding authority from the Congress ran out from the prior fiscal year. The shutdown has had a direct impact on both the Congressional offices that we work with as well as the department staff for pertinent agencies. While elected members of the Congress still get paid during a shutdown, the members of their staff do not. As such, some congressional offices are implementing limited in-office staffing during the shutdown. In addition, pertinent departments such as the US Army Corps of Engineers have ceased discussing any new projects during the shutdown. Finally, the shutdown has threatened funding for existing projects that have already received funding. On October 17<sup>th</sup>, Trump Administration Budget Chief Russell Vought announced that the US Army Corps of Engineers would immediately pause \$11 billion of projects currently funded and underway including projects in California (San Francisco).

While we do not have further insight into when exactly the government shutdown will end, we anticipate that going forward, the timelines for consideration of the potential funding sources may be compressed.

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