

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS A G E N D A

Wednesday, January 8, 2025

Closed Session – 10:00 a.m.

Open Session will begin at 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: State Water Project; Under Negotiation: Price and terms of payment.

5. OPEN SESSION – 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 December 11, 2024
- b. Approve Expenditures

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

- i. \$XXXXXX – Stetson Engineers (to be provided)
- ii. \$22,691.15 – Regional Government Services – (Replenishment / Extraction)
- iii. \$16,225.00 – Capitol Core Group – (Replenishment)
- iv. \$111,212.99 – Provost & Pritchard – (SGMA IP Grant)

9. AGREEMENT WITH WULFF HANSEN FOR MUNICIPAL ADVISOR SERVICES RELATED TO POTENTIAL WATER PURCHASE AND INTERCONNECTION BONDING

10. DISCUSSION ITEM REGARDING NEXT STEPS FOR WATER RESOURCES DEVELOPMENT ACT AUTHORIZATION

11. UPDATE ON RADEMACHER CONSOLIDATION

12. BRIEF DISCUSSION ON SECOND TRANSIENT POOL ADOPTION TO BE BROUGHT FORWARD IN FEBRUARY

13. WATER RESOURCES MANAGER REPORT

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

14. GENERAL MANAGER'S REPORT

- a. Monthly Financial Report
- b. C&E Plan Update
- c. Report on IWVGA's Water Marketer (Capitol Core Group)

15. PUBLIC COMMENT ON CLOSED SESSION

16. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, 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) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority.
- 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-CJC

17. REPORT ON CLOSED SESSION

18. DATE OF NEXT MEETING – FEBRUARY 12, 2025

19. 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 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 MINUTES Wednesday, December 11, 2024

IWVGA Members Present:

Chairman Phillip Peters, Kern County	Carol Thomas-Keefer, IWVGA General Manager
Scott Hayman, City of Ridgecrest	Phillip Hall, Legal Counsel
Chuck Griffin, IWVWD	Steve Johnson, Stetson Engineers
Tim Itnyre, San Bernardino County	John Kersey, US Navy, DoD Liaison
John Vallejo, Inyo County	April Keigwin, Clerk of the Board
Emma Lynch, Bureau of Land Management	

Attending via teleconference is Phillip Peters, 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 Peters calls the meeting to order at 10:12 a.m.

2. ADOPTION OF AGENDA:

Motion made by Scott Hayman and seconded by John Vallejo to approve adoption of the agenda.
Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

3. PUBLIC COMMENT ON CLOSED SESSION:

None.

Chairman Peters calls the meeting into Closed Session at 10:13 a.m.

4. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority, a California Joint Powers Authority, et. al. - Orange County Superior Court 30-2022-0139479-CU-MC-CJC)
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority, a California Joint Powers Authority, et. al. - Orange County Superior Court 30-2022-0139479-CU-MC-CJC)

Closed Session adjourns at 10:40 p.m.

5. OPEN SESSION – 10:45 a.m.

Meeting reconvenes into Open Session at 10:59 a.m.

- a. Report on Closed Session – Counsel Hall states there is nothing to report on the SVM matter but there has been an approved settlement agreement between IWVGA and Mojave Pistachios with a motion made by Scott Hayman and seconded by John Vallejo, with an aye vote from Peters, Hayman, Vallejo and Itnyre and Griffin abstaining.
- b. Pledge of Allegiance is led by Chairman Peters
- c. Roll Call

Chairman Peters	Present
Vice Chair Hayman	Present
Director Griffin	Present
Director Vallejo	Present
Director Itnyre	Present

6. BOARD MEMBER ANNOUNCEMENTS:

Chairman Peters announces Water Resources Development Act has been passed with a \$50,000,000.00 authorization to the Indian Wells Valley Groundwater Authority for the interconnection pipeline. Peters stresses the importance of this decision as the federal funding secures a water future for this basin and the China Lake Navy Base. Peters thanks staff and Capitol Core for their work in securing this crucial funding.

Vice Chair Hayman thanks Josh Nugent for his comments. Hayman also thanks Capitol Core for their hard work and asks Michael McKinney to explain the last steps before final signature of authorization by the President. McKinney states Agreements should be available around 2025-2026.

7. PUBLIC COMMENT:

The board hears public comment Judie Decker and Renee Westa-Lusk.

8. BOARD MEMBER COMMENTS:

None.

9. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting October 9, 2024
- b. 2025 Board Meeting Schedule
- c. Extension Letter Agreement for Professional Services with Regional Government Services
- d. Approve Expenditures

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

**Due to cancellation of the November meeting, invoice totals shown below are higher than usual as they cover multiple months.*

- i. \$385,849.29 – Stetson Engineers
- ii. \$55,477.82 – Regional Government Services – (Replenishment / Extraction)
- iii. \$29,775.00 – Capitol Core Group – (Replenishment)
- iv. \$371,358.80 – Provost & Pritchard – (SGMA IP Grant)
- v. \$250,000.00 – City of Ridgecrest – (Replenishment / Extraction) (Nov. 2024)
- vi. \$250,000.00 – City of Ridgecrest – (Replenishment / Extraction) (Dec. 2024)
- vii. \$1,038.00 – The Daily Independent – (Extraction)
- viii. \$13,481.50 – Indian Wells Valley Water District – (Consolidation Grant)

Motion made by John Vallejo and seconded by John Vallejo to approve Minutes of Board Meeting October 9, 2024, 2025 Board Meeting Schedule, Extension letter agreement with Regional Government Services, and the following expenditures in the amount of, \$385,849.29 to Stetson Engineers, \$55,447.82 to Regional Government Services, \$29,775.00 to Capitol Core Group, \$371,358.80 to Provost & Pritchard, \$500,000.00 to City of Ridgecrest, \$1,038.00 to The Daily Independent, and \$13,481.50 to Indian Wells Valley Water District.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Griffin	Aye
Director Vallejo	Aye
Director Itnyre	Aye

10. RESOLUTION 03-24 REGARDING THE 2025 BOARD ROTATION:

Counsel Hall presents staff report and resolution.

Motion made by John Vallejo and seconded by to approve Resolution 03-24.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Griffin	Nay
Director Vallejo	Aye
Director Itnyre	Aye

11. BOARD REVIEW AND APPROVAL OF 2025 BUDGET:

Carol Thomas-Keefer presents 2025 budget.

The Board hears public comment from George Croll and Renee Westa-Lusk.

Motion made by John Vallejo and seconded by Scott Hayman to approve the 2025 budget.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Griffin	Aye
Director Vallejo	Aye
Director Itnyre	Aye

12. BOARD REVIEW AND APPROVAL OF 2025 LEGISLATIVE AGENDA, 2025 CAPITOL CORE GROUP WORKPLAN AND CONTRACT AMENDMENT:

Michael McKinney presents legislative agenda, workplan and contract amendment.

Motion made by John Vallejo and seconded by Scott Hayman to approve contract amendment with Capitol Core Group.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Griffin	Aye
Director Vallejo	Aye
Director Itnyre	Aye

13. BOARD REVIEW AND APPROVAL OF COMMUNICATIONS AGREEMENT WITH WESTBOUND COMMUNICATIONS:

Counsel Hall presents staff report and agreement.

The Board hears public comment from Judie Decker, Renee Westa-Lusk and George Croll.

Motion made by John Vallejo and seconded by Scott Hayman to approve communications agreement with Westbound Communications.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Griffin	Aye
Director Vallejo	Aye
Director Itnyre	Aye

14. BOARD REVIEW AND APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH RICHARDS, WATSON & GERSHON:

Counsel Hall presents staff report and amendment.

Motion made by John Vallejo and seconded by Scott Hayman to approve amendment to agreement with Richards, Watson & Gershon.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Hayman	Aye
Director Griffin	Aye
Director Vallejo	Aye
Director Itnyre	Aye

15. PUBLIC COMMENT ON CLOSED SESSION:

None.

Adjourn to closed session: 12:20 p.m.

16. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, 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) - 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-CJC

17. REPORT ON CLOSED SESSION:

Counsel Hall reported no additional closed session discussion was needed.

18. DATE OF NEXT MEETING – JANUARY 8, 2025

19. ADJOURN:

Chairman Peters adjourns the meeting at 12:21 p.m. on December 11, 2024.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
Phone: (415) 457-0701 • FAX: (415) 457-1638 • Website: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado • Oregon

Invoice

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

Invoice Number: 2652-88

Invoice Date: 01/06/25

Project #: 2652 **Indian Wells Valley Groundwater Authority**

Professional Services through 11/30/2024

Water Resources Management 2024

01 - Meetings & Prep

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	10.00	\$244.00	\$2,440.00
Supervisor I	15.75	\$212.00	\$3,339.00
Senior III	0.50	\$138.00	\$69.00
Associate III	30.50	\$114.00	\$3,477.00
Assistant II	9.00	\$96.00	\$864.00

Professional Services Subtotal: \$10,189.00

Reimbursables

	<u>Charge</u>
Reproduction (Color)	\$24.92
Reproduction	\$2.10

Reimbursables Subtotal: \$27.02

Meetings & Prep Subtotal: \$10,216.02

02.01 - SGMA IP Grant Administration

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.25	\$212.00	\$53.00
Senior III	12.00	\$138.00	\$1,656.00
Associate III	4.50	\$114.00	\$513.00
Assistant II	25.00	\$96.00	\$2,400.00

Professional Services Subtotal: \$4,622.00

SGMA IP Grant Administration Subtotal: \$4,622.00

02.02 - Urban Community Drought Relief Funding Administration

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior III	9.00	\$138.00	\$1,242.00
Assistant II	5.00	\$96.00	\$480.00

Professional Services Subtotal: \$1,722.00

Urban Community Drought Relief Funding Administration Subtotal: \$1,722.00

04 - Data Mgmt System Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior III	2.75	\$138.00	\$379.50
Senior Associate	11.00	\$132.00	\$1,452.00

Professional Services Subtotal: \$1,831.50

Data Mgmt System Support Subtotal: \$1,831.50

05 - General Project Mgmt

**05 - General Project Mgmt****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.50	\$244.00	\$854.00
Supervisor I	3.25	\$212.00	\$689.00
Supervisor II	6.00	\$197.00	\$1,182.00
Senior III	1.00	\$138.00	\$138.00
Senior Associate	0.75	\$132.00	\$99.00

Professional Services Subtotal: \$2,962.00

General Project Mgmt Subtotal: \$2,962.00

06 - Model Transfer & Upgrade**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	2.75	\$244.00	\$671.00
Associate III	0.25	\$114.00	\$28.50

Professional Services Subtotal: \$699.50

Sub-Contractors

	<u>Charge</u>
Board of Regents	\$27,709.53

Sub-Contractors Subtotal: \$27,709.53

Model Transfer & Upgrade Subtotal: \$28,409.03

07.01 - Imported Water: Planning/Design/Environmental**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	5.50	\$244.00	\$1,342.00
Supervisor I	32.75	\$212.00	\$6,943.00
Associate III	21.50	\$114.00	\$2,451.00
Assistant II	8.00	\$96.00	\$768.00

Professional Services Subtotal: \$11,504.00

Imported Water: Planning/Design/Environmental Subtotal: \$11,504.00

11 - Data Collection, Monitoring & Data Gaps**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.75	\$212.00	\$583.00
Supervisor II	17.50	\$197.00	\$3,447.50
Senior Associate	9.00	\$132.00	\$1,188.00
Associate I	15.75	\$126.00	\$1,984.50

Professional Services Subtotal: \$7,203.00

Reimbursables

	<u>Charge</u>
Equipment Purchase	\$1,079.56
Laboratory / Testing	\$2,020.00
Other Expenses	\$54.00

Reimbursables Subtotal: \$3,153.56

Data Collection, Monitoring & Data Gaps Subtotal: \$10,356.56

12 - Shallow Well Consolidation Project**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.25	\$212.00	\$53.00
GIS Manager	1.00	\$126.00	\$126.00
Associate III	7.00	\$114.00	\$798.00

Professional Services Subtotal: \$977.00

Shallow Well Consolidation Project Subtotal: \$977.00

**18.1 - Navy/Coso Cooperative Agreement****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	2.50	\$244.00	\$610.00
Associate I	2.25	\$126.00	\$283.50

Professional Services Subtotal: \$893.50

Navy/Coso Cooperative Agreement Subtotal: \$893.50

21 - General Engineering**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$244.00	\$610.00
Special Project Director	4.50	\$244.00	\$1,098.00
Supervisor I	3.25	\$212.00	\$689.00

Professional Services Subtotal: \$2,397.00

General Engineering Subtotal: \$2,397.00

22 - GSP 5-Year Update**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	7.50	\$244.00	\$1,830.00
Special Project Director	10.50	\$244.00	\$2,562.00
Supervisor I	20.00	\$212.00	\$4,240.00
Supervisor II	38.00	\$197.00	\$7,486.00
Senior III	39.50	\$138.00	\$5,451.00
GIS Manager	14.25	\$126.00	\$1,795.50
Associate III	116.00	\$114.00	\$13,224.00
Technical Illustrator	7.00	\$91.00	\$637.00

Professional Services Subtotal: \$37,225.50

GSP 5-Year Update Subtotal: \$37,225.50

23 - Annual Report Preparation**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	44.50	\$197.00	\$8,766.50
Senior III	10.50	\$138.00	\$1,449.00

Professional Services Subtotal: \$10,215.50

Annual Report Preparation Subtotal: \$10,215.50

26 - Budget Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.50	\$212.00	\$318.00
Senior III	2.75	\$138.00	\$379.50
Associate III	10.75	\$114.00	\$1,225.50

Professional Services Subtotal: \$1,923.00

Budget Support Subtotal: \$1,923.00

27 - Litigation Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	13.50	\$244.00	\$3,294.00
Supervisor I	7.25	\$212.00	\$1,537.00
Associate III	1.00	\$114.00	\$114.00

Professional Services Subtotal: \$4,945.00

Litigation Support Subtotal: \$4,945.00



Project #: 2652

Invoice No: 2652-88

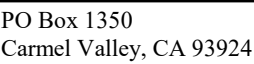
January 06, 2025

Page 4

Water Resources Management 2024 Subtotal: \$130,199.61

***** Invoice Total ***** **\$130,199.61**

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Date	Invoice #
11/30/2024	17796

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

Date	Description	Amount
11/30/2024	Contract Services for November - please see attached	22,391.15
Total		\$22,391.15

Indian Wells Valley

Month: **November, 2024**

		Hours and Rates by Pay Period			
		1st -15th		16th - EOM	Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	17.00	\$ 140.70	5.00	\$ 140.70	\$ 3,095.40
AK	71.00	\$ 110.25	56.00	\$ 110.25	\$ 14,001.75
GL	0.00	\$ -	0.00	\$ -	\$ -
HI	0.00	\$ -	0.00	\$ -	\$ -
DN	0.00	\$ -	0.00	\$ -	\$ -
GS	30.00	\$ 137.00	8.00	\$ 137.00	\$ 5,206.00
RM	0.50	\$ 176.00	0.00	\$ -	\$ 88.00
Totals	118.50		69.00		\$ 22,391.15

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
11/30/2024	17885

Bill To:

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

P.O. No.	Due Date	Inv Sent
	1/15/2025	12/24/2024

Date	Description	Amount
11/30/2024	Reimbursable Expenses for City of Ridgecrest Monthly Rent - please see attached	300.00
Total		\$300.00

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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 2024-094**DATE** 01/06/2025 **TERMS** Net 45**DUE DATE** 02/20/2025**VENDOR ID**

195953

INVOICE PERIOD

December 2024

DATE	ACCOUNT SUMMARY	AMOUNT
12/02/2024	Balance Forward	44,000.00
	Other payments and credits after 12/02/2024 through 01/05/2025	-44,000.00
01/06/2025	Other invoices from this date	0.00
	New charges (details below)	16,225.00
	Total Amount Due	16,225.00

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Project 1: Imported Water Supplies			
P1-A: Ongoing Negotiations with Sellers			
P1-B: Other Required Agreements			
P1-C: Regulatory Approvals			
P1-D: 2025 Water Year			
Government Relations: Intergovernmental Affairs D: ACWA Meetings {Tatum}	5	275.00	1,375.00
Government Relations: Intergovernmental Affairs D: Follow-up Calls, Staff Calls and Internal calls {Tatum}	4	275.00	1,100.00
Government Relations: Intergovernmental Affairs D: ACWA Meetings {Simonetti}	3	250.00	750.00
Project 1 Invoice Total: \$3,225.00			
Project 2: Interconnection Pipeline Project			
Government Relations: Federal Congressional: WRDA-24 (Direct Advocacy) -- Conference Committee Report, House/Senate Leadership, Floor Votes {McKinney}	5.50	275.00	1,512.50
Government Relations: Federal Agency: USACE research on project transition and itemized checklist {McKinney}	3.50	275.00	962.50

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal Congressional: WRDA-24 Follow-up calls House/Senate {Simonetti}	4.25	250.00	1,062.50
Government Relations:Federal Congressional: Meeting Scheduling and follow-up Dems {Tatum}	2	275.00	550.00
Project 2 Invoice Total: \$4,087.50			
Project 3: Other Projects Supporting the GSP			
P3-A: Water Recycling Project			
P3-B: Wastewater Treatment Plant			
P3-C: Legislative Affairs			
Government Relations:California C: Executive Branch: 2025 Legislative Proposal -- DWR, SWRCB, Office of the Governor, Dept. of Justice, internal clients meetings and follow-ups {McKinney}	6	275.00	1,650.00
Government Relations:California C: Legislative: 2025 Legislative Proposal (direct advocacy) {McKinney}	5	275.00	1,375.00
Government Relations:California C: Legislative -- Direct Advocacy Assembly/Senate, internal and external meetings SACTO Legislative Proposal {Simonetti}	8.75	250.00	2,187.50
Government Relations:California C: Executive -- Office of the Governor meeting Legislative Proposal {Simonetti}	1	250.00	250.00
Project 3 Invoice Total: \$5,462.50			
Project Administration:			
PA-A: Monthly Board Meetings			
General Business Items:Project Administration A: Monthly Meeting {McKinney}	2.50	275.00	687.50
General Business Items:Project Administration A: Monthly Board Meeting and Staff Call {Tatum}	3.50	275.00	962.50
General Business Items:Project Administration A: Monthly Meeting, Materials Preparation and Staff Calls {Simonetti}	5	250.00	1,250.00
PA-B: Ad Hoc Meetings and Reports			
General Business Items:Project Administration B: Memorandum Development WRDA-24 {McKinney}	2	275.00	550.00
PA-C: Milestone Reports			
Project Administration Invoice Total: \$3,450.00			

Regulatory Reporting Notes:			
Federal Reporting for Invoice: \$4,087.50			
Federal Reporting for Quarter: \$11,175.00			
State Reporting for Invoice: \$5,462.50			
State Reporting for Quarter: 11,187.50			

Thank you for your business. Please make checks payable to
Capitol Core Group, Inc.

SUBTOTAL
TAX

16,225.00
0.00

TOTAL	16,225.00
TOTAL OF NEW CHARGES	16,225.00

TOTAL DUE	\$16,225.00
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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

December 24, 2024
Project: No: 04101-23-002
Invoice No: 115908

Project Name: IWVGA Imported Water Conveyance Design Services

Client Project #:

Professional Services from November 01, 2024 to November 30, 2024

Phase: 121P Coordination Meetings

Labor

	Hours	Rate	Amount	
Senior Engineer	7.10	195.00	1,384.50	
Principal Engineer	3.10	227.00	703.70	
Totals	10.20		2,088.20	
Total Labor				2,088.20
			Total this Phase:	\$2,088.20

Phase: 122S Stantec Coordination Meetings

Consultants

Consultants			316.25	
Total Consultants			316.25	316.25
			Total this Phase:	\$316.25

Phase: 131P P&P General Project Management

Labor

	Hours	Rate	Amount	
Senior Engineer	36.30	195.00	7,078.50	
Principal Engineer	12.40	248.00	3,075.20	
Project Administrator	.10	94.00	9.40	
Project Administrator	5.60	101.00	565.60	
Totals	54.40		10,728.70	
Total Labor				10,728.70
			Total this Phase:	\$10,728.70

Phase: 132S Stantec General Project Management

Consultants

Consultants			402.50	
Total Consultants			402.50	402.50
			Total this Phase:	\$402.50

Phase: 251P P&P Coordination Geotechnical Services

*** 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	115908
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Labor

	Hours	Rate	Amount	
Senior Engineer	1.20	195.00	234.00	
Totals	1.20		234.00	
Total Labor				234.00
Total this Phase:				\$234.00

Phase: 262C FW Yeager Corrosion Protection/System Design

Labor

	Hours	Rate	Amount	
Senior Engineer	1.50	195.00	292.50	
Senior Technician	.50	150.00	75.00	
Totals	2.00		367.50	
Total Labor				367.50
Total this Phase:				\$367.50

Phase: 271P BLM Special Use Permit

Labor

	Hours	Rate	Amount	
Senior Engineer	12.50	178.00	2,225.00	
Senior Engineer	5.80	195.00	1,131.00	
Assistant Engineer	28.70	133.00	3,817.10	
Totals	47.00		7,173.10	
Total Labor				7,173.10
Total this Phase:				\$7,173.10

Phase: 272P CalTrans Encroachment Permit

Labor

	Hours	Rate	Amount	
Assistant Engineer	10.20	133.00	1,356.60	
Totals	10.20		1,356.60	
Total Labor				1,356.60
Total this Phase:				\$1,356.60

Phase: 273P City of California City Permit

Labor

	Hours	Rate	Amount	
Senior Engineer	1.00	178.00	178.00	
Totals	1.00		178.00	
Total Labor				178.00
Total this Phase:				\$178.00

Phase: 275P SCE Encroachment Permit (Transmission Line Under Crossing)

Labor

	Hours	Rate	Amount	
Senior Engineer	6.50	178.00	1,157.00	
Totals	6.50		1,157.00	
Total Labor				1,157.00

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	115908
			Total this Phase:	\$1,157.00
Phase:	314G	Soils Engineering 30% Submittal		
Consultants				
Consultants			1,845.75	
Total Consultants			1,845.75	1,845.75
			Total this Phase:	\$1,845.75
Phase:	321P	P&P 60% Submittal		
Labor				
		Hours	Rate	Amount
Senior Engineer		.64	186.00	119.04
Senior Engineer		28.00	178.00	4,984.00
Senior Engineer		40.41	195.00	7,879.95
Associate Engineer		6.00	140.00	840.00
Assistant Engineer		21.80	126.00	2,746.80
Project Administrator		6.00	94.00	564.00
Senior Technician		6.50	150.00	975.00
Intern		6.00	65.00	390.00
	Totals	115.35		18,498.79
Total Labor				18,498.79
			Total this Phase:	\$18,498.79
Phase:	322D	P&P Drafting 60% Submittal		
Labor				
		Hours	Rate	Amount
Senior Engineer		3.50	178.00	623.00
Assistant Engineer		5.30	105.00	556.50
Assistant Engineer		20.10	126.00	2,532.60
Principal Engineer		12.70	207.00	2,628.90
Senior Technician		22.75	150.00	3,412.50
Associate Technician		32.10	125.00	4,012.50
Assistant Engineer		21.30	133.00	2,832.90
	Totals	117.75		16,598.90
Total Labor				16,598.90
			Total this Phase:	\$16,598.90
Phase:	323S	Stantec 60% Pumping Facility Design and Specs		
Consultants				
Consultants			27,117.00	
Total Consultants			27,117.00	27,117.00
			Total this Phase:	\$27,117.00
Phase:	327P	Project Description for CEQA/NEPA Process		
Labor				
		Hours	Rate	Amount
Senior Specialist		2.30	165.00	379.50
	Totals	2.30		379.50
Total Labor				379.50

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	115908
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Total this Phase:	\$379.50
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Billing Limits

	Current	Prior	To-Date
Total Billings	88,441.79	3,844,181.14	3,932,622.93
Budget			4,692,613.03
Budget Remaining			759,990.10

Total this Invoice	<u>\$88,441.79</u>
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www.provostandpritchard.com

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

December 24, 2024
Project: No: 04101-23-001
Invoice No: 115932

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

Client Project #:

For the month of November 2024, Provost & Pritchard performed the following services for the IWVGA Imported Water Pipeline Project:

Phase TSK1 Initial Coordination: Continued coordination efforts and meetings with applicant, BLM, USFWS regarding status and next steps for project. Email correspondence. Project administration and billings. Upload documents and reports to SharePoint site for group review. Prepare, review and submit task order for extensive revegetation plan. Prepare billings and update budget tracker with time spent on project tasks.

Phase TSK5 Regulatory Compliance and Permitting: Impact analysis for permitting agencies and BLM for geotechnical work and overall pipeline project. Disturbance and habitat mapping updates. Continued updates and coordination efforts for LSA package by permitting staff and email correspondence with permitting agencies. Prepare and discussion for disturbance memo requested by BLM. Data research on subconsultant materials.

Phase TSK6

Professional Services from November 01, 2024 to November 30, 2024

Phase: TSK1 Initial Coordination (Kick Off Meetings)

Labor

	Hours	Rate	Amount	
Assistant Specialist	1.30	110.00	143.00	
Associate Specialist	.50	142.00	71.00	
Associate Biologist	1.90	143.00	271.70	
Senior Specialist	6.80	157.00	1,067.60	
Principal Engineer	.50	240.00	120.00	
Associate Planner	9.97	131.00	1,306.07	
Assistant Planner	5.80	110.00	638.00	
Associate Biologist	1.20	129.00	154.80	
Senior Project Administrator	6.34	122.00	773.48	
Totals	34.31		4,545.65	
Total Labor				4,545.65
			Total this Phase:	\$4,545.65

Phase: TSK4 Public Outreach

Labor

	Hours	Rate	Amount	
Associate Specialist	2.80	127.00	355.60	
Associate Biologist	15.80	143.00	2,259.40	
Totals	18.60		2,615.00	
Total Labor				2,615.00
			Total this Phase:	\$2,615.00

Phase: TSK6 CEQA/NEPA Documentation

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

Project	04101-23-001	IWVGA CEQA_NEPA Permitting	Invoice	115932
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Labor

	Hours	Rate	Amount	
Associate Biologist	2.30	143.00	328.90	
Associate Planner	30.93	131.00	4,051.83	
Assistant Planner	16.00	110.00	1,760.00	
Principal Planner	1.00	198.00	198.00	
Totals	50.23		6,338.73	
Total Labor				6,338.73
			Total this Phase:	\$6,338.73

Phase: TSK7 Geotechnical Borings - Monitoring Srvcs

Labor

	Hours	Rate	Amount	
Associate Biologist	1.90	143.00	271.70	
Senior Specialist	1.10	157.00	172.70	
Totals	3.00		444.40	
Total Labor				444.40
			Total this Phase:	\$444.40
			Total this Invoice	<u>\$13,943.78</u>

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www.provostandpritchard.com

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

December 24, 2024
Project: No: 04101-24-002
Invoice No: 115933

Project Name: IWVGA Imported Pipeline Mojave Tank Farm Alternative

Client Project #:

For the month of November 2024, Provost & Pritchard performed the following tasks for the IWVGA Mojave Tank Farm Project:

Phase TSK1 Initial Coordination: Continued coordination meeting with BLM, applicant, USFWS, and DOD for project status and next steps update for the Phase 2 - Mojave Tank Farm Environmental tasks.

Phase TSK2 Technical Studies: Continued Bio and cultural survey preparations and coordination. Data mapping. Updates draft bio report with Mojave Tank Farm portion findings. Check in meetings and email correspondence with agency cultural staff and sub consultant. Reimbursable expenses from technical surveys. Wildlife Survey Invoice.

Professional Services from November 01, 2024 to November 30, 2024

Phase: TSK1 IWVGA Imported Pipeline Project Mojave Tank Farm Analysis Initial Coordination

Labor

	Hours	Rate	Amount	
Senior Specialist	4.40	157.00	690.80	
Associate Planner	11.00	131.00	1,441.00	
Assistant Planner	1.60	110.00	176.00	
Principal Planner	3.50	198.00	693.00	
Senior Project Administrator	12.26	122.00	1,495.72	
Totals	32.76		4,496.52	
Total Labor				4,496.52
Total this Phase:				\$4,496.52

Phase: TSK2 IWVGA Mojave Tank Farm Analysis Technical Studies

Labor

	Hours	Rate	Amount	
Associate Specialist	2.90	127.00	368.30	
Associate Biologist	17.20	143.00	2,459.60	
Principal Biologist	5.30	180.00	954.00	
Senior Project Administrator	4.50	122.00	549.00	
Totals	29.90		4,330.90	
Total Labor				4,330.90
Total this Phase:				\$4,330.90

Total this Invoice \$8,827.42

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: January 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 9 - Agreement with Wulff Hansen for Municipal Advisor Services Related to Potential Water Purchase and Interconnection Bonding

BACKGROUND

As your Board is aware, the Authority previously entered into a Municipal Advisor Services Agreement with Wulff, Hansen & Co. so that the Authority could consider bonding options for the needed water purchase when interest rates were at an all-time historic low. The Authority did not take advantage of those low interest rates in large part because the Water District was unwilling to take advantage of the historic opportunity.

The following agreement is being brought forward because the term of the prior agreement had lapsed and with the now secured \$50 million Federal Funding Authorization found in WRDA, the Authority will need to consider its funding and bonding options moving forward.

RECOMMENDATION

Consider and approved the attached agreement with Wulff, Hansen & Co.

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WULFF, HANSEN & Co.
ESTABLISHED 1931
INVESTMENT BANKERS
100 SMITH RANCH ROAD, SUITE 330
SAN RAFAEL, CALIFORNIA 94903
(415) 421-8900

December 6, 2024

**Carol Thomas-Keefer
Acting General Manager
Indian Wells Valley Groundwater Authority
100 W California Street
Ridgecrest, CA 93555**

This is an Agreement (AGREEMENT) between Indian Wells Valley Groundwater Authority (CLIENT) and Wulff, Hansen & Co. (MUNICIPAL ADVISOR or ADVISOR or MA) a registered municipal advisory firm. The purpose of the AGREEMENT is to provide a framework allowing MUNICIPAL ADVISOR to provide municipal advisory services (SERVICES) to CLIENT from time to time as may be mutually agreed upon by both parties. All such SERVICES to be delivered under this Agreement will be specifically described in an Addendum to the AGREEMENT accepted by both parties, and no services will be provided in the absence of such an Addendum. The terms and conditions of this Agreement are set forth below. CLIENT understands and acknowledges that any information or services provided by ADVISOR pursuant to an Addendum to this Agreement are for the purpose of serving as Municipal Advisor to CLIENT and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by CLIENT.

This AGREEMENT also contains various disclosures and other information required under MSRB Rule G-42 and, with its Addenda, will serve as written documentation of certain specific terms, disclosures and other items of information relating to our relationship as of the date this AGREEMENT is signed by ADVISOR. If this information materially changes during the relationship any such change will be described in writing and delivered to you.

1. Scope of Services.

(a) *Services to be provided.*

From time to time CLIENT may request that ADVISOR provide municipal advisory services relating to a specific project or projects. The scope of any such services, any limitations thereon, any compensation to be earned by ADVISOR in connection with their delivery, and any conflicts of interest (other than those disclosed in this AGREEMENT) that ADVISOR may have in connection with such services will be described in an Addendum to this AGREEMENT. No services which are not so described and documented in an Addendum will be provided by ADVISOR to CLIENT.

(b) *Limitations on Scope of Services*

Where an Addendum to this Agreement describes the scope of services to be provided under that Addendum, any limitations on such scope in addition to those included in this Agreement will be described in that Addendum.

Unless otherwise specifically provided in an Addendum to this Agreement, ADVISOR is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal

Advisor for inclusion in such documents. In addition, ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated Addenda:

- a) Legal services of any kind;
- b) Assistance to CLIENT with regard to CLIENT's responsibilities under the federal securities laws and regulations relating to initial or continuing disclosure in connection with municipal securities, inclusive of the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934. Such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract unrelated to this Agreement or any Addenda thereto.
- c) Engineering services of any kind;
- d) Special Tax Rate Consulting
- e) Absorption Analysis or the review thereof;
- f) Feasibility Studies or the review thereof
- g) Fiscal Consulting;
- h) Underwriting or placement agent services;
- i) Accounting services;

CLIENT acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with such laws. CLIENT acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities may apply to the CLIENT and that the failure of ADVISOR to advise CLIENT respecting these laws shall not constitute a breach by ADVISOR of any of its duties and responsibilities under this Agreement.

CLIENT acknowledges and accepts that members of Municipal Advisor's staff, for regulatory compliance policy reasons, are not permitted to and will not employ SMS text messaging, social media applications such as WhatsApp, or any other form of electronic communication or messaging other than standard email and telephonic voice communications, and CLIENT agrees that it will not attempt to use such means of communication in the course of its business with Municipal Advisor. Should CLIENT wish to use Zoom for realtime electronic communications with Municipal Advisor, CLIENT agrees that it will not attempt to use or engage with Zoom's 'chat' function, which is an electronic messaging system that Advisor's staff is not permitted to employ.

2. Municipal Advisor's Regulatory Duties When Advising CLIENT.

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by MA to CLIENT. The rule also requires that MA undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

Accordingly, MA will seek CLIENT's assistance and cooperation, and the assistance and cooperation of CLIENT's agents, with the carrying out by Municipal Advisor of these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent CLIENT seeks to have MA provide advice with regard to any recommendation made by a third party, MA requests that CLIENT provide to MA written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term.

This AGREEMENT shall become effective upon acceptance by both parties and shall terminate **December 31, 2028** unless terminated earlier by one of the parties. Either party may terminate this AGREEMENT upon thirty days written notice to the other party or as may be mutually agreed by both parties. ADVISOR's engagement to provide municipal advice on a specific project or projects described in an Addendum to this document shall terminate as described in that Addendum.

4. Compensation.

The form and basis of any compensation for any of Municipal Advisor's services provided or expenses incurred pursuant to an Addendum to this AGREEMENT will be as described in that Addendum.

5. Limitation of Liability.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to CLIENT. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to CLIENT under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Required Disclosures.

MSRB Rule G-42 requires that MUNICIPAL ADVISOR provide CLIENT with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, any material conflicts of interest known to MUNICIPAL ADVISOR in connection with the Scope of Services are disclosed below, including those conflicts applying to various forms of compensation which are described in a document attached to this AGREEMENT. We believe that these conflicts are mitigated by our duties to CLIENT as assigned to us under Federal and State laws and regulations and the rules of the Municipal Securities Rulemaking Board. In addition, because MUNICIPAL ADVISOR is a broker-dealer with significant business and economic interests due to the nature of its overall business, the success and profitability of MUNICIPAL ADVISOR is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty where such duty exists. Furthermore, MUNICIPAL ADVISOR's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of MUNICIPAL ADVISOR potentially departing from their regulatory duties due to personal interests.

Other Municipal Advisor or Underwriting Relationships.

MUNICIPAL ADVISOR serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of CLIENT. For example, MUNICIPAL ADVISOR and/or its Municipal Advisor Representatives provide municipal advice to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to CLIENT under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, MUNICIPAL ADVISOR could potentially face a conflict of interest arising from these competing

client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of MUNICIPAL ADVISOR to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that MUNICIPAL ADVISOR serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

Broker-Dealer and Investment Advisory Business.

MUNICIPAL ADVISOR is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of CLIENT, may be undertaken on behalf of, or as counterparty to, CLIENT, personnel of CLIENT, and current or potential investors in the securities of CLIENT. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of CLIENT, such as when their buying or selling of CLIENT's securities may have an adverse effect on the market for CLIENT's securities, and the interests of such other clients could create the incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from MUNICIPAL ADVISOR effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the MUNICIPAL ADVISOR that operate separately from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

In addition to the considerations above, the fact that MUNICIPAL ADVISOR's staff are engaged in support of these other business activities could create a conflict when multiple demands exist on a particular individual's time and resources. We reasonably believe that this conflict is mitigated by our staff's desire to complete CLIENT's work in a timely manner and consequently be compensated by MUNICIPAL ADVISOR for their efforts.

Other Business Relationships

MUNICIPAL ADVISOR may have existing or future business relationships, unrelated to CLIENT or MUNICIPAL ADVISOR's services to CLIENT, with underwriters, placement agents, attorneys, accountants, financial institutions, contractors or other entities whose services it may recommend to CLIENT or whom CLIENT may select on its own initiative. MUNICIPAL ADVISOR's business relationships with such entities may include payments or referrals made to Advisor by such entities or payments or referrals made by Advisor to such entities in connection with matters wholly unrelated to CLIENT's business or activities. Because under no circumstances will Advisor accept any form of payment or other remuneration, directly or indirectly, from any third party in connection with Advisor's services to CLIENT, Advisor believes that none of these other engagements or relationships would create a material conflict or otherwise impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

Secondary Market Transactions in CLIENT's Securities.

MUNICIPAL ADVISOR, in connection with its sales and trading activities, may take a principal position in securities, including securities of CLIENT, and therefore MUNICIPAL ADVISOR could have interests in conflict with those of CLIENT with respect to the value of CLIENT's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, MUNICIPAL ADVISOR or its affiliates may submit orders for and acquire CLIENT's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with CLIENT in that it could create the incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing of CLIENT's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through staff members of the MUNICIPAL ADVISOR that operate independently from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

Other Conflicts of Interest. Municipal Advisor has worked with the City of Ridgecrest. Should a conflict of interest become apparent, Municipal Advisor will work with both the City of Ridgecrest and the Client to mitigate such conflict to the satisfaction of all parties.

(b) **Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor addresses below the required disclosures and related information in connection with such disclosures.

Required disclosures include specific information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Municipal Advisor and members of its staff have been subject to various such legal or disciplinary events. Municipal Advisor reasonably believes that it as an entity has no such events that may be material to CLIENT's evaluation of Municipal Advisor as such. However, during its 88 years as a broker/dealer, Municipal Advisor has accumulated a number of such events related to its broker/dealer business as such and CLIENT may wish to review these. Members of MA's staff who have also been registered representatives of one or more broker/dealers have disclosures which could potentially be material to CLIENT's evaluation. Specific instances of such events can be found in Item 9 of our Form MA and, for staff members, Item 6 of Forms MA-I. Direct links to all of this information for the firm and each individual are provided on our website at: <https://www.wulffhansen.com/municipal-advisor-disclosures/>.

The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is December 10, 2019, which change consisted of adding historical disclosures about a newly affiliated third-party accountant. The disclosures were not related to the municipal advisory business.

(c) **Customer Protections.** Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The latter's website is located at www.msrb.org. A municipal advisory client brochure is available on that website that describes the protections that may be provided by the MSRB's rules and how a client may file a complaint with an appropriate regulatory authority.

(d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this information may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide CLIENT with any such supplement or amendment as it becomes available throughout the term of the Agreement.

7. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the State of California.

8. Entire Agreement. This instrument, including all Addenda and Appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

9. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

ACKNOWLEDGED and AGREED:

Indian Wells Valley Groundwater Authority

/s/ _____

Print Name and Title

Date: _____

ACKNOWLEDGED and AGREED:

Wulff, Hansen & Co.

/s/

Chris Charles

Chris Charles, President

Date: President _____

**DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF
COMPENSATION**

The Municipal Securities Rulemaking Board requires us, as your Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The forms of compensation for Advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an Advisor to recommend one course of action over another if it is more beneficial to the Advisor to do so. This document discusses various forms of compensation and the timing of payments to the Advisor.

Fixed fee. Under a fixed fee form of compensation, the Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to an Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked)

or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Advisor's compensation.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: January 8, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 10 – Report: Water Resources Development Act of 2024

Background and Discussion:

The following report will provide background, outline the next steps, and request authorization for IWVGA staff to complete specific required tasks.

On December 3, 2024, House and Senate managers announced a bipartisan agreement reconciling the differences between the House and Senate versions of WRDA-24. This is known as the “Conference Report.” Section 1304 of the Conference Report gives the United States Army Corps of Engineers authority to begin activities on 190 new projects under the Environmental Infrastructure provision {Section 219, Water Resources Development Act of 1992}. Amending Section 219 of the Code by adding Item #431, \$50 million was authorized for “water and water supply infrastructure” in Kern County, California. The accompanying Committee Report to this updated legislation (HRpt. 118-227) designates this authorization and the Indian Wells Valley Interconnection Pipeline project.

18 “(431) KERN COUNTY, CALIFORNIA.—
19 \$50,000,000 for water and water supply infrastruc-
20 ture in Kern County, California.

On December 9, 2024, the Conference Report was adopted as an amendment in the nature of a substitute to S. 4367. This was done out of legislative courtesy and respect to retiring Senate Chairman Thomas Carper (D-ME). On December 13, 2024, the U.S. House of Representatives passed WRDA-24 by a vote of 399-18. The U.S. Senate followed the House action by a vote of 97-1.

The passage and enactment of WRDA-24 and the project’s authorization will create questions and require short-term actions and long-term planning/actions.

Historical Background

In 2023, Senator Alex Padilla (D-CA) and Representative Mike Garcia (R-CA, 27th) graciously agreed to sponsor the IWVGA request to authorize the Interconnection Pipeline Project under Section 219 – Environmental Infrastructure Projects. Section 219 authorizes USACE to assist non-Federal sponsors in water-related environmental infrastructure, resource protection, and development projects. Such assistance may be technical, planning, construction, and/or design assistance for water supply and storage, treatment/distribution systems, and wastewater treatment plants. The USACE administers Environmental Infrastructure Projects in partnership with the non-federal sponsor. USACE provides a 75% cost share, and the non-federal sponsor is responsible for a 25% cost share.

The \$150 million IWVGA authorization request represents one of the largest Environmental Infrastructure Projects approved by Congress from a bipartisan request. The project has been recognized by both USACE and the U.S. Department of the Navy as “critical” to the water resilience of the region.

Funding

As previously stated, Congress authorized the Project an initial \$50 million. This is one-third of the \$150 million request. It is not unusual for Congress to provide new projects with authorization below requested amounts to allow for meeting Appropriations Committee guidelines, address debt ceiling limitations, and enable USACE to generate a “new project start designation.” Based on the current construction schedule, the \$50 million authorized in WRDA-24 will provide sufficient amounts through fiscal year 2028. In 2027, IWVGA will be required to seek additional authorized amounts for the project in the *Water Resources Development Act of 2028*. Known as a “plus-up,” this action provides additional allowances for appropriations and is not a “project reauthorization.” Under WRDA-24, the IWVGA project is authorized through September 30, 2025.

It's important to remember that this authorization is just that, an authorization for the project to receive funding. To receive funding for the project under the authorization, IWVGA will need to secure funding through the annual *Energy and Water Development and Related Agencies Appropriations Act (“E&WD”)* and the USACE’s work plan. USACE work plan amounts are included in the President’s Budget Request to Congress. Each year, IWVGA and USACE (Los Angeles Division) must develop an approved work plan, and IWVGA will seek appropriations through the Congressionally Directed Spending Request process.

Kern County Agreements

WRDA-24 designated the County of Kern as the non-federal sponsor of the project. The authorization technically belongs to the County. However, WRDA provides discretion to the USACE to work with a non-federal sponsor not designated in the Act. An agreement between the IWVGA and Kern County is suggested to facilitate this discretion. This agreement would designate IWVGA as the County’s “authorized agent” for the project and place financial responsibility for the 25% non-federal share matching requirement on the IWVGA. The authorization for the project's construction is only subject to

Congressional approval and is not discretionary or directed by SGMA or other requirements. At any time, the County and USACE may jointly decide to remove IWVGA as the “authorized agent” and pursue construction or funding through its internal means. IWVGA Counsel will lead the development of the Agreements with Kern County.

Letter of Intent, USACE Agreement, and New Project Start Designation

Planning activities related to the interconnection pipeline project are scheduled to continue through 2025. In 2025, IWVGA will initiate the project's transition to USACE through a “Letter of Intent,” which fully describes the project, the timeline, and the proposed budget amount based on IWVGA estimates. Capitol Core Group and Stetson Engineers will jointly lead the “Letter of Intent” development. USACE’s acceptance of the Letter of Intent triggers the contract process, creating an agreement between IWVGA, as Kern County’s agent for the project, and USACE. IWVGA’s General Counsel will lead the agreement process internally for the Authority.

To begin the project, USACE must receive a “New Start Designation” from the Assistant Secretary of the Army, Civil Works. The current construction timeline indicates a “New Start Designation” for fiscal year 2027 funding. USACE has very limited new starts each year, so the most direct way to get this is to work through the Congressionally Directed Spending Request process to “earmark” funds for the project in the E&WD. Getting these earmarked funds has the effect of designating the project as a new start through Congressional requirement. Capitol Core Group will lead the “New Start Designation” process for the Authority.

Project Transition

Completing planning activities for the project will mark the requirement to transition the project to USACE control. USACE will administer the construction of the pipeline. Under a new provision in WRDA-24, a process an “Alternative Project Delivery” methodology authorizes \$50 million annually for fiscal 2025 through 2032 for the Corps to implement a pilot program to allow a non-federal interest, at their request, to carry out a continuing authority project using a nontraditional design-bid-build method, including progressive design-build and public-private partnerships. The cost share would have to be consistent with an applicable continuing authority, but the Corps, to the maximum extent practicable, could allow a nonfederal entity to contribute more. The Corps could also allow nonfederal entities to use a real estate acquisition audit process to replace existing oversight procedures under the pilot program. Under the pilot program, no more than 25 projects could be carried out, which would terminate 10 years after the measure’s enactment. IWVGA may want to consider this Alternative Project Delivery Methodology.

The project transition to USACE will begin in late 2025. Stetson Engineers will lead transition efforts with USACE LA Division staff. USACE administration is expected to start in late 2026.

Draft Timeline of Deliverables

The following is an estimated timeline for the deliverables in this report. USACE timelines or congressional actions may impact the timeline.

2025:

- 1st Quarter:
 - Letter of Intent (Capitol Core Group and Stetson Engineers)
 - Kern County Agreements (Phil Hall and Keith LeMieux)
- 2nd Quarter: USACE Agreements (Phil Hall and Keith LeMieux)
- 3rd Quarter: Begin Project Transition to USACE (Stetson Engineers)
- 4th Quarter: 2027 Work Plan Development and Budget Request (Stetson Engineers and Capitol Core Group)

2026:

- 1st Quarter: FY2027 Congressionally Directed Spending Request (Capitol Core Group)
- 3rd Quarter: Completion of Work Plan Development (Stetson Engineers and USACE)
- 4th Quarter:
 - Complete Planning Activities (Stetson Engineers)
 - Begin New Start Designation Process (Capitol Core Group)
 - Begin USACE administration of the project

2027:

- 1st Quarter:
 - FY2028 Congressionally Directed Spending Request
- Receive “New Start Designation”
- Begin Project Construction
- Develop 2028 Work Plan and Budget

2028:

- FY2029 Congressionally Directed Spending Request
- WRDA-28: Increase the authorized amount
- Develop 2029 Work Plan and Budget

Water and Water Supply Infrastructure

The Board and the public may notice the authorization provides for “water and water supply infrastructure.” Congress provided this wording in several new Environmental Infrastructure Project authorizations. Congressional intent in the authorization’s use of “water” is unclear, and directional language in the accompanying Committee Report is not provided. Congressional authority to USACE under Section 219 allows purchasing “real property” associated with the project. To the extent water

supplies are “real property” purchases, they may be allowed. To our knowledge, USACE has never purchased long-term or permanent water supplies in connection with a project. IWVGA did not anticipate using the WRDA authorization to purchase imported water supplies. USACE’s ability to buy water supplies is unknown (meaning the activity may be allowable, but USACE may not have the physical ability/knowledge). Further internal discussions and discussions with USACE and/or Congress are required.

Other Provisions in WRDA-24

IWVGA supported several policy provisions debated in WRDA-24. Included in the final bill are the following provisions of interest.

Drought Resiliency: The bill would allow the Corps to modify water projects to provide for drought resiliency and improve the environment under current law. Eligible drought resilience measures could include water conservation, dam sediment removal, or planting native plant species. It would increase the authorized amounts to modify projects to \$62 million annually from \$50 million. It would also increase to \$15 million, from \$10 million, the cap for any modification or measure.

Community Revitalization Program: The bill would authorize \$150 million annually to transition the Corps’ CAP pilot [program](#), which assists small or disadvantaged communities up to a 100% federal cost share, to a permanent Community Revitalization Program. The pilot program expires in December 2030.

Ability to Pay: The bill would expand the criteria the Corps must use to determine a nonfederal interest’s ability to pay its share of costs for feasibility studies or projects. It would include its financial capabilities and the extent to which the nonfederal interest is an economically disadvantaged community under the Community Revitalization Program.

The Corps would have to develop procedures allowing nonfederal interests to identify and request the amount they would likely be able to pay.

The bill would require the Corps to prioritize assessing the ability to pay for specified projects, including projects in US territories and with American Indian tribes for which the Corps is authorized to waive up to \$200,000 in local cost-sharing requirements.

Real Estate: The Corps would be required to identify the minimum property interest needed for each authorized water project. A nonfederal interest would provide the minimum real estate interest identified by the Corps.

The Corps would be required to develop guidance to standardize the process for developing and tracking real estate administrative fees. It would include cost-tracking procedures and provide opportunities for stakeholder input.

Previous Board Actions

In October 2024, the Board directed Capitol Core Group to prepare a FY2026 Congressionally Directed Spending Request for \$5 million for consideration by Senator Padilla and Representative Fong. The spending request has been prepared; however, the project timeline may delay the need for such a funding request. In addition, the Board has directed staff to review USACE standard contracts for Environmental Infrastructure Projects. Those standard contracts have been reviewed, and a future presentation of the contract will be required.

Recommended Actions

IWVGA staff requests the Board authorize staff to:

1. Prepare all necessary agreements between Kern County and IWVGA to assume the role of non-federal sponsor of the Authorization (Project).
2. Prepare a Letter of Intent for Board approval.

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IWVGA ADMINISTRATIVE OFFICE
STAFF REPORT

TO: IWVGA Board Members

DATE: January 8, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 12 – Update On Rademacher Consolidation

BACKGROUND

The Indian Wells Valley Groundwater Authority (IWVGA) has been awarded a \$3.3 million grant from the California Department of Water Resources' Urban Community Drought Relief Grant (UCDRG) Program to implement a Shallow Well Consolidation Project. The UCDRG Program is intended to address impacts to basin water supplies for the benefit of human health and safety. The \$3.3 million grant can be used for planning, designing, and constructing projects to consolidate shallow wells that may be impacted by declining groundwater levels into the Indian Wells Valley Water District's (IWWVD) water distribution system.

The consolidation of the Desert Sands Mutual Water Company in the Rademacher Way Area is the first Shallow Well Consolidation Project being implemented using the grant funds. There is poor groundwater quality in the Rademacher Way Area due to historical excessive pumping. The sole well supplying the Desert Sands Mutual Water Company, previously referred to as the Rademacher Well, has concentrations of arsenic that are 10 times the Maximum Contaminant Level allowed for drinking water. There were five residences connected to the Desert Sands Mutual Water Company well. Two residences, Jones and Wise, are already connected to the Indian Wells Valley Water District (IWWVD), one residence (Smith) is using a neighbor's well, another residence (Bassett) is hauling water, and the Sanchez family is the only family actively using the well in their home. A member of the Sanchez household addressed the Board during the July 2024 Board meeting. At the October 2024 Board meeting, the Board approved the Reimbursement Agreement between the IWVGA and the IWWVD for the IWWVD to construct the pipeline to provide water service from the IWWVD to residences.

Given the urgency of the Desert Sands Mutual Water situation, the consolidation project for the Rademacher Way Area is being broken up into two phases. The first phase will consolidate the Sanchez and Bassett residences, using pre-existing plans. The estimated budget for the first phase is approximately \$262,900. The second phase will connect the remaining residence (Smith) on the Desert Sands Mutual Water Company well on Gordon Street, as shown in Figure 1. The second phase will also connect any additional residents on Rademacher Way and Gordon Street that would like to consolidate. The second phase also loops the pipeline back to the Springer Avenue pipeline, which will prevent stagnation of water and provide better hydraulic performance for the new pipelines. The estimated cost for Phase 2 is approximately \$1,152,800. The draft design for the second phase is currently being developed and is anticipated to be complete by the start of Phase 1 construction.

A CEQA Notice of Exemption (NOE) for Phase One and Two was filed and sent to the State

system on September 16, 2024.

UPDATE

The Sanchez family reached out to IWVGA staff in December 2024 for additional assistance as their pipe had burst due to erosion and they did not have the means to repair the pipe. They have also indicated that their water heater will likely fail soon as well. Staff coordinated with Self-Help Enterprises (Self-Help), which has provided assistance to the Sanchez family to repair the pipe.

An Encroachment Permit is underway for both phases and easements have been acquired for Phase One. Phase One design has been sent for review and approval by the State Water Resources Control Board (SWRCB) and is pending approval. Additionally, GA staff met with Self-Help to discuss the potential for Self-Help to cover the costs of meter-to-house connections, which are not covered by the UCDRG grant. However, given the schedule for Phase One, funds from the State may not be available to Self-Help by the time of construction. Discussions with Self-Help are currently still underway. GA staff are investigating funding through the SWRCB Urgent Drinking Water Needs Application.

Construction of Phase 1 was originally planned for December 2024, but the IWVWD recently reported that construction is now anticipated to begin in March due to delays with the IWVWD's transmission pipeline project. It is estimated it will take about 4 weeks to complete construction. Phase 2 design is currently underway and an interest letter will be distributed to additional residents in the area for consideration in Phase 2 consolidation.

RECOMMENDED ACTION

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

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: January 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 12 - Brief Discussion on Second Transient Pool Adoption to be Brought Forward in February

As mentioned at the last Board meeting, staff will be bringing forward a second transient pool policy in the near future for Board consideration but with the Holiday period there was not enough time to develop the policy for this meeting. With that in mind and give the very limited discussion afforded to the public at the prior meeting because of the Brown Act process, staff thought it best to include this item to give the public the chance to briefly comment on the second transient pool so that staff could consider those comments during the development of the policy that will be presented to the Board for further consideration and public comment presumably in February.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: January 8, 2025

FROM: IWVGA Water Resources Manager

SUBJECT: AGENDA ITEM 14 – WATER RESOURCES MANAGER’S REPORT

AGENDA ITEM 14a – GRANT FUNDING UPDATE

SGMA Implementation Round 1 Update

- Invoice # 8
 - Covers April 2024 to June 2024
 - Total requested payment: \$516,312.70
 - Status: Received payment.
- Invoice #9
 - Covers July 2024 to September 2024
 - Total requested payment: \$1,170,595.86
 - Status: Approved awaiting payment

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 expected to begin in March 2025 and estimated to take about 4 weeks
 - Phase 2 design currently underway
- Invoice # 2
 - Covers April 2024 to June 2024
 - Total requested payment: \$7,466.75
 - Status: Received payment.
- Invoice #3
 - Covers July 2024 to September 2024
 - Total requested payment: \$26,849.00
 - Status: Approved awaiting payment

AGENDA ITEM 14b – GSP IMPLEMENTATION PROJECTS/MANAGEMENT ACTION UPDATES

Imported Water Project

- Imported Water Pipeline Design Services
 - Coordination Meetings:
 - Coordination meeting with WRM Staff, Environmental Consultant, and Right of Way Consultant on December 17, 2024
 - Bi-weekly meetings with BLM
 - Continuing ongoing coordination with State Water Resources Control Board Division of Drinking Water (DDW), Caltrans, United Pacific Rail Road (UPRR), California Department of Parks and Recreation (Cal Parks), and Southern California Edison (SCE)
 - Continuing to engage SCE staff on the Service Study and the Crossing agreements
 - Continuing the SCE Service Study design process for power service to pump stations
 - P&P setting up a joint meeting with BLM and SCE to discuss the next steps for SCE to advance the BLM Plan of Design for the power infrastructure after SCE assigns an environmental lead for the project
 - UPRR continuing review of encroachment permit for crossing along alignment near Highway 395
 - Continuing to engage Cal Parks in furthering on proposed permanent and temporary construction easements on Cal Parks land
 - Meeting with Cal Trans to provide update on proposed plans along Hwy 395 and the Cal Trans easement near China Lake Blvd
 - Per the Authority's Contract Services Agreement with Provost and Pritchard (P&P) for authorization of tasks on a task-order basis, the Authority's General Manager provided P&P a Notice to Proceed to initiate the 90% Level Task on November 14, 2024
 - Geotechnical Consultant (SEI, Inc.) finished the laboratory testing of the soil borings performed in June and July and is continuing work on the geotechnical reports for each of the main components of the conveyance system (pipeline, pump stations, tank, trenchless crossings).
 - Corrosion subconsultant completed field work in early August and is using additional soil data from SEI borings on BLM land to prepare a technical memorandum on corrosion design (a 30% design deliverable) and began furthering the corrosion design for the 90% submittal
 - Continuing utility research and trenchless crossing identification
 - Bennett Trenchless Engineers subconsultants continuing refining designs on trenchless crossings for P&P drafting and incorporating geotechnical data
 - Staff reviewed the 60% Design level drawings for pumpstation piping design, grading plans, and regulating tank design and profiles per additional geotechnical information
 - Submitting to stakeholders for their review

- P&P to field verify 60% Design level drawings in January 2025
 - Coordinating additional modeling scenarios with AVEK on design considerations of upstream hydraulics and constraints for California City Feeder and North Feeder
 - Provided the 60% Construction Schedule for Staff review
 - Next Steps:
 - Finalize Tank TM after revised AVEK (Kennedy/Jenks) hydraulic modeling results are available (a 30% submittal deliverable).
 - Provide the System Hydraulics and Transient Mitigation Analysis TM
 - Provide the updated Preliminary Permitting Requirements TM per Staff comments
 - Complete the 34 remaining soil borings per the accepted CDFW LSA Permit
 - Next Milestones
 - Provide 90% Design Submittal in June 2025
 - Provide 100% Design by the end of December 2025
- Imported Water Pipeline Environmental Services
 - Coordination Meetings
 - Coordination meeting with WRM Staff, Design Consultant, and Right of Way Consultant on December 17, 2024
 - Weekly meetings with BLM
 - Completing plans required by the BLM Desert Renewable Energy Conservation Plan including a Revegetation Plan, Raven Management Plan, Burrowing Owl Translocation Plan, Mojave Ground Squirrel Translocation Plan, and a Desert Tortoise Translocation Plan
 - Draft EA/ EIR joint document submitted for BLM and Staff review on November 21, 2024
 - Comments to be submitted to P&P by January 13, 2025
 - Draft Biological Evaluation submitted to BLM for review on November 22, 2024
 - Draft Biological Assessment submitted for BLM review on December 12, 2024
 - Coordinated with United States Fish and Wildlife Service, BLM, and GA/ WRM Staff on requirements to obtain an Incidental Take Permit
 - Draft Lake and Streambed Alteration Agreement was accepted by California Department of Fish and Wildlife (CDFW)
 - CDFW preparing final agreement
 - Continuing Final Draft Cultural Report for Phase 2
 - Continuing coordination with AVEK on Mojave Tank Farm Alignment
 - Continuing to consider right-of-way alignment options with Kern County
 - Provided ROW widths for the areas along Garlock Road and Redrock Randsberg Road
 - Air Quality, Greenhouse Gas, Energy, and Noise subconsultant continuing models and tasks
 - Provided updated schedule per completion of Biological Assessment
 - No change in May 2025 date of Certified EA/ EIR
 - Next Steps:
 - Provide draft EA for 45- day Public Comment Period by Mid-March 2025
 - Next Milestones:
 - Finalize NEPA compliance for geotechnical borings and

- environmental surveys/ studies within BLM property
 - Complete all technical analyses/ Special Studies within BLM land and along Mojave Tank Farm Alignment
 - Complete biological monitoring of remaining soil borings
- Imported Water Pipeline Right-of-Way Services
 - Coordination meeting with WRM Staff, Design Consultant, and Environmental Consultant on December 17, 2024
 - WRM Staff coordinating with the Authority's General Manager for authorization to provide a Notice to Proceed to continue Acquisition Services Task, and initiate Preliminary Title Report and Appraisal Report tasks
 - Staff reviewing draft Right of Way Acquisition Plan
 - Next Milestone:
 - Provide a final Right of Way Acquisition Plan
- Submittals to DWR
 - Continuing monthly coordination meetings with DWR on IP Grant progress
 - Next deliverables:
 - Due January 31, 2025: Draft Grant Completion Reports
 - Due February 28, 2025:
 - Meeting agenda and materials for coordination with AVEK
 - Due March 31, 2025:
 - Meeting agendas and materials for Design coordination
 - Design and Specifications drafts
 - CEQA documentation drafts
 - NEPA documentation drafts
 - Copies of permits
 - Due April 30, 2025: Final Grant Completion Reports
- US Army Corps of Engineers Planning Assistance to States (PAS) Program
 - USACE provided an update on the PAS Program budget and requires prioritization of proposed scope items for Corps assistance
 - GA Staff is re-evaluating and prioritizing list of proposed tasks
 - Next Steps:
 - Provide updated proposed project list to USACE staff after prioritization
 - Execute an agreement with Army Corps

Shallow Well Mitigation Program

There are currently no active applications.

GSP Periodic Evaluation and Amendment

- Draft Releases
 - First draft section of Periodic Evaluation distributed to TAC, interested parties, and posted to GA website.
 - Comments due June 17, 2024.
 - Two sets of comments received and reviewed

- Public Noticing Requirements
 - SGMA requirement to notify County/City of GSP Adoption at least 90 days prior to GSP Amendment adoption – notice sent out on October 11, 2024.
- Draft Periodic Evaluation and Amended GSP due January 31, 2025.

AGENDA ITEM 14c – MISCELLANEOUS ITEMS

Data Collection and Monitoring

- Coordinated Fall 2024 water level monitoring event with KCWA and Navy
 - Completed during week of September 23
 - Included downloading 24 data loggers and maintaining 9 telemetry units
- Completed Fall 2024 water quality sampling
- Received access permission to install transducers/data loggers in the Hospital well (26S/40E-28J01) and Navy well TTIWV-MW12 (25S/40E-14H)
 - New transducers/data loggers installed
- DMS updated with WellIntel data
- Due to Navy UXO scheduling constraints the Fall 2024 water quality sampling of 12 wells in the IWV was conducted on October 23 and 24

GSP Model Configuration Management Plan (CMP)

- Technical Model Group (TMG)
 - TMG includes the Navy, TAC representatives, DRI, and Stetson
 - June 4, 2024 TMG meeting/call to review baseline modeling and scenario modeling assumptions
 - June 18, 2024 TMG meeting/call to review baseline and scenario modeling results
 - July 10, 2024 DRI presentation on model at GA Board Meeting
 - July 17, DRI/Stetson call for development of additional modeling scenarios – scenarios 2, 3, and 4
 - July 30, 2024 baseline, historical, and scenario 1 model water budgets received from DRI
 - August 10, 2024 model documentation developed
 - August 27, 2024 scenario 2, 3 and 4 water budgets received from DRI
 - September 4, 2024 climate change results received from DRI
 - September 24, 2024 additional climate change results received from DRI
 - October 2024 sensitivity analysis completed
 - November 2024 draft model documentation received from DRI
- Modeling Runs
 - 5 Modeling Scenarios have been run
 - Baseline Scenario
 - 2025 Implemented GSP Scenario
 - GSP Adjusted SVM
 - “No GA” Scenario
 - El Paso Pumping Scenario
 - Climate Change Scenarios

Subflow from Rose Valley to IWV

- Ongoing work with BLM regarding Cultural Survey and Permitting for second monitoring well
- BLM started SF-299 review (application submitted September 2023) for alternative monitoring well RVS-2 drilling and installation project. Stetson and Epsilon Systems staff worked with BLM staff, re-supplying documents and revising materials as requested
- BLM provided field authorization for cultural/archeological field survey
- 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
- Navy/Coso contract deadline is February 2025 for completing the RVS Monitoring Well project. Start contract amendment for end of contract.

ACTION(S) REQUIRED BY THE BOARD

There are no actions required by the Board.

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IWVGA
92% of the Year Completed

BUDGET TO ACTUAL REPORT-November

ACTUALS BY REVENUE ALLOCATION												
			Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	(A-B)		(B/A)	
			Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$	\$	%	
									Estimated	REMAINING	COMPLETED	
			ORIGINAL	BUDGET AMENDMENTS	TOTAL ADJUSTED BUDGET							
1	REVENUE											1
2	Extraction Fee		1,263,960	-	1,263,960	795,543	-	-	795,543	468,417	63%	2
3	Transfer In/Loan from Augmentation Fund		701,000	-	701,000	-	-	-	-	701,000	0%	3
4	Transfer In/Loan from Grant Funds-Prop 1/Prop 68		-	-	-	-	-	-	-	-	0%	4
5	Augmentation Fee		2,478,810	-	2,478,810	-	2,292,141	-	2,292,141	186,669	92%	5
6	Transfer In/Loan Repayment from Extraction Fund		-	-	-	-	-	-	-	-	0%	6
7	Shallow Well Mitigation Fee		133,395	-	133,395	-	-	115,050	115,050	18,345	86%	7
8	Department of Water Resources (DWR) Grants-Prop 1/68		-	-	-	-	220,593	-	220,593	(220,593)	0%	8
9	Department of Water Resources (DWR) Grants -IP Grant		2,635,000	-	2,635,000	-	-	1,100,462	1,100,462	1,534,538	42%	9
10	Urban Community Drought Relief Grant Program		-	-	-	-	-	7,467	7,467	(7,467)	0%	10
11	Navy/COSO Royalty Fund		345,000	-	345,000	-	-	-	-	345,000	0%	11
12	Miscellaneous Revenue		-	-	-	8,473	-	-	8,473	(8,473)	0%	12
13											0%	13
14	TOTAL REVENUES		7,557,165	-	7,557,165	804,015	2,292,141	115,050	4,539,729	3,017,436	60%	14
15	EXPENSES											15
16	Administration											16
17	Administration (RGS)		340,000	-	340,000	88,795	88,795	-	177,590	162,410	52%	17
18	Office Rent (City of Ridgecrest)		3,600	-	3,600	1,050	1,050	-	2,100	1,500	58%	18
19	Office Supplies		1,000	-	1,000	46	46	-	93	907	9%	19
20	Postage and Delivery		360	-	360	40	40	-	80	280	22%	20
21	External Audit		37,000	-	37,000	9,250	9,250	-	18,500	18,500	50%	21
22	Council Chambers/IT Services (City of Ridgecrest)		8,500	-	8,500	-	-	-	-	8,500	0%	22
23	General Counsel (Aleshire & Wynder/City of Ridgecrest)		309,000	-	309,000	-	-	-	-	309,000	0%	23
24	Additional Legal Services (Aleshire & Wynder/City of Ridgecrest)		10,000	-	10,000	6,848	-	-	6,848	3,152	68%	24
25	Additional Legal Services-Imported Water Pipeline (Aleshire & Wynder)		-	-	-	-	-	-	-	-	0%	25
26	Insurance Premium		16,000	-	16,000	18,007	-	-	18,007	(2,007)	113%	26
27	Legal Notices (Daily Independent)		2,000	-	2,000	630	-	-	630	1,370	32%	27
28	Memberships (Cal. Assoc.Mutual Water Co)		100	-	100	100	-	-	100	-	100%	28
29	Printing and Reproduction		-	-	-	-	-	-	-	-	0%	29
30	Bank Service Charges		25	-	25	-	-	-	-	25	0%	30
31												31
32	Non-Departmental											32
33	Other Legal Services (RWG Law)		400,000	-	400,000	-	278,780	-	278,780	121,220	70%	33
34	Lobbying Services (Capitol Core)		204,950	-	204,950	65,031	77,401	-	142,431	62,519	69%	34
35	Other Professional Services (Garrison Brothers)		-	-	-	-	-	-	-	-	0%	35
36	California State Lands Commission		140	-	140	150	-	-	150	(10)	107%	36
37	Miscellaneous- IWVWD Grant Repayment		-	-	-	30,746	-	-	30,746	(30,746)	0%	37
38	Repayment of City of Ridgecrest In-Kind Services		500,000	-	500,000	-	-	-	-	500,000	0%	38
39	Transfer Out/ Loan Repayment to Augmentation Fund		-	-	-	-	-	-	-	-	0%	39
40	Transfer Out/Loan to Extraction Fund		701,000	-	701,000	-	-	-	-	701,000	0%	40
41												41
42	Community Engagement											42
43	Design Services		25,000	-	25,000	-	-	-	-	25,000	0%	43
44	Printing and Reproduction		10,000	-	10,000	-	-	-	-	10,000	0%	44
45	Website Services		15,000	-	15,000	113	-	-	113	14,888	1%	45
46	Website		315	-	315	312	-	-	312	3	99%	46

IWVGA
92% of the Year Completed

BUDGET TO ACTUAL REPORT-November

ACTUALS BY REVENUE ALLOCATION													
				Restricted	Restricted	Restricted	Restricted	Restricted	Restricted		(A-B)	(B/A)	
				Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$ Estimated	\$ REMAINING	% COMPLETED	
	ORIGINAL	BUDGET AMENDMENTS	TOTAL ADJUSTED BUDGET										
47													
48	Shallow Well Mitigation Program												
49	Shallow Well Mitigation Emergency Assistance Program	50,000	-	50,000	-	-	73,497	-	-	-	73,497	(23,497)	147%
50	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	30,000	-	30,000	-	-	9,814	-	-	-	9,814	20,186	33%
51													
52	NAVY/COSO Program												
53	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetson)	45,000	-	45,000	-	-	-	-	-	1,739	1,739	43,261	4%
54	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	25,000	-	25,000	-	-	-	-	-	-	-	25,000	0%
55	Navy/Coso Royalty Fund: Cooperative Agreement	10,000	-	10,000	-	-	-	-	-	1,683	1,683	8,318	17%
56	Rose Valley Construction	300,000	-	300,000	-	-	-	-	-	-	-	300,000	0%
57													
58	Basin Management Administration												
59	Production Reporting, Transient Pool, and Fee Support (Stetson)	25,000	-	25,000	6,587	-	-	-	-	-	6,587	18,413	26%
60	Meetings and Prep (Stetson)	160,000	-	160,000	35,283	35,283	-	-	-	-	70,565	89,435	44%
61	Budget Support (Stetson)	7,500	-	7,500	534	-	-	-	-	-	534	6,966	7%
62	Stakeholder Coordination (Stetson)	5,000	-	5,000	-	-	-	-	-	-	-	5,000	0%
63	Litigation Support (Stetson)	80,000	-	80,000	-	35,218	-	-	-	-	35,218	44,782	44%
64													
65	Basin Management												
66	General Engineering (Stetson)	50,000	-	50,000	10,426	-	-	-	-	-	10,426	39,574	21%
67	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
68	TSS: General Coordination/Application Support (Stetson)	15,000	-	15,000	-	-	-	-	-	-	-	15,000	0%
69	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
70	GSP 5-Year Update (Stetson)	200,000	-	200,000	190,525	-	-	-	-	-	190,525	9,476	95%
71	Annual Report Preparation (Stetson)	60,000	-	60,000	7,045	-	-	-	-	-	7,045	52,956	12%
72	Data Management System Support (Stetson)	30,000	-	30,000	18,774	-	-	-	-	-	18,774	11,227	63%
73	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
74	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	10,000	-	10,000	132	-	-	-	-	-	132	9,868	1%
75	Allocation Plan: Fallowing & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
76	Conservation Efforts (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
77	General Project Management (Stetson)	40,000	-	40,000	6,469	-	-	-	-	-	6,469	33,532	16%
78	Model Transfer and Upgrade (Stetson)	220,000	-	220,000	135,033	-	-	-	-	-	135,033	84,967	61%
79	Data Collection, Monitoring, and Data Gaps (Stetson)	175,000	-	175,000	73,864	-	-	-	-	-	73,864	101,136	42%
80	Imported Water: Negotiations and Coordination(Stetson)	10,000	-	10,000	-	265	-	-	-	-	265	9,735	3%
81	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
82	Recycled Water (Stetson)	75,000	-	75,000	-	1,564	-	-	-	-	1,564	73,436	2%
83	Well Monitoring Services (WellIntel Inc.)	1,700	-	1,700	1,573	-	-	-	-	-	1,573	127	93%
84	LADWP Release Coordination and Meetings	-	-	-	-	30,108	-	-	-	-	30,108	(30,108)	0%
85	Shallow Well Mitigation Program: Plan Development (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
86	Brackish Water Group: Data Review and Coordination(Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
87	Review of Outside Studies and Coordination (Stetson)	15,000	-	15,000	-	-	-	-	-	-	-	15,000	0%
88	Weather Station Maintenance(Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%
89													

IWVGA
92% of the Year Completed

BUDGET TO ACTUAL REPORT-November

ACTUALS BY REVENUE ALLOCATION												
			Restricted	Restricted	Restricted	Restricted	Restricted	Restricted		(A-B)	(B/A)	
			Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$ Estimated	\$ REMAINING	% COMPLETED	
	ORIGINAL	BUDGET AMENDMENTS	TOTAL ADJUSTED BUDGET									
90	Grant Management											
91	Prop 1 / Prop 68 Grant Administration (Stetson)	-	-	683	-	-	-	-	-	683	(683)	0%
92	Resilience Grant (Stetson)	-	-	2,953	-	-	-	-	-	2,953	(2,953)	0%
93	Prop 1 SDAC Support	-	-	-	-	-	-	-	-	-	-	0%
94	Grant Review and Application Preparation (Stetson)	75,000	-	75,000	919	-	-	-	-	919	74,081	1%
95	IP Grant Management											
96	IP Grant Administration (Stetson)	60,000	-	60,000	-	-	-	13,185	-	13,185	46,816	22%
97	Imported Water :Planning/Design/Environmental (Stetson)	230,000	-	230,000	-	-	-	85,788	-	85,788	144,212	37%
98	Imported Water: Engagement/Outreach (Stetson)	10,000	-	10,000	-	-	-	1,570	-	1,570	8,430	16%
99	Planning/Design/Environmental (Provost & Pritchard)	-	-	-	-	-	-	-	-	-	-	0%
100	CEQA/NEPA Documents and Permit Documentation	-	-	-	-	-	-	407,177	-	407,177	(407,177)	0%
101	Imported Water Conveyance Design Services (Provost & Pritchard)	-	-	-	-	-	-	1,174,598	-	1,174,598	(1,174,598)	0%
102	Engagement /Outreach-Other Professional Services (Provost & Pritchard)	2,000,000	-	2,000,000	-	-	-	-	-	-	2,000,000	0%
103	Imported Pipeline Mojave Tank Farm Alternative (Provost & Pritchard)	-	-	-	-	-	-	115,293	-	115,293	(115,293)	0%
104	IWVGA Imported Pipeline-Geotech Permit Fees	-	-	-	-	-	-	11,395	-	11,395	(11,395)	0%
105	Planning/Design/Environmental-(Not Reimb by Grant)	-	-	-	-	-	-	-	-	-	-	0%
106	Planning/Design/Environmental -Other	-	-	-	-	-	-	-	-	-	-	0%
107	Imported Water Pipeline (Transystems)	100,000	-	100,000	-	-	-	895	-	895	99,105	1%
108	Bureau of Land Management	100,000	-	100,000	-	-	-	50,000	-	50,000	50,000	50%
109	City of California City	-	-	-	-	-	-	-	-	-	-	0%
110	County of Kern -ROW Access	-	-	-	-	-	-	-	-	-	-	0%
111	Union Pacific Railroad	-	-	-	-	-	-	-	-	-	-	0%
112	SC Edison -Advance Payment	-	-	-	-	-	-	-	-	-	-	0%
113	Calif. Dept of Parks & Rec	-	-	-	-	-	-	500	-	500	(500)	0%
114	Antelope Valley East Kern	-	-	-	-	-	-	75,000	-	75,000	(75,000)	0%
115	Urban Community Drought Relief Grant Program											
116	Urban Community Drought Relief Funding Administration	60,000	-	60,000	-	-	-	2,827	-	2,827	57,173	5%
117	Shallow Well Consolidation Project (Stetson)	75,000	-	75,000	-	-	21,189	-	-	21,189	53,811	28%
118												0%
119												0%
120		-										
121	TOTAL EXPENSES	6,933,190	-	6,933,190	711,916	557,801	104,500	-	1,938,228	3,421	3,315,866	48%
122												
123	Surplus (Deficit)	623,975	-	623,975	92,099	1,734,341	10,550	220,593	(830,300)	(3,421)	1,223,863	

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 is presented in the cash balance report when received. Grant revenue is accounted for in the year it was earned.

CASH BALANCE

November 2024 Activity

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

IWVWD Augmentation/Extraction/SWM-Extraction-Oct	\$ 273,789.22
Grant -Invoice 8	516,312.70
All Other Cash Receipts -FY 2024	28,216.96
Total Cash Receipts	<u>\$ 818,318.88</u>

Cash Disbursements (Obligation payments are detailed)

N/A	\$ -
Total Cash Disbursements	<u>\$ -</u>

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

October Cash Balance By Investment

Kern County Treasurer	\$ 8,239,696.54
AltaOne Credit Union	-
Total End of Month Cash Balance	<u>\$ 8,239,696.54</u>

November Activity

Cash Receipts	\$ 818,318.88
Cash Disbursements	-
Kern County -Adj	-
Total End of Month Activity	<u>\$ 818,318.88</u>

November Ending Cash Balance	\$ 9,058,015.42
Less: Outstanding Warrants -August	(803,871.24)
Less: Outstanding Warrants -September	(747,480.92)
Less: Outstanding Warrants - October	(787,840.54)
Total Available Cash By Activity	<u>\$ 6,718,822.72</u>

November Cash Balance by Investment

Kern County Treasurer	\$ 9,058,015.42
AltaOne - In Transit to Kern County	-
Total End of Month Balance	<u>\$ 9,058,015.42</u>
Less: Outstanding Warrants	<u>(2,339,192.70)</u>
Total Available Cash by Investment	<u>\$ 6,718,822.72</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.

IWVGA
AS of December 31

CASH BALANCE

December 2024 Activity

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

IWVWD Augmentation/Extraction/SWM-Extraction-Nov	\$ -
Grant	-
All Other Cash Receipts -FY 2024	5,651.03
Total Cash Receipts	<u>\$ 5,651.03</u>

Cash Disbursements (Obligation payments are detailed)

Warrants	\$ 2,339,192.70
Total Cash Disbursements	<u>\$ 2,339,192.70</u>

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

November Cash Balance By Investment

Kern County Treasurer	\$ 9,058,015.42
AltaOne Credit Union	-
Total End of Month Cash Balance	\$ 9,058,015.42

December Activity

Cash Receipts	\$ 5,651.03
Cash Disbursements	(2,339,192.70)
Kern County -Adj	-
Total End of Month Activity	<u>\$ (2,333,541.67)</u>

December Ending Cash Balance	\$ 6,724,473.75
Less: Outstanding Warrants -November	(150,129.14)

Total Available Cash By Activity	<u>\$ 6,574,344.61</u>
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December Cash Balance by Investment

Kern County Treasurer	\$ 6,724,473.75
AltaOne - In Transit to Kern County	-
Total End of Month Balance	\$ 6,724,473.75
Less: Outstanding Warrants	(150,129.14)
Total Available Cash by Investment	<u>\$ 6,574,344.61</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.

OUTSTANDING OBLIGATIONS

	City of Ridgecrest	Augmentation Fund	Total
In-Kind Services ¹			
Attorney Svcs./IT/Chambers -FY24 - Budgeted	317,500	-	317,500
Attorney Svcs./IT/Chambers -FY23 -Actual	255,605	-	255,605
Attorney Svcs./IT/Chambers -FY22	241,204	-	241,204
Attorney Svcs./IT/Chambers -FY 21	325,235	-	325,235
Attorney Svcs./IT/Chambers -FY's16-20	366,982	-	366,982
Repayment in FY2024 for Prior Years	(500,000)	-	(500,000)
Repayment in FY2023 for Prior Years	(500,000)	-	(500,000)
Inter-Fund Loans			
2024 Loan to Extraction Fund-Estimated ²	-	701,000	701,000
2023 Loan to Extraction Fund-Estimated ²	-	200,000	200,000
2021 Repayment of Adv. Of Funds ³	-	500,000	500,000
Due to Due From			
2022 Net Position Status- (Extraction/Grant) ⁴	-	248,772	248,772
Advance of Funds	-	-	-
Financing	-	-	-
Postponed Invoice Payments	-	-	-
Total	506,526	1,649,772	2,156,298

¹ City of Ridgecrest In-Kind Services includes services associated with Extraction and Augmentation expenses.

² Estimated; FY2024 is included in proposed budget

³ IWVWD used restricted Augmentation Revenue to repay the Advance Agreement of \$500,000

Repayment of the IWVWD Advance requires a transfer from the Extraction Fund to the Augmentation Fund.

⁴ The 2022 included a net position for the Extraction/Grant Funds of \$748,772, with \$500k representing the amount owed in #3, and the remaining \$248,772 as a Due to Due From or short term cash adjustment pending 2023 Audit.

ADOPTED 2024 OBLIGATION REPAYMENTS

	City of Ridgecrest	Augmentation Fund	Total
In-Kind Services			
Attorney Services/IT/Council Chambers	500,000	-	500,000
Repayment in FY2024 for Current Year	317,500	-	317,500
Advance Agreements			
Advance of Funds	-	-	-
Financing			
Water Purchase related Financing	-	-	-
	817,500	-	817,500

Upon repayment of Obligations, an inter-fund loan will be created between the Extraction Fund and Augmentation Fund for amount not funded by the Extraction Fund.

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