



**REGULAR BOARD MEETING
AGENDA PACKET**

JANUARY 20, 2026

This page intentionally left blank.



Regular Board Meeting - Tuesday, January 20, 2026, 6:00 p.m.

Carmichael Water District Board Room
7837 Fair Oaks Boulevard
Carmichael, CA 95608

Join from computer, tablet or smartphone. Click on this URL to join:

<https://us02web.zoom.us/j/83596878004?pwd=b0Fvj6ch85NMSco2p52u9ox3O33J6v.1>

Join by phone: Dial US [+1 669 900 6833](tel:+16699006833)

Meeting ID: [835 9687 8004](https://us02web.zoom.us/j/83596878004?pwd=b0Fvj6ch85NMSco2p52u9ox3O33J6v.1) **Passcode:** 564283

AGENDA
AMENDED

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board will not take action on or discuss any item not appearing on the posted agenda, except: (a) upon a determination by a majority vote of the Board that an emergency situation exists; or (b) upon a determination by a two-thirds vote of the Board members present at the meeting, or, if less than two-thirds of the members of the Board are present, a unanimous vote of those members present, that the need to take immediate action became apparent after the agenda was posted. Agenda packets can be found at our website at carmichaelwd.org.

The Board of Directors welcomes and encourages participation in meetings. Public comment may be given on any agenda item as it is called and limited to three minutes per speaker. Matters not on the posted agenda may be addressed under Public Comment. Please follow Public Comment Guidelines found on the District's website at carmichaelwd.org/public-comment-guidelines/.

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at 483-2452. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CALL TO ORDER AND STATEMENT REGARDING PUBLIC PARTICIPATION: President Greenwood

ROLL CALL

PRESIDENTS COMMENTS

PUBLIC COMMENT:

1. Public Comment

Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

ORGANIZATIONAL MEETING:

Per District Policy 9400.60 "The Board of Directors shall hold an Organizational Meeting at its first meeting in January. At this meeting the Board will elect a President and Vice-President from among its members to serve for a one-year period, and will appoint the General Manager as the Board's Secretary and the Finance Manager as Assessor-Collector/Treasurer."

2. Board of Directors 2026 Conferences and Meetings Schedule

Per District Policy 9060.311 "Director Conference attendance must be approved annually at the January Board meeting. Resolution No. 3573-2 limits attendance at all conventions, meetings, seminars, symposia or other water agency related business, outside a radius of fifty (50) miles from Sacramento to three (3) District representatives approved by the Board. The Board will annually review all such functions and decide on District participation. Exceptions to the above require special Board consideration and approval."

3. Board Representatives 2026 Committees Assignments

Per District Policy 9050.30 "Representative Committee Assignments: Meetings of the approved list of membership associations on which the District is officially represented attended by the representative or alternate of the Board who has been appointed to represent the District. Board Representatives and Alternates will be approved annually at the January Board meeting."

CONSENT CALENDAR:

Consent Calendar items are expected to be routine and non-controversial, to be acted on by the Board in one motion. Should any Board member, staff member, or interested person request discussion on an item, the Board will consider the item separate from the Consent Calendar.

4. **Minutes for the Regular Board Meeting – November 17, 2025**
 5. **Minutes for the Special Board Meeting – December 9, 2025**
 6. **Minutes for the Special Board Meeting – December 22, 2025**
 7. **Monthly Expenditure Report – October & November 2025**
 8. **Budget to Actual Report – For the Three Months Ended September 30, 2025**
 9. **Directors Compensation Request**
 10. **Resolution 01202026-01 A Resolution Adopting an Annual Statement of Investment of District Funds for Carmichael Water District**
-

ACTION CALENDAR:

11. **La Vista Tank and Booster Pump Station Project: Release of Retention for Tank Related Work**

Staff recommends that the Board of Directors:

- 1) Accept the Tank portion of the project for the La Vista Well and Booster Pump Station project as complete.
- 2) Authorize the General Manager to release \$108,512.10 in retention to the contractor, KKI, to be paid to PRT.

12. **Kenneth Ave, Boyd, Melvin and Vale Dr. Transmission Line Replacement Project Design, Professional Services Agreement Award**

Staff recommends that the Board of Directors:

- 1) Approve a budget adjustment for the 2025-26 Budget that transfers \$150,000 in funds from the WTP Transmission Lines (west) (10-011106-21) account and \$200,000 from the Lincoln/FOB/Caminata (10-011106-24) account to the Kenneth from FOB East to CA MLRP (10-011105-41) account, and
- 2) If the fund transfer is approved, authorize the General Manager to execute a professional services agreement with BKF Engineers for a not-to-exceed amount of \$349,337 to complete the subject project.

13. **Garfield/Engle Avenue Transmission Line Replacement Project Design, Professional Services Agreement Award**

Staff recommends that the Board of Directors:

- 1) Approve a budget adjustment for the 2025-26 Budget transferring \$100,000 from the WTP Transmission Lines (west) (10-011106-21) account to the Garfield / Angelina (10-011106-23) account, and
- 2) If the fund transfer is approved, authorize the General Manager to execute a professional services agreement with Bennett Engineering for a not-to-exceed amount of \$335,207 to complete the subject project.

14. **2025 Fall Flows and Filter Membrane Maintenance**

Staff recommends that the Board of Directors approve and authorize usage of the FY2025-26 annual \$200,000 Membrane Reserve contribution to purchase additional membranes, increasing the budgetary expense this fiscal year for membrane expense to \$400,000.

15. **General Managers Employment Contract**

Board of Directors to discuss and approve the General Managers Employment Contract.

INFORMATIONAL ITEMS:

16. **January Informational Update for the La Vista Tank and Booster Pump Station**
 17. **Ranney Collector Improvements: Environmental Planning Technical Memorandum**
 18. **Amended Item Removed**
 19. **ACWA JPIA's – H.R. LaBounty Safety Awards Program Recipient**
 20. **ACWA JPIA's – President's Special Recognition Award**
 21. **Bay Delta Water Control Plan Circulation and Schedule**
-

COMMITTEE REPORTS:

22. **Sacramento Groundwater Authority Board Meeting**

Director Selsky Reports Out.

23. **Regional Water Authority Executive Committee and Regular Meeting**

Director Greenwood Reports Out.

24. **Other Committee Reports**

Directors Report Out

STAFF REPORTS:

25. **General Manager and District Activity Report – December 2025**

26. **Director's Expense Reimbursement Summary – December 2025**
-

GENERAL CORRESPONDENCE/INFORMATION:

27. **Director's Written and/or Oral Reports**
-

**The next meeting of the Board of Directors will be a Regular Board Meeting held on:
Tuesday, February 17, 2026 at 6:00 p.m.**

Carmichael Water District**2026 BOARD CONFERENCES/MEETINGS SCHEDULE**

MEMBERSHIP ASSOCIATION - CONFERENCE/EVENT	LOCATION	FROM	TO	REG. FEE	<u>ATTENDEES</u>					
					R. DAVIS	M. EMMERSON	J. NELSON	R. GREENWOOD	P. SELSKY	Officer
ACWA Spring Conference & Expo	Sacramento	5/13	5/15	\$949*						
ACWA Fall Conference & Expo	Anaheim	12/2	12/4	\$999*						
ACWA DC 2026	Washington, D.C.	2/24	2/26	\$1,425						
ACWA Region 4 Tour	TBD	TBD		\$70*						
AWWA Utility Management Conference	Charlotte, NC	3/24	3/27	\$1,349						
AWWA CA/NV Water Conference of the West	San Diego	10/21	10/24	\$705*						
ACE 2026	Washington, D.C.	6/21	6/24	\$1,350						
Sacramento Metro Chamber - Cap to Cap	Sacramento to D.C.	4/18	4/22	\$4,695						
Water Education Foundation - Water Summit	Sacramento	October		\$375*						

* BASED ON PREVIOUS YEAR

This page intentionally left blank.

Topic: Board Representatives 2026 Committee Assignments

Date: January 2, 2026

Item For: Action

Submitted By: Gaby Padilla, Administrative Specialist

BACKGROUND

District Policy 9040, Committees of the Board of Directors states:

“9040.10 The President of the Board of Directors (Board) shall appoint such committees as may be deemed necessary or advisable by themselves and/or the Board. The duties of the committees shall be outlined at the time of appointment.”

District Policy 9040.11, Standing Committee states:

“A Standing Committee will consist of two members of the Board for the continued existence, formed to do its assigned work on an ongoing basis. Members of a standing committee sit for a defined term and terms overlap so as to keep continuity within the committee.”

District Policy 9040.12, Adhoc Committee states:

“An Adhoc Committee will consist of one or two members of the Board, formed for a specific task or objective. The ad hoc committee is temporary and shall be considered dissolved when its final report has been made.”

District Policy 9050.30, Director Compensation for Meetings states:

“Board Representatives and Alternates will be approved annually at the January Board meeting.”

SUMMARY/DISCUSSION

The current committees are as follows:

Standing Committees:	Adhoc Committees:
Finance Committee	Sister Agency Committee
Drought & Water Use Efficiency Committee	

RECOMMENDATION

Staff recommends that the Board of Directors discuss the committees' status and functions and appoint new committee members.

ATTACHMENT(S)

1. Board Representatives Committee Assignments, January 2026
2. ACWA Region 4 Final Committee Rosters
3. Policy 9040, Committee of the Board of Directors



2026 COMMITTEE ASSIGNMENTS

Effective: January 2026

DRAFT

STANDING COMMITTEES

Finance Committee

Ronald Davis

Mark Emmerson

Drought and Water Use Efficiency Committee

Ronald Davis

Mark Emmerson

ADHOC COMMITTEES

Sister Agency Committee

Ronald Davis

Jeff Nelson

ASSOCIATION CALIFORNIA WATER AGENCIES – Term 2026-2027

Business Development Committee

Mark Emmerson

Energy Committee

Ron Greenwood

Groundwater Committee

Jeff Nelson

Water Management Committee

Paul Selsky

OTHER MEMBERSHIP COMMITTEES

REGIONAL WATER AUTHORITY

Board of Directors

Ron Greenwood (Representative); Cathy Lee (Representative); Mark Emmerson (Alternate)

Executive Committee

Ron Greenwood (Representative)

SACRAMENTO GROUNDWATER AUTHORITY

Paul Selsky (Representative); Jeff Nelson (Alternate)

WATER FORUMS SUCCESSOR EFFORT

Cathy Lee (Representative); Jeff Nelson (Representative)

ACWA JOINT POWER INSURANCE AUTHORITY

Mark Emmerson (Representative); Jeff Nelson (Alternate)

ATTACHMENT 2

2026-2027 ACWA - Local Government Committee

Scott	Ratterman	Calaveras County Water District
Susan	Peters	Amador Water Agency
Michael	Saunders	Georgetown Divide Public Utility District

2026-2027 ACWA - Membership Committee

Michael	Saunders	Georgetown Divide Public Utility District
Nicole	Skarda	Placer County Water Agency

2026-2027 ACWA - State Legislative Committee

Brian	Poulsen	El Dorado Irrigation District
Nicholas	Schneider	Georgetown Divide Public Utility District
Michael	Minkler	Calaveras County Water District
Noelle	Mattock	City of Roseville

2026-2027 ACWA - Water Management Committee

Andrew	Renshaw	Calaveras County Water District
Brian	Rickards	Placer County Water Agency
Damon	Wyckoff	Calaveras County Water District
Sean	Bigley	City of Roseville

2026-2027 ACWA - Water Quality Committee

Stephen	Peterson	City of Roseville
Alexis	Elliott	Georgetown Divide Public Utility District
Daniel	Corcoran	El Dorado Irrigation District
Damon	Wyckoff	Calaveras County Water District
Andrew	Hamilton	Placer County Water Agency
Jessica	Self	Union Public Utility District

4

2026-2027 ACWA - Agricultural Committee

Tom	Orvis	Oakdale Irrigation District
Jesse	Franco	Modesto Irrigation District
Josh	Weimer	Turlock Irrigation District
Glenn	Robertson	Banta-Carbona Irrigation District
Mark	Cardoza	Banta-Carbona Irrigation District
David	Weisenberger	Banta-Carbona Irrigation District
Kelly	Wright-LaForce	Banta-Carbona Irrigation District
Craig	Locke	Sacramento Suburban Water District
Dave	Jones	Sacramento Suburban Water District
Kevin	Thomas	Sacramento Suburban Water District
James	Thoming, Jr.	Banta-Carbona Irrigation District
Michael	Cooke	Turlock Irrigation District
Kyle	Robertson	Banta-Carbona Irrigation District
Paul	Fuchslin	Solano Irrigation District
Scot	Moody	Oakdale Irrigation District

2026-2027 ACWA - Business Development Committee

Kevin	Thomas	Sacramento Suburban Water District
Mark	Emmerson	Carmichael Water District
Edward	Winkler	Sacramento Suburban Water District
Dave	Jones	Sacramento Suburban Water District
Craig	Locke	Sacramento Suburban Water District
Pamela	Tobin	San Juan Water District

2026-2027 ACWA - Communication Committee

Melissa	Williams	Modesto Irrigation District
Constance	Anderson	Turlock Irrigation District

2026-2027 ACWA - Energy Committee

Paul	Sanguinetti	Stockton East Water District
Austin	Avery	Turlock Irrigation District
Scot	Moody	Oakdale Irrigation District
Danisha	McDonald	Banta-Carbona Irrigation District
Dave	Jones	Sacramento Suburban Water District
Craig	Locke	Sacramento Suburban Water District
Kelly	Wright-LaForce	Banta-Carbona Irrigation District
Ron	Greenwood	Carmichael Water District
Kevin	Thomas	Sacramento Suburban Water District

2026-2027 ACWA - Federal Affairs Committee

Greg	Zlotnick	San Juan Water District
Josh	Weimer	Turlock Irrigation District
Anne	Sanger	City of Sacramento - Department of Utilities
Katie	Patterson	South San Joaquin Irrigation District
Dana	Ferreira	Modesto Irrigation District
Greg	Zlotnick	San Juan Water District

2026-2027 ACWA - Finance Committee

Kristin	Sicke	Yolo County Flood Control and Water Conservation District
Jordan	Bird	City of Sacramento - Department of Utilities

2026-2027 ACWA - Groundwater Committee

Andrew	Watkins	Stockton East Water District
Courtney	Malmberg	Turlock Irrigation District
Luke	Crawford	Modesto Irrigation District
John	Woodling	Elk Grove Water District - Dept. of FRCD
Jeff	Nelson	Carmichael Water District
Trevor	Joseph	Sacramento Suburban Water District
Justen	Cole	City of Vacaville - Utilities Department
Brenna	Girton	City of Sacramento - Department of Utilities
Jesse	Franco	Modesto Irrigation District
Danisha	McDonald	Banta-Carbona Irrigation District
Paul	Fuchslin	Solano Irrigation District
Kevin	Thomas	Sacramento Suburban Water District
Dave	Jones	Sacramento Suburban Water District
Piret	Harmon	Elk Grove Water District - Dept. of FRCD
Kelly	Wright-LaForce	Banta-Carbona Irrigation District
Brandon	Nakagawa	South San Joaquin Irrigation District
Liz	Elliott	Modesto Irrigation District
Kristin	Sicke	Yolo County Flood Control and Water Conservation District
Brett	Ewart	City of Sacramento - Department of Utilities
Craig	Locke	Sacramento Suburban Water District
Justin	Hopkins	Stockton East Water District
Tom	Orvis	Oakdale Irrigation District

2026-2027 ACWA - Legal Affairs Committee

Eric	Robinson	Reclamation District #2035
Jennifer	Buckman	Sacramento Suburban Water District

Wes	Miliband	City of Sacramento - Department of Utilities
Bill	Paris	Modesto Irrigation District
Scott	Shapiro	Reclamation District #2068

2026-2027 ACWA - Local Government Committee

Pamela	Tobin	San Juan Water District
Justen	Cole	City of Vacaville - Utilities Department
Brian	Sanders	City of Sacramento - Department of Utilities

2026-2027 ACWA - Membership Committee

Kevin	Thomas	Sacramento Suburban Water District
Dave	Jones	Sacramento Suburban Water District
Pamela	Tobin	San Juan Water District
Craig	Locke	Sacramento Suburban Water District

2026-2027 ACWA - State Legislative Committee

Josh	Weimer	Turlock Irrigation District
Ryan	Ojakian	Sacramento Suburban Water District
Brian	Sanders	City of Sacramento - Department of Utilities
Kristin	Sicke	Yolo County Flood Control and Water Conservation District

2026-2027 ACWA - Water Management Committee

Paul	Selsky	Carmichael Water District
Cary	Keaten	Solano Irrigation District
Michael	Cooke	Turlock Irrigation District
Michelle	Banonis	Sacramento Suburban Water District

2026-2027 ACWA - Water Quality Committee

Craig	Locke	Sacramento Suburban Water District
Kevin	Thomas	Sacramento Suburban Water District
Tony	Barela	San Juan Water District
Mark	Severeid	City of Sacramento - Department of Utilities
Jeff	Sullivan	Solano Irrigation District
Luke	Crawford	Modesto Irrigation District
Dave	Jones	Sacramento Suburban Water District
Brenna	Girton	City of Sacramento - Department of Utilities

5

2026-2027 ACWA - Agricultural Committee

Maureen	Reilly	San Benito County Water District
David	Linville	Goleta Water District
John	Varela	Valley Water

2026-2027 ACWA - Business Development Committee

Aziz	Akbari	Alameda County Water District
Kyle	Ochenduszko	Contra Costa Water District

2026-2027 ACWA - Communication Committee

John	Cote	San Francisco Public Utilities Commission
Patt	Young	Contra Costa Water District
Tara	Bravo Mulally	United Water Conservation District
Matt	Keller	Valley Water
Kelly	Zito	East Bay Municipal Utility District

2026-2027 ACWA - Energy Committee

Ed	Stevenson	Alameda County Water District
Antonio	Martinez	Contra Costa Water District

CARMICHAEL WATER DISTRICT
Directors' Policy Manual

POLICY TITLE: **Committees of the Board of Directors**

POLICY NUMBER: **9040**

9040.10 The President of the Board of Directors (Board) shall appoint such committees as may be deemed necessary or advisable by themselves and/or the Board. The duties of the committees shall be outlined at the time of appointment.

9040.11 Standing Committee

A Standing Committee will consist of two members of the Board for the continued existence, formed to do its assigned work on an ongoing basis. Members of a standing committee sit for a defined term and terms overlap so as to keep continuity within the committee.

9040.12 Adhoc Committee

An Adhoc Committee will consist of one or two members of the Board, formed for a specific task or objective. The ad hoc committee is temporary and shall be considered dissolved when its final report has been made.



**Regular Board Meeting
Monday, November 17, 2025, 6:00 p.m.**

**Carmichael Water District
7837 Fair Oaks Boulevard
Carmichael, CA 95608**

MINUTES

The Carmichael Water District Board of Directors met in Regular Session this 17th day of November at 6:00 p.m. in person and via teleconference.

ATTENDANCE:

Directors: Ron Davis, Mark Emmerson, Ron Greenwood, Jeff Nelson, Paul Selsky
Staff: Cathy Lee, Gaby Padilla, Debbie Martin, Lucas Campbell, Greg Norris, Aaron Ferguson, Basil LaRoche
Guest: Mark Hildebrand, Hildebrand Consulting
Public: Thirteen (13) Members of the Public

CALL TO ORDER: President Greenwood called the meeting to order at: **6:01 p.m.**

PRESIDENTS COMMENTS: President Greenwood led the Pledge of Allegiance.

PUBLIC COMMENT

1. Public Comment

The General Manager introduced the newest addition to the staff, Mr. LaRoche. She informed the Board that he is a Senior Accountant and has his CPA license.

The Board welcomed Mr. LaRoche to the District.

Mr. Hall suggested adding vegetation to the Rossmoor Bar area where the District had some construction happen in the late 1990's. Since the completion of the project, the area was left open and it looks like a sandlot. He asked the Board to match the surrounding vegetation in the area and mentioned that other organizations have done this recently and has made the areas look nice and provided habitats for all living creatures in that area.

Directors commented that they appreciate Mr. Hall bringing this to their attention and would like staff to look into what can be done.

Directors also commented that they would be interested to see if we could potentially partner with the American River Parkway Foundation, Water Forum, or even get grant money from the State for habitat restoration to help with this project.

CONSENT CALENDAR

- 2. Minutes for the Special Board Meeting – October 20, 2025**
- 3. Minutes for the Regular Board Meeting – October 20, 2025**
- 4. Minutes for the Special Board Meeting – November 10, 2025**
- 5. Monthly Expenditure Report – September 2025**

Directors inquired about the two Somach Simmons & Dunn line items.

The General Manager informed the Board of Directors that this is for work for the Board, water rights, VA meeting attendance, regulation updates and review, Water Forum document review, and for one active litigation.

Director Nelson inquired about why there were several BSK Associates line items.

The General Manager informed the Board of Directors that BSK is the District's water quality lab and there are weekly bacteriological (bacti) sampling that are billed on a weekly basis. BSK also performs quarterly testing for THM's (trihalomethans) and on the wells.

- 6. Budget to Actual Report – July 2025**
- 7. Capital Improvement Project Status Report As of June 30, 2025**
- 8. Treasurer's Report for the Quarter Ended September 30, 2025**

Mr. Wallace inquired what the idle operational funds were and where does it come from. He also commented that we invested that money and he thought the District was not allowed to make money.

The Finance Manager informed Mr. Wallace that this money is from the operational reserves and the District always tries to keep a least half of the O&M budget per reserve policy in case of downfalls of revenues. This amount was also shown in the water rate study as the overall cash.

9. 2026 Meeting and Holiday Schedule

M/S Selsky / Davis to approve the consent calendar.

Ayes: Directors Davis, Emmerson, Greenwood, Nelson and Selsky

Noes: None

Motion Passed Unanimously

ANNOUNCED PUBLIC HEARING AND ADJOURNED REGULAR MEETING TO PUBLIC HEARING: 6:09 P.M.**PUBLIC HEARING:****10. Presentation of the Draft 2025 Business Plan and Water Rates Study by Mark Hildebrand with Hildebrand Consulting**

Directors inquired if comparative districts were currently going through the same Prop 218.

Mr. Hildebrand informed the Board of Directors that they did not.

Directors inquired about the difference between the historical rate increases and the revenue increases.

Mr. Hildebrand informed the Board of Directors that he cannot speak as to what was done in the past but since 2021 the increases have been on the total overall revenue.

Directors inquired if staff assumed a decrease in water usage for the next 5 years.

Mr. Hildebrand informed the Board of Directors that he assumes a slight increase based on growth but it stayed flat per capita.

Director Nelson inquired about the revenue percentage from GSWC.

Mr. Hildebrand informed the Board of Directors that it is about 1 million dollars a year, which comes out to be 6 percent of the total revenue.

Directors inquired the average inflation rate used.

Mr. Hildebrand informed the Board of Directors that there are several categories. Salaries and benefits are assumed at 5 percent every three years and 3 percent each year in between. Professional services was 3 percent, utilities and fuel was 4 percent, materials and supplies was 3 percent, chemicals was 4 percent, insurance was 5 percent, and everything else was at 3 percent. With the weighted average of all these categories the proposed rates will not keep up with inflation. The District is well-positioned to manage inflation over the next 5 years.

Mr. Ferguson inquired if the key table with the rates and charges ever change in the amendments of the study.

Mr. Hildebrand informed Mr. Ferguson that the table of rates and charges did not change in any amendment. The only changes that were made in the study were detailed look into the capital spending program.

a. Public Comments

Ms. Corder inquired if this presentation was available for review prior to the meeting.

The Administrative Specialist informed Ms. Corder that the presentation will be available on the District's website after the meeting.

Ms. Corder inquired what the building improvements are.

The General Manager informed Ms. Corder that the building improvements included lights, HVAC system, garage doors, and roof, etc.

Ms. Corder inquired if the revenue included the new builds that are going on.

Mr. Hildebrand informed Ms. Corder that it does include the developer revenue.

Mr. Cavagnaro inquired what the sources are from the grants.

The General Manager informed Mr. Cavagnaro that the grants come from the Federal and State government.

Mr. Cavagnaro inquired the portion of the grant money came from the Federal and State government and the odds of getting Federal grants given the current shut down.

The General Manager informed Mr. Cavagnaro that the grants from the State is a little over 50 percent of the total and that the rate study analysis did not include any potential future grants.

Mr. Anderson inquired if the rate revenue gets broken down by meter service and usage and if it is shown anywhere.

Mr. Hildebrand informed Mr. Anderson that it does and it is in the detailed report.

Ms. Corder inquired if there was a 4 percent increase why does the 1-inch meter service charge decrease.

Mr. Hildebrand informed Ms. Corder that there is an overall revenue increase of 4 percent. Some service charges, depending on the meter size, have increased more than others have and some have decreased. The 4 percent is an average.

Mr. Anderson commented that the water usage rate goes up 14 percent in the first year and then roughly 4 percent every year after that. Overall, the water usage rate increase 33.6 percent in the next 5 years and in the past 5 years it went up 66 percent. When this last increase is applied, the water usage rate will have gone up 114 percent in 10 years.

Mr. Hildebrand informed Mr. Anderson that the water usage rate is increase the most because of the cost to provide service is increasing.

Ms. Corder inquired what GSWC is and how we receive revenue from them.

The General Manager informed Ms. Corder that it stands for Golden State Water Company.

Directors informed Ms. Corder that the District has a contact with GSWC to treat their water from the District's treatment plant and deliver it back to them.

Ms. Corder inquired if the District receives money from other water agencies when they need more water. Directors informed Ms. Corder that CWD could potentially get revenue from selling water but the amount is on a case-by-case basis and it is only when we have extra water to sell.

Ms. Corder commented that she thought the District was at 80 percent of its water capacity and inquired when we stop allowing new builds to happen.

Directors informed Ms. Corder that the District it is almost completely built out. In order for a new build to occur, the County would have to get a water supply assessment from the District to make certain that there is at least 30 years water supply available to meet the need of the development.

Ms. Corder inquired where the revenue would come from once the District reaches 100 percent of its water capacity for its ratepayers.

The General Manager informed Ms. Corder that revenue could potentially come from grants and future water sales. The District has capacity in the system to support a complete build out within the District.

Mr. Hanscom commented that he opposes the rate increase but he understand the District needs to keep up with inflation. He thinks the following items need improvement; addressing how the District will increase operational efficiency to reduce cost, and that each expenditure should have a business case to explain the need and the financial benefit and for transparency. He then inquired as to how the District could release a Prop 218 notice with a draft rate study and questioned the legality of it.

Mr. Walters commented that there was nothing in the mailer addressing efforts to reduce expenses, there was only information about increasing revenue. He then mentioned that if the increase is based on the size of the meter why he received an increase in his bill after the merger.

Ms. Corder commented that the District spent a lot of money on the study for the merger without informing the public and she believes, because the merger did not go through, the District then decided to do the water rate study in order to increase the rates. She inquired how much the rate study cost and if it is done because it is been 5 years or did the Board request the study to be completed.

Directors informed Mr. Corder that the Board requested the study to be completed but it in no way relates to the merger.

Ms. Corder then commented that the building and its structure seems stable so she thinks that the building does not need any updating. She also mentioned that just because infrastructure is 20 years old does not mean that they need to be replaced and there should be a study done before starting those projects. She commented that the water rate study should have been made public prior to this meeting for transparency.

Directors informed Mr. Corder that the projects that are being completed are out of necessity.

Mr. Wallace commented that he appreciates all the public coming to this meeting and encourages them to come to more meetings. He then mentioned that he is not upset with a 4 percent increase and appreciates everything the Board is doing.

Staff informed the Board that the District received 74 formal protest which is less than one percent of the population which allows the Board to move forward as they please with the proposed water rate adjustments.

ADJOURNED PUBLIC HEARING AND OPENED REGULAR MEETING: 7:36 P.M.

ACTION ITEMS**11. 2025 Water Rate Study Review and 5-Year Schedule of Annual Rate Adjustments**

Staff recommends that the Board of Directors:

1. The 2025 Water Rate Study,
2. The 5-year schedule of annual rate adjustments, at 4% adjustment per year starting on January 1, 2026 as stated in the Prop 218 Notification, and

3. Resolution 11172025-01 - A Resolution Adopting the Carmichael Water District Five-Year Water Rate Schedule.

Directors commented that the resolution stated that the rate increases are not consistent with the rates recommended and the wording needs to be changed.

Mr. Ferguson suggested changing the resolution to state that the "annual rate and charge adjustments not to exceed the rates and charges as stated in the Proposition 218 notice..."

Director Nelson commented that he is glad that people in attendance spoke up and he agrees with them. He mentioned that everything increased with the tariffs, and after 5 years of 9.5 percent increases, he thinks the Board should wait on approving another increase and wait to see if there will be additional grants in the future.

Director Nelson motioned to approve a zero percent increase for the first year and revisit the 4 percent increase proposed in the Prop 218 notice for each subsequent years.

President Greenwood declared **motion failed** as it was not seconded.

Directors commented that the Board can revisit the rate adjustments in the future if the assumptions prove to be too high and to lower the rates without a Prop 218 process.

Directors also commented that they believe the 4 percent increase is necessary to avoid a double-digit increase, similar to the past, due to no rate increases for years.

Director Nelson commented that we are not in the same situation that we were in at that time. He mentioned that Mr. Hildebrand informed them that they were in great shape and by not having an increase for one year will not put the District in hardship.

Mr. Hanscom inquired if it was legal to base a Prop 218 notice based on a draft document.

Mr. Ferguson informed Mr. Hanscom that there is no issue with the draft report as the rate payers were notified of the proposed rate increase. Additionally, the study lays out the components to support a rate increase and this study was the piece of evidence that the Board used to adopt the rates.

Mr. Hildebrand commented that in most cases he does not finalize the report until after the adoption meeting happens as the Board could choose to make changes. The final report is supposed to document the final decision of the Board and the analysis that went behind the rates.

M/S Emmerson / Davis to approve the staff's recommendation with the language change in the resolution as suggested by legal counsel.

Ayes: Directors Davis, Emmerson, Greenwood, and Selsky

Noes: Director Nelson

Motion Passed

12. Award of Progressive Design-Build Contract for the SCADA Upgrade Project

Staff recommends that the Board of Directors:

1. Approve a budget adjustment for the Fiscal Year (FY) 2025-26 Budget to transfer \$500,000, \$150,000, and \$75,000 from the Garfield Replacement Well ASR Well #4 Fund, Dewey Tank/Booster Pump Station Rehab Fund, and Dewey Tank Fence Replacement Fund respectively to the SCADA/PLC Upgrade Fund.
2. If the fund transfer is approved, authorize the General Manager to execute a contract with AIC for \$643,280 with a \$70,000 contingency for a not-to-exceed contract amount of \$713,280.

Director Nelson inquired if Mr. Ferguson reviewed this item.

Mr. Ferguson informed the Board of Directors that he reviewed the agreement.

Directors commented that they are very relieved that legal counsel reviewed this proposal in depth because it is a very long document with a lot of legal terms.

Director Nelson inquired why funds were being transferred from different projects rather than doing a budget adjustment.

The General Manager informed the Board of Directors that this project was proceeding faster than the other projects. The Finance Manager informed the Board of Directors that the funds are being transferred from other projects in the CIP fund to fund the SCADA project.

Director Nelson commented that he understands but is wondering why staff is taking two steps rather than just transferring the funds from capital fund.

The Finance Manager informed the Board of Directors that they are just moving the money within the capital funds. She mentioned that they are not reducing reserves and that it is just reallocating the money from projects that will not be completed this fiscal year to the SCADA project.

Ms. Corder inquired if the Garfield well project had been cancelled.

The Finance Manager informed Ms. Corder that the Garfield Well project is not cancelled and is just being delayed. The Engineering Manager commented that if the Garfield Well project does end up moving forward within this fiscal year then a budget adjustment will be needed with the Board's approval.

Directors suggested that in the future staff should present an analysis of the contracts before the Board has to approve it. That way they would have enough time to review such lengthy documents.

Director Nelson commented that he agreed and/or to also have a notice that such RFP's would be coming to the Board for approval. He also suggested including the RFPs or showing the Board the RFPs before they are sent out.

Directors inquired why this project did not have sufficient funds in the budget.

The Engineering Manager informed the Board of Directors that staff did not anticipate being at this stage in the project within this fiscal year and that is why they did not budget for it.

Directors commented that this memo implies that staff did not have enough in the total estimate for the SCADA project.

The General Manager informed the Board of Directors that in the 10 year CIP forecast there is enough funding for the SCADA project, about \$1.7 million. Staff did not anticipate faster than projected work in this fiscal year so most of the funding for this project was allocated in the next two fiscal years' budget instead of the current one.

Directors inquired what the hourly compensation rates were because it is not listed in the compensation rates exhibit. The Engineering Manager informed the Board of Directors that he will bring the rates back.

Directors inquired if a consultant helped put the RFP together.

The Engineering Manager informed the Board of Directors that a consultant, EMA INC., did help to put the technical part of the RFP together.

Mr. Anderson inquired how the District was planning to maintain and upgrade the SCADA software so that in the future it will not need to be replaced completely again.

The Engineering Manager informed Mr. Anderson that the maintenance and upgrading of the SCADA software was incorporated into the RFP. Staff reviewed each vendor's proposal and considered this when choosing the contractor. Mr. Anderson commented that at his job, they were trying to upgrade to the newest technology but during the contract they found out that it would cost more to upgrade and maintain the new system and ended up canceling the contract because it became too expensive.

Ms. Corder inquired if the maintenance was included in this contract for an extended period.

The Engineering Manager responded that this would be in the installation portion of this project. This contract presented is for the design of the SCADA system.

Ms. Corder inquired if the design was \$1.7 million.

The Engineering Manager informed Ms. Corder that \$1.7 million is for the design and installation of the entire project. The design is about \$700,000.

Ms. Corder inquired if there was a restriction on overtime.

Mr. Anderson informed Ms. Corder that the contract had a not to exceed amount so the contractor needs to be aware of their spending.

Directors inquired if there was anything that jumped out at them that would cause risk or potential exposure to the District.

Mr. Ferguson informed the Board of Directors that he did not find anything in that nature. He also mentioned that another attorney that looks at business agreements every day is the one who initially prepared this agreement template on the Districts behalf.

M/S Greenwood / Davis to approve the staff's recommendation.

Ayes: Directors Davis, Emmerson, Greenwood, Nelson, and Selsky

Noes: None

Motion Passed Unanimously

13. Amendments to Regulation 4050, Easement Rights

Staff recommends that the Board of Directors adopt Resolution 11172025-02, thereby approving Regulation 4050, Easement Rights and a template Encroachment Permit.

Directors inquired if there were restrictions on the General Manager to authorize an encroachment.

Mr. Ferguson informed the Board of Directors that there is a set criteria on section 4050.84 of the policy that stated what the General Manager is authorized to do. One being that the General Manager can only authorize

encroachments that are valued up to \$10,000. Anything that goes beyond the criteria or over the \$10,000 limit then it must be brought in front of the Board for approval.

Directors thanked Mr. Ferguson for putting this policy together.

M/S Nelson / Emmerson to approve the staff's recommendation.

Ayes: Directors Davis, Emmerson, Greenwood, Nelson, and Selsky

Noes: None

Motion Passed Unanimously

INFORMATIONAL ITEMS**14. November Informational Update for the La Vista Tank and Booster Pump Station Project**

Director Nelson inquired if the construction portion of this project would be completed by mid-December.

The Engineering Manager indicated that the old well pump is being removed and the new equipment will be installed soon. The old pump station has been demolished and removed from the site so the construction will be done around mid-December. He mentioned that there could potentially be some SCADA work that will be completed after the construction completion.

15. New and Revised Drinking Water Notification and Response Levels for PFOA, PFOS, PFHxS, and PFHxA

Director Nelson commented that the PFHxA found in the Winding Way Well was probably a contamination error from when they were sampling it.

16. Letter from Carmichael Creek Neighborhood Association, Inc.

No comments.

COMMITTEE REPORTS**17. Regional Water Authority**

Director Greenwood Reports Out.

Director Greenwood reported that RWA staff provided presentations for the Healthy Rivers and Landscapes Program with the associated ARTESIAN grants update, Strategic Plan update with potential consultant selections, and Watershed Resilience Pilot Project program update. RWA Board also endorsed Mr. Saunders to be the chair of the Board of Directors for next year and will elect members of the Executive Committee through a ballot process.

18. Carmichael Chamber of Commerce

Director Nelson Reports Out.

No report.

19. Other Committee Report

Directors Report Out.

Director Selsky reported that there was no Sacramento Groundwater Authority (SGA) meeting and he had a conversation from another water district with regard to previously banked water for the water bank.

STAFF REPORTS:**20. General Manager and District Activity Report – October 2025**

Discussed with the Board.

Mr. Christian inquired if the water that will be given out by the District during the California International Marathon was treatment plant water.

The Distribution Superintendent informed Mr. Christian that he was correct.

21. Director's Expense Reimbursement Summary – October 2025

No comments.

GENERAL CORRESPONDENCE/INFORMATION:**22. Director's Written and/or Oral Reports**

No reports.

ADJOURNMENT: President Greenwood adjourned the meeting at: **9:12 P.M.**



**Special Board Meeting
Tuesday, December 9, 2025, 3:00 p.m.**

**Carmichael Water District Board Room
7837 Fair Oaks Boulevard
Carmichael, CA 95608**

MINUTES

The Carmichael Water District Board of Directors met in Special Session this 9th day of December at 3:00 p.m.

ATTENDANCE:

Directors: Ronald Davis, Mark Emmerson, Ron Greenwood, Jeff Nelson, and Paul Selsky

Staff: Cathy Lee, Aaron Ferguson

Public: Zero (0) Members of the Public

CALL TO ORDER: President Greenwood called the meeting to order at: **3:00 p.m.**

PUBLIC COMMENT:

1. Public Comment

No comments.

ANNOUNCED CLOSED SESSION AND ADJOURNED OPEN SESSION TO CLOSED SESSION: 3:00 p.m.

CLOSED SESSION

2. LABOR NEGOTIATION – INVOLVING THE GENERAL MANAGER (Government Code section 54957.6)

ADJOURNED CLOSED SESSION AND OPENED REGULAR SESSION: 4:32 p.m.

REPORT OUT OF CLOSED SESSION: The Board provided direction to staff.

ADJOURNMENT: President Greenwood adjourned the meeting at: **4:32 p.m.**

Ron Greenwood, Board President

Cathy Lee, Board Secretary

This page intentionally left blank.



Special Board Meeting
Monday, December 22, 2025, 10:30 a.m.

Carmichael Water District Board Room
7837 Fair Oaks Boulevard
Carmichael, CA 95608

MINUTES

The Carmichael Water District Board of Directors met in Special Session this 22nd day of December at 10:30 a.m.

ATTENDANCE:

Directors: Ronald Davis, Mark Emmerson, Ron Greenwood, Jeff Nelson, and Paul Selsky

Staff: Cathy Lee, Aaron Ferguson

Public: Zero (0) Members of the Public

CALL TO ORDER: President Greenwood called the meeting to order at: **10:30 p.m.**

PUBLIC COMMENT:

1. Public Comment

No comments.

ANNOUNCED CLOSED SESSION AND ADJOURNED OPEN SESSION TO CLOSED SESSION: 10:30 p.m.

CLOSED SESSION

2. LABOR NEGOTIATION – INVOLVING THE GENERAL MANAGER (Government Code section 54957.6)

ADJOURNED CLOSED SESSION AND OPENED REGULAR SESSION: 12:04 p.m.

REPORT OUT OF CLOSED SESSION: The Board provided direction to staff.

ADJOURNMENT: President Greenwood adjourned the meeting at: **12:04 p.m.**

Ron Greenwood, Board President

Cathy Lee, Board Secretary

This page intentionally left blank.

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period October 1 to October 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77616	10/6/2025	GEI Consultants, Inc.	CIP - ASR Water right petition	\$ 19,437.50
77617	10/6/2025	CA Laboratory Services Inc.	Prod: WTP Ops - Water quality	90.00
77618	10/6/2025	Clark Pest Control	Production: WTP Operations - Facility maintenance	167.00
77619	10/6/2025	ECORP Consultants, Inc.	CIP: Collector restoration	3,281.25
77620	10/6/2025	GEI Consultants, Inc.	CIP - Ladera ASR Well/Winding Way Well Replacement/Dewey Well Demo/Barret Road Well	7,878.25
77621	10/6/2025	Hildebrand Consulting, LLC	Office of GM - Studies/Contracts - Rate study	6,000.00
77622	10/6/2025	Zanjero, LLC	Engineering - Professional services - Urban Water Management Plan	845.00
77623	10/7/2025	Amazon Capital Services Inc	General Admin- Office supplies and expenses	32.74
77624	10/7/2025	Brower Mechanical Inc.	Production: WTP Ops - Systems maintenance	260.00
77625	10/7/2025	BSK Associates	Production: WTP Ops - Water Quality	500.00
77626	10/7/2025	Buckmaster Office Solutions	Inf Tech - Equipment repair/maint	461.63
77627	10/7/2025	GEI Consultants, Inc.	CIP - La Sierra Well	4,420.30
77628	10/7/2025	Network Design Associates, Inc.	Inf Tech - Network monitoring/risk assessment	340.00
77629	10/7/2025	Pace Supply Corp.	Inventory, Distribution: Infrastructure repairs and maintenance	2,119.34
77630	10/7/2025	Quill.com	General admin - Office supplies and expenses	225.84
77631	10/7/2025	Royal Electric Company	CIP - Garfield Generator Project	20,700.50
77632	10/7/2025	Sacramento County Recorder	Customer Service - Lien redemption fees	20.00
77633	10/7/2025	Sanders Electric	General admin - Facility expenses	3,200.00
77634	10/7/2025	Toppel Consulting Inc	CIP - La Vista Tank and pump station	33,012.00
77635	10/7/2025	ACWA/JPIA (Dental, vision, EAP)	All Depts: Benefits - Dental, vision, EAP - October	3,066.93
77636	10/7/2025	Bud's Plumbing & Heating, LLC	Gen admin - Facility expense	287.00
77637	10/7/2025	California Surveying and Drafting Supply	Admin services: Engineering - Software and licensing	150.00
77638	10/7/2025	Comcast	Admin svcs: IT - Telecommunication	993.28
77639	10/7/2025	Metro Mailing Service, Inc. dba Metro Print	General admin - Printing Services, Postage and delivery services	6,425.92
77640	10/7/2025	New Answernet Inc	Info Tech - Telecommunication	200.00
77641	10/10/2025	ACWA (Dues, Books, Subscription)	General admin: Dues and memberships - 2026 Agency Dues	23,580.00
77642	10/10/2025	BSK Associates	Production: WTP Ops - Water Quality	154.00
77643	10/10/2025	Carbon Health Medical Group of CA	Human Resources - Exams/Screenings	119.00
77644	10/10/2025	County of Sacramento	Distribution: Admin - Contract services - Inspections	391.50
77645	10/10/2025	DataProse LLC	Finance: Customer service - Billing expenses	5,222.91
77646	10/10/2025	DGS & S	Distrib: Admin - Equipment Repairs/maint	1,393.20
77647	10/10/2025	Domenichelli and Associates, Inc.	Engineering- Fire Flow engineering services	2,048.70
77648	10/10/2025	EMA, Inc	CIP - SCADA Upgrade	3,464.00
77649	10/10/2025	GEI Consultants, Inc.	CIP - La Sierra Well	3,564.65
77650	10/10/2025	Hildebrand Consulting, LLC	Office of GM - Studies/Contracts - Rate study	4,250.00
77651	10/10/2025	Home Depot	See breakdown below	-
77652	10/10/2025	Kennedy/Jenks Consultants	CIP - La Vista Tank and pump station	7,144.80
77653	10/10/2025	Koch & Koch, Inc	CIP - La Vista Tank and pump station	492,856.65
77654	10/10/2025	Patron Trucking Inc.	Distribution: Trans/Dist- Road restoration	1,938.21
77655	10/10/2025	PG&E	Production: WTP Ops - Power	19.40

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period October 1 to October 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77656	10/10/2025	Sacramento County Utilities	Production: WTP Operations - Utilities	124.04
77657	10/10/2025	Telstar Instruments, Inc.	CIP - Well Operations - Well site and reservoir maintenance - Barrett School Flowmeter	13,671.00
77658	10/10/2025	Verizon Wireless	Information technology, Production: WTP Operations - Telecommunications	794.66
77659	10/10/2025	Zanjero, LLC	Engineering - Professional services - Urban Water Management Plan	5,272.50
77660	10/10/2025	AFSCME	Union dues withholding: 10/1/25 Payroll	319.14
77661	10/10/2025	Bill McAnally Racing Napa Auto Care Ctr, Inc	Distribution: Admin - Vehicle repairs and maintenance	248.01
77662	10/10/2025	BSK Associates	Production: WTP Ops - Water Quality	1,205.00
77663	10/10/2025	O'Reilly Auto Parts	Production: Admin- Vehicle repairs and maintenance	54.28
77664	10/10/2025	Pace Supply Corp.	Inventory	388.55
77665	10/10/2025	Pape Machinery (PowerPlan)	Distrib: Admin - Equipment repairs and maintenance	248.75
77666	10/10/2025	Pitney Bowes Global Financial Services	General admin: Equipment rental expense	183.17
77667	10/10/2025	R&S Overhead Doors and Gates of Sacramento	Production: WTP Ops - Facilities maintenance	356.85
77668	10/10/2025	Sacramento County - Tax Collector's Office	General admin, Production - Well Ops - Licenses, fees, permits	4,028.16
77669	10/10/2025	Sierra Office Supplies	General admin: Office supplies and expenses	767.98
77670	10/10/2025	Waste Management of Sacramento	Production: WTP Operations - Utilities / General admin - Facility expenses	715.82
77671	10/17/2025	CD & Power (Calif. Diesel & Power)	Gen admin - Facility expense	1,483.86
77672	10/17/2025	County of Sacramento	CIP - FOB MLRP / CIP - Claremont MLRP	5,486.00
77673	10/17/2025	Dugan Management and Engineering Inc	CIP - FOB MLRP	34,993.00
77674	10/17/2025	Flowline Contractors, Inc.	CIP - FOB MLRP	383,579.13
77675	10/17/2025	GEI Consultants, Inc.	CIP - ASR Water right petition	9,185.00
77676	10/17/2025	Invoice Cloud Inc.	Finance: Customer service - Payment processing fees	2,627.50
77677	10/17/2025	Planet Paving & Grading	CIP - WTP Paving, remove boxes	11,196.45
77678	10/17/2025	Quill.com	Production: Admin - Office supplies and expenses	245.64
77679	10/17/2025	Red Wing Business Advantage Account	Distribution: Admin - Uniforms	363.65
77680	10/17/2025	Sierra National Construction	CIP - La Sierra Well	363,470.00
77681	10/17/2025	AFSCME	Union dues withholding: 10/15/25 Payroll	326.90
77682	10/17/2025	Amazon Capital Services Inc	Production: Well Ops -Repairs and maintenance	13.89
77683	10/17/2025	Bare Bones Workwear	Production: Admin - Uniforms	190.28
77684	10/17/2025	Bay Rag Company	Distribution: Admin, Production Admin - Shop supplies	572.08
77685	10/17/2025	BSK Associates	Production: WTP Ops - Water quality	250.00
77686	10/17/2025	Carmichael Tire & Auto Repair	General admin- Vehicle repairs and maintenance	852.05
77687	10/17/2025	Carolyn Potts	Turf replacement grant expense	1,530.00
77688	10/17/2025	Clark Pest Control	Production: WTP Operations - Facility maintenance/General admin - Facility expenses	309.00
77689	10/17/2025	Ferguson Waterworks	Inventory - Meters	101,138.46
77690	10/17/2025	Ionescu, Alain	Turf replacement grant expense	1,952.00
77691	10/17/2025	Koschalk, Marilyn	Turf replacement grant expense	2,000.00
77692	10/17/2025	Network Design Associates, Inc.	Inf Tech - Contract Services	680.00
77693	10/17/2025	Olin Corp	Production: WTP Ops - Chemicals	16,099.31
77694	10/17/2025	Pace Supply Corp.	Inventory	760.51
77695	10/17/2025	Quill.com	Production: Admin - Office supplies and expenses	410.51
77696	10/17/2025	U.S. Bank	See breakdown below	-

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period October 1 to October 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77697	10/17/2025	West Coast Energy Systems, LLC	CIP - La Vista Tank and pump station	1,198.00
77698	10/21/2025	SMUD	CIP - Ladera ASR Well - new service request	5,000.00
77699	10/21/2025	SMUD	CIP - Winding Way Well Replacement - new service request	5,000.00
77700	10/24/2025	ACI formerly Official Payments Corp	Admin svcs: Finance: Customer service - Payment processing fees	61.80
77701	10/24/2025	Best Cleaning Team, LLC	Production: WTP Ops, Admin: General Admin - Facility maintenance - Janitorial	1,500.00
77702	10/24/2025	Frisch Engineering Inc.	CIP - Garfield Generator Project	3,507.50
77703	10/24/2025	Grainger	Production: WTP Ops - Systems maintenance	131.98
77704	10/24/2025	Idexx Distribution, Inc.	Production: Admin - Lab chemicals and supplies	2,758.03
77705	10/24/2025	PG&E	General admin - Facility expense	19.84
77706	10/24/2025	Sierra Chemical Company (West Sac)	Production: WTP Ops - Chemicals	2,029.27
77707	10/24/2025	Well Industries Inc DBA North State Drilling	CIP - Retention release on Ladera, Winding Way, Barrett Road, & Dewey wells	266,044.15
77708	10/24/2025	Amazon Capital Services Inc	Distribution: Admin - Shop supplies/ Production: Well Ops -Repairs and maintenance	800.25
77709	10/24/2025	Best Cleaning Team, LLC	Production: WTP Ops, Admin: General admin - Facility maintenance - Janitorial	1,575.00
77710	10/24/2025	BSK Associates	Production: WTP Ops, Well Ops - Water Quality	474.00
77711	10/24/2025	Comcast	Production: WTP Ops - Telecommunication	685.86
77712	10/24/2025	Hach Company	Production: Admin - Lab chemicals and supplies	134.55
77713	10/24/2025	Hunt & Sons, Inc.	Distribution: Admin - Fuel	2,471.49
77714	10/24/2025	Jeffrey, Honor	Turf replacement grant expense	2,000.00
77715	10/24/2025	Network Design Associates, Inc.	Inf Tech - Network monitoring/risk assessment	340.00
77716	10/24/2025	New Image Landscape Company	General admin - Facility expense	896.00
77717	10/24/2025	Pape Machinery (PowerPlan)	Distribution: Admin- Equipment repairs and maintenance	530.89
77718	10/24/2025	Probuilders General Contactors	CIP - Winding Way Well Replacement	23,800.00
77719	10/24/2025	Sac Ice	CIP: Distribution - Other equipment: Ice Machine Replacement	6,290.89
77720	10/24/2025	Sanders Electric	General admin - Facility expense, Production: Well Ops - Repairs and maintenance	800.00
77721	10/24/2025	Steel Source Construction	CIP - FOB MLRP	3,188.55
77722	10/24/2025	Univar USA Inc.	Production: WTP Ops - Chemicals	8,877.40
77723	10/24/2025	ACWA/JPIA (Dental, vision, EAP)	All Depts: Benefits - Dental, vision, EAP - November	3,004.60
77724	10/24/2025	Bay Alarm Company	Admin svcs: General admin - Facility expense, Production: WTP Ops - Security	1,212.18
77725	10/24/2025	CAMILLE JOHNSON	Customer refund - Overpayment	58.47
77726	10/31/2025	3D Technology Services Inc	General admin - Facility expense	235.00
77727	10/31/2025	ACWA (Dues, Books, Subscription)	General admin: Dues and memberships - 2026 Agency dues adjustment	860.00
77728	10/31/2025	Network Design Associates, Inc.	Inf Tech - Contract Services, Network monitoring/risk, General software/licensing	1,209.86
77729	10/31/2025	Sacramento County Utilities	Production: WTP Operations - Utilities	113.92
77730	10/31/2025	Water Systems Consulting, Inc.	CIP - Ladera ASR Well/CIP - Winding Way Well Replacement	7,109.50
77731	10/31/2025	Ace Armature & Motor Shop Inc	Production: WTP Ops - Systems maintenance	3,150.00
77732	10/31/2025	AFSCME	Union dues withholding: 10/29/25 Payroll	348.61
77733	10/31/2025	Amazon Capital Services Inc	General Admin - Office supplies and expenses	416.30
77734	10/31/2025	Brenntag Pacific, Inc.	Production: WTP Ops - Chemicals	2,415.44
77735	10/31/2025	BSK Associates	Production: WTP Ops - Water Quality, CIP - Fair Oaks Blvd MLRP	676.71
77736	10/31/2025	Buckmaster Office Solutions	Inf Tech - Equipment repairs and maintenance	523.19
77737	10/31/2025	Cavanaugh & Associates, P.A.	Engineering: Professional services - Water Loss Audit	4,000.00

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period October 1 to October 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77738	10/31/2025	DMV	Distribution: Admin - License, fees, permits	64.00
77739	10/31/2025	Filmtec Corp. (formerly Evoqua)	Production: WTP Ops - Membranes	107,734.47
77740	10/31/2025	Liquivision Technology, Inc.	Production: Well Ops - Repairs and maintenance - Dewey clean and inspect	6,478.08
77741	10/31/2025	New Image Landscape Company	Production: WTP Ops - Facilities maintenance	1,410.00
77742	10/31/2025	O'Reilly Auto Parts	Production: Admin - Vehicle repairs and maintenance	62.86
77743	10/31/2025	Pace Supply Corp.	Inventory, Distribution: Infrastructure repairs and maintenance	1,244.73
77744	10/31/2025	Pitney Bowes	General admin - Office supplies and expenses	98.36
77745	10/31/2025	Quill.com	General admin - Office supplies and expenses	151.70
77746	10/31/2025	Sacramento County Recorder	Finance: Customer Service - Lien redemption fees	20.00
77747	10/31/2025	Safety Center Inc.	Distribution - Admin - Training, Certification, Travel	777.00
77748	10/31/2025	VOID	-	
77749	10/31/2025	Yap, Robert	Turf replacement grant expense	700.00

EFT				
35715	10/2/2025	SMUD	Admin svcs: General admin - Facility expenses, Production: Well Ops, WTP Ops - Power	124,591.27
35759	10/13/2025	SMUD	Production: Well Ops - Power	34,882.10
35828	10/2/2025	CalPERS (Medical)	All Depts: Benefits - October Medical insurance premium	75,041.19
35829	10/1/2025	Mutual of Omaha	All Depts: Benefits - October LTD and life insurance premiums	1,517.69
35830	10/21/2025	Pitney Bowes	Admin services: General admin - Postage and delivery services	200.00
35831	10/7/2025	CalPERS 457 Plan	457 Payment for the pay period 9/15/25-9/28/25, Paydate 10/1/25	6,065.02
35832	10/20/2025	CalPERS 457 Plan	457 Payment for the pay period 9/29/25-10/12/25, Paydate 10/15/25	6,129.76
35874	10/23/2025	Pitney Bowes	Admin services: General admin - Postage and delivery services	200.00
EFT	10/3/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 8/18/25-8/31/25, Paydate 9.3.25	21,436.98
EFT	10/10/2025	Paychex Invoice	Payroll processing fees	110.00
EFT	10/17/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 9/1/25-9/14/25, Paydate 9/17/25, Plus Retropays	22,329.94
EFT	10/17/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 9/15/25-9/28/25, Paydate 10/1/25, Plus Retropays	22,775.77
EFT	10/22/2025	US Bank	Series B Bond debt service	1,686,935.00
EFT	10/22/2025	US Bank	Series A Bond debt service	356,363.00
EFT	10/24/2025	ADP	Monthly payroll processing/HR Platform fees	1,828.75
EFT	10/24/2025	Pitney Bowes	Admin services: General admin - Postage and delivery services	200.00
EFT	10/30/2025	ADP	ADP Tax - payroll processing	2.87

Home Depot Credit Card Expenses				
77651	10/10/2025	Home Depot		783.90
		Door mat for kitchen	General admin- Office supplies and expenses	18.30
		Spray paint	Distrib - Trans/Dist- Infrastructure repairs	86.03
		Rustoleum	Distribution: Admin - Shop supplies	96.07
		Mat, blankets, flashlight	General admin- Office supplies and expenses	82.87
		Rustoleum	Distribution: Admin - Shop supplies	192.14
		Surge protector, tape measurer, extension cord	General admin- Office supplies and expenses	38.57

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period October 1 to October 31, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
		Pool supplies for Charleston	Prod: Well Ops- R/M - Winding Way Well	71.03
		Steel posts, barrier fence	CIP - La Vista Tank and pump station	48.42
		Shop supplies	Production: Admin- Shop supplies	57.38
		Batteries	Distribution: Admin - Shop supplies	72.71
		Staple remover, pliers, scraper	General admin - Facility expenses	20.38
<u>US Bank Credit Card Expenses</u>				
77696	10/17/2025	U.S. Bank		5,610.33
		Fluid Tech Hydraulics	Distribution: Admin- Equipment repairs and maintenance	86.64
		Leslie's Pool Supplies	Production: Well Ops - R/M - Winding Way Well - Charleston Pool Supplies	86.17
		American Water Works Association	General Admin: Dues and memberships - AWWA	5,020.00
		Togos	Human Resources - Employee Recognition Lunch	368.75
		Safeway	Human Resources - Employee Recognition Lunch	27.78
		Super Clean Car Wash	Production: Admin - Vehicle repairs and maintenance	20.99
Check register total				
			Employee and Director pay, payroll taxes (Pay dates: 10/1/2025, 10/15/2025 & 10/29/2025)	373,764.41
Total cash expenditures				
<u>\$ 4,853,313.04</u>				
*****INFORMATIONAL*****				
<u>Bond expenditures to be reimbursed to the General Fund from the Bond Proceeds account</u>				
77634	10/7/2025	Toppel Consulting Inc	CIP - La Vista Tank and pump station	33,012.00
77651	10/10/2025	Home Depot	CIP - La Vista Tank and pump station	48.42
77652	10/10/2025	Kennedy/Jenks Consultants	CIP - La Vista Tank and pump station	7,144.80
77653	10/10/2025	Koch & Koch, Inc	CIP - La Vista Tank and pump station	492,856.65
77697	10/17/2025	West Coast Energy Systems, LLC	CIP - La Vista Tank and pump station	1,198.00
Total Bond expenditures				
<u>\$ 534,259.87</u>				

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period November 1 to November 30, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77750	11/4/2025	Bill McAnally Racing Napa Auto Care Ctr, Inc	Distribution: Admin - Vehicle repairs and maintenance	260.79
77751	11/4/2025	California Surveying and Drafting Supply, In	Admin services: Engineering: Software & Licensing	250.00
77752	11/4/2025	Carmichael Times Newspaper, The	Admin services: General admin - Office supplies and expenses	\$ 52.00
77753	11/4/2025	Comcast	Admin svcs: IT, Production: WTP Ops - Telecommunication	980.95
77754	11/4/2025	DataProse LLC	Admin svcs: Finance: Customer service - Billing expenses	5,288.97
77755	11/4/2025	Filmtec Corp. (formerly Evoqua)	Production: WTP Ops - Systems maintenance	288.23
77756	11/4/2025	Grainger	Production: WTP Operations - Facility maintenance	103.96
77757	11/4/2025	Hildebrand Consulting, LLC	Admin services: Office of GM - Studies/ Contracts - Rate study	11,000.00
77758	11/4/2025	Home Depot	See breakdown below	-
77759	11/4/2025	New AnswerNet Inc	Admin services: Info Tech - Telecommunication	200.00
77760	11/4/2025	PG&E	Production: WTP Ops - Power	18.50
77761	11/4/2025	Quill.com	Admin services: General admin - Office supplies and expenses	190.06
77762	11/4/2025	Rawles Engineering, Inc	CIP - La Vista Tank and pump station	1,020.00
77763	11/4/2025	Royal Electric Company	CIP - Garfield Generator Project	81,985.00
77764	11/4/2025	Toppel Consulting Inc	CIP - La Vista Tank and pump station	33,938.00
77765	11/14/2025	Amazon Capital Services Inc	General admin- Office supplies and expenses	43.05
77766	11/14/2025	Bay Alarm Company	Admin svcs: General admin - Facility expense, Production: WTP Ops - Security	781.78
77767	11/14/2025	Brower Mechanical Inc.	Admin services: General admin - Facility expense	220.00
77768	11/14/2025	BSK Associates	Production: WTP Ops - Water Quality	2,302.00
77769	11/14/2025	Buckmaster Office Solutions	Admin services: General admin - Office supplies and expenses	20.00
77770	11/14/2025	Carmichael Smog Test Only	Production: Admin - Vehicle repairs and maintenance	50.00
77771	11/14/2025	CD & Power (Calif. Diesel & Power)	Admin services: General admin - Facility expenses - FOB generator battery replacement	496.92
77772	11/14/2025	Clark Pest Control	Admin services: General admin - Facility expenses	142.00
77773	11/14/2025	Employee Relations, Inc.	Admin services: Human Resources- Exams/Screenings	104.65
77774	11/14/2025	GEI Consultants, Inc.	CIP - La Sierra Well	17,100.45
77775	11/14/2025	Koch & Koch, Inc	CIP - La Vista Tank and pump station	176,210.95
77776	11/14/2025	Network Design Associates, Inc.	Admin services: Inf Tech - Network monitoring and risk assessment, Contract services	680.00
77777	11/14/2025	New Image Landscape Company	Admin services: General admin - Facility expenses/Production: WTP/Well Ops - Facilities maintenance	1,963.00
77778	11/14/2025	Pitney Bowes	Admin services: General admin - Office supplies and expenses	98.36
77779	11/14/2025	Sacramento County Utilities	Admin services: General admin - Facility expense	545.09
77780	11/14/2025	Trusten Mohr	Production: Admin - Training, certifications, travel	245.00
77781	11/14/2025	Verizon Wireless	Admin svcs: Inf tech, Production: WTP Operations - Telecommunications	765.29
77782	11/14/2025	Waste Management of Sacramento	Production: WTP Operations- Utilities / Admin services: General admin - Facility expenses	715.82
77783	11/14/2025	Zanjero, Inc	Admin services: Engineering - Professional Services (UWMP)	4,717.50
77784	11/19/2025	ACWA/IPIA (WC, Insurance)	Admin services: General admin, Production: Admin - Insurance - Auto/general liability	160,065.34
77785	11/19/2025	AFSCME	Union dues withholding: 11/12/25 Payroll	349.53
77786	11/19/2025	American River Parkway Foundation	Admin services: Engineering: Water efficiency - Outreach events	1,000.00
77787	11/19/2025	AWWA CA-NV Section	Admin services: HR: Training and certification	260.00
77788	11/19/2025	Bay Alarm Company	Production: WTP Ops - Security	257.03
77789	11/19/2025	BSK Associates	Production: WTP Ops - Water quality	371.00
77790	11/19/2025	Comcast	Production: WTP Ops - Telecommunication	685.86
77791	11/19/2025	County of Sacramento - Encroachment Permits	CIP - Fair Oaks Blvd MLRP / CIP - Claremont MLRP / Distrib-Admin- Contract Services/Inspections	6,788.00
77792	11/19/2025	DGS & S	Distribution: Admin- Equipment repairs and maintenance	1,400.00

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period November 1 to November 30, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
77793	11/19/2025	Dugan Management and Engineering Inc	CIP - Fair Oaks Blvd MLRP / CIP - Claremont MLRP	38,981.00
77794	11/19/2025	Fortiline Waterworks	Inventory	2,094.00
77795	11/19/2025	Future Ford of Sacramento (Suburban Mortors)	Distribution: Admin - Vehicle repairs and maintenance	2,013.71
77796	11/19/2025	GEI Consultants, Inc.	CIP - ASR Water right petition	4,700.50
77797	11/19/2025	Hach Company	Production: Admin - Lab chemicals and supplies	876.81
77798	11/19/2025	JP STRENG LLC	Customer refund	88.72
77799	11/19/2025	Kennedy/Jenks Consultants	CIP - La Vista Tank and pump station	7,047.30
77800	11/19/2025	MICHAEL KOERNER	Customer refund	275.78
77801	11/19/2025	Pace Supply Corp.	Inventory	29,204.08
77802	11/19/2025	Patron Trucking Inc.	Distribution: Trans/Dist - Road Restoration	2,436.04
77803	11/19/2025	Quill.com	Admin services: General admin - Office supplies and expenses	251.05
77804	11/19/2025	Red Wing Business Advantage Account	Distribution: Admin - Uniforms	367.02
77805	11/19/2025	Riverwood Homeowners Association	Turf replacement grant expense	5,552.00
77806	11/19/2025	Safety Center Inc.	Distribution: Admin - Training, Certification, Travel	1,036.00
77807	11/19/2025	VanGundy, Sivia	Turf replacement grant expense	2,000.00

EFT				
35876	11/2/2025	CalPERS 457 Plan	457 Payment for the pay period 10/13/2025 - 10/26/2025	6,180.55
35873	11/10/2025	SMUD	Admin svcs: General admin - Facility expenses, Production: Well Ops, WTP Ops - Power	2,501.01
35875	11/14/2025	SMUD	Admin svcs: General admin - Facility expenses, Production: Well Ops, WTP Ops - Power	99,980.60
35907	11/14/2025	SMUD	Admin svcs: General admin - Facility expenses, Production: Well Ops, WTP Ops - Power	61.53
EFT	11/4/2025	CalPERS (Pension contribution)	Pension Contribution (ER and EE) Pay period 9/29/2025 - 10/12/2025)	19,656.13
EFT	11/4/2025	CalPERS (Pension contribution)	Retro contribution (Classic)	1,366.61
EFT	11/4/2025	CalPERS (Pension contribution)	Retro contribution (PEPRA)	1,499.20
EFT	11/5/2025	Mutual of Omaha	All Depts: Benefits - November LTD and life insurance premiums	1,517.69
EFT	11/10/2025	Paychex Invoice	Payroll processing fees	121.50
EFT	11/12/2025	CalPERS (Medical)	All Depts: Benefits - November Medical insurance premium	74,794.46
EFT	11/18/2025	CalPERS 457 Plan	457 Payment for the pay period 10/27/2025-11/9/2025	6,941.09
EFT	11/21/2025	ADP Payroll Fees	Monthly payroll processing/HR Platform fees	1,828.75
EFT	11/25/2025	Pitney Bowes	Admin svcs: General admin - Postage	200.00

<u>Home Depot Credit Card Expenses</u>				
77758	11/4/2025	Home Depot		1858.61
		Brass hose Y with shutoff	Distribution: Admin - Facilities maintenance	11.83
		Grass seed & buckets	Distribution - Trans/Dist - Infrastructure repairs	559.68
		Mulch	Distribution - Trans/Dist - Infrastructure repairs	8.56
		Pump repair suplies	Production: Well Ops - Repairs and maintenance	34.37
		Pliers	Admin services: General admin - Facility expenses	15.19
		Reciprocating blades	Distribution: Admin - Tools	105.44
		Reciprocating blades	Distribution: Admin - Tools	294.13
		Trufuel 6pk 2 stroke oil	Distribution: Admin - Shop supplies	43.08
		Circular saw	Distribution: Admin - Tools	313.38
		Doorstop	Admin services: General admin - Facility expenses	12.86

CARMICHAEL WATER DISTRICT
MONTHLY EXPENDITURES REPORT
For the period November 1 to November 30, 2025

Check #	Check date	Payee	Description: "Division: Department - Object - detail data"	Amount
		Ice Machine Parts	CIP: Distribution - Other equipment: Ice machine replacement	54.12
		Ice Machine Parts	CIP: Distribution - Other equipment: Ice machine replacement	4.83
		Galvanized pipe and valve	Distribution: Admin - Shop supplies	46.01
		Doorstop	Admin services: General admin - Facility expenses	3.58
		Diesel DEF	Distribution: Admin - Vehicle repairs and maintenance	136.66
		Organic garden soil topper	Distribution - Trans/Dist - Infrastructure repairs	220.24
		Return pliers	Admin services: General admin - Facility expenses	(5.35)
<hr/>				
<u>US Bank Credit Card Expenses</u>				
None during November				
<hr/>				
Check register total				
Payroll				
Total cash expenditures				
<hr/>				
*****INFORMATIONAL*****				
<u>Bond expenditures to be reimbursed to the General Fund from the Bond Proceeds account</u>				
77762	11/4/2025	Rawles Engineering, Inc	CIP - La Vista Tank and pump station	1,020.00
77764	11/4/2025	Toppel Consulting Inc	CIP - La Vista Tank and pump station	33,938.00
77775	11/14/2025	Koch & Koch, Inc	CIP - La Vista Tank and pump station	176,210.95
77799	11/19/2025	Kennedy/Jenks Consultants	CIP - La Vista Tank and pump station	7,047.30
<hr/>				
Total Bond expenditures				
<hr/>				

CARMICHAEL WATER DISTRICT
Budget to Actual
For the three months ended September 30, 2025
25% of the Budget expired

	Aug - Sept Actual	Fiscal YTD Actual	Fiscal Year Amended Budget*	\$ Budget Available	% of Budget Used
Revenue					
District revenue					
Water sales	\$ 4,007,968	\$ 6,097,291	\$ 19,480,000	\$ 13,382,709	31.30%
Water service fees and charges	16,826	21,486	70,500	49,014	30.48%
Other service fees	25,143	32,379	149,000	116,621	21.73%
Grant revenue	-	948	10,300,000	10,299,052	0.01%
Interest income	150,764	188,090	400,000	211,910	47.02%
Miscellaneous	4,112	17,650	33,500	15,850	52.69%
Facility fees	10,653	10,653	50,000	39,347	21.31%
Total District revenue	4,215,466	6,368,497	30,483,000	24,114,503	20.89%
Outside boundary sales					
Treatment and delivery charges	199,342	299,013	1,452,476	1,153,463	20.59%
Total Outside boundary sales	199,342	299,013	1,452,476	1,153,463	20.59%
TOTAL REVENUE	4,414,808	6,667,510	31,935,476	25,267,966	20.88%
Expenditures					
Administrative Services					
Board of Directors					
Director's Fees, taxes, insurance	7,784	7,784	37,840	30,056	20.57%
Board expenses	56,137	56,887	73,500	16,613	77.40%
Total Board of Directors Department	63,921	64,671	111,340	46,669	58.08%
Office of the General Manager					
Salaries, benefits, taxes	50,109	64,343	360,712	296,369	17.84%
Studies, contracts, water rights/water management	61,119	61,119	180,000	118,881	33.96%
Total Office of the General Manager	111,228	125,462	540,712	415,250	23.20%
Engineering/Technical Services					
Salaries, benefits, taxes	101,662	136,225	819,582	683,357	16.62%
Departmental staff allocation to Production	(25,311)	(38,616)	(159,657)	(121,041)	24.19%
Software licensing, supplies, general office	4,020	5,806	42,000	36,194	13.82%
General engineering/contract services	8,166	8,166	50,000	41,834	16.33%
Total Engineering Department	88,537	111,581	751,925	640,344	14.84%
Engineering/Water efficiency					
Salaries, benefits, taxes	34,834	45,418	239,512	194,094	18.96%
Water efficiency outreach events	1,060	1,060	5,500	4,440	19.27%
Turf replacement/Rachio program, conservation suppl	1,786	3,456	72,000	68,544	4.80%
Total Water Efficiency	37,680	49,934	317,012	267,078	15.75%
Finance/Accounting					
Salaries, benefits, taxes	83,903	116,226	758,337	642,111	15.33%
Professional and contract services	350	350	74,000	73,650	0.47%
Fees and charges	2,139	3,174	29,500	26,326	10.76%
Total Finance Department	86,392	119,750	861,837	742,087	13.89%
Finance/Customer Service					
Salaries, benefits, taxes	59,471	83,253	420,186	336,933	19.81%
Billing expenses	15,280	15,280	78,000	62,720	19.59%
Payment processing and collection fees	5,532	8,080	35,495	27,415	22.76%
Professional and contract services	-	-	4,000	4,000	0.00%
Total Customer Service Department	80,283	106,613	537,681	431,068	19.83%

CARMICHAEL WATER DISTRICT
Budget to Actual
For the three months ended September 30, 2025
25% of the Budget expired

	Aug - Sept Actual	Fiscal YTD Actual	Fiscal Year Amended Budget*	\$ Budget Available	% of Budget Used
Human Resources					
Salaries, benefits, taxes	19,591	26,565	140,133	113,568	18.96%
Recruitment, exams/screenings, contract services	1,062	1,062	5,250	4,188	20.23%
Legal and litigation expense	5,626	5,626	59,000	53,374	9.54%
Training/certification/travel/meetings	152	152	17,200	17,048	0.88%
Employee recognition	-	-	3,000	3,000	0.00%
Total Human Resources Department	26,431	33,405	224,583	191,178	14.87%
Information Technology					
Contract services	9,022	13,100	70,600	57,500	18.56%
Software licensing, website maintenance, cybersecurity	17,896	32,948	157,500	124,552	20.92%
Hardware and supplies	1,552	3,071	18,000	14,929	17.06%
Equipment repairs/maintenance	1,524	1,524	12,000	10,476	12.70%
Telecommunications	2,817	4,172	20,380	16,208	20.47%
Allocation of IT expenses to Production	(6,693)	(10,776)	(49,000)	(38,224)	21.99%
Total Information Technology Department	26,118	44,039	229,480	185,441	19.19%
General Administration					
Dues and memberships	63,252	75,834	199,000	123,166	38.11%
Facility expenses	13,598	17,236	116,500	99,264	14.79%
Fees and permits	1,378	2,756	17,000	14,244	16.21%
General administration expenses	3,417	3,950	28,200	24,250	14.01%
Retiree medical	47,946	71,749	290,000	218,251	24.74%
Insurance: Property, general liability, auto	14,807	15,890	120,000	104,110	13.24%
Total General Administration Department	144,398	187,415	770,700	583,285	24.32%
Total Administrative Services expenses	664,988	842,870	4,345,270	3,502,400	19.40%
Production expenses					
Production Administration					
Salaries, benefits, taxes	197,287	278,034	1,362,746	1,084,712	20.40%
General administration expenses	21,598	38,544	222,000	183,656	17.35%
Training/certification/travel/meetings	955	1,105	7,000	5,895	15.79%
Total Production Administration Department	219,840	317,683	1,591,946	1,274,263	19.96%
Treatment Plant Operations					
Facility expenses	4,384	6,183	48,800	42,617	12.67%
Water quality	4,287	5,247	27,900	22,653	18.81%
Chemicals	59,208	75,041	247,000	171,959	30.38%
Power	216,398	216,398	1,051,600	835,202	20.58%
Systems maintenance	30,100	38,728	342,500	303,772	11.31%
Fees, permits, services	15,988	17,241	107,700	90,459	16.01%
Total Treatment Plant Operations Department	330,365	358,838	1,825,500	1,466,662	19.66%
Well Operations					
Power	78,252	78,252	341,250	262,998	22.93%
Well site/Reservoir maintenance	3,708	3,914	77,500	73,586	5.05%
Licenses, fees, permits	-	2,732	4,000	1,268	68.30%
Total Well Operations Department	81,960	84,898	422,750	337,852	20.08%
Total Production Expenses	632,165	761,419	3,840,196	3,078,777	19.83%

CARMICHAEL WATER DISTRICT
Budget to Actual
For the three months ended September 30, 2025
25% of the Budget expired

	Aug - Sept Actual	Fiscal YTD Actual	Fiscal Year Amended Budget*	\$ Budget Available	% of Budget Used
Distribution Expenses					
Distribution Administration					
General administration and facility expenses	23,304	26,748	59,700	32,952	44.80%
Fees, permits, services	8,223	8,223	22,800	14,577	36.07%
Vehicle repairs and maintenance	-	629	40,000	39,371	1.57%
Fuel	4,899	10,108	35,000	24,892	28.88%
Training/certification/travel/meetings	160	1,090	12,000	10,910	9.08%
Total Distribution Administration Department	36,586	46,798	169,500	122,702	27.61%
Transmission and Distribution Maintenance					
Salaries, benefits, taxes	279,661	356,855	1,426,313	1,069,458	25.02%
Capitalized labor, benefits, taxes	-	-	(570,525)	(570,525)	0.00%
Infrastructure repairs	26,488	45,176	505,500	460,324	8.94%
Road restoration	5,489	5,489	436,000	430,511	1.26%
Total Transmission and Distribution Maintenance De	311,638	407,520	1,797,288	1,389,768	22.67%
Total Distribution Expenses	348,224	454,318	1,966,788	1,512,470	23.10%
TOTAL O&M EXPENSES	1,645,377	2,058,607	10,152,254	8,093,647	20.28%
Capital expenditures					
Capital funded by rates and grants					
Administrative Services- Capital improvements	20,657	20,657	50,000	29,343	41.31%
Production - WTP Facility improvements	20,720	20,720	580,000	559,280	3.57%
Production - Wells (Includes grant funded projects)	479,619	499,584	12,375,000	11,875,416	4.04%
Production - Vehicles and equipment	48,783	48,783	90,000	41,217	54.20%
Distribution - In house constructed assets	82,294	82,294	618,000	535,706	13.32%
Distribution - Mainline projects	619,642	624,145	5,300,000	4,675,855	11.78%
Distribution - Vehicles and equipment	-	-	270,000	270,000	0.00%
Total Capital funded by rates and grants	1,271,715	1,296,183	19,283,000	17,986,817	6.72%
Capital funded by reserves					
Membrane replacement expense	80,540	80,540	200,000	119,460	40.27%
Sacramento County impact projects	985	985	200,000	199,015	0.49%
Total Capital Funded by reserves	81,525	81,525	400,000	318,475	20.38%
Debt service, Other sources/Uses of funds					
Series B Principal (2010 COP's Refinanced)	-	-	1,580,000	1,580,000	0.00%
COPS Series A/Series B Bond interest	155,057	231,021	911,566	680,545	25.34%
PERS unfunded Liability	-	-	300,000	300,000	0.00%
OPEB liability funding	-	-	200,000	200,000	0.00%
Total Debt Service, Other sources/Uses of funds	155,057	231,021	2,991,566	2,760,545	7.72%
Reserve Funding/(Uses)					
Filter skid replacement	-	-	650,000	650,000	0.00%
Membrane replacement	-	-	200,000	200,000	0.00%
Facilities fees	-	-	50,000	50,000	0.00%
Ranney collector reserve	-	-	500,000	500,000	0.00%
Capital replacement reserves	-	-	-	-	0.00%
Total Reserve Funding/(Uses)	-	-	1,400,000	1,400,000	0.00%
Total Expenditure, Debt service, Fund Sources/(Uses), Re	3,153,674	3,667,336	34,226,820	\$ 30,559,484	10.71%
Budget surplus (deficiency)	\$ 1,261,134	\$ 3,000,174	\$ (2,291,344)		
Capital projects funded by Bonds					
CIP - La Vista Tank and Pump Station	\$ 1,157,182	\$ 1,157,182	\$ 2,500,000	\$ 1,342,818	46.29%
Total Capital projects funded by Bonds	\$ 1,157,182	\$ 1,157,182	\$ 2,500,000	\$ 1,342,818	46.29%

This page intentionally left blank.

Topic: Directors Compensation Request

Date: January 2, 2026

Item For: Consent

Submitted By: Gaby Padilla, Administrative Specialist

BACKGROUND

Section 9060.24 of Directors' Policy 9060 – Directors Compensation and Expense Reimbursement states that "Requests for compensation for attending authorized meetings shall be submitted within 30 days after the occurrence of the meeting". Section 9060.52 also states that "A Director must substantiate all expenses on an expense report with the appropriate documentation attached within 60 days of incurring or paying the expense. An expense report submitted after the 60 days will only be paid if approved by the Board at a regular meeting".

SUMMARY/DISCUSSION

Director Selsky submitted one meeting compensation request for a meeting that was over 30 days ago.

Date	Meeting
October 1, 2025	Water Education Foundation Annual Water Summit

RECOMMENDATION

Staff recommends that the Board of Directors approve Director Selsky's request for the meeting compensation and direct staff to process the requests accordingly.

This page intentionally left blank.

Topic: Director's Policy Review: Series 9600 - Investment of District Funds

Date: January 13, 2026

Item For: Action

Submitted By: Debbie Martin, CPA (Inactive), Treasurer/Finance Manager

BACKGROUND

In accordance with Directors' Policy 9600 – Investment of District Funds, Section 9600.160, Investment Policy Revisions requires an annual policy review each January with adoption by resolution of the Board of Directors. The purpose of the review is to ensure the policy's consistency with the overall objectives of preservation of principal, liquidity, and return on investment, and its relevance to current law and financial and economic trends.

A review of California Government Code Section 53601 for local agency investments for 2025 did not indicate any required revisions to the District's current investment policy.

SUMMARY/DISCUSSION

The District's Investment Policy is deemed to meet the minimum legal requirements of the investment statutes of the State of California Government Code and Staff has determined that no revisions to the policy as a result of law changes are required at this time.

FISCAL IMPACT

There are no fiscal impacts directly related to the review and adoption of the Policy for Investment of District Funds.

RECOMMENDATION

Staff recommends the Board of Directors review Directors' Policy 9600 – Investment of District Funds, and if the Board of Directors agree, approve Resolution 01202026-01 – A Resolution Adopting the Investment Policy for the Investment of District Funds for Carmichael Water District.

ATTACHMENT(S)

1. Directors' Policy 9600 – Investment of District Funds
2. Resolution 01202026-01 adopting the Investment Policy for the Investment of District Funds for Carmichael Water District

CARMICHAEL WATER DISTRICT
Directors' Policy Manual

POLICY TITLE: **Investment of District Funds**

POLICY NUMBER: **9600**

9600.10 The purpose of this policy is to provide a framework and guidelines for the prudent investment of the District's funds and outline policies for sound investment practices. The objective is to invest public funds in a manner that will provide the highest return consistent with preserving maximum security, limiting unnecessary exposure to risk, maintaining sufficient liquidity, and enhancing the economic status while conforming to state and local statutes governing investment of public funds.

9600.20 Scope

This policy applies to all moneys (surplus financial assets) of the District, including the proceeds of certain capital project finance programs, of which are invested in accordance with the provisions of their specific agreements. These moneys are accounted for in the District's annual financial statements, budgets and other financial reports.

9600.21 The exceptions to these moneys will be the investment of bond reserve funds and grant funds. Bond reserve and grant funds will be invested in accordance with the statutory provisions governing the issuance of the bonds or grants or the actual bond or grant documents, as applicable. Other exceptions are the investment of District pension funds, governed by California Government Code Sections 53215-53224, and investment of post-employment health benefit trust funds, governed by California Government Code Sections 53620-53622.

9600.22 With the exception of cash in restricted and special funds, the District will consolidate cash balances from all funds to the extent practicable in order to maximize earnings and minimize fees.

9600.30 Prudent Investor Standard

The Board of Directors, General Manager, Treasurer, and all those engaged in the management of District moneys will apply the Prudent Investor Standard as described in California Government Code section 53600.3 in making all investment decisions. This statute provides that, "[w]hen investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the organization, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the organization".

9600.40 Investment Objectives

Investments of District moneys not required for immediate expenditure will be selected using the following criteria in this order of priority: safety, liquidity, and return on investment.

9600.41 **Safety**

Safety of principal is the foremost objective of the District. Investments will be executed in a manner that seeks to ensure preservation of capital in the overall portfolio. In attaining this objective, the District will strive to mitigate credit risk and interest rate risk.

9600.41.1 **Credit Risk**

The District will minimize credit risk, the risk of loss due to the failure of the security issuer/backer by: (a) limiting investments to those allowed by this policy; (b) prequalifying financial institutions, broker/dealers, intermediaries and advisors; and (c) diversifying the investment portfolio by a variety of securities offering independent returns and financial institutions.

9600.41.2 **Interest Rate Risk**

The District will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by: structuring the investment portfolio so that securities meet the cash flow requirements thereby avoiding, to the extent possible, the need to sell securities on the open market prior to maturity; and investing operating funds in shorter-term securities. It is explicitly recognized herein that occasional losses in a diversified portfolio are inevitable, and must be considered within the context of the overall investment returns.

9600.42 **Liquidity**

The District's investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated. A portion of the portfolio shall be maintained in collateralized bank deposits, the State's investment pool or other liquid investments for use to meet District disbursement requirements. To the extent possible, investments will be made with maturity dates compatible with cash flow requirements to permit conversion to cash without significant loss in value.

9600.42.1 **Liquidity Categories**

The investments shall be categorized to aid in decision making for operational and investment cash flow needs and for types of investment allocations. The three categories are defined as follows:

Short term – Investments held for one year or less.

Mid-term – Investments held over one year up to five years.

Long-term – investments held for more than five years.

9600.43 **Return on Investment**

The investment portfolio will be designed to attain an acceptable rate of return, taking into account the investment risk constraints and cash flow requirements.

9600.50 **Delegation of Authority**

Management responsibility for the investment program is hereby delegated, pursuant to Section 53607 of the Government Code, to the General Manager and the Treasurer and this delegation shall be subject to annual renewal. The responsibility to execute investment transactions may be further delegated under the direction of the General Manager and the Treasurer. The General Manager and the Treasurer, shall establish written

procedures for the operation of the investment program consistent with this investment policy. This responsibility includes authority to select brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements that are consistent with and subject to this Policy. The General Manager and Treasurer shall be responsible for all transactions undertaken and shall establish a system of internal controls to regulate the activities of internal staff and any external investment advisors.

The District may engage the services of external investment advisors/managers to assist in the management of the District's investment portfolio in a manner consistent with the District's investment policy and investment objectives. Such external advisors/managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy and at the specific direction of the General Manager and Treasurer. Such external investment managers must be registered under the Investment Advisors Act of 1940.

9600.60 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions and avoid any conflicts-of-interest prohibited by Government Code section 1090, the Political Reform Act, or Government Code section 1126. Employees and investment officers must file applicable annual financial disclosures as required by the Fair Political Practices Commission (FPPC) and /or the District's Conflict of Interest Code. Employees and officers involved in the investment process shall (1) disclose any financial interest in financial institutions that conduct business with the District; (2) disclose any personal financial/investment positions that might be affected by the performance or management of the District's portfolio; (3) subordinate their personal investment transactions to those of the District, particularly with regard to the timing of purchases and sales; and (4) shall avoid transactions that might impair public confidence.

9600.70 Authorized Financial Broker/Dealers, Investment Advisors and Institutions

The District shall transact business only with banks, associations, and with broker/dealers licensed by the State of California. Investment staff shall investigate dealers who wish to do business with the District to determine if they are adequately capitalized, have pending legal action against the firm or the individual broker and make markets in the securities appropriate to the District's needs. Upon recommendation by the General Manager or Treasurer, financial institutions and/or broker dealers shall be considered for approval by the Board of Directors. Only those broker/dealers or financial institutions approved by the Board of Directors shall provide services to the District.

The District's General Manager or Treasurer shall annually, or as this policy is updated, send a copy of the current investment policy to all broker/dealers and authorized investment advisors approved to do business with the District. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the District's investment policies and objectives, and agree to sell the District only appropriate investments authorized by this investment policy.

9600.80 Authorized and Permitted Investments

Eligible investments of District funds is governed by the California Government Code sections 53600 through 53609. If a type of investment is added to the California Government Code list, it can only be added to the District's Authorized and Permitted list with an amendment to this Investment Policy approved by the Board of Directors. If a type of security is not specifically authorized by this policy, it is not an Authorized and Permitted investment.

The following investments are Authorized and Permitted:

Investment Type	Maximum percentage or amount of holdings	Maximum Maturity
U.S. Treasury Bonds/Notes/Bills	0% to 100%	5 years
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	0% to 100%	5 years
Bankers' acceptances	0% to 40%	180 days
Commercial paper (rated P-1 or higher with Moody's or A-1 Standard & Poor's)	0% - 25%	270 days
Negotiable certificates of deposit	0% - 30%	5 years
Local Agency Investment Fund (LAIF), California Cooperative Liquid Assets Securities System (CLASS), and Investment Trust of California (CalTrust)	\$0 to \$75,000,000	Upon demand
Public funds checking or savings accounts	0% to 100%	Upon demand
State of California bonds/notes	0% to 30%	5 years
California local agency bonds/notes	0% to 30%	5 years
Outside California State bonds/notes	0% to 30%	5 years
Medium term corporate notes rated "A" or higher	0% to 30%	5 years
Mutual funds/money market funds	0% to 15%	Upon demand
Collateralized bank deposits	0% to 100%	Upon demand

9600.90 Prohibited Investments

In accordance with the provisions of California Government Code Sections 53601.6 and 53631.5, the District shall not invest in inverse floaters, range notes, mortgage-derived interest only strips, or any security that could result in zero interest accrual. Investments in convertible virtual currencies or assets based on blockchain technology including but not limited to, crypto currency, stablecoin or bitcoin, non-fungible tokens (NFT's), or other digital types of assets are prohibited.

Any State of California legislative action that further restricts allowable maturities, investment types or percentage allocations will be effective upon enactment and deemed incorporated into the District's Investment Policy and supersedes any and all previous applicable language. If the District is holding an investment that is subsequently prohibited by a legislative change, and provided such action is allowable under the applicable legislation, the District may hold that investment if it is deemed prudent by the Board of Directors until the maturity date to avoid an unnecessary loss.

9600.100 Diversification and Maximum Maturities

The District will diversify its investments by security type and institution. Except for U.S. Securities, U.S. Agency Obligations and authorized pools (such as LAIF), no more than 5% of the District's total investment portfolio will be invested in a single security type, single financial institution, or issuer. The diversification of

the portfolio will be dependent upon current and future cash flow requirements. To the extent possible, the District will strive to match its investment maturities with anticipated cash flow requirements.

9600.110 Investment Pools/Mutual Funds

The General Manager and Treasurer shall review each pool and or fund prior to investing and shall, at a minimum, obtain a thorough understanding of the following information prior to investing and on a regular basis:

- Authorized investments and compliance with District investment policy/objectives
 - Eligibility for holding bond proceeds
- Deposit/withdrawal and investment limitations
- Interest calculations/distributions and treatment of gains/losses
- Settlement process
- Fee schedules and when/how assessed
- Safeguarding of investments, including the pool's or fund's policies, objectives, limitations, and frequencies of audits
- Utilization of reserves by fund
- Frequency of statements and reporting processes

9600.120 Collateralization

A financial institution must provide coverage for at least 110% of all District deposits that are placed in the institution and must be acceptable pooled collateral requirements as required by California Government Code Section 53651. Real estate mortgages are not considered acceptable collateral for District deposits.

9600.130 Safekeeping and Custody

To protect against fraud, embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the District shall be held in safekeeping by a third party custodian, acting as agent for the District under the terms of a trust or custody agreement executed by the General Manager or Treasurer. All security transactions will settle delivery vs. payment (DVP) through the District's safekeeping agent. Securities purchased from brokers/dealers shall be held in third party safekeeping by the trust department of the District's bank, or by another third party trustee designated by the General Manager and the Treasurer. No outside broker/dealer or advisor shall have access to District funds, accounts, or investments and any transfer of funds must be approved by the General Manager and the Treasurer

9600.140 Reporting and Internal Control

In accordance with California Government Code Section 53646 (b), the Treasurer may issue a quarterly report within 45 days following the end of the quarter to the General Manager and Board of Directors showing the type of investment, issuer and/or institution, date of maturity, amount of investment, current market value for all securities, rate of interest and other relevant data that may be required. The quarterly report shall certify compliance of the investment portfolio with the Investment Policy and shall include a statement denoting the ability of the District to meet its pool expenditure requirements for the next six months.

The Treasurer shall also, in accordance with Government Code section 53607, issue a monthly report of transactions to invest or to reinvest funds of the District and to sell or exchange securities purchased. This report also shall be provided to the Board of Directors.

The General Manager and the Treasurer will maintain a system of internal controls to address at least the following areas:

- Maintain third party custodial safekeeping
- Obtain written confirmation of authorization to make authorized trades from authorized parties
- Separation of duties of transaction authority from accounting and record keeping
- Monitor for legal compliance and investment policy compliance.

The annual audit will include an independent review by the external auditor to confirm proper internal controls exist.

9600.150 Performance Standards

Investment performance will be continually monitored by the Board of Directors, the General Manager and/or the Treasurer and by any external managers and/or investment advisors. The investment portfolio shall be designed to attain a market average rate of return through budgetary and economic cycles, taking into account the investment risk constraints and cash flow needs.

9600.160 Investment Policy Revisions

The District investment policy shall be reviewed and re-adopted, with or without changes, by resolution of the Board on an annual basis each January and will be distributed as required by this policy after approval at the January Board meeting if the investment policy is modified. The purpose of the annual investment policy review is to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return on investment, and its relevance to current law and financial and economic trends. When necessary or warranted, this policy may be reviewed and amended at any time, subject to review and approval by the Board of Directors.

9600.170 Glossary

The following is a definition of the cash management terms to assist with policy administration:

Accrued interest: Interest earned but not yet received.

Amortization: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Asked: The price at which securities are offered.

Banker's acceptance (BA): A draft bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis point: One basis point is one hundredth of one percent (.01).

Bid: The price offered by a buyer of securities.

Bond: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book entry: A system of recording securities ownership through electronic accounts. In book-entry-only issues, investors do not receive physical certificates evidencing security ownership, but a custodian holds one or more global certificates.

Book value: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker: A person assisting in the buying and selling of investments for a commission.

Callable bond: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Certificate of deposit (CD): A time deposit with a specific maturity evidenced by a certificate; large denominations are typically negotiable.

Collateral: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also securities pledged by a bank to secure public money deposits.

Commercial paper: Short term obligations with maturities ranging from 2 to 270 days that are issued by banks, corporations, and other borrowers to investors with temporarily idle cash.

Corporate notes: A debt instrument issued by a private corporation, as distinct from one issued by a government agency or a municipality.

Coupon: The annual rate of interest on a debt security that a bond issuer promises to pay the bondholder on the bond's face (or par) value.

Credit analysis: A critical review and appraisal of the economic and financial conditions and/or the ability to meet debt obligations of an issuer, borrower, entity, etc.

Current yield: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSIP: The Committee on Uniform Securities Information Procedures (CUSIP) number is an identification number assigned to each publicly traded security. The CUSIP Service Bureau, operated by Standard & Poor's for the American Bankers' Association, assigns the identification numbers.

Custodian: A bank or other financial institution that keeps custody of stock certificates and other assets.

Dealer: A person or firm acting as a principal in a securities transaction, buying and selling for his/her own account.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Fair value: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal agency securities: Securities issued by agencies of the Federal Government such as Federal Farm Credit Bank (FFCB) and the Tennessee Valley Authority (TVA), Federal National Mortgage Association (FNMA) that are not general obligations of the U.S. Treasury but are sponsored by the government and therefore have high safety ratings.

Federal Deposit Insurance Corporation (FDIC): A U.S. Government corporation that guarantees deposits of banks and savings and loans. The FDIC provides deposit insurance to certain customer checking and savings deposits up to a current amount of \$250,000 per account.

Government securities: An obligation of the U.S. Government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. Securities market.

Liquidity: The ability to buy or sell an asset quickly and in large volume without substantially affecting the asset's price.

Local Agency Investment Fund (LAIF): The California pool of local agency assets, which is managed by the State Treasurer. Limits apply to each agency's deposit of general fund reserves, however, no limits on amount of deposit apply to bond proceeds. Funds in this pool are considered very liquid.

Market value: Current market price of a security as indicated by the latest trade recorded.

Mark to market: The adjustment of the valuation of a security or portfolio to reflect current market values.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances) are issued and traded.

Mutual funds: An investment company that pools money and can invest in a variety of securities, including fixed income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by SEC disclosure guidelines.

Negotiable certificates of deposit: A large denomination time deposit with a specific maturity evidenced by a certificate. These are traded like other fixed income securities.

Net asset value: The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of share outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio.

Nationally Recognized Statistical Rating Organization (NRSO): Currently, there are three top nationally recognized rating services: Moody's Investors Service, Inc., Standard & Poor's Corporation, and Fitch Investor's Services, Inc. These organizations provide ratings on a variety of categories and sectors at different rating scales to indicate financial strengths.

Note: A written promise to pay a specified amount to a certain entity on demand or on a specified date.

Par value: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

Portfolio: A collection of securities held by an investor.

Premium: The amount by which a bond sells above its face (par) value.

Prime rate: A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are tied in to this rate.

Rate of return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Risk: Degree of uncertainty of return on an asset.

Safekeeping: A service rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary market: Exchanges and over-the counter markets where securities are bought and sold subsequent to original issuance.

Securities and Exchange Commission (SEC): The Federal Agency created by Congress to protect investors in security transactions by supervising and regulating the securities industry.

Settlement date: The date on which a trade is cleared by delivery of securities against funds.

Total return: The sum of all investment income plus changes in the capital value of the portfolio.

Treasury bills: A non-interest bearing discount short-term security issued by the U.S. Treasury to finance national debt. Bills are issued with original maturities of 13 weeks, 26 weeks and 52 weeks.

Treasury bonds: Interest bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two (2) to ten (10) years.

Trustee, trust company, or trust department of a bank: A financial institution with trust powers that act in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

Weighted average maturity: The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield: The rate of annual income return on an investment, expressed as a percentage.

ATTACHMENT 2

CARMICHAEL WATER DISTRICT

RESOLUTION 01202026-01

A RESOLUTION ADOPTING THE INVESTMENT POLICY FOR
THE INVESTMENT OF DISTRICT FUNDS FOR CARMICHAEL
WATER DISTRICT

WHEREAS, the Board of Directors has heretofore established a general fund from which moneys may be expended for general operating and capital purposes; and

WHEREAS, Carmichael Water District has in the general fund from time to time moneys that are surplus to Carmichael Water District's immediate operating needs and/or designated as a reserve by the Board; and

WHEREAS, it has been determined to be in the public interest to invest such surplus and reserve moneys in a manner which insures a maximum return consistent with safety and liquidity of such investments while maintaining the integrity of such surplus and reserve funds; and

WHEREAS, the Treasurer has rendered an annual investment policy to the Board pursuant to the Government Code;

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

The Annual Investment Policy for Investment of District Funds, attached hereto, is hereby approved for continued use until the next annual review.

PASSED AND ADOPTED by the Board of Directors on this 20th day of January 2026, by the following vote:

Mark Emmerson	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Jeff Nelson	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ronald Davis	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Ron Greenwood	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Paul Selsky	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
Board Totals:	Ayes:	<input type="checkbox"/>	Nays:	<input type="checkbox"/>	Absent:	<input type="checkbox"/>	Abstain:	<input type="checkbox"/>
Passed Unanimously:		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Motion Carried:		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Motion Not Carried:		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Signed after its passage this 20th day of January, 2026:

Board President

ATTEST:

Cathy Lee, Secretary

This page intentionally left blank.

Topic: La Vista Tank and Booster Pump Station Project: Release of Retention for Tank

Related Work

Date: December 30, 2025

Item For: Action

Submitted By: Greg Norris, Engineering Manager

BACKGROUND

Construction of the La Vista Tank and Booster Pump Station project began in September 2021 and is still on going. Work for the tank construction portion of the project specifically was completed in July 2022 by the contractor Koch & Koch Inc.'s (KKI) subcontractor Paso Robles Tank (PRT). The tank has been in operation by the District since the July 2022 completion date using temporary connections. After the project was delayed for several years, Paso Robles Tank filed a STOP PAYMENT notice due to non-payment for work that they had performed (see Attachment 1).

Once the project started back up in February 2025, the District and contractor had agreed to pay any outstanding invoices owed to subcontractors. KKI did pay all past due payments to Paso Robles Tank in February 2025 with only the retention amount outstanding (See Attachment 2 for a Partial Release of Stop Payment).

SUMMARY/DISCUSSION

In November 2025, KKI delivered the final O&M manuals and warranty information for the tank and related components to the District as specified in the contract. KKI and the District would like to issue the retention payment to PRT to cancel the STOP PAYMENT notice.

Toppel Consulting and District staff have verified that all punch-list items have been satisfactorily completed.

To confirm that all payments have been made to PRT, KKI supplied to the District a CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT signed by PRT (See Attachment 3). The District is now prepared to release all retention to KKI related to the work performed by PRT in the amount of \$108,512.10. A Notice of Completion will not be filed at this time, but only when the total project has been accepted by the District.

FISCAL IMPACTS

There are no fiscal impacts associated with release of the retention to PRT as this money has already been budgeted in the approved 25-26 District budget.

RECOMMENDATION(s)

Staff recommends that the Board of Directors:

- 1) Accept the Tank portion of the project for the La Vista Well and Booster Pump Station project as complete.
- 2) Authorize the General Manager to release \$108,512.10 in retention to the contractor, KKI, to be paid to PRT.

ATTACHMENT(s)

1. STOP PAYEMNT NOTICE issued by PRT.
2. PARTIAL REDUCTION/RELEASE OF STOP PAYMENT NOTICE issued by PRT
3. CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT signed by PRT

ATTACHMENT 1

Stop Payment Notice
CALIFORNIA CIVIL CODE SECTION 8044

NOTICE TO: CARMICHAEL WATER DISTRICT

(If Private Job - File with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner - CIVIL CODE SECTIONS 8500 - 8560)

(If Public Job - file with office of controller, auditor, or other public disbursing officer whose duty it is to make payments under provisions of the contract - CIVIL CODE SECTIONS 9350 - 9510)

Direct Contractor: KOCH & KOCH INC.

Sub Contractor (If Any): PASO ROBLES TANK, INC.

Owner or Public Body: CARMICHAEL WATER DISTRICT
7837 FAIR OAKS BLVD

Improvement known as 3016 LA VISTA AVENUE, CARMICHAEL, CA

County of SACRAMENTO COUNTY, State of California.

PASO ROBLES TANK, INC. Claimant, a SUB-CONTRACTOR

furnished certain labor, service, equipment or materials used in the above described work of improvement. The name of the person or company by whom claimant was employed or to whom claimant furnished labor, service, equipment, or materials is KOCH & KOCH INC.

The kind of labor, service, equipment, or materials furnished or agreed to be furnished by claimant was:
New Tank Construction

Total value of labor, service, equipment, or materials agreed to be furnished..... \$2,017,195.50

Total value of labor, service, equipment, or materials actually furnished is..... \$2,226,798.09

Credit for materials returned, if any..... \$

Amount paid on account, if any..... \$1,916,335.72

Amount due after deducting all just credits and offsets..... \$310,462.37

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$310,462.37 and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 8532) attached. (Bond required with Stop Payment Notice served on construction lender on private jobs - bond not required on public jobs or on Stop Payment Notice served on owner on private jobs)

Date: June 5 2024

Name of Claimant: Paso Robles Tank Inc.

By: *Edwardo Peralta* *EC*

VERIFICATION

I, the undersigned, state: I am the Controller / Officer of the claimant named in the foregoing Stop Payment Notice; I have read said claim of Stop Payment Notice and know the contents thereof, and I certify that the same is true of my own knowledge. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 5 2024, at Temecula, State of California.

EDWARDO PERALTA

REQUEST FOR NOTICE OF ELECTION

(Private Works Only)

If an election is made not to withhold funds pursuant to this Stop Payment Notice by reason of a payment bond having been recorded in accordance with Sections 8600, 8536 or 8542, please send notice of such election and a copy of the bond within 30 days of such election to the enclosed preaddressed stamped envelope to the address of the claimant shown above. This information must be provided by you under Civil Code Section 8538.

Signed: _____

ATTACHMENT 2

RECEIVED

PARTIAL REDUCTION / RELEASE OF STOP PAYMENT NOTICE - PUBLIC WORKS

(CA Civil Code §§ 8044, 8128, 9300 et seq.)

TO: APR 21 2025 PUBLIC ENTITY
(CA Civ. Code §§ 8036)DIRECT CONTRACTOR
(CA Civ. Code § 8018)CONSTRUCTION LENDER, if any
(CA Civ. Code § 8006)

CARMICHAEL WATER DISTRICT

NAME: Carmichael Water District
ADDRESS: 7837 Fair Oaks Blvd
Carmichael, CA 95060Koch & Koch
587 Sutton Way, Suite 333
Grass Valley, CA 95945

THE UNDERSIGNED, Dawn Willis for Paso Robles Tank, Inc (use correct legal name),

HEREBY PARTIALLY RELEASES AND ACKNOWLEDGES PARTIAL SATISFACTION OF THE STOP PAYMENT NOTICE DATED
June 5, 2024 (date),WHICH WAS AT THAT TIME IN THE AMOUNT OF \$ 310,462.37, AGAINST Carmichael Water District
AS THE OWNER OF THE WORK OF IMPROVEMENT OR THE PUBLIC ENTITY, OR (IF APPLICABLE) AGAINST

Contractor: Koch & Koch, Inc

AS DIRECT CONTRACTOR FOR THE WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE
DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: 3016 La Vista Avenue, Carmichael, CA

or Description: _____

THIS PARTIAL REDUCTION / RELEASE HEREBY REDUCES THE STOP PAYMENT NOTICE DESCRIBED ABOVE BY THE SUM OF:

\$ 201,950.27.

AFTER CONSIDERATION OF THIS PARTIAL REDUCTION / RELEASE OF STOP PAYMENT NOTICE, THERE SHALL REMAIN WITHHELD:

\$ 108,512.10.

DATE: 04/14/2025

NAME OF CLAIMANT: Paso Robles Tank, Inc
(Firm Name)

BY: Dawn Willis

(Signature of Claimant or Authorized Agent)

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

STATE OF CALIFORNIA
COUNTY OF _____On _____, _____ (date), before me,
Notary Public (name and title of officer)
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

SEE ATTACHED

Signature

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California.)

County of Riverside)

On April 14th, 2025

before me,

Melissa O'Donnell, Notary Public

(here insert name and title of the officer)

personally appeared Dawn Willis

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

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

WITNESS my hand and official seal.

Signature Dawn Willis

(Seal)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of PAWT - RELEASE/RELEASE OF

STUP - PAYMENT A1271

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____	

ATTACHMENT 3
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: PASO ROBLES TANK, INC.

Name of Customer: KOCH & KOCH INC

Job Location: CARMICHAEL VISTA TK & BOOSTER, 3016 LA VISTA AVE, CARMICHAEL, CA, 95608

Owner: CARMICHAEL WATER DISTRICT

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KOCH & KOCH INC

Amount of Check: \$108,512.10

Check Payable to: PASO ROBLES TANK, INC.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of : \$

Signature

Claimant's Signature: *Ava Isabella Gerabek*

Claimant's Title: Accounts Receivable

Date of Signature: 12/1/2025

Topic: Kenneth Ave, Boyd, Melvin and Vale Dr. Transmission Line Replacement Project Design, Professional Services Agreement Award

Date: January 8, 2026

Item For: Action

Submitted By: Greg Norris, Engineering Manager
Cathy Lee, General Manager

BACKGROUND

In accordance with the District's Master Plan and maintenance records, the existing transmission line on: Kenneth Avenue between Fair Oaks Blvd (FOB) and California Avenue, Carmichael Way south of Kenneth Ave, Melvin and Boyd Dr., and Vale Dr. between Walnut Ave and Gunn Rd require replacement (See Attachment 1).

These sections of transmission line, consist of varying pipe sizes and materials; ranging from 14" AC and steel to 6" AC and steel pipes. The distribution system in these areas is 80 or more years old and beyond the end of their useful life. With the installation of new ductile iron pipe, this transmission line replacement project will improve the performance of the distribution system for customers in the area, and the system as a whole.

SUMMARY/DISCUSSION

CWD posted in the newspaper and on CWD's website a Request for Proposal to provide design and engineering services for the subject project. This requested assistance will be utilized to complete the design work of the project and ensure that the District will be able to perform construction next FY.

Five proposals were received by the December 23, 2025 due date and were reviewed by the District's review committee based on, value, experience, and cost. BKF was selected by the review committee and has accepted the terms and conditions. A draft professional services agreement with BKF is attached in Attachment 2 and the cost proposal is in Attachment 3.

FINANCIAL IMPACT

There is currently not a line item in the CWD Fiscal Year (FY) 25-26 Budget that provides funds for this project. District staff would like to add a new line item as a budget adjustment for \$350,000 to cover the cost of the agreement with BKF, in the amount of \$331,337, plus \$18,000 in contingency totaling a not-to-exceed value of \$349,337.

The funds for the new account will be added using \$150,000 for the WTP Transmission Lines (10-011106-21) project and \$200,000 for the Lincoln/FOB/Caminata (10-011106-24) project. See table below.

GL	Project	Current Budget	Adjustment	Final Budget
10-011105-41	Kenneth from FOB East to CA MLRP	\$ 0	\$ 350,000	\$ 350,000
10-011106-24	Lincoln/FOB/Caminata	\$ 200,000	(\$ 200,000)	\$ 0
10-011106-21	WTP Transmission Lines (west)	\$ 150,000	(\$ 150,000)	\$ 0

Work associated with the 10-011106-21 and 10-011106-24 projects will likely be scheduled for future fiscal year(s) with a new budget submitted for approval considerations.

RECOMMENDATION

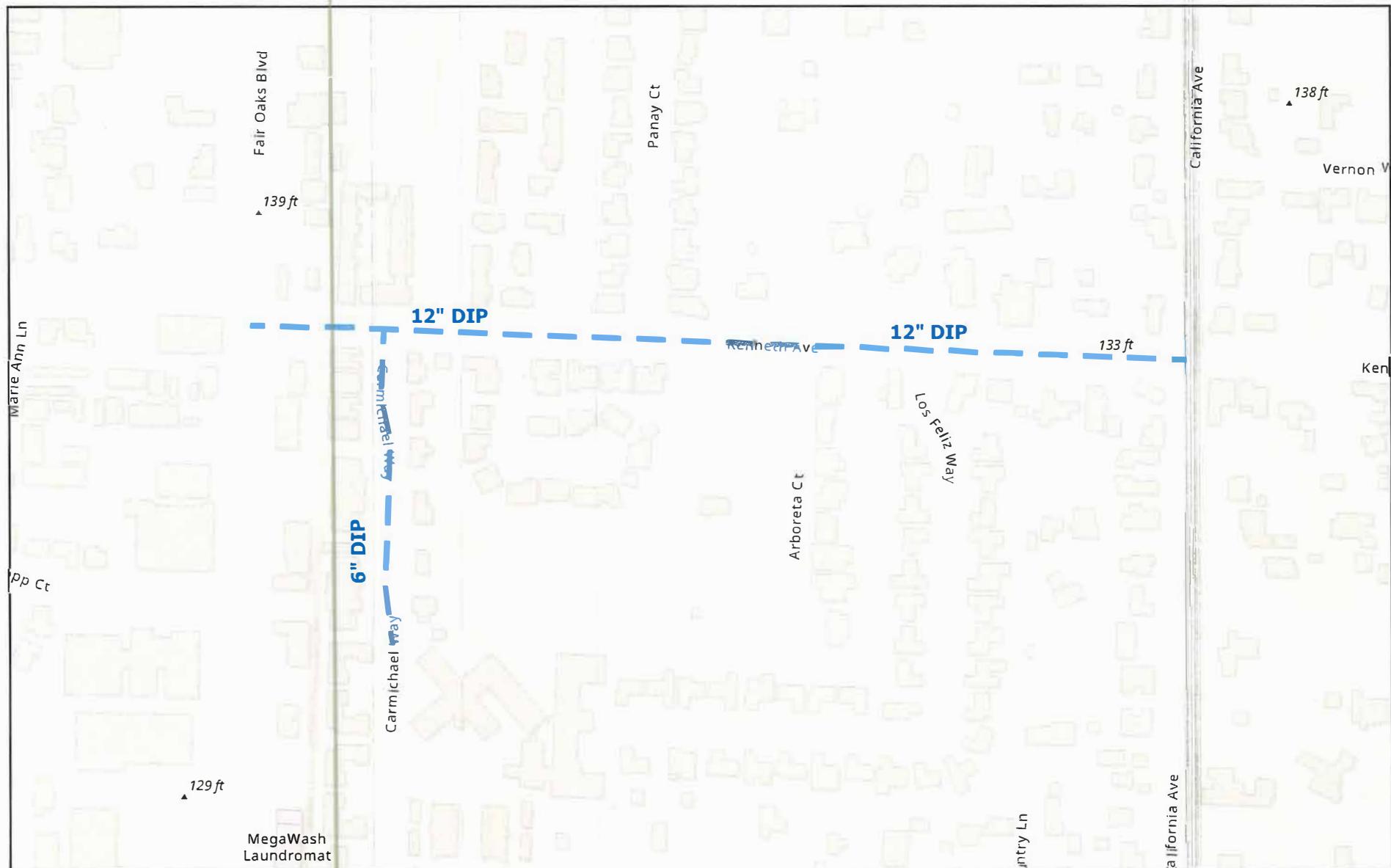
Staff recommends that the Board of Directors:

- 1) Approve a budget adjustment for the 2025-26 Budget that transfers \$150,000 in funds from the WTP Transmission Lines (west) (10-011106-21) account and \$200,000 from the Lincoln/FOB/Caminata (10-011106-24) account to the Kenneth from FOB East to CA MLRP (10-011105-41) account, and
- 2) If the fund transfer is approved, authorize the General Manager to execute a professional services agreement with BKF Engineers for a not-to-exceed amount of \$349,337 to complete the subject project.

ATTACHMENT(S)

1. Kenneth Avenue, Boyd, Melvin, and Vale Dr. Transmission Line Replacement Project
2. Draft Professional Services Agreement between CWD and BKF
3. BKF: Proposal's hourly rates sheet and tabular Fee Schedule.

ATTACHMENT 1



Mainline Replacement
Location: Kenneth Avenue



0 150 300 600
1 inch = 300 US Feet

Legend
— Proposed Pipeline



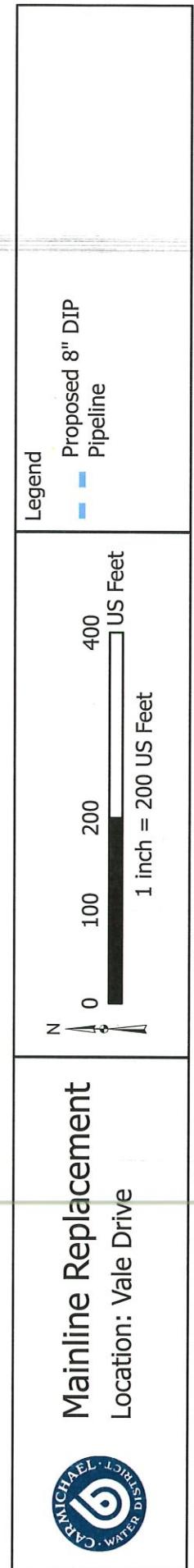
Mainline Replacement
Location: Boyd & Melvin Drive



0 100 200 400
US Feet
1 inch = 200 US Feet

Legend

Proposed 8" DIP
Pipeline



ATTACHMENT 2

Carmichael Water District Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Carmichael Water District, a local government agency ("District"), and BKF Engineers, a multi-location California engineering firm ("Contractor"), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 District shall pay to Contractor a fee based on:

Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$331,337 (Three Hundred Thirty-One Thousand Three Hundred Thirty-Seven Dollars). There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month for review and approval. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the date signed by the District and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Sravan Paladugu, Adam Brown, Nancy Baker, Ramon Alvarez Muro, Wilson Zhu, and Ben Santos. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

4.3 If the Contractor, or person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District or appears to the District to be incompetent or to act in a disorderly or improper manner, such subcontractor or person shall be removed from the Project immediately on the request of the District, and such subcontractor or person shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the District.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree

that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for

the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property ("District Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. "Maintenance" excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some "maintenance" work and other work that is not "maintenance," then this section 9.2 applies only to workers performing the "maintenance" work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section

2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. *Intentionally omitted*

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily

		<u>injury, personal and advertising injury</u>
Automobile liability	\$2,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$2,000,000 per accident	
Professional liability*	\$2,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not

District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

12.7 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.8 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.9 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Carmichael Water District
Attn: Stephen Repace
Carmichael Water District, 7837 Fair Oaks Boulevard, Carmichael, CA 95608
E-mail: stephenr@carmichaelwd.org

Contractor:

BKF Engineers
Attn: Adam Brown
980 9th Street, Ste. 2300, Sacramento, CA 95814
E-mail: abrown@bkf.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.10 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Carmichael Water District:

Dated: _____

By: _____
Cathy Lee
General Manager

BKF Engineers:

Dated: _____

By: _____

Name: _____

Title: _____

ATTACHMENT 3

BKF ENGINEERS PROFESSIONAL SERVICES

RATE SCHEDULE

2025-2026

CLASSIFICATION

HOURLY RATE

PROJECT MANAGEMENT

Principal in Charge	\$333.00
Senior Project Executive	\$309.00
Project Executive	\$301.00
Senior Project Manager Senior Technical Manager	\$292.00
Project Manager Technical Manager	\$287.00
Engineering Manager Surveying Manager Planning Manager	\$264.00

TECHNICAL STAFF

Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$245.00
Project Engineer Project Surveyor Project Planner	\$215.00
Design Engineer Staff Surveyor Staff Planner	\$188.00
BIM Specialist I, II, III	\$188.00 - \$215.00 - \$245.00
Technician I, II, III, IV, V	\$179.00 - \$190.00 - \$208.00 - \$224.00 - \$242.00
Drafter I, II, III, IV	\$140.00 - \$153.00 - \$166.00 - \$184.00
Engineering Assistant Surveying Assistant Planning Assistant	\$117.00

FIELD SURVEYING

Survey Party Chief	\$245.00
Instrument Person	\$210.00
Survey Chainperson	\$158.00
Utility Locator I, II, III, IV	\$128.00 - \$181.00 - \$217.00 - \$247.00
Apprentice I, II, III, IV	\$97.00 - \$130.00 - \$144.00 - \$152.00

CONSTRUCTION ADMINISTRATION

Senior Consultant	\$320.00
Senior Construction Administrator	\$279.00
Resident Engineer	\$207.00
Field Engineer I, II, III, IV	\$188.00 - \$215.00 - \$245.00 - \$263.00

FUNDING & GRANT MANAGEMENT

Director of Funding Strategies	\$229.00
Funding Strategies Manager	\$210.00
Funding/Research Analyst I, II, III, IV	\$144.00 - \$166.00 - \$176.00 - \$194.00

PROJECT ADMINISTRATION

Project Coordinator	\$156.00
Senior Project Assistant	\$134.00
Project Assistant	\$119.00
Clerical Administrative Assistant	\$100.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Late Fee will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



CARMICHAEL WATER DISTRICT
 DESIGN FOR THE KENNETH AVENUE AND BOYD/MELVIN/VALE DRIVE TRANSMISSION LINE REPLACEMENT PROJECT

	December 10, 2025	BKF Engineers												Total BKF Hours	Total Labor	ODC/Reimbursables	Total Fee
		Principal In-Charge Sravan Paladugu	Project Manager Adam Brown	QA/QC Manager Nancy Baker	Technical Manager Ramon Alvarez Muro	Sr. Project Engineer Wilson Zhu	Design Engineer Varies	Survey Project Exec Ben Santos	Party Chief Varies	Chain Person Varies	Project Surveyor Varies	2-Man Util Crew Varies					
		\$333	\$333	\$292	\$287	\$245	\$188	\$292	\$245	\$158	\$215	\$340	Hours	\$	\$	\$	
Task 1 Project Management and Administration																	
1.1	Project Management	8	40										48	\$15,984		\$15,984	
1.2	Bi-Weekly Client Meetings		22			22							44	\$12,708		\$12,708	
1.3	QC Milestone Reviews (60%, 90%, 100%)			24									24	\$7,008		\$7,008	
1.4	Milestone Review Meetings (60%, 90%, 100%)		6			12							18	\$4,934	\$400	\$5,334	
Task 1 Project Management and Administration Subtotal:			8	68	24	0	34	0	0	0	0	0	134	\$40,634	\$400	\$41,034	
Task 2 Topographic Surveying																	
2.1	Topographic Survey							4	80	80	120		284	\$59,208		\$59,208	
2.2	Title Reports / Easements / Plats & Legals							18			76		94	\$21,596	\$6,500	\$28,096	
Task 2 Topographic Surveying Subtotal:			0	0	0	0	0	0	22	80	80	196	0	378	\$80,804	\$6,500	\$87,304
Task 3 Construction Documents																	
3.1	Utility Coordination / Mapping		4			8	16						28	\$6,296	\$1,500	\$7,796	
3.2	Pothole Plan Preparation / Coordination		2			12	24						38	\$8,113		\$8,113	
3.3	60% PS&E		16		10	50	75						151	\$34,523	\$200	\$34,723	
3.4	90% PS&E		20		18	50	80						168	\$39,088	\$200	\$39,288	
3.5	100% PS&E		12		8	12	28						60	\$14,488	\$200	\$14,688	
3.6	Final PS&E		2		2	8	12						24	\$5,452		\$5,452	
Task 3 Construction Documents Subtotal:			0	56	0	38	140	235		0	0	0	0	469	\$107,960	\$2,100	\$110,060
Task 4 Permitting, Coordination, and Env Docs																	
4.1	Encroachment Permit Processing (Potholing)		4			12	8						24	\$5,771	\$200	\$5,971	
4.2	Encroachment Permit Processing (Design)		2			8	4						14	\$3,375		\$3,375	
4.3	DDW Waiver Coordination		8			12	24						44	\$10,111		\$10,111	
4.4	CEQA Support		4			8	8						20	\$4,793		\$4,793	
Task 4 Permitting, Coordination, and Env Docs Subtotal:			0	18	0	0	40	44		0	0	0	0	102	\$24,050	\$200	\$24,250

CARMICHAEL WATER DISTRICT
 DESIGN FOR THE KENNETH AVENUE AND BOYD/MELVIN/VALE DRIVE TRANSMISSION LINE REPLACEMENT PROJECT

BKF Engineers													Total BKF Hours	Total Labor	ODC/Reimbursables	Total Fee
Principal-In-Charge Sravan Paladugu	Project Manager Adam Brown	QA/QC Manager Nancy Baker	Technical Manager Ramon Alvarez Muro	Sr. Project Engineer Wilson Zhu	Design Engineer Varies	Survey Project Exec Ben Santos	Party Chief Varies	Chain Person Varies	Project Surveyor Varies	2-Man Util Crew Varies						
December 10, 2025	\$333	\$333	\$292	\$287	\$245	\$188	\$292	\$245	\$158	\$215	\$340	Hours	\$	\$	\$	\$
Task 5 Bidding Services																
5.1 Clearing House Coordination		2		4								6	\$1,645			\$1,645
5.2 Pre-Bid Meeting and Site Visit		2		4	2							8	\$2,021	\$200		\$2,221
5.3 Bid Clarifications		2		4	4							10	\$2,396			\$2,396
5.4 Bid Addenda (2)		2		4	8							14	\$3,148			\$3,148
5.5 Conformed Documents		2	4	8	16							30	\$6,798	\$200		\$6,998
5.6 Bid Opening		2		2								4	\$1,155			\$1,155
5.7 Review Bids		2		2	4							8	\$1,907			\$1,907
Task 5 Bidding Services Subtotal:	0	14	4	0	28	34		0	0	0	0	80	\$19,071	\$400	\$400	\$19,471
Task 6 Engineering Services During Construction																
6.1 Construction RFIs (3)		3		6	12							21	\$4,722			\$4,722
6.2 Submittal Review (20 / 5)		10		25	45							80	\$17,904			\$17,904
6.3 Construction Site Visits (3)		6		6	6							18	\$4,594	\$200		\$4,794
6.4 Construction Revisions (3)		3	6	6	9							24	\$5,878			\$5,878
6.5 Change Order Review (2)		2		6	4							12	\$2,886			\$2,886
6.6 As-Built Drawing Preparation		4	8	6	12	24						54	\$12,835	\$200		\$13,035
Task 6 Engineering Services During Construction Subtotal:	0	28	8	12	61	100		0	0	0	0	209	\$48,818	\$400	\$400	\$49,218
Base Project Totals	8	184	36	50	303	413		80	80	196	-	1,372	\$321,337	\$10,000	\$10,000	\$331,337
Optional Tasks																
Task A Utility Locating								4				80	84	\$28,368		\$28,368
Task B													+	+	+	+

Topic: Garfield/Engle Avenue Transmission Line Replacement Project Design, Professional Services Agreement Award

Date: January 8, 2026

Item For: Action

Submitted By: Greg Norris, Engineering Manager
Cathy Lee, General Manager

BACKGROUND

In accordance with the District's Master Plan and maintenance records, the existing transmission line on Garfield Avenue between Engle Road and Angelina Avenue, Engle Road between Duca Lane and Garfield Avenue, and on Garfield Avenue going South and East from the corner of Garfield Avenue and Gibbons Drive require replacement (See Attachment 1).

These sections of transmission line, consisting of 14" Steel Pipe, are 80 or more years old and need to be replaced since they are beyond the end of their useful life. This transmission line replacement project will improve the performance of the distribution system near the new La Sierra ASR Well connection points and throughout.

SUMMARY/DISCUSSION

CWD posted in the newspaper and on CWD's website a Request for Proposal to provide management, design, and engineering services for the subject project. This requested assistance will be utilized to complete the design work of the project and ensure that the District will be able to perform construction next FY.

Five proposals were received by the November 13, 2025 due date and were reviewed by the District's review committee based on, value, experience, and cost. Bennett Engineering Services (Bennett) was selected by the review committee and has accepted the terms and conditions. A draft professional services agreement with Bennett is attached Attachment 2 and the cost proposal is Attachment 3.

FINANCIAL IMPACT

The CWD Fiscal Year (FY) 25-26 Budget lists \$250,000 for this project, with \$2,000,000 planned for construction in FY 26-27. District staff request an increase of \$100,000 to the project's line item amount in this year's budget to cover the cost of a professional services agreement with Bennett (\$295,207) plus a \$40,000 contingency.

As the current budget has only \$250,000 for this project, the approval of this project requires the transfer of funds from a different project account. Staff proposes to transfer \$100,000 from the 10-011106-21 project fund as the source of funding. See table below.

GL	Project	Current Budget	Adjustment	Final Budget
10-011106-23	Garfield / Angelina	\$ 250,000	\$ 100,000	\$ 350,000
10-011106-21	WTP Transmission Lines (west)	\$ 250,000	(\$ 100,000)	\$ 150,000

Work associated with the 10-011106-21 work is anticipated to be scheduled for future fiscal years and with a new proposed budget submitted for approval considerations.

RECOMMENDATION

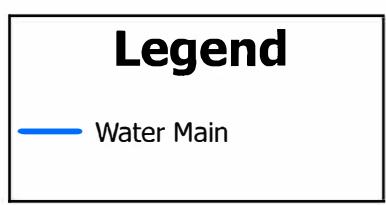
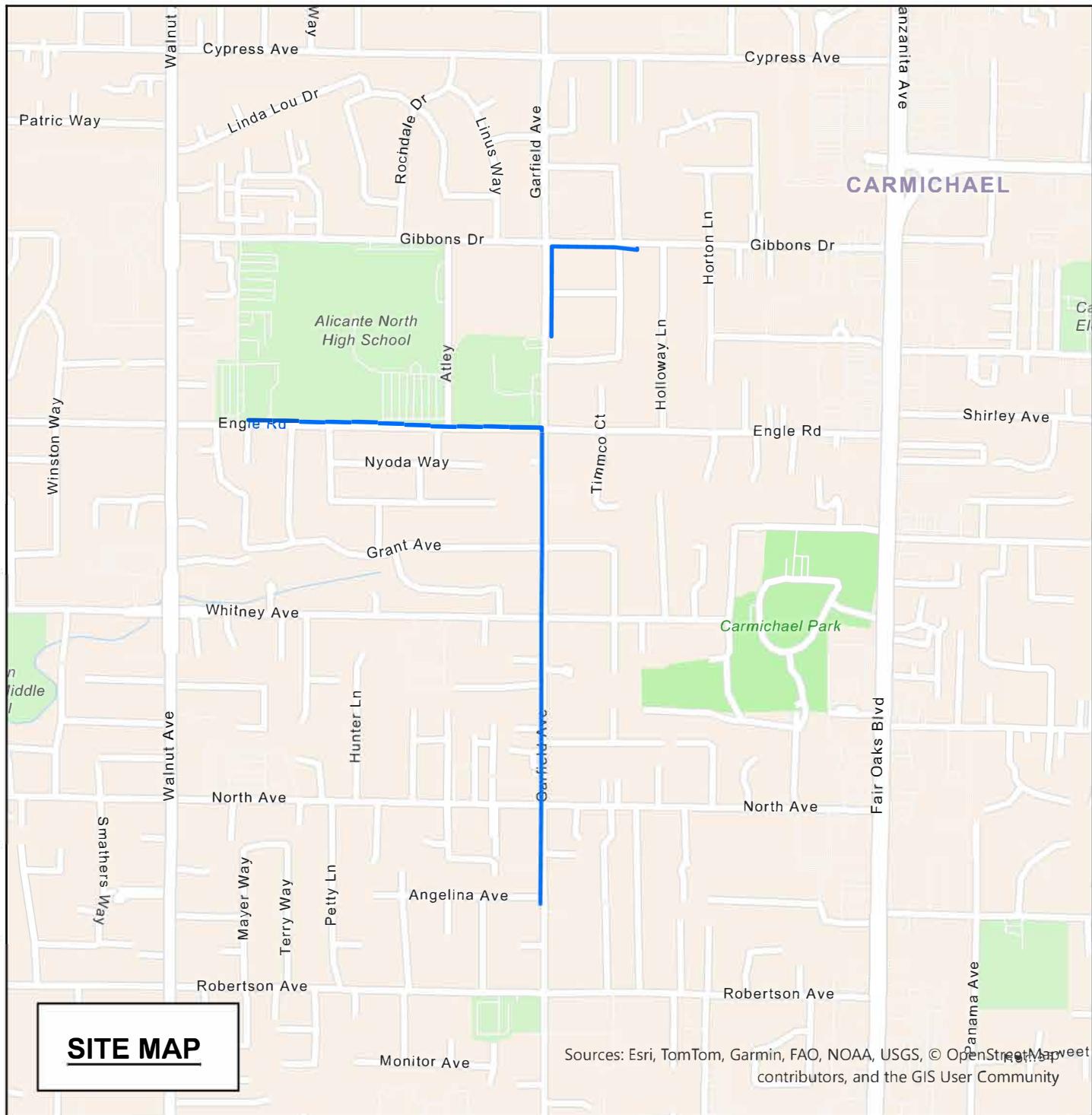
Staff recommends that the Board of Directors:

- 1) Approve a budget adjustment for the 2025-26 Budget transferring \$100,000 from the WTP Transmission Lines (west) (10-011106-21) account to the Garfield / Angelina (10-011106-23) account, and
- 2) If the fund transfer is approved, authorize the General Manager to execute a professional services agreement with Bennett Engineering for a not-to-exceed amount of \$335,207 to complete the subject project.

ATTACHMENT(S)

1. Garfield Avenue Transmission Line Replacement Project Replacement Project
2. Draft Professional Services Agreement between CWD and Bennett
3. Bennett Engineering: Proposal's hourly rates sheet and tabular Fee Schedule.

ATTACHMENT 1
GARFIELD AVE TRANSMISSION LINE REPLACEMENT PROJECT



0 395 790 1,580 2,370 3,160 Feet



**7837 Fair Oaks Boulevard
Carmichael, CA 95608**

Carmichael Water District Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Carmichael Water District, a local government agency ("District"), and Bennett Engineering Services, a California Disadvantaged Business Enterprise and certified Small Business Enterprise ("Contractor"), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 District shall pay to Contractor a fee based on:

Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$295,207 (Two Hundred Ninety-Five Thousand Two Hundred Seven Dollars). There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month for review and approval. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the date signed by the District and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Mike Massaro, Stacey Lynch, Kati Sethares, and Christian Raganit. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

4.3 If the Contractor, or person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District or appears to the District to be incompetent or to act in a disorderly or improper manner, such subcontractor or person shall be removed from the Project immediately on the request of the District, and such subcontractor or person shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the District.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act

and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for

the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property ("District Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. "Maintenance" excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some "maintenance" work and other work that is not "maintenance," then this section 9.2 applies only to workers performing the "maintenance" work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section

2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: 1000031394

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: 1000031394

d. Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the "Funding Conditions"). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits	Scope
------	--------	-------

Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$2,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$2,000,000 per accident	
Professional liability*	\$2,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written

negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

12.7 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.8 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal

district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.9 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Carmichael Water District

Attn: _____

Carmichael Water District, 7837 Fair Oaks Boulevard, Carmichael, CA 95608

E-mail: _____

Contractor:

Bennett Engineering Services

Attn: Stacey Lynch

1082 Sunrise Ave., Ste. 100 Roseville, CA 95661

E-mail: slynch@ben-en.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.10 Signatures and Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Carmichael Water District:

Dated: _____

By: _____

Cathy Lee
General Manager

Bennett Engineering Services:

Dated: December 16, 2025

By: 
Stacey Lynch (Dec 16, 2025 13:22:14 PST)

Name: Stacey Lynch

Title: Vice President

EXHIBIT A

DETAILED SCOPE OF WORK

The following scope of work outlines BENEN's proposed tasks and deliverables for the Garfield Avenue Transmission Line Replacement Project. This structure aligns with the RFP and ensures transparency, accountability, and technical rigor throughout each phase of the project.

For utility location, BEN|EN has a Vivax Metrotech vLoc3-Pro utility locator that can be used to precisely locate unmarked or mislocated utilities. The vLoc3-Pro can identify the location of buried utilities that may be missed during potholing. The vLoc3-Pro can also estimate the depth of buried utilities and trace the path of a specific utility line, such as water or gas pipes or electric cable.

TASK 1 PROJECT MANAGEMENT AND COORDINATION

SUBTASK 1.1. PROJECT ADMINISTRATION

BENEN's Project Manager will prepare and submit monthly project status updates and invoicing to the Carmichael Water District (District). Monthly invoices will include a summary of work performed by task and an earned value table. The status updates will include project tasks completed, deliverables submitted, decisions made, and work in progress. BENEN will also manage the project schedule, subconsultant work, project execution, maintain open communication with the District, and integrate deliverables. The schedule will be maintained on a regular basis and as decisions are made throughout the project duration.

Deliverables:

- Monthly Status Updates
- Monthly Invoices

SUBTASK 1.2 PROJECT MEETINGS

BENEN will coordinate and attend a project kick off meeting, monthly progress, technical review (ten (10) assumed), and design review meetings following the 60%, 90% and 100% submittals (three (3) assumed), a workshop/meeting during the bid services phase, and a workshop/meeting with the contractor and the District at the start of construction. The BENEN Project Manager will provide meeting agendas and minutes, and document design decisions.

Deliverables:

- Meeting agendas and minutes
- Technical content applicable to each meeting

SUBTASK 1.3. QUALITY CONTROL

BENEN's quality control program will be implemented, and constructability reviews will be conducted by senior BENEN staff prior to delivering submittals. Review forms will include the reviewer's name, the date of review, review comments, and the resolution of any review comments (back-checking).

TASK 2 DATA COLLECTION

SUBTASK 2.1. TOPOGRAPHIC SURVEYING AND MAPPING

UNICO will perform detailed, design level topographic surveys along the proposed mainline replacement alignments. The alignments include:

- Garfield Avenue beginning at Angelina Avenue, northerly along Garfield Avenue and turning westerly along Engle Road to a point just west of Alicante North High School.
- Garfield Avenue beginning near Ryan Lane, northerly along Garfield Avenue and turning easterly along Gibbons Drive to a point near Holloway lane.

UNICO will perform conventional (non-aerial) field surveying from edge of right of way to opposite edge of right of way along the proposed alignments. UNICO will locate and map all topographic features necessary to complete the design and construction. Items located will include, but are not limited to, roadway improvement features, curbs, gutters, sidewalks, ADA ramps, edges of pavement, concrete, slopes, grade breaks, drainage structures, inlets, manholes, signs, fences, striping, driveway features, and trees.

UNICO will also locate all visible above ground utility features, particularly related to the water main, such as manholes, valves, meters, hydrants, vaults, signals and utility poles. Measurements to all relative sewer and storm drain structures will be performed to include approximate size, invert and direction. UNICO will provide topographic information at cross-section intervals of 50' or closer, including all horizontal and vertical change in directions, including curve points. Mapping, 1' contours and digital surface will be provided in an AutoCAD based drawing. UNICO will

set durable control points to be preserved for utilization of surveys and for future construction control. UNICO will base its survey on approved County State Plane Coordinates, NAD83 and NAVD88 elevations.

SUBTASK 2.1.A. RIGHT-OF-WAY SURVEYING AND MAPPING

UNICO will search for and locate right of way and property monuments to resolve and map the right of way and property boundaries along the project alignments. Right of Way and adjoining properties will be mapped from readily available recorded documents such as subdivision maps, records of surveys, parcel maps, and deeds. All survey monuments that are discovered and may be compromised by the project will be surveyed and mapped for incorporation into the design plan set as part of future monument perpetuation.

DELIVERABLES

- AutoCAD Topographic and Boundary Base File
- Point Files
- Record Maps and Deeds

SUBTASK 2.1.B. PLATS AND LEGAL DESCRIPTIONS

UNICO will prepare plats and legal descriptions for easements as needed for the project. The number and location will be better understood during the design phase. For this proposal, UNICO will assume the preparation of ten (10) plats and legal descriptions. UNICO will purchase title reports for each of the 10 properties requiring a plat and legal description. UNICO will prepare preliminary plats and legal descriptions for agency review. Upon approval, UNICO will prepare final signed and stamped plats and legal descriptions.

DELIVERABLES

- Plats and Legal Descriptions (10)

SUBTASK 2.2. GEOTECHNICAL INVESTIGATION (OPTIONAL)

The purpose of GEOCON's geotechnical investigation will be to evaluate subsurface conditions at the site and provide geotechnical engineering design parameters and recommendations for the project as presently proposed. GEOCON'S investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. Based on their understanding of the project, GEOCON recom-

mends the following scope of services for the project. GEOCON will:

- Perform a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site.
- Perform a site reconnaissance to determine access and mark out the proposed exploration locations.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two (2) business days (as required by law) prior to performing exploratory excavations at the site.
- GEOCON's proposed exploratory borings will not extend to within ten (10) feet of groundwater; therefore, a boring permit from the Sacramento County Environmental Management Department (SCEMD) is not required.
- Pay the required fees and obtain an encroachment permit from Sacramento County.
- Provide traffic control measures during their fieldwork. GEOCON assumes temporary lane closures with flagging will be required for each location.
- Retain the services of a California C57-licensed drilling subcontractor to perform exploratory borings.
- Perform up to three (3) exploratory borings at the site by using a conventional truck-mounted drilling rig equipped with hollow-stem and/or solid-flight augers to 15 feet each. The proposed boring locations are shown on Figure 1, Proposed Water Line Alignments and Proposed Boring Locations.
- Measure the existing pavement section at each boring location.
- Obtain representative disturbed and undisturbed soil samples from the borings. GEOCON will collect samples from the borings at various depth intervals beginning at the surface and to the terminal depth of each boring (samples typically collected at 2½- to 5-foot depth intervals).
- Log the borings in accordance with the Unified Soil Classification System.
- Upon completion, backfill the borings with the excess soil cuttings or neat cement grout and patch the borings with cold-patch asphalt or concrete, per the Sacramento County Encroachment Permit requirements. If the County encroachment permit

requires a more extensive pavement repair such as a two-foot by two-foot sawcut of the boring location and patching with hot mix asphalt, GEOCON will retain the services of an asphalt restoration company and return to the site a different day. GEOCON has included costs for these repairs as an optional task.

- Perform geotechnical laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
- Evaluate the index and engineering properties of the soils encountered.
- Evaluate the field and laboratory testing data and prepare a summary report(s) with our findings, conclusions, and recommendations. The report(s) will include:
 - Site Plan showing the locations of the exploratory borings,
 - Description of site geology, logs of the borings, including depth to groundwater (if encountered),
 - Geotechnical laboratory test results,
 - Anticipated excavation conditions,
 - Trench/excavation and backfill recommendations,
 - Trench foundation/bottom stabilization recommendations,
 - Geotechnical recommendations and design parameters for the pipelines,
 - New pavement structural section recommendations.

DELIVERABLES

- Draft geotechnical report(s) for review (PDF)
- One (1) final stamped electronic copy (PDF format) of GEOCON's report

TASK 3 DESIGN SERVICES

SUBTASK 3.1. SITE VISIT AND DOCUMENT RESEARCH

The BENEN team will visit the site as needed for investigation of existing conditions, examination of existing utilities, and field meetings to clarify intent of the project. BENEN will also research and review existing topographic and boundary mapping, as-built plans, record maps, surveys, assessor maps, improvement plans, and other available documents for the project.

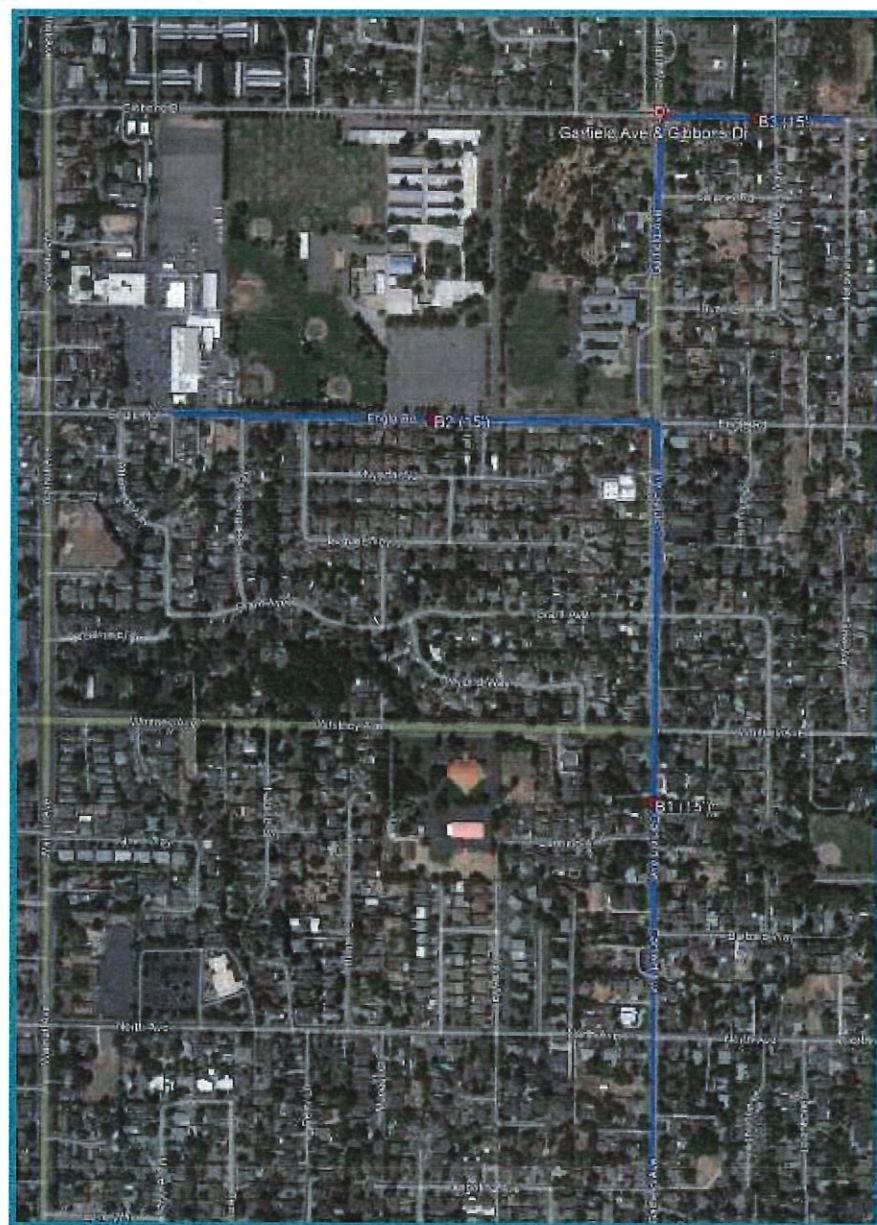


Figure 1 – Proposed Water Line Alignments and Proposed Boring Locations

SUBTASK 3.2. UTILITY COORDINATION

BENEN will prepare Utility Letters A, B, and C along with utility plans for the utility companies. Utilities known to operate in the vicinity of the improvement locations will be contacted. BENEN will map the existing utilities based on as-built plans, utility maps, field observation, and topographic survey of the above ground utilities. Utility conflicts with the proposed design will be identified and we will work with each utility company to develop relocation plans if necessary. All utility coordination efforts will be tracked using BENEN internal utility tracking process.

SUBTASK 3.2.A UTILITY VERIFICATION AND COORDINATION WITH OWNERS

BENEN will send “Utility A” letters with project location/limit map with a DISTRICT-approved letter requesting verification of the location, size, and depth of each facility within the project area. BENEN will map existing utilities with information provided by utility companies. BENEN will identify public or private utilities that may be affected by project and determine limits of raise utilities or relocations and determine responsible party for cost.

SUBTASK 3.2.B UTILITY CONFLICT RESOLUTION

Once the existing utility information is compiled, BENEN will prepare a summary of utility impacts and proposed resolutions. Subsequent “Utility B and C” letters with project plans will be sent to the respective utility companies. Verification maps, conflict maps will be included as part of this task.

DELIVERABLES

- Utility A, B, and C Letters and Plans, Summary of Impacts and Resolutions

SUBTASK 3.2.C UTILITY ADJUSTMENT/RELOCATION COORDINATION

For existing utilities that need to be adjusted or relocated, we will coordinate with utility companies for final utility relocation plans and construction schedule for the relocations prior to or during project construction.

DELIVERABLES

- Utility Relocation Plans & Construction Schedule

SUBTASK 3.3. POTHOLING COORDINATION

BENEN will provide a detailed utility list and map following the 60% design submittal of potential utility conflicts. The District will perform in-field potholing of the conflicts and provide the design team with the data to refine the 90% and 100% design submittal.

DELIVERABLES

- Utility List and Pothole Map

SUBTASK 3.4. 60% PLANS AND ESTIMATE

BENEN will incorporate the pipeline plan and profiles and pavement restoration design plans, and estimate into one comprehensive submittal for the mainline replacement projects. Design will be based on Carmichael Water District 2021 Construction Improvement Standards. For each design package the BENEN team will include a complete set of construction drawings at a scale of 1” = 40' horizontal, and 1” = 4' vertical plan and profiles and appropriately scaled details including but not limited to the following:

SHEETS	NUMBER OF SHEETS
Project Cover Page	1
Abbreviations, Symbols, and General Notes	1
Abandonment Plan	2
Metered Services List and Reconnection Notes	1
Pavement Restoration Limits	3
Plan and Profile Sheets	4
Corrosion Protection Design	4
Traffic Control Plans	4
District Standard Details	1
Tie-In Details	1
Other Project Specific Details	1
Total	23

BENEN will prepare and submit 60% plans and an Engineer's Opinion of Probable Construction Cost (OPCC) to the District for review and comment. The 60% design plan view drawings (with placeholders for profiles) will show the new water main alignments, existing utilities, new fire hydrants, service laterals, and connections/tie-ins. BENEN will prepare a 60% EOPCC that will encompass the entire project (water main replacement and roadway restoration).

DELIVERABLES

- Two (2) Half-Sized Set of Plans (11x17)
- One (1) Full-Sized Set of Plans
- One (1) Engineer's Opinion of Probable Construction Cost (OPCC)
- One (1) Half-Size and One (1) Full-Sized Plans for Field Investigative Potholing Comment Response
- Front end specifications and Technical Specification Table of Contents
- Electronic PDF of all deliverables

SUBTASK 3.5. 90% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

BENEN will complete design and prepare 90% plans, specifications and estimate based on the contractor's potholing and field investigation data and District's comments from the 60% design submittal. Design will include revised water main alignments, profiles, and connection details based on contractor's findings. The 90% specifications will include all technical specifications required for construction of water main replacement within the project area, special provisions, and contractor forms. BENEN will submit 90% plans and estimate to the District and contractor for review and comment.

DELIVERABLES

- Two (2) Half-Sized Set of Plans (11x17)
- One (1) Full-Sized Set of Plans
- One (1) Engineer's Opinion of Probable Construction Cost (OPCC)
- Two (2) Bound Specifications
- Electronic PDF of all deliverables

SUBTASK 3.6. 100% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

BENEN will complete design and prepare 100% plans and estimate from the District's 90% design submittal review and comments. BENEN will submit 100% plans as the final submittal for Bidding Services.

DELIVERABLES

- Two (2) Half-Sized Set of Plans (11x17)
- One (1) Full-Sized Set of Plans
- One (1) Engineer's Opinion of Probable Construction Cost (OPCC)
- Two (2) Bound Specifications
- Electronic PDF of all deliverables

TASK 4 PERMITTING, COORDINATION, AND ENVIRONMENTAL DOCUMENTATION

SUBTASK 4.1. PERMITTING AND COORDINATION

BENEN will identify, prepare, coordinate with, and submit documentation (with the District's approval and signature) to all relevant agencies to acquire the necessary permits and approvals to perform the project work. BENEN will work with the District to prepare exhibits and/or memos to be used for resolving issues, clarifications, or negotiating with other entities such as the County, private property owners, etc. The typical permitting and coordination includes, but not limited to:

- Sacramento County Encroachment Permit (Investigative Potholing)
- Sacramento Department of Transportation (Traffic Control Plans)
- State Water Resources Control Board – Division of Drinking Water (DDW)
- Sacramento Metro Fire District Coordination

SUBTASK 4.2. ENVIRONMENTAL COORDINATION

BENEN will coordinate with the District's Environmental Consultant to assist with developing and submitting, for approval, the necessary environmental documentation for the project. If the District pursues and requires an

Initial Study/Mitigated Negative Declaration (IS/MND), this will include figures and a project description for use by the environmental consultant as well clarifications to questions. For Projects that are Categorically Exempt, the District will file the CEQA Exemption and BENEN will support with the project description, if needed.

ASSUMPTIONS

- The District will provide environmental compliance documentation (Notice of Exemption or IS/MND) to meet California Environmental Quality Act (CEQA) requirements

DELIVERABLES

- Project Description Information
- Environmental Document Review

TASK 5 BIDDING SERVICES

BENEN will coordinate with plan clearing houses for printing and distribution of project plans, specifications, addenda, etc. BENEN will conduct pre-bid meeting with prospective contractors and coordinate with the District on the date, location, and agenda for the meeting. The workshop/meeting is scoped under Subtask 1.2. BENEN will prepare addenda per District direction and will coordinate with plan rooms for posting. BENEN will prepare a complete set of conformed plans and specifications incorporating all addenda, and inquiries during the bidding period to provide to the District following the bid open. BENEN will conduct bid opening with prospective contractors and coordinate with the District on the date, and location. BENEN will review the submitted bids for completeness and responsiveness and provide the District an Engineer's Recommendation for Award.

ASSUMPTIONS:

- Three (3) Addenda are assumed during the bidding period
- The District will provide BENEN with addendum template

DELIVERABLES

- Conformed Plans and Specifications
- Engineer's Recommendation for Award Review
- Electronic PDF of all deliverables

TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION

SUBTASK 6.1. REVIEW SUBMITTALS AND RFIS

BENEN will coordinate with a Construction Manager during project construction. The Construction Manager will be selected by the District. BENEN will prepare a list of submittals required to be prepared and submitted by the Contractor during construction. BENEN will review submittals, which will be logged in a matrix/spreadsheet and provided to the District. BENEN will also review requests for information (RFIs) and contract change order (CCO) requests made by the Contractor. BENEN will provide responses and solutions, and prepare revised plans or clarification exhibits, as required. RFIs will be logged in a matrix and provided to the District.

ASSUMPTIONS

- Twenty (20) Submittals are assumed during construction
- Five (5) resubmittals are assumed during construction

DELIVERABLES

- Submittal Tracking Spreadsheet
- Submittal, RFI, and CCO Responses

SUBTASK 6.2. CONSTRUCTION MEETINGS

BENEN will attend site visits to verify site conditions and/or evaluate constructability due to circumstances that arise during construction. BENEN will attend construction meetings as required to clarify RFIs or other construction concerns.

ASSUMPTIONS

- Three (3) RFIs are assumed during construction
- Three (3) in-field construction meetings are assumed

SUBTASK 6.3. RECORD DRAWINGS

BENEN will collect the final redline set of plans from the Contractor upon completion of the project and prepare record drawings based on as-built information during construction. BENEN will provide record drawings to the District in PDF and AutoCAD electronic formats.

DELIVERABLES

- Record Drawings (PDF and AutoCAD)

SUBTASK 6.4. STATE WATER RESOURCES CONTROL BOARD WAIVER

BENEN will review the District prepared construction documentation in accordance with the State Water Resources Control Board waiver conditions, verification forms, and provide letter acknowledging compliance with State Water Resources Control Board waiver condition.

DELIVERABLES

- Letter of Acknowledgement

SUBTASK 6.5. MATERIALS TESTING AND SPECIAL INSPECTION (OPTIONAL)

To maintain continuity of geotechnical interpretation, GEOCON recommends that geotechnical testing and observation services be contracted during construction. Through testing and observation services GEOCON will verify that conditions encountered during grading/earthwork are similar to those encountered during their investigation, and that their recommendations have been properly implemented. Maintaining the same Geotechnical Engineer of Record throughout design and construction can significantly reduce the potential for contractor change orders.

In addition, Geocon can also provide the required construction materials testing and special inspection services for the project. At this time, specific development plans and a construction schedule have not yet been established, both of which are key factors in estimating a fee for construction materials testing and inspection services. Geocon typically reviews the project design plans, the specific testing and inspection requirements, and the proposed construction schedule to develop a fee estimate for their services. They will prepare a fee estimate for construction services once project details have been developed and the general construction schedule has been established.

OTHER ASSUMPTIONS

- No hydraulic modeling is required. Pipelines will be designed using the provided pipe diameters and pipe materials.
- Public Outreach will be provided by the District
- The District will provide to BENEN:
- Available as-built/record drawings
- District's boilerplate front end specifications

- Easement acquisition will not be required for this project.
- District will perform the requested potholing and provide horizontal and vertical alignments and well as material and size of utility.
- The District will be responsible for associated fees.
- Compaction testing will be provided by others
- Construction Management and Inspection services will be provided by others.

signage, etc. Additionally, if requested, our team can provide assistance with management of the funding including reimbursement requests, reporting, and/or close out documentation.

CORROSION PROTECTION

District standards require Ductile Iron Pipe for the transmission main. To ensure corrosion protection along the alignment, we have engaged both **Geocon Consultants** and **Corrpro** to provide a geotechnical report and corrosion protection design for the project.

RESOLVING IN-FIELD CONFLICTS DURING CONSTRUCTION

As with any project, unforeseen conditions are often revealed during construction posing a risk to the District. BENEN will spend extra time to identify and accurately illustrate every service, utility, and tie-in. One common complication faced during main replacement projects is the ability to properly tie into the existing main, particularly with an old Asbestos Concrete Pipe. We will include instructions to the contractor, directing them to anticipate needing to cut back a small portion of the existing tie-in main to make the connection properly. This will assist in preventing change orders. However, unforeseen conditions are still a possibility. Our team will be available and ready to address any changes needed quickly to avoid delays to the contractor.

By addressing these challenges through early coordination, disciplined project management, and transparent communication, BENEN will help CWD mitigate risk, maintain schedule control, and achieve a successful outcome.

SCHEDULE

The following proposed schedule for the project includes additional time for our proposed vigorous data collection, services identification, and alignment selection. Our schedule includes our QA/QC program as well as District review time. The schedule can be modified to meet the District's needs.

EVENT	# WEEKS	DATE
Notice to Proceed	0	1/1/2026
Data Collection	10	3/12/2026
60% Design Deliverable	6	4/23/2026
District Review	1	4/30/2026
90% Design Deliverable	5	6/4/2026
Submit for DDW Waiver	0	6/4/2026
Submit for County Encroachment	0	6/4/2026
Submit for Sac Metro Approval	0	6/4/2026
District Review	1	6/11/2026
100% Design Deliverable	4	7/9/2026
District Review	1	7/16/2026
Final Signed PS&E	2	7/30/2026
Bid Project	1	8/6/2026
Construction Bids Due	6	9/17/2026
Award	2	10/1/2026
Construction Start	2	10/15/2026
Construction Complete	16	2/4/2027

COST PROPOSAL

Fee Estimate

Client: Carmichael Water District

Consultant: Bennett Engineering Services Inc (BENEN)

Project: Garfield Avenue Transmission Line Replacement Project

Date: November 11, 2025



Employee Names										Project Admin 2		TOTAL	
Engineer 9					Engineer 8					Engineer 5		Project Admin 2	
Mike Messaro					Stacey Lynch					Kali Sethares		Christian Righton	
204 \$/hr					203 \$/hr					180 \$/hr		105 \$/hr	
Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	MISC. EXPENSES	UNICO
Task 1 Project Management and Coordination										BENEN Subtotal		Contract	
1.1. Project Administration										\$0		\$0	
16 hrs	\$0	16 hrs	\$7,359	13 hrs	\$0	6 hrs	\$1,080	4 hrs	\$420	41 hrs	\$9,597	\$200	\$6,608
16 hrs	\$4,864	4 hrs	\$1,132	13 hrs	\$0	6 hrs	\$1,080	14 hrs	\$1,470	20 hrs	\$5,996	\$50	\$10,697
1.2. Project Meetings (13 meetings)										\$750		\$0	
1.3. Quality Control										\$0		\$0	
Subtotal										\$24,001		\$24,751	
Task 2 Data Collection										Contract		Contract	
2.1. Topographic and Boundary Survey										\$0		\$0	
2.1.b Easement Plots and Legal Descriptions (OPTIONAL)										\$0		\$0	
2.2. Geotechnical Report (OPTIONAL)										\$0		\$0	
Subtotal										\$0		\$0	
Task 3 Design Services										\$0		\$0	
3.1. Site Visit and Document Research										\$0		\$0	
3.2. Utility Coordination										\$0		\$0	
3.3. Permitting Coordination										\$0		\$0	
3.4. 60% Plans & Estimate										\$0		\$0	
3.5. 90% PSBE										\$0		\$0	
3.6. 100% PSBE										\$0		\$0	
Subtotal										\$0		\$0	
Task 4 Permitting, Coordination, and Environmental Documentation										\$0		\$0	
4.1. Permitting and Coordination										\$0		\$0	
4.2. Environmental Coordination										\$0		\$0	
Subtotal										\$0		\$0	
Task 5 Bidding Services										\$0		\$0	
5.1. Bidding Services										\$0		\$0	
Subtotal										\$0		\$0	
Task 6 Engineering Services During Construction										\$0		\$0	
6.1. Review Submittals and RFIs										\$0		\$0	
6.2. Construction Meetings (3 meetings)										\$0		\$0	
6.3. Record Drawings										\$0		\$0	
6.4. State Water Resources Control Board Waiver										\$0		\$0	
Subtotal										\$0		\$0	
PROJECT TOTAL										\$0		\$0	
OPTIONAL TASKS										\$0		\$0	
2.1.b OPTIONAL: Plots and Legal Descriptions (10)										\$0		\$0	
2.3. OPTIONAL: Geotechnical Report										\$0		\$0	
6.5. OPTIONAL: Material Testing and Special Inspection (FEE TBD after bid phase)										\$0		\$0	
OPTIONAL TASKS TOTAL										\$0		\$0	
PROJECT TOTAL with OPTIONAL TASKS										\$0		\$0	

Additional Fee Information

This fee estimate is valid for 30 days from the date shown above.

This fee estimate contains an abbreviated list of staff classifications and does not restrict BENEN to those classifications. BENEN reserves the rights to distribute funds differently based on project needs.

Standard hourly rates contain an approximation of the breakdown between labor, expenses, and overhead.

Work required to be performed during an overtime period (as mandated by California law) may be charged at a 25% premium.

Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.

Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

Rates are subject to change annually effective July 1st.

This fee estimate is valid for 30 days from the date shown above.

This fee estimate contains an approximation of the breakdown between labor, expenses, and overhead.

Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 25% premium.

Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.

Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

Rates are subject to change annually effective July 1st.

251011-Carmichael WD - Garfield Ave Agreement_20251216

Final Audit Report

2025-12-16

Created:	2025-12-16
By:	Melanie Reynolds (mreynolds@ben-en.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUPSB2UJ-qxp-xbL98CxTD90RI0Nld9Sf

"251011-Carmichael WD - Garfield Ave Agreement_20251216" History

-  Document created by Melanie Reynolds (mreynolds@ben-en.com)
2025-12-16 - 9:09:00 PM GMT
-  Document emailed to Stacey Lynch (slynch@ben-en.com) for signature
2025-12-16 - 9:09:17 PM GMT
-  Email viewed by Stacey Lynch (slynch@ben-en.com)
2025-12-16 - 9:21:51 PM GMT
-  Document e-signed by Stacey Lynch (slynch@ben-en.com)
Signature Date: 2025-12-16 - 9:22:14 PM GMT - Time Source: server
-  Agreement completed.
2025-12-16 - 9:22:14 PM GMT



Adobe Acrobat Sign

of their work. Top on their priority list is to understand their clients' objectives and expectations. They provide value to their clients by sharing their goal of effectively managing the costs of the projects which they are assigned. Their survey team has the technology and experience to address any surveying needs, including topographic mapping, bathymetric (hydrographic)

surveys, ALTAs, boundary surveys, construction staking, easements, aerial surveys, right-of-ways, terrestrial LiDAR scanning and drone surveying. Using the latest in GPS and robotic total station technology, they work efficiently and deliver accurate results. They are experienced in delivering projects that meet local, state, and federal requirements.

HOURLY BILLING RATES



PROFESSIONAL STAFF RATE SCHEDULE | 2025/2026 FISCAL YEAR

BILLING CLASSIFICATIONS	RATE CLASS	CHARGE RATE
ENGINEER/ SURVEYOR		
	10	\$319
	9	\$304
	8	\$283
	7	\$263
	6	\$245
	5	\$231
	4	\$215
	3	\$203
	2	\$191
	1	\$180
PROJECT COORDINATOR		
	3	\$175
	2	\$150
	1	\$125

BILLING CLASSIFICATIONS	RATE CLASS	CHARGE RATE
DESIGNER/TECH		
	7	\$206
	6	\$191
	5	\$170
	4	\$150
	3	\$135
	2	\$121
	1	\$105
PROJECT ADMINISTRATOR		
	5	\$180
	4	\$157
	3	\$132
	2	\$105
	1	\$90

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period.
- Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.

- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1, 2026

COST PROPOSAL

Fee Estimate

Client: Carmichael Water District

Consultant: Bennett Engineering Services Inc (BENEN)

Project: Garfield Avenue Transmission Line Replacement Project

Date: November 11, 2025

BENEN

Employee Names	Engineer 9		Engineer 8		Engineer 5		Engineer 1		Project Admin 2		BEN EN Subtotal	MISC. EXPENSES	UNICO	Geocon	CorrPro	TOTAL						
	Mike Massaro		Stacey Lynch		Kati Sethares		Christian Raganit		Melanie, Ashlee, Kim													
	304 \$/hr	283 \$/hr	231 \$/hr	180 \$/hr	105 \$/hr																	
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost												
Task 1 Project Management and Coordination																						
1.1. Project Administration	hrs	\$0	26 hrs	\$7,358	hrs	\$0	hrs	\$0	10 hrs	\$1,050	36 hrs	\$8,408	\$200	\$0	\$0	\$8,608						
1.2. Project Meetings (13 meetings)	hrs	\$0	18 hrs	\$5,094	13 hrs	\$3,003	6 hrs	\$1,080	4 hrs	\$420	41 hrs	\$9,597	\$500	\$0	\$0	\$10,097						
1.3. Quality Control	16 hrs	\$4,864	4 hrs	\$1,132	hrs	\$0	hrs	\$0	hrs	\$0	20 hrs	\$5,996	\$50	\$0	\$0	\$6,046						
Subtotal	16 hrs	\$4,864	48 hrs	\$13,584	13 hrs	\$3,003	6 hrs	\$1,080	14 hrs	\$1,470	97 hrs	\$24,001	\$750	\$0	\$0	\$24,751						
Task 2 Data Collection																						
2.1. Topographic and Boundary Survey	hrs	\$0	2 hrs	\$566	4 hrs	\$924	8 hrs	\$1,440	hrs	\$0	14 hrs	\$2,930	\$50	\$70,150	\$0	\$0	\$73,130					
2.1.b Easement Plats and Legal Descriptions (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0					
2.2. Geotechnical Report (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0					
Subtotal	hrs	\$0	2 hrs	\$566	4 hrs	\$924	8 hrs	\$1,440	hrs	\$0	14 hrs	\$2,930	\$50	\$70,150	\$0	\$0	\$73,130					
Task 3 Design Services																						
3.1. Site Visit and Document Research	hrs	\$0	2 hrs	\$566	8 hrs	\$1,848	8 hrs	\$1,440	hrs	\$0	18 hrs	\$3,854	\$190	\$0	\$0	\$0	\$4,044					
3.2. Utility Coordination	hrs	\$0	hrs	\$0	2 hrs	\$462	10 hrs	\$1,800	hrs	\$0	12 hrs	\$2,262	\$110	\$0	\$0	\$0	\$2,372					
3.3. Potholing Coordination	hrs	\$0	2 hrs	\$566	12 hrs	\$2,772	4 hrs	\$720	hrs	\$0	18 hrs	\$4,058	\$200	\$0	\$0	\$0	\$4,258					
3.4. 60% Plans & Estimate	2 hrs	\$608	20 hrs	\$5,660	60 hrs	\$13,860	60 hrs	\$10,800	hrs	\$0	142 hrs	\$30,928	\$1,550	\$0	\$0	\$6,900	\$39,378					
3.5. 90% PS&E	2 hrs	\$608	20 hrs	\$5,660	60 hrs	\$13,860	80 hrs	\$14,400	hrs	\$0	162 hrs	\$34,528	\$1,730	\$0	\$0	\$17,250	\$53,508					
3.6. 100% PS&E	2 hrs	\$608	20 hrs	\$5,660	80 hrs	\$18,480	70 hrs	\$12,600	hrs	\$0	172 hrs	\$37,348	\$1,870	\$0	\$0	\$5,750	\$44,968					
Subtotal	6 hrs	\$1,824	64 hrs	\$18,112	222 hrs	\$51,282	232 hrs	\$41,760	hrs	\$0	524 hrs	\$112,978	\$5,650	\$0	\$0	\$29,900	\$148,528					
Task 4 Permitting, Coordination, and Environmental Documentation																						
4.1. Permitting and Coordination	hrs	\$0	10 hrs	\$2,830	20 hrs	\$4,620	20 hrs	\$3,600	hrs	\$0	50 hrs	\$11,050	\$100	\$0	\$0	\$0	\$11,150					
4.2. Environmental Coordination	hrs	\$0	4 hrs	\$1,132	8 hrs	\$1,848	hrs	\$0	hrs	\$0	12 hrs	\$2,980	\$80	\$0	\$0	\$0	\$3,060					
Subtotal	hrs	\$0	14 hrs	\$3,962	28 hrs	\$6,468	20 hrs	\$3,600	hrs	\$0	62 hrs	\$14,030	\$180	\$0	\$0	\$0	\$14,210					
Task 5 Bidding Services																						
5.1. Bidding Services	4 hrs	\$1,216	12 hrs	\$3,396	12 hrs	\$2,772	2 hrs	\$360	hrs	\$0	30 hrs	\$7,744	\$100	\$0	\$0	\$0	\$7,844					
Subtotal	4 hrs	\$1,216	12 hrs	\$3,396	12 hrs	\$2,772	2 hrs	\$360	hrs	\$0	30 hrs	\$7,744	\$100	\$0	\$0	\$0	\$7,844					
Task 6 Engineering Services During Construction																						
6.1. Review Submittals and RFI's	4 hrs	\$1,216	10 hrs	\$2,830	25 hrs	\$5,775	8 hrs	\$1,440	hrs	\$0	47 hrs	\$11,261	\$100	\$0	\$0	\$0	\$11,361					
6.2. Construction Meetings (3 meetings)	hrs	\$0	16 hrs	\$4,528	6 hrs	\$1,386	hrs	\$0	hrs	\$0	22 hrs	\$5,914	\$300	\$0	\$0	\$0	\$6,214					
6.3. Record Drawings	hrs	\$0	4 hrs	\$1,132	12 hrs	\$2,772	20 hrs	\$3,600	hrs	\$0	36 hrs	\$7,504	\$100	\$0	\$0	\$0	\$7,604					
6.4. State Water Resources Control Board Waiver	hrs	\$0	1 hrs	\$283	2 hrs	\$462	4 hrs	\$720	hrs	\$0	7 hrs	\$1,465	\$100	\$0	\$0	\$0	\$1,565					
Subtotal	4 hrs	\$1,216	31 hrs	\$8,773	45 hrs	\$10,395	32 hrs	\$5,760	hrs	\$0	112 hrs	\$26,144	\$600	\$0	\$0	\$0	\$26,744					
PROJECT TOTAL	30 hrs	\$9,120	171 hrs	\$48,393	324 hrs	\$74,844	300 hrs	\$54,000	14 hrs	\$1,470	839 hrs	\$187,827	\$7,330	\$70,150	\$0	\$29,900	\$295,207					

OPTIONAL TASKS

2.1.b OPTIONAL: Plats and Legal Descriptions (10)	hrs	\$0	2 hrs	\$566	2 hrs	\$462	hrs	\$0	hrs	\$0	4 hrs	\$1,028	\$5,500	\$16,675	\$0	\$0	\$23,203
2.3. OPTIONAL: Geotechnical Report	hrs	\$0	2 hrs	\$566	8 hrs	\$1,848	4 hrs	\$720	hrs	\$0	14 hrs	\$3,134	\$50	\$0	\$35,650	\$0	\$38,834
6.5 OPTIONAL: Materials Testing and Special Inspection (FEE TBD after bid phase)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0
OPTIONAL TASKS TOTAL	hrs	\$0	4 hrs	\$1,132	10 hrs	\$2,310	4 hrs	\$720	hrs	\$0	18 hrs	\$4,162	\$5,550	\$16,675	\$35,650	\$0	\$62,037
PROJECT TOTAL with OPTIONAL TASKS	30 hrs	\$9,120	175 hrs	\$49,525	334 hrs	\$77,154	304 hrs	\$54,720	14 hrs	\$1,470	857 hrs	\$191,989	\$12,880	\$86,825	\$35,650	\$29,900	\$357,244

Additional Fee Information

- This fee estimate is valid for 90 days from the date shown above.
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1st.

This page intentionally left blank.

Topic: 2025 Fall Flows and Filter Membrane Maintenance

Date: January 6, 2026

Item For: Action

Submitted By: David Biagi, Production Superintendent

BACKGROUND

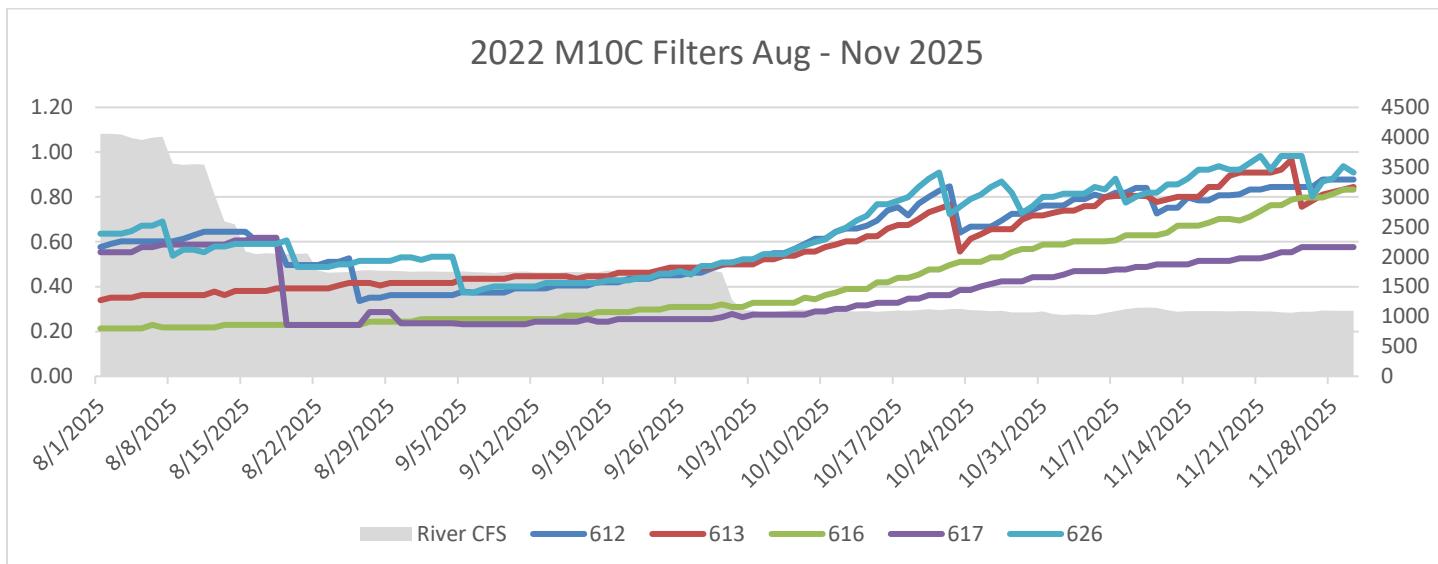
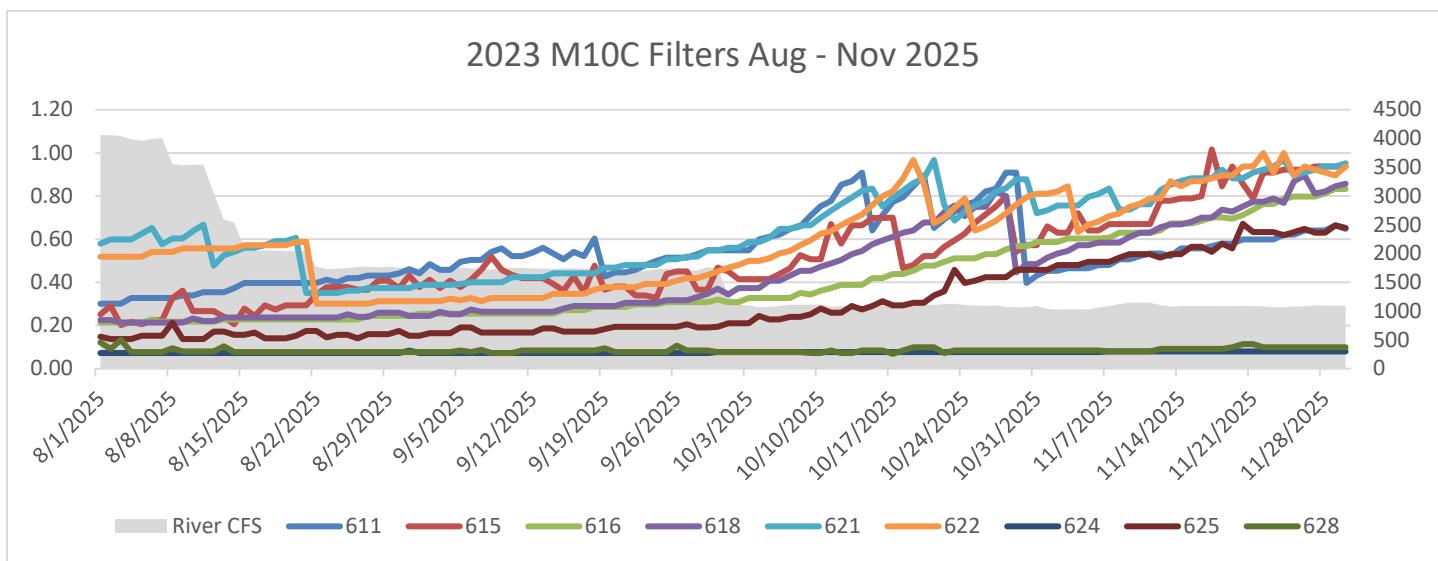
The Bajamont Water Treatment Plant (BWTP) uses the DuPont MEMCOR CMF M10C continuous microfiltration filter module, featuring hollow-fiber polypropylene membranes as the primary filtration media. The Two Primary filtration "Trains" consist of 8 filtration skids, each containing 90 filters per skid. The trains are fed by four (4) 300-HP VFD pumps, drawing surface water from the raw water caisson and ultimately from the three (3) Ranney Collectors on the American River. The Ranney Collectors were installed in 1959 and modified in 2001 to remove individual pumps and now operating as a gravity-fed system for the BWTP intake facility. The Ranney Collectors have a system of 8" lateral filters that sit at various elevations in the river bed. Collector 1 laterals sit at 31.4 ft. Collector 2 laterals sit at 36.3 ft, and Collector 3 laterals are at 31.5 ft and 27.5 ft.

SUMMARY/DISCUSSION

Maintenance is a significant part of keeping the filtration system operating at optimal levels. It is normal to see broken fibers that affect the pressure decay test (PDT), which requires production staff to replace O-rings or pin modules. A pressure decay test (PDT), also called a membrane integrity or pressure-drop test, is a non-destructive, air-based method to verify the integrity of filtration membranes. It detects breaches such as broken fibers, cracked pots, or failed O-ring seals that could allow pathogens or particles to bypass the membrane. Per the District operating permit with Division of Drinking Water (DDW), each filter skid must stay below a PDT of 1.0 psi.

This summer, we saw a dramatic rise in maintenance as river levels decreased. The flow of the American River significantly reduced from August to October, while demand remained steady. The releases from Nimbus Dam were dropped to 1700 cubic feet per second (CFS) in late August and then to its lowest flow of the season on October 1, 2025, at 1000 CFS. This placed strain on the collectors, resulting in a significant drawdown of the intake structures. Staff had to adjust operations to maintain minimum levels in the raw water caisson and Ranney collectors. **During the high releases in July and most of August, production averaged 13.363 MGD. Once flows were reduced to 1700 CFS, production averaged 10.700 MGD; at 1000 CFS, the plant averaged only 9.556 MGD.** Collector 2 becomes disconnected from the system for most of the summer due to its higher elevation in the riverbed. Collectors 1 and 3 met demand at the treatment plant until river flows were reduced to 1000 CFS. Water levels in Collectors 1 and 3 were observed to be at or below the lateral filters at 1000 CFS, causing cascading water in the Ranney Collectors and the junction structure, and increasing turbidity levels.

Maintenance on the filtration skids increased significantly in October, as river flows were reduced to 1000 CFS, as mentioned in the Production Board report previously. In September, staff repaired 8 modules, compared to 115 in October and 125 in November. Pressure Decay Test (PDT) numbers began to rise in October as river flows dropped to 1000 CFS. Most of the affected units have filters installed in 2022 and 2023. The graphs below (Fig. 1 & 2) show the rise over the past four months, and the sharp declines on individual skids indicate staff repairs. The graphs below have been separated by the installation year of the most affected filters.


Fig 1. River Flow and 2022 M10C PDT

Fig 2. River Flow and 2023 M10C PDT

Although the rise in maintenance appears to correlate with decreased river flows and higher demand on our Ranney Collectors, we have no evidence indicating the cause of the degradation on the filters. Staff have monitored iron and manganese weekly over the past two years and have not observed increases in those levels. Certified lab analysis of the source water for Dissolved Oxygen has not shown any abnormal results. Staff have observed a slight increase in the amount of sand and grit deposited in the filters during maintenance. We have contacted DuPont, the filter manufacturer, to assist in further investigating the sudden rise in filter degradation. Staff have made operational adjustments to keep the pumping levels higher in the collectors, aided by higher river flows from recent storms that have eased the demand on our intake structure and kept turbidity levels low.

Maintenance continues on the affected modules, but PDT numbers on many units remain high. Staff work daily to maintain PDT numbers below 1.0 PSI to ensure compliance with District's permit, but replacement modules will soon be required.

FISCAL IMPACT

Replacement modules for the affected filters will be needed, totaling 2 membrane purchases for this FY. 2023 Modules may meet warranty conditions for a prorated value, and Staff is working with Dupont to receive maximum value. At a minimum, 180 modules will be needed in the short term to maintain the PDT on the four 2022 Units. Cost, including shipping, 180 Modules from Dupont is \$194,000. Of the \$200,000 budgeted for membrane expense replacement this fiscal year, \$188,000 has already been spent leaving a balance of only \$11,726. To accommodate this additional \$194,000 membrane purchase, usage of the FY2025-26 annual \$200,000 Membrane Reserve contribution will be needed to complete the purchase, requiring Board authorization and approval for usage of the Membrane Reserves. Golden State Water Company (GSWC) will contribute, \$39,770, 20.5% of the total purchase price, in accordance with the Diversion, Treatment, and Delivery Agreement.

RECOMMENDATION

Staff recommends the Board of Directors approve and authorize usage of the FY2025-26 annual \$200,000 Membrane Reserve contribution to purchase additional membranes, increasing the budgetary expense this fiscal year for membrane expense to \$400,000.

This page intentionally left blank.

**CARMICHAEL WATER DISTRICT
GENERAL MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of January 20, 2026, in Carmichael, California, by and between the Carmichael Water District ("District") and Cathy Lee ("General Manager" or "Ms. Lee").

RECITALS

- A.** The Board of Directors of the District (the "Board") desires to employ the services of Ms. Lee as General Manager of the District, and to provide certain benefits, establish certain conditions of employment, and to set working conditions of the General Manager; and
- B.** Ms. Lee consents to be employed as General Manager of the District on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises above-stated and the mutual covenants, terms and conditions contained herein, the parties agree as follows:

- 1. Employment.** The District hereby agrees to employ Ms. Lee as General Manager (including the duties of Board Secretary) of the District to perform the functions and duties of General Manager as specified in the District's Policy Manual, Director's Policy Manual, and General Manager job description, this Agreement, and as directed from time to time by the Board. Ms. Lee hereby accepts such employment as General Manager of the District. In accordance with the provisions of sections 53262 and 54957 of the Government Code, this Agreement is subject to ratification in an open session of a regular meeting of the Board.
- 2. Term.** The term of this Agreement shall be from January 20, 2026 to January 19, 2029 ("Term"). The term of this Agreement may be extended or modified upon mutual written agreement of the Board and Ms. Lee.
- 3. Duties.** Ms. Lee will be the chief executive officer of the District, and will work under the direction of the Board. Ms. Lee's duties under this Agreement will be those enumerated in the policy manuals and assigned to the office of the General Manager and District Secretary, as described in the job description for the General Manager position and as adopted and amended from time to time by the Board, and such other duties and responsibilities as may be assigned by the Board.
 - a. Within four months after execution of this Agreement, Ms. Lee will create and diligently work to fill a position at the District dedicated to communications, subject to approval by the Board.

b. As soon as practicable, but no later than three months following execution of this Agreement, Ms. Lee will obtain human resources consulting services for the District on an as-needed basis.

4. Work Hours. Ms. Lee will devote her full time, attention and energies to her duties, and will be available to work at such times as necessary to fully and competently perform the duties of General Manager, regardless of the number of hours involved. The compensation provided under section 6 of this Agreement is the total salary for all work that the General Manager performs under this Agreement. As an exempt employee, the General Manager shall not be entitled to any form of compensation for hours worked in excess of a forty-hour work week. Ms. Lee acknowledges that the duties of General Manager may require an average of more than forty hours per week, and that some day-to-day work hours may vary (for example on Board or committee meeting days). Normal office hours for the General Manager shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. It is understood that the General Manager may adjust said work hours as appropriate and consistent with her obligations hereunder. Ms. Lee will notify the Board when she is absent for vacation or sick leave and will do so in advance when practicable. Ms. Lee will notify the Board and staff of the staff person that will assume the responsibilities of the General Manager when she is absent for these reasons.

5. Outside Activities. The General Manager shall be committed to the management of the District. Accordingly, the General Manager shall not engage in any activities that conflict with or are otherwise incompatible with her duties and responsibilities as General Manager. The Board will consider Board-approved service rendered to the water industry in the form of participation in the trade and professional associations to be acceptable activities, so long as the work of the General Manager on behalf of the District is not adversely affected. The General Manager shall submit annually a budget of the hours and direct expenses which represent an estimate of the cost of participation in such outside activities for review and approval by the Board in conjunction with the District's annual budget.

6. Compensation. Retroactive to April 1, 2025, and during the term of this Agreement, Ms. Lee will be paid a salary in the amount of \$21,676.13 per month (\$260,114 per year). The District will pay Ms. Lee in accordance with the pay periods established for all District employees. On the basis of the evaluation and review described in section 11 of this Agreement, the Board will consider the General Manager for adjustments in her compensation annually beginning in 2027.

7. Benefits. The District shall provide the General Manager during the Term with the following benefits:

a. The General Manager shall be provided with health insurance, dental insurance, vision care insurance, life insurance, and long-term disability insurance benefits on the same terms and conditions as other full-time employees of the District in accordance with the District's Policy Manual, as that manual may be amended by the Board from time to time.

- b. The General Manager shall be provided with worker's compensation and unemployment insurance on the same terms and conditions as other full-time employees of the District in accordance with the Policy Manual.
 - c. The General Manager shall receive retirement benefits on the same terms and conditions as other full-time employees of the District in accordance with the Policy Manual.
 - d. The General Manager shall receive paid holidays consistent with the Policy Manual.
 - e. The General Manager shall be granted 25 days of paid vacation time per calendar year. Paid vacation time earned by the General Manager shall otherwise be subject to the same terms and conditions as paid vacation earned by other full-time employees of the District under the Policy Manual. The General Manager will record and report vacation time taken in the same manner as other full-time employees.
 - f. The General Manager shall receive paid sick leave on the basis of eight hours sick leave for each full calendar month of employment, or 12 days per year. The General Manager's use of, and payment for, unused sick leave shall be subject to the Policy Manual.
 - g. Ms. Lee will be entitled to be reimbursed for the reasonable amount of her actual and necessary expenses incurred in carrying out her duties as General Manager. The District agrees to maintain memberships in professional and trade associations and pay dues for such institutional and professional organizations as requested by the General Manager and approved in advance by the Board. In addition, the General Manager shall be reimbursed for conferences, seminars or other meetings, travel, and subsistence expenses and other job affiliated, non-personal expenses incurred in the conduct of District business. Attendance at conferences, seminars or similar meetings shall be approved by the Board. Claims for reimbursement shall be supported by vouchers, receipts, statements, or personal affidavits, and shall be submitted for approval in accordance with the District's normal practices for approving employee reimbursements.
 - h. The District will reimburse the General Manager for use of her personal vehicle while on District business at the mileage rates established for other employees of the District. This provision does not apply to the General Manager's commute to and from work.
 - i. The General Manager shall have the same benefits as other full-time employees of the District with respect to court duty as specified in the Policy Manual.
 - j. The General Manager shall not be entitled to any compensation and benefits other than those set forth in section 6 and this section of this Agreement.
- 8. Training.** The Board will provide Ms. Lee with the names of individuals or firms capable of providing Ms. Lee with one-on-one management coaching services. Within three months following provision of these names to Ms. Lee, Ms. Lee will present a contract for these services

to the Board for consideration and approval. Ms. Lee will complete the coaching within one year following approval of the consulting services by the Board.

9. Termination. This Agreement may be terminated in any one of the following ways:

a. By mutual agreement of the parties, expressed in writing.

b. The General Manager may terminate this Agreement by voluntary resignation of her position. In the event that the General Manager voluntarily resigns, she shall give the District at least 60 days' advance written notice of her last day of work. Ms. Lee shall be entitled to all earned salary and other earned benefits up to the effective date of her resignation.

c. The Board may terminate the General Manager's employment for any reason and at any time immediately upon notice to the General Manager. If this occurs, and notwithstanding the Term of the Agreement, the District will pay the General Manager a cash severance equal to six months' salary if termination occurs, except in those circumstances described in sections 9.d., and 9.e. The General Manager also shall be paid earned salary and other earned benefits up to the date of termination. After separation, the General Manager shall be entitled to continue health insurance coverage under the District's group plans in which she has participated at her own expense pursuant to COBRA. In addition, if the General Manager is convicted of a crime involving an abuse of her office or position, the General Manager shall fully reimburse to the District any cash severance received under this section 9.c. "Abuse of office or position" means the definition in California Government Code section 53243.4.

d. Notwithstanding section 9.c., above, in the event that the Board terminates the General Manager because the General Manager fails to timely comply with sections 3.a., 3.b., 8, or 11 (failing to acknowledge, in writing, receipt of her review), then the District will have no obligation to pay any severance pay designated in section 9.c.

e. Notwithstanding section 9.c., above, in the event that the Board terminates the General Manager because: the General Manager: (1) is convicted of any crime, (2) commits any offense involving a violation of her official duties, (3) abuses her office or position, or (4) commits any offense which by statute provides for her removal from office or the forfeiture of her position, then the District shall have no obligation to pay any severance pay designated in section 9.c. However, the General Manager shall be paid any earned salary and other earned benefits up to the date of termination.

f. As required by California Government Code section 53260, and notwithstanding the Term of this Agreement or any different arrangement set forth in this section 9, if this Agreement is terminated the maximum cash settlement that the General Manager can receive is an amount equal to her monthly salary multiplied by the months left on the unexpired term of the Agreement.

g. Notwithstanding any other provision in this section 9, if the District places the General Manager on paid administrative leave pending an investigation into her suspected or alleged wrongdoing, any salary provided for the paid administrative leave shall be fully repaid by the

General Manager to the District if the General Manager is convicted of a crime involving an abuse of her office or position. “Abuse of office or position” means the definition in California Government Code section 53243.4.

10. Absence Without Pay. Except as required by law, the General Manager shall be permitted to take a leave of absence without pay only upon the prior written approval of the Board, and for such a term as the Board may approve. No vacation time or sick leave shall accrue to the General Manager’s credit during the period of any such leave of absence. The Board may require the General Manager to exhaust all accrued vacation and/or sick leave before being eligible to request unpaid leave, or that the General Manager use her accrued vacation and/or sick leave during the leave, depending on the reason for the leave.

11. Evaluation and Review. The Board shall formally review and evaluate the performance of the General Manager annually between January - March. As part of this annual process, the Board shall provide the General Manager with a written performance review, and the General Manager shall acknowledge, in writing, receipt of the review.

12. Legal Defense. In addition to other rights provided by law, the General Manager shall be entitled to legal defense from the District, at the District’s expense, for an administrative proceeding or a criminal action or proceeding brought against the General Manager if the Board finds:

a. The administrative or the criminal action proceeding is brought on account of an act or omission in the scope of the General Manager’s employment by the District; and

b. The Board determines that such defense would be in the best interest of the District and that the General Manager acted, or failed to act, in good faith, without actual malice and in the apparent interest of the District.

Notwithstanding the above, if the District expends funds for the legal criminal defense of the General Manager and the General Manager is convicted of a crime involving an abuse of her office or position, any such funds shall be fully reimbursed by the General Manager to the District. “Abuse of office or position” means the definition set forth in California Government Code section 53243.4.

13. Notices. Any notice to be given to Ms. Lee will be sufficiently served if delivered personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to Ms. Lee at her most recent residence address as shown on the District’s payroll records. Any notice to be given to the District will be addressed and delivered or mailed to the Board at the District office.

14. Entire Agreement. This Agreement constitutes the sole, entire, integrated and exclusive contract between the parties respecting Ms. Lee’s employment by the District, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this Agreement are void and of no effect.

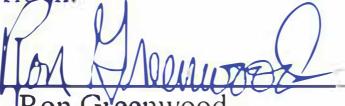
15. Amendment. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by the District must be approved by the Board in a noticed regular public meeting. Individual Directors do not have the authority, express or implied, to amend, modify, waive or in any way alter this Agreement or the terms and conditions of Ms. Lee's employment.

16. Severability. If any provision or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion of it, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

17. No Assignment. This Agreement is personal to Ms. Lee. Neither the Agreement nor any part of it may be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

18. Construction and Interpretation. The parties acknowledge and agree that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to review and revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

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

By: 
Ron Greenwood,
President, Board of Directors

By: 
Cathy Lee

Topic: January Informational Update for the La Vista Tank and Booster Pump Station Project

Date: January 5, 2026

Item For: Information

Submitted By: Greg Norris, Engineering Manager

BACKGROUND

The La Vista Tank and Booster Pump Project began construction in June 2021. The contractor was selected to be Koch and Koch Inc. (KKI) through a competitive bidding process. Project work progressed through March 2023, at which time PCB was found on site. The PCB had originated from the existing tank's lining and been spread on site during demolition. Construction stopped while the project site was remediated and did not start back until December 2023. KKI continued construction into April of 2024 at which time they stopped work due to a dispute with the contract.

A Reinstatement Agreement was executed by the District on February 19, 2025 specifying that the contractor has 458 days to complete the work from that date. In anticipation to KKI returning to work, the District hired Toppel Consulting (Toppel) in January 2025 to perform construction management duties and re-initiated the existing agreement with Kennedy-Jenks (KJ) to perform engineering duties.

SUMMARY/DISCUSSION

Since last month's report, KKI has focused primarily on finishing construction of the new pump building, both interior and exterior, as well as, installation of the new well equipment; SCADA, and miscellaneous items.

Toppel consulting coordinated four weekly meetings since last month's report, processed RFIs, scheduled special inspections, and tracked progress. See Attachment 1.

Change orders for this month are as follows:

- CO#40: Early install of Entry Gate Loops - \$ 1,377.32
- CO#41: Well shaft check and straightening - \$ 3,439.16

Remaining contingency funding available is- \$ 44,174.27

Work progress is consistent with the Critical Path Method (CPM) schedule shown in Attachment 2.

Fencing work associated with the neighbor's claim was completed and accepted. Attachment 3 is a copy of the email sent from the owner's representative.

ATTACHMENT(S)

1. Toppel Consulting Monthly Report
2. Toppel Consulting CPM Analysis Report
3. Copy of email from neighbor's representative.

TOPPEL CONSULTING, INC

Carmichael Water District

PROJECT UPDATE

Date: 12/01/25
Project: La Vista Tank Replacement
CWD: Greg Norris
Construction Manager: Adam Boje
Project Architect: Kennedy Jenks
Contractor: Koch & Koch Construction

Project Start Date: 09/20/21
Project Duration: 600 cal days
Project Completion Date (orig): 05/12/23
Project Completion Date (rev): 05/23/26 **Date is on Schedule**

Bid Amount: \$8,381,907.00

Total Contract Amount: \$8,381,907.00

Change Orders Thru CO#41 \$1,943,283.70

Revised Contract Amount: \$10,325,190.70

CHANGE ORDERS

Approved COR's	Approved Amount	Description
No. 1	\$7,000.00	WDC 04-Ringwall Footing Excavation
No.2	\$19,696.77	Frontage Bond/Tank Removal/Drawings Changes
No.3	\$24,697.60	Fire Hydrant Laterals 3/30/22 Revision RFI 028
No.4	\$7,480.00	CMU Wall Conflict with AT&T Vault Apron RFI 041
		RFI 20 Conflict w/service Laterals/Additional 45's
No.5	\$25,641.22	@Robertson Tie-in
No.6	\$6,702.88	RFQ 003 Additional 16" BFV
No.7	\$19,591.97	RFI 020 Potholing WDC's 05/06/07
No.8	\$4,311.05	RFI 057 Abandon near Marconi Tie-in
No.9	\$6,038.60	RFI 042 FH Lateral Vertical Clearances
No.10	\$12,909.62	Unsuitable Subgrade Material Marconi Ave SDMH
		Concrete Thrust Block (@ existing 12" AC Waterline Tee
No.11	\$1,378.95	Fitting STA 18+08)
No.12	(\$10,000)	FRI 48 Tank Floor Underside Primer
No.13	\$13,712.85	RFI 11 Wet Subgrade Material
No.14	\$1,528.26	RFQ 005 Vapor Retarder Beneath Chemical Feed Room
No.15		Delayed Start Claim (letter from KKI dated May 23,2022)
No.16	\$636.74	RFI 54 SWBD & Generator Load Bank Pads
		RFQ 006 Hypochlorite Feed Pump Discharge Flow Switch
No.17	(\$1,559.80)	FSL-303 Deletion
No.18		Weather Delay Claim
No.19	\$6,397.23	RFQ 004- SMUD & Electrical Changes
No.20	\$3,140.73	RFQ 007 Attic Vents
No.21	(\$2,500.00)	RFI 72 Tank Adhesion Testing and RFI8- Tank Exterior
No.22[/	\$3,777.34	Holiday Testing
		RFI 89 Existing Tank Connections

TOPPEL CONSULTING, INC

No.23	\$26,941.79	WDC-09 Covering of Known PCB Tank Coating & WDC 10 Baker Tank & Pumps Procurement
No.24	\$14,458.50	WDC-09 Covering of Known PCF Tank Coating (Associated costs for Standard Demolition excavator stand-by)
No.25	\$31,049.32	WDC-10 Baker Tank & Pumps Procurement (Additional costs for monitoring site/tanks/pumps)
No.26	\$339,017.03	WDC-11 Existing Tank Off-Hauling
No.27	\$15,711.18	WDC-12 Additional Baker Tank Procurement
No.28	\$6,537.21	WDC-13 Baker Tank Water Disposal
No.29	\$1,466.72	WDC-14 Baker Tank Water Quality Testing
No.30	\$19,039.97	WDC 15 – 21K Gallon Baker Tank Water Disposal
No.31	\$34,767.31	Generator Warranty Preservation Services
		Other, Sub Matrl Increases, Anticipated Increases
No.32A	\$1,391,614.16	(Reinstatement Agreement)
No.32B	(\$147,000.00)	Credit for Asphalt (Reinstatement Agreement)
No.33	\$3,272.77	COR FI3R1 Redig Electrical Trench

No. 34	\$18,357.66	F.I.2R1 Temp Elec for Cathodic Protection. WorkSmart Automation. Building Pump Station Footing Changes per RFI 122
No. 35	\$6,132.07	F.I.1 Work Required for Remobilization
No. 36	\$3443.30	Sewer Line connection changes
No. 37	\$11,184.70	Removal and disposal of existing 12" AP Piping
No. 38	\$3,687.22	Additional Breakers per Submittal 157. Tesco Supply Only
No. 39	\$8,204.30	Additional Breakers Installation and Labor Costs per Submittal 157 Review
No. 40	\$1,377.32	Installation of Gate Loops in Trench
No. 41	\$3,439.16	Well Pump Shaft Straightening
Total Approved COR's		
	\$1,943,283.70	

**Change Order Costs Pending,
or Currently Under Review**

Submitted Amount

Description

Total COR Costs Pending

Total Submitted Value

Project Description:

The proposed work consists of construction of improvements to La Vista Tank and Booster Pump Station site and adjoining access road, but not limited to, demolition of existing water storage tank and pump station, replacement of the existing well pump and piping, and construction of a new 3.0 MG welded steel water storage tank and aboveground booster pump station, standby generator, electrical work, instrumentation and controls, and site improvements including concrete masonry unit wall, site grading, paving, drainage, yard piping, painting, and water transmission mains and storm drain along La Vista Avenue. Project earthwork is unbalanced and requires disposal of unsuitable material and importation of suitable material for engineered fill as set forth in the Contract Drawings and Technical Specifications.

Project Phase:

Schematic Design Phase
Design Development Phase
Construction Document Phase

Bidding Phase
Construction Phase
Closeout Phase
Warranty Phase
Other

TOPPEL CONSULTING, INC

La Vista Tank and Booster Pump Station

PROJECT UPDATE

Project Status as of: **12/01/25**

Sitework Systems:

- Completion of entrance sliding gate controls.
- Site Grading.
- Pouring of Well Pedestal.

Building Systems:

- Permanent Power Connected. Station Energized.
- Start up of Booster Pumps, Generator, Load Bank, HVAC, Chemical Pump, PLC, and SCADA
- Existing Well Pump removed.
- Existing Booster Pump Station demolished.

Outstanding Issues:

- 1) None This Period

Current and Anticipated Delays:

- 1) None This Period

TOPPEL CONSULTING, INC

Sliding gate controls



Removal of existing Well



Set Up Well Pedestal



Pour Well Pedestal



TOPPEL CONSULTING, INC

Installation of New Well Shaft



Generator/Load Bank Start Up



TOPPEL CONSULTING, INC.

December 17, 2025

Soren Darr
Project Manager
Koch & Koch Inc,

Project: La Vista Tank and Booster Pump Station
Subject: CPM Master Schedule Update#10- November 2025

Dear Soren,

We are in receipt of KKI's Schedule Update#10 for November 2025 provided on 12/11/25, with a Status Date (Data Date) of 11.30.25.

The review is based on the requirements outlined in the Specifications 00700 Section 5.16.2 and section 01311 CPM Construction Schedule.

The schedule was reviewed utilizing the Project Documents and the electronic files that were included with the Reinstatement Agreement.

Comments on the current update are as follows:

I. General Comments:

1. Schedule narrative letter provided. The project completion date remains unchanged from the October update. The project remains on schedule, and the total float remains at 62 days. Key activities were progressed or completed during this period, installation of the New Well Pump and Pedestal, completion of the acceptance testing, permanent power connection, station energization and demolition of the existing Booster Pump Station.

II. Completion Date

1. Contract Time

- i. The Reinstatement Agreement allows 458 Calendar days to complete the work.
 1. Notice to Proceed for Construction was issued on 02/19/25 equating to a Contract Completion date of 05/23/26.

TOPPEL CONSULTING, INC.

2. Update#10 maintains a projected completion date of 05/21/26, which is 2 calendar days ahead of the current 5.23.26 Completion Date

III. Schedule Review

1. The schedule format is in accordance with the Contract Documents and Reinstatement Agreement.
 - i. Several activities were progressed or completed during the November update, particularly related to the Well Rehab and existing Booster Pump Station
 - ii. Activity duration adjustments and resequencing were applied, but there were no adverse impacts to the critical path

2. Calendars

85	<input checked="" type="checkbox"/>	Complete Well Rehab and Site Work	87 d	Mon 7/14/25	Tue 12/16/25	<input type="checkbox"/>	Complete Well Rehab and Site Work
86	<input checked="" type="checkbox"/>	Install Piping - Sanitary Sewer Tie In	6 d	Mon 7/14/25	Tue 7/22/25	<input type="checkbox"/>	Install Piping - Sanitary Sewer Tie In
97	<input checked="" type="checkbox"/>	Pour Concrete - Remaining Site(Sidewalks, Bollards, Gate)	4 d	Mon 7/21/25	Thu 7/24/25	<input type="checkbox"/>	Pour Concrete - Remaining Site(Sidewalks, Bollards, Gate)
98	<input checked="" type="checkbox"/>	Cure Concrete - Remaining Site(Sidewalks, Bollards, Gate)	8 d	Fri 7/25/25	Thu 8/7/25	<input type="checkbox"/>	Cure Concrete - Remaining Site(Sidewalks, Bollards, Gate)
87	<input checked="" type="checkbox"/>	Shutdown/ Disconnect - Well Pump(11/3 per meeting with District)	1 d	Mon 11/3/25	Mon 11/3/25	<input type="checkbox"/>	Shutdown/ Disconnect - Well Pump(11/3 per meeting with District)
88	<input checked="" type="checkbox"/>	Remove - Existing Pump	2 d	Mon 11/3/25	Tue 11/4/25	<input type="checkbox"/>	Remove - Existing Pump
89	<input checked="" type="checkbox"/>	Demo - Concrete Pedestal	2 d	Wed 11/5/25	Thu 11/6/25	<input type="checkbox"/>	Demo - Concrete Pedestal
90	<input checked="" type="checkbox"/>	Pour Concrete - Well Pump Pedestal	3 d	Wed 11/5/25	Tue 11/11/25	<input type="checkbox"/>	Pour Concrete - Well Pump Pedestal
91	<input checked="" type="checkbox"/>	Cure Concrete - Well Pump Pedestal	6 d	Tue 11/11/25	Sun 11/23/25	<input type="checkbox"/>	Cure Concrete - Well Pump Pedestal
93	<input checked="" type="checkbox"/>	Install Piping - Well Discharge & Waste	10 d	Wed 11/12/25	Mon 12/1/25	<input type="checkbox"/>	Install Piping - Well Discharge & Waste
94	<input checked="" type="checkbox"/>	Install Electrical - Well Power & Control	11 d	Wed 11/12/25	Tue 12/2/25	<input type="checkbox"/>	Install Electrical - Well Power & Control
92	<input checked="" type="checkbox"/>	Install Pump - Well	3 d	Mon 11/24/25	Wed 11/26/25	<input type="checkbox"/>	Install Pump - Well
95	<input checked="" type="checkbox"/>	Pour Concrete - Well Pad	3 d	Tue 12/2/25	Thu 12/4/25	<input type="checkbox"/>	Pour Concrete - Well Pad
99	<input checked="" type="checkbox"/>	Install AB - Paving & Surfacing Areas	2 d	Mon 12/8/25	Tue 12/9/25	<input type="checkbox"/>	Install AB - Paving & Surfacing Areas
96	<input checked="" type="checkbox"/>	Start Up & Testing - Well	2 d	Mon 12/15/25	Tue 12/16/25	<input type="checkbox"/>	Start Up & Testing - Well
77							
78	<input checked="" type="checkbox"/>	Demo Existing BPS	5 d	Mon 11/3/25	Tue 11/11/25	<input type="checkbox"/>	Demo Existing BPS
79	<input checked="" type="checkbox"/>	Shutdown - Disconnect Utilities	2 d	Mon 11/3/25	Tue 11/4/25	<input type="checkbox"/>	Shutdown - Disconnect Utilities
80	<input checked="" type="checkbox"/>	Remove Piping - Temporary Well & Water	2 d	Tue 11/4/25	Wed 11/5/25	<input type="checkbox"/>	Remove Piping - Temporary Well & Water
81	<input checked="" type="checkbox"/>	Demo/Remove - Structure	2 d	Wed 11/5/25	Thu 11/6/25	<input type="checkbox"/>	Demo/Remove - Structure
82	<input checked="" type="checkbox"/>	Demo/Remove - Foundations	1 d	Thu 11/6/25	Thu 11/6/25	<input type="checkbox"/>	Demo/Remove - Foundations
83	<input checked="" type="checkbox"/>	Backfill & Grade	1 d	Mon 11/10/25	Tue 11/11/25	<input type="checkbox"/>	Backfill & Grade

- i. The schedule has been identified as being based on a 4-day 10hrs/day. In reviewing the schedule, 4-10hrs/day is now consistently applied across all activities.
 - ii. Holidays are properly integrated

3. Weather Days

- i. Fridays and Saturdays remain identified for potential weather recovery, consistent with prior updates.

TOPPEL CONSULTING, INC.

4. LONGEST PATH (Critical Path)

1. The longest path remains consistent with previous updates. It starts with Start Up & Testing – of the Well, ending with the final walkthrough and punch list. (See screenshot below)
- 2.



5. ACTIVITIES RIDING THE DATA DATE

- No activities are riding the DATA date of 11/30/25

6. October 25 Update #9/ November 25 Update#10 Comparison

- i. Toppel Consulting imported November 25 Update to perform a comparison analysis. Durations were updated to reflect actual progress, but there were no adverse impacts to the critical path of the project. The total float of 62 days remains unchanged from the September update.
- ii. No activities were added in the October Update.

IV. Constraints

- i. There are no constraints on the current update..

V. Summary

TOPPEL CONSULTING, INC.

1. Critical path and overall project sequencing remain consistent with the September update.
2. Project is currently on schedule

A revision to this schedule update is not required.

Let me know if you have any questions.

Sincerely

Adam Boje

Adam Boje
Sr. Construction Manager
CC. Brian Toppel

ATTACHMENT 3

Greg Norris

From: Kathie Caballero <kathiecaballero@gmail.com>
Sent: Friday, November 21, 2025 10:22 AM
To: Greg Norris
Subject: Re: Carmichael Water District

Hi Greg,

I spoke to Carolyn and Jo, they are both highly pleased with the work! WOW...I think we are done!
Time to dance the jig!

Kathie

On Thu, Nov 20, 2025 at 2:55 PM Kathie Caballero <kathiecaballero@gmail.com> wrote:
Hi Greg,

I'll have it checked out and confirm with you in this email.

Thanks!

On Thu, Nov 20, 2025 at 2:26 PM Greg Norris <gregn@carmichaelwd.org> wrote:

Hi Kathie, just letting you know that we finished up on the work that was identified in your claim.

Please let me know if you have any questions.

Thank you to you and Carolyn for your patience and cooperation.

Greg Norris

CWD

From: Kathie Caballero <kathiecaballero@gmail.com>
Sent: Tuesday, November 18, 2025 6:33 AM
To: Greg Norris <gregn@carmichaelwd.org>
Subject: Re: Carmichael Water District

Topic: Ranney Collector Improvements: Environmental Planning Technical Memorandum

Date: January 5, 2026

Item For: Information

Submitted By: Greg Norris, Engineering Manager

Cathy Lee, General Manager

BACKGROUND

In 2023, a specialty contractor, Layne, cleaned, inspected, and evaluated the Bajamont Water Treatment Plant's Ranney collector intake performance. Cleaning the collectors improved their performance but did not return the system to the original design flow rate. Inspection revealed that the central concrete caissons were in good condition, but the lateral well screens' conditions had degraded due to age. The contractor's engineering group recommended adding additional lateral well screens between each of the existing screens to restore original performance of the system.

SUMMARY/DISCUSSION

The three collectors are located adjacent to the American River at Rossmoor Bar River Access that is highly valued by the public for recreation. The American River in this area also hosts a variety of wildlife, contains environmentally sensitive features, and is a designated scenic river. With this in mind, District staff requested a Technical Memorandum (TM) from the environmental consultant, Environmental Consulting, Inc. (Ecorp), to identify likely permitting requirements so that the project could be planned to minimize environmental impacts (See Attachment 1).

The installation of new laterals is accomplished by coring holes in the concrete caisson walls and using bore and jack techniques to extend the new laterals into the water bearing formation below the riverbed from a caisson's interior. This technique eliminates any excavation of fill in or near the river, and eliminates most surface disturbance other than the presence of needed equipment for material handling (primarily a small crane) and stored materials for construction (lateral pipe).

Minimizing surface disturbance is key to minimizing permitting requirements that could otherwise be extensive. Ecorp reviewed possible impacts through literature reviews and onsite biological surveys to identify sensitive species that were observed in the field or could be expected given the habitat.

To assess permitting needs, Ecorp considered several State and Federal regulatory programs including:

- Federal Endangered Species Act;
- Migratory Bird Treaty Act;
- Federal Clean Water Act;
- California Endangered Species Act;
- California Fully Protected Species List;
- Native Plant Protection Act;
- California Fish and Game Code Special Protections for Birds;
- Porter-Cologne Water Quality Act;
- California Environmental Quality Act (CEQA); and

-
- California Environmental Quality Act Significance Criteria.

The reviews concluded that appropriate CEQA clearance would likely be obtained through a categorical exemption or a mitigated negative declaration. Neither of these paths are difficult to navigate and are appropriate based on the absence of significant surface disturbance during construction and low risk of impact to American River surface water. Furthermore, the installation of new laterals is not expanding the capacity of the system. Rather, it is recovering capacity that was lost to age and deterioration of the existing laterals.

The most likely permits and surveys necessary include:

- California Department of Fish and Wildlife (CDFW) 1602 Lake and Streambed Alteration Agreement. Necessary in case of unexpected impacts to either riparian vegetation or the river itself;
- Sacramento County Tree Ordinance. Necessary if Oak or Walnut trees require trimming or are otherwise disturbed;
- A biological resource assessment. Necessary to formally identify nesting birds, other sensitive species or habitat suitable for sensitive species that will require special attention during construction; and
- Preconstruction surveys to confirm the absence of several species such as nesting hawks, burrowing owls, elderberry longhorn beetle, and northwestern pond turtle so they are not inadvertently disturbed during construction.

Clean Water Act permits (404 and 401) can likely be avoided but can not be fully eliminated from consideration until further planning and design work provides assurance that “frac-out” (borehole collapse allowing drilling spoils / fluids to enter the river above) during bore and jack operations beneath the river bed would be unlikely.

District staff intends to move forward with design of Collector #2 and associated environmental documentation as recommended from the Ecorp TM. As the design progresses, District staff would also possibly pursue Section 106 consultation with SHPO in order to satisfy any Federal Funding requirements should they become available.

FISCAL IMPACT

To date, \$19,552.50 has been used to develop the report produced by Ecorp. Approximately \$11,000 is expected in future invoices.

RECOMMENDATION

This item is for information only.

ATTACHMENT(S)

1. Environmental Documentation - Ecorp November, 2025.

ATTACHMENT 1

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Sacramento
3636 American River Drive, Suite 110
Sacramento, CA 95864

From: (Public Agency): Carmichael Water District
7837 Fair Oaks Boulevard,
Carmichael, CA 95608

(Address)

Project Title: Ranney Collector Rehabilitation

Project Applicant: Carmichael Water District

Project Location - Specific:

Roossmor Bar River Access at the American River, Rancho Cordova

Project Location - City: Rancho Cordova Project Location - County: Sacramento

Description of Nature, Purpose and Beneficiaries of Project:

Carmichael Water District proposes to rehabilitate its existing Ranney Collectors at their Raw Water intake Facility on the American in Rancho Cordova, Sacramento County.

Name of Public Agency Approving Project: Carmichael Water District

Name of Person or Agency Carrying Out Project:

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301(b) 15302(c)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Please see attached project description

15301(b) Existing publicly owned utilities.

15302(c) Replacement or Reconstruction of existing utility systems and/or facilities involving negligible expansion

Lead Agency
Contact Person: Ken Glotzbach Area Code/Telephone/Extension: 916.483.2452

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

▪ Signed by Lead Agency ▪ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Carmicheal Water District Ranney Collector Project

Project Description

1. PROJECT BACKGROUND

The Carmichael Water District (District) proposes to rehabilitate or replace components of its existing raw water intake equipment located on the south bank of the American River, at the Rossmoor Bar River Access. The equipment includes three existing Ranney Collectors installed in the 1950s. Each collector consists of a vertical caisson with horizontal laterals extending into the river substrate. Water accumulates in the caisson and is transferred to a junction structure where it joins a larger conveyance pipeline.

While the collector caissons remain structurally sound, the lateral pipes extending from them into the river substrate may require repair, modification, or replacement to recover lost capacity and maintain reliable water supply. The proposed project would address these deficiencies to ensure continued safe operation of the intake system. No increase in intake capacity is proposed, rather the project will reclaim capacity that has been lost through ongoing system degradation due to age. See Figures 1 and 2 for location, vicinity and site maps.

The project would include one or more of the following components:

- Addition of laterals: Installing supplemental laterals between existing ones to restore overall flow and system efficiency.

No additional treatment or pumping facilities are proposed.

2. PURPOSE AND NEED

The purpose of the project is to preserve the long-term reliability and functionality of the District's raw water intake system. The existing laterals are several decades old and may be at the end of their effective service life. Failure or collapse of laterals could compromise water delivery, resulting in potential water service interruptions and operational inefficiencies. The project is needed to maintain service continuity and to reduce the risk of emergency repairs that could have greater environmental and operational impacts.

3. CONSTRUCTION ACTIVITIES

Construction may involve directional drilling below the riverbed, trenchless technologies, or other specialized methods to access, clean, and replace laterals.

Construction will be defined in final design), with activities scheduled during low-flow or approved seasonal work windows to minimize impacts to biotic and aquatic resources. Work would occur during daylight hours unless otherwise required.

4. WORKFORCE AND EQUIPMENT

The number of construction crew members will vary each day based on activities occurring at that time and day. Typical equipment may include drill rigs, excavators, cranes, trucks, and support vehicles.

6. STAGING AREAS

Staging areas will be established on District property adjacent to the collector sites. These areas will accommodate equipment storage, laydown of materials, and construction trailers. Staging will be limited to previously disturbed or developed lands to the extent feasible. Temporary fencing and access controls will be used to secure staging areas and limit potential disturbance to surrounding resources.

7. ACCESS

Primary access to the project site will be via Rossmoor Road within the American River Parkway - Rossmoor Bar River Access (Sacramento County Parks) and adjoining district property. Pedestrian and equipment access to caissons will occur through existing hatches and manholes.

8. WATER MANAGEMENT AND DISCHARGE AREAS

Temporary dewatering will be required and water containing sediments or drilling byproducts will be directed to designated discharge or containment areas. Discharges will be managed through filtration, settling tanks, or upland infiltration basins prior to release. All discharges will comply with National Pollutant Discharge Elimination System (NPDES) requirements and state and federal water quality standards. No untreated discharge will be released directly to the River.

9. ENVIRONMENTAL COMMITMENTS

The District will implement best management practices (BMPs) and other measures to minimize environmental impacts, including:

BMP 1: Temporary Fencing. Construction crews shall install construction barrier fencing (including sediment fencing and straw wattles) to prevent contaminants and debris from entering canals or adjacent waterways. The Project biologist will identify the locations for the barrier fencing and mark those locations with stakes or flagging before construction begins.

BMP 2: **SWPPP.** A SWPPP shall be implemented as part of the NPDES Permit and a General Construction Activity Storm Water Permit to minimize the potential for sediments or contaminants to enter waterways.

BMP 3: **Erosion Control.** The Project design shall incorporate permanent erosion control elements to ensure stormwater runoff does not cause soil erosion.

BMP 4: **Toxic Materials Control and Spill Response Plan.** The following measures shall be implemented during construction to avoid or minimize the risk of spills or discharges of toxic materials into waterways:

- Prepare a hazardous material Spill Prevention, Control, and Countermeasure Plan (SPCCP) before construction and implement during construction. Clean up all spills immediately according to the SPCCP.
- Prevent raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life from contaminating the soil or entering waterways (other than the canals where lining is proposed).
- Prevent discharge of turbid water or sediment-laden runoff to waterways by using grass sediment filters, diverting the water to a settling tank, and/or implementing other erosion and water quality control BMPs to ensure compliance with water quality requirements prior to discharging water back to waterways.
- Provide areas located outside the ordinary high-water mark for staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants.
- Remove vehicles from the normal high-water area before any refueling and lubricating to prevent contaminants from being discharged to waterways during storm runoff. Any contaminated water generated by Project construction would be pumped to a holding tank for proper disposal.
- Crews shall notify the CWD construction manager if evidence of soil or groundwater contamination is encountered during construction activities. Construction in that area shall be halted until the fire

department has evaluated the find and remediation is completed, if necessary.

- Construction crews shall comply with the California Occupational Safety and Health Administration standards for the storage and handling of fuels, flammable materials, and common construction-related hazardous materials and for fire prevention (California Labor Code, Division 5, Chapter 2.5).

BMP 5: Traffic Management Plan. The Project shall develop and implement a Traffic Management Plan prior to initiation of construction activities. This plan will identify general methods by which construction activities will be managed to minimize substantial delays to traffic. The traffic management plan shall include the following elements:

- *Communication:* Develop and implement a public information campaign that describes the duration of any partial lane closures with recommendations for alternative routes.
- *Wayfinding:* Provide temporary construction signage at strategic locations to advise the traveling public of construction activities.
- *Emergency Vehicle Response:* The Project Construction Manager shall coordinate construction activities that affect right-of-way with local emergency service providers to ensure potential effects of temporary lane closures on emergency response are properly communicated and addressed.

BMP 6: Noise Control Measures. The following measures shall be implemented during construction-related activities:

- All construction equipment shall have sound-control devices no less effective than those provided on the original equipment.
- No equipment shall have an unmuffled exhaust.
- Stationary construction equipment shall be located as far as possible from sensitive uses; sensitive uses shall be identified on construction drawings; and excessive equipment idling (greater than 5 minutes) shall be prohibited when the equipment is not in use.

BMP-8: Cultural Resources.

- If any amount of bone, shell, artifacts or human remains are uncovered during construction, all work shall be stopped within the immediate vicinity and the operation manager shall be notified of any findings. This may require that the district consult with a qualified archaeologist for an on-site evaluation. If the bone appears to be human, the Sacramento County Coroner and the Native American Heritage Commission must be contacted.

Please refer to the attached biological study letter for additional information regarding additional measures related to biological resources and preconstruction requirements.

10. SUMMARY

The proposed project would rehabilitate or replace aging Ranney Collectors to ensure continued service reliability. Project activities include cleaning of existing laterals and installation of supplemental laterals. Work will occur from existing access roads and staging areas. The project is limited to maintenance and potential replacement of existing equipment. While no new capacity will be created, the completed work will recover capacity that has been lost to condition deterioration throughout years of service of the collector system.

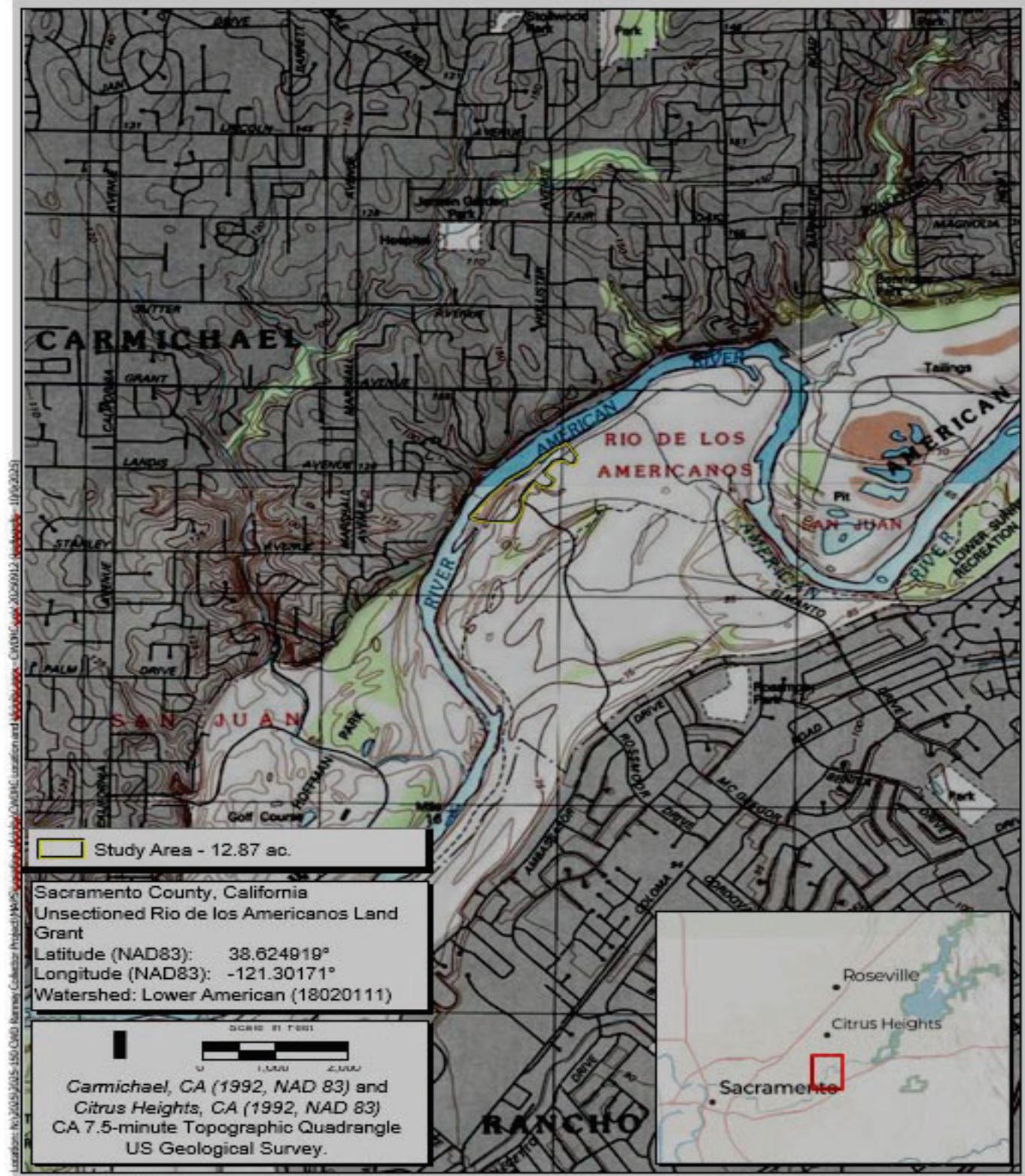


Figure 1. Project Location and Vicinity

2025-150 CWD Ranney Collector Project



October 16, 2025

Ken Glotzbach
General Manager
Carmichael Water District
7837 Fair Oaks Blvd
Carmichael, CA 95608

RE: Biological Due Diligence Report for the Ranney Collector Project, Rancho Cordova, Sacramento County, California

Dear Mr. Glotzbach:

At your request, ECORP Consulting, Inc. (ECORP) conducted a biological due diligence assessment for the Ranney Collector Project (Project), located within the Rossmoor Bar River Access in the City of Rancho Cordova, Sacramento County, California (Figure 1; Study Area). The purpose of this report is to document the current site conditions of the Study Area and provide an overview of potential resources that may drive permitting or compliance requirements.

PROJECT DESCRIPTION

The Proposed Project aims to rehabilitate or replace components of its existing raw water intake equipment located on the south bank of the American River. The equipment includes three existing Ranney collectors installed in the 1950s. Each collector consists of a vertical caisson with permeable horizontal laterals extending into the groundwater-rich substrate. Water accumulates in the caisson through the horizontal laterals and is transferred to a junction structure where it joins a larger conveyance pipeline. While the collector caissons remain structurally sound, the lateral pipes extending from the caissons into the substrate require repair, modification, or replacement to recover lost capacity and maintain reliable water supply.

The Proposed Project would address these deficiencies to ensure continued safe and reliable operation of the intake system. No increase in intake capacity is proposed, rather the Project would reclaim capacity that has been lost through ongoing system degradation due to age. The Project would include the following component:

- Addition of laterals: Installing supplemental laterals between existing ones to restore overall flow and system efficiency.

No additional treatment or pumping facilities are proposed.

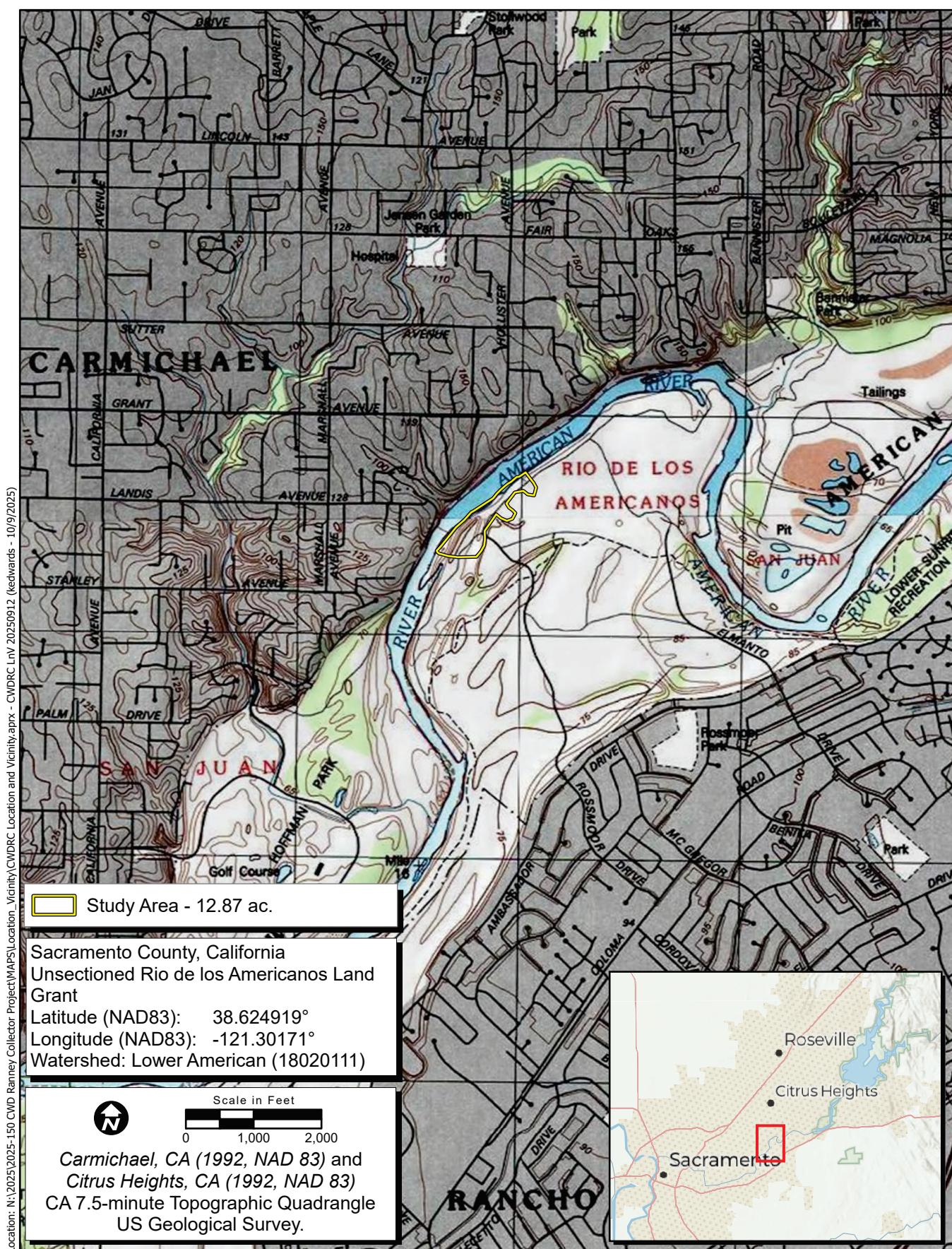


Figure 1. Project Location and Vicinity

METHODS

Literature Review

ECORP biologists performed a review of existing available information for the Study Area. Literature sources included current and historical aerial imagery. ECORP reviewed the following resources to identify special-status plant and wildlife species that have been documented in or near the Study Area:

- California Natural Diversity Database data for the "Citrus Heights, California" and "Carmichael, CA" 7.5-minute quadrangle and the surrounding eight quadrangles (California Department of Fish and Wildlife [CDFW] 2025)
- California Native Plant Society (CNPS) Rare Plant Inventory data for the "Citrus Heights, California" and "Carmichael, CA" 7.5-minute quadrangle and the surrounding eight quadrangles (CNPS 2025)
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Resource Report List for the Study Area (USFWS 2025)
- National Oceanic and Atmospheric Administration (NOAA) National ESA Critical Habitat Mapper (NOAA 2025a); and
- NOAA Essential Fish Habitat Mapper for the Pacific Region (NOAA 2025b)

The results of the database queries are provided in Appendix A.

Site Reconnaissance

ECORP biologists Nick Bonzey and Daniel Wong conducted the site reconnaissance visit on August 28, 2025. The biologist visually assessed the Study Area and walked meandering transects through the proposed components of the Project. The biologists collected the following biological resource information: characteristics and distribution of vegetation communities; characteristics and approximate extents of potential aquatic resources observed; plant and animal species or their sign directly observed; and incidental observations of special habitat features such as burrows, active raptor nests, and potential bat roost sites. The biologist took photographs during the survey to provide visual representation of the conditions within the Study Area (Appendix B).

RESULTS

Site Characteristics and Land Use

The 12.87-acre Study Area is located on relatively flat to gently rolling terrain within and adjacent to existing county parkland and the American River. The Study Area is situated at an elevation of approximately 65 to 85 feet above mean sea level in the Sacramento Valley subregion of the California floristic province (Jepson Flora Project 2025).

The Study Area is entirely within the Rossmoor Bar River Access, which is a unit of the Sacramento County parks systems. This area consists of dirt roads, trails, and undeveloped land.

Vegetation Communities

The Study Area consists of annual grassland, mixed oak woodland, sandbar willow (*Salix exigua*) thicket, and ruderal/disturbed areas (Figure 2). These vegetation communities and land cover types in the Study Area are described below.

Annual Grassland

Annual grassland is found throughout the central portions of the Study Area, largely parallel to the river. This vegetation community is dominated by non-native annual grasses including wild oats (*Avena* sp.), soft brome (*Bromus hordeaceus*), and ripgut brome (*Bromus diandrus*). Scattered forbs include yellow star-thistle (*Centaurea solstitialis*) and Italian thistle (*Carduus pycnocephalus*).

Mixed Oak Woodland

A small portion of mixed oak woodland is found along the eastern boundary of the Study Area. This vegetation community is dominated by a mixed canopy of interior live oak (*Quercus douglasii*) and valley oak (*Quercus lobata*). Herbaceous vegetation in the understory consists of those species described in the annual grassland section above.

Sandbar Willow Thicket

The western boundaries of the Study Area consists of sandbar willow thickets. This community is dominated by dense sandbar willow and Himalayan blackberry (*Rubus armeniacus*) within the shrub layer, and scattered rushes (*Juncus* sp.) and nutsedges (*Cyperus* sp.) within the understory. This community exists within a thin strip immediately adjacent to the American River

Ruderal/Disturbed

The remaining portions of the Study Area consists of ruderal/disturbed land cover type, including hiking trails, dirt roads, and exposed historic dredge tailings. These areas are either devoid of vegetation or support sparse ruderal vegetation dominated by stinkwort (*Dittrichia graveolens*), turkey mullein (*Croton setiger*), and telegraph weed (*Heterotheca grandiflora*)

Aquatic Resources

A preliminary aquatic resources assessment was conducted to identify potential Waters of the U.S./State within the Study Area. Potential aquatic resources within the Study Area include portions of the American river (Figure 3). The approximate extents of potential aquatic resources identified in this assessment have not been delineated in accordance with U.S. Army Corps of Engineers (USACE) standards and are intended for general planning purposes and are not intended to support regulatory permitting.

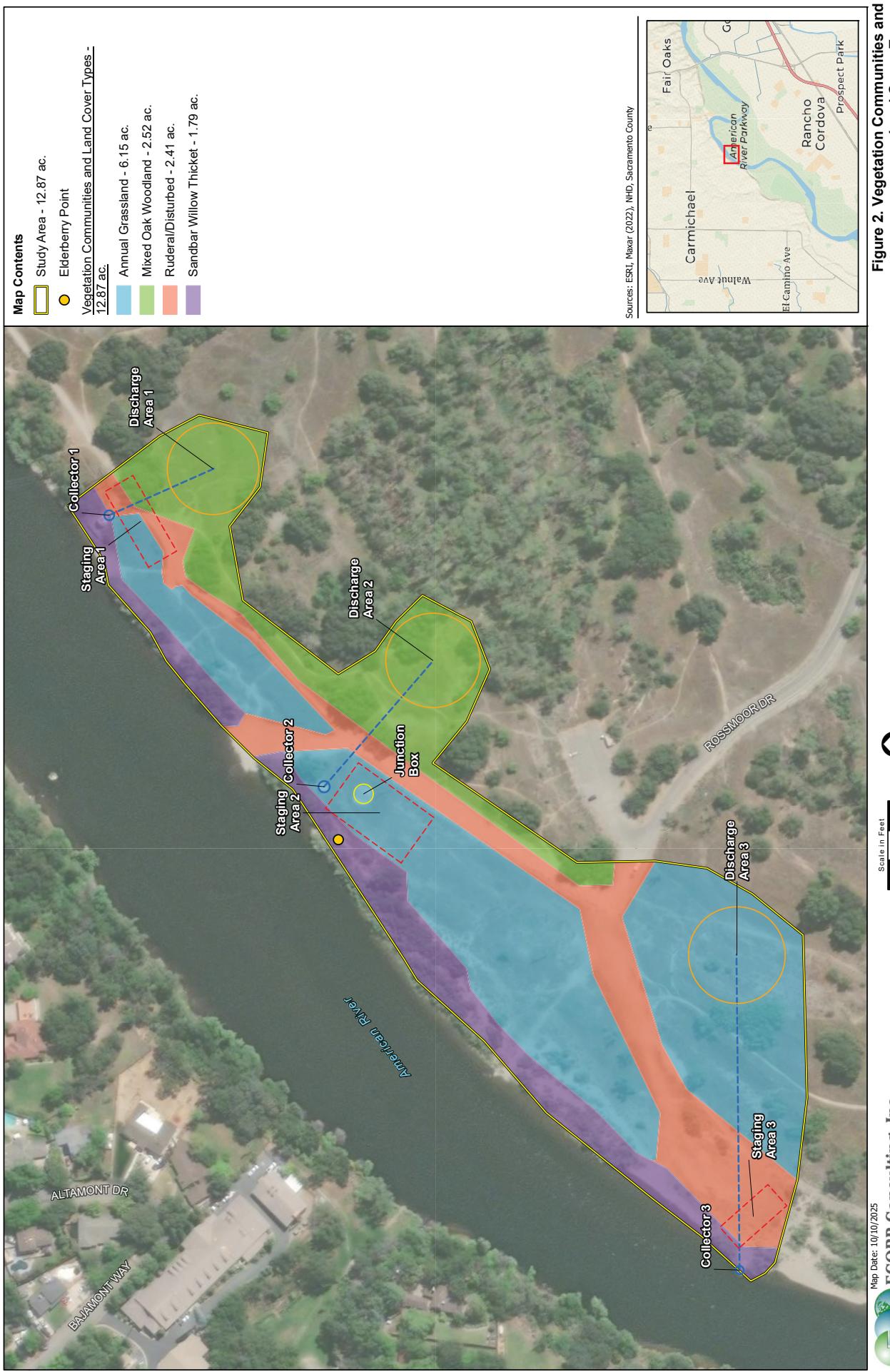


Figure 2. Vegetation Communities and Land Cover Types
2025-150 CWD Rainney Collector Project



Map Date: 10/10/2025

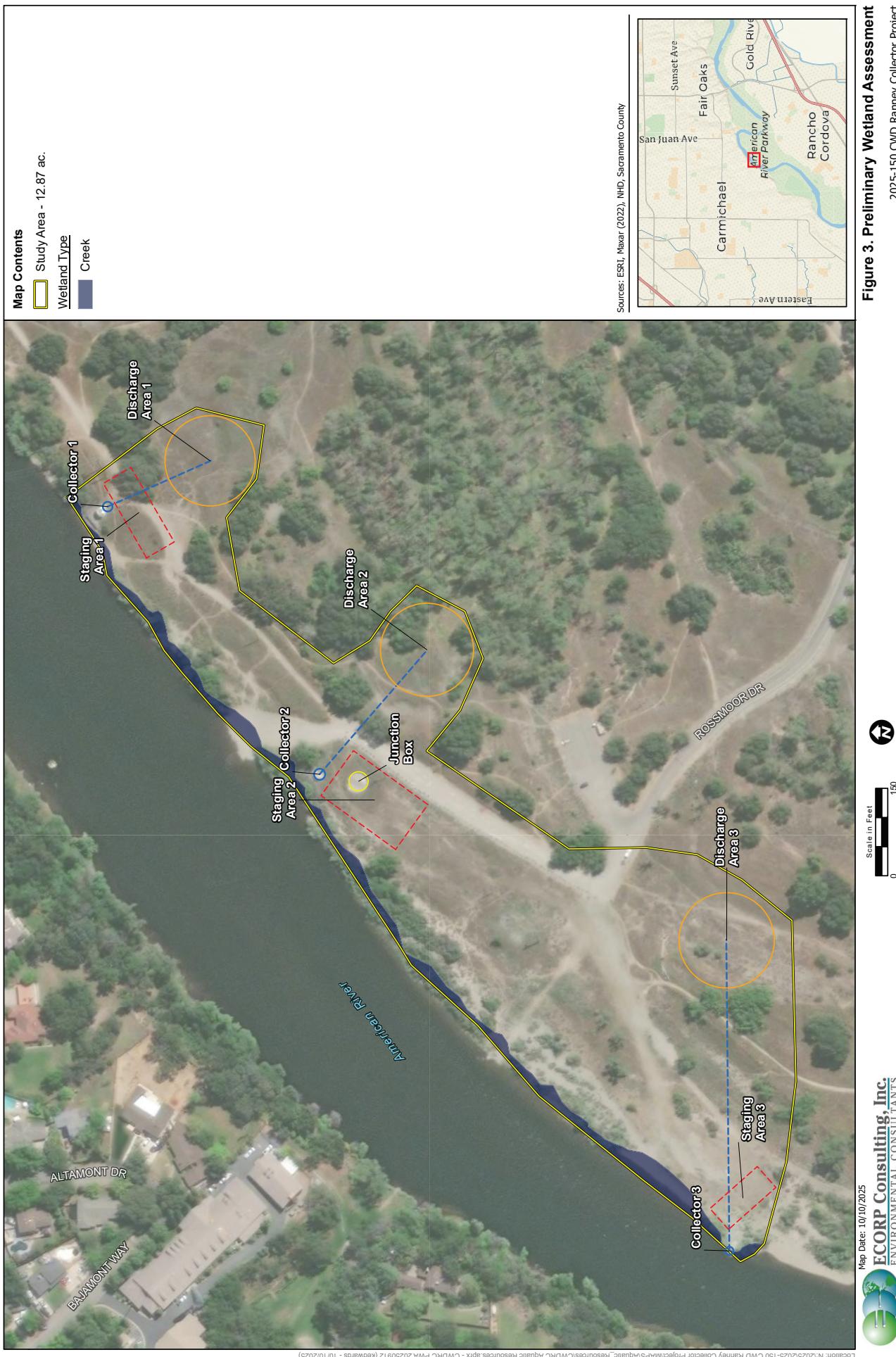


Figure 3. Preliminary Wetland Assessment
2025-150 CWD Rainney Collector Project

Wildlife Observed

Wildlife species were observed on-site during the surveys. Their common and scientific names can be found in Table 1.

Table 1. Wildlife Observed (August 28, 2025)	
Common Name	Scientific Name
Birds	
Canada Goose	<i>Branta canadensis</i>
Mallard	<i>Anas platyrhynchos</i>
Common Merganser	<i>Mergus merganser</i>
California Quail	<i>Callipepla californica</i>
Mourning Dove	<i>Zenaida macroura</i>
Anna's Hummingbird	<i>Calypte anna</i>
Great Blue Heron	<i>Ardea herodias</i>
Turkey Vulture	<i>Cathartes aura</i>
Acorn Woodpecker	<i>Melanerpes formicivorus</i>
California Scrub-JAY	<i>Aphelocoma californica</i>
Mammals	
Black-Tailed Jackrabbit	<i>Lepus californicus</i>
California Ground Squirrel	<i>Otospermophilus beecheyi</i>

The trees surrounding the Study Area provide potential nesting habitat for birds in addition to day-roosting habitat for special-status bat species. The larger trees, including those within the mixed oak woodland, provide potential nesting habitat for large raptors such as red-tailed hawk (*Buteo jamaicensis*) or the State threatened Swainson's hawk (*Buteo swainsoni*). Additionally, ECORP biologists observed burrows within the annual grassland that may serve as suitable habitat for burrowing owl (*Athene cunicularia*), a State candidate for listing as Endangered. Aquatic and upland nesting habitat for northwestern pond turtle (*Actinemys marmorata*), a federally proposed as Threatened species, is present along the American River.

Elderberry (*Sambucus* sp.) shrub, the exclusive host for the federally Threatened valley elderberry longhorn beetle (VELB, *Desmocerus californicus dimorphus*), was incidentally observed within the sandbar willow thicket during the site reconnaissance (Figure 2).

REGULATORY SETTING

This section summarizes laws and policies that may constrain or otherwise influence development of the Study Area.

Federal Regulations

Federal Endangered Species Act

The federal Endangered Species Act (ESA) protects plants and animals that are listed as endangered or threatened by the USFWS or the National Marine Fisheries Service. Section 9 of the ESA prohibits the taking of listed wildlife, where take is defined as "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to engage in such conduct" (50 Code of Federal Regulations 17.3). For plants, the ESA prohibits removing or possessing any listed plant on federal land, maliciously damaging or destroying any listed plant in any area, or removing, cutting, digging up, damaging, or destroying any such species in knowing violation of state law (16 U.S. Code 1538). Under Section 7 of ESA, federal agencies are required to consult with the USFWS if their actions, including permit approvals or funding, could adversely affect a listed (or proposed) species (including plants) or its designated Critical Habitat. Through consultation and the issuance of a Biological Opinion, the USFWS may issue an incidental take statement allowing take of a listed species that is incidental to an otherwise authorized activity provided the activity will not jeopardize the continued existence of the species. Section 10 of the ESA provides for issuance of incidental take permits where no other federal actions are necessary provided a habitat conservation plan is developed.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) implements international treaties between the United States and other nations devised to protect migratory birds, any of their parts, eggs, and nests from activities such as hunting, pursuing, capturing, killing, selling, and shipping, unless expressly authorized in the regulations or by permit. The protections of the MBTA have been interpreted to extend to disturbances that result in abandonment of a nest with eggs or young.

Federal Clean Water Act

The purpose of the federal Clean Water Act (CWA) is to "restore and maintain the chemical, physical, and biological integrity of the nation's waters." Section 404 of the CWA prohibits the discharge of dredged or fill material into Waters of the U.S. without a permit from the USACE. The definition of Waters of the U.S. includes wetlands, rivers, streams, estuaries, the territorial seas, ponds, lakes, and wetlands.

Projects with impacts to Waters of the U.S. may require a permit under CWA section 404. Projects with only minimal effects may meet the conditions of one of the existing Nationwide Permits. A Water Quality Certification or waiver pursuant to Section 401 of the CWA is required for Section 404 permit actions; this certification or waiver is issued by the Regional Water Quality Control Board (RWQCB).

State or Local Regulations

California Fish and Game Code

California Endangered Species Act

The California ESA (California Fish and Game Code Sections 2050-2116) generally parallels the main provisions of the federal ESA, but unlike its federal counterpart, the California ESA also applies the take prohibitions to species proposed for listing (called *candidates* by the state). Section 2080 of the California Fish and Game Code prohibits the taking, possession, purchase, sale, and import or export of endangered, threatened, or candidate species, unless otherwise authorized by permit or in the regulations. *Take* is defined in Section 86 of the California Fish and Game Code as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." Section 2081 allows CDFW to authorize incidental take permits (ITP) if species-specific minimization and avoidance measures are incorporated to fully mitigate the impacts of a project. An ITP may be necessary if impacts for state-listed species cannot be mitigated for.

Fully Protected Species

The State of California first began to designate species as *fully protected* prior to the creation of the federal and California ESAs. Lists of fully protected species were initially developed to provide protection to those animals that were rare or faced possible extinction and included fish, amphibians and reptiles, birds, and mammals. Most fully protected species have since been listed as threatened or endangered under the California and/or federal ESAs. The regulations that implement the Fully Protected Species Statute (California Fish and Game Code Sections 4700 for mammals, 3511 for birds, 5050 for reptiles and amphibians, and 5515 for fish) provide that fully protected species may not be taken or possessed at any time. On July 10, 2023, Senate Bill 147 was signed into law authorizing CDFW to issue take permits under the California ESA for fully protected species for certain types of qualifying projects. CDFW may also issue licenses or permits for take of these species for necessary scientific research or live capture and relocation, and may allow incidental take for lawful activities carried out under an approved Natural Community Conservation Plan within which such species are covered.

Native Plant Protection Act

The Native Plant Protection Act (NPPA) of 1977 was created with the intent to "preserve, protect and enhance rare and endangered plants in this State." The NPPA is administered by CDFW and provided in California Fish and Game Code Sections 1900-1913. The Fish and Wildlife Commission has the authority to designate native plants as *endangered* or *rare* and to protect endangered and rare plants from take. The California ESA of 1984 (California Fish and Game Code Sections 2050-2116) provided further protection for rare and endangered plant species, but the NPPA remains part of the California Fish and Game Code.

California Fish and Game Code Special Protections for Birds

Sections 3503, 3513, and 3800 of the California Fish and Game Code specifically protect birds. Section 3503 prohibits the take, possession, or needless destruction of the nest or eggs of any bird. Subsection 3503.5 prohibits the take, possession, or destruction of any birds in the orders Strigiformes (owls) or Falconiformes (hawks and eagles), as well as their nests and eggs. Section 3513 prohibits the take or possession of any migratory nongame bird as designated in the MBTA. Section 3800 states that, with limited exceptions, it is unlawful to take any nongame bird, defined as all birds occurring naturally in California that are not resident game birds, migratory game birds, or fully protected birds. These provisions, along with the federal MBTA, serve to protect all nongame birds and their nests and eggs, except as otherwise provided in the code.

Porter-Cologne Water Quality Act

The RWQCB implements water quality regulations under the CWA and the Porter-Cologne Water Quality Act. These regulations require compliance with the National Pollutant Discharge Elimination System (NPDES), including compliance with the California Storm Water NPDES General Construction Permit for discharges of storm water runoff associated with construction activities. General Construction Permits for projects that disturb 1 or more acres of land require development and implementation of a Storm Water Pollution Prevention Plan. Under the Porter-Cologne Water Quality Act, the RWQCB also regulates actions that would involve "discharging waste, or proposing to discharge waste, within any region that could affect the water of the state" (Water Code 13260(a)). Waters of the State are defined as "any surface water or groundwater, including saline waters, within the boundaries of the state" (Water Code 13050 (e)). The RWQCB regulates all such activities, as well as dredging, filling, or discharging materials into Waters of the State that are not regulated by the USACE due to a lack of connectivity with a navigable water body. The RWQCB may require issuance of Waste Discharge Requirements for these activities.

California Environmental Quality Act

The California Environmental Quality Act (CEQA) requires state and local agencies to disclose and evaluate the significant environmental impacts of proposed projects. Where significant impacts are identified, the agency must adopt all feasible mitigation measures to reduce or eliminate those impacts.

California Environmental Quality Act Significance Criteria

Sections 15063-15065 of the CEQA Guidelines address how an impact is identified as significant. Generally, impacts to listed (i.e., rare, threatened, or endangered) species are considered significant. Assessment of *impact significance* to populations of non-listed species, for example, Species of Special Concern as defined by the CDFW or Birds of Conservation Concern as identified by the USFWS, usually considers the proportion of the species' range that will be affected by a project, impacts to habitat, and the regional and population level effects.

City of Rancho Cordova Tree Preservation and Protection

Native oak trees at least six inches at diameter breast height (DBH) or other trees larger than 12 inches DBH within the Study Area are subject to the City of Rancho Cordova Municipal Code *Chapter 19.12 Preservation and Protection of Private Trees*. Project activities that may impact work within the dripline of a protected tree shall acquire a permit prior to work. An arborist survey has not been conducted for the Study Area.

PERMITTING PATHWAYS

Clean Water Act

Preliminary Project planning suggests that the jurisdictional boundaries of the American River are outside of the work and staging areas for the Project. No other wetlands were identified on the Project Site during the initial site survey. Due to the proximity of the American River, a USGS blue-line stream, there is a potential for impacts to these waters during the construction Project. In addition to the chance for inadvertent fill entering the River from the Project Site, the rehabilitation of the Ranney Collector laterals may involve a jack-and-bore drilling process from within the Cassion. There is a possibility of frac-out from the drilling process and this may result in a discharge of fill material in the bed of the River, necessitating a 404 permit.

Lake and Streambed Alteration Agreement

Similar to the Clean Water Act section above, the Project would be in close proximity to the American River and its riparian corridor, both CDFW-jurisdictional resources, and Project activities have the chance to result in impacts to either the riparian vegetation or the stream. Special care will need to be taken during the planning and implementation phases to eliminate the potential for impacts to these features. If a potential for impacts exists during implementation, a CDFW 1602 Lake and Streambed Alteration Agreement should be acquired prior to construction.

Trees

Trees subject to the City of Sacramento Tree Preservation Code are present within the Study Area. An arborist survey is recommended for the Study Area to fully evaluate the trees for their status under the County Code. If impacts to protected trees are anticipated as part of the Project, a tree permit from the City of Sacramento must be obtained prior to initiation of Project activities. Removal of protected trees requires replacement at a ratio of 1-inch DSH of tree replaced for each inch DSH of tree removed. Replacement options are onsite or offsite replacement, payment of an in-lieu fee of \$325 per inch of DSH removed, or replacement credits obtained through the preservation of smaller private protected trees from the same lot.

Federal and California Endangered Species Act

A biological resources assessment is recommended as a preliminary evaluation document for the Project. This document will evaluate the site for suitable habitat for state and federally listed species. This

document will contain recommendations for avoidance and mitigation measures for protected resources that may occur within the Study Area. It is anticipated that special-status plant surveys will be required to be conducted during the appropriate phenological period, and preconstruction nesting bird and roosting bat surveys will likely be required to comply with the provisions of the MBTA, California ESA, and other provisions of the California Fish and Game Code.

Additionally, protocol-level surveys for state and federally listed and candidate species, including Crotch bumble bee (*Bombus crotchii*), VELB, northwestern pond turtle, Swainson's hawk, burrowing owl, tricolored blackbird, and California black rail may be required as a condition of Project approval. If these species are found onsite and may be impacted by the Project, permits may need to be obtained under the federal and/or state ESAs to authorize take. Further details are provided below.

Crotch Bumble Bee

The vegetation communities within the Study Area provide potential nesting and foraging habitat for Crotch bumble bee. It is anticipated that preconstruction surveys will be required as a condition of Project approval. CDFW's *Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species* (CDFW 2023) recommends three Crotch bumble bee surveys be conducted at two- to four-week intervals during the colony active period (April-August). If a Crotch bumble bee nest is found onsite, a no disturbance buffer zone must be established around the nest and remain in place until the end of the flight season (October 31).

Valley Elderberry Longhorn Beetle

The riparian woodland within the Project may provide suitable habitat for VELB, and at least one elderberry shrub was found in the vicinity. It is anticipated that a VELB survey conducted according to USFWS protocols (USFWS 2017) for the Study Area and a 165-foot buffer will be required as a condition of the Project approval. If elderberry shrubs are identified during the survey, avoidance and mitigation measures will need to be developed and implemented in consultation with USFWS through federal ESA Section 7 consultation. Direct impacts to elderberry shrubs, the host plant for VELB, would likely require compensatory mitigation in the form of mitigation credits at a USFWS-approved VELB mitigation bank.

Northwestern Pond Turtle

The aquatic resources and adjacent riparian woodland and grasslands within the Study Area provide potentially suitable aquatic and upland habitat for northwestern pond turtle. It is anticipated that a preconstruction northwestern pond turtle survey will be required as a condition of the Project approval.

At the time of preparation of this assessment the USFWS is currently not providing conference opinions for northwestern pond turtle, but the species is proposed to be listed under the federal ESA. In the event official listing of the species were to occur prior to or during Project initiation, the Project will be required to consult with the USFWS.

Special-Status Birds

The trees and vegetation communities onsite provide potential nesting and foraging habitat for Swainson's hawk, burrowing owl, tricolored blackbird, , and other birds protected under the MBTA and California Fish and Game Code. In addition to a preconstruction nesting bird survey, focused habitat assessments and protocol-level surveys for these species may be required as a condition of Project approval. If nesting birds are observed within the Study Area, the applicant will be required to establish appropriate nest buffers during the active nesting season. If burrowing owl is found to occur onsite, consultation with CDFW may be required to determine appropriate avoidance and minimization measures, and an Incidental Take Permit pursuant to Section 2081 of the Fish and Game Code must be obtained if burrowing owls are required to be re-located from occupied burrows. Compensatory mitigation for loss of foraging habitat for Swainson's hawk and tricolored blackbird may also be required.

If you have any questions about the information presented in this letter, please contact me at nbonzey@ecorpconsulting.com or (916) 782-9100.

Sincerely,



Nicholas Bonzey
Senior Biologist/Project Manager

REFERENCES

- California Department of Fish and Wildlife (CDFW). 2025. RareFind 5. Online Version, commercial version dated: April 1, 2023. *California Natural Diversity Database*. The Resources Agency, Sacramento. <https://wildlife.ca.gov/Data/CNDDB/Maps-and-Data>. Accessed June 5, 2025.
- _____. 2023. *Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species*. June 6. <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline>. Accessed July 18, 2025.
- California Native Plant Society (CNPS). 2025. *Rare Plant Inventory*. Online Edition, Version 9-01 0.0. Sacramento. <http://www.rareplants.cnps.org/>. Accessed August 11, 2025.
- City of Sacramento. 2016. *Tree Planting, Maintenance, and Conservation- Chapter 12.56*. <https://www.cityofsacramento.org/-/media/Corporate/Files/Public-Works/Maintenance-Services/SCC-1256.pdf?la=en>. Accessed June 26, 2025.
- Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*. Technical Report Y-87-1 (On-line edition). U.S. Army Engineer Waterways Experiment Station. Vicksburg, Mississippi. p. 143. January.
- Jepson Flora Project. 2025. *Jepson eFlora*. <https://ucjeps.berkeley.edu/eflora/>. Accessed June 26, 2025.
- National Oceanic and Atmospheric Administration (NOAA). 2025a. *National ESA Critical Habitat Mapper*. <https://www.fisheries.noaa.gov/resource/map/national-esa-critical-habitat-mapper>. Accessed August 11, 2025.
- _____. 2025b. *NOAA Essential Fish Habitat Mapper*. https://www.habitat.noaa.gov/apps/efhmapper/?page=page_4. Accessed August 11, 2025.
- U.S. Army Corps of Engineers (USACE). 2008. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region*.
- U.S. Fish and Wildlife Service (USFWS). 2025. USFWS Resource Report List. *Information for Planning and Consultation*. <https://ipac.ecosphere.fws.gov/>. Accessed June 5, 2025.
- _____. 2017. *Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle (Desmocerus californicus dimorphus)*. Sacramento Fish and Wildlife Office. May.

LIST OF APPENDICES

Appendix A – Results of Database Queries

Appendix B – Representative Photographs (June 23, 2025)

APPENDIX A

Results of Database Queries



Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database



Query Criteria: Quad IS (Folsom (3812162) OR Citrus Heights (3812163) OR Roseville (3812173) OR Rocklin (3812172) OR Carmichael (3812153) OR Buffalo Creek (3812152) OR Rio Linda (3812164) OR Pleasant Grove (3812174) OR Sacramento East (3812154) OR Florin (3812144) OR Elk Grove (3812143) OR Sloughhouse (3812142))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Accipiter cooperii</i> Cooper's hawk	ABNKC12040	None	None	G5	S4	WL
<i>Acipenser medirostris</i> pop. 1 green sturgeon - southern DPS	AFCAA01031	Threatened	None	G2T1	S1	SSC
<i>Actinemys marmorata</i> northwestern pond turtle	ARAAD02031	Proposed Threatened	None	G2	SNR	SSC
<i>Agelaius tricolor</i> tricolored blackbird	ABPBXB0020	None	Threatened	G1G2	S2	SSC
<i>Alkali Meadow</i> Alkali Meadow	CTT45310CA	None	None	G3	S2.1	
<i>Alkali Seep</i> Alkali Seep	CTT45320CA	None	None	G3	S2.1	
<i>Ambystoma californiense</i> pop. 1 California tiger salamander - central California DPS	AAAAA01181	Threatened	Threatened	G2G3T3	S3	WL
<i>Ammodramus savannarum</i> grasshopper sparrow	ABPBXA0020	None	None	G5	S3	SSC
<i>Andrena blennospermatis</i> Blennosperma vernal pool andrenid bee	IIHYM35030	None	None	G2	S1	
<i>Andrena subapasta</i> An andrenid bee	IIHYM35210	None	None	G1G2	S1S2	
<i>Antrozous pallidus</i> pallid bat	AMACC10010	None	None	G4	S3	SSC
<i>Aquila chrysaetos</i> golden eagle	ABNKC22010	None	None	G5	S3	FP
<i>Ardea alba</i> great egret	ABNGA04040	None	None	G5	S4	
<i>Ardea herodias</i> great blue heron	ABNGA04010	None	None	G5	S4	
<i>Athene cunicularia</i> burrowing owl	ABNSB10010	None	Candidate Endangered	G4	S2	SSC
<i>Balsamorhiza macrolepis</i> big-scale balsamroot	PDAST11061	None	None	G2	S2	1B.2
<i>Bombus crotchii</i> Crotch's bumble bee	IIHYM24480	None	Candidate Endangered	G2	S2	
<i>Bombus pensylvanicus</i> American bumble bee	IIHYM24260	None	None	G3G4	S2	



Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Branchinecta lynchii</i> vernal pool fairy shrimp	ICBRA03030	Threatened	None	G3	S3	
<i>Branchinecta mesovallensis</i> midvalley fairy shrimp	ICBRA03150	None	None	G2	S2S3	
<i>Buteo regalis</i> ferruginous hawk	ABNKC19120	None	None	G4	S3S4	WL
<i>Buteo swainsoni</i> Swainson's hawk	ABNKC19070	None	Threatened	G5	S4	
<i>Calycadenia spicata</i> spicate calycadenia	PDAST1P090	None	None	G3?	S3	1B.3
<i>Chloropyron molle ssp. hispidum</i> hispid salty bird's-beak	PDSCR0J0D1	None	None	G2T1	S1	1B.1
<i>Clarkia biloba ssp. brandegeae</i> Brandegee's clarkia	PDONA05053	None	None	G4G5T4	S4	4.2
<i>Coccyzus americanus occidentalis</i> western yellow-billed cuckoo	ABNRB02022	Threatened	Endangered	G5T2T3	S1	
<i>Cuscuta obtusiflora var. glandulosa</i> Peruvian dodder	PDCUS01111	None	None	G5T4?	SH	2B.2
<i>Desmocerus californicus dimorphus</i> valley elderberry longhorn beetle	IICOL48011	Threatened	None	G3T3	S3	
<i>Downingia pusilla</i> dwarf downingia	PDCAM060C0	None	None	GU	S2	2B.2
<i>Dumontia oregonensis</i> hairy water flea	ICBRA23010	None	None	G1G3	S1	
<i>Elanus leucurus</i> white-tailed kite	ABNKC06010	None	None	G5	S3S4	FP
<i>Elderberry Savanna</i> Elderberry Savanna	CTT63440CA	None	None	G2	S2.1	
<i>Falco columbarius</i> merlin	ABNKD06030	None	None	G5	S3S4	WL
<i>Fritillaria agrestis</i> stinkbells	PMLIL0V010	None	None	G3	S3	4.2
<i>Gonidea angulata</i> western ridged mussel	IMBIV19010	None	None	G3	S2	
<i>Gratiola heterosepala</i> Boggs Lake hedge-hyssop	PDSCR0R060	None	Endangered	G2	S2	1B.2
<i>Great Valley Valley Oak Riparian Forest</i> Great Valley Valley Oak Riparian Forest	CTT61430CA	None	None	G1	S1.1	
<i>Hibiscus lasiocarpos var. occidentalis</i> woolly rose-mallow	PDMAL0H0R3	None	None	G5T3	S3	1B.2
<i>Hydrochara rickseckeri</i> Ricksecker's water scavenger beetle	IICOL5V010	None	None	G2?	S2?	



Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Juncus leiospermus</i> var. <i>ahartii</i> Ahart's dwarf rush	PMJUN011L1	None	None	G2T1	S1	1B.2
<i>Juncus leiospermus</i> var. <i>leiospermus</i> Red Bluff dwarf rush	PMJUN011L2	None	None	G2T2	S2	1B.1
<i>Lasionycteris noctivagans</i> silver-haired bat	AMACC02010	None	None	G4	S3S4	
<i>Lasthenia chrysanthoides</i> alkali-sink goldfields	PDAST5L030	None	None	G2	S2	1B.1
<i>Laterallus jamaicensis</i> <i>coturniculus</i> California black rail	ABNME03041	None	Threatened	G3T1	S2	FP
<i>Legeneria limosa</i> legeneria	PDCAM0C010	None	None	G2	S2	1B.1
<i>Lepidium latipes</i> var. <i>heckardii</i> Heckard's pepper-grass	PDBRA1M0K1	None	None	G4T1	S1	1B.2
<i>Lepidurus packardi</i> vernal pool tadpole shrimp	ICBRA10010	Endangered	None	G3	S3	
<i>Linderiella occidentalis</i> California linderiella	ICBRA06010	None	None	G2G3	S2S3	
<i>Melospiza melodia</i> pop. 1 song sparrow ("Modesto" population)	ABPBXA3013	None	None	G5T3?Q	S3?	SSC
<i>Nannopterum auritum</i> double-crested cormorant	ABNFD01020	None	None	G5	S4	WL
<i>Navarretia myersii</i> ssp. <i>myersii</i> pincushion navarretia	PDPLM0C0X1	None	None	G2T2	S2	1B.1
<i>Northern Claypan Vernal Pool</i> Northern Claypan Vernal Pool	CTT44120CA	None	None	G1	S1.1	
<i>Northern Hardpan Vernal Pool</i> Northern Hardpan Vernal Pool	CTT44110CA	None	None	G3	S3.1	
<i>Northern Volcanic Mud Flow Vernal Pool</i> Northern Volcanic Mud Flow Vernal Pool	CTT44132CA	None	None	G1	S1.1	
<i>Nycticorax nycticorax</i> black-crowned night heron	ABNGA11010	None	None	G5	S4	
<i>Oncorhynchus mykiss</i> <i>irideus</i> pop. 11 steelhead - Central Valley DPS	AFCHA0209K	Threatened	None	G5T2Q	S2	SSC
<i>Orcuttia tenuis</i> slender Orcutt grass	PMPOA4G050	Threatened	Endangered	G2	S2	1B.1
<i>Orcuttia viscosa</i> Sacramento Orcutt grass	PMPOA4G070	Endangered	Endangered	G1	S1	1B.1
<i>Pandion haliaetus</i> osprey	ABNKC01010	None	None	G5	S4	WL
<i>Pogonichthys macrolepidotus</i> Sacramento splittail	AFCJB34020	None	None	G3	S3	SSC



Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Progne subis</i> purple martin	ABPAU01010	None	None	G5	S3	SSC
<i>Riparia riparia</i> bank swallow	ABPAU08010	None	Threatened	G5	S3	
<i>Sagittaria sanfordii</i> Sanford's arrowhead	PMALI040Q0	None	None	G3	S3	1B.2
<i>Spea hammondii</i> western spadefoot	AAABF02020	Proposed Threatened	None	G2G3	S3S4	SSC
<i>Spirinchus thaleichthys</i> pop. 2 longfin smelt - San Francisco Bay-Delta DPS	AFCHB03040	Endangered	Threatened	G5TNRQ	S1	
<i>Taxidea taxus</i> American badger	AMAJF04010	None	None	G5	S3	SSC
<i>Thamnophis gigas</i> giant gartersnake	ARADB36150	Threatened	Threatened	G2	S2	
<i>Trifolium hydrophilum</i> saline clover	PDFAB400R5	None	None	G2	S2	1B.2
Valley Needlegrass Grassland Valley Needlegrass Grassland	CTT42110CA	None	None	G3	S3.1	
<i>Xanthocephalus xanthocephalus</i> yellow-headed blackbird	ABPBXB3010	None	None	G5	S3	SSC

Record Count: 70



CNPS Rare Plant Inventory

Search Results

23 matches found. Click on scientific name for details

Search Criteria: , Quad is one of

[3812162:3812163:3812173:3812172:3812153:3812152:3812164:3812174:3812154:3812144:3812143:3812142]

▲ SCIENTIFIC NAME	COMMON NAME	FAMILY	LIFEFORM	BLOOMING PERIOD	FED LIST	STATE LIST	GLOBAL RANK	STATE RANK	CA RARE PLANT RANK	CA ENDMIC	DATE ADDED	PHOTO
<i>Balsamorhiza macrolepis</i>	big-scale balsamroot	Asteraceae	perennial herb	Mar-Jun	None	None	G2	S2	1B.2	Yes	1974-01-01	 ©1998
<i>Brodiaea rosea</i> ssp. <i>vallicola</i>	valley brodiaea	Themidaceae	perennial bulbiferous herb	Apr-May(Jun)	None	None	G4G5T3	S3	4.2	Yes	2019-01-07	 © 2011
<i>Calycadenia spicata</i>	spicate calycadenia	Asteraceae	annual herb	May-Sep	None	None	G3?	S3	1B.3		2023-04-05	 © 2023
<i>Centromadia parryi</i> ssp. <i>rudis</i>	Parry's rough tarplant	Asteraceae	annual herb	May-Oct	None	None	G3T3	S3	4.2	Yes	2007-05-22	 © 2019
<i>Chloropyron molle</i> ssp. <i>hispidum</i>	hispid salty bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	Jun-Sep	None	None	G2T1	S1	1B.1	Yes	1974-01-01	No Photo Available
<i>Clarkia biloba</i> ssp. <i>brandegeae</i>	Brandegee's clarkia	Onagraceae	annual herb	(Mar)May-Jul	None	None	G4G5T4	S4	4.2	Yes	2001-01-01	No Photo Available

<i>Cuscuta obtusiflora</i> var. <i>glandulosa</i>	Peruvian dodder	Convolvulaceae (parasitic)	annual vine	Jul-Oct	None	None	G5T4?	SH	2B.2	2011-08-24	No Photo Available
<i>Downingia pusilla</i>	dwarf downingia	Campanulaceae	annual herb	Mar-May	None	None	GU	S2	2B.2	1980-01-01	 © 2013 Aaron Arthur
<i>Fritillaria agrestis</i>	stinkbells	Liliaceae	perennial bulbiferous herb	Mar-Jun	None	None	G3	S3	4.2	Yes	1980-01-01
<i>Gratiola heterosepala</i>	Boggs Lake hedge-hyssop	Plantaginaceae	annual herb	Apr-Aug	None	CE	G2	S2	1B.2	1974-01-01	 ©2004 Carol W. Witham
<i>Hesperevax caulescens</i>	hogswallow starfish	Asteraceae	annual herb	Mar-Jun	None	None	G3	S3	4.2	Yes	2001-01-01
<i>Hibiscus lasiocarpos</i> var. <i>occidentalis</i>	woolly rose-mallow	Malvaceae	perennial rhizomatous herb (emergent)	Jun-Sep	None	None	G5T3	S3	1B.2	Yes	1974-01-01
<i>Juncus leiospermus</i> var. <i>ahartii</i>	Ahart's dwarf rush	Juncaceae	annual herb	Mar-May	None	None	G2T1	S1	1B.2	Yes	1984-01-01

<i>Juncus leiospermus</i> var. <i>leiospermus</i>	Red Bluff	Juncaceae	annual herb	Mar-Jun	None	None	G2T2	S2	1B.1	Yes	1974-01-01	
											©2016	
											Dylan	
											Neubauer	
<i>Lasthenia chrysanthia</i>	alkali-sink goldfields	Asteraceae	annual herb	Feb-Apr	None	None	G2	S2	1B.1	Yes	2019-09-30	
											© 2009	
											California	
											State	
											University,	
											Stanislaus	
<i>Legenere limosa</i>	legenere	Campanulaceae	annual herb	Apr-Jun	None	None	G2	S2	1B.1	Yes	1974-01-01	
											©2000	
											John Game	
<i>Lepidium latipes</i> var. <i>heckardii</i>	Heckard's pepper-grass	Brassicaceae	annual herb	Mar-May	None	None	G4T1	S1	1B.2	Yes	1994-01-01	
											2018	
											Jennifer	
											Buck	
<i>Navarretia eriocephala</i>	hoary navarretia	Polemoniaceae	annual herb	May-Jun	None	None	G4?	S4?	4.3	Yes	1974-01-01	
											© 2018	
											Leigh	
											Johnson	
<i>Navarretia myersii</i> ssp. <i>myersii</i>	pincushion navarretia	Polemoniaceae	annual herb	Apr-May	None	None	G2T2	S2	1B.1	Yes	1994-01-01	
											© 2020	
											Leigh	
											Johnson	
<i>Orcuttia tenuis</i>	slender Orcutt grass	Poaceae	annual herb	May-Sep(Oct)	FT	CE	G2	S2	1B.1	Yes	1974-01-01	
											© 2013	
											Justy	
											Leppert	

<i>Orcuttia viscosa</i>	Sacramento	Poaceae	annual herb	Apr-Jul(Sep)	FE	CE	G1	S1	1B.1	Yes	1974-01-01	
© Rick York and CNPS												
<i>Sagittaria sanfordii</i>	Sanford's	Alismataceae	perennial rhizomatous herb (emergent)	May-Oct(Nov)	None	None	G3	S3	1B.2	Yes	1984-01-01	
©2013 Debra L. Cook												
<i>Trifolium hydrophilum</i>	saline clover	Fabaceae	annual herb	Apr-Jun	None	None	G2	S2	1B.2	Yes	2001-01-01	
© 2005 Dean Wm Taylor												

Showing 1 to 23 of 23 entries

[Go to top](#)**Suggested Citation:**

California Native Plant Society, Rare Plant Program. 2025. Rare Plant Inventory (online edition, v9.5.1). Website <https://www.rareplants.cnps.org> [accessed 29 August 2025].

{}

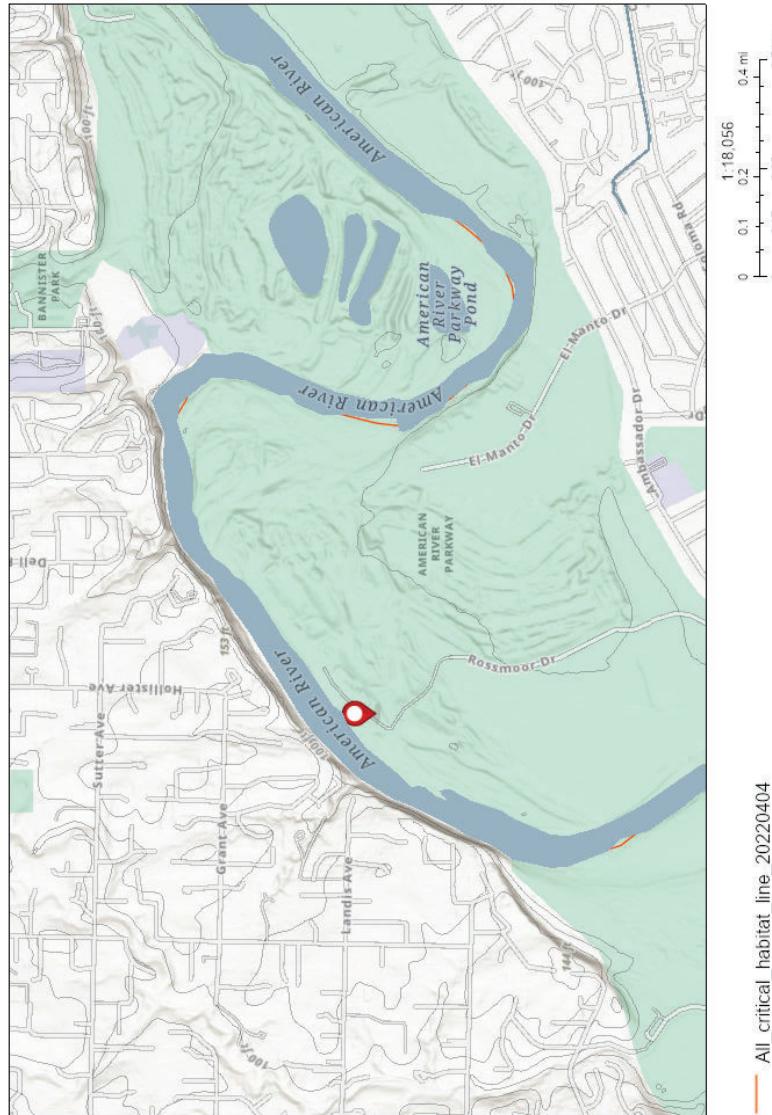


Critical Habitat Report

Area of Interest (AOI) Information

Area : 203.39 km²

Aug 29 2025 13:20:10 Pacific Daylight Time



Summary

Name	Count	Area(km ²)	Length(m)
All Critical Habitat Polyline	1	N/A	19,304.14
All Critical Habitat Polygon	0	0	N/A

All Critical Habitat Polyline

#	Listed Entity	Common Name	Scientific Name	Length(m)
1	Steelhead [California Central Valley DPS]	Steelhead	<i>Oncorhynchus mykiss</i>	19,304.14

EFH Mapper Report

EFH Data Notice

Essential Fish Habitat (EFH) is defined by textual descriptions contained in the fishery management plans developed by the regional fishery management councils. In most cases mapping data can not fully represent the complexity of the habitats that make up EFH. This report should be used for general interest queries only and should not be interpreted as a definitive evaluation of EFH at this location. A location-specific evaluation of EFH for any official purposes must be performed by a regional expert. Please refer to the following links for the appropriate regional resources.

[West Coast Regional Office](#)

Query Results

Degrees, Minutes, Seconds: Latitude = 38° 37' 31" N, Longitude = 122° 41' 58" W
 Decimal Degrees: Latitude = 38.625, Longitude = -121.301

The query location intersects with spatial data representing EFH and/or HAPCs for the following species/management units.

EFH

No additional Essential Fish Habitats (EFH) were identified at the report location.

Pacific Salmon EFH

Link	HUC Name	Species/Management Unit	Lifestage(s) Found at Location	Management Council	FMP
	Lower American - Below Nimbus	Chinook Salmon	All	Pacific	Pacific Coast Salmon Plan

Atlantic Salmon

No Atlantic Salmon were identified at the report location.

HAPCs

No Habitat Areas of Particular Concern (HAPC) were identified at the report location.

EFH Areas Protected from Fishing

No EFH Areas Protected from Fishing (EFHA) were identified at the report location.

Spatial data does not currently exist for all the managed species in this area. The following is a list of species or management units for which there is no spatial data.

****For links to all EFH text descriptions see the complete data inventory: [open data inventory -->](#)**

Pacific Coastal Pelagic Species,

Jack Mackerel,

Pacific (Chub) Mackerel,

Pacific Sardine,

Northern Anchovy - Central Subpopulation,

Northern Anchovy - Northern Subpopulation,

Pacific Highly Migratory Species,

Bigeye Thresher Shark - North Pacific,

Spatial data does not currently exist for all the managed species in this area. The following is a list of species or management units for which there is no spatial data.

****For links to all EFH text descriptions see the complete data inventory: [open data inventory -->](#)**

Bluefin Tuna - Pacific,

Dolphinfish (Dorado or Mahimahi) - Pacific,

Pelagic Thresher Shark - North Pacific,

Swordfish - North Pacific

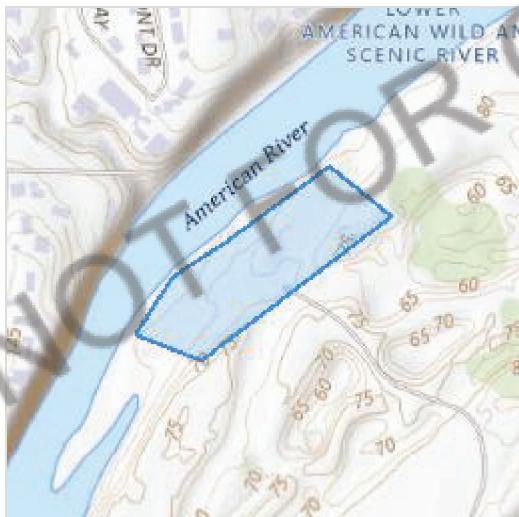
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Sacramento County, California



Local office

Sacramento Fish And Wildlife Office

📞 (916) 414-6600

📠 (916) 414-6713

Federal Building

2800 Cottage Way, Room W-2605

Sacramento, CA 95825-1846

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Reptiles

NAME	STATUS
Northwestern Pond Turtle <i>Actinemys marmorata</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1111	Proposed Threatened

Amphibians

NAME	STATUS
Western Spadefoot <i>Spea hammondii</i> No critical habitat has been designated for this species.	Proposed Threatened

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found There is proposed critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Valley Elderberry Longhorn Beetle <i>Desmocerus californicus dimorphus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7850	Threatened

Crustaceans

NAME	STATUS
Conservancy Fairy Shrimp <i>Branchinecta conservatio</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8246	Endangered

Vernal Pool Fairy Shrimp *Branchinecta lynchi* Threatened

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/498>

Vernal Pool Tadpole Shrimp *Lepidurus packardi* Endangered

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/2246>

Flowering Plants

NAME

STATUS

Sacramento Orcutt Grass *Orcuttia viscidia*

Endangered

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/5507>

Slender Orcutt Grass *Orcuttia tenuis*

Threatened

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/1063>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2](#) and the Migratory Bird Treaty Act (MBTA) [1](#). Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Jan 1 to Aug 31
Golden Eagle <i>Aquila chrysaetos</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

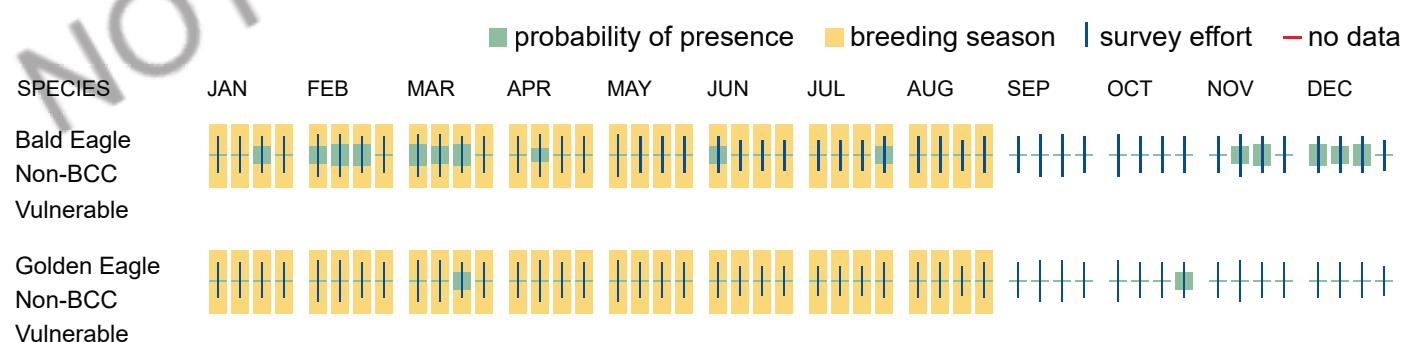
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases [birds of concern](#), including [Birds of Conservation Concern \(BCC\)](#), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the [Nationwide avoidance and minimization measures for birds](#) document, and any other project-specific avoidance and minimization measures suggested at the link [Measures for avoiding and minimizing impacts to birds](#) for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory](#)

[Birds and Eagles document](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i>	Breeds Jan 1 to Aug 31
<p>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</p> <p>https://ecos.fws.gov/ecp/species/1626</p>	
Belding's Savannah Sparrow <i>Passerculus sandwichensis beldingi</i>	Breeds Apr 1 to Aug 15
<p>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p> <p>https://ecos.fws.gov/ecp/species/8</p>	
Black Swift <i>Cypseloides niger</i>	Breeds Jun 15 to Sep 10
<p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/8878</p>	
Black Tern <i>Chlidonias niger surinamenensis</i>	Breeds May 15 to Aug 20
<p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/3093</p>	
Bullock's Oriole <i>Icterus bullockii</i>	Breeds Mar 21 to Jul 25
<p>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p>	
California Gull <i>Larus californicus</i>	Breeds Mar 1 to Jul 31
<p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	

California Thrasher *Toxostoma redivivum*

Breeds Jan 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Clark's Grebe *Aechmophorus clarkii*

Breeds Jun 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Common Yellowthroat *Geothlypis trichas sinuosa*

Breeds May 20 to Jul 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/2084>

Golden Eagle *Aquila chrysaetos*

Breeds Jan 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1680>

Lawrence's Goldfinch *Spinus lawrencei*

Breeds Mar 20 to Sep 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9464>

Long-eared Owl *asio otus*

Breeds Mar 1 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3631>

Marbled Godwit *Limosa fedoa*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9481>

Northern Harrier *Circus hudsonius*

Breeds Apr 1 to Sep 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/8350>

Nuttall's Woodpecker *Dryobates nuttallii*

Breeds Apr 1 to Jul 20

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/9410>

Oak Titmouse *Baeolophus inornatus*

Breeds Mar 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9656>

Olive-sided Flycatcher *Contopus cooperi*

Breeds May 20 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3914>

Santa Barbara Song Sparrow *Melospiza melodia graminea*

Breeds Mar 1 to Sep 5

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/5513>

Short-billed Dowitcher *Limnodromus griseus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9480>

Tricolored Blackbird *Agelaius tricolor*

Breeds Mar 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3910>

Western Grebe *aechmophorus occidentalis*

Breeds Jun 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/6743>

Western Gull *Larus occidentalis*

Breeds Apr 21 to Aug 25

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Western Screech-owl *Megascops kennicottii cardonensis*

Breeds Mar 1 to Jun 30

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Wrentit *Chamaea fasciata*

Breeds Mar 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Yellow-billed Magpie *Pica nuttalli*

Breeds Apr 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9726>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (-)

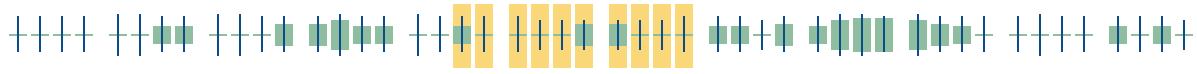
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

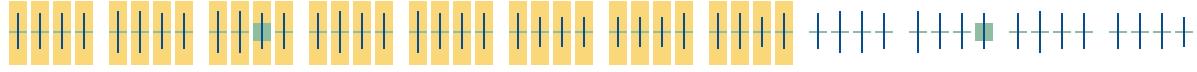
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



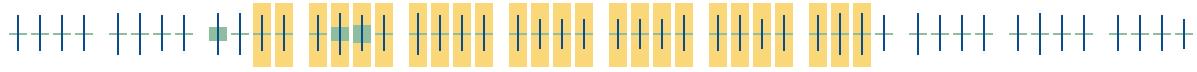
Common
Yellowthroat
BCC - BCR



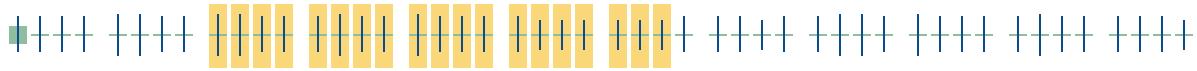
Golden Eagle
Non-BCC
Vulnerable



Lawrence's
Goldfinch
BCC Rangewide
(CON)



Long-eared Owl
BCC Rangewide
(CON)



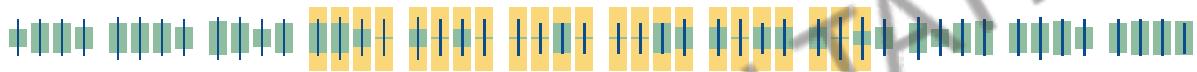
SPECIES

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Marbled Godwit
BCC Rangewide
(CON)



Northern Harrier
BCC - BCR



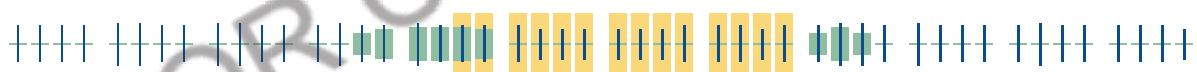
Nuttall's
Woodpecker
BCC - BCR



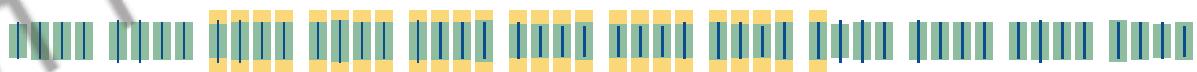
Oak Titmouse
BCC Rangewide
(CON)



Olive-sided
Flycatcher
BCC Rangewide
(CON)



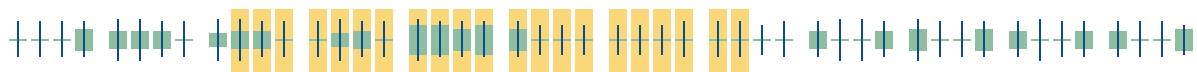
Santa Barbara
Song Sparrow
BCC - BCR



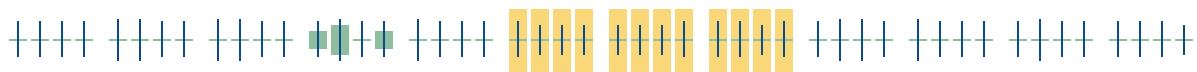
Short-billed
Dowitcher
BCC Rangewide
(CON)



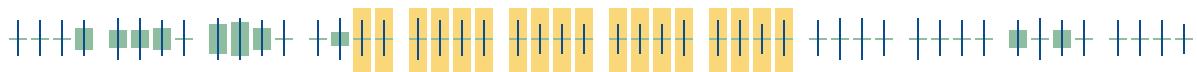
Tricolored
Blackbird
BCC Rangewide
(CON)

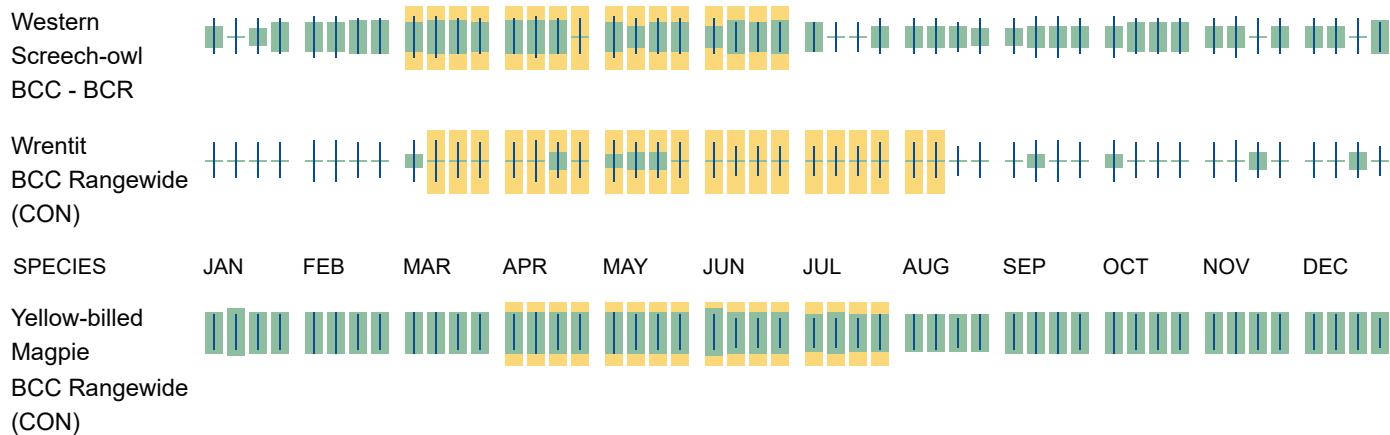


Western Grebe
BCC Rangewide
(CON)



Western Gull
BCC Rangewide
(CON)





Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Avoidance & Minimization Measures for Birds](#) describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the [Bald and Golden Eagle Protection Act](#) and those species marked as “Vulnerable”. See the FAQ “What are the levels of concern for migratory birds?” for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that

subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Bald and Golden Eagle Protection Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

RIVERINE

[R2UBH](#)

[R2USA](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubificid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX B

Representative Photographs (June 23, 2025)

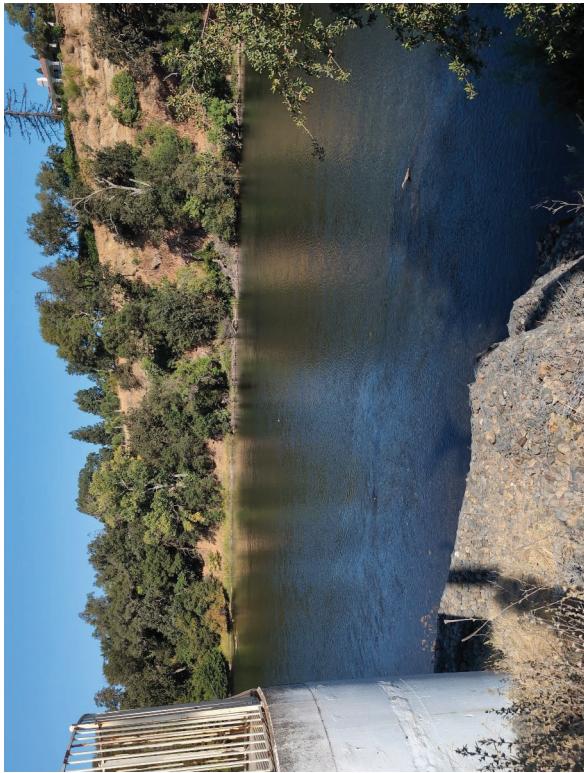


Photo 1. Location of Ranney Collector 2 (view north)

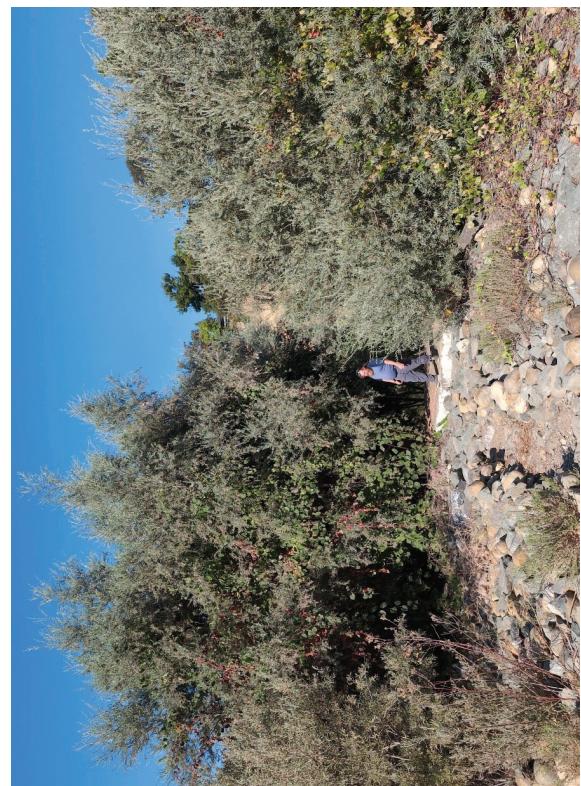


Photo 3. Location of Ranney Collector 3 and Canopy of Sandbar Willow (view west)

Photo 2. Ranney Collector 1 and Gabion Structure, Overlooking the American River

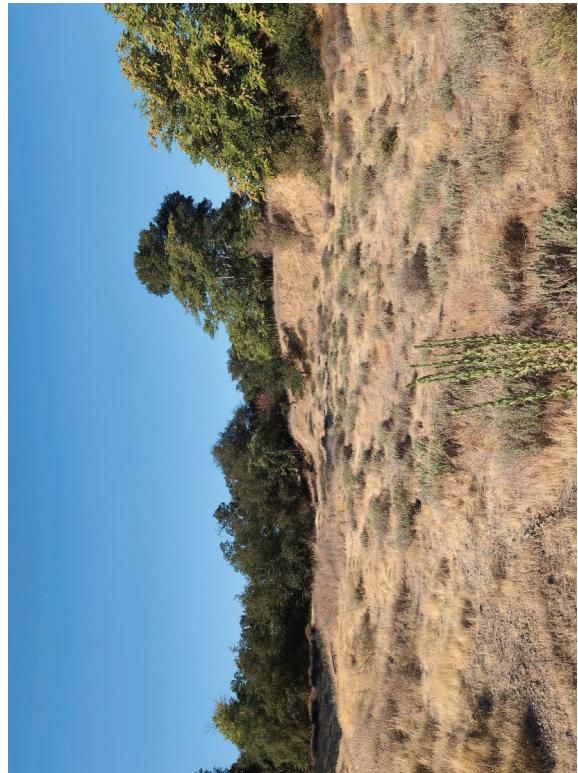
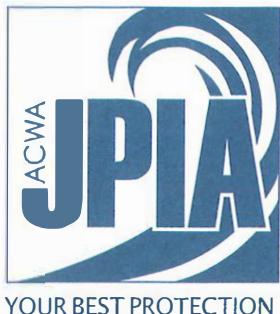


Photo 4. Representative Photo of Proposed Discharge Habitat at the Southern Portion of the Study Area (view south)

Appendix B – Representative Site Photographs (June 23, 2025)

2025-150 Ranney Collector Project

This page intentionally left blank.



ACWA JPIA

P. O. Box 619082 December 1, 2025
Roseville, CA
95661-9082

phone **Ms. Cathy Lee, General Manager**
916.786.5742 Carmichael Water District
800.231.5742 7837 Fair Oaks Blvd.
www.acwajpia.com Carmichael, CA 95608

- People
- Service
- Integrity
- Innovation

Re: H.R. LaBounty Safety Awards Program

Dear Ms. Lee:

On behalf of the ACWA JPIA, I am pleased to enclose checks, thank you letters, and award certificates for the following District employees:

Safety Committee \$250

I am sure you will be proud to present these awards to the employees for their outstanding contributions to the District's health and safety programs.

The District's participation in this ongoing program is appreciated, and continued involvement by the Carmichael Water District's employees is always welcome.

Sincerely,

Adrienne Beatty
Chief Executive Officer

12-03:11

Enc.



ACWA JPIA

PO BOX 619082
Roseville, CA 95661-3700
(800) 231-5742

California Bank & Trust
520 Capitol Mall
Suite 100
Sacramento, CA 95814-4714

4829

Date: 11/19/2025

Pay To
The Order Of CARMICHAEL WATER DISTRICT

Two Hundred Fifty Dollars

\$**250.00**

CARMICHAEL WATER DISTRICT
7837 FAIR OAKS BLVD.
CARMICHAEL, CA 95608
United States

David deGaudenzi

Void after 6 months

10048291210020421

1030011961

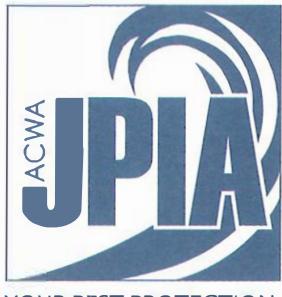
ACWA JPIA
V000152--CARMICHAEL WATER DISTRICT
Print As: CARMICHAEL WATER DISTRICT

7837 FAIR OAKS BLVD.
CARMICHAEL, CA 95608

4829

California Bank & Trust
CBTGen_1961 1961
Date: 11/19/2025

Date	Bill no.	Reference Number	Amount Entered	Term Discount	Amount Paid
Acct	Memo	Department ID	Agency		
11/18/2025	111825	SAFETY COM...FETY AWARD	A00	\$250.00	\$0.00
73040--Member Safety and Net Amount:	SAFETY COMMITTEE-SAFETY AWARD FALL 2025	JPIA			\$250.00



YOUR BEST PROTECTION

December 1, 2025

ACWA JPIA

P. O. Box 619082

Roseville, CA

95661-9082

phone

916.786.5742

800.231.5742

www.acwajpia.com

Core Values

- People
- Service
- Integrity
- Innovation

Safety Committee
Carmichael Water District
7837 Fair Oaks Blvd.
Carmichael, CA 95608

Re: H.R. LaBounty Safety Awards Program

Dear Safety Committee:

On behalf of the ACWA JPIA, we would like to thank you for your recent Safety Award submission.

We appreciate your time and effort in promoting safe workplace behavior and improving existing operational practices. Individuals like you who demonstrate safe behavior, participate in training, and take part in risk-reducing actions help foster a positive safety culture.

Enclosed is a check and certificate in honor of your achievement. The entire JPIA membership is successful because of individuals like you. ***Our Finance Department would like to remind you to cash the check promptly.***

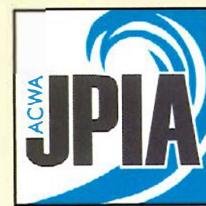
Please continue to follow your risk management and safety practices. We look forward to your future Safety Award submissions.

Sincerely,

Adrienne Beatty
Chief Executive Officer

12-25:11

Enc. Certificate



ACWA JPIA Proudly Presents

the

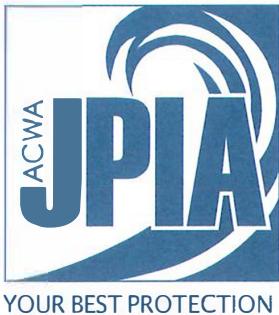
H.R. LaBounty Safety Award

to

**Safety Committee
Carmichael Water District**

December 2025





12/3/2025

ACWA JPIA

P. O. Box 619082
Roseville, CA
95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

Core Values
 • People
 • Service
 • Integrity
 • Innovation

Carmichael Water District (C025)
7837 Fair Oaks Blvd
Carmichael, CA 95608

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Carmichael WD with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2026.

Sincerely,

Melody McDonald
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

The President of the

ACWA JPIA

Hereby presents this Special Recognition Award to

Carmichael Water District

In recognition of outstanding performance in the Workers' Compensation program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 07/01/2021 - 06/30/2024 announced at the ACWA JPIA Board of Directors' meeting held in San Diego, California.



Melody McDonald, President



December 01, 2025

President's Special Recognition Award

*The President of the
ACWA JPIA
Hereby presents Special Recognition Award to*

Carmichael Water District

In recognition of outstanding performance in the Property program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 07/01/2021 - 06/30/2024 announced at the ACWA JPIA Board of Director's meeting held in San Diego, California.



Melody McDonald, President



December 01, 2025

This page intentionally left blank.



CALIFORNIA WATER BOARDS

STATE WATER RESOURCES CONTROL BOARD

State Water Resources Control Board (State Water Board or Board) staff has released for public review and comment a revised draft of updates to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed (Bay-Delta Plan or Plan). The changes are focused on the portions of the Plan relevant to the Sacramento River watershed, Delta eastside tributaries (including the Calaveras, Cosumnes, and Mokelumne Rivers), and Delta (Sacramento/Delta) for the reasonable protection of fish and wildlife beneficial uses. In addition, the State Water Board is conducting a limited recirculation of the draft Staff Report/Substitute Environmental Document (Staff Report) in support of Sacramento/Delta updates to the Bay-Delta Plan by releasing a new chapter (Chapter 13) for public review and comment.

The revised draft Bay-Delta Plan and Chapter 13 of the draft Staff Report are available for review on the [Board's website](#). A [notice](#) of limited recirculation and opportunity for public comment and hearing on the revised draft Plan and supporting draft Staff Report is also available on the [Board's website](#). Summaries of the revised draft Bay-Delta Plan and Chapter 13 are provided in Attachment A and Attachment B, respectively, to the notice.

The State Water Board will receive public comments on the December 2025 revised draft updates to the Bay-Delta Plan and Chapter 13 of the draft Staff Report in writing by February 2, 2026, and orally at a multiday public hearing on January 28, 29, and 30, 2026.

If you have any questions regarding this message or the notice, contact SacDeltaComments@waterboards.ca.gov.

This page intentionally left blank.

General Manager's Report

January 2026

1. Water Forum

The Water Forum (WF) held a plenary meeting in November, during which all caucuses reached consensus on the text of the Water Forum Agreement 2050 (WF2050). The most recent Purveyor Specific Agreements (PSAs), attached hereto, are near finalization with the exception of the California American Water (CalAm) PSA which remains under review by CalAm's legal counsel.

In addition, the Third Interagency Agreement for the Administration and Management of the Water Forum (Interagency Agreement) is currently circulating for review and is included as Attachment 1. While the WF2050 and PSAs are voluntary agreements, the Interagency Agreement is binding and necessary to ensure the operational standing and funding of the Water Forum. The final WF 2050 package, which will include the PSAs and the Interagency Agreement, is scheduled for approval at the February Plenary meeting.

Additionally, the WF proposed a total budget of \$2,077,075 for fiscal year (FY) 2026-27. The budget consists of \$998,662 for the Water Forum Successor Effort (WFSE) fund and \$1,078,414 for the Habitat Management Element (HME) fund. The WFSE fund is comparable to the District's operating budget while the HME fund supports habitat projects, river monitoring and data acquisition, consulting services, and future initiatives. The American River Climate Adaptation Plan (ARCAP) will be a primary focus of the Water Forum in the near term. The District's portion of the funding is \$56,571, calculated using a formula that weights service connections (40%), surface water (40%), and groundwater use (20%). This amount will be included in the District's FY 2026-27 budget for Board review and approval.

2. 2026 Federal Appropriations

The District's Ranney Collector Project was included in the final Department of the Interior, Environment, and Related Agencies Appropriations Act 2026 conference bill at a funding level of \$1,092,000 (Attachment 2). This allocation is significantly less than the original funding request of \$3,500,000 and staff will continue to coordinate with Representative Bera's office to pursue additional funding opportunities.

Staff also received a request from Senator Padilla's office, in coordination with Senator Schiff, to provide projects and input for Water Resources Development Act (WRDA) and EPA Water Infrastructure Re-Authorization of 2026 as part of the work plan for the U.S. Senate Committee on Environment and Public Works, on which both California senators serve. Staff will work with The Ferguson Group to include both Ranney Collector and distribution pipeline projects.

3. Bay Delta Plan

In December 2025, the State Water Resources Control Board (Water Board) released a revised draft Sacramento/Delta updates to the Bay Delta Plan and the Staff Report serving as Substitute Environmental Document in support of a new chapter for public review and comment. The Regional Water Authority (RWA) is coordinating the review and comments from the region and will send a formal comment letter to the Board before the written comments deadline of February 2, 2026.

4. Sacramento Groundwater Authority (SGA) and Sacramento Regional Water Bank

RWA provided an update on the status of the Sacramento Regional Water Bank (SRWB) to the SGA at its Board meeting in December. RWA is in the process of finalizing technical work in preparation for CEQA compliance through an Environmental Impact Report (EIR). This work includes tools development for the Water Accounting System (WAS), stream depletion factor (SDF) analysis, groundwater impact modeling, and mitigation and monitoring plan, etc. The Water Bank status update and the Groundwater Sustainability Plan (GSP) update presentations are included in Attachment 3.

Attachments

1. Water Forum – Purveyor Specific Agreements and Interagency Agreement
2. Department of the Interior, Environment, and Related Agencies Appropriations Act 2026
3. Sacramento Regional Water Bank Project Status Update and North American Subbasin (NASb) Groundwater Sustainability Plan Update

ATTACHMENT 1

Water Forum 2050 – Updated Purveyor Specific Agreements

Eldorado Irrigation District.....	2
Placer County Water Agency.....	13
City of Folsom.....	37
City of Roseville.....	47
San Juan Water District.....	58
Golden State Water Company.....	66
Carmichael Water District.....	76
City of Sacramento.....	84
Sacramento Suburban Water District.....	102
East Bay Municipal utility District.....	112
Sacramento county Water Agency.....	135

El Dorado Irrigation District Purveyor Specific Agreement

El Dorado Irrigation District Overview

General

The El Dorado Irrigation District (“EID” or “District”) provides water, sewer, recycled water, and water-related recreation services within its service area. The District is the major water supplier located on the western slope of the Sierra Nevada Mountains in El Dorado County. The contiguous service area of the District spans approximately 220 square miles and includes a variety of urban, suburban, and rural communities and land uses. The population of the District’s service area is approximately 130,000, accounting for approximately two thirds of the total population of El Dorado County.

The District operates over 1,119 miles of water pipe, 27 miles of ditches, 5 water treatment plants, 4 sewage treatment facilities, 456 miles of sewer lines, 60 lift stations, 36 water and 5 recycled water storage and regulating reservoirs, and 38 water and 5 recycled water pump stations. The District’s water treatment plants have a total treatment capacity of approximately 102.6 million gallons per day (“mgd”).

The District also owns and operates a 21 megawatt hydroelectric generation project (“Project 184”) licensed by the Federal Energy Regulatory Commission (“FERC”) which consists of 4 reservoirs (Echo Lake, Lake Aloha, Caples Lake, and Silver Lake), dams, a forebay, a penstock, a powerhouse, and approximately 22 miles of flumes, canals, siphons, and tunnels located in the Sierra Nevada Mountains east of Placerville in the counties of El Dorado, Alpine, and Amador. The District acquired this hydroelectric generation project from Pacific Gas & Electric (“PG&E”) in 1999. The District operates the hydroelectric generation facilities, including recreational features, incidental to delivery of water through the Water System and sells power generated from such hydroelectric facilities on the wholesale market. While the District generates power sales revenue from operating Project 184, the 1999 purchase of Project 184 from PG&E was primarily undertaken to preserve the pre-1914 water rights associated with the facilities and to facilitate the acquisition of additional water rights thereafter obtained by Permit 21112 (described in more detail below).

Water Supply

The District’s primary supplies come from tributaries to the American and Cosumnes Rivers as described below.

Jenkinson Lake. The District owns, operates and supplies water from Jenkinson Lake through licensed appropriative water rights on Camp and Sly Park Creeks, both tributaries to the North Fork Cosumnes River. The available consumptive supply from Jenkinson Lake is approximately 23,000 acre-feet annually.

Folsom Reservoir. Pursuant to a permanent repayment contract between the District and the United States Bureau of Reclamation (“USBR”) (the “Folsom Reservoir Repayment Contract”), the District can divert up to 7,550 acre-feet per year of Central Valley Project water from Folsom Reservoir to serve the El Dorado Hills and western Cameron Park area. Additionally, in August 2010, the District and the USBR executed a long-term Warren Act Contract (the “Ditch/Weber Warren Act Contract”) to enable the District to utilize at Folsom Reservoir up to 4,560 acre-feet of water per year from four pre-1914 water rights formerly associated with historic District ditches.

The District also has an appropriative water right (“Permit 21112”) to make consumptive use of 17,000 acre-feet annually of the water previously used only for Project 184’s hydroelectric power operations. Pursuant to this right, water may be taken from Folsom Reservoir. On August 3, 2016, the District and USBR finalized and signed a long-term Warren Act Contract for use of the full 17,000 acre-feet until 2030, after which such contract is eligible for renewal.

Finally, pursuant to P.L. 101-514 (enacted in 1992), El Dorado County Water Agency (“EDCWA”) and USBR signed a long-term water service contract on October 23, 2019, for 15,000 acre-feet per year of water from Folsom Reservoir. Though the District and EDCWA have not yet negotiated a contract that will enable the District to utilize this supply, the District expects that, pursuant to a prior contract with the EDCWA, the District will receive at least one-half, or 7,500 acre-feet, of the water subject to future negotiation of repayment costs. This contract entitlement, if secured, will be in addition to the current Folsom Reservoir Repayment Contract entitlement of 7,550 acre-feet of water, the Ditch/Weber Warren Act Contract entitlement of 4,560 acre-feet of water, and the Permit 21112 Warren Act Contract entitlement of 17,000 acre-feet of water.

Forebay Reservoir. Forebay Reservoir is part of Project 184. Water stored in Silver, Caples, and Echo lakes and Lake Aloha is released and then diverted, along with natural river flows, into the El Dorado Canal near Kyburz and Highway 50. The El Dorado Canal conveys up to 165 cubic feet per second (“cfs”) approximately 22.5 miles to Forebay Reservoir in Pollock Pines. At the Forebay Reservoir, the District diverts up to 15,080 acre-feet per year for drinking water treatment at Reservoir 1 water treatment plant.¹ The balance of the flows entering Forebay Reservoir is utilized for power generation at Project 184’s El Dorado Powerhouse.

Crawford Ditch. The District has pre-1914 water rights to 5,000 acre-feet of water annually from both the North Fork Cosumnes River and Clear Creek points of diversion into the Crawford Ditch, a Gold Rush era ditch. Water from Crawford Ditch is available only as raw water for irrigation and agricultural customers located along the Crawford Ditch and none of this supplemental supply is included in the District’s system firm yield water supply calculations.

¹ The District also delivers some water originating in the District’s Project 184 facilities into Jenkinson Lake via its Hazel Creek Tunnel.

In 2021, the calculated system firm yield from the first three of the sources of water supply described above totaled 63,500 acre-feet. Current surface water entitlements from both the American River and Cosumnes River total around 81,500 acre-feet, with 44,200 acre-feet originating in the American River and its tributaries.

The District has no interties with surrounding purveyors although EID's connectivity to Folsom Reservoir provides connection to other purveyors that receive Folsom Reservoir supplies. The District does, however, have multiple interties between the American and Cosumnes basins internal to both the District's raw water intake system and treated water distribution system.

The District currently does not use groundwater as a source of supply, nor does it overlie any groundwater basins identified by DWR Bulletin 118. Given the lack of any groundwater basins on the western slope of El Dorado County, it is extremely unlikely that the District will ever utilize groundwater as a supply in the future. While the District remains open to considering opportunities for conjunctive use projects within or outside of its service area, no such projects have been identified at this time. However, the District is participating in the Regional Water Authority's Sacramento Groundwater Bank.

The District also has a recycled water system with source water from two regional wastewater treatment plants that operate with an annual production rate of approximately 3,500 acre-feet. The District has used recycled water to meet non-potable demands such as industrial processes and irrigation of golf courses, landscaping, outdoor residential irrigation, and road medians within the El Dorado Hills service area. Potable water has been used to supplement the recycled water system since 2002 to meet peak demands. Construction of seasonal storage for recycled water would reduce or eliminate the need to supplement the recycled system with potable water, but the estimated costs to construct seasonal storage make it infeasible at this time.

Surface Water Management: Current and Projected Demands

The District has invested in long-term water efficiency efforts that have kept water demands relatively stable despite population growth in El Dorado County. Current District demands are on average approximately 35 thousand acre-feet ("TAF") annually. This is down from approximately 45 TAF in 2008 but demands are expected to return to approximately 40 TAF by 2045. See *Figure 1*, below, for historic District diversions from both the American River and Cosumnes River to meet customer potable demand at water treatment plants ("WTP").

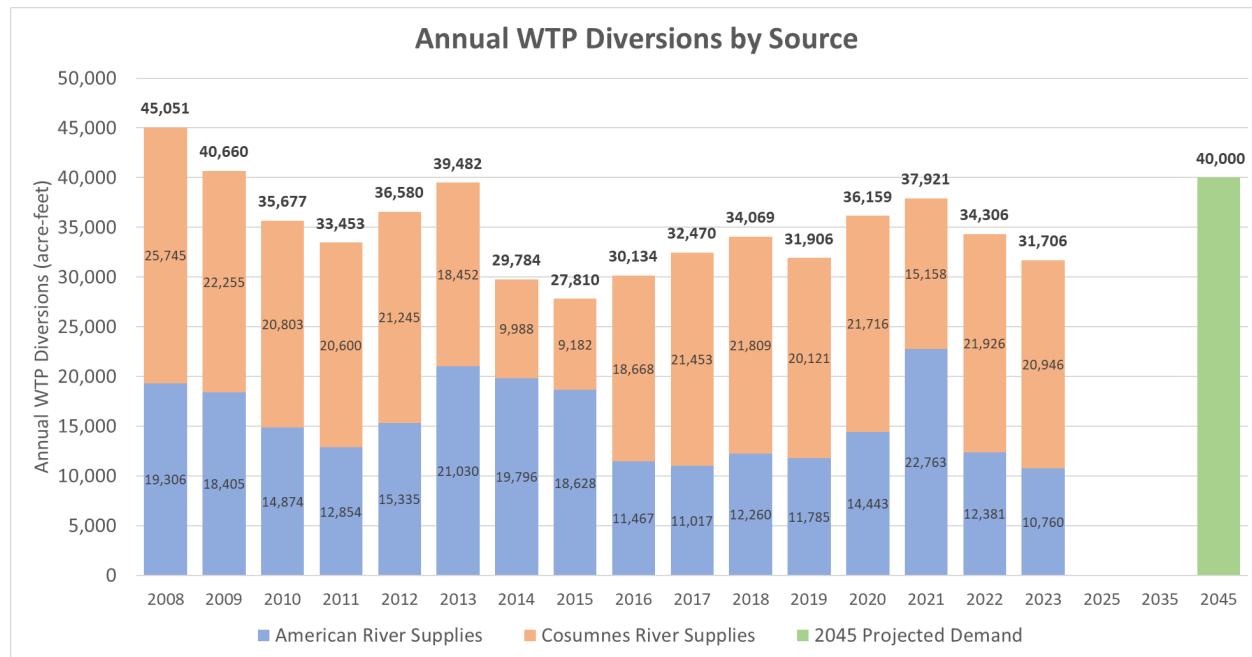


Figure 1. District American River and Cosumnes River Diversions to Meet Customer Potable Demand

The percentage of water demands met by the American River or Cosumnes River supplies described above varies with hydrologic conditions and the operational constraints of the District's water delivery system. Recent hydrologic modeling indicates that hydrologic conditions affecting Cosumnes River supplies during dry and critically dry water years will limit the District's ability to meet increased future customer water demands through increased reliance on Cosumnes River supplies. During such dry conditions with future water demands, the District proportional reliance on American River supplies may increase if Cosumnes River supplies are inadequate. As described in more detail below, there may be opportunities for the District to shift from one source of supply (i.e. American River) to another (i.e. Cosumnes River) during certain times in order to help meet the Water Forum's Coequal Goals.

Notably, the District has invested heavily over the last decade in infrastructure improvements that help meet the Water Forum's Coequal Goals. Examples include the 50 million dollar construction of a temperature control device at the District's Folsom Lake intake, the 25 million dollar piping of an open and unlined ditch, and the recently awarded 50 million dollar construction contract to construct an intertie pipeline (the Sly Park Intertie) between the District's two primary supply sources on the American and Cosumnes Rivers.

El Dorado Irrigation District Surface Water Management Proposal

In pursuit of the two co-equal objectives of the Agreement, and subject to all of the terms and conditions of the Agreement, including the caveats and assurances described herein, EID offers the following proposal. Commitments are discussed generally and in four different sections specific to Normal (Most) and Wet Conditions, Drier Conditions, Driest Conditions, and Critically

Low Folsom Reservoir Storage Conditions. This proposal was prepared with the following guiding principles in mind:

1. *Reduce surface water diversions from the Lower American River (“LAR”) in dry conditions to provide for river health.*
2. *Prioritize surface water diversions in wet conditions to allow groundwater recharge.*

As presented in detail above, the District meets customer demand with supplies deriving from both the American River and Cosumnes River watersheds. Consistent with the guiding principles listed above, the District will reduce surface water diversions from the American River in dry conditions by adhering to its then-adopted Drought Action Plan and Water Shortage Contingency Plan. The Drought Action Plan includes specific actions for the management of the District’s water supply and demand, addresses the impacts associated with drought, and facilitates the timely implementation of effective drought responses. When and to the greatest extent possible, the District will rely upon Cosumnes River supplies to meet customer demand.

The District does not have access to groundwater and is, therefore, unable to substitute surface water diversions with groundwater extraction in times of surface water scarcity. However, as an operator of reservoirs upstream of Folsom Reservoir, the District is capable of making wet-year releases in “most” years for affordable transfer to LAR purveyors, which would allow purveyors that would otherwise need groundwater to forgo groundwater pumping in wet years and thereby promote groundwater recharge. The District is also able to provide additional transfer water in “drier” and “driest” years – amounts subject to hydrologic conditions and potential curtailments to District entitlements. The District is currently participating in the Regional Water Authority’s Sacramento Groundwater Bank and through that venue will seek partnerships with LAR purveyors for the transfers described above.

[Normal \(Most\) and Wet Conditions Management](#)

In normal and wet conditions, the District will use American River supplies to meet up to 50% of its *forecasted 5-year total potable demand* and potentially provide transfer water for conjunctive use to improve groundwater conditions. Normal conditions exist when the forecasted unimpaired inflow into Folsom Reservoir (“UIFR”) is greater than 950 TAF and wet conditions exist when the forecasted UIFR is greater than 1.6 MAF. In normal and wet conditions, the District’s surface water diversions would be defined by the *forecasted 5-year total potable demand* in the most recent Urban Water Management Plan (“UWMP”). Because the District meets customer demand from both the American and Cosumnes River supplies, the *forecasted total potable demand* must be reduced to account for only the diversions from the American River. The reduction would be informed by recent diversion patterns in the preceding 10-year period with the maximum single-year ratio of demands met with American River supplies being applied to normal conditions (up to 50%). This 10-year maximum ratio of demand met by American River supplies would be applied to the UWMP *forecasted 5-year total potable demand*.

Below is a theoretical example:

- UWMP Forecasted 5-year Total Potable Demand: 40 TAF

- 10-year maximum ratio of American River-derived supplies to meet demand: 50%
- Total American River Surface Water Diversions: $40 \text{ TAF} * 0.50 = 20 \text{ TAF}$

In addition to the commitments for surface water diversions in normal and wet conditions, the District proposes to provide transfer water to LAR purveyors when the UIFR is above 950 TAF and supplies allow for such transfers. The transfer of water could improve groundwater conditions in the lower reaches of the watershed through direct groundwater recharge or wheeling of water to users that are traditionally served by groundwater in these year types.

Drier Conditions Management

In drier conditions, the District will implement the conservation measures required by its adopted Drought Action Plan, limit use of American River Supplies to meet up to 70% of UWMP forecasted 5-year total potable demand, and potentially provide transfer water for conjunctive use to improve groundwater conditions. Drier conditions exist when the forecasted UIFR is between 400 TAF and 950 TAF. In drier conditions, the proportion of diversions from the American River will increase relative to normal and wet conditions due to limited Cosumnes River supplies. Instead of surface water diversion reductions, the District proposes to provide downstream benefits through the reoperation and transfer of stored supplies and entitlements to LAR purveyors. The quantity of water available in “drier” conditions will be dependent on watershed conditions and reservoir storage. The commitment of potential volumes available for transfer to LAR purveyors or south of delta demand and the source of this water can be defined at a later stage.

Driest Conditions Management

In driest conditions, the District will implement the conservation measures required by its adopted Drought Action Plan, limit use of American River Supplies to meet up to 75% of forecasted 5-year total potable demand, and potentially provide transfer water for conjunctive use to improve groundwater conditions. Driest conditions exist when the forecasted UIFR is less than 400 TAF. In driest conditions, the proportion of diversions from the American River will increase relative to drier, normal, and wet conditions due to increasingly limited Cosumnes River supplies. Instead of surface water diversion reductions, the District proposes to provide downstream benefits through the reoperation and transfer of stored supplies and entitlements to LAR purveyors. The quantity of water available in “driest” conditions will be dependent on watershed conditions and reservoir storage. The commitment of potential volumes available for transfer to LAR purveyors or south of delta demand and the source of this water can be defined at a later stage.

Critically Low Storage Conditions in Folsom Reservoir

Climate change is expected to greatly increase the frequency of critically low storage in Folsom Reservoir. Below characterizes potential District operations that might help the American River under the following two conditions:

1. Potential operations in spring and summer when Folsom Reservoir storage is forecasted to reach 110 TAF at some point in the year.
 - Rely on Cosumnes River supplies to meet customer demand to the greatest extent possible

- Conserve water as described in the District's Drought Action Plan
 - Potentially provide transfer water stored higher in the watershed
 - Plan for the potential installation of temporary barge and pumps at Folsom Lake
2. Potential operations in summer and fall when Folsom Storage is below 110 TAF
- Rely on Cosumnes River supplies to meet customer demand to the greatest extent possible
 - Conserve water as described in the District's Drought Action Plan
 - Potentially provide transfer water stored higher in the watershed
 - Potentially install temporary barge and pumps at Folsom Lake

Demand Management

As noted above, the District has invested in long-term water efficiency efforts that have reduced demands notwithstanding population growth within its service area. Current District demands are on average approximately 23% lower than the peak demand of 45,000 acre-feet in 2008.

In 2019, the District converted its Main Ditch into an underground pipeline, at a cost of approximately \$20 million, to reduce system water losses. That project resulted in annual savings of approximately 1,500 acre-feet of water from seepage and evaporation. The District successfully defended a lawsuit brought by local opposition under the California Environmental Quality Act (see *Save the El Dorado Canal v. El Dorado Irrigation District* (2022) 75 Cal.App.5th 239 (upholding El Dorado Irrigation District's Environmental Impact Report and denying the petition for writ of mandate)).

The District's Office of Water Efficiency offers several programs and services to commercial and residential customers to help conserve and achieve higher water efficiency. For example, District water efficiency staff perform water audits for homes and businesses to evaluate irrigation systems, plumbing retrofits, and detect system leaks. The District also offers rebates for qualifying purchases of water efficient appliances.

The District is committed to abiding by current and future relevant conservation and water use efficiency regulations. At the time of signing the Water Forum 2050 agreement, key requirements are associated with the following: 2024 "Making Conservation a California Way of Life" regulations, Assembly Bill 1572 related to irrigation of non-functional turf with potable water, and the Model Water Efficient Landscape Ordinance ("MWELO") which encourages low-water use and native landscaping for new development.

The District's anticipated approach to comply with current water conservation efforts remains under development. On September 22, 2025, the District awarded a contract to Hoch Consulting to assist the District in developing a compliance and reporting plan to implement the "Making Conservation a California Way of Life" Regulation. In addition, the approach will be guided by input from District staff, members of the communities we serve, and regional partners through the Water Forum. A similar process will be employed to roll out programs and actions to

meet future calls for conservation. District staff will leverage the Water Forum to engage and update the region as progress is made.

Contributions to River Corridor Health

To contribute to the co-equal goal of river corridor health, the District will take the following actions:

- Release water below District reservoirs (Lake Aloha, Caples Lake, Silver Lake on the South Fork American River and Jenkinson Lake on the Cosumnes River) that provide downstream benefits to aquatic resources year-round. On the South Fork American River and its tributaries, EID's minimum instream releases are set forth in its FERC license for Project 184 and streamflow is measured at USGS reviewed gaging stations. On the Cosumnes, minimum instream releases are included in EID's licensed water rights for Camp and Sly Park Creeks. Bypass flows are maintained through an 8" pipe at the Camp Creek diversion dam and release requirements to Sly Park Creek below Sly Park Dam (Jenkinson Lake) are maintained and measured by the District. The instream releases described above in both the American River and Cosumnes River are ongoing and will continue to promote and protect watershed health.
- Conserve water as described in the District's Drought Action Plan to increase instream flows both above and below Folsom Reservoir.
- Make payments into the Central Valley Project Restoration Fund. As conditions under its CVP contract, and as a requirement to divert water from Jenkinson Lake (previously considered a CVP facility), the District pays a per-acre foot restoration fee, as authorized by the Central Valley Project Improvement Act. Annual payments depend on hydrology and customer demand in any given year. In 2023, the District paid over \$500k in restoration payments to USBR.
- Release additional water from storage for instream flow as part of the American River Tributary portion of the proposed Agreement to Implement Healthy Rivers and Landscapes, an alternative to the unimpaired flow approach recommended by the State Water Resources Control Board in the proceedings to update Bay-Delta Water Quality Control Plan.
- Operate its Folsom Lake intake to maximize the benefit of its temperature control device, diverting water above 60 degrees Fahrenheit while USBR is managing the cold-water pool (which may occur annually April through November, depending on conditions).
- Rely on Cosumnes River supplies to meet customer demand to the greatest extent possible, effectively reducing surface water diversions from Folsom Reservoir and the South Fork American River.
- Pursue a feasible alternate supply for customers served by upper Crawford Ditch. Presently, the District diverts up to 15 cfs (closer to 6 cfs on average) from the North Fork Cosumnes River under Pre-1914 water rights from May through October to supply non-potable uses for a small number of customers. If the District can identify a feasible alternative, it could refrain from diverting the water, leaving the water in the North Fork Cosumnes to contribute to in-stream beneficial uses.

- Potentially provide transfer water in normal/wet years for groundwater recharge through the Sacramento Groundwater Bank and during drier/driest years to meet LAR and south-of-Delta demand to increase instream flows below Folsom Reservoir.

Contributions to Water Supply Reliability

To contribute toward the co-equal goal of water supply reliability, the District will take the following actions:

- Continue to invest in water supply reliability by adhering to its annually adopted 5-year capital improvement plan. Notable projects included in that plan include:
 - Construction of the Sly Park Intertie (currently under construction in 2025)
 - Replacement of wooden flumes with concrete
 - Replacement of hypalon water storage reservoirs with concrete
 - Replacement of the Silver Lake Dam (scheduled to begin in 2027)
- Expand its water treatment and transmission facilities as described in its then current Water and Recycled Water Master Plan (adopted on June 24, 2024).
- Potentially provide transfer water in normal years (groundwater recharge) and during drier/driest years (meet LAR demand) to increase instream flows below Folsom Reservoir.

See Table 0.1 for a listing on completed and on-going District projects.

Future EID Projects and Investments

The following projects and initiatives are key to EID meeting the commitments contained herein and EID's water supply reliability in 2030 and beyond:

- Regional water transfers and agreements (partnerships)
- Addition of upstream point of diversion to Permit 21112

See Table 0.1 for a listing of completed and on-going District projects.

Caveats & Assurances

1. The signatories hereby acknowledge that the District's existing Urban Water Management Plan forecasts an increase in future customer potable water demand. The signatories further acknowledge that (1) the District will need to ensure that it has sufficient available water supplies to meet forecasted future water demands throughout the District's service area; and (2) ensuring sufficient available water supplies may require the District to undertake infrastructure and non-infrastructure projects that impact District water rights and supplies.
2. Without foregoing any current or future rights or remedies with respect to any project in particular, the Signatories hereby commit to work in good faith toward understanding each party's respective interests and to seek to resolve any concerns with regard to present and future water rights projects.
3. In the event of unforeseen circumstances, the District must be relieved of the commitments included herein. Unforeseen circumstances include, but are not limited to, curtailment of senior water rights, unanticipated infrastructure failures, forecasted carryover storage that

falls below historical averages, changes in statute or regulation that inhibit EID's ability to meet commitments, etc.

Table 0.1 Major water supply projects that promote Water Forum coequal objectives

Water Purveyor / Water Right Holder	Project(s) Identified in Water Forum Agreement	Project Status
El Dorado Irrigation District	<p><i>Completed Actions</i></p> <ul style="list-style-type: none"> • Main Ditch Piping project • Replacement of wooden flumes with concrete • Folsom Lake Intake project with temperature control device (TCD) 	<p><i>Completed Actions</i></p> <ul style="list-style-type: none"> • Project completed in 2022 • Many sections completed with others in the planning/design phase • The project is complete and TCD operational as of 2023
	<p><i>On-going/Pending Actions</i></p> <ul style="list-style-type: none"> • Sly Park Intertie • Replacement of Silver Lake Dam • Addition of upstream point of diversion for Permit 21112 • Improved and expanded transmission with the District distribution system • Expanded treatment capacity of El Dorado Hills Water Treatment Plant • Recycled water storage project • Negotiation of agreement with El Dorado Water Agency to utilize Fazio water • Potentially provide transfer water to meet LAR needs • Pursue a feasible alternate supply for customers served by upper Crawford Ditch (North Fork Cosumnes River) 	<p><i>On-going/Pending Actions</i></p> <ul style="list-style-type: none"> • Intertie construction active in 2025 • Dam construction to begin in 2027 • Public engagement and environmental document preparation • See Water and Recycled Water Master Plan for details • Planning and public engagement phase • Planning phase • TBD • TBD based on potential agreements with LAR purveyors • Planning phase

Placer County Water Agency

Purveyor Background

Placer County Water Agency (PCWA) was created in 1957 by a special act of the California Legislature known as the Placer County Water Agency Act. The boundaries of PCWA are coterminous with the boundaries of Placer County. PCWA has a five-member board of directors elected in each of the county's supervisorial districts for four-year terms.

PCWA carries out a broad range of responsibilities including water resource planning and management, wholesale and retail supply of water, and hydroelectric energy production. PCWA has access to stored surface water appropriative rights and contract entitlements totaling roughly 500,000 acre-feet per year (AFY), with about half this amount being planned for consumptive use. PCWA also has access to a regionally managed sustainable groundwater supply.

PCWA currently delivers approximately 100,000 AFY of treated and untreated water to retail customers and approximately 30,000 AFY to neighboring water suppliers for resale, serving a total population of over 250,000 people in Placer County directly or indirectly. In addition, PCWA regularly makes surface water available through transfers to assist fishery protection goals in the lower American River while simultaneously providing water supplies to water purveyors across the state with limited access to water in dry years and periods of drought.

In the future, it is anticipated that PCWA will have a buildout water demand of approximately 253,000 AFY. PCWA is actively engaged in regional water planning, such as conservation and conjunctive use, to ensure sufficient water supply is available to meet demands.

Service Area

In accordance with its act, PCWA's district boundary overlays the entire area of Placer County. However, PCWA has formed Zone 6 as a boundary to reflect its practical service area under current planning in western Placer County. The Zone 6 service area is a financial and operational amalgamation of four separate systems acquired or developed over time. Each of these underlying systems is designated as a PCWA Zone; numbered 1, 2, 3 and 5.¹ PCWA refers to Zone 6 as the "Western Water System." This Zone 6 service area (**Figure 1**) extends from the community of Alta on the east, westward down the Interstate 80 corridor, and bounded by the Nevada Irrigation District to the north, the South Sutter Water District to the west, Sacramento County to the south, and El Dorado County to the east. The service area includes retail treated water deliveries to the communities of Alta, Monte Vista, Applegate, Colfax, Auburn, Loomis, Rocklin, and much of the surrounding unincorporated areas within Placer County. PCWA also provides wholesale treated water to the City of Lincoln and California-American Water Company for use in their franchise area west of Roseville and south of Baseline Road, and to other relatively small community water systems throughout PCWA's service area.

¹ Previously, PCWA served an area called Zone 4. Zone 4, located in Martis Valley near Truckee, California, is now served by Northstar Community Services District.

Placer County Water Agency

In addition to treated water service, PCWA provides untreated water through its extensive canal system to individual customers and water for treatment and resale by other retail water purveyors. Untreated water comprises more than half of PCWA's delivery by volume.

PCWA also provides untreated water under its North Fork American River water rights into Folsom Lake for delivery to the San Juan Water District (SJWD), the City of Roseville, and Sacramento Suburban Water District (SSWD). Thus, PCWA's place of use for its American River water rights extends outside of its district boundary (**Figure 2**).

Supply Portfolio

PCWA uses surface water as its primary water supply for delivery to its wholesale and retail customers. PCWA may also use groundwater in dry hydrologic conditions to meet demands and may use recycled water – produced by the cities of Roseville and Lincoln – to meet demands in the future. Existing and planned supplies are summarized in **Table 1** and briefly described below.

Table 1. PCWA's Existing and Planned Supplies, AFY

Supply Source	2020	2025	2030	2035	2040	Buildout
Middle Fork Project (MFP)	120,000	120,000	120,000	120,000	120,000	120,000
MFP Downstream ¹	47,000	47,000	47,000	47,000	47,000	47,000
Central Valley Project ² (CVP)	0	0	35,000	35,000	35,000	35,000
Pacific Gas and Electric (PG&E)	125,400	125,400	125,400	125,400	125,400	125,400
Pre-1914 Appropriative Rights	3,400	3,400	3,400	3,400	3,400	3,400
Recycled Water	0	0	2,500	5,000	7,000	9,000
Groundwater	2,000	2,000	4,000	4,000	5,000	5,000
TOTAL SUPPLY	297,800	297,800	337,300	339,800	342,800	344,800

¹ MFP supply to be delivered to an expanded place of use downstream in dry years, see Surface Water Management.

² CVP supply is currently not available due to physical limitations until infrastructure is in place to access this supply, which is assumed to be in 2030.

Surface Water. PCWA's surface water supplies consist of water diverted from the Yuba, Bear, and North Fork American Rivers and its tributaries which includes:

- Water purchased from Pacific Gas and Electric Company (PG&E) from the Yuba and Bear Rivers under the 1982 Zone 3 Contract Purchase Agreement and the 2015 Water Supply Agreement;
- Direct diversions from the North and Middle Forks of the American River and water stored in its Middle Fork Project (MFP) under water rights permits 13856 and 13858;
- Central Valley Project (CVP) water under CVP Repayment Contract 14-06-200-5082A-IR1-P from the American River; and
- Surface water from various small creeks under pre-1914 water rights.

A description of PCWA's existing surface water supplies is provided below and summarized in **Table 2**. **Table 2** identifies the source, purpose of use, maximum available quantity, and place of use for each water supply.

Placer County Water Agency

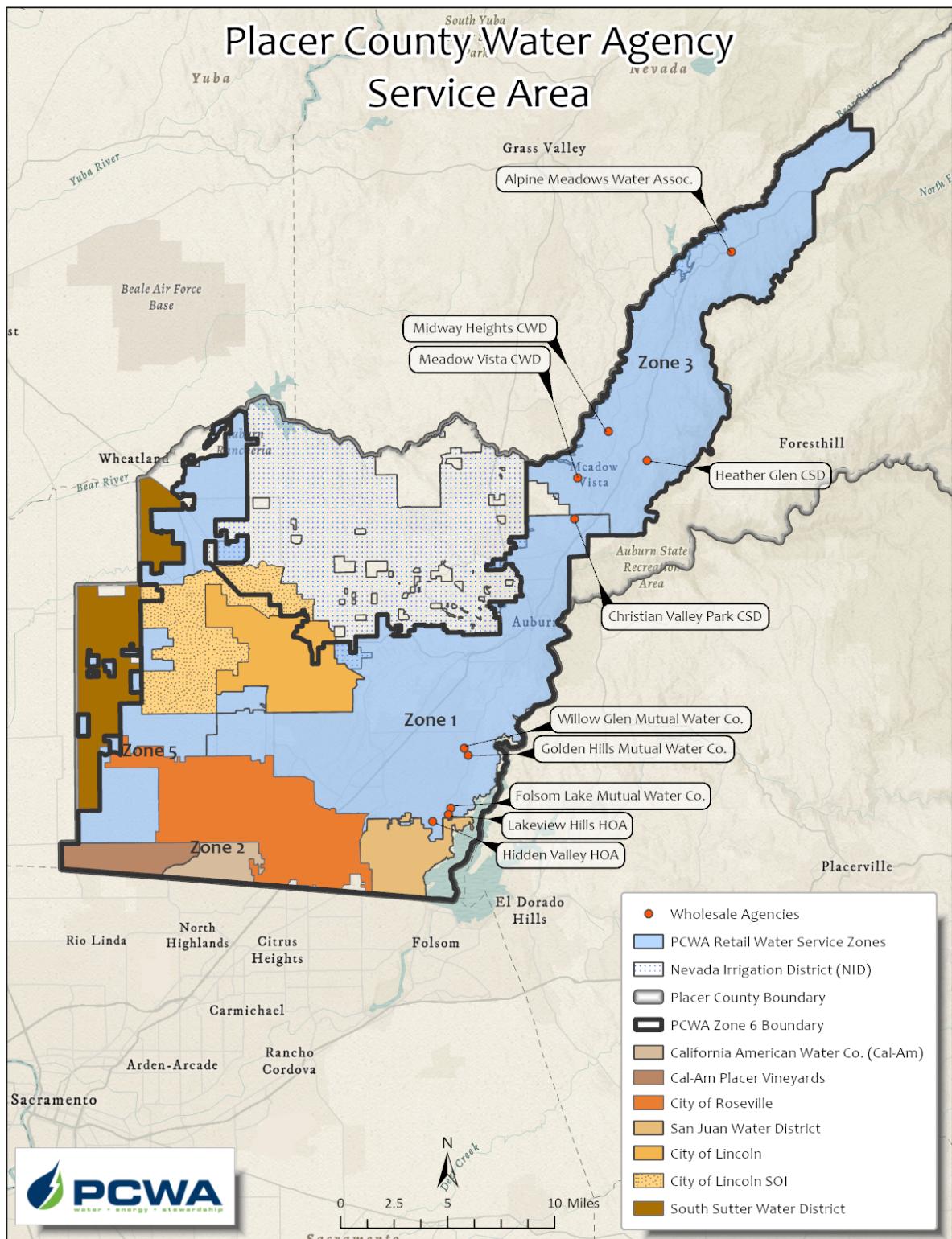


Figure 1. PCWA's Service Area and Zones

Placer County Water Agency

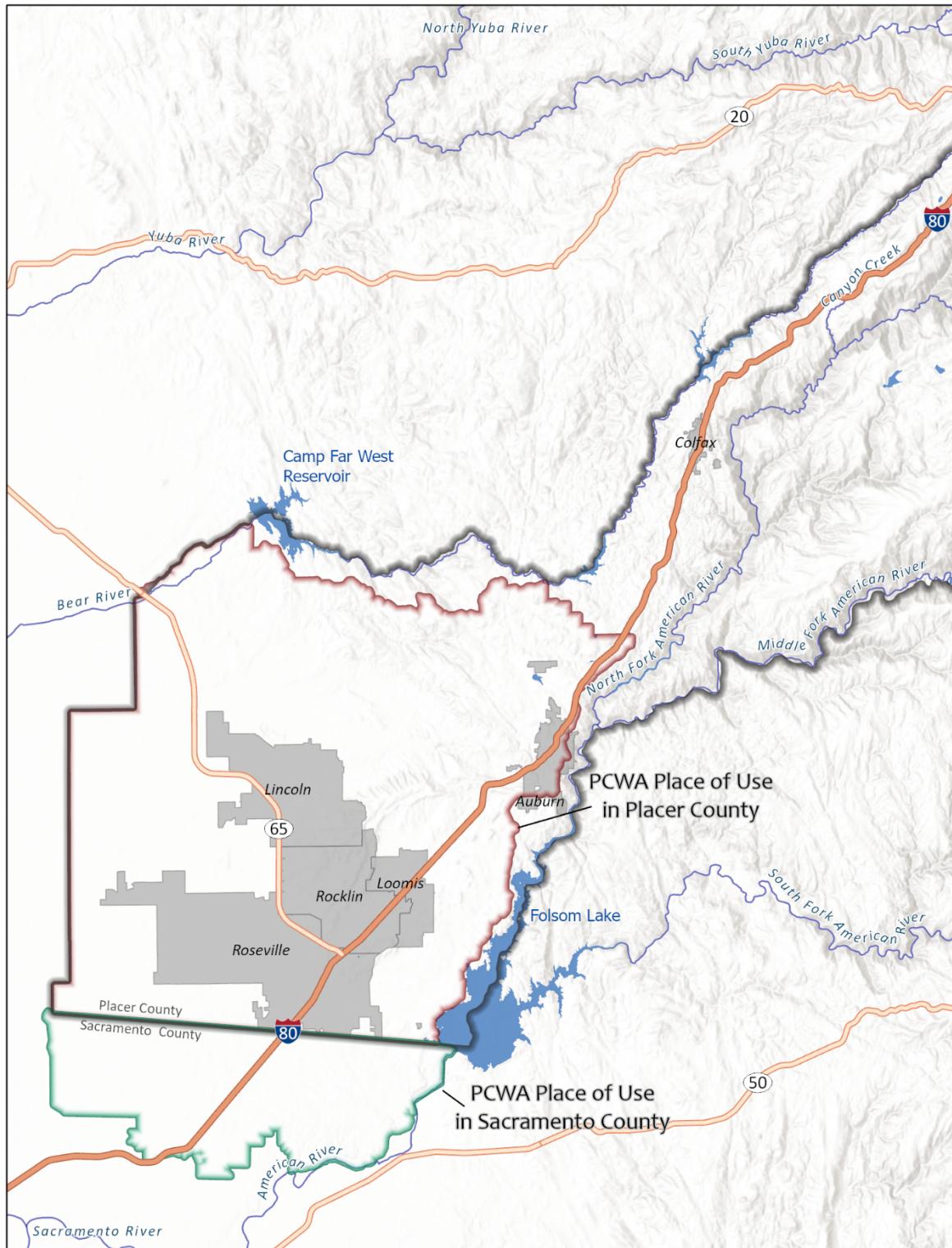


Figure 2. PCWA's American River Water Rights Place of Use

Placer County Water Agency

PG&E Contracts

PCWA has two water supply contracts with PG&E for the purchase of up to 125,400 AFY for irrigation and domestic purposes—100,400 AFY under an agreement for the “Western Water System” (formerly Zones 1, 2, and 5) and 25,000 AFY under another agreement for Zone 3. The underlying rights for the PG&E supply are PG&E’s pre-1914 appropriative rights to water in the Yuba and Bear Rivers, which were established prior to the time that PG&E developed hydroelectric facilities throughout the Yuba and Bear watersheds and are dedicated to consumptive needs in Nevada and Placer Counties. The water supply that PCWA purchases from PG&E is used to meet both untreated and treated water demands within PCWA’s service area.

PG&E Drum-Spaulding water supplies have historically been very reliable. However, during recent droughts the allocation of this supply has been reduced and climate change projections indicate that this water supply will not be as reliable due to warming temperatures and reductions in precipitation as snowfall. Additionally, the age of the infrastructure in PG&E’s Drum Spaulding System has resulted in an increase in infrastructure failures and periods of outage for repairs that affect the reliability of this water supply.

American River Water Rights

PCWA holds appropriative water rights on the North Fork and Middle Fork of the American River and various tributaries thereof pursuant to Permits 13856 and 13858 through the California State Water Resource Control Board (State Water Board), Division of Water Rights, and owns and operates the Middle Fork Project (MFP), a multi-purpose water supply and hydroelectric-generation project. Major components of the MFP include two storage reservoirs, five regulating reservoirs and diversion pools, and five powerhouses. The MFP seasonally stores and releases water to meet consumptive water demands within western Placer County and northern Sacramento County while simultaneously generating clean and renewable power for the California electric grid. Currently, PCWA’s use of American River water for consumptive purposes is diverted at two locations: (1) American River Pump Station (ARPS); and (2) Folsom Dam.

The two water rights permits provide water supplies to PCWA’s treated and irrigation water customers from the ARPS and to PCWA’s wholesale customers from Folsom Dam. PCWA may use water under its permitted water rights in western Placer County, as well as portions of northern Sacramento County, including SJWD and its wholesale family, SSWD, and Rio Linda/Elverta Community Water District service areas. PCWA’s wholesale customers with deliveries out of Folsom Dam currently include the City of Roseville, SJWD, and SSWD.

The year of priority for water right Permits 13856 and 13858 is 1958, one year after PCWA was established by the Placer County Water Agency Act. These water rights were originally part of a State Filed Application filed pursuant to California Water Code section 10500 and were released from priority pursuant to California Water Code section 10504. The release from priority operates as a limited exception to the rule of priority, precluding the eventual assignee of the original State Filed Application from asserting priority against PCWA.

Placer County Water Agency

The consumptive volume of water available to PCWA from its American River water rights is currently limited by agreement with Reclamation. This limitation is related to performance by Reclamation in providing an alternate supply to PCWA pursuant to their CVP contract. The contextual relationship of these supplies is described below.

In November 2007, PCWA timely filed petition for extension of time with the State Water Board requesting an additional 36 years (until the year 2043) in which to put water allocated under these permits to full beneficial use. This petition was supported by members of the Environmental Caucus of the Water Forum. In March 2008, the State Water Board issued a Notice of Petition for Extension of Time (Petition) for Water Right Permits 13856 and 13858. PCWA's Petition for Extension of Time is pending before the State Water Board.

Central Valley Project Contract

PCWA has a CVP water supply contract with Reclamation for delivery of up to 35,000 AFY for municipal and industrial purposes, including groundwater recharge programs that are consistent with applicable State law. The CVP Repayment Contract 14-06-200-5082A-IR1-P (dated February 28, 2020) remains in effect in perpetuity. Reclamation reserves the right to apportion the available CVP water supply among PCWA and other CVP water contractors under its Municipal and Industrial Water Shortage Policy.

PCWA's point of diversion for CVP water under the CVP Contract is Folsom Dam, but the contract also includes potential for other points of diversion, including the Sacramento River, if agreed to by the Contracting Officer. PCWA does not currently own or control facilities that are capable of conveying CVP water from Folsom Dam to the PCWA service area. As such, the availability of the water supply is currently affected by physical limitation. PCWA is engaged in negotiations with Natomas Central Mutual Water Company and other regional entities to utilize existing facilities to divert and deliver PCWA's CVP project water supplies from the Sacramento River.

PCWA is a partner agency on the RiverArc Project, which would diversify water supplies by shifting a portion of regional water demand from the American River/Folsom Reservoir to the Sacramento River. PCWA anticipates the future opportunity to divert all or a portion of its CVP contract water from a diversion on the Sacramento River as part of the RiverArc Project.

Contextual Relationship of American River Water Rights and CVP Contract

PCWA completed construction of its MFP in 1967. This project has a current total storage capacity of 342,583 acre-feet (AF) in two major reservoirs and several smaller reservoirs. As originally planned, the MFP was to be comprised of three major reservoirs: French Meadows, Hell Hole, and American Bar. American Bar Dam was to be located just south of Foresthill, below the current Oxbow Powerhouse. American Bar Dam and Reservoir would have provided an additional 100,000 AF of water storage for the people of Placer County, as well as another large hydroelectric plant. Reclamation opposed PCWA's water right applications for the MFP and specifically American Bar Dam, because it was planned in the upper reaches of the flooded area of the future Auburn Dam. PCWA had also protested Reclamation's applications for water on the American River, including for the Auburn Dam. PCWA and

Placer County Water Agency

Reclamation then entered negotiations to resolve the protests in a way that would allow construction of both projects.

The negotiations resulted in a series of agreements which provided, in pertinent part, that PCWA would abandon plans to build American Bar Dam, instead moving the lowest of the MFP dams to Ralston Afterbay. PCWA also agreed to limit consumptive use diversions from the MFP to 120,000 AFY. In exchange, Reclamation was to provide PCWA with an additional 117,000 AFY of CVP water. This agreement insured PCWA that it had sufficient water supplies to meet the demands of Placer County and was memorialized in a 1966 "Agreement and Stipulation" between PCWA and Reclamation. The amount of CVP supply was subsequently agreed to be reduced to 35,000 AFY, which is now provided for in PCWA's 2020 long-term repayment contract.

PCWA's consumptive water rights from the MFP are still under development. PCWA's agreement to limit its diversion of MFP supply to 120,000 AFY subject to Reclamation's agreement to provide 35,000 AFY provides PCWA with a total of 155,00 AFY from the American River watershed. This amount combined with PCWA's water delivered by PG&E from the Drum-SpaULDING system is sufficient to meet buildout demands. This amount diverted from the American River is well within PCWA's MFP storage capacity of 342,583 AF. Should Reclamation fail to fulfill its obligations under the various settlement agreements with PCWA, PCWA would be ready, willing, and able to obtain the full amount from its MFP storage. In addition, PCWA is planning to deliver an addition 47,000 AFY of MFP water for consumptive use downstream of the confluence of the American and Sacramento Rivers. This consumptive use would be in dry years as part of a mitigation strategy for the lower American River, as discussed elsewhere in this document.

Pre-1914 Appropriative Rights

PCWA holds four pre-1914 appropriative water rights for diversion of water from various small creeks and their tributaries in western Placer County. These rights are generally for agricultural purposes, including irrigation and livestock watering.

Groundwater. PCWA has historically produced a limited quantity of groundwater. PCWA does not anticipate utilizing groundwater to support its normal year water deliveries. PCWA has two wells – the Sunset Well and the Tinker Well – each with a production capacity of about 1,000 AFY. These wells are for backup and dry-year supplies. The proposed Regional University development plans to construct one new well and the current Placer One development plans to construct two new wells, increasing PCWA's groundwater supply from the current 2,000 AFY to 5,000 AFY in 2040 (**Table 1**).

Recycled Water. The County of Placer has access to recycled water through its wastewater service arrangements with the cities of Roseville and Lincoln and has dictated use of these supplies as a condition of development in the Placer Vineyards, Placer One, and Regional University projects. Potential retailers of these supplies are the county, PCWA, and California-American Water Company. Regardless of who the retailer is, these supplies would be available as conditions of those development projects. PCWA anticipates the quantities of recycled water presented in **Table 1** to be made available. The details of recycled water delivery are being developed as part of on-going regional planning.

Placer County Water Agency

Table 2. PCWA's Surface Water Supply Summary

Supply	Source	Purpose of Use	Volume, AFY	Place of Use
Water Right Permits 13856 and 13858	American River	Irrigation, Domestic, Municipal, and Industrial, Recreation	120,000 ¹	Western Placer County and Portions of Sacramento County (see Figure 2)
Water Right Permits 13856 and 13858	American River	Irrigation, Domestic, Municipal, and Industrial, Recreation	47,000 ²	Proposed expanded place of use to include East Bay Municipal Utility District and other potential downstream buyers
Central Valley Project Contract	American River ³	Municipal and Industrial	35,000	Place of use pursuant to contract (generally PCWA's Zone 1)
PG&E Water Supply Agreement (2015)	Yuba and Bear Rivers	Irrigation and Domestic	100,400	Western Water System (generally PCWA's Zone 6)
PG&E (Zone 3) Purchase Agreement (1982)	Yuba and Bear Rivers	Irrigation and Domestic	25,000	PCWA's Zone 3
Pre-1914 Appropriative Right (S000959)	Canyon Creek	Irrigation and Domestic	40 cfs (Max.)	Alta, Colfax, Monte Vista and rural areas (Not limited to Zone 3)
Pre-1914 Appropriative Right (S000967)	Tributary to Auburn Ravine	Irrigation and Stock Watering	Not Stated	"Boardman Canal" Area
Pre-1914 Appropriative Right (S010397)	South Fork Dry Creek Tributary to Coon Creek	Irrigation	Not Stated	Localized Irrigation Just East of Auburn
Pre-1914 Appropriative Right (S010398)	North Fork Dry Creek Tributary to Coon Creek	Irrigation	Not Stated	Localized Irrigation Just East of Auburn

¹ See Contextual Relationship of American River Water Rights and CVP Contract.

² Environmental flows to be sold downstream, see Surface Water Management.

³ PCWA is pursuing relocation of this point of diversion to the Sacramento River.

Placer County Water Agency

Distribution System

Untreated Water

The PCWA untreated water conveyance system consists of 170 miles of earthen and lined canals, with flumes and pipelines where appropriate, beginning in the community of Alta, flowing southwest, generally following Interstate 80, and ending in Roseville. The main canal in the system is the Boardman Canal, which flows contiguously from Alta to Roseville. In Auburn the canal system begins to distribute outward into branch canals. There are also two canals in western Placer County that divert water from the Auburn Ravine. PCWA purchases water at several connections to the PG&E canal system called “Buy Points,” positioned at key locations between Alta and the end of PG&E’s South Canal. Water can also enter the canal system from accretion flows, pre-1914 water rights, and return flows from PCWA untreated water customers (water that is delivered to customers and flows back into the canal).

PCWA can also pump MFP water out of the North Fork of the American River at the ARPS, into a 3-mile tunnel (Auburn Tunnel) under the City of Auburn to a valved outlet into Auburn Ravine, where the water is delivered to the two canals in western Placer County. MFP water can also be pumped out of the tunnel at the Ophir Road Pump Station into the PG&E South Canal, to PCWA’s Dutch Ravine Canal, or to the Foothill and Ophir (future) Water Treatment Plants.

Treated Water

PCWA owns and operates nine water treatment plants between Alta and Rocklin, produces approximately 40,000 AF of potable water each year. Treated water is distributed in over 615 miles of pressurized pipe and delivered to various retail and wholesale customers.

PCWA also has several treated water interties with neighboring water agencies: Nevada Irrigation District, SJWD, the City of Lincoln, and the City of Roseville. Some these connections are one way due to pressure differences, while other connections can flow water in either direction with the use of pumps or pressure reducing valves.

Current and Projected Demands

PCWA’s water use is broken down into four classifications: retail treated, retail untreated, wholesale treated, and wholesale untreated. PCWA’s current (2020) treated and untreated retail demands are 101,613 AFY and are projected to increase to 125,134 AFY at buildout. PCWA’s current (2020) treated and untreated wholesale demands are 31,376 AFY and are projected to increase to 128,282 AFY at buildout. **Table 3** provides the total current and projected PCWA customer demands for the 5-year increments through 2040 and buildout conditions. The treated water demand estimates account for an appropriate amount of water use reduction resulting from the successful implementation of Senate Bill 7x-7, “20 by 2020,” and anticipated reduction from the regulation titled “Making Water Conservation a California Way of Life.”

Placer County Water Agency

Table 3. Summary of PCWA's Total Customer Demand Projections, AFY

Classification of Water Use	2020	2025	2030	2035	2040	Buildout
Treated Retail	29,065	33,182	37,773	43,780	52,637	62,036
Untreated Retail	72,548	71,208	69,298	67,681	66,313	63,098
RETAIL SUBTOTAL	101,613	104,390	107,071	111,461	118,950	125,134
Treated Wholesale	11,450	15,413	18,388	22,710	27,032	47,276
Untreated Wholesale	19,926	54,923	58,712	63,289	81,006	81,006
Untreated Downstream ^{1,2}	19,000	47,000	47,000	47,000	47,000	47,000
WHOLESALE SUBTOTAL	50,376	117,336	124,100	132,999	155,038	175,282
PCWA TOTAL WATER USE	151,989	221,726	231,171	244,460	273,988	300,416

¹ MFP supply to be delivered to an expanded place of use downstream in dry years, see Surface Water Management.

² This demand will only be in dry years to provide environmental flows to the lower American River, 47,000 AFY will be the maximum amount.

Surface Water and Groundwater Management

PCWA was a signatory to the Sacramento Area Water Forum Agreement (SAWFA 2000). The Water Forum Agreement has two coequal objectives: (1) provide a reliable and safe water supply for the region's economic and planned development; and (2) preserve the fish, wildlife, recreational, and aesthetic values of the lower American River.

The Water Forum Agreement's supportive Environmental Impact Report fully analyzed buildout demand in PCWA's place of use and identified purveyor specific agreements for PCWA's wholesale customers (City of Roseville, SJWD and SSWD) which placed restrictions on the use of North Fork American River water depending on unimpaired inflow into Folsom Reservoir. In addition, PCWA voluntarily agreed to release up to 47,000 AF (27,000 AF for PCWA and 20,000 AFY for the City of Roseville) of additional water² (Water Forum environmental releases) in drier years through reoperation of MFP reservoirs. When projected March through November Unimpaired Inflow to Folsom Reservoir (M-N UIFR) is between 950,000 and 400,000 AF, the amount of these environmental releases is linearly interpolated between 0 and 47,000 AF. When projected M-N UIFR is less than 400,000 AF, it is considered a "conference year" where Water Forum participants meet to determine how best to manage the available water, recognizing that there may not be sufficient water to meet both deliveries and environmental release requirements specified in the agreement. Under this program of environmental releases, PCWA has released more than 200,000 AF of water to the lower American River in dry-years.

When projected M-N UIFR is greater than 1.6 million AF, there is a provision for PCWA to sell surface water to groundwater pumpers in Sacramento County as part of a conjunctive use program to

² The Water Forum environmental releases represent additional water (up to 47,000 AF) in drier years that would not otherwise be released from storage for power generation or for consumptive delivery purposes within western Placer County and northern Sacramento County were it not for the Water Forum Agreement requirements.

Placer County Water Agency

alleviate groundwater overdraft. PCWA's place of use was expanded into Sacramento County as shown on **Figure 2** to provide for this program. The primary purchaser has been SSWD, who has recharged more than 200,000 AF of PCWA water in the North American Sub-basin. This program could be expanded to other water purveyors within the current place of use.

The Water Forum environmental releases were intended to offset effects of higher diversion of water from the ARPS (PCWA) and Folsom Dam (City of Roseville) above the historical delivery baseline used in the Water Forum Agreement.³ The Water Forum Agreement evaluated the diversion of 35,500 AFY of water from the ARPS with recognition that PCWA would pursue an additional diversion of 35,000 AFY. Currently it is expected that the ARPS diversions will increase to 70,500 AFY in the future pending additional environmental analysis.⁴ This, combined with its PG&E and CVP contract water, is estimated to meet PCWA's buildout demands. The 35,000 AFY of CVP water is currently being pursued at the Sacramento River (RiverArc Project) pursuant to SAWFA 2000.

The following sections provide information on PCWA's current and projected American River diversions and how PCWA intends to manage surface waters in support of Water Forum objectives in drier, driest, and critically low conditions.

MFP Related Surface Water Management

PCWA's Federal Energy Regulatory Commission (FERC) license, which was issued in 2020 and has a 40-year term, has numerous requirements that were collaboratively developed to enhance environmental conditions in the Middle Fork Project area. These conditions include higher instream flow and reservoir storage requirements, spring pulse flows, and reservoir spill ramp down flows. These additional flows have reduced hydropower generation nominally 5%, which will be partially mitigated by the addition of raising Hell Hole Dam for additional wet year storage. Additional measures include large woody material management, trout spawning habitat improvements, and sediment augmentation, among others. All of the FERC requirements were developed in anticipation of continued implementation of the Water Forum Agreement.

Current American River Diversions

Table 4 summarizes PCWA's American River diversions for the previous 10-year period (2014–2023). PCWA's current level of American River diversions (2023) was 26,200 AFY.

Future Projected American River Diversions

Table 5 summarizes PCWA's projected American River diversions at buildout when the M-N UIFR is above 950,000 AFY. PCWA's projected American River diversions at buildout are 155,000 AFY; however, this amount would be 120,000 AFY if the RiverArc Project is successful.

³ In the Water Forum Agreement, PCWA's baseline was 8,500 AFY and the assumption was that at full buildout PCWA would divert 35,500 AFY at the ARPS (difference of 27,000 AFY); the City of Roseville baseline was 19,800 AFY and the assumption was that at full buildout Roseville would divert 39,800 AFY at Folsom Dam in drier years (difference of 20,000 AFY). The total additional water above baseline for PCWA and City of Roseville is up to 47,000 AFY.

⁴ PCWA is currently developing an environmental impact report that analyzes increasing diversions at the ARPS from 35,500 AF to 70,500 AF as part of its American River Water Rights Extension Project.

Placer County Water Agency

See the section above describing the contextual relationship of PCWA's American River water rights and their CVP contract for an explanation of the 120,000 AFY limitation. The total of 155,000 AFY combined with PCWA's water delivered by PG&E from the Drum-Spaulding system is sufficient to meet buildout demands. In addition to these diversions, PCWA plans in dry-years to divert up to 47,000 AFY of its American River water rights downstream of the confluence with the Sacramento River. This water is associated with continued environmental flows described herein. These flows are currently conducted under one-year water transfers through the State Water Resources Control Board, however, PCWA is pursuing expansion of its place of use to facilitate these downstream diversions. PCWA's intent to expand its American River water rights place of use is further stated under the "Project List" and "Caveats and Assurances" of this Purveyor Specific Agreement.

Table 4. PCWA's American River Diversions (2014–2023), AFY

Year	American River Pump Station	City of Roseville ¹	San Juan Water District ¹	Sacramento Suburban Water District ¹	Central Valley Project ²	Total
2014	16,039	12,164	8,727	0	0	36,930
2015	24,028	18,296	253	0	0	42,577
2016	4,394	1,116	8,884	11,274	0	25,668
2017	3,459	0	9,028	12,145	0	24,632
2018	4,466	0	9,258	12,002	0	25,726
2019	4,457	0	8,274	12,382	0	25,113
2020	10,947	7,146	9,663	661	0	28,417
2021	35,771 ³	14,267	8,775	0	0	58,813
2022	12,831	27,713	9,570	0	0	50,114
2023	13,088	2,363	0	10,749	0	26,200
Average	12,948	8,307	7,243	5,921	0	34,419

¹ Middle Fork Project water that is redirected through the municipal intake at Folsom Dam, which is authorized under existing Warren Act contracts held by PCWA's current wholesale customers.

² PCWA's point of diversion for CVP water is Folsom Dam, but its contract also includes potential for other diversions, including the Sacramento River, if the points of diversion are agreed to by the Contracting Officer.

³ Exceeded 35,000 AF of pumping due to PG&E canal outages and reduced water supply allocation.

Table 5. PCWA's Projected American River Diversions (Buildout), AFY

Supply	Diversion Point	Amount
Water Rights Permits 13856 and 13858 (consumptive)	American River Pump Station, Folsom Dam Municipal Intake	120,000
Central Valley Project ¹	Folsom Dam, or other diversion point agreed to by the Contracting Officer	35,000
TOTAL		155,000

¹ Currently being pursued at the Sacramento River (RiverArc Project) pursuant to SAWFA 2000.

Placer County Water Agency

Drier Conditions Management

Condition: March through November Unimpaired Inflow to Folsom Reservoir is between 950,000 and 400,000 AF.

During drier years, PCWA will divert up to 155,000 AFY from the American River and will replace up to 47,000 AFY (27,000 AFY for PCWA and 20,000 AFY for City of Roseville) of water through reoperation of MFP reservoirs (environmental releases). The environmental releases are intended to offset effects of higher diversion of PCWA's MFP water from the ARPS (PCWA) and Folsom Reservoir (City of Roseville) above the historical delivery baseline used in the current Water Forum Agreement (8,500 AFY for PCWA and 19,800 AFY for City of Roseville).

This 47,000 AFY is the environmental release at full (buildout) diversion of PCWA's American River water rights. The amount of these environmental releases would be interpolated between 0 and 47,000 AFY based upon M-N UIFR and the combined PCWA and Roseville diversion rate above baseline in any given year. Although the environmental releases could be interpolated to be less than 10,000 AFY in a specific year, PCWA will typically release a minimum of 10,000 AFY; this is change from the current SAWFA 2000.⁵ **Figure 3** presents a chart of the calculation of these releases relative to M-N UIFR at full diversion rates above baseline for both PCWA and Roseville; note the minimum of 10,000 AFY commencing at M-N UIFR of 950,000 AF. A more comprehensive look-up table at variable PCWA and Roseville combined diversion rates above baseline is provided in **Attachment 1** to this Purveyor Specific Agreement.

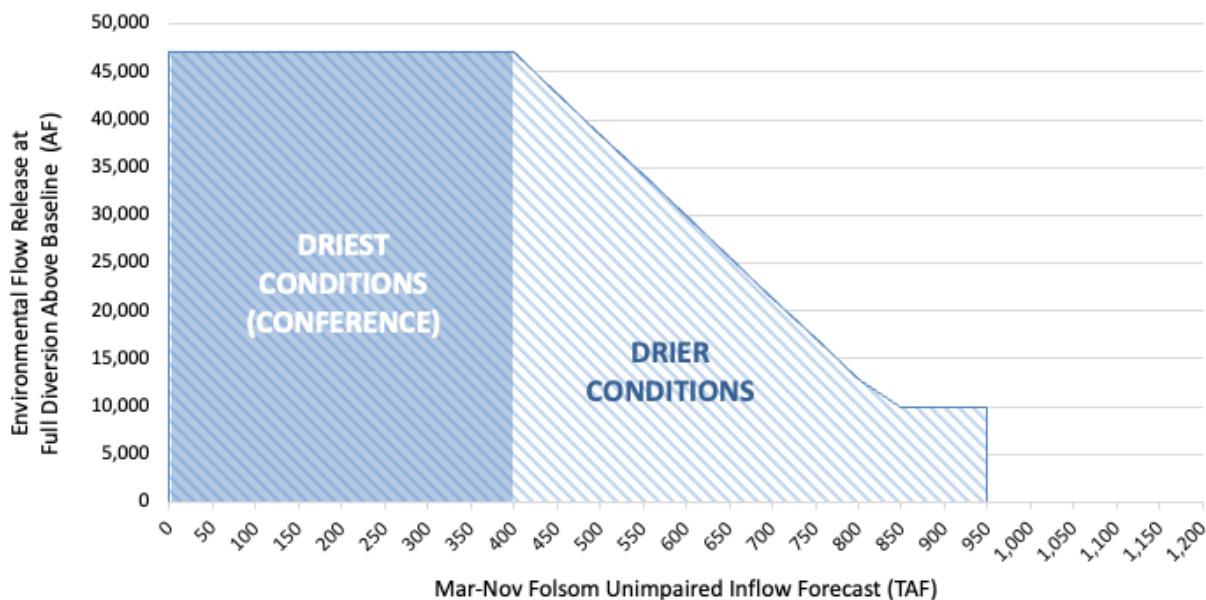


Figure 3. Proposed PCWA Environmental Flow Releases⁶

⁵ Released as part of a long-term water delivery contract with a downstream buyer.

⁶ Environmental releases in conference years are subject to availability as described.

Placer County Water Agency

The environmental releases from PCWA reservoirs represent water (up to 47,000 AFY) that would not otherwise be released in drier years were it not for this commitment. PCWA will make the environmental releases contingent upon the following conditions:

1. Continued cooperation of the US Bureau of Reclamation in storage and timing of releases from Folsom Reservoir consistent with PCWA's recently executed Warren Act Contract.
2. PCWA's ability to transfer/sell the released water for use below the lower American River on terms acceptable to PCWA. To facilitate this provision, PCWA is pursuing an expanded place of use of its American River Water Rights to include water purveyors that currently purchase these releases through single year transfers.
3. PCWA's determination that it has sufficient water in its reservoirs to make the additional releases to mitigate conditions in dry years without jeopardizing the supply for PCWA's customers or commitments under PCWA's FERC license.

Details related to PCWA's proposal for these environmental releases, which support the Water Forum objectives are provided below.

Long-Term Water Delivery Contract

To provide certainty that the environmental releases into the lower American River would occur in the future, PCWA executed a Memorandum of Understanding (MOU) with East Bay Municipal Utility District (EBMUD) in August 2013 regarding the long-term purchase of the environmental releases. Under the MOU, PCWA would release 10,000 to 47,000 AFY of environmental releases from the MFP into Folsom Reservoir for rediversion at the Freeport Regional Water Authority (FRWA) Intake (Freeport Intake) by EBMUD in years when the projected M-N UIFR is less than 950,000 AFY. The releases would provide environmental benefits to the lower American River consistent with the objectives of the Water Forum, as well as increase dry-year water supply reliability for EBMUD.

If EBMUD is unable to use the environmental releases, PCWA would develop a back-up buyer agreement with Reclamation for use of the water downstream of the confluence of the lower American River and Sacramento River. If neither EBMUD nor Reclamation can put to beneficial use the drier year environmental releases, then PCWA would deliver the water to another willing buyer downstream.

Environmental releases may be scheduled and coordinated with the Water Forum and Reclamation. This coordination would be intended to enhance cold-water pool conditions in Folsom Reservoir, thus optimizing the opportunity for maintaining cooler temperatures in the lower American River. This option is subject to terms of PCWA's recently executed Warren Act Contract with Reclamation for storage of water in Folsom Reservoir longer than 30 days.

Operations

Specific operations that PCWA is proposing in support of the Water Forum objectives include:

- > Temporary storage (greater than 30 days, but less than a year) of environmental releases and/or timing of deliveries to wholesale customers via Folsom Reservoir to enhance cold-water pool and maintain/enhance temperature conditions in the lower American River; subject to Reclamation and regulatory approval.

Placer County Water Agency

- > Rediversion of environmental releases downstream of the lower American River and Sacramento River confluence for consumptive use in PCWA's proposed expanded place of use for this water at either the Freeport Intake, or alternatively at other CVP facilities by Reclamation, as appropriate and as authorities allow, or to other downstream buyers.
- > Collaboration with the Water Forum and Reclamation to optimize the temperature benefits of environmental releases.
- > Forego PCWA's CVP deliveries from Folsom Reservoir on the American River, and instead take delivery from the Sacramento River at RiverArc.

Driest Conditions Management

Condition: March through November Unimpaired Inflow to Folsom Reservoir is less than 400,000 AF.

It is recognized that in years when the projected M-N UIFR is less than 400,000 AFY there may not be sufficient water available to provide the purveyors within the Water Forum with the driest years quantities specified in their agreements and provide the expected driest years flows to the mouth of the American River. In those years, PCWA will participate in a conference with other stakeholders on how the available water should be managed.

In the driest of drier years, years when M-N UIFR is less than 400,000 AFY, PCWA would implement actions that would preserve MFP storage. PCWA would institute reduced deliveries (water cutbacks), as needed. In those years, PCWA's irrigation water deliveries may be reduced by up to 50 percent and PCWA's treated water deliveries may be reduced by up to 20 percent.⁷ In addition, PCWA may use groundwater to reduce shortages in those years.

During Driest Conditions, delivery of environmental flow releases up to 47,000 AF pursuant to "Drier Conditions Management" will be subject to available supplies, as detailed under that section.

Critically Low Storage Conditions

Condition: Potential operations in spring and summer when Folsom Reservoir storage is forecasted to reach 110,000 AF at some point in the year.

During the spring and summer, if Folsom Reservoir storage is forecasted to reach 110,000 AF at some point in the year, PCWA would conference with stakeholders, including Reclamation, on how available water should be managed.

Condition: Potential operations in summer and fall when Folsom Reservoir storage is below 110,000 AF.

If Folsom Reservoir storage is projected to be below 110,000 AF, PCWA would conference with stakeholders, including Reclamation, on how available water should be managed. PCWA would coordinate with both the City of Roseville and San Juan Water District pursuant to their respective water supply contracts. Several projects are being pursued to mitigate the frequency of this

⁷ PCWA's existing water conservation efforts support local water supply reliability goals and are consistent with California's 20x2020 Program and Making Conservation a California Way of Life.

Placer County Water Agency

occurring and/or to mitigate the impact to the co-equal objectives if this does occur. These projects include: the RiverArc Project, the Sacramento Regional Water Bank, the PCWA-Roseville Cooperative Pipeline, and conservation programs.

Compliance with Making Water Conservation a California Way of Life

Background

No later than January 1, 2025, and by January 1 every year thereafter, each urban retail water supplier shall calculate its urban water use objective and beginning January 1, 2027, annually demonstrate compliance with its objective.

The calculation shall be based on the supplier's water use conditions for the previous state fiscal year.

The objective is composed of the sum of the following:

1. A budget for indoor residential water use
2. A budget for outdoor residential water use
3. A budget for commercial, industrial and institutional landscape with dedicated irrigation meters or equivalent technology
4. A budget for real losses
5. Budgets for variances and temporary provisions.

Based on initial calculations, the State Water Resources Control Board projects PCWA to have 0% reductions required in 2025, 0% reductions required in 2030, less than 5% reductions required in 2035, and 5-10% reductions required in 2040.

PCWA's Approach to Compliance

PCWA is a leader in water efficiency programs in the region. PCWA has a robust water efficiency program and will expand on this program as described.

PCWA will continue participation in the Regional Water Efficiency Program, especially for regional compliance with the CII best management practices and regional non-functional turf outreach, along with regional messaging. PCWA will also participate in the statewide conservation partnership (CalWEP).

Education and Outreach

Will maintain EPA WaterSense award winning education and outreach program as follows:

- Water efficiency messaging in newsletters, e-blasts, WaterWiseWednesday social media posts, paid ads on Facebook and Google.
- Partnerships with local Master Gardener Programs and California Native Plant Society.

Placer County Water Agency

- Local demonstration gardens to showcase low water use plants and local native plants.

Enhanced Rebates

Prior to final adoption of the regulation PCWA enhanced its rebate program by adding a leak rebate to assist customers in finding and fixing indoor and outdoor leaks. In one year, it's become the Agency's most utilized rebate. Commercial rebates were added, and rebate amounts were increased for turf replacement, irrigation upgrades and smart controllers. The enhanced turf replacement can be marketed to assist with replacement of non-functional turf.

Advanced Metering Infrastructure (AMI) Data

As the Agency replaces meters and meter reading technology is replaced with AMI, customers will have real-time access to their water use and could set up leak alerts through a customer portal.

Water usage data will be evaluated and a program developed to notify customers of potential leaks, breaks or overuse.

Customers Services

Water Wise House Calls and Water Wise Business Calls will be offered to help customers find ways to use less water.

High Use Letters and leak verify work orders are generated every month after the billing department evaluates consumption, prior to sending a bill.

Commercial, Industrial, and Institutional (CII) Accounts

Landscapes of CII mixed use meters will be measured to determine which are ½ acre or greater.

New CII requirements will be implemented as follows:

- Classify CII customers into 22 categories and maintain the list annually.
- Design and implement best management practices for top CII users.
- Design and implement turf replacement programs.

Project List

The following is a list of PCWA planned projects related to the co-equal objectives of the Water Forum. These include both structural and non-structural projects.

1. American River Water Rights Extension Project, which includes the following supporting projects:
 - a. Expanded American River water rights place of use to include the CVP place of use for dry-year supply to East Bay Municipal Utility District (EBMUD) and other back-up buyers downstream of the confluence with the Sacramento River.

Placer County Water Agency

- b. Warren Act Contract with the US Bureau of Reclamation to provide storage of environmental releases longer than 30-days in Folsom Reservoir and conveyance of water delivered to EBMUD through Folsom South Canal via freeport Intake (aquired at time of writing this agreement).
 - c. Enhanced coldwater pool development in Folsom Reservoir by extended storage of environmental releases in Folsom Reservoir, coordinated with the Water Forum and Reclamation.
- 2. Ecological Forest Health – PCWA is partnering with a diverse group of stakeholders to implement the French Meadows Forest Restoration Project, which is a 28,800-acre collaborative forest health project intended to reduce wildfire risk in the upper Middle Fork American River watershed. In an effort to build upon the momentum of the French Meadows Project, PCWA, and several partners, has recently embarked on the Long Canyon Watershed Restoration Project. The Long Canyon Project will use proven forest health and fuels reduction treatments on 16,500 acres in an area near other public and private forest health projects that together provide landscape-level wildfire resilience in upper American River watershed.
- 3. RiverArc Project – PCWA is a partner and the administrator of the RiverArc Project. This project is a proposed regional treated water supply that will construct a new treatment plant and pipelines using an existing diversion on the Sacramento River. This project is intended to shift regional reliance on water supply from the American River to the Sacramento River. RiverArc is a project that was originated in the Water Forum, with current partners including Sacramento County Water Agency, the City of Sacramento, the City of Roseville, and PCWA. Other regional water suppliers may join the project in the future.
- 4. Conservation Programs
 - a. Treated Water Conservation – PCWA was the first water purveyor in the Water Forum to comply with the best management practices of the Urban Water Conservation Council and currently has an Environmental Protection Agency WaterSense award winning program. PCWA complied with its Senate Bill 7x-7 target of 20% conservation and is preparing for compliance with the regulation resulting from the Water Conservation as a California Way of Life program.
 - b. Untreated Water Conservation – Nominally 50% of PCWA's water use is used for agriculture in its service area. This agriculture is served by an extensive canal system of 170 miles that includes flow control devices, elevated flumes, and “spills” that return water to the watershed at the end of each canal. Though most of this water supply comes from PCWA's Yuba River source, water conservation is taken very seriously. PCWA has installed lining to prevent seepage and flow control automation to minimizing spilling, thus reducing water loss in the canal system.
 - c. Looking at the last decade, PCWA is serving a population of 30% more people with 25% less water supply as a result of these conservation programs. The source of this comparison is PCWA's 2023 year end report, comparing 2013 to 2023.

Placer County Water Agency

5. County-Wide Masterplan – PCWA has implemented an County-Wide Masterplan to meet its statutory obligation to support sustainable resource management and water supply needs throughout Placer County. This plan is a process for supporting the development of projects and seeking funding to implement them, organized into eight elements as follows:

- a. Unserved Areas.
- b. Water Infrastructure Reliability.
- c. Water Supply Reliability.
- d. Renewable Energy Development.
- e. Watershed Stewardship.
- f. Agriculture.
- g. Conservation and Water Use Efficiency.
- h. Public Education and Outreach.

This masterplan is a “living” database of projects that are entered by stakeholders county-wide, thus creating a transparent process for implementation. Funding sources include state and federal grants and PCWA funding from water transfers and net revenues from hydropower sales. Projects include those within PCWA’s service area and the service areas of other public water agencies throughout the Placer County.

6. Placer County Conservation Program (PCCP) – The PCCP will set aside natural lands as a mitigation in balance with proposed development and other activities in western Placer County. This program is being implemented by a Joint Powers Authority of member entities. The PCCP includes permitting and mitigation for Endangered Species Act (federal), Natural Community and Conservation Planning Act (state), and Clean Water Act (federal). It is the most comprehensive Habitat Conservation Program in the nation. Permit and mitigation fees go to purchase of set-aside properties within the program area.

- a. Land Development – The demarcation of natural lands and proposed land development has been established in western Placer County under this program.
- b. PCWA Canal System – PCWA’s canal operations, including projects such as canal lining, have been permitted under the PCCP.
- c. PCWA Infrastructure – Certain proposed PCWA treated water infrastructure, including the Ophir Water Treatment Plant and west Placer County transmission main have been permitted under the PCCP.

7. Groundwater:

- a. Conjunctive use – In SAWFA 2000 PCWA committed to the sale of American River surface water to Sacramento Suburban Water District to help recover groundwater levels in the North American Sub-basin (NASb). This provision was for “normal” and “wet” years, as defined by Folsom Reservoir Unimpaired Inflow, for the first ten years of

Placer County Water Agency

the agreement, and only wet years thereafter. PCWA will continue in this commitment for any willing buyer in the Sacramento County portion of PCWA's American River water rights place of use, subject to PCWA having adequate water for its service area, adequate storage in MFP reservoirs, and agreeable terms with the buyer.

- b. PCWA could expand the geographic extent of selling American River surface water in wet years by expansion of its place of use beyond the current extent in north Sacramento County. This expansion could cover the entire NASb, or beyond that boundary if desired for expanded conjunctive use.
 - c. Prohibition on use for new development – The County of Placer has a General Plan policy prohibiting groundwater as a sole source of water supply for new development in western Placer County. This policy exists for two reasons: to protect groundwater levels of the NASb and to encourage vesting in the use of MFP supply that was bonded and paid for by the people of Placer County. Groundwater may be used as a backup source in drought years, as described in PCWA's Urban Water Management Plan. This policy has resulted in stable groundwater levels in Placer County, evidenced by levels relative to Sacramento and Sutter counties. PCWA supports this policy by working with developers in the planning and investment towards water supply infrastructure.
8. Wholesale Water Supply Contracts – PCWA provides both Yuba River and American River water to wholesale customers in its Zone 6 service area of western Placer County and within the American River water rights place of use. Wholesale service is provided pursuant to individually negotiated water supply contracts with the following:
- a. City of Roseville, as amended on May 18, 2023, 30,000 to 44,000 AFY via Folsom Reservoir.
 - b. San Juan Water District, as amended on April 17, 2025, 10,000 AFY via Folsom Reservoir.
 - c. Sacramento Suburban Water District, as amended on November 16, 2020, 8,000 AFY via Folsom Reservoir.
 - d. East Bay Municipal Utility District, as amended on July 30, 2018, 47,000 AFY via Sacramento River at Freeport.
 - e. City of Lincoln, December 10, 2012, 35,986 AFY via treated water deliveries⁸.
 - f. California-American Water Company, July 6, 2025, 10,825 AFY via treated water deliveries⁸.
 - g. Small water systems throughout PCWA's Zone 6 service area, 2,971 AFY via untreated and treated water deliveries⁸.

⁸ These wholesale demands are the amounts provided by PCWA's 2020 Urban Water Management Plan.

Placer County Water Agency

Caveats and Assurances

1. This agreement is entered into with recognition that PCWA has agreed with Reclamation to limit consumptive use of its American River water rights to 120,000 AFY – see section on “Contextual Relationship of American River Water Rights and Central Valley Project (CVP) Contract.” PCWA has a long-term CVP contract with Reclamation for 35,000 AFY. This is a total of 155,000 AFY from the American River. This amount combined with PCWA’s water delivered by PG&E from the Drum-Spaulding system (Yuba and Bear Rivers) is sufficient to meet buildout demands. If for any reason these supplies are significantly reduced in amount or duration, it will be considered a changed condition, and signatories will work in good faith to renegotiate relevant portions of this Purveyor Specific Agreement.
2. During dry years, PCWA proposes to release up to 47,000 AFY of water from its upstream reservoirs, pursuant to **Attachment 1**, for the benefit of the lower American River environment. This proposal is discussed in detail under “Drier Conditions Management” and included in PCWA’s American River Water Rights Extension currently being processed with the State Water Resources Control Board. In the 2007 petition for this extension, PCWA’s commitment to the Water Forum and stewardship of its water supply was noted by certain members of the Environmental Caucus in the letter included as **Attachment 2**. Signatories recognize the continuation of PCWA’s American River Water Rights is integral to achieving the proposed environmental releases. Accordingly, they are willing to support the proposal and highlight the environmental benefits before the Water Board, including a re-petition for this extension, if necessary, and an expanded place of use to include East Bay Municipal Utility District (EBMUD). EBMUD is not a guaranteed buyer even in dry years, thus it would be advantageous to have a downstream place of use adequate to ensure these environmental releases. For this reason, PCWA is also seeking to add other areas of the Central Valley Project, including refuges. PCWA will keep the parties apprised of the development of this expansion with the Water Board and the parties will communicate in good faith their concerns, support, or objection to this expansion as it is developed.
3. PCWA and other signatories to this agreement have proposed to divert water from the Sacramento River rather than diverting from the American River. This would allow water to continue to flow down the lower American River. Signatories conditionally endorse this proposal, branded as “RiverArc,” subject to environmental analysis of the impact to the Sacramento River. This proposal will require certain changes to PCWA’s CVP contract, including a change in point of diversion from Folsom Reservoir to the Sacramento River and expanding PCWA’s CVP place of use to include all western Placer County. Signatories will endorse these changes to PCWA’s CVP subject to continued endorsement of the RiverArc Project. In addition to its CVP contract, PCWA would like to explore an exchange provision to divert its American River water rights at the RiverArc Project.

Attachment 1: Lookup Table of Environmental Flow Releases (AF)

		Folsom Mar-Nov Unimpaired Flow Projection (TAF)											
		400	450	500	550	600	650	700	750	800	850	900	950
PCWA and Roseville Combined Diversion above 1995 Baseline (AF)	0	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	1,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	2,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	3,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	4,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	5,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	6,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	7,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	8,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	9,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	11,000	11,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	12,000	12,000	10,909	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	13,000	13,000	11,818	10,636	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	14,000	14,000	12,727	11,455	10,182	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	15,000	15,000	13,636	12,273	10,909	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	16,000	16,000	14,545	13,091	11,636	10,182	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	17,000	17,000	15,455	13,909	12,364	10,818	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	18,000	18,000	16,364	14,727	13,091	11,455	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	19,000	19,000	17,273	15,545	13,818	12,091	10,364	10,000	10,000	10,000	10,000	10,000	10,000
	20,000	20,000	18,182	16,364	14,545	12,727	10,909	10,000	10,000	10,000	10,000	10,000	10,000
	21,000	21,000	19,091	17,182	15,273	13,364	11,455	10,000	10,000	10,000	10,000	10,000	10,000
	22,000	22,000	20,000	18,000	16,000	14,000	12,000	10,000	10,000	10,000	10,000	10,000	10,000
	23,000	23,000	20,909	18,818	16,727	14,636	12,545	10,455	10,000	10,000	10,000	10,000	10,000
	24,000	24,000	21,818	19,636	17,455	15,273	13,091	10,909	10,000	10,000	10,000	10,000	10,000
	25,000	25,000	22,727	20,455	18,182	15,909	13,636	11,364	10,000	10,000	10,000	10,000	10,000
	26,000	26,000	23,636	21,273	18,909	16,545	14,182	11,818	10,000	10,000	10,000	10,000	10,000
	27,000	27,000	24,545	22,091	19,636	17,182	14,727	12,273	10,000	10,000	10,000	10,000	10,000
	28,000	28,000	25,455	22,909	20,364	17,818	15,273	12,727	10,182	10,000	10,000	10,000	10,000
	29,000	29,000	26,364	23,727	21,091	18,455	15,818	13,182	10,545	10,000	10,000	10,000	10,000
	30,000	30,000	27,273	24,545	21,818	19,091	16,364	13,636	10,909	10,000	10,000	10,000	10,000
	31,000	31,000	28,182	25,364	22,545	19,727	16,909	14,091	11,273	10,000	10,000	10,000	10,000
	32,000	32,000	29,091	26,182	23,273	20,364	17,455	14,545	11,636	10,000	10,000	10,000	10,000
	33,000	33,000	30,000	27,000	24,000	21,000	18,000	15,000	12,000	10,000	10,000	10,000	10,000
	34,000	34,000	30,909	27,818	24,727	21,636	18,545	15,455	12,364	10,000	10,000	10,000	10,000
	35,000	35,000	31,818	28,636	25,455	22,273	19,091	15,909	12,727	10,000	10,000	10,000	10,000
	36,000	36,000	32,727	29,455	26,182	22,909	19,636	16,364	13,091	10,000	10,000	10,000	10,000
	37,000	37,000	33,636	30,273	26,909	23,545	20,182	16,818	13,455	10,091	10,000	10,000	10,000
	38,000	38,000	34,545	31,091	27,636	24,182	20,727	17,273	13,818	10,364	10,000	10,000	10,000
	39,000	39,000	35,455	31,909	28,364	24,818	21,273	17,727	14,182	10,636	10,000	10,000	10,000
	40,000	40,000	36,364	32,727	29,091	25,455	21,818	18,182	14,545	10,909	10,000	10,000	10,000
	41,000	41,000	37,273	33,545	29,818	26,091	22,364	18,636	14,909	11,182	10,000	10,000	10,000
	42,000	42,000	38,182	34,364	30,545	26,727	22,909	19,091	15,273	11,455	10,000	10,000	10,000
	43,000	43,000	39,091	35,182	31,273	27,364	23,455	19,545	15,636	11,727	10,000	10,000	10,000
	44,000	44,000	40,000	36,000	32,000	28,000	24,000	20,000	16,000	12,000	10,000	10,000	10,000
	45,000	45,000	40,909	36,818	32,727	28,636	24,545	20,455	16,364	12,273	10,000	10,000	10,000
	46,000	46,000	41,818	37,636	33,455	29,273	25,091	20,909	16,727	12,545	10,000	10,000	10,000
	47,000	47,000	42,727	38,455	34,182	29,909	25,636	21,364	17,091	12,818	10,000	10,000	10,000

Attachment 2: Letter of Support for Petition for Extension of Time with State Water Resources Control Board



December 21, 2007

Ms. Victoria Whitney
Chief, Division of Water Rights
SWRCB
P.O. Box 2000
Sacramento, CA 95812

Re: Placer County Water Agency Petition for Extension of Time to Complete Use; Water Right Permits 13856 and 13858 for Applications 18085 and 18087

Dear Ms. Whitney,

We understand that Placer County Water Agency (PCWA) has submitted a petition to the SWRCB for an Extension of Time to the year 2043 to complete use for consumptive Water Right Permits 13856 and 13858. In considering the petition from PCWA, we ask that the SWRCB take into account the water agency's demonstrated commitment to urban water conservation.

The Mother Lode Chapter of the Sierra Club and Friends of the River are signatories to the Water Forum Agreement. Convened in 1993, the Water Forum was able to reach consensus among diverse stakeholder interests in providing a reliable water supply for planned growth, while preserving the fishery, wildlife, recreational, and aesthetic values of the Lower American River.

A key component of the Water Forum Agreement was the Water Conservation Element. Water purveyors agreed to implement a series of water conservation programs or BMPs. Purveyors were provided four years in which to ramp up the BMPs so that they would be fully implemented by 2004.

In December 2005 the Water Forum released its Year-Four Water Conservation Report. It revealed that fourteen of the fifteen purveyors failed to fully implement their water conservation programs. The only Sacramento region water purveyor to fully implement all of its agreed upon water conservation BMPs was Placer County Water Agency.

Letter continues
on next page.

Attachment 2: Letter of Support for Petition for Extension of Time with State Water Resources Control Board

PCWA's commitment to water conservation has been one contributing factor in the agency not yet fully utilizing its water rights. We believe the SWRCB should recognize and encourage PCWA's superior stewardship of its water supply in the Board's decision regarding the request for Extension of Time.

Sincerely,



Terry Davis
Conservation Program Coordinator
Mother Lode Chapter Sierra Club
1116 9th Street
Sacramento, CA 95814
(916) 557-1100 ext 108
terry.davis@sierraclub.org
www.motherlode.sierraclub.org

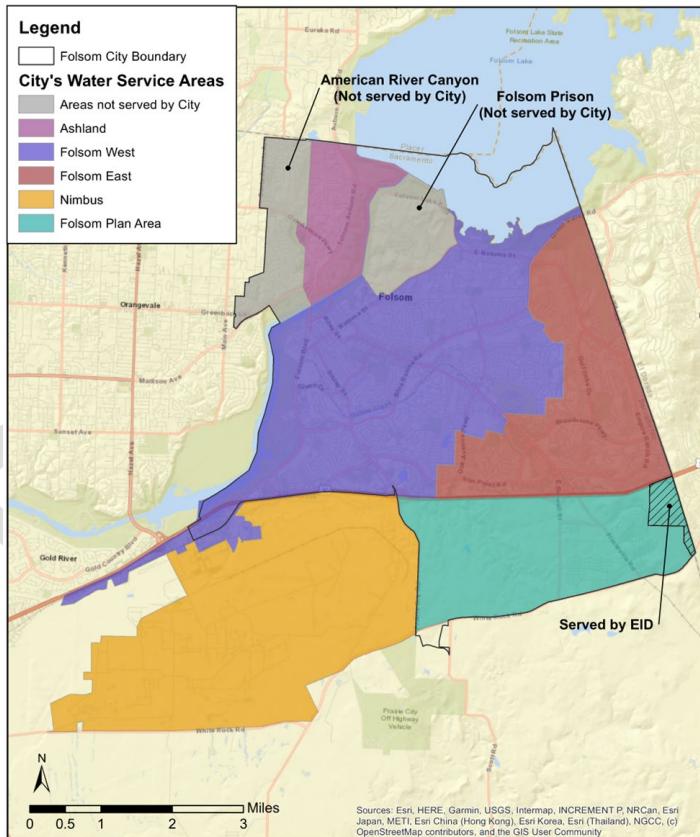


Ronald Stork
Senior Policy Advocate
Friends of the River
920 20th Street
Sacramento, CA 95814
(916) 442-3155 ext. 220
rstork@friendsoftheriver.org
www.friendsoftheriver.org

City of Folsom Background

The City is a public agency that provides potable water directly to its residential and business customers. The City's boundaries are not coterminous with the City's water service area. The City's water system is divided into five (5) distinct water service areas. The water service areas are listed below:

- Folsom West Service Area
- Folsom East Service Area
- Nimbus Service Area
- Folsom Plan Area Service Area
- Ashland Service Area



The City obtains its surface water supply directly from a diversion point in Folsom Reservoir. The City's water service contracts allow it to develop an intake facility at the Folsom South Canal, but the City has not yet done so. For areas south of the American River, the City takes deliveries from the

Natoma Pipeline, a 42-inch steel pressure pipe that originates at Folsom Dam. The Natoma Pipeline splits into two separate lines: one line to the Folsom Prison water treatment plant, and one line to the Folsom water treatment plant (WTP). At the inlet to the Folsom WTP, the raw water line splits. A portion of the raw water is delivered to the Willow Hill Reservoir. This portion of the water has served non-potable industrial uses on the Aerojet Industrial Property (Aerojet). The balance of the water is delivered to the Folsom WTP. After treatment at the Folsom WTP, water is stored and pumped through a system of reservoirs and pumping stations to seven pressure zones. Groundwater Extraction and Treatment (GET) A and B facilities are now being used to serve most of Aerojet's non-potable water needs, which has allowed the City to reduce surface water diversions from Folsom Reservoir since 2015.

For the Ashland Area, water is diverted from the Folsom Reservoir and piped to the Sydney N. Peterson WTP, which is owned and operated by San Juan Water District (SJWD). After treatment, water is stored in Hinkle Reservoir until SJWD releases and pumps it to the Ashland Area. While SJWD provides wholesale water supplies to the Ashland Area, it is conveyed to customers in the Ashland Service Area through City infrastructure, including service connections with meters. The water delivered to Ashland derives from SJWD's water entitlements and contracts.

The City previously delivered raw water supplies to Aerojet at its industrial facilities; however, remediated water derived from GET A and GET B is now directly plumbed into Aerojet facilities for non-potable purposes. Even though the City does not deliver remediated water to Aerojet, the City does have rights to the remediated water, which they can use as non-potable use within the City's water service area. This remediated supply could offset raw or potable water demands on the City's water system that are derived from its water entitlements and contracts and delivered from Folsom Reservoir.

The City's 2023 demands from its own surface water entitlements and contracts are approximately 17,700 acre-feet. At the peak of the City's surface water diversions from its own entitlements and contracts in 2008, total surface water diverted was 29,560 acre-feet serving a population of approximately 53,375. The 2023 population served using the City's entitlements and contracts was approximately 71,550. The overall water use reduction from 2008 to 2023 is approximately 40% while the population increased by approximately 34% during that same period.

The City's projected build-out demands derived from the City's water entitlements and contracts are approximately 25,500 acre-feet per year in 2045 to serve a population of approximately 108,530. For the Ashland Water Service Area, from San Juan Water District's water entitlements and contracts, 2023 demands were approximately 1,100 acre-feet and build-out demands are approximately 1,120 acre-feet per year. The table below summarizes the City's water entitlements and contracts. The Ashland Water Service Area is mostly built-out with a 2023 population of approximately 3,400 with an expected population of 3,600 at build-out.

WATER RIGHTS	SUPPLY, AFY	DIVERSION POINT	PLACE OF USE	TRANSFERABLE
PRE-1914 APPROPRIATIVE RIGHT	22,000	Folsom Reservoir, Folsom South Canal	Folsom Service Area	Yes

WATER RIGHTS	SUPPLY, AFY	DIVERSION POINT	PLACE OF USE	TRANSFERABLE
PRE-1914 APPROPRIATIVE RIGHTS	5,000	Folsom Reservoir, Folsom South Canal	Folsom Service Area	Yes
CVP REPAYMENT CONTRACT	7,000	Folsom Reservoir	Folsom Service Area	Yes
SJWD AGREEMENT¹	1,100	Folsom Reservoir	Ashland Area	No
GET A AND GET B SUPPLY	3,250	Direct Application	Folsom Service Area	Yes
TOTAL SUPPLY	38,350	--	--	--

¹. The SJWD Agreement states that the City will receive the water supply needed for the Ashland area from SJWD unless there are shortage reductions required under the agreement between the City and SJWD. This water supply does not impact City's water supplies available under other Contracts.

Surface Water and Groundwater Management¹

Some of the City's water supplies are subject to reduction under certain conditions. These conditions may manifest through (a) hydrological circumstances, like a drought; (b) the City's regional relationships, like the WFA; and (c) legal and regulatory constraints, like species protection in the Sacramento-San Joaquin Bay Delta, curtailment orders from the State Water Board, or an Executive Order from the Governor. The water supply reductions impact the availability of each water asset in a different way that may impact the City's operations and long-term planning. These aspects of the City's water supplies are outlined below. [The City does not currently pump any groundwater and does not have any groundwater pumps or related infrastructure to pump groundwater.](#)

Pre-1914 Rights for 22,000 AFY

The City's 22,000 AFY entitlement is based on a pre-1914 appropriative right from the South Fork of the American River established by the Natoma Water Company in 1851. The Natoma Water Company's original pre-1914 water right established a maximum diversion rate "to fill a Canal Eight feet wide and Four feet deep with a current running ten miles per hour." This correlates to a diversion rate of 60 cubic feet per second (cfs) and a maximum allocation of 32,000 AFY. This right is held jointly with Golden State Water Company (GSWC) pursuant to a co-tenancy agreement. The co-tenancy agreement means that both the City and GSWC have the right to use the water to the fullest extent possible as desired by the respective entities. The City and GSWC have allocated the supplies under the entire 32,000 AFY water right. The City unilaterally controls 22,000 AFY and GSWC controls the remaining 10,000 AFY.

The 1851 filing is the earliest in priority of perfected appropriative rights on the South Fork of the American River and is recorded. The entire 22,000 AFY of this water right is formally recognized in the settlement agreement between Reclamation and the City. Under this agreement, Reclamation delivers this entire water supply without reduction on a permanent basis. This water asset may be diverted at its point of diversion in the water right itself, as well as Folsom Reservoir and Folsom South

¹[The City of Folsom does not currently pump any groundwater. Although the City does not currently pump any groundwater, the City is a member of the Sacramento Groundwater Authority and the Sacramento Central Groundwater Authority.](#)

Canal pursuant to the settlement agreement between Reclamation and the City. The settlement agreement also requires Reclamation to deliver the entire supply under this water asset in all year types.

Pre-1914 Rights for 5,000 AFY

The City's 5,000 AFY entitlement is also based on Natoma Water Company's pre-1914 appropriative water right from the South Fork of the American River. In November 1994, the City executed a contract with Southern California Water Company-Folsom Division (SCWC) under which the City acquired the right to lease 5,000 AFY of water per year. As described above, SCWC controlled the remaining 10,000 AFY of the 32,000 AFY total water right under the original co-tenancy of the Natoma Water Company purchase. As such, the basis of this water asset is held with GSWC pursuant to the co-tenancy agreement, but the lease of the water asset to the City is pursuant to a lease agreement. This water right is also formally recognized in the settlement agreement between Reclamation and the City.

This water asset for 5,000 AFY has the same diversion provisions as does the 22,000 AFY diversion right above since both assets are derived from the same water right. Moreover, this water asset has the same priority as the 22,000 AFY water asset which makes it extremely resilient against drought conditions and regulatory curtailment.

Central Valley Project Repayment Contract for 7,000 AFY

On April 8, 1999, Reclamation entered into Contract No. 6-07-20-W1372 with the Sacramento County Water Agency (SCWA) under Section 206 of Public Law 101-514, which was sponsored by Rep. Vic Fazio. The contract dedicated 22,000 AFY of water, commonly called "Fazio Water," to SCWA. The City was specifically named in the SCWA-Reclamation contract as a subcontractor to gain benefit of a portion of the Fazio Water supply. On April 25, 2000, SCWA entered into a separate contract with the City to provide the City with 7,000 AFY of the 22,000 AFY of Fazio Water.

The Fazio Water supply is a standard CVP "Project Supply" water entitlement – derived entirely from federal CVP water supplies. The sole source of supply for the Fazio Water is the American River water rights held by the Bureau of Reclamation for diversion and storage at Folsom Reservoir. Reclamation's CVP rights to divert water are junior to the water rights that existed prior to the development of the CVP. The Fazio Water contract entitlement for the City is fairly reliable. In normal and wet years, the City may call upon the supply for delivery and should receive 100% allocation. In dry years, the water supply is subject to Reclamation's Municipal and Industrial Water Shortage Policy (M&I Shortage Policy).

In December 2016, the City became a direct CVP Contractor, and no longer a sub-Contractor to SCWA, through a partial assignment of the City's 7,000 AFY under Contract No. 6-07-20-1372B with Reclamation. The purpose of this assignment is to consolidate the City's water assets derived from the City's relationship with Reclamation to better facilitate administration of those water assets. In February 2020, the City and Reclamation executed a contract (Contract No. 6-07-20-W1372B-P) to convert the CVP water service contract into a CVP repayment contract as authorized under the Water Infrastructure Improvements for the Nation Act.

Current Diversions

Commented [MY1]: Not exactly sure how we can include a footnote, but Reclamation was sued and these contract conversions are currently in the court system.

The table below summarizes the annual pre-1914 and CVP diversions made by the City from 2013 to 2023. These diversions all occurred from Folsom Reservoir and include both potable and non-potable uses. These totals do not include water delivered to the Ashland Service Area as that area is supplied from the San Juan Water District water supply portfolio and not from water diverted by the City.

Year	Pre-1914 Diversions (AF)	CVP Diversions (AF)	Total Diversions (AF)
2013	23,293	1,391	22,990
2014	18,668	750	19,418
2015	16,456	450	16,906
2016	14,687	3,860	18,547
2017	15,217	4,040	19,257
2018	14,255	3,983	18,238
2019	13,687	4,017	17,704
2020	15,808	2,910	18,718
2021	16,425	1,500	17,925
2022	16,794	1,000	17,794
2023	11,497	6,200	17,697

Future Projected Diversions

The future projected diversions under “normal” conditions (as shown below) are for when the Unimpaired Inflow to Folsom Reservoir (UIFR) is above 950 TAF. The City’s 2020 Urban Water Management Plan identified these diversions in five-year increments to 2045, which is also the planning date for build-out of the City. The current 5-year UWMP projections will serve as the basis of diversions when the UIFR is above 950 TAF. Diversions will derive from a combination of the City’s pre-1914 and CVP water supplies. The table below shows the diversions under this condition.

	2025	2030	2035	2040	2045
Demand Totals	20,517	22,746	24,214	25,145	25,519

Commented [MY2]: These numbers are likely to be less once the urban water use efficiency standards are adopted. This has yet to be analyzed.

Wet Conditions Management

Wet conditions will be assumed to be when the Unimpaired Inflow Folsom Reservoir (UIFR) is greater than 1.6 MAF. This threshold is not considered a formal definition of what constitutes a “wet year” or “wet conditions” on the American River but was utilized in the original Water Forum agreement as a basis for surface water commitments. It is expected that additional analysis and discussions will be conducted as part of the American River Climate Adaptation Program (ARCAP) to explore and define what other potential criteria could be used to guide regional operations in wet times. Where possible, the City will support the use of regional surface water supplies to assist in regional groundwater recharge.

Drier Conditions Management

When the UIFR is between 950 TAF and 400 TAF, the City will reduce surface water diversions up to 10 percent or as required by the City's Water Shortage Contingency Plan², whichever is greatest. The City will also reduce CVP diversions (included in the overall 10%) as required by the Central Valley Project Municipal and Industrial Water Shortage Policy.

Driest Conditions Management

When the UIFR is less than 400 TAF, the City will reduce surface water diversions up to 20 percent, as required by the City's Water Shortage Contingency Plan, or as required by any mandates issued by the State of California, whichever is greatest. The City will also forego scheduling any Central Valley Project Repayment water during these conditions (included in the overall 20% or more). The City can offset surface water reductions through conjunctive use opportunities with neighboring purveyors or through water stored in existing or future surface water storage.

As an example, if the City is able to bank water in the groundwater basin and another purveyor with access to surface water and groundwater can extract the banked groundwater and use this banked water to meet their demands while at the same time reducing their surface water diversions, the City will be able to deliver this surface water to meet its customer demands. Under these arrangements, other purveyors will use groundwater in lieu of surface water equivalent to the amount that the City would continue to divert.

However, it is recognized that in years when the projected UIFR to Folsom is less than 400,000 AF there may not be sufficient water to provide the purveyors with driest year quantities specified in their agreements and provide the expected flows to the mouth of the American River. In those years Folsom will participate in a conference year with other stakeholders on how the available water should be managed. The conferences will be guided by the conference year principles described in [REDACTED] of the Water Forum Agreement.

Critically Low Storage Conditions

Folsom's sources of water are all delivered through a municipal and industrial (M&I) intake in Folsom Dam, which is at an elevation that would be subject to air entrainment at approximately 110,000 AF of storage in Folsom Reservoir. Because this entrainment could result in significant damage to the impellers of the pumps that Reclamation uses to pump the supplies brought through the intake to Folsom, Reclamation will install 10 floating pumps with a total capacity of 30 cubic feet per second (CFS). This arrangement will allow delivery of emergency supplies in extreme conditions even when the storage level is as low as 60,000 AF. The 30 CFS capacity of these emergency pumps is half the flow rate Reclamation is required to deliver to the City under its pre-1914 settlement agreements.

The City completed a Water Vision planning study that is a comprehensive 50-year strategy designed to secure and strengthen the City's long-term water supply. This included an analysis of risks and vulnerabilities associated with infrastructure failure and a changing climate. The primary objective was to evaluate and recommend ways to improve the reliability and redundancy of the City's water supplies, including but not limited to, not having access to water supplies from Folsom Reservoir.

² The City's Water Shortage Contingency Plan is based on water shortage events that directly impact the availability of the City's water supplies. The WSCP is not based on the UIFR.

Commented [MY3]: It should be clear in the updated agreement that a reduction in surface water diversions does not necessarily mean that the City will also reduce overall water use by the same percentage. If the City invests in, and has access to, alternative water supplies, the City can exercise their right to use these alternative supplies to meet any reductions in surface water and maintain the same level of service without having to reduce customer water use.

Commented [MY4]: Will have to insert the correct section(s) when this becomes available.

Ultimately, the Water Vision plan developed a phasing plan with recommended projects that would diversify the City's water supply portfolio in the event that access to current water supplies from Folsom Reservoir could not be achieved.

The City could also work with neighboring water purveyors to deliver treated groundwater through existing or new interties with the City. The City would also have to implement its Water Shortage Contingency Plan that aligns with a potential water supply shortage and would have to comply with any applicable mandates issued by the State of California.

Contributions to River Corridor Health

1. Reduce direct surface water diversions from Folsom Reservoir
2. Continued long-term funding for the Water Forum Successor Effort (WFSE)
3. Contributions to funding for regional advocacy for the implementation of the Water Forum Agreement
4. Contributions to enhanced science and monitoring along the Lower American River

Contributions to Water Supply Reliability

1. Implement conjunctive use opportunities with neighboring purveyors
2. Evaluate surface and groundwater storage options
3. Contributions to funding for regional advocacy for the implementation of the Water Forum Agreement

Demand Management

At the time of signing, key requirements are associated with the 2024 "Making Conservation a California Way of Life" regulations, Assembly Bill (AB) 1572 related to irrigation of non-functional turf with potable water, and the Model Water Efficient Landscape Ordinance (MWELO) which encourages low-water use and native landscaping for new development. Potential³ demand management actions could include:

- Developing programs to assist in the conversion of publicly owned, commercial and institutional landscaping to low water use native landscaping
- Expand and strengthen regional conservation messaging about plant watering needs
- Provide water use efficiency rebates to residential and non-residential customers
- Track residential and non-residential customer water use and develop targeted outreach opportunities for high water use customers
- Maintain and implement water waste prevention programs
- Maintain customer outreach and communication programs to educate and inform customers of state water use efficiency requirements
- Maintain customer programs to support the implementation of Best Management Practices (BMPs) for the Commercial, Industrial, and Institutional (CII) sector
- Evaluate the feasibility of implementing residential customer programs that may include landscape conversions, irrigation system tune-ups, or water monitoring devices

³ While the list of potential demand management actions is included in the City's PSA, future regulatory requirements or actions by the Folsom City Council may necessitate the need to update this list.

Including any requirements identified in the California Water Code, the City commits to abiding by the relevant conservation and water use efficiency regulations, including following the water use reduction stages as set forth by the City's most recently adopted Water Shortage Contingency Plan.

Project List

Structural

The following infrastructure projects will support efforts to implement the City's proposed purveyor specific agreement, and to support the coequal objectives.

- New or improved interties with other purveyors that have access to groundwater and surface water
- New surface water storage opportunities upstream of Folsom Reservoir
- Groundwater storage opportunities in the Sacramento Regional Water Bank
- Non-potable infrastructure to deliver remediated groundwater for non-potable irrigation purposes within the City's water service area
- Alternative raw water supply projects to improve reliability and redundancy of delivering raw water from Reclamation to the City consistent with existing water rights and contract flow rate and volumes

Non-Structural

The following list of non-structural projects that will support efforts to implement the City's proposed purveyor specific agreement, and to support the coequal objectives.

- Agreements with neighboring purveyors for conjunctive use opportunities
- Continued water use efficiency programs for the City
- Funding for water use efficiency rebates for the City
- Conserved water transfers consistent with the California Water Code that do not negatively impact the Lower American River
- Water banking transfers consistent with SGMA
- Support and participate in regional partnership opportunities with other water purveyors that provide reliability to regional water supply systems and benefits to the LAR
- Support, and participate as needed, SCWA and other regional partners that would consider opportunities to utilize FRWA to benefit the co-equal objectives

Caveats and Assurances

1. The ability for any individual purveyor to implement the surface water diversion principles will depend on their respective opportunities and constraints.
2. In circumstances where excess water is made available by Reclamation by Article 3(f) of a purveyor's Water Repayment Contract or by a Section 215 Contract between the purveyor and Reclamation due to flood control or "uncontrolled season" operations at Folsom Reservoir, for the purposes of groundwater recharge, that water would not be counted as diversion water within their PSA, regardless of year type.
3. Protection of regional surface water entitlements to ensure local control.
- 4.3. Support for the development of additional redundant water supplies that do not negatively impact the co-equal objectives of the WFA and are consistent with the existing

water rights and contract volumes included in the City's 2035 General Plan (amended and adopted on August 27, 2024).

- 5-4. Water demands in future UWMPs shall be re-visited and updated in the surface water diversions table.
- 6-5. Proposed reductions in surface water diversions shall demonstrate a positive impact to the fisheries or habitat along the Lower American River, i.e. the City is not reducing diversions just for the sake of reducing diversions.
- 7-6. Future regulatory changes may require modifications to dry-year actions because achieving certain reductions may not be feasible or achievable.
- 8-~~Others that we end up thinking of prior to finalizing the WFA.~~

Commented [MY5]: We have to be able to "adaptively" change or modify commitments if requirements change for the City. Some agencies may face significant challenges in 2040 if they are able to achieve their water use efficiency targets set by the state. This may make achieving further reductions beyond that very difficult.

DRAFT

Attachment 1 – Draft WFA Table

Purveyor	Current Annual American River Diversions (AF)	Future Projected Annual American River Diversions (AF) UIFR > 950 TAF	Drier Year Annual American River Diversions (AF) 950 TAF > UIFR > 400 TAF	Driest Year Annual American River Diversions (AF) UIFR > 400 TAF
Cal AM WC				
Carmichael WD				
City of Folsom	17,697 (CY 2023)	25,519 ⁴ (buildout)	22,967	20,415
City of Roseville				
City of Sacramento				
Del Paso Manor				
East Bay MUD				
EDCWA				
EID				
Florin WD				
Golden State WC				
Natomas Central Mutual				
PCWA				
Rio Linda				
SCWA				
SJWD				
SMUD				
South County Ag				
SSWD				

Commented [MY6]: The intent is to say if the City can find another source (either groundwater exchange or surface water from u/s storage), we would not need to reduce diversions in either "Drier" or "Driest" years.

⁴ The City can maintain the "Future Projected Annual American River Diversions" at this level during "Drier" and "Driest" years if the City is able to enter into agreements with other purveyors that have access to both surface water and groundwater for an equivalent exchange of the amount of reduction identified in the table above or if the City has access to surface water supplies that do not originate in Folsom Reservoir. Under this arrangement, other purveyors will use groundwater equivalent to the amount of surface water the City will divert.

City of Roseville Background

The City of Roseville Environmental Utilities Department (Roseville) is a public utility owned and operated by the City of Roseville, providing drinking water, wastewater, recycled water and waste services to the Roseville community.

Roseville recognizes that climate change, population growth, and regulatory requirements are creating increasing challenges in balancing water supply and demand. Groundwater and surface water alike are under pressure, and Roseville is committed to advancing sustainable solutions that protect both resources for future generations, while maintaining our commitment to the health of the Lower American River (LAR).

To address these challenges, Roseville participated in the American River Basin Study (ARBS) that was completed in 2022. The study was developed by the Bureau of Reclamation (Reclamation) in partnership with Roseville and other regional water agencies. Building on earlier statewide studies, the ARBS focused specifically on the American River Basin, developing tools, analyses, and climate adaptation strategies to strengthen water supply reliability, protect endangered species, and support sustainable reservoir operations. Roseville's participation reflects our awareness of climate change challenges and our commitment to working collaboratively with local, state, and federal partners to bring forward long-term, regional water solutions for our community, the region and the LAR.

In addition, Roseville has embraced the requirements of the Sustainable Groundwater Management Act (SGMA) and is an active member of the West Placer Groundwater Sustainability Agency (WPGSA), which manages a portion of the North American Subbasin alongside Placer County, the City of Lincoln, Placer County Water Agency (PCWA), and California American Water. Through this partnership, Roseville and our Groundwater Sustainability Agency Partners are implementing a Groundwater Sustainability Plan (GSP) that protects against overdraft, supports reliable supplies for residents, agriculture, and businesses, and contributes to land and habitat conservation.

Roseville also continues to expand our Aquifer Storage and Recovery (ASR) program as part of a conjunctive use strategy, which is further discussed in this Purveyor Specific Agreement (PSA). This innovative approach safeguards our groundwater basin, improves regional resilience, secures reliable water supplies and can be used to in a conjunctive way to benefit the Lower American River, particularly during the driest years.

Together, these efforts underscore Roseville's commitment to climate change adaptation, groundwater sustainability, and regional collaboration. Helping to ensure a resilient water future for our community, the region and the LAR.

With these challenges, Roseville has developed diversity in its water supply and its water infrastructure over the past three decades that has allowed Roseville to become more resilient and positioned to meet the Water Forum's Coequal Objectives.

The primary water supply for Roseville is surface water diversions from Folsom Reservoir. Roseville has contracts with the United States Bureau of Reclamation (Reclamation) for up to 32 thousand acre-feet (TAF) of water per year, and PCWA for up to 34 TAF per year. Raw water from Folsom Reservoir is

conveyed to Roseville's water treatment plant in the Granite Bay area and is then distributed through Roseville's 600 miles of water mains to customers. Current surface water entitlements total around 66 TAF/year. Roseville maintains options for an additional 10 TAF of water supplies from PCWA, and although those options are contractually available, they have not yet been exercised.

Roseville also currently has 7 Aquifer Storage and Recovery (ASR) wells providing a maximum extraction capacity of 23.5 TAF/year. Roseville is planning to expand their groundwater program as a means to having a more robust water supply available in the event of a water shortage condition. Roseville's ASR program also has the capacity to inject approximately 11 TAF of treated water back into the groundwater basin.

Roseville also has a Recycled Water Program with source water from two regional wastewater treatment plants that operate with an annual production rate of approximately 3.8 TAF of recycled water annually. This water serves the landscape watering needs of parks, golf courses and medians in the newer western section of Roseville.

Roseville has 17 interties with the surrounding purveyors including PCWA, San Juan Water District (SJWD), California-American Water Company (Cal-Am) Citrus Heights Water District (CHWD), and Sacramento Suburban Water District (SSWD).

Roseville has invested heavily in long-term water efficiency efforts over the last couple of decades, and, as per capita water use has declined, water demands have remained relatively stable despite population growth in the area.

Surface Water and Groundwater Management

The following sections outline the opportunities for Roseville to contribute to both Water Forum co-equal objectives of water supply reliability and River corridor health, while adhering to the guiding principles for surface water diversions.

1. Roseville intends to prioritize alternative water supplies to surface water supplies from the American River system in dry conditions to provide flow and water quality¹ benefits for the LAR, such as:
 - a. Pursuing opportunities for increased groundwater pumping to allow surface water to remain in the LAR.
 - b. Pursuing opportunities for increased diversions from the Sacramento River as an alternative to surface water from the American River system.
2. Ensure surface water commitments are in balance with regional efforts for groundwater sustainability.
 - a. Prioritize surface water diversions in wet conditions to allow groundwater recharge.
3. Protect regional surface water entitlements to ensure local control of water to benefit the coequal objectives, with the following benefits:
 - Enable contributions to River Corridor Health
 - Reduction of surface water diversions from Folsom Reservoir in the driest conditions.
 - Contributions to water supply reliability.

¹ Including temperature, dissolved oxygen, and potentially other characteristics.

- Enable the expansion of groundwater infrastructure that allows for conjunctive use that supports the Water Forum's coequal objectives.

Current and Projected Surface Water Diversions

Current Roseville demands are approximately 32 TAF/year, including ASR, and are expected to grow to just under 63 TAF per year in 2040.

Wet Conditions Management

The City of Roseville's intent for managing surface and groundwater under wet conditions is to follow the groundwater management guiding principles in the Water Forum Agreement 2050 (WF2050), as follows:

Support conjunctive management of regional groundwater basins with surface water supplies to enhance water supply reliability and provide flow and water quality benefits to the LAR.

- The City of Roseville will prioritize use of groundwater in dry conditions to help mitigate the impacts to surface water shortages in the LAR. Roseville will supplement Central Valley Project (CVP) water allocations from the American River with groundwater by utilizing our existing and planned aquifer storage and recovery wells.
- Working with the United States Bureau of Reclamation (USBR), Roseville will maximize groundwater recharge with Repayment Contract Article 3(f) water² during wet years³ with the goal of minimizing impacts to the LAR.
- The City of Roseville intends to support this goal by participation with our regional partners in the Sacramento Regional Water Bank Project.
- The City of Roseville plans continued investments in Aquifer Storage and Recovery (ASR) facilities.
- The City of Roseville proposal includes commitments related to reduced surface water diversions that are based on hydrologic conditions.

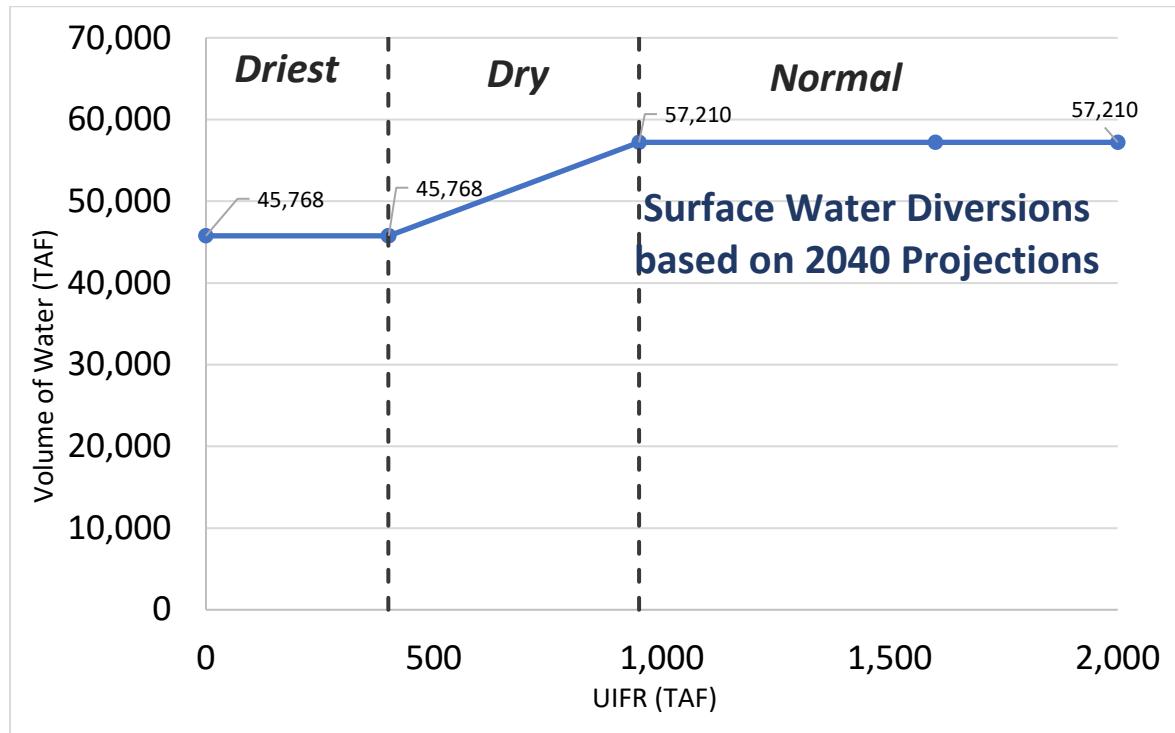
Drier Conditions Management

The sections below describe the proposed commitments in Baseline (Normal), Dry, and Driest conditions. The proposal follows the existing Water Forum Agreement structure with Unimpaired Inflow to Folsom Reservoir (UIFR) as the index. The levels of surface water diversions are proposed to be

² Article 3(f) water is what USBR provides currently, when available, based on USBR's preference. Section 215 water has been available to Roseville by USBR in the past. As such, the source of the water made available for recharge purposes has varied and may vary in the future.

³ Wet conditions will be assumed to be when the Unimpaired Inflow Folsom Reservoir (UIFR) is greater than 1.6 MAF. This threshold is not considered a formal definition of what constitutes a "wet year" or "wet conditions" on the American River but was utilized in the original Water Forum agreement as a basis for surface water commitments. It is expected that additional analysis and discussions will be conducted as part of the American River Climate Adaptation Program (ARCAP) to explore and define what other potential criteria could be used to guide regional operations in wet times.

updated based on 5-year projections for demand estimates as reported in Roseville's Urban Water Management Plan (UWMP). These diversions would be updated based on each 5-year update to the Roseville UWMP.



Normal Conditions

Normal conditions would be defined as when the UIFR is projected to be greater than 950 TAF. In normal conditions Roseville's surface water diversions would be defined by the most recent UWMP's 5-year projected demand. The City of Roseville's strategy in normal years is to not pump groundwater from groundwater wells in excess of what was injected, thus creating a bank of water for future use.

Dry Conditions

Dry Conditions could be defined as when the UIFR is between 950 TAF and 400 TAF. In the first Water Forum Agreement, surface water commitments during these conditions generally follow a "wedge" shape (decreasing linearly from normal levels to the driest conditions). Per the City of Roseville's 2020 Water Shortage Contingency Plan (WSCP), if a significant drought stage is reached, the City of Roseville can pump additional groundwater to augment its surface water supply and make up for deficits of the surface water supply. The City of Roseville continues to invest in development of groundwater infrastructure to increase supply reliability in times of drought, however in any given year type, the City of Roseville must make determinations of drought stage without consideration of groundwater supplies, per the terms of the Roseville Municipal Code.

In both Dry and Driest hydrological year types, the City of Roseville has committed to forego 4,460 AF of surface water in 3 out of 8 years to support the health of the LAR. The American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) project agreement with the Regional Water Agency (RWA) was created to govern the administration of state funds provided to RWA on behalf

of the Participants for early implementation of the American River region's 2019 Voluntary Agreement proposal.

In consideration of the funding provided by DWR under this Funding Agreement, the American River water suppliers who receive that funding agreed to jointly provide 30,000 acre-feet of groundwater-substitution water to augment, through the Bureau of Reclamation's operation of Folsom Dam and Reservoir as part of coordinated CVP and State Water Project (SWP) operations, stream flows in the LAR in each of three out of eight years beginning in 2025. Each of those three years will be either a critical or dry year on the Sacramento Valley Index under the State Water Resources Control Board's Revised Decision 1641. This commitment is referred to as the "Flow Contribution" and each annual contribution is referred to as an "Annual Flow Contribution." The City of Roseville, as a Participant in the RWA joint powers agreement, and a recipient of grant funding, has committed to 4,460 AF.

Driest Conditions

The driest conditions are proposed to be defined as when the UIFR is 400 TAF or lower. In the driest conditions, the City of Roseville proposes to reduce surface water diversions from Normal Diversions by 20%. This proposal is specific to surface water diversions and is not to be confused with demands. Roseville's WSCP guides operations and demands based on expected supply availability. Per Roseville's 2020 WSCP, if a significant drought stage is reached the City of Roseville can pump additional groundwater to augment its surface water supply and make up for deficits of the surface water supply. The City of Roseville continues to invest in development of groundwater infrastructure to increase supply reliability in times of drought, however in any given year type, the City must make determinations of drought stage without consideration of groundwater supplies, per the terms of the Roseville Municipal Code.

Critically Low Storage Conditions

The City of Roseville's sources of surface water are all delivered through a municipal and industrial (M&I) intake in Folsom Dam, which is at an elevation that would be subject to air entrainment at approximately 110,000 AF of storage in Folsom Reservoir. Because this entrainment could result in significant damage to the impellers of the pumps that Reclamation uses to pump the supplies brought through the intake to Roseville, SJWD and Folsom, this level of storage is likely to cause "dead pool" conditions, which to date, has never occurred.

If the water level drops below the M&I intake, Reclamation would use an emergency pump on one of the three power penstocks in the dam to deliver water to Roseville and SJWD and floating barges to deliver water to Folsom. The emergency pump has a capacity of 60 cfs (43,500 AF/yr), and the barges have a capacity of 30 cfs. These facilities would allow Reclamation to access water in Folsom Reservoir between the 110,000 AF at which the M&I intake goes dry and the approximately 53,000 AF storage level at which the power penstocks go dry.

To further prepare for and mitigate this possible "dead pool" scenario, below are the current and future emergency plans on how the City of Roseville would navigate a "dead pool" scenario at Folsom Reservoir. Additional information is provided in the Project List and Future Water Supply Reliability Efforts.

Current conditions

Max Day Demand = 55 MGD

Emergency pump at Folsom Reservoir = 19.4 MGD

- Demand Reduction at 20% realized water conservation = 11 MGD. Implement immediate water conservation to reduce customer demand during this emergency, using the powers prescribed in the Roseville Municipal Code and the City's Water Shortage Contingency Plan.⁴
- ASR Well Production = 16.7 MGD. Immediately activate Roseville's Aquifer Storage and Recovery (ASR) Wells.⁵
- Activate emergency interties = 17.3 MGD. Through mutual aid and other agreements request emergency water from PCWA and SSWD.

Buildout conditions

Max Day Demand at buildout = 100 MGD

Emergency pump at Folsom Reservoir = 19.4 MGD

- Demand Reduction at 20% realized water conservation = 20 MGD. Implement immediate water conservation to reduce customer demand during this emergency, using the powers prescribed in the Roseville Municipal Code and the City's Water Shortage Contingency Plan.
- ASR Well Production = 25.9 MGD. Immediately activate Roseville's Aquifer Storage and Recovery (ASR) Wells.⁶
- Utilize capacity from future water supply reliability projects:
 - Raw Water Pipeline (MFP Supply) via PCWA: 10 MGD
 - RiverArc Project: 57 MGD

Summary of Dry Conditions Management

The City of Roseville has strategically positioned itself to meet current and buildout water demands while enhancing supply reliability and supporting environmental stewardship of the LAR. Through a combination of diversified water sources, infrastructure investments, and collaborative regional planning, Roseville demonstrates its commitment to long-term water sustainability.

Current Demand & Supply Capacity:

- **Max Day Demand (MDD):** 55 MGD
- **For Critically Low Storage Conditions**

⁴ Roseville's Municipal Code requires water conservation levels for each drought stage; from 10% for a stage one drought and up to 50% for a stage five drought.

⁵ Currently Roseville has 7 active ASR wells with a production capacity of 16.7 million gallons per day (MGD). Four additional ASR wells are planned by 2028 increasing the production capacity to 25.9 MGD of groundwater to serve to our customers' demands under mandatory water conservation.

⁶ Currently Roseville has 7 active ASR wells with a production capacity of 16.7 million gallons per day (MGD). Four additional ASR wells are planned by 2028 increasing the production capacity to 25.9 MGD of groundwater to serve to our customers' demands under mandatory water conservation.

- With a planned 20% target demand reduction via water conservation (Revised MDD: **44.0 MGD**)
- **Available Supply**
 - Emergency pump at Folsom Reservoir: 19.4 MGD
 - ASR Extraction Capacity: 16.7 MGD
 - Emergency interties: 17.3 MGD
 - **TOTAL Projected Available Supply = 19.4 + 16.7 + 17.3 = 53.4 MGD**

This summary reflects a supply capacity that exceeds projected demand, which Roseville plans to leverage as a key strategy for mitigating critically low storage conditions.

Buildout Demand & Supply Capacity:

- **Max Day Demand (MDD):** 100 MGD
- **For Critically Low Storage Conditions**
 - With a planned 20% target demand reduction via water conservation (Revised MDD: **80 MGD**)
- **Available Supply**
 - ASR Extraction Capacity (11 wells): 25.9 MGD
 - Raw Water Pipeline (MFP Supply) via PCWA: 10 MGD
 - RiverArc Project: 57 MGD
 - **TOTAL Projected Available Supply = 25.9 + 10 + 57 = 92.9 MGD**

This summary, a conservative approach (without the emergency pump at Folsom, and without supply from emergency interties) reflects a supply capacity that exceeds projected demand, which Roseville plans to leverage as a key strategy for mitigating critically low storage conditions. These enhancements create resilience during critical shortage conditions such as droughts or potential “dead pool” scenarios at the Folsom Reservoir.

Through these efforts, the City of Roseville continues to be a regional leader in integrated water resource management, supporting both water supply reliability and the ecological health of the LAR.

Demand Management

Roseville understands that Water Code Section Water Code Section 10632 (a)(3)(A) requires purveyors to plan for reductions of 10%, 20%, etc., to 50% and beyond. Roseville's current Water Shortage Contingency Plan (WSCP), as approved by the City Council, stipulates a 20% reduction in demands at a Stage 2 shortage level (when annual supplies are expected to meet 80% of the expected demands). The WSCP also includes shortage levels up to Stage 5 when supplies are only projected to meet 50% of the demands. The WSCP would continue to guide Roseville's operations and if supplies are projected to be reduced to a level requiring greater reductions, those reductions would be implemented.

To meet long-term water use targets associated with the 2024 “Making Conservation a California Way of Life” regulations and other state ordinances and ensure a sustainable supply, Roseville implements a

comprehensive set of Demand Management Measures (DMMs) as outlined in its Urban Water Management Plan.

Core DMMs per Water Conservation Act of 2009 (Senate Bill X7-7) Requirements

- **Water Waste Prevention Ordinance:** Enforced through patrols and public reporting to curb non-essential use.
- **Metering Program:** Allows for efficient usage tracking and leak detection.
- **Conservation Pricing:** A uniform rate structure reflects true water cost and encourages efficient use.
- **Public Education & Outreach:** Ongoing campaigns, school programs, and exhibits at the Utility Exploration Center a facility that focuses on educating Roseville customers, promote water-saving behaviors.
- **System Loss Management:** Annual audits, in-house and third-party leak detection, and potable water pipeline rehabilitation projects help reduce water loss.
- **Program Coordination & Staffing:** Certified staff manage and implement conservation programs and customer engagement initiatives.

Current Residential & Commercial Conservation Programs:

- **Residential:** Includes Water Wise House Calls, toilet replacement rebates, turf replacement (“Cash for Grass”), irrigation rebates, and landscape water budget tracking.
- **Commercial:** Offers irrigation budgets and surveys, customized rebates for irrigation and appliances, and interior water use audits.
- **Additional Measures:**
 - Water waste investigations
 - Advanced Metering Infrastructure (AMI) program monitoring
 - High water use investigations

Other Ongoing Conservation Efforts:

- Monthly water use reporting (SB 606 & AB 1668)
- Ban on wasteful practices (SB 606 & AB 1668)
- Leak reduction initiatives (SB 606 & AB 1668)
- Model Water Efficient Landscape Ordinance (MWELO) enforcement and annual reporting to DWR
- Developing policy for non-functional turf (AB 1572) compliance
- Ongoing City of Roseville Municipal Code revisions to align with state water use regulations (AB 1572)

- Cross-departmental collaboration to ensure compliance with non-functional turf requirements (AB 1572)

Regional Collaboration:

- **RWA Partnership:** Continued expansion of education and awareness through the Regional Water Efficiency Program (WEP) - Roseville participates in outreach, rebates, events, and award-winning campaigns such as "Summer Strong" and "Your Weekend, Your Rules," reaching millions across the region.

Future Plans:

To continue to ensure that the City of Roseville is meeting the goals and targets of the 2024 "Making Conservation a California Way of Life" regulations, Assembly Bill (AB) 1572 related to irrigation of non-functional turf with potable water, and the Model Water Efficient Landscape Ordinance (MWELO), the following proposed combination of strategies are future considerations

- Expand customer access to real-time water use data through AMI portal enhancements to continue to create awareness of water use and consistently influence behavior for lower water use.
- Enhance outdoor water education efforts via the Inspiration Garden for both residential customers and commercial businesses.
- Continuously adapt programs based on effectiveness, funding availability, and community needs.

Caveats and Assurances

- If and when the City of Roseville exercises, all or part, of the additional 10 TAF of PCWA water, Roseville's Purveyor Specific Agreement (PSA) and all information herein will be updated, upon written notice to the Water Forum.
- In circumstances where excess water is made available by Reclamation by Article 3(f) of Roseville's Water Repayment Contract or by a Section 215 Contract between Roseville and Reclamation due to flood control operations at Folsom Reservoir, for the purposes of groundwater recharge, that water shall not be counted as diversion water within this PSA, regardless of year type.
- Future projects and investments are described in a point in time and project aspects and details may be subject to change, at the City of Roseville's sole discretion, to meet its water supply reliability objectives.
- Roseville and other signatories to this agreement, via the RiverArc Project, have proposed to divert water from the Sacramento River rather than diverting from the American River under certain hydrologic conditions. This would allow water to continue to flow down the LAR. Signatories conceptually endorse this RiverArc Project, subject to environmental analysis of the impact to the Sacramento River. This RiverArc Project will require certain changes to Roseville's CVP contract, including an additional point of diversion on the Sacramento River. Roseville's CVP place of use is unchanged at this point in time and still remains within the limits of Roseville.

Signatories will endorse these changes to Roseville's CVP contract subject to continued endorsement of the RiverArc Project.

Project List and Future Water Supply Reliability Efforts

The following projects are key to Roseville looking out to 2040 and are designed to increase water supply reliability for Roseville and have the potential to support the Water Forum's coequal objectives.

Additional Aquifer Storage and Recovery (ASR) wells

Additional construction of ASR wells, with four additional ASR wells planned to be completed by the late 2020's/early 2030's which would add 9.2 MGD to Roseville's groundwater production capacity available for emergency use; with current efforts underway to identify additional infill property that could house more ASR wells in the future. Addition of ASR wells to the service portfolio can be constrained by available land, suitable hydrogeology and water quality. The number of additional wells, beyond the additional four planned, noted above, will be determined based on these constraints, among others.

Raw Water Pipeline

With this joint venture project between PCWA, United States Army Corp of Engineers (USACE), and the City of Roseville, Roseville intends to utilize the Raw Water Pipeline to access the Roseville's existing American River Middle Fork Project (MFP) raw water supply by constructing a direct pipeline from Placer County Water Agency's (PCWA) Foothill Raw Water Pipeline to Roseville's Barton Road Water Treatment Plant (reducing reliance on the water intake at Folsom Reservoir). The City of Roseville anticipates earliest completion of this facility will be the late 2030's or beyond. This project is intended as a redundant way to access already contracted MFP water supplies and mitigate the potential future risk of "dead pool" conditions at Folsom Reservoirs intake structure where almost all Roseville's surface water conveyance capacity is for both CVP and PCWA MFP surface water supplies. This denotes the project in a point in time and project aspects and details may be subject to change to meet this water supply reliability objective.

Treated water capacity improvements

Preliminary feasibility assessments are being conducted to evaluate future treated water capacity improvements in PCWA's and Roseville's systems, including shared interties to build more capacity to serve water demands to Roseville, in case there is an emergency, or in the event that Roseville experiences a constriction of water supply deliveries due to "dead pool" conditions at Folsom Reservoir. This denotes the project in a point in time and project aspects and details may be subject to change to meet this water supply reliability objective.

Projects at Folsom Reservoir

Support water access projects at Folsom Reservoir that increase intake infrastructure redundancy and reduce the risk posed to water supplies by potential future "dead pool" conditions.

The Folsom Reservoir Raw Water Delivery Reliability Project seeks to improve the reliability of delivery of senior water rights by the U.S. Department of the Interior, Bureau of Reclamation's (Reclamation) pursuant to settlement contracts for CVP water from Folsom Dam to the City of Folsom, Roseville and

SJWD. These three entities (collectively, Partners) share a single municipal and industrial (M&I) water supply intake within Folsom Dam that can become inoperable because of mechanical/structural failure, disaster, or low reservoir water levels. The ARBS, recently prepared by Stantec in collaboration with Reclamation and water purveyors in the region, projected that climate change will likely worsen with associated impacts to the American River watershed, including deterioration of water supply and delivery reliability for the Partners.

The Project objectives are to develop engineering alternatives to secure a reliable water delivery system from Folsom Reservoir under a wide range of hydrologic conditions and emergencies to meet the Partners' demand requirements during:

1. Planned outages for maintenance of Reclamation facilities,
2. Unplanned outages, and
3. Low lake levels potentially occurring under drought conditions.

The Partners' have been evaluating multiple alternatives for redundant intake structures and pump stations or siphons located at/or in the vicinity of the Folsom Reservoir. Additional future meetings and efforts between the stakeholders and Reclamation are necessary to arrive at the best fit solution for the stakeholders, which would further clarify project concepts, implementation logistics, potential cost optimization, funding opportunities, and proponent responsibilities.

RiverArc Project

With the City of Roseville's investment in the RiverArc Project, Roseville intends to secure 20 MGD (22,403 AFY) of Sacramento River surface water in the 2030's; and an additional 37 MGD (41,445 AFY) in the 2040's, as an alternative to diverting water from the American River in dry or drought conditions. Once operational this project could significantly reduce diversions from the American River by up to 57 MGD (63,848 AFY). This alternative CVP supply diversion will be delivered via new transmission mains to Roseville's potable water distribution system in the western side of Roseville. The current project partners are in the very early stages of the project, developing the Environmental Impact Report (EIR) and project description. An analysis to determine whether Sacramento River water will be available for diversion at this facility under a wide range of hydrologic conditions, will be conducted as part of the CalSim modeling portion of the EIR. CalSim is the model used to simulate SWP/CVP operations. These findings from the EIR, should also be incorporated into the ARCAP analysis. Final project size and scope that Roseville will implement will depend on EIR findings, project costs and Roseville's water reliability needs at the time of project implementation.

Purveyor Specific Agreement
SAN JUAN WATER DISTRICT CONSORTIUM
(Includes Citrus Heights Water District, Fair Oaks Water District, Orange Vale Water Company, San Juan Water District, and a portion of the City of Folsom)

Introduction

San Juan Water District's (SJWD) wholesale service area is composed of the SJWD's retail service area located in both Sacramento and Placer Counties, Citrus Heights Water District (CHWD), Fair Oaks Water District (FOWD), Orange Vale Water Company (OVWC), and a portion of the City of Folsom. These referenced Districts and the relevant portion of the City of Folsom are hereinafter collectively referred to as "the SJWD Consortium".

SJWD's wholesale surface water supplies consist of three sources – 33,000 acre-feet (AF) per year of water rights allocations (vintages 1854 and 1928), up to 25,000 AF/yr in a water supply agreement with Placer County Water Agency for water from their Middle Fork Project, and 24,200 AF/yr of Central Valley Project water supplies in a repayment contract with the Bureau of Reclamation. The water right water must be provided by Reclamation without diminution, pursuant to a 1954 settlement agreement with SJWD. The other two sources are subject to shortage provisions, but only Reclamation has ever implemented shortage allocations.

These sources of water are all delivered through a municipal and industrial (M&I) intake in Folsom Dam, which is at an elevation that would be subject to air entrainment at approximately 110,000 AF of storage in Folsom Reservoir. All of SJWD's surface water is diverted from the Folsom Reservoir and treated at the Sidney N. Peterson Treatment Plant. Treated water is then stored in a 62 million gallon treated storage reservoir.

CHWD and FOWD supplement their surface water supply with groundwater. OVWC may supplement its supply with groundwater in the future. Additional supplies may be available from other sources, via interconnections.

SJWD's projected 2030 surface water demand in the 2000 Water Forum Agreement was 82,200 AF/yr (the full complement of SJWD's water supplies). In a conference year, under the 2000 Agreement, SJWD's projected surface water demands would decrease to 54,200 AF/yr, which was also the baseline surface water use reported by SJWD for 1995. This use increased in SJWD's wholesale service area to 57,900 AF/yr by 2004 but has since declined to 32,700 AF/yr in 2022 (a reduction of 44%). Even if groundwater use in SJWD's wholesale area is included (a total of 7,200 AF, including a total of 4,000 AF of incremental groundwater pumping for the groundwater substitution transfer in 2022), the total use would be 31% lower than in 2004 (even assuming minimal groundwater use that year).

A. Surface Water Management, Groundwater Management and Dry Times Actions

Baseline diversions are those described in SJWD's 2020 Urban Water Management Plan (UWMP), for total and surface water use in 2020. The baseline for the SJWD's American River diversion is 40,642 AF total and 36,301 AF of surface water diversions.

Agreement for meeting the SJWD Consortium's water supply needs to the year 2040

1. Normal years: As it applies to the SJWD Consortium's portion of the agreement, normal years is defined as follows: years when the projected March through November unimpaired inflow to Folsom Reservoir is greater than 950,000 AF.

In normal years, SJWD will divert and the SJWD Consortium will use no more than 38,603 AF of surface water supplies for customer requirements within the current SJWD wholesale service area. Additional surface water supplies may be used for banking purposes.

2. Drier years: As it applies to the SJWD Consortium's portion of the agreement, drier years is defined as follows: years when the projected March through November unimpaired inflow to Folsom Reservoir is less than 950,000 AF and equal to or greater than 400,000 AF.

In drier years, SJWD will divert and the SJWD Consortium will use a decreasing amount of surface water from 38,603 AF to 30,882 AF within the current SJWD wholesale service area. During drier years, the SJWD Consortium will reduce its surface water demand by additional conservation (up to 20% or as required by the Districts' Water Shortage Contingency Plans) and potential increased use of groundwater.

3. Driest years (i.e. conference years): Defined for purposes of the *Water Forum Agreement* as follows: years when the projected March through November unimpaired inflow to Folsom Reservoir is less than 400,000 AF.

In the driest years, SJWD will reduce its diversion to no more than 30,882 AF for use within the current SJWD wholesale service area, which is lower than its baseline amount. During driest years the SJWD Consortium will reduce its surface water demand by additional conservation (up to 20% or as required by the Districts' Water Shortage Contingency Plans) and potential increased use of groundwater.

However, it is recognized that in years when the projected unimpaired inflow to Folsom Reservoir is less than 400,000 AF, there may not be sufficient water available to provide the purveyors with the driest years quantities specified in their Purveyor Specific Agreements and provide the expected driest years flows to the mouth of the American River. In those years, the SJWD Consortium will participate in a conference with other stakeholders on how the available water should be managed. The conferees will be

guided by the conference year principles described in Chapter 4, Section I of the *Water Forum Agreement*.

B. Demand Management

As noted in the Demand Management element of this Agreement, “All purveyors commit to abiding by the relevant conservation and water use efficiency regulations.” The San Juan Consortium agencies reiterate that commitment in this PSA. The specific measures that the San Juan Consortium agencies will take to meet these obligations have yet to be defined, and they will evolve over time as the different regulatory requirements come into effect. Those measures will be described in the documents referenced below. However, at the time of the signing of the Water Forum Agreement, the San Juan Consortium agencies do anticipate that a major focus of their programs will be on the use of water on irrigated landscapes, and on assisting their customers in reducing this category of use, to the extent that such reductions are necessary and appropriate to allow Consortium agencies to meet the requirements of the conservation regulations. The San Juan Consortium agencies will consider the various tools and techniques listed in the Appendix XX as they develop the suite of actions that they may take to facilitate the required changes in water use on landscapes by their customers.

The SJWD consortium operates extensive demand management programs throughout the service areas of the consortium members, as well as regionally, partly through the programs operated by the Regional Water Authority. Information about RWA’s demand management programs is available at the following locations:

<https://rwah2o.org/programs/wep/>
<https://bewatersmart.info/>

Information about demand management measures for each member of the SJWD consortium is available in their Urban Water Management Plans, at the following locations:

Department of Water Resources statewide library of UWMPs
<https://wuedata.water.ca.gov/>

2020 Urban Water Management Plans

CHWD (pp. 54-61) https://chwd.org/wp-content/uploads/2020-UWMP-06_21_2021-1.pdf

FOWD (pp. 59-64)
https://www.fowd.com/files/b2161c5ba/FOWD+2020+UWMP_FINAL.pdf

Folsom (pp. 9-1 – 9-8)
<https://www.folsom.ca.us/home/showpublisheddocument/6766/637629066033570000>

OVWC (pp. 4-7 – 4-16)

<https://www.orangevalewater.com/files/a20283cf8/OVWC+2020+UWMP+Pubilc+Hearin g+July+13.pdf>

SJWD (pp. 4-6 – 4-18)

<https://www.sjwd.org/files/5f7a2a821/SJWD+2020+UWMP+Final+06.23.21.pdf>

Current information about water efficiency programs and activities, including rebates, site surveys, water conservation ordinances, etc. for each consortium member is available on its website. Those links are:

CHWD: <https://chwd.org/water-efficiency/>

FOWD: <https://www.fowd.com/water-efficiency>

Folsom: <https://www.folsom.ca.us/government/environmental-water-resources/water/water-conservation>

OVWC: <https://www.orangevalewater.com/drought-stages>

SJWD: <https://www.sjwd.org/water-efficiency>

Information is also available for each consortium agency concerning the water use objectives and corresponding annual water use, which are tracked and reported pursuant to the 2024 urban conservation regulations. That information is available for consortium agencies and all affected urban water agencies at DWR's statewide library website, under the "Urban Water Use Objective Reporting" section, at the following link: <https://wuedata.water.ca.gov/>.

Demand management/conservation program information is also available in the annual water supply and demand assessments that are submitted by water agencies (including San Juan Consortium Partners). Those reports are available on DWR's statewide library webpage, under the "Water Shortage Assessment Reports" section.

The members of the San Juan Consortium will update their water conservation ordinances to include the requirements of AB 1572 before January 1, 2027, as required by that statute.

C. Critically Low Storage Conditions

SJWD's sources of water are all delivered through a municipal and industrial (M&I) intake in Folsom Dam, which is at an elevation that would be subject to air entrainment at approximately 110,000 AF of storage in Folsom Reservoir. Because this entrainment could result in significant damage to the impellers of the pumps that Reclamation uses to pump the supplies brought through the intake to SJWD, Roseville and Folsom, this

level of storage is one variation of “dead pool” being discussed in the Water Forum. This version of “dead pool” has never occurred.

If the water level drops below the M&I intake, Reclamation would use an emergency pump on one of the three power penstocks in the dam to deliver water to Roseville and SJWD and floating barges to deliver water to Folsom. The emergency pump has a capacity of 60 cfs (43,500 AF/yr), and the barges have a capacity of 30 cfs. These facilities would allow Reclamation to access water in Folsom Reservoir between the 110,000 AF at which the M&I intake goes dry and the approximately 55,000 AF storage level at which the power penstocks go dry – yet a second version of “dead pool”.

D. Project List

Projects for which the San Juan Consortium requests conceptual endorsement by all signatories:

1. Infrastructure repair and replacement projects.
2. Expansion of water use efficiency programs to reduce demands on American River supplies.

Members of the San Juan Consortium may seek support or endorsement by other Members and/or the Water Forum for the following projects. Should any San Juan Consortium Member choose to seek such support or endorsement, they will do so pursuant to the process defined in Section **XX**.

1. Alternative raw water supply projects to improve reliability and redundancy of delivering raw water from Folsom Reservoir.
2. Renovation or installation of facilities necessary to conduct robust conjunctive use activities, such as groundwater production and injection facilities, including those necessary to support expansion of the regional water bank.
3. Development and implementation of projects to meet all new regulatory requirements.
4. Water rates that are necessary to provide funding to meet the financial needs of San Juan Consortium parties.

Purveyor Specific Agreement Proposal - SMUD

Agency Background

The Sacramento Municipal Utility District (SMUD) serves electricity to most electricity users in Sacramento County and small portions of Yolo and Placer Counties.

SMUD's core value of environmental leadership is a guiding principle that drives efforts to minimize impacts and encompass all aspects of SMUD operations. These principles support collaborations with the Water Forum and their referenced coequal objectives.

In the 1950s and 60s, SMUD developed a system of reservoirs on the tributaries to the south and middle forks of the American River for power generation. SMUD also developed Rancho Seco Nuclear Generating Station in the southeastern part of Sacramento County, which was later decommissioned, with Cosumnes Power Plant (CPP) later being constructed nearby. The CPP uses American River water for thermal power generation. SMUD maintains Rancho Seco Lake onsite, which serves as a backup water supply for the CPP.

SMUD has a water service contract with the U.S. Bureau of Reclamation for 30,000 AF. The point of diversion for SMUD's entitlement is the Folsem South Canal. SMUD does not have a current need for this entitlement, though it could require the full amount depending on future energy generation-related needs. Unless or until SMUD determines that it should make a permanent transfer of that entitlement, SMUD may choose to make temporary transfers and any water that would otherwise be diverted under that entitlement will presumably be released by the U.S. Bureau of Reclamation to other entitlement holders or for other beneficial purposes.

The Folsom South Canal is located approximately 3.6 miles west of the SMUD Rancho Seco property. The Canal is a 26.98-mile conveyance owned and operated by the U.S. Bureau of Reclamation as part of the Central Valley Project. The canal typically operates at less than 1 percent of its hydraulic capacity and traverses generally south from Lake Natoma on the American River in eastern Sacramento County to a pumping plant owned and operated by East Bay Municipal Utility District. In terms of overall volume conveyed, SMUD is the primary user of the Folsom South Canal, which supplies both the Cosumnes Power Plant and Rancho Seco Lake.

Rancho Seco Lake is an off-stream storage reservoir located approximately one mile east and upstream of Cosumnes Power Plant. The lake is kept full year-round with Folsom South Canal water and incidental rainfall runoff. Water is delivered through a turnout located approximately 700 feet upstream from the Laguna Creek siphon, on the Folsom-South Canal. Water from the turnout is pumped east through a 3.2-mile long, 66-inch diameter pipeline to the Rancho Seco site, and other pipelines convey water to Rancho Seco Lake and CPP.

Rancho Seco Lake is a small reservoir near Clay Creek. The surface area of Rancho Seco Reservoir is approximately 165 acres and is contained by an earthen dam constructed in 1972.

The reservoir has a capacity of 2,850 acre-feet. The maximum dam height is approximately 60 feet, total length is 1,800 feet, and crest width is 28 feet. The dam was designed and constructed to standards established by the State of California, which include consideration for earthquake and extreme flood.

Surface Water Management

Current Diversions

During the last 10 years, SMUD's diversions from the American River for consumptive purposes have ranged from 6,131 AF in 2013 to 3,674 AF in 2023. These diversions could increase should SMUD decide to reoperate the CPP to use alternative fuels that have a greater water demand or undertake other power generation related projects with a consumptive demand, including but not limited to hydrogen production or alternative renewable generation. SMUD has also made temporary assignments of its entitlement to the City of Roseville. SMUD will continue to explore and participate in assignments, transfers, and similar arrangements.

Future Projected Diversions

It is difficult to predict how much water SMUD will divert and use over time. SMUD's current diversions could increase should SMUD decide to reoperate the CPP to use alternative fuels that have a greater water demand or undertake other power generation related projects with a consumptive demand, including but not limited to hydrogen production or alternative renewable generation. SMUD has also made temporary assignments of its entitlement to the City of Roseville. SMUD will continue to explore and participate in assignments, transfers, and similar arrangements.

Drier Conditions Management

In drier years, any assignments of SMUD's water service entitlement will be subject to the Bureau's available supply. The CPP will need to operate during drier years to meet critical local and regional electrical demands. In fact, the need to operate the CPP could increase in drier years due to dry year reductions in hydroelectric supply or potentially higher temperatures leading to increased use of air conditioning. Driest Conditions Management

Driest Conditions Management

During driest conditions, any assignments of SMUD's water service entitlement will be subject to the Bureau's available supply. The CPP will need to operate during drier years to meet critical local and regional electrical demands. In fact, the need to operate the CPP could increase in drier years due to dry year reductions in hydroelectric supply or potentially higher temperatures leading to increased use of air conditioning.

Critically Low Storage Conditions

In critically low storage years, any assignments of SMUD's water service entitlement will be

subject to the Bureau's available supply. The CPP will need to operate during drier years to meet critical local and regional electrical demands. In fact, the need to operate the CPP could increase in drier years due to dry year reductions in hydroelectric supply or potentially higher temperatures leading to increased use of air conditioning.

However, it is recognized that in years when the projected unimpaired inflow to Folsom Reservoir is less than 400,000 AF there may not be sufficient water available to provide the purveyors with the driest years' quantities specified in their agreements and provide the expected driest years' flows to the mouth of the American River. In those years SMUD will participate in a conference with other stakeholders on how the available water should be managed. It is also worth noting that the CPP depends on the Folsom South Canal for its water supply. The pumping station needs a canal level of 107 feet at its intake. This requirement, as well as others, would be discussed in stakeholder conferences mentioned above.

Project List

Non-Structural Projects

- Water transfer agreement with Roseville for 2,000AF per year (goes through February 2026).

Golden State Water Company – Arden System and Cordova System

DRAFT Purveyor Specific Agreement

Purveyor Background

Golden State Water Company (GSWC) is a subsidiary of American States Water Company, an investor-owned utility dedicated to increasing value through the expert management of utility assets and services. GSWC, then known as Southern California Water Company, was formed in 1928⁹. In the 1960's, GSWC purchased multiple water systems in Sacramento County to form the GSWC Cordova and the GSWC Arden systems. The two water systems are not hydraulically connected to each other. Today, the GSWC Cordova serves a portion of the City of Rancho Cordova and the unincorporated community of Gold River. In 2023, GSWC Cordova served approximately 15,424 connections. GSWC Arden serves a portion of the unincorporated community of Arden within the political jurisdiction of the County of Sacramento. In 2023, GSWC Arden served approximately 1,770 connections. Supply Portfolio

GSWC Cordova's water supplies have been augmented over time to adapt to changing conditions and provide a diverse and flexible water supply portfolio.¹ GSWC Cordova's primary water supply consists of groundwater pumped from the Sacramento Valley Groundwater Basin through GSWC-owned wells, and surface water from the American River that is treated at the Coloma Water Treatment Plant. Water assets include a pre-1914 appropriative water right, Aerojet GET (Groundwater Extraction and Treatment) water supplies from a remediation agreement, and native groundwater supplies. GSWC Cordova also maintains emergency connections with neighboring agencies that allows it access to additional sources of water in emergency conditions.

GSWC Arden derives its supply from the Sacramento Valley Groundwater Basin through GSWC-owned wells. GSWC Arden also maintains emergency connections with neighboring agencies that allow it access to additional sources of water in emergency conditions.

Surface Water Supplies²

For GSWC Cordova, GSWC possesses a pre-1914 appropriative right from the South Fork of the American River established by the Natoma Water Company in 1851. Natoma Water Company's original pre-1914 water right established a maximum diversion rate "to fill a Canal Eight feet wide and Four feet deep with a current running ten miles per hour." This correlates to a diversion rate of 60 cubic feet per second (cfs) and a maximum allocation of 32,000 acre-feet per year. This water right is held jointly with City of Folsom pursuant to a co-tenancy agreement. The co-tenancy agreement means that both the City of Folsom and GSWC have the right to use the water to the fullest extent possible as desired by the respective entities. The City of Folsom and GSWC have allocated the supplies under the entire 32,000 acre-foot water right. The City of Folsom unilaterally controls 22,000 acre-feet and GSWC controls the remaining 10,000 acre-feet of which 5,000 acre-

¹ GSWC Cordova 2020 UWMP, July 2021, page ES-2.

² GSWC Cordova 2020 UWMP, July 2021, page 3-1.

feet is under contract. In November 1994, the City of Folsom and GSWC executed a contract under which the City of Folsom acquired the right to lease 5,000 acre-feet of water per year. As such, the basis of this water asset is held with GSWC pursuant to the co-tenancy agreement but the lease of the water asset to the City of Folsom is pursuant to a lease agreement. The 1851 filing is the earliest in priority of perfected appropriative rights on the South Fork of the American River and is recorded.

GSWC Cordova's surface water supply is diverted from the Folsom South Canal and is treated at the Coloma/Pyrites Water Treatment Plant.

GSWC Arden does not rely on surface water supply.

Groundwater Supplies³

Groundwater supplies constitute a major component of the GSWC Cordova's water supply portfolio. The groundwater supplies for GSWC Cordova are derived from the South American Subbasin of the Sacramento Valley Groundwater Basin. The aquifers in the area are recharged from rainfall, applied irrigation water, streambed recharge, and irrigation channel recharge. The American River provides substantial stream channel infiltration.

GSWC Cordova has eight active groundwater wells. These wells are located throughout the GSWC Cordova's service area and include both typical wells and those with wellhead treatment to address the Aerojet contamination issues in the service area.

Groundwater supply constitutes the entirety of the GSWC Arden's water supply portfolio. The groundwater supplies for GSWC Arden are derived from the North American Subbasin of the Sacramento Valley Groundwater Basin. GSWC Arden has six active groundwater wells.

Aerojet GET Water Supply⁴

As of 2015, GSWC had nine wells in GSWC Cordova. Prior to 2015, fourteen wells had to be destroyed due to contamination and another was transferred to Aerojet for use as a remediation well. As part of a settlement agreement, Aerojet is obligated to deliver 5,000 AF of granted water to GSWC each year.

This water is discharged by Aerojet remediation wells into the American River for extraction and treatment at the Carmichael Water District (CWD) water treatment plant. The treated water is then pumped under the American River and into the GSWC Cordova service area. This agreement with CWD allows GSWC to divert and use the Aerojet GET Water replacement supply.

Per GSWC's 2020 Urban Water Management Plan (UWMP), it should be noted that additional groundwater wells may be taken offline in the future due to contamination. GSWC's Settlement Agreement requires Aerojet to supply up to an additional 10,200 acre-feet of water per year.

Distribution System of Note

GSWC Cordova also maintains an intertie with CWD, an intertie with Sacramento County Water Agency (SCWA), and emergency interconnections with SCWA, the City of Folsom, and two

³ GSWC Cordova 2020 UWMP, July 2021, page 3-3.

⁴ GSWC Cordova 2020 UWMP, July 2021, page 3-9.

locations with California American Water. GSWC Arden maintains two emergency connections with Sacramento Suburban Water District (SSWD).

Current and Projected Demands

Table 1 summarizes the GSWC Cordova demands over the last 10 years. The current GSWC Cordova service area is primarily characterized by low- to medium-density residential land use, with some mixed use, commercial, and light industrial land use also present, mostly along Sunrise Blvd and Coloma Rd.⁵ There is a corridor of parks and open space along the American River Parkway in the northern portion of the service area. Most development in the service area existed prior to 2015 and is not expected to change significantly through 2045 (2020 UWMP planning period).

Development and redevelopment in the existing service area, where expected, will consist mostly of incremental infill that does not significantly change existing land uses. Transit Oriented Development and mixed-use infill along Folsom Blvd and the Gold Line light rail route will likely be among the most significant changes from current conditions within the existing service area. The unincorporated community of Gold River is primarily residential and near full build-out; future land use is expected to closely resemble current land use in this portion of the service area.

Table 1. GSWC Cordova - Historical Annual Demands

Year	Total Demand (AFY)*
2014	13,954
2015	11,594
2016	12,790
2017	13,293
2018	13,456
2019	13,037
2020	14,360
2021	13,592
2022	12,561
2023	12,308

* Includes non-revenue water use

Projected water demands are from GSWC Cordova's 2020 UWMP for the planning period of 2025 through 2045.⁶ GSWC may expand its service area boundary in future to serve the proposed Westborough Development Project (Westborough Project) which is planned to be developed on land southeast of the current service area, east of Sunrise Blvd and south of Folsom Blvd. The Westborough Project site is located on lands that were once part of the Aerojet-Rocketdyne facilities and would consist of 1,665 acres of new residential, mixed use development including

⁵ GSWC Cordova 2020 UWMP, July 2021, page 2-5.

⁶ GSWC Cordova 2020 UWMP, July 2021, page 4-6.

7,072 dwelling units, a town center and commercial area, parks, a school, water delivery facilities, and open spaces. The Westborough Project could potentially begin construction within the next five years and may reach full buildout by 2040.

Table 2. GSWC Cordova - Projected Water Demands, AFY (2025 – 2045)

Year	2025	2030	2035	2040	2045
Current Service Area ^a	13,605	13,949	14,301	14,662	15,032
Westborough Project ^{b, c}	2,400	2,796	4,028	4,028	4,028
Total	16,005	16,745	18,329	18,690	19,060

Note:

- a. GSWC Cordova 2020 UWMP Table 4-5.
- b. GSWC Cordova 2020 UWMP Table 4-6.
- c. Per the 2020 UWMP, demand assumptions for Westborough are based on the Westborough internal planning documents, which are currently in draft form and subject to change but represent the reasonable information available to GSWC at the time of the 2020 UWMP preparation.

Table 3 summarizes the GSWC Arden demands over the last 10 years. The current GSWC Arden service area is primarily characterized by low- to medium-density residential land use, with some commercial land use. The GSWC Arden System is considered near build-out. Most new connections are likely to be generated by redevelopment rather than new development. Preparation of a UWMP is not required for GSWC Arden; for the planning period of 2025 through 2045, projected demands are expected to be relatively constant compared to the existing demands.

Table 3. GSWC Arden - Historical Annual Demands

Year	Total Demand (AFY)*
2014	896
2015	778
2016	793
2017	854
2018	836
2019	836
2020	932
2021	925
2022	852
2023	828

* Includes non-revenue water use

Surface Water Management

Surface water is integral to GSWC Cordova's water supply portfolio. The following sections describe how surface water is managed for the GSWC Cordova System. GSWC Arden does not rely on surface water.

Current Diversions

Table 4 summarizes the annual diversions from the American River.

Table 4. GSWC Cordova - Historical Diversions from the American River

Year	GSWC Cordova (AFY)	City of Folsom Leased Water ^a (AFY)	Total Diversion (AFY)
2014	4,768	4,470	9,238
2015	3,569	3,988	7,557
2016	4,068	3,510	7,578
2017	4,596	-	4,596
2018	4,994	-	4,994
2019	4,623	-	4,623
2020	2,500	-	2,500
2021	3,929	-	3,929
2022	4,649	-	4,649
2023	5,053	-	5,053

Note:

- a. From 2014 – 2016, GSWC leased American River water supply from the City of Folsom due to a short-term emergency to mitigate the loss of groundwater due to contamination. In 2017, the American River pipeline became operational and GSWC Cordova started receiving supplies from CWD. See *Aerojet GET Water Supply* Section for more detail.

Future Projected Diversions

GSWC Cordova will continue to use its pre-1914 appropriative right from the South Fork of the American River.

Drier Conditions Management

The fundamental management tenet for GSWC Cordova's water service reliability in dry periods is to coordinate with the City of Folsom and United States Bureau of Reclamation for its pre-1914 appropriative surface water rights, Sacramento Central Groundwater Authority for groundwater management, and CWD for the treated Aerojet supply.⁷ Discretion over the amount of groundwater pumped allows GSWC Cordova to match its total supplies to meet annual demands which increases GSWC Cordova's dry year resilience.

⁷ GSWC Cordova 2020 UWMP, July 2021, page ES-4.

In 2015, the driest year in the last 100 years in California, the State Water Resources Control Board curtailed some pre-1914 appropriative water rights with priority dates as early as 1903. The 1851 water right was protected from curtailment because of its seniority. As such, the entirety of this water right was available to GSWC in all year types which makes it extremely resilient against drought conditions and regulatory curtailment

In February 2024, the California Public Utilities Commission (CPUC) approved GSWC's request to enter into the American River Terms of Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement. The ARTESIAN Agreement would require GSWC to forebear the use of up to 763 acre-feet of its surface water rights from the South Fork of the American River during three dry or critical years from 2025 through potentially 2036. In exchange, GSWC would receive grant funding to upgrade its interconnections with Sacramento County Water Agency (SCWA). This Agreement to intermittently encumber water will be similarly followed by eight other entities, working together through a Department of Water Resources (DWR) endeavor to reduce diversions from the Lower American River during dry years and increase instream flows necessary to support ecosystems and fish species, by encumbering a total of 30,000 AF of water each of those years.

[GSWC acknowledges and supports the goals and general framework of the Sustainable Groundwater Management Act \(SGMA\) and intends to operate its surface water and groundwater supplies in a manner broadly consistent with SGMA objectives, to the extent applicable to the companythe company and subject to regulatory and contractual obligations.](#)

Driest Conditions Management

See previous section for Drier Conditions Management.

Critically Low Storage Conditions

See previous section for Drier Conditions Management.

Project List

Structural

- Upgrades to GSWC Cordova interconnections with Sacramento County Water Agency (SCWA) due to the ARTESIAN Agreement
- Ongoing water main and service replacements to reduce water loss for both systems (GSWC Cordova and GSWC Arden)
- Ongoing replacement of aged water meters to control and/or reduce non-revenue water for both systems

Non-Structural

- Continued water use efficiency programs for both systems

Caveats and Assurances

1. The ability for any individual purveyor to implement the surface water diversions principles will depend on their respective opportunities and constraints.

2. In circumstances where excess water is made available by Reclamation by a Section 215 Contract between the purveyor and Reclamation due to flood control or "uncontrolled season" operations at Folsom Reservoir, for the purposes of groundwater recharge, that water would not be counted as diversion water within their PSA, regardless of year type.

— Protection of ~~purveyors~~purveyor's water entitlements. [This Agreement shall not modify or diminish any vested water rights, including GSWC's pre-1914 appropriative right on the Lower American River. Use of surface water for the purpose of maintaining hydraulic control to prevent groundwater contaminant migration resulting from basin pumping shall remain a fully protected and recognized exercise of Golden State Water's water entitlements.](#)

- 3.
4. Support aquifer storage and recovery for the purposes of groundwater recharge and surface banking within purveyors' water entitlements.
5. Water demands in future UWMPs shall be re-visited and updated in the surface water diversions table.
6. Golden State Water Company (GSWC) is contractually obligated to use its 5,000 acre feet of surface water rights as the baseline supply for the GSWC Cordova system. Deviation from this requirement requires consent of the other party. This consent would be sought during severe adverse conditions, but a positive outcome cannot be assured.
7. Golden State Water Company (GSWC) is regulated by the California Public Utilities Commission (CPUC). GSWC's implementation of this Purveyor Specific Agreement is subject to review by the CPUC. GSWC may modify or terminate implementation of this Purveyor Specific Agreement upon receiving an adverse decision related to implementation by the CPUC.

Attachment 2 – Draft WFA Table

Purveyor	Current Annual American River Diversions (TAF)	Future Projected Annual American River Diversions (TAF) <i>UIFR > 950 TAF</i>	Drier Year Annual American River Diversions (TAF) <i>950 TAF > UIFR > 400 TAF</i>	Driest Year Annual American River Diversions (TAF) <i>UIFR > 400 TAF</i>
Cal AM WC				
Carmichael WD				
City of Folsom				
City of Roseville				
City of Sacramento				
Del Paso Manor				
East Bay MUD				
EDCWA				
EID				
Florin WD				
Golden State WC (GSWC Cordova)	5,000 acre-feet	5,000 acre-feet	4,237 acre-feet (ARTESIAN Agreement Criteria)	4,237 acre-feet (ARTESIAN Agreement Criteria)
Natomas Central Mutual				
PCWA				
Rio Linda				
SCWA				
SJWD				
SMUD				
South County Ag				
SSWD				

Carmichael Water District

DRAFT Purveyor Specific Agreement ~~Template~~

Purveyor Background

Carmichael Water District (CWD or District), formerly Carmichael Irrigation District, was formed in 1916 to serve water for irrigation and a small but growing township called “Carmichael Colonies”. The District was formed under the California Irrigation District laws but ~~has~~ changed its name to Carmichael Water District in the 1980s to reflect its transformation from a primarily irrigation water supplier to an urban water supplier. Today, CWD serves about 11,900 connections with a population of about 40,000 people. With a history of over 100 years, the District is ~~considered~~ built out with 90% residential services and a steady ~~decreasing~~ decrease in water demands from effective water efficiency campaigns and education.

The District’s water supply portfolio has provided over 100 years of water supply reliability to the District’s customers. The District’s transition from ~~its~~ exclusive use of surface water diverted ~~s~~ from the American River to groundwater use and then ~~in~~ to a sophisticated conjunctive use program, including a state-of-the-art water treatment facility, epitomizes the flexibility and adaptability that the District has displayed throughout its history. Renewed flexibility and adaptability will allow the District to handle climate change, regulatory change, and legislated conservation and water quality protection.

CWD has three main sources of water supplies in ~~its~~ portfolio: surface water rights to divert the natural flows of the American River, groundwater supplies derived from its well system including banked stored water supplies from its long-term conjunctive use activities, and remediated groundwater supplies from its contractual relationship with Aerojet-Rocketdyne Corporation. All ~~of~~ these water supplies are collectively managed to meet the District’s demands.

Surface Water Supplies

CWD’s ~~primary surface~~ water supplies consist of three appropriative water rights derived from the natural flow of the American River where water ~~is~~ would normally ~~be~~ available ~~on the river system~~ under natural conditions subject to more senior appropriators. The supply is based upon water availability that is tied to the priority dates of these water rights. The State Water Resources Control Board (State Board) determines when there is ~~sufficient~~ insufficient water supply in the American River watershed to satisfy CWD’s diversion rates under each water right.

The three appropriate water rights consist of two licensed and one permitted water ~~rights~~ right providing up to 32,600 acre-feet ~~(AFY)~~ (AFY) with a maximum diversion rate of 50 cubic feet per second, depending on the season of use. ~~All~~ CWD’s water rights have priority ~~dated~~ dates after 1914, ~~considered~~ junior water rights and are subject to curtailment by the State ~~Water Resources Control~~ Board.

Water Right	Priority Date	Diversion Rate	Volume (AFY)	Diversion Period
License 1387	1915	15 cfs	10,859	Jan – Dec
License 8731	1925	10 cfs	3,669	May - Oct

Permit 7356	1948	25 cfs	18,099	Jan - Dec
-------------	------	--------	--------	-----------

The ~~District's~~District diverts surface water ~~rights are diverted~~right through three Ranney collector wells in the American River and ~~treated~~treats water at the Bajamont Water Treatment Plant (BWTP). The Ranney collectors use a series of laterals extending to the riverbed to gather water and utilize the natural sands and gravel for riverbank filtration. Water flows from the collectors by gravity to a central collector and then ~~conveyed~~the District conveys it to the District's BWTP through a 48" pipeline.

Groundwater Supplies

Groundwater supplies constitute a major component of the District's water supply portfolio. The District conjunctively manages its surface water and groundwater supplies to optimize the uses of these water assets.

The District currently operates 4 groundwater wells and is in the process of replacing 2 old wells ~~and~~white constructing a new well. These projects are in various stages of construction and are projected to be completed in 2026. The projected capacity for the wells will be about 8,000 to 10,000 gallons per minute (11.5 million gallons per day (MGD) to 14.4 MGD).

The District plans to further its conjunctive use program by utilizing Aquifer Storage and Recovery (ASR) technology to inject treated~~drinking~~ water from the BWTP when surface water is plentiful to maintain ~~the sustainability and~~ groundwater levels in the groundwater basin. The estimated annual capacity for storage is about 1,500 AFY to 3,000 AFY during normal and wet years. The District plans to invest additional resources in conjunctive use and water banking and will continue to implement additional ASR wells when replacing old wells that have reached the end of their useful life.

Alternative Supplies

The District may also has access ~~to~~ remediated groundwater supplies from the ~~Aerojet-Rocketdyne~~Aerojet Groundwater Extraction and Treatment (GET) LA and LB facilities located within the District's service area. ~~Aerojet makes~~These water supplies are available through the ~~extraction~~extracted, and ~~treatment~~treatment and ~~discharge~~discharge of groundwater by ~~Aerojet~~ and then ~~discharged~~discharged into the American River. The District has exercised its~~the~~ option to divert this ~~remediated groundwater when its surface water rights have been in~~curtailed ~~ment~~ conditions.

Distribution System of Note

The District's water delivery system consists of both a distributed supply from groundwater wells and a centralized supply from the BWTP. The supply capacity is aided by two ground level water storage tanks, the La Vista Tank and the Dewey Tank, with a combined available storage capacity of 4 million gallons. The network of distribution pipelines consists of water supply mains ranging in size from 4-inch to 18-inch pipes to larger water mains of 24-inch and 30-inch pipes.

The District also maintains an intertie with Fair Oaks Water District and Citrus Heights Water District and four interties with Sacramento Suburban Water District.

Surface Water and Groundwater Management

The table below summarizes the demand for each water source from 2006 through 2024. The Purchased Water column indicates additional water acquired and used during surface water right curtailment periods via short term temporary contracts with Aerojet for additional remediated groundwater, when available, and with San Juan Water District. These contracts were single year ~~or one-time~~ contracts and the supplies are no longer + currently available in place. The District's total demand has decreased significantly since 2006.

Year	Surface Water (AFY)	Groundwater (AFY)	Purchased Water (AFY)	Total
2006	8,971	3,519	0	12,490
2007	9,509	2,867	0	12,376
2008	10,422	1,581	0	12,003
2009	8,965	1,609	0	10,574
2010	8,217	1,518	0	9,735
2011	7,849	1,469	0	9,318
2012	8,315	1,570	0	9,894
2013	8,369	2,030	0	10,399
2014	2,441	3,417	2,501	8,359
2015	2,429	2,543	2,169	7,142
2016	6,254	1,189	0	7,443
2017	5,897	2,384	0	8,280
2018	5,633	2,718	0	8,352
2019	6,051	2,165	0	8,216
2020	4,342	4,172	0	8,514
2021	4,023	3,779	865	8,667
2022	3,264	5,176	159	8,599
2023	5,656	2,481	0	8,138
2024	6,479	2,151	0	8,630

~~Compared to the data provided in the The District's 2015 Urban Water Management Plan, the total demands (or supply) have decreased significantly since 2006. As the District is built out, the future projected demands are expected to be similar to current conditions. Future in-fill projects will most likely reduce current irrigated areas and comply with new water conservation standards. Future water efficiency measures will also limit additional diversions from the American River.~~

Current Diversions

CWD's ~~diversion~~ recent diversions from the American River ~~is~~ are listed in the table below.

Year	Total (AFY)	Note

2014	2,441	curtailment year
2015	2,430	curtailment year
2016	6,254	
2017	5,897	
2018	5,633	
2019	6,051	
2020	4,342	groundwater substitution transfer year
2021	4,023	curtailment year
2022	3,264	curtailment year and groundwater substitution transfer year
2023	5,656	
2024	6,479	

Future Projected Diversions

As the District is ~~built out~~built out, the future projected diversions ~~is are~~ expected to be similar to current conditions. Future in-fill projects will most likely reduce current irrigated areas and comply with regulatory water conservation standards. Future water efficiency measures will also limit additional diversions from the American River.

Future diversions from the American River may increase during normal and wet years by 1,500 to 3,000 AFY for storage of surface water ~~into~~ the groundwater basin via ASR operations.

Wet Conditions Management

Wet conditions ~~will be assumed to be occur~~ when the Unimpaired Inflow Folsom Reservoir (UIFR) is greater than 1.6 Million Acre Feet~~MAF~~. This threshold is not considered a formal definition of what constitutes a “wet year” or “wet conditions” on the American River but was utilized in the original Water Forum agreement as a basis for surface water commitments. It is expected that additional analysis and discussions will be conducted as part of the American River Climate Adaptation Program (ARCAP) to explore and define what other potential criteria could be used to guide regional operations in wet times. Where possible, the District will expand its conjunctive use operations and increase~~maximize~~ its diversions to groundwater storage by 1,500 to 3,000 AFY through its ASR wells.

Drier Conditions Management

In drier conditions when the UIFR is between 950 Thousand Acre Feet~~(TAF)~~ and 400 TAF, the District will implement water conservation measures to reduce demands by 10% ~~from normal demands~~, or as required by the District’s Water Shortage Contingency Plan. Where possible, the District will prioritize groundwater use to leave water~~ensure sufficient flows~~ in the LAR.

Driest Conditions Management

In ~~the~~ driest conditions when the UIFR is less than 400 TAF, the District will implement water conservation measures to reduce demands by 10 – 20% ~~from normal demands~~ or as required by the District's Water Shortage Contingency Plan. ~~Further, the District will comply with State Water Resources Control Board's water rights orders for diversion limitations or curtailments.~~ Where possible, the District will prioritize groundwater use to ~~leave water ensure sufficient flows~~ in the LAR.

Critically Low Storage Conditions

In critically low Folsom Reservoir storage conditions, the District would most likely be required to cease water diversions from the Lower American River (LAR) per curtailment orders issued by the State ~~Water Resources Control~~ Board ~~and~~/or terms and conditions ~~obligated~~ in the Healthy Rivers and Landscapes ~~Agreements~~ Agreements. If curtailed, the District would use its groundwater resources to meet demands and, if necessary, acquire additional water to supply demands ~~s~~ ~~as available~~. The District would also ~~have to~~ implement its Water Shortage Contingency Plan that aligns with a potential water supply shortage and ~~would have to~~ comply with any applicable mandates issued by the State Board of California.

Demand Management

CWD is committed to abide by ~~the~~ relevant water conservation and water use efficiency regulations. At the time of signing, key requirements are associated with the 2024 “Making Conservation a California Way of Life” regulations, Assembly Bill (AB) 1572 related to irrigation of non-functional turf with potable water, and the Model Water Efficient Landscape Ordinance (MWELO~~†~~), which encourages low-water use and native landscaping for new development.

CWD has participated and will continue to participate in the Regional Water Authority's (RWA's) Water Efficiency Program, especially for regional compliance with the Commercial, Industrial, and Institutional (CII) best management practices and regional non-functional turf outreach, along with regional messaging. CWD also offers water efficiency surveys and rebates for turf replacement, smart sprinkler controllers, and Flume Water's Smart Home Water Monitor and Leak Detector. Continuation of the rebate program is subject to CWD's Board approval.

Potential demand management actions ~~could~~ include:

- Developing programs to assist in the conversion of publicly owned, commercial and institutional landscaping to low water use native landscaping.
- Expand and strengthen regional conservation messaging about plant watering needs.
- Provide additional water use efficiency rebates to customers.
- Track customer water use and develop targeted outreach opportunities for high water use customers.
- Maintain and implement water waste prevention programs.
- Maintain customer outreach and communication programs to educate and inform customers of state water use efficiency requirements.
- Maintain customer programs to support the implementation of Best Management Practices (BMPs) for the Commercial, Industrial, and Institutional (CII) ~~sector~~sectors.

Project List

Structural

- Rehabilitation, modernization, or replacement of **existing** infrastructure as outlined below:
 - Rehabilitation and replacement of Ranney collector laterals to maintain capacity and infrastructure integrity.
 - Replacement of existing wells at the end of ~~their~~ useful life and modernize with ASR capabilities.
 - Replacement of existing pipelines due to poor conditions for water transmission reliability.
 - Distribution pressure zone modifications for ~~efficiency~~**efficient** water use and energy management.
- New groundwater facilities consistent with ~~the~~ adopted **G**roundwater **S**ustainability **P**lans.
- Projects and programs to ensure success of the Healthy Rivers and Landscapes Program (~~i.e. Voluntary Agreement~~) or a similar tributary-specific program that improves the ecosystem, protects local water entitlements, and maintains better cold water pool conditions in Folsom **Reservoir** and the **L**~~A~~**R**ower **A**merican **R**iver.

Non-Structural

- Water ~~transfer availability~~**transfers** when available consistent with the Groundwater Sustainability Plan and the Water Code.
- Additional groundwater storage opportunities in the Sacramento Regional Water Bank.
- Support and participate in regional partnership opportunities with other water purveyors that provide reliability to regional water supply systems and benefits to the LAR.
- Agreements with neighboring purveyors for conjunctive use opportunities.
- Extension and/or license of water entitlements.
- Regional water efficiency/conservation campaigns.

Caveats and Assurances

1. CWD was established over 100 years ago and ~~is~~ mostly built out. Structural projects listed above for rehabilitation, modernization, or replacement of existing infrastructure are key for water supply reliability to its customers. CWD seeks support in implementation of rehabilitation, modernization, and replacement of old infrastructure for supply reliability, operational efficiency, and water conservation objectives.
2. The District uses surface water supplies when possible ~~in order~~ to protect its groundwater supplies and prevent migration of contaminant ~~plume~~**plumes** associated with the Aerojet facilities in Sacramento County. The District will continue to practice conjunctive use ~~as we see fit~~ to meet existing and future needs and manage dry and critically dry conditions as they arise in the future.

- ~~3. Support for the development of additional water supplies that do not negatively impact the co-equal objectives of the WFA.~~
- ~~4. Protection of regional surface water entitlements to ensure local control.~~

Attachment 2 – Draft WFA Table

Purveyor	Current Annual American River Diversions (TAF)	Future Projected Annual American River Diversions (TAF)	Drier Year Annual American River Diversions (TAF) 950 TAF > UIFR > 400 TAF	Driest Year Annual American River Diversions (TAF) UIFR > 400 TAF
Cal AM WC	-	-	-	-
Carmichael WD	-	-	-	-
City of Folsom	-	-	-	-
City of Roseville	-	-	-	-
City of Sacramento	-	-	-	-
Del Paso Manor	-	-	-	-
East Bay MUD	-	-	-	-
EDCWA	-	-	-	-
EID	-	-	-	-
Florin WD	-	-	-	-
Golden State WC	-	-	-	-
Natomas Central Mutual	-	-	-	-
PCWA	-	-	-	-
Rio Linda	-	-	-	-
SCWA				
SJWD				
SMUD				
South County Ag				
SSWD				

5.3. Acknowledge that the duty of a water purveyor is to simultaneously provide an affordable, reliable, and high-quality water supply to its customers. Proposals that favor one of these goals over another could threaten a water purveyor's ability to achieve all of these goals simultaneously.

City of Sacramento Purveyor Specific Agreement

The City of Sacramento is committed to supporting good stewardship of the American River watershed and recommits its membership in the Water Forum as a model for this effort. The City will continue its advocacy for the health of the river through actionable, meaningful efforts supporting cold water carry-over at Folsom reservoir, the MFMS, habitat restoration efforts, a new temperature control device at Folsom, and advocacy at the federal level with our Reclamation partners to balance the coequal objectives. Achieving the co-equal objectives requires action every year. The City will also continue its commitment to water affordability, water efficiency and to “house” the many administrative functions of the Water Forum as a City entity in order to support the greater good of a healthy watershed. The Water Forum has endeavored to provide “peace on the river” while knowing that a healthy water supply is reliant upon a healthy river.

Purveyor Background

Service Area

The Water System began providing service in the City in approximately 1854. Today, the City's retail water service area covers approximately 63,182 acres within a boundary that is largely contiguous with the City limits. The Sacramento Suburban Water District (“SSWD”) serves a small portion of City residents and businesses on the eastern side of the City, and the Water System serves a number of customers in the unincorporated portion of the County of Sacramento (the “County”) adjacent to the service area of the California American Water Company (“Cal Am”). The population within both of these areas are roughly equivalent. The City wholesales water to the Cal Am, SSWD, Natomas Unified School District (“NUSD”), and Sacramento County Water Agency (“SCWA”) for service to Sacramento International Airport and Metro Air Park, a 1,320 acre business park), and wheels water to the SCWA for South Sacramento Zone 40 service area. The differentiation between the terms “wholesale” and “wheeling” are a function of water rights accounting. In either case, the City is treating and delivering potable water through its distribution system to those customers. In addition to SSWD, Cal Am, and SCWA, additional water agencies such as Tokay Park Water Company, Golden State Water Company, and Florin County Water District share (in whole or in part) the approved place of use to receive surface water from American River entitlements through potential wholesale arrangement

The City uses the same surface water treatment facilities, groundwater wells, storage tanks, pumping facilities, and distribution/transmission pipelines to deliver water to retail, wholesale and wheeling customers. The water system operates as a single network, with supplies from one source of water being interconnected within the system to meet demands.

Water System Facilities: The Water System includes two surface-water treatment facilities, groundwater wells, storage facilities, pumping facilities, and distribution/transmission pipelines. The City maintains eight metered wholesale/wheeling connections to other adjacent agencies and 21 additional emergency interties.

Water Treatment Plants. The City treats surface water diverted from the Sacramento and American Rivers through the Sacramento River Water Treatment Plant (“SRWTP”), while the E.A. Fairbairn Water Treatment Plant (“FWTP”) treats surface water diverted from the American River.

Sacramento River Water Treatment Plant. Water diversion and treatment from what is now known as the SRWTP began in the early 1900’s. By 1924, with improvements to filtration and chlorination, the capacity was 32 million gallons per day (“MGD”), followed by a near term doubling to 70 MGD. The facility treats water diverted approximately one-half mile downstream of the American River confluence with the Sacramento River. A new intake structure was completed in 2004. The most recent major project in 2016 returned SRWTP peak capacity to 160 MGD. The project included rehabilitation and replacement work on the sedimentation basins, high service pump station, filters, solid dewatering facilities, and electrical switchgear. Operation of SRWTP at 160 MGD is limited to the period from May 15 to September 30 of each year, which includes the warmer summer months when peak capacity is needed. At other times of the year the treatment is limited to 120 MGD. The actual available capacity of SRWTP may also be adversely affected by drought conditions if low river elevations reduce the operating efficiency of supply pumps. A project to rejuvenate other aging infrastructure and potentially add advanced water treatment technology to adapt to climate-induced water quality changes is being planned and environmental documentation is being developed, along with potential expansion to meet future demands.

Fairbairn Water Treatment Plant. The FWTP is located on the American River approximately seven miles upstream of the confluence of the American and Sacramento Rivers. The FWTP began operation in 1964 and has a current design capacity of 200 MGD following an expansion completed in 2005. Currently the State Water Resources Control Board Division of Drinking Water (“DDW”) has permitted the FWTP with a capacity of 160 MGD. The facility is further constrained by “Hodge” and “Conference year” conditions (described in greater detail later in this PSA) that the City agreed to in the original Water Forum Agreement and subsequently added to its binding water rights documentation with the SWRCB. Currently, pursuant to the City’s capital infrastructure planning schedule, facility production is maintained at 100 MGD or below. A project to rejuvenate aging infrastructure and potentially add advanced water treatment technology to adapt to climate induced water quality changes is currently being planned and environmental documentation is being developed.

Groundwater Wells. The City currently has 30 wells permitted by the Department of Drinking Water in the North American Subbasin and the South American Subbasin that are connected to the potable water system, with a current production capacity of approximately 20 MGD. The majority of these wells have been in service for 50-80 years and are nearing the end of useful life. Between 2015 and 2024, the City completed a groundwater infrastructure master plan and Environmental Impact Report for the systematic replacement of nearly all of its well inventory. That information is incorporated into approved Groundwater Sustainability Plans in the North and South American Subbasins. Capacity and flexibility of operations is expected to change over time as facilities are replaced. These forecasted changes are also included in the relevant Groundwater Sustainability Plans and developing programs like the Sacramento Regional Water Bank.

The City maintains a policy that irrigation areas of over 5 acres consider utilizing non-potable irrigation wells or recycled water for dedicated irrigation purposes. Examples of this can be found at locations such as William Land Park, Sacramento Historic City Cemetery, or Bartley Cavanaugh Golf Course. A small number of City residents and businesses own and operate private wells for onsite use. The City does not manage, test, control, or meter privately owned wells.

Additional Sources of Water: Two of the City's previously described wholesale interties are designed to allow both the delivery of water from the City to the adjacent water agency and the receipt of potable water from those agencies to the City. Both facilities are permitted by the State. The first is SSWD, which is capable of delivering up to 17 MGD of potable groundwater to the City. The second intertie is with SCWA which is capable of delivering up to 10 MGD of groundwater. The City would look to these facilities to support programs that leave water in the river during periods of water scarcity such as groundwater substitution transfers, leaving surface water in the ecosystem without rediversion under an agreement with the State of California, to augment City operated supply facilities in the event of an emergency, and to support the development of more robust region-wide conjunctive use programs (e.g. Sacramento Regional Water Bank).

Surface Water Supplies: Between the City's various surface water entitlements and agreements with other parties, the following table identifies the volumetric limits of its water supplies per City contract with Reclamation. The City also maintains a history of diverting water from the Sacramento River under "Pre-14" entitlements, but that is exclusive to the Sacramento River. American River entitlements can be taken at the FWTP or the SRWTP facilities. The Sacramento River permit (Permit 992) and two of the four American River permits (Permits 11358 and 11361) provide for the direct diversion of water. Two of the four American River permits (Permits 11359 and 11360) provide for both direct diversion as well as rediversion of previously stored water in various reservoirs from Nimbus to the upper reaches of the American River Basin.

Surface Water Supplies – Projected					
Water Source	Projected Water Supply Volume				
	2025	2030	2035	2040	2045
Sacramento River	81,800	81,800	81,800	81,800	81,800
American River	228,000	245,000	245,000	245,000	245,000
Total	309,800	326,800	326,800	326,800	326,800

Notes: Units are in acre-feet (AF). The above values are non-inclusive of City Pre-1914 water supplies

Pre 1914 rights. Independent of the Sacramento River and American River permits, the City claims and maintains a Pre-1914 entitlement for 75 CFS with a priority date of 1849. The place of use for Pre-1914 rights is not limited in the same fashion as other City permits.

Bureau of Reclamation Operating Contract. The City's ability to use its permits for the Sacramento and American Rivers is subject to the provisions of an "Operating Contract Relating to Folsom and Nimbus Dams and Their Related Works and to Diversions of Water by the City of Sacramento," Contract No. 14-06-200-6497 entered into in 1957 by the City and USBR. Under the Contract, the City agreed to limit its combined diversion under its American River water right

permits to a maximum rate of 675 cubic feet per second (“CFS”), and a maximum amount that may scale up to 245,000 ACFT a year by the year 2030. The City also agreed to limit diversion under its Sacramento River post 1914 water right permit to a maximum rate of 225 CFS and a maximum amount of 81,800 MG per year. This limits the City’s total diversions of Sacramento and American River water under the contract to 326,800 ACFT per year. In return, the Operating Contract requires the USBR to operate USBR facilities so as to make available enough water in the rivers to enable the agreed-upon diversions by the City. The agreement is permanent and not subject to renewal.

Surface Water and Groundwater Water Operations

The production facilities in the Water System are interconnected and operated in a dynamic fashion. The City utilizes its various facilities to meet demands and other water resources mandates. Operational limitations to meet minimum levels of service (e.g. water pressure, water quality, fire suppression support) for customers do exist. So, while certain flexibility exists to shift between sources, it is not without limit.

Generally speaking, the City equally balances surface water operations between the SRWTP and FWTP to optimize level of service delivery to customers and reduce the need for any one facility to operate at unusually high energy load. That said, the City has, and intends to continue, a practice of preferentially shifting from either SRWTP or FWTP for maintaining level of service needs, if one river or another is under pressure, or if raw water quality is notably different. The need to deliver clean, safe drinking water with an adequate level of service per all legal, permit, and policy direction of the Sacramento City Council will remain at the forefront of operational decisions of the water system.

The City includes the instantaneous (Hodge) and annual diversion limitations (UIF < 400TAF) at FWTP as part of its long-range infrastructure planning.

When conditions allow, the City will reduce overall surface water operations and preferentially shift to groundwater. Drivers for this action may be overall poor surface water hydrologic conditions, opportunities for groundwater substitution transfers that leaves surface water in the ecosystem until delivered to a downstream user, managed actions as part of the Sacramento Regional Water Bank whereby the City will extract groundwater that has previously been recharged and stored in the basin, or a recently approved set of agreements with the State of California to provide the additional surface water for ecosystem benefits without a downstream diverter. To provide a sense of scale, in the drier periods of 2018 and then 2020-2022, City water demand served by groundwater rose from a historic 15-20% to approximately 35%. This shift benefits the achievement of the coequal objectives and all steps to expand on the ability to make this shift are a priority.

In any set of conditions that indicate a preference to shift toward groundwater, the City engages with local Groundwater Sustainability Agencies to ensure the extraction pattern (either from its own wells or through receipt of groundwater from others) is consistent with local Groundwater Sustainability Plans. Groundwater substitution transfers and Sacramento Regional Water Bank actions require additional groundwater monitoring to ensure no other user of groundwater is impacted and to further ensure consistency with local groundwater sustainability plans.

With the Regional Water Authority as the leading voice, the City of Sacramento, along with other local purveyors, is supporting the statewide “Healthy Rivers and Landscapes Proposal (HRLP)” to provide increased river flows during Dry and Critically Dry periods (Sacramento Valley Index D1641) and expand habitat in the Sacramento and San Joaquin Rivers and Bay Delta. The proposal, if approved by the State Water Board, would serve as an implementation pathway for an updated Bay-Delta Plan and would present itself as a priority for the City of Sacramento. In absence of that approval, the City of Sacramento still remains obligated to provide environmental flows after a series of agreements were executed in 2023 and 2024 that guarantee a shift from surface water to groundwater when called upon by the State for ecosystem benefits.

In acknowledging the potential benefits of leveraging groundwater as a resource during periods of surface water scarcity, the City also supports maintaining a sustainable groundwater basin in the north and south American Subbasins. Seeking opportunities to recharge that resource requires equal focus if the groundwater resource is to be present when most needed. Maintaining consistency with local Groundwater Sustainability Plans and meeting the requirements of the Sustainable Groundwater Management Act present legal boundaries that the City remains cognizant of.

The City is also an active supporter and participant of the developing “Sacramento Water Bank”, with the Regional Water Authority as the lead organization. The stated goals of the Water Bank program at the writing of this PSA are as follows:

“The GOAL of the Water Bank is to expand conjunctive use, thereby increase water banking operations throughout the region to:

- 1) *Improve long-term regional reliability and provide statewide water supply opportunities when possible; and*
- 2) *Support healthy ecosystem function on the lower American River”*

Given the totality of anticipated climate change pressures on water resources, the anticipated need to respond more dynamically to hydrologic conditions, participate in opportunities to leave surface water in the ecosystem until diverted elsewhere, and to ensure the success of the recently executed agreements to make environmental water available without a downstream diverter through shifts to groundwater, the City is taking the following steps:

- Expanding the capacity of City groundwater infrastructure through a comprehensive groundwater well replacement program and identifying connections to others that can assist in leveraging groundwater as a strategic resource to enhance water supply reliability and to provide ecosystem benefits.
- Within the Hodge or Conference year restraints, ensure groundwater recharge actions are occurring in the basin to maintain readiness for the turn to groundwater in the poorer surface water conditions.

To the degree that extremes in weather from wet and cold to dry and hot presented by climate change occur, so too do the needs for flexible operations to adapt to such changing conditions.

The City anticipates future additions to surface water infrastructure. As part of Water Forum 1.0, and the expansion of FWTP, the City also committed to the construction of other facilities such as expansion/rehabilitation of the Sacramento River Water Treatment Plant and river intake to assure that a reliable alternative supply (groundwater, pump back and/or diversion from the Sacramento River) is available whenever it is needed. The City completed a rehabilitation project at SRWTP in 2007, which set aside land for future expansion, and has initiated environmental review for the expansion of SRWTP and other projects (see “Water +” below). Extensive evaluations on the viability of a previously contemplated “pump-back” project, which would have entailed a new intake on the Sacramento River and a large raw water pipeline connecting the new intake with FWTP have identified that project as infeasible.

Demand Management

The City’s baseline water usage per capita for the purpose of compliance with SBX 7-7 was 282 gpcd (years 1996-2005), with a 2020 target of 225 gpcd. At the SBX7-7 compliance date of 2020, the City customer usage was down to 169 gpcd, thereby meeting legislative mandates. For the last several years City GPCD has hovered around 150 gpcd. This has been achieved through a variety of means including an accelerated AMI metering program and expanded water conservation incentive and outreach efforts.

Moving forward, through the Long Term Water Conservation Framework legislation (SB 606 and AB 1668), the state of California has created real-time targets for the water suppliers including the City that involve a dramatic water use reduction target over the next 15 years tied to a residential indoor water use reduction as well as a landscape water efficiency target that involves reporting on landscape water demand as compared to landscape water need as calculated by the state of California. This system-wide budget based approach also includes a reduction in water suppliers system water loss (gallons per connection per day). To achieve these targets, the City anticipates that it will need to dramatically expand customer participation in its programs and anticipates making refinements to existing programs as well as adding programs that will achieve these requirements. An analysis and prioritization of these potential programs is underway and engagement with Water Forum membership is ongoing. Draft and final work products will be provided to the Water Forum membership.

Current City conservation programs elements are advertised on the City web page.

<https://www.cityofsacramento.gov/utilities/water-conservation>

While subject to change as program effectiveness is evaluated, examples of likely program enhancement beyond existing include:

- Monitoring and analysis of meters dedicated solely to irrigation
- High efficiency toilet retrofit programs
- Landscape rebate programs
- Enhanced leak repair incentive programs
- Enhanced water and energy partnership rebates
- Enhanced residential water surveys

“Water+”

<https://www.cityofsacramento.gov/utilities/projects/waterplus>

The Department of Utilities in 2021 launched Water+, a program designed to help ensure safe, high-quality drinking water supply for customers. The program will also help protect long-term drinking water reliability, resiliency to climate change and help meet future retail and wholesale water demands of the City of Sacramento place of use. Water+ has several goals, which include:

- Improving water treatment methods to meet changing water quality in the Sacramento and American rivers as well as changing drinking water regulations.
- Improving the safety and reliability of the City’s surface water treatment plants -- the E.A. Fairbairn Water Treatment Plant and the Sacramento River Water Treatment Plant.
- Providing consistent drinking water treatment and distribution to City customers.
- Increasing water treatment supply and capacity to meet future water demands.
- The program will replace and expand aging facilities, improve water treatment methods to be safer and more environmentally friendly, and make overall system improvements.

The first phase of Water+ includes the Treatment Plants Resiliency and Improvements Project, which will help improve the long-term safety, reliability and resiliency of the City’s water supply, and address several issues defined in the City’s 2035 General Plan.

The project will feature several water treatment improvements, including:

- Replacing aging infrastructure and facilities that are reaching the end of their useful lives
- Improvements to the treatment process at both water treatment facilities
- A new Sacramento River water intake structure and new pipelines to the Sacramento River Water Treatment Plant to allow for increased future diversions and greater reliability of existing diversions.
- Improvements to water transmission and distribution systems near the Sacramento River Water Treatment Plant

“River Arc”: Concurrent with the planned expansion of SRWTP, a group of local water agencies with the support of select Water Forum environmental members have initiated early planning for a new facility on the Sacramento River. The “RiverArc” Project is an ecosystem, capacity and resiliency Project, that will provide significantly improved backup and flexibility to water sources available for city customers, and to surrounding communities. The project would divert water through an existing water intake structure on the Sacramento River to offset water currently planned to be diverted from Folsom Reservoir or from the American River at the PCWA pumping plant near the Auburn Dam site. Reduction of draws from the American River has been identified as a potential adaptation measure for climate change impacts to the lower American River ecosystem and water supply reliability in the American River watershed as described in the 2022 American River Basin Plan. In 2015 and 2021, Folsom Reservoir levels were very close to not being able to

meet minimum municipal water supply intake elevations. The flow of the Sacramento River, which is many times the size of the American River, has the capacity to reduce reliance on the American River.

The RiverArc project presents a more complex governance structure with multiple participating agencies, is located further from the City's core water transmission infrastructure, requires additional staffing, and may present a reduced financial economy of scale that a SRWTP expansion could offer. However, the City recognizes the potential benefits to the region RiverArc could bring to the Water Forum coequal objectives and the potential to support the Water Forum 2050 initiative. At present, the City is focusing on RiverArc as the next diversion and treatment capacity project, ahead of a SRWTP expansion with the understanding and expectation of ongoing Water Forum signatory support

Current Diversions

	FWTP	SRWTP	Total Surface Water	Groundwater	Imported Groundwater	Wholesale/Wholesaling	Total Retail Water	Total Water
2006	62,827	55,848	118,676	18,476	-	6,512	130,640	137,151
2007	46,888	83,568	130,457	19,570	-	12,333	137,694	150,027
2008	56,264	64,029	120,293	20,388	-	8,182	132,499	140,681
2009	53,067	52,669	105,736	20,056	-	6,176	119,616	125,792
2010	53,632	44,594	98,227	18,433	-	5,254	111,406	116,660
2011	41,053	54,738	95,791	18,109	-	5,279	108,621	113,901
2012	44,259	63,452	107,712	14,617	-	8,075	114,253	122,328
2013	48,319	58,336	106,655	12,834	244	2,286	117,447	119,733
2014	31,899	48,903	80,802	14,637	80	262	95,257	95,519
2015	32,155	39,511	71,666	13,706	659	1,199	84,832	86,031
2016	28,523	40,621	69,144	18,008	-	958	86,194	87,152
2017	34,636	32,836	67,472	26,348	-	2,460	91,360	93,820
2018	22,300	40,604	62,904	25,963	4,028	1,027	691,868	92,895
2019	38,477	37,033	75,510	21,869	-	8,465	88,914	97,379
2020	31,337	39,576	70,913	21,140	8,426	3,607	96,872	100,479
2021	23,486	52,021	75,507	18,837	974	4,518	90,800	94,318
2022	27,084	34,796	61,880	19,024	6,610	1,777	85,737	87,514
2023	30,437	47,571	78,007	12,232	28	9,589	80,678	90,267

2024	41,096	41,749	82,845	9,858	0	11,102	81,601	92,703
-All values in acre-feet per year -Diversion and delivery of SCWA water through COS facilities (Wheeling) is only from Sac River facilities.								

Future Projected Diversions

City of Sacramento projected Water Demands from the 2020 UWMP

Use Type	Additional Description (as needed)	Projected Water Use* Report To the Extent that Records are Available				
		2025	2030	2035	2040	2045 (opt)
<u>Drop down list</u> May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool						
Single Family		46,913	47,491	48,069	48,647	51,098
Multi-Family		15,334	16,085	16,837	17,588	18,474
Commercial	Includes Industrial Use Type	17,871	19,068	20,266	21,464	22,545
Institutional/Governmental		6,094	6,200	6,306	6,412	6,736
Landscape		5,087	7,144	9,200	11,257	11,824
Other Potable		2,366	4,054	5,742	7,430	7,804
Losses		13,767	13,767	13,766	13,766	14,460
TOTAL		107,432	113,809	120,187	126,564	132,942
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES: Units are in acre-feet (AF).						

Use Type	Additional Description (as needed)	Projected Water Use *				
		Report To the Extent that Records are Available				
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool.		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Sales to other agencies	SCWA - Airport	1,056	1,400	1,400	1,400	1,400
Sales to other agencies	SCWA - Zone 50 Metro Air Park	2,545	5,000	5,000	5,000	5,000
Sales to other agencies	SSWD - Arden	1,945	3,500	14,782	26,064	26,064
Sales to other agencies	SSWD - Northridge	0	0	2,130	4,260	4,260
Sales to other agencies	Golden State Water Company	0	0	518	1,037	1,037
Sales to other agencies	Del Paso Manor Water District	0	0	672	1,344	1,344
Sales to other agencies	Cal Am Arden	457	913	1,384	1,855	1,855
Sales to other agencies	Cal Am Fruitridge	4,479	8,692	8,692	8,692	8,692
Sales to other agencies	Cal Am Parkway	2,803	4,480	6,258	8,036	8,036
Sales to other agencies	Cal Am Rosemont	3,591	6,160	8,163	10,166	10,166
Sales to other agencies	SCWA - Arden Park	0	0	2,106	4,211	4,211
Sales to other agencies	SCWA - Zone 41 CSA Wholesale	4,800	9,600	10,122	10,644	10,644
Sales to other agencies	SCWA - Zone 41 NSA, CSA, and SSA	6,661	13,321	12,836	12,350	12,350
Sales to other agencies	Tokay Park	0	0	47	95	95
Sales to other agencies	Florin County Water District	0	0	919	1,837	1,837
Sales to other agencies	Natomas Unified School District	69	69	69	69	69
TOTAL		28,406	53,135	75,098	97,060	97,060
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES: Units are in acre-feet (AF). Projected wholesale water use estimates were developed in the on-going Water Master Plan Update. 2030 wholesale projected water use is equal to the probable estimate (average likely water delivery in the on-going Water Master Plan Update) of future wholesale demands. 2040 and 2045 wholesale projected water use is equal to the maximum estimate assuming that all water agencies in the American River Place of Use Boundary receive wholesale water. Interim years (2025 and 2035) were linearly interpolated. The City estimates that it will deliver approximately 69 AF to Natomas Unified School District.						

Drier Conditions Management

In all years when DWRs annual projected unimpaired runoff into Folsom Reservoir is greater than 550,000 AF, or the March through November projected unimpaired inflow into Folsom Reservoir is greater than 400,000 AF, the City may divert water at the FWTP in accordance with the following criteria.

1. Diversion up to 310 cfs (200 million gallons per day [MGD]) so long as the flow bypassing the diversion at the FWTP is greater than the Hodge Flow Criteria¹.

¹ As no stream flow gauge currently exists in a location coterminous with FWTP, the Fair Oaks gauge, as maintained by USGS, is typically used as a surrogate measurement point.

Hodge Decision Flow Criteria	
Period	American River Hodge Flow Criteria, cfs ^(a)
October 15 through February	2,000
March through June	3,000
July through October 14	1,750

2. Whenever flow bypassing the diversion at the FWTP is lower than the Hodge Flow Criteria, City diversions may not be greater than the following:

Maximum Rate of Diversion to the FWTP During Hodge Flows		
Period	Maximum Diversion	
	cfs	MGD
January through May	120	77.6
June through August	155	100.2
September	120	77.6
October through December	100	64.6

City water diverted at FWTP in drier conditions in accordance with the foregoing limitations could be used anywhere within the City's authorized POU as it exists now and in the future.

Provision for Use of FWTP Design Capacity over 100MGD. The City added the "Hodge" restrictions to FWTP to its surface water entitlement in October 2010 following approval of Water Forum 1.0. The goal of these restrictions was to ensure adequate flow for the fishery at certain times of the year. This goal is embedded in the Flow Management Standard. The prior effort in WF 1.0 also anticipated a potential pathway for collective support of all caucuses for the removal or amendment of these terms.

If the City and the ongoing Water Forum successor efforts agree that some combination of actions could provide a net benefit to the LAR and allow for better use of the capacity added to FWTP (over the 100 mgd prior to WF 1.0) in 2000, the City will have the support of all signatories if it chooses to pursue regulatory approvals. The implementation of the Modified Flow Management Standard is actively planned into Reclamation's operations and augments D893 flows as being protective measures consistent with Water Forum coequal objectives and provides an example of improved conditions.

Driest Conditions Management

In extremely dry years (i.e., years in which the State of California Department of Water Resources [DWR] annual projected unimpaired inflow into Folsom Reservoir would be 550,000 acre-feet annually [AFA] or less, also referenced as the March through

November projected unimpaired flow into Folsom Reservoir being less than 400,000 AF) the City would limit its diversions of city water at the FWTP to not greater than 155 cubic feet per second (cfs) and not greater than 50,000 AFA. Any additional water needs would be met by diversions at other locations and/or other sources.

City water diverted at the FWTP in extremely dry years in accordance with the foregoing limitations could be used anywhere within the City's authorized POU as it exists now and in the future.

Critically Low Storage Conditions

In conjunction with aforementioned commitments to reduce diversions at FWTP when Hodge Flows are present (see drier year actions) or the March through November projected unimpaired flow into Folsom Reservoir being less than 400,000 ACFT (see driest year actions), the City will continue to support infrastructure at the FWTP intake structure that will allow operation near the low minimum flow requirement of the modified flow management standard at 500 cfs. 500 cfs passing the EAFWTP is understood to correlate with the river elevation necessary to meet the minimum design of the intake pumps to avoid adverse operation. The City is committed to this balanced approach which is intended to support conservation of storage in Folsom and a minimum release pattern for ecosystem needs.

Project List

It is understood that to support the coequal objectives and mitigate challenges facing the region under future conditions, structural and non-structural projects will be needed. The City must prioritize projects that maintain the affordability of water in advancing the coequal objectives. The experience of the last couple of decades has shown that the extremes of climate change are the biggest threat to the coequal objectives and that the ability of the City to advocate for improved operations of the State and Federal projects, both internally and through local partnerships to advance conjunctive use, will be the most effective way from a cost and sustainability standpoint, to enhance the achievement of the coequal objectives. Actions can be taken in all years to improve water reliability from the most environmentally beneficial source.

Structural

The following infrastructure projects will support efforts to implement the City's proposed purveyor specific agreement, and to support the coequal objectives.

- New or improved interties with other purveyors, in particular ones that promote groundwater recharge and conjunctive use and water supply reliability.
- Rehabilitation and modernization of existing water facilities
- New or expanded facilities on the Sacramento River (e.g. RiverArc or SRWTP expansion) and treatment, storage, and conveyance systems necessary to provide clean, safe, potable water.
- New groundwater facilities consistent with adopted groundwater sustainability plans and the City of Sacramento's completed CEQA process to modernize its groundwater facilities
- Expanded groundwater monitoring infrastructure and data transparency platforms

- Projects as defined in basin Groundwater Sustainability Plans.
- Structural and Non-structural projects and programs to ensure success of the Healthy Rivers and Landscape Program (i.e. Voluntary Agreement) for the American River Region or a similar tributary-specific program that improves the ecosystem, protects local existing water entitlements for participants in that program, and maintains better cold water pool conditions in Folsom and the Lower American River.

Non-Structural

- Agreements with neighboring purveyors for conjunctive use opportunities and water supply reliability.
- Continued water use efficiency programs and funding support for the City, including expanded relationships and/or agreements to facilitate the City's Climate Action Plan and successful implementation of water use efficiency targets
- Water transfers consistent with Groundwater Sustainability Plans and the California Water Code
- Points of diversion on Sacramento River for City of Sacramento
- Implementation of longstanding contractual agreement for water exchange between City and SMUD for SMUD's Rancho Seco water demands.
- Extension and/or License of Existing Water Entitlements for the City of Sacramento.
- Support for identifying underground storage as a beneficial use of surface water.
- Changes in water rates and fees, as compliant with legal requirements to support projects consistent with the coequal objectives (e.g. water efficiency, climate change adaptation projects, and water supply reliability projects)
- Continued staffing support, when requested, for implementation of LAR ecosystem projects (e.g. Machine Operators)
- Additional funding support from the City for science and ecosystem benefits as part of the 2024 Healthy Rivers proposal to SWRCB or a tributary-specific alternative for the American River region.
- Local and Statewide advocacy for the MFMS on the lower American River and improved carryover storage within Folsom Reservoir.
- Management actions as defined in basin GSPs.
- Periodic 5-year GSP evaluations and updates, as compliant with SGMA.
- Consolidation of water districts as approved by the State of California.

Caveats and Assurances

1. All Signatories to the *Water Forum Agreement* will fully endorse City of Sacramento water entitlements ~~needed to facilitate local control and management of water~~ for the benefit of the coequal objectives. This includes the use thereof and extension and/or license under State Water Resources Control Board procedures. If the SWRCB or the Legislature proposes global changes to water rights, each Water Forum member may decide what position to take on the proposal without rescinding agreed upon support for City of Sacramento water entitlements for the benefit of the coequal objectives.

2. Recognizing the commitments executed by the City of Sacramento in Water Forum 1.0, including changes made to its water entitlements, and in recognition in Water Forum 1.0 of full signatory support for City of Sacramento projects to divert, treat and serve from the Sacramento River, all signatories continue to endorse this effort with the following detailed delineations:

- a. Fully endorse (as defined in section XXXXX of the Water Forum 2050 Agreement) the City's Water Plus project, including the diversion, treatment, storage, and conveyance systems necessary to provide clean, safe, potable water, as well as the funding and processes necessary to implement this project. The Project will partially recover diversion impacts to City stemming from Water Forum 1.0, and as contemplated by Water Forum 1.0

<https://www.cityofsacramento.gov/utilities/projects/waterplus>

- b. Fully endorse City of Sacramento efforts to develop environmental documentation of the RiverArc project and conditionally endorse (as defined in section XXXXX of the Water Forum 2050 Agreement) the implementation of the RiverArc Project, subject to environmental analysis of the impact to the Sacramento River for the City of Sacramento, including the points of diversion modifications, diversion, treatment, storage, and conveyance systems necessary to provide clean, safe, potable water, as well as and the funding and processes necessary to implement this project. Upon completion of CEQA analysis all signatories agree that an official determination on full endorsement will occur and Water Forum documentation and positions of support will be updated to reflect this determination no later than six months from publications of environmental Notice of Determination or equivalent filing. It is the intention of all Signatories to fully endorse this project if the environmental analysis and Notice of Determination remain consistent with the Notice of Preparation and the outcomes sought in support of the Water Forum objectives. The City intends to provide outreach engagement to the Water Forum on project development and analyses prior to completion of the CEQA analysis.

<https://www.cityofsacramento.gov/utilities/projects/riverarc>

3. All signatories conceptually support (as defined in section XXXX of the Water Forum 2050 agreement) all other structural and non-structural projects contained within this PSA and the, funding and processes necessary to implement them with the exception of two non-structural projects identified above: 1) Groundwater Substitution Transfers, and 2) Implementation of contractual agreement for water exchange between City and SMUD.

4. Endorsement of water entitlements in this PSA means that signatories will expend reasonable efforts to:

- a. Speak before stakeholder boards and regulatory bodies,
- b. Provide letters of endorsement,
- 3.c. Provide supportive comments to the media

4.5. The City of Sacramento acknowledges concern of some signatories that voluminous requests for endorsement for routine operational and maintenance activities could apply pressure to limited resources. The City of Sacramento does not expect to pursue full endorsement for all projects with conceptual endorsement per this PSA. The City will maintain sensitivity to fellow members capacity and will limit requests for full endorsement to the most impactful matters contained with this PSA and the related work of the Water Forum.

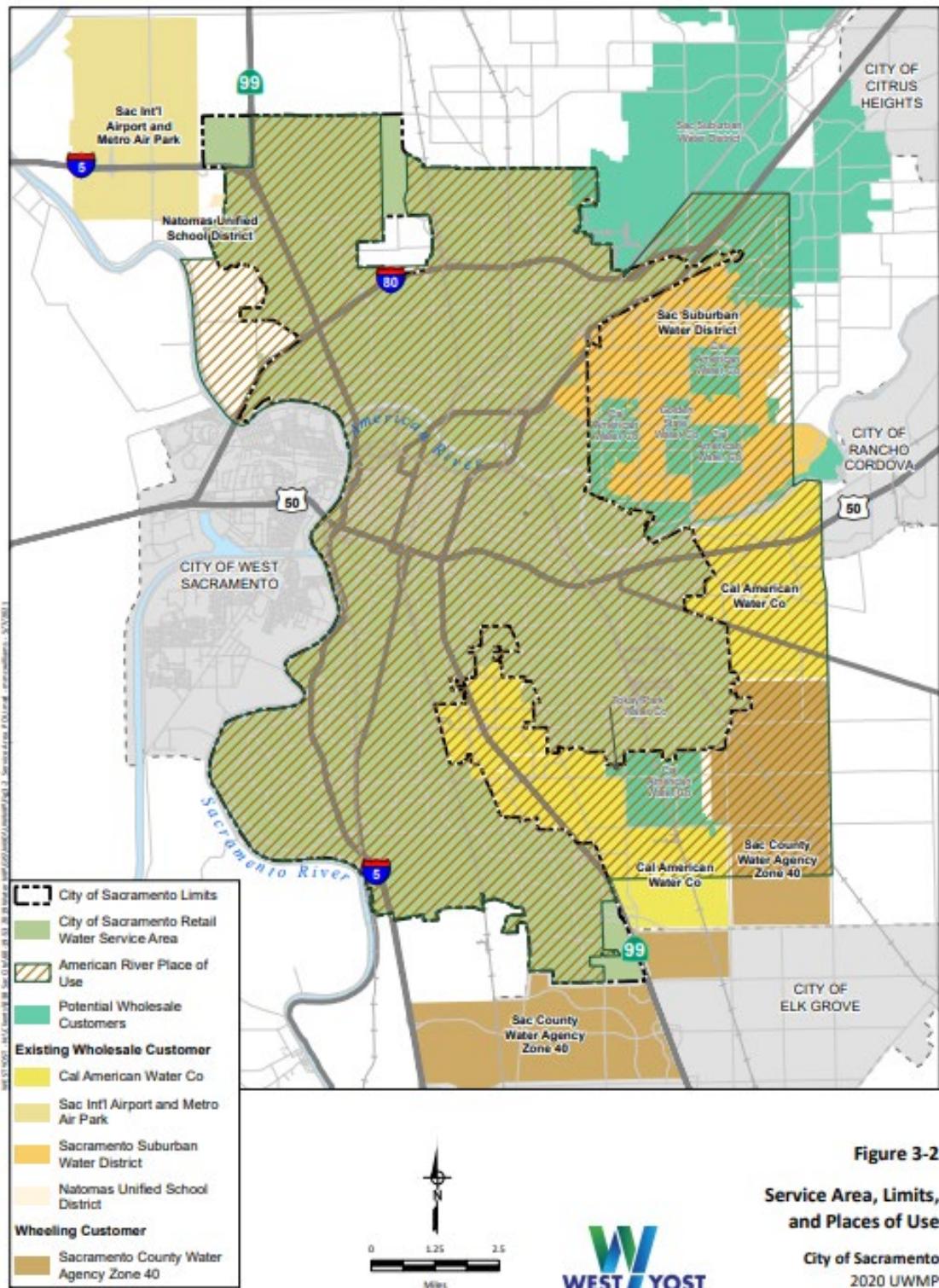
5. All signatories will support the funding of the City's water utility operations and capital investment/reinvestment and will not oppose future rate and fee proposals in alignment with existing allocation models. Endorsement of rates and fees funding in the context of this PSA is not intended to limit future Water Forum engagements on how those rates and fees are determined within applicable laws. Signatories agree to notify the City if future proposed changes to rate and fee allocation approaches appear foundationally different than at the signing of Water Forum 2050.

6.

7. Any solution that provides for future needs will have costs. New diversion, treatment, and distribution facilities, wells, conservation programs, and required environmental mitigation will be needed. This Agreement identifies that these solutions must be equitable, fiscally responsible, and make the most efficient use of the public's money. Prioritizing affordability of these programs and alignment with state laws surrounding appropriate use of water rate payer dollars is supported by all signatories.
8. Water suppliers have both capital costs for facilities and operations and maintenance costs. This Agreement recommends that charges imposed to recover capital costs associated with water acquisition, treatment, or delivery be equitable. Any costs for facilities funded through bonds will be recovered as provided by law. In addition, signatories to the Water Forum Agreement agree that operational, maintenance and replacement costs should be recovered from beneficiaries of the system in accordance with California Government Code Sections 53720 to 53730 (Proposition 62) and California Constitution, Articles XIII, C and XIII, D (Proposition 218) and other laws to the extent they are applicable.
9. All parties acknowledge that language or commitments within this agreement may find themselves in conflict with other documents or regulatory proceedings/direction. Where inconsistencies occur, legally binding documents (e.g. water rights) or direction from regulatory bodies shall govern. Additionally, the Water Forum and versions of the Water Forum agreement do not supersede local, state, or federal boards, councils, commissions, or regulatory entities governing water suppliers, or does it present itself as a regulatory body or legally binding agreement.
10. PSA language will have priority over any language in the main Water Forum 2050 Agreement should there be an interpretation that deems the language in the two documents to be in conflict.
11. All Signatories 1) conceptually endorse City of Sacramento alignment of its water operations in support of the Sacramento Regional Water Bank and relevant Groundwater Sustainability Plans, and 2) fully endorse the City's focus to invest in a resilient water system that can be adjusted to advance the Water Forum coequal objectives

12. Parties shall acknowledge and accept that the Sacramento City Council recently adopted an updated Climate Action & Adaptation Plan and that nothing within this agreement is intended to supersede that action or any successor. Included within that plan, is the following: “An environment that feels healthy, with clean air, clean water, and ample access to parks, trees, and other green spaces” is the key to a truly livable city.

Attachment 1 – City of Sacramento Place of Use 2024



Attachment 2 – Draft WFA Table

Purveyor	Current Annual American River Diversions (TAF)	Future Projected Annual American River Diversions (TAF)	Drier Year Annual American River Diversions (TAF) <i>950 TAF > UIFR > 400 TAF</i>	Driest Year Annual American River Diversions (TAF) <i>UIFR > 400 TAF</i>
Cal AM WC				
Carmichael WD				
City of Folsom				
City of Roseville				
City of Sacramento	23-70	245	245	50
Del Paso Manor				
East Bay MUD				
EDCWA				
EID				
Florin WD				
Golden State WC				
Natomas Central Mutual				
PCWA				
Rio Linda				
SCWA				
SJWD				
SMUD				
South County Ag				
SSWD				

DRAFT

Sacramento Suburban Water District - Purveyor Specific Agreement

The Sacramento Suburban Water District (SSWD) is committed to supporting good stewardship of the American River watershed and recommits to its membership in the Water Forum as a model for this effort. SSWD will continue its advocacy for the health of the river through actionable, meaningful efforts supporting cold water carry-over at Folsom reservoir, supporting the MFMS, habitat restoration efforts and advocacy at the federal level with our Reclamation partners to balance the co-equal goals. Achieving the co-equal goals requires on-going actions, not just in dry years, in order to keep the river and groundwater basin healthy and ensure a reliable, safe, and sustainable water supply. Ultimately the Water Forum has endeavored to provide “peace on the river” while knowing that a healthy water supply is reliant upon a healthy river.

Purveyor Background

Service Area. SSWD was formed on February 1, 2002, under the State of California’s County Water District Law by the consolidation of the Arcade Water District (established in 1956) and the Northridge Water District (established in 1958).

The Local Area Formation Commission approved the reorganization of Del Paso Manor Water District (DPMWD) (established in 1954) into SSWD as of June 30, 2025. After June 30, 2025, DPMWD ceased to exist and SSWD officially integrated all aspects of the former district into operations of the SSWD as the Del Paso Manor Service Area (DPMSA). The DPMSA will be operated as a separate water system until the DPMSA system facilities have been sufficiently rehabilitated and replaced to the same standard as the SSWD water system, and the SSWD Board determines that the two service areas will be merged and operated as a single water system.

SSWD is located in Sacramento County, north of the American River and serves a large suburban area, including portions of Citrus Heights, Carmichael, North Highlands, City of Sacramento (City), Antelope, Arden Arcade, and McClellan Park (formerly McClellan Air Force Base). SSWD’s service area covers approximately 37 square miles (23,690 acres of land) and serves water to an estimated population of 199,298 (based on the 2020 census) through approximately 48,853 service connections, 47,162 of which are metered. There are 1,691 unmetered service connections in the DPMSA that will be metered by 2035. SSWD’s territory is substantially built out. Other than residential and commercial in-fill projects, and industrial and commercial development at McClellan Park, SSWD does not expect significant additional development within its territory.

Water System Facilities. SSWD’s distribution system, including storage, pump stations and interconnections, has approximately 720 miles of pipeline that range in size from 48-inch transmission mains down to 4-inch distribution mains. There are 48 emergency interties with

neighboring agencies along SSWD's service boundary. SSWD has 6 storage tanks with a collective capacity to hold approximately 15.8 million gallons of water. SSWD has a total of 7 booster pumping stations, three of which are co-located with major storage tanks. SSWD pumps its groundwater from approximately 80 permitted groundwater wells. All of the groundwater wells pump directly into the distribution system and range between 270 and 1,036 feet deep. SSWD also has facilities to receive treated surface water from Folsom Reservoir and the Lower American River.

Groundwater Wells. SSWD currently has 80 permitted wells in the North American Subbasin that are connected to the potable water system, with a current production capacity of approximately 125 million gallons per day (MGD).

SSWD is by regulation 100% reliant on groundwater to ensure continuous supply to its customers. Therefore, SSWD must maintain groundwater production capacity necessary to meet 100% of its customers' needs. SSWD's groundwater wells and storage facilities are capable of producing 100% of SSWD's annual water demand.

SSWD pumps from the North American Subbasin, which is jointly managed on behalf of SSWD and other municipal pumpers by the Sacramento Groundwater Authority under a Groundwater Sustainability Plan adopted consistent with the Sustainable Groundwater Management Act (SGMA). SSWD works with other groundwater pumpers in the basin to sustainably manage groundwater supply consistent with SGMA.

Surface Water. In addition to groundwater, SSWD imports surface water when available from two supply sources, Folsom Reservoir and the Lower American River. SSWD has no surface water rights, but has two contractual entitlements to surface water, one from the Placer County Water Agency (PCWA) for up to 29,000 acre-feet and one from the City of Sacramento (City) for up to 26,064 acre-feet.

When available, SSWD purchases surface water from PCWA supplied from the Middle Fork American River and delivered to Folsom Reservoir. The PCWA water is treated by San Juan Water District (SJWD) at the Peterson Water Treatment Plant pursuant to contract and then conveyed through purchased pipeline capacity in the Cooperative Transmission Pipeline and District-owned transmission pipelines into SSWD's water distribution system in the North Service Area. SSWD also purchases surface water when available from the City supplied from the Lower American River, which is diverted and treated by the City at its E.A. Fairbairn Water Treatment Plant and conveyed through purchased and District-owned pipeline capacity for distribution to customers in SSWD's South Service Area.

In addition to the two contractual entitlements, SSWD purchases Central Valley Water Project Section 215 surface water from the United States Bureau of Reclamation (USBR) under a long-term Warren Act contract when made available by USBR.

Surface Water and Groundwater Operations

Rights. SSWD has no surface water rights.

Contractual Entitlements. As noted, SSWD has two contractual entitlements to surface water, one from the City and one from PCWA. SSWD regularly enters into individual annual contracts with the United States Bureau of Reclamation to receive surplus Central Valley Project Section 215 Water deliveries when available.

One of SSWD's two predecessor agencies, Arcade Water District (AWD), entered into an agreement with the City to reserve a water supply for AWD's service area within the City's American River Place of Use. That agreement committed a portion of the City's surface water supplies for future use by AWD, subject to annual payments. After SSWD was formed in 2002, it continued AWD's payments to the City for the American River Place of Use water supply and AWD's planning and design of facilities that would enable SSWD to receive treated water from the City's E.A. Fairbairn water treatment plant.

In 2004, SSWD and the City entered into a Wholesale Water Supply Agreement under which the City agreed to supply up to 20 million gallons per day (mgd) of treated surface water to SSWD under the former AWD entitlement. The agreement will continue in full force and effect unless terminated by mutual written agreement of the parties or by operation of law.

In 2000, SSWD's other predecessor agency, Northridge Water District (NWD), entered into an agreement to purchase water from PCWA. When SSWD was formed in 2002, it assumed this agreement. The agreement provides that SSWD would buy surface water from PCWA at an increasing volume each year until the maximum contract amount of 29,000 acre-feet per year was reached in 2014 and then maintain this level through the expiration of the agreement in 2025.

The PCWA agreement was amended in 2018 to extend its term through 2045. This permitted SSWD to secure a Long-Term Warren Act Contract for the same term (i.e., through 2045) from the Bureau of Reclamation to wheel PCWA water supplies through Folsom Reservoir to SJWD for treatment by SJWD and then delivery to SSWD through the Cooperative Transmission Pipeline.

The PCWA agreement was further amended in 2020 to further reduce SSWD's annual "take or pay" obligation from 12,000 acre-feet to 8,000 acre-feet, with the provision that, if PCWA can make additional water available to SSWD in any year, SSWD has the right to take up to 21,000 acre-feet of additional water in that year.

The PCWA entitlement has limitations.

- American River Flows
 - PCWA may not deliver water to SSWD in any year when the March through November unimpaired inflow into Folsom Reservoir is less than 1,600,000 acre-feet.
 - Notwithstanding the foregoing, PCWA may deliver water to SSWD in the following December through February provided water is being released from Folsom Reservoir for purposes of flood protection.
- PCWA Needs
 - The agreement is subject to cutback if PCWA needs any portion of the SSWD entitlement to serve PCWA customers in Placer County, or to meet PCWA's Middle Fork Project power generation obligations to PG&E.
- SSWD Use

- SSWD Customers – SSWD may only use the PCWA water in PCWA’s expanded Place of Use which covers SSWD’s North Service Area.
- Sale and Transfer - SSWD may sell or transfer any portion of its available PCWA entitlement within PCWA’s expanded Place of Use (e.g., to the California American Water Company).

Use. SSWD uses surface water in-lieu of groundwater pumping during water year types or conditions when such supplies can be diverted and used in portions of the SSWD service area when available under PCWA’s and the City’s water rights and it provides benefits to SSWD customers or aids in meeting other local/regional objectives such as in-lieu groundwater recharge, which SSWD actively engages in as part of its Water Forum commitments.

Conjunctive Use Program. As one of the original signatories of the Water Forum Agreement (through its predecessor agency, Northridge Water District), SSWD has operated an active Conjunctive Use Program since 1998. Under this program, SSWD provides treated surface water to its customers under its City and its PCWA entitlements in lieu of providing pumped groundwater. This reduces SSWD’s need to extract groundwater, which in turn allows SSWD’s groundwater supplies to be replenished through natural groundwater recharge. This operation is referred to as “in-lieu recharge” or more colloquially as “conjunctive use.”

SSWD’s groundwater wells are located in the North American Subbasin (NASb), which is part of the Sacramento Valley Groundwater Basin. While groundwater levels normally fluctuate in response to hydrologic conditions, groundwater levels in the NASb had declined between 1950 and 2000. There is a regional consensus that this decline was largely the result of excessive groundwater pumping.

Throughout the history of SSWD, investments in its Conjunctive Use Program have had a significant effect on bolstering groundwater supplies in the region. By supplementing its supplies with surface water when it is available, SSWD’s groundwater pumping has been reduced, thereby allowing for more groundwater (aquifer) recharge.

SSWD supports maintaining a sustainable groundwater basin in the North American Subbasin. Seeking opportunities to recharge that resource requires focus if the groundwater resource is to be present when most needed. SSWD remains cognizant of the need to maintain consistency with local Groundwater Sustainability Plans and meeting the requirements of SGMA.

Water Banking

- SSWD’s in-lieu recharge program has contributed to the regional banking of over 400,000 acre-feet of groundwater since 1998.
- SSWD has banked in excess of 245,000 acre-feet of groundwater to improve supply reliability since 2003.
- SSWD files annual reports with the State Water Resources Control Board to document its efforts to bank groundwater. These efforts have been recognized and substantiated by the State of California Department of Water Resources’ data and reporting.

Aquifer Recovery

- Since 2003, groundwater levels have stabilized in the portion of the NASb from which SSWD pumps water. This was the result, in large part, of an increase in SSWD's in-lieu recharge practice (i.e., increased surface water purchases by SSWD when available) and enhanced conservation practices on the part of SSWD's customers spurred by SSWD's various education and incentive programs.
- Groundwater level recovery, combined with absence of a robust aquifer storage (i.e., direct groundwater recharge) effort in the area, underscore the general effectiveness of conjunctive use programs and in-lieu groundwater banking efforts.
- As demonstrated in the Sacramento Valley Groundwater Level chart, this water supply management strategy reversed the historical trend of groundwater level decline by reducing groundwater pumping to allow the aquifer to naturally stabilize and then begin to recharge.

Demand Management

SSWD's baseline water usage per capita for the purpose of compliance with SBX 7-7 was 257 gallons per capita per day (gpcd) (years 1995-2010), with a 2020 target of 206 gpcd. At the SBX7-7 compliance date of 2020, SSWD customer usage was down to 172 gpcd, thereby meeting legislative mandates. For the last several years, SSWD's gpcd has hovered around 143 gpcd. This has been achieved through a variety of means, including an accelerated AMI metering program and expanded water conservation incentive and outreach efforts.

Moving forward, through the Long Term Water Conservation Framework legislation (SB 606 and AB 1668), the state of California has created real-time targets for water suppliers including SSWD that involve a dramatic water use reduction target over the next 15 years tied to a residential indoor water use reduction as well as a landscape water efficiency target that involves reporting on landscape water demand as compared to landscape water need as calculated by the State of California. This system-wide budget-based approach also includes a reduction in water suppliers' system water loss (gallons per connection per day). To achieve these targets, SSWD anticipates that it will need to dramatically expand customer participation in its programs and anticipates making refinements to existing programs as well as adding programs that will achieve these requirements. An analysis and prioritization of these potential programs is underway and engagement on this topic with the Water Forum membership is ongoing. Draft and final work products will be provided to the Water Forum membership.

Current SSWD conservation program elements are advertised on SSWD's web page.

<https://www.sswd.org/departments/conservation>

While subject to change as program effectiveness is evaluated, examples of likely program enhancements beyond existing elements include:

- Monitoring and analysis of meters dedicated solely to irrigation
- Expanded rebate programs for all customer classes targeting both indoor and outdoor water efficiency efforts

- Enhanced leak repair incentive programs
- Enhanced water and energy partnership rebates
- Enhanced residential water surveys and leak investigations
- Enhanced outreach regarding best practices for water efficiency and water conservation

Specific Demand Management Measures by Water Conservation Stage can be found in Appendix E of SSWD's Urban Water Management Plan.

<https://www.sswd.org/departments/engineering/reports/urban-water-management-plan>

SSWD understands that Water Code Section Water Code Section 10632 (a)(3)(A) requires purveyors to plan for reductions of 10%, 20%, etc, to 50% and beyond. SSWD will follow the stages set forth in its [Water Shortage Contingency Plan](#) as declared by the Board of Directors based on operational service conditions and water supply availability.

All hyperlinks used within this PSA will be maintained and active for the duration of the agreement, or if changes are made to the online content, the changes will be communicated to the Water Forum and updated links provided.

Current Diversions

N/A

Future Projected Diversions

N/A

Drier Conditions Management

In drier years, SSWD will switch to groundwater in a discretionary fashion to meet customer demands as water resource conditions warrant. Decisions will include, but not are limited to, the need to maintain adequate levels of service, consideration of local surface water resource conditions, groundwater sustainability conditions, and successful outcomes of local banking and extraction program such as the Water Bank or agreements to make water available for the environment (e.g. Healthy Rivers and Landscapes)

The surface water supplies available to SSWD may be subject to significant reductions, up to and including curtailment, during dry years (seasonal and climatic shortages). PCWA, City, and USBR surface water supplies may not be available in dry years.

Based on historical data, SSWD's water supply available from groundwater has not been impacted by annual hydrology. Groundwater reliability is consistent in all water years and is not subject to vulnerabilities from seasonal and climatic factors. After several consecutive dry years, the groundwater levels may decline, but this does not reduce the pumping capacity of SSWD's wells. The reliability of SSWD's groundwater supply is related to its sustainable groundwater pumping yield estimate, water banking efforts, and its reliable well field capacity that can be used to meet demands in all water year types.

Driest and Critically Low Storage Conditions Management

In the driest years, SSWD will switch to groundwater in a discretionary fashion to meet customer demands as water resource conditions warrant. Decisions will include, but not be limited to, the need to maintain adequate levels of service, consideration of local surface water resource conditions, groundwater sustainability conditions, and successful outcomes of local banking and extraction program such as the Water Bank or agreements to make water available for the environment (e.g. Healthy Rivers and Landscapes). The surface water supplies available to SSWD from its PCWA and City surface water entitlements may be subject to significant reductions, including curtailments, during dry years (seasonal and climatic shortages). Based on historical data, SSWD's water supply available from groundwater has not been impacted by annual hydrology. Groundwater reliability is consistent in all water years and is not subject to vulnerabilities from seasonal and climatic factors. After several consecutive dry years, groundwater levels may decline, but this does not reduce the pumping capacity of SSWD's wells. On average, the groundwater level declines are reduced and recover faster because SSWD's water banking efforts have protected and increased the reliability of its groundwater supply.

Project List

SSWD understands that to support the coequal objectives and mitigate challenges facing the region under future conditions, structural and non-structural projects will be needed.

Structural

The following infrastructure projects will support efforts to implement the SSWD's proposed purveyor specific agreement, and to support the coequal objectives.

- New replacement groundwater facilities consistent with adopted groundwater sustainability plans
 - Select new replacement wells will strategically be equipped with Aquifer Storage and Recovery capability
- New or improved interties with other purveyors, in particular ones that promote groundwater recharge
- Rehabilitation and modernization of existing water facilities
- Structural projects and programs to help ensure the success of the Healthy Rivers and Landscapes Program (aka Voluntary Agreements) or similar tributary-specific programs (e.g., the ARTESIAN program) that improve the ecosystem, protect local water entitlements, and maintain better cold water pool conditions and management in Folsom Reservoir and the Lower American River

Non-Structural

- Consolidation of water districts as approved by the State of California or the Local Agency Formation Commission
- Agreements with neighboring purveyors for conjunctive use opportunities and water supply reliability
- Continued water use efficiency programs and funding support
- Water transfers consistent with Groundwater Sustainability Plans and the California Water Code
- Support for identifying underground storage as a beneficial use of surface water

- Active participation in management and other actions under the groundwater sustainability plans for the NASb

Caveats and Assurances

1. The ability for any individual purveyor to implement the surface water diversions principles will depend on their respective opportunities and constraints.
2. In circumstances where excess water is made available by Reclamation by Article 3(f) of a purveyor's Water Repayment Contract or by a Section 215 Contract between the purveyor and Reclamation due to flood control operations at Folsom Reservoir, for the purposes of groundwater recharge, that water would not be counted as diversion water within their PSA, regardless of year type.
3. Acknowledge that the duty of a water purveyor is to provide an affordable, reliable and high-quality water supply to its customers.
4. Agree that evolving regulatory conditions may trigger changed conditions and Water Forum commitments shall evolve to adapt to those changed conditions.
5. Acknowledge that the achievement of the co-equal goals must take into account ramifications on water affordability, reliability, availability, and quality.
6. Continue to utilize SSWD's conjunctive use program in a discretionary manner to ensure a safe and reliable water supply is maintained.

Attachment 1. UWMPs and the Water Forum Agreement

Future projected diversions based on the UWMPs would be updated on an agreed upon interval in alignment with the required reporting cycle of the UWMPs. The regional purveyors are required to develop UWMPs on a 5-year basis (per the requirements of California Water Code §10610-10656 and §10608). UWMPs are intended to support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs. The UWMPs include projected demands and assessments of water supply reliability over a 20-year planning horizon (among other data and information). By using the projected demands as developed in the UWMPs for surface water diversion commitments and including a process to update information as new UWMPs are completed, the Water Forum Agreement avoids duplicating efforts by regional water planners, and ensures the commitments made will more closely represent actual demands over the length of the agreement.

If an UWMP is referenced in the PSA, the following caveats and assurances are suggested:

1. As part of the development of their quinquennial UWMPs, purveyor signatories will provide information to Water Forum staff and signatories related to the data and assumptions to be reported in their UWMPs, including demand projections, current and planned supplies, and drought planning scenarios. The WF staff will compile regional data and assumptions for presentation to the WF membership for review and discussion.
 - a. This assurance is intended to facilitate improved transparency and understanding related to the data and assumptions within the UWMPs, and to better elucidate any differences in assumptions by purveyors.

Attachment 2 – Draft WFA Table

Purveyor	Current Annual American River Diversions (TAF)	Future Projected Annual American River Diversions (TAF)	Drier Year Annual American River Diversions (TAF)	Driest Year Annual American River Diversions (TAF)
Cal AM WC				
Carmichael WD				
City of Folsom				
City of Roseville				
City of Sacramento				
Del Paso Manor				
East Bay MUD				
EDCWA				
EID				
Florin WD				
Golden State WC				
Natomas Central Mutual				
PCWA				
Rio Linda				
SCWA				
SJWD				
SMUD				
South County Ag				
SSWD				

EBMUD Purveyor Specific Agreement Framework - DRAFT v3v4.5

Updated: September 10~~December 9~~, 2025

Edits in red

Table of Contents

Purveyor Background.....	2
Supply Portfolio.....	2
Mokelumne River	2
East Bay Area Watershed and Hydrology Runoff Characteristics.....	3
Recycled Water	3
Supplemental Water Supplies Potentially Available during Drought.....	4
Distribution System Features of Note	7
Current and Projected Demands.....	9
Sustainable Groundwater Management Act (SGMA) (NEW).....	10
East Bay Plain Subbasin.....	10
Eastern San Joaquin (ESJ) Groundwater Subbasin	10
Groundwater Banking	10
Demand Management	13
Climate Change (NEW).....	15
Managing Severe Droughts (NEW).....	15
EBMUD CVP Contract.....	16
Management and Protection of the Mokelumne River (NEW).....	19
Existing Water Temperature Management.....	19
Mokelumne River HRL Flow Proposal	19
Mokelumne River HRL Non-Flow Proposal	20
Watershed Forestry Health.....	20
Historical EBMUD Contributions to the Co-Equal Objectives	21
EBMUD Surface Water Framework	21
Contributions to River Corridor Health.....	21
Contributions to Water Supply Reliability.....	21
Potential Future EBMUD Projects and Investments	22

Purveyor Background

EBMUD supplies water and provides wastewater treatment for a large part of Alameda and Contra Costa counties. Based on 2010 census data and Association of Bay Area Government's (ABAG) Projections 2040, approximately 1.4 million people are currently served by EBMUD's water system in a 332-square-mile area extending from Crockett on the north, southward to San Lorenzo and portions of Hayward (encompassing the major cities of Oakland and Berkeley), eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley (including Alamo, Danville, and San Ramon). The wastewater system serves approximately 740,000 people in an 88-square-mile area of Alameda and Contra Costa counties along the Bay's east shore, extending from Richmond in the north, southward to San Leandro. EBMUD water customers include residential, industrial, commercial, institutional, and irrigation water users. A map of EBMUD's service area is included in Figure 1 on page 3 (from EBMUD's 2020 Urban Water Management Plan).

Supply Portfolio

In non-drought years, EBMUD primarily serves its customers using Mokelumne River water, local runoff collected in the East Bay reservoirs (San Pablo, Upper San Leandro, and Briones), and recycled water for non-potable uses. During droughts, EBMUD's water supplies are supplemented by diversions from the Freeport Regional Water Authority (FRWA) Intake on the Sacramento River.

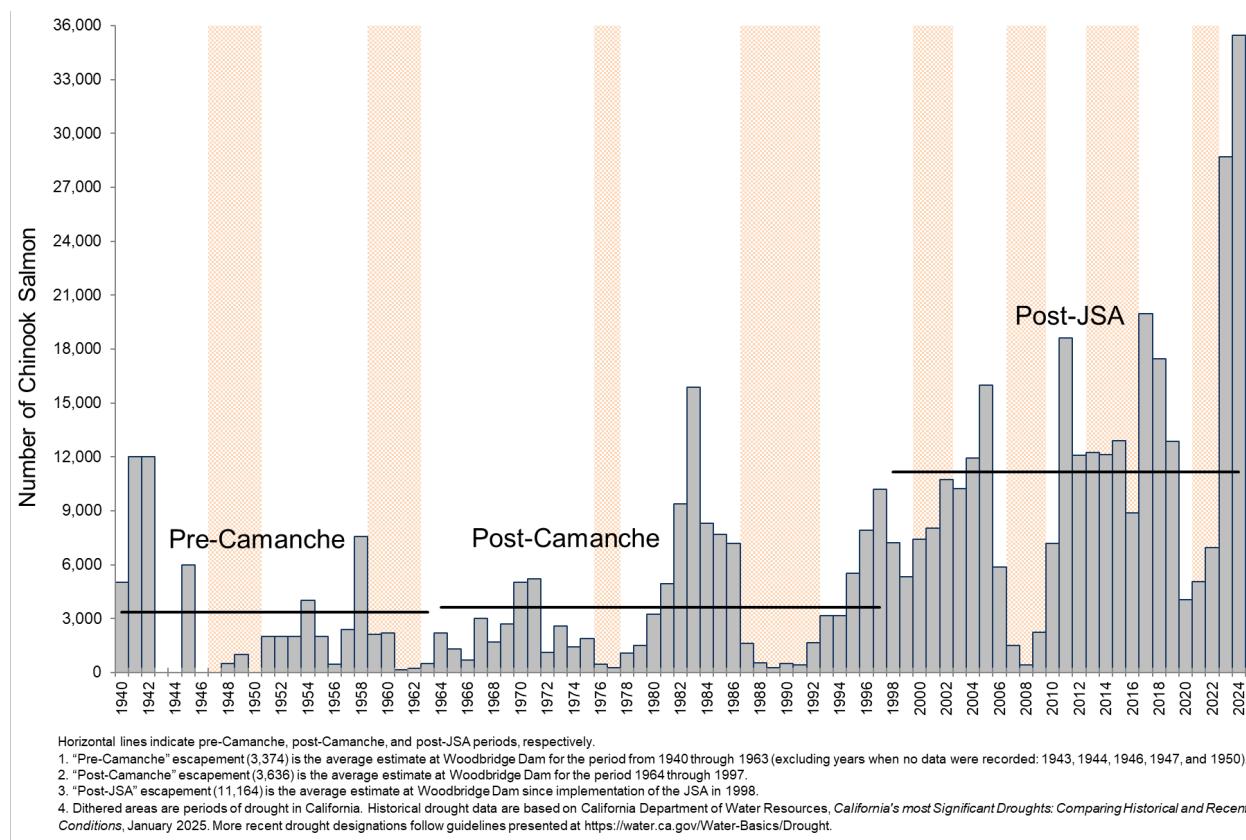
Mokelumne River

The Mokelumne River serves a variety of uses, including agriculture, fisheries, hydropower, recreation, and municipal and industrial use. EBMUD has water rights that allow for delivery of up to a maximum of 325 million gallons per day (MGD) from the Mokelumne River, subject to the availability of Mokelumne River runoff and numerous flow release obligations. EBMUD's Mokelumne River flow commitments are determined by hydrology, water rights priorities, agreements with state and federal regulatory agencies, California State Water Resources Control Board (SWRCB) orders and decisions, federal directives, court decrees, and numerous agreements between EBMUD and other Mokelumne River users, both upstream and downstream of EBMUD's Mokelumne River facilities.

To comply with the requirements of the 1998 Joint Settlement Agreement (JSA) among EBMUD, U.S. Fish and Wildlife Service (USFWS), and the California Department of Fish and Wildlife (CDFW), EBMUD continues to meet its flow commitment to protect the lower Mokelumne River by providing in-stream flow releases from EBMUD's Camanche Dam to improve fishery conditions. The Mokelumne River provides important habitat for fall run Chinook salmon, which migrate from the ocean and reach the Mokelumne in late summer and early fall to spawn. In the spring, the juvenile salmon then migrate to the ocean, grow, and ultimately return to the Mokelumne two to three years later to spawn. Salmon spawn in the river below Camanche Dam and many also enter the Mokelumne River Fish Hatchery located at the base of EBMUD's Camanche Dam, where eggs are collected, fertilized, incubated, and raised for release in the spring. The Mokelumne River also supports a population of Federally Threatened Central Valley Steelhead. Both the River and Hatchery support the listed population, and based on a robust science plan in recent years steelhead numbers have been trending upward, signifying successful management of the species through collaboration between EBMUD and the fish agencies.

In collaboration with the CDFW, the USFWS, and the National Marine Fisheries Service, EBMUD uses many strategies to protect and enhance Mokelumne River fisheries resources. These strategies include spawning and rearing habitat restoration, screening riparian diversions, conducting a comprehensive science program, and investing in one of the most modern and productive salmon hatcheries in the Central Valley. Additionally, Mokelumne origin salmon have comprised approximately 20% to 50% annually of the recreational and commercial catch off the California Coast.

Since implementation of the JSA flow releases and temperature management practices, the Mokelumne River's average salmon returns to the river have more than doubled from 3,636 (1940 to 1997 average) to 11,164 (1998 to 2024 average). Figure 1 shows the increase in returns of fall-run Chinook Salmon over time, with a record of over 35,000 fish in the 2024 season.



East Bay Area Watershed and Hydrology Runoff Characteristics

EBMUD's secondary water supply source is local runoff from the East Bay area watersheds, which is stored in the terminal reservoirs within EBMUD's service area. The availability of water from local runoff depends on two factors: hydrologic conditions and terminal reservoir storage availability. In dry and critically dry years, evaporation can exceed runoff, resulting in net loss of local supply. Local runoff supplies the East Bay, on average, 23 MGD during normal hydrologic years.

Recycled Water

EBMUD's recycled water program has grown significantly since EBMUD began using recycled water at its Main Wastewater Treatment Plant (MWWTP) in 1971. The program has expanded to provide more

recycled water to a diverse array of customers for a variety of non-potable uses. EBMUD has also worked to develop partnerships with other wastewater treatment entities to make recycled water available more broadly in its water service area. Regional partnerships like the Dublin San Ramon Services District – EBMUD Recycled Water Authority have broadened the recycled water customer base, and EBMUD has led or participated in research studies related to recycled water.

In calendar year 2020, EBMUD provided approximately 8.3 MGD of recycled water to customers for a variety of non-potable uses. Based on EBMUD's current assumptions about which projects it is likely to implement, Table 1 from EBMUD's 2020 UWMP shows the projected quantity of recycled water use by specific type for the years 2020-2045.

Supplemental Water Supplies Potentially Available during Drought

- Dry-year only Central Valley Project (CVP) contract with the American River Division ~~(projected, EBMUD is contractually entitled to request CVP water when EBMUD projects end-of-September total system storage (TSS) below 500 thousand acre-feet (TAF), Maximum). Water is limited to maximum 133 TAF in a year, and 165 TAF over three years), subject to reduction for unavailability under applicable U.S. Bureau of Reclamation policies.~~
 - ~~While the basis of EBMUD's contract is the American River, EBMUD's contract is not tied to only American River water. As far as EBMUD is aware, Freeport and EBMUD's place of use are included in many of Reclamation's upstream water rights, including Shasta Lake and Folsom Lake.~~
 - ~~Although EBMUD is an American River Division contractor, EBMUD's diversion point is located on the Sacramento River downstream of the American River confluence, and EBMUD may receive water from any source available to the CVP. See page 16 for further explanation of EBMUD's CVP supply.~~
- Water Forum releases from Placer County Water Agency (PCWA)
- Yuba Accord reservoir reoperation transfers
- Short-term crop idling transfers with Sacramento Valley irrigators
- Expanded San Joaquin County groundwater banking project in the Eastern San Joaquin Groundwater Subbasin. EBMUD is currently developing a project in collaboration with local partners. The project yield is being evaluated.
- Existing Bayside well to be decommissioned in Fiscal Year 2026 -but a new well may -be constructed (~~Up~~up to 2 MGD over 6 months) if necessary to meet future water needs.

Figure 1 – EBMUD Water Supply System

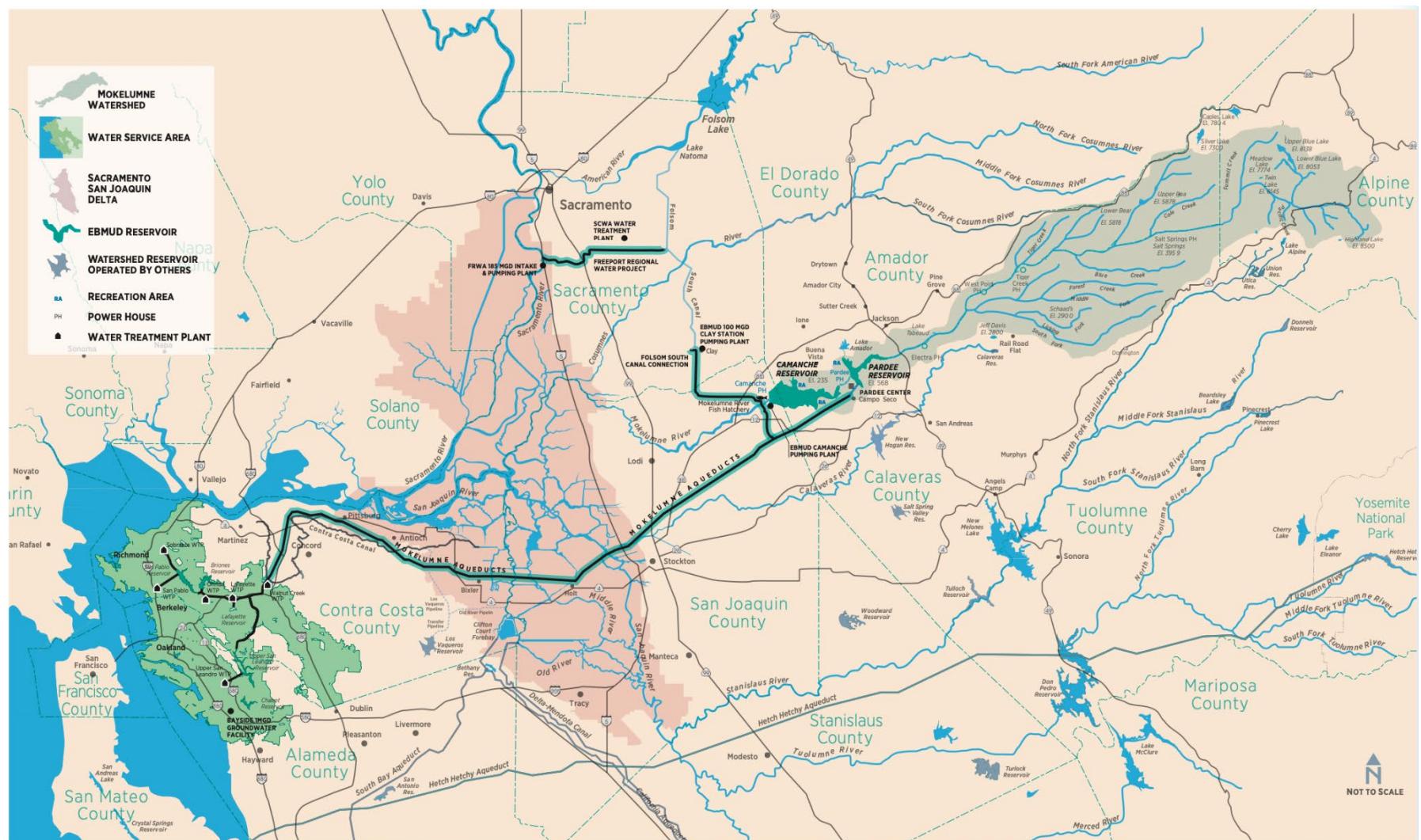


Table 1 – EBMUD Projections of Recycled Water Service Through 2045 (from 2020 EBMUD UWMP)

Project	Recycled Water Deliveries (MGD)				
	2025	2030	2035	2040	2045
Existing Projects					
North Richmond Reclamation Plant	3.5	3.5	3.5	3.5	3.5
Richmond Advanced Recycled Water (RARE)	3.6	3.6	3.6	3.6	3.6
East Bayshore Recycled Water Project, Phase 1A	0.14	0.15	0.15	0.15	0.15
San Ramon Valley Recycled Water Project, Phase 1	1.04	1.04	1.04	1.04	1.04
Recycled Water Truck Program	0.002	0.002	0.002	0.002	0.002
Chuck Corica Golf Course Complex	0.05	0.05	0.05	0.05	0.05
Total Existing Recycled Water Use	8.28	8.29	8.29	8.29	8.29
Future Projects	2025	2030	2035	2040	2045
Diablo Country Club Satellite	0.22	0.22	0.22	0.22	0.22
San Ramond Valley Recycled Water Project	0.71	0.98	1.3	1.3	1.3
Phillips 66 Refinery Recycled Water Project	0	2.6	3.7	3.7	3.7
East Bayshore Recycled Water Project, Phase 1	0.04	0.05	0.05	0.05	0.05
East Bayshore Recycled Water Project, Phase 2	0	0.25	2.1	2.1	2.1
Richmond Advanced Recycled Water (RARE) / North Richmond	0	0	0	3.84	3.84
Other Potential Projects	0.25	0.25	0.5	0.5	0.5
Total Future Projections	1.22	4.35	7.87	11.71	11.71
Total Recycled Water Projected Demand	9.50	12.64	16.16	20.00	20.00

Distribution System Features of Note

- Points of diversions
 - Pardee Reservoir
 - Freeport Regional Water Authority Intake
 - Terminal Reservoirs (See Table 3 from EBMUD's 2020 UWMP)
- Reservoirs
 - See Tables 2 and 3 from EBMUD's 2020 UWMP.
- Raw Water Interties
 - Contra Costa Water District (CCWD)-EBMUD Raw Water Intertie
 - EBMUD to CCWD: 90 MGD
 - CCWD to EBMUD: Operationally infeasible without infrastructure improvements.
- Emergency Potable Water Interties (not currently authorized for drought emergencies)
 - 30 MGD San Francisco Public Utilities Commission-City of Hayward-EBMUD Potable Intertie
 - Small diameter potable interties with City of Hayward, CCWD, and Dublin San Ramon Services District
 - Note: EBMUD's potable interties are generally authorized for emergencies such as earthquake, flood, landslide, or other major accident. At the moment, there is limited opportunity to use these interties in drought scenarios. Many of the interties are small diameter and neighboring agencies have limited hydraulic capacity to send water to EBMUD. EBMUD's raw water intertie with Contra Costa Water District is the largest of the interties and is not limited to emergencies.
- Groundwater infrastructure
 - Demonstration Recharge Extraction and Aquifer Management (DREAM) pilot project (500 AF yield during drought)
 - Note: EBMUD currently has a Bayside booster pump station, 700 gpm capacity (was used to support injection of extracted groundwater facility, but EBMUD is currently planning to decommission into the Bayside well due to Oro Loma Sanitary District not renewing EBMUD's lease for the property where the well is located. EBMUD Mokelumne Aqueducts and may consider rebuilding the well on nearby EBMUD property if the be used to support an expanded groundwater banking project is necessary to meet in the future water needs.).

Table 2 – EBMUD Water Supply System Characteristics

Reservoir Data		
Capacities (Dead Storage¹)		
Mokelumne River Facilities		
Pardee (Licensed Capacity)	209,950 AF (12,200 AF)	
Camanche (Permitted Capacity)	431,500 AF (4,000 AF)	
Service Area Facilities		
Local Terminal Reservoirs (East Bay)	151,670 AF (17,500 AF)	
Aqueduct Data		
	Gravity Flow	Pumped Flow
Maximum Capacity Total²	202 MGD	325 MGD
Aqueduct 1 (65-inch)	41 MGD	67 MGD
Aqueduct 2 (67-inch)	54 MGD	87 MGD
Aqueduct 3 (87-inch)	107 MGD	172 MGD
Hydropower Plant Capacities (Nameplate)		
Power Generation		
Pardee	23.6 MW	
Camanche	10.7 MW	

NOTES:

1: Dead storage capacity is defined as the volume of a reservoir below the level of the lowest outlet.

2: Aqueduct capacity is dependent on Pardee elevation. Higher flow rates (up to 325 MGD maximum capacity) require pumping at the Walnut Creek Pumping Plant.

AF = acre-feet; MGD = million gallons per day; MW = megawatts

Table 3 – Total System Storage, (TSS), Total Operational Storage, and Terminal Reservoir Water Sources

Mokelumne River Facilities		Capacity (AF)
Pardee		203,795
Camanche		417,120
Total		620,915
Terminal Reservoirs	Water Sources	Capacity (AF)
Briones	Mokelumne Aqueducts, Bear Creek	58,960
Upper San Leandro	Mokelumne Aqueducts, San Leandro Creek and tributaries	38,905
San Pablo	Mokelumne Aqueducts, San Pablo Creek, Bear Creek, and Briones Reservoir	38,600
Chabot	Mokelumne Aqueducts, San Leandro Creek, Upper San Leandro Reservoir, Miller Creek	10,350
Lafayette	Lafayette Creek ¹	4,250
Total Terminal Reservoirs		151,065
Total System Storage		771,980
Inaccessible Volume		74,500
Total Operational Storage		697,480

NOTES:

1: The raw water line for the Mokelumne Aqueducts was disconnected from the reservoir in 1971.

AF = acre-feet

Current and Projected Demands

Current and projected demands are provided in Table 4 below from EBMUD's 2020 UWMP. Table 5 from EBMUD's 2020 UWMP presents the demands in context of EBMUD's need for water during droughts given the water supplies previously described.

Table 4 – Average Annual Water Demand Forecast – 2050 Demand Projections (MGD)

	2020	2025	2030	2035	2040	2045	2050
Forecasted Water Demand	238	245	254	264	277	287	297
Water Conservation ¹	-48	-53	-58	-61	-63	-65	-66
Recycled Water ¹	-5	-6	-6	-9	-13	-13	-13
Raw Water	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2
Planning Level of Demand (Rounded)	181	186	190	194	201	209	218

1: See 2020 EBMUD UWMP Chapters 6 and 5 for more specific program details on conservation and water recycling, respectively. The goals reflected in this table take into account uncertainty described in Section 5.2.3 and Section 6.1.3 of the 2020 EBMUD UWMP.

Table 5 – Supply & Demand Assessment, 2020 – 2050

EBMUD Planning Level of Demand (PLOD)		2020	2025	2030	2035	2040	2045	2050
Normal Year	Mokelumne Supply (MGD)	>181	>186	>190	>194	>201	>209	>218
	EBMUD PLOD (MGD)	181	186	190	194	201	209	218
	Need For Water (TAF)	0	0	0	0	0	0	0
Single Dry Year	Mokelumne Supply (MGD)	121	126	129	132	138	144	151
	CVP Supplies (MGD)	60	60	60	60	60	60	60
	Total Supplies (MGD)	181	186	189	192	198	204	211
	Voluntary Rationing (%)	0	0	1	1	2	2	3
	Need For Water (TAF)	0	0	0	0	0	0	0
Second Dry Year	Mokelumne Supply (MGD)	82	86	89	92	98	104	111
	CVP Supplies (MGD)	74	74	74	74	74	74	74
	Total Supplies (MGD)	156	161	164	167	172	178	185
	Mandatory Rationing (%)	13	13	13	14	14	14	15
	Need For Water (TAF)	0	0	0	0	0	0	0
Third Dry Year	Mokelumne Supply (MGD)	141	145	146	145	132	118	108
	CVP Supplies (MGD)	12	12	12	12	12	12	12
	Total Supplies (MGD)	153	157	158	157	144	130	117
	Mandatory Rationing (%)	15	15	15	15	15	15	15
	Need For Water – Base Condition (TAF)	0	0	0	0	28	52	75
	Need For Water – High Demand Condition (TAF)	0	0	21	35	60	97	125
	Need For Water – Extreme Drought Condition (TAF)	0	0	0	13	32	55	84

Sustainable Groundwater Management Act (SGMA) ~~(NEW)~~

EBMUD has interests in two groundwater subbasins: the East Bay Plain Subbasin and the Eastern San Joaquin Groundwater Subbasin. More details are provided below.

East Bay Plain Subbasin

As a result of three legislative bills (Assembly Bill 1739, Senate Bill 1168, and Senate Bill 1319) signed into law in September 2014 and collectively known as SGMA, EBMUD initiated stakeholder outreach efforts in 2015 to identify eligible local agency interests in the formation of a Groundwater Sustainability Agency (GSA) for the East Bay Plain Subbasin. Stakeholders requested EBMUD to take the lead in SGMA compliance efforts and form a GSA as EBMUD was deemed suited to undertake the SGMA compliance responsibilities. On November 29, 2016, the District became an exclusive GSA for the portion of the East Bay Plain Subbasin which underlies the District's service area pursuant to Water Code §10723.8(c) and (d). The City of Hayward is the GSA for the portion of the East Bay Plain Subbasin that underlies its service area. ~~A description of the East Bay Plain Subbasin is provided in Appendix E.~~

~~As GSAs and because DWR has listed In January 2022, EBMUD and City of Hayward collectively adopted and submitted the East Bay Plain Subbasin as a medium priority groundwater basin, EBMUD and the City of Hayward are responsible for completing a single Groundwater Sustainability Plan (GSP) for the East Bay Plain Subbasin by January 31, 2022, fulfilling the requirements established under SGMA.~~ The GSP ~~will establish~~establishes management actions that ensure the East Bay Plain Subbasin is sustainable within 20 years of implementation. EBMUD and the City of Hayward ~~will be~~are responsible for implementing the GSP management actions. ~~Progress on the status of the GSP will be available on EBMUD's website.~~

Eastern San Joaquin (ESJ) Groundwater Subbasin

EBMUD and partners in Eastern San Joaquin County ~~are implementing completed~~ the DREAM Pilot Project, a pilot groundwater banking project, to determine whether a larger groundwater banking project is feasible in the ESJ Subbasin. ~~The~~A larger groundwater banking project has been identified in the ESJ Groundwater Sustainability Plan as a Potential Project to achieve groundwater sustainability.

Groundwater Banking

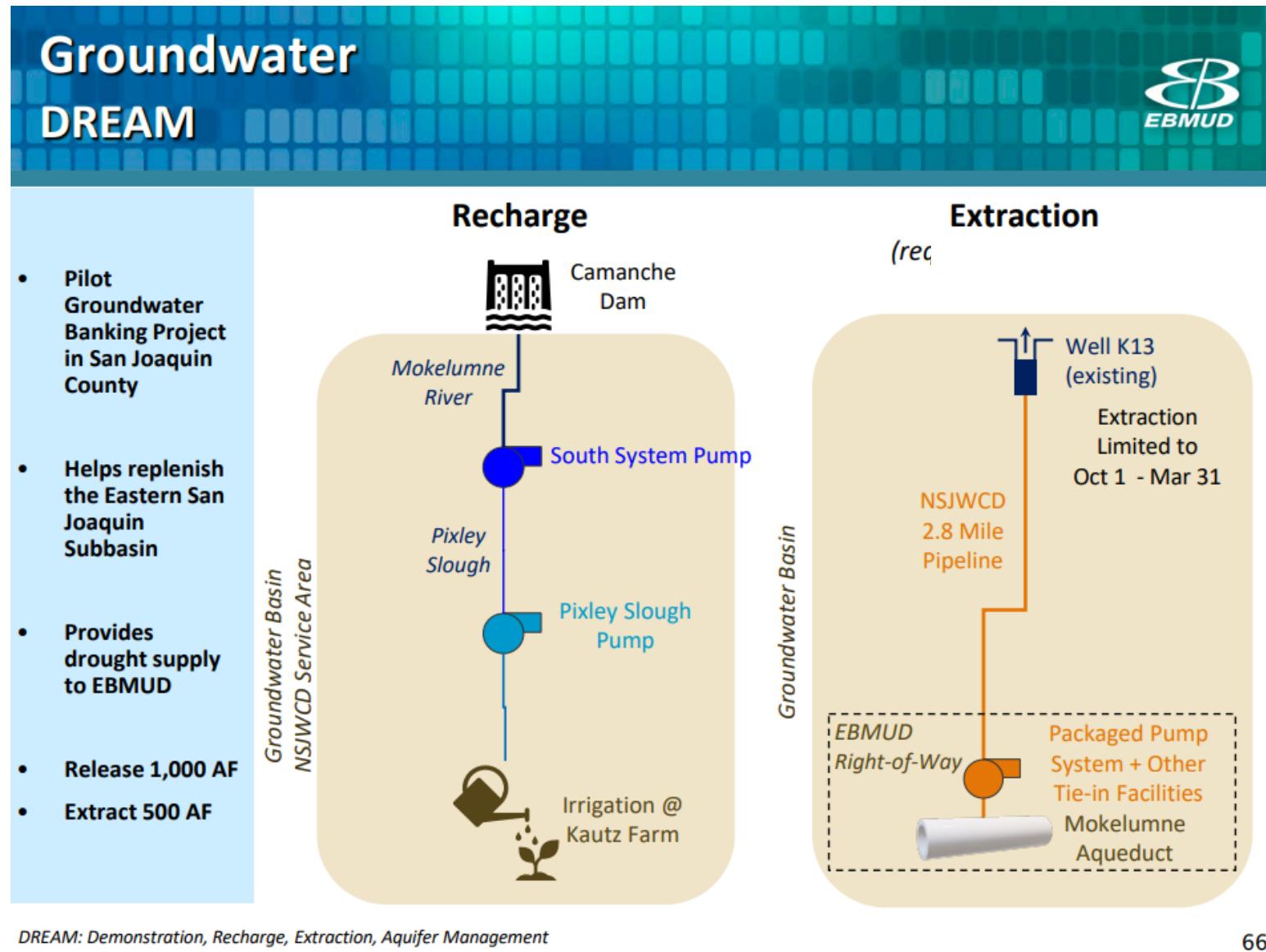
Groundwater banking efforts are currently focused in Eastern San Joaquin County where the ~~Demonstration Recharge Extraction and Aquifer Management (DREAM) Pilot Project is underway~~was located.

The DREAM Pilot Project ~~provides provided~~ North San Joaquin Water Conservation District (NSJWCD) with up to 1,000 AF of EBMUD surface water from the Mokelumne River that participating landowners ~~use used~~ for irrigation in lieu of pumping groundwater from the ESJ Subbasin; thereby, storing groundwater for future use. During dry years, EBMUD ~~can could~~ recover up to half of the banked groundwater for use within its service area. The DREAM ~~Pilot~~ Project ~~provides provided~~ multiple benefits, including replenishment of the critically-over drafted ESJ Subbasin and dry year supplemental water supply for EBMUD. See Figure 2 for a visual depiction of the DREAM Pilot Project.

Pending further evaluation of the results of the DREAM Pilot Project ~~and planning level evaluation for an expanded groundwater banking project~~, EBMUD, NSJWCD, San Joaquin County, and the Eastern Water Alliance may pursue a larger, longer-term groundwater banking project. The expanded project capacity is

currently planned for EBMUD to deliver up to 3 to 8 TAF Mokelumne River water to project partners for recharge depending on EBMUD water supply conditions. Due to the project location, the American River watershed is not anticipated to be impacted by the expanded project.

Figure 2 – DREAM Pilot Project



Demand Management

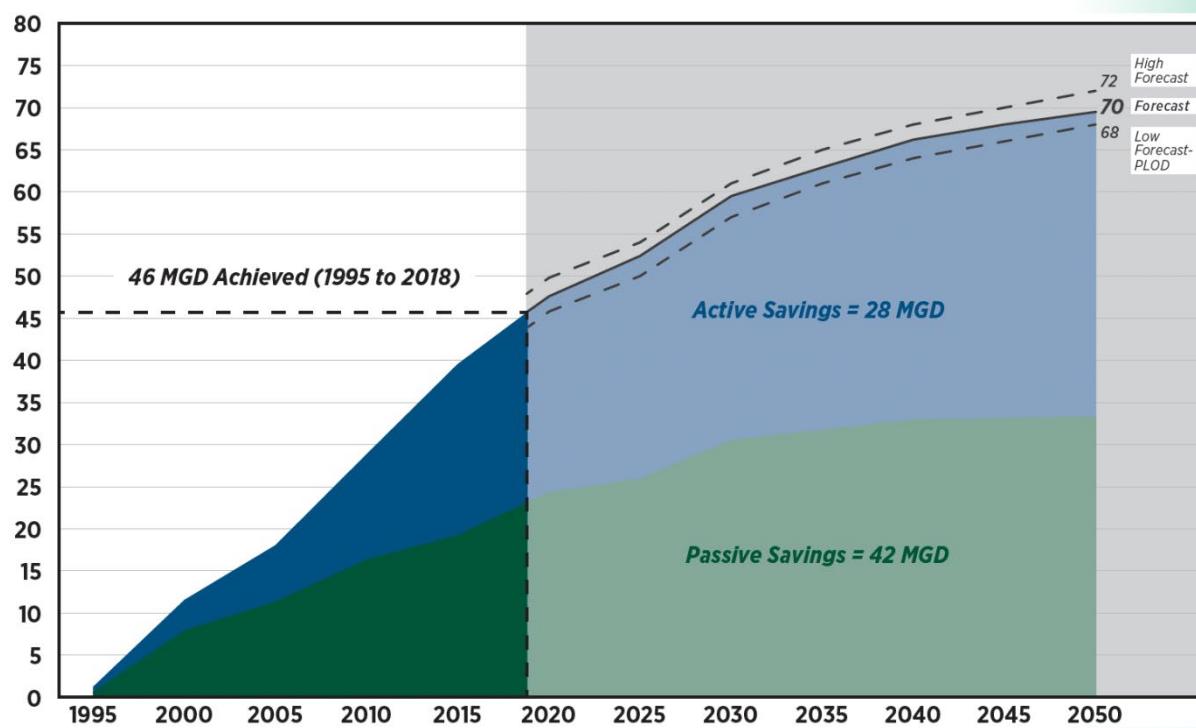
EBMUD ~~commit~~commits to meeting the current conservation and water use efficiency regulations, which include the 2024 “Making Conservation a California Way of Life” regulations, Assembly Bill (AB) 1572 related to irrigation of non-functional turf with potable water, and the Model Water Efficient Landscape Ordinance (MWELO) which encourages low-water use and native landscaping for new development. EBMUD will meet the aforementioned requirements by continuing to implement a combination of customer education, incentive programs, and efficiency improvements.

The Water Conservation Strategic Plan will guide EBMUD over the next few decades to encourage water conservation and invest in solutions which boost water conservation. The key components of our demand management portfolio are:

- Supply Side Conservation (leak detection, water loss reduction, pressure management, replace leaky pipes)
- Water Management Services (Online water consumption portal for customers, water budget reports, single family and multi-family housing consultations, WaterSmart certifications, and more)
- Research and Development (partnership with UC Davis and California Water Efficiency Partnership)
- Rebates and Incentives (low-flow plumbing hardware, landscape conversion, irrigation equipment, flowmeters, grey-water, landscape design assistance grant, mulch coupons, custom rebates for large projects)
- Education and Outreach (EBMUD website education materials, Marketing, Community Events, WaterSmart Gardener program and demonstration garden grants, K-12 classroom materials)

The estimated water conservation through 2050 by implementing the Water Conservation Strategic Plan is shown below:

Figure 3 – Forecasted EBMUD Water Conservation (Million Gallons per Day)



Climate Change (NEW)

EBMUD recognizes climate change is a growing threat to the reliability of water resources. In preparation for the future uncertainties associated with climate change, EBMUD has undertaken a rigorous evaluation of potential impacts.

EBMUD continually considers climate change impacts and takes actions to understand, mitigate, and adapt to those impacts. EBMUD maintains a Climate Change Monitoring and Response Plan (CCMRP) to inform planning efforts for future water supply, water quality, and infrastructure, and to support water and wastewater infrastructure investment decisions. Assessments were made to identify potential impacts to EBMUD in the areas of water supply and demand, water quality and the environment, flood control management, infrastructures, and energy:

- In water supply, decreased runoff and timing of runoff poses impacts to carryover storage.
- Water demand and usage could increase as a result of warmer climate, as well as result in increased frequency of rationing due to water supply shortages.
- Water quality could decrease as a result of warmer air temperatures shifting in spring runoff, and increasing peak runoff. Managing cold water pool levels in Camanche and Pardee Reservoirs becomes more challenging with more frequent dry water year types and warming rivers and reservoirs. Any modifications to temperatures in the river could lead to impacts to fisheries.
- Rising sea levels could lead to increase in storm surge flood events, thereby posing challenges for flood control management due to the timing of the runoff and increased peak runoff. Sea level rise could damage infrastructure in the Delta and near the shore; primary concerns for EBMUD include the potential inundation of the Mokelumne Aqueducts from levee failure/overtopping in the Delta.
- Lastly, climate change could negatively affect hydropower generation as a result of changes in runoff timing and patterns, and management of cold water pool. The electricity transmission lines could lose transmitting capacity in high air temperatures, and there is an increase in the probability of wildfire exposure for some major transmission lines.

Managing Severe Droughts (NEW)

EBMUD's Drought Management Program provides a framework to manage customer demand and pursue a diversified portfolio to reach a goal of providing 85 percent reliability for customers in EBMUD's service area while continuing to meet all stream flow obligations on the lower Mokelumne River. The DMP guided EBMUD in managing demand and supply during the 2014-16 drought2016 and 2020-2022 droughts when mandatory and voluntary rationing was imposed, and water supplies were limited. During both the 2014-2016 and 2020-2022 droughts, EBMUD faced unanticipated constraints and updated and implemented measures to assist with demand and supply management. The DMP was revised to reflect lessons learned and actions that were taken.

Table 7 shows the types of programs and actions that EBMUD might undertake at each stage of drought. The triggers to implement water shortage response action are defined by the TSS.

The availability of water to EBMUD may be impacted depending on the nature of an emergency. In such cases, EBMUD would determine the applicable shortage response actions ~~as outlined in this WSCP with reference to its Water Shortage Contingency Plan.~~

~~During deliberations of EBMUD's PSA, a question arose on how EBMUD would mitigate the shortfall under the 2050 demands shown in Table 5.~~ The shortfall in Year 3 of a drought at 2050 demands in Table 5 would be mitigated by a combination of water transfers, San Joaquin County groundwater banking (potential expanded DREAM project), and future non-potable/potable reuse. This is in addition to demand rationing and the District's CVP contract. The District is currently updating the Need for Water as part of the 2025 Urban Water Management Plan ~~and will make updates. Updates~~ to the PSA will be made as needed ~~– during the Water Forum 2050 comprehensive 5-year reviews.~~

Water Code Section 10632 requires water shortage contingency plans to provide water supply shortage levels at 10, 20, 30, 40, 50, >50 percent thresholds. Urban water suppliers with existing water shortage contingency plans may meet this requirement by cross referencing the water utility's existing water shortage stages to the State's six standard water shortage levels. In general, EBMUD begins to bring in supplemental supply water and requests customers to reduce demand when the total operational storage is reduced by almost one-third.

Table 6 presents EBMUD's water shortage levels cross referenced with the State's new standardized water shortage levels. EBMUD's water shortage levels for this cross-referencing is determined by the total operational storage that is available.

It is difficult to quantify the reduction in gap between supplies and demand due to the implementation of the response actions as outlined in Table W-6. The response actions would be adjusted based on the level of rationing that is achieved and to meet EBMUD's policy of providing 85% reliability to its customers. At each stage, EBMUD will consider augmenting its supplies as outlined in Figure 4 with the quantities determined based on antecedent conditions and projected demand. The response actions to close the gap between supply and demand as well as the augmented supplies needed that year are outlined in the annual water supply availability assessments.

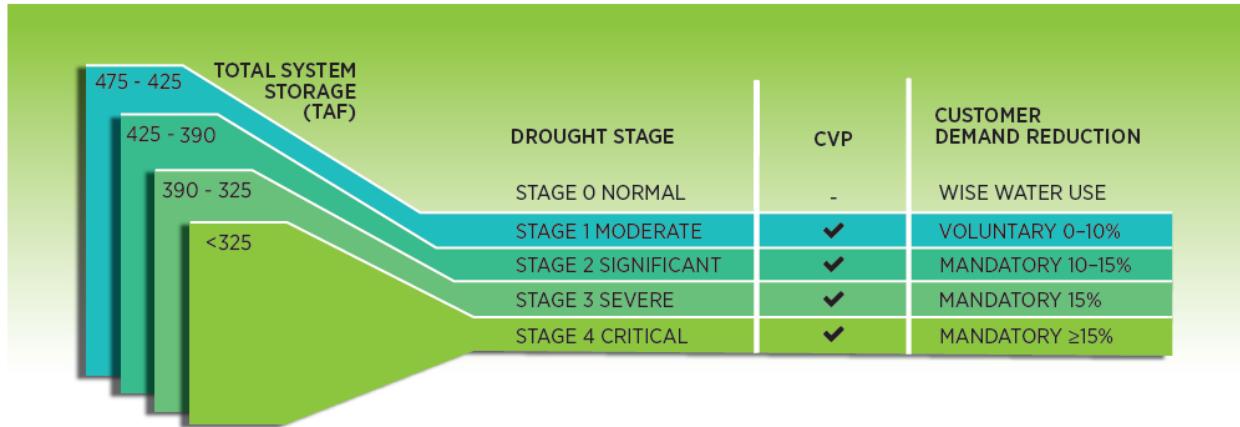
EBMUD CVP Contract

In years when EBMUD is authorized to take water under the terms of its CVP contract, which is limited only to specified ~~dry-year~~water storage conditions, Reclamation allocates the water in the same manner as it does for ~~any~~ other north-of-Delta American River Division M&I contractor. ~~Given the interconnected nature of Reclamation's water supply planning and operation of Folsom Lake and Shasta Lake, EBMUD is not treated any differently from other CVP contractors, and similar to the.~~ Like other CVP contractors, EBMUD's service area is included within the consolidated place of use for all of the CVP water rights. EBMUD is willing to discuss this matter further during the ARCAP process if requested by the Environmental Caucus.

Figure 4 – Forecasted EBMUD Water Conservation (Million Gallons per Day)

FIGURE W-5

DROUGHT MANAGEMENT PROGRAM GUIDELINES



TOTAL SYSTEM STORAGE includes Pardee, Camanche, Upper San Leandro, Briones, Lafayette, Chabot, and San Pablo Reservoirs

CVP - Central Valley Project

Table 6 – Shortage Levels Cross-ReferenceReferenced With State’s Shortage Stages

Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative description)
1	Up to 10%	EBMUD WSCP Stage 1 - Moderate; Regulations and restrictions on water use is in effect. Refer to UWMP Attachment 1 (WSCP) Table W-6 for shortage response actions.
2	Up to 20%	EBMUD WSCP Stage 2 - Significant; Regulations and restrictions on water use and drought surcharge are in effect. Refer to UWMP Attachment 1 (WSCP) Table W-6 for shortage response actions.
3	Up to 30%	EBMUD WSCP Stage 3 - Severe; Emergency regulations and restrictions on water use during water shortage emergency condition, Regulations and restrictions on water use, Drought Surcharge, and Excessive Use Ordinance are in effect. Refer to UWMP Attachment 1 (WSCP) Table W-6 for shortage response actions.
4	Up to 40%	EBMUD WSCP Stage 4 - Critical; Emergency regulations and restrictions on water use during water shortage emergency condition, Regulations and restrictions on water use, Drought Surcharge, and Excessive Use Ordinance are in effect. Refer to UWMP Attachment 1 (WSCP) Table W-6 for shortage response actions.
5	Up to 50%	EBMUD WSCP Stage 4 - Critical; Emergency regulations and restrictions on water use during water shortage emergency condition, Regulations and restrictions on water use, Drought Surcharge, and Excessive Use Ordinance are in effect. Refer to UWMP Attachment 1 (WSCP) Table W-6 for shortage response actions.
6	>50%	EBMUD WSCP Stage 4 - Critical; Emergency regulations and restrictions on water use during water shortage emergency condition, Regulations and restrictions on water use, Drought Surcharge, and Excessive Use Ordinance are in effect. Refer to UWMP Attachment 1 (WSCP) Table W-6 for shortage response actions.

Table 7 – Drought Management Program Elements by Stage for TSS Scenario

EBMUD Drought Stage	Drought Program Elements Considered
Stage 1 Moderate <i>Voluntary</i> <i>0-10% Rationing</i>	<ul style="list-style-type: none"> • <u>Apply Stage 1 Drought Surcharge</u> • Establish voluntary <u>Waterwater</u> use reduction goals and determine use restrictions • <u>initiate</u> a public information campaign to explain the water supply situation and customer responsibilities- • Outreach and education may include <u>EBMUD's</u> website, social media, media outreach, advertising, workshops and events, bill inserts and bill messaging • Initiate community water waste hotline and online water waste reporting • Issue up to 50,000 single family residential (SFR) home water reports • Provide commercial and residential landscape water budgets to up to 5,000 accounts • Provide conservation audits and WaterSmart home survey kits • Issue up to 5,000 indoor plumbing fixture and appliance rebates • Conduct water audits • Provide up to 5,000 free water saving devices • Expand water loss control program (e.g. acoustic loggers, leak detection crew)
Stage 2 Significant <i>Mandatory</i> <i>10-15%</i> <i>Rationing</i>	<p>In addition to elements of Stage 1:</p> <ul style="list-style-type: none"> • Apply Stage 2 Drought Surcharge • Continued outreach and education • Provide online EBMUD store ordering (restaurant and hotel tent cards, stickers) • Increase SFR home reports to 75,000 households • Increase commercial and residential landscape water budgets to 25,000 accounts • Issue up to 10,000 free water savings devices
Stage 3 Severe <i>Mandatory</i> <i>15% Rationing</i>	<p>In addition to elements in Stage 2:</p> <ul style="list-style-type: none"> • Apply Stage 3 Drought surcharge • Advanced media outreach/response • Advance customer outreach & education • Consider water saving campaigns, challenges • Consider supplementing education and outreach with website tools and information; outdoor, radio, publications, and online advertising; drought theaters or other education for children; contests and pledges; promotional items, signs, drought newsletters, customer outdial messages, postcard mailings, etc. • Institute Excessive Use Penalty for SFR customers with use > 60 ccf/month • Initiate supersaver recognition program • Increase SFR home reports to 100,000 households • Increase commercial and residential landscape water budgets to 50,000 accounts • Issue up to 7,000 indoor plumbing fixture and appliance rebates • Issue up to 8,000 outdoor landscape & irrigation rebates • Issue up to 15,000 free water savings devices • Provide field enforcement of regulations and water use restrictions
Stage 4 Critical <i>Mandatory</i> <i>≥15% Rationing</i>	<p>In addition to elements in Stage 3:</p> <ul style="list-style-type: none"> • Apply Stage 4 drought surcharge • Institute Excessive Use Penalty for SFR customers with use >40 ccf/month • Increase SFR home reports to 325,000 households • Increase commercial and residential landscape water budgets to 150,000 accounts • Issue up to 2,000 free water savings devices

Note: Table 7 is based on the Drought Management Program adopted by EBMUD's Board of Directors on 06/22/2021 and revised on 07/01/2025. EBMUD may revise the DMP elements from time to time.

Management and Protection of the Mokelumne River (NEW)

As part of EBMUD's Strategic Plan, EBMUD has committed to manage the Mokelumne and East Bay watersheds to ensure a high-quality water supply and protect natural resources while providing appropriate public access. EBMUD has several ongoing and planned actions to meet this goal, including Mokelumne River water temperature management, EBMUD's pending Healthy Rivers and Landscapes (HRL) proposal, and forestry health work with the Upper Mokelumne River Watershed Authority (UMRWA).

Existing Water Temperature Management

The JSA includes a provision for cold water management to support downstream temperatures. It requires EBMUD to use its best efforts to maintain Pardee and Camanche Reservoir stratification with a minimum of 28,000 acre-feet of hypolimnetic volume (the volume of water colder than 16.4°C) in Camanche Reservoir through October, whenever Pardee Reservoir volume exceeds 100,000 acre-feet. This provision for temperature management necessitates adaptive, flexible operations of both Pardee and Camanche reservoirs.

This water temperature requirement and other water quality requirements were established to support fall run Chinook salmon and Steelhead in the Mokelumne River during the critical fall spawning and incubation period. To manage the system to achieve that volume, or a comparable adaptive approach to ensure cold water for salmon in the fall, there are multiple actions that EBMUD can take. These include: joint operation of Pardee and Camanche reservoir releases to maximize cold water transfer efficiency from Pardee to Camanche and minimize cold water losses within the system; releasing warmer surface water from the Camanche Reservoir high level outlet in place of cold water releases from the bottom of the reservoir when acceptable downstream (typically April through September) to conserve cold water for fall; and minimizing cold water diversions into the Pardee Reservoir Tower (which serves the aqueducts to the service area) to preserve cold water in Pardee for supporting the downstream cold-water pool in Camanche Reservoir.

Mokelumne River HRL Flow Proposal

The goal of the Mokelumne River HRL Flow Proposal is to build on the JSA successes in the Lower Mokelumne River through a mix of flow and non-flow measures that benefit anadromous fish. If the EBMUD HRL Flow Proposal is accepted by the State Water Resources Control Board (SWRCB), spring flow contributions will be increased without any significant effect on Camanche Reservoir release temperatures.

The Mokelumne HRL Flow Proposal was developed to provide biologically beneficial flow regimes below Camanche Dam based on ambient conditions and when those flows are most beneficial to Mokelumne River fisheries. ~~The proposal contains an offramp for HRL flows so that, during very dry years, EBMUD can hold more water in Pardee and Camanche for temperature management. The off ramp applies when EBMUD's March 1st median forecast of combined Pardee and Camanche storage at the end of September is projected to be below 350 thousand acre-feet. In these offramp years, JSA required flows would continue to be provided. The purpose of the offramp is to preserve the cold water hypolimnetic volume for use to benefit fall spawning and incubation temperatures on the Lower Mokelumne River in successive JSA Dry Years types (i.e. droughts), when carryover storage is expected to be lower than average, and the volume of cold water runoff available is lower due to drought conditions.~~ The proposal

provides that the entirety of the obligated block flow (except in offramp years) will be released during the designated year. The Mokelumne River Proposal anticipates 70 to 90 percent of full annual volume to be released in the March through May period for fry and juvenile rearing and outmigration, and 10 to 30 percent to be released in October for adult migration, spawning, and incubation.

In summary, the Mokelumne River HRL flow proposal has been designed to build on the substantial fishery benefits achieved with the JSA over the past 26 years, providing enhanced ecosystem conditions through a combination of flow and non-flow measures while maintaining the ability to manage temperatures in the Lower Mokelumne River.

Mokelumne River HRL Non-Flow Proposal

If EBMUD's HRL proposal is accepted by the SWRCB, 25 acres of new floodplain rearing habitat enhancement measures will be created. In addition, EBMUD has committed to the annual maintenance of a restored 1-mile (15 acres) spawning reach. No designated spawning habitat is required under minimum required habitat goals, but EBMUD has implemented 1.27 acres of new spawning habitat and 2.67 acres of maintenance of existing habitat as early implementation actions, and will continue to implement habitat improvements above the minimum required as landowner and funding opportunities allow. One acre of suitable instream rearing habitat will be implemented through screening diversions and providing habitat complexity during spawning habitat restoration work. Habitat enhancement measures will be implemented in accordance with the design criteria established for habitat restoration projects under the HRL Non-Flow initiatives, as outlined in Table 15 in the Water Quality Control Plan for the San Francisco Bay/Sacramento–San Joaquin Delta Watershed (CSWRCB, 2025).

Watershed Forestry Health

EBMUD and its partners in the Upper Mokelumne River Watershed Authority (UMRWA) are implementing forest health projects that improve wildfire resiliency and protect water quality, particularly in areas along roadways where wildfires are most likely to ignite. Catastrophic wildfires in the Mokelumne Watershed would significantly impact the quality and reliability of EBMUD's supply. Forest thinning, meadow restoration, and related projects reduce that threat.

UMRWA is a Joint Powers Authority comprised of six water agencies and three counties working collaboratively to address natural resource issues in the Upper Mokelumne watershed in Alpine, Amador and Calaveras counties. UMRWA was formed in 2000. Over its 25-year existence, UMRWA has facilitated solutions to a variety of water, forest, and associated watershed issues. Since 2011 UMRWA has secured and administered nearly \$40MM in state and federal grants for water and forest projects in the watershed.

UMRWA is currently seeking a contractor for the El Dorado National Forest Projects Plan – Phase 1. The Forest Projects Plan-Phase 1 is a 25,671-acre timber stand and wildlife habitat improvement and protection project located on lands administered by the ENF (Amador Ranger District), within the upper Mokelumne and South Fork American River watersheds. The Phase 1 project is designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources. Non-commercial actions to reduce forest fuels are presently underway on 7,900 acres within the Phase 1 project area. The 11,695 +/- Phase 1 acres remaining to be treated are shown in Pending Projects Map, Forest Projects Plan - Phase 1. UMRWA has an annual fuel treatment goal of 4,000 acres per year.

Historical EBMUD Contributions to the Co-Equal Objectives

Although EBMUD would be a new signatory to the Water Forum Agreement, EBMUD has financially contributed to the success of the co-equal objectives. The investment and continued partnership with Sacramento County Water Agency (SCWA) in the Freeport Regional Water Authority (FRWA) intake on the Sacramento River and accompanying Folsom South Canal Connection (FSCC) system was a significant investment to convey EBMUD's supplemental supplies. In total, EBMUD spent approximately \$500 million to construct the FRWA/FSCC systems. The FRWA intake is located downstream of the American River confluence and, when opportunities arise, allows for American River water to be diverted after it has traveled the full distance of the Lower American River (LAR), thus providing potential benefits for LAR corridor health.

EBMUD has also been an integral partner to PCWA's Purveyor Specific Agreement by purchasing the Water Forum releases during dry years. PCWA's releases to the Lower American River provide both flow and temperature benefits to anadromous fish during the late summer/fall months of the driest years when the flows are most important to fish survival. Since EBMUD and PCWA began their partnership in 2013, EBMUD has purchased approximately 37 TAF for \$20.4 million from PCWA.

In addition to EBMUD's specific investments, EBMUD has indirectly supported Lower American River habitat enhancement through contributions to the Central ~~Valley~~ Project Improvement Act (CVPIA) Restoration Fund. Since 2013, EBMUD has contributed approximately \$1.8 million to the CVPIA Restoration Fund.

EBMUD Surface Water Framework

This section summarizes the EBMUD proposal for Water Forum 2.0 commitments related to surface water diversions in terms of their contributions to the coequal objectives and proposed investments (Projects).

Contributions to River Corridor Health

1. ~~Reduce~~Minimize direct surface water diversions on the LAR by taking water at Freeport.
 - EBMUD's intake facility at the Freeport project offers a unique opportunity in dry years. When water resources are scarce, and other purveyors may be letting water flow down the American River for out-of-basin transfers and/or relying more heavily on groundwater resources, EBMUD can continue to take water at Freeport to alleviate drought conditions while also allowing surface water to provide flow and temperature benefits for the LAR.
2. Contributions to the CVPIA Restoration Fund pursuant to EBMUD's CVP contract (\$1.8 million to date).
3. Long-term commitment, pursuant to contract between PCWA and EBMUD, to purchase PCWA Water Forum releases intended for the flow and temperature benefit of the Lower American River during dry years.

Contributions to Water Supply Reliability

1. Continued evaluation and investment where appropriate in a diverse water supply portfolio that meets water supply needs and limits reliance on the American River watershed. See Figure 3 on

the following page for EBMUD's water supply portfolio concept approach. ~~Potential projects may include:~~

- ~~DREAM project expansion, recycled water, aggressive water conservation, water loss reduction.~~
- ~~Sacramento River water transfers (PCWA, Yuba Accord, crop idling with Sacramento Valley irrigators)~~

Potential Future EBMUD Projects and Investments

(Note: this list is not a commitment by EBMUD to pursue these projects. Pursuit of these projects depends will be at the discretion of EBMUD's Board of Directors and would depend on EBMUD's need for water during dry years, trends in customer demands, and financial capacity to pay for the projects. EBMUD may decide to pursue a subset of the included projects or none at all.)

- Expanded water conservation and water loss reduction programs
- Expanded DREAM project
 - Expanded yield still to be determined.
- Expanded recycled water, including evaluation of potable reuse potential and feasibility
 - Updated goal: 20 MGD by 2050 (non-potable reuse and future potable reuse).
- Evaluate potential participation in the Sacramento Regional Groundwater Bank.
- 10 TAF CVP Contract Assignment from SMUD to participate in future potential storage projects (surface or groundwater).
 - If EBMUD seeks the SMUD assignment, EBMUD currently intends to divert all supplemental supply into the Folsom South Canal from Freeport, not Nimbus Dam, unless there is a request from Reclamation and support from stakeholders to do so that supports Lower American River health.
- Long-Term Water Purchase Agreement with Placer County Water Agency for Water Forum releases
- Long-Term Water Transfer Agreement with Yuba Water Agency for Yuba Accord releases
- Short-term crop idling transfers with Sacramento Valley irrigators
- Mokelumne River Healthy Rivers and Landscapes Agreements
- Mokelumne Aqueducts Resiliency Project (MARP)

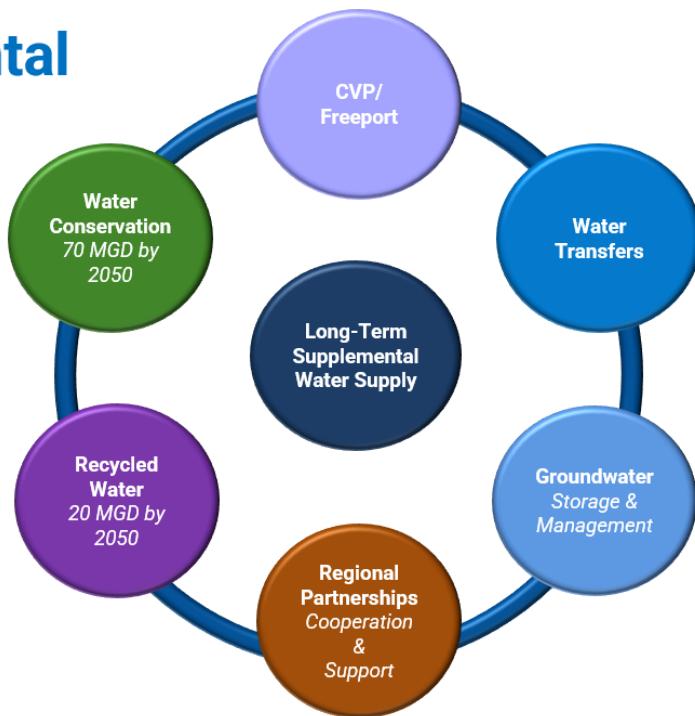
Figure 3. EBMUD's Water Supply Portfolio

EBMUD Supplemental Water Portfolio

Strategy

“Continue building a resilient and sustainable water supply through diversifying the water supply portfolio”

CVP: Central Valley Project



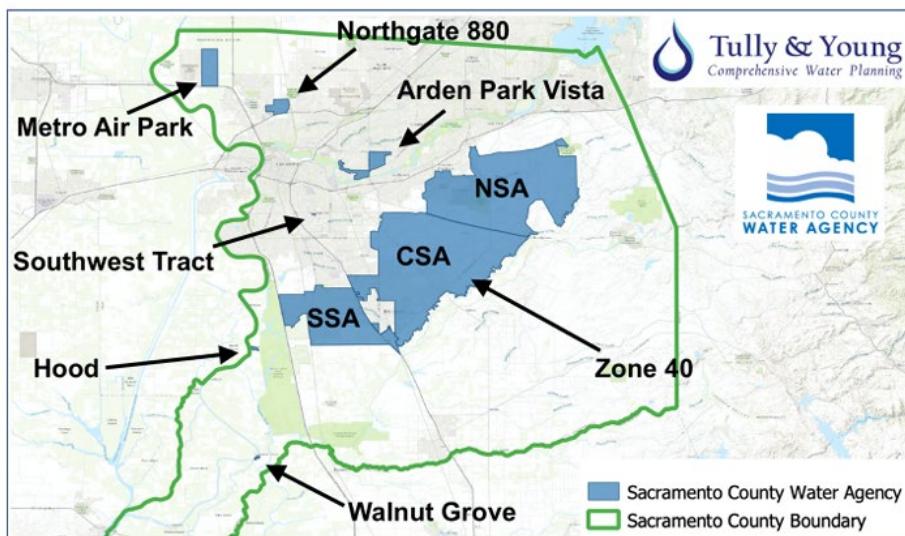
Sacramento County Water Agency Purveyor Specific Agreement

Sacramento County Water Agency Overview

Sacramento County Water Agency (SCWA) encompasses seven service areas and provides retail water service to 70,000 residential and commercial customers in Sacramento County. SCWA also wholesales water to Elk Grove Water District.

SCWA's seven service areas are served with a unique set of water supplies including surface water, groundwater, and non-potable (recycled) water. A map of each of SCWA's service areas is below:

Figure ES-1: SCWA Water Service Area



Current demands in the SCWA service area are close to 40 TAF/year and are expected to grow to just below 80 TAF/year by 2045 (though the updated regulations on water use efficiency will need to be considered). The most recent estimates for buildout predict a total demand of 102,400 acre feet per year in the year 2052. The table below summarizes SCWA annual demands.

SCWA Demands (Nearest Thousand Acre Feet Annually)			
	Current	2045	2052
Demand	40	80	102

The highest surface water availability on a yearly basis is calculated in the 2016 Water System Infrastructure Plan (WSIP) at 89,000 acre feet per year with the lowest being 32,100 acre feet per year.

The long-term annual average is 71,858 acre feet per year. Any demand not made up by surface water is first made up with recycled water (up to 3,300 acre feet per year at buildout) and finally groundwater. The table below is extracted from Table 4-3 Zone 40 Water Supply Portfolio in the 2016 WSIP.

Surface Water Availability ac-ft/yr			
Wet/Average Year	Drier Year	Driest year	Long-term average
89,300	43,350	32,100	71,858

Below is a list of the SCWA service areas outside of Zone 40 and a general description of current supplies:

- Metro Air Park: Water supply delivered from the City of Sacramento to meet current demands of approximately 125 acre-feet and 2045 demands of approximately 5,715 acre-feet.
 - City of Sacramento Wholesale/Wheeling Agreement - Metro Air Park (1.1 TAF)
- Northgate 880: Water supply is derived from SCWA's groundwater supplies to meet current demands of approximately 1,345 acre-feet and 2045 demands of approximately 1,365 acre-feet.
- Arden Park Vista: Water supply is derived from SCWA's groundwater supplies to meet current demands of approximately 3,560 acre-feet and 2045 demands of 3,217 acre-feet.
- Southwest Tract: Water supply is derived from a water supply contract with California American Water Company to meet current demands of approximately 30 acre-feet and 2045 demands of approximately 24 acre-feet.
 - Contract with Cal Am is for 30 acre-feet per year
- Hood Water Maintenance District: The Hood Water Maintenance District service area water supply is entirely derived from SCWA's groundwater supplies to meet current demands of approximately 30 acre-feet and 2045 demands projected to be 31 acre-feet.
- East Walnut Grove: The East Walnut Grove service area water supply is entirely derived from SCWA's groundwater supplies to meet current demands of approximately 60 acre-feet and projected 2045 demands of 56 acre-feet.

Summary of Service Area Descriptions			
Service Area	Demand (af/yr)		Supplies
	Current	2045	
Metro Air Park	125	5,715	City of Sacramento Contract
Northgate 880	1,345	1,365	Groundwater
Arden Park Vista	3,560	3,217	Groundwater
Southwest Tract	30	24	Cal Am Contract
Hood Water Maintenance District	30	31	Groundwater
East Walnut Grove	60	56	Groundwater

Self-supplied groundwater is the sole source of water served in all areas where a contract or entitlement is unavailable. Most of these areas are legacy systems that were taken over by SCWA at some point and are at or near buildout.

Below is a general description of Zone 40 and its supplies:

- Zone 40: Zone 40 has multiple sources of surface water and remediated groundwater taken through the Freeport Regional Water Authority (FRWA) intake and pipeline and treated at Vineyard Surface Water Treatment Plant (VSWTP), recycled water, and groundwater to meet customer demands.
 - Zone 40 potable water supplies consist of three water rights from the Sacramento River, two Central Valley Project contracts, a contract for remediated groundwater with Aerojet, a contract supply from North Delta Water Agency, and groundwater supplies to meet current demands of approximately 37,620 acre-feet and 2045 demands of 74,388 acre-feet.
 - Zone 40 non-potable supplies consist of a contract for recycled water supplies from Sacramento Area Sewer District to meet current non-potable demands of approximately 962 acre-feet and 2045 demands of approximately 3,300 acre-feet.

Zone 40 Demand		
Service Area	Demand (af/yr)	
	Current	2045
Zone 40	37,620	74,388

Surface Water and Groundwater taken as Surface Water Available in Zone 40:

- Appropriative Water Right Permit 21209 (71 TAF)
- CVP - SMUD Contract (30 TAF)
- CVP - Fazio Contract (15 TAF)
- Aerojet GET Water (8.9 TAF – Remediated Groundwater taken as Surface Water)
- License 1062 (805 AF) (Airport Water Right)
- License 4060 (101 AF) (Airport Water Right)
- North Delta Water Agency Contract (450 AF)
- Recycled Water (3.9 TAF)
- Southern California Water Company Water - Emergency Supply- (1.6 TAF)
- City of Sacramento American River Place of Use (Small Overlap Area – Volume Determined by Demands in Area)

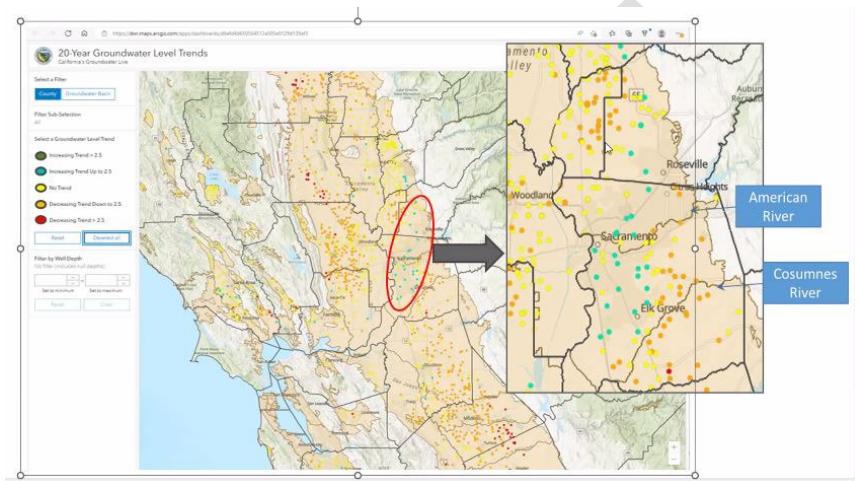
It is evident that the SCWA service area with the largest demand, by far, is the Zone 40 area. The Zone 40 Water Supply Master Plan details operational policy for the area. Groundwater is the last supply source used with preference to surface and recycled water when feasible. SCWA is beginning the process to update the Zone 40 Water Supply Master Plan as of the writing of this PSA. Any Zone 40 Water Supply Master Plan will be available to the public for review. The Master Plan is available on the SCWA website.

[Historical SCWA Contributions to the Co-Equal Objectives](#)

Since the signing of the original Water Forum Agreement SCWA has invested heavily in supporting Water Forum co-equal objectives through investment in its conjunctive use system as described in the 2000 Water Forum Agreement Purveyor Specific Agreement. Conjunctive use is practiced in the largest SCWA service area – Zone 40. The investment and continued partnership in the FRWA intake on the Sacramento River and accompanying VSWTP has been a costly undertaking both for current and future

customers in Zone 40. The FRWA intake is located downstream of the American River confluence and, when opportunities arise, allows for American River water to be diverted after it has traveled the full distance of the Lower American River (LAR), thus allowing this water to be used for LAR corridor health.

Introduction of surface water into the Zone 40 area has directly benefited the groundwater table in the South American Subbasin. See the map below for the 20 Year Groundwater Level Trends, the green dots indicating increasing groundwater elevations. The map clearly shows that there is a positive trend in groundwater levels in the SCWA service area since the startup of VSWTP and the FRWA intake. This is also in stark contrast to the trends in other parts of the State of California.



SCWA is proud to have met commitments in its purveyor specific agreement. Along with the partnership of the caucuses in the Water Forum, the will of the SCWA Board, partnership with EBMUD through FRWA, investment by current customers, and investment by the development community have ensured that there are resulting positive effects.

SCWA has developed a Water Shortage Contingency Plan which addresses the requirements in California Water Code Section 10632 of the Urban Water Management Planning Act. The Water Shortage Contingency Plan may be used by SCWA to address water shortages as they may arise. Please see the plan located on SCWA's website for an up-to-date list of Water Shortage Stages and Suggested Actions.

Along with the SCWA specific investments, SCWA has also been a major financial contributor to the Water Forum Successor Effort and Habitat Management Effort since signing the Water Forum Agreement. There have been many projects in and around the Lower American River that have benefited from this funding.

SCWA Surface Water Framework

SCWA's supply portfolio and location offers unique opportunities to support the Water Forum coequal objectives. This section reviews those opportunities and describes the proposed framework for commitments related to surface water diversions.

SCWA Opportunities in WF 2.0

Zone 40

The FRWA intake facility has a total capacity of 185 MGD while SCWA's capacity in the facility is 85 million-gallons-per-day (MGD) (equivalent to approximately 95 TAF/year). SCWA has a design treatment capacity of 50 MGD (permitted for 60 MGD at the very upper limit of production) at the VSWTP (equivalent to approximately 56 TAF/year and 67 TAF/year, respectively). Plans include expanding the VSWTP to 100 MGD capacity (112 TAF/year) but this investment is at least 10 years in the future. Additionally, SCWA has an agreement with the City of Sacramento for firm capacity of 11 MGD at the Franklin Intertie (12 TAF/year). A summary table is located below.

Zone 40 Major Surface Water Facilities Capacity		
Facility	Capacity (MGD)	
	Current	Buildout
Freeport Diversion (FRWA) SCWA Share	85	85
Freeport Diversion (FRWA) Total Capacity	185	185
Vineyard WTP Capacity	50/60	100
Franklin Intertie (City of Sacramento)	11	11

In 2023, SCWA's maximum day surface water production was 31 MGD. 2023 was an unconstrained year and SCWA had full access to its surface water entitlements meaning that 31 MGD was the maximum surface water delivery to the Zone 40 system that could be made through the VSWTP.

In dry times, SCWA faces surface water curtailments. In the summer of 2022 SCWA had no CVP water available and Term 91 was in effect, so the Permit 21209 water right was curtailed. This curtailment was based on statewide conditions, despite near average precipitation in the American River watershed. During this time SCWA was only able to operate the VSWTP part time since the only water supplies available were the smaller mor senior water rights and Aerojet GET water. The vast majority of the SCWA capacity in the FRWA intake and VSWTP plant was unused during this time. SCWA met the majority its demands with groundwater. If SCWA had access to surface water there would have been an opportunity to deliver surface water to customers rather than groundwater, which would have benefitted the groundwater basin. Additionally, since the FRWA intake is located downstream of the confluence of the LAR and the Sacramento River, any American River surface water deliveries would have travelled down the LAR providing benefit to the entirety of the LAR by improving flow conditions. The potential benefits for the LAR could be especially significant in years like 2021 when precipitation across the state (including the American River watershed) was exceptionally low through the summer months. Flows in the LAR in the summer of 2021 were very low and river temperatures were dangerously warm due to the extended drought conditions. Additional LAR flows in the form of cold water from upstream or Folsom storage could have been beneficial, if coordinated and timed based on the needs of the river.

Given the junior nature of the majority of SCWA's surface water entitlements there is capacity available at the FRWA intake and through the VSWTP that could be used to meet SCWA demands. There could be partnership opportunities that could take advantage of this situation to move more and colder surface water through the LAR.

Any decision to take additional surface water in partnership with others in the region would have to include affordability as a parameter.

The opportunities for SCWA, in its Zone 40 service area, to contribute to both Water Forum co-equal objectives of water supply reliability and river corridor health, while adhering to the guiding principles for surface water diversions are stated below:

1. *Increased surface water diversions at the FRWA intake at times when additional flow could help the LAR or benefit the co-equal objectives.*
 - *Utilize partnership opportunities.*
 - *Support the City of Folsom as they explore a partnership which could add reliability to the regional water supply system as well as allow more flow in the LAR. SCWA commits to supporting the effort from a technical perspective as well as working on the affordability of the partnership.*
 - *Support Golden State Water Company with any future planning that could involve partnership and FRWA. SCWA will continue to work on upgraded intertie projects as well as other opportunities as they arise.*
 - *Continue our partnership with the City of Sacramento. This partnership has been critical to Bay Delta processes. SCWA and the City of Sacramento have a formal agreement to work together to provide environmental surface water flows as a part of the Regional Water Authority American FRRiver Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement. SCWA commits to continuing to foster this partnership and working together to continue to have positive effects on the co-equal objectives. SCWA and the City of Sacramento have removed some barriers to partnership by working on affordability of wholesale supplies, trading of water, and encouraging surface water use above and beyond what would be required to provide environmental flows through groundwater substitution.*
 - *SCWA will continue its partnership with East Bay Municipal Utility District (EBMUD.) Both are a part of the FRWA Board. SCWA will continue to work with EBMUD on projects that support the co-equal goals such as supporting partnerships that EBMUD develops with others to move more water through the LAR at times those additional flows are a benefit.*
 - *SCWA will continue its partnership with California American Water Company, working to expand wholesale water delivery to the water company from SCWA's conjunctive use system.*
 - *SCWA will look to expand partnerships with upstream purveyors to establish projects that could benefit Water Forum co-equal objectives and make full use of the FRWA intake and the SCWA system.*
2. *Prioritize surface water diversions in wet conditions to allow groundwater recharge.*
 - *Effectively this means taking surface water to the maximum extent possible when it is available.*
3. *As of 2025 SCWA is piloting an Aquifer Storage and Recovery (ASR) well located on the same parcel as the Vineyard Surface Water Treatment Plant. While SCWA can supply potable water*

sustainably to its customers today and through buildout, SCWA is looking at ASR should climate change bring the need for storage of treated surface water in the future.

Outside of Zone 40

Opportunities exist outside of Zone 40 in the groundwater supplied service areas where a potential partner is close. For example, there could be the possibility of partnerships that would supply the Northgate 880 and Arden Park service areas with surface water. Entitlements that had a place of use to cover these areas would need to exist and interties would need to be built. Affordability would be a major concern.

Demand Management

SCWA currently lists Water Efficiency and Conservation requirements on its website. SCWA limits the outdoor water schedule of its customer's customers' lawns and landscapes to certain days based upon street address. SCWA recommends water efficiency actions such as Stress Your Lawn, Save Your Trees; Check Soil Moisture; Water Plants Early; Transition To A Low-Water Garden; and the overarching Be Water Wise program. SCWA currently provides rebates such as Cash for Grass, High Efficiency Clothes Washers, and High Efficiency Toilets. SCWA also asks customers to report water waste through the website and provides a discount on the customer's bill for low water usage. Finally, SCWA maintains a Water Shortage Contingency Plan which details conservation actions to be taken when different stages of conservation are required.

Changes in regulations, such as those in the Making Conservation A Way Of Life regulation, have occurred and will continue to change during the life of this agreement. SCWA is legally bound to follow the regulations and SCWA commits to working to meet these requirements. The Making Conservation A Way Of Life regulation will likely require SCWA customers to limit the use of water per the regulation.

SCWA commits to thoroughly exploring the topic of demand management through the Master Plan update process. Part of the scope of work of the update will be to project demands moving forward, compare them to the regulatory requirements, and assess if additional work needs to be done to lower demands. SCWA's goal would be to develop and implement a cost-effective plan to meet its legal requirements while also providing for the livability of the community, and keeping potable water as affordable to the end users as possible.

Framework Summary

This section summarizes the SCWA proposal for Water Forum 2.0 commitments related to surface water diversions in terms of their contributions to the coequal objectives and proposed investments (projects).

Contributions to River Corridor Health

1. Reduce direct surface water diversions on the LAR by taking water at FRWA.
 - o The FRWA facilities offer a unique opportunity in dry years. When water resources are scarce, and other purveyors may be reducing diversions to allow flow down the American River for out-of-basin transfers and/or relying more heavily on groundwater resources, SCWA can continue to take water at Freeport to alleviate potential stress on the groundwater basin while also allowing surface water to provide flow and temperature benefits for the LAR.
 - Buyer of groundwater substitution transfers
 - Partnerships needed

2. Continued long-term funding for the Habitat Management Element (HME) and the Water Forum Successor Effort (WFSE) has been a crucial factor for supporting healthy and viable conditions for LAR salmonids through the installation of critical habitat and development of the Flow Management Standard.

Contributions to Water Supply Reliability

1. Reduced dependence on groundwater
 - o This has been implemented as part of the commitments of the original WFA and the completion of FRWA.
2. Delivery of surface water supplies to other service areas.

Future SCWA Projects and Investments

- Regional Water Transfers and Agreements (partnerships)
 - o Ensure affordability in all hydrologic conditions.
- Investments in Water Supply Infrastructure
 - o Improved interties
 - o Improved groundwater infrastructure including possible aquifer storage and recovery
 - o Expanding Treatment Capacity at VSWTP
 - o Provide surface water supplies to groundwater-only service areas
 - o Continue planning level investment in the RiverArc (or similar northern Sacramento County surface water diversion) project.
 - o Potential infrastructure to connect existing outlying service areas.

Water Forum Commitments to SCWA

Full Endorsement of the following, including letters of support:

- Support Protection of Existing Surface Water Entitlements Including:
 - o Support the extension and eventual perfection of continued use of Permit 21209 as an important means to supporting the coequal objectives, specifically groundwater management and the protection of the lower American River. This will require SCWA intends to continue to use the Permit 21209 surface water when available when it meets the to support the co-equal objectives, to build historic use and to as well as to restore and sustain the the groundwater table. Use of these supplies is-is often more expensive than groundwater, groundwater but may be essential to managing groundwater objectives, including drought reserves to be available during curtailments. If the SWRCB or the Legislature proposes global changes to water rights, each Water Forum member may decide what position to take on the proposal without rescinding agreed upon support for the use of Permit 21209 as an important means to supporting the coequal objectives.
 - o Support actions to ensure the highest possible historic use of all CVP supplies the use of higher cost surface water supplies when available to build historic use so that groundwater will be available during curtailments. This will require SCWA to

Commented [AC1]: Will craft to match CoS and fit SCWA

continue to use the surface water when it meets the co-equal objectives to build historic use as well as to rest the groundwater table. Use of these supplies is more expensive than groundwater.

Support the following Capital Projects which are described in the Water System Infrastructure Plan (WSIP) and contemplated in the 2005 WSMP or amendments to serve lands within the Urban Services Boundary (as of 12/1/2025) and have completed the CEQA process (before 12/1/2025). No Capital project endorsement is considered Full Endorsement if it wasn't listed as a capital project in the existing 2016 WSIP. Support the following Capital Projects, as described in the WSIP.

- Expansion of the Vineyard Surface Water Treatment Plant to 100 MGD. The Freeport Regional Water Authority (FRWA) intake and Vineyard Surface Water Treatment Plant were developed to leave flows in the American River to protect the Lower American River and the Parkway. Water is diverted downstream of the confluence of the American River and Sacramento River, off the Sacramento River, at the FRWA intake and treated at the Vineyard Surface Water Treatment Plant to meet potable demands in the Zone 40 area. Expansion of Vineyard to its ultimate capacity is essential to continue the project to the ultimate extent envisioned in the original Water Forum Agreement.
- Expansion of the Agency's Transmission Main and water production system, including the NSA Phase B pipeline project and NSA Terminal Tank Facility, as described in the 2005 Zone 40 Water Supply Master Plan (including amendments up to November of 2025) and further refined in the 2016 Zone 40 Water System Infrastructure Plan to allow surface water to efficiently flow to service areas within Zone 40.

SCWA agrees that the Capital Improvement List in the 2016 Zone 40 Water System Infrastructure Plan that is fully endorsed is the one that existed in 2016. Any updates to the capital improvement list will not have full endorsement. Expansion of the Vineyard Surface Water Treatment Plant to 100 MGD, The Freeport Regional Water Authority (FRWA) intake and Vineyard Surface Water Treatment Plant were developed to leave flows in the American River to protect the Lower American River and the Parkway. Water is diverted downstream of the confluence of the American River and Sacramento River, off the Sacramento River, at the FRWA intake and treated at the Vineyard Surface Water Treatment Plant to meet potable demands in the Zone 40 area. Expansion of Vineyard to its ultimate capacity is essential to continue the project to the ultimate extent envisioned in the original Water Forum Agreement.

Commented [AC2]: Confirm what was specified?

The NSA Phase B pipeline project and NSA Terminal Tank Facility.

- Expansion of the Agency's Transmission Main and water production system, including the NSA Phase B pipeline project and NSA Terminal Tank Facility, as described in the 2005 Zone 40 Water Supply Master Plan and further refined in the 2016 Zone 40 Water System Infrastructure Plan to allow surface water to efficiently flow to all portions of Zone 40.

River Arc Project

- Support for SCWA's participation in the Water Bank and expansion of conjunctive use
- Support for implementation of the South American and North American GSPs
- Support Investment and Funding for projects and programs through equitable and fair rates and fees required to honor commitments in this PSA and support the coequal objectives.
- - Support rate and fee updates that may be required for the Full Endorsement projects on this list or that are added to full endorsement in the future.
- Environmental Action Support, including any required CEQA and NEPA for the Full Endorsement Projects on this list or that are added to full endorsement in the future.

Conceptual Endorsement of the following, meaning a commitment to explore the ideas:

- River Arc Project
- Support for SCWA's participation in the Water Bank and expansion of conjunctive use
- Support for implementation of the South American and North American GSPs
- Environmental Action Support, including any required CEQA and NEPA for the Full Endorsement Projects on this list or that are added to full endorsement in the future.
- Partnerships that expand water availability for use through FRWA including expansion of existing entitlement place of use, changes in point of diversion to include FRWA, etc.
- Additional interties between partner agencies to expand conjunctive use in the region.
- Additional surface water entitlements, either procured or by contract through partnerships.

**THIRD INTERAGENCY AGREEMENT FOR THE
ADMINISTRATION AND MANAGEMENT OF THE WATER FORUM**

THIS THIRD INTERAGENCY AGREEMENT FOR THE ADMINISTRATION AND MANAGEMENT OF THE WATER FORUM (“AGREEMENT”) is made and entered into this _____ day of _____ 2025, by and among the City of Sacramento, the El Dorado Irrigation District, the Placer County Water Agency, the City of Folsom, the City of Roseville, the San Juan Water District (retail), Citrus Heights Water District, Fair Oaks Water District, Orange Vale Water Company, Carmichael Water District, Sacramento Suburban Water District, Golden State Water Company, California American Water, Sacramento County Water Agency (“SCWA”), County of Sacramento, and East Bay Municipal Utility District referred to collectively as “the Parties.”

RECITALS

- A. Each of the Parties to this Agreement is a local governmental entity or public water supplier functioning within or adjacent to the Sacramento Metropolitan Area.
- B. On October 30, 1991, the Sacramento City Council, the Sacramento County Board of Supervisors and the Board of Directors of SCWA authorized the execution of the “Interagency Agreement for the City-County Office of Water Planning” to create a City County organization known as the City-County Office of Water Planning.
- C. The City-County Office of Water Planning, subsequently renamed the City-County Office of Metropolitan Water Planning (hereafter referred to as the “CCOMWP”), was formed to provide City-County staffing necessary to undertake planning and analysis needed for, and to facilitate the participation of numerous stakeholders in, the development of a comprehensive plan to provide a reliable water supply for the region while protecting the environmental values of the area's water resources.
- D. On January 9, 2001, the Sacramento City Council, the Sacramento County Board of Supervisors and the Board of Directors of SCWA entered into the “Second Interagency Agreement for the City-County Office of Metropolitan Water Planning” to provide for the continued existence and operation of the CCOMWP.
- E. The Parties are all members of the Water Forum, a coalition of business leaders, citizens, environmentalists, water managers, and local governments (individually “Members”). The Water Forum was governed by the 2000 Water Forum Agreement, updated in October 2015 (the “Water Forum Agreement”). The renegotiation of the Water Forum Agreement through the Water Forum 2050 process resulted in a need to update the Second Interagency Agreement for the City-County Office of Metropolitan Water Planning to reflect participation of all of the Parties. The purpose of this Agreement is to delineate an efficient and effective arrangement for administration and management of Water Forum staff. Funding for the Water Forum staff and operations will be allocated on a cost-share

basis between the Parties in a separate funding agreement for the Water Forum ("Funding Agreement").

F. The City of Sacramento and the County of Sacramento wish to express their long time and continuing support for the Water Forum and its mission of the co-equal objectives.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **Water Forum Office.** The renegotiated Water Forum Agreement has restructured roles and responsibilities of the participating water agencies. To reflect those changes, the name of the CCOMWP is hereby changed to the Water Forum Office. The Water Forum Office is a division of the City of Sacramento, not an independent legal entity. The Water Forum Office is hereby authorized to continue operating in accordance with the provisions of this Agreement. This Agreement replaces and supersedes the Second Interagency Agreement for the City-County Office of Metropolitan Water Planning.
2. **Objectives and Duties of the Water Forum Office.** The objective of the Water Forum Office is to promote the implementation and continued vitality of the Water Forum Agreement. This objective shall be accomplished by providing administrative support and assistance to the Water Forum Members as the Members oversee, monitor, and report on implementation of the Water Forum Agreement. Specific tasks necessary to accomplish this purpose may be performed by Water Forum Office staff, or by other individuals, firms or entities pursuant to contracts or agreements authorized as set forth in Section 5, below.
3. **Water Forum Office Operations.** The City of Sacramento shall continue to provide the Water Forum Office with suitable office space and administrative, clerical, and technical support resources as an entity of the City of Sacramento. The City of Sacramento will be responsible for overseeing the following arrangements for the Water Forum Office:
 - a. Procurement of leased office space including conference facilities and necessary furnishings to house the Water Forum Office.
 - b. Preparation of an operating budget, operating reserves of 120 days, and necessary appropriation resolutions.
 - c. Establishment of accounting records and procedures for capturing expenditures of the Water Forum Office.
 - d. Allocation of operating costs for the Water Forum Office on a cost-share basis among the Parties pursuant to the Funding Agreement. "Operating costs" shall include all office lease, equipment, personnel and other staffing costs, contracting costs, and other costs incurred in the performance of the Water

Forum Office's duties, together with associated direct and indirect overhead and other administrative costs.

- e. Implementation of the staffing plan for the Water Forum Office including such things as classification of positions, salary resolution amendments, recruitment, and selection.
- 4. **Water Forum Office Costs.** The Parties shall fund the Water Forum Office operating costs in accordance with the cost-sharing provisions of the Funding Agreement. Annual Operating costs shall not exceed the funding available for such costs under the Funding Agreement or available from other funding sources approved by the Parties and shall be consistent with the Water Forum Office budget approved by the Parties.
- 5. **Staff Arrangements.**
 - a. The Water Forum Office shall have an Executive Director and adequate staff to support the following functions: River Corridor Health Program, Water Resources engineering, and administrative support staff. These positions, whether new hires or existing staff, shall be considered City of Sacramento employees. These employees shall continue to be paid at the designated salaries and employee benefits for their respective classifications within the City of Sacramento, and shall be entitled to the same promotions, and merit or other salary increases as City of Sacramento fulltime employees. In addition, the services of other City of Sacramento staff may be used from time to time to provide technical assistance for the Water Forum Office.
 - b. As an entity of the City of Sacramento, the Water Forum Office has established funds that pay the full cost of the assigned positions and any staff assistance for all salaries, employee benefits and indirect employee costs.
 - c. The Executive Director shall be the chief administrative officer of the Water Forum Office, shall supervise the Water Forum Office employees, and shall be responsible for the administration of the Water Forum Office pursuant to this Agreement. The Executive Director shall report to the Director of the City of Sacramento Department of Utilities ("DOU Director"). The DOU Director shall implement a process to solicit the Parties' input on the selection and performance of the Executive Director but shall retain sole authority to take any and all employment actions related to the Executive Director.
 - d. Water Forum Office staff, including but not limited to the Executive Director, are not employees of any Party other than the City of Sacramento and shall not be entitled to any wages, retirement benefits, or other benefits enjoyed by employees of any Party other than the City of Sacramento.
 - e. When requested to by the Water Forum's Coordinating Committee, or at least every five years, the Water Forum may conduct a compensation survey to

ensure that the total compensation of the Executive Director is appropriate. The compensation survey will be paid for by the Water Forum. Should the survey indicate the compensation should be adjusted, the City of Sacramento shall consider adjusting the compensation accordingly, but is not required to do so. All Water Forum employee salaries are funded by the water agencies that contribute to the Water Forum, the funding for their salaries does not come solely from the City of Sacramento. Nothing in this agreement, in action or intent, will preempt City of Sacramento employment practices.

← -- Formatted: Indent: Hanging: 0.25"

6. Contracting Procedures. All Water Forum Office contracting shall follow procedures used by the City of Sacramento. The Executive Director may recommend the approval of contracts for services required by the Water Forum Office and the Sacramento City Manager or the City Manager's designee shall be authorized to approve and execute such contracts in accordance with applicable provisions of the Sacramento City Code relating to authority to enter into contracts. All other contracts shall be submitted to the Sacramento City Council for approval and execution. All contracts shall be approved as to form by the Sacramento City Attorney or use standard formats approved by the Sacramento City Attorney. The City shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage appropriate for the work performed. Costs incurred under contracts that are consistent with the Water Forum Office budget approved by the Parties shall be allocated on a cost-share basis between the Parties as specified in the Funding Agreement.

7. Insurance; Excess liability.

a. The City of Sacramento shall procure and maintain a liability insurance policy sufficient to cover the Water Forum Office's potential liabilities, with a minimum limit of \$1 million per occurrence and \$4 million aggregate. The Parties recognize that the coverage and terms of insurance may be subject to change based on insurance market conditions, but the City of Sacramento shall immediately disclose changes and obtain approval of the other Parties to an approach that most closely preserves compliance with requirements of this section. The coverage must be at least as broad in scope as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury, and contractual liability coverage for liabilities assumed under this Agreement as an "insured contract." The City of Sacramento will provide proof of this insurance to each Party on an annual basis for the duration of this Agreement and will immediately notify Parties of any changes in coverage. Liability coverage will be in effect for Water Forum

work plan activities or activities communicated in writing to the Plenary Water Forum.

- b. The City of Sacramento shall use available insurance proceeds to defray the cost of liability arising from the Water Forum Office or its functions or work. If the Water Forum Office's liability insurance, or any other available insurance policy, does not fully cover all liability of the Water Forum Office or of the City of Sacramento arising from a covered employee action, omission, or injuries, then any excess amount of such liability ("Excess Liability"), except Excluded Liability, shall be allocated among the Parties pursuant to the cost allocation formula specified in the Funding Agreement. The term "Excluded Liability" includes each of the following: (i) any liability arising from any employee action, omission, or injury that is intentional, fraudulent, reckless, or outside the course or scope of the employee's position with the Water Forum; (ii) any liability arising from any class actions, representative actions, actions under the Private Attorneys General Act; or (iii) any liability arising from claims for punitive or exemplary damages; or (iv) recovery of attorneys' fees. Excess liability costs for Excluded Liability may be submitted to the Parties for consideration through the annual budget process. The Parties (as defined in Attachment A) are to be covered as additional insureds on the Water Forum Office's CGL policy with respect to liability arising out this Agreement. For any claims related to this Agreement, the Water Forum Office's insurance coverage shall be primary and non-contributory as respects the Parties. The Water Forum Office will promptly notify each Party of any claim that has arisen or that may arise and keep them informed as to the status of the claim until resolved.

The City of Sacramento shall procure, maintain, and be solely responsible for the provision of workers' compensation insurance for its employees assigned to the Water Forum Office or performing duties related to the Water Forum Office. The City shall maintain excess workers' compensation insurance and waive subrogation against the Parties.

8. **Disclaimer of Liability; Mutual Indemnification.** No Party nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with any work, authority, or jurisdiction delegated to another Party. Each Party shall fully defend (upon the request of the indemnitee), indemnify, and hold each Party harmless from and against all claims, losses and liabilities occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, or jurisdiction delegated to the indemnifying Party under this Agreement. Except as limited by this section 8, Excess Liability, except Excluded Liability, may be allocated among the Parties in the manner and circumstances described in subsection (b) of section 7.

9. **Effective Date.** This Agreement shall become effective when it has been signed by each Party.
10. **Termination.** This Agreement shall remain in effect until December 31, 2050, unless terminated sooner in the manner described herein. This Agreement may be terminated by two-thirds written consent of the Parties. Nothing in this Agreement shall prevent any individual Party from withdrawing as provided in this Agreement. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Parties in proportion to the contributions made.

A Party may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon 90 days' written notice to the other Parties, provided that the withdrawing Party shall remain responsible for any indebtedness incurred by the Party under the Funding Agreement, and further provided that the withdrawing Party pays or agrees to pay its share of debts, liabilities and obligations of the Water Forum Office incurred by the Party under this Agreement prior to the effective date of such withdrawal. Terms of the Funding Agreement may include a not-to-exceed amount equaling a two-year funding obligation from each agency.

If the City of Sacramento wishes to withdraw from this Agreement, the City of Sacramento shall provide 180 days' written notice to the other Parties; provided that the City of Sacramento shall remain responsible for any indebtedness incurred by the City of Sacramento under any funding agreement, and further provided that the City of Sacramento pays or agrees to pay its share of debts, liabilities and obligations of the Water Forum Office incurred by the City of Sacramento under this Agreement prior to the effective date of such withdrawal. In such case, the City of Sacramento shall cooperate in good faith with other Parties if they wish to continue the Water Forum Office under the auspices of another entity.

11. **Notices.** Any notices or other communication to be given Parties pursuant to this Agreement shall be given in writing by U.S. Mail, email, or by personal delivery to the Parties at the addresses set forth in Attachment B, incorporated herein by this reference.
12. **Amendments.** This Agreement may be amended only by a subsequent writing, approved and signed by the authorized representative or agent for each Party, except the representatives and contact information contained in Attachment B may be amended by providing an updated copy of Attachment B to all Parties.
13. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire Agreement and understanding among the Parties regarding the administration and management of the Water Forum Office. If any provision of this Agreement conflicts with any provision of any other agreement related to the Water Forum Office, the conflicting provision of this Agreement shall control.

14. **Successors and Assigns.** This Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the Parties hereto.
15. **Waiver.** The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.
16. **Construction and Interpretation.** The Parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.
17. **Counterparts and Digital Signatures.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.
18. **Choice of Law.** This Agreement shall be governed by the laws of the State of California.
19. **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby.

ATTACHMENT A
ADDITIONAL INSURED

The following Parties to this Agreement are named as additional insured pursuant to Section 7.b of this Agreement:

- City of Sacramento
- El Dorado Irrigation District
- Placer County Water Agency
- City of Folsom
- City of Roseville
- San Juan Water District
- Citrus Heights Water District
- Fair Oaks Water District
- Orange Vale Water Company
- Carmichael Water District
- Sacramento Suburban Water District
- Golden State Water Company
- California American Water
- Sacramento County Water Agency
- County of Sacramento
- East Bay Municipal Utility District

ATTACHMENT B
REPRESENTATIVES AND CONTACT INFORMATION OF THE PARTIES

Water Forum Weighted Cost Allocation Model

Data	Weighting	Associated Benefit
Connections	0.40	1,6
American River SW	0.40	2, 4
GW	0.20	3, 5
Total	1.00	

Additional SCWA Reserve Funding		\$0
WFSE Proposed Budget	\$998,662	
HME Proposed Budget	\$1,078,414	
- SMUD Contributions	\$21,000	
- SAFCA Contributions	\$20,000	
- EDWA Contributions	\$0	
Total Additional Funding	\$41,000	
WFSE Water Caucus Contributions	\$957,662	Amount to be covered by WC Cost Allocation Model
HME Water Caucus Contributions	\$1,078,414	

Key Benefits of the Water Forum

- 1 Environmental Stewardship (Shared commitment to protecting our natural environment)
- 2 LAR Support and Protection (Protecting the value and function of the river corridor)
- 3 Water Supply Reliability (regional investment in ensuring regional water supplies meet current and future regional needs)
- 4 Regional Coordination and Strategy with Reclamation
- 5 Regional Collaboration and Partnership for Projects, Programs, and Funding
- 6 Peace on the River and Assistance in Regulatory Setting

Agency	Base %				FY27 Total Contribution	FY27 WFSE Contribution	FY27 HME Contribution	FY 26 Contribution
	Connections	AR SW	GW	Resulting %				
El Dorado Irrigation District	0.07	0.09	0.00	0.07	\$136,421	\$64,165	\$72,256	\$128,452
Placer County Water Agency	0.07	0.07	0.00	0.06	\$116,437	\$54,766	\$61,671	\$109,635
City of Folsom (minus Ashland)	0.04	0.12	0.00	0.06	\$127,044	\$59,755	\$67,289	\$119,623
City of Roseville	0.09	0.19	0.00	0.11	\$225,689	\$106,152	\$119,537	\$212,506
San Juan Water District - Wholesale	0.03	0.11	0.00	0.06	\$113,572	\$53,418	\$60,154	\$106,938
San Juan Water District - Retail*	0.02	0.08	0.00	0.04	\$78,016	\$36,695	\$41,322	\$73,459
Folsom (Ashland)*	0.00	0.01	0.00	0.00	\$7,284	\$3,426	\$3,858	\$6,859
Orange Vale Water District*	0.01	0.02	0.00	0.01	\$28,271	\$13,297	\$14,974	\$26,620
Citrus Heights Water District	0.04	0.06	0.02	0.04	\$86,759	\$40,807	\$45,952	\$81,691
Fair Oaks Water District	0.02	0.04	0.03	0.03	\$67,101	\$31,561	\$35,540	\$63,181
Carmichael Water District	0.02	0.03	0.03	0.03	\$56,761	\$26,697	\$30,064	\$53,445
City of Sacramento	0.25	0.19	0.21	0.22	\$448,750	\$211,068	\$237,682	\$422,537
Sacramento Suburban Water District	0.08	0.06	0.21	0.10	\$199,370	\$93,773	\$105,597	\$187,724
Golden State Water Company	0.03	0.03	0.05	0.03	\$65,534	\$30,824	\$34,710	\$61,706
California American Water	0.11	0.00	0.24	0.09	\$190,637	\$89,665	\$100,971	\$179,501
Sacramento County Water Agency	0.11	0.00	0.21	0.08	\$170,563	\$80,224	\$90,339	\$160,600
East Bay MUD	0.04	0.00	0.00	0.02	\$31,438	\$14,787	\$16,651	\$29,602
Total	0.94	1.00	1.00	1.00	\$2,036,075	\$957,662	\$1,078,414	\$1,917,140

* SJWD will pay the cost share for these agencies

DIVISION C—DEPARTMENT OF THE INTERIOR, ENVIRONMENT,
AND RELATED AGENCIES APPROPRIATIONS ACT, 2026

The following statement is an explanation of the effects of Division C, which provides appropriations for the Department of the Interior, the Environmental Protection Agency (EPA), the Forest Service, the Indian Health Service, and related agencies for fiscal year 2026.

The joint explanatory statement accompanying this division is approved and indicates congressional intent. Unless otherwise noted, the language set forth in House Report 119-215 and Senate Report 119-46 carries the same weight as language included in this joint explanatory statement and should be complied with unless specifically addressed to the contrary in this joint explanatory statement.

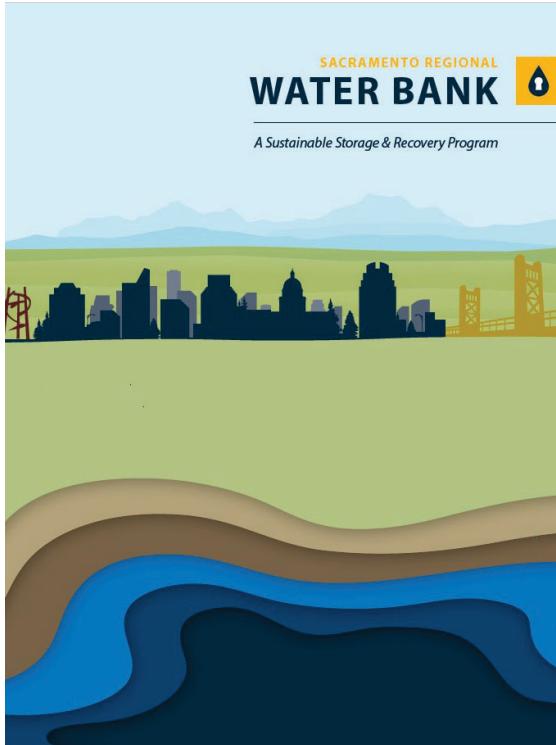
While some language is repeated for emphasis, it is not intended to negate the language referred to above unless expressly provided herein. In cases where the House Report, Senate Report, or this joint explanatory statement direct the submission of a report, such report is to be submitted to both the House and Senate Committees on Appropriations. Where this joint explanatory statement refers to the Committees or the Committees on Appropriations, unless otherwise noted, this reference is to the House Subcommittee on Interior, Environment, and Related Agencies and the Senate Subcommittee on Interior, Environment, and Related Agencies.

Each department and agency funded in this Act is directed to follow the directions set forth in this Act and the accompanying statement and to not reallocate resources or reorganize activities except as provided herein or otherwise approved by the House and Senate Appropriations Committees through the reprogramming process as referenced in this Act. This joint explanatory statement addresses only those agencies and accounts for which there is a need for greater explanation than provided in the Act itself. Funding levels for appropriations by account, program, and activity, with comparisons to the fiscal year 2025 enacted level and the fiscal year 2026 budget request, can be found in the table at the end of this division.

Unless expressly stated otherwise, any reference to “this Act” or “at the end of this statement” shall be treated as referring only to the provisions of this division.

INTERIOR AND ENVIRONMENT INCORPORATION OF COMMUNITY PROJECT FUNDING ITEMS/CONGRESSIONALLY DIRECTED SPENDING ITEMS—Continued

Agency	Account	State	Project Recipient and Name	Amount	Requestor(s)		Origination
					House	Senate	
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AR City of Lewisville for Water Improvements	3,840,000		Boozman	S
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AR Little Rock Water Reclamation Authority for Port of Little Rock Water Expansion	10,000,000		Boozman	S
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AR Springdale Water Utilities for Trunk Line Construction	3,000,000	Womack	Boozman	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ City of Mesa for Sewer Pipe Inspection and Replacement	1,092,000	Stanton	Gallego, Kelly	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ City of Mesa for Vault Meter Rehabilitation Project	592,000	Stanton		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ City of Tempe for Kyrene Recharge Well Pipelines Project	1,092,000	Stanton	Gallego	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ City of Tolleson for Wastewater Digester Project	1,092,000	Ansari	Gallego, Kelly	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ City of Tombstone for Water Reclamation Facility Upgrades	989,786	Ciscomani		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ Colorado River Sewage System Joint Venture for Wastewater Treatment Facility Replacement	2,000,000		Gallego, Kelly	S
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	AZ Tri City Regional Sanitary District for Sewer Upgrades	2,850,000		Gallego, Kelly	S
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA Alameda County Public Works for Livermore Sewer Extension to Protect Ground Water	1,000,000	Swalwell		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA Arvin-Edison Water Storage District for Water Supply Expansion Project	2,000,000	Valadao		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA Carmichael Water District for Ranney Collector Well Screens Replacement Project	1,092,000	Bera		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA Central Contra Costa Sanitary District for Ultraviolet (UV) Disinfection Replacement Project	1,092,000	DeSaulnier		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Adelanto for Wastewater Treatment Plant Improvements	1,000,000	Obernolte		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Bakersfield for South MLK Sewer Project	1,500,000		Padilla	S
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Chino Hills for Los Serranos Flood Protection Project	1,092,000	Torres (CA)		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Compton for Willowbrook-Culver Sewer Replacement Project	1,092,000	Waters	Schiff	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Corcoran for Stormwater Enhancements Project	2,000,000	Valadao		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Coronado for Stormwater Mitigation Project	1,092,000	Peters		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Cypress for Stormwater Pump Station Upgrade	1,092,000	Tran		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Daly City for Vista Grande Drainage Basin Improvement Project	1,092,000	Mullin		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Dos Palos for Wastewater Treatment Facility Project	1,092,000	Gray	Schiff	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Ridgecrest for Wastewater Treatment Plant	1,000,000	Fong		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of San Diego for Beta Street Channel and Storm Drain Improvement Project	1,092,000	Vargas	Schiff	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of San Diego for Famosa Slough Alley Slope Restoration Project	1,092,000	Peters		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of San Diego for Jamacha Drainage Channel Upgrade Storm Water Drain Project	1,092,000	Vargas		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of San Diego for Pump Station Component D Upgrade	1,092,000	Peters		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of San Jose for Restoration Project	1,092,000	Khanna		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of San Leandro for Water Infrastructure Improvement Project	1,092,000	Simon		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Seal Beach for San Gabriel River Water Quality Improvement Project	1,000,000	Min	Padilla	H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Seal Beach for Stormwater Infrastructure Project	1,092,000	Min		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Sunnyvale for Cleanwater Center Project	1,092,000	Khanna		H
Environmental Protection Agency	STAG—Clean Water Fund	State Revolving Fund	CA City of Upland for Campus Avenue Storm Drain Improvement Project	1,092,000	Torres (CA)		H



Sacramento Regional Water Bank Project Status Update to the SGA Board of Directors

December 11, 2025



Water Bank – Project Benefits and Outcomes



Water Accounting System Accommodates multiple accounts that support all participating agencies and GSAs	Environmental Compliance Through CEQA and NEPA documents, evaluates (1) expansion of existing conjunctive use, and (2) Reclamation acknowledgement of Water Bank	Surface Water/ Groundwater Interaction Advances science and understanding of both accretion and depletions associated with water banking operations
External Partners Through pilot opportunities, establishes relationships and develops institutional knowledge with external partners Supports securing long-term agreements that provide consistent and reliable benefits to the region	Governance Develops framework to encourage broad, active, and beneficial implementation of conjunctive use by all participating agencies	Federal Acknowledgement Enables (1) any CVP contract supply to be banked outside the service area of that contractor, and (1) recovery of that supply by CVP and non-CVP contractors

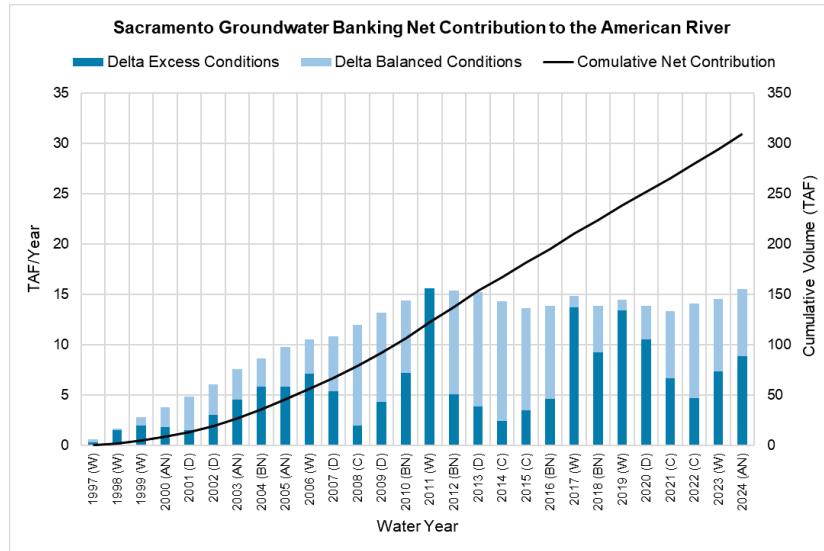
Outreach and Engagement

ACWA Meetings

- Turlock Irrigation District
- Santa Clara Valley Water District
- Metropolitan Water District
- East Bay Municipal Utilities District
- Ernest Conant
- Westland Water District
- DWR SGMO Executive Staff
- San Luis Delta Mendota Water Agency
- MBK Consultants

Planned Meetings/Correspondence

- USBR & DWR State Water Project Office
- Water Forum
- USBR Grant Office



Outreach and Engagement

ACWA Meetings

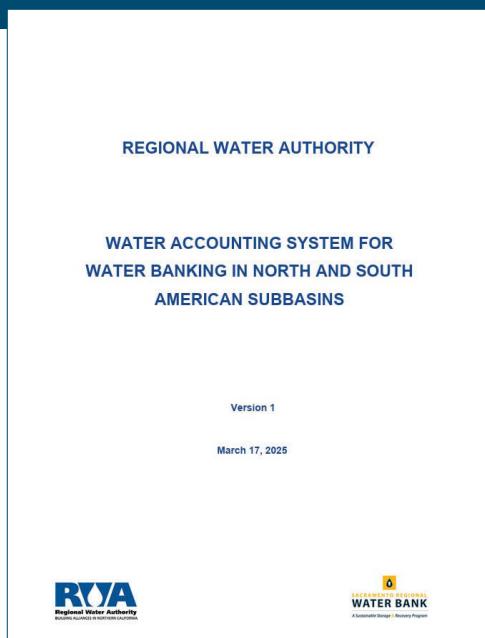
- Turlock Irrigation District
- Santa Clara Valley Water District
- Metropolitan Water District
- East Bay Municipal Utilities District
- Ernest Conant
- Westland Water District
- DWR SGMO Executive Staff
- San Luis Delta Mendota Water Agency
- MBK Consultants

Planned Meetings/Correspondence

- USBR
- PPIC Tour/Meeting
- DWR State Water Project Office
- Water Forum

SGA Board Meeting Determination (October 9, 2025)

PROGRAM COMMITTEE MEETING—December 10, 2025

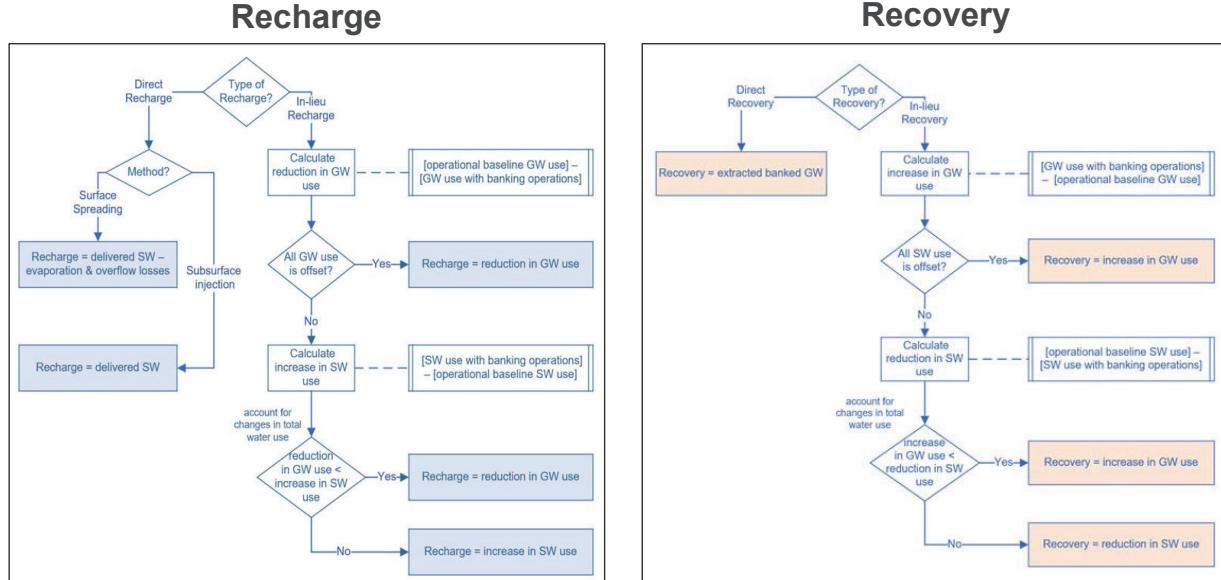


1. The Board supports Water Bank starting balance of 53% of documented WAF amount consistent with September 17, 2025, SRWB Program Committee policy decision.
2. The Board of Directors supports:
 - “Pilot” use of the WAS immediately, transferring in-basin volumes and application of annual loss factors for all SGA water banking and conjunctive use activities consistent with the WAS/WAF methodology; AND
 - “Freeze” use of the WAF until an environmental document is completed and adopted for the Water Bank.
3. After the Regional Water Authority has completed and adopted an environmental document for the Water Bank, the Board of Directors will consider sunsetting the WAF and framework document and fully commit to the WAS.

WAS Tool and Implementation



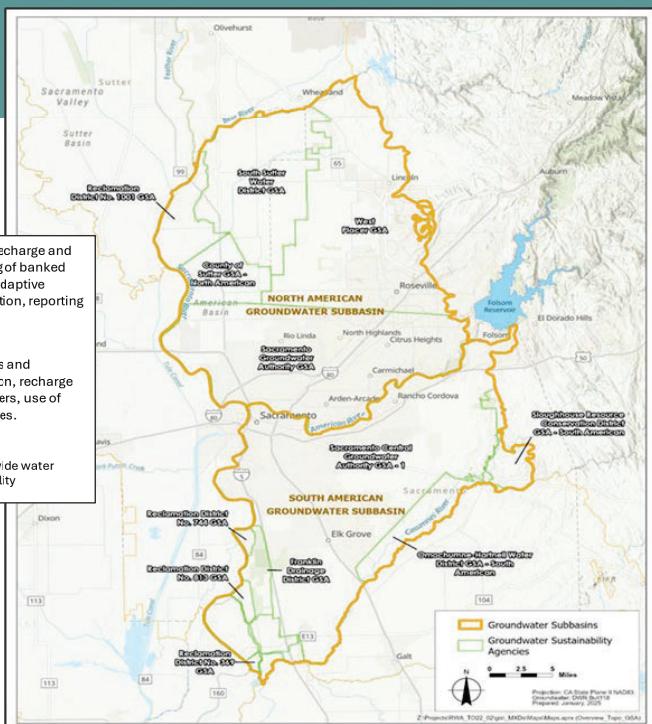
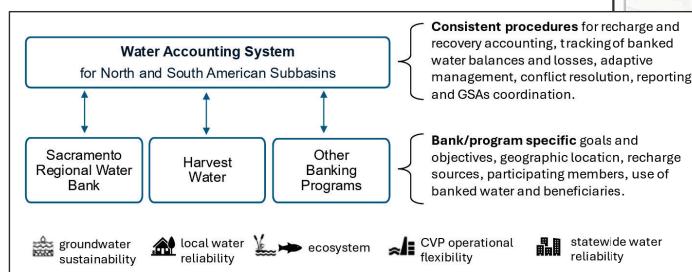
PROGRAM COMMITTEE MEETING—December 10, 2025



WAS Tool and Implementation (cont.)

Element	Function	Required Features	Options Features
Data Collection	Field- and system-level data ingestion	- Manual entry of monthly pumping and surface deliveries.	- Automated import from SCADA, telemetry, agency data systems. - Validation rules for handling different automated and manual data streams.
Data Management	Secure storage, QA/QC, & metadata	- Central database. - Tagging by entity, subbasin, source type, and time period. - Versioning and audit trail to ensure transparency.	- Automated QA checks for consistency and baseline validation. - Cybersecurity, data security, retention, backup policy, disaster recovery. - Multiple user access
Accounting	Implements WAS logic	- Algorithms based on Sections 3.3–3.5 of the WAS for recharge and recovery. - Balance tracking and accounting of leave-behind and banking losses. - Separate accounting by program and water type.	- Robust and complex accounting rules at different scales with data federated from different sources.
Tracking	Ongoing operational tracking & analysis	- Time-series charts for cumulative deposits, withdrawals, leave-behind, and remaining balance.	- Interactive maps showing recharge/recovery wells, storage change zones, and balance trends. - Rule-based access for authorized agencies. - Optimization of Water Banking operations
Reporting & Interface	Output generation and data sharing	- Annual reports	- Automate the generation of annual reports. - Public-facing transparency dashboard (summarized balances only).

WAS Tool and Implementation (cont.)



Monitoring and Mitigation Plan

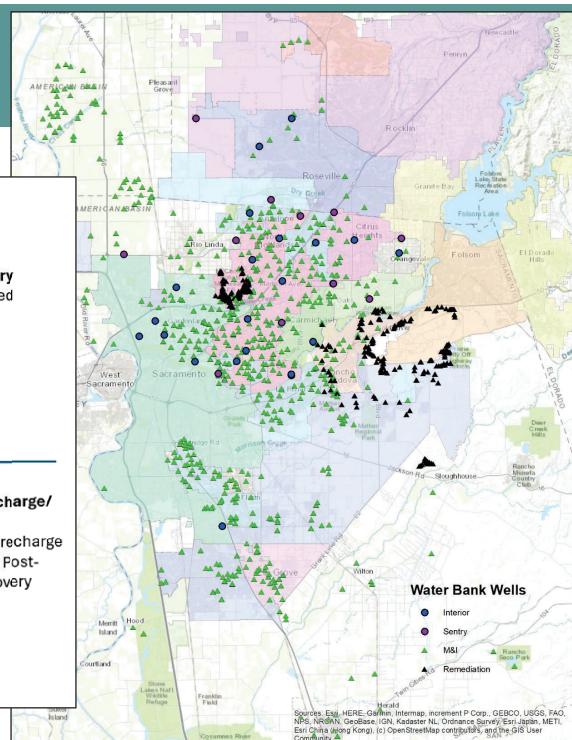
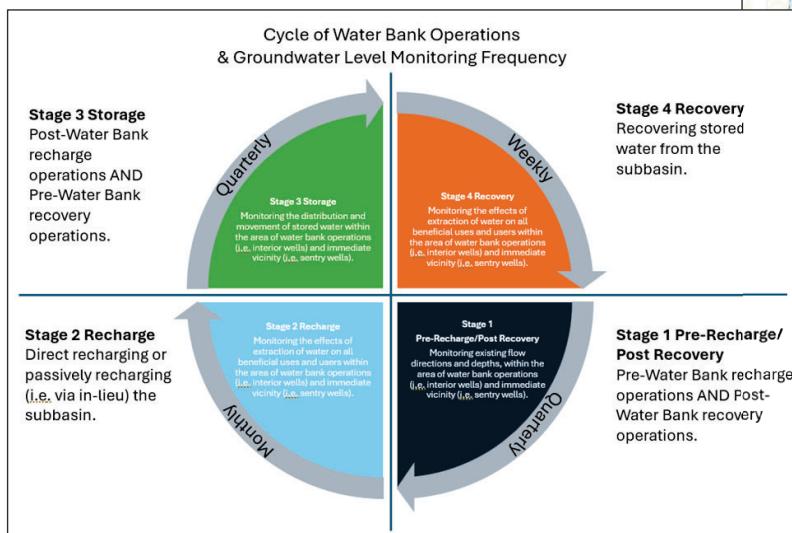


Monitoring Program Elements	DRAFT Technical Information for Preparing Water Transfer Proposals – Water Transfer White Paper (December 2019) Guidance
Monitoring Well Network	sufficient number of monitoring wells dedicated monitoring wells use of nearby non-transfer wells location and construction of transfer and monitoring wells identification of known contaminated areas
Groundwater Pumping Measurements	pumping wells in transfer configured with instantaneous and totalizing flow meters flow readings recorded immediately prior to pumping flow readings recorded no less than monthly flow readings as close as practical to last day of month flow readings recorded throughout duration of transfer report quantify of water pumped between readings participating well pumping rates and volumes should be recorded during both transfer and non-transfer years – so baseline groundwater pumping can be established
Groundwater Levels	Prior to Transfer - participating well and monitoring wells measured monthly from march Start of Transfer - participating well and monitoring wells measured same day transfer begins, prior to pump starting During Transfer - participating well and monitoring wells measured weekly Post Transfer - participating well and monitoring wells measured weekly for 1 month, then monthly through march Monitoring schedule submitted (in advance of transfer)

Monitoring Program Elements	DRAFT Technical Information for Preparing Water Transfer Proposals – Water Transfer White Paper (December 2019) Guidance
Groundwater Quality	Municipal sells groundwater pumped meets CCR Title 22
Land Subsidence	areas with documented land subsidence may require more monitoring
Coordination Plan	include plan to coordinate the collection and organization of monitoring data identified Point of Contact (POC) coordinate with local groundwater monitoring programs
Evaluation and Reporting	Evaluate data and provide summary tables during and after transfer pumping Final report identifies any transfer related impact on groundwater and surface water Groundwater elevation contour maps – pretransfer, end of transfer (before wells are turned off, and recovered groundwater elevations in march of year following transfer)

Mitigation Plan Elements	DRAFT Technical Information for Preparing Water Transfer Proposals – Water Transfer White Paper (December 2019) Guidance
Reporting procedure	sufficient number of monitoring wells
Investigation procedure	pumping wells in transfer configured with instantaneous and totalizing flow meters
Mitigation development procedure	
Financial resources	
Mitigation plan submittal	Submit mitigation plan at least two months prior to transfer
Effect response	
Mitigation measure funding	

Data Collection & Response Plan (cont.)



Key Water Bank Proposed Terms



Water Transfer White Paper

Groundwater Substitution Transfer =

Monitoring Plan = **Data Collection Plan ??**

Mitigation Plan = **Response Plan**

Sacramento Regional Water Bank

Banked Water Transfer

DRAFT
Technical Information for Preparing Water Transfer Proposals

(Water Transfer White Paper)

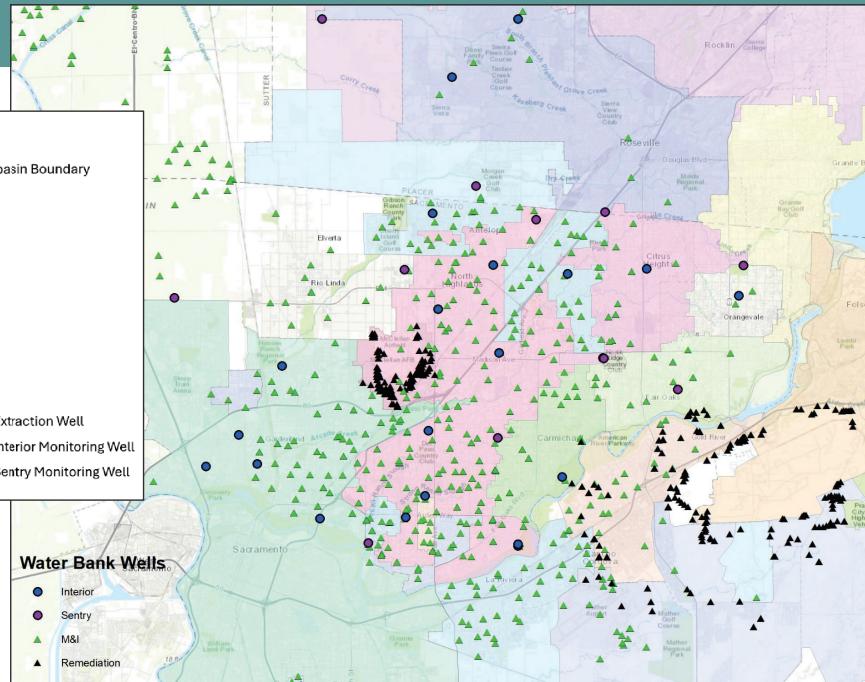
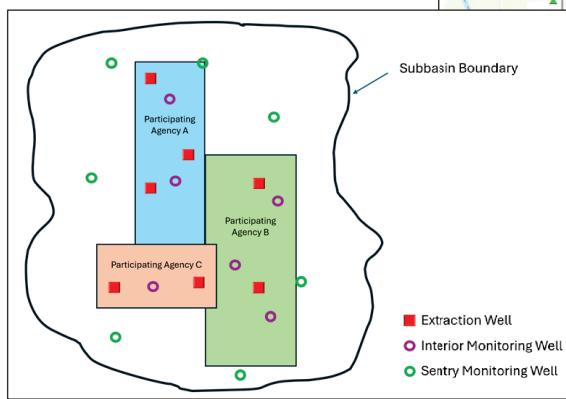
Information for Parties Preparing Proposals for Water Transfers
Requiring Department of Water Resources or Bureau of Reclamation Approval

December 2019

Prepared By:
CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
BUREAU OF RECLAMATION, CALIFORNIA GREAT BASIN REGION



Data Collection & Response Plan (cont.)



Data Collection & Response Plan (cont.)



Steps to complete a Water Bank

Data Collection & Response Plan (Plan)

1. Work with participating agencies to define monitoring network (January 2026)
2. Develop data collection frequency and standards (January 2026)
3. Complete draft Plan for PC input (February 2026)
4. Seek GSA input (February 2026)
5. Complete draft Plan (March 2026)
6. Finalized Plan (March/April 2026)

Sacramento Regional Water Bank

Table of Contents

TABLE OF CONTENTS

1.0	Introduction.....	1
2.0	Monitoring Well Plan Commitments	4
3.0	Monitoring Well Network.....	5
4.0	Groundwater and subsidence Monitoring.....	7
4.1	Groundwater Extraction Measurements	7
4.2	Groundwater Levels.....	7
4.3	Groundwater Quality.....	9
4.3.1	Groundwater Quality Potential for Water Bank Expansion with Agricultural Participating Agencies.....	9
4.4	Land Subsidence.....	10
4.5	Self-Supplied Groundwater Users & Groundwater Dependent Ecosystems (GDEs). 11	11
5.0	Coordination, Implementation, and Administration.....	12
5.1	Coordination	12
5.1.1	Point of Contact (POC)	12
5.2	Roles and Responsibilities.....	13
5.3	Consistency and Synergy with GSPs	13
5.3.1	Consistency with NASb & SASb GSPs	13
5.3.2	Use of NASb & SASb GSP Data & Information.....	13
5.4	Reporting	14
5.5	Data Collection and Management	14

2026 Activities

PROGRAM COMMITTEE MEETING—December 10, 2025

Activities/Tasks	On Hold	Not Started	In-Progress	Complete
Communication and Outreach				
• Stakeholder Forums			■	
• Website			■	
• Q & A Connect			■	
• External Engagement		■		
• Internal Meetings/Coordination		■		
• Documentation (multiple)		■		
Institutional				
• GOPC				■
• Governance			■	
• WAS (Concept Paper)			■	
• WAS (Tool/Application)		■		
• Financial Agreement	■			
• SDF Analysis & Results			■	
• Summary of Shallow Domestic Wells			■	
• Template Monitoring & Mitigation Plan			■	
• Water Bank Starting Balance				■

Activities/Tasks	On Hold	Not Started	In-Progress	Complete
Modeling/Technical/Planning				
• Model Updates/Data Improvements				■
• CalSim-CoSANA (Baseline & Initial WB Scenario)				■
• CalSim-CoSANA (Updated Baseline & WB Scenarios)			■	
• Temperature Modeling		■		
• Documentation (multiple)			■	
• Conjunctive Use BMPs	■			
Environmental/Permitting				
• CEQA/NEPA strategy				■
• CEQA				■
– NOP/Public Scoping				■
– Project Description			■	
– EIR: Admin Draft			■	
– EIR: Public Draft, Admin Final, Final, NOD		■		
– Public Meetings		■		
– Administrative Record				■
• NEPA: EA, Consultations, Final EA/FONSI		■		
• Federal Acknowledgment			■	
Project Management				
• Contracts & Procurement (incl. administration)			■	
• Funding Applications, Agreements, Administration, Reporting			■	

Continuous Activity

2026 Activity

2026 + 2027 Activity

Additional Strategy and Scoping Required

Water Bank Project— Tasks/Activities/Deliverables

Subject to change



	2022				2023				2024				2025				2026				2027					
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Communication/Engagement																										
Stakeholder Forums (5)	SF#1	SF #2			SF #3									SF #4									SF #5 (tbd)			
Website		Website																								
Q & A Connect			Q & A Connect																							
External Engagement	External Engagement																									
Internal Meetings & Coordination	Internal Meetings & Coordination																									
Institutional																										
Goals, Objectives, Principles, & Constraints	GOPC																									
Governance/Coordination		Governance																								
Water Account System (WAS) – Concept Paper														WAS Concept Paper												
WAS – Tool/Application																										
Financial Agreements (on hold)																										
Monitoring/Mitigation Plan																										
Water Bank Starting Balance															WB Starting Balance											
Modeling/Technical																										
Model Updates/Data Improvements	Data & Tools (WMOP)														Baseline/Initial Scenarios											
Modeling – Baseline & Initial WB Scenario																										
Modeling – Updated Baseline & WB Scenarios																										
Temperature Modeling																										
Conjunctive Use BMPs (on hold)																										
Project Management																										
Contracts & Procurement																										
Funding Applications & Agreements																										
WIN Act Funding Application																										
Phase 3																										
Phase 4																										

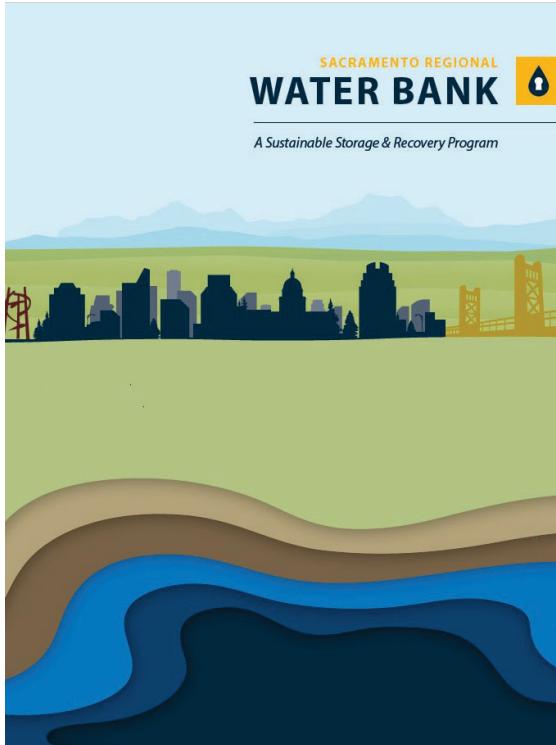
Water Bank Project— Tasks/Activities/Deliverables

Subject to change



	2022				2023				2024				2025				2026				2027				
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Environmental & Permitting																									
CEQA/NEPA strategy (develop/implement)														CEQA/NEPA strategy (develop/implement)											
CEQA – NOP/Public Scoping														NOP		NOP									
CEQA – Documentation (EIR)																									
Project Description														PD		Updated PD									
Admin Draft																									
Public Draft																									
Admin Final																									
Final																									
NOD																									
Alignment with USBR																									
External Federal Partnering																									
Federal Lobbying																									
CVP Contractor Engagement																									
USBR Staff Briefings																									
NEPA														Draft EA											
Consultations (Informal/Formal)																									
Final EA/FONSI																									
Federal Acknowledgement																									
External Federal Partnering																									
USBR Staff Engagement																									
Proposal Development																									
GSA, Water Board, and other engagement																									

Develop strategy to advance NEPA and Federal Acknowledgement



Sacramento Regional Water Bank Project Status Update to the SGA Board of Directors

December 11, 2025



Water Bank – Project Benefits and Outcomes



Water Accounting System Accommodates multiple accounts that support all participating agencies and GSAs	Environmental Compliance Through CEQA and NEPA documents, evaluates (1) expansion of existing conjunctive use, and (2) Reclamation acknowledgement of Water Bank	Surface Water/ Groundwater Interaction Advances science and understanding of both accretion and depletions associated with water banking operations
External Partners Through pilot opportunities, establishes relationships and develops institutional knowledge with external partners Supports securing long-term agreements that provide consistent and reliable benefits to the region	Governance Develops framework to encourage broad, active, and beneficial implementation of conjunctive use by all participating agencies	Federal Acknowledgement Enables (1) any CVP contract supply to be banked outside the service area of that contractor, and (1) recovery of that supply by CVP and non-CVP contractors

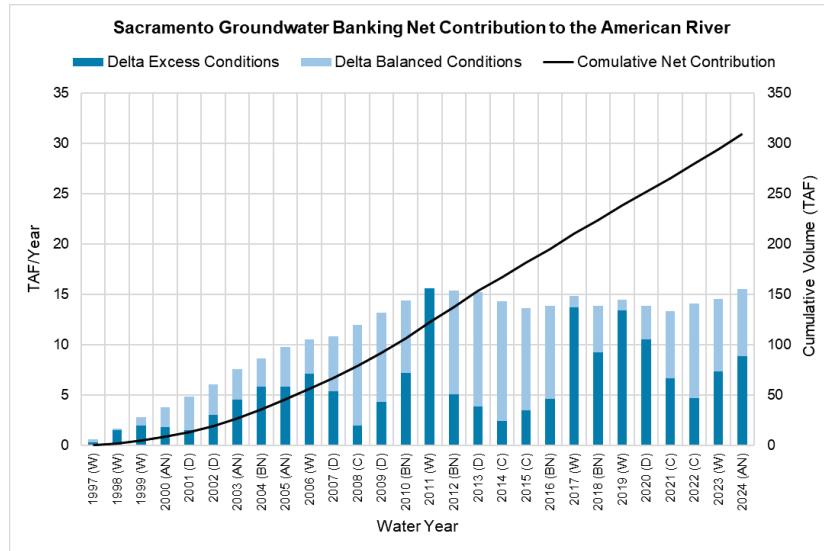
Outreach and Engagement

ACWA Meetings

- Turlock Irrigation District
- Santa Clara Valley Water District
- Metropolitan Water District
- East Bay Municipal Utilities District
- Ernest Conant
- Westland Water District
- DWR SGMO Executive Staff
- San Luis Delta Mendota Water Agency
- MBK Consultants

Planned Meetings/Correspondence

- USBR & DWR State Water Project Office
- Water Forum
- USBR Grant Office



Outreach and Engagement

ACWA Meetings

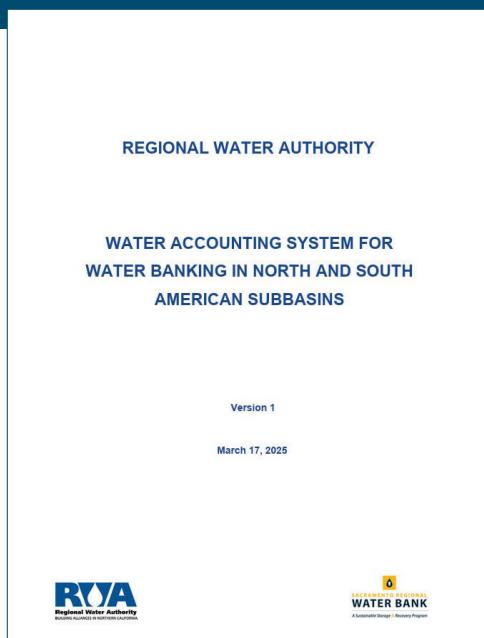
- Turlock Irrigation District
- Santa Clara Valley Water District
- Metropolitan Water District
- East Bay Municipal Utilities District
- Ernest Conant
- Westland Water District
- DWR SGMO Executive Staff
- San Luis Delta Mendota Water Agency
- MBK Consultants

Planned Meetings/Correspondence

- USBR
- PPIC Tour/Meeting
- DWR State Water Project Office
- Water Forum

SGA Board Meeting Determination (October 9, 2025)

PROGRAM COMMITTEE MEETING—December 10, 2025



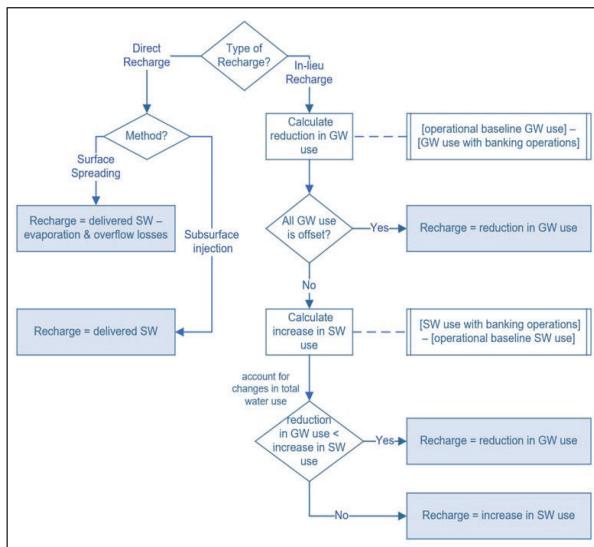
1. The Board supports Water Bank starting balance of 53% of documented WAF amount consistent with September 17, 2025, SRWB Program Committee policy decision.
2. The Board of Directors supports:
 - “Pilot” use of the WAS immediately, transferring in-basin volumes and application of annual loss factors for all SGA water banking and conjunctive use activities consistent with the WAS/WAF methodology; AND
 - “Freeze” use of the WAF until an environmental document is completed and adopted for the Water Bank.
3. After the Regional Water Authority has completed and adopted an environmental document for the Water Bank, the Board of Directors will consider sunsetting the WAF and framework document and fully commit to the WAS.

WAS Tool and Implementation

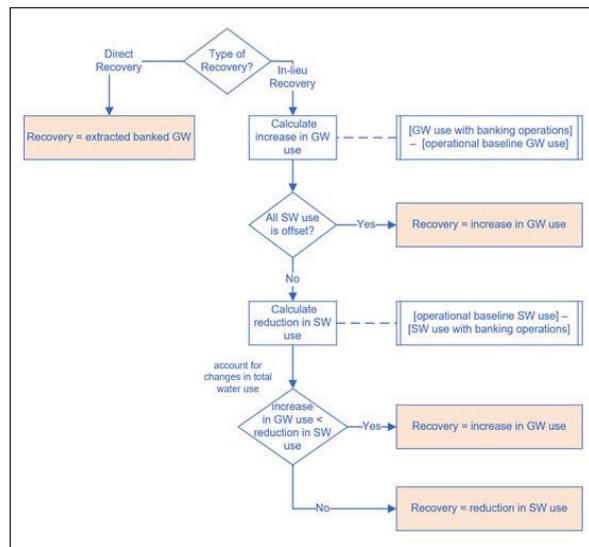


PROGRAM COMMITTEE MEETING—December 10, 2025

Recharge



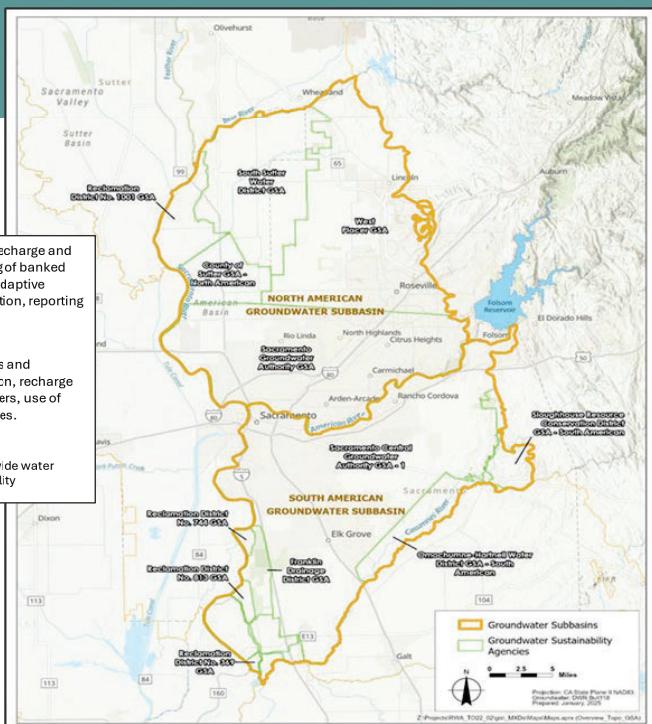
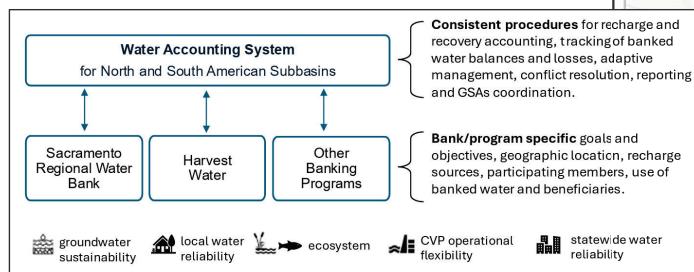
Recovery



WAS Tool and Implementation (cont.)

Element	Function	Required Features	Options Features
Data Collection	Field- and system-level data ingestion	- Manual entry of monthly pumping and surface deliveries.	- Automated import from SCADA, telemetry, agency data systems. - Validation rules for handling different automated and manual data streams.
Data Management	Secure storage, QA/QC, & metadata	- Central database. - Tagging by entity, subbasin, source type, and time period. - Versioning and audit trail to ensure transparency.	- Automated QA checks for consistency and baseline validation. - Cybersecurity, data security, retention, backup policy, disaster recovery. - Multiple user access
Accounting	Implements WAS logic	- Algorithms based on Sections 3.3–3.5 of the WAS for recharge and recovery. - Balance tracking and accounting of leave-behind and banking losses. - Separate accounting by program and water type.	- Robust and complex accounting rules at different scales with data federated from different sources.
Tracking	Ongoing operational tracking & analysis	- Time-series charts for cumulative deposits, withdrawals, leave-behind, and remaining balance.	- Interactive maps showing recharge/recovery wells, storage change zones, and balance trends. - Rule-based access for authorized agencies. - Optimization of Water Banking operations
Reporting & Interface	Output generation and data sharing	- Annual reports	- Automate the generation of annual reports. - Public-facing transparency dashboard (summarized balances only).

WAS Tool and Implementation (cont.)



Monitoring and Mitigation Plan

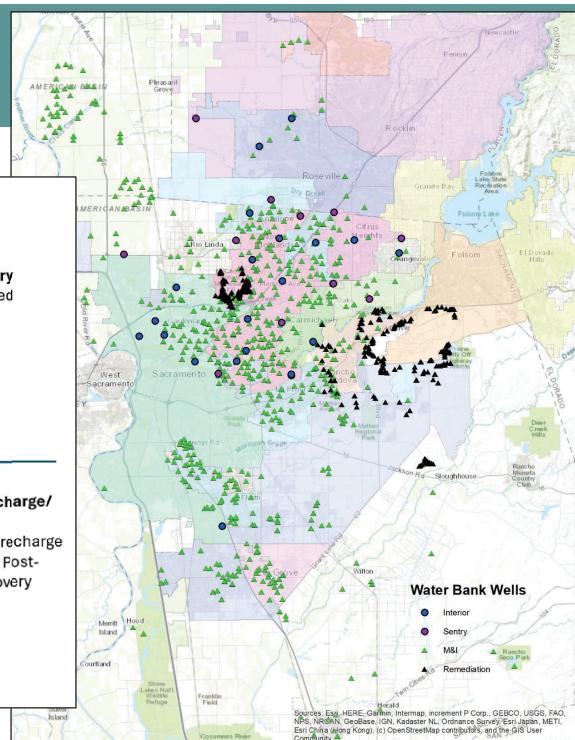
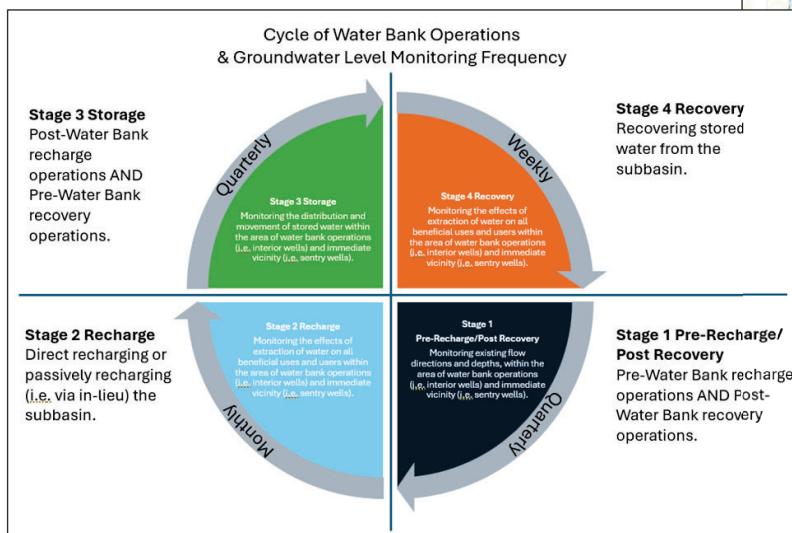


Monitoring Program Elements	DRAFT Technical Information for Preparing Water Transfer Proposals – Water Transfer White Paper (December 2019) Guidance
Monitoring Well Network	sufficient number of monitoring wells dedicated monitoring wells use of nearby non-transfer wells location and construction of transfer and monitoring wells identification of known contaminated areas
Groundwater Pumping Measurements	pumping wells in transfer configured with instantaneous and totalizing flow meters flow readings recorded immediately prior to pumping flow readings recorded no less than monthly flow readings as close as practical to last day of month flow readings recorded throughout duration of transfer report quantity of water pumped between readings participating well pumping rates and volumes should be recorded during both transfer and non-transfer years – so baseline groundwater pumping can be established
Groundwater Levels	Prior to Transfer - participating well and monitoring wells measured monthly from march Start of Transfer - participating well and monitoring wells measured same day transfer begins, prior to pump starting During Transfer - participating well and monitoring wells measured weekly Post Transfer - participating well and monitoring wells measured weekly for 1 month, then monthly through march Monitoring schedule submitted (in advance of transfer)

Monitoring Program Elements	DRAFT Technical Information for Preparing Water Transfer Proposals – Water Transfer White Paper (December 2019) Guidance
Groundwater Quality	Municipal sells groundwater pumped meets CCR Title 22
Land Subsidence	areas with documented land subsidence may require more monitoring
Coordination Plan	include plan to coordinate the collection and organization of monitoring data identified Point of Contact (POC) coordinate with local groundwater monitoring programs
Evaluation and Reporting	Evaluate data and provide summary tables during and after transfer pumping Final report identifies any transfer related impact on groundwater and surface water Groundwater elevation contour maps – pretransfer, end of transfer (before wells are turned off, and recovered groundwater elevations in march of year following transfer)

Mitigation Plan Elements	DRAFT Technical Information for Preparing Water Transfer Proposals – Water Transfer White Paper (December 2019) Guidance
Reporting procedure	sufficient number of monitoring wells
Investigation procedure	pumping wells in transfer configured with instantaneous and totalizing flow meters
Mitigation development procedure	
Financial resources	
Mitigation plan submittal	Submit mitigation plan at least two months prior to transfer
Effect response	
Mitigation measure funding	

Data Collection & Response Plan (cont.)



Key Water Bank Proposed Terms



Water Transfer White Paper

Groundwater Substitution Transfer =

Monitoring Plan = **Data Collection Plan ??**

Mitigation Plan = **Response Plan**

Sacramento Regional Water Bank

Banked Water Transfer

DRAFT
Technical Information for Preparing Water Transfer Proposals

(Water Transfer White Paper)

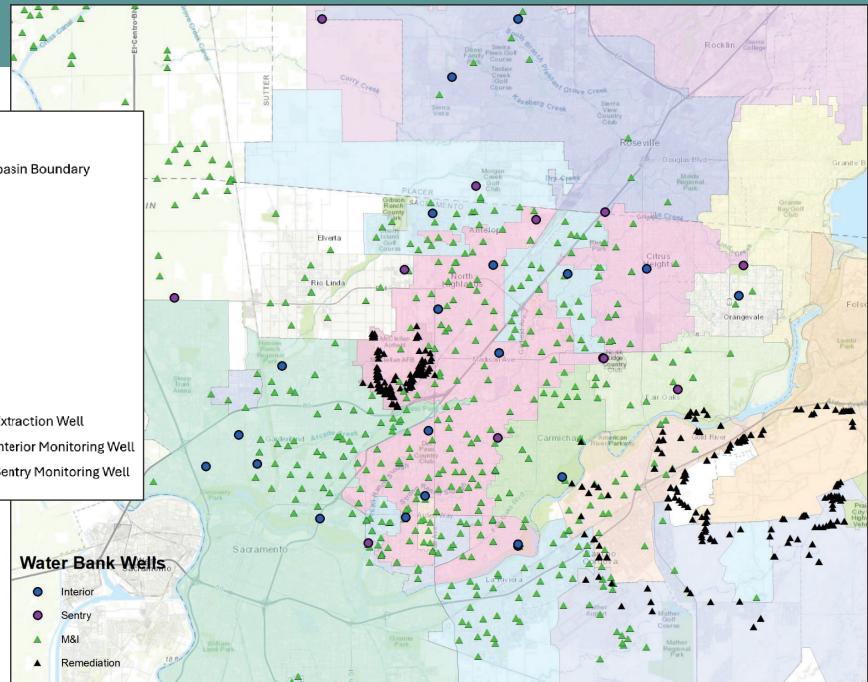
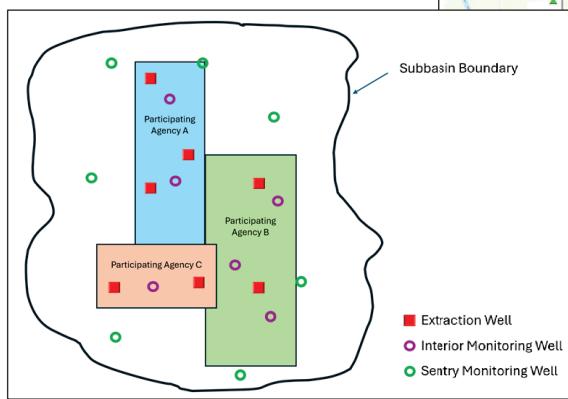
Information for Parties Preparing Proposals for Water Transfers
Requiring Department of Water Resources or Bureau of Reclamation Approval

December 2019

Prepared By:
CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
BUREAU OF RECLAMATION, CALIFORNIA-GREAT BASIN REGION



Data Collection & Response Plan (cont.)



Data Collection & Response Plan (cont.)



Steps to complete a Water Bank

Data Collection & Response Plan (Plan)

1. Work with participating agencies to define monitoring network (January 2026)
2. Develop data collection frequency and standards (January 2026)
3. Complete draft Plan for PC input (February 2026)
4. Seek GSA input (February 2026)
5. Complete draft Plan (March 2026)
6. Finalized Plan (March/April 2026)

Sacramento Regional Water Bank

Table of Contents

TABLE OF CONTENTS

1.0	Introduction.....	1
2.0	Monitoring Well Plan Commitments	4
3.0	Monitoring Well Network.....	5
4.0	Groundwater and subsidence Monitoring.....	7
4.1	Groundwater Extraction Measurements	7
4.2	Groundwater Levels.....	7
4.3	Groundwater Quality.....	9
4.3.1	Groundwater Quality Potential for Water Bank Expansion with Agricultural Participating Agencies.....	9
4.4	Land Subsidence.....	10
4.5	Self-Supplied Groundwater Users & Groundwater Dependent Ecosystems (GDEs). 11	11
5.0	Coordination, Implementation, and Administration.....	12
5.1	Coordination	12
5.1.1	Point of Contact (POC)	12
5.2	Roles and Responsibilities.....	13
5.3	Consistency and Synergy with GSPs	13
5.3.1	Consistency with NASb & SASb GSPs	13
5.3.2	Use of NASb & SASb GSP Data & Information.....	13
5.4	Reporting	14
5.5	Data Collection and Management	14

2026 Activities

PROGRAM COMMITTEE MEETING—December 10, 2025

Activities/Tasks	On Hold	Not Started	In-Progress	Complete
Communication and Outreach				
• Stakeholder Forums			■	
• Website			■	
• Q & A Connect			■	
• External Engagement		■		
• Internal Meetings/Coordination		■	■	
• Documentation (multiple)		■	■	
Institutional				
• GOPC				■
• Governance			■	
• WAS (Concept Paper)			■	
• WAS (Tool/Application)		■		
• Financial Agreement	■			
• SDF Analysis & Results			■	
• Summary of Shallow Domestic Wells			■	
• Template Monitoring & Mitigation Plan			■	
• Water Bank Starting Balance				■

Activities/Tasks	On Hold	Not Started	In-Progress	Complete
Modeling/Technical/Planning				
• Model Updates/Data Improvements				■
• CalSim-CoSANA (Baseline & Initial WB Scenario)				■
• CalSim-CoSANA (Updated Baseline & WB Scenarios)			■	
• Temperature Modeling		■		
• Documentation (multiple)			■	
• Conjunctive Use BMPs	■			
Environmental/Permitting				
• CEQA/NEPA strategy				■
• CEQA				■
– NOP/Public Scoping				■
– Project Description			■	
– EIR: Admin Draft			■	
– EIR: Public Draft, Admin Final, Final, NOD		■		
– Public Meetings		■		
– Administrative Record				■
• NEPA: EA, Consultations, Final EA/FONSI		■		
• Federal Acknowledgment			■	
Project Management				
• Contracts & Procurement (incl. administration)			■	
• Funding Applications, Agreements, Administration, Reporting			■	

Continuous Activity

2026 Activity

2026 + 2027 Activity

Additional Strategy and Scoping Required

Water Bank Project— Tasks/Activities/Deliverables

Subject to change



	2022	2023				2024				2025				2026				2027				
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Communication/Engagement																						
Stakeholder Forums (5)	SF#1	SF #2			SF #3						SF #4						SF #5 (tbd)					
Website		Website																				
Q & A Connect			Q & A Connect																			
External Engagement	External Engagement																					
Internal Meetings & Coordination	Internal Meetings & Coordination																					
Institutional																						
Goals, Objectives, Principles, & Constraints	GOPC																					
Governance/Coordination		Governance																				
Water Account System (WAS) – Concept Paper						WAS Concept Paper																
WAS – Tool/Application																	WAS Tool					
Financial Agreements (on hold)																			Financial Agr. (on hold)			
Monitoring/Mitigation Plan																	Mon./Mit. Plan					
Water Bank Starting Balance											WB Starting Balance											
Modeling/Technical																						
Model Updates/Data Improvements	Data & Tools (WMOP)										Baseline/Initial Scenarios											
Modeling – Baseline & Initial WB Scenario																						
Modeling – Updated Baseline & WB Scenarios																						
Temperature Modeling																	Temp. Mod.					
Conjunctive Use BMPs (on hold)																	CU BMP (on hold)					
Project Management																						
Contracts & Procurement																						
Funding Applications & Agreements																						
WIN Act Funding Application																						
Phase 3																						
Phase 4																						

Water Bank Project— Tasks/Activities/Deliverables

Subject to change



	2022	2023				2024				2025				2026				2027				
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Environmental & Permitting																						
CEQA/NEPA strategy (develop/implement)						CEQA/NEPA strategy (develop/implement)																
CEQA – NOP/Public Scoping						NOP																
CEQA – Documentation (EIR)																						
Project Description						PD				Updated PD							Updated PD					
Admin Draft																	Admin Draft					
Public Draft																	Public Draft					
Admin Final																		Ad. Draft				
Final																		Final				
NOD																		NOD				
Alignment with USBR																						
External Federal Partnering																						
Federal Lobbying																						
CVP Contractor Engagement																						
USBR Staff Briefings																						
NEPA																						
Draft EA																						
Consultations (Informal/Formal)																						
Final EA/FONSI																						
Federal Acknowledgement																						
External Federal Partnering																						
USBR Staff Engagement																						
Proposal Development																						
GSA, Water Board, and other engagement																						
Develop strategy to advance NEPA and Federal Acknowledgement																						

This page intentionally left blank.

CARMICHAEL WATER DISTRICT

January 2026 Engineering Department Report

Engineering Manager, Greg Norris P.E.

CAPITAL IMPROVEMENT PROJECTS

La Sierra ASR Well Project: Project is close to substantial completion as all work is complete, except for the well pump and landscaping. After installation, the pump motor did not operate as planned, which then required the contractor to pull the installed pump from the well to re-test it and then diagnose the problem. Contractor has been informed by manufacturer that they will return pump back to contractor by January 15, 2026.

Winding Way and Ladera ASR Wells Project: The Garney/Dewberry Team submitted the 60% design on December 19, 2025 as scheduled. District staff subsequently met with the Garney/Dewberry team on January 6, 2026 for a 60% workshop which included acceptance of the 60% design with selection of any outstanding options. The GMP is planned to be finalized and presented to the Board at the February regular meeting.

La Vista Tank and Booster Well Project: See monthly Informational Board Memo.

Garfield/Engle Mainline Replacement

The District released a RFP for the engineering design of new mainline pipe on Garfield Ave between Robertson and Cypress, and on Engle between Garfield and Duca Ln. The District received 5 proposals by the November 13, 2025 due date. District staff have reviewed the proposals and have recommended an agreement with Bennett Engineering to begin design. See Board Memo submitted this month.

SCADA Project: District staff recommended to the Board to approve a contract with AIC to design the SCADA system. The Board approved the contract at its November meeting. AIC is proceeding with design which includes the District's selected VTSCADA software.

Garfield Well Generator/Electrical Upgrade Project: The Garfield Well generator project is ongoing. The new generator was delivered on December 22, 2025.

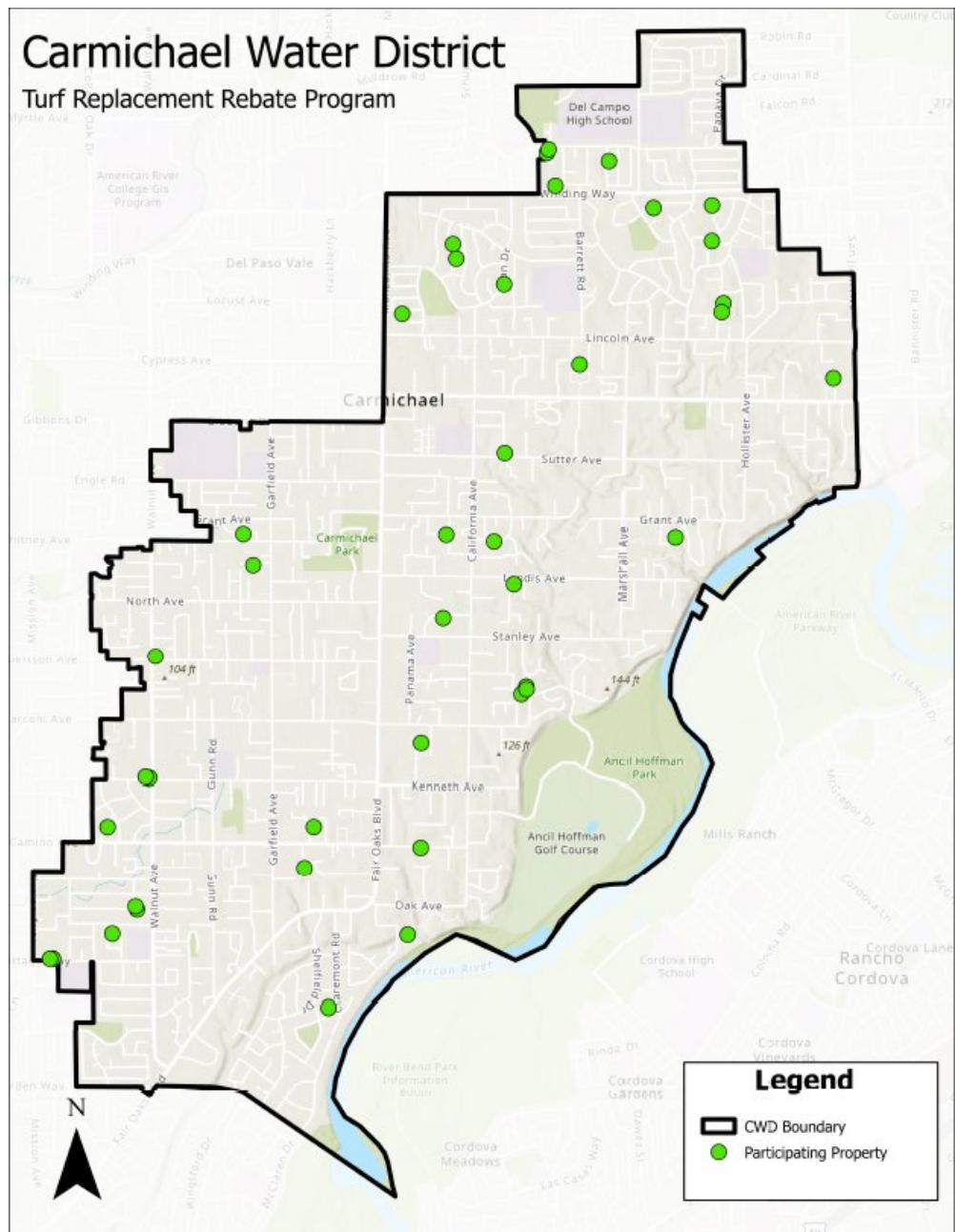
Claremont/FOB Pipeline: A Notice to Proceed was issued to Flowline Contractors on June 27, 2025. Work on the FOB portion of the project between California Ave and Johnson Lane is complete. Work now is focused along Claremont Avenue and with any of its associated tie-ins. The current contract completion date is January 12, 2026. To date, six change orders have been completed to increase the contract amount a total of \$245,360.07.

MISCELLANEOUS

Turf Replacement: The final number of projects completed through the District's turf replacement program with financial assistance from the USBR WaterSmart program is 41, having a total of **46,520** square feet of turf replaced. The map below shows the locations of the projects. The District has rebated \$71,218 through the program.

Carmichael Water District

Turf Replacement Rebate Program



Electronic Sign

District Staff are obtaining quotes from local contractors to install the sign. Once quotes are received, a final proposal will be brought to the Board for consideration.

Winding Ranch Development

District staff are working with the contractor to ensure connections and system expansions are correct. The District has reviewed and approved the public utility easements on the commercial side and the developer is in the process of recording them with the County.

CARMICHAEL WATER DISTRICT
DECEMBER 2025 BILLING DEPARTMENT REPORT
Billing Supervisor, Cecilia D.

Compared to the prior month, billing units decreased by 7% percent and total billing declined by 2%. For the same month last year, December 2025 billing units are 3% higher and total billing is 11% higher. Year over year, YTD billing units are 13% lower overall, however, total billing is 2.2% higher.

BILLING ACTIVITY					FY 25-26	FY 24-25	
Billing Month	Billing Period	Billing Units*	Usage Charges	Service Charges	Billing Totals	Billing Totals	Billing Units*
Aug-2025	July	482,073	\$ 1,190,720	\$ 898,603	\$ 2,089,322	\$ 2,110,104	570,814
Sep-2025	August	444,720	\$ 1,098,458	\$ 899,837	\$ 1,998,295	\$ 1,921,979	487,443
Oct-2025	September	448,696	\$ 1,108,279	\$ 901,393	\$ 2,009,673	\$ 1,846,180	453,927
Nov-2025	October	275,503	\$ 680,492	\$ 901,919	\$ 1,582,411	\$ 1,662,982	372,814
Dec-2025	November	155,709	\$ 384,602	\$ 902,051	\$ 1,286,652	\$ 1,318,464	220,319
Jan-2026	December	145,335	\$ 358,978	\$ 902,709	\$ 1,261,687	\$ 1,139,410	141,063
YTD Totals		1,952,036	\$ 4,821,529	\$ 5,406,512	\$ 10,228,041	\$ 9,999,119	2,246,381

* 1 Unit = 100 CCF (Centum Cubic Feet) = 748 Gallons.

Billing Units are based on current meter reading period, i.e., Current Billing Period = 11/19/25 – 12/22/25, and may differ from Production reported numbers due to the meter read billing cutoff dates.

COLLECTIONS: Processed & Total Outstanding A/R Amounts

The Total 61–90 Days column represents the delinquent amounts that will be included in January's final notice and collections processes. The Outstanding A/R amounts indicate the balances remaining at month-end, representing 14 percent of total billings, or approximately 1,600 customers.

Date	Total on APS*	Total Off	Total # Liened	Total \$ Liened	Total 61 - 90 Days	Total Outstanding A/R **
June 2025	1	9	7	\$ 3,211	\$ 13,268	\$ 175,930
FY 25-26						
July	1	9	7	\$ 3,236	\$ 13,395	\$ 358,273
August	0	9	7	\$ 3,763	\$ 17,471	\$ 389,815
September	0	12	8	\$ 4,280	\$ 26,610	\$ 281,307
October	0	11	9	\$ 5,015	\$ 18,924	\$ 219,430
November	0	10	9	\$ 5,055	\$ 24,356	\$ 280,833
December	0	11	10	\$ 6,173	\$ 24,869	\$ 177,656

* APS = Alternative Payment Schedule

** Includes Total Liened and 61-120 Days Amounts

This page intentionally left blank.

CARMICHAEL WATER DISTRICT

Production Superintendent, DAVID BIAGI

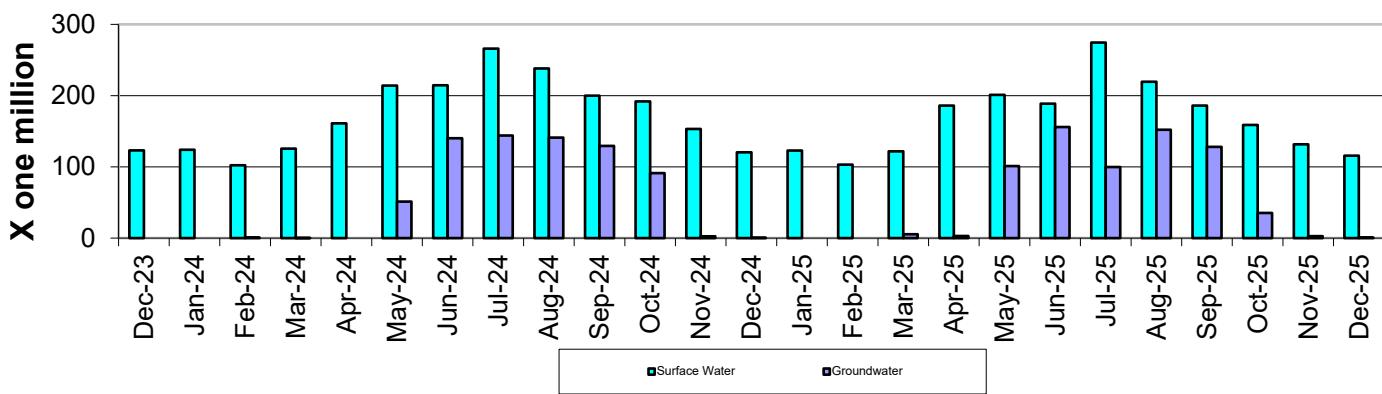
December 2025 Water Production Board Report



CWD Monthly Water Production 2015-2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	MGD Totals	Acre/Ft
2025-26	374.27	371.54	314.05	194.22	134.44	116.37							1505	4618
2024-25	409.91	379.28	329.43	283.13	155.68	117.11	122.95	103.10	127.03	188.90	302.12	344.62	2863	8787
2023-24	381.87	376.96	305.79	246.50	153.18	123.06	114.25	102.90	125.55	160.99	265.26	354.84	2712	8322
2022-23	371.77	358.96	299.37	267.16	149.16	124.91	115.19	107.14	109.89	165.79	255.81	310.23	2635	8088
2021-22	381.78	354.31	318.00	232.62	127.07	114.90	116.95	138.86	181.17	183.76	282.17	327.46	2759	8467
2020-21	408.04	402.05	335.66	294.53	188.58	140.24	125.19	110.64	145.91	237.20	332.59	371.58	3092	9490
2019-20	378.84	381.60	314.85	259.58	201.55	122.39	113.09	135.71	153.23	181.81	281.40	360.18	2884	8851
2018-19	387.57	361.56	314.04	259.22	187.67	121.80	111.84	96.07	109.20	158.03	226.19	317.21	2650	8134
2017-18	399.61	383.76	323.74	270.59	140.87	129.07	113.92	117.16	115.88	148.80	258.57	335.23	2737	8400
2016-17	357.82	353.35	299.41	193.38	123.16	115.61	113.47	96.26	116.84	123.76	268.14	332.52	2494	7653
Avg.	385.15	372.34	315.43	250.09	156.14	122.60	116.32	111.99	131.63	172.12	274.69	339.33	2759	8466
Daily	12.42	12.01	10.51	8.07	5.20	3.95	3.75	4.00	4.25	5.74	8.86	11.31		

CWD Combined Surface & Ground Water Usage



December CWD Total Production		MG
Surface Water	99%	115.659
Groundwater	1%	.713

Production	Up/ Down	Month	Up/ Down	10-Year Running Average
Production from same month last year	Down	0.5%	Down	5%
Dec 2025 Average Daily Production		3.74 MG		
Peak Day – Dec 10th		4.07 MG		

GSWC Delivery: CWD delivered 140.010 MG or 429.67 Acre/Ft to GSWC in December.

There were four (4) water quality complaints in December. The complaints were promptly investigated, and the area was thoroughly flushed when necessary.

Water Quality Activity

- ✓ Taste & Odor: 0
- ✓ Color: 1
- ✓ Turbidity (Air): 0
- ✓ Suspended Solids: 0
- ✓ Low Pressure: 3

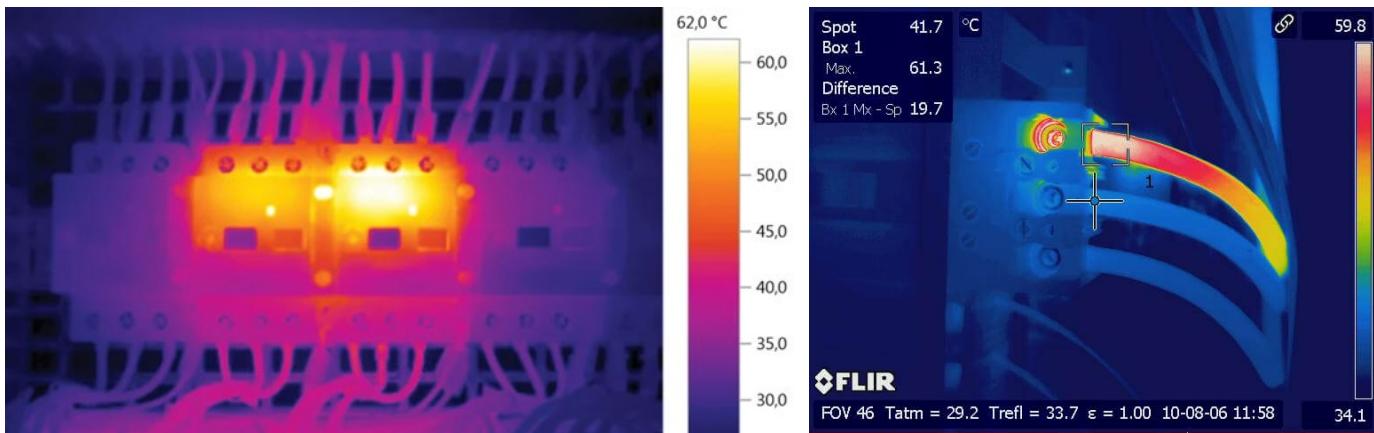
Backflow Devices Tested

- ✓ Tested: 64
- ✓ New Devices: 0
- ✓ Failed Tests: 4

Maintenance Activity

- ✓ Secondary Cl₂ CIP: 3
- ✓ Instrument Calibrations: 6
- ✓ Module Repair: 107
- ✓ New Module Install: 54

American River Flows: Releases from Folsom Dam have remained at 1000 CFS from October 3, 2025, to December 19, 2025, when storms increased flows. The average high temperature for November was 64 degrees, with 3.2 inches of rainfall, and the average high temperature for December was 53 degrees, with 3.24 inches of precipitation. November demand dropped by 31% from October and 31% compared to the same period the previous year. In comparison, December demand was similar to the same month last year and down 5% from the ten-year average. Surface water production made up 99% of the total CWD output for the month. The average total diversion from the Bajamont Water Treatment Plant was 8.247 million gallons per day (MGD), including 4.5 MGD for Golden State Water Company.



Examples of thermal images

Electrical System Infared Study: On December 16, 2025, Infrared Testing Inc. was contracted through JPIA to perform an electrical infrared inspection at the Carmichael Water District's Bajamont Membrane Filtration Plant. Infrared inspections, also known as thermography or thermal imaging, use specialized cameras to detect heat patterns and temperature variations in electrical systems. These non-contact scans reveal "hot spots" caused by issues like loose connections, overloads, imbalances, or corrosion—problems that often precede failures. Thermography identifies overheating components before they fail, allowing proactive repairs. This prevents catastrophic breakdowns, equipment damage, and potential fires.

Thermographic Electrical/Mechanical Inspection Report

- 0 Critical Problems
(**Priority I** - Corrective action required **IMMEDIATELY.**)
- 0 Serious Problems
(**Priority II** - Corrective action required as soon as possible.)
- 0 Advisory Problems
(**Priority III** - Corrective action required at next scheduled shutdown.)

We have isolated 0 possible problems.

<i>Customer Survey Checklist:</i>		Carmichael Water District, Bajamont Membrane Filtration Plant, 3501 Bajamont Way, Carmichael, CA 95608	
Location	Component	Description	Problem
1. RAW WATER BUILDING	DISTRIBUTION PANEL	PP-26	
	BREAKER PANEL	LP26A	
	TRANSFORMER	30 KVA	
	VARIABLE FREQUENCY DRIVE	RWP 114	
		RWP-113	
		RWP-112	
		RWP-111	
	BREAKER PANEL	48VDC PANELBOARD	
	SWITCHGEAR	1-6 BACKSIDE	
2. TREATED WATER ROOM	TRANSFORMER	112.5 KVA	
	BREAKER PANEL	LP12A	
	MOTOR CONTROL CENTER	MCC-25	
		MCC-12	
	VARIABLE FREQUENCY DRIVE	TWP-722	
		TWP-721	
		TWP 712	OFF
		TWP-711	
	SWITCHGEAR	1-2 BACKSIDE	
3. SOLIDS ROOM	CONTROL PANEL	CTRL-619	
		SR-2	
4. MECHANICAL ROOM	BREAKER PANEL	UPS PANEL	
		LP12AA	

This page intentionally left blank.

CARMICHAEL WATER DISTRICT
DISTRIBUTION SUPERINTENDENT, Lucas Campbell
December 2025 Water Distribution Board Report

December CIP/ O&M Repair Work

Capital Improvements/Replacements

- Service Line:1
- Fire Hydrant: 0
- Main Line Valve: 0
- New Construction Meters: 0
- New Hydrant Valve: 0
- Air Relief Valves – 0
- 1"Meter Replacements: 73
- 1.5" & 2" Meter Replacements: 17

O and M Repair Work

- Service Line:3
- Fire Hydrant: 0
- Main Line: 1
- Meter Boxes: 1
- Main Line Valve Boxes: 0
- Registers Change Out: 1
- Hydrant Inspections: 1
- Valves Exercised: 134
- Antenna: 33
- Large Meter /UME: 0

Customer Assist

- Call Outs: 22
- Private Repairs: 5
- Water Waste: 7
- Lock/Unlock: 9
- High/Low Pressure: 1
- USA: 130

Carmichael Water District Supports CIM to a Successful 2025 Race Event



Carmichael Water District

Congratulations CIM runners!

Carmichael Water District is proud to support CIM athletes as the event's first and only water district partner, providing a local and sustainable hydration source to supply aid stations with water along the course throughout Carmichael

The Carmichael Water District (CWD) Distribution Department successfully supported the California International Marathon (CIM) by providing onsite treated drinking water for all running participants within the Carmichael service area. Four fire hydrants were utilized throughout the district to supply clean, reliable water to designated aid stations, ensuring runners' hydration needs were met safely and efficiently. This effort significantly reduced fuel costs associated with trucking water to the event and minimized regional water waste by supplying only the amount of water needed at each individual location.

The following hydrant locations were established by CWD for CIM-requested aid stations:

- **Hill Grove Apartments**
8633 Fair Oaks Blvd, Carmichael, CA 95608
Installed by 5:45 a.m.
- **Burger King**
7201 Fair Oaks Blvd, Carmichael, CA 95608
Installed by 5:45 a.m.
- **6031 Fair Oaks Blvd**
Carmichael, CA 95608
Installed by 6:00 a.m.
- **Shell Station**
5103 Fair Oaks Blvd, Carmichael, CA 95608
Installed by 6:15 a.m.



As the first and only water district to participate in providing clean drinking water during the event's 42-year history, CWD was honored to support CIM and contribute to a more sustainable and efficient marathon operation.

A quote from CIM Course Director: Brendan Greg

Just wanted to send a quick note to say a huge thank you for all you and your team did to make yesterday such a success. I'd be more than happy to hear any feedback about how things went on your end, but everything I have seen and heard so far from our perspective has been nothing but positive.

The aid station volunteer groups I spoke with were all thrilled about the operations of the hydrant set-up, and every site I was able to make it to personally looked great. Having a local water source was absolutely huge for our sustainability efforts and it was awesome to roll by each hydrant location as part of our cleanup convoy and not see any wasted water on course at those aid stations. Thank you to you and all of your staff for making it happen.



Valve Exercising and Flushing Program

Carmichael Water District (CWD) typically conducts valve exercising and distribution system flushing activities during the winter and spring months as part of its ongoing Operations and Maintenance (O&M) program. This timeframe is ideal for these activities because overall customer water demand is lower, which minimizes operational impacts on the Bajamont Water Treatment Plant (WTP). Additionally, the region generally receives increased precipitation during these months, further reducing system demand and allowing flushing activities to be completed more efficiently.

During this period, Distribution staff perform unilateral flushing concurrently with valve exercising. This coordinated approach allows crews to verify that isolation valves are operating properly and can effectively shut down sections of the distribution system while flushing for water quality purposes. Conducting these activities together improves operational efficiency and helps ensure the reliability of critical system components.

The Distribution Department has recently updated how valve exercising O&M activities are tracked and documented. CWD's GIS Department has played a pivotal role in helping develop and implement this enhanced process, making the transition seamless. Each valve exercised using the Wachs valve exercising machine is documented in real time using a tablet. The tablet records key data, including the valve's GPS coordinates, the number of turns required to fully operate the valve, valve size, and any operational issues or deficiencies identified during exercising.

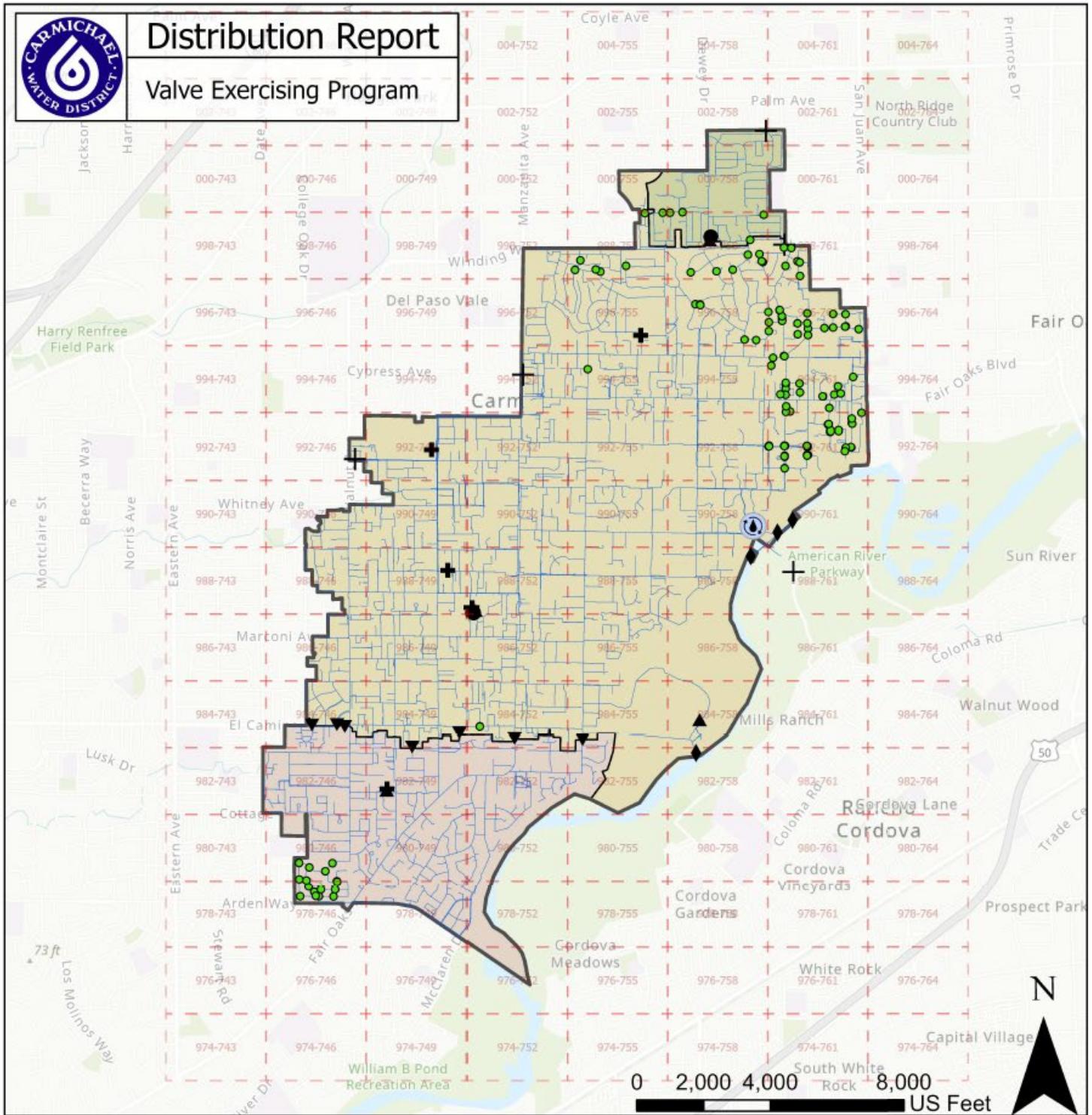
This information is automatically uploaded to the GIS-based "Valve Exercising Map," which allows staff to track valve exercising progress by GIS grids throughout the District. This enhanced tracking system provides improved visibility into system condition, supports proactive maintenance planning, and ensures valves are exercised on a systematic and consistent cycle. As a result, the Distribution Department has significantly improved the efficiency, accuracy, and effectiveness of CWD's valve exercising O&M program.





Distribution Report

Valve Exercising Program



CWD Valve Summary

The following list states the valves in Carmichael Water District.

Total Valves (3,759)

- Mainline Valves (2,496)
- Hydrant Valves (1,263)

Total Exercised Valves (802)

- December (134)

Legend

Exercised Valves	Interties
• December 2025 (134)	+
Print Grids	Pipelines
Print Grids	District Boundary
Water Structures	District Boundary
● Reservoir	Upper Zone (Zone 1)
▼ Reducing Station	Middle Zone (Zone 2)
+	Lower Zone (Zone 3)
Well	
▲ Booster Station	
◆ Diversion	
Water Treatment Plant	

Carmichael Water District Corporation Yard Tree Removal Completed

The trees located on the property at 4035 Johnson Ln have been successfully removed. This property shares a boundary wall with 7837 Fair Oaks Blvd. Over time, the trees had grown and encroached onto the cinder block wall separating the two properties. The overgrowth caused significant structural damage to the wall on the 7837 Fair Oaks Blvd side, specifically within the corporation yard area.

With the removal of the trees, the weight previously exerted on the wall has been relieved, mitigating the risk of future damage. At this time, the wall appears to be structurally sound, and there are no immediate concerns regarding its integrity. However, CWD will be requesting quotes from licensed masonry contractors to further verify the wall's condition and to determine any necessary repairs.



Before



After



Current Projects (Continued)

- **Claremont/Fair Oaks Blvd Water main/AC Overlay Project:** Flow Line is nearing completion of the first phase of the project which was located in front of the District headquarters, Leos Ln and Miles Ln. Sacramento County has now postponed the overlay project until 2026 due to timing and upcoming weather conditions.
- **Sacramento County AC Overlay Phase D (Continued):** Sacramento County has completed the overlay project in the areas of Kenneth Ave, west of Walnut Ave continuing south to El Camino Ave. Planet Paving is currently raising the water valves within the AC overlay limits.

BOARD OF DIRECTORS

DECEMBER 2025 MEETING ATTENDANCE

MEETINGS ATTENDED		DIRECTORS				
DATE	DESCRIPTION	DAVIS	EMMERSON	NELSON	GREENWOOD	SELSKY
12/1 12/2						
12/3 12/4	ACWA Fall Conference		4		4	
12/9 12/22	CWD - Special Board Meeting	2	2	2	2	2
12/11	RWA Holiday Social				1	
TOTAL MEETINGS ATTENDED		2	6	2	7	2

DECEMBER 2025 EXPENSE COMPENSATION/REIMBURSEMENT

MEETINGS COMPENSATED						
DATE	DESCRIPTION	DAVIS	EMMERSON	NELSON	GREENWOOD	SELSKY
12/1 12/2						
12/3 12/4	ACWA Fall Conference				4	
11/9	CWD - Training/Meeting				1	
11/17	CWD - Regular Board Meeting	1	1	1	1	1
11/10 12/9	CWD - Special Board Meeting		1	1	2	1
11/13	RWA - Regular Board Meeting				1	
10/28	RWA - Executive Committee				1	
11/24	SGA - Meeting					1
12/11	RWA Holiday Social				1	
TOTAL # COMPENSATED		1	2	2	11	3
TOTAL \$ COMPENSATED		\$152.00	\$304.00	\$304.00	\$1,672.00	\$456.00
TOTAL REIMBURSEMENTS					\$1,236.70	\$37.40

FISCAL YEAR 2025-2026 SUMMARY

	DAVIS	EMMERSON	NELSON	GREENWOOD	SELSKY
FYTD # MEETINGS ATTENDED	13	18	15	37	18
FYTD # MEETINGS COMPENSATED	7	7	13	43	13
FYTD \$ MEETINGS COMPENSATED	\$1,064.00	\$1,064.00	\$1,976.00	\$6,536.00	\$1,976.00
FYTD EXPENSE REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$1,236.70	\$37.40