AMENDED AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
EL DORADO IRRIGATION DISTRICT
District Headquarters, Sly Park A and B Conference Rooms
2890 Mosquito Road, Placerville, California
January 11, 2016 ~ 9:00 A.M.

Board of Directors
BILL GEORGE
BOARD PRESIDENT
Division III

GEORGE W. OSBORNE
BOARD VICE PRESIDENT
Division I

Greg Prada
Board Director
Division II

Dale Coco, MD
Board Director
Division IV

Alan Day
Board Director
Division V

General Manager and Executive Staff
JIM ABERCROMBIE
GENERAL MANAGER

THOMAS D. CUMPSTON
GENERAL COUNSEL

Jennifer Sullivan, Clerk to the Board

Jesse Saich, Communications

Brian Mueller, Engineering

Mark Price, Finance

Jose Perez, Human Resources

Tim Ranstrom, Information Technology

Tom McKinney, Operations

In accordance with the Americans with Disabilities Act and California law, it is the policy of the El Dorado Irrigation District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or e-mail at adacoordinator@eid.org at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING: Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.
CALL TO ORDER
   Roll Call
   Pledge of Allegiance
   Moment of Silence

ADOPT AGENDA

COMMUNICATIONS
   General Manager’s Employee Recognition

APPROVE CONSENT CALENDAR
   Action on items pulled from the Consent Calendar

PUBLIC COMMENT

COMMUNICATIONS
   Board of Directors
      Brief reports on community activities, meetings, conferences, and seminars attended by the
      Directors of interest to the District and the public.
   Clerk to the Board
   General Manager

CONSENT CALENDAR

1. Finance (Pasquarello)
   Ratification of EID General Warrant Registers for the periods ending December 8,
   December 15, December 22, and December 29, 2015, and Board and Employee Expense
   Reimbursements for these periods.

   Option 1: Ratify the EID General Warrant Registers as submitted to comply with Section
   24600 of the Water Code of the State of California. Receive and file Board and
   Employee Expense Reimbursements.
   Option 2: Take other action as directed by the Board.
   Option 3: Take no action.

   Recommended Action: Option 1.

2. Clerk to the Board (Sullivan)
   Approval of the minutes of the December 14, 2015, regular meeting of the Board of Directors.

   Option 1: Approve as submitted.
   Option 2: Take other action as directed by the Board.
   Option 3: Take no action.

   Recommended Action: Option 1.
Consent Calendar continued

3. **Office of the General Counsel (Cumpston)**
   Ratification of Resolution No. 2015-010, to maintain emergency declaration.

   Option 1: Ratify Resolution No. 2015-010 *thus maintaining the drought emergency declaration for purposes of bidding, contracting, and CEQA compliance*.
   Option 2: Decline to ratify Resolution No. 2015-010 *thus terminating the drought emergency declaration for purposes of bidding, contracting and CEQA compliance*.
   Option 3: Take no action *thus terminating the general drought emergency declaration for purposes of bidding, contracting and CEQA compliance*.

   **Recommended Action:** Option 1 (four-fifths vote required for purposes of bidding and contracting).

4. **Engineering (Eden-Bishop)**
   Consideration to adopt a resolution authorizing the General Manager to sign and submit a grant proposal to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants FY 2016 for the Upper Main Ditch Piping Project, Project No. 11032.

   Option 1: Adopt a resolution authorizing the General Manager to sign and submit a grant proposal to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants FY 2016 for the Upper Main Ditch Piping Project, Project No. 11032.
   Option 2: Take other action as directed by the Board.
   Option 3: Take no action.

   **Recommended Action:** Option 1.

5. **Operations (Strahan)**
   Consideration to award a contract to Eurofins Eaton Analytical Labs for 2016 analytical services for drinking and source water samples in an amount not to exceed $77,000.

   Option 1: Approve a contract with Eurofins Eaton Analytical for 2016 drinking water and source water analytical services in the amount not to exceed $77,000.
   Option 2: Take other action as directed by the Board.
   Option 3: Take no action.

   **Recommended Action:** Option 1.

**END OF CONSENT CALENDAR**
PUBLIC HEARING ~ 9:00 A.M.

6. Office of the General Manager / Finance (Abercrombie / Price)
   Public Hearing to consider proposed resolution approving the implementation of water and recycled water rate increases for 2016-2020 of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater rates, and revising the Small Farm and Agriculture with Residence water rates to include Tier II potable water pricing all as proposed in the November 23, 2015 Proposition 218 notice; consideration to approve a 5-year extension of the Water Supply Agreement between the City of Placerville and El Dorado Irrigation District and the implementation of wholesale water rate increases for 2016-2020.

   Option 1: Adopt proposed resolution approving the implementation of water and recycled water rate increases for 2016-2020 of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater rates, and revising the Small Farm and Agriculture with Residence water rate to include Tier II potable water pricing as proposed in the November 23, 2015 Proposition 218 notice and consideration to approve a 5-year extension of the Water Supply Agreement between the City of Placerville and El Dorado Irrigation District and the implementation of the water rate increase for 2016-2020.

   Option 2: Take other action as directed by the Board.

   Option 3: Take no action.

   **Recommended Action:** Option 1.

DIRECTOR ITEMS

7. Board of Directors (Osborne / Coco)
   Consideration to limit Board member compensation.

   Option 1: Limit total individual Board member compensation and benefits to annual pay of $15,000, plus up-to $5,000 for eligible Medical Reimbursements, direct staff to revise AR 12065 and return with a revised expense reimbursement resolution to eliminate reimbursement of Board expenses more than 60 days old, and direct staff to request an updated Healthcare resolution from CalPERS for adoption in 2016 with an effective date of January 1, 2017.

   Option 2: Take other action as directed by the Board.

   Option 3: Take no action.

   **Recommended Action:** Board preference.

8. Board of Directors (George)
   Discussion of 2016 association and community organization assignments.

   Option 1: Concur with Board President George’s recommendation of 2016 association and community organization assignments.

   Option 2: Take other action as directed by the Board.

   Option 3: Take no action.

   **Recommended Action:** Option 1.
ADDED ITEM;

8A. Board of Directors (George)

Adoption of a resolution to designate a member and alternate to the El Dorado County Water Agency Board of Directors.

Option 1: Adopt a Resolution as presented, designating Director Coco as member and Director Osborne as alternate to the El Dorado County Water Agency Board of Directors for the 2016-2020 term.

Option 2: Take other action as directed by the Board.

Option 3: Take no action (upon request of the County Water Agency, the County Board of Supervisors would appoint EID Directors as member and alternate to the County Water Agency Board).

Recommended Action: Option 1.

ACTION ITEMS

9. Engineering (Eden-Bishop)

Consideration of request to execute a cost share agreement with the El Dorado County Water Agency for the Tank 3 In-conduit Hydroelectric, Main Ditch and Deer Creek Change of Use projects in the amount of $535,500.

Option 1: Execute a cost share agreement with the El Dorado County Water Agency for the Tank 3 In-conduit Hydroelectric, Main Ditch and Deer Creek Change of Use projects in the amount of $535,500.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

10. Engineering (Eden-Bishop)

Consideration of: 1) Project Agreement with the Regional Water Authority in the not-to-exceed amount of $12,500 for the Upper Main Ditch Piping Project Proposition 84 Grant; 2) project update; and 3) authorization of funding of $72,500; Project No. 11032.

Option 1: Approve RWA Project Agreement in the not-to-exceed amount of $12,500 and authorize funding of 72,500 for the Upper Main Ditch Piping Project; Project No. 11032.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.
CLOSED SESSION

A. Closed session pursuant to Government Code section 54956.9 (Cumpston)
   Conference with General Counsel – Existing Litigation pursuant to Government Code Section 54956.9(a). Petition requesting change in water rights of the Department of Water Resources and the U.S. Bureau of Reclamation for the California WaterFix Project, State Water Resources Control Board, no case number.

REVIEW OF ASSIGNMENTS

ADJOURNMENT

TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

Finance
- December 31, 2015 FCC cash balances by utility, Information Item, regular Board meeting, February 8 (Price)

Office of the General Counsel
- Presentation of Annual State Legislative Report by Reeb Government Relations, LLC for 2015, Information Item, regular Board meeting, January 25 (Poulsen)
1) **Awards and Recognitions**
   None

2) **Staff Reports and Updates**
   a) Drought Update and Conservation Progress – Summary by Brian Mueller
Stage 2 Drought Update
The District continues to track customer conservation both on a weekly basis and cumulative conservation for the year, and compares the usage to 2013. The District is mandated to reduce water usage by 28% beginning in June as a result of the Governor’s executive order and State Water Board regulations.

As of December 31, 2015 cumulative conservation for water customers was 29% for the year. The monthly conservation for December was 35%, and total conservation since June 2015 has been 30%, both metrics exceeding the State Board mandate.

For recycled water customers, cumulative conservation for the year was 25%. Conservation for the month of December was 45%.

### 2015 vs. 2013* Conservation Progress

<table>
<thead>
<tr>
<th></th>
<th>Weekly Conservation (as of Dec 31)</th>
<th>Monthly Conservation December</th>
<th>YTD Conservation (as of Dec 31)</th>
<th>Cumulative Conservation (June 1 – Dec 31)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potable</td>
<td>37%</td>
<td>35%</td>
<td>29%</td>
<td>30%</td>
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<tr>
<td>Recycled</td>
<td>53%</td>
<td>45%</td>
<td>25%</td>
<td>N/A</td>
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</table>

*2013 baseline per State Water Board standard

Proposed Regulatory Framework for Extended Emergency Conservation Regulation
In November 2015, Governor Brown extended urban water use restrictions until October 31, 2016, should drought conditions persist through January 2016. Also the State Board convened a group of stakeholders to discuss potential modifications of the current emergency regulation and held a workshop on December 7, 2015 to solicit further input. As a result, State Board staff recently issued a proposed regulatory framework with modifications.

The proposed framework includes a climate adjustment that would reduce the conservation requirement by up to four percentage points for suppliers located in the warmest regions of the State. The climate adjustment would be based on evapotranspiration rates in our service area for the months of July-September compared to the Statewide average for the same months. Our preliminary calculation indicates the District would qualify for the maximum 4% reduction in conservation based on our ET measurements in Camino.

The proposed framework also includes a growth adjustment, where our baseline water use would be increased to account for new service connections since 2013. The volume of water attributed to new connections would be added to the 2013 baseline, resulting in a decrease to our conservation volume requirement but not our conservation standard percentage. Staff is currently collecting data to determine how this would affect our conservation requirement, but it would essentially raise the “blue line” and “red line” slightly on our weekly potable water conservation chart that is presented each meeting and displayed on our website.

Attachments
A. Drought and conservation charts
Jenkinson Lake at Sly Park
Reservoir Conditions
(as of December 31, 2015)

Current Level: 27,822 AF
68%
End of Month as of: 12/31/2015

Historical Average

Reservoir Capacity: 41,033 AF

Water Year (October 1 - September 30)

Historical Average
Reservoir Capacity
WY1977
WY2015
WY2016
Caples Lake
Reservoir Conditions
(as of December 31, 2015)

Current Level: 14,254 AF
64%
Current Capacity
as of: 12/31/2015

End of Month
Historical Average

Water Year (October 1 - September 30)

Reservoir Capacity: 22,340 AF
Folsom Lake Storage Levels
(as of January 3, 2015)

Reservoir Capacity (acre-feet)

Current Level: 243,331 AF
25% of Total Capacity
as of: 1/3/2016

51% Historical Average for this date
Folsom Lake
Elevation Level Forecast
(as of December 31, 2015)
Potable Water Conservation Progress
Weekly Comparison – 2015 vs. 2013
(as of December 31, 2015)

Water Production (acre-feet)

Jan  Feb  Mar  Apr  May  Jun  Jul  Aug  Sep  Oct  Nov  Dec  Jan

2013*  Goal: 2013 less 28%  2015 YTD

*2013 baseline per State Water Board and RWA standard
Potable Water Conservation Progress
Monthly Comparison – 2015 vs. 2013
(as of December 31, 2015)

Water Production (acre-feet)

- 2013*
- Goal: 2013 less 28%
- 2015 YTD

*2013 baseline per State Water Board and RWA standard
State Water Board Compliance Tracking
Potable Water Conservation – 2015 vs. 2013
(June 1, 2015 – December 31, 2015)

*El Dorado Irrigation District requirement - 28%
Potable Metered Use Comparison
2015 Year to Date (cubic feet)
(as of December 30, 2015)

<table>
<thead>
<tr>
<th>Category</th>
<th>2013</th>
<th>2015</th>
<th>% CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>1,265,451,654</td>
<td>879,185,860</td>
<td>-30.52%</td>
</tr>
<tr>
<td>AG</td>
<td>154,127,013</td>
<td>115,089,770</td>
<td>-25.33%</td>
</tr>
<tr>
<td>COM</td>
<td>116,684,469</td>
<td>90,706,859</td>
<td>-22.26%</td>
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<tr>
<td>MFRES</td>
<td>68,056,911</td>
<td>50,373,500</td>
<td>-25.98%</td>
</tr>
<tr>
<td>MU</td>
<td>57,999,400</td>
<td>39,606,000</td>
<td>-31.71%</td>
</tr>
<tr>
<td>REC TURF</td>
<td>52,489,779</td>
<td>35,362,100</td>
<td>-32.63%</td>
</tr>
<tr>
<td>SFRES</td>
<td>729,347,373</td>
<td>491,818,630</td>
<td>-32.57%</td>
</tr>
<tr>
<td>SMALL FARM</td>
<td>86,746,709</td>
<td>56,229,001</td>
<td>-35.18%</td>
</tr>
</tbody>
</table>

60% of 2013 Domestic Irrigation use was rolled into the 2013 Single Family Residential category. The remaining 40% was rolled into the 2013 Small Farm category.
Recycled Water Conservation Progress
Weekly Comparison – 2015 vs. 2013
(as of December 31, 2015)

*2013 baseline per State Water Board and RWA standard
Recycled Water Conservation Progress
Monthly Comparison – 2015 vs. 2013
(as of December 31, 2015)

*2013 baseline per State Water Board and RWA standard
Recycled Metered Use Comparison
2015 Year to Date (cubic feet)
(as of December 10, 2015)

<table>
<thead>
<tr>
<th></th>
<th>2013</th>
<th>2015</th>
<th>% CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL USE</td>
<td>138,245,639</td>
<td>102,282,100</td>
<td>-26.01%</td>
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<tr>
<td>COM</td>
<td>32,100,100</td>
<td>23,084,500</td>
<td>-28.09%</td>
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<tr>
<td>REC TURF</td>
<td>25,610,900</td>
<td>18,572,700</td>
<td>-27.48%</td>
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<tr>
<td>RES DUAL</td>
<td>80,534,639</td>
<td>60,624,900</td>
<td>-24.72%</td>
</tr>
</tbody>
</table>

Cubic Feet
El Dorado Irrigation District
Annual Rainfall Totals
(as of December 31, 2015)

Rainfall (Inches)

Water Year: October 1 - September 30

- Annual Rainfall
- 10 Yr Avg
El Dorado Irrigation District
Monthly Rainfall Comparison
(as of December 31, 2015)

Water Year: October 1 - September 30

- 2016 WY
- 2015 WY
- 10 Yr Avg
National Weather Service
1-month outlook
(as of December 31, 2015)
U.S. Seasonal Drought Outlook
Drought Tendency During the Valid Period

Valid for December 17 - March 31, 2016
Released December 17, 2015

Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

Author:
Brad Pugh
NOAA/NWS/NCEP/Climate Prediction Center

http://go.usa.gov/3eZ73
Subject: Ratification of EID General Warrant Registers for the periods ending December 8, December 15, December 22, and December 29, 2015, and Board and Employee Expense Reimbursements for these periods.

Previous Board Action:
February 4, 2002 – The Board approved to continue weekly warrant runs, and individual Board member review with the option to pull a warrant for discussion and Board ratification at the next regular Board meeting.

August 16, 2004 – Board adopted the Board Expense Payments and Reimbursement Policy.


Board Policies (BP), Administrative Regulations (AR), and Board Authority:
Section 24600 of the Water Code of the State of California provides no claim is to be paid unless allowed by the Board.

Summary of Issue:
The District’s practice has also been to notify the Board of proposed payments by email and have the Board ratify the Warrant Registers. Copies of the Warrant Registers are sent to the Board of Directors on the Friday preceding the Warrant Register’s date. If no comment or request to withhold payment is received from any Director by the following Tuesday morning, the warrants are mailed out and formal ratification of said warrants is agendized on the next regular Board agenda.

On April 1, 2002, the Board requested staff to expand the descriptions on the Warrant Registers and modify the current format of the Warrant Registers.

On July 30, 2002, the Board requested staff to implement an Executive Summary to accompany each Warrant Register which includes all expenditures greater than $3,000 per operating and capital improvement plan (CIP) funds.
**Staff Analysis/Evaluation:**
Warrant registers submitted for December 8, December 15, December 22, and December 29, 2015, and Board and Employee Expense Reimbursements for these periods.

**Current Warrant Register Information**
Warrants are prepared by Accounts Payable; reviewed and approved by the Accounting Manager; the Director of Finance and the General Manager or their designee.

<table>
<thead>
<tr>
<th>Register Date</th>
<th>Check Numbers</th>
<th>Amount</th>
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<td>December 8, 2015</td>
<td>650348 – 650475</td>
<td>$991,103.91</td>
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<td>December 15, 2015</td>
<td>650476 – 650623</td>
<td>$731,017.83</td>
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<tr>
<td>December 22, 2015</td>
<td>650624 – 650756</td>
<td>$1,183,093.42</td>
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<tr>
<td>December 29, 2015</td>
<td>650757 – 650866</td>
<td>$482,270.19</td>
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**Current Board/Employee Expense Payments and Reimbursement Information**
The items paid on Attachment A and B are expense and reimbursement items that have been reviewed and approved by the Clerk to the Board, Accounting Manager and the General Manager before the warrants are released. These expenses and reimbursements are for activities performed in the interest of the District in accordance with Board Policy 12065 and Resolution No. 2007-059.

Additional information regarding employee expense reimbursement is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

**Board Decision/Options:**
Option 1: Ratify the EID General Warrant Registers as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Staff/General Manager’s Recommendation:**
Option 1.

**Support Documents Attached:**
Attachment A: Board Expenses/Reimbursements
Attachment B: Employee Expenses/Reimbursements totaling $100 or more
Tony Pasquarello
Accounting Manager

Mark Price
Director of Finance (CFO)

Jennifer Sullivan
Clerk to the Board

Jim Abercrombie
General Manager
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>William George</th>
<th>Alan Day</th>
<th>George Osborne</th>
<th>Dale Coco, MD</th>
<th>Greg Prada</th>
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<td>Personal Vehicle Expense</td>
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<td>Zol Whitman</td>
<td>Water Treatment Plant Operator Training and Certification Fee</td>
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<td>Mallory Sisneros</td>
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<td>Bob Rice</td>
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<td>Seth Borba</td>
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<td>Brian Poulsen</td>
<td>Travel Expenses for ACWA Fall Conference</td>
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<td>Cappie Jones</td>
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<td>Dan Corcoran</td>
<td>Travel Expenses for ACWA Fall Conference</td>
<td>$1,639.18</td>
<td></td>
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**Attachment B**

Employee Expenses/Reimbursements  
Warrant Registers dated 12/08/15 - 12/29/15

$4,244.14
MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
EL DORADO IRRIGATION DISTRICT
District Board Room, 2890 Mosquito Road, Placerville, California
December 14, 2015 ~ 9:00 A.M.

Board of Directors
BILL GEORGE
BOARD PRESIDENT
Division III

GEORGE W. OSBORNE
BOARD VICE PRESIDENT
Division I

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General Manager and Executive Staff
JIM ABERCROMBIE
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Tim Ranstrom, Information Technology

Tom McKinney, Operations

In accordance with the Americans with Disabilities Act and California law, it is the policy of the El Dorado Irrigation District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or e-mail at adacoordinator@eid.org at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING: Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.
CALL TO ORDER
President George called the meeting to order at 9:00 A.M.

Roll Call
Board
Present: Directors Osborne, Prada, George, Coco, and Day

Staff
Present: General Manager Abercrombie, General Counsel Cumpston, and Clerk to the Board Sullivan

Pledge of Allegiance and Moment of Silence
President George led the Pledge of Allegiance followed by a moment of silence for our troops protecting us around the world.

ADOPT AGENDA
MOTION: Main motion by Director Osborne and seconded by Director Coco to adopt agenda.

MOTION: Substitute motion by Director Prada and seconded by Director Day to continue Information Item No. 13 on this agenda to a future Board meeting. Directors Prada and Day later withdrew the motion and second.

ACTION: Agenda was adopted.

MOTION CARRIED
Ayes: Directors Osborne, Coco, Prada, George, and Day

NOMINATION AND ELECTION
Public Comment: Joe Fuller, Cameron Park
Ed Willyard, El Dorado Hills

ACTION: Main motion by Director Osborne nominating Director George as Board President. Director Coco seconded the motion.

MOTION CARRIED
Ayes: Directors Osborne, Coco, Prada, George, and Day

MOTION: Main motion by Director Prada nominating Director Day as Board Vice President. Director Day seconded the motion.

MOTION FAILED
Ayes: Directors Prada and Day
Noes: Directors Osborne, George, and Coco

ACTION: Main motion by Director Coco nominating Director Osborne as Board Vice President. Director George seconded the motion.

MOTION CARRIED
Ayes: Directors Osborne, George, and Coco
Noes: Directors Prada and Day
COMMUNICATIONS
General Manager’s Employee Recognition
1) Awards and Recognitions
   a) Congratulations to Rafael Cardoza, who is retiring after 36 years of service. We appreciate his dedication and service. We wish him continued success and happiness in his retirement journey.
   b) Congratulations to Cappie Jones, who is retiring after 23 years of service. We appreciate his commitment to public service, and hope that retirement brings him the contentment and relaxation he has earned.
   c) Congratulations to Buddy Tanner, who retired after 20 years of service. We appreciate all of his contributions to the District's success. We wish him great health and happiness in his well-deserved retirement.
   d) Congratulations to Bob Rice, who is retiring after 7 years of service. He is a dedicated public servant, and proudly represented the District's guiding principles. We wish him great health and relaxation as he begins his retirement journey.
   e) Congratulations, Casey Steel. Casey has been promoted as a replacement to the position of Senior Layout and Fabrication Welder in the Fleet Maintenance Division.
   f) Welcome to the District, Alex Williams. Alex has been hired as a replacement to the position of Industrial Painter in the Fleet Maintenance Division.
   g) Welcome to the District, Ashley Sanne. Ashley has been hired as a replacement to the position of Finance Assistant I in the Utility Billing Division.
   h) Welcome to the District, Heather Lovejoy-Valdez. Heather has been hired as a replacement to the position of Finance Assistant I in the Utility Billing Division.
   i) We received a letter from William C. Lebeck, retired Los Angeles Fire Department Captain in appreciation of Noel Russell, Martin Humbird, Andy Ault, Mark Haverson, and Jorge Lopez for a recent repair to a water main near his home. He wrote “I was immediately impressed by their work and team spirit. There were not wasted efforts or complaints. Just good team activity.” He also wrote “I have seen many great emergency teams and some not so great. I believe the crew that arrived at my residence from EID is one of the best.” He expressed his “sincere thanks and appreciation to each member for their combined efforts in solving a problem quickly, accurately and in a most professional manner.”

APPROVE CONSENT CALENDAR
   ACTION: Director Prada pulled Item Nos. 4 and 6. Consent Calendar was then approved as amended.
   MOTION CARRIED
   Ayes: Directors Osborne, Prada, George, Coco, and Day

PUBLIC COMMENT
   Ed Willyard, El Dorado Hills
   Joe Fuller, Cameron Park
   Sherry Petersen, El Dorado Hills
COMMUNICATIONS

Board of Directors
Director Osborne mentioned that he spoke to several residents regarding the proposed tree removal for the District’s Forebay Dam remediation project.

Director George reported on a number of sessions he attended during the Association of California Water Agencies (ACWA) Fall Conference.

Clerk to the Board
None

General Manager
2) Staff Reports and Updates
   a) Drought Update and Conservation Progress – Summary by Brian Mueller

   Public Comment: Joe Fuller, Cameron Park
                  Ed Willyard, El Dorado Hills

CONSENT CALENDAR

1. Finance (Pasquarello)
   Ratification of EID General Warrant Registers for the periods ending November 3, November 10, November 17, November 24, 2015 and December 1, 2015, and Board and Employee Expense Reimbursements for these periods.

   ACTION: Option 1: Ratified the EID General Warrant Registers as submitted to comply with Section 24600 of the Water Code of the State of California. Received and filed Board and Employee Expense Reimbursements.

   MOTION CARRIED
   Ayes: Directors Osborne, Prada, George, Coco, and Day

2. Clerk to the Board (Sullivan)
   Approval of the minutes of the November 9, 2015, regular meeting of the Board of Directors.

   ACTION: Option 1: Approved as submitted.

   MOTION CARRIED
   Ayes: Directors Osborne, Prada, George, Coco, and Day

3. Office of the General Counsel (Cumpston)
   Ratification of Resolution No. 2015-010, to maintain emergency declaration, and ratification of change from Stage 4 Drought Emergency to Stage 2 Water Warning for Outingdale.

   ACTION: Option 1: Ratified Resolution No. 2015-010 (thus maintaining the general drought emergency declaration for purposes of bidding, contracting, and CEQA compliance), and ratified the change from Stage 4 Drought Emergency to Stage 2 Water Warning for Outingdale.

   MOTION CARRIED
   Ayes: Directors Osborne, Prada, George, Coco, and Day
4. **Clerk to the Board (Sullivan)**
   
   Proposed 2016 Board meeting schedule, rescheduling Board meetings that either fall on legal holidays or present scheduling conflicts.

   **ACTION:** Option 2: Took other action as directed by the Board.
   
   Adopted the proposed 2016 Board meeting schedule and added two tentative Board meeting dates on Monday, May 23 and Monday, July 11, 2016

   **MOTION CARRIED**
   
   Ayes: Directors Day, Prada, Osborne, George, and Coco

5. **Office of the General Counsel (Cumpston)**

   Consideration of three Purchase and Sale Agreements to transfer surplus District properties.

   **ACTION:** Option 1: Approved three Purchase and Sale Agreements to transfer APNs 079-160-68, 317-240-08, and 323-530-03 to adjoining property owners; authorized the General Manager to execute the agreement and take all other necessary actions, upon approval as to form by General Counsel, to effectuate the property sale.

   **MOTION CARRIED**
   
   Ayes: Directors Osborne, Prada, George, Coco, and Day

6. **Finance (Pasquarello)**

   Funding approval for District Capital Improvement Plan (CIP) Projects.

   **Public Comment:** Joe Fuller, Cameron Park

   Prior to approval of this item, staff requested that Project No. 15008 be corrected to Project No. 15032. The correction does not change the project or funding amount.

   **ACTION:** Option 2: Took other action as directed by the Board.
   
   Separated the vote on the consideration of the CIP Projects listed in this agenda item into three votes as follows. 1) FERC C37.8 Water Temperature, Project No. 06021H; FERC C37.1 Fish Monitoring, Project No. 06087H; FERC C37.2 Macroinvertebrate Monitoring, Project No. 06088H; FERC C37.3 Amphibian Monitoring, Project No. 06089H; FERC C37.7 Geomorphology Evaluation, Project No. 06092H; FERC C38 Adaptive Management Program, Project No. 07011H; and FERC C44 Noxious Weed Monitoring, Project No. 08025H; 2) Enterprise GIS, Project No. 14035; and 3) Power Mitigation, Project No. 15032.

   **MOTION CARRIED**
   
   Ayes: Directors Osborne, Prada, George, and Day
   
   Noes: Director Coco
Action Item No. 6 continued

**ACTION:** Option 2: Took other action as directed by the Board. Authorized funding for nine CIP projects in the amount of $461,000; FERC C37.8 Water Temperature, Project No. 06021H; FERC C37.1 Fish Monitoring, Project No. 06087H; FERC C37.2 Macroinvertebrate Monitoring, Project No. 06088H; FERC C37.3 Amphibian Monitoring, Project No. 06089H; FERC C37.7 Geomorphology Evaluation, Project No. 06092H; FERC C37.9 Water Quality, Project No. 07003H; FERC C15 Pesticide Use, Project No. 07010H; FERC C38 Adaptive Management Program, Project No. 07011H; FERC C44 Noxious Weed Monitoring, Project No. 08025H.

**MOTION CARRIED**
Ayes: Directors Day, Osborne, George, and Coco
Noes: Director Prada

**ACTION:** Option 2: Took other action as directed by the Board. Authorized funding for one CIP project in the amount of $65,000 Enterprise GIS, Project No. 14035.

**MOTION CARRIED**
Ayes: Directors Day, Coco, Osborne, Prada, and George

**ACTION:** Option 2: Took other action as directed by the Board. Authorized funding for one CIP project in the amount of $63,500 Power Mitigation, Project No. 15032.

**MOTION CARRIED**
Ayes: Directors Coco, Osborne, and George
Noes: Directors Prada and Day

7. **Office of the General Counsel (P. Johnson)**
Consideration of a resolution to quitclaim easement (APN: 117-010-20).

**ACTION:** Option 1: Adopted Resolution No. 2015-027 to quitclaim the easement.

**MOTION CARRIED**
Ayes: Directors Osborne, Prada, George, Coco, and Day

8. **Office of the General Counsel (P. Johnson)**
Adopt a resolution declaring District property surplus and approving sale or other disposal of surplus property (APN: 327-270-09).

**ACTION:** Option 1: Adopted Resolution No. 2015-028, declaring District property surplus and approved sale or other disposal of surplus property. (APN: 327-270-09).

**MOTION CARRIED**
Ayes: Directors Osborne, Prada, George, Coco, and Day
9. **Office of the General Counsel (P. Johnson)**
   Consideration of a resolution to authorize release and disposal of sewer easements due to relocation (APNs: 120-700-04 and -05).

   **ACTION:** Option 1: Adopted Resolution No. 2015-029, approving and authorizing execution of the abandonment of easement submitted.

   **MOTION CARRIED**
   Ayes: Directors Osborne, Prada, George, Coco, and Day

10. **Office of the General Counsel (P. Johnson)**
    Consideration of a resolution authorizing the grant of an Irrevocable Offer of Dedication for Drainage Easements to the County of El Dorado (APN: 117-570-11).

    **ACTION:** Option 1: Adopted Resolution No. 2015-030, authorizing the grant of an Irrevocable Offer of Dedication for Drainage Easements to the County of El Dorado.

    **MOTION CARRIED**
    Ayes: Directors Osborne, Prada, George, Coco, and Day

**END OF CONSENT CALENDAR**

**PUBLIC HEARINGS ~ 9:00 A.M.**

11. **Office of the General Counsel (Cumpston)**
    Proposed amendment of Board Policy 1010 regarding redistricting.

    Public Hearing opened at 10:54 A.M.

    **ACTION:** Option 1: Approved amendment to Board Policy 1010 as presented by staff.

    **MOTION CARRIED**
    Ayes: Directors Prada, Coco, Osborne, George, and Day

12. **Finance (Pasquarello)**
    Appropriations Limit for Fiscal Year 2016.

    Public Hearing opened at 11:05 A.M.

    **ACTION:** Option 1: Adopted Resolution No. 2015-031, Appropriations Limit Resolution for Fiscal Year 2016.

    **MOTION CARRIED**
    Ayes: Directors Day, Prada, Osborne, George, and Coco
INFORMATION ITEMS

13. Office of the General Counsel (Poulsen)
Presentation of Annual State Legislative Report by Reeb Government Relations, LLC for 2015.

Prior to the presentation of this item, staff requested that the Board continue this item to a future Board meeting date.

ACTION: Motion by Director Coco and seconded by Director Prada to continue this item to the January 25, 2016 regular Board meeting.

MOTION CARRIED
Ayes: Directors Coco, Prada, Osborne, George, and Day

14. Finance / Engineering (Price/Mueller)
Staff response to November 9, 2015 handout regarding the District’s Facility Capacity Charge setting policy.

Public Comment: Ed Willyard, El Dorado Hills
Craig Petersen, El Dorado Hills
Bob Leidigh, Rescue

ACTION: None – Information only.

15. Office of the General Manager (Abercrombie)
Update on Key Performance Indicators and Goals report.

ACTION: None – Information only.

DIRECTOR ITEMS

16. Board of Directors (George)
Parliamentary Procedures.

Public Comment: Ed Willyard, El Dorado Hills
Joe Fuller, Cameron Park

ACTION: None – Information only.
ACTION ITEMS

17. Fleet (Warden)
Consideration to award an addendum to Utility Vehicles Contract RFB P15-02 to purchase two additional vehicles from Ron DuPratt Ford for the original contract price of $93,503.70, including sales tax, and authorize funding in the not-to-exceed amount of $425,000, Project No. 16001.01.

ACTION: Option 2: Took other action as directed by the Board.
Awarded an addendum to contract RFB P15-02 to purchase two 1-ton 4x4 utility vehicles from Ron DuPratt Ford for the original contract price of $93,503.70, including sales tax, Project No. 16001.01 and authorized funding in the contract amount of $93,503.70.

MOTION CARRIED
Ayes: Directors Prada, Day, Osborne, George, and Coco

18. Operations (Washko)
Consideration to award a five-year contract to Denali Water Solutions for Sludge Hauling and Disposal Services from the Deer Creek and El Dorado Hills Wastewater Treatment Plants for an estimated contract total of $1,362,900.

ACTION: Option 1: Awarded a five-year contract to Denali Water Solutions for as-needed wastewater sludge hauling and disposal from the Deer Creek and El Dorado Hills Wastewater Treatment Plants for an estimated contract total of $1,362,900.

MOTION CARRIED
Ayes: Directors Day, Prada, Osborne, George, and Coco

19. Engineering (T. Sullivan)
Consideration to award a time and material professional services agreement in the not-to-exceed amount of $127,230 to ArcSine Engineering, and authorize total funding of $174,305 for the design of the Wastewater SCADA System Reliability Project; Project No.12021.01, RFP15-12.

ACTION: Option 1: Awarded a time and material professional services agreement in the not-to-exceed amount of $127,230 to ArcSine Engineering, and authorized total funding of $174,305 for the design of the Wastewater SCADA System Reliability Project; Project No. 12021.01, RFP15-12.

MOTION CARRIED
Ayes: Directors Prada, Coco, Osborne, George, and Day
Consideration of compensation and term amendments to General Manager’s and General Counsel’s employment contracts.

This item was heard after Closed Session Item Nos. A and B on this agenda were considered.

Clerk to the Board Sullivan reported that the District received seven emails opposing option 1 of this item. Craig Schmidt, Placerville requested that his email be entered into the record. A copy of his email was provided to all Board members.

Public Comment:  
Ed Willyard, El Dorado Hills  
Joe Fuller, Cameron Park  
Sherry Petersen, El Dorado Hills  
Craig Petersen, El Dorado Hills  
Kirk Smith, Placerville

MOTION: Main motion by Director Coco and seconded by Director Osborne to move option 1 and approve requested amendments to the General Manager’s and General Counsel’s employment contracts providing 5% merit increases to both and 5% and 4% equity increases, respectively, and extending their expiration dates to December 31, 2018 and December 31, 2016, respectively.

MOTION: Substitute motion by Director Prada to consider disciplinary action against the General Manager and General Counsel for willful failure to adhere to the District’s Code of Ethics. Director Prada later withdrew the motion.

ACTION: Option 1: Approved requested amendments to the General Manager’s and General Counsel’s employment contracts providing 5% merit increases to both and 5% and 4% equity increases, respectively, and extending their expiration dates to December 31, 2018 and December 31, 2016, respectively.

MOTION CARRIED
Ayes: Directors Coco, Osborne, and George  
Noes: Directors Prada and Day

CLOSED SESSION
A. Closed session pursuant to Government Code section 54957 (Cumpston)  

ACTION: The Board reviewed the General Counsel’s job performance but took no reportable action.

B. Closed session pursuant to Government Code section 54957 (Abercrombie)  

ACTION: The Board reviewed the General Manager’s job performance but took no reportable action.
C. Closed session pursuant to Government Code section 54956.9(d)(2) (Poulsen)
   Conference with Senior Deputy General Counsel – Significant Exposure to Litigation: Issuance of Civil Wage and Penalty Assessment by California Department of Industrial Relations, Division of Labor Standards Enforcement against Blue Ribbon Personnel Services.

   ACTION: On a motion by Director Coco, seconded by Director Osborne, and approved on a unanimous 5-0 vote, the Board authorized counsel to deposit into escrow a total of $160,314.88, representing wage and penalty assessment imposed by the Division of Labor Standards Enforcement against Blue Ribbon, a contractor of the District. The Board further directed counsel with regard to the defense or administrative review of this assessment. The Board took no other reportable action.

REVIEW OF ASSIGNMENTS
   Director Osborne requested that an item be brought to the Board at the next regular Board meeting detailing Board compensation for all District Board members.

   Director Coco requested that an action item be brought to the Board regarding Board compensation with the option to limit compensation for all District Board members.

   Director Day requested a report on the cash balances of the District’s FCC funds.

   Director Day requested a timeline of the repairs to the recent water line breaks on Ridgeview Drive and Rocky Ridge Way in El Dorado Hills.

   Director Prada requested a report on the District’s real and apparent water losses, including data from this year versus last year.

   Director Coco requested staff prepare a timeline of the District’s next review of the Cost of Services and Facility Capacity Charges (FCC) Studies.

ADJOURNMENT
   President George adjourned the meeting at 3:45 P.M.

__________________________________________
Bill George, President
Board of Directors
EL DORADO IRRIGATION DISTRICT

ATTEST:

__________________________________________
Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: ______________
EL DORADO IRRIGATION DISTRICT

SUBJECT:
Ratification of Resolution No. 2015-010, to maintain emergency declaration.

Board Action:

- February 10 and 24, March 10 and 24, April 14 and 28, 2014 – Board ratified Resolution No. 2014-006 to maintain the drought emergency.
- May 12, 2014 – Board adopted Resolution No. 2014-010, renewing and updating the emergency drought declaration.
- June 9, 2014 – Board adopted Resolution No. 2014-011, renewing and updating the emergency drought declaration, ratifying the General Manager’s declaration of a Stage 4 Drought Emergency in Outingdale, and ratifying the suspension of Clear Creek flow augmentation.
- June 13, 2014 – At a special meeting, Board authorized staff to increase releases to Clear Creek, using water stored in Jenkinson Lake, to provide approximately 2.0 cubic feet per second flows to ditch customers through July 15.
- June 23, July 14, July 28, August 11, August 25, September 8, October 14, 2014 – Board ratified Resolution No. 2014-011 to maintain the drought emergency.
- October 27, November 10, December 8, 2014 – Board ratified Resolutions Nos. 2014-011 and 2014-023 to maintain the emergency declarations.
- March 23, 2015 – Board adopted Resolution No. 2015-010, renewing and updating the drought emergency declaration.
- April 13, 2015 – Board ratified Resolution No. 2015-010 to maintain the drought emergency declaration.
- May 11, May 26, June 8, June 22, July 13, August 10, August 24, September 14, October 13, October 26, November 9, December 14, 2015 – Board ratified Resolution No. 2015-010 to maintain the drought emergency declaration, and ratified the General Manager’s declaration of a Stage 4 Drought Emergency in Outingdale.
Board Policies (BP), Administrative Regulations (AR), and Board Authority:

Public Contract Code section 11102: An emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Public Contract Code section 22050: The Board must ratify the existence of a declared emergency at each subsequent regular Board meeting by four-fifths vote, or the declared emergency is deemed to be terminated.

California Environmental Quality Act (CEQA) Guidelines section 15359: An emergency is a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to life, health, property, or essential public services.

Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269(c): exempt from CEQA actions necessary to prevent or mitigate an emergency.

Summary of Issue:

Since February 4, 2014, the Board has taken the following actions to find and determine that the current drought conditions have continuously constituted an emergency:

- Unanimous adoption of Resolution No. 2014-006 on February 4, 2014;
- Unanimous ratification of that resolution at six subsequent regular Board meetings through April 28, 2014;
- Adoption of Resolution No. 2014-010 on May 12, 2014;
- Adoption of Resolution No. 2014-011 on June 9, 2014;
- Ratification of Resolution No. 2014-011 on June 23, July 14, July 28, August 11, August 25, September 8, October 14, October 27, November 10, and December 8, 2014, and January 12, January 26, February 9, February 23, and March 9, 2015;
- Adoption of Resolution No. 2015-010 on March 23, 2015; and
- Ratification of Resolution No. 2015-010 on April 13, May 11, May 26, June 8, June 22, July 13, August 10, August 24, September 14, October 13, October 26, November 9, and December 14, 2015.

For the emergency declaration to remain in effect, the Board must find (by four-fifths vote for bidding and contracting purposes) at each regular meeting that the need for emergency action still exists, which it can do by ratifying Resolution No. 2015-010.

Further, the Board must ratify any emergency action taken by District staff pursuant to the authority delegated by the resolutions at its next regular meeting after such action is taken. No ratification of staff actions is required at this time.
Staff Analysis/Evaluation:
In Resolutions Nos. 2014-006, -010, -011, and 2015-010, the Board found and determined that the current drought conditions constituted an emergency within the meaning of and for the purposes of (among other enactments) Public Contract Code sections 11102, 22050(a)(2), and 20567, Public Resources Code section 21080(b)(4), and CEQA Guidelines sections 15269(c) and 15359. The Board’s failure to adopt Resolution No. 2014-010 by four-fifths vote on May 12, 2014 and to ratify Resolution No. 2014-011 by four-fifths vote on July 28, 2014 terminated the declaration of emergency for purposes of the Public Contract Code. The Board’s four-fifths votes to ratify on June 9 and August 11, 2014 reinstated the emergency for those purposes. The Board has subsequently adopted or ratified resolutions to keep the emergency continuously in effect.

It behooves the District to do what it can to address drought conditions affecting the District. Such activities may include advancing projects to protect or expand available water supplies, which the resolution expedites by authorizing staff to dispense with the delays inherent in the competitive bidding and environmental review processes, so that the Board can more quickly consider construction projects and contracts.

Development and Pending Adoption of Extended Drought Regulations

Governor Brown’s November Executive Order proclaimed a continuing state of drought emergency statewide, and maintained in effect all provisions of his prior orders, with a few modifications. Part of the order directed the State Water Resources Control Board (SWRCB) to prepare extended water conservation regulations through October 31, 2016, if (as almost certainly will be the case) drought conditions persist through the end of this month. The Governor granted the SWRCB authority to modify the conservation regulations currently in place “to address uses of potable and non-potable water, as well as to incorporate insights gained from existing restrictions.”

The SWRCB held a workshop on the topic on December 7, 2015; the District submitted a comment letter and staff attended the workshop. On December 21, the SWRCB released a “framework” for extended regulations, and requested public comment on the framework by January 6, 2016. The SWRCB plans to adopt revised regulations in February.

The framework would: 1) allow up to a 4% “climate” reduction in the conservation mandates of agencies, like the District, with July – September evapotranspiration (ET) rates within their service areas that deviate substantially from the state’s ET average; 2) allow a “baseline” adjustment for agencies whose customer bases have grown since 2013; and 3) allow a 4% reduction in the conservation mandates of agencies making indirect potable reuse of coastal wastewater or desalinating seawater. The effect of the climate adjustment for the District is complicated because its service area straddles two ET zones and because the SWRCB has computed a state average based on 400+ individual agencies’ local ET rates. However, it appears that the District would qualify for the maximum 4% reduction. The framework would not allow any conservation mandate relief for agencies using non-potable recycled water, or for agencies with groundwater supplies meeting certain criteria. (District staff performed a trial of the rejected stakeholder proposal to provide
relief for agencies delivering recycled water, and found that it would not benefit the District.) The framework would not allow regional compliance approaches. Nor would agencies like the District that exceeded their conservation mandate in 2015-2016 receive any “rollover” credit against the February – October 2016 mandate. The framework would retain the commercial agriculture exclusion from conservation calculations, over the objections of environmental stakeholders. (The District did not utilize the agriculture exclusion in 2015, because there was no advantage in doing so: Ag and Small Farm ratepayers conserved at levels comparable or in excess of the District’s total conservation.)

Finally, the framework would cap total credits and adjustments at 4%. The SWRCB staff estimates that cumulatively, the effect of the revised regulations would be to lower the statewide conservation rate from 25% to about 22%; the framework does not, however, propose any changes to the nominal 25% conservation target or to the eight conservation mandate tiers.

The District will submit comments by January 6 and provide copies to the Board. Although we will continue our advocacy for changes that would improve the equity of the regulations, it appears that the climate adjustment alone would qualify the District for the framework’s proposed maximum reduction of 4% in its conservation mandate. Unless the SWRCB can be persuaded that its staff’s framework is unsatisfactory, it seems likely that beginning March 1, the District’s conservation mandate will drop from 28% to 24%.

Staff has taken no emergency actions since the December 14, 2015 meeting that require ratification at this time. Please refer to the staff report for the September 8, 2014 ratification of the emergency declaration for an explanation of the General Manager’s contracting authority in a declared emergency.

<table>
<thead>
<tr>
<th>Board Decisions/Options:</th>
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<tbody>
<tr>
<td><strong>Option 1:</strong> Ratify Resolution No. 2015-010 <em>(thus maintaining the drought emergency declaration for purposes of bidding, contracting, and CEQA compliance).</em></td>
</tr>
<tr>
<td><strong>Option 2:</strong> Decline to ratify Resolution No. 2015-010 <em>(thus terminating the drought emergency declaration for purposes of bidding, contracting and CEQA compliance).</em></td>
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<tr>
<td><strong>Option 3:</strong> Take no action <em>(thus terminating the general drought emergency declaration for purposes of bidding, contracting and CEQA compliance).</em></td>
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**Staff/General Manager’s Recommendation:**

Option 1 (four-fifths vote required for purposes of bidding and contracting).

**Support Document Attached:**

Attachment A: Resolution 2015-010
Thomas D. Cumpston  
General Counsel

Jim Abercrombie  
General Manager
RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
CONTINUING ITS DECLARATION OF A STAGE 2 WATER WARNING
AND THE EXISTENCE OF AN EMERGENCY

OPERATIVE FACTS

WHEREAS, El Dorado Irrigation District (District) has experienced dry conditions since
2012, with unimpaired runoff in the American River basin of 74% of normal in 2012, 41% of
normal in 2013, and 32% of normal in 2014; and

WHEREAS, 2013 was the driest calendar year on record in California, and water year
2014 was the third-driest water year on record in California; and

WHEREAS, January 2015 was the driest, and January 2013 was the third-driest, January
on record in California; and

WHEREAS, as of March 10, 2015, the United States Drought Monitor stated that all of
El Dorado County and two-thirds of California were an extreme or exceptional drought
condition; and

WHEREAS, as of March 12, 2015, snow water content in the American River basin was
6% of normal for March 1 and 5% of normal for April 1, according to the state Department of
Water Resources (DWR); and

WHEREAS, the District’s March 2015 manual readings of snow water content for the
Caples Lake watershed averaged 22% of normal, and about one-third of the snow water content
readings in March 2014; and
WHEREAS, the United States Bureau of Reclamation (Reclamation) has stated that it will deliver no more than the greater of public health and safety needs or 25% of adjusted historical average deliveries of Central Valley Project water to Municipal and Industrial contractors such as the District; and

WHEREAS, Jenkinson Lake, the District’s largest source of supply at 41,033 acre-feet capacity, is unlikely to fill in 2015 despite the importation of more than 8,000 acre-feet of water through the Hazel Tunnel in 2013 and 2014, and the planned importation of an additional 6,000 acre-feet in 2015; and

WHEREAS, on January 17, 2014, Governor Edmund G. Brown Jr. proclaimed a state of emergency in California due to drought conditions, and on April 25, 2014, the Governor proclaimed a continued state of emergency for the same reason; and

WHEREAS, the Governor’s two proclamations made findings that included the following:

- California’s water supplies continue to be severely depleted;
- Extremely dry conditions have persisted since 2012 and the duration of this drought is unknown;
- Among the urgent challenges presented by the severe drought conditions is additional water scarcity if the conditions continue (as they have) into 2015;
- The magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government;
• Conditions of extreme peril to the safety of persons and property exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS, the Governor's emergency proclamations included the following directives:

• Californians are called on to reduce their water usage by 20 percent;

• Local urban water suppliers are called on to implement their local water shortage contingency plans immediately to avoid or forestall outright restrictions that could become necessary later in the drought season;

• California residents should refrain from wasting water and in particular should:
  o Avoid using water to clean sidewalks, driveways, parking lots and other hardscapes;
  o Turn off fountains and other decorative water features unless they use recycled or grey water;
  o Limit home vehicle washing by patronizing local carwashes that recycle water;
  o Limit outdoor watering of lawns and landscaping to not more than two times a week;

• Recreational facilities such as parks and golf courses and large institutional complexes, such as school and business parks, should immediately implement water reduction plans to reduce the use of potable water for outdoor irrigation;

• Hotels and restaurants should reduce water usage and increase public awareness of the drought by offering drinking water only upon request and providing customers with options to avoid daily washing of towels or sheets;
• Architectural and landscaping provisions of a common interest development that
  prohibit compliance with any local or state water conservation measures, such as
  landscaping installation or maintenance requirements, are void and unenforceable;
  and

  WHEREAS, in July 2014 the Water Board adopted emergency regulations requiring
  local agencies to adopt mandatory conservation measures, and on March 10, 2015 Water Board
  staff proposed that the Water Board re-adopt all 2014 measures, plus additional mandatory
  conservation measures on March 17, 2015; and

  WHEREAS, in May 2014 the Water Board issued mandatory curtailment notices
  affecting virtually all post-1914 consumptive water rights, on January 23, 2015 the Water Board
  sent a notice of potential curtailment of diversions of all water rights in 2015 to the District and
  other water rights holders in California, and on February 4, 2015 the Water Board issued an
  Information Order to the District and other holders of riparian and pre-1914 water rights in
  California, requiring proof of those rights’ validity, reporting of their use in 2014, projections of
  2015 use, and monthly updates of actual 2015 use; and

  APPLICABLE LAW, REGULATION, AND POLICY

  WHEREAS, Public Resources Code section 21080(b)(4) and CEQA Guidelines section
  15269(c) exempt from CEQA any actions that are necessary to prevent or mitigate an emergency;
  and

  WHEREAS, CEQA Guidelines section 15359 defines “emergency” as “a sudden,
  unexpected occurrence, involving a clear and imminent danger, demanding immediate action to
  prevent or mitigate loss of, or damage to life, health, property, or essential public services;” and
WHEREAS, Public Contract Code section 20567 authorizes irrigation districts to let contracts without notice for bids in case of an emergency; and

WHEREAS, Public Contract Code section 22050(a)(2) requires that before action is taken to procure equipment, services, and supplies without giving notice for bids, the governing body must first make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, Public Contract Code section 11102 defines “emergency” as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services;” and

WHEREAS, District Board Policy 2050 authorizes the District’s General Manager to act “in emergency situations where no Board Policies or Administrative Regulations exist;” and

WHEREAS, District Administrative Regulation 3061.1, subdivision g, authorizes emergency procurements of supplies, equipment, services, or construction items when there exists a threat to public health, welfare, or safety, and requires Board of Directors ratification of emergency procurements exceeding $50,000; and

WHEREAS, on March 1, 2014, the Governor signed SB 103 and SB 104 into law, making $687.4 million available for drought relief, including $549 million of accelerated infrastructure grants for projects included in Integrated Regional Water Management Plans (IRWMPs); and

WHEREAS, on November 4, 2014 California voters approved a $7.5 billion water bond measure that includes funding for projects in many categories, including IRWMPs; and
WHEREAS, beginning on February 4, 2014, the Board has adopted or ratified resolutions declaring and maintaining continuously in place an emergency and a Stage 2 Water Warning due to drought conditions; and

WHEREAS, the Board adopted the staff-prepared Drought Action Plan on February 4, 2014, and approved revisions to the Drought Action Plan on April 14, 2014 and now wishes to approve further revisions to the Drought Action Plan;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the El Dorado Irrigation District (Board) as follows:

1. The Board concurs with and adopts the findings of the Governor's January 17 and April 25, 2014 emergency proclamations.

2. The Board approves the further revised Drought Action Plan as separately adopted by Board motion on March 23, 2015.

3. The Board renews and continues a Stage 2 Water Warning.

4. The Board finds and declares that the current drought conditions constitute an emergency within the meaning of CEQA Guidelines section 15359, Public Contracts Code section 11102, District Board Policy 2050, and District Administrative Regulation 3061.1, subdivision g.

5. The Board finds and declares that the adoption of this Resolution and all of the delegations, authorizations, and directions to the General Manager and District staff specified in paragraph 7, below, satisfy the requirements and criteria of Public Resources Code section 21080(b)(4), CEQA Guidelines section 15269(c), and Public Contract Code sections 22050(a)(2) and 20567.
6. The foregoing findings and declarations are based upon all written, oral, and visual evidence, including both facts and professional opinions, presented to the Board at the meetings of February 4, 10, and 24, March 19 and 24, and April 2, 14, and 28, May 12, and June 9, 2014, March 9, 2015, and at the hearing of this Resolution.

7. The Board hereby delegates, authorizes, and directs the District General Manager and his designees to take all actions reasonably deemed necessary to respond to the emergency conditions declared herein, including but not limited to the following specific actions:

   a. Pursue a new proposal with the Water Board for a temporary modification of the minimum instream flow requirements prescribed for the Deer Creek Wastewater Treatment Plant by Water Rights Order No. WR 95-9, to again minimize potable water supplementation of the recycled water system in 2015.

   b. Continue consultation with and obtain all necessary regulatory approvals from the Federal Energy Regulatory Commission, U.S. Forest Service, Water Board, the California Department of Fish and Wildlife, and members of the Project 184 Ecological Resources Committee for temporary variances to Project 184's instream flow requirements as necessary to enhance and conserve Project 184 water storage for consumptive water supplies and future instream flows for as long as drought conditions persist.

   c. Implement all Stage 2 drought actions detailed in Exhibit A.
d. Enter into professional services and construction contracts as reasonably
   deemed necessary to expedite the preservation and enhancement of water
   supply availability for the District’s customers.

e. Report to and seek ratification of the Board for any actions taken in excess of
   normal authority or authority expressly granted by this Resolution, at the first
   regular Board meeting held after each such action.

f. Continue to report to the Board at least monthly, and more often if necessary,
   on the current status of the drought conditions, responsive actions taken,
   weekly water usage data, and the need, if any, for further Board actions,
   including a Stage 3 drought declaration and the declaration of a Stage 4 water
   supply emergency.

8. This Resolution shall take effect immediately upon adoption. Subject to the
   ratification required by Public Contract Code sections 22050(b)(3), (c)(1), and
   (c)(2), and by District Administrative Regulation 3061.1, subdivision g, this
   Resolution shall remain in full force and effect until rescinded by a subsequent
   Resolution of the Board of Directors.
The foregoing Resolution was introduced at a special meeting of the Board of Directors of the El DORADO IRRIGATION DISTRICT held on the 23rd day of March, 2015 by Director Osborne, who moved its adoption. The motion was seconded by Director Day, and a poll vote was taken which stood as follows:

AYES: Directors Osborne, Coco, Prada, George, and Day

NOES:

ABSTAIN:

ABSENT:

The motion having a majority of votes “Aye”, the Resolution was declared to have been adopted, and it was so ordered.

Bill George
President, Board of Directors of
EL DORADO IRRIGATION DISTRICT

ATTEST:

Jennifer Sullivan
Clerk to the Board

(SEAL)
I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a special meeting of the Board of Directors held on the 23rd day of March, 2015.

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT
EL DORADO IRRIGATION DISTRICT

SUBJECT:
Consideration to adopt a resolution authorizing the General Manager to sign and submit a grant proposal to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants FY 2016 for the Upper Main Ditch Piping Project, Project No. 11032.

Previous Board Actions:
- October 14, 2014 – The Board adopted the 2015 – 2019 CIP, which included this project, subject to funding availability.
- October 13, 2015 – The Board adopted the 2016 – 2020 CIP, which included this project, subject to funding availability.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:
BP 5000, Water Supply Management: The Board is committed to provide a water supply based on the principles of reliability, high quality, and affordability in a cost-effective manner with accountability to the public.

BP 5030, Water Conservation: It is Board policy to take reasonable and prudent measures to conserve all water and to adopt and implement water-use efficiency programs that will benefit its customers.

The Board has adopted numerous Resolutions regarding grants with the United States Bureau of Reclamation.

Summary of Issue:
In November 2015, the United States Bureau of Reclamation (Reclamation) released a funding opportunity announcement for the WaterSMART: Water and Energy Efficiency Grants FY 2016 (Grant). The funding opportunity is for projects that conserve and use water more efficiently, increase the use of renewable energy, improve energy efficiency, or provide any other activities that address water related crisis or conflicts. Given that piping of the Main Ditch meets these objectives, staff has prepared a Grant proposal for submittal to Reclamation requesting a cost share of $300,000 (Group I) and $1.0 million (Group II). One of the requirements for Grant proposal submission is a resolution adopted by the Board of Directors to be submitted up to 30 days after the application deadline of January 20, 2016.
Staff Analysis:
The work associated with this grant proposal is to pipe the entire 3-mile length of the Main Ditch utilizing 42-inch diameter pipe to prevent seepage and evapotranspiration losses and improve raw water quality entering the Reservoir 1 Water Treatment Plant (WTP). The Main Ditch conveys a maximum of 15,080 ac-ft annually, at a maximum rate of 40 cfs, from Forebay Reservoir to the WTP. Because most of the ditch is earthen and unlined, a portion of the water is lost to seepage and evapotranspiration. Previous studies of flow loss measurements have estimated the ditch losses to be up to 1,300 ac-ft per year, depending on flow rates and weather conditions. Animals and humans have direct access to the water in the ditch prior to it reaching the WTP and all homes neighboring the Main Ditch rely on septic systems for waste disposal, as there is no public sewer collection system in the area. Areas along the ditch have also been subject to erosion and the accumulated sediment is carried to the WTP. Any impurities and sediment that may enter the ditch are removed through the treatment process at the WTP to make potable water for consumptive use.

Reduced conveyance losses will improve supply reliability in dry and critically dry years, assist in meeting State mandated 20% water conservation goals by 2020, extend existing water supply for future demand, reduce Folsom pumping costs, and in the interim years, make more water available for hydroelectric power generation at the El Dorado Powerhouse. Improvements in raw water quality will reduce WTP operations and maintenance costs. The project has been included in many District planning documents and the Capital Improvement Plan for several years.

The Reclamation funding opportunity is limited to 50% grant funding up to $300,000 (Group I) for projects that improve water use and energy efficiency and up $1.0 million (Group II) for projects that provide the added benefit of newly built renewable energy capacity and/or dedication of conserved water to in-stream flows benefitting Endangered Species. The District has applied for WaterSMART Group II funding multiple times for this project. According to a debriefing with Reclamation grant staff, the District has been unsuccessful in winning Group II funding as many competing projects provided new energy capacity and/or Endangered Species benefits, while the Main Ditch project provides neither. Reclamation staff advised that we apply for both Group I and II funding in 2016 to increase the likelihood of success in this round.

The level of effort required to prepare the Grant Proposal is minimal and involves updating FY2015 application attachments and electronic filing. The added level of effort to apply for both Group I and II funding is also minimal, as the same information is required for both.

One step in the Grant submittal process is the adoption of an official resolution committing the District to the financial and legal obligations associated with receipt of WaterSMART Grant financial assistance. The subject resolution verifies:

- the identity of the official with legal authority to enter into an agreement;
- the Board of Directors has reviewed and supports the application submitted;
- the District’s capability to provide the amount of funding specified in the funding plan in the event of grant award; and
- the District will work with Reclamation to meet established deadlines for entering into a cooperative agreement.

If the resolution is adopted by the Board, the Grant proposal will be submitted to Reclamation before the application deadline of January 20, 2016. Entering into this agreement does not commit the District to spending matching funds. Individual project expenditures are subject to Board approval in accordance with Board Policy.
**Board Decisions/Options:**

**Option 1:** Adopt a resolution authorizing the General Manager to sign and submit a grant proposal to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants FY 2016 for the Upper Main Ditch Piping Project, Project No. 11032.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action.

**Staff/General Manager Recommendation:**

Option 1

**Supporting Documents Attached:**

Attachment A – Proposed resolution

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Tracey Eden-Bishop, P.E.
Associate Engineer

Elizabeth Wells, P.E.
Engineering Manager

Brian Mueller, P.E.
Director of Engineering

Thomas Cumpston
General Counsel

Jim Abercrombie
General Manager
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EL DORADO IRRIGATION DISTRICT
AUTHORIZING THE GENERAL MANAGER TO SIGN AND SUBMIT A GRANT
APPLICATION TO, AND ENTER INTO A COOPERATIVE AGREEMENT WITH,
THE UNITED STATES BUREAU OF RECLAMATION FOR THE
WATERSMART: WATER AND ENERGY EFFICIENCY GRANTS PROGRAM

WHEREAS the Board of Directors of the EL DORADO IRRIGATION DISTRICT desires to submit a grant application to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants Program for 2016; and

WHEREAS the Board of Directors of the EL DORADO IRRIGATION DISTRICT has reviewed and supports the subject grant application; and

WHEREAS the Board of Directors of the EL DORADO IRRIGATION DISTRICT affirms that the EL DORADO IRRIGATION DISTRICT is capable of providing funding and/or in-kind contributions specified in the subject grant application; and

WHEREAS the Board of Directors of the EL DORADO IRRIGATION DISTRICT affirms that the El DORADO IRRIGATION DISTRICT will work with the United States Bureau of Reclamation to meet all established deadlines for entering into a cooperative agreement;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of EL DORADO IRRIGATION DISTRICT that Jim Abercrombie, General Manager of the EL DORADO IRRIGATION DISTRICT, is authorized to sign and submit a grant application to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants Program for 2016, and to enter into a cooperative agreement if the grant is made.
The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the EL DORADO IRRIGATION DISTRICT, held on the 11th day of January 2016, by Director [Director Name], who moved its adoption. The motion was seconded by Director [Director Name], and a poll vote taken, which stood as follows:

AYES: [Number]
NOES: [Number]
ABSENT: [Number]
ABSENT: [Number]

The motion having a majority of votes "Aye", the resolution was declared to have been adopted, and it was so ordered.

____________________________________
Bill George
President, Board of Directors
EL DORADO IRRIGATION DISTRICT

ATTEST:

_________________________
Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

(SEAL)
Resolution No. 2016-

I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT, hereby certify that the foregoing Resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of the Board of Directors held on the 11th day of January, 2016.

____________________________
Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT
Subject:
Consideration to award a contract to Eurofins Eaton Analytical Labs for 2016 analytical services for drinking and source water samples in an amount not-to-exceed $77,000.

Previous Board Action:
December 8, 2014: The Board adopted the 2015-2016 operations budget

November 9, 2015: The Board adopted the 2016 mid-cycle operations budget

Board Policies (BP), Administrative Regulations (AR), and Board Authority:
BP 3060 and AR 3061.04 require Board approval for all purchases over $50,000.

Summary of Issue:
The District does not maintain an ELAP certified laboratory for drinking water and source water analysis. District staff has determined utilizing contract laboratory services is more cost effective than maintaining an on-site certified lab for the variety of drinking water and source water analysis needed. After reviewing cost proposals from three on-call firms, staff recommends awarding a contract to Eurofins Eaton Analytical Labs (“EEA”) for these services in 2016.

Staff Analysis/Evaluation:
The District operates three public water systems under permits issued by the California State Water Resources Control Board, Division of Drinking Water. The permits require that these systems supply safe, pure and wholesome water at all times and comply with the Federal and State Safe Drinking Water Acts as codified and amended. Drinking water regulations, found in the California Code of Regulations (CCR) Titles 17 and 22, require the District to routinely analyze source and system waters to ensure compliance and confirm the public’s drinking water is safe. As required by permit and regulation, the District maintains State-approved sampling plans for each water system and collects samples for analysis per those schedules. All analysis must be conducted by a State Environmental Laboratory Accreditation Program (ELAP) certified lab using methods approved by the United States Environmental Protection Agency (USEPA).

The 2014-2016 on-call lists include three drinking water ELAP certified labs; Eurofins Eaton Analytical, California Laboratory Services, and BSK Labs. District staff tallied and compared the cost for all required drinking water and source water monitoring scheduled for the year 2016 against the price sheets supplied by each on-call lab. Staff also considered each lab’s ability to provide daily sample pick-up at the El Dorado Hills Wastewater Treatment Plant, provide required electronic reporting needs, sampling supplies, and supply after-hours services and notifications as needed by the District. The table below identifies that Eurofins Eaton Analytical can provide the lowest cost for 2016 service while also demonstrating a proven track record of excellent customer service.
<table>
<thead>
<tr>
<th>On-Call Laboratory</th>
<th>2016 Cost</th>
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</thead>
<tbody>
<tr>
<td>Eurofins Eaton Analytical</td>
<td>$75,901</td>
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<tr>
<td>BSK</td>
<td>$89,436</td>
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<tr>
<td>California Laboratory Service</td>
<td>$113,427</td>
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</tbody>
</table>

An additional $1,099 to cover additional unscheduled samples is requested to bring the total not-to-exceed contract to $77,000.

The approved operations budget maintains adequate funds to cover the 2016 contract.

**Board Decision/Options:**

Option 1: Approve a contract with Eurofins Eaton Analytical for 2016 drinking water and source water analytical services in the amount not-to-exceed $77,000.

Option 2: Take other action as directed by Board.

Option 3: Take no action.

**Staff/General Manager’s Recommendation:**

Option 1

**Supporting Documents Attached**
Attachment A - 2016 Sampling Schedules
Dana Strahan  
Division Manager – Drinking Water Operations

Brian Poulsen  
Deputy District Counsel

Tom McKinney  
Director of Operations

Mark Price  
Director of Finance

Jim Abercrombie  
General Manager
## Strawberry 2016

<table>
<thead>
<tr>
<th>Week</th>
<th>For What?</th>
<th>Where</th>
<th>January</th>
<th>February</th>
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<th>December</th>
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<tr>
<td></td>
<td>System Bac’ts (P/A) (Monthly)</td>
<td>46 Margaret Drive (SWS-SS01)</td>
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<td>Source Bac’ts (Total and Ecoli) (Monthly)</td>
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<td>TDC (Monthly)</td>
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<td>Source Bac’ts (Total and Ecoli) (Monthly)</td>
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<td>Alkalinity (Monthly)</td>
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<td>Iron (Annual)</td>
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<td>Initial WQP Monitoring (Alkalinity, Calcium, Orthophosphate, SDU,TS,QHE,Temp,Field) (Quarterly)</td>
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<td>Secondary Standards: Al, Color, Cu, Aggressive Index, MBAS, Fe, Mn, Color, Ag, Tannidity, Zinc, TDS, EC, Chlorite, Sulfate, Bicarbonate, Carbonate, Hydroxide, Alkalinity, pH, Calcium, Mg, No, Hardness (Every 3 yrs.)</td>
<td>SWTP-RW</td>
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<td>EPA 524, 525.2, 515.4, 531.2, 565, 551.1, 546.1, 549.2, 546.1, 547, 1613 (Every 3 yrs.)</td>
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<td>Radionuclides: Gross Alpha, Radium 226, Radium 228, Uranium (Every 4 yrs.)</td>
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<td>Asbestos (Every 3 yrs.)</td>
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<td>Stage 20DPs (TTHM&amp; HAA5s) (Quarterly)</td>
<td>5354 Strawberry Lane (SWS-SS02)</td>
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**Footnotes:**
- Sampling should typically be performed the second Thursday of the month to comply with DBP and Bacti Sampling Plan.
- EC staff typically selects to monitor on Thursday.
- Cells with red font have yet to be sampled.
- Cells colored yellow have been sampled and submitted to the lab.
- Cells colored green indicate lab results have been received and filed.
<table>
<thead>
<tr>
<th>For What?</th>
<th>Where</th>
<th>January</th>
<th>February</th>
<th>March</th>
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<th>May</th>
<th>June</th>
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<tr>
<td>System Bac’ts (P/A)</td>
<td>Outingdale Rd. &amp; Outingdale Rd. (Site OWS-SS01)</td>
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<td>10</td>
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<tr>
<td>System HPCs</td>
<td>Outingdale Rd. &amp; Summerhill Rd. (Site OWS-SS01)</td>
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<tr>
<td>Source Bac’ts (Total &amp; Ecoli)</td>
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<tr>
<td>TOC (Weekly)</td>
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<td>Inorganic Chemical, Cyanide, Nitrate (NO3), Nitrite (N) (Every 3 yrs.)</td>
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<td>Secondary Standards: Al, Color, Cu, Aggressive Index, MBAS, Fe, Mo, O3, Ag, Turbidity, Zinc, TDS, EC, Chloride, Sulfate, Bicarbonate, Carbonate, Hydroxide, pOH, Calcium, Mg, Mn, Hardness (Every 3 yrs.)</td>
<td>Outingdale WTP-RW</td>
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<td>Radionuclides: Gross Alpha, Radon 222, Radon 222, Uranium (Every 3 yrs.)</td>
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<td>Stage 2 DBPs (TTHMs ONLY) (Annual)</td>
<td>Outingdale Rd. &amp; Outingdale Rd. (Site OWS-SS01)</td>
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<td>Stage 2 DBPs (HAA5s ONLY) (Annual)</td>
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<td>Asbestos (Every 3 yrs.)</td>
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<td>Secondary Standards: Al, Carbon Co, Aggressive Index, MBAS, Fe, Mo, O3, Ag, Turbidity, Zinc, TDS, EC, Chloride, Sulfate, Bicarbonate, Carbonate, Hydroxide, pOH, Calcium, Mg, Mn, Hardness (Annual)</td>
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<td>Lead &amp; Copper Tap</td>
<td>13 Tap Samples</td>
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<td>Chromium 6 (EPA 218.f)</td>
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Footnotes:
- Sampling should typically be performed the second Wednesday of the month to comply with DBP and Bacti Sampling Plan.
- EC staff typically elects to monitor on Wednesday.
- Cells with red font have yet to be sampled.
- Cells colored yellow have been sampled and submitted to the lab.
- Cells colored green indicate lab results have been received and filed.
<table>
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<tr>
<th>Week</th>
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**Iron & Manganese**

Initial WQP Monitoring (Alkalinity, Calcium, Orthophosphate, EC; pH; Chlorine; Temp)

Secondary Standards: Al, Color, Cu, Aggressive Index, Ni, Cr, Fe, Mn, O2, Ag, Turbidity, Zn, TOC, EC, Chloride, Sulfate, Fluoride, Carbonate, Hydroxide, Alkalinity, pH, Calcium, Mg, No, Hardness (Annual)

**Enforcement**

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<th>Week</th>
<th>January</th>
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<th>March</th>
<th>April</th>
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**Iron & Manganese**

Initial WQP Monitoring (Alkalinity, Calcium, Orthophosphate, EC; pH; Chlorine; Temp)

Secondary Standards: Al, Color, Cu, Aggressive Index, Ni, Cr, Fe, Mn, O2, Ag, Turbidity, Zn, TOC, EC, Chloride, Sulfate, Fluoride, Carbonate, Hydroxide, Alkalinity, pH, Calcium, Mg, No, Hardness (Annual)

**Enforcement**

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<tr>
<td>Asbestos</td>
<td>Every 3 yrs</td>
<td>El Dorado Hills WTP (Treated/Finished)</td>
<td>Reservoir A WTP (Chlorinated)</td>
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<td>Secondary Standards: Al, C11, C12, Aggressive Index, MIBs, Fx, Xy, DDT, OCPs, Sulfur, Bicarbonate, Carbonate, Hydrogen, Alkalinity, pH, Calcium, Mg, NO, Hardness</td>
<td>Every 3 yrs</td>
<td>Reservoir A WTP (Raw)</td>
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<td>Radiosodium: Gross Alpha, Radium 226, Radium 228, Uranium (Every 3 yrs)</td>
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<td>Stage 2 DBPs (TTHMs &amp; HAAs)</td>
<td>Quarterly</td>
<td>ST2-5 (McGuire Ct. &amp; Rock Creek Rd., Mosquito)</td>
<td>Reservoir A WTP-Sly Park (Raw)</td>
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<td>ST2-8 (7944 Crystal Blvd., El Dorado)</td>
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<td>ST2-13 (Chateau Montelena &amp; Salmon Falls, Salmon Falls)</td>
<td>Reservoir A WTP (Raw)</td>
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<td>ST2-16 (2704 Alta Dr., El Dorado Hills)</td>
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<td>LT2 ESWTR (Turbidity and Cryptosporidium)</td>
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<td>Bac’s (PA)</td>
<td>Construction (NS) and Misc. System (Approximately 75 per month)</td>
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Footnotes:
- Cells with red font have yet to be sampled.
- Cells colored yellow have been sampled and submitted to the lab.
- Cells colored green indicate lab results have been received and filed.
EL DORADO IRRIGATION DISTRICT

Subject:
Public Hearing to consider proposed resolution approving the implementation of water and recycled water rate increases for 2016-2020 of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater rates, and revising the Small Farm and Agriculture with Residence water rates to include Tier II potable water pricing all as proposed in the November 23, 2015 Proposition 218 notice; consideration to approve a 5-year extension of the Water Supply Agreement between the City of Placerville and El Dorado Irrigation District and the implementation of wholesale water rate increases for 2016-2020.

Previous Board Actions:

July 26, 2010 – The Board retained an expert consultant and initiated the Cost of Service (COS) Study.

November 14, 2011 – The Board adopted the 50/50 cost recovery methodology and accepted the cost of service study results and directed staff to prepare the Proposition 218 notices to implement the COS Study results.


November 9, 2015 – The Board adopted the 2016 Mid-Cycle Operating Budget and the 2016-2020 Financial Plan, including the implementation of water and recycled water rate increases of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater rates, and revising the Small Farm and Agriculture with Residence water rate to include Tier II potable water pricing.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:
BP 3010 states that the Board is committed to promoting the most efficient and effective use of the District’s financial resources that will accomplish the goals of the District, support facilities and programs, and provide quality services to District customers. It is the responsibility of the General Manager to inform the Board about financial operations of the District so the Board can make informed decisions and fully discharge its legal responsibilities in a fiscally sound manner.

The Board shall adopt a two-year operating budget and may modify it prior to the end of the year. The Board shall also adopt every year a five-year Capital Improvement Plan and approve funding on an as-required basis.

BP11010 states that the District shall strive to recoup all costs of providing services through rates, fees, charges, fines, and deposits. The Board will adopt changes in rates pursuant to Article XIII D Section 6 of the California Constitution (Proposition 218).
Summary of Issue(s):

- The District’s Board of Directors on February 4, 2010, committed the District to conduct, complete, and implement the results of a comprehensive cost of service study as soon as possible, to ensure appropriate changes and differences in charges among water, wastewater, and recycled water rate classifications.

- The District retained an expert consultant and formed a cost of service committee consisting of five community volunteers and five District staff to perform a cost of service study.

- The District adopted the Cost of Service Study in November of 2011 and, following the Proposition 218 process, implemented the rate increases recommended in the study.

- The adopted 2016-2020 financial plan shows that changes and increases in water and recycled water charges are needed in 2016–2020 as well as increases in wastewater rates in 2017-2020. The rate increases also comply with Proposition 218 and are part of the total District revenues necessary to meet operating expenses; purchase or lease supplies, equipment or materials; meet financial reserve needs and requirements; to pay the annual debt service on outstanding bonds used to finance infrastructure projects previously scheduled to rise from about $16.6 million in 2016 to $30.4 million in 2020, including required debt service coverage; and obtain funds for capital projects necessary to maintain service within existing service areas.

- The adopted 2016-2020 Financial Plan uses the same financial data as the adopted 2016 budget and adopted 2016-2020 Capital Improvement Plan.

Compliance with Proposition 218:
The agenda materials for the District’s adoption of the 2016 budget included the following discussion and analysis of the District’s ongoing compliance with Proposition 218:

In 2015 a California appellate court issued an important decision regarding water rates in a case called Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano. Staff has reviewed this case and its implications for EID. The review was specifically focused on the tiered water rate structure used by the District for both potable and recycled customers.

The court decision clearly allows for tiered rates but requires entities to analyze the rates in each tier, not just as a whole, to ensure not only that “Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service” but also that “The amount of a fee or charge imposed on any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.” (See Cal. Const. Art. XIIIID, §§ 6(b)(1), 6(b)(3).)

Like many California water agencies, the District has tiered rates for some of its water rate classifications. It is clear from the January 2012 COS study that in aggregate, the District’s water rate revenues are considerably less than the actual costs required to provide the water service. Table 2-1 (page 11) of the study shows the revenue required to provide the cost of the water service. For 2012 the revenue generated from water rates was projected to be $17.7 million less than the combined cost of water operations and required debt service. The remaining $17.7 million is provided by non-rate revenue comprised of property taxes, hydroelectric power sales, fees from recreation activities and other miscellaneous revenues.
The *San Juan Capistrano* case also required an analysis to ensure that none of the individual tiered rates produced revenues that exceeded the cost of providing the service at that tier to the affected ratepayers. The District can perform that analysis for the customer classes with tiered water rates by using the data and assumptions of the COS study.

Almost 99% of the District customers in a tiered rate class are in the single-family residential class. In the Appendix section of the COS study, the proposed water rates show both a uniform water rate and the tiered water rates for this rate class, (Page 1-15). These tables show the uniform rate would be $1.374/ccf (one hundred cubic feet) if the District did not adopt inclining rates.

The inclining rates were:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Tier 1</td>
<td>$1.1540/ccf</td>
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<td>Tier 2</td>
<td>$1.3929/ccf</td>
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<tr>
<td>Tier 3</td>
<td>$1.6327/ccf</td>
</tr>
</tbody>
</table>

Each of these rate structures was intended to furnish the *net* revenue requirement of $8,404,451 attributed to single-family residential water consumption. (See page 1-13.) However, the *gross* revenue requirement attributed to single-family residential water consumption is considerably higher: $13,370,729. (See pages 1-3 [total revenue requirement of $37,400,641], 1-13 [50/50 split of revenue requirements between commodity and capacity charges], and 1-6 [SFR commodity allocation factor of 71.5%].)

Breaking rate revenues and gross revenue requirements down to the tier level, the COS study concludes that the District will sell approximately 41% of all single-family residential water at Tier 1, 26% at Tier 2, and 33% at Tier 3. (See page 1-15.) Assuming conservatively that the cost of water service at each tier is identical – rather than more costly at the higher tiers – apportioning the gross revenue requirements pro rata over the three tiers produces approximate gross revenue requirements of $5,482,000 for Tier 1, $3,476,300 for Tier 2, and $4,412,300 for Tier 3. In contrast, the expected revenue from each tier is $2,281,501 from Tier 1, $2,248,074 from Tier 2, and $3,274,876 from Tier 3. (See page 1-15.) Thus, the rate revenue recovered from each tier of the single-family residential water rate is far less than the gross costs attributable to providing service to customers at each tier of the rate class: Proposition 218 requirements, as interpreted by the *San Juan Capistrano* case, are easily met.

It is notable that under this assumed cost split, the District’s inclined tiers could be considerably steeper than they are, without violating Proposition 218. Conversely, even if somehow the gross commodity costs of service for Tiers 2 and 3 were lower than those of Tier 1, they would have to be more than one-third less at Tier 2, and one-quarter less at Tier 3, before the compliance of the District’s tiered rates with Proposition 218 would become a close question.

In summary, because of the substantial non-rate revenue the District receives, and because the District’s tiered rates feature only modestly higher commodity charges at each new tier, the District has ample basis to demonstrate not only that total rate water revenues recovered do not exceed the cost of providing service, but also that the rate revenues recovered from each tier of consumption do not exceed the proportional cost of providing service at that tier.
**Municipal Rates**
Staff met with City of Placerville personnel to review the District’s proposed 5-year extension of the Water Supply Agreement between the City of Placerville and El Dorado Irrigation District and the implementation of wholesale water rate increases for 2016-2020. A copy of the proposed agreement is attached and labeled Attachment B.

**Small Farms and Agricultural Users with a Residence**
Also, as previously discussed when the 2016 budget was adopted concerning Small Farm and Agricultural Users-With a Residence water rates:

In February 2010, the Board adopted new rates and a resolution containing a commitment to conduct a Cost of Service (COS) study using a community-based ratepayer advisory committee to assist in the oversight of the study with District staff. As part of the study the committee evaluated various rate options.

On March 14, 2011, the consultant and the COS committee recommended that customers, including Small Farms and Agricultural users with a residence, be billed for potable water used depending upon usage. Usage was to be broken into tiers of use and billed at increasing rates. The committee and consultant recommended that the first two tiers of single-family residential water rates also apply to Small Farms and Agricultural users with a residence. For usage over Tier 2, the committee and consultant recommended that Small Farms and Agricultural users with a residence be billed at the agricultural usage rate.

On April 25, 2011, the committee brought back to the Board a revised proposal to charge Small Farms and Agricultural users with a residence the residential rate only for usage in Tier 1 (up to 1,800 cf). Usage in excess of Tier 1 was to be charged at the Agricultural rate. The Board adopted this recommendation and the remaining COS study recommendations on November 14, 2011.

Staff has reviewed water usage since the rates and rate structure were put in place in 2012 and is now recommending a change for the Small Farms and Agricultural users with a residence. Staff is recommending Small Farms and Agricultural users with a residence be charged residential usage rates for both Tiers 1 and 2 as originally proposed by the COS committee on March 14, 2011.

Currently 76% of single-family residential customers are billed for usage up to Tier 3. Staff believes it would be appropriate to implement the Tier 2 residential rates for the Small Farm and Agricultural users with residences because usage with a residence for either small farms or agriculture with a residence would be similar to single-family usage. Usage above Tier 2 for Small Farms and Agricultural users with a residence would stay at the agricultural rates following the COS principles. If approved, this change would increase water sales revenues approximately $155,000 per year.

The above proposal is included in revenue projections for the 2016 water revenue budget submittal and will be identified in the Proposition 218 process, if authorized.

**Financial Plan 2016-2020**

As shown in the 5-year financial plan, the revenues projected to be collected through rates and non-rate revenue exceed the operating expenditures, and enables the District to meet or exceed its minimum debt coverage requirement of 1.25, and its internal financial test of a 1.0 ratio excluding facility capacity charges (FCCs or hook-up fees).
### 2016-2020 Five-Year Forecast (in millions of dollars)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Debt Proceeds</strong></td>
<td>$ 49.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>79.8</td>
<td>82.8</td>
<td>84.7</td>
<td>87.4</td>
<td>89.6</td>
</tr>
<tr>
<td><strong>Total maintenance and operation costs</strong></td>
<td>46.6</td>
<td>47.5</td>
<td>48.4</td>
<td>49.3</td>
<td>50.3</td>
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<tr>
<td><strong>Net revenues</strong></td>
<td>33.2</td>
<td>35.3</td>
<td>36.3</td>
<td>38.1</td>
<td>39.3</td>
</tr>
<tr>
<td><strong>Pre-existing state obligations</strong></td>
<td>1.1</td>
<td>1.1</td>
<td>1.1</td>
<td>1.1</td>
<td>1.1</td>
</tr>
<tr>
<td><strong>Net revenues available after pre existing obligations</strong></td>
<td>32.1</td>
<td>34.2</td>
<td>35.2</td>
<td>37.0</td>
<td>38.2</td>
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<tr>
<td><strong>Senior debt service</strong></td>
<td>16.6</td>
<td>25.3</td>
<td>27.5</td>
<td>27.5</td>
<td>27.5</td>
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<tr>
<td><strong>Cash Available from Current Year Activities for Capital Projects or Other Improvements</strong></td>
<td>64.8</td>
<td>8.9</td>
<td>7.7</td>
<td>9.5</td>
<td>10.7</td>
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<tr>
<td><strong>Cash balance - January 1</strong></td>
<td>72.9</td>
<td>117.9</td>
<td>101.7</td>
<td>84.5</td>
<td>76.4</td>
</tr>
<tr>
<td><strong>Total Cash Available for Capital Projects or Debt PrePayment</strong></td>
<td>137.7</td>
<td>126.8</td>
<td>109.4</td>
<td>94.0</td>
<td>87.1</td>
</tr>
<tr>
<td><strong>total CIP</strong></td>
<td>(16.8)</td>
<td>(22.1)</td>
<td>(21.9)</td>
<td>(14.6)</td>
<td>(14.2)</td>
</tr>
<tr>
<td><strong>Pre funding debt</strong></td>
<td></td>
<td></td>
<td></td>
<td>(3.0)</td>
<td>(3.0)</td>
</tr>
<tr>
<td><strong>Cash balance - December 31</strong></td>
<td>$ 117.9</td>
<td>$ 101.7</td>
<td>$ 84.5</td>
<td>$ 76.4</td>
<td>$ 69.9</td>
</tr>
<tr>
<td><strong>Senior debt service coverage (1.25x test)</strong></td>
<td>1.93</td>
<td>1.35</td>
<td>1.28</td>
<td>1.35</td>
<td>1.39</td>
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<tr>
<td><strong>Alternative senior debt coverage</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total FCCs in revenue above</strong></td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td><strong>$$$ of FCCs removed from calculation</strong></td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td><strong>Potential senior debt coverage (1.0x test)</strong></td>
<td>1.63</td>
<td>1.15</td>
<td>1.10</td>
<td>1.16</td>
<td>1.21</td>
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<tr>
<td><strong>Breakdown of end of year cash balance</strong></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Unrestricted/Unreserved</strong></td>
<td>$ 19.7</td>
<td>$ 14.4</td>
<td>$ 8.9</td>
<td>$ 4.3</td>
<td>$ (1.1)</td>
</tr>
<tr>
<td><strong>Restricted-debt reserves</strong></td>
<td>13.4</td>
<td>13.4</td>
<td>13.4</td>
<td>13.4</td>
<td>13.4</td>
</tr>
<tr>
<td><strong>Restricted-Growth CIP (FCCs)</strong></td>
<td>13.9</td>
<td>16.4</td>
<td>18.9</td>
<td>21.4</td>
<td>23.9</td>
</tr>
<tr>
<td><strong>Restricted-CIP from bonds</strong></td>
<td>38.0</td>
<td>24.4</td>
<td>9.9</td>
<td>3.7</td>
<td>0.1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>65.3</td>
<td>54.2</td>
<td>42.3</td>
<td>38.6</td>
<td>37.3</td>
</tr>
<tr>
<td><strong>Reserved</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Operating</strong></td>
<td>11.7</td>
<td>11.9</td>
<td>12.1</td>
<td>12.3</td>
<td>12.6</td>
</tr>
<tr>
<td><strong>Capital replacement reserves</strong></td>
<td>16.8</td>
<td>16.8</td>
<td>16.8</td>
<td>16.8</td>
<td>16.8</td>
</tr>
<tr>
<td><strong>Routine capital replacement reserves</strong></td>
<td>3.4</td>
<td>3.4</td>
<td>3.4</td>
<td>3.4</td>
<td>3.4</td>
</tr>
<tr>
<td><strong>Self insurance reserves</strong></td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>32.9</td>
<td>33.1</td>
<td>33.3</td>
<td>33.5</td>
<td>33.8</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 117.9</td>
<td>$ 101.7</td>
<td>$ 84.5</td>
<td>$ 76.4</td>
<td>$ 69.9</td>
</tr>
</tbody>
</table>
**Effect of rate increases**

The proposed rate increases for 2016-2020 are as follows:

<table>
<thead>
<tr>
<th></th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Avg/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>5%</td>
<td>5%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3.99%</td>
</tr>
<tr>
<td>Wastewater</td>
<td>0%</td>
<td>5%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3.00%</td>
</tr>
<tr>
<td>Recycled water</td>
<td>5%</td>
<td>5%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3.99%</td>
</tr>
</tbody>
</table>

Customers like to see how the average bi-monthly bill as an EID customer compares to other nearby utilities. The two charts below show that EID’s proposed 2016 bi-monthly water bill for an average customer is still in the lower 1/3 of bills issued by neighboring utilities. Also, the average customer’s proposed 2016 bi-monthly sewer bill is in the lower 1/3 of bills issued by utilities treating wastewater to tertiary treatment levels.
As stated in the 2016 budget presentation, EID is not the only utility trying to fix its aging infrastructure. A recent article in the Sacramento Bee reported that the City of Sacramento is proposing to increase its water rates by 10% each year for four years, and its wastewater rates 9% per year for four years. This proposal is after the City had already imposed double digit rate hikes on its water and wastewater rates over the prior three years.

Staff prepared two graphs that depict how these rate increases would compare to EID’s monthly bills over the next several years. The average bi-monthly sewer bill would be slightly less than EID’s and the average bi-monthly water bill would be much higher than EID’s.
EID and City of Sacramento Bi-Monthly Water Rates Comparison Through 2019
What does the 2016 proposed rate increase for water and recycled water rates mean to our customers on a bi-monthly bill? For 90% of our customers, it means an increase of less than $2.50 per month in 2016 and in following years it means, $2.62 in 2017, $2.20 in 2018, $1.71 in 2019 and $1.77 in 2020.

For the wastewater customers there is no rate increase for 2016. For 2017-2020 the proposal for 94% of the wastewater customers, on a monthly basis is an increase of $3.35 in 2017, $2.82 in 2018, $2.20 in 2019 and $2.26 in 2020.
### Water Customers

<table>
<thead>
<tr>
<th>SINGLE FAMILY RESIDENTIAL</th>
<th>5% RATE INCREASE</th>
<th>CHANGE TO BILL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LOW USER - 1,053 cf</td>
<td></td>
</tr>
<tr>
<td>WA Base</td>
<td>$ 55.37</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>1,053 $ 14.16</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1,053 $ 69.53</td>
<td></td>
</tr>
</tbody>
</table>

### MEDIUM USER - 3,057 cf

| WA Base                   | $ 55.37          |                | WA Base              | $ 58.14        |        |
| Tier 1, 0-1,800 cf       | 1,800 $ 24.21    |                | Tier 1, 0-1,800 cf  | 1,800 $ 25.42  |        |
| Tier 2, 1,801-4,500 cf   | 1,257 $ 20.40    |                | Tier 2, 1,801-4,500 cf | 1,257 $ 21.42 |        |
| Total                     | 3,057 $ 99.98    |                | Total                | 3,057 $ 104.98| $ 4.99 |

### HIGH USER - 7,686 cf

| WA Base                   | $ 55.37          |                | WA Base              | $ 58.14        |        |
| Tier 1, 0-1,800 cf       | 1,800 $ 24.21    |                | Tier 1, 0-1,800 cf  | 1,800 $ 25.42  |        |
| Tier 2, 1,801-4,500 cf   | 2,700 $ 43.82    |                | Tier 2, 1,801-4,500 cf | 2,700 $ 46.01 |        |
| Tier 3, > 4,500 cf       | 3,186 $ 60.66    |                | Tier 3, > 4,500 cf  | 3,186 $ 63.69  |        |
| Total                     | 7,686 $ 184.06   |                | Total                | 7,686 $ 193.25| $ 9.19 |

All base charges are determined using the 3/4" rate.

Low, medium, and high user values were determined in the 2007-2010 Combined Annual Potable Usage Summary report.
## SINGLE FAMILY RESIDENTIAL DUAL

<table>
<thead>
<tr>
<th></th>
<th>5% RATE INCREASE</th>
<th>CHANGE TO BILL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOW USER - 2,212 cf</strong></td>
<td></td>
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</tr>
<tr>
<td>WA Base</td>
<td>$33.32</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>$7.72</td>
<td></td>
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<tr>
<td>RC Base</td>
<td>$22.05</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$10.42</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,212</td>
<td>$73.51</td>
</tr>
</tbody>
</table>

## LOW USER

<table>
<thead>
<tr>
<th></th>
<th><strong>LOW USER - 2,212 cf</strong></th>
<th><strong>CHANGE TO BILL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>WA Base</td>
<td>$34.99</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>$8.10</td>
<td></td>
</tr>
<tr>
<td>RC Base</td>
<td>$23.15</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$10.94</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,212</td>
<td>$77.19</td>
</tr>
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</table>

## MEDIUM USER - 4,030 cf

<table>
<thead>
<tr>
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<th><strong>MEDIUM USER - 4,030 cf</strong></th>
<th><strong>CHANGE TO BILL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>WA Base</td>
<td>$33.32</td>
<td>$34.99</td>
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<tr>
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<td>$15.80</td>
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</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$18.16</td>
<td>$19.07</td>
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<tr>
<td>Tier 2, 3,001-4,500 cf</td>
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<tr>
<td><strong>Total</strong></td>
<td>$4,030</td>
<td>$89.33</td>
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</table>

## MEDIUM USER

<table>
<thead>
<tr>
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<th><strong>MEDIUM USER - 4,030 cf</strong></th>
<th><strong>CHANGE TO BILL</strong></th>
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<tbody>
<tr>
<td>WA Base</td>
<td>$34.99</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>$16.59</td>
<td></td>
</tr>
<tr>
<td>RC Base</td>
<td>$23.15</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$19.07</td>
<td></td>
</tr>
<tr>
<td>Tier 2, 3,001-4,500 cf</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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<td>$93.80</td>
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## HIGH USER - 7,901 cf

<table>
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<tr>
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<th><strong>HIGH USER - 7,901 cf</strong></th>
<th><strong>CHANGE TO BILL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>WA Base</td>
<td>$33.32</td>
<td>$34.99</td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>$24.21</td>
<td>$25.42</td>
</tr>
<tr>
<td>RC Base</td>
<td>$22.05</td>
<td>$23.15</td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$24.21</td>
<td>$25.42</td>
</tr>
<tr>
<td>Tier 2, 1,801-4,500 cf</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$19.08</td>
<td>$20.04</td>
</tr>
<tr>
<td>Tier 2, 3,001-4,500 cf</td>
<td>1,500</td>
<td>$16.94</td>
</tr>
<tr>
<td>Tier 3, &gt; 4,500 cf</td>
<td>$18.04</td>
<td>$18.94</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$7,901</td>
<td>$147.77</td>
</tr>
</tbody>
</table>

## HIGH USER

<table>
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<tr>
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<th><strong>HIGH USER - 7,901 cf</strong></th>
<th><strong>CHANGE TO BILL</strong></th>
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</thead>
<tbody>
<tr>
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<td>$34.99</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>$25.42</td>
<td></td>
</tr>
<tr>
<td>RC Base</td>
<td>$23.15</td>
<td></td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$20.04</td>
<td></td>
</tr>
<tr>
<td>Tier 2, 1,801-4,500 cf</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>Tier 3, &gt; 4,500 cf</td>
<td>$18.94</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$7,901</td>
<td>$147.77</td>
</tr>
</tbody>
</table>

All base charges are determined using the 3/4" rate.  
Low, medium, and high user values were determined in the 2007-2010 Combined Annual Potable Usage Summary report.

## Conclusion

The proposed rate increases are needed to adequately fund infrastructure replacement and normal operations. Even with these rate increases, debt coverage for 2018 is barely met and there is a negative $1.1 million unrestricted cash balance projected in 2020. The unrestricted cash balance can be mitigated through additional non-rate revenues such as water transfers, continued favorable interest rates on the variable debt or through an additional bond sale in 2020 to fund long-lived assets planned for rehabilitation in the next phase of capital investment in years 2021-2025.
**Board Decisions/Options:**

**Option 1:** Adopt proposed resolution approving the implementation of water and recycled water rate increases for 2016-2020 of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater rates, and revising the Small Farm and Agriculture with Residence water rate to include Tier II potable water pricing as proposed in the November 23, 2015 Proposition 218 notice and consideration to approve a 5-year extension of the Water Supply Agreement between the City of Placerville and El Dorado Irrigation District and the implementation of the water rate increase for 2016-2020.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action.

**Staff / General Manager’s Recommendation:**

Option 1

**Supporting Documents Attached:**

Attachment A – Proposed Resolution
Attachment B – Proposed Water Supply Agreement with City of Placerville, 2016-2020
Attachment C – Proposed Water and wastewater rate comparisons by Customer Class

_____________________________
Mark Price
Finance Director

_____________________________
Thomas D. Cumpston
General Counsel

_____________________________
Jim Abercrombie
General Manager
RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
APPROVING IMPLEMENTATION OF WATER, RECYCLED WATER, AND
WASTEWATER RATE CHANGES AND INCREASES FOR 2016-2020

WHEREAS, the District fixes and collects charges for the use of water under the
authority of Water Code section 22280(a); and

WHEREAS, the District fixes and collects charges for wastewater disposal service,
including the use of recycled water, under the authority of Water Code sections 22176, 22178-
22180, 22280(a), and 22975(a); and

WHEREAS, in Resolution No. 2010-003, adopted on February 4, 2010, the District’s
Board of Directors committed the District to conduct, complete, and implement the results of a
comprehensive cost-of-service study as soon as possible, to ensure appropriate charges and
differences in charges among the various water, wastewater, and recycled water rate
classifications; and

WHEREAS, the District retained an expert consultant and formed a Cost-of-Service
Committee consisting of five community volunteers and five District staff to perform a cost-of-
service study; and

WHEREAS, in a public meeting on September 1, 2010, the Board adopted policies to
guide rate-setting, as recommended by the Cost-of-Service Committee; and

WHEREAS, the District’s General Manager provided briefings to the District’s Board of
Directors and the public, including after each meeting of the Cost-of-Service Committee, totaling
fourteen public briefings between August 23, 2010 and November 14, 2011; and
WHEREAS, the District conducted public outreach meetings to report on the cost-of-service study in Cameron Park on October 24, 2011 and in Pollock Pines on October 26, 2011; and

WHEREAS, the District’s retained consultant completed the cost-of-service study and on November 14, 2011 the District’s Board of Directors adopted a fixed/variable charge cost-recovery methodology and accepted the results of the cost-of-service study; and

WHEREAS, the District’s retained consultant delivered to the District on January 23, 2012 a “Final Cost-of-Service Rate Study Report;” and

WHEREAS, on November 23, 2015 the District issued mailed notice of proposed changes to its water, and recycled water charges in 2016, 2017, 2018, 2019, and 2020 and proposed changes to its wastewater charges in 2017, 2018, 2019, and 2020, of the basis for the changes, of the reasons for the changes, of the changes themselves, of a public hearing on the proposed changes, and of the right to protest said changes, to the owner of every affected property in accordance with Article 13D, section 6 of the California Constitution and Sections 53750 and 53755 of the California Government Code (“Proposition 218 Notice”); and

WHEREAS, the District has conducted said public hearing on January 11, 2016 in Placerville, heard and received testimony and other evidence, and considered all protests and objections to the rate change proposals as set forth in the Proposition 218 Notice; and

WHEREAS, at the close of the public hearing on January 11, 2016, the Board Clerk had not received majority protests, as defined by Article 13D, section 6 and implementing legislation, to the proposed water, wastewater, or recycled water rate changes; and

WHEREAS, in accordance with the Final Cost-of-Service Rate Study Report, changes and increases in water, wastewater, and recycled water charges are needed in 2016, 2017, 2018, 2019, and 2020 to ensure rate equity, comply with Proposition 218, and as part of the total rate increases in the District’s...
District revenues necessary to meet operating expenses; purchase or lease supplies, equipment or materials; meet financial reserve needs and requirements, including required debt service coverage; and obtain funds for capital projects necessary to maintain service within existing service areas;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS by the Board of Directors of El Dorado Irrigation District:

A. The Board hereby finds as follows:

1. It is necessary for the District to change and increase water, wastewater and recycled water rates in order to meet its operating expenses and financial requirements, and to sustain safe, reliable water and wastewater disposal services.

2. The proposed changes and increases to water, wastewater, and recycled water charges have been calculated to, and will, have the following characteristics:

   a. They are set for the purposes of, and will not exceed the costs of, meeting operating expenses, purchasing or leasing supplies, equipment, or materials, meeting financial reserve needs and requirements, and obtaining funds for capital projects necessary to maintain service within existing service areas, in compliance with Public Resources Code section 21080(b)(8);

   b. The revenues derived from them will not exceed the funds required to provide water, wastewater, and recycled water service, in compliance with Article 13D, section 6(b)(1) of the California Constitution;

   c. The revenues derived from them will not be used for any purpose other than water, wastewater, and recycled water service, in compliance with Article 13D, section 6(b)(1) of the California Constitution; and
d. The amount of charge imposed on any parcel or person shall not exceed the proportional cost of the service attributable to the parcel, in compliance with Article 13D, section 6(b)(1) of the California Constitution.

3. The District shall continue the practice, instituted in 2010, of calculating and approving, consistent with Article 13D, section 6 of the California Constitution, all service charges necessary to fund the repayment of borrowed capital funds before initiating such borrowing.

4. The District shall continue to apply an internal financial control test instituted in 2010 that requires projected annual revenues, excluding Facility Capacity Charges, to equal or exceed projected annual operating expenses plus debt payments.

B. The evidence to support all findings made and actions taken herein consists of the following, all of which are incorporated by reference into the record of proceedings for this Resolution:

1. This Resolution and the Proposition 218 Notice, annexed hereto as Exhibit A.

2. The Final Cost-of-Service Rate Study Report and all appendices thereto, including the February 8, 2012 appendix entitled, “Water and Sewer Rate Model Tables;” the Excel worksheet rate model created by the consultant; and the following documents:

• Water Environment Federation, *Financing and Charges for Wastewater Systems*, Manual of Practice No. 27 (2004); and


3. All agendas and attachments for the Cost-of-Service Committee meetings following the District’s retention of the consultant, which occurred on the following dates: August 4, August 20 (summary but no agenda), September 28, October 22, and November 19, 2010; January 14, February 25, April 6, and May 6, 2011.

4. All written materials, images, and oral statements presented by the District, its personnel and the public at or in connection with the January 11, 2016 noticed public hearing on this Resolution.

5. All written materials, images, and oral statements presented by the District, its personnel, its consultant, and the public relating to the cost-of-service study; water, wastewater, or recycled water rates; or Proposition 218, at or in connection with the following public meetings: August 23, September 1, October 12, November 8, and December 13, 2010 Board meetings; January 24, March 14, April 25, May 23, June 13, August 23, September 26, October 11, and November 14, 2011 Board meetings; October 24 and October 26, 2011 public outreach meetings; February 27 and March 26, 2012 Board meetings; October 26, November 9, and December 14, 2015 Board meetings; and January 11, 2016 Board meeting/noticed public hearing.
6. The approved minutes of all Board meetings held on August 23, September 1, October 12, November 8, and December 13, 2010; January 24, March 14, April 25, May 23, June 13, August 23, September 26, October 11, and November 14, 2011; March 26, 2012; October 26, November 9, and December 14, 2015; and January 11, 2016.

7. The District’s adopted 2016 mid-cycle operating budget update, and its adopted 2016-2020 capital improvement program;

8. All written materials, images, and oral statements presented by the District, its personnel, and the public at or in connection with the Board’s deliberations on the 2016 mid-cycle operating budget update and 2016-2020 financial plan on October 26 and November 9, 2015, and the Board’s deliberations on the 2016-2020 capital improvement program on September 28 (special meeting) and October 13, 2011;

9. The District’s Request for Proposals, the consultant’s proposal, all written materials, images, and oral statements presented by the District, its personnel, or the consultant at or in connection with the Board’s July 26, 2010 deliberations on awarding the contract for the cost-of-service study, the Notice to Proceed from the District to the consultant, and all contract documents.


C. The Board hereby approves changes and increases to water, wastewater and recycled water service charges, effective February 1, 2016 for the 2016 increases and
January 1 of each year thereafter in which increases are implemented, as set forth in the tables on pages 2, 3, and 4 of Exhibit A hereto.

The foregoing Resolution was introduced at a public hearing of the Board of Directors of the EL DORADO IRRIGATION DISTRICT, held during a special meeting on the 11th day of January, 2016 by Director , who moved its adoption. The motion was seconded by Director and a poll vote taken which stood as follows:

AYES:

NOES:

ABSENT:

The motion having a majority of votes “Aye,” the resolution was declared to have been adopted, and it was so ordered.

Bill George, President
Board of Directors of
EL DORADO IRRIGATION DISTRICT

ATTEST:

Clerk to the Board
I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a public hearing of the Board of Directors held on the 11th day of January, 2016.

______________________________
Clerk to the Board
EL DORADO IRRIGATION DISTRICT
How do EID rates compare with other water and sewer utilities?

The following charts show how EID rates compare with other utilities in the region for typical residential water use and future projections. The charts include rate information for a single family residence located at 2890 Mosquito Road, Placerville.

**ATTENTION: A NOTE ABOUT WASTEWATER TREATMENT**

While cities ask why sewer bills are high, often a simple truth about infrastructure management is lost. Sewer and wastewater services are critical for our health and safety. The treatment of wastewater requires large capital investments that are necessary to meet regulatory requirements. This project will include new pumps when old ones wear out, monitoring required to ensure compliance, and replacement of old aging infrastructure.

**RATES ADOPTION**

If adopted, the first increase would take effect February 1, 2016. All subsequent increases would be effective on or after January 1 of each year beginning January 1, 2017 through January 2020.

**PROPOSITION 218 NOTICE OF PUBLIC HEARING**

On January 11, 2016, the EID Board of Directors will hold a public hearing to consider the proposed rate increases described in this notice.

The hearing will begin at 9:00 a.m. at the El Dorado Irrigation District Headquarters located at 2890 Mosquito Road, Placerville.

**HOW TO PROTEST THE PROPOSED NEW RATES**

Under Proposition 218, the owner of record for a parcel that is subject to the proposed rate increases can submit a written protest to the proposed rate increases received by the District at or before the time set for the public hearing.

If a majority of affected property owners submit written protests, the proposed rate increases will not go into effect and the reconvening of the public hearing will be necessary.

**ATTENTION EID CUSTOMERS OR OWNERS OF AFFECTED PROPERTY**

We are writing to notify you of proposed new water, wastewater, and recycled water services, as required by Article XIII D, Section 6, of the California Constitution (Proposition 218). The El Dorado Irrigation District (EID) Board of Directors will consider the rates during this public hearing or at a subsequent meeting.

**EID’s Financial Needs**

EID is committed to providing safe, reliable, and high-quality water, wastewater, and recycled water services for our customers. To meet this commitment, the District must generate revenues that ensure the necessary infrastructure investments to maintain-out and reliable service. This is done by striking a balance between fee revenues and capital recovery and maintaining cost-of-service (any future rate increase) for our customers. As a water, sewer, and recycled water system operator, it is important to continue investing in replacing, rebuiting, and expanding infrastructure to avoid long-term, balanced planning.

Based on the most recent heard approved financial plan, the District expects to continue investing in new wastewater, water, wastewater, and recycled water services pursuant to the District’s capital current and projected costs of operations and services.

**NEEDED INFRASTRUCTURE REINVESTMENT**

EID staff developed a financial plan, it has been determined that EID needs to invest approximately $49 million to rebuild or repair water and wastewater treatment plants and additional funds for infrastructure projects.

**TARIFFS AND RATES**

EID has aggressively controlled costs and investments in new projects. In September of 2014, a partial collapse of the Esmeralda Tunnel caused $18 million in expenses. We use a portion of the proceeds from the full write-off of this cost as a revenue source. This past winter, we have financed several important investments, including emergency repairs. This rebuilding project will include new pumps when old ones wear out, monitoring required to ensure compliance, and replacement of old aging infrastructure.

**EID’S FINANCIAL PLAN**

ExPENsEs?

The El Dorado Irrigation District (EID) develops regularly updated long-term, balanced financing plans. To meet this commitment, the District must generate revenues that ensure the necessary infrastructure investments to maintain-out and reliable service. This is done by striking a balance between fee revenues and capital recovery and maintaining cost-of-service (any future rate increase) for our customers. As a water, sewer, and recycled wastewater system operator, it is important to continue investing in replacing, rebuiting, and expanding infrastructure to avoid long-term, balanced planning.

Based on the most recent heard approved financial plan, the District expects to continue investing in new wastewater, water, wastewater, and recycled water services pursuant to the District’s capital current and projected costs of operations and services.

**EID’S FINANCIAL PLAN**

**NOTICE OF PUBLIC HEARING**

On January 11, 2016, the EID Board of Directors will hold a public hearing to consider the proposed rate increases described in this notice.

The hearing will begin at 9:00 a.m. at the El Dorado Irrigation District Headquarters located at 2890 Mosquito Road, Placerville.

**WHAT’S INCLUDED IN OPERATING EXPENSES?**

The major components of operating expenses are salaries and benefits, supplies and materials, and regulatory fees, and accounting costs.

Labor: A variety of EID employees work daily to provide our customers with the best possible service. Operations run the water and wastewater treatment plants and water delivery and wastewater treatment systems. Construction and maintenance staff repair and replace pipe and other infrastructure. Recreational facilities staff maintain and improve recreation facilities.

**NOTICE OF PUBLIC HEARING**

On January 11, 2016, the EID Board of Directors will hold a public hearing to consider the proposed rate increases described in this notice.

The hearing will begin at 9:00 a.m. at the El Dorado Irrigation District Headquarters located at 2890 Mosquito Road, Placerville.
### Water Rates - Base Charges

<table>
<thead>
<tr>
<th>Size</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
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### Water Rates - Commodity

<table>
<thead>
<tr>
<th>Size</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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<td>2&quot;</td>
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<td>$203.09</td>
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<tr>
<td>1 1/2&quot;</td>
<td>$149.38</td>
<td>$156.85</td>
<td>$164.69</td>
<td>$171.28</td>
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<td>$181.71</td>
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<tr>
<td>5/8&quot; and 3/4&quot; meters</td>
<td>$58.23</td>
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### Wastewater Rates

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<tr>
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<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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<td>$185.98</td>
<td>$195.28</td>
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<td>$209.18</td>
<td>$215.46</td>
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<td>$176.42</td>
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<tr>
<td>5/8&quot; and 3/4&quot; meters</td>
<td>$58.23</td>
<td>$61.14</td>
<td>$64.20</td>
<td>$66.77</td>
<td>$68.77</td>
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### Commodity Charges

<table>
<thead>
<tr>
<th>All usage</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
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<tbody>
<tr>
<td>Single Family Residential</td>
<td>$0.03878</td>
<td>$0.03878</td>
<td>$0.04072</td>
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<td>Single Family Dual Plumbed Residential</td>
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</tr>
<tr>
<td>Multi-Family Residential (per unit)</td>
<td>$35.34</td>
<td>$35.34</td>
<td>$37.11</td>
<td>$38.59</td>
<td>$39.75</td>
<td>$40.94</td>
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<tr>
<td>Agricultural Landscape (per unit)</td>
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<td>$0.00641</td>
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<td>$0.00683</td>
<td>$0.00705</td>
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### Notes

1 miners inch day = 16,156.80 gallons or 2,160 cubic feet

1 cubic foot = 7.48 gallons

[1] Tier 1 rate is 50% of potable water Tier 1 rate, Tier 2 rate is 70% of potable water Tier 2 rate

[2] Tier 2 rate is 70% of potable water Tier 2 rate

[3] Tier 1 rate is 50% of potable water Tier 1 rate, Tier 2 rate is 70% of potable water Tier 2 rate, and Tier 3 rate is 80% of potable Tier 3 rate

[4] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[5] Power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[6] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[7] Power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[8] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

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[10] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[11] Power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[12] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[13] Power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[14] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[15] Power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[16] Water system. Rebuilding dilapidated power generation facilities, or replacing them with new facilities, can reduce power generation revenues.

[17] Power generation facilities, or replacing them with new facilities, can reduce power generation revenues.
### Water Rates - Commodity

#### Agricultural Irrigation (without residence) and Raw Water Meters

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<tr>
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<tr>
<td>0 - 1,800 cf</td>
<td>$0.01345</td>
<td>$0.01412</td>
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<td>$0.01200</td>
<td>$0.01275</td>
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<td>$0.01139</td>
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<tr>
<td>Above 7,200 cf</td>
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<td>$0.00832</td>
<td>$0.00909</td>
<td>$0.00969</td>
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#### Recycled Water Rates

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<td>0 - 1,800 cf</td>
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#### Raw Water Rates

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### Commodity Charges

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</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>$0.01522</td>
<td>$0.01576</td>
<td>$0.01630</td>
<td>$0.01683</td>
<td>$0.01736</td>
<td>$0.01789</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>$0.01782</td>
<td>$0.01836</td>
<td>$0.01890</td>
<td>$0.01944</td>
<td>$0.01998</td>
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<tr>
<td>Commercial Medium/Low</td>
<td>$0.04458</td>
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<td>$0.04681</td>
<td>$0.04868</td>
<td>$0.05014</td>
<td>$0.05164</td>
</tr>
<tr>
<td>Commercial - Medium/Low</td>
<td>$0.06423</td>
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<td>$0.06744</td>
<td>$0.07014</td>
<td>$0.07224</td>
<td>$0.07441</td>
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<tr>
<td>Commercial - Medium/Low/High</td>
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<td>$0.07691</td>
<td>$0.07976</td>
<td>$0.08359</td>
<td>$0.08633</td>
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<tr>
<td>Commercial - Low</td>
<td>$0.04941</td>
<td>$0.04941</td>
<td>$0.05174</td>
<td>$0.05368</td>
<td>$0.05547</td>
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<tr>
<td>Commercial - Low/Low</td>
<td>$0.03701</td>
<td>$0.03701</td>
<td>$0.03934</td>
<td>$0.04116</td>
<td>$0.04284</td>
<td>$0.04453</td>
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<tr>
<td>Commercial - High</td>
<td>$0.05490</td>
<td>$0.05490</td>
<td>$0.05724</td>
<td>$0.05917</td>
<td>$0.06086</td>
<td>$0.06260</td>
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<tr>
<td>Commercial - High/High</td>
<td>$0.06651</td>
<td>$0.06651</td>
<td>$0.06885</td>
<td>$0.07078</td>
<td>$0.07261</td>
<td>$0.07445</td>
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<tr>
<td>Recreational Turf</td>
<td>$0.03230</td>
<td>$0.03230</td>
<td>$0.03464</td>
<td>$0.03654</td>
<td>$0.03796</td>
<td>$0.03936</td>
</tr>
<tr>
<td>Multi-Family Residential and Commercial/Landscape</td>
<td>$0.01167</td>
<td>$0.01167</td>
<td>$0.01192</td>
<td>$0.01217</td>
<td>$0.01242</td>
<td>$0.01267</td>
</tr>
<tr>
<td>Multi-Family Residential and Commercial/Landscape (per cubic foot)</td>
<td>$0.01004</td>
<td>$0.01034</td>
<td>$0.01065</td>
<td>$0.01096</td>
<td>$0.01128</td>
<td>$0.01160</td>
</tr>
</tbody>
</table>

### FOOTNOTES

1 miners inch = 11.22 gallons per minute (gpm)

All rates and service charges are per unit as noted.

Wastewater rates for the small farm and agricultural users with residences because residential usage

Tier 3. District staff believes it would be appropriate to implement the Tier 2 residential

Users with a residence be charged residential usage rates for both Tiers 1 and 2 as originally

EID has reviewed water usage since the rates and rate structure were put in place in 2012

New flumes should last 50 years.

This pipeline project increases the reli-

[J] 1 miners inch day = 16,156.80 gallons or 2,160 cubic feet

The water system. Rebuilding dilapidated

Flume replacement - Current schedule $119.81 $119.81 $125.80 $130.83 $134.75 $138.79

Flume replacement - All rate schedule $0.00875 $0.00919 $0.00965 $0.01004 $0.01034 $0.01065

Lime and water disposal revenues.

Rebuilding this 40-year-old artery allows

This project will provide approximately $2,000

The MRF will be able to process 350 tons of

FOOTNOTES (pp. 2-3):

[1] 1 miners inch = 11.22 gallons per minute (gpm)

[2] All rates and service charges are per unit as noted.

[3] Wastewater rates for the small farm and agricultural users with residences because residential usage

[4] Tier 1 rate is 50% of potable water Tier 1 rates. Tier 2 rate is 70% of potable Water Tier 2 rates. Tier 3 rate is 80% of potable Tier 3 rates.

Footnotes refer to the rate schedule based on bimonthly usage. Charges shown are per cubic foot (cf), or 7.48 gallons.
### Water Rates - Commodity

1 miner’s inch day = 16,156.80 gallons or 2,160 cubic feet

#### LEGEND (applies to all charts):
- **Base Charges**: Base Charges
- **Commodity Charges**: Commodity

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12&quot;T</td>
<td>$1,331.18</td>
<td>$1,397.74</td>
<td>$1,467.63</td>
<td>$1,526.34</td>
<td>$1,572.13</td>
<td>$1,619.29</td>
</tr>
<tr>
<td>10&quot;T</td>
<td>$1,018.23</td>
<td>$1,069.14</td>
<td>$1,122.60</td>
<td>$1,167.50</td>
<td>$1,202.53</td>
<td>$1,238.61</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$651.14</td>
<td>$683.70</td>
<td>$717.89</td>
<td>$746.61</td>
<td>$769.01</td>
<td>$792.08</td>
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<tr>
<td>4&quot;</td>
<td>$331.81</td>
<td>$348.40</td>
<td>$365.82</td>
<td>$380.45</td>
<td>$391.86</td>
<td>$403.62</td>
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<tr>
<td>2 1/2&quot;</td>
<td>$188.67</td>
<td>$203.14</td>
<td>$217.32</td>
<td>$228.75</td>
<td>$238.77</td>
<td>$247.28</td>
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<tr>
<td>2&quot;</td>
<td>$112.51</td>
<td>$118.14</td>
<td>$124.05</td>
<td>$129.01</td>
<td>$132.88</td>
<td>$136.87</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$74.04</td>
<td>$77.74</td>
<td>$81.63</td>
<td>$84.90</td>
<td>$87.45</td>
<td>$90.07</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$69.39</td>
<td>$72.86</td>
<td>$76.50</td>
<td>$79.56</td>
<td>$81.95</td>
<td>$84.41</td>
</tr>
<tr>
<td>5/8&quot; and 3/4&quot; meters</td>
<td>$55.37</td>
<td>$58.14</td>
<td>$61.05</td>
<td>$63.49</td>
<td>$65.39</td>
<td>$67.35</td>
</tr>
</tbody>
</table>

#### FOOTNOTES (pp. 2-3):
1 cubic foot = 7.48 gallons

### Recycled Water Rates

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;</td>
<td>$76.21</td>
<td>$80.02</td>
<td>$84.02</td>
<td>$87.38</td>
<td>$90.00</td>
<td>$92.70</td>
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<tr>
<td>1 1/2&quot;</td>
<td>$154.17</td>
<td>$161.88</td>
<td>$169.97</td>
<td>$176.77</td>
<td>$182.07</td>
<td>$187.53</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$130.44</td>
<td>$136.96</td>
<td>$143.81</td>
<td>$149.56</td>
<td>$154.05</td>
<td>$158.67</td>
</tr>
</tbody>
</table>

#### FOOTNOTES:
- [1]: Tier 1 is a rate of 150% of potable water Tier 1 rate, Tier 2 is 175% of potable water Tier 2 rate, and Tier 3 is 200% of potable Tier 3 rate.
- [2]: Base charges, or fixed charges, help for the costs associated with operating and maintaining EID’s water, wastewater, and recycled water systems. These charges are determined by meter size, not by the amount of water delivered.
- [3]: Commodity Charges — commodity charges cover costs that vary based upon the amount of water delivered. These rates reflect a tiered rate structure based on_land use intensity. Charges shown are per acre foot (af), or 770 gallons.
### How do EID rates compare with other water and sewer utilities?

Within the State of California and among utilities in the region for which this report is prepared, the EID provides some of the most advanced wastewater treatment services. The calculations in the chart include the base charge plus the commodity charge for the water necessary to collect, treat, and safely reuse high. Quite simply, it's costly but absolutely necessary to provide water and wastewater services for the communities. To meet the consent decree, the District must comply with stringent long-term financial plans that are designed to ensure that there are adequate funds for the necessary infrastructure investments to maintain out and reliable service. This is done by striking a balance between financing inflows through current cash flow (gas and sewers) and the need to build financial reserves for future costs.

### Why are EID rates being increased?

The major components of operating expenses are limited to energy, labor, and regulatory fees. The costs of energy to operate our recreation facilities.

### EID financial plan

As our water, sewer, and recycled water systems age, it is important to continue to provide high-quality water and wastewater services for the communities. To meet the consent decree, the District must comply with stringent long-term financial plans that are designed to ensure that there are adequate funds for the necessary infrastructure investments to maintain our and reliable service. This is done by striking a balance between financing inflows through current cash flow (gas and sewers) and the need to build financial reserves for future costs. As noted above, rates help pay for the necessary investments to maintain safe and reliable service. This rebuilding project will improve the reliability of water supply and power generation for up to 100 years.

### Rate Adoption

If adopted, the first increase would take effect February 5, 2016. All subsequent increases would be effective the first day of each month, beginning January 2017 through January 2020.

### How to contest the proposed increase?

On January 11, 2016, the EID Board of Directors will hold a public hearing to consider the proposed rate changes described in this notice. The hearing will begin at 9:00 a.m. at the El Dorado Irrigation District headquarters located at 2890 Mosquito Road, Placerville.

ATTENTION: This notice contains a proposed request for a change in the rate structure. In accordance with Proposition 218, the owner of record for a parcel(s) that is under protest must submit written protest. All subsequent increases would be effective the first day of each month, beginning January 2017 through January 2020.

### Rate Increases Summary

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Average Increase</th>
<th>Average Increase</th>
<th>Average Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>$2.00 per month</td>
<td>$0.93 per month</td>
<td>$0.78 per month</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$2.23 per month</td>
<td>$1.16 per month</td>
<td>$0.82 per month</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$2.35 per month</td>
<td>$1.20 per month</td>
<td>$0.86 per month</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$2.48 per month</td>
<td>$1.24 per month</td>
<td>$0.90 per month</td>
</tr>
</tbody>
</table>

### REMARKS

EID has determined the necessary investments to address the significant aging of our water and wastewater infrastructure as well as to comply with changing state and federal regulations. This project will include replacing, rehabilitating, and expanding our water and wastewater systems while maintaining rates at an affordable level.

### PROPOSED RATE INCREASES: 2016 - 2020

For the AVERAGE WATER CUSTOMER, a person who uses $2.35 per month in 2016 and additional increases of $1.06 in 2018, $1.20 in 2019, and $1.24 in 2020.

For the AVERAGE DUAL-PURPOSE CUSTOMER, a person who uses $2.35 per month in 2016 and additional increases of $1.06 in 2018, $1.20 in 2019, and $1.24 in 2020.

For the AVERAGE DUAL-PURPOSE CUSTOMER, an amount increases of $2.82 in 2018, $2.20 in 2019, and $2.26 in 2020. There is no owner rate increase for 2016.

### WHAT IS INCLUDED IN OPERATING EXPENSES

The major components of operating expenses are labor, energy, regulatory fees, cost of capital, and regulatory fees.

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<tr>
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### NOTICE OF PUBLIC HEARING

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ATTENTION: This notice contains a proposed request for a change in the rate structure. In accordance with Proposition 218, the owner of record for a parcel(s) that is under protest must submit written protest. All subsequent increases would be effective the first day of each month, beginning January 2017 through January 2020.

### Rate ADOPTION

If adopted, the first increase would take effect February 5, 2016. All subsequent increases would be effective the first day of each month, beginning January 2017 through January 2020.

### EID financial plan

As noted above, rates help pay for the necessary investments to maintain safe and reliable service. This rebuilding project will improve the reliability of water supply and power generation for up to 100 years.

### NECESSARY INFRASTRUCTURE REINVESTMENT

<table>
<thead>
<tr>
<th>Project</th>
<th>Funding</th>
<th>Benefits</th>
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</thead>
<tbody>
<tr>
<td>EsMERA LIdA tuNNEl</td>
<td>$6.1M</td>
<td>Reduce water delivery and wastewater collection costs.</td>
</tr>
<tr>
<td>FoREbAy DAM MoDIFICA tIoNs</td>
<td>$19M</td>
<td>Reduce water delivery and wastewater collection costs.</td>
</tr>
</tbody>
</table>
ATTENTION

How do EID rates compare with other water and sewer utilities?

The major components of operating ex-

Proposed rate Increases: 2016 - 2020

- Water
- Wastewater
- Recycled Water

Because our water, sewer, and recycled water

For Bi-Monthly Service - Single Family Residence: 1,600 cf of winter usage

Commodity Charge

Secondary Treatment

Directors will hold a public hearing to

The hearing will begin at 9:00 a.m.
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El Dorado Irrigation District, 2890 Mosquito Road, Placerville, CA 95667.

On January 11, 2016, the EID Board of

We are writing to notify you of proposed new rates for water, wastewater, and

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El Dorado Irrigation District (EID)

The El Dorado Irrigation District (EID) Regional Sewer Bill Comparison - 2016

For Bi-Monthly Service - Single Family Residence: 3/4” Meter - 3,000 cf usage

Mandated treatment facility improvements from secondary to tertiary are estimated to be completed by 2021 - 2023

This notice contains

The written protest must identify the parcel(s) in which the party

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If a majority of affected property owners submit written protests, the proposed rate increases will not take effect, and the recon-

Waste 5% 5% 4% 3% 3% 4.00%

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Waste 5% 5% 4% 3% 3% 4.00%
AGREEMENT BETWEEN EL DORADO IRRIGATION DISTRICT
AND CITY OF PLACERVILLE FOR A WATER SUPPLY

THIS AGREEMENT, made and entered into this 11th day of January, 2016 (“Effective Date”) by and between EL DORADO IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as “DISTRICT”, and the CITY OF PLACERVILLE, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as “CITY”,

WITNESSETH:

WHEREAS, the District has water that can be sold to the City; and

WHEREAS, the City wishes to purchase water from the District and supply it to its end users in sufficient quantities to meet their demands, at the City’s sole cost, expense and responsibility:

NOW, THEREFORE, the parties hereby agree as follows:

1. This Agreement shall be effective as of its date and shall continue in effect initially through December 31, 2020 and from year to year thereafter. Beginning in 2020, it is subject to renegotiation upon written notice given by either party at least ninety (90) days before the annual renewal date.

2. a) The District shall deliver and sell water to the City at historic use levels, including normal growth increases, at the rates and charges set forth in Exhibit 1 attached hereto or as amended in accordance with Section 4.a), below. The City understands and agrees that all District water deliveries are subject to the availability of water, but that the City will not incur any deficiencies greater than all other District customers unless a facility outage disparately affects the District’s ability to deliver water to the City.

b) Water delivered and sold to the City shall be used within the boundaries of the City’s service area as is on file with the El Dorado County Local Agency Formation Commission, as modified from time to time. No extension of the City’s water service area shall be made without prior approval of the District’s Board. Such consent shall not be unreasonably withheld.

c) It is further understood and agreed that the City will use its best efforts and available resources to become and remain continuously compliant with the following enactments
(governing cross-connection and backflow prevention) and their successors, as each may be amended from time to time during the term of this Agreement:
   i) Sections 7583-7605 of Title 17 of the California Code of Regulations;
   ii) District Board Policy 5020 and Administrative Regulation 5021; and
   iii) The District’s then-current “Cross-Connection Control and Prevention of Backflow Program” document. Parties to this agreement shall not encroach or overlap each other’s service area until adoption of mutually agreeable criteria for extensions of service, including the availability of water.

3. The District shall deliver all water sold to the City through measuring devices maintained and operated by the District.

4. a) The District shall invoice the City, and the City shall pay the District, for all water delivered. Payment shall be at the District’s adopted Municipal Rate, as established and modified by the District’s Board of Directors from time to time based upon the net cost of service to the City and rate-setting methodology established in the District’s approved 2012 Cost of Services Study. The Municipal Rates in effect from the Effective Date through December 31, 2020 shall be as provided in Exhibit 1. The District shall invite the City to participate in the development of every modification to the Municipal Rate. The effective date of any District-adopted modification to the Municipal Rate shall be ninety (90) days after its adoption, to allow the City time to adjust its rate structure, unless the City agrees in writing to waive or shorten the time.
   b) The City agrees to pay the District all sums due and owing for water delivered during the preceding billing period within 21 calendar days after the District’s invoice date. Balances remaining unpaid after 21 days are subject to a late fee in accordance with District Administrative Regulations.
   c) Within thirty (30) days after the close of each calendar quarter, the City shall submit a written report notifying the District of all new or enlarged water connections in the City’s service area during the prior quarter. Simultaneously with the report, the City shall include full payment of Facility Capacity Charges (FCCs) to the District for all such new or enlarged water connections. The FCC charges paid by the City shall be based on the District’s duly adopted FCCs applicable to the portions of the District’s service area that adjoin the City’s service area, as amended from time to time. The FCCs currently paid by
the City are set forth in Exhibit 2. Beginning ninety (90) days after the Effective Date, the FCCs paid by the City shall increase by 2% pursuant to the 2015 change in the Engineering News-Record National Construction Cost Index. Additionally, the District shall invite the City to participate in the development of every future modification to the FCCs paid by the City, and the parties specifically agree to renegotiate the FCCs paid by the City upon completion of the District’s 2016 FCCs update, which will be completed in the summer of 2016. The effective date of any District-adopted modification to the FCCs paid by the City as a result of the 2016 update shall be ninety (90) days after their adoption, to allow the City time to adjust its own FCC structure, unless the City agrees in writing to waive or shorten the time.

d) The City shall provide the District, by January 30th of each year, an annual report on City accounts, water usage by use category, and new or enlarged water connections. The City also agrees to make its water service records available to the District, upon reasonable notice, for audit purposes.

5. The parties understand and agree that the City is subject to the District’s then-current Drought Preparedness Plan and Drought Action Plan, and that during times of District-declared drought conditions, the District may impose drought water rates, restrict uses, and reduce or limit water service to City in accordance with those plans. The parties recognize, however, that because of the size of the City’s customer base, the City may be subject to different drought regulations by the State of California than the District. The District agrees that it will not impose drought regulations on the City more restrictive than those imposed on the City by the State of California. The parties further understand and agree that the District may restrict or suspend the City’s authority to issue new or enlarged water connections to City customers in accordance with the District’s then-current Water Supply Management policies and regulations or a District-declared water supply emergency pursuant to sections 350 et seq. of the California Water Code. District shall notify City of its proposed actions as soon as known to District. The City agrees to implement and enforce such actions immediately upon their adoption by the District.

6. a) By mutual agreement, the City and the District may contract for the District to provide any or all of its water efficiency programs within the City’s service area.
b) District shall invoice the City for rebates issued to City ratepayers within thirty (30) days after each calendar quarter.

7. The City shall be solely responsible for, and bear all costs and expenses of, distributing and delivering within its service area all water sold and delivered to it by the District pursuant to this Agreement.

8. a) The District shall provide the City with bi-monthly reports detailing the water consumption for District ratepayer accounts that reside within the City limits.

b) The District agrees to make its water service records available to the City, upon reasonable notice, for audit purposes.

c) The District shall notify the City in writing within thirty (30) days when District water meters are newly installed, replaced, or disconnected within the City limits.

9. a) The City shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense of any kind whatsoever (including reasonable attorneys’ fees and litigation costs), or claims for injury or damages which actually or allegedly arise out of the performance of this Agreement (collectively, “Liabilities”) but only in proportion to, and to the extent that, such Liabilities are caused by or result from the negligent or intentional acts or omissions of the City, its officers, employees, or agents.

b) The District shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense of any kind whatsoever (including reasonable attorneys’ fees and litigation costs), or claims for injury or damages which actually or allegedly arise out of the performance of this Agreement (collectively, “Liabilities”) but only in proportion to, and to the extent that, such Liabilities are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

c) Without limitation to the foregoing, the parties agree as follows:

i) The City’s obligations to the District in Section 9.a) above specifically include the City’s distribution, delivery, or other handling of the water supplies delivered
under this Agreement after said supplies have passed through the measuring devices specified in Section 3. above.

ii) The District’s obligations to the City in Section 9.b) above specifically include the District’s delivery of water supplies that meet all applicable public health-based standards and regulations governing drinking water quality to the measuring devices specified in Section 3., above.

10. The District agrees to use reasonable diligence to maintain service without interruption, but the City understands and agrees that snow or ice blockages, line breaks, ditch or flume breaks, mechanical failures, or other causes may limit or prevent such service.

11. This Agreement shall not create or convey any right, title or interest, legal or equitable, in or to the property, facilities, water or water rights of the District, nor interfere with or obstruct the District’s full, free and unobstructed use and disposition thereof. The District shall have full control of the distribution of water through its system, and the right to establish and enforce such rules and regulations as it may deem expedient. The furnishing of water hereunder shall not become the basis of a permanent right. The foregoing notwithstanding, this Agreement shall not be interpreted as causing the City to relinquish or waive any rights to water which may exist in favor of the City at the time of execution of the Agreement.

12. This Agreement shall be effective the date first written above and shall supersede any other prior or contemporaneous oral or written agreement between the parties hereto relating to the subject matter hereof and/or rights of City to receive water from District.

13. This Agreement contains the entire agreement between the parties and the terms of this release are contractual and not mere recitals. This Agreement may not be changed, modified, altered, interlineated or supplemented, nor may any covenant, representation, warranty or other provision be waived, except by agreement in writing signed by both parties to this Agreement.

14. The District and the City understand and agree that this Agreement creates rights and obligations solely between them and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any
of its terms or conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed and interpreted as a whole according to its fair meaning and not strictly for or against either of the parties.

16. The signatories hereto are fully authorized to bind their respective parties to this Agreement.

17. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unless the exclusion of such provision held to be invalid or unenforceable results in a material change of the terms and conditions of this Agreement.

18. If any of the parties institute or are required to defend any legal proceeding, action or motion to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys’ fees and expert witness fees and costs.

19. This Agreement may be enforced by any procedure permitted by law, and any legal proceeding to interpret or enforce this Agreement shall be brought in the Superior Court of the State of California for the County of El Dorado. The parties expressly waive their rights to alternative venue under Code of Civil Procedure section 394.

20. All notices pertaining to this Agreement shall be in writing; dispatched by facsimile transmission, hand delivery, overnight delivery and/or U.S. mail; and addressed as follows:

To EID: El Dorado Irrigation District
Att’n: General Manager
2890 Mosquito Road
Placerville, CA 95667
Fax: (530) 622-1195

To the City: City of Placerville
Att’n: City Manager
3101 Center Street
Placerville, CA 95667
Fax: (530) 642-5538
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinbefore written.

CITY OF PLACERVILLE          EL DORADO IRRIGATION DISTRICT

________________________________  ________________________________
Mayor                                           President

________________________________  ________________________________
City Manager                                  General Manager

APPROVED AS TO FORM:

________________________________
City Attorney

ATTEST:

________________________________
City Clerk
### Municipal Water Rate

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Exhibit 2

Current Facility Capacity Charge (FCC)  
(as of January 1, 2015)

| Description                                                                 | Amount  
|-----------------------------------------------------------------------------|---------
<p>| General District Water FCC with &lt;= 8 inch lines removed from buy-in component | $17,930 |
| Reduction for transmission lines not benefitting the City                   | 4,859   |
| Subtotal                                                                   | $13,071 |
| Gabbro soils surcharge                                                     | $345    |
| Line and cover surcharges:                                                 |         |
| Surcharge #2                                                                | $118    |
| Surcharge #3                                                                | 325 443 788 |
| Total                                                                       | $13,859 |</p>
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Base charge for water is based on a 0.75” meter
Water use is based on the 4 year summary average use

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|                | LOW USER | LOW USER   |                       | LOW USER   |                       |
| SWR Base       | $71.95   | $71.95     |                       | $83.36     |                       |
| All Use        | $1600 62.05 | $1600 62.05 |                       | $1600 71.89 |                       |
| Total          | $134.00  | $134.00    | $-21.25               | $155.25    | $21.25               |

|                | LOW USER | LOW USER   |                       | LOW USER   |                       |
| SWR Base       | $71.95   | $71.95     |                       | $83.36     |                       |
| All Use        | $3299 127.94 | $3299 127.94 |                       | $3299 148.22 |                       |
| Total          | $199.89  | $199.89    | $-31.69               | $231.58    | $31.69               |
## SMALL FARM AND AGRICULTURAL
### W/RESIDENCE - WATER

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|                  | LOW USER | LOW USER |              | LOW USER |              |
| WA Base          | 16,252 $ 87.64 | 16,252 $ 92.02 | WA Base $ 106.59 |        |
| Tier 1           | 1,800 $ 24.21 | 1,800 $ 25.42 | Tier 1 $ 29.45 |        |
| Tier 2           | 14,452 $ 16.19 | 2,700 $ 46.01 | Tier 2 $ 53.33 |        |
| Tier 3           | 11,752 $ 13.87 | 11,752 $ 16.10 | Tier 3 $ 16.10 |        |
| Total            | $ 128.04 | $ 163.45 | $ 35.41 | $ 189.37 | $ 61.33 |

|                  | LOW USER | LOW USER |              | LOW USER |              |
| WA Base          | 49,176 $ 87.64 | 49,176 $ 92.02 | WA Base $ 106.59 |        |
| Tier 1           | 1,800 $ 24.21 | 1,800 $ 25.42 | Tier 1 $ 29.45 |        |
| Tier 2           | 47,376 $ 53.06 | 2,700 $ 46.01 | Tier 2 $ 53.33 |        |
| Tier 3           | 44,676 $ 52.72 | 44,676 $ 61.21 | Tier 3 $ 61.21 |        |
| Total            | $ 164.91 | $ 216.17 | $ 51.26 | $ 250.58 | $ 85.67 |

Base charge for water is based on a 1.50" Turbo meter
Water use is based on the 4 year summary average use
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Base charge for water is based on a 1.5" Turbo meter

Water use is based on the 4 year summary average use
### Multi Family Residential 2 Units

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### Multi Family Residential 8 Units

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### Multi Family Residential 12 Units

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SWR use based on 2015 units on multi family sewer wqa
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<td>LOW USER</td>
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<tr>
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Base charge for water is based on a 2.0” Turbo meter.

Water use is based on the 4 year summary average use.
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<th>BI-MONTHLY DIFFERENCE</th>
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<th>BI-MONTHLY DIFFERENCE</th>
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<tr>
<td>WA Base</td>
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<tr>
<td>WA Base</td>
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<td>WA Base</td>
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Base charge for water is based on a 2” Turbo meter
Water use is based on the 4 year summary average use

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<th>BI-MONTHLY DIFFERENCE</th>
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<tr>
<td>RC Base</td>
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<td>RC Base</td>
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Base charge for water is based on a 2” Turbo meter
Water use is based on the 4 year summary average use
### COMMERCIAL LANDSCAPE WATER

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<th>2016 BI-MONTHLY DIFFERENCE</th>
<th>2020 BI-MONTHLY DIFFERENCE</th>
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<tbody>
<tr>
<td>LOW USER</td>
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<tr>
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<tbody>
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Base charge for water is based on a 1.00" meter.

### COMMERCIAL LANDSCAPE RECYCLED WATER

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Base charge for water is based on a 1.50" meter.

### COMMERCIAL WATER

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<tr>
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<tbody>
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Base charge for water is based on a 1" meter.
El Dorado Irrigation District - Commercial Wastewater Classifications

Commercial Low-Strength Classification Athletic/fitness clubs Barber/beauty shop
   Fitness clubs
   Beauty shop
   Business equipment rental
   Business services - other
   Car wash
   Church - no kitchen
   Community center/country club - no kitchen
   Film lab
   General merchandise - retail/wholesale
   Laboratories commercial/industrial
   Laundromat - coin, public
   Malls/department stores (no food services)
   Manufacturing - other
   Market (no butcher, no baker, no grinder)
   Mortuary
   Nursery/greenhouse
   Office medical supplies
   Office with and without public access
   Parks, public and private
   Photo and portrait studios
   Retail package food (no food disposal to sewer)
   Schools
   Storage warehouse
   Theater/auditorium (no food)

Commercial Medium/Low-Strength Classification
   Auto repair - no steam cleaning
   Auto service station - no steam cleaning
   Auto washing and polishing
   Auto/vehicle sales
   Bar without restaurant
   Convalescent homes
   Hospital
   Hotel - no restaurant
   Laundromat - commercial
   Manufacturing - electric/electronic equipment
   Manufacturing - rubber/plastic products
   Meat packers
   Other health services
   Repair services - miscellaneous
   Restaurant - preprocessed only
Theater/Auditorium (with food)

**Commercial Medium-Strength Classification**
- Hotel (with restaurant)
- Malls/shopping (including food sales)
- Manufacturing - lumber and wood products
- Manufacturing - machine shops/metal industry
- Manufacturing - paint
- Manufacturing - stone, clay, glass products
- Reproduction/Mailing service

**Commercial Medium/High-Strength Classification**
- Bakery/Donuts
- Cafes and Ice Creams
- Catering
- Grocery (with butcher, baker, grinder)
- Manufacturing - baked foods, wholesale
- Manufacturing - beverages
- Mortuary (with embalming)
- Restaurant/Bar (with food preparation)

**Commercial High-Strength Classification**
- Manufacturing - dairy products
- Manufacturing - paper pulp products
- Steam cleaning - auto
- Wineries

**Number of accounts by category**
- Low strength 515
- Low medium strength 181
- Medium strength 101
- Medium high strength 36
- High strength 0
<table>
<thead>
<tr>
<th></th>
<th>CURRENT</th>
<th>2016</th>
<th>BI-MONTHLY DIFFERENCE</th>
<th>2020</th>
<th>BI-MONTHLY DIFFERENCE</th>
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<td>SWR Base</td>
<td>$76.91</td>
<td>SWR Base</td>
<td>$89.11</td>
</tr>
<tr>
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<tr>
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<tr>
<td>SWR Base</td>
<td>$76.91</td>
<td>SWR Base</td>
<td>$76.91</td>
<td>SWR Base</td>
<td>$89.11</td>
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<td>SWR Base</td>
<td>$76.91</td>
<td>SWR Base</td>
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Base charge for water is based on a 1" meter.
**ATTACHMENT C**

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<tr>
<th>COMMERCIAL MED</th>
<th>2016</th>
<th>BI-MONTHLY DIFFERENCE</th>
<th>2020</th>
<th>BI-MONTHLY DIFFERENCE</th>
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<tr>
<td><strong>CURRENT</strong></td>
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<tr>
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</tr>
<tr>
<td>SWR Base</td>
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<td>Total</td>
<td>$568.64</td>
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</table>

| **MEDIUM USER** |      |                       |      |                       |
| SWR Base      | $76.91 |                       |      |                       |
| All Use       | 24,616 | $2,357.72             |      |                       |
| Total         | $2,434.63 | $-            |      |                       |

| **HIGH USER**  |      |                       |      |                       |
| SWR Base      | $76.91 |                       |      |                       |
| All Use       | 167,310 | $16,024.95           |      |                       |
| Total         | $16,101.86 | $-               |      |                       |

**Base charge for water is based on a 1” meter**

<table>
<thead>
<tr>
<th>COMMERCIAL MED-HI</th>
<th>2016</th>
<th>BI-MONTHLY DIFFERENCE</th>
<th>2020</th>
<th>BI-MONTHLY DIFFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CURRENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>LOW USER</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>SWR Base</td>
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<td></td>
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<tr>
<td>All Use</td>
<td>5,134</td>
<td>$764.86</td>
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<td>Total</td>
<td>$841.77</td>
<td>$-</td>
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</table>

| **MEDIUM USER**   |      |                       |      |                       |
| SWR Base          | $76.91 |                       |      |                       |
| All Use           | 24,616 | $3,667.29             |      |                       |
| Total             | $3,744.20 | $-            |      |                       |

| **HIGH USER**     |      |                       |      |                       |
| SWR Base          | $76.91 |                       |      |                       |
| All Use           | 167,310 | $24,925.84           |      |                       |
| Total             | $25,002.75 | $-               |      |                       |

**Base charge for water is based on a 1” meter**

<table>
<thead>
<tr>
<th>COMMERCIAL HI</th>
<th>2016</th>
<th>BI-MONTHLY DIFFERENCE</th>
<th>2020</th>
<th>BI-MONTHLY DIFFERENCE</th>
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</thead>
<tbody>
<tr>
<td><strong>CURRENT</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>LOW USER</strong></td>
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</tr>
<tr>
<td>SWR Base</td>
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<tr>
<td>All Use</td>
<td>5,134</td>
<td>$1,666.14</td>
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<tr>
<td>Total</td>
<td>$1,743.05</td>
<td>$-</td>
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</tr>
</tbody>
</table>

| **MEDIUM USER** |      |                       |      |                       |
| SWR Base       | $76.91 |                       |      |                       |
| All Use        | 24,616 | $7,988.63             |      |                       |
| Total          | $8,065.54 | $-                  |      |                       |

| **HIGH USER**  |      |                       |      |                       |
| SWR Base       | $76.91 |                       |      |                       |
| All Use        | 167,310 | $54,297.11           |      |                       |
| Total          | $54,374.02 | $-               |      |                       |

**Base charge for water is based on a 1” meter**
Adoption of Proposed Rate Increases, Revision of Small Farm and Agriculture with Residence water rate Tier II and Approve 5-Year Water Supply Agreement with the City of Placerville including corresponding Rate Increases

El Dorado Irrigation District

January 11, 2016
Presentation Summary

• Previous Board Action
• Board Policies/Administrative Regulations
• Summary of Issues
• Staff Analysis/Evaluation
• Board Discussion/Guidance
Previous Board Action

• March 20, 2000: Board adopted a multi-year operating budget process

• November 14, 2011: Board adopted 50/50 cost recovery methodology and accepted Cost of Service Study results

• March 26, 2012: Board adopted changes and increases to water, wastewater and recycled water service charges and implementation of changes for 2012-2015
November 9, 2015: Board adopted the 2016 Mid-Cycle Operating Budget and 2016-2020 Financial Plan including implementation of water and recycled rate increases of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater and revising Small Farm and Agriculture with Residence water rate to include Tier II potable water pricing
Board Policy/Administrative Regulations

• **BP 3010:**
  – Board is committed to promoting the most efficient and effective use of The District’s financial resources that will accomplish the goals of the District.
  – Board shall adopt a two-year operating budget and may modify it prior to the end of the year. It is the responsibility of the General Manager to inform the Board about financial operations of the District so the Board can make informed decisions and fully discharge its legal responsibilities in a fiscally sound manner.
Board Policy/Administrative Regulations

• **BP 11010:**
  - District shall strive to recoup all costs of providing services through rates, fees, charges, fines, and deposits
  - Board will adopt changes in rates pursuant to Article XIII D Section 6 of the California Constitution (Proposition 218)
Summary of Issues

• Adopted 2016-2020 Financial Plan that meets EID’s financial objectives

• Proposed 2016-2020 rate increases comply with Proposition 218 and are part of total revenues necessary to meet EID’s:
  – Operating expenses
  – Debt service previously scheduled to increase from $16.6 million in 2016 to $30.4 million in 2020
  – Ability to obtain funds for capital projects necessary to maintain service in existing service areas and adopted in 2016-2020 Capital Improvements Plan
Compliance with Proposition 218

• 2015 California appellate court issued a decision regarding water rates for the City of San Juan Capistrano
  – Staff reviewed implication related to EID and specifically the tiered water rate structure
  – Staff analysis showed projected revenue generated by each tiered rate would not exceed costs associated with each of those tiers
  – Additional revenues would be made up via non-rate revenue comprised of property taxes, hydroelectric power sales, fees from recreation activities and other miscellaneous revenues
Small Farms and Agriculture Users with a Residence

- February 2010 Board committed to a Cost of Service Study using an expert consultant
- March 2011 the consultant and the Cost of Service committee recommended Small Farms and Agricultural users with a Residence Tier I and Tier II rates be the same as single-family residential Tier I and II rates
- April 2011 the committee brought back a revision related to Small Farms and Agricultural users with a Residence to charge only single-family residential Tier I rates with remaining usage at the Agricultural rate
Small Farms and Agriculture Users with a Residence

• March 2012 new rates and modifications were implemented
• November 2015 staff recommended returning to the Cost of Service committee’s recommendation of Small Farms and Agricultural users with a Residence Tier I and Tier II rates be the same as single-family residential Tier I and II rates
  – Currently 76% of single-family residential customers are billed for usage up to Tier III
  – Staff believes it is appropriate to bill Small Farms and Agricultural users with a Residence since usage would be similar to single-family usage
Municipal Rates

- Staff met with City of Placerville staff to review, as required in the current Water Supply Agreement, the implementation of the proposed wholesale water rate increases for 2016-2020 and a 5-year extension of the agreement
Financial Plan
5-Year Financial Plan

- Financial objectives were established so a plan must:
  - Generate adequate revenues to fund operating costs, pay debt, meet debt covenants and maintain adequate reserves
  - Maintain current service and reliability levels for ratepayers
  - Avoid customer “rate shock”
  - Maintain strong credit ratings
  - Maintain CIP funding levels to timely replace critical assets to avoid failures
  - Maintain strong debt coverage ratios (covenant and internal tests)
## 5-Year Financial Plan 2016-2020

### Proposed Rate Increases

<table>
<thead>
<tr>
<th></th>
<th>Fiscal Year</th>
<th>Fiscal Year</th>
<th>Fiscal Year</th>
<th>Fiscal Year</th>
<th>Fiscal Year</th>
<th>Avg/year</th>
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<tr>
<td></td>
<td>2016</td>
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<td>2018</td>
<td>2019</td>
<td>2020</td>
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<tr>
<td>Water</td>
<td>5%</td>
<td>5%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3.99%</td>
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<tr>
<td>Wastewater</td>
<td>0%</td>
<td>5%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3.00%</td>
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<tr>
<td>Recycled water</td>
<td>5%</td>
<td>5%</td>
<td>4%</td>
<td>3%</td>
<td>3%</td>
<td>3.99%</td>
</tr>
</tbody>
</table>

Consumer Price Index for all Urban Customers-expenditure category, Water and Sewerage Maintenance, is averaging almost 6% per year over the past six years.
## 2016-2020 Five-Year Forecast
(in millions)

<table>
<thead>
<tr>
<th>El Dorado Irrigation District</th>
<th>W</th>
<th>5.0%</th>
<th>5.0%</th>
<th>4.0%</th>
<th>3.0%</th>
<th>3.0%</th>
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<tbody>
<tr>
<td>WW</td>
<td>0.0%</td>
<td>5.0%</td>
<td>4.0%</td>
<td>3.0%</td>
<td>3.0%</td>
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<tr>
<td><strong>2016-2020 forecast</strong></td>
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<td>5.0%</td>
<td>5.0%</td>
<td>4.0%</td>
<td>3.0%</td>
<td>3.0%</td>
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</table>

<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>Total Debt Proceeds</td>
<td>49.3</td>
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<td>Total revenues</td>
<td>79.8</td>
<td>82.8</td>
<td>84.7</td>
<td>87.4</td>
<td>89.6</td>
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<td>Total maintenance and operation costs</td>
<td>46.6</td>
<td>47.5</td>
<td>48.4</td>
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<tr>
<td>Net revenues</td>
<td>33.2</td>
<td>35.3</td>
<td>36.3</td>
<td>38.1</td>
<td>39.3</td>
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<td>Pre-existing state obligations</td>
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<td>1.1</td>
<td>1.1</td>
<td>1.1</td>
<td>1.1</td>
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<tr>
<td>Net revenues available after pre existing obligations</td>
<td>32.1</td>
<td>34.2</td>
<td>35.2</td>
<td>37.0</td>
<td>38.2</td>
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<td>Senior debt service</td>
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<td>25.3</td>
<td>27.5</td>
<td>27.5</td>
<td>27.5</td>
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<tr>
<td>Cash Available from Current Year Activities for Capital Projects or Other Improvements</td>
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<td>8.9</td>
<td>7.7</td>
<td>9.5</td>
<td>10.7</td>
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<td>Cash balance - January 1</td>
<td>72.9</td>
<td>117.9</td>
<td>101.7</td>
<td>84.5</td>
<td>76.4</td>
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<tr>
<td>Total Cash Available for Capital Projects or Debt PrePayment</td>
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<td>126.8</td>
<td>109.4</td>
<td>94.0</td>
<td>87.1</td>
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<tr>
<td>total CIP</td>
<td>(16.8)</td>
<td>(22.1)</td>
<td>(21.9)</td>
<td>(14.6)</td>
<td>(14.2)</td>
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<td>Pre funding debt</td>
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<td>(3.0)</td>
<td>(3.0)</td>
<td>(3.0)</td>
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<td>Cash balance - December 31</td>
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<td>101.7</td>
<td>84.5</td>
<td>76.4</td>
<td>69.9</td>
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<td>Senior debt service coverage (1.25x test)</td>
<td>1.93</td>
<td>1.35</td>
<td>1.28</td>
<td>1.35</td>
<td>1.39</td>
</tr>
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</table>
| Alternative senior debt coverage
  Total FCCs in revenue above | 5.00           | 5.00           | 5.00           | 5.00           | 5.00           |
  $$$ of FCCs removed from calculation | 5.00           | 5.00           | 5.00           | 5.00           | 5.00           |
  Potential senior debt coverage (1.0x test) | 1.63           | 1.15           | 1.10           | 1.16           | 1.21           |
## 2016-2020 Five-Year Forecast

### End of year cash

(in millions)

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<th></th>
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<td>Unrestricted/Unreserved</td>
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<td>14.4</td>
<td>8.9</td>
<td>4.3</td>
<td>-1.1</td>
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<td>Restricted-debt reserves</td>
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<td>13.4</td>
<td>13.4</td>
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<td>Restricted-Growth CIP (FCCs)</td>
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<td>16.4</td>
<td>18.9</td>
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<td>23.9</td>
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<td>Restricted-CIP from bonds</td>
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<td>24.4</td>
<td>9.9</td>
<td>3.7</td>
<td>-0.1</td>
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<tr>
<td></td>
<td><strong>65.3</strong></td>
<td><strong>54.2</strong></td>
<td><strong>42.3</strong></td>
<td><strong>38.6</strong></td>
<td><strong>37.3</strong></td>
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<tr>
<td>Operating</td>
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<td>11.9</td>
<td>12.1</td>
<td>12.3</td>
<td>12.6</td>
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<tr>
<td>Capital replacement reserves</td>
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<td>16.8</td>
<td>16.8</td>
<td>16.8</td>
<td>16.8</td>
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<td>Routine capital replacement reserves</td>
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<td>3.4</td>
<td>3.4</td>
<td>3.4</td>
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<tr>
<td>Self insurance reserves</td>
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<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
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<td></td>
<td><strong>32.9</strong></td>
<td><strong>33.1</strong></td>
<td><strong>33.3</strong></td>
<td><strong>33.5</strong></td>
<td><strong>33.8</strong></td>
</tr>
<tr>
<td>Total</td>
<td><strong>117.9</strong></td>
<td><strong>101.7</strong></td>
<td><strong>84.5</strong></td>
<td><strong>76.4</strong></td>
<td><strong>69.9</strong></td>
</tr>
</tbody>
</table>
What does the 2016 proposed rate increase for a water and dual plumbed customer mean?
Effect of 5% rate increase on Bi-Monthly Single Family Residential Bill

| SINGLE FAMILY RESIDENTIAL | 5% RATE INCREASE | CHANGE TO BILL |  |
|---------------------------|------------------|----------------|
| **LOW USER - 1,053 cf**   |                  |                |  |
| WA Base                   | $ 55.37          | WA Base        | $ 58.14 |
| Tier 1, 0-1,800 cf        | 1,053 $ 14.16    | Tier 1, 0-1,800 cf | 1,053 $ 14.87 |
| Total                     | 1,053 $ 69.53    | Total          | 1,053 $ 73.01 |
|                           |                  | Low User       | $ 3.48  |
| **MEDIUM USER - 3,057 cf**|                  |                |  |
| WA Base                   | $ 55.37          | WA Base        | $ 58.14 |
| Tier 1, 0-1,800 cf        | 1,800 $ 24.21    | Tier 1, 0-1,800 cf | 1,800 $ 25.42 |
| Tier 2, 1,801-4,500 cf    | 1,257 $ 20.40    | Tier 2, 1,801-4,500 cf | 1,257 $ 21.42 |
| Total                     | 3,057 $ 99.98    | Total          | 3,057 $ 104.98 |
|                           |                  | Medium User    | $ 4.99  |
| **HIGH USER - 7,686 cf**  |                  |                |  |
| WA Base                   | $ 55.37          | WA Base        | $ 58.14 |
| Tier 1, 0-1,800 cf        | 1,800 $ 24.21    | Tier 1, 0-1,800 cf | 1,800 $ 25.42 |
| Tier 2, 1,801-4,500 cf    | 2,700 $ 43.82    | Tier 2, 1,801-4,500 cf | 2,700 $ 46.01 |
| Tier 3, > 4,500 cf        | 3,186 $ 60.66    | Tier 3, > 4,500 cf | 3,186 $ 63.69 |
| Total                     | 7,686 $ 184.06   | Total          | 7,686 $ 193.25 |
|                           |                  | High User      | $ 9.19  |

All base charges are determined using the 3/4" rate

Low, medium, and high user values were determined in the 2007-2010 Combined Annual Potable Usage Summary report
# Effect of 5% rate increase on Bi-Monthly Single Family Residential Dual Plumbed Bill

<table>
<thead>
<tr>
<th>SINGLE FAMILY RESIDENTIAL DUAL</th>
<th>5% RATE INCREASE</th>
<th>CHANGE TO BILL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low User - 2,212 cf</td>
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<td></td>
</tr>
<tr>
<td>WA Base</td>
<td>$ 33.32</td>
<td>WA Base $ 34.99</td>
</tr>
<tr>
<td>Tier 1, 0-1,800 cf</td>
<td>$ 7.72</td>
<td>Tier 1, 0-1,800 cf $ 8.10</td>
</tr>
<tr>
<td>RC Base</td>
<td>$ 22.05</td>
<td>RC Base $ 23.15</td>
</tr>
<tr>
<td>Tier 1, 0-3,000 cf</td>
<td>$ 10.42</td>
<td>Tier 1, 0-3,000 cf $ 10.94</td>
</tr>
<tr>
<td>Total</td>
<td>$ 73.51</td>
<td>Total $ 77.19</td>
</tr>
</tbody>
</table>

| Medium User - 4,030 cf        |                  |                |
| WA Base                       | $ 33.32          | WA Base $ 34.99|
| Tier 1, 0-1,800 cf            | $ 15.80          | Tier 1, 0-1,800 cf $ 16.59 |
| RC Base                       | $ 22.05          | RC Base $ 23.15|
| Tier 1, 0-3,000 cf            | $ 18.16          | Tier 1, 0-3,000 cf $ 19.07 |
| Tier 2, 3,001-4,500 cf        | $ -              | Tier 2, 3,001-4,500 cf $ 0 |
| Total                         | $ 89.33          | Total $ 93.80  |

| High User - 7,901 cf          |                  |                |
| WA Base                       | $ 33.32          | WA Base $ 34.99|
| Tier 1, 0-1,800 cf            | $ 24.21          | Tier 1, 0-1,800 cf $ 25.42 |
| Tier 2, 1,801-4,500 cf        | $ 7.90           | Tier 2 $ 8.30   |
| RC Base                       | $ 22.05          | RC Base $ 23.15|
| Tier 1, 0-3,000 cf            | $ 19.08          | Tier 1, 0-3,000 cf $ 20.04 |
| Tier 2, 3,001-4,500 cf        | $ 16.13          | Tier 2, 3,001-4,500 cf $ 16.94 |
| Tier 3, > 4,500 cf            | $ 18.04          | Tier 3, > 4,500 cf $ 18.94 |
| Total                         | $ 140.72         | Total $ 147.77 |

All base charges are determined using the 3/4” rate.
Low, medium, and high user values were determined in the 2007-2010 Combined Annual Potable Usage Summary report.
Effect of proposed water rate increases on Monthly Single Family Residential Bills

- 2016- $2.50/mo
- 2017- $2.62/mo
- 2018- $2.20/mo
- 2019- $1.71/mo
- 2020- $1.77/mo
Effect of proposed wastewater rate increases on Monthly Single Family Residential Bills

• 2016- $0.00/mo
• 2017- $3.35/mo
• 2018- $2.82/mo
• 2019- $2.20/mo
• 2020- $2.26/mo
Regional Water Bill Comparison - 2016
For Bi-Monthly Service - Single Family Residence: 3/4” Meter - 3,000 cf usage

![Water Bill Comparison Chart](image-url)
Regional Sewer Bill Comparison - 2016
For Bi-Monthly Service - Single Family Residence: 1,600 cf of winter usage

* Cities serviced by the Sacramento Regional County Sanitation District's (SRCSD) regional wastewater treatment facility. Mandated treatment facility improvements from secondary to tertiary are estimated to be completed by 2023.
EID and City of Sacramento Bi-Monthly Water Rates Comparison Through 2019

Year

EID and City of Sacramento Bi-Monthly Water Rates Comparison Through 2019

City of Sac
EID

$91.46 $100.61 $110.67 $121.73 $133.91
$99.06 $104.01 $109.21 $113.58 $116.98

Bi-Monthly Water Rate

$0.00 $20.00 $40.00 $60.00 $80.00 $100.00 $120.00 $140.00 $160.00

2015 2016 2017 2018 2019

City of Sac
EID

$91.46 $100.61 $110.67 $121.73 $133.91
$99.06 $104.01 $109.21 $113.58 $116.98

Year
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<th>EID, Sacramento County, and City of Sacramento Bi-Monthly Sewer Rates Comparison through Year 2019</th>
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1. EID projected rate calculations: 0% rate increase for 2016, 5% rate increase for 2017, 4% rate increase for 2018, 3% rate increase for 2019.
• Staff will present the Proposition 218 protest results at the January 11, 2016 Board meeting.
Board Decision/Options

Option 1: Adopt proposed resolution approving the implementation of water and recycled water rate increases for 2016-2020 of 5, 5, 4, 3, 3% and 0, 5, 4, 3, 3% for wastewater rates, and revising the Small Farm and Agriculture with Residence water rate to include Tier II potable water pricing as proposed in the November 23, 2015 Proposition 218 notice and consideration to approve a 5-year extension of the Water Supply Agreement between the City of Placerville and El Dorado Irrigation District and the implementation of the water rate increase for 2016-2020.

Option 2: Take other action as directed by the Board

Option 3: Take no action
Staff and General Manager’s Recommendation

• Option 1
EL DORADO IRRIGATION DISTRICT

SUBJECT: Consideration to limit Board member compensation.

Previous Board Actions:
- December 14, 2015 – Directors Osborne and Coco directed staff to provide a detailed report on total compensation by individual Board member with the option to limit Board compensation.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:
BP 12060 states, the Board’s compensation is defined by Section 21166 of the California Water Code and it is fixed by the adoption of an ordinance in accordance with Section 21166.

BP 12065 states, the reimbursement of Board expenses shall comply with Sections 53232.2 and 53232.3 of the California Government Code or their successors. Eligibility and procedures shall be defined by the terms of a resolution adopted in accordance with those statutes.

AR 12065 and Resolution No. 2007-059 set forth eligibility and procedures for reimbursement of Board expenses.

Summary of Issue:
State law generally governs the compensation of Board members. Within that framework, the Board as a whole, and individual Board members, can each take discretionary actions to establish each Board member’s pay and benefits.

Staff Analysis/Evaluation:
Pay
The Board’s pay is set by the adoption of an ordinance in accordance with Water Code section 21166(a)(2)(C), and may not exceed $15,000 annually. Government Code section 53208 exempts the Board’s health and welfare benefits (detailed below) from this annual limit.

Under Ordinance 2006-001, each Board Member earns $1,250 per month, totaling $15,000 annually. All five Board members receive this compensation, which is included in the totals below.

Healthcare Insurance
Board members are eligible to enroll in District-provided healthcare insurance pursuant to PERS Enrolled Board of Directors (004) Resolution No. 2015-025. The District offers a variety of insurance plans with varying premiums. Effective January 1, 2015, the District pays the lowest-cost HMO plan premium for all employees, including participating Board members, and 89.45% of the lowest-cost HMO plan premium for their eligible dependents. Directors Prada and Day utilized this benefit in 2015, and the District-paid costs are included in the totals below. Effective January 1, 2016 the percentage paid by the District for dependent healthcare coverage is reduced to 85%.
A change in healthcare insurance eligibility for Board members requires a CalPERS resolution. Healthcare resolution requests are accepted on an annual basis by CalPERS, but only after healthcare insurance rates have been set for the following year, but prior to their effective date. Therefore, the District cannot obtain an updated resolution until the middle of 2016, which would have an effective date of January 1, 2017, if adopted by the Board.

Absent such a resolution, Board members may voluntarily elect not to enroll in CalPERS healthcare insurance.

**Dental, Vision, and Employee Assistance Program**

Board members are eligible to enroll in District provided Dental and Vision insurance. Effective January 1, 2015, the District pays the plan premium for participating Board members, and 89.45% for their eligible dependents. Directors Prada, George, Coco and Day utilized this benefit in 2015, and the District-paid costs are included in the totals below. Effective January 1, 2016 the percentage paid by the District for dependent dental and vision coverage is reduced to 85%.

All employees, including Board members are enrolled in the District’s Employee Assistance Program and the District-paid costs are included in the totals below.

**Medical Reimbursement Program**

Board members are eligible to participate in the District’s medical reimbursement program to a maximum of no more than $5,000 per year of legitimate, documented medical, dental, and vision costs and expenses not covered by insurance, as well as healthcare insurance premium costs not otherwise paid by the District. All five Board members utilized this benefit in 2015. The costs are included in the totals below.

**Life Insurance**

All District employees, including the Board members, are covered by a life insurance policy that provides a death benefit of $20,000. Premiums are paid by the District. The District-paid costs are included in the totals below.

**District-related Expenses**

Water Code section 21166(b) authorizes Directors to recover actual and necessary expenses. Under Administrative Regulation 12065 and Board resolution 2007-059, Directors are entitled to reimbursement for the amount of reasonable and prudent expenditures incurred by Directors in the performance of their duties as Directors. Directors may not profit by or experience a financial loss in the course of conducting District business. The District does not pay or reimburse for alcohol or any expenses incurred by spouses and other family members of Directors. Reimbursement of business expenses is generally not considered compensation, and is not included in the totals below. Any request for reimbursement of expenses more than 60 days old, however, requires Board approval, is reported to the Internal Revenue Service as income. Directors Prada and Osborne had such approved reimbursements in 2015, and they are included in the totals below.

**Pension**

Board members are not eligible for the District’s pension program.
2015 Pay and Benefit Totals
The following is the total pay and District-paid benefit costs for each Board member in 2015.

- Board Member George Osborne $22,385.18
- Board Member Greg Prada $27,960.41
- Board Member Bill George $20,284.38
- Board Member Dale Coco, MD, $23,404.19
- Board Member Alan Day $42,413.20

Board Decisions/Options:
Option 1: Limit total individual Board member compensation and benefits to annual pay of $15,000, plus up-to $5,000 for eligible Medical Reimbursements, direct staff to revise AR 12065 and return with a revised expense reimbursement resolution to eliminate reimbursement of Board expenses more than 60 days old, and direct staff to request an updated Healthcare resolution from CalPERS for adoption in 2016 with an effective date of January 1, 2017.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Staff/General Manager’s Recommendation:
Board Preference.

Support Document Attached:
Attachment A – 2013-2015 Board Member Compensation Detail Spreadsheet
### Board Member - Greg Prada

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¹ May include late or overlapping year over year reimbursements

*GCC website totals do not include taxable benefits and/or reimbursable expenses
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<sup>¹</sup> May include late or overlapping year over year reimbursements
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*GCC website totals do not include taxable benefits and/or reimbursable expenses

¹ May include late or overlapping year over year reimbursements
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<sup>*GCC website totals do not include taxable benefits and/or reimbursable expenses</sup>

<sup>¹ May include late or overlapping year over year reimbursements</sup>
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*GCC website totals do not include taxable benefits and/or reimbursable expenses

¹ May include late or overlapping year over year reimbursements
Director request for detailed Board Member Compensation and Benefits; consideration for limiting Board compensation and benefits
December 14, 2015—Board Directors Osborne and Coco directed staff to provide a detailed report on total compensation and benefits by individual Board member.
Board Policies and Administrative Regulations

- BP 12060 states, the Board’s compensation is defined by Section 21166 of the California Water Code and it is fixed by the adoption of an ordinance in accordance with Section 21166.

- BP 12065 states, the reimbursement of Board expenses shall comply with Sections 53232.2 and 53232.3 of the California Government Code or their successors. Eligibility and procedures shall be defined by the terms of a resolution adopted in accordance with those statutes.

- AR 12065 and Resolution No. 2007-059 set forth eligibility and procedures for reimbursement of Board expenses.

- State law generally governs the compensation of Board members. Within that framework, the Board as a whole, and individual Board members, can each take discretionary actions to establish each Board member’s pay and benefits.
Total compensation and benefits include the following; please note, not all Board Members elect to enrolled in each benefit plan

- Annual Stipend of $15,000 (pay)
- Healthcare Insurance (benefit)
- Medical Reimbursement Program – Max $5,000 (benefit)
- Life Insurance (benefit)
- Dental and Vision Insurance (benefit)
Staff Analysis

- Healthcare Insurance (2015) enrollees include:
  - Board Member Greg Prada
  - Board Member Alan Day

- Dental/Vision Insurance (2015) enrollees include:
  - Board Member George Osborne
  - Board Member Greg Prada
  - Board Member Bill George
  - Board Member Alan Day
Staff Analysis

- Total compensation & benefits provided to individual Board member for 2015.

- Board Member George Osborne: $22,385.18
- Board Member Greg Prada: $27,960.41
- Board Member Bill George: $20,284.38
- Board Member Dale Coco, MD: $23,404.19
- Board Member Alan Day: $42,413.20
Board Decisions/Options

- Option 1: Limit total individual Board member compensation and benefits to annual pay of $15,000, plus up-to $5,000 for eligible Medical Reimbursements, direct staff to revise AR 12065 and return with a revised expense reimbursement resolution to eliminate reimbursement of Board expenses more than 60 days old, and direct staff to request an updated Healthcare resolution from CalPERS for adoption in 2016 with an effective date of January 1, 2017
- Option 2: Take other action as directed by the Board
- Option 3: Take no action
Board Preference
EL DORADO IRRIGATION DISTRICT

**SUBJECT:** Discussion of 2016 association and community organization assignments.

**Previous Board Action:**
The Board President annually acts on nominations, appointment, and ongoing participation in associations and community organizations.

**Board Policies (BP), Administrative Regulations (AR), and Board Authority:**
BP 12100 states that the President, with concurrence by the Board, may appoint Board representatives to various organizations and associations. These entities shall be identified in AR 12101 and updated annually in consultation with the General Manager and General Counsel.

**Summary of Issue(s):**
Listed below are current appointments and ongoing participation in association and community organizations. President George wishes to have a public discussion of any prospective changes before taking action.

- **Association of California Water Agencies (ACWA) / Joint Powers Insurance Authority (JPRIA)**
  Director George Osborne
  Director Bill George, Alternate

- **ACWA Region 3 Board of Directors**
  Director Bill George

- **ACWA Board of Directors**
  Director Bill George

- **Cosumnes American Bear and Yuba Integrated Regional Water Management Plan (CABY IRWMP) Finance Committee**
  Director Bill George

- **El Dorado County Chamber of Commerce**
  Director Dale Coco, MD

- **El Dorado County Citizens for Water**
  Director Bill George
  Director Dale Coco, MD

- **El Dorado County Fire Chiefs Association**
  Director George Osborne
- **El Dorado County Farm Bureau**
  Director George Osborne

- **El Dorado Local Agency Formation Commission (LAFCO)**
  Director Dale Coco, MD

- **El Dorado Water and Power Authority (EDWPA)**
  Director George Osborne
  Director Greg Prada
  Director Bill George
  Director Dale Coco, MD
  Director Alan Day

- **Mountain Counties Water Resources Association**
  Director Bill George

- **Regional Water Authority (RWA)**
  Director Bill George, Representative
  Director Dale Coco, MD, Alternate

- **Rotary Club of Placerville**
  Director George Osborne

- **Taxpayers Association of El Dorado County**
  Director Bill George
  Director Dale Coco, MD

**Board Decisions/Options:**

**Option 1:** Concur with Board President George’s recommendation of 2016 association and community organization assignments.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action.

**Board President’s Recommendation:**

Option 1.

**Support Documents Attached:**

None
Jennifer Sullivan  
Clerk to the Board

Thomas D. Cumpston  
General Counsel

Jim Abercrombie  
General Manager

Bill George  
Board President

EL DORADO IRRIGATION DISTRICT

SUBJECT:
Adoption of a resolution to designate a member and alternate to the El Dorado County Water Agency Board of Directors.

Board Action:
- December 10, 2007 – Board adopted Resolution No. 2007-093, requesting appointment of Director Fraser as director, and Director George as alternate, to the El Dorado County Water Agency Board of Directors for 2008-2012.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:
Board Policy 12100 – The President, with concurrence by the Board, may appoint Board representatives to various organizations and associations.

Water Code Appendix 96, Section 33 governs appointments to the El Dorado County Water Agency Board of Directors.

Summary of Issue:
The District is entitled to hold one seat on the El Dorado County Water Agency Board of Directors for a term beginning February 1, 2016 and ending January 31, 2020. The appointment procedure requires the District’s Board to adopt a resolution to appoint a member and alternate, and notify the Water Agency Board of its action by January 15. Subject to Board concurrence, President George has designated Director Coco to be the District’s member, and Director Osborne as the alternate.

Staff Analysis/Evaluation:
Section 33 of the El Dorado County Water Agency Act (Water Code Appendix 96) governs the composition of the El Dorado County Water Agency Board of Directors. The Water Agency Board consists of three members of the Board of Supervisors, and two Board members of water purveyors within the county – one each from the West Slope and Tahoe Basin. At least every other term, the West Slope purveyor member of the Water Agency Board must be an EID Board member.
The purveyors select their representatives, and an alternate who serves if the primary appointee is absent or unable to serve for any reason. The mode for selection is the adoption of a resolution by a majority vote, followed by written notification to the Water Agency Board. Two of the three West Slope purveyors must agree on the selection. The deadline for each agency to adopt its resolution and inform the Water Agency is January 15 of the year the term begins. If the Water Agency Board receives no notification of a water purveyor appointment by the deadline, the Water Agency Board must request that the County Board of Supervisors choose the water purveyor representative, instead. Each Water Agency Board member term runs from February 1 to January 31, four years later – but each Water Agency Board member serves at the pleasure of the appointing authority. The next term begins February 1, 2016, and it is EID’s turn to hold the West Slope water purveyor’s seat.

Director George has directed staff to prepare a resolution for Board consideration, designating Director Coco as the District’s selection for Water Agency Board member for the 2016-2020 term, and Director Osborne as the alternate.

**Board Decisions/Options:**

**Option 1:** Adopt a Resolution as presented, designating Director Coco as member and Director Osborne as alternate to the El Dorado County Water Agency Board of Directors for the 2016-2020 term.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action (upon request of the County Water Agency, the County Board of Supervisors would appoint EID Directors as member and alternate to the County Water Agency Board).

**Board President’s Recommendation:**

Option 1.

**Support Document Attached:**

Attachment A: Water Code Appendix 96, Section 33
Attachment B: Proposed resolution
Jennifer Sullivan
Clerk to the Board

Thomas D. Cumpston
General Counsel

Jim Abercrombie
General Manager

Bill George
Board President
§ 96-33. Board of directors; membership, appointments, terms, vacancies, expenses, chairperson, oaths, and quorum

Effective: January 1, 2002

Sec. 33. (a) On and after March 1, 2002, the board of directors of the agency shall consist of five members, who are appointed as follows:

(1) (A) Subject to paragraph (1) of subdivision (e), three directors shall be members of the board of supervisors of the county who are appointed by that board to a term of four years, except that one of the three directors whose terms commence on March 1, 2002, shall be appointed to serve until January 31, 2004, subject to the appointment and qualification of his or her successor.

(B) In making appointments pursuant to this paragraph, the board of supervisors of the county shall consider appointing a member that represents a supervisorial district that includes the largest area in the county not served by a water district.

(2) Subject to paragraph (1) of subdivision (e), one director shall be a member of the Board of the South Lake Tahoe Public Utility District or the Tahoe City Public Utility District who is appointed pursuant to a resolution adopted by a majority vote of the board of directors of each of the districts described in this paragraph to a term of four years. An alternate director who meets the requirements of this paragraph shall also be appointed pursuant to this paragraph to serve if the director who is appointed pursuant to this paragraph is absent or unable to serve for any reason.

(3) (A) One director shall be a member of the Board of the El Dorado Irrigation District, the Grizzly Flats Community Services District, or the Georgetown Divide Public Utility District who is appointed pursuant to a resolution adopted by a majority vote of the board of directors of at least two of the districts described in this paragraph to a term of four years, except that the director whose term commences on March 1, 2002, shall be appointed to serve until January 31, 2004, subject to the appointment and qualification of his or her successor. An alternate director who meets the requirements of this paragraph shall also be appointed pursuant to this paragraph to serve if the director who is appointed pursuant to this paragraph is absent or unable to serve for any reason.

(B) If a director is selected pursuant to this paragraph who is not a member of the board of the El Dorado Irrigation District,
§ 96-33. Board of directors; membership, appointments,..., CA WATER App. § 96-33

the boards of the districts described in subparagraph (A) shall appoint, by majority vote, a director who is a member of the board of the El Dorado Irrigation District to a term of four years who shall serve upon the conclusion of the term of the director who is selected pursuant to this paragraph who is not a member of the board of the El Dorado Irrigation District.

(b) Not later than January 15 of the year in which the term of office is required to commence, each district from which appointees have been selected pursuant to paragraph (2) or (3) of subdivision (a) shall notify, in writing, the board of the agency regarding those appointments.

(c)(1) If no notification of an appointment is received by the board of the agency pursuant to subdivision (b) with regard to an appointment described in paragraph (2) or (3) of subdivision (a), the board of the agency shall request, in writing, the board of supervisors of the county to appoint that director or alternate director.

(2) A director or alternate director appointed pursuant to this subdivision for the purposes of making an appointment described in paragraph (2) of subdivision (a) shall be a member of the board of the South Lake Tahoe Public Utility District or the Tahoe City Public Utility District.

(3) A director or alternate director appointed pursuant to this subdivision for the purposes of making an appointment described in paragraph (3) of subdivision (a) shall be a member of the board of the El Dorado Irrigation District, the Grizzly Flats Community Services District, or the Georgetown Divide Public Utility District.

(d) Notwithstanding the fixed terms of the directors, each of the five directors shall serve at the pleasure of the appointing authorities. For the purposes of this subdivision, the board of supervisors of the county shall be the appointing authority with regard to any appointment made pursuant to subdivision (c).

(e)(1) The terms of office for the initial board of directors appointed pursuant to this section shall commence on March 1, 2002. Except as otherwise provided in paragraphs (1) and (3) of subdivision (a), the terms of office for the initial board of directors appointed pursuant to this section shall expire on January 31, 2006, subject to the appointment and qualification of the respective successor.

(2) For succeeding directors, other than those appointed to fill vacancies, each term of office shall commence on February 1 of the applicable year and shall expire on January 31, four years thereafter, subject to the appointment and qualification of the respective successor.

(f) If a director who is a member of the board of supervisors of the county or is a member of a board of directors of a special district named in subdivision (a) ceases to be a member during his or her term, his or her position as a director of the agency shall be vacant. Any vacancy in the office of a director shall be filled by the appropriate appointing authorities.
§ 96-33. Board of directors; membership, appointments,..., CA WATER App. § 96-33

(g) Each director shall serve on the board of the agency without additional compensation, except the member shall be allowed his or her actual, necessary, and reasonable traveling expenses.

(h) The board of directors shall elect a chairperson, who shall preside at all meetings of the board and shall elect a vice chairperson for the purposes of serving in case the chairperson is absent or unable to act.

(i) Any member of the board may administer oaths, when necessary in the performance of his or her official duties.

(j) A majority of the members of the board shall constitute a quorum for the transaction of business, and no act of the board shall be valid or binding unless a majority of all members concur therein.

Credits

(Stats.1959, c. 2139, p. 5093, § 33. Amended by Stats.2001, c. 91 (S.B.428), § 1.)

West’s Ann. Cal. Water Code App. § 96-33, CA WATER App. § 96-33
RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
TO APPOINT A MEMBER AND ALTERNATE TO THE
EL DORADO COUNTY WATER AGENCY BOARD OF DIRECTORS

WHEREAS, Water Code Appendix 96, section 33 prescribes the composition and method of selecting the Board of Directors of the El Dorado County Water Agency; and

WHEREAS, one member of the County Water Agency Board is a member of the Board of Directors of one of the public water purveyors on the West Slope of El Dorado County, and

WHEREAS, at least every other term, the West Slope water purveyor seat on the County Water Agency Board is to be held by a member of the El Dorado Irrigation District (EID) Board of Directors; and

WHEREAS, in the term that expires January 31, 2016, a member of the EID Board did not hold that seat, so it must be filled by an EID Board member for the four-year term beginning February 1, 2016; and

WHEREAS, Water Code Appendix 96, section 33 also calls for the appointment of an alternate to this seat;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the El Dorado Irrigation District as follows:

1. EID Director Dale Coco, MD should be appointed as the West Slope water purveyor member of the El Dorado County Water Agency Board of Directors for a four-year term beginning February 1, 2016.

2. EID Director George Osborne should be appointed as the alternate West Slope water purveyor member of the El Dorado County Water Agency Board of Directors for a four-year term beginning February 1, 2016.
The foregoing Resolution was introduced at a special meeting of the Board of Directors of the EL DORADO IRRIGATION DISTRICT held on the 11th day of January, 2016 by Director ______________, who moved its adoption. The motion was seconded by Director ______________, and a poll vote was taken which stood as follows:

AYES: __________________________
NOES: __________________________
ABSTAIN: ________________________
ABSENT: _________________________

The motion having a majority of votes “Aye”, the Resolution was declared to have been adopted, and it was so ordered.

____________________________
Bill George
President, Board of Directors of
EL DORADO IRRIGATION DISTRICT

ATTEST:

____________________________
Clerk to the Board

(SEAL)
I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a special meeting of the Board of Directors held on the 11th day of January, 2016.

Clerk to the Board
EL DORADO IRRIGATION DISTRICT
EL DORADO IRRIGATION DISTRICT

SUBJECT:
Consideration of request to execute a cost share agreement with the El Dorado County Water Agency for the Tank 3 In-conduit Hydroelectric, Main Ditch and Deer Creek Change of Use projects in the amount of $535,500.

Previous Board Actions:
- October 27, 2010 – The Board executed a cost share grant agreement with the El Dorado County Water Agency for the Water Rights Optimization Study.
- June 27, 2011 – The Board executed a cost share grant agreement with the El Dorado County Water Agency for the Folsom Reservoir Management Study and Main Ditch Improvements.
- July 23, 2012 – The Board executed a cost share grant agreement with the El Dorado County Water Agency for the Folsom Reservoir Management Study, Main Ditch Improvements, and Hydraulic Water Model Development projects.
- July 22, 2013 - The Board executed a cost share grant agreement with the El Dorado County Water Agency for the Hydraulic Water Model Development, Main Ditch Improvements, Tank 7 in-conduit Hydroelectric, and Energy Management Study projects.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:
In accordance with BP 3060, AR 3061, contracts or purchases over $50,000 must be approved by the Board of Directors.

Summary of Issue:
In March 2015, the District received a letter from the El Dorado County Water Agency (EDCWA) seeking cost share applications for projects that have a clear nexus to EDCWA’s mission to ensure El Dorado County has adequate water for today and in the future. In response to that letter, District staff submitted three new projects for consideration. All three projects were approved for funding by the EDCWA Board. Execution of the EDCWA 2015/16 Cost Share Agreement in the amount of $535,500 requires Board approval.

Staff Analysis/Evaluation:
At its July 14, 2015 Board meeting, EDCWA approved entering into a 50-50 cost share agreement with the District to assist with the Tank 3 In-conduit Hydroelectric, Main Ditch and Deer Creek Change of Use projects. Total funding for these projects is limited to 50% of District expenditures for the identified scope of work or $535,500, whichever is less. Each project is included in the 2016-2020 Capital Improvement Plan (CIP) approved by the Board on October 13, 2015. The EDCWA grant funding will partially offset funding requirements identified in the CIP.
The EDCWA Cost Share Grant Agreement (attached) has been reviewed by District Counsel and is similar to previous cost share grant agreements the Board approved in 2011, 2012 and 2013. The three projects included in the agreement are the following:

**Tank 3 in-conduit hydroelectric - $25,000**
The Tank 3 project consists of a new 600kW hydroelectric station at the Tank 3 storage facility in Camino. The proposed hydroelectric facility would be installed on the El Dorado Main 2 upstream of the Tank 3 site. Once completed, the hydroelectric station will provide the District with an additional revenue stream, directly offsetting operating costs. This grant funding will pay for 50% of the total estimated cost of $50,000 for an engineering feasibility analysis. The adopted 2016-2020 CIP identifies $50,000 for in-conduit hydroelectric assessment, all in 2016.

**Main Ditch Piping Project - $360,500**
The Main Ditch project would pipe approximately 3 miles of the ditch and result in a quantifiable water savings of up to 1,300 ac-ft annually. The project will contribute to state mandated water conservation goals, improve supply reliability in dry years, improve raw water quality, decrease water treatment plant operations and maintenance and Folsom pumping costs, and in the interim, make more water available for hydroelectric revenue generation. Previous EDCWA grants have funded various environmental studies, inventory of domestic wells and septic systems, land surveys and title reports on lands in proximity to the ditch. This grant funding will pay for 50% of the total estimated cost of $721,000 for engineering design and preparation of an environmental impact report for the project. The adopted 2016-2020 CIP identifies $525,000 for this project in 2016, and $6.0 million in total.

**Deer Creek Change of Use - $150,000**
The State Water Resources Control Board issued water rights order WRO 95-9 in 1995 that mandates the District to discharge a minimum of 1.0 million gallons per day (mgd) of treated wastewater from the DCWWTP throughout the year into Deer Creek. Concurrent with two previous Temporary Urgency Change Petitions associated with the drought, staff has been working on the environmental and creek flow analysis in order to revisit WRO 95-5 and file a change of use petition with the Water Rights Division of the SWRCB. The goal of the project is to reduce or eliminate discharge requirements and utilize more recycled water and reduce potable water supplementation. This grant funding will pay for 50% of the total estimated cost of $300,000 for the preparation of an environmental impact report. The adopted 2016 CIP identifies $50,000 for this project in 2016, and $300,000 in total.

Entering into this agreement does not commit the District to spending matching funds. Individual project expenditures are subject to Board approval in accordance with Board Policy.
**Board Decisions/Options:**

**Option 1:** Execute a cost share agreement with the El Dorado County Water Agency for the Tank 3 In-conduit Hydroelectric, Main Ditch and Deer Creek Change of Use projects in the amount of $535,500.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action.

**Staff/General Manager’s Recommendation:**

Option 1

**Support Document Attached:**
Attachment A - Cost Share Grant Agreement Between the El Dorado County Water Agency and the El Dorado Irrigation District

---

Tracey Eden-Bishop, P.E.
Associate Engineer

Elizabeth Wells, P.E.
Engineering Manager

Brian Mueller, P.E.
Director of Engineering

Tom Cumpston
General Counsel

Jim Abercrombie
General Manager
COST SHARE GRANT AGREEMENT
BETWEEN THE EL DORADO COUNTY WATER AGENCY AND
EL DORADO IRRIGATION DISTRICT

This Agreement to share costs is made and entered into by the El Dorado County Water Agency ("Agency"), a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96 ("Act") and the El Dorado Irrigation District ("Organization"), a California public agency organized and existing under the Irrigation District Law, California Water Code Division 11, ("Agreement"), with reference to the following facts and representations:

A. Agency is charged with and its mission is ensuring that all El Dorado County residents have a clean, abundant supply of water, and to partially perform that obligation, Agency cooperates with local public entities to plan, design, protect and develop water supplies and facilities within or that materially affect water supplies in or for El Dorado County.

B. Agency’s Board of Directors ("Board") has adopted policies regulating its assistance to El Dorado County water purveyors and other public entities whose activities or programs contribute to realizing the Agency’s mission, as well as to areas of El Dorado County not represented by water purveyors, subject, however, to availability of fiscal year funding, but conditional on project compliance with Agency’s legislative mandate contained in the Act and Agency’s adopted Policies implementing the Act.

C. Agency and Organization mutually desire to enter into an agreement on a cost sharing basis, with a not-to-exceed maximum amount for those Organization projects previously approved by Agency’s Board of Directors on April 8, 2015 (Agenda Item #6), and with the adoption of the Agency’s final budget on July 15, 2015 (Agenda Item #4).

Now, Therefore, in consideration of the foregoing recitals and the mutual covenants and conditions in this Agreement, Agency and Organization agree as follows:

1. Projects. Organization agrees and represents that it shall contract with consultants and use such of its staff as are necessary to complete the projects as described in Attachment 1. Projects may only be substituted with prior written agreement from the Agency in accordance with Agency Policies.

2. Term. The term of this Agreement shall begin as of its Effective Date, but not prior to July 1, 2015, and extend until the earlier of Agency having paid the Organization the Not-to-Exceed Amount, or June 30, 2016.

3. Organization’s Contributions. Agency’s Board of Directors has approved, prior to Agency’s entering into this Agreement with Organization to share costs for the approved projects, the percentage contribution each is to make as described on Attachment 1, and the
composition of Organization’s total cost share to consist of the following: i) consultant’s contracts with Organization for the project; ii) Organization’s employees work cost credits (in-lieu allowances against Organization’s total cost share amounts) referred to here as “Offsets” that are devoted solely to the project as documented in conformance with this Agreement; and iii) Agency allowable reimbursable expenses.

Organization is responsible for its percentage of the project costs, all as described on Attachment 1, in accordance with this paragraph 3, provided, however, Organization’s allowable cost share amount shall not include Organization’s administrative and operating costs and expenses: i) deemed solely by the Agency as Organization’s statutory or other costs-of-doing business; and ii) irrespective of how the Organization categorizes or treats them for tax, accounting, or any other purpose or reason. Organization’s Offsets may be used towards its percentage contribution, but Offsets are not eligible for reimbursement. If Offsets exceed the Organization’s percentage contribution, the Offsets will be reduced in accordance with total project costs and the required percentage contribution.

4. Not-to-Exceed Amount. The total amount to be paid by Agency for its cost share under this Agreement may be less but shall not be more than the not-to-exceed amount of $535,500. Subject to the not-to-exceed amount, the actual amount to be paid by Agency under this Agreement may be reduced if Organization’s Contributions allowed under paragraph 3, above, all as described on Attachment 1, are less than projected.

5. Restrictions. Agency is entering into this Agreement with Organization to reimburse the eligible project costs as described in Paragraph 1 above on the basis that the Organization’s request of the Agency complies with the restrictions of the Act, fits within the eligibility guidelines established in Agency Expenditure Priority Policy No. B-1003 (“Policy”), and is subject to and is governed by the Cost Sharing Principles of such Policy, as approved by Board action on November 14, 2012. The Organization agrees to use the Agency’s cost share participation reimbursement payments solely to pay for services described in Attachment 1.

6. Reimbursements. The Agency shall pay the full amount of eligible costs of each billing statement, up to the not-to-exceed amount provided in Attachment 1, unless the Organization’s Contributions percentage are less than projected, in which case, Agency shall reimburse up to the Agency’s total agreed percentage share.

Eligible Expenses. Expenses eligible include: (1) consultant billings for services received during the Term of this Agreement; and (2) Offsets incurred during the Term of this Agreement that do not exceed the Organization’s percentage contribution. Organization’s Offset allowances are expressed as a percentage of over-all project costs; as a result, if Offsets are more than the Organization’s percentage contribution, Agency shall provide reimbursements consistent with the approved Agency percentage. The Organization is solely liable for all fees, costs and expenses in excess of Agency’s cost share contribution provided in this Agreement which it agrees to fund as necessary to fulfill the Paragraph 1 commitment.

Availability of Funds. Approved funds shall be made available by the Agency to the Organization on a reimbursement of actual costs expended for approved and Policy compliant
projects during the budgeted fiscal year basis, as evidenced by a completed reimbursement cover sheet, complete copies of each fully executed contract the Organization has entered into for the performance of the Work, together with the Organization’s paid invoices, and any other documentation the Agency may require to verify eligibility. For projects with Offsets, Organizations shall also provide copies of each participating person’s job description, time spent and confirming payroll reports.

Invoices shall be submitted to the Agency by March 1 of the Agency’s fiscal year and no later than July 15 after the end of the Agency’s fiscal year to be eligible for reimbursement by the Agency. Agency shall make payments not more often than twice each fiscal year, within 30 days of invoice deadlines.

7. Organization Sole Responsibility. The parties expressly agree that Agency is not entering into any partnership, joint venture or other entity or relationship, and has no ownership interest with Organization or any of Organization's consultants or contractors with respect to any project undertaken by Organization, and Agency expressly does not have control over, responsibility for, or interest in the method, means, outcome or product of such services or project, by virtue of this Agreement or any contract or conduct engaged in by either of the parties pursuant to this Agreement or any of such consultants or contractors, in further consideration of which Organization has entered into the Indemnity provided below.

8. Indemnity. Organization shall indemnify and defend (with legal counsel reasonably acceptable to Agency), and hold Agency and its officers, directors, agents, officials, representatives, employees, consultants performing essential Agency services and authorized volunteers, and each and all of them (collectively “Agency Parties”) harmless from and against any and all claims, suits, losses, damages and liability for damages of every name, kind and description including consequential losses (including, without limitation, court costs, attorneys’ fees, litigation expenses and fees of expert consultants and/or expert witnesses and costs of investigation, and all appellate representation of Agency Parties) (collectively “Losses”) for all such Losses for which Organization does not have any insurance (including where Agency has waived or not required any insurance), except for such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the Agency.

9. Effective Date and Delivery. After approval of this cost share agreement by Agency’s Board of Directors and its signature by Organization, Agency’s General Manager shall sign it for the Agency on the date shown below. Agency and Organization agree that this Agreement is in operation and therefore delivered as of its Effective Date, and each of them is bound by it accordingly, irrespective of the method used to communicate delivery.

10. Subject to the terms and application of the Agency’s Act and Policies, this Agreement constitutes the entire agreement between the Agency and Organization relative to their cost share obligations to each other.
In Witness Whereof, Agency and Organization have executed this Agreement on the dates set by their signatures.

-- EL DORADO COUNTY WATER AGENCY --

Dated:______________  By__________________________

Ken Payne
Interim General Manager
“Agency”

-- ORGANIZATION --

El Dorado Irrigation District

Dated:______________  By__________________________

Jim Abercrombie
General Manager
“Organization”
# Attachment 1

EL DORADO COUNTY WATER AGENCY ("Agency") and
EL DORADO IRRIGATION DISTRICT ("Organization")

Summary of Approved Cost Share Projects and Maximum Agency Funding

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Description*</th>
<th>Total Project Cost**</th>
<th>Cost Share Percentage***</th>
<th>Organization Matching Funds and In-kind Contribution (Offsets)**</th>
<th>Agency Maximum Reimbursement***</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>Dear Creek Change of Use Petition (Attachment 1A)</td>
<td>$300,000</td>
<td>Agency: 50% Organization: 50%</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>1B</td>
<td>Main Ditch Piping Project (Attachment 1B)</td>
<td>$721,000</td>
<td>Agency: 50% Organization: 50%</td>
<td>$360,500</td>
<td>$360,500</td>
</tr>
<tr>
<td>1C</td>
<td>Tank 3 In-Conduit Hydroelectric Project (Attachment 1C)</td>
<td>$50,000</td>
<td>Agency: 50% Organization: 50%</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

** Total Approved Funding***

$535,500

---

* Projects were reviewed for compliance with Expenditure Priority Policy No. B-1003 (approved November 14, 2012), reimbursement percentages set for each project, and a certified list of the approved projects was established by the Agency Board of Directors on April 8, 2015 (Agenda Item #6).

* Projects were reviewed and certified based on the attached documentation provided by Organization (Attachments 1A through 1C).

** Total project costs may include a combination of eligible staff in-kind costs and consultants (matching funds).

*** Agency’s reimbursement cannot exceed the total project cost times the cost share percentage.

** Organization’s total contribution may be a combination of staff in-kind allowed costs and allowed consultants (matching funds); however in-kind staff costs cannot be directly reimbursed and if these costs exceed the Organization’s Cost Share Percentage of Total Project Costs, the reimbursement will be reduced.

*** Organization is solely liable for all fees, costs and expenses in excess of Agency’s maximum reimbursement.

*** Agency’s "Total Approved Funding" was approved as part of the Fiscal Year 2015/16 Recommended Budget adopted by the Agency Board of Directors on July 15, 2015 (Agenda Item #7).
attachment 1A

el dorado county water agency
Cost Share Grant Application Checklist

1.1 Applicant Name
Elizabeth D Wells

1.2 Project Title
Deer Creek Change of Use Petition

1.3 Contact Person
Name, Title
Elizabeth D Wells

Phone
530.642.4146

E-mail
ewells@eid.org

1.4 Person Authorized to Sign Cost Share Grant Agreement
Name, Title
Brian Mueller

Does the agreement require Board approval? YES____ NO____

Mailing Address
2890 Mosquito Road, Placerville, Ca

1.5 Cost Share Grant Funds Requested (dollar amount)
$150,000

1.6 Applicant Funds Pledged (dollar amount)
$150,000

1.7 Applicant In-Kind Funds (dollar amount)

1.8 Total Project Cost
$300,000

1.9 Project term (month/year to month/year)
6/1/2015 TC 6/1/2016

1.10 Is Applicant submitting multiple cost share grant funding requests? YES____ NO____
If yes, rank the funding preference for this project.

Brian Mueller
I, have read and understand the cost share grant requirements
and restrictions of fund use, and am authorized to submit this cost share grant request.
Furthermore, I understand that funding for multiple year projects is not guaranteed.

Authorized Applicant Signature

Engineering Director
March 13, 2015

Date

[1] In-kind funds cannot exceed Applicant's share of its required total matching funds (generally 50% of the
total project cost.)
[2] If project spans multiple fiscal year, Applicant is required to submit extension request during next annual
cost share grant application. Funding for multiple year projects is based on availability.]
El Dorado County Water Agency
Cost Share Grant Application
Description of Project

2.1 Project Title
Deer Creek Change of Use Petition

2.2 Project Description
Provide a description of the proposed project, including the location of the project. Limit
description to box viewing size below.

The SWRCB issued water rights order WRO 95-9 in 1995 that mandates the District to
discharge a minimum of 1.0 million gallons per day (mgd) of treated wastewater from
the DCWWTP throughout the year into Deer Creek. Staff has been working on the
environmental and creek flow analysis in order to revisit WRO 95-5 and file a change
of use petition with the Water Rights Division of the SWB. The goal of the project is to
reduce or eliminate discharge requirements and utilize more recycled water.

2.3 Breakdown of Required Work and Funding
Complete the attached Table. See sample table for additional information:

a. Keep descriptions brief
b. Indicate whether a consultant will be hired to complete the task and the type of
   consultant
c. Provide the type of applicant’s technical staff that will be providing in-kind
   contributions
d. Provide an estimated breakdown of funding sources for each component.

2.4 Justification for Agency-Applicant funding split
Limit description to box viewing size below.

The project cost is estimated at $300,000. The work includes stream flow monitoring,
biological resource assessments, stream modeling and preparation of an EIR that will
be submitted to the SWB with the change of use petition. Reduction of required
discharge to Deer Creek will allow the District to make beneficial use of the RW.

2.5 Project Schedule

a. Estimated Start Date: 6/1/2015

b. Estimated Completion Date 6/1/2016
3.1 Project Title

Deer Creek Change of Use Petition

3.2 Goals and Objectives

Provide a narrative of the goals and objectives. Limit response to box viewing size.

The District has supplemented the recycled water system with an average of 350 acre-feet of potable water each year. Reducing the minimum discharge requirement will allow the District to reduce or cease potable water supplementation to the RW system, make better beneficial use of RW, reduce potable production during peak summer months - saving on potable water treatment and energy costs.

3.3 Benefits

Provide a narrative of the project’s benefits. Limit response to box viewing size.

Provides better use of recycled water for irrigation practices and saves potable water supplies for consumption and environmental needs. Utilizing RW to its full extent is a water policy goal of the State of California.

3.4 Project Justification

Provide a project need explanation, including the urgency for the project, and the negative consequences or impacts to the applicant’s service area or jurisdiction are if not implemented. Limit response to box viewing size.

Currently, the District is required to discharge RW to Deer Creek to maintain the riparian corridor in Deer Creek. Scientists studying the Creek have determined that significantly less water could be discharged while still maintaining the riparian corridor of the creek. This project would add approximately 300-500 acre-feet per year of RW to the District's water supply portfolio. Therefore, offsetting the same amount in potable water demand each year.
<table>
<thead>
<tr>
<th>#</th>
<th>Project Phase</th>
<th>Description</th>
<th>Responsible party (type consultant or staff)</th>
<th>Amount Requested from Agency</th>
<th>Applicant Matching Funds</th>
<th>Applicant In-Kind Contribution</th>
<th>Total Cost</th>
</tr>
</thead>
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<td>Environmental Impact Report</td>
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<td>150,000</td>
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</table>
El Dorado County Water Agency
Cost Share Grant Application Checklist

1.1 Applicant Name: El Dorado Irrigation District

1.2 Project Title: Main Ditch Piping Project

1.3 Contact Person: Tracey Eden-Bishop
   Name, Title: 
   Phone: 642-4113
   E-mail: tedenbishop@eid.org

1.4 Person Authorized to Sign Cost Share Grant Agreement: Jim Abercrombie
   Name, Title: 
   Does the agreement require Board approval? YES X NO
   Mailing Address: 2890 Mosquito Rd.

1.5 Cost Share Grant Funds Requested (dollar amount): 360,500

1.6 Applicant Funds Pledged (dollar amount): 360,500

1.7 Applicant In-Kind Funds (dollar amount): ________________

1.8 Total Project Cost: 721,000

1.9 Project term (month/year to month/year): July 1, 2015 TO June 31, 2016

1.10 Is Applicant submitting multiple cost share grant funding requests? YES__ NO__
    If yes, rank the funding preference for this project. 1 of 3

Brian Mueller, have read and understand the cost share grant requirements and restrictions of fund use, and am authorized to submit this cost share grant request. Furthermore, I understand that funding for multiple year projects is not guaranteed.

Authorized Applicant Signature: ____________________________
Title: Engineering Director
Date: March 13, 2015

---

1 In-kind funds cannot exceed Applicant's share of its required total matching funds (generally 50% of the total project cost.)

2 If project spans multiple fiscal year, Applicant is required to submit extension request during next annual cost share grant application. Funding for multiple year projects is based on availability.]
Main Ditch Piping Project

The Main Ditch Piping Project includes piping of 3 miles of earthen ditch between Forebay Reservoir in Pollock Pines and the Reservoir 1 Water Treatment Plant on Gilmore Rd. Pipe size ranges from 36" to 42" with an estimated construction cost of $4.5 M. Overall project cost is estimated to be $6.4 M.

2.3 Breakdown of Required Work and Funding

Complete the attached Table. See sample table for additional information:

a. Keep descriptions brief
b. Indicate whether a consultant will be hired to complete the task and the type of consultant
c. Provide the type of applicant's technical staff that will be providing in-kind contributions
d. Provide an estimated breakdown of funding sources for each component.

2.4 Justification for Agency-Applicant funding split

Limit description to box viewing size below.

Lining the ditch will save approximately 1,300 acre-feet of water per year by eliminating leakage and evaporation, eliminate the potential for contamination resulting from easy public access and proximate septic systems and reduce operations and maintenance costs.

2.5 Project Schedule

a. Estimated Start Date: July 2015
b. Estimated Completion Date: June 2016
Main Ditch Piping Project

3.1 Project Title

3.2 Goals and Objectives

Provide a narrative of the goals and objectives. Limit response to box viewing size.

The primary objectives of the project are to extend existing supplies by using water in an efficient manner, protect water quality, reduce operations and maintenance costs, and comply with State mandated 20x2020 water conservation.

3.3 Benefits

Provide a narrative of the project's benefits. Limit response to box viewing size.

The goals of the Main Ditch Piping Project are to save approximately 1,300 acre-feet of water per year by eliminating leakage and evaporation, eliminate the potential for contamination resulting from public access to the open waterway and proximate septic systems, and reduce operations and maintenance costs.

3.4 Project Justification

Provide a project need explanation, including the urgency for the project, and the negative consequences or impacts to the applicant's service area or jurisdiction are if not implemented. Limit response to box viewing size.

Efficient water use will: 1) extend existing water supplies and reduce the long term need for new water; 2) increase supply reliability during drought periods; and 3) contribute to complying with the State's mandate for 20% water conservation by 2020. The District has been awarded a DWR grant funding for the construction of this project that must be spent in a timely manner. EDCWA assistance with the design and environmental impact report costs will contribute to the District's required cost share in meeting the terms of the grant agreement. If this project is not implemented, needed supply reliability improvements will leave the District more vulnerable to more frequent and persistent drought.
<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Description</th>
<th>Responsible party (type consultant or staff)</th>
<th>Amount Requested from Agency</th>
<th>Applicant Matching Funds</th>
<th>Applicant In-Kind Contribution</th>
<th>Total Cost</th>
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<td>360,500</td>
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<td>721,000</td>
</tr>
</tbody>
</table>
El Dorado County Water Agency

Cost Share Grant Application Checklist

1.1 Applicant Name: El Dorado Irrigation District

1.2 Project Title: Tank 3 in-conduit hydro

1.3 Contact Person
Name, Title: Brian Mueller
Phone: 530-642-4029
E-mail: bmueller@eid.org

1.4 Person Authorized to Sign Cost Share Grant Agreement
Name, Title: Jim Abercrombie, General Manager
Does the agreement require Board approval? YES X NO

Mailing Address: 2890 Mosquito Road, Placerville CA 95667

1.5 Cost Share Grant Funds Requested (dollar amount): $25,000

1.6 Applicant Funds Pledged (dollar amount): $5,000

1.7 Applicant In-Kind Funds (dollar amount): $20,000

1.8 Total Project Cost: $50,000

1.9 Project term (month/year to month/year): 6/2015 TO 12/2015

1.10 Is Applicant submitting multiple cost share grant funding requests? YES NO
If yes, rank the funding preference for this project: 2 of 3

Brian Mueller
I, ____________________________, have read and understand the cost share grant requirements and restrictions of fund use, and am authorized to submit this cost share grant request. Furthermore, I understand that funding for multiple year projects is not guaranteed.

Mueller, Brian
Authorized Applicant Signature
Title: Director of Engineering
Date: 3/13/2015

---

1 In-kind funds cannot exceed Applicant's share of its required total matching funds (generally 50% of the total project cost.)

2 If project spans multiple fiscal year, Applicant is required to submit extension request during next annual cost share grant application. Funding for multiple year projects is based on availability.]
El Dorado County Water Agency
Cost Share Grant Application
Description of Project

2.1 Project Title
Tank 3 in-conduit hydro

2.2 Project Description

Provide a description of the proposed project, including the location of the project. Limit
description to box viewing size below.

Project consists of a new 600kW hydroelectric station at the Tank 3 storage facility in
Camino. The proposed hydroelectric facility would be installed on EDM2 upstream of
the existing PRS1 at the Tank 3 site. Water would be diverted from the 30-inch
pipeline to 24-inch pipes which would deliver water to the turbines through 16-inch
pipelines. The turbines would discharge to 24-inch pipelines which would return flow
back to EDM2.

2.3 Breakdown of Required Work and Funding

Complete the attached Table. See sample table for additional information:

a. Keep descriptions brief
b. Indicate whether a consultant will be hired to complete the task and the type of
   consultant
c. Provide the type of applicant's technical staff that will be providing in-kind
   contributions
d. Provide an estimated breakdown of funding sources for each component.

2.4 Justification for Agency-Applicant funding split

Limit description to box viewing size below.

Project is consistent with EDCWA Strategic Plan goals and objectives. Specific goals
are 1) to lead hydropower development in El Dorado County; and 2) Support energy
efficiency and renewable energy projects that benefit the core water business of
purveyors.

2.5 Project Schedule

a. Estimated Start Date: 7/1/2015
b. Estimated Completion Date 12/31/2015
3.1 Project Title  
Tank 3 in-conduit hydro

3.2 Goals and Objectives
Provide a narrative of the goals and objectives. Limit response to box viewing size.

The District has several pressure reducing stations that dissipate large amounts of stored energy as water travels through various pressure zones. Instead of reducing the pressure through heat and noise, a hydroelectric station utilizes the pressure and flow to produce mechanical energy that turns a generator. In-conduit hydro projects show the possibility of providing additional renewable power to the state in meeting 33% renewable energy by 2020 and providing non-rate revenue for the District.

3.3 Benefits
Provide a narrative of the project’s benefits. Limit response to box viewing size.

Provide the District with an additional revenue stream, directly offsetting operating costs. Provide additional renewable power to the state to assist in meeting the state goal of 33% renewable energy by 2020. From a long term view, provides several million dollars in revenue to offset District operational costs.

3.4 Project Justification
Provide a project need explanation, including the urgency for the project, and the negative consequences or impacts to the applicant’s service area or jurisdiction are if not implemented. Limit response to box viewing size.

Project would provide a consistent revenue stream for the District on a long term basis and go towards the state, EDCWA and County goals of increasing renewable energy development. If not implemented, the District would not benefit from the potential increased revenue and reduced operational costs.
<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Description</th>
<th>Responsible Party</th>
<th>Amount Requested from Agency</th>
<th>Applicant Matching Funds</th>
<th>Applicant In-kind Contributions</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
<td>1 Preliminary design</td>
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Percentage of Total Project: 50.00% 10.00% 40.00%

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<tr>
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<tr>
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<td>Agency Funds</td>
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<td>Total Costs</td>
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</table>
Previous Board Actions

- October 27, 2010 – Board executed cost share agreement with EDCWA for Water Rights Optimization Study
- June 27, 2011 – Board executed cost share agreement with EDCWA for Folsom Management Study and Main Ditch Improvements
- July 23, 2012 – Board executed cost share agreement with EDCWA for Folsom Management Study, Main Ditch Improvements, and Water Model Development projects
Previous Board Actions

- July 22, 2013 - Board executed cost share agreement with EDCWA for Water Model Development, Main Ditch Improvements, Tank 7 in-conduit Hydroelectric, and Energy Management Study projects
Board Policy

BP 3060, Contracts and Procurement

- AR 3061.04, contracts or purchases over $50,000 must be approved by the Board of Directors
Summary of Issue

- March 2015 - EDCWA solicited cost share grant project proposals
- Three project proposals submitted to EDCWA
- Cost Share Grant Agreement in the amount of $535,500 requires Board approval
Staff Analysis/Evaluation

- July 2015 - EDCWA approved 50-50 cost share agreement
  - Tank 3 In-conduit Hydroelectric
  - Main Ditch
  - Deer Creek Change of Use
- Grant funding limited to 50% of District expenditures up to $535,500, whichever is less
Staff Analysis/Evaluation

- Projects included in the 2016-2020 CIP
- Grant funding will partially offset CIP funding
## Cost Share Funding

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Cost</th>
<th>District Share</th>
<th>EDCWA Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tank 3 In-conduit Hydroelectric</td>
<td>$50,000</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Main Ditch Piping</td>
<td>$721,000</td>
<td>$360,500</td>
<td>$360,500</td>
</tr>
<tr>
<td>Deer Creek Change of Use</td>
<td>$300,000</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,071,000</td>
<td>$535,500</td>
<td>$535,500</td>
</tr>
</tbody>
</table>
Tank 3 In-conduit Hydroelectric

- 600kW hydroelectric station at Tank 3 in Camino
- Additional revenue stream, directly offsetting operating costs
- Grant funding will pay 50% of estimated engineering feasibility analysis cost
Main Ditch Piping Project

- Pipe approximately 3 miles the ditch
- Water savings of up to 1,300 ac-ft annually
- Improve supply reliability in dry years
- Improve raw water quality
- Decrease water treatment plant operations and maintenance and Folsom pumping costs
- More water available for hydroelectric revenue generation
Main Ditch Piping Project

- Previous EDCWA grants:
  - Various environmental studies
  - Wells and septic systems inventory
  - Land surveys
  - Title reports

- Grant funding will pay 50% of estimated engineering design and environmental impact report cost
Deer Creek

- SWRCB issued WRO 95-9 in 1995
- Mandates 1.0 mgd discharge from DCWWTP
- Staff working on environmental and creek flow analysis
- File change of use petition with SWRCB
- Reduce discharge requirements
- Grant funding will pay for 50% of estimated environmental impact report cost
Board Decisions/Options

- **Option 1**
  - Execute a cost share agreement with the El Dorado County Water Agency in the amount of $535,500 for Tank 3 In-conduit Hydroelectric, Main Ditch and Deer Creek Change of Use projects

- **Option 2**
  - Take other action as directed by the Board

- **Option 3**
  - Take no action
Staff/GM Recommendation

- Option 1
Questions
EL DORADO IRRIGATION DISTRICT

SUBJECT:
Consideration of: 1) Project Agreement with the Regional Water Authority in the not-to-exceed amount of $12,500 for the Upper Main Ditch Piping Project Proposition 84 Grant; 2) project update; and 3) authorization of funding of $72,500. Project No. 11032.

Previous Board Actions:

- June 9, 2014 – The Board authorized funding of $174,000 for the Main Ditch project, with funding identified for topographical survey and research into the history and extent of existing easements and right of ways.
- October 14, 2014 - The Board received a General Manager Report regarding DWR’s recommendation for award of $1,000,000 in Proposition 84 drought funding for the Main Ditch Piping Project through the Regional Water Authority.
- December 8, 2014 – The Board adopted a resolution authorizing the General Manager to sign and submit a grant proposal to the United States Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grants FY 2014 for the Main Ditch Improvements, Project No. 11032
- May 11, 2015 – The Board approved a contract with PPC Land Consultants in the amount of $176,362.62 for title research and easement acquisition and authorized funding of $201,362.62.
- October 13, 2015 - The Board adopted the 2016 – 2020 CIP, which included this project, subject to funding availability.
- November 9, 2015 - The Board authorized project funding of $50,000 for a 30% design cost estimate peer review, permeability modeling and staff time.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:

BP 3060, Contracts and Procurement: AR 3061.04, contracts greater than $50,000 must be approved by the Board; and AR 3061.05, procurement of services from a single source.

BP 5000, Water Supply Management: The Board is committed to provide a water supply based on the principles of reliability, high quality, and affordability in a cost-effective manner with accountability to the public.

BP 5030, Water Conservation: It is Board policy to take reasonable and prudent measures to conserve all water and to adopt and implement water-use efficiency programs that will benefit its customers.
Summary of Issue:
Article 10, section 2 of the California Constitution mandates reasonable and beneficial use of the state’s water resources. The proposed piping of the Upper Main Ditch will protect District water rights from potential unreasonable use claims by eliminating water losses from seepage and evapotranspiration of up to 1,300 acre-feet per year.

The Regional Water Authority (RWA) has been awarded Proposition 84 grant funding for a suite of American River Basin (ARB) drought projects through the California Department of Water Resources (DWR) Integrated Regional Water Management Program (IRWMP). Funding of $1,021,250 for the Upper Main Ditch Piping Project is included in the ARB IRWMP grant award. In order to access these funds the District must enter into a Project Agreement with RWA.

Staff Analysis / Evaluation:
RWA Project Agreement

RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources. The RWA Joint Powers Agreement authorizes RWA to enter into a “Project or Program Agreement,” with two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement. The RWA Project Agreement (attached) anticipates grant funding of $9,765,000 for 17 projects sponsored by 15 RWA member water agencies, including EID’s $1,021,250. The cost share for the grant includes a 25% funding match from the District.

As the fiscal agent for Proposition 84 grant, RWA will provide overall grant management and administration on behalf of the participants, including legal fees, data collection and retrieval, report preparation, grant management, project audits, and other activities necessary to complete the projects. Management and administrative activities will be directed by the Project Committee anticipated to consist of representatives of at least 12 participating agencies. The Management Fee will not exceed $150,000 shared equally by an anticipated 12 agencies. Any fee increases above the not-to-exceed budget would require a written amendment to the Project Agreement approved by the governing body of each participant. Pursuant to Exhibit 1 of the Project Agreement, the District’s not-to-exceed share is $12,500, $9,300 of which is due and payable upon execution of the Project Agreement. Entering into this agreement does not commit the District to construct this project. Individual project expenditures are subject to Board approval in accordance with Board Policy.

Project Update

The Upper Main Ditch is approximately three miles long and conveys a maximum of 15,080 acre-feet of raw water annually from the Forebay Reservoir to the Reservoir 1 Water Treatment Plant (WTP). A significant portion of the water is lost to seepage and evapotranspiration because most of the ditch is unlined. Flow loss measurement studies have shown that ditch losses can be up to 1,300 acre-feet annually, depending on flow rates and weather conditions. Piping the main ditch will eliminate these losses and provide the following benefits:

- Improve existing supply reliability in dry years and extended, persistent drought;
- Protect water rights from unreasonable use claims;
- Remove the potential for contamination;
- Reduce operations and maintenance cost related to solids handling;
- Potentially delay and reduce capital cost for future WTP improvements;
- Contribute to compliance with State-mandated 20% water conservation by 2020;
- Increase hydro generation revenue; and
- Reduce pumping cost at Folsom Reservoir.

An interim benefit of the piping project is a potential increase in hydroelectric generation revenue as much as $200,000 in normal years until the full 15,080 acre-feet is needed to meet consumptive demand. By reducing losses by as much as 1,300 acre-feet, more water can be left in Project 184 to generate power. The long term benefit, when the full 15,080 acre-feet is needed to meet demand, is reduced pumping out of Folsom which is estimated to be $230,000 annually.

**Current Cost Estimates**

In October 2015, Domenichelli and Associates (D&A), the District’s design engineer, completed 30% design level cost estimates for two alternative piping alignments as shown in the following table. The 30% design level construction cost estimates are significantly higher than the 10% design level estimates completed in July 2014. The cost estimate increase is due to: 1) added level of detail that considers storm water handling and increased pipe size; 2) Potential water bypass measures to facilitate Forebay dewatering during construction; and 3) a significant increase in construction labor cost over the last year and a half. Please note, only construction cost is presented in this table.

**Alternative Construction Cost Comparison**

<table>
<thead>
<tr>
<th>Alternative</th>
<th>July 2014 10% design</th>
<th>Nov 2015 30% design</th>
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</thead>
<tbody>
<tr>
<td>Existing Ditch Alignment</td>
<td>$4,520,000</td>
<td>$6,440,000</td>
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<tr>
<td>Blair Rd./Existing Ditch Alignment</td>
<td>$5,040,000</td>
<td>$6,990,000</td>
</tr>
</tbody>
</table>

In November 2015, staff recommended and the Board approved funding for a peer review of D&A’s construction cost estimates prior to finalizing alignment selection, commencement of 60% design, environmental impact report preparation and easement acquisition. Kennedy Jenks Consultants (KJ) was chosen to prepare the peer review based on current and past experience on similar projects in Amador County. KJ’s peer review has confirmed the accuracy of D&A’s cost estimates within 10%. KJ’s peer review also offers several observations/suggestions regarding unit cost assumptions, pipe type, pipe size, and construction season considerations. For instance, KJ is recommending that high density polyethylene pipe be considered because of its decreasing price related to falling oil prices. The suggestions will be considered by D&A and incorporated into the final design as appropriate. KJ recommends the existing ditch alignment as the preferred alternative.

The following table provides overall project costs, lifecycle costs and net present value for alternative comparison purposes. “Other Costs” include engineering, environmental, easement acquisition, and construction administration. Present value calculations are based on 3% opportunity cost and a 20 year planning horizon. Avoided cost includes savings associated with easement acquisition and reduced pumping during the annual Forebay outage. The least-cost alternative is the existing ditch alignment.
Alternative Net Present Value Comparison

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Construction Cost</th>
<th>Other Costs</th>
<th>Avoided Cost (3%, 20 yrs)</th>
<th>O&amp;M</th>
<th>Net Present Value</th>
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</thead>
<tbody>
<tr>
<td>Existing Ditch Alignment Pipeline</td>
<td>$6,440,000</td>
<td>$1,520,000</td>
<td>$180,000</td>
<td></td>
<td>$8,140,000</td>
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<tr>
<td>Blair Rd./Existing Ditch Alignment</td>
<td>$6,990,000</td>
<td>$1,600,000</td>
<td>($265,000)</td>
<td>$180,000</td>
<td>$8,505,000</td>
</tr>
</tbody>
</table>

Project Funding

Project funding of $6,000,000 for the Main Ditch is identified in the 2016-2020 Capital Improvement Plan. Staff is currently requesting funding of $72,500 to cover the RWA agreement grant management fee and staff time through the end of March, as shown in the following table.

Current Project Funding Need

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RWA grant management fee</td>
<td>$12,500</td>
</tr>
<tr>
<td>Capitalized labor</td>
<td>$60,000</td>
</tr>
<tr>
<td><strong>Current funding need</strong></td>
<td>$72,500</td>
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</tbody>
</table>

The piping project has been included in the CIP for several years and the District has applied for several grants to offset project costs. The District has also entered into an agreement with the Carson Creek Subdivision developer that requires payment of a conservation charge in lieu of using recycled water. This funding is dedicated to water conservation projects. The following table provides a summary of successful grant applications for various project tasks and developer conservation charges that can be used to offset project costs. Remaining project costs will be financed through a future bond sale, as described in Board adopted Resolution No. 2014-021 regarding its Intention to Issue Tax Exempt Obligations passed September 8, 2014, expected the 1st quarter of 2016.

Grant/Conservation Charge Funding Summary

<table>
<thead>
<tr>
<th>Source</th>
<th>Purpose</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Dorado County Water Agency (FY12/13, FY13/14 Cost Share Program)</td>
<td>Environmental surveys, Basis of Design Report, title research, and land surveys</td>
<td>$232,000</td>
<td>Successful</td>
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<tr>
<td>DWR - Integrated Regional Water Management Program</td>
<td>Design and Construction</td>
<td>$1,021,250</td>
<td>Successful, awaiting agreement</td>
</tr>
<tr>
<td>Carson Creek conservation charges</td>
<td>Water Conservation Projects</td>
<td>$799,848</td>
<td>Executed Agreement</td>
</tr>
<tr>
<td>El Dorado County Water Agency (2015/16 Cost Share Program)</td>
<td>Environmental Impact Report and Final Design</td>
<td>$360,500</td>
<td>Successful, awaiting agreement</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>$2,413,598</td>
<td></td>
</tr>
</tbody>
</table>
The Main Ditch project is funded with 100% water rates. Project capital costs for the Existing Ditch Alignment are summarized in the following table. Estimated cost per acre-foot of conserved water is also included.

### Fiscal Impact

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$6,440,000</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$1,520,000</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$7,960,000</td>
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<tr>
<td>Grant/conservation charge offset</td>
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<tr>
<td><strong>Total</strong></td>
<td>$5,546,000</td>
</tr>
<tr>
<td>Estimated Water Saved</td>
<td>1,300</td>
</tr>
</tbody>
</table>

Staff will continue to pursue alternative funding to help offset project costs.

### Work Remaining

The remaining tasks required to ready the project for construction are described below:

- **Title Search/Easement Acquisition** – Title research complete. Easement acquisition is on hold awaiting alignment finalization. PPC Land Consultants is under contract to perform this work.

- **Easement survey and legal description** - Survey required to prepare easement legal description. GHD Consultants is under contract to perform this work.

- **Public Outreach** – Initial contact has been made with property owners along the ditch alignment and meetings with community leaders/interests have been conducted to provide project information and receive feedback. An EIR Scoping meeting was held in June 2015 and an additional public meeting will be held during the environmental review process to inform the public and receive input on the project. Website postings and Waterfront updates are being used to inform the public of relevant project information and activities. District staff will complete the Public Outreach task.

- **Final Design** – Final design is underway. D&A is under contract to perform this work.

- **Environmental Impact Report** - Prepare an environmental impact report (EIR) and complete permitting. An RFP for the EIR is anticipated to be released in January 2016. Staff anticipates returning to the Board in March 2016 to request award of a professional service contract for preparation of the EIR.

### Future Board Items

The anticipated topics for future Board consideration include the following:

2. Environmental Impact Report certification and project approval – December 2016
3. Construction contract award – 2017
Board Decisions/Options:

Option 1: Approve RWA Project Agreement in the not-to-exceed amount of $12,500 and authorize funding of 72,500 for the Upper Main Ditch Piping Project; Project No. 11032.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Staff/General Manager’s Recommendation:
Option 1

Supporting Documents Attached:
Attachment A – RWA Project Agreement
REGIONAL WATER AUTHORITY
PROJECT AGREEMENT

PROPOSITION 84 2014 DROUGHT GRANT PROJECT

This Agreement is made and entered into as of the __ day of ________, 2015, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the RWA Members and Contracting Entities listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”
E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. RWA developed and adopted an Integrated Regional Water Management (“IRWM”) Plan for the lower American River Basin (“ARB”) to identify objectives and projects that will result in water supplies for all uses in a sustainable environment.

G. The California Department of Water Resources has awarded a Proposition 84 2014 IRWM Drought Grant to fund priority projects in response to ongoing drought conditions in the State.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.

2. **Description of the Project.** The project that RWA and the Participants desire to carry out involves completing the suite of projects included in RWA’s application to the California Department of Water Resources (“DWR”) for a 2014 IRWM Drought Grant under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (“Prop 84”), to fund certain Participant projects in response to drought conditions as submitted on July 21, 2014. These projects are identified in Exhibit 1 of this Project Agreement.

3. **Project Committee.** The Participants hereby form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants.

4. **Sharing in Project Costs and Benefits.** It is anticipated that twelve entities will participate in the Project. Each Participant will pay an equal share of project management costs (“Management Fee”), which will consist of an estimated budget of $111,545, with a not-to-exceed budget of $150,000. This amount includes all estimated project management expenses (see Article 7 of this Agreement) for the duration of the Project. The minimum assumed grant benefit and Management Fee for each Participant is shown in Exhibit 1. Except as otherwise authorized in this Agreement, a Participant’s Management Fee shall not exceed the amount shown in Exhibit 1.

The Project Committee will pay back any surplus funds, including any excess Management Fees, to the Participants on an equal share basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this
5. **Role of Participants.** Participants to this Project Agreement acknowledge that RWA will execute a grant agreement with DWR to accept the 2014 IRWM Drought Grant. The Participants, acting as Local Project Sponsors, shall assume responsibility of individual project management, oversight, compliance, and operations and maintenance of their respective projects. The Participants shall also act on behalf of RWA in the fulfillment of responsibilities as specified in the grant agreement with DWR. Specified responsibilities are identified in Exhibit 2 of this Project Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement or Exhibit 2 hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach. RWA also will have no liability to any Participant for the unavailability of grant funds from the DWR or any other state or federal agency.

6. **Role of RWA.** The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

7. **RWA Project Management Expenses.** As part of the project management budget of $111,545 (including legal fees, data collection and retrieval, report preparation, project management, project audits, and other activities necessary to complete the project), each Participant will pay RWA the amount shown in Exhibit 1 as its Management Fee. The amount of $111,545 to manage the grant is based on a cost estimate developed by RWA staff, which is attached as Exhibit 3. The total estimated project management fee will be subject to revision up to the not-to-exceed budget of $150,000 by approval of a majority of the Project Committee if actual management costs are greater than the original estimate, provided that a Participant’s Management Fee shall not exceed the not-to-exceed amount shown for that Participant in Exhibit 1. While none are anticipated at this time, any fee increases above the not-to-exceed budget would require a written amendment to this Agreement approved by the governing body of each participant.

8. **Authorization to Proceed with the Project.** The Project is authorized to proceed upon the commitment of $50,000 by Project Participants to fund the initial Project costs. Upon execution of this Agreement, each Participant agrees to pay their Management Fee as required by Articles 4 and 7. Payments will be due and payable upon RWA’s presentation of an invoice to each Participant.

9. **Term.** This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.
10. **Withdrawal.** A Participant may withdraw from this Agreement at any time, effective upon sixty days’ notice to RWA and the other Participants, provided that the withdrawing Participant will not be entitled to a refund of any portion of its initial Project costs and initial Management Fee payment.

11. **Amendments.** This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

12. **General Provisions.** Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Proposition 84 2014 IRWM Drought Grant Project Agreement, is hereby consented to and authorized by RWA and the Participants.

Dated: ______ __, 2016

Signature

Name

Regional Water Authority

Dated: ______ __, 2016

Signature

Name

Organization
<table>
<thead>
<tr>
<th>Organization</th>
<th>Project Name</th>
<th>Grant Award</th>
<th>Management Fee</th>
<th>Not-to-Exceed Fee</th>
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</thead>
<tbody>
<tr>
<td>Carmichael Water District</td>
<td>Lower American River Pipeline</td>
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<td>$9,300</td>
<td>$12,500</td>
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<td>Hazel/50 Intertie Improvements</td>
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<td>City of Sacramento</td>
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<tr>
<td>City of Sacramento</td>
<td>Lower American River Pump Station Modifications</td>
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<td>El Dorado Irrigation District</td>
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EXHIBIT 2
PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER DWR PROPOSITION 84 2014 IRWM DROUGHT GRANT AGREEMENT

Each Participant listed in Exhibit 1, acting as a Local Project Sponsor, has agreed in accordance with Section 5 of the Program Agreement that it will fully and timely perform all Local Project Sponsor obligations. Under Article 8 of the Proposition 84 Drought Grant Agreement between RWA and DWR ("Grant Agreement"), each Local Project Sponsor is required to act on behalf of RWA for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA’s responsibilities under the agreement.

The draft Grant Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of any revised drafts and the executed final Grant Agreement. Any new or amended terms and conditions in subsequent versions of the Grant Agreement will govern over the similar terms and conditions stated in this Exhibit 2.

Each Participant will include all applicable provisions in this Exhibit 2 as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

With reference to the attached Grant Agreement, each Participant is required to:

I. Financial Provisions

A. Cost Share. Each Participant shall be obligated to provide its agreed local cost share for its project in the amount agreed between RWA and DWR and approved by Participant. Each participant may include eligible costs for its project incurred after January 1, 2010 in its local cost share amount.

B. General Funding Conditions. In order to be eligible for reimbursement of project costs, each Participant is required to comply with the following general conditions: (1) demonstrate the availability of sufficient funds to complete its project by submitting the most recent 3 years of audited financial statements; (2) if applicable, comply with Public Resources Code section 75102 to notify any California Native American tribe with traditional lands located within the project area of project construction (using contact list maintained by the Native American Heritage Commission); and (3) for groundwater management and recharge projects and projects with potential groundwater impacts, demonstrate compliance with the groundwater compliance options set forth on page 13 of the IRWM Drought Solicitation Guidelines, dated June 2014.

C. Eligible Project Costs. Participants may only apply grant funds to eligible project costs in accordance with applicable provisions of the law and Exhibit C of the attached Grant Agreement.
Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Project Costs, depending on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. For a more detailed description of project costs that are eligible for reimbursement and costs that are not eligible for reimbursement, Participants should review Article 11, page 2, of the attached Grant Agreement.

D. Invoice Information. Invoices must include all of the information provided in Article 12, page 3 of the attached Grant Agreement. RWA will provide Participants with information on preparing reimbursement requests and the information required to prepare and submit invoices to DWR. Each Participant will promptly respond to any RWA request for additional information necessary for RWA staff to prepare reimbursement requests acceptable to DWR.

E. Accounting and Deposit of Funding Disbursement. Each Participant is obligated to account for the expenditure of all grant funds received. Participant’s obligations all of the accounting, disclosure and return of funds provisions set forth in Article D.1, Exhibit D of the attached Grant Agreement.

F. Travel. Each participant agrees that travel and per diem costs shall not be eligible for reimbursement with State funds, and shall not be eligible for computing participant cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of the attached Grant Agreement.

II. Permitting and Environmental Compliance

A. Environmental Compliance. No Participant may proceed with any project work that is subject to CEQA and any other environmental permitting requirements until Participant: (1) submits all applicable environmental permits indicated on the Environmental Information Form to DWR; (2) provides copies of any CEQA documents required for its project to DWR; and (3) after DWR completes any required CEQA compliance review as a Responsible Agency, receives written concurrence from the DWR of Participant’s CEQA documents and DWR’s notice of verification of environmental permit submittal.

B. Permits, Licenses, and Approvals. Each Participant shall be responsible for ensuring that any and all permits, licenses, and approvals required for performing its project are obtained, and shall comply with federal, State and local laws, rules, and regulations, guidelines, and requirements applicable to its project.

III. Reporting and Audit Obligations

A. Submission of Reports. Each Participant will provide all reports (including Quarterly Progress, Water Management Status, Project Completion, Grant Completion, and Post-Performance Reports), data, information, and certifications necessary for RWA to comply with all DWR reporting requirement provided in the Grant Agreement. RWA will provide Participants with template report forms, reporting and instructions and related assistance to
ensure the timely preparation and submittal of all reports in the necessary formats required under the Grant Agreement. Participants will timely respond to any RWA requests for additional information and work on required reports. The types, format, content, and timing of required reports is provided in Exhibit G to the attached Grant Agreement and Participants are encouraged to review and familiarize themselves with that information. Water Management Status reporting requirements are described in Article 19, page 6 of the attached Grant Agreement.

B. State Audits. The State reserves the right to conduct an audit at any time between the execution of the Grant Agreement and the completion of any or all projects funded by the Grant Agreement. After completion of all projects, the State may require RWA to obtain a final audit conducted by an independent Certified Public Accountant. In addition, under Government Code section 8546.7, the State may audit the performance of the Grant Agreement or of individual projects for a period of three years after final payment under the Grant Agreement (i.e., completion of all projects and payment of closing invoice). Participants, and their contractors and subcontractors, are required to preserve all project-related records and data for a minimum of three years after final payment under the Grant Agreement. See Exhibit I to the attached Grant Agreement for a listing of documents and records that State Auditors would require for review if this grant or any individual project(s) funded by it are audited.

C. Disposition of Equipment. Upon RWA’s request, each Participant shall provide a final inventory list of equipment purchased with grant funds provided by DWR with a current estimated fair market value of more than $5,000 per item. Under the Grant Agreement, DWR reserves the right to take title and possession of any items listed in the inventory that it identified in writing within 60 days of receipt of such inventory. All other listed items shall become the Participant’s property.

D. Retention. DWR will withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by RWA for reimbursement of project costs until after all projects are completed and RWA has complied with its obligation to submit all required reports as provided in Section III.A., above, and Article 19 of the Grant Agreement. Upon receipt of the retained funds held by DWR, RWA will distribute those funds to each Participant in accordance with the previously agreed amount due.

IV. Project Construction and Operation

A. Labor Compliance. Each Participant must, independently or through RWA (subject to approval by DIR), adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (“LCP”) meeting the requirements of Labor Code section 1771.5. Upon request by the State or RWA, each Participant will promptly submit written evidence of its compliance with the LCP requirements.

B. Operation and Maintenance of Project. Each Participant shall ensure the proper start up and continued efficient and economical operation of its project. Such obligation includes making all repairs, renewals, and replacements necessary to the efficient operation and maintenance of the project. Operations and maintenance costs of funded projects are not reimbursable expenses under the Grant Agreement and each Participant shall be solely liable for payment of such costs.
C. Acknowledgement of Credit. Participants shall include appropriate acknowledgement of the State and any cost-sharing partners for their support when promoting their projects or using any data or information developed under the Grant Agreement. During construction of a project, a Participant must install a sign at a prominent location which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Each participant shall notify RWA and DWR that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D. Competitive Bidding and Procurement. Each Participant shall comply with all applicable competitive bidding and procurement laws and regulations when contracting for the acquisition of goods and services and construction of projects funded under the Grant Agreement.

E. Inspections and Certification by Engineer.

1. Upon completion of a project and as determined by State, each Participant shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and with the Grant Agreement.

2. The State shall have the right to inspect project work being performed at any and all reasonable times. Each Participant shall include provisions ensuring such access for the State in all contracts and subcontracts entered into for projects funded under the Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Participant and its contractors and subcontractors relating to this Grant Agreement.

V. Regulatory Requirements

A. Child Support Obligations. Each Participant acknowledges and agrees that by participating in the grant, it recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Each Participant also will fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. Drug-Free Workplace. Each Participant certifies, under penalty of perjury under the laws of State of California, its compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking all of the actions provided in Article D.18, Exhibit D to the attached Grant Agreement.

C. Nondiscrimination. Each Participant acknowledges and agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment
because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). Each Participant shall give written notice of its obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

D. Americans With Disabilities Act. Each Participant certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), and all applicable regulations and guidelines issued pursuant to the ADA.

E. Groundwater Monitoring. Any Participant carrying out a groundwater project or project that includes groundwater monitoring requirements funded by the Grant Agreement shall ensure that such projects are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76, commencing with Section 10780, of Division 6 of Water Code) and, where applicable, that projects affecting water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

VI. Miscellaneous Provisions

A. Computer Software. Each Participant certifies that it has appropriate controls in place to ensure that grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Project Monitoring Plan Requirements. Each Participant shall provide all data, information and cooperation requested by RWA to assist it with the preparation and submittal of the Project Monitoring Plan required under Article 21 of the attached Grant Agreement.

C. Notification of State. Each Participant will promptly notify RWA in writing of the following:

1. Events or proposed changes in a project that could affect the scope, budget, or work performed under the Grant Agreement.

2. Any public or media event publicizing the accomplishments or results of a project funded under the Grant Agreement. Participants shall notify RWA at least 14 calendar days in advance of any such event to provide State representatives with the opportunity to attend and participate.

3. Final inspection of a completed project by a Registered Civil Engineer (See Item IV.E, above). Participants shall notify RWA at least 14 calendar days in advance of any such inspection in order to provide State representatives with the opportunity to participate.

D. Prohibition Against Disposal of Project Without State Permission. Participants shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in
conjunction with their projects without DWR’s prior permission. Participants also shall not take any action relating to user fees, charges, and assessments that could adversely affect its ability to meet its obligations under the Grant Agreement, without prior written permission of State.

E. State Indemnification. Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
APPENDIX A

PROPOSITION 84 2014 DROUGHT GRANT AGREEMENT BETWEEN RWA AND DWR
THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the “State” or “DWR” and the Regional Water Authority, a joint powers authority in the greater Sacramento, Placer, El Dorado, and Yolo Counties in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the “Grantee”, which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the American River Basin Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as “IRWM Program.”

2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on June 30, 2018, or when all of the Parties’ obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.

3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects are estimated to be $29,802,449.

4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $9,765,000.

5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).

6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost (unless a Disadvantaged Community project waiver is granted). The Grantee’s Funding Match is estimated to be $8,398,561. Grantee’s Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.

7. GRANTEE’S RESPONSIBILITY. Grantee and its representatives shall:
   a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
   b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
   c) Comply with all applicable California laws and regulations.
   d) Implement the Projects in accordance with applicable provisions of the law.
   e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.

8. LOCAL PROJECT SPONSOR’S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the American River Basin Drought Response Program grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
9. **BASIC CONDITIONS.** State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):

a) Grantee and Local Project Sponsors demonstrates the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.

b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.

c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, “Submission of Reports.”

d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.

e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:

   1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved projects as listed in Exhibit A of this Grant Agreement.
   2) Environmental Documentation:
      i) Grantee submits to the State all applicable environmental permits,
      ii) Documents that satisfy the CEQA process are received by the State,
      iii) State has completed its CEQA compliance review as a Responsible Agency, and
      iv) Grantee receives written concurrence from the State of Lead Agency’s CEQA documents and State notice of verification of environmental permit submittal.

State’s concurrence of Lead Agency’s CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

   3) A monitoring plan as required by Paragraph 21, “Project Monitoring Plan Requirements.”

10. **DISBURSEMENT OF FUNDS.** State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.

11. **ELIGIBLE PROJECT COST.** Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

a) Costs, other than those noted above, incurred prior to the award date of the Grant.

b) Operation and maintenance costs, including post construction performance and monitoring costs.
c) Purchase of equipment not an integral part of a project.

d) Establishing a reserve fund.

e) Purchase of water supply.

f) Monitoring and assessment costs for efforts required after project construction is complete.

g) Replacement of existing funding sources for ongoing programs.

h) Travel and per diem costs (per diem includes subsistence and other related costs).

i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).

j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.

k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).

l) Overhead not directly related to project costs.

12. **METHOD OF PAYMENT.** Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee’s Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.

b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.

c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:

1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

3) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.

4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee’s Funding Match, as applicable, in Paragraph 6.

5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 “Basic Conditions” are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a “wet signature” invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
13. **WITHHOLDING OF DISBURSEMENTS BY STATE.** If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State’s satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee’s refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, “Default Provisions.” If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. **DEFAULT PROVISIONS.** Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:

   a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee’s obligations.
   b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
   c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
   d) Failure to operate or maintain project(s) in accordance with this Grant Agreement.
   e) Failure to make any remittance required by this Grant Agreement.
   f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
   g) Failure to submit timely progress reports.
   h) Failure to routinely invoice State.
   i) Failure to meet any of the requirements set forth in Paragraph 15, “Continuing Eligibility.”

   Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

   i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
ii. Terminate any obligation to make future payments to Grantee.
iii. Terminate the Grant Agreement.
iv. Take any other action that it deems necessary to protect its interests.

   In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15. **CONTINUING ELIGIBILITY.** Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

   a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:

   1) Maintain compliance with the Urban Water Management Planning Act (CWC § 10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55. of Division 6 (CWC § 10608 et. Seq.). Urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application must submit, until June 30, 2016, either:
i) List of tasks to implement the BMPs listed in 1420 compliance Table 2 and corresponding schedule and budget. Or

ii) The progress toward the 2015 interim gallon per capita per day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website: http://www.water.ca.gov/urbanwatemanagement

b) An agricultural water supplier receiving grant funding must:

1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the CWC. Before July 1, 2016:
  i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.

2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:
http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm

c) Grantee’s diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.

d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.

e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC§ 10932 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or

b) Any other funding source requiring an LCP.
At the State’s request, Grantee must promptly submit written evidence of Grantee’s compliance with the LCP requirements.

19. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State’s Project Manager, and shall be submitted via DWR’s “Grant Review and Tracking System” (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.

- **Progress Reports:** Grantee shall submit progress reports on a regular and consistent basis to meet the State’s requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State’s Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee’s activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.

- **Water Management Status Report:** Until June 30, 2016, Grantee shall submit a status report on implementation of AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application. For AB 1420 compliance, the status report shall be uploaded into GRanTS no later than April 30, 2016. For SBx7-7 compliance, status reports shall be uploaded via GRanTS annually no later than June 30, 2016. By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC §10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will subsequently have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC §10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.

- **Project Completion Report:** Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR “Certification of Project Completion” form will be provided by the State.

- **Grant Completion Report:** Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.

- **Post-Performance Reports:** Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed projects begins operation.
20. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, “Default Provisions.”

21. **PROJECT MONITORING PLAN REQUIREMENTS.** Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, “Project Monitoring Plan Guidance.”

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, “Requirements for Statewide Monitoring and Data Submittal”, for web links and information regarding other State monitoring and data reporting requirements.

22. **STATEWIDE MONITORING REQUIREMENTS.** Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

23. **NOTIFICATION OF STATE.** Grantee shall promptly notify State, in writing, of the following items:

   a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.

   b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State’s representatives. Grantee shall make such notification at least 14 calendar days prior to the event.

   c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

24. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

   a) By delivery in person.

   b) By certified U.S. mail, return receipt requested, postage prepaid.

   c) By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Regional Water Authority
John K. Woodling
Executive Director
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916) 967-7692
e-mail: jwoodling@rwah2o.org

Direct all inquiries to the Project Manager:
Department of Water Resources
Teji Sandhu
Division of Integrated Regional Water Management
901 P Street
Sacramento, CA 95814
Phone: (916) 651-9254
e-mail: Teji.K.Sandhu@water.ca.gov

Regional Water Authority
Robert J. Swartz
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916) 967-7692
e-mail: rswartz@rwah2o.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Local Project Sponsors
Exhibit G – Report Formats and Requirements
Exhibit H – Requirements for Statewide Monitoring and Data Submittal
Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
Exhibit J – Project Monitoring Plan Components
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management

Date 7/30/15

Regional Water Authority

John K. Woodling
Executive Director

Date 9/11/15

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 6/11/15
EXHIBIT A
WORK PLAN

Project 1: Regional Grant Management

IMPLEMENTING AGENCY: Regional Water Authority (RWA)

PROJECT DESCRIPTION: As the Regional Water Management Group for the American River Basin Integrated Regional Water Management Region, RWA is authorized to act as the applicant and the grant manager for the Proposition 84, 2014 Drought Round Implementation Grant.

RWA will administer these funds and respond to DWR’s reporting and compliance requirements associated with the grant administration. RWA will act in a coordination role – disseminating grant compliance information to the representatives of each project contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, providing progress reports to the State, and coordinating all invoicing and payment of invoices.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Agreement Administration
Prepare and submit grant application for 2014 IRWM Drought Grant Solicitation, including post-award material identified in DWR award letter. Manage the grant agreement by executing and implementing the necessary contracts with the DWR and the project participants, ensuring compliance with grant requirements and coordinating with the project participants regarding operational and implementation issues.

Deliverables:
- Completed grant application submitted on GRanTS on-line system
- Deliverables identified in November 12, 2014 award letter
- Financial Statements
- Executed funding agreement with DWR
- Other Applicable Project Deliverables

Task 1.2 Progress Reporting, Invoicing, and Project Completion Reports
Prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Prepare documentation to demonstrate disbursement requirements are met for each project. Prepare project completion reports for each project and submit a grant completion report upon completion of entire grant agreement. Post project completion reports for those projects completed in 2014 will also be prepared.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Progress Reports will explain the status of the projects and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done; changes and amendments to each project, a final schedule showing actual progress versus planned progress; and copies of final documents and reports generated during the project.
Deliverables:
- Progress Reports
- Hardcopy and electronic submittal of invoices including backup documentation
- Submit Disbursement Requirements
- Draft and Final Project Completion Report
- Grant Completion Report
Project 2: Lower American River Pipeline

IMPLEMENTING AGENCY: Carmichael Water District (CWD)

PROJECT DESCRIPTION: The project will construct a 7,400-foot long 24-inch diameter pipeline to connect CWD with Golden State Water Company (GSWC) in Rancho Cordova. The project will allow CWD to divert and deliver up to 4.5 million gallons per day of water that has been cleaned up from the Aerojet/Rocketdyne facility and discharged upstream to the Lower American River. The estimated delivery of the project is 5,000 acre-feet per year.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
CWD will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Progress report submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- Progress Reports
- Invoices including backup documentation
- Draft and Final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
This project will require a temporary construction easement in one property and a temporary and permanent easement in a second property on the north side of the American River. The project will also require procurement of a lease agreement or easement from Sacramento County for construction of the pipeline within the American River Parkway.

Deliverables:
- Proof of acquired easements and lease agreements

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)
The planning, design and environmental review for the proposed well were completed in March of 2014. Permitting activities are completed. A Project Monitoring Plan will be developed as specified in the Grant Agreement.
Task 3.1 Assessment and Evaluation
The assessment and evaluation (planning) task was completed in 2012. Two technical analyses investigating the feasibility of the project, as well as, confirming the available capacity of CWD to treat 5,000 AFY of remediated groundwater at their existing WTP. No grant reimbursement is requested for this task.

Task 3.2 Final Design
This task includes two phases. First, is 30-90% design of the pipeline project including river crossing, north bank and south bank improvements as well as the connecting pipeline and system interconnections to CWD and GSWC. The second is the completion of 100% design and bid-ready plans, specifications, and opinion of probable construction cost for the pipeline project.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
The environmental documentation will include preparation of a CEQA initial study/mitigated negative declaration.

Deliverables:
- Environmental Information Form (EIF)
- Proof of completion of Initial Study/Mitigated Negative Declaration
- Notice of Determination
- Legal Challenges Letter

Task 3.4 Permitting
The permits anticipated to be necessary for this project, particularly for the river crossing element include:

- RWQCB 401 Water Quality Certification or Waste Discharge Requirement
- State Lands Commission Permit
- U.S. Army Corps of Engineers – Clean Water Act, Section 404 Permit
- Cultural Resource-Submission of Findings to State Historic Preservation Officer
- CA Department of Fish and Wildlife Section 1602 Streambed Alteration Agreement
- Central Valley Flood Protection Board Encroachment Permit
- U.S. Fish and Wildlife Service Section 7 Consultation
- City of Rancho Cordova Encroachment Permit

Deliverables:
- Copies of all approved permits

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
This task includes bidding and construction contracting.
Deliverables:

☐ Summary of bid process
☐ Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased to coincide with permit issuance as previously described.

Subtask 4.2.2 Project Construction
This work will include the use of all plant, equipment, materials and labor required to prepare, assemble, install, and complete the construction of all pipeline (approximately 7,400-foot long, 24-inch diameter), valves assemblies, metering stations, water system connections, existing system repairs and site restoration and cleanup as described in the final design plans, specifications and Contract Documents.

Subtask 4.2.3 Performance Testing and Demobilization
Work includes startup, disinfection, pressure testing, and commissioning of the pipeline for potable water service.

Deliverables:

☐ Pre, mid, and post construction photos
☐ Engineer’s Certification

Task 4.3 Environmental Compliance/Mitigation/Enhancement
This task will include implementation of any mitigation measures required per completion of the CEQA Initial Study/Mitigated Negative Declaration.

Deliverable:

☐ To be determined per completion of the CEQA Initial Study/Mitigated Negative Declaration (see Task 3.3)

Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:

☐ Notice of Completion
☐ Record Drawings
Project 3: Hazel/50 Intertie Improvements

IMPLEMENTING AGENCY: City of Folsom (Folsom)

PROJECT DESCRIPTION: The project will make improvements to an existing intertie between Folsom and Golden State Water Company (GSWC). The existing intertie at Hazel Avenue and Highway 50 allows water to flow only from Folsom to GSWC due to differing pressure zones. Improvements, including new pumps, pipes, power and controls, will allow GSWC to deliver approximately 2,000 gallons per minute of treated groundwater to Folsom. The project will help Folsom reduce its reliance on Folsom Reservoir (Folsom's only water source) and provide greater flexibility to both water providers during drought or emergency situations. The project could help Folsom meet up to 15 percent of its demand. The estimated average annual yield of the project is 300 acre-feet.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency finance audits and budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Folsom will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- Progress Reports
- Invoices including backup documentation
- Draft and Final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: Land is already owned by GSWC, and additional land acquisitions/easements are not needed.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
This task includes hydraulic model analysis to determine water availability from GSWC to Folsom. This includes identifying the pump size and other distribution system concerns from a hydraulic standpoint for both agencies.

Deliverables:
- Memorandum summarizing results of analysis
Task 3.2 Final Design
Design and engineering work for improvements on the existing intertie will be based on the hydraulic analysis conducted in Task 3.1. This task also includes the development of plans and specifications for bidding.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
The environmental work will include an initial study and mitigated negative declaration.

Deliverables:
- Environmental Information Form (EIF)
- Completed Initial Study
- Mitigated Negative Declaration
- Legal Challenges Letter

Task 3.4 Permitting
The permits anticipated to be necessary for this project include:

- Encroachment Permit from the County of Sacramento
- SMUD electrical permit

Deliverables:
- Copies of all approved permits

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
This task includes bidding and construction contracting.

Deliverables:
- Summary of bid process
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased to coincide with permit issuance as previously described.
Subtask 4.2.2 Project Construction
This task includes all construction activities required to complete the project. The project will be constructed in accordance with the plans and specifications prepared in Task 3.2 Final Design and will likely include the following:

- SMUD service
- Underground water and electrical piping
- Booster pump(s) installation
- Electrical and controls installation
- Site restoration

Subtask 4.2.3 Performance Testing and Demobilization
Work includes startup, disinfection, pressure testing, and commissioning of the pipeline for treated groundwater service.

Deliverables:
- Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
This task will include implementation of any mitigation measures required per completion of the CEQA Initial Study/Mitigated Negative Declaration.

Deliverables:
- To be determined per completion of the CEQA Initial Study/Mitigated Negative Declaration (see Task 3.3)

Task 4.4 Construction Administration
- This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 4: Well #2 Reactivation

IMPLEMENTING AGENCY: City of Lincoln (Lincoln)

PROJECT DESCRIPTION: The project will bring Lincoln’s Well #2 back online. Lincoln will purchase and install a new submersible pump and other necessary equipment, and connect the pump to the existing electrical system. Once completed, this well is capable of producing about 800 gallons of water per minute. The well will provide an estimated 640 acre-feet of water per year.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Lincoln will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- Invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: As a formerly operating Lincoln well, this project does not require land purchase or easement efforts to complete.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
This task includes assessing the current project status and state of the equipment, evaluating options for the final design, and then using the developed information to direct and approve a final design.

Deliverables:
- Inspections and test results dependent on final design
- Written recommendations by consultants dependent on final design
Task 3.2 Final Design
This task includes updating and revising Well #2’s original blueprints for construction.
Deliverables:
☐ Original bid design plans with revised modifications

Task 3.3 Environmental Documentation
This project involves the replacement of a pump on an existing well site. No environmental documentation is necessary as this is considered a maintenance operation.
Deliverables:
☐ Environmental Information Form

Task 3.4 Permitting
Not Applicable: No permitting required because it is an existing well owned by Lincoln and is already permitted by Department of Health and Safety.

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.
Deliverable:
☐ Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)
Task 4.1 Construction Contracting
This task includes bidding and construction contracting.
Deliverables:
☐ Summary of bid process
☐ Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging, and site preparation activities such as the marking of underground line locations. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased and will occur on the City’s timeline when City staff are available to complete necessary tasks outside the scope of the bid and this grant such as the connections to the City’s SCADA system.

Subtask 4.2.2 Sheeting, Shoring, and Bracing
This task includes all necessary prep and stability requirements for excavation. Given the nature and location of work to be performed, the use of any stabilizing materials will be assessed as the project progresses. All work performed will be in compliance with all applicable safety standards

Subtask 4.2.3 Submersible Pump Installation
Task includes casing inspection and prep, pump installation, and connection to surface facilities
Subtask 4.2.4 Performance Testing and Demobilization
Work includes startup, disinfection, pressure testing, tank re-certification, and the start of water service.

Deliverables:
- Operations and maintenance documents
- Pre, mid, and post construction photos

Subtask 4.2.4.1 Tank Cleaning Re-Certification
This task includes the pressure testing and re-certification of the hydro-pneumatic tank on site.
Deliverables:
- Tank Certification and test results

Subtask 4.2.4.2 Electronics Testing, Verification, and Employee Training
This task will include the testing and proven operation of all newly installed electronics systems and the explanation or training to City staff if necessary.
Deliverables:
- Any Manuals or new operation procedures

Task 4.3 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 5: Nelson Well Improvements

IMPLEMENTING AGENCY: City of Lincoln (Lincoln)

PROJECT DESCRIPTION: The project will bring Lincoln’s Nelson Well back online. Lincoln will purchase and install a new submersible pump and other necessary equipment, and connect the pump to the existing electrical system. Once completed, this well is capable of producing about 2,000 gallons of water per minute. The well will provide an estimated 1,600 acre-feet of water per year.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Lincoln will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- Invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: As a formerly operating Lincoln well, this project does not require land purchase or easement efforts to complete.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
All planning work is complete. This task included standard assessment and evaluation of options. Ultimately a submersible pump was the chosen design and final design was prepared.

Task 3.2 Final Design
All engineering and design work is complete. This task included bid preparation and review of the details of submitted bids.
Task 3.3 Environmental Documentation
This project involves the replacement of a pump on an existing well site. No environmental documentation is necessary as this is considered a maintenance operation.

Deliverables:
- Environmental Information Form (EiF)

Task 3.4 Permitting
Not Applicable: No permitting required because it is an existing well owned by Lincoln and is already permitted by Department of Health and Safety.

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
This task includes bidding and construction contracting. Bidding occurred in June 2013 but construction was delayed due to budget concerns by the City.

Deliverables:
- Summarized bid process
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work included mobilization of the contractor to the project site, commencing staging, and site preparation activities. All activities were completed successfully under this subtask.

Subtask 4.2.2 Sheeting, Shoring, and Bracing
This work included the removal of sound walls to clear for removal of old and installation of new equipment.

Subtask 4.2.3 Submersible Pump Installation
Task includes casing inspection and preparation, pump installation, and connection to surface facilities.

Subtask 4.2.4 Performance Testing and Demobilization
Work included startup, disinfection, pressure testing, and start of water service.

Deliverables:
- Pre, mid, post construction photos
Subtask 4.2.4.1 Electronics Testing, Verification, and Employee Training
This task included the testing and proven operation of all newly installed electronics systems and the explanation or training to City staff if necessary.

Deliverables:
- Any Manuals or new operation procedures

Task 4.3 Environmental Compliance/Mitigation/Enhancement
No environmental documentation is required for this project and all construction occurred following standard methods. Contractors were able to complete the installation without leaving paved surfaces, causing runoff, or having to do any excavation.

Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 6: PFE & Zone 4 Transfer Pump Stations

IMPLEMENTING AGENCY: City of Roseville (Roseville)

PROJECT DESCRIPTION: The project includes construction of two pump stations. One will move up to 8.6 million gallons of groundwater per day from within Roseville to other parts of the City. A second pump will also provide up to 8.6 million gallons of groundwater per day supplied through an existing intertie by Sacramento Suburban Water District. The project would result in an estimated average annual yield of 400 acre-feet. Note that this yield does not include the yield from the intertie with SSWD, as that is accounted for under Project 16.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Roseville will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- Invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
The proposed project will be constructed on existing Roseville owned water facilities. Therefore, no land purchase or additional easement is necessary.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
This task includes the development of two technical memorandums that will determine the location and footprint of the two pump stations.
Deliverables:
  □ Technical memorandums

**Task 3.2 Final Design**
This task includes the preparation of final design and specifications for construction.

Deliverables:
  □ 100% Final project plans and specifications

**Task 3.3 Environmental Documentation**
The proposed project qualifies for a Class 1 Exemption as described in Section 15301 of the CEQA guidelines

Deliverables:
  □ Environmental Information Form submitted along with Exemption.

**Task 3.4 Permitting**
Anticipated permits for this project include:

- Encroachment permit to be issued by Roseville to the contractor.

Deliverable:
  □ Copies of all approved permits

**Task 3.5 Project Monitoring Plan**
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
  □ Project Monitoring Plan

**Task 4 Construction/Implementation: Budget Category (d)**

**Task 4.1 Construction Contracting**
Roseville issued advertisement for bidding, evaluated bids, and will be awarding a construction contract at a City Council meeting in early 2015.

Deliverables:
  □ Summary of bid process
  □ Notice to Proceed

**Task 4.2 Construction**

**Subtask 4.2.1 Mobilization and Site Preparation**
This work included mobilization of the contractor to the project site, commencing staging, and site preparation activities.
Subtask 4.2.2 Construction
Construction will include:

- Installation of pre-manufactured pump station buildings manufactured and assembled at the factory.
- Three 2,000 gallons per minute turbine pumps at each station installed within the pump station building.
- Programmable logic controls (PLCs) to communicate with the City’s Supervisory Control and Data Acquisition (SCADA) system.
- Fiber optic cables installed for communications purposes.
- Hookup to primary electric grid.
- Electrical room installation.
- A meter installed at each site to monitor flows.

At the Pleasant Grove site, where water will be transferred from the City’s Zone 4 to Zone 1, the pump station will include installing a bypass line adjacent to the current pressure reducing valves. Existing corrosion protection (CP) stations will be consolidated into one area near the pump station. Current sidewalk will be re-routed and some landscaping will be installed at the station as required by community design standards.

At the PFE site where the City’s intertie with Sacramento Suburban Water District is located, additional fluoridation and chlorination equipment will be installed. Additional electrical power will also be installed at the project site to power up the pump station.

Subtask 4.2.3 Performance Testing and Demobilization
Performance testing will include a factory acceptance test to the manufacturer’s facility to witness the pump station before it is shipped to project sites. Once constructed, additional testing and training will include ARC flash testing, PLC programming, SCADA and control testing and calibration, pump vibration monitoring, and flow monitoring. At the PFE (intertie) site, fluoridation and chlorination equipment will also be calibrated and tested to ensure its functionality. Contractor will demobilize after testing and startup training are completed. Project close out will occur after all operation and maintenance (O&M) manuals, warranties, and spare parts are received and when project is complete. The City will issue a Notice of Completion at the end of start-up testing.

Deliverables:
- Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
There are no mitigation measures required by the CEQA analysis.

Task 4.4 Construction Administration
Construction Administration will be administered by the City of Roseville and supported by Bennett Engineering Services. Construction administration will include the following components: engineering support, Contractor’s submittal review and response, Contractor’s request for information review and response, attendance of construction meetings, construction staking, preparation of record drawings, and final inspection and certification.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 7: Phase 2B Well Rehabilitations

IMPLEMENTING AGENCY: City of Sacramento (Sacramento)

PROJECT DESCRIPTION: The project consists of repairing mechanical issues at four wells and making water-quality improvements at five wells. In general, each site requires a pump, motor, electrical and mechanical improvements, treatment systems and shelters to secure supplies and equipment. Once complete, wells will be capable of producing 7.7 million gallons of groundwater per day. The wells will provide an estimated 4,500 acre-feet of water per year.

Sacramento typically draws most of its water from the Sacramento and American rivers. This project maximizes groundwater available to meet customer needs by restoring and returning to service nine groundwater wells. The project leaves more water in rivers available for environmental and other needs during dry conditions.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Sacramento will utilize an existing Labor Compliance Plan 002 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- Invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
A small easement will be purchased to supplement existing property owned by the City at one well location. All other sites fully owned by the City of Sacramento.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)
Task 3.1 Assessment and Evaluation
This task included assessing the water quality of the groundwater wells to be returned to service.

Deliverables:
- Water Quality Analysis
Task 3.2 Final Design
This task included preparing final plans and specifications for bidding.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
All environmental documentation is completed. Returning the wells to service is exempt from environmental review under CEQA section 15301 (existing facilities) and 15302 (replacement or reconstruction).

Deliverables:
- Environmental Information Form (EIF)
- Recorded Notice of Exemption

Task 3.4 Permitting
No construction permitting is required. Upon completion of the project, the department of public health will permit the well for potable use, provided onsite inspection finds acceptable results.

- Department of Public permit for potable supply

Deliverable:
- Copies of all approved permits

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)
Task 4.1 Construction Contracting
This task includes bidding and construction contracting. Bidding occurred in June 2014.

Deliverables:
- Authorized construction contract
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased to coincide with permit issuance as previously described.
Subtask 4.2.3 Submersible Pump Installation
Task includes casing inspection and preparation, pump installation, and connection to surface facilities.

Subtask 4.2.3 Performance Testing and Demobilization
Work includes disinfection, pressure testing, water quality testing, and commissioning of the pipeline for raw water service.
Deliverables:
- Pump test results
- Water quality tests
- Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
This project is exempt.
Deliverables:
- Notice of Exemption

Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.
Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 8: Sacramento River Pump Station Modifications

IMPLEMENTING AGENCY: City of Sacramento (Sacramento)

PROJECT DESCRIPTION: The project includes designing and constructing vortex breakers for Sacramento’s Sacramento River intake pumps. The project consists of a steel screened box that will surround the intake pumps and vibration monitoring equipment. Drought conditions statewide have triggered lower water levels on the Sacramento River, which is a primary water supply for the City of Sacramento. This project will help ensure Sacramento’s intake and water treatment plant on the Sacramento River will continue operating even at extremely low water levels. This provides additional flexibility in up-river reservoir operations.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Sacramento will utilize an existing Labor Compliance Plan 002 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: The facility is owned by Sacramento.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
This task includes coordination with the State/Federal run Central Valley Operations group, stream flow modeling, and modeling of low water level hydraulic conditions inside of the surface water intake structure to evaluate how river elevations below design of the facility (elev. 2 feet) will affect facility performance, and develop solutions to allow for continued operation.

Deliverables:
- Documentation, such as a report or memo, identifying historic and modeled output relating flow to river level, and model output of the internal operation of the pumps at low water levels
Task 3.2 Final Design
All engineering and design work is complete. This task included designing vortex breakers.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
All environmental documentation is complete

Deliverables:
- Environmental Information Form (EIF)
- Recorded Notice of Exemption
- Legal Challenges Letter

Task 3.4 Permitting
No permits were required

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
This task includes bidding and construction contracting for the vortex breaker installation and the vibration monitoring.

Deliverables:
- Summary of bid process
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once construction sequencing/scheduling is determined but will be phased to coincide with permit issuance as previously described.

Subtask 4.2.2 Fabrication of Vortex Breakers
This work includes welding and fabrication of stainless steel cages to be fit around the intake of the pumps.
Subtask 4.2.3 Installation of Equipment
Task includes installing vibration monitoring equipment and vortex breakers on pumps within intake structure.

Task 4.2.4 Performance Testing and Demobilization
Work includes underwater investigation, and monitoring of flow metered through the vortex breakers.

Deliverables:
- Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
This project was exempt.

Deliverables:
- Notice of Exemption

Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 9: Lower American River Pump Station Modifications

IMPLEMENTING AGENCY: City of Sacramento (Sacramento)

PROJECT DESCRIPTION: The project includes designing and constructing vortex breakers for Sacramento’s American River intake pumps. The project consists of a steel screened box that will surround the intake pumps and vibration monitoring equipment. Drought conditions statewide have triggered lower water levels on the American River, which is a primary water supply for the City of Sacramento. This project will help ensure Sacramento’s intake and water treatment plant on the American River will continue operating even at extremely low water levels. This provides additional flexibility in up-river reservoir operations.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Sacramento will utilize an existing Labor Compliance Plan 002 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: No land purchase is needed. All work to occur on an existing Sacramento facility.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
All planning work is complete. This task included coordination with the State/Federal run Central Valley Operations group, stream flow modeling, and modeling of low water level hydraulic conditions inside of the surface water intake structure to evaluate how river elevations below design of the facility (elev. 12 feet) would affect facility performance, and developing solutions to allow for continued operation.

Deliverables:
- Documentation, such as a report or memo, identifying historic and modeled output relating flow to river level, and model output of the internal operation of the pumps at low water levels
Task 3.2 Final Design
All engineering and design work is complete. This task included designing vortex breakers.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
All environmental documentation is completed.

Deliverables:
- Environmental Information Form (EIF)
- Recorded Notice of Exemption
- Legal Challenges Letter

Task 3.4 Permitting
No permits were required

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
This task includes bidding and construction contracting for the vortex breaker installation and the vibration monitoring.

Deliverables:
- Summary of bid process
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased to coincide with permit issuance as previously described.

Subtask 4.2.2 Fabrication of Vortex Breakers
This work included welding and fabrication stainless steel cages to be fit around the intake of the pumps.

Subtask 4.2.3 Installation of Equipment
Task includes installing vibration monitoring equipment and vortex breakers on pumps within intake structure.

Subtask 4.3 Performance Testing and Demobilization
Work includes underwater investigation, and monitoring of flow metered through the vortex breakers.
Deliverables:
- Pre, mid, and post construction photos

**Task 4.3 Environmental Compliance/Mitigation/Enhancement**
This project was exempt.

Deliverables:
- Notice of Exemption

**Task 4.4 Construction Administration**
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
**Project 10: Main Ditch Piping**

**IMPLEMENTING AGENCY:** El Dorado Irrigation District (EID)

**PROJECT DESCRIPTION:** The project will construct a three-mile long buried pipeline to replace an open ditch water canal. The current canal is susceptible to significant water loss through leaks and evaporation, to potential contamination, and to failure from landslides. The project will reduce leakage and losses, as well as improve the quality of water entering the treatment plant. The new pipeline is projected to save about 1,300 acre-feet of water per year, leaving more water in the South Fork of the American River to flow into Folsom Reservoir and the Lower American River.

**Task 1 Direct Project Administration: Budget Category (a)**

**Task 1.1 Project Management**
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- [ ] Agency Finance Audits and Budget
- [ ] Other applicable project deliverables specified in funding agreement

**Task 1.2 Labor Compliance**
EID will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- [ ] Proof of Labor Compliance upon request

**Task 1.3 Progress Reporting, Invoicing, and Final Completion Report**
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- [ ] progress reports
- [ ] invoices including backup documentation
- [ ] Draft and final project completion report

**Task 2 Land Purchase/Easement: Budget Category (b)**
This task will support acquisition of easements for new alignments or where insufficient easements exist for construction or future maintenance requirements. Under funds provided in a separate grant, EID has prepared a map outlining all parcels adjacent to the Main Ditch, conducted title and easement ownership history research for 20 of the 49 related private parcels, and performed a limited survey for use in a Basis of Design Report. EID has contracted the services of a licensed land surveyor to perform a topographic survey who has completed a majority of the field work required to prepare the detailed design of the project.

Deliverables:
- [ ] Proof of acquired easements
Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
The purpose of this task is to estimate the water conservation component for the ditch segment. Flow will be measured at the Forebay Reservoir diversion point (gage A18) and at the Reservoir 1 WTP inlet. Flow measurements are remotely monitored by SCADA, and logged at periodic intervals. All outflow connections along the three mile stretch are metered. In addition, water quality sampling was conducted that shows the increase in turbidity, and total coliform, and E-coli as the water travels through the earthen ditch to the Reservoir 1 water treatment plant.

Deliverables:
- Water conservation analysis
- Water quality analyses

Task 3.2 Final Design
The completed Basis of Design Report contains the design parameters that identify the piping methods, alignment, recommended materials for construction, and criteria for final design. Project description for CEQA, 30% documents, 50% documents, 90% documents, and final bid documents will be prepared in accordance with this report.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
This includes all tasks associated with any required documentation of environmental compliance or analyses. Completion of some technical studies in advance of this grant application submittal has allowed EID to offset some costs of environmental requirements that would otherwise be required of the grant.

Deliverables:
- Environmental Information Form (EIF)
- Cultural Resource Inventory and Evaluation (Complete)
- Wetland delineation (Complete)
- Red-legged frog habitat assessment (Complete)
- Well and Septic Location Report (Complete)
- Completed environmental documentation
- Legal Challenges Letter

Task 3.4 Permitting
This task includes all efforts associated with any required permits or approvals. Completion of some technical studies in advance of the grant application submittal has allowed EID to offset some costs of permitting requirements that would otherwise be required of the grant. Specific permitting requirements are to be determined, but are anticipated to include:

- Stormwater Pollution Prevention Plan in compliance with the National Pollutant Discharge Elimination System (NPDES)
- General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) as amended by Order No. 2010-0014-DWQ and 2012-006-DWQ.

Deliverables:
- Copies of all approved permits
Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)
Task 4.1 Construction Contracting
This task includes soliciting competitive bids. The lowest responsive responsible bid will be recommended to the Board of Directors for award and a contract will be executed.

Deliverables:
- Summary of bid process
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased to coincide with permit issuance as previously described.

Subtask 4.2.2 Pipeline Construction
Construction will adhere to the final designs prepared in Task 3.2, but the piping of the Main Ditch will likely include the following project components:
- Re-grading and compacting of the ditch bed
- Installation of 15,400 lineal feet of large diameter (36 – 42-inch) pipe
- Installation of appurtenances such as; access manholes, turnouts, meters, valves, etc.
- Relocation of existing storm drain connections (by EDC DOT)
- Improvements to the outlet at Forebay Reservoir
- Improvements to the intake to the Reservoir 1 WTP
- Enhancements to the SCADA system for flow and water quality measurements
- Installation of small-scale in-conduit hydro, where possible

Subtask 4.2.3 Performance Testing and Demobilization
At the end of construction, flow monitoring and water quality testing will be conducted between Forebay Reservoir and Reservoir 1, and these results will be compared to water losses and quality before construction to determine the amount of water conserved and quality improved. This final assessment will be memorialized in a comprehensive report.

Deliverables:
- Pre, mid, and post construction photos
Task 4.3 Environmental Compliance/Mitigation/Enhancement
This task involves preparation of the SWPPP, verification of all BMP’s being installed prior to any earth disturbance, verification of BMP maintenance throughout the course of the construction project, winterization during the interval between phases, and final BMP implementation at end of project.

Deliverables:
- SWPPP with BMP’s and applicable mitigations.

Task 4.4 Construction Administration
This task includes conducting construction meetings, reviewing submittals and requests for information, approving construction change orders, overseeing inspection work, making periodic site visits, and providing specialty inspections.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 11: Madison Well Construction

IMPLEMENTING AGENCY: Fair Oaks Water District (FOWD)

PROJECT DESCRIPTION: The Madison Well construction includes construction of a new groundwater supply well with an estimated capacity to produce 1,100 gallons per minute of additional water. The well will provide an estimated 540 acre-feet per year of groundwater supply. The new well will be permitted as a public drinking water supply. The Madison Well is part of a long-term plan and vision for the Sacramento region designed to preserve water in Folsom Reservoir and the lower American River during dry years by using groundwater instead.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
FOWD will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices included backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
FOWD acquired the well site in 2011. The well site is 90 feet by 90 feet and is sufficient for drilling, development and construction of all necessary aboveground structures for operating groundwater well.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
This task has already been completed.
Task 3.2 Final Design
The plans and specifications for Madison Well construction (drilling and well casing installation) were completed in January 2014. The work involved drilling pilot borehole, completion of geophysical surveys, installation of well casing and pump base, and well development and aquifer testing to determine the production yield of the Madison Well.

Plans and specifications for equipping of the Madison Well will be developed under task 4.2.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
The Madison at Fair Oaks development (formerly known as Gum Ranch Subdivision) prepared and circulated a Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA). The analyses included the Madison Well site.

Deliverables:
- Environmental Information Form (EIF)
- Copies of environmental documents
- Legal Challenges Letter

Task 3.4 Permitting
Permits required for this project may include:
- Right of Entry Agreement between FOWD and MBK Homes, dated June 19, 2014
- Sacramento County Drilling Permit (obtained by Zim Industries-Permit #54260 dated June 6, 2014)

Deliverables:
- Copies of all approved permits

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Upon completion of well construction, Madison Well will be equipped with a production meter to monitor well output in gallons per minute.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)
Task 4.1 Construction Contracting
This task includes issuing a Request for Proposal to complete construction specifications, engineering and bidding documentation for equipping Madison Well. The contract for engineering services will be awarded in accordance with the District’s policies and procedures.

Deliverables:
- Summary of bid process
- Notice to Proceed
Task 4.2 Construction
Construction includes mobilization, the installation of the well pump, related piping, electrical and telemetry equipment, and site improvements. Specifically, work involves well drilling, development, casing installation, pump base construction, and demobilization.

Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities.

Subtask 4.2.2 Well construction
Construction of the below ground portion of the well consists of the following:
- Drilling up to a 700 foot deep well
- Conducting geophysical logging to determine completion intervals
- Installation of stainless steel or steel well casing
- Installation of filter pack and seal
- Develop of well and conducting of discharge testing

Subtask 4.2.3 Well equipping and site construction
The following facilities will be constructed at the Madison Well site:
- Furnishing and installation of a deep water turbine pump, discharge column, well – discharge head and electrical motor
- Construction of well discharge piping, control valves, isolation valves, and appurtenances
- Construction of a building for electrical and disinfection equipment
- Furnishing and installation of Motor Control Center, including all necessary pump control features, and related wiring installation
- Furnishing and installation of telemetry equipment and integration into existing District SCADA system
- Furnishing and installation of emergency generator
- Installation of the site security system
- Site grading, installation drainage facilities and final surfacing material

Subtask 4.2.3 Performance Testing and Demobilization
This subtask is with regards to performance testing and demobilization of pumps and other equipment. The following will be completed by the site contractor
- Pump and motor testing
- Disinfection equipment calibration and testing
- Telemetry equipment testing and start up
- Emergency generator testing and start up
- Site clean-up and demobilization

Deliverables:
- Pre, mid, and post construction photos
- Well completion report

Task 4.3 Environmental Compliance/Mitigation/Enhancement
No compliance or mitigation measures are required.
Task 4.4 Construction Administration
FOWD may solicit construction management services from engineering consultant. Construction management will include the following tasks:

- Contractor’s submittal review and response
- Preparing response to Contractor’s request for information
- Providing recommendations for change orders
- Attending construction meetings
- Preparing record drawings and completing final inspection
- Preparing operation memorandums.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 12: American River Pump Station Improvements

IMPLEMENTING AGENCY: Placer County Water Agency (PCWA)

PROJECT DESCRIPTION: The project will expand the existing American River Pump Station. Improvements include installing an additional pump and variable frequency drive, other supporting equipment and a concrete masonry building. The pump station supplies water to PCWA, which treats and delivers water to the City of Roseville and San Juan Water District when Folsom Reservoir’s supplies are insufficient. Once complete, the new pump will be able to produce 41 cubic feet of water per second, increasing the station’s pumping capacity to 189 cubic feet per second, and providing PCWA customers and other communities with greater water supply reliability.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
PCWA will utilize a labor compliance firm, Contractor Compliance and Monitoring, Inc., which assists with labor compliance requirements from the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: PCWA currently operates an existing pump station where the planned improvements will be installed. No land purchases or additional easements are necessary.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
The facility was planned for this future pump addition at the time it was originally constructed. No additional evaluations were necessary, and PCWA proceeded with preparing pump procurements specifications to expedite installation of the additional pump necessary for drought reliability.

Deliverables:
- Pump Procurement Specifications
Task 3.2 Final Design
This task includes the preparation of the final design and bid documents.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
Article 19 of the CEQA guidelines lists categorical exemptions from CEQA, Section 15303, New Construction or Conversion of Small Structures, Class 3 and consists of construction of a new small facility or structure; installation of small new equipment and facilities in small structures; including utility extensions to serve such construction. This project is consistent with this guideline; therefore it is exempt from CEQA. (CEQA Guidelines Article 19, Section 15303).

Deliverables:
- Environmental Information Form (EIF)
- Categorical Exemption
- Legal Challenges Letter

Task 3.4 Permitting
No permits are expected to be required for this project.

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project monitoring plan

Task 4 Construction/Implementation: Budget Category (d)
Task 4.1 Construction Contracting
This task includes the issuance of two contracts for the project: Pump Procurement; and Construction. The Pump Procurement contract is for supply of the new pump and motor. The Construction contract is for construction and installation of the new pump and associated improvements.

Deliverables:
- Summary of bid process
- Notice to Proceed for both contracts

Task 4.2 Construction
Subtask 4.2.1 Pump Procurement Contract
The Pump Procurement Contract recipient will be responsible for the procurement of the new 41 cfs pump and motor. The contractor will also inspect and approve the installation, and assist with startup and testing of the new pump.
Subtask 4.2.2 Construction Contract
The Construction Contract recipient will be responsible for construction and installation associated with the new pump procured in Subtask 4.2.1. A concrete masonry building will be constructed for the variable frequency drive (VFD) that will be used to control the new pump. A chilled water system will be provided in the new building for climate control to cool the VFD and prevent overheating. New electrical and water supply conduits/piping will be installed between the existing pump building and the new VFD building.

Subtask 4.2.3 Performance Testing and Demobilization
Performance testing of the pump and motor will be performed by the Pump Procurement Contractor at its shop. The test will be witnessed by PCWA representatives. Testing results will be reported by the contractor to PCWA prior to shipping to the jobsite. Complete Operations and Maintenance manuals of the pump and motor shall be provided to PCWA.

Deliverables:
- Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
This project is Exempt from CEQA. The Contractor will be required to submit a Water Pollution Control Plan to PCWA for approval for activities planned during construction of the VFD building. No further environmental mitigation or compliance measures are necessary for this project.

Deliverables:
- Water Pollution Control Plan

Task 4.4 Construction Administration
This task includes conducting construction meetings, reviewing submittals and requests for information, approving construction change orders, inspection services, making periodic site visits, and providing specialty inspections.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 13: Agricultural and Rural Residential Drought Response Incentives Program

IMPLEMENTING AGENCY: Placer County Water Agency (PCWA)

PROJECT DESCRIPTION: The Agricultural and Rural Residential Drought Response Incentives Program is aimed at increasing water efficiency by agricultural and rural residential customers through irrigation audits, irrigation scheduling support and incentives to upgrade irrigation equipment and replace high-water use plants. The program, which will be managed by PCWA in partnership with the Placer County Resource Conservation District, is projected to conserve 787 acre-feet of water per year, or 11,805 acre-feet over the assumed program lifetime, as well as reduce erosion and water quality problems resulting from excessive irrigation runoff.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
Not Applicable: Labor Compliance Program (LCP) implementation is not included, because this project does not involve construction.

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: Land purchase and easements will not be required for this project.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
The project is designed to reduce outdoor water use by agricultural and rural residential customers in response to current drought conditions. Planning documents required for implementation have already been prepared by the Natural Resources Conservation Service (NRCS) and PCWA staff and are in use in current landscape incentive and upgrade projects and the NRCS Environmental Quality Incentives Program (EQIP).
Task 3.2 Final Design
Not Applicable: This project does not involve engineering design.

Task 3.3 Environmental Documentation
This project is exempt from CEQA.

Deliverable:
- Environmental Information Form (EIF)

Task 3.4 Permitting
Not Applicable: This project does not require permits.

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project monitoring plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
Not Applicable: The Agricultural and Rural Residential Drought Response Incentives Program will be implemented by PCWA, the local resource conservation districts and managed by RWA.

Task 4.2 Construction
Project implementation components include site surveys, irrigation management schedules, incentives and upgrade implementation, which involve the following tasks:

- Completing a site survey and providing an Irrigation Water Management Schedule
- Distributing incentives and for irrigation upgrades or plant material replacement
- Tracking water savings

Deliverables:
- Irrigation and crop site survey form
- Irrigation Management schedule
- Amounts, number and type of irrigation equipment installed
- Number and amount (measured in square feet) of landscapes converted from turf grass to native and low water use landscapes
- Water savings estimates
- Final report

Task 4.3 Environmental Compliance/Mitigation/Enhancement
Not applicable: This project does not require environmental compliance, mitigation or enhancement.

Task 4.4 Construction Administration
Not Applicable: For this project, implementation administration is synonymous with Task 1, Project Administration.
**Project 14: Regional Water Efficiency Drought Measures**

**IMPLEMENTING AGENCY:** RWA

**PROJECT DESCRIPTION:** Regional Water Efficiency Drought Measures are designed to educate and incentivize the Sacramento region’s 1.9 million customers to increase water efficiency outdoors where 65 percent of household water use occurs. The project includes three related components: increased public outreach through advertising, media outreach and event participation; landscape irrigation efficiencies incentives such as rebates to replace lawns with low-water use plants, irrigation system upgrades and the purchase and installation of weather-based “smart” irrigation controllers; and sponsoring the purchasing and installation of irrigation system upgrades and signage at The CapRadio Garden. Capital Public Radio is converting the resource intensive lawn outside their building to a productive, water efficient, edible garden. The Garden will provide a hands-on curriculum that will teach students about healthy food, how it grows and where it comes from through experiential, place based garden activities. The interpretive signs will illustrate the ease of replicating the irrigation system in a residential environment. The rebate program will provide an estimated 1,400 incentives for landscape upgrades and is projected to conserve an estimated 145 acre-feet of water per year (or 1,450 acre-feet over the project’s 10-year lifespan).

**Task 1 Direct Project Administration: Budget Category (a)**

**Task 1.1 Project Management**
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

**Task 1.2 Labor Compliance**
Not Applicable: Labor Compliance Program (LCP) implementation is not included, because this project does not involve construction.

**Task 1.3 Progress Reporting, Invoicing, and Final Completion Report**
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- Progress reports
- Invoices including backup documentation
- Draft and final project completion report

**Task 2 Land Purchase/Easement: Budget Category (b)**
Not Applicable: Land purchase and easements will not be required for this project.

**Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)**

**Task 3.1 Assessment and Evaluation**
Tasks include collecting incentive program information from each participating agency (program requirements, incentive amounts, outreach strategies, release forms, etc.). A few other innovative incentive/upgrade options may also be included as needed by local agencies or RWA to decrease outdoor water demand. An expanded public
outreach plan will need to outline key drought outdoor messages, desired media outlets and frequency of ads, expected costs, and supporting events.

Deliverable:
- Public outreach plan

**Task 3.2 Final Design**
Final design will include the compiling of water agency and RWA incentive program information into a single summary sheet for distribution. This information will be provided on RWA and water agency websites. This will include staff, consultant and web support time as well as funding for printing of the summary document.

Deliverable:
- Incentive program summary sheet

**Task 3.3 Environmental Documentation**
Not applicable. There is no construction, so it is exempt from CEQA.

Deliverable:
- Environmental Information Form (EIF)

**Task 3.4 Permitting**
Not applicable. Permits are not expected to be required.

**Task 3.5 Project Monitoring Plan**
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project monitoring plan

**Task 4 Construction/Implementation: Budget Category (d)**

**Task 4.1 Construction Contracting**
Not Applicable: The Regional Water Efficiency Drought Measures project will be implemented by local water agencies and managed by RWA.

**Task 4.2 Construction**

**Subtask 4.2.1 Public Outreach**
Implementation involves the following tasks:
- Prioritizing current outdoor drought messaging
- Selecting desired messages
- Securing media ad buys
- Facilitating media outreach activities
- Host supporting public outreach events to further deliver desired messages to customers.
Subtask 4.2.2 Surveys, Incentives and Upgrades
Implementation involves the following tasks:

- Completing landscape water efficiency surveys
- Distributing incentives and installing upgrades
- Tracking water savings and implementation.

Subtask 4.2.3 The CapRadio Garden
Implementation involves the following tasks:

- Sponsoring the purchasing and installation of drip irrigation in the educational garden.
- Sponsoring of the interpretive signage for educational garden.

Deliverable:
- Water savings estimates will be collected and estimated for a 3 year implementation period after installation.

Subtask 4.2.4 Performance Testing and Demobilization
The final deliverable at the end of the project will be a report that includes a summary of all above tasks as well as an overall project evaluation with recommendations to improve similar future programs. This report will be publically available and will be distributed as necessary to allow other region’s to adopt the methods and program schedules and modify as they see fit to implement similar effective programs.

Subtask 4.2.4.1 Agency Survey
A survey will be administered to all participating water agencies to receive input on the overall program, what can be improved and what worked well.

Subtask 4.2.4.2 Public Survey
A survey will be administered to a sample of the public focused on participation in rebates programs, preferred incentives and responses to public messages.

Deliverable:
- Survey results report

Task 4.3 Environmental Compliance/Mitigation/Enhancement
Not Applicable: There will be no construction of structures.

Task 4.4 Construction Administration
Not Applicable: For this project, implementation administration is synonymous with Task 1, Project Administration.
**Project 15: Striker Well Upgrades**

**IMPLEMENTING AGENCY:** Sacramento County Water Agency (SCWA)

**PROJECT DESCRIPTION:** The project will complete a partially constructed groundwater supply well by outfitting it with electrical service, SCADA operating system, electric motor, well pump, on-site power back-up generator and other supporting equipment. Once complete, the project will be capable of providing 2 million gallons of water per day. The well will provide an estimated 2,000 acre-feet per year of groundwater supply.

During current drought conditions, the well can be used to supply water to the City of Sacramento through an existing intertie. Longer-term, the well allows the region to expand its conjunctive use operations to better match water supply with climate conditions.

**Task 1 Direct Project Administration: Budget Category (a)**

**Task 1.1 Project Management**
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

**Deliverables:**
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

**Task 1.2 Labor Compliance**
SCWA will utilize an existing Labor Compliance Plan 011 (County of Sacramento, Department of General Services, Construction Management & Inspection, Labor Compliance Section) approved by the Department of Industrial Relations.

**Deliverable:**
- Proof of Labor Compliance upon request

**Task 1.3 Progress Reporting, Invoicing, and Final Completion Report**
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

**Deliverables:**
- progress reports
- invoices including backup documentation
- Draft and final project completion report

**Task 2 Land Purchase/Easement: Budget Category (b)**
Not Applicable: The land purchase was completed several years ago and is 100% complete.

**Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)**
The work summary for SCWA’s project includes only those tasks associated with the project from January 2014 forward.

**Task 3.1 Assessment and Evaluation**
Planning documents were prepared several years ago and are 100% complete. This task included the design and construction of one test hole and water production well. Well design specifications and bid documents were
developed and used in the bidding and construction of the existing well that was completed in 2002. In summer of 2014, the well was assessed again for both water quality and capacity to make sure the well was both ready for outfitting meeting all Title 22 water quality standards and that the well Specific Capacity was as determined by the efforts in 2002.

Deliverables:
- Striker Well Assessment and Testing – Summary Report by Wood Rodgers, Inc.

**Task 3.2 Final Design**

This task includes the design of all site improvements including a new water well pump and motor, electrical panels, stand-by generator, chemical storage, and all other site improvements needed to construct a complete operational municipal water well. Electrical plans will also be developed.

Deliverables:
- 100% Final project plans and specifications

**Task 3.3 Environmental Documentation**

Some environmental determination documents were prepared several years ago and are 100% complete. This included Notice of Exemption Control No. 01-PWE-0495 issued by The County of Sacramento, Department of Environmental Review and Assessment (DERA). SCWA has added a permanent back-up generator to the project description. Because of the addition of the on-site generator and because the existing environmental document is over 10 years old, SCWA is in the process of obtaining an updated determination for this project. It is anticipated this document will be completed in late December 2014.

Deliverables:
- Environmental Information Form (EIF)
- Notice of Exemption Control No. 01-PWE-0495
- Environmental Determination (TBD) – December 2014
- Legal Challenges Letter

**Task 3.4 Permitting**

Permits that are anticipated to be required include the following:

- Public Water Supply System Permit No. 3400173 Northgate 880 - Permit Amendment for Water Well Operation
- Sacramento County EMD Hazardous Material Permit for Diesel and Sodium Hypochlorite Storage
- SMAQMD Permit for Diesel Generator

Deliverable:
- Copies of all approved permits

**Task 3.5 Project Monitoring Plan**

Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:
- Project Monitoring Plan
Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
Not Applicable: This project is being managed in house through individual purchases or hires and not managed by a general contractor.

Deliverables:
☐ Notice to Proceed

Task 4.2 Construction

Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor(s) to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once per individual plan set but construction sequencing/scheduling will be phased to coincide with permit issuance as previously described.

Subtask 4.2.2 Construction
- Well water pump (1500 GPM, 266 TDH) and motor (150 Hp) installation. Well hole re-development and sample for water quality. Once the well development is concluded, a motor and pump will be sized for the probable production level and will be purchased following bidding of construction plans. The updated well operation permit from the Health Department is being reviewed by the Health Department.
- Pavement installation, including drainage system, and landscaping.
- Back-up Power Generator and Automatic electrical switching gear Installation.
- Electrical panels, SMUD transformer, and SMUD service.
- Chemical systems including associated shed, foundation, conduits, controls, pumps, plumbing will be installed.
- SCADA system installed including; structure, pad, conduits, low voltage electrical, programming, hardware, transceiver, etc
- Miscellaneous on site plumbing including control valve, meter, valves, etc.

Subtask 4.2.3 Performance Testing and Demobilization
Work includes testing of the well confirming Specific Capacity which was completed as described in Task 3.1. Following installation of well pump, motor, flow meter, and piping, capacity of well will be confirmed during start-up procedures for well. Following installation electrical and SCADA panels on-site, full site communication checks will be made as well as communication of site conditions to SCWA off-site viewing stations via. radio signals sent between on-site and off-site antennas. Generator to be installed will be tested to make sure it start when it should automatically with line power failure. Well pump installation will be sampled to make sure if meets all Title 22 requirements before being placed on-line.

Deliverables:
☐ Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
Categorical Exemption issued.

Deliverables:
☐ Regular groundwater monitoring and reporting consistent with SGA, DWR, and other requirements
Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 16: Antelope Booster Pump Station Phase 2

IMPLEMENTING AGENCY: Sacramento Suburban Water District (SSWD)

PROJECT DESCRIPTION: The Antelope Booster Pump Station Phase 2 project will install a series of high-capacity booster pumps to reverse flows within the Antelope and Cooperative Transmission pipelines, allowing SSWD to deliver excess groundwater, when available, from the district’s North Service Area to other parts of the region. Once complete, the new booster pump station will be able to provide up to 14.4 million gallons per day. The project is estimated to result in an additional average annual yield of 2,500 acre-feet.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
SSWD will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: There is no land or easement acquisition required for this project.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
This task included pre-design and capacity analysis and hydraulic modeling. Planning documents were prepared over the past few years by Domenichelli & Associates and are 100% complete.

Deliverables:
- Antelope Pump-Back Booster Station Capacity Analysis Technical Memorandum, November 21, 2013
- Pre-Design Report, January 20, 2014
- Pre-Design Executive Summary, February 24, 2014
- Pre-Design Cost Estimate, February 25, 2014
- Technical Memorandum titled “Groundwater Supply Options to SJWD for 2014” dated January 8, 2014
Task 3.2 Final Design
This task includes the design of the booster pumps. Design is 100% complete.
Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
It was determined that a Categorical Exemption will be adequate to meet the environmental review requirements under CEQA. SSWD prepared a Notice of Exemption using supporting documentation received from a subconsultant (EN2 Resources). The Notice of Exemption was filed with the County Clerk Recorder’s Office on August 7, 2014.
Deliverables:
- Environmental Information Form (EIF)
- Processed categorical exemption
- Legal Challenges Letter

Task 3.4 Permitting
This task includes the acquisition of the required permits. Permits that are anticipated to be required include:
- Encroachment Permit (City of Citrus Heights)
- Permit to Construct and Permit to Operate Standby Emergency Generator (Sacramento Metropolitan Air Quality Management District)

Deliverables:
- Copies of all approved permits

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.
Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)
Task 4.1 Construction Contracting
This task includes bidding and construction contracting.
Deliverables:
- Summary of bid process
- Notice to Proceed

Task 4.2 Construction
Subtask 4.2.1 Mobilization and Site Preparation
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once but construction sequencing/scheduling will be phased.
Subtask 4.2.2 Construct Pump Back Pump Station
Construction activities will include installation and construction of a steel building, piping/valves, pumps and other equipment, a standby emergency generator, and electrical motor control center and instrumentation and controls, including Supervisory Control and Data Acquisition (SCADA).

Subtask 4.2.3 Performance Testing and Demobilization
Work includes startup, disinfection, pressure testing, and commissioning of the pipeline for treated water service. Also, this task includes removal of all Contractor materials from the site, restoration of the staging area and final inspection of the site.

Deliverables:
- Pre, mid, and post construction site photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
Not Applicable: A Notice of Exemption has been filed per Task 3.3.

Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
Project 17: Enterprise Intertie Improvements

IMPLEMENTING AGENCY: Sacramento Suburban Water District (SSWD)

PROJECT DESCRIPTION: The project will make improvements to an existing intertie between SSWD and the City of Sacramento (Sacramento). The current facility only allows for moving treated surface water from the Sacramento to SSWD. The Enterprise Intertie Improvements, which will include piping, a control valve and instrumentation, will allow SSWD to move groundwater in the opposite direction. The project is anticipated to provide up to 20 million gallons of groundwater per day to Sacramento. The project is estimated to result in an additional average annual yield of 1,000 acre-feet.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
SSWD will utilize an existing Labor Compliance Plan 2012.01118 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report shall be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
Not Applicable: There is no land or easement acquisition required for this project.

Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
Planning work, including field flow tests and hydraulic modeling, has been completed. This task involves two field flow tests and hydraulic modeling. The flow tests are needed to confirm that water can be delivered to the City through the existing Enterprise Intertie.

Hydraulic modeling is needed to estimate the amount of water that SSWD could supply to the City of Sacramento through the Enterprise Intertie during a 90-day summer period for 2014. The results of the hydraulic modeling analysis will be included in a Technical Memorandum titled “South Service Area Capacity Analysis.”
Deliverables:
- Hydraulic models
- Technical reports

**Task 3.2 Final Design**
Three separate design submittals (50%, 90% and 100%) are anticipated during the final design phase.

Deliverables:
- 100% Final project plans and design specifications

**Task 3.3 Environmental Documentation**
It is anticipated that a Categorical Exemption will be adequate to meet the environmental review requirements under CEQA. SSWD will be the lead agency and will prepare the required Notice of Exemption.

Deliverables:
- Environmental Information Form (EIF)
- Processed categorical exemption
- Legal Challenges Letter

**Task 3.4 Permitting**
No environmental permits are anticipated for this project.

**Task 3.5 Project Monitoring Plan**
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:
- Project Monitoring Plan

**Task 4 Construction/Implementation: Budget Category (d)**

**Task 4.1 Construction Contracting**
This task includes bidding and construction contracting.

Deliverables:
- Summary of bid process
- Notice to Proceed

**Task 4.2 Construction**

**Subtask 4.2.1 Mobilization and Site Preparation**
This work includes mobilization of the contractor to the project site, commencing staging and site preparation activities. It is assumed that the entire project will be bid once the construction sequencing/scheduling is determined but will be phased.

**Subtask 4.2.2 Construct Intertie Improvements**
Construction activities will include installation and construction of piping, fittings and a control valve, instrumentation and controls and SCADA integration/programming.
Subtask 4.2.3 Performance Testing and Demobilization
Work includes startup, disinfection, pressure testing, and commissioning of the pipeline for treated water service. Also, this task includes removal of all Contractor materials from the site, restoration of the staging area and final inspection of the site.

Deliverables:
☐ Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
Not Applicable: Notice of Exemption will be filed.

Deliverable:
☐ Notice of Exemption

Task 4.4 Construction Administration
This task includes construction administration services including onsite inspection, construction management and office engineering. Office engineering work includes processing of submittals, requests for information, change orders, and other construction related documentation.

Deliverables:
☐ Notice of Completion
☐ Engineer’s Certification
☐ Record Drawings
Project 18: Barton Road Intertie

IMPLEMENTING AGENCY: San Juan Water District (SJWD)

PROJECT DESCRIPTION: The project includes installation of approximately 2,700 feet of a 12-inch pipeline, pressure control valve station, pump station, flow meter facility and related work. This project will expand the connection between the SJWD and Placer County Water Agency (PCWA) distribution systems, allowing PCWA to supply the SJWD with about 2 million gallons of water per day (MGD) by gravity and SJWD to supply PCWA with 2 MGD through the new pump station, when supply is needed and available. The intertie is capable of transferring up to about 2,000 acre-feet per year.

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Project Management
Manage the grant agreement by implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with RWA, contractors, consultants, and with the various agencies regarding issues specific to the DWR funding agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:
- Agency Finance Audits and Budget
- Other applicable project deliverables specified in funding agreement

Task 1.2 Labor Compliance
SJWD will utilize an existing Labor Compliance Plan 2012.01137 approved by the Department of Industrial Relations.

Deliverable:
- Proof of Labor Compliance upon request

Task 1.3 Progress Reporting, Invoicing, and Final Completion Report
Prepare and submit progress reports, invoices, and appropriate backup documentation to the Department of Water Resources (DWR) Grant Manager through RWA. Submittals will include appropriate project deliverables. A project completion report will be submitted to DWR as outlined in Exhibit G of this agreement.

Deliverables:
- progress reports
- invoices including backup documentation
- Draft and final project completion report

Task 2 Land Purchase/Easement: Budget Category (b)
A new pressure control station will be located on an approximately 2,000 square foot parcel on the southeast corner of Barton and Indian Springs Road in a new easement area. The new easement has been negotiated and signed by all approving parties.

Deliverable:
- Proof of acquired easements
Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)

Task 3.1 Assessment and Evaluation
Assessment includes hydraulic modeling to determine feasibility of transporting water through distribution systems, conducting geophysical investigations and surveying of proposed intertie locations.

Deliverables:
- Technical reports

Task 3.2 Final Design
This task includes the preparation of final bid plans and specifications.

Deliverables:
- 100% Final project plans and specifications

Task 3.3 Environmental Documentation
SJWD has prepared and filed the CEQA Notice for Exemption with the Placer County Clerk on July 3, 2014 for the project as the local agency.

Deliverable:
- Environmental Information Form (EIF)
- Recorded Notice of Exemption
- Legal Challenges Letter

Task 3.4 Permitting
The permits anticipated to be necessary for this project include:

- Encroachment Permit from Placer County
- Regional Water Quality Control Board (SWQCB) Discharge Permit

Deliverable:
- Copies of all approved permits

Task 3.5 Project Monitoring Plan
Prepare a Project Monitoring Plan (PMP) prior to disbursement of grant funds for construction activities for this Project. Along with PSP Exhibit A, Project Performance Monitoring Table, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:
- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4.1 Construction Contracting
This task includes bidding and construction contracting.

Deliverables:
- Summary of bid process
- Notice to Proceed
Task 4.2 Construction

Subtask 4.2.1 Mobilization and Site Preparation
The contractor will prepare a staging area for equipment and materials. It is anticipated that this will consist of a gravel area with temporary fencing. Contractor will likely mobilize materials to the site and begin clear and grubbing operations near the pump station location at the southeast corner of Barton and Indian Springs Road.

Subtask 4.2.2 Project Construction
Project construction will include:
Installation of a new 12” ductile iron pipeline approximately 2,700 feet long beneath Barton Road between Cavitt Stallman and Indian Springs Road.
Installation of a bore and receiving pit to install a section of pipeline on either side of an existing culvert near the midpoint of the pipeline.
Installation of a control station and pump station near the intersection of Barton Road and Indian Springs Road. The new station will be equipped with a pressure control/sustaining valve to prevent overdraft of the PCWA system and over pressurization of the SJWD system.
Installation of a new meter and meter vault to account for water transferred between the agencies.
Electrical equipment for the pump station operation will also be installed on the control/pump station site. A new PG&E power service will be brought to the site including a new power meter.

Subtask 4.2.3 Performance Testing and Demobilization
Work includes startup, disinfection, pressure testing, and commissioning of the pipeline for treated water service. Also, this task includes removal of all Contractor materials from the site, restoration of the staging area and final inspection of the site.

Deliverables:
- Pre, mid, and post construction photos

Task 4.3 Environmental Compliance/Mitigation/Enhancement
Project is Statutory Exempted from CEQA; therefore, there are no environmental monitoring reports required for the project.

Task 4.4 Construction Administration
Management of the design and planning efforts have been completed by SJWD staff with outside assistance for final design plans and specifications services. Construction Management and Inspection will also be completed by SJWD staff. It is anticipated that specialty inspection (i.e. geotechnical, AC paving, etc.) will require outside services. All project management services will be completed by SJWD staff. Project administration will be on-going throughout the project duration.

Deliverables:
- Notice of Completion
- Engineer’s Certification
- Record Drawings
## Summary Budget

<table>
<thead>
<tr>
<th>Individual Project Title</th>
<th>Implementing Agency</th>
<th>Grant Share</th>
<th>Non-State Fund Source (Funding Match)</th>
<th>Additional Cost Share</th>
<th>Total Cost</th>
<th>% Required Funding Match</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$311,604</td>
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**Project 1: Regional Grant Management**

**Implementing Agency: Regional Water Authority**

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<tr>
<th>Category</th>
<th>Grant Share</th>
<th>Non-State Fund Source* (Funding Match)</th>
<th>Additional Cost Share</th>
<th>Total Project Cost</th>
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<tr>
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<tr>
<td>(d) Construction/Implementation</td>
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<td>$</td>
<td>$</td>
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<td>(e) Grand Total (Sum rows (a) through (d) for each column)</td>
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<td>$</td>
<td>$220,000</td>
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* Source of Funding: RWA funds collected annually from each member agency
### Project 2: Lower American River Pipeline
Implementing Agency: Carmichael Water District

<table>
<thead>
<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
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*Source of Funding: Source of funding includes Aerojet/Rocketdyne Corporation via a funding agreement with CWD and Golden State Water Company.

### Project 3: Hazel/50 Interstate Improvements
Implementing Agency: City of Folsom

<table>
<thead>
<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
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*Source of Funding: City of Folsom funds
### Project 4: Well #2 Reactivation
Implementing Agency: City of Lincoln

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<tr>
<th>Category</th>
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<th>(c)</th>
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<tr>
<td><strong>Grand Total</strong> (Sum rows (a) through (d) for each column)</td>
<td>$214,750</td>
<td>$77,901</td>
<td>$18,953</td>
<td>$311,604</td>
</tr>
</tbody>
</table>

*Source of Funding:* City of Lincoln expects to pay for the project out of Lincoln’s Water Capital Replacement Fund and Lincoln’s Water Non-Operations Fund as account and project constraints allow. It is Lincoln’s desire to receive financial assistance to replenish the Water Capital Replacement Fund and Lincoln’s Water Non-Operations Fund so Lincoln can continue to operate long-term infrastructure and repair projects not crucial to the current Drought Situation.

### Project 5: Nelson Well Improvements
Implementing Agency: City of Lincoln

<table>
<thead>
<tr>
<th>Category</th>
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<th>(c)</th>
<th>(d)</th>
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</thead>
<tbody>
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<td>Documentation</td>
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<tr>
<td>Construction/Implementation</td>
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*Source of Funding:* City of Lincoln expects to pay for the project out of Lincoln’s Water Capital Replacement Fund and Lincoln’s Water Non-Operations Fund as account and project constraints allow. It is Lincoln’s desire to receive financial assistance to replenish the Water Capital Replacement Fund and Lincoln’s Water Non-Operations Fund so Lincoln can continue to operate long-term infrastructure and repair projects not crucial to the current Drought Situation.
### Project 6: PFE & Zone 4 Transfer Pump Stations
#### Implementing Agency: City of Roseville

<table>
<thead>
<tr>
<th>Category</th>
<th>Grant Share</th>
<th>Non-State Fund Source* (Funding Match)</th>
<th>Additional Cost Share</th>
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*Source of Funding:* Project funding is from Roseville’s capital improvements project (CIP) fund. As the proposed project was envisioned in the Roseville’s long term water supply reliability for drought and emergencies, the use of funding is appropriated.

### Project 7: Phase 2B Well Rehabilitations
#### Implementing Agency: City of Sacramento

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*Source of Funding:* Funding needs not met will be paid by the utility rate payers of the City of Sacramento.
### Project 8: Sacramento River Pump Station Modifications
Implementing Agency: City of Sacramento

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<tr>
<th>Category</th>
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<th>(c)</th>
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<tbody>
<tr>
<td>Direct Project Administration Costs</td>
<td>$ -</td>
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<tr>
<td>Land Purchase/Easement</td>
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<tr>
<td>Planning/Design/Engineering/Environmental Documentation</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
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<tr>
<td>Construction/Implementation</td>
<td>$ 116,000</td>
<td>$ 35,000</td>
<td>$ 9,000</td>
<td>$ 160,000</td>
</tr>
<tr>
<td>Grand Total (Sum rows (a) through (d) for each column)</td>
<td>$ 131,000</td>
<td>$ 50,000</td>
<td>$ 21,500</td>
<td>$ 202,500</td>
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</table>

*Source of Funding:* Funding needs not met will be paid by the utility rate payers of the City of Sacramento.

### Project 9: Lower American River Pump Station Modifications
Implementing Agency: City of Sacramento

<table>
<thead>
<tr>
<th>Category</th>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>(d)</th>
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<tbody>
<tr>
<td>Direct Project Administration Costs</td>
<td>$ -</td>
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<tr>
<td>Land Purchase/Easement</td>
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<td>Planning/Design/Engineering/Environmental Documentation</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
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<td>$ 40,000</td>
</tr>
<tr>
<td>Construction/Implementation</td>
<td>$ 116,000</td>
<td>$ 35,000</td>
<td>$ 9,000</td>
<td>$ 160,000</td>
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<tr>
<td>Grand Total (Sum rows (a) through (d) for each column)</td>
<td>$ 131,000</td>
<td>$ 50,000</td>
<td>$ 21,500</td>
<td>$ 202,500</td>
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</table>

*Source of Funding:* Funding needs not met will be paid by the utility rate payers of the City of Sacramento.
### Project 10: Main Ditch Piping
Implementing Agency: El Dorado Irrigation District

<table>
<thead>
<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
<th>(d) Total Project Cost</th>
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<tr>
<td>(a) Direct Project Administration Costs</td>
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<td>(b) Land Purchase/Easement</td>
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<td>(c) Planning/Design/Engineering/ Environmental Documentation</td>
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<td>$50,000</td>
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<td>(d) Construction/Implementation</td>
<td>$607,500</td>
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<td>$4,819,265</td>
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<td>$1,875,000</td>
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<td>$5,993,667</td>
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*Source of Funding: $235,000 was provided in grant funding by the EL Dorado County Wate4r Agency ($110,000 for land purchase/easement, $85,000 for planning/design/engineering, and $40,000 for enviro. documentation). Remaining funding will be provided by the EID Capital Improvement Program.

### Project 11: Madison Well Construction
Implementing Agency: Fair Oaks Water District

<table>
<thead>
<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
<th>(d) Total Project Cost</th>
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<tr>
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<td>$585,000</td>
<td>$633,875</td>
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*Source of Funding: FOWD budget
### Project 12: American River Pump Station Improvements
Implementing Agency: Placer County Water Agency

<table>
<thead>
<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
<th>(d) Total Project Cost</th>
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<td>(b) Land Purchase/Easement</td>
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<td>(c) Planning/Design/Engineering/Environmental Documentation</td>
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<td>(d) Construction/Implementation</td>
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*Source of Funding: Funding for the American River Supply System Improvements would be provided by the Western Water System Revenues.

### Project 13: Agricultural Drought Response Incentives Program
Implementing Agency: Placer County Water Agency

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<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
<th>(d) Total Project Cost</th>
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<tbody>
<tr>
<td>(a) Direct Project Administration Costs</td>
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<td>$</td>
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<tr>
<td>(b) Land Purchase/Easement</td>
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<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(d) Construction/Implementation</td>
<td>$ 300,000</td>
<td>$ 100,000</td>
<td>$</td>
<td>$ 400,000</td>
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<td>$</td>
<td>$ 400,000</td>
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*Source of Funding: PCWA water use efficiency program budget for non-commercial agricultural and rural residential customer incentives will provide the non-state fund source.
### Project 14: Regional Water Efficiency Drought Measures
Implementing Agency: Regional Water Authority

<table>
<thead>
<tr>
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<tr>
<td>(c) Planning/Design/Engineering/ Environmental Documentation</td>
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<td>(d) Construction/Implementation</td>
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</table>

*Source of Funding:* Match funding will be provided by RWA’s Regional Water Efficiency Program and member agency conservation and public outreach budgets.

### Project 15: Striker Well Upgrades
Implementing Agency: Sacramento County Water Agency

<table>
<thead>
<tr>
<th>Category</th>
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<th>(c)</th>
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<td>$118,750</td>
<td>$45,000</td>
<td>$655,000</td>
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*Source of Funding:* SCWA Capital Improvement Budget funds.
### Project 16: Antelope Booster Pump Station Phase 2
Implementing Agency: Sacramento Suburban Water District

<table>
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<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
<th>(d) Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Direct Project Administration Costs</td>
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<td>$ 15,000</td>
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<td>(c) Planning/Design/Engineering/Environmental Documentation</td>
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<td>$-</td>
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<td>(d) Construction/Implementation</td>
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<td>$ 1,432,750</td>
<td>$ 1,556,000</td>
<td>$ 3,700,000</td>
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<td>(e) Grand Total (Sum rows (a) through (d) for each column)</td>
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<td>$ 1,432,750</td>
<td>$ 1,736,000</td>
<td>$ 3,880,000</td>
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</table>

*Source of Funding: Local project funding is from SSWD and SJWD Reserves. SSWD has also received a DWR Proposition 84 Implementation Grant, awarded in June 2011, for a previous phase of the project in the amount of $264,000. Per the grant agreement, the grant funds must be expended by June 30, 2016.

### Project 17: Enterprise Intertie Improvements
Implementing Agency: Sacramento Suburban Water District

<table>
<thead>
<tr>
<th>Category</th>
<th>(a) Grant Share</th>
<th>(b) Non-State Fund Source* (Funding Match)</th>
<th>(c) Additional Cost Share</th>
<th>(d) Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Direct Project Administration Costs</td>
<td>$ -</td>
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<td>$ 5,000</td>
<td>$ 5,000</td>
</tr>
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<td>(b) Land Purchase/Easement</td>
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<td>$-</td>
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<td>(d) Construction/Implementation</td>
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<td>$ 7,250</td>
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<td>$ 40,000</td>
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<td>$ 178,700</td>
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</table>

*Source of Funding: SSWD reserves will be used to fund the non-state fund share.
### Project 18: Barton Road Intertie

**Implementing Agency: San Juan Water District**

<table>
<thead>
<tr>
<th>Category</th>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>(d)</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Land Purchase/Easement</td>
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<tr>
<td>Planning/Design/Engineering/ Environmental Documentation</td>
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<td>$ -</td>
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<tr>
<td>Construction/Implementation</td>
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<td>$ 375,000</td>
<td>$ 244,467</td>
<td>$ 1,325,092</td>
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<td>$ 705,625</td>
<td>$ 375,000</td>
<td>$ 324,980</td>
<td>$ 1,405,605</td>
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</table>

*Source of Funding*: Project funding is from SJWD Reserve and a cost share with PCWA. Cost Share is currently under negotiation. Due to the drought and risk of not meeting water supply needs, this is an unanticipated and unplanned project for SJWD and PCWA that was not included in the past budget documents or master planning efforts.
## Exhibit C
### Schedule

<table>
<thead>
<tr>
<th>Schedule - Project 1: Regional Grant Management</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 Project Administration: Budget Category (a)</td>
<td>6/2014</td>
<td>6/2018</td>
<td>49</td>
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<tr>
<td>Task 1.1 Contract Administration</td>
<td>10/2014</td>
<td>6/2018</td>
<td>45</td>
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<td>Task 1.2 Invoicing Quarterly and Reporting and Project Completion Reports</td>
<td>1/2015</td>
<td>6/2018</td>
<td>42</td>
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<tr>
<td>Task 1.3 Grant Application Preparation</td>
<td>6/2014</td>
<td>12/2014</td>
<td>7</td>
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<tr>
<td>Task 1 Project Administration: Budget Category (a)</td>
<td>Start Date</td>
<td>End Date</td>
<td>Duration (months)</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>------------------</td>
</tr>
<tr>
<td>Task 1.1 Project Management</td>
<td>3/2015</td>
<td>2/2016</td>
<td>11</td>
</tr>
<tr>
<td>Task 1.2 Labor Compliance</td>
<td>3/2015</td>
<td>12/2015</td>
<td>10</td>
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<tr>
<td>Task 1.3 Quarterly Reporting and Invoicing, Final Report</td>
<td>3/2015</td>
<td>2/2016</td>
<td>11</td>
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</table>

<table>
<thead>
<tr>
<th>Task 2 Land Purchase/Easement: Budget Category (b)</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (months)</th>
</tr>
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<tbody>
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<td>Task 2.1 Land Purchase/Easement</td>
<td>12/2013</td>
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<table>
<thead>
<tr>
<th>Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 3.1 Assessment and Evaluation</td>
<td>9/2012</td>
<td>12/2012</td>
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<tr>
<td>Task 3.2 Final Design</td>
<td>1/2014</td>
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<tr>
<td>Task 3.3 Environmental Documentation</td>
<td>7/2014</td>
<td>11/2014</td>
<td>5</td>
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<tr>
<td>Task 3.4 Permitting</td>
<td>7/2014</td>
<td>3/2015</td>
<td>9</td>
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<tr>
<td>Task 3.5 Project Monitoring Plan</td>
<td>11/2014</td>
<td>12/2014</td>
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<table>
<thead>
<tr>
<th>Task 4 Construction/Implementation: Budget Category (d)</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (months)</th>
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<tbody>
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<td>Task 4.2 Construction</td>
<td>3/2015</td>
<td>10/2015</td>
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<td>Task 4.3 Environmental Compliance/Mitigation/Enhancement</td>
<td>2/2015</td>
<td>2/2016</td>
<td>12</td>
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<tr>
<td>Task 4.4 Construction Administration</td>
<td>2/2015</td>
<td>2/2016</td>
<td>12</td>
</tr>
<tr>
<td>Schedule - Project 3: Hazel/50 Intertie Improvements (Folsom)</td>
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<td>End Date</td>
<td>Duration (months)</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>------------------</td>
</tr>
<tr>
<td>Task 1 Project Administration: Budget Category (a)</td>
<td>6/2014</td>
<td>9/2015</td>
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<tr>
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<td>Task 1.2 Labor Compliance</td>
<td>5/2015</td>
<td>8/2015</td>
<td>4</td>
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<tr>
<td>Task 1.3 Quarterly Reporting and Invoicing, Final Report</td>
<td>4/2015</td>
<td>9/2015</td>
<td>6</td>
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<td>Task 3 Planning/Engineering/Environmental Documentation: Budget Category (c)</td>
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<td>Task 3.2 Final Design</td>
<td>1/2015</td>
<td>4/2015</td>
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<td>Task 3.3 Environmental Documentation</td>
<td>1/2015</td>
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<tr>
<td>Task 3.4 Permitting</td>
<td>1/2015</td>
<td>5/2015</td>
<td>5</td>
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<tr>
<td>Task 3.5 Project Monitoring Plan</td>
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<td>12/2015</td>
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<td>Task 4 Construction/Implementation: Budget Category (d)</td>
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<td>Task 4.1 Construction Contracting</td>
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<td>5/2015</td>
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</tr>
<tr>
<td>Task 4.2 Construction</td>
<td>5/2015</td>
<td>8/2015</td>
<td>4</td>
</tr>
<tr>
<td>Task 4.3 Environmental Compliance/Mitigation/Enhancement</td>
<td>5/2015</td>
<td>8/2015</td>
<td>4</td>
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<tr>
<td>Task 4.4 Construction Administration</td>
<td>5/2015</td>
<td>8/2015</td>
<td>4</td>
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<tr>
<td>Schedule - Project 4: Well #2 Reactivation (Lincoln)</td>
<td>Start Date</td>
<td>End Date</td>
<td>Duration (months)</td>
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<td>Task 3.5 Project Monitoring Plan</td>
<td>12/2014</td>
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<td><strong>Task 4  Construction/Implementation: Budget Category (d)</strong></td>
<td>11/2014</td>
<td>6/2015</td>
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<td>Task 4.1 Construction Contracting</td>
<td>11/2014</td>
<td>6/2015</td>
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<td>Task 4.2 Construction</td>
<td>1/2015</td>
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<td>Task 4.3 Environmental Compliance/Mitigation/Enhancement</td>
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<td>Task 4.4 Construction Administration</td>
<td>1/2015</td>
<td>6/2015</td>
<td>6</td>
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</tbody>
</table>
EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
   a) Separate Accounting of Funding Disbursements and Interest Records: Grantee shall account for the
      money disbursed pursuant to this Grant Agreement separately from all other Grantee funds.
      Grantee shall maintain audit and accounting procedures that are in accordance with generally
      accepted accounting principles and practices, consistently applied. Grantee shall keep complete
      and accurate records of all receipts, disbursements, and interest earned on expenditures of such
      funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other
      documents pertinent to their work in accordance with generally accepted accounting principles
      and practices. Records are subject to inspection by State at any and all reasonable times.
   b) Fiscal Management Systems and Accounting Standards: The Grantee agrees that, at a minimum, its
      fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level
      of expenditure adequate to establish that such funds have not been used in violation of state law or
      this Grant Agreement.
   c) Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be
      deposited, administered, and accounted for pursuant to the provisions of applicable law.
   d) Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were
      disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs
      within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds
      or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the
      State and to all cost-sharing partners for their support when promoting the Projects or using any data
      and/or information developed under this Grant Agreement. During construction of each project,
      Grantee shall install a sign at a prominent location, which shall include a statement that the project is
      financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal
      Protection Bond Act of 2006, administered by State of California, Department of Water Resources.
      Grantee shall notify State that the sign has been erected by providing them with a site map with the
      sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any
      order or resolution not subject to review promulgated by the State Air Resources Board or an air
      pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to
      Section 13301 of the Water Code for violation of waste discharge requirements or discharge
      prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water
      pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties,
      except insofar as any proposed amendments are in any way contrary to applicable law. Requests by
      the Grantee for amendments must be in writing stating the amendment request and the reason for the
      request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it
      complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which
      prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines
      issued pursuant to the ADA.

D.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee
      may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant
      Agreement and the completion of Projects, with the costs of such audit borne by State. After
completion of the Projects, State may require Grantee to conduct a final audit to State’s specifications, at Grantee’s expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

D.8) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.9) **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.

D.10) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

- Environmental Information: [http://ceres.ca.gov/ceqa/](http://ceres.ca.gov/ceqa/)

D.11) **CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.12) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State’s Project Manager, within thirty (30) days of the Grantee’s knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.13) **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee’s...
contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

D.14) COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.15) CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.18) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited
and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
   i) The dangers of drug abuse in the workplace,
   ii) Grantee’s policy of maintaining a drug-free workplace,
   iii) Any available counseling, rehabilitation, and employee assistance programs, and
   iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
   i) Will receive a copy of Grantee’s drug-free policy statement, and
   ii) Will agree to abide by terms of Grantee’s condition of employment, contract or subcontract.

D.19) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

D.20) **GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.21) **GRANTEE NAME CHANGE:** Approval of the State’s Program Manager is required to change the Grantee’s name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.22) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.23) **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.

D.24) **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.25) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
D.26) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.27) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee’s knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.28) **LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

D.29) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State’s Project Manager in writing.

D.30) **NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.31) **NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over $100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
D.32) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.33) **PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, “Work Plan” and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

D.34) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

D.35) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee’s service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.36) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.37) **RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, “Submissions of Reports” as follows: At such time as the “Project Completion Report” required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the “Grant Completion Report” is submitted to and approved by State.

D.38) **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov’t Code § 6250 et seq. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.39) **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.40) **STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.

D.41) **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
   a) Grantee, its contractors, or subcontractors have made a false certification, or
b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.42) **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.43) **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.44) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.

D.45) **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.46) **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.47) **TIMELINESS:** Time is of the essence in this Grant Agreement.

D.48) **TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

D.49) **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

D.50) **WORKERS’ COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.
EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2014-03
A RESOLUTION OF THE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AUTHORIZING SUBMITTAL OF A 2014 INTEGRATED REGIONAL WATER MANAGEMENT DROUGHT GRANT APPLICATION AND ENTERING INTO A GRANT AGREEMENT

WHEREAS, the Regional Water Authority ("Authority") was formed to serve and represent regional water supply interests and to assist in protecting and enhancing the reliability, availability, affordability and quality of water resources; and

WHEREAS, the Authority adopted an Integrated Regional Water Management Plan ("IRWMP") in July, 2013 to ensure maintaining water supplies for all uses in a sustainable environment; and

WHEREAS, the Authority is a public agency that serves as the Regional Water Management Group representing numerous stakeholders and interests throughout the region; and

WHEREAS the Authority recognized the need to respond to extreme drought conditions in its January 9, 2014 Resolution urging reductions in water use by 20% or more; and

WHEREAS the Authority has worked closely with regional water agencies to identify immediate actions be taken to provide basic levels of service to those areas most impacted by the lack of water in Folsom Reservoir and its upper watershed snowpack.

NOW, THEREFORE, be it resolved by the Board of Directors of the Authority as follows:

1. The Executive Director of RWA is hereby authorized and directed to prepare the necessary data, make investigations, execute and file an application with the California Department of Water Resources to obtain a 2014 Integrated Regional Water Management Drought Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resources Code Section 75001 et seq.).

2. The Executive Director of RWA is hereby authorized to enter into an agreement with the California Department of Water Resources to accept the grant.

PASSED AND ADOPTED at a meeting of the Authority held on July 10, 2014.

By: [Signature]
Chair, Regional Water Authority

Attest: [Signature]
Clerk, Regional Water Authority
EXHIBIT F
LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

<table>
<thead>
<tr>
<th>Sponsored Project</th>
<th>Sponsor Agency</th>
<th>Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project 1 - Regional Grant Management</td>
<td>Regional Water Authority</td>
<td>5620 Birdcage St, Ste 180 Citrus Heights, CA 95610</td>
</tr>
<tr>
<td>Project 2 - Lower American River Pipeline</td>
<td>Carmichael Water District</td>
<td>7837 Fair Oaks Blvd Carmichael, CA 95608</td>
</tr>
<tr>
<td>Project 3 - Hazel/50 Intertie Improvements</td>
<td>City of Folsom</td>
<td>50 Natoma St Folsom, CA 95630</td>
</tr>
<tr>
<td>Project 4 - Well #2 Reactivation</td>
<td>City of Lincoln</td>
<td>600 Sixth Street Lincoln, CA 95648</td>
</tr>
<tr>
<td>Project 5 - Nelson Well Improvements</td>
<td>City of Lincoln</td>
<td>600 Sixth Street Lincoln, CA 95648</td>
</tr>
<tr>
<td>Project 6 - PFE &amp; Zone 4 Transfer Pump Stations</td>
<td>City of Roseville</td>
<td>2005 Hilltop Circle Roseville, CA 95747</td>
</tr>
<tr>
<td>Project 7 - Phase 2B Well Rehabilitations</td>
<td>City of Sacramento</td>
<td>1395 35th Avenue Sacramento, CA 95822</td>
</tr>
<tr>
<td>Project 8 - Sacramento River Pump Station Improvements</td>
<td>City of Sacramento</td>
<td>1395 35th Avenue Sacramento, CA 95822</td>
</tr>
<tr>
<td>Project 9 - Lower American River Pump Station Improvements</td>
<td>City of Sacramento</td>
<td>1395 35th Avenue Sacramento, CA 95822</td>
</tr>
<tr>
<td>Project 10 - Main Ditch Piping</td>
<td>El Dorado Irrigation District</td>
<td>2890 Mosquito Rd. Placerville, CA 95667</td>
</tr>
<tr>
<td>Project 11 - Madison Well Construction</td>
<td>Fair Oaks Water District</td>
<td>PO Box 640 Fair Oaks, CA 95628-0640</td>
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<tr>
<td>Project 12 - American River Pump Station Improvements</td>
<td>Placer County Water Agency</td>
<td>144 Ferguson Rd Auburn, CA 95603</td>
</tr>
<tr>
<td>Project 13 - Agricultural and Rural Residential Drought Response Incentives Program</td>
<td>Placer County Water Agency</td>
<td>144 Ferguson Rd Auburn, CA 95603</td>
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<tr>
<td>Project 14 - Regional Water Efficiency Drought Measures</td>
<td>Regional Water Authority</td>
<td>5620 Birdcage St, Ste 180 Citrus Heights, CA 95610</td>
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<tr>
<td>Project 15 - Striker Well Upgrades</td>
<td>Sacramento County Water Agency</td>
<td>827 7th Street, Room 301 Sacramento, CA 95814</td>
</tr>
<tr>
<td>Project 16 - Antelope Booster Pump Station Phase 2</td>
<td>Sacramento Suburban Water District</td>
<td>3701 Marconi Ave #100 Sacramento, CA 95821</td>
</tr>
<tr>
<td>Project 17 - Enterprise Intertie Improvements</td>
<td>Sacramento Suburban Water District</td>
<td>3701 Marconi Ave #100 Sacramento, CA 95821</td>
</tr>
<tr>
<td>Project 18 - Barton Road Intertie</td>
<td>San Juan Water District</td>
<td>9935 Auburn Folsom Rd Granite Bay, CA 95746</td>
</tr>
</tbody>
</table>
EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A Work Plan:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary
Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products
The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds
A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
• A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
• A summary of final funds disbursement including:
  o Labor cost of personnel of agency / major consultant / sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  o Project cost information, shown by material, equipment, labor costs, and any change orders
  o Any other incurred cost detail
  o A statement verifying separate accounting of funding disbursements
• Summary of project cost including the following items:
  o Accounting of the cost of project expenditure;
  o Include all internal and external costs not previously disclosed; and
  o A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information
• Benefits derived from the project, with quantification of such benefits provided, if applicable.
• A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
• Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
• Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT
The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary
The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Reports and/or products
• Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
• Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
• Brief description of the projects completed and how they will further the goals identified in the Agency’s final approved IRWM Plan.
• Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
• Identify remaining work and mechanism for their implementation.
• Identify any changes to the IRWM Plan as result of project implementation.
• If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
• If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

Cost & Disposition of Funds Information
• A summary of final funds disbursement for each project.

Additional Information
• A final schedule showing individual project’s actual progress duration verse planned progress.
• Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.

• Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

**POST-PERFORMANCE REPORT**

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

**Reports and/or products**

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project
EXHIBIT H

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project’s Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board’s Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantees is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at http://www.water.ca.gov/groundwater/casgem/.
EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee’s funding match which will be required for audit purposes.

Internal Controls:
1. Organization chart (e.g., Agency’s overall organization chart and organization chart for this Grant Agreement’s funded project.
2. Written internal procedures and flow charts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) State funding expenditure tracking
   e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee’s internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:
1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:
1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:
1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:
1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:
1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement.
Administration Costs:
1. Supporting documents showing the calculation of administration costs.

Personnel:
1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee’s

Project Files:
1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A “Work Plan” (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
   a. Detailed description of the contributed item(s) or service(s)
   b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A “Work Plan”)
   c. Name of contributing organization and date of contribution
   d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
   e. For contributed labor, the person’s name, the work performed, the number of hours contributed, and the pay rate applied
   f. If multiple sources exist, these should be summarized on a table with summed charges
   g. Source of contribution and whether it was provided by, obtained with, or supported by government funds

2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee’s organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.

3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.

4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee’s accounting systems.
EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction
Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components
The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?
Upper Main Ditch Improvements
Project No. 11032

Consideration of Project Agreement with
Regional Water Authority for the Prop 84
Grant

January 11, 2016
PREVIOUS BOARD ACTIONS

- January 13, 2014 – Board authorized submittal of USBR WaterSMART grant proposal for Main Ditch Improvements
- February 24, 2014 – Board approved $62,670 for a Basis of Design Report
- June 9, 2014 – Board authorized $174,000 for topographical survey and research of history/extent of right of way
PREVIOUS BOARD ACTIONS

- October 14, 2014 – Board adopted 2015 – 2019 CIP, including this project

- October 14, 2014 - Board received GM Report regarding DWR award of $1M in Prop 84 drought funding through RWA

- December 8, 2014 – Board authorized submittal of USBR WaterSMART grant proposal for Main Ditch Improvements
PREVIOUS BOARD ACTIONS

- May 11, 2015 – Board approved a $176,363 contract for title research and easement acquisition and authorized funding of $201,363

- June 22, 2015 – Board approved a $160,291 contract for final design and authorized funding of $259,543
October 13, 2015 - Board adopted the 2016 – 2020 CIP including this project

November 9, 2015 - Board authorized funding of $50,000 for 30% design cost estimate peer review, permeability modeling and staff time
BOARD POLICY

BP 3060, Contracts and Procurement

• AR 3061.04, contracts greater than $50,000 must be approved by the Board
• AR 3061.05, procurement of services from a single source

BP 5000, Water Supply Management

• The Board is committed to provide a water supply based on the principles of reliability, high quality, and affordability in a cost-effective manner with accountability to the public
BOARD POLICY

BP 5030, Water Conservation

• It is Board policy to take reasonable and prudent measures to conserve all water and to adopt and implement water-use efficiency programs that will benefit its customers.
SUMMARY OF ISSUE

- RWA awarded Prop 84 funding for a suite of American River Basin drought projects
- Upper Main Ditch Piping Project funding of $1,021,250 included in grant award
- Access to funds requires Project Agreement with RWA
RWA PROJECT AGREEMENT

- Anticipates grant funding of $9,765,000
  - 17 projects
  - 15 RWA member agencies including EID

- RWA will provide overall grant management and administration
  - Directed by Project Committee
  - Consisting of 12 participating agencies
RWA PROJECT AGREEMENT

- Management Fee of $150,000 shared equally by anticipated 12 agencies
  - EID share will not exceed $12,500
  - $9,300 due upon Agreement execution
RWA PROJECT AGREEMENT

- Project funding of $6,000,000 for the Main Ditch is identified in 2016-2020 CIP

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RWA grant management fee</td>
<td>$12,500</td>
</tr>
<tr>
<td>Capitalized labor</td>
<td>$60,000</td>
</tr>
<tr>
<td>Total</td>
<td>$72,500</td>
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</table>
PROJECT UPDATE

- Upper Main Ditch is 3 miles long and conveys a maximum of 15,080 acre-feet
- Significant portion of water lost to seepage and evapotranspiration
- Flow measurement has shown ditch losses up to 1,300 acre-feet annually
  - Recent permeability modeling confirms losses
OBJECTIVES AND BENEFITS

- Protects water rights from unreasonable use claims
- Improves supply reliability in dry years
- Contributes to 20x2020 conservation compliance
- Improves water quality
- Delays/reduces WTP capital cost
OBJECTIVES AND BENEFITS

- Reduces O&M cost for solids handling
- Interim - increase in hydro generation revenue of $200,000 in normal years
- Long term – reduced Folsom pumping cost of $230,000 when full 15,080 AF needed to meet demand
## OPINION OF PROBABLE COST

<table>
<thead>
<tr>
<th>Alternative</th>
<th>July 2014 (10% design)</th>
<th>Nov 2015 (30% design)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Ditch Alignment</td>
<td>$4,052,000</td>
<td>$6,440,000</td>
</tr>
<tr>
<td>Blair Rd./Existing Ditch Alignment</td>
<td>$5,040,000</td>
<td>$6,990,000</td>
</tr>
</tbody>
</table>

Cost increase due to:

1) Storm water handling and increased pipe size
2) Forebay dewatering during construction
3) Significant increase in construction labor cost
PEER REVIEW

- November 2015 - Board approved funding for peer review of construction cost estimates
- Kennedy Jenks peer review confirmed accuracy of cost estimates within 10%
PEER REVIEW

- Kennedy Jenks observations/recommendations:
  - Unit cost assumptions
  - Pipe type and size
  - Construction season considerations

- Suggestions will be considered and incorporated as appropriate
# Net Present Value Comparison

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Construction Cost</th>
<th>Other Costs</th>
<th>Avoided Cost</th>
<th>O&amp;M 3%, 20 yr</th>
<th>Net Present Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Ditch Alignment Pipeline</td>
<td>$6,440,000</td>
<td>$1,520,000</td>
<td></td>
<td>$180,000</td>
<td>$8,140,000</td>
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<tr>
<td>Blair Rd./Existing Ditch Alignment</td>
<td>$6,990,000</td>
<td>$1,600,000</td>
<td>($265,000)</td>
<td>$180,000</td>
<td>$8,505,000</td>
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</tbody>
</table>

**Other Costs**  
- Engineering  
- Environmental  
- Easement acquisition  
- Construction administration

**Avoided cost**  
- Reduced easement acquisition  
- Reduced outage pumping
## Grant and Conservation Charge Summary

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Purpose</th>
<th>Amount</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>El Dorado County Water Agency</td>
<td>Environmental surveys, Basis of Design Report, title research, land surveys</td>
<td>$232,000</td>
<td>Successful</td>
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<tr>
<td>DWR - Integrated Regional Water Management Program</td>
<td>Design and Construction</td>
<td>$1,021,250</td>
<td>Successful, awaiting agreement</td>
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<tr>
<td>Carson Creek conservation charges</td>
<td>Water Conservation Projects</td>
<td>$799,848</td>
<td>Executed Agreement</td>
</tr>
<tr>
<td>El Dorado County Water Agency (2015/16 Cost Share Program)</td>
<td>Environmental Impact Report and Final Design</td>
<td>$360,500</td>
<td>Successful, awaiting agreement</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$2,413,598</strong></td>
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## FISCAL IMPACT

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Construction</strong></td>
<td>$6,440,000</td>
</tr>
<tr>
<td><strong>Other Costs</strong></td>
<td>$1,520,000</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$7,960,000</td>
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<tr>
<td><strong>Grant/conservation charge offset</strong></td>
<td>($2,414,000)</td>
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<tr>
<td><strong>Total</strong></td>
<td>$5,546,000</td>
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<tr>
<td><strong>Estimated Water Saved</strong></td>
<td>1,300</td>
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Staff will continue to pursue alternative funding to help offset project costs.
PROJECT FUNDING

- Remaining project costs will be financed through future bond sale (Board Resolution No. 2014-021, adopted September 8, 2014)
- Upper Main Ditch Piping Project is funded with 100% water rates
WORK REMAINING

- Easement Acquisition
- Easement survey/legal description
- Public Outreach
- Final Design
- Environmental Impact Report
FUTURE BOARD ITEMS

1) March 2016 - Environmental Impact Report contract award
2) December 2016 - Environmental Impact Report certification and project approval
3) 2017 - Construction contract award
Option 1: Approve RWA Project Agreement in the not-to-exceed amount of $12,500 and authorize funding of $72,500 for the Upper Main Ditch Piping Project, Project No. 11032

Option 2: Take other action as directed by the Board

Option 3: Take no action
RECOMMENDATION

- Option 1
Questions