

5a



Directors

Elizabeth Miles, President
Ken Swenson, Vice President
Patrick Sweeney, Director
Steven Strickland, Director
Ken Swenson, Director

Staff

Dale Motiska, General Manager
Brenda Kane, Billing Manager
Rick Trites, Meter Reading/Backflow
Nancy Veerkamp, Clerk/Administrator
Solano Irrigation District, Operation
& Maintenance

BOARD OF DIRECTORS
MEETING MINUTES- SPECIAL MEETING
March 12, 2024 at 7:00 pm

The Rural North Vacaville Board of Directors met in Special Meeting session on this date.

Roll Call: Ken Swenson, Vice President; Patrick Sweeney, Director; Bob Whitehouse, Director; Steven Strickland, Director; Dale Motiska (GM); Nancy Veerkamp, Clerk/Admin; Brenda Kane, Billing Manager.

Absent: Elizabeth Miles, President

Public (speaking): Eileen Smith, Brenda Kane

1. Call Meeting to Order

2. Roll Call

3. Approval of the Agenda

The meeting was called to order by Vice President Ken Swenson at 7:00 pm.

Director Bob made a motion to approve the Agenda and the motion was seconded by Director Steve.

All present approved.

Public Comments (Non Agenda Items): Eileen: have any of the tabled items from last meeting been taken care of? GM: most are on today's agenda.

5. Consent Items: Public Comment: None

a) Consider for Approval the Meeting Minutes of Board of Directors Meeting February 13, 2023.

- b) Consider for Approval January Financials.

Director Bob made a motion to approve item a. Director Steve seconded the motion.

Approved by all present.

Director Steve made a motion to approve item b. Director Bob seconded the motion.

Approved by all present.

6. General Managers Verbal Informational Report- Public comment: None

a) Financial status of the District- There is \$110,000 in checking and we expect to receive another \$60,000 by the end of the month. We have not received the SID bill yet, it is expected to be under \$30,000. Reserves are at \$55,000. We must maintain \$50,000 in reserves per terms of the CoBank loan. The current rate structure only adds \$5,000 to the reserves each year.

b) SID Contract- final draft is with their lawyers.

c) Coastland Hydrology Modeling Report- final report has not been received as promised.

d) NBS Assessment – attached is a proposal from NBS. An assessment requires projects. There is further discussion with NBS tomorrow. The District may have to go with a rate increase instead of an assessment.

e) Status of refinance of the CoBank loan – GM is currently working with Umpqua Bank. They would like the district to move all their banking to Umpqua.

7. Continuing Business- Public Comment: None

a) Consider for discussion Revision of Rules and Regulations Section 18. **FOR SALE CONNECTIONS:** *The District has allocated 10 new water rights for a total of 543. These connections are available for Secondary Dwelling Units (SDU). Additional Dwelling Units (ADU) and other approved lot splits and development subject to District Engineer evaluations of the Hydrology Model capacity at each location. Water rights are For Sale in accordance with the District Fee Schedule. (Action Item).* Director Steve made a motion to approve the additional 10 water rights. Director Ken seconded the motion. Discussion: After discussion Director Patrick made a motion to table this motion awaiting the final Hydrology report. Director Steve seconded the motion. Director Bob reminded the Board that changes must be made to the Rules and Regulations regarding ADU's and SDU's, there must be an Engineering Report to justify the additional water rights. There is more to this process.

Vote: All present approved.

b) Consider for Approval the Water Management/Strategic Plan. (Action Item) Director Patrick made a motion to table this item until it is updated. Director Bob seconded the motion. Discussion.

Vote: All present Approved

8. New Business- Public Comments: None

a) Consider for approval any new business items may be considered separately at the request of any board member. (Action Item) No action taken.

b) Consider for approval financing the Perkins annexation APN#0105-200-180 included in Resolution 2021-50 for the purchase of one (1) reserved water right from the District for the original agreement price of \$40,000 (which was agreed to prior to the rate increase) with the following terms: 30% down payment financed for one (1) year at 3% interest. Motion was made by Director Bob to approve the sale. Director Steve seconded the motion.

Vote: All present approved.

c) Consider for approval financing all future District Water Rights as active connections only (no supplemental connections). The financing will be based on the current Fed interest rate (today at 5.25%-5.5%). Option A +2% interest for ten (10) year terms with a 30% down payment. Option B +1% for ten (10) years with a 20% down payment. Option C +2% for ten (10) years with a 10% down payment. These terms will be added to the current District Fee Schedule in the Rules and Regulations. (Action Item) Director Bob made a motion to select Options A-D. The motion was seconded by Director Steve. Discussion. After discussion Director Bob amended his motion to pick Options B & C.

Vote: All present approved.

d) Consider for approval financing the Rolling Hills (Amos Financial) purchase of one (1) water right from the District for \$50,000 with the following terms: 30% down payment finances for five (5) years at 7.26% interest (Action Item). Director Bob made a motion to approve this purchase. Director Steve seconded the motion. Discussion. None

Vote: All present approved.

e) Consider for approval the extension for three years of the contract with Trites Backflow Services, Inc. (Action Item) Director Bob made a motion to approve the extension. Director Steve seconded the motion. Discussion: Director Patrick asked Dale to prepare a new contract without all the Amendments.

Vote: All present approved.

f) Consider for approval appointing an ad hoc committee to prepare a budget for the new fiscal year. (Action Item). GM Dale will present a proposed budget and then the District can proceed with an ad hoc committee or not. Director Steve requested to table this item.

Vote: All present approved.

g) Consider appointing an ad hoc committee to research candidates for the appointment of a new Board member to replace President Elizabeth Miles and her unexpected resignation. (Action Item) Director Bob made a motion to accept President Elizabeth's resignation. Director Patrick seconded the motion. A notice will be posted on the website and two other places for candidates to send their resume to the GM per the District policy for vacancies. The deadline will be a week before the April meeting. The candidate will serve until the upcoming election in November.

Vote: All present approved the motion to accept President Elizabeth's resignation.

h) Consider for approval the election of a new President of the Board. (Action Item) Director Steve nominated Patrick. Director Bob seconded the motion.

Vote: All present approved.

i) Consider for approval adding six (6) Board Meeting to the annual schedule. The meetings will be every month on the second Tuesday of the month. (Action Item) Director Steve made a motion to add the meetings. Director Bob seconded the motion. Discussion.

Vote: All present approved.

Board Comments: Patrick: If the public has any ideas to help us with any issue please call a board member.

9. Adjourn

The meeting was adjourned at 8:04 pm..

The next Regular Meeting is scheduled for April 9, 2023, at 7:00 pm the Vacaville Fire Protection District, Fire Station #67, 4135 Cantelow Road, Vacaville, CA 95688.

Minutes submitted by Nancy Veerkamp, Clerk of the Board

Minutes approved by Patrick Sweeney, President

Signed

Date

RNVWD - Operating Fund

Balance Sheet

As of February 29, 2024

56

	<u>Feb 29, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
160.020 · Cash WFB Checking #3799	106,885
160.025 · Cash PayPal Account	159
160.029 · Cash in Treasury - Fund 164	<u>55,934</u>
Total Checking/Savings	162,978
Accounts Receivable	
11010 · Water Right Inst. Payments Due	<u>4,148</u>
Total Accounts Receivable	4,148
Other Current Assets	
160.110 · Water Svc Accounts Rec.	94,465
160.139 · Accrued Interest Receivable	<u>14,237</u>
Total Other Current Assets	108,702
Total Current Assets	275,828
Fixed Assets	
160.310 · Construction in Progress	1,912,248
160.315 · Infrastructure	13,001,460
160.340 · Equipment	406,104
160.370 · Allowance For Depreciation	<u>(9,063,401)</u>
Total Fixed Assets	6,256,411
Other Assets	
160.243 · LT Receivable - Forfang	38,000
164.242 · LT Receivable - Fade	36,586
164.241 · LT Receivable - Sondrol	36,586
164.240 · LT Receivable - Mojas	36,585
164.239 · LT Receivable - Martin	36,586
164.238 · LT Receivable - DelCampo	134,790
164.236 · LT Receivable - Anguiano	35,129
164.235 · LT Receivable - Hamilton	35,129
164.234 · LT Receivable - Sellers	35,129
164.230 · LT Receivable-Morgan	493,917
164.231 · LT Receivable - Demyan	33,772
164.233 · LT Receivable - Pitcavage	<u>29,358</u>
Total Other Assets	981,568
TOTAL ASSETS	<u>7,513,807</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
160.500 · Deposit Payables	<u>17,037</u>
Total Accounts Payable	17,037
Credit Cards	
160.601 · Wells Fargo Visa Card-New	<u>953</u>
Total Credit Cards	953
Other Current Liabilities	
160.510 · Accounts Payable	106,564
160.550 · Deposits Clearing Account	<u>6</u>
Total Other Current Liabilities	106,570
Total Current Liabilities	124,560
Long Term Liabilities	
164.600 · Loan Payable	<u>1,086,553</u>
Total Long Term Liabilities	1,086,553
Total Liabilities	1,211,113
Equity	
160.740 · Fund Balance Available	682,819
160.749 · County Reserve Funds	245,934
160.770 · Investment in Fixed Assets	5,056,411
32000 · Retained Earnings	568,237
Net Income	<u>(250,706)</u>
Total Equity	6,302,695
TOTAL LIABILITIES & EQUITY	<u>7,513,807</u>

RNVWD - Operating Fund
Profit & Loss Budget Performance
 February 2024

	Feb 24	Budget	\$ Over B...	Jul '23 - F...	YTD Bud...	\$ Over B...	Annual B...
Ordinary Income/Expense							
Income							
60.9000 · Revenues							
60.9005 · Base Fee	30,858	30,785	73	245,448	246,281	(832)	369,421
60.9010 · Supplemental Fees	8,892	8,892	0	63,612	71,136	(7,524)	106,704
60.9015 · Tier 1	5,424	9,709	(4,285)	71,678	77,671	(5,994)	116,507
60.9020 · Tier 2	60	3,333	(3,274)	23,205	26,667	(3,462)	40,000
60.9025 · Tier 3	(3,544)	2,333	(5,877)	21,938	18,667	3,271	28,000
60.9027 · Capital Recovery Charge	32,604	32,470	134	232,307	259,760	(27,454)	389,640
60.9030 · Hydrant Water Usage	1,500	583	917	6,486	4,667	1,820	7,000
60.9065 · Water Rights	0	1,600	(1,600)	0	69,012	(69,012)	77,112
60.9075 · Admin Fees, Late Fees	360	667	(307)	1,346	5,333	(3,987)	8,000
60.9080 · Interest Income	1,817	2,496	(679)	23,739	19,969	3,770	29,953
Total 60.9000 · Revenues	77,970	92,869	(14,898)	689,759	799,162	(109,403)	1,172,337
Total Income	77,970	92,869	(14,898)	689,759	799,162	(109,403)	1,172,337
Expense							
60.2000 · Operating Expenses							
60.2005 · General Manager	7,500	7,500	0	57,593	60,000	(2,407)	90,000
60.2006 · Recruiter / Transition	0	0	0	23,800	20,000	3,800	20,000
60.2010 · Administration & Board Clerk	325	660	(335)	6,922	5,280	1,642	7,920
60.2015 · Billing Manager	3,700	3,667	33	31,739	29,333	2,406	44,000
60.2020 · Meter Reading	0	1,167	(1,167)	8,639	9,336	(697)	14,004
60.2025 · Backflow Testing	0	0	0	31,943	19,000	12,943	19,000
*60.2028 · Plant & Facilities Operations	20,975	12,500	8,475	152,608	100,000	52,608	150,000
60.2033 · Weed Abatement	0	230	(230)	0	1,843	(1,843)	2,765
60.2035 · Legal	0	1,000	(1,000)	10,921	8,000	2,921	12,000
60.2040 · Engineering	2,193	1,250	943	6,590	10,000	(3,410)	15,000
60.2045 · Audit	1,000	0	1,000	12,500	11,332	1,168	12,332
60.2050 · Accountant CPA	1,150	1,167	(17)	9,150	9,333	(183)	14,000
60.2065 · USA Marking	409	500	(92)	2,809	4,000	(1,191)	6,000
60.2070 · Webmaster	433	833	(400)	6,089	6,667	(578)	10,000
60.2075 · Office Supplies	507	188	319	2,411	1,500	911	2,250
60.2090 · Postage & PO Box Rental	0	333	(333)	4,003	2,667	1,337	4,000
60.2105 · Ins. Gen. Liab., Prop., & Bond	0	0	0	8,629	5,500	3,129	5,500
*60.2115 · Electricity, PGE	4,953	2,088	2,865	65,833	47,891	17,942	73,000
60.2125 · Office Equipment	978	208	769	2,930	1,667	1,263	2,500

**RNVWD - Operating Fund
Profit & Loss Budget Performance
February 2024**

	Feb 24	Budget	\$ Over B...	Jul '23 - F...	YTD Bud...	\$ Over B...	Annual B...
60.2130 · Bank & Bankcard Fees	498	375	123	3,406	3,000	406	4,500
60.2135 · Interest on Loan	32,568	89,291	(56,723)	43,455	171,254	(127,799)	171,254
60.2145 · Phone Service	197	68	129	787	541	246	812
60.2150 · Tank Access Rd. Maint. & Gate	0	2,917	(2,917)	17,647	23,333	(5,686)	35,000
60.2160 · CORE SW Lic., Data Stg, Trng.	0	0	0	2,209	2,400	(191)	4,000
60.2175 · Publications & Legal Notices	0	42	(42)	0	333	(333)	500
60.2185 · Trade Memberships & Training	195	0	195	11,199	8,200	2,999	9,500
60.2190 · Licenses, Permits & Fees	690	417	273	5,386	3,333	2,053	5,000
60.2200 · ITRON Mobile Reader SW & Warr.	0	208	(208)	2,780	1,667	1,113	2,500
60.2205 · Fees & Administration	0	167	(167)	600	1,333	(733)	2,000
60.2208 · Underground Leak Repairs	11,896	11,667	230	123,363	93,333	30,029	140,000
* 60.2210 · Routine Maintenance & Minor Rep	8,809	6,250	2,559	71,681	50,000	21,681	75,000
60.2235 · Contingency	0	1,250	(1,250)	450	10,000	(9,550)	15,000
60.2410 · Arsenic	417	10,417	(10,000)	170,235	83,333	86,901	125,000
60.2430 · Meter/ERT Replacement AMI	0	417	(417)	1,619	3,333	(1,714)	5,000
60.2455 · Engineer Cantelow Slide	0	417	(417)	2,450	3,333	(884)	5,000
60.2460 · FEMA	0	333	(333)	470	2,667	(2,197)	4,000
60.2465 · Cantelow Repair Pipe - Exposed	0	2,500	(2,500)	6,490	20,000	(13,510)	30,000
60.2470 · Model Dist Operating Sys	1,470	2,250	(780)	30,030	18,000	12,030	27,000
60.2475 · Survey Dist Properties	0	167	(167)	1,102	1,333	(231)	2,000
60.2480 · Funding for Reserves	0	417	(417)	0	3,333	(3,333)	5,000
Total 60.2000 · Operating Expenses	100,862	162,858	(61,996)	940,465	857,411	83,054	1,172,337
Total Expense	100,862	162,858	(61,996)	940,465	857,411	83,054	1,172,337
Net Ordinary Income	(22,892)	(69,990)	47,098	(250,706)	(58,249)	(192,457)	(0)
Net Income	(22,892)	(69,990)	47,098	(250,706)	(58,249)	(192,457)	(0)

RNWWD - Operating Fund

Check Register

February 2024

Feb 24	Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit
	Check	02/01/2024	3029	PG & E		160.020 · Cash WFB Checking #3799		60.2115 · Electricity, PGE	1,032.14	1,032.14
	Check	02/01/2024	3029	PG & E		60.2115 · Electricity, PGE		160.020 · Cash WFB Checking #3799		
	Check	02/01/2024	3019	Fletcher & Company, ...	2659	160.020 · Cash WFB Checking #3799		60.2045 · Audit	1,000.00	1,000.00
	Check	02/01/2024	3019	Fletcher & Company, ...	2659	60.2045 · Audit		160.020 · Cash WFB Checking #3799		
	Check	02/01/2024	3018	Buxup Corporation	8712	160.020 · Cash WFB Checking #3799		60.2005 · General Manager	7,500.00	7,500.00
	Check	02/01/2024	3018	Buxup Corporation	8712	60.2005 · General Manager		160.020 · Cash WFB Checking #3799		
	Check	02/01/2024	3017	Randall Larson Mayn...	monthly servic...	160.020 · Cash WFB Checking #3799		60.2070 · Webmaster	433.00	433.00
	Check	02/01/2024	3017	Randall Larson Mayn...	monthly servic...	60.2070 · Webmaster		160.020 · Cash WFB Checking #3799		
	Check	02/02/2024	3030	Postalia		160.020 · Cash WFB Checking #3799		60.2125 · Office Equipment	500.00	500.00
	Check	02/02/2024	3030	Postalia		60.2125 · Office Equipment		160.020 · Cash WFB Checking #3799		
	Check	02/02/2024	3020	BK Bookkeeping Inc	6344	160.020 · Cash WFB Checking #3799		-SPLIT-	3,700.00	4,372.25
	Check	02/02/2024	3020	BK Bookkeeping Inc	6344	60.2015 · Billing Manager		160.020 · Cash WFB Checking #3799	477.66	
	Check	02/02/2024	3020	BK Bookkeeping Inc	6344	60.2125 · Office Equipment		160.020 · Cash WFB Checking #3799	194.59	
	Check	02/02/2024	3022	BK Bookkeeping Inc	6344	60.2075 · Office Supplies		160.020 · Cash WFB Checking #3799		
	Check	02/04/2024	3022	Shaw & Associates		160.020 · Cash WFB Checking #3799		60.2050 · Accountant CPA	1,150.00	1,150.00
	Check	02/04/2024	3022	Shaw & Associates		60.2050 · Accountant CPA		160.020 · Cash WFB Checking #3799		
	Check	02/05/2024	3031	Wells Fargo		160.020 · Cash WFB Checking #3799		160.601 · Wells Fargo Visa Card-New	164.51	164.51
	Check	02/05/2024	3031	Wells Fargo		160.601 · Wells Fargo Visa Card-New		160.020 · Cash WFB Checking #3799		
	Check	02/05/2024	3021	Nancy Veerkamp	RNWWS-1123...	160.020 · Cash WFB Checking #3799		60.2010 · Administration & Board Clerk	325.00	325.00
	Check	02/05/2024	3021	Nancy Veerkamp	RNWWS-1123...	60.2010 · Administration & Board Clerk		160.020 · Cash WFB Checking #3799		
	Check	02/06/2024	3023	Seibel		160.020 · Cash WFB Checking #3799		160.500 · Deposit Payables	6,426.00	6,426.00
	Check	02/06/2024	3023	Seibel		160.500 · Deposit Payables		160.020 · Cash WFB Checking #3799		
	Check	02/12/2024	3032	Client Analysis Servic...		160.020 · Cash WFB Checking #3799		60.2130 · Bank & Bankcard Fees	103.05	103.05
	Check	02/12/2024	3032	Client Analysis Servic...		60.2130 · Bank & Bankcard Fees		160.020 · Cash WFB Checking #3799		
	Check	02/12/2024	3033	Bankcard Discount Fee		160.020 · Cash WFB Checking #3799		60.2130 · Bank & Bankcard Fees	77.44	77.44
	Check	02/12/2024	3033	Bankcard Discount Fee		60.2130 · Bank & Bankcard Fees		160.020 · Cash WFB Checking #3799		
	Check	02/12/2024	3034	Bankcard Discount Fee		160.020 · Cash WFB Checking #3799		60.2130 · Bank & Bankcard Fees	85.82	85.82
	Check	02/12/2024	3034	Bankcard Discount Fee		60.2130 · Bank & Bankcard Fees		160.020 · Cash WFB Checking #3799		
	Check	02/12/2024	3035	Bankcard Discount Fee		160.020 · Cash WFB Checking #3799		60.2130 · Bank & Bankcard Fees	89.18	89.18
	Check	02/12/2024	3035	Bankcard Discount Fee		60.2130 · Bank & Bankcard Fees		160.020 · Cash WFB Checking #3799		
	Check	02/15/2024	3036	PG & E		160.020 · Cash WFB Checking #3799		60.2115 · Electricity, PGE	457.69	457.69
	Check	02/15/2024	3036	PG & E		60.2115 · Electricity, PGE		160.020 · Cash WFB Checking #3799		
	Check	02/20/2024		CoBank		160.020 · Cash WFB Checking #3799		-SPLIT-	56,723.62	89,291.84
	Check	02/20/2024		CoBank		160.020 · Cash WFB Checking #3799		160.020 · Cash WFB Checking #3799	32,568.22	
	Check	02/21/2024	3037	PG & E		160.020 · Cash WFB Checking #3799		60.2115 · Electricity, PGE	153.62	153.62
	Check	02/21/2024	3037	PG & E		60.2115 · Electricity, PGE		160.020 · Cash WFB Checking #3799		
	Check	02/22/2024	3025	Coastland		160.020 · Cash WFB Checking #3799		60.2470 · Model Dist Operating Sys	1,470.00	1,470.00
	Check	02/22/2024	3025	Coastland		60.2470 · Model Dist Operating Sys		160.020 · Cash WFB Checking #3799		
	Check	02/22/2024	3024	Solano Irrigation Dist...		160.020 · Cash WFB Checking #3799		-SPLIT-	8,808.72	45,838.12
	Check	02/22/2024	3024	Solano Irrigation Dist...		160.020 · Cash WFB Checking #3799		160.020 · Cash WFB Checking #3799	20,974.70	
	Check	02/22/2024	3024	Solano Irrigation Dist...		160.020 · Cash WFB Checking #3799		60.2028 · Plant & Facilities Operations	408.50	
	Check	02/22/2024	3024	Solano Irrigation Dist...		60.2028 · Plant & Facilities Operations		160.020 · Cash WFB Checking #3799	2,193.04	
	Check	02/22/2024	3024	Solano Irrigation Dist...		160.020 · Cash WFB Checking #3799		60.2040 · Engineering	0.00	
	Check	02/22/2024	3024	Solano Irrigation Dist...		60.2040 · Engineering		160.020 · Cash WFB Checking #3799	11,896.44	
	Check	02/22/2024	3024	Solano Irrigation Dist...		160.020 · Cash WFB Checking #3799		60.2208 · Tank Access Rd. Maint. & Gate	416.72	
	Check	02/22/2024	3024	Solano Irrigation Dist...		60.2208 · Tank Access Rd. Maint. & Gate		160.020 · Cash WFB Checking #3799	1,140.00	
	Check	02/22/2024	3024	Fouik Civil Engineeri...	0041292	160.020 · Cash WFB Checking #3799		60.2410 · Arsenic	690.00	690.00
	Check	02/22/2024	3026	Yolo Solano Air Quali...	12925 Annual...	160.020 · Cash WFB Checking #3799		60.2190 · Licenses, Permits & Fees	152.00	152.00
	Check	02/22/2024	3026	Yolo Solano Air Quali...	12925 Annual...	60.2190 · Licenses, Permits & Fees		160.020 · Cash WFB Checking #3799		
	Check	02/23/2024	3038	ACH return		160.020 · Cash WFB Checking #3799		60.9075 · Admin Fees, Late Fees	152.00	152.00
	Check	02/23/2024	3038	ACH return		60.9075 · Admin Fees, Late Fees		160.020 · Cash WFB Checking #3799		
	Check	02/27/2024	3039	PG & E		160.020 · Cash WFB Checking #3799		60.2115 · Electricity, PGE	1,148.34	1,148.34
	Check	02/27/2024	3039	PG & E		60.2115 · Electricity, PGE		160.020 · Cash WFB Checking #3799		
	Check	02/29/2024		Service Charge		160.025 · Cash Pay/Fal Account	X	60.2130 · Bank & Bankcard Fees	142.27	142.27

9:30 AM

03/28/24

Accrual Basis

RNWWD - Operating Fund Check Register February 2024

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit
Check	02/29/2024	3040	PG & E	Service Charge	60.2130 - Bank & Bankcard Fees	160.025 - Cash PayPal Account		142.27	
Check	02/29/2024	3040	PG & E		160.020 - Cash WFB Checking #3799	60.2115 - Electricity, PGE		2,161.64	2,161.64
Check	02/29/2024	3040	PG & E		60.2115 - Electricity, PGE	160.020 - Cash WFB Checking #3799			
								164,763.91	164,763.91

6b

**CONTRACT FOR OPERATION AND MAINTENANCE OF RURAL NORTH
VACAVILLE WATER DISTRICT'S POTABLE WATER SYSTEM**

This agreement ("**Agreement**") is made as of _____, 2024 (the "**Effective Date**"), by and among the Rural North Vacaville Water District ("**Rural North**"), a California water district organized and existing under and by virtue of the laws of the State of California, and the Solano Irrigation District ("**SID**"), a California irrigation district organized and existing under and by virtue of the laws of the State of California.

RECITALS

Rural North owns a potable water system for service of potable water to Rural North customers. The potable water system consists of two wells, a distribution system, and approximately four hundred (400) connections. The potable water system is depicted in Exhibit ____.

Rural North and SID previously entered into a contract for operation and maintenance by SID of Rural North's potable water system. The prior contract expired, and the Parties have elected to enter into a new agreement for SID's operation and maintenance of Rural North's potable water system.

Therefore, for valuable and adequate consideration, the receipt of which is hereby stipulated, SID and Rural North agree as follows:

1. Scope Of Work:

SID will operate and maintain the potable water system of Rural North as a contractor of Rural North during the term of this Agreement and until this Agreement is terminated. These services shall include maintenance, operation, inspections, repair, testing, reporting, and other services pursuant to operation and maintenance of the Rural North potable water system.

In the event of an emergency or a facilities failure, SID may, in its sole discretion, elect to take any and all actions SID deems appropriate to fix the problem or mitigate further harm for the problem and SID may incur any costs it deems appropriate in doing so and Rural North shall reimburse SID in full. Such actions may include, without limitation, SID performing repairs itself or directing Rural North to engage its standby contractors to perform repairs. Rural North

shall engage three stand-by contractors available for force account work to address leaks, emergency issues, and/or new service connections.

SID shall not be obligated to plan, design, organize or perform improvement projects for the Rural North potable water system. However, SID may in its sole discretion agree to undertake such improvement project tasks upon request from Rural North, and SID will charge Rural North for such improvement project tasks as provided herein. SID shall be entitled to prompt and complete payment for such tasks from Rural North, and SID may in its discretion demand that Rural North advance the monetary payment for such improvement project tasks to SID before SID commences such improvement project tasks.

2. Compliance with Division of Drinking Water Requirements:

In carrying out operation and maintenance activities of Rural North's potable water system under this Agreement, SID shall make a good faith effort to keep Rural North's potable water system in compliance with applicable drinking water requirements of the California State Water Resources Control Board Division of Drinking Water ("DDW"), and Rural North agrees to provide any and all funding and resources needed for the potable water system to achieve compliance with applicable DDW requirements. Nothing herein shall obligate SID to provide funding or resources in order to maintain or return the system to a state of compliance with applicable DDW requirements. For example, in the event that a wildfire causes contamination in the Rural North potable water system, SID shall not be obligated to provide funding or resources in order to return the potable water system to a state of compliance with applicable DDW requirements.

3. Compensation:

Rural North will compensate SID for operating and maintaining Rural North's potable water system and for carrying out any other activities pursuant to this Agreement. All work and services of SID pursuant to this Agreement shall be billed to Rural North on an equipment, time, and materials basis, including overhead as provided herein. Rural North shall reimburse SID in full for any services rendered under this Agreement.

Materials shall be billed by SID to Rural North based on their actual cost, including transportation, delivery, taxes, and all other costs incurred in procuring materials. If SID elects in its sole discretion to supply materials for performance under this Agreement, SID shall charge Rural North the estimated value of the materials provided.

Equipment shall be charged to Rural North at the then-current SID equipment rate, or the rental rate if the equipment must be rented, including all transportation and other costs incurred in providing and utilizing equipment.

For the purpose of setting wage rates for services and labor provided by SID to Rural North under this Agreement, it is agreed that SID will charge Rural North the then-current hourly wage rates plus the then-current Administrative Overhead Rate (currently 140%). The current hourly wages of SID are contained in Exhibit [redacted] attached hereto and incorporated herein as if set forth in full. The wage rates are subject to change and Rural North will pay SID the hourly rates that are current at the time the service is rendered.

The following positions do not provide direct billing and instead are included in the Administrative Overhead Rate: General Manager, Executive Administrative Assistant, Finance Department, Human Resources Department, Water and Power Operations Manager, Water and Power Operations Administrative Assistant, Inventory Specialist, Counsel/Attorney.

Rural North shall furnish payment to SID pursuant to this agreement within thirty 30 days of submittal of invoices by SID and a 1.5% (18% APR) monthly delinquency charge will be delivered on past-due invoices. All payments shall be made to:

Finance Department
Solano Irrigation District
810 Vaca Valley Pkwy, Suite 201
Vacaville, CA 95688

4. Discretion in Procurement and in Performance of Operation and Maintenance:

SID shall have discretion to determine what labor, materials, equipment, administrative costs, and other services and expenses are needed to fulfill SID's obligations herein and Rural North waives all objections to SID's exercise of its discretion in performance of its obligations under this Agreement, including without limitation SID's decisions relating to expenditures and procurement.

If SID, in its sole discretion, elects to hire a contractor or a third-party to perform activities on behalf of SID under this Agreement, the Administrative Overhead rate shall not be applied to the fees billed to SID by the third-party and the aggregate amount shall be billed to Rural North by SID for payment to SID.

SID shall have sole discretion to hire contractors and other third parties to assist SID in performing its duties under this Agreement including contractors, engineers, consultants, and other third parties, and Rural North shall reimburse SID in full for all such expenses and costs. However, if reasonably possible SID will give Rural North prior notice of its intent to hire such a third party to perform activities on behalf of SID under this Agreement, and if prior notice is not reasonably possible, SID will notify Rural North as soon as reasonably possible after hiring the third-party that it has hired a third-party to perform activities under this Agreement.

5. Term:

The term of this Agreement shall be for a one (1) year period, commencing on _____1, 2024, and ending on _____31, 2025 hereinafter referred to as "Term". The Agreement shall automatically renew and continue on a year-to-year basis under the terms and conditions herein until a new or amended agreement is executed or until either party terminates the Agreement. Notwithstanding the provisions herein, any party may terminate this Agreement at any time in accordance with the termination provisions herein and without consent of the other party.

This Agreement may be terminated upon issuance of a notice of termination by any party, with or without cause at any time by any Party upon three-hundred sixty-five (365) days' written notice of termination issued by the terminating party. SID shall provide a written invoice to Rural North setting forth all monetary obligations and monies owed by Rural North pursuant to this Agreement, and Rural North shall remit payment to satisfy all such obligations within thirty (30) days of receiving the invoice. Termination of this Agreement shall not extinguish any outstanding payment obligations of Rural North.

6. Successors:

This Agreement shall be binding upon the successors and assigns of the parties hereto.

7. Complete Agreement:

This Agreement and items incorporated herein contains all of the agreements of the Parties hereto and with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized representatives of each of the Parties.

8. Records:

At the time of execution of this Agreement, SID possess multiple boxes of files and records pertaining to the Rural North potable water system. SID may also obtain additional newly generated materials relating to the Rural North potable water system in the course of carrying out activities pursuant to this Agreement. During the term of this Agreement, SID shall continue to store the materials currently in SID's possession relating to the Rural North potable water system. During the term of this Agreement, SID shall also store newly generated materials relating to the Rural North potable water system that SID obtains during the term of this Agreement.

Upon termination of this Agreement, Rural North shall immediately take possession of all materials relating to the Rural North potable water system that are in the possession of SID, and SID shall be under no obligation to continue storing materials and records relating to the Rural North potable water system after termination of this Agreement. After termination of this Agreement, SID may elect to retain or make copies of the materials in SID's possession that relate to the Rural North potable water system, but SID is under no obligation to do so.

9. Disclaimer of Right to Water:

It is understood and agreed that Rural North and its customers shall have no right to Solano Project Water or to any other water supply or water rights held by SID. SID shall have no obligation to serve water to Rural North customers or to provide water for service of Rural North

customers. SID's sole duty and obligation is to operate and maintain the potable water system of Rural North while this Agreement is in effect.

10. Audit:

Upon 30-days notice, Rural North may request a review of any time sheets, bills, work notes, work orders, equipment hour records or meters, and other materials that, if they exist, directly reflect the duration, scope, and character of services provided and expenses incurred under this Agreement. Nothing herein shall be construed as requiring SID to create, retain, or maintain such records.

11. Assumption of Liability:

Rural North expressly assumes liability for all claims, causes of action, losses, damages, penalties, or fines arising from Rural North's potable water system and/or service of water from Rural North's potable water system including, without limitation, all such claims, losses and fines arising from circumstances that occur while this Agreement is in effect. Rural North expressly waives any and all claims against SID, its officers, directors, employees, agents, and engineers for any and all claims, causes of action, losses, damages, penalties, or fines arising from Rural North's potable water system and/or service of water from Rural North's potable water system including, without limitation, all such claims, liabilities, damages and fines arising from circumstances that occur while this Agreement is in effect. The waiver of claims and assumption of liability herein shall apply to the maximum effect permitted by law including without limitation to all claims of attorney fees, expert witness fees, penalties, fines, and damages or losses.

Rural North's assumption of liability and waiver of claims herein shall apply to any and all claims arising from Rural North's potable water system and/or service of water from Rural North's potable water system including without limitation claims for damages or injuries from interruptions of water supplies or shortages of water; claims of personal injury, death, and/or illness from water quality problems; claims of property damage, profit losses, or personal injury from contamination, flooding, or water supply shortages, and any and all other claims, causes of action, damages, and losses.

A sole exception to Rural North's complete assumption of liability herein is that the Parties agree SID shall bear liability arising from operation of SID owned passenger vehicles on public streets or public roadways notwithstanding such vehicles may be operating on public streets within Rural North's boundaries or on public streets for the purpose of traveling to or from Rural North.

12. Indemnification:

Rural North shall defend, indemnify, and hold harmless SID, its officers, directors, employees, agents, and engineers from any and all claims, losses, damages, including, without limitation, property damage, personal injury, and/or death, penalties, fines, costs, including attorney fees, expert witness and consultant fees, and liability of any kind or nature, directly or indirectly arising out of or in any way connected with this Agreement; Rural North's potable water system; SID's operation, maintenance, delivery, or service of the Rural North potable water system water pursuant to this Agreement; and SID's performance under this Agreement, whether performed by SID, its employees, contractors, or agents.

The indemnification, defense, and hold harmless obligations of Rural North herein shall apply, regardless of any negligence of SID or its directors, officers, agents, employees, or authorized volunteers, but the indemnification, defense, and hold harmless obligations will not apply to losses or liabilities caused solely by the intentional misconduct of SID, its officer, directors, employees or agents which was carried out within the intent to cause the damages, losses, and/or injuries that result from the intentional misconduct.

The indemnification, obligations of Rural North in favor of SID herein shall apply to any and all actions, proceedings, damages, costs, expenses, penalties, or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation by SID or any other party.

Rural North shall pay and satisfy any judgment, award, or decree that may be rendered against SID or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings. Rural North shall reimburse SID or its directors, officers, employees, or authorized volunteers for any and all legal expenses and costs incurred by

each of them in connection therewith or in enforcing the indemnity herein provided. Rural North's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the SID, or its directors, officers, employees, or authorized volunteers. Acceptance of insurance required under this Agreement shall not relieve Rural North from the obligations of this defense and indemnification provision.

This indemnification obligations of Rural North herein shall survive any termination of this Agreement.

13. Insurance:

a. Property Insurance.

Rural North shall maintain comprehensive property insurance coverage for the Rural North potable water system on policy forms satisfactory to SID, in an amount not less than _____. Such coverage shall cover the Rural North potable water system including the two wells, distribution system, and other facilities that make up the Rural North potable water system. Such coverage shall include without limitation business interruption coverage. Such property insurance shall name and indemnify Rural North, SID, and SID's directors, officers, employees, agents, and representatives against loss, and the policy shall provide for a waiver of subrogation claims against SID and SID's directors, officers, employees, agents, or representatives.

b. General Liability.

Rural North shall maintain throughout the term of this Agreement general liability insurance for the Rural North Potable Water System and operation and maintenance thereof, on policy forms satisfactory to SID, in an amount not less than \$5,000,000.00 per occurrence. Such liability insurance shall name and indemnify Rural North, SID, and SID's directors, officers, employees, agents, and representatives against loss from liability imposed by law upon or assumed under contract by Rural North for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion,

collapse, underground excavation, and removal of lateral support liability. The general liability policy shall contain comprehensive general liability coverage, including, without excluding other coverage, contractual liability assumption coverage.

SID shall maintain general liability insurance coverage for its activities under this Agreement. Rural North shall reimburse SID for any such insurance expenses incurred for coverage of SID for activities under this Agreement. If SID determines it wants additional insurance coverage for activities under this Agreement, SID and Rural North shall meet and confer on the terms and resulting cost of such additional coverage.

14. Notices:

Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, or by electronic transmission to the following parties and addresses:

SOLANO IRRIGATION DISTRICT
Attention: District Engineer
810 Vaca Valley Parkway, Suite 201
Vacaville, CA 95688

RURAL NORTH VACAVILLE WATER DISTRICT
Post Office Box 5097
Vacaville, CA 95696-5097

15. Arbitration:

THE PARTIES AGREE TO ENGAGE IN NON-BINDING MEDIATION OF ANY DISPUTES UNDER THIS AGREEMENT. IF MEDIATION IS NOT SUCCESSFUL IN RESOLVING THE DISPUTE, THE DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION AS PROVIDED HEREIN.

THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, EACH PARTY WAIVES ANY RIGHT TO COMMENCE LEGAL ACTION OR ARBITRATION OTHER THAN AS PROVIDED UNDER THE TERMS OF THIS AGREEMENT, AND THIS AGREEMENT

SHALL PROVIDE THE SOLE AND EXCLUSIVE REMEDY FOR RESOLUTION OF DISPUTES. ALL DISPUTES OR ISSUES SHALL BE FINALLY RESOLVED BY ARBITRATION HEREUNDER. ARBITRATION OF DISPUTES RELATING TO OR ARISING FROM THIS AGREEMENT SHALL INCLUDE ANY AND ALL DISPUTES RELATING TO THIS AGREEMENT OR ACTIVITIES CARRIED OUT PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DISPUTES AS TO THE SCOPE OF ARBITRATION UNDER THIS AGREEMENT AND/OR THIS ARBITRATION CLAUSE.

THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATION OR FUNCTION OF THE ARBITRATOR IN ANY MANNER OR FASHION.

APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF SOLANO. IF THE ISSUES TO BE ARBITRATED INCLUDE SOME ISSUES IN WHICH AN ENGINEERING OR WATER FACILITY OPERATIONS OR MAINTENANCE BACKGROUND WOULD AID THE ARBITRATOR IN UNDERSTANDING AND RESOLVING THE ISSUES, THE PARTIES OR THE SUPERIOR COURT SHALL ENDEAVOR TO APPOINT A PARTY WITH THOSE QUALIFICATIONS AS ARBITRATOR.

THE ARBITRATOR'S FEES AND FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE

ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTling THE MATTER. A STATEMENT OF A PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS.

THE ARBITRATOR MAY FURTHER AWARD THE COST OF ATTORNEY'S FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY IF, IN THE ARBITRATOR'S DETERMINATION, THE POSITION OF THE NONPREVAILING PARTY WAS NOT REASONABLY TAKEN OR MAINTAINED.

THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTY SHALL LAPSE BY THEIR TERM, OR THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT OR SHALL MODIFY THOSE TERMS.

[SIGNATURES ON NEXT PAGE]

Date:

By: _____
RURAL NORTH VACAVILLE
WATER DISTRICT

Date:

By: _____
SOLANO IRRIGATION DISTRICT

SID and RNVWD Operations and Maintenance Services Contract Extension

Final Deal Points

Rev. 1/31/2024

Tasks

- 1) SID will operate and maintain the potable water system of RNVWD during the term of this Agreement as a contractor of RNVWD.
 - a. SID is obligated for meeting the terms and requirements of the permit to operate the RNVWD's public water system and the Department of Drinking Water's (DDW) regulations, assuming RNVWD funds all measures and improvements reasonably required to achieve compliance with those requirements.
 - b. RNVWD is obligated to support and fund all SID and DDW compliance requirements.
- 2) These services shall include maintenance, operation, inspections, repair, testing, reporting, and other services.
- 3) RNVWD shall make a reasonable effort to engage three (3) Stand-By Contractors available for force account work to address leaks and emergency issues and new service installations.
- 4) In the event of an emergency or a facilities failure, SID may, in its sole discretion, elect to take all actions SID deems appropriate to fix the problem or mitigate further harm. Additionally, SID shall possess discretion but not the obligation option to:
 - a. Perform repairs or take the measures necessary to address the issue.
 - b. Direct one of RNVWD's three (3) Stand-By Contractors to perform the repairs.
- 5) In the event for the need to plan, design, organize or perform improvement projects for RNVWD, and if requested by RNVWD, SID may, in its sole discretion, elect to:
 - a. Undertake such tasks with prompt reimbursement from RNVWD for all expenses incurred, including overhead, as provided herein.
 - b. Decline such tasks.

Compensation

- 1) RNVWD shall reimburse SID in full for services rendered whether they are maintenance, operation, inspections, repair, testing, reporting, planning, engineering, project management or other services.
- 2) All work and services of SID pursuant to this Agreement shall be billed on an equipment, time, and materials basis.
- 3) Materials billed by SID to RNVWD shall be based on their actual cost, including transportation, delivery, taxes, and all other costs incurred in procuring materials.
- 4) Equipment shall be charged at the then-current SID equipment rate, or the rental rate if the equipment must be rented, including all transportation and other costs incurred in providing and utilizing equipment.

- 5) SID shall charge RNVWD the then-current hourly wage rates for all time worked. See Attachment _____ for the 2024 Rate Sheet.
- 6) In addition to the hourly wage rates, SID shall include an Administrative Overhead Rate of 140% as developed by SID in its Cost Allocation Plan as approved by the SID Board of Directors November 17, 2015.
- 7) SID's Administrative Overhead Rate includes its two (2) physical building sites, insurance expenses, overhead, fringe benefits, retirement and indirect billable positions including General Manager, Executive Administrative Assistant, Finance Department, Human Resources Department, Water and Power Operations Manager, Water and Power Operations Administrative Assistant and Inventory Specialist.
- 8) SID's wage rates and administrative overhead rates are tied to its current salary schedule each year.
- 9) If SID, in its sole discretion, elects to hire a contractor or third-party to perform activities on behalf of SID under this Agreement, SID shall be compensated for said expense. However, SID shall notify RNVWD ahead of time of such a planned action. Should an event occur at a time when RNVWD is not available, then SID should notify RNVWD as soon as possible.
- 10) Any SID Staff members working after-hours shall charge an appropriate hourly wage rate as specified in the Rate Sheet.
- 11) All rates charged by SID to RNVWD under this Agreement shall be subject to change by SID and in sole discretion.
- 12) RNVWD shall furnish payment to SID within thirty 30 days of submittal of invoices by SID and a 1.5% (18% APR) monthly delinquency charge will be delivered on past-due invoices.

Assumption of Liability

SID is insured for claims and liability through ACWA-JPIA. Insurance premiums are paid for by all SID's customers. When SID takes on any additional risk, it is backstopped by the ACWA-JPIA policy and SID's customers. In private industry, companies may mitigate their risk by insulating themselves from said risk by either business structure or by building in a profit factor. As a public agency organized as a Special District under the California Water Code, SID cannot completely insulate itself from risk associated with work for RNVWD. Also, SID does not include profit in its charges to RNVWD for services. Even third-party services or material costs are passed through without markup.

SID shall not assume additional risks or obligations on behalf of RNVWD or RNVWD customers that should be properly borne by RNVWD and/or RNVWD customers. Nevertheless, SID shall assist RNVWD to the extent it can without prejudicing the interests of SID landowners and customers. Therefore, SID declines to charge a monetary profit rate for services or activities through this Agreement. As such, SID does require the following:

- 1) RNVWD shall assume all liability and obligations that should be properly borne by RNVWD, including, without limitation:

- a. The costs of additional insurance premiums and/or increases in insurance premiums, or claims of damages or losses, that are imposed or alleged against SID because of SID's activities through this Agreement.
- 2) RNVWD shall be liable for all claims arising from RNVWD's potable water system and/or service of water and SID's operation thereof.
- 3) RNVWD's assumption of liability and waiver of claims includes:
 - a. Claims for from interruptions of water supplies or shortages of water.
 - b. Claims of personal injury, death, and/or illness from water quality problems, unless caused willfully by SID.
 - c. Claims of property damage.
- 4) Regarding SID-owned passenger vehicles operating on public streets, whether it be locations within RNVWD's boundaries or while traveling to or from RNVWD, SID shall assume liability for SID-owned passenger vehicles.

Indemnification

- 1) RNVWD shall defend, indemnify, and hold harmless SID for liability of any kind connected with this Agreement including.
 - a. RNVWD's potable water system.
 - b. SID's operation, maintenance, delivery, or service of the RNVWD potable water system. However, RNVWD shall not be responsible for willful acts of SID.
 - c. SID's performance under this Agreement.
 - d. The obligation of RNVWD shall apply to actions, proceedings, etc., arising out of, resulting from, or on account of the violation of any governmental law or regulation by SID or any other party. This includes violation of labor or hazardous materials laws.
- 2) If damages or injuries are caused by proven intentional action undertaken by SID, its directors, or employees with the intent by the acting party to cause damage or injury to RNVWD or its property, this duty to indemnify, hold harmless and defend shall not apply.
- 3) RNVWD shall pay and satisfy any judgment, award, or decree that may be rendered against RNVWD or SID about this Agreement and/or the RNVWD water system to the extent RNVWD has agreed to indemnify SID.
- 4) This defense and indemnification obligations of RNVWD herein shall survive any termination of this Agreement.
- 5) The indemnification, defense, and hold harmless obligations of RNVWD herein shall include, without limitation, all attorney's fees, expert witness fees, consultation fees, and other costs, expenses, fines, penalties, losses, and liabilities related to this Agreement and/or the RNVWD water system.

Insurance

1) Property

- a. RNVWD shall maintain comprehensive property damage insurance coverage for the term of the Agreement.
- b. The policies shall provide for waiver of subrogation claims against SID.

2) General Liability

- a. RNVWD shall maintain general liability insurance for the RNVWD Potable Water System and operation and maintenance thereof.
 - i. Should RNVWD ever discontinue their insurance through the ACWA-JPIA, a new policy shall be secured in an amount not less than \$5,000,000.00 per occurrence.
- b. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support liability.
- c. The general liability policy shall name SID, and SID's officers, directors, employees, and agents.
- d. SID shall also maintain general liability insurance in the amounts required of RNVWD.
- e. If in the future SID decides it needs to obtain additional insurance coverage to execute the terms of this Agreement, SID and RNVWD shall meet and re-negotiate the terms herein.

Term

- 1) The term of this Agreement shall be for a one (1) year period, commencing on _____, 2024, and ending on _____, 2025.
- 2) The Agreement shall automatically renew and continue a year-to-year basis until a new or amended agreement is executed or until either party terminates the Agreement.
- 3) Notwithstanding the provisions herein, any party may terminate this Agreement at any time.

Termination

- 1) This Agreement may be terminated by any party upon three hundred sixty-five (365) days' written notice of termination.
- 2) Termination of this Agreement shall not extinguish any outstanding payment obligations of RNVWD or any indemnification obligations for claims and/or liabilities arising from alleged acts, omissions, or conditions occurring or existing while the Agreement was still in effect.
- 3) Upon termination, RNVWD shall promptly pay all monetary obligations owed to SID and/or SID's agents.

Complete Agreement

- 1) This Agreement contains all the agreements of the Parties hereto.

Audit

Upon 30-day notice, RNVWD shall have the authority to request a review of time sheets, bills, daily work notes, work orders, equipment time tracking, etc. that are in the possession of SID. Also, invoices from any subcontractors performing work under an SID contract that are in the possession of SID.

Records

- 1) The Parties agree that SID shall continue to store said records during the term of the Agreement.

Disclaimer of Right to Water

- 1) RNVWD and its customers shall have no right to Solano Project Water or to any other water supply or water rights held by SID.
- 2) SID's sole duty and obligation is to operate and maintain the potable water system of RNVWD while this Agreement is in effect.

Notices

- 1) Any notice or communication shall be in writing in either letter or email format.

Arbitration

The parties agree that in any dispute should arise under the terms and conditions of this Agreement, all disputes or issues shall be finally resolved first by mediation. Should mediation fail to result in agreement, then second, resolution shall be sought by arbitration. The determination of the arbitration shall be binding upon each party.

6d

SOLANO COUNTY DEPARTMENT OF TRANSPORTATION
CONTRACT CHANGE ORDER NO. 1

PROJECT: Cantelow Road Bridge Project SHEET 1 OF 1 SHEETS

CONTRACT NO: 613-497

To: Ghilotti Construction Company, Inc., 246 Ghilotti Avenue, Santa Rosa, CA 95407 Contractor
You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Solano County Engineering Manager.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.
Change requested by: ENGINEER

The last percentage shown is the accumulated increase or decrease from the original quantity in the Engineer's Estimate.

1. EXTRA WORK AT AGREED UNIT COSTS:

Cost of installing 220 linear feet of new 12" PVC water line with 80 linear feet of ductile iron pipe, along with an air relief valve adjacent to bridge replacement. Ductile iron pipe to be uncovered beneath bridge and buried under approach slabs. PVC waterline to be placed in typical roadway section to connect existing waterline to iron pipe.

Bid Item 59 - PERMANENT WATER LINE (12" C900 PVC DR14)

220 LF @ \$ 300 = \$ 66,000.

Includes 36" excavation, furnish and install C900 PVC pipe from ductile iron pipe to Existing pipe, and install bedding sand, AB backfill, and HMA in conformance with Solano County's Trench Standard

Bid Item 60 - AIR RELIEF VALVE

NO HMA ON THIS ITEM,
PAID W/ BID ITEM 28

1 EA @ \$ 500 = \$ 500.

Includes furnish and install air relief valve including excavation, cutting existing pipe, connections, and backfill per Solano County's Trench Standard at a to be determined location.

Bid Item 61 - PERMANENT WATER LINE (12" RESTRAINED JOINT DUCTILE IRON PIPE)

80 LF @ \$ 300 = \$ 24,000.

Includes furnish and install joint restrained ductile iron pipe 40' on either side of the midspan point of the bridge. Pipe to be place at approximately 46" below final grade of bridge and approach slab.

NO FLEX-TEND OR OTHER FLEXIBLE FITTINGS

Estimated Cost: Increase: \$ 90,500.⁰⁰

The maximum cost of the change order is \$54,000

By reason of this order the time of completion will be adjusted as follows: 10 additional working days

Submitted by: _____ Riley C. Martinson
Resident Engineer Date _____

Approved: _____ Matt Tuggle
Engineering Manager Date _____

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date _____ Contractor _____

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as proceeding with the ordered work and filing a written protest within the time therein specified.

White copy to the Contractor. Blue copy to the Resident Engineer

6e

Applicant Name:	DR4699CA Rural North Vacaville Water District POC: Dale Motiska 4/3/2024		
Meeting Date:	TBD		
DI Deadline:	8/4/2023		
Emergency Work Deadline:	10/3/2023		
Permanent Work Deadline:	10/3/2024		
Fixed Cost Offer Deadline:	10/3/2024		
Next Meeting:	TBD		

Project #	Category	Title	Process Step	Project Type
732139	F	Rural North Vacaville Water District, Main Line along Cantelow Road	Applicant Signed Project	Project Completed/ Fully Documented
745644	Z	Rural North Vacaville Water District, Management Costs	Pending EMMIE Submission	Management Costs

EIs : Outstanding Project Questions and Project Documents	NOTES	NEXT ACTION
Questions answered Documents Provided	Work is completed, no insurance, All FA Summaries provided by Dale, Project is ready for Award	Project is ready for obligation and RTM
Estimated Management Costs option was chosen for this project	though 5% of their current obligated projects will be provided for management cost, The Applicant will be required to reconcile to actual cost at closeout.	CRC review

ACTION TO BE COMPLETED BY	ACTION DUE DATE	CRC TARGET DATE	Comments/Potential Challenges
FEMA	TBD	TBD	waiting for the project to be obligated in EMMIE
CRC	TBD	TBD	This Cat Z project will be processed as soon as the Permanent work is obligated. 3/29/24 CRC email confirming the above statement.

7b



Rural North Vacaville Water District 2023 Water Management Plan/Strategic Plan

November 2023

Mission Statement: *The Mission of the Rural North Vacaville Water District is to deliver efficiently and reliably, for many years, quality water for domestic use and fire protection.*

Prepared by: Dale Motiska, General Manager
Rural North Vacaville Water District
P. O. Box 5097
Vacaville, CA 95688

Vision Statement:

The Rural North Vacaville Water District will be an organization that:

- *Fosters a positive and long-term relationship with its customers.*
- *Researches and develops alternative income sources to maintain the lowest possible water rates for our District customers.*
- *Develops a proactive and innovative approach to expand, maintain and rehabilitate water delivery systems.*
- *Provides accountability and transparency to all District customers.*
- *Will be a responsible steward and guardian of our County's natural and fiscal resources.*

Values Statement:

The Rural North Vacaville Water District Values:

- *Train all staff to be ambassadors of customer service to improve internal and external connectivity.*
- *Engage customers through a variety of venues/methods to create broader base outreach.*
- *Educate and inform customers on relevant real time topics.*
- *Provide customers with expedient feedback by utilizing technology and engagement platforms (e.g. leak notification, water outages, board meetings and capital improvement project updates).*
- *Include language in contractors' contracts on customer service protocols and procedure expectations to provide seamless customer service and accountability (e.g. uphold standards when working on District members' streets).*

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DOCUMENT ORGANIZATION

This 2023 WMP/SP has been prepared based on guidance provided by the California Department of Water Resources (DWR) in the California Rural Water Association Management Plan Guidebook 2020 (2020 CRWA MP Guidebook) (DWR, 2021).

Chapter 1 – Introduction and Overview: This chapter provides a discussion on the basics of the WMPSP and a general overview of the document.

Chapter 2 – Plan Preparation: This chapter describes the development of the WMP/SP, including information on public outreach and agency coordination.

Chapter 3 – System Description: This chapter provides background information on the District and a general description of the water system, service area, climate, population, and demographics.

Chapter 4 – Customer Water Use: This chapter describes past, current, and projected water uses within the District.

Chapter 5 – System Supplies: This chapter documents current and future water sources for the District.

Chapter 6 – Water System Reliability: This chapter assesses the reliability of the District's water system through 2028, including in normal conditions, a single dry year, and five consecutive dry years.

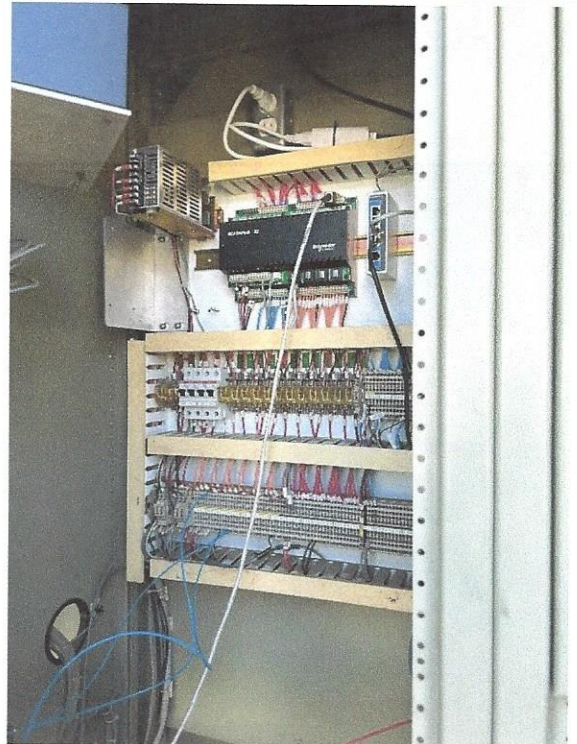
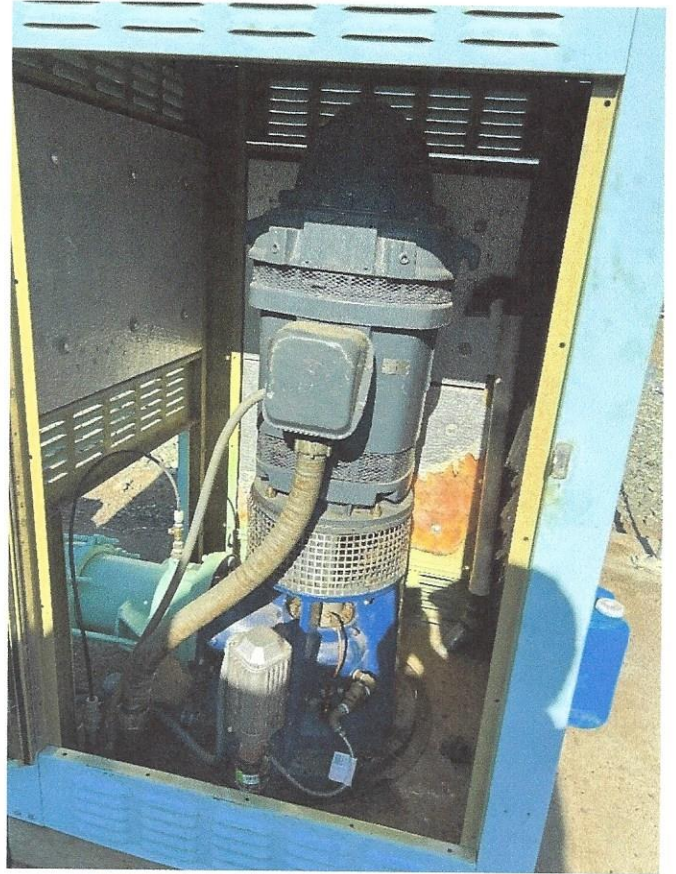
Chapter 7 – Water Shortage Contingency Planning: This chapter outlines the District's enforcement prohibitions, methods, and ordinances to ensure adequate water supply during drought years or other shortage situations, as included in the Rural Water Shortage Contingency Plan.

Chapter 8 – Demand Management Measures: This chapter provides a description of actions the District takes to promote conservation and reduce demand on the water supply.

Chapter 9 – Operations Management Planning: This chapter discusses succession, operations training and staff changes.

Chapter 10 – Strategic Goals: This chapter outlines the District's Strategic Goals.

Station #1



Station #4 Tank in Distance, and Cantelow Landslide and Repairs



CHAPTER 1 Introduction and Overview

The Water Management Plan (WMP)/Strategic Plan (SP) provides information on past, present, and future water sources and demands, and acts as a guide for the Rural North Vacaville Water District (RNVWD) to plan for adequate water supply in the future. This WMP/SP provides a comparison of available water supplies to projected water demands through 2028 and addresses conservation measures the District has implemented to ensure a safe and reliable water supply. This plan will be used to provide a basis for determining that sufficient water supply is available for future proposed development.

1.1 WMP/SP Summary

The District was formed in June of 1996 to provide water for residential uses and water for fire protection. A permit to supply water was issued by the State of California in June 2000. Water deliveries began in 2003.

The District covers approximately 5,163 acres and is located north of the City of Vacaville. Existing land uses are primarily zoned rural residential (approximately 39 %) and agricultural uses (approximately 59 %). The remaining 2% are public purpose uses. Boundaries for the District encompasses geographical areas generally described as English Hills, Gibson Canyon and Steiger Hill.

Potable water for residential use was originally designed to provide for a total maximum daily demand of 660 gpm and a maximum of 533 parcels within the extent of the Service Area for the District. Currently, the District has 417 active residential service connections. Property owners within the area of the District can opt out of taking delivery of potable water. Therefore, some of the Service Area parcels are considered 'island parcels' disconnected from the majority contiguous parcels within the Service Area. The District's Service Area boundaries are currently being confirmed by Solano Local Agency Formation Commission. See Figure 1.1.1 on the following page.

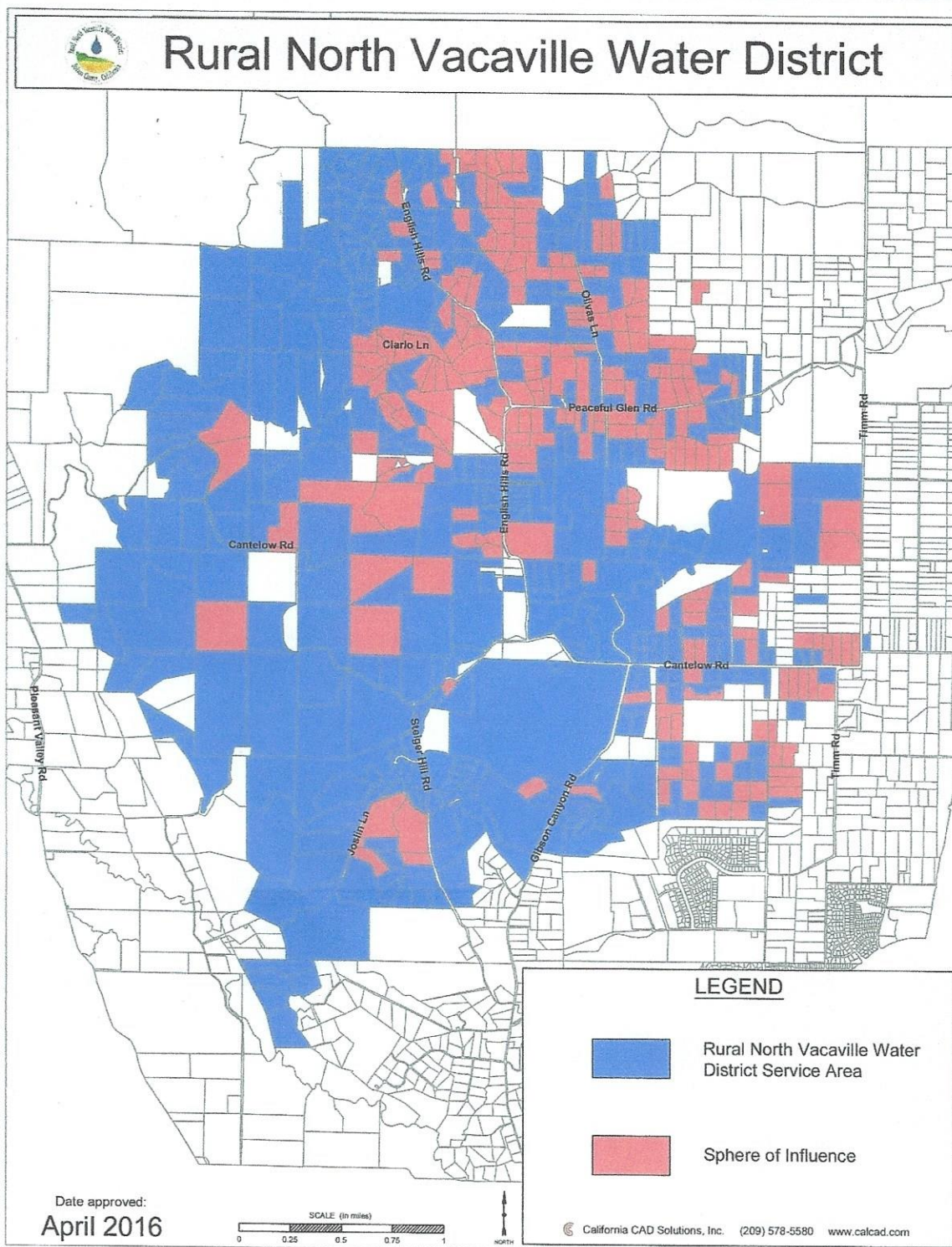
Property owners can also opt out of fire water service. Water for fire protection is currently provided for a total of 711 parcels located within the District's larger Sphere of Influence. Some of the fire service parcels are also considered 'island parcels' disconnected from the of majority contiguous parcels within the District's Sphere of Influence. (Coastland DCCM Condition Assessment 4/2023)

1.2 Legislation

California Water Code Requirements

The California Water Code (CWC) documents specific requirements for California water suppliers. The Urban Water Management Act (Act) is included in the CWC and specifies the required elements of a UWMP, including discussing the District's water system and facilities, calculating how much water its customers use (i.e., water demand) and how much the District

Figure 1.1.1 Sphere of Influence (SOI)



can supply, and detailing how the District would respond during a drought or other water supply shortage. Also, a UWMP must describe what specific coordination steps were taken to prepare, review, and adopt the plan.

The Act has been revised over the years. The Water Conservation Act of 2009 (also known as Senate Bill X7-7) required retail water agencies to establish water use targets for 2015 and 2020 that would result in statewide water savings of 20 percent by 2020. Because the District is not defined as an urban water supplier, the District was not required to establish and meet baselines and targets for daily per capita water use, and is not required to comply with Senate Bill (SB) X7-7.

STRATEGIC GOAL A: PROTECT CURRENT WATER RIGHTS FROM EXTERNAL THREATS THROUGH OVERSIGHT AND COLLABORATION ON LEGISLATIVE ACTIONS.

The 2014 to 2016 drought has led to further revisions to the Act under the 2018 Water Conservation Legislation to improve water supply planning for long-term reliability and resilience to drought and climate change. Changes presented by legislation include:

- Five Consecutive Dry-Year Water Reliability Assessment: Analyze water supply reliability for five consecutive dry years over the planning period of this WMP/SP (see Chapter 6).
- Drought Risk Assessment: Assess water supply reliability from 2021 to 2025 assuming that the next five years are dry years.
- Seismic Risk: Identify the seismic risk to the water supplier's facilities and have a plan to address the identified risks; the region's Local Hazard Mitigation Plan may address this requirement.
- Energy Use information includes reporting on the amount of electricity used to obtain, treat and distribute water. With the activation of Well #2 and projected production use of 50% with Well #1 the KWH will dramatically change between the two Stations in the new fiscal year. See Figure 1.2.1 on the following page.
- Water Shortage Contingency Plan (WSCP): Prepare a WSCP to include an annual process for assessing potential gaps between planned supply and demands, conform with the State's standard water shortage levels (including a shortage level greater than 50 percent) for consistent messaging and reporting, and provide water shortage responses that are locally appropriate.

CHAPTER 2 Strategic Plan Preparation

2.1 Basis for Strategic Plan Preparation

The District served over 400 customers a total of 83,742 CCF of water in FY 2022/2023.

Table 1.2.1 Energy Use from PGE Billing Data

SITE	KILOWATT HOURS (KWH)
Well # 1	149,101
Well # 2	9,042
Station # 3	62,711
Station # 4	16,373
Station # 5	10,055
TOTAL	247,283
Total Water Production, FY 2022/23	83,742 CCF
2.9529 KWH to produce 1 CCF	

Information on the District's system is summarized in Table 2.1 and 2.2

Table 2-1. DWR Public water system summary

Type of Supplier	Public Water System Name	Number of Connections 2023	Volume of Water Supplied FY 2022, CCF
ID# 12054840000	RNVWD	417	83,742

2.2 Fiscal Year is the Unit of Measure

Data reported in this WMP/SP is on a fiscal July through June year basis, and volumes are in CCF that include nonrevenue water.

Table 2-2. Supplier Identification

Type of Supplier	Fiscal or Calendar Year	Units of Measure
Retailer	Fiscal Year	100 Cubic Feet (CCF)

2.3 Strategic Planning Coordination and Outreach

The District's WMP/SP reports solely on its distribution service area. However, the District coordinates its efforts with local agencies in order to manage water sustainably in the region. The Solano County Water Agency (SCWA) is a wholesaler which supplies surface water to other agencies in the region. The District coordinates closely with the Solano Irrigation District and the Solano Local Agency Formation Commission (LAFCO). Every 5 years the District reviews the Sphere of Influence (SOI) and the Municipal Service Review with LAFCO.

STRATEGIC GOAL B: STRIVE FOR A UNIFIED WORK FORCE BY STREAMLINING INTERNAL

PROCESSES AND IMPROVING COMMUNICATION WITH OPERATIONS AND STAFF.

STRATEGIC GOAL C: CREATE STRONGER ALIGNMENT AMONG BOARD OF DIRECTORS, MANAGEMENT AND STAFF BY ALIGNING VISION AND GOALS.

STRATEGIC GOAL D: INCREASE KNOWLEDGE OF BEST MANAGEMENT PRACTICES FOR ASSET MANAGEMENT BY INTERACTING WITH OTHER AGENCIES AND PARTICIPATING IN EDUCATIONAL VENUES.

CHAPTER 3 System Description

3.1 General Description

Rural North Vacaville Water District is a Community Services District (CSD) that was formed in 1996, to provide potable water for domestic use and fire suppression purposes. The water system serves an unincorporated community in Solano County that lies north of the city of Vacaville in the Cantelow Road, English Hills, Gibson Canyon, and Steiger Hill neighborhoods (English Hills area). The District encompasses 5,162.7 acres of rural residential and agricultural lands and serves a population of approximately 1,118 residents.

According to the State Division of Drinking Water, the district provides a reliable and adequate water supply to meet the needs of its current customers based on the use of Well #1 and Well #2 as the primary sources. Well #2 is in compliance with the provisions of its domestic water supply permit, which became active on October 18, 2023.

The District operates and manages a public water system whose sole source of water comes from two groundwater wells, drilled to a depth of approximately 1,400 feet, located in the basal zone of the Tehama Formation aquifer. Each well is equipped with 75 horsepower pumps. Well #1 and Well #2 have standby generators (in the event of a PG&E outage) and Well #2 also has a pump capacity of 350 gpm. The District has taken action to bring Well #2 into compliance and it is now in active status. Groundwater from the wells is chlorinated before being pumped into two 300,000 gallon water storage tanks and gravity feed the distribution system aided by booster pumps. Treated water is then delivered to 417 customers, via some 40 miles of distribution mains consisting mostly of Class 150 and 200 PVC pipes ranging in size from 4 inches to 12 inches in diameter across five pressure zones. Water from this reservoir is lifted to another steel reservoir in Zone 4 using pumps at Station 3. Zones 1 and 2 can receive water directly from the wells or via gravity from the steel reservoir in Zone 3. Pressure reducing valves keep the pressure in zones 1 and 2 at usable levels. Water from the steel reservoir in Zone 3 is also lifted to zones 4 and 5 using pumps located at Station 4. The steel hydro-pneumatic tank at Station 4 provides pressure surge protection for zones 4 and 5. Additional pressure for water delivered to Zone 5 by Station 4 is provided by small booster pumps at Station 5. Station 5 is also equipped with a hydro-pneumatic tank to reduce hydraulic surge and maintain a more constant pressure in this zone. See Figures 3.1.1, 3.1.2, and 3.1.3 on the following pages. (Coastland DCCM Condition Assessment 4/2023)

3.2 Current Water Consumption and Future Demand

RNVWD's water was designed to have sufficient capacity to serve 800 households based on an Engineer's Report at the time of District formation. In addition to the parcels that benefit from

domestic water service, the system also provides water to 78 hydrants that serve as fire refill stations servicing approximately 711 parcels. The system has sufficient capacity to deliver a reliable and adequate water supply to the target population of 533 households. However,

3.1.1 - Water Rights (WR)/Connections Allocated (as of December 31, 2022) Municipal Service Review 4/22/2022

		Number of Parcels	Parcels with a Single Water Right	Parcels with Multiple Water Rights	Parcels with No Water Rights
CURRENT	In District	480	381	25	74
	In SOI (Sphere of Influence)	217	1	0	216
	Outside	2	2		
	Total	699	384	25	290
		Purchased		District Owned	Total Water Rights
WATER RIGHTS	In District	528			528
	In SOI	1			1
	Outside	2			2
	District Owned	2		2	2
	Total	533		2	533
		Lot Splits	Parcels without Water Rights	Potential Growth	Net Additional Water Rights
POTENTIAL GROWTH	In District	259	74	333	333
	In SOI	32	216	248	248
	Outside	Future long-range planning study regarding infrastructure needs			
	Multiple WRs	0	0	0	(25)
	District Owned	0	0	0	-25
	Total	291	290	581	543

future growth in the English Hills area will require a long term solution that addresses the need for a public water supply. Current hydrology modeling will assess the potential for increases in water rights made available within the Sphere of Influence for the inclusion of Additional Dwelling Units (ADU), other new constructions from parcel divisions and potential annexations to the District. This potential for growth with the sale of new water rights would certainly benefit the District's financial status. (See Figure 3.2.1 below)

Figure 3.1.2 Water Distribution System Diagram
Municipal Service Review 4/22/2022

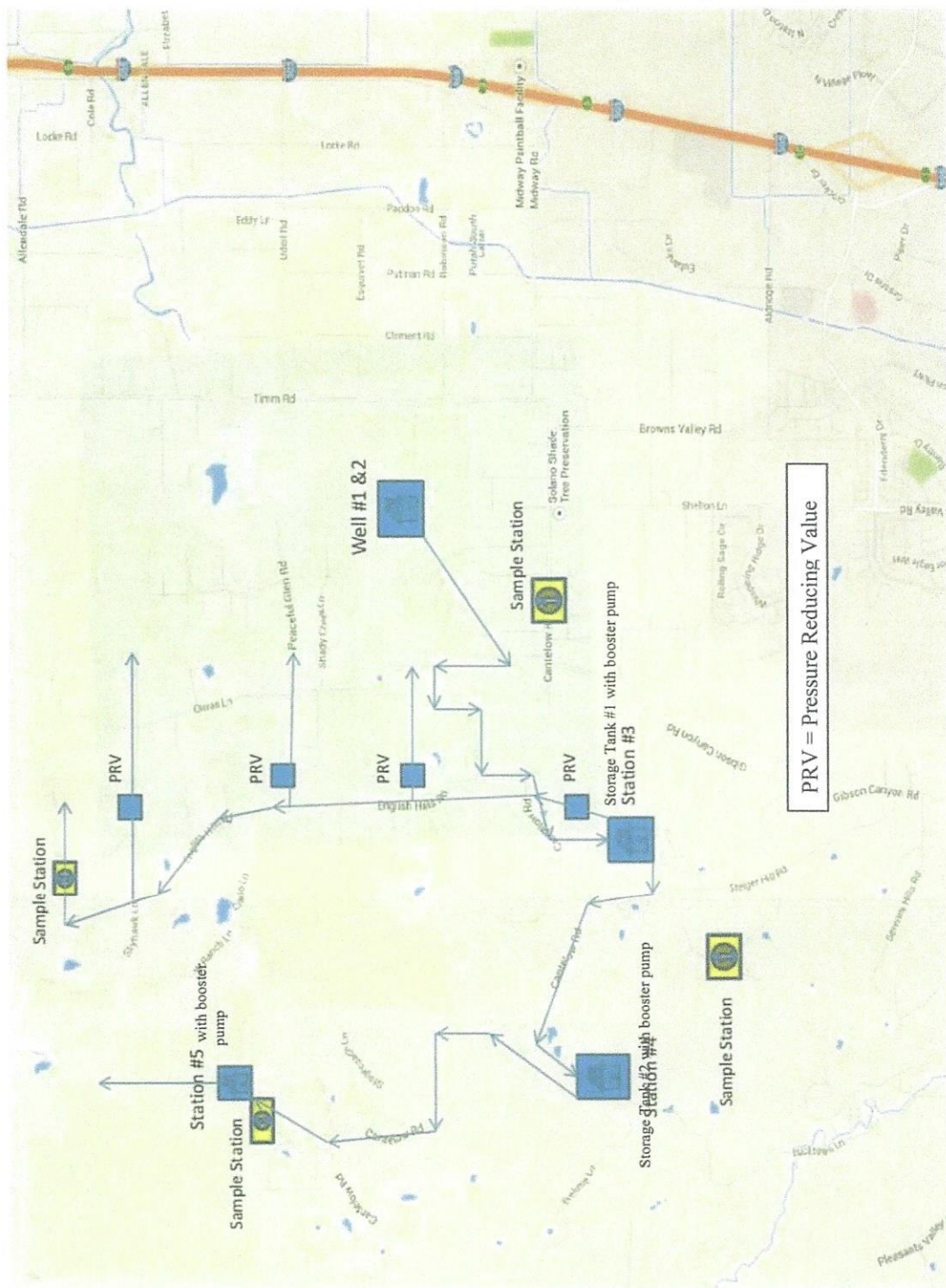


Figure 3.1.3 System Map CALCAD.COM

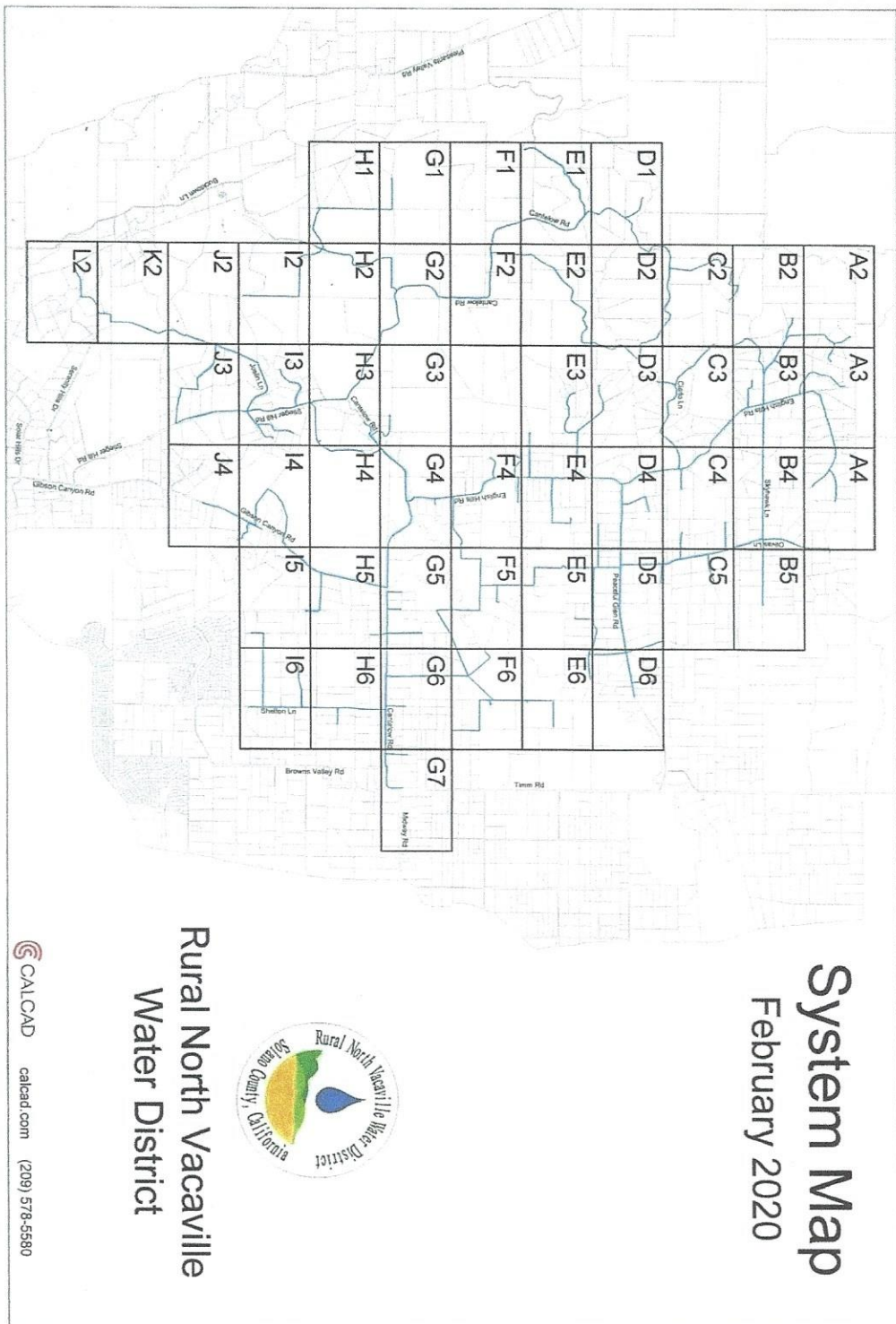


Table 3.2.1

Metered Water Use/Projected*	
2012/2013	44,693
2013/2014	39,763
2014/2015	55,904
2015/2016	51,655
2016/2017	54,050
2017/2018	45,928
2018/2019	58,463
2019/2020	50,431
2020/2021	72,687
2021/2022	73,437
2022/2023	70,798
2023/2024*	75,000
2024/2025*	81,000
2025/2026*	83,000
2026/2027*	87,000
2027/2028*	90,000

3.3 Replacement Capital Cost Projections

The District maintains a 10 year capital replacement strategic plan. The strategic plan includes projections to the useful life of the current system. Replacement of the facilities are usually smoothed over several years to limit the disruption to service and limit the financial burden on users of the system.

Useful service of facilities depends on the quality of materials, original installation, and actual use conditions. Groundwater wells and hydro-pneumatic distribution systems generally experience more wear than stored water gravity systems. Changes in groundwater levels increase horsepower requirements on a frequent basis generating additional heat in electrical components. Suspended solids in the aquifer water also wear impellers at the bottom of the well. Pressure surge transients occur frequently in hydro-pneumatic systems causing greater stress on pipe walls. Facilities are replaced sooner in water wells and distribution piping under these conditions.

over several years to limit the disruption to service and limit the financial burden on users of the system.

Useful service of facilities depends on the quality of materials, original installation, and actual use conditions. Groundwater wells and hydro-pneumatic distribution systems generally

experience more wear than stored water gravity systems. Changes in groundwater levels increase horsepower requirements on a frequent basis generating additional heat in electrical components. Suspended solids in the aquifer water also wear impellers at the bottom of the well. Pressure surge transients occur frequently in hydro-pneumatic systems causing greater stress on pipe walls. Facilities are replaced sooner in water wells and distribution piping under these conditions.

Funding options greatly affect the timing of future improvement. Accruing money over time is the cheapest funding approach. Large Capital improvements can be funded with bonds, loans or grants.

STRATEGIC GOAL E: CONTINUE UPDATING ESTABLISHED FISCAL/FUNDING MANAGEMENT PRACTICES.

STRATEGIC GOAL F: DEVELOP ANNUAL FINANCIAL PLANS THAT ALIGN CAPITAL IMPROVEMENT PROJECTS WITH THE APPROVED RATE STRUCTURE.

STRATEGIC GOAL G: PROVIDE SEMI-ANNUAL FORECASTING OF BUDGET-TO-ACTUAL FINANCIAL DATA TO THE PUBLIC AND BOARD OF DIRECTORS.

STRATEGIC GOAL H: SEEK OPPORTUNITIES FOR ALTERNATE FUNDING SOURCES TO AUGMENT REVENUE TO BUILD RESERVES INCLUDING ADDING MORE WATER RIGHTS FOR SALE.

STRATEGIC GOAL I: ENCOURAGE THE SPHERE OF INFLUENCE EXPANSION AND ANNEXATION.

3.4 Proposed Capital Improvements

Economics for a small district of fewer than 500 customers against the costs of the infrastructure maintenance and system age are not good. A Condition Assessment Report has been completed that looks 70 years ahead into the future of the District. Twenty years of daily operation has already resulted in major maintenance and replacement efforts for the system. Maintenance and replacements will continue as equipment approaches its useful life. Improvements to reduce operating effort and improve system reliability are also planned by the District.

Much of the District's recent repairs and maintenance have focused on the source wells. Pumps in wells #1 and #2 were replaced, the chlorine addition system located at supply well #1 was replaced, and an arsenic removal system added to well #2 could regularly be used in the system. A spare pump and motor were purchased for use in the supply wells to reduce the time these wells are out of service.

Capital improvements and major repairs forecast for the future include new coating and corrosion repairs for the steel reservoirs at Station 3 and 4, replacement piping in the landslide area on Cantelow Road and recurring pressure testing of the hydro-pneumatic tanks at Stations 4 and 5. Inspection of wells #1 and #2 could also result in major repairs. (Coastland DCCM Condition Assessment 4/2023). Other capital improvement projects pending are solar generation systems for all 5 stations and a potential wind turbine for station #4.

STRATEGIC GOAL J: DEVELOP AN ANNUAL CAPITAL IMPROVEMENT PROGRAM THAT IS

DEVELOPED AND PRIORITIZED ON RISK, CONDITION ASSESSMENT, CAPITAL ASSETS AND ALIGNED WITH APPROVED BUDGET.

STRATEGIC GOAL K: OPTIMIZE EQUIPMENT AND ASSETS MANAGEMENT (E.G. CREATE COLLECTIVE PURCHASING AGREEMENTS AND ANNUAL ASSET PURCHASING PLANS).

STRATEGIC GOAL L: DEVELOP RESOURCE (STAFFING/BUDGET) PLAN FOR ALL PROJECTS TO INFORM ON APPROPRIATE LEVELS OF OUTSOURCING.

3.5 Added Water Storage

Another failure point is limited storage in the system for unforeseen events, such as: fire, landslides or pipeline breaks. State required redundancy is satisfied by the existing tanks. However, the northerly portion of the distribution system lacks any storage. Additional storage in zones 4 and 5, or both, would provide needed fire storage in the northerly area that would also simplify operations if one of the existing tanks were emptied for repairs and maintenance. Modeling and operations assessment would determine the quantity and location for added storage. Bypassing potential failure points in the system is also an important criterion for the location of added storage. (Coastland DCCM Condition Assessment 4/2023)

3.6 Future Water Supply

Groundwater is the only supply for the system. The source has been reliable since 2003 and continues to approach a stable drawdown in the Solano Subbasin per the most recent groundwater monitoring report. Population growth in Solano County will increase the use of ground water in the future. Identifying secondary sources of water for the future is prudent because agreements for water sources can take years to negotiate and receive State approvals. Starting conversation with potential sources will be considered by the District. In addition to alternate long-term sources, providing a short-term emergency source of potable water will be considered for catastrophic events within the District's system. (Coastland DCCM Condition Assessment 4/2023)

STRATEGIC GOAL M: ENSURE SUSTAINABLE WATER SUPPLY.

STRATEGIC GOAL N: EVALUATE NEW WATER SUPPLY OPTIONS

3.7 Supervisory Control and Data Acquisition (SCADA) and System-Wide Computer Model

One method to increase reliability of the overall system is to integrate the data from remote monitoring into the computer model. Keeping the complexity of the model to a minimum would provide quick assessment of changes in water age and pressure throughout the system. Models can be used to evaluate locations where added storage or emergency water sources are effective. Databases within the models can also identify facilities maintenance and replacement schedules. These systems also provide continuity during changes in staff or transition in management.

STRATEGIC GOAL O: UPDATE OPERATIONS AND MAINTENANCE PROGRAMS AND ENHANCE TECHNOLOGY THAT FOCUSES ON PRIORITIZED, PROTECTIVE AND PREVENTATIVE MAINTENANCE.

STRATEGIC GOAL P: USE TECHNOLOGY/INNOVATION TO IMPROVE STAFF EFFICIENCY OF OPERATIONS (E.G. GIS, SCADA, GPS, ETC.).

3.8 Climate

The climate in the District is characterized by dry, warm to hot summers, with wet, cool winters. The District experiences warm springs, summers and early falls, winters can be foggy and cold, but snow is exceedingly rare. Average monthly temperatures range from lows around 40 degrees Fahrenheit to highs above 95 degrees Fahrenheit. (Western Regional Climate Center, 2010)

3.8 Climate Change

Changing climate has the potential to have significant impacts to the District's use of water resources. Impacts from climate change are still being determined, but projections for the regions include:

- Increased variability in temperature, with an overall increase in temperature. Daily average high temperatures are estimated to increase by 8-14 degrees Fahrenheit by the end of the century.
- Changes in timing and frequency of annual precipitation with more extreme wet and dry conditions, including more frequent, severe, and prolonged droughts.
- Increased wildfire frequency.

Potential impacts from climate change to water management were prioritized based on those likely to be of the most concern in the region. These included increased flooding, changes in water demand, decreased water supply reliability, and water quality changes. It is difficult to quantify expected climate related changes to water demand, but changes are expected.

Potential impacts of climate change are incorporated into water use projects, water supply projections and the District's drought risk assessment. (City of Vacaville UWMP 6/2021)

3.9 Land Use

Water use projections used in this WMP/SP, are based on the land uses identified in the Solano County Plan. Efforts were coordinated with the Coastland DCCM, April 21, 2023, Initial Conditions Assessment to best identify current and projected water uses within the existing service area and the anticipated growth areas. This information was used to develop water demand factors for existing and future land uses, as well as, identify overall water demand expected in the future.

CHAPTER 4 Customer Water Use

4.1 Water Use

Information on past, current water, and projected potable water use within the District is described in this chapter. The District currently provides only potable water. Water use within the District over the last five years has steadily increased 8%. Water is lost from the District's distribution system through leaks. Water meters continue to be replaced.

STRATEGIC GOAL Q: MEET OR EXCEED REGULATIONS FOR CLEAN AND SAFE WATER INCLUDING DEVELOPING A COMPREHENSIVE GROUNDWATER AND CONTAMINATES PLAN.

4.2 District System Water Loss

Projected water usage within the District's service area was determined based on a percentage increase each five year period consistent with the service area.

CHAPTER 5 System Supplies

This chapter describes and quantifies the District's existing water supply sources.

5.1 Groundwater

The District currently operates two wells to pump groundwater from the basin underlying the District. This section provides a description of this groundwater basin and how the groundwater is managed.

The District's sole water supply source is from groundwater wells. The Solano Subbasin Groundwater Sustainability Plan (GSP) was completed in November 2021 and serves as a guide for the sustainable groundwater management of the Solano Subbasin (DWR Basin No. 5-21-66). The Solano Subbasin underlies the District and is a part of the Sacramento Valley Basin. The Sacramento Valley Groundwater Basin has been divided into several smaller subbasins using institutional boundaries established by DWR. The Sacramento Valley Groundwater basin is located in north central California and is bounded on the east by the Sierra Nevada and Cascade Ranges, and on the west by the North Coast Range. The Sacramento Valley Groundwater Basin also extends from about 5 miles north of Red Bluff southward for 150 miles to the Sacramento San Joaquin Delta and covers an area of approximately 6,000 square miles.

The Solano Subbasin is bounded by Putah Creek on the north, the Sacramento River on the east, the North Mokelumne River on the southeast, the San Joaquin River of the south, the non-water bearing geologic units of the Great Valley Sequence on the northwest and the Suisun-Fairfield Valley Basin on the south side. The western hydrologic divide corresponds to the crest of the English Hills and Montezuma Hills and separates the Solano Subbasin from the Suisun-Fairfield Groundwater Basin. (City of Dixon UWMP 2020)

The District has partnered with other local users through the Solano Subbasin Groundwater Sustainability Agency (GSA). The Solano Subbasin GSA is a part of the Solano Collaborative, which comprises a total of five GSAs to manage the groundwater basin. The following sections describe the groundwater basin management, historical groundwater use, and projected groundwater use.

5.2 Groundwater Basin Management

This section discusses historical groundwater management in the Solano Subbasin and evolving management structures required by the Sustainable Groundwater Management Act of 2014 (SGMA). The Solano Subbasin is not adjudicated, and DWR has not identified the subbasin as either in overdraft or expected to be in overdraft. Adjudication is defined as an action filed in the Superior or Federal District court to determine the rights to extract groundwater from a basin or store water within a basin, including but not limited to, actions to quit title respecting rights to extract or store groundwater or an action brought to impose physical solution on a basin.

Prior to the completion of the Solano Project in 1959, groundwater was extensively used in Solano County for municipal and agricultural supplies. The DWR Bulletin 118 reports that the groundwater elevations prior to 1912 represent the groundwater basin in its natural state. Between the years 1912 and 1932, precipitation was below average, which resulted in lower groundwater levels. In 1932 to 1941 groundwater levels recovered slightly because of above average precipitation. After 1941, groundwater levels declined due to increasing agricultural and urban development and the levels reached their lowest in the 1950s.¹

The Solano Project refers to United States Bureau of Reclamation project to store surface water in Lake Berryessa for potable and non-potable uses primarily in Solano County. One of the primary reasons behind the Solano Project was to correct the overdraft of groundwater, which was occurring in agricultural areas. Since 1959, when the Solano Project began to supply surface water to Solano County, the overdraft of groundwater has halted, and the groundwater levels have rebounded in most areas of the Solano Subbasin. Groundwater level data presented in the North Central Solano County Groundwater Resources Report and additional data published by DWR, show that the subbasin is in a state of equilibrium. The groundwater levels are not permanently impacted by multiple dry years and data also shows slight variation in response to climatic conditions.

SGMA, a three-bill legislative package composed of Assembly Bill (AB) 1739 (Dickinson), and SB 1319 (Pavley) was passed in September 2014. The legislation provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention when necessary to protect the resource. The legislation lays out a process and a timeline for local authorities to achieve sustainable management of groundwater basins. It also provides tools, authorities, and deadlines to take the necessary steps to achieve the goal. For local agencies involved in implementation, the requirements are significant and can be expected to take years to accomplish. The State Water Resources Control Board (State Water Board) may intervene if local agencies do not form a GSA and/or fail to adopt and implement a GSP.

Since the Solano Subbasin was designated as a medium priority subbasin a GSP was required to be developed and submitted to DWR by January 31, 2022. The District is a part of the Solano Subbasin GSA. The Solano Subbasin GSA is a Joint Powers Agency representing the City of Dixon, City of Rio Vista, Solano County, Dixon Resource Conservation District (RCD), Solano RCD, Maine Prairie Water District and Reclamation District (RD) 2068 and associated members from the Solano Farm Bureau, Solano County Agricultural Advisory Committee, Cal Water Dixon, and RNVWD.

The Solano Subbasin GSA is part of the Solano Collaborative which is made up of a total of five GSAs located in the Solano Subbasin. The five GSAs include the following:

- Solano Subbasin GSA
- City of Vacaville GSA

¹ DWR, 2004, California's Groundwater, Bulletin 118, Sacramento Valley Groundwater Basin, Solano Subbasin, February 27

- Northern Delta GSA
- Sacramento County GSA
- Solano Irrigation District GSA

The Collaboration Agreement, which formalizes the coordination between the five GSAs to develop a single GSP, was executed on February 4, 2020. Each of the GSAs in the Solano Collaborative has one appointed individual to represent the respective GSA in the development of the Solano Subbasin GSP. The Collaboration Agreement allows the various agencies to work collaboratively to meet the requirements of SGMA. Existing groundwater and surface water monitoring programs have been implemented by a variety of local, state, and federal agencies and are often dictated by statutory and regulatory requirements. The Solano Collaborative plans to continue using these monitoring programs to manage the Solano Subbasin. (City of Dixon UWMP 2020)

STRATEGIC GOAL R: MANAGE AQUIFER HEALTH THROUGH REGIONAL COLLABORATION.

5.3 Groundwater Monitoring

Groundwater monitoring efforts is a critical component of managing the District's water resources. The California Statewide Groundwater Elevation Monitoring (CASGEM) program establishes a permanent, locally managed program of regular and systematic monitoring in California's alluvial groundwater basins. SCWA is the designated monitoring entity for the Solano Subbasin and submits regular reports of groundwater elevation to DWR.

5.4 Sustainable Groundwater Management Act

In September 2014, the California Legislature passed the Sustainable Groundwater Management Act, which established a groundwater management structure within California and empowered local agencies to manage groundwater basins sustainably. The Sustainable Groundwater Management Act also required any agencies within medium and high priority basins to prepare Groundwater Sustainability Plans by January 2022. The District's GSA has been collaborating and continues to work with other GSAs within the Solano Subbasin to develop a single GSP which will identify how the agencies will manage local groundwater resources.

5.5 Historical Groundwater Pumping

Since Fiscal Year (FY) 2012/2013 the annual metered groundwater pumping within Solano Subbasin has varied from a low of 39,763 CCF to a high of 73,437 CCF in FY 2021/2022.

5.6 Summary of Existing and Planned Sources of Water

While the sources of water for the District will remain the same, the volume of water allocations will continue to increase over the years per the existing agreements to accommodate the projected growth in the District.

5.7 Energy Intensity of Water Supply

As required by California Water Code Section 110631.2 (a), information is provided on the energy used to manage the District's water supplies. All District facilities are billed for electricity