

# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS MEETING

### BOARD OF DIRECTORS:

#### **Chair:**

Mayor Ronald Kott  
City of Rio Vista

#### **Vice Chair:**

Director Sean Favero  
Main Prairie Water District

Mayor Steve Young  
City of Benicia

Mayor Steve Bird  
City of Dixon

Mayor Catherine Moy  
City of Fairfield

Director Dale Crossley  
Reclamation District No. 2068

Supervisor Erin Hannigan  
Solano County District 1

Supervisor Monica Brown  
Solano County District 2

Supervisor Wanda Williams  
Solano County District 3

Supervisor John Vasquez  
Solano County District 4

Supervisor Mitch Mashburn  
Solano County District 5

Director J.D. Kluge  
Solano Irrigation District

Mayor Alma Hernandez  
City of Suisun City

Mayor John Carli  
City of Vacaville

Mayor Robert McConnell  
City of Vallejo

### GENERAL MANAGER:

Chris Lee  
Solano County Water Agency

**DATE:** Thursday, October 12, 2023

**TIME:** 6:30 P.M.

**PLACE:** Berryessa Room  
Solano County Water Agency Office  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

### **Remote participation available under AB 2449:**

Please review insert after agenda regarding AB 2449.

### **Zoom Information:**

<https://us02web.zoom.us/j/83363088045?pwd=akxrSVU0OG1HaUh0NEVRNTFoMVNqUT09>

**Meeting ID: 833 6308 8045 | Passcode: 810810**

**One tap mobile: +16699006833,,83363088045#,,, \*810810#**

**Phone Number: +1 669 900 6833**

1. **CALL TO ORDER**
2. **AB 2449 STATEMENT**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**

*If you wish to make a Public Comment, please contact the Secretary at: [clee@scwa2.com](mailto:clee@scwa2.com) to expedite the process, thank you. Public Comments may still be made during the meeting without prior notice.*

### 6. **CONSENT ITEMS** (estimated time: 5 minutes)

(A) **Minutes:** Approval of the Minutes of the Board of Directors meeting of August 10, 2023.

(B) **Expenditure Approvals:** Approval of the August and September 2023 checking account register.

810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688  
Phone (707) 451-6090 • FAX (707) 451-6099  
[www.scwa2.com](http://www.scwa2.com)



- (C) Quarterly Financial Reports: Approve the Income Statement and Balance Sheet of September 2023.
- (D) Appropriations Limit for Fiscal Year 2023-2024: Approve Resolution Number 2023-05 of the Solano County Water Agency establishing the fiscal year 2023-2024 state appropriations limit of \$19,615,564.
- (E) Lake Berryessa Mussel Prevention Program Grant Application: Adopt Resolution 2023-06 authorizing General Manager or designee to execute grant agreements and any other documents necessary to secure California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant.
- (F) Solano Project Contract Renewal: Authorize General Manager to execute the Letter of Agreement (LOA) establishing a reimbursable account for the Solano Project Contract Renewal between the United States and SCWA. Authorize General Manager to enter into all agreements and procurements as necessary to move forward, complete, and fully execute the Solano Project Contract Renewal between the United States and SCWA.
- (G) Contract Amendment with Ovivo USA for Maintenance Support of the PSC Screen Cleaner: Authorize General Manager to execute \$30,000 contract amendment with Ovivo USA, LLC for additional maintenance and service support of the Putah South Canal (PSC) Headworks screen cleaning equipment.
- (H) Contract Amendment with CBEC for PSC Hydraulic Model Development: Authorize General Manager to execute \$44,000 contract amendment with CBEC for the Putah South Canal (PSC) hydraulic model development.
- (I) Contract Amendment with TERRA Realty Advisors for Realty Services: Authorize General Manager to execute \$60,000 contract amendment with TERRA Realty Advisors for realty service support.
- (J) Contract Amendment with LSA Associates for Environmental Permitting Assistance: Authorize General Manager to execute \$60,000 contract amendment with LSA Associates, Inc. for environmental permitting assistance in support of the Lower Putah Creek Chinook Salmon Spawning Habitat Project (aka Nishikawa Project) and culvert replacement projects along the Ulati Flood Control Project right-of-way.
- (K) Agreement with Lincoln Concepts for Federal Government Relations: Authorize General Manager to execute \$57,000 Agreement with Lincoln Concepts for Federal Government Relations.

7. **BOARD MEMBER REPORTS** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

8. **GENERAL MANAGER'S REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

9. **SOLANO WATER ADVISORY COMMISSION REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

10. **BOARD OF DIRECTORS TO ELECT VICE-CHAIR OF BOARD TO REPLACE OUTGOING VICE-CHAIR** *(estimated time: 5 minutes)*

RECOMMENDATION: Board of Directors to elect Vice-Chair of Board to replace outgoing Vice-Chair.

11. **GENERAL COUNSEL LEGAL SERVICES** *(estimated time: 5 minutes)*

RECOMMENDATIONS:

1. Authorize General Manager to sign Retention Agreement with Downey Brand for General Counsel Legal Services.
2. Authorize General Manager to sign the Conflict Waiver with Downey Brand for General Counsel Legal Services.

12. **MANAGEMENT OF THE NATIVE PLANT NURSERY AT SACKETT RANCH** *(estimated time: 10 minutes)*

RECOMMENDATION: Authorize General Manager to sign Agreement with Putah Creek Council for Management of the Native Plant Nursery at Sackett Ranch.

13. **PURCHASE/BUYOUT OF FLOODED EXCAVATOR** *(estimated time: 5 minutes)*

RECOMMENDATION: Authorize General Manager to purchase the flooded CAT 315 excavator from Holt for \$175,000 as recommended by ACWA JPIA (our insurance carrier).

14. **LEGISLATIVE UPDATES** *(estimated time: 10 minutes)*

RECOMMENDATIONS:

1. Hear report from Committee Chair on activities of the SCWA Legislative Committee.
2. Hear report from Bob Reeb of Reeb Government Relations, LLC.

15. **WATER POLICY UPDATES** *(estimated time: 10 minutes)*

RECOMMENDATIONS:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.

3. Hear report from Supervisors Vasquez and Mashburn on activities of the Delta Counties Coalition, Delta Protection Commission, and Delta Conservancy.
4. Receive written report from Elizabeth Patterson on activities of the North Bay Watershed Association.

**16. TIME AND PLACE OF NEXT MEETING**

Thursday, November 9, 2023, at 6:30 p.m. at the SCWA offices.

*The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at <https://www.scwa2.com/governance/board-meetings-agendas-minutes/>*

Any materials related to items on this agenda distributed to the Board of Directors of Solano County Water Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

October.2023.BOD.Agenda



## **AB 2449 Provides Remote Options for Public Agencies**

Despite the end of the COVID-19 pandemic, public agencies still have options available to them if they need to exercise remote participation for members of their legislative bodies. AB 2449 provides that if a quorum of the legislative body participates in person, a member of a legislative body may participate remotely so long as the member provides prompt notice and the need for remote participation falls under one of the statutorily defined exceptions. The member does not need to identify their location nor ensure it is accessible to the public.

Members of legislative bodies can use AB 2449 to participate remotely if there is “just cause” or if “emergency circumstances” exist. “Just cause” is defined as any of the following:

- Providing childcare or caregiving of a parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires the member to participate remotely.
- A contagious illness that prevents attendance in person.
- Tending to a need related to a physical or mental disability.
- Travelling for business of the legislative body or another state or local agency.

“Emergency circumstances” are defined as follows:

- A physical or family medical emergency that prevents a member of a legislative body from attending in person.

## **Notice Must be Provided to Utilize AB 2449’s Provisions**

In order to utilize the provisions of AB 2449, members of a legislative body must inform their public agency at the earliest possible opportunity of their need to participate remotely, which can include before the start of the meeting. The member must also provide a general description of the circumstances that require remote participation. In the case of emergency circumstances, the member must actually request that the legislative body allow them to participate remotely and the legislative body has to take action on this request.

**Any member participating remotely because of just cause or emergency circumstances must publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals.**

## **Members and Public Must have Option to Participate in Meetings both Audibly and Visually**

When a member participates remotely, he/she must utilize both audio and visual capabilities to effectuate compliance with the statute. Therefore, members of public agencies cannot use a call in only option to attend meetings, they must be on camera. Additionally, the legislative body is responsible for ensuring that the public can also participate in meetings remotely. This includes providing a way for the public to remotely hear, visually observe, and remotely address the legislative body. Furthermore, members of the public can no longer be required to submit their comments prior to the meeting but instead must be allowed to give comments in real time.

# CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY  
BOARD OF DIRECTORS MEETING MINUTES  
MEETING DATE: August 10, 2023**

The Solano County Water Agency Board of Directors met this evening in the Board Room located at the Water Agency office in Vacaville. Attending were:

Mayor Steve Young, City of Benicia  
Mayor Steve Bird, City of Dixon  
Mayor Catherine Moy, City of Fairfield  
Mayor Ronald Kott, City of Rio Vista  
Mayor John Carli, City of Vacaville  
Councilmember Mina Diaz, City of Vallejo  
Supervisor Erin Hannigan, Solano County District 1  
Supervisor Monica Brown, Solano County District 2  
Supervisor John Vasquez, Solano County District 4  
Supervisor Mitch Mashburn, Solano County District 5  
Director Sean Favero, Maine Prairie Water District  
Director J.D. Kluge, Solano Irrigation District

**CALL TO ORDER**

The meeting was called to order by Chair Kott at 6:30-pm.

**APPROVAL OF AGENDA**

On a motion by Supervisor Vasquez and a second by Supervisor Mashburn the Board unanimously approved by roll call vote the agenda.

**PUBLIC COMMENT**

There was no public comment.

**CONSENT ITEMS**

On a motion by Supervisor Hannigan and a second Supervisor Vasquez the Board unanimously approved by roll call vote the following consent items:

- (A) Minutes
- (B) Expenditure Approvals

**BOARD MEMBER REPORTS**

There were no board member reports.

**GENERAL MANAGERS REPORT**

General Manager Chris Lee introduced Aaron Ferguson of Somach Simmons & Dunn which is SCWA's Interim Legal Counsel. Mr. Lee reminded the Board that he is still looking for 1-2 volunteers to be part of the RFP interview panel to determine SCWA's new legal counsel. Lastly, one of SCWA's newest team members, Maritza Flores Marquez was introduced to the Board.

**SOLANO WATER ADVISORY COMMISSION REPORT**

There were no updates from the Solano Water Advisory Commission.

**BOARD OF DIRECTORS COMPENSATION FOR MEETINGS**

General Manager Chris Lee explained that in June 2000 a policy was approved that provided compensation for up to \$200 per month for two meetings. There have been no additional updates to the policy. The Board had a lengthy discussion with a wide range of perspectives on both the compensation per meeting as well as

the monthly limit. A compromise was reached and a revised motion put forward. On a motion by Supervisor Hannigan and second by Mayor Moy the Board approved by roll call vote:

Increase compensation to \$150 per meeting for the Board of Directors, not to exceed \$450 per month.

Director Favero voted no.

**SUSTAINABLE SOLANO LANDSCAPE PROGRAM**

Nicole Newell, Sustainable Landscaping Program Manager, provided an overview of the Sustainable Solano program, and how the program has expanded because of SCWA funding, from the City of Benicia community gardens to throughout Solano County. The primary focus of Sustainable Solano is to use secondary water and do lawn conversions. The program aims to plant vegetation that can attract pollinators, be productive, and lift the supporting ecosystem. Front lawns are prioritized as that can often save the most amount of water. As part of the program, landowners also agree to do public workshops and viewing for up to 5-years. Sustainable Solano also works hard to get the public involved and engaged. Over 30 demonstration gardens have been installed with over 5,000 workshop attendees. Of those attendees, 99% have learned something new. The Sustainable Solano website has videos and resources available. The program also aims to work with local nurseries and vendors.

Director Kluge asked Ms. Newell if the program has other funding sources. Ms. Newell explained that Solano County is providing funding for some of the food producing gardens. Mayor Young shared that he is excited to see how this program has grown from the community gardens in Benicia to the entire County. Supervisor Hannigan asked if there is outreach to parts of Vallejo where there are food deserts? Ms. Newell shared that Sustainable Solano did receive some funding from PG&E and the program was able to focus on several homes within South Vallejo. Supervisor Mashburn asked if the program could be done on public agency owned land, as Fairfield and Vacaville all have public lots. Ms. Newell explained that the program could be done on public land, but there would be a need for continual Operation & Maintenance (O&M). Councilmember Diaz shared that she could help translate languages, as Vallejo has a large Filipino and Latinx population.

**GENERAL STAFFING AGREEMENT BETWEEN SOLANO COUNTY WATER AGENCY AND SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

General Manager Chris Lee explained that in 2017 an agreement was approved between SCWA and the GSA, that SCWA would provide staff support to the GSA. Now that there is a funding source for the GSA, SCWA would like to seek reimbursement of staff time from the GSA. Director Kluge asked if that includes overhead. Mr. Lee explained that the agreement only includes the direct labor charges, and no overhead is applied. Director Kluge shared that in his experience, most agencies include overhead and indirect costs. Mr. Lee explained that the addition of overhead is up to the direction of the Board. After some discussion, the Board decided that they wanted to move forward on the existing recommendations, and to come back with the overhead amounts at the October Board meeting.

On a motion by Supervisor Mashburn and a second by Director Favero the Board unanimously approved by roll call vote:

1. Approve revisions to General Staffing Agreement between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency.
2. Authorize Board Chair to send letter to Solano Subbasin Groundwater Sustainability Agency Board of Directors requesting change to General Staffing Agreement and compensation for Water Agency staff time provided to the Solano Subbasin Groundwater Sustainability Agency starting July 1, 2023.

**PURCHASE OF UTILITY TRUCKS, DUMP TRUCK, SKID STEER LOADER**

General Manager Chris Lee provided a brief explanation of the utility trucks, dump truck, and skid steer loader and the challenge of being able to only find one quote or location to purchase the items. Chair Kott recommended consolidating all three equipment items into one approval, as there were no questions or public

comment on the three equipment purchases. On a motion by Supervisor Vasquez and a second by Supervisor Mashburn the Board unanimously approved by roll call vote:

1. Approve purchase of two Chevrolet 3500HD Silverado Utility Trucks for \$166,704.14.
2. In the event the chosen dealer cannot provide the utility trucks within a reasonable timeframe, authorize Water Agency staff to buy comparable trucks for a total cost not to exceed \$180,000.
3. Approve purchase of a 2023 Kenworth Dump Truck for \$195,248.22.
4. Approve purchase of a 2023 Caterpillar 299D3 HF Skid Steer Loader for \$145,216.33.

#### **WATER AGENCY STAFFING – PERMANENT ASSISTANT ACCOUNTANT**

General Manager Chris Lee provided an overview of Water Agency staffing for the Administration (Admin) Team. The current Admin Team consists of a Senior Accountant, Senior Analyst, and Admin Assistant. There have been no changes to the Admin Team since the Water Agency had a staff of 12 employees. SCWA currently has 22 FTE and 24 PTE at any given time. The Assistant Accountant would take over accounts receivable, help with payroll, and assist with invoice processing.

On a motion by Supervisor Hannigan and a second by Mayor Moy the Board unanimously approved by roll call vote the permanent Assistant Accountant position.

#### **AGREEMENT WITH AG INNOVATIONS FOR CONTINUATION OF STAKEHOLDER ENGAGEMENT SUPPORT FOR PUTAH CREEK WATER MANAGEMENT**

General Manager Chris Lee shared with the Board the importance of the Putah Creek Water Management (PCWM) process and in working with landowners along Putah Creek, including being able to better manage and monitor riparian water use along Putah Creek. Juliana Birkhoff, Managing Facilitator from Ag Innovations provided an overview of the work that has been done to date with the LPCCC. Beginning in 2000, the Putah Creek Accord and Settlement Agreement was reached, which created and mandated that the LPCCC monitor and restore the creek, as well as coordinate with different public agencies. The LPCCC is comprised of Solano Project users and landowners along Putah Creek as well as an extensive list of stakeholders.

In Phase 1, Ag Innovations conducted interviews with landowners, analyzed background documents, interviewed City and SCWA staff members, while SCWA simultaneously executed a contract with MBK to review water rights. Ag Innovations also developed a stakeholder engagement plan and shared a talking points document to help bring everyone on the same page. For Phase 2, Ag Innovations would like to implement a Communications Plan, conduct Stakeholder Engagement activities, and work closely with SCWA and LPCCC to have a suite of improvements to implement. The Phase 2 scope includes monthly outreach with agricultural partners, working with the Farm Bureau and RCDs, as well as two public meetings, focus groups with farmers and water users, as well as a science symposium. The scope also includes weekly and monthly meetings with SCWA and LPCCC.

Supervisor Vasquez asked if landowners would be ok with having a flow meter on their pump? Mr. Lee explained that landowners are already required to have a meter, and most are ok if SCWA or a grant pays for the meters. Supervisor Brown asked haven't we already been doing this for the past 20-years? Mr. Lee explained that over time SCWA has had to release more water, and we want to be as precise as possible and collaborative with all the landowners. Ms. Birkhoff shared that in Ag Innovation's experience it is better to be collaborative and work together towards a common solution and have conversations. In 2023, water is much different than it was 20 years ago. Director Kluge asked who are the new water users? Mr. Lee explained that these are new landowners, and the goal is to get everyone on the same page.

There was public comment from Herb Wimmer, a Putah Creek landowner and member of the LPCCC. The world of water is very different now than it was 5 years ago. SCWA has a huge challenge in managing water down Lower Putah Creek. It is not just about fish, but about the long-term water conservation for managing groundwater and Lake Berryessa.

On a motion by Supervisor Vasquez and a second by Supervisor Mashburn the Board unanimously approved by roll call vote authorization to execute the \$150,000 agreement with Ag Innovation for Phase 2 of Putah Creek Water Management.

**LEGISLATIVE UPDATES**

Bob Reeb provided a brief update on legislative activities. On the non-legislative side, Mr. Reeb scheduled a meet and greet with several Deputy Directors at DWR and SCWA staff members. It was a good meeting, and SCWA was able to update DWR on various local studies including the Water Plus project. Mr. Reeb was also able to reach out to legislative aides from Assemblymember Aguiar-Curry’s office to receive support for grant funding from the California Agricultural Department. On legislation, the legislature has been on summer recess and will return next week to work for four weeks. The legislature will be going through several hundred bills each, and by the end of August we will know what bills are left. There will likely be no major changes on the trailer bills as those were largely completed before summer recess. The legislature is now working on \$70 billion of bonds, which the Governor would like to reduce to \$26 billion. Reeb Government Relations has been focused on the Flood Bond and Climate Resiliency Bonds. Activity will likely continue on the bonds for the November 2024 ballot. The Flood and Climate Resiliency Bond will probably end up in the \$10-\$12-billion range. There will be a series of listening stations related to the bond measures. Continuing to work with SCWA staff in coordination with the State Water Contractors for public benefit and developments of clean energy on the SWP, including support for the Water Plus project. This language has been shared with State Senator Allen and Assemblymember Garcia. On proposed legislation, AB 460, AB 1337, and SB 389 are all opposed by ACWA and the Business Community, which would impact Water Rights, and give more power to the SWRCB. The bills were not advertised that they would change water rights, but they would give the SWRCB significantly more power to make changes. Instead, the goal was to originally provide the SWRCB the ability to deal with illegal diversions such as what happened on the Shasta River and to not go after water rights. On other legislation, have been working with legislative staff to amend AB 809 to have state and federal agencies consult with local agencies like SCWA, to formalize the California monitoring program for salmon and establish a fund. We have also been working with Assemblymember Wilson on AB 779, which deals with groundwater adjudication. The amendment would prevent assigning local agencies sending all related documents to DWR, which would take significant staff time.

**WATER POLICY UPDATES**

There were no updates from staff. Supervisor Vasquez had a Delta Protection Committee meeting in Rio Vista. As part of the meeting, the Delta Water Master had a presentation on using Open ET, which can provide real-time estimates of ET through the Delta. Supervisor Vasquez recommended having a presentation on Open ET at a future Board meeting.

Supervisor Mashburn shared with the Board that the Delta Counties Coalition met with West Valley from Los Angeles, who came up and toured the Delta. The group had a very productive meeting and were very receptive to concerns within the Delta. There was an overall commitment to work together, with a shared frustration at the State. For the Delta Conservancy, they are still giving away money for projects in the Delta.

**TIME AND PLACE OF NEXT MEETING**

Thursday, October 12, 2023, at 6:30 pm at the SCWA offices.

**ADJOURNMENT**

The meeting of the Solano County Water Agency Board of Directors was adjourned at 8:02 pm.

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Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:       October 12, 2023

SUBJECT:   Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for August and September 2023.

FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency’s checking accounts for August and September 2023. Additional backup information is available upon request.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Chris Lee  
General Manager &  
Secretary to the Solano County Water Agency

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
8/1/23	10217V	MBK ENGINEERS	2020WC	Invoice: 22-12-3868		4,141.00
			2020WC	Invoice: 10127		1,793.75
			1010WC	MBK ENGINEERS	5,934.75	
8/1/23	10219	MBK ENGINEERS	2020WC	Invoice: 22-12-3868	4,141.00	
			2020WC	Invoice: 10127	1,793.75	
			1020SC	MBK ENGINEERS		5,934.75
8/1/23	39876	AARON'S AUTOMOTIV	2020SC	Invoice: 58256	85.63	
			1020SC	AARON'S AUTOMOTIVE		85.63
8/1/23	39877	AG INNOVATIONS	2020SC	Invoice: 3422	11,224.50	
			1020SC	AG INNOVATIONS		11,224.50
8/1/23	39878	BUZZ OATES MANAGE	2020SC	Invoice: AUG 2023	4,096.00	
			1020SC	BUZZ OATES MANAGEMENT SERVICES		4,096.00
8/1/23	39879	CBEC, INC.	2020N	Invoice: 22-1007-14	4,611.25	
			1020SC	CBEC, INC.		4,611.25
8/1/23	39880	DEPARTMENT OF WAT	2020N	Invoice: 23-310-V JUN 2023	72,642.00	
			2020SC	Invoice: ACH 7.20.2023CR		17,543.00
			2020SC	Invoice: 23-026-T AUG 2023	648,493.00	
			2020SC	Invoice: 23-024-O AUG 2023	457.00	
			1020SC	DEPARTMENT OF WATER RESOURCES		704,049.00
8/1/23	39881	FREEDOM EVANS	2020SC	Invoice: EXP REIM JULY 2023-2	442.78	
			1020SC	FREEDOM EVANS		442.78
8/1/23	39882	EYASCO, INC.	2020SC	Invoice: 5509	3,037.97	
			1020SC	EYASCO, INC.		3,037.97
8/1/23	39883	INTERSTATE OIL COM	2020SC	Invoice: CL61256	1,847.71	
			1020SC	INTERSTATE OIL COMPANY		1,847.71
8/1/23	39884	LSA ASSOCIATES, INC.	2020SC	Invoice: 189296	38,016.44	
			1020SC	LSA ASSOCIATES, INC.		38,016.44
8/1/23	39885	PACIFIC GAS & ELECT	2020SC	Invoice: 6/10/23-7/11/23	5,065.13	
			1020SC	PACIFIC GAS & ELECTRIC CO,		5,065.13
8/1/23	39886	PATE, THOMAS	2020SC	Invoice: COVID EXP 22-2023	866.98	
			1020SC	PATE, THOMAS		866.98
8/1/23	39887	BOB PISANI & SON	2020SC	Invoice: 981888	61.11	
			2020SC	Invoice: 982341	476.67	
			2020SC	Invoice: 982319	92.07	
			2020SC	Invoice: 982452	120.03	
			2020SC	Invoice: 982504	2,670.53	
			2020SC	Invoice: 982563	65.03	
			2020SC	Invoice: 982564	476.67	
			2020SC	Invoice: 982640	15.94	
			2020SC	Invoice: 982743	111.14	
			2020SC	Invoice: 982783	12.19	
			2020SC	Invoice: 982992	156.94	
			2020SC	Invoice: 983094	97.74	
			2020SC	Invoice: 983112	3.51	
			2020SC	Invoice: 983182	15.86	
			2020SC	Invoice: 983393	55.42	
			2020SC	Invoice: 983504	18.32	
			2020SC	Invoice: 983708	13.07	
			2020SC	Invoice: 983816	36.64	
			2020SC	Invoice: 983978	19.26	
			2020SC	Invoice: 984055	36.45	
			1020SC	BOB PISANI & SON		4,554.59
8/1/23	39888	HAROLD SNYDER III	2020SC	Invoice: EXP REIM JULY 2023	167.68	
			1020SC	HAROLD SNYDER III		167.68
8/1/23	39889	SOLANO IRRIGATION	2020SC	Invoice: 0040659	61,736.14	



## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
			2020SC	Invoice: 0040660	122,268.23	
			1020SC	SOLANO IRRIGATION DISTRICT		184,004.37
8/1/23	39890	SOLANO RESOURCE C	2020SC	Invoice: 2011	11,047.91	
			2020SC	Invoice: 2006	38,540.50	
			2020SC	Invoice: 2005	14,910.66	
			2020SC	Invoice: 2004	5,045.14	
			2020SC	Invoice: 1988	22,523.06	
			2020SC	Invoice: 2015	5,955.40	
			1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		98,022.67
8/1/23	39891	CHARLES LOMELI, TA	2020SC	Invoice: UNS106441	1,368.40	
			1020SC	CHARLES LOMELI, TAX COLLECTOR		1,368.40
8/1/23	39892	STAPLES	2020SC	Invoice: 3293515811	265.25	
			2020SC	Invoice: 3294727481	81.02	
			2020SC	Invoice: FIN CHRGS 7/14/23	14.94	
			2020SC	Invoice: 3294727841	11.01	
			2020SC	Invoice: 3294759421	5.29	
			2020SC	Invoice: 3297225251	141.60	
			2020SC	Invoice: 3300939771	151.26	
			2020SC	Invoice: 3300942171	110.26	
			1020SC	STAPLES		780.63
8/1/23	39893	KATHLEEN A SALMUN	2020SC	Invoice: 385	150.00	
			2020SC	Invoice: 384	1,200.00	
			2020SC	Invoice: 383	10,359.43	
			2020SC	Invoice: 382	251.98	
			2020SC	Invoice: 381	100.00	
			2020SC	Invoice: 380	850.00	
			2020SC	Invoice: 379	50.00	
			1020SC	KATHLEEN A SALMUNOVICH		12,961.41
8/1/23	39894	TRACY PULLAR	2020SC	Invoice: TRACY PULLAR	1,062.00	
			1020SC	TRACY PULLAR		1,062.00
8/1/23	39895	KEN W. DAVIS	2020SC	Invoice: DAVIS_FY2022-23-10	14,004.40	
			2020SC	Invoice: DAVIS_FY2022-23-11	8,196.40	
			1020SC	KEN W. DAVIS		22,200.80
8/1/23	39896	STEVE YOUNG	2020SC	Invoice: JUL 2023 BOD MTG	141.92	
			1020SC	STEVE YOUNG		141.92
8/1/23	39897	YELLOW SPRINGS INS	2020SC	Invoice: 1021126	705.00	
			1020SC	YELLOW SPRINGS INSTRUMENT CO.		705.00
8/1/23	AUGUS	CALPERS	2020SC	Invoice: AUGUST 2023 HEALTH	26,729.15	
			1020SC	CALPERS		26,729.15
8/2/23	ERROR	ONEPOINT HUMAN CA	2020SC	Invoice: T.PATE ERROR 7.22.23	15.00	
			1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		15.00
8/5/23	EFT 08.0	PAYROLL TAXES	2020SC	Invoice: EFT 08.05.2023	33,728.97	
			1020SC	PAYROLL TAXES		33,728.97
8/5/23	EFT 08.0	ONEPOINT HUMAN CA	2020SC	Invoice: 77487	689.00	
			1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		689.00
8/8/23	39899	ACWA JOINT POWERS	2020SC	Invoice: 0700375	2,863.33	
			1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		2,863.33
8/8/23	39900	AMERICAN TOWER CO	2020SC	Invoice: 4301509	771.58	
			1020SC	AMERICAN TOWER CORPORATION		771.58
8/8/23	39901	JEFF BARICH	2020SC	Invoice: EXP REIM JULY 2023	25.00	
			1020SC	JEFF BARICH		25.00

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
8/8/23	39902	MATTHEW BIDOU	2020SC 1020SC	Invoice: EXP REIM JUN-JULY '2 MATTHEW BIDOU	734.91	734.91
8/8/23	39903	BSK ASSOCIATES	2020SC 1020SC	Invoice: SG03416 BSK ASSOCIATES	1,351.00	1,351.00
8/8/23	39904	COLTON FORBYN	2020U 1020SC	Invoice: LBO INCENTIVE COLTON FORBYN	5.00	5.00
8/8/23	39905	CINTAS CORPORATIO	2020SC 2020SC 1020SC	Invoice: 9230007037 Invoice: 5167540776 CINTAS CORPORATION	150.33 1,263.13	1,413.46
8/8/23	39906	CITY OF VACAVILLE	2020SC 1020SC	Invoice: 8/8/23 PERMIT CITY OF VACAVILLE	503.75	503.75
8/8/23	39907	COMMERCE TRUCK	2020SC 1020SC	Invoice: DUMP TRUCK COMMERCE TRUCK	196,748.22	196,748.22
8/8/23	39908	NORCAL RENTAL GRO	2020SC 1020SC	Invoice: 5930521-0001 NORCAL RENTAL GROUP, LLC	9,770.18	9,770.18
8/8/23	39909	DIAMOND D GENERAL	2020SC 1020SC	Invoice: 202300-17 DIAMOND D GENERAL ENGINEERING, INC.	29,890.00	29,890.00
8/8/23	39910	FREEDOM EVANS	2020SC 1020SC	Invoice: EXP REIM JUL-AUG '23 FREEDOM EVANS	404.79	404.79
8/8/23	39911	FEDEX EXPRESS	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 8-150-58599 Invoice: 8-163-99140 Invoice: 8-179-10755 Invoice: 9-654-35673 Invoice: 8-191-51198 Invoice: 9-655-30190 FEDEX EXPRESS	151.51 137.96 174.83 11.06 32.22 11.04	518.62
8/8/23	39912	FOWLER, RICK	2020SC 1020SC	Invoice: EXP REIM JUNE 2023 FOWLER, RICK	1,465.89	1,465.89
8/8/23	39913	HOLT OF CALIFORNIA	2020SC 1020SC	Invoice: SKID STEER HOLT OF CALIFORNIA	145,216.33	145,216.33
8/8/23	39914	INTERSTATE OIL COM	2020SC 1020SC	Invoice: CL62716 INTERSTATE OIL COMPANY	2,047.19	2,047.19
8/8/23	39915	J.T. MARTIN	2020SC 1020SC	Invoice: 7145 J.T. MARTIN	5,148.00	5,148.00
8/8/23	39916	STEPHEN KARR	2020SC 1020SC	Invoice: EXP REIM JULY 2023 STEPHEN KARR	833.16	833.16
8/8/23	39917	LANDMARK CONSTRU	2020SC 1020SC	Invoice: 6 LANDMARK CONSTRUCTION	769,412.57	769,412.57
8/8/23	39918	LINCOLN CONCEPTS	2020SC 1020SC	Invoice: 72023 LINCOLN CONCEPTS	4,750.00	4,750.00
8/8/23	39919	MARKLEY COVE RESO	2020SC 1020SC	Invoice: QUAGGA PRO. JUN 2023 MARKLEY COVE RESORT	3,000.00	3,000.00
8/8/23	39920	STEPHANIE MEYER	2020SC 1020SC	Invoice: EXP REIM JUL-AUG '23 STEPHANIE MEYER	640.59	640.59
8/8/23	39921	ELIZABETH PATTERSO	2020SC 1020SC	Invoice: 014 ELIZABETH PATTERSON	300.00	300.00
8/8/23	39922	JOYCE PEREZ	2020SC 1020SC	Invoice: EXP RIM JULY 2023 JOYCE PEREZ	875.08	875.08
8/8/23	39923	BOB PISANI & SON	2020SC	Invoice: 984544	96.85	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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			2020SC	Invoice: 984531	38.27	
			2020SC	Invoice: 984530	51.35	
			2020SC	Invoice: 984532	109.77	
			2020SC	Invoice: 984948	144.12	
			2020SC	Invoice: 985087	107.85	
			2020SC	Invoice: 985236	170.72	
			2020SC	Invoice: 985337	15.00	
			2020SC	Invoice: 985785	30.18	
			2020SC	Invoice: 985784	21.44	
			2020SC	Invoice: 985914	96.51	
			2020SC	Invoice: 985912	2,670.53	
			2020SC	Invoice: 986573	2,638.67	
			2020SC	Invoice: 986575	40.71	
			1020SC	BOB PISANI & SON		6,231.97
8/8/23	39924	RECOLOGY VACAVILL	2020SC	Invoice: 51482974	108.22	
			1020SC	RECOLOGY VACAVILLE SOLANO		108.22
8/8/23	39925	RESOURCE MANAGEM	2020U	Invoice: 7704	5,187.00	
			1020SC	RESOURCE MANAGEMENT ASSOCIATES		5,187.00
8/8/23	39926	ROSEVILLE CHEVROL	2020SC	Invoice: 2023 CHEV 3500HD	166,704.14	
			1020SC	ROSEVILLE CHEVROLET		166,704.14
8/8/23	39927	SOLANO IRRIGATION	2020SC	Invoice: 0040662	279.74	
			2020SC	Invoice: 0040661	15,109.55	
			1020SC	SOLANO IRRIGATION DISTRICT		15,389.29
8/8/23	39928	SOLANO COUNTY PUB	2020U	Invoice: 12318	2,778.62	
			2020U	Invoice: 12319	18,174.59	
			2020U	Invoice: 12317	52,624.90	
			2020U	Invoice: 12316	21,735.32	
			2020U	Invoice: 12320	1,153.11	
			2020U	Invoice: 12321	5,742.98	
			1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		102,209.52
8/8/23	39929	STANDARD INSURAN	2020SC	Invoice: 006492990046 AUG2023	2,469.26	
			1020SC	STANDARD INSURANCE COMPANY		2,469.26
8/8/23	39930	STERLING MAY EQUIP	2020SC	Invoice: 246555	54.43	
			2020SC	Invoice: 246763	38.94	
			1020SC	STERLING MAY EQUIPMENT CO.		93.37
8/8/23	39931	SUISUN VALLEY FRUI	2020SC	Invoice: 80382	77.92	
			2020SC	Invoice: 80370	218.85	
			2020SC	Invoice: 80473	182.69	
			2020SC	Invoice: 80528	39.58	
			1020SC	SUISUN VALLEY FRUIT GROWERS AS		519.04
8/8/23	39932	TRACTOR SUPPLY CR	2020SC	Invoice: 100195506	751.57	
			1020SC	TRACTOR SUPPLY CREDIT PLAN		751.57
8/8/23	39933	LEATHA ANDREWS	2020SC	Invoice: LEATHA ANDREWS	2,000.00	
			1020SC	LEATHA ANDREWS		2,000.00
8/8/23	39934	MICHELLE BOUNDS	2020SC	Invoice: MICHELLE BOUNDS	876.00	
			1020SC	MICHELLE BOUNDS		876.00
8/8/23	39935	BERNADETTE THOMA	2020SC	Invoice: BERNADETTE THOMAS	1,500.00	
			1020SC	BERNADETTE THOMAS		1,500.00
8/8/23	39936	JAMES CUNNINGHAM	2020SC	Invoice: JAMES CUNNINGHAM	705.00	
			1020SC	JAMES CUNNINGHAM		705.00
8/8/23	39937	RON GRANHOLT	2020SC	Invoice: RON GRANHOLT	1,155.00	
			1020SC	RON GRANHOLT		1,155.00
8/8/23	39938	ARIEL LOREDO	2020SC	Invoice: ARIEL LOREDO	1,221.00	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
			1020SC	ARIEL LOREDO		1,221.00
8/8/23	39939	VERIZON WIRELESS	2020SC 1020SC	Invoice: 9940617964 VERIZON WIRELESS	2,090.12	2,090.12
8/8/23	39940	VICTOR PAUL CLAAS	2020SC 2020SC 2020SC 1020SC	Invoice: PSC-21 Invoice: PSC-23 Invoice: N-24 VICTOR PAUL CLAASSEN	14,671.25 13,842.50 1,697.50	30,211.25
8/8/23	39941	CAL.NET INC. - WINTER	2020SC 1020SC	Invoice: 3154403 CAL.NET INC. - WINTERS	595.00	595.00
8/8/23	39942	WOOD RODGERS, INC.	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 167907 Invoice: 171839 Invoice: 168855 Invoice: 171511 WOOD RODGERS, INC.	1,285.00 10,107.50 1,062.50 3,000.00	15,455.00
8/8/23	39943	YOLO COUNTY RCD	2020SC 1020SC	Invoice: DS08-43 YOLO COUNTY RCD	6,117.50	6,117.50
8/8/23	39944	YELLOW SPRINGS INS	2020SC 1020SC	Invoice: 1024939 YELLOW SPRINGS INSTRUMENT CO.	3,744.26	3,744.26
8/8/23	39945	JOSEPH ZIMMERMAN	2020SC 1020SC	Invoice: EXP REIM JULY 2023 JOSEPH ZIMMERMAN	100.00	100.00
8/9/23	39728V	MARY WITT	2020SC 1020SC	Invoice: MARY WITT MARY WITT	50.00	50.00
8/9/23	39815V	SAGE SOFTWARE, INC.	2020SC 1020SC	Invoice: 1007766367 SAGE SOFTWARE, INC.	3,073.00	3,073.00
8/10/23	39946	PACIFIC GAS & ELECT	2020SC 1020SC	Invoice: PGE SERVICE FOR 202 PACIFIC GAS & ELECTRIC CO,	125.00	125.00
8/10/23	EFT 08.0	CALPERS	2020SC 2020SC 2020SC 1020SC	Invoice: PEPR PPE 08.05.2023 Invoice: PPE 08.05.2023 Invoice: SIP PPE 08.05.2023 CALPERS	8,943.76 11,529.16 7,384.30	27,857.22
8/10/23	EFT 08.1	CALPERS	2020SC 1020SC	Invoice: 100000017250401 CALPERS	700.00	700.00
8/11/23	EFT	PAYCHEX	2020SC 1020SC	Invoice: 27438311 PAYCHEX	130.00	130.00
8/15/23	39947	ANGELINA ESPINOZA	2020SC 1020SC	Invoice: LBO INCENT JUL 2023 ANGELINA ESPINOZA	310.00	310.00
8/15/23	39948	AG INNOVATIONS	2020SC 1020SC	Invoice: 3425 AG INNOVATIONS	1,863.50	1,863.50
8/15/23	39949	ALLISON SEED	2020SC 1020SC	Invoice: LBO INCENT JUL 2023 ALLISON SEED	95.00	95.00
8/15/23	39950	BRANDI BUCHANAN	2020SC 1020SC	Invoice: LBO INCENT JUL 2023 BRANDI BUCHANAN	170.00	170.00
8/15/23	39951	BRERETON ARCHITECT	2020SC 1020SC	Invoice: 42352 BRERETON ARCHITECTS	5,425.80	5,425.80
8/15/23	39952	BSK ASSOCIATES	2020SC 1020SC	Invoice: SG03968 BSK ASSOCIATES	579.00	579.00
8/15/23	39953	CBEC, INC.	2020N 1020SC	Invoice: 22-1007-15 CBEC, INC.	8,328.75	8,328.75
8/15/23	39954	CDW LLC	2020SC 1020SC	Invoice: KM86782 CDW LLC	25,383.69	25,383.69

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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8/15/23	39955	COLTON FORBYN	2020U 1020SC	Invoice: LBO INCENT JUL 2023 COLTON FORBYN	65.00	65.00
8/15/23	39956	NORCAL RENTAL GRO	2020SC 1020SC	Invoice: 5849446-0005 NORCAL RENTAL GROUP, LLC	7,312.73	7,312.73
8/15/23	39957	EYASCO, INC.	2020SC 1020SC	Invoice: 5518 EYASCO, INC.	43,897.92	43,897.92
8/15/23	39958	HOLLIS ELIZABETH G	2020SC 1020SC	Invoice: LBO INCENT JUL 2023 HOLLIS ELIZABETH GUTIERREZ	155.00	155.00
8/15/23	39959	INTERSTATE OIL COM	2020SC 1020SC	Invoice: CL64249 INTERSTATE OIL COMPANY	1,724.84	1,724.84
8/15/23	39960	LANDMARK CONSTRU	2020SC 1020SC	Invoice: 7 LANDMARK CONSTRUCTION	91,430.03	91,430.03
8/15/23	39961	LES SCHWAB GROUP	2020SC 1020SC	Invoice: 63100831489 LES SCHWAB GROUP HOLDINGS, LLC	337.13	337.13
8/15/23	39962	MARKLEY COVE RESO	2020SC 1020SC	Invoice: LBO INCENT JUN 2023 MARKLEY COVE RESORT	3,000.00	3,000.00
8/15/23	39963	PACIFIC GAS & ELECT	2020SC 1020SC	Invoice: 6/21/23-7/20/23 PACIFIC GAS & ELECTRIC CO,	58.64	58.64
8/15/23	39964	RECOLOGY VACAVILL	2020SC 1020SC	Invoice: 51481877 RECOLOGY VACAVILLE SOLANO	285.60	285.60
8/15/23	39965	RECOLOGY HAY ROA	2020SC 1020SC	Invoice: 01237262 RECOLOGY HAY ROAD	144.76	144.76
8/15/23	39966	REILLY HOLMES	2020SC 1020SC	Invoice: LBO INCENT JUL 2023 REILLY HOLMES	215.00	215.00
8/15/23	39967	SHANDAM INC.	2020SC 2020SC 1020SC	Invoice: 073123AGS8 Invoice: 073123AGS18 SHANDAM INC.	15,120.00 13,200.00	28,320.00
8/15/23	39968	SUISUN VALLEY FRUI	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 79813 Invoice: 79970 Invoice: 80101 Invoice: 80197 SUISUN VALLEY FRUIT GROWERS AS	508.13 34.19 37.97 248.43	828.72
8/15/23	39969	SUMMIT CRANE INC.	2020SC 1020SC	Invoice: 20180 SUMMIT CRANE INC.	7,920.00	7,920.00
8/15/23	39970	TERRA REALTY ADVIS	2020SC 1020SC	Invoice: 2023-01534 TERRA REALTY ADVISORS, INC.	5,424.67	5,424.67
8/15/23	39971	THE REGENTS OF THE	2020SC 1020SC	Invoice: 69672505 THE REGENTS OF THE UNIVERSITY OF CA	1,123.53	1,123.53
8/15/23	39972	GREG BARBER	2020SC 1020SC	Invoice: GREG BARBER GREG BARBER	89.50	89.50
8/15/23	39973	RICQUEL BRUTON	2020SC 1020SC	Invoice: RICQUEL BRUTON RICQUEL BRUTON	1,574.00	1,574.00
8/15/23	39974	VINCENT CARDOZA	2020SC 1020SC	Invoice: SILKE CARDOZA VINCENT CARDOZA	100.00	100.00
8/15/23	39975	SETH COUSIN	2020SC 1020SC	Invoice: SETH COUSIN SETH COUSIN	100.00	100.00
8/15/23	39976	RAY DONOVAN	2020SC	Invoice: RAY DONOVAN	75.00	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

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			1020SC	RAY DONOVAN		75.00
8/15/23	39977	MICHAEL HERNANDEZ	2020SC 1020SC	Invoice: MICHAEL HERNANDEZ MICHAEL HERNANDEZ	1,554.00	1,554.00
8/15/23	39978	TRUONG NGUYEN PHAM	2020SC 1020SC	Invoice: TRUONG NGUYEN PHAM TRUONG NGUYEN PHAM	1,464.00	1,464.00
8/15/23	39979	RONALD OZELLA	2020SC 1020SC	Invoice: RONALD OZELLA RONALD OZELLA	1,362.60	1,362.60
8/15/23	39980	JORGE PEREZ	2020SC 1020SC	Invoice: JORGE PEREZ JORGE PEREZ	862.50	862.50
8/15/23	39981	RICHARD PERONA	2020SC 1020SC	Invoice: RICHARD PERONA RICHARD PERONA	599.00	599.00
8/15/23	39982	LINDA WEAVER	2020SC 1020SC	Invoice: LINDA WEAVER1 LINDA WEAVER	855.00	855.00
8/15/23	39983	STANLEY WHITE	2020SC 1020SC	Invoice: STANLEY WHITE STANLEY WHITE	1,500.00	1,500.00
8/15/23	39984	MARY WITT	2020SC 2020SC 1020SC	Invoice: MARY WITT Invoice: MARY WITT1 MARY WITT	50.00 100.00	150.00
8/15/23	39985	VELOCITY EHS	2020SC 1020SC	Invoice: 285044 VELOCITY EHS	539.67	539.67
8/15/23	ACH 8.1	JAMES B. DEROSE	2020SC 1020SC	Invoice: JUL 2023 JAMES B. DEROSE	6,819.83	6,819.83
8/16/23	39954V	CDW LLC	2020SC 1020SC	Invoice: KM86782 CDW LLC	25,383.69	25,383.69
8/17/23	EFT	SAGE SOFTWARE, INC.	2020SC 1020SC	Invoice: 1007766367 SAGE SOFTWARE, INC.	3,073.00	3,073.00
8/18/23	EFT	WEX BANK	2020SC 1020SC	Invoice: 91079712 WEX BANK	2,949.66	2,949.66
8/22/23	39986	ZACHARIAH WILKERS	2020SC 2020SC 1020SC	Invoice: 15271 Invoice: 15392 ZACHARIAH WILKERSON	5,655.09 105.00	5,760.09
8/22/23	39987	AACTION RENTS LP	2020SC 1020SC	Invoice: 697223-6 AACTION RENTS LP	93.15	93.15
8/22/23	39988	ALPHA MEDIA LLC	2020SC 2020SC 2020SC 1020SC	Invoice: 699971-1 Invoice: 700016-1 Invoice: 700070-1 ALPHA MEDIA LLC	4,500.00 3,000.00 7,200.00	14,700.00
8/22/23	39989	GAVIN ANDERSON	2020SC 1020SC	Invoice: EXP REIM JULY 2023 GAVIN ANDERSON	1,190.79	1,190.79
8/22/23	39990	CDW LLC	2020SC 2020SC 2020SC 1020SC	Invoice: KP16277 Invoice: KP17374 Invoice: KM86782 CDW LLC		809.62 428.64 24,145.43
8/22/23	39991	CINTAS CORPORATIO	2020SC 1020SC	Invoice: 9233788755 CINTAS CORPORATION	150.33	150.33
8/22/23	39992	DIAMOND D GENERAL	2020SC 2020SC 1020SC	Invoice: 202300-18 Invoice: 202300-19 DIAMOND D GENERAL ENGINEERING, INC.	1,525.00 305.00	1,830.00
8/22/23	39993	EAGLE AERIAL SOLUT	2020SC 1020SC	Invoice: 20581 EAGLE AERIAL SOLUTIONS	112,500.00	112,500.00

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

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8/22/23	39994	EATON PUMPS	2020SC 1020SC	Invoice: 26662 EATON PUMPS	460.00	460.00
8/22/23	39995	ERNST & YOUNG U.S.	2020N 1020SC	Invoice: US01U001312259 ERNST & YOUNG U.S. LLP	5,119.00	5,119.00
8/22/23	39996	FRONTIER PRECISION,	2020SC 1020SC	Invoice: 275544 FRONTIER PRECISION, INC.	11,792.44	11,792.44
8/22/23	39997	HARVEST SANITATIO	2020SC 1020SC	Invoice: 30323 HARVEST SANITATION	753.45	753.45
8/22/23	39998	IVES TRAINING & CO	2020SC 1020SC	Invoice: PSI-34916 IVES TRAINING & COMPLIANCE GROUP	22,104.00	22,104.00
8/22/23	39999	AHEAD, INC.	2020SC 1020SC	Invoice: BD0079896 AHEAD, INC.	79,496.78	79,496.78
8/22/23	40000	M&M SANITARY LLC	2020SC 1020SC	Invoice: 606219 M&M SANITARY LLC	225.00	225.00
8/22/23	40001	MARTIN'S METAL FAB	2020SC 1020SC	Invoice: 214480 MARTIN'S METAL FABRICATION &	51.90	51.90
8/22/23	40002	MILLENNIUM TERMIT	2020SC 2020SC 1020SC	Invoice: JUL 2023 Invoice: 307967 MILLENNIUM TERMITE & PEST	51.00 84.00	135.00
8/22/23	40003	NORTHBAY HEALTHC	2020SC 1020SC	Invoice: OH108268 NORTHBAY HEALTHCARE GROUP OCC HEALTH DE	120.00	120.00
8/22/23	40004	RECOLOGY VACAVILL	2020SC 2020SC 1020SC	Invoice: 51535953 Invoice: 51534840 RECOLOGY VACAVILLE SOLANO	109.87 289.88	399.75
8/22/23	40005	REEB GOVERNMENT R	2020SC 1020SC	Invoice: 034-SEP-2023 REEB GOVERNMENT RELATIONS, LLC	10,000.00	10,000.00
8/22/23	40006	DOUG NOLAN	2020SC 1020SC	Invoice: 1617 DOUG NOLAN	2,500.00	2,500.00
8/22/23	40007	WAYNE HUTCHINSON	2020SC 2020SC 1020SC	Invoice: 2083 Invoice: 2084 WAYNE HUTCHINSON	3,191.98 455.49	3,647.47
8/22/23	40008	SHELDON	2020SC 1020SC	Invoice: 14581136 SHELDON	17.18	17.18
8/22/23	40009	SOLANO IRRIGATION	2020SC 2020SC 2020SC 1020SC	Invoice: 0040788 Invoice: 0040789 Invoice: 0040790 SOLANO IRRIGATION DISTRICT	66,434.13 232.55 12,243.16	78,909.84
8/22/23	40010	SOLANO RESOURCE C	2020SC 2020SC 1020SC	Invoice: 2029 Invoice: 2018 SOLANO RESOURCE CONSERVATION DISTRICT	12,582.61 4,326.90	16,909.51
8/22/23	40011	SUSTAINABLE SOLAN	2020SC 1020SC	Invoice: 2023-8-SCWA SUSTAINABLE SOLANO INC.	7,996.00	7,996.00
8/22/23	40012	KATHLEEN A SALMUN	2020SC 2020SC 2020SC 1020SC	Invoice: 388 Invoice: 389 Invoice: 387 KATHLEEN A SALMUNOVICH	6,781.49 5,424.37 3,550.00	15,755.86
8/22/23	40013	JACK ADAMSON	2020SC 1020SC	Invoice: JACK ADAMSON JACK ADAMSON	1,500.00	1,500.00

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
8/22/23	40014	SAUL AGUILAR	2020SC 1020SC	Invoice: SAUL AGUILAR SAUL AGUILAR	1,204.00	1,204.00
8/22/23	40015	ANTONNETTE SANTO	2020SC 1020SC	Invoice: ANTONETTE SANTOS ANTONNETTE SANTOS	1,179.00	1,179.00
8/22/23	40016	RYAN HONG	2020SC 1020SC	Invoice: RYAN HONG RYAN HONG	2,000.00	2,000.00
8/22/23	40017	JILL FRY	2020SC 1020SC	Invoice: JILL FRY JILL FRY	1,500.00	1,500.00
8/22/23	40018	JOHN WHITE	2020SC 1020SC	Invoice: JOHN WHITE JOHN WHITE	2,000.00	2,000.00
8/22/23	40019	KIMBERLEE MARTINE	2020SC 1020SC	Invoice: KIMBERLEE MARTINEZ KIMBERLEE MARTINEZ	1,000.00	1,000.00
8/22/23	40020	PATRICIA KNOLL	2020SC 1020SC	Invoice: PATRICIA KNOLL PATRICIA KNOLL	672.00	672.00
8/22/23	40021	JANICE MCDANIEL SC	2020SC 1020SC	Invoice: JANICE MCDANIEL SCHU JANICE MCDANIEL SCHULTZ	1,500.00	1,500.00
8/22/23	40022	DONNA NOVAK	2020SC 1020SC	Invoice: DONNA NOVAK DONNA NOVAK	1,500.00	1,500.00
8/22/23	40023	PATRICIA PEPIN	2020SC 1020SC	Invoice: PATRICIA PEPIN PATRICIA PEPIN	1,500.00	1,500.00
8/22/23	40024	CHARLES PLOMTEAU	2020SC 1020SC	Invoice: CHARLES PLOMTEAUX CHARLES PLOMTEAUX	1,500.00	1,500.00
8/22/23	40025	JENNIFER STANGER	2020SC 1020SC	Invoice: JENNIFER STANGER JENNIFER STANGER	1,500.00	1,500.00
8/22/23	40026	RAFAL STRZELCZYK	2020SC 1020SC	Invoice: RAFAL STRZELCZYK1 RAFAL STRZELCZYK	500.00	500.00
8/22/23	40027	STEPHANIE WOLF	2020SC 1020SC	Invoice: STEPHANIE WOLF STEPHANIE WOLF	2,000.00	2,000.00
8/22/23	40028	SUSAN WORDEN	2020SC 1020SC	Invoice: SUSAN WORDEN SUSAN WORDEN	1,410.00	1,410.00
8/22/23	40029	KEN W. DAVIS	2020SC 1020SC	Invoice: DAVIS_FY2022-23-12 KEN W. DAVIS	8,002.70	8,002.70
8/22/23	40030	YOLO COUNTY RCD	2020SC 1020SC	Invoice: DS10-01 YOLO COUNTY RCD	3,415.00	3,415.00
8/22/23	40031	GWYNNE CROSEY	2020SC 1020SC	Invoice: 14001 GWYNNE CROSEY	15,000.00	15,000.00
8/23/23	40032	ACWA JOINT POWERS	2020SC 1020SC	Invoice: INV014299 ACWA JOINT POWERS INSURANCE AUTHORITY	5,353.00	5,353.00
8/23/23	EFT 08.1	CALPERS	2020SC 2020SC 2020SC 1020SC	Invoice: PPE 08.19.2023 Invoice: PEPRA PPE 08.19.2023 Invoice: SIP PPE 08.19.2023 CALPERS	11,241.47 9,004.46 7,444.30	27,690.23
8/25/23	ASHLE	UMPQUA BANK	2020SC 1020SC	Invoice: ASHLEY JUL 2023 UMPQUA BANK	451.77	451.77
8/25/23	CRUZ J	UMPQUA BANK	2020SC 1020SC	Invoice: CRUZ JUL 2023 UMPQUA BANK	156.40	156.40
8/25/23	CUETA	UMPQUA BANK	2020SC 1020SC	Invoice: CUETARA JUL 2023 UMPQUA BANK	2,211.58	2,211.58



## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
8/25/23	EFT 08.1	PAYROLL TAXES	2020SC 1020SC	Invoice: PPE 08.19.2023 PAYROLL TAXES	32,249.91	32,249.91
8/25/23	EFT 08.1	ONEPOINT HUMAN CA	2020SC 1020SC	Invoice: 77706 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	164.00	164.00
8/25/23	FEHRE	UMPQUA BANK	2020SC 1020SC	Invoice: FEHREKAMP JUL 2023 UMPQUA BANK	463.24	463.24
8/25/23	FLORE	UMPQUA BANK	2020SC 1020SC	Invoice: FLORENDO JUL 2023 UMPQUA BANK	9.99	9.99
8/25/23	FOWLE	UMPQUA BANK	2020SC 1020SC	Invoice: FOWLER JULY 2023 UMPQUA BANK	397.99	397.99
8/25/23	FOX JU	UMPQUA BANK	2020SC 1020SC	Invoice: FOX JUL 2023 UMPQUA BANK	417.01	417.01
8/25/23	GANTN	UMPQUA BANK	2020SC 1020SC	Invoice: GANTNER JUL 2023 UMPQUA BANK	3,369.39	3,369.39
8/25/23	HYER J	UMPQUA BANK	2020SC 1020SC	Invoice: HYER JUL 2023 UMPQUA BANK	370.20	370.20
8/25/23	JONES J	UMPQUA BANK	2020SC 1020SC	Invoice: JONES JUL 2023 UMPQUA BANK	535.11	535.11
8/25/23	LEE JUL	UMPQUA BANK	2020SC 1020SC	Invoice: LEE JUL 2023 UMPQUA BANK	793.80	793.80
8/25/23	MARQU	UMPQUA BANK	2020SC 1020SC	Invoice: MARQUEZ JUL 2023 UMPQUA BANK	158.49	158.49
8/25/23	MOORE	UMPQUA BANK	2020SC 1020SC	Invoice: MOORE JUL 2023 UMPQUA BANK	281.73	281.73
8/25/23	MORRI	UMPQUA BANK	2020SC 1020SC	Invoice: MORRIS JUL 2023 UMPQUA BANK	1,628.41	1,628.41
8/25/23	RABID	UMPQUA BANK	2020SC 1020SC	Invoice: RABIDOUX JUL 2023 UMPQUA BANK	425.04	425.04
8/25/23	SHTAY	UMPQUA BANK	2020SC 1020SC	Invoice: SHTAYYEH JUL 2023 UMPQUA BANK	354.24	354.24
8/25/23	STEVE	UMPQUA BANK	2020SC 1020SC	Invoice: STEVENSON JUL 2023 UMPQUA BANK	238.86	238.86
8/25/23	WILLIN	UMPQUA BANK	2020SC 1020SC	Invoice: WILLINGMYRE JUL 2023 UMPQUA BANK	505.00	505.00
8/29/23	40033	AARON'S AUTOMOTIV	2020SC 1020SC	Invoice: 58554 AARON'S AUTOMOTIVE	837.60	837.60
8/29/23	40034	ACT ENVIRO/ADVANC	2020SC 2020SC 1020SC	Invoice: 503528 Invoice: 503529 ACT ENVIRO/ADVANCED CHEMICAL TRANSPORT	1,048.80 4,336.67	5,385.47
8/29/23	40035	JEFF BARICH	2020SC 1020SC	Invoice: EXP REIM AUG 2023 JEFF BARICH	25.00	25.00
8/29/23	40036	STEVEN BIRD	2020SC 1020SC	Invoice: AUG 2023 BOD MTG STEVEN BIRD	114.41	114.41
8/29/23	40037	BLANKINSHIP & ASSO	2020SC 2020SC 1020SC	Invoice: BA8944 Invoice: BA8945 BLANKINSHIP & ASSOCIATES, INC.	1,346.38 2,404.50	3,750.88
8/29/23	40038	CALNET3	2020SC	Invoice: 000020389237	838.74	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
			2020SC	Invoice: 000020387790	154.88	
			2020SC	Invoice: 000020387745	345.90	
			1020SC	CALNET3		1,339.52
8/29/23	40039	CANON FINANCIAL SE	2020SC	Invoice: 31065950	869.43	
			1020SC	CANON FINANCIAL SERVICES, INC.		869.43
8/29/23	40040	CINTAS CORPORATIO	2020SC	Invoice: 5171089658	36.22	
			2020SC	Invoice: 5171089650	391.55	
			1020SC	CINTAS CORPORATION		427.77
8/29/23	40041	ANTHONY CORBETT	2020SC	Invoice: EXP REIM MAY-AUG '23	2,311.47	
			1020SC	ANTHONY CORBETT		2,311.47
8/29/23	40042	DEPARTMENT OF WAT	2020SC	Invoice: 23-026-T SEP 2023	648,493.00	
			2020N	Invoice: 23-336-V JUL 2023	113,195.00	
			2020SC	Invoice: 23-024-O SEP 2023	457.00	
			1020SC	DEPARTMENT OF WATER RESOURCES		762,145.00
8/29/23	40043	FREEDOM EVANS	2020SC	Invoice: EXP REIM AUG 2023	417.89	
			1020SC	FREEDOM EVANS		417.89
8/29/23	40044	FLUME INC	2020SC	Invoice: 1851	108.13	
			1020SC	FLUME INC		108.13
8/29/23	40045	JOHN D. KLUGE	2020SC	Invoice: JUL 2023 LEG MTG	100.00	
			2020SC	Invoice: AUG 2023 BOD MTG	100.00	
			1020SC	JOHN D. KLUGE		200.00
8/29/23	40046	MITCH MASHBURN	2020SC	Invoice: AUG 2023 BOD MTG	100.00	
			1020SC	MITCH MASHBURN		100.00
8/29/23	40047	MBK ENGINEERS	2020WC	Invoice: 11660	2,378.00	
			1020SC	MBK ENGINEERS		2,378.00
8/29/23	40048	PACIFIC ACE HARDW	2020SC	Invoice: 357883	116.83	
			2020SC	Invoice: 357977	190.14	
			2020SC	Invoice: 358043	97.77	
			2020SC	Invoice: 358101	2.42	
			2020SC	Invoice: 358219	1.63	
			2020SC	Invoice: 358243	3.85	
			2020SC	Invoice: 358206	117.65	
			2020SC	Invoice: 358329	17.34	
			2020SC	Invoice: 358343	79.37	
			2020SC	Invoice: 358552	123.26	
			2020SC	Invoice: 358597	99.71	
			2020SC	Invoice: 358652	36.30	
			2020SC	Invoice: 190828	259.37	
			2020SC	Invoice: 358729	56.80	
			2020SC	Invoice: 190953	36.47	
			2020SC	Invoice: 358865	7.68	
			2020SC	Invoice: 358888	16.07	
			2020SC	Invoice: 358886	3.84	
			2020SC	Invoice: 191207	299.61	
			2020SC	Invoice: 358936	36.44	
			2020SC	Invoice: 358951	26.80	
			2020SC	Invoice: 358950	42.88	
			2020SC	Invoice: 358909	23.55	
			2020SC	Invoice: 358969	9.64	
			2020SC	Invoice: 191629	94.41	
			2020SC	Invoice: 191891	7.66	
			2020SC	Invoice: 359223	157.59	
			2020SC	Invoice: 359236	21.43	
			2020SC	Invoice: 322040	23.35	
			1020SC	PACIFIC ACE HARDWARE		2,009.86
8/29/23	40049	PACIFIC GAS & ELECT	2020SC	Invoice: 7/12/23-8/9/23	5,147.04	
			1020SC	PACIFIC GAS & ELECTRIC CO,		5,147.04
8/29/23	40050	PLATT	2020SC	Invoice: 4G83578	151.40	
			1020SC	PLATT		151.40

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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8/29/23	40051	PUTAH CREEK COUNC	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 23-45 Invoice: 23-46 Invoice: 23-32 Invoice: 23-31 Invoice: 23-12 PUTAH CREEK COUNCIL	367.65 885.63 26,285.40 254.26 912.69	28,705.63
8/29/23	40052	REGIONAL GOVERNMENT	2020SC 1020SC	Invoice: 15453 REGIONAL GOVERNMENT SERVICES AUTHORITY	744.60	744.60
8/29/23	40053	EASTON RIVERA	2020SC 1020SC	Invoice: EXP REIM JUNE - AUG EASTON RIVERA	1,492.09	1,492.09
8/29/23	40054	HAROLD SNYDER III	2020SC 1020SC	Invoice: EXP REIM AUG 2023 HAROLD SNYDER III	310.47	310.47
8/29/23	40055	SOLANO IRRIGATION	2020SC 1020SC	Invoice: 0040787 SOLANO IRRIGATION DISTRICT	166,761.60	166,761.60
8/29/23	40056	SOLANO RESOURCE C	2020SC 1020SC	Invoice: 2031 SOLANO RESOURCE CONSERVATION DISTRICT	219.00	219.00
8/29/23	40057	SOMACH, SIMMONS &	2020N 2020N 1020SC	Invoice: 3018231 Invoice: 3018232 SOMACH, SIMMONS & DUNN	6,889.60 6,755.00	13,644.60
8/29/23	40058	STANDARD INSURANCE	2020SC 1020SC	Invoice: 006492990046 SEP2023 STANDARD INSURANCE COMPANY	2,569.85	2,569.85
8/29/23	40059	STAPLES	2020SC 2020SC 2020SC 1020SC	Invoice: 3307718891 Invoice: 3307718931 Invoice: FIN CHARGES 8/16/23 STAPLES	323.30 82.03 21.76	427.09
8/29/23	40060	TERRA REALTY ADVISORS	2020SC 1020SC	Invoice: 2023-01559 TERRA REALTY ADVISORS, INC.	3,167.83	3,167.83
8/29/23	40061	DONALD BRYANT	2020SC 1020SC	Invoice: DONALD BRYANT DONALD BRYANT	2,000.00	2,000.00
8/29/23	40062	SHAUN CAPAUL	2020SC 1020SC	Invoice: SHAUN CAPAUL SHAUN CAPAUL	30.59	30.59
8/29/23	40063	WILLIAM CIVIL	2020SC 1020SC	Invoice: WILLIAM CIVIL WILLIAM CIVIL	30.60	30.60
8/29/23	40064	DON CLAYTON	2020SC 1020SC	Invoice: DON CLAYTON 1 DON CLAYTON	59.00	59.00
8/29/23	40065	ELIN DELGADILLO	2020SC 1020SC	Invoice: ELIN DELGADILLO ELIN DELGADILLO	99.50	99.50
8/29/23	40066	JASON GARBEN	2020SC 1020SC	Invoice: JASON GARBEN JASON GARBEN	100.00	100.00
8/29/23	40067	JOY JOHNSON	2020SC 1020SC	Invoice: JOY JOHNSON JOY JOHNSON	1,206.30	1,206.30
8/29/23	40068	JAMES MITZEL	2020SC 1020SC	Invoice: JAMES MITZEL JAMES MITZEL	47.50	47.50
8/29/23	40069	HITAN PATEL	2020SC 1020SC	Invoice: HITAN PATEL HITAN PATEL	74.50	74.50
8/29/23	40070	REINA ROBINSON	2020SC 1020SC	Invoice: REINA ROBINSON REINA ROBINSON	100.00	100.00
8/29/23	40071	FABIAN VILLEGAS	2020SC	Invoice: FABIAN VILLEGAS	49.00	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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			1020SC	FABIAN VILLEGAS		49.00
8/29/23	40072	VANESSA ZUCKER	2020SC 1020SC	Invoice: VANESSA ZUCKER VANESSA ZUCKER	50.00	50.00
8/29/23	40073	JOHN VASQUEZ	2020SC 2020SC 1020SC	Invoice: JUL 2023 LEG MTG Invoice: AUG 2023 BOD MTG JOHN VASQUEZ	100.00 100.00	200.00
8/29/23	40074	VERIZON WIRELESS	2020SC 1020SC	Invoice: 9941299562 VERIZON WIRELESS	1,371.16	1,371.16
8/29/23	40075	CAL.NET INC. - WINTER	2020SC 1020SC	Invoice: 3180570 CAL.NET INC. - WINTERS	595.00	595.00
8/29/23	40076	STEVE YOUNG	2020SC 1020SC	Invoice: AUG 2023 BOD MTG STEVE YOUNG	141.92	141.92
8/31/23	PATE J	UMPQUA BANK	2020SC 1020SC	Invoice: PATE JUL 2023 UMPQUA BANK	67.63	67.63
9/1/23	SEPT 20	CALPERS	2020SC 1020SC	Invoice: SEPT 2023 HEALTH CALPERS	27,799.87	27,799.87
9/2/23	EFT 09.0	ONEPOINT HUMAN CAPITAL	2020SC 1020SC	Invoice: 78026 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	661.00	661.00
9/5/23	40077	BUZZ OATES MANAGEMENT	2020SC 1020SC	Invoice: SEP 2023 BUZZ OATES MANAGEMENT SERVICES	4,096.00	4,096.00
9/5/23	40078	CALIFORNIA SURVEYING & DRAFTING	2020SC 1020SC	Invoice: 91336939 CALIFORNIA SURVEYING & DRAFTING	4,000.00	4,000.00
9/5/23	40079	HERUM/ CRABTREE/ SUNTAG	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 109331 Invoice: 109165 Invoice: 109335 Invoice: 109163 Invoice: 109162 Invoice: 109333 Invoice: 109337 Invoice: 109164 Invoice: 109336 Invoice: 109166 HERUM/ CRABTREE/ SUNTAG	920.04 1,338.24 167.28 418.20 1,099.56 1,547.34 125.68 209.10 1,923.72 1,095.99	8,845.15
9/5/23	40080	LINCOLN CONCEPTS	2020SC 1020SC	Invoice: 82023 LINCOLN CONCEPTS	3,500.00	3,500.00
9/5/23	40081	LSA ASSOCIATES, INC.	2020SC 1020SC	Invoice: 189775 LSA ASSOCIATES, INC.	39,255.85	39,255.85
9/5/23	40082	SOLANO COUNTY FLEET MANAGEMENT	2020U 1020SC	Invoice: JUL 2023 SOLANO COUNTY FLEET MANAGEMENT	357.93	357.93
9/5/23	40083	SOLANO RESOURCE CONSERVATION DISTRICT	2020SC 1020SC	Invoice: 2030 SOLANO RESOURCE CONSERVATION DISTRICT	5,284.56	5,284.56
9/5/23	40084	UNIFIED COMMUNICATIONS	2020SC 1020SC	Invoice: i247231 UNIFIED COMMUNICATIONS	7,271.41	7,271.41
9/5/23	40085	VERIZON WIRELESS	2020SC 1020SC	Invoice: 9943010226 VERIZON WIRELESS	2,112.09	2,112.09
9/8/23	EFT 09.0	PAYROLL TAXES	2020SC 1020SC	Invoice: PPE 09.02.2023 PAYROLL TAXES	42,537.95	42,537.95
9/8/23	EFT 09.0	CALPERS	2020SC	Invoice: PPE 09.02.2023	10,620.90	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

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			2020SC	Invoice: PEPRA PPE 09.02.2023	9,014.89	
			2020SC	Invoice: SIP PPE 09.02.2023	9,262.48	
			1020SC	CALPERS		28,898.27
9/13/23	10220	MBK ENGINEERS	2020WC	Invoice: 11354	496.25	
			2020WC	Invoice: 11651	679.00	
			1020SC	MBK ENGINEERS		1,175.25
9/13/23	40086	ZACHARIAH WILKERS	2020SC	Invoice: 15405	315.00	
			2020SC	Invoice: 15424	315.00	
			1020SC	ZACHARIAH WILKERSON		630.00
9/13/23	40087	BELIA MARTINEZ	2020SC	Invoice: 202307	740.00	
			1020SC	BELIA MARTINEZ		740.00
9/13/23	40088	ACWA JOINT POWERS	2020SC	Invoice: 0700646	2,635.82	
			1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		2,635.82
9/13/23	40089	ANGELINA ESPINOZA	2020SC	Invoice: LBO INCEN AUG 2023	215.00	
			1020SC	ANGELINA ESPINOZA		215.00
9/13/23	40090	AMERICAN TOWER CO	2020SC	Invoice: 4328513	771.58	
			1020SC	AMERICAN TOWER CORPORATION		771.58
9/13/23	40091	GAVIN ANDERSON	2020SC	Invoice: EXP REIM AUG 2023	614.39	
			1020SC	GAVIN ANDERSON		614.39
9/13/23	40092	ARC DOCUMENT SOL	2020SC	Invoice: 12218129	4,776.00	
			1020SC	ARC DOCUMENT SOLUTIONS. LLC		4,776.00
9/13/23	40093	ALLISON SEED	2020SC	Invoice: LBO INCEN AUG 2023	175.00	
			1020SC	ALLISON SEED		175.00
9/13/23	40094	BRANDI BUCHANAN	2020SC	Invoice: LBO INCENT AUG 2023	275.00	
			1020SC	BRANDI BUCHANAN		275.00
9/13/23	40095	MATTHEW BIDOU	2020SC	Invoice: EXP REIM AUG 2023	150.65	
			1020SC	MATTHEW BIDOU		150.65
9/13/23	40096	BRERETON ARCHITEC	2020SC	Invoice: 42422	790.00	
			1020SC	BRERETON ARCHITECTS		790.00
9/13/23	40097	CA CENTRAL VALLEY	2020SC	Invoice: 4086	4,069.00	
			1020SC	CA CENTRAL VALLEY FLOOD CONTROL ASSOCIA		4,069.00
9/13/23	40098	CINTAS CORPORATIO	2020SC	Invoice: 9238009559	150.33	
			1020SC	CINTAS CORPORATION		150.33
9/13/23	40099	COUNTY OF YOLO	2020SC	Invoice: 1297341	24.80	
			2020SC	Invoice: 2021999	20.00	
			1020SC	COUNTY OF YOLO		44.80
9/13/23	40100	NORCAL RENTAL GRO	2020SC	Invoice: 5930521-0002	9,985.85	
			1020SC	NORCAL RENTAL GROUP, LLC		9,985.85
9/13/23	40101	DODGE CHRYSLER JE	2020N	Invoice: 3229293/1	3,062.41	
			1020SC	DODGE CHRYSLER JEEP OF VACAVILLE		3,062.41
9/13/23	40102	EAN SERVICES, LLC	2020SC	Invoice: 108002915664	725.75	
			2020SC	Invoice: 108002878894	727.13	
			2020SC	Invoice: 108002483061	727.13	
			2020SC	Invoice: 108002483317	744.14	
			2020SC	Invoice: 108002878685	769.92	
			2020SC	Invoice: 108002483183	715.13	
			1020SC	EAN SERVICES, LLC		4,409.20
9/13/23	40103	FREEDOM EVANS	2020SC	Invoice: EXP REIMB AUG 2023	387.76	
			1020SC	FREEDOM EVANS		387.76

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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9/13/23	40104	EYASCO, INC.	2020SC 1020SC	Invoice: 5521 EYASCO, INC.	38,128.60	38,128.60
9/13/23	40105	HOLLIS ELIZABETH G	2020SC 1020SC	Invoice: LBO INCEN AUG 2023 HOLLIS ELIZABETH GUTIERREZ	110.00	110.00
9/13/23	40106	HIGBY'S COUNTRY FE	2020SC 2020SC 2020SC 1020SC	Invoice: 8114/1 Invoice: 8723/1 Invoice: 8738/1 HIGBY'S COUNTRY FEED INC	130.00 217.39 677.92	1,025.31
9/13/23	40106V	HIGBY'S COUNTRY FE	2020SC 2020SC 2020SC 1020SC	Invoice: 8114/1 Invoice: 8723/1 Invoice: 8738/1 HIGBY'S COUNTRY FEED INC	1,025.31	130.00 217.39 677.92
9/13/23	40107	HAYLIE NEVAREZ	2020SC 1020SC	Invoice: LBO INCENT AUG 2023 HAYLIE NEVAREZ	310.00	310.00
9/13/23	40108	HOME DEPOT CREDIT	2020SC 2020SC 1020SC	Invoice: 8013664 Invoice: 1014630 HOME DEPOT CREDIT SERVICE	65.12 129.62	194.74
9/13/23	40109	DARYL SISCO	2020SC 1020SC	Invoice: 0121847 DARYL SISCO	285.00	285.00
9/13/23	40110	STEPHEN KARR	2020SC 1020SC	Invoice: EXP REIM AUG 2023 STEPHEN KARR	686.44	686.44
9/13/23	40111	AHEAD, INC.	2020SC 1020SC	Invoice: BD0082998 AHEAD, INC.	25,090.56	25,090.56
9/13/23	40112	LES SCHWAB GROUP	2020SC 1020SC	Invoice: 67800280550 LES SCHWAB GROUP HOLDINGS, LLC	20.00	20.00
9/13/23	40113	LSA ASSOCIATES, INC.	2020SC 1020SC	Invoice: 189687 LSA ASSOCIATES, INC.	4,028.75	4,028.75
9/13/23	40114	M&M SANITARY LLC	2020SC 1020SC	Invoice: 607517 M&M SANITARY LLC	202.50	202.50
9/13/23	40115	MARKLEY COVE RESO	2020SC 1020SC	Invoice: LBO INCEN JUL 2023 MARKLEY COVE RESORT	2,840.00	2,840.00
9/13/23	40116	MATHEW MEDEIROS	2020SC 1020SC	Invoice: EXP REIM AUG 2023 MATHEW MEDEIROS	51.09	51.09
9/13/23	40117	MILLENNIUM TERMIT	2020SC 1020SC	Invoice: AUG 2023 MILLENNIUM TERMITE & PEST	51.00	51.00
9/13/23	40118	NORTHERN CA WATE	2020SC 1020SC	Invoice: 10475 NORTHERN CA WATER ASSOCIATION	500.00	500.00
9/13/23	40119	OVIVO USA, LLC.	2020SC 2020SC 1020SC	Invoice: 8485879 Invoice: 8485912 OVIVO USA, LLC.	71,624.12 10,723.17	82,347.29
9/13/23	40120	PACIFIC ACE HARDW	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 359517 Invoice: 359298 Invoice: 359307 Invoice: 359530 Invoice: 359555 Invoice: 192825 Invoice: 359693 Invoice: 359705 Invoice: 359920 Invoice: 359926 Invoice: 359939 Invoice: 359967 Invoice: 360004	10.71 30.02 1.71 13.93 45.76 37.83 132.97 132.97 112.33 285.72 65.14 169.35	102.94

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
			2020SC	Invoice: 360000	35.77	
			2020SC	Invoice: 360297	10.30	
			2020SC	Invoice: 360522	21.81	
			2020SC	Invoice: 360586	209.11	
			2020SC	Invoice: 877065	27.03	
			1020SC	PACIFIC ACE HARDWARE		973.58
9/13/23	40121	THE PERSONNEL PERS	2020SC	Invoice: 26467	285.00	
			1020SC	THE PERSONNEL PERSPECTIVE		285.00
9/13/23	40122	PITNEY BOWES	2020SC	Invoice: FIN CHARGES 8/23	36.20	
			1020SC	PITNEY BOWES		36.20
9/13/23	40123	REILLY HOLMES	2020SC	Invoice: LBO INCEN AUG 2023	130.00	
			1020SC	REILLY HOLMES		130.00
9/13/23	40124	SHELDON	2020SC	Invoice: 14607929	106.18	
			2020SC	Invoice: 15099039	17.18	
			2020SC	Invoice: 13420218	8.59	
			2020SC	Invoice: 13842177	8.59	
			2020SC	Invoice: 13109536	46.44	
			1020SC	SHELDON		186.98
9/13/23	40125	SOLANO COUNTY FLE	2020U	Invoice: AUG 2023	1,065.99	
			1020SC	SOLANO COUNTY FLEET MANAGEMENT		1,065.99
9/13/23	40126	SOLANO RESOURCE C	2020SC	Invoice: 2010	23,857.32	
			1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		23,857.32
9/13/23	40127	STAPLES	2020SC	Invoice: FIN CHRGES	15.65	
			1020SC	STAPLES		15.65
9/13/23	40128	SUISUN VALLEY FRUI	2020SC	Invoice: 80602	348.23	
			2020SC	Invoice: 80612	66.50	
			2020SC	Invoice: 80634	58.99	
			1020SC	SUISUN VALLEY FRUIT GROWERS AS		473.72
9/13/23	40129	SUSTAINABLE SOLAN	2020SC	Invoice: 2023-9-SCWA	12,767.00	
			1020SC	SUSTAINABLE SOLANO INC.		12,767.00
9/13/23	40130	TIFFANY JONES	2020SC	Invoice: LBO INCEN AUG 2023	15.00	
			1020SC	TIFFANY JONES		15.00
9/13/23	40131	TRACTOR SUPPLY CR	2020SC	Invoice: 100197350	622.52	
			1020SC	TRACTOR SUPPLY CREDIT PLAN		622.52
9/13/23	40132	UNITED SCOPE LLC	2020WC	Invoice: 572895	1,571.04	
			1020SC	UNITED SCOPE LLC		1,571.04
9/13/23	40133	HOME DEPOT CREDIT	2020SC	Invoice: 3017298	116.46	
			2020SC	Invoice: 6027759	4.60	
			2020SC	Invoice: 0614976	25.31	
			2020SC	Invoice: 8020804	585.48	
			2020SC	Invoice: 2011795	131.77	
			2020SC	Invoice: 7012507	215.28	
			2020SC	Invoice: 6022061	63.77	
			1020SC	HOME DEPOT CREDIT SERVICE		1,142.67
9/14/23	40119	OVIVO USA, LLC.	2020SC	Invoice: 8485879	71,624.12	
			2020SC	Invoice: 8485912	10,723.17	
			1020SC	OVIVO USA, LLC.		82,347.29
9/14/23	40119V	OVIVO USA, LLC.	2020SC	Invoice: 8485879		71,624.12
			2020SC	Invoice: 8485912		10,723.17
			1020SC	OVIVO USA, LLC.	82,347.29	
9/14/23	ACH 9.	JAMES B. DEROSE	2020SC	Invoice: AUG 2023	6,926.71	
			1020SC	JAMES B. DEROSE		6,926.71

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
9/16/23	EFT 09.1	ONEPOINT HUMAN CA	2020SC 1020SC	Invoice: 78434 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	150.00	150.00
9/19/23	40134	LAURA BERGGREN	2020SC 1020SC	Invoice: 11034 LAURA BERGGREN	988.91	988.91
9/19/23	40135	COUNTY OF YOLO	2020SC 1020SC	Invoice: 2023268 COUNTY OF YOLO	23.20	23.20
9/19/23	40136	ERNST & YOUNG U.S.	2020N 1020SC	Invoice: US01U001330725 ERNST & YOUNG U.S. LLP	3,413.00	3,413.00
9/19/23	40137	FLUME INC	2020SC 1020SC	Invoice: 1879 FLUME INC	324.38	324.38
9/19/23	40138	HARVEST SANITATIO	2020SC 1020SC	Invoice: 30512 HARVEST SANITATION	753.45	753.45
9/19/23	40139	HAUGHN & SON TIRE	2020SC 1020SC	Invoice: 7089B HAUGHN & SON TIRE SERVICE INC	30.00	30.00
9/19/23	40140	HERRERA TRUCKING	2020SC 1020SC	Invoice: 15105 HERRERA TRUCKING CO., INC.	1,164.50	1,164.50
9/19/23	40141	INTERSTATE OIL COM	2020SC 1020SC	Invoice: CL65644 INTERSTATE OIL COMPANY	1,735.62	1,735.62
9/19/23	40142	J.T. MARTIN	2020SC 1020SC	Invoice: 7348 J.T. MARTIN	9,269.00	9,269.00
9/19/23	40143	MARKLEY COVE RESO	2020SC 1020SC	Invoice: QUAGGA JUL 2023 MARKLEY COVE RESORT	2,840.00	2,840.00
9/19/23	40144	NORDIC INDUSTRIES, I	2020SC 1020SC	Invoice: 12243 NORDIC INDUSTRIES, INC.	6,729.86	6,729.86
9/19/23	40145	UBEO WEST LLC	2020SC 1020SC	Invoice: 4236296 UBEO WEST LLC	453.53	453.53
9/19/23	40146	REEB GOVERNMENT R	2020SC 1020SC	Invoice: 034-OCT-2023 REEB GOVERNMENT RELATIONS, LLC	10,000.00	10,000.00
9/19/23	40147	SOLANO IRRIGATION	2020SC 2020SC 1020SC	Invoice: 0040867 Invoice: 0040866 SOLANO IRRIGATION DISTRICT	452.55 20,058.55	20,511.10
9/19/23	40148	STAPLES	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 3546219524 Invoice: 3546880207 Invoice: 3546880206 Invoice: 3546880205 STAPLES	342.37  52.69	9.11 89.15 296.80
9/20/23	EFT	WEX BANK	2020SC 1020SC	Invoice: 91736967 WEX BANK	3,241.98	3,241.98
9/21/23	EFT 09.1	CALPERS	2020SC 2020SC 2020SC 1020SC	Invoice: PEPRA PPE 09.16.2023 Invoice: PPE 09.16.2023 Invoice: SIP PPE 09.16.2023 CALPERS	8,588.06 11,529.16 6,840.96	26,958.18
9/22/23	EFT 09.1	PAYROLL TAXES	2020SC 1020SC	Invoice: PPE 09.16.2023 PAYROLL TAXES	32,672.84	32,672.84
9/25/23	ASHLE	UMPQUA BANK	2020SC 1020SC	Invoice: ASHLEY AUG 2023 UMPQUA BANK	718.73	718.73
9/25/23	BARICH	UMPQUA BANK	2020SC 1020SC	Invoice: BARICH AUG 2023 UMPQUA BANK	180.00	180.00
9/25/23	CRUZ A	UMPQUA BANK	2020SC	Invoice: CRUZ AUG 2023	15.99	



## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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			1020SC	UMPQUA BANK		15.99
9/25/23	CUETA	UMPQUA BANK	2020SC 1020SC	Invoice: CUETARA AUG 2023 UMPQUA BANK	1,841.60	1,841.60
9/25/23	FEHRE	UMPQUA BANK	2020SC 1020SC	Invoice: FEHRENKAMP AUG 2023 UMPQUA BANK	836.85	836.85
9/25/23	FLORE	UMPQUA BANK	2020SC 1020SC	Invoice: FLORENDO AUG 2023 UMPQUA BANK	344.99	344.99
9/25/23	FOX AU	UMPQUA BANK	2020SC 1020SC	Invoice: FOX AUG 2023 UMPQUA BANK	925.76	925.76
9/25/23	GANTN	UMPQUA BANK	2020SC 1020SC	Invoice: GANTNER AUG 2023 UMPQUA BANK	3,808.70	3,808.70
9/25/23	GOODI	UMPQUA BANK	2020SC 1020SC	Invoice: GOODING AUG 2023 UMPQUA BANK	500.78	500.78
9/25/23	HYER A	UMPQUA BANK	2020SC 1020SC	Invoice: HYER AUG 2023 UMPQUA BANK	929.22	929.22
9/25/23	JONES	UMPQUA BANK	2020SC 1020SC	Invoice: JONES AUG 2023 UMPQUA BANK	1,429.60	1,429.60
9/25/23	LEE AU	UMPQUA BANK	2020SC 1020SC	Invoice: LEE AUG 2023 UMPQUA BANK	2,173.16	2,173.16
9/25/23	MARQU	UMPQUA BANK	2020SC 1020SC	Invoice: MARQUEZ AUG 2023 UMPQUA BANK	91.78	91.78
9/25/23	MOORE	UMPQUA BANK	2020SC 1020SC	Invoice: MOORE AUG 2023 UMPQUA BANK	607.10	607.10
9/25/23	MORRI	UMPQUA BANK	2020SC 1020SC	Invoice: MORRIS AUG 2023 UMPQUA BANK	487.60	487.60
9/25/23	PEREZ	UMPQUA BANK	2020SC 1020SC	Invoice: PEREZ AUG 2023 UMPQUA BANK	1,134.77	1,134.77
9/25/23	POORE	UMPQUA BANK	2020SC 1020SC	Invoice: POORE AUG 2023 UMPQUA BANK	118.11	118.11
9/25/23	RABID	UMPQUA BANK	2020SC 1020SC	Invoice: RABIDOUX AUG 2023 UMPQUA BANK	80.54	80.54
9/25/23	SHTAY	UMPQUA BANK	2020SC 1020SC	Invoice: SHTAYYEH AUG 2023 UMPQUA BANK	904.80	904.80
9/25/23	STEVE	UMPQUA BANK	2020SC 1020SC	Invoice: STEVENSON AUG 2023 UMPQUA BANK	100.00	100.00
9/25/23	WILLIN	UMPQUA BANK	2020SC 1020SC	Invoice: WILLINGMYRE AUG 2023 UMPQUA BANK	175.00	175.00
9/26/23	40149	ZACHARIAH WILKERS	2020SC 1020SC	Invoice: 15423 ZACHARIAH WILKERSON	7,605.96	7,605.96
9/26/23	40150	BELIA MARTINEZ	2020SC 2020SC 1020SC	Invoice: 202308 Invoice: 202309 BELIA MARTINEZ	740.00 925.00	1,665.00
9/26/23	40151	ALPHA MEDIA LLC	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 700066-1 Invoice: 700070-2 Invoice: 700016-2 Invoice: 699971-2 ALPHA MEDIA LLC	3,000.00 7,200.00 3,000.00 4,500.00	17,700.00
9/26/23	40152	BLANKINSHIP & ASSO	2020SC 2020SC 1020SC	Invoice: BA9022 Invoice: BA9023 BLANKINSHIP & ASSOCIATES, INC.	3,227.05 2,567.33	5,794.38

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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9/26/23	40153	BSK ASSOCIATES	2020SC 1020SC	Invoice: SG04735 BSK ASSOCIATES	965.00	965.00
9/26/23	40154	CANON FINANCIAL SE	2020SC 1020SC	Invoice: 31231215 CANON FINANCIAL SERVICES, INC.	949.88	949.88
9/26/23	40155	CBEC, INC.	2020N 1020SC	Invoice: 22-1007-16 CBEC, INC.	8,715.75	8,715.75
9/26/23	40156	CDW LLC	2020SC 1020SC	Invoice: LP25030 CDW LLC	4.00	4.00
9/26/23	40157	CINTAS CORPORATIO	2020SC 2020SC 1020SC	Invoice: 5175128170 Invoice: 5175128144 CINTAS CORPORATION	223.19 123.12	346.31
9/26/23	40158	COUNTY OF YOLO	2020SC 2020SC 1020SC	Invoice: 2022732 Invoice: 2029686 COUNTY OF YOLO	20.80 198.00	218.80
9/26/23	40159	FEDEX EXPRESS	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 8-205-92639 Invoice: 8-213-16957 Invoice: 9-657-05128 Invoice: 8-234-99167 Invoice: 8-242-52707 Invoice: 8-249-41909 FEDEX EXPRESS	297.82 164.97 2.58 144.93 188.89 127.99	927.18
9/26/23	40160	HOLT OF CALIFORNIA	2020SC 1020SC	Invoice: ER7774070010 HOLT OF CALIFORNIA	7,573.90	7,573.90
9/26/23	40161	HOOD PROMOTIONS G	2020SC 1020SC	Invoice: 6452 HOOD PROMOTIONS GROUP, INC.	920.28	920.28
9/26/23	40162	JEFFREY J JANIK	2020N 1020SC	Invoice: 0823-3 JEFFREY J JANIK	1,250.00	1,250.00
9/26/23	40163	LANDMARK CONSTRU	2020SC 1020SC	Invoice: 8 LANDMARK CONSTRUCTION	214,963.97	214,963.97
9/26/23	40164	MARKLEY COVE RESO	2020SC 1020SC	Invoice: LBO STAFF AUG 2023 MARKLEY COVE RESORT	1,480.00	1,480.00
9/26/23	40165	NORTH VILLAGE DEV	2020SC 1020SC	Invoice: NORTH VILLAGE DEVE NORTH VILLAGE DEVELOPMENT, INC.	2,000.00	2,000.00
9/26/23	40166	PACIFIC GAS & ELECT	2020SC 1020SC	Invoice: 7/21/23-8/20/23 PACIFIC GAS & ELECTRIC CO,	64.74	64.74
9/26/23	40167	PAT DAVIS DESIGN GR	2020SC 1020SC	Invoice: 7501 PAT DAVIS DESIGN GROUP, INC	3,990.00	3,990.00
9/26/23	40168	ELIZABETH PATTERSO	2020SC 2020SC 1020SC	Invoice: 015 Invoice: 016 ELIZABETH PATTERSON	590.00 973.50	1,563.50
9/26/23	40169	PITNEY BOWES	2020SC 1020SC	Invoice: LATE FEES 9/8/23 PITNEY BOWES	31.88	31.88
9/26/23	40170	RECOLOGY VACAVILL	2020SC 2020SC 1020SC	Invoice: 51559417 Invoice: 51558302 RECOLOGY VACAVILLE SOLANO	108.22 285.57	393.79
9/26/23	40171	RECOLOGY HAY ROA	2020SC 1020SC	Invoice: 01240894 RECOLOGY HAY ROAD	772.82	772.82
9/26/23	40172	REGIONAL GOVERNMENT	2020SC 1020SC	Invoice: 15573 REGIONAL GOVERNMENT SERVICES AUTHORITY	2,424.73	2,424.73

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amount	Credit Amount
9/26/23	40173	RICHARD HEATH & AS	2020SC 2020SC 1020SC	Invoice: wcp-304 Invoice: WCP-307 RICHARD HEATH & ASSOCIATES, INC.	3,500.00 12,004.54	15,504.54
9/26/23	40174	RESOURCE MANAGEM	2020U 1020SC	Invoice: 7734 RESOURCE MANAGEMENT ASSOCIATES	2,167.50	2,167.50
9/26/23	40175	SHANDAM INC.	2020SC 2020SC 1020SC	Invoice: 083123AGS8 Invoice: 083123AGS18 SHANDAM INC.	17,100.00 14,107.50	31,207.50
9/26/23	40176	SOLANO IRRIGATION	2020SC 2020SC 1020SC	Invoice: 0040870 Invoice: 0040871 SOLANO IRRIGATION DISTRICT	194,109.93 96,951.08	291,061.01
9/26/23	40177	TERRA REALTY ADVIS	2020SC 1020SC	Invoice: 2023-01585 TERRA REALTY ADVISORS, INC.	3,707.24	3,707.24
9/26/23	40178	THE REGENTS OF THE	2020SC 2020SC 1020SC	Invoice: 20902-66 Invoice: 20902-67 THE REGENTS OF THE UNIVERSITY OF CA	69,380.18 105,055.56	174,435.74
9/26/23	40179	KATHLEEN A SALMUN	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 394 Invoice: 395 Invoice: 393 Invoice: 396 Invoice: 398 Invoice: 397 Invoice: 399 KATHLEEN A SALMUNOVICH	1,325.00 825.00 200.00 50.00 6,000.00 50.00 816.90	9,266.90
9/26/23	40180	HERMAN BARNES	2020SC 1020SC	Invoice: HERMAN BARNES HERMAN BARNES	1,500.00	1,500.00
9/26/23	40181	JUANITA BATISTE	2020SC 1020SC	Invoice: JUANITA BATISTE JUANITA BATISTE	1,500.00	1,500.00
9/26/23	40182	LOIDA BAUTISTA	2020SC 1020SC	Invoice: LOIDA BAUTISTA LOIDA BAUTISTA	1,500.00	1,500.00
9/26/23	40183	BRITTANY BEARD	2020SC 1020SC	Invoice: BRITTANY BEARD BRITTANY BEARD	1,500.00	1,500.00
9/26/23	40184	FERDINAND BELLI	2020SC 1020SC	Invoice: FERDINAND BELLI FERDINAND BELLI	1,297.50	1,297.50
9/26/23	40185	NARISSA BESADA	2020SC 1020SC	Invoice: NARISSA BESADA NARISSA BESADA	100.00	100.00
9/26/23	40186	NATHAN BLUNT	2020SC 1020SC	Invoice: NATHAN BLUNT NATHAN BLUNT	945.00	945.00
9/26/23	40187	ROBERT BORGES	2020SC 1020SC	Invoice: ROBERT BORGES ROBERT BORGES	972.00	972.00
9/26/23	40188	ROGES BOUTTE, JR.	2020SC 1020SC	Invoice: ROGES BOUTTE, JR. ROGES BOUTTE, JR.	826.50	826.50
9/26/23	40189	RACHEL BROWN	2020SC 1020SC	Invoice: RACHEL BROWN RACHEL BROWN	727.00	727.00
9/26/23	40190	JANINE CARLSON	2020SC 1020SC	Invoice: JANINE CARLSON JANINE CARLSON	100.00	100.00
9/26/23	40191	ANGELA CASERZA	2020SC 1020SC	Invoice: ANGELA CASERZA ANGELA CASERZA	1,784.00	1,784.00
9/26/23	40192	ELVIS CASTANEDA	2020SC 1020SC	Invoice: ELVIS CASTANEDA ELVIS CASTANEDA	39.00	39.00

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

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9/26/23	40193	LINH CHAU	2020SC 1020SC	Invoice: LINH CHAU LINH CHAU	1,113.00	1,113.00
9/26/23	40194	CESAR CHAVEZ	2020SC 1020SC	Invoice: CESAR CHAVEZ CESAR CHAVEZ	1,500.00	1,500.00
9/26/23	40195	CORAL-LYNN DAVILA	2020SC 1020SC	Invoice: CORAL-LYNN DAVILA CORAL-LYNN DAVILA	2,000.00	2,000.00
9/26/23	40196	ANITA DEMMON	2020SC 1020SC	Invoice: ANITA DEMMON ANITA DEMMON	1,500.00	1,500.00
9/26/23	40197	IRENE DURAN	2020SC 1020SC	Invoice: IRENE DURAN IRENE DURAN	100.00	100.00
9/26/23	40198	VANITA FINNEY	2020SC 1020SC	Invoice: VANITA FINNEY VANITA FINNEY	1,212.00	1,212.00
9/26/23	40199	GEORGE FLOOK	2020SC 1020SC	Invoice: GEORGE FLOOK GEORGE FLOOK	2,000.00	2,000.00
9/26/23	40200	EILEEN FOSTER	2020SC 1020SC	Invoice: EILEEN FOSTER EILEEN FOSTER	59.00	59.00
9/26/23	40201	WILLIAM JONES SR.	2020SC 1020SC	Invoice: WILLIAM JONES SR. WILLIAM JONES SR.	599.00	599.00
9/26/23	40202	LUIS LAGRISOLA	2020SC 1020SC	Invoice: LUIS LAGRISOLA LUIS LAGRISOLA	100.00	100.00
9/26/23	40203	GWEN LEWIS	2020SC 1020SC	Invoice: GWEN LEWIS GWEN LEWIS	100.00	100.00
9/26/23	40204	JIPING LIN	2020SC 1020SC	Invoice: JIPING LIN JIPING LIN	1,500.00	1,500.00
9/26/23	40205	CHRISTINE MORRISON	2020SC 1020SC	Invoice: CHRISTINE MORRISON CHRISTINE MORRISON	1,029.00	1,029.00
9/26/23	40206	RONALD OZELLA	2020SC 1020SC	Invoice: RONALD OZELLA1 RONALD OZELLA	287.40	287.40
9/26/23	40207	MERYL POMPINO	2020SC 1020SC	Invoice: MERYL POMPINO MERYL POMPINO	100.00	100.00
9/26/23	40208	JAYASHREE RENUKU	2020SC 1020SC	Invoice: JAYASHREE RENUKUNTA JAYASHREE RENUKUNTA	42.68	42.68
9/26/23	40209	TROY SCHMIDT	2020SC 1020SC	Invoice: TROY SCHMIDT TROY SCHMIDT	1,500.00	1,500.00
9/26/23	40210	ASGERDUR THORVAL	2020SC 1020SC	Invoice: ASGERDUR THORVALDOTT ASGERDUR THORVALDSDOTTIR	9.00	9.00
9/26/23	40211	SAMIRA VIGHEN	2020SC 1020SC	Invoice: SAMIRA VIGHEN SAMIRA VIGHEN	100.00	100.00
9/26/23	40212	NAZDEEP VIRK	2020SC 1020SC	Invoice: NAZDEEP VIRK NAZDEEP VIRK	720.00	720.00
9/26/23	40213	AARON WILSON	2020SC 1020SC	Invoice: AARON WILSON AARON WILSON	100.00	100.00
9/26/23	40214	DIANA WINNINGHAM	2020SC 1020SC	Invoice: DIANA WINNINGHAM DIANA WINNINGHAM	1,500.00	1,500.00
9/26/23	40215	VERIZON WIRELESS	2020SC 1020SC	Invoice: 9943696277 VERIZON WIRELESS	1,372.10	1,372.10
9/26/23	40216	WEST YOST & ASSOCI	2020SC 1020SC	Invoice: 2054749 WEST YOST & ASSOCIATES, INC.	5,117.25	5,117.25

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Aug 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Name	Account	Line Description	Debit Amoun	Credit Amou
9/26/23	40217	CAL.NET INC. - WINTE	2020SC 1020SC	Invoice: 3206571 CAL.NET INC. - WINTERS	595.00	595.00
9/26/23	40218	YOLO COUNTY RCD	2020SC 1020SC	Invoice: DS10-02 YOLO COUNTY RCD	5,147.50	5,147.50
9/28/23	40169V	PITNEY BOWES	2020SC 1020SC	Invoice: LATE FEES 9/8/23 PITNEY BOWES	31.88	31.88
Total					6,179,021.65	6,179,021.65

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:       October 12, 2023

SUBJECT:   Financial Report Approval

RECOMMENDATIONS:


Approve the quarterly Income Statement and Balance Sheet for the period ending September 2023.

FINANCIAL IMPACT:

All revenues and expenditures are reported within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors receive quarterly financial reports. Attached are the Income Statement and the Balance Sheet of the Water Agency for the period ending September 2023. Additional backup information is available upon request.

Recommended:   
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
Revenues								
4001G	SECURED	\$ 0.00	\$ 97,200.00	(97,200.00)	(100.00)	\$ 0.00	0.00	0.00
4001N	SECURED	0.00	15,780,700.00	(15,780,700.00)	(100.00)	0.00	0.00	0.00
4001SC	SECURED	0.00	9,700,000.00	(9,700,000.00)	(100.00)	0.00	0.00	0.00
4001U	SECURED	0.00	1,300,000.00	(1,300,000.00)	(100.00)	0.00	0.00	0.00
4002G	UNSECURED	0.00	5,400.00	(5,400.00)	(100.00)	0.00	0.00	0.00
4002N	UNSECURED	0.00	429,000.00	(429,000.00)	(100.00)	0.00	0.00	0.00
4002SC	UNSECURED	0.00	329,100.00	(329,100.00)	(100.00)	0.00	0.00	0.00
4002U	UNSECURED	0.00	39,000.00	(39,000.00)	(100.00)	0.00	0.00	0.00
4004G	CURRENT SUPPLEMENTAL	0.00	3,100.00	(3,100.00)	(100.00)	0.00	0.00	0.00
4004N	CURRENT SUPPLEMENTAL	0.00	503,300.00	(503,300.00)	(100.00)	0.00	0.00	0.00
4004SC	CURRENT SUPPLEMENTAL	0.00	234,900.00	(234,900.00)	(100.00)	0.00	0.00	0.00
4004U	CURRENT SUPPLEMENTAL	0.00	32,000.00	(32,000.00)	(100.00)	0.00	0.00	0.00
4100N	WATER SALES	0.00	1,836,645.00	(1,836,645.00)	(100.00)	0.00	0.00	0.00
4100SC	WATER SALES	0.00	93,000.00	(93,000.00)	(100.00)	0.00	0.00	0.00
4103N	CONVEYANCE SETTLEMENT	0.00	408,890.00	(408,890.00)	(100.00)	0.00	0.00	0.00
4110N	NAPA MAKE WHOLE	0.00	312,000.00	(312,000.00)	(100.00)	0.00	0.00	0.00
4120N	SWP ADJUSTMENTS	0.00	300,000.00	(300,000.00)	(100.00)	0.00	0.00	0.00
4402WC	INTEREST - MONEY MGMT	5.24	50.00	(44.76)	(89.52)	17.25	(12.01)	(69.62)
4403SC	INTEREST - CHECKING	74.94	200.00	(125.06)	(62.53)	62.98	11.96	18.99
4404G	INTEREST - LAIF - GREEN VALLEY	1,634.25	2,000.00	(365.75)	(18.29)	1,722.02	(87.77)	(5.10)
4404N	INTEREST - LAIF - SWP	141,539.88	200,000.00	(58,460.12)	(29.23)	149,140.57	(7,600.69)	(5.10)
4404SC	INTEREST - LAIF - SP	94,969.89	130,000.00	(35,030.11)	(26.95)	101,310.90	(6,341.01)	(6.26)
4404U	INTEREST - LAIF - ULATIS	44,932.63	58,000.00	(13,067.37)	(22.53)	47,345.51	(2,412.88)	(5.10)
4405G	INTEREST - CAMP - GREEN VALLE	615.00	3,500.00	(2,885.00)	(82.43)	784.53	(169.53)	(21.61)
4405N	INTEREST - CAMP - SWP	53,263.80	375,000.00	(321,736.20)	(85.80)	65,628.07	(12,364.27)	(18.84)
4405SC	INTEREST - CAMP - SP	35,738.75	200,000.00	(164,261.25)	(82.13)	44,406.62	(8,667.87)	(19.52)
4405U	INTEREST - CAMP - ULATIS	16,908.89	100,000.00	(83,091.11)	(83.09)	20,627.34	(3,718.45)	(18.03)
4407G	INTEREST- INVESTMENT	77.37	600.00	(522.63)	(87.11)	92.22	(14.85)	(16.10)
4407N	INTEREST - INVESTMENTS	6,701.11	60,000.00	(53,298.89)	(88.83)	7,840.27	(1,139.16)	(14.53)
4407SC	INTEREST - INVESTMENTS	4,496.29	35,000.00	(30,503.71)	(87.15)	5,284.02	(787.73)	(14.91)
4407U	INTEREST - INVESTMENTS	2,127.30	15,000.00	(12,872.70)	(85.82)	2,475.93	(348.63)	(14.08)
4507G	HOMEOWNER RELIEF	0.00	1,100.00	(1,100.00)	(100.00)	0.00	0.00	0.00
4507N	HOMEOWNER RELIEF	0.00	77,600.00	(77,600.00)	(100.00)	0.00	0.00	0.00
4507SC	HOMEOWNER RELIEF	0.00	72,000.00	(72,000.00)	(100.00)	0.00	0.00	0.00
4507U	HOMEOWNER RELIEF	0.00	10,200.00	(10,200.00)	(100.00)	0.00	0.00	0.00
4600SC	REDEVELOP - DIX/RV	0.00	66,800.00	(66,800.00)	(100.00)	0.00	0.00	0.00
4601SC	REDEVELOP - VACAVILLE	0.00	920,000.00	(920,000.00)	(100.00)	0.00	0.00	0.00

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
4601U	REDEVELOP - VACAVILLE	0.00	525,000.00	(525,000.00)	(100.00)	0.00	0.00	0.00
4602G	REDEVELOP - FAIRFIELD	0.00	36,000.00	(36,000.00)	(100.00)	0.00	0.00	0.00
4602SC	REDEVELOP - FAIRFIELD	0.00	1,250,000.00	(1,250,000.00)	(100.00)	0.00	0.00	0.00
4603SC	REDEVELOP - SUISUN CITY	0.00	561,378.00	(561,378.00)	(100.00)	0.00	0.00	0.00
4604SC	REDEVELOP - VALLEJO	0.00	63,000.00	(63,000.00)	(100.00)	0.00	0.00	0.00
4702SC	BOATING AND WATERWAYS	0.00	224,000.00	(224,000.00)	(100.00)	0.00	0.00	0.00
4706SC	NISHIKAWA GRANT	0.00	250,000.00	(250,000.00)	(100.00)	0.00	0.00	0.00
4900AC	MISCELLANEOUS INCOME	8.85	17.00	(8.15)	(47.94)	8.85	0.00	0.00
4900N	MISC INCOME	0.00	22,241.00	(22,241.00)	(100.00)	8,620.37	(8,620.37)	(100.00)
4900SC	MISCELLANEOUS INCOME	0.00	17,241.00	(17,241.00)	(100.00)	8,620.36	(8,620.36)	(100.00)
4906SC	SACKETT RANCH LEASE REVENUE	4,800.00	18,000.00	(13,200.00)	(73.33)	4,800.00	0.00	0.00
4907N	LANG-TULE REVENUES	0.00	0.00	0.00	0.00	5,000.00	(5,000.00)	(100.00)
4930U	O&M - OTHER AGENCIES	0.00	8,000.00	(8,000.00)	(100.00)	0.00	0.00	0.00
4940AC	OVERHEAD DISTRIBUTION REIMB	257,144.83	8,830,167.00	(8,573,022.17)	(97.09)	1,217,142.76	(959,997.93)	(78.87)
4960WC	WATERMASTER INCOME	38.46	4,000.00	(3,961.54)	(99.04)	103.82	(65.36)	(62.96)
4970AC	WATER CONSERVATION REIMBUR	0.00	240,000.00	(240,000.00)	(100.00)	0.00	0.00	0.00
4972AC	BAY AREA IRWMP GRANT	0.00	70,000.00	(70,000.00)	(100.00)	0.00	0.00	0.00
Total Revenues		665,077.48	45,850,329.00	(45,185,251.52)	(98.55)	1,691,034.39	(1,025,956.91)	(60.67)
Cost of Sales								
Total Cost of Sales		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit		665,077.48	45,850,329.00	(45,185,251.52)	(98.55)	1,691,034.39	(1,025,956.91)	(60.67)
Expenses								
5500AC	CAPITAL EXPENDITURES	502,910.18	451,600.00	51,310.18	11.36	17,180.19	485,729.99	2,827.27
5500G	CAPITAL EXPENDITURES	0.00	19,200.00	(19,200.00)	(100.00)	0.00	0.00	0.00
5500N	CAPITAL EXPENDITURES	0.00	293,800.00	(293,800.00)	(100.00)	0.00	0.00	0.00
5500SC	CAPITAL EXPENDITURES	341,479.25	2,247,000.00	(1,905,520.75)	(84.80)	316,734.36	24,744.89	7.81
5500U	CAPITAL EXPENDITURES	0.00	38,400.00	(38,400.00)	(100.00)	0.00	0.00	0.00
5551SC	DEBT SERVICE-PRINCIPAL	2,363.64	14,345.00	(11,981.36)	(83.52)	2,307.75	55.89	2.42
5556SC	DEBT SERVICE - INTEREST	293.64	1,598.00	(1,304.36)	(81.62)	349.53	(55.89)	(15.99)
6010AC	GROSS SALARIES	963,864.03	4,558,841.00	(3,594,976.97)	(78.86)	670,500.49	293,363.54	43.75
6011AC	PERS RETIREMENT	99,818.19	503,848.00	(404,029.81)	(80.19)	81,209.91	18,608.28	22.91
6012AC	PAYROLL TAXES	40,584.17	195,923.00	(155,338.83)	(79.29)	27,373.48	13,210.69	48.26



SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
6013AC	EMPLOYEE BENEFITS	97,441.12	566,980.00	(469,538.88)	(82.81)	91,604.11	5,837.01	6.37
6016AC	OPEB/PENSION UNFUNDED EXPEN	0.00	238,110.00	(238,110.00)	(100.00)	0.00	0.00	0.00
6030AC	TELEPHONE	6,513.95	41,592.00	(35,078.05)	(84.34)	8,159.12	(1,645.17)	(20.16)
6040AC	OFFICE EXPENSE	24,061.98	174,875.00	(150,813.02)	(86.24)	4,898.22	19,163.76	391.24
6041AC	OFFICE EQUIPMENT	3,076.25	28,000.00	(24,923.75)	(89.01)	2,912.75	163.50	5.61
6042AC	SAFETY TRAINING & EQUIPMENT	2,891.81	15,025.00	(12,133.19)	(80.75)	2,515.37	376.44	14.97
6043AC	OFFICE HELP - TEMPORARY	0.00	10,000.00	(10,000.00)	(100.00)	2,781.70	(2,781.70)	(100.00)
6044AC	HR -EMPLOYEE SUPPORT	237.24	64,600.00	(64,362.76)	(99.63)	4,997.31	(4,760.07)	(95.25)
6045AC	LAUNDRY	124.51	0.00	124.51	0.00	0.00	124.51	0.00
6050AC	POSTAGE	558.72	3,700.00	(3,141.28)	(84.90)	542.83	15.89	2.93
6060AC	SID OFFICE EXPENSE	11,799.50	35,000.00	(23,200.50)	(66.29)	23,663.35	(11,863.85)	(50.14)
6090AC	MEMBERSHIPS	1,326.84	80,559.00	(79,232.16)	(98.35)	18,174.25	(16,847.41)	(92.70)
6090N	SWC DUES	0.00	121,000.00	(121,000.00)	(100.00)	118,812.00	(118,812.00)	(100.00)
6100G	PPTY TAX ADMIN FEE	0.00	1,300.00	(1,300.00)	(100.00)	0.00	0.00	0.00
6100SC	PPTY TAX ADMIN FEE	0.00	120,000.00	(120,000.00)	(100.00)	0.00	0.00	0.00
6100U	PPTY TAX ADMIN FEE	0.00	17,000.00	(17,000.00)	(100.00)	0.00	0.00	0.00
6105N	PETERSEN RANCH EXPENSES	0.00	75,000.00	(75,000.00)	(100.00)	0.00	0.00	0.00
6105SC	PETERSEN RANCH EXPENSES	47,345.26	100,000.00	(52,654.74)	(52.65)	80,270.38	(32,925.12)	(41.02)
6106SC	SACKETT RANCH EXPENSES	10,786.88	120,000.00	(109,213.12)	(91.01)	29,211.26	(18,424.38)	(63.07)
6107N	LANG-TULE MAINTENANCE	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
6111AC	PS - PAYROLL SERVICES	3,454.50	10,500.00	(7,045.50)	(67.10)	1,817.20	1,637.30	90.10
6112AC	PS - COMPUTER SERVICES	135,496.33	679,050.00	(543,553.67)	(80.05)	195,966.86	(60,470.53)	(30.86)
6115AC	TALENT DECISION MONITORING	9,545.26	10,300.00	(754.74)	(7.33)	5,000.00	4,545.26	90.91
6128AC	GOVERNMENTAL ADVOCACY	25,875.00	77,000.00	(51,125.00)	(66.40)	19,000.00	6,875.00	36.18
6128N	GOVERNMENTAL ADVOCACY	25,875.00	80,000.00	(54,125.00)	(67.66)	19,000.00	6,875.00	36.18
6130SC	LPCCC - VEGETATION	364.75	16,362.00	(15,997.25)	(97.77)	5,161.12	(4,796.37)	(92.93)
6140AC	CONSULTANTS	53,046.49	299,500.00	(246,453.51)	(82.29)	51,973.00	1,073.49	2.07
6140N	CONSULTANTS	22,796.95	276,000.00	(253,203.05)	(91.74)	25,563.81	(2,766.86)	(10.82)
6140SC	CONSULTANTS	25,210.56	708,000.00	(682,789.44)	(96.44)	31,488.91	(6,278.35)	(19.94)
6140U	CONSULTANTS	6,690.62	150,000.00	(143,309.38)	(95.54)	12,243.33	(5,552.71)	(45.35)
6144AC	HYDROLOGY STATIONS	2,605.06	34,000.00	(31,394.94)	(92.34)	3,762.65	(1,157.59)	(30.77)
6144N	HYDROLOGY STATIONS	2,969.45	62,000.00	(59,030.55)	(95.21)	6,819.48	(3,850.03)	(56.46)
6144SC	HYDROLOGY STATIONS	21,256.97	152,000.00	(130,743.03)	(86.02)	27,502.95	(6,245.98)	(22.71)
6144U	HYDROLOGY STATIONS	525.95	25,000.00	(24,474.05)	(97.90)	3,896.57	(3,370.62)	(86.50)
6148SC	LPCCC - WILDLIFE	0.00	89,989.00	(89,989.00)	(100.00)	0.00	0.00	0.00
6149SC	LPCCC - FISHERIES	200.00	89,989.00	(89,789.00)	(99.78)	673.30	(473.30)	(70.30)
6161N	WATERSHED PROGRAM	3,522.51	114,000.00	(110,477.49)	(96.91)	1,988.51	1,534.00	77.14
6161SC	SOLANO PROJECT WQ MONITORI	616.30	30,000.00	(29,383.70)	(97.95)	3,670.86	(3,054.56)	(83.21)

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
6164SC	SOLANO PROJECT INVASIVES	2,805.49	150,650.00	(147,844.51)	(98.14)	0.00	2,805.49	0.00
6165N	Yolo Bypass/Cache Slough Progr	7,354.50	890,000.00	(882,645.50)	(99.17)	63,621.38	(56,266.88)	(88.44)
6166SC	UPPER PUTAH CREEK MGMT	64,278.22	290,000.00	(225,721.78)	(77.84)	83,164.95	(18,886.73)	(22.71)
6170N	NBA RELIABILITY PROGRAM	0.00	200,000.00	(200,000.00)	(100.00)	0.00	0.00	0.00
6170SC	INTER-DAM REACH MANAGEMEN	46,965.32	55,000.00	(8,034.68)	(14.61)	1,994.57	44,970.75	2,254.66
6170WC	MBK	1,081.25	32,000.00	(30,918.75)	(96.62)	13,584.20	(12,502.95)	(92.04)
6181SC	LPCCC EQUIPMENT	6,497.05	50,000.00	(43,502.95)	(87.01)	19,847.04	(13,349.99)	(67.26)
6183SC	LPCCC NURSERY	1,712.02	180,000.00	(178,287.98)	(99.05)	3,523.77	(1,811.75)	(51.42)
6199SC	LPCCC MISC. SUPPLIES	1,353.50	17,000.00	(15,646.50)	(92.04)	2,833.68	(1,480.18)	(52.24)
6210AC	BOARD EXPENSES	3,993.60	20,000.00	(16,006.40)	(80.03)	3,363.66	629.94	18.73
6230SC	FIELD SUPPLIES	12,405.08	95,000.00	(82,594.92)	(86.94)	11,666.14	738.94	6.33
6230WC	MISC WATERMASTER EXP	22.00	264.00	(242.00)	(91.67)	66.00	(44.00)	(66.67)
6250SC	HCP PLANNING	39,255.85	613,000.00	(573,744.15)	(93.60)	41,237.20	(1,981.35)	(4.80)
6300AC	CAR MAINTENANCE	13,753.25	29,600.00	(15,846.75)	(53.54)	5,246.24	8,507.01	162.15
6310AC	FUEL	9,164.98	59,800.00	(50,635.02)	(84.67)	15,066.84	(5,901.86)	(39.17)
6320U	GARAGE SERVICES	1,507.00	20,000.00	(18,493.00)	(92.47)	6,713.22	(5,206.22)	(77.55)
6330AC	TRAVEL	1,940.35	6,500.00	(4,559.65)	(70.15)	1,748.70	191.65	10.96
6350AC	INSURANCE	0.00	101,000.00	(101,000.00)	(100.00)	22,090.60	(22,090.60)	(100.00)
6360AC	EDUCATION & TRAINING	28,222.69	50,000.00	(21,777.31)	(43.55)	5,827.59	22,395.10	384.29
6410AC	COMP SOFTWARE/EQUIP	18,073.19	91,100.00	(73,026.81)	(80.16)	28,821.84	(10,748.65)	(37.29)
6550AC	SCWA Water Mgt Planning	0.00	150,000.00	(150,000.00)	(100.00)	0.00	0.00	0.00
6551AC	WATER CONSERVATION	172,718.27	1,199,000.00	(1,026,281.73)	(85.59)	380,247.93	(207,529.66)	(54.58)
6551N	WATER CONSERVATION	0.00	456,000.00	(456,000.00)	(100.00)	0.00	0.00	0.00
6554AC	MISC. WATER CONSERVATION GR	72,994.80	0.00	72,994.80	0.00	78,282.50	(5,287.70)	(6.75)
6600AC	MELLON LEVEE	0.00	20,000.00	(20,000.00)	(100.00)	0.00	0.00	0.00
6600SC	PSC MAINTENANCE	98,645.11	785,000.00	(686,354.89)	(87.43)	111,533.15	(12,888.04)	(11.56)
6610AC	FLOOD CONTROL	5,117.25	746,500.00	(741,382.75)	(99.31)	0.00	5,117.25	0.00
6611AC	GROUND WATER MANAGEMENT	0.00	321,000.00	(321,000.00)	(100.00)	36,271.52	(36,271.52)	(100.00)
6612AC	PUBLIC EDUCATION	0.00	510,407.00	(510,407.00)	(100.00)	41,536.92	(41,536.92)	(100.00)
6614AC	SOLANO SUB-BASIN GSA	529.24	5,500.00	(4,970.76)	(90.38)	1,201.92	(672.68)	(55.97)
6620G	LABOR	0.00	40,000.00	(40,000.00)	(100.00)	0.00	0.00	0.00
6620SC	LOWER PUTAH CREEK(NON-ACCC	14,987.16	997,114.00	(982,126.84)	(98.50)	37,054.18	(22,067.02)	(59.55)
6620U	LABOR	0.00	450,000.00	(450,000.00)	(100.00)	0.00	0.00	0.00
6622SC	NISHIKAWA PROJECT GRANT - SP	81,321.78	250,000.00	(168,678.22)	(67.47)	30,830.42	50,491.36	163.77
6630SC	SP ADMINISTRATION	235,078.32	1,275,000.00	(1,039,921.68)	(81.56)	226,148.14	8,930.18	3.95
6640SC	PSC OPERATIONS	55,300.72	320,000.00	(264,699.28)	(82.72)	51,905.10	3,395.62	6.54
6645SC	DAM MAINTENANCE	83,600.26	40,000.00	43,600.26	109.00	1,075.41	82,524.85	7,673.80
6646SC	DAM OPERATIONS	67,756.61	260,000.00	(192,243.39)	(73.94)	53,566.42	14,190.19	26.49

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
6650G	WEED CONTROL	0.00	6,000.00	(6,000.00)	(100.00)	0.00	0.00	0.00
6650U	SP PEST MANAGEMENT	0.00	80,000.00	(80,000.00)	(100.00)	0.00	0.00	0.00
6660G	EQUIP - TRANS DEPT	0.00	8,000.00	(8,000.00)	(100.00)	0.00	0.00	0.00
6660U	EQUIP - TRANS DEPT	0.00	90,000.00	(90,000.00)	(100.00)	0.00	0.00	0.00
6670G	SUPPLIES	0.00	2,000.00	(2,000.00)	(100.00)	0.00	0.00	0.00
6670U	SUPPLIES	1,268.68	109,000.00	(107,731.32)	(98.84)	22,639.49	(21,370.81)	(94.40)
6675G	CONTRACT WORK	0.00	12,000.00	(12,000.00)	(100.00)	0.00	0.00	0.00
6675U	CONTRACT WORK	0.00	40,000.00	(40,000.00)	(100.00)	0.00	0.00	0.00
6680G	TRANS DEPT OVERHEAD	0.00	13,000.00	(13,000.00)	(100.00)	0.00	0.00	0.00
6680U	TRANS DEPT OVERHEAD	0.00	190,000.00	(190,000.00)	(100.00)	0.00	0.00	0.00
6690N	NBA REHAB & BETTERMENT	0.00	250,000.00	(250,000.00)	(100.00)	0.00	0.00	0.00
6690SC	REHAB & BETTERMENT	73,492.88	1,050,000.00	(976,507.12)	(93.00)	16,013.91	57,478.97	358.93
6690U	REHAB & BETTERMENT	1,586.00	275,000.00	(273,414.00)	(99.42)	15,676.49	(14,090.49)	(89.88)
6700N	WATER PURCHASES	5,489,256.00	14,235,875.00	(8,746,619.00)	(61.44)	4,423,104.00	1,066,152.00	24.10
6700SC	USBR ADMINISTRATION	0.00	65,000.00	(65,000.00)	(100.00)	0.00	0.00	0.00
6701SC	WATER RIGHTS FEE	0.00	111,106.00	(111,106.00)	(100.00)	0.00	0.00	0.00
6710N	NAPA MAKE WHOLE	0.00	312,000.00	(312,000.00)	(100.00)	0.00	0.00	0.00
6950AC	LABOR COSTS	51,338.14	549,216.00	(497,877.86)	(90.65)	108,144.72	(56,806.58)	(52.53)
6950G	LABOR COSTS	0.00	9,209.00	(9,209.00)	(100.00)	0.00	0.00	0.00
6950N	LABOR COSTS	28,606.05	875,197.00	(846,590.95)	(96.73)	96,727.34	(68,121.29)	(70.43)
6950SC	LABOR COSTS	204,356.96	2,546,704.00	(2,342,347.04)	(91.98)	403,688.63	(199,331.67)	(49.38)
6950U	LABOR COSTS	5,209.94	95,283.00	(90,073.06)	(94.53)	38,966.85	(33,756.91)	(86.63)
6951AC	INTRA-FUND TRANSFER	(51,338.14)	(1,318,119.00)	1,266,780.86	(96.11)	(234,641.11)	183,302.97	(78.12)
6952AC	OVERHEAD EXPENSES	0.00	768,903.00	(768,903.00)	(100.00)	126,496.39	(126,496.39)	(100.00)
6952G	OVERHEAD EXPENSES	0.00	12,893.00	(12,893.00)	(100.00)	0.00	0.00	0.00
6952N	OVERHEAD EXPENSES	0.00	1,280,272.00	(1,280,272.00)	(100.00)	114,110.89	(114,110.89)	(100.00)
6952SC	OVERHEAD EXPENSES	0.00	3,565,386.00	(3,565,386.00)	(100.00)	493,574.08	(493,574.08)	(100.00)
6952U	OVERHEAD EXPENSES	0.00	133,397.00	(133,397.00)	(100.00)	48,761.83	(48,761.83)	(100.00)
6990AC	CONTINGENCY	0.00	80,000.00	(80,000.00)	(100.00)	0.00	0.00	0.00
6990G	CONTINGENCY	0.00	5,000.00	(5,000.00)	(100.00)	0.00	0.00	0.00
6990N	CONTINGENCY	0.00	40,000.00	(40,000.00)	(100.00)	0.00	0.00	0.00
6990SC	CONTINGENCY	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
6990U	CONTINGENCY	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
Total Expenses		9,449,740.23	49,459,743.00	(40,010,002.77)	(80.89)	8,973,061.65	476,678.58	5.31
Net Income		<u>(\$ 8,784,662.75)</u>	<u>(\$ 3,609,414.00)</u>	<u>(5,175,248.75)</u>	143.38	<u>(\$ 7,282,027.26)</u>	<u>(1,502,635.49)</u>	20.63

SOLANO COUNTY WATER AGENCY

Balance Sheet  
September 30, 2023

ASSETS

Current Assets			ADMIN/SP/WC	SWP(N)	U	GV
1000SC	PERSHING	(\$ 4,688.12)	(4,688.12)			
1010WC	MONEY MGMT - WATERMASTER	\$ 7,199.77	7,199.77			
1020G	CHECKING - BANK OF THE WEST	4,560,408.52	1,035,079.38	3,334,970.39	38,029.49	152,329.26
1030G	LAIF -	13,804,947.26	(3,169,923.23)	12,652,890.43	4,195,258.04	126,722.02
1040G	CAMP -	23,707,991.76	1,172,338.68	16,803,010.96	5,563,511.13	169,130.99
1050G	CERTIFICATES OF DEPOSIT -	9,056,013.92	7,220,515.00	1,323,753.08	505,739.45	6,006.39
1060SC	PETTY CASH	476.37	476.37			
1210N	ACCOUNTS RECEIVABLE-SWP	715,110.02	715,110.02			
1220AC	EMPLOYEE RECEIVABLE	20.65	20.65			
1225AC	RETENTION RECEIVABLE	0.00	-			
1400AC	PREPAID	231,708.80	231,708.80			
1415AC	INVENTORY-WATER CONSERVATION S	26,543.43	26,543.43			
Total Current Assets		52,105,732.38	7,234,380.75	34,114,624.86	10,302,538.11	454,188.66
Total Assets		\$ 52,105,732.38	\$ 7,234,380.75	\$ 34,114,624.86	\$ 10,302,538.11	\$ 454,188.66

LIABILITIES AND CAPITAL

Current Liabilities						
2010N	UNEARNED INCOME-	472,447.39	37,780.73	434,666.66		
2020N	ACCOUNTS PAYABLE-	922,078.74	696,105.68	201,686.62	24,286.44	0
2023AC	EMPLOYEE BENEFITS PAYABLE	12,933.26	12,933.26			
2025SC	SALES TAX PAYABLE	2,703.43	2,703.43			
2101SC	VACAVILLE PREFUNDED TURF REBATE	14,960.75	14,960.75			
2106SC	SECURITY DEPOSIT - SACKETT RAN	500.00	500.00			
2110SC	WESTSIDE IRWMP PREFUNDED ADMIN	103,029.18	103,029.18			
Total Current Liabilities		1,528,652.75	868,013.03	636,353.28	24,286.44	0.00
Long-Term Liabilities						
Total Long-Term Liabilities		0.00				
Total Liabilities		1,528,652.75	868,013.03	636,353.28	24,286.44	0.00
Capital						
3150SC	OTHER FLD CTRL CAPITAL PROJ.	2,400,154.80	2,400,154.80			
3155SC	OTHER CAPITAL PROJ/EMERG RESER	2,000,000.00	2,000,000.00			
3200G	GREEN VALLEY OPERTING RESERVE	67,156.00			67,156.00	
3200N	SWP OPERATING RESERVE	9,366,750.00		9,366,750.00		
3200SC	DESIGNATED REHAB & BETTERMENT	2,000,000.00	2,000,000.00			
3200U	ULATIS OPERATING RESERVE	539,939.00			539,939.00	
3250G	GV CAPITAL RESERVE	270,964.30				270,964.30
3250N	DESIGNATED SWP FACILITIES RESE	19,917,370.18		19,917,370.18		
3250SC	SP FUTURE REPLACEMENT CAPITAL	3,719,887.31	3,719,887.31			
3250U	ULATIS FCP CAPITAL RESERVE	8,756,469.39			8,756,469.39	
3350SC	DESIGNATED OPERATING RESERVES	9,772,604.00	9,772,604.00			
	Retained Earnings 2022/2023	550,447.40	(4,554,931.60)	4,228,385	765,593	111,401
	Net Income-Current Year	(8,784,662.75)	(3,455,294.33)	(5,378,875.67)	47,180.63	2,326.62
Total Capital		50,577,079.63	11,882,420.18	28,133,629.51	10,176,338.02	384,691.92
Total Liabilities & Capital		\$ 52,105,732.38	\$ 12,750,433.21	\$ 28,769,982.79	\$ 10,200,624.46	\$ 384,691.92



RESOLUTION NUMBER 2023-05

A RESOLUTION OF THE SOLANO COUNTY WATER AGENCY ADOPTING THE FISCAL YEAR  
2023-24 APPROPRIATIONS LIMIT

**WHEREAS**, on November 6, 1979 the people of California added Article XIII-B to the State Constitution, placing various limitations on State and local government appropriations, i.e. an Appropriations Limit; and

**WHEREAS**, on June 5, 1990 the people of California amended Article XIII-B of the State Constitution and California Government Code sections 7900 *et seq.* to include additional guidance regarding the calculation of Appropriations Limits, and to require local governments to adopt a resolution setting their respective annual Appropriations Limit; and

**WHEREAS**, the Appropriations Limit is required to be established each fiscal year and may be amended in subsequent years to make corrections; and

**WHEREAS**, the Agency has complied with the provisions of Article XIII-B of the State Constitution and California Government Code sections 7900 *et seq.* in determining the Appropriations Limit for Fiscal Year 2023-24.

**NOW, THEREFORE**, the Board of the Solano County Water Agency does hereby resolve as follows:

In accordance with Article XIII-B of the California Constitution and Government Code sections 7900 *et seq.*, the annual adjustment growth factors to calculate the Fiscal Year 2023-24 Appropriations Limit of \$19,615,564 shall be the change in the statewide per capita personal income percentage and State Department of Finance estimated change in County population as shown in Exhibit A and attached hereto.

I, CHRIS LEE, General Manager and Secretary to the Board of Directors of the Solano County Water Agency, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board of Directors, at a regular meeting thereof held on the 12th day of October 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the Solano County  
Water Agency

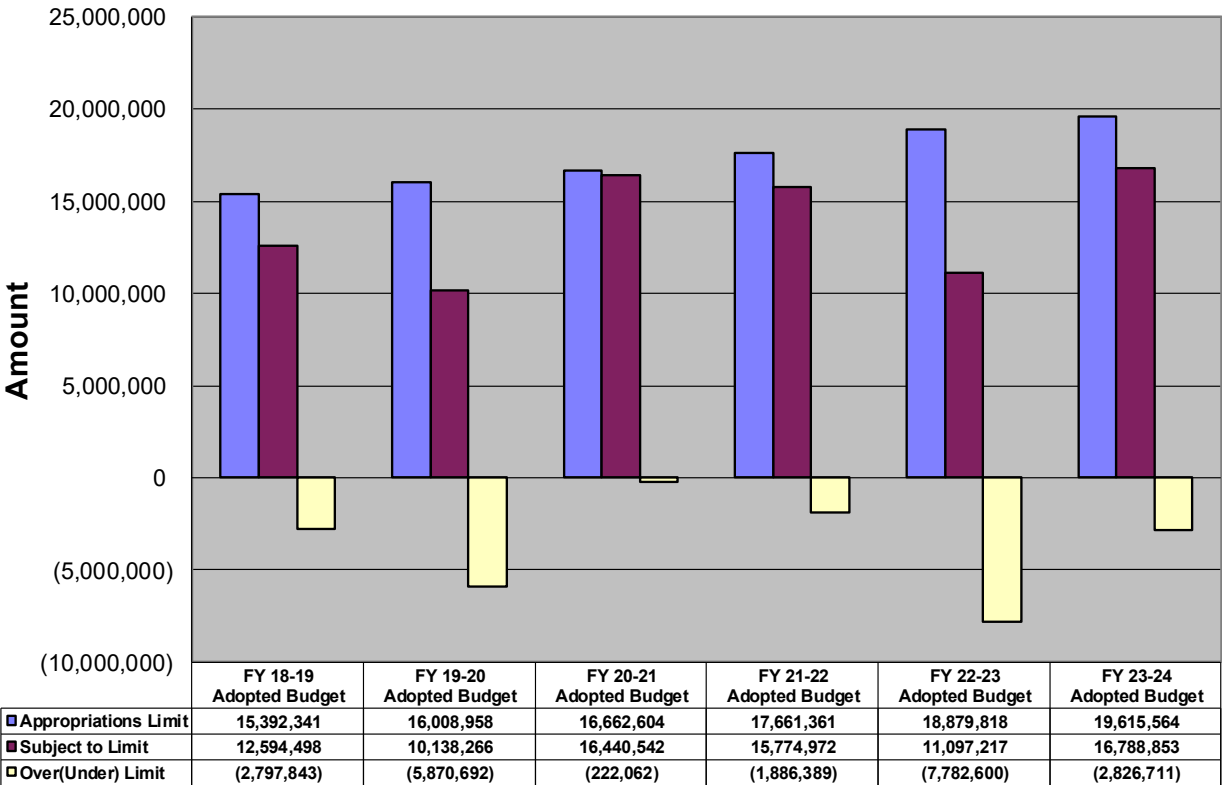
Attachment: **Exhibit A** – Appropriations Limit Calculation Summary for FY 2023-2024

Exhibit A

Solano County Water Agency  
Appropriations Limit Calculation Summary  
Fiscal Year 2023-24 Adopted Budget

Prior Year Appropriations Limit	\$ 18,879,818
Allowed Compounded Percentage Increase from Prior Year <sup>[1]</sup>	
Statewide Per Capita Personal Income	4.440%
County Population Growth From State Dept of Finance	-0.520%
Compounded Percentage as an Adjustment Factor	3.897%
Growth Factor Adjustment Amount to Appropriations Limit	\$ 735,746
Current Year Appropriations Limit From Growth Factors	\$ 19,615,564
Annual Other Adjustments to Limit <sup>[1]</sup>	-
Current Year Appropriations Limit	\$ 19,615,564
Current Year Adopted Budget Appropriations From Proceeds of Taxes <sup>[2]</sup>	
Proceeds of Taxes From Adopted Budget <sup>[3]</sup>	32,494,298
Less Allowable Exclusion of Certain Appropriations <sup>[3]</sup>	(15,705,445)
Current Year Appropriations Subject to the Appropriations Limit	\$ 16,788,853
Current Year Appropriations Over or (Under) the Appropriations Limit	\$ (2,826,711)
Percentage Over or (Under) the Limit	-14%

Solano County Water Agency  
Appropriations Limit Summary



(1) Article XIII B allows annual adjustments to the Appropriations Limit after calculation of annual growth factors.			
(2) Proceeds of Taxes are certain revenues as defined by State Law and by the League of California Cities Article XIII B Appropriations Limit Uniform Guidelines.			
(3) Summary of worksheets for above calculations of Appropriations Limit and Appropriations Subject to Limit.			
	Summary of Appropriations From Proceeds of Taxes	From Non Proceeds of Taxes	From Proceeds of Taxes
	Total Proceeds and Non Proceeds of Taxes	13,356,014	32,494,298
	Summary of Exclusions	From Proceeds of Taxes	
	Court Order Costs	475,603	Putah Creek and Lake Berryessa
	Federal Mandates	275,642	FICA/Medicare/Unemployment
	Qualified Capital Outlay Over \$100,000 and 10+ year life	720,400	Capital Improvements
	Qualified Debt Service for Capital Improvements	14,233,800	State Water Project
	Total Exclusions to Appropriations Subject to Limit	15,705,445	

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:   Lake Berryessa Mussel Prevention Program Grant Application

RECOMMENDATIONS:

Adopt Resolution 2023-06 authorizing General Manager or designee to execute grant agreements and any other documents necessary to secure California State Parks Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant.

FINANCIAL IMPACT:

\$366,500 in grant funds.


BACKGROUND:

Since 2008 the Water Agency has implemented the Mussel Prevention Program for Lake Berryessa. Lake Berryessa, by virtue of its water quality and the fact that it is a popular destination for boaters and other recreational enthusiasts is highly susceptible to Quagga and/or Zebra mussel infestations. Both Quagga and Zebra mussels are extremely prolific and as a result, capable of causing significant ecological and water infrastructure damage. Accordingly, the prevention of mussel infestations at Lake Berryessa is one of the Water Agency’s priority projects – annual expenditures on the order of \$400,000 per year.

This past August, the Solano County Water Agency was tentatively selected by California State Parks Division of Boating and Waterways to receive a 2-year Quagga and Zebra Mussel Infestation Prevention grant. If awarded, the grant would provide \$366,500 to fund existing and additional mussel infestation prevention activities – staff and intern labor, educational signage, literature, and general public outreach - at Lake Berryessa, through October 2025. To secure the award, the Water Agency must complete a formal Resolution and Agreement documents that are favorably received by the Division of Boating and Waterways management.

RELEVANCE TO 2016-2025 STRATEGIC PLAN:

The authorization to adopt Resolution 2023-06 is consistent with Goal # 5 (Education and Outreach) and Goal # 7 (Natural Resources Stewardship).

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency  
OCT.2023.BOD.ITM.6E



RESOLUTION NUMBER 2023-06

A RESOLUTION OF THE SOLANO COUNTY WATER AGENCY  
QUAGGA/ ZEBRA MUSSEL INFESTATION PREVENTION FEE GRANT  
PROGRAM APPLICATION AND FUNDING AGREEMENT RESOLUTION

**WHEREAS**, prior to the State of California, Department of Parks and Recreation Division of Boating and Waterways’ (DBW) approval of an executed Grant Agreement, said (Applicant entity’s legal name (agency/department)/Board of Directors is required to pass a resolution, authorizing a designated representative(s) to execute said Application, Grant Agreement, amendments, and certifications, designating a representative to approve claims for reimbursement, designating a representative to sign the Reimbursement Claim Form and Quarterly Progress Reports, designating a representative to sign Project Completion Certification, and designating a representative to sign the Contractor’s Release Form (as applicable); and

**WHEREAS**, the U.S. Bureau of Reclamation has the legal authority to manage the water, construct, operate, maintain infrastructure, post signage, and marinas at Lake Berryessa, and has the authority to contract with concessionaires to manage marinas at Lake Berryessa on the U.S. Bureau of Reclamation's behalf under the Solano Project, and the Solano County Water Agency manages the Solano Project on behalf of the U.S. Bureau of Reclamation, the Solano County Water Agency has legal authority to prepare Prevention Plan documentation, monitor for water chemistry and quagga and zebra mussels, conduct and monitor boater inspections and decontamination activities, and conduct public outreach for Lake Berryessa; and to apply to the State California Parks and Recreation, Division of Boating and Waterways for grant funding up to the amount of \$366,500 pursuant to the California Harbors and Navigation Code, Section 676.1 and Fish and Game Code Section 2302.

**WHEREAS**, the Solano County Water Agency desires to implement a plan for the prevention of an infestation of the quagga and zebra mussel for Lake Berryessa; and

**WHEREAS**, the Solano County Water Agency pursuant and subject to all of the terms and provision of the Quagga and Zebra Mussel Infestation Prevention Grant Program, application is hereby made to California Parks and Recreation, Division of Boating and Waterways for funding.

**NOW THEREFORE, BE IT RESOLVED** that the General Manager and staff of Solano County Water Agency are hereby authorized and directed to do the following acts, including but not limited to:

- 1. Cause the necessary data to be prepared and application to be signed and filed with California Parks and Recreation, Division of Boating and Waterways; and
- 2. Sign the California Parks and Recreation, Division of Boating and Waterways Quagga and Zebra Mussel Infestation Prevention Grant Agreement and any amendments thereto; and
- 3. Approve Claims for Reimbursement; and
- 4. Execute the Budget and Expenditure Summary; and
- 5. Sign the Contractor's Release Form; as applicable; and
- 6. Certify that the project is complete, and ready for final inspection, as applicable.

I, CHRIS LEE, General Manager and Secretary to the Board of Directors of the Solano County Water Agency, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board of Directors, at a regular meeting thereof held on the 12th day of October 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to  
Solano County Water Agency

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:    Solano Project Contract Renewal

RECOMMENDATIONS:

- 1. Authorize General Manager to execute the Letter of Agreement (LOA) establishing a reimbursable account for the Solano Project Contract Renewal between the United States and SCWA.
- 2. Authorize General Manager to enter into all agreements and procurements as necessary to move forward, complete, and fully execute the Solano Project Contract Renewal between the United States and SCWA.

FINANCIAL IMPACT:


The initial cost of the LOA is a deposit of \$24,900. However, the actual costs to reimburse the United States are unknown and already an existing contract requirement. Additional costs to the Agency may include more environmental review and studies, legal review costs, and other costs necessary to ensure contract renewal for the Solano Project. There is sufficient funding in the FY 2023-2024 Solano Project budget.

BACKGROUND:

The Solano Project which includes Lake Berryessa, Monticello Dam, Lake Solano, Putah Diversion Dam, Putah Diversion Office, Putah South Canal, and Terminal Reservoir is owned by the US Bureau of Reclamation but locally managed by the Solano County Water Agency (SCWA). SCWA and USBR have long-term (25-year) contracts in place for (a) Water Delivery and (b) Operations, Maintenance, and Rehabilitation (OM&R) which expire February 2024. Renewal of the SCWA and USBR long-term contracts is of critical importance to the Solano Project participating agencies which include Vacaville, Fairfield, Vallejo, Suisun City, Benicia, Solano Irrigation District, Maine Prairie Water District, UC Davis, CSP Solano, and Travis AFB.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Authorization of the Solano Project contract renewal items is consistent with Goal #1 (Water Supply Management), Goal #2 (Water Management Infrastructure), and Goal #4 (Water Resource Resiliency) of the SCWA 2016-2025 Strategic Plan.

Recommended:   
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency



IMPROVED

## United States Department of the Interior

BUREAU OF RECLAMATION  
Interior Region 10  
Central California Area Office  
7794 Folsom Dam Road  
Folsom, California 95630-1799



CC-400  
2.2.4.22

SEP 19 2023

VIA ELECTRONIC MAIL AND U.S. MAIL

Chris Lee  
General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688  
clee@scwa2.com

Subject: Letter of Agreement (LOA) Establishing a Reimbursable Account for the Renewal of Contract No. 14-06-200-4090R Between the United States and Solano County Water Agency (Agency) Providing for Solano Project Water Service (Contract). Letter of Agreement No. 24-WC-20-6190

Dear Mr. Lee:

The Bureau of Reclamation (Reclamation) received the Agency's June 21, 2022, letter requesting renewal of the Contract. The purpose of this LOA is to obtain agreement from the Agency to pay, in advance, the costs incurred by Reclamation, which may include, but are not limited to, preparation of draft renewal contract; negotiations; the development and/or review of all environmental documentation necessary for compliance with National Environmental Policy Act and the Endangered Species Act; meetings, consultations and research, other activities required to ensure compliance with state and Federal law, and administrative and overhead costs expended by Reclamation; and preparation of the renewed water service contract.

By counter signing this LOA, the Agency agrees to the following conditions:

1. The Agency shall submit to Reclamation an initial advance deposit of \$24,900 to be deposited into an account established for this action. Reclamation agrees the total cost to complete this process shall not exceed \$75,000 absent further written approval by the Agency.
2. Upon written request, Reclamation shall provide the Agency with a quarterly statement of account balance and a summary of expenses incurred by Reclamation in connection with this action. In the event Reclamation foresees expenditures in excess of the account balance, Reclamation shall notify the Agency of the need for additional deposits in excess of the foregoing amount and shall provide the Agency with a detailed itemization of anticipated expenditures, and the Agency shall pay the amount requested to Reclamation within 10 days of the request.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA\* NEVADA\* OREGON\*

\* PARTIAL


3. At the Agency's request, Reclamation shall provide a detailed record of actual costs incurred by Reclamation within 60 days of such request.
4. This LOA is effective as of the date signed by the Agency and will remain in effect until December 31, 2024, or this letter agreement is terminated by either party upon 30 days written notice to the other party, provided that the Agency shall submit additional funds if needed, to pay Reclamation's costs up to date of termination. Any excess funds in the account will be refunded to the Agency within 60 days after termination of this LOA.

Please have the appropriate individual sign this LOA, provide documentation which authorizes the individual to sign on behalf of the Agency, and return the signed LOA and the requested documentation to the Bureau of Reclamation, Central California Area Office, 7794 Folsom Dam Road Folsom, CA 95630, Attention: Mr. Chanthea Khoun, or e-mail to CKhoun@usbr.gov.

A down payment (DP) invoice will be forwarded to you via email. You have the option of sending the check via United States Postal Service mail or via overnight mail. Please remit the DP invoice and the check directly to the appropriate bank lockbox address that is imprinted on the invoice. Reclamation will forward DP invoices for subsequent advance requests. Please retain the copies for your records.

If you have any questions, please contact Mr. Chanthea Khoun, Repayment Specialist via email at ckhoun@usbr.gov or (916) 537-7052 .

Sincerely,



Drew Lessard  
Area Manager

SOLANO COUNTY WATER AGENCY

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Signature

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Date

In Duplicate

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:    Contract Amendment with Ovivo USA for Maintenance Support of the PSC Screen Cleaner

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RECOMMENDATIONS:

Authorize General Manager to execute a \$30,000 contract amendment with Ovivo USA, LLC for additional maintenance and service support of the Putah South Canal (PSC) Headworks screen cleaning equipment.

FINANCIAL IMPACT:


Increase in contract amount by \$30,000 from \$100,000 to \$130,000. There is sufficient funding in the FY 2023-2024 Solano Project budget.

BACKGROUND:

In 2015 the Board approved the \$750,000 purchase of the Ovivo Brackett Bosker® Raking Machine as part of the \$2,000,000 Putah South Canal (PSC) Headworks Improvement Project. The purpose of the Ovivo Brackett Bosker® Raking Machine is to remove debris and aquatic vegetation from the PSC Headworks screens which is the intake to the PSC. Post construction, the Water Agency has continued to contract with Ovivo (the manufacturer) to conduct annual maintenance, service inspections, and upgrades of the screen cleaner, to ensure reliable operation of the PSC and downstream water deliveries to the Solano cities and agricultural districts.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

The Ovivo amendment is consistent with Goal #2 (Water Management Infrastructure) of the SCWA 2016-2025 Strategic Plan.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

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I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency

**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 2

CONTRACTOR: Ovivo USA, LLC

EFFECTIVE DATE: October 12, 2023

PROJECT: Brackett Bosker® Field Service Support & Parts

DESCRIPTION OF AMENDMENT:

1. Increase contract amount from \$100,000 to \$130,000 to provide continued field service support, maintenance, and parts to the Putah Diversion Dam Screen Cleaner.
2. Revise Exhibit A of the original contract, to include the added Scope of Services described below.

SIGNATURES:

Solano County Water Agency,  
A Public Agency

Ovivo USA, LLC

By: \_\_\_\_\_  
Chris Lee,  
General Manager

By: \_\_\_\_\_  
Brent Marshall,  
Service Engineer

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**FOR SCWA USE ONLY**

Contract Period: 7/1/2021 to 6/30/2024  
File Number: AG-O-2  
Account Manager: Alex Rabidoux  
G/L Account #: 6645SC  
Job Cost #: 4202  
Contract Type: Professional Services

## **EXHIBIT A**

### **ADDITIONAL SCOPE OF SERVICES**

#### **Task 1. Upgrade of Rake Controls.**

Provide additional support as needed for the new rake controls, including programming changes, parts, or other support to ensure smooth operations of the screen cleaner.

Estimated additional cost: \$5,000

#### **Task 2. Annual Inspection and/or Field Service Visit | Materials/Parts**

Provide support for annual inspection and servicing of the PDD screen cleaner, as well as any additional materials and parts in need of replacement.

- Estimated additional cost: \$25,000



ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:    Contract Amendment with CBEC for PSC Hydraulic Model Development

RECOMMENDATIONS:

Authorize General Manager to execute \$44,000 contract amendment with CBEC for the Putah South Canal (PSC) hydraulic model development.

FINANCIAL IMPACT:


Increase in contract amount by \$44,000 from \$130,000 to \$174,000. Sufficient funding has been included in the Water Agency’s FY 2023-2024 Solano Project budget for this expense.

BACKGROUND:

In January 2022, the Board approved the original \$130,000 contract with CBEC for development of a PSC hydraulic model. The purpose of the model is to predict the timing of flows, arrival times of turbid water during storm events, and algaecide transport times to better assist operations of the PSC, as well as for the various municipal and agricultural users along the PSC. During the model development process, additional effort has been required to translate the original As-Built drawings into model geometry, address more complex operations at siphon and check structures, and a significant delay in the project schedule associated with other higher priorities required of Agency staff, reflecting the need for a contract amendment.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approval of the proposed CBEC contract amendment is consistent with Goal #1 (Water Supply Management), Goal #2 (Water Management Infrastructure), and Goal # 4 (Water Resource Resiliency) of the SCWA 2016-2025 Strategic Plan.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency



**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 2

CONTRACTOR: CBEC, Inc.

EFFECTIVE DATE: October 12, 2023

PROJECT: PSC Model Development

DESCRIPTION OF AMENDMENT:

1. Increase contract amount from \$130,000 to \$174,000 to provide additional modeling support including development of model geometry, model calibration and validation, training of SCWA staff, and project management.
2. Revise Exhibit A of the original contract, to include the added Scope of Services described below.

SIGNATURES:

Solano County Water Agency,  
A Public Agency

CBEC, Inc.  
A California Corporation

By: \_\_\_\_\_  
Chris Lee,  
General Manager

By: \_\_\_\_\_  
C.B. Bowles, President  
CBEC, Inc.

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**FOR SCWA USE ONLY**

Contract Period: 1/13/2022 to 6/30/2024  
File Number: AG-C-14  
Account Manager: Alex Rabidoux  
G/L Account #: 6140SC  
Job Cost #: 4750  
Contract Type: Professional Services

## **EXHIBIT A**

### **ADDITIONAL SCOPE OF SERVICES**

#### **Task 1. Develop Model Geometry.**

Provide additional support to translate As-Built drawing details of the Putah South Canal into the hydraulic model including each of the check structures and array of short and long siphons.

- Estimated additional cost: \$28,200

#### **Task 2. Model Calibration and Validation**

Provide additional support to calibrate and validate the model, including review and input of flow, stage, and rhodamine tracer data, as well as determination of the calibration and validation periods based upon data availability.

- Estimated additional cost: \$3,650

#### **Task 3. Model Documentation**

No additional support is needed at this time.

#### **Task 4. Project and Quality Management**

Provide additional project management support as the project schedule has extended an extra 12 months due to changing priorities by SCWA staff and delays in obtaining the data needed to calibrate and validate the model.

- Estimated additional cost: \$9,300

#### **Task 5. Additional Model Support and Training of SCWA Staff**

Provide additional support to train SCWA staff to use the hydraulic model.

- Estimated additional cost: \$2,850

<b>Date:</b>	9/22/2023
<b>To:</b>	Alex Rabidoux and Jay Cuetara; Solano County Water Agency (SCWA)
<b>From:</b>	Caitlin Barnes, Matt Weber, and Chris Campbell; cbec eco engineering (cbec)
<b>Project:</b>	22-1007 – PSC Model Development
<b>Subject:</b>	Proposed scope and budget modification

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## Introduction

cbec eco engineering, inc., (cbec) is requesting a scope and budget modification for cbec Project #23-1007 – PSC Model Development. This modification is required for the following reasons:

- Delays in obtaining necessary information and guidance from SCWA has led to unavoidable inefficiencies and starting/stopping work.
- The initial model geometry was based on the Putah South Canal Schematic PDF. This created inconsistencies with the as-built drawings for cross-section stationing, reach lengths, and canal invert elevations. Therefore, once the as-built drawings were obtained, the model had to be substantially revised to match the as-built information.
- The time to review the as-built drawings and translate the information into the model geometry has been more intensive than anticipated. The initial estimate was 3 hours per structure, and the actual effort is closer to 6.5 hours per structure.
- More time was required than anticipated to coordinate, download, and process the rhodamine dye, flow, and stage data.
- The extended project schedule has resulted in increased billing rates and project management activities.

The following Tasks will be modified to support this work, and changes to the scope are detailed below in red text:

### **Task. Description**

1. Develop Model Geometry
2. Model Calibration and Validation
4. Project and Quality Management
5. Additional Model Support, Training of SCWA Staff

## Scope of Work

### Task 1 – Develop Model Geometry

cbec will develop a 1D HEC-RAS model geometry of the Putah South Canal. The model will cover the full 33 miles of the Putah South Canal and include all check structures, siphons, and turnouts for water deliveries. **Additional task 1 budget is required to complete model development due to the level of effort required to translate the as-built drawing details for each structure into model geometry and calculate all missing dimensions.**

#### Task 1 Assumptions:

- The bridge crossings do not interact with the flow within the canal and do not need to be represented in the model
- As-built drawings for the canal, siphons, and check structures will be provided to cbec by SCWA
- All elevation data provided to cbec must be able to be converted to NAVD 88 (e.g., check structure as-built drawing)
  - **In a discussion with cbec, SCWA decided they wanted the model to remain in NGVD 29, so this is no longer necessary**
- SCWA will resolve data gaps through field visits, photos, and/or surveys
  - **SCWA will need to conduct a survey to resolve insufficient data/missing pages for Van Every, Rockville, and Terminal checks**
  - **SCWA to provide information on gate opening operation and data for gate opening position**
- All turnouts will be incorporated into the model as lateral diversions where the end user inputs the flow for the water delivery
- Two meetings with SCWA will be scheduled to kick off model development (1<sup>st</sup> meeting) and review the model geometry and plan files (2<sup>nd</sup> meeting) prior to model calibration. Meeting time is captured in the Task 4 budget.

#### Task 1 Deliverables:

- Draft HEC-RAS model geometry for review by SCWA
- Final model geometry and documentation is included in Task 3 deliverable
- **Annotated canal as-builts**

**Increased Contract Amount: +\$28,148.00**

### Task 2 – Model Calibration and Validation

cbec will calibrate and validate the HEC-RAS model for hydraulic and water quality parameters. Hydraulic calibration and validation will focus on accurately representing the flow values within the Putah South Canal (i.e., mass balance) and the stage/flow relationships at the check structure locations. Water quality calibration and validation will depend on the data provided by SCWA (e.g., dye/tracer measurements to tune the advection, dispersion, and reaction parameters). **Additional budget is requested to complete task 2 to cover time spent coordinating with SCWA to identify the**

calibration/validation data, download and process the flow, stage, and rhodamine data, and determine the calibration/validation periods.

#### **Task 2 Assumptions:**

- SCWA will provide cbec with the weir equations and coefficients for the check structures
- SCWA will provide a rating curve for the Parshall Flume
- SCWA will provide stage/flow measurements and relationships for the check structure and siphon locations
  - SCWA will provide stage and flow data at all check structures as processed timeseries (i.e., consistent timestep with data gaps removed)
- All elevation data provided to cbec must be able to be converted to NAVD 88 (e.g., stage data)
  - In a discussion with cbec, SCWA decided they wanted the model to remain in NGVD 29, so this is no longer necessary
- SCWA will provide water quality measurements at key index points for calibration/validation
- SCWA will provide all available rhodamine data within the project extent as processed timeseries (i.e., consistent timestep with data gaps removed)
- Two meetings with SCWA will be scheduled to discuss calibration/validation data needs (1<sup>st</sup> meeting) and review calibration/validation results (2<sup>nd</sup> meeting). Meeting time is captured in the Task 4 budget.

#### **Task 2 Deliverables:**

- Draft HEC-RAS model calibration/validation results for review by SCWA (all associated input/output files)
- Final model calibration/validation results are included in the Task 3 deliverable
- Data catalog of available period of record for stage, flow, and rhodamine data
- Interactive plots of stage, flow, and rhodamine timeseries

**Increased Contract Amount: +\$3,636.00**

### **Task 4 – Project and Quality Management**

Task 4 covers project management, which includes meetings with SCWA and cbec's internal quality management review process for deliverables. A budget augmentation is requested to cover additional project management expenses resulting from extending the project schedule by an extra year. The project schedule and associated project management expenses were increased due to delays in obtaining the necessary data and guidance from SCWA.

#### **Task 4 Assumptions:**

- cbec will schedule meetings with SCWA at the beginning and end of major project milestones (Tasks 1, 2, and 3)
- cbec will implement their internal quality management review process for all deliverables

#### **Task 4 Deliverables:**

- N/A

**Increased Contract Amount: +\$9,283.00**

### **Task 5 – Additional Model Support, Training of SCWA Staff**

Task 5 covers training of SCWA staff on model use, which includes cbec development of a training presentation and hosting training meetings with SCWA. Cbec was instructed to use the original task 5 budget to cover model development expenses. A budget augmentation is requested to continue to provide training intended under the original budget.

#### **Task 5 Assumptions:**

- cbec will schedule training sessions with SCWA upon completion of model development, calibration, and documentation (Tasks 1, 2, and 3)
- SCWA will provide guidance on number of staff to receive training and staff's level of experience with HEC-RAS and any other key factors to guide training development
- Automation of the model will not be completed at this time but should be revisited after project completion. Per discussion with SCWA it was concluded that intentions for model use will be determined by SCWA once SCWA can explore the completed model.

#### **Task 5 Deliverables:**

- Two, one-hour training sessions with SCWA staff

**Increased Contract Amount: +\$2,834.00**

### **Summary of Scope, Schedule, and Budget Modifications**

cbec proposes to perform these services on a time and materials basis. The additional cost to perform the scope of work is \$43,901, as shown by the attached budget modification. The schedule is to be defined in collaboration with SCWA with a targeted completion date in Summer of 2024.



Hydrology | Hydraulics | Geomorphology | Design | Field Services

## ESTIMATED PROJECT BUDGET SUMMARY

### PSC Model Development cbec Project 22-1007

Task #	Task Description	Current Budget	Modification	Proposed Budget
1	Develop Model Geometry	\$ 30,504.00	\$ 28,148.00	\$ 58,652.00
2	Model Calibration and Validation	\$ 32,892.00	\$ 3,636.00	\$ 36,528.00
3	Model Documentation	\$ 23,112.00	\$ -	\$ 23,112.00
4	Project and Quality Management	\$ 16,002.00	\$ 9,283.00	\$ 25,285.00
5	Additional Model Support, Training of SCWA Staff	\$ 27,490.00	\$ 2,834.00	\$ 30,324.00

	Current Budget	Modification	Proposed Budget
Labor Fee	\$ 130,000.00	\$ 43,901.00	\$ 173,901.00
Reimbursables	\$ -	\$ -	\$ -
Subconsultant(s)	\$ -	\$ -	\$ -
Total Project Budget	\$ 130,000.00	\$ 43,901.00	\$ 173,901.00

## ESTIMATED LABOR FEES

### PSC Model Development cbec Project 22-1007

Unless expressly provided within the contract, rates are subject to increase annually on January 1 of each year.

Task #	Senior Scientific Advisor	President / Managing Director	Director	Senior Ecoengineer III Senior Ecohydrologist III	Senior Ecoengineer II Senior Ecohydrologist II	Senior Ecoengineer I Senior Ecohydrologist I	Ecoengineer II Ecohydrologist II	EcoEngineer I EcoHydrologist I	Technician II	Technician I	Clerical / Admin. / Graphic Design	Subtotal Labor Hours Per Task	Subtotal Labor Fee Per Task
	\$368	\$311	\$288	\$259	\$225	\$201	\$185	\$161	\$145	\$110	\$105		
1			5			23	12		137			177	\$ 28,148.00
2			1			3	7		10			21	\$ 3,636.00
3												0	\$ -
4			5			8			43			56	\$ 9,283.00
5						4			14			18	\$ 2,834.00
	0	0	11	0	0	38	19	0	204	0	0	272	\$ 43,901.00



				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41
TASK	ASSIGNED TO:	START	END	18-Sep	25-Sep	2-Oct	9-Oct	16-Oct	23-Oct	30-Oct	6-Nov	13-Nov	20-Nov	29-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr	15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	27-May	3-Jun	10-Jun	17-Jun	24-Jun
Task 1. Develop Model Geometry																																												
SCWA provides data needed for modDev	Jay	9/18/23	10/13/23																																									
SCWA survey of reach 5 sites	SCWA	10/2/23	10/27/23																																									
cbec completes model	Caitlin	9/18/23	11/10/23																																									
cbec QAQC of model	Toby	11/13/23	12/1/23																																									
cbec final draft model geom	Caitlin	12/4/23	12/8/23																																									
meet with SCWA to review	all	12/11/23	12/15/23																																									
Task 2. Model Calibration and Validation																																												
SCWA provides digitized 2022 operator logs	SCWA	9/18/23	12/8/23																																									
SCWA provides water quality data	Alex	9/18/23	12/8/23																																									
SCWA provides processed stage, flow, rhodamine data	SCWA	9/18/23	12/8/23																																									
cbec calibrates model parameters & validates model	Caitlin, Matt	12/18/23	2/16/24																																									
cbec QAQC of cal/val results	Toby	2/19/24	3/1/24																																									
cbec final package of cal/val results	Caitlin	3/4/24	3/8/24																																									
SCWA review of model calibration/validation results	all	3/11/24	3/15/24																																									
Task 3. Model Documentation																																												
Draft model development report	Caitlin, Matt	3/18/24	4/12/24																																									
SCWA review and finalization	SCWA	4/15/24	5/10/24																																									
Draft user guide	Caitlin, Matt	4/15/24	4/26/24																																									
SCWA review and finalization	SCWA	4/29/24	5/10/24																																									
Final report	Caitlin, Matt	5/13/24	5/24/24																																									
Final model package	Caitlin	5/27/24	5/30/24																																									
Task 5	Caitlin, Matt	6/3/24	6/28/24																																									

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:    Contract Amendment with TERRA Realty Advisors for Realty Services

RECOMMENDATIONS:

Authorize General Manager to execute \$60,000 contract amendment with TERRA Realty Advisors for realty service support.

FINANCIAL IMPACT:


Increase in contract amount by \$60,000 from \$120,000 to \$180,000. Sufficient funding has been included in the Water Agency’s FY 2023-2024 Administrative, Solano Project, State Water Project, and Ulatris Flood Control budgets for these consulting services.

BACKGROUND:

In June 2022, the Board approved the original \$120,000 contract with TERRA Realty Advisors for realty service support associated with the Office Expansion, Lake Berryessa Watercraft Inspection Station, Reservoir Lane as part of the Solano Project, and other projects as needed. In November 2022, the Board authorized the General Manager to enter into all agreements and procurements as necessary for the design construction and occupation of the new SCWA Office Building. While the predominate support needed from TERRA Realty Advisors is to support completion of the Office Expansion Project, additional support is needed for Reservoir Lane as part of the Solano Project, potential easement acquisition for the Ulatris Flood Control Project, and additional support for the State Water Project. TERRA Realty has also been critical in providing realty information including rental rates on the various facilities at Sackett Ranch, to help inform Water Agency staff and the Board.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approval of the proposed TERRA Realty Advisors contract amendment is consistent with Goal #1 (Water Supply Management), Goal # 4 (Water Resource Resiliency), and Goal #10 (Funding and Staffing) of the SCWA 2016-2025 Strategic Plan.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/> Approved as Recommended	<input type="checkbox"/> Other (see below)	<input type="checkbox"/> Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency

**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: TERRA Realty Advisors

EFFECTIVE DATE: October 12, 2023

PROJECT: Realty Services

DESCRIPTION OF AMENDMENT:

1. Increase contract amount from \$120,000 to \$180,000 to provide additional realty service support.
2. Revise Exhibit A of the original contract, to include the added Scope of Services described below.

SIGNATURES:

Solano County Water Agency,  
A Public Agency

TERRA Realty Advisors

By: \_\_\_\_\_  
Chris Lee,  
General Manager

By: \_\_\_\_\_  
Scott Sheldon,  
President

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**FOR SCWA USE ONLY**

Contract Period: 7/1/2022 to 6/30/2024  
File Number: AG-T-10  
Account Manager: Alex Rabidoux  
G/L Account #: 5500AC  
Job Cost #: ----  
Contract Type: Professional Services

## **EXHIBIT A**

### **ADDITIONAL SCOPE OF SERVICES**

#### **Task 1. SCWA Office Expansion.**

Provide continued realty service support for the SCWA Office Expansion Project, including coordination of space plan revisions and As-Builts with Brereton Architects and Landmark, close out negotiations and final billing with Brereton, Landmark, SID and Buzz Oates, finalization of project documents with Buzz Oates for secure parking area, and project closeout of any remaining items.

- Estimated additional cost: \$30,000

#### **Task 2. Lake Berryessa Watercraft Inspection Station**

Realty service support for the Lake Berryessa Watercraft Inspection Station. No additional work is expected currently.

- Estimated additional cost: \$0

#### **Task 3. Reservoir Lane**

Realty service support for the Reservoir Lane Project including research of parcels and easements, as well as coordination with City of Fairfield, Solano County, Reservoir Lane landowners, and Middle Green Valley developers on drainage solutions along Reservoir Lane.

- Estimated additional cost: \$20,000

#### **Task 4 – Additional Support**

Realty service support for other Water Agency projects including the Ulatis and Green Valley Flood Control Projects, NBA and Campbell Lake, and others.

- Estimated additional cost: \$10,000

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:    Contract Amendment with LSA Associates for Environmental Permitting Assistance

RECOMMENDATIONS:

Authorize General Manager to execute \$60,000 contract amendment with LSA Associates, Inc. for environmental permitting assistance in support of the Lower Putah Creek Chinook Salmon Spawning Habitat Project (Nishikawa Project) and culvert replacement project along the Ulatis Flood Control Project right-of-way.

FINANCIAL IMPACT:


Increase in contract amount by \$60,000 from \$180,000 to \$240,000. Sufficient funding has been included in the Water Agency’s FY 2023-2024 Solano Project and Ulatis Flood Control budgets for these consulting services.

BACKGROUND:

In September 2022, the Board approved the original \$180,000 contract with LSA for permitting assistance for the Nishikawa Project and Ulatis Flood Control culvert replacement project. The Water Agency was awarded a \$750,000 grant from the California Resources Agency to construct the Nishikawa Project. For the Ulatis Flood Control Project, three large drainage culverts that are in Cache Slough have failed and are in need of immediate replacement. Additional funds are being requested, as the permit process for both projects has been slow and is requiring more effort from both LSA and SCWA staff than originally anticipated. For Nishikawa, DWR has been slow to respond and required significant time from LSA to obtain a flood waiver for Putah Creek. For Ulatis, additional cultural and historic architectural analysis is needed, as part of the US Army Corps of Engineers Permit and checklist. Both projects are expected to be constructed in late summer 2024.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approval of the proposed LSA Associates contract amendment is consistent with Goal #3 (Flood Management) and Goal #7 (Natural Resources Stewardship) of the SCWA 2016-2025 Strategic Plan.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/> Approved as Recommended	<input type="checkbox"/> Other (see below)	<input type="checkbox"/> Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency

**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: LSA Associates, Inc.

EFFECTIVE DATE: October 12, 2023

PROJECT: Permitting Support

DESCRIPTION OF AMENDMENT:

1. Increase contract amount from \$180,000 to \$240,000 to provide additional permitting support for the Lower Putah Creek Chinook Salmon Spawning Habitat Project (i.e., Nishikawa Project) and Ulatis Flood Control Project culvert replacement project.
2. Revise Exhibit A of the original contract, to include the added Scope of Services described below.

SIGNATURES:

Solano County Water Agency,  
A Public Agency

LSA Associates, Inc.

By: \_\_\_\_\_  
Chris Lee,  
General Manager

By: \_\_\_\_\_  
Mike Trotta,  
CEO

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**FOR SCWA USE ONLY**

Contract Period: 9/8/2022 to 6/30/2024  
File Number: AG-L-4  
Account Manager: Alex Rabidoux  
G/L Account #: 6622SC (Nishikawa) | 6690U (Ulatis)  
Job Cost #: \_\_\_\_\_  
Contract Type: Professional Services

## **EXHIBIT A**

### **ADDITIONAL SCOPE OF SERVICES**

#### **Task 1. Lower Putah Creek Chinook Salmon Spawning Habitat Project.**

Provide continued permit support to obtain Central Valley Flood Protection Board (CVFPB) permit, US Army Corps of Engineers (USACE) permit, California Department of Fish & Wildlife (CDFW) permit, and Central Valley Regional Water Quality Control Board (CVRWQCB) permit for the Nishikawa Restoration Project.

- Estimated additional cost: \$15,000

#### **Task 2. Ulati Flood Control Project, Culvert Replacement Project**

Provide continued permit support to obtain Central Valley Flood Protection Board (CVFPB) permit, US Army Corps of Engineers (USACE) permit, California Department of Fish & Wildlife (CDFW) permit, and Central Valley Regional Water Quality Control Board (CVRWQCB) permit for the Ulati Flood Control Project – Culvert Replacement Project. Conduct a cultural resource evaluation of the culverts to meet Section 106 (National Historic Preservation Act) requirements for the USACE permit.

- Estimated additional cost: \$19,000

#### **Task 3. Additional Permit Support**

Throughout the permit process for both the Nishikawa and Ulati Flood Control Project, additional support has been needed due to external factors such as slow responses by the permit agencies, requests for additional information, additional studies (Section 106, USACE), as well as ongoing litigation. Both projects are of critical importance to the Water Agency, with permits holding up the project. This task provides additional support, should additional unforeseen items and/or minor scope changes be needed.

- Estimated additional cost: \$26,000

## MEMORANDUM

**DATE:** September 18, 2023

**To:** Chris Lee and Alex Rabidoux

**FROM:** Steve Foreman, Steve Kohlmann

**SUBJECT:** Budget amendment, Nishikawa, Cache Slough culverts

Dear Chris and Alex,

following up on a recent discussion, LSA is submitting to you this revised budget for continued permitting services related to the Lower Putah Creek Chinook Salmon Spawning Habitat Project (Nishikawa), and two additional tasks to provide permit compliance support for the Ulatis Flood Control Project and other projects as directed by SCWA). The current contract for the above project ends in June of 2024. LSA is anticipating additional work in preparing the final permit applications for the Nishikawa and Cache Slough projects and request a budget amendment of **\$34,048.75**.

1. **Nishikawa:** Currently, the original budget for this project has been exhausted. We are anticipating an additional requirement of **\$ 15,000** to ensure that the project is fully permitted by the anticipated start date of August 15, 2024.

*Justification:* LSA completed applications for the Central Valley Flood Protection Board (CVFPB), the California Department of Fish and Wildlife (CDFW) and the US Army Corps of Engineers (USACE). An application with the State Water Quality Control Board (SWQCB) has been prepared, but submittal is pending on receiving the encroachment permit from CVFPB. The CVFPB permit is necessary before other permits can be finalized. The slow progress and the additional requests for information have required more time than originally anticipated and has exhausted the project budget. Additional funds are requested to ensure that LSA can respond to other agencies with additional information and thus ensure that the permitting process is not unduly delayed.



2. **Cache Slough Culvert replacement.** The current remaining budget for this project is \$31,500. We anticipate needing a cultural resource evaluation of the culverts meeting the requirements of Section 106 of the National Historic Preservation Act (Section 106) set forth in the Army Corps of Engineers' (ACOE) *Guidelines for Compliance with Section 106 of the National Historic Preservation Act* (October 28, 2020). We are requesting an additional **\$19,048.75** (see attached proposal) to cover the cultural report and to ensure that funding issues will not delay the permitting of this important project.

*Justification:* LSA is currently supporting SCWA in preparing and submitting the required permit application to the regulatory agencies. The project requires a cultural evaluation by an architectural historian and an archaeologist who meets the Secretary of the Interior's *Professional Qualification Standards* (36 CFR Part 61).

We understand that this amended budget would need to be approved by the SCWA Board of Directors in October of 2023. We also include our current rate sheet.

If you have any questions or concerns, please do not hesitate to contact me ([steve.kohlmann@lsa.net](mailto:steve.kohlmann@lsa.net), 510-566-1384) or Steve Foreman ([steve.foreman@lsa.net](mailto:steve.foreman@lsa.net), 510-376-5767).

Sincerely,

**LSA Associates, Inc.**

A handwritten signature in blue ink, appearing to read 'S. Kohlmann', is positioned above the printed name and title.

Steve Kohlmann, PhD.  
Associate/Senior Wildlife Biologist

**Attachments:**

Cultural evaluations proposal  
LSA Rate Sheet.

## **SOLANO COUNTY WATER AGENCY – PERMIT ASSISTANCE CACHE SLOUGH CULVERTS, (LSA PROJECT #:SWG2201; 03)**

### **Cultural Resources – Scope of Work**

The following describes LSA's proposed approach to address cultural resources. The Scope of Work includes research, field surveys, and reporting tasks, as described below. We have based this Scope of Work (and our Budget) on evaluating four separate drainage/irrigation culverts and negative findings for archaeological resources in the Area of Potential Effects (APE). LSA will contact the client if we determine additional effort (e.g., significance evaluation and/or impact assessment) is required to address cultural resources within the APE.

### **Research**

California Historical Resources Information System (CHRIS): LSA will request staff of the Northwest Information Center (NWIC) to conduct a cultural resource records search of the Area of Potential Effect (APE) (to be provided by the U.S. Army Corps-provided Area of Potential Effects (APE) map and a 0.25-mile radius to identify any cultural resources or cultural resources studies within the APE and the 0.25-mile search radius. The NWIC, an affiliate of the California State Office of Historic Preservation (OHP), is the official State repository for cultural resource records and reports for Solano County.

Historical Society Outreach: LSA will reach out to the Solano County Historical Society to inquire about any information or concerns they may have regarding historic properties within the APE that may be affected by the undertaking.

Review background information, historical maps and records, aerial photographs, cultural resources inventories, and pertinent literature to determine the historical and built environment context of the project site and assess the potential of built environment cultural resources within the APE for individual or collective eligibility for inclusion in the National Register of Historic Places (NRHP).

### **Field Surveys**

An architectural historian who meets the Secretary of the Interior's *Professional Qualification Standards* (36 CFR Part 61) in architectural history and history will conduct a field survey of the APE. The field survey will be documented in field notes and photographs. We will need access to the APE to complete this task (to be provided by client).

An archaeologist who also meets the Secretary of the Interior's *Professional Qualification Standards* will conduct a field survey of the APE and document the results in field notes and photographs.

### **Documentation**

LSA will prepare a Cultural Resources Study (Study) meeting the requirements of Section 106 of the National Historic Preservation Act (Section 106) set forth in the Army Corps of Engineers' (ACOE) *Guidelines for Compliance with Section 106 of the National Historic Preservation Act* (October 28, 2020). LSA will use the data provided in the previous studies and reports (if available) to the fullest extent to prevent redundant research and to inform and prepare the Study. The resources within

the project area will be evaluated using the evaluative criteria of the NRHP and presented, as appropriate, on California Department of Parks and Recreation Series 523 from records per official OHP guidance for recording cultural resources. The draft Study will be submitted to the client in PDF format. We have budgeted up to 16 hours to respond to ACOE comments on the draft Study. Following resolution of any comments, a copy of the final Study will be resubmitted in PDF format and will also be submitted to the NWIC in fulfillment of a requirement to access their archives.

***Deliverables:*** Cultural Resources Study (Section 106)

#### **Fee Estimate and Schedule**

The cultural resources tasks outlined in this scope can be completed at a fee not to exceed **\$19,048.75**. This budget will not be exceeded without your specific authorization. A draft report will be prepared within 30 calendar days (contingent upon field staff availability, NWIC records search turnaround, and other factors) of the authorization to proceed.

## SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

### FEES FOR PROFESSIONAL SERVICES

#### Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

#### Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

### EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

### INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

## **PAYMENT OF ACCOUNTS**

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

## **STANDARD OF CARE**

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

## **PROJECT DELAYS**

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

## **INDEMNIFICATION**

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

## **ELECTRONIC FILE DATA CHANGES**

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

## **FORCE MAJEURE**

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

## LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

## NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

## TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

## LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars (\$20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

## CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

## HOURLY BILLING RATES EFFECTIVE JUNE 2023

Job Classification							Hourly Rate Range <sup>1,2</sup>
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105–135
<b>Field Services</b>							
Senior Field Crew/Field Crew							\$85–120
<b>Office Services</b>							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$100–140
Project Assistant							\$105–135
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

<sup>1</sup> The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

<sup>2</sup> Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023<sup>1</sup>

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

<sup>1</sup> Direct costs shall be reimbursed at cost plus 10 percent.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:    Agreement with Lincoln Concepts for Federal Government Relations

RECOMMENDATIONS:

Authorize General Manger to execute \$57,000 Agreement with Lincoln Concepts for Federal Government Relations.

FINANCIAL IMPACT:

Sufficient funding is programmed in the FY 2023-2024 Budget for Federal Government Relations work.

BACKGROUND:

As the Water Agency’s roles and responsibilities have increased over the years, better coordination with federal representatives for advocacy and funding has become more important. In May, the Board authorized the General Manager to seek out a federal advocate. The Water Agency entered into an agreement with Lincoln Concepts for federal government advocacy and assistance on strategies and advice on advancing the Water Agency’s interests. That agreement expires on October 31, the end of the federal fiscal year. This new agreement would become effective November 1, 2023, and expire on October 31, 2024.

The staff recommendation is to authorize the General Manager to sign an Agreement with Lincoln Concepts for Federal Government Relations.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency



## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES** *(Professional Services/Contractor)*

THIS AGREEMENT, **effective November 1, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Lincoln Concepts**, hereinafter referred to as "Contractor."

The Agency requires services for **Federal Government Relations**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Federal Government Relations**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### **2. COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$57,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **October 31, 2024**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

*To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

8. **INSURANCE**

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

**Coverage -** Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

**AGENCY**

Chris Lee, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

**CONTRACTOR**

Julie Chlopecki, President  
Lincoln Concepts  
1750 Tyson Boulevard, Suite 1500  
McLean, VA 22102

-----  
The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

Lincoln Concepts

By: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Julie Chlopecki,  
President

**FOR SCWA USE ONLY**

Contract Period: November 1, 2023 to October 31, 2024  
File Number: AG-L-15  
Account Manager: C.Lee  
G/L Account #: 6125AC/6128N  
Job Cost #: 1353  
Contract Type: Professional Services

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Scope of Work**

SCWA requires assistance with federal government advocacy.

SCWA also requires advice and strategic guidance on how to advance the Agency's interests.

SCWA also seeks continued support in fostering relationships with federal government agencies that fund and regulate programs important to the Agency.

SCWA requires coordination for Agency officials to meet with key members of Congress and the Senate and their staff, federal agencies, and other key stakeholders.

#### **Deliverables**

Regular updates on Federal Legislative and Funding Matters important to SCWA.



September 29, 2023

Mr. Chris Lee  
General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway  
#203  
Vacaville, CA 95688

Dear Chris:

Thanks so much for reaching out regarding federal government affairs assistance in Washington, D.C. I appreciate your interest and look forward to continuing to work with you over the coming months to expand on a framework to help address Solano County Water Agency (SCWA) priorities.

I will assist with 1.) the development of a 2024 SCWA priority letter, 2.) completion of the Solano Habitat Conservation Plan (HCP), and 3.) the Solano Project, 4.) FY2025 appropriations requests (Community Project Funding and Congressionally Directed Spending, and 5.) the Water Resources Development Act (WRDA 2024).

Scope of work:

- Outreach to the California Congressional Delegation, U.S. House and Senate Appropriations, Natural Resources, Transportation & Infrastructure, and Public Works Committees.
- Outreach to the U.S. Bureau of Reclamation and other Agencies, as necessary.
- Regular discussions with SWCA to coordinate information, develop and refine strategy and prioritize goals.
- Monitoring and analyzing issues, legislation, regulations, policy trends and other federal legislative items of importance to SWCA.
- Providing direct representation and lobbying before Congress and the Executive Branch as needed.
- Assisting with the preparation and distribution of letters, fact sheets, background papers, talking points and other materials to communicate positions, as necessary.
- Arranging in-person or virtual meetings with Members of the U.S. House, Senate, and Biden Administration officials and, as appropriate, assisting in the planning and execution of those meetings.

Proposed fees:

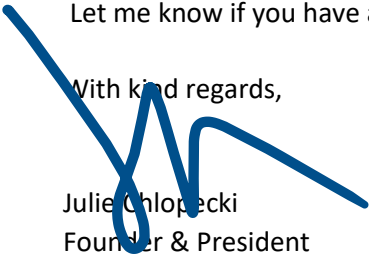
\$3,500 monthly November, December 2023

\$5,000 monthly January 1, 2024 – October 31, 2024

12 month total = \$57,000

Let me know if you have any questions or would like to discuss this proposal.

With kind regards,



Julie Chlopecki  
Founder & President  
202.309.5675 (cell)

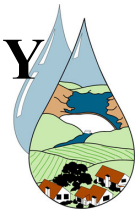


## **EXHIBIT B**

### **RATE OF COMPENSATION**

Lincoln Concepts proposes a total cost of \$57,000 for the scope of work to be provided under a November 1, 2023 to October 31, 2024, contract. Travel and other incidental costs, upon prior approval by the Water Agency, would be invoiced at cost and supported by expenditure documentation.

# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

**TO: Board of Directors**

**FROM: Chris Lee, General Manager**

**DATE: October 5, 2023**

**SUBJECT: October General Manager's Report**

---

### Water Supply Update

October 1<sup>st</sup> signifies the beginning of the new 2023-2024 water year.

The water supply outlook remains unchanged from last water year for the Solano Project – full allocations. As of October 5<sup>th</sup>, Lake Berryessa held 1,241,675 acre-feet in storage (80 percent of full capacity), about 17 feet below the Glory Hole.

For the State Water Project supply, the Department of Water Resources provides the initial State Water Project allocation by December 1<sup>st</sup> based on available water storage, projected water supply, and water demands. Allocations are updated monthly as snowpack and runoff information is assessed, with a final allocation typically determined in May or June. Fortunately, Lake Oroville, the primary storage reservoir for the State Water Project is currently at 135% of average compared to 65% of average last year, which is a good start to the water year.

Water supply conditions are a stark contrast from where we were last October 1<sup>st</sup>.

### El Niño

Depending on which model or expert you listen to, the strength of El Niño could be anywhere from near or above-average rainfall this winter to the comparable “great” El Niño of 1997-98.

Even though a strong El Niño could produce wet conditions across the state, some of the long-range climate models aren't showing that. The North American Multi-Model Ensemble hints at drier than normal conditions through the end of the year before snow and rain start to ramp up after the first of the year through spring.

810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688  
Phone (707) 451-6090 • FAX (707) 451-6099  
[www.scwa2.com](http://www.scwa2.com)



Most models are showing that the southern part of the state will see above average rainfall. NOAA forecasts show equal chances for wetter or drier than normal conditions statewide.

Last year, the La Niña winter produced multiple atmospheric rivers, when all the models predicted below-normal rainfall. With record breaking ocean temperatures this year combined with El Niño, it really is difficult to get a sense of what might happen.

### Bay-Delta Plan-State Water Board Staff Report

The State Water Resources Control Board (State Water Board) has released its public draft staff report (Staff Report) regarding the current update for the *San Francisco Bay/Sacramento-San Joaquin Delta Estuary* (Bay-Delta Plan or Plan). The State Water Board is responsible for adopting and updating the Plan to protect beneficial uses of water in the San Francisco Bay/Sacramento-San Joaquin Delta (Bay-Delta) watershed related to water diversions and operations. This draft Staff Report includes information and analyses to support the State Water Board's planning and decision making on possible updates to the Bay-Delta Plan, including scientific, hydrologic, modeling, environmental, and economic analyses and other information and analyses. The State Water Board adopts water quality control plans as part of a certified regulatory program under the California Environmental Quality Act (CEQA). Certified regulatory programs are exempt from CEQA's requirements for preparing an environmental impact report, negative declaration, and/or initial study. This Staff Report can be considered as a substitute environmental document (SED) that fulfills the requirements of CEQA and the State Water Board's CEQA regulations to analyze the environmental effects of the proposed regulatory activity. The release of this draft Staff Report kicks off a rigorous public regulatory process.

The draft Staff Report assesses a range of alternatives that may be considered for adoption by the State Water Board. The proposed Plan amendment is "Unimpaired Flow" (UF). UF is the flow that would occur without water diversions with existing channel configurations and is an indication of the amount of water available within a stream system to support all the uses for water within that system, including water diversions for agricultural, municipal, and other uses, and instream flow purposes.

UF would require all Sacramento River tributaries to forego 55 percent theoretical unimpaired flow from storage, with an adaptive range from 45 percent to 65 percent, to support salmonids and other native species within streams and contribute to Delta outflows. For Putah Creek, this amounts to upwards of 100 thousand acre-feet (TAF) per year of bypassed water that otherwise would have been stored in Lake Berryessa for multiple beneficial uses. which is half of the annual safe yield of the Solano Project.

While the draft Staff Report identifies proposed Plan amendments, the proposed stand-alone voluntary agreements (VA) alternative developed by public water agencies and state resource agencies is considered another possible pathway for updating and implementing the Bay-Delta Plan. The VA alternative is now being branded by the Sacramento partners as "***Draft Strategic Plan for the Proposed Agreements to Support Healthy Rivers and Landscapes***". The State Water Board has not yet made any decisions on how to move forward with the Sacramento/Delta update to the Bay-Delta Plan, and all alternatives described in the draft Staff Report are available for consideration and adoption during the public planning process. The input received on this

draft Staff Report and the draft Bay-Delta Plan amendments will inform the final Staff Report and final proposed Bay-Delta Plan amendments, which will be brought before the State Water Board for consideration at a future meeting.

Agency staff has begun reviewing the Staff Report which is over 5,000 pages of dense technical material. The Putah Creek VA proposal that we discussed several months ago remains unchanged in the proposal included in the Staff Report. The next 6 months are going to be revealing with outside commentary as we go through the public process. In parallel, Agency staff will be working with our participating agency partners and legal counsel to develop an implementation and enforcement agreement that will be specific to Putah Creek VA obligations and governance process for Board consideration in the future.

#### Appointment of Alex Rabidoux as Assistant General Manager

The Water Agency did an internal recruitment for the Assistant General Manager position recently. We had very experienced candidates and the panel had a difficult time deciding. Ultimately, the panel selected Alex Rabidoux to be the Assistant General Manager of the Water Agency.

The interview panel consisted of Heather Renschler, President of Ralph Anderson and Associates, Mathew Hobbs, Power and Operations Manager at SID, and the General Manager.

Alex has been with the Water Agency for 18 years and most recently held the title of Principal Water Resources Engineer.

#### Winters Salmon Festival

The 2023 Winters Salmon Festival is scheduled for Saturday, November 4<sup>th</sup>, from 11:00 am to 4:00 pm at Rotary Park in Winters. Water Agency staff have been assisting with Festival preparations. The event will feature family-oriented programs including live music, local food trucks, children's activities, educational programming and more. The event is free to the public.

Coordination and funding of the Salmon Festival is through the City of Winters, U.S Bureau of Reclamation, Solano County Water Agency, Solano Irrigation District, Putah Creek Council, California Department of Fish & Wildlife, Putah Creek Trout, as well as local businesses and interested citizens.

In advance of the Salmon Festival and hopefully the salmon, Water Agency staff will be completing gravel “scarification” projects (loosening of stream channel gravels for the benefit of spawning salmon) and removing debris dams and other potential fish passage barriers along Lower Putah Creek.

Pulse flows will start a little earlier than normal to try to jump start the salmon moving into Putah Creek. On October 18<sup>th</sup>, flows will ramp up from 21 cfs to 150 cfs for three days, then to 125 cfs for 8 days then gradually back down to 30 cfs by October 26<sup>th</sup> as part of the Putah Creek Accord Fall Pulse Flows. Department of Water Resources staff have already begun to catch adult Chinook Salmon in the Yolo Bypass Toe Drain. A team of Water Agency staff have also been hard at work in (a) removing fish passage barriers along Putah Creek, (b) conducting repairs to

the fish friendly culvert at Road 106A, (c) performing scarification improvements to Putah Creek, and (d) installing a temporary camera to count Adult Salmon as they migrate up Putah Creek.

### California Forever

Over the last month, there have been a several articles on California Forever, aka Flannery, in news outlets across the nation. Several are included in the packet. Board Members and staff have been quoted in many of these articles.

California Forever has hired local firms to look at water rights and environmental issues. The CEO of California Forever met with the General Manager on October 5<sup>th</sup> to discuss general water issues.

As more details emerge, staff will investigate potential impacts to our County-Wide Habitat Conservation Plan and the Solano Subbasin Groundwater Sustainability Plan. A map depicting parcels owned by California Forever within the Solano Subbasin is attached.

### LPCCC Updates for September

September 14, 2023, LPCCC Board Meeting was held as a field trip to Butte Creek, near Oroville, CA. Butte Creek has many similarities to Putah Creek, and has a large and established salmon run. The LPCCC viewed successful irrigation supply, delivery, and salmon habitat management by the Butte Creek user community and the Western Canal Water Company. The LPCCC discussed the history of cooperation on Butte Creek and viewed infrastructure improvements such as fish ladders, fish screens, and large capacity siphons (passing canal water under the creek). Adult salmon numbers have more than quadrupled since installation of these improvements with no changes in water supply for Butte Creek users.

On October 5<sup>th</sup> there will be a community meeting on Putah Creek Water Management (PCWM) at the Winters Community Center at 6:30 pm. From the PCWM postcard: The PCWM initiative aims to protect and enhance Putah Creek while complying with water regulations. Help us gather insights, priorities, and input from growers, community groups, the public, and agencies, to find collaborative solutions that tackle the potential climate challenges Putah Creek faces.

More information can be found at: <https://www.scwa2.com/pcwm/>.

Email from LPCCC Chair Michael Heather, Fairfield Assistant Public Works Director, to Water Agency Board Chair Kott:

Dear Chair Kott and the SCWA Board of Directors,

The Lower Putah Creek Coordinating Committee (LPCCC) meets monthly to discuss management of Putah Creek and provide a forum for discussion of Putah Creek watershed issues. The Water Agency is a member of the LPCCC and employs a Streamkeeper who also serves as the Executive Director of the LPCCC.

At the September 14, 2023, LPCCC meeting, LPCCC members voted unanimously on the timing of fall pulse flows into Putah Creek. This is a non-binding recommendation that recognizes logistical constraints be accommodated. LPCCC recommended that the Water Agency execute pulse flows into the creek as close to October 1st as possible to maximize opportunities for adult salmon migration in 2023. This recommendation is only to formalize the idea that fall season pulse flows should be started earlier than they have in the past.

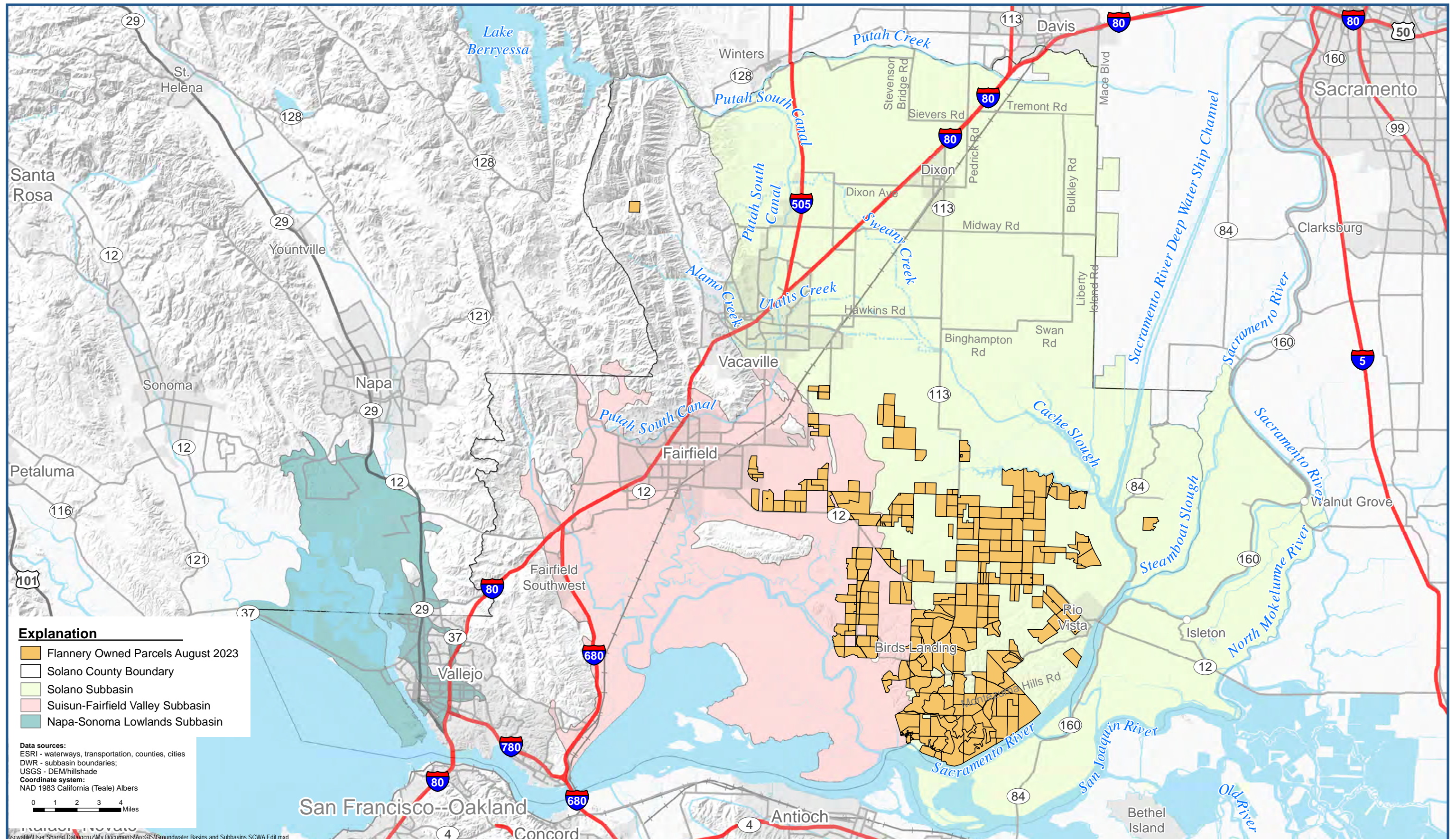
Since 2000, pulse flows had almost always occurred in November and December, however, the fall run of chinook on Putah Creek typically arrives in early October. A pulse flow in early October would more closely match the migration timing of the salmon.

The LPCCC and Water Agency Staff work closely and coordinate well on many issues, including timing of pulse flows.

The pulse flow for this year is scheduled to start October 18, 2023, the earliest in twenty-three years.

We will also inform you and the Board of Directors at the next SCWA Board meeting.







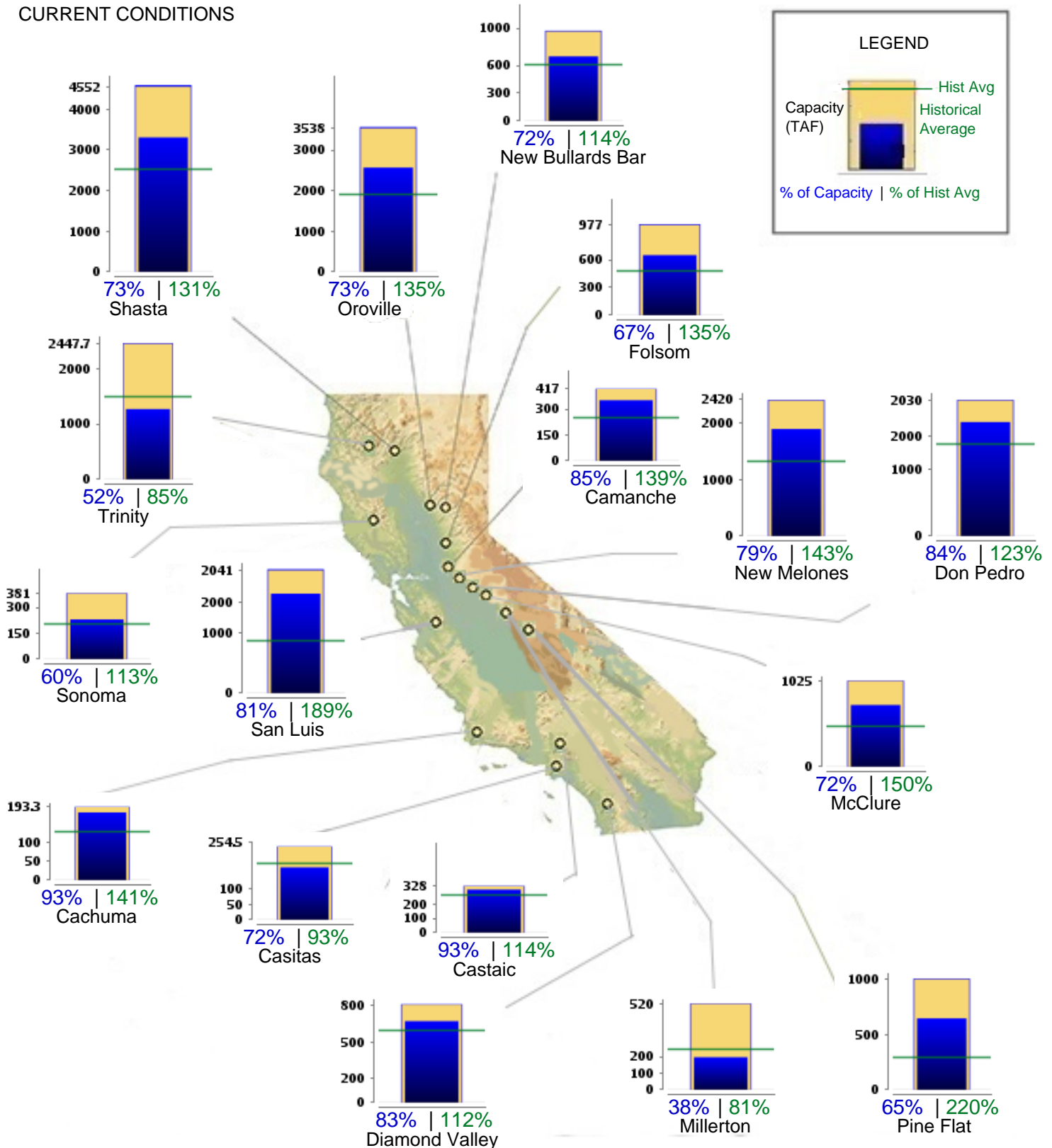


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - October 4, 2023

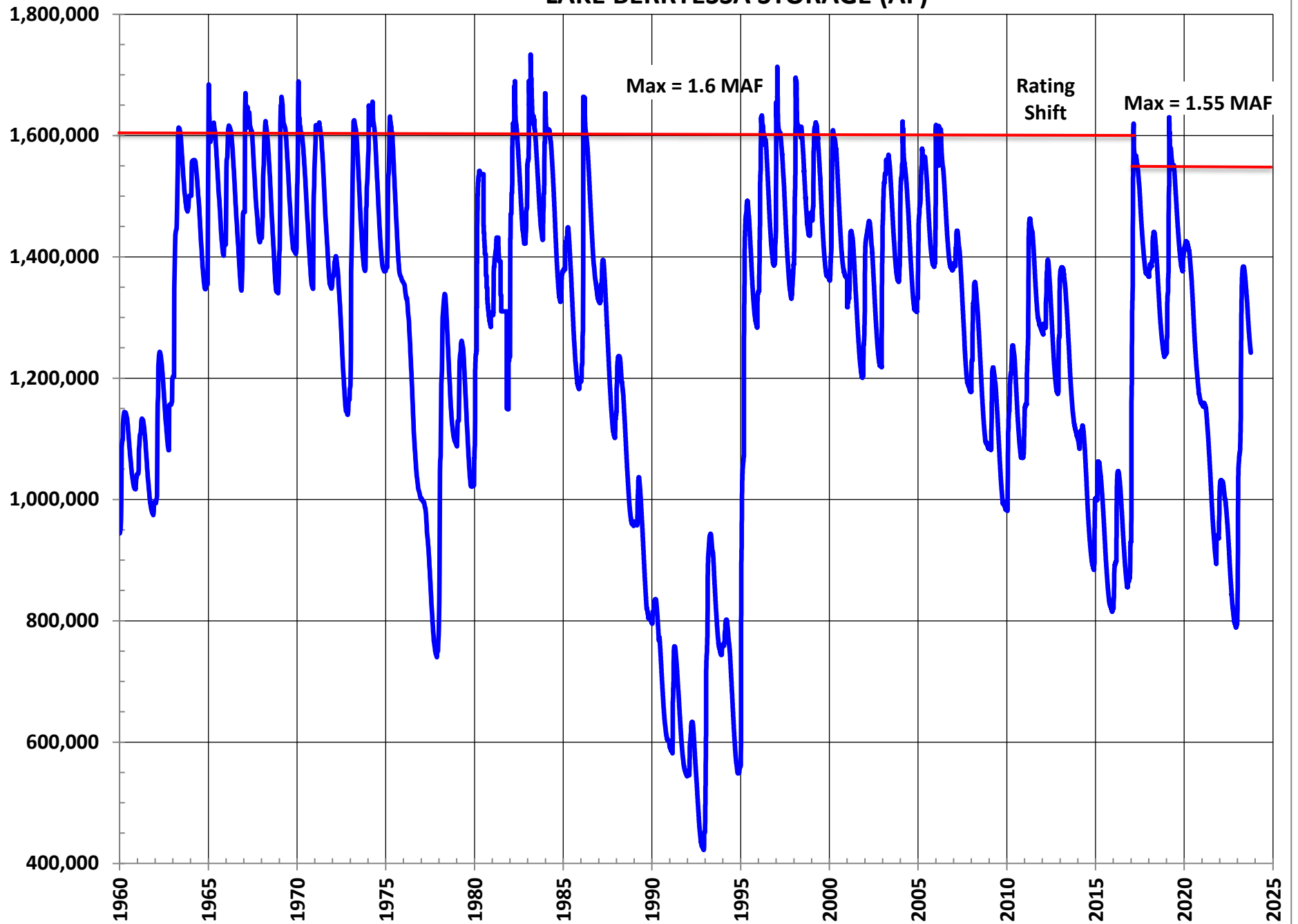
### CURRENT CONDITIONS



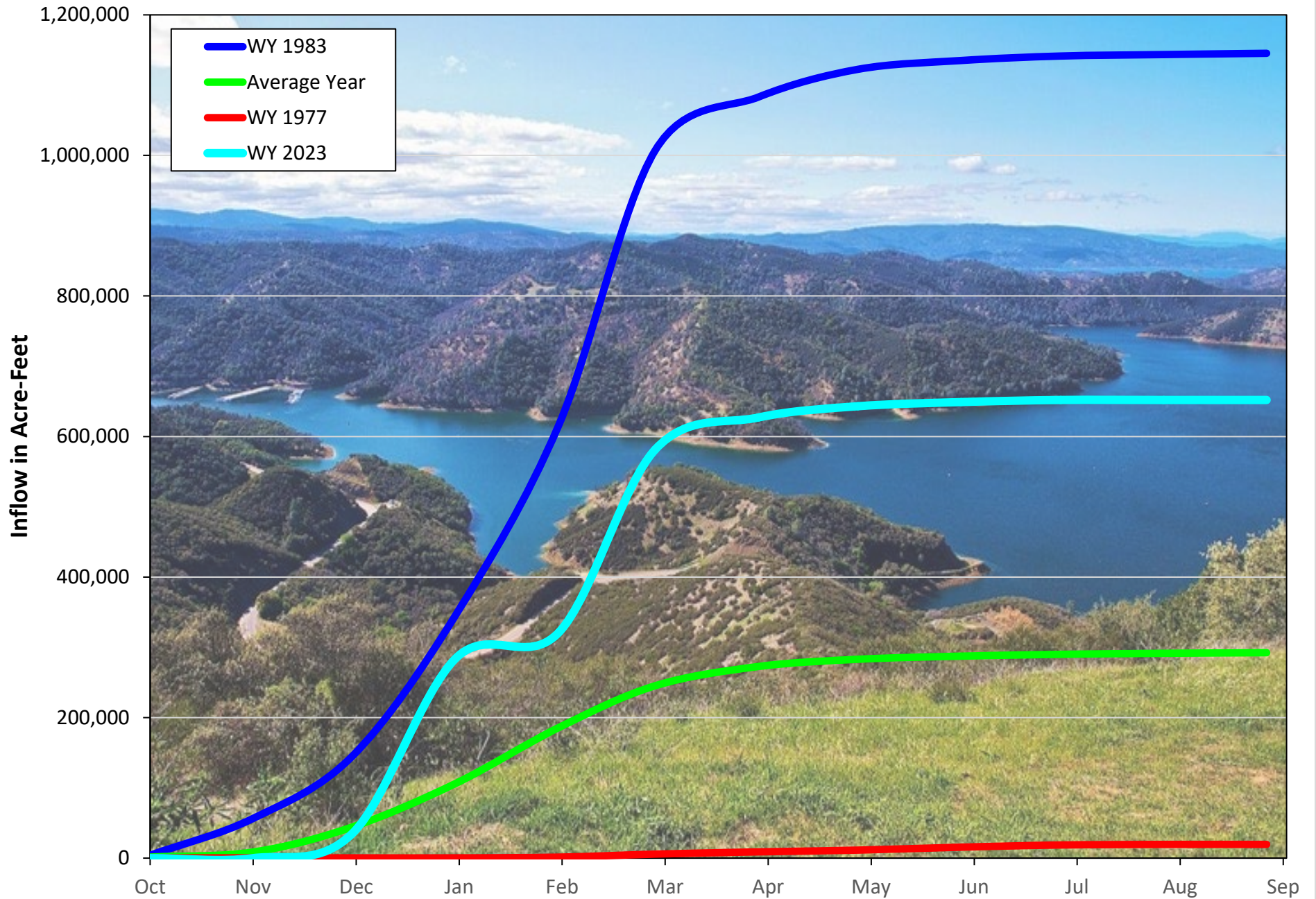
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# LAKE BERRYESSA STORAGE (AF)

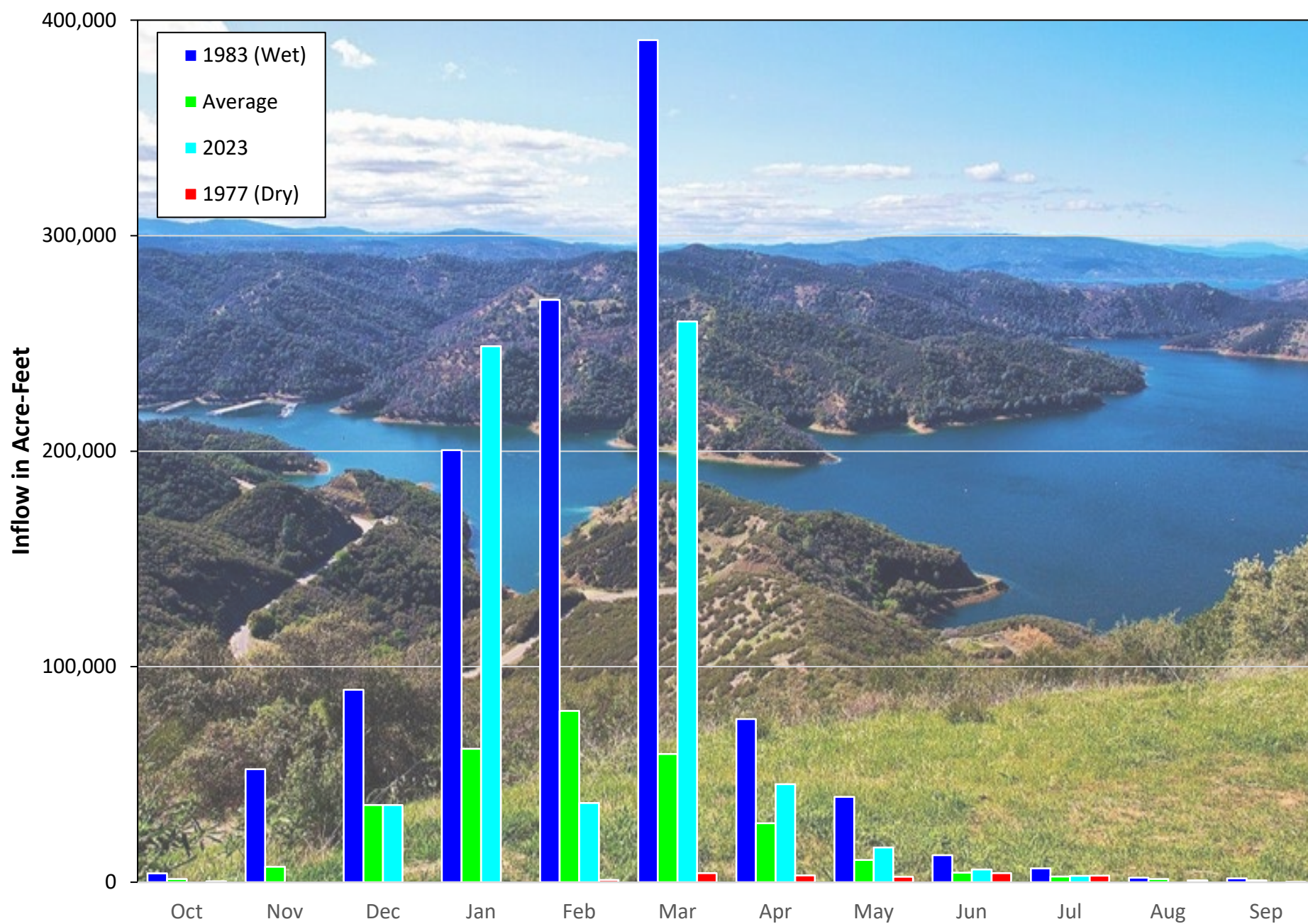


# Annual Lake Berryessa Inflow





# Annual Lake Berryessa Inflow



**REPORT OF CONSTRUCTION CHANGE ORDERS AND  
CONTRACTS APPROVED BY GENERAL MANAGER UNDER  
DELEGATED AUTHORITY**

**Construction Contract Change Orders (15% of original project costs or \$60,000, whichever is less) - None**

**Construction Contracts (\$60,000 and less) – None**

**Professional Service Agreements (\$45,000 and less) – None**

**Non-Professional Service Agreements (\$45,000 and less) – None**

**Construction contracts resulting from informal bids authorized by SCWA Ordinance- None**

Note: Cumulative change orders or amendments resulting in exceeding the dollar limit need Board approval.

# NEWS ARTICLES

# California Forever release polling results



Sheep graze in a field near wind turbines on land where a group of investors, California Forever, which describes itself as the parent company of Flannery Associates, has been purchasing plots of farmland around the Air Force base from Suisun City to Rio Vista along Highway 12 in hopes of building a new tech city. (Chris Riley/The Reporter)

By [NICK MCCONNELL](mailto:nmccConnell@timesheraldonline.com) | [nmccConnell@timesheraldonline.com](mailto:nmccConnell@timesheraldonline.com) |  
September 13, 2023 at 3:21 p.m.

California Forever has released the results of a survey they placed in the field last month regarding the future of eastern Solano County, where they have purchased over 52,000 acres of land zoned for agriculture.

The company reports they have conducted over 1,400 surveys and online interviews, 600 of which were taken from the county registered voter list between July 10-16, and 800 of which were conducted between Aug. 20-27. Both polls were weighted to census demographics, and were conducted in both English and Spanish.

Crime and homelessness were listed by residents of the county as the most important issues to them when voting for county officials at 47 percent, followed by housing cost at 26 percent and education at 18 percent.

Fifty nine percent of Solano County residents reported they believe the county needs big changes in order to create more jobs and tax revenue to improve the quality of life

in the county, as opposed to 33 percent who said the county does not need to be making big changes, and eight percent who responded that they do not know.

Eighty one percent of those identified by the survey as parents said they believe most kids in Solano county will not be able to afford to live in their current neighborhood when they grow up, while 13 percent said they will and 6 percent said they did not know.

The majority of respondents (39 percent) responded that they think Solano County is headed in a mix of the wrong direction and the right direction. 29 percent said they believe it is headed in the wrong direction, 21 percent said they think it was headed in the right direction, and 11 percent said they do not know.

“In the coming months, we aim to work collaboratively with the people of Solano County on a consensus-minded plan that can deliver a new economic engine for the region.” The release said, To do that, we have intentionally assembled a team of experts who are not only world-class, but also local to the Bay Area, with a deep connection to this area and a shared commitment to solving Northern California’s most important challenges.”

The survey asked respondents about multiple “possibilities” regarding the future of eastern Solano County, and asked them to report how much more or less likely they were to support the project. 66 percent said they were more likely to support the project if it included a new trade school, and 66 percent said they were more likely to support the project if it brought “thousands of permanent, good paying jobs in construction, solar energy, and services.”

Other possibilities included planting millions of olive trees and a new oak forest (64 percent more likely), thousands of acres of new ecological habitat (64 percent more likely), reducing traffic congestion by bringing jobs closer to residents (64 percent more likely) and walkable neighborhoods (59 percent more likely).

Respondents were also asked about the possibility of a new performing arts center, the possibility of minor league baseball and soccer teams, the possibility of tens of millions in tax revenue for the county and the possibility that the project would be funded entirely by private sector money.

Respondents that indicated they were no more likely or less likely to support the project hovered around 30 percent to 45 percent combined depending on the issue posed.

The release indicates that California Forever will soon open a local engagement center, and will be sending out a survey to residents.

“This polling is only the beginning of the conversation we are starting with the residents of Solano County and your elected officials,” the release said. “It is your voice that counts most and we are excited to start engaging with you.”



# California Forever's first foray into Solano County politics was all about water. It didn't end well

[J.K. Dineen](#)

Oct. 3, 2023Updated: Oct. 4, 2023 11:14 a.m.

[Comments](#)



A former beach, lower left, has washed out and been overtaken by brush and algae at the closed Brannan Island State Recreation Area near Rio Vista in 2022. The city's lawyers approached its council Tuesday to ask if they could also represent California Forever, a group proposing a new city near Rio Vista, in water rights issues.

For the first time since their plan to build a city in Solano County became public, representatives of California Forever went to a local government and asked for permission to do something.

In a unanimous decision Tuesday evening, the City Council of Rio Vista — a delta town of 10,000 that would be the closest city to where the new metropolis would sprout from dry farmland — rejected the idea that it would allow the city's outside legal counsel to also represent California Forever, parent company of the developer, Flannery Associates.

The law firm of Kronick, Moskowitz, Tiedemann & Girard, which has provided legal counsel to Rio Vista since 2011 — most small California cities hire outside firms rather than pay for their own legal departments — had asked the City Council for permission to also represent California Forever in its process of securing the water rights for the still unnamed, built-from-scratch city.

It was a resounding no.

While the vote was small potatoes in the context of a group that has spent \$800 million on buying 50,000 acres and is determined to spend billions more to create America's next great city, it demonstrated the political obstacles that California Forever will need to clear as it tries to convince the majority of Solano County of the wisdom of a project that would transform a corner of the Bay Area still mostly made up of farms and small towns like Rio Vista.

In its request, the firm, KMTG, promised it would create a separation between lawyers working for the city of Rio Vista and those helping California Forever secure water rights for a new city that could become home to 100,000 residents or more.

KMTG attorney Olivia Clark said that if any conflict arose the firm would represent the city, and not the developer. She said KMTG's expertise in Solano County development issues, and water rights, could be a benefit to Rio Vista.

"We bring a lot of experience and institutional knowledge — that unique background will help both entities moving forward ... rather than California Forever finding some hotshot L.A. firm to phone it in," she said. "I think it's better

to know your neighbor and know they have competent legal counsel representing them. ... What's the cliché? It's better to know your adversary than take a gamble."



Personal watercraft users cut through the Sacramento River near Sandy Beach County Park outside Rio Vista. Water rights could become a key issue for the group that wants to build a new city near Rio Vista. Carlos Avila Gonzalez/The Chronicle

In a memo on the topic, KMTG partner Mona Ebrahimi said there was “no present conflict between California Forever and Rio Vista” in terms of water rights, but she allowed that there might be down the road.

“The concern is that Rio Vista might oppose California Forever’s efforts to orchestrate water supplies for future land-use projects and might oppose California Forever’s efforts to obtain land-use approvals allowing such projects,” she wrote.

Rio Vista relies on groundwater pumped from the Solano Subbasin of the Sacramento Valley Groundwater Basin. Although, if that resource is depleted, it could put the city in conflict with the water sources California Forever is looking toward, including the Sacramento River.

Neighbors were not persuaded by the law firm, and neither were elected officials.

After public comment in which all of a dozen or so Rio Vista residents urged the council to reject the idea, the five-member body quickly put the kibosh on the request.

Resident Kenny Paul said allowing the firm to represent both sides would “put the city in a bad position.”

“We are not going to be able to stop Flannery, ultimately, but do we extend a hand to them in welcome or do we say, ‘No thanks?’ ” Paul said. “The fact that they would go after the same counsel we have, who are experts in water rights fights, just speaks to their continued bad faith.”

Resident Bill Mortimore said the law may be well-intentioned but that ultimately there will be conflict “when Flannery comes in and throws a half a billion on the table.”

“Our legal representatives have good intentions, but money talks. I can picture a conflict arising and them walking in with a checkbook,” he said.

Jeannie McCormack, a third-generation rancher who rejected Flannery’s efforts to buy her family’s 3,700-acre ranch, warned against the firm’s request. She said California Forever’s current legal representation — Skadden, Arps, Slate, Meagher & Flom LLP — would provide plenty of legal firepower without also enlisting Rio Vista’s lawyers.

“They have a very high-falutin and well-known legal firm ... they don’t need anyone else,” she said. “They will try to weaken Rio Vista and we won’t know what their aims are because they are very closed-mouthed.”

Former Solano County Supervisor and project opponent Duane Kromm said the vote was significant because KMTG is one of the few firms that knows Solano County water rights issues inside and out.

“There is a limited subset of law firms highly specialized in California water rights,” he said.

He said the lopsided dynamic of the fight over the future of eastern Solano County would continue to test the small cities in the area.

“It’s not David vs. Goliath,” he said. “It’s David vs. an aircraft carrier.”

California Forever did not respond to a request for comment.

*Reach J.K. Dineen: [jdineen@sfchronicle.com](mailto:jdineen@sfchronicle.com)*

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Written By

[J.K. Dineen](#)



# Protect Solano County from Sprawl Development

- September 11, 2023

Over the last five years, a group of billionaire Silicon Valley investors called 'Flannery Associates' have put down \$800m for 55,000 acres of agricultural land in Southeastern Solano County in a proposed development project called California Forever.

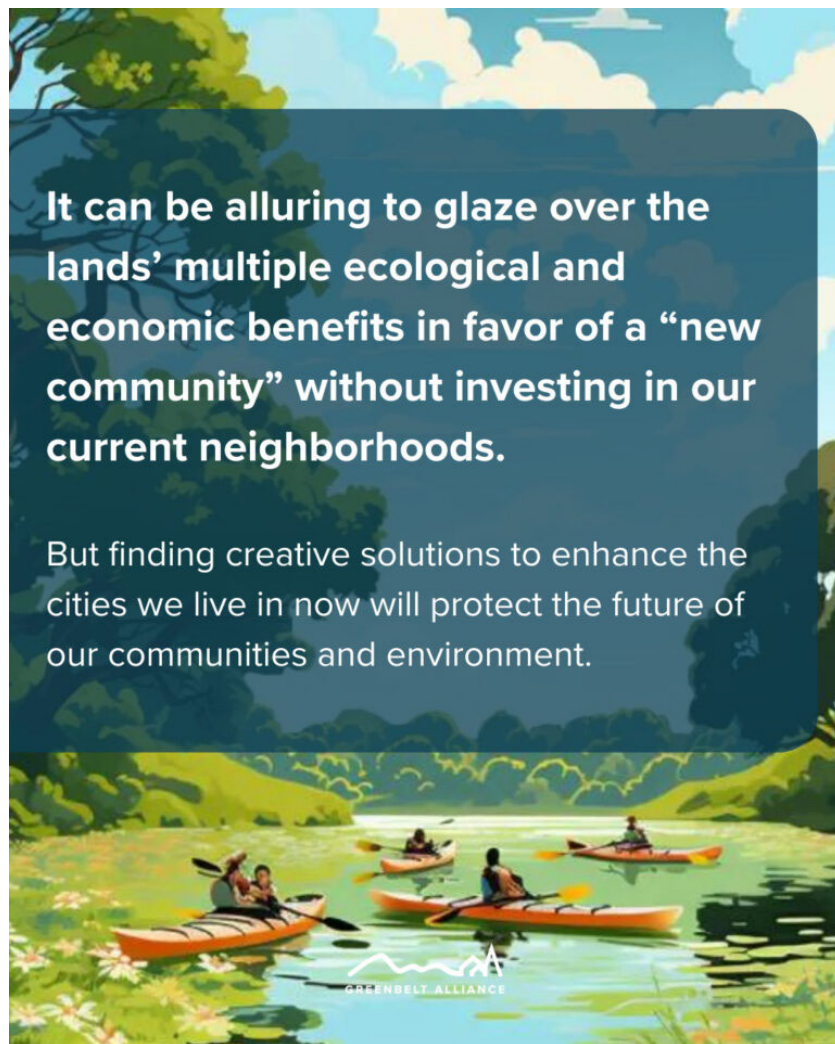
Flannery Associates proclaims to want to build a utopian city, offering its residents urban living and access to public transit, operating on clean energy.

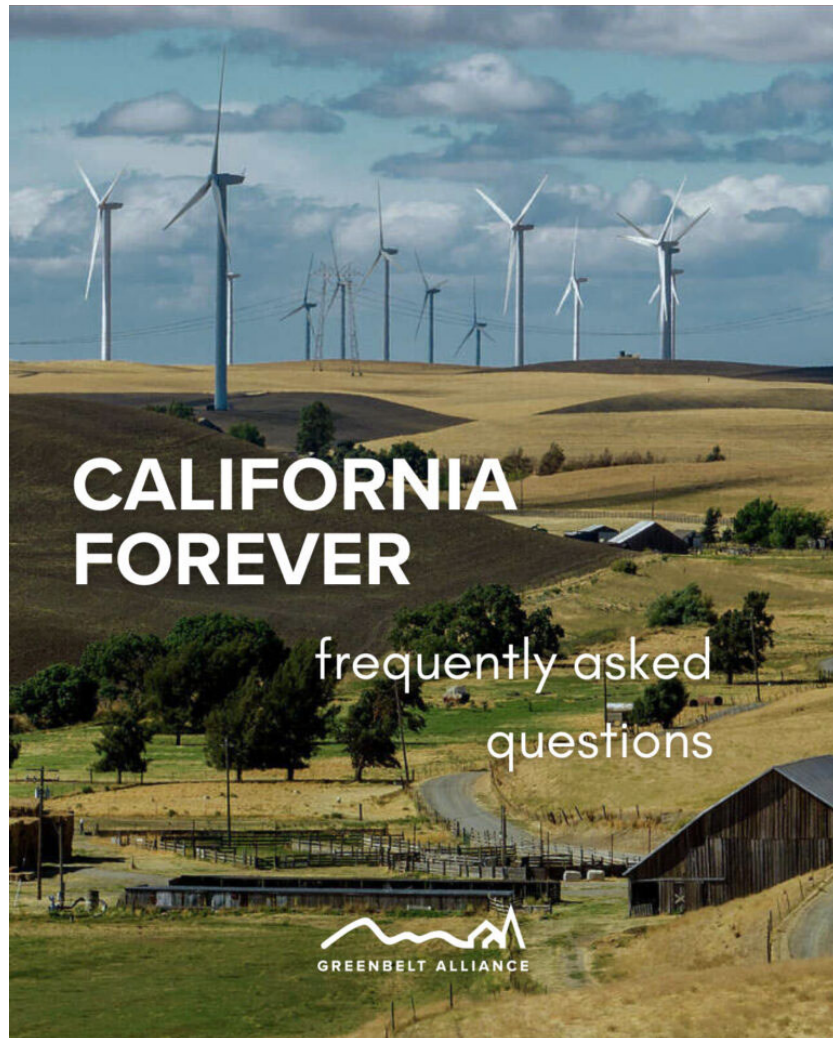
But the development of a remote, isolated city by paving over this farmland and hillside creates a number of environmental and economic problems, causing alarm among environmentalists, residents, farmers, and many others who advocate for a more equitable, affordable, and environmentally sustainable region.

Greenbelt Alliance was [founded 65 years ago](#) by local community activists sounding the alarm on development proposals on iconic Bay Area landscapes that would be damaging to communities and ecosystems alike. We've paired our advocacy for open space protection with strong support for new climate smart development within our existing cities and towns.

And we're continuing to support environmentally sustainable growth and mobilize against harmful developments over six decades later.

We are bringing people together to share resources and data, "California Forever" project updates, and advocacy opportunities.







## WHAT? WHY?

Over the last five years, a group of billionaire Silicon Valley investors called 'Flannery Associates' have put down \$800m for 55,000 acres of agricultural land in Solano County in a proposed development project called **California Forever.**

**Flannery Associates vaguely proclaims to want to build a utopian city, offering its residents urban living and access to public transit, operating on clean energy.**



# WHY OPPOSE?

Flannery Associates presents the region as an insignificant “blank canvas” waiting to be paved over, which couldn’t be further from the truth.

The development of a remote, isolated city by paving over this area would be an environmental and economic catastrophe, **setting our goals for an equitable, affordable, and environmentally sustainable region back decades.**





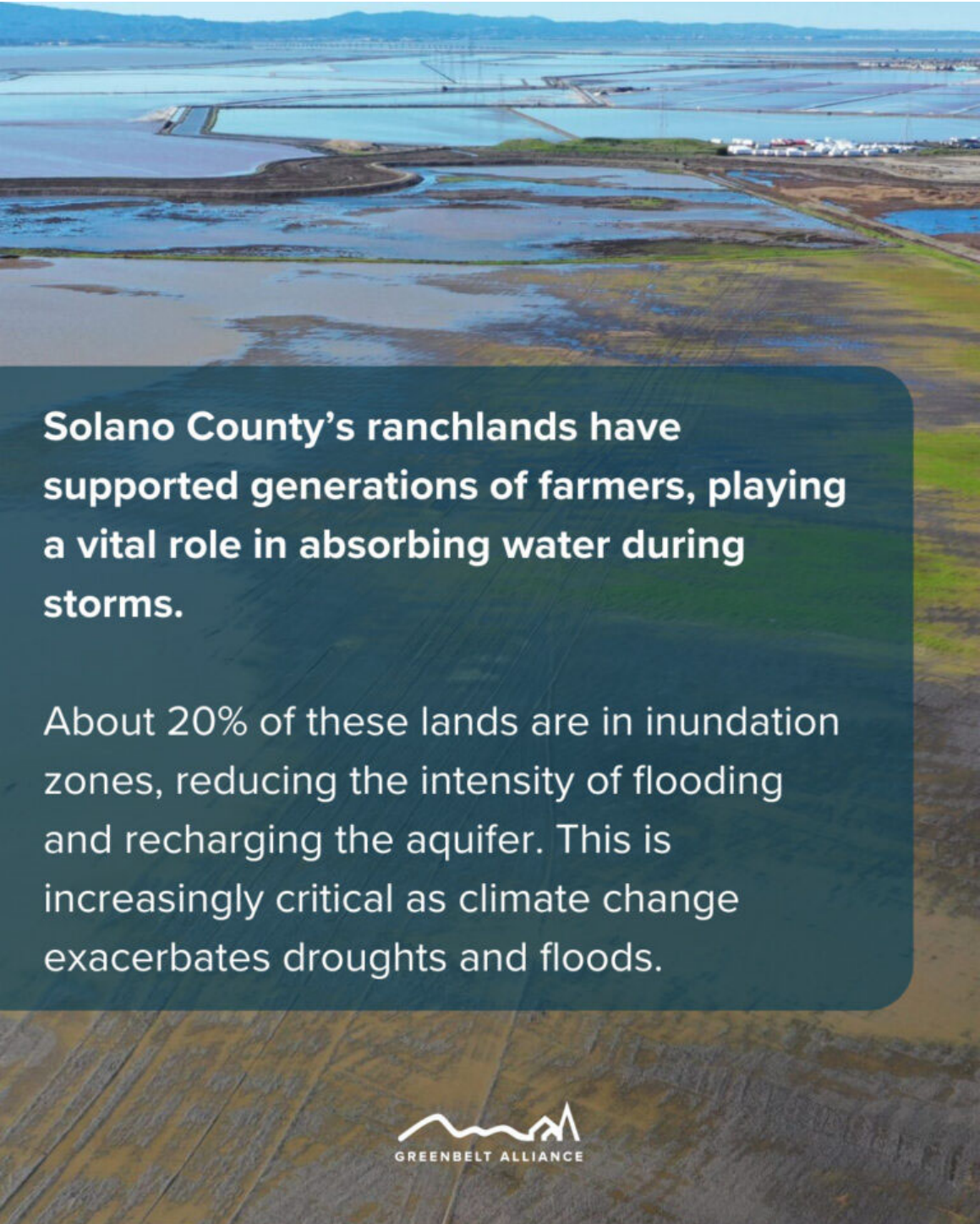
# WHY IS THE LAND SIGNIFICANT?

Southeastern Solano County is surrounded by Suisun Bay and the Sacramento River Delta, a critical habitat and source of water for people and agriculture, all of which are under extreme threat due to sea level rise.

**The proposed development will only exacerbate these threats.**







**Solano County's ranchlands have supported generations of farmers, playing a vital role in absorbing water during storms.**

About 20% of these lands are in inundation zones, reducing the intensity of flooding and recharging the aquifer. This is increasingly critical as climate change exacerbates droughts and floods.



# BUT ISN'T MORE HOUSING GOOD?

Yes! The Bay Area is urgently in need of more housing, which is why Greenbelt Alliance actively supports policies, legislation, and individual projects that **will accelerate that growth within our many existing cities and towns.**



Many Bay Area residents desire vibrant, walkable communities that are close to jobs and convenient transit.

**But sprinkling buzzwords in over a development proposal does nothing to make it convenient and walkable.**





Without transit, residents will be fully car-dependent in this remote location.

This means **more cars will clog our roads and highways**, and **significant land in this new city will need to be dedicated to parking**, despite what the lovely cartoon renderings from the developer show.

The lands proposed for development are currently providing carbon storage benefits crucial for curbing climate change risks: **avoiding disturbance of the lands is equivalent to over 230k cars per year**, according to Bay Area Greenprint.



### Why We're Concerned About "California Forever":

Climate Risks  
Sprawl Development

**Disinvestment of Bay Area cities**

**Transit Issues**

**Climate Resilience**

**Regional Planning**

**Economic Wellness of Farmers**

**Fill Out the Form Below to Stay in the Loop**

**"California Forever" In The News**

[Previous slide](#)

[Next slide](#)

*Click the headline to view the article.*

### **Why Greenbelt Alliance is Taking Action**

In 2008, multiple interests around Solano County, including Greenbelt Alliance organized to support an updated Orderly Growth Initiative. Originally adopted in 1984, the Initiative affirms a strategy of city-centered growth and protects and supports Solano County's agricultural lands by preventing certain developments. Over 70% of voters supported this measure, which signaled to outside developers such as Flannery Associates that this type of proposal is not appropriate for Solano County.

Greenbelt Alliance is proud to have worked with leaders throughout Solano County several years ago to protect the irreplaceable agricultural and natural areas within the county while directing growth and development into existing cities through the Orderly Growth Initiative, adopted originally in 1984 and renewed in 2008.

And with "California Forever," the fight is ongoing.

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# Shadowy group that owns 52,000 Bay Area acres may be planning to build a new city

Amid a flurry of rumors about a [mysterious buyer who has purchased 52,000 acres](#) in Solano County, local residents have received a survey gauging support for a “new city with tens of thousands of new homes.”

Fairfield Mayor Catherine Moy confirmed to SFGATE on Tuesday that Solano County residents have been receiving the push poll, and former Fairfield councilmember Marilyn Farley told SFGATE that she received the survey via text message.

The survey is extensive, and it may be the first window into what Flannery Associates plans to do with its newly acquired Bay Area empire.

The group, which incorporated in Delaware, where it is not required to name the people behind the business, has been the subject of speculation and even a [possible government probe](#). Starting in 2018, Flannery began purchasing parcels of land from Fairfield to Rio Vista. (One of its first purchases was near Flannery Road in Rio Vista, possibly giving the group its name.) [By its own admission](#), Flannery paid over the market rate to acquire that land, but in the years since, nothing has been developed on it. The group is now the largest landowner in the county.

The clandestine nature of the purchases — and the fact that Flannery’s properties now flank three sides of Travis Air Force Base — led to concerns about national security. Rep. Mike Thompson, whose district includes parts of Solano County, told SFGATE last week he has been “pushing” the Treasury Department, the Department of Defense and the FBI to investigate the acquisitions.

Screenshots of the survey reviewed by SFGATE show an extensive market research campaign. It starts by informing recipients that they will be weighing in

on “a description of an initiative that might be on the ballot in Solano County next year” regarding a new development in eastern Solano County.

“This project would include a new city with tens of thousands of new homes, a large solar energy farm, orchards with over a million new trees, and over ten thousand acres of new parks and open space,” the survey continues.

It goes on to ask a variety of questions, prompting respondents to pick if the statement makes them “much more likely” to support the initiative, “somewhat more likely” or “less likely” or if it has “no impact on support.” Among the statements are:

- “Solano County residents would be given priority and downpayment assistance to buy or lease homes in this new project.”
- “It would replace Solano County’s current aqueduct.”
- “It would be funded entirely by private sector money.”
- “It is being led by a group of architects and planners interested in building livable and sustainable communities, not typical developers.”
- “It is being funded by a group of California firms and wealthy families who are committed to our state’s future.”

The new city is pitched as having a “feel like a college town,” with a mixture of housing, schools and restaurants and an emphasis on walkability.

Because the survey was sent via an online survey site, it’s not clear who is behind the mass texts. Three lawyers listed as representing Flannery in a [recent lawsuit](#) did not respond to requests for comment by publication time.

Since news of Flannery’s acquisitions broke, locals have speculated the buyer could be planning anything from a deep water port to a regional airport to even a nuclear power plant. But building a new city from scratch would present its own set of challenges. For one, the developer would need to acquire water rights to support large suburban housing tracts. And, according to Farley, it would need to

change Solano County's "[orderly growth](#)" policy, which restricts urban development in many parts of the county.

"As the mayor of Fairfield, I sit on countywide boards that have received Flannery offers to buy land at greatly inflated prices. We turned the offers away to protect Travis," Moy [wrote on her public Facebook page](#) Tuesday. "I tried contacting the firm that is pushing this poll. My email bounced back. I then searched for the firm elsewhere, but couldn't locate them. They are yet another mystery in the ongoing saga of Flannery."

Vacaville Reporter

## Local stakeholders react to Flannery Associates 52,000 acre purchases

The secrecy and scale of the project have local leaders skeptical

Vacaville Mayor John Carli is an easy man to reach. His phone number is on the city website, after all.

So he finds it puzzling why no one from Flannery Associates, a shadowy LLC that has bought up 52,000 acres of Solano County land over the last several years, has given him a call. He's not shy about the fact he has some questions for them.

The group, anonymous until [The New York Times](#) identified them as Silicon Valley tech billionaires over the weekend, has spent over \$800 million on land between Vacaville, Fairfield, Rio Vista, Suisun City and critically, Travis Air Force Base. The price of land in the area has increased tenfold, Carli said, but the group continued to buy.

Tech investors Michael Mortiz of Sequoia Capital, Linked-In Founder Reid Hoffman, Venture capitalists Marc Andreessen and Chris Dixon, and others are involved in the investment group, which The Times reported as the "brainchild" of Jan Sramek, a former Golden Sachs trader.

The 52,000 acres already purchased amount to a landmass about 1.7 times the size of San Francisco city limits and almost 81 percent the size of Sacramento. As some unpurchased parcels surrounded by Flannery owned land remain, that number is likely to continue to grow as time goes on.

“When it’s up to 52,000 acres, you begin to realize it’s a pretty good chunk of the county,” Carli said.

Since the purchases began, there has been no shortage of speculation from locals as to what the opaque buyer’s purchases might be. Carli chalks that up to the sheer amount of land acquired at such a rapid pace, especially in the location it is in.

“It certainly created a lot of speculation,” Carli said. “Is it foreign investors? Is the intent nefarious?”

But the true vision appears to be a utopic city of the future, Carli said, providing more affordable housing in the Bay Area, but out of the current major cities where prices and demand remain sky high. And no one can deny that housing crisis is very real — experts have long been [citing](#) a lack of development in coastal areas as one of the drivers of the state’s years-long housing woes.

That vision leaves more questions than answers for Carli. Water, for instance, is a big one — it would cost nearly \$750 million to re-route an existing aqueduct, in addition to the cost of building out residential plumbing for that much area. On top of that, the cost of expanding electricity, he said, will be exorbitant.

But the biggest and most immediate issue for Carli is the threat these purchases could pose to Travis Air Force Base, which drives \$2.5 to \$3 billion worth of impact to the local economy as well as being a vital part of military strategy in the Pacific and around the world. Area political leaders have worked closely over the years with Travis to carefully ensure a mutually beneficial relationship, he said, and officials on base have expressed serious concerns about the acquisitions.

If urban development surrounds the base, Carli said, it’s possible that the federal government could choose to close it and move operations to another location. The secrecy around these plans has contributed to this fear, he said.

“This has felt like a threat, you know?” Carli said. “Who are these people? What is their intent?”

And while a brand new city might sound nice, Carli said, the process has so far totally ignored the existing policies for urban development in Solano County. That normally entails meeting with LAFCO, a group of Solano county leaders focused on local government boundaries.

“It completely undermines the structure of the development plans we already have in this county,” Carli said.

LAFCO’s website indicates that the group is made up of members of representatives from the board of supervisors, city mayors and the public at large.

“The Commission, in the consideration of proposals, has to observe four basic statutory purposes,” the website reads. “The discouragement of urban sprawl, the preservation of open space and prime agricultural land resources, the efficient provision of government services, and the encouragement of orderly growth boundaries based upon local conditions and circumstances.”

A representative for LAFCO was not available to comment by press time.

Carli wants to hear more about what is proposed, but the lack of transparency hasn’t done Flannery any favors in his book.

“I don’t start with no, I start with questions,” he said, “but it may not be difficult to get to no quickly.”

Mayor Cathrine Moy of Fairfield was unequivocal in her opposition to the acquisitions and to Flannery’s behavior thus far. The secrecy behind the purchases over the span of years has been beyond frustrating, and the lack of concrete plans going through proper channels has angered her as well.

“I think Flannery has gotten off on the wrong foot,” she said.

Landowners who have been in the area for five and six generations have already been forced out, Moy said, and the threat to Travis has been concerning. On top of the direct economic generation that the base provides, she said, 125,000 retirees of the base have settled in the area over the years.

Logistically, Moy sees an uphill battle for the project as well. The roads in the area are drastically underdeveloped for the creation of a metropolitan area, she said, and the high winds in the area will pose challenges.

“I just don’t see personally how they will ever get this done,” she said.

And local elected officials aren’t willing to be dictated to on the development of the project, as she and others have long been discussing how to respond. Moy said LAFCO will be able to stop the development, and elected officials on the federal level are meeting with both Flannery and local officials.

“I don’t see where they have a corner to hide in,” Moy said.

Both in hearing rooms and at the ballot box, Moy said, both politicians and locals are ready to settle in for a long battle against Flannery Associates over the coming months and years.

‘We’re playing hardball, they’ve played hardball,’ She said. “They’ve sued people who are just simple farmers, they’ve broken up families and I’m tired of their thuggery.”

Moy sees this as becoming a showdown between Silicon Valley elites and the local community.

“It frankly is the same old story about an upper class, if you will, coming after people who are hardworking, middle class people and farmers,” she said.

While the need for more affordable housing is evident, Moy said, she cannot support growth in the proposed location because of the risk to Travis Air Force Base and to area agriculture, which brings in \$1 billion per year.

“Because of where they have the land right now, they just don’t have the infrastructure there right now, and I think people would not be happy living there.”

John Sweeney, a local landowner and former developer who has been following the Flannery situation since 2019, said he still holds property in the area, but knows that Flannery is coming for his land eventually.

“It’s deflating, because you buy some property out in the country to have a little ranch and be away from the city,” he said.

Sweeney lives in Denverton, a municipality of 22. It’s gorgeous out there, Sweeney said, and relatively quiet, but less than the ideal spot for a bustling metropolis — 25 to 30 mph winds buffet the landscape for most of the year. In the summer, when the winds die down, hordes of biting gnats make it near impossible to go outside.

While Sweeney thinks the project may not come to fruition because of the logistical challenges, he thinks the company is likely to get the approval they need to move forward. He’s interested to know who Flannery has talked to, and what those conversations might have looked like.

“You can’t risk that much land not to have some assurance that you’re going to get what you want,” he said.

Following a poll that was put out to area residents recently asking for their opinions on real estate development in the area, Sweeney said he expects the county will be swamped with a PR campaign to get the plan approved.

“In a very short amount of time we will be blitzed...” he said. “We will be inundated”

U.S. Rep. Mike Thompson, a Democrat representing the fourth district, announced Wednesday that he met with representatives from Flannery Associates on Tuesday evening, and found their plans for the proposed city lacking in detail. Thompson was critical of the group’s secrecy as well.

"After the meeting, it is clear that they don't have a plan; they have a vision," his statement read. "The secrecy under which they operated caused consternation and concern from residents, local elected officials, and federal agencies, and while they explained their rationale, I do not believe the secrecy was necessary. Honesty is the best policy, and they need to begin to work with our community and local leaders if they want to advance their ideas."

Thompson said Solano County is tight-knit, and the group will have its work cut out in regaining the trust of Solano County residents.

"I want to make sure that a group of Silicon Valley billionaires do not steal family farmers' ability to farm their land," said Thompson. "My concerns have always been on national security and food security, and a development of the magnitude they are proposed could harm Travis Air Force Base in the long term."

State Senator Bill Dodd also issued a statement on the acquisitions, citing similar concerns regarding the company's secrecy and the impact on agricultural production that could occur.

"Solano County contributes greatly to California's reputation as being America's breadbasket," Dodd said in his statement, "so people in my district are understandably alarmed at a shadowy investment group buying up large tracks of farmland, purportedly to build a new city."

Dodd said he recognized the importance of investing in more affordable housing in the state, but said the plans to develop should be intentional and responsible. The region must maintain its ability to produce food and avoid suburban sprawl, he said.

"I'm calling on these developers to be fully transparent in their dealings and to abide by state and local land use regulations," he said, "Trying to subvert agricultural protections, public scrutiny and thoughtful decision-making doesn't fly."

Carli said this saga has begun to feel like a season of the hit TV show *Yellowstone*. He's heard horrible stories about the legal tactics used by the company to push out landowners, and the silence from Flannery hasn't helped the anxiety that this may not work out well for locals.

For now, he's eager to learn more, and waits frustratedly for a call.

"We've known that they could have picked up the phone for five years," Carli said.



# Tech Moguls' \$17 Million Land Offer Spurned by California Water Officials

- Agency in California's Solano County rejected multiple bids
- Group has been buying up property to develop a new city



A parcel of land that was purchased by Flannery Associates near Rio Vista, California.

*Photographer: Justin Sullivan/Getty Images*

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By [Dana Hull](#) and [Jason Leopold](#)  
September 8, 2023 at 1:39 PM PDT

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A historic cattle ranch in California’s Solano County has been a target of a secretive billionaire-backed group that’s been buying up large swaths of land to create a new city northeast of San Francisco.

The [latest offer](#) of \$17 million, made in mid-July, by Flannery Associates LLC was for about 950 acres at a property known as Petersen Ranch, according to term sheets, proposals and emails obtained by Bloomberg News through the California Public Records Act. It was turned down by the local water agency, which owns the land.

“The Flannery group has approached the water agency on multiple occasions looking to purchase either the entirety or a portion of Petersen Ranch,” Chris Lee, general manager of the Solano County Water Agency, said by phone Friday. “All offers were rejected.”

Flannery is backed by former Sequoia Capital Chairman Mike Moritz, LinkedIn co-founder Reid Hoffman and venture capitalist Marc Andreessen, among others. The documents show that while some landowners in Solano County didn’t accept substantial offers by Flannery for their land, plenty did: The investors have purchased at least 52,000 acres of farmland since 2019.

### **California Mystery City Under Scrutiny**

Flannery Associates quietly snapped up 52,000 acres of farm and ranch land in about four years, making it the largest single landowner in Solano County  
Sources: Solano County Recorder and Assessor’s Offices; court filings

\*Alleged in May lawsuit

The group's existence and mission to build a city from scratch only became public in late August when the New York Times and other media exposed the identity of the investors and the scope of their project. Flannery has since revealed a new website explaining the vision of California Forever — a walkable city powered by green energy that will create thousands of jobs — along with plans to start engaging with public officials and the community.

Read more on the California land purchases and secret city

[Secret California City by Ex-Goldman Trader Faces Scrutiny](#)  
[Billionaires' Secret Plan to Build a New City Is Backfiring](#)  
[Billionaire-Backed City Gets Slick 'California Forever' Website](#)

The documents obtained by Bloomberg show that Flannery approached Solano's water agency in January with a draft term sheet and revised its offer several times after facing resistance from the agency. Lee [wrote in an April email](#) that the water agency turned down the offer because it needs the land for habitat and mitigation purposes and that the price wasn't a "deciding factor."

Flannery's attorney, Richard Melnyk, expressed frustration in his correspondence with Lee over the agency's plans to use part of Petersen Ranch for mitigation. "Depending on where this is and how much acreage, this may very much change the deal," Melnyk wrote in response. "It doesn't necessarily stop us from doing something, but the terms may change."

The documents also show that Flannery went to great lengths to hide the identity of its owners.

In June, an attorney for Flannery responded to a letter from the [US Department of Agriculture](#), which said the agency learned about Flannery's land purchases and said the company would be legally obligated to disclose if it had foreign ownership. In response, Flannery didn't reveal who was behind the company but said that "no foreign person holds any significant interest or substantial control over Flannery, either now or at the time of any land purchase made by Flannery."





## Senator Hurtado hosts informational hearing to preserve ag land in California; Congressman Garamendi, State Senator Cortese are among those asked to discuss Flannery Associates' monster land purchases

SACRAMENTO – State Senator Melissa Hurtado and Congressman John Garamendi are sounding the alarm on the dangers of when billionaire investors gobble up ag land.

On Aug. 29, Senator Hurtado, 16th District and chair of the State Agriculture Committee, hosted an informational hearing at the State Capitol to discuss the unprecedented land purchases in Solano County by Flannery Associates LLC; and to explore possible remedies to prevent private entities and foreign governments from acquiring California agricultural land.

The hearing, titled Informational Hearing on Navigating Threats to California Agriculture, included comments from politicians, including Congressman

Garamendi, D-8th District, farming advocates, an investigative journalist, an agriculture land real estate agent and Agriculture Committee members.

## **FLANNERY ASSOCIATES REVEALED**

On July 7, the Wall Street Journal reported that Flannery Associates LLC, a Delaware-based company, had been purchasing land near Travis Air Force Base (AFB) in Solano County. According to the Journal, since 2018, Flannery has paid over \$800 million to acquire 55,000 acres of land, making it the largest landowner in Solano County. The company often paid much higher prices than the going market rate for the land.

On Aug. 25, the New York Times identified Jan Sramek, former Goldman Sachs trader, as the face of Flannery. Sramek orchestrated the land deals. He received financial backing from some of Silicon Valley's largest investors. These include Mike Mortiz, the former head of Sequoia Capital, LinkedIn co-founder Reid Hoffman, former Netscape co-founder Marc Andreessen, and Laurene Powell Jobs, the wife of Steve Jobs and founder of Emerson Collective, a philanthropic enterprise.

According to various news outlets, Flannery purchased the 400 plus parcels of land as the first phase in a project to build a massive development, which would include a new city with tens of thousands of new homes, a solar energy farm, orchards with over a million new trees and over ten thousand acres of new parks and open space.

## **TRANSPARENCY AND CONSERVANCY**

In her opening remarks, Hurtado started off by saying not all investors are bad actors; however, she noted that there is no reason for someone to hide their identity or their money in the Cayman Islands.

“We have to ask ourselves, ‘Who is buying our ag land, and for what purpose?’” she said. “What happens when urban sprawl takes over prime ag land, and California can no longer be the breadbasket?”

Garamendi said farmers face a myriad of threats to their livelihood these days, including labor shortages, climate change and rising costs. But they should not have to fear billionaire investors.

“Flannery and Associates have purchased 400 parcels, 55,000 acres of land in unincorporated Solano County,” Garamendi said. “Flannery surrounds 75% of Travis Air Force Base. It’s the busiest base in the U.S. Last week, Flannery revealed plans to override local zoning ordinances to build a megacity east of Fairfield.”

According to Garamendi’s statements, Flannery is using secrecy, bullying and mobster tactics to force generational farm families to sell. He said the corporation does this by hiring “big city lawyers to file federal lawsuits claiming restraint of trade against seven families who refuse to sell.”

“One family, unable to pay legal costs to defend themselves, has sold out.

That lawsuit is a heavy-handed intimidation tactic and those Silicon Valley billionaires should be shamed and held to account,” Garamendi said.

He followed up these statements by saying that conservancy is the best foil to prevent large-scale land grabs.

“Conservation easements, ensuring agricultural landowners are compensated for the value of their open space,” he said. “I hope agricultural landowners across the state will take a hard look at placing agricultural easements on their property.”

From Garamendi’s account, \$40 million in federal funds are available this year to purchase easements from landowners. He said \$173 million has been spent

this year in California already to preserve land adjacent to military installations.

To get ahead of this situation, Garamendi, along with Congressman Mike Gallagher, introduced the Protect America Farmland and National Security Sites from Foreign Adversaries Act. He also amended the House of Representatives version of the National Defense Authorization Act to require the Department of Defense to develop processes to address any type of sale of land that might encroach on military installations.

“Keeping agricultural land in agricultural production is the best possible use to prevent encroachment,” Garamendi said. “Travis Air Force Base cannot operate surrounded by skyscrapers, tract homes and wind turbines.”

## **INFORMATION AND PROTECTION**

Garamendi said information is the best defense against secret land transactions.

“The testimony (at the hearing) indicates a need for information. Perhaps you start with a process of reporting agricultural land transactions,” he said.

From there, Garamendi said legislators can add prohibitions. He referred to the two state bills Hurtado authored that would prevent foreign countries from purchasing California agricultural land.

“Then, protections – which was the essence of my testimony,” he said. “There are certain key assets you want to protect.”

Garamendi concluded by saying there is money available at the federal level from the Department of Agriculture to finance startup family farmers. He said states should coordinate with the federal government to ensure that startup farmers have access to the funding.

## **NEW GUARDRAILS**

State Senator Dave Cortese, D-District 15, who is a member of the State Agriculture Committee, said the committee needs to dive into real written



language and specifics to address mega land transactions such as those engaged in by Flannery.

He said deterrents, such as those included in the 1965 Williamson Act – which enabled local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use – were not set up to challenge wealthy investors such as Flannery.

“Billionaires will not be deterred by pretty paltry Williamson Act penalties,” Cortese said. “Those penalties were not set up to stop billionaires. The act was there for small and medium-sized farmers and ranchers to stay in business.”

Cortese said when the act first came to Sacramento, times were different. Politicians and their committee staff were in place for much longer than today.

“People were able to spend four or five years completely rewriting or significantly augmenting the rules around land-use transactions,” said Cortese. “We have been in more of a triage environment legislatively, in my opinion.”

Cortese said he believes the resources are available at the state level to look deeper into codes and statutes in order to prevent a future situation like Flannery’s from occurring once more.

“I believe the expertise is here in the Capitol to do this kind of work despite the fact we haven’t done it for 30 years,” he said. “It strikes me that there is nothing stopping the legislature from coming in and putting in some new guardrails of what can and cannot be done in terms of these mega transactions.”

He added, “If nothing else, we can put a moratorium on these types of transactions.”

## **DAVIDS VERSUS GOLIATHS**

Jamie Fanous, policy director, Community Alliance with Family Farmers, said farming in California has become so precarious that only individuals with family ties to land or with access to significant wealth can acquire land.

“In California, 80% of farms operate on less than 180 acres; 75% of farmers exist on less than \$100K of gross sales,” Fanuos said. She added that 50% of California cropland is owned by 5% of landowners and 40% of farmland is rented or leased by non-farmers.

“Most small-scale farmers lease their land. They can’t invest in the land they manage. And are regularly at risk of being kicked out,” she said. “Unless you inherited the land or have access to \$1 million, access to land is 100% impossible. Only large corps, hedge funds, investment firms and tech billionaires can purchase land.”

She added, “The playbook for all of these entities is the same: if they do not get what they want, they will likely sue the small farming communities out of existence.”

## **ERADICATING INFRASTRUCTURE**

Christopher Cabaldon is the former mayor of West Sacramento and is currently running for the California State Senate. Cabaldon said Flannery’s colossal land purchases forever altered the farming infrastructure in the area. In his presentation to the committee, Cabaldon presented slides displaying the parcels of land Flannery purchased. Another slide showed land that was formerly protected by the Williamson Act. Nearly all of Flannery’s purchases involved land formerly protected under Williamson.

“The Williamson Act has not functioned in this case to in any way deter these acquisitions from happening,” Cabaldon said. “In some cases, it’s almost been a flag saying, ‘Buy here,’ because Williamson has kept prices low for buyers to swoop in.”

Regarding Williamson, Cabaldon added, “Farmers who terminate easement contracts with the state early will pay a penalty of 15% of the current market rate of the land. But if the buyer is prepared to pay up to 10 times the market value, then clearly that 15% penalty is of no consequence.”

Because Flannery represents investors and not farmers, Cabaldon said that when these properties were sold and the owners left, all of the farmers who remained in the area were negatively impacted.

“When a single, non agriculture-based owner establishes a monopoly in the entire agricultural infrastructure of the region, it becomes very difficult for any single farmer to continue (farming),” he said. “Or to get feed.” Or for foraging, he added.

“Many of the farmers in the area lease foraging land from each other,” said Cabaldon. “Flannery has canceled many of these foraging leases.”

## **LAFCO AND CEQA**

Cabaldon brought up the question of what means local governments possess to prevent large-scale land deals.

Earlier this month, Flannery sent out surveys to Solano County residents. The company wanted community input regarding a possible ballot initiative that would ultimately pave the way for its mega development.

“Voters cannot create a new city by ballot initiative,” Cabaldon said. “That’s not allowed in California.”

Cabaldon said only the Local Agency Formation Commission (LAFCO) – which is a state agency and not subject to county initiatives – is the only agency that can forward such an initiative to a later vote.

“But remember, LAFCO is five people,” Cabaldon said. “It is not a complete governmental process; it is not elected.”

Cabaldon next discussed the California Environmental Quality Act (CEQA). He said in many housing projects, CEQA is overpowered.

“In this case, it’s probably completely underpowered,” he said. “There is no lead agency that is capable of examining all these issues when you’re talking about a conversion of this scale.”

Cabaldo said CEQA is designed to address smaller issues. “It’s not designed to address issues involving half a county,” he said.

## **REAL OR RUSE?**

Given that state laws prevent Flannery from using a ballot initiative to receive the greenlight for its mega project, Hurtado said she questions the company’s real intentions for the land.

“I don’t think it’s about building a city,” Hurtado said. “I think it’s about water and energy.”

She mentioned the state’s futures water market. In 2020, California became the first state to create a futures market for water. With water in the futures market, this means investors are able to trade water the same way they have things like gold, or oil.

In a report, the Property and Environment Research Center (PERC) noted the market was created to help buffer water price risk and is “intended to provide a way for California water users to protect against fluctuations in the price of water.”

Hurtado said she believes Flannery is all about resources, not community development.

“I think they are thinking of ways to make money without investing money into the project,” she said.

-

## DETAILS ON SILICON VALLEY INVESTORS

We are learning a couple more details about the plan by a group of mega-wealthy Silicon Valley investors to create a whole new city — or potentially more than one town — in Solano County, and hearing more about the political and legal misery that awaits them.

If it sounds beyond lofty to propose building an entirely new city in the Bay Area, with all the planning, infrastructure, and legal and political morass that it requires before you even break ground, that is because it is. But one highly ambitious 36-year-old entrepreneur has convinced a group of Silicon Valley's wealthiest people to sink nearly \$900 million to date on farmland in Solano County, on the promise that they can build a beautiful new, modern, walkable city out of whole cloth and presumably get richer in the process.

Though neither the project's investors nor its visionary, Jan Sramek, have spoken with the press yet, the Chronicle tells us that their representatives met with Congressman Mike Thompson [D-Napa] on Tuesday and laid out some of their grand plans. These include building either one large city, two medium-sized towns, or three small towns across their growing expanse of acreage — even this part of the plan is not finalized. "They don't have a plan, they have a vision, an idea," Thompson tells the Chron. "To say that this is going to be a long, long road is probably an understatement."

The bare outline of the plan, and some of its investors, were first revealed last week by the New York Times — and they now say they have kept things secretive in order to keep from having to pay too much for the land they were trying to acquire. According to Thompson, the group has been meeting weekly for years and "struggled with the idea of having to keep it secret," but did so until they felt they had a critical mass of land assembled.

The New York Times had a follow-up piece Tuesday about the sheer audacity of the project, and they also could not get a comment from Sramek — though a spokesperson said, "We are excited to start working with Solano County residents and elected officials, as well as with Travis Air Force Base." Longtime Sacramento area developer Mark Friedman didn't mince words in giving his thoughts on the project to the Times. "I hope they succeed, but this just seems like a lot of tech guys with a lot of money and a ton of hubris diving into another business that they can't possibly understand."

Tech investors tend to like to see returns faster than what is likely to occur here, at least in terms of getting this whole thing approved and then eventually built, with units sold, and with all the other things built that a town needs like schools, government offices, retail, etc.

Looking at just one example, which has been pointed to as the most recent wholly created city in Northern California, we have Mountain House in San Joaquin County, which now has 21,000 residents. Approvals from the county to begin the project of this new community came in 1994. It would be 20 years before it got a high school, and the town's first Safeway just opened in December 2022, 28 years after those approvals. So for much of its existence, residents of Mountain House likely had to drive to nearby Tracy to meet most of their needs.

Getting approvals will itself be a "heavy political load," as land use Attorney Steve Herum told the Chronicle last week. And between local residents and county and state agencies, the pushback could be significant — though the group likely wants to take care of the first steps with ballot measures in 2024, and a campaign to voters selling them on the idea of jobs, new parks, and maybe affordable housing could be on the way.

As the Times notes, citing this Chronicle piece, "Environmental groups have already begun coming out against it, arguing that housing should be built closer to population centers." The unnamed new town, or towns, will have to convince those groups, as well as regulators and lawmakers that they have a plan to deal with sea-level rise and flooding, with a good bit of this land likely at sea level.

And then there will be the farmers who didn't sell and other stakeholders in the area who won't be onboard with the idea of outsiders coming in and urbanizing this rural area. The public meetings alone should be wild.

"What happens in these things is, people show up in red T-shirts yelling that a bunch of rich guys who don't even live here want to put 20,000 more cars on our roads, and what do we get for it? A couple of parks?" says Democratic consultant David Townsend, speaking to the Times.

Sramek's LinkedIn page indicates no job activity since 2016, when he was co-founder of something called Memo, Inc. The Times piece suggested that billionaire VC Michael Moritz was pitching friends about Sramek's idea as far back as 2017, so that may explain the gap. Interestingly, Sramek lists his location as Fairfield, the nearest established city to much of this unincorporated land the group has purchased. And the image below, his profile image, could be an indicator of the 1930s-style, WPA-esque illustrations that will be in store to help market the idea of this new, massive project. Funny sidebar, someone on Reddit posted this old ad (below) for a non-existent, once-planned city called Solano, selling investors on the idea of buying land in Solano County back in 1913 after a new electric line had been built — saying it could be the next Richmond, or Los Angeles. "Land values invariably jump along a new electric line!" the ad promises. "And here it is, 40 miles —

2 hours — from San Francisco." Of course now it's less than an hour from here on a good traffic day, but the sales proposition remains largely similar! (This article also notes a once-proposed new town in northeast Solano County, on the Yolo County line, called Yolano. County supervisors approved it in 1928, but it also was never built.) Writing on BrokeAss Stuart, Bay Area Memes founder and former Solano County resident Abraham Woodliff wrote this week that while he hopes this planned community could provide a bunch of affordable housing, that possibility seems unlikely — and investors will want to see returns more than they want to solve the housing crisis. "Something tells me it's not for the grocery store clerks, warehouse workers, or truck drivers that have historically called Solano County home. I think this 'new Bay Area city' is being built for hybrid tech workers," Woodliff surmises. "[If] you're working remotely for a company in either [Sacramento or San Francisco], and you only have to commute there two or three times a week, living in a faux-urban walkable environment for the price of a far-flung suburb I can see being pretty attractive to a hybrid worker."

We shall see what the actual plans are when, or if, they ultimately get fleshed out.



## This California city was started from scratch 20 years ago. Here's how it turned out



A trailer makes its way down highway 580 past Exit 63, one of only two exits taking drivers into Mountain House, California on Saturday, September 24, 2023. Conceived in the 1990s, Mountain House is a growing bedroom community of 30,000, with housing and commercial construction being constantly developed.

Most [Bay Area](#) residents only know Mountain House by what they glimpse when descending Altamont Pass into the San Joaquin Valley: row after row of close-packed houses stretching north from Interstate 205.

They haven't visited the large orderly neighborhoods with blocks of faux-historic houses clustered around community parks and elementary schools, or the old-fashioned town hall and library next to, what else, Central Community Park. They almost certainly don't recall the rhetoric when Mountain House was conceived decades ago — assurances that this would blossom as a self-contained place with housing and jobs in holistic harmony.

But if such rosy visions sound familiar, here's why: They're uncannily similar to the rhetoric being used for [a proposed "new city"](#) in Solano County by California Forever, a company that is backed by some of Silicon Valley's wealthiest investors.

Flannery Associates, a branch of California Forever, has spent \$800 million during the past five years to purchase [at least 153 parcels of land](#). The would-be developer followed with a website in early September on how the goal is "a new community that attracts new employers, creates good paying local jobs, (and) builds homes in walkable neighborhoods."

The difference between the two is that Mountain House exists — nearly 30,000 people residing on former alfalfa and corn fields 45 miles east of Oakland, flanked by wind turbines on the ridges climbing [up to Mount Diablo](#). In many ways it is a success, from its schools' test scores to the central park's scenic mounds of silver grass that rustle in the wind.

But jobs are scarce. Twenty years after the first residents moved in, the promised town center remains bare land, and a supermarket didn't open until last year. The average work commute for residents is an hour by automobile — each way — and most are bound for the Bay Area.

More than anything else, the saga of Mountain House shows that even when so-called new cities are successful, they rarely live up to the promises made at the start. With roughly 30,000 residents but only 1,500 jobs as of this summer, what was billed as "the town of tomorrow ... today" looks a lot like yesterday's sprawl.

"When you lay these plans out, you have to remember you're in the permission-seeking business," said Gerry Kamilos, the developer of Mountain House's College Park

neighborhood. “Economic cycles, political cycles, cultural changes — they all affect how the plan evolves.”

Where California Forever was shrouded in mystery until this summer, the origin story of Mountain House is straightforward.

The lead developer was Trimark Communities, which in 1991 purchased more than 4,000 acres of freeway-friendly land east of Livermore and made the case to San Joaquin County officials that Mountain House could help contain the growth spilling over from the Bay Area without sacrificing good farmland.

Instead of cookie-cutter tracts, the idea was to turn a long rectangle stretching north into a well-rounded community with 12 villages of 1,200 homes each. Each would radiate outward from a K-8 public school, a large park and a neighborhood retail center. The villages would be stacked two by two, with Central Parkway running up the middle and four neighborhoods at the top, north of the existing Byron Road.

There’d also be a town center with 500 units serving as “the active ‘heart’ of the new community,” read one planning document, complete with several blocks of shops beneath apartments.

The plan approved in 1994 by the county Board of Supervisors anticipated 21,000 jobs and 44,000 residents when construction was complete. Boosters predicted many of the workers would be in corporate office parks luring high-paying jobs from Silicon Valley.

“It’s not a suburb of any community. It’s starting a new town from scratch,” Trimark’s Duane Grimsman told the Associated Press as the first residents moved in.

That was in 2003 — much later than promised, following lawsuits by opponents and the inevitable delays as Trimark built roads, utilities and a water treatment facility. But when model homes were ready, there was no shortage of buyers: The houses starting at \$360,000 were expensive by San Joaquin standards, but a bargain for commuters heading west.

“The demand was incredible,” recalled Grimsman, now a senior vice president with Sunchase Properties, which owns Trimark. “Housing absorption was crazy. We couldn’t keep up.”

Then came the recession of 2008, and the Mountain House boom went bust: The community, which then included roughly 3,000 homes, had the dubious honor of being the most “underwater” ZIP code in the United States. [Values had dropped so much](#), the New York Times reported, that 9 of every 10 houses were worth less than their mortgage.

“Foreclosures were a dime a dozen out here,” said Bryan Harrison, who now publishes the monthly Mountain House Matters.

That’s what attracted him and his wife: They were renting an apartment in Livermore, but she worked 35 miles to the east in Manteca, so Mountain House was a good in-between. Their plan was to buy a foreclosed house; instead, they saw a new townhouse on sale for \$200,000 and snapped it up.

“As we started to meet people, and shift our life from the Bay Area to here, we found it was really a great place to live,” said Harrison, a newsletter publisher who started his local tabloid in 2012 because “there was a need for something that reached everybody and let them know what was going on.”

The community’s rebound didn’t happen overnight. But as the Bay Area economy picked up, Mountain House came back to life. Construction crews returned. So did home buyers.

Among the new arrivals were Satyakant Chitturi and his wife, Naga Vijaya Swathi Chitta. They purchased a home in 2016 after completing medical residencies in Virginia and getting jobs in Stockton. Mountain House caught their eye because so many residents, like them, are of Indian descent.

“We’re blessed to have this community,” Satya said. “The schools are good here, and there’s so much social support.”

Another draw is that many houses include small self-contained accessory units on the ground floor. This feature, which developer Kamilos emphasizes in College Park, is ideal for hosting parents on extended stays from India.

“They usually come for at least two to three months,” said Chitturi, whose father created a WhatsApp group for elders with the same routine. They’ll coordinate visits or, at the very least, group walks in the morning before the Central Valley heat kicks in.

One real estate broker, Salah Salah, estimates that 60% to 70% of his recent clientele are of Indian descent.

“A lot are in tech, connected with Silicon Valley in some way,” Salah said. “They came out here to visit friends or family members or a co-worker, and they liked what they saw.”

The days of underwater mortgages are long gone, and housing prices today are anything but cheap: New single-family homes start at close to \$900,000. Salah sold an older home in 2022 for \$2 million — the first and, so far, only house to reach that amount.

“Initially, Mountain House attracted buyers because it was affordable,” said Salah, who moved from Livermore with his wife and two children in 2014. “At a certain point, the draw went from affordability to desire.”

One recent Thursday night, the park in the 18-year-old Bethany neighborhood showed how lively Mountain House can be. Young girls danced to upbeat music while a flag football team prepped for its next game, with parents clustered in the shade of mature trees.

Across the street, a large empty lot showed something else: the difficulty of creating a well-balanced community all at once.

Each neighborhood was designed to include a pedestrian-friendly shopping strip across from its park. But the site reserved for Bethany’s retail hub remains vacant. That’s the case with more neighborhoods than not.

Nor has Mountain House become an employment hub. As the population approaches 30,000, city records indicate there are fewer than 1,500 jobs. The one industrial park — five buildings that opened in 2019 — sits mostly empty. The average commute for community residents is one hour each way, double the statewide average reported by the U.S. Census.

All this intensifies the sense of there being two Mountain Houses.

There's the weekday, daytime city, where few people are on the street. You notice the town center that's an empty lot. You feel the heat settle in and the harsh winds pick up, those winds that explain the wind turbines nearby.

Kids are in school. Parents are at work. Few people are around. No wonder shops and restaurants are so slow to arrive: If a commuter can swing through nearby Tracy with its Costco and Walmart on the way home from work, why not?

But during the weekend, or after everyone gets home, the parks come alive. The trails fill up along Mountain House Creek, a one-time drainage ditch that's been restored to form a green spine through the landscape.

That's when Mountain House feels like an actual place — not just a maze of subdivisions.

Such disparities aren't unique to Mountain House: Almost without exception, the two dozen or so ambitious "new towns" launched in America during the past century have fallen short of the economically diverse ideals that accompanied their creation.

"If you look at the history of new towns, you always face the question of whether they can attract jobs as well as housing," said Bill Fulton, author of "Guide to California Planning" and currently a fellow at UC Berkeley's Turner Center for Housing Innovation. "What happens is, the homes come and then the jobs come slowly, if at all."

Fulton is skeptical that things will be much different if California Forever gets approvals to move ahead in Solano County — despite the firm's insistence on its website that the goal is to build "a compact community" with "thousands of permanent, good-paying local jobs."

“Cocky tech zillionaires come in thinking they can crack the nut,” Fulton said of the still-emerging proposal by Flannery Associates, “but it’s a very difficult problem that almost nobody has ever solved.”

The best way to make the grand vision come to pass, Fulton suggested, is for the investors to put their money where their rhetoric is.

“If those zillionaires bring tech companies in and implant them from the start, that could make a difference,” Fulton said. “You need to have incredibly deep pockets.”

In the case of Mountain House, Trimark agreed to an arrangement where if housing and jobs weren’t developed in tandem, residential development would be placed on hold. When Silicon Valley employers showed no interest in opening satellite offices beyond the Altamont Pass, that stipulation was set aside.

Trimark developer Grimsman makes no apologies for how Mountain House has progressed.

“I think it’s great — a very desirable community to live in,” Grimsman said. “We were optimistic at the time that we could draw tech companies and prominent businesses ... it could happen someday.”

Whatever form it takes, Mountain House will continue to grow.

The estimated population has hit the 30,000 mark. Residents will vote in March on whether to incorporate Mountain House and make it the state’s 483rd city.

On the south end of town, [a rail link to BART](#) has been approved and could open within five years, an addition that likely would include a higher-density transit village. Up north, land is being graded for the next new neighborhoods.

This planning evolution — responding to actual residents rather than lofty goals — will also shape Central Community Park. Expansion plans include two full-size playing fields for cricket — a game popular in India and with Mountain House residents who have formed a cricket league with 40 teams, each with 20 to 25 members.

At a smaller scale, Chitturi and his wife and two business partners plan to open an urgent care practice soon in the shopping center. It will be the first medical facility of any sort in Mountain House.

“There’s a lot of need for something like this,” Chitturi said. The nearest similar facility is in Tracy, a 20-minute drive away.

What if the couple found good medical jobs to the west, in the central Bay Area? Would they sell their home and avoid the long commute?

Chitturi shook his head.

“We like Mountain House. There are so many ties,” he said. “It’s a work in progress. Except for the wind, I have no complaints.”

Reach John King: [jking@sfchronicle.com](mailto:jking@sfchronicle.com); Twitter: [@johnkingsfchron](https://twitter.com/johnkingsfchron)



# WATER ADVISORY COMMISSION UPDATES

**Solano Water Advisory Commission  
Meeting Minutes  
July 26, 2023**

Present:

<b>Agency</b>	<b>Members</b>
SCWA	Chris Lee, Andy Florendo, Gustavo Cruz, Jeff Barich
Benicia	Kyle Ochendusko, Danielle Bonham
Dixon	Jordan Santos
Fairfield	Nigel Browne
Rio Vista	
Vacaville	Justen Cole
Vallejo	Melissa Cansdale
Solano County	Misty Kaltreider
RD 2068	Dale Crossley
SID	Cary Keaten
Dixon RCD	Kelly Huff
FSSD	Jordan Damerel
MPWD	
Other	Mike Hardesty

The meeting was called to order at 12:30 PM.

1. Minutes of June 28, 2023, meeting:  
The meeting minutes were approved.

2. Water Accounting Update:  
Jeff Barich (SCWA) provided a brief presentation on the “blue deck” and water accounting procedures update. It was acknowledged that Solano Project water classification has not changed, and the discussion was to focus on State Water Project (NBA) water classification. Three scenarios were presented, Table A allocation less than 35%, between 35% and 75%, and above 75%. The middle scenario being potentially contentious for SCWA and member agencies due to the differing in value of a North of Delta “bump” allocation. If one city exchanges/sells water outside of Solano County the extra NOD “bump” is forfeited for everybody. Kyle Ochendusko (Benicia) expressed that the City of Benicia’s focus is on maximizing water supply and future carryover supply and that it is important to recognize that local decision making can harm others. Cary Keaten (SID) asked what SCWA’s responsibility and authority is regarding State Water Project classification, and Chris Lee (SCWA) answered that SCWA is the master contract holder (State Water Contractor) and that it is SCWA’s responsibility to ensure no harm to other agencies/cities occurs. Kyle Ochendusko (Benicia) asked if SCWA sees itself in a role where it will mandate member agencies to use Table A water or any other classifications. Chris Lee (SCWA) answered that SCWA is more of a facilitator in such discussions. It was acknowledged that if member agencies abide

by the rules set by DWR, which are currently being litigated, then the group should ensure that it is done in a manner that minimizes internal friction. Jeff Barich (SCWA) reiterated to the group that these three scenarios were a first attempt at presenting the issue in a concise manner and meant to foster discussion on the issue. Dale Crossley (RD 2068) inquired if the Water Exchange Policy, implemented by the SCWA Board of Directors, applied to this issue and if this was a redundant exercise. Chris Lee (SCWA) replied that the policy does still apply but there are more complexities to the issue and the aim is to do no harm between member agencies. Dale Crossley (RD 2068) requested the Policy be shared with the Commission. Justen Cole (Vacaville) asked if SCWA was requesting formal approval from the member agencies on this change in procedure? Chris Lee (SCWA) responded that SCWA is looking for guidance on how the member agencies would like to proceed and acknowledge that there would need to be some type of approval moving forward, whether formal or informal. Dale Crossley (RD 2068) shared with everyone that according to preceding policies and procedures cities have the right to sell/exchange no matter the objections. Cary Keaten (SID) inquired on the mentality of "if it isn't broken, don't fix it", and Kyle Ochenduszk (Benicia) added that other State Water Contractors can sell their water and not lose any "bump" in allocation they may have. Chris Lee (SCWA) reminded the group that the Agency is currently litigating the issue and does not have a court date until 2025. Kyle Ochenduszk (Benicia) suggested all member agencies keep track of the costs associated with following the DWR interpretation/guidelines. Chris Lee (SCWA) agreed that would be a good exhibit of "harm" to SCWA member agencies. Melissa Cansdale (Vallejo) asked what SCWA needs from member agencies and what questions need to be answered. Chris Lee (SCWA) reminded the group that SCWA is there to help, not dictate, and wants to find out how this process can be improved. Chris Lee (SCWA) requested that each member agency send any action items to the Commission Chair (Kye Ochenduszk, Benicia), as to whether they want to go down the road of changing the water classification procedures during this time in which SCWA is operating under DWR's interpretation of the contract language. Jeff Barich (SCWA) reminded the group that the impetus for this entire discussion and exercise was the difference in interpretation of the DWR North of Delta (NOD) settlement agreement.

3. Update on Flood Control Projects:

Gustavo Cruz (SCWA) talked about the upcoming Little Egbert Tract Multi-Benefit Project. He talked about the Agency's concern with the project being adjacent to the Mellin Levee, which is undersized and not up to the standard necessary for urban flood protection for the City of Rio Vista. The Agency's stance is that the Mellin Levee needs to be improved and addressed prior to any other work that is done in the area. Gustavo Cruz (SCWA) also talked about the Dixon Drainage Project. This contract was approved at the last SCWA Board Meeting and a meeting with the involved stakeholders and consultant will take place shortly. He also talked about the City of Vacaville's interest in dusting off their detention basin projects that have been put on hold for a while. Jeff Barich (SCWA) mentioned that the Little Egbert MBP comment letter is due Friday, and that if agencies had additional comments

that they would like SCWA to include, please get it to SCWA as soon as possible. None of the cities/agencies had any additional comments.

4. SCWA General Manager's Report:

a. SCWA Board Items:

Chris Lee (SCWA) talked about presenting to the board SCWA's desire to start the process of bringing in a professional facilitator with the riparian diverters on Putah Creek. There has been a lack of communication with the riparian diverters, and the relationship needs to be improved. SCWA is working on grant funding to install meters on the riparian diversions. There will be a couple of equipment purchases going to the Board for approval as well as seeking authorization to hire a new administrative staff member. The SCWA Board will be dark in September.

b. North Bay Aqueduct:

Chris Lee (SCWA) talked about the SWP long term operations and incidental take permit renewal. SCWA has a seat at the table for these discussions, and we have gotten some of the things we have lobbied for in the draft ITP moving forward. This will potentially make the curtailments less onerous and more favorable for SCWA and the NBA users. Chris Lee (SCWA) will distribute information to the Commission as it becomes available, but we are optimistic that curtailments will be less harmful and less frequent.

c. Solano Project:

Chris Lee (SCWA) has a call with the Reclamation Commissioner in Washington, DC tomorrow to discuss the Solano Project aging infrastructure and potential rehabilitation and betterment projects that SCWA foresees in the future.

d. Bay Delta Planning Issues:

None.

e. Flood Management Issues:

None.

f. Other Regional and State Issues:

None.

g. Other Issues:

Chris Lee (SCWA) sent the Commission a draft timeline for the rest of the year in regard to the Voluntary Agreements and how those are proceeding. It is likely that public review will be in August. Kyle Ochendusko (Benicia) voiced appreciation on the positive news and updates SCWA provided via email this morning. Justen Cole (Vacaville) asked about Bob Reeb's updates, Chris Lee (SCWA) will send out the latest on the bond funds that were discussed at the last Commission meeting.

5. Groundwater Planning:

a. SGMA Update:

There will be a GSA Board Meeting in August, with no meeting in September.

6. Solano County Report:

Misty Kaltreider (County) will give an update on the Flannery Group at the next CCCC meeting in August. The County is working on a framework for the One Water Initiative. The County put together a comment letter for the Little Egbert Tract MBP similar to SCWA, but also dealing with project sequencing and land-use concerns. Westervelt, DWR, and Little Egbert MBP project proponents will present on August 8 to the Solano County Board of Supervisors.

7. Other Topics:

Kyle Ochendusko (Benicia) talked about his efforts to reach out to everyone to ensure needs are being met. He brought up the possibility of an on-site meeting, or another venue. Melissa Cansdale (Vallejo) talked about the change in point of diversion on the Barker Slough for Sites Reservoir and asked if anyone else had any concern with this. Thomas Pate (SCWA) answered that that is being done for American Canyon, and there will be no additional capacity issues, only location change. Cary Keaten (SID) asked about SCWA purchasing the Campbell Lake area, and Chris Lee (SCWA) said there has not been interest from the landowners to sell in the past but can be explored again. Kyle Ochendusko (Benicia) requested an update on the Water+ Project and the NBA AIP, to ensure sure we all have a consistent message. Chris Lee (SCWA) brought up that there have been discussions with various potential funding sources.

8. Public Comments:

None.

The next meeting will be Wednesday, August 23, 2023, at 12:30 PM.

The meeting was adjourned at 1:37 PM.



ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:   General Counsel Legal Services

RECOMMENDATIONS:

- 1. Authorize General Manger to sign Retention Agreement with Downey Brand for General Counsel Legal Services.
- 2. Authorize General Manager to sign Conflict Waiver with Downey Brand for General Counsel Legal Services.

FINANCIAL IMPACT:

Legal Services have been programmed in the FY 2023-2024 Budget.

BACKGROUND:

Staff advertised a Request for Proposals (RFP) for General Counsel Legal Services on July 17, 2023. Six firms responded to the RFP. The Legal RFP Subcommittee, comprised of Mayor Moy, Director Kluge, and the General Manager, scored the submitted RFPs and interviewed the top three firms on September 7, 2023. The Subcommittee unanimously chose Downey Brand as the firm to be considered by the Board of Directors as the Water Agency’s General Counsel.

The staff recommendation is to authorize the General Manager to sign a Retention Agreement with Downey Brand for General Counsel Legal Services. As Downey Brand is also Counsel for Maine Prairie Water District and Reclamation District No. 2068, we have included Conflict Waivers, even though staff do not see any immediate conflicts of interest

Recommended:   
Chris Lee, General Manager

<input type="checkbox"/> Approved as Recommended	<input type="checkbox"/> Other (see below)	<input type="checkbox"/> Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency

September 26, 2023

Chris Lee  
General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Re: Representation of Solano County Water Agency – General Counsel Services

Dear Mr. Lee:

Thank you for engaging Downey Brand LLP (“Downey Brand”) as counsel to represent Solano County Water Agency (hereinafter “You” or “Your”) as general counsel to the agency. (the “Matter”). By signing this agreement, You agree that we may open new water-related matters, on an “as-requested” basis by You, pursuant to written or electronic confirmation between Downey Brand and You, without formally amending this Engagement Letter and the Terms of Engagement Agreement, and dependent upon such considerations as conflicts checks, caseload and workflow situations. This agreement is designed to expedite Downey Brand’s future relationships with You, but it does not create an attorney-client relationship absent an actual request, and acceptance by Downey Brand, for representation on a particular matter.

The purpose of this Engagement Letter and the attached Terms of Engagement is to confirm the terms and conditions upon which Downey Brand will provide legal services to You in regard to the Matter. A mutual understanding of the terms of our engagement from the beginning of any matter helps us to maintain a good and effective working relationship and is vital to our effective representation of You.

Downey Brand will represent You only as a public entity. Our services do not extend to the representation of any of the officers or directors of the public agency absent written agreement otherwise.

Our receipt or use of confidential information from you or others during our representation of You does not mean Downey Brand will provide any advice or other legal services other than those described in this letter.

At Downey Brand, I will be primarily responsible for this Matter. We will seek to staff this Matter in an effective and efficient manner, while best serving Client's needs. We currently anticipate that the following attorneys are likely to work on this Matter: Austin Cho. In addition, other attorneys, including junior associates, may be working with me on the Matter as the need



arises. If, at any time, You have any concerns about staffing or about our billing statements, please contact me. My office telephone number and address are above; my cell phone number is (530) 304-8217.

Downey Brand charges fees on an hourly basis and bills in tenths of one hour (.1 hour = 6 minutes). My current rate is \$415 per hour. The rates of the people listed above is/are as follows: \$380. Billing rates are set based upon seniority and depth of experience, and are subject to annual firm-wide fee adjustments on January 1 of each year. Downey Brand also charges for costs and disbursements that the firm incurs in rendering its services, as described more fully in the attached Terms of Engagement Agreement.

Downey Brand customarily requests, as a condition of undertaking new representations, that the client provide us with an advance fee deposit. A required advance fee deposit is being waived in this case. However, we reserve the right to, and You agree we may, require a further advance fee deposit in the future. Downey Brand will provide You written notice prior to requiring such a deposit, and if You decline to provide such a deposit, we may withdraw from representing You. Should we require an advance fee deposit in the future, that deposit will be handled and applied as described more specifically in the accompanying Terms of Engagement Agreement.

This Engagement Letter and the accompanying Terms of Engagement Agreement will be effective upon execution of this letter, but their effective date will be retroactive to the date Downey Brand first performed services related to the Matter. This engagement agreement may be executed in counterparts, and an electronically transmitted signature will be deemed the legal equivalent of an original signature.

If this letter, together with our attached Terms of Engagement Agreement, accurately reflect our agreement, please confirm by signing the attached Terms of Engagement Agreement and returning it to me.

If you have any questions regarding this agreement, please contact me. I encourage you to review this agreement with separate counsel, if you wish, to answer any questions or concerns you may have before signing.

Thank you again for this opportunity to assist you. I look forward to working with you.

Sincerely,

DOWNEY BRAND LLP



Rebecca R.A. Smith

RAS:lr

## **TERMS OF ENGAGEMENT AGREEMENT**

In order to avoid any misunderstandings, it is the Firm's policy to set out the terms of our engagement at the beginning of our relationship in our Terms of Engagement Agreement, which is incorporated into the Engagement Letter provided with this Agreement. This Agreement sets forth the terms, promises, and conditions of our representation and provision of legal services to Solano County Water Agency ("Client"). Except as modified in writing by the accompanying Engagement Letter or in another agreement signed by the Client and Downey Brand, the following provisions apply to the relationship between Downey Brand and Client.

### **I. CLIENT**

Our engagement is only on behalf of Client, as identified in the Engagement Letter accompanying these Terms of Engagement, and whose signature is set forth in this Agreement. Our representation of the Client does not extend to or encompass any other person or entity affiliated with Client, including, but not limited to, any business, corporation, subsidiary, officer, director, shareholder, manager, partner, member or employee of Client ("Client's Affiliates"). Accordingly, Client understands and agrees that any representation by Downey Brand of another client adverse to any of Client's Affiliates or other third parties does not constitute a conflict of interest and does not require the Client's consent.

### **II. SCOPE OF LEGAL SERVICES**

Downey Brand's services shall be limited to the scope identified in the accompanying Engagement Letter and upon conclusion of those services the representation shall be concluded. If Client desires that we provide additional services, Downey Brand's agreement to any expansion of the scope of its representation of the Client will be subject to, among other things, Downey Brand's approval and such additional conflict checks, consents/waivers, fee deposits, retainers, approvals, and other arrangements as Downey Brand may, in its professional judgment, deem necessary or appropriate. Unless otherwise provided in a written engagement letter between Downey Brand and Client (or written amendment of a prior engagement letter between them), the agreement reflected in these Terms of Engagement, and in the accompanying Engagement Letter, applies to Downey Brand's current representation of the Client and to any subsequent matters that Downey Brand agrees to undertake on the Client's behalf. Please note that unless specifically indicated otherwise, our engagement does not include representing Client in any adversarial proceeding, such as a court action.

### **III. FEES, COSTS AND DISBURSEMENTS**

Our fees are based on the amount of time spent on the Matter, billed in 6-minute increments (tenths of one hour). Each attorney, legal assistant or other timekeeper assigned to any Matter at the firm has an hourly billable rate based on experience and seniority. Our billing rates are adjusted on January 1 of each year. The billing rates of attorneys assigned to your matter are set forth in the attached Engagement Letter.

In addition to fees, Client will also be billed for costs and expenses we incur in connection with our representation of Client. Costs and expenses include, but are not limited to, filing fees, telephone charges, mileage at the Internal Revenue Service mileage rate, parking, document reproduction, computerized legal research, witness fees, transcript costs, consultant and expert witness fees, messenger services, out-of-town travel, and the like. Subject to our ethical obligations, certain items may be charged at more than Downey Brand's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information regarding our cost and disbursement policies is available upon request. For larger expenses (like transcript costs or consultant or expert fees), we may request that Client directly pay the specific payee involved.

If any claim or action is brought against Downey Brand or any of its personnel, which alleges negligence or wrongdoing of the Client or a third party, or if Downey Brand or any current or former attorney or employee of Downey Brand is asked or required by a third party to testify or produce documents as a result of Downey Brand's representation of the Client, the Client agrees to pay Downey Brand for any resulting costs or expenses, including Downey Brand's time, even if Downey Brand's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Downey Brand.

Although Downey Brand may already have provided you, or may in the future provide you, estimates of fees or costs that the firm anticipates will be incurred, any such estimates shall not be binding. Estimates are subject to unforeseen circumstances and are, as a matter of course, inexact. Actual fees or costs may vary from any estimates provided.

#### **IV. BILLING AND PAYMENT**

##### **A. Billing Statements**

Downey Brand will bill Client on a monthly basis for services. Our billing statements are payable promptly upon receipt. Payment is required within 30 days following the invoice date. The duty to timely pay our billing statements is solely the Client's and is not contingent upon, nor shall the payment due date be extended or otherwise affected by, any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from any other party.

Each statement is fully due and payable upon receipt, but in no event later than thirty (30) days of its issuance date. Any statement not paid within thirty (30) days of its issuance date will accrue interest on the principal balance (fees, costs and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .8333% per month (ten percent (10%) annual percentage rate). The unpaid balance will bear interest until paid. Our failure to charge Client interest on any particular statement will not constitute a waiver of our right to do so on future bills.

If the Client has any question, concern, or disagreement regarding any bill, the Client should notify us promptly, and must nevertheless promptly pay any portion of the bill that is not the subject of your question, concern or disagreement.

Our policy is to discontinue work on pending matters for a client who has not paid a statement in full (or in full having deducted for any question, concern or disagreement, as set forth above) within 75 days of the billing statement's issuance, to the extent consistent with our obligations under the applicable rules of professional conduct. In addition, and notwithstanding the previous sentence, we reserve the right to withdraw from Client's representation and immediately cease performing all services if we do not receive full payment of amounts owed to us within thirty (30) days of issuance of any billing statement.

Billing statements are confidential communications to Client that, either individually or taken together, are reasonably apt to reveal the nature, strategy and status of our representation of Client, including information regarding legal opinions formed or advice given by us to Client in the course of our attorney-client relationship. We therefore consider billing statements to be confidential attorney-client communications, subject to the attorney-client privilege, that may also contain attorney work product. Client agrees that billing statements reflect attorney-client communications, subject to the attorney-client privilege, that may also contain attorney work product, and signifies that understanding and agreement by executing this Agreement.

## **B. Advance Deposit**

As noted in the attached Engagement Letter, while we are not requiring an advance fee deposit from Client at this time, we reserve the right to do so. By signing below, Client agrees that Downey Brand may require an advance fee deposit in the future by giving Client written notice that we require such a deposit, and if Client declines to provide such a deposit, we may withdraw from representing Client. Should we require an advance fee deposit in the future, that deposit will be applied against attorney's fees and costs incurred in connection with the services we provide under this Agreement. This deposit amount will be applied against each statement, and Client agrees to make further payments toward Client's deposit in the amount necessary to replenish the original amount of the deposit. Such further amounts are due and payable under the same terms and conditions as Client's required payment of periodic statements. All further amounts paid to replenish Client's deposit shall be held and applied in the same manner as Client's initial deposit.

**Interest on Lawyers Trust Account (IOLTA) Trust Account:** Client's advance fee deposit will be placed in our client trust account in Client's name. The interest on that trust account is paid to the California State Bar in accordance with California law. Client authorizes the firm to withdraw the principal from the trust account to pay Client's bill for fees and costs as they are incurred. Any unused deposit remaining at the conclusion of our services will be refunded to Client.

**V. WAIVER CONCERNING INTERNAL DOWNEY BRAND LLP ATTORNEY-CLIENT PRIVILEGE**

We may need to consult, at our own expense, with our own counsel (for example, our General Counsel, other firm lawyers who do not perform work for the Client on the Matter, or our own outside counsel) regarding our engagement with Client. To the extent that we are addressing our own rights and responsibilities, a conflict of interest could be considered to exist between us and Client as to any such consultation or resulting communications, particularly if a dispute were to arise between Downey Brand and the Client regarding the Matter, as described in the accompanying Engagement Letter.

By signing this Agreement, and as a condition of this engagement, Client consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of Client. By signing this Agreement, Client consents and waives any such claims of conflict. By signing this Agreement, Client further acknowledges and agrees that any such consulting and communications are protected from disclosure to the Client, by Downey Brand's own attorney-client privilege.

**VI. OUR RESPECTIVE RESPONSIBILITIES**

**A. Downey Brand**

Downey Brand will represent Client as described in the scope of services set forth in the accompanying Engagement Letter and in this Agreement. Downey Brand will take reasonable steps to keep Client informed about significant developments relating to the representation.

By signing below, Client agrees that it understands that Client should not, and will not, look to or rely upon Downey Brand for any investment, accounting, financial or other non-legal advice, including, without limitation, any advice regarding the character or credit of any person or entity with whom the Client may be dealing.

Although Downey Brand will, at times, communicate with Client by email, letter, or written form, we may provide much of our counsel and assistance in person in meetings, or in telephone conversations with Client. If Client ever wishes for us to confirm any advice in writing, please be sure to let us know.

We also have a duty of confidentiality to Client, and to each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of Client to any other client or person. Likewise, we cannot and will not disclose to Client the confidences of any other client, even when such information relates to matters that might affect Client.

## B. Client

Our effective representation of Client requires accurate and complete information, and the necessary help of Client. Client agrees to provide us with complete and candid information regarding the Matter, and to keep us informed of any relevant developments or changes in facts or circumstances. Client further agrees to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise provide us with Client's reasonable assistance and cooperation during the course of this representation.

## VII. INSURANCE COVERAGE

While Client has not retained Downey Brand to represent Client in connection with issues relating to insurance coverage, it is important that Client consider notifying any relevant insurance carriers of the Matter, in order to determine whether there is insurance coverage for the Matter involved or any claim(s) asserted or anticipated in connection with the Matter.

## VIII. WAIVER OF FUTURE CONFLICTS OF INTEREST

Our agreement to represent Client is conditioned upon the understanding that we are free to represent any clients (including current, former, and future clients, and including Client's adversaries), and to take positions either adverse to Client or an affiliate of Client in any matters that do not involve the same or substantially related factual and legal issues, as matters for which Client has retained us or may hereafter retain us, and where we have not obtained confidential information of Client material to the representation of that other client. Such representations may include, for example, appearance on behalf of another client adverse to Client in litigation or arbitration, and can also, if necessary, involve examination or cross-examination of Client's personnel on behalf of that other client in such proceedings or in other proceedings to which Client is not a party, provided the other matter is not substantially related to our representation of Client, and in the course of representing Client, we have not obtained confidential information of Client material to the representation of that other client.

In agreeing to these conditions, Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients, some of whom are or may be operating in the same area(s) of business in which Client operates or may operate. A summary of our current practices and industries in which we represent clients is available on our website at [www.downeybrand.com](http://www.downeybrand.com). In particular, for example, Client should be aware that we frequently represent clients in the water and land use industries, including clients within Solano County. **We also may represent clients with water supply contracts through the Bureau of Reclamation, or the State of California; as well as clients with interests in the Delta Water Quality Control Plan and the Delta Conveyance Project.** Client consents to these other representations, including but not limited to representations of other clients in the water industry and waives any actual or potential conflict that may arise from such current or future representations, so long as those other representations do not involve the same or substantially related factual and legal issues as a current active engagement for Client.

By consenting to this arrangement, Client is waiving our obligation of loyalty to it so long as we maintain Client's confidentiality and adhere to the foregoing limitations. We seek

this consent to allow our Firm to meet the needs of existing and future clients, and to remain available to those other clients, and to render legal services with vigor and competence.

We will, of course, hold in confidence Client's secrets and confidences. Likewise, Client understands that, while Downey Brand may obtain confidential information from other clients that may be of interest to Client, Downey Brand cannot and will not share such information with Client.

## **IX. TERMINATION OR END OF REPRESENTATION**

### **A. Termination by Client**

Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary.

### **B. Termination by Downey Brand**

Subject to the application of the applicable rules of professional conduct, Downey Brand also reserves the right to withdraw if, among other things, Client fails to timely pay our billing statements; Client fails to cooperate or follow Downey Brand's advice on a material matter; or any fact or circumstances arise that, in Downey Brand's view, renders our representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to the applicable rules of professional responsibility. Any termination of our representation of Client would be subject to such approval as may be required from any court(s) or tribunal(s) in which we are appearing on Client's behalf. In the event of termination by either of us, Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

### **C. End of Representation and Applicable Date**

Unless otherwise agreed in writing, Client agrees, by signing this Agreement, that our representation will be considered to be complete, and to have ended, upon the earliest date of: (i) Client's termination of the representation (if applicable); (ii) Downey Brand's withdrawal from the representation (if applicable); (iii) the substantial completion Downey Brand's substantive work for Client; (iv) our sending you our final billing statement for services rendered in the Matter; or (v) that date upon which Downey Brand has provided no services to client for a six-month period, except where we are awaiting an action or decision by a court, tribunal or governmental agency, or specific actions are necessary to complete the representation that extend beyond the six-month period. We may send you a letter to confirm the end of representation, but our failure to send such a letter shall not change the Agreement set forth in this paragraph, and shall not be considered to be an extension of our services.

When our representation ends, all unpaid charges for fees or costs shall be due and payable immediately.



**X. FILES**

Unless otherwise required by outside counsel guidelines or specific client instruction, Downey Brand will retain all hardcopy and electronic records for a period consistent with its internal Record Retention policy. When that time expires, Downey Brand's policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Downey Brand will make best efforts to contact Client, using the most up to date contact information in its possession, prior to the destruction of any records so that you may provide alternate retention instructions as necessary. Client understands, and agrees, that records related to the Matter will be destroyed in the absence of such alternate instruction or if Downey Brand is unable to establish contact with Client. If Client has a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Manager.

We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at Client's expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any of our own files within a reasonable time after the engagement has concluded.

**XI. ARBITRATION**

**A. Fee Disputes**

Client has the right to have any fee dispute handled in accordance with the Mandatory Fee Arbitration Act set forth in Business and Professions Code §§ 6200, et seq. Venue for any mandatory fee arbitration proceeding shall be the Sacramento County Bar Association's Mandatory Fee Arbitration Program. Any *de novo* proceeding following (or in lieu of) arbitration under the Mandatory Fee Arbitration Act shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

**B. Other disputes**

Any other dispute arising from this Agreement or services provided pursuant to this Agreement, including without limitation any claim for breach of contract, breach of fiduciary duty or of any duty to any of the parties hereto, or legal malpractice, also shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.



### C. Discovery

Pursuant to Code of Civil Procedure § 1283.1(b), the provisions of Code of Civil Procedure §1283.05, which addresses discovery in arbitration, are incorporated into and shall be applicable to an arbitration conducted pursuant to subsection (B) of this Section of this Agreement, but not to an arbitration conducted pursuant to subsection (A) of this Section of the Agreement. *Client acknowledges that, by agreeing to binding arbitration, client waives any right to (1) engage in formal discovery pursuant to the Code of Civil Procedure (except as may be permitted within the arbitration proceeding as set forth above), (2) a jury trial, (3) a court trial, or (4) an appeal.*

### XII. CHOICE OF LAW, JURISDICTION, AND SEVERABILITY

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue of any action or proceeding arising out of this Agreement, or out of services performed pursuant to this agreement, shall be the Superior Court of the State of California, in and for the County of Sacramento. If any provision of this Agreement is held in whole or part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain valid, enforceable and in effect.

### XIII. BINDING AGREEMENT

The accompanying Engagement Letter and this Terms of Engagement Agreement represent the entire understanding and agreement between Client and Downey Brand with respect to the subject matter referred to herein. By signing below, Client acknowledges that Client has carefully reviewed the accompanying Engagement Letter and these Terms of Engagement Agreement, understands their content, and agrees to be bound by all of the terms and conditions set forth in such documents. ***Furthermore, Client acknowledges that Downey Brand has made no representations or guarantees to Client regarding the outcome of the Matter or the time necessary to complete the Matter. Downey Brand makes no such promises or guarantees.*** The provisions of the Engagement Letter and Terms of Engagement Agreement may only be amended in writing and signed by both parties.

DATED: September 27, 2023

BY: \_\_\_\_\_



Rebecca R.A. Smith

**ACCEPTANCE**

The undersigned hereby accepts the terms and conditions set forth in this Agreement and the accompanying Engagement Letter pertaining to the engagement of Downey Brand LLP for the legal services described in this Agreement and the accompanying Engagement Letter. In doing so, the undersigned represents and warrants that Client has read and understood the terms disclosures and provisions of this Agreement, and further warrants and represents that he is authorized and competent to execute this agreement.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Chris Lee, General Manager  
SOLANO COUNTY WATER AGENCY

1890126v1

October 6, 2023

Mr. Chris Lee  
General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Re: Simultaneous Representation and Waiver of Potential Conflicts

Dear Mr. Lee:

Thank you for selecting Downey Brand LLP (“Downey Brand” or the “Firm”) to serve as counsel to Solano County Water Agency (“SCWA”) as general counsel to that entity. I write to you to request the waiver of potential conflicts with two existing Downey Brand clients.

As we have discussed, Downey Brand also represents two signatories to the Solano County Water Agency joint powers agreement: Reclamation District No. 2068, and Maine Prairie Water District (“Member Agencies”).

The firm currently represents Maine Prairie Water District as that entity’s general counsel, and in that capacity advises the district on matters related to water supply within its boundaries, as well as in matters not related to the representation you have asked us to undertake. Maine Prairie Water District holds a water service contract with SCWA.

The firm also represents Reclamation District No. 2068 as that entity’s general counsel, and in connection with that district’s work on the Little Eggbert Project. Neither matter is related to the representation that you have asked us to undertake.

**I. POTENTIAL AND ACTUAL CONFLICTS**

As we have explained to you, and based on the information you have provided to us, we do not believe that our representation of SCWA in connection with your general counsel needs presently involves any actual conflicts of interest. You should be aware, however, that such simultaneous representation of SCWA and its members may involve future potential conflicts.

The potential future conflicts include, for example: the possibility that you and one or both of the Member Agencies dispute your respective obligations to each other under the joint powers agreement; a dispute between you and Maine Prairie Water District under that entity’s evergreen water service agreement with SCWA; or future disputes between you and RD 2068

related to the Little Eggbert Multibenefit Project, which will be carried out within your service area.

The rules of legal ethics governing attorneys prohibit our firm from representing one current client adversely to another current client, absent both clients' informed written consent after disclosure of the conflict and the opportunity to seek the advice of independent counsel. This is the case even if the representations are not related, as is the case here. While SCWA and the Member Agencies are not currently adverse in these representations, we have disclosed this possibility and, in an excess of caution, will seek a waiver from each entity.

In order to obtain a waiver, we must disclose to each affected client the relevant circumstances and reasonably foreseeable adverse consequences of concurrent representation. The purpose of this letter is to make these disclosures to you, and seek your informed consent to potential and actual, if applicable, present and future conflicts, as described herein.

## **II. REASONABLY FORESEEABLE AND ADVERSE CONSEQUENCES**

Theoretically, the following foreseeable and adverse consequences to you could result from the simultaneous representation of you and the Member Agencies.

### **A. Duty of Loyalty**

Attorneys have a duty of loyalty requiring them to do their professional best to serve each client they represent. This standard requires our attorneys to pursue each client's position(s) vigorously, which may require attorneys to take advantage of an opposing party's weaknesses, if they are known and it is ethical to do so. Thus, when we represent multiple clients in the same region or industry (for example, multiple members of a JPA) either or both clients might be concerned that could favor one or another client and, as a result, fail to press the one client's interests as vigorously as possible in order to gain favor with the other client.

While based on what is currently known and knowable, we do not believe this result would occur, such a result is at least theoretically possible. Our representation of the Member Agencies should not lessen our representation of you in our general counsel capacity. Nonetheless, it is important to disclose the possibility of these conflicts and consequences to you. Further, should a conflict under the duty of loyalty arise in the future, we would raise the issue with you at that time to determine whether the conflict waiver may continue in place.

At this time, we believe that we are able to provide competent and diligent representation to both SCWA and the Member Agencies, but if at any time we do not feel that we are able to do so, we may need to withdraw from our representation of one or both clients.

### **B. Client Communication and the Duty of Confidentiality**

California attorneys also have two duties that may conflict when they represent one client against another who is a client in the same or separate matter or that have potentially or actually conflicting positions. First, under the duty of confidentiality, attorneys must guard client confidences and secrets at every peril to themselves. Second, attorneys must keep their client

reasonably informed about significant developments related to their clients' representation. Thus, under the duty of confidentiality, we are not allowed to reveal to SCWA any confidences we receive from the Member Agencies, and conversely, we also are not allowed to reveal to other clients any confidences or secrets we obtain from you. At the same time, if we possess any such confidences or secrets that constitute or relate to significant developments in a client's representation, we would have a duty to disclose those confidences and secrets to that client (either you or the Member Agencies, as the case may be).

Thus, for us to represent both you and the Member Agencies, each of you must waive the conflict posed by the collision of these two rules. Specifically, you and the Member Agencies must each waive any right you might otherwise have for us to reveal to you the confidences or secrets of the other, or to use such confidences or secrets of the other to your benefit.

The most obvious foreseeable adverse consequence related to such a waiver is that, even if attorneys representing you possess confidences and secrets of the other clients that may be helpful in your representation, they will not reveal to you or use such confidences or secrets.

By signing below, you acknowledge that potential consequence, and waive any right you might otherwise have for us to reveal to you the confidences or secrets of Member Agencies where applicable to you, or to use such confidences or secrets of theirs to your benefit.

#### **C. Other Foreseeable and Adverse Consequences**

We also note that in theory there could be other adverse consequences to you from this representation that we cannot now reasonably foresee. Please be aware that if litigation or a direct and unwaivable conflict arises between you and the Member Agencies, we would likely be unable to represent either of you, and would have to refer those other clients or parties to another law firm.

#### **D. Conflict Procedures**

In the event of a dispute or conflict between you and either Member Agency, Downey Brand could be disqualified from representing one or both of you absent written consent from each of you. Thus, Downey Brand believes it best for you and the Member Agencies to agree at the time of this Agreement to a method for resolving any such conflicts or disputes as they arise. Upon discussion of that advice, you have agreed to the following procedures in the event of a conflict:

- **Actual conflicts of interest:** If either of you or Downey Brand perceives that an actual conflict of interest has developed, the person forming that concern agrees to promptly notify all other parties to this consent. By signing below, you acknowledge and agree that Downey Brand may not be able to inform you of the details of a conflict due to its duty of confidentiality or attorney client privilege.
- **Resolving conflicts:** By signing below, you agree that, in the event that an adversity arises between you and either of the Member Agencies (and even if an

actual conflict of interest develop between you and either of those entities) that makes it inappropriate for Downey Brand to continue to represent both of you:

- Downey Brand will continue to represent the Member Agency on the adverse matter.
- You expressly consent to our continued representation of the Member Agency and our withdrawal from our representation of SCWA on the adverse matter. SCWA agrees that it will not assert that it is a conflict of interest for Downey Brand to continue to represent Member Agency and that it will not seek to have Downey Brand disqualified or enjoined from representing Member Agency on the adverse matter.
- Member Agency, in turn, agrees that it will not assert that it is a conflict of interest for Downey Brand to continue to represent SCWA on matters not adverse to Member Agency, and that it will not seek to have Downey Brand disqualified or enjoined from representing SCWA on such matters.
- **Client confidences:** All parties to this agreement agree that client confidences will be maintained, and that neither SCWA nor Member Agencies will request or be provided confidential information regarding other firm clients.
- **Alternate counsel:** If appropriate, Downey Brand will help with arrangements to obtain separate representation for either or both clients.

If you would like to discuss this matter further, we are available to do so. Also, if you wish to discuss this waiver with an independent attorney at another firm prior to signing this letter or waiving any conflicts, we encourage you to do so.

If you agree to waive the conflicts described above, please so signify by executing one of the enclosed duplicates of this letter below and returning it to me. Please do not hesitate to call me if you have any questions or comments regarding the above-issues.

Sincerely,

DOWNEY BRAND LLP



Rebecca R.A. Smith

**AGREED AND ACCEPTED:**

I have read the foregoing letter concerning the conflicts or potential conflicts associated with Downey Brand LLP's representation of Solano County Water Agency as its general counsel. I am authorized to waive such conflicts on behalf of SCWA and, after having the opportunity to consult with independent counsel, SCWA waives any and all conflicts that may arise from this representation, as set forth in the foregoing letter.

Dated: \_\_\_\_\_  
Chris Lee  
General Manager, Solano County Water Agency

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:   Management of the Native Plant Nursery at Sackett Ranch

RECOMMENDATIONS:

Authorize General Manger to sign Agreement with Putah Creek Council for Management of the Native Plant Nursery at Sackett Ranch.

FINANCIAL IMPACT:

Management of the Sackett Ranch Nursery will cost approximately \$100,000 for the remainder of the Fiscal Year. Costs for managing the Sackett Ranch Nursery for the remainder of the Fiscal Year have been programmed in the FY 2023-2024 Budget. Costs for Managing the Sackett Ranch Nursery will be approximately \$200,000 per Fiscal Year. This Agreement will be for three years at a total cost of \$500,000.

If Water Agency staff were to manage the Sackett Ranch Nursery directly, it would cost the Water Agency approximately \$350,000 a year in labor costs.

BACKGROUND:

Staff advertised a Request for Proposals (RFP) for Management of the Native Plant Nursery on July 17, 2023. One response to the RFP was submitted, from Putah Creek Council (PCC). The Nursery Management RFP Subcommittee, comprised of the General Manager and Water Agency staff who regularly work at the nursery, including Retired Annuitant, Rich Marovich, who was instrumental in setting up the nursery when Sacket Ranch was purchased, and Supervising Water Resources Technician Duc Jones, interviewed PCC on September 6, 2023. The Subcommittee unanimously concluded that PCC could provide Management of the Native Plant Nursery at Sackett Ranch under the terms and conditions set by the Water Agency.

The staff recommendation is to authorize the General Manager to sign an Agreement with Putah Creek Council for Management of the Native Plant Nursery at Sackett Ranch.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input checked="" type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency



RELEVANCE TO 2016-2025 STRATEGIC PLAN:

The authorization to sign the Agreement with Putah Creek Council for Management of the Native Plant Nursery at Sackett Ranch is consistent with Goal #7 (Natural Resource Stewardship), Objective B (Support and Promote Lower Putah Creek Coordinating Committee programs and projects, Objective C (Protect SCWA water supply sources), and Objective D (Identify other habitat and watershed stewardship opportunities and implement activities where feasible).

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)**

THIS AGREEMENT, **effective October 12, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Putah Creek Council**, hereinafter referred to as "Contractor."

The Agency requires services for **Management of Native Plant Nursery at Sackett Ranch**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Management of Native Plant Nursery at Sackett Ranch**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### **2. COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$500,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2026**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

*To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

8. **INSURANCE**

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval.  
*(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

**AGENCY**

Chris Lee, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

**CONTRACTOR**

Phil Stevens, Executive Director  
Putah Creek Council  
P.O. Box 1258  
Winters, CA 95694

-----  
The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_  
Chris Lee,  
General Manager

By: \_\_\_\_\_  
Phil Stevens,  
Executive Director

---

**FOR SCWA USE ONLY**

Contract Period: October 12, 2023 to June 30, 2026  
File Number: AG-P-4  
Account Manager: C.Lee  
G/L Account #: Various  
Job Cost #: Various  
Contract Type: Professional Services

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Solano County Water Agency requires an entity to serve as the primary agent responsible for Management of the Native Plant Nursery at Sackett Ranch.

#### **GENERAL EXPECTATIONS**

1. Nursery Operations:
  - Provide day-to-day management of the native plant nursery, including propagation, planting, cultivation, and maintenance of plants.
  - Implement and maintain industry best practices to ensure plant health, including phytosanitation, irrigation, fertilization, weed control, pest management, and disease control.
  - Develop and maintain a production schedule and an inventory system for tracking plant species, quantities, and availability.
  - Ensure compliance with all relevant regulations and permits related to plant production, distribution, and sales.
  - Collaborate with our Agency to identify and prioritize plant species based on ecological importance and market demand.
2. Sales and Marketing
  - Develop and execute marketing strategies to promote the native plant nursery to landscaping companies, contractors, restoration projects, and other potential customers.
  - Establish relationships with local businesses, environmental organizations, and government agencies to expand the customer base.
  - Maintain accurate records of sales, customer interactions, and inventory management.
  - Provide exceptional customer service, including plant selection advice and recommendations.
  - All sales of plants beyond what are required for Agency needs will be retained by the Agency.
3. Staff Management and Training
  - Hire, train, and manage a team of nursery staff, ensuring their adherence to best practices and safety protocols.
  - Foster a positive and collaborative work environment that promotes employee growth and professional development.
  - Conduct regular staff meetings, provide performance evaluations, and address any personnel issues that may arise.

### **MINIMUM QUALIFICATIONS**

1. Respondent must have experience managing a native plant nursery.
2. Respondent must have experience in marketing and sales of native plants.
3. Respondent must have the necessary staff to fulfill the requirements of this agreement.



**EXHIBIT B**  
**RATE OF COMPENSATION**

See attached Vendor Proposal.

August 21, 2023

Mr. Chris Lee, General Manager  
Solano County Water Agency  
810 Vaca Valley Rd, Suite 203  
Vacaville, CA 95688

Dear Mr. Lee,

The attached response to Solano County Water Agency's (SCWA) recent Request for Proposals for Nursery Management is submitted by Putah Creek Council, Inc., (PCC) PO Box 1258, Winters, CA 95694. Contact person for this proposal is Phil Stevens, Executive Director, (530) 795-9000 x707 or phil@putahcreekcouncil.org.

PCC has been managing the nursery at Sackett Ranch since 2020, and we believe we are the best qualified to continue in that role. Our experienced staff have demonstrated an ability to produce high-quality plants on time that meet SCWA's requirements for its habitat restoration and enhancement work. We look forward to continuing to work with SCWA in the future.

This proposal includes the following sections:

- A. Executive summary letter (this letter)
- B. Qualifications, Capabilities, and Experience
- C. List of Key Personnel
- D. Nursery Management Approach
- E. Fee Schedule

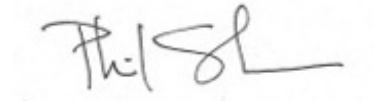
Included in the Nursery Management Approach section are the following exceptions to the RFP:

1. Proceeds from plant sales to third parties initiated after the signing of the management agreement will be divided evenly between SCWA and PCC.
2. Plants already started under contract to PCC prior to signing the management agreement will be provided to their respective buyers when ready and any income generated will revert to PCC alone.
3. Per the terms of a grant already awarded, PCC will provide plant plugs at no charge to Solano Resource Conservation District and Solano Land Trust in winter 2023-24.
4. PCC reserves the right to sell or otherwise dispose of plants and materials it owns as it sees fit (within the limits of the laws governing nonprofit organizations), with no sharing with SCWA of any revenues generated by these sales.

This proposal is valid for 120 days from August 30, 2023.

Please feel free to contact me with any questions you may have.

Best regards,

A handwritten signature in dark ink, appearing to read "Phil Stevens", with a stylized, cursive script.

Phil Stevens  
Executive Director

## b) Qualifications, Capabilities, and Experience

**Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein.**

Putah Creek Council has been managing the nursery at Sackett Ranch since September 2020. In that time, PCC nursery staff:

- Built the operation into a medium-volume specialty nursery serving SCWA and many other partners, including Resource Conservation Districts, landscapers, public agencies, civic groups, and private landowners;
- Produced over 85,000 plants representing 120 species in FY 2022-23;
- Located within the watershed source populations for seed or cuttings of all species currently being propagated in the nursery;
- Developed a robust data tracking system that significantly increases nursery efficiency and output;
- Gained intimate familiarity with the sometimes eccentric plumbing and electrical systems of Sackett Ranch;
- Pioneered new, effective propagation techniques for difficult-to-propagate species such as *Aristolochia*;
- Implemented protocols to bring the nursery within minimum phytosanitary standards for *Phytophthora* and other plant pathogens, and initiated plans to elevate nursery processes to best management practices;
- Maintained required licenses and certifications for the production of nursery stock;
- Provided exceptional customer service to SCWA and other partners, including the ability to take credit card payments for cash-and-carry customers;
- Collaborated with SCWA staff to identify and prioritize plant species based on ecological importance and market demand;
- Recruited and retained talented and motivated staff;
- Established relationships with local businesses, environmental organizations, and government agencies to expand the customer base;
- Developed and executed marketing strategies to promote the native plant nursery to landscaping companies, contractors, public agencies involved in habitat restoration, and other potential customers.
- Maintained accurate records of sales, customer interactions, and inventory.

**The Respondent shall provide a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar nature to the services requested herein. Respondent's Reference Information should include:**

**Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number.**

**A description of the type and extent of the services provided by Respondent to the client.**

PCC is only able to provide two references, since all our nursery management experience has been in partnership with SCWA.

Client Name: **Solano County Water Agency**  
Contact person: **Duc Jones, Supervising Water Resource Technician**  
Contact person's responsibility: **Facilities manager for Sackett Ranch**  
Address: **810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688**  
Phone: **(707) 227-6870**

As the principal buyer of plants for SCWA, Duc has been PCC's most important customer. PCC staff consult frequently with Duc regarding what plants to propagate, when they will be needed, and in what sizes. PCC staff also work closely with Duc and his team to address issues with the nursery infrastructure, such as electrical outages and pump failures.

Client Name: **Solano County Water Agency**  
Contact person: **Rich Marovich, Streamkeeper Emeritus**  
Contact person's responsibility: **Advisor to nursery staff**  
Address: **810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688**  
Phone: **(530) 902-1794**

Rich helped found the original PCC nursery, and has been associated with it ever since. As a trained horticulturist, Rich has been an invaluable source of information regarding plant propagation and fertilization techniques. Rich continues to share his wisdom with PCC nursery staff on an ongoing basis.

**Names of key personnel on Respondent's team that participated in named projects and their specific responsibilities.**

Key Personnel:

2021-2022

Hannah Snyder, Nursery Manager

Christine Danforth, Propagation Specialist

2022-2023

Ina Rommeck, Nursery Manager

Chase Kautz, Nursery Technician

## c) Key Personnel

**Ina Rommeck, Nursery Manager**, holds two Master's degrees from the University of California at Davis. Some of her coursework relevant to this position included CA Floristics (native plant classification and ID), Field Botany, Ecology, and Organic Crop Production.

During graduate school, Ina conducted independent research, wrote successful funding proposals and journal publications, and presented at scientific conferences.

Ina also worked as the lead gardener at the Ecological Gardens on campus where she propagated plants for a food and pollinator garden, monitored seedlings in the greenhouse, installed irrigation, managed pests, designed and maintained a demonstration garden, led tours, and supervised student interns.

Before coming to PCC, Ina spent 5 years running her own successful business providing nature education along Putah Creek. During this time she trained and supervised employees and handled all aspects of the business including curriculum planning, teaching, client communications, finances, marketing, and licensing compliance.

Ina began her PCC career as a nursery technician, and was promoted to nursery manager in August, 2022.

Ina is available to work full-time on this project.

**Chase Kautz, Nursery Technician**, has played a major role in the operations of the nursery for over a year, focusing on propagation, propagule collection, and plant maintenance. He received a BS in Ecological Restoration from UC Davis, with education in propagation, California flora, and plant biology. Other experience includes 2 years with the UCD Arboretum as a native plant horticulturist, and time at Cache Creek Conservancy working on native seed/cutting collection and propagation.

Chase is passionate about improving access to native plants for communities as well as in public spaces and restoration projects.

Chase is available to work full-time on this project.

## d) Nursery Management Approach

**Describe the overall plan for managing the Native Plant Nursery. This would include an overall proposed organizational structure for the effort. Summarize the approach to overall site management, in addition to any partnerships and community involvement.**

### Goals and governing principles

The goal of the nursery is to produce high-quality plants of known provenance for use in restoration projects, as well as by landowners seeking to enhance habitats on their properties.

The principal client for the nursery is Solano County Water Agency (SCWA), whose needs for plants will be top priority. SCWA will not pay for plants produced by the nursery.

The nursery will also produce plants for sale to other customers. Pricing of plants will be determined by PCC, with reference to current market trends. Proceeds from sales initiated after the effective date of the management agreement will be divided evenly between PCC and SCWA, except as noted below. **This is an exception to the RFP.** PCC will remit SCWA's share of the proceeds along with full documentation to SCWA on a quarterly basis.

Should SCWA choose to sell plants that it has purchased from PCC, all revenues from those sales will revert to SCWA. In this case, PCC nursery staff will facilitate the transaction(s).

Plants already started under contract to PCC prior to the effective date of the management agreement will be provided to their respective buyers when ready and any income generated will revert to PCC alone. **This is an exception to the RFP.**

Additionally, PCC is bound by conditions of a grant to provide plant plugs at no cost to Solano Resource Conservation District and Solano Land Trust in fall/winter 2023-24. PCC intends to fulfill the orders for these partners per the terms of the grant. **This is an exception to the RFP.**

Finally, PCC owns a significant number of the plants presently stationed in the greenhouse, hoop house, and shade house, as well as a large number of nursery containers and other nursery supplies and materials at Sackett Ranch. An exact tally of plants and materials owned by PCC has been prepared. PCC reserves the right to sell or otherwise dispose of these plants and materials as it sees fit (within the limits of the laws governing nonprofit organizations), with no sharing with SCWA of any revenues generated by these sales. **This is an exception to the RFP.**

### Organizational Structure

At present the nursery operates with a staff of two full-time employees: the nursery manager and a nursery technician. As the nursery expands it may be necessary to add additional technicians. Additional (or replacement) staff will be recruited and hired by PCC, after consultation with SCWA.

PCC staff efforts are augmented by volunteers and interns, as described below.



In addition, SCWA often makes one or more of its field staff available to assist in nursery duties; our budget assumes that this will continue. As mentioned below, it is assumed that SCWA staff will be responsible for maintaining the nursery infrastructure.

Bookkeeping and back-office services (such as maintaining insurance, sales tax collection and filing, etc.) are provided by PCC. Costs for these services are included in the budgeted overhead fee.

## Volunteers

PCC staff are joined on a once-weekly basis by volunteers from the surrounding community, who assist in nursery tasks such as planting, weeding, and potting up. Volunteers are recruited and managed by PCC. This program provides a significant benefit to the community and is a platform for good public relations for SCWA. PCC intends to continue its volunteer program at the nursery while operating under the management contract.

## OneCreek

PCC's internship program, OneCreek, brings interns to work in the nursery one day per week for ten weeks four times a year. OneCreek interns typically work on more complex projects than volunteers.

## Seed collection, processing, and preservation

Whenever possible, plants will be grown from seed to preserve genetic diversity within the plant stock. Cuttings may be used for species such as maples (*Acer* spp.) that typically have very low seed viability. Seeds and cuttings will be collected from locations known to PCC staff, which information shall remain the sole property of PCC. Likewise, techniques for processing and preservation of seeds and cuttings shall remain the intellectual property of PCC. The seed library/collection will also remain the property of PCC.

## Plant production and maintenance

PCC will propagate plants at the proper times to ensure they are ready for their proposed applications. Selection of which species and quantities to produce will be made in consultation with SCWA. Methods used for producing plants are part of PCC's intellectual property and will only be shared at PCC's discretion. Any databases or other electronic management tools developed for use in nursery operations will also remain the property of PCC.

Should a SCWA project be delayed, PCC will maintain plants in a healthy state to the extent possible, including moving plants up to larger containers as needed. PCC will not charge SCWA any additional fees for plant maintenance. In the case of another customer's project being delayed, PCC will maintain those plants in the same manner, for an agreed-on fee. Fees for maintenance for other customers will be shared equally between SCWA and PCC.

PCC will maintain plant stock allocated to SCWA in a separate location to facilitate easy identification by SCWA staff. SCWA staff will consult with PCC nursery personnel before taking any plants that have not been assigned to their stock so PCC can maintain accurate inventory counts and fulfill other orders.

## Phytosanitation

PCC has been working with the California Department of Food and Agriculture to implement protocols at Sackett Ranch that have brought the nursery into compliance with the accepted minimum standards for phytosanitary control of *Phytophthora* and other plant pathogens. A detailed plan for raising the level of phytosanitation to industry best practices is being developed.

## Pest and weed control

PCC will use Integrated Pest Management (IPM) techniques to control pests in order to minimize the use of pesticides and herbicides. Such techniques might include releasing beneficial insects within the greenhouse or hoop house, use of non-toxic chemicals such as neem oil to control insect pests, and an emphasis on good cultural practices to help plants be as resilient as possible to pests and diseases.

SCWA staff will be responsible for weed control outside of propagation structures (hoop house, greenhouse, and shade house). Any herbicide applications within the vicinity of nursery plants will contain dyes to help prevent plant injury through drift. Inside propagation structures, SCWA will also provide staff time for hand weeding or will apply approved herbicides under supervision of PCC nursery staff.

## Supplies and materials

The budget assumes that supplies and materials such as fertilizers, nursery containers, and soil will be purchased as needed by SCWA. If it is decided that PCC should be responsible for purchasing supplies and materials, they will be subject to a 20% markup over the sale price. Receipts for reimbursement for any supplies and materials purchased by PCC will be included in invoices submitted to SCWA.

## Site maintenance

It is assumed that maintenance of the nursery infrastructure, including but not limited to pumps, greenhouses/shadehouses, watering systems, etc., will be carried out by SCWA staff.

## Sales & marketing

In order to maximize revenue from the nursery, PCC will continue to aggressively market our plants to other agencies, nonprofits, Resource Conservation Districts, landscapers, and landowners. In addition, PCC staff will handle all sales transactions and report to SCWA quarterly on sales and tax collected.

## e) Fee Schedule

PCC's fee for managing the Sackett Ranch Nursery will be calculated as cost plus 20%. The table below shows PCC's actual projected cost for labor in FY 2023-24. It does not include any overtime that may be necessary, which will be billed at one and one-half times the base rate. Hence the total shown in the table should be considered a minimum estimate for a full year of management. The actual total cost for the first fiscal year will likely be lower than this estimate since the contract will not commence until the 2nd quarter.

Personnel Costs	Hours	Rate	Total
Nursery Manager	2080	\$ 45.50	\$ 94,632.54
Nursery Technician	2080	\$ 26.18	\$ 54,444.46
Subtotal			\$ 149,077.00
Overhead @ 10% <sup>1</sup>			\$ 14,907.70
Total cost to PCC			\$ 163,984.70
Plus 20%			\$ 32,796.94
Grand total			\$ 196,781.64

<sup>1</sup>Overhead represents non-allocable costs borne by PCC such as bookkeeping, insurance, payroll fees, rent, utilities, etc.

Unless otherwise specified by SCWA, PCC will bill quarterly for the costs incurred the preceding quarter.

It is assumed that supplies and materials will be purchased by SCWA. If PCC purchases supplies or materials, it will bill SCWA for cost plus a 20% markup.

PCC nursery staff are already well acquainted with the Agency's needs and do not anticipate a need to review prior and existing management needs of the Agency.

Nursery Management Costs: PCC tracks time using an online timesheet system, BambooHR. Payroll is handled by ADP, which carries out all calculations in regard to overtime, taxes, etc. Overtime is discouraged, though sometimes necessary.

PCC has carefully vetted its vendors and has chosen those who offer the best price available for comparable quality. Non-payroll expenses are tracked in hard copy, and reviewed monthly against bank statements for accuracy.

Other charges: All time will be billed at the base rates indicated above, with the exception of overtime. Non-reimbursable costs such as copying are included in the overhead rate.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 12, 2023

SUBJECT:   Purchase/Buyout of Flooded Excavator

RECOMMENDATIONS:

Authorize General Manager to purchase the flooded CAT 315 excavator from Holt for \$175,000 as recommended by ACWA JPIA (our insurance carrier).

FINANCIAL IMPACT:


Total Net Cost of \$5,000 after insurance reimbursement. There is sufficient funding in the Water Agency’s FY 2023-2024 Solano Project budget for this expense.

BACKGROUND:

On July 11, 2023, one of the Water Agency’s contractors was conducting routine repairs on a post-LNU Fire rock weir in Pleasants Creek just upstream of Lake Solano. During the repair, the rock structure under the excavator gave out and the excavator fell into Pleasants Creek and was completely submerged. Within 24 hours Agency staff had a dive team and crane operator onsite and were able to safely remove the excavator out of Pleasants Creek. The excavator was subsequently hauled offsite to Holt’s Pleasant Grove facility. ACWA JPIA worked with a damage appraiser to assess the excavator and Holt buyout. ACWA JPIA is recommending approval of the buyout, which will also terminate the monthly rental fee (almost \$7,000 per month). Water Agency staff are in the process of obtaining salvage estimates as well as repair costs, to determine the feasibility of repairing the excavator. These costs will be brought back to the Board in the future once these costs are known.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approval of the purchase/buyout of the excavator is consistent with Goal #4 (Water Resource Resiliency) and Goal #7 (Natural Resources Stewardship) of the SCWA 2016-2025 Strategic Plan.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

<input type="checkbox"/>	Approved as Recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 12, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee  
General Manager & Secretary to the  
Solano County Water Agency



2121 EAST MONTE VISTA AVENUE, VACAVILLE, CA 95688  
VACAVILLE (707) 455-7600

Sales Quote  
Reference V75109

Invoice Amount: \$174,920.30

Invoice Date: 08/29/2023 Tue 01:11 PM  
Delivery Date:

Jobsite: 810 VACA VALLEY  
Contact: ALEX RABIDOUX  
Phone: 707 451 6090  
810 VACA VALLEY PKWY  
VACAVILLE, CA  
STE 203



Customer: 1111190  
Bill to: SOLANO COUNTY WATER AGENCY  
810 VACA VALLEY PKWY STE 203  
VACAVILLE, CA 95688 8834

Signed By:  
Ordered By: ALEX RABIDOUX

Written By: Dallas Mattson  
Sales Rep: DALLAS MATTSON  
PO #:

QTY DESCRIPTION	DAY	WEEK	MONTH
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Miscellaneous Items

State 7.25% County 0.125% City 0.75% Total Tax: 8.125% 13,144.30  
Total: 174,920.30

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT.  
THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY  
INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE  
AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

Estimated Total: 174,920.30

Holt of California Employee Signature		Employee Print Name		Customer Print Name		Title
Date Delivered	Time	AM / PM	Customer Signature			
Date Returned	Time	AM / PM	Received, Holt of California			
Date Called Off	Time	AM / PM	Called Off By			

**1. PARTIES.** This Sale Order/Quotation ("Agreement") is made by and between Holt of California dba The CAT Rental Store as seller ("Holt") and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.

**2. SALE OF GOODS.** Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement ("Goods"). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer's consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt's place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer's shipper. Customer shall pay for the Goods upon tender of the delivery of the Goods by Holt.

**3. INSPECTION.** Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer's acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.

**4. WAIVER/AMENDMENTS.** The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.

**5. LIMITATION OF ACTIONS.** Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action.

**6. ASSIGNMENT.** This Agreement may be assigned by Holt to a third party without the prior consent of Customer.

**7. ATTORNEY'S FEES.** In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.

**8. VENUE.** Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento, located in Sacramento, California.

**9. CALIFORNIA LAW.** This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

**10. INDEMNITY.** Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO

A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**11. DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND HOLT DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

**12. SECURITY INTEREST.** Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

**13. BILL OF SALE FOR PROPERTY TAKEN IN TRADE.** For value received, Customer grants, sells, transfers and delivers to Holt the trade in equipment ("Equipment") described on the Agreement. Customer hereby certifies that the Equipment is owned by Customer, and there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against the Equipment. Customer shall assume all risk of loss and/or damage to the Equipment, beyond normal wear, until it is delivered to Holt, and Holt shall not be obligated to take the Equipment in trade unless and until Holt accepts physical delivery of the Equipment.

# LEGISLATIVE UPDATES

**Solano County Water Agency  
2023 - 2024 Regular Session, First Year**

**AB 30**

**(Ward D) Atmospheric rivers: research: reservoir operations.**

**Current Text:** Chaptered: 9/1/2023 [html](#) [pdf](#)

**Introduced:** 12/5/2022

**Last Amend:** 6/26/2023

**Status:** 9/1/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 134, Statutes of 2023.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/1/2023-A. CHAPTERED

**Summary:** Current law establishes the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program in the Department of Water Resources. Current law requires the department, upon an appropriation for purposes of the program, to research climate forecasting and the causes and impacts that climate change has on atmospheric rivers, to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. This bill would rename that program the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program. The bill would require the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

**Position**

Favor

**AB 340**

**(Fong, Vince R) California Environmental Quality Act: grounds for noncompliance.**

**Current Text:** Introduced: 1/30/2023 [html](#) [pdf](#)

**Introduced:** 1/30/2023

**Status:** 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/9/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 4/28/2023-A. 2 YEAR

**Summary:** The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.

**Position**

**AB 345**

**(Wilson D) Habitat restoration: flood control: advance payments.**

**Current Text:** Enrollment: 9/20/2023 [html](#) [pdf](#)

**Introduced:** 1/31/2023

**Last Amend:** 6/26/2023

**Status:** 9/20/2023-Enrolled and presented to the Governor at 4 p.m.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/20/2023-A. ENROLLED

**Summary:** Existing law authorizes the Department of Water Resources to make examinations of lands subject to inundation and overflow by floodwaters and of the waters causing the inundation or overflow and to make plans and estimates of the cost of works to regulate and control the floodwaters. Existing law also vests in the department charge of all expenditures unless otherwise provided by law for all public works relating to general river and harbor improvements, including reclamation and drainage of lands. Existing law authorizes the department to cooperate and contract with any agency of the state or of the United States in order to carry out its powers and purposes. This bill would authorize the department or the board to provide advance payments, as defined, to local agencies for projects that restore habitat for threatened and endangered species under state or federal law or improve flood protection, as provided. The bill would prohibit the amount of funds



advanced by the department or the board to the local agency at any one time from exceeding 25% of the entire amount authorized to be provided under the funding agreement. The bill would require the project proponent to demonstrate a need for an advance payment and that the project proponent is sufficiently qualified to manage the project and the project's finances. The bill would require the funds to be spent within 6 months and would require the recipient to provide an accountability report to the department or the board on a quarterly basis, as specified.

**Position**

Support/Amend

**AB 429 (Bennett D) Groundwater wells: permits.**

**Current Text:** Amended: 3/2/2023 [html](#) [pdf](#)

**Introduced:** 2/6/2023

**Last Amend:** 3/2/2023

**Status:** 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/2/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 4/28/2023-A. 2 YEAR

**Summary:** Current law requires the State Water Resources Control Board to adopt a model water well, cathodic protection well, and monitoring well drilling and abandonment ordinance implementing certain standards for water well construction, maintenance, and abandonment and requires each county, city, or water agency, where appropriate, not later than January 15, 1990, to adopt a water well, cathodic protection well, and monitoring well drilling and abandonment ordinance that meets or exceeds certain standards. Under current law, if a county, city, or water agency, where appropriate, fails to adopt an ordinance establishing water well, cathodic protection well, and monitoring well drilling and abandonment standards, the model ordinance adopted by the state board is required to take effect on February 15, 1990, and is required to be enforced by the county or city and have the same force and effect as if adopted as a county or city ordinance. The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. This bill would, if 1% of domestic wells go dry in a critically overdrafted basin, as specified, prohibit a county, city, or any other water well permitting agency from approving a permit for a new groundwater well or for an alteration to an existing well in a basin subject to the act and classified as a critically overdrafted basin unless specified conditions are met.

**Position**

**AB 460 (Bauer-Kahan D) State Water Resources Control Board: water rights and usage: interim relief: procedures.**

**Current Text:** Amended: 5/18/2023 [html](#) [pdf](#)

**Introduced:** 2/6/2023

**Last Amend:** 5/18/2023

**Status:** 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was N.R. & W. on 6/7/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 7/14/2023-S. 2 YEAR

**Summary:** Current law authorizes the State Water Resources Control Board to investigate all streams, stream systems, lakes, or other bodies of water, take testimony relating to the rights to water or the use of water, and ascertain whether water filed upon or attempted to be appropriated is appropriated under the laws of the state. Current law requires the board to take appropriate actions to prevent waste or the unreasonable use of water. This bill would authorize the board, in conducting specified investigations or proceedings to inspect the property or facilities of a person or entity, as specified. The bill would authorize the board, if consent is denied for an inspection, to obtain an inspection warrant, as specified, or in the event of an emergency affecting public health and safety, to conduct an inspection without consent or a warrant.

**Position**

Oppose

**AB 676 (Bennett D) Water: general state policy.**

**Current Text:** Enrollment: 9/15/2023 [html](#) [pdf](#)

**Introduced:** 2/13/2023

**Last Amend:** 8/21/2023

**Status:** 9/15/2023-Enrolled and presented to the Governor at 4 p.m.

**Is Urgency:** N

**Is Fiscal:** N

**Location:** 9/15/2023-A. ENROLLED

**Summary:** Would specify that the use of water for domestic purposes includes water use for human consumption, cooking, sanitary purposes, care of household livestock, animals, and gardens, fire suppression and other safety purposes, and a purpose determined to be a domestic purpose as established by the common law.

**Position**

Watch

**AB 748**

**(Villapudua D) California Abandoned and Derelict Commercial Vessel Program.**

**Current Text:** Enrollment: 9/18/2023 [html](#) [pdf](#)

**Introduced:** 2/13/2023

**Last Amend:** 3/23/2023

**Status:** 9/18/2023-Enrolled and presented to the Governor at 3:30 p.m.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/18/2023-A. ENROLLED

**Summary:** Existing law establishes within the Natural Resources Agency, the State Lands Commission consisting of the Controller, the Lieutenant Governor, and the Director of Finance. Existing law vests in the commission exclusive jurisdiction over all ungranted tidelands and submerged lands owned by the state, and of the beds of navigable rivers, streams, lakes, bays, estuaries, inlets, and straits, including tidelands and submerged lands. Existing law authorizes the commission to take immediate action to remove from areas under its jurisdiction a vessel that is left unattended and is moored, docked, beached, or made fast to land in a position as to obstruct the normal movement of traffic or in a condition as to create a hazard to navigation, other vessels using a waterway, or the property of another. Existing law requires the commission, by July 1, 2019, and in consultation with other relevant state and local agencies directly involved in the removal of abandoned vessels, to develop a plan for the removal of abandoned commercial vessels. This bill would establish the California Abandoned and Derelict Commercial Vessel Program within the Natural Resources Agency, to be administered by the commission, upon appropriation by the Legislature, to bring federal, state, and local agencies together to identify, prioritize, and fund the removal and proper disposal of abandoned and derelict commercial vessels and other debris from commercially navigable waters, as defined. The bill would require the commission, upon appropriation by the Legislature, on or before July 1, 2025, to create, and regularly update and maintain thereafter, an inventory of abandoned and derelict commercial vessels on or in commercially navigable waters, as provided, and, on or before July 1, 2026, to develop a plan to prevent or reduce abandoned and derelict commercial vessels on or in commercially navigable waters, as provided. This bill contains other related provisions and other existing laws.

**Position**

Support

**AB 754**

**(Papan D) Water management planning: water shortages.**

**Current Text:** Amended: 8/14/2023 [html](#) [pdf](#)

**Introduced:** 2/13/2023

**Last Amend:** 8/14/2023

**Status:** 9/1/2023-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/21/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/1/2023-S. 2 YEAR

**Summary:** Current law requires an urban water management plan to quantify past, current, and projected water use, identifying the uses among water use sectors, including, among others, commercial, agricultural, and industrial. Current law requires every urban water supplier to prepare and adopt a water shortage contingency plan as part of its urban water management plan. Current law requires the water shortage contingency plan to include the procedures used in conducting an annual water supply and demand assessment, including the key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year. Current law requires the key data inputs and assessment methodology to include specified information, including, among other things, a description and quantification of each source of water supply. This bill would require a water shortage contingency plan to include, if, based on a description and quantification of each source of water supply, a single reservoir constitutes at least 50% of the total water supply, an identification of the dam and description of existing reservoir management operations, as specified, and if the reservoir is owned and operated by the urban water supplier, a description of operational practices and approaches, as specified.

**Position**  
Oppose

**[AB 779](#)**

**([Wilson D](#)) Groundwater: adjudication.**

**Current Text:** Enrollment: 9/20/2023 [html](#) [pdf](#)

**Introduced:** 2/13/2023

**Last Amend:** 9/8/2023

**Status:** 9/20/2023-Enrolled and presented to the Governor at 4 p.m.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/20/2023-A. ENROLLED

**Summary:** Would require a civil court, in an adjudication action for a basin required to have a groundwater sustainability plan, to appoint one party to forward all case management orders, judgments, and interlocutory orders to the groundwater sustainability agency within 10 business days of issuance. The bill would require the court to allocate payment of the costs incurred by the party appointed to forward all case management orders, judgments, and interlocutory orders to the groundwater sustainability agency among the parties in an amount and a manner that the court deems equitable. The bill would require the groundwater sustainability agency to post the documents on its internet website in the interest of transparency and accessibility within 20 business days of receipt from a party, as specified. The bill would authorize the court to refer the matter to the State Water Resources Control Board for investigation and report in order to assist the court in making findings pursuant to these provisions, and would authorize a party to request that the court refer the matter to the board for these purposes, as specified. The bill would require the court to consider the water use of and accessibility of water for small farmers and disadvantaged communities, as those terms are defined, before entering a judgment.

**Position**

**[AB 809](#)**

**([Bennett D](#)) Salmonid populations: California Monitoring Program.**

**Current Text:** Enrollment: 9/21/2023 [html](#) [pdf](#)

**Introduced:** 2/13/2023

**Last Amend:** 9/1/2023

**Status:** 9/21/2023-Enrolled and presented to the Governor at 3:30 p.m.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/21/2023-A. ENROLLED

**Summary:** The Salmon, Steelhead Trout, and Anadromous Fisheries Program Act, among other things, requires the Department of Fish and Wildlife, with the advice of specified committees, to prepare and maintain a detailed and comprehensive program for the protection and increase of salmon, steelhead trout, and anadromous fisheries. This bill would require the department to establish the California Monitoring Program to collect comprehensive data on anadromous salmonid populations, in coordination with relevant agencies, as defined, to inform salmon and steelhead recovery, conservation, and management activities. The bill would authorize the department to consult with local agencies, tribes, conservation organizations, and academic institutions to carry out monitoring efforts under the program.

**Position**

Favor/Amend

**[AB 1337](#)**

**([Wicks D](#)) State Water Resources Control Board: water diversion curtailment.**

**Current Text:** Amended: 5/18/2023 [html](#) [pdf](#)

**Introduced:** 2/16/2023

**Last Amend:** 5/18/2023

**Status:** 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was N.R. & W. on 6/7/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 7/14/2023-S. 2 YEAR

**Summary:** Under existing law, the diversion or use of water other than as authorized by specified provisions of law is a trespass, subject to specified civil liability. This bill would expand the instances when the diversion or use of water is considered a trespass. This bill contains other related provisions and other existing laws.

**Position**

Oppose

**[AB 1563](#)**

**([Bennett D](#)) Groundwater sustainability agency: groundwater extraction permit: verification.**

**Current Text:** Amended: 6/28/2023 [html](#) [pdf](#)

**Introduced:** 2/17/2023

**Last Amend:** 6/28/2023

**Status:** 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was GOV. & F. on 6/22/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 7/14/2023-S. 2 YEAR

**Summary:** Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law authorizes a groundwater sustainability agency to request of the county, and requires a county to consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the agency before permit approval. This bill would instead require a county to forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

#### Position

### **AB 1567 (Garcia D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024.**

**Current Text:** Amended: 5/26/2023 [html](#) [pdf](#)

**Introduced:** 2/17/2023

**Last Amend:** 5/26/2023

**Status:** 6/14/2023-Referred to Coms. on N.R. & W. and GOV. & F.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 6/14/2023-S. N.R. & W.

**Summary:** Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.

#### Position

Support/Amend

### **ACA 2 (Alanis R) Public resources: Water and Wildfire Resiliency Act of 2023.**

**Current Text:** Introduced: 12/5/2022 [html](#) [pdf](#)

**Introduced:** 12/5/2022

**Status:** 4/20/2023-Referred to Coms. on W., P., & W. and NAT. RES.

**Is Urgency:**

**Is Fiscal:** Y

**Location:** 4/20/2023-A. W.,P. & W.

**Summary:** Would establish the Water and Wildfire Resiliency Fund within the State Treasury, and would require the Treasurer to annually transfer an amount equal to 3% of all state revenues that may be appropriated as described from the General Fund to the Water and Wildfire Resiliency Fund. The measure would require the moneys in the fund to be appropriated by the Legislature and would require that 50% of the moneys in the fund be used for water projects, as specified, and that the other 50% of the moneys in the fund be used for forest maintenance and health projects, as specified.

#### Position

Favor

### **SB 23 (Caballero D) Water supply and flood risk reduction projects: expedited permitting.**

**Current Text:** Amended: 5/1/2023 [html](#) [pdf](#)

**Introduced:** 12/5/2022

**Last Amend:** 5/1/2023

**Status:** 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/15/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 5/19/2023-S. 2 YEAR

**Summary:** Current law prohibits an entity from substantially diverting or obstructing the natural flow

of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to submit to the department the certified or adopted environmental review document, as applicable, for the activity in the notification. The bill would require the department, under prescribed circumstances, to take certain actions within specified timelines, or within a mutually agreed-to extension of time.

**Position**

Favor

**SB 361 (Dodd D) Water resources: stream gages.**

**Current Text:** Amended: 3/29/2023 [html](#) [pdf](#)

**Introduced:** 2/8/2023

**Last Amend:** 3/29/2023

**Status:** 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/17/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 5/19/2023-S. 2 YEAR

**Summary:** Current law requires the Department of Water Resources and the State Water Resources Control Board, in consultation with the Department of Fish and Wildlife, the Department of Conservation, the Central Valley Flood Protection Board, interested stakeholders, and, to the extent they wish to consult, local agencies, to develop the plan to address significant gaps in information necessary for water management and the conservation of freshwater species. This bill would require the Department of Water Resources and the board, upon appropriation of funds by the Legislature, to reactivate, upgrade, and install new stream gages, as provided. The bill would require the department and board to use the recommendations and data provided in the California Stream Gaging Prioritization Plan 2022 to complete specified actions by 2030. The bill would require the department to report to the Legislature, on or before January 1, 2026, and every 2 years thereafter, on progress made in completing those specified actions. The bill would require the data from all stream gages operating with any public money to be published as provisional data within 10 days of collection and made publicly available on the state's open water data platforms. The bill would require the department and board to develop and adopt a set of standards and processes for assessing, tracking, and reporting the accuracy of stream gages, evapotranspiration data, water meters, and other critical data inputs for water management, as provided. The bill would require the department and the board to consult with interested stakeholders to develop a plan to identify the gaps in the network of automated weather stations and eddy covariance towers to ensure accurate and comprehensive data collection.

**Position**

Favor

**SB 366 (Caballero D) The California Water Plan: long-term supply targets.**

**Current Text:** Amended: 6/29/2023 [html](#) [pdf](#)

**Introduced:** 2/8/2023

**Last Amend:** 6/29/2023

**Status:** 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was W.,P. & W. on 6/8/2023)(May be acted upon Jan 2024)

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 7/14/2023-A. 2 YEAR

**Summary:** Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, water transfers, and alternative pricing policies that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to instead establish a stakeholder advisory committee and to expand the membership of the committee to include tribes, labor, and environmental justice interests. The bill would require the department to coordinate with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified long-term water supply targets established by the bill for purposes of The California Water Plan. The bill would

require the plan to provide recommendations and strategies to ensure enough water supply for all beneficial uses.

**Position**

Support

**SB 389**

**(Allen D) State Water Resources Control Board: investigation of water right.**

**Current Text:** Enrollment: 9/20/2023 [html](#) [pdf](#)

**Introduced:** 2/9/2023

**Last Amend:** 8/31/2023

**Status:** 9/20/2023-Enrolled and presented to the Governor at 4:30 p.m.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 9/20/2023-S. ENROLLED

**Summary:** Current law provides generally for the appropriation of water. Existing law authorizes the State Water Resources Control Board to investigate bodies of water, to take testimony in regard to the rights to water or the use of water, and to ascertain whether or not water is appropriated lawfully, as provided. Under current law, the diversion or use of water other than as authorized by specified provisions of law is a trespass, subject to specified civil liability. This bill would instead authorize the board to investigate and ascertain whether or not a water right is valid. The bill would authorize the board to issue an information order in furtherance of an investigation, as executed by the executive director of the board, as specified. The bill would authorize a diversion or use of water ascertained to be unauthorized to be enforced as a trespass, as specified.

**Position**

Watch

**SB 638**

**(Eggman D) Climate Resiliency and Flood Protection Bond Act of 2024.**

**Current Text:** Amended: 6/28/2023 [html](#) [pdf](#)

**Introduced:** 2/16/2023

**Last Amend:** 6/28/2023

**Status:** 7/6/2023-July 11 hearing postponed by committee.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 6/15/2023-A. W.,P. & W.

**Summary:** Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.

**Position**

Support

**SB 867**

**(Allen D) Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024.**

**Current Text:** Amended: 6/22/2023 [html](#) [pdf](#)

**Introduced:** 2/17/2023

**Last Amend:** 6/22/2023

**Status:** 7/6/2023-July 10 hearing postponed by committee.

**Is Urgency:** N

**Is Fiscal:** Y

**Location:** 6/20/2023-A. NAT. RES.

**Summary:** Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.

**Position**

Watch/Amend

**Total Measures: 20**

**Total Tracking Forms: 20**