

CALLEGUAS MUNICIPAL WATER DISTRICT

2100 Olsen Road, Thousand Oaks, California 91360

www.calleguas.com

BOARD OF DIRECTORS MEETING

October 07, 2026, 4:00 p.m.

Written communications from the public must be received by 8:30 a.m. on the Thursday preceding a regular Board meeting in order to be included on the agenda and considered by the Board at that meeting. Government Code Section 54954.2 prohibits the Board from taking action on items not posted on the agenda except as provided in Subsection 54954.2(b).

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

BOARD OF DIRECTORS

Raul Avila, President

Thibault Robert, Vice-President

Reddy Pakala, Secretary

Jacquelyn McMillan, Treasurer

Scott H. Quady, Director

2. PUBLIC COMMENTS

This portion of the agenda may be utilized by any member of the public to address the Board of Directors on any matter within the jurisdiction of the Board that does not appear on the agenda and on matters that are on the agenda but are not designated as action items. Depending on the subject matter, the Board of Directors may be unable to respond at this time, or until the specific topic is placed on the agenda at a future Calleguas Board Meeting, in accordance with the Ralph M. Brown Act. Please limit remarks to three minutes.

To participate:

<https://us06web.zoom.us/j/86832132229?pwd=o3NfJOxScO8dC1PbMcKiGgL3avlhjD.1>

Phone # +1 720 707 2699 US (Denver)

Webinar ID: 868 3213 2229

Passcode: 938450

3. ITEMS TO BE ADDED TO THE AGENDA – GOVERNMENT CODE 54954.2(b)

Consideration of any items that require addition to the agenda due to the existence of an emergency situation, the need to take immediate action, and requests for remote participation due to emergency circumstances.

4. REVIEW OF THE AGENDA

Discussion regarding the need to postpone or delete any items or take any items out of order.

5. EMPLOYEE SPOTLIGHT

6. PRESENTATIONS

A. Award for Quick Action (AQUA)

B. Recognition of Retiring Executive Strategist Henry Graumlich

7. CONSENT CALENDAR

Consent Calendar items are to be approved or accepted by vote on one motion unless a Board member requests separate consideration. If any Board member requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Items portion of the Agenda.

A. Approve the Minutes of the September 16, 2026 and September 23, 2026 Board Meetings

B. Adopt Resolution No. 2139, Authorizing the Grant Application, Acceptance, and Execution for the State and Local Cybersecurity Grant Program

C. Receive and Affirm the Quarterly Capital Projects Report for the District's Activities through June 30, 2026

D. Receive and Affirm the Quarterly Consultant Report for the District's Activities through June 30, 2026

E. Authorize the President of the Board and the General Manager to Sign the Right-of-Way Agreement, Escrow Documents, and Certificate of Acceptance for the Easement Deed for CMWD Parcel No. 6307 for the Calleguas-Ventura Interconnection (Project No. 562)

Public Comment for Consent Calendar Items

8. ACTION ITEMS

Action Items call for separate discussion and action by the Board for each agenda item.

- A. Discussion Regarding Amendment No. 6 to the Agreement Regarding the Pilot Reclaimed Water System Project for the Purchase and Sale of Reclaimed Water Among Calleguas Municipal Water District, the City of Simi Valley, and Ventura County Waterworks District No. 8

Public Comment for Item 8.A

- B. Discussion Regarding Association of California Water Agencies Elections

Public Comment for Item 8.B

- C. Discussion Regarding Resolution No. 2140, Recognizing and Supporting the Contributions of Calleguas Employees During Water Professionals Appreciation Week 2026

Public Comment for Item 8.C

- D. Discussion Regarding Capital Project Budget Increase in the Amount of \$1,700,000 and Holding a Public Hearing to Consider Adopting Resolution No. 2138, A Resolution of the Board of Directors of the Calleguas Municipal Water District Making Findings on Energy Savings and Determining Other Matters in Connection with an Energy Services Agreement

Public Comment for Item 8.D

- E. Discussion Regarding Proposed Revisions to Ordinance No. 12

Public Comment for Item 8.E

9. REPORTS

Report items are placed on the agenda to provide information to the Board and the public and no Board action is sought.

A. GENERAL MANAGER AND STAFF REPORTS

- 1. Monthly Status Report

B. GENERAL COUNSEL REPORT

C. BOARD OF DIRECTORS REPORTS

1. Committee Meeting Reports

2. Directors' List of Administrative Code Reimbursable Meetings

Reimbursable meetings reports are placed on the agenda to comply with statutory and Calleguas Administrative Code requirements for members of a legislative body who attend a meeting at the expense of the local agency to provide a report of the meeting.

3. Discussion Regarding Upcoming Meetings to be Attended by Board Members

10. REQUEST FOR FUTURE AGENDA ITEMS

11. BOARD COMMENTS

Comments by Board members on matters they deem appropriate. A Board member may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities.

12. INFORMATION ITEMS

- A. Metropolitan Member Agency Comment Letter RE: Final Draft of Bay-Delta Water Quality Control Plan — September 18, 2026

13. CLOSED SESSION

- A. Pursuant to Government Code 54957(a) Conference with Legal Counsel – Public Services or Facilities

14. ADJOURNMENT to Board Meeting October 21, 2026 at 4:00 p.m.

Note: Calleguas Municipal Water District conducts in-person meetings in accordance with the Brown Act. The District has also established alternative methods of participation which permit members of the public to observe and address public meetings telephonically and/or electronically. These methods of participation can be accessed through the internet link provided at the top of this agenda.

In addition to the above referenced methods of participation, members of the public may also participate by submitting comments by email to info@calleguas.com by 5:00 p.m. on the calendar day prior to the public meeting. Email headers should refer to the Board meeting for which

comments are offered. Comments received will be placed into the record and distributed appropriately.

Agendas, agenda packets, and additional materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available on the District website at www.calleguas.com.

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Secretary to the Board in advance of the meeting to ensure the availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

CALLEGUAS MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS MEETING
September 16, 2026

MINUTES

The meeting of the Board of Directors of Calleguas Municipal Water District was held in-person at 2100 E. Olsen Road, Thousand Oaks CA 91360. The District also provided telephonic and electronic methods of participation for the public as noted on the meeting agenda.

The meeting was called to order by Raul Avila, President of the Board, at 4:00 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Directors Present at District Headquarters:	Raul Avila, President Thibault Robert, Vice President Reddy Pakala, Secretary Jacquelyn McMillan, Treasurer
---	--

Director Absent:	Scott Quady, Director
------------------	-----------------------

Staff Present at District Headquarters:	Kristine McCaffrey, General Manager Ian Prichard, Deputy General Manager Fernando Baez, Manager of Engineering Omar Castro, Manager of Operations and Maintenance Tricia Ferguson, Manager of Human Resources and Risk Management Matt Gomez, Assistant Manager of Operations and Maintenance Henry Graumlich, Executive Strategist David Hernandez, Operations Supervisor Jennifer Lancaster, Manager of Water Resources James Mojica, IT Specialist José (Tito) Ramos, Construction Inspector Wes Richardson, Manager of Information Technology Megan Schnieder, Senior Water Resources Specialist Dan Smith, Manager of Finance Jenyffer Vasquez, Principal Water Resources Specialist Casey Versteeg, Assistant Operations Supervisor Kara Wade, Clerk of the Board
---	---

Legal Counsel Present at
District Headquarters:

Walter Wendelstein, Wendelstein Law Group, PC, District
Counsel

2. PUBLIC COMMENTS

None

3. ITEMS TO BE ADDED TO THE AGENDA – GOVERNMENT CODE 54954.2(b)

None

4. REVIEW OF THE AGENDA

None

5. PRESENTATIONS

A. Introduction of New Operations Supervisor, David Hernandez

The Assistant Manager of Operations and Maintenance recognized David Hernandez's promotion to Operations Supervisor. The Board congratulated him on his accomplishment and advancing his career.

B. Introduction of New Assistant Operations Supervisor, Casey Versteeg

The Assistant Manager of Operations and Maintenance recognized Casey Versteeg's promotion to Assistant Operations Supervisor. The Board congratulated him on his accomplishment and advancing his career.

C. Introduction of New Construction Inspector, José (Tito) Ramos

The Manager of Engineering recognized José (Tito) Ramos' promotion to Construction Inspector. Tito participated in a yearlong inspection cross-training program led by the Engineering Department that helped prepare him for this position. The Board congratulated him on his accomplishment and advancing his career.

Director Avila requested that Item 12.A be moved after Presentations.

12. CLOSED SESSION

- A. Pursuant to Government Code 54957(a) Conference with Legal Counsel – Public Services or Facilities

At 4:08 p.m., Director Avila adjourned to Closed Session to discuss Item 12.A as stated on the agenda. Closed Session began at 4:09 p.m.

CLOSED SESSION CONTINUING

At 4:17 p.m., Closed Session ended. At 4:22 p.m., Director Avila reconvened to Open Session.

Regarding Item 12.A, the Board received information and no action was taken.

6. CONSENT CALENDAR

- A. Approve the Minutes of the August 19, 2026 Board Meeting
- B. Receive and Affirm the Payment Register for the District's Activities from August 8, 2026 to September 8, 2026
- C. Approve New Capital Project and Approve Capital Project Budget Allocation in the Amount of \$147,000 for the Lake Bard Floating Maintenance Dock Replacement (Project No. 627)
- D. Authorize the President of the Board and the General Manager to sign the Right-of-Way Agreements, Escrow Documents, and Certificates of Acceptance for the Easement Deeds for CMWD Parcel Nos. 6305 and 6309 for the Calleguas-Ventura Interconnection (Project No. 562)
- E. Increase the Contract Amount for Professional Services by Aspen Environmental Group to Perform Additional Environmental Services for Smith Road Tank (Project No. 569) by \$20,067 from \$235,940 to \$256,007

On a motion by Director McMillan, seconded by Director Robert, the Board of Directors voted 4-0 to approve the Consent Calendar.

AYES: Directors McMillan, Pakala, Robert, Avila

NOES: None

ABSENT: Director Quady

7. ACTION ITEMS

None

8. REPORTS

A. GENERAL MANAGER AND STAFF REPORTS

1. Monthly Status Report

Staff highlighted items from the Monthly Status Report. The Board asked questions and staff answered them.

2. FY2025-26 Conservation Programs Summary – Megan Schneider, Senior Water Resources Specialist

The Senior Water Resources Specialist presented the report.

3. August 2026 Water Use and Sales, July 2026 Hydro Power Generation, and August 2026 Investment Summary Reports – Dan Smith, Manager of Finance

The Manager of Finance presented the report.

B. GENERAL COUNSEL REPORT

1. General Counsel's Report

No report. Counsel mentioned that he is working on agreements for the use of Wellfield Nos. 1 and 2 for helicopter and emergency operations by the Ventura County Fire Department.

C. BOARD OF DIRECTORS REPORTS

1. Committee Meeting Report

No report.

2. Directors' List of Administrative Code Reimbursable Meetings

Board members provided reports on various meetings that they attended that are subject to the District's reimbursement policy.

3. Discussion Regarding Upcoming Meetings to be Attended by Board Members

Board members reported their plans to attend various meetings not already on the list of Upcoming Meetings in the agenda packet.

The General Manager said that the September 23 Special Board Meeting has not yet been confirmed. Directors Robert, McMillan and Pakala confirmed that they will attend in person, which will provide a quorum.

Director McMillan commented that California Special Districts Association (CSDA) sent an email regarding Board President approval for Directors to participate in CSDA committees. Approval is needed by October 2.

9. REQUEST FOR FUTURE AGENDA ITEMS

None

10. BOARD COMMENTS

Director Avila requested an addition to the Calleguas agendas called "Employee Spotlight."

The General Manager noted that the Employee BBQ will be held at the District on Friday, October 16 at 4:30 p.m. She stated that a survey was distributed to all employees and, based on the feedback received, employees preferred holding the event at Calleguas on a Friday after work hours.

11. INFORMATION ITEMS

- A. President Avila Letter to Assemblymember Jacqui Irwin RE: Asm. Irwin's Support Letter for District's CalOES State and Local Cybersecurity grant program application – August 13, 2026

- B. Congresswoman Julia Brownley Support Letter to U.S. Bureau of Reclamation Principal Deputy Commissioner Aubrey Bettencourt RE: Application to the WaterSMART Desalination Construction grant program for Camrosa Water District's Conejo Water Treatment Plant Reverse Osmosis Facility – August 28, 2026
- C. Ventura County Board of Supervisors Chair Jeff Gorell Support Letter to U.S. Bureau of Reclamation Principal Deputy Commissioner Aubrey Bettencourt RE: Application to the WaterSMART Desalination Construction grant program for Camrosa Water District's Conejo Water Treatment Plant Reverse Osmosis Facility – August 17, 2026
- D. Mayor of Camarillo David Tennesen Support Letter to U.S. Bureau of Reclamation Principal Deputy Commissioner Aubrey Bettencourt RE: Application to the WaterSMART Desalination Construction grant program for Camrosa Water District's Conejo Water Treatment Plant Reverse Osmosis Facility – August 20, 2026
- E. Coalition Support Letter to Governor Gavin Newsom, Senate President Pro Tem Monique Limón, Speaker Robert Rivas, Budget Chairs John Laird and Jesse Gabriel RE: Funding for Repairs to State Water Project Aqueduct and Delta Levees – August 10, 2026
- F. Coalition Floor Alert RE: Support for AB 2739 (Soria) – August 21, 2026
- G. Coalition Floor Alert RE: Support for AB 2032 (Ransom) – August 26, 2026
- H. Coalition Support Letter to Governor Gavin Newsom RE: SB 1153 (Caballero) – August 31, 2026
- I. Coalition Support Letter to Governor Gavin Newsom RE: AB 2739 (Soria) – August 31, 2026
- J. Letter from Kristine McCaffrey, General Manager, Calleguas Municipal Water District, and David Pedersen, General Manager/Administering Agent, Las Virgenes-Triunfo Joint Powers Authority, to Kai Luoma, Executive Director, Ventura County Local Agency Formation Commission, RE: Use of Calleguas Municipal Water District's (Calleguas's) Salinity Management Pipeline (SMP) to accept concentrate from the Las Virgenes-Triunfo Joint Powers Authority's (LVT JPA's) Pure Water Project (PWP) – September 3, 2026
- K. Summary Report for the Metropolitan Water District of Southern California Board Meeting – August 18, 2026

13. ADJOURNMENT

Director Avila declared the meeting adjourned at 5:31 p.m. in memory of Lynn Maulhardt, Board President of United Water Conservation District, who passed away last week.

Hereby certified,

Reddy Pakala, Board Secretary

CALLEGUAS MUNICIPAL WATER DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING
September 23, 2026

MINUTES

The meeting of the Board of Directors of Calleguas Municipal Water District was held in-person at 2100 E. Olsen Road, Thousand Oaks CA 91360. The District also provided telephonic and electronic methods of participation for the public as noted on the meeting agenda.

The meeting was called to order by Thibault Robert, Vice-President of the Board, at 5:00 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Directors Present at District Headquarters:	Thibault Robert, Vice President Reddy Pakala, Secretary Jacquelyn McMillan, Treasurer
---	---

Directors Absent:	Raul Avila, President Scott Quady, Director
-------------------	--

Staff Present at District Headquarters:	Kristine McCaffrey, General Manager Ian Prichard, Deputy General Manager Patrick Augusta, Distribution Crew Leader Fernando Baez, Manager of Engineering Omar Castro, Manager of Operations and Maintenance Tricia Ferguson, Manager of Human Resources and Risk Management Sarah Fleury, Executive Strategist Matt Gomez, Assistant Manager of Operations and Maintenance Henry Graumlich, Executive Strategist Charlotte Holifield, Manager of External Affairs Jennifer Lancaster, Manager of Water Resources Eric Meza, Maintenance Worker James Mojica, IT Specialist Tim Powers, Senior Project Manager Wes Richardson, Manager of Information Technology Dan Smith, Manager of Finance Kara Wade, Clerk of the Board
---	---

Staff Participating via Videoconference: Kat Ehret, Senior Communications Specialist
Jenyffer Vasquez, Principal Water Resources Specialist

Legal Counsel Present at District Headquarters: Walter Wendelstein, Wendelstein Law Group, PC, District Counsel

2. PUBLIC COMMENTS

None

3. ITEMS TO BE ADDED TO THE AGENDA – GOVERNMENT CODE 54954.2(b)

None

4. REVIEW OF THE AGENDA

None

5. PRESENTATIONS

- A. Presentation of the California Special Districts Association Ralph Heim Exceptional Outreach & Advocacy Award to Charlotte Holifield

Elaine Magner, Vice-Chair of the Pleasant Valley Recreation and Park District Board and Past President of the California Special Districts Association, and Nellie Cusworth, Chair of the Conejo Valley Recreation and Park District Board and President of the Ventura County Special Districts Association, presented the California Special Districts Association Ralph Heim Exceptional Outreach & Advocacy Award to Manager of External Affairs Charlotte Holifield. Elaine said that Charlotte demonstrated exceptional engagement with the public, legislature, and key stakeholders to promote, not only her District, but the entire special district community.

- B. Recognition of Maintenance Worker Eric Meza for Achieving T2 Treatment Operator Certification

The Assistant Manager of Operations and Maintenance recognized Eric Meza for achieving his T2 Treatment Operator Certification. The T2 Certification represents a key professional milestone, demonstrating essential technical knowledge and

operational competence critical to supporting the District's treatment processes. Eric is currently pursuing a T3 certification. The Board commended Eric for his continued commitment to advancing the District's operational excellence.

C. Recognition of Distribution Crew Leader Patrick Augusta for Achieving D4 Distribution Operator Certification

The Assistant Manager of Operations and Maintenance recognized Patrick Augusta for achieving his D4 Distribution Operator Certification. The D4 Certification represents an advanced level of technical expertise and operational competence, reflecting a significant commitment to ensuring the reliability and safety of the District's water distribution system. Patrick is currently pursuing a D5 certification. The Board commended Patrick for his continued commitment to supporting the District's operational excellence.

D. Introduction of New Executive Strategist Sarah Fleury

The General Manager introduced Sarah Fleury as Calleguas's new Executive Strategist. After an extensive recruitment process involving a highly-qualified pool of candidates, Sarah was selected for her strong understanding of water resources and policy, including the State Water Project, and her expertise in groundwater banking.

Sarah said she is excited about the opportunity to take her career to the next level. She explained that she has 25 years of water industry experience in various roles. In Colorado, she worked as a Water Treatment Operator before transitioning into conservation planning. After moving back to California, she served as a Water Resource Planner. She added that she is looking forward to learning more about the Metropolitan Water District of Southern California.

6. CONSENT CALENDAR

- A. Authorize the President or Vice President and the Secretary or Treasurer of the Board of Directors to Execute Gordian Work Order Package in the Amount of \$296,575.71 to Replace Deteriorating Electrical Infrastructure at the Lake Bard Water Filtration Plant as Part of the Networking Center Relocation and Administration Building Storage Room Addition (Project No. 620)

On a motion by Director McMillan, seconded by Director Pakala, the Board of Directors voted 3-0 to approve the Consent Calendar.

AYES: Directors McMillan, Pakala, Robert

NOES: None

ABSENT: Directors Avila, Quady

7. ACTION ITEMS

None

8. REPORTS

A. GENERAL MANAGER AND STAFF REPORTS

1. 2026 Strategic Plan Update: Presentation of Calleguas Management Team's Focal Issues – Ian Prichard, Deputy General Manager

The Deputy General Manager presented the report.

2. Potential Evaluation of New Capital Construction Charge – Dan Smith, Manager of Finance

The Manager of Finance presented the report. The Board requested that a subsequent discussion be agendaized with more specifics about the cost and timing of the study necessary to consider a potential new Capital Construction Charge.

3. SmartBall Inspection of Lindero Feeder – Matt Gomez, Assistant Manager of Operations & Maintenance, and Tim Powers, Senior Project Manager

The Senior Project Manager and Assistant Manager of Operations & Maintenance presented the report.

4. Metropolitan Water District of Southern California Update – Henry Graumlich, Executive Strategist

The Executive Strategist presented the report.

B. GENERAL COUNSEL REPORT

1. General Counsel's Report

No report.

C. BOARD OF DIRECTORS REPORTS

1. Committee Meeting Report

No report.

2. Directors' List of Administrative Code Reimbursable Meetings

Board members provided reports on various meetings that they attended that are subject to the District's reimbursement policy.

3. Discussion Regarding Upcoming Meetings to be Attended by Board Members

Board members reported their plans to attend various meetings not already on the list of Upcoming Meetings in the agenda packet.

The General Manager noted that the September 28 Special Board Meeting– Board Retreat has been canceled and will be rescheduled at a future date to be determined.

9. REQUEST FOR FUTURE AGENDA ITEMS

The Manager of Finance will provide more information regarding the cost and timing of a study for potential implementation of a Capital Construction Charge at a future Board meeting.

10. BOARD COMMENTS

None

11. INFORMATION ITEMS

A. Summary Report for the Metropolitan Water District of Southern California Board Meeting – September 15, 2026

12. CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d)(1) Conference with Legal Counsel
- Existing Litigation, Las Posas Valley Water Rights Coalition, et.al., v. Fox Canyon Groundwater Management Agency, et.al., Santa Barbara Superior Court Case No. VENCI00509700
 - Existing Litigation, OPV Coalition et. al. vs Fox Canyon Groundwater Management Agency, et. al., Santa Barbara Superior Court Case No. VENCI00555357

At 6:51 p.m., Director Avila adjourned to Closed Session to discuss Item 12.A as stated on the agenda. Closed Session began at 6:56 p.m.

CLOSED SESSION CONTINUING

At 7:50 p.m., Closed Session ended. At 7:53 p.m., Director Avila reconvened to Open Session.

Regarding Item 12.A, the Board received an update and no action was taken.

13. ADJOURNMENT

Director Robert declared the meeting adjourned at 7:53 p.m.

Hereby certified,

Reddy Pakala, Board Secretary



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCAFFREY
GENERAL MANAGER

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Wes Richardson, Manager of Information Technology

Subject: Item 7.B – Adopt Resolution No. 2139, A Resolution of the Board of Directors of Calleguas Municipal Water District Authorizing the Grant Application, Acceptance, and Execution for the State and Local Cybersecurity Grant Program

Objective: Improve resilience by enhancing cybersecurity through the replacement of unsupported end-of-life hardware and accomplish the mission in a cost-effective manner.

Recommended Action: Adopt Resolution No. 2139, A Resolution of the Board of Directors of Calleguas Municipal Water District Authorizing the Grant Application, Acceptance, and Execution for the State and Local Cybersecurity Grant Program.

Budget Impact: Allows the District to receive \$250,000 in grant funding.

Discussion: Calleguas has been notified that its application for \$250,000 in grant funding under the 2024 State and Local Cybersecurity Grant Program has been approved. The funding will be used to replace unsupported end-of-life hardware under a planned capital improvement project. As part of the requirements to receive this grant funding through the California Office of Emergency Services, the District must adopt this resolution, which includes appointing authorized agents to sign documents for acceptance and execution (which will be the General Manager and Deputy General Manager).

Attachment

Resolution No. 2139

RESOLUTION NO. 2139

A RESOLUTION OF THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

Be it resolved by the Board of Directors of the Calleguas Municipal Water District that the General Manager or Deputy General Manager is hereby authorized to execute for and on behalf of the named applicant, CALLEGUAS MUNICIPAL WATER DISTRICT, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

Fiscal Year 2024 State and Local Cybersecurity Grant Program

ADOPTED, SIGNED AND APPROVED this seventh day of October, 2026.

Raul Avila, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on October 7, 2026.

ATTEST:

Reddy Pakala, Secretary
Board of Directors



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

07C MEMO CONSENT CALENDAR

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCaffrey
GENERAL MANAGER

2100 OLSEN ROAD, THOUSAND OAKS, CA 91360 • (805) 526-9323 • CALLEGUAS.COM

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Dan Smith, Manager of Finance

Subject: Item 7.C – Receive and Affirm the Quarterly Capital Projects Report for the District's Activities through June 30, 2026

Objective: Accomplish the mission in a cost-effective manner and ensure infrastructure reliability by reporting to the Board the status of the current capital projects in progress at the District.

Recommended Action: Receive and affirm the Quarterly Capital Projects Report for the District's activities District through June 30, 2026.

Budget Impact: None. All amounts were paid in accordance with the project budget.

Discussion: Quarterly, staff reports to the Board the status of all capital projects in process at the District. The capital projects can be in various phases of the construction process. Each phase is approved by the Board separately with a budget request for that phase. The current report provides the capital project activity through June 30, 2026.

Attachment:
Capital Projects Report - Jun 2026

Calleguas MWD Capital Project Schedule and Expenditures - 2026-2nd Qtr

Proj#	Projects	Priority Ranking	Approved Budget	Prior Balance	2026 Apr	2026 May	2026 Jun	Project Total	Remaining Budget	% Budget Spent	Current Phase	Estimated Phase Completion
	<i>Improvements to Existing Facilities</i>											
582	Oxnard -SR Fdr & Santa Rosa Hydro Improvements	Medium	720,000	488,729	0	0	0	488,729	231,271	67.9%	Design	Mar-2027
603	Crew Building Improvements	High	20,954,000	2,215,947	6,405	642	591	2,223,585	18,730,415	10.6%	Design	Jun-2027
613	Wellfield No. 2 Solar System	High	4,715,000	115,134	21,362	12,931	26,585	176,012	4,538,988	3.7%	Design	Oct-2026
620	Network Center Relo & Admin Storage Improvements	High	5,040,000	2,122,795	286,784	187,618	174,648	2,771,845	2,268,155	55.0%	Construction	Nov-2026
621	LBWFP Buildings Roof Replacements	High	740,000	445,113	9,715	22,628	4,778	482,234	257,766	65.2%	Construction	Oct-2026
622	Crew Building Expansion - Civil & Electrical Work	High	286,000	225,472	1,477	739	739	228,427	57,573	79.9%	Design	Nov-2026
631	Lake Bard Water Filtration Plant Secondary Access Road	High	80,000	48,331	1,457	2,417	9,599	61,804	18,196	77.3%	Preliminary Design	Oct-2026
632	OSR2 Improvements	Medium	140,000	85,684	14,306	2,274	7,249	109,513	30,487	78.2%	Design	Dec-2026
	Improvements to Existing Facilities Total		32,675,000	5,747,205	341,506	229,249	224,189	6,542,149				
	<i>Rehabilitation, Replacement & Relocation</i>											
590	TOD Pump Station Rehabilitation	High	8,430,000	8,253,994	0	0	0	8,253,994	176,006	97.9%	Complete	
591	Lake Sherwood Pump Station Rehabilitation	High	6,100,000	6,025,031	13,044	18,460	8,175	6,064,710	35,290	99.4%	Post Construction	
592	Lindero Pump Station Rehabilitation	High	28,310,000	2,708,043	454,797	260,290	396,122	3,819,252	24,490,748	13.5%	Construction	Dec-2028
598	Broken Back Rehab, Phase 4	High	581,000	563,529	0	0	0	563,529	17,471	97.0%	Preliminary Design	Jun-2027
614	CCSB Strengthening for Metrolink Improvements	High	2,160,000	1,523,622	699	3,047	7,157	1,534,525	625,475	71.0%	Post Construction	
633	Lake Bard Housing Improvements	High	20,000	1,368	2,963	6,410	3,405	14,146	5,854	70.7%	Design	Nov-2026
638	24-inch Isolation Valve TOD Pump Station	High	364,000	20	10,828	11,256	5,972	28,076	335,924	7.7%	Design	Apr-2027
	Rehabilitation, Replacement & Relocation Total		45,965,000	19,075,607	482,331	299,463	420,831	20,278,232				

Calleguas MWD Capital Project Schedule and Expenditures - 2026-2nd Qtr

Proj#	Projects	Priority Ranking	Approved Budget	Prior Balance	2026 Apr	2026 May	2026 Jun	Project Total	Remaining Budget	% Budget Spent	Current Phase	Estimated Phase Completion
	<i>Outage Water Supply Reliability</i>											
450	LVMWD-CMWD Interconnection	High	37,252,779	36,311,329	10,958	27,431	18,666	36,368,384	884,395	97.6%	Post Construction	
480	Conejo Pump Station Rehabilitation	High	1,740,000	1,637,032	5,071	591	591	1,643,285	96,715	94.4%	Preliminary Design	Jun-2027
562	Calleguas-Ventura Interconnection	High	38,120,000	2,574,232	32,801	54,492	318,548	2,980,073	35,139,927	7.8%	Construction	Mar-2028
569	Smith Rd. Tank	High	5,761,000	1,613,747	1,872	43,220	27,609	1,686,448	4,074,552	29.3%	Design	Jun-2027
585	Crestview Well #8	High	2,100,000	890,294	0	0	0	890,294	1,209,706	42.4%	Design	Dec-2026
587	Lake Bard Pump Station	High	1,644,000	1,604,487	28,777	0	155	1,633,419	10,581	99.4%	Design	Dec-2026
589	Fairview Well Rehabilitation	High	1,167,000	811,492	0	512	0	812,004	354,996	69.6%	Design	Dec-2026
	Outage Water Supply Reliability Total		87,784,779	45,442,613	79,479	126,246	365,569	46,013,907				
	<i>Salinity Management Pipeline</i>											
536	SMP Phase 3	Low	4,241,000	1,369,468	4,118	129,101	89,688	1,592,375	2,648,625	37.5%	Design	Jul-2027
607	Somis Housing SMP Discharge Station	Medium	947,000	129,512	0	11,582	5,238	146,332	800,668	15.5%	Construction	Nov-2026
625	Marz Farms SMP Discharge Station	Medium	166,000	50,675	13,549	553	8,318	73,095	92,905	44.0%	Design	Dec-2026
	Salinity Management Pipeline Total		5,354,000	1,549,655	17,667	141,236	103,244	1,811,802				
	<i>Unplanned System Repairs</i>											
628	Unplanned System Repair 2025-26		1,150,920	0	0	0	0	0	1,150,920	0.0%	Unplanned	
629	Unplanned Pump, Hydro & Well Repairs 25-26		300,000	0	0	0	0	0	300,000	0.0%	Unplanned	
	Unplanned System Repairs Total		1,450,920	0	0	0	0	0				
	GRAND TOTAL		173,229,699	71,815,080	920,983	796,194	1,113,833	74,646,090	98,583,609	43.1%		

Calleguas Municipal Water District Capital Projects Descriptions

Improvements to Existing Facilities

Oxnard-Santa Rosa Feeder & Santa Rosa Hydro Improvements (582). Various rehabilitation, replacement, and upgrade improvements to address surge concerns, improve operability and reliability, and prevent failure of aging components.

Crew Building Improvements (603). Modifications to and expansion of existing Crew Building to provide sufficient space for existing and future O&M staff. Also includes provision of an appropriately sized and equipped Emergency Operations Center and meeting room.

Wellfield No. 2 Solar System (613). Construction of a 400 kilowatt solar system to generate electrical power under the Net Energy Metering 2.0 Tariff.

Network Center Relocation & Admin Storage Improvements (620). Construction of a new free standing 300 sqft CMU Building to host the relocated Networking Center, construction of a 200 sqft storage room addition to the Administration Building, relocation of the Networking Center from the Conejo Pump Station to the new Networking Center Building, and installation of Electric Vehicle Chargers at the Administration Building and Control Room.

LBWFP Buildings Roof Replacement (621). Roof replacements of LBWFP buildings, including the Pre-Ozone Contactor, Control, Ozone Generator, and Chemical Buildings

Crew Building Expansion Civil & Voltage Electrical Work (622). Civil and mechanical improvements in support of the Crew Building Expansion, including improvements to dry and wet utilities, replacement of the hydropneumatic pump station, grading and retaining wall installation, new parking stalls and medium voltage electrical work at the diesel standby generators.

Lake Bard Water Filtration Plant Secondary/Emergency Access Road (631). A secondary/emergency access road to the Lake Bard Water Filtration Plant (LBWFP) through the Arvada Court cul-de-sac located in the neighboring Wood Ranch residential development immediately to the east of the LBWFP.

Oxnard Santa Rosa Improvements (632). Construct a new isolation valve, a new pressure relief valve, and vaults on Oxnard Santa Rosa Feeder, Unit 2 (SR2) near OSR2 and the Somis Cross Tie.

Calleguas Municipal Water District Capital Projects Descriptions

Rehabilitation, Replacement & Relocation

Conejo Pump Station Rehabilitation (480). Replacement of pumps, motors, electrical systems, and piping to improve operability and reliability and prevent failure of aging components.

TOD Pump Station Rehabilitation (590). Replacement of pump controls, check valves and electrical systems to improve operability and reliability and prevent failure of aging components.

Lake Sherwood Pump Station Rehabilitation (591). Replacement of a variable frequency drive and electrical systems to improve operability and reliability and prevent failure of aging components. The project also includes the addition of a surge tank and a fourth larger pump to improve the ability to fill Lake Sherwood Reservoir under high demand conditions.

Lindero Pump Station Rehabilitation (592). Replacement of pumps, motors, electrical systems, and piping to improve operability and reliability and prevent failure of aging components.

CCNB Broken Back Rehabilitation, Phase 4 (598). Rehabilitate and/or strengthen segments of CCNB that are vulnerable to "broken back" failures. Phase 4 will rehabilitate five locations on CCNB located between the intersections of Madera Road and Country Club Drive and Cochran and First Streets.

CCSB Liner at Metrolink Sta Crossing (614). Strengthen approximately 160 LF of CCSB, a 51-inch prestressed concrete cylinder pipe, with carbon fiber reinforced polymer liner to meet the structural requirements of Metrolink's current railroad right-of-way utility crossing standard and accommodate the addition of a second railroad track in Simi Valley.

Lake Bard Housing Improvements (633). Replace three staff houses and their detached garages located at Lake Bard.

TOD Pump Station Surge Relief Vault Isolation Valve Replacement (638). Replace four 24-inch butterfly isolation valves (two per surge relief valve) in the TOD Pump Station Surge Relief Vault. The existing isolation valves no longer seal when closed, preventing staff from fully dewatering or isolating the surge relief valves.

Outage Water Supply Reliability

LVMWD-CMWD Interconnection (450). Pump Station/pressure reducing station, approximately 6,100 LF of 30-inch welded steel pipeline, turnout relocation, and reverse flow valve to enable the delivery of potable water between Calleguas's and Las Virgenes MWD's systems.

Calleguas-Ventura Interconnection (562). Approximately 18,670 LF of 30-inch WSP and pressure regulating and meter station to enable the delivery of potable water between Calleguas's and the City of Ventura's systems.

Smith Road Tank (569). Construct a 3.5 million gallon aboveground steel tank located at Smith and Kuehner Roads in Simi Valley and connected to both Calleguas Conduit North Branch (CCNB) and Calleguas Conduit South Branch (CCSB) enabling Calleguas to meet demands in the Simi Valley Region during a short-term outage of imported water.

Calleguas Municipal Water District Capital Projects Descriptions

Outage Water Supply Reliability (continued)

Crestview Well #8 (585). Joint effort between Crestview Mutual Water Company and Calleguas to construct an additional Crestview well to provide additional water supply in an outage.

Lake Bard Pump Station, Lake Bard Water Filtration Plant Flow Meter, and Lake Bard Outlet Tower Improvements (587). Installation of three 350 hp pumps to enable ~2,988 AF of Lake Bard water that cannot currently be treated by the Lake Bard Water Filtration Plant (LBWFP) due to insufficient hydraulic head to be pumped through the treatment process, addition of a 60-inch flowmeter upstream of the LBWFP, and replacement of the five 48-inch butterfly valves at the Lake Bard Outlet Tower.

Fairview ASR Well Rehabilitation (589). Perform well rehabilitation and system upgrades to enable the existing Fairview Well (which was originally an aquifer storage and recovery well but has not been operated since 1998) to supply groundwater to VCWWD1, which is largely dependent on imported water from Calleguas.

Salinity Management Pipeline

SMP Phase 3 (536). Approximately 26,400 linear feet (LF) of 24-inch PVC or HDPE pipe from the intersection of Upland and Lewis Roads in Camarillo to Santa Rosa and Hill Canyon Roads in the Santa Rosa Valley to serve Las Virgenes Municipal Water District (LVMWD) and Triunfo Water and Sanitation District's PureWater Project and a planned Camrosa desalter.

Somis Housing SMP Discharge Station (607). Discharge station to meter and sample the discharge of recycled water from the developer's wastewater treatment plant to the SMP.

Marz Farm SMP Discharge Station (625). Discharge station to meter and sample the discharge of brine from the growers' reverse osmosis groundwater treatment system to the SMP.

Unplanned System Repairs

Unplanned Distribution System Repairs (628). Although the need for specific emergency repair projects cannot be identified, it is anticipated that emergency repairs will periodically be required. This serves as a placeholder for future projects which have not yet been identified.

Pump, Hydroelectric Generators & Well Repairs (629). Although the need for specific pump and well repair projects cannot be identified, it is anticipated that these repairs will periodically be required during the fiscal year. Due to the nature and cost of these repairs, these items will need to be capitalized per the District's fixed asset policy. This serves as a placeholder for future projects which have not yet been identified.



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCaffrey
GENERAL MANAGER

2100 OLSEN ROAD, THOUSAND OAKS, CA 91360 • (805) 526-9323 • CALLEGUAS.COM

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Dan Smith, Manager of Finance

Subject: Item 7.D - Receive and Affirm the Quarterly Consultant Report for the District's Contracted Activities through June 30, 2026

Objective: Accomplish the mission in a cost-effective manner by reporting to the Board the status of the current contracts in process at the District.

Recommended Action: Receive and affirm the Quarterly Consultant Report for the District's contracted activities through June 30, 2026.

Budget Impact: All items were paid in accordance with the budget.

Discussion: Quarterly, staff reports to the Board the status of all consultants under contract with the District. It is important to utilize consultants/professional service contractors to assist staff in working effectively and efficiently to accomplish the mission of the District. All contracts have been approved in accordance with Ordinance No. 18 and the District's Administrative Code. The current report provides all funds spent on these contracts through June 30, 2026.

Attachment: Consultant Report - Jun 2026

Professional Services Contract Amounts
 Consultant Report - Not to Exceed
 Open Contracts with a Fixed Scope of Work and Fee
 As of June 30, 2026

07D-1 CONSENT CALENDAR

	Contract	Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
1	P&I49	ENG	Perliter & Ingalsbe	Design - SMP Phase 3 and LVMWD/TWSD JPA PureWater Project SMP Discharge Station (536)	\$2,848,000	\$1,027,996	\$1,820,004	36%
2	KJC64	ENG	Kennedy Jenks Consultants	Bid Phase and Engineering Services - Lindero Pump Station Rehabilitation (592)	\$1,800,000	\$255,932	\$1,544,068	14%
3	P&I45	ENG	Perliter & Ingalsbe	Design - Calleguas-Ventura Interconnection (562)	\$1,693,601	\$1,546,451	\$147,150	91%
4	P&I46	ENG	Perliter & Ingalsbe	Design - Smith Road Tank (569)	\$1,636,236	\$857,156	\$779,080	52%
5	P&I53	ENG	Perliter & Ingalsbe	Bidding & Construction Services - Calleguas-Ventura Interconnection (562)	\$1,500,000	\$50,132	\$1,449,868	3%
6	PCE17	ENG	Phoenix Civil Engineering, Inc.	Bid & Construction Phase Services - LVMWD-CMWD Interconnection (450)	\$1,449,958	\$1,208,361	\$241,596	83%
7	KJC41	ENG	Kennedy Jenks Consultants	Design - Lake Bard Pump Station, LBWFP Flowmeter, and Lake Bard Outlet Tower Improvements (587)	\$1,258,250	\$994,015	\$44	79%
8	KJC65	ENG	Kennedy Jenks Consultants	Bid Phase and Engineering Services - Networking Center Relocation & Admin Bldg Storage Room Addition (620)	\$1,023,286	\$376,914	\$646,372	37%
9	HDR11	ADM	HDR Engineering, Inc.	Study - Brackish GW Desalting Upper Calleguas Creek Watershed	\$990,978	\$114,161	\$876,817	12%
10	KJC69	ENG	Kennedy Jenks Consultants	Bid Phase and Engineering Services - LBWFP Site Civil & Electrical Improvements (622)	\$724,945	\$29,088	\$695,858	4%
11	KJC52	ENG	Kennedy Jenks Consultants	Preliminary Design - Conejo Pump Station Rehabilitation (480)	\$685,804	\$652,108	\$33,696	95%
12	P&I35	ENG	Perliter & Ingalsbe	Design - Santa Rosa Hydro Improvements (582)	\$577,495	\$523,234	\$54,261	91%
13	NDI30	ENG	Northern Digital, Inc.	PLC, OIT, and SCADA Development Services - Lindero Pump Station Rehabilitation (592)	\$554,000	\$200,343	\$353,657	36%

Professional Services Contract Amounts
Consultant Report - Not to Exceed
Open Contracts with a Fixed Scope of Work and Fee
As of June 30, 2026

	Contract	Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
14	NDI22	ENG	Northern Digital, Inc.	Control Systems Integration Services - LVMWD-CMWD Interconnection (450)	\$550,430	\$520,018	\$30,412	94%
15	ACO36	ENG	All Connected	As Needed IT Services - Network Center Relocation & Admin Storage (620)	\$547,954	\$292,698	\$255,256	53%
16	P&I39	ENG	Perliter & Ingalsbe	Bid & Construction Phase Services - Lake Sherwood Pump Station Rehabilitation (591)	\$509,940	\$439,034	\$70,906	86%
17	INT07	ADM	Intera Incorporated	Aquifer Storage & Recovery (ASR) Project Operation Plan	\$392,437	\$0	\$392,437	0%
18	KJC58	ADM	Kennedy Jenks Consultants	Grant Administration Services - Prop 1 Round 2 IRWM Implementation Grant	\$324,470	\$117,475	\$206,995	36%
19	BGC19	ADM	Bondy Groundwater Consulting, Inc.	Preparation of ASR Project Operations Plan	\$278,000	\$9,986	\$268,015	4%
20	KJC66	ENG	Kennedy Jenks Consultants	Bid Documents - Existing Crew Bldg. Improvements & Crew Bldg Expansion (603RR)	\$261,165	\$201,811	\$59,354	77%
21	AEG01	RES	Aspen Environmental Group	Preperation of Environmental Impact Report - Smith Road Tank (569)	\$256,007	\$230,090	\$25,917	90%
22	TCB01	O&M	TCB Industrial, Inc.	Preventative & Corrective Maintenance Hydroelectric Generators	\$250,000	\$27,197	\$222,803	11%
23	V&A02	ENG	V & A Consulting Engineers, Inc.	Condition Assessment Svs - Lindero Feeder No. 2	\$238,920	\$64,261	\$174,659	27%
24	KJC68	ENG	Kennedy Jenks Consultants	Bid Documents - LBWFP Site Civil & Electrical Improvements (622)	\$218,040	\$161,616	\$56,424	74%
25	MKN09	ENG	Michael K. Nunley & Associates, Inc.	Design - Fairview Well Rehabilitation (589)	\$214,067	\$50,883	\$163,184	24%
26	KJC60	ENG	Kennedy Jenks Consultants	Bid Phase Services and Engineering Services During Construction - Crew Building Improvements (603)	\$203,950	\$75,390	\$128,560	37%

Professional Services Contract Amounts
 Consultant Report - Not to Exceed
 Open Contracts with a Fixed Scope of Work and Fee
 As of June 30, 2026

	Contract	Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
27	KJC63	ENG	Kennedy Jenks Consultants	Amendment 5 for Bid Documents for Admin Building Storage Room Addition (620) and LBWFP Roof Replacements (621) - Crew Building Improvements (603)	\$197,903	\$94,978	\$102,926	48%
28	KJC46	ADM	Kennedy Jenks Consultants	Grant Administration Services - Prop 1 Round 1 IRWM Implementation Grant	\$182,390	\$108,731	\$73,659	60%
29	TVE04	ENG	Terraverde Energy LLC	ASR Wellfield No. 2 Solar & Battery Procurement (613)	\$146,520	\$47,494	\$99,026	32%
30	PCE25	ENG	Phoenix Civil Engineering, Inc.	Design Services during Construction - CCSB Strengthening for Metrolink SCORE Improvement (614)	\$136,000	\$35,356	\$100,644	26%
31	WSC02	RES	Water Systems Consulting, Inc.	Urban Water Management Plan	\$120,000	\$93,978	\$26,022	78%
32	NDI32	ENG	Northern Digital, Inc.	Somis Housing SMP Discharge Station (607)	\$117,840	\$11,005	\$106,835	9%
33	KJC67	ENG	Kennedy Jenks Consultants	Bid Phase and Engineering Services - LBWFP Roof Replacement (621)	\$110,614	\$23,475	\$87,139	21%
34	MKN10	ENG	Michael K. Nunley & Associates, Inc.	Final Design - Marz Farms SMP Discharge Station (625)	\$108,055	\$29,019	\$79,036	27%
35	P&I52	ENG	Perlter & Ingalsbe	Design - OSR2 Improvements (632)	\$102,621	\$81,764	\$20,857	80%
36	PAP01	ENG	Provost & Pritchard Consulting Group	Tank Condition Assessments-Newbury Park & Lake Sherwood Tanks	\$97,500	\$0	\$97,500	0%
37	NIG03	FIN	Nigro & Nigro, PC	Audit Services FY 2025-2027	\$91,500	\$25,500	\$66,000	28%
38	AEG02	RES	Aspen Environmental Group	Annexation Geodatabase	\$84,252	\$51,819	\$32,433	62%
39	MKN11	ENG	Michael K. Nunley & Associates, Inc.	Engineering Services During Construction - Somis Housing SMP Discharge Station (607)	\$84,090	\$7,947	\$76,144	9%

Professional Services Contract Amounts
Consultant Report - Not to Exceed
Open Contracts with a Fixed Scope of Work and Fee
As of June 30, 2026

	Contract	Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
40	KJC61	ENG	Kennedy Jenks Consultants	CalARP Program Seismic Evaluation of Chlorine System and Ammonia Systems, Grimes Canyon Disinfection Facility	\$83,712	\$58,031	\$25,681	69%
41	LDN03	ADM	Leadership Development Network	Leadership Development Workshops - Behaviors & Conflict	\$79,900	\$20,658	\$59,242	26%
42	MKN06	ENG	Michael K. Nunley & Associates, Inc.	Design - Somis Farmworker Housing SMP Discharge Station (607)	\$77,218	\$75,170	\$2,048	97%
43	OWE01	ADM	One Water Econ, LLC	Economic Analyses of New Salinity Management Pipeline Segment	\$74,980	\$22,498	\$52,482	30%
44	WCI01	ADM	Woodard & Curran, Inc.	Development of a Regional Water Exchange Framework	\$74,958	\$53,812	\$21,146	72%
45	RAF02	FIN	Raftelis Financial Consultants, Inc.	Cost of Service Study & Report	\$64,465	\$29,904	\$34,561	46%
46	MNS18	ENG	MNS Engineers	Preliminary Design - Lake Bard Water Filtration Plant / Emergency Access Road (631)	\$60,242	\$45,628	\$14,615	76%
47	AEG07	IT	Aspen Environmental Group	Proposal to Evaluate District's GIS System	\$58,385	\$21,799	\$36,586	37%
48	CCM25	ENG	Contractor Compliance & Monitoring	Labor Compliance Services - Lindero Pump Station Rehabilitation (592)	\$53,520	\$11,150	\$42,370	21%
49	INT06	ADM	Intera Incorporated	Technical Support for the LPVB Technical Advisory Committee	\$47,731	\$4,263	\$43,468	9%
50	KJC71	ENG	Kennedy Jenks Consultants	Architectural Services to Prepare Bid Package - Remodeling House 3	\$41,280	\$26,717	\$14,563	65%
51	RCI21	ENG	Rincon Consultants, Inc.	Title XVI WIIN Application for Calleguas Watershed Brackish Groundwater Program (SMP, Phase 3 Component)	\$39,073	\$32,561	\$6,512	83%
52	BVI01	RM	Bureau Veritas North America, Inc.	Wildfire Facility Hardening Assessment	\$35,964	\$20,720	\$15,244	58%

Professional Services Contract Amounts
Consultant Report - Not to Exceed
Open Contracts with a Fixed Scope of Work and Fee
As of June 30, 2026

	Contract	Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
53	PCE26	ENG	Phoenix Civil Engineering	Design for TOD PS Vault Isolation Valves Replacement (638)	\$34,999	\$24,325	\$10,674	70%
54	STC11	ENG	Staheli Trenchless Consultants	Design Review Services - Calleguas-Ventura Interconnection (Project No. 562)	\$32,976	\$26,535	\$6,441	80%
55	RCI24	ENG	Rincon Consultants, Inc.	Oxnard-Santa Rosa Feeder Unit 2 Improvements (632)	\$25,924	\$6,400	\$19,524	25%
56	PCE27	ENG	Phoenix Civil Engineering	Pipeline Mods. for SmartBall Leak Detection - Lindero Pump Station Rehabilitation (592)	\$18,228	\$2,468	\$15,761	14%
57	MNS17	ENG	MNS Engineers	Post Construction Surveying Services for Groundwater Monitoring Wells	\$17,808	\$14,570	\$3,238	82%
58	AEG04	RES	Aspen Environmental Group	"Find My Water Provider" Web Map	\$17,802	\$14,805	\$2,997	83%
59	TVE03	ENG	Terraverde Energy LLC	ASR Wellfield No. 2 Solar System - SGIP Application Services	\$14,400	\$10,800	\$3,600	75%
60	CCM24	ENG	Contractor Compliance & Monitoring	Labor Compliance Services - Network Center Relocation & Admin Storage (620)	\$10,500	\$9,750	\$750	93%
61	WFS04	FIN	Willdan Financial Services	Standby Charge Administration	\$10,000	\$8,687	\$1,313	87%
62	LWA29	ENG	Larry Walker Associates	Stormwater Pollution Prevention Plan Review - Crew Building Improvements (603)	\$9,600	\$6,819	\$2,782	71%
63	CSV07	RM	Casavan Consulting	Reformat and Update SPCC Plans for Three Facilities	\$8,000	\$5,600	\$2,400	70%
64	CCM27	ENG	Contractor Compliance & Monitoring	Labor Compliance Services - CCSB Strengthening for Metrolink Imp (614)	\$7,200	\$3,600	\$3,600	50%
65	CCM26	ENG	Contractor Compliance & Monitoring	Labor Compliance Services - LBWFP Roof Replacements (621)	\$3,600	\$1,500	\$2,100	42%

Professional Services Contract Amounts
Consultant Report - Not to Exceed
Open Contracts with a Fixed Scope of Work and Fee
As of June 30, 2026

	Contract	Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
				Totals	\$23,569,683	\$11,196,181	\$12,373,502	48%

Calleguas Municipal Water District Professional Services Contract Amounts
Consultant Report - Time & Materials
Contracts Without a Fixed Scope of Work and Fee
As of June 30, 2026

	Contract #	Department	Consultant	Description	Approved Expenditures for FY 2025-26	Total Expended	Unexpended Remainder	% Used
66	NV506	ENG	NV5, Inc.	Field Testing of Soils, Concrete and Asphalt - 2025-2026	\$600,000	\$38,633	\$561,367	6%
67	A&B14	ENG	A and B Electric Company, Inc.	Inspection & Consulting Services - 2025-2026	\$500,000	\$387,473	\$112,527	77%
68	OTS14	ENG	On-Site Technical Services	Pipe/Valve/Welding Inspection - 2025-2026	\$320,000	\$16,699	\$303,301	5%
69	HJA11	ENG	Hamner Jewell & Associates	Right-of-Way Services - 2025-2026	\$150,000	\$137,689	\$12,311	92%
70	BGC16	ADM	Bondy Groundwater Consulting, Inc.	Groundwater Consulting Services - 2025-2026	\$75,000	\$72,688	\$2,312	97%
71	P&I51	ENG	Perlitter & Ingalsbe	Consulting, Design & Inspection Services - 2025-2026	\$75,000	\$15,573	\$59,428	21%
72	RCI23	ENG	Rincon Consultants, Inc.	CEQA and Permitting - 2025-2026	\$65,000	\$7,829	\$57,171	12%
73	ACO37	IT	All Connected	IT Technical Assistance - 2025-2026	\$50,000	\$9,860	\$40,140	20%
74	NDI31	IT	Northern Digital, Inc.	SCADA Work - 2025-2026	\$50,000	\$21,008	\$28,993	42%
75	WEC11	ENG	Water & Energy Consulting	Renewable Energy & Interconnection Consulting - 2025-2026	\$35,000	\$0	\$35,000	0%
76	KJC70	ENG	Kennedy Jenks Consultants	Construction Inspection & Hydraulic Modeling - 2025-2026	\$30,000	\$19,934	\$10,066	66%
77	DMC02	RES	Dragon Media Co.	Digital Communications Consulting Services - 2025-2026	\$25,000	\$11,785	\$13,215	47%
78	LET12	O&M	Lettis Consultants International, Inc.	Dam Engineering & Geology Support - 2025-2026	\$25,000	\$20,400	\$4,600	82%
79	PCE24	ENG	Phoenix Civil Engineering	Civil Engineering & Drafting Support - 2025-2026	\$25,000	\$5,130	\$19,870	21%
80	PRM02	HRRM	Paladin Risk Management Limited, LLC	Insurance Compliance - 2025-2026	\$25,000	\$7,400	\$17,600	30%
81	B&C16	ENG	Benner and Carpenter	Surveying & Related Support - 2025-2026	\$15,000	\$0	\$15,000	0%
82	AEG06	RES	Aspen Environmental Group	Environmental Consulting Services - 2025-2026	\$10,000	\$6,219	\$3,781	62%

	Contract #	Department	Consultant	Description	Approved Expenditures for FY 2025-26	Total Expended	Unexpended Remainder	% Used
83	LDN02	ADM	Leadership Development Network	Leadership Development Workshops - 2025-2026	\$10,000	\$953	\$9,047	10%
84	NHC13	ENG	Northwest Hydraulic Consultants, Inc.	Pressure Surge Analysis - 2025-2026	\$10,000	\$0	\$10,000	0%
85	LWA33	ENG	Larry Walker Associates	NPDES Permit Compliance - 2025-2026	\$9,000	\$0	\$9,000	0%
86	STC12	ENG	Staheli Trenchless Consultants	Technical Assistance & Construction Inspection - 2025-2026	\$5,000	\$0	\$5,000	0%
Totals					\$2,109,000	\$779,273	\$1,329,727	37%



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCAFFREY
GENERAL MANAGER

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Fernando Baez, P.E., Manager of Engineering

Subject: Item 7.E – Authorize the President of the Board and the General Manager to Sign the Right-of-Way Agreement, Escrow Documents, and Certificate of Acceptance for the Easement Deed for CMWD Parcel No. 6307 for the Calleguas-Ventura Interconnection (Project No. 562)

Objective: Accept the easements to allow for the construction of the Calleguas-Ventura Interconnection.

Recommended Actions: Authorize the President of the Board and the General Manager to sign the Right-of-Way Agreement, Escrow Documents, and Certificate of Acceptance for the Easement Deed for CMWD Parcel No. 6307 for the Calleguas-Ventura Interconnection (Project No. 562).

Budget Impact: None. Capital project budget was previously allocated for construction of and right-of-way acquisition for the Calleguas-Ventura Interconnection (Project No. 562).

Discussion: Construction of the Calleguas portion of the pipeline for the Calleguas-Ventura Interconnection requires easements on land outside of the public right-of-way, including an easement from the Vacca trust. Staff worked with the Vacca trustees to finalize the easement agreement and deed, culminating with the granting of the easements. The property is located in the Camarillo area as shown on the attached map. The Easement Deed includes a permanent easement for the pipeline and a temporary easement to facilitate construction. The purchase price for all easements was based on detailed formal appraisals.

With the acceptance of these easements, eight out of the ten required easements will have been acquired. The remaining easements are being negotiated with the property owners and will be brought to the Board for consideration once they are ready.

Attachments:

- Right-of-Way Location Map

- Right-of-Way Agreement
- Escrow Instructions
- Escrow Estimated Closing Statement
- Easement Deed

Calleguas - Ventura Interconnection, Project 562

Right-of-Way location map

October 7, 2026

Right-of-way Legend

Already acquired	
Current acquisition	
Pending	
Encroachment permit	
Within Calleguas parcel	

07E-1 CONSENT CALENDAR

Vacca Trust
CMWD parcel No. 6307

Google Earth

3000 ft



PARCEL NO.: 157-0-010-090

PROJECT: Calleguas - Ventura Interconnection (Project No. 562)

TITLE REPORT NO.: 4001-6903692

ESCROW NO.:

DISTRICT PARCEL NO.: 6307

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

Glenn M. Vacca and Fern K. Vacca, Co-Trustees of the Anna Margaret Noble Trust dated May 18, 1993, as to an undivided 1/3 interest; Glenn M. Vacca and Michael A. Vacca, Successor Co-Trustees of The Raymond F. Vacca Trust, as to an undivided 1/3 interest and Fern K. Vacca, as Successor Trustee of the Charles P. Vacca and Fern K. Vacca Family Trust dated December 27, 1995, as to an undivided 1/3 interest

hereinafter collectively referred to as "Grantor", and

Calleguas Municipal Water District

hereinafter called "District."

An Easement Deed ("Deed") covering the property rights particularly described therein, has been executed concurrently with this Agreement and delivered to District representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Deed and shall relieve the District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of Eighty-One Thousand Nine Hundred Sixty-Seven Dollars (\$81,967), as consideration in full for the real property interests being conveyed in the referenced Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in District free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way.

B. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

D. PROPERTY RESTORATION - Shall, upon completion of construction, generally restore the surface of the easement areas described in the referenced Deed to a comparable or better condition than that which existed prior to District's project construction, to the extent reasonably practical, except in areas where surface appurtenances such as markers, manholes, air vents, instrumentation cabinets, bollards, and access vaults may be located.

E. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by District or its officers, employees or agents specifically arising from District's project construction and restoration work on Grantor's property or as a direct result of District's operation of District facilities on Grantor's property.

F. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced and cause the same to be recorded in the office of the Ventura County Recorder at such time as when clear title can be conveyed to the District.

3. The Grantor:

A. SUBORDINATION OF LIENS - Agrees that Grantor will obtain, at Grantor's sole cost, the subordination of any encumbrance, lien, mortgage or deed of trust recorded against the real property owned by Grantor, or to otherwise obtain the written approval of any lender or creditor holding an encumbrance, lien, mortgage or deed of trust on such real property of the Deed, as described in the preliminary title report issued by First American Title Company, dated January 15, 2026, referenced as Order No: 4001-6903692.

B. HARVESTING OF CROPS - Agrees to harvest, or to assure that all crops growing within the Easement areas being conveyed to District by the herein referenced Easement Deed are harvested, prior to the commencement of the Temporary Construction Easement, provided that District provides Grantor with a written ninety (90) day advance Notice of Commencement of Construction and stakes the easement boundaries within 30 days of issuing such Notice. Grantor agrees not to replant, nor allow others to replant, anything within said Easement areas after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by District on Grantor's property.

C. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Easement Areas described in the referenced Deed. Grantor agrees to hold the District harmless and reimburse District for any and all of its losses and expenses occasioned by reason of any undisclosed lease of said property held by tenant of Grantor.

4. The Parties agree:

A. ESCROW - To open an escrow in accordance with this Agreement at Camarillo Escrow Company. This Agreement constitutes the joint escrow instructions of District and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, District will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. District agrees to deposit the purchase price upon demand of Escrow Agent. District and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a

general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between District and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after District's acquisition.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
 - a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's Real Property subject to this transaction, as required to convey clear title.
 - b) Pay and charge District for any escrow fees, charges and costs payable under Paragraph 2.B. of this Agreement.
 - c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by District and Grantor.
 - d) Following recording of Deed from Grantor, provide District with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$81,967 issued by Frist American Title Company showing that title to the herein Easements described in the Deed are vested in District, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes.
 - 2) Items No.'s 1-10, 12, 13 & 16-22, of the preliminary title report issued by First American Title Company, dated August 31, 2026, referenced as Order No: 4001-6903692, and other items that may be approved by District in writing in advance of the close of escrow.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor is unable to deliver title within a reasonable period of time in accordance with the terms of this Agreement, the District may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deed, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

F. SETTLEMENT PROPOSAL - This Agreement represents Grantor's settlement proposal and is expressly subject to and contingent upon District's acceptance and approval. Deposit into escrow of a fully executed copy of this Agreement constitutes acceptance and approval by District. District shall not be bound to the terms and conditions herein unless and until this Agreement has been approved and ratified by the Board of the District and has been executed by the appropriate District official(s) acting in their authorized capacity.

G. DISTRICT BOARD APPROVAL - This Agreement is subject to and conditioned upon approval and ratification by the Board of the Calleguas Municipal Water District. This Agreement is not binding upon the District until executed by the appropriate District official(s) acting in their authorized capacity.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTORS:

Anna Margaret Noble Trust dated May 18, 1993

By: Glenn M. Vacca
Glenn M. Vacca, Co-Trustee

Date: 9/11/26

By: Fern K. Vacca
Fern K. Vacca, Co-Trustee

Date: 9/18/26 ^{18 DU.}

The Raymond F. Vacca Trust

By: Glenn M. Vacca
Glenn M. Vacca, Successor Co-Trustees

Date: 9/11/26

By: Michael A. Vacca
Michael A. Vacca, Successor Co-Trustees

Date: 9/11/2026

Charles P. Vacca and Fern K. Vacca Family Trust dated December 27, 1995

By: Fern K. Vacca
Fern K. Vacca, Successor Trustee

Date: 9/18/26

MAILING ADDRESS OF GRANTOR:

Vacca Trust et al
9993 Auburn Sose Ave.

Las Vegas, Nevada, 89143

DISTRICT:

Calleguas Municipal Water District

By: _____
Raul Avila, President, Board of Directors

Date: _____

By: _____
Kristine McCaffrey, General Manager

Date: _____

MAILING ADDRESS OF DISTRICT:

Calleguas Municipal Water District

2100 East Olsen Road

Thousand Oaks, CA 91360-6800



445 ROSEWOOD AVENUE, SUITE L, CAMARILLO, CA 93010 805-389-6626 • FAX 805-389-6625

SUPPLEMENTAL INSTRUCTIONS & GENERAL PROVISIONS

TO: Camarillo Escrow Company

Date: September 23, 2026

Escrow Officer: Debbie Hansen & Gina Larson

Escrow Number: 11807

CAMARILLO ESCROW COMPANY IS LICENSED AS AN ESCROW AGENT BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, LICENSE #9631741

"The parties to this escrow agree that they will notify Escrow Holder, by separate written notice, of any changes, additions and/or deletions made to these escrow instructions. Such notice will be delivered concurrently with the delivery of these escrow instructions to the Escrow Holder."

AGREEMENT FOR ACQUISITION OF EASEMENTS AND JOINT ESCROW INSTRUCTIONS.:

Escrow Holder has received and acknowledged an executed copy of RIGHT OF WAY AGREEMENT AND JOINT (ESCROW INSTRUCTIONS) . Only those paragraphs or applicable portions thereof in the Agreement dealing with financing, escrow, allocation of costs, title and vesting, prorations, property taxes and Seller's assignment of proceeds necessary to pay the broker commission, if any constitute the instructions which you are to use, along with any mutual instructions, to close the transaction described therein. We will execute additional instructions, documents and forms necessary to complete this transaction. Escrow Holder's general provisions are attached hereto and are incorporated into these instructions. To the extent provisions of the Agreement are inconsistent or contrary to the agreement, it is agreed that the escrow will control as to the duties of Escrow Holder.

DEPOSIT OF CLOSING FUNDS: Pursuant to Federal Regulations and the California Insurance Code, all funds deposited for close of escrow by parties hereto **MUST** be in one of the following forms, Direct electronic "wire" transfer into escrow trust account. (please contact Escrow Holder for wiring instructions). Bank charges for wire transfers shall be paid by the party for whose benefit the wire transfer is made.

A) **CHANGES, SUPPLEMENTS AND/OR ADDITIONS:** FURTHER, NOTWITHSTANDING ANY PROVISIONS CONTAINED TO THE CONTRARY IN THE REAL ESTATE PURCHASE CONTRACT AND ANY COUNTER OFFERS, ADDENDUMS OR SUPPLEMENTS THERETO, the following provisions are changed, supplemented and/or added:

B) **TAX WITHHOLDING:** 1) Under the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445, every Buyer must, unless an exemption applies, deduct and withhold 10% of the gross sales price from Seller's proceeds and send it to the Internal Revenue Service, if the Seller is a "foreign person" under that statute. 2) In addition, under California Revenue and Taxation Code Section 18662, every Buyer must, unless an exemption applies, deduct and withhold 3 1/3% of the gross sales price from Seller's proceeds and send it to the Franchise Tax Board (FTB): If the subject property is not Seller's principal residence, or if the Seller is a corporation with no permanent place of business in California. 3) Penalties may be imposed on a responsible party for non-compliance with the requirements of these statutes and related regulations. Seller and Buyer agree to execute and deliver any instrument, affidavit, statement, or instruction reasonably necessary to carry out these requirements, and to withholding of tax under those statutes if required. (SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS AND/OR CALIFORNIA RESIDENCY (C.A.R. Form AS-14), OR BUYER'S AFFIDAVIT (C.A.R. Form AB-11), IF APPLICABLE, SHALL SATISFY THESE REQUIREMENTS.) **FRANCHISE TAX BOARD – REAL ESTATE WITHHOLDING: SELLER WILL COMPLETE A CALIFORNIA 593 FORM PRIOR TO THE CLOSE OF ESCROW. IF SELLER IS SUBJECT TO REAL ESTATE WITHHOLDING REQUIREMENTS, ESCROW HOLDER WILL WITHHOLD FROM SELLER'S PROCEEDS 3 1/3% OF THE TOTAL SALES PRICE AND SEND IT TO THE FRANCHISE TAX BOARD ON SELLER'S BEHALF.**

C) **FACSIMILE SIGNATURES/DOC U SIGN:** In the event any party utilizes "Facsimile" or "Doc U Sign" transmitted signed instructions to Escrow Holder, you are to rely on same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. Parties herein are advised that documents with non-original signatures may not be accepted for recording by the County Recorder, thus making impossible the closing of this escrow without the submission of original documents.

* * * * *

BY SETTING FORTH HIS/HER FULL AND COMPLETE SIGNATURE HEREINBELOW AND BY INITIALING ALL OTHER PAGES, INCLUDING THE "GENERAL PROVISIONS", AS INDICATED THEREON, ("EXECUTION") EACH PARTY TO THIS ESCROW ACKNOWLEDGES RECEIPT OF SAME AND AGREES THAT SUCH EXECUTION SHALL BE DEEMED HIS/HER FULL ACCEPTANCE AND APPROVAL OF, CONCURRENCE IN, AND AGREEMENT TO BE BOUND BY, ALL OF THE TERMS, PROVISIONS, CONDITIONS, CONTINGENCIES, INSTRUCTIONS AND AGREEMENTS CONTAINED HEREIN, IN THEIR ENTIRETY.

BUYERS INITIALS 

SELLERS INITIALS _____

The Anna Margaret Noble Trust Dated May 18, 1993

By: Glenn M. Vacca, Co-Trustee

By: Fern K. Vacca, Co-Trustee

The Raymond F. Vacca Trust

By: Glenn M. Vacca, Successor Trustee

By: Michael A. Vacca, Successor Trustee

The Charles P. Vacca and Fern K. Vacca Family
Trust Dated December 27, 1995

By: Fern K. Vacca, Successor Trustee

Calleguas Municipal Water District

By: Raul Avila, President, Board of Directors

By: Kristine McCaffrey, General Manager

GENERAL PROVISIONS

YOU ARE FURTHER INSTRUCTED AND IT IS FURTHER AGREED OR ACKNOWLEDGED BY SELLER AND BUYER THAT:

1. Time is of the essence of these and all additional or amended instructions. If this escrow is not in condition to close on the last date specified herein for delivery of funds and documents, a party who then shall have fully complied with the instructions may, in writing, demand the return of his money and/or property. However, if none have complied, any party may demand the return of his money and/or property. IF NO SUCH DEMAND IS MADE, CLOSE THIS ESCROW AS SOON AS POSSIBLE. IF THIS ESCROW IS NOT TO BE CLOSED, YOU ARE TO RETURN TO EACH PARTY ONLY THE MONEY AND/OR PROPERTY WHICH HE DEPOSITED INTO ESCROW.
2. Seller represents and warrants, and you shall be fully protected in assuming that, as to any insurance policy handed you, such policy is in force, has not been hypothecated, and that all necessary premiums therefore have been paid. You will transmit the assignment of any insurance policy handed you for use in this escrow, but you shall not be responsible for verifying the receipt or acceptance of the assignment of the policy by the insurance company. ESCROW HOLDER SHALL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OR ACCEPTANCE OF THE ASSIGNMENT BY THE INSURANCE COMPANY. Seller and Buyer acknowledge that if the insurance company should fail to receive or accept said assignment, the insurance company may deny coverage for any loss suffered by the Buyer. IT IS THE OBLIGATION OF THE BUYER OR HIS REPRESENTATIVE TO VERIFY THE RECEIPT AND ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE INSURANCE COMPANY.
3. Order the title search immediately. Unless otherwise instructed, you are authorized to obtain a policy of title insurance through any title insurance company authorized to conduct business in the county in which the above described property is located.
4. The parties jointly instruct you that should the vesting and/or legal description established in the initial escrow instructions change during the course of the escrow, you are authorized to correct the grant deed to comply with such changes, provided that you are in receipt of an amended vesting instruction and/or a preliminary title report which shows the correct legal description. You shall make any such correction even though the grant deed has already been executed.
5. You shall not be liable for any error of judgment of for any act done or omitted by you in good faith, or for any mistake of fact or law, except for your own willful misconduct. You shall have no duties to anyone by reason of these instructions except the undersigned.
6. If any party to these instructions applies for a loan on the above described property, you are authorized to furnish the prospective lender any information it requests concerning this escrow.
7. All funds received in this escrow shall be deposited with other escrow funds in a trust escrow account for CAMARILLO ESCROW COMPANY, and may be transferred freely among such trust account or accounts.
8. Buyer and Seller are aware that the property will be reassessed upon change of ownership. A supplemental tax bill will be received by the Buyer, which may reflect an increase or decrease in taxes based on appraised property value. If there is an impound account for taxes with a Lender, the amount of the periodic impound payment may change.
9. All periods of time referred to in these instructions shall include all Saturdays, Sundays and State or National Holidays, unless the period of time specifies business days. If business days are specified, a business day is any day other than Sundays and State or National Holidays. However, if the date for the last date to perform any act or of giving any notice with respect to these instructions shall fall on a Saturday, Sunday, or State or National Holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or National Holiday.
10. In the event any Offer to Purchase, Deposit Receipt, or any other form of Purchase Agreement is deposited in this escrow, it is understood that such document shall be effective only as among the parties signing said document. You as Escrow Holder are not to be concerned with the terms of such document and are relieved of all responsibility in connection therewith. You are to be concerned only with the directives specifically set forth in these escrow instructions and amendments thereto. Further, you are not to be concerned or liable for items designated as "memoranda" in these escrow instructions nor with any other agreement or contract between the parties. You are authorized to furnish copies of escrow instructions, supplements, amendments, or notices of cancellation and closing statements in this escrow to real estate broker(s) and lender(s) referred to in this escrow. You are not required to submit any title report issued in connection with this escrow to any party or agent unless directed to do so by written mutual instructions. You may, however, do so without incurring liability to any party for such submission. You are hereby authorized to submit such report to any proposed lender.
11. If there is no compliance by any party to this escrow within any six-month period after any time limit date as set forth in these escrow instructions or written extension thereof, your agency obligation may be terminated at your sole option and all documents, monies or other items held by you should you elect to terminate your agency obligation shall be returned to the respective parties depositing thereto, less fees and charges herein provided.
12. Should this escrow cancel for any reason, you are entitled to a cancellation fee in accordance with you schedule in effect from time to time. Any such cancellation fee may be deducted from any funds on deposit with you. If this escrow has been inactive for a period of twelve (12) consecutive months you are authorized to deduct from any funds on deposit with you, a monthly service fee, in accordance with your schedule from time to time.
13. If any check submitted to escrow is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.
14. You are hereby authorized to deposit any funds or documents handed you under these escrow instructions, or cause the same to be deposited, with any duly authorized sub-escrow agent, subject to your order at or prior to close of escrow, in the event such deposit is necessary or convenient for the consummation of this escrow.
15. All parties hereto understand and agree that these instructions when executed by the parties hereto become effective only when they have been deposited with and accepted by you. You have the right to destroy these instructions and papers related to this escrow after five (5) years from date of close of escrow.
16. NO NOTICE, DEMAND, OR CHANGE OF INSTRUCTIONS SHALL BE OF ANY EFFECT IN THIS ESCROW UNLESS GIVEN IN WRITING BY ALL PARTIES AFFECTED THEREBY. In the event conflicting demands or notices are made or served upon you or any controversy arises between the parties hereto, or with third persons arising out of or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and performances of, this escrow, until you receive written notification satisfactory to you of the settlement of the controversy by agreement of the parties thereto or by final judgment of a court of competent jurisdiction. You may at your option in case of any conflict or controversy interplead the property and monies you hold in this escrow by filing an interpleader action with the appropriate court. All of the parties in this escrow hereby jointly and severally promise and agree to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against, all litigation and interpleader costs, damages, judgments, attorney fees, expenses, obligations, and liabilities of every kind which, in good faith, you may incur or suffer in connection with or arising out of this escrow, whether said litigation, interpleader, obligations, liabilities, or expenses arise during the performance of this escrow, or subsequent thereto, or directly or indirectly.
17. You are not to be concerned with the giving of any disclosures required by Federal or State law, specifically but not exclusively, RESPA (Real Estate Settlement Procedures Act), Regulation Z (Truth in Lending Disclosures), or any other warnings, or any warranties, express or implied. Nor are you to be concerned with the effect of zoning ordinances, land division regulations, or building restrictions, which may pertain to or affect the land or improvements that are the subject of this escrow. Nor are you to be concerned with the giving of any disclosures required by any local, state or federal taxing authorities, or other warnings, or any warranties, express or implied, including, but not limited to the Foreign Investment in Real Property Act.
18. You shall not be responsible or liable in any matter whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in escrow, or as to the identity, authority or rights of any person executing the same, either as to documents of record of those handled in this escrow. Your duties hereunder shall be limited to the safekeeping of such money and documents received by you as Escrow Holder, and for the disposition of the same in accordance with the written instructions accepted by you for this escrow. You shall not be required to take any action in connection with the collection, maturity or apparent illegality of any obligations deposited in this escrow, unless otherwise instructed.
19. You shall have no responsibility for notifying any of the parties of this escrow of any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent, and parties to this, and/or escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in any other escrow.
20. You shall make payment to or for, or delivery documents to or for any party only if in your exclusive judgment such payment or delivery may be made without your incurring any liability and you shall have no obligation to pay any costs or charges for the account of any party hereto except from funds deposited by the party to be charged. As a condition to close the escrow you may require that all interested parties approve in writing the final documents and instructions to be delivered hereunder. All disbursements are to be made by your check and you are to deliver all checks and documents to the parties entitled hereto. You may use regular mail to the parties' respective addresses shown herein. Recordation of any instruments delivered through this escrow, if necessary or proper and the issuance of the policy of title insurance called for, is authorized. You shall instruct the County Recorder to mail recorded instruments to the parties entitled thereto.
21. These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.
22. The parties hereto jointly and severally agree to pay all costs, damages, judgments, and expenses, including reasonable attorneys' or any fees, suffered or incurred by you in connection with or arising out of this escrow. You shall have a first lien on the property, including monies and papers held under this escrow for such compensation and expenses.



445 ROSEWOOD AVE., SUITE L, CAMARILLO, CA 93010 (805) 389-6626 • FAX (805) 389-6625

BUYER/BORROWER STATEMENT
Estimated

File No.: 11807
Officer/Escrow Officer: Debbie Hansen & Gina Larson

Printed Date/Time: 09/28/2026 - 10:46:47AM
Page 1 of 1
Closing Date:
Disbursement Date:

Buyer/Borrower: Calleguas Municipal Water District
2100 East Olsen Rd., Thousand Oaks, CA 91360-6800
Seller: The Anna Margaret Noble Trust Dated May 18, 1993, The Raymond F. Vacca Trust and The Charles P. Vacca and Fern K. Vacca
Family Trust Dated December 27, 1995
Vacca Trust Et Al, 9993 Auburn Sose Ave, Las Vegas, NV 89143
Property: Camarillo, CA 93012

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION	81,967.00	
TITLE CHARGES		
Owner's Premium for 81,967.00: First American Title Company	670.00	
Recording Service Fee: First American Title Company	23.00	
ESCROW CHARGES TO: Camarillo Escrow Company		
Settlement Agent Fee	1,000.00	
ADDITIONAL DISBURSEMENTS:		
Miscellaneous Fee: Refundable Cushion	250.00	
SUBTOTALS	83,910.00	
DUE FROM BUYER/BORROWER		83,910.00
TOTALS	83,910.00	83,910.00

Calleguas Municipal Water District

Raul Avila, President

Kristine McCaffrey, General Manager

Debbie Hansen & Gina Larson, Escrow Officer

Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
3183 Duncan Road, Suite E
San Luis Obispo, CA 93401

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

Calleguas Municipal Water District

EASEMENT DEED

Calleguas - Ventura Interconnection (Project No. 562)

APN: 157-0-010-090
CMWD Parcel No. 6307

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GLENN M. VACCA AND FERN K. VACCA, CO-TRUSTEES OF THE ANNA MARGARET NOBLE TRUST DATED MAY 18, 1993, AS TO AN UNDIVIDED 1/3 INTEREST; GLENN M. VACCA AND MICHAEL A. VACCA, SUCCESSOR CO-TRUSTEES OF THE RAYMOND F. VACCA TRUST, AS TO AN UNDIVIDED 1/3 INTEREST AND FERN K. VACCA, AS SUCCESSOR TRUSTEE OF THE CHARLES P. VACCA AND FERN K. VACCA FAMILY TRUST DATED DECEMBER 27, 1995, AS TO AN UNDIVIDED 1/3 INTEREST ("GRANTOR")

do(es) hereby GRANT to the

CALLEGUAS MUNICIPAL WATER DISTRICT ("DISTRICT")

the following interests in real property:

A **Permanent Easement** in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water or wastewater conduit, consisting of one or more underground water or wastewater pipelines and related facilities. These related facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground; provided that any surface or above ground physical facilities shall be located and otherwise consistent with the construction plans dated March, 2026, unless any new facilities have been approved in advance by Grantor, which approval shall not be unreasonably withheld. This easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the City of Camarillo, County of Ventura, State of California, and is described in Exhibit "A," attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described and depicted in Exhibit "B", attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the District's principal offices.

2. District shall have the non-exclusive right of ingress and egress for personnel, vehicles, and construction equipment within the Easement Area at any time, without prior notice.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the District's underground facilities, District shall have the right to maintain the height of earth or other fill over District's underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the District's facilities without the District's written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that District facilities may be damaged.

4. This easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District's exercise of the rights described herein, including the right to use the Easement Area for agricultural purposes excepting vegetation which endangers the integrity of District Facilities; provided, however, that District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the District's written consent, which interfere with District's use of the Easement Area. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with District's ability to use the Easement Area.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the District, which approval shall not be withheld unreasonably; and

A Temporary Construction Easement for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and depicted in Exhibit "C", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by District of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of District Facilities and restoration of the Temporary Construction Easement Area, or one (1) year after the effective date of the Notice of Commencement of Construction, whichever occurs first; however, District shall have the right to extend the Temporary Construction Easement term for a maximum of three (3) extensions of three (3) months each if District determines that additional time beyond the one year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor **Two Thousand Twenty-Five Dollars (\$2,025)** for each three-month extension term exercised. Payment for any such

extension(s) shall be paid by District to Grantor concurrent with District's written notice to Grantor of District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2029.

This Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTORS:

Anna Margaret Noble Trust dated May 18, 1993

By: Glenn M. Vacca
Glenn M. Vacca, Co-Trustee

Date: 9/11/26

By: Fern K. Vacca
Fern K. Vacca, Co-Trustee

Date: 9/18/26

The Raymond F. Vacca Trust

By: Glenn M. Vacca
Glenn M. Vacca, Successor Co-Trustees

Date: 9/11/26

By: Michael A. Vacca
Michael A. Vacca, Successor Co-Trustees

Date: 9/11/2026

Charles P. Vacca and Fern K. Vacca Family Trust dated December 27, 1995

By: Fern K. Vacca
Fern K. Vacca, Successor Trustee

Date: 9/18/26

ACKNOWLEDGMENT

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

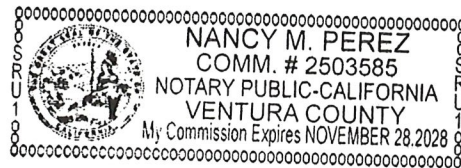
State of California
County of Ventura

On 9/11/26 before me, Nancy M. Perez, Notary Public, personally appeared John M. Vacca, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Nancy M. Perez (Seal)



ACKNOWLEDGMENT

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

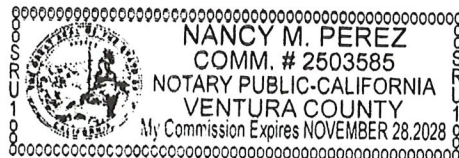
State of California
County of Ventura

On 9/11/26 before me, Nancy M. Perez, Notary Public, personally appeared Michael A. Vacca, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Nancy M. Perez (Seal)



ACKNOWLEDGMENT

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

State of ~~California~~ Nevada

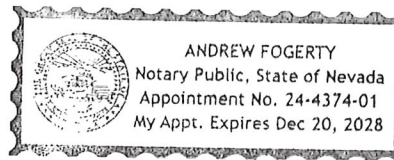
County of Clark

On 9/18/20 before me, Andrew Fogarty, Notary Public, personally appeared Fern Vacca, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



ACKNOWLEDGMENT

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

This is to certify that the interest in real property conveyed by the deed or grant dated _____, from Glenn M. Vacca and Fern K. Vacca, Co-Trustees of the Anna Margaret Noble Trust dated May 18, 1993, as to an undivided 1/3 interest; Glenn M. Vacca and Michael A. Vacca, Successor Co-Trustees of The Raymond F. Vacca Trust, as to an undivided 1/3 interest and Fern K. Vacca, as Successor Trustee of the Charles P. Vacca and Fern K. Vacca Family Trust dated December 27, 1995, as to an undivided 1/3 interest, is hereby accepted by order of the Board of Directors of Calleguas Municipal Water District on _____, pursuant to authority conferred by Ordinance No. 18, which the Calleguas Municipal Water District Board of Directors adopted on July 21, 2021, and the grantee consents to the recordation thereof by its duly authorized officers.

Dated: _____

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Raul Avila, President, Board of Directors

By: _____
Kristine McCaffrey, General Manager

STATE OF CALIFORNIA)

S S

COUNTY OF VENTURA)

I, _____, Clerk of the Board of Directors of Calleguas Municipal Water District, DO HEREBY CERTIFY that the attached and foregoing is a full, true and correct copy of Ordinance No. 18 of said Board, and the same has not been amended or repealed.

By: _____
Clerk of the Board

Dated: _____

ORDINANCE NO. 18

AN ORDINANCE OF CALLEGUAS MUNICIPAL WATER DISTRICT COVERING THE AUTHORITY OF OFFICERS TO EXECUTE CONTRACTS AND INSTRUMENTS

WHEREAS, Calleguas Municipal Water District (the "District") is a public agency and special district created in 1953 by a vote of the electorate and organized pursuant to the Municipal Water District Act of 1911, as amended; and

WHEREAS, the District is a member agency of the Metropolitan Water District of Southern California ("Metropolitan" or "Metropolitan Water District"). Metropolitan is a consortium of 26 cities and water districts which cooperatively plan and manage water supply resources for approximately 17 million people in parts of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura counties; and

WHEREAS, the District's mission is to provide the service area with a reliable supplemental supply of regional & locally developed water in an environmentally and economically responsible manner.; and

WHEREAS, it is necessary for the District to enter into contracts and instruments from time to time in order to carry out its mission; and

WHEREAS, the Board of Directors has determined that it is appropriate to adopt a policy governing the authority of certain officers of the District to bind the District by contract or instrument;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CALLEGUAS MUNICIPAL WATER DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY. That, subject to all applicable provisions of the Municipal Water District Act of 1911, as amended, the following policies for binding the District by contract or instrument are hereby adopted and shall become effective on the date adopted by the Board of Directors.

SECTION 2. DEFINITIONS.

(a) "Administrative Code" shall mean the Administrative Code adopted by the Board of Directors, as may be amended from time to time by the Board of Directors.

(b) "Board of Directors" shall refer to the Board of Directors of the Calleguas Municipal Water District.

(c) "Contract" means any oral or written agreement to do or not to do a certain thing, including, without limitation, a purchase or sale contract, lease, contract for services, purchase order, employment agreement, and any amendment, extension, modification or addendum to any contract. "Contract" and "agreement" are synonymous.

(d) "District" shall mean the Calleguas Municipal Water District, duly organized under and by virtue of the Municipal Water District Act of 1911, as amended.

(e) "General Manager" shall refer to the person then serving as General Manager, or Acting General Manager (as defined in the Administrative Code), of the District.

(f) "Instrument" shall mean any document that states some contractual relationship or grants some right, including without limitation deeds, promissory notes, powers of attorney, and negotiable instruments.

SECTION 3. CONTRACTING AUTHORITY. The authority to enter into and sign contracts and instruments for and on behalf of the District is hereby delegated as follows:

(a) President, Vice President, Secretary and Treasurer. The following contracts and instruments will require two signatures including the signature of either the President or Vice President of the District and the signature of either the Secretary or Treasurer of the District:

(i) All general construction contracts in the amount of Thirty-Five Thousand Dollars (\$35,000.00) or more;

(ii) All materials procurement contracts in the amount of One-Hundred Thousand Dollars (\$100,000.00) or more;

(iii) All contracts and instruments relating to the issuance or acquisition of bonds or other financing;

(iv) All settlement agreements, consent decrees and all other contracts and instruments relating to litigation;

(v) All contracts for the retention of accounting and legal services.

(b) General Manager and President or Vice President. The following contracts and instruments will require the signature of either the President or the Vice President of the District and the signature of the General Manager:

(i) All contracts and instruments providing for the purchase, sale, exchange and/or other conveyance of real estate, or any interest therein, including, without limitation, all purchase and sale agreements, deeds, leases, right-of-way agreements, licenses, and easements, *except for* temporary construction easements as described in Subsection (c)(v) of this Section 3.

(c) General Manager. The General Manager is authorized to enter into and sign for and on behalf of the District the following contracts and instruments, and may do so without the prior approval of the Board of Directors, or any other person, except as expressly required hereunder:

(i) Contracts for the retention of professional services as follows:

Fixed scope and fee	\$100,000
Paid for on a time and materials basis	\$100,000 in one fiscal year

(ii) Contracts relating to employment and termination of employment as follows:

(aa) The General Manager has the power and authority to hire and discharge employees and assistants of the District, other than those referred to in Section 71340 of the California Water Code. In accordance therewith, the General Manager is authorized to prescribe duties, fix compensation, and enter into and sign on behalf of the District all employment contracts, letters offering employment, and all termination or separation agreements, subject, however, to all of the following:

(1) The General Manager shall comply with all applicable requirements of the Administrative Code, including without limitation the duty to fix compensation within the applicable salary range authorized by the Board of Directors from time to time, and the duty to periodically report to the Board of Directors concerning certain employment related actions;

(2) All employment contracts and letters offering employment with respect to a newly created employment position, not previously authorized by the Board of Directors, shall require the advance approval of the Board of Directors;

(3) All contracts or agreements relating to the termination or separation of an employee from employment with the District that provide for payment or payments to the employee totaling more than two (2) months' salary and benefits shall require the advance approval of the Board of Directors.

(iii) All contracts with public agencies, utilities, railroads, and private property owners that relate to the construction, protection, or relocation of the District's facilities within rights-of-way owned or to be acquired by such entities, *except for* those construction contracts referenced in Subsection (a)(i) of this Section 3;

(iv) All performance bonds, payment bonds, and agreements for escrow deposits in lieu of retention withholdings associated with those construction contracts referenced in Subsection (a)(i) of this Section 3;

(v) All temporary construction easements or "right of entry" agreements with property owners, for durations of less than three (3) years, in connection with construction projects or operations and maintenance activities;

(vi) All contracts for construction services in amounts less than \$35,000, or the lease or purchase of materials, supplies and equipment in amounts less than \$100,000.

(vii) All contracts necessary to respond to an emergency in accordance with the requirements of Section 22050 of the California Public Contract Code;

(viii) Water sale contracts, including, without limitation, construction water contracts for the sale of construction water to contractors working on construction projects with the District and such other contractors as deemed necessary and appropriate by the General Manager, purchase orders for the sale of water to purveyors of the District, and contracts for construction of turnouts for purveyors of the District;

(ix) All contracts of insurance including, without limitation, insurance policies and endorsements for general liability, workers' compensation, automobile, and health benefits for employees of the District;

(x) All contracts for the purchase or sale of utility services, including without limitation electricity, gas, and water;

(xi) All construction change orders in which each individual change to the work is both less than \$100,000 and less than 25% of the original construction contract amount; The Manager of Engineering and Project Managers also have authority to sign Change Orders on terms as set forth in the District Administrative Code, as amended from time to time;

(xii) Any contract or instrument, not otherwise provided for in this Ordinance, that has been approved in advance by the Board of Directors.

(d) Designated Employees. Certain employees designated under the District Administrative Code have the authority to make purchases and sign purchase orders, contracts, and notice to proceed letters up to the limits set forth in the District Administrative Code, as amended from time to time.

SECTION 4. GENERAL TERMS AND CONDITIONS.

(a) Authority of the Board of Directors. The express authority delegated hereunder shall not restrict or otherwise limit the general authority of the Board of Directors to bind the District by contract or instrument as provided under applicable law, including, without limitation California Water Code Section 71300.

(b) Delegation to Positions. The delegation of authority hereunder is to positions, not to individuals. As of the effective date of this Ordinance, any outstanding delegation of signature authority to individuals which is inconsistent with this Ordinance is hereby void.

(c) Further Delegation. Except for the right of the General Manager to delegate his/her authority as provided in the Administrative Code, no officer or agent given authority to bind the District hereunder shall have the right or power to delegate that authority without the express written consent of the Board of Directors.

SECTION 5. LEGAL CHALLENGES. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance by section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. ADMINISTRATION. All contracts and instruments entered into by or on behalf of the District shall be in accordance with the authority delegated under this Ordinance, unless amended, modified, changed or repealed by the Board of Directors by resolution or ordinance.

SECTION 7. CONFLICTS. To the extent that this Ordinance conflicts with the terms of the Administrative Code or any resolution or ordinance previously adopted by the Board of Directors with respect to the delegation of authority to bind the District by contract or instrument, this Ordinance shall govern.

SECTION 8. EFFECTIVE DATE AND SUNSET. This Ordinance shall be given effect at 12:01 a.m. on August 20, 2021. This Ordinance shall not have a sunset date.

ADOPTED, SIGNED AND APPROVED this 21st day of July, 2021.

DocuSigned by:

Steve Blois

08C5B4FB066041C...

Steve Blois, President
Board of Directors

On a motion by Director Avila, and seconded by Director Santamaria, the foregoing ordinance is adopted upon this 21st day of July 2021, by the following vote:

AYES: Directors Avila, Quady, Santamaria, Blois

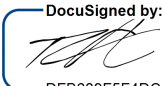
NOES: None

ABSTAINING: None

ABSENT: Director Waters

I HEREBY CERTIFY that the foregoing Ordinance was adopted at a regular meeting of the Board of Directors of Calleguas Municipal Water District held on July 21, 2021,.

ATTEST:



DFB689F5F4DC4F5...
Raul Avila, Secretary
Board of Directors

(SEAL)

Exhibit A

Real Property Legal Description

Real property in the City of Camarillo, County of Ventura, State of California, described as follows:

Parcel 1: (Portion of APN: 157-0-010-090)

A portion of Lot Fifty (50), RANCHO LAS POSAS, in the County of Ventura, State of California, according to the map thereof on file in the office of the County Recorder of said county in Book 3, Miscellaneous Records at Page 22, and more particularly described as follows:

Beginning at a 1 1/4 -inch iron pipe marked with a metal tag stamped "SGB -LS -1842" set in the exterior boundary line no. 1 of said RANCHO LAS POSAS distant North 73° 52' 00" East 455.05 feet from a 2 -inch iron pipe set in concrete set for the Northeast corner of Lot 6, Section 28, Township 2 North, Range 21 West, San Bernardino Meridian; thence from said Point of Beginning.

1st: North 30° 39' 50" West 348.19 feet to a 1 1/4-inch pipe marked with a metal tag stamped "SGB-LS-1842"; Thence,

2nd: South 71° 38' 00" West 273.48 feet to a 4-inch pipe fence post set in concrete; thence,

3rd: South 43° 33' 00" East 367.70 feet to a point in said exterior boundary of line no. 1 of RANCHO LAS POSAS; a 4 -inch fence post set in concrete bears North 16° 08' 00" West 0.50 feet; thence,

4th: North 73° 52' 00" East 191.32 feet along said line no. 1 to the Point of Beginning.

Except all of the water, oil, gas or other hydrocarbon substances underlying said land, together with the right to mine, drill, explore or remove them, without being liable for any injury or damage to the grantee, or to the surface of said land, or to anything therein or thereon from any cause whatsoever, or for surface subsidence caused by removing any of the same.

Parcel 1A: (Portion of APN: 157-0-010-090)

Those portions of Lot 6, Section 28, Township 2 North, Range 21 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the Official Plat of the survey of said land filed July 10, 1873, in the district land office and of Lot 50, RANCH LAS POSAS, said County of Ventura, State of California, according to the map recorded in Book 3 Page 22 of Maps, described as a whole as follows:

Beginning at a point in the Easterly line of said Lot 6, distant along said Easterly line North 0° 40' 03" East 39.69 feet from the Southeasterly corner of said Lot 6, at the Southeasterly corner of the land described in the deed to Charles Vacca, et al., recorded August 6, 1963, as Document No. 45342 in Book 2369 Page 285 of official records; thence along the Southerly line of said last mentioned land

to and along the Northerly line of the land described in the deed to the State of California, recorded April 26, 1963, as Document No. 23894 in Book 2313 Page 511 official records.

1st: - North 83° 33' 28" West 764.65 feet, more or less, to the Easterly line of the land described in the deed to Albert L. Metz and wife, recorded September 12, 1940, in Book 624 Page 66 of official records; thence along said Easterly line,

2nd: North 0° 22' 30" West 1494.58 feet to a 1 1/2-inch iron pipe, marked L.S. 1842 set in the Northerly line of the land described in Parcel 1 in the deed to Adolf Hartje, Jr., recorded December 2, 1937, in book in Book 545 Page 30 of official records; thence along the Northerly line of said Parcel 1,

3rd: North 73° 02' 00" East 782.20 feet to a 1 1/2-inch pipe marked "L.S. 1842", set at the Northeasterly corner of said Parcel 1; thence along the Easterly line thereof,

4th: South 0° 48' 00" East 485.2 feet, more or less to a point distant along said Easterly line North 0° 48' 00" West 339.78 feet from a 2 -inch iron pipe set at the Northeasterly corner of said Lot 6, at the most Northerly corner of the land described in the deed to Peter Vacca and wife, recorded February 20, 1940, in Book 606 Page 605 of official records; thence along the Northeasterly line of said last mentioned land,

5th: - South 44° 21' 00" East 367.70 feet to a point on the Southerly line of said Lot 50, at the most Easterly corner of said land of Peter Vacca; thence along said Southerly line,

6th: - South 73° 02' 00" West 263.73 feet to said Northeasterly corner of Lot 6; thence along the Easterly line of said Lot 6,

7th: - South 0° 43' 00" West 864.94 feet to the Point of Beginning.

Parcel 2: (APN: 157-0-010-165)

An undivided one-half interest in and to the following described tract of land herein referred to as well site. A portion of Lot 50 of RANCHO LAS POSAS, in the County of Ventura, State of California, described as follows:

Beginning at a point in the West line of Parcel "1" herein described distant thereon South 0° 22' 30" East 317.30 feet from a 1 1/2 -inch iron pipe with a steel cap stamped "L.S. 1842" set at the Northwest corner of said Parcel "1"; thence from said Point of Beginning.

1st: - South 75° 07' 30" West 349.50 feet to a point; thence,

2nd: - North 14° 52' 30" West 6.00 feet to a point; thence,

3rd: - South 75° 07' 30" West 20.00 feet to a point; thence,

4th: - South $14^{\circ} 52' 30''$ East 20.00 feet to a point; thence,

5th: - North $75^{\circ} 07' 30''$ East 20.00 feet to a point; thence,

6th: - North $14^{\circ} 52' 30''$ West 6.00 feet to a point; thence,

7th: - North $75^{\circ} 07' 30''$ East 344.41 feet to a point in the West line of said Parcel "1"; thence along said west line

8th: - North $0^{\circ} 22' 30''$ West 8.26 feet to the Point of Beginning.

EXHIBIT "B"

**LEGAL DESCRIPTION FOR
PERMANENT EASEMENT LYING WITHIN DEED RECORDED OCTOBER 5, 2022 AS
INSTRUMENT NO. 2022000098845 O.R.
APN 157-0-010-090**

A PORTION OF LOT 50 OF THE RANCHO LAS POSAS, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF LOT 6, SECTION 28, TOWNSHIP 2 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ALBERT L. METZ AND WIFE, RECORDED SEPTEMBER 12, 1940, IN BOOK 624 PAGE 66 OF OFFICIAL RECORDS IN SAID COUNTY WITH THE NORTHERLY LINE OF PARCEL 1, DESCRIBED IN THE RELINQUISHMENT RECORDED NOVEMBER 1, 1965, AS DOCUMENT NO. 79035, IN BOOK 2889 PAGE 528 OF OFFICIAL RECORDS, RECORDED IN SAID COUNTY RECORDERS OFFICE;

THENCE ALONG THE EASTERLY LINE NORTH 01°02'19" EAST 60.27 FEET;

THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 83°33'28" EAST 691.43 FEET;

THENCE NORTH 51°26'32" EAST 16.03 FEET TO A POINT WHICH IS 60.00 FEET WESTERLY AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LOT 6, SECTION 28, TOWNSHIP 2 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN;

THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT 6, NORTH 00°41'40" EAST 829.50 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 6 OF TRACT 5671-2 RECORDED IN BOOK 170 PAGES 91 THROUGH 99 OF MAPS, IN THE CITY OF CAMRILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA IN THE OFFICE OF THE COUNTY RECORDER,

THENCE NORTHEASTERLY ALONG SAID PROLONGATION NORTH 74°26'45" EAST 62.50 FEET;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 6 TRACT 5671-2, SOUTH 00°41'40" WEST 28.12 FEET;

PERMANENT EASEMENT IN 2022000098845 OR
CONTINUED

THENCE SOUTH 74°26'45" WEST 34.37 FEET TO A POINT WHICH IS 33.00 FEET
WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF LOT 6 TRACT 5671-2;

THENCE SOUTHERLY PARALLEL WITH AND DISTANT WESTERLY 33.00 FEET FROM
THE WESTERLY LINE OF LOT 6 TRACT 5671-2, SOUTH 00°41'40" WEST 883.66 FEET TO
THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 1,
NORTH 83°33'28" WEST 27.14 FEET;

THENCE NORTH 00°41'40" WEST 30.15 FEET;

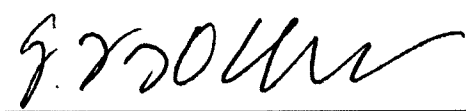
THENCE PARALLEL WITH AND DISTANT NORTHERLY 30.00 FEET FROM SAID
PARCEL 1, NORTH 83°33'28" WEST 678.97 FEET;

THENCE SOUTH 01°02'19" WEST 30.13 FEET TO THE NORTHERLY LINE OF SAID
PARCEL 1;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 1,
NORTH 83°33'28" WEST 25.11 FEET TO THE **POINT OF BEGINNING**.

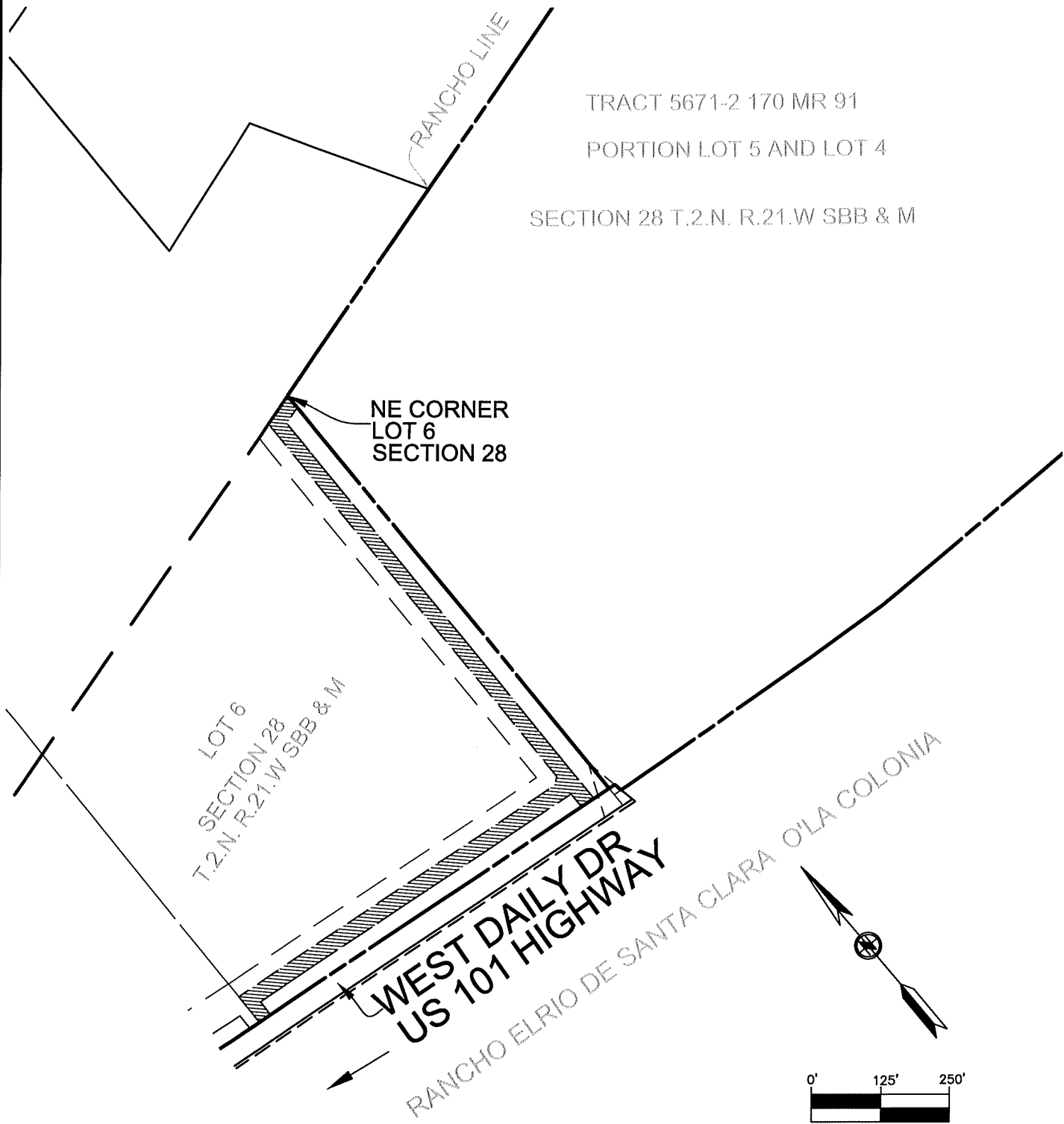
PARCEL CONTAINS 1.086 ACRES, OR 47,347 SQUARE FEET, MORE OR LESS.

EXHIBIT B SHEETS 3 THROUGH 6 OF 6 IS INCLUDED HEREIN AND MADE A PART
HEREOF.

 6/9/25

GREGORY D. HINDSON
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 5670
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP





LEGEND



INDICATES AREA OF LEGAL DESCRIPTION

G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Calleguas-Ventura Interconnection Project 562_P&I\Acad Drawings\PERM ESMT EXHIBIT.dwg Date:06/06/25 02:20p mkhudave



213 624 2881 TEL.
818 937 9899 TEL.
919 W. GLENOAKS BLVD 2ND FL.
GLENDAL, CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'B'

PERMANENT EASEMENT
APN: 157-0-010-090

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

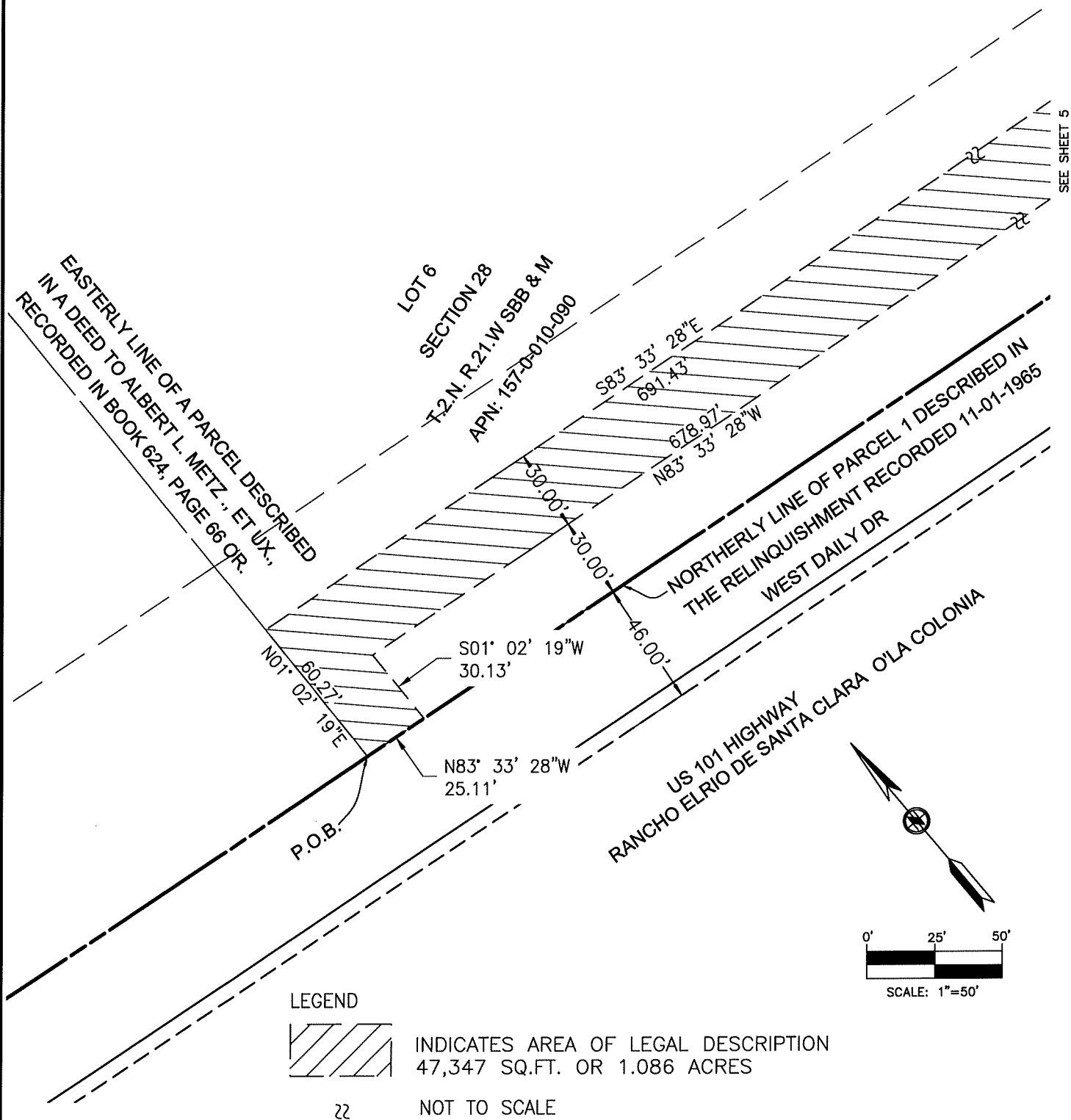
DATE: JUNE, 2025

JOB # LA21363

DRAWN MK

SCALE 1"=250'

SHEET 3 OF 6



G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Calleguas-Ventura Interconnection Project 562_P&\Acad Drawings\PERM ESMT EXHIBIT.dwg Date:06/06/25 02:21p mkhudave



213 624 2661 TEL
818 937 9899 TEL
919 W. GLENDALE BLVD 2ND FL
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'B'

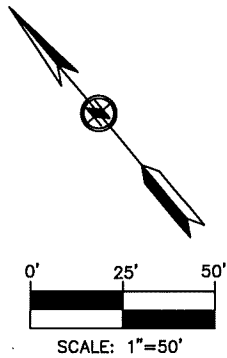
PERMANENT EASEMENT
APN: 157-0-010-090

PREPARED FOR:

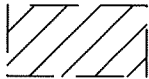
**CALLEGUAS MUNICIPAL
WATER DISTRICT**

DATE:	JUNE, 2025
JOB #	LA21363
DRAWN	MK
SCALE	1"=50'

SHEET 4 OF 6



LEGEND



INDICATES AREA OF LEGAL DESCRIPTION
47,347 SQ.FT. OR 1.086 ACRES

22

NOT TO SCALE

SEE SHEET 6

TRACT 5671-2 170 MR 91
PORTION LOT 5 AND LOT 4
SECTION 28 T.2.N. R.21.W SBB & M

E'LY LINE OF LOT 6
SECTION 28 T.2.N. R.21.W. SBB & M
AND W'LY LINE LOT 6 TRACT 5671-2 170 MR 91

N51° 26' 32"E
16.03'

LOT 6
SECTION 28
T.2.N. R.21.W SBB & M
APN: 157-0-010-090

N00° 41' 40"E
30.15'

N83° 33' 28"W
27.14'

S83° 33' 28"E
691.43'

N83° 33' 28"W
678.97'

NORTHERLY LINE OF PARCEL 1 DESCRIBED IN
THE RELINQUISHMENT RECORDED 11-01-1965
WEST DAILY DR

US 101 HIGHWAY
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA

G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Calleguas-Ventura Interconnection Project 562_P&I\Acad Drawings\PERM ESMT EXHIBIT.dwg Date:06/06/25 02:21p mkhudave



213 624 2661 TEL
818 937 9899 TEL
919 W. GLENDALE BLVD 2ND FL
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"

PERMANENT EASEMENT
APN: 157-0-010-090

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

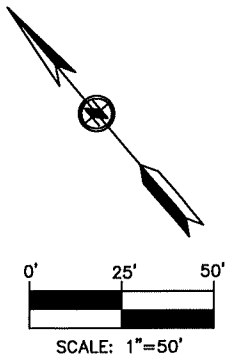
DATE: JUNE, 2025

JOB # LA21363

DRAWN MK

SCALE 1"=50'

SHEET 5 OF 6



APN: 157-0-010-090

NE CORNER LOT 6
SECTION 28 T.2.N. R.21.W. SBB & M
AND NW COR LOT 6 TRACT 5671-2 170 MR 91

S00° 41' 40"W
28.12'

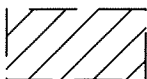
N74° 26' 45"E
62.50'

S74° 26' 45"W
34.37'

ELY LINE OF LOT 6
SECTION 28 T.2.N. R.21.W. SBB & M
AND WLY LINE LOT 6 TRACT 5671-2 170 MR 91

LOT 6
SECTION 28
T.2.N. R.21.W SBB & M
APN: 157-0-010-090

LEGEND



INDICATES AREA OF LEGAL DESCRIPTION
47,347 SQ.FT. OR 1.086 ACRES

22

NOT TO SCALE

SEE SHEET 5

G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Calleguas-Ventura Interconnection Project 562_P&\Acad Drawings\PERM ESMT EXHIBIT.dwg Date:06/06/25 02:22p mkhudave



213 624 2661 TEL
818 937 9899 TEL
919 W. GLENDALE BLVD 2ND FL
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'B'

PERMANENT EASEMENT
APN: 157-0-010-090

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

DATE:	JUNE, 2025
JOB #	LA21363
DRAWN	MK
SCALE	1"=50'

SHEET 6 OF 6

EXHIBIT "C"

**LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT LYING WITHIN DEED RECORDED OCTOBER 5, 2022 AS
INSTRUMENT NO. 20220000988450.R.
APN 157-0-010-090**

A PORTION OF LOT 50 OF THE RANCHO LAS POSAS, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF LOT 6, SECTION 28, TOWNSHIP 2 NORTH, TANGE 21 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ALBERT L. METZ AND WIFE, RECORDED SEPTEMBER 12, 1940, IN BOOK 624 PAGE 66 OF OFFICIAL RECORDS IN SAID COUNTY WITH THE NORTHERLY LINE OF PARCEL 1, DESCRIBED IN THE RELINQUISHMENT RECORDED NOVEMBER 1, 1965, AS DOCUMENT NO. 79035, IN BOOK 2889 PAGE 528 OF OFFICIAL RECORDS, RECORDED IN SAID COUNTY RECORDERS OFFICE;

THENCE ALONG SAID EASTERLY LINE NORTH 01°02'19" EAST 60.27 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTHERLY ALONG THE EASTERLY LINE, NORTH 01°02'19" EAST 30.13 FEET;

THENCE EASTERLY PARALLEL WITH AND DISTANT 90.00 FEET NORTHERLY WITH THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 83°33'28" EAST 673.57 FEET TO A POINT WHICH IS 90.00 FEET WESTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 6, SECTION 28, TOWNSHIP 2 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN;

THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT 6, NORTH 00°41'40" EAST 798.98 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 6 OF TRACT 5671-2 RECORDED IN BOOK 170 PAGES 91 THROUGH 99 OF MAPS, IN THE CITY OF CAMIRILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA IN THE OFFICE OF THE COUNTY RECORDER,

THENCE NORTHEASTERLY ALONG SAID PROLONGATION NORTH 74°26'45" EAST 31.25 FEET;

TEMPORARY EASEMENT IN 2022000098845 OR
CONTINUED

THENCE SOUTHERLY PARALLEL WITH AND DISTANT WESTERLY 60.00 FEET FROM
THE WESTERLY LINE OF LOT 6 TRACT 5671-2, SOUTH 00°41'40" WEST 829.50 FEET;

THENCE SOUTH 51°26'32" WEST 16.03 FEET TO A POINT WHICH IS 60.00 FEET
NORTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID PARCEL 1

THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 1,
NORTH 83°33'28" WEST 691.43 FEET TO **TRUE POINT OF BEGINNING.**

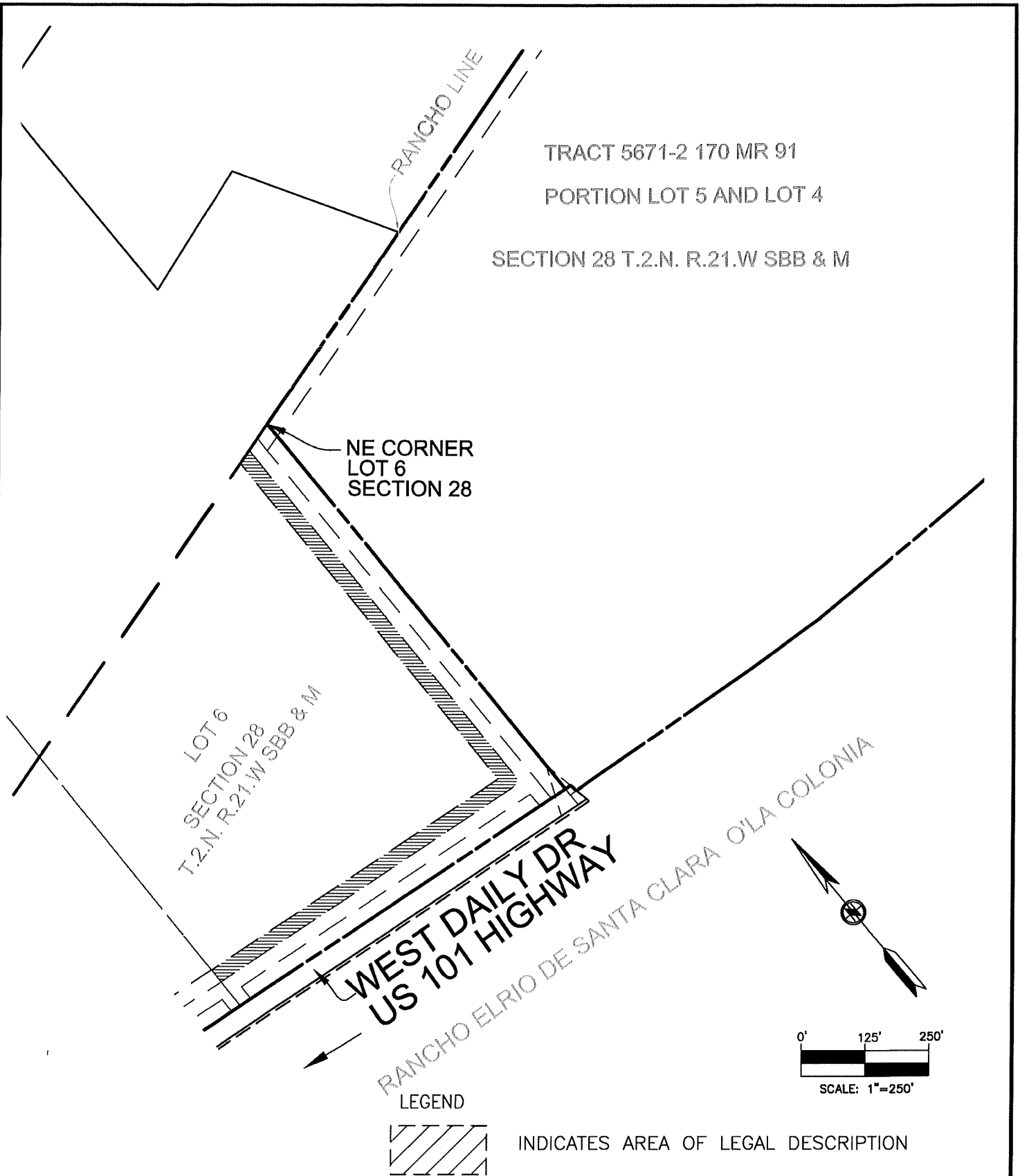
PARCEL CONTAINS 1.037 ACRES, OR 45,189 SQUARE FEET, MORE OR LESS.

EXHIBIT C SHEETS 3 THROUGH 6 OF 6 IS INCLUDED HEREIN AND MADE A
PART HEREOF.

G D Hindson 6/9/25



GREGORY D. HINDSON
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 5670
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP



G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Calleguas-Ventura Interconnection Project 562_P&I\Acad Drawings\TEMP ESMT EXHIBIT.dwg Date:06/06/25 01:33p mkhudave



213 824 2661 TEL
818 937 9899 TEL
919 W. GLENDALE BLVD 2ND FL
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

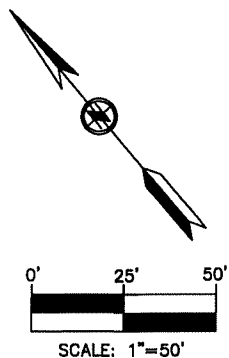
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'C'
TEMPORARY EASEMENT
APN: 157-0-010-090

PREPARED FOR:
**CALLEGUAS MUNICIPAL
WATER DISTRICT**

DATE:	JUNE 2025
JOB #	LA21363
DRAWN	MK
SCALE	1"=250'

SHEET 3 OF 6



LOT 6
SECTION 28
T.2N. R.21.W SBB & M
APN: 157-0-010-090

EASTERLY LINE OF A PARCEL
DESCRIBED IN A DEED
TO ALBERT L. METZ, ET UX.,
RECORDED IN BOOK 624,
PAGE 66 OR.

N01° 02' 19"E
30.13'

T.P.O.B.

N01° 02' 19"E
80.27'

P.O.B.

NORTHERLY LINE OF PARCEL 1 DESCRIBED IN
THE RELINQUISHMENT RECORDED 11-01-1965
WEST DAILY DR

US 101 HIGHWAY
RANCHO ELRIO DE SANTA CLARA O'LA COLONIA

S83° 33' 28"E
673.57'

30.00'

30.00'

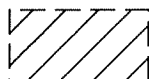
30.00'

30.00'

46.00'

N83° 33' 28"W
691.43'

LEGEND



INDICATES AREA OF LEGAL DESCRIPTION
45,189 SQ.FT. OR 1.037 ACRES

22

NOT TO SCALE

SEE SHEET 5

G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Calleguas-Ventura Interconnection Project 562_P&\Acad Drawings\TEMP ESMT EXHIBIT.dwg Date:06/06/25 01:34p mkhudave



213 824 2661 TEL
818 937 9899 TEL
919 W. GLENDALE BLVD 2ND FL
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

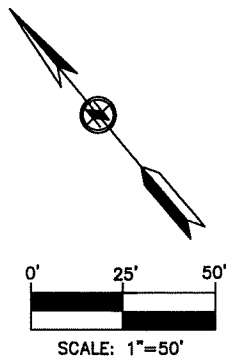
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'C'
TEMPORARY EASEMENT
APN: 157-0-010-090

PREPARED FOR:
CALLEGUAS MUNICIPAL
WATER DISTRICT

DATE:	JUNE, 2025
JOB #	LA21363
DRAWN	MK
SCALE	1"=50'

SHEET 4 OF 6



SEE SHEET 6

TRACT 5671-2 170 MR 91
PORTION LOT 5 AND LOT 4
SECTION 28 T.2.N. R.21.W SBB & M

ELY LINE OF LOT 6
SECTION 28 T.2.N. R.21.W SBB & M
AND WLY LINE LOT 6 TRACT 5671-2 170 MR 91

LOT 6
SECTION 28
T.2.N. R.21.W SBB & M
APN: 157-0-010-090

S83° 33' 28"E
673.57'

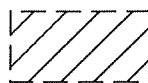
N83° 33' 28"W
691.43'

SEE SHEET 4

NORTHERLY LINE OF PARCEL 1 DESCRIBED IN
THE RELINQUISHMENT RECORDED 11-01-1965
WEST DAILY DR

US 101 HIGHWAY
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA

LEGEND



INDICATES AREA OF LEGAL DESCRIPTION
45,189 SQ.FT. OR 1.037 ACRES

22

NOT TO SCALE

G:\Projects\Survey\LA21300-LA21399\LA21363_CVL_Colleguas-Ventura Interconnection Project 562_P&I\Acad Drawings\TEMP ESMT EXHIBIT.dwg Date:06/06/25 01:35p mkhudove



213 824 2851 TEL
818 937 9899 TEL
919 W. GLENOAKS BLVD 2ND FL
GLENDALF CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'C'

TEMPORARY EASEMENT
APN: 157-0-010-090

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

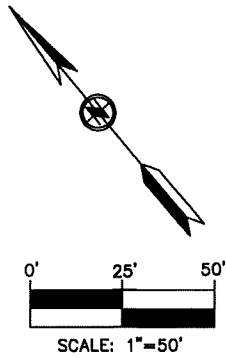
DATE: JUNE, 2025

JOB # LA21363

DRAWN MK

SCALE 1"=50'

SHEET 5 OF 6



APN: 157-0-010-090

NE CORNER LOT 6
SECTION 28 T.2.N. R.21.W. SBB & M
AND NW COR LOT 6 TRACT 5671-2 170 MR 91

ELY LINE OF LOT 6
SECTION 28 T.2.N. R.21.W. SBB & M
AND WLY LINE LOT 6 TRACT 5671-2 170 MR 91

N74° 26' 45"E
31.23'

LOT 6
SECTION 28
T.2.N. R.21.W SBB & M
APN: 157-0-010-090

33.00'

27.00'

500.41'

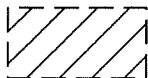
829.50'

N00° 41' 40"E

798.98'

N00° 41' 40"E

LEGEND



INDICATES AREA OF LEGAL DESCRIPTION
45,189 SQ.FT. OR 1.037 ACRES

22

NOT TO SCALE

SEE SHEET 5

G:\Projects\Survey\LA21300-LA21389\LA21363_CVL\Calleguas-Ventura Interconnection Project 562_P&I\Acad Drawings\TEMP ESMT EXHIBIT.dwg Date:06/06/25 01:36p mkhudave



213 824 2861 TEL
818 937 9899 TEL
919 W. GLENOAKS BLVD 2ND FL
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT 'C'

TEMPORARY EASEMENT
APN: 157-0-010-090

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

DATE:	JUNE, 2025
JOB #	LA21363
DRAWN	MK
SCALE	1"=50'

SHEET 6 OF 6



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCaffrey
GENERAL MANAGER

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Kristine McCaffrey, General Manager

Subject: Item 8.A – Discussion Regarding Amendment No. 6 to the Agreement Regarding the Pilot Reclaimed Water System Project for the Purchase and Sale of Reclaimed Water Among Calleguas Municipal Water District, the City of Simi Valley, and Ventura County Waterworks District No. 8

Objective: Diversify the water portfolio and provide regional leadership by continuing participation in the recycled water system with the City of Simi Valley.

Recommended Action: Authorize the General Manager to Execute Amendment No. 6 to the Agreement Regarding the Pilot Reclaimed Water System Project for the Purchase and Sale of Reclaimed Water Among Calleguas Municipal Water District, the City of Simi Valley, and Ventura County Waterworks District No. 8.

Budget Impact: Approximately \$175,000 in annual revenue is generated by the Simi Valley Recycled Water System.

Discussion: Calleguas owns and operates a recycled water pipeline in the City of Simi Valley for transporting recycled water from the City's wastewater treatment plant to the landfill for use for dust control and irrigation. The use of this pipeline is governed by an agreement between the City and Calleguas, dated November 21, 1994, and subsequent amendments, dated June 18, 2001, February 2, 2015, April 16, 2016, February 19, 2020, and September 12, 2022.

In accordance with the terms of the original agreement, Calleguas has offered to sell the facilities to Simi Valley. Simi Valley is interested in purchasing the facilities but has not yet obtained the necessary funds to do so.¹ The agreement terminates in November 2026 and this amendment

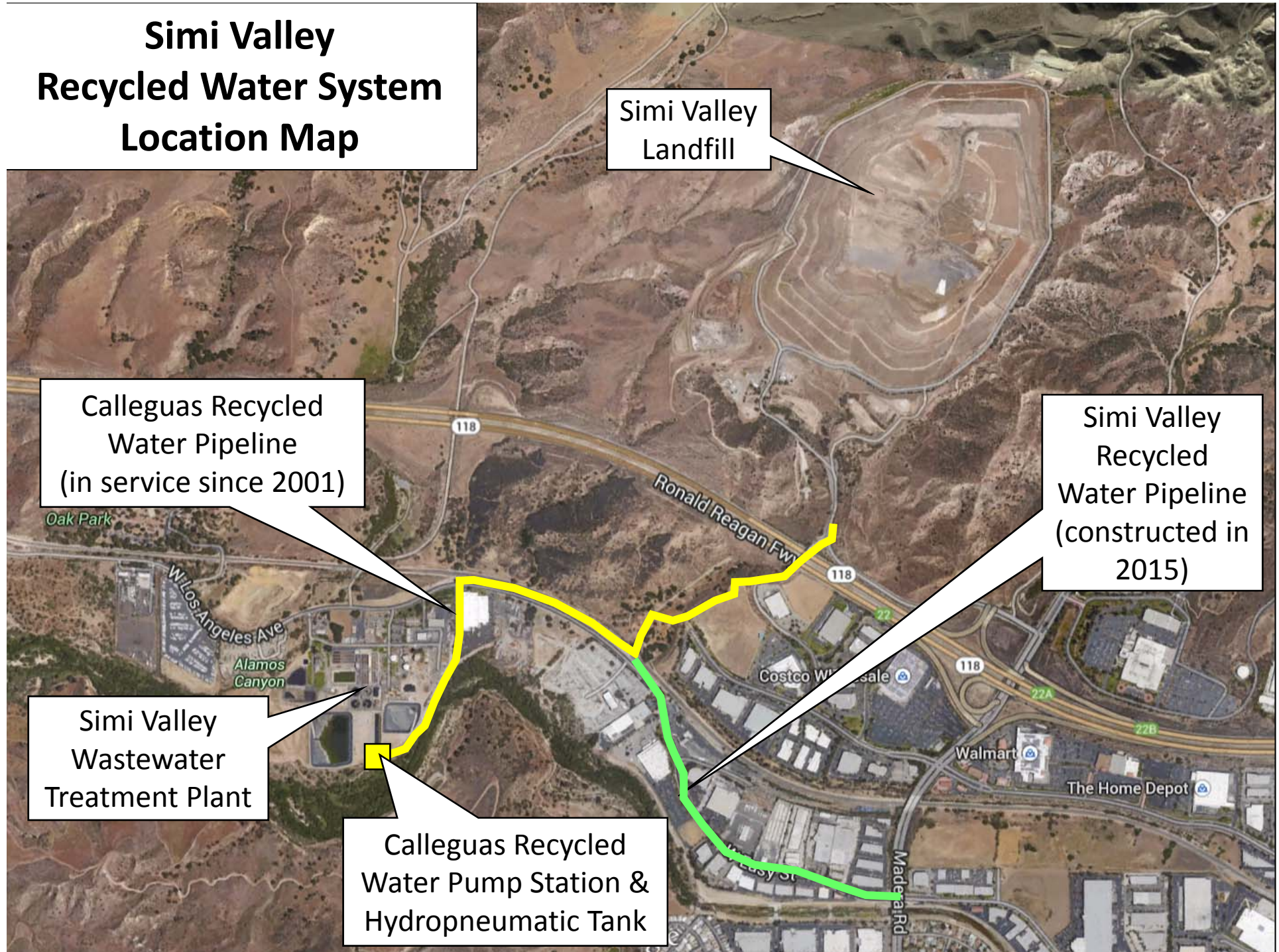
¹ The calculation for the purchase price for the system is dependent on the original construction cost, how much time has elapsed, and how much water has been purchased. As of August 2026, the purchase price was \$1,380,938.

would extend the term of the agreement three additional years to allow recycled water to continue to be delivered while the future of the system is determined. District Counsel has reviewed the amendment.

Attachments:

- Recycled Water System Map
- Amendment No. 6
- Previous Agreement and Amendments

Simi Valley Recycled Water System Location Map



AMENDMENT NO. 6

AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM
PROJECT FOR THE PURCHASE AND SALE OF RECLAIMED WATER
AMONG CALLEGUAS MUNICIPAL WATER DISTRICT, THE CITY OF SIMI
VALLEY, AND VENTURA COUNTY WATERWORKS DISTRICT NO. 8

This Amendment is made and entered on this ____ day of _____ 2026, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California (hereinafter referred to as "CALLEGUAS") and the CITY OF SIMI VALLEY, a California General Law City and the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a Waterworks District (hereinafter collectively and separately referred to as "SIMI VALLEY"). CALLEGUAS and SIMI VALLEY shall hereinafter be together referred to as "PARTIES."

RECITALS

WHEREAS, the PARTIES have previously entered into: (1) the "Agreement Regarding the Pilot Reclaimed Water System Project for the Purchase and Sale of Reclaimed Water Among Calleguas Municipal Water District, the City of Simi Valley, and Ventura County Waterworks District No. 8" dated November 21, 1994; (2) Amendment No. 1 dated June 18, 2001; (3) Amendment No. 2 dated February 2, 2015; (4) Amendment No. 3 dated April 18, 2016; (5) Amendment No. 4 dated February 19, 2020; and (6) Amendment No. 5 dated September 12, 2022 (which reinstated the Agreement retroactively effective November 22, 2021 collectively the "Amended Agreement"); and

WHEREAS, the Amended Agreement covers the operation of a recycled water system consisting of a pump station, pipeline, and appurtenances owned by CALLEGUAS and referred to in the Amended Agreement as the "Wholesale facilities"; and

WHEREAS, the Amended Agreement will expire by its terms on November 21, 2026 (the "Termination Date"); and

WHEREAS, the PARTIES wish to extend the Amended Agreement.

NOW, THEREFORE, the PARTIES agree as follows:

1. The term of the Amended Agreement is extended by this Amendment No. 6 to November 21, 2029.

2. Except as expressly modified by this Amendment No. 6, all of the terms, conditions and provisions of the Amended Agreement remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 6 to be executed the day and year first above written.

Attest:

**City of Simi Valley
Simi Valley, California**

Lucy Blanco
City Clerk/District Secretary

Dee Dee Cavanaugh, Mayor of the City of
Simi Valley, California

Approved as to Form:

**Ventura County Waterworks District
No. 8, A Municipal Corporation**

Algeria R. Ford
City Attorney/District Counsel

Dee Dee Cavanaugh, Chair of Ventura
County Waterworks District No. 8

Approved as to Content:

Samantha C. Argabrite
City Manager/District Manager

Johanna Medrano
Deputy Administrative Services Director
(Budget & Purchasing)

Jay Spurgin
Interim Public Works Director

Calleguas Municipal Water District

Kristine McCaffrey, General Manager

AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT
FOR THE PURCHASE AND SALE OF RECLAIMED WATER AMONG CALLEGUAS
MUNICIPAL WATER DISTRICT, THE CITY OF SIMI VALLEY, SIMI VALLEY
SANITATION DISTRICT, AND VENTURA COUNTY WATERWORKS DISTRICT
NO. 8

THIS AGREEMENT is made and entered into in the City of Simi Valley on this 21st day of November, 1994, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California, hereinafter referred to as "CALLEGUAS," and the CITY OF SIMI VALLEY, SIMI VALLEY COUNTY SANITATION DISTRICT, VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a California General Law City, County Sanitation District, and County Waterworks District respectively, hereinafter collectively or separately referred to as "SIMI VALLEY." CALLEGUAS and SIMI VALLEY shall hereinafter be collectively referred to as "PARTIES."

W I I N E S S E I H :

WHEREAS, the PARTIES jointly desire to develop an alternate water supply project which maximizes the beneficial use of local water resources.

WHEREAS, a goal of the PARTIES is to "drought proof" the City and provide a reliable water supply during emergencies.

WHEREAS, there is a firm source of reclaimed water adequate, on an annual basis, to provide the Project Service Area.

WHEREAS, SIMI VALLEY provides water service for municipal and industrial uses to approximately 60,000 people and, along with private water producers, utilizes local resources and supplements those resources with imported water.

WHEREAS, SIMI VALLEY is the owner and operator of a wastewater treatment facility known as the Simi Valley Wastewater Treatment Plant, from which treated wastewater (herein referred to as "reclaimed water") is discharged to the Arroyo Simi Creek.

WHEREAS, SIMI VALLEY performs sufficient wastewater treatment that the quality of reclaimed water from the Simi Valley Wastewater Treatment Plant meets or exceeds all current federal, state, and county established standards for reclaimed water use; and, SIMI VALLEY will use its best efforts to meet any future federal, state, and county established standards for reclaimed water use.

WHEREAS, SIMI VALLEY has filed an application/petition with the State

of California Water Resources Control Board for a permit and license recognizing its existing rights to purvey its reclaimed water.

WHEREAS, CALLEGUAS warrants it is familiar with and will meet or exceed industry standards for the transmission storage, and distribution of reclaimed water.

WHEREAS, the mission of CALLEGUAS is to provide its service area with a reliable and adequate supply of quality supplemental water through the acquisition and distribution of both regionally and locally developed water in an environmentally responsible manner.

WHEREAS, SIMI VALLEY is located within the District boundaries of CALLEGUAS and CALLEGUAS has adopted a resolution (Number 903) covering its service area requiring maximum reclaimed water use by all of its purveyors to the extent such use is reasonable and reclaimed water is made available by CALLEGUAS.

WHEREAS, the PARTIES jointly entered into a Memorandum of Understanding (MOU) on November 8, 1993 supporting the development of a Pilot Water Reclamation Project.

WHEREAS, CALLEGUAS has indicated its intent to pay for and, with input from SIMI VALLEY, manage the design, financing, permitting and construction of a wholesale "backbone" transmission system and service connections for a pilot project and SIMI VALLEY has indicated its intent to be responsible for the distribution of reclaimed water from a service connection located at or near the terminus of CALLEGUAS's transmission system to its customers.

WHEREAS, CALLEGUAS and SIMI VALLEY are empowered to enter into separate contracts necessary to carry out their purposes and to cooperate with other entities in regard to production and distribution of reclaimed water.

WHEREAS, the Simi Valley Landfill (Project Service Area) has been conditioned by the County of Ventura through CUP-3142 to utilize reclaimed water for landscape irrigation.

WHEREAS, this Agreement shall cover the intent and obligation of the PARTIES to design, construct, operate and maintain wholesale and retail facilities; wholesale purchase of reclaimed water by CALLEGUAS, retail purchase of reclaimed water by SIMI VALLEY, sale, transmission of reclaimed water by CALLEGUAS for the Simi Valley "Pilot" Reclaimed Water Distribution Project.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. SIMI VALLEY and CALLEGUAS have reviewed the anticipated demands of the Project Service Area, and subject to any conditions or terms contained

herein, SIMI VALLEY warrants its supply is adequate to meet those demands and anticipated demands on an annual basis.

2. Reclaimed water will be supplied to CALLEGUAS from the SIMI VALLEY Wastewater Treatment Plant. SIMI VALLEY will use its best effort to maintain a consistent minimum average hydraulic gradient, within acceptable tolerances, at the Release Point. Said minimum average hydraulic gradient will meet the normal daily reclaimed water system operational hydraulic requirements.

3. CALLEGUAS shall construct and SIMI VALLEY shall operate and maintain a metering device at the point of release of its reclaimed water to CALLEGUAS, capable of measuring the quantity of reclaimed water which is released to CALLEGUAS. This "Release Point" shall be located at or adjacent to the Simi Valley Wastewater Treatment Plant. Records of daily releases shall be made available to CALLEGUAS on a monthly basis.

4. Delivery of reclaimed water to SIMI VALLEY will be from the terminus of CALLEGUAS facilities located adjacent to the Simi Valley Landfill. CALLEGUAS will use its best effort to maintain a consistent minimum average hydraulic gradient of forty (40) pounds per square inch (PSI) at the service connection.

5. CALLEGUAS will be responsible for the design, permitting, construction, rights-of-way, operation and maintenance of all Wholesale facilities. For the purposes of this Agreement, Wholesale facilities are defined as all the facilities needed to deliver reclaimed water from the Simi Valley Wastewater Treatment Plant up to the Simi Valley Landfill area including but not necessarily limited to pipelines, pump stations, and water tank(s).

6. SIMI VALLEY will be responsible for the design, construction, operation and maintenance for all Retail distribution facilities. Retail distribution facilities are defined as those reclaimed water facilities needed to deliver reclaimed water beyond the point of purchase of reclaimed water by SIMI VALLEY from CALLEGUAS.

7. CALLEGUAS shall prepare all necessary environmental review, including the documents required pursuant to the provisions of the California Environmental Quality Act (CEQA) associated with the development of the Simi Valley "Pilot" Reclaimed Water Distribution Project.

8. SIMI VALLEY will use its best efforts to obtain approval to distribute reclaimed water originating at the Simi Valley Wastewater Treatment Plant from the California Regional Water Quality Control Board (RWQCB), and will provide proof of approval, if required by the RWQCB, to CALLEGUAS.

9. SIMI VALLEY will use its best effort to obtain and maintain a reclaimed water customer base including but not necessarily limited to the Simi Valley Landfill.

10. For the purposes of this Agreement, the term "Released Water" shall be defined as the reclaimed water purchased by CALLEGUAS from SIMI VALLEY at the metering device located within or adjacent to the Simi Valley Wastewater Treatment Plant. In addition, "Released Water" shall be defined as the reclaimed water purchased by SIMI VALLEY from CALLEGUAS at or near the terminus of CALLEGUAS's Wholesale Facilities.

11. For the purposes of this Agreement, and in consideration of the promises set forth herein, CALLEGUAS will pay to SIMI VALLEY an initial unit price of \$60 per acre foot based on the volume of Released Water delivered by SIMI VALLEY to CALLEGUAS and recorded at the Release Point.

a. Effective each July 1st after the effective date of this Agreement ("Adjustment Date"), the PARTIES agree to adjust the unit price per acre foot of Released Water. This adjustment will be made based on a comparison of the difference per acre foot between the current cost of Metropolitan Water District of Southern California's (MWD) Wholesale Non-interruptable Water Rate (WNWR) and the MWD WNWR of the base year effective July 1, 1994 (\$412/AF). Said Calculation shall be as follows:

$$\begin{aligned} & [\text{Current Year WNWR} - \text{Base Year WNWR} (\$412)] + \$60.00 \\ & = \text{Current Year Released Water Unit Cost per Acre Foot} \end{aligned}$$

b. The Adjusted Unit Price of Released Water so determined shall then be the amount per acre foot which CALLEGUAS will pay to SIMI VALLEY until the next succeeding Adjustment Date.

c. Payments for Released Water shall be made by CALLEGUAS to SIMI VALLEY monthly during the term of this Agreement. Payments due on or about the 15th of each month shall be for the month preceding, measured from the 1st through the end of the preceding month.

12. The Pilot Project is in the service area of SIMI VALLEY. CALLEGUAS will make available to SIMI VALLEY reclaimed water at a service connection at or near the terminus of CALLEGUAS's wholesale facilities. For the purposes of this Agreement, and in consideration of the promises set forth herein, CALLEGUAS and SIMI VALLEY agree to an initial Reclaimed Water Unit Cost of \$340 per acre foot of reclaimed water delivered by CALLEGUAS to SIMI VALLEY

through the service connection. The initial Reclaimed Water Unit Cost per acre foot shall consist of four (4) price components:

Capital Facilities Component	\$230
Released Water Component	\$60
Operations and Maintenance Component	\$20
Pumping Component	\$30

a. CAPITAL FACILITIES COMPONENT: For the purposes of this Agreement, the Capital Facilities Component of the Reclaimed Water Unit Cost shall pay for the capital expenditures necessary to construct the Wholesale water facilities. This unit cost of the Capital Facilities Component of the Reclaimed Water Unit Cost shall remain fixed (\$230 per acre foot) over the term of this Agreement.

b. RELEASED WATER COMPONENT: The Released Water Component of the Reclaimed Water Unit Cost shall pay for the cost to purchase Released Water as described in section 11 of this Agreement. The initial unit cost of the Released Water Component shall be \$60 per acre foot. The Released Water Component shall be subject to annual adjustments as described in section 11a of this Agreement.

c. O&M COMPONENT: The Operations and Maintenance (O&M) Component of the Reclaimed Water Unit Cost shall pay for the fixed charges necessary for the operation and maintenance of the "Pilot" Reclaimed Water System by CALLEGUAS. The initial O&M Component shall be \$20 per acre foot of reclaimed water delivered by CALLEGUAS to SIMI VALLEY.

The O&M Component of the Reclaimed Water Unit Cost shall be subject to annual adjustment. Effective each July 1st after the effective date of the Agreement ("Adjustment Date"), the PARTIES agree to adjust the O&M Component unit price per acre foot. The O&M Component adjustment will be made based upon a comparison of the Construction Cost Index (CCI) for the Los Angeles Region from the Engineering News Record for March of the current year and the CCI of the base year of March 1994 (6506). Said Calculation will be as follows:

$$\frac{\text{Current Year CCI} \times \$20.00}{6506} = \text{Current Year O\&M Unit Cost}$$

d. PUMPING COMPONENT: The Pumping Component of the Reclaimed Water Unit Cost shall pay for the electrical costs necessary to pump

reclaimed water from the Release Point to the terminus of CALLEGUAS's facilities. The initial Pumping Component of the Reclaimed Water Unit Cost shall be \$30 per acre foot of reclaimed water delivered by CALLEGUAS to SIMI VALLEY.

The Pumping Component of the Reclaimed Water unit costs shall be subject to annual adjustment. Effective each July 1st after the effective date of the Agreement ("Adjustment Date"), the PARTIES agree to adjust the Pumping Component unit cost per acre foot to reflect the actual price for electricity charged by Southern California Edison to CALLEGUAS which SIMI VALLEY will pay to CALLEGUAS until the next succeeding Adjustment Date.

e. Payments to CALLEGUAS by SIMI VALLEY for reclaimed water shall be based on the quantity of reclaimed water delivered by SIMI VALLEY to satisfy customer demands. Payments shall be made to CALLEGUAS monthly during the term of this Agreement. Payments due on or about the 30th of each month shall be for the month preceding, measured from the 1st through the end of the preceding month. Payments to CALLEGUAS will commence the month following the first full month that reclaimed water is delivered for the Simi Valley "Pilot" Reclaimed Water Project.

13. CALLEGUAS warrants it is familiar with applicable state statutes and regulations regarding permitted uses and monitoring those uses of reclaimed water and agrees to enforce said statutes and regulations with its purveyors in a manner that will not jeopardize SIMI VALLEY's permit from the California Regional Water Quality Control Board and agrees to report its actions to SIMI VALLEY as may be required to protect SIMI VALLEY's permit from the California Regional Water Quality Control Board.

14. CALLEGUAS shall have access to the records of SIMI VALLEY at all times during the term of this Agreement concerning the quality of water discharged by SIMI VALLEY. CALLEGUAS, at its sole cost and expense, may test the water quality at the metering device and provide whatever testing and monitoring CALLEGUAS feels is required to assure the quality of water at the release point.

15. SIMI VALLEY agrees to defend, indemnify and hold harmless CALLEGUAS, its Board of Directors, and employees in the event any action or claim is made against CALLEGUAS because the reclaimed water fails to meet the established standards for reclaimed water use. SIMI VALLEY's obligation to defend, indemnify and hold harmless CALLEGUAS, shall be discharged by SIMI VALLEY evidencing that the reclaimed water has met the established standards set forth in Title 22 of the California Code of Regulations. Should any action be filed or proceeding initiated to challenge SIMI VALLEY's approval, execution, or

implementation of this Agreement, SIMI VALLEY shall have the sole discretion to defend against that action or proceeding or to rescind this Agreement.

16. CALLEGUAS agrees to defend, indemnify, and hold harmless SIMI VALLEY, its Board of Directors and employees from any claim arising out of CALLEGUAS' feaseance or non-feaseance related to wholesaling reclaimed water to its purveyors.

17. SIMI VALLEY shall not be obligated to purchase a minimum quantity of reclaimed water under this Agreement.

18. SIMI VALLEY and CALLEGUAS will share on an equal basis all credits towards water rationing allocations provided by the Metropolitan Water District of Southern California under its drought management program.

19. Subject to the provisions indicated herein, this Agreement shall become effective upon execution and shall run for a term of twenty-five (25) years from the date of execution by the PARTIES. The Agreement will automatically terminate if the Simi Valley "Pilot" Reclaimed Water Distribution Project is not constructed within five years of the date of execution of this Agreement. Notwithstanding the foregoing, the PARTIES, by mutual consent, may extend the term of the Agreement for additional five year periods.

20. This Agreement is solely for the benefit of the PARTIES and is not intended and shall not confer any rights upon any parties not a party to this Agreement.

21. This Agreement shall not impose a mandatory duty under Government Code Section 815.6 or otherwise, nor shall any portion hereof be construed to constitute a statute, ordinance, or regulation within the meaning of Evidence Code Section 669.

22. At any time after twenty-five (25) years from the date of execution of this Agreement, SIMI VALLEY may, at its sole option, purchase from CALLEGUAS those portions of the Wholesale Facilities that are located within SIMI VALLEY's service area and are not essential for CALLEGUAS's delivery of reclaimed water outside of SIMI VALLEY's service area. The purchase price shall be based upon the original construction cost of said facilities reduced by two (2) percent per year of operation of said facilities, reduced further by five (5) dollars per acre foot of Released Water purchased by SIMI VALLEY from CALLEGUAS during the term of this Agreement. Notice of intent to purchase the Wholesale Facilities shall be provided by SIMI VALLEY to CALLEGUAS at least 120 days prior to said purchase.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

Alice K. Redondo
Alice K. Redondo, Assistant
City Clerk/District Secretary

CITY OF SIMI VALLEY,
A Municipal Corporation

By: Greg Stratton
GREGORY STRATTON, MAYOR OF THE
CITY OF SIMI VALLEY, CALIFORNIA

APPROVED AS TO FORM:

John Torrance
John Torrance, District Counsel

VENTURA COUNTY WATERWORKS DISTRICT NO. 8
A Municipal Corporation

By: Sandi Webb
SANDI WEBB, CHAIR OF THE VENTURA
COUNTY WATERWORKS DISTRICT NO. 8

APPROVED AS TO CONTENT:

M. L. Koester
M. L. Koester, District Manager

SIMI VALLEY COUNTY SANITATION DISTRICT
A Municipal Corporation

By: Bill Davis
BILL DAVIS, CHAIR OF THE SIMI
VALLEY COUNTY SANITATION DISTRICT

Connie Henes-Baird
Connie Henes-Baird
Support Services Administrator

Ronald C. Coons
Ronald C. Coons, Director
Department of Public Works

CALLEGUAS MUNICIPAL WATER DISTRICT

APPROVED AS TO FORM:

Thomas P. Cicchelli
District Legal Counsel

CALLEGUAS MUNICIPAL WATER DISTRICT

By: Donald G. Hauser
~~DONALD G. HAUSER~~ Donald G. Hauser, Director
~~GENERAL MANAGER~~ CALLEGUAS MUNICIPAL
WATER DISTRICT

By: Donald R. Kendall
Donald R. Kendall
General Manager
Calleguas Municipal Water
District

By: Patrick H. Miller
PATRICK H. MILLER
PRESIDENT OF THE BOARD OF DIRECTORS,
CALLEGUAS MUNICIPAL WATER DISTRICT

AMENDMENT NO. 1

AGREEMENT REGARDING THE PILOT RECLAIMED WATER
SYSTEM PROJECT FOR THE PURCHASE AND SALE OF
RECLAIMED WATER AMONG CALLEGUAS MUNICIPAL WATER
DISTRICT, THE CITY OF SIMI VALLEY AND VENTURA
COUNTY WATERWORKS DISTRICT NO. 8

THIS AGREEMENT is made and entered into in the City of Simi Valley on this *18* day of *June*, 2001, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California, hereinafter referred to as "CALLEGUAS", and the CITY OF SIMI VALLEY and the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a California General Law City and County Waterworks District respectively, hereinafter collectively or separately referred to as "SIMI VALLEY." CALLEGUAS and SIMI VALLEY shall hereinafter be collectively referred to as "PARTIES."

W I T N E S S E T H :

WHEREAS the construction of the Simi Valley Pilot Recycled Water System Project is now completed pursuant to the terms of that agreement entitled "AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT FOR THE PURCHASE AND SALE OF RECLAIMED WATER AMONG CALLEGUAS MUNICIPAL WATER DISTRICT, THE CITY OF SIMI VALLEY, SIMI VALLEY SANITATION DISTRICT, AND VENTURA COUNTY WATERWORKS DISTRICT NO. 8" dated November 21, 1994 (hereinafter "Original Agreement").

WHEREAS, On December 11, 1995, the City Council of the City of Simi Valley passed resolution 95-122, thereby merging the Simi Valley County Sanitation District with the City of Simi Valley.

WHEREAS, the PARTIES are dedicated to efficient, cost effective, and reliable operation of the pilot recycled water system project.

WHEREAS, the locations and operational parameters of the project facilities described in the original agreement have been established and can be more clearly defined at this time.

WHEREAS, SIMI VALLEY has staff on site who are qualified to operate and maintain the project pump station and hydropneumatic tanks, and tools and equipment appropriate for such work.

WHEREAS, CALLEGUAS would need to transport the staff, equipment, and materials to the site to maintain the pump station and hydropneumatic tanks.

WHEREAS, the operation of the project pump station and hydropneumatic tanks will need to be coordinated with the operation of the Simi Valley Wastewater Treatment Plant.

WHEREAS, SIMI VALLEY's on site staff could respond immediately to mechanical failures or changes in water quality which could occur in the course of facility operations.

WHEREAS, the PARTIES jointly have determined that the project pump station and hydropneumatic tanks would be operated and maintained most efficiently, cost effectively, and reliably by SIMI VALLEY staff who work at the Simi Valley Wastewater Treatment Plant.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the PARTIES hereto agree as follows:

1. Section 3 of the Original Agreement shall be deleted in its entirety and the following revised Section 3 shall be added:

“3. CALLEGUAS shall construct and SIMI VALLEY shall operate and maintain a metering device at the point of release of its recycled water to CALLEGUAS, capable of measuring the quantity of recycled water which is released to CALLEGUAS. This “Release Point” shall be located immediately downstream of the flow meter vault on the 24” diameter pipeline downstream of the recycled water pump station at the Simi Valley Wastewater Treatment Plant. Records of daily releases shall be made available to CALLEGUAS on a monthly basis.”

2. Section 4 of the Original Agreement shall be deleted in its entirety and the following revised Section 4 shall be added:

“4. Delivery of recycled water to SIMI VALLEY will be from the terminus of CALLEGUAS facilities located adjacent to the Simi Valley Landfill. Within their respective realms of responsibility, the parties will use their best efforts to maintain a consistent minimum average hydraulic gradient of forty (40) pounds per square inch (psi) at the service connection.”

3. Section 5 of the Original Agreement shall be deleted in its entirety and the following revised Section 5 shall be added:

“5. CALLEGUAS will own and be responsible for the design, permitting, construction, and rights-of-way of all Wholesale facilities. For the purposes of this Agreement, Wholesale facilities are defined as all the facilities needed to deliver recycled water from the Simi Valley Wastewater Treatment Plant up to the Simi Valley Landfill area including but not necessarily limited to pipelines, pump stations, and water tank(s). SIMI VALLEY will be responsible for operations and maintenance of all Wholesale facilities upstream of the Release Point at the Simi Valley Wastewater Treatment Plant, which include diversion valves, a recycled water pump station, hydropneumatic tanks, a metering device, and related piping, appurtenances, and instrumentation. CALLEGUAS will be responsible for operations and maintenance of all Wholesale facilities downstream of the Release Point at the Simi Valley Wastewater Treatment Plant, which include pipeline and appurtenances downstream of the metering structure at the Simi Valley Wastewater Plant and upstream of the retail water meter vault at the Simi Valley Landfill.”

4. Section 10 of the Original Agreement shall be deleted in its entirety and the following revised Section 10 shall be added:

“10. For the purposes of this Agreement, the term “Released Water” shall be defined as the recycled water purchased by CALLEGUAS from SIMI VALLEY at the Release Point. In addition, “Released Water” shall be defined as the recycled water purchased by SIMI VALLEY from CALLEGUAS at or near the terminus of CALLEGUAS’s Wholesale Facilities.”

5. Section 11 of the Original Agreement shall be deleted in its entirety and the following revised Section 11 shall be added:

"11. For the purposes of this Agreement, and in consideration of the promises set forth herein, CALLEGUAS will pay to SIMI VALLEY an initial unit price of \$129.64 per acre foot based on the volume of Released Water delivered by SIMI VALLEY to CALLEGUAS and recorded at the Release Point. This unit price shall consist of three (3) price components:

Released Water Base Component	\$79.00
Simi Valley Operations & Maintenance Component	\$20.64
Pumping Component	<u>\$30.00</u>
Total Released Water Unit Cost	\$129.64

a. **RELEASED WATER BASE COMPONENT:** The initial unit price of this component shall be \$79.00 per acre-foot. Effective each June 1st after the effective date of this Amendment No. 1 to the Agreement ("Adjustment Date"), the PARTIES agree to adjust the unit price per acre-foot of Released Water. This adjustment will be made based on a comparison of the difference per acre foot between the current cost of Metropolitan Water District of Southern California's (MWD) Full Service Water Rate (FSWR) and the MWD FSWR of the base year effective July 1, 2000 (\$431/AF). Said Calculation shall be as follows:

$$\begin{aligned} & [\text{Current Year FSWR} - \text{Base Year FSWR } (\$431)] + \$79.00 \\ & = \text{Current Year Released Water Unit Cost per Acre Foot} \end{aligned}$$

b. **SIMI VALLEY O&M COMPONENT:** The Simi Valley Operations and Maintenance (O&M) Component of the Released Water Cost shall pay for the fixed charges necessary for the operations and maintenance of the Wholesale Facilities for which SIMI VALLEY is responsible. The initial Simi Valley O&M Component shall be \$20.64 per acre-foot of recycled water released by SIMI VALLEY.

The Simi Valley O&M Component of the Recycled Water Unit Cost shall be subject to annual adjustment. Effective each January 1st after the effective date of Amendment No. 1 to the Agreement ("Adjustment Date"), the PARTIES agree to adjust the Simi Valley O&M Component unit price per acre-foot. The Simi Valley O&M Component adjustment will be made based upon a comparison of the Construction Cost Index (CCI) for the Los Angeles Region from the Engineering News Record for September of the current year and the CCI of the base year of September 2000 (7069.22). Said Calculation will be as follows:

$$\frac{\text{Current Year CCI} \times \$20.64}{7069.22} = \text{Current Year O\&M Unit Cost}$$

c. **PUMPING COMPONENT:** The Pumping Component of the Recycled Water Unit Cost shall pay for the electrical costs necessary to pump recycled water through the recycled water pump station at the Simi Valley Wastewater Treatment Plant at a sufficient hydraulic gradient to maintain system pressure. The initial Pumping Component of the Recycled Water Unit Cost shall be \$30 per acre-foot of recycled water delivered by SIMI VALLEY to CALLEGUAS.

The Pumping Component of the Recycled Water unit costs shall be subject to annual adjustment. Effective each January 1st after the effective date of Amendment No. 1 to the Agreement ("Adjustment Date"), the PARTIES agree to adjust the Pumping Component unit cost per acre foot to reflect the actual price for electricity charged by Southern California

Edison to SIMI VALLEY which CALLEGUAS will pay to SIMI VALLEY until the next succeeding Adjustment Date.

d. The Adjusted Unit Price of Released Water determined by adding the three adjusted components shall then be the amount per acre-foot which CALLEGUAS shall pay to SIMI VALLEY until the next succeeding Adjustment Date.

e. Payments for Released Water shall be made by CALLEGUAS to SIMI VALLEY monthly during the term of this Agreement. Payments due on or about the 15th of each month shall be for the month preceding, measured from the 1st through the end of the preceding month.

6. Section 12 of the Original Agreement shall be deleted in its entirety and the following revised Section 12 shall be added:

"12. The Pilot Project is in the service area of SIMI VALLEY. CALLEGUAS will make available to SIMI VALLEY recycled water at a service connection at or near the terminus of CALLEGUAS's wholesale facilities. For the purposes of this Agreement, and in consideration of the promises set forth herein, CALLEGUAS and SIMI VALLEY agree to an initial Recycled Water Unit Cost of \$360.73 per acre-foot of recycled water delivered by CALLEGUAS to SIMI VALLEY through the service connection. The initial Recycled Water Unit Cost per acre-foot shall consist of three (3) price components:

Capital Facilities Component	\$230.00
Released Water Component	\$129.64
Calleguas Operations and Maintenance Component	<u>\$1.09</u>
Total Recycled Water Cost	\$360.73

a. CAPITAL FACILITIES COMPONENT: For the purposes of this Agreement, the Capital Facilities Component of the Recycled Water Unit Cost shall pay for the capital expenditures necessary to construct the Wholesale water facilities. This unit cost of the Capital Facilities Component of the Recycled Water Unit Cost shall remain fixed (\$230 per acre foot) over the term of this Agreement.

b. RELEASED WATER COMPONENT: The Released Water Component of the Recycled Water Unit Cost shall pay for the cost to purchase Released Water as described in Section 11 of this Agreement. The initial unit cost of the Released Water Component shall be \$129.64 per acre-foot. The Released Water Component shall be subject to annual adjustments as described in section 11a through 11d of this Agreement.

c. CALLEGUAS O&M COMPONENT: The Calleguas Operations and Maintenance (O&M) Component of the Recycled Water Unit Cost shall pay for the fixed charges necessary for the operation and maintenance of the Wholesale Facilities for which CALLEGUAS is responsible. The initial Calleguas O&M Component shall be \$1.09 per acre-foot of recycled water delivered by CALLEGUAS to SIMI VALLEY.

The Calleguas O&M Component of the Recycled Water Unit Cost shall be subject to annual adjustment. Effective each January 1st after the effective date of Amendment No. 1 to the Agreement ("Adjustment Date"), the PARTIES agree to adjust the Calleguas O&M Component unit price per acre-foot. The Calleguas O&M Component adjustment will be made based upon a comparison of the Construction Cost Index (CCI) for the Los Angeles Region

from the Engineering News Record for September of the current year and the CCI of the base year of September 2000 (7069.22). Said Calculation will be as follows:

$$\frac{\text{Current Year CCI} \times \$1.09}{7069.22} = \text{Current Year O\&M Unit Cost}$$

d. The Adjusted Unit Price of Recycled Water determined by adding the three adjusted components shall then be the amount per acre foot which SIMI VALLEY shall pay to CALLEGUAS until the next succeeding Adjustment Date.

e. Payments to CALLEGUAS by SIMI VALLEY for recycled water shall be based on the quantity of recycled water delivered by SIMI VALLEY to satisfy customer demands. Payments shall be made to CALLEGUAS monthly during the term of this Agreement. Payments due on or about the 30th of each month shall be for the month preceding, measured from the 1st through the end of the preceding month. Payments to CALLEGUAS will commence the month following the first full month that recycled water is delivered for the Simi Valley "Pilot" Recycled Water Project."

7. All references to the terms "Reclaimed Water" and "Recycled Water" contained in the Agreement and the Original Agreement shall be deemed to mean the same thing and shall be used interchangeably.

8. To the extent applicable, the PARTIES acknowledge and waive the automatic five year termination provision set out in Section 19 of the Original Agreement.

9. Except as otherwise amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

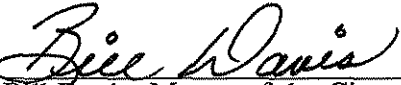
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

City of Simi Valley
Simi Valley, California



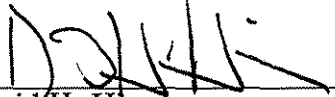
Alice K. Redondo
Assistant City Clerk/District Secretary

By: 

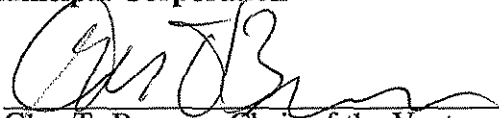
Bill Davis, Mayor of the City of
Simi Valley, California

Approved as to Form:

Ventura County Waterworks District No. 8,
A Municipal Corporation

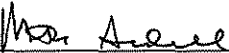


David H. Hirsch
City Attorney/District Counsel

By: 

Glen T. Becerra, Chair of the Ventura
County Waterworks District No. 8

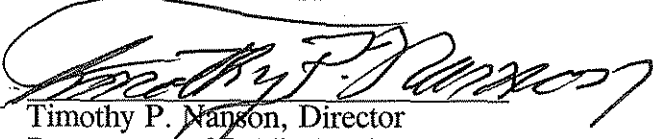
Approved as to Content:



Mike Sedell
City Manager / District Manager



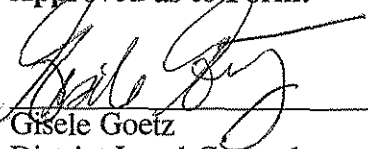
Connie Henes-Baird
Deputy Director / Support Services



Timothy P. Nanson, Director
Department of Public Works

CALLEGUAS MUNICIPAL WATER DISTRICT

Approved as to Form:



Gisele Goetz
District Legal Counsel

By: 

Ted Grandsen
President of the Board of Directors

By: 

Donald R. Kendall
General Manager

AMENDMENT NO. 2
AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT FOR THE PURCHASE AND
SALE OF RECLAIMED WATER AMONG CALLEGUAS MUNICIPAL WATER DISTRICT, THE CITY OF SIMI
VALLEY, AND VENTURA COUNTY WATERWORKS DISTRICT NO. 8

THIS AGREEMENT is made and entered into in the City of Simi Valley on this 2nd day of February, 2015, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California, hereinafter referred to as "CALLEGUAS," and the CITY OF SIMI VALLEY and the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a California General Law City and County Waterworks District respectively, hereinafter collectively or separately referred to as "SIMI VALLEY." CALLEGUAS and SIMI VALLEY shall hereinafter be collectively referred to as "PARTIES."

RECITALS

WHEREAS, the PARTIES entered into the AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT FOR THE PURCHASE AND SALE OF RECLAIMED WATER AMONG CALLEGUAS MUNICIPAL WATER DISTRICT, THE CITY OF SIMI VALLEY, AND VENTURA COUNTY WATERWORKS DISTRICT NO. 8, dated November 21, 1994 (hereinafter "Original Agreement").

WHEREAS, the PARTIES entered into AMENDMENT NO. 1, dated June 18, 2001 (hereinafter "Amendment No. 1"); and

WHEREAS, since Amendment No. 1 was executed, it was determined that the meter adjacent to the "Release Point" was too large to accurately measure flow and the PARTIES have used the retail meter located in the road to the Simi Valley Landfill for billing purposes;

WHEREAS, SIMI VALLEY has recently extended the pipeline which was built by CALLEGUAS pursuant to the Original Agreement and wishes to connect new retail customers to that pipeline; and

WHEREAS, the PARTIES wish to increase the use of recycled water to reduce the demand for limited imported supplies.

NOW THEREFORE, the PARTIES agree as follows:

1. The last sentence of Section 3 shall be deleted and replaced with the following: "SIMI VALLEY shall construct and operate metering devices at each location where recycled water is delivered to individual customers to measure the quantity of recycled water delivered. The sum of the deliveries through these meters shall be the Released Water and is the basis of billing pursuant to this Agreement. Records of deliveries shall be made available to CALLEGUAS on a monthly basis."
2. The first sentence of Section 4 shall be deleted and replaced with the following: "Delivery of recycled water to SIMI VALLEY will be from the termini of the CALLEGUAS facilities."
3. The word "terminus" in Sections 10 and 12 shall be replaced with "termini."

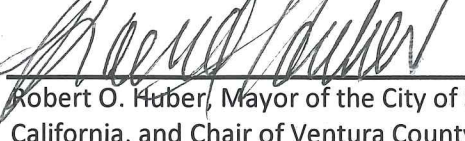
4. The words "and recorded at the Release Point" shall be deleted from the end of the first sentence of Section 11.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

**City of Simi Valley, A Municipal Corporation
and Ventura County Waterworks District No. 8, A
Municipal Corporation**

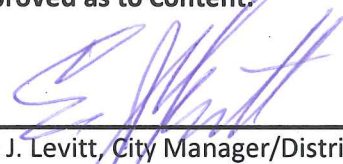

Ky Spangler, Assistant City Clerk/District Secretary


Robert O. Huber, Mayor of the City of Simi Valley,
California, and Chair of Ventura County
Waterworks District No. 8

Approved as to Form:


Lonnie J. Eldridge, City Attorney/District Counsel

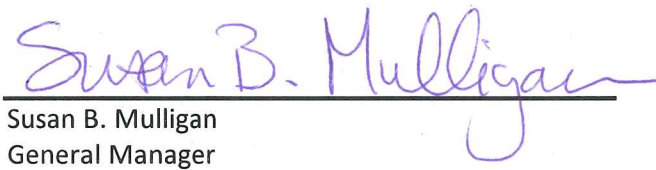
Approved as to Content:


Eric J. Levitt, City Manager/District Manager


Connie Henes-Baird
Deputy Director/Support Services


Ronald K. Fuchiwaki, Director
Department of Public Works

Calleguas Municipal Water District


Susan B. Mulligan
General Manager

AMENDMENT NO. 3
AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT
FOR THE PURCHASE AND SALE OF RECLAIMED WATER AMONG CALLEGUAS
MUNICIPAL WATER DISTRICT, THE CITY OF SIMI VALLEY, AND VENTURA
COUNTY WATERWORKS DISTRICT NO. 8

THIS AMENDMENT is made and entered on this 18th day of April, 2016, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California, hereinafter referred to as "CALLEGUAS," and the CITY OF SIMI VALLEY and the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a California General Law City and County Waterworks District respectively, hereinafter collectively and separately referred to as "SIMI VALLEY." CALLEGUAS and SIMI VALLEY shall hereinafter be together referred to as "PARTIES."

RECITALS

WHEREAS, the PARTIES entered into the AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT FOR THE PURCHASE AND SALE OF RECLAIMED WATER AMONG CALLEGUAS MUNICIPAL WATER DISTRICT, THE CITY OF SIMI VALLEY, AND VENTURA COUNTY WATERWORKS DISTRICT NO. 8, dated November 21, 1994, as subsequently amended by AMENDMENT NO. 1, dated June 18, 2001 and AMENDMENT NO. 2, dated February 2, 2015 (collectively the "Amended Agreement"); and

WHEREAS, the Amended Agreement covers the operation of a recycled water system consisting of a pump station, pipeline, and appurtenances owned by CALLEGUAS and referred to in the Amended Agreement as the "Wholesale facilities"; and

WHEREAS, the Amended Agreement expires by its terms on November 21, 2019 (the "Termination Date"); and

WHEREAS, CALLEGUAS does not wish to extend the Amended Agreement and does not wish to own or operate the Wholesale facilities beyond the Termination Date; and

WHEREAS, SIMI VALLEY intends to acquire the Wholesale facilities from CALLEGUAS on or before the Termination Date, but in the meantime wants the ability to modify the Wholesale facilities to add pumping capacity and a potable water supplemental connection without having to obtain the prior review and approval of CALLEGUAS; and

WHEREAS, CALLEGUAS is willing to allow SIMI VALLEY to make such modifications prior to acquiring ownership of the Wholesale facilities, subject to the terms and conditions of this Amendment; and

WHEREAS, the Parties desire to further amend the Amended Agreement to address these matters;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the PARTIES agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Amended Agreement.

2. The Amended Agreement is hereby further amended by adding a new subsection 5.1 as follows:

"5.1 Without the need for prior review or inspection by CALLEGUAS staff, SIMI VALLEY may make such modifications to the Wholesale facilities as it deems necessary and appropriate to add pumping capacity, to extend the recycled water distribution system, to add new customer service connections, and a potable water supplemental connection. All such modifications made by SIMI VALLEY are referred to collectively as the "Modifications". In connection with the foregoing, SIMI VALLEY covenants and agrees as follows:

(a) SIMI VALLEY is solely responsible for all costs and expenses related to the Modifications, including without limitation all construction costs, planning costs, permitting fees and expenses, and all other costs, fees, and expenses relating to the modifications;

(b) All modifications shall be completed in a good and workmanlike manner using good quality materials and performed by licensed contractors and personnel appropriately trained and experienced in the work being performed;

(c) SIMI VALLEY is solely responsible for obtaining all permits, approvals, and consents required for commencement and completion of the Modifications, including without limitation any permit or approval required under the California Environmental Quality Act or from the California Regional Water Quality Control Board;

(d) SIMI VALLEY shall, at its sole cost and expense, promptly repair any and all damage to the Wholesale facilities, including any and all Modifications, caused by or related to the Modifications;

(e) In addition to all of its obligations under the Amended Agreement, SIMI VALLEY is solely responsible for the operation and maintenance of the Modifications and compliance with all applicable laws, rules, and regulations relating to the Modifications; and

(f) SIMI VALLEY shall defend, indemnify, and hold harmless CALLEGUAS and its directors, officers, managers, employees, and agents, from all loss, liability, and claims of any kind arising out of or in connection with (1) SIMI VALLEY'S breach of, or failure to comply with or perform, any of its covenants or agreements contained in this Section 5.1; and (2) negligence or misconduct of SIMI VALLEY, its officers, directors, contractors, agents, or affiliates, with respect to the construction and operation of the Modifications. Such indemnity obligations shall survive the termination of the Amended Agreement."

3. Except as expressly modified by this Amendment No. 3, all of the terms, conditions and provisions of the Amended Agreement remain unaltered and in full force and effect.

4. If any of the terms of this Amendment No. 3 conflict in any respect with any of the terms of the Amended Agreement, the terms of this Amendment No. 3 shall be controlling.

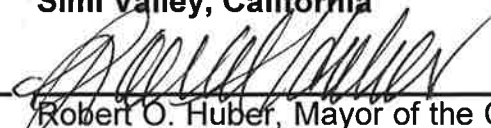
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed the day and year first above written.

Attest:

**City of Simi Valley
Simi Valley, California**



Ky Spangler, Deputy Director/City Clerk
/District Secretary



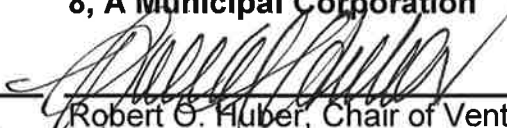
Robert O. Huber, Mayor of the City of Simi
Valley, California

Approved as to Form:

**Ventura County Waterworks District No.
8, A Municipal Corporation**



Lonnie J. Eldridge
City Attorney/District Counsel



Robert G. Huber, Chair of Ventura County
Waterworks District No. 8

Approved as to Content:



Eric J. Levitt
City Manager/District Manager



Connie Henes-Baird
Deputy Director/Support Services



Ronald K. Fuchiwaki, Director
Department of Public Works

Calleguas Municipal Water District



Susan B. Mulligan, General Manager

**AMENDMENT NO. 4
AGREEMENT REGARDING THE PILOT RECLAIMED WATER SYSTEM PROJECT
FOR THE PURCHASE AND SALE OF RECLAIMED WATER AMONG CALLEGUAS
MUNICIPAL WATER DISTRICT, THE CITY OF SIMI VALLEY, AND VENTURA
COUNTY WATERWORKS DISTRICT NO. 8**

This Amendment is made and entered on this 19th day of February, 2020, by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California (hereinafter referred to as "CALLEGUAS") and the CITY OF SIMI VALLEY, a California General Law City and the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a Waterworks District (hereinafter collectively and separately referred to as "SIMI VALLEY"). CALLEGUAS and SIMI VALLEY shall hereinafter be together referred to as "PARTIES."

RECITALS

WHEREAS, the PARTIES have previously entered into: (1) the "Agreement Regarding the Pilot Reclaimed Water System Project for the Purchase and Sale of Reclaimed Water Among Calleguas Municipal Water District, the City of Simi Valley, and Ventura County Waterworks District No. 8" dated November 21, 1994; (2) Amendment No. 1 dated June 18, 2001; (3) Amendment No. 2 dated February 2, 2015; and (4) Amendment No. 3 dated April 18, 2016 (collectively the "Amended Agreement"); and

WHEREAS, the Amended Agreement covers the operation of a recycled water system consisting of a pump station, pipeline, and appurtenances owned by CALLEGUAS and referred to in the Amended Agreement as the "Wholesale facilities"; and

WHEREAS, the Amended Agreement expired by its terms on November 21, 2019 (the "Termination Date"); and

WHEREAS, the PARTIES wish to extend the Amended Agreement.

NOW, THEREFORE, the PARTIES agree as follows:

1. The term of the Amended Agreement is extended by this Amendment No. 4 to November 21, 2021.
2. Except as expressly modified by this Amendment No. 4, all of the terms, conditions and provisions of the Amended Agreement remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 4 to be executed the day and year first above written.

Attest:



Lucy Blanco
City Clerk/District Secretary

**City of Simi Valley
Simi Valley, California**



Keith L. Mashburn, Mayor of the City of
Simi Valley, California

Approved as to Form:



Lonnie J. Eldridge
City Attorney/District Counsel

**Ventura County Waterworks District No.
8, A Municipal Corporation**

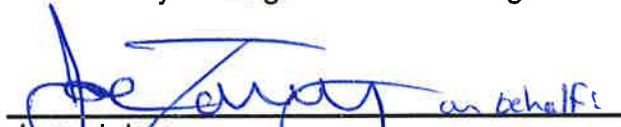


Keith L. Mashburn, Chair of Ventura
County Waterworks District No. 8

Approved as to Content:



Brian Paul Gabler
Interim City Manager/District Manager

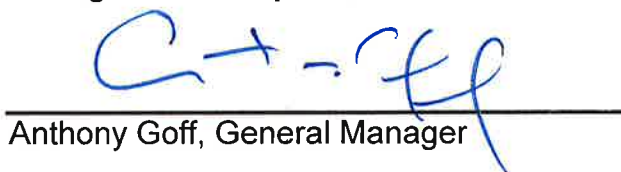


Jerry Johnson
Deputy Administrative Services Director
(Support Services)



Ronald K. Fuchiwaki
Public Works Director

Calleguas Municipal Water District



Anthony Goff, General Manager

REINSTATEMENT AND AMENDMENT TO AGREEMENT
REGARDING THE PILOT RECLAIMED WATER SYSTEM
PROJECT FOR THE PURCHASE AND SALE OF
RECLAIMED WATER AMONG CALLEGUAS MUNICIPAL
WATER DISTRICT, THE CITY OF SIMI VALLEY, AND
VENTURA COUNTY WATERWORKS DISTRICT NO. 8

This Reinstatement and Fifth Amendment to Agreement is made and entered on this 12th day of September 2022, retroactively effective to November 21, 2021 by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911 of the State of California (hereinafter referred to as "CALLEGUAS") and the CITY OF SIMI VALLEY, a California General Law City and the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a Waterworks District (hereinafter collectively and separately referred to as "SIMI VALLEY"). CALLEGUAS and SIMI VALLEY shall hereinafter be together referred to as "PARTIES."

RECITALS

WHEREAS, the PARTIES have previously entered into: (1) the "Agreement Regarding the Pilot Reclaimed Water System Project for the Purchase and Sale of Reclaimed Water Among Calleguas Municipal Water District, the City of Simi Valley, and Ventura County Waterworks District No. 8" dated November 21, 1994; (2) Amendment No. 1 dated June 18, 2001; (3) Amendment No. 2 dated February 2, 2015; (4) Amendment No. 3 dated April 18, 2016; and (5) Amendment No. 4 dated February 19, 2020 (collectively the "Amended Agreement"); and

WHEREAS, the Amended Agreement covers the operation of a recycled water system consisting of a pump station, pipeline, and appurtenances owned by CALLEGUAS and referred to in the Amended Agreement as the "Wholesale facilities"; and

WHEREAS, the Amended Agreement expired by its terms on November 21, 2021; and

WHEREAS, the PARTIES wish to reinstate the Amended Agreement retroactively effective to November 22, 2021, and further extend the term of the Amended Agreement for an additional five (5) years.

NOW, THEREFORE, the PARTIES agree as follows:

1. The Amended Agreement is hereby reinstated and is retroactively effective to November 22, 2021.

2. The term of the Amended Agreement is from November 22, 2021 to November 21, 2026. Payments/purchase made among the PARTIES for recycled water between November 22, 2021 and the execution of this Fifth Amended Agreement are hereby ratified.

3. Except as expressly modified by this Amendment No. 5, all of the terms, conditions and provisions of the Amended Agreement remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 5 to be executed the day and year first above written.

Attest:

DocuSigned by:

Lucy Blanco

C3E07AF04C384D1...

Lucy Blanco

City Clerk/District Secretary

City of Simi Valley

Simi Valley, California

DocuSigned by:

Keith L. Mashburn

531FA02B0F45430...

Keith L. Mashburn, Mayor of the City of
Simi Valley, California

Approved as to Form:

DocuSigned by:

David L. Caceres

C3E07AF04C384D1...

David L. Caceres

City Attorney/District Counsel

Ventura County Waterworks District

No. 8, A Municipal Corporation

DocuSigned by:

Keith L. Mashburn

531FA02B0F45430...

Keith L. Mashburn, Chair of Ventura
County Waterworks District No. 8

Approved as to Content:

DocuSigned by:

Brian Paul Gabler

5B40F167831E433...

Brian Paul Gabler

City Manager/District Manager

DocuSigned by:

Carolyn Johnson

C2529261F0708454...

Carolyn Johnson

Administrative Services Director

DocuSigned by:

Ronald K. Fuchiwaki

D2438F3A75D340A...

Ronald K. Fuchiwaki

Public Works Director

Calleguas Municipal Water District

DocuSigned by:

Anthony Goff

B62EFD0F01054421...

Anthony Goff, General Manager



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCaffrey
GENERAL MANAGER

BOARD MEMORANDUM

Date: October 7, 2026
To: Board of Directors
From: Kristine McCaffrey, General Manager
Subject: Item 8.B – Discussion Regarding Association of California Water Agencies Elections

Objective: Provide regional leadership by participating in and supporting the Association of California Water Agencies (ACWA).

Recommended Action: Designate a Board Member to vote on behalf of Calleguas for ACWA elections, authorize the General Manager to sign and submit the Authorized Voting Representative Form, and provide direction to the Voting Representative regarding the proposed Amended and Restated Bylaws.

Budget Impact: None.

Discussion: Later this year, ACWA will conduct a vote of the membership by electronic ballot on proposed Amended and Restated Bylaws. Each member agency is entitled to one vote that will be cast by its authorized Voting Representative.

ACWA will also use the Voting Representative in next year's election for ACWA's Board Officers and region boards for the 2028-29 term; however, Calleguas will have the opportunity to change the Voting Representative prior to the deadline for nominating candidates, if desired.

Attachments

- Authorized Voting Representative Form
- Proposed Amended and Restated Bylaws (redline)
- Proposed Amendments Summary Table



2026 PROPOSED BYLAWS AMENDMENTS AUTHORIZED VOTING REPRESENTATIVE FORM

ACWA members will vote by electronic ballot on proposed Amended and Restated Bylaws.

Key Details:

- **Electronic Voting:** Voting will be conducted electronically by each member agency's designated voter.
- **Designated Voter:** Each agency must **designate one voting representative by October 30**. To designate your agency's voter, please submit this **Authorized Voting Representative Form** by the deadline.
Note: ACWA will also use the person designated below as the voting representative in next year's election for ACWA's Board Officers and region boards for the 2028-'29 term. You will have an opportunity to change the designation prior to the deadline for nominating candidates, if desired.
- **Default Voter:** If no representative is designated by the deadline, your agency's **General Manager** will be the authorized voter by default.
- **Ballot Distribution:** Authorized voters will receive an electronic ballot on November 9.

For more information about ACWA's elections, visit: www.acwa.com/elections.

The person designated below will cast our agency's vote for the proposed Amended and Restated Bylaws process in 2026 and the election of ACWA's President, Vice President and Region Board for the 2028-'29 term.

Member Agency's Name		Agency's Phone No.
Authorized Voting Representative's Name	Authorized Voting Representative's Email	Authorized Voting Representative's Phone No.

Print Name of Member Agency's Authorized Signatory

X

Authorized Signatory Signature

Date

SUBMIT YOUR FORM

To: Donna Pangborn, Senior Clerk of the Board
Email: donnap@acwa.com
Mail: 980 9th Street, Suite 1000, Sacramento, CA 95814

SUBMISSION DEADLINE

OCT. 30, 2026



PROPOSED AMENDED AND
RESTATED BYLAWS of the
Association of California
Water Agencies

Amended and restated by the ACWA Members: December 4, 2024

TABLE OF CONTENTS

ARTICLE 1 – General.....	1
ARTICLE 2 – Membership and Dues.....	2
ARTICLE 3 – Officers.....	3
ARTICLE 4 – Board of Directors.....	4
ARTICLE 5 – Regions.....	7
ARTICLE 6 – Executive Committee.....	9
ARTICLE 7 – Standing Committees.....	10
ARTICLE 8 – Special Councils, Committees, and Task Forces.....	13
ARTICLE 9 – Meetings of Members.....	14
ARTICLE 10 –Indemnification of Directors, Officers, and Other Agents.....	17
ARTICLE 11 – Miscellaneous.....	18

(As amended and restated by the Members on December 4, 2024)

ARTICLE 1 - General

Section 1.01. Name. The name of this California nonprofit corporation shall be the Association of California Water Agencies (hereinafter referred to as the Association).

Section 1.02. Principal Office. The principal office for the transaction of business of the Association shall be located in Sacramento, California.

Section 1.03. Purposes. The purposes of the Association shall be to work together with its members and others for the best interests of California and its citizens and landowners who use, need and depend upon water; to encourage the orderly development of the waters of the state; to seek means of obtaining and making available to all of California a dependable water supply of the best possible quality at the lowest possible cost, giving due consideration to environmental factors involved therein; to provide inspiration and leadership in meeting and solving the water supply problems of this state; to propose and advocate such policies and measures—local, state and federal—that serve the best interests of the Association, opposing those of contrary nature; to assist in promoting the health, safety and welfare of the employees of its members; and to do all other things that are in the best interests of its members.

ARTICLE 2 – Membership and Dues

Section 2.01. Membership.

- (a) **Members.** Only a public district, public agency, or public organization created and operated for the purpose of controlling, treating, developing, acquiring, using or supplying water for any purpose for inhabitants or lands within the state of California, or for the protection, drainage or reclamation of lands within the state of California, may become a member of the Association. Such an entity will become a member upon written application, approval by the Board of Directors, and the payment of the required dues. Acceptance to membership shall authorize full participation in Association activities. Except as otherwise provided in Section 2.01(b) below, in no case may an organization other than a state, a political subdivision (as defined in § 1.103-1(b) of the Income Tax Regulations) of a state or an entity the income of which is excluded from gross income under § 115 of the Internal Revenue Code be a member of the Association. A member of the Association shall be in good standing if in compliance with all bylaws and requirements of membership, including timely payment of annual dues and emergency assessments.
- (b) **Honorary Life Members.** Any person who has rendered conspicuous service in furthering the purposes of the Association may, by vote of the Board of Directors, be granted an honorary life membership in the Association without payment of dues or assessments. All past presidents of the Association shall automatically be honorary life members without vote of the Board of Directors. Honorary life members shall not be entitled to a vote or to hold office automatically because of their status as honorary life members.
- (c) **Termination of Members.** Membership shall cease upon the failure of any member to pay the dues provided for in Section 2.02 of this Article. The membership of any member may be terminated at any time by such member sending written notification of its intention to withdraw to the Association's principal office. The Board of Directors may terminate the membership of any member upon 30 days' written notice by first-class mail when it is determined at any regular Board meeting or at any special Board meeting called for that purpose that continuance of such membership would not be in the best interests of the Association. Withdrawal or termination of membership ends any participation in Association activities and shall terminate a member's interest in the Association's assets.

Section 2.02. Dues. The annual dues of each member of the Association shall be established by the Board of Directors; provided, however, that any member may apply for a change in its dues because of conditions that differentiate such applicant from other members.

Section 2.03. Liability of Members. No member shall be liable for any obligation incurred by the Association with the following exception: (1) the payment of the annual dues while it remains a member;

and (2) the payment of emergency assessments, which shall not exceed 10 percent of current annual dues for each member in any calendar year while it remains a member. No emergency assessment may be levied against any member during its first two years of membership in the Association.

ARTICLE 3 - Officers

Section 3.01. President and Vice President.

- (a) **General.** The president and vice president of the Association shall be the elected officers of the Association. At the time of their election the president and vice president shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association. The president and vice president shall be elected by the members of the Association by written ballot in each odd-numbered year before the Association's annual meeting, shall be announced at the Association's annual meeting, shall take office on January 1 of the calendar year following election, and shall hold office until such time as their successors take office or are appointed. An elected president shall not be permitted to succeed himself/herself to that office. Except as provided in this Article, should vacancies occur in either office of the president or vice president, the Board of Directors shall appoint persons to fill such offices for the unexpired terms thereof.
- (b) **President.** The president shall preside at all meetings of the Board of Directors, the Executive Committee, and the general membership; shall appoint members of all committees, including the chair and vice chair of each, upon recommendation from members and regions (as communicated by the region chairs), with each such committee chair and vice chair ratified by the Board of Directors; and shall perform all other duties necessary to carry out the functions of the office. The president shall be a non-voting, *ex officio* member of each committee, but shall not be an *ex officio* member of the Election Committee or the region boards.
- The president may be expelled from office with or without cause, upon the satisfaction of the following two events: (1) a two-thirds vote of the Board of Directors; and (2) a subsequent simple majority vote of the members of the Association during a meeting of the membership.
- (c) **Vice President.** The vice president shall, in the absence of the president, assume all of the duties of that office and, if a vacancy occurs, succeed thereto for the unexpired term. The vice president shall sit as a member of the Executive Committee of the ACWA Joint Powers Insurance Authority and shall perform such other duties as assigned by the president. The vice president shall be a non-voting, *ex officio* member of each committee, but shall not be an *ex officio* member of the Election Committee or the region boards.

The vice president may be expelled from office with or without cause, upon the satisfaction of the following two events: (1) a two-thirds vote of the Board of Directors; and (2) a subsequent simple majority vote of the members of the Association during a meeting of the membership.

Section 3.02. Executive Director/Secretary and Controller/Treasurer.

- (a) **General.** The executive director/secretary and controller/treasurer of the Association shall also be officers of the Association. The executive director/secretary shall be appointed by and hold office at the pleasure of the Board of Directors of the Association.
- (b) **Executive Director/Secretary.** The executive director/secretary shall: (1) advise and assist the Board of Directors, all committees, the boards of each region, and the workgroups of each region; (2) be responsible for administering the total operations of the Association; (3) employ, direct, and release all employed staff in accordance with the policies adopted by the Board of Directors and consistent with the budget adopted by the Board of Directors; (4) provide relevant information to the Board of Directors needed by the Board to take actions; (5) give members notice and record minutes of all meetings of the membership, Board of Directors, and Executive Committee; and (6) have such other powers and perform such other duties as may be provided and assigned by the Board of Directors directly or through the president of the Board or the Executive Committee. The executive director/secretary, with the assistance of the controller/treasurer, shall render a report to the Board of Directors at the first meeting following the close of each calendar year showing the membership of the Association, the receipts and expenditures during the year, and the work accomplished during the previous year.
- (c) **Controller/Treasurer.** The controller/treasurer shall report to and act under the direction of the executive director/secretary. The controller/treasurer shall be a signatory on all accounts held by the Association and shall act as a fiduciary for all assets of the Association.

ARTICLE 4 – Board of Directors

Section 4.01. Membership. The Board of Directors shall consist of:

- (a) The Association president and vice president.
- (b) The chair and vice chair of each region.
- (c) The chair of each standing committee.
- (d) The most immediate active past president.
- (e) The vice president of the ACWA/Joint Powers Insurance Authority.

Section 4.02. Term of Office. The term of office of all members of the Board of Directors shall commence on January 1 of the calendar year following election of the president and vice president, except for those persons who serve on the Board of Directors by nature of their position as chairs of standing committees, whose terms shall instead commence upon their ratification by the Board of Directors. Except as provided in Article 4, Section 4.11, the term of office for all members of the Board of Directors shall terminate on December 31 of the following odd-numbered year two years later, or until their successors take office.

Section 4.03. Attendance Requirement. Any member of the Board of Directors who misses two consecutive regular Board meetings without being excused by the Board will no longer be a member of the Board of Directors.

Section 4.04. Regular Meetings. Regular meetings of the Board of Directors shall be held bimonthly at such times and places as the Board may determine.

Section 4.05. Special Meetings. Special meetings may be called by the president upon the president's own volition or shall be called by the president when requested in writing by five directors. Prior to conducting such a special meeting, the president shall consult with the Executive Committee to ensure that adequate information is available to the Board of Directors for any necessary decisions; and where such meeting is called upon the president's own volition, the president shall also consult with the Executive Committee as to the necessity of the special meeting. [However, the president's determination of necessity shall control.](#) Notice for special meetings shall be provided in the following manner: (1) upon 10 days' written notice sent by mail to each director and addressed to each at the address as shown upon the records of the Association; or (2) upon 48 hours' notice with notice provided by electronic means. When the meeting is called upon the president's own volition, the president shall choose the form of notice; when the meeting is called by a request of five directors, the five directors shall choose the form of notice and the president shall promptly call the meeting. No business except those items described in the notice shall be transacted at any special meeting, except by consent of three-fourths of the members of the Board of Directors present.

Section 4.06. ~~Meetings by Electronic Communication.~~ Alternatives to Traditional Meetings.

(a) Any meeting of the Board of Directors, region boards, or any committee may be conducted, in whole or in part, by telephone, electronic transmission, or by electronic video screen communication. A member of the Board of Directors, a region board, or any committee shall be deemed present in person at the meeting if the following apply:

(a)(1) Each director, region board, or committee member participating in the meeting can communicate concurrently with all other directors, region board, or committee members.

~~(1)-(2)~~ Each director, region board or, committee member is provided the means of participating in all matters before the board, region board, or committee, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association.

(b) To the extent permitted by applicable law and subject to all applicable requirements, any action that may be taken at a regular or special Board of Directors, a region board, or any committee may be approved by unanimous written consent of the members of that body.

~~Section 4.06.~~**Section 4.07. Quorum.** At any meeting of the Board of Directors, the attendance of 50 percent of the voting members of the Board of Directors, or their permitted alternates as specified in these bylaws, shall constitute a quorum for the transaction of any business. The Board may hold a closed session for discussion of personnel matters; enforcement of violations of the code of conduct; pending or anticipated litigation or other legal matters, including, but not limited to, considering whether to file or join in an amicus brief; real property negotiations and discussions; and other confidential matters as determined by the Board to the extent permitted by applicable law. (See Board Policy 2.1.8.3.)

~~Section 4.07.~~**Section 4.08. Alternates.** Each region shall designate an alternate for each chair and vice chair, who shall meet the qualification requirements for chair and vice chair, to act at meetings of the Board of Directors when the chair or vice chair is unable to attend. The vice chair of each standing committee will be the alternate to act at meetings of the Board of Directors when the standing committee chair is unable to attend. An alternate may not act or vote on behalf of more than one member of the Board of Directors. A member of the Board of Directors may not act as an alternate for any other member.

~~Section 4.08.~~**Section 4.09. Vacancies for Standing Committee Chairs and Vice Chairs.** Should a vacancy occur in the office of any standing committee chair or vice chair before the end of the term, the president shall appoint a new committee chair or vice chair to fulfill the unexpired term of such committee chair or vice chair subject to ratification by the Board of Directors. A vacancy in the office of any such standing committee chair or vice chair as described in the previous sentence shall be deemed to exist when the chair or vice chair: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

~~Section 4.09.~~**Section 4.10. Duties, Authorities, and Delegation.** Subject to the provisions and limitations of California Nonprofit Corporation Law, other applicable laws, and the provisions of these bylaws, the Association's activities and affairs are to be exercised by or under the direction of the Association's Board of Directors. The Board of Directors is responsible for the overall supervision, control, and direction of the Association. The Board of Directors shall: (1) employ and release the executive director/secretary; (2) set performance expectations for the executive director/secretary; (3) receive, review, and consider approval of executive director/secretary recommended compensation, other terms and conditions of employment, and annual evaluations as prepared by the Executive Committee; (4)

annually adopt a budget; and (5) set the level of dues for the Association. Except as to the duties listed in the previous sentence, and subject to Article 3, Section 2, the Board of Directors may delegate the supervision, control, and direction of the Association's affairs to any person or group, including a committee, provided the Association Board retains ultimate responsibility for the actions of such person or group. Where such powers are delegated, the delegation shall be documented in writing.

~~Section 4.10.~~Section 4.11. **Immediate Past President.** The immediate past president automatically assumes this position after serving as the Association's elected president and is a voting member of the Board of Directors and Executive Committee. The term of office for the immediate past president shall commence on January 1 of the calendar year following election of the president and vice president and shall terminate on December 31 of the following odd-numbered year two years later. In the event the most immediate active past president is unavailable to serve, the most recent and available active past president in succession shall serve in this capacity.

~~Section 4.11.~~Section 4.12. **Code of Conduct of Board Members.**

- (a) The Board of Directors shall establish, and update as appropriate, a code of conduct for its Directors that recognizes the Association's commitment of integrity, respect, and fair representation to its members and the public they serve and establishes minimum ethical standards for the performance of the duties of office. (See Code of Conduct Policy, Board Policy Manual, Policy No. GO-2.1A.) The code shall be consistent with the procedural processes contained in the Code of Conduct Policy. (See sections 2.1.3A and 2.1.4A of Policy GO-2.1A of the Board Policy Manual.) The code shall be distributed to all new Directors and shall be distributed annually to all members of the Association.

ARTICLE 5— Regions

Section 5.01. Boundaries of Each Region.

- (a) There shall be a maximum of 10 regions within the state. The Board of Directors shall determine the regional boundaries. Insofar as is practicable, the regions shall have a numerical balance in members of the Association; make geographic sense; and promote regional problem solving.
- (b) A member of the Association may file a written petition to the Board of Directors requesting a change in regions. Such petition shall set forth the reasons for such requested change. The Board shall, within a reasonable time, act upon such petition and set forth the reasons for its action. Such action by the Board shall be based on factors in Section 5.01(a) above, as well as others deemed by the Board of Directors to be relevant to the decision.

Section 5.02. Officers.

- (a) The officers of each region shall be a chair and vice chair and three to five region board members who shall be elected by the region in each odd-numbered year. A region may maintain a board of fewer than five but not less than three members as provided in the region's rules and regulations. The officers of the region board shall take office on January 1 of the calendar year following election and shall hold office for two years, or until their successors take office. Regions shall hold elections by electronic ballot. Five or more members of the Association from the region shall constitute a quorum for purposes of regional board elections. Association staff shall verify the legitimacy of the ballots.
- (b) The officers of each region shall: (1) exercise the powers and perform duties of the region during the interim between region meetings; and (2) make recommendations to the president regarding appointments to committees. The chair and vice chair shall be the region's representatives to the Board of Directors.
- (c) Each officer of a region shall be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the office, the individual may not serve during the remaining term of that office unless that individual can again meet the criteria for the office and is appointed to complete the term. The region board may adopt more stringent criteria for board member qualifications as part of the region's rules and regulations.
- (d) Should a vacancy occur in any of the region board positions before the end of the term, the remaining members of the region board shall appoint a new member. A vacancy in the office of any region board position shall be deemed to exist when a region board member: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 5.03. Nominating Committees. There shall be a nominating committee for each region consisting of three or more designees, each representing a member of the Association located within the region, appointed by the chair of the region and approved by the region board. Nominating committees shall be formed by February 28 of each odd-numbered year.

Section 5.04. Meetings. The meetings of each region shall be held at both the spring and fall conferences and at such other times and places as may be determined by the region chair. Representatives of five or more members of the Association from the region present at any region meeting shall constitute a quorum for purposes of conducting the business of the region. Any meeting,

regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission, as set forth in Section 4.06.

Section 5.05. Workgroups. Workgroups may be appointed by the region chair as needed.

Section 5.06. Rules. Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association. Each region shall abide by the code of conduct adopted by the Board of Directors of the Association.

ARTICLE 6 – Executive Committee

Section 6.01. Membership. There shall be an Executive Committee consisting of the following: the president of the Association, who shall be the chair thereof; the vice president; the most immediate active past president; the chair of the Finance Committee; and three at-large representatives selected from and by the members of the Board of Directors. The election of the three at-large representatives to the Executive Committee shall occur at the first Board of Directors meeting held in each even-numbered year and the elected representatives shall serve immediately following their election and until such time as their successors take office. To the extent practical, the Executive Committee should be constituted so as to reflect the geographic extent of the Association and the functions of the members of the Association.

Section 6.02. Powers. The Executive Committee shall have the following authority:

- (a) **Personnel.** Subject to the budget adopted by the Board of Directors, the Executive Committee shall perform the following personnel actions: (1) recommend compensation for the executive director/secretary to the Board of Directors for approval; (2) perform annual reviews of the executive director/secretary and submit that review to the Board of Directors; (3) review the classification and compensation plan and publicly posted salary schedule for Association employees submitted by the executive director/secretary, which shall be approved by the Board of Directors; (4) establish personnel policies for the conduct and behavior of employees, which shall be reviewable by the Board of Directors; and (5) undertake such other personnel actions as may be requested by the executive director/secretary in support of his or her oversight of all other personnel matters, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors.
- (b) **Delegation.** The Executive Committee may act pursuant to any authority specifically delegated to it by the Board of Directors. The delegation shall indicate whether the authority is still subject to the ultimate authority of the Board.
- (c) **Authority to Act Between Meetings.** The Executive Committee may act for the Board of Directors between Board meetings when calling a special meeting of the Board of Directors is impracticable, provided that no such action of the Executive Committee shall be binding on the Board of Directors until authorized or approved by the Board. The

Executive Committee has the authority to authorize actions recommended by the Legal Affairs Committee (such as the filing of letter briefs and amicus curiae briefs) by electronic means without the need for an in-person or telephonic meeting, but such actions shall be ratified by the Board of Directors at its next meeting.

Section 6.03. Reporting. The president, or any person designated by the president, shall report to the Board of Directors, at each regular Board meeting, any action taken by the Executive Committee since the last preceding regular Board meeting. The minutes of Executive Committee meetings, which at that time may still be in draft form, shall be mailed (using the U.S. Postal Service, express delivery, electronic means, or otherwise) to each member of the Board of Directors at least five days prior to Board meetings, except in cases in which the Executive Committee meets during or immediately prior to a conference of the Association or immediately prior to a Board meeting, in which case the minutes, which may still be in draft form, shall be mailed to each director promptly thereafter.

Section 6.04. Meetings. The Executive Committee shall hold regularly scheduled meetings as set by the president. Special meetings of the Executive Committee may be called by the president upon notice to the members of that committee or upon written request of three Executive Committee members. Notice for special Executive Committee meetings shall be provided to the entire Board: (1) upon five days' written notice sent by mail, or (2) upon 24 hours' notice with notice provided by electronic means; and all such meetings shall be open to the Board of Directors. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission, as set forth in Section 4.06. With the exception of closed sessions as designated by the Executive Committee, all members of the Board of Directors and Council of Past Presidents may attend any meeting of the Executive Committee. However, Meetings of the Executive Committee may be closed its meetings to select or all non-members of the Committee to others at the discretion of the president or by a majority vote of the Executive Committee. Any decision to close an Executive Committee meeting to others shall be final and not reversible except with the consent of party that decided to close the meeting. Only members of the Executive Committee are allowed to vote on Executive Committee matters at a meeting of the committee.

Section 6.05. Minutes. The minutes of the Executive Committee meetings shall be kept by the executive director/secretary at the Association's principal office. Actions of the Executive Committee shall be reported to the Board of Directors as provided in Section 3 of this Article and shall be available to any member of the Board of Directors upon request to the executive director/secretary.

ARTICLE 7 – Standing Committees

Section 7.01. Qualification. In order to serve on any Association standing committee, an individual must be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the

appointment, the individual may not serve during the remaining term of that appointment unless that individual can again meet the criteria for appointment and is appointed to complete the term.

Section 7.02. Term of Office. The term of office of standing committee members shall be two years commencing on January 1 of each even-numbered year. The term of office of standing committee chairs and vice chairs shall be approximately two years and shall commence as soon after January 1 of the even-numbered year as they may be appointed by the president and ratified by the then-seated Board of Directors, and shall terminate on December 31 of the odd-numbered year approximately two years later or until their successors are appointed and ratified.

Section 7.03. Meetings. Meetings of standing committees may be called at such times and places designated by the respective chair thereof except where provided otherwise by these bylaws. Any meetings of standing committees may be conducted, in whole or in part, by electronic transmission or by electronic video screen communication, as set forth in Section 4.06. Subject to the provisions of these bylaws and any actions that may be taken by the Board of Directors, the chairs of each standing committee may establish their own rules for the efficient operation of the committee they each chair. The chairs of each standing committee are authorized to create subcommittees and workgroups in order to complete the work of the committee.

Section 7.04. Committee Composition. Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committees subject to the rules and procedures of each committee. If the chair is absent, the vice chair shall fill the role of the chair during such absence.

Section 7.05. Agriculture Committee. There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of the Association and its members. The committee shall consist of at least one member from each region.

Section 7.06. Business Development Committee. There shall be a Business Development Committee whose duty it is to develop and recommend to the Board of Directors programs and activities to be provided or administered by the Association that generate non-dues revenue and provide a service or benefit to member agencies. The committee shall consist of at least one member from each region and may include members from any of the other standing committees.

Section 7.07. Communications Committee. There shall be a Communications Committee whose duty it shall be to develop and make recommendations to the Board of Directors regarding a comprehensive internal and external communications program for the Association and to promote development of sound public information and education programs and practices among member agencies. The committee shall

consist of no more than 40 members. The committee shall consist of at least one member from each region.

Section 7.08. Energy Committee. There shall be an Energy Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one member from each region.

Section 7.09. Federal Affairs Committee. There shall be a Federal Affairs Committee whose duty it shall be to review all federal legislative proposals and regulatory proposals affecting member agencies, after consulting with other appropriate committees, and to develop Association positions consistent with existing policy, where it has been established; recommend sponsorship of bills that will resolve problems or improve conditions for member agencies; and assist in the establishment of the Association's federal legislative program. The committee shall consist of at least one, but no more than five members from each region.

Section 7.10. Finance Committee. There shall be a Finance Committee whose duty it shall be to make recommendations to the Board of Directors regarding annual budgets, dues formula and schedules and other revenue-producing income, annual audit and selection of an auditor, and investment strategies. The committee shall consist of the president and vice president of the Association as *ex officio* members, either the chair or vice chair from each of the Association's 10 region boards, and one additional member from each region with experience in financial matters.

Section 7.11. Groundwater Committee. There shall be a Groundwater Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one member from each region.

Section 7.12. Legal Affairs Committee. There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to member agencies, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the member agencies and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of between 34 and 44 attorneys, each of whom shall be a member of the California Bar and shall be, or act as, counsel for a member agency, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. The committee shall consist of at least one member from each region.

Section 7.13. Local Government Committee. There shall be a Local Government Committee whose duty it shall be to recommend policies to the State Legislative Committee, as appropriate, and Board of Directors on matters affecting water agencies as a segment of local government in California. The committee shall consist of at least one, but no more than three members from each region.

Section 7.14. Membership Committee. There shall be a Membership Committee whose duty it shall be to assist staff in developing membership recruitment and retention programs, make recommendations to the Board of Directors regarding membership policies, eligibility, and applications for membership and review and make recommendations to the Finance Committee regarding an equitable dues structure. The committee shall consist of at least one member from each region.

Section 7.15. State Legislative Committee. There shall be a State Legislative Committee whose duty it shall be to review all state legislative proposals affecting member agencies and to establish Association positions, consistent with existing policy, where it has been established; sponsor bills that will resolve problems or improve conditions for member agencies; and assist in the establishment of the Association's legislative program. The committee shall consist of members representing a variety of types of member agencies and at least one, but no more than four members from each region.

Section 7.16. Water Management Committee. There shall be a Water Management Committee whose duty it shall be to recommend policy and programs to the Board of Directors on any area of concern in water management. The committee shall consist of at least one, but no more than four members from each region.

Section 7.17. Water Quality Committee. There shall be a Water Quality Committee whose duty it shall be to develop and recommend Association policy, positions, and programs to the Board of Directors, to promote cost-effective state and federal water quality regulations that protect the public health, to enable interested member agencies to join together to develop and coordinate with other organizations, and to present unified comments regarding agricultural and domestic water quality regulations. The committee shall consist of at least one member from each region.

ARTICLE 8 – Special Councils, Committees, and Task Forces

Section 8.01. Council of Past Presidents. There shall be a Council of Past Presidents composed of all past presidents of the Association who serve on the council until each is no longer able to or wishes to serve. The council shall provide a mechanism for past presidents to continue to make valuable contributions to the Association. With approval of the Board of Directors, the president and/or executive director/secretary may assign specific responsibilities to the council from time to time. Members of the Council of Past Presidents are invited to attend and participate in the Association's Board and Executive Committee meetings, including attending closed sessions [of the Board](#). [Members of the Council of Past Presidents may also attend closed sessions meetings of the Executive Committee except as designated by the Executive Committee as further described in Section 6.04.](#) With the exception of the immediate past president, members of the Council of Past Presidents are non-voting.

Section 8.02. Election Committee. There shall be an Election Committee consisting of eleven representatives established by February 28 of each odd-numbered year, whose purpose shall be to present qualified individuals for the offices of president and vice president of the Association. The Election Committee shall vet all candidates to determine if the eligibility criteria have been met. The Election Committee will endorse a preferred candidate for president and vice president before presenting an open ballot with all qualifying candidates to the members for a vote in the manner set forth in Section 9.10 and Section 9.11.

(a) Selection. The Election Committee shall be selected in the following manner:

(1) Each of the 10 currently seated Region Boards in the odd-numbered year shall appoint a representative from their respective regions to serve on the Election Committee.

(2) One representative appointed by the president in the odd-numbered year shall also serve on the Election Committee. Neither the president nor the vice president qualifies to be appointed to this position.

(b) Qualification. In order to serve on the Election Committee, an individual must be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Past presidents, who are Honorary Life Members of the Association, may also serve on the Election Committee without meeting stated qualifications unless otherwise disqualified. Where an individual ceases to meet these criteria during the election cycle, the individual may not continue to serve. When the disqualified member represented a Region Board, the affected Region Board shall select a replacement representative. When the disqualified member represented the President, the President shall select an alternate representative.

Section 8.03. Other Committees and Task Forces. Other committees and task forces may be appointed by the president from time to time as needed, consistent with and supportive of the mission of the Association.

ARTICLE 9 – Meetings of Members

Section 9.01. Meetings. Meetings of the members of the Association shall be held at the Association's conferences to provide a report to the members on the Association's activities during the past year, provide an overview of the Association's finances, announce the newly elected president and vice president of the Association in each odd-numbered year, and to transact such other proper business as may come before the meeting.

Section 9.02. Special Meetings. Special meetings of the members of the Association may be called by the Board of Directors, the president of the Board of Directors, or by 5 percent or more of the members of the Association. Except when called by the Board, a request for a special meeting must be in writing and must be delivered in person or mailed by first-class mail addressed to the president of the Board at the principal office of the Association, with a copy to the executive director/secretary. The request must state the general nature of the business proposed to be transacted at the meeting.

A special meeting that has been called by written request of 5 percent of the member agencies of the Association to the Board of Directors shall be set by the Board of Directors on a date that is not less than 35 or more than 90 days after receipt of the request.

Section 9.03. Meetings by Remote Communication. Any meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the Association or by electronic video screen communication. The member shall be deemed present in person at the meeting if the following apply:

- (a) The Association implements reasonable measures to provide the member a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings.
- (b) If any member votes or takes other action at the meeting by means of electronic transmission to the Association or electronic video screen communication, a record of that vote or action is maintained by the Association.
- (c) The Association verifies that each person participating remotely is an authorized representative of a voting member.

Section 9.04. Notice Requirements for Membership Meetings. Written notice of any membership meeting shall be given to each voting member of the Association. The notice shall state the date, time, and place of the meeting; the means by which members may participate; and the general nature of the business to be transacted. The member notification information shall also be posted on the Association's website.

Except as otherwise provided in these bylaws or California law, a written notice of regular membership meetings shall be given not less than 10 or more than 90 days before the date of the meeting to each member who, on the record date for notice of the meeting, is entitled to vote; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, that notice shall be given not less than 20 days before the meeting.

Section 9.05. Notice Requirements for Special Meetings. The executive director/secretary shall cause notice to be given to all members of the Association of the date, time, and place of the meeting and the general nature of the business to be transacted at the meeting. No business except that specified in the request and notice may be transacted at said special meeting. If notice of the requested special meeting

is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice.

Section 9.06. Voting. Each member of the Association in good standing at the time of the annual or special meeting shall be entitled to one vote that shall be cast by its authorized representative. Each member must designate its authorized representative prior to the annual or special meeting. It is the member's responsibility to designate or update its authorized representative as needed. The Association may confirm with any member the identity of that member's authorized representative for the purpose of casting ballots in any election of president and vice president, amendments to these Bylaws, or other Association business that requires a vote. All questions, except amendments or revisions of these bylaws, shall be determined by a majority of the members present and voting. A roll call may be requested by any authorized representative.

Section 9.07. Amendment of Bylaws. These bylaws may be amended or revised by two-thirds of the member agencies of the Association present and voting at any meeting.

Section 9.08. Quorum. The presence of the authorized representatives of at least 50 members of the Association at any meeting of the members shall constitute a quorum for transacting business. Actions [of the members of the Association](#) taken by written ballot shall require the timely receipt of the written ballot from the authorized representatives of at least 50 members to constitute a quorum.

Section 9.09. Amendments, Revisions, and Resolutions. Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association not less than 10 days or more than 90 days prior to presentation at such meeting. The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 9.04. The 90-day rule may be suspended at any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections 9.06 and 9.07.

Section 9.10. Nomination of President and Vice President.

- (a) **Qualification.** At the time of their election, the president and vice president of the Association shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association.

- (b) **Nominating Resolutions.** All nominations for the positions of president and vice president shall be accompanied by an official resolution from the Association member agency on whose board the nominee serves. Said resolution shall be signed by an authorized signatory of the member agency's Board of Directors.

Section 9.11. Election of President and Vice President. Each member of the Association in good standing at the time a vote is cast is entitled to one vote for election of the president and vice president that shall be cast by its authorized representative by written ballot. The ballot and any related material may be sent by first class, registered, or certified mail or electronic transmission by the Corporation that meets the requirements of Corporations Code section 20, and responses may be returned to the Corporation by mail or electronic transmission. On any written ballot for the election of president or vice president, an authorized representative acting on behalf of the member may write in a qualified candidate for election. Nominating resolutions for write-in candidates must be received by the deadline for the return of ballots.

Section 9.12. Write-In Candidates. If a write-in candidate prevails in any election for president or vice president, such individual shall not be officially elected into such position until the Election Committee confirms that the individual meets the eligibility criteria and qualifications requirements.

Section 9.13. Run-off Election for President and Vice President. In the event a nominee does not receive a majority of the votes for president or vice president, a run-off election shall be held for the office or offices for which a majority of the votes have not been received. The run-off election shall only involve the nominees who received the two highest amounts of votes. The run-off election shall be conducted in the same manner as the initial election.

Section 9.14. Additional Procedures for Election of President and Vice President. The Board shall have the authority to adopt policies for elections ("Election Policy") of president and vice president setting forth the details for the election of such positions when not otherwise contrary to or covered by these bylaws.

Section 9.15. Action by Written Ballot. To the extent permitted by applicable law and subject to all applicable requirements, any action that may be taken at a regular or special member meeting of the members may be approved by written ballot if a ballot is sent to each member entitled to vote on the matter. If approved by the Board, ballots may be sent and returned by electronic transmission as permitted in the Corporations Code. Ballot format, solicitation and voting thresholds shall meet the requirements of the Corporations Code and be consistent with applicable provisions of these Bylaws.

ARTICLE 10—Indemnification of Directors, Officers, and Other Agents

Section 10.01. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in

connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

Section 10.02. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification.

Section 10.03. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 10.04. Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's or agent's status as such.

ARTICLE 11 - Miscellaneous

Section 11.01. Conduct of Meetings. All meetings of the Association shall be conducted in accord with the code of conduct and in substantial accordance with the latest edition of Robert's Rules of Order Newly Revised unless the Board adopts alternate rules of conduct for itself and/or its committees, region boards, and region workgroups.

Section 11.02. Funds. The funds of the Association shall be used to further the aims and purposes of this Association. They shall be kept by the controller/treasurer and paid out by checks or other electronic means, which shall only be valid with two authorized signatures. The Board of Directors shall designate by resolution which persons, other than the controller/treasurer, may sign for expenditures. The Finance Committee shall implement procedures to ensure necessary internal controls over the receipt and expenditures of Association funds and arrange for an external audit. Audit reports shall be presented to the Board of Directors.

Section 11.03. Disposition of Assets upon Dissolution. The Association's properties and assets are irrevocably dedicated to the fulfillment of the Association's purposes as described in Article 2 of the Articles of Incorporation. No part of the Association's net earnings, properties and assets, on dissolution or otherwise, may inure to the benefit of any private person. Upon the dissolution of the Association, all

debts thereof shall be paid and its affairs settled, and all remaining assets shall be distributed to the Association's member political subdivisions for a public purpose, consistent with the provisions of the California Nonprofit Corporation Law relating to mutual benefit corporations then in effect and with the Articles of Incorporation.

Section 11.04. Definitions. As used in these Bylaws, the terms "electronic transmission" and "notice provided by electronic means" shall refer to notice and other communications given by fax or e-mail.

Section 11.05. Conflicts Between Bylaws and Other Association Policies. To the extent permitted by applicable law, these Bylaws shall govern in the event there is a conflict between these Bylaws and another Association policy, rule, or procedure.

Amended comprehensively December 1, 2010

Amended May 9, 2012

Amended May 7, 2014

Amended December 2, 2015

Amended November 29, 2017

Amended & Restated November 30, 2022

Amended & Restated December 4, 2024



Proposed Amendments to the ACWA's Bylaws

Amendment 1: ARTICLE 4, Section 4.05, Special Meeting

Current Bylaw	Proposed Bylaw	Rationale
Section 4.05. Special Meetings. Special meetings may be called by the president upon the president's own volition or shall be called by the president when requested in writing by five directors. Prior to conducting such a special meeting, the president shall consult with the Executive Committee to ensure that adequate information is available to the Board of Directors for any necessary decisions; and where such meeting is called upon the president's own volition, the president shall also consult with the Executive Committee as to the necessity of the special meeting. Notice for special meetings shall be provided in the following manner: (1) upon 10 days' written notice sent by mail to each director and addressed to each at the address as shown upon the records of the Association; or (2) upon 48 hours' notice with notice provided by electronic means. When the meeting is called upon the president's own volition, the president shall choose the form of notice; when the meeting is called by a request of five directors, the five directors shall choose the form of notice and the president shall promptly call the meeting. No business except those items described in the notice shall be transacted at any special meeting, except by consent of three-fourths of the members of the Board of Directors present.	Section 4.05. Special Meetings. Special meetings may be called by the president upon the president's own volition or shall be called by the president when requested in writing by five directors. Prior to conducting such a special meeting, the president shall consult with the Executive Committee to ensure that adequate information is available to the Board of Directors for any necessary decisions; and where such meeting is called upon the president's own volition, the president shall also consult with the Executive Committee as to the necessity of the special meeting. <u>However, the president's determination of necessity shall control.</u> Notice for special meetings shall be provided in the following manner: (1) upon 10 days' written notice sent by mail to each director and addressed to each at the address as shown upon the records of the Association; or (2) upon 48 hours' notice with notice provided by electronic means. When the meeting is called upon the president's own volition, the president shall choose the form of notice; when the meeting is called by a request of five directors, the five directors shall choose the form of notice and the president shall promptly call the meeting. No business except those items described in the notice shall be transacted at any special meeting, except by consent of three-fourths of the members of the Board of Directors present.	Amendment to add the president's ultimate authority to schedule a special meeting if deemed necessary.

Note: Green text throughout this document reflects edits recommended by the Legal Affairs Bylaws and Procedures Subcommittee in response to its review and analysis of the proposed amendments to the Bylaws, consistent with Section 9.09 of ACWA's Bylaws. The ACWA Board included the LAC Workgroup's recommended edits as part of its recommendation to the members.

Proposed Amendments to the ACWA's Bylaws

Amendment 2: ARTICLE 4, Section 4.06 Meetings by Electronic Communication

Current Bylaw	Proposed Bylaw	Rationale
Section 4.06. Meetings by Electronic Communication. Any meeting of the Board of Directors, region boards, or any committee may be conducted, in whole or in part, by telephone, electronic transmission, or by electronic video screen communication. A member of the Board of Directors, a region board, or any committee shall be deemed present in person at the meeting if the following apply: (a) Each director, region board, or committee member participating in the meeting can communicate concurrently with all other directors, region board, or committee members. (b) Each director, region board or, committee member is provided the means of participating in all matters before the board, region board, or committee, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association.	Section 4.06. Meetings by Electronic Communication. <u>Alternatives to Traditional Meetings.</u> (a) Any meeting of the Board of Directors, region boards, or any committee may be conducted, in whole or in part, by telephone, electronic transmission, or by electronic video screen communication. A member of the Board of Directors, a region board, or any committee shall be deemed present in person at the meeting if the following apply: 1) Each director, region board, or committee member participating in the meeting can communicate concurrently with all other directors, region board, or committee members. 2) Each director, region board or, committee member is provided the means of participating in all matters before the board, region board, or committee, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association. (b) <u>To the extent permitted by applicable law and subject to all applicable requirements, any action that may be taken at a regular or special Board of Directors, a region board, or any committee may be approved by unanimous written consent of the members of that body.</u>	Amendment to allow the flexibility to take action by written consent. LAC recommended this language be added to Article 4 instead of Article 9.

Proposed Amendments to the ACWA's Bylaws

Amendment 3: ARTICLE 5, Regions

Current Bylaw	Proposed Bylaw	Rationale
Section 5.02. Officers (a) The officers of each region shall be a chair and vice chair and three to five region board members who shall be elected by the region in each odd-numbered year. A region may maintain a board of fewer than five but not less than three members as provided in the region's rules and regulations. The officers of the region board shall take office on January 1 of the calendar year following election and shall hold office for two years, or until their successors take office. Regions shall hold elections by electronic ballot. Association staff shall verify the legitimacy of the ballots.	Section 5.02. Officers (a) The officers of each region shall be a chair and vice chair and three to five region board members who shall be elected by the region in each odd-numbered year. A region may maintain a board of fewer than five but not less than three members as provided in the region's rules and regulations. The officers of the region board shall take office on January 1 of the calendar year following election and shall hold office for two years, or until their successors take office. Regions shall hold elections by electronic ballot. <u>Five or more members of the Association from the region shall constituting a quorum for the purposes of regional board elections.</u> Association staff shall verify the legitimacy of the ballots.	Amendment to clarify the quorum for region board elections is five members.

Proposed Amendments to the ACWA's Bylaws

Amendment 4: ARTICLE 6, Section 6.04, Meetings

Current Bylaw	Proposed Bylaw	Rationale
Section 6.04. Meetings. The Executive Committee shall hold regularly scheduled meetings as set by the president. Special meetings of the Executive Committee may be called by the president upon notice to the members of that committee or upon written request of three Executive Committee members. Notice for special Executive Committee meetings shall be provided to the entire Board: (1) upon five days' written notice sent by mail, or (2) upon 24 hours' notice with notice provided by electronic means; and all such meetings shall be open to the Board of Directors. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission, as set forth in Section 4.06. All members of the Board of Directors may attend any meeting of the Executive Committee. Meetings of the Executive Committee may be closed to others at the discretion of the president or committee. Only members of the Executive Committee are allowed to vote on matters at a meeting of the committee.	Section 6.04. Meetings. The Executive Committee shall hold regularly scheduled meetings as set by the president. Special meetings of the Executive Committee may be called by the president upon notice to the members of that committee or upon written request of three Executive Committee members. Notice for special Executive Committee meetings shall be provided to the entire Board: (1) upon five days' written notice sent by mail, or (2) upon 24 hours' notice with notice provided by electronic means; and all such meetings shall be open to the Board of Directors. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission, as set forth in Section 4.06. <u>With the exception of closed sessions as designated by the Executive Committee,</u> all members of the Board of Directors <u>and Council of Past Presidents</u> may attend any meeting of the Executive Committee. <u>However, Meetings of the Executive Committee may be closed its meetings to select or all non-members of the Committee to others at the discretion of the president or by a majority vote of the Executive Committee. Any decision to close an Executive Committee meeting to others shall be final and not reversible except with the consent of party that decided to close the meeting.</u> Only members of the Executive Committee are allowed to vote on <u>Executive Committee</u> matters. at a meeting of the committee.	Amendment to limit attendance during closed session discussions involving personnel matters to preserve the confidentiality of sensitive employment information, protect the privacy rights of employees and applicants, and promote candid discussion by those with responsibility for making personnel decisions. Importantly, the Board of Directors could conduct its own closed session prior to any final action. This amendment ensures flexibility for the Executive Committee's internal deliberation and consideration while preserving ultimate Board decision-making authority.

Proposed Amendments to the ACWA's Bylaws

Amendment 5, ARTICLE 8, Section 8.01, Council of Past Presidents

Current Bylaw	Proposed Bylaw	Rationale
Section 8.01. Council of Past Presidents. There shall be a Council of Past Presidents composed of all past presidents of the Association who serve on the council until each is no longer able to or wishes to serve. The council shall provide a mechanism for past presidents to continue to make valuable contributions to the Association. With approval of the Board of Directors, the president and/or executive director/secretary may assign specific responsibilities to the council from time to time. Members of the Council of Past Presidents are invited to attend and participate in the Association's Board and Executive Committee meetings, including attending closed sessions. With the exception of the immediate past president, members of the Council of Past Presidents are non-voting.	Section 8.01. Council of Past Presidents. There shall be a Council of Past Presidents composed of all past presidents of the Association who serve on the council until each is no longer able to or wishes to serve. The council shall provide a mechanism for past presidents to continue to make valuable contributions to the Association. With approval of the Board of Directors, the president and/or executive director/secretary may assign specific responsibilities to the council from time to time. Members of the Council of Past Presidents are invited to attend and participate in the Association's Board and Executive Committee meetings, including attending closed sessions <u>of the Board. Members of the Council of Past Presidents may also attend closed session meetings the Executive Committee except as designated by the Executive Committee as further described in Section 6.04.</u> With the exception of the immediate past president, members of the Council of Past Presidents are non-voting.	Amendment to clarify that the Council of Past Presidents may attend Board of Directors and Executive Committee meetings, with the exception of Executive Committee closed sessions as designated by the Executive Committee.

Proposed Amendments to the ACWA's Bylaws

Amendment 6, Article 9, Section 9.08, Quorum

Current Bylaw	Proposed Bylaw	Rationale
Section 9.08. Quorum. The presence of the authorized representatives of at least 50 members of the Association at any meeting of the members shall constitute a quorum for transacting business. Actions taken by written ballot shall require the timely receipt of the written ballot from the authorized representatives of at least 50 members to constitute a quorum.	Section 9.08. Quorum. The presence of the authorized representatives of at least 50 members of the Association at any meeting of the members shall constitute a quorum for transacting business. Actions <u>of the members of the Association</u> taken by written ballot shall require the timely receipt of the written ballot from the authorized representatives of at least 50 members to constitute a quorum.	Amendment to clarify that the quorum for the region board elections is five, consistent with the quorum needed to conduct business at a region meeting, as established in Section 5.04, and with newly amended quorum language to elect region boards in Section 5.02.



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

08C MEMO ACTION ITEMS

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCAFFREY
GENERAL MANAGER

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Kat Ehret, Senior Communications Specialist

Subject: Item 8.C — Discussion Regarding Resolution No. 2140, Recognizing and Supporting the Contributions of Calleguas Employees During Water Professionals Appreciation Week 2026

Objective: Pursue workforce excellence and prepare the workforce of the future by recognizing the importance of water professionals at Calleguas.

Recommended Action: Approve Resolution No. 2140, Recognizing and Supporting the Contributions of Calleguas Employees During Water Professionals Appreciation Week 2026.

Budget Impact: None

Discussion: In 2017, the California Legislature, via Senate Concurrent Resolution 80, declared the second week in October “Water Professionals Appreciation Week” (WPAW). This year, WPAW runs from October 3-11.

The 2023 Calleguas Strategic Plan defines two objectives relating to workforce development: Pursue Workforce Excellence and Prepare the Workforce of the Future. Calleguas has continued to devote significant resources to this effort, including:

- Continued District participation in career fairs, veterans’ events, trades-focused showcases, and water-industry workforce efforts.
- Enhanced regional leadership for increased visibility of water professionals through strategic partnerships with various stakeholders, including the Association of California Water Agencies Foundation, the Ventura College Advisory Council, and the Workforce Development Board of Ventura County.

- Expanding the District intern program to a cohort model and providing opportunities for participants to work across multiple departments.
- Continued tours of the District for a wide variety of audiences, including school and youth groups, which requires cross-departmental collaboration and cooperation.
- Educational visits to school classrooms by District staff representing a variety of District roles to inform tomorrow's workforce about water issues and industry opportunities.

This year's WPAW theme is "Water in Action," which features social media posts and videos recognizing the diverse contributions of each District department and demonstrating how employees perform their job duties throughout the workday.

The resolution is intended to convey, sincerely and publicly, the appreciation and respect Calleguas has for water professionals at the District, in Ventura County, and beyond.

Attachment

Resolution No. 2140

RESOLUTION NO. 2140

A RESOLUTION OF THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER
DISTRICT RECOGNIZING AND SUPPORTING THE CONTRIBUTIONS OF CALLEGUAS
EMPLOYEES DURING WATER PROFESSIONALS APPRECIATION WEEK 2026

WHEREAS, Water Professionals Appreciation Week (WPAW) was established by the California Legislature to recognize the essential work of water and wastewater professionals in protecting public health, supporting community well-being, and ensuring reliable water service throughout California;

WHEREAS, the Board of Directors of Calleguas Municipal Water District recognizes that reliable water service depends on the knowledge, dedication, teamwork, and daily actions of employees throughout the organization;

WHEREAS, the District's theme for WPAW 2026, "**Water in Action,**" reflects the commitment, expertise, and collective efforts of Calleguas employees who put the District's mission into action every day to provide reliable water supplies in a financially and environmentally responsible manner;

WHEREAS, the **Operations & Maintenance Department** keeps the District's critical infrastructure operating safely and reliably by maintaining, monitoring, and protecting pipelines, pump stations, wells, treatment facilities, reservoirs, and control systems, while responding to operational needs around the clock;

WHEREAS, the **Engineering Department** advances the District's mission by planning, designing, constructing, and delivering capital improvements that strengthen system reliability, address future water needs, and provide cost-effective and environmentally responsible solutions;

WHEREAS, the **Finance Department** safeguards the District's fiscal health through responsible resource management, financial transparency, long-term planning, and strategic investments that support reliable service and protect ratepayers;

WHEREAS, the **Information Technology Department** equips the District with secure, reliable, and innovative technology systems that improve efficiency, strengthen collaboration, maintain business continuity, and protect critical information and operations from cybersecurity threats;

WHEREAS, the **Water Resources Department** advances long-term water supply reliability by securing sustainable water supplies, strengthening regional partnerships, promoting

innovation, and preparing the District and Ventura County for future water challenges and opportunities;

WHEREAS, the **Human Resources and Risk Management Department** strengthens the District's workforce and organizational resilience by recruiting, developing, and retaining talented employees; promoting a safe, inclusive, and healthy workplace; managing organizational risks; and protecting the District's employees and assets;

WHEREAS, the **External Affairs Department** builds public understanding and trust through effective communication, community outreach, government relations, and advocacy that highlight the value of water and the District's vital role in the community;

WHEREAS, the **General Manager, Deputy General Manager, and Executive Strategist** provide leadership, strategic guidance, interagency representation, and organizational support for every aspect of Calleguas;

WHEREAS, the District's **administrative professionals and support staff** provide the organizational foundation that enables every department to carry out its responsibilities through essential clerical, communication, coordination, and operational support;

WHEREAS, every Calleguas employee puts their expertise into action each day by working across departmental boundaries, solving problems, responding to challenges, and continuously improving the way the District serves its communities;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Calleguas Municipal Water District hereby:

1. **Recognizes and honors** the knowledge, dedication, professionalism, and daily contributions of all Calleguas employees in observance of Water Professionals Appreciation Week 2026, and affirms their essential role in providing safe, reliable, and sustainable water service to the communities of Ventura County;
2. **Commits to supporting a strong and capable workforce** by encouraging employee development, workplace safety, cross-departmental collaboration, innovation, and continuous improvement to meet the District's current and future challenges; and
3. **Encourages employees and the community to put "Water in Action"** by recognizing the vital role of water professionals and supporting the stewardship, reliability, innovation, and responsible management of water resources for current and future generations.

BE IT FURTHER RESOLVED, that the Board of Directors expresses its sincere appreciation to every Calleguas employee for putting “**Water in Action**” through their daily service, expertise, teamwork, and commitment to the communities the District serves.

ADOPTED, SIGNED, AND APPROVED this seventh day of October, 2026.

Raul Avila, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on October 7, 2026.

ATTEST:

Reddy Pakala, Secretary
Board of Directors



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

08D MEMO ACTION ITEMS

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCAFFREY
GENERAL MANAGER

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Fernando Baez, P.E., Manager of Engineering

Subject: Item 8.D – Discussion Regarding Capital Project Budget Increase in the Amount of \$1,700,000 and Holding a Public Hearing to Consider Adopting Resolution No. 2138, A Resolution of the Board of Directors of the Calleguas Municipal Water District Making Findings on Energy Savings and Determining Other Matters in Connection with an Energy Services Agreement

Objective: Deliver reliable service, improve resilience, and accomplish the mission in a cost-effective manner by implementing two Photovoltaic and Battery Energy Storage Systems at the Las Posas Aquifer Storage and Recovery Wellfield No. 2.

Recommended Action: For the Photovoltaic and Battery Energy Storage Systems at the Las Posas Aquifer Storage and Recovery Wellfield No. 2 (Project No. 613):

- Approve Capital Project Budget Increase in the Amount of \$1,700,000.
- Hold a Public Hearing and Adopt Resolution No. 2138, A Resolution of the Board of Directors of the Calleguas Municipal Water District Making Findings on Energy Savings and Determining Other Matters in Connection with an Energy Services Agreement.

Budget Impact: \$1,700,000 increase in the capital project budget.

Discussion: California Government Code sections 4217.10 to 4217.18 allow public agencies (including water districts) to enter into energy services contracts, which include energy services contracts for the design and installation of solar photovoltaic and battery energy storage projects, without using a formal competitive bid process.

In March 2026, Calleguas's Energy Services Consultant, TerraVerde Energy (TVE), solicited a request for proposals (RFP) for the design and construction of two photovoltaic and battery

energy storage systems (PV+BESS) at the Las Posas Aquifer Storage and Recovery Wellfield No. 2 (Wellfield). In May 2026, Staff and TVE quantitatively and qualitatively evaluated the five proposals received and selected the top two respondents for a Best and Final Offer (BAFO) round of solicitations.

California Government Code section 4217.12 allows Calleguas to select the proposal that is in Calleguas's best interests. Following the RFP, BAFO, due diligence, and reference checks, staff selected Holt Renewables LLC (Holt) and negotiated an Energy Services Agreement to design and construct the PV+BESS systems at the Wellfield. Holt's proposal stood out as the best based on its competitive price, extensive experience, and financial backing.

Prior to approving the Energy Services Agreement, the Calleguas Board must fulfill two requirements under Government Code section 4217.12:

1. Hold a regularly scheduled public hearing on the Energy Services Agreement, public notice of which must be given at least two weeks prior to the public hearing. The notice of the public hearing was posted on September 22, 2026.
2. Find that the anticipated cost to Calleguas for electrical energy or conservation services provided by the project under the Energy Services Agreement will be less than the anticipated marginal cost to Calleguas of electrical energy that would have been consumed by Calleguas in the absence of those purchases. Based on the Cash Savings Pro Forma that TerraVerde has provided Calleguas (included in Resolution No. 2138 as Exhibit A), there is support for this finding.

Capital Budget Increase

The design and construction costs received from RFP respondents were, on average, 35% higher than TVE's construction estimate of \$3,266,450. The requested \$1.7 million capital budget increase covers the variance between the construction estimate and Holt's BAFO proposal of \$4.4 million, plus the costs associated with additional scope added to address operational upgrades requested by staff to the Steve Blois Emergency Generators' fuel and electrical distribution systems. The upgrades include updating controls to the Steve Blois Emergency Generators fuel system by adding independent fuel valve management and optimizing the generator sequence of operations to reduce the number of cycles on the generators. Following the installation of the PV+BESS system, testing of the existing switchgear will be performed to ensure operation of the PV+BESS system does not negatively impact the operation of the Steve Blois Emergency Generators. Performing the upgrades and testing as part of this project provides a cost-effective means to ensure that the Steve Blois Emergency Generators continue to operate reliably and efficiently.

Financial Performance and Benefits

Based on TVE's analysis, the simple payback period was calculated at 7 years and the project is expected to reduce the District's electricity costs by an estimated \$20.2 million over the operational life of the systems with a net benefit of \$13.5 million in electrical cost savings. The simple payback period includes receiving incentives of \$730,714 under the Inflation Reduction Act and \$1,270,683 under the Self-Generation Incentive Program

The Agreement has been reviewed by District counsel. More information is provided in the Capital Project Information and Evaluation Sheets.

Attachments:

- Resolution No. 2138 with Exhibit A
- Capital Project Information and Evaluation Sheets

RESOLUTION NO. 2138

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALLEGUAS MUNICIPAL WATER DISTRICT
MAKING FINDINGS ON ENERGY SAVINGS AND DETERMINING OTHER MATTERS
IN CONNECTION WITH AN ENERGY SERVICES AGREEMENT

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources (Public Resources Code section 25008); and

WHEREAS, Calleguas Municipal Water District ("District") desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility under the energy contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, TerraVerde Energy, LLC ("TerraVerde"), has provided an analysis to the District demonstrating the benefits of implementing certain energy conservation measures through the installation of solar photovoltaic and battery energy storage facilities, and TerraVerde's analysis ("Analysis") is attached hereto as Exhibit A and made part of this Resolution by this reference; and

WHEREAS, the District proposes to enter into an energy services agreement and related contract documents ("Energy Services Agreement") with Holt Renewables, LLC ("Company"), pursuant to which Company will design, construct, and install on District property certain energy saving improvements consisting of solar photovoltaic and battery energy storage facilities and arrange with the local utility for interconnection of the facilities, which will generate energy savings for the sites on which such facilities are located ("Project"); and

WHEREAS, the site where such facilities will be located is the Las Posas Aquifer Storage and Recovery Wellfield No. 2, located at 6811 Grimes Canyon Road, Moorpark, CA 93021; and

WHEREAS, the Analysis includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of such measures; and

WHEREAS, the District Board of Directors ("Board") proposes to enter into the Energy Services Agreement substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the General Manager or their designee and District Counsel reasonably deems necessary to effectuate the purposes of this Resolution, following the Board's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, the Board has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and

WHEREAS, the District has separately completed, prior to the adoption of this Resolution, its review of the Project under the California Environmental Quality Act and found the Project to be exempt from the requirements of the California Environmental Quality Act as it meets Class 1, Class 3, and Class 4 exemption criteria related to existing facilities, new construction of small structures, and minor alterations to land.

NOW, THEREFORE, BASED UPON THE ABOVE-REFERENCED RECITALS, THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT HEREBY FINDS, DETERMINES, AND ORDERS AS FOLLOWS:

1. The above recitals are true and correct.
2. The terms of the Energy Services Agreement in the form presented to this meeting are in the best interests of the District.
3. In accordance with Government Code section 4217.12 and, based on data provided by the Analysis, the Board finds that the anticipated cost to the District for electrical energy provided by the Project will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of the Project.
4. The Board hereby approves the Energy Services Agreement, in accordance with Government Code section 4217.12.
5. The District's General Manager or designee and District Counsel are hereby authorized and directed to negotiate and implement any further changes, insertions, and omissions to the Energy Services Agreement as they reasonably deem necessary to effectuate the purpose of this Resolution, and thereafter to execute and deliver the Energy Services Agreement following the Board's adoption of this Resolution. The District's General Manager or designee is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.

PASSED, SIGNED AND ADOPTED this seventh day of October, 2026

Raul Avila, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was duly adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on October 7, 2026.

Reddy Pakala, Secretary
Board of Directors

EXHIBIT A
ANALYSIS OF BENEFITS

[Attached]



DATE September 23, 2026
SUBJECT Government Code 4217 Exhibit A Analysis – Excluding Solar IRA
TO Calleguas Municipal Water District Board of Directors
FROM Aditya Kushwah, Project Development Engineer, TerraVerde Energy

Exhibit A

Executive Summary

This memo, Exhibit A, summarizes the energy savings analysis supporting the findings required under California Government Code Section 4217.12 for the proposed solar and battery energy storage systems at Calleguas Municipal Water District’s Las Posas and Grimes facilities.

Projected Financial Performance

- 1. **Year 1 Electric Bill Savings:** The project is projected to reduce the District’s electricity cost by **\$402,483** in the first year, representing an approximate **66% reduction** against baseline utility expenditures.
- 2. **Lifecycle Cost Reduction:** The project is projected to reduce the District’s electricity costs by an estimated **\$20.2 million** over the operational life of the systems.
- 3. **Net Benefit:** The project is projected to generate a net benefit of **\$13,496,797** against a net project cost of **\$2,648,602**.

Financial Return Metrics

On a combined project basis, the underlying analysis indicates the following:

- 1. Net Present Value (NPV): **\$4,535,604**
- 2. Internal Rate of Return (IRR): **14%**
- 3. Return on Investment (ROI): **290%**
- 4. Simple Payback Period: Approximately **7 years**

Table of Contents

Executive Summary.....1

Findings2

Inputs & Considerations4

Findings

PROJECTED YEAR 1 SAVINGS SUMMARY

Site	Proposed Solar Size	Proposed Battery Size	Pre-Project SCE Rate	Post-Project SCE Rate	Pre-Project Total Electric Bill (Year 1)	Post-Project Total Electric Bill (Year 1)	Total Projected Savings (Year 1)
Las Posas	284 kW-DC	415 kW 836 kWh	TOU-8 Option D-CPP Service Voltage: 2-50 kV	TOU-8 Option E Service Voltage: 2-50 kV	\$320,784	\$105,979	\$214,805
Grimes	213 kW-DC	415 kW 836 kWh	TOU-8 Option D-CPP Service Voltage: 2-50 kV	TOU-8 Option E Service Voltage: 2-50 kV	\$289,838	\$102,160	\$187,678
TOTALS					\$610,623	\$208,140	\$402,483

PROJECTED 30-YEAR SAVINGS SUMMARY

Site	Total Projected Project Cost	30 Year Operating Expenses	Total Projected Electric Bill Savings	Total Projected Incentives	Projected Net Project Cost	Projected Net Benefit
Las Posas	(\$2,516,248)	(\$2,079,736)	\$10,778,727	\$1,014,006	\$1,502,242	\$7,196,748
Grimes	(\$2,133,752)	(\$1,988,906)	\$9,435,315	\$987,391	\$1,146,360	\$6,300,049
TOTALS	(\$4,650,000)	(\$4,068,642)	\$20,214,042	\$2,001,398	\$2,648,602	\$13,496,797

EXHIBIT A CASH FLOW PRO FORMA

Year	Project Costs	Annual Operating Expenses	Electric Bill Savings	IRA Elective Pay		SGIP	Annual Cash Flow	Cumulative Cash Flow
				Solar	Battery			
2027	(\$4,650,000)	-	-	-	-	-	(\$4,650,000)	(\$4,650,000)
2028	-	(\$53,969)	\$402,483	-	\$730,714	\$635,342	\$1,714,571	(\$2,935,429)
2029	-	(\$55,808)	\$414,853	-	-	\$317,671	\$676,716	(\$2,258,714)
2030	-	(\$57,709)	\$427,567	-	-	\$317,671	\$687,529	(\$1,571,185)
2031	-	(\$59,676)	\$440,636	-	-	-	\$380,960	(\$1,190,225)
2032	-	(\$61,710)	\$454,066	-	-	-	\$392,355	(\$797,870)
2033	-	(\$63,814)	\$467,865	-	-	-	\$404,051	(\$393,819)
2034	-	(\$65,989)	\$482,041	-	-	-	\$416,052	\$22,233
2035	-	(\$68,239)	\$496,603	-	-	-	\$428,364	\$450,597
2036	-	(\$70,566)	\$511,559	-	-	-	\$440,993	\$891,589
2037	-	(\$72,973)	\$526,916	-	-	-	\$453,944	\$1,345,533
2038	-	(\$75,461)	\$542,684	-	-	-	\$467,223	\$1,812,756
2039	-	(\$78,035)	\$558,870	-	-	-	\$480,835	\$2,293,591
2040	-	(\$80,697)	\$575,483	-	-	-	\$494,786	\$2,788,377
2041	-	(\$83,450)	\$592,530	-	-	-	\$509,080	\$3,297,457
2042	-	(\$86,298)	\$610,021	-	-	-	\$523,723	\$3,821,180
2043	-	(\$1,412,349)	\$684,660	-	-	-	(\$727,689)	\$3,093,491
2044	-	(\$92,288)	\$705,329	-	-	-	\$613,041	\$3,706,532
2045	-	(\$95,438)	\$726,556	-	-	-	\$631,118	\$4,337,650
2046	-	(\$98,696)	\$748,353	-	-	-	\$649,657	\$4,987,307
2047	-	(\$102,065)	\$770,730	-	-	-	\$668,666	\$5,655,973
2048	-	(\$105,550)	\$793,701	-	-	-	\$688,152	\$6,344,124
2049	-	(\$109,153)	\$817,276	-	-	-	\$708,123	\$7,052,247
2050	-	(\$112,881)	\$841,468	-	-	-	\$728,587	\$7,780,834
2051	-	(\$116,736)	\$866,287	-	-	-	\$749,551	\$8,530,385
2052	-	(\$120,723)	\$891,745	-	-	-	\$771,022	\$9,301,407
2053	-	(\$124,847)	\$917,853	-	-	-	\$793,007	\$10,094,414
2054	-	(\$129,112)	\$944,624	-	-	-	\$815,513	\$10,909,926
2055	-	(\$133,523)	\$972,068	-	-	-	\$838,545	\$11,748,471
2056	-	(\$138,085)	\$1,000,196	-	-	-	\$862,111	\$12,610,582
2057	-	(\$142,803)	\$1,029,018	-	-	-	\$886,215	\$13,496,797
Totals	(\$4,650,000)	(\$4,068,642)	\$20,214,042	-	\$730,714	\$1,270,683	\$13,496,797	-

Financials			
NPV (5% Discount Rate)	\$4,535,604	IRR	14%
ROI	290%	Simple Payback, Years	7

Inputs & Considerations

Savings and System Performance Projections

1. Projections for future savings are calculated based on patterns of previous electricity usage and assume that historical usage patterns continue at the same level over the life of the project
2. Projections of future savings are based on stated assumptions and are subject to rate eligibility over the life of the installation. This analysis uses SCE rates published in January 2026.
3. Applicable Net Billing Tariff (NBT) eligibility is assumed to be available for 20 years from Permission to Operate. Projections after year 20 are subject to the applicable rate tariff at the time.
4. Projections of savings shown are based on the current iteration of the NBT and are subject to change based on future tariffs in effect at that time.
5. Under certain circumstances, the system may offer supplemental power backup during an outage. This is a potential benefit. The value of this resilience has been excluded from the analysis for conservatism.
6. Project Costs include the Energy Services Agreement Contract Sum, in addition to estimated costs for construction management, legal document review, third-party inspectors, and contingency.
7. A 4% annual utility escalator is assumed for this analysis. California commercial electricity rates have escalated at roughly 6% annually over the last decade, increasing to about 14% annually since 2020.¹

Incentives

1. Inflation Reduction Act (IRA) eligibility under the Elective Pay option should be validated by a Certified Public Accountant to verify eligibility and value.
2. The analysis assumes that the IRA incentive amount under the Elective Pay option is paid in Year 1 of the project for the cash purchase scenario. The actual timing of payment may take up to three (3) years from the installation of the project. This timing depends upon many factors, such as tax year, time of filing, etc.
3. The analysis assumes a 40% IRA Elective Pay benefit on the battery energy storage system only, consisting of the 30% base Investment Tax Credit (ITC) and the 10% Energy Community bonus credit for Ventura County. Though eligible, the estimated \$842k solar IRA Elective Pay incentives is omitted from this analysis for conservatism.
4. The project may also be eligible for an additional 10% Domestic Content adder, pending the materials procured by the Contractor and the availability of the adder at the time of application. Availability of the IRA Elective Pay option is subject to the policies of the current administration.
5. The financial analysis assumes Self-Generation Incentive Program (SGIP) rebate is disbursed across the initial project lifecycle, with 50% paid upon project completion and the remaining 50% paid as a Performance-Based Incentive (PBI) over a two-year period. For the purposes of this analysis, 50% of the incentive is paid in Year 1, 25% in Year 2, and the remaining 25% in Year 3. The actual timing of these milestone payments depends on the performance of the systems, Program Administrator's review timeline, application backlog, and successful ongoing performance or post-installation inspections.

Operations & Maintenance

1. Costs under Annual Operating Expenses include Operation & Maintenance (O&M) and Asset Management Services (AMS). O&M includes annual preventive and corrective maintenance costs as well as inverter and battery replacement costs in year 16 at both meters. AMS includes daily monitoring, quarterly system performance reporting, annual system and financial performance reporting, and maintenance case management.
2. The assumed rate of O&M and AMS cost escalation is 3.5%/year.

Other Assumptions and Disclaimers

1. No part of TerraVerde Energy's deliverables, messaging, presentation, or anything else shared with its clients should be construed by the client or any other entity as advice on scope for future contracts, work orders, or other engagements.

Calleguas Municipal Water District Capital Project Information Sheet

Name: Wellfield No. 2 Solar System

Project No: 613

Description: Construction of two hybrid Photovoltaic and Battery Energy Storage Systems (PV+BESS) to generate and store electrical energy for self-consumption at Las Posas ASR Wellfield No. 2: one 281 kilowatt solar system with 1062 KWh of battery storage on the Gabbert Feeder and one 190 kilowatt solar system with 710 KWh of battery storage on the Anton Feeder.

Location: Wellfield No. 2

Purpose: Generate and store renewable electricity to offset power demand and realize cost savings

Estimated Construction Cost: \$4,400,000

Category

☐ Salinity Management Pipeline
☐ Water Transmission

☐ Outage Water Supply Reliability
☒ Improvements to Existing Facilities
☐ Rehabilitation, Replacement & Relocation

Budget Estimates

Project Phase	Amount	Cumulative Amount	Date	Notes
Interconnection Application	\$15,000	\$15,000	1/18/2023	PV only
RFP / Construction	\$4,700,000	\$4,715,000	11/19/2025	PV+BESS
AWARD / Construction	\$1,700,000	\$6,415,000	10/7/2026	PV+BESS

Calleguas Municipal Water District Capital Project Evaluation Sheet

Name: Wellfield No. 2 Solar System
Project No: 613

Ranking Category	Description	
Consequences of Not Implementing Project (A)	Continuing reliance on large diesel generators for standby power generation that are oversized for the wellfield's base electrical load when wells are not in operation.	
Probability of Occurrence (B)	100% – The ASR wellfield is not operating 80% of the year and PSPS events on the Gabbert and Anton circuits continue to occur each year.	
Cost Considerations (C)	Estimated payback period of 7 years. No other project available to achieve the same objective.	
Evaluation Score		14
Priority Ranking		Low



RAUL AVILA, PRESIDENT
DIVISION 1

REDDY PAKALA, SECRETARY
DIVISION 3

SCOTT H. QUADY, DIRECTOR
DIVISION 2

08E MEMO ACTION ITEMS

THIBAUT ROBERT, VICE PRESIDENT
DIVISION 4

JACQUELYN McMILLAN, TREASURER
DIVISION 5

KRISTINE McCAFFREY
GENERAL MANAGER

2100 OLSEN ROAD, THOUSAND OAKS, CA 91360 • (805) 526-9323 • CALLEGUAS.COM

BOARD MEMORANDUM

Date: October 7, 2026

To: Board of Directors

From: Dan Smith, Manager of Finance, and Ian Prichard, Deputy General Manager

Subject: Item 8.E – Discussion Regarding Proposed Revisions to Ordinance No. 12

Objective: Deliver reliable service, provide regional leadership, and increase partnerships and collaboration by updating billing practices and enhancing the services the District offers to support local water resilience projects.

Recommended Action: Set a public hearing for December 16, 2026, to consider adoption of proposed changes to Ordinance No. 12, Covering the Terms and Conditions of Potable Water Service.

Budget Impact: None.

Discussion: The proposed changes in the attached redlined Ordinance 12 are intended to update the District's terms and conditions of potable water service in accordance with recent changes to Metropolitan Water District of Southern California (Metropolitan) fixed charges, recent direction from the Calleguas Board regarding fixed cost recovery, and the development of a regional in-lieu groundwater conservation program in the Las Posas Valley Basin.

Metropolitan Fixed Charges

In its last budget process, Metropolitan added three new charges to its assessment of member agencies receiving treated water: the Treatment Peaking Capacity fixed charge, the Treatment Used Standby Capacity fixed charge, and the Treatment Remaining Capacity fixed charge. These changes shift a portion of fixed treatment and capacity costs from volumetric rates to fixed charges, with the intent of better reflecting the true cost of service so that member agencies pay more directly for the peaking and standby capacity they require. Calleguas is rolling these three Metropolitan charges up into one new "Treated Water Fixed Charge."

Calleguas Board Direction

Earlier this year, the Calleguas Board discussed similar issues regarding the split between fixed and variable rates, specific to operating costs. The Board determined that the District should recover at least 80% of its operating costs as fixed revenue and directed staff to develop a mechanism to reach that target. The proposed language in Ordinance No. 12 defines this “Operating Fixed Charge.”

At the same time, the Board determined that the Readiness-to-Serve Charge, Treated Water Fixed Charge, and Operating Fixed Charge should be calculated based on a five-fiscal-year rolling average. Previously, the Readiness-to-Serve Charge was based on a ten-fiscal-year rolling average; the other two charges, being new, are set to five years as well, to align billing methodology across fixed charges.

Las Posas Valley Basin Watermaster Imported Water In-Lieu Program

The Las Posas Valley (LPV) Basin Judgment (Judgment) requires that the Fox Canyon Groundwater Management Agency (FCGMA), in its capacity as LPV Basin Watermaster, evaluate a number of “basin optimization projects,” including the importation of surplus water and using Calleguas facilities for replenishment, in a “Basin Optimization Plan” (BOP). The BOP was adopted by the LPV Watermaster in June 2025. Among the projects it recommends for immediate implementation is Project No. 2, “Purchase of Imported Water from Calleguas Municipal Water District for Basin Replenishment,” which combines the two aforementioned projects from the Judgment.

Over the course of the last 18 months, District staff, in coordination with Watermaster staff and the LPV Watermaster Policy Advisory Committee (PAC), have further developed this concept into an “Imported Water In-Lieu Program” (Program), in which Calleguas purveyors with annual extraction allocation would purchase imported water from Calleguas in place of pumping some portion of their annual allocation. Watermaster would reimburse the Purveyor, under separate agreement with no interaction from Calleguas, for the difference between the Purveyor’s cost to pump groundwater and purchase in-lieu water from Calleguas. (Any portion of annual allocation that a purveyor transfers to Watermaster for basin benefit would be for that water year only; their annual allocation under the Judgment would not be permanently reduced.)

The proposed addition to Ordinance No. 12 includes a definition of “in-lieu water” so that the District can charge purveyors participating in the Program a single per-acre foot (AF) rate that covers all costs associated with potable water delivery. This “all-in” rate consolidates various fixed charges, described above, that are calculated and applied over multi-year periods. Should deliveries occur during the Capacity Charge period, May 1 to September 30, the in-lieu rate would incur the Capacity Charge, as well. This single, all-in rate is intended to simplify accounting for purveyors, the Watermaster, and Calleguas, while ensuring that Calleguas continues to cover its costs.

Ventura County Waterworks District No. 1 (VCWWD1) has been selected as the first purveyor with LPV annual allocation to participate in the Program. This is in part because VCWWD1 already has the facilities in place to receive water from Calleguas and pumps from a portion of the LPV Basin where there is a groundwater depression that responds readily to pumping fluctuations. At its September Board meeting, the Watermaster approved and authorized its Executive Officer to execute a Memorandum of Understanding (MOU) with VCWWD1 that sets the terms and conditions under which VCWWD1 will participate in the Program. A similar agreement between Calleguas and VCWWD1 is currently under development and will be brought to the Board for execution prior to the delivery of any in-lieu water.

The PAC and Watermaster Fiscal Committee approved a phased implementation of the Program, beginning with an initial Water Year 2026-27 purchase of 1,000 AFY of imported water from Calleguas.

VCWWD1 participated in an earlier in-lieu program, the Groundwater Storage Agreement, which was supported by the FCGMA and under which Calleguas stored groundwater that VCWWD1 transferred to Calleguas in exchange for deliveries of imported water. This program was terminated in 2016 and has no bearing on the current Watermaster program.

Public Hearing Notice

Changes to Ordinance No. 12 require a 60-day public hearing notice. Staff requests that the Board set a public hearing for the December 16, 2026 Board meeting.

Attachment

Ordinance No. 12 redline

ORDINANCE NO. 12

AN ORDINANCE OF CALLEGUAS MUNICIPAL WATER DISTRICT COVERING
THE RULES AND REGULATIONS FOR WATER SERVICE
TO PURVEYORS WITHIN CALLEGUAS MUNICIPAL WATER DISTRICT, AS AMENDED

WHEREAS, Calleguas Municipal Water District (“District”) is a public agency and special district created in 1953 by a vote of the electorate and organized pursuant to the Municipal Water District Act of 1911, as amended; and

WHEREAS, the District is a member agency of the Metropolitan Water District of Southern California (“Metropolitan”). Metropolitan is a consortium of 26 cities and water districts which cooperatively plan and manage water supply resources for approximately 19 million people in parts of Los Angeles, Orange, San Diego, Riverside, San Bernardino, and Ventura counties; and

WHEREAS, the District’s purpose is to provide a supplemental imported water supply to its service area in order to augment local water supplies for municipal, industrial, and agricultural users; and

WHEREAS, the District serves approximately 366 square miles within the southeast portion of Ventura County, including the cities of Simi Valley, Moorpark, Thousand Oaks, Camarillo, Oxnard, and Port Hueneme as well as the unincorporated areas of Oak Park, Santa Rosa Valley, Bell Canyon, Lake Sherwood, Somis, Las Posas Estates, Camarillo Heights, and Naval Base Ventura County through its Purveyors; and

WHEREAS, the Municipal Water District ~~Act~~Law of 1911, as amended, enables the District to establish water rates it charges its Purveyors, for the purposes of paying operating expenses, providing for repairs and depreciation of works, providing a reasonable surplus, and paying interest on bonded debt, among other things; and

WHEREAS, the Board of Directors of the District (the “Board of Directors”) by Ordinance No. 12, adopted July 21, 1971, established the rules, regulations and rates for water sold to its Purveyors; and

WHEREAS, the Board of Directors has determined that certain modifications to Ordinance No. 12 are necessary;

WHEREAS, the establishment, modification, and approval of rates or other charges by the District is exempt from CEQA pursuant to Public Resources Code 21080(b)(8)

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CALLEGUAS MUNICIPAL WATER DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY. That, subject to all applicable provisions of the Municipal Water District Act of 1911, as amended, the following rules, regulations and rate structures governing the service of water to Purveyors by the District are hereby adopted and shall become effective on the date adopted by the Board of Directors.

SECTION 2. DEFINITIONS.

- (a) "Board of Directors" or "Board" shall refer to the Board of Directors of the Calleguas Municipal Water District.
- (b) "Capacity Charge" is a charge imposed on each Purveyor and designed to recover the cost of infrastructure to meet peaking and emergency demands.
- (c) "Capacity Rate" is the rate at which the Capacity Charge is assessed.
- (d) "District" shall mean the Calleguas Municipal Water District, duly organized under and by virtue of the Municipal Water District Act of 1911, as amended.
- (e) "Domestic and Municipal purposes" shall mean the use of water for all domestic, municipal, commercial, industrial, and recreational purposes, commonly, but not exclusively, served by the water supply of the city, town, or other similar population group.
- (f) "General Manager" shall refer to the General Manager of the Calleguas Municipal Water District.

(g) “High Flow Charge” is a charge for water, applied when a Purveyor’s demand for water at a given service connection exceeds the established maximum rated flow capacity of that particular District service connection.

(h) “In-Lieu Water” shall mean imported water made available by the District to a Purveyor for the purpose of meeting that Purveyor’s water demands with imported water in place of groundwater that otherwise would have been extracted under the Purveyor’s Annual Allocation from Fox Canyon Groundwater Management Agency / Las Posas Basin Watermaster.

~~(h)~~(i) “Low Flow Charge” is a charge for water, applied when a Purveyor’s demand for water at a given service connection is more than zero but less than 10% of the established rated maximum flow capacity of that particular District service connection.

~~(j)~~(i) “Purveyor” shall mean any city, municipal water district, county water district, county waterworks district, mutual water company, public or private utility and other public corporation, the corporate area of which, in whole or in part, is included in the District as a separate unit.

~~(j)~~(k) “Minimum Maintenance Charge” is a charge intended to cover costs associated with service connection meter reading and processing for inactive service connections.

(l) “Operating Fixed Charge” is a charge intended to recover the operating costs of the District to achieve an operating fixed cost recovery of 80%.

~~(k)~~(m) “Pumping Charge” is a charge to a Purveyor intended to reimburse the District for electrical service costs incurred for the operation of District pump stations. The charge shall be assessed based on invoices to the District from the electrical service provider or as calculated by the District when the District is the electrical service provider.

~~(j)~~(n) “Readiness-to-Serve Charge” is a charge intended to recover the principal and interest payments on Metropolitan’s non-tax supported debt service that had been or would be issued to fund capital improvements necessary to meet the continuing reliability and water quality needs associated with current and projected demands.

~~(a)~~(o) "Service Connection" shall mean all pipes, valves, meters and other necessary or usual appurtenances required for operation and measurement of water delivered from a District transmission pipeline to a Purveyor.

(p) "Treated Water Fixed Charge" is a charge intended to recover the Treatment Peaking Capacity fixed charge, the Treatment Used Standby Capacity fixed charge, and the Treatment Remaining Capacity fixed charge assessed to the District by Metropolitan to recover the fixed costs of Metropolitan's water treatment operations.

~~(m)~~(q) "Temporary Service Connection" is a service connection for construction or other non-permanent purposes subject to all terms and conditions of a District operating agreement.

~~(n)~~(r) "Temporary Water Rate" is the rate for water supplied to an entity other than a Purveyor at a Temporary Service Connection for construction or other short-term purposes clearly defined and approved in advance in writing by the General Manager.

~~(o)~~(s) "Supply Rate" is a water rate for domestic and municipal water, set to recover supply costs, applicable to all water purchases.

SECTION 3. DOMESTIC AND MUNICIPAL WATER.

(a) Each Purveyor shall be obligated to pay for all water delivered to the Purveyor by the District at the appropriate rate as established annually by the Board of Directors.

(b) Two In-Lieu Water rates will be established annually. A rate for the months of October through April will include the Supply Rate and a per-acre-foot rate that covers the Readiness-to-Serve Charge and the Treated Water Fixed Charge. For the months of May through September, the In-Lieu Water rate will include the Supply Rate and a per-acre-foot rate for the Readiness-to-Serve Charge, the Treated Water Fixed Charge, and the Capacity Charge. In-Lieu Water purchases will not be considered in the 5-fiscal-year rolling average calculation for fixed charges. All In-Lieu Water per-acre-foot

charges for the Readiness-to-Serve Charge, the Treated Water Fixed Charge, and the Capacity Charge will be used to reduce those same fixed charges allocated to all purveyors in the following calendar year. The purchase of In-Lieu Water is only available to purveyors who enter into an agreement with the Fox Canyon Groundwater Management Agency / Las Posas Basin Watermaster and an agreement with Calleguas to participate in the program.

- (c) The Readiness-to-Serve Charge assessed by Metropolitan will be proportionally shared by the Purveyors based on the current ~~10-5~~-fiscal-year rolling average of water purchases. Payment shall be paid in 12 equal monthly installments starting in January of the following calendar year.
- (d) A Capacity Charge shall be paid by each Purveyor annually based on the calculated total average flow rate that occurred during the Purveyor's peak week of water purchases from May 1 through September 30. The Capacity Charge will be determined in the second quarter of the calendar year during the annual rate setting process and calculated by using the prior calendar year's peak week. Each week shall begin on Tuesday. The charge shall be determined by multiplying the average flow as calculated in cubic feet per second (cfs) by the Capacity Charge as established by the Board of Directors. Payment shall be paid in 12 equal monthly installments starting in January of the following calendar year.
- (e) Pumping charges associated with the delivery of water shall be passed through as a line item on the monthly water bill to the applicable Purveyors. If a District pump station delivers water to more than one Purveyor, the utility bills will be apportioned accordingly by the percentage of water purchased by the applicable Purveyors.
- (f) The billing rate for water supplied to any entity at a Temporary Service Connection for construction or other short-term purposes clearly defined and approved in advance in writing by the General Manager shall be billed at the Temporary Water Rate as established by the Board of Directors. Temporary customers shall deliver to the District an executed copy of the District's "Application for Temporary Water Service" agreement and the deposit amount noted in the agreement prior to the commencement of temporary service. The entity shall be subject to all terms and conditions as

outlined in the agreement, including time and materials charges for installation, monthly maintenance, and removal of temporary service equipment. The deposit may be waived for contractors currently performing work under a contract with the District.

- (g) When a Purveyor's demand for water at a given service connection exceeds the established maximum flow capacity of that particular District service connection, a High Flow Charge calculated at 150% of the rated maximum capacity of the service connection will be assessed for each tenth of an hour of operation over the established maximum flow capacity.
- (h) When a Purveyor's demand for water at a given service connection is more than zero but less than 10% of the established maximum flow capacity of that particular District service connection, a Low Flow Charge calculated at 10% of the rated maximum capacity of the service connection will be assessed for each tenth of an hour of operation between zero and 10% of the established maximum flow capacity.
- (i) A Minimum Maintenance Charge, as established by the Board of Directors, shall be assessed on a monthly basis, in place of monthly water sales, for each service connection with monthly water sales less than the Minimum Maintenance Charge.
- (j) The Treated Water Fixed Charge will be calculated by combining the Treatment Peaking Capacity fixed charge, Treatment Used Standby Capacity fixed charge, and the Treatment Remaining Capacity fixed charge assessed by Metropolitan and will be proportionally shared by the Purveyors based on the current 5-fiscal-year rolling average of water purchases. Payment shall be paid in 12 equal monthly installments starting in January of the following calendar year.
- (k) The Operating Fixed Charge will be calculated by determining 80% of all operating fixed costs and subtracting all operating fixed revenues. The charge will be proportionally shared by the Purveyors based on the current 5-fiscal-year rolling average of water purchases. Payment shall be paid in 12 equal monthly installments starting in January of the following calendar year.

~~(j)(1)~~ (1) The Board of Directors shall have the absolute and sole authority to change the rates specified in this Ordinance, and to implement new rates or pass-through charges imposed on the District. The Board of Directors shall make every reasonable effort to provide 60 days' advance notice to all Purveyors of such rate changes.

SECTION 4. BILLING. Water meters shall be read weekly, on Tuesdays, and on the nearest business day to the last calendar day of each month. As soon after the billing period as practicable, the District will mail or deliver to each Purveyor a statement of its bill for the preceding month. All bills or charges shall be due and payable immediately upon receipt. The following conditions also apply:

- (a) Delinquencies/Penalties. Water service bills shall be delinquent if not paid by the last business day of the month of the date of mailing. Delinquent bills are subject to a penalty of 1% of the outstanding balance which shall be added thereto and charged to and collected from the Purveyor on a monthly basis, including the previous month's penalty. If payment for water service and/or penalty is not received in the District Office within 60 days after such bill has become delinquent, the Board will consider appropriate action including discontinuance of service. Notice of discontinuance of service will be given to the delinquent Purveyor by registered mail at least 10 days prior to the date of discontinuance.
- (b) Cash Deposit. Whenever any Purveyor fails to pay its water bills, the Board of Directors may require as a condition for further service a cash deposit, at an amount determined by the Board, to guarantee the prompt payment of its account in the future. The Board of Directors shall have full power to determine whether or not such deposit shall be made and the amount thereof, and the time when the requirement for deposit by any Purveyor shall be discontinued.
- (c) Application of Deposit. If a Purveyor who has made such deposit fails to pay its delinquent bill or bills, including all added penalties within 30 days after delinquency, its deposit shall be applied on its account and the service discontinued until such time as the deposit is restored by the Purveyor.

SECTION 5. GENERAL TERMS AND CONDITIONS.

- (a) Authorized Distribution of District Supplied Water. The right of any Purveyor to water served by the District's facilities shall be restricted to the amount required for uses within the District's boundaries. Except as required by state law or a wheeling agreement authorized by the District's Board of Directors, no potable water conveyed by the District or produced by a Purveyor shall be delivered or sold for any use outside of the District's boundaries, nor shall water conveyed by the District or produced by a Purveyor be sold or delivered for any use within the District's boundaries in substitution for water used outside the District.

The use of water trucks, or other mobile, temporary, or otherwise non-fixed facilities and equipment to deliver District water shall be limited to short duration uses within the District's boundaries for construction purposes or to meet acute, emergency response needs, as requested by designated public health and safety agencies, including the Ventura County Public Health Department, Ventura County Fire Department, and similar federal, state, and local entities.

Distribution system interconnections between Purveyors are permitted provided that the water delivered remains within the District's boundaries.

- (b) Proof of Annexation. Per the conditions outlined in Section 5.a, a Purveyor may not supply any District sourced water to a new service address until it has received a written confirmation from the District that the address lies within the District's boundaries.
- (c) Violation of Authorized Distribution. Should the District suspect that a Purveyor is in violation of distributing water outside the limits of this Ordinance, the Board of Directors shall provide the Purveyor no less than 15 days to present any pertinent factual evidence and mitigating circumstances regarding the matter; the Board of Directors shall then render a decision that shall be final, conclusive, and definitive. Should it be determined by the Board of Directors that terms of this Ordinance have been, or are being, violated, the Board of Directors may assess fines or fees, request a suspension of service, and impose other actions as deemed appropriate to the Purveyor. Notice of any such determination of the District shall be in

writing and mailed to such Purveyor within 10 days of such determination. Should suspension of service be imposed, deliveries shall be resumed only when the Purveyor involved proves to the satisfaction of the District that it has fully complied with the above rules and regulations. Determination of billing amounts shall be based on the retail meter totals or, if retail totals are not available, shall be based on the maximum industry standard for the Southern California region, gallons per capita per day, of use for the type of customer being served.

- (d) Annual Estimate of Demand. Within 30 days of a written request, each Purveyor shall furnish the District with an estimate of its water requirements by water service type and month for the ensuing five-year period.
- (e) Development Coordination. Purveyors shall not sign and approve any plans for development, public, or other projects that affect District facilities unless those plans are already signed by the District. A project is considered to affect District facilities if any District facilities lie within the project site, are referenced in the project plans or are in the public right-of-way in the vicinity of the project site. If a Purveyor signs plans for a project that affects District facilities and is not already signed by the District, then that Purveyor assumes responsibility for any damage caused to the District's facilities by the project. Purveyors shall not approve plans that do not comply with the more stringent of California Division of Drinking Water (DOW) requirements, American Water Works Association (AWWA) Standards, or District Standard Drawings to ensure proper protection of the District's pipelines and appurtenances.

SECTION 6. AVAILABILITY OF SUPPLY.

- (a) District Responsibility. It is declared that the District was formed primarily to make water available to the people of the District, through distribution systems now established, or which may hereafter be established, as are able to use and distribute water at uniform rates of flow over substantial periods. The District's primary source of supply is from Metropolitan. This water supply may not be adequate or constant. The District assumes no responsibility for quantity, quality, pressure, or constancy of supply. The District will not be liable for interruptions or shortages of supply, nor for any

loss or damage occasioned thereby. During times of threatened or actual water shortage, the Board of Directors shall apportion the available water supply among Purveyors in an equitable manner with due regard to public health and safety, and in accordance with the provisions of the Municipal Water District Act of 1911, as amended.

- (b) Operating Conditions. All sales and deliveries of water at the rates established by the Board shall be subject to the ability of the District to sell and deliver such water under operating conditions determined by the General Manager.
- (c) Peak Hourly Demands. The District's system is not designed to serve peak hourly demands. The District reserves the right to curtail peak hourly deliveries, as necessary, to conform to pipeline capacity and to assure equitable apportionment of available water and of service to all Purveyors.
- (d) Emergency Interruptions. The District shall have the right to interrupt supply of water without prior notice in the event of an emergency.
- (e) Shortages supply. In the event reduced water supplies cause Metropolitan to impose water allocations among its member agencies and surcharges for deliveries exceeding those allocations, the Board of Directors, at its discretion, may similarly allocate available supplies among District Purveyors and levy any surcharges as deemed appropriate, including those imposed on the District by Metropolitan.

Moreover, under shortage conditions, the Board may, by resolution, impose a moratorium on District annexations and/or the installation of new retail service connections by Purveyors in an effort to extend available supplies among existing water users.

- (f) Interruption of Service. Interruption of service will be necessary from time to time to facilitate routine maintenance, internal inspection, rehabilitation, and improvement projects on District facilities. Whenever maintenance of the District's system requires interruption of delivery of water at any point or points, such delivery may be interrupted, without liability on the part of the District, provided that except in cases of emergency, as determined by the General Manager, notice of such

interruption of service shall be given to the affected Purveyor in advance of such interruption. The District standard for such interruption may include all services along four consecutive miles of pipeline for a minimum 72-hour period.

- (g) Required Storage. In order to meet demand fluctuations, emergency interruptions and scheduled interruption of services, Purveyors within the District shall provide adequate storage or alternate supplies, other than from District facilities, to meet their peak daily and hourly demands.

SECTION 7. SERVICE CONNECTIONS.

- (a) Application for Service Connection. A Purveyor wishing to take delivery of water at a particular location shall submit a written application for a turnout and meter station to the District on a form provided by the District. The decision whether to approve the application shall be solely within the discretion of the District. The Purveyor shall be responsible for all costs associated with building the turnout and meter station at the requested location and connecting it to an existing District transmission pipeline. The Purveyor shall provide the necessary right-of-way to the District for construction, operation, and maintenance of the turnout and meter station. The Purveyor shall deposit an amount equal to the estimated cost of design of the facility prior to initiation of project design by the District and shall deposit an amount equal to the estimated cost of construction (including inspection and construction management) prior to the District's advertising the project for construction. Upon completion of construction, the District will prepare a report summarizing its costs associated with construction of the turnout, meter station, and associated pipelines and will provide an accounting to the Purveyor. In the event the actual cost is less than the deposit, the District will provide a refund. In the event the actual cost exceeds the deposit, such Purveyor shall promptly pay to the District the amount by which the costs shall exceed the deposited amounts. Service shall be initiated once full payment has been received.
- (b) Ownership of Facilities. All service connections, appurtenances, meters, and transmission pipelines installed hereunder shall be and become the property of the District and shall be maintained, repaired, and renewed by the District when rendered unserviceable through normal wear and tear; provided, however, that any replacements, repairs, or adjustments to any meters, or

property required because of the act, negligence or carelessness of the Purveyor, its agents or employees, or persons under its control shall be charged against and collected from such Purveyor.

- (c) Operation of Valves. Shutoff valves at service connections, or in transmission pipelines belonging to the District, shall not be operated by the Purveyor, without authorized District consent. Authorized consent can be granted by the General Manager, the Manager of Operations and Maintenance, or a designee of the Manager of Operations and Maintenance.
- (d) Tampering. It shall be unlawful for any person to meddle, tamper with, or operate any facilities, including, but not limited to, service connections, water meters, service pipe, transmission pipelines or valves without authorized District consent. Authorized consent can be granted by the General Manager, the Manager of Operations and Maintenance, or a designee of the Manager of Operations and Maintenance. It shall be unlawful for any person to tap, break, or damage any District transmission pipeline, service connections, or appurtenances or any other equipment of the District.
- (e) Access and Use of District Facilities. Purveyors shall not enter District distribution facilities, including buildings, cabinets, and vaults, nor use District facilities to support or house Purveyor equipment without approval from the District.
- (f) Communication. Purveyors shall promptly report any leaks, failures of water supply and equipment, security breaches, and other matters requiring timely response of District staff to the District's Control Room. All requests for routine operational assistance may be directed to the District's Control Room or to the appropriate District supervisor. Inquiries about policies and procedures, general information and coordination for project planning should be directed to the Manager of Operations and Maintenance. Requests to initiate new service or modify the rated capacity of existing service connections must be made in writing and filed with the General Manager.
- (g) District Equipment as Billing Meter. District equipment shall be used as the primary billing meter to calculate flow rates, accumulate water use and determine the occurrence and duration of High and Low Flow Charge penalty

periods. Purveyor metering data shall only be considered when District equipment is inoperable.

- (h) **Metering Equipment Standards.** The District's established standard for metering equipment used for Purveyor billing of potable water deliveries shall be restricted to the combination of a venturi and differential pressure transmitter(s). Transmitters shall be configured as an input to a programmable logic controller or flow totalizer to calculate rate of flow and accumulate water use.
- (i) **Meter Testing.** The District shall calibrate and test all metering components a minimum of once annually to confirm accuracy of $\pm 2.0\%$. A Purveyor may request to have a service connection meter tested by the District whenever the Purveyor suspects inaccuracy. The Purveyor affected shall have the right to witness any such test. In the event that such test shall disclose an error exceeding $\pm 2.0\%$, an adjustment shall be made in metered charges to the Purveyor affected, covering the known or estimated extent and period of duration of such error up to a six-month period. If such test shall disclose an error exceeding $\pm 2.0\%$ the expenses of such test shall be borne by the District; otherwise, such expenses shall be borne by the Purveyor requesting such test.
- (j) **District Provided Controls.** The District may install and maintain flow rate signals, pulsed totalizer contacts, valve open and close control inputs, downstream pressure regulation, and rate-of-flow controls at service connections upon the issuance of a purchase order or letter of request and authorization from the Purveyor. All District supplied signals and controls are provided as courtesy to the Purveyor. It is the responsibility of the Purveyor to control their own system demands and maintain operations within the rated capacity of their service connection(s), and any reliance upon District equipment is done so solely at the risk of the Purveyor. The inaccuracy or failure of District provided signals and controls does not constitute cause to avoid payment of High or Low Flow Charges, nor to dispute the receipt of District water or metered totals. All costs for installation and maintenance of requested automation equipment shall be paid by the Purveyor. The District reserves the right to refuse installation and to remove controls if it so desires.
- (k) **Float Mode.** If a Purveyor does not wish to use open and close control signals or if a Purveyor requests to bypass their open and close control signals at a service

connection, the District shall configure the service connection to be in “Float Mode,” whereby the connection instantaneously responds to changes in downstream pressure at any rate of flow needed to maintain downstream pressure regardless of the service connection’s rated flow range. If Float Mode is requested, either verbally or under the execution of a Float Mode Request Form, the Purveyor understands that operation in this mode will result in the accumulation of Low Flow Charge penalty hours and potentially in High Flow Charge penalty hours, and the Purveyor agrees to pay all charges as assessed.

- (I) Hydraulic Transients. Purveyors shall operate their water distribution systems in a manner which does not cause hydraulic transients or pressure changes at service connections that are greater than 125% of the average pressure delivered to the Purveyor and no less than 50% of the average pressure delivered to the Purveyor or 20 psi, whichever is greater.

SECTION 8. LEGAL CHALLENGES. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance by section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 9. ADMINISTRATION. All water service shall be made in accordance with these rules and regulations unless otherwise approved by the Board of Directors. These rules and regulations may be amended, modified, changed, or repealed by the Board of Directors.

SECTION 10. NOTICES. All notices and communications from agencies to the District relating to the service of water or the administration of these rules and regulations by the District, shall be addressed to the General Manager of the District, 2100 Olsen Road, Thousand Oaks, California 91360.

SECTION 11. PREVIOUS RESOLUTIONS. All Resolutions passed with regard to water rate structures and service connection policies that are in conflict with this ordinance are hereby cancelled.

SECTION 12. EFFECTIVE DATE AND SUNSET. This Ordinance shall be given effect at 12:01a.m. on _____, _____. This Ordinance shall not have a sunset date.

ADOPTED, SIGNED AND APPROVED this _____ day of _____, _____

Raul Avila, President
Board of Directors

On motion by Director _____ and seconded by Director _____
the foregoing ordinance is adopted upon this _____ day of _____, _____, by the
following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the foregoing Ordinance was adopted at a regular meeting of the Board of Directors of Calleguas Municipal Water District held on _____.

ATTEST:

Reddy Pakala, Secretary
Board of Directors

(SEAL)

General Manager's Monthly Status Report to the Board of Directors

CALLECUAS**MUNICIPAL WATER
DISTRICT**

As part of the District's ongoing cross-training program, Laboratory Coordinator Maya Rostrata from the Regulatory Compliance Division demonstrates water quality monitoring procedures at Lake Bard to Rachelle Gin, Senior Accounting Technician, and Ivan Guzman, Maintenance Worker I. These interdepartmental learning opportunities foster collaboration, increase knowledge, and promote shared understanding among employees.

Photo Credit (Megan Neilson, Senior Administrative Assistant)

Report for September 2026 Activities

Water Resources Implementation Strategy (WRIST)

1. Study to Optimize Brackish Groundwater Desalting in the Upper Calleguas Creek Watershed –

Approximately two dozen people from all nine Study Partners (Calleguas, Camrosa Water District [Camrosa], Camarillo, Thousand Oaks, Simi Valley, Fox Canyon Groundwater Management Agency [FCGMA], Golden State Water Co., California Water Service Co., and Ventura County Waterworks Districts [VCWWD]) attended Workshop #3. The consultant team presented the 12 concepts to be evaluated and the participants discussed the details of those concepts relative to the advanced screening metrics (Estimated Yield [acre-feet per year], Unit Cost [\$/acre-foot], Source Water Availability/Reliability, Regional Benefit, Regulatory Approvals, Water Rights). The participants provided critical input and feedback on the draft concepts so that they can be refined and clarified in preparation for advanced screening at the next workshop in November.



Additionally, the first meeting of the Ambassadors Council was held with representatives from Calleguas, Camrosa, Simi Valley, and Golden State Water Co. Other Study Partners plan to participate moving forward. The General Manager provided an overview of the study and the Deputy General Manager led the attendees through a discussion of the level of engagement from the community, regional benefits, the importance of local supply, tradeoffs, and community concerns.

2. Regional Exchange Program Framework – The Regulatory Compliance Supervisor continues to coordinate with Camrosa staff, Camrosa's consultant, and the State Water Resources Control Board Division of Drinking Water regarding water quality implications. OneWaterEcon is working on the cost analysis.

Water Policy and Strategy

3. The Metropolitan Water District of Southern California (Metropolitan) Board of Directors considered the following issues of particular relevance to the District. Agendas, background materials, live streaming meetings, and video archives for all of the Metropolitan Board and Committee meetings may be accessed through the Metropolitan website, <https://mwdh2o.legistar.com/Calendar.aspx>.

- *Advocacy Priorities for Underserved Communities:* Calleguas's General Manager participated in Metropolitan's Community and Workplace Culture Committee's roundtable discussion on advocacy priorities for underserved communities. Within the Metropolitan service area, and in areas immediately adjacent to it, many urban and rural communities face water quality,

affordability, and reliability issues. Representatives from seven member agencies explored the challenges from their agencies' perspective. Calleguas's General Manager explained the difficulties that small mutual water companies adjacent to Calleguas face. The high cost of annexation fees to Metropolitan presents one among many hurdles to helping these underserved



communities. The General Manager provided a success story in the District's facilitation of expediting grant funding and providing guidance and mentoring to assist two local mutual water companies in executing state grant funded projects. Based on the member agency managers' discussion, the committee will formulate policy principles to inform Metropolitan's legislative and regulatory advocacy efforts.

- *Sepulveda Feeder Pump Stations Project Funding*: The Metropolitan Board of Directors approved \$175 million in contract amendments to advance the construction of Phase 2B of the Sepulveda Feeder Pump Stations. The project will facilitate 30 cubic feet per second of flows from the Colorado River and Diamond Valley Lake supplies to augment State Water Project (SWP) supplies in the SWP-dependent area that includes Calleguas, Las Virgenes Municipal Water District (LVMWD), and a portion of the City of Los Angeles. The project was one of many identified to bolster water supply reliability in Metropolitan's SWP-dependent area.
- *Golden Mussels Detected at Diamond Valley Lake*: Metropolitan staff reported that invasive golden mussel veligers were detected in Diamond Valley Lake. Veligers are the microscopic larval stage of mussels and detection suggests that mussel infestation will follow. The mussels do not pose a water quality problem, but their accumulation on water pipes, gates, screens, and other infrastructure will pose an ongoing maintenance challenge and expense.

External Affairs

Partnerships

4. The General Manager joined LVMWD General Manager Dave Pedersen and Association of California Water Agencies (ACWA) Acting Deputy Director Marwan Khalifa at the Green California Summit in Pasadena on a Vision for Our Water Future panel. The panelists shared the importance of water to California's residents, economy, and environment; described the supply challenges that water needs to address due to a



changing climate; discussed specific actions their agencies are taking to address those challenges; and explained why the next governor of California needs to understand and care about these issues. Feedback from attendees was overwhelmingly positive, with one individual reporting that the program was the best he had seen at the conference.

5. Senior Project Manager Cesar Romero and Manager of Information Technology Wes Richardson presented “The Ultimate Backup: Keeping the Water Flowing Using the Steve Blois Emergency Generators” at the Channel Counties Water Utilities Committee monthly meeting. Dozens of staff members, primarily operators, from water suppliers throughout the County attended the event.

6. Vice President Robert, Director Pakala, the General Manager, and numerous other Calleguas staff members attended the 31st annual Association of Water Agencies of Ventura County’s Member and Policymaker Reception at the Ronald Reagan Presidential Library. Camrosa General Manager Norm Huff was named the 2026 Water Leader of the Year, and the featured speakers were Jo Ann Baumgartner of the Wild Farm Alliance and Sam Earnshaw of Hedgegrows Unlimited. As in years past, the District was an event sponsor, and many Calleguas staff assisted on-site, performing duties that included shuttling guests to and from parking lots and checking in attendees. The District also provided a gift basket for the event raffle that contained various Calleguas-branded items.



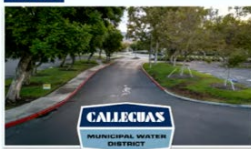
7. The General Manager attended the Orange County Water Summit, with the theme “Flow Forward: Securing Water Supply through Innovation”. Several hundred attendees heard from expert panels on the status of the Colorado River, workforce development challenges and solutions, potential future avenues of water supply investment (e.g., potable reuse, seawater desalination, protecting imported water supplies), and digital and cyber threats to water supply security. The event also provided an excellent opportunity to network with the broader water community, including numerous Metropolitan member agencies.

8. The District received special recognition for its water use efficiency efforts at the annual Simi Valley State of the City address. The Senior Communications Specialist attended this signature event, which featured Mayor Dee Dee Cavanaugh reporting on the progress of the City Council’s priorities: public

Investing in the Places We Share

05 Reliable Infrastructure

BEFORE



\$0

CITY TAXPAYER COST

Funded through Water Rebates and State Grant Funding

AFTER



280,000+

SQ. FT. of City Facilities Maintained

180,000

SQ. FT. of Non-functional Turf Transformed

More Efficient Landscaping
Less Water Use



safety, fiscal stability, economic vitality, thriving community, reliable infrastructure, and excellent city government. Mayor Cavanaugh highlighted the turf transformation project that the District and other partners have spearheaded in Simi Valley, showing a slide that prominently featured the Calleguas logo. The mayor furthermore noted the critical nature of water treatment and delivery as “...the work you may never see...the water coming out of your faucet – the infrastructure beneath our streets.” This recognition is significant for increasing public awareness of Calleguas’s role in critical invisible work supporting the community.

9. Director Robert, the General Manager, and the Manager of External Affairs attended the quarterly meeting of the Ventura County Special Districts Association along with numerous representatives from special districts county-wide. The meeting was held at the Conejo Recreation and Park District (CRPD) headquarters; CRPD recently purchased and is refurbishing a new building at the headquarters site that will serve multiple purposes. The featured speaker was Melissa Baffa from Ventura Land Trust. The group also received updates on legislation, upcoming California Special Districts Association (CSDA) events, and a report from the CSDA Annual Conference.
10. The Senior Communications Specialist participated in the Simi Valley Chamber of Commerce’s Legislative Advocacy Forum, chaired by President Avila, and provided a District update that focused on legislation of interest to the District, as well as upcoming classes and workshops.
11. The Senior Communications Specialist participated in the West Ventura County Business Alliance’s monthly virtual Business Advocacy Committee meeting, providing an update on legislation of interest and upcoming District events. Among other reports, the meeting featured updates from federal, state, and local elected officials’ offices.

State Advocacy

12. The District was invited to participate in a discussion with select ACWA members regarding the potential development of legislation regarding the California Air Resources Board Zero-Emission Vehicle rule. The Principal Water Resources Specialist represented the District in the discussion, which covered various potential legislative concepts under consideration that could make the requirements more feasible to implement in the required timeframe. Members shared initial feedback and concerns about these concepts, as ACWA staff determines how to move forward. ACWA expects to bring an initial recommendation back to members in early November for a full discussion.
13. The Manager of Water Resources and Principal Water Resources Specialist continue to attend regularly scheduled meetings of the ACWA Vision working groups. Topics include modernizing water management, delivering critical infrastructure, and protecting affordability. ACWA staff have consolidated and incorporated each working group’s input into overall recommendations. The working groups’ meeting materials can be found here: <https://www.acwa.com/vision/vision-working-group-meeting-materials/>.

Federal Advocacy

14. The Manager of External Affairs and Principal Water Resources Specialist attended the virtual ACWA Federal Affairs Committee quarterly meeting as committee guests. Topics included proposed federal legislation focusing on cybersecurity for water suppliers, the Water Resources Development Act, PFAS remediation, infrastructure, and hydropower licensing. More than 60 representatives of ACWA members were in attendance.

Water Resources

Public Outreach and Engagement

15. The District held its monthly Purveyor Managers Meeting, which featured a focus on water loss. Camrosa's Water Resources Coordinator, Natalie Roberts, discussed Camrosa's recent meter testing project funded through Metropolitan's Member Agency Administered Program. Lars Ravnborg, Technical Advisor with the Water Technology Alliance of Denmark, provided an overview of the Alliance and ongoing collaboration between Denmark and California on water management and technology. Calleguas staff also gave an update on the District's recent condition assessment of over three miles of the Lindero Feeder No. 2.



16. The District hosted a *Drought-Tolerant Landscape Care* class at District headquarters. Led by the UC Master Gardeners of Ventura County, the class taught attendees essential maintenance practices, including proper watering and seasonal pruning, to help keep landscapes vibrant, resilient, and water-wise year-round with minimal upkeep. There were 25 attendees.
17. The District sponsored *Firewise Living: From Structure to Landscape*, a virtual class taught by the UC Master Gardeners of Ventura County that covers fire-resistant landscaping principles, structural hardening methods, and emergency preparedness to protect homes in wildfire-prone regions. There were 37 attendees.

18. The UC Master Gardeners of Ventura County held their monthly Calleguas-sponsored drip irrigation workshop. This hands-on class teaches participants how to convert their existing sprinkler systems to drip irrigation. There were nine attendees.



Water Use Efficiency and Conservation

19. The Senior Water Resources Specialist attended Metropolitan's monthly Water Use Efficiency Meeting. The meeting included updates on Metropolitan's conservation programs, a native plant spotlight, and an overview of the Community Partnering Program, which provides sponsorships of up to \$3,000 to community-based organizations, including nonprofits, professional associations, educational institutions, and public agencies, for implementation of water-focused educational projects and programs. The meeting concluded with a roundtable discussion, during which the Senior Water Resources Specialist shared updates on Calleguas's successful summer landscaping class series and upcoming Native Plant Sale event.
20. In September, there were 40 applications with approved reservations under the Turf Replacement Program (TRP) for a total reserved amount of \$2,353,360 in Metropolitan funding. Another 12 applications are in the pre-approval stage, awaiting a confirmed reservation. These applications total \$258,932 in requested Metropolitan funding, although funds are not committed until an application is approved. A small percentage of applications typically drop out at this stage. Since July 1, there have been seven TRP rebates paid, totaling \$278,157 in Metropolitan funding. For Fiscal Year 2026-27, under the Device Rebate Program, there are currently 263 applications in good standing (i.e., rebate applications that have not been denied or expired due to inactivity) totaling \$13,399 in reserved Metropolitan funding and \$1,596 in Calleguas funding. An additional 210 device rebates have been paid since July 1, 2026, totaling \$8,219 in Metropolitan funding and \$1,429 in Calleguas funding.

Upcoming Events

21. *Saturday, October 10, 9 a.m. - 11 a.m. – Hands-on Drip Irrigation Workshop*
The UC Master Gardeners of Ventura County are scheduled to conduct their monthly Calleguas-sponsored drip irrigation workshop at District headquarters. This hands-on class teaches participants how to convert their existing sprinkler systems to drip irrigation. Registration is required at: <https://surveys.ucanr.edu/survey.cfm?surveynumber=49293>

22. *Tuesday, October 13, 6 p.m. - 7 p.m. (Virtual) - Firewise Living: From Structure to Landscape*
Led by the UC Master Gardeners of Ventura County, this virtual class equips homeowners with essential skills to reduce wildfire risks, covering fire-resistant landscaping principles, structural hardening methods, and emergency preparedness for wildfire-prone regions. Registration is required at: <https://ucanr.zoom.us/meeting/register/D0kk5EIQQuejMiRzqlMoWQ#/registration>. This will be the last class on this topic offered this year.
23. *Saturday, October 17, 9 a.m. - 12 p.m. - California Native Plant Sale and Landscaping Classes*
Calleguas has partnered with the UC Master Gardeners of Ventura County to host a Shop + Learn event at District headquarters featuring a California native plant sale and free, expert-led landscaping classes. Class topics include Plant Smart from the Start and Caring for Your Drought-Tolerant Garden. Calleguas staff will be sharing information about the District and water-saving tips and resources available to the community. All native plants will be sold in one-gallon containers for \$15 each, cash or check only, while supplies last. Proceeds benefit the UC Master Gardeners of Ventura County and support the free gardening education and resources they provide to the public. Class details and a list of available plants can be found at Calleguas.com/WUE.

Miscellaneous Water Resources

24. The Manager of Water Resources attended the ACWA Executive Edge Leadership Forum, a two-day workshop for managers and other leaders focused on strengths-based leadership and strategic thinking.

Groundwater Resources

Fox Canyon Groundwater Management Agency (FCGMA)/Las Posas Valley Watermaster (Watermaster)

25. At its September Board meeting, the FCGMA/Watermaster approved and authorized its Executive Officer to execute a Memorandum of Understanding (MOU) with Ventura County Waterworks District No. 1 (VCWWD1). The MOU sets the terms and conditions under which VCWWD1 will participate in the Watermaster Basin Optimization Project No. 2, the "Imported Water In-Lieu Program." The MOU is a critical step in the Imported Water In-Lieu Program, which Watermaster has been pursuing, with direct Calleguas involvement, over the last two years. The Watermaster Policy Advisory Committee (PAC) and FCGMA Fiscal Committee approved a phased implementation of the Program, beginning with an initial Water Year 2026-27 purchase of 1,000 AFY of imported water from Calleguas. As has been presented to the Board, purveyors will buy "Imported In-Lieu Water" at an "all-in" in-lieu rate, which includes the full Tier 1 rate plus full burden of any associated Capacity Charge the delivery incurs if it occurs during the Capacity Charge period. Watermaster will reimburse the purveyor, under separate agreement with no interaction from Calleguas, for the difference between the purveyor's cost to pump groundwater and purchase in-lieu water from Calleguas. VCWWD1 has the ability to receive water from Calleguas and participated in an earlier in-lieu program, the Groundwater

Storage Agreement, which was supported by the FCGMA and under which Calleguas stored groundwater that VCWWD1 transferred to Calleguas in exchange for deliveries of imported water.

Las Posas Valley Groundwater Basin Watermaster Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC)

The Deputy General Manager continues in his role as Chair of the PAC. The PAC regularly meets the first and third Thursday of the month at 3:00 p.m. in the Calleguas Board room; a hybrid option is always available via Zoom.

26. At the September PAC meeting, the PAC discussed a Watermaster Request for Committee Consultation regarding penalties for reporting violations. Watermaster requested PAC input on whether to seek monetary penalties, how penalties should be structured, and what enforcement actions Watermaster should pursue for non-compliant pumpers. The PAC recommended that Watermaster enforce the Judgment's reporting requirements and begin the enforcement process now, on a published schedule that opens with a defined amnesty period and then escalates in steps through the remedies the Judgment and the Water Code already provide. The PAC recommended a five-step escalation, from a nominal flat penalty through to foreclosure of allocation. The specific penalty amounts are for Watermaster to set and none need exceed what Water Code section 10732 prescribes.

Groundwater Storage

27. Groundwater storage totals through the end of August include 0.00 AF of well production and 118.16 AF of well injection.

Groundwater storage totals through August are as follows:

East Las Posas Wellfield Injection	118 AF
East Las Posas Wellfield Production	0 AF
Current ASR Wellfield Storage	23,837 AF
East Las Posas In-Lieu	6,348 AF
West Las Posas In-Lieu	25,192 AF
Conejo Creek Project	23,453 AF
UWCD Storage	10,482 AF
Oxnard and Pleasant Valley In-Lieu	18,060 AF

Engineering

Construction

Projects in construction are summarized in a table at the end of this section.

28. *Calleguas-Ventura Interconnection (562)* – Staff secured two more easements for the pipeline construction, and continued working with the right-of-way consultant, Hamner Jewell &

Associates (HJA), to procure the remaining easements from other property owners. The Notice to Proceed was issued to Blois Construction. *(CIP Priority: High)*

29. *Lindero Pump Station Rehabilitation (592)* – The contractor, Pacific Hydrotech Corporation, completed the structural upgrade of the City of Thousand Oaks' Erbes Road Pump Station meter vault and restored the portions of the Lindero Pump Station building that were selectively demolished for the installation of the masonry block structural reinforcement. The pumps, pump cans, and pump motors were delivered. *(CIP Priority: High)*

30. *Somis Farmworker Housing SMP Discharge Station (607)* – The contractor, Cedro Construction, Inc., excavated, compacted the foundational material, and installed the discharge station vault. *(CIP Priority: Medium)*



31. *Networking Center Relocation and Administration Building Storage Room Addition (620)* – The contractor, Pre Con Industries (PCI), continues construction of the Networking Center's HVAC and electrical systems. PCI also began construction of the Networking Center's Clean Agent Fire Suppression system's sensors and control panels. The Networking Center's antennae mast was installed. *(CIP Priority: High)*
32. *Lake Bard Water Filtration Plant (LBWFP) Roof Replacements (621)* – The contractor, Rite-Way Roof Corp., is working to schedule remobilization to replace the roofing systems on three LBWFP shade structures. *(CIP Priority: High)*

Design

33. *Conejo Pump Station Rehabilitation (480)* – The consultant, Kennedy Jenks (KJ), continues study of design impacts related to the implementation of value engineering design alternatives. (No change.) *(CIP Priority: High)*
34. *SMP Phase 3 and Las Virgenes MWD/Triunfo Water & Sanitation District Joint Powers Authority (JPA) Pure Water Project SMP Discharge Station (536)* – The General Manager and LVMWD's General Manager (as the Administering Agent of the LV-Triunfo JPA) presented to the Local Agency Formation Commission (LAFCo) regarding the importance and legality of the ability of the SMP to accept brine discharges from the LV-Triunfo JPA PureWater Project. The Commission was very supportive of Calleguas and the JPA and directed the LAFCo Executive Director to find a viable path forward.

District staff returned comments on the 50% specifications to the design engineer, Perliter & Ingalsbe (P&I), who is working on the 90% plans and specifications. District staff and the right-of-way consultant, HJA, met with owners of four properties potentially impacted by the pipe alignment to continue negotiations for right-of-entry and permanent and temporary

construction easements. District staff continued discussions with the LV-Triunfo JPA for potential alternative locations of the discharge station. *(CIP Priority: Low)*

35. *Smith Road Tank (569)* – The environmental consultant, Aspen Environmental Group, and staff are preparing the Final Environmental Impact Report (EIR), which will include responses to the four comment letters received on the Draft EIR. The design engineer, P&I, continues to prepare the 90% plans and specifications. *(CIP Priority: High)*
36. *Santa Rosa Hydro Improvements (582)* – Staff continues review of the revised 90% instrumentation plans and specifications for the Hydro Station. (No change.) *(CIP Priority: Medium)*
37. *Crestview Well No. 8 (585)* – Crestview staff, Board, and legal counsel continue to review the draft potential modified agreement. *(CIP Priority: Not Evaluated)*
38. *Lake Bard Pump Station, LBWFP Flowmeter and Lake Bard Outlet Tower Improvements (587)* – Staff continued reviewing draft final plans and specifications and coordinating with the U.S. Environmental Protection Agency (EPA) for the environmental review and documentation process in accordance with the National Environmental Policy Act, which now applies due to the federal funding. Staff also coordinated with the EPA regarding the Build America, Buy America and American Iron and Steel provisions which also apply due to the federal funding. KJ and its subconsultant Moffatt and Nichol performed a boat inspection of the Lake Bard Outlet Tower Access Bridge to gather information for the load rating analysis. *(CIP Priority: High)*
39. *Fairview Well Rehabilitation (589)* – The consultant, Ardurra, continued preparing the 90% plans and specifications. (No change.) *(CIP Priority: High)*
40. *Calleguas Conduit North Branch (CCNB)* – Staff continue to work to identify the next pipeline sections to be rehabilitated through carbon fiber lining. (No change.) *(CIP Priority: High)*
41. *Existing Crew Building Improvements and Crew Building Expansion (603R)* – Staff continue to review the 100% plans and specifications. (No change.) *(CIP Priority: High)*
42. *Wellfield No. 2 Solar System (613)* – Staff worked with the preferred respondent to the Request for Proposals, Holt Renewables, to finalize the interconnection requirements, contract terms, and price. *(CIP Priority: Low)*
43. *LBWFP Site Civil and Electrical Improvements (622)* – Staff returned comments to KJ on 100% plans and specifications. *(CIP Priority: High)*
44. *Marz Farms SMP Discharge Station (625)* – The consultant, Ardurra, submitted the 90% plans and specifications, which are under review. *(CIP Priority: High)*

45. *Lake Bard Floating Maintenance Dock Replacement (627) **New Project*** – Moffatt and Nichol began work on the PDR. (CIP Priority: High)
46. *LBWFP Emergency/Secondary Access (631)* – The design engineer, BKF, submitted the Aesthetic Technical Memorandum and Preliminary Design Report (PDR), which are under review. (CIP Priority: High)
47. *OSR2 Improvements (632)* –The District’s permitting consultant is applying for the required permits from the California Department of Fish and Wildlife and the Regional Water Quality Control Board. Staff are working with purveyors that will be impacted by the work to develop the shutdown schedule for Oxnard-Santa Rosa Feeder, Unit 2 (OSR) to allow for new connections to OSR. (CIP Priority: Medium)
48. *LBWFP Staff Housing Replacement (633)* – The District received one bid which was found to be unresponsive. District staff used the bid documents to request a proposal from the procurement service Gordian as an alternative method of executing the project. (CIP Priority: High)
49. *TOD Pump Station Surge Relief Vault Isolation Valve Replacement (638)* – Staff coordinated with the As-Needed Pipeline Services Contractor, Blois Construction, Inc. (Blois), to address requests for information. Blois continued to prepare its estimate for the work. (CIP Priority: High)

Studies and Planning

50. *Pipeline Condition Assessment Program* – Staff are reviewing the Draft Leak Detection Survey on Lindero Feeder No. 2 from V&A Consulting Engineers’ subconsultant, Xylem.
51. *Tank Condition Assessment of Newbury Park and Lake Sherwood Storage Tanks* – Provost & Pritchard Consulting Group (P&P) and their subconsultant V&A performed an interior “floating” inspection of the non-submerged portions of both the Newbury Park and Lake Sherwood Tanks. P&P and V&A also performed an exterior inspection of both tanks.



Grants and Funding Opportunities

52. *Proposition 1, Round 2 Integrated Regional Water Management Implementation Grant Funding and Urban Community Drought Relief Grant* – The Department of Water Resources (DWR) continues to review the progress reports and invoices for the first, second, and third quarters of 2026.

Miscellaneous Engineering Activities

53. *Training* – The Associate Project Manager presented on the use of carbon fiber reinforced polymer liner to reinforce the Calleguas Conduit South Branch to meet loading requirements from dual train loads. A Construction Inspector presented the topic of cement-mortar-lined joints for steel pipes at an Engineering staff meeting.

Table 1
Capital Projects Currently in Construction

Project No.	Project Name	Location	Board Division	Award Date	Contract Completion Date	Contractor	Consultant	Construction Amount	Construction % Complete
562	Calleguas-Ventura Interconnection	Camarillo	5	7/15/2026	2/03/2028	Blois Construction Oxnard CA	Perliter & Ingalsbe	\$29,988,450	0
592	Lindero Pump Station Rehabilitation	Thousand Oaks	2	6/18/2025	12/17/2028	Pacific Hydrotech Corp. Perris CA	KJ	\$16,353,644	11
607	Somis Farmworker Housing SMP Discharge Station	Camarillo	3	3/18/2026	10/20/2026	Cedro Construction, Inc. Santa Paula CA	Ardurra	\$462,798	20
620	NWC Relocation and Administration Building Storage Room Addition	Thousand Oaks	2	3/5/2025	7/15/2026	PreCon Industries, Inc. Santa Maria CA	KJ	\$2,177,000	75
621	LBWFP Roof Replacements	Thousand Oaks	2	9/17/2025	10/15/2026	Rite-Way Roof Corporation Fontana CA	KJ	\$519,537	67
							Total	\$49,501,429	

Operations and Maintenance

Salinity Management Pipeline

54. Port Hueneme Water Agency's (PHWA's) brackish groundwater desalter has returned to service and resumed discharge operations following PHWA's completion of its tank rehabilitation project. Both Camrosa's Round Mountain Water Treatment Plant and Camarillo's North Pleasant Valley Desalter remain in service and continue normal discharge operations.

Lake Bard and Lake Bard Water Filtration Plant

55. On June 4, 2026, DWR's Division of Safety of Dams (DSOD), completed its annual inspection of the Wood Ranch Dam and all associated appurtenant structures, including the intake tower, intake valves, and emergency bypass valve; the final report was issued on September 9, 2026. DSOD found all components to be operating at a "satisfactory" level, the highest rating in its evaluation criteria, with no deficiencies affecting structural, mechanical, or operational performance. The only noted item was reed growth near Dike 6, which will require routine vegetation management to maintain access for monitoring and prevent obstruction of drainage pathways. Overall, the inspection reflects the strong technical competency and ongoing dedication of Operations and Maintenance staff.

56. Staff responded to a repeatedly tripping electrical breaker on the Filter 7 inlet valve. The investigation traced the issue to damaged wiring and conduit. Staff installed new conduit, electrical wiring, and a communication line to restore full function.

Las Posas Aquifer Storage and Recovery Project

57. Staff have undertaken comprehensive preparatory measures for anticipated winter conditions and potential El Niño-driven weather impacts. Activities include grading and reinforcing access roads, clearing and re-establishing drainage ditches, and performing enhanced weed abatement and vegetation control across Wellfield Nos. 1 and 2 and associated operational areas. In addition, staff mitigated historically-documented erosion zones by strategically deploying sandbags and wattles to stabilize susceptible embankments and improve stormwater conveyance and erosion resistance ahead of seasonal precipitation events.

Water Distribution System

58. Maintenance, repairs, and inspection were performed at:

- *Hydroelectric Generators:* Santa Rosa, East Portal
- *Reservoirs:* Springville, Westlake, Conejo
- *Turnouts:* City of Camarillo Charter Oaks and West Ponderosa and Crestview

- *Pump Stations:* Grandsen, Conejo
- *Pressure Regulating Stations:* Nos. 2 and 3

59. Staff conducted a Remote Operated Vehicle (ROV) inspection of Conejo Reservoir as part of the internal inspection and asset-condition assessment program. The ROV allowed for a comprehensive evaluation of interior surfaces and sediment accumulation without draining the reservoir or interrupting service, significantly enhancing operational efficiency and the overall effectiveness of the inspection process.
60. Staff completed preparation and painting of Simi Valley's Smith Road Turnout following identification of corrosion during a condition assessment. Work included comprehensive surface preparation, application of primer, and coating of exterior piping to restore protective integrity and extend the asset's service life. The condition assessment consisted of a comprehensive inspection of all 19 Simi Valley turnouts.

Other O&M Activities

61. Staff continue to broaden their exposure across O&M Divisions; recent cross-training efforts have expanded to include involvement of System Maintenance Division personnel in Control Systems Division activities. This deliberate integration promotes meaningful knowledge transfer, strengthens operational readiness, and cultivates a more capable and well-prepared pool of candidates for future vacancies.
62. Staff supported the Administration Building carpet-replacement project by removing office furniture, safeguarding items from weather exposure, preparing and painting office walls and hallways, and returning all furniture to its original placement once the contractor completed the carpet installation. Collaboration with the IT Department was also essential to this large-scale project. Staff's joint efforts ensured smooth execution with minimal disruption to daily operations.

Human Resources and Risk Management (HRRM)

Human Resources

63. At an All Employee Meeting, the Senior Human Resources Analyst provided a presentation to staff on employee benefits and the current open enrollment period. The presentation highlighted medical and dental benefits as well as the Employee Assistance Program.
64. The Manager of HRRM and Senior Human Resources Analyst attended the Metropolitan Veterans Subcommittee meeting. The Subcommittee discussed Metropolitan's upcoming Regional Workforce Development Summit and received an update on progress of the Veteran Resource Guide.

65. The District continued its leadership and team-building series with the fourth of five all-employee workshops scheduled for 2026. The workshop focused on commitment, providing employees with practical tools to foster team buy-in and alignment around shared priorities. Through interactive exercises, employees worked collaboratively to identify and develop meaningful priorities for their respective teams.
66. Interviews were completed for the vacant Senior Water Operator and Safety Specialist positions. These vacancies are a result of recent promotions and position reclassification. Offers were extended to the District's top candidate in each recruitment and both offers were accepted.
67. Recruitment for the Manager of Finance and Maintenance Worker I positions continue. For the Maintenance Worker I vacancy, staff are reviewing applications, while interviews have been scheduled for the Manager of Finance candidates.
68. The Senior Human Resources Analyst finalized details for the Board-sponsored Employee Appreciation Picnic. The event will be held on Friday, October 16 at the Calleguas Water Campus from 4:30 p.m. to 6:30 p.m. A facility tour and dinner will be provided for employees and their families.

Risk Management

69. The Manager of Information Technology and the Emergency Response Coordinator attended the Public-Private Partnership Symposium in Thousand Oaks hosted by the FBI Infragard Los Angeles, ASIS International, and the Ventura County Sheriff's Foundation. The symposium focused on the importance of partnerships and information sharing in maintaining public safety, protecting critical infrastructure from emerging threats, and the use of evolving technologies in physical and cybersecurity. Speakers at the event included Ventura County Sheriff Jim Fryhoff, Simi Valley Police Chief Steve Shorts, Thousand Oaks Police Chief Jeremy Paris, and representatives from the Ventura County District Attorney's Office, FBI Los Angeles, and private sector organizations.
70. The Emergency Response Coordinator observed a cross-utility tabletop exercise hosted by the California Utilities Emergency Association. The exercise was discussion-based centered around a major earthquake impacting the Southern California region, concentrating on initial response actions, information-sharing and decision-making, and multi-sector coordination and mutual aid processes.
71. The Emergency Response Coordinator continues to work with the Ventura County Fire Department (VCFD) to establish agreements for emergency helicopter operations and the relocation of VCFD's dip tank at the District's wellfield facilities to augment aerial firefighting resources. The draft agreements remain under review by VCFD's legal counsel.
72. The Environmental Health and Compliance Specialist is working on updates to numerous regulatory plans due to new state requirements and the District's changing hazardous material

inventories. The affected plans include the Spill Prevention Control and Countermeasures Plans at LBWFP, Grandsen Pump Station No. 2, and Grimes Canyon Disinfection Facility (GCDF), and the Risk Management Plans at LBWFP and GCDF.

73. The Manager of HRRM and the Environmental Health and Compliance Specialist successfully concluded the Cal/OSHA Process Safety Management inspection of the GCDF under the California Accidental Release Prevention Program. Following two informal conferences with Cal/OSHA's Process Safety Management Manager, the District demonstrated that the documentation associated with the initial citation had been included in the original document request submission. As a result, Cal/OSHA withdrew the citation and all associated penalties, concluding the inspection with no outstanding violations.

Training

74. Employees from several District departments participated in first aid, cardiopulmonary resuscitation, automated external defibrillator, and stop-the-bleed training provided by a Health & Safety Institute instructor. The District offers this training every two years to ensure employees maintain their certifications and remain prepared to respond to medical emergencies.



75. The Environmental Health and Compliance Specialist developed and provided training to the Engineering Department and Operators on Management of Change requirements under the Risk Management Plan.
76. As part of the District's continued focus on safeguarding facilities and strengthening emergency preparedness and response, the Environmental Health and Compliance Specialist provided training to the Operations and Maintenance Department on potential hazards associated with battery energy storage systems. The training highlighted the unique emergency response challenges these systems can present, including thermal runaway and toxic gas releases. The information helps prepare staff to recognize these hazards and respond safely and effectively during an emergency.

Finance

77. Staff processed and paid 247 invoices, totaling approximately \$13.8 million, between August 20 and September 21.
78. Staff prepared purveyor invoices for water sales in August totaling \$19,271,233.34. Metropolitan invoiced the District for the same period a total of \$11,181,048.61.

79. The Metropolitan invoice for water purchased in July and paid in September is \$10,197,345.82.
80. The balance in the LAIF account as of August 31 was \$11,857,408.04. The monthly effective yield is 3.863% for August.
81. The Los Angeles-Long Beach-Anaheim Consumer Price Index for August was up 0.5% over the past month and up 3.6% from a year ago.
82. Progress is continuing on the Rate Study being prepared by Raftelis.
83. Staff are assisting the District's auditors, Nigro & Nigro, with the final phase of the annual audit. The auditors have provided staff a list of documents and schedules to begin the process.

Information Technology

Cybersecurity

84. Staff met with the District's network consultant to discuss changes to existing cybersecurity measures that would result in increased protection. A cost evaluation will be carried out after the revised amendment to the current contract is received.
85. During August, the District's phishing campaign resulted in no users clicking on the link. The security awareness training resulted in a 96% completion rate.
86. During August, the District's spam filter sorted 63,251 e-mails, allowing only 35% through as clean, reporting 17% as spam, and rejecting 48% due to rules or viruses.

Capital Project Support

87. Staff provided design review and other support to the Engineering Department on various projects, including:
- Networking Center Relocation and Administration Building Storage Room Addition
 - Somis Farmworker Housing SMP Discharge Station
 - Lindero Pump Station Rehabilitation
 - Lake Bard Pump Station, LBWFP Flowmeter and Lake Bard Outlet Tower Improvements
 - SMP Phase 3 and LVMWD/TWSD JPA Pure Water Project SMP Discharge Station
 - Calleguas-Las Virgenes Interconnection

GIS Activities

88. Staff continues to evaluate best practices for data structure within the GIS system. Staff reached out to Cityworks for contacts at other agencies that have had good experiences with integration

of their asset management software and was put in touch with the City of Lincoln, California. Staff met with the City of Lincoln's GIS staff, discussed their experience with Cityworks integration, and identified how their data structure differs from Calleguas's in order to continue evaluating data structure best practices for use with District asset management software.

Hardware and Software

89. Staff supported onboarding for several positions that involved laptop, tablet, and desktop reconfigurations.

90. Staff supported installation of end-of-life security cameras at the Calleguas Water Campus.

91. The Manager of IT and Deputy General Manager attended an AI "Working Group and Peer Exchange" meeting at LVMWD. The event focused on data governance and frameworks, budgeting for AI tools, and sharing of use cases and employee buy-in experiences

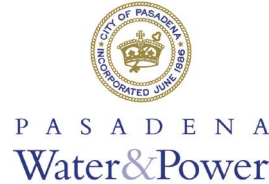
92. Staff continued to provide Helpdesk functions. There were 52 tickets closed that included the following requests:

- Setup and support audiovisual needs in Board and conference rooms for various meetings
- Workstation software updates and troubleshooting
- Reviewing Board agenda packets and recordings before posting to the District's website and YouTube
- Updates to the internal SharePoint page
- E-mail support and updates
- Printing issues
- ROV video editing and sharing

This table includes meetings that can be attended by all Board members. In order to ensure Brown Act compliance, a majority of members should not discuss Calleguas specific issues at meetings other than designated Calleguas Board Meetings.

Calleguas Board Meeting	Wed. 10/07, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA WaterWise*	Thu. 10/15, 7:30 a.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
CoLAB 2026 Annual Meeting*	Thu. 10/15, 5:30 p.m.	400 Calle Maduro, Camarillo IN PERSON ONLY
Water Professionals Appreciation Week BBQ	Fri. 10/16, 4:30 p.m.	2100 Olsen Road, Thousand Oaks Lake Bard Park
AWA Water Issues	Tue. 10/20, 8:00 a.m.	1701 Lombard Street, Oxnard Hybrid Event
Calleguas Board Meeting	Wed. 10/21, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
Calleguas Purveyor Meeting	Thu. 10/22, 9:30 a.m.	2100 Olsen Road, Thousand Oaks IN PERSON ONLY
AWA CCWUC*	Wed. 10/28, 11:30 a.m.	TBD IN PERSON ONLY
Ventura County Special Districts Association*	Tue. 11/03, 5:30 p.m.	TBD
Calleguas Board Meeting	Wed. 11/04, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA Water Issues	Tue. 11/17, 8:00 a.m.	1701 Lombard Street, Oxnard Hybrid Event
AWA CCWUC*	Wed. 11/18, 11:30 a.m.	TBD IN PERSON ONLY
CoLAB Wheel Meeting*	Wed. 11/18, 12:00 p.m.	1672 Donlon Street, Ventura Hybrid Event
Calleguas Board Meeting	Wed. 11/18, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA WaterWise*	Thu. 11/19, 7:30 a.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
ACWA-JPIA and ACWA Fall Conference*	Sun. 11/29-Thu. 12/3	Anaheim Marriott
CoLAB Wheel Meeting*	Wed. 12/16, 12:00 p.m.	1672 Donlon Street, Ventura Hybrid Event
Calleguas Board Meeting	Wed. 12/16, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event

*Reservations required. Contact Kara if you would like to attend.



September 18, 2026

Via Email: SacDeltaComments@waterboards.ca.gov

Chairman E. Joaquin Esquivel
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

Re: Comments on August 19, 2026, Draft Bay-Delta Plan and Staff Report

Dear Ch. Esquivel and Board Members:

Our agencies appreciate the opportunity to comment on the August 19, 2026, Draft Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed and Staff Report (Draft Bay-Delta Plan). This final draft plan is a milestone, and we appreciate the years that the State Water Resources Control Board (Water Board) and its staff have spent developing it. However, there are concerning elements in the Draft Bay-Delta Plan that must be addressed prior to adoption.

THE HRL PROGRAM

We support the Healthy Rivers and Landscapes Program (HRL Program), as proposed by the California Environmental Protection Agency, California Natural Resources Agency, California Department of Fish & Wildlife, California Department of Water Resources, and the regional and local water agencies that supply water to the majority of the urban, agricultural, and wildlife regions within California.

The HRL Program was developed as a comprehensive approach to managing habitat, flow, and other factors required to protect native fish and wildlife species, while concurrently protecting water supply reliability in the Bay-Delta. It is based on four main tenets:

- **New Governance** – The HRL Program supports a new transparent and collaborative governance structure aimed at causing a paradigm shift from the ridged, traditional “regulator-regulatee” relationship that exists under the current Bay Delta Plan.
- **System-Wide Functional Flows** – The HRL Program provides additional flows to be managed in conjunction with new habitat on a watershed-wide scale to ensure ecosystem improvements for native species are realized.
- **Comprehensive Science** – Decision under the HRL Program would be supported by a single science program for the Bay-Delta Plan, governed by a science committee comprised of scientists and science program managers representing diverse interest groups.
- **Reliable Funding** – Federal appropriations, state general funds, and contributions from the HRL Program parties, in large part through “self-imposed” fees, would fund the acquisition of water and the governance and science programs.

Unfortunately, provisions in the final draft of the Bay-Delta Plan released on August 19, 2026, undermine these basic tenants of the HRL Program and jeopardize the ability to implement the Bay-Delta Plan. We urge the Water Board to consider and accept specific edits proposed by the Metropolitan Water District of Southern California and the State Water Contractors to remedy the description and implementation of the HRL Program.

THE UNIMPAIRED FLOW APPROACH

The alternative to the HRL Program, and default for implementation responsibility for new water supply projects, is the unimpaired flow approach (UIF). The Staff Report includes modeling of the UIF approach that shows significant water supply reductions to Southern California by 276 TAF/year on average and up to 515 TAF/year. If UIF is implemented as modeled, there would be significant adverse impacts on the water supply and affordability of water for Southern California. The Staff Report incorrectly assumes there will always be alternative water supplies available to Southern California no matter how significantly its imported supplies from the Bay-Delta are cut. Section 7.20.3 of the Staff Report concludes:

“[a]lthough some communities appear to have reserve supply from other sources that could replace Sacramento/Delta supply reductions, other communities do not have enough reserve supplies. These communities would need to intensify demand management and/or look for other water supplies, either through accelerating existing planned acquisitions or initiating the planning process for additional water supplies. If additional water supplies need to be obtained, new or modified facilities could be needed.”

Assuming the impacted parties and communities will self-mitigate the impacts of UIF by developing new supplies and increased demand management ignores the limitations of water and financial resources. Water is a finite resource, and Southern California will not always be able to develop or purchase water from yet-to-be identified alternative water sources nor continue to conserve without limitation. Regional or local water supply projects, such as surface water storage, groundwater storage, and water recycling projects, often depend on high-quality water supplies imported from the Bay-Delta. Continued access to Bay-Delta supplies is essential for existing and future regional and local water projects. Affordability and reliability are significant concerns in our service areas, particularly when considered against the backdrop of the aridification occurring within the Colorado River watershed and the decreased supplies available from that river system. The significant water supply impacts of UIF remain unmitigated and unaddressed in the final draft of the Staff Report and the Bay-Delta Plan. We urge the Water Board to ensure the HRL Program remains the viable program as proposed in 2022 and include appropriate mitigation to offset this significant water supply impact for those water agencies that would meet their implementation responsibility through the dedication of a percent of UIF.

This is a critical junction in the process of updating the Bay-Delta Plan. It is not too late to make the corrections needed to ensure the Bay-Delta Plan is modernized and California is best positioned to meet the challenges that are facing the Bay-Delta watershed. Thank you for your consideration of these comments.

Sincerely,

Shivaji Deshmukh, P.E.
General Manager
Metropolitan Water District of Southern
California

Natalie Ouwersloot, P.E.
Assistant General Manager
Foothill Municipal Water District

Mandip Samra
General Manager
Burbank Water and Power

Kristine McCaffrey, P.E.
General Manager
Calleguas Municipal Water District

B. Anatole Falagán
General Manager
Long Beach Utilities

Kevin L. Alexander
General Manager
Inland Empire Utilities Agency

David Reyes
General Manager
Pasadena Water and Power

David Pedersen
General Manager
Las Virgenes Municipal Water District

Dan Denham
General Manager
San Diego County Water Authority

Harvey De La Torre
General Manager
Municipal Water District of Orange County

Joe Mouawad, P.E.
General Manager
Eastern Municipal Water District

Matthew Litchfield
General Manager
Three Valleys Municipal Water District

Thomas Love
General Manager
Upper San Gabriel Valley Water District

Craig D. Miller, P.E.
General Manager
Western Municipal Water District

