Appendix I

SB X7-7 Compliance Form

SB X7-7 Table 0: Units of Measure Used in 2020 UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.*

SB X7-7 Table 2: Method for 2020 Population Estimate	
Method Used to Determine 2020 Population (may check more than one)	
☑	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: 2020 Service Area Population	
2020 Compliance Year Population	
2020	49,317

SB X7-7 Table 4: 2020 Gross Water Use							
Compliance Year 2020	**2020 Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.*	**2020 Deductions**					**2020 Gross Water Use**
		Exported Water *	**Change in Dist. System Storage*** (+/-)	**Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.*	**Water Delivered for Agricultural Use***	**Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.*	
	10,567			-		-	**10,567**

* **Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	Imported Water delivered by PCWA
This water source is *(check one)* **:**	
☐	The supplier's own water source
☑	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	9,939	-	9,939

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s) Meter Error Adjustment

Complete one table for each source.

Name of Source	Groundwater
This water source is *(check one)* **:**	
☑	The supplier's own water source
☐	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	628		628

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)		
2020 Gross Water *Fm SB X7-7 Table 4*	**2020 Population** *Fm SB X7-7 Table 3*	**2020 GPCD**
10,567	49,317	**191**

SB X7-7 Table 9: 2020 Compliance							
Actual 2020 GPCD[1]	Optional Adjustments to 2020 GPCD					2020 Confirmed Target GPCD [1, 2]	**Did Supplier Achieve Targeted Reduction for 2020?**
	Enter "0" if Adjustment Not Used			TOTAL Adjustments[1]	Adjusted 2020 GPCD [1] *(Adjusted if applicable)*		
	Extraordinary Events[1]	Weather Normalization[1]	Economic Adjustment[1]				
191	-	-	-	-	191	193	**YES**

[1] *All values are reported in GPCD*

[2] ***2020 Confirmed Target GPCD*** *is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.*

NOTES:

Appendix J

Water Supply Agreements

CONTRACT BETWEEN PLACER COUNTY WATER AGENCY

AND CITY OF LINCOLN FOR A TREATED WATER SUPPLY

adopted by PCWA Board on 12/10/2

This contract made this 13th day of November, 2012, by and between the Placer County Water Agency, hereinafter referred to as the "Agency", a public agency created by the California Legislature by the Placer County Water Agency Act, and the City of Lincoln, a municipal corporation, located within the Agency, hereinafter referred to as "Lincoln."

RECITALS

The Agency and Lincoln entered into a water supply contract on February 24, 1998, which was supplemented on July 13, 1999, November 7, 2002 and again on December 11, 2006 and expires on December 31, 2012.

The Agency recognizes and acknowledges an existing contribution by Lincoln of $4 million towards facilities construction, as set forth in the Supplement to the Contract between the Agency and Lincoln, dated December 11, 2006, which contribution entitles Lincoln to 351.7 future EDU's (404,455 gpd) through the unregulated delivery facilities.

The Agency and Lincoln now wish to enter into a new water supply contract that consolidates and supersedes the February 24, 1998, as amended and sets forth their mutual understandings and agreement regarding water supplies from the Agency in the future.

1006711 4 80 1

SCANNED

NOW, THEREFORE, the above Recitals are true and correct and incorporated herein by reference, and the parties hereto mutually agree as follows:

ARTICLE 1 – TERM OF CONTRACT

This contract ("Contract") shall supersede the contract of February 24, 1998, as amended and supplemented, and shall become effective on January 1, 2013 and remain in effect through December 31, 2032.

ARTICLE 2 – OPTION FOR CONTINUED SERVICE

At the expiration of the term of this Contract, Lincoln shall be entitled to renewals of this Contract for successive periods not to exceed twenty years at a time, provided that the terms and conditions of each such renewal are agreed upon not later than one year prior to the expiration of the then-existing contract. The renewal contract shall provide for service of water under the same conditions of service as the then-existing contract including time, place, amount and rate of delivery, provided *that* the conditions of service may be altered if necessary to meet regulatory or legal requirements imposed on Agency or Lincoln.

ARTICLE 3 – POINTS OF DELIVERY AND INTERTIES

(a) Points of Delivery. All water furnished pursuant to the Contract shall be delivered to Lincoln at the Lincoln Metering Station adjacent to Lincoln's 5 million gallon storage tank near the Catta Verdera development as shown on **Exhibit A** attached hereto and incorporated herein by reference, and at other locations that may in the future be agreed to in writing by the parties. All locations where water is to be delivered are hereinafter referred to

collectively as "Points of Delivery". Upon agreement as to additional Points of Delivery, Exhibit A shall be amended to show those Points of Delivery. Upon agreement by the Agency, which shall not be unreasonably withheld, Lincoln may also elect to take delivery of water from the Agency at a point along the Agency's existing 18-inch line in Athens Road, provided that Lincoln pays the Agency's full Water Connection Charge ("WCC") at the time of request for such delivery and complies with such additional terms and conditions as are appropriate at that location. Lincoln shall be solely responsible for all costs of constructing the Points of Delivery and all costs of operating and maintaining all Lincoln's facilities beyond the Points of Delivery, provided, however, that the costs of construction of metering stations and facilities upstream of the Points of Delivery shall be a credit against future Water Connection Charges.

(b) Interties. The Agency and Lincoln recognize that there is a mutual benefit in having interties between their respective distribution systems to provide for the exchange of water between Agency and Lincoln under emergency conditions and during planned maintenance periods. These interties will be established and operated in a manner mutually agreed to in writing.

ARTICLE 4 – EXISTING AND PLANNED INFRASTRUCTURE

(a) Existing Infrastructure. The location of the major existing and planned infrastructure elements associated with the delivery of treated water from the Agency to Lincoln are also shown on **Exhibit A**.

(b) Penryn-Lincoln-Sunset Pipeline. Phases 1A, 1B and 2 segments of the Penryn-Lincoln-Sunset pipeline have been completed in accordance with prior agreements between the parties. The Phase 3 segment was envisioned in a prior agreement but has not been constructed as of the date of this Contract.

The Phase 3 segment will extend a pipeline from the Lincoln Metering Station north to Lincoln's City Pond site. The Phase 3 segment will include a new Metering Station at the City Pond site similar to the existing Lincoln Metering Station. Lincoln and the Agency are in the process of negotiating a Facilities Agreement for the construction of the Phase 3 segment, which shall cover issues of timing, funding and changes in Lincoln's Maximum Delivery Entitlement, and the Agency recognizes the existing contribution by Lincoln of $4 million towards the future construction.

(c) Lincoln Metering Station. The existing Lincoln Metering Station, located at the northerly end of the Phase 1B pipeline, includes two separate metering facilities: one for the unregulated metered delivery of water to the high elevation lots of the Catta Verdera development, and one for the flow-regulated metered delivery to the Lincoln Pressure Zone. "Regulation" as used in this Article means the Agency's ability to control the rate of flow and limit flow fluctuations. The Lincoln Metering Station is designed to deliver up to 20 mgd combined (both regulated and unregulated delivery).

(d) Future Facilities. Exhibit A also shows the approximate location of the proposed Ophir Water Treatment Plant ("Ophir WTP") and transmission lines needed to

connect it to the existing Foothill-Sunset system. Completion of these future facilities will increase the Agency's maximum delivery rate capability to Lincoln and the remainder of the Agency's service area.

(e) Reservation of Transmission Capacity. As of the date of this Contract, all payments made by Lincoln, whether direct investments in pipelines or payments of the Agency's WCC, have been incorporated into the calculation of Lincoln's Maximum Delivery Entitlement and Lincoln has no separate or additional rights to transmission capacity in the Agency's system.

ARTICLE 5 – MAXIMUM DELIVERY ENTITLEMENTS

(a) General Provisions

The Agency will supply Lincoln with water each year at the Points of Delivery, up to the maximum quantities and maximum rates of flow specified in this Article, subject to the terms and conditions of this Contract.

During the non-peak season, generally from September to May, but not during a PG&E water service outage, Lincoln may exceed the maximum quantities and flow rates to which it is entitled under the Contract for purposes of performing maintenance on its system, provided that the Agency is notified in advance and determines it has the capability to provide such accommodation of flow rates and quantities.

In an emergency situation within Lincoln's system Lincoln shall have equal access to the Agency's storage and delivery capacity on the same basis as other Agency customers if needed.

In an emergency situation within Agency's system, Lincoln agrees to utilize its alternative groundwater supplies and internal storage capacity to the maximum extent feasible at the request of the Agency.

(b) Current Maximum Delivery Entitlement. As of the date of this Contract, the maximum amount of water which Lincoln may require the Agency to deliver to Lincoln through the regulated delivery facilities in a single day is 17,774,452 gallons, and through the unregulated delivery facilities in a single day is 726,972.5 gallons, for a combined total of 18,501,424.5 gallons per day (Maximum Delivery Entitlement). For purposes of this Contract, a day shall be the twenty-four hour period beginning one second after midnight.

(c) Service to High Elevation Lots. It is anticipated that ultimately there will be approximately 600 dwelling lots within Lincoln's service area at elevations higher than can be served by gravity from the Lincoln Pressure Zone. The Agency agrees that Lincoln may elect to take unregulated delivery from the Agency for these lots, provided that Lincoln first pays to the Agency the Agency's full WCC, as it exists at the time of such payment. To date, Lincoln has paid for WCC credits for a maximum day water delivery of 726,972.5 gallons for the unregulated deliveries for the high elevation lots in Lincoln that are served by the Agency's storage facilities. Should Lincoln desire to purchase additional maximum day capacity for service to high elevation lots, Lincoln shall submit to the Agency a written request specifying the additional maximum day water delivery required. Assuming there is adequate capacity in

the Agency's system to accommodate this request, as determined in the Agency's sole discretion, Lincoln shall pay the full WCC cost per gallon as it exists at that time.

(d) Service to Lincoln Pressure Zone. With the exception of the unregulated delivery to the Catta Verdera high elevation lots, under normal operating conditions Lincoln shall, at its own expense, provide all storage and groundwater facilities necessary to regulate pressures and to accommodate hourly changes in demands within its Lincoln Pressure Zone while receiving uniform regulated deliveries from the Agency.

Lincoln will provide to the Agency on a routine basis, but not more frequently than daily, the required daily volume of water to be delivered to Lincoln. The Agency shall operate control valves which regulate the rate of flow of water from the Agency's system to Lincoln's at the Points of Delivery. At the option of the Agency, deliveries to Lincoln may be made at a uniform rate of delivery over a twenty-four hour period, or at fluctuating rates not to exceed plus or minus 10 percent of the daily average delivery rate, *provided however, that* the Agency may temporarily halt delivery if Lincoln's storage facilities become full.

(e) Increases in Maximum Delivery Entitlement Through Existing Facilities.

The Agency's Foothill-Sunset-Ophir ("FSO") water system has an approximate maximum permitted treatment capacity of 66 mgd and an unallocated treatment capacity of approximately 5.7 mgd as of the date of this Contract, which unallocated capacity is available on a first-come, first-served basis upon payment of the applicable WCC. Lincoln shall have the right to access any or all of the then-unallocated treatment and transmission capacity within

the Agency's FSO water system by paying the WCC applicable to Lincoln in effect at the time payment is made until the existing FSO system reaches capacity, as objectively and quantifiably determined by PCWA.

(f) Annual Notification. The Agency shall notify Lincoln annually in writing of the then-remaining water and capacity which the Agency is able to deliver to and from the FSO water system, and the amount of water and capacity which has been committed to and from the FSO water system since the date of the immediately preceding report.

ARTICLE 6. WATER CONNECTION CHARGES

(a) WCC Applicable to Lincoln for Service from Agency's Existing Infrastructure.

The Agency's current full WCC is composed of five components: (1) a treatment plant component, the amount of which is generally intended to cover the costs of delivering raw water to the treatment plant and providing treatment and clearwell storage facilities; (2) a groundwater component, the amount of which is generally intended to cover the costs of providing groundwater pumping and treatment facilities which the Agency determines is necessary to insure water supply reliability, for emergency backup, periods of drought, or for maintenance or peak management; (3) a storage component, the amount of which is generally intended to cover the costs of providing distribution system storage facilities; (4) a transmission component, the amount of which is generally intended to cover the costs of providing regional transmission facilities; and (5) a planning component, the amount of which is generally intended to cover the costs of regional planning efforts.

Except for service to high elevation lots, as provided in Article 5, the Parties agree that the Agency will not provide distribution system storage or groundwater service to Lincoln and will be providing only a portion of the planning required by Lincoln. Therefore, the WCC components applicable to Lincoln to increase its Maximum Delivery Entitlement from the existing Foothill-Sunset-Ophir system shall be the Agency's treatment component, transmission component and one-half the planning component. As of the date of this agreement the Agency's WCC components for the PCWA Zone 1 treated water service and the amounts applicable to Lincoln for one (1) equivalent dwelling unit (EDU) are as shown in the following table. Also shown is the assumed maximum day demand for one (1) EDU which was used to calculate these charges, and a calculation of the WCC amount per gallon per day of maximum demand ($/GPD).

Component (effective 01/01/12)	Zone 1	Lincoln
Treatment	$5,834	$5,834
Groundwater	648	0
Storage	2,755	0
Transmission	6,807	6,807
Planning	162	81
Total	$16,206	$12,722

1 EDU Max Day Water Use, GPD	1,150	1,150
$/GPD	$14.09	$11.06

The Maximum Delivery Entitlement for Lincoln shall be increased by one gallon per day from the existing FSO water system for each $11.06 of WCC payment received by the Agency in 2012.

Beginning January 1, 2013 and each year thereafter, until the Agency determines that there is no remaining unallocated capacity in the existing FSO water system, the amount of WCC payment required to increase Lincoln's Maximum Delivery Entitlement shall be increased by the percent increase in the ENR San Francisco Construction Cost Index over the preceding year.

(c) Increases in Maximum Delivery Entitlement Requiring New Infrastructure.

Additional increases in Lincoln's Maximum Delivery Entitlement requiring new infrastructure may be made available to Lincoln through implementation of negotiated Facilities Agreement(s) that include provisions for joint financing of the planning, design, environmental processing and mitigation, and construction of the proposed source water supply, water treatment and transmission infrastructure and appurtenances necessary to increase the maximum rate of delivery from the Agency to Lincoln. The Agency agrees to cooperate with Lincoln in the planning and development of infrastructure in the Agency's facilities upstream of the Points of Delivery and interties which Lincoln requires to meet its development needs, provided, however, that this Contract imposes no obligation on PCWA to construct or enhance its existing infrastructure. PCWA shall own and operate all such infrastructure. Lincoln shall have exclusive rights to the portion of capacity in said infrastructure represented by the proportion of funding provided by Lincoln, to be defined in those Facilities Agreement(s).

ARTICLE 7 – LIMITATION ON AGENCY SERVICE

Except for those properties that abut the existing Agency pipeline in Athens Road, the Agency will not provide treated water service within Lincoln's sphere of influence as of the date of this Contract; provided that Lincoln offers to furnish such service to those areas upon the same terms and conditions that it furnishes service to areas outside its city limits.

ARTICLE 8 – OTHER LINCOLN WATER SOURCES

Lincoln has a developed groundwater system which is integrated into its municipal water system; a portion of Lincoln's sphere of influence lies within Nevada Irrigation District's (NID) service area and Lincoln is pursuing a separate treated water supply from NID to serve that portion of the city. In addition, Lincoln is planning on developing its recycled water sources to meet local irrigation requirements. Both of these source developments may affect Lincoln's need for water supplied under this Contract. The Agency acknowledges that Lincoln has the right to use these other water sources within the City in any way it determines is best.

ARTICLE 9 – MEASUREMENT

All water furnished pursuant to this Contract shall be measured by the Agency at the Points of Delivery. Such measurements shall be with equipment chosen by the Agency and approved by Lincoln. All measuring equipment shall be installed and maintained by the Agency and the Agency shall pay for all installation and maintenance. The Agency shall have the primary obligation to measure the quantity of water delivered to Lincoln. Lincoln may request, at any time, investigation of the measurements being made as well as the charges associated

with those measurements. Errors in measurement and charges discovered by the investigation will be corrected by the Agency. Lincoln may, at its own cost, at any time, inspect the measuring equipment and the records of such measurements for the purpose of determining the accuracy of the equipment and measurements.

ARTICLE 10 – RATES OF PAYMENT FOR WATER

(a) Current Rates and Charges. Beginning the earlier of January 1, 2014 or the effective date of the next change in Agency's rates, and continuing until otherwise agreed to in writing by both parties, the rates and charges that Lincoln shall pay the Agency for all water furnished under this Contract shall be the Agency's Schedule No. 1 – Treated Water – for Metered Industrial and Resale Service within the Western Water System, which is the Agency's lowest volumetric rate for treated water. Until January 1, 2014, Lincoln shall pay the Agency's rates and charges implemented in 2009 that Agency designated as applicable to Lincoln.

(b) Changes in Rates and Charges. The Agency may alter its rates and charges at any time as it deems necessary; provided, however, it shall give Lincoln 45 days' written notice of its intention to consider any changes in rates and charges and shall hold a public hearing at which Lincoln and any members of the public can present evidence in support of or in opposition to any such proposed changes and provided further *that* no increase in rates to be charged to Lincoln shall become effective until 90 days after the Agency has notified Lincoln in writing of the rate change.

ARTICLE 11 – RESERVED

ARTICLE 12 – TIME AND METHOD OF PAYMENTS

On or before the tenth day of each month, the Agency shall send Lincoln a statement of charges due for all water actually delivered to Lincoln during the preceding month. Lincoln shall pay all statements via electronic transfer within thirty (30) days after they are received.

ARTICLE 13 – WATER SHORTAGES

At times there may occur a shortage in the quantity of water available for delivery to Lincoln pursuant to this Contract. In the event of any shortage (due to natural causes, casualties, regulatory requirements or any other causes) which causes the total quantity of water available to the Agency for distribution to Lincoln and to the Agency's other customers to be less than the total of all quantities required by Lincoln and the other customers, the Agency reserves the right to apportion the available water supply among Lincoln and others entitled to receive water from the Agency. In such events, no liability shall accrue against the Agency or any of its officers, agents or employees for any damage, direct or indirect, arising from such shortage or shortages or resulting allocations. The Agency shall give Lincoln written notice as far in advance as possible of any such reduction in water deliveries, which notice shall state the basis for the reduction and the anticipated duration. Also, if the Agency's supply of water for its Zone No. 1 is reduced by events outside the control of the Agency, or is being fully utilized by the Agency's then-existing customers, and as a result the Agency is unable to increase Lincoln's Maximum Delivery Entitlement then, notwithstanding any other provision of this Contract, the Agency shall not be required to increase its rate of delivery to Lincoln.

ARTICLE 14 – OPERATION AND MAINTENANCE

The Agency may temporarily discontinue or reduce the amount of water to be furnished to Lincoln as provided for herein for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for furnishing water to Lincoln. Insofar as it is feasible, the Agency will give Lincoln reasonable notice in advance of any such temporary discontinuance or reduction, except in cases of emergency, in which case no advance notice need be given. The Agency shall schedule its routine maintenance of facilities so that, to the extent feasible, such discontinuances or reduction in delivery will result in minimum impact to Lincoln's customers.

ARTICLE 15 – WATER QUALITY

All water delivered by the Agency pursuant to this Contract shall meet all applicable Federal, State of California and Placer County water quality requirements for water for domestic use. If public notification is required to be given to Lincoln's customers because the quality of the water fails to meet standards, Agency shall so notify Lincoln in writing as promptly as reasonably feasible, and Lincoln shall be responsible for sending such notices, *provided that* the Agency shall reimburse Lincoln for its reasonable costs in doing so. The Agency shall provide Lincoln with copies of any reports received by the Agency from health departments concerning the quality of the water being furnished to Lincoln. Lincoln shall indemnify the Agency against any claims of damages of any nature whatsoever that may result

from a failure of Lincoln to provide notice to its customers of water quality problems pursuant to this Article 15.

ARTICLE 16 – INDEMNIFICATION

Except for any claim or action for damages based upon the quality of water prior to its reaching the Points of Delivery, neither the Agency nor its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water furnished to Lincoln pursuant to this Contract after such water has passed the Points of Delivery, nor for the claims of damages of any nature whatsoever, including but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond the Points of Delivery,; and Lincoln shall indemnify, defend and hold harmless the Agency and its officers, agents and employees from any such damages or claims of damages.

ARTICLE 17 – OBLIGATIONS OF LINCOLN TO MAKE PAYMENTS

The obligations of Lincoln arising out of or pursuant or incidental to this Contract shall constitute general obligations of Lincoln, and Lincoln shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to the Agency under this Contract. Lincoln as a whole is obligated to pay to the Agency the payments becoming due under this Contract, notwithstanding any individual default by its water users, constituents or others in the payment to Lincoln of assessments, taxes, tolls, or other charges levied by Lincoln.

ARTICLE 18 – INTEREST ON OVERDUE PAYMENTS

Interest shall accrue at the legal rate of interest charged on judgments issued in California courts on any unpaid charges to be paid by Lincoln to the Agency pursuant to this Contract from their due date until paid, and Lincoln hereby agrees to pay such interest.

ARTICLE 19 – DEFAULT

In the event of any default by Lincoln for a period of more than sixty (60) days in the payment of any money required to be paid to the Agency hereunder, the Agency in its discretion may suspend delivery of water during the period when Lincoln is delinquent in its payments or obligations due to the Agency under the terms of this Contract. Action taken pursuant to this Article shall not deprive the Agency of or limit any remedy provided by this Contract or by law for the recovery of money due or which may become due under this Contract.

ARTICLE 20 – REMEDIES NOT EXCLUSIVE

The use of either party of any remedy for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 21 – ASSIGNMENT

The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract, or any part hereof or interest herein, shall be valid without the consent of the non-assigning party.

ARTICLE 22 – AREA SERVED BY LINCOLN

Without the prior written consent of the Agency, water delivered to Lincoln pursuant to this Contract shall not be sold or otherwise disposed of by Lincoln for use outside Lincoln's city limits as they may exist from time to time, except to those customers outside the city limits located in the area shown on Exhibit "B" attached hereto and incorporated herein by reference that were receiving service from Lincoln as of the date of the 1998 contract. The consent of the Agency shall not be unreasonably withheld. Refusal of the Agency to grant consent shall be based upon the lack of water or capacity in Agency facilities or the intention of the Agency to provide service to the area outside Lincoln's sphere of influence. Lincoln shall require annexation to the Agency's Zone No. 1 as a condition to providing water service to any new customers outside of Lincoln's city limits that are connected to Lincoln's water system after the date of this Contract.

ARTICLE 23 – OPINIONS and DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

ARTICLE 24 – NOTICES

All notices, including but not limited to rate or WCC increases, that are required either expressly or by implication to be given by any party to the other under this Contract shall be

signed for the Agency and for Lincoln by such officers as they may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given and delivered personally if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this Contract.

ARTICLE 25 – INSPECTION of BOOKS and RECORDS

The proper officers or agents of Lincoln shall have full and free access at all reasonable times to the account books and official records of the Agency insofar as the same pertain to the matters and things provided for in this Contract, with the right at any time during office hours to make copies thereof at Lincoln's expense, and the proper representatives of the Agency shall have similar rights in respect to the account books and records of Lincoln.

ARTICLE 26 – AMENDMENTS

This Contract may be amended at any time by mutual written agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.

ARTICLE 27 – WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be

effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

ARTICLE 28 – CONSTRUCTION of LANGUAGE of CONTRACT

The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

ARTICLE 29 – MITIGATION of DAMAGES

In all situations arising out of this Contract, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

ARTICLE 30 – GOVERNING LAW

This Contract, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

ARTICLE 31 – CAPTIONS

The captions or headings in this Contract are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Contract.

ARTICLE 32 – PARTIAL INVALIDITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 33 – RELATIONSHIP of the PARTIES

The relationship of the parties to this Contract shall be that of independent contractors. Each party shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work or obligations assigned to them under this Contract.

ARTICLE 34 – WATER CONSERVATION

The Agency is required by federal and state laws and regulations to implement various water conservation measures and require its customers, whether they be retail, wholesale, or resale customers, to abide by these measures in order to prevent the waste of water. Lincoln shall, within its service area, implement the water conservation measures adopted by the Agency from time to time for the Agency's Zone No. 1 Water System and shall require its customers to comply with those measures to the same extent that other customers within the Agency's Zone No. 1 are required to do so.

ARTICLE 35 – YEAR

The term "year" as used in this Contract shall mean the calendar year beginning on each January 1.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

ATTEST:

Clerk, Board of Directors
Placer County Water Agency
P O. Box 6570
Auburn, California 95604

PLACER COUNTY WATER AGENCY

12/10/12

Chairman of the Board

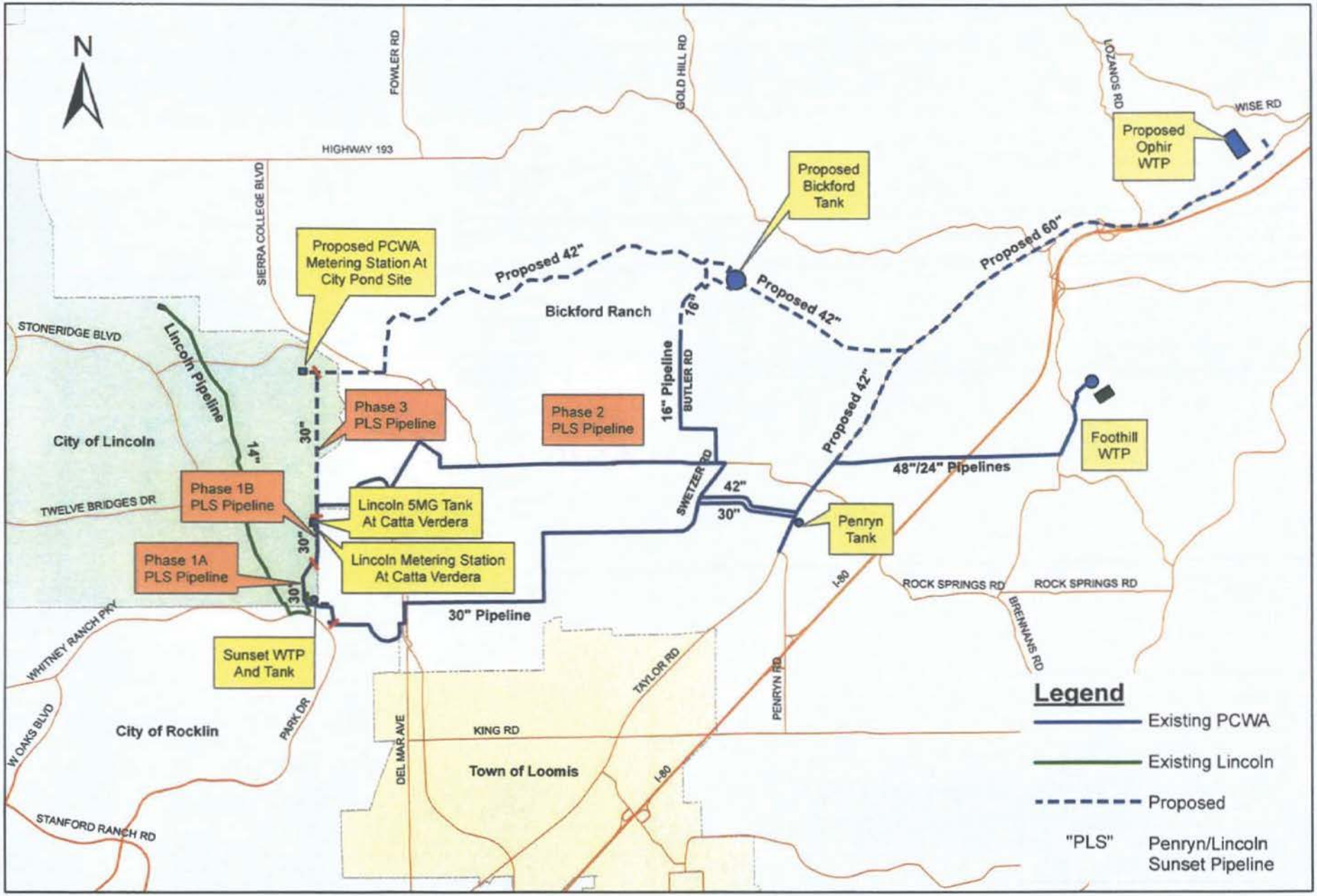
ATTEST:

Clerk
City of Lincoln
600 6th Street
Lincoln, California 95648

CITY OF LINCOLN

Mayor

1006711 4 80 1



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Scale: 1" = 5000'

Exhibit A

8/14/12

AMENDMENT NO. ONE TO FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3 LINCOLN/PENRYN PIPELINE

AND METERING STATION BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN

This Amendment, by and between Placer County Water Agency, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date last executed by either the Agency or Lincoln.

Whereas, Lincoln and the Agency entered into Facilities Agreement No. 2521 ("FA 2521") on October 17, 2013 for design and construction of the Phase 3 Lincoln/Penryn Pipeline and Metering Station; and

Whereas, this pipeline and metering station will initially serve Lincoln from the Agency's Foothill Water Treatment Plant ("WTP") and Lincoln is constructing it because their need for the pipeline preceded that of the Agency; and

Whereas, Lincoln is the lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., CEQA) for environmental documentation and review under the California Environmental Quality Act and covered the Phase 3 Lincoln/Penryn Pipeline and Metering Station within the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report in 1998 and an addendum to this document in 1999 ("Previous CEQA Documents"); and

Whereas, this pipeline is planned to later serve Lincoln and western Placer County from the Agency's proposed Ophir WTP via a proposed pipeline through the Bickford Ranch development project; and

Whereas, the diameter of the Phase 3 Lincoln/Penryn Pipeline is sized assuming Lincoln takes approximately half the supply from Ophir WTP being delivered through the Bickford Ranch development; and

Whereas, Lincoln is considering several options in its long-term water supply planning and may not need half the supply provided by Ophir WTP; and

Whereas, the Agency wishes to provide flexibility in where water from Ophir WTP is delivered and also maximize the ability for Ophir WTP to backup Foothill WTP; and

Whereas, increasing the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches ("Pipe Increase") would provide this flexibility and redundancy; and

Whereas, the Agency has requested that Lincoln increase the Phase 3 Lincoln/Penryn Pipeline accordingly; and

Whereas, the Agency is acting as the Lead Agency under CEQA for the Pipe Increase and has determined and finds that the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents. Furthermore, all of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project. Therefore, the conditions under which

preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.

Now, therefore, it is agreed as follows:

1. The Agency finds that:
    a. On the basis of an addendum prepared for this action, and concurrent consideration of the addendum and the previous EIR and addendum referenced above, the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents.
    b. All of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project.
    c. The conditions under which preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.
2. Lincoln will increase the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches in its design plans and specifications and construct the pipeline with the larger diameter. Appurtenant piping within the Metering Station to deliver water from the Bickford Ranch development to western Placer County will also be increased in diameter.
3. The Agency will pay for the increased cost of the project as a result of this Amendment in accordance with the terms of the original facilities agreement.

4. The Agency will defend, indemnify, and hold Lincoln, its elected and appointed commissioners, officers, agents, and employees harmless from and against any and all damages, claims, costs and liabilities arising out of the approval of the Pipe Increase, including claims under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.)
5. All other terms of FA 2521 remain unchanged.

In witness whereof, the parties hereto have executed this Agreement on the dates written below.

PLACER COUNTY WATER AGENCY

BY: _____

Date: August 4, 2016

ATTEST:

_____
Clerk, Board of Directors

CITY OF LINCOLN

_____
Signature

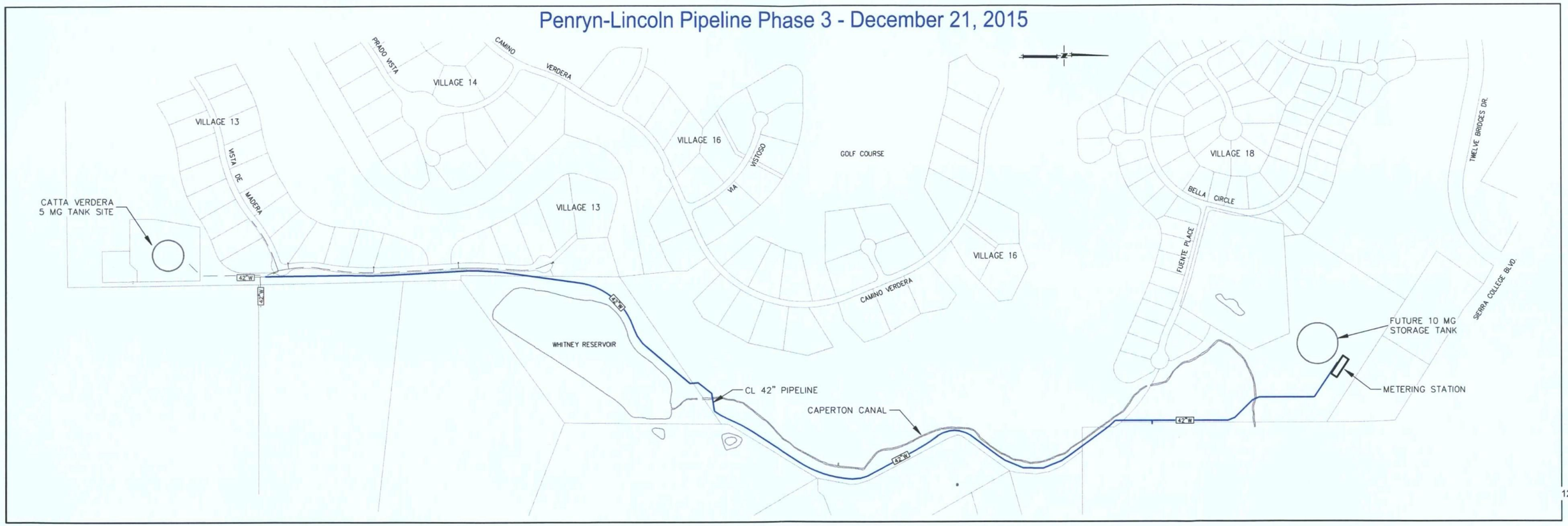
_____
Print name

City Manager
Title

Date: 9/16/16

City of Lincoln
600 Sixth Street
Lincoln, CA 9564

Penryn-Lincoln Pipeline Phase 3 - December 21, 2015



PENRYN-LINCOLN PIPELINE PHASE 3 - AREA OF DISTURBANCE

UBORA ENGINEERING & PLANNING
"EXCELLENCE"
2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661 (916) 780-2500
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PCWA
water • energy • stewardship

PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS
Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5

Einar Maisch, General Manager

BUSINESS CENTER
144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW.PCWA.NET

August 8, 2016
File No.: FA 2521

Ray Leftwich, P.E.
City Engineer
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

SUBJECT: FA 2521 Phase 3 Lincoln / Penryn Pipeline and Metering Station

Dear Ray:

Enclosed find two copies of the contract referenced above, which was approved by the PCWA's Board of Directors on August 4, 2016. Please sign both copies and return one fully executed copy to the attention.

Should you have any questions please contact me at (530) 823-4801.

Sincerely,

Stephanie Wens

Stephanie Wens
Administrative Aide

Enclosure

RESOLUTION NO. 16- 29 OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY APPROVING AN ADDENDUM TO A PREVIOUSLY CERTIFIED SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR PHASE 3 OF THE LINCOLN/PENRYN PIPELINE AND METERING STATION

WHEREAS, the *Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report* ("1998 SEIR"), and an *Addendum to the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report for the 30-Inch Pipeline and Water Storage-Tank* ("1999 Addendum") were certified by the City of Lincoln; and

WHEREAS, Placer County Water Agency was a responsible agency under CEQA for the 1998 SEIR and 1999 Addendum and was consulted by the City of Lincoln in preparation of and certifications of those documents; and

WHEREAS, Placer County Water Agency has reviewed and considered the information and findings contained in the City's 1998 SEIR and 1999 Addendum; and

WHEREAS, the State CEQA Guidelines Section 15164 provide the authority for a responsible agency to adopt an addendum to the environmental analysis for changes made to a project that was previously the subject of an Environmental Impact Report (EIR), conditioned that changes or additions are necessary and do not result in new significant impacts and preparation of a subsequent EIR.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Placer County Water Agency as follows:

1. This Board hereby finds and declares that all of the above recitals are true and correct.

2. This Board finds that (a) no substantial changes have been proposed in the project which would require major revisions of the 1998 SEIR or 1999 Addendum, (b) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which would require major revisions in that 1998 SEIR or 1999 Addendum, and (c) no new information, not known at the time the 1998 SEIR and 1999 Addendum was certified as complete, has become available.

3. Under Public Resources Code section 21166, no new environmental impact report is required to be prepared by the City of Lincoln or Placer County Water Agency prior to approval of Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project. None of the conditions that would trigger a subsequent or supplemental document are applicable.

4. Based upon the aforedescribed evidence, the Board hereby approves the Addendum for Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project submitted to it in conjunction with the 1998 SEIR and 1999 Addendum, and hereby directs the Agency staff to prepare and file a Notice of Determination in the prescribed form in compliance with the California Environmental Quality Act.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of the Placer County Water Agency held on August 4, 2016, by the following vote on roll call:

AYES DIRECTORS: Graham "Gray" Allen, Joshua Alpine, Robert Dugan, Primo Santini, III, and Chair Michael "Mike" Lee

NOES DIRECTORS: None

ABSENT DIRECTORS: None

PLACER COUNTY WATER AGENCY

FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3

LINCOLN/PENRYN PIPELINE AND METERING STATION

PLACER COUNTY WATER AGENCY – CITY OF LINCOLN

THIS AGREEMENT, by and between PLACER COUNTY WATER AGENCY, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date executed by the Agency.

W I T N E S S E T H:

WHEREAS, Lincoln and the Agency entered into an agreement for water supply dated February 24, 1998 ("1998 agreement") that provided a framework for provision of water supply facilities for Lincoln, and a July 13, 1999 supplement ("1999 supplement") to the 1998 agreement further defined the facilities, delivery points, and phasing of construction of the water supply facilities, now referred to as the Lincoln/Penryn Pipeline, which has been constructed in phases; and

WHEREAS, construction of Phases 1a, 1b, and 2 of the Lincoln/Penryn Pipeline have been completed; and

WHEREAS, the 1999 supplement required a separate agreement to further define the terms of construction of the Lincoln/Penryn Pipeline and Metering Station, which agreement is to include reimbursement for Agency costs, and credits to Lincoln for costs incurred; and

WHEREAS, on December 11, 2006, the Agency Board of Directors approved a further supplement to the 1998 agreement which allowed Lincoln to increase its maximum delivery

entitlement based upon the Water Connection Charge (WCC) in effect on November 2, 2006, provided that Lincoln deposit $4,000,000 with the Agency, and construct and convey to the Agency, prior to May 1, 2012 a metering and pressure reducing station and related appurtenances and property at Lincoln's City Pond Site, referred to herein comprehensively as the "Metering Station"; and

WHEREAS, Lincoln has paid $4,000,000 to the Agency for participation in the construction of a pipeline from the Bickford Tank to Lincoln's City Pond Site, and

WHEREAS, Lincoln has requested that the remaining funds from the $4,000,000 paid by Lincoln on December 11, 2006 to upsize the pipeline from the Bickford tank to the City Pond Site be applied to the construction of the Phase 3 Pipeline and Metering Station; and

WHEREAS, the Phase 3 Pipeline extension from the Agency's Foothill Sunset Plant/Foothill Pressure Zone requested by Lincoln will require the installation of approximately 6040 feet of 30-inch diameter pipeline, construction of the Metering Station at the City Pond Site, telemetry and SCADA controls, and associated appurtenances, all of which will be described more fully in the Lincoln Penryn Phase 3 project plans to be prepared by Ubora for Lincoln as shown in Exhibit A, and which are all collectively hereinafter referred to herein as the "Facilities"; and

WHEREAS, Lincoln desires to connect the Facilities to the Agency's water system and have the Agency assume ownership of such Facilities, as further described herein, and the responsibility for furnishing water service therefrom; and

WHEREAS, the Agency is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions, Standard Drawings, and approved drawings and specifications not covered in the Agency's Standards; and

WHEREAS, Lincoln intends to engage a qualified contractor and has agreed to bear expenses to furnish and install the Facilities as further described in this agreement ("Agreement"), and

NOW, THEREFORE, IT IS AGREED as follows:

1. Deposit: The following cash deposits shall be paid to the Agency upon submission of a copy of this Agreement duly executed by Lincoln on or before ninety (90) days after the execution of the Agreement by the Agency's Board of Directors or before installation of the Facilities under this Agreement is commenced, whichever is earlier:

(a) Engineering review, inspection, CEQA compliance and other costs $40,000

TOTAL..... $40,000
=========

The amount for Item 1(a) represents an estimated cost. Item 1(a) is in addition to any amount previously paid by Lincoln, and shall be charged on an actual cost basis. The actual cost as determined by the Agency for engineering review, supervision, inspection, compliance with the California Environmental Quality Act, the preparation and administration of this Agreement, inspection and testing of the Facilities, water system outages, tests and other associated activities, and costs associated with mediation, arbitration, or attorneys' fees incurred by the Agency in connection with this Agreement shall be charged against the amount deposited for Item 1(a). Should the amount of deposit for Item 1(a) become depleted the Agency may require an additional deposit be paid by Lincoln before proceeding with further work Any cost over and above the amount deposited for Item 1(a), less the amount of deposit retention referred to in paragraph 3, shall be paid upon demand, and any excess shall be refunded within 90 days after completion and acceptance of the work.

2. Minimum Deposit/Retention. Lincoln shall maintain a minimum balance of the deposit referred to in paragraph 1, Item 1(a), in an amount of $1,000 or more until completion and acceptance of the work. In order for the Agency to reimburse itself for actual costs incurred after the

date of completion and acceptance of the work, the Agency shall retain $1,000 for a period of three (3) years from the date of completion and acceptance of the work. Within 90 days thereafter the Agency shall return to Lincoln any remaining deposit balance.

3. Time: If the construction and installation of the Facilities provided for herein is not commenced within one (1) year after the date of execution of this Agreement by the Agency and completed within twelve (12) months after that date, the Agency shall have the right to terminate this Agreement at any time thereafter. Upon such termination by the Agency, the Agency shall refund any portion of the deposit made for engineering review and inspection costs, pursuant to Paragraph 1, that has not been used by the Agency prior to the date of such termination.

4. Plans· It is the responsibility of Lincoln to prepare plans and specifications for the Facilities and submit them to the Agency for acceptance. All materials to be furnished and all construction shall be in accordance with the Agency's Improvement Standards, Technical Provision, Standard Drawings, and other plans and specifications not the Agency standards. The plans and specifications, when accepted in writing by the Agency, shall become a part of this Agreement

5. Installation of Facilities: Lincoln shall construct and install the Facilities described in the plans and specifications accepted by the Agency in accordance with the provisions of this Agreement and the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings No work may be done except by a California State Licensed Class A contractor or forces approved by the Agency. Lincoln shall comply with all laws and regulations, including any prevailing wage and other employment laws and regulations such as California Labor Code Sections 1720 *et seq.*, to the extent they are applicable to construction and installation of the Facilities. A minimum of three qualified bids shall be provided. Prior to awarding a contract for construction, Lincoln shall allow PCWA to review and reject any bids.

6. Property and Rights-of-Way: No construction work shall be performed or installation

made until Lincoln provides the following easements or fee title for the properties that contain or will contain facilities that will be conveyed to the Agency in accordance with this Agreement, as follows: fee title property underlying the Metering Station, non-exclusive access easements over access roads to Agency facilities, non-exclusive pipeline and access easements over pipeline alignments, and non-exclusive canal and access easements over canals and canal spill locations on the properties All easements shall be provided in a form acceptable to the Agency and must be reviewed, approved, submitted into escrow by the Agency, and recorded.

7. Grade Established· No work shall be performed or installation made until street subgrades have been established to the satisfaction of the Agency.

8. Inspection: The Agency shall provide one or more inspectors to inspect the construction and installation of the Facilities. The Agency shall be fully responsible for inspection of all Facilities. The cost of inspection shall be charged against the deposit provided in paragraph 1.

9. No Water Deliveries to Facilities Prior to Acceptance: No water shall be delivered to the Facilities until all of the Facilities have been completed and accepted by the Agency, unless delivery prior thereto is approved by the Agency in writing.

10. Acceptance: The Agency assumes no obligation for operation or maintenance of the Facilities included in this Agreement until such time as they are formally accepted in writing by the Agency. Any costs incurred by the Agency due to emergency or other repairs prior to final acceptance by the Agency shall be billed to, and paid by, Lincoln.

Lincoln shall be notified in writing of acceptance of such Facilities when they are satisfactorily installed in accordance with the Agency Accepted Plans and the Agency's current Improvement Standards, Technical Provisions and Standard Drawings, all grading and paving is completed, all required easements are received, accepted and recorded by the Agency; the required maintenance guarantee is posted; and Lincoln has no monies due the Agency on any accounts with the Agency.

Immediately upon notice by Agency of acceptance, all rights, titles, and interest in the pipeline, metering station and all other portions of the Facilities, shall be vested in the Agency.

11. Indemnification: Lincoln shall assume the defense of, and indemnify and save harmless the Agency, its Directors, employees, agents and volunteers, from all claims, costs, losses, damages and expenses, including attorney's fees of any kind arising from the design of the Facilities, performance of work under this Agreement or from challenges to the adequacy of the environmental review for such work, including but not limited to claims for personal injury or death, claims for damage to property, alleged damages due to runoff onto other properties, and claims for loss of business; and Lincoln agrees to require in any contract entered into with anyone for the performance of work under this Agreement that all work will be done pursuant to the Agency's Improvement Standards, Technical Provisions and Standard Drawings, and that the contractor will indemnify and save harmless the Agency, its Directors, employees, agents and volunteers from all claims of any kind arising from the contractor's performance of work covered by this Agreement, including, but not limited to, claims for personal injury and death, claims for damages to property and claims for loss of business, except for active negligence, sole negligence, or willful misconduct of the Agency.

12. Insurance: Lincoln or Lincoln's contractor shall carry Automobile Liability insurance in the amount of at least $1,000,000, and Commercial General Liability in the amount of at least $1,000,000 per occurrence and $2,000,000 aggregate with a maximum $5,000 deductible, which insurance shall be primary and underlying to the Agency's insurance and Commercial General Liability and shall specifically name the Agency as an additional insured and certificate holder. Before work is commenced, Lincoln or Lincoln's contractor shall furnish the Agency with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that Lincoln or Lincoln's contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. Lincoln's insurance shall be primary

and any insurance or self-insurance maintained by the Agency shall be excess and not contribute to it The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the Agency.

13. Performance, Payment and Maintenance Bonds: The estimated cost of the Facilities is $3,600,000. Prior to construction or installation of any of the Facilities and during all such construction and installation, Lincoln shall ensure that the Agency is provided a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form substantially as that attached hereto as Exhibit B, that is acceptable to the Agency. In addition, prior to construction, Lincoln shall ensure that the Agency is provided a Public Works Payment Bond with the identical penal sum in a form substantially as that attached as Exhibit C that is acceptable to the Agency Lincoln shall ensure that the Performance Bond and Payment Bond are maintained in full effect at all times until the Agency accepts the Facilities.

After completion of work and before acceptance by the Agency, a Maintenance Bond in the amount of 50% of the estimated cost of the Facilities shall be provided to the Agency by Lincoln or Lincoln's Contractor A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of one (1) year after acceptance by the Agency of the Facilities All bonds shall be issued by California admitted surety insurers.

14 Special Conditions:

A) The Facilities shall consist of a 30 inch diameter pipeline and ancillary facilities to deliver water from the 30 inch Tee heading north from the Phase 2-42 inch pipeline that supplies the Agency's Metering Station at Catta Verdera to Lincoln's City Pond Site, and a new Metering Station and related ancillary facilities meeting the Agency's specifications to be constructed and installed at Lincoln's City Pond Site. Lincoln shall convey to the Agency fee title to sufficient land for the Metering Station and to facilitate the operation and maintenance of

the Facilities, together with all necessary access easements.

B) Lincoln shall be the Lead Agency under the California Environmental Quality Act (CEQA), and shall perform any actions and assume all costs for compliance and mitigation under CEQA related to the installation of the Facilities. All such costs shall be reimbursable as allowed under section 14H.

C) PCWA has already credited Lincoln with the WCC based on the $4,000,000 paid by Lincoln in accordance with the Supplement to the Contract between Placer County Water Agency and City of Lincoln for a Water Supply dated December 11, 2006 Upon completion of the Facilities and acceptance by the Agency, Lincoln shall be entitled to 351.7 EDU's (404,455 gallons per day) through the unregulated delivery facilities. Should the cost of Facilities exceed the monies paid by Lincoln under the December 11, 2006 contract, the Agency will credit Lincoln additional maximum day water delivery. Such additional increases in the maximum day water delivery over and above the current maximum daily flow applied pursuant to the December 11, 2006 contract shall be calculated by dividing the cost of the Facilities less the monies paid by Lincoln per the 2006 Supplemental Agreement by the cost per gallon of the WCC components applicable to Lincoln, consisting of either treatment and transmission components and one half of the planning component applicable for the 18-inch regulated meter, or full Zone 1 WCC components applicable for the 8-inch unregulated meter.

D) Lincoln has requested that the funds remaining from the $4,000,000 amount paid per the December 11, 2006 Supplement to the Water Supply Contract be used to assist in funding the Facilities. Once the Facilities are under construction, the Agency will release funds remaining from the $4,000,000 deposit on a monthly basis. Prior to release of funds, Lincoln shall provide a summary invoice with support documentation showing total expenses, a breakdown of costs that are the responsibility of Lincoln and which costs are the responsibility

of the Agency, copies of contractor pay records and any approved change orders. Raw water system right of way costs shall be separately tracked and identified for purposes of reimbursement payments. The Agency will make payment to Lincoln within 30 days provided that the information and backup meets the submission requirements of this Agreement.

E) The Agency shall reimburse Lincoln in the form of cash payments for the costs of raw water system right of way acquisition; these costs shall be in addition to the allowable Facilities costs The amount to be reimbursed for the raw water system right of way acquisition shall not exceed $40,000, per the estimated costs from Ubora Engineering. If the actual cost at acceptance is greater than $40,000 this Agreement shall be amended, subject to Agency approval, to provide reimbursement equal to the actual costs

F) PCWA shall not apply monthly service charges for the WCCs credited to Lincoln under this Agreement until the Facilities have been accepted and metered flows are delivered to Lincoln through the Metering Station at the City Pond Site.

G) WCC credits shall be applied to Lincoln for the following allowable Facilities costs incurred by Lincoln: CEQA compliance and mitigation, pipeline, Metering Station design and construction, permitting, surveying, potable water system right of way acquisition, electrical instrumentation and control design and construction, PLC programming and integration, fencing and landscaping design and installation at the metering station, inspection, testing, staff costs of a designated Lincoln project manager plus other reasonable internal staff costs when working on the Facilities, advanced funding required under Section 1 for Agency staff costs, bonding and warranties as required by this Agreement. Internal Lincoln staff costs shall be applied at Lincoln's fully burdened rate without additional overhead applied. Only firms prequalified by PCWA shall be allowed to provide PLC programming and network integration services. Allowable Facilities costs shall also include construction of access roads to Agency

canals and pipelines connecting to the Facilities, including vehicle turn arounds and basic bridges over the canal where needed

H) PCWA shall credit Lincoln costs for the access road to Lincoln's future tank site and the Metering Station as follows:

From the Twelve Bridges subdivision road to the midpoint of the future tank location: 50% of cost of approved road design.

From the future tank site to the Metering Station: 100% of cost of approved road design.

Lincoln shall be solely responsible for the following costs, which shall be subtracted from the request for credits or payment: any costs for canal or pipeline access roads that exceed the minimum width or design approved by PCWA for its facilities, fencing for public exclusion or screening along the pipeline rights of way other than at the Metering Station site, and project features applied for recreational or aesthetic purposes. Lincoln shall be solely responsible for the cost of any warranty work per section 10.

Changes to the preceding definitions, or change orders during construction, shall be credited or reimbursed only if approved in writing by both Lincoln and PCWA in advance of incurring expenses for those changes.

15 Placing Work in Service: If desired by the Agency, portions of the work may be placed in service or locked off when completed, and Lincoln shall provide proper access to the work for this purpose. Such use and operation shall not constitute an acceptance of the work, and Lincoln shall be liable for defects due to faulty construction throughout the duration of this Agreement and thereafter as provided under Warranties and Repairs

16. Warranties and Repairs: Lincoln hereby agrees to pay to the Agency or to make at its own expense, all repairs, replacements or payments necessitated by defects in materials or

workmanship supplied under the terms of this Agreement which exist or manifest within one year after the date of final acceptance of the work, including defects that are in existence during such one year period but which do not become apparent until thereafter. Lincoln shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to Lincoln's Contractor by any subcontractor or manufacturer or equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, Lincoln hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. Lincoln shall make all repairs and replacements or payments promptly upon receipt of written order for same from the Agency. If Lincoln fails to make the repairs, replacements or payments promptly, the Agency may do the work, and Lincoln and its Surety shall be liable for the cost thereof.

17. Assignment of Agreement: The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein, shall be valid until and unless approved by the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

PLACER COUNTY WATER AGENCY

BY: _____

Date: 10/17/13

ATTEST:

_____
Clerk, Board of Directors

CITY OF LINCOLN

_____
Signature

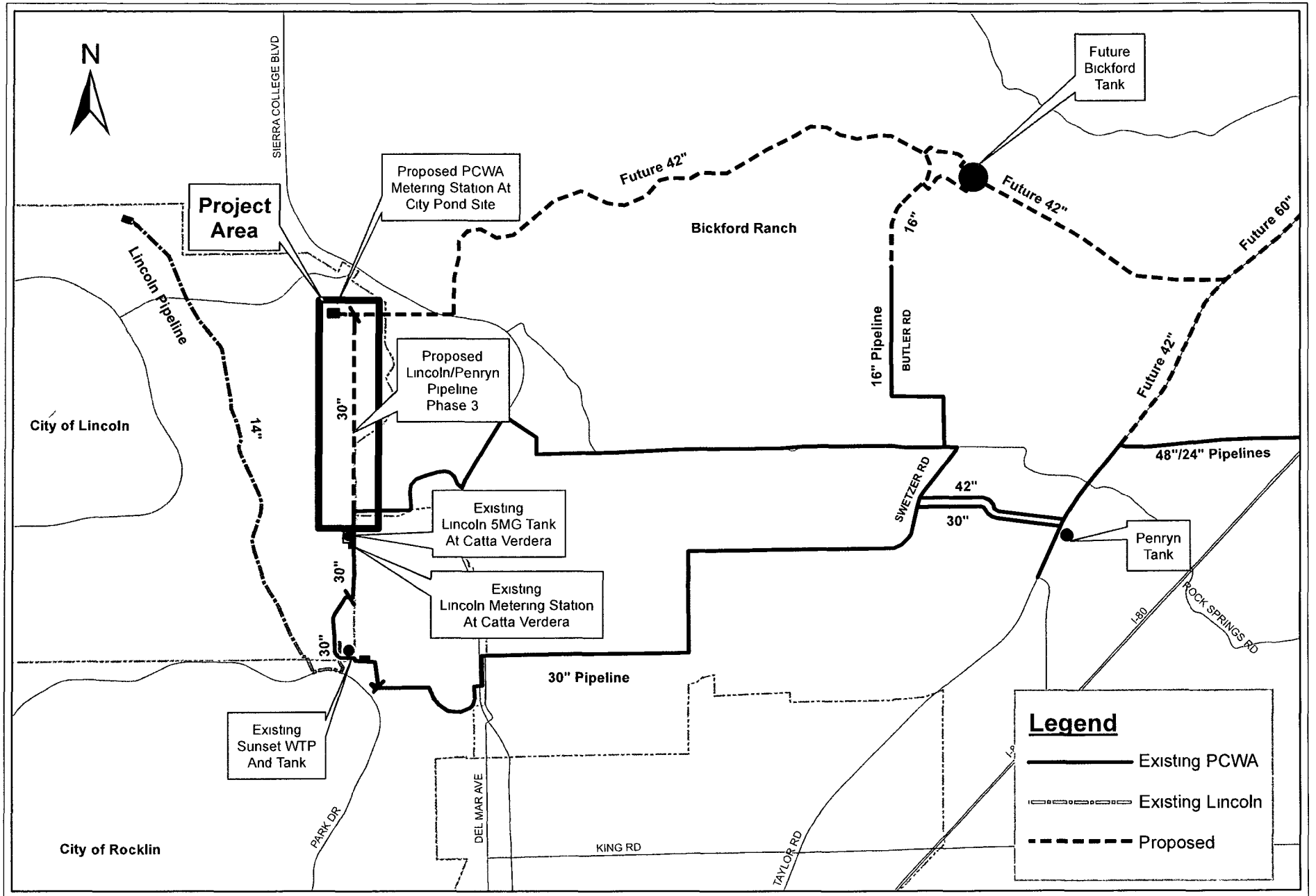
Jim Estep
Print name

City Manager
Title

Date: 10/10/13

City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Exhibit A



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FA 2521

Lincoln/Penryn Pipeline Phase 3

10/11/12

EXHIBIT B

Faithful Performance Bond
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Principal is required under the terms of that Agreement to furnish a bond for the faithful performance of that Agreement.

Now, therefore, we, the Principal and _____, as surety, are held and firmly bound unto Placer County Water Agency, in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Placer County Water Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Faithful Performance Bond
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

Seal)

BY: _____

Its: _____

NOTARY STAMP
ATTACH POWER OF ATTORNEY

(The signature of the Surety on
this Bond must be acknowledged
before a Notary Public)

EXHIBIT C

Bond for Security of Laborers and Materialmen
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Placer County Water Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned, as corporate surety, are held and firmly bound unto Placer County Water Agency and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of _____ dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

(Seal)

BY: _____

Its: _____

NOTARY STAMP

ATTACH POWER OF ATTORNEY

(The signature of the Surety on this Bond must be acknowledged before a Notary Public)

PCWA
water • energy • stewardship

PLACER COUNTY WATER AGENCY
SINCE 1957

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October 18, 2013

RECEIVED

OCT 22 2013

Jim Estep
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

RE: FACILITIES AGREEMENT 2521
LINCOLN/PENRYN PIPELINE PHASE 3

Dear Mr. Estep:

Enclosed is a fully executed Facilities Agreement for the aforementioned project.

Thank you for your continued interest in our agency.

Sincerely,

Darcy Erickson
Office Assistant

Enclosure

Temporary Water Sales Agreement Between the Nevada Irrigation District (NID), Placer County Water Agency (PCWA), and the City of Lincoln (Lincoln)

This agreement is made and entered into this 26th day of October, 2004, by and between the Nevada Irrigation District, hereafter referred to as "NID", Placer County Water Agency, hereafter referred to as "PCWA", and the City of Lincoln, hereafter referred to as "Lincoln".

Recitals

A. NID is authorized to provide water for irrigation, municipal and domestic use within its boundaries, in accordance with Division 11 of the California Water Code. PCWA is a county water agency created in 1959 by the California Legislature (statutes of 1957, Chapter 1234) and is authorized to provide water for the same uses within its service area.

B. NID's boundaries overlap portions of PCWA's Zone 1 service area and Lincoln's city limits.

C. Lincoln currently purchases treated surface water from PCWA pursuant to a long-term contract between Lincoln and PCWA, and delivers the treated water to its customers, some of whom are in that portion of the city that is also within the boundaries of NID.

D. NID currently does not have infrastructure to provide treated water within its service area in the vicinity of Lincoln.

E. NID and Lincoln have entered into an agreement for joint planning and site evaluation of a domestic water treatment plant to be owned by NID to serve Lincoln's long-term needs within NID's boundary.

F. PCWA currently has infrastructure in place to treat and deliver surface water to Lincoln for use by customers of Lincoln within NID's boundaries, but requires raw water from NID for treatment and delivery to Lincoln for re-delivery to residents within NID's boundaries.

G. NID has raw water available that can be temporarily delivered to PCWA for this purpose until such time as NID has other means available to serve Lincoln's needs within NID's boundary.

H. PCWA is desirous of substituting NID's water for the water PCWA now delivers to Lincoln for use within NID's boundaries so that it can reallocate a similar amount of water to PCWA customers which may include Lincoln, for use outside of NID's boundaries.

I. Lincoln is desirous of purchasing additional treated water capacity from PCWA's system throughout the life of this temporary water sales agreement.

AGREEMENT

Now, therefore, the parties mutually agree as follows:

1) NID agrees to sell PCWA raw water that will be delivered to PCWA's treatment plants. PCWA will treat and deliver equivalent quantities of water to Lincoln, less losses, for distribution to customers of Lincoln that are within the boundaries of NID as described in Exhibit A.

2) NID water delivered and sold to PCWA including a 10 percent loss factor will be measured and will be equal to an amount retailed by Lincoln to customers within the boundaries of NID plus the 10 percent loss factor.

3) Lincoln will ensure that all treated water use within NID's boundaries will be metered and Lincoln will provide such metered water sales information that will include a 10 percent loss factor to NID and PCWA on a monthly basis. An annual water balance will be completed by NID by January 31 of each year.

4) PCWA shall pay NID for water delivered at the NID's municipal rate for raw water, subject to changes to that rate authorized by NID's Board from time to time. (Rate Schedule 5-R)

5) Water sold and delivered by NID under the terms of this agreement is untreated water which has flowed in open canals, conduits and flumes, and which has been stored in reservoirs. Such water is not potable and NID does not represent or guarantee that it is fit for domestic purposes. PCWA shall be solely responsible for any treatment, storage, or transmission of said water to Lincoln for human consumption in accordance with laws and regulations applicable to potable water.

6) Raw water delivered by NID under this agreement is subject to scheduled and unscheduled outages. It will be PCWA and/or Lincoln's responsibility to provide an alternate treated water supply during such outages so that deliveries to Lincoln's customers by NID will not be disrupted.

7) It is understood and agreed that in a year which is considered or deemed by NID to be a drought year or in a year which in the estimation of NID requires rationing or curtailment of water use, NID at its discretion may impose a drought surcharge, and/or reduce or restrict the raw water service to PCWA, in proportion to any reduction, limitation or curtailment of treated water customers within the District.

8) It is understood and agreed that in any year in which PCWA determines it must ration or curtail water deliveries in its Zone 1, and if NID is able to deliver water to PCWA, for delivery to Lincoln, PCWA will make that water available to Lincoln for delivery to Lincoln's customers in NID's boundaries.

9) It is also understood that PCWA shall not be required to deliver water to Lincoln obtained from NID pursuant to this agreement whenever PCWA determines that it does not have sufficient capacity in its facilities to treat and deliver such water to Lincoln. PCWA will notify NID whenever PCWA does not have capacity to deliver such water to Lincoln.

10) This agreement is intended to be a temporary agreement to be in effect until such time as NID constructs a treatment plant and other facilities sufficient to enable NID to supply treated water to Lincoln for those customers within Lincoln that are also within NID's boundary. This agreement is not intended to usurp nor weaken NID's water rights nor customer base.

11) This Water Sales agreement may not be modified without the express written consent of NID, PCWA, and Lincoln.

12) NID, PCWA, and Lincoln will each comply with all legal requirements applicable to each of their respective services and obligations under this agreement.

City of Lincoln

Mayor

City Clerk

Nevada Irrigation District

President

Secretary

Placer County Water Agency

Chair of the Board

Board Secretary

Appendix K

Water Shortage Contingency Plan

FINAL PLAN | JUNE 2021

City of Lincoln
Water Shortage Contingency Plan

JOINTLY PREPARED BY

WEST YOST
Water. Engineered.

Table of Contents

1.0 Water Supply Reliability Analysis 1

2.0 Annual Water Supply and Demand Assessment Procedures 2

2.1 Decision-making Process 2

2.2 Key Data Inputs 4

2.3 Assessment Methodology 5

3.0 Six Standard Water Shortage Stages 6

4.0 Shortage Response Actions and Effectiveness 7

4.1 Demand Reduction 7

4.2 Additional Mandatory Restrictions 9

4.3 Supply Augmentation and Other Actions 9

4.4 Operational Changes 10

4.5 Emergency Response Plan 10

5.0 Communication Protocols 11

5.1 Communication for Foreseeable Events 11

5.2 Communication for Unforeseeable Events 11

6.0 Compliance and Enforcement 12

6.1 Enforcement and Penalties 12

6.2 Appeal Process 12

7.0 Legal Authorities 12

8.0 Financial Consequences of WSCP 13

9.0 Monitoring and Reporting 13

10.0 WSCP Refinement Procedures 14

10.1 Systematic Monitoring 14

10.2 Feedback from City Staff and Customers 14

11.0 Special Water Feature Distinction 14

12.0 Plan Adoption, Submittal, and Availability 15

LIST OF TABLES

Table 1. Schedule of Assessment Activities 3

Table 2. Schedule of Decision-Making Activities 4

Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1) 6

Table 4. Water Shortage Contingency Plan Demand Reduction Actions (DWR Table 8-2) 8

Table 5. Supply Augmentation and Other Actions (DWR Table 8-3) 10

LIST OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AMI	Advanced Metering Infrastructure
AWSDA	Annual Water Supply and Demand Assessment
CWC	California Water Code
DWR	Department of Water Resources
ERP	Emergency Response Plan
HAZMAT	Hazardous Materials
LMC	Lincoln Municipal Code
NID	Nevada Irrigation District
PCWA	Placer County Water Agency
PIO	Public Information Officer
RWA	Regional Water Association
SB	Senate Bill
SCADA	System Control and Data Acquisition
UWMP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan
WUERM	Water Utility Emergency Response Manager

A water shortage may occur due to a number of reasons, such as population growth, climate change, drought, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A water shortage means that the water supply available is insufficient to meet the normally expected customer water use at a given point in time.

This plan presents the City's Water Shortage Contingency Plan (WSCP). The WSCP describes the City's strategic plan in preparation for and in response to water shortages with a goal to proactively prevent catastrophic service disruptions. It includes water shortage stages and associated actions that will be implemented in the event of a water supply shortage. As part of the WSCP, the City's legal authorities, communication protocols, compliance and enforcement, and monitoring and reporting are included. The Lincoln Municipal Code (LMC) Chapter 13.04 Article VI Conservation and LMC Chapter 13.04 Article IX Water Conservation; Penalties are complementary chapters that support the City's WSCP.

In 2018, the California State Legislature (Legislature) enacted two policy bills, (Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedman)) (2018 Water Conservation Legislation), to establish a new foundation for drought planning to adapt to climate change and the resulting longer and more intense droughts in California. The 2018 Water Conservation Legislation set new requirements for water shortage contingency planning.

The City's WSCP has been updated so that it is consistent with the 2018 Water Conservation Legislation requirements. The City plans to modify LMC Chapter 13.04 Articles VI and IX to support these updates. The City intends for this WSCP to be dynamic, so that it may assess response action effectiveness and adapt to emergencies and catastrophic events. Refinement procedures and adoption requirements are provided in this plan to allow the City to modify this WSCP outside of the Urban Water Management Plan (UWMP) process.

1.0 WATER SUPPLY RELIABILITY ANALYSIS

Chapters 6 and 7 of the City's 2020 UWMP present the City's water supply sources and reliability, respectively. Findings show that the City has sufficient water supplies to meet projected demands through 2045 during all evaluated hydrologic year types (normal, single dry, and multiple dry years). These projections consider the effects of a growing population and new development within the City.

Statewide water supply conditions, changes in groundwater levels, subsidence, and actions by the City's wholesale surface water suppliers may impact the City's available water supply. For the City, a water shortage condition occurs when the supply of potable water available cannot meet ordinary water demands for human consumption, sanitation, fire protection, and other beneficial uses. The City may be able to foresee its water shortage condition in some cases; however, in other cases, the water shortage may be caused by an unforeseen sudden or emergency event. In general, the City's water supply conditions may be affected by the following issues:

- Placer County Water Agency (PCWA) supply availability and/or transmission or treatment issues
- Nevada Irrigation District (NID) supply availability and/or transmission issues
- City groundwater well production reduction and/or water quality issues

Approximately three months prior to July 1st, the City determines the expected purchased water and surface water supplies availability. In other cases, the City may experience unforeseen water shortage when catastrophic interruption of water supplies occurs due to regional power outage, an earthquake, or other potential emergency events.

In future years, the City will conduct an annual water supply and demand assessment in accordance with Section 2. The analysis associated with this WSCP was developed in the context of the City's water supply sources and reliability.

2.0 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Beginning July 1, 2022, California Water Code (CWC) §10632.1 requires water suppliers to submit an Annual Water Supply and Demand Assessment (AWSDA). Water suppliers will also be required to submit an Annual Water Shortage Assessment Report beginning July 1, 2022. This WSCP provides the procedures for the City to conduct its Annual Water Supply and Demand Assessment. The findings from that assessment will provide information for the City's Annual Water Shortage Assessment Report.

The procedures provided in this section are intended to assist the City in planning for potential, foreseeable shortage in water supplies. These procedures provide the steps the City needs to take that may lead to declaring a water shortage emergency and associated water shortage stage (see Section 3) and implementation of water shortage response actions (see Section 4).

2.1 Decision-making Process

The decision-making process described below will be used by the City to determine its water supply reliability in a consistent manner annually. The City may adjust this process for improved decision-making during implementation.

The Public Works Department is responsible for the preparation of the City's AWSDA and Annual Water Shortage Assessment Report, and submittal of the reports to Department of Water Resources (DWR) by July 1 of each year. The Team will gather key data inputs described in Section 2.2 and conduct the assessment in accordance with Section 2.3. In May, the Public Works Department will finalize the assessment based on expected purchased water from PCWA and NID[1] based on their respective draft water supply and demand assessments and per the executed sales agreement.

In the event that the AWSDA finds that available supply will not meet expected demands, the Public Works Department will present the finalized assessment to the City Council, along with recommendations on water shortage condition determination and actions. Recommended actions may include declaration of a water shortage emergency, declaration of a water shortage stage, and water shortage actions. The Public Works Department will coordinate interdepartmentally, with the region's water service providers, and with Placer County for the possible proclamation of a local emergency. The Public Works Department will

[1] To be conservative, it was assumed in the City's 2020 UWMP that the City will not receive supply from NID after 2020. However, pending the results of negotiations to amend the temporary raw water sales agreement between the City, NID, and PCWA, the City may continue to receive supply from NID in the future.

prepare the City's Annual Water Shortage Assessment Report using finalized annual water supply and demand assessment, and incorporate City Council determinations and approved actions.

Based on the findings of the assessment from the Public Works Department, the City Council has the authority to declare a water shortage emergency and water shortage stage, and to authorize associated water shortage actions.

The City will follow the timeline of activities as shown on Table 1 for conducting the assessment, and Table 2 for its decision making. Due to variations in climate and hydrologic conditions, the start and end dates shown in the table are approximate and may be adjusted as needed. The intent of the schedule is to allow shortage response actions to effectively address anticipated water shortage conditions in a timely manner, and to comply with the State's reporting requirements.

Table 1. Schedule of Assessment Activities

Start Date	End Date	Activities	Responsible Party
March 1	May 31	Convene Team – Public Works Director, Public Works Manager, Utilities Maintenance Supervisor and Senior Administrative Analyst.	Public Works Department
March 1	May 31	Plan for water supply sources for current year and one subsequent dry year. Describe sources and quantities considering factors affecting supply as described in Section 2.2.	Public Works Department
March 1	May 31	Plan for water demands for current year and one subsequent dry year. Describe demand types and quantities considering factors affecting supply as described in Section 2.2.	Public Works Department
March 1	May 31	Using the methodology described in Section 2.3, calculate the City's water supply reliability for the current year and one subsequent dry year.	Public Works Department
March 1	Mid-June	Finalize assessment based on expected purchased water from PCWA and NID based on draft Supply and Demand Assessments from each respective agency.	Public Works Department
Mid-June	July 1	Submit AWSDA and Annual Water Shortage Assessment Report to DWR.	Public Works Department

Table 2. Schedule of Decision-Making Activities			
Start Date	End Date	Activities	Responsible Party
Late April	Late May	Based on preliminary determinations of AWSDA, prepare recommendations on water shortage condition determination and actions. This will be predicated on PCWA's actions.	Public Works Department
Late April	Late May	Coordinate interdepartmentally, with the region's water service providers, and with Placer County for the possible proclamation of a local emergency	Public Works Department & City Manager
1st City Council Meeting in June	1st City Council Meeting in June	Present finalized determinations and recommendations, along with resolutions approving determinations and actions.	Public Works Department & City Manager
1st City Council Meeting in June	1st City Council Meeting in June	Receive presentation of finalized determinations and recommendations. Make determination of degree of emergency and act on resolutions that declare a water shortage emergency condition. Authorize water shortage response actions for implementation.	City Council
Mid-June	July 1	Submit finalized AWSDA assessment and Annual Water Shortage Assessment Report to DWR.	Public Works Department
Mid-June	As Needed	If a water shortage emergency condition is declared, implement the WSCP and the water shortage response actions as approved by City Council.	Public Works Department

2.2 Key Data Inputs

The AWSDA requires the evaluation of supply and demands for the current year and a subsequent dry year that is assumed to follow the current year. The following key data inputs will be used to evaluate the City's water supply reliability.

Planned water supplies will be used as input to the AWSDA for the current year and a subsequent one dry year. In planning for water supplies, the following factors are considered:

- Hydrological conditions
- Regulatory conditions
- Contractual constraints
- Surface water and groundwater quality conditions
- Groundwater well production limitations
- Infrastructure capacity constraints or changes
- Capital improvement projects implementation
- PCWA supply availability and/or transmission or treatment issues
- NID supply availability and/or transmission issues

Planned water supply sources and quantities will be described and be reasonably consistent with the supply projections in the City's last updated UWMP Chapter 6 (Water Supply Characterization). Should the supply sources and projections deviate significantly from projections, an explanation for the difference will be provided.

Planned unconstrained water demands will be used as input to the AWSDA for the current year and the following one dry year. Unconstrained water demands are customer demands where no water conservation measures are in effect. In planning for water demands, the following factors are considered:

- Weather conditions
- Water year type
- Population changes (for example, due to development projects)
- Anticipated new demands (for example, changes to land use)
- Pending policy changes that may impact demands
- Infrastructure operations

Planned water demands types and quantities will be described and be reasonably consistent with the demand projections in the City's last updated UWMP Chapter 4 (Water Demand Characterization). Should the demand projections deviate significantly from projections, an explanation for the difference will be provided.

2.3 Assessment Methodology

In preparing the AWSDA, the City will follow the following assessment methodology and evaluation criteria will be used to evaluate the agency's water supply reliability for the current year and following one dry year.

The City uses a spreadsheet tool to plan for current year and future year demands. Planned supply and demand inputs described in Section 2.2 will be entered in the spreadsheet tool in monthly increments.

Supply and demand will be compared to determine the reliability of the City's water supply in the current year and the following one dry year. The City's water supply for the current year and the following dry year will be determined as reliable if water supply is sufficient to meet the planned water demands. If water supply is insufficient to meet planned water demands in the current year and/or the following dry year, the extent of the water shortage condition will be determined, and the City will prepare response actions in accordance with this WSCP.

The AWSDA findings will be presented to the City Council, along with recommendations for action for City Council consideration.

3.0 SIX STANDARD WATER SHORTAGE STAGES

To provide a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions, the 2018 Water Conservation Legislation mandates that water suppliers plan for six standard water shortage levels that correspond to progressive ranges of up to 10, 20, 30, 40, 50 percent, and greater than 50 percent shortages from the normal reliability condition. Each shortage condition should correspond to additional actions water suppliers would implement to meet the severity of the impending shortages.

In Table 3, the City's water shortage stages and corresponding water shortage level conditions are identified. The City's water shortage stages apply to both foreseeable and unforeseeable water supply shortage conditions. Water shortage is the gap between available supply and planned demands.

As described in Section 2, the City will conduct an AWSDA to determine its water supply condition for the current year and the following one dry year. The preparation of AWSDA helps the City ascertain the need to declare a water shortage emergency and water shortage stage. In other cases, the City may need to declare a water shortage emergency due to unforeseen water supply interruptions. When the City anticipates or identifies that water supplies may not be adequate to meet the normal water supply needs of its customers, the City Council may determine that a water shortage exists and consider a resolution to declare a water shortage emergency and associated stage. The shortage stage provides direction on shortage response actions.

Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1)

Shortage Level	Percent Shortage Range	Shortage Response Actions (*Narrative description)*
1	Up to 10%	Voluntary Water Conservation
2	Up to 20%	Mandatory Water Conservation
3	Up to 30%	Water Shortage Emergency
4	Up to 40%	Water Shortage Emergency
5	Up to 50%	Water Shortage Emergency
6	>50%	Water Shortage Emergency

The City's 2015 UWMP included four stages that addressed up to 50 percent gap between supply and demand. In Table 3, the City's four stages are reorganized to align with the State's standard stages and incorporate additional stages to address a 50 percent or greater gap between supply and demand. The City's water supplies are resilient, and reductions in available supply are not anticipated, even in single dry or multiple dry years. However, should PCWA determine a water shortage or implement a given stage of PCWA's WSCP, the City would be required to implement its WSCP as necessary to achieve the required level of water conservation. In addition, the City will implement water conservation measures, including possible activation of its WSCP, as necessary to comply with State executive orders.

4.0 SHORTAGE RESPONSE ACTIONS AND EFFECTIVENESS

CWC §10632 (a)(4) requires shortage response actions that align with the defined shortage levels. The City's shortage response actions consist of a combination of demand reduction, supply augmentation, and operational changes. The City's suites of response actions are dependent on the event that precipitates a water shortage stage, the time of the year the event occurs, the water supply sources available, and the condition of its water system infrastructure.

The City plans to use a balanced approach, combining supply augmentation, demand reduction, and operational changes to respond to the event and the resulting water shortage stage. The City will adapt its implementation of response actions to close the gap between water supplies and water demand and meet the water use goals associated with the declared water shortage stage.

The City's water system is fully metered, from production to individual customer meters, as described in Section 9.0. The system may be continuously monitored, allowing the City to assess water system demands and compare it with its water demand reduction goals. The City may then adjust its shortage response actions, allowing it to equalize demands with available water supplies. For example, the City may intensify its public outreach or more vigorously enforce compliance to water use prohibitions if needed water demand reduction goals are not met for any specific stage.

The Water Conservation efforts executed during the 2012-2016 drought were highly effective. The City was given a target reduction percentage to achieve each month by the State and the City was able to meet or exceed that target. Constant public outreach, engagement, and information was vital to this success. Staff provided helpful conservation tips to residents for both indoor and outdoor water usage and offered giveaways to achieve this goal. Shower timers, moisture savers, nozzle toppers, and water buckets are sample giveaways that were provided to encourage water conservation. The City also issued a monthly "Water Wise" newsletter, publicly reported the city's monthly water numbers to encourage citizens to continue their efforts, established a Water Hotline to report water waste, and continued water conservation education through social media platforms, the city's website, electronic newsletters, and postcards. The City also had a water mascot, "Drippy", who was designed in the shape of a water droplet. His image was included on all outreach materials to remind residents to conserve.

The shortage response actions discussed below may be considered as tools that allow the City to respond to water shortage conditions. Because the City may continuously monitor and adjust its response actions to reasonably equate demands with available supply, the extent to which the gap between water supplies and water demand will be reduced by implementation of each action is difficult to quantify and is provided as an estimate. Certain response actions, such as public outreach and enforcement, support the effectiveness of other response actions and do not have a quantifiable effect on their own.

4.1 Demand Reduction

During water shortage conditions, the City plans to close the gap between water supply and water demand by implementing demand reduction action categories shown in Table 4. The shortage stage level for which each demand reduction action will commence implementation is also provided, along with the estimate of the extent that the action will reduce the shortage gap. Demand reduction actions to be implemented in each shortage stage include all demand reduction actions from earlier stages. For example, if the City activates Shortage Stage Level 3, demand reduction actions from Stages 1, 2, and 3

will be implemented. The table also indicates if the City plans to use compliance actions such as penalties, charges, or other enforcement actions for each demand reduction action.

Table 4. Water Shortage Contingency Plan Demand Reduction Actions (DWR Table 8-2)

Shortage Level	Demand Reduction Actions ***Drop down list*** *These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.*	How much is this going to reduce the shortage gap? *Include units used (volume type or percentage)*	Additional Explanation or Reference *(optional)*	Penalty, Charge, or Other Enforcement? ***For Retail Suppliers Only*** *Drop Down List*
Add additional rows as needed				
1	Pools and Spas - Require covers for pools and spas	Evapotranspiration of approximate surface area of pools		Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Boosts the effectiveness of other methods - not readily quantifiable	Water leaks shall be repaired within five days or sooner if required by City.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation, difficult to quantify	Operation of ornamental fountains that do not have a recirculating system is prohibited.	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Difficult to quantify, City has permanent ordinance which prohibits runoff of water in unreasonable amounts		Yes
1	Landscape - Other landscape restriction or prohibition	Difficult to quantify, dependent on number of precipitation events.	Outdoor irrigation shall not occur during precipitation events or within 24 hours of a rain event that produced .20 inches of precipitation or more.	Yes
1	Other - Require automatic shut of hoses	Difficult to quantify, City has permanent ordinance which prohibits watering of lawns and gardens with an open hose.		Yes
1	CII - Other CII restriction or prohibition	Boosts other methods as a public display of drought conservation, difficult to quantify	Operators of hotels, motels, and other commercial establishments offering lodging shall post in each room and at each site, a Notice of Drought Condition, approved by the Director of Public Services.	Yes
1	CII - Restaurants may only serve water upon request	50 gal/day/commercial connection		Yes
2	Landscape - Limit landscape irrigation to specific times	Depends on times that irrigation will be allowed, but can reduce water use by 20-25 gallons per day per household	Outdoor irrigation is prohibited between the hours of 8:00 AM and 9:00 PM.	Yes
2	Landscape - Limit landscape irrigation to specific days	22 percent reduction in irrigation demands	Outdoor irrigation of ornamental turf shall be limited to no more than three days per week. The allowable days for irrigation will be established by City Council.	Yes
2	Other - Prohibit use of potable water for washing hard surfaces	Boosts other methods - not readily quantifiable		Yes
3	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation, difficult to quantify	Operation of all ornamental fountains is prohibited.	Yes
3	Landscape - Other landscape restriction or prohibition	Boosts the effectiveness of other methods - not readily quantifiable	Planting or seeding of new ornamental turf is prohibited, including new turf planted or seeded to replace existing turf.	Yes
3	Landscape - Limit landscape irrigation to specific days	33 percent reduction in irrigation demands	Outdoor irrigation of ornamental turf shall be limited to no more than two days per week. The allowable days for irrigation will be established by City Council.	Yes
4	Other water feature or swimming pool restriction	Boosts the effectiveness of other methods - not readily quantifiable	Introduction of water into swimming pools and spas is prohibited except to maintain structural integrity of such facilities.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	100-200 gal/year/residential connection		Yes
5	Landscape - Prohibit certain types of landscape irrigation	90 percent reduction in irrigation demands	Irrigation of yards or other landscaped areas containing lawn or turf grass is prohibited. Irrigation of trees is allowed.	Yes
6	Other	Up to shortage gap	Potable water to be used for health and safety purposes only.	Yes
NOTES: Demand reduction actions to be implemented for a given shortage level include all demand reduction actions listed for earlier shortage levels.				

The City may request that its customers reduce their water demands in response to any water shortage stage through LMC Chapter 13.04. The City is currently updating LMC 13.04 for consistency with this WSCP. During Stage 1 water shortage conditions the City plans to request voluntary water conservation from its customers to achieve up to a 10 percent demand reduction. During subsequent stages the City will require mandatory water conservation and enforce the regulations and restrictions provided in LMC Chapter 13.04 and presented in Table 4, to achieve the necessary percent demand reduction.

The City will monitor water production, demands, and changing conditions to determine the intensity of its public outreach, the extent of its enforcement actions, and the need to adjust its water shortage stage declaration, as discussed in Section 9.

4.2 Additional Mandatory Restrictions

In addition to the above discussed demand reduction response actions, the following mandatory water conservation measures are always in effect as set forth in LMC Chapter 13.04 Article VI.

- LMC §13.04.410 – All consumers, whether owners or not, shall maintain and keep in good repair the water pipes on the interior and exterior of the property served. Such persons shall not allow faucets or water closets to leak, and such fixtures must not be left running.
- LMC §13.04.420 – Watering of lawns and gardens from an open hose is prohibited. A spray or nozzle must, in all cases, be used.
- LMC §13.04.430 – The City reserves the right to limit irrigation hours in the case of water shortages or emergencies.
- LMC §13.04.440 – It is unlawful and an infraction for any person to cause or allow any water received by such person to flow away in unreasonable amounts, from property owned or occupied by such persons, in any gutter, ditch or other manner over the surface of the ground.

These restrictions are in addition to State-mandated prohibitions.

4.3 Supply Augmentation and Other Actions

The City's water supply portfolio consists of surface water supplies from PCWA and NID supplemented by local groundwater and recycled water, as described in Chapter 6 of the City's 2020 UWMP. The City manages the use of surface water supply conjunctively with the local groundwater. The City uses recycled water to reduce potable water demands from irrigation and industrial processing. At any water shortage stage and depending on the water shortage event, the City's water supplies will be used to complement each other. For example, should its surface water supply from wholesalers be reduced, the City may increase its groundwater pumping.

Should the City's water supply portfolio be insufficient to meet the reduced demands of its customers, the City may augment its water supply and take other actions as summarized in Table5. The shortage stage level for which each action will commence implementation is provided, along with the estimated extent that the action will reduce the shortage gap. Details regarding operational changes in response to water shortage are provided in Section 4.4.

Table 5. Supply Augmentation and Other Actions (DWR Table 8-3)

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier ***Drop down list*** *These are the only categories that will be accepted by the WUEdata online submittal tool*	How much is this going to reduce the shortage gap? *Include units used (volume type or percentage)*	Additional Explanation or Reference *(optional)*
Add additional rows as needed			
1	Expand Public Information Campaign	Up to shortage gap	City will expand volume and breadth of public outreach.
2	Other Actions (describe)	Up to shortage gap	City will expand leak detection program to reduce water system losses.
3 - 6	New Recycled Water	Up to shortage gap	City will expedite connecting new users to recycled water system to reduce potable water demand.

4.4 Operational Changes

The City may modify its operations on a short-term or long-term basis in response to any water shortage condition. The City may take any one or a combination of the following actions.

- To facilitate supply augmentation, the City may operate any combination of groundwater wells to address shortages in surface water supplies.
- The City may expedite repairs of leaks in its water distribution system. All meter leaks and emergency breaks would be repaired the same day they are reported. Non-emergency service line and main breaks would be repaired 72 hours after detection.
- During the duration of the water shortage condition, the City may limit maintenance water system flushing operations such that flushing is conducted only in areas with known water quality issues.

4.5 Emergency Response Plan

As stated in Section 3, the City's water shortage stages apply to both foreseeable and unforeseeable water supply shortage conditions, including catastrophic water shortage conditions.

The City's *Water System Emergency Response Plan* (ERP) addresses catastrophic water shortage conditions. The ERP outlines response procedures associated with unforeseeable incidents such as water supply contamination, earthquake, infrastructure failure, and other events. The ERP discusses the City's emergency management organization structure and communication protocols, resources and equipment which can be deployed in the event of an emergency, and external agencies and other resources the City can call upon if needed.

Alternate water sources identified in the ERP include bottled water or imported water trucked from other agencies to meet the health and safety needs of the City until normal water service can be restored. The City has established relationships with several external agencies which can provide aid to the City in the event of a water system emergency, including the Placer County Emergency Operations Unit and the Hazardous Materials (HAZMAT) Division at the City of Roseville.

To maintain the security of the City water system, the ERP is maintained as a confidential document and may not be incorporated in this UWMP.

5.0 COMMUNICATION PROTOCOLS

In the event of a water shortage, the City must inform their customers, the general public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event.

5.1 Communication for Foreseeable Events

Water shortage may be foreseeable when the City conducts its AWSDA as described in Section 2. When the City determines the potential of a water shortage event, the City Council may find, determine and declare a water shortage emergency in accordance with CWC Chapter 3 Division 1.

If a water shortage emergency is anticipated, the City will coordinate interdepartmentally, with the City's wholesale surface water suppliers, Regional Water Association (RWA), and Placer County for the possible proclamation of a local emergency. The City Manager will present the AWSDA findings and recommendations for a water shortage emergency and shortage response actions to City Council during a public meeting.

The public will be informed of the water shortage emergency and shortage response actions via public meetings, communications on the City's Website, bill stuffers and newsletters, and via social media (i.e., Facebook, Twitter and Instagram). The communication methods used to inform the public will vary depending on the severity and extent of the water shortage emergency. Communication techniques used will be modified as necessary to ensure the public stays informed of shortage response actions and other City actions until the water shortage emergency is lifted.

5.2 Communication for Unforeseeable Events

Water shortage may occur during unforeseeable events such as earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. The City ERP provides specific communication protocols and procedures to convey water shortage contingency planning actions during these events. The City may trigger any of these communication protocols at any water shortage stage, depending on the event.

In general, communications and notifications should proceed along the chain of command. All City staff are provided their communication responsibilities. The Water Utility Emergency Response Manager (WUERM) determines if and when communications to external parties should be made. The Public Information Officer (PIO) or Liaison Officer serve as the point of contact for communications with the public and regulatory agencies. The ERP provides a list of relevant contacts to notify at the local, regional, and state level.

The PIO is the official spokesperson for the City and is the only City staff authorized to speak directly to public media representatives. The ERP contains a list of contacts through which the PIO can disseminate information to the public. Additionally, the City maintains profiles on social media platforms, including Facebook and Twitter. These profiles may be used to convey information to staff and the public, in addition to their website and email.

To maintain the security of the City water system, the ERP is maintained as a confidential document and may not be incorporated in this UWMP.

6.0 COMPLIANCE AND ENFORCEMENT

LMC Chapter 13.04 supports the implementation of the City's water shortage contingency actions. These chapters include provisions for compliance and enforcement of its water use regulations, restrictions, and prohibitions, and can be viewed through the City's website.

When a water shortage is anticipated, the City Council has the authority to declare the appropriate water conservation stage as provided in the City's Water Shortage Contingency Plan.

Since the City service area is fully metered, customer water use can be quantified and compared to determine their extent of compliance to water reduction requirements. The City may also become aware of non-compliance through its water waste reporting outreach or through staff inspections. Non-compliance is deemed as a violation and is classified as an infraction. Each day of continued violation is considered as a separate offense.

The City Manager and duly designated representatives are authorized to enforce provisions of LMC Chapter 13.04 Article VI and Article IX. For these purposes, they have the power and discretion of a law enforcement office.

6.1 Enforcement and Penalties

Enforcement and penalties for non-compliance with water conservation restrictions are provided in LMC §13.04.610. Customers violating the restrictions and prohibitions presented in Table 2 are subject to the following penalties:

- The first and second violations within a one-year period are subject to an oral or written warning.
- The third violation within a one-year period shall be punishable by a fine not to exceed $51 per occurrence. The City Manager or their appointee may waive these fines if the violating party participates in a water conservation education course provided or approved by the City.
- The fourth and following violations within a one-year period shall be punishable by a fine not to exceed $500 per occurrence.

6.2 Appeal Process

The procedure for appealing enforcement penalties is provided in §13.04.620. LMC Customers may appeal water conservation enforcement penalties by submitting a written appeal to a hearing officer or hearing body appointed by the City Manager and filing written notice to the City Clerk within ten days of receiving the notice of violation. The decision of the hearing officer or hearing body on the appeal is final.

7.0 LEGAL AUTHORITIES

The City's LMC §13.04.600 establishes the legal authority of the City Manager to implement the Water Shortage Contingency Plan. The City Manager is authorized to enact, impose, implement, and modify water conservation restrictions to meet state and local standards.

When a water shortage is determined, the City will coordinate interdepartmentally, with the City's water wholesalers, and with Placer County for the possible proclamation of a local emergency in accordance with California Government Code, California Emergency Services Act (Article 2, Section 8558).

In accordance with CWC Chapter 3 Division 1, the City Council has the authority to declare the appropriate water conservation stage if a water shortage emergency condition exists.

> *Water Code Section Division 1, Section 350*
> *…The governing body of a distributor of a public water supply…shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

The water shortage emergency declaration triggers communication protocols described in Section 5 and compliance and enforcement actions described in Section 6.

8.0 FINANCIAL CONSEQUENCES OF WSCP

The City maintains an adequate operational reserve to protect against a temporary water shortage. The City anticipates reduced revenue due to decreased water use by its customers and additional costs associated with implementing water use restrictions and associated compliance actions. Some of the revenue loss may be offset by reduced costs to purchase treated water from PCWA. Rate increases may be necessary to offset decreased sales revenue, if deemed necessary by the City Council.

9.0 MONITORING AND REPORTING

The City's water system is fully metered, from its water supply sources to individual customer meters. These meters may be used as monitoring tools for compliance and reporting purposes. Existing City meters can be read monthly to track the extent of the effectiveness of the City's response actions. The City may use readings from water meters to track compliance and determine required enforcement actions. The City's ongoing Advanced Metering Infrastructure (AMI) project will allow meters to be read in real-time once the new advanced meters are installed.

Water production and water use can be compared to previous periods on a per customer sector or per individual customer basis. Currently, water meter reads are produced on a monthly basis. If a meter read is notably higher than usual, it is noted by billing staff as a potential leak or faulty meter. Billing staff then informs the meter readers in the Water Division of the concern. A water technician is then dispatched to the meter to assess the functionality and provides a replacement if needed.

The City's meters at its water sources—PCWA surface water turnouts and City groundwater production wells—provide a systemwide overview of water supply and demands and assess progress in meeting the water shortage objectives. Water production information may be read in real-time using the City's System Control and Data Acquisition (SCADA) system, and historical production data may be exported from the SCADA system for further evaluation. The information collected by the SCADA system allows the City to determine the extent of implementation of public outreach and enforcement actions and adjust other water shortage response actions.

At time of preparation of this WSCP, the State Water Board is preparing regulations for monthly reporting of water production and other uses, along with associated enforcement metrics. The City regularly records its water meter readings, along with enforcement actions, ensuring that the City will be able to comply with upcoming reporting requirements.

10.0 WSCP REFINEMENT PROCEDURES

This WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that the City's shortage response actions and mitigation strategies are effective and produce the desired results. Based on monitoring described in Section 9 and the need for compliance and enforcement actions described in Section 6, the City may adjust its response actions and may modify its WSCP. When a revised WSCP is proposed, the revised WSCP will undergo the process described in Section 12 for adoption by the City Council and distribution to Placer County, City customers, and the general public.

10.1 Systematic Monitoring

The City will monitor meters at its water source to evaluate the overall effectiveness of its response actions in meeting the declared water shortage stage. Should overall demand reductions not meet or exceed the goals of the declared water shortage stage, the intensity of public outreach for water conservation and the extent of enforcement of water use restrictions may be increased. Conversely, should overall demand reductions continue to be substantially greater than the goals of the declared water shortage stage, the intensity of public outreach for water conservation and the extent of enforcement of water use restrictions may be decreased.

The City may implement operational changes or supply augmentation in combination with enforcement of its water use restrictions and prohibitions to meet the objectives of the water shortage stage while maintaining overall public health and safety.

10.2 Feedback from City Staff and Customers

Feedback from City staff and the public is important in refining or incorporating new actions. The City seeks input from staff who interface with customers to gauge the effectiveness of its response actions and for response action ideas.

Customer water meter data may be evaluated for each customer sector or each individual customer. The City tracks water use violations and may evaluate their frequency to determine restrictions that customers may not be able to meet. This evaluation may also show water demand reduction actions that customers may effectively implement.

The City seeks input from its customers and the general public through its website, through public hearings, and through regularly scheduled City Council meetings.

11.0 SPECIAL WATER FEATURE DISTINCTION

The City distinguishes special water features, such as decorative fountains and ponds, differently from pools and spas. Special water features are regulated separately. LMC §15.28.060 regulates decorative fountains, while swimming pools are regulated separately by LMC §15.20 and LMC §18.36.070.

12.0 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

This WSCP is adopted concurrently with the City's 2020 UWMP, by separate resolution. Prior to adoption, a duly noticed public hearing was conducted. A hard copy of this WSCP will be submitted to the DWR within 30 days of adoption, along with an electronic copy.

No later than 30 days after submittal to DWR, copies of this WSCP will be available at the City's offices. A copy will also be provided to Placer County. An electronic copy of this WSCP will also be available for public review and download on the City's website.

Appendix L

Municipal Code Sections

CHAPTER 13.04 - WATER

Article I. - Service Regulations Generally

13.04.10 - Purpose and intent.

The city council, in the interest of protecting the health, safety and general welfare of the people of the city, adopts the ordinance codified in this chapter to carry out the following purposes:

(1) To supply treated water purchased from the Placer County Water Agency and Nevada Irrigation District to users;

(2) To establish procedures for provision of water to residential, industrial and commercial users within the city;

(3) To establish procedures for provision of water to certain limited users outside the city;

(4) To provide for the ongoing implementation of a metered rate system.

(Ord. 364B §1.1, 1979)

(Ord. No. 888B, § 2, 11-12-2013)

13.04.015 - Definitions.

The meanings of terms used in this chapter are as follows:

"Director" means the city employee who is responsible for the management of the department or division to which specific actions or approvals are required. The director may authorize designated city employees under his/her direction to act on his/her behalf.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.020 - Service area.

(a) The area in which service is or will be furnished by the city is that area lying within the city limits, as such limits now prevail or may from time to time exist.

(b) The city may provide water service to users outside the city. The City shall determine if written consent is required from the Placer County Water Agency or Nevada Irrigation District.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.030 - Supply source, quality, continuity.

The city will exercise reasonable care to deliver a continuous and sufficient supply of water at the proper pressure to avoid any shortage or interruption in delivery. All customers shall be required to accept such conditions of pressure and service as are provided by the distribution system at their point of connection and the city shall not be liable for any damage arising from high or low pressures. The water will meet all federal, state and county minimum water-quality requirements for water for domestic use.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.40 - Classes of service.

Water service provided by the city will be classified as follows:

(1) Residential and Non-Residential use:

a. Flat-rate,

b. Metered.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.050 - Service connection—Location.

To be eligible for water service, the property to which the service is to be extended must abut on a dedicated public easement in which a city water main is constructed at a point immediately adjacent to the property; provided, however, that if the preceding requirement is not met, the city engineer may authorize the extension of service if the applicant for water service cannot dedicate a public easement in which an existing water main is constructed. However, in the case of improvements installed pursuant to the subdivision regulations, all improvements shall be the sole responsibility of the developer. The size of the service connections and pipes shall be determined by the city engineer.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.060 - Service connection—Relocation.

A service connection may be relocated by the city at a customer's request, providing the relocation, in the judgment of the city engineer, is not detrimental to the city's water system. The cost of the relocation shall be paid by the customer. The cost shall be estimated by the city engineer and shall be paid in full prior to the performance of the work. Where a service connection is relocated for the convenience or protection of the city, the relocation will be at the expense of the city.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.065 - Ground wire attachments.

The city is not responsible for providing an electrical ground through the water service equipment. Customers shall not attach any ground wiring to plumbing which is or may be connected to city service equipment.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.70 - Application for new water service.

A property owner desiring water service for any purpose from the city shall apply at the office of the building department, and no person shall use any city water without first making such an application. The application, which shall be on a form prescribed by the city, shall set forth:

(1) The address and, if necessary, the definite boundaries of the premises to be serviced;

(2) The purpose and use of the water; and

(3) Such other information considered proper by the city.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.75 - Reapplication.

If a new water service connection is not established within 180 days of filing an application with the office of the building department pursuant to Section 13.04.070, the property owner desiring water service must reapply at the office of the building department in order to use any city water.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.76 - Establishment of water service connection.

New water service connection is deemed established when all structures to be constructed on the property for which water service is being requested have been supplied with cold running water.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.080 - Application for water agency annexation.

Water service to property in the City's current and future boundaries may require annexation to one or both of the water agencies serving the City. The City shall determine if the property requires annexation to a service zone of Placer County Water Agency or Nevada Irrigation District, or both. All costs associated with such annexation shall be the sole responsibility of the property owner.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.090 - Interruption of service.

In case of fire, or alarm of fire, or in making repairs, or in constructing new work, or when required by the necessities of the service of the city, the city may shut off water from any customer or number of customers without notice for as long as is necessary, and the city shall not be liable for damage resulting from such discontinuance.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.100 - Right of entry for inspection.

Any authorized agent or employee of the city, with the consent of the owner, occupant or consumer, or pursuant to court order, shall be allowed free access at any reasonable hour to any premises where water is served for the purpose of inspecting the condition of the water pipes or service or for the purpose of establishing the rate to be charged.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.110 - Shutoff at customer request.

Any property owner who desires to discontinue water service shall submit a request in writing or in person at the office of the utility billing department not less than two working days before the date on which discontinuance is desired. The request shall contain the date upon which water service is to be discontinued and a forwarding address for the customer. Water service may be discontinued only on ordinary working days. No service may be discontinued for a period of less than 30 days.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.120 - Reconnection after shutoff.

Water shall not be restored to any premises after service has been discontinued until payment of all fees, charges and service charges have been paid.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.130 - Temporary connection.

Whenever possible, all water furnished through a temporary service connection shall be metered. A permit for a temporary service connection is valid for a period not more than 60 days after installation. The city may extend the permit upon request. The temporary service shall be discontinued and dismantled or removed upon termination of the permit period or completion of use.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.140 - Fire hydrants.

(a) Use. Fire hydrants are for use by the organized fire protection agencies and by the water department. Other parties, including contractors, desiring to use fire hydrants for any purpose must first obtain a temporary permit in accord with this article prior to use and shall operate the hydrant in accordance with instructions issued by the water department and pay all required fees and charges.

(b) Obstructions. It is unlawful for any person to blockade or obstruct any fire hydrants of the city in such a manner that it would be difficult or impossible to attach a fire engine hose thereto.

(c) Permits. An applicant for a permit to use a public fire hydrant shall pay a permit fee at the time of application. In addition, a monthly use fee (for each month a hydrant is used, or portion thereof) shall be paid by the applicant.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.150 - Meter installation required.

(a) No tentative map shall be approved after September 30, 1979 unless, as a condition of approval, water meters are installed and dedicated to the city as part of the subdivision's improvements.

(b) Building permits and construction permits for any construction started after September 30, 1979 will be conditioned upon the installation of a water meter.

(c) All new commercial and industrial applicants for water service shall provide appropriately sized water meters as determined by the director. The city reserves the right to review the anticipated water demands based upon type of service, number of fixtures, irrigation, and all other factors affecting water use, and the right to require larger service connection or meter if anticipated demands exceed the capacity of the meter size requested.

(d) The director may place meters upon any service connection and thereafter charge the general service metered rate when the director determines, in their discretion, that the high consumption of water for the particular service requires metering. The expense of such installation shall be charged to the consumer. Upon application, any consumer may request the installation of a meter at the consumer's expense, and after such installation, the consumer shall be charged the appropriate metered water rate.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.152 - Meter size change.

Any customer desiring to change the size of any meter that has been installed shall make application to the city for such change.

(1) Increase in Meter Size. The applicant shall pay the applicable fee for the new larger meter and if the change necessitates, in the city's judgment, a larger service connection, the applicant shall pay all costs associated with the installation of the new service connection.

(2) Reduction in Meter Size. The applicant shall provide the city with documentation as deemed necessary by the city to recognize the permanent relinquishment of water capacity to the city. The city shall not be obligated to reimburse the applicant for any water connection fees related to the relinquishment of the water capacity. The relinquishment shall permanently transfer the water capacity to the city and the city shall be allowed to sell such capacity to other water customers. The proceeds of such sale of water capacity in the form of water connection fees shall be used by the city at its sole discretion.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.155 - Meter accessibility.

It is the customer's responsibility to ensure accessibility to the meter at all times. When a meter cannot be read because of an obstruction, the customer will be notified and shall correct the condition(s). Failure to remove the obstruction within 30 days after notification shall result in the disconnection of service. All fees applicable to the disconnection shall be applied to the customer's account. This is the customer's responsibility.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.158 - Tampering charge.

Facility tampering includes, but is not limited to, interference with a meter, meter box, or locking mechanism; or unauthorized reconnection of a meter, or unauthorized use of water or damage to a fire hydrant. Additionally, any city facilities that have been damaged or altered will be billed for time and materials. The tampering charge shall be $250.00 per occurrence, and upon the third occurrence the city may remove the meter and lock the service.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.160 - Water connection charge.

The basic connection unit charge for water for residential and non-residential shall be $5,558.00 per equivalent dwelling unit (EDU). One water connection EDU is equal to 1,150 gallons per day.

(1) Reserved for "Residential Facilities - Except Hotel and Motel."

(2) Reserved for "Hotel and Motel"

(3) Non-Residential Facilities. Customers requesting service must submit the following information to the city for evaluation and calculation of the required water connection:

a. Type of use.

b. The anticipated routine patterns of use, including:

1. Estimated maximum day demand in gallons.

2. Estimated peak consumption rate in gallons per minute.

3. The meter size requested.

c. Type of fire facilities required, including:

1. Size of the fire connection.

2. Estimated rate of use.

3. Storage capacity requirements.

4. Description of the on-site fire protection facilities.

d. Type of cross-connection prevention facilities required by the city.

(4) Connection charges shall be the greater of the water service size or the water volume required. The EDU capacities for water meters one and one-half inch and greater are as follows:

a. 1½-inch meter ..... 5 EDU

b. 2-inch meter ..... 8 EDU

c. 3-inch meter ..... 16 EDU

d. 4-inch meter ..... 25 EDU

e. 6-inch meter ..... 40 EDU

(5) General regulations.

a. Not less than one connection per building.

b. Classification of shell buildings having no use when connecting to the water system shall be determined based on the judgment of the city based on building permit data, applicable zoning, and plans of the developer. Subsequent modifications to such buildings may result in reclassification and the assessment of additional incremental charges. No refunding of previously paid connection charges will be made where modifications are made to any structure which place it in a classification with a lower connection charge rates.

c. When the use of a building changes, the city retains the right to review the previously paid connection charges and require the payment additional connections charges based upon the new use. No refunding of previously paid connection charges will be made where the change in use is within a classification with lower connection charge rates.

The Water connection charge set forth herein shall be subject to an annual adjustment up to the change in the San Francisco Construction Cost Index (CCI) as reported by the Engineering News Record (ENR) for the 12-month period beginning January 1 as determined by resolution of the city council. The annual adjustments shall be effective each May 1.

(Ord. No. 888B, § 2, 11-12-2013; Ord. No. 919B , § 2(Att. 2), 10-11-2016)

Article II. - Out-of-Town Service

13.04.170 - Approvals required—Standard for approval.

Any application for use of water outside the city after the effective date of the ordinance codified in this chapter shall not be granted without written approval by the city council. The city council shall approve the furnishing of city water to users outside the city only if it finds that the provision of such service will not interfere with proper service to water users within the city, that the provision of such service is economically feasible, that all plumbing and service connections are adequate to prevent backflow. The City shall determine if consent is required from the Placer County Water Agency or Nevada Irrigation District.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.180 - Use.

No water shall be furnished outside the city boundaries for other than domestic and ordinary commercial uses.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.190 - Continuity not guaranteed.

The city does not guarantee continuity of service or adequate pressure to users of water located outside the city. The city may discontinue service to any user outside the city if the city council determines that the discontinuance of such service is necessary to assure adequate water service to users within the city or that the continuation of the service is no longer economically feasible.

(Ord. No. 888B, § 2, 11-12-2013)

Article III. - Rates and Billing

13.04.200 - Rate classifications.

(a) The city will operate and maintain its water systems in an efficient and economical manner to distribute and supply water as fairly and equitably as possible. The charges to be made for service

will be set at rates no higher than necessary to enable the city to recover all costs of distributing and supplying water and shall include any costs for:

(1) Purchasing, pumping, transmitting, and distributing water;

(2) Customer service;

(3) Administration;

(4) Overhead;

(5) Debt service; and

(6) Renewal and replacements of facilities.

(b) Water user rates shall be of two types, flat rate and metered rate, and shall be set by the city council, as provided in this chapter.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.202 - Flat water use rates.

The monthly charge for flat rate water use shall be $44.74 per month.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.205 - Metered water use rates.

The monthly charges for metered water use shall include two components; monthly service charges and volumetric charges.

Monthly Service Charges:

Meter Size	Monthly Service Charge
¾”	$ 32.89
1”	$ 54.81
1.5”	$ 131.54
2”	$ 208.27
3”	$ 476.82
4”	$ 822.09
6”	$ 1,753.79
8”	$ 3,069.14

Volumetric Charges:

The volumetric rate per 1,000 gallons shall be $2.37.

(Ord. No. 888B, § 2, 11-12-2013; Ord. No. 938B , § 2, 2-28-2017)

13.04.207 - Water use rates for construction water.

It is recognized that the costs of administering construction water meters, for taking readings on construction water consumption and for billing is higher for construction water services. The charge for each 1,000 gallons of construction water use shall be $ 4.74.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.209 - Water use rates—Outside the city.

The monthly charge for water use outside the city shall be the same rates for customers by meter size within the city.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.210 - Billing—Meter reading.

(a) Flat-rate accounts for each month are due and payable the first of the month and are payable at the office of the water department.

(b) Metered accounts shall be billed monthly and meters shall be read as nearly as possible at regular intervals, and service bills are due and payable for the preceding period for which the meter has been read. Meters will be read as required for closing bills. Each meter on a customer's premises will be billed separately and the readings of two or more meters will not be combined unless for water system operating convenience or necessity two or more meters are installed in place of one.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.220 - Payment responsibility—Property owner defined.

(a) The customer shall be responsible for prompt payment of all fees and charges. However, the property owner shall bear the final responsibility for payment in the event the customer fails to make prompt payment.

(b) As used in this article and Article IV, "property owner" means the person to which the property was assessed on the last equalized assessment roll of the county.

(c) The owner of the property as identified by the Placer County Clerk-Recorder's Office, or their designated property manager, shall be the customer named on all service accounts established after September 30, 2018. Tenants will not be added as customers after September 30, 2018.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.225 - Due date.

Charges for service shall be due and payable on the first day following the month or other established billing period such services were used unless otherwise provided.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.230 - Delinquency.

All fees or charges which are not paid on or before the thirtieth day following the date such charges were due and payable are delinquent and a penalty of ten percent of the charge shall be imposed on the thirtieth day following the date such charge was due and payable. In addition, a penalty of one-half of one percent per month of the basic charge plus the ten percent penalty shall be imposed on the sixtieth day following the date such charge was due and payable and on each thirtieth day thereafter until there is payment in full of the charge plus all penalties. Penalties imposed pursuant to this section shall be billed and collected in the same manner as other fees and charges imposed pursuant to this chapter.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.232 - Delinquent fees or charges.

Delinquent fees or charges which remain unpaid for a period of 60 or more days after the date upon which they were billed shall become a lien upon the property and may be subject to collection pursuant to the procedures set forth in Article IV of this chapter. In addition, water service and other city utility services at the service location may be terminated for nonpayment pursuant to Section 13.04.240 and Section 13.14.020. If a customer receives service at more than one service location and the bill for any one of that customer's accounts becomes delinquent, charges for services at all other locations may also be collected pursuant to the procedures set forth in Article IV.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.240 - Shutoff for nonpayment.

(a) In addition to all other remedies which the city may have for the collection of delinquent water service charges, the city may terminate water service for nonpayment of a delinquent account.

(b) At least 15 calendar days prior to the proposed termination, the city shall give notice of the delinquency and the impending termination by first-class mail to the customer to whom the water service is billed and the property owner. Notice to the property owner shall be sent to the address shown on the last equalized assessment roll of the county.

(c) Any customer who has initiated a complaint or requested a hearing within five days of receiving the notice of termination shall be given an opportunity for review of such complaint by the city manager or his designated representative.

(d) The city shall not terminate water service during the pendency of an investigation or review of a customer dispute or complaint or prior to any hearing initiated pursuant to this section.

(e) The city manager is authorized to resolve complaints or disputes initiated pursuant to this section.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.250 - Reestablishing service after shutoff.

(a) Water services discontinued because of delinquency in payment or upon the customer's request shall not be reestablished until all fees and charges, together with a service charge, have been paid. In case of delinquent payment, a cash deposit may be required by the city as a condition to reestablishment of service.

(b) In the event service is discontinued for delinquency in payment and service is resumed without authorization, the city may discontinue the water service and may charge and collect a penalty for each occurrence in addition to such other amount which may be due from the customer. Such charges shall be paid before service is reestablished.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.255 - Billing with other utilities.

The city council may provide that fees and charges for water service pursuant to this chapter shall be collected with the rates and charges for any other utility services furnished by the city and that any or all such charges may be itemized and billed with the same bill and collected as one item.

(Ord. No. 888B, § 2, 11-12-2013)

Article IV. - Delinquency Collection

13.04.260 - General taxes collection authorized.

All delinquent water-service charges which have accrued, together with interest or penalties thereon, and service charges at other locations as provided in Section 13.04.230 may be collected on a secured tax roll, in the same manner and at the same time as general property taxes, provided that this section shall not be construed to prohibit the city from collecting any and all of the charges in any other manner provided by ordinance or law.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.270 - Report to city clerk.

A written report containing a description of each parcel of real property receiving services and facilities and the amount of the delinquent water service charges for each parcel computed in conformity with the provisions of this chapter shall be prepared and filed with the city clerk. The real property may be described by reference to the county assessor's maps or by such other reference sufficient to identify the property affected.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.280 - Notice of hearing.

The city clerk shall cause notice of the filing of the report and notice of the time and place of the hearing thereon by the city council to be published once a week for two successive weeks prior to the date set for hearing in the News-Messenger, a newspaper of general circulation within the city. Prior to collection of charges on the tax roll, the city clerk shall mail written notice of the filing of the report and of the time and place of hearing thereon to each person to whom any part or parcel of real property described in the report was assessed on the last equalized assessment roll. Notice shall be mailed to the address shown on the roll.

(Ord. 408B §4 (part), 1982: Ord. 364B §3.7, 1979)

13.04.290 - Hearing.

At the hearing provided for in Section 13.04.280, the city council shall hear any objections or protests by landowners liable to be assessed for delinquent fees. The council may make such revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.300 - Report to county auditor.

On or before August 10 in each year following the final determination and confirmation of the report by the city council, the city clerk shall file with the county auditor a copy of the report with a statement endorsed thereon over the city clerk's signature that it has been finally adopted by the city council, and the auditor shall enter the amounts of the delinquent fees as special assessments against the respective lots or parcels of land as they appear on the current assessment roll. Where any such lots are outside the boundaries of the city, they shall be added to the assessment roll of the city for the purpose of collecting such charges.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.310 - Parcels not on assessment roll.

If the property is not described on the roll, the auditor shall enter the description thereon together with the amounts of the delinquent charges, as shown on the report.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.320 - Attachment of lien.

The amount of the charges as set forth in the confirmed report shall constitute special assessments against the respective parcels of property and are a lien against the lot or parcel of land against which the water service has been supplied. The lien shall attach upon recordation in the office of the Placer County recorder of a certified copy of the report and the resolution confirming the report. The tax collector shall include the amount of the delinquent charge on bills for taxes levied against the respective lots and parcels of land.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.330 - Collection with general taxes.

After the attachment of the lien, as provided in Section 13.04.320, the amount of the delinquent water charges shall be collected at the same time and in the same manner and by the same person as, together with and not separately from, the general taxes for the city, and shall be delinquent at the same time and thereafter by subject to the same penalties for delinquency as other taxes and assessments.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.340 - Applicable laws generally—Transfer or conveyance—Lien of encumbrancer.

All laws applicable to the levy, collection and enforcement of general taxes of the city, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, are applicable to such water service charges, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this article shall not attach to such real property and the delinquent fees, as confirmed, relating to such property, shall be transferred to the unsecured roll for collection.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.350 - Compensation to county.

The county shall be compensated for services rendered in connection with the levy, collection and enforcement of such charges for the city in an amount fixed by agreement between the board of supervisors and the city council.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.355 - Civil action.

In addition to any other remedy that the city may have for the collection of delinquent fees or charges, all fees, charges, penalties and interest imposed by this chapter shall constitute a debt of the city and the city may institute a civil action to recover delinquent fees, charges, penalties and interest. In such action, reasonable attorneys' fees shall be awarded to the city.

(Ord. No. 888B, § 2, 11-12-2013)

Article V. - Connection Fees

13.04.360 - Established—Apportionment—Purpose.

(a) There shall be a charge for a new service connection or for a change in size or location for the customer's benefit which shall be paid before work is started. Water connection fees shall include the city's water connection charge pursuant to Section 13.04.160 and either the Placer County Water

Agency Water Connection Charge (PCWA WCC) or the Nevada Irrigation District Water Connection Charge (NID WCC), as determined by the city, in effect at the time of payment.

(b) Connection fees for every service connection to the city water system are established for the purpose of providing funds for the payment of the costs for design and construction of the city's water system and to make the required service connection payments to the Placer County Water Agency and in order that such costs be shared by those receiving the benefits.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.362 - Indoor fire sprinkler requirement.

The water connection fees for customers required to install indoor fire sprinklers shall be based upon the size meter that would otherwise be used to serve the customer but for the requirement of a larger meter for the sprinklers.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.370 - Use of revenues.

Amounts collected shall be set aside in separate funds and used for the purposes enumerated in Section 13.04.360.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.380 - Other costs—Indemnification of city.

In addition to the connection charge, all costs and expenses incident to the installation of a water connection shall be borne by the owner. The owner shall indemnify the city against any loss or damage that may result directly or indirectly from the performance of the construction and installation of the water connection.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.390 - Oversized capacity reimbursement.

The city may require, pursuant to the Subdivision Map Act and the subdivision regulations of the city, oversized capacity, in which case the city shall reimburse the applicant pursuant to the provisions of the law then in effect for such oversized capacity based on the prevailing costs of material and labor for such work.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.400 - Temporary connection charges.

(a) An applicant for a temporary connection shall make a nonrefundable cash deposit and shall supply all materials and labor necessary for connection.

(b) Upon request for disconnection, an applicant shall make a refundable cash deposit. This fee shall be refunded, less unpaid charges, upon dismantling and removal of the connection.

(c) Monthly charges for water usage shall be assessed in accordance with the water use rates for construction water as provided in Section 13.04.207.

(d) Temporary connections shall be one-inch metered connections unless otherwise approved by the city. Fees for any other type or size of temporary connection shall be determined by the city.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.405 - Connection fee due for reapplication.

If a reapplication is made pursuant to Section 13.04.075, the person desiring water service must pay the new water connection fee due at the time reapplication is made with credit being given for any previously paid connection fees.

(Ord. No. 888B, § 2, 11-12-2013)

Article VI. – Conservation

13.04.410 - Condition of plumbing.

All consumers, whether owners or not, shall maintain and keep in good repair the water pipes on the interior and exterior of the property served. Such persons shall not allow faucets or water closets to leak, and such fixtures must not be left running.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.420 - Watering spray or nozzle required.

Watering of lawns and gardens from an open hose is prohibited. A spray or nozzle must, in all cases, be used.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.430 - Irrigation hours.

The city reserves the right to limit irrigation hours in the case of water shortages or emergencies.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.440 - Gross waste.

It is unlawful and an infraction for any person to cause or allow any water received by such person to flow away in unreasonable amounts, from property owned or occupied by such persons, in any gutter, ditch or other manner over the surface of the ground.

(Ord. No. 888B, § 2, 11-12-2013)

Article VII. – Wells

13.04.450 - Permit requirements.

No person shall drill for water without first obtaining a permit from the director and from the county health officer. The director may deny the issuance of a permit if, in his opinion, the premises where the well is to be located can be served by the city water system. If a permit for a potable drinking water well is issued, it shall be conditioned upon connection to the city water system and discontinuance of the use of such will be conditioned upon notice from the director that the premises may be served by the city water system. The health officer may deny the issuance of a permit if, in his opinion, the proposed well will contaminate existing water sources or be a health menace to the community. The applicant for the permit may appeal to the city council from the decision of the health officer or the director by filing a notice of appeal, in writing, with the city clerk within 15 days of the date of the decision, and the city clerk shall place the appeal on the agenda for the next regular meeting of the city council.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.460 - Workman qualifications.

Wells shall be constructed, reconstructed or destroyed by persons licensed in accordance with the provisions of the Contractor's License Law (Chapter 9, Division 3 of the Business and Professions Code), unless such persons are exempted from licensing by that Act.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.470 - Inspections.

Inspections may be made by the county health officer or the department of public services during the process of well construction. A final inspection shall be made when the well construction is completed.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.480 - Protection from contamination—Surface water diversion.

In cases where the area adjacent to the well is susceptible to contamination, the well shall be properly protected. Drainage shall be away from the well. No well shall be located any closer than the distances specified in the permit. All surface water shall be properly diverted away from a well site during construction or repairs. Disposal of this water shall be made in such a manner so as not to flood adjacent property or constitute a public nuisance. No waste discharge from well-drilling operations shall be allowed to enter a sanitary sewer.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.490 - Forced abandonment—Filling holes.

(a) Upon determination that a well is polluted or contaminated and reasonable efforts to clear the pollution or contamination have been unsuccessful, the county health officer shall have the authority to enforce the permanent abandonment of such wells. Wells must be abandoned according to health department rules and regulations.

(b) Abandoned wells or test holes shall be filled with selected material to protect the water-bearing formation against possible contamination or pollution and to eliminate a potential hazard to public health and safety.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.499 - Potable wells prohibited; exceptions.

Except as otherwise authorized by the city council, connection to the city water system is required for all drinking water. Potable water wells are prohibited within the city unless owned and operated by the city and incorporated as part of the city's water system, or unless otherwise authorized by the city council.

(Ord. No. 901B , § 2, 6-23-2015)

Article VIII. - Prohibitions and Violations

13.04.500 - Use in violation.

It is unlawful for any person to use, turn on or tap water except in accord with this chapter and without obtaining a permit as required by Article I.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.510 - Heating and cooling devices.

It is unlawful for any heating or cooling device to use water that is not re-circulated. The only water added to such systems shall be limited to the purposes of making up losses in the process. Under no

circumstances shall water be returned to the distribution system of the city. This prohibition shall apply to all devices for heating or cooling, whether used for residential, commercial, industrial or manufacturing purposes.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.530 - Fluoridation.

It is unlawful for any agent or employee of the city or any person, firm or corporation acting in behalf of the city under a contract with the city or otherwise, to mingle or combine any fluorides in any form or in any quantity or in any manner with the public water supply of the city.

(Ord. No. 888B, § 2, 11-12-2013)

13.04.540 - Penalties for violation.

(a) A first violation of any provision of Article VI is an infraction punishable as provided in the general state law for infractions. A second or subsequent violation of a provision of Article VI during any calendar year is a misdemeanor as provided in subsection (b) of this section.

(b) Any violation of this chapter, except as provided in subsection (a) of this section, is a misdemeanor. Each day that a violation exists constitutes a separate and distinct offense.

(c) In addition to a prosecution for a violation of this chapter, a consumer or occupant, or owner of property served by the city with water may have such service discontinued if, after a noticed hearing, the director determines that such person willfully wastes water on a continuing basis. The determination of the director may be appealed to the city council if a notice of appeal has been filed with the city clerk within ten days after the determination of the director to discontinue service has been delivered in writing to the person whose service is being discontinued. During the pendency of an appeal to the council, whose decision shall be final, water service shall be maintained in effect.

(Ord. No. 888B, § 2, 11-12-2013)

Article IX. - Water Conservation; Penalties

13.04.600 - City manager authority to impose water conservation restrictions.

The city manager is authorized to enact, impose, implement, and modify water conservation restrictions in order to meet the state or local water conservation standards, and to declare the appropriate water conservation stage as provided in the city's water shortage contingency plan.

(Ord. No. 900B , § 2, 6-9-2015)

13.04.610 - Penalties for violation of water conservation restrictions.

Notwithstanding any other provision of law, any person who violates any ordinance, resolution, standard, or other restriction relating to water conservation shall be subject to the following penalties:

(1) The first and second violations within a one-year period shall be subject to an oral or written warning.

(2) The third violation within a one-year period shall be punishable by a fine not to exceed fifty dollars per occurrence. The city manager or his appointee may waive these fines if the violating party participates in a water conservation education course provided or approved by the city.

(3) The fourth and following violations within a one-year period shall be punishable by a fine not to exceed five hundred dollars per occurrence.

(4) For purposes of this article, each day that a violation occurs shall be considered a separate occurrence.

(5) The city manager or his/her designee(s) shall be authorized to enforce the provisions of this article.

(Ord. No. 899B , § 3, 5-26-2015; Ord. No. 900B , § 2, 6-9-2015)

13.04.620 - Appeals.

Penalties imposed pursuant to Section 13.04.610 may be appealed to a hearing officer or hearing body appointed by the city manager. Any such appeal shall be submitted in writing to the city clerk within ten days of the notice of the violation. The decision of the hearing officer or hearing body shall be final and subject to no further administrative appeals. To the extent that is not inconsistent with the provisions of this article, the provisions of Chapter 1.20 shall govern the administrative citation and appeal process for fines imposed hereunder.

(Ord. No. 899B , § 3, 5-26-2015; Ord. No. 900B , § 2, 6-9-2015)

Appendix M

Water Rate Structure

CITY OF LINCOLN
WATER RATES
Effective 10/01/2018

The monthly charges for metered water use shall include two components; monthly service charges and volumetric charges.

Meter Size	Monthly Service Charge
3/4"	$ 32.89
1"	$ 54.81
1.5"	$ 131.54
2"	$ 208.27
3"	$ 476.82
4"	$ 822.09
6"	$ 1,753.79
8"	$ 3,069.14

Volumetric Charges:

The volumetric rate per 1,000 gallons shall be $2.37.

Construction Water:

Water use rates for construction water shall be $4.74 per 1,000 gallons.

Appendix N

Adoption Resolution

RESOLUTION 2021 – 109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
APPROVING THE CITY OF LINCOLN 2020 URBAN WATER MANAGEMENT PLAN

WHEREAS, the Urban Water Management Plan Act (California Water Code § 10610 et seq.) requires every urban water supplier to prepare an urban water management plan pursuant to California Water Code Section 10620; and

WHEREAS, the City of Lincoln's population and water service meets the definition of an urban water supplier; and

WHEREAS, the City Council approved a contract with West Yost for the preparation of the 2020 Urban Water Management Plan; and

WHEREAS, West Yost has prepared the City of Lincoln 2020 Urban Water Management Plan consistent with the Department of Water Resources 2020 Urban Water Management Plan Guidebook and requirements; and

WHEREAS, the urban water management plan preparation and adoption efforts are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378 as the Urban Water Management Plan document is a planning tool.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. The 2020 Urban Water Management Plan is exempt from CEQA pursuant to Guidelines Section 15061.
2. Adopts the City of Lincoln 2020 Urban Water Management Plan.

PASSED AND ADOPTED this 8th day of June, 2021.

AYES: COUNCILMEMBERS: Joiner, Andreatta, Karleskint, Lauritsen, Silhi

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Alyssa Silhi, Mayor

ATTEST:

Gwen Scanlon, City Clerk

RESOLUTION 2021 – 110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
APPROVING THE CITY OF LINCOLN 2020 WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the City's Water Shortage Contingency Plan (WSCP) describes the plan for preparing and responding to water shortages; and

WHEREAS, the City's WSCP has been updated to include an annual process for assessing potential gaps between planned supply and demands and it aligns water service area's water shortage levels with the State for consistent messaging and reporting; and

WHEREAS, the WSCP is included as Appendix K to the UWMP and Ordinance 1037B will update Municipal Code Chapter 13.04 Articles VI and IX to conform with the State's standard water shortage levels so that it is consistent with the 2018 Water Conservation Legislation; and

WHEREAS, the WSCP will be adopted via separate resolution so that it can be updated as needed and not require the UWMP to be adopted at the same

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. The 2020 Water Shortage Contingency Plan is exempt from CEQA pursuant to Guidelines Section 15061.
2. Adopts the City of Lincoln 2020 Water Shortage Contingency Plan.

PASSED AND ADOPTED this 8th day of June, 2021.

AYES: COUNCILMEMBERS: **Joiner, Andreatta, Karleskint, Lauritsen, Silhi**

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Alyssa Silhi, Mayor

ATTEST:

Gwen Scanlon, City Clerk