



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 668-4142 (phone) (209) 668-5695 (fax)

Special Board Meeting Agenda

April 16, 2020 at 4:00 p.m.

156 S. Broadway, Turlock, CA, Second Floor, Yosemite Conference Room

Chair, Chris Vierra
Vice Chair, Amy Bublak
Director, Bret Durossette
Director, Gil Esquer
Director (alternate), Linda Ryno
Director (alternate), Nicole Larson

General Manager, Robert Granberg
Interim Legal Counsel, Richard P. Shanahan
Board Secretary, Allison Martin

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (209)289-0280, CONFERENCE ID: 1935181 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.org and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. CALL TO ORDER
2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS: None
3. A. SPECIAL BRIEFINGS: None
B. STAFF UPDATES
 1. General Manager Update (Granberg)
 2. Finance Director Report (Lorenzi)

C. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR: Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. Motion: Approve minutes of Regular Meeting of February 20, 2020

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS:

A. Approve Addendum No. 2 to the Final Environmental Impact Report (FEIR) for the Regional Surface Water Supply Project (SCH No. 2017022077) (*Lilly*)

Recommended Action:

Resolution: Approving Addendum No. 2 to the Final Environmental Impact Report (FEIR) for the Regional Surface Water Supply Project (SCH No. 2017022077)

B. Approve Amendment No. 1 to the 2015 Water Sales Agreement with Turlock Irrigation District (*Granberg*)

Recommended Action:

Motion: Approving Amendment No. 1 to the 2015 Water Sales Agreement with Turlock Irrigation District in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign and implement the amendment

C. Adopt a resolution authorizing acquisition of the water treatment plant site from Turlock Irrigation District (*Granberg*)

Recommended Action:

Resolution: Adopting a resolution authorizing acquisition of the water treatment plant site from Turlock Irrigation District

D. Approve the TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project (*Granberg*)

Recommended Action:

Motion: Approving the TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign and implement the lease

8. **MATTERS TOO LATE FOR THE AGENDA**
9. **BOARD ITEMS FOR FUTURE CONSIDERATION**
10. **BOARD COMMENTS:** Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.
11. **NEXT MEETING DATE:** May 21, 2020, Regular meeting
12. **CLOSED SESSION:** None
13. **ADJOURNMENT**

3.B.1.



Surface Water Supply Project

General Manager's Update
April 16, 2020

WEST YOST ASSOCIATES

TAC and PM Team Activities

- Phase 2 - Design-Build Contract
 - Discussions with CH2MHill regarding preparation to re-start Phase 2 Project
 - County Encroachment Permit Negotiations
- TID Water Rights Petition/Bureau of Reclamation Protest Resolution
- Wet Well Construction
 - Claim Resolution
 - Contract Closeout
- Joint Watershed Sanitary Survey with MID
- Funding/Financing Update

Design-Build Contract Negotiations

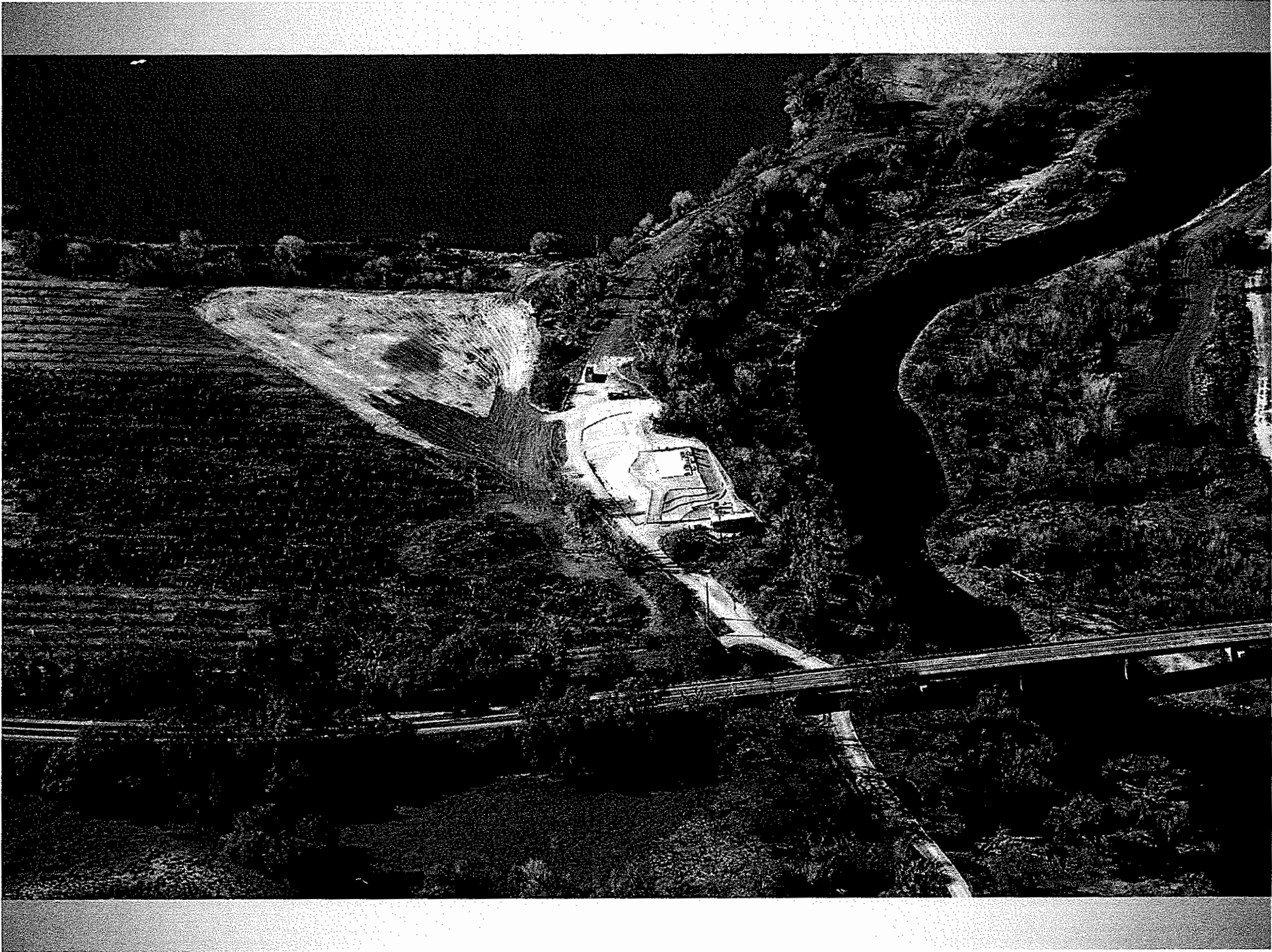
- In discussion with CH2M HILL Engineers, Inc. (CH2M Hill) on the Design-Build Contract
 - Re-pricing to take 8 +/- weeks
 - Review of re-pricing (PM team/TAC)
- Finalizing County encroachment permit conditions regarding road restoration requirements
 - Encroachment Permit/MOU/Road Restoration Table

TID Water Rights Petition/Bureau Protest

- Nothing new to report on protest resolution with Bureau
- Request to State Board for extension to May 29th
- Future decision on petition pending

Wet Well Construction Activities

- Project closeout activities including:
 - As-builts/Record Drawings
 - O&M manuals
 - Warranty
- Settlement reached on excavation claim
- Final change orders = 6.6%
- Final Project acceptance to Board soon





MID/SRWA Joint Sanitary Survey

- Survey completed and submitted to State Board Division of Drinking Water on April 9th
- Survey needed for Drinking Water Permit and is required to be updated every 5 years
- No new conclusions from what we are currently planning in treatment process

Funding Sources/Opportunities

Program	Funding Agency/ Source	Awarded Amount	Potential Award Amount	Application Status
Drought Resiliency (FY18/19) Grant	USBR/ WaterSMART	\$750,000	--	Agreement signed 4/10
Drought Resiliency (FY19/20) Grant	USBR/ WaterSMART	\$750,000	--	Awaiting draft agreement
IRWM Grant	DWR/Prop 1	TBA	\$5.8M	Submitted Nov. 2019
Parks & Water Bond Grant	State Board/Prop 68	\$27.75M	--	Included in Prop 68
Streamflow Enhancement and Fisheries Restoration Grant	CA Wildlife Conservation Board/Prop 1	TBA	\$6M? (TBD)	Anticipated to be due in late 2020

Funding Sources/Opportunities (cont'd)

Program	Funding Agency/Source	Awarded Amount	Potential Award Amount	Application Status
Riverine Stewardship San Joaquin Fish Population Enhancement Grant	DWR/Prop 13	TBA	\$19.3M	Submitted Nov. 2019
Grant Totals		\$29.25M	\$31.85M	
LOAN FINANCING				
Drinking Water SRF Loan	State Board/SRF	TBD	Balance of project cost	Final info submitted March 2020
N/A	TBD/Bridge Loan	TBD	TBD	In-progress by Cities

Loans

- **Goal:** Fund the balance of the project not funded through grants via SRF Loan
 - 2020 SRF interest rate = 1.4%
 - Loan rates set annually
 - So far no impacts to interest rates based on Federal interest rate adjustments (SRWA is monitoring)
- **Timing:** SRF Funding Agreement execution likely by end of 2020; reimbursements expected 4 months later
- **Interim Solution:** Bridge Loans by Cities (as needed)

Stimulus Funding

- SRWA working with Townsend lobbyists to position for potential Phase 4 stimulus funding
- Directly & indirectly project expected to bring 800 jobs to the region
- Letter being sent to:
 - Senator Feinstein
 - Senator Harris
 - Representative Harder

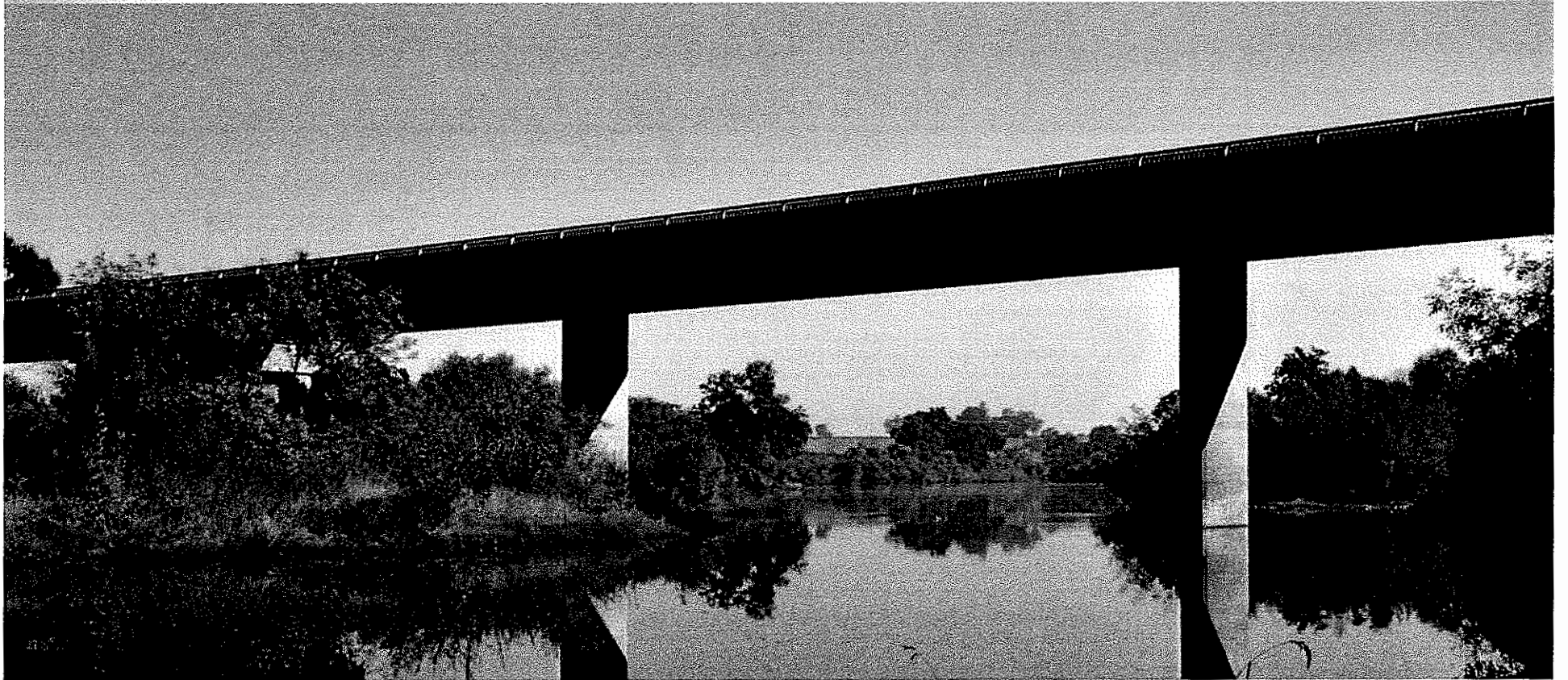
Upcoming Tasks and Milestones

- **Design-Build Contract negotiation restart**
- **SRF Application Packages**
 - 2015 Water Sales Agreement Amendment
 - TID/SRWA Lease Agreement
- **Interim Finance Plans**
- **Design-Build Contract Award**



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www.stanrwa.org





To: SRWA Board
From: Marie Lorenzi, Finance Director
Subject: Financial Summary as of April 10, 2020

Attached Financial Documents include:

Activity for 6-30-2020 as of 4-10-2020

- 1 – SRWA financial status as of 4-10-2020 for the 2019-20 fiscal year (Exhibit A):
 Revenue received from the participating agencies \$5,839,200
 Expenses paid total \$3,614,176.11

- 2 – SRWA financial status – life to date as of 4-10-2020 (Exhibit B):
 Revenue life to date totals \$19,365,115.18 (includes \$45,664.81 of interest)
 Expenses life to date total \$16,816,323.03
 Cumulative unexpended Revenues \$ 2,548,792.15

Unpaid Invoices received as of 4-10-2020

3 – The following invoices are in the process of being paid at 4-10-2020 and the related costs are not included in the information presented in Exhibits A - B.

Bartkiewicz, Kronick & Shanahan	\$ 3,382.50
	<u>\$ 3,382.50</u>

The SRWA currently has an unexpended cash balance totaling \$2.5 million. The April Board packet includes the following for Board consideration: (1) an amendment to the Water Sates agreement which includes reimbursement to TID for their cost to construct the infiltration gallery (agenda item 7b) and (2) the purchase of the site for the water treatment plant (agenda item 7c). The total cost of these two items is \$2,176,116. If the Board approves these two items, I will work with the General Manager to determine the amount necessary to invoice the participating agencies for the balance of fiscal year 2019-20 to provide the SRWA sufficient working capital through June 2020.

Stanislaus Regional Water Authority

For FY 2019-20 (Updated 4-10-2020)

Account Name		Original Budget	Amendments	Amended Budget 2019-20	Unaudited Actual 2019-20	Ceres	Turlock	TID	Totals for 2019-20
REVENUES									
	Interest Income			0.00					0.00
34900_001	Agency Contribution - City of Turlock	4,340,300.00	35,874.00	4,376,174.00	3,342,100.00		3,342,100.00		3,342,100.00
34900_002	Agency Contribution - City of Ceres	3,458,900.00	75,317.00	3,534,217.00	1,942,600.00	1,942,600.00			1,942,600.00
34900_004	Agency Contribution - Turlock Irrigation District	724,700.00	(25,404.00)	699,296.00	554,500.00			554,500.00	554,500.00
	Total Revenues	8,523,900.00	85,787.00	8,609,687.00	5,839,200.00	1,942,600.00	3,342,100.00	554,500.00	5,839,200.00
EXPENDITURES									
43011	Gov't Relations			0.00		0.00	0.00		0.00
43055_002	Consultant Audit	4,590.00	890.00	5,480.00	4,390.00	2,195.00	2,195.00		4,390.00
43060_000	Contract Services			0.00		0.00	0.00		0.00
43060_012	Contact Services Program Mgmt	2,339,464.00	197,105.00	2,536,569.00	661,793.75	312,731.87	331,447.55	17,614.33	661,793.75
43060_021	Contract Services General Manager	300,000.00	(890.00)	299,110.00	115,321.03	57,660.52	57,660.51		115,321.03
43060_022	Contract Services - Contractor Finan Eval			0.00					0.00
43060_023	Contract Services - Watershed Sanitary Survey	64,876.00		64,876.00	37,539.41	18,769.71	18,769.70		37,539.41
43195	Special Legal Counsel	259,403.00	17,767.00	277,170.00	66,850.61	32,908.91	32,908.91	1,032.79	66,850.61
43329	Environmental Services	55,060.00	(28,075.00)	26,985.00					0.00
43332	Permitting	6,000.00	6,000.00	12,000.00	12,173.00	6,086.50	6,086.50		12,173.00
43332_001	Permitting - Environmental Mitigation			0.00		0.00	0.00		0.00
43332_002	Permitting - Water Rights Acquisition	35,000.00		35,000.00	(6,093.19)	(3,046.60)	(3,046.59)		(6,093.19)
51001	Property Acquisition - facility site	1,436,675.00		1,436,675.00		0.00	0.00		0.00
51001	Property Acquisition - infiltration gallery	739,445.00		739,445.00		0.00	0.00		0.00
51800_001	Wet Well Design		47,981.00	47,981.00	48,074.72	12,821.53	25,638.25	9,614.94	48,074.72
	Wet Well Construction								
51801_001	Construction Contract (Overaa)	2,872,909.00	(172,573.00)	2,700,336.00	2,334,524.00	623,317.91	1,244,301.29	466,904.80	2,334,524.00
51801_002	Construction Management (Infererra)	311,840.00	(15,758.00)	296,082.00	221,557.82	59,155.94	118,090.32	44,311.56	221,557.82
51801_005	Environmental (Horizon)	72,294.00	30,640.00	102,934.00	102,713.32	34,020.57	52,763.69	15,929.06	102,713.32
45002_000	TID - electrical service			0.00	690.59	230.17	460.42	0.00	690.59
43105_003	Interdepartmental Admin Support								
	Legal			0.00		0.00	0.00		0.00
	Clerical	12,500.00		12,500.00	6,237.94	3,118.97	3,118.97		6,237.94
	Financial/Accounting	10,000.00		10,000.00	4,694.74	2,347.37	2,347.37		4,694.74
43106_001	Admin Support - Ceres			0.00		0.00	0.00		0.00
44001_000	Supplies	500.00		500.00		0.00	0.00		0.00
44035	Photocopies	500.00		500.00	16.53	8.27	8.26		16.53
44040_000	Postage	500.00		500.00	11.84	5.92	5.92		11.84
47010	Bank Charges	100.00		100.00		0.00	0.00		0.00
47040_000	Dues	1,000.00	2,700.00	3,700.00	3,680.00	1,840.00	1,840.00		3,680.00
47090_001	Testing & Recruitment - General Manager			0.00		0.00	0.00		0.00
47095_000	Training	1,000.00		1,000.00		0.00	0.00		0.00
	Total Expenditures	8,523,656.00	85,787.00	8,609,443.00	3,614,176.11	1,164,172.56	1,894,596.07	555,407.48	3,614,176.11
Revenues Over (Under) Expenditures		244.00	0.00	244.00	2,225,023.89	778,427.44	1,447,503.93	(907.48)	2,225,023.89

0.00

Stanislaus Regional Water Authority

Project to Date (updated as of 4-10-2020)

	Project to Date			Actuals Thru	Actuals For	Total
	City of Ceres	City of Turlock	TID	6/30/2019	2019-20	
				Dec 2015		
Agency Contributions						
Received from Agencies - 2015-16	379,561.50	347,487.50		727,049.00		727,049.00
Received from Agencies - 2016-17	1,138,659.60	1,175,000.00	106,958.25	2,420,617.85		2,420,617.85
Received from Agencies - 2017-18	1,055,176.00	1,160,500.00	114,507.52	2,330,183.52		2,330,183.52
Received from Agencies - 2018-19	2,872,300.00	4,072,700.00	1,057,400.00	8,002,400.00		8,002,400.00
Received from Agencies - 2019-20	1,942,600.00	3,342,100.00	554,500.00	5,839,200.00	5,839,200.00	5,839,200.00
Interest Income	22,832.41	22,832.40		45,664.81		45,664.81
					0.00	0.00
Total Agency Contributions	7,411,129.51	10,120,619.90	1,833,365.77	19,365,115.18	13,525,915.18	19,365,115.18
Expenditures						
Government Relations	(74,723.55)	(74,723.55)	0.00	(149,447.10)		(149,447.10)
Environmental Services (Phase I)	(250,664.65)	(250,664.65)	(32,520.11)	(533,849.41)		(533,849.41)
Project Management Services	(3,142,370.63)	(3,278,887.04)	(165,184.37)	(6,586,442.04)	(5,924,648.29)	(6,586,442.04)
Special Legal Expenses	(193,017.38)	(193,017.39)	(4,604.98)	(390,639.75)	(323,789.14)	(390,639.75)
Wet Well Design (West Yost)	(166,904.88)	(206,872.74)	(93,444.40)	(467,222.02)	(419,147.30)	(467,222.02)
Fees to Stan County-CEQA related to wet well	(1,136.63)	(1,136.62)	0.00	(2,273.25)	(2,273.25)	(2,273.25)
Permitting	(17,630.08)	(17,630.09)	0.00	(35,260.17)	(23,087.17)	(35,260.17)
Permitting - Water Rights Acquisition	(34,871.88)	(34,871.89)	0.00	(69,743.77)	(75,836.96)	(69,743.77)
Water Shed Survey	(18,769.71)	(18,769.70)	0.00	(37,539.41)	0.00	(37,539.41)
Wet Well Construction						
Construction Contract	(1,850,734.00)	(3,694,536.40)	(1,386,317.60)	(6,931,588.00)	(4,597,064.00)	(6,931,588.00)
Construction Management	(143,690.45)	(286,842.74)	(107,633.30)	(538,166.49)	(316,608.67)	(538,166.49)
Environmental (Phase II)	(103,524.75)	(155,193.07)	(47,798.97)	(306,516.79)	(203,803.47)	(306,516.79)
Contractor Financial Evaluation	(18,944.30)	(18,944.30)	(761.40)	(38,650.00)	(38,650.00)	(38,650.00)
TID - electrical service	(230.17)	(460.42)	0.00	(690.59)		(690.59)
Administrative Support						
Clerical Services	(17,934.86)	(17,934.86)	0.00	(35,869.72)	(29,631.78)	(35,869.72)
Accounting Services	(19,182.70)	(19,182.70)	0.00	(38,365.40)	(33,670.66)	(38,365.40)
Interim JPA attorney	(22,662.50)	(22,662.50)	0.00	(45,325.00)	(45,325.00)	(45,325.00)
Interim General Manager	(121,991.80)	(121,991.80)	0.00	(243,983.60)	(243,983.60)	(243,983.60)
General Manager	(167,883.37)	(167,883.35)	0.00	(335,766.72)	(220,445.69)	(335,766.72)
External Audit	(8,820.00)	(8,820.00)	0.00	(17,640.00)	(13,250.00)	(17,640.00)
Supplies and other Miscellaneous Expenses	(5,671.91)	(5,671.89)	0.00	(11,343.80)	(7,635.43)	(11,343.80)
Total Expenditures	(6,381,360.20)	(8,596,697.70)	(1,838,265.13)	(16,816,323.03)	(13,202,146.92)	(16,816,323.03)
Contributions over (under) Expenditures - project to date	1,029,769.31	1,523,922.20	(4,899.36)	2,548,792.15	323,768.26	2,225,023.89
					2,225,023.89	2,548,792.15



- 1. **A. CALL TO ORDER:** Chair Vierra called the meeting to order at 3:32 p.m.
 PRESENT: Chair Vierra, Vice Chair Bublak, Director Durossette, Director Esquer
 ABSENT: None

B. SALUTE TO THE FLAG

- 2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

- 3. **A. SPECIAL BRIEFINGS:** None

B. STAFF UPDATES:

- 1. General Manager Robert Granberg provided an update on Major TAC and PM Team Work Focus Areas, including continuing to work with TID on a resolution to the water rights protest, closing out the wet well construction activities, and processing the State Revolving Fund loan documents. The draft SRF loan agreement should be received this summer and a good financing rate is anticipated. The selected Design-Build contractor is standing by to finalize the agreement. Stanislaus County finalized the review of the county encroachment and will be submitting comments on road restoration requirements and a Memorandum of Understanding regarding County participation.
- 2. General Manager Robert Granberg provided an update on financial activity as of February 14, 2020. Revenue and expenses were reviewed.

C. PUBLIC PARTICIPATION: None

- 4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. CONSENT CALENDAR:

Action: Motion by Director Durossette, seconded by Director Esquer, approving the minutes for the Regular Meeting of January 16, 2020. Motion carried 4/0 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	Yes	Yes

- 6. **PUBLIC HEARINGS:** None

7. SCHEDULED MATTERS:

- A. General Manager Robert Granberg recommended that the Board approve an amendment to the Phase II contract with Horizon Water and Environment, LLC dated March 1, 2018, as amended, to increase the authorized contract sum by \$11,809.17 in relation to the environmental and permitting services being provided to the SRWA and approve an \$11,809 increase to account number 950-53-552.51801_005 "Wet Well Construction Environmental Services" and a corresponding decrease to account number 950-53-552.43329 "Environmental Services" to properly account for the contract changes related to the SRWA's two contracts with Horizon Water and Environment, LLC.

Discussion:

Chair Vierra opened public participation. There being no public response, Chair Vierra closed public participation.

Action: Motion by Director Esquer, seconded by Director Durossette, approving an amendment to the Phase II contract with Horizon Water and Environment, LLC dated March 1, 2018, as amended, to increase the authorized contract sum by \$11,809.17 in relation to the environmental and permitting services being provided to the SRWA. Motion carried 4/0 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	Yes	Yes

Action: **Resolution 2020-002** Motion by Director Esquer, seconded by Director Durossette, adopting a resolution approving an \$11,809 increase to account number 950-53-552.51801_005 “Wet Well Construction Environmental Services” and a corresponding decrease to account number 950-53-552.43329 “Environmental Services” to properly account for the contract changes related to the SRWA’s two contracts with Horizon Water and Environment, LLC. Motion carried 4/0 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	Yes	Yes

8. **MATTERS TOO LATE FOR THE AGENDA:** None

9. **BOARD ITEMS FOR FUTURE CONSIDERATION:** None

10. **BOARD COMMENTS:** None

11. **NEXT MEETING DATE:** March 19, 2020, in Turlock, CA.

12. **CLOSED SESSION:** Conference with Legal Counsel Regarding Existing Litigation. Cal. Gov’t Code § 54956.9(d)(1), Turlock Irrigation District Petition for Change Involving Long-Term Water Transfer, Point of Rediversion, and Purpose of Use Transfer under License 11058 (Application 14127) before the State Water Resources Control Board.

Following the closed session, Attorney Richard Shanahan stated there was no action to report from closed session.

13. **ADJOURNMENT:** Motion to adjourn at 4:08 p.m. Motion carried 4/0.

Respectfully submitted,

DRAFT

Allison Martin, Board Secretary



From: Horizon Water and Environment

Prepared by: Debra Lilly, Horizon Water and Environment

1. ACTION RECOMMENDED:

Resolution: Approving Addendum No. 2 to the Final Environmental Impact Report (FEIR) for the Regional Surface Water Supply Project (SCH No. 2017022077)

2. DISCUSSION OF ISSUE:

On August 8, 2018, the Stanislaus Regional Water Authority (SRWA) certified a Final Environmental Impact Report (FEIR) (State Clearinghouse No. 2017022077) for its Regional Surface Water Supply Project (Project) in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code [P. Res. Code] Section 21000 et seq.) SRWA is the lead agency under CEQA with respect to the Project. Since the FEIR was certified, SRWA and the Turlock Irrigation District (District) are proposing to amend the Water Sales Agreement (WSA) for the Project to include the District's pre-1914 water rights in addition to its post-1914 water rights. The purpose of Addendum No. 2 is to document SRWA's evaluation of using pre-1914 water rights to determine whether the environmental effects of including those water rights would result in new significant environmental effects or more severe environmental effects than those described in the FEIR.

The analysis concluded that no new effects could occur, and no new mitigation measures would be required for the proposed modifications. The activities are within the scope of the Project covered by the FEIR, and no new environmental document is required. The attached proposed resolution would approve Addendum No. 2.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Approving Addendum No. 2 to the EIR by itself does not have a direct fiscal impact.

4. GENERAL MANAGER'S COMMENTS:

Recommend approval of the proposed resolution.

5. **ENVIRONMENTAL DETERMINATION:**

N/A

6. **ALTERNATIVES:**

The Board could choose not to approve the Resolution, which means the Board would not approve Addendum No. 2 to the FEIR for the Project. SRWA must comply with CEQA before it undertakes any project that has the potential to affect the environment. If the Board finds Addendum No. 2 to the FEIR to be inadequate or otherwise decides not to adopt the Resolution, the Board could either choose to prepare additional environmental review of the proposed modifications under CEQA or determine that the District's pre-1914 water rights would not be included in the WSA for the Project.



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF APPROVING }
 ADDENDUM NO. 2 TO THE FINAL }
 ENVIRONMENTAL IMPACT REPORT (FEIR) }
 FOR THE REGIONAL SURFACE WATER }
 SUPPLY PROJECT (SCH NO. 2017022077) }**

RESOLUTION NO. 2020-

WHEREAS, on August 8, 2018, the Stanislaus Regional Water Authority (SRWA) certified a Final Environmental Impact Report (FEIR) (State Clearinghouse No. 2017022077) for its Regional Surface Water Supply Project (the Project) in compliance with the California Environmental Quality Act (CEQA) and approved the Project; and

WHEREAS, in 2019, SRWA approved FEIR Addendum No. 1 relating to certain Project modifications and changes; and

WHEREAS, SRWA and Turlock Irrigation District (TID) propose to amend the 2015 Water Sales Agreement to authorize TID to deliver raw water to SRWA pursuant to TID’s pre-1914 water rights in lieu of or in combination with its post-1914 water rights; and

WHEREAS, in light of this proposed Project change, SRWA staff and its environmental consultant prepared Addendum No. 2 to the Stanislaus Regional Water Authority Surface Water Supply Project Environmental Impact Report (Addendum No. 2) pursuant to CEQA to evaluate whether the change may result in new significant environmental impacts beyond those already identified and mitigated in the FEIR or result in substantially more severe impacts than disclosed in the FEIR; and

WHEREAS, Addendum No. 2 concludes that the Project change will not result in any new or more severe impacts than those discussed in the Final EIR and that none of the conditions or circumstances that would require preparation of a subsequent or supplemental EIR pursuant to Public Resources Code Section 21166 and CEQA Guidelines section 15162 exists for the proposed Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stanislaus Regional Water Authority as follows:

1. The Board approves Addendum No. 2 in the form presented at this meeting.
2. The Board has reviewed and considered Addendum No. 2 in light of the Final EIR. In accordance with Public Resources Code section 21166 and CEQA Guidelines sections

15162 and 15164, and based on the Final EIR and Addendum No. 2, the Board finds and determines as follows:

a. The potential environmental effects of the Project have been analyzed, considered, and mitigated through the Final EIR.

b. In Addendum No. 2, the Agency has evaluated and considered the Project water rights related change. Addendum No. 2 concludes that the Project change does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

c. The Board is not aware of any other new information of substantial importance that discloses that the Project will have other or more severe significant environmental effects not previously discussed or that previously rejected or other mitigation measures or alternatives are now feasible and effective.

d. Therefore, the Final EIR remains adequate and no subsequent EIR or further CEQA environmental analysis is required for the Project as modified with the Project Changes.

3. The Board authorizes and directs the General Manager to prepare and file a CEQA Notice of Determination reflecting this determination.

PASSED AND ADOPTED at a special meeting of the Board of the Stanislaus Regional Water Authority this 16th day of April 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary

**Addendum No. 2 to the
Stanislaus Regional Water Authority
Regional Surface Water Supply Project
Environmental Impact Report**

(SCH No. 2017022077)

April 2020

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4

5 **ACRONYMS AND ABBREVIATIONS**

CEQA	California Environmental Quality Act
Cities	City of Ceres and City of Turlock, as members of the Stanislaus Regional Water Authority, a joint powers authority
EIR	environmental impact report
FEIR	final environmental impact report
HCP	habitat conservation plan
M&I	municipal and industrial
MID	Modesto Irrigation District
Project	Regional Surface Water Supply Project
Project modifications	Amend the Water Sales Agreement between SRWA and TID for the Project to include TID’s pre-1914 water rights in addition to its post-1914 water rights
SRWA	Stanislaus Regional Water Authority
SWRCB	State Water Resources Control Board
SWRCB-DWR	State Water Resources Control Board, Division of Water Rights
TID	Turlock Irrigation District
WSA	water sales agreement
WTP	water treatment plant

6

Chapter 1

INTRODUCTION AND BACKGROUND

1
2
3 The Stanislaus Regional Water Authority (SRWA) has prepared this Addendum No. 2 to
4 comply with the California Environmental Quality Act (CEQA) (Public Resources Code Section
5 21000 et seq.). SRWA is the lead agency under CEQA with respect to the Regional Surface
6 Water Supply Project (the Project).

7 On August 8, 2018, SRWA certified a Final Environmental Impact Report (EIR¹) (State
8 Clearinghouse No. 2017022077) for the Project in compliance with CEQA. On April 18, 2019,
9 the SRWA Board considered Addendum No. 1 to the EIR to address minor changes to Project
10 construction that were not known or fully described at the time the EIR was prepared.

11 SRWA and the Turlock Irrigation District (TID) are proposing to amend the Water Sales
12 Agreement (WSA) for the Project to include TID's pre-1914 water rights in addition to its
13 post-1914 water rights. This modification to the Project was not described in the certified
14 EIR. The purpose of this Addendum No. 2 is to document SRWA's evaluation of diverting raw
15 water from the Tuolumne River pursuant to TID's pre-1914 water rights (as an alternative to
16 or in combination with TID's post-1914 rights) to determine whether the environmental
17 effects of including those water rights would result in new significant environmental effects
18 or more severe environmental effects than those described in the EIR.

19 As described in Chapter 4, *Findings*, this analysis concludes that no new effects could occur
20 and no new mitigation measures would be required for the addition of pre-1914 water rights
21 to Project operations. Therefore, this modification is within the scope of the Project covered
22 by the EIR, and no new environmental document is required.

¹ All references to the EIR are to the Final EIR, which includes the Draft EIR, with some modifications, and the responses to comments.

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1 Chapter 2
2 CONSIDERATION OF PROJECT CHANGES,
3 CHANGED CIRCUMSTANCES, AND
4 POTENTIALLY SIGNIFICANT NEW INFORMATION

5 SRWA's consideration of the EIR is presumed to be adequate (*Laurel Heights Improvement*
6 *Association v. UC Regents* (1993) 6 Cal.4th 1112 at p. 1130). That presumption is tempered,
7 however, by changes to a project, changed circumstances, or potentially significant new
8 information (see Title 14 of the California Code of Regulations, Sections 15162[a], 15164[a]-
9 [b]). The only such change related to the Project and SRWA's review and consideration of the
10 Project is the following: (a) inclusion in the WSA of TID's pre-1914 water rights for use in
11 supplying surface water to the infiltration gallery.

12 SRWA has determined, as set forth below, that this change does not require preparation of a
13 subsequent EIR or a supplement to the EIR. The purpose of this Addendum No. 2 is to
14 document this modification to the Project description and impacts and to verify that it will
15 not result in any new or more significant impacts than those that were disclosed in the
16 previously certified EIR.

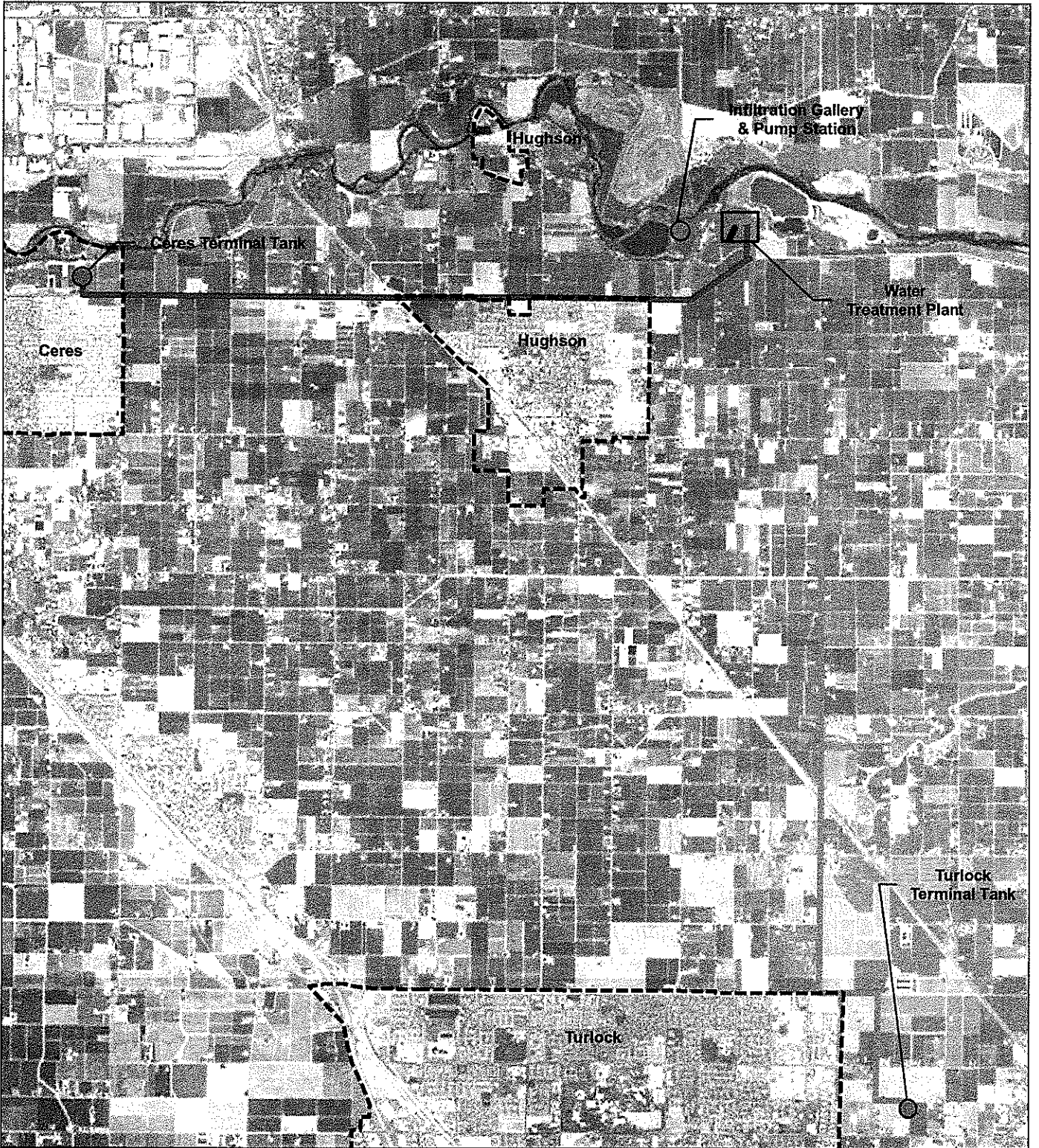
17 **2.1 Purpose and Objective**

18 The purpose of the proposed modification to the Regional Surface Water Supply Project is to
19 allow the use of pre-1914 water rights, in lieu of or in addition to post-1914 water rights, in
20 operating the infiltration gallery and water treatment plant as described in the EIR. The
21 objective of the proposed modification is to provide flexibility in the sources of TID water
22 available to SRWA. Upon a purchase of Transfer Water by SRWA, this flexibility would allow
23 TID to deliver the Transfer Water under either its pre- or post-1914 water rights or a
24 combination of both. A change of use petition for a portion of TID's post-1914 water rights
25 was submitted to the State Water Resources Control Board, Division of Water Rights
26 (SWRCB-DWR) on June 29, 2018, and was publicly circulated from October 24, 2018, to
27 November 26, 2018. The process of resolving protests is currently underway.

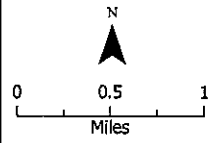
28 **2.2 Description of Project Modifications**

29 **Project Location**

30 No changes are proposed to the location of surface water withdrawal or the location of any
31 Project facilities (**Figure 1**). As described in the previously certified EIR, water would be
32 withdrawn from the Tuolumne River at approximately river mile 26, through an existing
33 infiltration gallery installed by TID in 2003.



BaseMap Sources: Source: Esri, DigitalGlobe, GeoEye, Earthstar



- City Boundaries
- Ceres Finished Water Transmission Main
- Raw Water Transmission Main
- Turlock Finished Water Transmission Main
- WTP pipeline

Figure 1
Regional Surface Water
Supply Project Site

Regional Surface Water
 Supply Project

1 **Project Facilities**

2 No changes are proposed to the Project facilities to be constructed and operated as part of
3 the Regional Surface Water Supply Project. As described in Chapter 2, *Project Description*, of
4 the previously certified EIR, the Project consists of the design, construction, operation,
5 maintenance, and management of the following facilities, which will ultimately deliver
6 treated surface water to the Cities of Ceres and Turlock:

7 **Infiltration Gallery and Wet Well:** The existing infiltration gallery and wet well will divert
8 surface water from the Tuolumne River to the raw water pump station.

9 **Raw Water Pump Station:** The pump station facilities will draw raw (untreated) surface
10 water through the infiltration gallery and wet well, and pump it through a raw water
11 transmission main to a water treatment plant (WTP), and potentially to TID's Ceres Main
12 Canal in the event of an emergency.

13 **Raw Water Transmission Main:** A 60-inch-diameter (estimated) transmission main will
14 convey raw water from the pump station to the WTP, and potentially to TID's Ceres Main
15 Canal in the event of an emergency.

16 **Water Treatment Plant:** The WTP will treat surface water to meet state and federal drinking
17 water standards for use by municipal and industrial (M&I) customers in Ceres and Turlock.

18 **Treated Water Transmission Mains:** Following treatment, 30- and 42-inch-diameter
19 (estimated) transmission mains will deliver "finished" (i.e., treated) water from the WTP to
20 terminal facilities (i.e., tanks, pipelines, and pump stations) in Ceres and Turlock.

21 **Terminal Facilities:** Each city's terminal facilities will consist of storage tanks and a pump
22 station. The Cities will construct pipelines and appurtenant facilities to facilitate distribution
23 of the treated surface water to M&I end users.

24 **Offset Water Facilities:** As part of the water sales agreement between SRWA and TID, SRWA
25 will provide groundwater or recycled water (e.g., treated wastewater) to TID to offset a
26 portion of the treated surface water being provided to SRWA M&I customers during certain
27 dry years.

28 **Project Water Rights**

29 The water operations of TID and the Modesto Irrigation District (MID) are supported by pre-
30 1914 direct diversion and storage water rights, riparian water rights for power generation,
31 and post-1914 direct diversion and storage water rights.

32 ***California Water Rights Process***

33 A water right is a legal entitlement authorizing water to be diverted from a specified source
34 and put to beneficial, nonwasteful use. Under California state law, the SWRCB-DWR regulates
35 the right to use surface water and groundwater through several categories of water rights
36 (Bartkiewicz, Kronick & Shanahan 2006):

- 1 ▪ Riparian water rights allow an owner of land contiguous to a natural stream to
2 divert the naturally available supply for direct use (rather than storage) on that
3 riparian land.
- 4 ▪ Appropriative rights to surface water allow water to be diverted for use on non-
5 riparian land. California adheres to the “first in time, first in right” rule to determine
6 priority with regard to these rights. Appropriative rights are divided into two
7 subcategories:
- 8 – Prior to 1914, there was no comprehensive permit system available to establish
9 appropriative water rights in California. Appropriative rights could be acquired
10 simply by posting or filing a notice, and then diverting and using the water for
11 reasonable, beneficial purposes. The measure of the right was the nature and
12 scope of the use of the water diverted. Pre-1914 appropriative rights require
13 evidence of original use prior to 1914 and continued use thereafter.
- 14 – In 1914, a comprehensive permit system was established in California and all
15 new appropriative uses (both for diversion and storage) subsequent to that year
16 require application to what is now the SWRCB. A post-1914 appropriative water
17 right is granted by the SWRCB only after a public process in which the applicant
18 is required to demonstrate the availability of unappropriated water and the
19 ability to place that water to beneficial use.
- 20 ▪ Prescriptive water rights are created by five years’ open and notorious use of water
21 under a claim of right that is adverse to one or more existing prior rights.

22 TID and SRWA have determined that the Project would benefit from additional flexibility in
23 the water rights available as the basis for TID to deliver water to SRWA. As a result, they are
24 proposing to amend the WSA to include the use of TID’s pre-1914 water rights.

25 ***TID-SRWA Water Sales Agreement***

26 Chapter 2, *Project Description*, of the previously certified EIR disclosed that one Responsible
27 Agency for the Project is the SWRCB-DWR. In June 2018, TID submitted to SWRCB-DWR a
28 petition to authorize the long-term transfer of water to SRWA, use of the infiltration gallery
29 as a point of rediversion, and use of water for M&I purposes. TID plans to transfer up to
30 30,000 acre-feet of water annually under Water Rights License 11058 (Application 14127)
31 to SRWA for use within the cities of Ceres and Turlock, and within TID’s irrigation boundary,
32 through July 28, 2065.

33 A WSA was executed between TID and SRWA for the Regional Surface Water Supply Project
34 on July 28, 2015. The WSA authorizes TID to transfer to SRWA up to a maximum of 30,000
35 acre-feet of water per year under License 11058, which is held jointly by TID and MID. A
36 change of use petition for a portion of TID’s post-1914 water rights was submitted to the
37 SWRCB-DWR on June 29, 2018, and was circulated for public comment from October 24,
38 2018, to November 26, 2018. The petition remains pending and TID is working to resolve
39 protests to the petition. TID and SRWA are now proposing an amendment to the WSA that
40 would allow TID to transfer water pursuant to its pre-1914 water rights.

41 The addition of pre-1914 water rights to the WSA between TID and SRWA would require no
42 physical changes to the Project facilities to be constructed and operated as part of the
43 Regional Surface Water Supply Project (Monier, pers. comm., 2020). In addition, the use of

1 pre-1914 rights would not require TID to petition the SWRCB-DWR for a change in the right
2 or otherwise require authorization from the SWRCB.

3 **Project Operations**

4 Operation of Project facilities is described in Chapter 2, *Project Description*, of the previously
5 certified EIR. No physical changes to Project operations would be associated with delivering
6 pre-1914 water to the Project compared to delivering post-1914 water (Monier, pers. comm.,
7 2020).

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EVALUATION OF ENVIRONMENTAL EFFECTS

The following evaluation assesses the environmental impacts of the proposed modification based on the environmental checklist provided in Appendix G of the CEQA Guidelines. For each environmental topic, the evaluation compares the potential environmental effects that may result from the proposed modification with the evaluation of such activities that is contained in the EIR. For each checklist question, a discussion is provided of the rationale used to determine the significance level of the environmental impact and whether any new effects beyond what was examined in the EIR could occur. The following determinations are used in the checklist:

- ***“No New Impact”*** is used when the analysis concludes that the proposed modification would not affect the particular environmental resource/issue.
- ***“Less than Significant”*** is used when the analysis determines that no substantial adverse change in the environment would result from the proposed modification and no mitigation is needed.
- ***“Less than Significant with Mitigation.”*** This determination is used for two circumstances: (1) for environmental impacts that have the potential to be significant, but for which implementation of identified mitigation measures from the EIR would reduce the severity of such impacts to a less-than-significant level; and (2) for environmental impacts that are identified in the EIR as significant and unavoidable but to which the proposed modification would not make a substantial additional contribution.
- ***“Potentially Significant”*** is used if the analysis concludes there could be a new substantial adverse effect on the environment that was not previously evaluated in the EIR.

3.1 Aesthetics

Would the project modification:

- a. **Have a substantial adverse effect on a scenic vista?**
- b. **Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?**
- c. **Substantially degrade the existing visual character or quality of the site and its surroundings?**
- d. **Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?**

1 No physical changes to the environment would be associated with delivering pre-1914 water
2 to the Project compared to delivering post-1914 water. **No new impact** would result. This
3 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

4 **3.2 Agricultural Resources**

5 Would the project modification:

- 6 **a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance**
7 **(Farmland), as shown on the maps prepared pursuant to the Farmland Mapping**
8 **and Monitoring Program (FMMP) of the California Resources Agency, to**
9 **nonagricultural use?**
- 10 **b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?**
- 11 **c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in**
12 **Public Resources Code section 12220(g)), timberland (as defined by Public**
13 **Resources Code section 4526), or timberland zoned Timberland Production (as**
14 **defined by Government Code section 51104(g))?**
- 15 **d. Result in the loss of forest land or conversion of forest land to non-forest use in a**
16 **manner that will significantly affect timber, aesthetics, fish and wildlife,**
17 **biodiversity, water quality, recreation, or other public benefits?**
- 18 **e. Involve other changes in the existing environment that, because of their location**
19 **or nature, could result in a conversion of Farmland to a nonagricultural use?**

20 No physical changes to the environment would be associated with delivering pre-1914 water
21 to the Project compared to delivering post-1914 water. **No new impact** would result. This
22 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

23 **3.3 Air Quality**

24 Would the project modification:

- 25 **a. Conflict with or obstruct implementation of the applicable air quality plan?**
- 26 **b. Violate any air quality standard or contribute substantially to an existing or**
27 **projected air quality violation?**
- 28 **c. Result in a cumulatively considerable net increase of any criteria pollutant for**
29 **which the project region is a nonattainment area for an applicable federal or state**
30 **ambient air quality standard (including releasing emissions that exceed**
31 **quantitative thresholds for ozone precursors)?**
- 32 **d. Expose sensitive receptors to substantial pollutant concentrations?**
- 33 **e. Create objectionable odors affecting a substantial number of people?**

1 No physical changes to the environment would be associated with delivering pre-1914 water
 2 to the Project compared to delivering post-1914 water. **No new impact** would result. This
 3 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

4 **3.4 Biological Resources**

5 Would the project modification:

- 6 **a. Have a substantial adverse effect, either directly or through habitat modifications,**
 7 **on any species identified as a candidate, sensitive, or special-status species in local**
 8 **or regional plans, policies, or regulations, or by the SRWA or USFWS?**
- 9 **b. Have a substantial adverse effect on any riparian habitat or other sensitive natural**
 10 **community identified in local or regional plans, policies, or regulations, or by**
 11 **CDFW or USFWS?**
- 12 **c. Have a substantial adverse effect on federally protected wetlands as defined by**
 13 **Section 404 of the Clean Water Act (including marshes, vernal pools, and coastal**
 14 **wetlands) through direct removal, filling, hydrological interruption, or other**
 15 **means?**
- 16 **d. Interfere substantially with the movement of any native resident or migratory fish**
 17 **or wildlife species or with established native resident or migratory wildlife**
 18 **corridors, or impede the use of native wildlife nursery sites?**
- 19 **e. Conflict with any local policies or ordinances protecting biological resources, such**
 20 **as a tree preservation policy or ordinance?**
- 21 **f. Conflict with the provisions of an adopted habitat conservation plan (HCP); natural**
 22 **community conservation plan; or other approved local, regional, or state HCP?**

23 No physical changes to the environment would be associated with delivering pre-1914 water
 24 to the Project compared to delivering post-1914 water. **No new impact** would result. This
 25 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

26 **3.5 Cultural Resources**

27 Would the project modification:

- 28 **a. Cause a substantial adverse change in the significance of a historical resource as**
 29 **defined in Section 15064.5?**
- 30 **b. Cause a substantial adverse change in the significance of an archaeological**
 31 **resource as defined in Section 15064.5?**
- 32 **c. Directly or indirectly destroy a unique paleontological resource or site or unique**
 33 **geological feature?**

1 **d. Disturb any human remains, including those interred outside of formal**
2 **cemeteries?**

3 No physical changes to the environment would be associated with delivering pre-1914 water
4 to the Project compared to delivering post-1914 water. **No new impact** would result. This
5 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

6 **3.6 Geology, Soils, and Seismicity**

7 Would the project modification:

8 **a. Expose people or structures to potential substantial adverse effects, including the**
9 **risk of loss, injury, or death involving:**

10 **i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-**
11 **Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area**
12 **or based on other substantial evidence of a known fault? Refer to Division of**
13 **Mines and Geology Special Publication 42.**

14 **ii. Strong seismic ground shaking?**

15 **iii. Seismic-related ground failure, including liquefaction?**

16 **iv. Landslides?**

17 **b. Result in substantial soil erosion or the loss of topsoil?**

18 **c. Be located on a geologic unit or soil that is unstable or that would become unstable**
19 **as a result of the Project and potentially result in an on-site or off-site landslide,**
20 **lateral spreading, subsidence, liquefaction, or collapse?**

21 **d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building**
22 **Code (1994), creating substantial risks to life or property?**

23 **e. Have soils incapable of adequately supporting the use of septic tanks or alternative**
24 **wastewater disposal systems in areas where sewers are not available for the**
25 **disposal of wastewater?**

26 No physical changes to the environment would be associated with delivering pre-1914 water
27 to the Project compared to delivering post-1914 water. **No new impact** would result. This
28 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

29 **3.7 Greenhouse Gas Emissions**

30 Would the project modification:

31 **a. Generate greenhouse gas emissions, either directly or indirectly, that may have a**
32 **significant impact on the environment?**

1 **b. Conflict with an applicable plan, policy or regulation adopted for the purpose of**
2 **reducing the emissions of greenhouse gases?**

3 No physical changes to the environment would be associated with delivering pre-1914 water
4 to the Project compared to delivering post-1914 water. **No new impact** would result. This
5 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

6 **3.8 Hazards and Hazardous Materials**

7 Would the project modification:

8 **a. Create a significant hazard to the public or the environment through the routine**
9 **transport, use, or disposal of hazardous materials?**

10 **b. Create a significant hazard to the public or the environment through reasonably**
11 **foreseeable upset and accident conditions involving the release of hazardous**
12 **materials into the environment?**

13 **c. Emit hazardous emissions or involve handling hazardous or acutely hazardous**
14 **materials, substances, or waste within one-quarter mile of an existing or proposed**
15 **school?**

16 **d. Be located on a site that is included on a list of hazardous materials sites compiled**
17 **pursuant to Government Code Section 65962.5 and, as a result, create a significant**
18 **hazard to the public or the environment?**

19 **e. Be located within an airport land use plan area or, where such a plan has not been**
20 **adopted, be within 2 miles of a public airport or public use airport and result in a**
21 **safety hazard for people residing or working in the study area?**

22 **f. Be located within the vicinity of a private airstrip and result in a safety hazard for**
23 **people residing or working in the study area?**

24 **g. Impair implementation of or physically interfere with an adopted emergency**
25 **response plan or emergency evacuation plan?**

26 No physical changes to the environment would be associated with delivering pre-1914 water
27 to the Project compared to delivering post-1914 water. **No new impact** would result. This
28 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

29 **3.9 Hydrology and Water Quality**

30 Would the project modification:

31 **a. Violate any water quality standards or waste discharge requirements?**

32 **b. Substantially deplete groundwater supplies or interfere substantially with**
33 **groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of**

- 1 the local groundwater table level (e.g., the production rate of pre-existing nearby
2 wells would drop to a level that would not support existing land uses or planned
3 uses for which permits have been granted)?
- 4 c. Substantially alter the existing drainage pattern of the site or area, including
5 through the alteration of the course of a stream or river, in a manner that would
6 result in substantial erosion or siltation on site or off site?
- 7 d. Substantially alter the existing drainage pattern of the site or area, including
8 through the alteration of the course of a stream or river, or substantially increase
9 the rate or amount of surface runoff in a manner that would result in flooding on-
10 site or off-site?
- 11 e. Create or contribute runoff water that would exceed the capacity of existing or
12 planned stormwater drainage systems or provide substantial additional sources of
13 polluted runoff?
- 14 f. Otherwise substantially degrade water quality?
- 15 g. Place housing within a 100-year-flood hazard area, as mapped on a federal Flood
16 Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation
17 map?
- 18 h. Place within a 100-year-flood hazard area structures that would impede or
19 redirect floodflows?
- 20 i. Expose people or structures to a significant risk of loss, injury, or death involving
21 flooding, including flooding as a result of the failure of a levee or dam?
- 22 j. Contribute to inundation by seiche, tsunami, or mudflow?
- 23 No physical changes to the environment would be associated with delivering pre-1914 water
24 to the Project compared to delivering post-1914 water. **No new impact** would result. This
25 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

26 **3.10 Land Use and Planning**

27 Would the project modification:

- 28 a. Physically divide an established community?
- 29 b. Conflict with any applicable land use plan, policy, or regulation of an agency with
30 jurisdiction over the project (including a general plan, specific plan, local coastal
31 program, or zoning ordinance) adopted for the purpose of avoiding or mitigating
32 an environmental effect?
- 33 c. Conflict with any applicable habitat conservation plan or natural community
34 conservation plan?

1 No physical changes to the environment would be associated with delivering pre-1914 water
2 to the Project compared to delivering post-1914 water. **No new impact** would result. This
3 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

4 **3.11 Mineral Resources**

5 Would the project modification:

6 **a. Result in the loss of availability of a known mineral resource that would be of value**
7 **to the region and the residents of the state?**

8 **b. Result in the loss of availability of a locally important mineral resource recovery**
9 **site delineated on a local general plan, specific plan, or other land use plan?**

10 No physical changes to the environment would be associated with delivering pre-1914 water
11 to the Project compared to delivering post-1914 water. **No new impact** would result. This
12 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

13 **3.12 Noise**

14 Would the project modification result in:

15 **a. Exposure of persons to or generation of noise levels in excess of standards**
16 **established in a local general plan or noise ordinance or applicable standards of**
17 **other agencies?**

18 **b. Exposure of persons to or generation of excessive groundborne vibration or**
19 **groundborne noise levels?**

20 **c. A substantial permanent increase in ambient noise levels in the project vicinity**
21 **above levels existing without the project?**

22 **d. A substantial temporary or periodic increase in ambient noise levels in the project**
23 **vicinity above levels existing without the project?**

24 **e. For a project located within an airport land use plan area, or, where such a plan has**
25 **not been adopted, within 2 miles of a public airport or public-use airport, would**
26 **the project expose people residing or working in the project site to excessive noise**
27 **levels?**

28 **f. For a project within the vicinity of a private airstrip, would the project expose**
29 **people residing or working in the project site to excessive noise levels?**

30 No physical changes to the environment would be associated with delivering pre-1914 water
31 to the Project compared to delivering post-1914 water. **No new impact** would result. This
32 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

1 **3.13 Population and Housing**

2 Would the project modification:

- 3 **a. Induce substantial population growth in an area, either directly (e.g., by proposing**
4 **new homes and businesses) or indirectly (e.g., through extension of roads or other**
5 **infrastructure)?**
- 6 **b. Displace a substantial number of existing housing units, necessitating the**
7 **construction of replacement housing elsewhere?**
- 8 **c. Displace a substantial number of people, necessitating the construction of**
9 **replacement housing elsewhere?**

10 No physical changes to the environment would be associated with delivering pre-1914 water
11 to the Project compared to delivering post-1914 water. **No new impact** would result. This
12 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

13 **3.14 Public Services**

14 Would the project modification:

- 15 **a. Result in substantial adverse physical impacts associated with the provision of new**
16 **or physically altered governmental facilities or a need for new or physically altered**
17 **governmental facilities, the construction of which could cause significant**
18 **environmental impacts, in order to maintain acceptable service ratios, response**
19 **times, or other performance objectives for any of the following public services:**
- 20 **i. Fire protection?**
- 21 **ii. Police protection?**
- 22 **iii. Schools?**
- 23 **iv. Parks?**
- 24 **v. Other public facilities?**

25 No physical changes to the environment would be associated with delivering pre-1914 water
26 to the Project compared to delivering post-1914 water. **No new impact** would result. This
27 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

1 **3.15 Recreation**

2 Would the project modification:

- 3 **a. Increase the use of existing neighborhood and regional parks or other recreational**
4 **facilities such that substantial physical deterioration of the facility would occur or**
5 **be accelerated?**
- 6 **b. Include recreational facilities or require the construction or expansion of**
7 **recreational facilities that might have an adverse physical effect on the**
8 **environment?**

9 No physical changes to the environment would be associated with delivering pre-1914 water
10 to the Project compared to delivering post-1914 water. **No new impact** would result. This
11 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

12 **3.16 Transportation/Traffic**

13 Would the project modification:

- 14 **a. Conflict with an applicable plan, ordinance or policy establishing measures of**
15 **effectiveness for the performance of the circulation system, taking into account all**
16 **modes of transportation including mass transit and non-motorized travel and**
17 **relevant components of the circulation system, including but not limited to**
18 **intersections, streets, highways and freeways, pedestrian and bicycle paths, and**
19 **mass transit?**
- 20 **b. Conflict with an applicable congestion management program, including, but not**
21 **limited to level of service standards and travel demand measures, or other**
22 **standards established by the county congestion management agency for**
23 **designated roads or highways?**
- 24 **c. Result in a change in air traffic patterns, including either an increase in traffic**
25 **levels or a change in location that results in substantial safety risks?**
- 26 **d. Substantially increase hazards due to a design feature (e.g., sharp curves or**
27 **dangerous intersections) or incompatible uses (e.g., farm equipment)?**
- 28 **e. Result in inadequate emergency access?**
- 29 **f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle,**
30 **or pedestrian facilities, or otherwise decrease the performance or safety of such**
31 **facilities?**

32 No physical changes to the environment would be associated with delivering pre-1914 water
33 to the Project compared to delivering post-1914 water. **No new impact** would result. This
34 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

1 **3.17 Tribal Cultural Resources**

2 Would the project modification cause a substantial adverse change in the significance of a
3 tribal cultural resource, defined in Public Resources Code Section 21074 as either a site,
4 feature, place, cultural landscape that is geographically defined in terms of the size and scope
5 of the landscape, sacred place, or object with cultural value to a California Native American
6 tribe, and that is:

7 **a. Listed or eligible for listing in the California Register of Historical Resources, or in**
8 **a local register of historical resources as defined in Public Resources Code Section**
9 **5020.1(k)?**

10 **b. A resource determined by the lead agency, in its discretion and supported by**
11 **substantial evidence, to be significant pursuant to criteria set forth in subdivision**
12 **(c) of Public Resources Code Section 5024.1? In applying the criteria set forth in**
13 **subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall**
14 **consider the significance of the resource to a California Native American tribe.**

15 No physical changes to the environment would be associated with delivering pre-1914 water
16 to the Project compared to delivering post-1914 water. **No new impact** would result. This
17 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

18 **3.18 Utilities and Service Systems**

19 Would the project modification:

20 **a. Exceed wastewater treatment requirements of the applicable RWQCB?**

21 **b. Require or result in the construction of new water or wastewater treatment**
22 **facilities or an expansion of existing facilities, the construction of which could**
23 **cause significant environmental effects?**

24 **c. Require or result in the construction of new stormwater drainage facilities or an**
25 **expansion of existing facilities, the construction of which could cause significant**
26 **environmental effects?**

27 **d. Have sufficient water supplies available to serve the Project from existing**
28 **entitlements and resources, or would new or expanded entitlements be needed?**

29 **e. Result in a determination by the wastewater treatment provider that serves or may**
30 **serve the Project that it has inadequate capacity to serve the Project's projected**
31 **demand in addition to the provider's existing commitments?**

32 **f. Be served by a landfill with insufficient permitted capacity to accommodate the**
33 **Project's solid waste disposal needs?**

34 **g. Comply with federal, state, and local statutes and regulations related to solid**
35 **waste?**

1 No physical changes to the environment would be associated with delivering pre-1914 water
2 to the Project compared to delivering post-1914 water. **No new impact** would result. This
3 finding is consistent with the EIR, and the Project would not introduce a new significant effect.

4 **3.19 Mandatory Findings of Significance**

5 a. Does the project modification have the potential to degrade the quality of the
6 environment, substantially reduce the habitat of a fish or wildlife species, cause a
7 fish or wildlife population to drop below self-sustaining levels, threaten to
8 eliminate a plant or animal community, substantially reduce the number or restrict
9 the range of a rare or endangered plant or animal, or eliminate important examples
10 of the major periods of California history or prehistory?

11 b. Does the project modification have impacts that are individually limited but
12 cumulatively considerable? (“Cumulatively considerable” means that the
13 incremental effects of a project are considerable when viewed in connection with
14 the effects of past projects, the effects of other current projects, and the effects of
15 probable future projects.)

16 c. Does the project modification have environmental effects that will cause
17 substantial adverse effects on human beings, either directly or indirectly?

18 No physical changes to the environment would be associated with delivering pre-1914 water
19 to the Project compared to delivering post-1914 water. **No new cumulative impact** would
20 result. This finding is consistent with the EIR, and the Project would not introduce a new
21 significant effect.

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Chapter 4 FINDINGS

1
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3 There will be no significant impact on environmental resources as a result of the proposed
4 modification of including TID's pre-1914 water rights in the WSA between TID and SRWA, as
5 described in the environmental checklist (Chapter 3, *Environmental Analysis*) and as
6 demonstrated by the analysis throughout this Addendum No. 2.

7 No changes to the environment would result from implementation of the proposed
8 modification. Construction and operation of the Project with proposed modification will
9 result in no new significant environmental impacts or impacts more severe than those
10 previously disclosed in the EIR. No new mitigation measures are required to reduce any
11 potentially significant impacts from the proposed modification to a less-than-significant level.

12 In conclusion, SRWA finds that the proposed modification will not result in any previously
13 undisclosed, potentially significant effects on the environment and will not substantially
14 increase the severity of any previously disclosed, potentially significant environmental
15 effects. Furthermore, to the extent the potential for such effects exists, SRWA finds that
16 adherence to and implementation of the conditions of Project approval, as well as adherence
17 to and implementation of the conditions of approval imposed by SRWA through the issuance
18 of the previously adopted Mitigation Monitoring and Reporting Program, will avoid or reduce
19 the potential for such effects to below a level of significance. SRWA has determined that the
20 CEQA review is sufficient and the proposed modification will not require preparation of a
21 subsequent EIR.

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Chapter 5 REFERENCES

1
2

3 Bartkiewicz, Kronick & Shanahan. 2006. A Summary of the California Law of Surface Water
4 and Groundwater Rights. Available at: [https://www.norcalwater.org/wp-](https://www.norcalwater.org/wp-content/uploads/bks_water_rights.pdf)
5 [content/uploads/bks_water_rights.pdf](https://www.norcalwater.org/wp-content/uploads/bks_water_rights.pdf). Accessed April 1, 2020.

6 Monier, Wes. Chief Hydrologist, Turlock Irrigation District. March 25, 2020 – personal
7 communication with Philip Govea of TID regarding project operations.

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Notice of Determination

Appendix D

To:
[] Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

From:
Public Agency: SRWA
Address: 156 South Broadway, Suite 270
Turlock, CA 95307
Contact: Robert Granberg
Phone: (209) 538-5758

[] County Clerk
County of: Stanislaus
Address: 1021 I Street, Suite 101
Modesto, CA 95354

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2017022077

Project Title: Surface Water Supply Project

Project Applicant: Stanislaus Regional Water Authority

Project Location (include county): Stanislaus County, incl. portions of Ceres and Turlock

Project Description:
SRWA certified an EIR in August 2018 and approved the Surface Water Supply Project to operate an existing infiltration gallery to withdraw up to 30,000 acre-feet per year (AFY) in Phase 1 (up to 50,400 AFY at buildout) of water from the Tuolumne River; convey it to a water treatment plant; and convey the treated water to storage facilities in Ceres and Turlock. SRWA has approved Addendum No. 2 to the EIR and determined that adding pre-1914 water rights to the water sales agreement between SRWA and TID, as evaluated in Addendum No. 2, does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

This is to advise that the Stanislaus Regional Water Authority has approved the above ([] Lead Agency or [] Responsible Agency)

described project on April 16, 2020 and has made the following determinations regarding the above (date) described project.

- 1. The project [] will [] will not] have a significant effect on the environment.
2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [] were [] were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [] was [] was not] adopted for this project.
5. A statement of Overriding Considerations [] was [] was not] adopted for this project.
6. Findings [] were [] were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
SRWA offices, 156 South Broadway, Suite 270, Turlock, CA 95380

Signature (Public Agency): Title: General Manager

Date: April 16, 2020 Date Received for filing at OPR: April XX, 2020



Regional Surface Water Supply Project EIR Addendum No. 2

APRIL 16, 2020 BOARD MEETING



Outline

- The Addendum Process
- Proposed Modification to the Project
- Evaluation of Impacts
- Board Actions

The Addendum Process

- SRWA Board certified the EIR for the Regional Surface Water Supply Project in August 2018
- Changes to the project, changed circumstances, or potentially significant new information may require additional environmental review (CEQA Guidelines Sections 15162[1], 15164[a, b])
- If such changes will not result in new or more significant impacts than those disclosed in the EIR and no new mitigation measures are required, an Addendum can be prepared to document the changes
- In this case, the proposed modification is within the scope of the Project covered by the EIR, and no new environmental document is required

Proposed Modification to the Project

- No changes to the Project location, facilities, or operations
- Water rights for the Project are being transferred from Turlock Irrigation District (TID) to SRWA through a Water Sales Agreement (WSA), pending approval from State Water Resources Control Board, Division of Water Rights

Proposed Modification to the Project, cont'd

- TID has multiple water rights on the Tuolumne River:
 - The WSA grants SRWA access to up to 30,000 acre-feet of water regulated under the process put in place in 1914 (“post-1914 water”) – transfer process is underway through the State Water Resources Control Board
 - TID also holds rights to water that it has used since 1900 (“pre-1914 water”) – not subject to State approval
- SRWA and TID are proposing to add TID’s pre-1914 water rights to the WSA as available for transfer
 - No increase in the quantity of water transferred
 - No additional restrictions on operation or additional regulations regarding use

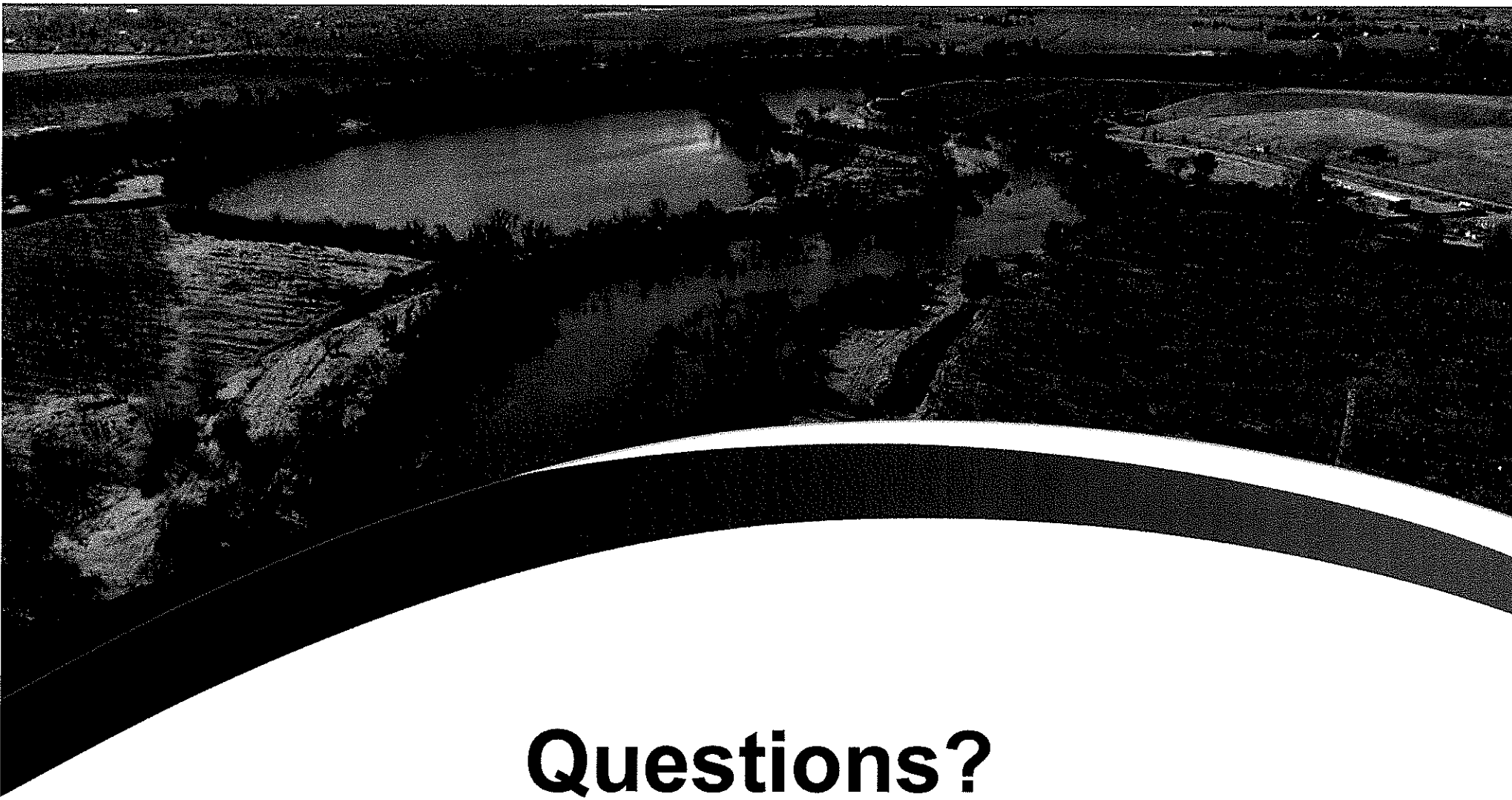
Evaluation of Impacts

- No physical changes to the environment would be associated with delivering pre-1914 water to the Project compared to delivering post-1914 water.
- **No new impacts** would result.

No new or more severe impacts, no new mitigation

Board Actions

- Consider approval of Board Resolution No. 2020-003:
 - Approve Addendum No. 2 to the Regional Surface Water Supply Project EIR (SCH No. 2017022077)
 - Make findings in accordance with Pub. Res. Code 21166 and CEQA Guidelines Sections 15162 and 15164
 - Authorize and direct the General Manager to prepare and file a CEQA Notice of Determination reflecting this determination



Questions?

APRIL 16, 2020





From: Robert Granberg, General Manager

Prepared by: Robert Granberg, General Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the 2015 Water Sales Agreement with Turlock Irrigation District in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign, and implement the amendment

2. DISCUSSION OF ISSUE:

On July 23, 2015, the SRWA approved a Water Sales Agreement (WSA) with the Turlock Irrigation District (District) to transfer up to 30,000 acre-feet annually under a Long-term water transfer of District's post-1914 water rights through a State Water Resources Control Board (SWRCB) petition process.

The District and SRWA are now proposing an amendment to provide flexibility in the delivery of water through the inclusion of the District's pre-1914 water rights as an alternate or additional legal right to support the water delivery to SRWA. The proposed amendment also makes other modifications and updates to satisfy State Revolving Fund (SRF) requirements and reflect changed circumstances since 2015.

Amending the WSA to include pre-1914 water rights will effectively accelerate the design-build procurement which is currently on-hold awaiting SWRCB approval of the post-1914 water rights petition. This amendment also corrects language pertaining to contract termination provisions.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact or budget amendment necessary to approve this amendment. Two expenditures contained in the WSA are budgeted in the current Fiscal Year 2019/20 (FY 19/20) which include the water treatment plant site purchase (WSA Amendment Section 2.11, amending WSA Section 11, subsection (d)) and Infiltration Gallery reimbursement expenditure (WSA Section 7 (d)(1)).

4. GENERAL MANAGER'S COMMENTS:

Recommend approval.

5. ENVIRONMENTAL DETERMINATION:

Addendum No. 2 to the SRWA Surface Water Supply Project Environmental Impact Report was prepared to document SRWA's evaluation of the proposed use of pre-1914 water rights. This analysis concluded that no new effects could occur, and no new mitigation measures would be required for this amendment. The activities are therefore within the scope of the Project covered by the FEIR, and no new environmental document is required.

6. ALTERNATIVES:

Do not approve this amendment; however, extending the time to secure SWRCB approval for the post-1914 water transfer petition would expose SRWA to further design-build procurement and SRF financing risk.

**AMENDMENT NO. 1
TO TID/SRWA WATER SALES AGREEMENT**

THIS AMENDMENT TO AGREEMENT is made this April 16, 2020, between Turlock Irrigation District, a local government agency (**District**), and Stanislaus Regional Water Authority, a joint powers authority (**SRWA**), who agree as follows:

1. Recitals. The parties approve this Amendment with reference to the following background recitals:

1.1. On July 28, 2015, the parties entered into the Water Sales Agreement (the **Agreement**), which is on file in the District and SRWA offices.

1.2. The parties now desire to amend the Agreement to reflect changed circumstances and make other changes and clarifications. Capitalized terms in this Amendment shall have the same meanings as set forth in the Agreement.

2. Amendments to Agreement. The parties amend the Agreement as follows:

2.1. Section 1, subsection (b) is amended to read as follows:

(b) Closing Date - The date on which the Parties close escrow on the purchase and transfer of the treatment plant site pursuant to section 11(d).

2.2. Section 2, subsection (b) (CEQA) is amended by adding the following:

In 2018, after the 2015 approval of the Agreement, SRWA certified the Surface Water Supply Project Final Environmental Impact Report (**EIR**) for the Regional Surface Water Supply Project and approved the Project pursuant to the California Environmental Quality Act and CEQA Guidelines. The approval of this Amendment is consistent with and achieves the purposes as evaluated and approved in the 2018 EIR.

2.3. Section 2, subsections (c) and (d) are amended to read as follows:

(c) Water Rights. District submitted a water right petition to the State Water Resources Control Board (**SWRCB**) for a long-term transfer of a maximum of 17,375 acre feet of water per year of District's post-1914 water rights (SWRCB License 11058) and Water Code section 1735 et seq. to SRWA, to add the District Delivery Facilities as a point of rediversion, and to add municipal and industrial as an authorized purpose of use. District will use commercially reasonable efforts to pursue and process the petition and SRWA will reasonably cooperate in District's request. District retains the sole discretion to (1) determine whether any terms and conditions that the SWRCB may impose pursuant to the change petition are acceptable, (2) and to determine whether Transfer Water will be delivered under the District's pre-1914 water rights, the District's post-1914 water rights, or some combination of both.

(d) SWRCB's Failure to Approve Section 2(c) Petition. In the event that District cannot obtain the SWRCB approval of the License 11058 water right change petition described in section 2(c) on terms and conditions acceptable to District in District's sole discretion, then District will deliver Transfer Water to SRWA under the District's pre-1914 water rights, the District's post-1914 water rights, or some combination of both..

2.4. Section 3, subsection (a) is amended to read as follows:

(a) Sale of Water. Subject to the delivery limitations, the Offset Water requirements, and other terms and conditions of this Agreement, District shall make continuously available to SRWA up to 30,000 acre feet of Transfer Water per year in accordance with section 4. District will make such Transfer Water available to SRWA within the scope of District's water rights as described in section 2(c).

2.5. Section 4, subsection (c) is amended to read as follows:

(c) Measurement of Water Delivered. SRWA will measure all water delivered to SRWA and all water diverted through the District Delivery Facilities but which are delivered to the Ceres Main Canal and not to the SRWA. SRWA will keep and maintain accurate and complete measurement records. SRWA will install, operate, and maintain water metering equipment that are reasonably acceptable to both Parties at all delivery points for water from the District Delivery Facilities to the SRWA and to the District's Ceres Main Canal. The meters shall be examined, tested and serviced regularly by the SRWA to maintain their accuracy in accordance with the meter manufacturer's written recommendations. The District may inspect the metering equipment and the measurement records during regular business hours upon reasonable notice. The SRWA will provide the District with instrumentation output signals for water flow rate and water pressure information at each meter. District retains the right to install reciprocal measuring devices that comply with the same standards and procedures set forth above. Disparities between District and SRWA measurements will be resolved pursuant to Section 12, Resolution of Differences, of this Agreement.

2.6. Section 4, subsection (h) (Curtailment of Delivery for Maintenance Purposes) is deleted.

2.7. Section 4, subsection (k) is amended to read as follows:

(k) The District will pay all reasonable costs associated with obtaining any and all approvals to use Recycled Water for irrigation purposes, whether or not such approvals are issued or obtained, including any attorney and filing fees. District shall obtain all permits necessary from the SWRCB Regional Water Quality Control Board, or any other federal, state, or local government agency with jurisdiction to use Recycled Water for irrigation purposes. SRWA agrees to provide assistance and all relevant and available information to the District for its uses in obtaining these permits. If the District cannot obtain all of the required approvals and permits on

terms and conditions acceptable to the District in the District's sole discretion by the time Transfer Water deliveries commence, SRWA will purchase the undelivered Recycled Water from the District in the same amount per acre foot that the City of Turlock receives for recycled water under the North Valley Regional Recycled Water Program until such approvals and permits are obtained.

2.8. Section 7, subsection (c) is amended to read as follows:

(c) Administration and Fees. District may elect to deliver water under this Agreement pursuant to one or both of the following:

(1) For the License 11058 water right supply option, SRWA will pay all costs associated with filing the water right change petition for and obtaining the long term water transfer from the SWRCB, whether or not the petition is successful. This includes attorney and filing fees, and any costs associated with implementing the water transfer. District will issue monthly billing statements for these costs as they accrue. Payment will be due and payable within thirty (30) days of issuance by the District.

(2) If pre-1914 water is transferred, SRWA will reimburse District for all liabilities and costs, including attorneys' fees, associated with delivering the pre-1914 rights under this Agreement, and defending any claims or challenges to the use of those water rights for purposes of this Agreement, including, but not limited to, any challenge under Water Code sections 1702, 1706, 1725 or stream adjudication. District will issue monthly billing statements for these costs as they accrue. Payment will be due and payable within thirty (30) days of issuance by the District.

2.9. Section 7, subsection (f) is amended to read as follows:

(f) Use of District Delivery Facilities; Cost Sharing. The Parties recognize and agree that the District Delivery Facilities will be used for the following purposes: (1) to divert and deliver the Transfer Water to the SRWA, (2) to divert and deliver water for District agricultural uses, or (3) to divert and deliver water for District agricultural uses if water was ordered by the SRWA pursuant to the Delivery Schedule but cannot be used by the SRWA after the water is released at La Grange Dam because of an emergency or operational problem at the water treatment plant or in the Project's treated water transmission system. Uses (1) and (3) shall cumulatively be called "**SRWA Water Use.**" Use (2) shall be called "**District Water Use.**" Upon SRWA's completion of construction of the District Delivery Facilities, the water diverted and delivered through the District Delivery Facilities will be used initially in the SRWA member agency public water systems and other community water systems within District boundaries that may become SRWA wholesale treated water customers.

Because SRWA initially will have sole use of the District Delivery Facilities, the SRWA shall operate, maintain, and, as necessary, repair and replace the District Delivery Facilities, and pay for 100% of the costs described in subsection (e) (the "**Operating and Maintenance Costs**") until such time that District commences regular District Water Use and there is dual use of the District Delivery Facilities by

both Parties. Once dual use of the District Delivery Facilities has begun, the SRWA's annual share and payment of the Operation and Maintenance Costs shall be calculated as follows: In acre feet, SRWA Water Use divided by the sum of SRWA Water Use and District Water Use pumped through the pump station during the Year with the resulting quotient expressed as a percentage. The total annual Operation and Maintenance Costs shall be multiplied by the resulting quotient expressed as a percentage. The product shall be the percentage share of annual Operation and Maintenance Costs payable by the SRWA. SRWA shall invoice District for the remaining percentage share of Operation and Maintenance Costs for District Water Use and District will pay any such invoice to SRWA pursuant to the budget and billing provisions set forth below. SRWA shall begin implementing the budget, billing, and collection procedures in subsection (g) when and after District commences regular District Water Use and there is dual use of the District Delivery Facilities by both Parties and shared Operation and Maintenance Costs.

2.10. Section 9, subsection (a) is amended to read as follows:

(a) Rate Sufficiency Covenant. SRWA covenants and agrees to bill and collect payments from the SRWA member agencies for the water provided to the Project sufficient to provide revenues adequate to meet its obligations under this Agreement.

2.11. Section 11, subsection (d) is amended to read as follows:

(d) Ownership of Real Property. District agrees to sell the treatment plant site, subject to a reservation of such easements for the District's pipelines to the treatment plant from the pump station and from the treatment plant to the Ceres Main Canal, to the SRWA at a sales price of \$1,436,674.00 payable to the District. Upon execution of Amendment No. 1 to the TID/SRWA Water Sales Agreement by both Parties, the Parties shall proceed expeditiously to open escrow with a mutually acceptable title company and to process and close escrow on the purchase and transfer of the site. The Parties agree that should the treatment plant not be completed by 2028, the District will have the option to require SRWA to reconvey the treatment plant site to the District at the sales price of \$1,436,674.00. A legal description and parcel map of the treatment plant site is attached hereto as Exhibit "A" and incorporated herein by reference. SRWA will acquire such additional lands and/or easements to complete, operate and maintain the treatment plant and treated water delivery pipelines and facilities.

3. No Effect on Other Provisions. Except for the amendments in Section 2, the remaining provisions of the Agreement are unaffected and remain in full force and effect.

TURLOCK IRRIGATION DISTRICT

STANISLAUS REGIONAL WATER AUTHORITY

By: _____
General Manager

By: _____
General Manager

Attest:

Secretary

Attest:

Secretary

Approved as to form:

General Counsel

Approved as to form:

General Counsel



From: Robert Granberg, General Manager

Prepared by: Richard Shanahan, General Counsel

1. ACTION RECOMMENDED:

Resolution: Adopting a resolution authorizing acquisition of the water treatment plant site from Turlock Irrigation District

2. DISCUSSION OF ISSUE:

In 2015, the Stanislaus Regional Water Authority (SRWA) and Turlock Irrigation District (TID) approved a Water Sales Agreement concerning the sale and delivery of raw water to SRWA and other matters. The parties are in the process of approving Amendment No. 1 to modify the agreement.

The planned water treatment plant site is owned by TID. Section 11(d) of the agreement (as amended) provides that the "District agrees to sell the treatment plant site, subject to a reservation of such easements for the District's pipelines to the treatment plant from the pump station and from the treatment plant to the Ceres Main Canal, to the SRWA at a sales price of \$1,436,674.00 payable to the District. Upon execution of Amendment No. 1 to the TID/SRWA Water Sales Agreement by both Parties, the Parties shall proceed expeditiously to open escrow with a mutually acceptable title company and to process and close escrow on the purchase and transfer of the site." The site is a 47.9-acre parcel located near the new wet well facility.

Section 7(d) of the agreement requires SRWA to pay to TID the sum of \$739,442 at closing to reimburse TID for SRWA's share of the previously-constructed infiltration gallery.

Acquiring the treatment plant site is an essential step toward implementing the regional water supply project. Staff therefore recommends that the Authority proceed with site acquisition. A resolution has been prepared that would authorize the General Manager to take actions for the acquisition, purchase, closing, and recording of conveyance documents as necessary or appropriate to acquire the treatment plant site.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The treatment plant site sales price is \$1,436,674 together with the reimbursement payment of \$739,442, for a total cost of \$2,176,116. Approval of the action would authorize this payment together with other customary and reasonable transactions and

closing fees and costs and title insurance premium. These costs have been included in the current year's budget.

4. GENERAL MANAGER'S COMMENTS:

Recommend approval of the proposed resolution.

5. ENVIRONMENTAL DETERMINATION:

The acquisition and development of the treatment plant site have been included as part of the project description in the 2018 SRWA Surface Water Supply Project Final Environmental Impact Report. Adoption of the resolution is consistent with and covered by the final EIR.

6. ALTERNATIVES:

Do not approve the site acquisition at this time, which would delay project implementation. The evaluation and selection of an alternate site likely would require preparation of a supplemental EIR.



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF ADOPTING A
 RESOLUTION AUTHORIZING ACQUISITION
 OF THE WATER TREATMENT PLANT SITE
 FROM TURLOCK IRRIGATION DISTRICT**

}
 }
 }
 }
 }

RESOLUTION NO. 2020-

WHEREAS, Stanislaus Regional Water Authority and Turlock Irrigation District have approved the Water Sales Agreement, as to be amended by Amendment No. 1; and

WHEREAS, section 11(d) of the agreement provides that the “District agrees to sell the treatment plant site, subject to a reservation of such easements for the District’s pipelines to the treatment plant from the pump station and from the treatment plant to the Ceres Main Canal, to the SRWA at a sales price of \$1,436,674.00 payable to the District. Upon execution of Amendment No. 1 to the TID/SRWA Water Sales Agreement by both Parties, the Parties shall proceed expeditiously to open escrow with a mutually acceptable title company and to process and close escrow on the purchase and transfer of the site”; and

WHEREAS, section 7(d) of the agreement requires SRWA to pay to TID the sum of \$739,442 at closing to reimburse TID for SRWA’s share of the previously-constructed infiltration gallery; and

WHEREAS, the Board desires to authorize its officers and staff to proceed with the acquisition, closing, and recording of conveyance documents as necessary or appropriate to acquire the water treatment plant site.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Stanislaus Regional Water Authority as follows:

1. The General Manager or his designee is authorized and directed to take all steps and actions on behalf of the Authority deemed necessary or advisable to acquire the water treatment plant site from TID in accordance with the terms of Water Sales Agreement section 11(d), including (a) open escrow, (b) approve and sign escrow and transaction related agreements, certificates, instructions, forms, and documents, (c) pay the purchase price, infiltration gallery reimbursement, and other customary and reasonable transaction and closing fees and costs and title insurance premium, (d) close the transaction, and (e) accept and record the deed conveying the site.

2. Pursuant to Government Code section 27281, the Board authorizes the General Manager to approve, accept, and consent to the recordation of a deed to the

treatment plant site, and to approve and execute a certificate of acceptance accepting the deed.

PASSED AND ADOPTED at a special meeting of the Board of the Stanislaus Regional Water Authority this 16th day of April 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary



From: Robert Granberg, General Manager

Prepared by: Richard Shanahan, General Counsel

1. ACTION RECOMMENDED:

Motion: Approving the TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign, and implement the lease

2. DISCUSSION OF ISSUE:

The Regional Surface Water Supply Project raw water infiltration gallery, pump station, and pipelines from the pump station to the water treatment plant (and related facilities) will be located on lands owned or controlled (under easement) by Turlock Irrigation District (District or TID). The 2015 Water Sales Agreement with TID refers to these improvements and facilities as the District Delivery Facilities and it provides that the District Delivery Facilities will be constructed by SRWA but owned by TID.

Since TID owns or controls the lands where the District Delivery Facilities will be located, SRWA desires to obtain a lease over the TID property to authorize SRWA and its contractor to install and construct the District Delivery Facilities. TID and SRWA therefore have negotiated a proposed TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project.

The purpose of the lease is to convey leasehold rights in the District Delivery Facilities and underlying real property to SRWA in order to facilitate SRWA's construction, operation, and maintenance of the facilities that will be located on the TID property. The lease would expire in 2065. There would be no separate rent paid under the lease. Rather, the water payments to be made by SRWA under the Water Sales Agreement would constitute consideration for the lease. The proposed lease contains standard and commercially reasonable lease terms, including SRWA payment of fees, charges, etc. relating to its use of the property; SRWA compliance with applicable law and regulations; indemnity; and, insurance.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with approving the lease.

4. GENERAL MANAGER'S COMMENTS:

Recommend approval.

5. **ENVIRONMENTAL DETERMINATION:**

The approval of the lease would authorize construction of the project-related improvements that are included as part of the project description in the Final Environmental Impact Report (FEIR). This action therefore is consistent with and covered by the FEIR.

6. **ALTERNATIVES:**

Do not approve the lease at this time. Since TID owns or controls the subject real property, there are no practicable and cost-effective alternatives to the proposed lease with TID.

**TID/SRWA LEASE CONCERNING DISTRICT DELIVERY FACILITIES FOR
REGIONAL SURFACE WATER SUPPLY PROJECT**

THIS LEASE (**Lease**) is entered into this _____, 2020 between Turlock Irrigation District, a California irrigation district (**District**), and Stanislaus Regional Water Authority, a joint powers authority (**SRWA**), who agree as follows:

1. Recitals. The parties make this Lease with reference to the following background recitals:

1.1. District owns or controls (under easement) certain land and rights of way situated in the County of Stanislaus, California, shown and described on the attached Exhibit A (the **Property**).

1.2. In 2015, the parties approved the July 28, 2015 Water Sales Agreement, as later amended (the **Water Agreement**). The Water Agreement provides for the parties to coordinate on SRWA's development, construction, operation, and maintenance of its planned Regional Surface Water Supply Project (**Project**), the construction and shared use of raw water intake and delivery facilities, and the delivery and sale of raw water by District to SRWA. The Water Agreement further provides for SRWA to design, construct, operate and maintain the water intake and delivery facilities.

1.3. For purposes of this Lease the "**District Delivery Facilities**" mean the raw water infiltration gallery, wet well, raw water pump station, pipelines to the SRWA water treatment plant and to an outfall structure at District's Ceres Main Canal, related meters and ancillary facilities located on or to be located on the Property and including all real property rights (including but not limited to fee ownership interests and easements) held by the District for those facilities. The District Delivery Facilities and related rights are shown and described on Exhibit A. District Delivery Facilities also include any new, reconstructed, rehabilitated, and replacement improvements. The purpose of this Lease is to convey leasehold rights in the District Delivery Facilities and underlying real property, together with such appurtenant rights, privileges, and easements, to SRWA in order to facilitate SRWA's design, financing, construction, operation, and maintenance of the District Delivery Facilities to be located on the Property.

1.4. In 2001-2003, District constructed a water-intake infiltration gallery on the Property and partly in the riverbed of the adjacent Tuolumne River. In 2018-20, SRWA constructed a wet well facility to tie into the preexisting infiltration gallery. The District Delivery Facilities include the pre-existing infiltration gallery and the wet well facility.

2. Lease of District Delivery Facilities. District leases to SRWA, and SRWA leases from District, the District Delivery Facilities on and subject to the terms, covenants, and conditions set forth in this Lease.

3. Term

3.1. The term of this Lease (the **Term**) shall begin on the effective date of this Lease (the date first set forth above) and terminate on July 28, 2065, unless sooner terminated or extended as provided in this Lease or by the mutual written consent of the parties.

3.2. This Lease may be terminated before expiration of the Term in any one of the following ways: (a) by mutual agreement of the parties, expressed in writing; (b) by SRWA upon giving to District at least one-year prior written notice of termination; or (c) by District, for cause, pursuant to sections 18-19.

3.3. On expiration or earlier termination of this Lease, SRWA at its cost promptly will (a) surrender and deliver the District Delivery Facilities to District in as good condition as it was in at the commencement of the Lease, excepting ordinary wear and tear, and (b) remove all SRWA-owned supplies, furnishings, furniture, and other personal property from the District Delivery Facilities. Any real property improvements or fixtures made, constructed, installed, or placed on the District Delivery Facilities by SRWA or its contractor or agent during the Term shall on expiration or earlier termination of this Lease become the property of District and remain on the Property. District may consider any personal property left on the Property to be abandoned and may keep it or dispose of it in any manner allowed by law.

4. Rent. There will be no separate rent paid by SRWA to District for use of the District Delivery Facilities. The payments required under the Water Agreement will constitute consideration for the lease of the District Delivery Facilities.

5. Taxes, Assessments, and Fees. SRWA will pay, and hold the District and the District Delivery Facilities free and harmless from, all of the following: (a) fees, charges, and assessments for any SRWA-ordered utilities and services to the District Delivery Facilities; (b) taxes, assessments, and other charges levied or imposed by any governmental entity on the equipment, material, appliances, and other personal property placed or used by SRWA in, on, or about the District Delivery Facilities; (c) real property taxes, assessments, and standby charges levied or assessed against the District Delivery Facilities by a governmental entity as a result of SRWA's use of the District Delivery Facilities, including taxes on any taxable possessory interest created by this Lease; and (d) any other fees or charges levied or imposed by a federal, state, or local government agency, utility company, or service provider as a result of SRWA's use of the District Delivery Facilities. All such fees, charges, taxes and assessments will be paid as they become due and payable, but in any event before they become delinquent. However, if District commences regular use of the District Delivery Facilities for District water deliveries and there is dual use of the District Delivery Facilities by both Parties, then the foregoing taxes, assessments, fees, and charges shall be considered "operation and maintenance costs" as that phrase is used in the Water Agreement and District shall be responsible for its share of any such taxes, assessments, fees, or charges in accordance with the terms of the Water Agreement.

6. Quiet Enjoyment. District covenants that, upon performance and observance by SRWA of all of its terms, covenants, and conditions under the Lease, SRWA shall peaceably hold and quietly enjoy the District Delivery Facilities during the entire Term without hindrance,

molestation, or interruption by District or by anyone lawfully or equitably claiming by, through or under District.

7. Use. SRWA shall have the right to use the District Delivery Facilities for the design, construction, use, operation, maintenance, repair, improve, and replacement of the District Delivery Facilities and for any other lawful purpose relating to the design, construction, operation, or maintenance of the Project; however, in no event shall SRWA use the District Delivery Facilities for any purpose or use that in any manner causes, creates, or results in a public or private nuisance.

8. Title to Buildings and Improvements/Surrender Obligations

8.1. Title during Term. During the Term, the District Delivery Facilities shall be owned by District, subject to SRWA's leasehold right to possess, design, construct, operate, and maintain the District Delivery Facilities for the purposes described in Section 7. Upon expiration or earlier termination of this Lease, title to all such property, buildings, structures and improvements shall pass to and vest in District without cost or charge.

8.2. District Request for Documents. At District's option, SRWA, on termination of this Lease, shall execute and deliver any and all assignments, quitclaim deeds, and other documents that in District's reasonable judgment may be necessary or appropriate to transfer, evidence, or vest in District clear title to the District Delivery Facilities at the time of such termination.

9. Improvements, Changes, Alterations, Demolition and Replacement

9.1. SRWA Construction, etc. Rights. Subject to Sections 10 and 11 and the District's prior written approval, which shall not be unreasonably refused, SRWA shall have the right at any time during the Term to construct, install, reconstruct, rehabilitate, improve, repair, demolish, and replace the District Delivery Facilities and the related structures, buildings, improvements, fixtures, and equipment as necessary or appropriate for the Project, including demolition of any orchard trees or improvements located on the Property. The District shall own all such new, reconstructed, rehabilitated, and replacement improvements and such improvements shall be considered part of the District Delivery Facilities for purposes of this Lease. By approving this Lease, the District approves the type and scope of District Delivery Facilities to be constructed by SRWA pursuant to the terms of its proposed design-build contract and contract appendices (which have been made available to the District).

9.2. Construction Work Standards. All construction and improvement work on the District Delivery Facilities shall be performed in a good and workmanlike manner, and shall comply with all applicable federal, state and local (including District) laws, codes and other permit requirements. SRWA shall keep the District Delivery Facilities free and clear from any and all liens, stop notices, claims, and demands for work performed, materials furnished, or operations conducted on the District Delivery Facilities. SRWA shall indemnify and hold District and the District Delivery Facilities free, clear and harmless from any claims, liens, demands, charges, encumbrances, or litigation arising directly or indirectly out of any use, occupancy or activity of SRWA, or out of any work performed,

material furnished, or obligations incurred by SRWA, in, upon, or about the District Delivery Facilities.

9.3. **District's Reservation of Rights for Second Infiltration Gallery.** District and Modesto Irrigation District have jointly proposed to the Federal Energy Regulatory Commission to install a second infiltration gallery just upstream of the existing infiltration gallery. If the second infiltration gallery is approved and constructed, then District will need to use portions of the District Delivery Facilities' property rights to install and locate the new facilities, including but not limited to any new pipelines. District therefore reserves such property rights as may be reasonably needed for the District to install, operate, and maintain a second infiltration gallery and related pipeline(s) and facilities, so long as it does not unreasonably interfere with SRWA's construction, use, operation, or maintenance of the District Delivery Facilities. Any second infiltration gallery and related pipeline(s) shall not be considered part of the District Delivery Facilities.

10. Permits, Licenses, Etc. When SRWA needs District approval for a particular improvement and after such approval has been given, District will from time to time during the Term execute and deliver all applications for permits, licenses, or other authorizations relating to the District Delivery Facilities required by any city, county, state, or federal authorities, or required in connection with the construction, reconstruction, repair or alteration of any structures, buildings, or improvements now or hereafter constituting a part of the District Delivery Facilities. District will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of county, city, and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, cable, telecommunications, gas, and other facilities and utilities reasonably required for the improvement, use, and occupancy of the District Delivery Facilities.

11. Maintenance and Governmental Regulations

11.1. **SRWA Maintenance.** SRWA shall keep and maintain all structures, buildings, and improvements now or hereafter located on or within the District Delivery Facilities and all appurtenances in good and neat order and repair and shall allow no nuisances to exist or be maintained relating to the District Delivery Facilities. SRWA shall likewise keep and maintain the grounds, sidewalks, roads, and parking and landscaped areas in good and neat order and repair.

11.2. **Compliance with Law.** SRWA shall comply with and implement all applicable federal, state and local (including District) laws, ordinances, rules, regulations, orders, permits and licenses relating to the District Delivery Facilities and their use (as the same may be amended from time to time). SRWA also must possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to use the District Delivery Facilities (except that the District shall be responsible for District water right permit compliance).

12. Damage or Destruction

12.1. Risk of Loss. SRWA shall bear all risk of loss to the District Delivery Facilities, including any structures, buildings, furnishings, equipment, and other improvements constructed, installed, furnished, or placed on the District Delivery Facilities by SRWA.

12.2. Destruction or Damage. If the District Delivery Facilities are destroyed or significantly damaged by fire, flood, or other casualty, then District and SRWA shall jointly evaluate and determine whether to repair and restore the District Delivery Facilities. If District and SRWA jointly agree to repair and restore the District Delivery Facilities, then the parties shall proceed with the work in accordance with the repair/restoration terms as agreed to by the parties. If SRWA desires to repair and restore the District Delivery Facilities, but District and SRWA within 60 days following the date of the damage or destruction do not agree on repair/restoration terms or if District decides not to pursue repair and restoration, then SRWA within 120 days following the date of the damage or destruction may notify District in writing that SRWA will proceed to repair and restore the District Delivery Facilities. If SRWA elects to repair and restore the District Delivery Facilities, then SRWA will proceed to repair and restore the District Delivery Facilities in such a manner as to restore the delivery of raw water to SRWA's water treatment plant, and SRWA will diligently proceed to complete the repair and restoration; however, SRWA's repair and restoration work will not include the repair or restoration of any of District's separate damaged facilities or improvements (i.e., facilities that are not part of the District Delivery Facilities). If SRWA does not notify District about its election to repair and restore the District Delivery Facilities within 120 days following the date of the damage or destruction, or if within that 120-day period SRWA notifies District that it will not repair and restore the District Delivery Facilities, then this Lease will terminate at the end of the 120-day period.

13. Assignment and Subletting. SRWA will not sublet, assign, or otherwise transfer this Lease, or any right or interest in this Lease, without first obtaining the written consent of District, which District will not unreasonably withhold.

14. Insurance

14.1. General Requirements. SRWA at its sole cost and expense must procure and maintain for the Term the following types and limits of insurance or self-insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$5,000,000 per occurrence	At least as broad as ISO CG 0001
Broad form property damage and fire coverage	At least 90% of the replacement cost of the buildings, structures, improvements, and equipment on or within the District Delivery Facilities	
Professional liability coverage relating to the design of the District Delivery Facilities	\$1,000,000 per claim	

SRWA may delay procuring the property insurance until after SRWA accepts as complete the first structure or building to be constructed under this Lease. The general liability policy must be endorsed to name District, its officers, employees, and agents as additional insureds regarding liability arising out of the use of the District Delivery Facilities. SRWA's coverage will be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, will be excess and will not contribute with SRWA's insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to District. SRWA may procure the professional liability insurance coverage through the insurance to be required and maintain by the SRWA design-build contract contractor.

14.2. **Builder's Risk.** During the period of the construction of any structure or building improvements upon the Property, SRWA or its contractor shall at SRWA's sole expense obtain and keep in force builder's risk insurance, insuring SRWA and District (and such other parties as SRWA may designate) as an additional insured against all risks of physical loss or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the District Delivery Facilities under improvement.

14.3. **Proof of Insurance.** SRWA agrees to provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing the insurance required by this Section 13; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. The insurance coverage required under this Lease shall not be canceled, modified, reduced, or otherwise materially changed, except upon 30 days prior written notice to District.

15. Indemnity

15.1. SRWA shall indemnify, defend, protect, and hold harmless District, and its officers, employees, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of SRWA's use of the District Delivery Facilities and caused by any negligent act or omission, willful misconduct, violation of law, or violation of this Lease of or by SRWA or its employee, officer, invitee, agent or contractor, except where caused by District's sole negligence or willful misconduct or as otherwise limited by law.

15.2. District shall indemnify, defend, protect, and hold harmless SRWA, and its officers, employees, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the pre-Lease condition of the Property or the violation of law or violation of this Lease of or by District or its employee, officer, invitee, agent or contractor, except where caused by SRWA's sole negligence or willful misconduct or as otherwise limited by law.

15.3. The parties' obligations under this indemnification provision will survive the termination or expiration of this Lease.

16. Eminent Domain

16.1. Whole Taking. If the whole of the District Delivery Facilities are taken by any public or quasi-public authority under the power or threat of eminent domain, or if a substantial portion of the District Delivery Facilities are taken so as to materially impair SRWA's contemplated use of the District Delivery Facilities and frustrate SRWA's purpose in entering into this Lease (as reasonably determined and declared by SRWA), then, in either of such events, this Lease shall terminate at the time of such taking. Any just compensation, damages, or other payment for the taking of the District Delivery Facilities shall be split between the parties with 80% paid to SRWA and 20% paid to District.

16.2. Partial Taking. If less than the whole of the District Delivery Facilities are taken by any public or quasi-public authority under the power or threat of eminent domain and this Lease is not terminated, then SRWA shall promptly reconstruct and restore the District Delivery Facilities (with respect to the portion of the District Delivery Facilities not taken under eminent domain) with the same general quality and character as existed prior to such taking. Any just compensation, damages, or other payment for the taking of the District Delivery Facilities shall be applied to the costs of reconstruction and restoration of the District Delivery Facilities by SRWA. The remainder of the just compensation, if any, after reconstruction and restoration shall be divided between District and SRWA in the manner provided in Section 15.1 above.

17. District's Right of Inspection. District may, at any reasonable time and from time to time during the Term, enter upon the District Delivery Facilities for the purpose of inspecting the structures, buildings, or improvements now or hereafter located on the District Delivery Facilities and for such other purposes as may be necessary or proper for the reasonable protection of its interests. Except in the case of an emergency, any such entry shall be made during normal business hours and upon at least 24 hours' prior notice to SRWA.

18. Default. Upon failure of either party to perform any obligation under this Lease, the aggrieved party shall send a written notice of default specifying the nature of the default, and a demand for performance to the nonperforming party. If the nonperforming party does not remedy its failure within 30 days of receipt of notice, or the parties have not agreed on a plan to cure the default within that time, then either party may invoke the procedures specified in Section 18. Upon any default by the District or SRWA, the liable party shall pay to the other party all costs incurred because of the default, including attorney's fees, investigation costs, and other reasonable costs of implementing the default provisions. Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this Lease.

19. Resolution of Differences

19.1. Dispute Resolution. This Section 18 shall apply to all disputes arising out of or relating to this Lease. The parties shall attempt in good faith to resolve any dispute promptly by negotiation between the District General Manager and the SRWA General Manager.

19.2. **Binding Arbitration.** If the District and SRWA are unable to reach an agreement after discussions under subsection 18.1 within 90 calendar days after the date of the initial Managers' meeting on the dispute, either party may serve the other with a request for binding arbitration under the Arbitration Rules (**Rules**) of the American Arbitration Association (**AAA**) by a single arbitrator. The demand must set forth the nature of the dispute and the claim or relief sought. If the District and SRWA cannot agree on a person to serve as the arbitrator, the dispute shall be submitted to one neutral arbitrator selected from the panels of arbitrators of the AAA. To this end, the parties agree to select the arbitrator from a panel of five arbitrators offered by AAA by alternate strikes. The party who served the request for binding arbitration shall strike first. The District and SRWA agree that they will faithfully observe the Rules and will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the Rules, discovery will be permitted and the provisions of the California Code of Civil Procedure Section 1283.05 are incorporated herein, unless the Parties agree otherwise. The District and SRWA consent to the jurisdiction of the courts of Stanislaus County, California, for the confirmation, correction or vacation of any arbitration award. The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator will have no power to award punitive damages or other damages not measured by the party's actual damages against any party. This limitation of the arbitrator's powers under this Lease shall not operate as an exclusion of the issue of punitive damages from this Lease to arbitrate sufficient to vest jurisdiction in a court with respect to that issue. The arbitrator's award will be deemed final, conclusive and binding to the fullest extent allowed by California law, and may be entered as a final judgment in court.

20. No Merger

20.1. There shall be no merger of the leasehold estate created by this Lease with any other estate in the District Delivery Facilities, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the District Delivery Facilities, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until District and SRWA approve a written instrument effecting such merger and duly record the same.

20.2. No termination of this Lease shall cause a merger of the estates of District and SRWA, unless District so elects and any such termination shall, at the option of District, either work a termination of any sublease in effect or act as an assignment to District of SRWA's interest in any such sublease.

21. Covenants Run With Land; Memorandum of Lease

21.1. **Run with Land.** The terms, covenants, and conditions in this Lease are and shall be deemed to be covenants running with the District Delivery Facilities and shall bind and inure to the benefit of District and SRWA and their respective successors and assigns. All references in this Lease to "SRWA" or "District" shall be deemed to refer to and include successors and assigns of SRWA or District, respectively, without specific mention of such successors or assigns.

21.2. Memorandum of Lease. Contemporaneously with the execution of this Lease, District and SRWA will execute and acknowledge for recordation in the Official Records of Stanislaus County a Memorandum of Lease in the form of the attached Exhibit B.

22. Estoppel Certificates. SRWA or District, as the case may be, will execute, acknowledge and deliver to the other or to any lender, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) whether there are then existing any charges, offsets or defenses against the enforcement by District of any agreement, covenant or condition hereof on the part of SRWA to be performed or observed (and, if so, specifying the same), and (c) whether there are then existing any defaults by SRWA in the performance or observance by SRWA of any agreement, covenant or condition on the part of SRWA to be performed or observed and whether any notice has been given to SRWA of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the District Delivery Facilities or any part thereof.

23. General Provisions

23.1. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Lease supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Lease, except those other documents that may be expressly referenced in this Lease.

23.2. Construction and Interpretation. The parties agree and acknowledge that this Lease has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Lease. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Lease.

23.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Lease will not be deemed a waiver with respect to any subsequent default or matter. No payment by one party to the other party under this Lease will be considered or construed to be an approval or acceptance of any work or a waiver of any breach or default.

23.4. Remedies Not Exclusive. The remedies provided in this Lease are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. A party's exercise of any remedy under this Lease will not prejudice or affect the enforcement of any other remedy.

23.5. Severability. If any part of this Lease is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, so long as the rights and obligations of the parties are not materially and adversely affected.

23.6. No Third Party Beneficiaries. This Lease does not create and shall not be construed to create any third party beneficiary. This Lease is for the sole benefit of the parties who sign the Lease (and their permitted transferees and assignees), and no other person or entity has enforceable rights or remedies under the Lease.

23.7. Further Assurances and Cooperation. In order to carry out and give full effect to this Lease, each party will use all reasonable efforts to provide such information, sign and deliver such further instruments and documents, and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Lease and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Lease. The parties will reasonably cooperate with each other to carry out the purpose and intent of this Lease, including providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this Lease.

23.8. Amendment. This Lease may be modified or amended only by a later writing approved and signed by all parties.

23.9. Governing Law. This Lease will be interpreted, governed by, and construed under the laws of the State of California, without giving effect to any conflict of law principles.

23.10. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Lease must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:	SRWA:
General Manager Turlock Irrigation District 333 East Canal Drive Turlock, CA 95380 mareimers@tid.org	General Manager Stanislaus Regional Water Authority 156 South Broadway, Suite 270 Turlock, CA 95380 granbergassociates@gmail.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other

party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party(ies) of the change in the manner provided above.

TURLOCK IRRIGATION DISTRICT

STANISLAUS REGIONAL WATER AUTHORITY

By: _____
General Manager

By: _____
General Manager

Attest:

Attest:

Secretary

Secretary

Approved as to form:

Approved as to form:

General Counsel

General Counsel

EXHIBIT A
Depiction and Description of District Delivery Facilities and Affected Real Property

EXHIBIT B
Memorandum of Lease

MEMORANDUM OF LEASE

Recording Requested By and
When Recorded Return To:

Stanislaus Regional Water Authority
156 South Broadway, Suite 270
Turlock, CA 95380

THIS MEMORANDUM OF LEASE (**Memorandum**) is entered into this _____, 2020 between Turlock Irrigation District, a California irrigation district (**District**), and Stanislaus Regional Water Authority, a joint powers authority (**SRWA**), who agree as follows:

1. Recitals. The parties approve this Memorandum with reference to the following background recitals:

1.1. On or about _____, 2020 District and SRWA entered into the TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project (**Lease**), pursuant to which District leased to SRWA and SRWA leased from District the real property and facilities more particularly depicted and described in the attached Exhibit A (**District Delivery Facilities**).

1.2. District and SRWA desire to approve, sign, and record this Memorandum to provide constructive notice of SRWA's rights under the Lease to all third parties.

2. Term. District leases the District Delivery Facilities to SRWA for a term commencing on _____, 2020 and ending on July 28, 2065, unless sooner terminated or extended as provided in the Lease or by the mutual written consent of the parties.

3. Lease Terms. This lease of the District Delivery Facilities to SRWA is made pursuant to the terms of the Lease, which is incorporated in this Memorandum by reference.

4. Covenants Run with Land. The terms, covenants, and conditions in this Memorandum and the Lease are and shall be deemed to be covenants running with the land and shall bind and inure to the benefit of District and SRWA and their respective successors and assigns; subject, however, to the provisions of the Lease on assignment.

5. Governing Law. This Memorandum and the Lease are governed by California law.

TURLOCK IRRIGATION DISTRICT

STANISLAUS REGIONAL WATER AUTHORITY

By: _____
General Manager

By: _____
General Manager

Attest:

Attest:

Secretary

Secretary

Approved as to form:

Approved as to form:

General Counsel

General Counsel

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

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

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

[attach Exhibit A, Depiction and Description of District Delivery Facilities and Affected Real Property]

**EXHIBIT A
LEGAL DESCRIPTION**

WATER TREATMENT PLANT PARCEL

All that certain real property situate, lying, and being a portion of that certain parcel of land described in the Grant Deed to Rodney Beard and Virginia Beard, recorded August 19, 1994 as Instrument No. 94082327, Stanislaus County Records, commonly known as Assessor's Parcel No. 018-006-002, lying in the west half of Section 2, Township 4 South, Range 10 East, Mount Diablo Base and Meridian, being more particularly described as follows:

COMMENCING at the south $\frac{1}{4}$ corner of said Section 2, thence northerly, along the north-south $\frac{1}{4}$ section line, North $0^{\circ}04'38''$ East 1533.54 feet, to the southeasterly corner of the aforementioned Beard Parcel, also being on the northerly line of the of the Turlock Irrigation District Ceres Main Canal, said point being the **POINT OF BEGINNING** of this description; thence, along the southerly line of said Beard Parcel and the northerly line of said Ceres Main Canal, South $78^{\circ}11'02''$ West 81.76 feet; thence, parallel with, and 80.00 feet west (measured at a right angle) of the east line of said Beard Parcel, North $00^{\circ}04'38''$ East 414.65 feet; thence North $77^{\circ}06'05''$ West 237.38 feet; thence North $75^{\circ}48'12''$ West 50.95 feet, to the beginning of a curve, concave to the south, having a radius of 295.00 feet, and a central angle of $49^{\circ}52'42''$; thence, along the arc of said curve, 256.81 feet; thence South $54^{\circ}19'06''$ West 246.25 feet; thence South $51^{\circ}35'56''$ West 292.30 feet; thence South $49^{\circ}54'08''$ West 106.47 feet; thence South $82^{\circ}06'37''$ West 9.20 feet; thence North $07^{\circ}52'53''$ West 688.63 feet; thence South $88^{\circ}25'07''$ West 30.18 feet, to an angle point on the westerly boundary of said Beard Parcel; thence, along the westerly and northerly boundary of said Beard Parcel, the following five (5) courses:

- 1) North $07^{\circ}52'53''$ West 803.65 feet; thence
- 2) North $33^{\circ}25'28''$ East 439.15 feet; thence
- 3) North $49^{\circ}50'18''$ East 217.57 feet; thence
- 4) North $88^{\circ}24'35''$ East 527.96 feet; thence
- 5) South $67^{\circ}15'25''$ East 461.54 feet,

to a point on the aforementioned north-south $\frac{1}{4}$ section line; thence, along said north-south $\frac{1}{4}$ section line, also being along the easterly boundary of said Beard Parcel, South $00^{\circ}04'38''$ West 1842.38 feet, to the point of beginning.

Containing a total of 47.90 acres, more or less.

SUBJECT TO:

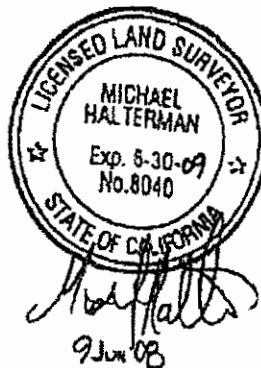
And easement for ingress/egress over the following described portion of the parcel described above:

COMMENCING at the south $\frac{1}{4}$ corner of said Section 2, thence northerly, along the north-south $\frac{1}{4}$ section line, North $0^{\circ}04'38''$ East 1533.54 feet, to the southeasterly corner of the aforementioned Beard Parcel, also being on the northerly line of the of the Turlock Irrigation District Ceres Main Canal, said point being the POINT OF BEGINNING of this description; thence, along the southerly line of said Beard Parcel and the northerly line of said Ceres Main Canal, South $78^{\circ}11'02''$ West 81.76 feet; thence, parallel with, and 80.00 feet west (measured at a right angle) of the east line of said Beard Parcel, North $00^{\circ}04'38''$ East 414.65 feet; thence South $89^{\circ}55'22''$ East 80.00 feet, to a point on the easterly boundary of said Beard Parcel; thence, along said easterly boundary, South $00^{\circ}04'38''$ West 397.80 feet, to the point of beginning.

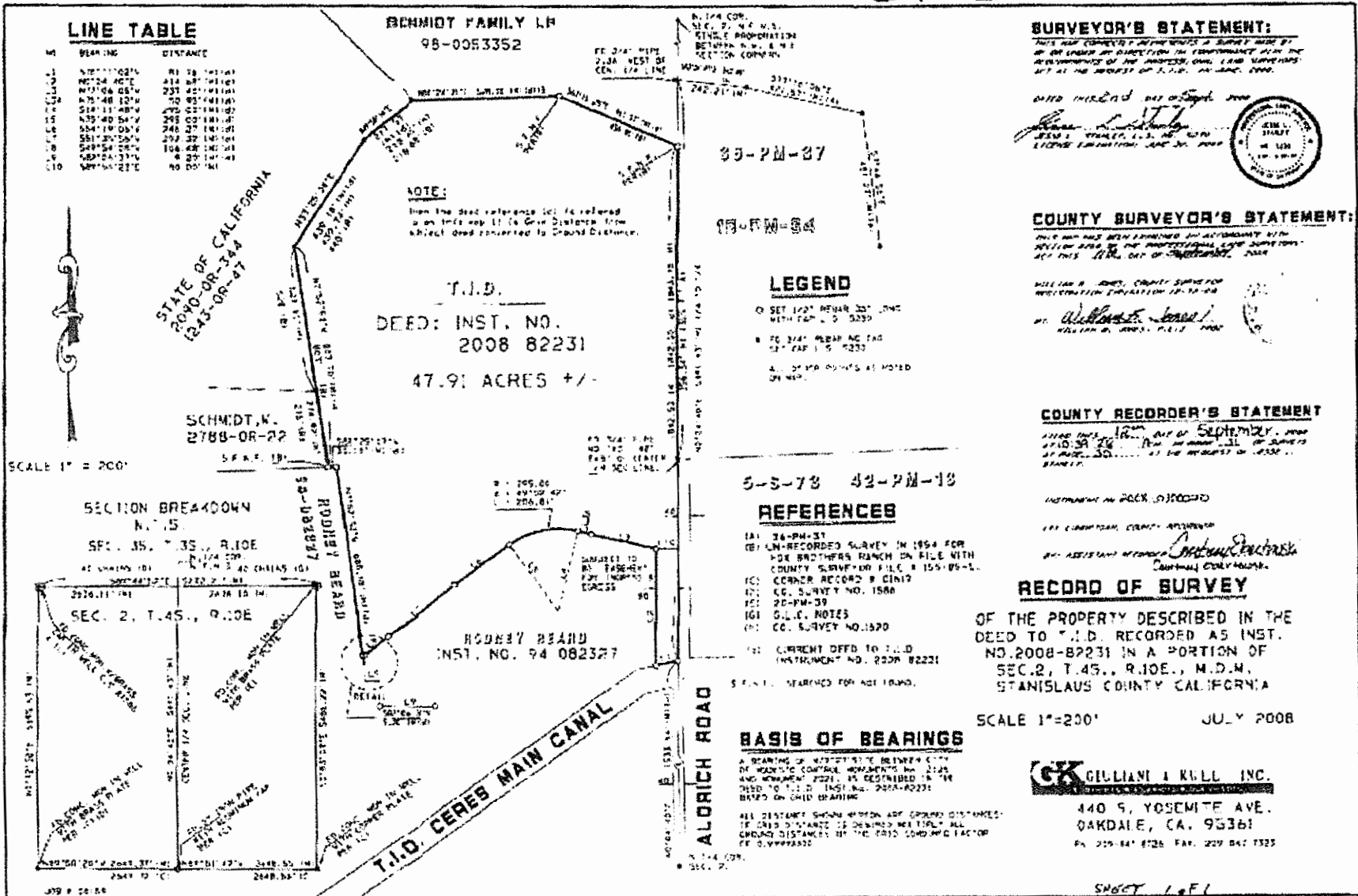
Containing a total of 0.75 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North $79^{\circ}27'51''$ East as calculated from City of Modesto GPS Control Network Survey, filed for record in Book 22 of Surveys, at Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.



31 S 30



LINE TABLE

LINE	BEARING	DISTANCE
1	N 77° 11' 02" W	81.38
2	N 2° 24' 40" E	214.88
3	N 71° 04' 05" W	231.42
4	N 75° 48' 12" W	70.93
5	S 18° 11' 48" W	270.22
6	N 35° 40' 54" W	265.03
7	S 54° 19' 05" W	248.07
8	S 51° 30' 55" W	272.32
9	S 49° 54' 28" W	194.48
10	S 83° 04' 37" W	4.22
11	S 89° 54' 27" E	40.00

SCHMIDT FAMILY LP
98-0053352

N. 1/4 COR.
SEC. 2, T. 45 N.,
R. 10E
KINDLE PROPORTION
BETWEEN S.W. & N.E.
SECTION CORNERS

SURVEYOR'S STATEMENT:

THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AS THE SURVEYOR OF S.T.D. ON JAN. 2008.

DATED THIS 20th DAY OF JANUARY 2008

James L. Stanley
JAMES L. STANLEY, L.S. No. 10319
LICENSE EXPIRES 12/31/2011



COUNTY SURVEYOR'S STATEMENT:

THIS SURVEY HAS BEEN EXAMINED AND APPROVED WITH REFERENCE TO THE PROFESSIONAL LAND SURVEYORS ACT AND THE ACTS OF 1907 AND 1931.

WILLIAM B. JONES, COUNTY SURVEYOR
REGISTRATION EXPIRES 12-31-08
William B. Jones
WILLIAM B. JONES, P.L.S. No. 1000

COUNTY RECORDER'S STATEMENT

THIS INSTRUMENT WAS FILED IN THE OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 16, 2008 AT 10:30 AM. IT IS THE 30th DAY OF SEPTEMBER, 2008.

INSTRUMENT NO. 2008-0300000
FILED IN STANISLAUS COUNTY ARCHIVES
BY ASSISTANT RECORDER *Christine Peterson*
COUNTY CLERK/RECORDER

RECORD OF SURVEY

OF THE PROPERTY DESCRIBED IN THE DEED TO T.J.D. RECORDED AS INST. NO. 2008-82231 IN A PORTION OF SEC. 2, T. 45 N., R. 10E., M.D.M., STANISLAUS COUNTY CALIFORNIA

SCALE 1"=200' JULY 2008

CK GILLIANI & KULL, INC.

440 S. YOSEMITE AVE.
OAKDALE, CA. 95361
PH. 209-847-8726 FAX. 209-847-1325

LEGEND

- SET 1/2" REBAR 30" LONG WITH CAP 1" Ø 5039
- 70 3/4" REBAR NO. 43 WITH CAP 1" Ø 5039
- ▲ ALL OTHER POINTS AS NOTED ON MAP.

REFERENCES

- (1) 34-PM-31
- (2) UN-RECORDED SURVEY IN 1954 FOR THE BROTHERS RANCH ON FILE WITH COUNTY SURVEYOR FILE # 155-09-1.
- (3) CORNER RECORD # 61817
- (4) CO. SURVEY NO. 1588
- (5) 20-PM-39
- (6) S.L.C. NOTES
- (7) CO. SURVEY NO. 1520
- (8) CURRENT DEED TO T.J.D. INSTRUMENT NO. 2008-82231

BASIS OF BEARINGS

A BEARING OF 147° 27' 15" BETWEEN CORNERS OF ADJACENT CORNER MONUMENTS No. 2125 AND MONUMENT 2221, AS DESCRIBED IN THE DEED TO T.J.D. INST. NO. 2008-82231 BASED ON GRID BEARING.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE CURVE DISTANCE IS SHOWN HEREIN. ALL GROUND DISTANCES IN THIS SURVEYING FACTOR OF 0.999999332.

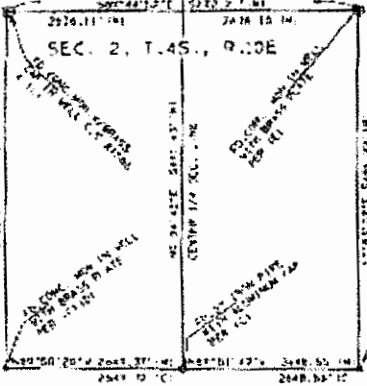
NOTE:
From the deed reference to 'A' referred to on this map is to 'A' Great Distance from which deed reverted to Ground Distance.

T.J.D.
DEED: INST. NO.
2008 82231
47.91 ACRES +/-

SCALE 1" = 200'

SECTION BREAKDOWN N. 15.

SEC. 35. T. 35 N., R. 10E

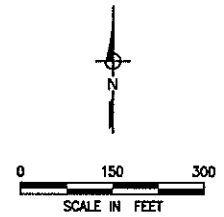
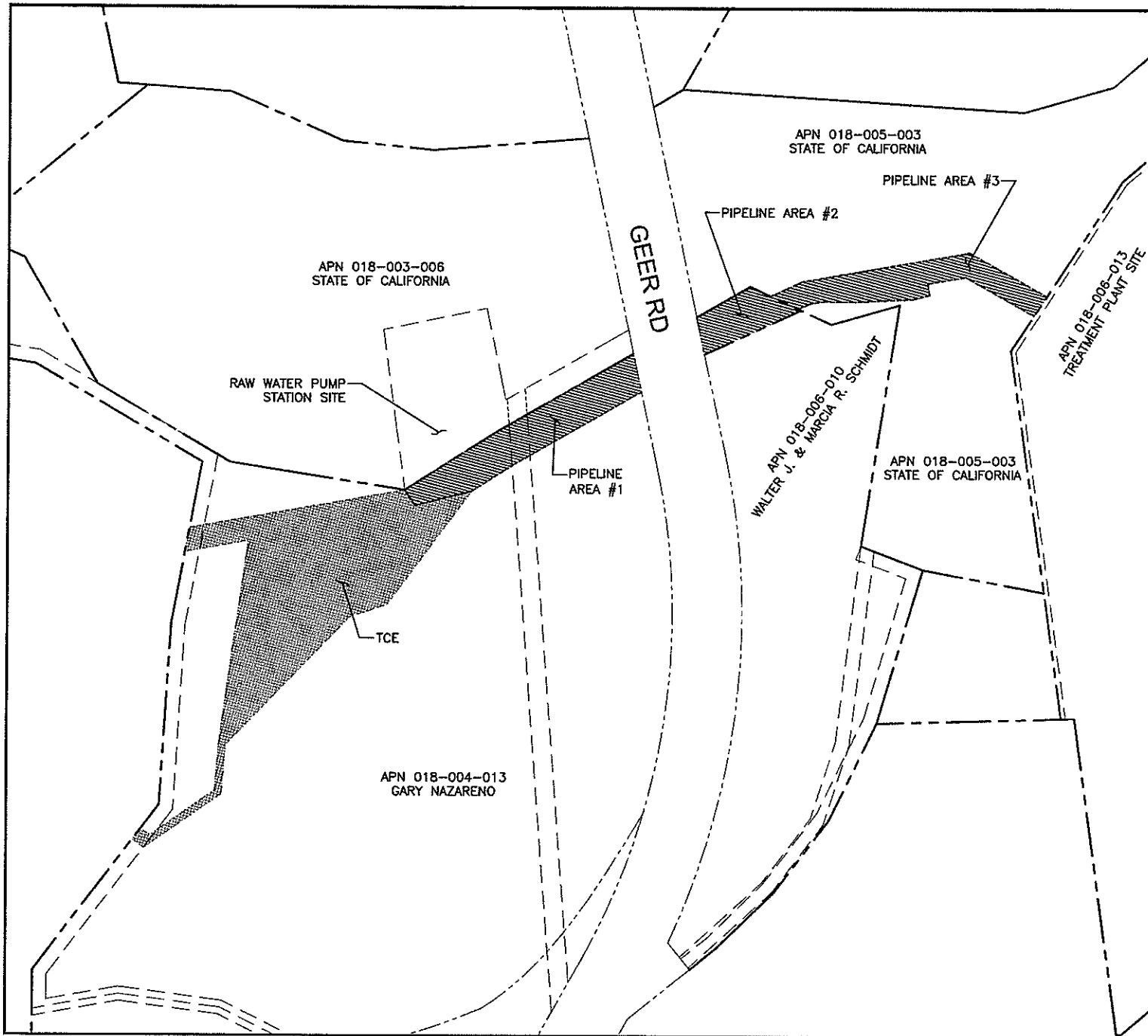


HONEY BEARD
INST. NO. 94 082327

T.J.D. CERES MAIN CANAL

ALORICH ROAD

31 S 30






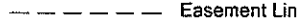

- LEGEND**
-  Temporary Construction Easement (TCE)
 -  Raw Water Pipeline Right-of-Way
 -  Property Line
 -  Easement Line
 -  Public ROW



Figure 1
District Delivery Facilities
Stanislaus Regional Water Authority
Surface Water Supply Project