

DIRECTORS

RICH MCGOWAN, President
STEVE KOEHNEN, Vice President
RAYME ANTONOWICH, Secretary
ANDREW MENDONCA, Treasurer
BILL CHANCE
CRAIG KNIGHT
BRIAN MORI
JAMES PAIVA
TODD TURLEY



OFFICERS

TOVEY GIEZENTANNER
General Manager

ATTORNEY

JOE HUGHES
Klein DeNatale Goldner

**REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE TUSCAN WATER DISTRICT**

AGENDA

**Wednesday, April 15, 2026 @ 9:00 a.m.
Butte County Association of Governments (BCAG) Board Room
326 Huss Drive, Chico, California 95928**

TUSCAN WATER DISTRICT (TWD) REGULAR BOARD MEETING

1. Call to Order & Pledge of Allegiance
2. Public Comment. Members of the public may address the Board on any matter not already listed below. The Board cannot act at this meeting on requests made under this section of the agenda.

REGULAR AGENDA

3. Board Meeting Minutes for March 18, 2026
Recommendation: Review and Take Appropriate Action
4. General Manager Agreement Approval
Recommendation: Review and Take Appropriate Action
5. Finances & Payment of the Bills
Recommendation: Review and Take Appropriate Action
6. 2026-27 Budget Approval
Recommendation: Review and Take Appropriate Action
7. May 2026 Board Meeting Date Change
Recommendation: Discuss and Take Appropriate Action

COMMUNICATIONS AND REPORTS

8. General Manager Report & Updates (Information Only)
 - a. Vina GSA – April 8, 2026 Meeting
 - b. Rock Creek Reclamation District – April 9, 2026 Meeting (Attachment included)
 - c. Form 700s
 - d. Key Upcoming Topics for May:
 - i. 2026-27 County Assessment Process Update
 - ii. 2026 Elections Process & Next Steps
 - iii. Domestic Well Mitigation Program & Well Ordinance Update Processes
 - iv. GSP Plan Evaluation Process

- e. Other issues for June or July:
 - i. South Vina Extension Project.
 - ii. Durham Mutual Water Company Irrigation Main Conditions and Upgrade Recommendations.
 - iii. Caltrans / Highway 99 Drainage Project.
 - iv. Water Transfer Policy.
 - v. Demand Reduction Strategies Project results.

9. Board Member Announcements, Reports and/or Requests for Future Agenda Topics

CLOSED SESSION

PUBLIC EMPLOYMENT (Govt. Code Section 54957.)
Title: General Counsel

ADJOURNMENT

NOTES

In compliance with the American with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services, to participate in this meeting, please email info@tuscanwaterdistrict.org by Noon the day prior to this meeting.

Written material distributed during a public meeting will be available for public inspection at the meeting, if prepared by the district or a member of its legislative body, or after the meeting if prepared by some other person. Any materials related to an item on this Agenda are available for public inspection online at <https://www.tuscanwaterdistrict.org/>.

**TUSCAN WATER DISTRICT
Board Meeting Minutes – March 18, 2026**

DATE: March 18, 2026

TIME: 9:00 a.m.

LOCATION: Butte County Association of Governments (BCAG) Board Room, 326 Huss Drive, Chico, California 95928

Directors Present: Rich McGowan, Steve Koehnen, Rayme Antonowich, Andrew Mendonca, Bill Chance, Craig Knight, Brian Mori, James Paiva, Todd Turley

Staff Present: Tovey Giezentanner, General Manager; Joe Hughes, Legal Counsel (via remote video; departed following closed session)

Others Present: Joe Turner, Geosyntec; Mike van den Enden, Geosyntec; Kamie Loeser, Christina Buck, Joanne Kidd, Anne Dawson, Susan Schraeder, Jim Graydon

1. Call to Order & Pledge of Allegiance

President McGowan called the meeting to order at 9:00 a.m. President McGowan led the Board and attendees in reciting the Pledge of Allegiance.

President McGowan noted that Legal Counsel Hughes had joined remotely but would have limited availability and indicated that the Board would move to closed session once Counsel Hughes was prepared to participate.

2. Public Comment

No public comment was received.

3. Approval of Board Meeting Minutes — February 18, 2026

The Board considered the minutes from the February 18, 2026 Board meeting for approval. Director McGowan identified one correction: the reference to Joe Connell should reflect his role as a past UC Cooperative Extension Service representative, not as the Agricultural Commissioner.

Action: Motion by Director Mori, seconded by Director Antonowich, to approve the February 18, 2026 Board meeting minutes as corrected. Motion carried unanimously.

4. Finances and Payment of Bills

Three invoices were presented separately for Board consideration.

- **Joe Hughes, Legal Counsel:** \$2,908.00.

Action: Motion by Director Knight, seconded by Director Antonowich, to approve payment. Motion carried unanimously.

- **Giezentanner and Associates:** \$7,500.00.

Action: Motion by Director Turley, seconded by Director Knight, to approve payment. Motion carried unanimously.

- **Provost and Pritchard:** \$1,206.00 for preliminary work performed in January on the Rock Creek/Keeper Slough report. GM Giezentanner confirmed the firm is continuing work under a total contract amount of \$10,000.00.

Action: Motion by Director Mori, seconded by Director Koehnen, to approve payment. Motion carried unanimously.

Closed Session

Prior to convening closed session, President McGowan requested that the public be excused. Legal Counsel Hughes participated remotely.

The Board reconvened to open session approximately 10:00 a.m. President McGowan stated that there were two items discussed in closed session and directed Counsel Hughes to contact GM Giezentanner to negotiate a pending item on behalf of the Board. President McGowan stated there was nothing further to report out at that time.

5. Cash Management Account Structure

GM Giezentanner presented an organizational chart and supporting narrative of the proposed cash management account structure for the District, including how funds would flow from the County's special benefit assessment process and, potentially, future grant awards. Board questions:

- **FDIC Coverage.** Director Chance raised a question regarding FDIC insurance coverage, noting that deposits exceeding \$250,000 would not be fully insured. President McGowan noted the intent was to keep the main checking account balance below that threshold, with the bulk of funds held in the investment account. GM Giezentanner confirmed the District would operationalize a practice of keeping the main checking account balance under \$250,000, except potentially in connection with a large project.
- **Authorized Signers.** Director Turley asked for clarification regarding authorized signers, noting that other districts sometimes authorize all board members to sign in order to ensure two signatures can always be obtained. GM Giezentanner confirmed that the resolution could be amended to align the authorized signers with the existing NorCal National Bank account setup. Director Antonowich recalled that the existing account was structured to allow all officers of the Board to sign. GM Giezentanner agreed to confirm the existing account language with NorCal National Bank and ensure the resolution language was consistent.

Two resolutions were presented for adoption: (1) a resolution regarding the segregation and accounting of grant funds, and (2) a resolution regarding the authorization for the establishment and management of a grant investment account. Both resolutions were subject to the amendment discussed above regarding authorized signers.

Action: Motion by Director Mori, seconded by Director Mendonca, to approve both resolutions as amended to align authorized signer language with the existing NorCal National Bank account structure. Motion carried unanimously.

Action Item: GM Giezentanner to confirm authorized signer language with NorCal National Bank and ensure consistency with the adopted resolutions on cash management.

No public comment.

6. 2026-27 Budget Planning

GM Giezentanner presented an overview of budget planning for fiscal year 2026–27 (packet pages 23–27) and a draft budget framework for 2026–27.

Director Turley indicated he had comments on the draft and preferred to work through the details rather than adopt the framework as presented. He proposed forming a focused ad hoc committee to work with the General Manager and return to the full Board with a recommendation at the next meeting.

President McGowan called for volunteers. Director Antonowich and Director Turley volunteered to serve on the budget ad hoc committee. President McGowan indicated he would also participate.

The Board received the information and directed that a Budget Ad Hoc Committee — consisting of Directors Antonowich, Turley, and President McGowan — work with the General Manager to develop a 2026–27 budget recommendation for consideration at the next regular meeting.

No public comment.

7. Presentation — Groundwater Recharge Enhancement / Dry Well Technology

Joe Turner of Geosyntec, a hydrogeologist, presented on groundwater recharge enhancement (GREF) technologies, including the use of dry wells and related infiltration features.

Presenter Background. Mr. Turner described his extensive experience in hydrogeology, with particular relevance to local groundwater recharge work. He noted his prior involvement with the Tuscan recharge project and current work assisting Butte County on its groundwater recharge project. He referenced career-long familiarity with dry well technology, beginning with well abandonment projects at UC Agricultural Stations dating to 1989 and evolving into active recharge applications. He is currently engaged on a dry well pilot project for the City of Stockton’s Delta Water Treatment Plant and has collaborated with organizations such as River Partners and Ducks Unlimited on dual-use pond recharge strategies. Mr. Turner noted that Geosyntec authored the State Water Board’s guidance document on dry wells, developed primarily around stormwater management applications in the Los Angeles basin.

Terminology and Regulatory Framework. Mr. Turner recommended reframing the terminology from “dry wells” to GREF to avoid regulatory and public-perception complications. He explained that under U.S. EPA classification, a dry well — defined as any injection feature deeper than it is wide — qualifies as a Class V Underground Injection Control (UIC) well, requiring registration with EPA rather than a formal permit. He clarified that if a vertical recharge feature is constructed in close proximity to the groundwater table, the State Water Board is likely to treat it as direct injection, requiring a Waste Discharge Requirements (WDR) permit. Features maintaining adequate soil separation — such as infiltration trenches or tile drains — are more likely to be viewed analogously to infiltration ponds and may not require a WDR. However, any project using treated water will require a WDR regardless of design. He

emphasized that even when permitting may not be required, water quality evaluation should remain a project priority.

Technology Types. Mr. Turner described several related recharge enhancement approaches:

- Dry wells / vertical injection features: Perforated casing driven to depth, often gravel-filled, used to bypass low-permeability surface soils and reach more permeable subsurface strata.
- French drains / infiltration trenches: Gravel-filled trenches serving a similar function horizontally; common in other regions but less prevalent locally.
- Tile drains: Originally used to remove shallow groundwater; now being evaluated in reverse — introducing water beneath root zones in agricultural settings to avoid orchard damage while achieving recharge.

Reasons to Use These Technologies. Mr. Turner outlined several scenarios where recharge enhancement features are preferable to conventional infiltration ponds: where permeable soils are located too deep for cost-effective pond excavation; where available land area is insufficient for pond construction; in agricultural settings where surface flooding would damage orchards; for flood reduction and stormwater management benefits; and for water quality improvement through soil filtration.

Site Assessment and Data Needs. Mr. Turner outlined the initial data requirements for evaluating a potential recharge enhancement site, including geology and hydrogeology, available land and site constraints, water source characteristics, conveyance, timing, water rights, and permitting. He noted that a target infiltration rate of approximately one foot per day is considered excellent by SGMA standards, with half a foot per day as a practical lower threshold. Sediment was identified as the primary operational concern, as excessive sediment loading causes clogging. Mr. Turner recommended the SGMA Data Viewer and GeoTracker as primary online resources for preliminary site assessment.

Geophysical Screening. Mr. Turner described the use of Airborne Electromagnetic (AEM) survey data as a first-cut screening tool for identifying candidate recharge areas within a basin, noting that AEM is not definitive and should be followed by finer-resolution investigation such as TTEM geophysical surveys, permeability testing, water quality sampling, and installation of monitoring wells.

City of Stockton — Delta Water Treatment Plant Case Study. Mr. Turner described an active project for the City of Stockton where a feasibility study concluded that surface soils in the upper fifteen feet were insufficiently permeable to support the target recharge volume of 30,000 acre-feet per year. The adopted solution combines shallow pond construction excavated to approximately three to four feet with large-diameter gravel-filled French drains extending approximately fifteen feet below the pond bottom, reaching a more permeable subsurface zone. The groundwater table at the site is approximately fifty to sixty feet deep, providing adequate separation. The project encompasses approximately seventy acres across multiple ponds, with a target infiltration rate of one foot per day. Mr. Turner noted a design tradeoff: his preferred approach would have incorporated a central perforated pipe within the gravel-filled trench to allow for rehabilitation, but the constructed design uses gravel-only trenches, which will perform well for an estimated fifteen to twenty years before requiring full excavation and re-gravel when clogging occurs.

Board Questions.

- **VOC Plumes.** Director Chance raised a question regarding the presence of volatile organic compound (VOC) plumes on the west side of Chico and how groundwater recharge activities can be conducted without exacerbating contamination. Mr. Turner responded that the key analytical question is whether recharge activity would negatively affect the behavior or remediation of an existing plume. He noted that in some cases, introducing clean water can dilute contamination rather than worsen it. He described a specific project site where recharge is occurring into an aquifer above the level of the known plume, with approximately twenty feet of separation, and noted that Comanche Creek acts as a hydraulic barrier between the project site and the contaminated zone.
- **Levee Height.** Director Mendonca asked about the height of levees constructed around infiltration fields. Mr. Turner clarified that dry well and tile drain systems do not require levees, as the infrastructure is installed below grade, and that berm height for infiltration ponds is a site-specific engineering calculation.
- **ASR vs. Dry Wells.** Director Mori raised the distinction between aquifer storage and recovery (ASR) wells and dry wells. Mr. Turner explained that a conventional ASR well involves direct injection and extraction from the same well — capable of very high volumes but requiring WDRs and distinct maintenance considerations. He noted that dry wells can become functionally equivalent to injection wells if their depth brings them into direct contact with the groundwater table.
- **Minimum Separation.** Director Turley asked about the minimum required separation between a dry well and the groundwater surface. Mr. Turner responded that the water boards generally expect at least twenty to thirty feet of separation, though guidance continues to evolve. He advised operators to consult directly with their applicable regional water board.
- **Stockton Design Details.** President McGowan asked about the depth of the recharge features and the location of the permeable zone at the Stockton site. Mr. Turner provided the requested explanations.
- **Managed Aquifer Recharge Opportunity.** Director Mori expressed appreciation for the presentation, stating that managed aquifer recharge — particularly given the layered geology of the North State — represents a significant opportunity on both sides of the Sacramento River, and acknowledged that the presentation demonstrated a pragmatic framework for addressing water quality concerns while achieving recharge objectives.

Reference Materials. Mr. Turner concluded by summarizing reference links provided in the final slide, including the IRWC dry well fact sheet, OEAH dry well regulation guidelines, the Geosyntec/State Water Board guidance document, the Elk Grove Prop 84 dry well project example, the Mustang Creek pilot study, and a conference presentation addressing dry wells and other recharge approaches. Mr. Turner also noted an additional recharge-focused conference is scheduled at the end of March 2026.

No public comments were received. No formal action was taken on this item.

8. General Manager Report

8A. Vina Groundwater Sustainability Agency (GSA) Update

- *SGM Implementation Grant:* GM Giezentanner provided an update on the Vina GSA and Tuscan Water District's role within that structure. He explained that the Vina GSA received a SGMA grant approximately two years ago and has been actively working to deploy those funds across a range of projects and study areas. The grant period is scheduled to conclude at the end of March 2026, with limited extensions available for certain items.
- *TWD Update to Vina GSA:* GM Giezentanner noted that Tuscan Water District had not previously provided a formal update to the Vina GSA since the GSA's formation. At the Vina GSA's request, he presented to the Vina GSA Board at its March 11, 2026 meeting on behalf of Tuscan Water District and provided two documents:
 - A high-level summary of the categories of activity TWD has been pursuing
 - A governance overview describing what TWD is designed to do, what it can and cannot do under LAFCO conditions, and how projects will move forward.

8B. Ad Hoc Committee Updates

GM Giezentanner presented informational updates on the two ad hoc committees, noting that no Board action was required. Both ad hoc committees met on March 11, 2026.

- **Surface Water Ad Hoc Committee.** The committee had been tasked with reviewing the draft final surface water feasibility analysis. One set of comments was received from Director Mendonca. GM Giezentanner indicated that he intended to consolidate all final comments by March 20, 2026, and noted that the analysis is in generally good shape, though he remained open to receiving additional comments from Board members.
- **Recharge Ad Hoc Committee.** The committee discussed the Rock Creek Keeper Slough flood mark concept evaluation being prepared by Provost and Pritchard. The firm had provided a good initial work product and received feedback from the committee requesting certain adjustments. Provost and Pritchard are currently incorporating that feedback, with a revised product expected within one to two weeks.

No formal action was taken.

8C. Form 700 Filing Reminder

GM Giezentanner provided an informational reminder regarding the annual Form 700 (Statement of Economic Interests) filing requirement. He indicated that he would print the prior year's Form 700 for any Board members who had not yet completed the current year's form and would personally follow up to ensure completion and signature before the April 1, 2026 deadline.

No formal action was taken.

8D. Caltrans / Highway 99 Drainage Project

GM Giezentanner reported that TWD staff met with Caltrans District Three regarding a planned project involving drainage pipes under Highway 99. Caltrans has indicated it intends to raise the roadway and route runoff into lateral ditches discharging into Keeper Slough. GM Giezentanner expressed concern that this approach is inadequate given the volume of water involved and noted

that TWD is exploring alternative Caltrans funding sources — potentially accessed through BCAG — that would allow for land acquisition to address the drainage and recharge issue.

8E. Upcoming Topics — April and May 2026 Meetings

GM Giezentanner provided a forward-looking overview of anticipated agenda items for the April and May 2026 Board meetings:

- 2026-27 Budget finalization
- Plan Evaluation and Amendment process
- Domestic Well Mitigation Program and Well Ordinance Update processes; Director McGowan requested the Board be kept informed and expressed interested in Board participation.
- Water Transfer Policy
- Demand Reduction Strategy reports
- 2026 Board elections, anticipated for discussion as the Board approaches the May and June timeframe, with elections scheduled for November 2026

No formal action was taken.

9. Board Member Announcements, Reports, and Requests for Future Agenda Items

The following items were identified as areas of interest by board members:

- South Vina Extension: President McGowan expressed interest in receiving an update on this item.
- Durham Mutual Water Company (DMWC) Irrigation Main Conditions Assessment and Upgrade Recommendations: President McGowan requested an update on recent meetings related to this project.
- Caltrans / Highway 99 Drainage Project: GM Giezentanner reported that TWD staff met with Caltrans District Three regarding a planned project involving drainage pipes under Highway 99. Caltrans has indicated it intends to raise the roadway and route runoff into lateral ditches discharging into Keeper Slough. GM Giezentanner expressed concern that this approach is inadequate given the volume of water involved and noted that TWD is exploring alternative Caltrans funding sources — potentially accessed through BCAG — that would allow for land acquisition to address the drainage and recharge issue and mitigate the need for raising Highway 99.

Adjournment

AGREEMENT TO PROVIDE GENERAL MANAGER SERVICES

THIS AGREEMENT (**Agreement**) is made and entered in as of March 1, 2026 (**Effective Date**) by and between TUSCAN WATER DISTRICT, a California water district (**District**), and TOVEY GIEZENTANNER, an individual (**Consultant**). The District and Consultant may be referred to in this Agreement individually as a “**Party**” or collectively as “**Parties**.”

RECITALS

A. The District desires to retain the Consultant to provide certain general manager services as described in this Agreement.

B. Consultant is agreeable to provide those services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth in this Agreement, the District and Consultant agree as follows:

AGREEMENT

1. Scope of Service. Subject to the terms of this Agreement, Consultant agrees to perform the general manager services described on the **Exhibit A**, which is incorporated herein by reference, (**Services**) for the benefit of the District.

2. Consulting Fees.

(a) In consideration for Consultant’s performance of the Services, the District shall pay Consultant annual compensation in the amount of \$175,000, payable in twelve (12) equal monthly installments of \$14,583.33. Each installment shall be payable in arrears for services performed during the applicable calendar month. Consultant shall submit an invoice following the end of each month, and District shall pay each invoice within thirty (30) days after receipt. Commencing on the first anniversary of the Effective Date, and on each anniversary of the Effective Date thereafter during the Initial Term and any Renewal Term, the annual compensation payable under this Agreement shall automatically increase by 2.5 percent, and the adjusted annual compensation shall thereafter be payable in twelve (12) equal monthly installments.

(b) If the District requests in writing (and Consultant agrees to provide) any services in addition to the Services, District shall pay for such extra services at Consultant’s then applicable hourly rate.

3. Expense Reimbursement. Except as specifically provided in this Agreement, District shall reimburse Consultant for reasonable and necessary out-of-pocket expenses incurred in the performance of the Services, provided that: (a) such expenses are pre-approved in writing by the District; (b) the expenses are directly related to the Services; and (c) Consultant submits appropriate supporting documentation, including receipts and a description of the business purpose of each expense. Reimbursable expenses may include, without limitation, mileage (at the then-current standard IRS mileage rate), travel expenses, lodging, meals, filing fees, and similar costs reasonably incurred in connection with the Services. Consultant shall submit requests for reimbursement on a monthly basis, together with supporting documentation. District shall

reimburse approved expenses within thirty (30) days after receipt of a properly submitted reimbursement request.

4. **Term, Renewal, and Termination.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of twenty-four (24) months (**Initial Term**), unless terminated in accordance with this Agreement.

(b) **Automatic Renewal.** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a **Renewal Term**) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

(c) **Annual Compensation Review.** During the Initial Term and each Renewal Term, the Board of Directors (**Board**) shall conduct an annual review of Consultant's performance and compensation. In connection with such review, the Board may, in its discretion, consider factors including Consultant's performance, the scope of Services, market comparables, and changes in cost of living. Any compensation adjustment other than the automatic annual increase expressly provided in this Agreement shall require written approval by the Board. Except for that automatic annual increase, nothing herein shall be construed to guarantee any increase in compensation.

(d) **Termination for Cause.** Either Party may terminate this Agreement for cause upon written notice to the other Party if the other Party: (i) commits fraud or willful misconduct in connection with the performance of this Agreement, or (in the case of Consultant) is convicted of a felony or a misdemeanor where imprisonment is imposed, in which event termination may be effective immediately; or (ii) materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. If the breach is not reasonably capable of being cured within such 30-day period, the breaching Party shall not be deemed in default if it commences cure within the 30-day period and thereafter diligently pursues cure to completion.

(e) **Termination for Convenience.**

- i. **By Consultant.** Consultant may terminate this Agreement without cause upon not less than sixty (60) days' prior written notice to District. District may, in its sole discretion, waive all or any portion of such notice period and accelerate the effective date of termination.
- ii. **By District.** District may terminate this Agreement without cause at any time upon written notice to Consultant, effective immediately or on such later date as District specifies in the notice. Consultant shall be entitled to compensation for services actually performed through the effective date of termination. In addition, if District terminates this Agreement without cause under this subsection, during the first twelve (12) months following the Effective Date, District shall pay Consultant a severance amount equal to one (1) monthly installment of Consultant's then-current base compensation under this Agreement. Consultant shall submit an invoice after the effective date of termination for (A) compensation earned through the effective date of

termination and (B) the severance amount, if any. District shall pay such invoice within forty-five (45) days after receipt. The severance payment described in this subsection shall apply only to a termination by District without cause under this subsection during the first twelve (12) months following the Effective Date and shall not apply to any other termination of this Agreement, including Consultant's termination of this Agreement or District's waiver of all or any portion of Consultant's notice period under subsection (e)(i) above.

(f) **Effect of Termination.** Upon termination of this Agreement for any reason, neither Party shall have any further rights or obligations under this Agreement except as follows:

- i. Each Party's rights and obligations under Paragraphs 7 (Additional Covenants), 9 (Dispute Resolution), 10(h) (Applicable Law) and 10(m) (Attorney's Fees) shall survive any termination of this Agreement; and
- ii. Consultant shall be entitled to the consulting fees for all Services provided as of the termination date, plus full reimbursement for all costs and expenses incurred in connection with all such Services.

5. No Warranty or Guaranty. Consultant neither makes, nor offers, nor shall Consultant be liable to District for any express or implied warranties with respect to the performance of the Services. Estimates of cost, approvals, recommendations, opinions and decisions by Consultant are made on the basis of Consultant's experience, qualifications, and professional judgment and are not guaranteed.

6. Limitation Of Liability.

(a) To the fullest extent permitted by law, neither District nor Consultant, their respective members, managers, officers, directors, shareholders, partners, employees, contractors or agents, shall be liable to the other or shall make any claim against the other for any indirect or consequential damages arising out of or connected in any way to the Services provided pursuant to this Agreement. This mutual waiver of indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, or any other incidental, indirect or consequential damage that either Party may have incurred from any cause or action.

(b) Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall not be responsible or liable for the acts or omissions of the District, the District's other consultants, contractors, any subcontractors, any of their agents or employees, or any other persons whether or not related to the Services provided by Consultant pursuant to this Agreement.

(c) If any changes are made in the scope, plans or specifications of the Services by the District or persons other than the Consultant which affects the Consultant's work, any and all liability arising out of such change(s) is waived by District against the Consultant, and the District assumes full responsibility for such change(s), unless District has given Consultant prior notice and has received, from Consultant, written acknowledgment for such changes.

7. Indemnification. Consultant shall indemnify and hold District, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages,

costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Consultant in the performance of its services pursuant to this Agreement. Consultant shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall promptly reimburse District for reasonable attorney's fees and costs of suit actually incurred by District in defense of those claims which are determined in the final judgment to have been caused by Consultant's negligent act, negligent omission, or willful misconduct.

District shall indemnify and hold Consultant, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of District. District shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations but shall promptly reimburse Consultant for reasonable attorney's fees and costs of suit actually incurred by Consultant in defense of those claims which are determined in the final judgment to have been caused by District's negligent act, negligent omission, or willful misconduct.

8. Additional Covenants.

(a) Consultant shall perform the Services consistent with that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and locality as the Services were performed.

(b) If Consultant deems it necessary in connection with the Services, District shall furnish, with reasonable promptness and at District's sole cost and expense, the services of any licensed and registered professional reasonably requested by Consultant.

(c) Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of any insurance maintained by Consultant. Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence Consultant cannot ascertain. District also agrees not to condition the resolution of any dispute with Consultant, or payment of any money due to Consultant, upon Consultant's signing any such certification, guarantee, warranty or statement.

(d) Consultant shall be free to perform services for other persons. The Consultant shall notify the District's Board of Directors of any proposed consultant services for any other person, for which Consultant can reasonably foresee a conflict with its obligations under the Agreement. Upon receiving such notice, the District may consent to the Consultant's proposed outside consulting services or negotiate mutually agreeable conditions for Consultant's proposed outside consulting services that mitigate the conflict. If Consultant contracts for the proposed outside consulting services without District consent or mutually agreeable mitigation conditions, District may terminate this Agreement for Cause.

(e) Emergency Response: Consultant shall take all reasonable measures to respond to District emergencies in a timely manner commensurate with the nature of the emergency.

9. Relationship of Parties. Consultant shall at all times be an independent contractor and not an employee of District. Consultant shall be wholly responsible for the payment of Consultant's own federal, state and local income, and withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against District for vacation pay, sick leave, retirement, health, or any other employee benefits of any kind. Consultant may represent, perform services for, or be employed by such additional clients, persons, or companies as Consultant sees fit.

10. Dispute Resolution.

(a) Mediation. If a dispute arising out of this Agreement cannot be settled through negotiation, the parties agree to submit the dispute to mediation prior to commencing any litigation, arbitration, or any other legal action. The parties will attempt in good faith to agree on a neutral mediator to resolve the dispute.

(b) Unsuccessful Mediation. If the parties are unable to resolve their dispute by mediation as provided in Paragraph 9(a) above, after the unsuccessful conclusion of any such mediation, either Party may pursue the remedies available to it at law or equity.

11. Miscellaneous.

(a) Time of the Essence. Time is and shall be of the essence of this Agreement and each provision thereof.

(b) Further Actions. The Parties agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate this transaction in accordance with this Agreement.

(c) Computation of Time Period. If the Closing Date, or any other date or time period provided for in this Agreement, is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

(d) Counterparts and Signatures. This Agreement may be executed in counterparts, which when taken together shall constitute a single instrument. Signatures to this Agreement transmitted by electronic mail or via facsimile shall be deemed to be original signatures for all purposes.

(e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

(f) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

(g) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the fullest extent permitted by law, any legal action arising from this Agreement shall be brought in the appropriate forum in Butte County, California which the Parties agree will be the sole venue for all such actions.

(i) Fees and Other Expenses. Each Party shall pay its own fees and expenses in connection with this Agreement, except as otherwise provided in this Agreement.

(j) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party, or by or to an employee, officer, agent or representative of either Party will be of any effect unless it is in writing and executed by the Party to be bound thereby.

(k) Construction. The Parties acknowledge and agree that (i) they are of equal bargaining strength, (ii) each has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each has consulted with its own independent counsel, and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement.

(l) Binding Effect. Subject to the restrictions set forth in subparagraph (o), below, this Agreement is binding upon and will inure to the benefit of each Party's respective successors and assigns.

(m) Attorneys' Fees. In the event that any dispute arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses (including attorney's fees and court costs) incurred in such action.

(n) Warranty of Authority. Each Party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so, and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with such Party's obligations hereunder.

(o) Assignment. Neither Party shall assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of the non-assigning Party.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement to Provide General Manager Services as of the date and year first above written.

[signatures on following page]

TUSCAN WATER DISTRICT

CONSULTANT

By: _____
Richard McGowan, Board President

Tovey Giezentanner

By: _____
Raymond Antonowich, Secretary

**EXHIBIT A
SCOPE OF SERVICES – GENERAL MANAGER**

Consultant shall provide General Manager services to the Tuscan Water District (**District**) as described herein. Services shall be performed consistently with the District’s mission of achieving sustainable groundwater management within the Vina Subbasin, pursuing water supply development opportunities, and fulfilling all applicable regulatory requirements. Consistent with the independent contractor relationship established in this Agreement, the scope below is defined by outcomes and deliverables rather than hours worked or methods of performance.

1. Board Governance and Administrative Support

Consultant shall provide executive support to the Board of Directors in the conduct of District business, including:

- Prepare and distribute agendas, staff memoranda, and supporting materials for regular monthly Board meetings and any special or emergency meetings.
- Facilitate meetings of Board-established ad hoc committees, including preparation of materials, coordination of participants, and follow-up on action items.
- Ensure compliance with the Ralph M. Brown Act, including proper noticing, agenda posting, and management of closed session requirements.
- Maintain official District records and coordinate with legal counsel on governance matters, conflict of interest compliance, and Board policy development.
- Advise the Board on strategic matters, present options and recommendations with supporting analysis, and implement Board direction.

2. SGMA Compliance and Regulatory Coordination

Consultant shall serve as the District’s primary liaison with the Vina Groundwater Sustainability Agency (**GSA**), the Rock Creek Reclamation District GSA, the County of Butte GSA, the California Department of Water Resources (**DWR**), and the State Water Resources Control Board (**SWRCB**), including:

- Monitor and ensure District compliance with all LAFCO conditions of approval, including timely preparation and submission of required annual compliance reports.
- Represent the District's interests in Vina Subbasin Groundwater Sustainability Plan (**GSP**) implementation activities, including interagency coordination and MOU compliance.
- Track progress toward sustainability targets, identify compliance risks, and recommend Board actions to address deficits proactively and within required timelines.

3. Project Development and Implementation

Consultant shall lead development and oversight of projects designed to close the Vina Subbasin sustainability deficit, which may include groundwater recharge, surface water supply, and demand reduction programs. Specific responsibilities include:

- Identify, evaluate, and advance recharge infrastructure opportunities, including coordination with landowners, Butte County, and partner agencies on projects in the Rock Creek and Keefer Slough corridor and other suitable locations.

- Pursue surface water supply opportunities, including feasibility analysis and negotiations related to Western Canal Water District, Paradise Irrigation District, and other potential supply partners.
- Develop and oversee demand reduction programs, water transfer facilitation policies, and associated administrative and legal frameworks.
- Manage CEQA compliance requirements applicable to District projects, in coordination with legal counsel and technical consultants.
- Provide oversight and direction to engineers, technical consultants, and other contractors engaged in project planning, design, or implementation activities.

4. Financial Management and Budget Administration

Consultant shall support the District's financial operations, including:

- Develop and present an annual operating budget for Board review and adoption.
- Oversee administration of the Proposition 218 special benefit assessment, including coordination with the District's engineer and the Butte County Auditor-Controller for annual levy preparation and tax roll submittal.
- Manage the District's investment policy compliance and coordinate with financial service providers.
- Ensure expenditure controls, contract approvals, and financial record-keeping consistent with Board-adopted policies and applicable law.

5. Grant Pursuit and External Funding

Consultant shall actively pursue state and federal funding opportunities to support District programs and projects, including:

- Identify, evaluate, and recommend grant opportunities aligned with District priorities, including Proposition 4 (**2024 Water Bond**), SGMA Implementation Grants, and other applicable programs.
- Lead preparation and submission of grant applications, in coordination with technical consultants and legal counsel.
- Manage grant compliance, reporting obligations, and funding agreements upon award.

6. Stakeholder Engagement and External Relations

Consultant shall represent the District in public and interagency settings and maintain productive working relationships across the District's stakeholder community, including:

- Communicate with District landowners and the public on District programs, assessments, and project activities.
- Engage with Butte County, neighboring water districts, agricultural organizations, and state agencies as needed to advance District interests.
- Coordinate with the Butte County Water Commission, AGUBC, and other relevant regional bodies in matters affecting the Vina Subbasin, consistent with Consultant's pre-authorized outside roles as described in this Agreement.

7. Operations and Office Administration

As the District transitions from formation to full operations, Consultant shall lead or support the following administrative development activities:

- Coordinate establishment of District office space when secured, including setup of operational infrastructure, vendor relationships, and records management systems.
- Recruit, onboard, and provide direction to District employees, interns, or additional contractors as authorized by the Board, consistent with the District's staffing plan and budget.
- Develop and maintain internal District policies, procedures, and operational systems appropriate to the District's scale and regulatory obligations.

8. General

Consultant shall perform such additional general management services as may be authorized by the Board of Directors from time to time, consistent with the purpose and mission of the District. All services shall be performed in accordance with applicable law and with the professional standard of care set forth in this Agreement.

TWD Finances

FY 2025-26	2025-26 APPROVED BUDGET (attached)	JUL 2025 Approved	AUG 2025 Approved	SEPT 2025 Approved	OCT 2025 Approved	NOV 2025 Approved	DEC 2025 Approved	JAN 2026 Approved	FEB 2026 Approved	MAR 2026 For Approval	APR 2026	MAY 2026	JUN 2026	Billed to Date	Approved Budget Remaining
TWD BUDGET CATEGORY															
Personnel	\$ 266,400	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 14,583.33				\$ 74,583	\$ 191,817
Office	\$ 81,000	\$ 7,304	\$ 1,005	\$ 165	\$ 1,320	\$ -	\$ -	\$ -	\$ -	\$ 12,200.00				\$ 21,994	\$ 59,006
External Support	\$ 97,000	\$ 2,175	\$ 635	\$ 1,580	\$ 953	\$ -	\$ 3,041	\$ 158	\$ 2,908	\$ 1,657.50				\$ 13,107	\$ 83,894
Litigation	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ 75,000
Technical Support	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,206	\$ 3,998.10				\$ 5,204	\$ 44,796
Lobbying & Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
Reserves	\$ 50,000	\$ 17,399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 17,399	\$ 32,601
TOTALS	\$ 619,400	\$ 34,378	\$ 9,140	\$ 9,245	\$ 9,773	\$ 7,500	\$ 10,541	\$ 7,658	\$ 11,614	\$ 32,438.93	\$ -	\$ -	\$ -	\$ 132,287	\$ 487,113

Itemized Bills

Category	Description	Amount
Personnel	Giezentanner & Associates - General Manager	\$ 14,583.33
Office	CA Assn of Mutual Water Companies (JPRIMA)	\$ 12,200.00
External Support	Klein DeNatale Goldner - General Counsel	\$ 1,657.50
Technical Support	Provost & Pritchard	\$ 3,998.10
	Total	\$ 32,438.93

Agenda Item 5
INVOICE

Giezentanner & Associates
30 Independence Circle, Suite 300
Chico, California 95973
United States

BILL TO
Tuscan Water District
30 Independence Circle
Chico, California 95973
United States

Invoice Number: 20201297
Invoice Date: March 31, 2026
Payment Due: April 30, 2026
Amount Due (USD): **\$14,583.33**

Items	Amount
Service Tuscan Water District General Manager Services March 1, 2026 – March 31, 2026 See attached Statement of Services.	\$14,583.33

Total: \$14,583.33

Amount Due (USD): **\$14,583.33**

Areas of Activity for March 2026 – General Manager Services

Board Governance & Administrative Support (Financial, Budget, Operations)

- March 18, 2026 – Regular Board Meeting. Material prep, coordination, and follow-up
- Ad hoc committee meetings (Surface Water, Recharge & Budget). Material prep, coordination, and follow-up.
- 2026-27 Planning Budget – Narrative & Planning Budgets
- Cash Management Account Structure – Graphic, Narrative, Resolutions
- Maintenance of official District records.
- Potential office space.

SGMA Compliance, Regulatory Coordination & Stakeholder Engagement

- March 11, 2026 – Presentation to Vina GSA Board
- March 20, 2026 – SHAC Meeting. Monitored, material prep & follow up.
- Development of two documents: TWD Update and TWD Governance Framework
- Annual Report and Plan Evaluation

Project Development & Implementation

- Rock Creek / Keefer Slough Flood-MAR Concept development
- Durham Mutual Water Company Main Canal Conditions Assessment
- GSA: Water Supply Feasibility Analysis (SGM Grant)
- GSA: Recharge field work (SGM Grant)
- Caltrans Hwy 99 Project
- PID 1-year transfer concept

Grant Pursuit and External Funding

- Initial discussions regarding SWEEP grant

DIRECTORS & OFFICERS /GENERAL LIABILITY 04/01/2026-2027 PROPOSAL TUSCAN WATER DISTRICT



Presented on: March 16, 2026
Presented by: Cain Medina, AFIS, Commercial Insurance Broker



INTERWEST
INSURANCE SERVICES, LLC



Address



Phone

P:



Website

www.iwins.com

Agenda Item 5
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ABOUT US

InterWest is a full-service insurance brokerage capable of supporting all aspects of your company's insurance and risk management program. We offer unparalleled expertise in all lines of property and casualty, workers' compensation, employee benefits and personal insurance coverages, as well as a full range of surety products. We operate on the premise that the needs of our clients come first. Our commitment to reinvesting in our staff, diversified products & services, and innovative technology consistently places us among the top performing insurance and consulting brokerages in the country. Although we operate principally in California, we are licensed to write business in all 50 states and staffed to service clients with locations throughout the nation.

OUR HISTORY

InterWest was founded in 1992 as a result of the merger of three successful regional insurance brokerage firms in Northern California. Our entrepreneurial and acquisition efforts have expanded our footprint into Central California, North Tahoe, Northern Nevada and

the San Francisco Bay Area. We've grown from three office locations to fourteen. Our clients are business owners from a wide range of industry groups and from sole proprietors to those employing several thousand and paying annual premiums up to several million dollars.

OUR MISSION

InterWest is committed to remaining independent and locally owned, allowing us to make decisions at the local level in the best interest of our clients and current & future clients. We believe that our mutual goals are most favorably addressed through an unwavering dedication to remaining part of the fabric of the communities we serve and partnering in the future growth and financial health of our business partners. Our long-range vision calls for entrepreneurial creativity and strategic expansion, to produce consistent profits and to share those profits with our employees. It's part of our culture to give back and actively participate in making a difference in the lives of others.

COVERAGE AND POLICY SERVICES

Cain Medina, AFIS, Commercial Insurance Broker

Direct Line: (530) 897-3112
Email: cmedina@iwins.com

Vickie Andres, CISR, AFIS, Account Manager

Direct Line: (530) 897-3113
Email: vandres@iwins.com

RISK MANAGEMENT/CLAIMS

Risk Management Services:

P&C Policies Only,

Direct Line:
Email:

Property/Casualty Claims:

Rebecca Bell, PRC, COEE, Claims and Risk Management Analyst

Direct Line: (530) 897-3184
Email: rbell@iwins.com

Workers Compensation Claims:

P&C Policies Only,

ADDITIONAL SERVICES

Surety Bonds:

Sara Walliser, CISR

Direct Line: (530) 897-3197
Email: swalliser@iwins.com

Personal Lines:

Sandy Sunderman, CISR, Senior Manager

Direct Line: (530) 897-3152
Email: ssunderman@iwins.com

Employee Benefits:

Taryn Bacon, Employee Benefits Broker

Direct Line: (916) 609-8463
Email: tbacon@iwins.com

Alternative Markets

Jeff Keena, AIC, CIC, Director of Alternative Markets

Direct Line: (916) 609-8326
Email: jkeena@iwins.com

Let our experience guide you.

Agenda Item 5 NAMED INSUREDS/LOCATIONS

NAMED INSUREDS

Tuscan Water District

MAILING ADDRESS

30 Independence Cir
Chico, CA 95973-4908

LOCATION SCHEDULE

LOC	ADDRESS
001	30 Independence Circle, Chico, CA 95973

Company: California Association of Mutual Water Companies
 Joint Powers Risk and Insurance Management Authority (JPRIMA)

Rating: A+ XV (Superior)

Status: Admitted

Effective Date: 04/01/2026

DESCRIPTION	LIMITS
Coverage A: (Each Wrongful Act or Offense)	\$1,000,000
Employment Practices	Excluded
Employee Benefits Liability	Excluded
Coverage B: Injunctive Relief (Each Action)	\$5,000
Aggregate Limit (Coverage A & B Combined)	\$10,000,000

DESCRIPTION	DEDUCTIBLE
Coverage A: (Each Wrongful Act or Offense)	\$1,000

POLICY HIGHLIGHTS

Duty to Defend
 Broad Definition of Named Enrolled Named Member
 Third Party Offense Coverage
 Non-Auditable

Company: California Association of Mutual Water Companies
 Joint Powers Risk and Insurance Management Authority (JPRIMA)
 No Joint and Several Liability for Members

Rating: A+ XV (Superior)

Status: Admitted

Effective Date: 04/1/2026

COVERAGES

DESCRIPTION	LIMITS
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$1,000,000
Medical Expense	\$10,000

SELECTED OPTIONAL COVERAGES

DESCRIPTION
Hired/Non-Owned Auto Coverage
Failure to Supply Water Liability

POLICY HIGHLIGHTS

Duty to Defend s/Defense Costs in Addition to Limits
 Broad Definition of Enrolled Named Member -Including, but not limited to Employees, Volunteers, Elected or Appointed Officials.
 Host Liquor Liability, Unless Otherwise Excluded
 Owned (Up to 100HP-higher available by endorsement) & Non-Owned Watercraft
 Blanket Additional Enrolled Named Member
 Water & Wastewater Testing Errors and Omissions
 Failure to Supply (No ISO Limitation)
 Lead (potable water)
 Waterborne Asbestos (potable water)
 Products Recall
 Impaired Property
 Fungi & Bacteria
 Non-auditable

Agenda Item 5 PREMIUM COMPARISON

LINES OF BUSINESS	EXPIRING	RENEWAL
Commercial General Liability	\$2,853.00	\$3,429.00
Public Officials & Management Liability	\$6,325.00	\$7,571.00
Member Contribution	\$9,177.00	\$11,000.00
JPRIMA Administration Fees	\$1,018.00	\$1,200.00
Total Premium	\$10,195.00	\$12,200.00

NOTES

The Members FEIN number is required in order to bind coverage.

Excess Liability Coverage- Excluded

Workers Compensation Coverage-Excluded

Business Auto Coverage -Excluded

Hydrant removed from schedule, this is covered by outdoor property

BINDING REQUIREMENTS:

- Signed Application
- Signed Proposal Acceptance
- Signed Electronic Document Consent Form
- Current Budget
- FEIN Required

IMPORTANT INFORMATION REGARDING DIRECT BILLED AND FINANCED POLICIES

The premium for your policy(ies) will be billed directly from the Insurance or Finance company. Please note that if your payment is late, we cannot guarantee reinstatement, nor can we guarantee that a claim will be paid during a cancellation period. It is your responsibility to make sure that your payment arrives at the billing office of the Insurance or Finance company on time in order to avoid a lapse in coverage that could result in claims being denied.

INSURED

Tuscan Water District

- As presented (all lines)
- With changes noted below

1. _____
2. _____
3. _____
4. _____
5. _____

We have assessed your potential risks based on the information you provided. If you have any additional potential risks or areas of concern that might necessitate insurance coverage, please bring them to our attention before the policy is finalized so we can properly evaluate your needs and adjust the coverages accordingly.

Print Name

Title

Signature

Date

InterWest is pleased to offer PayNow for secure online payment processing. PayNow accepts credit cards or ACH (electronic payment from your checking account) for payment of your full annual premium or initial deposit on a financed policy.

You may use this option to remit payment for the following balance that is currently due.

1. Select a Payment Option
2. Return all pages including this one back to us

PAYMENT TERMS

Payments over \$40,000 must have prior approval from InterWest Insurance Services, LLC.

(Please check ONE)

Payment in Full: Your TOTAL COST FOR THIS ANNUAL POLICY is **\$Error! Reference source not found..**
This Payment may be made online through PayNow or by Check. *(PLEASE NOTE: ACH and credit card transaction fees are calculated upon entering your payment amount online)*
**subject to any auditable adjustments*



(<https://iwins.epaypolicy.com>)

OR

Premium Finance: Your Initial Payment for this POLICY is **\$Error! Reference source not found..**
This payment may be made online through PayNow or by Check. The premium will be financed by Imperial Premium Finance and a copy of the finance agreement is included in this proposal. Please be sure to include the signed copy of the agreement when you fax or mail back your other documents.

If you have any questions about using PayNow, please contact your InterWest representative.

NOTE: *PayNow is not available on Direct Bill policies, (when the insurance company directly bills you.)*

Agenda Item 5

ELECTRONIC DOCUMENT CONSENT FORM

Insured: Tuscan Water District

Policy Delivery

If desired, your policy and/or insurance documents can be delivered to you electronically. To do so we need the authorization of an owner or officer of the company. If you would like to have your policy(ies) and/or insurance documents delivered electronically, please select one of the following options and sign where indicated. Note that this authorization will remain in effect until you advise us otherwise.

- Please deliver my policy(ies) to me at this email address: _____
- I prefer to have my policy hard copy mailed to me via U.S. Mail.
- Please deliver my policy(ies) to me on my Client Portal Page*

*Not registered? Go to <https://www.iwins.com/client-portal/>, click on Manage My Insurance and choose "Create New Account." Enter your email address, primary phone number without dashes, and your policy number without dashes, or contact your InterWest Representative.

Authorized Signature:

Date:

DISCLAIMER

Disclaimer: Coverage summaries provided herein are intended as an outline of coverages only. In the event of a loss, all terms, conditions and exclusions of the actual policy apply. This document may contain content generated or assisted by Artificial Intelligence (AI). Please note that while accuracy and quality are prioritized, AI-generated content may contain inaccuracies.

COMPENSATION DISCLOSURE

InterWest Insurance Services, LLC, does business with multiple competing insurance companies, enabling us to offer a variety of coverage choices and customize a plan to satisfy your specialized needs. This proposal is an outline of the coverages offered by our insurers based on the information provided by your company. It does not include all terms, coverages, exclusions, limitations or conditions of the actual contract language. To fully understand the details of the coverages, terms and conditions, you need to review the policy contracts. At your request, the policy forms will be made available.

The information contained in this proposal is based on the historical loss experience and exposures provided by you to InterWest and is not an actuarial study.

For the services we provide to our clients, InterWest receives usual and customary commissions or fees, and occasionally fees in addition to commissions, from the insurance carriers providing the coverages. This commission percentage is set by the insuring company, not by us, and is included as part of the insurance premium you pay. We charge you nothing for the placement of your policies, as we are compensated for this service in the commission previously described.

However, we may charge fees for other professional services that you ask us to perform.

In addition to such fees and commissions, InterWest may also receive investment income on fiduciary funds temporarily held in our accounts, such as premiums or return premiums.

In placing, renewing, consulting on or servicing retail insurance policies, InterWest may participate in contingent commission agreements with select insurers that provide for additional compensation if underwriting, profitability, volume or retention goals are achieved over multiple years. It is usually impossible to know at the time of placement whether that policy will contribute to, or detract from, our potential eligibility for future additional compensation from the insurer.

If you have questions regarding the compensation received by InterWest or our affiliates in relation to insurance placement, please contact your InterWest representative.

1/06

**PROVOST & PRITCHARD
CONSULTING GROUP**

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

Tuscan Water District
30 Independence Circle, Suite 300
Chico, CA 95973

March 18, 2026
Project No: 04380-26-001
Invoice No: 129012

Project Name: Keefer Slough & Rock Creek Flood-MAR Concept

Client Project #:

Phase T01: Review final hydraulic model received from DWR and begin model runs including a 48-hour duration. Develop storage basin concepts including preliminary means for diverting, storing and returning flood flows from Keefer Slough and Rock Creek at the four subject properties. Attend TWD Board meeting to provide project update.

Professional Services from February 01, 2026 to February 28, 2026

Phase: T01 Flood-Mar Design Concept

Labor

	Hours	Rate	Amount
Associate Engineer	19.00	164.00	3,116.00
Assistant Engineer	.40	149.00	59.60
Principal Engineer	3.50	235.00	822.50
Totals	22.90		3,998.10
Total Labor			3,998.10
Total this Phase:			\$3,998.10
Total this Invoice			<u><u>\$3,998.10</u></u>

March 31, 2026

TUSCAN WATER DISTRICT
*****E-MAIL INVOICES*****

Invoice No. 1262066
Client No. 24618
Matter No. 001
Billing Attorney: JDH

INVOICE SUMMARY

For Professional Services Rendered for the Period Ending: March 19, 2026.

RE: TUSCAN WATER DISTRICT
GENERAL BUSINESS

Professional Services	\$ 1,657.50
Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 1,657.50

Agenda Item 5
KLEIN DENATALE GOLDNER

Invoice No. 1262066

March 31, 2026

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Amount
3/04/26	JDH	REVIEWED AND REPLIED TO E-MAIL FROM T. GIEZENTANNER REGARDING PENDING MATTERS.	.40	170.00
3/14/26	JDH	TELEPHONE CONFERENCE WITH T. GIEZENTANNER; REVISED GENERAL MANAGER SERVICES AGREEMENT; REVIEWED AND REPLIED TO E-MAIL REGARDING SAME.	2.20	935.00
3/18/26	JDH	ATTENDED MARCH REGULAR BOARD MEETING.	1.30	552.50

TOTAL PROFESSIONAL SERVICES **\$ 1,657.50**

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Rate	Hours	Total
HUGHES, JOSEPH	JDH	425.00	3.90	1,657.50
Total			3.90	\$ 1,657.50

TOTAL THIS INVOICE **\$ 1,657.50**

March 31, 2026

TUSCAN WATER DISTRICT
*****E-MAIL INVOICES*****

Invoice No. 1262066
Client No. 24618
Matter No. 001
Billing Attorney: JDH

REMITTANCE

RE: TUSCAN WATER DISTRICT
GENERAL BUSINESS

BALANCE DUE THIS INVOICE

\$ 1,657.50

All checks should be made payable to:
(Please return this advice with payment.)

Klein DeNatale Goldner
10000 Stockdale Hwy, Suite 200
Bakersfield, CA 93311

For payment by ACH in USD:
(Please reference:
Client-Matter No. 24618-001,
Invoice No. 1262066)

J.P. Morgan Chase
Account No. 825707620
ABA No. 322271627

To pay by credit card, click [here](#) --->: or call Accounting at (661) 395-1000.

DUE UPON RECEIPT

FEDERAL I.D. No. 95-2298220

Thank you! Your business is greatly appreciated.

**TUSCAN WATER DISTRICT
Staff Memorandum**

TO: Board of Directors, Tuscan Water District
FROM: Tovey Giezentanner, General Manager
DATE: April 15, 2026
RE: Item 6: FY 2026-27 Revised Budget — Ad Hoc Committee Recommendation

Action Requested. The Board is asked to review and consider adoption of the revised FY 2026-27 budget as recommended by the Budget Ad Hoc Committee.

Background. At its March 18, 2026 meeting, the Board reviewed a status update on FY 2025-26 spending and a draft planning budget for FY 2026-27. The Board formed a Budget Ad Hoc Committee—consisting of Directors McGowan and Antonowich, with Director Turley participating—to refine the draft budget for the Board’s consideration. The Ad Hoc Committee met on April 1, 2026 to review the current-year projected ending balance and develop a revised budget recommendation.

Summary / Analysis

FY 2025-26 Year-End Projections. The District’s approved FY 2025-26 budget authorized total expenditures of \$619,400 at a per-acre assessment rate of \$6.45 across approximately 96,071 assessable acres. The District is projecting total spending of approximately \$196,134—well below the approved budget in this first operational year. A number of budgeted positions and functions were not activated or were phased in slowly, resulting in an estimated ending balance of approximately \$423,266 across all budget categories as of June 30, 2026.

The projected ending balances by category are summarized below:

Budget Category	2025-26 Approved	Projected Spend	Est. Ending Balance
General & Administrative	\$444,400	\$168,735	\$275,665
Litigation Support	\$75,000	\$0	\$75,000
Technical Support	\$50,000	\$10,000	\$40,000
Lobbying & Funding Advocacy	\$0	\$0	\$0
General Reserves	\$50,000	\$17,399	\$32,601
Total	\$619,400	\$196,134	\$423,266

These balances carry forward into 2026-27 as reserves available in each budget category, consistent with the District’s Fund Segregation and Reserve Policy.

Ad Hoc Committee Recommendations. The Budget Ad Hoc Committee reviewed the projected carryforward balances and the draft planning budget, and recommends the following revisions for Board consideration:

Assessment Target. The Committee recommends a total FY 2026-27 assessment of \$472,069, reflecting a per-acre rate of approximately \$4.91. This is well below the \$7.14 per-acre maximum for Year 2 established in the Proposition 218 Engineer's Report and represents a meaningful reduction from the draft planning budget of \$548,170 (\$5.71/acre). The Committee's objective was to keep the total assessment under \$500,000, recognizing the substantial carryforward reserves available from the first year of operations.

Reserve Allocations. The Committee reviewed the four reserve categories established in the Fund Segregation and Reserve Policy and recommends the following allocations:

Litigation/Outside Counsel Support. The existing \$75,000 carryforward balance is sufficient and no additional assessment is recommended for this category in FY 2026-27.

Technical Support. The Committee recommends maintaining the technical support reserve and assessing \$50,000 in FY 2026-27, which combined with the \$40,000 carryforward would bring the total available to \$90,000.

Lobbying & Funding Advocacy. The Committee recommends assessing \$50,000 for lobbying and advocacy purposes in FY 2026-27. This category was not drawn against in FY 2025-26.

General Reserves. The revised budget includes \$17,399 in general reserves, reflecting the reduced assessment target.

Attachments:

1. Revised FY 2026-27 Planning Budget
2. FY 2025-26 Budget-to-Actual Comparison (Projected through June 2026)

Ad Hoc Committee Recommendation

TWD DRAFT Planning Budget (as of 2026/04/01)	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	2026-27 TOTALS	RESERVES
Personnel														
General Manager	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 175,000	
Office Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 30,000	
Subtotal	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 205,000	
Fringe 35%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 10,500	
Personnel Subtotal	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 21,333	\$ 21,333	\$ 21,333	\$ 21,333	\$ 21,333	\$ 21,333	\$ 215,500	\$ 148,067
Office														
Rent	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000	
PG&E	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Phone / Internet	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ -	\$ -	\$ 12,500	
Supplies	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,000	
Trash & Cleaning	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Subscriptions	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Memberships	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Other	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Office Subtotal	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ 17,750	\$ 5,250	\$ 5,250	\$ 75,500	\$ 61,196
External Support														
Legal Counsel	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 43,470	
Outreach, Website & Social	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	
Bookkeeping / Accounting	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Additional Support / Contingency	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,000	
Assessment Collection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	
External Support Subtotal	\$ 5,123	\$ 6,323	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 6,123	\$ 63,670	\$ 66,403
General & Admin Expenses	\$ 24,956	\$ 26,156	\$ 24,956	\$ 24,956	\$ 24,956	\$ 24,956	\$ 31,706	\$ 31,706	\$ 31,706	\$ 44,206	\$ 31,706	\$ 32,706	\$ 354,670	\$ 275,665
Litigation/Outside Counsel Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Technical Support	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000	\$ 90,000
Lobbying & Funding Advocacy	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000	\$ 50,000
Reserves	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 17,399	\$ 50,000
Total	\$ 34,739	\$ 35,939	\$ 34,739	\$ 34,739	\$ 34,739	\$ 34,739	\$ 41,489	\$ 41,489	\$ 41,489	\$ 53,989	\$ 41,489	\$ 42,489	\$ 472,069	\$ 540,665
Actual Per Parcel	96,071												4.91	

Agenda Item 6

TWD - 2026-27 PLANNING BUDGET

Original Version - presented in March

TWD DRAFT Planning Budget (as of 2026/03)	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	2026-27 TOTALS	RESERVES
Personnel														
General Manager	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 175,000
Office Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 30,000
Subtotal	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 19,583	\$ 205,000
Fringe 35%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 10,500
Personnel Subtotal	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 14,583	\$ 21,333	\$ 21,333	\$ 21,333	\$ 21,333	\$ 21,333	\$ 21,333	\$ 215,500	\$ 148,067
Office														
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 9,000
PG&E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Phone / Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 6,000
Trash & Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Office Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250	\$ 5,250	\$ 5,250	\$ 17,750	\$ 5,250	\$ 5,250	\$ 44,000	\$ 61,196
External Support														
Legal Counsel	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 3,623	\$ 43,470
Outreach, Website & Social	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Bookkeeping / Accounting	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
Additional Support / Contingency	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,000
Assessment Collection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000
External Support Subtotal	\$ 5,123	\$ 6,323	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 5,123	\$ 63,670	\$ 66,403
General & Admin Expenses	\$ 19,706	\$ 20,906	\$ 19,706	\$ 19,706	\$ 19,706	\$ 19,706	\$ 31,706	\$ 31,706	\$ 31,706	\$ 44,206	\$ 31,706	\$ 32,706	\$ 323,170	\$ 275,665
Litigation Support	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ 75,000	\$ 150,000
Technical Support	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000	\$ 90,000
Lobbying & Funding Advocacy	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000	\$ 50,000
Reserves	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000	\$ 82,601
Total	\$ 38,456	\$ 39,656	\$ 38,456	\$ 38,456	\$ 38,456	\$ 38,456	\$ 50,456	\$ 50,456	\$ 50,456	\$ 62,956	\$ 50,456	\$ 51,456	\$ 548,170	\$ 648,266
Actual Per Parcel	96,071												5.71	

TUSCAN WATER DISTRICT
Staff Memorandum

TO: Board of Directors
FROM: Tovey Giezentanner, General Manager
DATE: April 15, 2026
RE: Item 7: May Regular Meeting Date Change

Action Requested. The Board is asked to reschedule the May regular meeting from Wednesday, May 20, 2026, to Thursday, May 14, 2026 at 9:00 a.m.

Background. The Butte County Association of Governments (BCAG) has scheduled an event that conflicts with the District's regular May meeting date of Wednesday, May 20, 2026. Staff was notified of this conflict and began coordinating an alternative date with Board members and BCAG.

Summary. After polling Board members and confirming availability with BCAG, staff recommends moving the May meeting to Thursday, May 14, 2026. This date works for BCAG and for all but one Board member. Staff believes this represents the best available option to maximize Board participation while avoiding the BCAG scheduling conflict.

Additional Context. If the Board approves the date change, staff will update the meeting notice and post the revised date in accordance with the Brown Act's public notice requirements.

Attachment: BCAG Notification

Agenda Item 7

Sunday, April 12, 2026 at 10:27:24 AM Pacific Daylight Time

Subject: Re: Use Agreement
Date: Friday, March 27, 2026 at 11:05:51 AM Pacific Daylight Time
From: Ashley Carriere
To: Tovey Giezentanner
Attachments: Outlook-spixmsrv.png, Outlook-bcmjonum.png, Outlook-upmbcl5d.png, Outlook-oxdkqrc4.png

Hi Tovey,

I apologize for this inconvenience; I have to cancel your reservation for May 20th. We have a three-day retreat/event, one day being 5/20, and we will need the space unfortunately.

I am happy to schedule your meeting for another day if that's an option.

Again, I apologize for any inconvenience.

CANCELLED- Board Room Reservation 5/20/2026 - Tuscan Water District

Ashley Carriere
Administrative Assistant

Butte County Association of Governments (BCAG)
Butte Regional Transit (B-Line)
326 Huss Drive #150
Chico, CA 95928
530-809-4616 Ext-1149



www.bcag.org

www.blinetransit.com

From: Tovey Giezentanner <Tovey@Giezentanner.com>
Sent: Tuesday, February 17, 2026 7:13 PM
To: Ashley Carriere <acarriere@bcag.org>
Subject: Re: Use Agreement

Please see attached.

From: Ashley Carriere <acarriere@bcag.org>
Date: Tuesday, February 17, 2026 at 2:24 PM
To:

UPDATES:

- Agricultural Groundwater Users of Butte County
 - Water Supply Feasibility
 - Recharge
 - Demand Reduction
- Tuscan Water District
 - 2026-27 Assessment
- Vina GSA
 - Interbasin Coordination

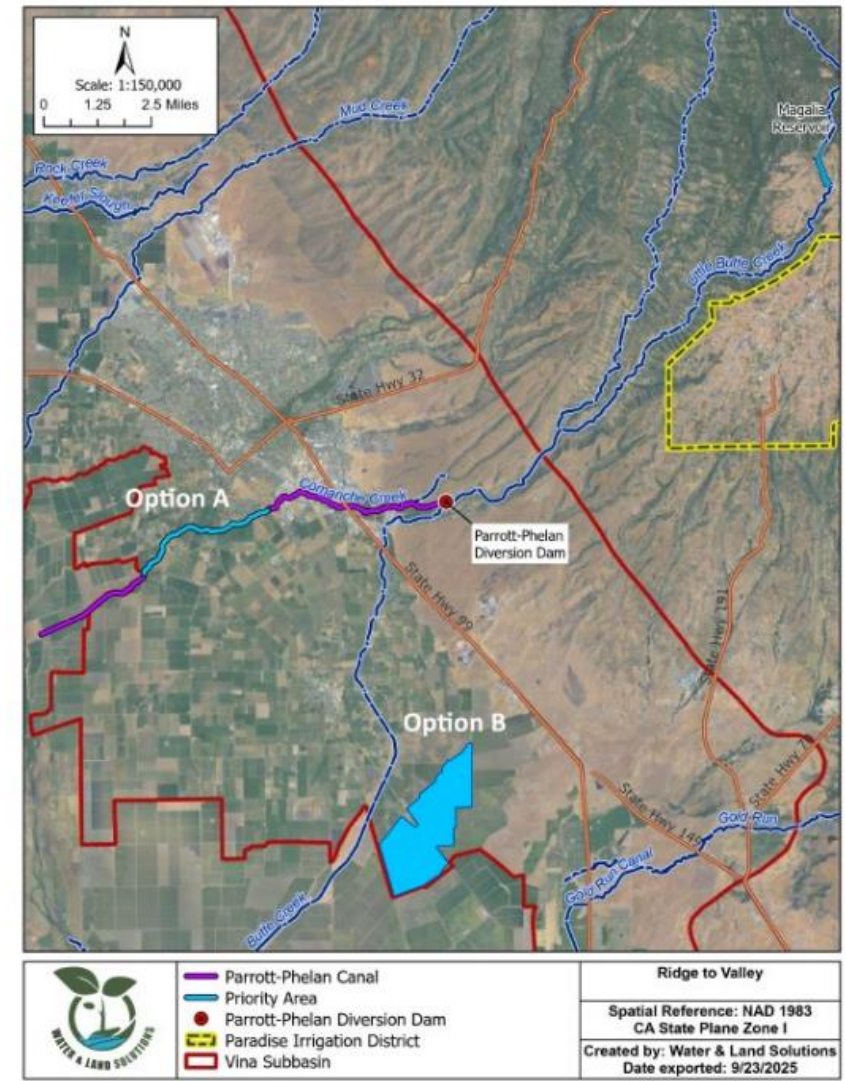
RCRD
April 9, 2026

Surface Water Supply Feasibility Analysis

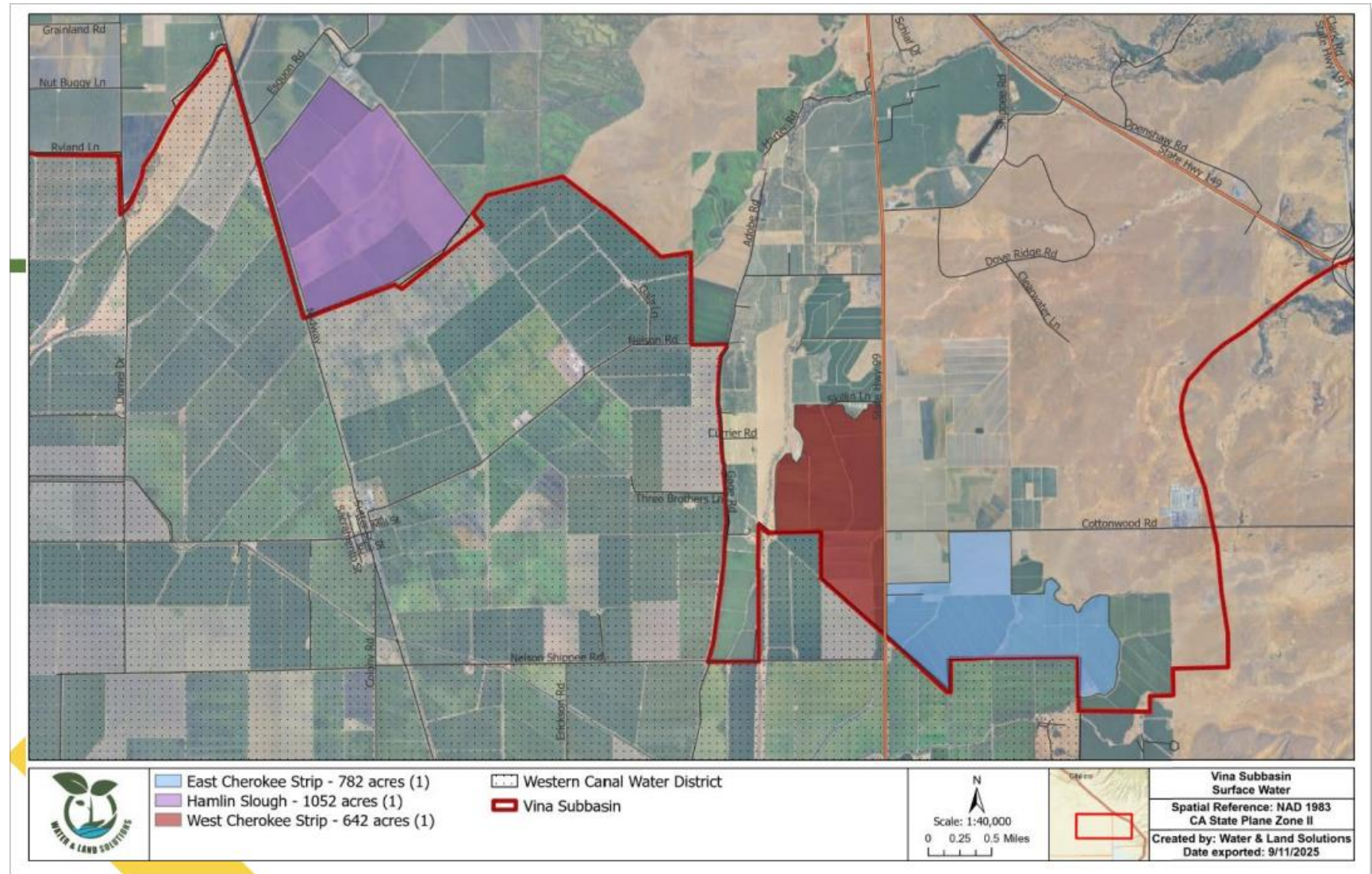
Ridge to Valley

Convey underutilized Paradise Irrigation District water through Butte Creek to farmland in Vina Subbasin.

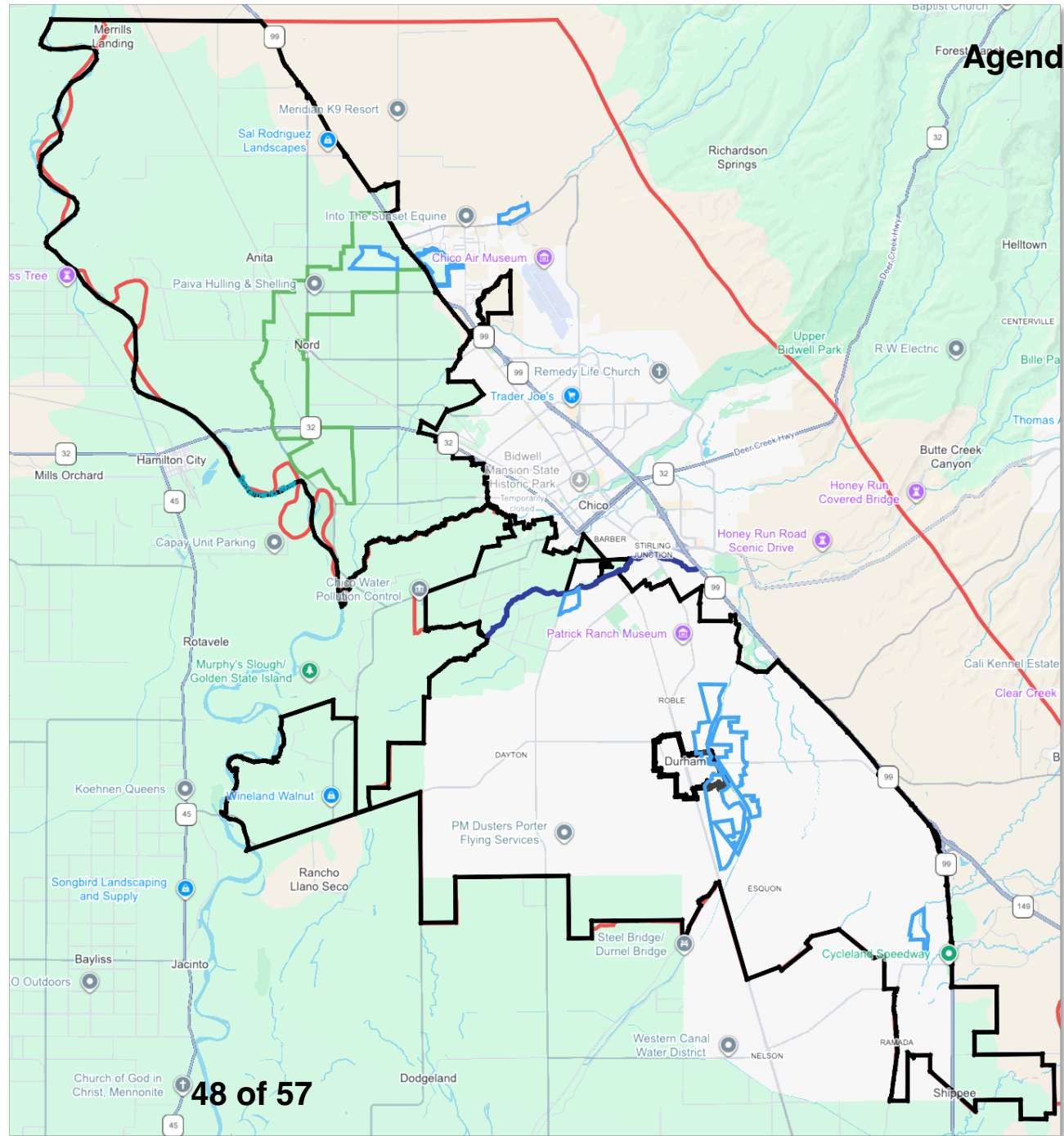
1,500 - 3,500 acre-feet (AF)



Surface Water Supply Feasibility Analysis



Recharge Update





Completed Investigations & Field Activities

Vina Subbasin Recharge Feasibility — Site-by-Site Activity Matrix

Activity	V	N	R	M	W	County	RI
tTEM Surveys	•	•	•	•	•		
CPT Investigations	•	•				•	•
Sonic Soil Borings	•	•	•		•		•
In-Situ Permeability Testing	•	•	•		•		•
Groundwater Monitoring Wells	•				•		•
Pilot Ponding Tests	•					•	•
Tile-Drain Pilot Testing	•						

Also completed: Stilling wells installed & monitored in Camanche Creek and Rock Creek • Water sampling at all three monitoring wells and Camanche Creek



Demand Reduction Strategies

Why this matters

Demand Reduction is **one of three pillars** in the Vina Subbasin sustainability strategy:

1. **Import surface water** to replace groundwater pumping (TWD's core mission)
2. **Increase natural recharge** at priority sites
3. **Reduce agricultural demand** — the subject of this report

DRS won't get us to sustainability on its own, but it's a necessary complement to surface water and recharge.

What was studied

Two voluntary, field-level pilot programs across the Vina Subbasin:


- **Extended Orchard Replacement (EOR)** — what happens if growers delay replanting almonds/walnuts and hold the ground in idle, cover crops, or short-season crops during the gap.
- **Precision Irrigation (PI)** — whether better irrigation scheduling and tools in established orchards can cut non-beneficial water use without hurting yield.

Demand Reduction Strategies

What it found — water savings potential

Strategy	Field-verified savings	Scale opportunity
EOR — idle ground or winter cover crop	0.91-2.62 AF/acre/year (cover crop strongly preferred for soil health)	Illustrative scenario: ~2,900 AF/year subbasin-wide
PI — expanded pressure chamber use in walnuts	~0.65 AF/acre/year (21.7% less applied water, no yield loss)	+20% adoption on ~3,000 ac walnuts = ~1,950 AF/year
PI — shift midday → nighttime irrigation	Reduces evaporative losses; ~\$65/acre/year PG&E savings	Grower-facing financial win; leverage for outreach


Plus two supporting findings: 20-25% of Butte County irrigation systems have poor distribution uniformity (fixable), and small farms (<100 ac) represent ~85% of landowners and deserve targeted outreach.



Demand Reduction Strategies

Key recommendations

- **Promote winter/spring cover crops** as the preferred EOR practice (best combination of water savings and agronomic co-benefits).
- **Build an incentive-based EOR program** using the new Water Savings Calculator and ERA Economics cost analysis — required payments up to ~\$790/ac/year to elicit voluntary participation.
- **Push pressure chamber adoption and nighttime irrigation** through education and cost-share.
- **Track annual orchard removal data** — commodity prices drive removals, not tree age.
- **Pursue future grant funding** now that validated program designs and defensible savings numbers exist.



Demand
Reduction
Strategies

What it costs the Districts


Nothing right now. This work was funded entirely by the Vina GSA's SGM Implementation Grant. No TWD or Rock Creek RD dollars are requested. Future implementation (an actual incentive program) would require a separate funding source — Prop 4, WaterSMART, or similar — and Board action at that time.

Bottom line

DRS is real, measurable, and complementary. The pilot gives the subbasin a defensible toolkit — calculator, case studies, economic analysis, and technical bulletins — to pursue future demand reduction funding without starting from scratch. It does not replace the need for surface water imports or expanded recharge, but it strengthens the overall sustainability case and improves our competitiveness for the next round of state and federal grants.

**TWD
2026-27
Assessment**

TWD DRAFT Planning Budget (as of 2026/04/01)	2026-27 TOTALS	RESERVES
Personnel		
Personnel Subtotal	\$ 215,500	\$ 148,067
Office		
Office Subtotal	\$ 75,500	\$ 61,196
External Support		
External Support Subtotal	\$ 63,670	\$ 66,403
General & Admin Expenses	\$ 354,670	\$ 275,665
Litigation Support	\$ -	\$ 75,000
Technical Support	\$ 50,000	\$ 90,000
Lobbying & Funding Advocacy	\$ 50,000	\$ 50,000
Reserves	\$ 17,399	\$ 50,000
Total	\$ 472,069	\$ 540,665
Actual Per Parcel	96,071	4.91



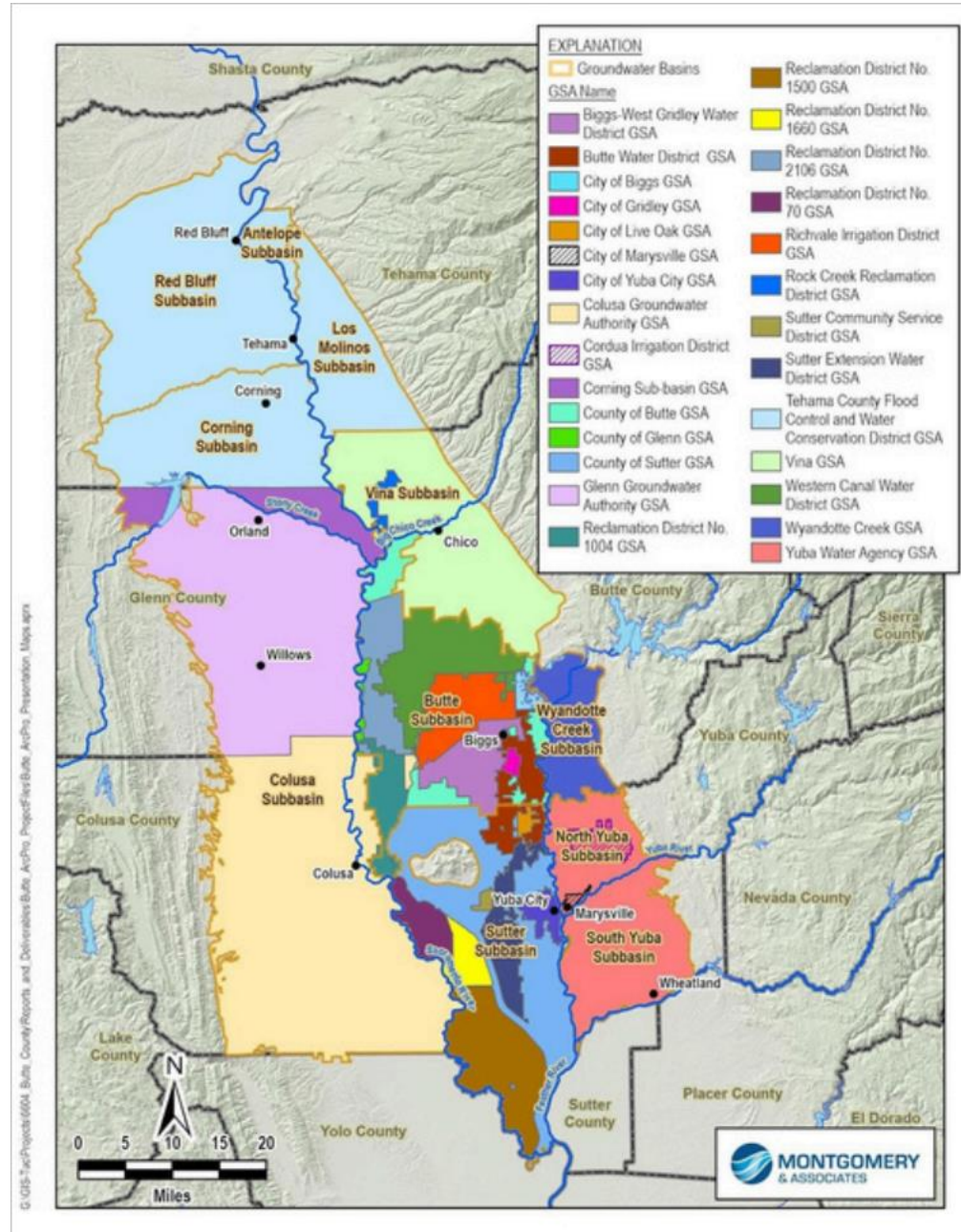
Interbasin
Coordination


Ensuring Regionally Sustainable Groundwater Management

The California Sustainable Groundwater Management Act (SGMA) requires that Groundwater Sustainability Agencies (GSAs) develop and implement Groundwater Sustainability Plans (GSPs) to manage groundwater resources and conditions in each of the State's groundwater basins. One of the requirements for a GSP is that it does not adversely affect sustainable groundwater management in an adjoining groundwater basin or subbasin.

<https://www.buttecounty.net/2221/North-Sacramento-River-Corridor-Inter-Ba>

Interbasin Coordination





Interbasin Coordination

Document Summary

This is a draft, \$5 million, multi-agency workplan coordinated through the NCWA Groundwater Task Force and DWR's Sustainable Groundwater Management Office. It proposes three components:

1. **ISW Data Collection** — Field data collection on "multi-basin streams" (Sacramento, Feather, Yuba, American, Bear rivers and Cottonwood, Thomes, Stony, and Butte creeks) to develop stream reach water budgets, assess gaining/losing reaches, and characterize stream-aquifer gradients.
2. **Regional Surface Water-Groundwater Model** — Refinement, calibration, and application of an existing DWR regional model (C2VSimFG or SVSim) to simulate ISW depletions. Key applications include establishing a "2015 Condition" baseline and running sensitivity analyses showing how changes in pumping ($\pm 5\%$, 10%, 20%) affect stream depletion across the Valley.
3. **Framework and Support for GSAs** — Development of regional guidance for defining sustainable management criteria (SMCs) for ISW, including identification of beneficial users, example definitions of "significant and unreasonable effects," and quantitative threshold examples. A technical memorandum will document relationships between groundwater levels and ISW depletion at monitoring wells in each subbasin.