



IN REPLY REFER TO:

CGB-100

2.2.4.22

United States Department of the Interior

BUREAU OF RECLAMATION
2800 Cottage Way
Sacramento, CA 95825-1898



MAY 26 2020

City Manager
City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691-2712

Subject: Water Infrastructure Improvements for the Nation Act Contract No. 0-07-20-W0187-P
Between the United States and the City of West Sacramento Providing for Project
Water Service – Central Valley Project, California

Dear City Manager:

Enclosed is an executed original of the subject contract for your records. The Bureau of Reclamation appreciates the effort expended by the City of West Sacramento and its representatives relative to this contract.

Exhibit C to the Contract Amendment will be finalized on the Effective Date of the Contract Amendment, in accordance with the Water Infrastructure Improvements for the Nation Act of 2016 (Public Law 114-322).

If there are any questions, please contact Mr. Stanley Data, Repayment Specialist, at sdata@usbr.gov or (916) 978-5246.

Sincerely,

**Ernest A.
Conant**

Digitally signed by
Ernest A. Conant
Date: 2020.05.26
08:32:18 -07'00'

Ernest A. Conant
Regional Director

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Sacramento River, Central Valley Project, California

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES
AND
CITY OF WEST SACRAMENTO
PROVIDING FOR
PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Sacramento River, Central Valley Project, California

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES
AND
THE CITY OF WEST SACRAMENTO
PROVIDING FOR WATER SERVICE AND FACILITIES REPAYMENT

THIS AMENDMENT ("Amendment") to the Contract Between the United States of America and the City of West Sacramento, Diverter of Water from Sacramento River Sources, Providing for Project Water Service and Agreement on Diversion of Water ("Existing Contract") (collectively, "Contract"), is made this 29TH day of MAY, 20 20, in pursuance generally of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322, 130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Amendment, hereinafter referred to as the Contracting Officer, and THE CITY OF WEST SACRAMENTO, hereinafter referred to as the Contractor.

WITNESSETH, That:

EXPLANATORY RECITALS

[1st] WHEREAS, the United States and the Contractor entered into Contract Number 0-07-20-W0187, which established terms for the delivery of Project Water to the Contractor, as in effect the date the WIIN Act was enacted, and as may have been amended; and

[2nd] WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the WIIN Act; and

[3rd] WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users’ association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions.”; and

[4th] WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

[5th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment, exchange and transfer contractual rights between the water users’ association [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’ association [Contractor] and their landowners as provided under State law.”; and

[6th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that
“implementation of the provisions of this subtitle shall not alter...(3) the priority of a water
service or repayment contractor to receive water; or (4) except as expressly provided in this
section, any obligations under the reclamation law, including the continuation of Restoration
Fund charges pursuant to section 3407(d) (Public Law 102-575), of the water service and
repayment contractors making prepayments pursuant to this section.”; and

[7th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
Secretary to convert municipal and industrial (M&I) water service contracts into repayment
contracts, amend existing repayment contracts, and allow contractors to prepay their construction
cost obligations pursuant to applicable Federal Reclamation law; and

[8th] WHEREAS, the Contracting Officer and the Contractor agree to amend the
Existing Contract with the execution of this Amendment; and

[9th] WHEREAS, the Contracting Officer and the Contractor agree that this
Amendment complies with Section 4011 of the WIIN Act.

NOW, THEREFORE, in consideration of the covenants herein contained, it is hereby
mutually agreed by the parties hereto as follows:

1. Article 1 of the Existing Contract, entitled DEFINITIONS is amended as follows:

a. Subdivisions (c) and (g) of Article 1 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (c) and (g):

(c) “Year” shall mean the period from and including March 1 of each
Calendar Year through the last day of February of the following Calendar Year.

(g) “Municipal and Industrial Water” or “M&I” shall mean the use of
Project Water for municipal, industrial, and miscellaneous other purposes not falling under the

definition of Irrigation Water or within another category of water use under an applicable Federal authority.

c. Subdivisions (h) through (w) are added at the end of Article 1 of the Existing Contract as follows:

(h) "Calendar Year" shall mean the period January 1 through December 31, both dates inclusive.

(i) "Charges" shall mean the payments required by Federal Reclamation law in addition to the Rates and Tiered Pricing Component specified in this Contract as determined annually by the Contracting Officer pursuant to this Contract.

(j) "Condition of Shortage" shall mean a condition respecting the Project during any Year that the Contracting Officer is unable to deliver sufficient water to meet the Contract Total.

(k) "Contract Total" shall mean the maximum amount of water to which the Contractor is entitled under subdivision (a) of Article 3 of this Contract.

(l) "Full Cost Rate" shall mean an annual rate as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M deficits funded, less payments, over such periods as may be required under Federal Reclamation law, or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated in accordance with subsections 202(3)(B) and (3)(C) of the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA. The Full Cost Rate

includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations for the RRA.

(m) "Irrigation Water" shall mean the use of Project Water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

(n) "M&I Full Cost Rate" shall mean the Full Cost Rate applicable to the delivery of M&I Water.

(o) "Project Contractors" shall mean all parties who have contracts for water service for Project Water from the Project with the United States pursuant to Federal Reclamation law.

(p) "Rates" shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project, as described in subdivision (a) of Article 7 of this Contract.

(q) "Recent Historic Average" shall mean the most recent five-year average of the final forecast of Water Made Available to the Contractor pursuant to this Contract or its preceding contract(s).

(r) "Tiered Pricing Component" shall be the incremental amount to be paid for each acre-foot of Water Delivered as described in subdivision (j) of Article 7 of this Contract.

(s) "Water Delivered" or "Delivered Water" shall mean Project Water diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer.

(t) "Water Made Available" shall mean the estimated amount of Project Water that can be delivered to the Contractor for the upcoming Year as declared by the Contracting Officer, pursuant to subdivision (a) of Article 3 of this Contract.

(u) "Additional Capital Obligation" shall mean construction costs or other capitalized costs incurred after June 1, 2020 or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law 114-322, 130 Stat. 1628) ("WIIN Act").

(v) "Existing Capital Obligation" shall mean the remaining amount of construction costs or other capitalized costs allocable to the Contractor as described in section 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively, in the Final 2020 Ratebooks, as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit C, which is incorporated herein by reference.

(w) "Repayment Obligation" for Water Delivered as Irrigation Water shall mean the Existing Capital Obligation discounted by $\frac{1}{2}$ of the Treasury rate, which shall be the amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the United States, pursuant to the section 4011(a)(3)(A) of the WIIN Act.

2. Article 2 of the Existing Contract, entitled TERM OF CONTRACT, is amended and replaced in its entirety with the following new Article 2:

2. (a) This Contract shall be effective June 1, 2020 and shall continue so long as the Contractor pays applicable Rates and Charges for Project Water under this Contract,

consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable,
and applicable law;

(1) Provided, That the Contracting Officer shall not seek to
terminate this Contract for failure to fully or timely pay applicable Rates and Charges by the
Contractor, unless the Contracting Officer has first provided at least sixty (60) calendar days
written notice to the Contractor of such failure to pay and Contractor has failed to cure such
failure to pay, or to diligently commence and maintain full curative payments satisfactory to the
Contracting Officer within the sixty (60) calendar days' notice period;

(2) Provided further, The Contracting Officer shall not seek to
suspend making water available or declaring Water Made Available pursuant to this Contract for
non-compliance by the Contractor with the terms of this Contract or Federal law, unless the
Contracting Officer has first provided at least thirty (30) calendar days written notice to the
Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence
curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully
cured within the thirty (30) calendar days' notice period. If the Contracting Officer has
suspended making water available pursuant to this paragraph, upon cure of such noncompliance
satisfactory to the Contracting Officer, the Contracting Officer shall resume making water
available and declaring Water Made Available pursuant to this Contract;

(3) Provided further, That this Contract may be terminated at
any time by mutual consent of the parties hereto.

(b) Upon complete payment of the Repayment Obligation by the
Contractor, and notwithstanding any Additional Capital Obligation that may later be established,

the acreage limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform Act of 1982 shall no longer be applicable to the Contractor pursuant to this Contract.

(c) Omit.

(d) Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits, under the Act of June 21, 1963 (77. Stat. 68), to the extent allowed by law.

3. Article 3, of the Existing Contract, entitled WATER TO BE FURNISHED TO THE CONTRACTOR, is amended as follows:

a. Subdivision (a) of Article 3 of the Existing Contract is amended and replaced in its entirety with a new subdivision (a) as follows:

(a) Subject to the conditions, limitations, and provisions hereinafter expressed, and only at times when water is unavailable for diversion by the Contractor pursuant to Permit Number 18150 issued by the California State Water Resources Control Board, the Contracting Officer shall make available for delivery to the Contractor 9,680 acre-feet of Project Water for M&I purposes for use within its service area delineated on Exhibit A, attached hereto and made a part hereof. During each Year, the Contractor shall not divert more than 18,350 acre-feet of water under Permit Number 18150, and a combined total of 23,600 acre-feet of water under Permit Number 18150 and Project Water under this Contract pursuant to Term 19 of Permit Number 18150.

b. Subdivision (e) of Article 3 of the Existing Contract is amended and replaced in its entirety with a new subdivision (e) as follows:

(e) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

c. Subdivision (h) is added at the end of Article 3 of the Existing

Contract as follows:

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under subdivision (b) of Article 6 of this Contract.

4. Article 4 of the Existing Contract, entitled QUALITY OF WATER, and Article 20 of the Existing Contract, entitled WATER AND AIR POLLUTION CONTROL are amended and replaced in their entirety with a new Article 4 as follows:

PROTECTION OF WATER AND AIR QUALITY

4. (a) The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(b) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the its Project Water Service Area.

(c) This Article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

5. Article 6 of the Existing Contract, entitled WATER SHORTAGE AND

APPORTIONMENT, is amended as follows:

(a) The heading of the Existing Contract is amended and replaced in its entirety with CONSTRAINTS ON THE AVAILABILITY OF WATER.

(b) Subdivisions (a) and (b) of Article 6 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (a) and (b):

(a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

(c) Article 6 of the Existing Contract is amended to add the following new subdivision (c):

(c) Project Water furnished under this Contract will be allocated in accordance with the then-existing Project M&I Water Shortage Policy. Such policy shall be amended, modified, or superseded only through a public notice and comment procedure.

(d) Article 6 of the Existing Contract is amended to add the following new subdivision (d):

(d) By entering into this Contract, the Contractor does not waive any legal rights or remedies it may have to file or participate in any administrative or judicial proceeding contesting (i) the sufficiency of the manner in which any Project M&I Water Shortage Policy adopted after the effective date of this Contract was promulgated; (ii) the

substance of such a policy; or (iii) the applicability of such a policy. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may then have to assert in such a proceeding.

6. Article 7 of the Existing Contract, entitled RATE OF PAYMENT AND QUANTITY OF WATER TO BE PAID FOR, is amended as follows:

(a) The heading of the Existing Contract is amended and replaced in its entirety with RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF FACILITIES.

(b) Subdivision (a) of Article 7 of the Existing Contract is amended and replaced in its entirety with the following new subdivision (a):

(a) Notwithstanding the Contractor's full prepayment of the Repayment Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN Act, as set forth in Exhibit C, and any payments required pursuant to section 4011, subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article, subsection (b), the Contractor's Project construction and other cost obligations shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this

Contract are set forth in Exhibit "B," attached hereto and incorporated herein by reference, as may be revised annually.

(1) The Contractor shall pay the United States as provided for in this Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall be established to recover its estimated reimbursable costs included in the operation & maintenance component of the Rate and amounts established to recover deficits and other charges, if any, including construction costs as identified in the following subdivisions.

(2) In accordance with the WIIN Act, the Contractor's allocable share of Project construction costs will be repaid pursuant to the provisions of this Contract.

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment set forth in Exhibit C. The Repayment Obligation is due in lump sum by July 31, 2020 as provided by the WIIN Act. Notwithstanding any Additional Capital Obligation that may later be established, receipt of the Contractor's payment of the Repayment Obligation to the United States shall fully and permanently satisfy the Existing Capital Obligation.

(B) Additional Capital Obligations that are not reflected in the schedule referenced in Exhibit C and properly assignable to the Contractor, shall be repaid as prescribed by the WIIN Act without interest except as required by law. Consistent with Federal Reclamation law, interest shall continue to accrue on the M&I portion of the Additional

Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B), however, will be considered under subdivision (b) of this Article. A separate agreement shall be established by the Contractor and the Contracting Officer to accomplish repayment of the Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the WIIN Act, subject to the following:

(1) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid not more than five (5) years after the Contracting Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

(2) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid as provided by applicable Federal Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

(c) Subdivision (b) of Article 7 of the Existing Contract is amended and is replaced in its entirety with a new subdivision (b):

(b) In the event that the final cost allocation referenced in Section 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining allocated costs. The term of such additional repayment contract shall be not less than one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate of repayment of such amount may be developed by the Contractor and Contracting Officer. In the event that the final cost allocation indicates that the costs properly assignable to the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such overpayment as an offset against any outstanding or future obligations of the Contractor, with the exception of Restoration Fund charges pursuant to section 3407(d) of Public Law 102-575.

(d) Subdivisions (c) through (f) of Article 7 of the Existing Contract are amended and replaced in their entirety with the following:

(c) The Contracting Officer shall notify the Contractor of the Rates, Charges, and Tiered Pricing Component as follows:

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibit "B."

(2) Prior to October 1 of each Calendar Year, the Contracting Officer shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractor shall be allowed not less than two months to review and comment on such computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "B."

(d) At the time the Contractor submits the initial schedule for the delivery of Project Water for each Year pursuant to subdivision (b) of Article 10 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water scheduled to be delivered pursuant to this Contract during the first two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between advance payments for Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of the following month; Provided, That any revised schedule submitted by the Contractor pursuant to Article 10 of this Contract which increases the amount of Water Delivered pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not delivered to the Contractor in advance of such payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to

this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and until an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable, but no later than April 30th of the following Year.

(e) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (d) of this Article to the United States for Water Delivered, at the Charges and appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery. The payments shall be consistent with the quantities of M&I Water Delivered as shown in the water delivery report for the subject month prepared by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges and applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges and the Tiered Pricing Component shall be made through the adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment of Charges shall be computed pursuant to Article 13 of this Contract.

(f) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

(g) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-Project water through Project facilities shall be allocated and applied in accordance with Federal Reclamation law and the associated rules or regulations, and the then-current Project ratesetting policy for M&I Water.

(h) The Contracting Officer shall keep its accounts pertaining to the administration of the financial terms and conditions of its long-term contracts, in accordance with applicable Federal standards, so as to reflect the application of Project costs and revenues.

The Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense allocations, the disposition of all Project and Contractor revenues, and a summary of all water delivery information. The Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or information.

(i) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component, and/or for making and allocating payments, other than those set forth in this Article may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amending this Contract.

(j) (1) Beginning at such time as deliveries of Project Water in a Year exceed 80 percent of the Contract Total, then before the end of the month following the month of delivery the Contractor shall make an additional payment to the United States equal to the applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the Contract Total, shall equal one-half of the difference between the Rate established under subdivision (a) of this Article and the M&I Full Cost Water Rate. The Tiered Pricing Component for the amount of Water Delivered which exceeds 90 percent of the Contract Total

shall equal the difference between (i) the Rate established under subdivision (a) of this Article and (ii) the M&I Full Cost Water Rate.

(2) Omitted.

(3) For purposes of determining the applicability of the Tiered Pricing Component pursuant to this Article, Water Delivered shall include Project Water that the Contractor transfers to others but shall not include Project Water transferred to the Contractor, nor shall it include the additional water provided to the Contractor under the provisions of subdivision (f) of Article 3 of this Contract.

(k) For the term of this Contract, Rates under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices which implement the Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

(l) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA, the Rates for Project Water transferred by the Contractor shall be the Contractor's Rates adjusted upward or downward to reflect the changed costs, if any, incurred by the Contracting Officer in the delivery of the transferred Project Water to the transferee's point of delivery in accordance with the then applicable Project ratesetting policy.

7. Article 8 of the Existing Contract, entitled **METHOD OF PAYMENT FOR WATER**, is deleted in its entirety.

8. The Article numbers for Articles 9 through 24 of the Existing Contract are amended and redesignated as Articles 8 through 22.

9. Subdivision (a) of Article 9, redesignated Article 8, of the Existing Contract, entitled AGREEMENT ON WATER QUANTITIES, is amended by striking “and any renewal thereof”.

10. Article 11, redesignated Article 10, of the Existing Contract, entitled SCHEDULES, is amended and replaced in its entirety with the following new Article 10:

(a) The heading of Article 10 of the Existing Contract is amended and replaced in its entirety with TIME FOR DELIVERY OF WATER.

(b) Article 10 of the Existing Contract is amended and replaced in its entirety with the following new Article 10:

10 (a) On or about February 20 of each Calendar Year, the Contracting Officer shall announce the Contracting Officer’s expected declaration of the Water Made Available. Such declaration will be expressed in terms of both Water Made Available and the Recent Historic Average and will be updated monthly, and more frequently if necessary, based on then-current operational and hydrologic conditions and a new declaration with changes, if any, to the Water Made Available will be made. The Contracting Officer shall provide forecasts of Project operations and the basis of the estimate, with relevant supporting information, upon the written request of the Contractor. Concurrently with the declaration of the Water Made Available, the Contracting Officer shall provide the Contractor with the updated Recent Historic Average.

(b) On or before each March 1 and at such other times as necessary, the Contractor shall submit to the Contracting Officer a written schedule, satisfactory

to the Contracting Officer, showing the monthly quantities of Project Water to be delivered by the United States to the Contractor pursuant to this Contract for the Year commencing on such March 1. The Contracting Officer shall use all reasonable means to deliver Project Water according to the approved schedule for the Year commencing on such March 1.

(c) The Contractor shall not schedule Project Water in excess of the quantity of Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor's Service Area or to sell, transfer, or exchange pursuant to subdivision (e) of Article 3 of this Contract during any Year.

(d) Subject to the conditions set forth in subdivision (a) of Article 3 of this Contract, the United States shall deliver Project Water to the Contractor in accordance with the initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented.

11. Article 12, redesignated Article 11, of the Existing Contract, entitled COMPLIANCE WITH RULES AND REGULATIONS, is amended as follows:

(a) The heading of Article 11 of the Existing Contract is amended and replaced in its entirety with RULES, REGULATIONS AND DETERMINATIONS.

(b) Article 11 of the Existing Contract is amended and replaced in its entirety with the following new Article 11:

11. (a) The parties agree that the delivery of Project Water or the use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and

implied provisions, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

12. Article 13, redesignated Article 12, of the Existing Contract, entitled

PENALTY FOR DELINQUENT PAYMENTS, is amended as follows:

(a) The heading of Article 12 of the Existing Contract is amended and replaced in its entirety with CHARGES FOR DELINQUENT PAYMENTS.

(b) Article 12 of the Existing Contract is amended and replaced in its entirety with the following new Article 12:

12. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

13. Article 14, redesignated Article 13, of the Existing Contract, entitled

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED, is amended and replaced in its entirety with the following:

13. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

14. Article 15, redesignated Article 14, of the Existing Contract, entitled OFFICIALS NOT TO BENEFIT, is amended and replaced in its entirety with the following new Article 14:

14. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

15. Article 16, redesignated Article 15, of the Existing Contract, entitled CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS, is amended and replaced in its entirety with the following new Article 15:

15. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

16. Article 17, redesignated Article 16, of the Existing Contract, entitled BOOKS, RECORDS, AND REPORTS, is amended and replaced in its entirety with the following:

16. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine

and make copies of the other party's books and records relating to matters covered by this Contract.

17. Article 18, redesignated Article 17, of the Existing Contract, entitled EQUAL OPPORTUNITY, is amended and replaced in its entirety with the following new Article 17:

EQUAL EMPLOYMENT OPPORTUNITY

17. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Article 19, redesignated Article 18, of the Existing Contract, entitled TITLE VI, CIVIL RIGHTS ACT OF 1964, is amended as follows:

(a) The heading of the Existing Contract is amended and replaced in its entirety with COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS.

(b) Article 18 is amended and replaced in its entirety with the following new Article 18:

18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

19. Article 21 of the Existing Contract, redesignated Article 19, entitled GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT, is amended as follows:

(a) Subdivisions (a) and (b) of Article 19 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (a) and (b):

(a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor

20. Article 22, redesignated Article 20, of the Existing Contract, entitled NOTICES, is amended and replaced in its entirety with the following new Article 20:

20. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Northern California Area Office, Bureau of Reclamation, 16349 Shasta Dam Boulevard, Shasta Lake, CA 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the City Manager, City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, CA 95691-2712. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

21. Article 24, redesignated Article 22, of the Existing Contract, entitled CHANGES IN CONTRACTOR'S SERVICE AREA, is amended as follows:

(a) The heading of Article 24, redesignated Article 22, of the Existing Contract is amended and replaced in its entirety with CHANGES IN CONTRACTOR'S ORGANIZATION OR SERVICE AREA.

(b) Redesignated Article 22 of the Existing Contract is amended and replaced in its entirety with the following new Article 22:

22. While this Contract is in effect, no change may be made in the Contractor's organization or Service Area, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

PRIVACY ACT COMPLIANCE

22. Omitted.

OPERATION AND MAINTENANCE BY A NON-FEDERAL ENTITY

23. Omitted.

OPERATION AND MAINTENANCE OF TRANSFERRED WORKS

24. Omitted.

EMERGENCY RESERVE FUND

25. Omitted.

EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR

DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

26. Omitted.

ADMINISTRATION OF FEDERAL PROJECT LANDS

27. Omitted.

CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

28. Omitted.

RECLAMATION REFORM ACT OF 1982

29. Omitted.

CERTIFICATION OF NONSEGREGATED FACILITIES

30. Omitted.

PEST MANAGEMENT

31. Omitted.

32. The Existing Contract is amended to add Article 33, entitled **MEDIUM FOR**

TRANSMITTING PAYMENTS, as follows:

33. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONFIRMATION OF AMENDMENT

33. Promptly after the execution of this Amendment, the Contractor will provide evidence to the Contracting Officer that, pursuant to the laws of the State of California, the Contractor is a legally constituted entity and the Amendment is lawful, valid, and binding on the Contractor. This Amendment will not be binding on the United States until the Contractor provides evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide or the Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the

691 State of California, confirming the proceedings on the part of the Contractor for the authorization
692 of the execution of this Amendment.

693 Under California law, there is no requirement for court validation proceedings or
694 decrees for municipal contractors.

695 AMENDMENT DRAFTING CONSIDERATIONS

696 34. This Amendment has been negotiated and reviewed by the parties hereto, each of
697 whom is sophisticated in the matters to which this Amendment pertains. The double-spaced
698 Articles of this Amendment have been drafted, negotiated, and reviewed by the parties, and no
699 one party shall be considered to have drafted the stated articles. Single-spaced articles are
700 standard articles pursuant to Reclamation policy.

701 35. Except as specifically provided for in this Amendment, the provisions of the
702 Existing Contract shall continue in full force and effect as originally written and executed.


703 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
704 day and year first above written.

705 UNITED STATES OF AMERICA

706
707
708
709


APPROVED AS TO LEGAL
FORM AND SUFFICIENCY


OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By: 
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

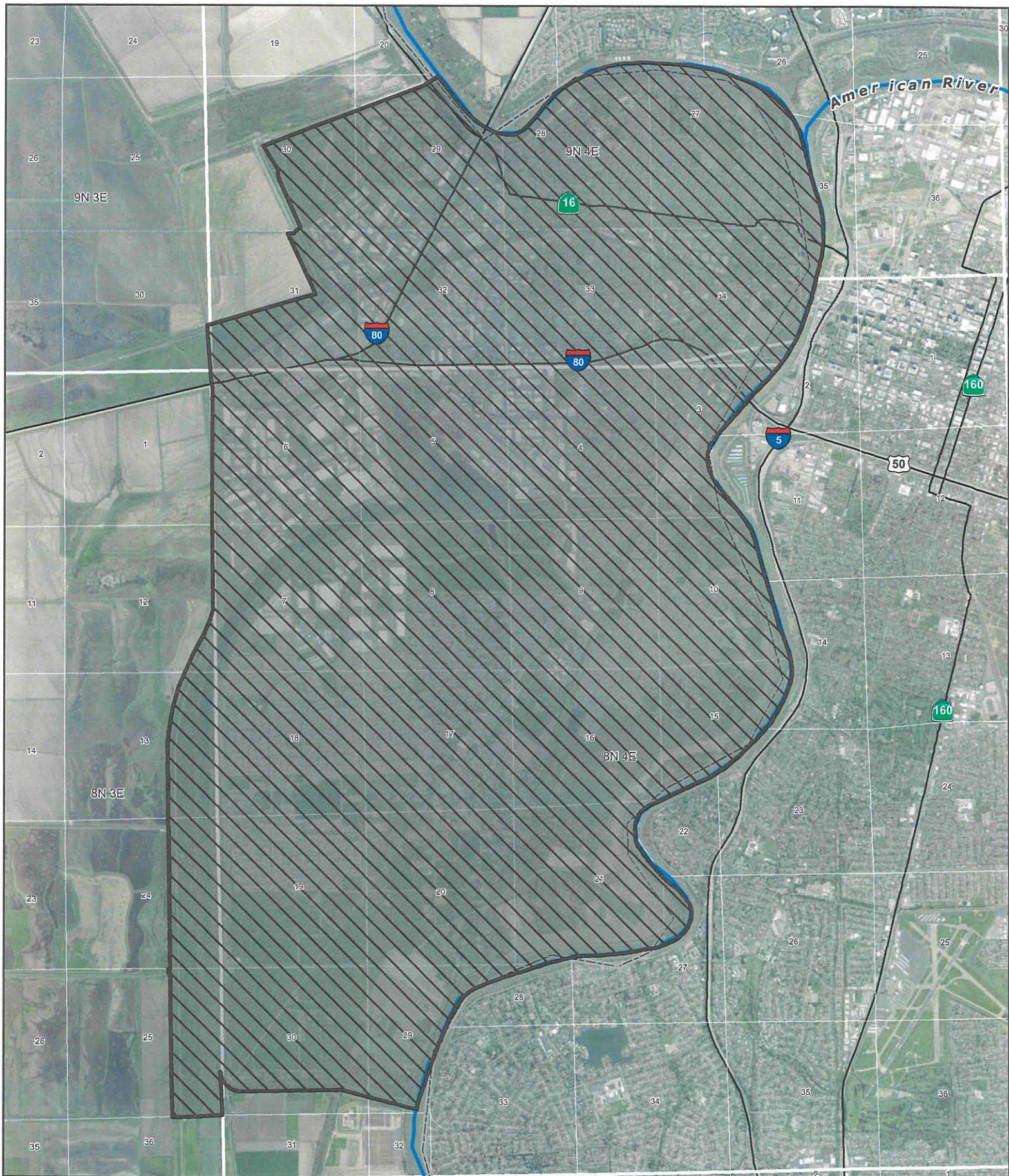
710 CITY OF WEST SACRAMENTO
711 (SEAL)



712
713

By: 
Mayor

714 Attest:

715 By: 
716 City Clerk



-  District Boundary
-  Contractor's Service Area

City of West Sacramento

Contract No. 0-07-20-W0187-P

Exhibit A



— BUREAU OF —
RECLAMATION



Exhibit B
CITY OF WEST SACRAMENTO
2020 Rates and Charges
(Per Acre-Foot)

	M&I Water
COST-OF-SERVICE (COS) RATE¹	
Construction Component	\$0.00
O&M Component	
Water Marketing	\$6.12
Storage	\$14.99
Deficit Cost Component	
Interest Bearing	\$0.00
ARRA Component	\$0.00
TOTAL COS RATE¹	\$21.11
M&I FULL COST RATE¹	\$21.11
CHARGES AND ASSESSMENTS (<i>Payments in Addition to Rates</i>)	
P.L. 102-575 Surcharges (Restoration Fund Payments) ² [Section 3407(d)(2)(A)]	\$21.82
P.L. 106-377 Assessment (Trinity Public Utilities District) ³ [Appendix B, Section 203]	\$0.12

EXPLANATORY NOTES

- 1 The contract rate (\$26.55) and cost of service rate (\$23.24) for the City of West Sacramento are not the same. The contract rate is adjusted every five years. This will end June 30, 2020.
- 2 The surcharges were determined pursuant to Title XXXIV of P.L. 102-575. Restoration Fund surcharges under P.L.102-575 are determined on a fiscal year basis (10/1-9/30).
- 3 The Trinity Public Utilities District Assessment is applicable to each acre-foot of water delivered from 3/1 to 2/28 and is adjusted annually.

Additional details of the rate components are available on the Internet at
www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html.

Exhibit C

Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

Unpaid Construction Cost from the 2020 Water Rate Books*

Contractor: City of West Sacramento
Facility: Sacramento River - Willows
Contract: 0-07-20-W0187-P

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba and A-2Bc)		
	Unpaid Cost	Discount
Construction Cost (Excludes Intertie):	\$ -	
2019 Repayment (Estimate) **	\$ -	
Adjusted Construction Cost (Excludes Intertie):	\$ -	\$ -
Intertie Construction Cost:	\$ -	\$ -
Total	\$ -	\$ -
If Paid in Installments (Used 20 yr CMT).		
Due		
Payment 1 N/A		\$ -
Payment 2 N/A		\$ -
Payment 3 N/A		\$ -
Payment 4 N/A		\$ -
Total Installment Payments		\$ -
20 yr CMT Rates		N/A
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))		N/A

M&I Construction Cost (2020 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	\$ (242,387)
2019 Repayment (Estimate) **	\$ -
Adjusted Construction Cost***:	\$ (242,387)

Calculation Support: Irrigation Lump Sum or First Payment Due Date N/A
Days Until the End of the Fiscal Year N/A

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2031-63				\$ -	\$ -	\$ -	\$ -
Total, Lump Sum Payment			\$ -			\$ -	\$ -

Amount of Reduction, Lump Sum \$ - \$ - \$ -

* Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

** 2019 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

*** Excludes Interest to payment date as Interest will be computed as an annual expense as usual.