

MEMORANDUM

To: Vandalia Water District Board Members
Members of the Public

From: Cinthia Canales
Administrative Assistant

Date: June 5, 2026

Re: June Board Packet

Enclosed is this month's Board Packet, which includes:

- June GSA & Regular Agenda
- GSA Draft Minutes – May 13, 2026
- April ET Consumption Report
- Basin-wide GSP/Coordination Agreement Cost Share MOU & Scope of Work
- Regular Meeting Draft Minutes – May 13, 2026
- List of Officers & Appointments
- County Assessment Collection Agreement Resolution 2026-6-1
- Water Delivery Report
- Rodent Control Release of Liability

Notice of ADA Compliance: The District is committed to making its meetings accessible to all citizens. In accordance with the Americans with Disabilities Act (“ADA”), if any person(s) requires special accommodations to participate, they should contact the District’s secretary at 559-686-4716, preferably at least 48 hours in advance of the meeting.

Vandalia

Water District and Groundwater Sustainability Agency

Vandalia Water District and Vandalia WD Groundwater Sustainability Agency Board of Directors – Regular Meeting Agenda

June 10, 2026

Location: 105 W Teapot Dome Ave, Porterville, CA 93257

Time: 10:30 a.m.

Sitting as the Vandalia Water District Board of Directors and, where indicated, as the Governing Body of the Vandalia WD Groundwater Sustainability Agency

1. Call to Order.
2. Public Comment and Agenda Approval.
 - a) Public Comment – During this item, members of the public will be afforded an opportunity to address the Board on any matter within the jurisdiction of the District at the beginning of the session or before the Board’s consideration of an agenda item regarding that item. Comments are limited to 3 minutes per person, unless otherwise indicated by the Board President, with a maximum of 30 minutes for public comments overall. Cal. Gov. Code § 54954.3.
 - b) Agenda Approval (GSA and District Combined) – **Action Item**

Vandalia WD Groundwater Sustainability Agency Open Session Items

3. General Administration.
 - a. Minutes of May 13, 2026, GSA Meeting – **Action Item** - *Attachment*
4. Sustainable Groundwater Management Act.
 - a. Updates
 - i. April ET Consumption – Groundwater Use Summary Report - *Attachment*
 - b. Other
 - i. Tule Subbasin Coordination - Update
 - ii. Basin-wide GSP/Coordination Agreement Cost Share MOU & Scope of work – **Action Item** - *Attachment*

Vandalia Water District Open Session Items

5. General Administration
 - a. Minutes of May 13, 2026, Board Meeting – **Action Item** - *Attachment*
 - b. List of Officers and Appointments – **Action Item** - *Attachment*
 - c. November General Election – Update

Vandalia

Water District and Groundwater Sustainability Agency

6. Financial Statement / Bills
 - a. Treasurer's Report & Bills to approve – **Action Item** - *Attachment*
 - b. Bank Signatory – **Action Item** – *Attachment*
 - c. County Assessment Collection Agreement. Resolution 2026-6-1: Resolution Certifying to the County of Tulare the Validity of the legal process used to place charges on the secured tax roll; Compliance Certification and Hold Harmless Statement – **Action Item** - *Attachment*
7. Water Operations
 - a. Water delivery report - *Attachment*
8. Company Operations and Maintenance
 - a. Operations and Maintenance Report
 - b. Rodent Control: Release of Liability and Acknowledgement Agreement – **Action Item** - *Attachment*
 - c. Solar Project Update
9. Tule River Association
 - a. Update

Adjourn to Closed Session sitting as the Vandalia WD GSA Governing Body

10. District Closed Session
 - a. Legal – Pending Litigation
 - i. CONFERENCE WITH LEGAL COUNSEL – PENDING OR THREATENED LITIGATION in accordance with Government Code Section 54956.9(b): (one case)
11. Next Regular Meeting: July 8, 2026, at 10:30 a.m.
105 W Teapot Dome Ave, Porterville, CA 93257

Adjourn to Open Session

12. Report from Closed Session (if any)
13. Adjournment.

**Agenda posted for public information on June 5, 2026, pursuant to Cal. Gov. Code 54954.2(a), in front of the District's office at 2032 S. Hillcrest St, Porterville, CA 93257, and at 105 W Teapot Dome Ave, Porterville, CA 93257, and on the District's website at www.ltrid.org.

Meetings Hearings and Notices

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the District to provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for such assistance and for agendas

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Water District and Groundwater Sustainability Agency

and agenda packets shall be made in person, by telephone, facsimile, or written correspondence at the office of Vandalia Water District, at least 48 hours before a public Authority meeting.

**Vandalia Water District
Board of Directors
Groundwater Sustainability Agency Meeting Minutes
May 13, 2026
Location: 105 W Teapot Dome Ave, Porterville, CA 93257
Time: 10:30 a.m.**

1. Call to Order: The meeting was called to order at 10:30 a.m. by President Meier.

2. Roll Call:

Director Steve Meier		November 2028
Director Jim Zimmerman		November 2028
Director Dyson Schneider		November 2028
Director Mike Bennett		November 2026
Director Roger Everett	(ABSENT)	November 2026

District Staff:

John Michael Domondon, Operations Manager
Travis Millwee, Resources Manager
Mark Greenall, Controller
Kirk Masters, Water Superintendent
Jack Lopez, Field Superintendent
Alex Peltzer, General Counsel (via Video Conference)

Others, Landowners and Public:

3. General Administration.

a. Agenda Approval

On motion by Director ZIMMERMAN, second by Director BENNETT, and unanimously approved, the agenda was approved.

b. Minutes of April 15, 2026, Special GSA Meeting

The Board reviewed the April 15, 2026, Special GSA Meeting Minutes. On motion by Director ZIMMERMAN, second by Director BENNETT, and unanimously approved, the minutes were approved as presented.

- c. Minutes of April 24, 2026, Special GSA Meeting
The Board reviewed the April 24, 2026, Special GSA Meeting Minutes. On motion by Director ZIMMERMAN, second by Director BENNETT, and unanimously approved, the minutes were approved as presented.
4. Public Comment
No Public Comment.
5. Sustainable Groundwater Management Act.
 - a. Updates
Lower Tule River Irrigation District representative DOMONDON groundwater accounting and monthly report. No action was taken.
 - b. Other
 - i. Tule Subbasin Coordination.
The Board of Directors reviewed the State Water Control Probationary Status, the Tule Subbasin Coordination effort, and the Single GSP effort. No action was taken.
 - ii. Resolution 2026-5-1: Designation of Don Tucker as the Tule Subbasin Plan Manager
DOMONDON reviewed the Resolution 20226-5-1. On motion by Director BENNETT, second by Director ZIMMERMAN, and unanimously approved, the resolution was approved as presented.
6. Next GSA Meeting: June 10, 2026, at 10:30 a.m.
105 W Teapot Dome Ave, Porterville, CA 93257
7. Adjournment at 11:00 a.m. by Board President Meier.

CERTIFICATION: THIS IS TO CERTIFY THAT THE ORIGINAL AGENDA FOR THE REGULAR MEETING AND GROUND SUSTAINABILITY AGENCY WAS POSTED AT THE DISTRICT OFFICE ON MAY 8, 2026.

IF ANYONE WANTS COPIES OF ANY OF THE REFERENCED BOARD MATERIALS THEY MAY CONTACT THE DISTRICT ADMINISTRATIVE ASSISTANT, CINTHIA CANALES AT 559-686-4716 OR BY EMAIL customerservice@ltrid.org.

Respectfully submitted,

John Michael Domondon
Operations Manager

Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No.4.a.i

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: April ET Consumption - Groundwater Use Summary Report

SUMMARY and RECOMMENDED ACTION:

Receive and file the April 2026 ET Consumption – Groundwater Use Summary Report. The report provides a summary of monthly surface water deliveries, estimated evapotranspiration (ET) consumption, and groundwater use exceedances within the District. The updated April 2026 report will be provided as an attachment to this agenda item.

DISCUSSION:

As part of the District's ongoing groundwater management and monitoring efforts, staff prepares monthly ET Consumption – Groundwater Use Summary Reports to track water use within the District service area. The report compares estimated evapotranspiration consumption against reported surface water deliveries to identify groundwater use and any exceedance amounts subject to the District's groundwater management policies.

The April 2026 report summarizes:

- Monthly surface water deliveries 97 AF
- Total estimated evapotranspiration (ET) consumption 326 AF
- Groundwater use exceedances 0.00 AF

This information assists the Board in monitoring water use trends and ensuring compliance with applicable groundwater allocation requirements. The updated April 2026 report will be attached for Board review and discussion.

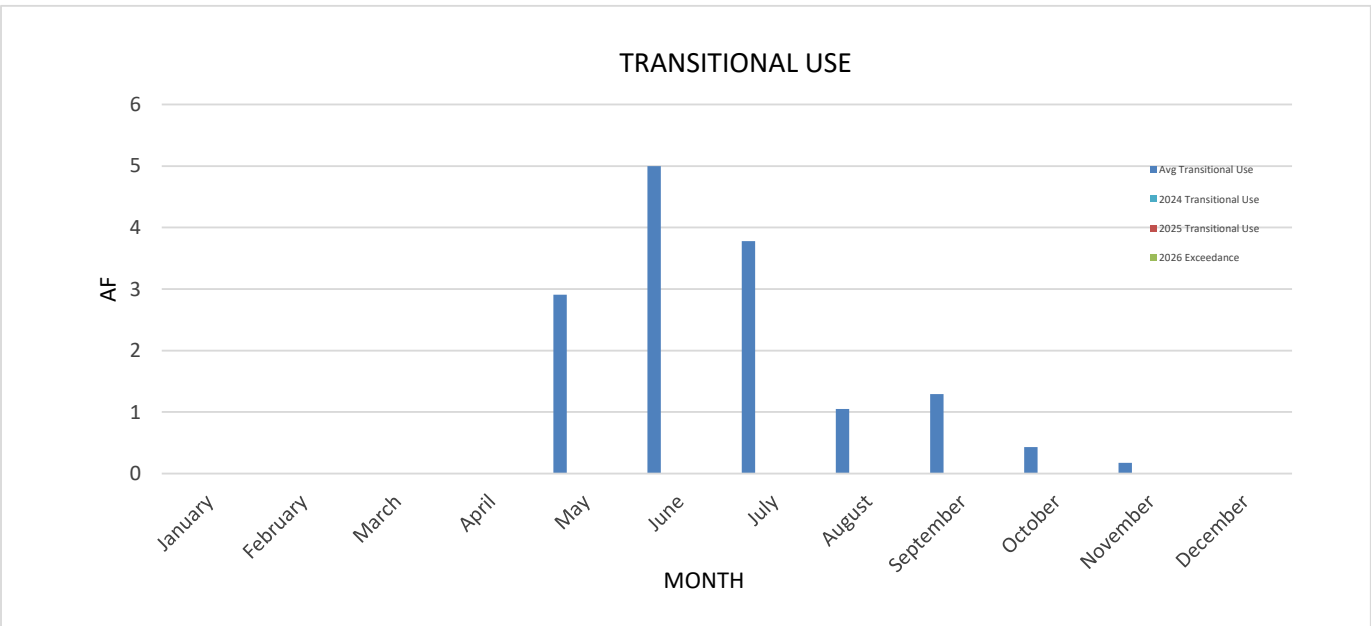
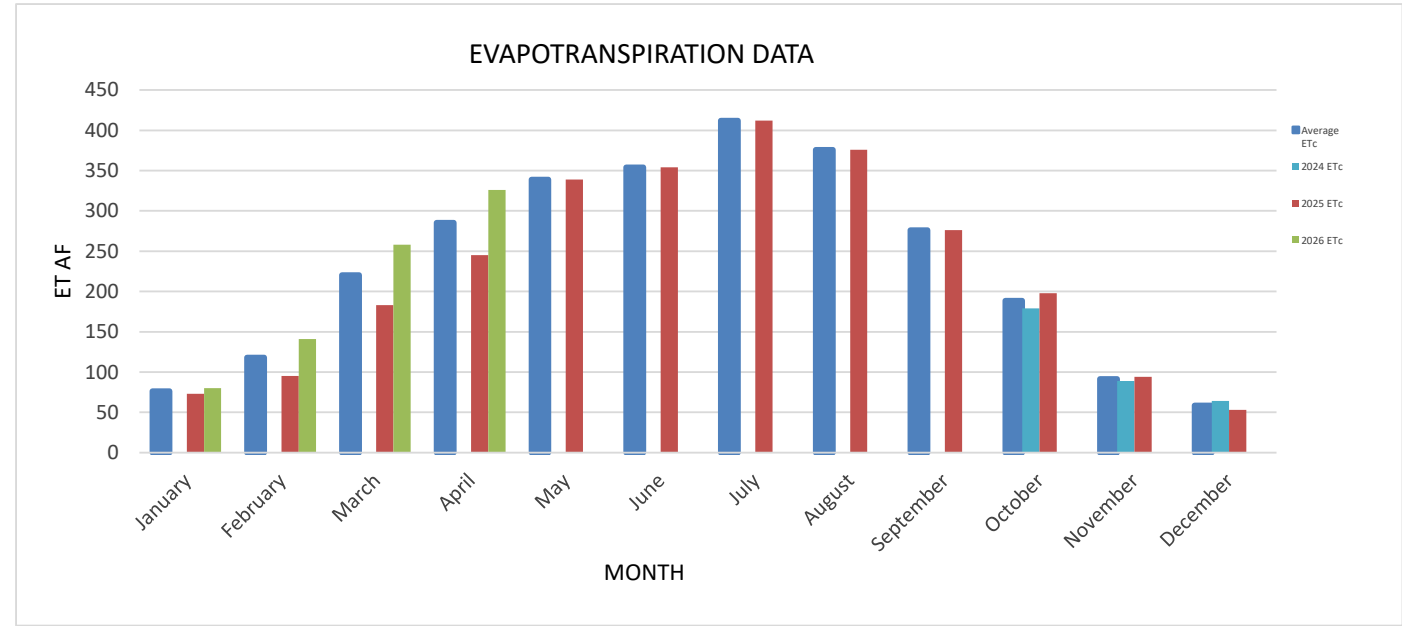
RECOMMENDED MOTION:

None

ATTACHMENTS:

April ET Consumption - Groundwater Use Summary Report

VANDALIA WATER DISTRICT					
MONTHLY GROUNDWATER USE SUMMARY WATER YEAR 2026					
	Water Delivery	Etc		Transitional Use	
	Total AF	TOTAL Etc	Average Etc by Month	TRANSITIONAL USE	Avg. Trans. Use by Month
January	342	80	77	0	0
February	148	141	118	0	0
March	289	258	221	0	0
April	97	326	286	0	0
May			339		3
June			354		5
July			412		3.78
August			376		1.05
September			276		1.29
October			189		0.43
November			92		0.18
December			59		0.00
Total:	876	805	2,796	0.00	14.64



Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No.4.b.ii

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: Basin-wide GSP/Coordination Agt Cost Share MOU & Scope of work

SUMMARY & RECOMMENDED ACTION:

Vandalia WD GSA staff recommend the Board of Directors approve entering into the Tule Subbasin Unified GSP Cost Share MOU and Scope of Work, under either of the proposed budget scenarios for the GSA's share of the Scope of Work (with or without DEID). Attached to this report is an exhibit showing two budget scenarios: the first assumes full participation by all GSAs in the Tule Subbasin, and indicates each GSA's proportionate cost share based on GSA acreage in the Subbasin. A second budget breakdown shows the same breakdown omitting Delano-Earlimart ID GSA as a non-participant. DEID GSA has not yet determined whether it will participate in this scope of work.

Approval of this item will commit VWD GSA to cost share with other GSAs in the Tule Subbasin in the preparation of coordinated technical supporting analysis that has been identified as being deficient or inconsistent in the current GSPs and Tule Subbasin Coordination Agreement, and also provides for initial work necessary to create a Multi-GSA GSP covering at least 11 of the 13 GSAs in the Tule Subbasin.

Staff recommends participating in this effort by executing the Cost Share MOU and approving the initial Scope of Work, as the work proposed to be accomplished would cure the most significant deficiencies and inconsistencies that have been identified for the individual GSPs and the prior versions of the Tule Subbasin Coordination Agreement approach, and would create a coordinated technical support base for the vast majority of the Tule Subbasin. This would provide the most realistic path to exiting probation status and State Water Resources Control Board (SWRCB) oversight.

DISCUSSION & BACKGROUND:

Due to a history of uncoordinated and deficient GSPs from most of the GSAs in the Tule Subbasin, the SWRCB voted to place the Tule Subbasin into probation on September 17, 2024. On April 21, 2026, eight of the GSA's Request for Exclusion from fee paying and extraction reporting were denied by the SWRCB – forcing the landowners in those eight GSA to report their groundwater pumping and pay fees directly to the SWRCB. The State Board also indicated

an intent to pursue the imposition of an Interim Plan within one to two years if coordinated SGMA implementation is not achieved before that time frame.

Meanwhile, multiple other Subbasins in the state were able to successfully exit SWRCB probation due to the approval of a coordinated GSP approach that aggressively addressed their deficiencies identified by DWR and the SWRCB. During recent months, the formation of a Tule Subbasin Policy Committee made up of landowner representatives from each GSA has directed an effort of taking on a similar coordinated GSP/Coordination Agreement approach. At the direction of the Policy Committee and their respective GSAs, a Cost share MOU and technical Scope of Work (SOW) for the development of a single GSP and Coordination Agreement have been assembled by the Policy Group, involving various technical consultants currently working in the Tule Subbasin each providing one element of the technical work required to resolve technical inconsistencies and achieve coordination.

The current Scope of Work essentially consists of significant updates to various elements of the existing Coordination Agreement documents, in the following areas:

- Subbasinwide Groundwater Quality and Mitigation Program
- Subbasinwide Land Subsidence Framework and Projects and Management Areas across GSAs.
- Coordination of Sustainable Management Criteria across GSAs, and Coordinated Monitoring networks.
- Compiling of unified GSP
- Subbasinwide Groundwater Quality Monitoring and Mitigation Plan
- Groundwater level monitoring network improvement and coordination.

Most of these elements are necessary whether the entire Subbasin is represented in one single GSP or whether, instead, a Coordination Agreement will be required to tie multiple GSPs together. All of these elements need to be coordinated across the Subbasin before any portion of the Subbasin will be able to avoid continued Probation status and eventual imposition of a State Board-directed Interim Plan. Accordingly, staff recommends that the GSA continue to participate in this effort and agree to cost share in this scope of work.

RECOMMENDED MOTION:

“I move to approve the Tule Subbasin Unified GSP Cost Share MOU and either cost share scenario for the GSP development Scope of Work.”

ATTACHMENTS:

1. Tule Subbasin Interim Cost Sharing MOU
2. Tule Subbasin Unified GSP/Coordination Agreement Budget Summary

Tule Subbasin Unified GSP/Coordination Agreement Budget Summary

Consultant	Contracted GSA	Description of Work	Cost Estimate
4Creeks**	Tule Subbasin	Change order for previously Approved Scopes of Work; Subbasin Meetings; Coordination with TWGs, Groundwater Quality and Mitigation Program GSP/Coordination Agreement Chapter Development; Compiling Final GSP; Work Plan Development and Management	\$ 430,534.00
TH&Co	Tule Subbasin	Plan Area; Basin Setting; SMC coordination (all); Monitoring Networks; P&MAs; Plan Implementation; Appendices	\$ 166,970.00
EKI	LTRID GSA	Subbasin Land Subsidence Framework & Projects & Management Action/ Plan Implementation GSP/Coordination Agreement Chapter Development	\$ 454,200.00
LSCE	PID GSA	Basin Setting & Innerconnect Surface Water GSP/Coordination Agreement Chapter Development	\$ 168,360.00
Geosyntec	TCWA GSA	Monitoring Network DGSP/Coordination Agreement Chapter Development	\$ 164,985.00
Kahn, Soares, & Conway	PID GSA	Groundwater Quality; Mitigation Plan GSP/Coordination Agreement Chapter Development	\$ 52,250.00
Total			\$ 1,437,299.00
Per Acre			\$ 3.02

** New Task for GSP/Coordination Agreement \$203,440; \$227,094 for over-budget tasks from January/February Approved CY 2026 Scope

GSA	Acreage	Percentage of Subbasin Acreage	GSA Cost Share
Alpaugh ID	14,403.99	3.03%	\$ 43,550.16
Delano-Earlimart ID	57,330.74	12.06%	\$ 173,338.26
Tule East GSA	98,403.50	20.70%	\$ 297,520.89
Porterville ID	15,497.36	3.26%	\$ 46,855.95
Saucelito ID	19,680.70	4.14%	\$ 59,504.18
Terra Bella ID	13,786.00	2.90%	\$ 41,681.67
Kern-Tulare WD	8,604.36	1.81%	\$ 26,015.11
Lower Tule River ID	104,630.97	22.01%	\$ 316,349.51
Pixley ID	69,880.75	14.70%	\$ 211,282.95
Tri-County WA	68,787.38	14.47%	\$ 207,977.17
Teapot Dome WD	2,994.89	0.63%	\$ 9,054.98
Vandalia WD	1,378.60	0.29%	\$ 4,168.17
	475,379.24	100%	1,437,299.00

GSA	Acreage	Percentage of Subbasin Acreage	GSA Cost Share
Alpaugh ID	14,403.99	3.45%	\$ 49,522.58
Delano-Earlimart ID	0.00	0.00%	\$ -
Tule East GSA	98,403.50	23.54%	\$ 338,322.59
Porterville ID	15,497.36	3.71%	\$ 53,281.71
Saucelito ID	19,680.70	4.71%	\$ 67,664.52
Terra Bella ID	13,786.00	3.30%	\$ 47,397.86
Kern-Tulare WD	8,604.36	2.06%	\$ 29,582.78
Lower Tule River ID	104,630.97	25.03%	\$ 359,733.35
Pixley ID	69,880.75	16.72%	\$ 240,258.09
Tri-County WA	68,787.38	16.45%	\$ 236,498.95
Teapot Dome WD	2,994.89	0.72%	\$ 10,296.78
Vandalia WD	1,378.60	0.33%	\$ 4,739.79
	418,048.50	100%	1,437,299.00

TULE SUBBASIN INTERIM COST SHARING MEMORANDUM OF UNDERSTANDING

This Interim Cost Sharing Memorandum of Understanding (“Agreement” or “MOU”) is entered into as of _____, 2026 (“Effective Date”), by and among the Groundwater Sustainability Agencies (“GSAs”) within the Tule Subbasin, each a “Party” and collectively the “Parties”:

1. Alpaugh Groundwater Sustainability Agency
2. Delano-Earlimart Irrigation District Groundwater Sustainability Agency
3. Tule East Groundwater Sustainability Agency Joint Powers Authority
4. Porterville Irrigation District Groundwater Sustainability Agency
5. Saucelito Irrigation District Groundwater Sustainability Agency
6. Terra Bella Irrigation District Groundwater Sustainability Agency
7. Kern-Tulare Water District Groundwater Sustainability Agency
8. Lower Tule River Irrigation District Groundwater Sustainability Agency
9. Pixley Irrigation District Groundwater Sustainability Agency
10. Tri-County Water Authority Groundwater Sustainability Agency
11. Teapot Dome Water District Groundwater Sustainability Agency
12. Vandalia Water District Groundwater Sustainability Agency

RECITALS

WHEREAS, the Parties are groundwater sustainability agencies (“GSAs”) operating within the Tule Subbasin pursuant to the Sustainable Groundwater Management Act (“SGMA”), Water Code section 10720 et seq.; and

WHEREAS, the Parties are engaged in coordinated efforts necessary to support SGMA compliance within the Tule Subbasin, including technical analyses, reporting, Groundwater Sustainability Plan (GSP) development, implementation activities, and coordination with the California Department of Water Resources and State Water Resources Control Board; and

WHEREAS, the Parties recognize that certain technical, legal, administrative, and consulting services are most efficiently performed on a Subbasin-wide basis; and

WHEREAS, the Parties desire to establish an interim framework for sharing costs associated with such Subbasin-wide activities through December 31, 2026, pending development of future agreements and updated scopes of work for subsequent years;

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish an interim cost-sharing and administrative framework for the Parties to jointly fund and manage Subbasin-wide activities necessary to support coordinated SGMA compliance efforts within the Tule Subbasin through December 31, 2026.

This Agreement is intended solely as a funding and administrative mechanism and does not replace or supersede any existing Coordination Agreement unless expressly stated therein.

This Agreement is not intended to limit, or otherwise interfere with, a respective Party's rights and authorities over its own internal matters as recognized by SGMA, including, but not limited to, a Party's rights and powers as a GSA, its surface water supplies, its groundwater supplies, facilities, operations, water management, water supply matters, or anything else limiting a Party's police powers under any other authority.

2. PARTIES

This Agreement is entered into by and among the Parties identified in Exhibit A. Each Party is an independent public agency acting within its authority under SGMA.

3. SUBBASIN-WIDE ACTIVITIES AND SHARED COSTS

The Parties agree to share costs associated with approved Subbasin-wide activities supporting coordinated SGMA compliance within the Tule Subbasin ("Subbasin-wide Activities") as contained in Exhibit B. Approval of Subbasin-wide Activities or any other shared costs requires unanimous approval in writing by all Parties to this Agreement of a written scope of work describing the activity or shared cost, which shall be attached to this Agreement under Exhibit B.

Costs incurred solely for the internal benefit of an individual Party shall not constitute shared costs unless expressly approved by the Parties. The Parties acknowledge that certain activities may apply only to a subset of Parties. In such cases, costs may be allocated solely among the participating or benefiting Parties as identified in the applicable scope of work, invoice, budget, or approval documentation. Costs incurred, whether for Subbasin-wide Activities or solely for individual benefit, by an individual, non-Party, GSA shall not constitute shared costs subject to the cost allocation described in paragraph 4 of this Agreement, if said GSA does not become a Party to this Agreement within one month of the Effective Date.

Any GSA that becomes a Party to this Agreement shall be responsible for their proportional share of the total costs associated with Subbasin-wide Activities performed pursuant to this Agreement as described in this paragraph, including those costs incurred by the Parties prior to said GSA becoming a Party.

4. COST ALLOCATION

The Parties agree to collectively share the costs associated with Subbasin-wide Activities performed pursuant to this Agreement, with each Party contributing its proportional share of the total cost based upon the acreage percentages identified in Exhibit A. The Parties acknowledge that the total acreage utilized for purposes of this Agreement is approximately 475,379.24 acres, with each Party's proportional share calculated based upon its percentage of total Subbasin acreage. The Parties shall contribute their respective shares of approved costs through cash calls issued by the Administrator as necessary to fund approved Subbasin-wide Activities through December 31, 2026. The timing and amount of each cash call shall be determined by the Parties

based upon approved scopes of work, budgets, and anticipated project expenditures. A Party must timely complete its cost-share contribution before it is entitled to joint ownership of work product under Section 8 of this Agreement.

5. APPROVAL OF WORK AND CONSULTANT SERVICES

The consultants and other professional service providers that provide the subbasin-wide activities subject to this cost sharing Agreement will be retained by an individual GSA Party, pursuant to a scope of work and budget under Exhibit B approved by the Board of Directors of each of the Parties to this Agreement. These retained consultants shall take direction only from the authorized representatives of the Parties to this Agreement, and no individual Party may independently direct work in a manner that materially increases cost or expands or changes the scope of work without approval of all of the Parties. .

The Plan Manager is responsible for ensuring that consultants are following their approved scopes and will not authorize charges for items outside of the approved scope.

In some cases the consultants performing work subject to this Agreement are also consultants to one or more individual GSAs who are parties to this Agreement. A consultant's work on subbasin-wide activities subject to this Agreement (1) shall be separately billed from work directed by an individual GSA; and (2) shall not preclude a consultant from providing services for individual GSAs that are separate from and not subject to this Agreement

6. ADMINISTRATOR AND FISCAL AGENT

The Parties designate Lower Tule Irrigation District ("Administrator") to serve as the fiscal agent and administrator for purposes of this Agreement. The Administrator shall; (1) receive and maintain Party contributions; (2) maintain accounting records associated with this Agreement; (3) pay approved invoices; (4) provide financial reporting to the Parties on a monthly basis; and (5) retain financial records related to this Agreement for a minimum of three (3) years following completion of work. The Administrator shall have no independent authority to incur obligations or make policy decisions except as expressly authorized by the Parties.

7. BUDGETING, INVOICING, AND PAYMENT

The Parties shall approve one or more budgets for Subbasin-wide Activities performed pursuant to this Agreement. The Administrator shall invoice each Party for its allocated share of approved costs. Payment shall be due within thirty (30) days of receipt unless otherwise agreed by the Parties. Consultant invoices may be circulated to the Parties for review prior to payment. Any Party objecting to an invoice shall notify the Administrator and Parties within ten (10) business days of receipt of the invoice, identifying the basis for the objection. Undisputed amounts may be paid while any disputed portion is addressed by the Parties. A Party failing to timely pay approved costs shall remain responsible for all obligations incurred prior to any withdrawal or termination of participation under this Agreement.

8. OWNERSHIP OF WORK PRODUCT AND NON-DISCLOSURE

All work product generated pursuant to this Agreement shall be jointly owned by the Parties participating in funding the applicable work product, and each such Party shall have access to and the ability to utilize such work product for SGMA-related purposes.

The Parties may unanimously forbid the participation of any non-Party, their consultants and representatives, in any technical group meeting intended to support Subbasin-wide Activities. All written work product in the form of technical memoranda, including drafts, sub-parts, and sections thereof, in support of Subbasin-wide Activities shall be subject to non-disclosure, including to non-Party GSAs, unless all Parties consent, in writing, to disclosure. Such non-disclosure shall terminate for each particular technical memorandum upon the Parties consenting to the transmission of and then transmitting said memorandum to SWRCB staff.

9. RELATIONSHIP TO FUTURE AGREEMENTS

The Parties acknowledge that this Agreement is intended as an interim cost-sharing mechanism through December 31, 2026. The Parties anticipate development of updated scopes of work, budgets, and potential future agreements governing Subbasin-wide coordination and cost-sharing activities beginning in 2027. This Agreement may be superseded, amended, replaced, or incorporated into future agreements approved by the Parties.

11. TERM AND TERMINATION

This Agreement shall become effective upon execution by the Parties and shall remain in effect through December 31, 2026, unless earlier terminated or superseded by written agreement of the Parties. A Party may withdraw from this Agreement upon thirty (30) days written notice to the remaining Parties; provided, however, that withdrawal shall not relieve the withdrawing Party of financial obligations incurred prior to the effective date of withdrawal.

12. AMENDMENTS

This Agreement may only be amended by a written instrument executed by the Parties.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Electronic signatures shall be deemed valid and enforceable to the fullest extent permitted by law.

Alpaugh Groundwater Sustainability Agency

Date

Delano-Earlimart Irrigation District Groundwater Sustainability Agency

Date

Tule East Groundwater Sustainability Agency Joint Powers Authority

Date

Porterville Irrigation District Groundwater Sustainability Agency

Date

Saucelito Irrigation District Groundwater Sustainability Agency

Date

Terra Bella Irrigation District Groundwater Sustainability Agency

Date

Kern-Tulare Irrigation District Groundwater Sustainability Agency

Date

Lower Tule River Irrigation District Groundwater Sustainability Agency

Date

Pixley Irrigation District Groundwater Sustainability Agency

Date

Tri-County Water Authority Groundwater Sustainability Agency

Date

Teapot Dome Water District Groundwater Sustainability Agency

Date

Vandalia Water District Groundwater Sustainability Agency

Date

EXHIBIT A**COST ALLOCATION**

GSA	Acreage	Percentage of Subbasin Acreage
Alpaugh ID	14,403.99	3.03%
Delano-Earlimart ID	57,330.74	12.06%
Tule East GSA	98,403.50	20.70%
Porterville ID	15,497.36	3.26%
Saucelito ID	19,680.70	4.14%
Terra Bella ID	13,786.00	2.90%
Kern-Tulare WD	8,604.36	1.81%
Lower Tule River ID	104,630.97	22.01%
Pixley ID	69,880.75	14.70%
Tri-County WA	68,787.38	14.47%
Teapot Dome WD	2,994.89	0.63%
Vandalia WD	1,378.60	0.29%
Total	475,379.24	100.00%

EXHIBIT B

APPROVED SCOPES OF WORK AND BUDGETS

[Insert approved consultant scopes, budgets, or reference documents]

**Vandalia Water District
Board of Directors
Meeting Minutes
May 13, 2026**

**Location: 105 W Teapot Dome Ave, Porterville, CA 93257
Time: 10:30 a.m.**

1. Call to Order: The meeting was called to order at 10:30 a.m. by President Meier.

2. Roll Call:

Director Steve Meier		November 2028
Director Jim Zimmerman		November 2028
Director Dyson Schneider		November 2028
Director Mike Bennett		November 2026
Director Roger Everett	(ABSENT)	November 2026

District Staff:

John Michael Domondon, Operations Manager
Travis Millwee, Resources Manager
Mark Greenall, Controller
Kirk Masters, Water Superintendent
Jack Lopez, Field Superintendent
Alex Peltzer, General Counsel (via Video Conference)

Others, Landowners and Public:

None.

3. General Administration

a. Agenda Approval

On motion by Director BENNETT, second by Director ZIMMERMAN, and unanimously approved, the agenda was approved.

b. Minutes of April 15, 2026, Special Board Meeting

The Board reviewed the April 15, 2026, Special Meeting Minutes. On motion by Director ZIMMERMAN, second by Director BENNETT, and unanimously approved, the minutes were approved as presented.

4. Public Comment

No Public Comment.

WATER DISTRICT

5. Financial Statement / Bills

a. Treasurer's Report & Bills to approve

Lower Tule Representative GREENALL reviewed the treasurer's reports and bills paid for April. On motion by Director ZIMMERMAN, second by Director BENNETT, and unanimously approved, the bills paid were approved, and the treasurer's report was accepted and ordered placed on file.

6. Water Operations

a. Water delivery report

DOMONDON reviewed current water conditions, operations, and April delivery reports. No action was taken.

b. Water Rate

DOMONDON reviewed the Water Rate. After a long discussion, on motion by Director BENNETT, second by Director ZIMMERMAN, and unanimously approved, the water rate was increased to \$245.00 per acre-foot.

7. Company Operations and Maintenance

a. Operations and Maintenance Report

Lower Tule River Irrigation District representative MASTERS reviewed operations and maintenance activities, including water-related duties and general maintenance. Also reported was the leak at the Interconnection Project at Crestview.

b. Solar Project Update

DOMONDON reviewed the Solar Project. No action was taken.

8. Tule River Association

a. Update

Staff reviewed activities related to SREP. No action was taken.

9. Closed Session.

a. Legal – Pending Litigation

- i. CONFERENCE WITH LEGAL COUNSEL – PENDING OR THREATENED LITIGATION in accordance with Government Code Section 54956.9(b): (one case)

**If Necessary

Closed Session adjournment. No reportable actions were taken during the closed session.

10. Next Regular Meeting: June 10, 2026, at 10:30 a.m.
105 W Teapot Dome Ave, Porterville, CA 93257

11. Adjournment at 12:00 p.m. by Board President Meier.

CERTIFICATION: THIS IS TO CERTIFY THAT THE ORIGINAL AGENDA FOR THE REGULAR MEETING AND GROUND SUSTAINABILITY AGENCY WAS POSTED AT THE DISTRICT OFFICE ON MAY 8, 2026.

IF ANYONE WANTS COPIES OF ANY OF THE REFERENCED BOARD MATERIALS THEY MAY CONTACT THE DISTRICT ADMINISTRATIVE ASSISTANT, CINTHIA CANALES AT 559-686-4716 OR BY EMAIL customerservice@ltrid.org.

Respectfully submitted,

John Michael Domondon
Operations Manager

Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No. 5.b

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: List of Officers and Appointments – Appointment of GM Peltzer –
Action Item

SUMMARY and RECOMMENDED ACTION:

With the hiring of Alex Peltzer as the General Manager, several officer and representative positions previously held by the former General Manager must be designated and reappointed. Staff recommends that the Board of Directors review and appoint Alex Peltzer to fill the vacant office and representative positions to ensure continued representation and administration of District business.

The positions requiring appointments are:

- Secretary of the Board
- Assistant Secretary / Treasurer
- Tule River Association Alternate

RECOMMENDED MOTION:

“I move to appoint Alex Peltzer as Secretary of the Board, Assistant Secretary / Treasurer, and assign Alex Peltzer as an alternate to the Tule River Association, effective immediately.”

ATTACHMENTS:

2026 Officer List VWD

Vandalia Water District Officer and Other Appointments

DIRECTOR	INT. DATE	LAST ELEC. DATE	TERM EXP.
WILLIAM M BENNETT		11/1/2022	12/1/2026
STEPHEN MEIER			12/1/2028
ROGER EVERETT	Appointed 7/17/2024		12/1/2026
JIM ZIMMERMAN			12/1/2028
DYSON SCHNEIDER			12/1/2028

TITLE	DIRECTORS / STAFF	EFFECTIVE	TERM
PRESIDENT	STEVE MEIER	DEC. 2018	INDEFINITE
VICE PRESIDENT	DYSON SCHNEIDER	DEC. 2018	INDEFINITE
SECRETARY	ALEX PELTZER	JUN. 2026	INDEFINITE
ASST.SEC. / TREASURER	ALEX PELTZER	JUN. 2026	INDEFINITE

TULE RIVER ASSOCIATION

DIRECTOR	STEVE MEIER	DEC. 2018	INDEFINITE
ALTERNATE	DYSON SCNEIDER	DEC. 2019	INDEFINITE
ALTERNATE	ALEX PELTZER	JUN. 2026	INDEFINITE

Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No. 6.a

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: Treasurer's Report & Bills to Approve – Action Item

SUMMARY and RECOMMENDED ACTION:

Approve the Treasurer's Report and ratify the Bills Paid for May 2026.

This is a routine monthly item presented to the Board for review and approval. Any items outside of established budget parameters or atypical expenditures will be identified and discussed within the Treasurer's Report.

RECOMMENDED MOTION:

"I move to approve the Treasurer's Report and ratify the Bills Paid for May 2026, as presented."

ATTACHMENTS:

- A. Treasurer's Report – May 2026
- B. Bills Paid Detail Report – May 2026

Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No. 6.b.

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: Bank Signatory – Removal of Eric Limas and Addition of Alex Peltzer – Action Item

SUMMARY and RECOMMENDED ACTION:

Staff recommends removing former General Manager Eric Limas as an authorized bank signatory and adding Alex Peltzer, new General Manager and Secretary/Treasurer, as an authorized bank signatory. The remaining authorized signatories would continue to be Mark Greenall, Controller, Steve Meier, Board President, and Dyson Schneider, Board Vice President.

DISCUSSION:

Consistent with past practice, the District's authorized signatories consist of the General Manager, Controller, Board President, and Board Vice President.

With the hiring of Alex Peltzer as General Manager, staff recommends removing Eric Limas and appointing Alex Peltzer as an authorized bank signatory. The remaining authorized signatories would remain unchanged:

- Alex Peltzer, General Manager/Secretary/Treasurer
- Mark Greenall, Controller
- Steve Meier, Board President
- Dyson Schneider, Board Vice President

RECOMMENDED MOTION:

“I move that the Board hereby authorize and direct: 1) removal of Eric Limas as an authorized signatory for all District bank accounts; and 2) addition of Alex Peltzer, General Manager/Secretary/Treasurer, as an authorized signatory for all District bank accounts.”

ATTACHMENTS:

None

Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No. 6.c.

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: County Assessment Collection Agreement. Resolution 2026-6-1: Resolution Certifying to the County of Tulare the Validity of the legal process used to place charges on the secured tax roll; Compliance Certification and Hold Harmless Statement – Action Item

SUMMARY and RECOMMENDED ACTION:

Adopt Resolution 2026-6-1 certifying to the County of Tulare that the District has complied with all legal requirements necessary to place authorized charges on the secured tax roll for collection by the County.

DISCUSSION:

As part of the District's agreement with the County of Tulare for the collection of charges through the secured property tax roll, the County requires participating agencies to annually certify that all applicable legal procedures have been followed in the establishment and placement of such charges.

Resolution 2026-6-1 provides the required certification that the District has complied with all statutory requirements associated with the charges proposed for collection on the secured tax roll. Adoption of the resolution and accompanying documentation will allow the County to process the District's direct charges for the upcoming tax year.

This is a routine annual action required by the County of Tulare for transactions.

RECOMMENDED MOTION:

"I make a motion to adopt Resolution 2026-6-1, certifying to the County of Tulare the validity of the legal process used to place charges on the secured tax roll, and authorizing staff to submit the required documentation to the County."

ATTACHMENTS:

- A. Resolution 2026-6-1 – Resolution Certifying to the County of Tulare the Validity of the Legal Process Used to Place Charges on the Secured Tax Roll, with Exhibits 1 through 4.

Vandalia Water District

Resolution No. 2026-6-1

A RESOLUTION OF THE VANDALIA WATER DISTRICT CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL DISTRICT ASSESSMENTS) ON THE SECURED TAX ROLL.

WHEREAS, the notices and election for special district assessment fees for the purpose of funding the operation and maintenance of the District to be included on the regular County property tax bill for property owners of the Vandalia Water District was completed on December 6, 2016; and

WHEREAS, the District is placing the special district assessment on the Tulare County secured property tax roll for collection; and

WHEREAS, the District has complied with all laws pertaining to the levy of the special district assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the District agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the District by the County; and

NOW THEREFORE BE IT RESOLVED by the Vandalia District that the list submitted with parcel numbers and amount are certified as being correct, the General Manager is hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the District for placement on the Secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special District Assessment) Control Sheet
3. Direct Charge (Special District Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the VWD at the meeting held on the 10th of June 2026, motion by _____ and seconded by _____, motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steve Meier

Board President

Attest:

Alex Peltzer

Secretary

ATTACHMENT A

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: June 10, 2026

TO: Tulare County Auditor – Controller
Property Tax Section
Court House, Room 101-E
Visalia, CA 93291

FROM: Agency: Vandalia Water District
Address: 357 E. Olive Avenue,
City, State, Zip: Tipton, CA 93272
Hours Contact is available: Alex Peltzer
E-mail (if available): apeltzer@ltrid.org

Check items Included:

- _____ 1. Resolution(s) stating compliance with code that the charge is without regard to property valuation
- _____ 2. Change authorization sheet.
- _____ 3. Parcel Listing (not required if submitting electronically)

Fund/Charge Control

<u>Tax Code</u>	<u>Fund Name</u>	<u>Parcel Count</u>	<u>Amount</u>
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ATTACHMENT B
TULARE COUNTY AUDITOR-CONTROLLER
AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT
CHANGES)

DISTRICT/AGENCY: Vandalia Water District

The following person are authorized to approve changes to our Agency's Special Assessment:

TYPED NAMES

SAMPLE SIGNATURE

ALEX PELTZER

MARK GREENALL

IVETTE GALVEZ

Agency Official

Date

Title

ATTACHMENT C
Compliance Certification and Hold Harmless Statement

The Vandalia Water District certifies the following:

I have read and am familiar with the requirements of Articles XIII C and XIII D of the State Constitution as revised by Proposition 218, including the articles cited below. I believe that all taxes, assessments, levies, and fees accompanying this submission to the County Auditor-Controller for inclusion on the secured property tax roll are in compliance with the law.

Article XIII C. Sec. 2 c. "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by majority vote of the voters voting in an election on the issue of imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision b."

Article XIII C. Sec. 2 d. "No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved."

Article XIII D. Sec. 5. "...this article shall become effective that day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."

Article XIII D. Sec. 6 d. "Beginning July 1, 1997, all fees or charges shall comply with this section."

In addition, the District agrees that it shall be solely liable and responsible, and will defend and hold the county harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the District by the County; and

The District shall be solely liable and responsible, and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

Approved by the governing Board on _____
Date

District Manager

Date

ATTACHMENT D
Parcel Listing
Vandalia Water District

#	APN	Total Due
1	270110038	\$TBD
2	271060026	\$TBD
3	271120001	\$TBD
4	271120004	\$TBD
5	271130002	\$TBD
6	271130003	\$TBD
7	271130004	\$TBD
8	271130005	\$TBD
9	271130006	\$TBD
10	271130007	\$TBD
11	271140002	\$TBD
12	271140004	\$TBD
13	271140010T	\$TBD
14	271140011	\$TBD
15	271140012	\$TBD
16	271140019	\$TBD
17	271140020	\$TBD
18	271140021	\$TBD
19	271140022	\$TBD
20	271150001T	\$TBD
21	271150002	\$TBD
22	271150004	\$TBD
23	271150006	\$TBD
24	271150007	\$TBD
25	271160007	\$TBD
26	271171004	\$TBD
27	271171005	\$TBD
28	271171006	\$TBD
29	271171007	\$TBD
30	271171008	\$TBD
31	271171009	\$TBD
32	271171010	\$TBD
33	271171011	\$TBD
34	271171013	\$TBD
35	271171015	\$TBD
36	271171016	\$TBD
37	271171046	\$TBD
38	282110008	\$TBD
39	282110010	\$TBD
40	282110013	\$TBD
41	282110014	\$TBD
42	282110015	\$TBD
43	282110018	\$TBD
44	282110019	\$TBD
45	303010010T	\$TBD
46	303070007	\$TBD

47	303070008	\$TBD
48	303070014	\$TBD
49	303080013	\$TBD
50	303090005T	\$TBD
51	303090006	\$TBD
52	303100006	\$TBD
53	303100007	\$TBD
54	303100008	\$TBD
55	303100010	\$TBD
56	303100011	\$TBD
57	303100014	\$TBD
58	303100015	\$TBD
59	303100016	\$TBD
60	303100017	\$TBD
61	303100018	\$TBD
62	303100020	\$TBD
63	303100021	\$TBD
64	303100022	\$TBD
65	303100023	\$TBD
66	303100024	\$TBD
67	303100025	\$TBD
68	303100026	\$TBD
69	303110002	\$TBD
70	303110007	\$TBD
71	303110010	\$TBD
72	303110011	\$TBD
73	303110012	\$TBD
74	303110013	\$TBD
75	303110014	\$TBD
76	303120002	\$TBD
77	303120007	\$TBD
78	303120019	\$TBD
79	303120021	\$TBD
80	303120022	\$TBD
81	303120035	\$TBD
82	303120036	\$TBD
83	303160002T	\$TBD
84	303160003T	\$TBD

Vandalia

Water District and Groundwater Sustainability Agency

AGENDA STAFF REPORT

Item No. 7.a.

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: Water delivery report – Information Item

SUMMARY and RECOMMENDED ACTION:

Receive and file the Monthly Surface Water Delivery Report through May 2026.

DISCUSSION:

Staff prepared the Monthly Surface Water Delivery Report to provide the Board with information regarding surface water deliveries, water operations, and water supply conditions within the District.

The report summarizes surface water deliveries made during the reporting month and provides year-to-date delivery information, as applicable. The report is intended to assist the Board in monitoring water supply availability, delivery trends, and ongoing operational activities.

This item is presented as a routine monthly report, and no action is required beyond receiving and filing the report.

RECOMMENDED MOTION:

None

ATTACHMENTS:

- A. Monthly Surface Water Delivery Report Through May

VANDALIA WATER DISTRICT/CAMPBELL MORELAND DITCH

2025 / 2026 MONTHLY WATER USE SUMMARY
6/4/2026

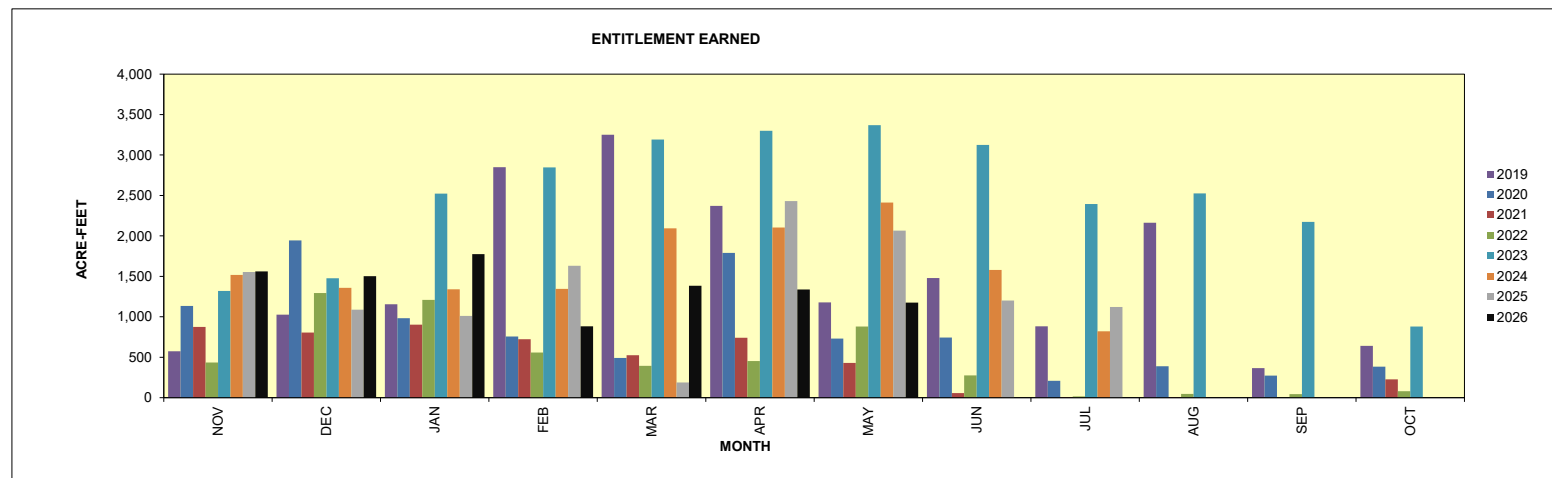
STORAGE DATA

	VWD BEGINNING	ENTITLEMENT	TRANSFERS	ENDING	CHANGE	VWD HEADGATE DIVERSION	TULE RIVER CHANNEL LOSS	RECHARGE VWD WELL FIELD	VWD DIRECT SALES	CMD DITCH RECHARGE	TOTAL USE VWD WATER	EVAPORATION	TOTAL FLOOD RELEASE	VWD SALES (FROM WELLS)	CMD water Direct delivered in lieu of pumping	Total Pumping	Total Sales
NOV	28.6	336.6	0.0	363.1	334.5	0.0	0.0	-	-	-	-	2.2	0	56.52	0	57	56.52
DEC	363.1	321.9	0.0	465.5	102.4	117.8	78.7	111.73	-	6.07	117.80	3.0	0	-	0	0	-
JAN	465.5	464.4	0.0	536.2	70.7	341.8	14.1	189.35	-	152.45	341.80	3.1	269.2	1.86	0	2	1.86
FEB	536.2	249.4	0.0	611.4	75.2	148.0	7.7	121.43	-	26.57	148.00	4.3	0.0	1.37	0	1	1.37
MAR	611.4	342.6	0.0	599.7	-11.7	289.2	12.5	270.33	17.09	1.78	289.20	7.7	261.2	110.96	0	111	128.05
APR	599.7	185.3	0.0	664.9	65.2	97.2	5.2	49.87	38.83	8.50	97.20	5.2	0	151.73	0	152	190.56
MAY	664.9	227.9	-50.0	613.5	-51.4	184.9	15.9	72.88	84.73	27.29	184.90	1.8	0	197.04	0	197	281.77
JUN	613.5		0.0		-613.5										0	0	-
JUL	0.0		0.0		0.0										0	0	-
AUG	0.0		0.0		0.0										0	0	-
SEP	0.0		0.0		0.0										0	0	-
OCT	0.0		0.0		0.0										0	0	-
TOTALS:	Earned Entitlement	2,128.1	-50.0	613.5		1,178.9	134.1	815.6	140.7	222.7	1,178.9	27.3	530	519.5	0.0	519.5	660.1
	Channel Loss Entitlement	112.2		0.0													
	Flood Released	530.4															
	Net Headgate Retained	1,485.5		613.5													
	Yearly Entitlement Limit	2,200.0															
	% Filled	68%															

STORAGE DATA

	CMD BEGINNING	ENTITLEMENT	TRANSFERS	ENDING	CHANGE	CMD HEADGATE DIVERSION	TULE RIVER CHANNEL LOSS	CMD SALES	RECHARGE PDC PROPERTY	RECHARGE VWD WELL FIELD	CMD DITCH RECHARGE	TOTAL USE CMD WATER	EVAPORATION	TOTAL FLOOD RELEASE
NOV	0.0	1,225.0	0.0	1,176.8	1,176.8	0.0	43.6	-	-	-	-	-	5.0	0
DEC	1,176.8	1,179.7	0.0	1,480.0	303.2	471.7	241.2	24.59	291.96	147.04	8.11	471.70	7.6	0
JAN	1,480.0	1,309.1	0.0	1,787.3	307.3	800.7	39.7	-	443.39	197.95	159.36	800.70	10.7	488
FEB	1,787.3	634.1	0.0	1,710.7	-76.6	589.9	13.5	3.78	372.61	175.17	38.34	589.90	12.9	0.0
MAR	1,710.7	1,040.0	0.0	1,645.1	-65.6	521.9	41.5	51.22	266.82	194.33	9.53	521.90	20.8	781
APR	1,645.1	1,151.8	0.0	2,237.8	592.7	404.0	30.0	30.32	249.19	106.35	18.14	404.00	22.6	0
MAY	2,237.8	946.9	0.0	2,248.8	11.0	749.6	66.2	119.97	377.57	183.38	68.68	749.60	9.2	0
JUN	2,248.8		0.0		-2,248.8									
JUL	0.0		0.0		0.0									
AUG	0.0		0.0		0.0									
SEP	0.0		0.0		0.0									
OCT	0.0		0.0		0.0									0
TOTALS:	Earned Entitlement	7,486.6	0.0	2,248.8		3,537.8	475.7	229.9	2,001.5	1,004.2	302.2	3,537.8	88.8	1,268
	Channel Loss Entitlement	393.6		0.0										
	Flood Released	1,268.0												
	Net Headgate Retained	5,825.0		2,248.8										
	Yearly Entitlement Limit	8,500.0												
	% Filled	69%												

SUCCESS RESEVOIR STORAGE DATA			
DATE	STORAGE	INFLOW	RELEASE
2-Jun	67,407.0	84.0	31.5



Notes:

AGENDA STAFF REPORT

Item No. 8.b.

DATE: June 2, 2026

TO: Board of Directors

FROM: Alex Peltzer, GM
John Michael Domondon, Operations Manager

SUBJECT: Rodent Control: Release of Liability and Acknowledgement Agreement
– Action Item

SUMMARY and RECOMMENDED ACTION:

For District property leased to private pasture operators, the lease agreements require the lessor to perform rodent and pest control. Many lessees are not licensed applicators and cannot legally obtain or apply the products necessary for effective control, and rodent and pest control is not adequately being performed. Rodent and pest activity has increased to a level that is causing damage to District facilities and infrastructure.

The District employs qualified applicators and possesses the equipment, licenses, and materials necessary to perform these services. Staff proposes that the District conduct rodent and pest control activities and recover associated costs through quarterly billings to the lessee.

Under the proposed program, the District will perform rodent and pest control activities and bill the lessee quarterly for actual costs incurred. The Release of Liability and Acknowledgement Agreement is intended to recognize the inherent risks associated with pest control operations and protect the District from liability arising from unintended injury or death to domestic animals, livestock, pets, or wildlife.

Approval of the agreement will help protect District assets while establishing a clear process for cost recovery and risk allocation.

RECOMMENDED MOTION:

“I move to approve the Release of Liability and Acknowledgement Agreement, authorize the General Manager to execute the agreement, and authorize staff to perform rodent and pest control services with associated costs recovered through quarterly billings to the lessee.”

ATTACHMENTS:

- A. Release of Liability Acknowledgement Agreement

RELEASE OF LIABILITY AND ACKNOWLEDGMENT AGREEMENT

This Release of Liability and Acknowledgment Agreement (“Agreement”) is entered into by and between Vandalia Water District (“District”) and Jerry Gorrell (“Lessee”), effective as of June 10, 2026.

RECITALS

WHEREAS, the District and Lessee are parties to a Pasture Lease Agreement concerning property owned and/or managed by the District (“Property”);

WHEREAS, pursuant to the Pasture Lease Agreement, Lessee is responsible for providing all labor, materials, and services necessary for the effective control of rodents on the Property;

WHEREAS, the District has determined that rodent activity on the Property has increased to a level requiring immediate and coordinated control measures and notified the Lessee;

WHEREAS, Lessee has requested District take action to control the rodents;

WHEREAS, the District is a Qualified Applicator Certificate holder, Certificate No. 140018, and is qualified to perform rodent control activities in accordance with applicable federal, state, and local laws and regulations;

WHEREAS, the District has agreed to perform rodent control activities on the Property as an accommodation and in furtherance of protecting the Property and surrounding facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. RODENT CONTROL ACTIVITIES:

The District shall perform rodent control activities on the Property utilizing methods, materials, bait products, and application procedures deemed appropriate by the District and consistent with applicable laws, regulations, manufacturer requirements, and industry standards.

The District shall perform all rodent control operations in accordance with applicable federal, state, and local laws and regulations governing pesticide and rodenticide application.

2. ACKNOWLEDGMENT OF RISK

Lessee acknowledges and understands that rodent control activities may involve the use of rodenticides, bait stations, traps, or other control methods that may present risks to livestock, cattle, domestic animals, or other animals if ingested, disturbed, or otherwise contacted.

Lessee further acknowledges that, despite reasonable precautions and lawful application practices, accidental exposure or ingestion may occur.

3. RELEASE OF LIABILITY

Lessee hereby releases, waives, discharges, and covenants not to sue the District, its directors, officers, employees, agents, contractors, representatives, and affiliated entities from and against any and all claims, demands, liabilities, damages, losses, costs, expenses, injuries, death, or causes of action arising out of or related to:

- a) The District's rodent control activities on the Property.
- b) The use, placement, or application of rodenticides or other pest control materials.
- c) Any injury, illness, poisoning, or death of cattle, livestock, domestic animals, or other animals allegedly caused by exposure to or ingestion of rodent control materials; and
- d) Any incidental or consequential damages related thereto.

This release shall apply except in cases of the District's gross negligence or willful misconduct.

4. LESSEE RESPONSIBILITIES

Lessee shall remain responsible for monitoring livestock and animals on the Property while District is conducting rodent control activities and Lessee is solely responsible for taking reasonable precautions to prevent livestock or animals from accessing baited areas, bait stations, traps, or treated locations.

Lessee acknowledges that the District has advised Lessee of the rodent control activities and potential risks associated therewith. Lessee is aware of such risks and is hereby authorizing District to conduct rodent control.

5. NO WARRANTY

The District makes no warranty or guarantee regarding the effectiveness of rodent control activities or the complete elimination of rodents from the Property.

6. INDEMNIFICATION

Lessee acknowledges that the indemnification provisions under the Pasture Lease Agreement apply while District is conducting rodent control activities and in addition, Lessee acknowledges that to the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the District, its directors, officers, employees, agents, and representatives from and against any claims by the Lessee, third-party claims, liabilities, damages, losses, or expenses arising out of Lessee's livestock operations on the property and shall indemnify, defend and hold harmless District for any failure by Lessee to adequately manage or protect livestock from exposure to rodent control materials.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes any prior oral or written understandings related thereto.

Vandalia Water District

Lessee:

Name: Alex Peltzer
Title: General Manager
Date: _____

Name: Jerry Gorrell
Date: _____