

Regular Meeting of the Board Sloughhouse Resource Conservation District Agenda

When:June 12, 2024Where:Rancho Murieta Community Services15160 Jackson Rd.Rancho Murieta, CA 95683

or

Via Zoom: <u>https://us02web.zoom.us/j/85766858945</u> Meeting ID: 857 6685 8945

Time: 12:30 pm – 3:30 pm

PUBLIC COMMENT – Any member of the public may address the Board concerning any matter on the agenda before or during its consideration of the matter. Public comment is limited to three (3) minutes per person and no more than fifteen (15) minutes per topic. For good cause, the Board Chairman may waive these limitations.

AGENDA ITEM TIME FRAME – All time allotments are suggested by staff and are an estimate only and subject to change.

ACCESSIBILITY - If you have a disability and require a reasonable accommodation to fully participate in this event, please contact SRCD Staff before the day of the meeting via email [info@SloughhouseRCD.org] or telephone [916-526-5447] to discuss your accessibility needs.

OPENING / CALL TO ORDER

PUBLIC COMMENT FROM THE FLOOR (Non-Agenda Items)

TREASURY REPORT:

Sloughhouse RCD Treasurer will provide a report on fiscal updates.

CONSENT CALENDAR:

Any Board member may request and remove any item from the consent agenda and place that item on the regular portion of the agenda as specified.

a. Agenda – June 12, 2024

- b. Minutes May 8, 2024
- c. Financial Report June 2024

REPORTS:

- a. USDA Natural Resource Conservation Service (NRCS)
- b. Sacramento County Ag. Commissioners Report
- c. SRCD Board Member Reports

GENERAL BUSINESS ACTION ITEMS:

- 1. Consideration of Groundwater Sustainability Fee and Hearing
- 2. Draft FY 24-25 Budget/Finances
 - a. Draft 24-25 Budget
 - b. Draft Investment Policy
- 3. Future SRCD Office Space Updates
- 4. Grant Updates
 - a. Conservation Agriculture Planning Grant Program (CAPGP)
 - b. Water Efficiency Technical Assistance (WETA)
- 5. Staff Evaluation Documents

GROUNDWATER SUSTAINABILITY AGENCY ACTION ITEMS:

- 6. Cosumnes Groundwater Authority
 - a. Recommended Corrective Actions and Timeline
 - b. Board Discussion

INFORMATIONAL / DISCUSSION ITEMS

7. SRCD Staff Report

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

Board Members may request items to be placed on future agendas.

ADJOURNMENT

8698 Elk Grove Blvd. Ste. 1-207 Elk Grove, California 95624



Meeting of the Board - MINUTES Sloughhouse Resource Conservation District

When: Wednesday, May 8, 2024 Where: Rancho Murieta Community Services 15160 Jackson Rd. Rancho Murieta, CA 95683

or

Via Zoom: <u>https://us02web.zoom.us/j/84032627877</u> Meeting ID: 840 3262 7877

Time: 12:30 pm – 3:30 pm

Board Members: Barbara Washburn, Herb Garms, Gary Silva Jr., Lindsay Carter, Jay Schneider Associate Directors: Teresa Flewellyn Staff: Brittany Friedman

***A recording of this meeting can be found on the Sloughhouse RCD website at:* <u>https://srcd.specialdistrict.org/meetings</u> **

OPENING

Chairman Garms called the meeting to order at 12:32pm.

PUBLIC COMMENT

Any member of the public may address the Board concerning any matter not on the Agenda within the Board/District's jurisdiction.

TREASURY REPORT

Director and Treasurer Silva provided an update on SRCD's financials including the current invoices for the month. SRCD has been working with Rick Wood to assist with the final budget to be presented at the June 2024 meeting. We will also be looking into a yearly monitoring contract with O'Sullivan Pump Co. to see if this is a cost effective option for our semi-annual monitoring efforts.

CONSENT CALENDAR:

- a. Agenda May 8, 2024
- b. Minutes April 10, 2024
- c. Financial Report May 2024

Director Schneider moved to approve the consent calendar with the addition of the two late invoices.

Director Carter seconded the motion. The motion passed with all in favor.

REPORTS

- a. USDA Natural Resource Conservation Service (NRCS)
 - None.
- b. Sacramento County Ag. Commissioners Report None.
- c. SRCD Board Member Reports
 - Director Silva commented on the NRCS update that ended up running out of money for the EQIP Program and many people who had applied did not receive payment/award they thought they would receive. Instead, Southern California residents/farmers received the majority share of these funds. He also noted that the furniture that is for sale for the potential office space will need to be stored somewhere if we go and purchase it within the next month and a half.
 - Director Carter commented on the fruit fly epidemic that will be increasing as the weather warms up and there are seven active quarantines in the state with hundreds of thousands of fruit being destroyed already (mostly citrus trees). Oriental fruit flies are being found with certain ones like the Tao fly being its first time in the Western Hemisphere. The Ag Commissioner and USDA is still trying to figure out the point of origin tracing but it is surmised that the increase of travel since the pandemic may be a part of it. The California Department of Pesticide Regulation is going through its budget updates and money will be tight this year and most likely next year, as well.
 - Director Washburn provided a report on the rooting depth of oak trees that has been used to set the boundaries for the GDE. The Lawrence Berkeley Lab in the Bay Area is submitting a grant to the Delta Conservancy to relook at that question and Director Washburn was asked if the SRCD GSA would be interested in submitting a letter of support to the Lab to hopefully receive the grant. At the moment it is in pre-proposal state so there is no action needed now but should they be funded, they would like to know if we would support them.
 - Asst Director Flewellyn updated the Board on the Wildeye Training that staff received last week from Sergio and Tania. The dashboard can be downloaded as an app on your phone as well as on the computer and is simple to use. She also commented on the leasing agreement that we are working on for the upcoming office space.

GENERAL BUSINESS ACTION ITEMS

1. California Special District Association (CSDA) FY 24-25 MOU

The District has been working with Rick Wood at CSDA on financial matters and receiving valuable information, advice and business acumen into accounting. To continue with this Sloughhouse RCD will need to extend the current contract with CSDA that expires in June 2024. Staff is looking to extend and add funds to the current contract for the next fiscal year with an additional \$3,000 for a total of \$5,000 in the CSDA approved budget.

Director Schneider moved to approve the updated MOU until June 2025. Director Silva seconded the motion. The motion passed with all in favor.

2. CARCD/SRCD FT 24-25 Contract

The current contract between Sloughhouse RCD and CARCD that covers staffing needs and HR-related responsibilities will expire at the end of June 2024. A new version of the contract has been drafted to extend until June 2025. This contract includes the date change as well as the permanent placement of Brittany Friedman as District Manager. Along with the contract, the Board is interested in developing yearly evaluations with one to be held in December 2024 with a self-evaluation, as well. The Board will need to make the evaluation process a formal procedure that can be adopted by the Board at a future board meeting, which staff will create.

Director Silva motioned to approve the contract and update to the District Manager role Director Washburn seconded the motion. The motion passed with all in favor.

3. Draft SRCD FY 24-25 Budget

Staff provided a draft budget to the Board for the fiscal year 24-25. The budget will need to be adjusted based on incoming taxes, the groundwater fee, and a separate PMA retainment/income of about \$60,000 to focus on CGA Projects for the GSP 5-year update. Director Washburn commented that money should be set aside for projects/grant writing to possibly apply for more grants/take on more projects. Staff may add a line item or adjust the community projects line item under general to account for this. A final draft of the budget will be presented at the June 2024 Board meeting. The Financial Ad Hoc Committee will review it before it is presented to the Board.

4. Grant Updates

a. Conservation Agriculture Planning Grant Program (CAPGP)

Staff provided a report/update on the CAPGP grant. There are currently 10 landowners working with Technical Service Providers (TSP's). For outreach efforts, the Board discussed different flyering opportunities, looking at farmers markets, working with NRCS, mailing to the irrigator list, etc. The Board also discussed the hesitancy from some farmers and suggest to add a confidentiality aspect to service agreement.

b. Water Efficiency Technical Assistance Grant (WETA)

Program Coordinator Chris Timmer provided a report on the WETA program including a recent certification he obtained, an in-person training program from Cal Poly coming up and the consultation efforts from Conor Higgins.

The Board discussed a Sloughhouse credit card for Chris Timmer to host the WETA charges including supplies, travel, trainings, etc. Director Wasbhurn commented on the confidentiality aspect of the programs and the fact that we will not report people for anything noticed on the ranch/farm but only focus on the program itself.

Director Carter moved to approve a credit card for Chris Timmer/WETA Program Director Silva seconded the motion. The motion passed with all in favor.

5. SRCD Mapping Update

Staff provided draft GSA maps and annexations from Cali Consulting along with an invoice for \$800. The maps are designed to show OHWD/SRCD boundaries and annexation areas (staff will ask for better detail and legend for the maps to show what people are looking at and clear up confusion and talk to the County about district boundary specifics, GIS access to it, layers, etc.)

Director Silva made a motion to approve the invoice sent from Cali Consulting Director Schenieder seconded the motion. The motion passed with 4 in favor and 1 recused (Carter).

GROUNDWATER SUSTAINABILITY AGENCY ACTION ITEMS

6. Cosumnes Groundwater Authority

a. Fee Study Resolution

The Board discussed the Groundwater Fee Resolution drafted by legal counsel. Legal counsel Scott Morris spoke about the intent to regulate de minimis users (needing to be approved at a board level), not requiring meters, implementing a groundwater fee (needing to be approved at a board level), the various charges - base fee, public water system fee, irrigated acreage fee and annual fee adjustment which legal is recommending. Tax roll will need to be done and sent into the county by the end of July and the hearing is to be at the next Board meeting with staff sending out the notices mid-May since there is a 20 day notice via Newspaper. There is technically no need to mail individually since it is not a new fee. However, a notice to the de minimis users should go out since they will be receiving this fee for the first time. Director Washburn elected that we send out a postcard to all irrigators/di minimis with information about where they can access info regarding this fee and for the hearing and the Board agreed.

7. South American Subbasin Groundwater Sustainability Plan Implementation Sloughhouse RCD is now making a contribution to the South American Subbasin for Fiscal Year 2023-2024 for \$8,325. More updates to come at future meetings.

INFORMATIONAL/DISCUSSION ITEMS

8. SRCD Staff Report

Staff provided a brief report highlighting the upcoming Spring 2024 Groundwater Monitoring on April 16 and 17 with O'Sullivan Pump Co. There are 14 wells total to be monitored and 13 separate locations. 13 wells were monitored in total as one landowner could not be reached. Staff sent the information to EKI to be compiled for the Annual Report and the Board agreed to pay the invoice to O'Sullivan Pump Co.

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

The Board approved the following future agenda items by consensus:

- Future SRCD office space
- Staff Eval documents
- Final SRCD Budget
- Fee Study hearing date and resolution

ADJOURNMENT

Chair Garms adjourned the meeting at 3:50pm.

Expenses Needing Board Approval

All Dates

TOTAL	\$26,720.48	
Total for Messenger Publishing Group	\$2,496.00	
06/07/2024	2,496.00	Galt Herald Publication 2024 - SRCD & Clay
Messenger Publishing Group		
Total for Kronick	\$5,551.50	
06/07/2024	5,551.50	Legal Services through April 2024
Kronick		
Total for Chris Timmer	\$286.21	
06/07/2024	286.21	Monitoring Mileage Reimbursement - May 2024
Chris Timmer		
Total for CARCD	\$18,386.77	
06/07/2024	18,386.77	Staff Wages - May 2024
CARCD		
DATE	AMOUNT	MEMO/DESCRIPTION

Balance Sheet

As of June 7, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts (Sac County + Five Star Bank)	
1001 SRCD Operating - County of Sacramento	-19,936.26
Operations Sustainability Reserves (6576) - 2	250,632.23
Public Checking (2162) - 2	212,778.68
Special Projects Reserve (6568) - 2	250,632.23
Total Bank Accounts (Sac County + Five Star Bank)	\$694,106.88
Accounts Receivable	
Accounts Receivable (A/R)	1,770.00
Total Accounts Receivable	\$1,770.00
Total Current Assets	\$695,876.88
TOTAL ASSETS	\$695,876.88
LIABILITIES AND EQUITY	
Liabilities (Accounts Payable)	
Current Liabilities	\$26,720.48
Total Liabilities (Accounts Payable)	\$26,720.48
Equity	
Opening balance equity	565,311.79
Retained Earnings	-6,518.03
Net Revenue	110,362.64
Total Equity	\$669,156.40
TOTAL LIABILITIES AND EQUITY	\$695,876.88

Budget vs. Actuals: SRCD FY 23-24 Budget - FY24 P&L

July 2023 - June 2024

ACTUAL 90,929.86 0.00 0.00 5,115.24 5,115.24	161,000.00 194,051.00 194,051.00 20,000.00	OVER BUDGET -70,070.14 0.00 0.00 -194,051.00 -194,051.00 -14,884.76	% OF BUDGET 56.48 %
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			46.10 %
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150.00	109,338.00	-109,188.00	0.14 %
13,938.51		13,938.51	
1,131.61		1,131.61	
640.83		640.83	
69.99		69.99	14.57 %
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Budget vs. Actuals: SRCD FY 23-24 Budget - FY24 P&L

July 2023 - June 2024

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET		
Contract & professional fees						
5330 Other Professional Services (20259100)	3,470.00	15,000.00	-11,530.00	23.13 %		
5380 Cosumnes Groundwater Authority Contribution (20281204)	74,701.00	149,413.00	-74,712.00	50.00 %		
5390 South American Subbasin SGMA Contributions (20289900)	8,325.00	9,000.00	-675.00	92.50 %		
Accounting fees	3,450.00	8,000.00	-4,550.00	43.13 %		
Investment management fees	-1,723.66		-1,723.66			
Legal fees						
5350 Legal - General (20253100)	14,723.50	15,000.00	-276.50	98.16 %		
5355 Legal - Groundwater (20253100)	17,872.67	15,000.00	2,872.67	119.15 %		
Total Legal fees	32,596.17	30,000.00	2,596.17	108.65 %		
Total Contract & professional fees	120,818.51	211,413.00	-90,594.49	57.15 %		
Insurance	2,396.00		2,396.00			
5300 Insurance (20205100)		2,500.00	-2,500.00			
Total Insurance	2,396.00	2,500.00	-104.00	95.84 %		
Payroll expenses						
Salaries & wages						
5000 Staff Expenses (20254100)						
Staff Costs (Friedman)	112,640.86	96,056.00	16,584.86	117.27 %		
Staff Costs (Miller)	37,557.47	116,900.00	-79,342.53	32.13 %		
Staff Costs (WETA) (deleted)		26,102.00	-26,102.00			
Total 5000 Staff Expenses (20254100)	150,198.33	239,058.00	-88,859.67	62.83 %		
Total Salaries & wages	150,198.33	239,058.00	-88,859.67	62.83 %		
Total Payroll expenses	150,198.33	239,058.00	-88,859.67	62.83 %		
Travel						
5400 Transportation (Travel, Mileage)	370.72		370.72			
Hotels	480.90		480.90			
Total Travel	851.62		851.62			
Uncategorized Expense						
5250 SRCD GSA Expenses (General)	11,638.24		11,638.24			
5270 Education, Training, & Staff Development (20203600)	3,325.00	8,000.00	-4,675.00	41.56 %		
5320 Misc. Expenses (20227504)	143.86	4,000.00	-3,856.14	3.60 %		
Total Uncategorized Expense	15,107.10	12,000.00	3,107.10	125.89 %		
Total Expenditures	\$316,365.48	\$645,059.00	\$ -328,693.52	49.04 %		
NET OPERATING REVENUE	\$110,362.64	\$40,905.00	\$69,457.64	269.80 %		
NET REVENUE	\$110,362.64	\$40,905.00	\$69,457.64	269.80 %		

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date:	June 12, 2024
Agenda Item #: Agenda Item Subject:	#1 Consideration of Groundwater Sustainability Fee (Hearing & Comments only)
To: From:	SRCD Board of Directors SRCD Staff

Groundwater Fee Resolution Hearing

At the recent SRCD Board meeting, the Board provided direction to move forward with the final fee study as a Groundwater Sustainability Agency (GSA) that is a member of the Cosumnes Groundwater Authority (CGA). Legal has drafted two Resolution documents for the Board approve to vote on at the July 10th Board meeting.

The Board will hear from members of the public who may be affected by the Groundwater Fee and take comments. No vote will occur at this (June 12) Board Meeting. The fee adjustment to be enacted in the new Fiscal Year 24-25 is derived from the CGA Rate and Fee Study which is linked below. Water Code § 10730 authorizes a GSA to implement fees both pre- and post-Groundwater Sustainability Plan (GSP) adoption.

Attachments: De Minimis Groundwater Regulation GSA Fee Resolution CGA Rate and Fee Study (Link only)

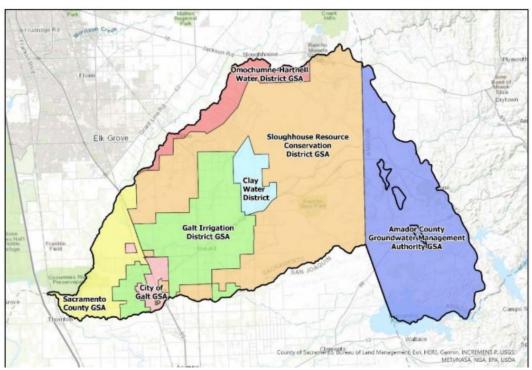
RECOMMENDATION:

• Take Comments from the Public.

All Direct Groundwater-Using Parcels - Base Charge								
Property Type	Rates Per Parcel Total GW-Using Parcels		ng Parcels % of Parcels		Revenue			
Residential Parcels								
Base Charge:	\$35.47	4,286	;	81%	\$152,026			
	Commerci	al / Industrial	Parcels					
Base Charge:	\$35.47	94		2%	\$3,334			
Agricultural Parcels								
Base Charge	\$35.47	618						
Base Charge With Residence	\$35.47	274		17%	\$31,640			
Subtotal, Agricult	ural Parcels:	892						
Totals								
All GW-Using Parcels: 5,272 100% \$187,000								
Pu	blic Water S	ystems - Extrac	tion Char	ge				
Revenue Type		AF Extracted	Average	AF Extracted	Revenue			
Public Water Systems	\$5	.98	4,904		\$29,327			
Agricu	Itural Irrigat	ors - Irrigated	Acreage C	harge				
Revenue Type	Rate Per Ir	rigated Acre	Total Irrigated Acres		Revenue			
Irrigated Acreage Fee	\$1	0.00	44,591		\$445,910			
Total Revenue, All Sources: \$662,237								

CGA Total Fee Structure





BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT

RESOLUTION No. 2024.07.10.02

Resolution Adopting a Groundwater Management Sustainability Fee in the Cosumnes Groundwater Subbasin

RECITALS

WHEREAS, the State of California enacted the Sustainable Groundwater Management Act ("SGMA") in 2014, inter alia, to provide for the sustainable management of groundwater basins, to enhance local management of groundwater consistent with rights to use or store groundwater, to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater, and to manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible. (Water Code, § 10720.1 et seq.); and

WHEREAS, The Sloughhouse Resource Conservation District is the exclusive Groundwater Sustainability Agency over part of its jurisdiction in the Cosumnes River Subbasin under the provisions of SGMA and the Board of Directors ("Board") of the Sloughhouse Resource Conservation District also concurrently functions as the Sloughhouse Resource Conservation District Groundwater Sustainability Agency ("Agency"); and

WHEREAS, SGMA authorizes a GSA to impose a fee on the extraction of groundwater or other regulated activity to fund the costs of a groundwater sustainability program. (Water Code, § 10730.) The levy of a fee on groundwater extraction for the purpose of managing the sustainability of a groundwater subbasin constitutes (1) a charge imposed for a specific benefit conferred directly to the payor that is not provided to those not charged, and (2) a charge imposed for a specific government service provided directly to the payor that is not provided to those not charged; and

WHEREAS, In July 2021 the Agency imposed a fee on the extraction of groundwater on irrigated land parcels pursuant to RESOLUTION No. 2021.07.14.01. This fee was based on the Cosumnes Subbasin Fee Study prepared by HDR, a professional engineering consulting firm, prepared for the Cosumnes Groundwater Authority ("CGA"). While that fee study determined that the fee adopted at that time was not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity, nonetheless new additional information is now available and preparation of an updated fee study and updated expanded Fee is warranted.

WHEREAS, The CGA arranged for the preparation of an updated Fee Study by SCI Consulting Group, a recognized public finance and urban economic consulting firm for public, nonprofit and private sector organizations. The "Cosumnes Groundwater Authority Rate and Fee Study" ("Fee Study"), was approved by the CGA Board on April 3, 2024 for use by its Member Agencies to justify the adoption of the fees herein. The Fee Study is hereby

incorporated by reference into this Resolution, The Fee Study shows that the fee adopted herein is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity; and

WHEREAS, the Agency seeks to modify the existing groundwater sustainability fee established by RESOLUTION No. 2021.07.14.01 in 2021 through this Resolution ("the Fee") within its jurisdictional boundaries in the Cosumnes Subbasin as authorized by Water Code section 10730 based on the Fee Study; and

WHEREAS, SGMA authorizes a GSA to impose a fee on de minimis users of water (less than 2-acre feet per year for domestic purposes, see Cal. Water Code sec. 10721 (e) only after the GSA unless the agency has regulated the users pursuant to this part. Since the Agency has determined it will regulate de minimis extractors pursuant to Resolution 2024.05.08.02, and this Resolution modifies the previous fee to place a fee on de minimis extractors, residential, commercial, irrigated agriculture and public water system using groundwater; and

WHEREAS, pursuant to Water Code section 10730(d), prior to imposing the Fee, the Agency has held a public meeting, at which written or oral presentations have been made; and

WHEREAS, pursuant to Water Code section 10730(d), the Agency posted notice of the time and place of the public meeting at which the Fee will be considered, the notice was published in the newspaper in compliance with Government Code section 6066, the notice was posted on the Agency's website and was mailed to interested parties, and the data to support the Fee was available to the public at least 20 days before the Agency's public meeting to impose the Fee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sloughhouse Resource Conservation District as follows:

1. The Agency finds that all of the RECITALS above are correct and are hereby incorporated into this Resolution.

2. The Agency finds that all prerequisites required before adopting the Fee have been met, including the proper public noticing of the hearing and the conduct of the public hearing.

3. The Agency approves the Fee Study and finds that it is the proper basis on which to establish the Fee, and that the Fee adopted herein is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

4. The Agency hereby adopts the Fee, including a Fee on de minimis extractors, de minimis extractors, residential, commercial, irrigated agriculture and public water system using groundwater as set forth in Attachment A hereto.

5. The Agency Administrator is hereby authorized and directed to work with the County of Sacramento Department of Finance Auditor-Controller Division to add the Fee as more fully set forth in Attachment A to the County's annual secured tax roll; and

6. The Agency Administrator and Agency Counsel are hereby authorized and directed to take such other and further steps as may be necessary or appropriate to implement the intent and purpose of this resolution.

PASSED AND ADOPTED on this 10^{h} day of July, 2024 by the following vote, to- wit:

AYES: NOES: ABSENT: ABSTAIN:

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughhouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on July 10, 2024 that Resolution 2024.07.10.02 was adopted and has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

Brittany Friedman, SRCD District Manager

Date

SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

GROUNDWATER SUSTAINABILITY FEE ATTACHMENT A

SECTION 1. DEFINITIONS

1.1 "Acre Foot" or "AF" is a unit of measurement defined by the volume of water necessary to cover one acre of surface area to a depth of one foot. It is equal to 325,851 gallons.

1.2 "Administrator" means the Administrator of the Agency.

1.3 "Agency" means the Sloughhouse Resource Conservation District or the Sloughhouse Resource Conservation District Groundwater Sustainability Agency.

1.3 "Board" means the Board of Directors of the Sloughhouse Resource Conservation District.

1.4 (e) "De minimis extractor" means a person who extracts, for domestic purposes, two acre-feet or less per year.

1.5 "Fee" means the Groundwater Sustainability Fee charged as set forth herein.

1.6 "Jurisdictional Area" means those parcels of real property within the Subbasin and those parcels of real property adjacent to the Subbasin that use groundwater derived, extracted, or otherwise obtained from within the Subbasin excluding therefrom any area for which the Agency has entered into an agreement that provides that the Fee shall not be charged within such area, or any portion thereof.

1.7 "Person" means the owner of property charged the Fee, or the owner of real property with a means of extracting groundwater.

1.8 "Subbasin" means the Cosumnes Groundwater Subbasin as set forth in Bulletin 118 of the California Department of Water Resources, as may be amended from time-to-time.

SECTION 2. ESTABLISHMENT OF FEE

2.1 Once enacted and in force, this Fee is intended to replace any previously enacted Groundwater Fees established by the Agency. There is hereby charged within the Jurisdictional Area a Fee pursuant to Section 10730 of the California Water Code, and as more fully set forth herein.

2.2 The Fee may consist of one or more of the following charges for each parcel utilizing groundwater and shall be payable to the Agency as follows:

2.3 <u>Base Fee Charge</u> - Persons using groundwater, including all parcels that directly utilize groundwater throughout the Agency's jurisdiction, shall pay to the Agency a Base Fee Charge. This includes residential parcels, commercial parcels, and agricultural parcels. As of the date of enactment, this Base Fee Charge is set at \$35.59 per Parcel. This Base Fee Charge is subject to an annual adjustment as set forth in the Annual Fee Adjustment Section below.

2.4 <u>Public Water System Fee</u> - The Public Water System Fee assigns a charge per acre foot payable to the Agency by all Public Water Systems that extract groundwater within the Agency's jurisdiction. This charge is a five-year average of groundwater uses as determined by the Electronic Annual Reports submitted to the State Water Resources Control. As of the date of enactment, this Public Water System Fee is set at \$5.98 per acrefeet of groundwater extracted. This Public Water System Fee is subject to an annual adjustment as set forth in the Annual Fee Adjustment Section below.

2.5 <u>Irrigated Acreage Fee</u> -The Irrigated Acreage Fee assigns a charge per irrigated acre to all irrigated lands within the Agency's jurisdiction. The actual annual charges for Persons irrigating with groundwater will be determined based on irrigated acreage as determined publicly available sources, including but not limited to, published Statewide Crop Mapping data provided by the California Department of Water Resources. As of the date of enactment, this Irrigated Acreage Fee is set at \$10 per irrigated acre. This Irrigated Acreage Fee is subject to an annual adjustment as set forth in the Annual Fee Adjustment Section below.

2.6 <u>Annual Fee Adjustment</u> – In order to keep pace with inflationary costs of service in carrying out the Agency's purposes for which the Fees are collected, The Agency may apply an annual inflation increase. The initial Annual Adjustments can only be in place for 5-years after approval of this Resolution, but can be extended through further Board action in the future. Each Fee presented above, will be adjusted annually for inflationary increases in the cost of service based on a 12-month period, as measured by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) West All Items (Series Id: CUUR0400SA0) for June through May of each respective year. The Annual Fee Adjustment will be limited to the lower of the actual cost of service increase, or the CPI-U increase, but will not less than zero.

2.7 The Agency shall determine those real properties that are subject to the Fee and shall submit the Fee data to the County of Sacramento Department of Finance Auditor-Controller Division to be included in the annual secured tax roll.

2.8 If any Person fails to pay the Fee as charged, the Person shall pay interest and/or penalties to the Agency as allowed by law.

2.9 In addition to the interest and penalty set forth in Section 2.4.2, above, the Board may elect to utilize any of the remedies available to it for failure to pay the Fee as set forth in Water Code section 10730.6.

2.10 Fee revenues may be used for support of the Agency's groundwater sustainability program, including but not limited to, administration costs, implementation of the Groundwater Sustainability Plan, planning projects and management actions, and reasonable reserves for the aforementioned activities.

SECTION 3. APPEAL

3.1 Should a Person wish to contest the projected amount of groundwater extraction on which the Fee is assessed, the Person shall first be required to pay the Fee as charged. Within thirty (30) days following payment of the Fee, the Person may file an appeal with the Agency, on a form approved by the Administrator, setting forth the basis upon which the appeal is made. The appeal will be considered timely filed if, within the time allowed, 1) the form is postmarked, United States first class mail, 2) delivered to the Administrator.

3.2 Within thirty (30) days of filing the appeal, the Administrator shall meet with the Person to discuss the basis of the appeal. The Administrator is authorized to grant the appeal, in whole or in part, or deny the appeal. The determination shall be made no later than fifteen (15) days following the meeting and shall be in writing and delivered to the Person in the same manner as the filing of the appeal.

3.3 If the Person who filed the appeal is dissatisfied with the determination of the Administrator, the Person may file an appeal to the Board within thirty (30) days of delivery of the determination, following the procedures for filing an appeal as set forth in Section 3.1, above.

3.4 The appeal will be placed on the agenda for the next available Board meeting occurring within sixty (60) days of the filing of the appeal. The Board shall receive evidence, and hear from the appellant and staff regarding the merits of the appeal. The Board is authorized to grant the appeal, in whole or in part, or deny the appeal. The determination of the Board shall be memorialized in a minute order and shall be the final decision of the Agency.

SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY RESOLUTION NO. 2024.07.10.01

WHEREAS, the State of California enacted the Sustainable Groundwater Management Act ("SGMA") in 2014, inter alia, to provide for the sustainable management of groundwater basins, to enhance local management of groundwater consistent with rights to use or store groundwater, to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater, and to manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible. (Water Code, § 10720.1 et seq.); and

WHEREAS, the stated purpose of SGMA is to provide for the sustainable management of groundwater basins by providing GSAs with the authority, and technical and financial assistance necessary to sustainably manage groundwater resources; and

WHEREAS, said powers and authorities include, but are not limited to the imposition and collection of fees on all applicable properties to fund regulatory activities within the GSAs jurisdictional boundaries; and

WHEREAS, the California Department of Water Resources ('DWR') has designated the San Joaquin Valley Groundwater Basin, Cosumnes Groundwater Subbasin (DWR Bulletin 118 Basin Number 5-022.16) as a medium priority basin; and

WHEREAS, in November 2021, Amador County Groundwater Management Authority, Clay Water District, City of Galt, Galt Irrigation District, Omochumne-Hartnell Water District, County of Sacramento and the Sloughhouse Resource Conservation District created the Cosumnes Groundwater Authority ("CGA"), through the execution of a Joint Powers Agreement for the purpose of collectively managing the entirety of the Cosumnes Groundwater Subbasin; and

WHEREAS, CGA elected to collectively develop and coordinate the implementation of a single Groundwater Sustainability Plan ("GSP") covering the entire basin as part of their effort to maintain local control of groundwater management (Water Code, §10725 et seq.); and

WHEREAS, in compliance with SGMA, the CGA developed, adopted and submitted a GSP for the Cosumnes Groundwater Subbasin on January 27, 2022. DWR conditionally approved the GSP in October 26,2023; and

WHEREAS, the implementation of the GSP requires exercising the regulatory powers and authorities provided in SGMA for all applicable parcels within its boundaries, of which, include de minimis extractors (e.g., a person who extracts, for domestic purposes, two acre-feet or less per year); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Sloughhouse Resource Conservation District Groundwater Sustainability Agency, that:

- Sloughhouse Resource Conservation District Groundwater Sustainability Agency will regulate de minimis extractors by this Resolution, pursuant to Water Code §10730(a).
- 2. While regulated, De Minimis Extractors will not be required to be metered.

PASSED AND ADOPTED on this 10th day of July, 2024 by the following vote, to- wit: AYES:

NOES: ABSENT: ABSTAIN:

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughhouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on July 10, 2024 that Resolution 2024.07.10.01 was adopted and has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

Brittany Friedman, SRCD District Manager

Date

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Item #: Agenda Item Subject:	#2 Presentation of Sloughhouse RCD Draft Fiscal Year 2024 – 2025
Agenda nem Subject.	Budget and Financials
To:	SRCD Board of Directors
From:	SRCD Staff
N I I	

Background

Sloughhouse RCD adopts a budget before the start of each fiscal year (July 1-June 30). Staff has developed a draft budget with the assistance of the Financial Ad Hoc Committee for the Board to provide feedback and direction on.

This budget takes into account both CDFA grants, general expenses, office space rent, groundwater fees, tax income and miscellaneous revenue and expenses.

Staff is also presenting an updated draft of the Investment of District Funds Policy so we may be able to open a California Class Account in the future, as advised by Rick Wood.

Attachments:

- Draft Fiscal Year 2024 2025 Sloughhouse RCD Budget
- Draft Investment of District Funds Policy

Recommendations:

Adopt and approve the FY 24-25 Budget Provide feedback on Investment Policy

Sloughhouse RCD FY 24/25 Budget Planning

Overview								
Activity Area	FY 23/24 Projected		FY 24/25 Projected					
General Fund								
Income	\$	286,389	\$	264,813				
Expenses	\$	210,943	\$	266,750				
General Fund Overview	\$	75,446	\$	(1,937)				
Conservation Ag Plannin	g Gi	rant Fund						
Income	\$	-	\$	19,230				
Expenses	\$	-	\$	2,000				
CAPGP Overview	\$	-	\$	17,230				
Water Efficency Technica	al As	ssistance G	ran	t Fund				
Income	\$	-	\$	134,795				
Expenses	\$	19,500	\$	100,421				
WETA Overview	\$	(19,500)	\$	34,374				
South American Subbasi	n G	SA Fund						
Income	\$	-						
Expenses	\$	8,325	\$	9,000				
South American Subbasi	\$	(8,325)	\$	(9,000)				
Cosumnes Subbasin GSA	/Su	stainability	- Fe	e Fund				
Income	\$	145,954	\$	222,903				
Expenses	\$	164,413	\$	164,413				
Cosumnes Subbasin GSA	\$	(18,459)	\$	58,490				
Total Gain/Loss	\$	48,662	\$	99,156				
Year End Account Total	\$	665,213	\$	764,369				

Sloughhouse RCD FY 24/25 Budget Planning

Expenses

Activity Area		FY 23/24 Projected	FY 24/25 Projecte		
GENERAL					
Conference and Training	\$	5,000	\$	6,000	
Insurance	\$	2,400	\$	4,000	
Office Supplies	\$	10,000	\$	20,000	
Accounting	\$	3,400	\$	3,500	
Assessment Collection	-		\$	1,750	
Other Op Prof. Serv.	\$	8,543	\$	15,000	
Legal Services (General)	\$	20,000	\$	20,000	
Personnel Services	\$	157,000	\$	150,000	
Miscellaneous	\$	500	\$	4,000	
Mail/Postage	\$	300	\$	3,000	
Professional Memberships	\$	2,000	\$	4,000	
Potential Grants/Youth Education	\$	-	\$	10,000	
Travel & Food	\$	1,200	\$	1,500	
Rent/Office Supplies			\$	24,000	
General Sub-Total	\$	210,343	\$	266,750	
Conservation Ag Planning Grant Fu	nd				
Contracts w/Planners			\$	2,000	
CAPGP Sub-Total			\$	2,000	
Water Efficency Technical Assistan	ce G	arant Fund			
Program Corodinator (75% FTE)	\$	14,000	\$	72,821	
District Manager (4% FTE)	\$	500	\$	4,792	
Pump Effiency Test Contractor	\$	3,000	\$	15,000	
Supplies + Training	\$	1,500	\$	6,000	
Travel	\$	500	\$	1,808	
WETA Sub-Total	\$	19,500	\$	100,421	
South American Subbasin GSA Fun	d				
Legal Services (South American)	n/a	a			
SASb Membership Contribution	\$	8,325	\$	9,000	
			\$	-	
SoAm GSA Sub-Total	\$	8,325	\$	9,000	
Cosumnes Subbasin GSA/Sustainal	oility	y Fee Fund			
CGA Membership Contribution	\$	149,413	\$	149,413	
Legal Services (Cosumnes)	\$	15,000	\$	15,000	
Co GSA Sub-Total	\$	164,413	\$	164,413	
Grand Total	\$	402,581	\$	542,584	

Sloughhouse RCD FY 24/25 Budget Planning

Income								
Activity Area		FY 23/24 Projected		FY 24/25 Projected				
General Fund								
Tax Base Sub-Total	\$	177,813	\$	177,813				
Misc. Income	\$	5,145	\$	2,000				
SoAm Outreach								
CGA Administration Contract	\$	98,930	\$	65,000				
Interest Income	\$	3,500	\$	18,000				
Clay & GID Well Monitoring	\$	1,000	\$	2,000				
General Sub-Total	\$	286,389	\$	264,813				
Conservation Ag Planning Gra	nt I	Fund						
Payment for Complete Plans	\$	-	\$	19,230				
CAPGP Sub-Total	\$	-	\$	19,230				
Water Efficency Technical Assi	ista	ince Grant Fun	d					
Program Coordinator			\$	78,306				
District Manager			\$	4,871				
Supplies + Training			\$	6,000				
Travel			\$	1,808				
Contractors (Pump Tests)			\$	15,000				
Indirect (25%)	\$	-	\$	28,810				
WETA Sub-Total	\$	-	\$	134,795				
Cosumnes Subbasin GSA/Sust	ain	ability Fee Fun	d					
GW Sustainability Fee	\$	145,954	\$	222,903				
Cos Sub-Total	\$	145,954	\$	222,903				
Grand Total	\$	432,343	\$	641,741				

Sloughhouse RCD FY 24/25 Budget Planning Reserves and Unassigned

				ii.c.a			
Reserve Funds &	Be	eginning Year	Interest Rate	Inc	ome per	P	Projected
Special Projects	\$	250,000.00	4.02%	\$	906	\$	260,872
Operations	\$	250,000.00	4.02%	\$	906	\$	260,872
California Class	\$	-	5.2%%			\$	56,000
Reserve Fund Totals	\$	500,000				\$	577,744

SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT Investment of District Funds

Updated Draft - June 2024

The State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) § 53600.6 and § 53630.1); and allows the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency (Government Code Sections 53601, et seq.). The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (GC § 53646(a)).

For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds. The listing of permitted investments is included on Pages 3 & 4.

Scope:

This investment policy applies to all financial assets of the District. These funds are accounted for in the annual audited financial statements of the District.

Prudence:

The Board and persons authorized to make investment decisions subject to these policies are fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a fiduciary shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from policy or expectations are reported in the next issued quarterly treasury report and appropriate actions are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the fiscal officer shall notify the Board immediately.

Objectives:

As specified in GC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objectives of the investment activities, in priority order, shall be:

- a) Safety: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the whole portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- b) Liquidity: The secondary objective shall be to meet the liquidity needs of the District.
- c) Yield: The third objective shall be to achieve a return on the funds under the District's control.

Policy adopted by the Board of Directors of the Sloughhouse Resource Conservation District on July 10, 2024 by the following vote:

Ayes: Noes: Abstain: Absent:

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughhouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on July 10, 2024 that the Investment of District Funds has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

SRCD District Manager, Brittany Friedman

Date

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2024)^A APPLICABLE TO ALL LOCAL AGENCIES^B

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^c	MAXIMUM SPECIFIED % OF PORTFOLIO ^D	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS	
Local Agency Bonds	5 years	None	None	53601(a)	
U.S. Treasury Obligations	5 years	None	None	53601(b)	
State Obligations– CA And Others	5 years	None	None	53601(c) 53601(d)	
CA Local Agency Obligations	5 years	None	None	53601(e)	
U.S Agency Obligations	5 years	None	None	53601(f)	
Bankers' Acceptances	180 days	40% ^E	None	53601(g)	
Commercial Paper–Non-Pooled Funds ^F (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)	
Commercial Paper–Non-Pooled Funds ^I (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)	
Commercial Paper– Pooled Funds ^J	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53635(a)(1)	
Negotiable Certificates of Deposit	5 years	30% ^к	None	53601(i)	
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.	
Placement Service Deposits	5 years	50% ^L	None	53601.8 and 53635.8	
Placement Service Certificates of Deposit	5 years	50% ^L	None	53601.8 and 53635.8	
Repurchase Agreements	1 year	None	None	53601(j)	
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^м	20% of the base value of the portfolio	None ^N	53601(j)	
Medium-Term Notes ^o	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)	
Mutual Funds And Money Market Mutual Funds	N/A	20% ^P	Multiple ^{Q, R}	53601(I) and 53601.6(b)	
Collateralized Bank Deposits ^s	5 years	None	None	53630 et seq. and 53601(n)	
Mortgage Pass-Through and Asset-Backed Securities [⊤]	5 years or less [⊤]	20%	"AA" rating category or its equivalent or $better^{T}$	53601(o)	
County Pooled Investment Funds	N/A	None	None	27133	
Joint Powers Authority Pool	N/A	None	Multiple ^u	53601(p)	
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1	
Voluntary Investment Program Fund ^v	N/A	None	None	16340	
Supranational Obligations ^w	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)	
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603	

TABLE OF NOTES FOR FIGURE 1

- ^A Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- ^B Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- ^c Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years from the settlement date. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- ^E No more than 30% of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^F Applies to local agencies, other than counties or a city and county, with less than \$100 million of investment assets under management. Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^a Local agencies, other than counties or a city and county, may purchase no more than 10% of the outstanding commercial paper and medium-term notes of any single issuer.
- Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating organization.
- Applies to counties or a city and county, and the City of Los Angeles that have \$100 million or more of investment assets under management.
- Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- K No more than 30% of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- Effective January 1, 2020, no more than 50% of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30%. Investments made pursuant to 53635.8 remain subject to a maximum of 30% of the portfolio.

- Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ^o "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^P No more than 10% invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- ^o A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ^s Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^T Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f), are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).
- ^U A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^v Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date:	June 12, 2024
Agenda Item #:	#3
Agenda Item Subject:	<mark>Office Space Updates</mark>
To:	SRCD Board of Directors
From:	SRCD Staff

Background

A possible office space for Sloughhouse staff as well as a conference area for the Board to meet has become available at: 13147 Jackson Rd. This office space would also be able to house all of SRCD's archival documents.

Board Chair Herb Garms has indicated to Staff that he can discuss the terms of renting this office space from the owner and bring back the numbers to the Board very soon. He has met with the Landlord/leaser and has some updates on possible figures around the \$1,500 per month range.

Sloughhouse staff is looking for general thoughts and consensus from the Board at this time in regards to moving forward with the draft lease that Legal has vetted.

Recommendation

Review the draft Lease from Legal.

California Commercial Lease Agreement

This Lease Agreeme	nt made the	day of	, 2024,
by and between		-	
of			[street address],
State of			
Sloughhouse Resource			
8698 Elk Grove Blvd. S	Suite 1-207	[stre	et address], State of
California, hereina			
herein as the "Parties", agre	e as follows:		•
I. Property Descriptio	n: The Lessor	agrees to lease to	the Lessee the
following described	square fee	et (SF) of	[type of
space] located at13147 .			
State of California.			
Additional Description:			

Hereinafter known as the "Premises".

II. Length of Lease: The term of this Lease shall be for a period of _	
year(s) month(s) commencing on the day of	,
2024 and expiring at Midnight on the day of, 2	20
("Initial Term")	

III. **Base Rental Payments**: The net monthly payment shall be ______ dollars (\$______), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the _____ day of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a Pro-rata portion of the monthly rent.

IV. **Use of Property**: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

V. **Option to Renew**: (Check One)

 \Box - Lessee may not renew the Lease.

 \Box - Lessee may have the right to renew the Lease with a total of _____ renewal period(s) with each term being _____ year(s) _____ month(s) which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (Check One)

□ - Not increase.

□ - Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

 \Box - Increase by ____%

□ - Increase by _____ dollars (\$_____)

VI. **Expenses**: [Check and Initial whether this Lease is <u>Gross</u>, <u>Modified</u> <u>Gross</u>, or <u>Triple Net (NNN)</u>]

□ - Gross. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Lessor as an "also named insured", and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease.

□. Modified Gross. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Lessee shall be obligated to pay the following monthly expenses:

Lessor shall pay the following monthly expenses:

□. Triple Net (NNN). Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- 1. Operating Expenses. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- 2. <u>Taxes</u>. Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

3. <u>Insurance</u>. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the California in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than ______ dollars (\$______) for injury to or ______ dollars (\$______) death of persons and _______ dollars (\$______) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

VII. **Security Deposit**: In addition to the above, a deposit in the amount of dollars (\$______), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

VIII. **Leasehold Improvements**: The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment, except the following _______.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

IX. **Licenses and Permits**: A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

X. **Obligations of Lessee**: The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XI. **Insurance**: In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee

for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

XII. **Sublet/Assignment**: The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

XIII. **Damage to Leased Premises**: In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XIV. **Default and Possession**: In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in

addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than _____ days after due date shall accrue a payment penalty of one of the following:

(Choose One)

□ - Interest at a rate of ______ percent (____%) per annum on a daily basis until the amount is paid in full.

□ - Late fee of ______ dollars (\$______) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

XV. **Indemnification**: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from Lessee's sole or active negligence related to Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer due to Lessee's sole or active negligence in connection with the Lessee's use and occupancy or care, custody and control of the Premises.

XVI. **Bankruptcy - Insolvency**: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

XVII. Subordination And Attornment: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

XVIII. Miscellaneous Terms:

- 1. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- 2. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the ______ [Municipality]. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
- 3. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

- 4. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- 5. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XIX. **Estoppel Certificate**: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

XX. **Holdover**: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXI. **Waiver**: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXII. **Governing Law**: This Lease shall be governed by the laws of the State of California.

XXIII. Notices: Payments and notices shall be addressed to the following:

Lessor

Lessee

XXIV. **Amendment**: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXV. **Binding Effect**: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this _____ day of _____, 20____.

Lessee's Signature	Date
Printed Name	
Lessor's Signature	Date
Printed Name	
Acknowledgment of Notary Public	
STATE OF	
County, ss.	
On this day of	, 20, before me
appeared, as LESS	OR of this Commercial Lease
Agreement who proved to me through governme	
be the above-named person, in my presence	•
acknowledged that they executed the same as	
Notar	av Public

Notary Public My commission expires:_____

Acknowledgment of Notary Public

STATE OF				
	County, ss.			
On this _	day of		20	_, before me
appeared		, as LESSEE of this C	comm	ercial Lease
be the above-na	amed person, in	rough government issued my presence executed fo ed the same as their free a	regoi	ing instrument and

Notary Public My commission expires:_____

Sloughhouse Resource Conservation District Board of Directors Meeting

From:	SRCD Staff	
То:	SRCD Board of Directors	
Agenda Item #: Agenda Item Subject:	#4 <mark>Grant Updates</mark>	
Agenda Date:	June 12, 2024	

Background – CAPGP

Sloughhouse RCD was awarded \$199,800 from the <u>California Department of Food and</u> <u>Agriculture's (CDFA) Conservation Agriculture Planning Grant Program (CAPGP)</u> and the SRCD Board has already begun to work on the 2-year grant contract agreement.

- SRCD has entered into agreements with these certified conservation planners to write the plans.
 - Matthew Wacker 2 Grazing Management Plans in Sacramento County and 1 in Tuolumne County
 - Harol Gallardo 8 Soil Health Plans (1 in Tuolumne, 7 in Sac County), 7 Carbon Farming Plans (4 in Sacramento County and 1 in Tuolumne) and 1 CEMA Carbon Sequestration Plan in Sacramento County
 - Molly Taylor 3 Carbon Farming Plans in Alpine County
 - WETA Program Coordinator 2 Irrigation Water Management Plans in Sacramento County
- Identifying landowners whose property will receive the conservation plans.
 - Interest form: <u>https://www.surveymonkey.com/r/SRCDconservationplanning</u>
 - \circ $\,$ 10 landowners are currently working with TSP's $\,$
 - A second round of applications is open up with new marketing materials going out. This round of applications will be open until the slots are filled up (hopefully until around June-July 2024)
- SRCD Staff Time for the Grant totals around \$19,250 to reimbursed to us

Background – CDFA Water Efficiency Technical Assistance Grant

On July 28th, the CA Dept. of Food and Agriculture (CDFA) announced that Sloughhouse Resource Conservation District has been selected to receive a Water Efficiency Technical Assistance (WETA) award in the amount of \$ 432,153.00. CDFA staff has finalized the grant agreement documents including the Scope of Work and Budget. The end date for this grant is slated to be March 31, 2026. The grant application requested funds to cover personnel costs (roughly 4% FTE of the District Manager position, 8% FTE of the Admin Coordinator position, and a Water Efficiency Program Coordinator at 75% FTE), supplies, travel, employee training, outreach supplies, and pump efficiency test. Under this agreement, an outside contractor/consultant can also be hired and utilized to complete project objectives.

WETA Update as of 6/7/24

- Four evaluations were performed in total including ITRC training.
 - The first SRCD evaluation under WETA grant was performed on 5/29/24 with the assistance of Conor Higgins with Yolo RCD.
 - Several evaluations performed with Conor Higgins within Yolo/Sutter RCD for training purposes (drip, movable solid set).
 - Cal-Poly ITRC Irrigation System Evaluations training at Chico State Farm.
 - Performed an evaluation on above ground and buried microsprinklers
- Outreach efforts have increased significantly which includes going to farmers markets to speak with vendors & growers, speaking with owners of wine tasting rooms who regularly connect with local wine makers, visiting fruit/veggie stands, posting flyers at local businesses/shops around the District, posting social media content, contacting growing associations such as California Association of Winegrape Growers and having them post our flyers in their newsletters, having our flyer posted on the Sac Farm Bureau bulletin, attending local meetings when available, calling and emailing local growers and just trying to get the word out as much as possible.
- Most supplies & tools have been ordered for the WETA Mobile Irrigation Lab. \$545.09 have been spent so with \$947 remaining in the budget. Cal Poly ITRC quoted \$1,800 for an irrigation evaluator kit. There is also \$2,430 remaining in the budget for initial outreach supplies. Plan to use initial outreach line item for signage and other outreach tools that will benefit the Mobile Irrigation Lab(MIL)
- Staff would like to pursue purchasing an ATV and trailer for the Mobile Irrigation Lab. The remaining travel/vehicle budget has the funds available as seen below:
 - There is \$2,612 remaining in the Initial Evaluations Travel line item, \$10,500 remaining for evaluations travel, and \$678 remaining for trainings travel. This equates to a total of \$13,790 remaining for all travel/vehicle budget line items.

Budgeted Travel Funds	
1.1 - Initial Evaluations Travel	2,612
1.2 - Evaluations Travel	10,500
3.1 - Trainings Travel	678

 If SRCD were to buy a new Honda ATV(Honda Fourtrax Recon) for example, the cost of the recon is \$5,194 w/ tax, I found a trailer that would be able to accommodate my SUV and the ATV that is \$\$1,671.51 w/ tax at Tractor Supply. Trailer hitch, ball, mount, wiring + installation could be roughly \$400. This equates to a total roughly \$7,265.51 for the purchase, trailer and installation, not including ATV insurance. • The leftover budget for all budgeted travel funds is now \$6,524.49 for the rest of the program based on the current budget. The remaining budget can be split in half to estimate the future costs since the grant agreement ends on March 31, 2026. \$3,262.25 can be budgeted per year. The evaluation the MIL performed on 5/29/24 is one of the furthest points we visit in the District. Round trip distance was 71.6 miles, and \$47.97 based on current mileage reimbursement rate according to the IRS. This equates to 68 trips per year, 136 trips within the grant term. Also, the current starting location is my home office in Folsom. If the office space is leased soon, the round-trip mileage will be less from that location and mileage costs will also be reduced. Since the grant requires 95 evaluations to be performed, an extra 41 trips will be available as a reserve. The reserve can act as gas for the ATV and maintenance as needed. The reserve will be roughly \$1966.77

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Sloughhouse RCD's Mobile Irrigation Lab

The Sloughhouse Resource Conservation District(SRCD is offering FREE inglation evaluations to growers and land owners within Sloughouse RCD boundaries! The Mobile trrigation Lab is a one-on-one consultation with growers that focuses on irrigation efficiency and management that can help you save water and energy.

SERVICES PROVIDED:

- Distribution uniformity and application rate measurements which measure how evenly water is distributed on crops
 Pressure & Flow tests
- Plug/leak measurements.
 Recommendations for system improvements.
- Coordination of free pump efficiency testing (tests are limited, one per grower).

HOW TO SCHEDULE:

If you are interested in receiving a FREE irrigation system evaluation, please complete this questionmaire to qualify. Translation services can be provided if requested. Please click the link below or take a picture of QR Code:

n you nave questions regarding the MIL, please contact Chris Timmer, Water Efficiency Program Coordinator at (916) 628-0369 or chris@sloughhousercd.or Or go to the Sloughhouse Website for more information: www.sloughhousercd.org

SLOUGHHOUSE Resource Conservation District Resource Conservation Resource Conservation

Resource Conservation District Mobile Irrigation Lab

FREE Irrigation Evaluations available for growers in SRCD boundaries SERVICES PROVIDED:

> Tests that measure how evenly water is distributed on crops Pressure & Flow tests Plug/leak measurements. Recommendation for improvements.

> > Πł

Recommendation for improvements. Coordination of free pump efficiency tests (tests are limited, one per grower).

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Laboratorio de riego móvil de Sloughhouse RCD Evaluaciones de riego gratuitas

de

¡El Distrito de Conservación de Recursos de Sloughhouse (SRCD) ofrece evaluaciones de riego GRATUITAS a agricultores y propietarios de tierras dentro de los límites de Sloughhouse RCDI El Laboratorio Móvil de Irrigación es una consulta individual con productores que se centra en la eficiencia y gestión del riego que puede ayudarle a ahorrar agua y energía.

SERVICIOS PRESTADOS:

- Mediciones de uniformidad de distribución y tasa de aplicación que miden qué tan uniformemente se distribuye el agua en los cultivos.
- Pruebas de presión y flujo
 Mediciones de tapones/fugas.
- Recomendaciones para mejoras del sistema.
 Coordinación de pruebas gratuitas de
- Coordinación de pruebas gratulitas de eficiencia de bombas (las pruebas son limitadas, una por agricultor).

CÓMO PROGRAMAR: Si está interesado en recibir una

Si esta interesado en recibir una evaluación CRATUITA del sistema de riego, complete este cuestionario para calificar. Se pueden proporcionar servicios de traducción si se solicita. Haga clic en el enlace a continuación o tome una fotografía del código QR:

Si tiene preguntas sobre Mit, comuniquese con Chris Timmer, Coordina Programa de Eficiencia del Agua al (916) 628-0389 o chris@siouphous visite el stito web de Sloughhouse para obtener más información: www.sloughhousercd.org



- Pruebas que miden la distribució uniforme del agua en los cultivos
 Pruebas de presión y flujo
- Mediciones de tapones/fugas.
 Recomendación de mejoras.
- Coordinación de pruebas gratuitas o eficiencia de bombas (las pruebas so
 - limitadas, una por agricultor).

cdfa

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date:	June 12, 2024
Agenda Item #:	#5
Agenda Item Subject:	SRCD Evaluation Documents
To:	SRCD Board of Directors
From:	SRCD Staff

Background

Staff collaborated with Director Washburn to improve and update the staff evaluation documents to be used later this year. The documents are meant to be used by Board Members to evaluate Staff on their annual performance as well as for Staff to self-evaluate and have an open-dialogue with supervisors/Board members.

Evaluations should take place either annually on anniversary of hire date or by Board's discretion.

Attachments: <u>SRCD Performance Evaluation Form</u> <u>SRCD Staff Self-Evaluation Form</u>

Recommendations:

Provide feedback on evaluation forms and/or approve documents for future use.

SLOUGHHOUSE RCD PERFORMANCE REVIEW – EMPLOYEE SELF-EVALUATION TEMPLATE:

Employee Self-Evaluation	
Employee Name:	Discussion Date:
Employee Title:	Supervisor:

Section I:

Suggested questions:

Each question is assigned a letter:

- I improvement needed to perform at expected standards
- M performance fully meets expected standards
- E performance consistently exceeds expected standards

For each question, a letter is assigned, comments are offered, or both.

1. Quality of Work – is the staff person accurate, neat, well-organized and thorough in their work?

2. Quantity of Work – is the amount of work consistent with requirements of the position?

3. Work Habits – is the employee effective at using their time?

4. Relationships with People – does the staff person recognize the needs of others and treat others with respect?

5. Taking independent action – Is the staff person self-motivated and initiate work activities?

6. Meeting work commitments – are assignments completed and deadlines met?

7. Supervising work of others – if appropriate, is the staff person effective at guiding the work of others, delegating responsibility, and supporting the needs of those supervised?

Section II: Discuss with your supervisor the following questions:

- 1. What about your current role and responsibilities do you find motivating and engaging—or put another way, what makes you want to come to work each day?
- 2. What (if anything) gets in the way of your motivation and engagement?
 - 3. What else would you like to do or work on in the future that you may not be doing now—or what would add to your job satisfaction? (*This is optional and may not apply to all, especially for those who are new to the organization or new to their position.*) How would it meet the needs of the organization? Consider any knowledge, skills or competencies that might be necessary. How would you develop those?

4. Consider the type and level of support you currently receive from your supervisor. What do you find most valuable or helpful? What would you change, add to, subtract, or request from your supervisor?

Note: Summarize the points discussed with your supervisor in writing on this page

Employee Signature: _____

Date Submitted**: _____

• Please reflect the date this documentation is being shared electronically with your supervisor at the same time that it is being submitted for your Employee File.

Sloughhouse RCD Performance Evaluation

Process:

Both staff and reviewer(s) evaluate staff person using the criteria described below. Part of this process involves all parties reviewing the relevant job description/duty statement. This is to ensure that the evaluation is based on realistic expectations. A meeting then takes place where the self-evaluation and board evaluation are review, focusing on the staff person's strengths and opportunities for improvement. Both evaluation forms are placed in the file of the staff person.

Suggested questions:

Each question is assigned a letter:

I - improvement needed to perform at expected standards

M – performance fully meets expected standards

E – performance consistently exceeds expected standards

For each question, a letter is assigned, comments are offered, or both.

1. Quality of Work – is the staff person accurate, neat, well-organized and thorough in their work?

2. Quantity of Work – is the amount of work consistent with requirements of the position?

3. Work Habits – is the employee effective at using their time?

4. Relationships with People – does the staff person recognize the needs of others and treat others with respect?

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Sloughhouse Resource Conservation District Board of Directors Meeting

Cosumnes Groundwater Authority (CGA) Overview								
From:	SRCD Staff							
To:	SRCD Board of Directors							
Agenda Item #: Agenda Item Subject:	#6 <mark>Cosumnes Groundwater Authority Update</mark>							
Agenda Date:	June 12, 2024							

Links: Board Meeting Materials | Committee Meeting Materials

Upcoming CGA Board Meetings

Next Regular Meeting

- Wednesday, August 7, 2024, 8:30-11:30am
- Location: Galt Police Department, 455 Industrial Dr., Galt, CA 95632

Recommended Corrective Actions

At the recent CGA Board meeting, the Board heard from Consultant EKI about the Recommended Corrective Actions (RCA's) DWR has laid out for CGA and corresponding GSA's to complete by December 2026. A timeline has been put in place but the CGA and it's GSA's need to discuss in depth a solid plan to address these needed actions in 1.5 years.

Attachments: DWR's Recommended Corrective Actions

RECOMMENDATION:

• Discuss the RCA's from a GSA perspective.

DRAFT PLAN TO ADDRESS DWR'S CORRECTIVE ACTIONS

- CGA received DWR's GSP determination on 26 October 2023.
- Approval letter included six Recommended Corrective Actions (RCAs).
- WY 2024 Annual Report Table AR-10 will need to summarize progress made towards addressing the RCAs.
- RCAs must be addressed during the GSP Periodic Evaluation (2027).



DWR's October 2023 GSP Implementation: A Guide to Annual Reports, Periodic Evaluations, & Plan Amendments

REMINDER - Recommended Corrective Actions:

GSAs are expected to provide a detailed discussion of how the recommended corrective actions are being addressed or were addressed for each of the Plan elements and sections below, as applicable. When the recommended corrective actions warrant a Plan Amendment the Periodic Evaluation should describe the amended components of the Plan.

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SELECTED QUOTES FROM THE DETERMINATION LETTER

- "The Plan demonstrates a reasonable understanding of where data gaps exist and <u>demonstrates a</u> <u>commitment to eliminate those data gaps</u>." (DWR Determination: Page 3 of 6)
- "The Department will continue to monitor Plan implementation and <u>reserves the right to change its</u> <u>determination if projects and management actions are not implemented</u> or appear unlikely to prevent undesirable results or achieve sustainability within SGMA timeframes." (DWR Determination: Page 4 of 6)
- "The GSAs have identified areas for improvement of their Plan (e.g., addressing data gaps related to the hydrogeological conceptual model, well construction information, and interconnected surface water, expanding monitoring networks, and refining projects and management actions). Department staff concur that those items are important and recommend the GSAs address them as soon as possible. Department staff have also identified additional recommended corrective actions within this assessment that the GSAs should consider addressing by the first periodic evaluation of the Plan." (DWR Staff Report: Page 2 of 45)



PROPOSED RCA SCHEDULE

				202	4				2				20	2025							2026										
	J	J	A	S	0	N	D	J	F	Μ	A	M	J	J	A	S	0	N	D	J	F	M	A	M	J	J	A	S	0	N	D
RCA I					Da	ta ga	p fill	ing								Techr	nical	analy	rsis			Inco	rporo	ate d	lata	& re	sults	into	Perio	dic F	Review
RCA 2																Tecl	nnica	l ana	lysis			Inco	rporo	ite d	lata (& re	sults	into	Perio	dic F	Review
RCA 3					D	ata g	ap f	illing							T	echn	ical a	inalys	sis			Inco	rporo	ate d	lata	& re	sults	into	Perio	dic F	Review
RCA 4					D	ata g	gap (illing							7	echn	ical a	inalys	sis			Inco	rporo	ite d	lata (& re	sults	into	Perio	dic F	Review
RCA 5		l	Data	gap	filling								Tecl	hnico	ıl an	alysis						Inco	rporo	ate d	lata (& re	sults	into	Perio	dic F	Review
RCA 6					Data	a gap	fillin	g								Tech	nical	anal	lysis			Inco	rporo	ate d	lata (& re	sults	into	Perio	dic F	Review



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RECOMMENDED CORRECTIVE ACTION 1 (1 OF 2)

Corrective Action 1: "Further assess potential impacts of the established minimum thresholds for chronic lowering of groundwater levels on domestic wells as related data gaps are filled and provide supporting documentation of the assessment."

Background from GSP:

A domestic well impact analysis was conducted in the GSP (Section 15.1.2. Domestic Well Impact Analysis). The analysis relied on well construction information from DWR's Online System of Well Completion Reports (OWSCR) database and excluded wells older than 40 years old.

- OWSCR database does not have all wells and does not include reliable locations.
- OWSCR database had 2,349 Domestic wells within the Basin.
- GSP concluded 18 Domestic wells could be partially dewatered, and 12 domestic wells could be fully de-watered if groundwater levels fell beneath the MTs at all representative monitoring wells (*conservative because it is an unlikely* scenario).

Cosumnes GSP: Figure PA-2 Well Density from DWR Well Completion Reports a) Domestic Well Density per PLSS Section Well in Cosumnes Subbasin DM Cosumnes Subbasin (5-022.16) Well Density per PLSS Section RMW-WL6 109 0 2028

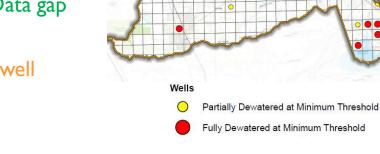
RECOMMENDED CORRECTIVE ACTION 1 (2 OF 2)

DWR's Staff Report:

Department staff believes many users will utilize wells more than 40 years old throughout the GSP implementation period and note this equates to nearly 600 domestic wells potentially impacted by GSP implementation that were excluded from the well impact analysis.

Response Plan:

- GSAs: Conduct well census and inventory projects to verify well use, status, construction, and density within the Basin (Data gap identified in Section 19.1.2. Data Gap Filling Efforts)
- CGA/GSP Consultant: Update and document domestic well impact analysis after well census is completed.



Cosumnes GSP Figure SMC-2 Well Impact Analysis



Green = start in 2024 Orange = start in 2025 All tasks completed before Jan 2026

RECOMMENDED CORRECTIVE ACTION 2 (1 OF 2)

Corrective Action 2: "Revise the undesirable results definition for chronic lowering of groundwater levels to be based on impacts due to lowering of groundwater levels (i.e., the number or percentage of wells that the GSAs deem acceptable to impact due to lowering of groundwater levels) and update the minimum thresholds for chronic lowering of groundwater levels, as necessary, to be tied to the undesirable result definition."

Background from GSP:

Significant and Unreasonable effects associated with Undesirable Results occur when the number of completely dewatered domestic wells exceeds the assumed natural well replacement rate projected to occur over the 20-year implementation horizon.

- GSP concluded that, relative to 2015 conditions, 18 domestic wells could be partially dewatered and 12 domestic wells could be fully de-watered if groundwater levels fell beneath the MTs at all representative monitoring wells (a conservative estimate but unlikely scenario).
- The above number of impacted wells is far below the number of wells that will require replacement based on age alone (approximately 610 wells).



RECOMMENDED CORRECTIVE ACTION 2 (2 OF 2)

DWR's Staff Report:

Department staff note that the GSP has not defined undesirable results for chronic lowering of groundwater levels based on impacts due to lowering of groundwater levels or depletion of supply. By setting the undesirable result based on an average percentage of wells that may need to be replaced or rehabilitated over the 20-year GSP implementation period, the GSAs have not considered what the exact impacts on wells going dry are.

Recommended Response Plan:

- CGA/GSP Consultant: Revise definition of significant and unreasonable to a verified number or percentage of impacted wells over the 20-year implementation period with justification for selected values.
- GSAs develop program to inspect problem wells, validate impacts, and mitigate as appropriate.*

*SWRCB staff expect well mitigation programs to address impacted drinking water wells. Under a typical mitigation program, the well owner is compensated for pump lowering, well deepening, well replacement, or obtaining an alternative supply.

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Green = start in 2024 Orange = start in 2025 All tasks completed before Jan 2026

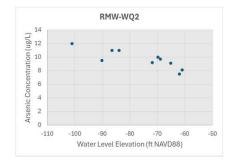
RECOMMENDED CORRECTIVE ACTION 3 (1 OF 2)

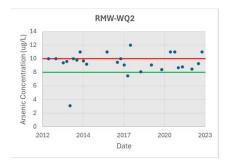
- Corrective Action 3: "Conduct the necessary investigations or studies to better understand the relationship between groundwater levels and degraded water quality. Based on the results of the investigations/studies, describe in the GSP, the relationship between the minimum thresholds established for chronic lowering of groundwater levels and degraded water quality."
- Background from GSP: Well-water sample results and concurrent water level data were limited in the Basin and the GSP states that the relationship between groundwater elevations and degraded water quality is not well understood. As reported in the GSP, only 19 wells in the entire Subbasin had four or more historical water quality and water level data points, and only 2 are extraction wells.

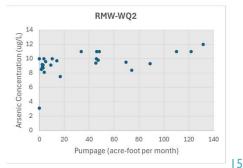
The SGMA monitoring program specifies annual sampling from 14 RMW-WQs.

Currently, of these wells:

- One (I) has no new data.
- I 3 have been sampled annually but were not analyzed for the complete list of constituents.
- 6 have concurrent pumping data.
- II have concurrent water level data.







RECOMMENDED CORRECTIVE ACTION 3 (2 OF 2)

DWR's Staff Report:

Department recommend the GSAs conduct the necessary investigations or studies to better understand the relationship between groundwater levels and degraded water quality, given that, for the most part, the selected minimum thresholds for groundwater levels are lower than levels historically experienced in the Subbasin.

Recommended Response Plan:

- CGA/GSP Consultant: Update analysis using new data from the Monitoring Program and other sources.
- GSAs: Establish protocols that ensure required water quality data is collected from all RMW-WQs.
- GSAs: Establish protocols that ensure water levels are measured in the RMW-WQ at the time of sampling.
- GSAs: Establish protocols that record water production (pumpage) from RMW-WQs.
- CGA/GSP Consultant: Update "Trigger Thresholds" in the GSP's Periodic Evaluation and include GSA
 response plan if thresholds are reached. For example, increase the frequency of water quality sampling at the
 well when Trigger Threshold is reached.



Green = start in 2024 Orange = start in 2025 All tasks completed before Jan 2026

RECOMMENDED CORRECTIVE ACTION 4 (1 OF 2)

Corrective Action 4: "Establish sustainable management criteria for land subsidence based on direct measurements of land elevation changes to assess and confirm that no significant and unreasonable land subsidence is occurring."

Background from GSP:

- Measured vertical displacement in the Basin has been minor to date indicating that land subsidence and damage to critical infrastructure is not a significant concern in the Basin, based on the best available information.
- The GSP utilizes groundwater levels as a proxy for monitoring potential land subsidence, and the MTs established for Chronic Lowering of Groundwater Levels were deemed to be protective against URs for Land Subsidence (*Table SMC-1*. *Summary of Undesirable Results and Minimum Thresholds* Definitions, Criteria, and Justification.)



RECOMMENDED CORRECTIVE ACTION 4 (2 OF 2)

DWR's Staff Report:

Because of the limited number of global positioning system monitoring stations within the Subbasin, and minimum thresholds for chronic lowering of groundwater levels being established at levels lower than historical lows for the majority of the Subbasin, Department staff conclude that use of groundwater level as a proxy for land subsidence is inappropriate.

Recommended Response Plan:

- CGA/GSP Consultant: Investigate if other entities are already periodically monitoring land surface elevations at monuments as part of other programs (USBR, City of Galt, Cal Trans, etc.)
- CGA/GSP Consultant: Work with the GSAs to identify or establish monument survey network and define SMCs based on actual land surface elevation changes (rate and extent) based on potential impacts to land uses and infrastructure.

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Green = start in 2024 Orange = start in 2025 All tasks completed before Jan 2026

RECOMMENDED CORRECTIVE ACTION 5 (1 OF 2)

Corrective Action 5: Department staff understand that estimating stream depletions due to ongoing Subbasin-wide pumping is a complex task. The Department plans to provide guidance on methods and approaches to evaluate the rate, timing, and volume of depletions of interconnected surface water and support for establishing specific sustainable management criteria in the near future.

Background from GSP:

- There are portions of the Cosumnes River where interconnected conditions are assumed to occur, at least temporarily.
- The correlation between model-calculated depletions and measured groundwater levels was limited due to model uncertainty, the limited number of RMW-ISWs, and a lack of river stage and diversion data.
- The uncertainty in river depletions is recognized as a significant data gap in the GSP. (Section 15.6 Minimum Thresholds for Depletions of Interconnected Surface Water)

RECOMMENDED CORRECTIVE ACTION 5 (2 OF 2)

DWR's Staff Report:

Department staff note that at this time, the Plan does not demonstrate, with adequate evidence, that the use of groundwater elevations as a proxy for depletions of interconnected surface water is sufficient to quantify the location, quantity, and timing of depletions.

Recommended Response Plan:

- CGA/GSP Consultant: Utilize interconnected surface water guidance, as appropriate, when issued by DWR, to establish/refine quantifiable MTs, MOs, and management actions (MAs).
- GSAs fill data gaps: additional monitoring data, monitor and identify timing and extent of
 interconnectivity.
- CGA/GSP Consultant: Refine CoSANA-calculated surface water depletions consistent with DWR guidelines.
- CGA: Prioritize collaborating and coordinating with local, state, and federal regulatory agencies and other interested stakeholders to better understand the beneficial uses and users potentially impacted by pumping induced surface water depletions within the GSA's jurisdictional area (for example, reactivate the Surface Water Advisory Group [SWAG]).

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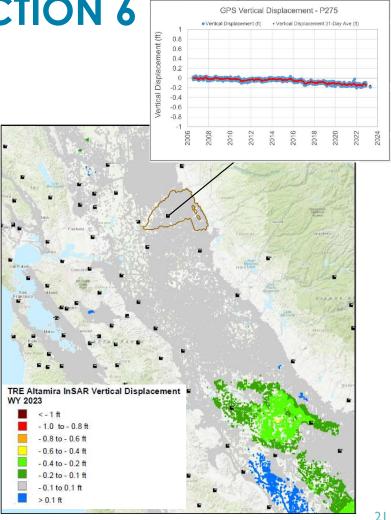
Green = start in 2024 Orange = start in 2025 All tasks completed before Jan 2026

RECOMMENDED CORRECTIVE ACTION 6

Corrective Action 6: "Expand the land subsidence monitoring network to provide sufficient coverage of the Subbasin. The GSAs may consider the use of additional GPS stations, extensometers, or publicly available remote sensing data (e.g., InSAR) to expand the land subsidence monitoring network in the Subbasin."

Background from GSP:

- Data utilized in the GSP was collected at a single point at the University Navstar Consortium (UNAVCO) Global Positioning System station within the Basin (Site P275).
- InSAR data is freely available for the Basin and results are consistent with Site P275 and the GSP.



RECOMMENDED CORRECTIVE ACTION 6 (2 OF 2)

DWR's Staff Report:

Department staff do not consider use of groundwater levels as a proxy for land subsidence to be appropriate because of the GSAs' plan to allow continued lowering of groundwater levels below historical lows in the Subbasin.

Recommended Response Plan:

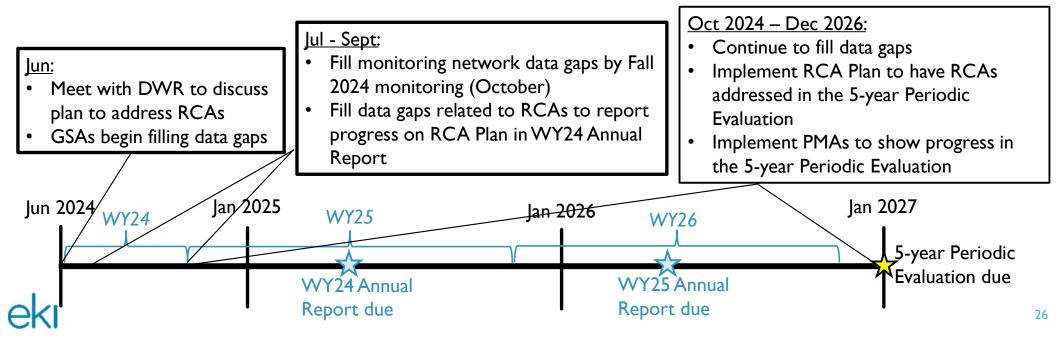
- CGA/GSP Consultant: Report InSAR data in the Annual Monitoring Reports.
- CGA/GSP Consultant: Investigate if other entities are already periodically monitoring land surface elevations as part of other programs (USBR, City of Galt, Cal Trans, etc.).
- CGA/GSP Consultant: Establish monument survey network and monitoring program (see Recommended Corrective Action 4).

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Green = start in 2024 Orange = start in 2025 All tasks completed before Jan 2026

NEXT STEPS

- Meet with DWR to confirm RCA Plan.
- Prioritize PMAs and Data Gap Filling efforts to implement response.
 - Responsible Agency
 - Cost
 - Level of Effort



Sloughhouse Resource Conservation District Board of Directors Meeting

From:	SRCD Staff
То:	SRCD Board of Directors
Agenda Item Subject:	SRCD Staff Report
Agenda Item #:	#7
Agenda Date:	June 12, 2024

Staff Updates

- Staff is putting together a list of possible upcoming grant opportunities for the RCD to apply to and will present this at the July Board meeting. As part of the SLEWS Academy, staff is particularly looking at a project to implement with local high school students over the course of one school year. The Center for Land-Based Learning is assisting in grant research and writing, as well.
- Staff is working with Jerry Legg at California Class to open an account in which the RCD will place the future groundwater sustainability fee project funds. The interest rate at this time is 5.2%. The account can remain open and without funds without penalty for as long as needed. California Class also works closely with the California Special Districts Association (CSDA) and Rick Wood has been assisting staff with the application process.