

Agenda
Rio Linda / Elverta Community Water District
Planning Committee

Sacramento Metro Fire Dept.
6609 Rio Linda Blvd.
Rio Linda, CA 95673

Friday, May 3, 2019
2:00 pm

Public documents relating to any open session items listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection on the counter of the District Office.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should fill out the Comment Card and give it to the General Manager. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 991-1000. Requests must be made as early as possible and at least one full business day before the start of the meeting.

Call to Order

Public Comment

This is an opportunity for the public to comment on non-agenda items with the subject matter jurisdiction of the Committee. Comments are limited to 2 minutes.

Items for Discussion and Action

1. Elverta Specific Plan Owners Group (ESPOG) resumption of discussions regarding a Water Services Agreement.
2. Report from follow up discussion with Rob Swartz on limitations and extent for conjunctive use in achieving additional capacity to serve new development.
3. Capital Improvement Plan status (Mike Vasquez, District Engineer).
4. Discuss methods for filling the anticipated Board Member vacancies (plural).
5. Discuss the merits of withdrawal from the RWA Water Efficiency Project participation agreement.
6. General status report from District Engineer.
7. Discuss the error in cost of living adjustment for the General Manager, where the adjustment in December 2018 was 0.5% less than the actual Consumer Price Index stipulated in the employment agreement.

Items Requested for Next Month's Committee Agenda

Adjournment

Next Scheduled Planning Committee Meeting: Friday, June 7, 2019



Planning Committee

Agenda Item: 1

Date: May 3, 2019
Subject: Elverta Specific Plan Owners Group Water Service Agmt
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Re-engage in dialog with Elverta Specific Plan Owners Group (ESPOG) in search of solutions to the current impediments for drafting a workable Water Service Agreement, which is a condition of development in the Elverta Specific Plan

Current Background and Justification:

Discussions with ESPOG representatives stalled last fall consequent to an expired funding agreement. The replacement funding agreement was executed last month. In the meantime, one of the representatives has moved on, so the Planning Committee will be introduced to Laura Zuckerman. Additionally, two of the original developers/landowners have dropped out of the group.

When ESPOG representatives last attended a Planning Committee in the Fall of 2018, we were engaged in preliminary exploration of the feasibility of limited development on groundwater. The number of units which might be appropriate and the stipulated progress toward new surface water facilities seems to be the appropriate starting point in reengaging discussions.

Staff recommendation:

Resume discussions with ESPOG's representatives.

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
September 27, 2016
Timed: 10:30 a.m.

To: Board of Supervisors

From: Department of Community Development

Subject: Elverta Specific Plan Finding Required By Rezone Condition No. 14/Mitigation Measure WS-1 And Rio Linda/Elverta Community Plan Policy PF-8

Supervisory District(s): MacGlashan

Contact: Todd Smith, Principal Planner, 874-6918

Overview

Recognizing the need for proactive groundwater management, the Rio Linda/Elverta Community Plan update incorporated Policy PF-8 calling for implementation of supplemental water supplies for future growth in the community. At the time of the adoption of the Elverta Specific Plan, a supplemental water source was not secure and PF-8 was incorporated into the plan as Rezone Condition No. 14/mitigation measure WS-1. The Rio Linda Elverta Community Water District has drafted a Water Supply Strategy being presented to the Board for a consistency determination with the above policy/measures.

Recommendations

Staff recommends that the Board make the following findings:

1. The Sacramento Groundwater Authority has adopted an appropriate Groundwater Management Program (SGA GMP) to protect the long-term sustainable yield of the North Area Basin.
2. The proposed water use for the Elverta Specific Plan (ESP) is to be provided by the Rio Linda Elverta Community Water District, a signatory and participant of the SGA Joint Powers Authority (JPA), and is subject to the SGA GMP.
3. The strategy to supply ESP development with existing groundwater while utilizing funds from a recently approved connection fee increase to pursue alternative, supplemental water sources, is consistent with the SGA groundwater management program.

Measures/Evaluation

This consistency finding allows for the consideration to approve entitlement requests for urban development in comprehensively planned areas of the Rio Linda/Elverta community, including those requests within the Elverta Specific Plan area.

Fiscal Impact

None.

BACKGROUND

History of Groundwater Use in the Rio Linda/Elverta Area

Areas of the central portion of Sacramento County (County) north of the American River have not traditionally experienced easy access to surface water. The demand on groundwater increased markedly in the middle of the 20th century as military and industrial facilities, such as McClellan Air Force Base, were established accompanied by rapid urban development.

This widespread urban development and the lack of available surface water was largely the reason that by the 1960s a significant groundwater depression had developed in the region in and around the Rio Linda and Elverta communities. Falling groundwater levels moved the Sacramento County Board of Supervisors to partner with the California State Department of Water Resources in 1968 to investigate the County's groundwater resources. The investigation was summarized in 1974 in Bulletin 118-3, "Evaluation of Ground Water Resources: Sacramento County". The Sacramento County Basin (which at the time encompassed all of Sacramento County) was subsequently identified in Bulletin 118-80 as one of 42 basins in California that showed evidence of overdraft.

Rio Linda and Elverta Community Plan

On June 3, 1998, the Board adopted the Rio Linda and Elverta Community Plan (RLECP) Update which identified an Urban Development Area in eastern Elverta. Approval of the RLECP Update project included the adoption of Community Plan Policy PF-8, which is intended to protect and regulate the use of groundwater within the Community Plan area. Shortly after the adoption of the updated Community Plan, the PF-8 policy was amended to clarify the role of the Sacramento North Area Groundwater Management Authority (SNAGMA), now known as the Sacramento Groundwater Authority (SGA).

The current, amended RLELCP PF-8 policy reads as follows:

"PF-8. The County of Sacramento and the Cities of Citrus Heights, Folsom and Sacramento, through a Joint Powers Agreement, have established the Sacramento North Area Groundwater Management Authority (SNAGMA)[now known as the Sacramento Groundwater Authority or SGA] to implement a groundwater management program to protect the long-term sustainable yield of the groundwater basin underlying the North Area basin. In the new growth area in eastern Elverta, and other comprehensively planned development areas, entitlements for urban development shall not be granted until the Board of Supervisors makes one of the following findings:

- (i) that an agreement between the developer and either the domestic water purveyor servicing the area (the Rio Linda/Elverta Community Water District and/or Citizens Utilities Company [now California American Water Company or Cal-Am]) or the SNAGMA has been executed which (a) assures that arrangements are in place to deliver supplemental water supplies (i.e., surface water, reclaimed water, etc.) within the boundaries of the SNAGMA in quantities sufficient to prevent a long-term net increase in groundwater pumping resulting from the proposed development and (b) assures that funding is made available to either the domestic water*

purveyor or the SNAGMA for all costs for delivery of such supplemental water supplies; or

- (ii) *that an appropriate groundwater management program has been adopted by the Sacramento North Area Groundwater Management Authority (SNAGMA) to protect the long-term sustainable yield of the groundwater basin underlying the area for which an entitlement is sought, and that water use resulting from such entitlement is subject to and consistent with such groundwater management program.*

The land use planning process may proceed, and specific plans and rezoning may be approved, prior to this finding being made by the Board of Supervisors”.

Elverta Specific Plan

Pursuant to County ordinance, the Elverta Specific Plan Property Owners Group requested that the Board consider initiation of a Specific Plan for the identified area in eastern Elverta, and on September 9, 1998, the Board adopted a resolution initiating the Elverta Specific Plan. Following a planning effort with extensive public outreach, the Board adopted the Elverta Specific Plan on August 8, 2007.

To supply water to future development in the Elverta Specific Plan, the water supply proposal was subject to the findings required by RLECP Policy PF-8. Water supply planning documents from previous efforts evaluated numerous supply sources and strategies to serve the development under the PF-8 requirements. The selected strategy at the time included a mix of groundwater, surface water, and recycled water. New wells would be drilled to supply groundwater in the quantity required for the Elverta Specific Plan’s maximum daily demand. The Rio Linda Elverta Community Water District (RLECWD) would purchase surface water from the Sacramento Suburban Water District (SSWD) during the off peak seasons and serve both Elverta Specific Plan and other RLECWD demands in quantities sufficient to offset the annual groundwater pumping volumes. The RLECWD would also implement a recycled water program with the City of Roseville.

Final arrangements for delivery of the supplemental water sources were not in place at the time of the Elverta Specific Plan adoption. Therefore, the requirements of PF-8 were incorporated into the Elverta Specific Plan in the form of a rezone condition and mitigation measure, which read as follows:

Rezone Condition No. 14/Mitigation Measure WS-1:

Consistent with RLECP Policy PF-8 and the WFA [Water Forum Agreement], entitlements for urban development (i.e., tentative subdivision maps, tentative parcel maps, development plans, use permits, building permits, etc., but not including approval of the Specific Plan and rezonings) within the project area shall not be granted until the Board of Supervisors makes one of the following findings:

- (i) *That an agreement between the developer and either the domestic water purveyor servicing the area (RLECWD and/or Cal-Am) or the SGA has been executed which*
 - (a) *assures that arrangements are in place to deliver supplemental water supplies (i.e., surface water, reclaimed water, etc.) within the boundaries of the SGA in quantities sufficient to prevent a long-term net increase in groundwater pumping resulting from the proposed development and*
 - (b) *assures that funding is made*

- available to either the domestic water purveyor or the SGA for all costs for delivery of such supplemental water supplies; or*
- (ii) That an appropriate groundwater management program has been adopted by the SGA to protect the long-term sustainable yield of the groundwater basin underlying the area for which an entitlement is sought, and that water use resulting from such entitlement is subject to and consistent with such groundwater management program.*

Prior to the Board making one of the above findings, the proposed supplemental water supply and/or groundwater management measures shall be approved by the SGA as consistent with RLECP Policy PF-8 and with applicable groundwater management criteria for the North Area basin.

Sacramento Groundwater Authority

As part of the Water Forum Successor Effort, the Sacramento North Area Groundwater Management Authority (SNAGMA) (now known as the Sacramento Groundwater Authority or SGA) was established. The SGA is a joint powers authority (JPA) whose boundary coincides with the North Basin. The North Basin consists of that portion of Sacramento County north of the American River. The SGA is charged with facilitating conjunctive use programs and maintaining the long-term sustainable yield of the North Area groundwater basin.

According to the Sacramento Groundwater Authority Groundwater Management Plan, the SGA's core management responsibilities are established in its JPA as follows:

1. To maintain the long-term sustainable yield of the North Basin, which was estimated to be 131,000 acre-feet in the Water Forum Agreement (WFA).
2. To manage the use of groundwater in the North Basin and facilitate implementation of an appropriate conjunctive use program by water purveyors.
3. To coordinate efforts among those entities represented on the governing body of the JPA to devise and implement strategies to safeguard groundwater quality.
4. To work collaboratively with other entities, including groundwater management agencies formed in other areas of Sacramento County and adjacent political jurisdictions, to promote coordination of policies and activities throughout the region.

The Sacramento Groundwater Authority Groundwater Management Plan

The Sacramento Groundwater Authority Groundwater Management Plan (GMP) was originally prepared and adopted in 2003 and was most recently updated in December 2014. The GMP relates the SGA's current understanding of the underlying basin based on years of ongoing groundwater management. It also describes efforts to sustainably manage the basin and a plan for the SGA to continue to do so into the future. The GMP serves as a framework for successful implementation of the SGA's core management responsibilities by detailing the activities the SGA has taken and will undertake to manage the North Basin to provide reliable and sustainable groundwater resources.

The goal of the SGA GMP is to manage the North Basin to:

Provide reliable and sustainable groundwater resources for the existing and future needs of the region.

The GMP identifies the following Basin Management Objectives (BMOs) to ensure the above goal is met:

- Maintain groundwater elevations in the SGA area that provide for sustainable use of the groundwater basin.
- Maintain or improve groundwater quality in the SGA area to ensure sustainable use of the groundwater basin.
- Maintain groundwater levels to prevent inelastic land surface subsidence that would damage infrastructure or exacerbate flooding.
- Protect against adverse impacts to surface water or groundwater resulting from interaction between groundwater in the basin and surface water in the American River, the Sacramento River, and other surface water bodies within the SGA area.

Groundwater Management Process

To achieve the goal of the GMP, the SGA has defined a process that starts with a thorough monitoring program (including the monitoring of groundwater elevations, monitoring of groundwater quality, monitoring the potential for inelastic land surface subsidence, and other monitoring to support our understanding of the relationship between surface water and groundwater and other important climate-related parameters), followed by management and analysis of the data collected to see if BMOs are being met. If BMOs are not being met, a series of potential response actions could be identified and implemented. This would be followed by monitoring, which continues the groundwater management process.

It is important to note that the 131,000 acre-feet sustainable yield identified by the WFA is not a capacity threshold. It is not intended to imply that groundwater may continue to be extracted from the North Basin until a rate of 131,000 acre feet per year is reached. This yield is intended to serve as a numerical guide in monitoring and implementing conjunctive use programs. In order to satisfy the BMOs as outlined in the GMP, any additional groundwater pumping in the North Basin must be complemented by conjunctive use efforts that offset additional groundwater extraction.

Rio Linda/Elverta Community Water Master Plan and Water Supply Strategy

The RLECWD Master Plan describes the facilities necessary to serve future growth within the District, including development within the Elverta Specific Plan area. The current Master Plan was drafted in 2014 and includes strategies that are now out of date. A Water Supply Strategy was drafted and approved by the RLECWD in January 2016 to address water supply for the Elverta Specific Plan area. This document is intended to supplement the existing Master Plan, and will eventually be incorporated into an updated Master Plan.

The ESP groundwater demand is estimated at 5,000 acre feet per year (AFY). To accommodate this future growth, the RLECWD will initially continue to serve existing and new customers with groundwater. New groundwater wells will be constructed in or near the Elverta Specific Plan development area, and the ESP distribution system will be connected to the existing RLECWD distribution system to increase system-wide reliability and operational efficiencies.

While expanding upon the existing groundwater system, the RLECWD is also collaborating within the region to enhance conjunctive use strategies. The RLECWD is participating in efforts to develop a new surface water treatment plant on the Sacramento River, currently known as the

RiverArc project. The new treatment plant will increase regional supply reliability, and also afford the RLECWD a potential supplemental supply for conjunctive use within its own service area. Once surface water is made available to the RLECWD, it will be used to supplement the groundwater and assist in the overall health of the regional groundwater management efforts.

The RLECWD completed a rate case study that sets a connection fee to fund supply, storage, and distribution associated with growth. On August 15, 2016, the RLECWD formally adopted a resolution to increase the cost of new water connections within their service area from approximately \$3,000 to approximately \$13,500. Components of this fee increase will fund new infrastructure within the service area to serve new customers, and also contribute to the funding of the future surface water treatment plant to utilize water from the Sacramento River.

DISCUSSION

The intent behind policy PF-8 is to ensure the long-term, sustainable yield of the groundwater basin in the Rio Linda/Elverta community by implementing strategies for water supply that are not solely reliant on groundwater. Rezone Condition No 14/Mitigation Measure WS-1 also established the framework for the SGA to evaluate the impacts of additional pumping on groundwater levels. To satisfy policy PF-8, the Board of Supervisors must make findings pursuant to one of the following options in Policy PF-8 as identified and analyzed separately below:

- (i) *that an agreement between the developer and either the domestic water purveyor servicing the area (the Rio Linda/Elverta Community Water District and/or Citizens Utilities Company [now California American Water Company or Cal-Am]) or the SNAGMA has been executed which (a) assures that arrangements are in place to deliver supplemental water supplies (i.e., surface water, reclaimed water, etc.) within the boundaries of the SNAGMA in quantities sufficient to prevent a long-term net increase in groundwater pumping resulting from the proposed development and (b) assures that funding is made available to either the domestic water purveyor or the SNAGMA for all costs for delivery of such supplemental water supplies;*

There are currently no arrangements to deliver supplemental water supplies to the Elverta Specific Plan area. Furthermore, funding is not currently available for all costs of delivery of supplemental water supplies. At this time, option (i) is not a viable alternative to satisfy the requirements of the policy and is not considered further.

Or

- (ii) *that an appropriate groundwater management program has been adopted by the Sacramento North Area Groundwater Management Authority (SNAGMA) to protect the long-term sustainable yield of the groundwater basin underlying the area for which an entitlement is sought, and that water use resulting from such entitlement is subject to and consistent with such groundwater management program.*

As discussed above, the SGA has adopted the SGA GMP to manage and protect the long-term sustainable yield of the groundwater basin. By implementing the Basin Management Objectives

previously outlined, the process put in place by the GMP allows the SGA to monitor the status of groundwater in the basin and facilitate the execution of conjunctive use projects on a basin-wide approach.

Upon the latest update of the GMP in 2014, the plan took into account future development in the Rio Linda/Elverta community, including buildout of the Elverta Specific Plan development area, and assumed that the Elverta Specific Plan area would be served primarily by the RLECWD. The RLECWD is a signatory and participant of the SGA JPA, and therefore subject to the groundwater management program administered by the SGA.

Staff has concluded that the RLECWD Water Supply Strategy proposes an appropriate plan to serve the immediate demand for water with existing, available groundwater, while pursuing alternative sources to supplement groundwater and protect the long term sustainable yield of the basin. Pursuant to Elverta Specific Plan Rezone Condition No. 14/mitigation measure WS-1:

Prior to the Board making one of the above findings, the proposed supplemental water supply and/or groundwater management measures shall be approved by the SGA as consistent with RLECP Policy PF-8 and with applicable groundwater management criteria for the North Area basin.

On August 11, 2016, the RLECWD's Water Supply Strategy was presented before the SGA Board for a determination as to whether or not the conjunctive use strategy, as outlined by the RLECWD, is consistent with the SGA's groundwater management criteria for the North Area basin. The SGA endorsed the RLECWD's Water Supply Strategy as consistent with the management criteria for the SGA on the basis that the Strategy outlines a plan to continue serving development with readily available water supplies, while pursuing future options for conjunctive use strategies. Specifically, the connection fee increase adopted by the RLECWD provides a funding mechanism to implement future, alternative water sources to serve Elverta Specific Plan development, such as the RiverArc project. If the RiverArc project were to not come to fruition, the funding from the fee increase would be available to fund other potential conjunctive use projects and facilities managed by the SGA.

Conclusion

Based on the evidence above, staff recommends that the Board make the following findings:

1. The Sacramento Groundwater Authority has adopted an appropriate groundwater management program (the SGA GMP) to protect the long-term sustainable yield of the North Area Basin.
2. The proposed water use for the Elverta Specific Plan is to be provided by the Rio Linda Elverta Community Water District, a signatory and participant of the SGA JPA, that is subject to the SGA GMP.
3. The strategy to supply the Elverta Specific development with existing groundwater while utilizing funds from the recently approved connection fee increase to pursue alternative, supplemental water sources, is consistent with the SGA groundwater management program.

By making the above findings, the Board will acknowledge that the proposed RLECWD Water Supply Strategy is consistent with the Rio Linda/Elverta Community Plan policy PF-8 and the Elverta Specific Plan Rezone Condition No. 14/mitigation measure WS-1.

MEASURES/EVALUATION

This consistency finding allows for the consideration to approve entitlement requests for urban development in comprehensively planned areas of the Rio Linda/Elverta community, including those requests within the Elverta Specific Plan area.

FINANCIAL ANALYSIS

No impact.

Respectfully submitted,

APPROVED:
NAVDEEP S. GILL
County Executive

MICHAEL J. PENROSE, Acting Director
Department of Community Development

BY: _____
ROBERT B. LEONARD
Chief Deputy County Executive

Attachments:

ATT 1 – Final Elverta Specific Plan (ESP) Water Supply Plan

ATT 2 – Sacramento Groundwater Authority Groundwater Management Plan



Planning Committee

Agenda Item: 2

Date: May 3, 2019
Subject: Follow Up Discussions with Rob Swartz on Capacity
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Receive a report from the General Manager on a follow up meeting held with Rob Swartz on April 25th.

Current Background and Justification:

Consequent to some of the conclusions and statements made by Mr. Swartz at the April 15th Board meeting, I requested an additional meeting with Mr. Swartz to further explore some of the conclusions he expressed. Of particular interest were Mr. Swartz' summary conclusion on the relationship between conjunctive use and new, permanent capacity to serve new residential development in the context of PF-8 restrictions.

In fundamental terms, the District may be able to achieve a “no net increase in groundwater pumping” result via conjunctive use from the perspective of SGA. The SGA perspective is not necessarily congruent with the perspective of the State Water Resources Control Board, Division of Drinking Water (DDW) in its role in enforcing the District operation. Additionally, to the extent of compliance with PF-8, from the perspective of SGA, the ultimate balance is a very, long term analysis, with a significant number of things having to fall into place AND the execution of agreements with other agencies to purchase those agencies' existing credits accrued by having cumulatively used less groundwater than the base year.

Staff recommendation:

Receive the staff report, review the associated documents provide by Mr. Swartz and provide staff direction as appropriate.

Assumed Hydrologic Sequence		Year	Existing RLECWD System				Elverta Specific Plan Area System				Total System		
			Projected Demand	WAF Target 2,882	Existing Intertie (AFY) 400	Surface Water	Total Annual Credit	New ESP Projected Demand	Surface Water (1)	ESP Deficit	Total Demand	Annual Net Difference	Cumulative Difference (2)
2000	Average	2018	2,506	376		376	-		-	2,506	(2,507)	(2,507)	
2001	Drier	2019	2,547	336		336	-		-	2,547	(336)	(2,843)	
2002	Average	2020	2,587	295		295	500		500	3,087	205	(2,638)	
2003	Wet	2021	2,628	255	400	655	750		750	3,378	96	(2,542)	
2004	Average	2022	2,668	214		214	944		944	3,612	730	(1,812)	
2005	Wet	2023	2,735	147	400	547	1,268	2,600	(1,332)	4,003	(1,879)	(3,691)	
2006	Wet	2024	2,802	80	400	480	1,593	2,600	(1,007)	4,394	(1,488)	(5,178)	
2007	Drier	2025	2,868	14		14	1,917		1,917	4,786	1,904	(3,275)	
2008	Drier	2026	2,935	-		-	2,242		2,242	5,177	2,242	(1,033)	
2009	Average	2027	3,002	-		-	2,566		2,566	5,568	2,566	1,533	
2010	Wet	2028	3,009	-	400	400	2,774	2,600	174	5,783	(226)	1,307	
2011	Wet	2029	3,016	-	400	400	2,982	2,600	382	5,998	(18)	1,288	
2012	Average	2030	3,023	-		-	3,189		3,189	6,212	3,189	4,478	
2013	Drier	2031	3,030	-		-	3,397		3,397	6,427	3,397	7,875	
2014	Drier	2032	3,037	-		-	3,605		3,605	6,642	3,605	11,480	
2015	Driest	2033	3,044	-		-	3,745		3,745	6,789	3,745	15,224	
2016	Wet	2034	3,051	-	400	400	3,884	2,600	1,284	6,935	884	16,109	
2017	Wet	2035	3,058	-	400	400	4,024	2,600	1,424	7,082	1,024	17,132	
2018	Wet	2036	3,065	-	400	400	4,163	2,600	1,563	7,228	1,163	18,296	
2000	Average	2037	3,071	-		-	4,303		4,303	7,374	4,303	22,599	
			57,681		3,200	4,916	47,846	18,200	29,646	105,527	22,599		

RLECWD - Rio Linda/Elverta Community Water District

ESP - Elverta Specific Plan

WAF - Water Accounting Framework

AFY - acre-feet per year

Years when surface water can be supplied from American River sources per Water Forum Agreement.

Data from January 2016 ESP Water Supply Assessment. Assumed linear increases between 5-year estimates.

(1) Assumed new intertie not constructed until 2023.

(2) Year 1 cumulative difference includes carryover from WAF 2017 balance of 2,131 acre-feet.

Sustainability Goal

Agency	Pumping Prior to SGA (ac-ft)	Sustainability Reduction (ac-ft)	Sustainable Target (ac-ft)
Carmichael WD	7,516	870	6,646
City of Sacramento	23,287	2,696	20,591
California American Water	20,351	2,356	17,995
Del Paso Manor WD	1,657	192	1,465
Golden State WC	1,242	144	1,098
Rio Linda/Elverta Community WD	3,259	377	2,882
Sacramento County WA	4,850	562	4,288
Sacramento Suburban WD	39,622	4,587	35,035
Total	101,784	11,784	90,000

JOINT POWERS AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS, THE CITY OF FOLSOM, THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO CREATING THE SACRAMENTO-GROUNDWATER AUTHORITY

This Agreement is made and entered into this 7th day of May, 2002, by and between the City of Citrus Heights, a municipal corporation, the City of Folsom, a municipal corporation, the City of Sacramento, a municipal corporation, and the County of Sacramento, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, each of the parties to this Agreement is a local government entity functioning within the County of Sacramento; and

WHEREAS, pursuant to the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code), two or more public agencies may by agreement jointly exercise any power held in common by the agencies entering into such an agreement; and

WHEREAS, each of the parties hereto has under its police power the authority to regulate groundwater; and

WHEREAS, the parties hereto have each been either directly or indirectly involved in the process commonly referred to as the Sacramento Area Water Forum ("Water Forum"); and

WHEREAS, the Water Forum process has resulted in the development of a Groundwater Management Element, dated August, 1998 ("Groundwater Management Element"), which provides for the formation of a groundwater management authority for the north area of the County of Sacramento pursuant to a joint powers agreement between the City of Citrus Heights, the City of Folsom, the City of Sacramento and the County; and

WHEREAS, a true and correct copy of the Groundwater Management Element is attached hereto and incorporated herein as Exhibit "A"; and

CITY
AGREEMENT NO. 2000-074-A

CITY
AGREEMENT NO. 2000-074-A

WHEREAS, the completion of the Water Forum process and the approval of the final Water Plan by the Water Forum stakeholders has been delayed for reasons unrelated to groundwater management issues; and

WHEREAS, the parties hereto and the Water Forum stakeholders who have been involved in the development of the Groundwater Management Element believe that it is in the public interest to move forward with the development of the institutional framework necessary to implement the Groundwater Management Element within the North Area Basin, rather than suspending those efforts until such time as the Water Forum process is finalized; and

WHEREAS, the formation of the joint powers authority contemplated by this Agreement is not legally dependent upon the finalization of the Water Forum process, but is independently authorized by state law; and

WHEREAS, the parties hereto find that it is to their mutual advantage and benefit to establish such a groundwater management authority pursuant to this Agreement in order to implement the groundwater management policies embodied in the Groundwater Management Element; and

WHEREAS, the parties hereto find and declare that the conservation of groundwater resources within the North Area Basin for agricultural and municipal and industrial uses is in the public interest and for the common benefit of all water users within the County of Sacramento; and

WHEREAS, the overriding purpose of the joint powers authority established pursuant to this Agreement is to maintain the sustainable yield of the North Area Basin as set forth in the Groundwater Management Element; and

WHEREAS, it is the desire of the parties hereto to use the groundwater management powers which they have in common that are necessary and appropriate to further the purposes for which the joint powers authority is being established; and

WHEREAS, the parties hereto are receptive to amending this Agreement in the future to include public agencies outside the County of Sacramento who have a specific and relevant interest in the North Area Basin.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the City of Citrus Heights, the City of Folsom, the City of Sacramento and the County hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Definitions.** As used in this Agreement, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.
 - (a) “Conjunctive use” shall mean the planned management and use of both groundwater and surface water in order to maintain the sustainable yield of the North Area Basin.
 - (b) “North Area Basin” shall mean the groundwater basin underlying the area within the boundaries of the Authority.
 - (c) “Sustainable yield” shall mean the amount of groundwater which can be safely extracted from the North Area Basin on an estimated average annual basis while maintaining groundwater elevations and groundwater quality at acceptable levels as set forth in the Groundwater Management Element. Sustainable yield requires a balance between extraction and basin recharge and is expressed as the number of acre feet of

groundwater per year which can be extracted from the North Area Basin on an average annual basis as set forth in the Groundwater Management Element.

(d) "Water Production," for purposes of determining assessments, fees or charges to support Water Costs of the Authority, means the total amount of groundwater produced within the boundaries of the Authority by each retail provider, by Agricultural Interests, and by Commercial/Industrial Self-Supplied Water Users for use within the boundaries of the Authority or other areas approved by the Board.

3. **Purpose.** This Agreement is being entered into in order to establish a joint powers authority for the following purposes:

- (a) to maintain the long-term sustainable yield of the North Area Basin;
- (b) to manage the use of groundwater in the North Area Basin and facilitate implementation of an appropriate conjunctive use program by water purveyors;
- (c) to coordinate efforts among those entities represented on the governing body of the joint powers authority to devise and implement strategies to safeguard groundwater quality; and
- (d) to work collaboratively with other entities, including groundwater management authorities that may be formed in other areas of the County of Sacramento and adjacent political jurisdictions, to promote coordination of policies and activities throughout the region.

4. **Establishment Of The Authority.** There is hereby established pursuant to the Joint Exercise of Powers Act a joint powers authority which shall be a public entity separate from the parties to this Agreement. The name of such entity shall be the Sacramento Groundwater Authority ("Authority"). The boundaries of the Authority shall be as follows: north of the American River to the Sacramento County line; bounded on the south by the

American River; on the west by the Sacramento River; on the north and east by the Sacramento County line; and including the City of Folsom. A map depicting the boundaries of the Authority is attached hereto and incorporated herein as Exhibit "B".

5. **Membership Of The Governing Board.** The governing body of the Authority shall be a Board of Directors of sixteen (16) members consisting of the following representatives who shall be appointed in the manner set forth in Section 7 of this Agreement:

(a) An elected member of the governing board or designated employee of each of the following public agencies: the City of Folsom, the City of Sacramento and the Sacramento County Water Agency.

(b) An elected member of the governing board of each of the following public agencies: the Carmichael Water District, the Citrus Heights Water District, the Del Paso Manor Water District, the Fair Oaks Water District, the Rio Linda/Elverta Community Water District, the Sacramento Suburban Water District, and the San Juan Water District.

(c) A member of the board of directors, or designee thereof, of each of the following private water purveyors or investor owned utilities: the Arden Cordova Water Company, California-American Water Company, the Natomas Central Mutual Water Company and the Orange Vale Water Company.

(d) One representative of Agricultural Interests within the boundaries of the Authority.

(e) One representative of Commercial/Industrial Self-Supplied Water Users within the boundaries of the Authority.

6. **Adjustment To Composition Of Governing Board.** Should circumstances change in the future, any person or entity may petition the parties hereto to amend this Agreement so as to add or delete representatives to the governing board to accurately reflect groundwater production within the boundaries of the Authority.

7. **Appointment Of Members Of Governing Board.**

(a) The members of the governing board of the Authority shall be appointed as follows:

- (i) The City of Folsom representative shall be appointed by the Folsom City Council.
- (ii) The Agricultural Interests representative shall be appointed by the County Board of Supervisors.
- (iii) The representative of Commercial/Industrial Self-Supplied Water Users shall be appointed by the Sacramento City Council.
- (iv) The Citrus Heights City Council shall appoint the representative of the Citrus Heights Water District.
- (v) The Sacramento City Council shall appoint the representatives of the following entities: Arden Cordova Water Company, California-American Water Company, the City of Sacramento, Del Paso Manor Water District, the Natomas Central Mutual Water Company, and Sacramento Suburban Water District.
- (vi) The County Board of Supervisors shall appoint the representatives of the following entities: Carmichael Water District, Fair Oaks Water District, Orange Vale Water Company, Rio Linda/Elverta Community Water District, San Juan Water District and the Sacramento County Water Agency.

(b) Prior to the appointment of the representatives of the entities described in subsections (a)(v) and (vi) above, those entities shall submit a recommended appointment for their respective representatives to the appointing authority. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment set forth in Section 5 hereof.

8. **Governing Board Voting Requirements.**

(a) Each member of the governing board of the Authority shall have one vote. With the exception of fiscal items as set forth in subsections (b) and (c) below, a majority vote of all members of the governing board is required to approve any item.

(b) Fiscal items related to the **Administrative Costs** of the Authority shall require approval by a double majority consisting of the following: a majority vote of all members of the governing board and a majority vote weighted according to the financial contribution of each Retail Provider, of Agricultural Interests, or of Commercial/Industrial Self-Supplied Water Users to the total administrative budget for the last complete fiscal year. The weighted vote of each member of the governing board shall be established and fixed annually at the time the Financing Plan for the administrative budget is adopted, and shall remain in effect throughout the succeeding fiscal year and shall apply to all votes on fiscal items related to the Administrative Costs of the Authority.

(c) Fiscal items related to **Water Costs** shall require approval by a double majority consisting of the following: a majority of all members of the governing board and a majority vote weighted on the basis of Water Production as defined in Section 2(d) hereof.

(d) For purposes of subsection (c) hereof, the weighted vote of the representative of Agricultural Interests and the Commercial/Industrial Self-Supplied Water Users representative shall be weighted on the basis of groundwater production by all such interests and users within the boundaries of the Authority, adjusted to reflect any differential rate which may be paid by a particular classification of water users; e.g., if each acre-foot of water pumped equals one vote and Agricultural Interests pump 100,000

acre feet, but pay only 20% of the per acre-foot assessment, fee or charge levied on other types of pumpers, the vote of the Agricultural Interests representative would be calculated at 20,000 votes.

(e) Water Production, as defined in Section 2(d) hereof, shall be based on an annual determination by the governing body of the Authority during the previous calendar year. Until such time as the governing board of the Authority makes its annual determination of Water Production, the last complete yearly calculation shall be controlling for purposes of the double majority requirement set forth in subsection (c) above.

9. **Quorum.** A majority of the members of the governing board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

10. **Terms Of Office.** With the exception of the initial term of the representatives appointed by the City of Folsom and the City of Sacramento, the term of office of each member of the governing board the Authority shall be for a period of four (4) years. For the purpose of providing staggered terms of office, the term of the initial representatives appointed by the City of Folsom and the City of Sacramento shall be for a period of two (2) years. Thereafter, the term of office of each representative appointed by the City of Folsom and the City of Sacramento shall be for a period of four (4) years. Each member of the governing board shall serve at the pleasure of the appointing body and may be removed as a member of the governing board by the appointing body at any time. If at any time a vacancy occurs on the governing board, a replacement shall be appointed to fill the unexpired term of the previous representative pursuant to the provisions of Section 7 hereof within ninety (90) days of the date that such position becomes vacant.

11. **Alternates.** The City of Citrus Heights, the City of Folsom, the City of Sacramento and the County, in addition to their regular appointments, shall appoint one or more persons with the required qualifications to serve as alternate members of the governing board of the Authority. Any such alternates shall be empowered to cast votes in the absence of the regular members or, in the event of a conflict of interest preventing the regular member from voting, to vote because of such a conflict of interest.

12. **Organization Of The Authority.** The governing board of the Authority shall elect a chair, a vice chair and such other officers as the governing board shall find appropriate. Such officers shall serve for a term of one (1) year unless sooner terminated at the pleasure of the governing board.

13. **Treasurer, Controller, Clerk and Legal Counsel.** The governing board of the Authority shall appoint a treasurer, controller, clerk and legal counsel as it deems appropriate. The controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with Government Code Section 6505. The treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority from whatever source. The controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority or by its authorized representative pursuant to any delegation of authority adopted by the Authority. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

14. **Executive Director.** The governing board of the Authority shall appoint an Executive Director who shall be responsible to the governing board for the proper and efficient administration of the Authority as directed by the governing board pursuant to the provisions of

this Agreement or of any ordinance, resolution or order of the governing board. In addition to any other duties which may be assigned, the Executive Director shall have the following authority:

- (a) under the policy direction of the governing board, to plan, organize and direct all Authority activities;
- (b) to authorize expenditures within the designations and limitations of the budget approved by the governing board;
- (c) to make recommendations to and requests of the governing board concerning any matter which is to be performed, done or carried out by the governing board;
- (d) to have the authority to appoint, discipline, assign and otherwise supervise and control the activities of any employees or contractors which may be hired or retained by the Authority; and
- (e) to have charge of, handle and have access to any property of the Authority.

15. **Meetings.** The Authority shall provide for regular and special meetings in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision.

16. **Powers and Functions.**

- (a) The Authority shall have no power to regulate land use or to engage in the retail sale of water and shall be prohibited from restricting or otherwise limiting the extraction of groundwater within the boundaries of the Authority except by means of economic incentives and disincentives. The Authority shall further be prohibited from funding any capital construction projects. In addition, prior to October 13, 2003, the Authority shall be prohibited from levying annual fees or assessments to fund Water Cost payments that exceed an annual average charge during such five (5) year period of \$5.00 for each acre

foot (minimum \$0.00-maximum \$10.00) of groundwater pumped from the North Area Basin during such five (5) year period. Further, during any individual year of such five (5) year period, the Authority shall be prohibited from levying annual fees or assessments to fund Water Cost payments that exceed a charge of \$10.00 for each acre foot of groundwater pumped from the North Area Basin during any such year. For purposes of this section, Water Costs shall include the cost of water, pumping and treatment costs, and other costs related to any Conjunctive Use program administered by the Authority.

(b) Subject to the limitations set forth in subsection (a), the Authority shall have any and all powers commonly held by the parties hereto necessary or appropriate to regulate groundwater within the boundaries of the Authority including, but not limited to, the following powers:

- (i) Collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the North Area Basin;
- (ii) Establish and administer a Conjunctive Use program for the purpose of maintaining Sustainable yields in the North Area Basin consistent with the Groundwater Management Element;
- (iii) Buy and sell water on other than a retail basis;
- (iv) Exchange water;
- (v) Distribute water in exchange for ceasing or reducing groundwater extractions;
- (vi) Spread, sink and inject water into the North Area Basin;
- (vii) Store, transport, recapture, recycle, purify, treat or otherwise manage and control water for the beneficial use of persons and property within the Authority;

(viii) To implement any Conjunctive Use program which the Authority deems necessary to maintain Sustainable yields in the North Area Basin consistent with the Groundwater Management Element; and

(ix) Study and plan ways and means to implement any or all of the foregoing powers.

(c) For purposes of exercising the authority set forth in subsection (b), and subject to the limitations set forth in subsection (a), the Authority shall have the following corporate and political powers:

(i) To sue and be sued in all actions and proceedings in all courts and tribunals.

(ii) To adopt a seal and alter it at its discretion.

(iii) To take by grant, purchase, gift, devise or lease, to hold, use and enjoy, and to lease, convey or dispose of, real and personal property of every kind, within or without the boundaries of the Authority, necessary or convenient to the full exercise of its power.

(iv) For the common benefit of the Authority, to store water in underground water basins or reservoirs within and outside the Authority, to appropriate water and acquire water rights within or outside the Authority, to import water into the Authority, and to conserve, or cause the conservation of, water within or outside the Authority.

(v) To exercise the right of eminent domain to take any property necessary to supply the Authority or any portion of it with replenishment water; provided that the right of eminent domain may not be exercised with respect to water and water rights, and may not be exercised with respect to any property owned or occupied

by any of the parties hereto or the entities represented on the governing board of the Authority.

(vi) To act jointly, or cooperate, with the United States or any agency thereof, the state, or any county or agency thereof, or any political subdivision or district therein, including flood control districts, private and public corporations, and any person, so that the powers of the Authority may be fully and economically exercised.

(vii) To cause taxes, assessments, fees or charges to be levied in accordance with applicable State law, and in a manner consistent with the Groundwater Management Element, to accomplish the purposes of the Authority.

(viii) To require the permitting of groundwater extraction facilities within the boundaries of the Authority, to maintain a record of extraction with respect to any such facilities, and to require the installation of meters on groundwater extraction facilities for the purpose of determining the amount of groundwater being extracted from the North Area Basin.

(ix) To make contracts, employ labor and to do all acts necessary for the full exercise of the Authority's powers.

(x) To carry on technical and other investigations of all kinds necessary to further the purposes of the Authority.

(xi) To fix rates at which water acquired by the Authority shall be sold for replenishment purposes, and to establish different rates for different classes of service or conditions of service, provided that the rates shall be uniform for like classes and conditions of service.

(xii) To participate in any contract under which producers may voluntarily agree to use surface water in lieu of groundwater, and to that end the Authority may become a party to the contract and pay from Authority funds that portion of the cost of the surface water as will encourage the purchase and use of that water in lieu of pumping so long as persons or property within the boundaries of the Authority are directly or indirectly benefitted by the resulting replenishment of the North Area Basin.

(xiii) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States, the State of California, or other public or private entity necessary or appropriate for the Authority's full exercise of its powers.

17. **Budgets.** Within ninety days after the first meeting of the governing board of the Authority, and thereafter prior to the commencement of each fiscal year (defined as July 1 through June 30), the governing board shall adopt a budget for the Authority for the ensuing fiscal year.

18. **Termination.** This Agreement shall remain in effect until terminated by one of the parties hereto pursuant to this section. This Agreement may be terminated by any of the parties hereto at any time and for any reason by providing ninety (90) days written notice of termination to the other parties. Except as provided in Section 19(b) hereof, the Authority shall automatically terminate upon the effective date of the termination of this Agreement.

19. **Disposition Of Authority Assets Upon Termination.**

(a) In the event of the termination of the Authority where there will be a successor public entity which will carry on the functions of the Authority and assume its assets, the assets of the Authority shall be transferred to the successor public entity.

(b) If there is no successor public entity which will carry on the functions of the Authority and assume its assets, the assets shall be returned to the parties hereto in proportion to the contribution of each party during the term of this Agreement.

(c) If there is a successor public entity which will carry on some of the functions of the Authority and assume some of its assets, the assets of the Authority shall be allocated by the governing board of the Authority between the successor public entity and the parties hereto.

20. **Liabilities.** The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the parties to this Agreement.

21. **Rules.** The governing board of the Authority may adopt from time to time such rules and regulations for the conduct of its affairs as it deems necessary and appropriate.

22. **Minutes.** The clerk appointed by the governing board of the Authority shall cause to be kept minutes of all meetings of the governing board, and shall cause a copy of the minutes to be forwarded to each member of the governing board and to each of the parties hereto.

23. **Effective Date.** The Authority was created on October 13, 1998. This Agreement, which replaces and supercedes all prior Agreements and Amendments to the Joint Powers Agreement creating the Authority, shall become effective when the governing bodies of all the parties shall have authorized its execution.

24. **Amendments.** This Agreement may only be amended by the affirmative vote of the governing bodies of all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first

written above.

CITY OF CITRUS HEIGHTS

Dated: 6/26/02

By Roberta MacGlaska
Mayor

Attest:

Approved As To Form:

[Signature]
City Clerk

[Signature]
City Attorney

CITY OF FOLSOM

Dated: 8.18.02

By [Signature]
Mayor

Attest:

Approved As To Form:

[Signature]
City Clerk

[Signature]
City Attorney
8/16/02

CITY OF SACRAMENTO

Dated: 6-18-02

By Heather Fargo
Mayor

Attest:

Approved As To Form:

Marie A. Burrows
City Clerk

Joe John
City Attorney

COUNTY OF SACRAMENTO

By Don Nettoli

Approved As To Form:

MAY 07 2002
Chairperson, Board of Supervisors
Attest
Cathy A. Turner
Clerk of the Board

John F. Whit
County Counsel

CITY AGREEMENT NO. 2000-074-A

05-07-2002 SGA Revised JPA

CITY AGREEMENT NO. 2000-074-A



Planning Committee

Agenda Item: 3

Date: May 3, 2019

Subject: Continued Refinements to Capital Improvement Plan Projects

Staff Contact: Mike Vasquez, Contract District Engineer

Recommended Committee Action:

Receive a report from the District Engineer on our ongoing efforts to update and revise the list of active projects in the Capital Improvement Plan.

Current Background and Justification:

The Board received a report from the District Engineer on the Planning Committee's progress toward revising and updating the active projects in the District's Capital Improvement Plan. Although the revised plan/projects list is not nearly ready for Board consideration, the Board update was needed to alleviate concerns and/or perceptions of serial meeting discussions where the Finance Committee and the Planning Committee have interest in discussing the projects.

The Board had a few questions the District Engineer was not immediately prepared to address at the April 15th meeting.

Staff recommendation:

Receive the staff report, review the associated documents provided by the District Engineer (included in your Committee packets), and provide staff direction as appropriate.

Rio Linda / Elverta Community Water District								
Capital Improvement Project List								
4/29/2019								
Budget FY(s)	Project Name	Budget Amount	Funding Source	Project Description (per budget documents)	Last Transaction Date	Amount Paid to Date	Status	Priority (Rankings to be discussed per Planning Committee discussion)
2016-17 2017-18	El Dorado County Water & Power Supply MOU	\$275,000.00	District	This budget item is a carryover project from previous capital budget. The cost was approved by the Board of Directors as part of a signed Memorandum of Understanding (MOU) between El Dorado Water and Power Authority (EDWAPA) and the District. The purpose of the MOU is for the District and EDWAPA to work together to put EDWAPA's surface water right to use by the District until EDWAPA has a need for them. The project is being administrated by EDWAPA.	9/27/2017	\$39,441.63	Active.	
2016-17 2017-18	River Arc Participation	\$115,000.00	District	The River Arc Project consists of six local water purveyors (Rio Linda / Elverta Community Water District, City of Sacramento, Sacramento County Water Agency, California American Water Company, Placer County Water Agency, and City of Roseville) that are working together to construct a surface water treatment plant that treats Sacramento River water and delivers treated water to the region. The District is participating in this project to bring supplemental surface water into the District to supply the current and future customers with a combination of ground and surface water. This is a long range project that is planned to be built within the next 10 to 20 years.	7/21/2017	\$125,011.22	Suspended, but can opt back in.	
2014-15	L Street - Well 12 Replacement (Design Only)	\$50,000.00	District	This budget item is for the plans and specifications to replace Well 12 with a new well that is more efficient and has an expected capacity of 1,500 gpm. The replacement well will be called Well 12A.	5/6/2015	\$6,542.00	On hold pending funding availability. Currently pumping 325 gpm into the reservoir.	
2015-16	District Office Design and Permitting	\$30,000.00	District	This budget item is to complete plans and specifications for a new District Office that was planned to be built in the 2016/17 capital budget year. The existing office is not large enough for District operations and would require extensive upgrades to meet current code requirements.	12/1/2015	\$4,870.00	Two Rivers Architects: Preliminary Architect for District Office Building. On hold pending funding availability.	
2015-16	Install 100 feet of 8" DIP in Paladin Way	\$20,000.00	District	This budget item will close a loop in Paladin Way eliminating two dead ends and providing better water quality and circulation to customers on this water line.	9/15/2015	\$2,120.00	On hold pending funding availability.	
2018-19	Well 10 Hexavalent Chromium (Cr6) Treatment	\$40,000.00	Bank One Loan.	This budget item is for the cost to upgrade Well 10 with Cr6 treatment. Well 10 produces approximately 800 gpm.	N/A	\$0.00	On hold pending the construction of Well 16 and State Water Board Cr6 MCL determination.	
2018-19 2019-20	Well 16 Equipping Design	\$250,000.00	Proposition 84 Grant Funding and Opus Bank Loan.	The budget item is for the design of Well 16 detailed as follows: Design by a consultant of the above grade improvements including pump and motor, piping, site work (pavement, walls and fencing), back up generator, building, electrical, SCADA, and other appurtenances. Includes bidding support and District Engineer review. The project is expected be designed by August 31, 2019, and awarded to a contractor by December 31, 2019	N/A	\$0.00	Design in progress.	
2019-20 2020-21	Well 16 Construction	\$3,000,000.00	Proposition 84 Grant Funding and Opus Bank Loan.	The budget item is for the construction of Well 16 detailed as follows: Construction of the above grade improvements including pump and motor, piping, site work (pavement, walls and fencing), back up generator, building, electrical, SCADA, and other appurtenances. Includes construction management, inspection, and labor compliance. The project is expected to be constructed by December 31, 2020.	N/A	\$0.00	Will be bid for construction in Quarter 3 of 2019.	
2018-19	Well 17 – Monitoring Well Destruction	\$25,000.00	District	The budget item is for the destruction of the Well 17 monitoring well that yielded unsuitable groundwater. This project is planned to be completed by December 31, 2019.	N/A	\$0.00	95% complete on 4/25/2019. Cleanup work remains.	



Planning Committee

Agenda Item: 4

Date: May 3, 2019
Subject: Method of Filling Board Member Vacancies
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

I recommend the Planning Committee forward an item onto the May 20th Board agenda to consider filling Board Member vacancies via the appointment method, i.e. no special election.

Current Background and Justification:

The Board received an oral report from Director Dills regarding his plan and schedule for submitting his resignation. Additionally, I have received a phone call from Director Paul Green conveying his intent to submit a letter of resignation with an effective date of May 19th.

The relatively short span of time before these two seats and Director Jason Green's seat will be up for election (Nov 2020), coupled with the high cost to ratepayers for a special election method of filling the vacancies, motivates my recommendation to fill these vacancies via the appointment method.

Although Director Dills' effective date is not yet established, it would be more efficient in time, notice costs and other intangibles to consolidate the selection process of two Board Member appointments.

Staff recommendation:

Forward an item onto the May 20th Board agenda to consider filling the anticipated vacancies via the appointment method, and further direct staff to commence all requisite notices and filings.



Planning Committee

Agenda Item: 5

Date: May 3, 2019

Subject: Withdrawal from RWA Project Agreement, Regional Water Efficiency Drought Measures Project

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

I recommend the Planning Committee forward an item onto the May 20th Board agenda to authorizing a notice to RWA of the District withdrawal from the Regional Water Efficiency Drought Measures Project Agreement.

Current Background and Justification:

In September 2015, at the peak of the recent drought emergency, the RLECWD Board authorized participation of the RWA Regional Water Efficiency Project Agreement. At the time, the benefits of District participation included a means for compliance with the California Urban Water Conservation Council MOU. The MOU has since been terminated and the value to the District has been correspondingly reduced.

The current configuration of the District as an exclusively groundwater agency makes the Districts ability to justify the annual cost for project participation more challenging than other water agencies with surface water contracts, wherein it is typical to have multiple contracts with escalating costs in dry years. Additionally, as has been discussed in other contexts, the state is moving away from the carrot method of motivating conservation (e.g. grants and low interest loan eligibility) to the stick form of motivation (e.g. SB 606 fines for failing to meet minimum water efficiency objectives).

The annual District cost (cost share of participation) in this project is over \$5,000. The method of withdrawal and terms therefor are included in section

10 (bottom of Page 3) of the subject agreement). The first step is to provide a 90-day notice.

Staff recommendation:

Forward an item onto the May 20th Board agenda to consider authorizing the 90-day notice associated with withdrawing from the RWA Regional Water Efficiency Drought Measures Project.

**REGIONAL WATER AUTHORITY
PROJECT AGREEMENT**

REGIONAL WATER EFFICIENCY DROUGHT MEASURES PROJECT

This Agreement is made and entered into as of the ___ day of _____, 2015, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in **Exhibit 1** to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a project and share in the costs and benefits

of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. The RWA Regional Water Efficiency Program ("RWEF") is an integral part to achieving RWA's mission and provides a valuable service to RWA and RWEF members.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Project. A key element of the RWA RWEF is to support the water conservation programs of the 20 member agencies. As signatories of the Water Forum Agreement (www.waterforum.org), members participating in the RWEF have committed to implementing a number of Best Management Practices for urban water conservation. In addition, 14 RWA members also have committed to the Memorandum of Understanding Regarding Urban Water Conservation as supported by the California Urban Water Conservation Council (www.cuwcc.org) with similar BMPs.

The Regional Water Efficiency Drought Measures Project ("Project") will accelerate the water conservation goals and programs of the Participants. The primary goal of the Project is to utilize \$773,750 in funding awarded to the RWEF through the California Department of Water Resources' ("DWR") Proposition 84 Drought Grant to improve the reliability of water supply systems in the state. To work towards accomplishing this goal, the RWEF identified landscape irrigation efficiencies incentives such as rebates to replace lawns with low-water use plants, irrigation system upgrades and the purchase and installation of weather-based "smart" irrigation controllers as one effective strategy. Participants will conduct water use surveys and provide customers with landscape equipment upgrade recommendations and incentive funding with the goal of increasing onsite irrigation water efficiency. Project Participants are listed in **Exhibit 1**.

Exhibit 2 outlines DWR contractual obligations that all Participants must adhere to if they are to receive any funding for this Project. Grant reimbursable expenses are for the period beginning January 17, 2014 and ending June 30, 2018 per the funding agreement with DWR. A description of the grant project statement of work including reimbursement procedures is included as **Exhibit 3**. Project Participants agree to submit information associated with fulfilling the statement of work in a timely fashion to allow RWA to meet reporting requirements. Additionally all project Participants will calculate and report water savings based on a standard methodology developed by the RWEF project manager.

4. Sharing in Project Costs and Benefits. Subject to the provisions of Articles 8 and 10 of this Agreement, it is anticipated that up to 12 RWA members, contracting agencies and other local agencies will participate in the Project as listed in **Exhibit 1**. Non-RWA members may participate in the Project, but may be subject to a 20% surcharge for any fees collected for the

Project. Agencies that are both non-RWA members and non-RWEP members may be subject to a total 40% surcharge. Surcharges collected are to be designated to the RWA Operating Fund. Each Participant will pay an apportioned share for the project costs, based on their relative estimated benefit received from the grant program, for any fees that need to be collected for the Project.

Exhibit 4 provides an estimate of the benefit for each of the Participants. Note that the grant provides a total of \$773,750 for the Project. **Exhibit 4** serves to identify the grant-reimbursable funds requested by the Participant that have been reserved for its use, unless it requests to release these funds due to non-use. The remaining funds that have not been released as outlined in **Exhibit 4** will be available to Participants on a first-come, first-served basis. Finally, Participants not currently identified in **Exhibit 1** or **Exhibit 4** may be added to this Agreement following its execution subject to availability of funds and approval of the RWA RWEP Program Manager.

In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

6. Role of RWA. The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, and (c) administer the grant on behalf of RWA and the Participants consistent with the provisions of this Agreement.

7. RWA Project Management Fee. The management fee to administer the Project has an estimated budget of \$7,040, which is funded in part by the Proposition 84 Drought grant. RWA does not anticipate the need to collect project management fees from Participants for this project. Project management activities include development of project agreements, project guidance, project meetings, quarterly reporting, preparation and submittal of final project reports and ten annual post-project reports as required by the DWR funding agreement. Project management expenses may be incurred by a combination of RWA staff and consulting support as determined by RWA.

8. Authorization to Proceed with the Project. Upon execution of this Agreement, each Participant will be authorized to conduct water use surveys and administer associated incentives up to the amount defined in **Exhibit 4** for each respective Participant.

9. Term. This Agreement will remain in effect for so long as any obligations under this Agreement remain outstanding.

10. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal.

11. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

12. General Provisions. The provisions of Articles 37 through 41, inclusive, of the RWA JPA, and the provisions of Article 10 (“General Provisions”) of any Participation Agreement entered into between RWA and a Participant, will apply to this Agreement.

The foregoing Regional Water Efficiency Drought Measures Project Agreement is hereby consented to and authorized by RWA and the Participants.

Dated: _____, 2015

Dated: _____, 2015

Signature

Signature

Name

Name

Regional Water Authority

Provider



Planning Committee

Agenda Item: 6

Date: May 3, 2019
Subject: General Status Report from the District Engineer
Staff Contact: Mike Vasquez, Contract District Engineer

Recommended Committee Action:

Receive a status report on specific focus items currently being addressed by the District Engineer.

Current Background and Justification:

Subjects anticipated for discussion include:

- Well 16 Groundwater Pumping Station
 - Basis of Design Report
 - Irrevocable Offer of Dedication
- Proposition 84 DWR \$505K Grant Agreement (Well 16 and Well 10)
- American River Basin IRWMP Planning Forum (RWA)
- Capital Improvement Project List (Planning Committee Agenda Item: 3)
- District's "Front End Specifications"

Staff recommendation:

I recommend the Planning Committee receive the status report from the District Engineer. Then, if necessary and appropriate, forward an item(s) onto the May 20, 2019 Board of Directors Meeting agenda with recommendations as necessary.



Planning Committee

Agenda Item: 7

Date: May 3, 2019
Subject: Correct Error on COLA Provided to the GM on 12-1-2018
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

I recommend the Planning Committee forward an item onto the May 20th Board agenda to authorize correcting the error in applying the Cost of Living Adjustment (COLA) for the General Manager on 12/1/2018.

Current Background and Justification:

Review of documents associated with COLA and similar adjustments in other contracts (MOU, Legal Counsel engagement) has resulted in tangible evaluation of the extent of compliance / non-compliance with stated, specific methodologies. For example: some contracts stipulate a specific date and provide reference to the Consumer Price Index (CPI). Other contracts/documents provide additional specifications, e.g. CPI published by the Bureau of Labor Statistics, for all Western Cities.

The General Manager's Employment Agreement stipulates the annual adjustment is based on CPI published by Bureau of Labor Statistics, for all Western Cities, and further restricts the adjustment, not to exceed 3.0%. The stipulated CPI was 3.5% for Oct 2018, so the appropriate adjustment was 3.0% (not to exceed criteria). Unfortunately, the adjustment performed by the payroll administrator was 2.5%.

The cumulative amount of underpayment from December 1, 2018 to May 1, 2019 is \$ 225.31 (\$45.06 per month for five months).

Technically, no board action is required to comply with an agreement the Board already approved, in open session, at their 10/15/2018 meeting. An abundance of caution and the spirit of transparency motivate my recommended Board actions.

Staff recommendation:

Forward an item onto the May 20th Board agenda to authorize a one-time payment of \$225.31 to the General Manager. The one-time payment will correct the underpayments to the GM for December, January, February, March, and April. The payroll administrator has already been requested to pay the correct salary, in accordance with the current GM Employment Agreement, for all pay period May 1, 2019.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2018

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
Oct 2017	Sep 2018	Oct 2018	Sep 2018	Oct 2018	Oct 2018	Oct 2017	Sep 2018	Oct 2018	Sep 2018	Oct 2018	Oct 2018	
U. S. City Average.....	246.663	252.439	252.885	2.3	2.5	0.2	240.573	246.565	247.038	2.3	2.7	0.2
(1967=100).....	738.893	756.194	757.532	-	-	-	716.594	734.441	735.850	-	-	-
Los Angeles-Long Beach-Anaheim.....	258.883	268.032	269.482	3.9	4.1	0.5	249.234	258.246	259.899	3.9	4.3	0.6
(1967=100).....	764.857	791.885	796.171	-	-	-	736.564	763.196	768.080	-	-	-
West	257.223	265.105	266.195	3.4	3.5	0.4	248.883	256.950	258.149	3.5	3.7	0.5
(Dec. 1977 = 100)	415.786	428.528	430.289	-	-	-	400.439	413.418	415.348	-	-	-
West - A*.....	264.552	273.414	274.630	3.7	3.8	0.4	254.073	263.373	264.795	3.9	4.2	0.5
(Dec. 1977 = 100)	431.389	445.840	447.822	-	-	-	411.295	426.349	428.651	-	-	-
West - B/C**(Dec. 1996=100).....	150.336	154.158	154.729	2.8	2.9	0.4	150.115	153.998	154.611	2.8	3.0	0.4

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
Oct 2017	Aug 2018	Oct 2018	Aug 2018	Oct 2018	Oct 2018	Oct 2017	Aug 2018	Oct 2018	Aug 2018	Oct 2018	Oct 2018	
San Francisco-Oakland-Hayward.....	277.570	287.664	289.673	4.3	4.4	0.7	271.272	281.536	283.183	4.3	4.4	0.6
(1967=100).....	853.328	884.358	890.535	-	-	-	826.046	857.300	862.317	-	-	-
Seattle-Tacoma-Bellevue.....	264.653	271.625	272.805	3.1	3.1	0.4	261.218	267.757	269.719	3.2	3.3	0.7
(1967=100).....	806.766	828.019	831.614	-	-	-	774.772	794.166	799.985	-	-	-

* A = greater than 2,500,000 population

** B/C = 2,500,000 population or less

Dash (-) = Not Available.

Release date Nov. 14, 2018. The next monthly releases are scheduled for Dec. 12, 2018. The next bi-monthly releases are scheduled for Jan. 11, 2019.

Due to the 2018 geographic revision, Anchorage, Honolulu, Phoenix, and San Diego area index numbers are now published bi-monthly. Semi-annual averages can be accessed online at www.bls.gov/cpi/data.htm. The Portland CPI has been discontinued. Additional information on the geographic revision is available at www.bls.gov/regions/west/factsheet/2018cpigeorevision.htm. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 625-2270.

Excerpt of Section 3.1 in the Current GM Employment Agreement

Employee's services under this Agreement. An annual COLA will be automatically applied on December 1st each year, equal to the Consumer Price Index of Western Cities published by the Bureau of Labor Statistics with implicit price deflator as published by Bureau of Economic Analysis and not to exceed 3% in any one year. In addition, an annual performance evaluation will be completed, and a merit increase may be awarded by the Board of Directors.