

# SLOUGHHOUSE

## Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

### Regular Meeting of the Board Sloughhouse Resource Conservation District Agenda

When: Wednesday, November 9, 2022  
Where: Operating Engineers Training Center <<Note Location Change>>  
14738 Cantova Way  
Rancho Murieta, CA 95683

or

Via Zoom: <https://us02web.zoom.us/j/82698644255>  
Meeting ID: 826 9864 4255  
Call in Number: +1-669-444-9171

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](mailto:info@SloughhouseRCD.org)] or telephone [916-526-5447] to discuss your accessibility needs.

#### **OPENING:**

1. Call to Order

#### **PUBLIC COMMENT FROM THE FLOOR (Non-Agenda Items) (15 minutes)**

#### **CONSENT CALENDAR: (5 minutes)**

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 – November 9, 2022
- b. Minutes – October 12, 2022
- c. Financial Report – November 2022
- d. Resolution 2022.11.09.01 – AB 361 Compliance, Teleconference

**REPORTS:** (20 minutes)

- a. Staff Report (Miller/Friedman)
- b. NRCS Report
- c. County Ag Commissioners Report
- d. Board Report

**BUSINESS ACTION ITEMS:**

1. California Fire Safe Council Grant (15 minutes)
2. CARCD Conference (15 minutes)
3. South American Subbasin Groundwater Sustainability Planning (30 minutes)
  - a. MOU for GSP Implementation
  - b. DWR SGM Grant Program
  - c. Delta Conveyance Project
4. Cosumnes Groundwater Authority (40 minutes)
  - a. DWR SGM Grant Program
  - b. Water Forum Involvement
5. SRCD/GSA Operational Policies (20 minutes)
6. GSP Consistency Review for Submitted Well Permit (20 minutes)

**IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS**

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

**ADJOURNMENT**



# SLOUGHHOUSE

## Resource Conservation District

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8698 Elk Grove Blvd. Ste. 1-207, Elk Grove, CA 95624  
916.526.5447 - info@SloughhouseRCD.org

### Meeting of the Board - MINUTES Sloughhouse Resource Conservation District

When: Wednesday, October 12<sup>th</sup>, 2022  
Where: Rancho Murieta Community Service District Office  
Time: 12:30pm – 3:30pm

Board Members: Barbara Washburn, Herb Garms, Gary Silva Jr., Lindsey Carter, Jay Schneider  
Associate Directors: Pedro Aratanha, Teresa Flewellyn  
Staff: Austin Miller, Brittany Friedman

#### OPENING

*Garms called the meeting to order 12:33pm.*

#### PUBLIC COMMENT

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

#### CONSENT CALENDAR

- a) Agenda – October 12, 2022
- b) Minutes – September 14, 2022
- c) Financial Report – October 2022
- d) Resolution 2022.10.12.01 – AB 361 Compliance, Teleconference

*Director Silva moved to approve the consent calendar items.*

*Director Carter seconded the motion.*

*The motion passed with all in favor.*

#### REPORTS

##### a) Staff Report

Staff provided a report on administrative work being done, the 12-hour grant writing workshop Friedman attended, the addition of SRCD boundary maps to the website and the use of QuickBooks as a new financial management tool.

##### b) NRCS Report

Brook Fuller, Conservationist Director, joined and spoke on FY23 program, redistribution of funds to hopefully put on the ground this year and working on a report to break down program years. She suggests having SRCD hold a local workgroup meeting to get further community input.

Drafted:  
10/13/22

- c) County Ag Commissioners Report  
Board Director Carter will attend Ag conference next week with Ag deputies and will follow up with SRCD staff with any updates.
- d) Board Report  
None.

## **BUSINESS ACTION ITEMS**

1. Authorize of Financial Auditing Services for FY 22 and FY 21  
*Director Carter moved to adopt the authorization of financial auditing services.*  
*Director Silva seconded the motion.*  
*The motion passed with all in favor.*
2. CARCD Conference (in Folsom) and Annual Business Meeting  
The Board discussed the tour SRCD will be giving at the conference and the deadline they must submit a selected delegate for the Annual Business Meeting.
3. SRCD GSA Operational Policies and Procedures Readiness Plan Update
  - a. Annual Policy  
*Director Washburn moved to adopt the Annual Policy.*  
*Director Carter seconded the motion.*  
*The motion passed with all in favor.*
  - b. Reserve Policy  
*Director Silva moved to adopt the Reserve Policy*  
*Director Carter seconded the motion.*  
*The motion passed with all in favor.*
  - c. Reimbursement Policy  
*Director Washburn moved to adopt the Reserve Policy.*  
*Director Carter seconded the motion.*  
*The motion passed with all in favor.*
  - d. Public Records Act Requests Policy  
Discussion item
  - e. Brown Act Compliance Policy  
Discussion item
4. Groundwater Sustainability  
The Board discussed the upcoming fee study workshop as well as the next CGA Board meeting. The Board also discussed the solicitation of the upcoming DWR Grant and the main components of the proposed Cosumnes projects.



5. Upcoming Grant Opportunities

The Board discussed the CDFA Conservation Ag Planning Grant and how we could best use the funds awarded from the grant if we were approved. The Board also discussed the CA Fire Safe Council Capacity Building Grant and how we can partner with the Rancho Murieta Fire Safe Council to make community improvements.

6. GSP Consistency Review of Submitted Well Permit

\*Board Director Washburn recused herself from this consent item\*

*Director Silva moved to approve the submitted well permit request.*

*Director Garms seconded the motion.*

*The motion passed with all in favor.*

7. Recommendations for Appointment to the SRCD Board of Directors

*Director Carter moved to recommend Director Garms for another 4-year term.*

*Director Washburn seconded the motion.*

*The motion passed with all in favor.*

*Director Carter moved to recommend Director Silva for another 4-year term.*

*Director Washburn seconded the motion.*

*The motion passed with all in favor.*

**IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS**

The Board approved the follow future agenda items by consensus:

**ADJOURNMENT**

*Chairman Garms adjourned the meeting at 3:28pm*

# Sloughouse Resource Conservation District

## Expenses Needing Board Approval

All Dates

	AMOUNT	MEMO/DESCRIPTION	
Austin Miller			
	82.53	Office Supplies - October	
<b>Total for Austin Miller</b>			<b>\$82.53</b>
CARCD			
	2,742.47	Staff Time (October 2022) - Brittany Friedman	
	8,347.73	Staff Time (October 2022) - Austin Miller	
<b>Total for CARCD</b>			<b>\$11,090.20</b>
Kronick			
	1,787.50	September 2022 Legal Fees	
	942.50	October 2022 Legal Fees	
<b>Total for Kronick</b>			<b>\$2,730.00</b>
<b>TOTAL</b>			<b>\$13,902.73</b>

# Sloughouse Resource Conservation District

## Open Invoices

As of November 4, 2022

DATE	DUE DATE	OPEN BALANCE
Cosumnes Groundwater Authority 11/04/2022	01/03/2023	6,400.00
<b>Total for Cosumnes Groundwater Authority</b>		<b>\$6,400.00</b>
<b>TOTAL</b>		<b>\$6,400.00</b>

# Sloughouse Resource Conservation District

## Balance Sheet

As of November 4, 2022

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts (Sac County + Five Star Bank)	\$507,115.51
Accounts Receivable	\$6,400.00
<b>Total Current Assets</b>	<b>\$513,515.51</b>
<b>TOTAL ASSETS</b>	<b>\$513,515.51</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities (Accounts Payable)	\$13,902.73
Equity	\$499,612.78
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$513,515.51</b>

**BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE  
CONSERVATION DISTRICT**

**RESOLUTION No. 2022.11.09.01**

**Resolution Of The Board Of Directors Of The Sloughhouse Resource  
Conservation District Ratifying The Proclamation Of A State Of Emergency By  
Governor Gavin Newsom (March 4, 2020) As Applicable In The District's  
Jurisdiction And Authorizing Teleconference, In Person, or Hybrid Meetings Of  
District Legislative Bodies Pursuant To The Ralph M. Brown Act**

**RECITALS**

**WHEREAS**, all meetings of the Sloughhouse Resource Conservation District ("District") legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq. ("Brown Act"), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

**WHEREAS**, Section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and either (i) state or local officials have imposed or recommended measures to promote social distancing, (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

**WHEREAS**, while a legislative body meets with teleconference attendance pursuant to Section 54953(e), it must take actions to preserve public access and public participation and give notice of the meeting and post agendas as otherwise required, allow members of the public to access the meeting via call-in line or internet-based service line, provide details on the agenda on how to access the meeting and give public comment, give an opportunity to comment pursuant to Government Code section 54954.3 and allow a reasonable amount of time during public comment for a person to register, login, and comment, and monitor the call-in line and internet-based service line to ensure no disruption hinders access or ability to comment, if there is, take no action until public access is restored; and

**WHEREAS**, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days, or else the body will be required to adopt new initial findings; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day in Sacramento County and statewide; and

**WHEREAS**, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and it's prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms and other ailments; and

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**WHEREAS**, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

**WHEREAS**, the COVID-19 virus and its variants are spread through the air when a person who is carrying the virus, whether they are showing symptoms or not, is in close proximity to another person; and

**WHEREAS**, while the COVID-19 virus remains present in the community, requiring all members of District's legislative bodies and all members of the public to meet in person would present an imminent risk to attendee health and safety beyond the control of the District's services, personnel, equipment, and facilities; and

**WHEREAS**, pursuant to Government Code section 8635 et seq., the District Board of Directors has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of all District legislative bodies to be held with a teleconference attendance option pursuant to this Resolution; and

**WHEREAS**, the District Board of Directors desires to ratify the Governor's March 4, 2020, proclamation of state of emergency related to the COVID-19 virus pandemic as it applies to the jurisdiction of the District and authorize teleconference meetings of District legislative bodies pursuant to Section 54953(e) so long as all provisions of that section are followed to provide public access and opportunity for public comment; and

**WHEREAS**, the District has taken and will continue to take measures to ensure access for the public, including by providing the public a call-in option and/or internet-based service option to access and comment for all meetings of District legislative bodies.

**WHEREAS**, the conditions described above exist in the District and the District Board of Directors has considered the circumstances of the State of Emergency as well as local orders and recommendations; and

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

1. The recitals set forth above are true and correct and are incorporated herein by reference as if set forth in full.
2. The Governor's March 4, 2020 proclamation of state of emergency related to the COVID-19 virus pandemic applies to the jurisdiction of the District and is ratified by the Board of Directors.
3. A state of emergency exists within the District's jurisdiction related to the COVID-19 virus pandemic and conditions of that emergency present an imminent risk to the health and safety of attendees at District legislative body meetings.
4. In order to decrease the risk to the health and safety of attendees to District public meetings, all meetings of District legislative bodies shall be conducted in a hybrid format with an

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option for attendees to appear in person, social distancing permitting, or via a completely remote teleconference if needed, in accordance with Government Code section 54953(e) and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Section 54953(e) and other applicable provisions of the Brown Act.

5. This Resolution shall take effect immediately upon its adoption and be effective for thirty (30) days, unless the Governing Board takes action to rescind the Resolution. On or before the 30th day since adoption, the Governing Board may take action to extend the Resolution's permissions pursuant to Government Code section 54953(e)(3).

This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND ADOPTED on this 9<sup>th</sup> day of November, 2022, 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 November 9, 2022 that Resolution 2022.11.09.01 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.

\_\_\_\_\_  
Austin Miller, SRCD Secretary

\_\_\_\_\_  
Date

## **Agenda Item #1**

### **Sloughhouse Resource Conservation District Board of Directors Meeting**

Agenda Date: November 9, 2022

Agenda Item #: #1  
Agenda Item Subject: CalFire Safe Council Grant

To: SRCD Board of Directors

From: Brittany Friedman, Administrative Coordinator  
Austin Miller, District Manager

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#### **Background**

The [California Fire Safe Council](#) has a grant opening to provide capacity support to local wildfire prevention organizations. Awarded grants will support capacity building, including salary support, volunteer management, and media messaging/communication development.

Staff has connected with the Rancho Murieta Fire Safe Council and the Sacramento County Office of Emergency Services' Fire Safe Council County Coordinator (Brenna Howell). Both organizations are supportive of Sloughhouse RCD's application. There are no other known applications from Sacramento County.

The deadline for submission is November 15, 2022 at 11:59 PM. PST. Grants will be awarded in the amount of \$20,000.

#### **Attachments**

- Sloughhouse RCD Application: Narrative and Budget

#### **Staff Recommendation**

- Direct Staff to submit an application to the CA Fire Safe Council Capacity Building Grant Opportunity.



**California Fire Safe Council Capacity Building Grant –**  
**Sloughhouse RCD Budget and Narrative**

The California Fire Safe Council has a grant opening to provide capacity support to local wildfire prevention organizations. Awarded grants will support capacity building, including salary support, volunteer management, and media messaging communication development.

Aligned with the Sloughhouse RCD 5-year Plan, staff have prepared a draft application to provide the following capacity-building activities:

**Board Development:**

- Staff capacity for Board training/education through SRCD and Rancho Murieta Fire Safe Council (RM FSC) meetings and workshops. Additionally, a template for regular updates on Local Fire Risk, Reduction, and Resiliency for the SRCD Board and RM Fire Safe Council Board will be developed.
- Development of a SRCD Volunteer Policy.

**Partnership Development:**

- Staff capacity to connect with other fire organizations in the area. A report of partner outreach will be documented as part of regular updates to the SRCD Board.

**Web & Social Media Development:**

- Development of a website for RM FSC.
- Creation of content on Local Fire Risk, Reduction, and Resiliency resources and information for SRCD website.
- Creation of content for social media, newsletters, and other outreach efforts.

**Tabling and other Outreach:**

- Staff capacity for outreach events/efforts. A report of all activities conducted will be documented as part of regular updates to the SRCD Board.

**Grant Budget Request:**

<b>Budget Item</b>	<b>Budget Narrative</b>	<b>Projected Expense</b>
CA Fire Safe Council Workshop	Travel for SRCD Staff and Rancho Murieta Fire Safe Council (RM FSC) to attend	\$1,500
Board/Organizational Development	SRCD and RM FSC Board Meeting support/preparation and policy development	\$5,000
Partnership Development	Coordination with other fire organizations	\$3,500
Web Development	Website development for RM FSC and other communication tool	\$5,000

	development for SRCD and RM FSC	
Community Outreach	Staff capacity to attend community meetings, events, and other outreach opportunities	\$5,000
<b>TOTAL</b>		<b>\$20,000</b>

After the grant term has ended (June 2023), SRCD will maintain capacity upkeep to amplify our impact by:

- Developing a template for regular updates on Local Fire Risk, Reduction, and Resiliency will provide a proven tool to share information and will create space for discussion on these topics even after the grant term is ended.
- A volunteer policy will ensure SRCD Staff has proper guidance when engaging volunteers in future fire safe related work.
- When developing partnerships, SRCD will be exploring ways to support ongoing Fire Safe Council related work.
- Creating outreach materials will allow us to engage our constituents for years to come.

The Rancho Murieta Fire Safe Council leadership and the County of Sacramento Office of Emergency Service's County Fire Safe Council Coordinator have provided their feedback and support of our draft application. The deadline for submission is November 15, 2022 at 11:59 PM. PST and are anticipated to be announced in early January 2023. Grants will be awarded in the amount of \$20,000 for a 6-month window (January-June 2023).

## **Agenda Item #2**

### **Sloughhouse Resource Conservation District Board of Directors Meeting**

Agenda Date: November 9, 2022  
Agenda Item #: #2  
Agenda Item Subject: CARCD Conference  
To: SRCD Board of Directors  
From: Austin Miller, District Manager

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#### **Background**

The California Association of Resource Conservation Districts (CARCD) will be hosting their 77<sup>th</sup> Annual Conference this year in Folsom on November 30 – December 2. Experts will present and engage in conversations on climate-smart practices, bringing together representatives from federal and state agencies, non-profits, private industries, farming communities, and RCDs to share knowledge, build partnerships, and address urgent natural resource challenges. Additionally, CARCD will be holding a virtual conference in March 2023.

CARCD Conference Website: <https://carcd.org/conferences/carcd-77th-annual-conference/>

#### Registration Costs:

- Full Conference (includes virtual): \$375
- 1 Day: \$150
- Tour: \$48

Austin Miller and Brittany Friedman will represent SRCD with a presentation titled Sloughhouse RCD's Journey to Tier 1 which will highlight our ongoing effort to complete our required policies and processes. SRCD Staff is also working with CARCD Staff to coordinate a tour around the Sloughhouse RCD area. We will visit the Laguna Del Sol Dry Well Recharge Project, the Westervelt Cosumnes River Floodplain Mitigation Bank, and a riparian restoration project on a working cattle ranch along Dry Creek.

Austin Miller was nominated and selected for the RCD Planner of the Year by the USDA NRCS California Office. This award distinguishes CA NRCS and RCD staff who have exemplified outstanding service to landowners with conservation planning assistance. The award will be presented at the CARCD Conference on Thursday, December 1 from 12:00-1:30pm.

#### **Staff Recommendation**

- Determine how many people would like to attend the conference and tour.

## Agenda Item #3

### Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: November 9, 2022

Agenda Item #: #3

Agenda Item Subject: South American Subbasin Groundwater Sustainability Planning

To: SRCD Board of Directors

From: Austin Miller, District Manager

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#### **South American Subbasin Groundwater Sustainability Plan (GSP) Implementation**

Links: [South American Subbasin Website](#)

#### MOU Development for GSP Implementation

- Leadership from the South American Subbasin Groundwater Sustainability Agencies (GSAs) have drafted the Memorandum of Understanding (MOU) which will guide GSP implementation.
- If adopted, Sloughhouse RCD's initial year contribution would be \$8,325.

#### DWR SGM Grant Program

Links: [DWR SGM Grant Program](#) | [DWR SGM Grant Scoring Criteria](#)

- In partnership with the other GSAs, Omochumne-Hartnell Water District (OHWD) is preparing a grant application on behalf of the South American Subbasin for the Dept. of Water Resources Sustainable Groundwater Management Grant Program, due November 30, 2022.
- In order to apply, all GSAs must submit a Letter of Support and Self-Certification Form.

#### Delta Conveyance Project

Links: [Project Website](#)

- DWR is held three virtual public hearings to receive comments on the Draft EIR and will be accepting written comments through December 16, 2022.
- CGA Staff and leadership are currently drafting a comment letter on the Draft EIR.

#### **Staff Recommendations**

- Authorize Director Garms and the District Manager to execute the South American Subbasin GSP Implementation MOU.
- Direct Staff to, pending any unforeseen issues in the final application, submit a letter of support and self-certification form for the South American Subbasin grant application.

Working Agreements for period of October 2022 for Review by GSA Counsel and 2022 Adoption.

## Concept Language for MOU

### **Memorandum of Understanding Establishing a South American Subbasin Sustainable Groundwater Management Act Executive Committee and General Manager Committee and Identifying Cost Share Provisions for Groundwater Sustainability Plan Implementation**

*This Memorandum of Understanding (“MOU”) is entered into and effective this day of \_\_\_\_, 2022 by and among the Sacramento County Groundwater Sustainability Agency<sup>1</sup>; Sacramento Central Groundwater Authority (“SCGA”), a joint powers authority; Northern Delta Groundwater Sustainability Agency (NDGSA), a joint powers authority; Omochumne-Hartnell Water District (“OHWD”), a California Water District; and Sloughhouse Resource Conservation District, (“SRCD”) a California Resource Conservation District (each a “Party” and collectively, the “Parties”). Each of the Parties is a groundwater sustainability agency (“GSA”) responsible for groundwater management under the Sustainable Groundwater Management Act (“SGMA”) within its own boundaries.*

#### **Section 1. RECITALS.**

**WHEREAS** the 2014 Sustainable Groundwater Management Act empowers local agencies to adopt and implement groundwater sustainability plans (“GSPs”) in order to provide for the sustainable management of groundwater basins;

**WHEREAS** SGMA recognizes and supports the primacy of local agencies in managing groundwater within their boundaries, and promotes coordination and collaboration among those local agencies in order to ensure sustainable groundwater management;

**WHEREAS** the South American Subbasin is a portion of the Sacramento Valley Groundwater Basin located in the Northern Region of California, designated by the California Department of Water Resources (“DWR”) as (DWR Bulletin 118) Basin No. 5-021.65;

**WHEREAS** the South American Subbasin (“Subbasin”) is an unadjudicated groundwater basin that has been classified as a high-priority basin by DWR;

**WHEREAS** SGMA required GSAs to be formed in the State’s high- and medium-priority basins and subbasins by June 30, 2017 and governed by a GSP, or coordinated GSPs, no later than January 31, 2022;

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<sup>1</sup> Sacramento County Groundwater Sustainability Agency includes the County of Sacramento, a political subdivision of the State of California, and Sacramento County Water Agency, formed pursuant to the Sacramento County Water Agency Act (Water Code Uncodified Act Section 6730a).

**WHEREAS** the Parties developed, adopted and submitted the South American Subbasin GSP by the January 31, 2022, deadline;

**WHEREAS** each of the Parties is a GSA within the meaning of Water Code section 10721(m) with authority to adopt and implement a GSP in the Subbasin;

**WHEREAS** SGMA requires the attainment of sustainability in the Subbasin by January 31, 2042;

**WHEREAS** SGMA requires GSAs submit annual reports to DWR each April 1 following adoption of a GSP;

**WHEREAS** the South American Subbasin GSP must be evaluated every five years, beginning January 31, 2027;

**WHEREAS** it is the intent of the Parties to fulfill the requirements of SGMA and implement the South American Subbasin GSP, a single Subbasin-wide GSP; and

**WHEREAS** it is the intent of the Parties to provide a structure in which to collaborate and share costs in the administration of that GSP and to ensure that each Party appropriately bears the costs of GSP implementation.

**THEREFORE**, the following definitions, terms and agreements are affirmed:

## **Section 2. DEFINITIONS**

The following terms shall have the following meanings.

- (a) "SGMA" means the Sustainable Groundwater Management Act of 2014 comprised of a three-bill legislative package, including AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), and subsequent statewide Regulations that set forth a statewide framework to help protect groundwater resources over the long-term.
- (b) "Subbasin" means the Sacramento Valley – South American Subbasin, as described in DWR Bulletin 118, Basin No. 5-021.65;
- (c) "GSA" means a Groundwater Sustainability Agency, established and authorized pursuant to SGMA as codified in Water Code section 10723.8.
- (d) "GSP" means a Groundwater Sustainability Plan developed under SGMA.
- (e) "Annual Report" means the annual reports required under SGMA for submittal to DWR each April 1 following adoption of a GSP.
- (f) "Five Year (5-year) Update" means actions taken to comply with SGMA and codified in Water Code Section 10728.2, that requires, "A groundwater sustainability agency shall periodically evaluate its groundwater sustainability plan, assess changing conditions in the basin that may warrant modification of the plan or management objectives, and may adjust components in the plan. An evaluation of the plan shall focus on determining whether the actions under the plan are

*meeting the plan's management objectives and whether those objectives are meeting the sustainability goal in the basin."*

- (g) "Implementation" for the purpose of this MOU means carrying out the necessary actions and reporting to implement the adopted GSP and comply with SGMA requirements, including, but not limited to, preparing annual reports and developing and adopting five-year GSP updates.
- (h) "Executive Committee" means the GSA designated members convened pursuant to this GSP MOU, for the purposes of providing recommendations related to maintaining a SGMA-compliant GSP for the Subbasin.
- (i) "General Manager Committee" (GM Committee) means the GSA designated individuals assigned responsibilities for ministerial and administrative management of the GSP implementation as outlined pursuant to this MOU.
- (j) "Administrative Agency" means the entity designated under Section 4.6 of this MOU to represent the Subbasin to DWR as the point of contact, prepare the annual report, administer the activities of the GM Committee and Executive Committee, coordinate public outreach, coordinate with consultants on behalf of the Parties and at the direction of the Executive Committee, invoice costs pursuant to this MOU, and oversee compliance with any other Subbasin-wide SGMA requirements.

### **Section 3. EXCLUSIONS**

#### **3.1 No Alteration of Water Rights**

*Consistent with Water Code sections 10720.1(b), 10720.5 and 10726.8, nothing in this Agreement or in its implementation shall be construed to alter the existing water rights of the Parties.*

### **Section 4. TERMS**

*This MOU shall be effective upon execution by two or more Parties and shall remain in full force and effect until the Parties execute a document jointly amending or terminating the provisions of this MOU.*

#### **4.1. Responsibilities of the Parties**

*The Parties expressly acknowledge that the governing Board of each GSA is responsible for ensuring the implementation of the GSP within its jurisdictional boundaries.*

*Each Party to this MOU shall be responsible for:*

- (a) *Providing timely responses and supporting information related to SGMA Implementation to the Executive Committee, GM Committee and/or Administrative Agency upon request; performing appropriate and coordinated outreach to other groundwater management entities and stakeholders within the Subbasin; promptly paying all invoiced costs as set forth in Exhibit A; and conducting SGMA compliance activities in the area for which that Party serves as exclusive GSA.*

- (b) *SGMA Implementation activities within its own GSA boundaries. These may include monitoring, additional studies, implementation of projects, or other activities.*

#### **4.2. South American Subbasin SGMA Executive Committee**

Upon execution of this MOU, the Parties will convene the South American Subbasin (SASb) SGMA Executive Committee. The purpose of the Executive Committee is to ensure coordination among the subbasin GSAs and provide guidance on implementation of the GSP and fulfill the requirements of the MOU. Membership in the Executive Committee shall be set forth in **Exhibit A**.

- (a) The Executive Committee will conduct its meetings in a manner by which the public can attend and comment.
- (b) Meeting frequency will be based on the GSP implementation schedule and:
  - i. At a minimum, February and October of each year during the duration of the MOU.
  - ii. The Executive Committee may meet more often at the request of three or more members.
- (c) The Executive Committee may waive any meeting by a unanimous agreement of its members.
- (d) The Executive Committee shall be responsible for sharing feedback from the Parties related to the GSP implementation.
- (e) The Executive Committee will seek to make decisions through consensus, which means unanimous direction from the members present. In the absence of a consensus, members of the Executive Committee may be called upon to cast votes. These votes, along with a full explanation of a proposed action, will be provided to the Parties for the purpose of identifying steps to resolve concerns related to GSP implementation and fulfillment of the MOU.

#### **4.3. General Manager Committee**

Upon execution of this MOU, the Parties will convene a SASb General Manager Committee (“GM Committee”). The GM Committee will be composed of one delegate and one alternate from each of the Parties. The GM Committee will be responsible for oversight of day to day ministerial and administrative management of the GSP implementation, as outlined pursuant to this MOU, and any other responsibilities delegated to it by the Executive Committee. A Party may identify the same representative(s) to serve on both the GM Committee and Executive Committee.

For actions involving decision making, the GM Committee will seek consensus, in the form of unanimous direction from GM Committee members present. In the event no consensus can be reached, the GM Committee will document their concerns and record a vote, then seek the guidance of the Executive Committee for the final determination. Recommendations of the GM Committee provided to the Executive Committee for resolution shall include a report of concerns and the GM Committee votes cast.

The GM Committee will meet every other month or more often if requested by the Executive Committee, a GM Committee Member, or the Administrative Agency. The GM Committee may also waive any meeting by a consensus of its members.



#### **4.4. Cost Sharing.**

Costs identified in **Exhibit B** as Subbasin-wide costs will be shared among the Parties. GSP Implementation costs shall be allocated according to the proportions identified in **Exhibit A**. When any additional Party becomes a signatory to this MOU, the cost share proportions identified in **Exhibit A** shall be modified to appropriately distribute costs between the new and existing Parties, according to the formula identified in **Exhibit A**. If a Party ceases to be a GSA within the Subbasin, the cost share proportions identified in **Exhibit A** shall be modified in the subsequent year to appropriately distribute costs between the remaining Parties, according to the formula identified in **Exhibit A**.

Nothing in this MOU shall prevent a Party from voluntarily incurring its own costs related to SGMA Implementation. Each Party shall be wholly responsible for its own voluntarily incurred costs.

#### **4.5. Compensation for GSA Services on Behalf of the Subbasin**

Upon prior approval by the Executive Committee, a GSA may provide services associated with SGMA Implementation on behalf of the Subbasin for subbasin-wide activities as described in **Exhibit B**. Such services may include serving as the Administrative Agency, tasks involving implementation of the GSP, preparation of the annual report, and preparation of the Five-Year Update, among other potential actions. GSA services on behalf of the Subbasin will be memorialized as addendums to the MOU with clear scopes and schedules, costs, and measures of accountability.

The GSA will be compensated at the actual cost, subject to prior approval of the Executive Committee. For accounting purposes these services will be credited toward a GSA's cost-share monetary contributions in the subsequent year. Should the value of services exceed the cost-share monetary contributions, that portion of the invoice will be reimbursed using the same procedures utilized by the Administrative Agency for payment of other vendors and contractors.

#### **4.6. Responsibilities of the Administrative Agency**

The Administrative Agency shall be responsible for implementing the recommendations of the GM Committee and Executive Committee for SGMA implementation; selecting, engaging, and providing direction to consultants at the election and direction of the Executive Committee; and, ensuring monitoring, reporting and data management activities are conducted in compliance with SGMA.

SCGA shall be initially designated as the Administrative Agency. Costs of SGMA implementation shall be assigned pursuant to Exhibit A and shall be recoverable by the Administrative Agency from the Parties in the proportions identified in Exhibit A.

- (a) The designation of a different Administrative Agency may be made by decision of the Executive Committee.

- (b) The duties of the Administrative Agency may be shared or delegated under the terms of Section 4.5 of this MOU; however, for the purposes of reporting to DWR there may only be one designated point of contact for GSP submittal(s) from a subbasin.
- (c) The commitment of the Administrative Agency to perform the designated functions under this Section is contingent upon the satisfaction of the cost sharing terms of this MOU.

#### **4.7. Stakeholder Groups**

Public support and input into the GSP remain an important feature of GSP implementation. Contingent on availability of facilitation and technical support, the Executive Committee may charter one or more stakeholder group(s).

Draft charters will be developed by the GM Committee for review by the Executive Committee. Charters will define the group size, mission, roles and responsibilities, terms of service, group deliverables, decision making, ground rules, and any other considerations deemed necessary by the GM Committee.

Each Executive Committee member will be invited to make nominations to the Stakeholder Group with the final Stakeholder Group membership confirmed by the Executive Committee.

#### **4.8. Annual Reports**

SGMA requires GSAs to submit Annual Reports to DWR each April 1 following adoption of a GSP. The Annual Report provides information on groundwater conditions and implementation of its GSP over the prior water year.

The Annual Report will be reviewed by the Executive Committee and submitted to DWR by the Administrative Agency.

#### **4.9. Five-Year Updates**

The Parties agree that the provisions of this MOU apply to the governance of the response to DWR comments and Five-Year Updates to the GSP. A detailed schedule, work plan and budget for the DWR response and five-year update work will be developed by the GM Committee for approval by the Executive Committee.

#### **4.10. Invoicing and Payment of Shared GSP Implementation Cash Costs**

The Implementation costs in Exhibit B are estimated, and each GSA shall contribute no later than January 1 of the estimated costs for each calendar year. Actual costs will be documented and invoiced by the Administrative Agency to be paid with the following year's estimated costs.

Shared costs for the response to DWR comments and Five-Year Update will not be collected annually; however, each Party agrees to be responsible for this cost when the activities are undertaken. This cost estimate will be developed and approved through an amendment to Exhibit B.

A Party that fails to make payment by July 1, may be suspended from participation in the Executive Committee. Suspension will be automatic; however, it shall be reinstated by majority vote of the remaining members or upon full payment of the past-due invoices. Activities of the Executive Committee will not be delayed under such an occurrence and costs incurred under this Agreement will still accrue to the Party as set forth in Exhibit A, during any period of non-payment.

#### **4.11. Annual Reconsideration**

The estimated costs in Exhibit B are subject to reconsideration on an annual basis. Estimated costs will be developed by the GM Committee for approval of the Executive Committee.

#### **4.12. GSA Boundary Modifications and Annexations**

To facilitate the efficient implementation of SGMA in the Subbasin:

- a. The Parties agree that no Party shall seek to change its GSA boundary without seeking concurrence from the Executive Committee, which approval shall not be unreasonably withheld. Under SGMA, a GSA boundary change must be agreeable to all of the affected GSAs.
- b. In the event of a GSA boundary change, the cost share allocation will be revised for the subsequent calendar year in accordance with the formula in Exhibit A.
- c. In the event one or more of the Parties are annexed into another Groundwater Sustainability Agency, membership representation of that Party on the Executive Committee will transfer to the annexing Party.

#### **4.13. Withdrawal**

The intent of this agreement is to affirm the goal of working together for coordinated implementation under a single Subbasin-wide GSP. However, any Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement by the following provisions.

- (a) The withdrawing Party shall provide the Executive Committee with thirty (30) days prior written notice.
- (b) The withdrawing Party shall be responsible for payment of its proportional share of costs and obligations associated with SGMA Implementation identified in the MOU Exhibits, up to the time of submission of the written notice of the withdrawal.
- (c) Withdrawing parties will be responsible to independently develop and submit all required notifications and reports to DWR.
- (d) The withdrawing Party shall be responsible for securing SGMA compliance within its jurisdictional boundaries at its own expense, including as necessary, GSP Five-Year Updates, subbasin

coordination agreements, and the cost of any additional requirements imposed by DWR or other regulatory agencies.

- (e) The withdrawing Party shall be responsible for providing notice, maps and all other necessary information to the DWR and other GSAs regarding its change in status within thirty (30) days of withdrawal.

#### **4.14. Disputes.**

The Executive Committee is committed to working towards consensus in all decisions regarding SGMA Implementation. The Parties agree to act in good faith, transparently raise any concerns, understand one another's interests, and work towards solutions that will adequately meet the needs of all Parties.

### **Section 5. GENERAL PROVISIONS**

**Authority.** Each signatory of this MOU represents that they are authorized to execute this MOU on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

**Amendment.** This MOU may be amended or modified only by a written instrument executed by each of the Parties with the following exceptions, which will occur through actions of the Executive Committee: modifications to Exhibit A pursuant to Section 4.4; annual modifications to exhibit B; and as indicated in Section 4.9.

**Jurisdiction and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in Sacramento County, California.

**Headings.** The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties.

**Construction and Interpretation.** This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

**Entire Agreement.** This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

**Partial Invalidity.** If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as

similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

Attorneys' Fees and Costs. In the event of a dispute between the Parties, each Party will pay their own attorneys' fees, expert witnesses' fees, costs of suit, and any other costs associated with the dispute.

Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

Compliance with Law. In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

Third-Party Beneficiaries. This MOU shall not create any right or interest in any non-Party or in any member of the public as a third-party beneficiary.

Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Notices. All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

**Section 6. Signatories**

IN WITNESS WHERE OF, the parties have caused this agreement to be duly executed upon signature.

\_\_\_\_\_  
xxx, Board Chairperson

\_\_\_\_\_  
Date

Northern Delta Groundwater Sustainability Agency

---

xxx, Board Chairperson                      Date  
Omochumne-Hartnell Water District

---

xxx, xxxx  
Sacramento Central Groundwater Authority

---

Date

---

xxx, Director                                      Date  
Sacramento County Department of Water Resources

---

XXX, Chairperson                      Date  
Sloughouse Resource Conservation District

**EXHIBIT A - SGMA Implementation Activities**

**A.1 - Executive Committee Membership & Year 1. Negotiated Cost Allocation**

Party	Implementation Executive Committee Members	Assignable GSP Administration and Implementation Costs *
Sacramento County GSA	0 Representatives <sup>2</sup>	2.6%
Omochumne-Hartnell Water District	2 Representatives	13%
Sacramento Central Groundwater Authority	4 Representatives	74.9%
Northern Delta GSA and RD 551 GSA	1 Representative	5.8%
Sloughhouse Resource Conservation District	1 Representative	3.7%

**A.2 – Allocation Methodology based on 2.5% flat rate shared costs and proportional costs based on groundwater demand**

GSA	GW (AF) Demand	Ag (AF) Demand	Urban (AF) Demand	Net (AF) Demand	GW %	Base Cost Share	Total Cost Share
SCGA	155196	93117.6	62078.4	131916.6	82.8%	2.5%	74.9%
SRCD	2802	2802	NA	2101.5	1.3%	2.5%	3.7%
Sac County	264	264	NA	198	0.1%	2.5%	2.6%
OHWD	25595	25595	NA	19196.25	12.0%	2.5%	13.0%
NDGSA+RD 551	8000	8000	NA	6000	3.8%	2.5%	5.8%
Total	191857			159412.35	100.0%	12.5%	100.0%

<sup>2</sup> The Sacramento County GSA, representing 1,588 unmanaged acres at the southern end of the South American Subbasin, is immediately adjacent to the SCGA JPA, which already includes the County of Sacramento as a member. The Sacramento County GSA will not have formal representation on the Executive Committee; however, may, at their discretion, participate on the General Manger Committee. Sacramento County GSA will contribute the 2.6% cost share shown in Exhibit A.

**Exhibit B – Anticipated Shared Costs Annual Budget**

Subbasin Wide Costs	Estimated Annual Budget	Comments
Data Management System (update and maintain)	\$70,000	W&C Contract
CoSANA Model (update and maintain)	\$0	Future cost to be considered
Administration and Governance	\$40,000	Manage contracts and process. SCGA not to exceed amount
Legal Support	\$25,000	SCGA attorney costs related to the entire SASb
Outreach/Website maintenance	\$10,000	W&C Contract initially, transition to internal management by a GSA
Interbasin Coordination	\$10,000	LWA contract initially, transitioning to internal GSA costs
Annual Report	\$60,000	LWA and W&C
Monitoring Coordination	\$10,000	LWA initially, transition to internal GSA costs
<b>Total</b>	<b>\$225,000</b>	Annual cost year 1- July 1 2022 - June 30, 2023
Response to DWR review		Future cost. Estimated needed late 2023
Five-year update		To be considered in subsequent MOU. Estimated needed Late 2024



## Agenda Item #4

### Sloughouse Resource Conservation District Board of Directors Meeting

Agenda Date: November 9, 2022  
Agenda Item #: #4  
Agenda Item Subject: Cosumnes Groundwater Authority  
To: SRCD Board of Directors  
From: Austin Miller, District Manager

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#### **Cosumnes Groundwater Authority (CGA)**

Links: [Board Meeting Materials](#) | [Committee Meeting Materials](#)

#### Upcoming CGA Board Meetings

##### Special Meeting

- Thursday, November 17, 2022, 3:00-5:00pm
- Location: Galt Police Department, 455 Industrial Dr., Galt, CA 95632
- [Zoom: https://us02web.zoom.us/j/85308304920](https://us02web.zoom.us/j/85308304920)

##### Regular Meeting

- Monday, November 21, 2022, 9:00-12:00pm
- Location: Galt Police Department, 455 Industrial Dr., Galt, CA 95632
- [Zoom: https://us02web.zoom.us/j/87498874348](https://us02web.zoom.us/j/87498874348)

#### DWR SGM Grant Program

Links: [DWR SGM Grant Program](#) | [DWR SGM Grant Scoring Criteria](#)

- On behalf of the Cosumnes Subbasin, CGA is preparing a grant application to the DWR SGM Grant Program, due November 30, 2022.
- In order to apply, all GSAs must submit a Letter of Support and Self-Certification Form.

#### Water Forum Involvement

Links: [Water Forum Website](#) | [Water Forum 2.0 Information](#)

- The Water Forum Agreement, signed in 2000, expires in 2030. In February 2020 the Water Forum Plenary confirmed its commitment to update the Water Forum Agreement and initiate the Water Forum successor effort to negotiate a successor agreement (referred to as Water Forum 2.0).
- In Water Forum 1.0, there is a Purveyor Specific Agreement for South Sacramento County Agriculture ([page 357 of WF Agreement](#)).

#### **Staff Recommendations**

- Direct Staff to, pending any unforeseen issues in the final application, submit a letter of support and self-certification form for the Cosumnes Subbasin grant application.

## **Agenda Item #5**

### **Sloughhouse Resource Conservation District Board of Directors Meeting**

Agenda Date: November 9, 2022

Agenda Item #: #5  
Agenda Item Subject: SRCD/GSA Operational Policies

To: SRCD Board of Directors  
From: Austin Miller, District Manager

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#### **Background**

As detailed in the California Public Resource Code Division 9 and within the [Sloughhouse RCD GSA Operational Polices and Procedures Readiness Plan \(adopted December 2020\)](#), RCDs must meet specific planning and policy requirements.

SRCD Staff has developed the following draft policies for SRCD Board consideration/feedback. Templates from the [California Special District Association \(CSDA\)](#) and the [California Association of Resource Conservation District \(CARCD\)](#) were utilized as a starting point for these policies.

#### **Remaining Policies to be developed:**

- Public Records Act Requests Policy
- Brown Act Compliance Policy
- Nondiscrimination Policy
- Vehicle Use Policy
- Volunteer Policy

#### **Staff Recommendation**

- Direct SRCD Staff on the next steps in developing and implementing required policies.

## Agenda Item #6

### Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: November 9, 2022

Agenda Item #: #6

Agenda Item Subject: GSP Consistency Review of Submitted Well Permit

To: SRCD Board of Directors

From: Austin Miller, District Manager

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#### **Background:**

- As required by [Executive Order N-7-22 Paragraph 9a](#), Groundwater Sustainability Agencies must provide written concurrence that proposed wells (and alterations) extracting more than 2 Acre-Feet per Year (AFY) would not be inconsistent with any applicable Groundwater Sustainability Plan (GSP) and would not decrease the likelihood of achieving a sustainability goal for the Subbasin before the County of Sacramento considers the permit.

#### **Attachments:**

- SRCD Property Owner Acknowledgement Form (Request #110)
- Draft SRCD Consistency Verification Letter



# SLOUGHHOUSE

## Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

**EXECUTIVE ORDER N-7-22 PROPERTY OWNER ACKNOWLEDGMENT FORM AND GSP  
CONSISTENCY REVIEW REQUEST**

Applicant Name: Thomas Martin	Phone/Email: [REDACTED]	APN: 128-0150-021
Well Location: 38°26'18.1"N 121°02'47.5"W	[SRCD ONLY] County Well App. #:	[SRCD ONLY] Request #: #110

**Property Owner Acknowledgment (verify and check each box upon acknowledgment and agreement):**

- I acknowledge that the Sustainable Groundwater Management Act (SGMA) requires that Sloughhouse Resource Conservation District Groundwater Sustainability Agency (“GSA” or “SRCD”) is required to manage groundwater in the Cosumnes Subbasin (“Subbasin”) pursuant to the adopted Cosumnes Subbasin Groundwater Sustainability Plan (GSP), and has groundwater management authority over the lands identified in Well Application listed above (the “Well Application”).
- I acknowledge that Section 9.a. of Executive Order N-7-22 directs that a permit for a new groundwater well or for alteration of an existing well in the Subbasin cannot be approved without written verification from the GSA that groundwater extraction from the proposed well will not be inconsistent with the GSP’s minimum thresholds and will not decrease the likelihood of achieving the GSP’s measurable objectives and sustainability goals.
- I acknowledge that pursuant to the adopted GSP for this Basin, the GSA has established minimum thresholds and measurable objectives for the Subbasin, and has the authority to limit extractions within its jurisdiction, including extractions from any well permitted pursuant to the Well Application.
- I acknowledge that a well permit issued by the County does not guarantee the extraction of any specific amount of groundwater now, or in the future. Similarly, a permit does not guarantee the maintenance of any defined water level or water quality in the Subbasin.
- I acknowledge that the GSA is not responsible for or otherwise liable for any costs, investments, or payments related to any groundwater well, including pumping fees, extraction limits, costs related to well failure, well deepening, or increased maintenance, replacement, or operational costs.
- I acknowledge that the findings and verification made by the GSA pursuant to Executive Order N-7-22 are based on the information provided in the Well Application and this Property Owner Acknowledgment, and that such determinations are subject to modification or revocation at any time the GSA receives other relevant, material information.
- I agree to hold the GSA harmless and indemnify the GSA for any liability, including attorney fees, costs, or penalties stemming from or related to the County’s issuance of a permit for the Well Application.

- I acknowledge that the undersigned is either the Property Owner of the land on which a well is proposed to be located, or a representative authorized to sign on the Property Owner's behalf.
- I acknowledge that I the applicant, not the GSA, am responsible for submitting a County of Sacramento Well Application to the Sacramento County Environmental Management Department once I receive written verification that this request would not be inconsistent with the sustainable groundwater management program established in the adopted GSP for the Subbasin.

**Please include the following attachments with this request:**

- A copy of your draft/pending County of Sacramento Well Application
- A report signed, by a California licensed professional, such as a Professional Geologist with a Certified Hydrogeologist specialty certification or a Professional Engineer, the concludes both that extraction of groundwater from the well is not likely to interfere with the production and functions of existing nearby wells and is not likely to cause subsidence that would adversely impact or damage nearby infrastructure. (See Action 9(b) of Executive Order N-7-22)

By signing below, I hereby certify that the acknowledgments above are understood and accepted and will be incorporated into the terms and conditions of any well permit issued pursuant to the Well Application.

Thomas Martin  
\_\_\_\_\_  
Printed Name

11-03-2022  
\_\_\_\_\_  
Date

*Thomas Martin*  
\_\_\_\_\_  
Signature





## WATER WELL CONSTRUCTION/REPAIR & PUMP REPAIR/REPLACEMENT APPLICATION & PERMIT

ENVIRONMENTAL MANAGEMENT DEPARTMENT (EMD) – ENVIRONMENTAL COMPLIANCE DIVISION  
11080 WHITE ROCK ROAD • SUITE 200 • RANCHO CORDOVA, CA 95670  
TELEPHONE (916) 875-8400 FAX: (916) 875-8513 EMAIL: wells@sacounty.net

**WELL INSPECTION HOTLINE: (916) 875-8524**

**FOR OFFICE USE ONLY**

EMD PERMIT NUMBER(S): \_\_\_\_\_

DATE APPLICATION ACCEPTED: \_\_\_\_\_

(EXPIRES 1-YR FROM DATE OF APPROVAL)

**WELL APPLICATION**

Well/Boring ID Number(s):	Property Owner Name: <b>Bonnie Brown DuFrene</b>	Well Drilling Contractor: <b>Greg Briski</b>
Site Address: <b>8955 lone Rd Sloughouse, CA</b>	Property Owner Address: [REDACTED]	Contractor Mailing Address: [REDACTED]
Nearest Major Cross Street(s): <b>Mustany Alley</b>	Property Owner Phone Number: [REDACTED]	Contractor Phone Number: [REDACTED]
Parcel Number: <b>128-0150-021</b>	Property Owner E-mail: [REDACTED]	Contractor E-mail: [REDACTED]
GPS Coordinates (Decimal): <b>38°26'18.1"N 121°02'47.5"W</b>	Site Contact: <b>Thomas Martin</b>	Site Contact Phone: [REDACTED]
		Contractor's CSLB Lic# <b>237647</b> Expiration Date: <b>Nov 30, 2023</b>

**NEW WATER SUPPLY WELLS (4910)**

**OK EN**

INTENDED USE:     Domestic/Private     Irrigation/Agricultural     Municipal     Small Water System

DRILLING METHOD:  Cable Tool     Mud Rotary     Air Rotary     Auger     Driven     Other:

**PROPOSED SPECIFICATIONS (ATTACH WELL DIAGRAM AS NEEDED):**

Borehole	Diameter (in):	Depth (ft.):	Secondary Borehole <i>*Complete if a conductor has been installed.</i>	Diameter (in):	Depth (ft.):	Screened Intervals
	<b>8.5"</b>	<b>425' est.</b>				_____ (ft.) to _____ (ft.)
<b>Annular Seal</b>	<b>2"</b>	<b>50'</b>	<b>Production Casing</b> <input type="checkbox"/> Steel or <input type="checkbox"/> PVC <i>(Shall meet ASTM std.)</i>			and
<b>Production Casing</b> <input checked="" type="checkbox"/> Steel or <input type="checkbox"/> PVC <i>(Shall meet ASTM std.)</i>	<b>6 5/8" OD</b>	<b>425' est</b>	<b>Transition Seal</b>	Material:		and
<b>Conductor Installation</b> <input type="checkbox"/> Permanent <input checked="" type="checkbox"/> Temporary <i>(Go to next column)</i>	<b>10" OD</b>	<b>50"</b>	<b>Secondary Annular Seal</b>	Depth: _____ (ft.) to _____ (ft.)		and
<b>Sealing Material</b>	<input type="checkbox"/> Sand Cement (10.3 min.) <input type="checkbox"/> Concrete (6 sack mix) <input type="checkbox"/> Bentonite (Consult w/ Dept.) <input checked="" type="checkbox"/> Neat Cement			Diameter (in):		_____ (ft.) to _____ (ft.)
				Depth (ft.):		

**WELL/PUMP REPAIR**

<input type="checkbox"/> Vault Box Repair (4912)	<input type="checkbox"/> Well Repair (496R)	<input type="checkbox"/> Liner Installation (496R)	<input type="checkbox"/> Deepening (496R)	<input type="checkbox"/> Pump Repair (496R)	<input type="checkbox"/> Pump Replacement (4965)	<input type="checkbox"/> Rehab (4965)
Pump Contractor's Name:				Pump Contractor's License Number:		
Pump Type (Existing):		Pump Type (New):		Pump HP (New):		Pump's Estimated GPM (New):

**OTHER**

If the driller does not plan to use cable tool drilling, identify the centralizers' interval placement (every # of feet): \_\_\_\_\_

**APPLICANT INFORMATION**

I understand and agree that all work associated with this permit is required to be done in accordance with Sacramento County Code Chapter 6.28 (Well Ordinance), California Department of Water Resources Well Standards, and the conditions of this permit. I understand that permitting and inspection time in excess of the original fee amount will be billed to the applicant - As authorized by SCC 6.99.180. I certify that the information given in this permit is correct to the best of my knowledge and that the signature below, whether original, electronic, or photocopied, is authorized and valid. Each page of this document has been reviewed and is complete and correct. I understand that it is my responsibility to notify the well owner of their responsibility to provide EMD with property access for a final well inspection. **An Authorization Letter is required if an Agent is submitting this application on behalf of the well owner or well driller.**

Applicant Name: <b>Bonnie Brown DuFrene</b>	Applicant Signature: <i>Bonnie Brown DuFrene</i>	Date: <b>9.27.2022</b>
Applicant Company Name:	Applicant Office Phone Number:	
Applicant Mailing Address: [REDACTED]	Applicant Mobile Phone Number: [REDACTED]	
	Applicant E-Mail: [REDACTED]	

Applicant is the:     Well Contractor     Agent (Requires Authorization Form)     Property Owner

**IMPORTANT- GIVE AT LEAST 24-HOUR NOTICE TO THE EMD WELL INSPECTION LINE WHEN SCHEDULING YOUR INSPECTION**

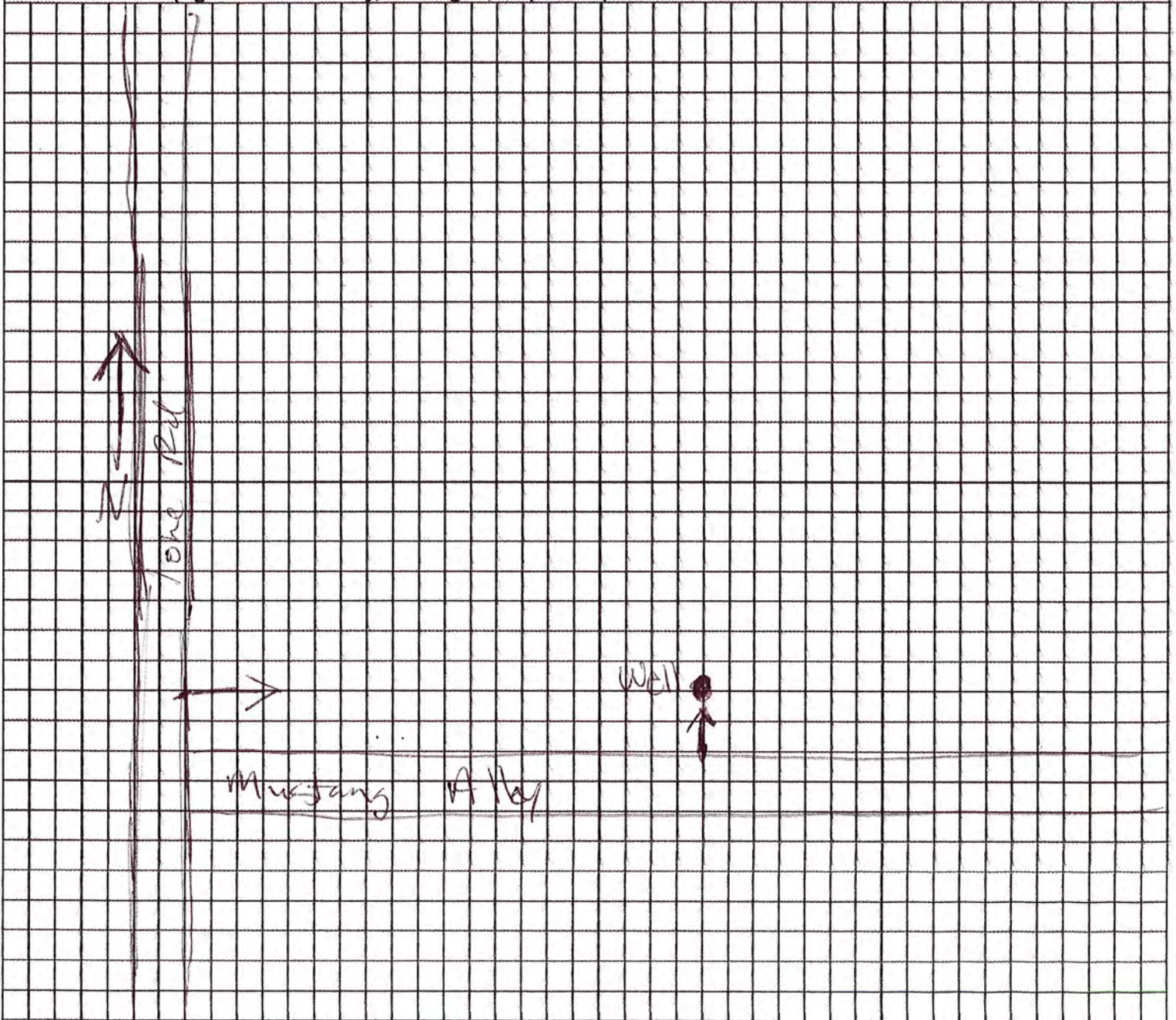
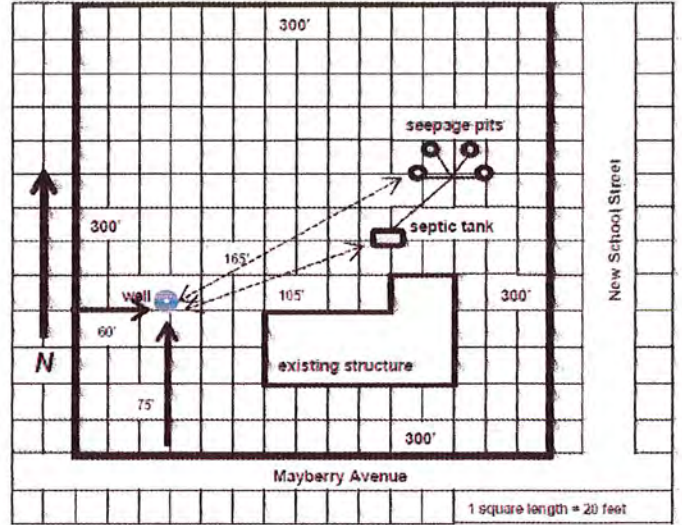


**MINIMUM REQUIREMENTS**

1. North arrow, parcel dimensions, and scale (1-inch = 25 feet)
2. Minimum of two measurements (with right angles) to the proposed well in feet (must be able to locate well using the site plan).
3. Location of site features including major buildings, landscaped areas, tank fields, existing wells, septic systems, easements, cross streets, etc.
4. Setback distances in feet to all existing wells, septic systems (including all adjacent parcels w/in 150 feet of proposed well site), and other potential pollution sources.
5. For some remote sites, include appropriate landmarks so that inspector can locate project site (e.g. access and driveway approach, mile post markers, equipment staging location).
6. **NOTE:** Incomplete site plans will delay permit processing.

Well Site Address: 8955 lone Rd Sloughhouse, CA  
 Well's GPS Coordinates: 38°26'18.1"N 121°02'47.5"W  
 Well Permit Number: \_\_\_\_\_  
 Other Conditions (e.g. Gated Community, locked gate, etc.): \_\_\_\_\_

**EXAMPLE:**





## GENERAL WELL PERMIT REQUIREMENTS

(SEE SACRAMENTO COUNTY CODE (SCC) CHAPTER 6.28 FOR DETAILED LOCAL WELL REQUIREMENTS)

1	The annular seal's minimum borehole size must be at least 4 inches greater in diameter than the outside diameter of the well casing and any other pipe(s) in the borehole. This borehole will be drilled to the minimum annular seal depth [SCC 6.28.040(A)(2)(e)].
2	The minimum annular seal depth requirement is 50 feet below ground surface concurrently anchored in an impervious soil layer. At time of inspection, the applicant is required to provide a soil log demonstrating the annular seal is anchored in an impervious soil layer and to physically measure the annular seal depth [SCC 6.28.040(A)(2)(a)]. Deeper seals may be required in certain conditions, such as if the following setbacks are not met: A. 50 feet away from any sewer line, stream/ditch/drainage course, pond or lake, or public water supply well; B. 100 feet away from a septic tank, leach lines, deep leach trench, animal or fowl enclosure; and C. 150 feet away from a septic leaching pit or hazardous materials tank [SCC 6.28.040(A)(1)(a)].  <b>EMD REQUIRED MINIMUM SEAL DEPTH:</b>
3	An EMD inspection is required for sealing material placement. Contact (916) 875-8524 to request an inspection; a minimum of 24-hours' notice is required [SCC 6.28.90].
4	<b>EMD APPROVED ANNULAR SEALING MATERIALS</b> <b>Neat cement</b> will be mixed at a ratio of one ninety-four (94) pound sack of Portland cement to 5 to 6 gallons of clean water. Additional water may be required where special additives, such as bentonite, accelerators, or retardants are used. <b>Sand cement</b> will be mixed at ratio of not more than one hundred eighty-eight (188) pounds of sand to one ninety-four (94) pound sack of Portland cement (2 parts sand to 1 part cement, by weight) and about 7 gallons of clean water. This is equivalent to a "10.3 sack mix." Less water shall be used if less sand than 2 parts sand per 1 part cement by weight is used. Additional water may be required when special additives, such as bentonite, accelerants, or retardants are used. <b>Concrete</b> will consist of Portland cement and aggregate mixed at a ratio of at least 6 ninety-four (94) pound sacks of Portland cement per cubic yard of aggregate. The size of the aggregate must be less than 1/5 <sup>th</sup> the radial thickness of the annular seal. <b>Bentonite clay</b> may only be used with prior EMD approval. Bentonite shall be commercially prepared, powdered, granular, pelletized or chipped sodium montmorillonite clay. The size of pellets or chips must be less than 1/5 <sup>th</sup> the radial thickness of the annular space. Bentonite slurries are not approved [SCC 6.28.040(A)(2)(d)]. <b>EMD staff will reject any sealing materials during inspection that do not meet standard.</b>
5	Transition seal materials can be up to 5 feet in length, consist of bentonite or fine sand, and must be placed in the annular space using a tremie device or equivalent to separate filter pack and cement-based sealing materials. If bentonite is used and the interval to be sealed is dry, water shall be added to the transition seal and allowed to set for at least two hours before placement of cement-based sealing material [SCC 6.28.040(A)(2)(f)].
6	All casing material must meet the size and material standards listed in 6.28.040(A)(5).
7	Centralizers shall be equipped on the production casing to ensure the 2-inch minimum radial thickness of the annular space is maintained, unless otherwise approved by EMD [SCC 6.28.040(A)(2)(f)].
8	Temporary conductor casing shall be withdrawn as sealing material is placed between the well casing and borehole wall, be placed at least to the minimum annular seal depth, and kept at a sufficient height above the bottom of the temporary conductor casing as it is withdrawn. If a permanent conductor casing is installed, an oversized hole, at least 4 inches greater in diameter than the outside surface of the permanent conductor casing shall be drilled to the bottom of the conductor casing or to at least the minimum annular seal depth and the annular space between the conductor casing and the borehole wall shall be filled with sealing material. A welded cover shall be installed over the top in the space between the conductor casing and the well casing (see Bulletin 74-81, page 33, Figure 5B) [SCC 6.28.040(A)(2)(c)].
9	<b>Proper Disposal of Drilling Fluids and Soil Cuttings.</b> The applicant is required to see that safe and appropriate measures are taken in the handling and disposal of drilling fluids, soil cuttings, and other materials used or generated in connection with the permitted work. All drilling wastes must be controlled so as not to create conditions that violate applicable local, State and Federal regulations [SCC 6.28.030(E)(2)].
10	Mud pits created to confine drilling fluids shall be maintained during the well drilling operation so as not to be a nuisance. It shall be the applicant's responsibility to see that the mud pit is properly evacuated and backfilled upon completion of the job [SCC 6.28.030(E)(3)].
11	The well casing, vent, electrical box, and water storage tank must extend above ground surface or the base flood elevation, whichever is higher (private water well: at least 12 inches above; municipal water well: at least 18 inches above) [SCC 6.28.040(A)(3)].  <b>MIN. CASING HEIGHT:</b>
12	The base or pad shall extend at least two feet (24 inches) laterally in all directions from the outside of the well boring, unless otherwise approved by the Enforcement Agency. The base shall be a minimum of four inches thick. [SCC 6.28.040(A)(3)(a)(5)].
13	The well cannot encroach on any easement (information available through the County Assessor's Office) [SCC 6.28.030(A)(1)].
14	Gravel used in gravel-packed wells shall come from clean sources, be thoroughly washed before placement into the well, and disinfectants will be added to the gravel at a uniform rate [SCC 6.28.040(A)(4)].
15	This permit may be revoked if the well is not in compliance with regulatory standards. Permittee and well owner agree to construct, operate, and maintain the well according to all applicable requirements listed in the Sacramento County Code and the California State Department of Water Resources (DWR) Well Standards [SCC 6.28.120(C)].
16	This permit is only valid for approved well-related work listed on the application. Well construction methods (e.g. drilling methods, annular sealing material, well depth, etc.) authorized under this permit may not be changed except by written approval of an authorized EMD representative and only if EMD believes that such a change will result in equal or superior compliance with the County and DWR Well Standards (e.g. if the EMD representative finds that site conditions warrant such a change) [SCC 6.28.120(C)].
17	This permit is only valid for the Assessor's Parcel Number listed on the application [SCC 6.28.120(B)(2)].
18	The permittee will notify EMD within 5 days of well work completion [SCC 6.28.090(C)].
19	The applicant shall submit a Well Completion Report (WCR) to EMD within 60 days of work completion [SCC 6.28.110(A)].
20	Well owner required to provide property access to EMD for final inspection; well cannot be put into service until final inspection completed [SCC 6.28.090(C)].
21	Permittee shall maintain a copy of the permit at the work site during all stages of permitted activities [6.28.030(E)(5)].







Consulting  
Engineers and  
Scientists

November 4, 2022  
Project 2204253

Sacramento County Environmental Management Department  
11080 White Rock Road, Suite 200  
Rancho Cordova, California 95670

**Subject: Proposed New Irrigation/Agricultural Supply Well  
8955 Ione Road  
Sloughhouse, CA**

Dear Madam/Sir:

This letter is written in support of the permit application to install a new irrigation/agricultural supply well, located at 8955 Ione Road, Sloughhouse, CA (**Figure 1**). In March 2022, Governor Newsom issued Executive Order N-7-22, which requires a California- licensed professional to evaluate whether a new well would “interfere with the production and functioning of existing nearby wells” and whether the new well would “cause subsidence that would adversely impact or damage nearby infrastructure.” This letter does not address the verification from the local groundwater sustainability agency (GSA) that the new well will not be inconsistent with the 2021 Groundwater Sustainability Plan (GSP) or the sustainability goal.

## **Background**

The Martin well is located in the Cosumnes Groundwater Basin, within the Sloughhouse Resource Conservation District GSA, which is a member of the Cosumnes Groundwater Authority. The 88.5-acre property is owned by Bonnie Brown DuFrene, who is the grandmother of the well proponent, Thomas Martin. Briski Well Drilling Company has prepared a permit application for a nominal 6-inch-diameter well to a depth of 425 feet. The driller estimated the well capacity at 100 gallons per minute from 60 feet of screen.

## **Evaluation of Information**

### ***Potential Impact on Existing Nearby Wells***

According to the 2021 GSP for the subbasin, a single Principal Aquifer is present in the Cosumnes Subbasin and is mostly comprised of three geologic formations, including the Laguna Formation, Mehrten Formation, and Valley Springs Formation. These formations are hydraulically connected and a basin-wide barrier to vertical flow was not identified during GSP preparation. Moreover, wells have been installed throughout the basin in all formations at various depths and these wells generally produce groundwater with similar chemical (ionic) compositions. The Martin well will likely be completed in the Valley Springs Formation of the Principal Aquifer.

The following table identifies several existing wells in the vicinity of the proposed wells. **Figure 1** shows the locations of these wells. This inventory was developed from the SGMA<sup>1</sup> Data Viewer website by the California Department of Water Resources (DWR). A total of seven Well Completion Reports (WCR) were identified via this website at distances between 0.8 miles and 1.3 miles from the proposed well (median: 1.1 miles). Four other entries were identified by DWR but WCRs were not provided for these wells.

**Inventory of Existing Wells**

PLSS - WCR	Well Diameter	Well Depth	Distance from Martin Wells	Direction	Estimated Yield, gpm
07N08E13 - 181837	12"	440'	4,200'	north	430
07N08E16 - 435240	4"	220'	9,700'	southwest	45
07N08E23 - 176704	6"	300'	6,400'	northwest	Not stated
07N09E19 - 1093608	6"	240'	Not defined adequately	northeast	45
07N09E30B - 165888	6"	197'	4,000'	north	20
07N09E31 - 932286	6"	335'	6,300'	southeast	Not stated
07N09E31D - 234552	6"	385'	4,800'	South	Not stated

Two of the wells included drawdown data which allowed the calculation of specific capacity (SC). Well 07N08E13 - 181837 was estimated to have a capacity of 430 gallons per minute (gpm) with a SC of 11 gpm per foot of drawdown (ft-dd). The capacity of Well 07N09E30B - 165888 was estimated at 20 gpm with a SC of 20 gpm/ft-dd. According to Driscoll<sup>2</sup>, the transmissivity of the aquifer can be estimated from SC by multiply the SC by 1500 for an unconfined aquifer or by 2000 for a confined aquifer. As such, the transmissivity from the two SC values above could range from 17,000 to 30,000 gallons per day per foot (gpd/ft) for unconfined groundwater to 22,000 to 40,000 gpd/ft for confined groundwater.

The GEI Theis<sup>3</sup> calculator was used to estimate drawdown (potential impact) for an ideal aquifer at a distance of 4,000 feet or the distance to the closest existing well (07N09E30B – 165888). The transmissivity was set at 19,000 gpd/ft for semi-confined conditions and the storage coefficient (unitless) was set at 0.1, 0.01, and 0.001 for unconfined to semi-confined conditions. The operation of the Martin well was set at 100 gpm continuously for 153 days (May through September). The additional drawdown at the nearest well due to the Martin well is estimated to vary from 0.1 foot for unconfined conditions to as much as 2.4 feet for semi-confined conditions. This additional drawdown is not likely to interfere with the operations of the existing wells. More distance wells would experience less additional drawdown.

**Subsidence**

According to the 2021 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 measurement of vertical

<sup>1</sup> Sustainable Groundwater Management Act

<sup>2</sup> Driscoll, F.G., 1986, Groundwater and Wells: Johnson Division, St. Paula Minnesota, 1,089 p.

<sup>3</sup> Theis, C.V., 1935, The relation between the lowering of the piezometric surface and the rate and duration of discharge of a well using ground water storage. Transactions, American Geophysical Union, Washington D.C, pp 518-524.

displacement includes the use of 1) InSAR<sup>4</sup> satellite technology between January 2015 and October 2020 and 2) continuous readings from global positioning satellites (GPS). The mean InSAR reading was -0.05 feet over a range of -0.25 to 0.03 feet during the 5.8-year period, and the GPS value was -0.09 feet for the same period.

A review of InSAR data for a 12-month period ending July 1, 2022, shows vertical displacement values between -0.1 to 0.1 feet over the entire basin and a value of -0.033 feet or just 0.4 inches for the Martin well location. Overall, the well location has shown a cyclic monthly pattern of vertical displacement since February 2015, with a total displacement of -0.058 feet or -0.7 inches.

The operation of this irrigation well will not likely increase the potential for subsidence.

### Attestation

I, Rodney A Fricke, am a licensed Professional Geologist (PG 4089) and a Certified Hydrogeologist (CHg 11) in California and am employed by GEI Consultants Inc. For the reasons set forth above, I hereby attest that the proposed installation of the proposed irrigation well, located at 8955 Ione Road, Sloughhouse, CA, is not likely to interfere with the production and functioning of existing nearby wells, and is not likely cause subsidence that would adversely impact or damage nearby infrastructure.

If you have any questions, please contact me at 916.407.8539.

Sincerely,

GEI CONSULTANTS, INC.



Rodney A. Fricke  
PG 4089, CHg 11  
(Expires 30-Sep-24)

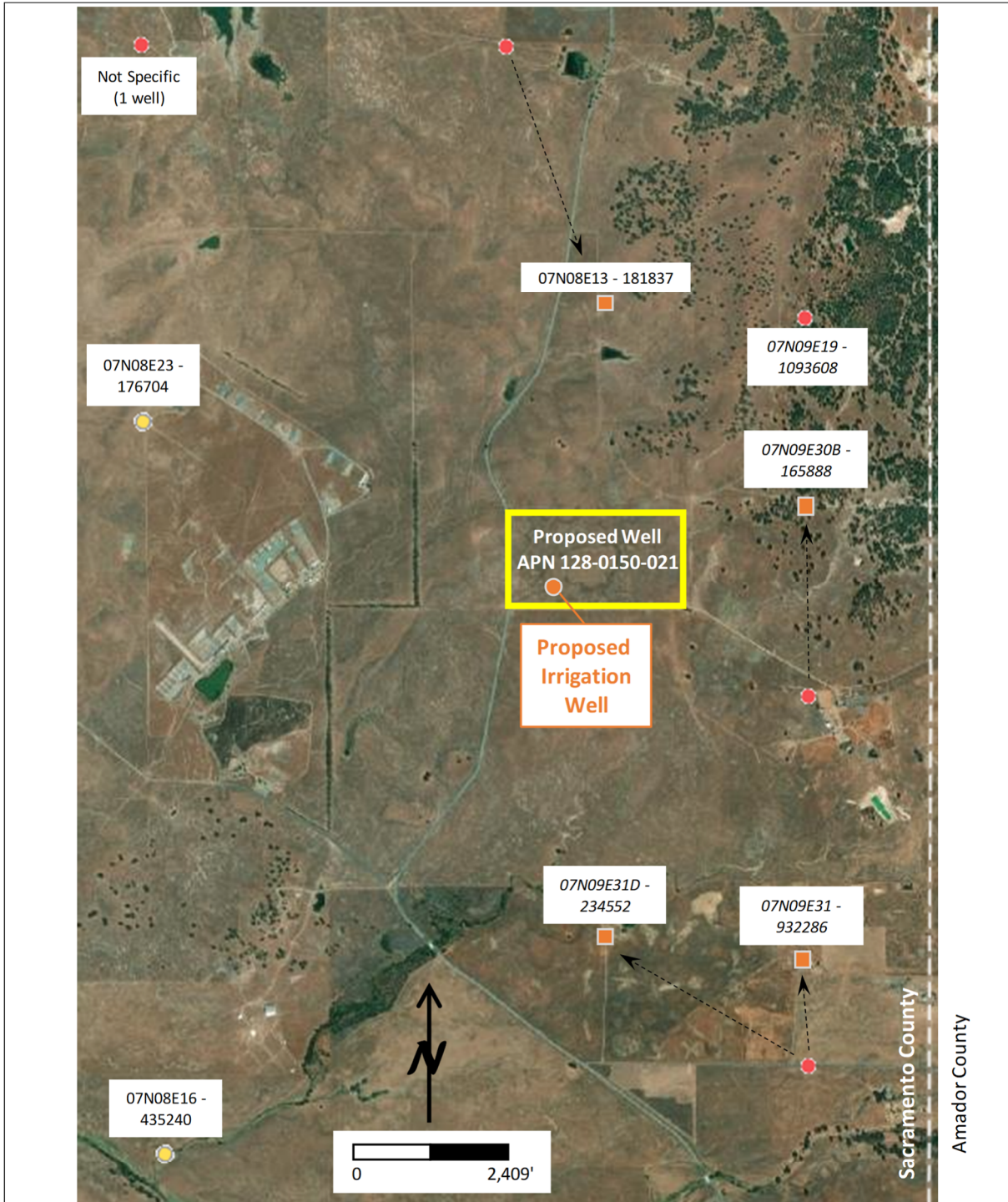


cc: Sloughhouse Resource Conservation District

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<sup>4</sup> InSAR = Interferometric Synthetic Aperture Radar





**Explanation**

- DWR well location by quarter-quarter section
- DWR well location by section centroid
- Location (approximate) of well from log

**Well Location Label:** 07N08E13 - 181837  
 Public Land Survey System - Well Completion Report

Centroid to location

Source: DWR SGMA Data Viewer

<b>Support Services for Well Permit Application</b>	 GEI # 2203486	<b>Well Location Map</b>
Thomas Martin	Nov-22	<b>Figure 1</b>



# SLOUGHHOUSE

## Resource Conservation District

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### **EXECUTIVE ORDER N-7-22 GROUNDWATER SUSTAINABILITY PLAN CONSISTENCY VERIFICATION LETTER**

The Groundwater Sustainability Plan (the “GSP”) for the Cosumnes Subbasin (“Subbasin”), establishes minimum thresholds and measurable sustainability goals for the Subbasin. Pursuant to Section 9.a. of Executive Order N-7-22, Sloughhouse Resource Conservation District Groundwater Sustainability Agency (“GSA” or “RCD”) has considered the proposed location, purpose, depth, and pumping contemplated in Consistency Review Request # \_\_\_\_\_ (“Well Application”) relative to the GSP’s minimum thresholds and sustainability goals and current groundwater conditions, and makes the following findings:

#### **Change in Total Groundwater Pumping:**

- The Well Application seeks to alter or replace an existing groundwater well within the Subbasin, for which **no increase in total groundwater pumping** by the altered or replaced well is contemplated.
- The Well Application seeks to install a new groundwater well or to alter or replace an existing groundwater well, in which **an increase in total groundwater pumping** by the altered or replaced well is contemplated.

#### **Groundwater Sustainability Agency Findings:**

- The GSA **VERIFIES** that the proposed installation/alteration of a groundwater well pursuant to the Well Application, and the extraction therefrom, would not be inconsistent with the sustainable groundwater management program established in the adopted GSP for the Subbasin, and such extraction would not decrease the likelihood of achieving a sustainability goal for the Subbasin.
- The GSA **IS UNABLE TO VERIFY** that the proposed installation/alteration of a groundwater well pursuant to the Well Application, and the extraction therefrom, would not be inconsistent with the sustainable groundwater management program established in the adopted GSP for the Subbasin, and would not decrease the likelihood of achieving a sustainability goal.

*The findings and written verification provided herein are based upon review of the adopted GSP for the Cosumnes Subbasin, and the information and representations contained in the attached Well Application and Property Owner Acknowledgment. Such determinations are subject to modification or revocation at any time the GSA receives relevant, material information, though the GSA has no obligation to notify the Property Owner or the County of any change to any finding upon which this verification is based. By issuing a well permit, the County accepts and acknowledges the GSA’s compliance with EO N-7-22.*

**I hereby verify that the GSA has reviewed the attached Well Application and Property Owner Acknowledgment in compliance with Executive Order N-7-22, and have marked each box above as applicable.**

Groundwater Sustainability Agency: Sloughhouse Resource Conservation District

Authorized Signer: Austin Miller, District Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date