



**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

599 El Camino Real  
Greenfield, CA 93927

**Meeting Agenda  
July 25, 2017  
4:00 P.M.**

**Your courtesy is requested to help our meeting run smoothly.**

Please follow the following rules of conduct for public participation in the meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the Agency to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

**PLEASE TURN OFF CELL PHONES AND PAGERS**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA**

This portion of the Agenda allows an individual the opportunity to address the Agency on any items not on closed session, consent calendar, public hearings, and agency business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Agency regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and in the event that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

**Meeting Agenda**  
**July 25, 2017**

**E. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the Agency, unless a request for removal for discussion or explanation is received prior to the time Agency votes on the motion to adopt.

**E-1. APPROVAL of the Minutes of the June 27, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency – *Page 1***

**E-2. ADOPT A Resolution of the Arroyo Seco Groundwater Sustainability Agency Adopting a Conflict of Interest Code – **Resolution GSA# 2017-09 – *Page 4*****

**F. AGENCY BUSINESS**

**F-1. DISCUSSION AND DIRECTION of Groundwater Sustainability Agency's Insurance Coverage**  
a. Oral Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action  
**Staff Recommended Action – Provide Direction**

**F-2. CONSIDERATION of Approval of Agreement with North Tree Enterprises, Inc. for Interim Management Services – *Page 13***  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action  
**Staff Recommended Action – Approve Agreement**

**F-3. CONSIDERATION of Groundwater Sustainability Plan Data and Methodology – *Page 18***  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action  
**Staff Recommended Action – Accept Report & Direct Staff**

**F-4. DISCUSSION AND DIRECTION Regarding GSP Grant Funding Opportunities – *Page 25***  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action  
**Staff Recommended Action – Direct Staff**

**F-5. STATUS of the NOI Filed for Petitioned Lands and Newly Submitted Petitions – *Page 27***  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action  
**Staff Recommended Action – Table Discussion of New Petitions**

**Meeting Agenda  
July 25, 2017**

**F-6. UPDATE Regarding Meeting with Facilitator – *Page 42***

- a. Staff Report
  - b. Public Comments
  - c. Agency Board - Comments / Review / Action
- Staff Recommended Action – Continue Discussions**

**F-7. DISCUSSION AND DIRECTION of Setting a Date for the SGMA Workshop**

- a. Oral Report
  - b. Public Comments
  - c. Agency Board - Comments / Review / Action
- Staff Recommended Action – Set Workshop Date**

**G. ADJOURNMENT**

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This agenda is duly posted outside City Hall and on the City of Greenfield web site

**ARROYO SECO  
GROUNDWATER SUSTAINABILITY AGENCY  
MINUTES**

**AGENCY SPECIAL MEETING OF JUNE 27, 2017**

**CALL TO ORDER**

Chair Thorp called the meeting to order at 4:00 p.m.

**ROLL CALL**

**PRESENT:** Chair Thorp, Vice Chair Griva, Board Member Rodriguez and Board Member Fontes

**ABSENT:** Board Member Walker

**STAFF:** Interagency Attorney Cochran, Interagency Attorney Silkwood, City Clerk Rathbun

**GUESTS:** Roger Moitoso, Alan Panzeria, Jason Smith, Neil Panzeria, Curtis Weeks, John Huerta

**PLEDGE OF ALLEGIANCE**

All recited the Pledge of Allegiance.

**PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA**

**CONSENT AGENDA**

**A MOTION** by Board Member Fontes, seconded by Board Member Rodriguez to approve the Minutes of the May 23, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

**A MOTION** by Vice Chair Griva, seconded by Board Member Fontes to approve the Minutes of the May 30, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

**AGENCY BUSINESS**

**ADOPT A RESOLUTION OF THE ARROYO SECO GROUNDWATER  
SUSTAINABILITY AGENCY APPROVING THE GROUNDWATER  
SUSTAINABILITY PLANNING  
RESOLUTION GSA #2017-07**

Staff report was given by Interagency Attorney Silkwood. She asked that the Board also consider a representative of the Board be established for the meeting with the State Water Resources Board on July 6<sup>th</sup> and another meeting on July 7<sup>th</sup> with Gina Bartlett for facilitation meeting.

**A MOTION** by Vice Chair Griva, seconded by Board Member Fontes to adopt **Resolution GSA #2017-07, "A Resolution of the Arroyo Seco Groundwater Sustainability Agency Approving the Groundwater Sustainability Planning"**. All in favor. Motion carried.

**ADOPT A RESOLUTION OF THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY TO BECOME THE GSA FOR PETITIONED LANDS RESOLUTION GSA #2017-08**

Staff report was given by Interagency Attorney Silkwood.

Roger Moitoso stated that he hoped the Board continued to move forward with the petitions from the landowners.

Alan Panzeria stated that he had contacted some of the landowners and they want local representation and hoped that the Board continued to move forward.

Jason Smith stated that he did not agree with the Arroyo Seco GSA and stated that there had to be a better way.

Neil Panzeria asked that the Board adopt the resolution so that the landowners that requested to be included in this GSA had the opportunity to join a GSA of their choice.

Vice Chair Griva stated that he felt strongly that the Board adopt the resolution and stated that the landowners wanted to be part of this GSA. Chair Thorp agreed.

Member Board Fontes stated that the Board had the right to continue to include these properties and the Board should honor the commitment that it made to the property owners and local control was always best.

Member Board Rodriguez stated that these properties should be included because the more properties the better.

Interagency Attorney Silkwood explained the next steps that would be taken if the resolution was adopted.

It was suggested that the Board have a workshop regarding all the options that were available.

**A MOTION** by Vice Chair Griva, seconded by Board Member Fontes to adopt **Resolution GSA #2017-08, "A Resolution of the Arroyo Seco Groundwater Sustainability Agency to Become the GSA for Petitioned Lands"**. All in favor. Motion carried.

**CONSIDERATION OF APPOINTMENT OF INTERIM GENERAL MANAGER TO THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY**

Staff report was given by Interagency Attorney Silkwood.

Curtis Weeks introduced himself and stated that he would be more than happy to work for the Board. He also gave a brief background of his education and work experience.

Interagency Attorney Silkwood stated that the fee would be \$6,000 for 40 hours per month and be split between the two GSAs. Mr. Weeks stated that he would be comfortable moving forward with no signed contract if the Board approved the agreement at this meeting.

John Huerta stated that he strongly encouraged that the Board appoint Mr. Weeks.

**A MOTION** by Board Member Rodriguez, seconded by Vice Chair Griva to appoint Curtis Weeks as the Interim General Manager to the Arroyo Seco Groundwater Sustainability Agency and direct staff to negotiate written agreements with landowners who have submitted petitions to provide funding to assist in, or facilitate the implementation of, a groundwater sustainability plan as allowed under Water Code Section 10726.5. All in favor. Motion carried.

#### **ADJOURNMENT**

Meeting at 4:52 p.m.

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Chair of the Groundwater Sustainability Agency

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City Clerk of the City of Greenfield



**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

**MEMORANDUM:** July 21, 2017  
**AGENDA DATE:** July 25, 2017  
**TO:** Board Members  
**FROM:** Mary Lerner, Agency Attorney  
**TITLE:** **A RESOLUTION OF THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY ADOPTING A CONFLICT OF INTEREST CODE**

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**BACKGROUND**

A conflict of interest code tells public officials, government employees, and consultants (“designated employees”) what financial interests they must disclose on their Statement of Economic Interest (Form 700). Financial interests include investments, business positions, income, loans, and gifts. The code requires different levels of disclosure (“disclosure categories”) for the designated positions. An accurate disclosure is essential to monitor whether officials, employees, and consultants have conflicts of interest and is the basis of the transparency that California’s Political Reform Act requires of public officials.

**DISCUSSION**

The Political Reform Act requires every local government agency, including the ASGSA, to adopt a conflict of interest code and review that code at least every two (2) years. Future amendments will be required to include new positions, revise disclosure categories, revision to titles of existing positions, deletion of titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

**ALTERNATIVES**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

**ADOPT RESOLUTION GSA #2017-09 A RESOLUTION OF THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY ADOPTING A CONFLICT OF INTEREST CODE**

**ATTACHMENTS:**

Resolution No. 2017-09

**RESOLUTION 2017-09**

**A RESOLUTION OF THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY ADOPTING A CONFLICT OF INTEREST CODE**

**WHEREAS**, the Political Reform Act (Government Code section 87100 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

**WHEREAS**, the Arroyo Seco Groundwater Sustainability Agency desires to adopt a conflict of interest code to be routinely reviewed and updated as necessary to comply with applicable law; and

**WHEREAS**, the conflict of interest code must contain required disclosure categories and a list of designated officials and employees who must file statements of economic interest.

**NOW, THEREFORE, BE IT RESOLVED** by the Arroyo Seco Groundwater Sustainability Agency (“ASGSA”) that:

1. The Conflict of Interest Code for the ASGSA is hereby adopted as set forth in Exhibit A attached to this Resolution.

2. Those officials and employees designated in Exhibit A, whether elected, appointed, or otherwise hired, shall file statements of economic interests, upon assuming office, leaving office, and during each year in office, with either the Monterey County Clerk-Recorder’s Office or Clerk of the Board of Supervisors of the County of Monterey, as designated in Exhibit A, and the County Clerk-Recorder is the filing officer with the Fair Political Practices Commission pursuant to Government Code section 87500. In accordance with Government Code section 81008, the Clerk of the Board of Supervisors of the County of Monterey and the County Clerk-Recorder’s Office, as appropriate, shall make all statements retained available for public inspection and reproduction.

PASSED AND ADOPTED by the Board of Directors of the Arroyo Seco Groundwater Sustainability Agency at a special meeting held on the 25<sup>th</sup> day of July 2017 by the following vote:

AYES, and all in favor, thereof, Directors:

NOES, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

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Jim Thorp, Chairman, Board of Directors

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City Clerk of the City of Greenfield



## **EXHIBIT A**

### **ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY**

#### **CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. The terms of the standard code incorporated herein, along with the attached Exhibits designating positions (Exhibit "A") and establishing disclosure categories (Exhibit "B"), will constitute the conflict of interest code of the Arroyo Seco Groundwater Sustainability Agency.

Except for those persons listed in Government Code Sections 87500(e) and 87500(g) and described in the next paragraph, all Individuals holding designated positions shall file their statements of economic interests with the Clerk of the Board of Supervisors, who shall retain the original statements and make the statements available for public inspection and reproduction. (Gov. Code Section 81008)

Upon receipt of the statements, the County Clerk-Recorder's Office shall make and retain a copy of each statement and forward each original to the Fair Political Practices Commission. The copies retained shall be available for public inspection and reproduction. (Gov. Code Section 81008)

BOARD OF THE ASGSA

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

Board Members

1

## CONSULTANTS

### DESIGNATED POSITIONS

Those Consultants determined by the Board to be in a “decision making” capacity

### DISCLOSURE CATEGORY

As determined by the Board

ADMINISTRATION

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

General Manager

1

ASGSA COUNSEL'S OFFICE

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

Agency Counsel

1

CLERK

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

Agency Clerk

1

## **EXHIBIT B**

### Disclosure Categories

Economic interests, including investments and business positions in business entities, interests in real property, and all sources of income (including loans, gifts, and travel payments), must be disclosed in accordance with applicable Fair Political Practice Commission (FPPC) guidelines.

“Jurisdiction” means the Arroyo Seco Groundwater Sustainability Agency. Real property is deemed to be within the jurisdiction if the property or any part of it is located in or within the boundaries/management areas of the Arroyo Seco Groundwater Sustainability Agency.

#### Disclosure Category No. 1

##### (Broad Responsibilities)

Designated officials and employees in this category must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gifts, and travel payments) from any source, that is either (a) located in the boundaries of the Arroyo Seco Groundwater Sustainability Agency, (b) planning to do business in the boundaries of the Arroyo Seco Groundwater Sustainability Agency, or (c) have done business in the boundaries of the Arroyo Seco Groundwater Sustainability Agency during the previous two calendar years, and reportable interests in real property located in the jurisdiction of the boundaries of the Arroyo Seco Groundwater Sustainability Agency. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.

#### Disclosure Category No. 2

##### (Department/Division Decision-Making Responsibilities)

Designated officials and employees in this category must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gifts, and travel payments) from any source, that is located in, doing business in, or planning to do business in the boundaries of the Arroyo Seco Groundwater Sustainability Agency, and is either (a) subject to the regulatory, permitting, or licensing authority of the official's or employee's department or division, or (b) provides services, supplies, materials, machinery, or equipment of the type utilized by the official's or employee's department or division. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.



**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

**MEMORANDUM:** July 21, 2017  
**AGENDA DATE:** July 25, 2017  
**TO:** Board Members  
**FROM:** Pam Silkwood, Interagency Attorney  
**TITLE:** **INTERIM GENERAL MANAGER**

**BACKGROUND:**

On June 27, 2017, the Arroyo Seco GSA Board of Directors appointed Curtis Weeks to become the interim General Manager for the GSA. The attached draft agreement is to memorialize the action taken by the Board on June 27, 2017.

**RECOMMENDED ACTION:**

Recommended Action: Approve Agreement for Interim Management Services



## AGREEMENT FOR INTERIM MANAGEMENT SERVICES

This Agreement for Interim Management Services (“Agreement”) is made effective as of the last date next to the signatures below by and between Arroyo Seco Groundwater Sustainability Agency (“ASGSA”) and North Tree Enterprises, Inc., a California Corporation (“Consultant”).

### RECITALS

- A. The ASGSA requires interim services as they relate to management and consulting services to meet its obligations under the Sustainable Groundwater Management Act (“SGMA”).
- B. Consultant is experienced and qualified to perform the required services.
- C. The ASGSA desires to engage Consultant, on an interim basis, to perform the management and consulting services consistent with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of each other’s mutual promises, the parties hereto agree as follows:

### AGREEMENT

1. Scope of Services. The ASGSA hereby engages Consultant as independent contractor to perform the consulting services of an Interim General Manager for the purpose of performing groundwater sustainability planning as required under SGMA. Consultant designates the following individual(s) as Consultant’s employee to perform the scope of work as further defined and described in Exhibit A, which is attached hereto and incorporated herein: **Curtis V. Weeks.**

2. Service Standards. Consultant shall perform the services described in Exhibit A in a good and workmanlike manner in accordance with the standards, practices, and procedures that would be reasonably expected from an experience service provider in the industry or profession for the areas anticipated by this Agreement. Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, including those of any its subcontractors or sub-consultants.

3. Term of the Agreement. Subject to Paragraph 4 below, the term of this Agreement shall be one year, commencing on June 27, 2017 and expiring on June 27, 2018, unless extended by mutual agreement of the parties or terminated earlier by either party as provided for herein.

4. Termination. The Agreement shall be terminated if any of the following occur:
- (a) Whenever the parties mutually agree in writing.
  - (b) With or without cause, by the Board of Directors of the ASGSA. The Board of Directors may terminate this Agreement at any time upon thirty (30) days’ written notice provided, however, that if the ASGSA terminates this Agreement, the ASGSA shall pay Consultant for services rendered through the date of termination.

5. Compensation. The ASGSA will pay Consultant, as full compensation for performance of the services described in Exhibit A of this Agreement, Six Thousand Dollars (\$6,000) a month for forty (40) hours a month of services. Consultant shall submit an invoice on a monthly basis, and the ASGSA shall pay the invoice within sixty (60) day of receipt of the invoice. Under the Memorandum of

Understanding between Clark Colony Water Company and City of Greenfield, payment to Consultant can be made by these entities for the services rendered. Notwithstanding the foregoing, the ASGSA is responsible and liable for payment to Consultant for the services rendered.

6. Independent Contractor. Consultant represents that it has and will secure at its own expense any and all personnel, materials and related services required to perform the services under this Agreement. Consultant, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the ASGSA. Consultant, not the ASGSA, shall have exclusive and complete control over its employees and subcontractors, and shall determine the method of performing the services hereunder. The ASGSA, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof.

7. No Withholding. All sums of money paid to Consultant pursuant to this Agreement shall be paid without deduction or withholding of federal or state payroll or employment taxes of any kind or nature including but not limited to, income taxes, social security taxes, unemployment taxes, disability insurance taxes and similar items, and shall be evidenced by one or more Forms 1099 issued by the ASGSA to Consultant in accordance with applicable law.

8. No Benefits. Consultant, its employees and agents, are not employees of the ASGSA. The ASGSA will not provide employee benefits or entitlements of any kind or nature, including health insurance benefits, paid vacation, or any other benefits for Consultant or its employees or agents. Neither Consultant nor its employees are eligible for unemployment or workers' compensation benefits from the ASGSA.

9. Conflict of Interest. Consultant owes the ASGSA a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

10. Insurance. Prior to beginning any services under this Agreement, Consultant shall deliver to the ASGSA certificates of insurance evidencing the minimum coverages set forth in Exhibit C of this Agreement, which is attached hereto and incorporated herein.

11. Indemnification of the ASGSA. To the fullest extent allowed by law, Consultant shall indemnify the Agency from all liability for loss, damage, or injury to persons or property resulting from the negligence or misconduct of Consultant.

12. Additional Services. Should the ASGSA desire additional services, over and above those services detailed in Exhibit A, those additional services shall be engaged and charged on a mutually agreeable and negotiated basis. No additional services shall be undertaken by Consultant without a written agreement or amendment duly executed by the ASGSA.

13. Sub-consultants. Except with prior written approval of the ASGSA, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. In the event that Consultant employs sub-consultants or any person or entity involved by, for, with, or on behalf of Consultant in the performance or subject matter of this Agreement ("Sub-consultant"), it shall be the Consultant's responsibility to require and confirm that each Sub-consultant

meets the minimum insurance requirements specified above. Consultant shall require all Sub-consultants to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to ASGSA. Sub-consultants are to be bound to Consultant and to ASGSA in the same manner and to the same extent as the Consultant is bound to ASGSA under this Agreement. Consultant shall be responsible to ASGSA for the performance of any and all Sub-consultants who perform work under this Agreement and any acts of negligence on their part. Consultant is solely responsible for all payments due to Sub-consultants.

14. Assignment and Successors. Consultant shall not assign any portion of the required services under this Agreement nor otherwise assign or transfer any interests in it without prior written approval of the ASGSA, which may be withheld or delayed by the ASGSA's sole and absolute discretion.

15. Compliance with law. In the performance of the services described in Exhibit A, Consultant shall comply with all applicable laws, ordinances or regulations of any governmental authority or agency having jurisdiction.

16. Equal Employment Opportunity. Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, disability, ancestry, or other protected characteristics of any employee of, or applicant for employment with, such Consultant.

17. Miscellaneous Provisions.

17.1 Entire Agreement. This Agreement, together with Exhibits and/or attachments, constitute the entire understanding between the parties with respect to the matters set forth herein, and they supersede all prior or contemporaneous understandings or agreements between the parties with respect to the subject matter hereof, whether oral or written.

17.2 Amendment. Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the parties, and then only to the extent set forth in such writing.

17.3 Attorney's Fees. In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

17.4 Venue. This Agreement shall be governed by the laws of the State of California.

17.5 Interpretation. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

17.6 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Agreement and the intentions of the parties.

17.7 Good Faith and Fair Dealing. The parties hereto acknowledge and agree that the performances required by the provisions of this Agreement shall be undertaken in good faith, and with both parties dealing fairly with each other.

17.8 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, Limited Liability Company or other form of organization or association of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ARROYO SECO GROUNDWATER SUSTAINABILITY  
AGENCY

By: \_\_\_\_\_  
Jim Thorp, Chair  
Board of Directors

NORTH TREE ENTERPRISES, INC.

By: \_\_\_\_\_  
Curtis V. Weeks  
President and CEO



**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

**MEMORANDUM:** July 21, 2017

**AGENDA DATE:** July 25, 2017

**TO:** Board Members

**FROM:** Pam Silkwood, Interagency Attorney

**TITLE:** **GROUNDWATER SUSTAINABILITY PLAN DATA AND  
METHODOLOGY**

The Sustainable Groundwater Management Act (SGMA) establishes the requirements for local groundwater management through the oversight of local agencies. Local agencies that have accepted the management responsibilities for sustainable use of groundwater resources are required to form Groundwater Sustainability Agencies (GSAs). The Greenfield/Arroyo Seco GSA (ASGSA) has submitted its Notice of Intent before the June 30, 2017 suspense date to comply with this requirement, and as the ASGSA begins to conduct its management of the groundwater, the next steps include understanding the management process and requirements of SMGA. Our focus now turns to the development of the data and the methods we will use for successful compliance with SGMA.

**BACKGROUND**

SGMA was enacted to prevent undesirable results from occurring in a groundwater basin. SGMA defines undesirable results as the following:

1. Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon. Overdraft during a period of drought is not sufficient to establish a chronic lowering of groundwater levels if extractions and recharge are managed as necessary to ensure that reductions in groundwater levels or storage during a period of drought are offset by increases in groundwater levels or storage during other periods.
2. Significant and unreasonable reduction of groundwater storage.
3. Significant and unreasonable seawater intrusion.
4. Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies.
5. Significant and unreasonable land subsidence that substantially interferes with surface land uses.

6. Depletions of interconnected surface water that has significant and unreasonable adverse impacts on beneficial uses of the surface water.

SMGA further requires each GSA to develop a Groundwater Sustainability Plan (GSP) in order to prevent the undesirable results of groundwater use from developing or to correct existing undesirable results that exist within a groundwater basin. The timing of GSPs is a function of whether the Groundwater Basin already is in overdraft or experiencing seawater intrusion. For GSAs that SGMA has identified as critically overdrafted high or medium priority, the GSP submittal date is January 31, 2020.

Looking over the list of groundwater results to prevent, our initial assessment of the ASGSA areas and lands, based upon reports from the Monterey County Water Resources Agency specific to the Arroyo Seco Cone, finds most if not all of the undesirable results are not present, however we will need to document those findings and develop a sustainability plan specific to the ASGSA. This is due to hydrologic connectivity between the Arroyo Seco Groundwater Basin and the adjacent Salinas Valley Groundwater Basin. There are differing opinions regarding whether there are, in fact, two groundwater basins or a single larger basin. By forming the ASGSA, we have established under SGMA that two basins exist, and will be managed by independent organizations.

In addition to the GSP, we will need to enter into a coordination agreement with the Salinas Valley Groundwater Sustainability Agency (SVGSA). SMGA Intra-Basin coordination agreements are agreements between GSAs with adjacent, hydrologically connected groundwater basins. The Coordination Agreement must include enough information to show how multiple GSPs will meet the SGMA requirements and the sustainability goals of each basin. Coordination Agreements include, but are not limited to, the following:

- A point of contact with the DWR.
- The responsibility of each GSA, and procedures for exchange of information and resolving conflicts between GSAs.
- A description of how GSAs utilized the same data and methodologies for assumptions in support of GSP development, including groundwater elevation data, a coordinated water budget, and sustainable yield.
- A description of how the GSPs implemented together satisfy the SGMA.
- The procedures for submittal of GSPs, GSP amendments, supporting information, monitoring data, and procedures for annual reporting and periodic evaluations.
- A description of a coordinated data management system.
- The identification of adjudicated areas within the basin, and local agencies that developed an Alternative Plan.

In order to develop the ASGSA GSP and to complete the Coordination Agreement between the ASGSA and the SVGSA, we will need to develop sufficient hydrological data to characterize the Arroyo Seco Groundwater Basin (ASGB) and the how it interacts with the Salinas Valley Groundwater Basin (SVGB). These data and methods will also be used to address the technical requirements of the Coordination Agreement between the ASGSA and the SVGSA.

As we begin to consider what data will be used and how that data will be evaluated, it will be critical to get good quality data and review available methodologies to minimize future costs and establish the methods ASGSA will employ.

### **DATA AND METHODOLOGY DISCUSSION:**

Under SGMA, Groundwater sustainability plans must include a description of the physical setting and characteristics of the aquifer system underlying the basin so that a clear understanding of the basin hydrogeology can be evaluated. The data required to conduct that evaluation that includes the following:

- (1) Historical groundwater data, to the extent available.
- (2) Groundwater levels, groundwater quality, subsidence, and groundwater-surface water interaction.
- (3) A general discussion of historical and projected water demands and supplies.
- (4) A map that details the area of the basin and the boundaries of the groundwater sustainability agencies that overlie the basin that have or are developing GSPs.
- (5) A map identifying existing and potential recharge areas for the basin. The map or maps will identify the existing recharge areas that substantially contribute to the replenishment of the groundwater basin. The map or maps will also be provided to the appropriate local planning agencies after adoption of the groundwater sustainability plan.

The GSP must have measurable objectives, as well as interim milestones in increments of five years, to achieve the sustainability goal in the basin within 20 years of the implementation of the plan, and a description of how the plan helps meet each objective and how each objective is intended to achieve the sustainability goal for the basin for long-term beneficial uses of groundwater.

The data we will need to collect will likely consist of:

1. Groundwater extraction data
  - a. MCWRA GEMS data
  - b. City of Greenfield well pumping data (if available)
  - c. Clark Colony Extraction data (if available)
  - d. Property Owners well extraction data (if available)
  - e. Other reports and documents
2. Groundwater elevation data
  - a. MCWRA Groundwater Monitoring Program Data
  - b. City of Greenfield well elevation data (if available)
  - c. ASGSA Property Owner well elevation data (if available)
  - d. MCWRA Historical Benefits Analysis Reports
  - e. Other reports and documents

3. Arroyo Seco River and tributaries flow and recharge rates and other surface water data
4. Water quality data from the extraction well sources or dedicated monitoring wells

Methods for evaluating the ASGB, developing the Coordination Agreement, and developing of the GSP will include:

1. Establishing sustainability objectives for the implementation of the plan
2. Utilizing the MCWRA historic model runs for the ASGB, Salinas Valley Integration Ground and Surface Water Model (IGSM circa 1994 and 2000).
3. Developing a Water Budget for existing and future water demand (planning horizon may exceed current general plan demands for the City of Greenfield). This may consist of a hydro-geologic ground and surface water model.
  - a. Develop boundary conditions between the ASGWB and the SVGB, this will be used to establish the contribution of the ASGB to the SVGB, and be a key element in the water budget for the basin from existing sources of information.
  - b. Estimate extractions for wet years and drought conditions
  - c. Estimate surface water contributions and outflow
  - d. Estimate rainfall contributions base on existing report data
4. Develop a monitoring network to confirm GSP objectives are met
5. Develop an estimate of the surface water environmental benefits provided by the Clark Colony Fish Screen Enhancement Project
6. Develop action thresholds for boundary conditions, surface water flow and other hydrologic conditions that could impact the ASGB
7. Plan area maps and other graphics

Given the amount of existing information available, it may not be necessary to develop a comprehensive groundwater model. The development of the water balance for the basin GSP can be developed with existing evaluations and updated data.

The most time sensitive issue for the ASGSA will be the Coordination Agreement with the SVGSA. The Agreement negotiations will drive most of the methods development and required data needed by the two organizations. Because the SVGAS is in the group of groundwater basin that are listed as high-priority, their GSP will need to be completed by January 31, 2020, and hence will put the Coordination Agreement and all of the negotiations in the critical path for the SVGSA, and by extension, the ASGSA. The selection of data sets to be included, how the operational criteria for future water budget analysis are used, boundary conditions and how basin boundaries are defined, and what type of model, if required, to be used will be issues to work through as soon as practical.



**REVIEWED AND RECOMMENDED:**

The ASGSA General Manger and Counsel have reviewed this report, and recommend that the Board of Directors receive the report and direct the General Manager to:













1. Begin collecting the data sets referenced above,
2. Use the California Water Department Bulletin 52 Arroyo Seco Cone Boundary or the MCWRA Zone 2C Arroyo Seco Cone Boundary to define the ASGSA boundary
3. Begin negotiations with the SVGSA on the data and methods to be utilized in the Coordination Agreement between the ASGSA and the SVGSA.

**ATTACHED:**

The Arroyo Seco Cone Area map images as presented in Bulletin 52 and by the MCWRA Zone 2C map.

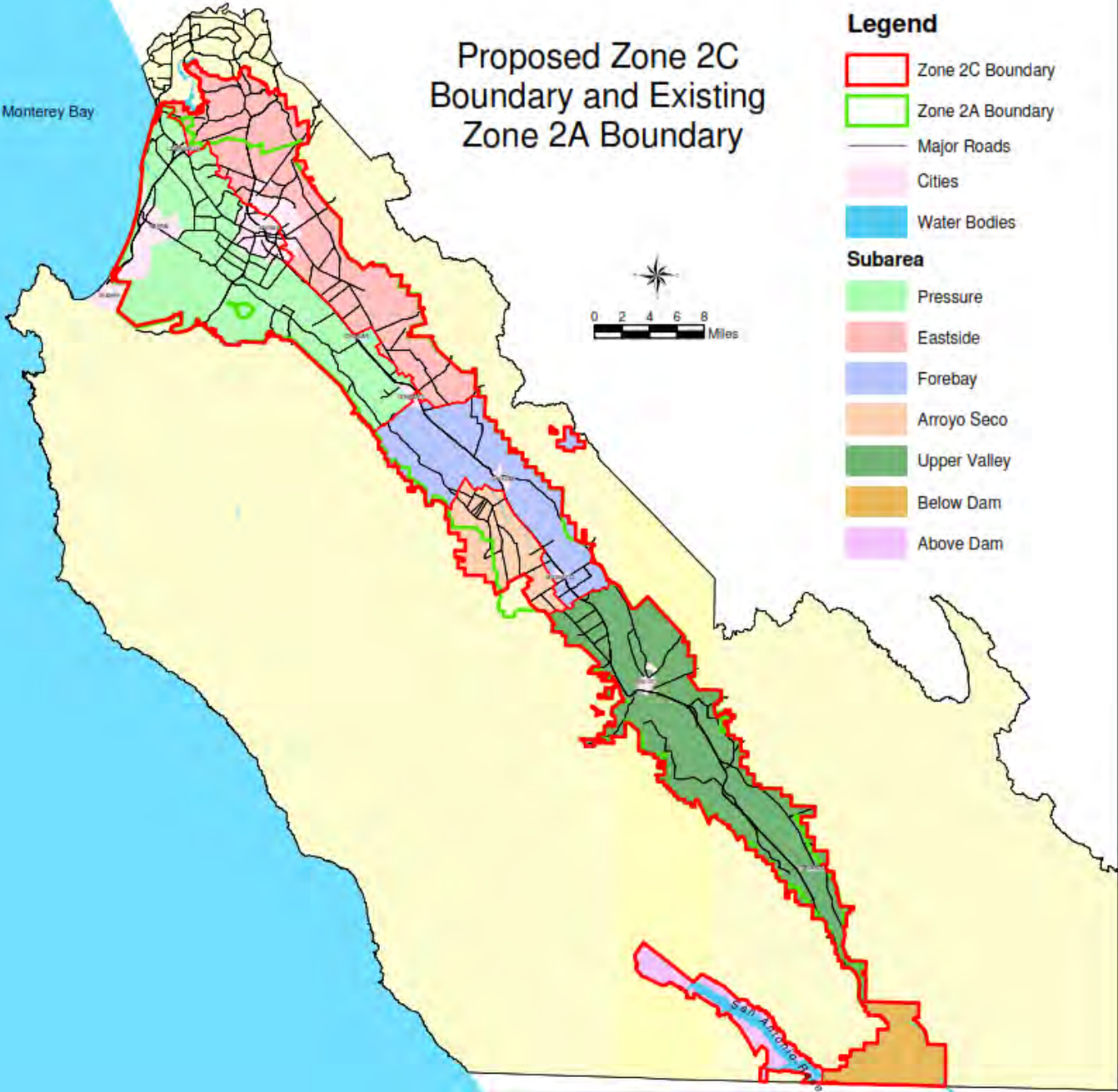
### Proposed Zone 2C Boundary and Existing Zone 2A Boundary

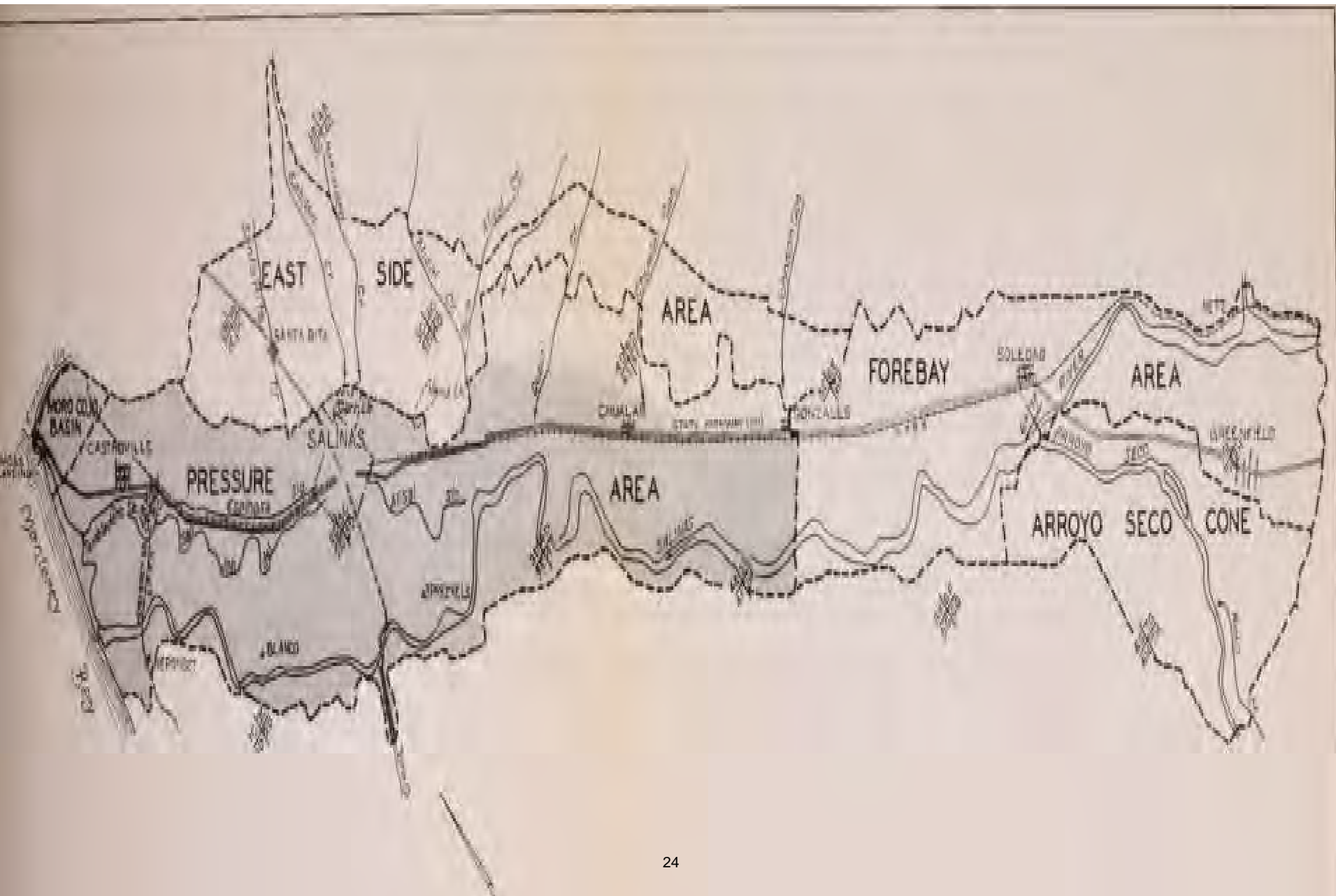
#### Legend

-  Zone 2C Boundary
-  Zone 2A Boundary
-  Major Roads
-  Cities
-  Water Bodies
- Subarea**
-  Pressure
-  Eastside
-  Forebay
-  Arroyo Seco
-  Upper Valley
-  Below Dam
-  Above Dam



Monterey Bay







**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

**MEMORANDUM:** July 21, 2017  
**AGENDA DATE:** July 25, 2017  
**TO:** Board Members  
**FROM:** Pam Silkwood, Interagency Attorney  
**TITLE:** **GSP GRANT FUNDING**

**BACKGROUND:**

The most likely path forward to acquire grant funding to support the development of the Arroyo Seco Groundwater Sustainability Agency's (ASGSA) Groundwater Sustainability Plan (GSP) will fall under the California Department of Water Resources (DWR) Sustainability Groundwater Planning Program (SGWP). The SGWP guidelines establish the general process, procedures, and criteria that DWR will use to implement the SGWP Grant Program, funded by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Under Proposition 1, DWR has been allocated \$100 million for competitive grants for projects that develop and implement groundwater plans and projects.

**GRANT FUNDING OPPORTUNITIES DISCUSSION:**

Proposition 1 sets aside \$100 million for grant funding. The Proposition 1 grant funding is further prioritized into the following categories:

1. Category 1 - \$10 million for Severely Disadvantaged Communities
2. Category 2 - \$90 million for Groundwater Sustainability Planning
  - a. Tier 1 – \$30 million for Critical Overdrafted basins
  - b. Tier 2 - \$60 million for other high and medium priority basins

Grants will have a 50% minimum cost share provision. The final proposal solicitation packet will be available in August of 2017, and first round of grant proposals will be accepted until October 2017. It is not clear if there will be additional rounds for grant funding proposals at this time.

Because the Arroyo Seco Groundwater Basin (ASGB) is not a severely disadvantaged community, recognized as an overdrafted basin, nor is it presently designated as a high or medium priority basin, it may be difficult to compete with other basins that meet the criteria established under Proposition 1 for grant funding. We may consider, for the purpose of the grant funding, our status as a sub-basin within the larger Salinas Valley Groundwater Basin (SVGB). Consequently, we will likely need to coordinate our efforts with the Salinas Valley GSA in order to be competitive within the program. The most effective path forward will need to be supported by the DWR and to the extent possible comply with the eligibility criteria for the SGWP program.

The ASGSA will also need to discuss our needs with the SGWP administration and determine how to best position the ASGSA for a GSP preparation grant.

**REVIEWED AND RECOMMENDED:**

The ASGSA General Manager and Counsel have reviewed this report, and recommend that the Board of Directors receive the report and direct the General Manager to:

1. Contact the DWR grant program manager and determine the status of the ASGB as it relates to the SVGB and opportunities to submit a grant funding proposal
2. Pending a favorable outcome with the DWR, determine the best process approach for grant acquisition, including coordination with the SVGSA.



**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

**MEMORANDUM:** July 21, 2017

**AGENDA DATE:** July 25, 2017

**TO:** Board Members

**FROM:** Pam Silkwood, Interagency Attorney

**TITLE:** **STATUS OF THE NOI FILED FOR PETITIONED LANDS AND ADDITIONAL PETITIONS**

**BACKGROUND:**

On June 27, 2017, the Arroyo Seco GSA Board of Directors unanimously approved becoming the GSA for petitioned lands contiguous to the City of Greenfield and Clark Colony Water Company's service area and directed the staff to submit a Notice of Intent (NOI) for the same to the Department of Water Resources (DWR) via a SGMA portal. On June 30, 2017, the NOI was submitted to the DWR. The DWR provided an acknowledgement of receipt of the NOI via e-mail, which is included as Exhibit A.

On July 12, 2017, Mark Nordberg of DWR provided comments to the NOI specific to discrepancies in the shape files for the map of the management area. Mr. Nordberg's e-mail is included as Exhibit B. In particular, the DWR questioned whether the GSA intended to manage the Upper Valley Subbasin. One parcel included in a landowner's petition straddles the Forebay and Upper Valley subbasins. Because of this parcel, the NOI showed that the GSA intends to manage portions of both the Forebay and Upper Valley subbasins. Because the Arroyo Seco GSA Board has consistently stated that it intended to manage that portion of the Forebay Subbasin, which can be referred to as the Arroyo Seco Subbasin, the map was corrected to reflect the same. The resubmission of the amended NOI was received on July 14, 2017. DWR acknowledged receipt of the amended NOI on July 14, 2017 (Exhibit C). On July 17, 2017, the DWR sent a notice that the GSA formation notice has been accepted and posted. That notice and the final NOI are included as Exhibits D and E, respectively.

Subsequent to the decision by the Arroyo Seco GSA Board of Directors to become the GSA for the petitioned lands, additional petitions were submitted. The petitions are included as Exhibit F. The petitioned lands are located within the Upper Valley Subbasin and outside of the Arroyo Seco cone. The Arroyo Seco GSA has consistently taken the position that the GSA should rightfully manage this portion of the Forebay Subbasin because of the 112-year relationship

between Greenfield, Clark Colony and the Arroyo Seco River and subbasin. On June 27, 2017, the Board decided that the Forebay Subbasin is a separate “basin” for the purpose of developing a groundwater sustainability plan and decided to proceed with managing that certain portion of the Forebay Subbasin, referred to as the Arroyo Seco Subbasin.

**REVIEWED AND RECOMMENDED:**

Because adding lands in the Upper Valley Subbasin complicates the scope of the groundwater sustainability plan, which is currently limited to the Arroyo Seco Subbasin, it is recommended that this Board not consider any additional petitions at this time. The Board may, at a later date, decide to add these lands to its management area if justifications for inclusion of these lands to the management area are established.

**RECOMMENDED ACTION:** Table Discussion of New Petitions

## Exhibit A



## Pamela Silkwood

---

**From:** SGMA Portal <no-reply@water.ca.gov>  
**Sent:** Friday, June 30, 2017 5:01 PM  
**To:** Pamela Silkwood  
**Cc:** Benjamin.Gooding@water.ca.gov; Charles.McKenzie@water.ca.gov; Pamela Silkwood; Mark.Nordberg@water.ca.gov  
**Subject:** SGMA GSA Submission

## Thank you for submitting a GSA formation notice.

**GSA Name:** Arroyo Seco Groundwater Sustainability Agency

**Basin(s)/Subbasin(s):** 3-004.04 FOREBAY AQUIFER, 3-004.05 UPPER VALLEY AQUIFER

**URL:** <http://sgma.water.ca.gov/portal/gsa/printworking/372>

In accordance with Water Code §10723.8(c), your decision to become a GSA "will take effect" 90 days after DWR posts this notice. However, if another notification is filed within the 90-day period that covers all or a portion of the same area, the decision "will not take effect" unless the conflicting GSA notices are either withdrawn or modified, or the overlapping notices are coordinated through a legal agreement to form a single GSA. The single GSA can be coordinated using a joint powers agreement (a single-agency GSA), a memorandum of agreement (a multiple-agency GSA), or other legal agreement per Water Code §10723.6.

If your GSA notice is overlapped within 90 days please sign-in to the system to determine the extent of overlap, resolve the overlap with the appropriate local agencies, and seek to reach agreement to identify a GSA, or GSAs, for your basin.

For additional information regarding GSAs and DWR's role in their formation, please contact Mark Nordberg at [Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov) or 916-651-9673 or one of the other DWR staff included on this email.

## Exhibit B

## Pamela Silkwood

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**From:** Nordberg, Mark@DWR <Mark.Nordberg@water.ca.gov>  
**Sent:** Wednesday, July 12, 2017 10:31 AM  
**To:** Pamela Silkwood  
**Cc:** Peisch, Amanda@DWR; McKenzie, Charles@DWR; Gooding, Benjamin@DWR; Boland-Brien, Samuel@Waterboards  
**Subject:** Arroyo Seco GSA 2  
**Attachments:** ASGSA Contiguous (2).pdf

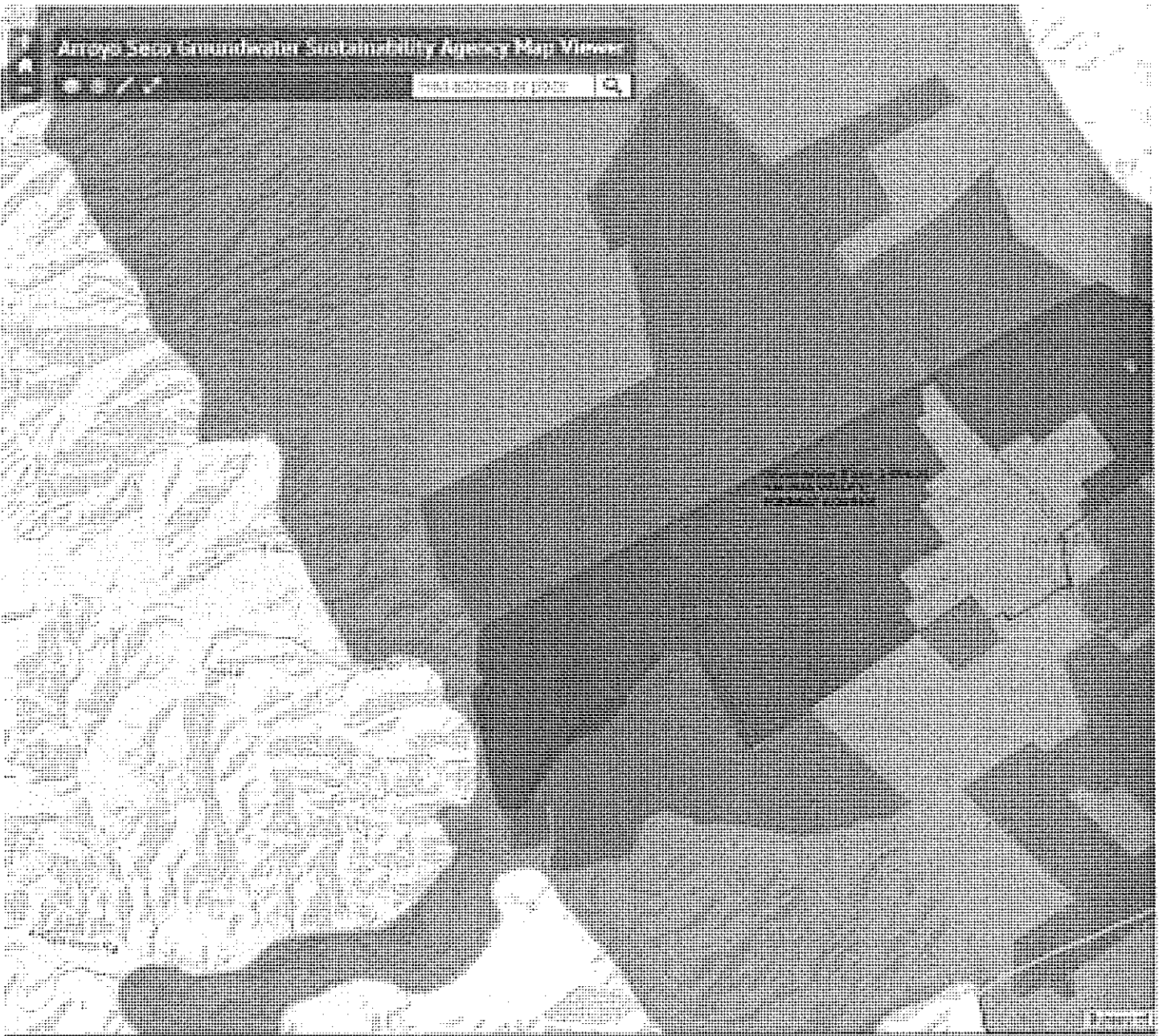
Hello,

DWR received the second GSA formation notice from the Arroyo Seco GSA group on June 30, 2017. DWR has 15 days to post complete notices, which is on July 15, 2017. While most of the information is considered complete for posting related to this notice, what I would like to point out includes the following:

1. The GSA boundary covers portions of the Forebay Aquifer Subbasin and the Upper Valley Aquifer Subbasin. The boundary of the Forebay Aquifer Subbasin is shown below in the screenshot.
2. The boundaries of the subbasins are not indicated on the attached map, which was uploaded to Section D2. Please show the boundaries of the subbasin (or subbasins) you intend to manage on that map, as your GSA area is in multiple subbasins. Please indicate local agency service area boundaries on this map, too.
3. The submitted resolution only addresses forming a GSA in the Forebay Aquifer Subbasin, not the Upper Valley Aquifer Subbasin, but both basins were selected on the SGMA Portal to manage.
4. By claiming GSA area in the Upper Valley Aquifer Subbasin it will cause the Salinas Valley Basin GSA in that basin to be placed in "Overlap" status, which could require State Water Board intervention. As such, I've included Sam Boland-Brien on this email to make him aware of potentially unmanaged areas in the Salinas Valley, since it is now past June 30, 2017.
5. If you only intend to manage areas in the Forebay Aquifer Subbasin, please resubmit a GSA map and shapefile that is constrained within that basin.
6. There are numerous areas where your GSA-1 shapefile is overlapping your GSA-2 shapefile – please resubmit a GSA-2 shapefile that does not overlap your other areas – your agency is overlapping itself.
7. The service area shapefile uploaded to Section D3 reflects the GSA boundary that was submitted as part of your initial GSA boundary, which was posted on April 27, 2017. Please resubmit a GIS shapefile that shows the service area boundary of the local agency or agencies submitting this GSA notice. If your GSA boundary is different from your service area boundary, you can explain the difference in Section D5. It appears that your GSA boundary is exceeding your service area boundary.
8. Once this information is provided, please resubmit your notification for the mapping changes to take effect.
9. If all required information is provided, your notification will be considered complete and will be posted, albeit in "Overlap" status in two subbasins, along with the Salinas Valley Basin GSA.

If you have any questions, please feel free to contact me or Sam Boland-Brien at the State Board.

Thanks, Mark.



**Mark Nordberg, P.G.**

Senior Engineering Geologist  
Sustainable Groundwater Management Program  
(916) 651-9673  
[Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov)

California Department of Water Resources  
Division of Integrated Regional Water Management  
Office: 901 P Street, Room 213-B, Sacramento, CA 95814  
Mail: P.O. Box 942836, Sacramento, CA 94236-0001  
<http://water.ca.gov/groundwater/sgm>

## Exhibit C

## Pamela Silkwood

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**From:** SGMA Portal <no-reply@water.ca.gov>  
**Sent:** Friday, July 14, 2017 7:52 PM  
**To:** Pamela Silkwood  
**Cc:** Benjamin.Gooding@water.ca.gov; Charles.McKenzie@water.ca.gov; Pamela Silkwood; Mark.Nordberg@water.ca.gov  
**Subject:** SGMA GSA Re-submission

# Thank you for re-submitting a GSA formation notice.

**GSA Name:** Arroyo Seco Groundwater Sustainability Agency

**Basin(s)/Subbasin(s):** 3-004.04 FOREBAY AQUIFER

**URL:** <http://sgma.water.ca.gov/portal/gsa/printworking/372>

**Submission Comments:** In response to the comments to the NOI provided by DWR via e-mail dated July 12, 2017, the following changes were made: 1. The boundary of the Forebay Subbasin is indicated on the map. The Forebay Subbasin (a portion thereof) is the subbasin the Arroyo Seco GSA intends to manage. 2. The local agency service area (City of Greenfield) is shown on the map. 3. Upper Valley Subbasin was de-selected because Arroyo Seco GSA does not intend to manage that subbasin. As stated above, the Arroyo Seco GSA intends to only manage a portion of the Forebay Subbasin. 4. A new shapefile was submitted to show the management area within the Forebay Subbasin only. 5. The overlap of shown by the shapefiles of GSA 1 and GSA-2 were corrected. 6. Section D5 provides an added explanation on why the GSA boundary exceeds the service area boundary of the local agency.

In accordance with Water Code §10723.8(c), your decision to become a GSA "will take effect" 90 days after DWR posts this notice. However, if another notification is filed within the 90-day period that covers all or a portion of the same area, the decision "will not take effect" unless the conflicting GSA notices are either withdrawn or modified, or the overlapping notices are coordinated through a legal agreement to form a single GSA. The single GSA can be coordinated using a joint powers agreement (a single-agency GSA), a memorandum of agreement (a multiple-agency GSA), or other legal agreement per Water Code §10723.6.

If your GSA notice is overlapped within 90 days please sign-in to the system to determine the extent of overlap, resolve the overlap with the appropriate local agencies, and seek to reach agreement to identify a GSA, or GSAs, for your basin.

For additional information regarding GSAs and DWR's role in their formation, please contact Mark Nordberg at [Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov) or 916-651-9673 or one of the other DWR staff included on this email.

## Exhibit D

## Pamela Silkwood

---

**From:** SGMA Portal <no-reply@water.ca.gov>  
**Sent:** Monday, July 17, 2017 8:41 AM  
**To:** Pamela Silkwood  
**Cc:** Benjamin.Gooding@water.ca.gov; Charles.McKenzie@water.ca.gov; Pamela Silkwood; Mark.Nordberg@water.ca.gov  
**Subject:** SGMA GSA Posted

## Your GSA formation notice has been posted.

**GSA Name:** Arroyo Seco Groundwater Sustainability Agency

**Basin(s)/Subbasin(s):** 3-004.04 FOREBAY AQUIFER

**URL:** <http://sgma.water.ca.gov/portal/gsa/print/372>

In accordance with Water Code §10723.8(c), your decision to become a GSA "will take effect" 90 days after DWR posts this notice. However, if another notification is filed within the 90-day period that covers all or a portion of the same area, the decision "will not take effect" unless the conflicting GSA notices are either withdrawn or modified, or the overlapping notices are coordinated through a legal agreement to form a single GSA. The single GSA can be coordinated using a joint powers agreement (a single-agency GSA), a memorandum of agreement (a multiple-agency GSA), or other legal agreement per Water Code §10723.6.

If your GSA notice is overlapped within 90 days please sign-in to the system to determine the extent of overlap, resolve the overlap with the appropriate local agencies, and seek to reach agreement to identify a GSA, or GSAs, for your basin.

For additional information regarding GSAs and DWR's role in their formation, please contact Mark Nordberg at [Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov) or 916-651-9673 or one of the other DWR staff included on this email.



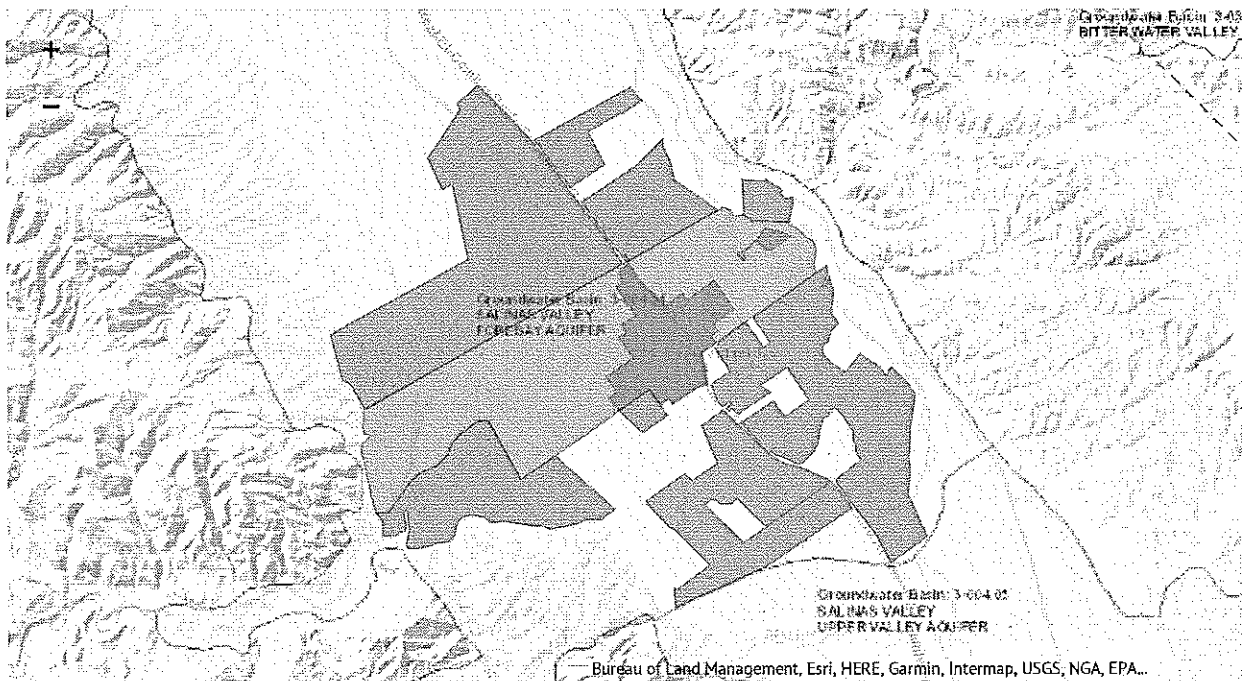
## Exhibit E



Go Back Print

## Arroyo Seco Groundwater Sustainability Agency - GSA-2

(3-004.04 SALINAS VALLEY FOREBAY AQUIFER)



### Point of Contact Information

Pamela Silkwood, Attorney  
 Arroyo Seco Groundwater Sustainability Agency  
 599 El Camino Real | Greenfield, CA 93927  
 (831) 373-4131 | [psilkwood@horanlegal.com](mailto:psilkwood@horanlegal.com)  
<http://ci.greenfield.ca.us/index.aspx?recordid=1420&page=158>

### A GSA Eligibility Determination

1. Provide a description of your local agency's water supply, water management, or land use responsibilities within the groundwater basin / basins you intend to manage.

The Arroyo Seco Groundwater Sustainability Agency's (ASGSA) management area covers the City of Greenfield's jurisdictional boundary and the service area of Clark Colony Water Company, which is a mutual water company. The City manages its water supply and has land use responsibilities within the City limits. The mutual water company holds pre-1914 appropriate water rights and operates and manages water as part of its water system within its service area. During its regularly scheduled meeting of the ASGSA on May 23, 2017, public comments were made by a member of the public who requested that the Board consider landowner petitions to include petitioned lands in the management area of the ASGSA. The Board held a special meeting on May 30, 2017 to consider the petitioned lands. At the May 30, 2017 hearing, the ASGSA Board directed staff to bring back any additional petitions submitted for further consideration by the Board at the next regular meeting and to take all necessary actions to submit a notice of intent to the Department of Water Resources to become the groundwater sustainability agency for the petitioned lands. At a duly noticed public hearing on June 27, 2017, the ASGSA Board decided to become the groundwater sustainability agency for the

petitioned lands contiguous to its management area because these lands benefit from the same hydrological subbasin of the Arroyo Seco.

2. Are you an "exclusive local agency" listed in [Water Code §10723\(c\)](#)?

No

#### B Decision to Become a GSA

1. Please enter the date your local agency, or agencies, decided to become or form a GSA.

06/27/2017

2. Upload a copy of the [Government Code §6066](#) notice.

[Proof of Publication.pdf \(81.3kB\)](#) Uploaded on 06/30/2017 at 03:47PM

3. Upload a copy of resolution forming the new agency.

[Resolution \(3\).pdf \(6.1MB\)](#) Uploaded on 06/30/2017 at 04:54PM

4. If desired, please upload or provide additional information related to your local agency's decision to become or form a GSA.

Additional Information and First Amendment to Memorandum of Understanding

[Additional Information.pdf \(109.6kB\)](#) Uploaded on 06/30/2017 at 04:18PM

[MOU Amendment.pdf \(2.9MB\)](#) Uploaded on 06/30/2017 at 04:36PM

#### C Type of GSA Formation and Contact Information

GSA Name

Arroyo Seco Groundwater Sustainability Agency

1. Select a Point of Contact (POC) for your GSA.

Pamela Silkwood

2. If you anticipate submitting multiple GSA notices on behalf of your local agency/GSA, please consider adding a "Local ID" for reference purposes to distinctly identify separate areas you intend to manage.

GSA-2

3. Is this a Single-Agency or Multiple-Agency GSA?

SINGLE

#### D Map & Service Area Boundaries

1. Select Basin(s)/Subbasin(s) to be managed by the GSA.

3-004.04 SALINAS VALLEY FOREBAY AQUIFER

2. Upload a PDF map that clearly defines: (1) the service area boundaries of each local agency that is part of your GSA; and (2) the boundaries of the basin(s) or portion of the basin(s) your GSA intends to manage.

[ASGSA Contiguous\\_SMC.pdf \(846.7kB\)](#) Uploaded on 07/14/2017 at 07:37PM

3. Upload service area boundary GIS shape file.

[GF CITY LIMITS.zip \(2.8kB\)](#) Uploaded on 07/14/2017 at 05:25PM

[Arroyo Seco GWSA shapefiles.zip \(2.2kB\)](#) Uploaded on 06/30/2017 at 02:37PM

4. Upload GSA area boundary GIS shape file.

[ASGSA SHP 2.zip \(6kB\)](#) Uploaded on 07/14/2017 at 05:26PM

5. If desired, please provide information that clarifies your service area boundary and GSA boundary, if those boundaries are different.

The Arroyo Seco Groundwater Sustainability Agency's (ASGSA) management area covers the City of Greenfield's jurisdictional boundary and the service area of Clark Colony Water Company, which is a mutual water company. The City manages its water supply and has land use responsibilities within the City limits. The mutual water company holds pre-1914 appropriative water rights and operates and manages water as part of its water system within its service area. During its regularly scheduled meeting of the ASGSA on May 23, 2017, public comments were made by a member of the public who requested that the Board consider landowner petitions to include petitioned lands in the management area of the ASGSA. The Board held a special meeting on May 30, 2017 to consider the petitioned lands. At the May 30, 2017 hearing, the ASGSA Board directed staff to bring back any additional petitions submitted for further consideration by the Board at the next regular meeting and to take all necessary actions to submit a notice of intent to the Department of Water Resources to become the groundwater sustainability agency for the petitioned lands. At a duly noticed public hearing on June 27, 2017, the ASGSA Board decided to become the groundwater sustainability agency for the petitioned lands contiguous to its management area because these lands benefit from the same hydrological subbasin of the Arroyo Seco.

#### E Required Documents

1. Provide a list of interested parties developed pursuant to [Water Code Section 10723.2](#) and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the GSP.

[ASGSA List of Interest Parties.pdf \(157.6kB\)](#) Uploaded on 06/30/2017 at 04:24PM

2. Provide a list of the other agencies managing or proposing to manage groundwater within the basin, or upload a document or map that provides the same information.

[Salinas Valley Basin Groundwater Sustainability Agency](#)

3. Provide a description or upload a copy of any new by laws, ordinances, or new authorities adopted by the local agency.

[Bylaws \(2\).pdf \(250.8kB\)](#) Uploaded on 06/30/2017 at 04:42PM





**City of Greenfield  
Arroyo Seco  
Groundwater Sustainability Agency**

**MEMORANDUM:** July 21, 2017  
**AGENDA DATE:** July 25, 2017  
**TO:** Board Members  
**FROM:** Pam Silkwood, Interagency Attorney  
**TITLE:** **STATUS OF MEETING WITH FACILITATOR**

**BACKGROUND:**

On July 7, 2017, Chair Thorp and Co-Chair Griva along with Interim General Manager, Curtis Weeks, and Interim Legal Counsels, Mary Lerner and Pamela Silkwood, attended a meeting facilitated by Gina Bartlett<sup>1</sup> and coordinated by Nancy Isakson, to begin a dialogue between the Arroyo Seco GSA, Salinas Valley Basin GSA and San Lucas GSA<sup>2</sup>. In attendance on behalf of the Salinas Valley Basin GSA were Directors Gunther, McIntyre, and Moitoso, Interim General Manager, Gary Peterson, and Interim Legal Counsel, Les Girard. On behalf of the San Lucas GSA, which had withdrawn its NOI, John Romans attended the meeting; Pamela Silkwood also represents Mission Ranches and was Interim Legal Counsel for the San Lucas GSA.

Prior to the meeting facilitated by Ms. Bartlett, representatives of the Arroyo Seco GSA met with State Water Resources Control Board (SWRCB) staff. That meeting is summarized below:

- 1) The SWRCB staff's authority is limited to declaring areas unmanaged or probationary and performing enforcement functions.
- 2) The SWRCB staff does not plan to take their "non-binding advisory" opinions posted on the website to their Board for affirmation or for any decision making.
- 3) Regardless of the size of the management area, the Arroyo Seco GSA has equal footing with other surrounding GSAs as to the coordination agreement.
- 4) The Clark Colony representatives can continue to serve as Directors for the Arroyo Seco GSA as set forth in the Memorandum of Understanding. That is, there is no need to change the makeup of the GSA Board.

Based on the understanding gained from the meeting with the SWRCB staff, the Arroyo Seco GSA representatives made clear that the Arroyo Seco GSA plans to continue as a separate

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<sup>1</sup> Ms. Bartlett's services is funded by Department of Water Resources.

<sup>2</sup> Although San Lucas GSA withdrew its NOI, certain landowners within the Upper Valley Subbasin do not feel represented by the Salinas Valley Basin GSA.

GSA regardless of the size management area. Moreover, the Arroyo Seco GSA representatives requested that the Salinas Valley Basin GSA consider taking actions to validate the management area as filed in the notices of intent with the Department of Water Resources, which includes Clark Colony service area and lands petitioned for inclusion in the management area continuous to the City and Clark Colony service area. The process to validate the management area, as affirmed by Les Girard, is as follows: (1) Salinas Valley Basin GSA amend its map to remove these areas from its management area; and (2) Monterey County enter into a JPA with the City of Greenfield to allow for the Arroyo Seco GSA to manage the area.

Other proposals discussed are as follows:

- 1) Increase representation for the south in the Salinas Valley Basin GSA Board.
- 2) Rotate meetings with other cities in the south to increase south County's involvement.
- 3) Include Arroyo Seco GSA or Clark Colony on the advisory committee of the Salinas Valley Basin GSA.
- 4) Divide the management area of Salinas Valley Basin GSA by management units; each management unit a subbasin of the Salinas Valley Groundwater Basin. Each management unit would have a separate committee of representatives for that subbasin to prepare a separate groundwater sustainability plan.
- 5) Amend the JPA to: (1) make clear there is one ag representative for each subbasin and (2) amend the definition of Super Majority Plus Vote to require all four ag directors' affirmative vote to limit extractions and to levy extraction fees.

Ms. Bartlett also wanted to discuss the coordination agreement.

The first three items were brought to the Salinas Valley Basin GSA meeting on July 13, 2017. On behalf of the Arroyo Seco GSA, Curtis Weeks submitted an application to be a member of the advisory committee.

**REVIEWED AND RECOMMENDED:**

The next meeting with Ms. Bartlett is scheduled for July 21, 2017. It is recommended that the discussions continue toward validating the management area for the Arroyo Seco GSA.