

Omochumne-Hartnell Water District

P. O. Box 211

Wilton, CA 95693

September 20, 2022 @ 10 am

8970 Elk Grove Blvd, Elk Grove, CA

Notice of meeting of the Omochumne-Hartnell Water District

Notice is hereby given that the Omochumne-Hartnell Water District calls a meeting. This meeting is open to the public. This meeting will be conducted entirely by teleconference. In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public will participate in this meeting by teleconference. The call-in information for the Board of Directors and the public is as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/86774305120?pwd=T1YyV2RHsk9nOHViMXBmcGNFNldHdz09>

+1 669 900 9128 US

Meeting ID: 867 7430 5120

Passcode: 865005

One tap mobile

+16699009128,,86774305120#,,,,*865005# US (San Jose)

Any member of the public on the telephone may speak during Public Comment or may email public comments to info@ohwd.org and comments will be read from each member of the public. During this period of modified Brown Act Requirements, Omochumne Hartnell Water District will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility. Requests for reasonable modifications under the ADA may be submitted to the same address

Call to Order:

1. Introductions
2. Determine if quorum is present

Public comments – comments are limited to 3 minutes for each presenter

(Comment will be received at this time for any items not on the agenda but are in purview of the Boards jurisdiction or any agenda item that does not specifically state public comment will be accepted)

Action Items:

1. Consideration of Findings Related to Remote Meetings Pursuant to AB361.
2. Consent Items
 - a. Review and Approve Agenda
 - b. Minutes from July 19, 2022
 - c. Financial report
 - i. Financial statement
 - ii. Invoices❖ Public Comment
3. Resolution on Procedures to comply with Governor Newsom’s Executive Order N-7-22 affirming the State of Emergency and well permitting requirements.
❖ Public Comment
4. Wackman Consulting Contract update
❖ Public Comment
5. Auditing firm Selection
❖ Public Comment

6. SGMA Compliance
 - a. Sacramento Valley – South American Groundwater Sub Basin (5-21.65)
 - i. GSP implementation and GSA cooperative agreement status
 - ii. Projects for GSP grant implementation Funding
 - ❖ Public Comment
 - b. San Joaquin Valley – Cosumnes Groundwater Sub Basin (5-22.16)
 - i. Update on Cosumnes Groundwater Authority
 - ❖ Public Comment
7. Stormwater/Groundwater Recharge Permanent permit process
 - a. 5-year Temporary Permit Application
 - ❖ Public Comment
8. Groundwater Recharge Project
 - a. Sherbakoff Property
 - i. Construction
 - b. Laguna Del Sol
 - i. Pilot dry well project
 - ❖ Public Comment

Informational items:

1. SSCAWA Meeting
2. Received communications
3. Water Coordinator's Report
4. ACWA activity

General Managers Report:

1. Meetings and Correspondences

Directors:

1. Comments

Next regular meeting scheduled October 18, 2022 at 10 AM

Adjourn Meeting

EXECUTIVE ORDER N-7-22 PROPERTY OWNER ACKNOWLEDGMENT FORM

Well Application #:	Applicant Name:	Date Submitted:
County/APN:	Well Location:	Phone/Email:

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

- I acknowledge that the Sustainable Groundwater Management Act (SGMA) requires that [Name] (the "GSA") is required to manage groundwater in the [Subbasin] (the "Subbasin") pursuant to an adopted groundwater sustainability plan (GSP), and has groundwater management authority over the lands identified in Well Application # [redacted] (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 Well Application # [redacted].
- 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.

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.

Printed Name: _____

Signature: _____

Date: _____

EXECUTIVE ORDER N-7-22 GROUNDWATER SUSTAINABILITY PLAN CONSISTENCY VERIFICATION FORM

The Groundwater Sustainability Plan (the "GSP") for the [Subbasin] (the "Subbasin"), establishes minimum thresholds and measurable sustainability goals for the Subbasin. Pursuant to Section 9.a. of Executive Order N-7-22, [Name] (the "GSA") has considered the proposed location, purpose, depth, and pumping contemplated in Well Application # _____ (the "Well Application") relative to the GSP's minimum thresholds and sustainability goals and current groundwater conditions, and makes the following findings:

Groundwater Sustainability Agency Findings (check all that apply):

- 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.
- 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 [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 Executive Order 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: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Agreement for Management Services

This Agreement for Management Services (“Agreement”) is made and entered into effective _____, 2022 by and between the Omochumne-Hartnell Water District (“District”), a California public agency, and Wackman Consulting (“Contractor”). District and Contractor are sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. **Scope of Service.** Contractor shall provide the services described in the Scope of Work attached hereto as Exhibit A and incorporated by reference (“Services”), with the standard of professional care and skill customarily provided in the performance of such services, and shall use reasonable efforts to perform the Services to the satisfaction of the District.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor has the expertise and experience to provide such Services to the District, and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits, and any other legal qualifications required by law to perform the Services and to fully satisfy the terms set forth in this Agreement.
3. **Term of Agreement.** The Services shall commence not later than _____, 2022, and shall terminate upon completion of the Services, but no later than _____, 2023 (“Term”), unless the Agreement is terminated sooner as set forth in Paragraph 12 below. This term may be extended beyond the completion date if the Parties agree, in writing, to an extension.
4. **Fees.** District shall provide Contractor with a flat fee of \$4,000.00 per month for the management services identified in Exhibit A. The District will pay Contractor for Services rendered no more frequently than in monthly progress payments to be paid within thirty (30) days of the District’s receipt of Contractor’s invoice, including any additional supporting documentation reasonably requested by District. District reserves the right to withhold payment for any Invoices reflecting disputed charges.
5. **Independent Contractor.** Contractor is an independent contractor of the District, and not a partner, employee, or joint venture of the District. Contractor has the right to perform Services for others during the term of this Agreement, provided that such activities do not impair Contractor’s ability to provide the Services identified in this Agreement.
6. **Staffing.** Contractor has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. Contractor shall be responsible for complying with all wage, hour, and other legal requirements associated with such activities. Neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, the District’s employees.

7. **Contractor Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not: withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; make state or federal unemployment compensation contributions on Contractor's behalf; or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing Services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide District with proof that such payments have been made.
8. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health benefits, vacation pay, sick pay, or other fringe benefit plan of District.
9. **Unemployment.** District shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work or Services performed under this Agreement.
10. **Workers' Compensation.** District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide District with a certificate of workers' compensation insurance before the employees begin work.
11. **Materials Provided.** Contractor will provide all materials, tools, equipment, and other items ("Equipment") necessary to provide Services under this Agreement. District shall not be responsible for any damages to persons or property as a result of the use, misuse, or failure of any Equipment used by Contractor.
12. **Termination.** District or Contractor may terminate this Agreement with reasonable cause, effective immediately upon giving written notice. Reasonable cause includes: A material violation of this Agreement; Any act exposing the other party to liability to others for personal injury or property damage. District may terminate this Agreement without cause at any time upon giving at least thirty (30) days' written notice of its intention to terminate. In either circumstance, no further fees shall accrue after the date of the termination.
13. **Confidential Information.** Contractor agrees to keep confidential and not to disclose to third parties any confidential information provided by the District pursuant to this Agreement without the prior written consent of the District to make such disclosure. This obligation of confidentiality does not extend to any information that is or shall become,

through no fault of Contractor, available to the general public. This obligation of confidentiality shall survive the expiration and termination of this Agreement.

14. **Hold harmless and Indemnify.** Contractor shall indemnify and hold District harmless from any loss or liability arising from performing Services under this Agreement.
15. **Insurance.** Contractor must maintain a policy of liability insurance which will protect the District from any potential claims that may arise under the Agreement.
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Automobile bodily injury insurance and property damage liability insurance, as prescribed by California State Law.
 - c. Comprehensive General Liability insurance (bodily injury and property damage), the limits of which shall not be less than one million dollars (\$1,000,000.00) combined single limit per occurrence, and annual aggregate, whichever is greater.
16. **Dispute Resolution.** In the event a dispute arises between the Parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either Party, the Parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the Parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the Parties agree to submit the dispute to nonbinding mediation prior to the initiation of any legal action.
17. **Entire Agreement/Modification.** This Agreement constitutes the entire understanding between the Parties with regard to the subject matter hereof, and may not be amended except by an agreement signed by Contractor and an authorized representative of the District.
18. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California.
19. **Venue.** Venue for all claims and disputes arising under or relating to this Agreement shall be in Sacramento County.
20. **Waiver.** The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of the Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right of power for all or any other times.
21. **Notices.** All notices, requests, claims, demands and other communications between the Parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid, to the address of the Party specified in this

Agreement or such other address as either party may specify in writing. The addresses of the Parties are as follows:

Contractor:

Wackman Consulting
Michael Wackman, Principal
8753 Eschinger Road
Elk Grove, CA 95757

District:

Omochumne-Hartnell Water District
P.O. Box 211
Wilton, CA 95693

22. **Severability.** If any term of this Agreement or its application to any person or circumstances shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

23. **Assignment.** Contractor shall not assign the rights or obligations under this Agreement without the prior written consent of the District.

IN WITNESS THEREOF, the parties hereto sign this agreement as of the effective date written above.

Wackman Consulting

Omochumne-Hartnell Water District

Signature: _____

Signature: _____

Name: Michael Wackman

Name: Kurt Kautz, Board President

Date:

Date:

EIN:

Exhibit A: Scope of Work – Management Services

The following management services will be provide by Wackman Consulting. All services will be provided by or under the direct supervision of Michael Wackman, Principal.

- Provide support to the District Board of Directors as the agency’s governing body. Supervise District staff and consultants in the preparation of monthly meeting agendas, minutes, and supporting materials, and ensure regulatory compliance with the same.
- Provide technical and strategic guidance on implementation of policy directives set by District Board, including public outreach, interagency coordination, SGMA implementation, and water resources development.
- Under the direction of the District’s elected Board, implement policies and procedures to support the District’s mission, including:
 - Coordination with state, local, and federal agencies related to water projects and funding opportunities on behalf of the District.
 - Representation of the District and its interests in regional collaborative efforts, including the Southeast Sacramento County Agricultural Water Authority, the Cosumnes Groundwater Authority and the Sacramento Central Groundwater Authority. Direct consultant work and provide supervision, management, and technical guidance for District projects.
 - Representing the District, and/or act as a liaison regarding water and groundwater issues with various local, regional, state, and federal agencies and lobbyists.
- Collaborate with the general public, engineers and other governmental and private agencies providing technical information pertaining to District requirements.
- Provide technical support related to District projects and needs assessments.
- Receive, process and respond to inquiries regarding the District’s activities; and coordinate with legal counsel to respond to litigation regarding water resources operations.
- Monitor and inform the District Board of Directors of state and national legislative issues that may affect the District.

Independent Contractor Certification

1. **Name of contractor:** Wackman Consulting

2. **Permanent address:** 8753 Eschinger Road Elk Grove, CA 95757

3. **Address for invoice payments:** 8753 Eschinger Road Elk Grove, CA 95757

I hereby certify that I am entitled to claim independent contractor status and that I have complied with all business licensing requirements. I certify that I pay my own federal, state, and city income/social security and other taxes in accordance with estimated tax payment requirements. I acknowledge that, as an independent contractor, I am not eligible for workers compensation, unemployment compensation or other employee benefits. I understand that the District will issue a Form 1099-MISC to independent contractors who receive over six hundred dollars in remuneration during a calendar year. If a Foreign National or Entity, then I expect to receive a 1042-S reporting form. I acknowledge that providing false information will result in my not being eligible to contract with the District in the future, and may result in further penalties.

Independent Contractors are required to provide one or more of the following signed forms depending on your business classification status:

1. U.S. Citizens: Attached a completed IRS W-9 Form
2. Non-US Citizen: Attached completed IRS W-8 (BEN, ECI, IMY, and EXP)

Signature: _____
Name: _____
Title: _____
Date: _____



State Water Resources Control Board

September 15, 2022

In Reply Refer to:
NWF: T033322

Omochumne-Hartnell Water District
Michael Wackman
P.O. Box 211
Wilton, CA 95693-0211

INSTRUCTIONS FOR PUBLIC NOTICING OF TEMPORARY WATER RIGHT PERMIT APPLICATION T033322 OF THE OMOCHUMNE-HARTNELL DISTRICT TO APPROPRIATE WATER FROM THE COSUMNES RIVER IN SACRAMENTO COUNTY

Dear Omochumne-Hartnell Water District:

Water Code section 1428 requires that you publish the enclosed notice of your temporary water right permit application in a newspaper having general circulation and published within the county wherein the points of diversion lie. To fulfill this requirement, you must do the following:

1. As soon as practicable and within 20 days from the date of this letter, have the enclosed notice published in the Sacramento Bee, which is adjudicated as a newspaper of general circulation within the county of Sacramento.
2. Within 10 days of the date of publication, submit to the Division of Water Rights proof of publication, consisting of a copy of the notice as published and an affidavit of the publisher/foreman of the newspaper.

Pursuant to Water Code section 1428, subdivision (f), failure to comply with these requirements shall result in the automatic termination of any temporary permit issued for the application.

Should you have further questions in this matter, please contact Shelby Witherby at (916) 323-4642 or Shelby.Witherby@waterboards.ca.gov. Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Shelby Witherby, P.O. Box 2000, Sacramento, CA 95812--2000.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

Sincerely,

ORIGINAL SIGNED BY

Mike Conway, Senior Engineering Geologist
Recharge and Major Projects Unit
Division of Water Rights

Enclosure: Notice

State Water Resources Control Board

Notice of Temporary Permit Application T033322

Omochumne-Hartnell Water District(Applicant) filed a temporary permit application with with the State Water Resources Control Board (State Water Board), Division of Water Rights (Division), pursuant to Water Code section 1425 et seq. The Applicant requests authorization to appropriate surface water for underground storage as described below. Any correspondence directed to the Applicant should be mailed to: Michael Wackman, Omochumne-Hartnell Water District, P.O Box 211 Wilton, CA 95693-0211 or emailed to info@ohwd.org.

Summary of Temporary Permit Application

Source: The source stream is Cosumnes River tributary to the Mokelumne River thence San Joaquin River thence the Pacific Ocean.

County: The proposed project is located in Sacramento County.

Points of Diversion: Surface flow would be diverted at a total of two points of diversion located along the Cosumnes River, all within Sections 10 and 20, Township 7 North, Range 7 East, Mount Diablo Base and Meridian.

Amount: The total amount of water requested is 2,444 acre-feet by diversion to underground storage. The combined rate of diversion would be 15.60 cubic feet per second.

Season of Diversion: The season for diversion of water would be from December 1, 2022 to March 15, 2028. No water is proposed to be diverted from February 15th through March 15th until the Teichert diversion structure (POD 1) is improved to include National Marine Fisheries Service approved screens and to the satisfaction of the California Department of Fish and Wildlife.

Purpose of Use: The purpose of use for water is irrigation.

Place of Use: The place of use for water consists of 30,000 acres of agricultural lands within the Applicant's service area as shown on the map filed with the State Water Board. Water extracted from the aquifer would be applied throughout the Applicant's service area.

Location and Type of Infiltration: Infiltration would occur on up to 1,299 acres of agricultural lands within the District's service area. Water will be diverted from the Cosumnes River and conveyed through two existing diversion pumps. The water would be spread onto two dormant agricultural field sites (vineyards) and one fallowed field with natural vegetation comprising approximately 1,299 acres. Diverted water would be stored in the shallow aquifer.

Operations and Accounting: Water stored underground would be extracted by overlying permitted private wells for irrigation use within the Applicant's entire service area. By Resolution, the OHWD Board passed a resolution on January 18, 2022 directing the Applicant and landowners to use a magnetic flow meter system to measure the amount of groundwater pumped on agricultural lands. Groundwater monitoring wells are installed, and additional wells will be installed along the recharge corridor which, along with streamflow measurements, will be used to determine the amount of water applied to the fields.

Water Right Records Database

Documentation related to this application is available by accessing the State Water Board's electronic Water Rights Information Management System (eWRIMS) database:

- Go to <https://www.waterboards.ca.gov/ewrims/>
- Select "eWRIMS Database System" to open the eWRIMS Database
- Select "Accept" to accept the Public Records Act notice
- Select "Water Rights Records Search"
- Enter the application number in the "Application ID" field, then select "Search"
- Select the application number on the left side of the results to open the record
 - Select "View Document" to see the application and related documentation
 - Select "View Map" to see the application map
 - Select the "Map It" button to open the record in the eWRIMS GIS viewer

Procedure for Submitting Objections

Pursuant to Water Code section 1330, any interested person may file an objection to the temporary diversion and use of water, with copy to the Applicant. Objections must be received by the Division of Water Rights by **4:30 p.m.** on **October 16, 2022**.

Objections may be emailed to Shelby Witherby at Shelby.Witherby@waterboards.ca.gov or mailed to: State Water Resources Control Board, Division of Water Rights, Attn: Shelby Witherby, P.O. Box 2000, Sacramento, CA 95812-2000.

Pursuant to Water Code section 1428, the State Water Board may issue a temporary permit in advance of public notice. Consequently, a temporary permit may be issued on the application before the end of the noticing period.

Contact Information

Copies of the application and related documentation are available upon request. Please direct all requests and inquiries regarding this notice to Shelby Witherby at (916) 323-4342 or Shelby.Witherby@waterboards.ca.gov. Written correspondence should be addressed to: State Water Resources Control Board, Division of Water Rights, Attn: Shelby Witherby, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: The date that this public notice was issued is September 15, 2022.