

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS:

Chair:

Director Dale Crossley
Reclamation District No. 2068

Vice Chair:

Supervisor Erin Hannigan
Solano County District 1

Mayor Len Augustine
City of Vacaville

Mayor Jack Batchelor
City of Dixon

Mayor Osby Davis
City of Vallejo

Director John D. Kluge
Solano Irrigation District

Mayor Elizabeth Patterson
City of Benicia

Mayor Harry Price
City of Fairfield

Mayor Norm Richardson
City of Rio Vista

Director Gene Robben
Maine Prairie Water District

Mayor Pete Sanchez
City of Suisun City

Supervisor Linda Seifert
Solano County District 2

Supervisor Jim Spering
Solano County District 3

Supervisor Skip Thomson
Solano County District 5

Supervisor John Vasquez
Solano County District 4

GENERAL MANAGER:

David Okita, PE
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, February 12, 2015

TIME: 6:30 – 7:00 p.m. (Note: City County
Coordinating Council is meeting at 7:00)

PLACE: Berryessa Room
Solano County Water Agency Office
810 Vaca Valley Parkway, Suite 203
Vacaville

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT

Limited to 5 minutes for any one item not scheduled on the Agenda.

5. CONSENT ITEMS

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of January 8, 2015 is recommended.

(B) Expenditure Approvals: Approval of the January checking account register is recommended.

(C) PG&E Letter of Understanding and Solano Land Trust Letter Agreement for Collaboration on Mitigation Credits on Solano Land Trust Property for Future Development under the Solano Habitat Conservation Plan:

1. Authorize General Manager to sign Letter of Understanding with the Pacific Gas & Electric Company (PG&E) to collaborate on a process of securing mitigation credits on Solano Land Trust (SLT) property for mitigation needs under the Solano Habitat Conservation Plan (HCP).

810 Vaca Valley Parkway, Suite 203
Vacaville, California 95688
Phone (707) 451-6090 • FAX (707) 451-6099
www.scwa2.com



2. Authorize General Manager to sign Letter Agreement with SLT to collaborate on a process of securing mitigation credits for mitigation needs under the Solano HCP with a cost share of \$50,000.

(D) Partnership with the Yolo County Habitat/Natural Communities Conservation Plan JPA for Lower Putah Creek Habitat Projects:

1. Approve a non-binding partnership with the Yolo County Habitat/Natural Communities Conservation Plan Joint Powers Agency for Lower Putah Creek Habitat Projects as recommend by the Lower Putah Creek Coordinating Committee.
2. Authorize General Manager to execute documents, as necessary, to implement the partnership.

(E) Ulatis Project Easement Variance: Pipeline Agreement: Authorize General Manager to execute agreement with Thiara Brothers, LLC, to allow a water pipeline crossing within an Agency easement along the Ulatis Flood Control Project.

6. BOARD MEMBER REPORTS

RECOMMENDATION: For information only.

7. GENERAL MANAGER'S REPORT

RECOMMENDATION: For information only.

8. DELTA ISSUES

RECOMMENDATIONS:

1. Hear status report from the SCWA Water Policy Committee.
2. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition and Delta Protection Commission.

9. RESOLUTION ENDORSING THE LOWER SACRAMENTO/DELTA NORTH REGION CORRIDOR MANAGEMENT FRAMEWORK

RECOMMENDATION: Adopt Resolution 2015-1 of the Solano County Water Agency endorsing the Lower Sacramento/Delta North Region Corridor management framework and appoint a Board Member to represent the Agency.

10. MID-YEAR BUDGET UPDATE

RECOMMENDATION: Hear report from Katherine Phillips, Administrative Service Manager, regarding the mid-year budget update.

11. **TIME AND PLACE OF NEXT MEETING**

Thursday, March 12, 2015 at 6:30 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at www.scwa2.com.

Any materials related to items on this agenda distributed to the Board of Directors of Solano County Water Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

Feb.2015.bod.agd

CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES**

MEETING DATE: January 8, 2015

The Solano County Water Agency Board of Directors met this evening at the Solano County Water Agency. Present were:

Mayor Jack Batchelor, City of Dixon
Mayor Harry Price, City of Fairfield
Mayor Len Augustine, City of Vacaville
Mayor Pete Sanchez, City of Suisun City
Mayor Elizabeth Patterson, City of Benicia
Mayor Norman Richardson, City of Rio Vista
Supervisor Erin Hannigan, Solano County District 1
Supervisor Linda Seifert, Solano County District 2
Supervisor Jim Spering, Solano County District 3
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Director J. D. Kluge, Solano Irrigation District
Manager Don Holdener, Maine Prairie Water District
Director Dale Crossley, Reclamation District 2068

CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Chairman Price.

APPROVAL OF AGENDA

On a motion by Mayor Batchelor and a second by Mayor Patterson the Board unanimously approved the agenda.

PUBLIC COMMENT

There were no public comments.

**ELECTION OF OFFICERS AND APPOINTMENT OF EXECUTIVE
COMMITTEE FOR 2015**

On a motion by Mayor Batchelor and a second by Supervisor Thomson the Board unanimously elected Director Crossley as Board Chair and Supervisor Hannigan as Board Vice-Chair for 2015.

Chairman Crossley appointed Mayor Price, Supervisor Spering and Mayor Batchelor to the 2015 Executive Committee to serve with the Chair and Vice-Chair. On a motion by Supervisor Seifert and a second by Supervisor Spering the Board unanimously endorsed the appointment of the Executive Committee.

CONSENT ITEMS

On a motion by Mayor Patterson and a second by Supervisor Spering the Board unanimously approved Consent Items A through G.

- (A) Minutes
- (B) Expenditure Approvals
- (C) Cafeteria Plan Amendment
- (D) Authorize Contract and Amendments for the Putah South Canal Headwork Improvement Project
- (E) PG&E/Water Agency High-Efficiency Washer Rebate Initiative
- (F) Agreement with Iron Springs Corporation for implementation of the Solano Regional Landscape BMP Compliance Program

- (G) Amendment to the Agreement with Southwest Environmental Inc. for the Installation of High-Efficiency Toilets

BOARD MEMBER REPORTS

There were no Board Member reports.

GENERAL MANAGER'S REPORT

There were no additions to the General Manager's Report.

2015 WATER SUPPLY UPDATE

Manager Okita gave a presentation on the current Solano Project and State Water Project supplies with comparisons to historical supply data. A brief overview of determining water supply allocations for the SWP was presented.

LEGISLATIVE ACTIVITY

On a motion by Supervisor Vasquez and a second by Mayor Bachelor the Board unanimously approved the text for the 2015 SCWA Annual Legislative Report with the request to add more information regarding how the future growth of urban water demand results in the need for local water infrastructure projects.

Chairman Crossley appointed Supervisor Thomson, Mayor Richardson, Mayor Patterson, Mayor Price and Director Kluge to serve on a Legislative Committee.

NORTH BAY AQUEDUCT TASTE AND ODOR PROBLEMS

Alex Rabidoux, Senior Water Resources Engineer, gave a presentation on the management of taste and odor issues in treated water from the North Bay Aqueduct. He explained that the source of the taste and odor problems is algae in Campbell Lake. The lake is privately owned and SCWA has an excellent relationship with the owners to allow monitoring and treatment. of the algae source in Campbell Lake that causes the taste and odor problems. The algae are becoming resistant to current treatment methods so that alternative measures are being explored. Staff will be exploring some possible physical improvements to the Lake that may help the problem. Staff will report back to the Board at a later date and inform and invite the Lake owners to participate at the meeting.

DELTA ISSUES

Supervisor Thomson had no reports on activities of the Delta Counties Coalition and the Delta Protection Commission.

TIME AND PLACE OF NEXT MEETING

The next regularly scheduled meeting will be February 12, 2015 at 6:30 P.M. in the Monticello Room located at the Solano County Water Agency offices.

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:35 P.M.

David B. Okita, General Manager
and Secretary to the Board of Directors of the
Solano County Water Agency


ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 12, 2015
SUBJECT: Expenditures Approval

RECOMMENDATION:
Approve expenditures from the Water Agency checking accounts for the month of January, 2015.

FINANCIAL IMPACT:
All expenditures are within previously approved budget amounts.

BACKGROUND:
The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency’s checking accounts for the month of January, 2015. Additional backup information is available upon request.

Recommended: 
David B. Okita, General Manager

<input type="checkbox"/> Approved as recommended	<input type="checkbox"/> Other (see below)
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Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on February 12, 2015 by the following vote.

Ayes:
Noes:
Abstain:
Absent:

David B. Okita
General Manager & Secretary to the
Solano County Water Agency

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Jan 1, 2015 to Jan 31, 2015

Filter Criteria includes: Report order is by Check Number. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
1/7/15	100173	2023AC 1020SC	FSA REMIBURSEMENT DECEMBER 2014 PATE, THOMAS	245.00	245.00
1/7/15	25338V	2020SC 2020SC 1020SC	Invoice: 787 Invoice: 785 SOLANO RESOURCE CONSERVATION DISTRICT	50,433.26	7,190.52 43,242.74
1/7/15	25484V	2020SC 2020SC 2020SC 1020SC	Invoice: 4695 Invoice: 4696 Invoice: 4705 CLEAN LAKES, INC.	38,748.26	14,911.03 15,812.86 8,024.37
1/7/15	25517	2020SC 2020SC 2020SC 1020SC	Invoice: 4695 Invoice: 4696 Invoice: 4705 CLEAN LAKES, INC.	14,911.03 15,812.86 8,024.37	38,748.26
1/7/15	25518	2020SC 1020SC	Invoice: 37635 SUISUN VALLEY FRUIT GROWERS AS	9,223.50	9,223.50
1/7/15	25519	2020SC 1020SC	Invoice: 166393 A & L WESTERN AGRICULTURAL LABS	36.00	36.00
1/7/15	25520	2020SC 1020SC	Invoice: 10.01.14 - 12.31.14 ACWA/JPIA POWER INSURANCE AUTHORITY	3,079.99	3,079.99
1/7/15	25521	2020SC 2020SC 1020SC	Invoice: 14018 Invoice: 14017 AGRICHEM SERVICES, INC.	5,528.58 2,277.11	7,805.69
1/7/15	25522	2020SC 1020SC	Invoice: 1847499 AMERICAN TOWER CORPORATION	514.07	514.07
1/7/15	25523	2020SC 1020SC	Invoice: 40718 ARAMARK REFRESHMENT SERVICES	32.08	32.08
1/7/15	25524	2020SC 1020SC	Invoice: 0636656 ARCADIS U.S., INC.	13,434.54	13,434.54
1/7/15	25525	2020SC 1020SC	Invoice: BA3746 BLANKINSHIP & ASSOCIATES, INC.	5,000.00	5,000.00
1/7/15	25526	2020SC 2020SC 1020SC	Invoice: 0072094 Invoice: 0072092 BSK ASSOCIATES	5,335.75 1,598.65	6,934.40
1/7/15	25527	2020SC 1020SC	Invoice: DECEMBER 2014 - 2 CLEAN TECH ADVOCATES	5,400.00	5,400.00
1/7/15	25528	2020SC 1020SC	Invoice: 01-014 CONSERVISION CONSULTING	3,000.80	3,000.80
1/20/15	25528V	2020SC 1020SC	Invoice: 01-014 CONSERVISION CONSULTING	3,000.80	3,000.80
1/7/15	25529	2020SC 2020SC 2020SC 1020SC	Invoice: 15-024-O JAN 2015 Invoice: 15-128-V NOV 2014 Invoice: 15-026-T JAN 2015 DEPARTMENT OF WATER RESOURCES	3,115.00 2,354,167.00	5,420.00 2,351,862.00
1/7/15	25530	2020N 1020SC	Invoice: 30101 ELECTRIC & GAS INDUSTRIES ASSOC.	501.46	501.46
1/7/15	25531	2020SC 1020SC	Invoice: 2-881-97967 FEDEX EXPRESS	748.74	748.74
1/7/15	25532	2020SC 1020SC	Invoice: 163 GATES CONSULTING SERVICES	160.00	160.00
1/7/15	25533	2020SC 1020SC	Invoice: 4603289 RI GREATLAND	342.40	342.40
1/7/15	25534	2020SC 1020SC	Invoice: 12-(14) DENNIS GRUNSTAD	880.00	880.00
1/7/15	25535	2020SC	Invoice: 21375	12,883.25	

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		1020SC	HOGAN MFG. INC.		12,883.25
1/7/15	25536	2020SC	Invoice: CL73910	703.63	
		1020SC	INTERSTATE OIL COMPANY		703.63
1/7/15	25537	2020SC	Invoice: 72590	8,270.00	
		1020SC	INTEGRATED ENVIRONMENTAL RESTORATION		8,270.00
1/7/15	25538	2020SC	Invoice: 58334	506.22	
		1020SC	NORMANDEAU ASSOCIATES, INC.		506.22
1/7/15	25539	2020SC	Invoice: 174395	34.39	
		2020SC	Invoice: 174203	10.81	
		2020SC	Invoice: 174276	12.79	
		2020SC	Invoice: 842616	14.87	
		2020SC	Invoice: 174728	20.94	
		2020SC	Invoice: 174729	12.00	
		2020SC	Invoice: 174730	20.46	
		2020SC	Invoice: 175196	15.04	
		2020SC	Invoice: 175197	6.44	
		2020SC	Invoice: 175315	126.21	
		1020SC	PACIFIC ACE HARDWARE		273.95
1/7/15	25540	2020SC	Invoice: 656166	3.86	
		2020SC	Invoice: 655625	44.62	
		2020SC	Invoice: 656160	17.62	
		2020SC	Invoice: 656294	22.51	
		2020SC	Invoice: 657009	95.62	
		2020SC	Invoice: 657527	28.25	
		2020SC	Invoice: 657525	12.33	
		2020SC	Invoice: 657771	69.89	
		1020SC	PISANIS AUTO PARTS		294.70
1/7/15	25541	2020SC	Invoice: 326759	560.05	
		1020SC	PITNEY BOWES		560.05
1/7/15	25542	2020SC	Invoice: 43936060	77.67	
		2020SC	Invoice: 43934163	980.93	
		1020SC	SBS LEASING A PROGRAM DE LAGE		1,058.60
1/7/15	25543	2020SC	Invoice: DECEMBER 2014	120.00	
		1020SC	SNYDER, MARK		120.00
1/7/15	25544	2020SC	Invoice: 04023	11,730.38	
		2020SC	Invoice: 04022	16,806.98	
		2020SC	Invoice: 04025	8,086.19	
		2020SC	Invoice: 04024	11,284.28	
		2020SC	Invoice: 04021	1,963.66	
		1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		49,871.49
1/7/15	25545	1020SC	VOID		
1/7/15	25546	2020SC	Invoice: 787	7,190.52	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		7,190.52
1/7/15	25547	2020SC	Invoice: 33929	740.00	
		2020SC	Invoice: 33928	27,299.00	
		1020SC	SOUTHWEST ENVIRONMENTAL		28,039.00
1/7/15	25548	2020SC	Invoice: 006492990046JAN2015	711.95	
		1020SC	STANDARD INSURANCE COMPANY		711.95
1/13/15	25548V	2020SC	Invoice: 006492990046JAN2015		711.95
		1020SC	STANDARD INSURANCE COMPANY	711.95	
1/7/15	25549	2020SC	Invoice: 4228001703	224.55	
		1020SC	GUCKENHEIMER SERVICES, LLC		224.55
1/7/15	25550	2020SC	Invoice: 88152	1,574.75	
		2020SC	Invoice: 88153	196.50	
		1020SC	GHD, INC.		1,771.25
1/7/15	25551	2020SC	Invoice: 20150001	528.00	
		1020SC	DIXON INDEPENDENT VOICE		528.00

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1/7/15	25552	2020SC 1020SC	Invoice: 134301 LSA ASSOCIATES, INC.	16,367.46	16,367.46
1/7/15	25553	2020SC 2020SC 1020SC	Invoice: 271234 Invoice: 271233 SUISUN VALLEY FRUIT GROWERS AS	19.23 393.31	412.54
1/14/15	25554	2020SC 1020SC	Invoice: TURF REBATE - MARCOC TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25555	2020SC 1020SC	Invoice: TURF REBATE - PROPHE TURF REBATE PROGRAM	1,578.00	1,578.00
1/14/15	25555V	2020SC 1020SC	Invoice: TURF REBATE - PROPHE TURF REBATE PROGRAM	1,578.00	1,578.00
1/14/15	25556	2020SC 1020SC	Invoice: TURF REBATE - BROCK TURF REBATE PROGRAM	1,644.00	1,644.00
1/14/15	25557	2020SC 1020SC	Invoice: TURF REBATE - HELMER TURF REBATE PROGRAM	956.00	956.00
1/14/15	25558	2020SC 1020SC	Invoice: TURF REBATE - KOZNES TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25559	2020SC 1020SC	Invoice: TURF REBATE - BRENNNA TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25560	2020SC 2020SC 1020SC	Invoice: TURF REBATE - BDELEG Invoice: TURF REBATE - BDELE2 TURF REBATE PROGRAM	776.00 696.00	1,472.00
1/14/15	25561	2020SC 1020SC	Invoice: TURF REBATE - RENSDE TURF REBATE PROGRAM	672.00	672.00
1/14/15	25562	2020SC 1020SC	Invoice: TURF REBATE - IKENAG TURF REBATE PROGRAM	2,000.00	2,000.00
1/14/15	25563	2020SC 1020SC	Invoice: TURF REBATE - LOPEZ TURF REBATE PROGRAM	714.00	714.00
1/14/15	25564	2020SC 1020SC	Invoice: TURF REBATE - SANDER TURF REBATE PROGRAM	2,000.00	2,000.00
1/14/15	25565	2020SC 1020SC	Invoice: TURF REBATE - SCHITT TURF REBATE PROGRAM	959.00	959.00
1/14/15	25566	2020SC 1020SC	Invoice: TURF REBATE - ALEXAN TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25567	2020SC 1020SC	Invoice: TURF REBATE - ELECCI TURF REBATE PROGRAM	2,000.00	2,000.00
1/14/15	25568	2020SC 1020SC	Invoice: TURF REBATE - SHEEHA TURF REBATE PROGRAM	522.00	522.00
1/14/15	25569	2020SC 1020SC	Invoice: TURF REBATE - KLEIND TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25570	2020SC 1020SC	Invoice: TURF REBATE - THORPE TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25571	2020SC 1020SC	Invoice: 0331464 CB&T/ACWA-JPIA	1,461.11	1,461.11
1/14/15	25571V	2020SC 1020SC	Invoice: 0331464 CB&T/ACWA-JPIA	1,461.11	1,461.11
1/14/15	25572	2020SC 1020SC	Invoice: TURF REBATE - LJACOB TURF REBATE PROGRAM	903.00	903.00
1/14/15	25573	2020SC 1020SC	Invoice: TURF REBATE - BOUFFA TURF REBATE PROGRAM	2,000.00	2,000.00
1/14/15	25574	2020SC 1020SC	Invoice: TURF REBATE - DEJESU TURF REBATE PROGRAM	1,280.00	1,280.00

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1/14/15	25575	2020SC 1020SC	Invoice: TURF REBATE - LMONTE TURF REBATE PROGRAM	778.00	778.00
1/14/15	25576	2020SC 1020SC	Invoice: TURF REBATE - OWENS TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25577	2020SC 1020SC	Invoice: TURF REBATE - NISSEN TURF REBATE PROGRAM	1,582.00	1,582.00
1/14/15	25578	2020SC 1020SC	Invoice: TURF REBATE - ARCHAN TURF REBATE PROGRAM	781.00	781.00
1/14/15	25579	2020SC 1020SC	Invoice: TURF REBATE - BATSON TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25580	2020SC 1020SC	Invoice: TURF REBATE - BOSSET TURF REBATE PROGRAM	1,000.00	1,000.00
1/14/15	25581	2020SC 1020SC	Invoice: TURF REBATE - PROPHE TURF REBATE PROGRAM	1,578.00	1,578.00
1/16/15	25582	2020SC 1020SC	Invoice: 0331464 CB&T/ACWA-JPIA	1,461.11	1,461.11
1/16/15	25583	2020SC 1020SC	Invoice: 156578 AYRES ASSOCIATES	3,562.10	3,562.10
1/16/15	25584	2020SC 1020SC	Invoice: MWQI WORKSHOP 1/2015 JEFF BARICH	12.50	12.50
1/21/15	25584V	2020SC 1020SC	Invoice: MWQI WORKSHOP 1/2015 JEFF BARICH	12.50	12.50
1/16/15	25585	2020SC 1020SC	Invoice: BA3758 BLANKINSHIP & ASSOCIATES, INC.	8,346.25	8,346.25
1/16/15	25586	2020SC 1020SC	Invoice: 1798 BRYCE CONSULTION, INC.	1,120.00	1,120.00
1/16/15	25587	2020SC 2020SC 2020SC 1020SC	Invoice: 0072178 Invoice: 0071854 Invoice: 0071732 BSK ASSOCIATES	340.00 23,634.91 1,297.50	25,272.41
1/16/15	25588	2020N 1020SC	Invoice: 2015MITIGATIONSUMMIT CALIFORNIA COUNCIL OF LAND TRUSTS	150.00	150.00
1/16/15	25589	2020N 1020SC	Invoice: 16077 CENTRAL VALLEY EQUIPMENT REPAIR	1,234.73	1,234.73
1/16/15	25590	2020SC 1020SC	Invoice: 12/23/14 - 1/22/15 AT&T MOBILITY	139.99	139.99
1/16/15	25591	2020N 1020SC	Invoice: 40102 ELECTRIC & GAS INDUSTRIES ASSOC.	8,737.29	8,737.29
1/16/15	25592	2020SC 1020SC	Invoice: 3696 EYASCO, INC.	22,948.90	22,948.90
1/16/15	25593	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 76059 Invoice: 76060 Invoice: 76061 Invoice: 76056 Invoice: 76057 Invoice: 76058 HERUM \ CRABTREE \ SUNTAG	189.72 63.24 900.69 126.48 496.74 411.06	2,187.93
1/16/15	25594	2020SC 1020SC	Invoice: CL75241 INTERSTATE OIL COMPANY	346.81	346.81
1/16/15	25595	2020SC 1020SC	Invoice: 12569 KC ENGINEERING COMPANY	165.00	165.00
1/16/15	25596	2020SC 1020SC	Invoice: 30319 LUHDORFF & SCALMANINI	326.25	326.25

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1/16/15	25597	2020SC 1020SC	Invoice: 466677 M&M SANITARY LLC	112.00	112.00
1/16/15	25598	2020SC 1020SC	Invoice: 249820 MATSOM & ISOM	16,000.00	16,000.00
1/16/15	25599	2020SC 1020SC	Invoice: 24.01-2 MCCORD ENVIRONMENTAL, INC.	3,800.00	3,800.00
1/16/15	25600	2020SC 1020SC	Invoice: SEP 2014 - JAN 2015 SANDRA MCLEAN	83.40	83.40
1/16/15	25601	2020SC 1020SC	Invoice: 15-6070236 #3 METLIFE	1,493.24	1,493.24
1/16/15	25602	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 480330308 Invoice: 480329430 Invoice: 480332088 Invoice: 480331207 Invoice: 480332963 MISSION LINEN SUPPLY	102.95 90.96 118.94 78.97 92.87	484.69
1/16/15	25603	2020SC 1020SC	Invoice: 37394236 RECOLOGY VACAVILLE SOLANO	132.65	132.65
1/16/15	25604	2020SC 1020SC	Invoice: DEC 14 SOLANO COUNTY FLEET MANAGEMENT	160.00	160.00
1/16/15	25605	2020SC 2020SC 1020SC	Invoice: 33931 Invoice: 33930 SOUTHWEST ENVIRONMENTAL	735.00 2,496.00	3,231.00
1/16/15	25606	2020SC 1020SC	Invoice: 006492990046JAN2015 STANDARD INSURANCE COMPANY	859.89	859.89
1/16/15	25607	2020SC 2020SC 2020SC 1020SC	Invoice: 547571 Invoice: 1037905 Invoice: 547779 SYAR INDUSTRIES, INC	2,211.54 44.46 752.24	3,008.24
1/16/15	25608	2020SC 1020SC	Invoice: 235667 TRACTOR SUPPLY CREDIT PLAN	22.86	22.86
1/16/15	25609	2020SC 1020SC	Invoice: 4292 WESTERN HYDROLOGIC SYSTEMS	2,375.00	2,375.00
1/16/15	25610	2020SC 1020SC	Invoice: 88438 GHD, INC.	4,900.00	4,900.00
1/16/15	25611	2020SC 2020SC 2020SC 1020SC	Invoice: JAN 2015 PER DIEM Invoice: EXEC MEET JAN 2015 Invoice: JAN 2015 WATERPOLICY JACK BATCHELOR	113.80 100.00 27.60	241.40
1/16/15	25612	2020SC 2020SC 2020SC 1020SC	Invoice: JAN 2015 PER DIEM Invoice: EXEC MEET JAN 2015 Invoice: JAN 2015 WATERPOLICY DALE CROSSLEY	100.00 100.00 45.42	245.42
1/16/15	25613	2020SC 1020SC	Invoice: JAN 2015 PER DIEM DON HOLDENER	108.05	108.05
1/16/15	25614	2020SC 2020SC 1020SC	Invoice: JAN 2015 PER DIEM Invoice: JAN 2015 WATERPOLICY JOHN D. KLUGE	100.00 117.25	217.25
1/16/15	25615	2020SC 1020SC	Invoice: JAN 2015 PER DIEM ELIZABETH PATTERSON	100.00	100.00
1/16/15	25616	2020SC 2020SC 1020SC	Invoice: JAN 2015 PER DIEM Invoice: JAN 2015 WATERPOLICY LINDA SEIFERT	100.00 100.00	200.00
1/16/15	25617	2020SC 2020SC	Invoice: JAN 2015 PER DIEM Invoice: EXEC MEET JAN 2015	100.00 100.00	

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		1020SC	JAMES SPERING		200.00
1/16/15	25618	2020SC 1020SC	Invoice: JAN 2015 PER DIEM JOHN VASQUEZ	100.00	100.00
1/20/15	25619	2020SC 1020SC	Invoice: 01-014 CONSERVISION CONSULTING	3,000.80	3,000.80
1/20/15	25620	2020SC 1020SC	Invoice: 1037 FORTY-TWO PACIFIC, INC.	4,600.00	4,600.00
1/26/15	25621	2020SC 2020SC 1020SC	Invoice: 14024 Invoice: 14025 AGRICHEM SERVICES, INC.	12,408.00 5,016.00	17,424.00
1/26/15	25622	2020SC 1020SC	Invoice: 1073963 ARAMARK REFRESHMENT SERVICES	85.28	85.28
1/26/15	25623	2020SC 1020SC	Invoice: 0639751 ARCADIS U.S., INC.	10,215.60	10,215.60
1/26/15	25624	2020SC 2020SC 1020SC	Invoice: 6147950 Invoice: 6147951 AT&T	181.96 233.35	415.31
1/26/15	25625	2020SC 1020SC	Invoice: INV347722 CPS HR CONSULTING	5,362.61	5,362.61
1/26/15	25626	2020SC 1020SC	Invoice: 2-909-29192 FEDEX EXPRESS	355.90	355.90
1/26/15	25627	2020SC 1020SC	Invoice: 1043 FORTY-TWO PACIFIC, INC.	9,750.00	9,750.00
1/26/15	25628	2020SC 1020SC	Invoice: 215776 HEDGEROW FARMS, INC.	4,248.40	4,248.40
1/26/15	25629	2020SC 1020SC	Invoice: V3312201 HOLT OF CALIFORNIA	149.53	149.53
1/26/15	25630	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 1X089489 Invoice: 1X089269 Invoice: 1X089372 Invoice: 1X089373 HORIZON DISTRIBUTORS, INC.	174.69 163.97 75.73	26.36 388.03
1/26/15	25631	2020SC 1020SC	Invoice: 1374 IRON SPRINGS CORPORATION	4,875.00	4,875.00
1/26/15	25632	2020SC 1020SC	Invoice: 58555 NORMANDEAU ASSOCIATES, INC.	3,619.00	3,619.00
1/26/15	25633	2020SC 1020SC	Invoice: 4368 PACIFIC POWER SERVICE CORPORATION	440.50	440.50
1/26/15	25634	2020SC 1020SC	Invoice: 5386013 THE REPORTER	490.00	490.00
1/26/15	25635	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 006913 Invoice: 003993 Invoice: 003994 Invoice: 006914 SAM'S CLUB	9.69 48.04 21.55 15.98	95.26
1/26/15	25636	2020SC 1020SC	Invoice: 0003002 SOLANO IRRIGATION DISTRICT	23,573.50	23,573.50
1/26/15	25637	2020SC 2020SC 1020SC	Invoice: 785 Invoice: 795 SOLANO RESOURCE CONSERVATION DISTRICT	46,001.60 9,076.39	55,077.99
1/26/15	25638	2020SC 2020SC 1020SC	Invoice: SCWA-PC-2014-03 Invoice: SCWA-PC-2014-04 STREAMWISE	12,328.47 5,868.33	18,196.80
1/26/15	25639	2020SC	Invoice: 14792	735.65	

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		2020SC	Invoice: 14794	17,664.60	
		2020SC	Invoice: 14793	2,934.76	
		1020SC	SUMMERS ENGINEERING, INC.		21,335.01
1/26/15	25640	2020SC	Invoice: TURF REBATE - PURDY	1,324.00	
		1020SC	TURF REBATE PROGRAM		1,324.00
1/26/15	25641	2020SC	Invoice: 29323	200.00	
		1020SC	VISION TECHNOLOGY SOLUTIONS, LLC DBC		200.00
1/26/15	25642	2020SC	Invoice: 92130	16,217.50	
		1020SC	WOOD RODGERS, INC.		16,217.50
1/26/15	25643	2020N	Invoice: 15285	31.28	
		1020SC	YOLO-SOLANO AQMD		31.28
1/26/15	25644	2020SC	Invoice: 5002	3,400.00	
		1020SC	ZUN ZUN		3,400.00
1/26/15	25645	2020SC	Invoice: 0002964	160,078.09	
		1020SC	SOLANO IRRIGATION DISTRICT		160,078.09
1/26/15	25646	2020SC	Invoice: 1234556861	115.94	
		2020SC	Invoice: 1224079031	154.75	
		2020SC	Invoice: 1242124781	80.87	
		1020SC	STAPLES		351.56
1/26/15	25647	2020SC	Invoice: TURF REBATE - RYDMAN	2,000.00	
		1020SC	TURF REBATE PROGRAM		2,000.00
1/30/15	25648	2020SC	Invoice: NOP - PEIR PUTAH CRK	50.00	
		1020SC	SOLANO COUNTY		50.00
1/25/15	BARICH DEC 2014	6310AC	CHEVRON - FUEL	31.18	
		1020SC	BANK OF THE WEST		31.18
1/25/15	CUETARA DEC 2014	6330AC	AAA TAXI - TAXI	33.54	
		6330AC	CHAPARRAL SUITES - HOTEL FOR	372.51	
		6330AC	CONFERENCE		
		6330AC	SMF PARKING	40.00	
		6310AC	CHEVRON - FUEL	74.40	
		6144AC	BATTERY BILL NO 1 - SUPPLIES	485.88	
		6144AC	FAIRFIELD AUTO PARTS - SUPPLIES	97.21	
		6310AC	CHEVRON - FUEL	64.87	
		1020SC	BANK OF THE WEST		1,168.41
1/2/15	EFT	2020SC	Invoice: JAN HEALTH 2015	14,076.94	
		1020SC	CALPERS		14,076.94
1/5/15	EFT	2020SC	Invoice: 43255252	122.65	
		1020SC	CHEVRON AND TEXACO		122.65
1/6/15	EFT	2020SC	Invoice: 9737930736	2,036.77	
		1020SC	VERIZON WIRELESS		2,036.77
1/3/15	EFT	2024AC	EMPLOYEE LIABILITIES - 1.3.15	9,188.72	
		6012AC	EMPLOYER LIABILITIES - 1.3.15	4,144.39	
		1020SC	PAYROLL TAXES		13,333.11
1/9/15	EFT	2020SC	Invoice: 2015010601	163.10	
		1020SC	PAYCHEX, INC.		163.10
1/7/15	EFT	2020SC	Invoice: SIP PPE 1.3.15	2,471.00	
		1020SC	CALPERS		2,471.00
1/7/15	EFT	2020SC	Invoice: PEPRA PPE 1.3.15	320.67	
		1020SC	CALPERS		320.67
1/7/15	EFT	2020SC	Invoice: PPE 1.3.15	10,084.07	
		1020SC	CALPERS		10,084.07
1/9/15	EFT	2020SC	Invoice: 2015010901	498.35	
		1020SC	PAYCHEX, INC.		498.35
1/13/15	EFT	6111AC	FSA ADMIN FEES - DECEMBER 2014	106.75	
		1020SC	PAYCHEX, INC.		106.75

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1/14/15	EFT	2020SC 1040SC	Invoice: 12/17/14 REFILL PITNEY BOWES	1,510.00	1,510.00
1/17/15	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 1.17.15 EMPLOYER LIABILITIES - 1.17.15 PAYROLL TAXES	8,695.09 3,725.46	12,420.55
1/28/15	EFT	2020SC 1020SC	Invoice: 12/11/14 - 1/11/15 PACIFIC GAS & ELECTRIC CO,	852.31	852.31
1/22/15	EFT	2020SC 1020SC	Invoice: SIP PPE 1.17.15 CALPERS	5,419.08	5,419.08
1/22/15	EFT	2020SC 1020SC	Invoice: PEPRA PPE 1.17.15 CALPERS	320.67	320.67
1/22/15	EFT	2020SC 1020SC	Invoice: PPE 1.17.15 CALPERS	10,084.07	10,084.07
1/31/15	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 1.31.15 EMPLOYER LIABILITIES - 1.31.15 PAYROLL TAXES	8,076.21 1,829.99	9,906.20
1/23/15	EFT	2020SC 1020SC	Invoice: 2015012101 PAYCHEX, INC.	233.00	233.00
1/25/15	FLORENDO DEC 2014	6551AC 6551AC 1020SC	REGISTER.COM - WEBSITE BAYFRIENDLY LANDSCAPING - ATTENDANCE BANK OF THE WEST	8.98 100.00	108.98
1/25/15	FOWLER DEC 2014	6230SC 6230SC 6230SC 6230SC 6230SC 6230SC 2025SC 2025SC 2025SC 2025SC 1020SC	WISE SOLUTIONS INC - HYDRAULIC FLUID INT CALIFORNIA PACIFIC - SUPPLIES THE WEBSTAUANT STORE - SUPPLIES GIH GLOBALINDUSTRIALEQ - SUPPLIES GIH GLOBALINDUSTRIALEQ - SUPPLIES GIH GLOBALINDUSTRIALEQ - SUPPLIES ACCRUED SALES TAX - THE WEBSTAUANT STORE ACCRUED SALES TAX - GIH GLOBALINDUSTRIALEQ ACCRUED SALES TAX - GIH GLOBALINDUSTRIALEQ ACCRUED SALES TAX - GIH GLOBALINDUSTRIALEQ BANK OF THE WEST	158.06 145.31 159.32 63.94 92.86 404.25 	10.03 2.91 5.82 18.50 986.48
1/25/15	JONES DEC 2014	6199SC 6183SC 1020SC	LOWES - SUPPLIES RECOLOGY ENV SOLUTIONS - DUMP BANK OF THE WEST	82.98 115.83	198.81
1/25/15	LEE DEC 2014	6041AC 1020SC	VERIZON WIRELESS - CELL PHONE CASE BANK OF THE WEST	24.27	24.27
1/25/15	MAROVICH DEC 2014	6190SC 1020SC	BAMBOO DEPOT - SUPPLIES BANK OF THE WEST	486.57	486.57
1/25/15	MCLEAN DEC 2014	6040AC 6040AC 6040AC 6040AC 6040AC 6040AC 6040AC 6330AC 6040AC 6040AC 6040AC 6040AC 6040AC 6040AC	REMOTELINK INC - EXEC COMMITTEE REMOTELINK INC - WESTSIDE SAC VISTAPRINT.COM - RICH BUSINESS CARDS VISTAPRINT.COM - ANDY BUSINESS CARDS SAFEWAY STORE - FCAC COOKIES NAPOLI PIZZERIA - FCAC REMOTELINK INC - WESTSIDE SAC CALPERS - PARKING CALPERS CAFE - CLASS LUNCH REMOTELINK INC - BROWNFIELD GRANT CALL PURE GRAIN BAKERY - BOD SANDWICHES SAFEWAY STORE - BOD COOKIES NAPOLI PIZZERIA - PIZZA - NOT DELIVERED, CREDIT ON NEXT STATEMENT NAPOLI PIZZERIA - RFMP ADDENDUM IWMP BANK OF THE WEST	10.37 34.91 25.59 25.59 5.00 64.88 35.55 12.00 9.20 19.10 41.70 5.00 32.51 68.40	389.80
1/25/15	OKITA DEC 2014	6330AC	ACE PARKING	8.00	

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		6330AC	PACIFIC RENAISSANCE PARKING	4.00	
		6330AC	CITYOFSAC PARKING	6.00	
		6330AC	CITYOFSAC PARKING	9.00	
		1020SC	BANK OF THE WEST		27.00
1/25/15	RABIDOUX DEC 2014	6144N	PACIFIC ACE HARDWARE - SUPPLIES	5.97	
		6144N	WALMART.COM - SUPPLIES	30.77	
		6310AC	CHEVRON - FUEL	50.00	
		6300AC	OREILLY AUTO - SUPPLIES	30.36	
		6144N	PACIFIC ACE HARDWARE - SUPPLIES	83.31	
		6310AC	CHEVRON - FUEL	55.50	
		6144N	DIXON HARDWARE AND LUM - SUPPLIES	16.94	
		1020SC	BANK OF THE WEST		272.85
1/25/15	SNYDER DEC 2014	6300AC	AGILIS LINXUP MOTOSFTY - VEHICLE TRACKING	91.96	
		4988SC	INT-WINDMILL FEED - SUPPLIES	322.50	
		6300AC	CHEVRON - FUEL	63.79	
		6300AC	PISANT'S AUTO - SUPPLIES	48.88	
		6300AC	BOB HOOK CHEVROLET INC - PARTS	90.67	
		2025SC	ACCRUED SALES TAX - BOB HOOK CHEVROLET INC		6.07
		1020SC	BANK OF THE WEST		611.73
1/23/15	eft	2020SC	Invoice: SALES TAX 2014	2,484.00	
		1020SC	BOARD OF EQUALIZATION		2,484.00
	Total			<u>3,285,238.45</u>	<u>3,285,238.45</u>

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 12, 2015

SUBJECT: PG&E Letter of Understanding and Solano Land Trust Letter Agreement for Collaboration on Mitigation Credits on Solano Land Trust Property for Future Development under the Solano Habitat Conservation Plan

RECOMMENDATION:

- 1. Authorize General Manager to sign Letter of Understanding with the Pacific Gas & Electric Company (PG&E) to collaborate on a process of securing mitigation credits on Solano Land Trust (SLT) property for mitigation needs under the Solano Habitat Conservation Plan (HCP).
- 2. Authorize General Manager to sign Letter Agreement with SLT to collaborate on a process of securing mitigation credits for mitigation needs under the Solano HCP.

FINANCIAL IMPACT:

SCWA cost share is \$50,000. There is adequate funding in the Habitat Conservation Planning Budget for this expense. Under the Solano HCP, developer fees will reimburse the Water Agency for conservation actions.

BACKGROUND:

The Letter of Understanding (attached) between the Water Agency and PG&E spells out the relationship for a proposed collaboration of establishing mitigation credits for special status species on SLT property (Mitigation Project). Both the Water Agency and PG&E are developing HCPs that require mitigation for future proposed actions. For the Solano HCP, mitigation is tied to new development projects within the participating Cities (Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo).

SLT owns several ranches in Eastern Solano County (King-Swett, Vallejo-Swett, and Swett) that provides open space and public access for trails, as well as provide habitat for a number of special status species. Two of these species, California Red-legged frog and Callippe silverspot butterfly, are Covered Species in the Solano HCP.

☒ Continued on next page

Recommended: 
David B. Okita, General Manager

☐ Approved as recommended ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on February 12, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita
General Manager & Secretary to the
Solano County Water Agency

Under the Solano HCP, new development occurring in Fairfield and Vallejo could be subject to mitigate for impacts to California Red-legged frog and Callippe silverspot butterfly. There are currently no commercial mitigation banks selling credits for these species. Acquiring parcels for these mitigation needs could be difficult and or problematic as the private parcels that have the type of habitat for these Covered Species are generally too small to be cost effective for purchase or are not for sale. Securing a Conservation Easement on existing SLT property for these mitigation needs will defray costs of purchasing land outright-and could potentially expedite new development in Fairfield and Vallejo.

The General Manager will sign a separate Agreement Letter (attached) between the Water Agency and SLT. This letter states that SLT staff will work with the Water Agency towards securing the Mitigation Project. A \$5,000 project screening fee and a \$20,000 retainer (unexpended funds are returned to the Water Agency) are required by SLT for work of this nature. There is adequate funding in the Habitat Conservation Planning budget for this expense.

The Mitigation Project would be similar to setting up a mitigation bank, with the exception of SLT owning the property and the Water Agency and PG&E benefitting of the mitigation credits. Water Agency staff are in preliminary discussions with Solano Transportation Authority staff to determine if they have similar mitigation needs for future projects that could help defray initial costs.

Several agreements and other instruments will be required to set up the Mitigation Project, including: a Management Plan, a Mitigation Agreement, an Endowment Prospectus, a Reimbursable Agreement for SLT staff time (letter mentioned above), and a Conservation Easement. The Water Agency will take the lead on procuring these documents, in consultation with PG&E. SLT will retain their land, the Water Agency will hold the Conservation Easement and PG&E and the Water Agency will be able to utilize the mitigation credits once in the implementation phase.

The Conservation Easement will require an endowment to fund long-term management and monitoring on the land. The endowment will ultimately be repaid through fees acquired from the HCP for new development projects (developer fees). The endowment can be funded in phases over several years. For the size of the Mitigation Project (2,000 acres), and the management and monitoring requirements (in perpetuity), an endowment in the range of \$3,000,000 to \$5,000,000 will likely be required. These costs will partially be shared by PG&E, all other costs will be repaid to the Water Agency through HCP developer fees.

The Endowment Prospectus will spell out exact costs and how a phased funding approach could be achieved. A cost benefits analysis will also be developed to determine the cost effectiveness of this endeavor to show cost savings over buying smaller parcels (which would also require Conservation Easements and endowments) over the life of the HCP. Initial up front costs to fund this endowment could be in the order of \$1,000,000.

Future consideration to expend Water Agency funds for the implementation phase of the Mitigation Project will be recommended in the fiscal year 2015/2016 budget. If the Mitigation Project proceeds to implementation, future agreements to commit Water Agency funds will be brought to the Board for consideration.

SOLANO COUNTY WATER AGENCY



February 12, 2015

Dianne Ross-Leech, Director Environmental Policy
Pacific Gas and Electric Company
77 Beale Street, Room 2815
San Francisco, CA 94105

Dear Ms. Ross-Leech:

This letter constitutes an understanding between the Pacific Gas and Electric Company (PG&E) and the Solano County Water Agency (SCWA) for the proposed collaboration of preservation and restoration credits (Mitigation Credits) for federally listed species on Solano Land Trust property in Solano County.

This work is an outgrowth of the Habitat Conservation Plans (HCP) that both PG&E and SCWA are developing. Development of the Mitigation Credits will require several ancillary documents and agreements, including: a Management Plan, a Mitigation Agreement, an Endowment Prospectus, a Reimbursable Agreement for SLT staff time, and a Conservation Easement (this list is not exhaustive-other documents and agreements may be required to secure Mitigation Credits). It is anticipated that SCWA will take the lead, in consultation with PG&E, on procurement of these documents and agreements, with assistance from SCWA's HCP consultant, LSA Associates, Inc.

PG&E and SCWA will share the costs of these documents and agreements. The overall cost is indeterminable at this time, however, for the purposes of this Letter of Understanding, costs will not exceed \$100,000. SCWA will contribute up to \$50,000 and PG&E will contribute up to \$50,000. If the cost of procuring Mitigation Credits is less than \$100,000, the savings will be shared between PG&E and SCWA.

SCWA will bill PG&E for its share on a quarterly basis until all documents and agreements are in place to deliver the Mitigation Credits or unless one or both parties decide to terminate the process. The process is expected to be completed by approximately the first quarter of 2016.

By the signatures below, SCWA and PG&E affirm the understanding put forth in this document.

SOLANO COUNTY WATER AGENCY

PACIFIC GAS AND ELECTRIC COMPANY

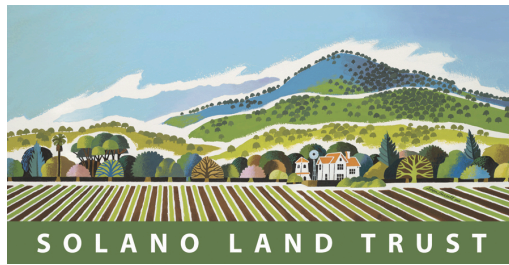
David Okita, General Manager

Dianne Ross-Leech, Director Env. Policy

H-2.PG&E CE Letter

810 Vaca Valley Parkway, Suite 203
Vacaville, California 95688
Phone (707) 451-6090 • FAX (707) 451-6099
www.scwa2.com





January 12, 2015

Mr. Chris Lee
Principal Water Resources Specialist
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

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Sue Frost
Elizabeth Fry
Albert Lavezzo
Steve Pressley
Gale D. Spears

Re: Letter Agreement for Mitigation Project Development for Special Status Species
Habitat Conservation and Restoration at King and Swett Ranches

Dear Chris:

Thank you for asking Solano Land Trust (SLT) to assist you in satisfying mitigation requirements for protecting and restoring special status species habitats and vegetation communities at our King and Swett Ranches in western Solano County. SLT understands that is the desire of the Solano County Water Agency (SCWA) and Pacific Gas and Electric Company (PG&E) to utilize existing and future mitigation rights/credits and opportunities at these ranches in Solano County in partial fulfillment of mitigation opportunities required by the Solano County Multispecies Habitat Conservation Plan ("Solano HCP") and the PG&E Bay Area Operation and Maintenance Habitat Conservation Plan ("PG&E HCP").

This letter agreement ("Agreement") sets forth the agreement between SLT and SCWA (which will act as the lead mitigation "Project Proponent" for this agreement) regarding the development and potential execution of a mitigation project to provide habitat mitigation and conservation (Mitigation Needs) at SLT's King and Swett Ranches for various covered species and their habitats addressed in the Solano and PG&E HCPs (Project or Mitigation Project).



The Mitigation project will entail the transfer of mitigation "credits" (as acres of habitat) to SCWA/PG&E to be protected by a conservation easement (to be held by SCWA) pursuant to the stay-ahead provisions of the Solano HCP and the PG&E HCP. All restoration and conservation activities on SLT's King and Swett Ranches will be coordinated through approved Management Plans. It is expressly recognized that SLT

maintains public access to these properties pursuant to SLT's public access obligations and policies (including a Board approved public access plan) and conditions required under the approved Management Plans and conservation easement.

SLT has a three-step process that involves our staff, Board of Directors, and board committees in the decision-making process to accept mitigation projects:

1. **Screening (\$5,000).** SLT is charging its standard \$5,000 non-refundable screening fee to cover project screening. This amount is due now.

SLT provided its Project Committee with information about the Project's scope and the conformation with our mitigation policies. SLT staff will request the Committee's approval to move forward with the Project Development phase on **January 23, 2015**. The official start date for the Project Development work, as further described below, shall be the date of approval by SLT's project committee.

2. **Project Development (\$20,000).** SLT anticipates that the project development will involve significant staff resources for field visits, documentation, assistance in developing and reviewing management plans and funding requirements meetings and contract administration. SLT requires a \$20,000 retainer to develop a draft Mitigation Agreement and draft Conservation easement, and associated documents subject to SLT Board of Director's approval. This will cover SLT staff costs, consultant and legal expenses.

SLT's Project Manager Sue Wickham will serve as SLT's overall project lead and as part of the project management team. SLT will provide a budget to Project Proponent that will include, but may not be limited to, the following payments (collectively, the "Contract Funds") (terms and fees will be negotiated by SLT and SCWA at such a time as when the Mitigation Needs project is approved by all parties to proceed to the implementation phase) : (1) a series of payments to cover Conservation Easement Costs ("Service Payments"); (2) a one-time fee to fund perpetual monitoring and maintenance of the project ("Endowment"); (3) a one-time fee to compensate SLT for use of its land for the Project Proponent's purpose ("Mitigation Project Fee"); and (4) a one-time fee to defray costs associated with defending any challenges to SLT's title or use of SLT's King/Swett Ranches for this purpose ("Legal Defense Fee").

3. **Acceptance and Execution.** SLT and the Project Proponent will execute the Mitigation Agreement and Conservation Easement once SLT receives formal approval of the Project by its Board of Directors and written assurances that the Project Proponent and Permitting Agency are satisfied with the location, scope, and budget of the Project. The Mitigation Fees, Service Payments, Legal Defense Fee and Endowment are due to SLT upon execution of the Mitigation Agreement and before project construction begins. Scheduling of Service Payments will be negotiated prior to approval by SLT's Board of Directors.

SLT has the sole discretion to determine whether or not to undertake the Project after the Project Development process. SLT will work diligently and in good faith to complete the tasks outlined above. By agreeing to undertake this work, however, SLT does not guarantee that it will ultimately accept the Mitigation Project. In addition, SLT's participation in this Mitigation Project does not constitute SLT's endorsement of SCWA or its activities.

Project Proponent agrees to pay SLT all incurred costs associated with this Project from its initiation on January 23, 2015, even if the Mitigation Project is not approved by the Permitting Agency and/or SLT. Costs include SLT's staff time, direct expenses (e.g., travel costs), and professional services that SLT may employ (e.g., legal services, biological consultants). Either party may terminate this agreement with seven days prior notice for convenience or cause. In the event the Project Proponent withdraws its request that SLT develop the Project, the Project Proponent will be responsible for all of SLT's costs associated with this Project incurred up until the date of such withdrawal. SLT will bill for these costs against the retainer described herein. The schedule of SLT's rates is attached.

In order to proceed, the Project Proponent must deposit with SLT the screening fee in the amount of Five Thousand Dollars (\$5,000) and the initial retainer in the amount of Twenty Thousand Dollars (\$20,000.00). The retainer is non-refundable except to the extent that it exceeds the Project Proponent's financial obligations to SLT under this Agreement. For example, if SLT completes the work for less than \$20,000.00, any balance will be returned to the Project Proponent. Alternatively, if, during the process, the balance in the retainer account falls below \$5000.00, SLT may require that the Project Proponent provide additional funds before continuing to work on the Project. Upon the Project Proponent's request, SLT will provide an accounting of the staff time and other expenses incurred and charged against the retainer.

If you have questions regarding this project, please contact Sue Wickham at 707-432-0150 ext. 207. We look forward to working with you.

Sincerely,

Nicole Byrd
Executive Director

[Project Proponent acknowledgement follows on next page.]

ACKNOWLEDGED AND AGREED:

By its signature below, the SOLANO COUNTY WATER AGENCY agrees to the terms of this letter agreement. Enclosed is the retainer check in the amount of Twenty Thousand Dollars (\$20,000.00) and the screening fee check in the amount of Five Thousand Dollars (\$5,000) made payable to Solano Land Trust.

By:

Mr. David Okita
General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Signature

date

**SOLANO LAND TRUST
MITIGATION FEE STRUCTURE AND TERMS**

Position	Hourly Rates*
Executive Director	\$200.00
Stewardship Director	\$200.00
Project Manager	\$150.00
Project Analyst	100.00
Field Steward	\$80.00
Land Steward	\$100.00
Project Accounting and Office Staff	\$80.00

*Rates applicable through June 30, 2015; increasing by 5% annually thereafter

Project Related Expenses

All project-related expenses—such as consultants and contractors, materials and supplies, agency fees, travel, subsistence, printing, telephone calls, postage, delivery, and shipping charges—will be billed by Solano Land Trust (SLT) at cost plus 20% to cover overhead and administration.

Agreement Terms

For project evaluation and development, SLT will bill staff time and project-related expenses against the retainer (\$20,000) supplied by the mitigation project proponent. If the services provided by SLT are completed for less than the \$20,000 retainer, the balance will be returned to the proponent or applied toward implementation of the accepted mitigation project. However, if during the project the balance in the retainer account falls below \$5,000, SLT may require the project proponent to pay an additional retainer to restore the retainer account to \$20,000. Upon request, SLT will provide an accounting of the staff time and other expenses incurred and charged against the retainer.

Should the mitigation project be accepted by the Solano Land Trust Board of Directors, a Mitigation Agreement will be prepared and signed by the project proponent and SLT. A template of this Mitigation Agreement is available.

Fees, Payments and Endowments

Should the mitigation project be accepted by the SLT's Board of Directors, the following fees may apply:

Mitigation Fees

- Legal Defense Fee. For each mitigation project, SLT requires a \$5,000 contribution to SLT's legal defense fund for future legal defense of the

mitigation area. These funds will be pooled with other easement defense funds which are managed by SLT's Board.

- Mitigation Project Fee. If the project requires use of SLT's property and requires additional restrictions to be placed on that property, SLT, at its discretion, may require a Mitigation Project Fee calculated based on 10% of the total project cost including the endowment. A higher percentage may be used depending on the restrictions placed on the property. This fee will be managed by SLT's Board.

Service Payments

- Service payments to implement the project. Service payments are project costs that will be based on the fee schedule and terms above as well as on contractor and consultant estimates if needed. Service payments must cover all project costs for implementation and will be managed in a restricted account for this purpose.

Endowments

- An endowment may be required to compensate SLT for costs associated with in-perpetuity tasks and/or special land protections. Endowments can be calculated based on the actual cost of the proposed activity, such as monitoring or maintenance, or based on recurring in-perpetuity capital costs. In some cases SLT is required to provide in-perpetuity protection of the mitigation site or property in general without specific tasks. The project contract will describe how earnings may be spent from these restricted endowment funds.
- The total endowment, including earnings and growth, needs to cover costs for annual maintenance of the project and capital costs for the project. SLT may split the endowment into a maintenance endowment and a capital endowment. Maintenance endowment drawdowns should cover project obligations, including a cost-of-living allowance at 5% in accordance with SLT's investment policy. Endowment funds will be non-wasting and will be calculated and managed in accordance with SLT investment policies.

Federal Tax ID Number: 94-3015363

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 12, 2015

SUBJECT: Partnership with the Yolo County Habitat/Natural Communities Conservation Plan JPA for Lower Putah Creek Habitat Projects

RECOMMENDATIONS:

1. Approve a non-binding partnership with the Yolo County Habitat/Natural Communities Conservation Plan Joint Powers Agency for Lower Putah Creek Habitat Projects as recommend by the Lower Putah Creek Coordinating Committee.
2. Authorize General Manager to execute documents, as necessary, to implement the partnership.

FINANCIAL IMPACT:

No cost to SCWA. This is a potential new additional funding source for Lower Putah Creek habitat projects.

BACKGROUND:

The Yolo County Habitat/Natural Communities Conservation Plan (Yolo NCCP) will have an obligation to develop habitat projects. The Yolo NCCP will identify Lower Putah Creek as a high priority area for habitat development. The habitat restoration work of the Lower Putah Creek Coordinating Committee (LPCCC) is consistent with the Yolo NCCP. The Yolo NCCP desires to partner with SCWA/LPCCC on future projects that could count towards the Yolo NCCP. The proposal is attached.

The LPCCC recommends that SCWA enter into the partnership. There is no identified downside and the Yolo HCP could bring funding for future Lower Putah Creek projects.

Recommended: 
David B. Okita, General Manager

☐ Approved as recommended ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on February 12, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita
General Manager & Secretary to the
Solano County Water Agency



Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency

YOLO NATURAL HERITAGE PROGRAM

~ Partnering for Conservation ~

Member Agencies

*County of Yolo • City of Davis • City of Winters • City of West Sacramento • City of Woodland •
University of California, Davis*

Lower Putah Creek Coordinating Committee/Solano County Water Agency Proposal January 14, 2015 Draft

Goal

Secure approval from the Solano County Water Agency (SCWA) for a non-binding partnership between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (JPA), the Lower Putah Creek Coordinating Committee (LPCCC), and the SCWA. The LPCCC approved a recommendation on January 8, 2015 to establish this partnership.

Partnership Proposal

The LPCCC and SCWA intend to enter into a partnership with the JPA to enhance habitat on Putah Creek consistent with the requirements of the Putah Creek Accord and the LPCCC's Strategic Plan. Specifically, the LPCCC and SCWA intend to coordinate restoration and enhancement efforts, including monitoring, with the Yolo HCP/NCCP to ensure consistency with the HCP/NCCP conservation strategy, as long as the work is also consistent with the requirements of the Putah Creek Accord and the LPCCC's Strategic Plan. The LPCCC and SCWA recognize a partnership with the JPA is a critical part of ensuring the JPA meets the conservation obligations of the Yolo HCP/NCCP. The LPCCC and SCWA also recognize that coordination with the JPA will allow the LPCCC to maximize revenue to implement the LPCCC Strategic Plan because the HCP/NCCP will bring additional state and federal conservation funds into the LPCCC program that are only available to HCPs and NCCPs. The LPCCC and SCWA may at any time decline to partner with the JPA.

Background

The JPA consists of Yolo County and the Cities of Davis, West Sacramento, Winters, and Woodland, who formed the JPA in August 2002 to draft the Yolo HCP/NCCP. Through the Yolo HCP/NCCP, the JPA and its member agencies will obtain long-term permits under the federal Endangered Species Act (FESA) and California Natural Community Conservation Planning Act (NCCPA) that cover an array of public and private economic activities in Yolo County. To ensure compliance under these regulations, the JPA is collaborating with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) to develop biological goals and conservation measures that provide for the conservation of the 12 species covered by the plan and the natural communities on which they depend. (See Attachment A for a list of covered species and Attachment B for a map showing the location of these covered species.)

A central component of the Yolo HCP/NCCP is conservation and restoration along Putah Creek. (See Attachment C for a list of draft biological objectives related to Putah Creek.) The Yolo HCP/NCCP also contains a conservation acreage target above and beyond the mitigation acreage necessary for the impact of activities covered by the plan. For the element of the Yolo HCP/NCCP that provides conservation above mitigation, the JPA must split the costs of easement and fee title acquisition equally with the state and federal government. The JPA must therefore rely on local funding sources for half of the cost of this work. The JPA has identified three potential local funding sources: the Yolo County Cache Creek Area Plan, the City of Davis Open Space Program, and the SCWA/LPCCC program. The JPA has developed a partnership with Yolo County (approved by the Yolo County Board of Supervisors in November 2014) for work consistent with the Yolo HCP/NCCP on Cache Creek and is working on a partnership with the City of Davis related to the City's Open Space Program.

The JPA has designed the Yolo HCP/NCCP to build on the existing efforts of the LPCCC and does not intend to change the focus of the LPCCC conservation work or otherwise interfere with the program. Rather, the JPA hopes to provide additional financial resources not currently available to the LPCCC and at the same time "count" SCWA's financial contribution to this work towards the JPA's local funding obligation. The state and federal wildlife agencies have indicated conceptual support for this approach in recognition of the excellent work of the LPCCC and SCWA to restore and enhance Putah Creek in the absence of countywide conservation plan. The JPA does not anticipate the partnership will cause a problem with matching fund obligations of the LPCCC for state and federal grants. If there is a conflict, the LPCCC's matching fund requirements will take precedence. In addition to the work with the LPCCC, the JPA will work with willing landowners to purchase conservation easements along Putah Creek.

Attachment A

Yolo HCP/NCCP Covered Species¹

<i>Common Name</i>		<i>Scientific Name</i>	<i>Status Federal/State/Other¹</i>
Plants			
1	Palmate-bracted bird's-beak	<i>Chloropyron palmatum</i>	E/E/1B
Invertebrates			
2	Valley elderberry longhorn beetle	<i>Desmocerus californicus dimorphus</i>	T/-/-
Amphibians			
3	California tiger salamander	<i>Ambystoma californiense</i>	T/T/-
Reptiles			
4	Western pond turtle	<i>Actinemys marmorata</i>	-/CSC/-
5	Giant garter snake	<i>Thamnophis gigas</i>	T/T/-
Birds			
6	Swainson's Hawk	<i>Buteo swainsoni</i>	-/T/-
7	Western yellow-billed cuckoo	<i>Coccyzus americanus occidentalis</i>	C/E/-
8	Western burrowing owl	<i>Athene cunicularia hypugaea</i>	-/CSC/-
9	Least Bell's vireo	<i>Vireo bellii pusillus</i>	E/E/-
10	Bank swallow	<i>Riparia riparia</i>	-/T/-
11	Tricolored blackbird	<i>Agelaius tricolor</i>	-/CSC/-
12	White Tailed Kite	<i>Elanus Leucurus</i>	-/FP/-

¹Status:Federal

E = Listed as endangered under ESA

T = Listed as threatened under ESA

PT = Proposed for listing as threatened under ESA

C = Candidate for listing under ESA

California Native Plant Society (CNPS)

1B = Rare or endangered in California and elsewhere

State

E = Listed as endangered under CESA

T = Listed as threatened under CESA

CSC = California species of special concern

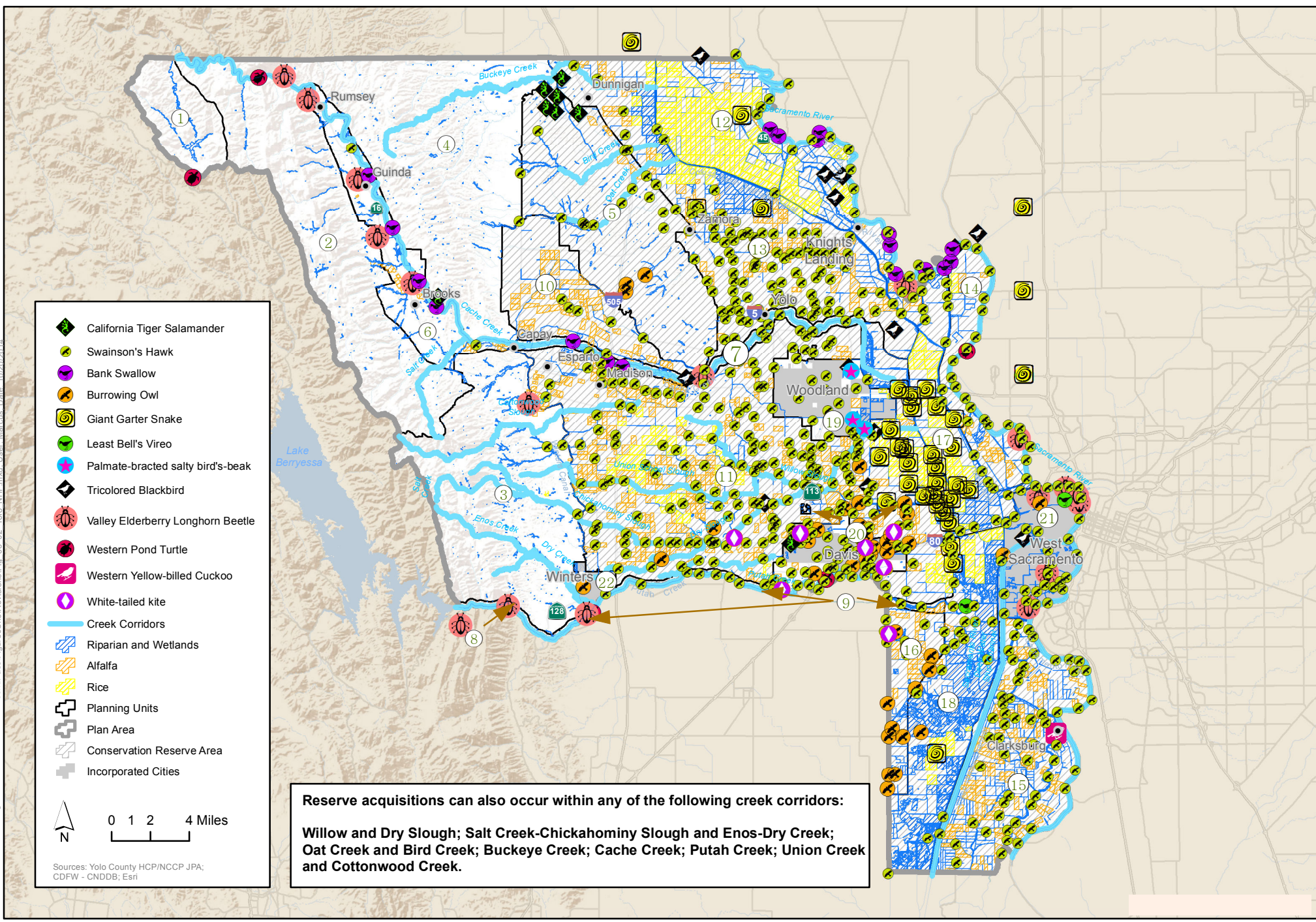
FP = Fully Protected under California Fish and Game

²Formerly *Cordylanthus palmatus*.

¹ All species removed from the covered species list will be added to either a new list of "rare species" in Yolo County or the "species of local concern" list. The JPA will address conservation of these species in the Yolo Natural Heritage Program's Local Conservation Strategy.

Attachment B

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DRAFT
Figure 5-2
Yolo HCP/NCCP Covered Species Occurrences

Attachment C

PUTAH CREEK BIOLOGICAL GOALS AND OBJECTIVES FROM DRAFT YOLO HCP/NCCP

From October 2014 draft (subject to change)

Objective L-1.5: Prioritize land acquisition and restoration to support a corridor comprised of patches of woody and herbaceous riparian vegetation within the Putah Creek floodplain extending the length of Putah Creek in Planning Units 8 and 9 (Figure 5-4).

Rationale: The Putah Creek Corridor (Figure 5-4) will provide connectivity between the Conservation Reserve Area and natural communities in the South Blue Ridge Planning Unit. It will provide a corridor for movement of native wildlife, including wide-ranging species such as mule deer, extending to the City of Davis, where Putah Creek enters Solano County. This conservation will build off of protection and enhancement actions that the Lower Putah Creek Coordination Committee (LPCCC) has implemented in this area.

Objective NC-VFR1.2: Restore one acre of valley foothill riparian natural community for each acre lost as a result of covered activities. Site the restoration to improve connectivity among patches of existing valley foothill riparian vegetation within the Cache Creek and Putah Creek Corridors.

Rationale: Restoring valley foothill riparian provides a spatial and temporal framework for ensuring that life history requisites for associated covered and other native species are maintained and that connectivity among patches of valley foothill riparian is improved. Restoration of valley foothill riparian along Cache Creek and Putah Creek will contribute towards achieving the establishment of habitat corridors under Objectives L-1.5 and L-1.6. The HCP/NCCP will achieve this objective by applying restoration techniques and criteria described in Conservation Measure 2, *Restore Natural Communities*.

Objective VELB1.1: Within the 1,600 acres of protected valley foothill riparian natural community (Objective NC-VFR1.2), prioritize protection of populations of valley elderberry longhorn beetle along Lower Cache Creek and Lower Putah Creek, and adjacent lands to provide for valley elderberry longhorn beetle population expansion.

Rationale: Cache Creek and Putah Creek are known to support populations of valley elderberry longhorn beetle. Although the landscape and natural community objectives provide for protection of valley foothill riparian natural community along these two drainages, only those portions of the valley foothill natural community that support elderberry shrubs are capable of supporting this species. Furthermore, due to the species' limited dispersal capability, it has a low likelihood of occupying areas far from existing populations. It is therefore important to protect occupied habitat, and lands adjacent to occupied habitat, to provide for population expansion. Yolo County's implementation of the Cache Creek Resource Management Plan has resulted in the establishment of

thousands of valley elderberry shrubs along the Cache Creek corridor: the Yolo HCP/NCCP will build off of this effort to provide large, contiguous patches of valley elderberry longhorn beetle habitat in this area.

Other language:

Page 5-31 -- Achieving Objectives L-1.4 and L-1.5 will result in the protection, management and enhancement within large, contiguous valley foothill riparian areas along Cache Creek and Putah Creek. The Science Advisors (Spencer et al. 2006) identified Cache Creek and Putah Creek as important areas to conserve the valley foothill riparian community and provide wildlife habitat connectivity. These corridors support some of the largest contiguous patches of valley foothill riparian natural community remaining in the Plan Area, and therefore support wildlife species that are rare or absent in other parts of the Plan Area. For example, the valley foothill riparian natural community along Putah Creek supports a small population of yellow-breasted chat, which is extirpated from most of the Plan Area. The lower reaches of Putah Creek support ringtail (H.T. Harvey 2005).

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 12, 2015

SUBJECT: Ulatis Project Easement Variance: Pipeline Agreement

RECOMMENDATION:

Authorize General Manager to execute agreement with Thiara Brothers, LLC, to allow a water pipeline crossing within an Agency easement along the Ulatis Flood Control Project.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Ulatis Flood Control Project (UFCP) is a system of improved channels that convey drainage and irrigation water from Vacaville and rural parts of the north Solano County to Cache Slough. The Water Agency is responsible for operations and maintenance of the UFCP with a combination of easement and fee land rights over the project channels. SCWA holds an easement over Gibson Canyon Creek across the Assessor Parcel Numbers 141-010-002 and 141-010-003, currently owned Thiara Brothers, LLC. Our easement holdings provide that the underlying landowner may continue to use their land within the easement as long as their activities do not create a liability to Agency or interfere with the perform of our operation and maintenance duties.

The landowner owns the property the both sides of the creek and had installed an above-ground water pipeline across the channel irrigation water across the creek. Suspended structures such as this can impede flood flows, catch debris, and cause bank failures during high flow conditions. Agency standard policy requires such crossing to be underground within the flood way to avoid these issues. The Agency requested the landowner to reinstall the water line underground across our easement in accordance with our standard policy. The landowner attempted to implement the request but ran into major difficulties due to the existence of another easement containing a major gas supply line at the same location and was not able to get permission to construct within the conflicting easement.

Recommended: 
David B. Okita, General Manager

<input type="checkbox"/> Approved as recommended	<input type="checkbox"/> Other (see below)
--	--

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on February 12, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita
General Manager & Secretary to the
Solano County Water Agency

Upon further discussion between the landowner and Agency, an accord was reached to allow the encroachment provided that the installation is temporarily removed from the creek channel between November 1 and April 1 after each irrigation season. The agreement has been developed through Agency counsel and will be recorded to bind all successors. Staff accepts the encroachment as a one-time variance due to mitigating circumstances without precedence against the standard policy.

PIPELINE AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**"), is made this 12th day of December 2014 by and between THIARA BROTHERS, LLC, a California Limited Liability Corporation, and HILBERS M&M LP(collectively, "**Thiara**") and the SOLANO COUNTY WATER AGENCY, a political subdivision of the State of California (the "**Agency**").

WHEREAS, the Agency holds an easement for the use, operation and maintenance of Gibson Creek for flood management purposes (the "**Easement Rights**").

WHEREAS, the Agency's Easement Rights traverse various properties, including those properties designated as Assessor's Parcel Numbers 141-010-002 and 141-010-003 (the "**Property**"), owned by Thiara, as shown on the map attached hereto as **Exhibit A**.

WHEREAS, the Property is owned by Thiara, who subsequently installed an irrigation pipeline, six-inches (6") in diameter, which crosses over Gibson Creek and the Agency contends that this pipeline encroaches upon the Agency's Easement Rights (the "**Pipeline**"). Thiara contends that as the fee owner of the Property, that it may use its Property in any way that does not unreasonably interfere with the Easement held by the Agency, including the airspace above the Easement and any space below the Easement and that the Pipeline is not an encroachment.

WHEREAS, under its policies, Agency would ordinarily require the Pipeline be removed in order to protect the full extent of its easement rights in the Property, however, Thiara has attempted to relocate the Pipeline at Agency's request and has encountered extraordinary obstacles.

WHEREAS, the parties have agreed that under the circumstances confined to this situation, provided Thiara complies with the mitigation measures required by this Agreement, Agency will allow the Pipeline to remain in place subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Agency and Thiara agree:

1. Pipeline Agreement: This Agreement is granted solely for the purpose of allowing Thiara to install and maintain a removable six-inch (6") pipeline that currently crosses that portion of Gibson Creek that traverses the Property at fifteen (15) feet above the water line (this limited area shall be referred to as the "**Premises**"), as said pipeline is depicted on the map attached hereto as **Exhibit B**. The Pipeline shall be temporarily removed from the Premises each year between November 1st and April 1st of the following year. Water tight seals shall be installed in pipe connections remaining in the bank when the Pipeline is removed.

2. Term. This Agreement shall continue in full force and effect during the perpetual term of the Easement, except that this Agreement shall terminate when (1) Thiara has replaced the Pipeline for its purposes in an underground location and the overhead Pipeline is no longer needed or functional; (2) Thiara no longer has any need, considering its permanent use of the land, to transfer irrigation water for crop purposes between the parcels over Gibson Creek.

3. Non Approval: In entering into this Agreement, the Agency does not approve of or speak to the quality, safety, and workmanship of the Pipeline.

4. Alterations and Improvements: Upon termination of this Agreement under Section 2, Thiara shall, at its sole expense, immediately remove the Pipeline and shall restore the Premises to the condition it was in before the installation of the Pipeline, or better. If Thiara fails to remove the Pipeline within 30 days of receiving a notice of termination of this Agreement, Thiara agrees that Agency may remove the Pipeline, and Thiara shall reimburse the Agency within thirty (30) days of receiving an invoice therefore.

5. Preventive Measures: Because the Pipeline increases the risk of bank erosion during high water flow, Thiara shall supply, at its own expense, and Agency shall install, at its own expense, materials necessary to construct a protective rock slope. The type and quantity of materials supplied by Thiara must be approved by the Agency. Said materials must be supplied within thirty (30) days of this Agreement's effective date. If said materials are not supplied by Thiara within thirty (30) days, Thiara agrees that Agency may purchase the materials, and Thiara shall reimburse the Agency within thirty (30) days of receiving an invoice therefore.

6. Noninterference. Thiara shall use the Pipeline rights granted herein with due regard to the rights of the Agency, and shall not use said rights in any way that will unreasonably impair the reasonable use of the Agency's Easement Rights. Agency shall have the right, and Thiara shall permit Agency and its agents, to enter upon the Property to inspect the Premises at any time. Thiara shall not interfere with activities performed by or on behalf of the Agency during the term of this Agreement, and agrees that it will not commit waste on the Premises, nor maintain a nuisance thereon, nor use, or permit the Premises to be used in an unlawful manner.

8. Maintenance Obligations. Thiara agrees to maintain the Pipeline and the Premises in a safe condition, to inspect it regularly, and to promptly make any and all necessary repairs, after first notifying Agency and receiving Agency approval, which shall not be unreasonably withheld. Such services shall be provided at the level necessary, in the sole discretion of the Agency, to maintain the Pipeline, the Premises and adjoining Agency easements in a safe and clean condition. If Thiara fails to make necessary repairs within thirty (30) days of receiving notice from the Agency regarding the need for repairs, Thiara agrees that Agency may make all necessary repairs, and Thiara shall reimburse the Agency within thirty (30) days of receiving an invoice therefore.

9. Indemnification. To the fullest extent Permitted by law, Thiara shall indemnify, defend, protect and hold completely harmless Agency, its successors and assigns, Agency's personal representatives, its employees, agents, and officers (collectively, the "Indemnitees"), and their respective successors and assigns, from and against any and all claims, demands, losses, proceedings, damages, causes of action, personal injury, death, or property damage, liabilities, costs or expenses (including, but not limited to, attorney's fees), in any way arising from, out of, in connection with or related to the Pipeline rights referred to in this Agreement, whether by Thiara, its agents, representatives, employees, servants, contractors, subcontractors, sub-subcontractors, suppliers, licensees, invitees, trespassers, or anyone directly or indirectly employed by any of them. Thiara shall defend each Indemnatee, through counsel reasonably approved by such Indemnatee in any proceeding or arbitration brought against the Indemnatee by reason of any such claim described above. This shall include, but is not limited to, indemnifying and holding the Agency harmless for any changes to the flow characteristics of Gibson Creek caused, ~~in whole or in part,~~ by the Pipeline, including flooding. Nothing in this Agreement is intended in any way to require Thiara to release, indemnify or hold harmless Agency in any way related to the original Easement of which Agency is the sole owner.

10. Release. In consideration for the Pipeline rights granted herein, Thiara agrees to release from all liability and promises not to sue Agency, its employees, officers, directors, volunteers and agents from any and all claims, including claims resulting in any physical injury (including paralysis and death), illness, damages (including property damages), or economic or emotional loss related to or caused by the Pipeline, including but not limited to, flooding (upstream, downstream, or in the immediate vicinity of the Pipeline) and any claims brought under the attractive nuisance doctrine. Thiara acknowledges and assumes the risks associated with the Pipeline rights granted herein, which includes but is not limited to personal injury, pain, economic and emotional loss, flooding, property damage, and death. Nothing in this Agreement is intended in any way to require Thiara to release, indemnify or hold harmless Agency in any way related to the original Easement of which Agency is the sole owner.

11. Binding on Heirs, Successors and Assigns. This Agreement is binding on the heirs, successors and assigns of the parties and is intended to run with the land. This Agreement does not grant or create an easement, nor does it convey or transfer to Thiara any right, title or interest in or to any property right of Agency. Whenever this Agreement requires an act to be performed by Thiara, such activity may be performed by Thiara, its employees, agents, or persons or entities operating under a contract with Thiara; provided that no contract or subcontract shall relieve Thiara of any of its liabilities or obligations under this Agreement, and Thiara agrees that it is fully responsible to Agency for the acts and omissions of Thiara's employees, agents, contractors, and subcontractors, and of persons either directly or indirectly employed by them in the performance of the activities.

12. Entire Agreement. This Agreement supersedes all prior negotiations of the parties hereto and contains the entire agreement of such parties on the matters covered hereby. This Agreement may not be modified orally, or in any other manner, other than by an Agreement in writing signed by both of the parties hereto.

13. Severability. If any term, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect.

14. Recordation. This Agreement shall be recorded. Upon termination of the Agreement, Thiara shall promptly execute and deliver to Agency a quitclaim deed in favor of Agency surrendering its rights under this Agreement.

15. Attorney's Fees and Costs. Should any litigation, arbitration or other proceedings commence between parties to the Agreement concerning the rights and duties of any party pursuant to, related to, or arising from this Agreement, the prevailing party in such litigation, arbitration or other proceedings shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees and costs of such litigation, arbitration or other proceedings as shall be determined in such litigation, arbitration or other proceedings, or in a separate action brought for such purpose.

16. Arbitration. Upon any controversy or action arising under this Agreement, each party hereby waives its rights to a court action and a jury trial and agrees that the matter shall be decided by binding arbitration pursuant to Code of Civil Procedure §§1280 et. seq. The parties shall select a qualified arbitrator in Solano County with at least 5 years' experience in real

property law. In such arbitration, the arbitrator shall have the power to allocate any costs under this Agreement relevant to the controversy at hand to do substantial justice between the parties.

17. Damage to Pipeline. Agency agrees that while using or maintaining the Premises, it will take reasonable care not to damage Thiara's Pipeline. However, if any part of the Pipeline is damaged by Agency without negligence, Agency shall not be responsible for or obligated to repair, replace, or compensate Thiara for said damage. In the event Agency accidentally and without negligence causes damage to the Pipeline, it shall be Thiara's responsibility to promptly make the necessary repairs.

18. Compliance All Laws: Thiara agrees to comply with all Municipal, State, and Federal laws now in force, or which hereafter may be in force, in exercising the rights granted by this Agreement.

19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

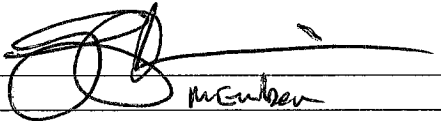
SOLANO COUNTY WATER AGENCY

By _____

ATTEST:

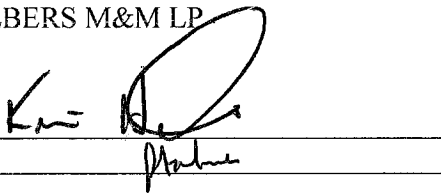
THIARA BROTHERS, LLC

By
Its



HILBERS M&M LP

By
Its



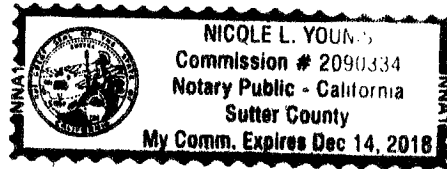
STATE OF CALIFORNIA)
)
COUNTY OF Sutter)

On Dec. 17, 2014, before me, Nicole Younis, Notary Public, personally appeared Kurt Hilbers & Gary Thurn who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicole Younis (Seal)



STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2014, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2014, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2014, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

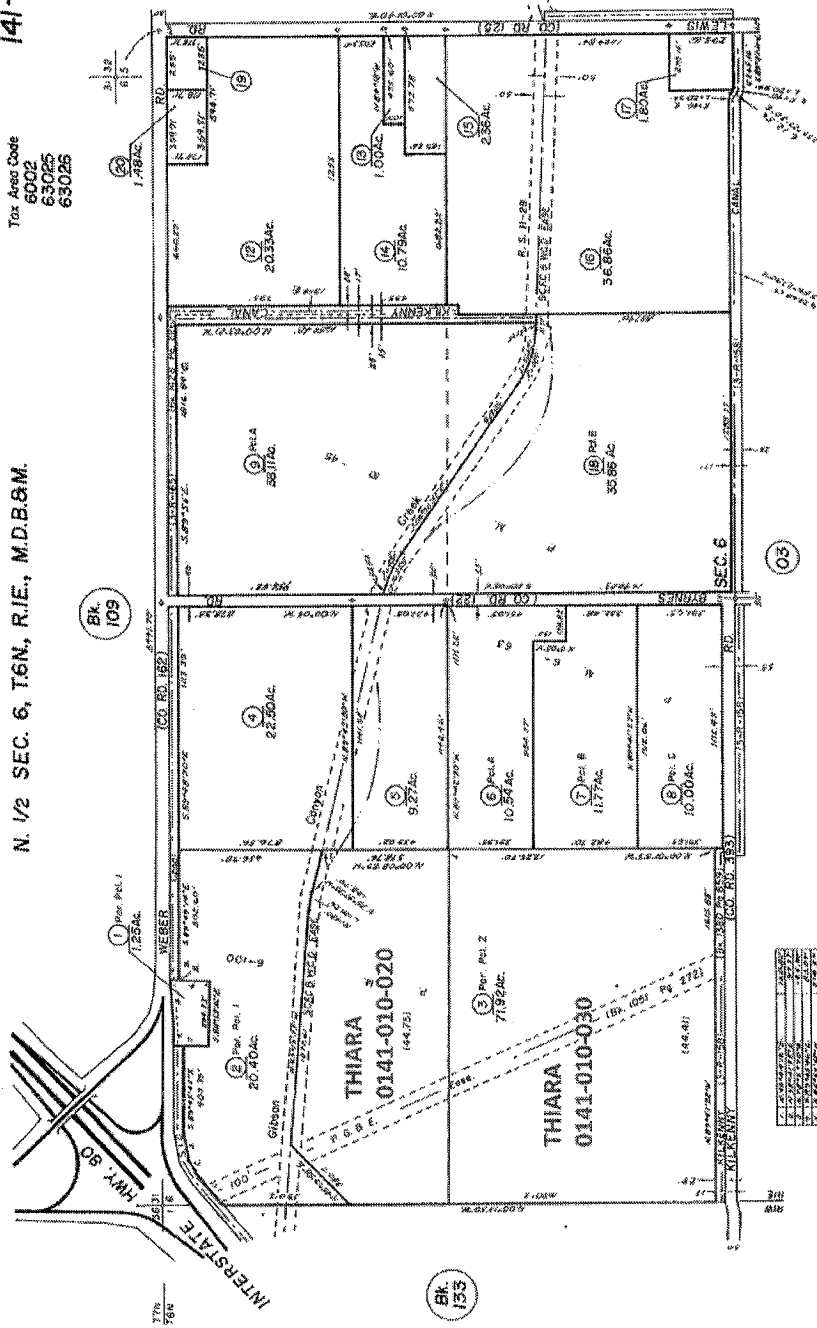
Signature _____ (Seal)

EXHIBIT A

N. 1/2 SEC. 6, T.6N., R.1E., M.D.B.8.M.

141-01

Tax Area Code
6002
63025
63025



Assessor's Map Bk 141 Pg 01

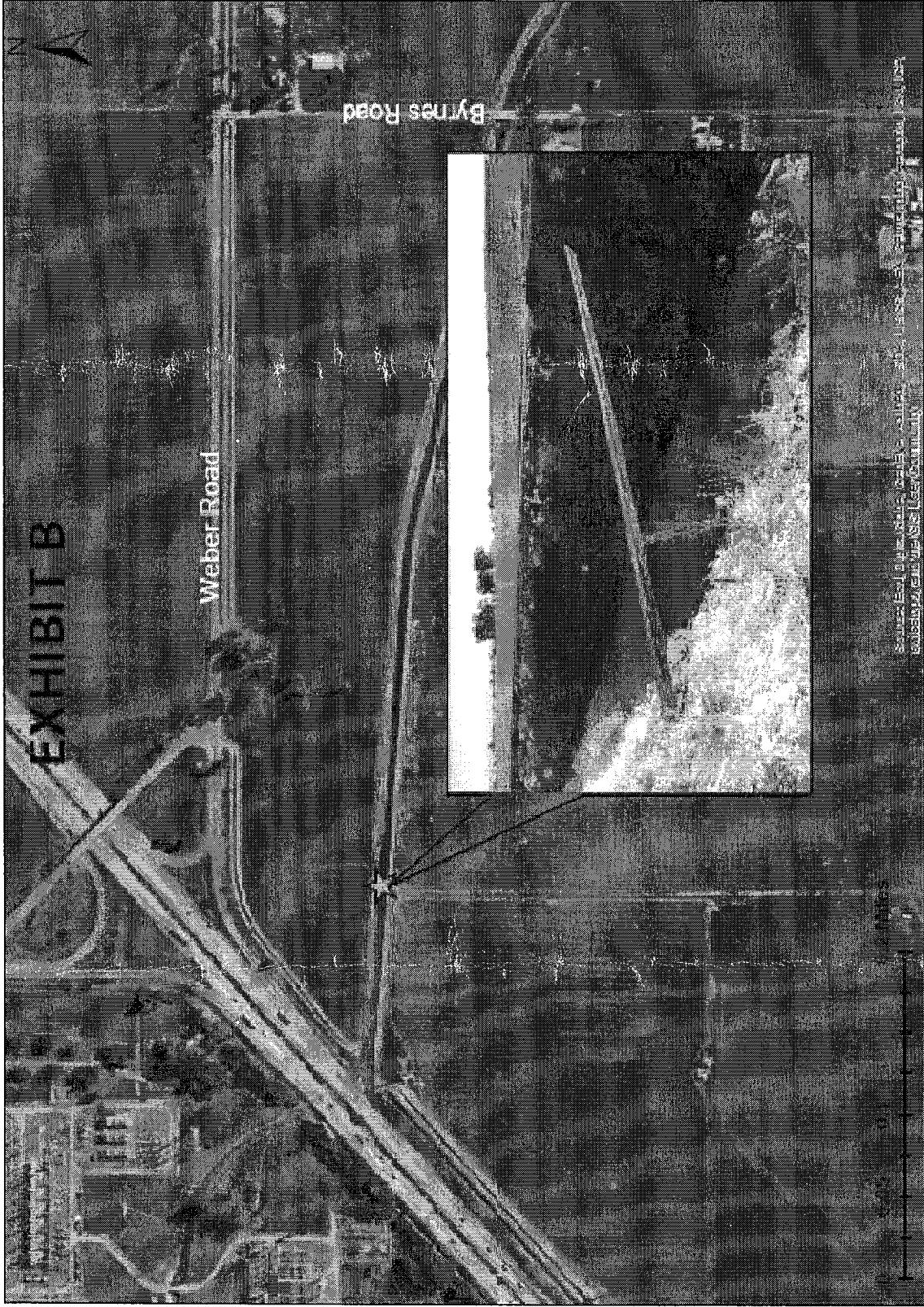
County of Solano, Calif.

1294

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessors Parcel Numbers Shown in Circles

REVISION	DATE	BY
1	08/27/00	JLS/SLD
2	08/27/00	JLS/SLD
3	08/27/00	JLS/SLD
4	08/27/00	JLS/SLD
5	08/27/00	JLS/SLD
6	08/27/00	JLS/SLD
7	08/27/00	JLS/SLD
8	08/27/00	JLS/SLD
9	08/27/00	JLS/SLD
10	08/27/00	JLS/SLD

REVISION	DATE	BY
1	08/27/00	JLS/SLD
2	08/27/00	JLS/SLD
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9	08/27/00	JLS/SLD
10	08/27/00	JLS/SLD




SOLANO COUNTY WATER AGENCY



MEMORANDUM

Agenda Item No. 7

TO: Board of Directors

FROM: David B. Okita, General Manager 

DATE: February 12, 2015

SUBJECT: February General Manager's Report

A very wet December was followed by a very dry January. As this report is being mailed, we will have a wet week to be followed by another dry period. But because we have a 100% supply from the Solano Project and a 25% supply from the State Water Project, no water shortages are expected this year. The rest of February and the month of March will inform us as to our water supply situation for the rest of this year.

The recruitment period for the General Manager position closed on February 6 and the Executive Recruiter, Mr. Satow, will be reviewing the applications and working with the General Manager Search Committee to identify applicants for an initial interview with the Committee to take place at the end of March. The Committee will keep the Board informed of their progress.

My official PERS retirement date will be April 25. I am working with our attorney to have the procedures necessary for the Board, at the April Board meeting, to allow me to continue to act as General Manager after my retirement until my replacement can start at the job. My employment contract with SCWA provides for a 45-day notice or early termination, so I will be sending a letter to the Board in March, terminating the contract effective April 25.

If you have any questions, please contact me at 455-1103 or dokita@scwa2.com.

Feb.2015.lt7.mem.doc

P.O. Box 349 • 6040 Vaca Station Road, Building 84
Elmira, California 95625-0349
Phone (707) 451-6090 • FAX (707) 451-6099
www.scwa2.com



Time Period Covered: January 2015

**REPORT OF CONSTRUCTION CHANGE ORDERS AND
CONTRACTS APPROVED BY GENERAL MANAGER
UNDER DELEGATED AUTHORITY**

**Construction Contract Change Orders (15% of original project costs
or \$50,000, whichever is less)**

Construction Contracts (\$30,000 and less)

Professional Service Agreements (\$30,000 and less)

Global Diving and Salvage – Solano Project Siphon Inspection - \$7,412

Non-Professional Service Agreements (\$30,000 and less)

**Construction contracts resulting from informal bids authorized by SCWA
Ordinance**

Note: Cumulative change orders or amendments resulting in exceeding the dollar limit need Board approval.

**RESOLUTION OF THE SOLANO COUNTY WATER AGENCY
ENDORSING THE LOWER SACRAMENTO/DELTA NORTH REGION CORRIDOR
MANAGEMENT FRAMEWORK**

WHEREAS, the Solano County Water Agency participated as a key partner in the development of the Regional Flood Management Plan (RFMP) for the Lower Sacramento/Delta North Region (note: we should use the term “Corridor” in place of “Region” – otherwise too many similar terms), which will inform the 2017 update to the Central Valley Flood Protection Plan; and

WHEREAS, the Final RFMP published on July 21, 2014 established a sustainable, integrated flood management vision for the Region that was developed through a collaborative process that included extensive public outreach to regional stakeholders; and

WHEREAS, the local agencies that developed the RFMP came to understand that the often competing single objectives of flood risk reduction, ecosystem restoration, and agricultural sustainability can be successfully integrated and achieved through a better aligned and implementation-focused partnership of Federal, State, and local agencies; and

WHEREAS, the Project Development Team that formed to develop the RFMP, consisting of staff from public agencies in Sacramento, Solano and Yolo County, has developed the Corridor Management Framework as the outline for a locally preferred approach to achieving the Federal, State, and local policy objectives in the Corridor. These policy objectives include the ability to (1) provide essential conveyance capacity and improve the resilience and reliability of the flood system, (2) preserve and promote a strong sustainable agricultural economy; and, (3) conserve and create high quality aquatic habitat consistent with the paramount flood management purpose of the system; and

WHEREAS, the Corridor Management Framework includes a wide range of projects and programs at various stages of development and not all may prove to be feasible; and

WHEREAS, the scale of the proposed state and federal flood and habitat restoration initiatives within the Corridor dictates that a detailed Yolo Bypass/Cache Slough Complex Management Plan (Complex Management Plan) be developed for this large subarea within the Corridor. The Complex Management Plan would specify how actions by the partner agencies would be governed; how a governance structure involving local, state and federal agencies would collectively develop and manage physical improvements and programs; how sustainable revenue streams would be established; and how local land owner and agency assurances for both foreseeable and unforeseeable challenges would be enforced; and

WHEREAS; once developed, the Complex Management Plan will be brought back to the Board of Directors of the Solano County Water Agency for approval; and

WHEREAS, local elected officials are needed to provide policy guidance on the development of the Corridor Management Framework and Complex Management Plan;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Solano County Water Agency:

1. Endorses the Lower Sacramento/Delta North Region Corridor Management Framework and pledges to work cooperatively with other public agencies in the Corridor and other stakeholders on the Corridor Management Framework and developing the Yolo Bypass / Cache Slough Complex Management Plan.
2. Appoints _____ as an elected official representative to work with other local elected officials on Corridor Management Framework and Complex Management Plan issues.
3. Authorizes continued staff participation in the Project Development Team to work with the local elected officials on the Corridor Management Framework and developing the Complex Management Plan.

Approved and Adopted on the 12th day of February, 2015. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Solano County Water Agency Board of Directors following a roll call vote:

Ayes:

Noes:

Abstain:

Absent:

David Okita, Secretary to the
Board of Directors of the Solano County Water Agency

Lower Sacramento / Delta North Region: CORRIDOR MANAGEMENT FRAMEWORK

WHAT IS THIS?

A coalition of local agencies developed this Corridor Management Framework (CMF) for the Lower Sacramento / Delta North Region. For the purposes of this CMF, the geographic footprint of the Lower Sacramento / Delta North Region is defined as the floodplain corridor (LS-DN Corridor) (Figure 1). The involved agencies believe that the often competing single objectives of flood risk reduction, enhanced ecosystem function, and agricultural sustainability can be integrated and achieved through a better aligned and implementation-focused partnership of federal, state, and local agencies. This CMF is founded on the concept that the LS-DN Corridor can be modified in a manner which accommodates multiple objectives through the implementation of projects and assurances that address all partners' needs. Federal, state, and local interests must all be addressed in order to eliminate the organizational barriers necessary to motivate change and commit to implementation.

This CMF was developed as a locally preferred approach to achieving the federal, state, and local policy objectives in the LS-DN Corridor. These policy objectives include the ability to (1) provide essential conveyance capacity and improve the resilience, reliability and adaptability of the flood system to climate change, (2) preserve agricultural land and promote a strong, sustainable agricultural economy; and, (3) conserve and improve functionality of aquatic and terrestrial species habitat consistent with the paramount flood management purpose of the system. It contains a number of projects and assurances that, if addressed together, will allow for the integration of these often competing objectives. The projects should be considered preliminary for purposes of the CMF as they are expected to evolve over time as more information is developed regarding specific project feasibility, funding availability, and local community support. The CMF also emphasizes the importance of establishing long-term collaborative and cooperative working relationships between federal, state, and local agencies that promote engagement and involvement.

This CMF is intended to serve as the basis for a collaborative, constructive, and transparent partnership between federal, state, and local agencies operating in the LS-DN Corridor. It also focuses on the interrelationship that exists between the LS-DN Corridor and its central feature, the Yolo Bypass / Cache Slough Complex (YB-CS Complex) (Figure 1). The CMF recognizes the integral role of the YB-CS Complex in the performance of the flood system; and, it focuses the Lower Sacramento / Delta North Region on the YB-CS Complex as a result. While the CMF identifies a proposed approach for reconciling and advancing multiple competing objectives in the entire LS-DN Corridor, it recommends the development of a detailed Yolo Bypass / Cache Slough Complex Management Plan (Complex Management Plan) for this subregion of the CMF. This plan would tackle difficult issues within the Yolo Bypass / Cache Slough Complex

including assurances, governance, revenue, local agency funding, agricultural sustainability, and stakeholder engagement, as described in the CMF's goals and principles below.

The Complex Management Plan would be developed concurrently with the development of a fully-integrated locally preferred plan, as described in further detail in Table 2 below. The locally preferred plan will identify locally-preferred projects designed to integrate habitat function, flood management, water supply, recreation, drainage infrastructure, and agricultural sustainability in the YB-CS Complex consistent with state and federal objectives.

Once the Complex Management Plan is completed, with thorough stakeholder involvement, the partnership will take the form of a legally binding agreement. This agreement would include a commitment to (1) advance the projects preliminarily recommended in the CMF and in the locally preferred plan, and future projects proposed in the CMF; and, (2) provide enforceable assurances, identified by the local agencies and landowners, as critical to accommodating the integration of multiple objectives in the YB-CS Complex.

HOW DID WE GET HERE?

The adopted 2012 Central Valley Flood Protection Plan (CVFPP) resulted in the creation of six regional flood management planning areas in the Central Valley. These six areas were established to promote the local preparation of regional flood management plans by encouraging the flood management agencies in each region to include special districts, cities, counties, emergency responders, and other important stakeholders in a collaborative effort to resolve long-standing flood risk management issues. The intent of these regional plans is to identify and prioritize potential structural and nonstructural flood risk reduction projects while also making recommendations for improvements to levee operation and maintenance practices, levee maintenance budgeting, emergency response capabilities, and flood management governance.

The Lower Sacramento / Delta North Region includes portions of Yolo, Solano, Sacramento, and Sutter Counties. A diverse collection of urban interests, small communities, agriculture-based businesses, and environmental stakeholders with historically conflicting needs related to water and land use reside within the region. Flood protection is the paramount function within the Yolo Bypass and is critically important to the region since it contains nearly 70% of the estimated annual damages associated with all floodplains protected by the State Plan of Flood Control (SPFC) facilities [CVFPP 2012]. While this fact may lead many to believe the region is largely urban and developed, its land use suggests otherwise with 66% of the land in the region currently in agriculture, 18% developed for urban or suburban use, and 16% in a native condition or used primarily for grazing [DWR 2013].

The Lower Sacramento / Delta North Region published a Final Regional Flood Management Plan (RFMP) on July 21, 2014. The report recommends 116 flood risk management projects (30 urban, 21 small community, and 65 rural) totaling over \$2.0 billion. This RFMP also introduced the concept of an Integrated Water Management Plan (IWMP) for the YB-CS Complex.

Through continued collaboration with the State of California Department of Water Resources (DWR), the IWMP concept was replaced with the development of a comprehensive LS-DN Corridor Management Framework (CMF). This CMF applies to the same geographical area covered in the RFMP with special emphasis placed on the YB-CS Complex. The CMF continues to embrace the same goals identified in the IWMP.

WHERE DOES THIS APPLY?

The CMF focuses on the interrelationship that exists between the LS-DN Corridor and its central feature, the YB-CS Complex. Figure 1 depicts the LS-DN Corridor and the YB-CS Complex as established for the CMF. The boundaries for these two areas of special interest are defined as follows:

LS-DN Corridor Defined –

The Lower Sacramento / Delta North Corridor (LS-DN Corridor) is equivalent to the Levee Flood Protection Zone (LFPZ) defined by Assembly Bill No. 156. This bill defines a LFPZ as the area receiving protection from a SPFC levee [DWR 2013]. This figure represents an approximation of the floodplain; and, these boundaries may be refined as more detailed engineering analysis is conducted. The area of interest for the CMF is the entire LS-DN Corridor.

YB-CS Complex Defined –

The Yolo Bypass / Cache Slough Complex (YB-CS Complex) is defined as the whole of the Yolo Bypass extending from the Fremont Weir south to Rio Vista. This includes the associated floodplain protected by levees along the YB-CS Complex. It also includes the area known as the Cache Slough Complex, within the legal Delta boundary.

WHAT ARE OUR GOALS?

The CMF identifies a proposed approach for reconciling and advancing multiple competing objectives in the LS-DN Corridor. Integration can be accomplished through a partnership of federal, state, and local agencies contingent upon establishing a set of assurances that protect local interests. Our goals are described as follows:

- **IMPLEMENT FLOOD IMPROVEMENTS THAT BENEFIT THE SYSTEM AND THE REGION** – Execute beneficial, viable, and locally supportable modifications to flood management infrastructure in and around the Yolo and Sacramento Bypasses.

- **PRESERVE AGRICULTURE AND IMPROVE SUSTAINABILITY OF THE AGRICULTURAL ECONOMY** – Formulate projects in a manner that avoids and/or minimizes impacts to existing agriculture. If avoidance is not feasible, undertake efforts to preserve other farmland, improve rural levee systems, implement feasible rural floodplain management requirements, and establish dedicated funding for rural agricultural economic development and policies which support a stronger agricultural economy in a changing landscape.
- **CONSERVE AND IMPROVE FUNCTIONALITY OF HABITAT** – Improve aquatic and terrestrial habitat values in a manner that preserves flood management function consistent with local Habitat Conservation Plans (HCPs) and Natural Community Conservation Plans (NCCPs), and avoids or minimizes impacts on farming, wetland management and other existing land uses.
- **INCORPORATE WATER SUPPLY & DRAINAGE IMPROVEMENTS FOR THE LS-DN CORRIDOR**– Coordinate flood management and ecosystem project development within the LS-DN Corridor with planned improvements to local water supply and drainage to ensure the necessary infrastructure is in place to effectively manage multi-benefit projects over the long term.
- **ESTABLISH SUSTAINABLE APPROACH TO O&M** – Develop a long-term plan for operating and maintaining flood control and related facilities associated with the bypasses. This plan will identify the necessary changes to governance, financing, and environmental compliance that would be required to ensure efficient and effective flood system operation and maintenance over the long term.

WHAT ARE OUR PRINCIPLES?

The success of the federal, state, and local agency partnership formed for the pursuit of these five (5) goals will depend on their ability to individually and collectively recognize and adhere to the following nine (9) principles:

- **ASSURANCES** – The commitment of the local agencies to the goals outlined in this CMF is predicated on establishing a set of assurances that protect local interests.
- **ALL BOATS MUST RISE** – The integration of multiple objectives in the LS-DN Corridor can only be accomplished through the implementation of projects and assurances that address all partners' needs. Federal, state, and local interests must all be addressed in order to eliminate the organizational barriers necessary to motivate change and commit to implementation.
- **INTEGRATION** – All three levels of government must be equally represented in any governance structures formed to manage multi-benefit projects in the LS-DN Corridor.

Representation in this context is not defined as coordination. It is defined as active participation of local agency staff in any teams charged to develop and implement projects. It also includes the equitable integration of locally-elected representatives into any governance structures formed to oversee these projects.

- **WELL DESIGNED CORRIDOR & COMPLEX** – The LS-DN Corridor lies within the Sacramento River Flood Control Project. All features of the Project (including the rivers, tributaries, and bypasses along with their associated levees and reservoirs) work together as a system to provide flood risk reduction to the Sacramento Valley. The flood management projects identified in this CMF will need to be evaluated in the context of the Sacramento River flood protection system and habitat projects would be accomplished in the context of corridor level planning. Within the LS-DN Corridor, the YB-CS Complex will be the focus for the Complex Management Plan because the Complex is the area that is proposed for significant new flood management and habitat projects. The Complex Management Plan will recognize that the Complex is within the LS-DN Corridor and that the Corridor is part of a larger flood management system. The Complex Management Plan will address habitat projects in the context of a corridor approach that will provide for improved biodiversity on altered lands.
- **ALIGNMENT** – A broad array of state and federal actions are being proposed in the LS-DN Corridor that have the potential to dramatically alter the existing landscape. Because these actions are typically driven by regulatory requirements, they tend to be singularly focused and have competing objectives. To implement truly integrated, multi-benefit projects, these divergent actions must be aligned along a common vision that incorporates the local perspectives and helps achieve local objectives in addition to state and federal interests.
- **ACTION ORIENTED & PHASED** – The ability to demonstrate meaningful progress through the implementation of thoughtfully phased project elements will be critical to ensuring the integration of multiple competing objectives in the LS-DN Corridor. Early implementation “victories” are necessary to build the agency trust and public confidence required to address increasingly controversial issues and ambitious projects.
- **TRANSPARENT** – Trust between agencies around many water issues in the Central Valley is very low. In order to achieve success in the LS-DN Corridor, all partner agencies must participate collaboratively, constructively, and transparently. Such a partnership will anticipate, expect, and embrace peer review and joint project development as a means to build trust between the partner agencies.
- **IMPROVED BIODIVERSITY ON EXISTING LANDSCAPES** – The Yolo Bypass flood control project, within YB-CS Complex, currently co-exists with agricultural land uses and terrestrial species habitat, including wetlands in the Yolo Bypass Wildlife Area. The YB-CS Complex also provides valuable bio-diverse habitats with current land uses. However major changes to flood management and new habitat projects are being planned for the Complex. While avoiding conflicts with existing land uses is strongly

recommended, avoidance will not always be possible. The goal of the YB-CS Complex Management Plan is to ensure that changes in the YB-CS Complex will be developed and implemented in conjunction with local agencies and stakeholders. For example, there may be a need for engineering solutions that manage the movement of water across the YB-CS Complex in order to increase the flood plain habitat function of existing agricultural and other lands while increasing flood plain conveyance capacity.

- **LEARN BY DOING** – Project funding at all levels of government is limited. Modest and scalable short term investments implemented with the intent to advance our scientific understanding of improving valuable aquatic and terrestrial habitat within the LS-DN Corridor are necessary to ensuring a high return on those investments.

WHAT DOES THIS INCLUDE?

The CMF presents a framework of projects and assurances that, if addressed together, will allow for the integration of multiple competing objectives in the LS-DN Corridor. This collection of actions may take decades to execute; and, as a result, a phased implementation strategy is required that develops and institutionalizes the foundational assurances associated with each individual project action, limits inefficiency, takes full advantage of existing opportunities and programs, builds trust and avoids stranded investment. Further, the implementation strategy must allow for the incremental realization of benefits with the execution of each phase.

The recommended activities fall into two primary categories. The first category is actions directly related to and primarily focused on the LS-DN Corridor. These activities are expected to move forward along similar timeframes as interrelated components of the CMF, although they would be independently managed and would have independent funding sources. These activities are summarized in Table 1. The second category includes actions directly related to and primarily focused on the YB-CS Complex. These activities are expected to be pursued along similar timeframes with a focus on resolving the issues associated with the implementation of any project in the YB-CS Complex. These activities are summarized in Table 2. Figure 2 depicts all of the activities preliminarily recommended by the CMF within the LS-DN Corridor and the YB-CS Complex. These tables and this figure should be considered preliminary for purposes of the CMF as they are expected to evolve over time as more information is developed regarding specific project feasibility, funding availability, and local community support.

TABLE 1 – Activities Preliminarily Recommended by the CMF for the LS-DN Corridor

		ACTIVITY	DESCRIPTION
LS-DN CORRIDOR	Planning & Policy	FEMA NFIP Regulatory Relief for Rural Areas	Facilitate a working group to explore alternative approaches to regulating the floodplain in agricultural areas that provides relief to rural communities where a structural solution to reduce flood risk is not practical or affordable.
	Projects	Sacramento Weir & Bypass	Support widening through authorization and implementation of the American River Watershed, Common Features, General Reevaluation Report (GRR) currently under development by the US Army Corps of Engineers (USACE).
		Woodland's Flood Risk Reduction & Railroad Relocation	Develop and implement a 200-year flood protection program for the City of Woodland that incorporates the relocation of rail facilities that impact regional flood protection infrastructure.
		Rio Vista Flood Risk Reduction	Develop and implement a 200-year flood protection program for the City of Rio Vista that also anticipates and accommodates any increased stages associated with upstream bypass expansion, sea level rise, or climate change.
		North Bay Aqueduct Alternate Intake Project	Develop and implement an alternate intake on the Sacramento River and connect it to the existing North Bay Aqueduct system in order to improve water quality and provide reliable deliveries.
		Small Community Flood Risk Reduction	Develop feasibility study to identify cost effective means to achieve protection against the base flood for the towns of Knights Landing and Yolo and implement the identified solution. Both towns appear to have viable levee improvement projects.
		Eastern Solano Regional Drainage and Flood Improvement Projects	Develop and implement regional drainage improvements and drainage water reuse for both levee protected lands and other lands dependent on drainage discharges into the YB-CS Complex.

TABLE 2 – Activities Preliminarily Recommended by the CMF for the YB-CS Complex

		ACTIVITY	DESCRIPTION
YB-CS COMPLEX	Planning & Policy	YB-CS Complex Management Plan (CMP)	<p>CMP will focus on addressing policy issues associated with the implementation of any project in the existing YB-CS Complex. Development of the CMP will be led by a team of local agencies with participation from key state and federal government agencies. Major elements of the CMP include but are not limited to:</p> <ul style="list-style-type: none"> • Assurances – Development and institutionalization of the local assurances necessary to protect the local agencies and landowners from a multi-objective YB-CS Complex. • Governance – Establish a permanent governance structure for a multi-objective YB-CS Complex. • Revenue – Establishment of a sustainable revenue stream for long-term O&M of a multi-objective YB-CS Complex. • Agricultural Preservation – Continue to promote policies that avoid the conversion of agricultural lands to other land uses. Where conversion is unavoidable, implement a process for determining appropriate levels of mitigation including contributions to an Agricultural Sustainability Fund. • Engagement – Development and implementation of a single engagement process for the coordination of new projects in the YB-CS Complex with local agencies.
		CVP/SWP Fish Passage BiOp – locally preferred plan	Develop a locally preferred plan consistent with the CMP for addressing habitat, flood management, water supply, recreation, and drainage infrastructure issues in the YB-CS Complex that includes locally-identified drainage and infrastructure projects within the Complex (e.g., the projects identified in the Yolo Bypass Drainage and Water Infrastructure Improvement Study, April 2014).
	Projects	Delta Smelt BiOp – locally preferred plan	Develop a locally preferred plan that addresses habitat, flood management, water supply, recreation, and drainage infrastructure issues in the YB-CS Complex and that includes locally-identified drainage and infrastructure projects within the Complex. Work with relevant state and federal agencies, and other organizations to meet fish habitat requirements in the Cache Slough Complex consistent with the CMP.

WHO IS INVOLVED?

A wide range of public agencies at all levels of government have an interest in the LS-DN Corridor. Many of these same agencies also have an interest in the YB-CS Complex. The ability to successfully implement a multi-objective plan in these complex political and regulatory landscapes requires a balanced approach to involvement that considers individual agency interests while also being responsive to a broad range of stakeholders.

The development of this CMF involved a coalition of local agencies originally brought together through development of the RFMP. These local agencies each have a strong interest in both the LS-DN Corridor and the YB-CS Complex. The local agencies directly involved with the development of this CMF include:

- Solano County
- Yolo County
- Sacramento Area Flood Control Agency
- West Sacramento Area Flood Control Agency
- Solano County Water Agency
- Reclamation District 2068

The governing board of each of these local agencies has passed a resolution endorsing this CMF as the locally-preferred approach to the integration of multiple objectives in the LS-DN Corridor. This endorsement includes a commitment from local agencies to continue working together and to work with state and federal agencies to advance the individual projects and assurances recommended by this CMF.

From the perspective of the local agencies developing this CMF, governance issues associated with projects and assurances in the LS-DN Corridor will be addressed on a case-by-case basis. These projects and assurances are expected to have significantly different requirements from one another in terms of scope and participation. These activities will need to be coordinated with one another; however, they will be separately managed.

These local agencies also believe that governance issues associated with projects and assurances in the YB-CS Complex should be addressed through a single governance structure. This governance structure will be developed as part of the YB-CS Complex Management Plan. This Plan will address the issue of how federal, state and local public agencies collectively develop, implement, and maintain projects in the YB-CS Complex. It would also identify agency responsibilities and would include a dispute resolution process that would be implemented to resolve disagreements among agency partners. Development of the YB-CS Complex Management Plan is expected to involve a broad array of agencies, landowners, and stakeholders.

WHAT ASSURANCES DO WE NEED?

There is concern among local agencies and land owners that the conversion of land to accommodate habitat and flood management improvements will impact local interests. As a result, the local agencies have identified a series of assurances which must be addressed as part of any plan to convert or impact existing land uses. Development of the Complex Management Plan will provide a forum for analyzing and resolving each of these concerns. Some examples of these assurances include but are not limited to the following:

- *Flood Flow Conveyance:* Any action or combination of actions that will result in increases in flood stages above 0.05 ft shall be mitigated. Mitigation shall focus on raising the lower Yolo Bypass levees to ensure they meet the Sacramento River Flood Control Project requirements of having 6-feet of freeboard above the 1957 design elevation plus the calculated hydraulic impact. Mitigation actions should include other rural levee systems to ensure the levee performance is maintained to accommodate the higher flood stage as well as any impacts to Rio Vista. The hydraulic baseline for any flood analysis should be the 1957 project design corrected for existing freeboard deficiencies.
- *Endangered Species Protection:* The primary purpose of ecosystem improvement projects in the YB-CS Complex is to expand habitat for endangered and threatened species. The YB-CS Complex includes active agriculture, levees, and the North Bay Aqueduct that could be impacted by an increased presence of endangered species. Any action that will result in the introduced or increased presence of special status species must include a program for the incidental take of endangered species associated with the ongoing activities of local agencies and individual landowners and a reliable financing mechanism.
- *North Bay Aqueduct – Water Quality Mitigation:* The intake to the North Bay Aqueduct (NBA) is located in the Cache Slough area making it vulnerable to impacts from habitat projects in the YB-CS Complex. Tidal wetland habitat projects are designed to increase organic carbon generation that is an important part of the food chain for key endangered species such as Delta smelt. Organic carbon in a drinking water supply creates serious problems in the water treatment process. Organic carbon in source water leads to disinfection byproducts that are a public health issue. Additionally, habitat projects that intend to increase the population of endangered species could result in limitations in the operation of the NBA. Pumping at the NBA has been restricted to protect Delta smelt and longfin smelt. Any habitat projects must provide mitigation for any adverse water quality or water reliability impacts at the NBA.
- *Local Economy:* Any conversion of land that removes the obligation to pay property taxes and assessments must include an enforceable mechanism for payment in lieu of property tax to the Counties and continuation of the obligation to pay special district assessments. Further, the creation of habitat and recreational facilities can result in an increase in the need for local government services such as law enforcement, vector

control, fire and rescue. Each project should be required to analyze potential impacts and provide mitigation consistent with local policies and/or sustainable funding.

- *Agricultural Economy:* Both Solano and Yolo Counties promote a full due-diligence process to avoid and minimize project impacts to agriculture, and establishment of an Agricultural Sustainability fund to improve agricultural practices. However, when avoidance is not possible, the in-kind conservation of lands and/or purchase of similar agricultural mitigation lands is required. This conversion of agricultural lands to habitat, flood control or other uses will have a negative impact on the regional agricultural economy. Any action that will result in the conversion of agricultural land to another use or reduce the productivity of agricultural land must conduct a detailed evaluation of impacts and mitigate for these impacts in one or more ways as required by local agency policy such as contributions toward an Agricultural Sustainability fund.
- *Local Conservation Plans:* Any action undertaken in the LS-DN Corridor must be consistent with the Solano Multispecies Habitat Conservation Plan (HCP) and the Yolo HCP / Natural Community Conservation Plan (NCCP). Projects included in the CMF must not interfere with the implementation of these plans and should enhance the benefits of the plans.
- *Yolo Bypass Wildlife Area:* Any action undertaken in the YB-CS Complex must protect the environmental, recreational, and educational opportunities afforded by the Yolo Bypass Wildlife Area and must not compromise the significant wetland resources and wildlife-friendly agricultural lands in the Wildlife Area.

HOW WILL THIS BE PAID FOR?

The integration of multiple objectives through the CMF creates a unique opportunity to capture funding for the development and implementation of recommended projects through a wide variety of federal, state, and local sources. At the federal and state level, these sources include Proposition 1E, Proposition 1, appropriations through the US Army Corps of Engineers Civil Works Program, future water bonds, and the federal and state water projects. Proposition 1E would be accessed primarily through existing programs administered by DWR including the continuing Regional Flood Management Planning (RFMP), the Urban Flood Risk Reduction (UFRR) program, the Small Communities (SC) protection program, the System Improvement program, the Subventions program, and the Special Projects program. At the local level, funding sources are expected to include existing (and potentially new) assessments, in-lieu fees, and tax revenue. A preliminary assessment of the cost and source of funding required for each activity recommended by the CMF is presented in Table 3.

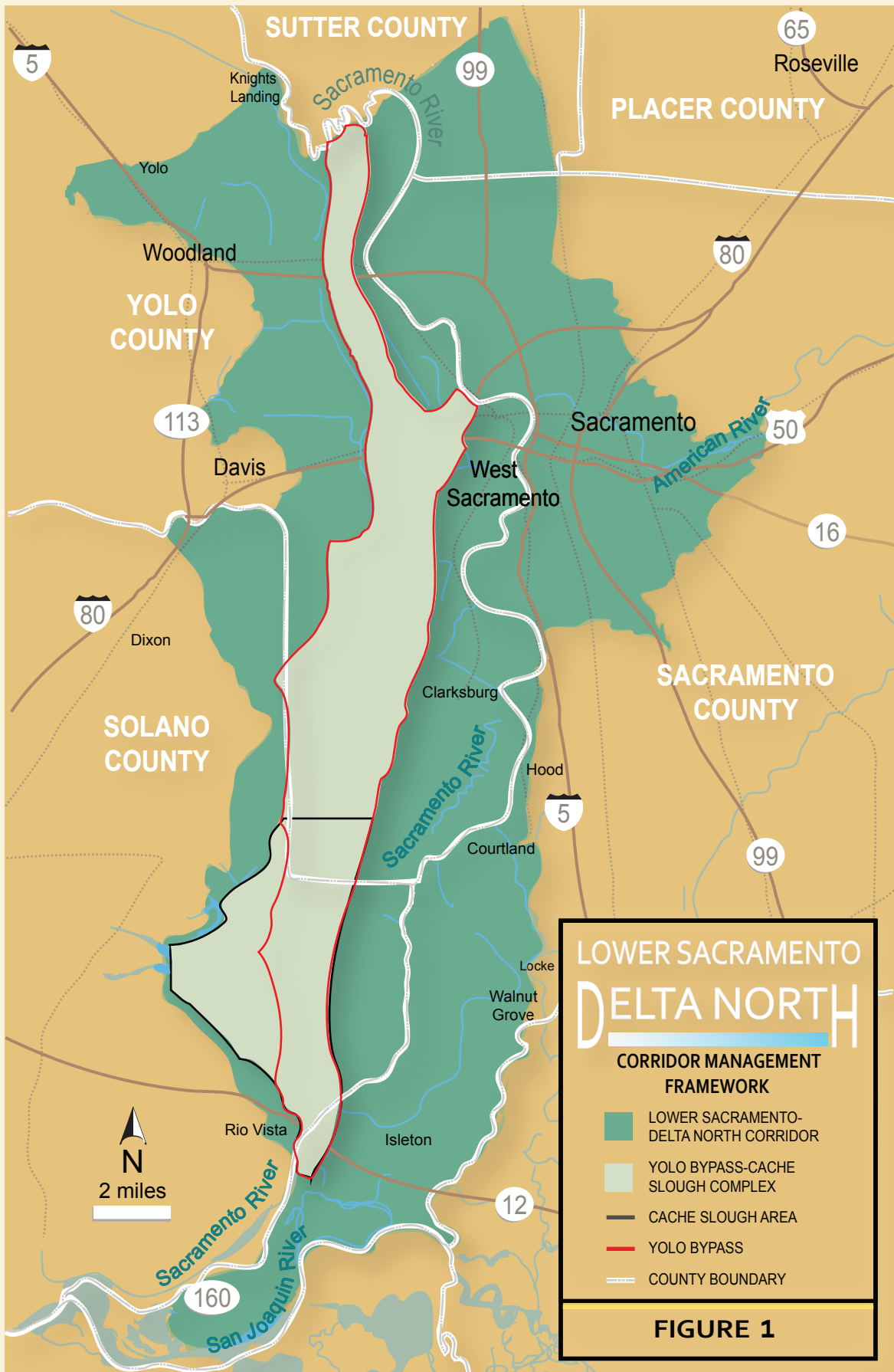
TABLE 3 – Financial Assessment for Activities Identified in the CMF

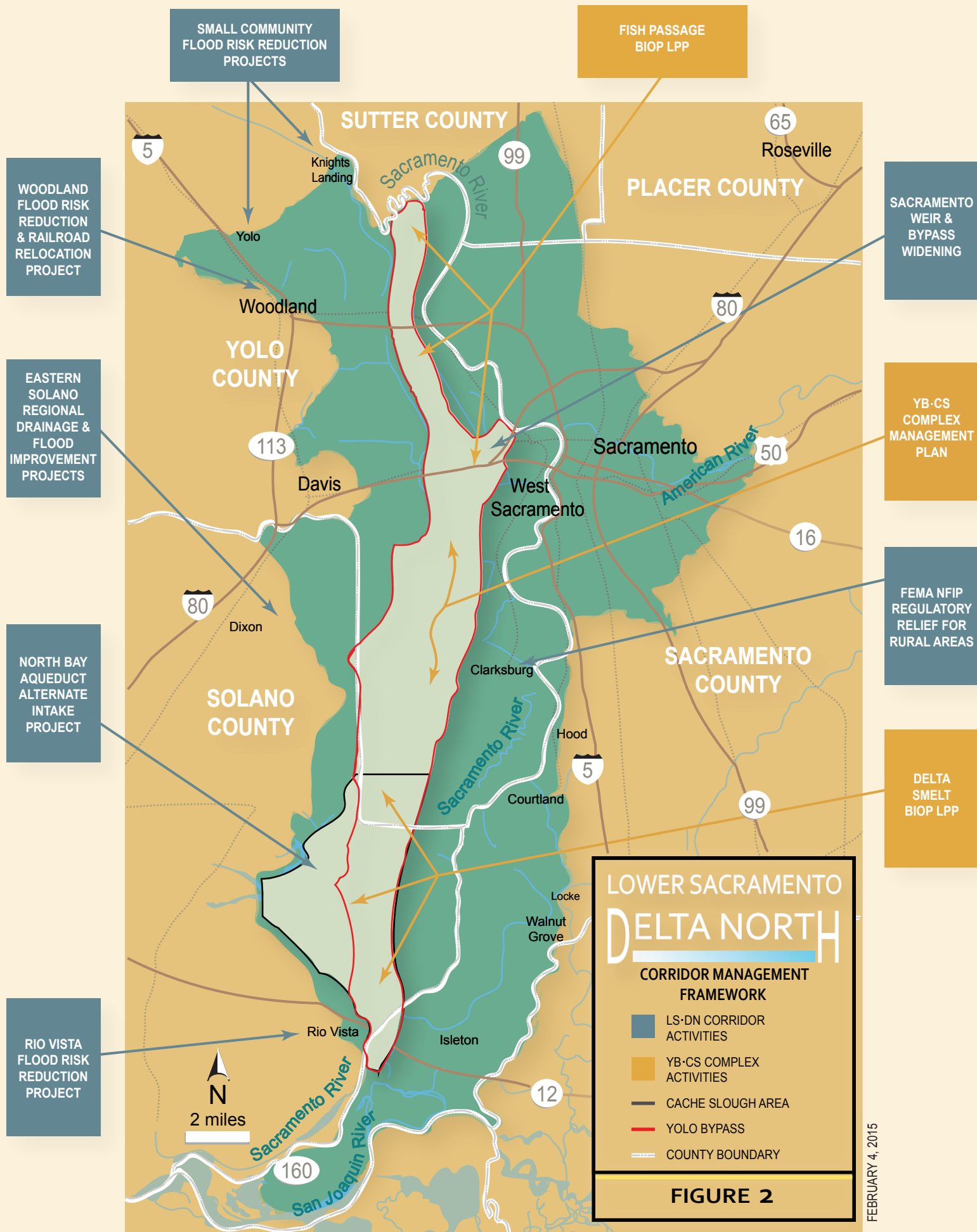
CMF ACTIVITY	FUNDING SOURCE							
	RFMP	UFRR	SC	SYSTEM	Prop 1	SWP / CVP	USACE	LOCAL
FEMA NFIP Regulatory Relief for Rural Areas	X							X
Sacramento Weir & Bypass Widening							X	X
Woodland Flood Risk Reduction & Railroad Relocation Project		X						X
Rio Vista Flood Risk Reduction Project		X						X
North Bay Aqueduct Alternate Intake Project					X	X		X
Small Community Flood Risk Reduction Projects			X					X
Eastern Solano Regional Drainage and Flood Improvement Projects			X					X
YB-CS Complex Management Plan (CMP)				X				X
CVP/SWP Fish Passage BiOp locally preferred plan				X	X	X		X
Delta Smelt BiOp locally preferred plan					X	X		
KEY: RFMP – Regional Flood Management Planning UFRR – DWR Urban Flood Risk Reduction Program SC – Small Communities Protection Program (<i>Under Development</i>) System – State funding in support of System Improvement Projects Prop 1 – 2014 Water Bond with funding for Water Quality, Supply, Treatment, and Storage Projects SWP/CVP – State Water Project / Central Valley Project Funds USACE – Federal Appropriations through U.S. Army Corps of Engineers Civil Works Program Local – Local agency contributed funds								

REFERENCES:

State of California, Department of Water Resources, *Central Valley Flood Protection Plan*, Sacramento, CA, June 2012.

State of California, Department of Water Resources, *Lower Sacramento River / Delta North Region, Regional Flood Atlas - Draft*, Sacramento, CA, May 2013.





SOLANO COUNTY WATER AGENCY



MEMORANDUM

Agenda Item No. 10

TO: Board of Directors

FROM: Katherine Phillips, Administrative Services Manager

DATE: February 12, 2015

SUBJECT: Mid-Year Budget Update

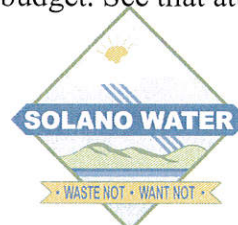
A handwritten signature in blue ink, likely belonging to Katherine Phillips, is written over the 'FROM' line and extends into the right margin.

Since the Board adopted the FY 2014/15 budget in June 2014 three events have occurred resulting in material adjustments.

1. In October 2014 the Auditor Controller released a property tax and redevelopment fee projection based on the Assessment Roll on June 30, 2014. The projection, and the actual disbursements received, indicates an additional \$1.6 million in property tax and redevelopment revenues in the FY 14/15 budget.
2. In November 2014 the Department of Water Resources issued a revised bill for the State Water Project with reduced water purchase costs for 2015. This bill combined with lower than expected power costs charges from July through December 2014 will result in savings in the FY 2014/15 budget of \$585,000.
3. After a discussing with city staff, SCWA will be declining a grant for a NBR research station. The grant had a SCWA cost share of \$550,000 included in the FY 14/15 budget.

The total combined increased revenues and reduced expenditures from these adjustments will result in a \$2.8 million increase to fund reserves over what was initially budgeted.

The FY 14/15 budget the Board adopted in June 2014 estimated a fund balance of \$33 million at the end of FY 13/14. The audit of FY 13/14 resulted in an actual of \$35.3 million due to variances from budgeted amounts, an increase of \$2.3 million. The revised projected fund balance for the end of FY 14/15 is \$33 million, an increase of \$5.1 million over the budgeted reserve amount in the adopted budget of \$27.9 million, as a result of the FY 14/15 adjustments of \$2.8 million and the \$2.3 million savings from the FY 13/14 budget. See that attached Table for details.



UPDATED FUND BALANCES

FUND NAME	FUND BALANCE AVAILABLE 6/13/2014 ESTIMATED	BUDGET 14/15 REVENUES	BUDGET 14/15 EXPENDITURES	INCREASE/ DECREASE TO FUND BALANCE	FUND BALANCE 6/30/2015
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Board

Approved	ADMIN - SOLANO PROJECT - WM	\$ 19,778,301	\$ 12,180,809	\$ 16,223,349	\$ (4,042,540)	\$ 15,735,761
FY 14/15	STATE WATER PROJECT	\$ 9,222,680	\$ 12,867,808	\$ 14,073,634	\$ (1,205,826)	\$ 8,016,854
	ULATIS FLOOD CONTROL	\$ 4,047,493	\$ 981,890	\$ 886,066	\$ 95,824	\$ 4,143,317
	GREEN VALLEY FLOOD CONTROL	\$ (5,032)	\$ 94,370	\$ 94,168	\$ 202	\$ (4,830)

Total All FUNDS	\$ 33,043,442	\$ 26,124,877	\$ 31,277,217	\$ (5,152,340)	\$ 27,891,102
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FUND NAME	FUND BALANCE AVAILABLE 6/30/14 AUDITED	REVISED PROJECTED 14/15 REVENUES	REVISED PROJECTED 14/15 EXPENDITURES	INCREASE/ DECREASE TO FUND BALANCE	REVISED FUND BALANCE 6/30/2015
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Revised FY	ADMIN - SOLANO PROJECT - WM	\$ 20,836,205	\$ 12,945,035	\$ 16,223,349	\$ (3,278,314)	\$ 17,557,891
14/15	STATE WATER PROJECT	\$ 10,318,697	\$ 12,720,095	\$ 11,988,302	\$ 731,793	\$ 11,050,490
	ULATIS FLOOD CONTROL	\$ 4,175,527	\$ 1,094,181	\$ 886,066	\$ 208,115	\$ 4,383,642
	GREEN VALLEY FLOOD CONTROL	\$ (7,385)	\$ 103,041	\$ 94,168	\$ 8,873	\$ 1,488

Total All FUNDS	\$ 35,323,044	\$ 26,862,352	\$ 29,191,885	\$ (2,329,533)	\$ 32,993,511
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Adjusted change in Fund Balance: Increase of \$5.1 million from \$27.9 million to \$33 million