

Mendocino County

Russian River Flood Control & Water Conservation Improvement District

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August 7, 2026

Ms. Uma Hinman
Executive Officer
Mendocino Local Agency Formation Commission
200 S. School Street
Ukiah, CA 95482
co@mendolafco.org

Dear Ms. Hinman,

RE: RRFC Annexation of RVCWD's Complete Service Area (File No. A-2025-05)

Thank you for your email dated July 28, 2026 requesting further information on the above listed application. Please find our responses to your questions in the attached document.

Please do not hesitate to contact the District if you have any further questions and we look forward to the scheduling of a public hearing for the Commission to consider our application.

Sincerely,



Elizabeth Salomone
General Manager

Enc.

President
Christopher Watt

Vice President
John Reardan

Treasurer
Tyler Rodrigue

Trustee
John Bailey

Trustee
Dave Koball

***RRFC Proposed Annexation
of the Redwood Valley County Water District Service Area
(LAFCo File No. A-2025-05)***

Questions posed by LAFCo on July 28, 2026.
Responses from RRFC and RVCWD on August 7, 2026.

Water Supply and Reliability Rationale

1. Please provide the clear justification for the annexation.

RRFC:

In addition to the information provided in the Application, the Plan for Services, and the Negative Declaration, the purpose of the annexation could further be described as creating operational flexibility for Redwood Valley County Water District (RVCWD) in distributing water it receives under its Uniform Water Sale and Purchase Agreement with the Russian River Flood Control District (RRFC) and for RRFC to more reliably put its licensed water to beneficial use as required by the California water code and its water right.

Annexation would:

- * Align RRFC's jurisdictional boundary with RVCWD's existing service area and RRFC's licensed place of use.
- * Allow RVCWD to use its contractual allocation from RRFC under its Uniform Water Sale and Purchase Agreement throughout its entire service area rather than only within the approximately 200-acre current area already in the RRFC boundary.
- * Allow RVCWD to participate as an in-district customer for its entire service area when surplus water becomes available to RRFC customers under the Uniform Water Sale and Purchase Agreements, rather than as a third-tier surplus water user under the 1980 Stipulated Judgement which requires RRFC to sell to RVCWD surplus water not put to beneficial use within RRFC's service area.

- a) The application (justification) and the FAQ states that annexation would increase water supply and reliability for RVCWD. Other documentation acknowledges that RRFC has no true surplus once existing customer contracts are honored. Please reconcile and explain.**

RRFC:

Neither the application nor the FAQ state that annexation would increase water supply and reliability for RVCWD. Rather, they repeatedly state that the annexation would allow RVCWD to put contracted and surplus water available under its existing Uniform Water Sale & Purchase Agreement with RRFC to beneficial use anywhere within the RVCWD service area, not just that portion currently within RRFC.

Currently, in any particular year, existing RRFC customers may anticipate using less than their contract quantities under their Uniform Water Sale and Purchase Agreements. That temporarily unused contract water is made available to RRFC customers under the Uniform Agreements on an annual basis as

surplus. Only after in-district RRFC customers have declined said unused water does the remainder technically qualify as “surplus” under the 1980 Stipulated Judgment which must be offered to RVCWD. This is also described in the Plan for Services and FAQ.

Therefore, pre-annexation, RVCWD must generally wait behind in-district customers for Stipulated Judgment surplus water in order to use RRFC water anywhere throughout RVCWD’s service area. After annexation, RVCWD would participate earlier, as an in-district customer, in the temporary excess water process and be able to put that water to beneficial use anywhere within its service area.

RRFC’s February 24, 2026, response to LAFCo’s request for additional information states that the proposed annexation may provide “*some amount of potential* increased reliability of water supplies” to RVCWD agricultural users because annexation would allow RVCWD to put RRFC-contracted water and surplus water, **when available**, to beneficial use throughout RVCWD’s entire service area. That potential increase in reliability does not mean that annexation would create or guarantee an additional water supply. As RRFC explained in the same response, “[i]t is neither intended nor anticipated that the proposed Annexation would provide a new adequate and dependable supply of water for the entire RVCWD service area. It will only increase its priority to in-district customer surplus and improve overall water supply reliability.” Thus, references to improved reliability concern RVCWD’s priority as an in-district customer and geographic ability to use available water, not an increase in the quantity of water available from RRFC. Following annexation, RVCWD would be eligible to receive surplus water for use throughout its service area as an in-district customer, rather than receiving only water not otherwise put to beneficial use within RRFC’s service area as a third-tier surplus water user under the Stipulated Judgment. Receiving surplus water at a higher priority necessarily provides greater potential reliability when surplus water is available, even though the availability and quantity of that water are not guaranteed.

Accordingly, annexation does not increase RRFC’s licensed quantity or RVCWD’s contract quantity under its Uniform Agreement, rather, it increases: (1) the usefulness of RVCWD’s contract quantity under its Uniform Agreement through the ability to be applied to beneficial use anywhere throughout its service area, (2) RVCWD’s priority of access to temporarily available surplus water on an annual basis, and (3) potential operational flexibility in years when such water exists.

- b) If, as stated in the revised IS/ND and response to LAFCo comments, annexation does not increase the amount of water available to RVCWD (only *where* the existing 328.85 AF Agreement quantity may be used), what is the non-water-supply justification for the annexation?**

RRFC:

To clarify, while annexation alone does not increase the amount of water available to RVCWD, as explained above, it increases RVCWD’s priority of access to temporarily available surplus water under RRFC’s Uniform Agreements.

With respect to the ‘non-water-supply justification’ for the annexation, the justification is principally governmental and administrative conformity. Annexation would conform RRFC’s jurisdictional service boundary to its licensed place of use, contractualize a longstanding wholesale water relationship with RVCWD established by the 1980 Stipulated Judgment, eliminate the 200-acre Uniform Agreement place of use anomaly, improve regional coordination and advocacy, and clarify responsibility and reduce potential service boundary confusion.

2. Please provide RRFC's actual water demand/supply balance sheet for the past 10-15 years:

RRFC:

All water under the District's licensed water rights has been available to RRFC Uniform Agreement customers for the past 15 years except:

2020-2021: under RRFC Declarations and State Water Board emergency regulations, RRFC asked Customers for voluntary reduction of water use in response to drought conditions.

2014: RRFC mandated conservation by Customers by 50% and later reduced mandatory conservation to 25%

a) How much of the 7,940 AF entitlement under License No. 13898 is currently under contract?

RRFC:

As of water year 2025-2026, 46-acre feet of the District's licensed water right is uncontracted (i.e., not subject to an active Uniform Agreement). In accordance with RRFC established policy (<https://rrfc.specialdistrict.org/policies>), each water year any uncontracted water will be advertised and offered to anyone within RRFC interested in receiving such an allocation and will be allocated pro-rata under Uniform Agreements effective each new water year.

b) How much has historically been available as surplus in wet versus dry years?

RRFC:

There is not a straightforward response to this question.

Surplus water is any water available under the District's licensed water rights not being put to beneficial use in any given water year. This can be uncontracted water (i.e., not subject to an active Uniform Agreement) or water that is subject to a Uniform Agreement but not being used in a given water year and turned back by an RRFC customer.

Therefore, the technical answer is in any given year, any of the District's 7,940 acre feet that is not being put to beneficial use by Customers or curtailed from use by the State Water Board is theoretically available as surplus.

RRFC does not have a data set to answer this specific question, but the information could be assembled if the specific span of years requested was clarified.

c) How much of that surplus water was made available for RVCWD under the 1980 Stipulated Judgment?

RRFC:

Per the Stipulated Judgement, any of the District's 7,940 acre feet that is not being put to beneficial use by Customers or curtailed from use by the State Water Board in any given water year is available to be sold as surplus water to RVCWD.

II. Impacts on Existing RRFC Customers

3. Please explain how the annexation will affect the pro-rata shortage allocation applied to existing agricultural customers during a drought, given that all of RRFC's 7,940 AF license is already under contract.

RRFC:

The annexation will not affect the pro-rata shortage allocation applied to RRFC customers.

Per Section 11.2 of the Uniform Agreement (shown below), RRFC customers share pro rata in the reduction in RRFC's allowed diversions from the Russian River and/or Lake Mendocino under its licensed water rights. The reduction is proportional to each customer's Agreement quantity, regardless of purpose of use, seniority, or other priority systems. This includes RVCWD's contractual quantity of water under its Uniform Agreement before or after annexation. This allocation process will not change following annexation.

11.2 Allocation of Shortage. In the event that a shortage condition from any cause is declared by the District with respect to its water rights or supply in Lake Mendocino and the east fork of the Russian River, and evidence of such shortage condition is of sufficient magnitude, in the District's sole opinion or findings, to require a reduction in diversions by District pursuant to its Permit, then District shall be entitled to reduce the amount of District Water it is required to deliver to Customer pursuant to the terms of this Agreement in the manner set forth below without any form or manner of liability. Customers will share pro rata in the reduction in District's allowed diversions from the Russian River and/or Lake Mendocino, as the case may be.

4. If annexation will not change the amount of any existing customer's Agreement, how does this fully address the concern that expanding into the annexation area could increase actual draw on the shared supply during shortage years, even if contract quantities on paper remain unchanged?

RRFC:

Customer allocations are contractual and can only be changed under the terms of each Uniform Agreement. Annexation does not change the existing Customer contracts.

The concern that RRFC's boundary expanding to include the entire RVCWD service area will somehow increase the amount of RRFC water RVCWD would be allocated during shortages does not take into account Section 11.2 of the Uniform Agreement (shown above). The pro rata allocation is based on contractual quantity, not the contractual place of use. In a shortage, RVCWD's contractual allocation would be reduced on a pro-rata basis in the same manner as all other RRFC customers, regardless of the number of RVCWD customers or Redwood Valley residents.

5. Please provide explanation and/or documentation that supports the assertion that there is no disadvantage to existing customers from the annexation.

RRFC:

Annexation would not reduce any existing RRFC customer's contract quantity nor ordinary pro-rata shortage allocation under the Uniform Agreement, but it could affect the distribution of temporarily available surplus water by allowing RVCWD to participate earlier and on the same basis as any other in-

district customer. However, this is the same result whenever RRFC adds any new customer or in any given year as the amount of surplus taken by customers varies widely year-to-year.

Accordingly, the statement that existing customers would not be disadvantaged should be understood to mean that annexation would not impair their contractual quantities nor ordinary pro rata shortage allocations. It does not mean that annexation could have no effect on the annual distribution of surplus water.

III. Domestic Water Priority and Drought Allocation

6. The application states that domestic and agricultural uses are treated identically under pro-rata shortage allocation and that annexation does not change this. Does this fully address the CEQA petitioner’s concern regarding domestic-use priority protections that may apply under SWRCB curtailment rules or human health and safety provisions during drought? This is a question under CKH as well.

RRFC:

Our application materials, CEQA materials, and response to questions analyze ordinary contractual shortages RRFC has the power to address rather than emergency or regulatory prioritization established and enforced by the state. It is important to note that these are two distinct processes.

Section 11.2 of the Uniform Agreement requires pro-rata reductions in contract use in times of shortage as declared by the District (i.e., in response to evidence of shortage conditions of sufficient magnitude to require a reduction in diversions by the District pursuant to its License). Section 11.3 of the Uniform Agreement requires ample notice to customers of an impending shortage and the holding of a public meeting to meet and confer with customers with respect to water delivery during shortage conditions.

In contrast, Section 11.4 of the Uniform Agreement authorizes the District to apportion available water equitably “with due regard to public health and safety” if the District declares a Water Code section 350¹ water-shortage emergency in accordance with the notice, public hearing, and protest procedures required by the Water Code. In other words, RRFC or the California State Water Resources Control Board (“**Water Board**”) may prioritize human-health-and-safety supply over agricultural supply under unusual or extreme shortage conditions. Historically, RRFC has imposed shortages on its customers on a pro-rata basis; it has never treated agricultural and municipal customers differently. RRFC has no plans to deviate from its past practice in allocating shortages on a pro-rata basis to all customers regardless of water use.

In prior droughts, emergency regulations adopted by the Water Board have allowed diversions necessary for minimum human health and safety needs under any valid basis of right of not greater than 55 gallons per person per day to continue notwithstanding curtailment. This exception to curtailment applied to the entire RVCWD district, with its full system population and connections, rather than only the approximately 200-acre portion of RVCWD within RRFC and therefore would not be changed or expanded by annexation. Eligibility for this curtailment exception applied to the entire RVCWD district before implementation of the annexation. In addition, the action was taken by the Water Board and was

¹ Water Code Section 350 - The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

not taken by RRFC. Annexing RVCWD would not change RRFC's method of allocating water under the Uniform Agreement, or its method of imposing shortages.

7. Under what specific conditions can domestic water supply be legally prioritized above agricultural supply within RRFC's system, and would annexation change the number of domestic connections eligible for such prioritization?

RRFC:

Domestic water supply can theoretically be legally prioritized under the following circumstances:

1. **RRFC-declared emergency:** Following a Water Code section 350 shortage declaration, Agreement section 11.4 and Ordinance 25-01 permit allocation with due regard to public health and safety.
2. **Water Board curtailment exception:** Emergency drought regulations imposed by the Water Board may permit diversion for minimum human-health-and-safety needs notwithstanding curtailment. In 2021, diversions of up to 55 gallons per person per day could proceed subject to certification, exhaustion of alternative supplies, conservation requirements, and other conditions; greater amounts required a petition and approval. For Water Board human-health-and-safety purposes, RVCWD's existing system and connections were already considered in the last drought; annexation would not increase the eligible population.
3. **Retail-supplier allocation:** A municipal supplier serving both domestic and agricultural users through an RRFC Uniform Agreement may allocate its retail supply under its governing statutes, ordinances, emergency rules, and public-health obligations.
4. **Water Code.** Water Code section 106 establishes a "priority of right" for domestic use over agricultural use. It is not clear under the law whether or not Section 106 would allow RRFC to legally subordinate agricultural water supply to domestic needs. California Water Code Section 106 has been in effect since its enactment in 1943. However, because it is a broad policy statement rather than a specific operational rule, it has not been imposed by any court as a requirement on water allocations in California nor relied on by RRFC in its history. This issue of domestic priority, however, is not a new issue created by the annexation. The potential for population growth and increased domestic water use exists whether or not RVCWD is annexed into RRFC as RRFC currently includes numerous municipal suppliers as customers.

Annexation would not authorize new domestic connections within RVCWD while the court-ordered moratorium remains in place and therefore would result in no change to the number of domestic connections eligible for domestic prioritization.

8. Does the annexation increase the number of beneficial users within RRFC's boundary who could qualify for the SWRCB human health and safety waiver during a future drought curtailment?

RRFC:

As a geographic matter, yes. As a matter of eligibility for a Water Board human-health-and-safety exception, however, annexation would not expand the eligible RVCWD population.. In 2021, RVCWD was eligible to continue diverting from Lake Mendocino for health and safety purposes by approval of the State Water Board regardless of its allocation from RRFC. The 2021 Water Board materials identified RVCWD as an Upper Russian River community water system with approximately 1,348 connections and a population of approximately 5,200. Eligibility was tied to RVCWD's public water system and the needs of its end users, not to whether each connection was inside RRFC's boundary. While annexation does physically increase the number of users located within RRFC's boundary, it would not increase the number of RVCWD users who could potentially be covered by a future Water

Board health-and-safety exception because the entire RVCWD system was previously considered eligible by the Water Board. And as stated above, annexation would not authorize new domestic connections within RVCWD while the court-ordered moratorium remains in place and therefore would result in no change to the number of domestic connections eligible for the health-and-safety exception.

IV. Domestic Connection Moratorium (Court-Ordered)

9. **What specific findings or conditions did the court identify as prerequisites to lifting the domestic connection moratorium on RVCWD, and has RRFC or RVCWD obtained a legal opinion addressing whether the proposed annexation satisfies or otherwise bears on any of those conditions (to support the assertion that the annexation “does not resolve the underlying issues that led to the service connection restrictions” as stated in the FAQ). Please explain and/or provide documentation.**

RRFC:

The court-ordered moratorium on domestic service connections within RVCWD stems from a 1989 Mendocino County Superior Court statement of decision in *Residents for Adequate Water, et al. v. State of California Department of Health Services and Redwood Valley County Water District*. In 1990, RVCWD filed a motion to modify the writ of mandate, which was denied. In 1993, RVCWD filed a motion to dissolve the writ of mandate, which was denied, appealed, and the decision to keep the writ in place upheld by the appellate court in 1995.

The superior court’s statement of decision states as follows:

“IT IS ORDERED, ADJUDGED AND DECREED:

- 1) That a peremptory writ of mandate issue commanding Respondent REDWOOD VALLEY COUNTY WATER DISTRICT to cease making any net increase in physical domestic service connections to REDWOOD VALLEY COUNTY WATER DISTRICT and commanding Respondent STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES to prohibit Respondent REDWOOD VALLEY COUNTY WATER DISTRICT from making any net increase in physical domestic service connections to REDWOOD VALLEY COUNTY WATER DISTRICT. This Court reserves jurisdiction to modify the said Writ **in the event of any change in said DISTRICT’s water supply...**”

The statement of decision spans nearly 40 pages and analyzes RVCWD’s domestic water demand, theoretical water supply, and actual water supply available to the District as against RVCWD’s strict legal duty to provide a reliable and adequate supply of potable water to its customers as required by California’s Health and Safety Code and the California Safe Drinking Water Act. Any present-day request to modify the writ would also be evaluated under current drinking-water requirements.

As such, the court did not establish a defined set of quantitative prerequisites to modify or dissolve the writ of mandate, instead, RVCWD would be forced to file a motion with the court supported by evidence demonstrating a reliable and adequate supply of potable water under normal and maximum-demand conditions that meets the strict standards imposed by California law.

No legal opinion has been sought or obtained to address whether the effects of the proposed annexation alone would be sufficient evidence to demonstrate a reliable and adequate potable water supply to RVCWD under normal and maximum-demand conditions to satisfy the requirements of California’s Health and Safety Code, the Safe Drinking Water Act, and the Human Right to Water law because

RVCWD has not expressed any intention to seek lifting of the court-ordered domestic moratorium as a result of annexation alone.

RVCWD:

RVCWD was ordered to “forebear forthwith from making any new domestic service connections to its water systems and commanding respondent DEPARTMENT to prohibit forthwith the making of such connections.” There were no specific conditions set forth by the court that would lead to a reconsideration of the moratorium.

Please find court documents **attached**.

The State has guidelines in terms of water supply and demand that dictate how many service connections a water district can support to receive State approval. These guidelines existed at the time of the court ordered moratorium and have become more stringent over time.

10. Because annexation would allow RVCWD to use its existing 328.85 AF Agreement quantity across its entire service area, does this expansion address any part of the legal or infrastructure deficiency that led to the domestic moratorium?

RVCWD:

RVCWD has struggled to meet health and human safety thresholds of 55 gallons per person per day during droughts when surplus water is not available through RRFC. In order for RVCWD to meet health and human safety minimums it needs 30 acre feet (AF) per month, or 360 AF a year, to supply its current domestic needs. Being able to directly and securely use RVCWD’s existing RRFC-contracted amount of 328.85 falls short of meeting this minimum. Currently, RVCWD has the option to purchase surplus groundwater from Millview County Water District (MCWD) delivered via an intertie. The intertie is sized such that only human health and safety needs can be delivered through the intertie. RVCWD and MCWD have a water supply agreement, but MCWD has informed RVCWD that it may not be able to supply RVCWD in the future if there is ever substantial development in the Millview service area.

The court ordered moratorium did not outline the conditions necessary to lift the domestic service connection moratorium, rather only ordered RVCWD to cease and desist approving any new connections. It also ordered the California Department of Public Health to do its job enforcing state standards on water supply and demand verification. The state has standards of what is required for a municipal water system in terms of water supply and water delivery capacity to achieve permitting. Those standards have evolved since then and become more stringent.

Along with 1,200 domestic service connections, RVCWD has 200 agricultural service connections supplied through an independent water system. The domestic system can either be supplied by raw water pumped from Lake Mendocino and sent through our treatment plant or via the intertie. The agricultural distribution system can only be supplied via RVCWD’s Lake Mendocino pump. In terms of revenue, RVCWD’s agricultural customers account for 20-25% of the annual revenue through fixed monthly service connection fees and usage fees. In 2021 RVCWD cut agricultural water deliveries due to surplus water being unavailable from RRFC and instituted mandatory health and human safety conservation measures on domestic customers. Ag customers still had to pay their monthly service connection fee. Some Ag customers threatened the district with the relinquishment of their connection to avoid the monthly fees, and one customer attended a board meeting to protest paying the

fees while being deprived of water deliveries.

RVCWD's current strategy is to use its RRFC contracted amount towards agriculture as a backstop to ensure a minimum amount of water for ag customers to avoid large scale abandonment while relying on groundwater to ensure domestic supplies in the event of a drought or lack of surplus water being available through RRFC. Large scale abandonment of ag service connections, inability to sell ag water and the subsequent loss in revenue from ag customers is financially devastating for RVCWD. If a loss in revenue were to persist or become permanent, RVCWD would eventually have to raise rates 20-25% on domestic customers to compensate for the shortfall.

Any increase in water supply must be balanced between the demands of RVCWD domestic customers and ag customers. State policy dictates that supplying the health and human safety needs of domestic users is legally prioritized above all other water uses. It would be fiscally irresponsible to increase access to domestic users by increasing service connections at the expense of agricultural water users. Besides the independent ag system supplying water to farms and ranches, it also supports many fire hydrants in the community of Redwood Valley. Abandonment of the agricultural system could potentially negatively affect public safety through the loss of fire hydrants.

RRFC:

Any change in RVCWD's water supply or availability can be used as evidence before the court in favor of lifting the domestic moratorium. However, such evidence must be cumulatively sufficient to comply with the strict requirements of California's drinking water laws which RVCWD does not believe the effects of the annexation alone satisfy.

11. Has RVCWD's Board taken any position on whether it intends to seek lifting of the court-ordered domestic moratorium following annexation, and if so, on what timeline?

RVCWD:

The RVCWD Board has discussed exploring what would be required to seek a lifting of the moratorium because of the benefits it would bring but acknowledge there are still significant barriers. Discussions have centered on meeting certain thresholds – i.e., securing enough water supply and building capacity to securely and consistently supply existing customers (both domestic and agricultural) even during times of drought. Any large-scale expansion of service connections would require approval by the State Water Resources Control Board (SWRCB). The SWRCB would require a water supply and demand assessment to verify RVCWD's ability to expand service before permitting the expansion of domestic service. Overcoming these identified barriers is very daunting especially considering the current situation with the future of the Eel-Russian River trans basin diversion. RVCWD is a member agency of the Inland Water & Power Commission (IWPC) with financial obligations committed to the effort of continuing the water supply and increasing storage capacity in the Russian River watershed. RVCWD has not set a timeline for reconsideration.

12. Input and information from RVCWD regarding this annexation would be helpful.

RVCWD:

In 1958, the residents of Redwood Valley opted out of the property tax measure/issuing of bonds that funded Mendocino County's portion of the construction of Coyote Valley Dam. Looking back at historic records, the unwillingness to fund water infrastructure stemmed from many residents believing they could not benefit from

a reservoir below Redwood Valley when they couldn't pay for infrastructure to pump water up from Lake Mendocino to Redwood Valley.

In 1964, Redwood Valley County Water District was formed to investigate ways to fund and build water infrastructure. In 1975, RVCWD applied for and received a permit from the State Water Resources Control Board to divert 4,900 AF from Lake Mendocino between November 1 and April 30 of each year. Water diversions under this right can only occur in instances when stream flows in the Russian River main stem (as measured at the confluence of the East and West forks) exceed 150 cubic feet per second and Lake Mendocino storage is within the flood pool. This represents a relatively narrow window of opportunity and RVCWD has only exercised this right once in the last 5 years. Additionally, for this winter-diverted water to be useful to RVCWD, it must be stored and the District's only pond is insufficient to store the quantities necessary to make regular use of the right.

In 1978, RVCWD signed a Memorandum of Guarantee with Russian River Flood Control to purchase surplus water. With this MoG, RVCWD was able to secure loans with the Bureau of Reclamation to build infrastructure allowing water to be pumped from Lake Mendocino to Redwood Valley, treated for domestic use and a separate system to deliver raw water to agricultural customers. As a part of this agreement, RVCWD agreed to pay what Redwood Valley residents would have paid had they been a part of the initial property tax funding the construction of Coyote Valley Dam with interest. RVCWD did eventually pay this in full.

Initially, supply exceeded demand and RVCWD was able to supply all of its customers, but demand grew and RRFC surplus water became less reliable. Some in the community saw this lack of water security and filed a lawsuit against RVCWD, leading to the court ordered moratorium in place today. Over time, RVCWD experienced inability to provide consistent water deliveries to RVCWD agricultural customers. Eventually domestic customers were threatened with suspension of water deliveries as well. In 2014, under threat of no water for even domestic customers, the California Department of Public Health and State Water Resources Control Board intervened to broker an arrangement for RRFC to sell RVCWD enough water to meet health and human safety levels. Millview Water District committed to supply RVCWD with water via a groundwater well if the state funded an intertie, which the State did. These actions led to the formation of the Upper Russian River Water Agency Joint Powers Agency (URRWA), seeking to consolidate the non-incorporated water districts. URRWA dissolved after several years when the City of Ukiah joined the effort to consolidate water service leading to the formation of the Ukiah Valley Water Authority.

Regional history has many examples of small communities putting their individual interests and concerns above those of the common good and limiting future opportunity. It has been identified many times through Grand Jury reports and by other stakeholders in the community that the easiest path toward some small measure of water security for RVCWD is to be fully annexed in the Flood Control District. To this end, there have been many efforts toward annexation that eventually failed. Recently, there has been a shift toward increased collaboration and cooperation between local stakeholders to address the potential for crises through the lack of available water. RRFC annexing all of RVCWD into its boundaries will make it operationally more efficient to utilize available water to the benefit of RVCWD, and it will help RRFC more reliably put its water to beneficial use as required by water code and RRFC's water right.

V. Self-Imposed Irrigation Moratorium

13. What is the specific basis for RVCWD's self-imposed irrigation connection moratorium — is it based on raw water supply constraints, distribution infrastructure limitations, or some other factor?

RRFC:

RVCWD voluntarily imposed the agricultural service-connection moratorium due to limited and unreliable water supplies, public concern that agricultural customers were being prioritized over domestic customers, and the desire to avoid potential litigation.

RVCWD:

The Ag moratorium was voluntarily put in place in 2001. RVCWD must rely on what records exist from that time in the form of board minutes and other local media to draw conclusions. At that time, there were members of the public scrutinizing the RVCWD Boards actions, questioning if it was acting in the best interest of the District as a whole or if it was prioritizing agricultural customers above domestic customers. The domestic moratorium had been in place for over 10 years, much to the frustration of domestic customers seeking a service connection both for existing homes and desired development. RVCWD had already demonstrated its lack of ability to consistently supply water to both domestic and ag customers as was evidenced through frequent rationing of domestic customers and suspension of ag water deliveries. Out of abundance of caution and wanting to avoid potential litigation such as that which led to the domestic moratorium, the RVCWD Board voluntarily instituted a moratorium on ag service connections.

14. If the irrigation moratorium is unrelated to raw water availability, why has RVCWD not already lifted it, given that a raw water agreement with RRFC already exists today (328.85 acre-feet/year) even without annexation?

RVCWD:

RVCWD has struggled to consistently supply existing customers, having suspended agricultural water deliveries in years as recent as 2021 and 2022. During that time, many customers were threatening to abandon their service connections to avoid the fees. If this were to happen at any substantial scale, RVCWD would be negatively affected financially, and domestic customers would bear the impact. RVCWD is in the business of selling water. Expanding the ag customer base without securing sufficient supplies would be an irresponsible business decision, likely to put RVCWD at risk of litigation and/or intervention by state agencies such as DWR and CDPH.

RRFC:

RVCWD's water supply agreement with RRFC allows water to be used only in the area of RVCWD currently within the RRFC boundary. Meaning, RVCWD ag customers can only use water for irrigation on land that happens to be within the area of RVCWD currently within the RRFC boundary.

The premise of the question conflates the historical reason for imposing the agricultural moratorium with the present conditions necessary to lift it. Even if raw-water availability was not the original reason for the moratorium, it is relevant to whether RVCWD can responsibly add agricultural customers today. RVCWD's existing contract with RRFC does not provide an unrestricted or consistently reliable supply to the entirety of RVCWD's service area: the water may be used only within the portion of RVCWD that is currently inside RRFC's boundaries, and deliveries remain subject to hydrologic conditions and potential shortages. RVCWD has therefore not lifted the moratorium because the existing agreement

does not, by itself, establish that sufficient and reliable water is available to serve additional agricultural connections without adversely affecting existing customers.

15. Since annexation expands where RVCWD may use its existing contract quantity but does not increase that quantity, what specific operational or legal barrier currently prevents RVCWD from using that same water toward lifting the irrigation moratorium without annexation?

RVCWD:

The risk of potential litigation, state intervention, and losing ag customers in protest prevents us from lifting the irrigation moratorium.

RRFC:

Yes, annexation would expand RVCWD's contractual place of use.

No, annexation does not automatically increase RVCWD's contractual quantity of water.

The current barrier to RVCWD using its contractual quantity of water to lift the irrigation moratorium without annexation is that RVCWD cannot currently use its contractual quantity of water throughout its entire service area. Theoretically and without annexation, RVCWD could consider lifting the irrigation moratorium within the current contractual place of use if the contractual quantity was sufficient to meet new demand. However, RVCWD desires to use its contractual quantity of water throughout its entire service area.

16. Does RVCWD have any internal analysis, engineering report, or board discussion addressing what would need to occur — annexation or otherwise — before either moratorium could be lifted?

RVCWD:

As stated before, RVCWD Board discussions on lifting either moratoria have been informal and focused on improving the ability to consistently and fully meet the current customer needs before investigating the legal steps necessary to have the moratorium lifted. After the court ordered moratorium, the RVCWD started maintaining a list of properties owners interested in getting domestic service connection if the moratorium is lifted and stands at almost 100 properties. If the domestic moratorium is lifted, we would likely see quite a few property owners seeking a service connection to establish a more secure water source besides their private well. The community of Redwood Valley as a whole, RVCWD customers with a service connection and those without, cannot meet current demand without assistance from our neighboring water districts supplying us with water via the intertie and other contract holders in RRFC making surplus water available water for RVCWD to purchase. We have a long way to go to even being able to securely supply current demand much less accommodate increased growth or demand to the satisfaction of the state agencies that would need to approve any new water hookups.

VI. CEQA Negative Declaration and Growth Inducement

17. The ND concludes there is no growth inducement because the existing moratoria will remain in place. Does this conclusion rest on a fully supported factual record regarding the causes of the moratoria, or is it an assumption not tied to the actual conditions imposed by the court?

RRFC:

The conclusion in the Negative Declaration does not rest solely on an assumption that the existing moratoria will remain in place. The Revised IS/ND addresses the basis for the court-ordered domestic connection moratorium and explains why the proposed annexation would not, by itself, remedy the water-supply deficiencies underlying the writ or establish a sufficient basis for its modification. The writ of mandate issued by the court cannot be lifted merely by changing a governmental boundary. RVCWD

must establish an adequate and dependable water supply sufficient to serve existing users and any proposed additional connections under applicable drinking-water requirements.

The proposed annexation would not provide such a supply. It would not increase RVCWD's contractual allocation, create a new water source, or guarantee the availability of surplus water during drought or maximum-demand conditions. It would allow RVCWD to use its contractual allocation throughout its service area and participate as an in-district customer when surplus water is temporarily available. Those changes may provide some operational flexibility, but they do not constitute the adequate and dependable supply required to support removal of the court-ordered moratorium.

The agricultural connection moratorium is separately imposed by the RVCWD Board, and RVCWD has not adopted criteria governing when it might be reconsidered. The Revised IS/ND therefore does not assume that this moratorium will necessarily remain in place permanently. Rather, it concludes that annexation itself would not provide additional dependable water sufficient to cause or support its removal.

Accordingly, the no-growth-inducement conclusion is based principally on the limited effects of the proposed annexation on the ability of either moratoria to be lifted, not on an assumption that either moratorium can never be lifted. If either moratorium is lifted in the future, that action would require additional water-supply evidence and, for the domestic moratorium, applicable regulatory or judicial approval independent of the proposed annexation and any environmental (CEQA) review required for those future actions.

18. If annexation strengthens RVCWD's administrative record for a future petition to lift the domestic moratorium (by aligning RRFC's actual service boundary with its licensed place of use), does the ND's "no growth inducement" finding remain adequate, even if RRFC itself does not intend to make that argument?

RRFC:

Yes. Although annexation would align RRFC's jurisdictional boundary with RVCWD's service area, which is already included within RRFC's licensed place of use, that administrative alignment alone would not establish the adequate and dependable water supply required to lift the domestic connection moratorium.

The moratorium was imposed because RVCWD lacked a legal water source sufficient to serve existing and proposed users adequately, dependably, and safely under maximum-demand conditions. Annexation would not increase RVCWD's contractual allocation, create a new water source, or make surplus water dependable during drought and maximum-demand conditions. Boundary alignment, standing alone, therefore would not remedy the water-supply deficiency underlying the moratorium or provide sufficient grounds for its removal.

Annexation could be identified as one fact in a future administrative or judicial record concerning RVCWD's water supply. Its mere inclusion in that record, however, would not make the lifting of the moratorium a reasonably foreseeable consequence of the proposed annexation. Any future request to lift the moratorium would require additional evidence of a reliable and adequate supply, compliance with applicable drinking-water requirements, and separate action by the appropriate regulatory agency and/or court. The environmental consequences of permitting additional connections would be separately evaluated in connection with those future actions to the extent required by CEQA.

Accordingly, the ND's no-growth-inducement finding remains adequate because the proposed annexation does not itself remove the water-supply obstacle to growth. That conclusion depends on the objective effects of the project, rather than RRFC's present intent concerning how annexation might be characterized in a future proceeding.

19. Was the potential for future growth inducement considered if either moratorium is lifted after annexation is approved?

RRFC:

Yes. The Revised IS/ND considered whether annexation could facilitate future growth if either the court-ordered domestic connection moratorium or RVCWD's Board-imposed irrigation connection moratorium is later lifted. It concluded that any such future lifting would not result from the proposed annexation.

Annexation would not increase RVCWD's contractual allocation, create a new water source, or provide a supply that is sufficiently adequate and dependable to support removal of the domestic moratorium. Although annexation would allow RVCWD to use its contractual allocation throughout its service area and obtain temporarily available contract water as an in-district customer, that temporary water cannot be relied upon under drought or maximum-demand conditions. Additional water supplies, supporting evidence, and separate regulatory or judicial action would be required before additional domestic connections could be authorized.

The irrigation moratorium is imposed by the RVCWD Board and would be reconsidered through a separate future action. Annexation itself, however, does not authorize new irrigation connections or provide additional dependable water to serve them. Any decision to lift that moratorium would therefore require RVCWD to independently evaluate available supplies, system capacity, and the environmental consequences of allowing additional connections.

The Revised IS/ND also considered that future planned growth would require other infrastructure and governmental approvals and that the environmental effects of planned development within the RVCWD Community Planning Area have been addressed through the County's General Plan and associated environmental review. Accordingly, any future growth following removal of either moratorium would depend on intervening water-supply decisions and separate discretionary actions, rather than being a reasonably foreseeable consequence of the annexation itself.

The annexation is not expected to induce growth in Redwood Valley due to regional water supply challenges described in the Plan for Services that make RRFC's water supply potentially less reliable in drought years.

VII. CKH Act and LAFCo Policy Considerations

20. Assuming the annexation would enable the RRFC to contract directly with customers within the new territory, does RRFC's modest administrative capacity (one full-time employee, budget of approximately \$647,000 in total revenue) support its ability to administer a near-doubling of its contracting service area without additional staffing, infrastructure, or oversight capacity? Please explain.

RRFC:

The assumption is incorrect; RRFC would not contract directly with any new customers in Redwood Valley for two reasons. (1) RRFC Policy #20-01 requires any potential customer requesting water service from RRFC who is located within the boundary of a public agency or other retail water supplier

purchase the water directly through the retail water supplier; and (2) In order to become a RRFC customer, one must have a point of diversion identified on the RRFC water right. The only points of diversion identified on the RRFC water right that serve the Redwood Valley area are the RVCWD and Millview Water District facilities. Therefore, as per Policy #20-01, the requester would be required to purchase water directly from the water district. As such, the annexation would not materially increase contract administration, staffing, infrastructure, billing, or operational responsibilities for RRFC because RVCWD would remain the single wholesale customer.

21. What CKH Act factor under Government Code Section 56668 most strongly supports approval.

RRFC:

Government Code section 56668(i) most directly supports approval because the entire RVCWD service area proposed for annexation is already within RRFC's adopted sphere of influence and thus promotes an orderly and logical governmental boundary. Annexation would not extend service beyond a planned service area, authorize development, or require new infrastructure. Accordingly, approval would regularize an existing regional service relationship and create a more coherent governmental structure without changing RVCWD's governance or increasing RRFC's licensed water supply.

Government Code section 56668(c), also directly supports approval as it requires consideration of the proposal's effects on adjacent areas, mutual social and economic interests, and the local governmental structure of the county.

The annexation would better align the region's governmental structure with the existing water-service relationship between RRFC and RVCWD. The entire RVCWD service area is already within RRFC's adopted sphere of influence and licensed place of use, and RRFC already supplies water to RVCWD under the Uniform Water Sale and Purchase Agreement and the 1980 Stipulated Judgment. Annexation would eliminate the current inconsistency under which only approximately 200 acres of RVCWD are within RRFC's boundary, while the districts maintain a longstanding regional water-supply relationship extending throughout RVCWD.

The proposal would also support the districts' mutual social and economic interests by facilitating coordinated regional water planning, improving RVCWD's ability to use its contractual water throughout its service area, and allowing it to participate as an in-district customer when additional water is temporarily available. These benefits are particularly relevant to the region's agricultural economy and collective efforts to address drought, reduced Eel River diversions, and long-term Lake Mendocino supply reliability.

Lastly, the proposal is also supported by section 56668(b), concerning the need for and adequacy of organized community services. Annexation would improve the organization and administration of the existing service arrangement by allowing RVCWD to use its contractual allocation throughout its service area. It would also permit RVCWD to participate as an in-district customer when water becomes temporarily available under RRFC's Uniform Agreements. Although annexation would not increase RRFC's licensed water supply or RVCWD's guaranteed contract quantity, it would improve the geographic utility and administration of the existing supply and reduce RVCWD's dependence on the less predictable Stipulated Judgment process. The alternative of maintaining the existing boundaries would preserve the present mismatch between RRFC's governmental boundary and an RVCWD service area that is already within RRFC's sphere of influence and licensed place of use. The proposal therefore promotes a more organized and adequate regional service arrangement without requiring new infrastructure, increasing RRFC's licensed diversions, reducing existing customers' contract quantities, or transferring RVCWD's operations or governance to RRFC.

VIII. Regional Context

22. How does this annexation relate to, and interact with, the UVWA's ongoing consolidation efforts, given that RVCWD joined UVWA in 2024 and transferred its operational services to the City of Ukiah as of January 1, 2025?

RRFC:

Redwood joined the Ukiah Valley Water Authority (UVWA) in 2024, and as of January 1, 2025, all Redwood's operational services were transferred to the City of Ukiah. UVWA is a functional consolidation that includes the City of Ukiah, Calpella County Water District, Millview County Water District, Redwood Valley County Water District, and Willow County Water District. UVWA is working with the State Water Resources Control Board to obtain Safe and Affordable Funding for Equity and Resilience (SAFER) program funding to enhance municipal water supplies, including improving Redwood's municipal water infrastructure.

The RRFC proposed annexation addresses water supply sources and drought security, while UVWA addresses service delivery and system management. These are complementary but separate processes. Operational services being provided to RVCWD by the City of Ukiah rather than the Willow Water District does not alter the existing wholesale water-supply relationship between RRFC and RVCWD before or after annexation. The RVCWD Board remains functional, management and administrative staff are generally the same individuals, and operations of RVCWD are not the purview of RRFC.

Links:

- 1989 Oliver-Sweeney v Redwood Valley County Water District court documents: <https://rrfc.specialdistrict.org/files/e3c9a0494/1989+Statement+of+Decision+Oliver-Sweeney+v+RVCWD.pdf>
- State Water Resources Control Board Fact Sheet: Curtailment Orders in the Russian River Watershed, August 2021: <https://rrfc.specialdistrict.org/files/3976b8760/SWRCB+FAQ+-+Russian+River+Curtailment+Order%2C+8-2-2021.pdf>
- 1980 Stipulated Judgement: <https://rrfc.specialdistrict.org/stipulated-judgement-between-mendocino-county-russian-river-flood-control-water-conservation-improvement-district-and-redwood-valley-county-water-district-1980>
- RRFC Uniform Water Sale & Purchase Agreement and related documents: <https://rrfc.specialdistrict.org/customers>
- RRFC Policies: <https://rrfc.specialdistrict.org/policies>
- RRFC Ordinances: <https://rrfc.specialdistrict.org/district-ordinances>
- RRFC Water Rights: <https://rrfc.specialdistrict.org/water-rights-reporting>