

**MID-KAWEAH GROUNDWATER SUB-BASIN JOINT POWERS AUTHORITY
GROUNDWATER SUSTAINABILITY AGENCY BOARD**

SUMMARY MINUTES

June 11, 2019 – 3:00 p.m.

Tulare Public Library & Council Chambers
491 North M Street – Tulare, CA 93274

MEMBERS PRESENT: Dennis Mederos, Howard Stroman, David Bixler, Dave Martin, Steve Nelsen, Greg Collins^{3:35 p.m.}

ALTERNATES PRESENT: Randy Groom^(Until 3:35 p.m.)

STAFF PRESENT: Paul Hendrix, Aaron Fukuda, Leslie Caviglia, Kathi Artis, Rob Hunt, Trisha Whitfield, Melissa Hermann

1. CALL TO ORDER REGULAR SESSION:

Chair Nelsen opened the meeting at 3:00 p.m.

2. PUBLIC COMMENT:

Chair Nelsen called for comments from any members of the public present at the meeting. None were forthcoming.

3. GENERAL BUSINESS

a. Approval of Minutes of Regular Meeting on May 14, 2019

It was moved by Director Martin, seconded by Director Mederos and carried 5 to 0 (Director Collins absent, alternate not seated), to approve the minutes of May 14, 2019, as presented.

b. Financial Report

i. Financial Statements – Year-to-Date

K. Artis provided an overview of the financial statements for the Board's review and consideration. She highlighted several line items on the balance sheet and profit & loss statement, noting net income of \$20,170 for the fiscal year. She then reviewed the aging reports and transactions during May. It was then moved by Director Bixler, seconded by Director Groom^(Alt) and unanimously carried to approve the statements as presented.

c. FY 2019-20 Expenditure Budget – Consideration for Approval

P. Hendrix provided an overview of the FY 2019-20 Expenditure Budget. He cited estimated expenses totaling \$1.07 million, including \$50,000 for consulting services during GSP implementation in 2020. Mr. Hendrix further noted anticipated Prop 1 grant income which should offset most of the projected expenses, depending on the timing of grant

reimbursement payments. Director Nelsen inquired about the possibility of a grant award from Prop 68 funds, and Director Stroman sought clarification as to the likelihood of the grant income as shown in the budget tabulations. With no further discussion, it was moved by Director Stroman, seconded by Director Martin and unanimously carried to approve the budget as presented.

d. Public Workshop – GSP Overview

- i. Section 7 – Projects and Management Actions
- ii. Section 8 – DWR Reporting

P. Hendrix provided a presentation for the Board’s review. He reiterated the review schedule and process, noting an intended readiness for a review draft by July. Mr. Hendrix then reviewed the sundry projects and managements described in Section 7 and the basis for their estimated benefits. He next reviewed the periodic reporting process to DWR during GSP implementation. Questions and discussion ensued by and with Directors Nelsen, Mederos and Stroman concerning project recharge assessment approvals, communications with neighboring subbasins, and incorporation of public comments submitted during the comment period. Directors Collins and Mederos further inquired as to the role of Tulare County in their issuance of well drilling permits and the County’s interface with GSAs regarding new wells. Informational item only; no action taken.

e. Kaweah Subbasin Coordination – Status Report

- i. Coordination Agreement
- ii. Application of Computer Model – Initial Simulations

P. Hendrix provided an update regarding the Subbasin coordination agreement and application of the computer simulation model. The Board asked staff to provide a review of the draft coordination agreement content at its July meeting. Informational item only; no action taken.

f. Advisory Committee – Activity Report

- i. Outreach Documentation
- ii. GSP Section Reviews

P. Hendrix provided an update regarding the Advisory Committee activities. He noted that documentation of outreach meetings to-date is being compiled for insertion in the GSP. He also indicated that GSP section overviews and discussion has been ongoing, and that the July Committee meeting will include a discussion of a communication effort to stakeholders concerning GSP content.

4. BOARD/STAFF UPDATES, FUTURE AGENDA ITEMS OR OTHER TOPICS OF INTEREST

P. Hendrix mentioned receipt of a letter from the Friant WA asking to be placed on the GSA Interested Party list. He indicated that the letter additionally discussed the major subsidence issues along the Friant-Kern Canal and how timely SGMA compliance will assist with alleviating any further subsidence and associated impacts to Friant water users. Mr. Hendrix added that a future board meeting will include a presentation by A. Fukuda regarding this issue.

5. ADJOURNMENT: Next Regular Meeting – July 9, 2019

Chair Nelsen adjourned the meeting at 3:57 p.m.

Groundwater Sustainability Agency
Board Chair

Attest:

Groundwater Sustainability Agency
Board Secretary

Mid-Kaweah GSA
Agenda Item Report

July 1, 2019

Agenda Item 3.b: Election of Chair, Vice Chair

Report Author: J. Paul Hendrix

Staff Recommendation: It is recommended that the Board elect a Chair and Vice Chair for the two-year term commencing in July 2019

Background Discussion:

At the GSA's first meeting on September 14, 2015, David Bixler and Steve Nelson were nominated and then elected to serve as the Chair and Vice Chair, respectively. The term for these elections was identified by the Board to be two years. In September 2017, the Chair and Vice Chair officers were elected to be Steve Nelsen and Greg Nunley, respectively. In August 2018, Greg Collins was elected to replace Greg Nunley as Vice Chair. Appointments by the City of Tulare to the GSA board in August and December 2018 resulted in Howard Stroman replacing Greg Nunley and Dennis Mederos replacing Jose Sigala, respectively.

It should be noted too that the GSA's formation document – the Mid-Kaweah joint powers agreement – specifies that "The election of officers will take place at the first meeting of a new fiscal year." As to other officer positions of the GSA, the Treasurer is to be designated by resolution with the term specified therein (up for reconsideration in November 2019), and the Secretary has no specified term when first appointed.

Recommended Motions: I move to nominate _____ as the Chair; I move to nominate _____ as the Vice Chair.

Mid-Kaweah GSA
Agenda Item Report

July 9, 2019

Agenda Item Wording: Fiscal – Financial Statements Year To Date

Report Author: Kathi Artis – Tulare ID

Background Discussion:

The GSA's financial policies require a financial overview and Profit & Loss Statement through the end of the previous month are to be provided to the Board of Directors at each Board meeting.

Attachments:

Balance Sheet as of June 30, 2019

Profit & Loss Statement for period July 1, 2018 through June 30, 2019

Transaction Detail by Account for checking and money market accounts for period June 6, 2019 through June 30, 2019

Mid-Kaweah Groundwater Sustainability Agency

Balance Sheet

As of June 30, 2019

07/03/19
Accrual Basis

	<u>Jun 30, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking	262.28
Money Market	59,842.89
Total Checking/Savings	<u>60,105.17</u>
Total Current Assets	<u>60,105.17</u>
TOTAL ASSETS	<u>60,105.17</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	42,154.08
Total Accounts Payable	<u>42,154.08</u>
Total Current Liabilities	<u>42,154.08</u>
Total Liabilities	42,154.08
Equity	
Retained Earnings	40,044.06
Net Income	-22,092.97
Total Equity	<u>17,951.09</u>
TOTAL LIABILITIES & EQUITY	<u>60,105.17</u>

Mid-Kaweah Groundwater Sustainability Agency

Profit & Loss

July 2018 through June 5, 2019

	Jul 1, 2018 - June 30, 2019	2018-2019 Budget	Variance
Ordinary Income/Expense			
Income			
Call For Funds			
Administration	178,500.00	98,465	80,035
GEI Planning	556,500.00	229,751	326,749
Total Call For Funds	735,000.00	328,216	406,784
Prop 1 GSP Grant	0.00	699,600	(699,600)
Reimbursed Expenses			
Aqua Geo Frameworks - SkyTEM	132,841.50	125,800	7,042
Kaweah Sub Basin Expenses	130,015.06		130,015
DWR Tech Services Application	3,624.76		3,625
Total Reimbursed Expenses	266,481.32	125,800	140,681
Total Income	1,001,481.32	1,153,616	(152,135)
Expense			
Audit Expense	3,900.00	3,200	700
Conference & Meetings	695.00		695
Consulting Fees			
Consulting Fees-GEI	0.00		-
GEI Fees - Grant Applic 01-201	7,117.80		7,118
GEI Fees - MKGSA - 02.2017			
GSP	144,642.54	283,300	(138,657)
Sub-Basin Coordination	420,757.00	421,100	(343)
Total GEI Fees - MKGSA - 02.2017	565,399.54	704,400	(139,000)
Total Consulting Fees	572,517.34	704,400	(131,883)
Flight Lines	160,049.69	175,000	(14,950)
Insurance	972.40	1,500	(528)
Legal	33,685.00	50,000	(16,315)
Membership Dues	562.50	750	(188)
Office Expense	2,725.99	1,200	1,526
Payroll, Benefits and Travel Expenses	245,818.17	254,800	(8,982)
Rent	2,750.00	3,000	(250)
Total Expense	1,023,676.09	1,193,850	(170,174)
Net Ordinary Loss	-22,194.77	(40,234)	18,039
Other Income/Expense			
Other Income			
Interest Income	101.80	200	(98)
Total Other Income	101.80	200	(98)
Net Other Income	101.80	200	(98)
Net Loss	-22,092.97	(40,034)	17,941

Mid-Kaweah Groundwater Sustainability Agency
Transactions by Account

As of June 30, 2019

Type	Date	Num	Name	Description	Account	Amount
Checking						
Check	06/11/2019	1123	Capital One	AcroPro	Office Expense	(24.99)
				Office Supplies	Office Expense	(85.51)
						<u>(110.50)</u>
Total Checking						
Money Market						
Deposit	05/31/2019		Citizens Business Bank	Deposit	Interest Income	2.09
Deposit	06/13/2019		City of Tulare	Deposit	Call for Funds	56,667.00
						<u>56,669.09</u>
						<u>56,558.59</u>
Total Money Market						

Mid-Kaweah GSA
Agenda Item Report

July 2, 2019

Agenda Item 3.d: Kaweah Coordination Agreement

Report Author: J. Paul Hendrix/Valerie Kincaid

Background Discussion:

The three Subbasin GSAs have for some time been working towards a draft Coordination Agreement among them to accompany submittal of their respective GSPs to the state in January 2020. A locally-developed outline, along with input from GSA attorneys involved in similar agreement preparations in neighboring subbasins has resulted in the attached draft Coordination Agreement for the Kaweah Subbasin. Additional changes may be forthcoming; however, the current version embodies the key provisions as desired by the GSAs. At present, six appendices are intended to be affixed to the document, many of which are technical memorandums to be prepared by consultants regarding common GSP data sets and data collection methodologies.

Of the two intended appendices which are more of a policy nature, one memorializes the Subbasin sustainability goal and undesirable results, both of which are to be coordinated among all GSAs within a single subbasin in accordance with SGMA. This goal statement and description of results is being further revised for consistency with the balance of GSP sections for all three GSAs. An early version has been developed from Mid-Kaweah Advisory Committee deliberations and shared with the board. Its final draft form is, however, a work in progress over the next two weeks, as each GSA finalizes their respective sustainable management criteria. The second one is a description of the water accounting framework and segregation of the groundwater supply budget among the three GSAs. This description is included as the GSAs' best initial attempts to set forth the budget allocations and will be the subject of further Subbasin discussions next year, after GSPs have been adopted. The other GSAs are reviewing this document. Our understanding is that the GSAs are on board with including the approach (both the narrative framework and the three components or buckets); however, its final form is pending their confirmation.

Attachments:

Draft Coordination Agmt.

**KAWEAH SUBBASIN
COORDINATION AGREEMENT
[DRAFT]**

**GREATER KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
MID-KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY**

**Plan Manager: [name]
[Email address]**

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DEFINITIONS

1. “Agency” or “GSA”: refers to a groundwater sustainability agency as defined in SGMA.
2. “Agreement”: refers to this Coordination Agreement, unless indicated otherwise.
3. “Annual Report”: refers to the report required by California Water Code Section 10728.
4. “Basin”: means the Kaweah Subbasin within the Tulare Lake Hydrologic Region, San Joaquin Valley Groundwater Basin, defined in DWR’s 2016 Bulletin 118 Interim Update as Basin 5-22.11, as same may be amended from time to time.
5. “Basin setting”: refers to the information about the physical setting, characteristics, and current conditions of the Basin as described by the Agency in the hydrogeologic conceptual model, the groundwater conditions, and water budget, and Management Areas (if applicable) pursuant to California Code of Regulations, title 23, sections 354.12-354.20.
6. “Confidential Information”: as discussed in Section 3.3 of this Agreement, refers to data, information, modeling, projections, estimates, plans, and other information that are not public and in which the Party has a reasonable expectation of confidentiality, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. Confidential Information also includes information which is, at the time provided, (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure and/or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of disclosure.
7. “DWR”: refers to the California Department of Water Resources.
8. “Groundwater”: means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water that flows in known and definite channels.
9. “Groundwater flow”: refers to the volume and direction of groundwater movement into, out of, or throughout a basin.
10. “Management Team Committee”: refers to the governing body originally established in the Parties’ MOU that is charged with making recommendations regarding this Agreement and other Kaweah Subbasin related compliance issues to each GSA.
11. “Measurable objectives”: refers to specific, quantifiable goals for the maintenance or improvement of specified groundwater conditions that have been included in an adopted GSP to achieve the sustainability goal for the Basin.

12. “Memorandum of Understanding” or “MOU”: refers to the November 1, 2017 Memorandum of Understanding signed by the Parties concerning GSP-related cooperation and coordination in the Kaweah Subbasin.
13. “Minimum Thresholds”: refers to a numeric value for each sustainability indicator used to define undesirable results.
14. “Plan” or “GSP”: refers to a groundwater sustainability plan as defined by SGMA.
15. “Plan Manager”: refers to an employee or authorized representative of the Parties appointed by the Coordination Committee to perform the role of the Plan Manager set forth in Section 1.3 of this Agreement.
16. “Principal aquifers”: refers to aquifers or aquifer systems that store, transmit, and yield significant or economic quantities of groundwater to wells, springs, or surface water systems.
17. “Representative monitoring”: refers to a monitoring site within a broader network of sites that typifies one or more conditions within the Basin or an area of the Basin.
- 18.
19. “Sustainability indicator”: refers to any of the effects caused by groundwater conditions occurring throughout the Basin that, when significant and unreasonable, cause undesirable results, as described in Water Code Section 10721(x).
20. “Water source type”: represents the source from which water is derived to meet the applied beneficial uses, including groundwater, recycled water, reused water, and surface water sources identified as Central Valley Project, local supplies, and local imported supplies.
21. “Water use sector”: refers to categories of water demand based on the general land uses to which the water is applied, including urban, industrial, agricultural, managed wetlands, managed recharge, and native vegetation.
22. “Water year”: refers to the period from October 1 through the following September 30, inclusive.
23. “Water year type”: refers to the classification provided by DWR to assess the amount of annual precipitation in a basin.

1. INTRODUCTION

1.1.PURPOSE.

The purpose of this Agreement is to comply with SGMA's coordination agreement requirements and ensure that the multiple GSPs within the Basin are developed and implemented utilizing the same methodologies and assumptions as required under SGMA and Title 23 of the California Code of Regulations, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend that this Agreement describe how the multiple GSPs, developed by the individual GSAs, are implemented together to satisfy the requirements of SGMA. The Parties intend this Agreement will be incorporated as part of each individual GSP developed by the Parties.

1.2.ADJUDICATION OR ALTERNATIVE PLANS IN THE BASIN. (§357.4(f).)

As of the date of this Agreement, there are no portions of the Basin that have been adjudicated or have submitted for DWR approval an alternative to a GSP pursuant to Water Code Section 10733.6.

1.3.PLAN MANAGER. (§357.4(b)(1).)

In accordance with the Title 23, California Code of Regulations Section 357.4(b)(1), the Parties hereby agree on a point of contact with DWR. The Plan Manager shall be the General Manager for the Greater Kaweah GSA. The Parties may agree to amend the appointed Plan Manager upon unanimous consent of the GSAs and written notification to DWR. The Plan Manager shall serve as the point of contact for DWR as specified in California Code of Regulations, section 357.4, subd. (b)(1). The Plan Manager's role as the point of contact between the Management Team Committee and DWR. In this role, the Plan Manager shall, at the direction of the Management Team Committee, submit all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR when required. The Plan Manager may communicate other information to DWR at the request of the Management Team only. The Plan Manager has no authority to take any action or represent the Management Team Committee or a particular GSA without the specific direction and authority of the Management Team Committee or the particular GSA. The Plan Manager is obligated to disclose all communications he/she receives in his/her capacity as Plan Manager to the Management Team Committee, either in open or closed session meetings, or as otherwise appropriate.

2. BASIN SETTING

2.1.INTRODUCTION (§354.12)

The detailed basin setting for the Kaweah Subbasin, as required for GSPs prepared in accordance with Title 23, California Code of Regulations Section 354.12, is provided in Appendix 1 of this Agreement. The attached Basin Setting includes the physical setting, the Hydrogeologic Conceptual Model, groundwater conditions and water budget pursuant to Title 12, CCR Sections 354.12-354.18.

3. EXCHANGE OF DATA AND INFORMATION (§357.4(b)(2))

3.1.EXCHANGE OF INFORMATION.

In accordance with Title 23, California Code of Regulations Section 357.4(b)(2) of the GSP Regulations, the GSA Parties acknowledge and recognize that for this Coordination Agreement to be effective in the enhancement of the goals of basin-wide groundwater sustainability and compliance with the SGMA and the basin level coordinating and reporting regulations, the GSA Parties will have an affirmative obligation to exchange certain minimally necessary information among and between the other GSA Parties. Likewise, the GSA Parties acknowledge and recognize that individual GSA Parties, in providing certain information, and in particular certain raw data, may contend that limitations apply in the sharing and other dissemination of certain types of said information which may subject the individual GSA Party to certain duties regarding non-disclosure and privacy restrictions and protections.

3.2.PROCEDURE GOVERNING THE EXCHANGE OF INFORMATION.

The Parties may exchange information through collaboration and/or informal requests made at the Management Team Committee level. To the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Management Team Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Management Team Committee.

3.3.NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

It is understood and agreed to that, pursuant to Section 3.1 of this Agreement, a Party to this Agreement may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, the Parties agree as follows:

3.3.1. The confidential information to be disclosed under this Agreement (“Confidential Information”) includes data, information, modeling, projections, estimates, plans, and other information that are not public and in which the Party has a reasonable expectation of confidentiality, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

3.3.2. In addition to the above, Confidential Information shall also include, and the Parties shall have a reasonable duty to protect, other confidential and/or sensitive information which is, at the time provided (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.

3.3.3. The Parties shall use the Confidential Information only for the purposes set forth in this Agreement.

3.3.4. The Parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, attorneys, consultants, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. A Party shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

3.3.5. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that (a) was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the disclosing Party; or (e) is independently developed.

3.3.6. If there is a breach or threatened breach of any provision of this section, it is agreed and understood that the non-breaching Party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of any provision of this Agreement.

3.3.7. If and to the extent the information covered by this provision is requested pursuant to the California Public Records Act (PRA), the Party subject to the PRA shall coordinate with the other Parties regarding its disclosure and obtain approval from a Party prior to disclosing information that the Party has disclosed pursuant to this provision in response to the PRA. To the extent the Party responding to the PRA is sued or otherwise challenged for withholding confidential information at the request of another Party, the Party requesting the non-disclosure shall indemnify the Party subject to the PRA for any costs and fees related to litigation or other such challenge.

4. METHODOLOGIES & ASSUMPTIONS (§357.4(b)(3))

In accordance with the Title 23, California Code of Regulations Section 357.4(b)(3) and California Water Code section 10727.6 the Parties have entered into this Agreement to ensure that the individual GSPs in the Basin utilize the same data and methodologies for the following assumptions: 1) groundwater elevation data, 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) change in groundwater storage; 6) water budget; and 7) sustainable yield, and that such methodologies and assumptions will continue to be used in the future development and implementation of such GSPs.

The methodologies and assumptions were developed based on existing data/information, best management practices, and/or best modeled or projected data available. Information regarding the agreed upon methodologies and assumptions, is as attached as Appendix 1 (Basin Setting report) to this Agreement. This report, prepared under the direction of a registered hydrogeologist retained by all Parties, contains data and calculation/estimation methodologies for all seven assumed items listed above. All such items have been accepted by the Parties and are utilized in their respective GSPs. Should new information become available or be acquired regarding the Basin Setting in the future, the Parties will discuss and incorporate the same into the report at periodic evaluations of their respective GSPs no less frequently than every five years.

5. MONITORING NETWORK (§§354.32-354.40)

5.1. The Parties developed a monitoring network and monitoring network objectives for the Basin in accordance with California Code of Regulations, Title 23, sections 354.32 – 354.40. Each network facilitates the collection of data in order to characterize groundwater and related surface water conditions in the Basin and evaluate changing conditions that occur from implementation of the individual GSPs. The individual GSPs include monitoring objectives, protocols, and data reporting requirements as necessary under SGMA and SGMA Regulations.

5.2. The monitoring network(s) demonstrate short-term, seasonal, and long-term trends in groundwater and related surface water conditions. Each Party's GSP will include the monitoring network objectives for the Basin, including an explanation of how the network develops and implements to monitor groundwater and related surface water conditions, and the interconnection of surface water and groundwater, with sufficient temporal frequency and spatial density to evaluate the affects and effectiveness of GSP implementation. The monitoring network(s) accomplish the following: a) demonstrate progress toward achieving measurable objectives described in the GSPs; b) monitor impacts to the beneficial uses or users of groundwater; c) monitor changes in groundwater conditions relative to applicable measurable objectives and minimum thresholds; and d) assist with quantifying annual changes in water budget components.

5.3. The Parties hereby agree, consistent with Section 3 of this Agreement, to share information necessary to create a Basin map displaying the location and type of each monitoring site within the Basin, and a report in tabular format, including information regarding the

monitoring site type, frequency of measurement, and purpose for which the monitoring site is being used.

5.4. Information regarding the agreed upon monitoring networks, which is subject to future review and modification, is attached as Appendix 2 to this Agreement.

6. COORDINATED WATER BUDGET (§357.4(b)(3)(B))

6.1. In accordance with the California Code of Regulations, Title 23, section 357.4 (b)(3)(B), the Parties have prepared a coordinated water budget for the Basin as described herein and required by California Code of Regulations, Title 23, section 354.18. The water budget provides an accounting and assessment of the total volume of groundwater and surface water entering and leaving the Basin, including historical, current, and projected water budget conditions, and the change in the volume of water stored. Said water budget is as included as part of Appendix 1 to this Agreement.

6.2. All aspects of the coordinated water budget as described herein are addressed in the Basin Setting. In addition, the current water budget for the period 1997-2017 has been calculated under a water accounting framework among each of the Parties as set forth in attachment [y] to this Agreement. This preliminary water budget is the Parties best attempts from the best available data. Further discussions among the Parties must occur after adoption of GSPs concerning mutual responsibilities in achieving the Subbasin's Sustainable Yield by 2040, or as may be otherwise extended by DWR per Water Code §10727.2 (b) (3) once further data is obtained. The Parties acknowledge that significant data gaps exist within the existing Basin Setting as further described in Section 8 below. The Parties explicitly acknowledge to use good faith efforts to obtain data necessary and to reevaluate the water budget as needed.

7. COORDINATED DATA MANAGEMENT SYSTEM (§357.4(e))

In accordance with the Title 23, California Code of Regulations Section 357.4(e), the Parties hereby describe a coordinated data management system for the Basin. As required by SGMA and accompanying Regulations, the Parties will coordinate to maintain a data management system that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and monitoring network of the Basin.

Information regarding the agreed upon coordinated data management system, which is subject to future review and modification, shall be attached as Appendix 4 to this Agreement.

8. ADOPTION AND USE OF THE COORDINATION AGREEMENT

8.1. COOPERATIVE IMPLEMENTATION OF GSPS. (§357.4(C))

In accordance with the Title 23, California Code of Regulations Section 357.4(c), the Parties hereby explain how the Plans implemented together, satisfy the requirements of the Act and are in substantial compliance with SGMA and SGMA regulations. Each Party will ensure their GSP complies with the statutory requirements of SGMA. The Parties to this Agreement intend that their individual GSPs will be implemented together in order to satisfy the requirements of SGMA. In a coordinated manner, the collective GSPs have satisfied the requirements of sections 10727.2 and 10727.4 of the California Water Code by providing a description of the physical setting and characteristics of the separate aquifer systems within the Basin, the methodologies and assumptions specified in Water Code section 10727.6, both as referenced in Section 2.1 herein. They have further developed a common sustainability goal and description of the Subbasin's undesirable results, recited herein as Appendix 5. The Parties' minimum thresholds, measurable objectives, and monitoring protocols together provide a description of how the Subbasin will be sustainably managed during the GSP implementation phase. Furthermore, the Parties have developed a coordinated water budget and monitoring network, in addition to their individual GSPs, which, when implemented together, suffice to provide the mandated data and fulfill the requirements set out in SGMA and its accompanying regulations.

The Parties have developed and calibrated a Subbasin numerical groundwater and surface water model that has been applied to simulate the operation of their combined projects and management actions and thereby serve as a tool to help demonstrate how their GSPs conform to measurable objectives and avoid undesirable results by 2040. A description of the relevant model simulations and results are as described in Appendix 6 to this Agreement.

8.2.GSP AND COORDINATION AGREEMENT SUBMISSION (§357.4(D).)

In accordance with the Title 23, California Code of Regulations Section 357.4(d), the Parties hereby agree to the following process for submitting all Plans, Plan amendments, supporting information, all monitoring data and other pertinent information, along with annual reports and periodic evaluations. The Parties agree to submit their respective GSPs to DWR through the Management Team Committee and Plan Manager in accordance with SGMA and its accompanying regulations. The Plan Manager will be responsible for submittal of GSPs to DWR in accordance with California Water Code section 10733.4, subdivision (b)(1)-(c). However, prior to this submittal, the Management Team Committee shall vote to approve submittal. The approval shall consist of the review of the multiple GSPs in the Subbasin by the Management Team Committee for coordination and consistency. If the Management Team Committee identifies lacking coordination or inconsistencies that amount to a concern regarding compliance with section SGMA, the Management Team Committee will work with the Parties to resolve these issues prior to submittal. Parties intend that this Agreement suffice to fulfill the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4 and 10727.6 for the entire Basin.

In the event it appears that the entire Basin may not be covered by one or more GSPs as of January 31, 2020, each Party may take such action as deemed necessary or appropriate with respect to filing its GSP and/or other documents with DWR without violating this section.

9. KAWEAH SUBBASIN ORGANIZATIONAL STRUCTURE AND OTHER MISCELLANEOUS PROVISIONS

9.1.GOVERNANCE. (§357.4(b)(2))

In accordance with the Title 23, California Code of Regulations Section 357.4(b)(2), the Parties hereby agree on the following responsibilities for meeting the terms of the agreement and the procedures for resolving conflicts.

9.1.1. Management Team Committee.

The Parties intend for the Management Team Committee as previously established in the Parties' MOU agreed upon until the effective date of this Coordination Agreement. The Management Team Committee will consist of three (3) representatives appointed by each Party to this Agreement.

- Compensation. Each Management Team Committee member's compensation for service on the Management Team Committee, if any, is the responsibility of the appointing Party.
- Term. Each Management Team Committee member shall serve at the pleasure of the appointing Party and may be removed from the Management Team Committee by the appointing Party at any time.
- Meetings. The Management Team Committee will meet at least monthly, or more frequently as needed, to carry out the activities described in this Agreement. The Management Team Committee will prepare and maintain minutes of its meetings.

9.1.2. Quorum for Management Team Committee Meetings.

In order to take action at a meeting of the Management Team Committee, a majority of the Management Team Committee members must be present at the meeting, with at least one representative from each Party.

9.1.3. Compliance with Open Meetings Laws.

The Management Team Committee shall meet on a regular basis for the purposes described in this Agreement. The Management Team Committee shall comply with the Ralph M. Brown Act (Government Code section 54950 et seq.) as applicable and shall post agendas as required.

9.1.4. Management Team Committee Officers.

The Management Team Committee may, from time to time, select from amongst its members a Chairman, who shall act as presiding officer, a Vice Chairman, to serve in the absence of the Chairman, and any other officers as determined by the Management Team Committee. There also shall be selected a Secretary, who may, but not need be, a member of the Management Team Committee. All officers shall remain in office for two years, unless removed pursuant to a majority vote of the Management Team Committee.

9.1.5. Management Team Committee Meeting Voting Provisions.

Each GSA will be entitled to one (1) vote on the Management Team Committee. The process for declaring such vote must be determined by each respective GSA. Recommendations from the Management Team Committee shall be made to the Parties' respective GSAs only upon the unanimous vote of the Management Team Committee. Should unanimity not be reached, the votes shall be reported to each GSA's Board of Directors for further direction.

9.1.6. Adoption of Management Team Committee Recommendations.

Recommendations approved by unanimous consent of the Management Team Committee shall be reported to each GSA Board, with the process and manner for GSA approval left to the discretion of each GSA. If a GSA fails to approve a recommendation of the Management Team Committee, the Management Team Committee shall reconvene and endeavor to develop an alternative recommendation that may resolve any issues which resulted in the failure to approve. If the Management Team Committee is unable to develop an alternative recommendation, or if a GSA fails to approve the Management Committee's alternative recommendation, the Parties shall evaluate whether to enter into the dispute resolution process outlined in Section 9.3 of this Agreement.

9.1.7. Failure of Management Team Committee to Reach Consensus.

The Parties acknowledge that at all times consensus may not be reached amongst the Management Team Committee. All matters in which consensus of the Management Team Committee cannot be reached shall be reported to the GSA Boards of Directors. The Management Team Committee shall reconvene after the unresolved issue has been reported to the GSA Boards of Directors. If the Management Team Committee is still unable to reach consensus, the Parties shall evaluate whether to enter into the dispute resolution process outlined in Section 9.3 of this Agreement.

9.2. RESPONSIBILITIES OF THE PARTIES.

The Parties to this Agreement agree to work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect each Party's responsibility to implement the terms of their respective GSP. Rather, this Agreement is the mechanism through

which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

9.3.DISPUTE RESOLUTION.

Any GSA may choose to initiate the following dispute resolution process by serving written notice to the remaining GSAs of the following: (1) identification of the conflict; (2) description of how the conflict may negatively impact the sustainability of the Kaweah Subbasin; and (3) a proposal for one or more resolutions. The Parties agree to designate representatives to meet and confer with each other within thirty (30) days of the date such notice is given and said representatives shall then meet within a reasonable time to address all issues identified in the notice. Should the representatives be unable to reach a resolution within ninety (90) days of the written notice, the Parties shall enter informal mediation in front of a mutually agreeable mediator.

9.4.MODIFICATION.

The Parties hereby agree that this Agreement shall be reviewed as part of each five-year assessment and may be supplemented, amended, or modified only by the mutual agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

9.5.WITHDRAWAL, TERMINATION, ADDING PARTIES.

9.5.1. A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days' notice to the Management Team Committee. Any Party who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations the Party incurred, accrued, or approved pursuant to this Agreement prior to the effective date of such withdrawal.

9.5.2. A new Party may be added to this Agreement if such entity is an exclusive GSA that has developed and will implement its own separate and complete GSP.

9.5.3. This Agreement may be rescinded by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

9.6.MISCELLANEOUS.

9.6.1. Severability.

If any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

9.6.2. Third Party Beneficiaries.

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

9.6.3. Construction and Interpretation.

This Agreement was finalized through negotiations of the Parties. Each Party has had a full and fair opportunity to review and revise the terms herein. As a result, the normal rules of construction that any ambiguities are to be interpreted against the drafting Party shall not apply in the construction or interpretation of this Agreement.

9.6.4. Good Faith.

Each Party shall use its best efforts and work in good faith for the expeditious completion of the purposes and goals of this Agreement and the satisfactory performance of its terms.

9.6.5. Execution.

This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to sign this Agreement and to bind the Party for whom they are signing.

9.6.6. Notices.

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date executed below:

[Signature Blocks]

Mid-Kaweah GSA

Agenda Item Report

July 1, 2019

Agenda Item 3.e: GSP Section Reviews

Report Author: Paul Hendrix

Background Discussion:

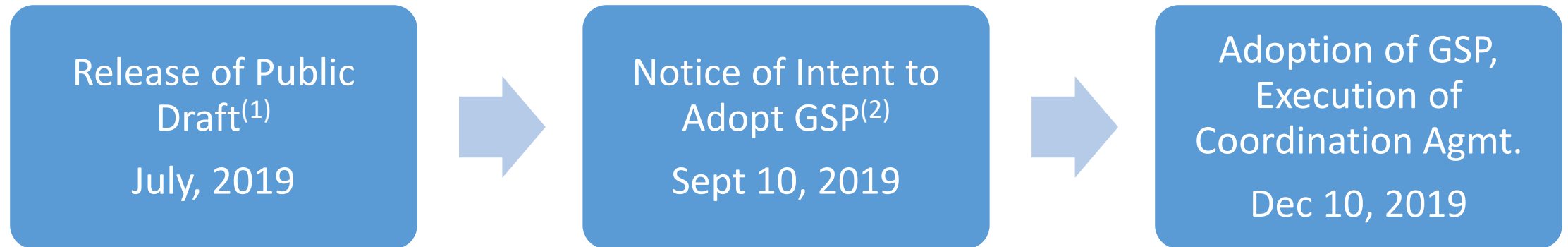
At the June 12th GSA meeting, a revised GSP review schedule was discussed with the Board. The schedule pertained to the internal process for reviews as among the several GSA committees (Management Committee, Advisory Committee and Technical Sub-Committee) and Board leading to a draft GSP slated for public review and comment. At the April 9th meeting and GSP workshop, Sections 2 and 4 were reviewed with the Board. At the May 14th meeting/workshop, Sections 3 and 6 were reviewed. Sections 7 and 8 were reviewed at the June 11th meeting/workshop. At the July 9th meeting, staff will review Sections 1 and 5 with the Board. This will complete the workshop overviews of all GSP sections.

The Section 3 draft regarding the Kaweah Subbasin sustainability goal and undesirable results is still undergoing modifications as discussed among the three GSA managers and legal counsel to ensure consistency with other GSP sections. The Section 5 draft is being completed this week and receiving an overview with the Advisory Committee and Technical Advisory Sub-Committee. Given these pending modifications and reviews, staff recommends an administrative draft of the full GSP to be provided the board for their review in mid-July, with the release of a public draft by the end of the month. A 45-day public comment period would follow that release.

Attachments:

GSP Review and Adoption Schedule

Mid-Kaweah GSA Board Approval Process



(1) 45-day public comment period; review and consideration of comments; final draft in Nov.

(2) Potential 30-day consultation with Tulare County (CA Water Code § 10728.4)

Mid-Kaweah GSA
Agenda Item Report

July 3, 2019

Agenda Item 3.h: Tulare County Well-Drilling Application

Report Author: Paul Hendrix

Background Discussion:

Representatives of several departments at Tulare County have been meeting monthly with local GSA managers concerning SGMA issues of mutual interest. One such issue is the County's well-drilling permit and its relationship to groundwater extraction powers and authorities to be potentially exercised by GSAs. Proposed changes to the permit application are highlighted as attached, some being proposed by County staff and some by GSA managers.

Attachments:

County Well Permit Application – Revised Draft



TULARE COUNTY ENVIRONMENTAL HEALTH SERVICES DIVISION

5957 SOUTH MOONEY BLVD. VISALIA, CA 93277
(559)624-7400 – tularecountyehwells@tularehhsa.org

APPLICATION TO CONSTRUCT, DEEPEN OR RECONSTRUCT A WELL

Application #: WWA – _____

Permit #: WELL _____

APPLICANT INFORMATION

Applicant Name: _____ Telephone: _____

I am the: Property Owner Authorized Agent of the Property Owner (Attach Written Authorization)

Property Owner: (If Other than Applicant) _____ Telephone: _____

Mailing Address: _____
Street City, State Zip Code

LICENSED CONTRACTOR DECLARATION

Licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, as a well drilling contractor and such license is in full force and effect.

Company Name: _____

E-Mail Address: _____

Mailing Address: _____
Street City, State Zip Code

C-57 License #: _____ Office Telephone: _____ Cell: _____

I would like the Permit to be: Mailed E-Mailed Picked Up

CONSULTANT INFORMATION (Required for Remedial Action Sites)

Consulting Firm: _____ Contact: _____

Address: _____
Street City, State Zip Code

E-Mail Address: _____ Telephone: _____

PARCEL INFORMATION

Location: _____

Address or Distance from Nearest Cross Streets (or Property Lines)

Is the well within city limits? Yes No City: _____ Parcel Size: _____ Acre(s)

APN: _____
Township Range Section

GPS Data: (Use Decimal Degrees) Latitude Longitude Elevation (ft.) Valley Foothills/Mountains

Project Start Date: _____ Application must be submitted at least ten (10) working days prior to proposed starting date.

Groundwater Basin: For wells being drilled in the Valley, select the Groundwater Basin and the Groundwater Sustainability Agency (GSA) where the well will be located.	<input type="radio"/> Kaweah <input type="radio"/> East Kaweah GSA <input type="radio"/> Greater Kaweah GSA <input type="radio"/> Mid-Kaweah GSA	<input type="radio"/> Kings <input type="radio"/> Central Kings GSA <input type="radio"/> Kings River East GSA <input type="radio"/> South Kings GSA	<input type="radio"/> Tulare Lake <input type="radio"/> El Rico GSA <input type="radio"/> Tri County Water Authority (5) <input type="radio"/> Tri County Water Authority (7) <input type="radio"/> Tri County Water Authority (Kings 2017)	<input type="radio"/> Tule <input type="radio"/> Alpaugh GSA <input type="radio"/> Delano – Earlimart Irrigation District <input type="radio"/> Eastern Tule GSA <input type="radio"/> Lower Tule Irrigation District <input type="radio"/> Pixley Irrigation District <input type="radio"/> Tri County Water Authority (1) <input type="radio"/> Tri County Water Authority (2) <input type="radio"/> Tri County Water Authority (3) <input type="radio"/> Tri County Water Authority (4)
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TYPE OF WORK

- New
- Replacement Requires Destruct Permit
- Deepening Increase depth of well
- Reconstruct Repair well without deepening

WELL TYPE

- Domestic (1 – 4 Connections)
- Community (5+ Connections)
- Agricultural
- Other _____
- Dairy Supply
- Industrial
- Soil Boring(s)
- Test Well
- Cathodic Protection
- Monitoring Well(s)

INTENDED USE

For Community (5+ Connection) wells:

Will this well serve a regulated Water System? Yes No If yes, name of Water System: _____

Name of Water System contact: _____ Telephone: _____

If No, number of persons to be served by the well: _____ Days per year that water is served: _____ Days

For Agricultural wells:

APNs to be irrigated by this well: _____ Total acreage: _____

Revised May 2019

WELL CONSTRUCTION

Drilling Method: Rotary Reverse Rotary Cable Tool Air Rotary Auger

Casing Driven Other _____

Proposed Borehole: **Diameter:** _____ in. **Depth:** _____ ft.

Well Casing: PVC Steel **Diameter:** _____ in. **Gauge/Thickness:** _____ **Slot Size:** _____

Perforations: _____ to _____ ft. _____ to _____ ft. _____ to _____ ft.

Conductor Casing: Yes No **Diameter:** _____ in. **Depth:** _____ ft.

Annular Seal: **Depth:** _____ to _____ ft. _____ to _____ ft. _____ to _____ ft.

Thickness: 2 in. – All well types except Community. 3 in. – Community (5+ Connection) Wells

Material: Neat Cement _____ Sack Sand Slurry Bentonite Other _____

Method: Tremie Pipe Free Fall (Allowed only when the interval to be sealed is dry and less than 30 ft. in depth. Variance required.)

WELL DEEPENING

Original Well: PVC Steel **Diameter:** _____ in. **Depth:** _____ ft. **Depth to Water:** _____ ft.

Deepened Well: PVC Steel **Diameter:** _____ in. **Gauge/Thickness:** _____ **Slot Size:** _____

Perforations: _____ to _____ ft. _____ to _____ ft. _____ to _____ ft.

Annular Seal: **Depth:** _____ to _____ ft. _____ to _____ ft. _____ to _____ ft.

Material: Neat Cement _____ Sack Sand Slurry Bentonite Other _____

Method: Tremie Pipe Free Fall (Allowed only when the interval to be sealed is dry and less than 30 ft. in depth. Variance required.)

WELL RECONSTRUCTION

Well Reconstruction includes work that alters, repairs or restores an existing well, without changing the well's physical characteristics (i.e. deepening). Installing a liner, blowing out, and swabbing are examples of a Well Reconstruction. There is no well permit fee for a Well Reconstruction Permit; however, a Well Completion Report (WCR) is required to be submitted within thirty (30) days of work being completed. Use the space below to describe the Well Reconstruction work to be done.

WELL SETBACKS

Setbacks from surrounding properties must be taken into consideration when selecting a well site location. Setback requirements may be increased by Tulare County if dangers of pollution, contamination or other adverse conditions are known to be present. If the well site is within a one mile radius of a landfill, there may be additional requirements.

Should a site visit be needed to verify the proposed well location, mark all well sites with a surveyor's stake labeled "Well Site".

Measuring in feet, list distances from proposed well drilling location. Minimum requirements in parentheses.

Front Property Line (25 ft.)	_____	Storm Drain (50 ft.)	_____
Side Property Lines (5 ft.)	_____	Seepage Pit (150 ft.)	_____
Septic Tank & Leach Field (100 ft.)	_____	Animal/Fowl Enclosure (100 ft.)	_____
Sewer Laterals (50 ft.)	_____	Existing Active Well(s) (50 ft.)	_____
Surface Water (25 ft.)	_____	Underground Storage Tank (150 ft.)	_____
Transmission Lines	_____		

CONTRACTOR DISCLAIMERS

All information provided in this application is subject to review by the Groundwater Sustainability Agency (GSA) in which the proposed well is to be located, prior to permit issuance. Additional conditions may apply based upon GSA review.

GSAs may attach well construction conditions including, but not limited to, depth limitations, perforation limitations and additional setback requirements on wells to be drilled within their jurisdictions.

Submitting an incomplete application will delay the issuance of a permit.

Drilling operations shall not commence until this application is approved and a permit has been issued.

Once issued, the permit is to be available at all times on-site during construction, deepening or reconstruction activities.

Drilling fluids shall be disposed of in a safe and sanitary manner, and shall not be permitted to flow, or be diverted, onto adjacent properties.

With my initials, I certify that I have read and understand the above disclaimers: _____

APPLICANT DISCLAIMERS

Issuance of a well permit does not guarantee future usage of the proposed well depending upon GSA requirements.

Actual operation of the proposed well must be consistent with the ordinances, regulations and other policies active within a GSAs jurisdiction. Prior to operation of the well, there may be requirements to undertake additional action(s) so as to comply with these policies. Improper operation of the proposed well may result in fines and/or civil penalties.

With my initials, I certify that I have read and understand the above disclaimers: _____

CERTIFICATION STATEMENT

_____ I hereby certify under penalty of perjury that all information provided on this well permit application is true, correct and complete to the best of my knowledge. I understand that all work is to be done in accordance with the Tulare County Environmental Health Well Ordinance and the California Department of Water Resources Bulletin 74-81, 74-90 and all subsequent bulletins, as well as any and all permit conditions added through the application review process. Furthermore, I certify that I have a

current and active C-57 Contractor's License and, if I employ workers, a current certificate of Workers' Compensation Insurance.

CONTRACTOR

This application is not considered complete until properly signed by both the Contractor and the Property Owner (or the Authorized Agent of the Property Owner).

Any misrepresentation on this application or noncompliance with required permit conditions, or regulations, will result in the issuance of a "Stop Work Order".

Print Name: _____

Signature: _____

Date: _____

APPLICANT

This application is not considered complete until properly signed by both the Contractor and the Property Owner (or Authorized Agent of the Property Owner).

As the Property Owner (or Authorized Agent of the Property Owner) I hereby grant permission to perform the work as described in this application. Also, I agree to provide access to TCEHD personnel for inspection purposes.

Print Name: _____

Signature: _____

Date: _____

SITE MAP

The space below can be used to include a map. All maps must include:

- Nearest cross-streets to the parcel
- Existing and proposed structures on the parcel
- Setbacks documented above
- Surface water (ponds, lakes, streams and canals) within 300 ft.
- Property lines and dimensions
- Any existing well(s) on the parcel and the neighboring parcel(s)



DRAFT

Driving directions to well site: _____

ENVIRONMENTAL HEALTH SERVICES DIVISION USE ONLY

Date Received _____ Fee Amount _____ Receipt # _____ Invoice # _____

Payment Method: Cash Check # _____ CC Approval # _____ Received by: _____

Flood Zone Landfill DWR DTSC Parcel Manager Hold Yes No RMA Clear Date _____

GIS Review PALMS CSLB Check C-57 Expiration Date: _____ GSA Review Send Date: _____

Other _____

Mid-Kaweah GSA

Resolution No. 2019-02

WHEREAS, the Board of Directors of the Mid-Kaweah GSA does support participation of its members and staff in the affairs and support activities of the Association of California Water Agencies (ACWA);

WHEREAS, J. Paul Hendrix, the GSA’s Manager, currently serves as a Board Member of ACWA Region 7 and has expressed a desire to continue to serve in that capacity.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mid-Kaweah GSA:

1. Supports the nomination of J. Paul Hendrix for the position of Board Member and Officer of Region 7;
2. Determines that expenses associated with the services of J. Paul Hendrix in representing Region 7 shall be borne by the GSA.

PASSED, APPROVED, AND ADOPTED this 9th day of July, 2019.

Steve Nelsen, Board Chair

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF TULARE) SS.
CITY OF TULARE)

I, Roxanne Yoder, Board Clerk of the Mid-Kaweah Groundwater Sustainability Agency Board, certify the foregoing is the full and true Board Resolution 2019-02 passed and adopted by the Agency Board at a regular meeting held on July 9, 2019, by the following vote:

Aye(s): _____

Noe(s): _____ Absent/Abstention(s): _____

Dated: _____ Clerk of the Board

Roxanne Yoder