



# TULE BASIN WATER QUALITY COALITION

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October 15, 2013

Pamela Creedon, Executive Officer  
Central Valley Regional Water Quality Control Board  
11020 Sun Center Drive, #200  
Rancho Cordova, CA 95670-6114

**RE:** Order R5-2013-0120, Waste Discharge Requirements General Order for Growers within the Tulare Lake Basin Area That are Members of a Third-Party Group

Dear Ms. Creedon:

The Tule Basin Water Quality Coalition (*TBWQC*) is submitting this Application for a Notice of Applicability (*NOA*) to become the third-party for representation of growers in the Tule Basin watershed of the Tulare Lake Basin. A map identifying the proposed boundary of the *TBWQC* is included as **Attachment A – *TBWQC* Boundary**. The Boundary covers the southern portion of Tulare County and a small portion of the Delano Earlimart Irrigation District that is within Kern County. The *TBWQC* is proposing to fulfill the requirements and conditions of the Waste Discharge Requirements General Order No. R5-2013-0120 (*General Order*) and the associated, Monitoring and Reporting Program, Order R5-2013-0120.

In 2003, the Southern San Joaquin Valley Water Quality Coalition (*SSJVWQC*) began representation of growers within the entire Tulare Lake Basin for implementation of General Order R5-2008-005 (*Waiver*). With the adoption of this General Order R5-2013-0120, the *TBWQC* was created to provide Third-Party representation of growers located only in the Tule Basin watershed of the Tulare Lake Basin.

The *TBWQC* was created as a special project of the Deer Creek and Tule River Authority (*DCTRA*). The *DCTRA* has been the member agency that participated in the *SSJVWQC* as the representative of the Tule River sub-watershed, and is familiar with the *Waiver* requirements for the surface water monitoring program previously implemented.

The *TBWQC* plans to carry out the third-party requirements as identified in the General Order, Section IV, Provisions, Item C. Requirements for the Third-Party Group. Following are brief responses identifying specifically how the *TBWQC* intends to manage, operate, and implement the General Order:

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**1. Provide the Central Valley Water Board documentation of its organizational or management structure. The documentation shall identify persons responsible for ensuring that program requirements are fulfilled. The documentation shall be made readily available to Members.**

The TBWQC has been established through the Deer Creek and Tule River Authority (DCTRA) as a Special Project. The DCTRA was formed as a Joint Powers Authority on 25 February 1994, amended on 17 November 2006, by member agencies: Lower Tule River Irrigation District, Porterville Irrigation District, Pixley Irrigation District, Saucelito Irrigation District, Terra Bella Irrigation District, Tea Pot Dome Water District, Stone Corral Irrigation District and Vandalia Water District for the purpose of more efficiently managing common water operations and issues (**Attachment B – DCTRA Memorandum of Understanding**). The Member agencies, except Stone Corral Irrigation District, created the Special Project Agreement for the TBWQC for governing the implementation of the Third-Party requirements of the General Order for growers within the boundary of the TBWQC that voluntarily join the Coalition (**Attachment C – DCTRA Special Project Agreement to form TBWQC**).

The governing board for all decisions pertaining to the actions of the TBWQC will consist of seven members, one from each member agency of the DCTRA.

The TBWQC agreement provides for an Advisory Committee (AC), consisting of seven members appointed by the DCTRA Board that includes three members from the DCTRA governing board (or their alternates), three members at-large, selected from among the grower participants (including participants who may be outside the DCTRA service area, and one technical advisor that has been retained to provide management and technical services to the TBWQC who shall act as the Chairman of the AC. The AC will meet monthly for discussion of the implementation requirements, financials, budgets, assessments and reports, and shall be responsible for ensuring that the program requirements are being fulfilled. The AC will provide recommendations to the DCTRA Board of Directors for approval of action items, such as authorizing contracts with consultants, determining assessments, paying bills, and adopting the annual budget.

The TBWQC formation documents will be available to each participant and posted on the website. If a grower would like to be involved in the Advisory Group, a nomination application may be submitted to the DCTRA Board for consideration of appointment.

The DCTRA Governing Board has not yet appointed the members of the AC, awaiting approval of the NOA by the Executive Officer. After approval, the AC members will be appointed by the DCTRA.

**2. Prepare annual summaries of expenditures of fees and revenue used to comply with this Order. The summaries shall be provided to or made readily available to Members.**

The TBWQC AC will prepare an annual budget for presentation to the DCTRA Governing Board for their consideration of approval each fiscal year. At each Board meeting, the previous month financial expenditures will be reviewed prior to payment. At the end of each year, a budget comparison will be prepared summarizing the actual expenses compared to the budget. The budget comparison will be made available to each participant at any time the information is requested and will be posted monthly on the website. The TBWQC plans to summarize the annual expenditures within the Annual Summary Report, which will be available to each grower participant at the end of each fiscal year.

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**3. If the third-party group receives a notice of violation (NOV) from the Central Valley Water Board, the third-party must provide to Members in the area addressed by the NOV appropriate information regarding the reason(s) for the violation. The notification must be provided to all Members within the area affected by the NOV within thirty (30) days of receiving the NOV from the board. The third-party group must provide confirmation to the board of each notification. A summary of all notices of violation received by the third-party group must be provided to all Members annually. The annual NOV summary may be part of a written or electronic communication to Members.**

The TBWQC agrees that it will mail or email correspondence to each grower participant within the area identified by the NOV within 30 days of receiving the NOV from the Regional Board. Further, a summary of all NOV notices received during the year will be included in the Annual Summary Report, which will be available to each grower participant at the end of each fiscal year.

**4. Develop and implement plans to track and evaluate the effectiveness of water quality management practices, pursuant to approved Surface Water Quality Management Plans and Groundwater Quality Management Plans.**

The TBWQC will prepare Management Plans for both surface water and groundwater as required by the General Order. Under the current waiver program, the Tule River Sub-watershed has an approved Management Plan which will be transferred to the TBWQC for continued implementation. The goal of the Surface Water Quality Management Plan (SQMP) is to focus on the identification of the potential sources of an exceedance, document management practices being implemented, targeted outreach and education of growers within areas having exceedances, and preparing an Annual Management Plan Progress Report.

The Groundwater Quality Management Plan (GQMP) strategy will be similar to the SQMP strategy where the TBWQC will focus on identifying potential sources of contamination, review management practices, and perform a targeted outreach and education program of growers within the areas of the groundwater exceedance.

**5. Provide timely and complete submittal of any plans or reports required by this Order.**

The TBWQC will be responsible for completing in a timely manner all plans and reports required by the General Order. The TBWQC will use technical consultants to assist with the required reports identified as follows:

- Surface Water Monitoring Plan
- Groundwater Quality Assessment Report
- Sediment and Erosion Assessment Report
- Groundwater Quality Trend Monitoring Workplan
- Management Practice Evaluation Workplan (potentially Group Option)
- Third Party Monitoring Reports
  - o Quarterly submittals of surface water quality monitoring results
  - o Annual groundwater quality monitoring results
  - o Surface water exceedance reports (*as needed*)
  - o Annual Monitoring Report
- Quality Assurance Project Plan
- Development of Management Plan(s) – as needed

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The TBWQC will provide each grower participant with a copy of the approved Farm Evaluation Template, Nitrogen Management Plan Template, Nitrogen Summary Report Template, and the Sediment and Erosion Control Plan Template and provide timelines and schedules to the growers for completion of the required forms.

**6. Conduct required water quality monitoring and assessments in conformance with quality assurance/quality control requirements and provide timely and complete submittal of any reports required by this Order.**

The TBWQC will consult with and retain a certified laboratory with experience in proper water quality sampling techniques to assist with collecting, analyzing and reporting both the surface water and groundwater quality samples and results. After the NOA has been issued, the TBWQC will prepare and submit a Request for Proposal to interested qualified laboratories that have adequate experience and meet the requirements of Appendix MRP-1 of the General Order. Collectively, the laboratory and the TBWQC will prepare the Quality Assurance Project Plan which will identify the quality assurance/quality control measures taken to meet the requirements of the General Order.

**7. Within 30 days of receiving an NOA from the Central Valley Water Board (as described in section VIII.A), inform Members of this Order's requirements by providing a notice of confirmation form to be completed by each Member.**

The TBWQC will create a Participation Application/Notice of Confirmation (NOC) form that will be transmitted within 30 days of receiving an NOA. The NOC form will be mailed to all participants currently enrolled with the Waiver as part of the Tule River Sub-watershed. A Participation Application will be mailed to the additional potential growers within the TBWQC boundary that are not covered under the Waiver. Potential participants will be identified from the County Assessment roll of those parcel owners with greater than 2.5 acres that are zoned for agriculture. The NOC form will include a participant agreement, a table within which the participant can identify parcel(s) owned with acreage, and a table to identify ownership, operator, and responsible parties with contact information. As a separate document, included with the Participation Application/NOC form, there will be a fact sheet identifying the Grower Requirements as a participant of the Third-Party. The website of the TBWQC will be identified on the NOC as a resource for additional information on the General Order, Third-Party contact information, and identification of the website location to download a copy of the General Order.

**8. Conduct education and outreach activities to inform Members of program requirements and water quality problems, including exceedances of water quality objectives or degradation of water quality, identified by the third-party or Central Valley Water Board. The third-party shall:**

- a. Maintain attendance lists for outreach events, provide Members with information on water quality management practices that will address water quality problems and minimize the discharge of wastes from irrigated lands, and provide informational materials on potential environmental impacts of water quality management practices to the extent known by the third-party group.**

The TBWQC will host education and outreach events for participants for annual participant meetings, during which information on water quality management practices and current

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environmentally impacted areas within the TBWQC boundary will be discussed and presented. In addition, the TBWQC will work with commodity groups, the County Agricultural Commissioner, and the University of California Extension Service, in hosting joint meetings for Participants to discuss more specific on-farm management practices. The TBWQC will document participant attendance at each meeting.

The TBWQC conducted an initial grower workshop 28 August 2013, mailed 2,000 notices to growers in the TBWQC boundary, of which of about 200 attended. A record of attendance was obtained. See Attachment D.

- b. *Provide an annual summary of education and outreach activities to the Central Valley Water Board. The annual summary shall include copies of the educational and management practice information provided to the growers. The annual summary must report the total number of growers who attended the outreach events and describe how growers could obtain copies of the materials presented at these events.*

The TBWQC will provide the information presented in the participant meetings to the Regional Water Board along with the participant attendance list in the Annual Summary Report. In addition, any information from a Third-Party participant meeting will be available to all participants on the website, including meeting agendas, schedule for upcoming meetings, handouts, presentations, and data.

**9. *Work cooperatively with the Central Valley Water Board to ensure, to the best of the third party's ability, that all Members are providing required information and taking necessary steps to address exceedances or degradation identified by the third-party or board. As part of the Membership List submittal, identify the growers known by the third-party who have:***

- (1) failed to implement improved water quality management practices within the timeframe specified by an applicable SQMP/GQMP;***
- (2) failed to respond to an information request from the third-party associated with any applicable SQMP/GQMP or other provisions of this Order;***
- (3) failed to participate as requested in third-party studies for which the third-party is the lead;***
- (4) failed to provide confirmation of participation in an outreach event (per section IV.B.4 of this Order); or***
- (5) otherwise failed to submit required fees to maintain good standing of their membership in the third-party group.***

On an annual basis, the TBWQC plans to send a form to each participant to allow the participant to obtain updated information and to identify the annual assessment due. As part of completing the form, the participant will be requested to provide confirmation of implementing the grower requirements. Those participants that do not comply with the grower requirements will be notified and if no further action is taken by the participant, the TBWQC will then notify the Regional Board. If the participant becomes non-responsive, the participant will be removed from the TBWQC records and will be required to file for an Individual WDR. The TBWQC plans to establish a database of participant information, which will include columns for Items 1 – 5 above to help track participants in good standing. Additionally, the grower requirements along with forms, studies, schedules for outreach, agendas for upcoming meetings, and handouts will be available on the website.

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**10. Ensure that any activities conducted on behalf of the third-party by other groups meet the requirements of this Order. The third-party is responsible for any activities conducted on its behalf.**

The TBWQC will retain qualified technical consultants and laboratories to help assist with the implementation of the General Order. The TBWQC will maintain full control and oversight of consultants utilized during the implementation. The TBWQC accepts full responsibility for all information submitted to the Regional Water Board.

**11. Collect any fees from Members required by the State Water Board pursuant to the fee schedule contained in Title 23 CCR. Such fees shall then be submitted to the State Water Board. The fees invoiced by the State Water Board will be based on the Membership List submitted by the third-party group. The third-party group is responsible for ensuring the Members identified in the Membership List have provided their required portion of the State Water Board Fees.**

The TBWQC will assess the participants on an annual basis, during June of each year. Those participants that pay the assessment and voluntarily continue to be a participant in the TBWQC will be identified as active participants on the Annual participation list provided to the State Water Board. Within the assessment paid by each participant will be a portion allocated for the State Water Board Fee.

Upon receipt of the NOA from the Executive Officer, the TBWQC will begin implementation of the General Order in conformance with the schedule and requirements identified in the General Order. Please advise if additional information is required.

Respectfully submitted,



Chairman  
Tule Basin Water Quality Coalition

Cc: Joe Karkoski – ILRP Program Manager, RWQCB Rancho Cordova Office  
Clay Rodgers – Assistant Executive Officer, RWQCB Fresno Office

Encl: Attachment A – Proposed Tule Basin Water Quality Coalition Boundary  
Attachment B – Deer Creek & Tule River Authority Joint Power Agreement  
Attachment C – DCTRA Project Agreement for the Tule Basin Water Quality Coalition  
Attachment D – Initial Grower Workshop, Record of Attendance

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**ATTACHMENT A – PROPOSED TULE BASIN WATER QUALITY  
COALITION BOUNDARY**

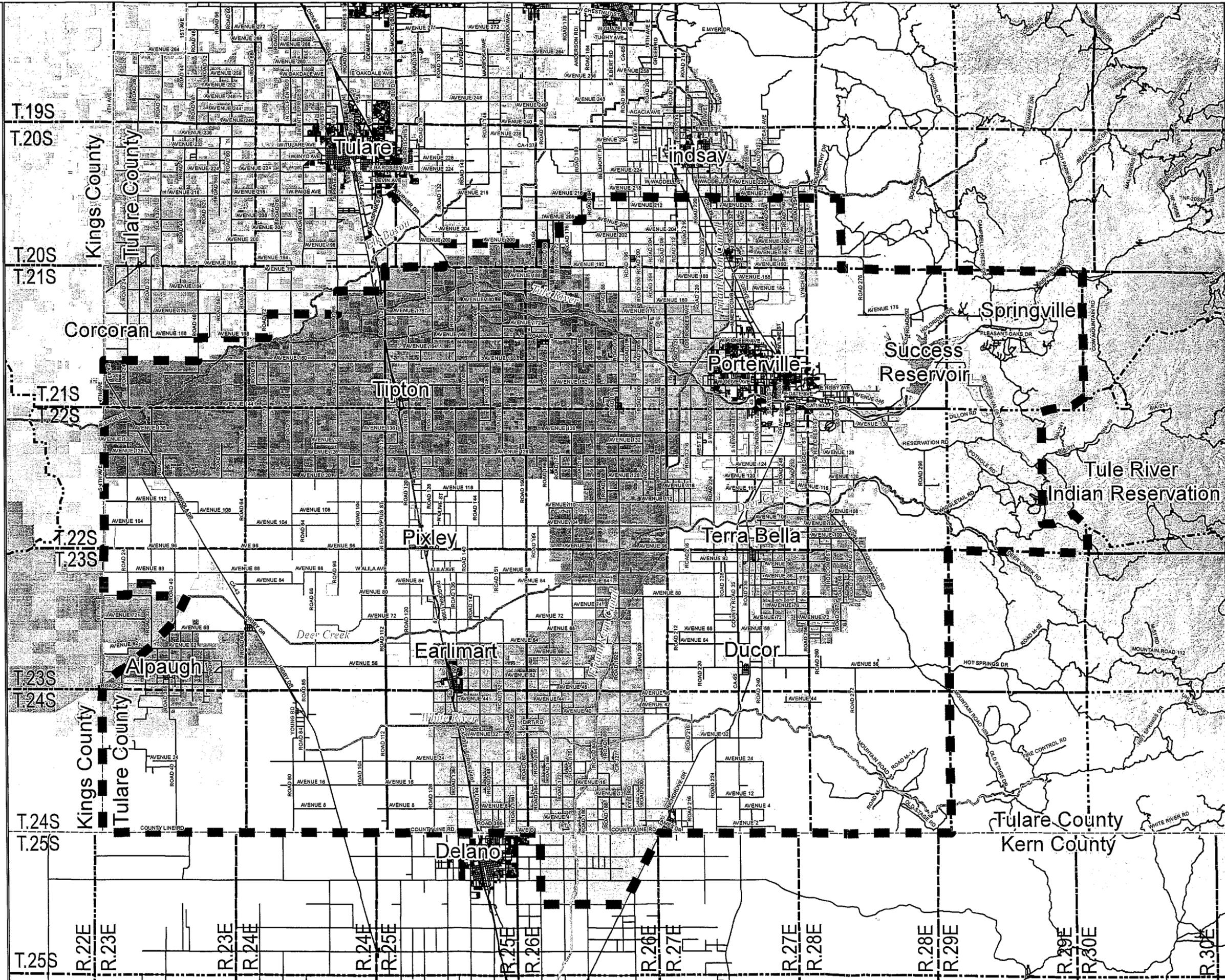
# Attachment A Proposed Boundary Tule Basin Water Quality Coalition

## Legend

-  Tulare\_ID
-  TBWQC Boundary (599,878.9 Ac.)
-  Friant Kern
-  White River
-  Tule River
-  Elk Bayou
-  Lewis Creek
-  Deer Creek
-  VANDALIA I.D.
-  TULARE LAKE BASIN W.S.D.
-  TERRA BELLA I.D.
-  TEA POT DOME W.D.
-  SAUCELITO I.D.
-  RANCHO TERRA BELLA
-  RAG GULCH W.D.
-  PORTERVILLE I.D.
-  PIXLEY I.D.
-  Lower Tule Independent Ditch Company
-  LOWER TULE RIVER I.D.
-  LINDSAY-STRATHMORE I.D.
-  LINDMORE I.D.
-  KERN-TULARE W.D.
-  Hope W.D.
-  DELANO-EARLIMART I.D.
-  ATWELL ISLAND W.D.
-  ANGIOLA W.D.
-  ALPAUGH I.D.
-  County Boundary
-  Townships
-  Streets



1 inch = 4 miles



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**ATTACHMENT B – DEER CREEK AND TULE RIVER AUTHORITY  
MEMORANDUM OF UNDERSTANDING**

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**JOINT POWERS AGREEMENT**  
**DEER CREEK AND TULE RIVER AUTHORITY**

This Agreement is made and entered into as of the 25th day of February, 1994 by between the Lower Tule River Irrigation District, the Pixley Irrigation District, the Porterville Irrigation District, the Saucelito Irrigation District and the Terra Bella Irrigation District. The members are identified in Exhibit "A" attached hereto and incorporated herein by reference. Exhibit "A" shall be periodically modified to reflect changes in membership.

Said Districts are herein collectively referred to as the parties, member entities or members. Such terms shall exclude any parties that withdraw from this Agreement pursuant to the provisions hereof.

**R E C I T A L S**

Each of the parties hereto is a California Irrigation District duly organized and existing under Division 11 of the California Water Code (commencing at Section 20500). Each party has broad powers which are specified in Section 2.02 herein to acquire, store, distribute, use, manage, protect and enhance water supplies among other things, and desires to exercise such powers in common with the other parties hereto.

The parties have concluded that the joint exercise of their powers will result in more efficient operation and management of their activities including, but not limited to, conservation, distribution and utilization of their water supply for their mutual benefit.

1 Each of the parties is authorized to contract with each other  
2 for the joint exercise of any common power under Article 1, Chapter  
3 5, Division 7, Title 1 of the Government Code (commencing with  
4 Section 6500) (Hereinafter referred to as "Joint Powers Act").

5 NOWHEREFORE, in consideration of the mutual promises,  
6 covenants and conditions hereinafter set forth it is agreed by and  
7 among the parties as follows:

8 ARTICLE 1 - DEFINITIONS

9 As used in this Agreement, unless the context requires  
10 otherwise, the meaning of the terms hereinafter set forth shall be  
11 as follows:

12 (a) "Advisory Committee" shall mean the advisory body of the  
13 Authority created by Section 3.02 of this Agreement, consisting of  
14 representatives from the member entities.

15 (b) "Associate Members" shall mean those entities that the  
16 Board of Directors may from time to time allow to associate with  
17 the Authority and shall include but not be limited to mutual water  
18 companies, public utility or other non-public entities which have  
19 the Authority to exercise all or a substantial portion of the  
20 powers set forth in this Agreement. The terms and conditions of  
21 such associate membership shall be set forth in agreement between  
22 the Authority and the associate member.

23 (c) "Authority" and "DCTRA" shall mean the Deer Creek and  
24 Tule River Authority, being the separate entity created by this  
25 Agreement.

26 (d) "Board of Directors" or "Board" shall mean the governing  
27 body of the Authority as established by Section 3.01 of this  
28 Agreement.

1 (e) "Budget" means the approved budget applicable to the  
2 expenses of the Authority.

3 (f) "Facility" or "Facilities" means any works financed,  
4 constructed, acquired, repaired, rehabilitated, operated or  
5 maintained by the Authority, including without limitation dams,  
6 water courses, drainage works, conduits, ditches, canals,  
7 reservoirs, tanks, pumping plants, treatment plants, buildings, and  
8 other structures utilized for the diversion, pumping, conveyance,  
9 control, storage, groundwater recharge, treatment, management,  
10 drainage and delivery of waters for the beneficial use of the  
11 parties.

12 (g) "Fiscal Year" shall mean that period of twelve months  
13 which is established as the fiscal year of the Authority pursuant  
14 to Section 4.01 of this Agreement.

15 (h) "Members" shall mean those members of the Authority  
16 identified as parties hereto, including any parties which shall  
17 hereafter become members by the unanimous consent of the then  
18 existing members in accordance with the terms and provisions of  
19 this Agreement.

20 (i) "Participant" means any member who elects to participate  
21 in a Project Agreement created pursuant to the provisions of  
22 Section 5.02 of this Agreement.

23 (j) "Project Agreement" means an agreement between and among  
24 the Authority and any of its members or other entities including  
25 associate members to provide for undertaking and sharing in the  
26 costs and benefits of any authorized activity of the Authority  
27 including those involving the acquisition of capital facilities  
28 and/or the issuance of debt.

1           ARTICLE 2, CREATION OF THE DEER CREEK AND TULE RIVER AUTHORITY

2           Section 2.01 Creation.     There is hereby created a public  
3 entity to be known as the "Deer Creek and Tule River Authority".  
4 The Authority is formed by this Agreement pursuant to the  
5 provisions of the JPA Act. The Authority shall be a public entity  
6 separate from the members hereto.

7           Section 2.02 Purpose of the Agreement.   Each member hereto has  
8 the power in common with one another, as defined by Division 11 of  
9 the California Water Code commencing at Section 20500 (Hereinafter  
10 referred to as "Division 11"), to: 1) acquire, manage, protect and  
11 enhance water supplies and rights; 2) contract with public agencies  
12 and private entities for the purchase and delivery of water; and 3)  
13 finance, acquire, construct, operate, and maintain facilities  
14 necessary for the conservation, distribution or utilization of  
15 water for the benefit of lands within the boundaries of each  
16 District. The purpose of this Agreement is to jointly exercise  
17 some or all of the foregoing common powers, as appropriate, and for  
18 the exercise of such additional powers as may be authorized by  
19 Division 11 in the manner hereafter set forth.

20           Section 2.03 Boundaries of the Authority.   The geographic  
21 boundaries of the Authority shall be coextensive with those of the  
22 members.

23           Section 2.04 Term.   This Agreement shall be effective as of  
24 February 25, 1994 upon all the parties hereto which shall have  
25 executed this Agreement. This Agreement shall remain in effect  
26 until terminated by mutual agreement of all the parties hereto.  
27 Notwithstanding any other provision herein, this Agreement shall  
28 remain in effect and shall be binding upon the parties hereto and

1 upon all subsequent parties joined herein for such a period as the  
2 Authority desires to operate and maintain the facilities or  
3 programs herein identified. The foregoing provisions shall not  
4 apply, however, to any party which withdraws or is terminated  
5 from its participation in the Authority in accordance with this  
6 Agreement.

7 Section 2.05 Powers. The Authority shall have the power in  
8 its own name to exercise any of the powers authorized by the JPA  
9 Act or Division 11 including, but not limited to, any of the  
10 following:

11 (a) To exercise the common powers of its members to finance,  
12 develop, operate and maintain facilities;

13 (b) To exercise the common powers of its members in studying,  
14 planning and implementing ways and means to provide reasonable and  
15 financially feasible programs and plans of operation for  
16 acquisition and delivery of water supplies for beneficial use  
17 within the boundaries of the members;

18 (c) To exercise the common powers of its members to develop,  
19 collect, provide and disseminate to the members, and others,  
20 including but not limited to legislative, administrative and  
21 judicial bodies as well as the public, information on water  
22 development, conservation, distribution, utilization and drainage  
23 and problems incidental thereto affecting the members, to preserve  
24 and protect the contractual rights of the members and to take such  
25 other actions as are incidental, necessary and convenient to such  
26 purposes;

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1 (d) To exercise the common powers of its members with respect  
2 to the management and protection of surface and groundwater  
3 supplies within the boundaries of the Authority;

4 (e) To make and enter into contracts necessary to the full  
5 exercise of its powers;

6 (f) To contract for the services of engineers, attorneys,  
7 planners, financial consultants, and separate and apart therefrom,  
8 to employ such other persons as it deems necessary;

9 (g) To acquire, construct, manage, maintain, operate and  
10 replace any facility;

11 (h) To enter into agreements with any public agencies or  
12 private entities for the provision of all or a portion of the local  
13 contribution which may be required for the construction, operation  
14 or maintenance of any facilities;

15 (i) To acquire, by eminent domain or otherwise, and to hold  
16 and dispose of property necessary to the full exercise of its  
17 powers;

18 (j) To incur debts, liabilities or obligations subject to  
19 limitations herein set forth;

20 (k) To issue bonds, notes and other indebtedness, and to  
21 enter into leases, installment sale and installment purchase  
22 contracts, all as hereinafter provided;

23 (l) To sue and be sued in its own name;

24 (m) To apply for, accept and receive state, federal or local  
25 licenses, permits, grants, loans or other aid from any agency of  
26 the United States of America, the State of California or other  
27 public or private entities necessary for the Authorities full  
28 exercise of its powers;

1 (n) To perform all acts necessary or proper to carry out  
2 fully the purposes of this Agreement.

3 ARTICLE 3 - ORGANIZATION

4 Section 3.01 Governing Body. The Authority shall be governed  
5 by a Board of Directors which is hereby established and which shall  
6 be composed of one representative of each of the parties. Each  
7 representative shall be selected and designated in writing from  
8 time to time by the governing body of the respective member from  
9 among the member's governing body.

10 Each party, in addition to appointing its member to the Board,  
11 shall appoint at least one alternate who shall be a director,  
12 officer or employee of that party. The role of each alternate  
13 director shall be to assume the duties of the director appointed by  
14 the member entity, in case of the absence or unavailability of such  
15 director. The directors and alternates shall continue to serve  
16 until their respective successors are appointed.

17 Section 3.02 Advisory Committee. There shall be an advisory  
18 body known as the "Deer Creek and Tule River Authority Advisory  
19 Committee" which shall consist of one representative and an  
20 alternate from each of the member entities, and who shall be  
21 designated in writing from time to time by the respective governing  
22 body of each such member entity. The Advisory Committee shall be  
23 responsible to the Board and the Board shall be empowered to  
24 delegate to the Advisory Committee certain functions for the  
25 purpose of program development, policy formulation and program  
26 implementation; provided, however, that any portion of the budget  
27 to be expended by the Advisory Committee shall be approved by the  
28 Board. Advisory Committee members and alternates need not be

1 elected representatives of their respective member agencies.  
2 Advisory Committee members may also serve as alternates to the  
3 Board of Directors of the Authority.

4 Section 3.03 Meetings. The Board shall meet monthly, or at  
5 such other intervals determined by the Board, at the Authority's  
6 principal office or at such other place as may be designated by the  
7 Board. The time and place of regular meetings of the Board shall  
8 be determined by resolution adopted by the Board; a copy of such  
9 resolution shall be furnished to each member. Regular, adjourned  
10 and special meetings shall be called and held in the manners  
11 provided in Chapter 9, Division 2, Title 5 of the Government Code  
12 of the State of California, the "Brown Act" (commencing at Section  
13 54950).

14 The Advisory Committee shall meet monthly, or at such other  
15 intervals determined by the Advisory Committee, at the Authority's  
16 principal office or at such other locations determined by the  
17 Advisory Committee. The date upon which, and the hour and place at  
18 which each such meeting shall be held shall be fixed by resolution  
19 of the Advisory Committee.

20 Section 3.04 Officers and Staff. (a) The officers of the  
21 Authority shall consist of (1) a Chairperson, (2) a Vice  
22 Chairperson, (3) a Secretary, and (4) a Treasurer.

23 (b) The Chairperson and Vice Chairperson shall be elected by  
24 a majority vote of the Board of Directors from among its members.  
25 The Chairperson shall be the presiding officer at all Board  
26 meetings, and the Vice Chairperson shall serve in the absence of  
27 the Chairperson. The Chairperson and the Vice Chairperson shall  
28 have the right to vote on all matters coming before the Board. In

1 the case of a tie vote of the Board on any matter coming before the  
2 Board, the vote shall be deemed to have failed.

3 (c) The Secretary shall be appointed by a majority vote of  
4 the Board of Directors and may be, but is not required to be, a  
5 director. The Secretary shall be responsible for keeping the  
6 minutes of all meetings of the Board and all of the official  
7 records of the Authority.

8 (d) Consistent with Sections 6505.5 and 6505.6 of the JPA Act  
9 the Board by majority vote shall appoint a Treasurer of the  
10 Authority. The Treasurer shall fulfill all functions specified in  
11 Section 6505.5 of the JPA Act including serving as a depository and  
12 custodian of funds and money of the Authority. The Treasurer shall  
13 be bonded in accordance with Government Code Section 6505.1, and  
14 shall draw all warrants and pay demands against the Authority  
15 approved by the Board. The Treasurer shall be responsible for  
16 conducting all audits required by Government Code Section 6505.

17 (e) The Treasurer shall serve at the pleasure of the Board.  
18 The Chairperson, Vice Chairperson, and Secretary shall hold office  
19 for a period of one year commencing the first meeting of each  
20 fiscal year. An office shall be declared vacant if the person  
21 serving dies or resigns, or if otherwise becomes ineligible if the  
22 member represented by the director withdraws from the Agreement  
23 pursuant to any of the provisions hereof. The remaining Board  
24 shall select a successor officer to serve the balance of the  
25 department officer's term. The public officer or officers or  
26 persons who have charge of any funds or securities of the Authority  
27 shall be bonded and the amount of their bond shall be designated in  
28 the applicable budget and thus fixed.

1 (f) All of the privileges and immunities from liability,  
2 exemptions from laws, ordinances and rules which apply to the  
3 activity of officers, agents or employees of any of the members  
4 when performing their respective functions shall apply to them to  
5 the same degree and extent while engaged in the performance of any  
6 of the functions or other duties under this agreement. None of the  
7 officers, agents or employees appointed by the Board shall be  
8 deemed by reason of their employment by the Board to be employed by  
9 any of the members or by reason of their employment by the Board to  
10 be subject to any of the requirements of such members.

11 (g) The Board shall have the power to contract for services of  
12 engineers, attorneys, planners, financial consultants, and separate  
13 and apart therefrom, to employ such other persons as it deems  
14 necessary.

15 Section 3.05 Seal and Bylaws. At the first meeting of the  
16 Board of Directors following the execution of the Agreement, or as  
17 soon thereafter as practical, the Board shall adopt an official  
18 seal for the Authority and adopt such bylaws as it may deem  
19 necessary to regulate the affairs of the Authority in accordance  
20 with this Agreement. The bylaws may be amended from time to time  
21 by the Board as it may deem necessary.

22 Section 3.06 Quorum Voting. Directors representing at least  
23 a majority of the Board of Directors shall constitute a Quorum for  
24 the purpose of transacting the Authority's business. Except as  
25 otherwise provided herein (Section 7.06) or by law, the vote of a  
26 majority of all the directors present shall be required for the  
27 Authority to take action, except that the following matters coming

28 ////

1 before the Board of Directors of the Authority shall require a vote  
2 of the directors representing two-thirds (2/3) of the members:

3 (i) The entry by the Authority into an agreement obligating  
4 the Authority in the amount of Fifty Thousand Dollars  
5 (\$50,000) or more during the term of said agreement;

6 (ii) The acquisition of real or personal property by the  
7 Authority at a cost to the Authority of an amount of Fifty  
8 Thousand (\$50,000) or more;

9 (iii) The incurrence of indebtedness by the Authority in an  
10 amount of Fifty Thousand Dollars (\$50,000) or more;

11 (iv) The acquisition of property by the Authority by eminent  
12 domain under applicable laws, rules and regulations affecting  
13 the Authority;

14 (v) The commencement, prosecution or defense of any  
15 litigation by the Authority;

16 (vi) The issuance of any bonds by the Authority under  
17 applicable laws, rules and regulations;

18 (vii) The adoption or amendment of any budget of the  
19 Authority; and

20 (viii) The adoption or amendment of any bylaws of the  
21 Authority.

22 Section 3.07 Participation Percentages. Each of the  
23 member entities agree to participation percentages in the Authority  
24 as identified in Exhibit "B" which may be modified from time to  
25 time to reflect the addition or deletion of members in the  
26 Authority or other changes in participation percentages. Exhibit  
27 "B" is attached hereto and incorporated herein by this reference.

28 ////



1 (b) All fees, costs and expenses incurred by the Authority  
2 arising from the particular project agreement shall be allocated to  
3 the participants signatory to the project agreement in accordance  
4 with the terms and conditions set forth in such agreement.

5 (c) If no provision has been made for the payment by a member  
6 of the allocated contribution within sixty (60) days of the billing  
7 date, that party shall be subject to termination. Any party  
8 failing to provide adequately for participation within the sixty  
9 (60) day period shall be given notice of termination. If the  
10 provision is not made for appropriate payment within ninety (90)  
11 days of the mailing of Notice of Termination, the interest of that  
12 party shall be terminated. A terminated party shall have no  
13 further participation in the Authority. The terminated member  
14 shall not be relieved from any obligations arising from any  
15 contracts, resolutions, indentures or other obligations of the  
16 Authority then in effect without the express consent of the  
17 remaining members of the Authority.

#### 18 ARTICLE 5 - PROJECTS

19 Section 5.01 Projects. Subject to paragraph 4.02 hereof, the  
20 Authority's projects are intended to consist of those programs and  
21 facilities necessary to implement the powers and purposes  
22 articulated in Section 2.02 herein. The Authority may undertake  
23 the acquisition of additional water supply, the development,  
24 implementation, design, construction and rehabilitation of, and  
25 acquisition of funding for all or any portion of such projects on  
26 its own or in conjunction and cooperation with any other public  
27 agency or private entity. The Authority may also undertake such  
28 other projects as are consistent with the purposes set forth in

1 this Agreement. Each project undertaken shall constitute an  
2 independent enterprise and member participation shall be defined in  
3 a project agreement adopted pursuant to the provisions of Section  
4 5.02 hereof.

5 Section 5.02 Project Agreement. The members electing to  
6 participate in any Authority project approved by the Board shall  
7 enter into a project agreement. Thereafter, all assets, rights,  
8 benefits and obligations attributable to the project shall be  
9 assets, rights, benefits and obligations of those members which  
10 have entered into the project agreement. Any debts, liabilities,  
11 obligations or indebtedness incurred by the Authority in regard to  
12 a particular project shall be the debts, liabilities, obligations  
13 or indebtedness of the members who have executed the respective  
14 project agreement with respect thereto and in accordance with terms  
15 of such project agreement and shall not be the debts, liabilities,  
16 obligations and indebtedness of those members who have not executed  
17 a project agreement with respect thereto.

18 **ARTICLE 6 - PLANNING**

19 Section 6.02 Planning Policy. In keeping with the purposes of  
20 this Agreement, the members hereby authorize and direct the Board  
21 to undertake and participate in such studies and planning as are  
22 necessary to provide for the purposes set forth in this Agreement.  
23 The studies and planning shall consider the financial methods for  
24 funding such proposals, as well as the allocation of costs among  
25 the parties.

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28 ////

1                                   ARTICLE 7 - RELATIONSHIP OF THE AUTHORITY  
2   AND ITS MEMBERS ENTITIES

3           Section 7.01 Separate Entity Property. In accordance with  
4 California Government Code Section 6506 and 6507, the Authority  
5 shall be a public entity separate from the parties to this  
6 Agreement. Unless, and to the extent otherwise agreed herein, the  
7 debts, liabilities and obligations of the Authority shall not be  
8 debts, liabilities or obligations of the member entities. The  
9 Authority shall own and hold title to all funds, property and works  
10 acquired by it during the term of this Agreement.

11           Section 7.02 Additional Parties. Additional members may join  
12 in this Agreement and become member entities upon the unanimous  
13 consent of the then existing members. Any terms and conditions of  
14 such joinder shall be set forth as an exhibit to this agreement and  
15 shall be signed by all of the members. Any such terms and  
16 conditions shall be consistent with any contracts, resolutions or  
17 indentures of the Authority then in effect.

18           Section 7.03 Termination of a Member Entity's Participation in  
19 the Authority. Notwithstanding anything herein to the contrary, any  
20 member entity may withdraw from this Agreement by giving written  
21 notice of its election to do so, which notice shall be given to the  
22 Board of Directors and to each of the other parties; provided, that  
23 such withdrawal shall not in any way relieve the withdrawing member  
24 from any obligations of the Authority then in effect without the  
25 express consent of the remaining members of the Authority. In the  
26 event of a disagreement between the Authority and the withdrawing  
27 party as to whether such withdrawal will relieve the withdrawing  
28 member of any liability arising from any contracts, resolutions,

1 indentures or other obligations of the Authority, the determination  
2 by the remaining members shall be conclusive.

3 In the event a member withdraws from the Authority in  
4 accordance with the terms and conditions hereof, such general  
5 member shall not receive a refund of any amounts advanced to the  
6 Authority by such member prior to the date of its withdrawal.

7 Section 7.04 Disposition of Property Upon Determination by  
8 Board of Surplus.

9 (a) Upon termination of this Agreement or upon the  
10 determination by the Board that any surplus money is on hand, such  
11 surplus money shall be returned to the then member entities of the  
12 Authority in proportion to their participation percentages. The  
13 Board of Directors shall first offer any properties, works, rights  
14 and interest of the Authority for sale to the member entities. If  
15 no such sale is consummated, then the Board of Directors shall  
16 offer the properties, works, rights and interest of the Authority  
17 for sale to any governmental agency, private entity or persons for  
18 good and adequate consideration. The new proceeds from any sale  
19 shall be distributed among the member entities in proportion to  
20 their participation percentages.

21 (b) If no such sale is consummated, then all of the  
22 properties, works, rights and interests of the Authority shall be  
23 allocated to the members in the same manner as the allocation of  
24 the net proceeds from the sale.

25 Section 7.05 Agreed Upon Share of Liability or Judgment for  
26 Damages. The parties to this Agreement do not intend hereby to be  
27 obligated either jointly or severally for the debts, liabilities or  
28 obligations of the Authority, except as may be specifically



1 attempt to assign or delegate such rights or duties in  
2 contravention of this Agreement shall be null and void. Any  
3 approved assignment or delegation shall be consistent with the  
4 terms of any contracts, resolutions, indemnities and other  
5 obligations of the Authority then in effect. This Agreement shall  
6 inure to the benefit of, and be binding upon the successors and  
7 assigns of the members hereto.

8 Section 8.04 Notices. Notices authorized or required to be  
9 given pursuant to this Agreement shall be in writing and shall be  
10 deemed to have been given when mailed, postage prepaid, or  
11 delivered during working hours to the following addresses or to  
12 such changed addresses as are communicated to the Authority and its  
13 member entities in writing;

14 Lower Tule River Irrigation District, P. O. Box 4388, 16563  
15 Road 168, Woodville, California 93258;

16 Pixley Irrigation District, P. O. Box 477, 232 East Davis,  
17 Pixley, California 93256;

18 Porterville Irrigation District, P. O. Box 1248, 22086 Avenue  
19 160, Porterville, California 93258;

20 Saucelito Irrigation District, P. O. Box 3858, Poplar,  
21 California 93258; and

22 Terra Bella Irrigation District, 24790 Avenue 95, Terra Bella,  
23 California 93270;

24 These addresses for official notices and any modifications  
25 thereto shall be listed in Exhibit A hereto and incorporated herein  
26 by this reference.

27 Section 8.06 Counterparts. This Agreement may be executed  
28 by the members in separate counterparts, each of which when so

1 executed and delivered shall be an original. All such counterparts  
2 shall together form one and the same instrument.

3 Section 8.07 Choice of Law. This Agreement shall be governed  
4 by the laws of the State of California.

5 Section 8.08 Headings. The titles of paragraphs or articles  
6 of this Agreement are for convenience only, and no presumption or  
7 implication of the intent of the parties as to the construction of  
8 the Agreement shall be drawn therefrom.

9 IN WITNESS WHEREOF, the members have caused this Agreement to  
10 be executed as of the day and year first above written.

11

12 LOWER TULE RIVER  
13 IRRIGATION DISTRICT

14 *Robert B. Brown* 2/25/94  
15 DATE

16 *Roger W. Robb* 2/25/94  
17 DATE

18 PIXLEY IRRIGATION DISTRICT

19 *Joe Gustafson* 2/25/94  
20 DATE

21 *Roger W. Robb* 2/25/94  
22 DATE

23 PORTERVILLE IRRIGATION  
24 DISTRICT

25 *Guido Lombardi* 2-25-94  
26 DATE

27 *David L. Hoff* Feb. 25, 1994  
28 DATE

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SAUCELITO IRRIGATION  
DISTRICT

Frank Long

2/25/94  
DATE

James A. Clark

2/25/94  
DATE

TERRA BELLA IRRIGATION  
DISTRICT

Edwin J. Keston

2/25/94  
DATE

Frank Long

2-25-94  
DATE

WP60\28.5\JOINTPOW.AGR

EXHIBIT A  
MEMBERS OF THE AUTHORITY

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Lower Tule River Irrigation District  
P. O. Box 4388  
16563 Road 168  
Woodville, CA 93258

Pixley Irrigation District  
P. O. Box 477  
232 E. Davis  
Pixley, CA 93256

Porterville Irrigation District  
P. O. Box 1248  
22086 Avenue 160  
Porterville, CA 93258

Saucelito Irrigation District  
P. O. Box 3858  
Poplar, CA 93258  
20712 Avenue 120  
Porterville, CA 93257

Terra Bella Irrigation District  
24790 Avenue 95  
Terra Bella, CA 93270

**EXHIBIT B  
PARTICIPATION PERCENTAGES**

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|--------------------------------------|--------|
| Lower Tule River Irrigation District | 48.16% |
| Pixley Irrigation District           | 19.43% |
| Porterville Irrigation District      | 11.18% |
| Saucelito Irrigation District        | 11.64% |
| Terra Bella Irrigation District      | 9.59%  |

RESOLUTION  
NO. 94-2-2

WHEREAS, the Board of Directors of the LOWER TULE RIVER IRRIGATION DISTRICT have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of LOWER TULE RIVER IRRIGATION DISTRICT as follows:

1. That said Board finds and determines that it would be in the best interests of this District to participate in the Deer Creek and Tule River Authority; and
2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of LOWER TULE RIVER IRRIGATION DISTRICT.
3. That said Board hereby appoints the following as initial representatives of the District to the Deer Creek and Tule River Authority:

|               |                    |
|---------------|--------------------|
| BEN SERAFIN   | DIRECTOR           |
| DON MACMILLAN | ALTERNATE DIRECTOR |
| ROGER W. ROBB | ADVISORY COMMITTEE |

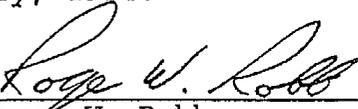
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C E R T I F I C A T I O N

I, Roger W. Robb, the duly qualified Assistant Secretary of the LOWER TULE RIVER IRRIGATION DISTRICT, do hereby certify that the foregoing is a full, true and correct copy of a motion adopted at a Regular Meeting of the Board of Directors duly held on the 8th day of February, 1994 of which meeting all members of said Board of Directors had due notice.

I hereby further certify that the same resolution has not been modified or amended in any way, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the official seal of the LOWER TULE RIVER IRRIGATION DISTRICT this 8th day of February, 1994.

  
\_\_\_\_\_  
Roger W. Robb

BEFORE THE BOARD OF THE  
PORTERVILLE IRRIGATION DISTRICT

RESOLUTION 94-2

WHEREAS, the Board of Directors of the Porterville Irrigation District (the "District") have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

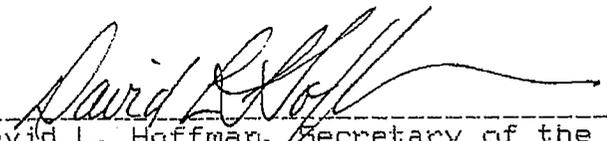
NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the District as follows:

1. That said Board finds and determines that it would be in the best interest of the District to participate in the Deer Creek and Tule River Authority; and
2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of the District.

CERTIFICATION OF ADOPTION

I, DAVID L. HOFFMAN, do hereby certify that I am the duly appointed, qualified and acting Secretary of the Porterville Irrigation District, and that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of said District duly and regularly held on the 8th of February, 1994, at which meeting a quorum of said Board of Directors was present and acting; that said Resolution has never been modified, amended or revoked in whole or in part, and remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and the seal of said District this 8th day of February, 1994.

  
-----  
David L. Hoffman, Secretary of the  
Porterville Irrigation District

RESOLUTION  
NO. 94-2-1

WHEREAS, the Board of Directors of the Pixley Irrigation District have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pixley Irrigation District as follows:

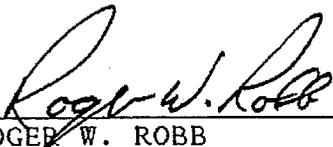
1. That said Board finds and determines that it would be in the best interest of this District to participate in the Deer Creek and Tule River Authority; and
2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of Pixley Irrigation District.

CERTIFICATION

I, ROGER W. ROBB, the duly qualified and acting Secretary of PIXLEY IRRIGATION DISTRICT, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a regular meeting of the Board of Directors duly held at the regular meeting place thereof on the 3rd day of February, 1994, of which meeting all of the members of said Board of Directors had due notice.

I hereby further certify that the said Resolution has not been modified or amended in any way, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of PIXLEY IRRIGATION DISTRICT, this 25th day of February 1994.

  
\_\_\_\_\_  
ROGER W. ROBB

# TERRA BELLA IRRIGATION DISTRICT

24790 AVENUE 95 • TERRA BELLA, CALIFORNIA 93270 • (209) 535-4414

President  
EDWIN L. WHEATON  
Vice President  
JEFFREY C. BEER  
Manager  
JOHN E. BOUDREAU  
Secretary Assesor-Collector-Treasurer  
ERNEST W. TAYLOR  
Assistant Manager  
COURTLAND H. SMITH  
Consulting Engineer  
DENNIS R. KELLER P.E.  
Legal Counsel  
JEFFREY A. MEITH

DIRECTORS  
Division 1  
JEFFREY C. BEER  
Division 2  
GARY K. SCHULTZ  
Division 3  
EDWIN L. WHEATON  
Division 4  
GLEN R. FOWLER  
Division 5  
CARL S. RAMOS  
Secretary of Board  
ERNEST W. TAYLOR

RESOLUTION NO. 94-3

RESOLUTION RE: Deer Creek and Tule River

Authority

WHEREAS, the Board of Directors of the Terra Bella Irrigation District have met this day in regular session, and

WHEREAS, the Board of Directors of the Terra Bella Irrigation District have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority; now, therefore;

LET IT BE RESOLVED: by the Board of Directors of the Terra Bella Irrigation District as follows:

1. That said Board finds and determines that it would be in the best interest of this District to participate in the Deer Creek and Tule River Authority; and
2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of the Terra Bella Irrigation District.

Passed and adopted this 1st day of February 1994, by the following vote:

AYES: Ramos, Wheaton, Fowler, Schultz, Beer

NOES: None

ABSENT: None

ABSTAIN: None

#### CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the Terra Bella Irrigation District, an irrigation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the office of the said District at Terra Bella, California on the 1st day of February 1994, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Terra Bella Irrigation District this 1st day of February 1994.



Ernest W. Taylor, Secretary  
Terra Bella Irrigation District

1

# TERRA BELLA IRRIGATION DISTRICT

24790 AVENUE 95 • TERRA BELLA, CALIFORNIA 93270 • (209) 535-4414

President  
EDWIN L. WHEATON  
Vice President  
JEFFREY C. BEER  
Manager  
JOHN E. BOUDREAU  
Secretary Assesor-Collector-Treasurer  
ERNEST W. TAYLOR  
Assistant Manager  
COURTLAND H. SMITH  
Consulting Engineer  
DENNIS R. KELLER P.E.  
Legal Counsel  
JEFFREY A. MEITH

DIRECTORS  
Division 1  
JEFFREY C. BEER  
Division 2  
GARY K. SCHULTZ  
Division 3  
EDWIN L. WHEATON  
Division 4  
GLEN R. FOWLER  
Division 5  
CARL S. RAMOS  
Secretary of Board  
ERNEST W. TAYLOR

RESOLUTION NO. 94-4

RESOLUTION RE: Appointment of Director,  
Alternate Director and Advisory  
Committee Member to the Deer  
Creek and Tule River Authority

WHEREAS, the Board of Directors of the Terra Bella Irrigation District have met this day in regular session, and

WHEREAS, the Board of Directors has approved the District becoming a member of the Deer Creek and Tule River Authority, and

WHEREAS, under the terms of the Joint Exercise of Powers Agreement the District is required to appoint a Director, Alternate Director and Advisory Committee Member to represent the District on the Board of Directors of the Deer Creek and Tule River Authority, now, therefore;

LET IT BE RESOLVED: that the Board appoints the following individuals as follows:

|                           |   |                  |
|---------------------------|---|------------------|
| Director                  | - | Edwin L. Wheaton |
| Alternate Director        | - | Jeffrey C. Beer  |
| Advisory Committee Member | - | John E. Boudreau |

Passed and adopted this 1st day of February 1994, by the following vote:

AYES: Ramos, Wheaton, Fowler, Schultz, Beer

NOES: None

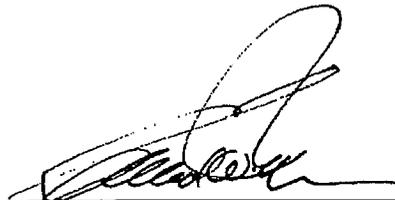
ABSENT: None

ABSTAIN: None

#### CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the Terra Bella Irrigation District, an irrigation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the office of the said District at Terra Bella, California on the 1st day of February 1994, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Terra Bella Irrigation District this 1st day of February 1994.



Ernest W. Taylor, Secretary  
Terra Bella Irrigation District

BEFORE THE BOARD OF DIRECTORS  
OF THE  
SAUCELITO IRRIGATION DISTRICT  
COUNTY OF TULARE, STATE OF CALIFORNIA

RE: PARTICIPATION IN )  
DEER CREEK & TULE )-  
RIVER AUTHORITY. )

RESOLUTION NO. 021094B

WHEREAS, the Board of Directors of the SAUCELITO IRRIGATION DISTRICT have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

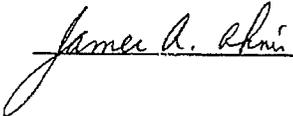
NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of SAUCELITO IRRIGATION DISTRICT as follows:

1. That said Board finds and determines that it would be in the best interests of this district to participate in the Deer Creek and Tule River Authority; and
2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said agreement on behalf of SAUCELITO IRRIGATION DISTRICT.

CERTIFICATION

I, James A. Akins, the duly qualified and acting Secretary/Manager of the Saucelito Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a Resolution made, passed and adopted by the Board of Directors of the Saucelito Irrigation District, at a Regular Meeting of said Board duly called and held on the 10th day of February, 1994.

Dated: February 10, 1994

  
Secretary

**EXHIBIT "A"**  
**MEMBERS OF THE AUTHORITY**

|   | <u>Joined</u> |          |
|---|---------------|----------|
| Lower Tule River Irrigation District<br>P.O. Box 4388<br>16563 Road 168<br>Woodville, CA 93258-4388             | Original      | 2/25/94  |
| Pixley Irrigation District<br>P.O. Box 477<br>232 E. Davis<br>Pixley, CA 93256                                  | Original      | 2/25/94  |
| Porterville Irrigation District<br>P.O. Box 1248<br>22086 Avenue 160<br>Porterville, CA 93258                   | Original      | 2/25/94  |
| Saucelito Irrigation District<br>P.O. Box 3858<br>Poplar, CA 93258<br>20712 Avenue 120<br>Porterville, CA 93257 | Original      | 2/25/94  |
| Terra Bella Irrigation District<br>24790 Avenue 95<br>Terra Bella, CA 93270                                     | Original      | 2/25/94  |
| Stone Corral Irrigation District<br>37656 Rd. 172<br>Visalia, CA 93291  |               | 02/21/97 |

Revised 2/21/97

**EXHIBIT "B"**  
**PARTICIPATION PERCENTAGES**

|                                      |        |
|--------------------------------------|--------|
| Lower Tule River Irrigation District | 46.24% |
| Pixley Irrigation District           | 18.33% |
| Porterville Irrigation District      | 10.32% |
| Saucelito Irrigation District        | 10.76% |
| Stone Corral Irrigation District     | 5.58%  |
| Terra Bella Irrigation District      | 8.77%  |

Revised 2/21/97



**PORTERVILLE IRRIGATION DISTRICT**

Guido Lombardi      3-5-99  
PRESIDENT      DATE

David L. Hoff      2/23/99  
SECRETARY      DATE

**SAUCELITO IRRIGATION DISTRICT**

Eve R. Menitt      3/11/99  
PRESIDENT      DATE

James A. Clark      3/11/99  
SECRETARY      DATE

**TERRA BELLA IRRIGATION DISTRICT**

John S. Wheeler      3/18/99  
PRESIDENT      DATE

Karen L. Greenwood      3/18/99  
SECRETARY      DATE

**STONE CORRAL IRRIGATION DISTRICT**

Daniel E. Denton      3/23/99  
PRESIDENT      DATE

Ray D. R...      3/24/99  
SECRETARY      DATE

EXHIBIT "D"  
ADDITIONAL MEMBER JOINDER NO. 2

Tea Pot Dome Water District has requested membership in the Authority and such membership has been accepted by the Deer Creek and Tule River Authority Board of Directors.

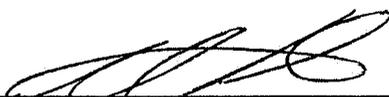
TERMS AND CONDITIONS

1. This joinder shall become effective upon signature below of all the members. Such signature shall constitute the consent of the existing members as provided in Section 7.02 of the Agreement and shall constitute approval of the attached Exhibit "A" Revised 1/16/04 and Exhibit "B" Revised 1/16/04.
2. Tea Pot Dome Water District shall pay its proportionate share of costs of the Authority based on the Participation Percentages in Exhibit "B" Revised 1/16/04. Tea Pot Dome Water District shall have not, as a result of this Joinder, have any interest in or liability towards existing special projects.
3. All other provisions of the Agreement shall remain in full force and effect on all the members including Tea Pot Dome Water District.

**LOWER TULE RIVER IRRIGATION DISTRICT**

  
\_\_\_\_\_  
PRESIDENT

4-13-04  
DATE

  
\_\_\_\_\_  
SECRETARY

4-13-04  
DATE

**PIXLEY IRRIGATION DISTRICT**

  
\_\_\_\_\_  
PRESIDENT

4-15-04  
DATE

  
\_\_\_\_\_  
SECRETARY

4-15-04  
DATE

PORTERVILLE IRRIGATION DISTRICT

Guido Lombardi  
PRESIDENT

FEB 27, 2004  
DATE

Eric A. Neff  
SECRETARY

FEB 27, 2004  
DATE

SAUCELITO IRRIGATION DISTRICT

Eric McNeill  
PRESIDENT

2/27/04  
DATE

James C. Ems  
SECRETARY

2/27/04  
DATE

TERRA BELLA IRRIGATION DISTRICT

John L. Luff  
PRESIDENT

3/10/04  
DATE

Sam Smith  
SECRETARY

3-4-04  
DATE

STONE CORRAL IRRIGATION DISTRICT

George Jones  
PRESIDENT

3/19/04  
DATE

Ray D. Price  
SECRETARY

3-18-04  
DATE

TEA POT DOME WATER DISTRICT

David R. Smith  
PRESIDENT

3-19-04  
DATE

Catherine Fabianus  
SECRETARY

3/19/04  
DATE

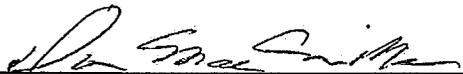
EXHIBIT "E"  
ADDITIONAL MEMBER JOINDER NO. 3

Vandalia Irrigation District has requested membership in the Authority and such membership has been accepted by the Deer Creek and Tule River Authority Board of Directors.

TERMS AND CONDITIONS

1. This joinder shall become effective upon signature below of all the members. Such signature shall constitute the consent of the existing members as provided in Section 7.02 of the Agreement and shall constitute approval of the attached Exhibit "A" Revised 11/17/06 and Exhibit "B" Revised 11/17/06.
2. Vandalia Irrigation District shall pay its proportionate share of costs of the Authority based on the Participation Percentages in Exhibit "B" Revised 11/17/06. Vandalia Irrigation District shall have not, as a result of this Joinder, have any interest in or liability towards existing special projects.
3. All other provisions of the Agreement shall remain in full force and effect on all the members including Vandalia Irrigation District.

**LOWER TULE RIVER IRRIGATION DISTRICT**

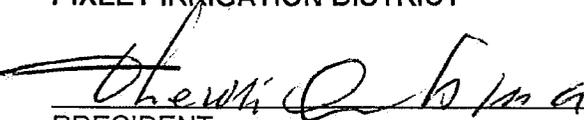
  
\_\_\_\_\_  
PRESIDENT

11-17-06  
DATE

  
\_\_\_\_\_  
SECRETARY

11/17/06  
DATE

**PIXLEY IRRIGATION DISTRICT**

  
\_\_\_\_\_  
PRESIDENT

11/28/04  
DATE

  
\_\_\_\_\_  
SECRETARY

11/17/06  
DATE

PORTERVILLE IRRIGATION DISTRICT

Guido Lombardi  
PRESIDENT

11-17-2006  
DATE

David Hoff  
SECRETARY

11/17/2006  
DATE

SAUCELITO IRRIGATION DISTRICT

Bob McCleskey Board Member  
PRESIDENT

11/17/06  
DATE

[Signature]  
SECRETARY

11-17-06  
DATE

TERRA BELLA IRRIGATION DISTRICT

Butch Ryel  
PRESIDENT

11-17-06  
DATE

[Signature]  
SECRETARY

11-17-06  
DATE

STONE CORRAL IRRIGATION DISTRICT

[Signature]  
PRESIDENT

11-17-06  
DATE

Wine D. West  
SECRETARY

12/5/06  
DATE

TEA POT DOME WATER DISTRICT

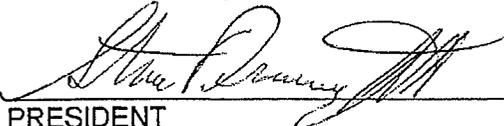
Jim Sherwood  
PRESIDENT

11-17-06  
DATE

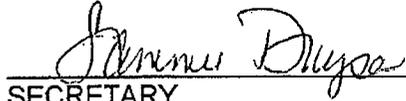
[Signature]  
SECRETARY

11-17-06  
DATE

VANDALIA IRRIGATION DISTRICT

  
\_\_\_\_\_  
PRESIDENT

11/17/06  
DATE

  
\_\_\_\_\_  
SECRETARY

11/17/06  
DATE

**EXHIBIT "A"**  
**MEMBERS OF THE AUTHORITY**

|  |          |          |
|--|----------|----------|
| Lower Tule River Irrigation District<br>357 E. Olive Ave<br>Tipton, CA 93272                 | Original | 2/25/94  |
| Pixley Irrigation District<br>357 E. Olive Ave<br>Tipton, CA 93272                           | Original | 2/25/94  |
| Porterville Irrigation District<br>P.O. Box 1248<br>22086 Avenue 160<br>Porterville CA 93258 | Original | 2/25/94  |
| Saucelito Irrigation District<br>P.O. Box 3858<br>20712 Avenue 120<br>Porterville CA 93258   | Original | 2/25/94  |
| Stone Corral Irrigation District<br>37656 Road 172<br>Visalia CA 93292                       |          | 2/21/97  |
| Tea Pot Dome Water District<br>105 West Tea Pot Dome Avenue<br>Porterville, CA 93257         |          | 1/16/04  |
| Terra Bella Irrigation District<br>24790 Avenue 95<br>Terra Bella CA 93270                   | Original | 2/25/94  |
| Vandalia Irrigation District<br>2032 South Hillcrest<br>Porterville CA 93258                 |          | 11/17/06 |

Revised 11/17/06

**EXHIBIT "B"**  
**PARTICIPATION PERCENTAGES**

|                                      |        |
|--------------------------------------|--------|
| Lower Tule River Irrigation District | 43.83% |
| Pixley Irrigation District           | 16.94% |
| Porterville Irrigation District      | 9.22%  |
| Saucelito Irrigation District        | 9.65%  |
| Stone Corral Irrigation District     | 4.66%  |
| Tea Pot Dome Water District          | 3.86%  |
| Terra Bella Irrigation District      | 7.73%  |
| Vandalia Irrigation District         | 4.11%  |

Revised 11/17/06

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**ATTACHMENT C – DEER CREEK AND TULE RIVER AUTHORITY  
SPECIAL PROJECT AGREEMENT TO FORM TULE BASIN WATER QUALITY  
COALITION**

DCTRA Board Approved 9-20-13

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**DCTRA PROJECT AGREEMENT FOR THE  
TULE BASIN WATER QUALITY COALITION**

This Project Agreement is made and entered into as of the 1st day of October, 2013, by and between LOWER TULE RIVER IRRIGATION DISTRICT, PIXLEY IRRIGATION DISTRICT, PORTERVILLE IRRIGATION DISTRICT, SAUCELITO IRRIGATION DISTRICT, TEA POT DOME WATER DISTRICT, TERRA BELLA IRRIGATION DISTRICT, and VANDALIA ~~IRRIGATION~~ <sup>WATER</sup> DISTRICT, hereafter collectively referred to as Project Members.

**RECITALS**

A. The Project Members, together with Stone Corral Irrigation District, are members of the Deer Creek and Tule River Authority ("DCTRA"), created by that certain Joint Powers Agreement dated February 25, 1994, as amended, the most recent amendment dated November 17, 2006; the Joint Powers Agreement as amended shall be hereafter referred to as the "JPA".

B. Section 5.02 of the JPA provides that prior to undertaking any particular project, those members wishing to participate in a project shall enter into a Project Agreement.

C. The Central California Regional Water Quality Control Board (the "Regional Board") is in the process of adopting a General Order relating to waste discharges to surface and groundwater by irrigated agricultural landowners or operators, and under such General Order, it is anticipated that the Regional Board will allow for coverage under the General Order for landowners or operators through participation in a Third-Party coalition. The General Order anticipated to be adopted by the Regional Board shall be referred to herein as the Order.

D. In order to avoid the necessity for each landowner or operator to obtain individual Waste Discharge Requirements (WDRs) under the General Order, the Project Members as indicated above (all DCTRA members excluding Stone Corral Irrigation District) desire to form a coalition or otherwise take the steps necessary to

1 qualify under the Order as a Third-Party representative for the general area described  
2 as the Tule Basin subwatershed, more particularly defined below, and to apply for and  
3 to take all steps necessary to implement Third-Party representation (Notice of  
4 Applicability, or "NOA") under such Order. The activities described in this Recital D  
5 may be referred to herein as the "Tule Basin Water Quality Coalition," the "TBWQC",  
6 or the "Project."

7 E. The activities associated with the Tule Basin Water Quality Coalition  
8 constitute a project as described in Section 5.02 of the DCTRA JPA. As such, the  
9 Project Members desire to set forth the terms and conditions by which they will  
10 participate in the Project.

11 F. The Project Members intend for the Project to be funded fully through  
12 fees collected from the TBWQC participating landowners, and do not intend to  
13 obligate themselves, DCTRA, or any other member of DCTRA to any obligation to pay  
14 for any activities of the Project or be liable for any action undertaken under the Project  
15 other than as may be expressly agreed by the Project Members as provided herein.

16 **AGREEMENT**

17 NOW THEREFORE, the Project Members agree as follows:

18 1. Project Agreement and Powers. The Project Members indicated above,  
19 and no other member of DCTRA, agree to undertake the Project as defined above,  
20 pursuant to the terms and conditions as set forth herein below. The Project shall be  
21 named the "Tule Basin Water Quality Coalition," or the "TBWQC."

22 1.1. The TBWQC shall have the power to take any action consistent  
23 with the Project purposes and consistent with the powers of the DCTRA.

24 1.2. The services of the TBWQC shall be made available to the  
25 owners or operators of lands within the geographic area designated on the Map  
26 provided in Exhibit "A", which may be amended from time to time by approval  
27 of the TBWQC Governing Board as may be necessary or appropriate for Third-  
28 Party representation approval by the Regional Board.

1           1.3. The Project Members acknowledge and affirm that, consistent  
2 with Section 5.02 of the DCTRA JPA, all assets, rights, benefits and obligations  
3 attributable to the TBWQC shall be assets, rights, benefits and obligations of  
4 those members which have entered into this Project Agreement, and any debts,  
5 liabilities, obligations or indebtedness incurred by the Authority in regard to the  
6 TBWQC shall be the debts, liabilities, obligations or indebtedness of the  
7 members who have executed this Project Agreement, and shall not be the  
8 debts, liabilities, obligations and indebtedness of those members who have not  
9 executed this Project Agreement.

10           1.4. Notwithstanding the foregoing, the Project Members intend, and  
11 hereby agree, to operate the TBWQC in a manner that assures that all costs of  
12 the TBWQC be paid for through participating landowner/operator fees, and not  
13 from the general funds of the Authority or the Project Members.

14           1.5. This Agreement shall be effective as of October 1, 2013, upon  
15 signature of all the Project Members which shall have executed this Agreement.  
16 This Agreement shall remain in effect until terminated by mutual agreement of  
17 all the Project Members, or until termination by DCTRA, whichever shall first  
18 occur.

19           1.6. All the general terms and conditions of the DCTRA JPA that are  
20 not inconsistent with terms and conditions of this Agreement shall apply to this  
21 Agreement.

22           2. Governing Board. All decisions regarding the activities of the TBWQC  
23 shall be governed by a Governing Board consisting of seven members, with one  
24 representative from each Project Member.

25           2.1. Unless otherwise indicated in writing by a Project Member, the  
26 representative to the Governing Board of the TBWQC for each Project Member  
27 shall be the same individual serving as the director or alternate of the DCTRA  
28 Governing Board for that Project Member.

1           2.2. Each member of the TBWQC governing board shall have one  
2 vote, and the business of the Governing Board shall be approved by a simple  
3 majority of those present, with the following exceptions:

4           2.2.1. Any decision to authorize participation in litigation shall  
5 be first recommended by the Advisory Committee as described below,  
6 shall be subject to approval by no less than two thirds of those members  
7 present of the TBWQC Governing Board, and unless otherwise agreed,  
8 shall be limited to those activities that may be paid for with funds  
9 identified at the time of such decision as being available from budgeted  
10 funds or from funds anticipated to be collected from landowner  
11 participation fees within the then-current fiscal year, which shall be  
12 defined for purposes of the Project as July 1 through June 30 of the  
13 following year.

14           2.2.2. Any decision to commit funding for the activities of the  
15 TBWQC beyond those budgeted from actual or anticipated  
16 landowner/operator participation fees shall be subject to a specific cost-  
17 sharing agreement approved by unanimous vote of all of the  
18 representatives of those Project Members electing to participate in such  
19 expenditure.

20           2.3. The business of the TBWQC Governing Board shall be conducted  
21 on a separate agenda but on the same day and time as the meetings for the  
22 DCTRA governing board, and unless otherwise provided for herein shall be  
23 conducted in the same manner under the same procedural rules concerning  
24 quorums and other such matters as set forth in the DCTRA JPA.

25           2.4. Prior to providing services to any landowner or operator as a  
26 Third-Party representative approved by the Regional Board, the TBWQC  
27 Governing Board shall set forth the terms and conditions of landowner/operator  
28 participation, identified as a Notice of Confirmation ("NOC") in the Order.

1           3.    Advisory Committee. There shall be an Advisory Committee known as  
2 the Tule Basin Water Quality Coalition Advisory Committee, referred to herein as the  
3 "Advisory Committee" consisting of three members from the Governing Board of the  
4 TBWQC or their alternates, three landowner participant representatives, and one  
5 technical advisor or consultant that has been retained to provide management and  
6 technical services to the Coalition, who shall act as chair of the Advisory Committee.

7           3.1. All members of the Advisory Committee shall be appointed by the  
8 TBWQC Governing Board, and shall serve at the discretion of the Governing  
9 Board until replaced. The TBWQC Governing Board shall consider changes to  
10 the make up of the Advisory Committee at its first meeting of every other fiscal  
11 year. Any landowner/operator participant may nominate himself or herself or a  
12 designated representative as an Advisory Committee member, subject to  
13 appointment by the TBWQC Governing Board.

14           3.2. The purpose of the Advisory Committee shall be to review and  
15 make recommendations to the TBWQC Governing Board regarding: annual  
16 budgets and landowner/operator assessments; technical monitoring and  
17 reporting practices; program administration matters; landowner/operator  
18 reporting issues (i.e., monitoring results indicating waste discharges beyond  
19 acceptable levels); and any other matter specifically referred to the Advisory  
20 Committee by the landowners/operators or the TBWQC Governing Board.

21           3.3. All actions of the Advisory Committee shall be considered  
22 advisory only, subject to approval of the TBWQC Governing Board.

23           4. All terms and conditions of the DCTRA JPA that are not inconsistent with  
24 terms and conditions of this Agreement shall apply to this Agreement.

25    ////  
26    ////  
27    ////  
28    ////

DCTRA Board Approved 9-26-13

1 IN WITNESS WHEREOF, the members have caused this Agreement to be executed as  
2 of the day and year first above written.

3  
4 LOWER TULE RIVER IRRIGATION DISTRICT

5   
6 \_\_\_\_\_ Date 10-11-13

7   
8 \_\_\_\_\_ Date 10/11/13

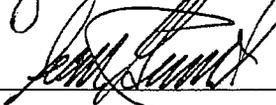
9  
10 PIXLEY IRRIGATION DISTRICT

11 Frank E. Junis  
12 \_\_\_\_\_ Date 10-11-2013

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14 \_\_\_\_\_ Date 10/11/13

15  
16 PORTERVILLE IRRIGATION DISTRICT

17 Guido Lombardi  
18 \_\_\_\_\_ Date 10-8-2013

19   
20 \_\_\_\_\_ Date 10-8-13

21  
22 SAUCELITO IRRIGATION DISTRICT

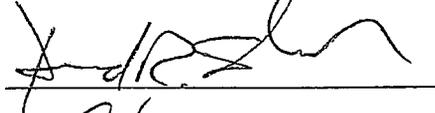
23 Eric R Messitt  
24 \_\_\_\_\_ Date 10-10-2013

25 Diana M Ennis  
26 \_\_\_\_\_ Date 10/10/2013

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TEA POT DOME WATER DISTRICT



10/1/13  
Date



10/1/13  
Date

TERRA BELLA IRRIGATION DISTRICT

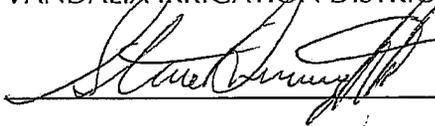


10-10-13  
Date



10-10-13  
Date

<sup>WATER</sup>  
VANDALIA IRRIGATION DISTRICT



10-8-13  
Date

\_\_\_\_\_  
Date

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**ATTACHMENT D – AUGUST 28, 2013 GROWER MEETING ATTENDANCE  
RECORD**

## Attachment D

Initial Grower Workshop - August 28, 2013  
Heritage Complex - Tulare, CA

### Record of Attendance

#### Landowners:

| <i>Attendee</i>      | <i>Landowner</i>                    | <i>Acres</i> | <i>Parcels</i> |
|----------------------|-------------------------------------|--------------|----------------|
| Michael Lemoine      | BAMBER LAWRENCE E & MARILYN (TRS)   | 63.38        | 1              |
| Thom Bechtel         | BECHTEL THOMAS                      | 28.11        | 2              |
| Richard Bender       | BENDER ROBERT                       | 37.50        | 1              |
| Scott Carlisle       | BOOTH MORGAN A                      | 1339.64      | 48             |
| Kathy Briano         | BRIANO KATHERINE L                  | 302.59       | 4              |
|                      | BURR SUNNY SLOPE RANCHES            | 6.88         | 1              |
| Dave Vanbrowingen    | CENTER LINE FARMS LLC               | 128.49       | 2              |
| Jim Costa            | COSTA JAMES & SHELLEY               | 88.27        | 2              |
| Rick Crocker         | CROCKER RICHARD A & PATRICIA V      | 77.64        | 6              |
| Stanley Bonds        | DE FOE MARY LOUISE (TR) (D&ML DEFOE | 153.73       | 1              |
| Frances DePaoli      | DE PAOLI FRANCES B (TR)             | 5.88         | 1              |
| Glenn Duyae          | DEER CREEK INVESTMENTS LP           | 122.07       | 2              |
| David Della          | DELLA DAVID R & WILMA J(TRS)(FAM TR | 198.38       | 2              |
| Dennis Elam          | ELAM DENNIS & EULETA(TRS)           | 78.88        | 1              |
| Bill Wallace         | FLS ENTERPRISES LLC                 | 1187.38      | 22             |
| Byron Fox            | FOX KELLY A                         | 307.98       | 4              |
| Burt Fugate          | FUGATE BURT E (TR GST NON-EXEMPT QT | 187.18       | 6              |
| Burt Fugate          | FUGATE BURT E (TR)                  | 95.64        | 2              |
| Alex Garcia          | GARCIA ALEXANDER & ROSALIND D (TRS) | 353.69       | 5              |
| Stanley Bonds        | GARCIA CONSTANTINO & ALICE C (TRS)  | 151.86       | 2              |
| Gary Gilbert         | GILBERT GARY H (TR A & E GILBERT TR | 426.96       | 4              |
| David Gisler         | GISLER DAVID & KIMBERLEE            | 137.14       | 1              |
| Allan Lombardi       | GRIFFITH BROS                       | 695.07       | 16             |
| Lynn                 | HARRIS WILLIAM L & KAY (TRS)        | 19.41        | 1              |
| Clarence Hill        | HILL CLARENCE (TR) (REV TR)         | 766.37       | 23             |
| Drew Hoffman         | HOFFMAN C CHASE & MARION N (TRS)    | 331.97       | 3              |
| Jim Koontz           | KOONTZ LUELLA A (SCSR TR)           | 55.78        | 3              |
| Phil Larson          | LARSON PHILLIP G & LAURIE J         | 54.79        | 2              |
| Cliff Loeffler       | LOEFFLER CLIFFORD R & MAUREEN F     | 86.51        | 5              |
| Guido Lombardi       | LOMBARDI & LOMBARDI                 | 87.55        | 1              |
| Guido Lombardi       | LOMBARDI GUIDO A (TR OF G & J LIV T | 135.59       | 2              |
| Allan Lombardi       | LOMBARDI GUIDO ALLAN & MONIKA       | 72.86        | 0              |
| John Lorenzo         | LORENZO JOHN V & EFIGENIA G (TRS)   | 313.50       | 1              |
| Eric Limas           | LOWER TULE RIVER IRRIGATION DISTRIC | 231.21       | 19             |
| Don MacMillan        | MACMILLAN DONALD & RETA J           | 292.00       | 3              |
| Joe McCowan          | MC COWAN RICHARD J & DARLA J        | 43.44        | 2              |
| Joe McCowan          | MC COWAN RICHARD JOE                | 38.63        | 3              |
| Jim Zimmerman        | MICHAELIS MARK & JEANNE             | 50.55        | 2              |
| Kent Stephens        | MZIRP INC                           | 157.80       | 1              |
| Michael Noell        | NOELL MICHAEL W & ROBIN R           | 6.68         | 1              |
| John O'Neill         | O NEILL JOHN H                      | 76.89        | 7              |
| Donald H. Pedersen   | PEDERSEN FARMS INC                  | 155.92       | 1              |
| Tim Peltzer          | PELTZER DOUGLAS R (TR DEC TR)       | 253.09       | 8              |
| Richard Walter       | R & H PAUL INC                      | 306.21       | 11             |
| Kevin Parrent        | RAILROAD RANCH CO LTD               | 1417.51      | 14             |
| Kevin Parrent        | RAINBOW RANCH CO LTD                | 714.27       | 4              |
| Bill Wallace         | ROAD 208 RANCHES                    | 407.30       | 5              |
| Patty Roberts        | ROBERTS DONALD WAYNE & PATRICIA(TRS | 7.92         | 1              |
| John & Judy McCaslan | ROBERTS PATTY                       | 107.55       | 2              |
| Alex Samarin         | SAMARIN ALEXANDER (SCSR TR)         | 93.54        | 3              |

|                   |                                     |        |   |
|-------------------|-------------------------------------|--------|---|
| Richard Sanchez   | SANCHEZ RICHARD                     | 9.22   | 1 |
| Milton Segura     | SEGURA VICTOR J                     | 9.71   | 2 |
| C H Sheldon       | SHELDON CHARLES H & SHERRAINE R (TR | 18.19  | 1 |
| Mike Silva        | SILVA MANUEL MICHAEL                | 145.26 | 2 |
| Joe Simoes        | SIMOES JOE M & MARIE INEZ           | 76.85  | 1 |
| Randy Skidgel     | SKIDGEL ROLLIN R & DONNA L          | 18.70  | 1 |
| LeRoy Spuhler     | SPUHLER ALFRED L & PATRICIA A (TRS) | 230.63 | 8 |
| Richard Stadden   | STADDEN MARGARET J (TR)             | 271.78 | 3 |
| Richard Stadden   | STADDEN RICHARD R & REBECCA A       | 153.84 | 2 |
| Kent Stephens     | SUNVIEW VINEYARDS OF CALIFORNIA INC | 525.59 | 3 |
| Taya Thayapran    | THAYAPRAN NALLATHAMABY              | 34.45  | 2 |
| Stanley Bonds     | VAN BEEK BROS                       | 156.41 | 1 |
| Stanley Bonds     | VAN BEEK BROS A GEN PARTS THE       | 185.97 | 3 |
| Stanley Bonds     | VAN BEEK BROS A GEN PTNSHP          | 432.94 | 7 |
| Stanley Bonds     | VAN BEEK RAYMOND J & KATHERINE A (T | 887.84 | 8 |
| Shirley Warden    | WARDEN SHIRLEY R (TR)               | 18.26  | 1 |
| Kevan White       | WHITE HAROLD L & MARY L (CO-TRS)    | 22.19  | 3 |
| Rosemarie Wiggins | WIGGINS WILLIAM R & ROSEMARIE A (TR | 112.89 | 6 |
| C O Wright        | WRIGHT CHARLES O JR & ELLEN J (TRS) | 17.16  | 1 |
| Kent Stephens     | ZANINOVICH THEO S                   | 402.46 | 3 |
| Jim Zimmerman     | ZIMMERMAN ROBERT R & LINDA (TRS)    | 258.44 | 2 |

**Consultants/Interested Parties:**

| <b>Attendee</b>        | <b>Company</b>                     |
|------------------------|------------------------------------|
| David Vieira           | Helena Chemical Co.                |
| Michael Mello          | Mello's Consulting Service         |
| Dale Brogan            | Delano-Earlimart I.D.              |
| Mike Naylor            | Naylor Organics                    |
| David Hampton          | Cawelo Water District              |
| Scott Rogakley         | Visalia Citrus Packing Group, Inc. |
| Diane                  | Saucelito Irrigation District      |
| Matt Feaver            | Atricore                           |
| Robert Blattler        | CCA/CPA                            |
| Chet Smeds             | Turf Solutions                     |
| Nathan Herringa        | Innovative Ag Services, LLC        |
| Gary Smith             | Professional Ag Resources, Inc.    |
| Sopac Mullholland      | Sequoia Riverlands Trust           |
| Peter G. Petrelis      |                                    |
| Daryl Barsoom          | Materra Farming                    |
| Tricia Stever-Blattler | Tulare County Farm Bureau          |
| Andrew Hart            | Hart Farms                         |
| Ed Lorenzi             | Sun Pacific                        |
| Don Berry              | Sun Pacific                        |
| Nate Mendez            | Sun Pacific                        |
| Kevin Hauser           | Hauser & Hauser                    |
| Don Roark              | Roark Orchards, Inc.               |
| Mark Stutsman          | Mark Stutsman Ranches              |
| Tyson Poulsen          | South Valley Farms                 |
| Eric Miller            | Farmland Serve Inc.                |
| Joe Denney             |                                    |
| Juan Vargas            |                                    |
| Warren Hutchings       | Innovative Ag Services, LLC        |
| Michael DePaoli        |                                    |



# TULE BASIN WATER QUALITY COALITION

2904 W. Main Street, Visalia, CA 93291 • (559) 627-2948 • www.tbwqc.com

January 17, 2014

Pamela Creedon, Executive Officer  
Central Valley Regional Water Quality Control Board  
11020 Sun Center Drive, #200  
Rancho Cordova, CA 95670-6114

**RE:** Order R5-2013-0120, Waste Discharge Requirements General Order for Growers within the Tulare Lake Basin Area That are Members of a Third-Party Group

Dear Ms. Creedon:

The Tule Basin Water Quality Coalition (TBWQC) submitted an Application for a Notice of Applicability (NOA) to become the third-party for representation of growers in the Tule Basin watershed of the Tulare Lake Basin 15 October 2013, along with a map identifying the proposed boundary of the TBWQC. After the Regional Water Quality Control Board (RWQCB) staff reviewed the application, the TBWQC was notified by email dated 13 November 2013 that:

*"...one issue common to all the applications received that needs to be addressed cooperatively by all applicants. Coverage for each proposed coalition must (extend) to the full extent of the boundaries of the Tulare Lake Basin, and boundaries between thirty-parties must be common, so that no uncovered areas exist within the Tulare Lake Basin Area. This issue affects all applicants, and we cannot approve applications until this issue is resolved."*

This letter is a supplement to the TBWQC original Application prepared to advise the RWQCB that, in conformance with the understanding reached in the 13 December 2013 meeting, the TBWQC will accept applications from growers owning parcels irrigated to produce crops or pasture for commercial purposes outside the TBWQC proposed boundary but within the Tule River, Deer Creek, or White River upper watersheds that would like to join a third-party coalition (Attachment A: TBWQC Boundary Map with Upper Watershed). The TBWQC understands the RWQCB will contact and provide those growers in the areas outside the proposed TBWQC boundary but within the upper watersheds with the TBWQC contact information. At the time the grower communicates with the TBWQC, the Coalition will provide the applicant a participation agreement, along with an assessment consistent with the fees within the proposed boundary. If any costs, in addition to the standard assessment, are generated specifically for these parcels outside the TBWQC Boundary, to satisfy RWQCB requirements for monitoring and reporting, outreach, management plans, or any other General Order requirement, the TBWQC will create a special assessment to cover the

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additional costs.

Upon receipt of the NOA from the Executive Officer, the TBWQC will begin implementation of the General Order in conformance with the schedule and requirements identified in the General Order. Please advise if further information regarding the TBWQC boundary is needed.

Respectfully submitted,



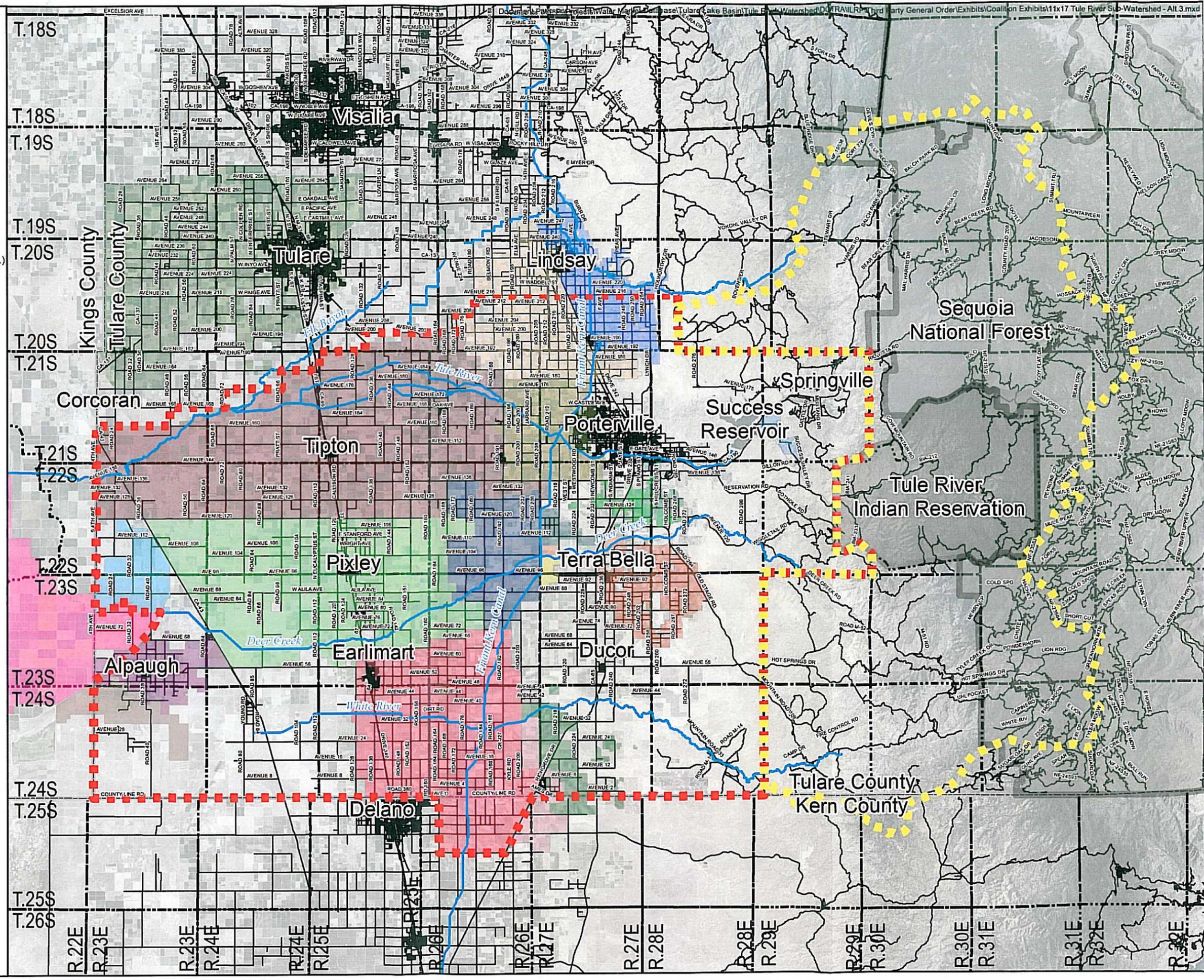
Chairman  
Tule Basin Water Quality Coalition

Cc: Joe Karkoski – ILRP Program Manager, RWQCB Rancho Cordova Office  
Clay Rodgers – Assistant Executive Officer, RWQCB Fresno Office

Encl: Attachment A – Proposed Tule Basin Water Quality Coalition Boundary with Upper Watershed

# Attachment A Proposed Boundary Tule Basin Water Quality Coalition

- Legend**
- Supplemental TBWQC Upper Watershed Boundary (342,346 Ac.)
  - Proposed TBWQC Boundary (599,879 Ac.)
  - Friant Kern
  - White River
  - Tule River
  - Elk Bayou
  - Lewis Creek
  - Deer Creek
  - Tulare I.D.
  - VANDALIA I.D.
  - TULARE LAKE BASIN W.S.D.
  - TERRA BELLA I.D.
  - TEA POT DOME W.D.
  - SAUCELITO I.D.
  - RANCHO TERRA BELLA
  - RAG GULCH W.D.
  - PORTERVILLE I.D.
  - PIXLEY I.D.
  - Lower Tule Independent Ditch Company
  - LOWER TULE RIVER I.D.
  - LINDSAY-STATHMORE I.D.
  - LINDMORE I.D.
  - KERN-TULARE W.D.
  - Hope W.D.
  - DELANO-EARLIMART I.D.
  - ATWELL ISLAND W.D.
  - ANGIOLA W.D.
  - ALPAUGH I.D.
  - County Boundary
  - National Parks/Forests
  - Tule River Indian Reservation
  - Townships
  - Streets



1 inch = 5 miles