Water System Reconstruction Project – Water Supply and Storage Improvements

Response to Comments
on Subsequent MND

State Clearinghouse Number 2020080439

June 2023

Response to Comments on Subsequent MND

Mendocino Unified School District Water System Reconstruction Project – Water Supply and Storage Improvements

State Clearinghouse Number 2020080439

Prepared for:

Mendocino Unified School District
44141 Little Lake Road
Mendocino, CA 95460

Prepared by:

GHD
2235 Mercury Way, Suite 150
Santa Rosa, California 95407

June 2023

Table of Contents

Table Index

Figure Index

Appendix Index

1. Introduction

The Mendocino Unified School District (MUSD) owns, operates, and maintains a potable and fire water system to serve its K-8 School, High School and District Office, as well as Friendship Park and the Community Center of Mendocino. The MUSD's water supply and storage site is located at 44020 Little Lake Road in the community of Mendocino. A previous inspection of the MUSD's water system conducted by the State Water Resources Control Board (SWRCB) Division of Drinking Water identified certain deficiencies at its water supply and storage site, including inadequate source capacity to meet the MUSD's maximum day demand and certain system deficiencies due to components of the MUSD's water system nearing the end of their useful life. The MUSD received a Drinking Water Construction Loan from the SWRCB Drinking Water State Revolving Fund (Agreement No. D2202005) to make improvements to address the source capacity and identified system deficiencies.

In 2020, the MUSD prepared an Initial Study/Proposed MND (State Clearinghouse No. 2020080439) for the improvements that would address the system deficiencies at the MUSD's water supply and storage site.[1] The 2020 MND evaluated plans to replace the MUSD's two existing water tanks, replace the MUSD's existing water treatment system, rehabilitate two existing MUSD groundwater supply wells, bring an additional MUSD groundwater supply well online, and other site security improvements. The Initial Study/Proposed MND was made publicly available from August 26 to September 24, 2020 for a required 30-day public review period under CEQA. No comments were received during the 30-day public review process, and the MUSD Board of Trustees adopted the MND, a Mitigation Monitoring and Reporting Program, and approved the Project on October 15, 2020.

After adoption of the MND and approval of the Project, the MUSD agreed to coordinate with the Mendocino City Community Services District (MCCSD) on local emergency water supply and storage in response to drought scenarios. The drought period of 2020-2022 was the worst multi-year drought in recorded State history. The ongoing drought highlighted the need for improved water security in the face of climate change and natural disasters. The MCCSD is the groundwater management authority within its service area boundary and is responsible for the management of the local aquifer to help prevent overdraft and maintain equitable access to groundwater for the residents, business, and property owners in the MCCSD service area. MCCSD has a Groundwater Management Program and Water Shortage Contingency Plan, but even with such plans in place, some wells in its service area run dry each summer and others are not able to keep up with demand. The recent drought also showed that MCCSD customers cannot depend on neighboring water districts to meet water demand short fall during dry periods.

In 2022, MCCSD, in cooperation with the MUSD, received a grant from the State of California Department of Water Resources through the Urban and Multibenefit Drought Relief (UMBDR) grant program (Agreement No. 4600014624) to help serve emergency water needs of eligible MCCSD customers. The UMBDR grant Agreement identifies the MUSD and MCCSD as Implementing Agencies.

The UMBDR grant funding is for the development of 500,000 gallons of potable water storage at the MUSD's water supply and storage site, the drilling of up to ten new groundwater supply wells at the MUSD's water supply and storage site for emergency water supply purposes for MCCSD use, and a connection to the MUSD's water distribution system. As noted in the Grant Agreement, the 500,000 gallons of water storage is estimated to store approximately three days of water at a conservation demand of 50 gallons per capita per day, based on the permanent population of 855 residents and

[1] Available online at http://www.mendocinousd.org

an estimated daily tourism population of 2,500 people. The stated purpose of the grant improvements is in response to a drought scenario, as defined by Water Code Section 13198(a) and is intended to: 1) address immediate impacts on human health and safety; 2) address immediate impacts on fish and wildlife resources; or 3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

Given the additional improvements proposed at the MUSD's site, a reevaluation of the overall potable water storage strategy at the MUSD site was conducted to implement an improved and more integrated design solution. Through this review, the MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one project that achieves the overall goals of the improvements is acceptable, and confirmed that the MUSD should remain the CEQA Lead Agency. In the Memorandum of Understanding, it was mutually agreed that the MUSD would remain the CEQA Lead Agency for the Modified Project.

The MUSD is thus proposing to implement the Modified Water System Reconstruction Project – Water Supply and Storage Improvements ("Modified Project"), which includes both MUSD improvements to address existing identified MUSD water system deficiencies and improvements in conjunction with the MCCSD to provide an emergency water supply for MCCSD customers, all of which would be located at the MUSD's water supply and storage site.

The MUSD, serving as the CEQA Lead Agency, prepared a Subsequent MND for the Project in compliance with Section 15162 of the CEQA Guidelines. The Subsequent MND included completion of a full environmental review of the Project, including a new Biological Resources Report, Environmentally Sensitive Habitat Analysis, Archaeological Resources Study, Tribal communications, Aquatic Resources Delineation, and Hydrogeologic Study. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements. The Subsequent MND was circulated for a 30-day public review period from May 11, 2023 to June 9, 2023. Noticing and review periods required by CEQA were satisfied.

Summary and Organization of Response to Comments

This Response to Comments consists of the comments, responses to comments, and revisions to the Subsequent MND. In some cases, the comments resulted in modifications to the text of the Subsequent MND to clarify project details, impacts, and mitigation measure language. For ease of reference, these edits are indicated in strikeout and underline mode in a Final Subsequent MND, which is available online at http://www.mendocinousd.org.

A Well Siting Study that follows up on the conclusions and recommendations of the hydrogeological investigation that was included with the Subsequent MND is provided in Appendix A. Funding agreements and the Memorandum of Understanding related to the Modified Project are provided in Appendix B, C, and D.

This Response to Comments document consists of the following sections:

Section 1 – Introduction. This section briefly summarizes the project history, the public involvement process, comments received, and describes the adoption and project approval process.

Section 2 – Comment Letters. This section includes copies of the comment letters and e-mails received during the 30-day public review period for the Subsequent MND.

Section 3 – Response to Comments. This section includes responses to each comment letter and email received during the 30-day public review period for the Subsequent MND.

Appendix A – Well Siting Study

Appendix B – Agreement D2202005 with State Water Board

Appendix C – Agreement 4600014624 with Department of Water Resources

Appendix D – Memorandum of Understanding between MUSD and MCCSD

Summary of Subsequent MND Process

The MUSD, serving as the CEQA Lead Agency, prepared a Subsequent MND for the Project in compliance with Section 15162 of the CEQA Guidelines (Subsequent EIRs and Negative Declarations). Section 15162 of the CEQA Guidelines specifies when subsequent documentation is required for a project for which either a previously certified EIR or a previously adopted Negative Declaration (inclusive of Mitigated Negative Declarations) has occurred.

The MUSD Board of Trustees previously adopted a Mitigated Negative Declaration for the Project on October 15, 2020 (State Clearinghouse No. 2020080439). In accordance with CEQA Guidelines Section 15162, because the Modified Project includes substantial changes from the previously evaluated Project, the MUSD determined that a Subsequent MND should be prepared. The Subsequent MND included completion of a full environmental review of the Modified Project, including a new Biological Resources Report, Environmentally Sensitive Habitat Analysis, Archaeological Resources Study, Tribal communications, Aquatic Resources Delineation, and Hydrogeologic Study. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements.

The Subsequent MND was circulated for a 30-day public review period from May 11, 2023 to June 9, 2023. In accordance with the requirements of CEQA, the MUSD provided a Notice of Intent to Adopt a Subsequent MND to the public, Responsible agencies, Trustee agencies, Mendocino County Clerk, and State Clearinghouse. The notice was published in the Mendocino Beacon on May 11, 2023, and was mailed to owners and occupants of property contiguous to the Project site, to interested parties, and posted at the Mendocino County Clerk's office for a period of 30 days. The MUSD posted the Subsequent MND and notice on its website and made a hardcopy available for public review at the MUSD office located at 44141 Little Lake Road, Mendocino, CA 95460. The Subsequent MND was also submitted to the State Clearinghouse for review by state agencies.

Subsequent MND Adoption and Project Approval Process

The MUSD Board of Trustees is scheduled to consider adoption of the Subsequent MND and approval of the Modified Project at a special meeting scheduled on June 28, 2023. The meeting will be held at 5:00 PM at the Mendocino K-8 Multi-Purpose Room at 44261 Little Lake Road, Mendocino, CA 95460. A virtual webinar option is also available. Information about attending the meeting and/or the webinar can be found on the MUSD's website at the following link:
https://www.mendocinousd.org/District/3015-Untitled.html

CEQA Lead Agency Contact Information

MUSD is the CEQA Lead Agency for the Modified Project. The contact person for the MUSD is:

Jason Morse, Superintendent
Mendocino Unified School District
44141 Little Lake Road
Mendocino, CA 95460
Email: jmorse@mcn.org
Phone: 707-937-5868

2. Comments Letters

During the 30-day public review period, the MUSD received 13 comment letters / e-mails from individuals (see Table 1 below). Additionally, after the close of the public review period, a letter was received from the Stater Water Resources Control Board on June 20, 2023. The comments are ordered based on date received and numbered starting with 1 and ending with 14. Copies of the written comment letters and e-mails received are provided beginning on page 2-2. Responses to each comment letter are provided in Section 3.

Table 1. Comments Received During 30-Day Review Period

Commenter	Agency/Organization	Last Name	First Name	Date
1	Mendocino County Planning and Building Services	Fitzsimmons	Rob	May 11, 2023
2	Individual	Yeh	Max	May 17, 2023
3	Habematolel Pomo of Upper Lake	Geary	Robert	May 19, 2023
4	Individual	Yeh	Max	May 19, 2023
5	Individual	Aranguren	Christina and Bob	May 24, 2023
6	Individual	Yeh	Max	May 26, 2023
7	Individual	Yeh	Max	May 30, 2023
8	Individual	Yeh	Max	June 2, 2023
9	Individual	Yeh	Max	June 4, 2023
10	Individual	Yeh	Max	June 6, 2023
11	Individual	Yeh	Max	June 8, 2023
12	MendoMatters	Christina	Aranguren	June 9, 2023
13	Individual	Yeh	Max	June 9, 2023
14	State Water Resources Control Board	Schmitz	Lori	June 20, 2023

Good afternoon,

This email is being sent as comment on the Draft Subsequent Mitigated Negative Declaration, https://www.mendocinousd.org/files/user/160/file/Subsequent%20MND_MUSD%20Water%20System%20Reconstruction%20Project.pdf, for the MUSD Water System Reconstruction Project–Water Supply and Storage Improvements.

The Mendocino County Department of Planning and Building Services (PBS) has an application on file, U_2023-0004, for a Coastal Development Use Permit for the proposed development. Once the revised MND has been adopted, an amended project description reflecting the changes will need to be submitted to PBS, along with an amended Site Plan and other revised application materials as necessary. Once complete application materials have been received by PBS, processing of U_2023-0004 will move forward. Please ensure that comment on the MND is solicited from the California Department of Fish and Wildlife and from the California Coastal Commission, along with all other Responsible Agencies for the project. 1-1

Thank you,

Rob Fitzsimmons

Planner II

Planning and Building Services

Mendocino County

From: Max Yeh [mailto:maxwyeh@gmail.com]
Sent: Wednesday, May 17, 2023 5:25 PM
To: Jason Morse <jmorse@mcn.org>
Cc: Norman de Vall <ndevall@mcn.org>
Subject: Comment on Notice of Intent to Adopt

Dear Mr. Morse,

I received today from GHD the Notice of Intent to Adopt a Mitigated Negative Declaration, presumably issued by the School District, and I wish to comment on some of the documents related to this Water System Reconstruction Project and to articulate some issues which I think might need explanation.

I own the property at 10800 Cummings, and the Southwest corner of the parcel either is contiguous with the School District's land or very near it. My mother built the house on this property in the sixties, before most of the development of this neighborhood. We had a hand-dug well of about 25 feet deep which went dry for several years during the prolonged drought of the late eighties and early nineties. A second well was drilled then to a depth of about 60 feet, which has served since. I think one can, without any evidence, think of this drop in water level as a possible consequence of increased extraction due to the sinking of new wells in the vicinity, and especially, of the school's wells. I am, therefore, concerned that the present project might further lower the water level locally and impact my and my neighbors' wells, since there will be more wells and deeper wells pulling water out of the same aquifer at the same locations and even closer. 2-1

Further, there is a spring at the Northwest corner of my land which might be impacted. The water from this spring flows along my western border into the school's land and then westerly, crossing Gurley Lane into the property at 10600 Gurley and eventually, I suppose, into Slaughterhouse Gulch. 2-2

I have looked at the posted hydrogeological study (Appendix A to Subsequent MNA) and am not at all put at ease by it. One of my discomforts with the hydrological study is that it discusses water balance in terms of a 12.4 acre drainage area, presumably because that defined area is the one most likely to be impacted. Yet, in spite of this, none of the private wells in that defined area was monitored during the pumping tests. My property is depicted in Figure 18 of that study as the second most northerly impervious area circled in the drainage area. Given the vagaries of underground formations, it would have been easy to monitor nearby wells in this defined area. 2-3

Indeed, the study's discussion of water balance is rather disturbing. Throughout, the study emphasizes that water levels in this geological setting are extremely sensitive to rainfall. The study says that of the rainfall on this defined area, only 28.3 af/a goes into the soil. But of that, 18 to 27 af/a are potentially evapotranspirated. That surely means that very little if at all goes into the groundwater, that is, into the saturated layer of the soil, which is source for our shallow wells. Yet, the mitigation for this possible, negative impact on local wells is to limit extraction of the new wells to 24.15 af/a. Where will that water come from? 2-4

Presumably, from inflows into this defined area across its eastern boundary. The discussion shows a possible maximum inflow of 180 af/a. But again, where is that water coming from? East of Cummings Lane the land slopes eastwards (not westwards) towards and into Jack 2-5

Peters Gulch. Presumably, the groundwater is flowing in that direction too and not into the impacted area. 2-5 Cont.

The mitigation, then, seems to me not plausible. If the new wells are extracting 24 af every year from the ground, the water level will have to drop, likely by a couple of feet, averaged out through the year. 2-6

The project, then, might be seen as moving water from the natural ground storage to manmade storage above ground so that it can be readily accessed in case of fire in the village. 2-7

The mitigation offered also speaks of continuous monitoring of groundwater levels. That seems absolutely necessary to avoid what seems likely. However, what will one do if levels do fall locally? And, how much fall will be tolerated? Would all the expense of this project be wasted if there is not enough groundwater to keep the 600,000 gallon tanks filled? 2-8

The present project seems to be a combination of the refurbishing of the old wells and tanks with the project for the expanded use of recycled wastewater. But the wastewater seems to have dropped out in favor of an extraordinarily large extraction of fresh water to replace the proposed recycle water. Is that not a step backward? 2-9

--

Max Yeh

HABEMATOLEL POMO
CULTURAL RESOURCES

May 19, 2023

Mendocino Unified School District

Attn: Jason Morse, Superintendent, MUSD
44141 Little Lake Road
Mendocino, CA 95460

RE: Mendocino County Community Services District, Water Tank Project, HP-20221013-03

Dear Mr. Jason Morse:

Thank you for your project notification letter dated May 12, 2023, regarding cultural information on or near the proposed modified project including replacement water storage tanks, new groundwater wells, a replacement water treatment building, and new on-site access roads at MUSD-owned property at 44020 Little Lake Road, Mendocino County. We appreciate your effort to contact us.

The Habematolel Pomo Cultural Resources Department has reviewed the project and concluded that it is not within the Aboriginal territories of the Habematolel Pomo of Upper Lake. Therefore, we respectfully decline any comment on this project. However, based on the information provided, please defer correspondence to the following: 3-1

Manchester Band of Pomo Indians of the-
Manchester Point Arena Rancheria
P.O. Box 623
Point Arena, CA 95468
Email: lisa.elgin@yahoo.com

Sherwood Valley Band of Pomo Indians
Attn: Valeria Stanley - THPO
190 Sherwood Hill Drive
Willits, CA 95490
Email: svrthpo@sherwoodband.com

Please refer to identification number HP–20221013-03 in any future correspondence with Habematolel Pomo of Upper Lake concerning this project.

Thank you for providing us with this notice and the opportunity to comment.

Sincerely,

Robert Geary
Cultural Resources Director/Tribal Historic Preservation Officer

From: Max Yeh [mailto:maxwyeh@gmail.com]
Sent: Friday, May 19, 2023 1:39 PM
To: Jason Morse <jmorse@mcn.org>
Cc: Norman de Vall <ndevall@mcn.org>
Subject: Re: Comment on Notice of Intent to Adopt

Thank you, Jason,

Your quick response is reassuring. I look forward to having more information. My main concern is that a proper water balance be estimated regarding a properly design area of concerned impact. In my mind, that would include mapping the groundwaters of that area of possible impacts through both observed drawdown situations and surveys of drillers logs. 4-1

Another concern is the extent to which pumping on the direct path of the water flows into the village does not in fact reduce well capacities there. 4-2

Thanks, again.

From: Robert and/or Christina Aranguren [mailto:villageduo@gmail.com]
Sent: Wednesday, May 24, 2023 11:17 AM
To: Jason Morse <jmorse@mcn.org>
Subject: Notice of Intent to Adopt a Mitigated Negative Declaration: Public Comment Period Request.

Mr. Jason Morse
Superintendent, Mendocino Unified School District
44141 Little Lake Road
Mendocino, California 95460

Re: Notice of Intent to Adopt a Mitigated Negative Declaration; Water System Reconstruction Project - Water Supply and Storage Improvements

Mr. Morse;

In light of new information effected by an amendment to the UMBDRF Grant Agreement currently under consideration by the California Department of Water Resources and the Mendocino City Community Services District, we respectfully request that the public comment period for the Subsequent Mitigated Negative Declaration for a water system reconstruction project be modified from May 11- June 9, 2023 and reopened after finalization of said amendment. 5-1

Please forward a copy of the amendment when finalized.

Please also confirm that you have received these comments and place them into the administrative record.

Thank you,

Christina and Bob Aranguren

bcc: Interested parties=

From: Max Yeh [mailto:maxwyeh@gmail.com]
Sent: Friday, May 26, 2023 4:40 PM
To: Jason Morse <jmorse@mcn.org>
Cc: Marlena Dooley <bourbonm@mendocinocounty.org>
Subject: Request for Delay

Dear Mr. Morse,

Please convey to the Board of Trustees of the Mendocino Unified School District my request not to schedule the public meeting at which the Board plans to consider adopting the Subsequent MND and approving the modified project for June 13. 6-1

I base this request on both the public's need and the District's need to research the very significant difference between the initial and previously approved MND and the subsequent MND. The agreement with MCCSD to store and supply water to the water district's members not only increases the size of the project (a three-fold increase in storage capacity and a six-fold increase in pumping capacity, with a "mitigated limit" of over 24 AFY -- or 15 gallons per minute, the equivalent of 5 to 7 of the new wells pumping 24/7 for the whole year or about the total production of all 13 wells pumping continuously for the 6 months of the dry season). The addition of 11 new wells, including a 400 foot deep well increases the uncertainty of the project's environmental impact dramatically. In fact, one might argue that the agreement changes the nature of the project entirely. 6-2

While the public has been long aware of the project, many people have thought that the project was simply that proposed and 6-3

approved three years ago. The very large change in project still seems to be relatively unknown and unconsidered by the public. I certainly did not know of MCCSD's role in this project until I received the Notice of Intent in the mail. Only through some very long hours on the internet have I come to some understanding of the hydrological as well as administrative and legal complexities of the project.

6-3 Cont.

I do not think that given the possible hydrological impacts of this project, the Board's hydrological assessment is sufficient to warrant a decision at this short notice. The hydrogeological assessment was not a study of the possible impacts on the groundwater system from which the project intends to extract water. It focuses instead on the lack of water in the village (MCCSD's concern) and the possibility of sufficient water in the MUSD site to offset the village's water deficit. It, thus, is not directed at the environmental impact of this project; although, it obviously, touches on it. It is a matter of law and of common sense that before money is spent drilling wells, the impact on neighboring wells be studied. I believe it prudent for the Board to give itself the time to do such a study. Even the report itself refers to a more thorough hydrological study.

6-4

The local geological formations in this local aquifer are unknown. Look, for example, at the direction of flow. Overall, of course, we can say that water is flowing west towards the ocean, but if you look at the surface contours, you will see that the paved portion of Cummings Lane forms a kind of ridge such that surface water on the east is flowing north and east towards Jack Peters gulch while run-off on the west is flowing west. Past the pavement along Cummings, run-off is steeply going north. Meanwhile, clearly at the

6-5

School the water at some point, perhaps at Little Lake Road is flowing south towards Big River. While the surface contours are not necessarily followed by the hardrock formations underlying the shallow aquifer, they give some indication of how complex the situation might be. The proposed well-field may, indeed, be on or near the cusp of some formation that seriously disturbs the generalized western flow pattern. Not knowing any of this, the Board and the public can hardly have any certainty about what local, neighboring wells will or will not be negatively impacted by the project.

6-5 Cont.

Indeed, the gaps in geological information are such that the study does not even assure the reader that withdrawing large amounts of water from the general pathway will not impact the village wells negatively. If that happens, and village wells go dry more frequently because of a reduced underground flow, then the project is just a boondoggle.

6-6

Not only is there a hydrological problem for which the Board and the public need more information, but there is a legal problem. California groundwater law is based on what is called "correlative rights"; that is, all property owners have equal rights to the water underlying their properties. They are correlative in the sense that all are obligated to share in using the water reasonably. That reasonableness was defined by the Supreme Court in the case *Katz v. Walkinshaw* (1903). During times of plenty, water users can extract excess groundwater and sell it, for example, or use it elsewhere; however, during times of scarcity, taking water off the property which overlies the shared water is unreasonable use, a violation of basic groundwater law. Surely, the Board needs to

6-7

consider the extent to which its agreement with MCCSD does or does not violate basic legal principles, and any change in that agreement may take time to effect.

6-7 Cont.

Related to this legal issue is an administrative question of why MUSD is avoiding a thorough Environmental Impact Report by issuing a Mitigated Negative Declaration. Certainly, an MND was justified in the initial project, which was simply to renovate MUSD's system. But it is difficult to see the Subsequent project as simply a modification of that initial project. The project's intent is different, its activity so much larger, and the impact possibly much more significant. To make such a drastic and consequential change and to treat that change administratively as a simple modification, allowing only a month for the public to grapple with the new project, may fit the letter of the CEQA but certainly not its spirit of open and public debate.

6-8

Finally, I think MUSD must consider its liability in relation to effecting a transfer of groundwater from one district (Mendocino Water Agency, who has authority for managing the groundwater where MUSD plans to extract groundwater) to another (MCCSD) enacting a "tragedy of the commons" (the diminishment of the commons due to free competition for the commons), something the Sustainable Groundwater Management Act was invented to prevent. Elinor Ostram demonstrated that local management of resources could prevent the tragic destruction of the commons because all local users have an interest in preserving the commons and share in both the profit and the cost. But in this project, by sourcing water from outside its water management area, MCCSD, with the aid of MUSD, separates the benefits from the costs.

6-9

MCCSD benefits from this project; while, those outside of that district, such as myself and other water users external to the water district pay the costs. The project violates the very principle of local, shareholders' management and sustainable, limited natural resources on which MCCSD is founded. Does the Board of MUSD understand the long-term consequences of this action? 6-9 Cont.

In short, I think the issues raised by the enlargement and change in the project warrant more time for study on all our parts. 6-10

Max Yeh

10800 Cummings Lane

May 25, 2023

--
Max

From: Max Yeh [mailto:maxwyeh@gmail.com]
Sent: Tuesday, May 30, 2023 4:41 PM
To: Jason Morse <jmorse@mcn.org>
Cc: Rob Fitzsimmons <fitzsimmonsr@mendocinocounty.org>; Pallmann Christina <pallmannc@mendocinocounty.org>; Marlena Dooley <bourbonm@mendocinocounty.org>; pb@mcn.org; matthewohalloran@mac.com; sf_pjm@earthlink.net; kengio78@gmail.com; Rihan <rihan.yeh@gmail.com>; lhatofsky@mcn.org; dbburke@mcn.org; katgio53@gmail.com; claudiab@mcn.org; daveygjones@msn.com; smaeder@mcn.org; nikolas_stergios@hotmail.com; toddwalton@mcn.org; monicast@earthlink.net; Rich Jung <rjung@mcn.org>; Norman de Vall <ndevall@mcn.org>; pizzicato@pacific.net
Subject: Further Comment on Subsequent MND

Dear Jason,

In your reply to my first comment on the MND, you mentioned that the 24.15 AFY limitation mitigation was a maximum. I think you meant that the extraction from the aquifer would normally not be that much and that the risk of a negative impact upon local wells may, therefore, be less than I fear.

I have since looked more closely at the issue, and I am, in fact, more fearful. Attached please find my comments on the significance of this mitigation. 7-1

--
Max

The 24.15 AFY "mitigation"

I. Present, normal use [*Subsequent*, p. 13]: 4488 gallons per day.

4488 g/d x 365 days/year = 1,638,120 g/year = 1,638,120 g/y / 325,851 g/acre feet = 5.0 AFY

Therefore, the increased extraction of a maximum of 24.15 AFY is about a five-fold increase. 7-2

II. The "mitigation" is not quite a mitigation.

Based on *Subsequent MND*, Appendix A (Hydrogeological Study), 6.2, p. 20, this quantity is derived from 50% operation of the 13 wells in order to avoid inter-well interference within the well field. Using, initially a 5 gallons per minute average individual capacity for the wells, the 13 wells have a theoretical combined individual well capacity of 65 gallons per minute (105 AFY, using the conversion factor of 1.613 AFY for each gallon per minute). But because of well interference, the practical capacity of the whole field is 50% of that theoretical capacity; thus, 32 gallons per minute (or 52 AFY). 7-3

This estimated practical limit is then conditioned by the need to allow recharge of the aquifer. Thus no well in the well should pump more that 12 hours every 24 hours to allow recharge. But that proviso only means the wells can be pumped on a 12 hour cycling schedule, which by itself actually effects the 50% required by well interference (that is, the drop from 105 AFY theoretical capacity to 52 AFY practical capacity). The further drop of another 50% to the 24 AFY limitation, then, might be considered an intended limitation for mitigation's sake. 7-3 Cont.

Thus, the 24 AFY limitation is only partially a mitigation, the greater part of this "mitigation" is really an operational limitation in the project itself. On this distinction between mitigation and baseline operational limitation, see *Buena Vista Water Storage District v. Kern Water Bank Authority,* 76 Cal App. 5Th 576 (3/23/22).

III. How this mitigation scheduling allows recharge seems complicated.

Recharge is based on the difference between a cone of depression during extraction and the aquifer's resting water level. When a pump extracts water from beneath the standing water level of the saturated layer of the aquifer, the surface dips down, depressing that surface into more or less, depending on the soil composition and formation, a cone (like water running out of your bathtub). When the pump stops, the water level restores itself slowly as water from adjacent areas flows into the conical depression. It seems difficult to understand how the scheduled mitigation actually will work if continuous pumping will in fact produce a perpetual cone of depression in the well-field, albeit a moving cone. Water from outside the well-field area will be continuously moving towards the well-field. That is to say, pumping at this extraction rate will mean a permanent, local depression of the water table, forcing water from surrounding areas to inflow and thus change the flow direction which is determined theoretically by the gradient of the resting aquifer surface. 7-4

Further, the rate of recharge is dependent on the transmissivity of the aquifer (it's porosity or ability to pass water) which varies widely in the clay/sand mix of this aquifer, so the calculated transmissivity during the tests on well #1, #2, and #6 might not be extrapolatable. 7-5

IV. A final word on this "mitigation" of 24.15 AFY

This number is an annual rate of flow. Though it is numerically the same as the pumping rate, it references something different. Since the groundwater levels are seasonal, it is reasonable to think that MCCSD's needs will also be seasonal. That suggests that the maximum pumping will be during the months of scarcity. That means that the 24.15 AFY could or would be withdrawn during, say, 6 months and not violate the "mitigated" limit for the year, since the well-field practically can support double that rate of pumping. In order to extract 25 AF in 6 months, the pumps would be pumping at 32 gallons a minute (the equivalent of 50 AFY), the maximum practical capacity of the well-field. Another way to say this is that the mitigation limit of 24.15 AFY allows water to be extracted at full well-field capacity for 6 months of the year. The "mitigation" is, in fact, no mitigation at all. During the months of scarcity, at the time of all our greatest need, extraction will be at its maximum. The greatly enlarged storage tanks will not appreciable buffer this extraction, because they contain about a week's supply of the village's needs. 7-6

Why is there no Sufficiency of Water study?

Dear Jason,

In my initial comment on the MUSD Subsequent MND, I mentioned rather informally the problem with the hydrologic study on which the MND bases the optimism that water impact will be insignificant after mitigation. Now that I have looked closely at the issue, I add the attached detailed support for my opinion. I hope the Board will take it into consideration. 8-1

--
Max

Water Balance

I. **A water balance** (or water budget or water availability analysis) is simply a quantification of the water going into and out of any given area so that one can evaluate the impact of a water project on the area's groundwater. A true water budget is not conceptually or arithmetically difficult. One defines the area of impact, and then one sums up the amount of water coming into that localized aquifer and subtracts how much is going out. The result will give an estimate of whether the project depletes or does not deplete the aquifer. Obviously, such a calculation must form the basis of any decision regarding sustainability of both the groundwater and of the water project itself. 8-2

Yet, in "Water Budget," section 4.2 of *Subsequent MND,* Appendix A, the hydrologist clearly says, "A full water budget is outside the scope of this report." The report, then, does not satisfy MUSD's need to address groundwater impact and sustainability. The report has other intentions but, as a kind of side issue, gives some information pertinent to the task of a water budget.

The study defines a 12.4 acre area as the area of interest without explaining the criteria for this delineation. The area is not centered or approximately centered on the proposed well-field, nor does it show the area downstream from the well-field. Therefore, its definition does not seem to be motivated by an intent in the hydrologic impact of the proposed well-field, and that in itself should give concern if one were to base any decisions about impact on this study. 8-3

The study provides the following information on the defined area: 28.3 AFY goes into the groundwater after the run-off is subtracted; 18 to 27 acre feet are evaporated off the vegetation into the atmosphere every year; and 180 AFY are said to be possibly flowing into this area's groundwater along the eastern surface of the aquifer. The presented "water budget" seems to say, without saying so, that there is plenty of water in the ground. 8-4

But the study leaves out the amount of water that the wells in this defined area already withdraw every year. MUSD uses about 5 AFY, and there are 5 private wells in this defined area using, say 1 AFY each. And more significantly, the study leaves out the amount of water flowing out of this area on its western side. If we estimate these quantities we could do an apparent water balance calculation for the present time. 8-5

II. **An apparent water balance** would look like this:

Water In:		Water Out:	
Rain minus runoff:	28.3 AFY	Evaporation off the vegetation:	18 to 27 AFY
Aquifer inflow:	180 AFY	Present Usage:	10 AFY
		Aquifer outflow:	[180 AFY]
Totals:	208.3 AFY		208 to 217 AFY

8-6

I have set the aquifer outflow to equal the inflow in the interest of sustainability, maintaining the capacity of the aquifer to store a sustained amount of water. This area is

neither becoming a swamp nor a desert; that is, we are neither rapidly gaining or rapidly losing water in this area. There seems to be a relative balance or a slight loss of water capacity because we and the environment use about the same of water the heavens give us. But I do not see where the increased water consumption of the project can come from.

8-6 Cont.

While Appendix A gives the impression of water aplenty, it actually, when the gaps are filled in, evidences that there may not be sufficient water for the project without significantly lowering the outward flow downstream, that is, reducing the flow into the MCCSD's management area, somewhat of an irony given that MCCSD's shortfalls are the reason for the much expanded extraction. Perhaps a greater irony is that Appendix A does not even satisfy MCCSD's own requirements for permitting new wells (*Subsequent MND*, Appendix D, Ordinance 2020-1). These mandate proof of adequate supply, hydrologic attention to neighboring wells, analysis of cumulative adverse effects, and criteria for unacceptable impacts. Since MUSD's project lies outside MCCSD's jurisdiction, California Water Code §10711 prohibits application of this Ordinance without permission from the County.

8-7

III. **Sustainability**. Allow me to remind the Board that 24 AF of water is 2 feet of water extending over 12 acres, the size of the defined area. Extracting that amount will not reduce the 15 foot thick aquifer to 13 feet in one year, but it will take that much water out of the flow westward. How much the water table will drop locally depends not just on the conductivity of the soil but on the bedrock formations under the aquifer and on groundwater storage upstream of us. All these are unknown.

8-8

If the MUSD is seriously interested in the sustainability of the aquifer from which it wants to extract 24 AF of water a year, it must commission a proper hydrologic impact study which would include studies of the impact on local wells as well as a proper water availability analysis. It cannot make any decisions on this project without a suitable water availability analysis. I have looked at three hydrologic studies associated with this project

8-9

-- Appendix A, the well-siting study, and the test study of well #6. All are very specific for their intended purposes, and none answers to a proper water balance study.

MUSD must have some facts before it can approve the project.

8-9 Cont.

Dear Jason,

I add to my comments on the modified MND in discussing three issues whose impacts I think the declaration ignores. These are the drilling of a 400 foot well, much deeper than any in the vicinity, the relationship between MUSD and MCCSD, and climate change. Please see the attachment. 9-1

--
Max

Elephants in MUSD's Room

I. The plan to drill a 400 foot deep-well as part of this project is concerning because no consideration is given in the *Subsequent MND* for its impact, which might affect a greater area of land than any of the shallow wells. Presumably, this deep well is an experiment to test the ability of the fragmented rock layer subsisting under the shallow aquifer to produce water and possibly to find another deep aquifer below the rock substrata. But nothing seems to be known about the geology of this probe, and no consideration is given to the interconnections between the unconfined shallow aquifer and the rock formations beneath. While the hydrology report recommends the use of a well seal at the bedrock surface, this expedient only prevents direct pumping from the shallow aquifer above. We have no idea of the natural continuities between the upper, shallow aquifer and the lower, bedrock aquifer, so that nothing is known of the indirect effects of pumping (the cone of depression resulting from the pumping). It seems possible that draw-down at the 400 foot well can have extensive, lateral impacts on neighboring wells given the depth of its cone of depression, the possibility of permanently repeated 12 hour pumping during extensive time periods of water scarcity, the low conductivity of the rock formations which impedes recharge. 9-2

II. But the second elephant is possibly much larger. The *Subsequent MND* gives no details of the relationship of MCCSD to the proposed project and thus ignores both the need and reason for this enormously expanded project. More importantly, it fails to describe or even to itemize the disposition of five times as much water as MUSD itself uses (as property owner of the point of diversion, extractor, and water right holder of this water). Water rights are strictly tied to beneficial and reasonable use. In the proposal, it 9-3

is simply claimed that MCCSD needs water (apparently because it manages an overdrafted aquifer) and this project will supply the shortfall in its management. Nothing is said about when, how, or for what use water will be given to MCCSD. Since domestic water use is statutorily the highest form of water use, should MUSD simply assume that MCCSD's use will be domestic rather than, say, commercial (since supporting the tourist industry is one of MDDSD's concerns), or will there be specification of how MCCSD uses the water?

9-3 Cont.

In the governing Memorandum of Understanding (4/20/23) -- which surely should form part of the *Subsequent MND* -- only two references are made to water disposition: item 3, which states, "Equitable access to water during periods of drought will be mutually determined between MUSD and MCCSD once all MUSD potable water needs are met" and item 12, "MCCSD and MUSD will make sure water is accessible to the Fire Departments as needed for emergency fire suppression."

These are extraordinarily vague statements given that the water is being extracted from an aquifer neither party is responsible for.

9-4

The word "drought" is undefined, allowing, in perpetuity, any *ad hoc* water shortage to be a reason for extraction. Indeed, the MOU itself states that wells in the village run dry every summer. This agreement, then, suggests that water from this underlying aquifer might be transferred off-site every summer. Given the regular shortfall in the MCCSD, the district might be considered to be in perpetual drought. Similarly, "Fire Departments" is undefined, and that lack opens a huge door for extraction.

It is not clear that maximum extraction for 6 months of every year will not be the norm, causing the possibility if not the probability that this project's impact on the local aquifer will be constantly maximized, a harm which the MND simply ignores not having supporting evidence from a hydrological balance study or an availability of water study.

9-5

Has the MUSD thought through the legal liabilities the MOU places on it? If the MCCSD misuses the water, will MUSD be responsible? If a neighboring well goes dry, will MUSD be liable? And since beneficial use creates water rights, who is really the owner of these newly created groundwater rights, MUSD, the extractor, or MCCSD, the user? Then there is a legal question of using an MOU -- which is not a legally binding document as distinct from a joint powers agreement -- as the foundational justification for this large and perpetual extraction that violates overlying water right laws, that contributes to unsustainable overuse of groundwater, and that divides the community.

9-6

III. The third elephant in the room is, of course, climate change. It is remarkable that the declaration deals with environmental impacts as if these were limited to short term effects such as draw-downs and recoveries during pumping. Surely, the primary issue during climate change is long term effects. How much will the aquifer lose over time? Is this project sustainable given climate change? The MUSD's hydrology water budget shows that in the defined area, we use what the rains bring, and my apparent water balance calculation shows that to supply the additional extraction will require losing stored water. How long before complete depletion? Before the MUSD can declare no significant water impact, should it not consider impact as "cumulative" as the CEQA directs?

9-7

Dear Jason,

My previous comments focused mostly on the project. In this new comment, I reframe those issues and add some new ones by considering the MND as a CEQA document. The reframing adds new considerations to the previously mentioned concerns. Please see the attached. 10-1

--
Max

Discretion and Public Trust

I. The CEQA requires the approval of a **Mitigated Negative Declaration** (in place of an Environmental Impact Report) when all negative factors of a project are mitigated so that clearly less than or no significant effect on the environment is reasonably prognosticated and when no substantial evidence exists in light of the whole record before MUSD that the project may have a significant effect on the environment. Section 15369.5. The MND, then, serves as a project description which includes the agency's declaration, in each category of environmental impact, as to the success of the planned mitigation in reducing the negative effect to insignificance. While it relieves the MUSD of an EIR's detailed analysis of effects, of the presentation of relevant data in detail, and of discussions of alternatives, in so far as it is the document, like the EIR, which decision-makers, other affected agencies, and the public must use to evaluate and review the project, to balance its benefits against its costs, to consider the mitigations and alternatives, the MND needs to meet as rigorous a standard of adequacy as a full EIR, especially regarding its project description. 10-2

That standard for EIRs has been elaborated by the courts; see, for example, *County on Inyo v. City of Los Angeles (1977)* Cal.App. 3d 185; *Ocean Street Extension Neighborhood Assoc. v. City of Santa Cruz (2002)* 73 Cal.App. 5Th 985; *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App. 4th 645; *Buena Vista Water Storage District v. Kern County Water Authority* (2022) Cal.App. 5Th 576. A

project description in the EIR should be accurate, stable, and finite, sufficient to its intended uses.

The MUSD's *Subsequent MND* fails to meet this standard partly because it lacks the factual basis for some of its conclusions, partly because of vagueness or ambiguity, and partly because it ignores water law. Most these failures result from the expansion of the original project through its partnership with MCCSD, creating a relationship that is unexplained, not described, and seemingly not analyzed. That relationship is not legally binding and therefore unstable so that the project's future is indeterminate and ad hoc. How, then, can one judge the project's efficacy and benefits? 10-2 Cont.

II. Allow me to give **a small example** (besides those more major issues I've already submitted). The project includes the water delivery by truck (up to ten trucks a day). Unexplained are by whom and to whom the deliveries are made. Only to MCCSD members but not to the people living on Cummings Lane? If MCCSD makes the deliveries to include Cummings Lane, does that not violate water codes (§10711 or §10712) that prohibit an agency from exercising authority outside its jurisdiction? Does it not violate its own rules by delivering its water to non-members? Whether MUSD or MCCSD deliver the water, isn't delivery outside MUSD's overlying property during drought illegal being, as I have stated earlier, not within its correlative overlying water right? 10-3

Where will these deliveries originate? At the point of diversion or from MUSD's pipes in the village? Will these runs not increase air pollution, as the declaration asserts by discounting them? Will they not increase traffic problems in the village or along Little Lake, as the declaration claims by saying that maintenance traffic will not increase? If the deliveries originate at the point of diversion, the trucks will be entering and exiting the public thoroughfare at a few yards from two blind curves. Will that not increase the risk of a traffic accident? If someone is accidentally killed due to the trucks, is MUSD or MCCSD responsible? How heavy are these trucks? Will they affect the pavement? Ten 10-4

water trucks a day going downhill on Little Lake through a school zone, in perpetuity (or until the water runs out)? There are many unanswered questions.

10-4 Cont.

III. The **biological review** upon which the declaration based its successful mitigation seems entirely limited to MUSD property. If there is a lowering of the water table and thus a consequent aridification of the vadose layer, tree growth outside the property might be affected. I have old redwoods near the MUSD property, and though these are not legally protected, they may be harmed. Similarly, I have Bishop Pines on my property very near the proposed well-field, and I have seen these die out or stunted due to aridification over the half century we have been on this land. The largest, which has a girth of about 10 feet, is already struggling. Thus, I find it significant that my neighbor's well that is on the far side of me from the MUSD wells went dry the summer of 2021 or that in the 80s and 90s my shallow well went several years without recovery. Similarly, I find concerning the suggestion in one of the hydrologic studies (perhaps the pump test of well #6 -- which is no longer on MCCSD's website since a few days ago) that MUSD's present wells have a lower water level than the surrounding water table, perhaps indicating long term depression due to pumping. Finally, the suggestion (also, perhaps from the well #6 study) that there are geological signs of another, smaller and previously unknown terrace formation suggests to me that the bedrock formation is unknown and thus the direction or directions of flow in the aquifer is unknown: critical knowledge for determining impact.

10-5

IV. Throughout this MND, the **indeterminate relationship** between the two agencies makes words ambiguous or simply leak meaning. The MND says on page 1-2 that MCCSD's grant is to provide an "emergency water supply for community use during periods of drought when many private wells run dry." In the CEQA the word "emergency" is specifically defined as "sudden, unexpected" [§15359]. How does that apply to Mendocino village's yearly summer and early fall predicament? Similarly, as I've mentioned in another comment, is "drought" a technical term related to official declarations or is it a layman's term meaning shortage of water? Does MCCSD have the

10-6

authority in this project to declare drought, or does its members get water by needing it? If the latter, will MCCSD give priority to MUSD's neighbors as it has agreed in the MOU to give priority to MUSD? Do MCCSD and MUSD even have the authority to decide priorities of use for this groundwater for which we, the neighbors, have correlative rights? Since MND's statement is about MCCSD's grant, "community" clearly refers to the MCCSD community, so are the people of Cummings Lane no longer part of the community?

10-6 Cont.

Even technical matters are affected by this undefined relationship. In the Water Budget section of Appendix A, the hydrogeological report, the defined area of interest very deliberately excludes consideration of MCCSD members wells, presumably because any impact on them would be mitigated by the project itself. Or, during drawdown tests, the only two wells off the MUSD property monitored were MCCSD wells in aquifers distinct from the pumped wells (at 10600 Gurley in the creek alluvium and at 10651 Gurley, a well screened only in the deep, bedrock aquifer). As one might expect, neither showed disturbances from the pumping on MUSD's shallow wells. I suspect these choices resulted from the study's primary intent, which seems to have been a feasibility study for MCCSD's part of the project.

10-7

The piggybacking of two projects creates innumerable problems of unclarity (is this a pseudo-annexation by MCCSD?), all of which disturb the accuracy, stability, and finiteness of the *Subsequent MND* as a proper and useful project description, bringing up a legal question of discretion and public trust.

10-8

Dear Jason,

As in my previous missive, I am winding down my comments by mostly reframing some of my earlier comments in ways that give them added context. In this comment, I simply look at general legal issues rather than specifically CEQA topics. Please see attached. 11-1

--
Max

Law in Summary

I. While the *Subsequent MND* is a CEQA document and to be judged as such, it cannot propose to violate **law**. I understand that an MOU is frequently encouraged in California as a method of interagency action on many issues. However, this present project may not be amenable to this kind of agreement because the project intends to provide water for MCCSD for a long time. This long operation nevertheless depends on an infrastructure which is located entirely on land over which MCCSD does not have ownership and depends on water to which MCCSD does not have the right of access. The MOU presumably could be terminated for whatever reason, the MOU not specifying how and under what circumstances one party or the other may withdraw (because it is not a contractual agreement, I assume). Therefore, I wonder if **public moneys** granted to MCCSD can be spent to finance a project over which it has no authority. 11-2

II. More important is the violation of **water law**, which I here summarize. In California, groundwater belongs to the State constitutionally, statutorily, and by case law. The State's ownership is not possessive but in trust for the people. But the <u>right</u> to use groundwater belongs to the appropriator for beneficial and reasonable use. That right is 11-3

"overlying" in the sense that ownership of land gives the landowner the right to use the water underlying the land. The right is "appurtenant" to the land, part of the land's ownership. That right is "correlative" in the sense that all landowners must share in the water and in its scarcity. That right is "usufructuary" in the sense that the water is to be used to fructify those overlying properties for the benefit of the landowners.[1] These are all principles of equity among a community of property owners. When there is plenty of water, these priniciples are not violated by sending excess water off the owned property. But in times of scarcity, transporting groundwater off MUSD's property violates the equity of law, violates that community (which is not the "community" imagined in the MND, not the "community" of MCCSD, but an inclusive one). MUSD's vaguely worded *Subsequent MND* violates the law in three respects:

- Its proposed use of water is not usufructuary but on behalf of another entity.
- It gives without authority an entity without overlying rights the right to access and use of groundwater.
- Since MCCSD's usage is significantly non-domestic (at least 15%), the proposal violates the equity principle of shared scarcity.

All these violations result from the *Subsequent MND*'s failure to discover whether the aquifer has excess water during times of water scarcity and to consider water use during scarcity.

11-3 Cont.

[1] For this characterization of basic water law principles, see California Water Law: A Research Guide by Tobe Liebert :: SSRN .

June 9, 2023

Mr. Jason Morse, Superintendent
Mendocino Unified School District
44141 Little Lake Road Mendocino, CA. 95460

Re: Subsequent Mitigated Negative Declaration for Water System Reconstruction Project - Water Supply and Storage Improvements

Dear Mr. Morse;

MendoMatters appreciates the opportunity to review and comment upon the Subsequent Mitigated Negative Declaration ("SMND") for the Water System Reconstruction Project - Water Supply and Storage Improvements. The following comments have been drafted in consultation with Amy Minteer, of Carstens, Black, & Minteer LLP, an experienced practitioner under the California Environmental Quality Act ("CEQA"): 12-1

Procedural Issues

- The SMND represents an entirely different project. Reliance upon an Initial Study and Mitigated Negative Declaration ("IS/MND") for a project planned, prepared, and approved in 2016-2022 as a Mendocino Unified School District ("MUSD") Water System Reconstruction Project is no longer valid, is insufficient, and constitutes improper segmentation pursuant to CEQA. A subsequent MND is only allowable when there are significant changes to an existing project. (CEQA Guidelines S. 15162.) The 2023 project ("Modified Project") is substantially changed in scope, nature, and purpose — it is a completely new project. Full environmental review and comprehensive mitigation measures are needed to address significant changes in conditions, to avoid improper segmentation, and to protect public lives, properties, and the natural resources held in trust for them by the State of California. 12-2

- The SMND incorrectly identifies MUSD as the lead agency for the Modified Project. In approving a Memo of Understanding between MCCSD and MUSD on August 29, 2022, MCCSD President D. Murphy publicly announced that MCCSD would maintain full discretion in any and all decisions relating to the project. CEQA requires that the lead agency must have discretion authority over the proposed project. (CEQA Guidelines, S. 15367; MCCSD BOD Meeting, Agenda Item 13.(a), 8/29/22.) 12-3

- Additionally, CEQA provides that "Where two or more public agencies will be involved with a project, the determination of which agency will be the lead agency shall be governed by the following criteria: (a) If the project will be carried out by a public agency, that agency shall be the lead agency even if the project would be located within 12-4

the jurisdiction of another public agency". (CEQA Guidelines S. 15051.) Here, the Modified Project would be carried out by the Mendocino City Community Services District ("MCCSD"), thus MCCSD and not MUSD is the correct lead agency under CEQA.

12-4 Cont.

The SMND Relies on an Incomplete and Inadequate Project Description

- CEQA requires that an environmental review document contain "(a)n accurate, stable, and finite project description". (County of Inyo v. City of Los Angeles (1977) 71 Cal.App. 3d 185, 193; see also Washoe Meadows Community v. Department of Parks and Recreation (2017) 17 Cal. App. 5th, 277, 288.) This includes a requirement that "(a)ll phases of project planning, implementation and operation must be considered." (CEQA Guidelines S. 15063, subd. (a).) This also requires an assessment of "the whole of an action", including activities that are a reasonably foreseeable consequence of a project. (CEQA Guidelines S. 15378.) The SMND fails to account for a reasonably foreseeable future project under consideration to develop a regional, municipal, or public water system the Modified Project is currently under discussion to become and is new information. Further evaluation and full environmental review are needed to account for any/all significant cumulative impacts caused or created by a said system, including those with the potential to be growth-inducing. The SMND lacks the conditions and provisions necessary to prevent any adverse impacts that an organized water system could cause or create. Any claims in the SMND that "The Modified Project is not part of a potential future larger community water system and such a future system project would not be required to fully utilize the design capabilities included in the Modified Project" is not supported by evidence and contradicts prior discussions and communications of participating agencies and project management. As a reasonably foreseeable future project whose development is dependent upon construction of the Modified Project, it is inconsistent with the SMND in failing to account for it. (MCCSD Regular Meeting, 2/27/23; Letter of the SWRCB, Northern Engagement Unit, Division of Drinking Water, SAFER, 5/19/23.)

12-5

- The SMND conflicts with terms of grant agreements between MUSD and the State Water Resources Control Board ("SWRCB") and the MCCSD and the California Department of Water Resources ("DWR"), and fails to adequately consider substantial changes and conflicts-of-interest which have significant potential to append new information, void the contracts, and change analyses and conclusions essential for comprehensive and complete environmental review. A public request submitted on May 24, 2023 for an extension to the public comment period ending June 9, 2023 at 5 p.m. to allow that an amendment to the grant agreement of MCCSD and DWR could be reviewed by the public was considered by MUSD, denied, and did not allow opportunity for legal review prior to submission of the comments of MendoMatters. (Email communications from J. Morse, MUSD, 5/24/23 and 5/30/23; Grant Agreement of MUSD and SWRCB; Grant Agreement of MCCSD and DWR.)

12-6

- The SMND fails to provide evidence that the Modified Project and any reasonably foreseeable future project is in compliance with MUSD's mission, authority, and obligations as a California public school district to extract, treat, stored, distribute, allocate, provide, and/or sell State water resources to parties and/or parcels outside its purview and jurisdiction. The regulations that permit and allow for their authority to do so needs inclusion for comprehensive and complete environmental review. 12-7

- The SMND fails to specify the intended recipients of any water extracted, treated, stored, provided, and/or sold. Service area boundaries and specifications are needed which detail whether the Modified Project and any reasonably foreseeable future project will service the MUSD's entire 240 square mile jurisdiction, MCCSD's single square mile jurisdiction, and the transient populations therein. Note that projects using State water resources and funded by State grants are intended for California residents only and cannot be used for commercial or industrial uses pursuant to the 2012 California Human Right to Water Act. (D. D'Adamo, Vice Chair/attorney, SWRCB, 8/23/22.) 12-8

The SMND is Inadequate

- Because issuing an MND truncates the CEQA process with often minimal environmental review, CEQA's "legal standards reflect a preference for requiring an EIR to be prepared". (Mejia v. City of Los Angeles (2005) 130 Cal. App. 4th 322, 332.) An agency proposing to rely on an MND must make the analysis accompanying the proposed MND as complete and comprehensive as possible. (Long Beach Savings and Loan Association. v. Long Beach Redevelopment Agency (1986) 188 Cal. App. 3rd 249, 263.) When considering whether to require preparation of a full EIR or allow review culminating in an MND instead, a court will examine whether there is substantial evidence in the record to support a fair argument that the stated mitigation measures may not achieve the goal of reducing impacts below a level of significance. (Citizen's Com. To Save Our Village v. City of Claremont (1995) 37 Cal. App. 4th 1157.) An EIR must be prepared instead of an MND when there is substantial evidence to support that the project may have significant environmental impacts. (Public Resources Code S. 21151.) "The fair argument standard is a 'low threshold' test for requiring the preparation of an EIR". (Pocket Protectors v. City of Sacramento (2004) 124 Cal. App. 4th 903, 928.) If any substantial evidence of a potential environmental impact after the agency's proposed mitigation measures are implemented exists, then preparation of an MND is not appropriate, even if substantial evidence exists to the contrary. (Public Resources Code S. 21080(d); CEQA Guidelines S. 15064(f)(1); Friends of "B" Street v. City of Hayward (1980) 106 Cal. App. 3d 988, 1002.) 12-9

- "(T)he significance of an activity may vary with the setting." (CEQA Guidelines S. 15064(b).) A development that may have minimal impacts in an urban setting could have significant impacts in a rural area. Courts show a clear preference for resolving doubts in favor of preparing an EIR. (Architectural Heritage Association v. County of Monterey 12-10

(2004) 122 Cal. App. 4th 1095, 1110; San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus (1996) 42 Cal. App. 4th 608, 6171-6618; Stanislaus Audubon Society, Inc. v. County of Stanislaus (1995) 33 Cal. App. 4th 144, 151; Quail Botanical Gardens Foundation v. City of Encinitas (1994) 29 Cal. App. 4th 1597, 1602-03.)

12-10 Cont.

- Additionally, there must be a basis within the record to support the conclusions reached by the Initial Study. (Lighthouse Field Beach Rescue v. City of Santa Cruz (2005) 131 Cal. App. 4th 1170, 1201.). "Where an agency … fails to gather information and undertake an adequate environmental analysis in its initial study, a negative declaration is inappropriate." (El Dorado County Taxpayers for Quality Growth v. County of El Dorado (2004) 122 Cal App. 4th 1591, 1597, citations omitted.) Failure to adequately analyze all of a project's potentially significant impacts or provide evidence to support conclusions reached in the initial study is a failure to comply with the law. Further, failure to analyze a potential impact of component of a project "enlarges the scope of fair argument by lending plausibility to a wider range of inferences." (Sundstrom v. County of Mendocino (1988) Cal. App. 3d 296, 311.) This is because an "agency should not be allowed to hide behind its own failure to gather relevant data". (Sundstrom, supra, 202 Cal. App. 3d 296, 311; see also El Dorado County Taxpayers for Quality Growth v. County of El Dorado (2004) 122 Cal. App. 4th 1591, 1597.)

12-11

- Here, the SMND is inadequate because it fails to analyze potentially significant hydrological, biological, transportation, and other impacts. Moreover, there is substantial evidence that support a fair argument that the Modified Project and any reasonably foreseeable future project may have adverse cumulative environmental effects, necessitating the preparation of an EIR.

12-12

- The SMND also fails to specify quantitative criteria needed to account for the volume, distribution, allocation, sale, and user costs of any water extracted, treated, stored, transported, provided, and/or sold by the development of the Modified Project or any reasonably foreseeable future project. Without essential criteria established in advance, the SMND fails to adequately support its conclusions. Criteria is needed along with the data to support it.

12-13

- The SMND fails to specify the boundaries, transportation, tanking, and any related requirements for water deliveries involving off-loading potable water to public, mutual, and/or private storage tanks for community (or other) uses by the Modified Project or any reasonably foreseeable future project. This has significant potential to affect air quality, greenhouse gas emission, and transportation analyses. Criteria that includes any/all specific uses that will allow for water deliveries and supportive data is needed.

12-14

- While MendoMatters agrees that extensive hydrologic studies are needed for the protection of groundwater resources in the interest of the common good of present and potential uses, Ordinance 2020-01 of the MCCSD Groundwater Management Plan applies to new developments, expansions of existing use, and/or changes of use within "all real property within the boundaries of the MCCSD". The Ordinance and many of its provisions and requirements are not applicable to the MUSD-owned parcels required for construction of the Modified Project. Alternate hydrologic analyses and conclusions are needed. The SMND relies on Ordinance 2020-01 as mitigation for the Modified Project's impacts on groundwater; because this ordinance does not apply to the Project site, it has failed to provide fully enforceable mitigation and is in violation of CEQA requirements. (CEQA Guidelines S. 15126.4, subd. (a)(2).) 12-15

- The statement that MUSD performed public outreach to identify wells of interest based upon the proposed well field requires correction: MCCSD performed the public outreach. (Appendix B; Outreach Letter, MCCSD/GHD, 9/22/22.) 12-16

- The SMND fails to include in its Appendices a March 29, 2023 Well Siting Study prepared for MCCSD by GHD Engineering. Without opportunity for review, the public is unable to reveiew and comment. Without this documentation, the SMND lacks evidentiary support for its claims of less than significant impacts. 12-17

- The SMND fails to include data to confirm the Modified Project and any reasonably foreseeable future project will have sufficient water supplies available to serve its users during all water year types (very wet, wet, normal, dry, very dry, and multiple dry years) and to limit the maximum annual extraction volume in any/all water year types. Note that water hauling trucks can be observed servicing the Mendocino community during wet water years. 12-18

- The SMND fails to include historic water hauling and delivery data to corroborate the volume of water that will be required by (a yet undeterminable number and type) of users in any/all water year types for this and any reasonably foreseeable future project. 12-19

- A Hydrogeological Report prepared for MCCSD by GHD Engineering of April 19, 2023 provides that the pumping schedule may be revised from any initial recommendations based upon the actual capacity of individual wells, monitoring data, measured aquifer response, and actual future emergency water supply needs, but fails to specify a limit on the maximum annual extraction volume in any/all water year types for this and any reasonably foreseeable future project. (Appendix A; Hydrogeological Report, MCCSD, 4/19/23.) Limits on extraction, based on evidentiary support, must be established to 12-20

prevent potential impacts to existing wells, groundwater users, and to protect public trust resources. 12-20 Cont.

- Spring-fed headwaters that form Slaughterhouse Gulch stream have significant potential to be adversely affected by the over-extraction of groundwater caused or created by the future use of existing and future wells, the proposed well field, and any reasonably foreseeable future project. Further bioassessment and a complete water budget analysis of the subwatershed are needed with additional mitigation measures. Continuing, post-construction monitoring which utilizes stream gauges needs specification to prevent impacts to downstream and/or downgradient users and to protect stream flows and public trust resources. 12-21

- Slaughterhouse Gulch, a perennial Class II stream, is cited as having the potential to be adversely impacted by the proposed groundwater pumping to a potentially significant level. However, the SMND fails to note it as such. Further bioassessment and mitigation measures are needed. 12-22

- While the SMND reports anecdotal calculations of historic streamflows of Slaughterhouse Gulch, it fails to provide the evidence that supports them. Further evaluation is needed to identify existing users and diversions (if any), and to establish streamflow volumetric rates to serve as a baseline in determining adverse impacts caused or created by the Modified Project or any reasonably foreseeable future project. 12-23

- The SMND acknowledges that rare and special status species occur or are likely to occur on the Modified Project site. CEQA requires the lead agency to consult with trustee agencies prior to determining whether a MND or EIR is required for a project. (Public Resources Code S. 21080.3, subd. (a).) The California Department of Fish and Wildlife ("CDFW") is a trustee agency for natural resources, including wildlife and rare plant species, thus they are a trustee agency for the Modified Project. However, there is no evidence that MUSD consulted with CDFW prior to issuing its notice of intent to adopt a SMND. CEQA also plainly requires that a "lead agency shall send copies of the proposed MND to the State Clearinghouse for distribution to" responsible or trustee agencies that "exercise jurisdiction by law over natural resources affected by the project". There is no evidence of compliance with this legal requirement. (J. Morse, Summary Form F, List of Responsible and Trustee Agencies.) 12-24

- The SMND fails to specify the maximum annual groundwater extraction volume as opposed to an approximate or anticipated one. Subterranean streams and headwater springs are protected public trust resources. As they have significant potential to be 12-25

adversely impacted by the Modified Project or any reasonably foreseeable future project, further bioassessment and consultation with CDFW and SWRCB, Division of Water Rights are needed. If these watercourses are seasonal and determined not to continually flow off the property in some water year types, a Statement of Water Diversion and Use may be required by the SWRCB based upon the maximum volume of water diverted. 12-25 Cont.

- MendoMatters is requesting as a mitigation measure the installation of stream gauges on each of two identified but unnamed, distinct seasonal branches of upper Slaughterhouse Gulch stream. 12-26

- We request the posting of real-time monitoring metrics of all gauges required by the Modified Project or any reasonably foreseeable future project in order that the data can be publicly accessed and reviewable on the MCCSD and MUSD websites. 12-27

- We also request all well extraction data, water usage data, and/or sales data generated by the Modified Project or any reasonably future project be posted on the MCCSD and MUSD websites in order that the data can be publicly accessed and reviewable on the MCCSD and MUSD websites. 12-28

- The SMND fails to fully evaluate groundwater depletion as a potentially significant impact. Based upon the pumping analysis, off-site residential wells are not anticipated to experience drawdown associated by the operation of the proposed well field. In the protection of private and mutual wells, including any other than nine private wells determined by the SMND and reports as having the potential for drawdown and, in the protection of public health, safety, properties, and trust resources impacting a disadvantaged community ("DAC"), additional mitigation measures are needed in the event that drawdown, drying, or dewatered wells are caused or created by future operations of the proposed well field or any reasonably foreseeable future project. Specific provisions are needed to mitigate and remedy any drawdown, drying, or dewatered wells. 12-29

- The SMND fails to fully evaluate the depletion of interconnected surface waters as a potentially significant impact. As the depletion of surface waters has the potential to impact downstream streambeds, further bioassessment is warranted together with consultation with the CDFW to confirm whether a Lake and Streamed Alteration Agreement ("LSA") may be required by the Modified Project or any reasonably foreseeable future project. (CDFW, LSA Agreements, California Fish & Game Code S. 1602.) 12-30

- The SMND fails to consider potentially significant impacts to groundwater-dependent ecosystems ("GDEs") for the Modified Project and any reasonably foreseeable future project. Beyond GDEs within statute and regulations, GDEs fall under the broader California regulatory definition of the beneficial uses of groundwater and public trust resources. Lower reaches of Slaughterhouse Gulch subwatershed are identified and mapped as critical GDEs, requiring further bioassessment and consultation with the CDFW and SWRCB as well as additional mitigation measures such as the installation of stream gauge(s) within and/or adjacent the critical GDE area with continued, post-construction monitoring to prevent harm. (CDFW; SWRCB; The Nature Conservancy, Global Groundwater-Dependent Ecosystems Map, Version 1.1.0, 2022.) 12-31

- The SMND fails to fully evaluate potentially significant impacts to benthic macroinvertebrate communities ("BMIs") of hyporheic and freshwater zones. Further bioassessment and consultation with CDFW is needed as well as additional mitigation measures to prevent harm to BMIs. 12-32

- The SMND fails to include a Wildfire Impact Analysis pursuant to Sections IX and XX, CEQA. The Modified Project is located in a Moderate Fire Hazard Severity Zone and is directly contiguous to a High Fire Severity Zone with residential housing, commercial establishments, MUSD offices, and the Mendocino K-8 school. A Wildfire Impact Analysis is needed for this and any reasonable foreseeable future project. 12-33

- The SMND fails to quantity groundwater extraction data into wildfire risk models to evaluate the potential for elevated wildfire risks created by the depletion or the chronic lowering of groundwater levels caused or created by the Modified Project and any reasonable foreseeable future project. Models and mitigation measures are needed. 12-34

- MendoMatters requests that in the protection of water quality, public health, safety, and sensitive population groups of the Mendocino K-8 school, MUSD offices, adjacent homes, and commercial establishments, that Mitigation Measure AIR-1, which allows that unpaved roads or materials be treated with chemicals or oils for purposes of dust suppression, be omitted. 12-35

The primary basis for our comments is that the SMND suffers from a number of deficiencies, inaccuracies, omissions, and errors discussed above, including: (1) it inappropriately relying on an invalid and insufficient IS/MND; (2) it failing to adequately describe the environmental setting, nature, and purpose of the Modified Project; (3) it using arbitrary, undefined, or 12-36

inappropriate criteria to determine thresholds of significance and appropriate mitigation measures; and, (4) its lack of compliance with other regulatory standards in order to conclude that the Modified Project will not have a significant impact on the environment. Additionally, the SMND contains substantial evidence which supports the fair argument that a reasonably foreseeable future project currently under discussion to develop a public, municipal, and/or regional water system and which requires the development of the Modified Project has substantial potential to cause or create significant cumulative impacts in a number of resource areas and is new information which has not been considered and necessitates the preparation of an EIR.

12-36 Cont.

MendoMatters does not challenge the original intentions of the MCCSD Board of Directors in November 2021 to develop emergency water storage for the community of Mendocino's use during periods of drought when wells go dry. We question the removal of language from the initial MOU between MCCSD and MUSD and the most recent version which effectively eliminates terms that the emergency water supply would be "for the benefit of the village of Mendocino". This not acting in the best interests of the community the MCCSD Board of Directors is obliged to serve. Nor are terms of the MOU giving MUSD priority to the water and provide that MCCSD will only have access to it "once all MUSD potable needs are met".

MendoMatters over-arching concern is that any groundwater extracted, treated, and stored is equitably distributed to the community it was originally intended for, and that limitations are established in advance for the protection of lives, health safety, properties, and the public trust resources of the People of the State of California.

12-37

Please place these comments into the administrative record.

Please also acknowledge that you have received them at: admin@mendomatters.org

Please also cc C. Aranguren upon reception of these comments at: villageduo@gmail.com

Please keep MendoMatters on any notification list pertaining to the project at: admin@mendomatters.org

12-38

Thank you,

Christina Aranguren
Chair, MendoMatters

cc: Amy Minteer, Carstens, Black, & Minteer LLP; MCCSD; California Coastal Commission; CDFW.
bcc: MendoMatters; Interested parties

Dear Jason,

In conclusion to this series of comments on the Subsequent MND, I would like to review the water budget section of your hydrologic study in greater detail than I did in my earlier apparent water balance calculation. In that earlier calculation, I accepted the parameters of the study in looking at in and out water flows relative to the soil. But really, the issue is the aquifer, that is the saturated layer of water out of which we draw by means of wells.

Above the aquifer, that is, above the water table, is the unsaturated layer of moist soil called the vadose zone, and the upper portion of the vadose layer is the root zone. Now the question I am posing is how much of the rainfall we receive on the defined area actually gets through the vadose zone and recharges the aquifer.

The study's explanation of potential evapotranspiration in the area gives the PET as 18 to 27 AFY . We do not know if this variation is a deviation in averaging rough estimates or a weather induced variation or a variation in types of vegetation or a varying combination of all three. However, I will treat it as indicating a weather variation because of the study's discussion. Actual ET increases with rain and decreases as the roots dry out. Therefore, ET hinders recharge proportionally. 13-1

Given that annual rainfall (discounting runoff) only amounts to 28.3 AFY of water going into the vadose layer, it seems likely that rainfall hardly if ever gets through the root zone of the vadose and reaches the groundwater as recharge. [There is a further hindrance to recharge: even if water passes through the root zone, the molecular forces between water and the soil will hold the water until a large enough "drop" forms for gravity to pull it down into the aquifer.]

If there is little to no recharge, then all our wells are at present depleting or potentially depleting the aquifer. We are not living off the rain. The trees are.

Hydrologic studies of the headlands, of Mendocino village, show that the wells are rain dependent, but it is a mistake to extend that generalization to our forested plot. Here, it looks like we depend on stored water. Our water table might go up and down with the rains, but that is because of inflows and outflows and not because of local recharge.

If this reasoning makes sense, then I think a computer modeling of a small area of impact (which surely should include the area just across Little Lake as well as downstream of the well-field) must be done. This modeling should use a code that calculates flow and soil moisture in the root zone and vadose layer in addition to flow in the aquifer.

Hydrologists are well aware of what might be called the conservation of error (garbage in, garbage out), so if the MUSD's hydrologists say that there is not enough data for an accurate modeling, then MUSD should consider that it is going blind into the project.

13-1
Cont.

--
Max

CALIFORNIA Water Boards

GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

June 20, 2023

Mr. Jason Morse
Mendocino Unified School District
44141 Little Lake Road
Mendocino, CA 95460

Dear Mr. Jason Morse:

SUBSEQUENT MITIGATED NEGATIVE DECLARATION (MND) FOR MENDOCINO UNIFIED SCHOOL DISTRICT (MUSD); WATER SYSTEM RECONSTUCTION PROJECT- WATER SUPPLY AND STORAGE IMPROVEMENTS (PROJECT); MENDOCINO COUNTY; STATE CLEARINGHOUSE NO. 2020080439

DOMESTIC WATER SUPPLY PERMIT AMMENDMENT

Thank you for the opportunity to review the subsequent MND for the proposed Project. The State Water Resources Control Board, Division of Drinking Water (State Water Board, DDW) is responsible for issuing water supply permits pursuant to the Safe Drinking Water Act. The Project is within the jurisdiction of DDW Mendocino District. DDW Mendocino District issues domestic water supply permit amendments to the public water systems serviced with a new or modified source of domestic water supply or new domestic water system components pursuant to Waterworks Standards (Title 22 CCR chapter 16 et. seq.). MUSD will need to apply for a water supply permit amendment for this Project. 14-1

FUNDING

MUSD has an executed Drinking Water State Revolving Fund (DWSRF) financing agreement for this Project (DWSRF No. C-06-2300584-001C). As a funding agency and a state agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board is providing the following water quality comments on the subsequent MND.

The State Water Board, Division of Financial Assistance, is responsible for administering the DWSRF Program (Program). The primary purpose for the Program is to implement the Safe Drinking Water Act and various state laws by providing financial assistance for drinking facilities improvements to provide clean potable drinking water, and thereby protect and promote health, safety and welfare of the inhabitants of the state. 14-2

All applicants seeking funding must comply with the California Environmental Quality Act (CEQA) and provide appropriate documents to the State Water Board so that it can fulfill its CEQA responsibilities, see CEQA Requirements. 14-2 Cont.

Following are specific comments on MUSD's draft subsequent MND:

- The Project scope of the MND and the scope of the DWSRF financing agreement for this Project (DWSRF No. C-06-2300584-001C) does not match. Please work with your State Water Board Project manager to request an update of the funding Project, and if approved, revision of the scope of work. Update the MND to reflect the agreed upon Project, as needed. 14-3
- The access road locations appear to depend on the well site locations. Please be sure to coordinate with the State Water Board, DDW Mendocino District Office to ensure the Project well locations will meet District requirements. If the well locations cannot be used, the access roads may need to be modified. 14-4
- The document indicates during a drought period, emergency water supplies will be used for community use and water trucks will transport such water to properties within the MUSD and the Mendocino City Community Services District service areas. Is there a current plan that will be developed that considers this action (triggers for when the truck water delivery will need to be implemented, the total amount of water that will be available, the allocated amount of water per user, the estimated number of users that will need water, and where it will come from [tanks, wells, etc.])? 14-5
    - If so, please attach the plan.
    - If not, please explain your plans or discuss how these plans will be developed as part of the Project.
        - If wells will provide the water will Mitigation HWQ-2 still be followed during emergency drought periods? If not, explain how nearby well users will be impacted and mitigated, as needed.
- How will the existing tank destruction and the tank new construction be coordinated? Will there be temporary tanks that are used in the interim? If so, where will they be stationed? Will water supply be maintained to users? 14-6

Please upload to Financial Assistance Application Submittal Tool the following applicable documents for the proposed Project, according to MUSD's CEQA process: (1) one copy of the draft and final MND with the Mitigation Monitoring and Reporting Program (MMRP), (2) the resolution adopting the MND and MMRP, (3) all comments received during the review period and the District's response to those comments, and (4) the Notice of Determination filed with the Mendocino County Clerk and the Governor's Office of Planning and Research, State Clearinghouse. In addition, please send these documents and notices of any hearings or meetings held regarding environmental review to Robyn Mendoza via email at Robyn.Mendoza@waterboards.ca.gov 14-7

Thank you for the opportunity to review MUSD's draft subsequent MND. If you have any questions or concerns, please feel free to contact me at (916) 449-5285, or by email at Lori.Schmitz@waterboards.ca.gov or contact Mrs. Bridget Binning at (916) 449-5641, or by email at Bridget.Binning@waterboards.ca.gov.

Sincerely,

Lori Schmitz
Digitally signed by Lori Schmitz
Date: 2023.06.20 17:36:56 -07'00'
Water Boards

Lori Schmitz
Environmental Scientist
Division of Financial Assistance
Special Project Review Unit
1001 I Street, 16th floor
Sacramento, CA 95814

cc: State Clearinghouse

Bridget Binning, Division of Financial Assistance

Robyn Mendoza, Division of Financial Assistance

Francine Anne Fua, Division of Financial Assistance

Zachary Rounds, Division of Drinking Water

Matt Foster, Division of Drinking Water

3. Response to Comments

This section includes responses to each comment letter and email received on the Subsequent MND.

Additionally, review of the written comments indicated that some comments were made frequently, demonstrating a common concern. To allow presentation of a response that addresses the aspects of related comments, a Master Response related to the proposed operation of the emergency water supply component of the Modified Project has been prepared.

Master Response 1 – Proposed Operation of Emergency Water Supply

This Master Response is intended to clarify details related to the operation of the proposed emergency potable water supply component of the Modified Project and estimates on the potential volume of emergency water that may reasonably be anticipated to be used during a drought condition.

Emergency Water Storage and Service Area: Once constructed and operational, the Modified Project would provide two new steel tanks providing up to 615,000 gallons of potable water storage. Of that, 115,000 gallons is to meet the recommended operational storage for the MUSD water supply system as well as a portion of the NFPA 1142 requirements and CFC CCR Title 24, Part 9 for fire flows. The remaining 500,000 gallons of water storage would be for use as an emergency water supply, managed by MCCSD for the MCCSD service area.

Conditions When Emergency Water Would Potentially Be Used: Emergency water supplies would be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water.

Range of Potential Volumes of Emergency Water to be Used: The proposed emergency water supply component of the Modified Project is not intended to replace previously used sources of emergency water supply, but rather, to supplement such supplies for greater reliability. The volume of emergency water supplies associated with the Modified Project that would be used by MCCSD would depend on the severity of a drought condition, the interim or immediate relief needs of MCCSD customers, and the availability of emergency hauled water that could be imported from other water districts.

During years when no drought conditions or water shortage emergency is in effect, no emergency water supplies would be used. During such years, people within the MCCSD service area that need supplemental water would continue to purchase water elsewhere, as is done currently and in the past, from such entities as the City of Fort Bragg or the City of Ukiah.

During the most recent drought condition, which was one of the worst in recorded State history, approximately 28,000 gallons of potable water per day was being imported from other water districts to address water shortages within the MCCSD service area over a two-month period from late September to mid-November in 2021 (Personal Communication, Ryan Rhoades, MCCSD, June 20, 2023). During this period, up to 8 trucks loads of water per day was being transported into the MCCSD service area from the City of Fort Bragg and the City of Ukiah. Over the course of the peak two-month period, this equated to the import of approximately 5 acre-feet of potable water from other water districts. Records obtained from the County of Mendocino Executive Office also indicates that 414,500 gallons of potable water (1.27 acre-feet) was hauled from the City of Ukiah to address water shortages within the Mendocino community from September 2021 through August 2022. Using this most recent scenario as

an evidentiary support for a range of potential volumes of emergency water to be used as part of the Modified Project, it is estimated that between 0 acre-feet and 5 acre-feet of potable emergency water from the Modified Project could be used during a drought condition.

The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Water Hauling: Water deliveries would involve filling an approximately 3,500-gallon to 4,000-gallon water truck from a metered fire hydrant or from the MUSD's water supply and storage site, and delivery to public and private water tanks by a contracted hauling company. Water deliveries would involve off-loading potable water to public and private water tanks. Off-loading would be no different than existing conditions where users have received water deliveries from the City of Fort Bragg and the City of Ukiah.

Operation and Maintenance: The planned operation is to fill the tanks during the wet season and then maintain the tanks full during summer months when a drought condition is projected, so if the need arises and water from other local systems is unavailable, the supplemental emergency water stored in the tanks could be sustainably available for use.

The MUSD would operate and maintain the replacement tanks and water treatment improvements in a manner similar to the existing tanks and water system. MUSD maintenance personnel would periodically visit the site as part of a routine maintenance program. MUSD's water system operator would continue to collect water samples for testing, as required by the Division of Drinking Water.

MCCSD will operate and maintain the wells that are intended to provide the emergency water supply as part of the UMBDR grant funding. MCCSD will be responsible for costs associated with the maintenance, use, and replacement of the wells, and proportionate costs of operation and maintenance of the tanks and water treatment system, for water accessed by MCCSD. The MUSD and MCCSD would periodically exercise the wells, when not in use, so that the facilities are maintained and remain operational.

Additional Testing and Mitigation: The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by pump tests will provide further estimation of the well field's hydraulic radius of influence, groundwater cone of depression and groundwater level recovery rates, as well as to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions.

Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, an on-site stream gauge, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with surface water, groundwater levels, or neighboring wells.

The proposed wells would be constructed with approximately 120-foot spacing, which is the anticipated radius of influence that would reduce the potential for wellfield interference. In coordination with the existing MUSD wells (Well 1, Well 2, and Well 6), initially no more than half of the well field would be operated at one time when filling the tanks in the wet season to reduce the potential for adverse drawdown effects. Additionally, pumping of any one well would not exceed 12 hours in a 24-hour period initially to allow for shallow groundwater aquifer recharge within the well field.

Monitoring of adjacent domestic wells, MUSD wells, and the MUSD caisson well would be performed before, during and after the proposed test wellfield installation and pump testing is performed. MCCSD and MUSD would continue to coordinate with adjacent property owners who were not contacted or were not able to install pressure transducers during a prior hydrogeology study due to access issues to determine if future pressure transducers can be installed. Refer to Response to Comment 6-5 for a description of the results of the hydrogeologic study test pumping that has been performed to-date on the existing MUSD wells, which indicated no draw-down at off-site neighboring wells during a 5-day continuous pump test.

A stream gauge or staff plate would be installed in the upper Slaughterhouse Gulch subwatershed, associated with and on the Project parcel just down gradient of the existing caisson wells and near the property boundary where observed intermittent surface water flows leave the parcel. MCCSD and MUSD would perform monitoring of the stream gauge before, during and after the proposed test wellfield installation and pump testing is performed. The gauge would be periodically monitored during MCCSD's hydrological testing period and during future pumping.

Mendocino County Planning and Building Services, Response 1-1

Response to Comment 1-1

The MUSD submitted the Subsequent MND, Notice of Intent to Adopt an MND, Notice of Completion, and Summary Form to the State Clearinghouse for review by state agencies. On the Notice of Completion, MUSD recommended that the State Clearinghouse distribute the Subsequent MND to nine specific agencies, which included Fish and Wildlife Region 1, the Coastal Commission, the Air Resources Board, Caltrans District 1, Forestry and Fire Protection, Native American Heritage Commission, Regional Water Quality Control Board #1, Department of Toxic Substances Control, and the Department of Water Resources.

Based on a review of CEQANet, the State Clearinghouse distributed the Subsequent MND to the California Coastal Commission and Fish and Wildlife Region 1 and Region 7, as well as the Air Resources Board, California Department of Education, California Department of Forestry and Fire Protection, California Department of Parks and Recreation, Caltrans District 1, California Department of Water Resources, California Highway Patrol, California Native American Heritage Commission, California Natural Resources Agency, Regional Water Quality Control Board #1, California State Lands Commission, Department of General Services, Department of Toxic Substances Control, Office of Historic Preservation, State Water Resources Control Board, Division of Drinking Water, State Water Resources Control Board, Division of Water Quality, and State Water Resources Control Board, Division of Water Rights.

The MUSD Board of Trustees is scheduled to consider adoption of the Subsequent MND and approval of the Project at a special meeting scheduled on June 28, 2023. If the MUSD Board of Trustees adopts

the Subsequent MND and approves the Project, the MUSD will provide an updated description and site plan documenting any changes relative to the previously submitted Coastal Development Use Permit application.

Max Yeh, Responses 2-1 to 2-9

Response to Comment 2-1

Based on the Hydrogeologic Study, the initial analysis for MUSD's wells indicates a radius of influence to effect water levels in nearby wells on the order of 60 to 160 feet, which is less than the distance from the proposed new well locations to the nearest identified private wells at or below the elevation of the proposed wellfield, and within the same subwatershed of Slaughterhouse Gulch. An effort was made to contact those neighboring homeowners to try to identify potential wells that could be affected and to gather data on water levels during the pump test activities.

The property at 10800 Cummings Lane is topographically upgradient (at 465 ft above msl), which is approximately 30 feet to 50 feet higher than the elevation of the highest proposed wells (425 ft above msl). The property at 10800 Cummings Lane also appears to be hydrologically disconnected & crossgradient to shallow groundwater flow and surface and spring flow relative to the MUSD's property. Based on topography, the surface and shallow groundwater flow at 10800 Cummings Lane likely flows west into the northern unnamed tributary to Slaughterhouse Gulch, whereas the MUSD's wellfield flows west to a southern unnamed tributary.

Water level data has been collected from the outreach event spanning from September 29th to November 24th, 2022, and is presented in a Well Siting Study, which is attached as Appendix A. Data collected during a pump test indicated no interference with identified neighboring wells during a continuous pumping event that occurred from October 28, 2022 to November 1, 2022. The MUSD acknowledges that not all neighboring private wells were able to be included in the initial analysis and would like to conduct additional water level monitoring in private wells of willing owners during any future pump testing activities. This additional data will help better characterize the underlying aquifer transmissivity and inform the pumping capacity and pumping schedule of the new wells to minimize the potential effect on existing wells.

Response to Comment 2-2

The MUSD water supply and storage site flows to a southern tributary to Slaughterhouse Gulch and appears to be hydrologically disconnected from the property at 10800 Cummings Lane. The property at 10800 Cummings Lane is topographically upgradient and crossgradient to the Project area wellfield and appears to flow towards a northern tributary to Slaughterhouse Gulch. Upgradient springs are not expected to be affected by the planned new wells. Please see Response to Comment 2-1 for additional information relative to this comment.

Response to Comment 2-3

The area of 12.4 acres is the estimated area that is tributary to the Project site based on topography. The area tributary to groundwater within the site may be different, and dependent on bedrock elevations, which are generally considered impermeable. The location of the well described indicates it is upgradient of the Project site. A number of wells were monitored downgradient of the Project site, and no influence on nearby wells was observed during the continuous pumping event that occurred from October 28,

2022 to November 1, 2022. The MUSD would like to conduct additional water level monitoring in private wells of willing owners prior to and during future pump testing activities. Anyone interested in participating should reach out to the MUSD and they will be included in the future pump testing analysis.

Response to Comment 2-4

The Mendocino Headlands Aquifer is generally fed by precipitation. The precipitation is based on the annual precipitation depth, and runoff is estimated using the Soil Conservation Service (SCS) curve number method. The estimated evapotranspiration rate range stated in the study is conservative, varies by season, and is based on other studies. Evapotranspiration is lower in the rainy season when precipitation rates are at their highest, which is when most infiltration occurs during the year.

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Mitigation Measure HWQ-2 in the Subsequent MND includes best management practices such as pump testing in accordance with MCCCSD Ordinance 2020-01, spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 2-5

The estimated shallow groundwater inflow is stated in the hydrogeological report as a conservative estimate and not a maximum inflow. Looking at the larger shallow aquifer system within the Mendocino Headlands, groundwater flows toward the Pacific Ocean, as shown on Figure 7 of the Hydrogeological Report. Shallow groundwater accumulates from not only the local drainage area but also from upgradient sources within the larger hydraulic basin which extends to the furthest eastern extent of Little Lake Road, approximately three miles east of the Project site. While the local topography upgradient may temporarily slope eastward, the predominate trend is westerly following bedrock elevations, and that is what drives the shallow groundwater gradient.

Response to Comment 2-6

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This

extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Mitigation Measure HWQ-2 in the Subsequent MND includes best management practices such as pump testing in accordance with MCCCSD Ordinance 2020-01, spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 2-7

The Project is intended to address existing identified MUSD water system deficiencies and to provide an emergency water supply for MCCSD customers. The stated purpose of the Urban and Multibenefit Drought Relief Program grant is in response to a drought scenario, as defined by Water Code Section 13198(a) and is intended to: 1) address immediate impacts on human health and safety; 2) address immediate impacts on fish and wildlife resources; or 3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies. Water would only be accessed by MCCSD in response to a drought condition, when hauled water from other sources is unavailable, such as during the drought period of 2020-2022. The Modified Project would result in a long-term benefit to fire flows by improving the overall efficiency and reliability of the water system and emergency water supplies. Implementation of the Modified Project would increase water storage capacity for fire flows pursuant to NFPA 1142 requirements as well as CFC CCR Title 23, Part 9. See Response to Comment 2-6 for additional information.

Response to Comment 2-8

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. As noted in the Memorandum of Understanding, if subsequent hydrogeologic testing shows that the water cannot be extracted without negatively impacting neighboring wells, including MUSD's existing wells, then the wells would not be developed for potable water production. If wells were to be developed and utilized during a drought condition and a drop in the water level of adjacent wells is observed such that the well is interfered with, a change and/or reduction in the pumping regime would be implemented. The ability to maintain the proposed tank volume would depend on the demand during a drought event when hauled water from other sources is unavailable, and on the available supply of groundwater.

Well design recommendations and mitigation measures presented in the Hydrogeologic Study, Well Siting Study, and the Subsequent MND are based on the best available data and the recommendations and mitigation measures therein mitigate potential effects to neighboring wells. Mitigation Measure HWQ-2 includes best management practices such as spacing of wells, pumping limitations, pump tests, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 2-9

The planned MUSD Recycled Water System Project is a separate project that would include a separate storage tank at the MUSD's water supply and storage site. The purpose of the Recycled Water System Project is to expand the use of the recycled water from the MCCSD water treatment facility to other MUSD sites to offset existing potable water use and provide additional fire water storage and supply. The MUSD Recycled Water System Project is still an active project and is awaiting notification of construction funding, but is a separate independent project that was evaluated in an Initial Study/Proposed MND (State Clearinghouse No. 2022020568) in 2022. The MUSD Board of Trustees adopted the MND and approved the Recycled Water System Project on April 21, 2022.

Habematolel Pomo of Upper Lake, Response 3-1

Response to Comment 3-1

Thank you for reviewing the Project (Habematolel Pomo identification number HP-20221013-03). MUSD circulated the Subsequent MND for a 30-day public review period, and provided a Notice of Intent to Adopt a Subsequent MND to both the Manchester Band of Pomo Indians of the Manchester Point Arena Rancheria and the Sherwood Valley Band of Pomo Indians.

Max Yeh, Responses 4-1 to 4-2

Response to Comment 4-1

Please see Response to Comments 8-2, 8-3, 8-4, 9-7, 10-7, and 13-1 related to a water balance.

Response to Comment 4-2

Please see Master Response 1 as well as Response to Comments 6-4 and 6-5 for further discussion of pumping related to well interference.

Christina and Bob Aranguren, Response 5-1

Response to Comment 5-1

On May 30, 2023, MUSD provided the following email response to Comment 5-1:

> "Dear Mr. and Mrs. Aranguren: Thank you for taking the time to provide your comment on the Subsequent Mitigated Negative Declaration for the Water Supply and Storage Project. We have discussed your comment and the question of new information contained in or affected by the amendment to the Urban and Multibenefit Drought Relief Grant Agreement with the Department of Water Resources (DWR). MUSD and MCCSD have reviewed the changes contained in the amendment, which consist of a revised point of contact for DWR and inclusion of MUSD as an Implementing Agency and Local Project Sponsoring Agency. We see no new information that would affect the scope of the project or the CEQA review. After reviewing the comment DWR representatives concur that there is nothing in the forthcoming amended agreement that has any bearing on the scope of the project and CEQA process, nor does it change any of the requirements in the current agreement. The amendment language is very simple, and a copy will be provided to you once it is received. DWR recommends MUSD stay the course with the current project schedule."

MUSD subsequently forwarded a copy of the existing Grant Agreement and amended Grant Agreement to Christina and Bob Aranguren.

Max Yeh, Responses 6-1 to 6-10

Response to Comment 6-1

In response to this comment, the MUSD rescheduled the agenda item from the regularly scheduled June 13, 2023 Board Meeting to a special meeting scheduled for June 28, 2023.

Response to Comment 6-2

With regard to volume of pumping, please see Master Response 1. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Water would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. The commenter is correct in that there are substantial changes to the to the original project which was first evaluated pursuant to CEQA in 2020. The MUSD prepared the Subsequent MND to evaluate the Modified Project in compliance with Section 15162 of the CEQA Guidelines.

Response to Comment 6-3

MUSD concurs with the commenters concern and has delayed the initial hearing date to allow more time for review and consideration of concerns. MCCSD has issued several notices and press statements about the application for grants to help improve its drought resiliency and a press statement about the award of the Department of Water Resources grant on November 18, 2021. A visit from State Senator Mike McGuire and County Supervisor Ted Williams was held on November 9th, 2021 both of whom are actively engaged in helping find water solutions and to help the community be more drought resilient in the face of climate change. Additionally, on November 18, MCCSD met with staff from Senator Dianne Feinstein's office to discuss the problem and potential solutions.

The MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint.

The Hydrogeologic Study included public outreach efforts to downgradient neighboring well owners. On May 11, 2023, both MUSD and MCCSD posted a Notice of Intent to Adopt a Mitigated Negative Declaration for the Subsequent MND. The MUSD noticed the Modified Project in accordance with the CEQA Guidelines, including publication in the Mendocino Beacon, posting at the County Clerk, mailing of the notice to contiguous property owners, tenants, and interested stakeholders, and submittal of the

notice to Responsible and Trustee Agencies and to the Office of Planning and Research State Clearinghouse.

Response to Comment 6-4

The Hydrogeologic Study and Section 3.10 of the Subsequent MND evaluated the potential effects of the Modified Project on groundwater levels and sustainable groundwater management of the basin. This included an evaluation of groundwater recharge, saltwater intrusion, land surface subsidence, groundwater levels, interconnected surface waters, and groundwater quality. The Hydrogeologic Study included public outreach efforts, review of well logs, collection of depth to water measurements at six neighboring properties, and a pump test over a 5-day continuous period to evaluate groundwater levels and potential well interference impacts. Please see Response to Comment 6-5 for additional details. Mitigation Measure HWQ-2 from the Subsequent MND is included which requires implementation of best management practices to ensure no substantial surface water depletion and minimizes the potential for well interference. This includes spacing of wells, pumping limitations, pump tests, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures.

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by additional pump tests will provide additional estimation of the well field's radius of influence and subsequent operating conditions to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions. As noted in the Memorandum of Understanding, if subsequent hydrological testing shows that the water cannot be extracted without negatively impacting neighboring wells, including MUSD's existing wells, then the wells would not be developed for potable water production. If wells were to be utilized during a drought condition and a drop in the water level of adjacent wells is observed, a change and/or reduction in the pumping regime would be implemented.

Response to Comment 6-5

The geologic formations of the Mendocino Headlands have been extensively studied and are summarized in the Hydrogeologic Study and Subsequent MND. Topography is only one indication of the direction of groundwater flow. The MUSD water supply and storage site has historically serviced as a consistent groundwater source for the MUSD, and recent monitoring indicates that the zone of pumping influence is limited. Based on the pumping tests analyzed on the MUSD wells, the radius of influence from a 5-gallon per minute well is between 58 and 160 feet and showed a maximum drawdown in a neighboring well within that radius of 2.5 feet after 4.5 days of continuous pumping. On this basis it is expected that the influence of the new groundwater wells will almost entirely be contained within MUSD owned parcels and have minimal impact on neighboring wells as all known neighboring wells are outside the expected radius of influence from the well field.

Response to Comment 6-6

While it is not possible to know the geology of the area at every point, a substantial attempt has been made in the evaluation of the Modified Project to understand the geology sufficiently to recommend the improvements contained within the supporting studies and documents. The majority of the shallow

groundwater within the Mendocino Headlands is not captured in wells and flows to the ocean. A key goal of the Modified Project is to capture some of that shallow groundwater and provide an emergency supply available that would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. Please see Response to Comment 6-2 through 6-5 for additional information related to the analysis of potential impacts and proposed mitigation measures.

Response to Comment 6-7

The State Water Resources Control Board and the State Department of Water Resources regulate water using in the State of California. These State agencies are aware of and have approved funding for the Modified Project. During the course of the review and approval no issues related to water rights have been raised. Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply.

Response to Comment 6-8

After adoption of the MND and approval of the original project in 2020, the MUSD agreed to coordinate with the MCCSD on local emergency water supply and storage in response to drought scenarios. In 2022, MCCSD, in cooperation with the MUSD, received a grant from the State of California Department of Water Resources through the Urban and Multibenefit Drought Relief grant program to help serve the water needs during a drought condition. The UMBDR grant Agreement identifies the MUSD and MCCSD as Implementing Agencies. The grant funding was for the development of 500,000 gallons of potable water storage at the MUSD's water supply and storage site, the drilling of up to ten new groundwater supply wells at the MUSD's water supply and storage site, and a connection to the MUSD's water distribution system.

Given the additional improvements proposed at the MUSD's site, a reevaluation of the overall potable water storage strategy at the MUSD water supply and storage site was conducted to implement an improved and more integrated design solution. Through this review, the MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one modified project that achieves the overall goals of the improvements is acceptable, and confirmed that the MUSD should remain the CEQA Lead Agency. In a Memorandum of Understanding between the MUSD and MCCSD dated April 20, 2023, it was mutually agreed that the MUSD would remain the CEQA Lead Agency for the Modified Project.

In accordance with CEQA Guidelines Section 15162, because the Modified Project includes substantial changes requiring major revisions to the previous Mitigated Negative Declaration, the MUSD prepared a Subsequent MND. The Subsequent MND included completion of a full environmental review of the Modified Project, including a new Biological Resources Report, Environmentally Sensitive Habitat Analysis, Archaeological Resources Study, Tribal communications, Aquatic Resources Delineation, and Hydrogeologic Study. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to

address impacts related to the modified improvements, and was circulated for a 30-day public review period from May 11, 2023 to June 9, 2023.

The CEQA Guidelines also allow for the preparation of an Addendum to a previously adopted MND. However, an Addendum does not include a public review process and is limited to minor changes to a project. Due to the substantial changes to the project and the need for a public review process, the MUSD chose a Subsequent MND as the appropriate CEQA documentation. Because the analysis did not identify any significant unavoidable impacts, and Environmental Impact Report was not required.

Response to Comment 6-9

The Project is intended to address existing identified MUSD water system deficiencies and to provide an emergency water supply for MCCSD customers. The drought period of 2020-2022 was the worst multi-year drought in recorded State history. The ongoing drought highlighted the need for improved water security in the face of climate change and natural disasters. The recent drought also showed that MCCSD customers cannot depend on neighboring water districts to meet water demand short fall during dry periods. Water would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply.

Response to Comment 6-10

Please see Response to Comment 6-1. The MUSD delayed the initial hearing date to allow more time for review and consideration of concerns.

Max Yeh, Responses 7-1 to 7-6

Response to Comment 7-1

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply.

Response to Comment 7-2

The volume of 4,488 gallons per day is the estimated daily average water demand of MUSD. Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Response to Comment 7-3

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the

proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. As noted in the Memorandum of Understanding, if subsequent hydrological testing shows that the water cannot be extracted without negatively impacting resources, then the wells would not be developed for potable water production. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 7-4

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

A cone of depression itself is not an adverse environmental impact unless it creates an adverse effect on the aquifer system (chronic lowering of groundwater levels, degradation of water quality, surface water depletion having significant and unreasonable effects on beneficial uses, etc.). Historical data indicates relatively very fast recharge in the Project area. Based on the initial hydrogeologic study and pump test, cone of depression effects are contained within the radius of influence of the proposed well field, which based on the best available data is estimated to be approximately a 60-foot radius for the proposed alluvial wells. This radius does not contain any existing neighboring wells.

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by pump tests will provide additional estimation of the well field's radius of influence and cone of depression, as well as to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other

measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 7-5

The rate of recharge is based on annual precipitation and on the transmissivity of the aquifer media. Reported rainfall amounts are annual averages. Transmissivity estimates are based on the best currently available data.

Response to Comment 7-6

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by pump tests will provide additional estimation of the well field's radius of influence and cone of depression, as well as to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Max Yeh, Responses 8-1 to 8-9

Response to Comment 8-1

Please see Response to Comments 8-2 through 8-9 related to a water balance and sustainability.

Response to Comment 8-2

The water budget contained in the hydrogeologic study was for the Project area, not a comprehensive basin wide groundwater budget, which would include the entire watershed that feeds the shallow groundwater located below the MUSD's water supply and storage site. A comprehensive groundwater budget is typically required as part of a basin-wide groundwater sustainability plan for groundwater basins that have been identified as medium or high priority by the Department of Water Resources pursuant to the Sustainable Groundwater Management Act. The local groundwater basin is not designated as a critically overdrafted groundwater basin and was assigned a "very low" priority ranking

during the recent groundwater basin prioritization process. The Sustainable Groundwater Management Act does not require development of groundwater sustainability plan for the local groundwater basin.

The conservative water budget is for the 12.4-acre Project area and a minor amount of upgradient land. It is a conservative estimate of the water that has fallen onto the Project area and flows through it. However, it does not include the significant amount of groundwater inflows coming from the upgradient larger subwatershed itself which is a larger area of water that is not entirely accounted for.

Please Figures 1 (Slaughterhouse Gulch Drainage) and Figure 2 (Site Drainage) on the following pages that show the Slaughterhouse Gulch watershed and the Project area subwatershed relative to Slaughterhouse Gulch.

Response to Comment 8-3

The area of 12.4 acres is the estimated area that is tributary to the Project site based on topography. This area is used for the purpose of estimating the potential inflows to the Project site and does not represent a formal boundary. The area tributary to groundwater within the site may be different, and dependent on bedrock elevations, which are generally considered impermeable to very low permeability.

Response to Comment 8-4

The potential inflow of groundwater along the eastern border is not intended to imply that there is a suitable amount of water but instead that groundwater is likely the largest portion of the groundwater budget compared to local precipitation/surface water inflows.

Response to Comment 8-5

Private wells identified are a mix of shallow and deep wells whereas some deep wells are screened in both the shallow and deep water bearing zones creating uncertainty to where the water extracted from the well originates from. An estimate of the groundwater outflows were omitted because of the large uncertainty and to avoid the premise of a formal water balance as there is not sufficient data available to estimate to any significant degree of certainty.

Response to Comment 8-6

The presented water balance from the commenterdoes not follow subwatershed boundaries (with wells outside the subwatershed removing groundwater) and is missing a number of significant inputs and outputs, such as domestic well septic system inputs, land use inputs and outputs (i.e., farming/irrigation vs domestic vs forested land use types). Critically it also assumes that aquifer outflow is equal to inflow which is not the expected scenario given the presence of a spring within the subwatershed, the removal of groundwater from existing wells, seepage into the bedrock aquifer, and evapotranspiration in areas surrounding springs that are feed by groundwater.

Figure 1. Slaughterhouse Gulch Drainage

Figure 2. Site Drainage

Response to Comment 8-7

The Memorandum of Understanding between the MUSD and MCCSD and Mitigation Measure HWQ-2 of the Subsequent MND require well construction to be completed in accordance with MCCCSD Ordinance 2020-01. The County of Mendocino has been involved with the Modified Project and applicable approvals and permits would be required prior to any construction. Ordinance 2020-01 will include notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by pump tests will provide additional estimation of the well field's radius of influence and cone of depression, as well as to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 8-8

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Response to Comment 8-9

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Mitigation Measure HWQ-2 in the Subsequent MND includes best management practices such as pump testing in accordance with MCCCSD Ordinance 2020-01, spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Max Yeh, Responses 9-1 to 9-7

Response to Comment 9-1

Please see Response to Comments 9-2 through 9-7 regarding the potential drilling of a deeper well, the relationship between MUSD and MCCSD for the Modified Project, and climate change considerations.

Response to Comment 9-2

Section 1.5 and 1.5.1 of the Subsequent MND note that up to one deep well would be drilled to a depth of approximately 400 feet below ground surface. One potential deeper well is included in the Modified Project as an alternative to one of the shallower wells and is not an additional well. The deeper well may or may not be constructed depending on available funding. The deeper well is intended to investigate the possibility of improved water yields from a well installed in fractured bedrock that is isolated from the shallow aquifer wells.

The geologic formations of the Mendocino Headlands have been extensively studied and are summarized in the Subsequent MND and supporting studies. There are a number of deep wells in the area, some of which have high yields compared with shallow wells. However, the probability of constructing a deep well that yields substantially more groundwater compared with a shallow well is considered low with a much higher construction cost for a deeper well. Some deep bedrock wells in the area have relatively high yields because they happened to intercept fissures in the fractured bedrock that transmit groundwater, while others did not intercept fissures and have yields lower than nearby shallow aquifer wells. Drawdown effects are difficult to predict, but in general deep wells in the area have not been found to affect yields in nearby shallower wells. If constructed, the entire upper portion of the well between the ground surface and bedrock would be sealed with cement to prevent potential interference between the deep well and nearby shallow wells.

Response to Comment 9-3

Section 1.1 (Introduction and CEQA Requirements), Section 1.2 (Project Background and Modifications), and Section 1.6 (Operation and Maintenance) of the Subsequent MND discuss the relationship of MCCSD to the Modified Project.

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply.

Additionally, Section 1.1 (Introduction and CEQA Requirements), Section 1.2 (Project Background and Modifications), Section 1.5 (Modified Project Description), and Section 1.6 (Operation and Maintenance) of the Subsequent MND have been revised to clarify background and operation and maintenance related details. For ease of reference, these edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 9-4

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The proposed emergency water supply would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via

hauled water. A task of the MCCSD and MUSD boards is to further develop a policy for how water is prioritized and distributed to those in need.

Section 1.1 (Introduction and CEQA Requirements), Section 1.2 (Project Background and Modifications), Section 1.5 (Modified Project Description), and Section 1.6 (Operation and Maintenance) of the Subsequent MND have been revised to clarify background and operation and maintenance related details. For ease of reference, these edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 9-5

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Mitigation Measure HWQ-2 in the Subsequent MND includes best management practices such as pump testing in accordance with MCCCSD Ordinance 2020-01, spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 9-6

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) was reviewed by legal counsel and approved by the respective boards. Once constructed and operational, MCCSD will operate and maintain the wells that are intended to provide an emergency water supply as part of the UMBDR grant funding. The proposed emergency water supply would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply.

MCCSD will be responsible for costs associated with the maintenance, use, and replacement of the wells, and proportionate costs of operation and maintenance of the tanks and water treatment system, for water accessed by MCCSD. MUSD is the owner and operator of the water system and is required by the State Division of Drinking Water to comply with state and federal requirements for Public Water Systems. MCCSD will assist in operations of wells and support the cost of operating the system.

Section 1.6 (Operation and Maintenance) of the Subsequent MND has been revised to clarify operation and maintenance related responsibilities. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 9-7

The conservative water budget is for the Project area and a minor amount of upgradient land. It is a conservative estimate of the water that has fallen onto the Project area and flows through it. However, it does not include the significant amount of groundwater inflows coming from the upgradient larger watershed itself which is a significantly larger amount of water. Initial considerations indicate that since the local aquifer is correlated strongly with annual precipitation, which is generally forecasted to remain fairly steady in climate change predictions, long term groundwater levels may not be effected by climate change.

The proposed emergency water supply would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. Mitigation Measure HWQ-2 in the Subsequent MND includes best management practices such as pump testing in accordance with MCCCSD Ordinance 2020-01, spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells. The monitoring and analysis provided by pump tests and best management practices will provide additional estimation of the well field's radius of influence, as well as allow for further means to minimize or eliminate potential cumulative impacts on neighboring wells and down gradient conditions during a drought condition when the emergency water supply may potentially be utilized.

Max Yeh, Responses 10-1 to 10-8

Response to Comment 10-1

Please see Response to Comments 10-2 through 10-8 related to the Subsequent MND.

Response to Comment 10-2

Section 1.1 and 1.2 of the Subsequent MND note that after adoption of the MND and approval of the initial Water System Reconstruction Project, the MUSD agreed to coordinate with the Mendocino City Community Services District (MCCSD) to allow additional water supply and storge improvements on the MUSD property. The additional improvements are related to a State of California Department of Water Resources Urban and Multibenefit Drought Relief (UMBDR) grant, which identifies the MUSD and MCCSD as Implementing Agencies. The MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one modified project is acceptable. All of the proposed built improvements as part of the Modified Project would occur at the MUSD's water supply and storage tank facility. Given all of the above considerations, the changes are considered modifications to the original project which was first evaluated pursuant to CEQA in 2021, and for which MUSD Board of Trustees previously adopted a Mitigated Negative Declaration for the Project on October 15, 2020 (State Clearinghouse No. 2020080439).

In light of the changes to the project, the MUSD, serving as the CEQA Lead Agency, prepared a Subsequent MND in compliance with Section 15162 of the CEQA Guidelines (Subsequent EIRs and Negative Declarations). Section 15162 of the CEQA Guidelines specifies when subsequent documentation is required for a project. In accordance with CEQA Guidelines Section 15162, because the project included substantial changes from the previously evaluated project, the MUSD prepared a Subsequent MND to evaluate whether the previous conclusions remain valid and to allow for additional public and agency review. The Subsequent MND included completion of a full environmental review of the Modified Project, including new technical studies for biological and cultural resources, Tribal communications, and hydrogeologic studies. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements.

The original Initial Study/Proposed MND and the Subsequent MND utilize substantial evidence and thresholds of significance. Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts to support a conclusion. Thresholds of significance are standards related to a particular environmental effect. Examples include the CEQA Guidelines, goals, policies and ordinances in applicable General Plan, Air Pollution Control District Thresholds of Significance, Office of Planning and Research advisories on evaluating transportation impacts, and groundwater sustainability indicators. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements. On the basis of the evaluation in the Subsequent MND together with comments received to date during the public review process, it has been determined that with the mitigation measures that the MUSD has imposed, no significant adverse effects to the environment are expected from the Modified Project.

Section 1.2 and Section 1.6 of the Subsequent MND has been revised to further clarify the relationship of the Implementing Agencies and operation and maintenance related details. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 10-3

The first part of the comment seeks clarification on the proposed water delivery truck trips. The proposed emergency water supply component of the Modified Project is intended to help serve emergency water needs of eligible MCCSD customers within the MCCSD service area. During a drought condition where emergency water supplies are used, delivery to public and private water tanks would be completed through a contracted hauling company and provided in the same manner as current water deliveries that are provided by the City of Fort Bragg and the City of Ukiah. Water deliveries would involve filling an approximately 3,500-gallon to 4,000-gallon water truck from a metered fire hydrant or from the MUSD's water supply and storage site, and delivery to public and private water tanks by a contracted hauling company. Impacts from truck deliveries were analyzed in the Subsequent MND and found to be less than significant. For example, hauling of a portion of the needed emergency water supply during a drought condition from within the community of Mendocino would result in a reduction in mobile source air quality and greenhouse gas emissions from trucks due to shorter hauling distances, comparative to hauling from the City of Fort Bragg or City of Ukiah.

The second part of the comment questions the legality of the Modified Project but does not identify any issue related to the environmental analysis. Provision of water to users beyond MUSD's property is not

a violation of its authority or a conflict with the Urban and Multibenefit Drought Relief program. The Mendocino community currently, and in the past, receives water deliveries from the City of Fort Bragg and the City of Ukiah. Water deliveries from one community to another is not uncommon throughout California.

The two statutes referenced in the comment are brief and as follows: Water Code § 10711 provides: "No local agency shall exercise the powers authorized by this part within the boundaries of another local agency authorized by law to provide water service to any or all of the lands within its boundaries, without the prior agreement of the governing body of that other local agency." Likewise, § 10712 provides, "No local agency shall exercise the powers authorized by this part within the boundaries of another local agency providing water service to any or all of the lands within its boundaries, without the prior agreement of the governing body of that other local agency."

Both of these statutes are intended to prevent "turf wars," that is, to prohibit a water district or city from providing services to customers within the other's territory. Neither of those statutes is pertinent to the Modified Project, where MUSD is partnering with MCCSD. The comment does not identify what other "local agency authorized by law to provide water service" is involved here, nor how anything in the Modified Project would involve exercising the powers within the territory of such other agency. Again, the only "local agency authorized by law to provide water service" in this scenario is MCCSD. MUSD is simply supplying water to MCCSD. It, in turn, will provide that water to its customers. MUSD is not itself a "local agency" as described in either of those statutes. Hence, both statutes have no bearing on the Modified Project.

MCCSD is the grantee of the grant funds provided by the Department of Water Resources (DWR) through the Urban and Multibenefit Drought Relief program. These funds are integrated into the water system improvement project being undertaken by MUSD and funded by a Drinking Water State Revolving Fund (DWSRF) grant. The grant administrators at both the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one modified project is acceptable.

Response to Comment 10-4

During a period where MCCSD accesses water in response to a drought condition, water deliveries would involve filling an approximately 3,500-gallon to 4,000-gallon water truck from a metered fire hydrant along MUSD's distribution system or from the MUSD's water supply and storage site.

The Subsequent MND discusses water deliveries in Section 1.6 (Operation and Maintenance), Section 3.3 (Air Quality), Section 3.6 (Energy), Section 3.8 (Greenhouse Gas Emissions), and Section 3.17 (Transportation).

Relative to air quality and greenhouse gasses, water truck trips would only occur during an emergency or drought condition when emergency water supplies are being provided to the community. During past drought conditions when emergency water supplies have been required, the City of Fort Bragg has supplied water to parcels within the community of Mendocino via water hauling. In the peak of the most recent 2021 drought period, Fort Bragg stopped supplying hauled water to Mendocino because of limitations with their own water supply. Hauled water was then coordinated to be delivered from the City of Ukiah. In comparison, hauling of a portion of the needed emergency water supply during a drought condition from within the community of Mendocino would result in a reduction in mobile source air quality

and greenhouse gas emissions from trucks due to shorter hauling distances, comparative to hauling from Fort Bragg or Ukiah.

Relative to transportation, as discussed in Section 3.17 (Transportation) of the Subsequent MND, the Office of Planning and Research screening thresholds for vehicle miles travelled includes an assumption that projects that generate or attract fewer than 110 trips per day may be assumed to cause a less-than-significant transportation impact. In comparison, the anticipated trips for the project would be approximately one traffic trip per day on average for ongoing routine maintenance of the water system, and approximately 10 hauled water truck trips per day when emergency water supplies were being provided during a drought condition. Additionally, under existing conditions when water is hauled, water has been transported to the community of Mendocino from Fort Bragg and Ukiah. Such trucks have utilized local roads to supply the emergency water when needed. The Modified Project would not alter the existing driveway alignment of the MUSD's water supply and storage site with Little Lake Road nor would it modify Little Lake Road or other local roadways. The Modified Project would not create sharp curves, new intersections, changes to speed limits, new trucks, or other features that would prevent safe access through the area.

Section 1.6 (Operation and Maintenance) of the Subsequent MND has been revised to clarify operation and maintenance related details. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 10-5

The biological review for the Modified Project evaluated the presence of special-status plant and wildlife species and sensitive habitats (including wetlands) that have the potential to occur on or in the vicinity of the Project site. Reconnaissance-level field surveys were conducted by qualified biologists on September 29, 2022, October 11, 2022, and October 12, 2022. The Hydrogeologic Study for the project indicates the radius of influence for MUSD's wells is contained on the MUSD's site and that historical data indicates relatively fast recharge in the Project area. Mitigation Measure HWQ-2 in the Subsequent MND includes best management practices such as spacing of wells, pumping limitations, pump tests, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or a lowering of the water table.

Water levels during pumping activities are by definition lower than the surrounding water levels in observation wells. There is no historical evidence of depressed groundwater levels. Furthermore, groundwater recovery once pumping ceased was almost instantaneous and is not indicative of a depressed groundwater level or permanent depression. The marine terrace formation mentioned in the hydrogeologic study is known with many active wells documenting its presence and providing groundwater to the MUSD since at least 1963, however, it was not previously named. Depth to bedrock underlying the marine terrace is also fairly well defined with 5 wells onsite hitting bedrock through the marine terrace between 1963 and 2019. Well records indicate a clear depth to bedrock and there is a clear groundwater gradient, westerly.

Response to Comment 10-6

This comment does not raise a concern or ask a question about the environmental analysis. It does ask for clarification on the term "emergency" and the relationship between MUSD and MCCSD in implementing the Modified Project. Emergency water supplies would only be accessed by MCCSD

during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. During years when no drought condition is in effect, no emergency water supplies associated with the Modified Project would be used. During such years, people within the MCCSD service area that need supplemental water would continue to purchase water elsewhere, as is done currently and in the past, from such entities as the City of Fort Bragg or the City of Ukiah.

The proposed emergency water supply component of the Modified Project would be for use as an emergency water supply for MCCSD customers in the MCCSD service area.

Please see Master Response 1 for further explanation on the responsibilities of MUSD and MCCSD in constructing, operating, and maintaining the Modified Project.

Response to Comment 10-7

The conservative water budget was for the Project area and a minor amount of upgradient land. It is a conservative estimate of the water that has fallen onto the Project area and flows through it. The area of 12.4 acres is the estimated area that is tributary to the Project site based on topography. This area is used solely for the purpose of estimating the potential minimum inflows to the Project site and does not represent a formal boundary. Private wells identified are a mix of shallow and deep wells whereas some deep wells are screened in both the shallow and deep water bearing zones creating uncertainty to where the water extracted from the well originates from.

Response to Comment 10-8

After adoption of the original MND and approval of the original project, the MUSD agreed to coordinate with the MCCSD on local emergency water supply and storage in response to drought scenarios. The MCCSD is the groundwater management authority within its service area boundary and is responsible for the management of the local aquifer to help prevent overdraft and maintain equitable access to groundwater for the residents, business, and property owners in the MCCSD service area. In 2022, MCCSD, in cooperation with the MUSD, received a grant from the State of California Department of Water Resources through the Urban and Multibenefit Drought Relief (UMBDR) grant program to help serve emergency water of eligible MCCSD customers. The UMBDR grant Agreement identifies the MUSD and MCCSD as Implementing Agencies.

The MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one modified project is acceptable. All of the proposed built improvements as part of the Modified Project would occur at the MUSD's water supply and storage tank facility. Given all of the above considerations, the changes are considered modifications to the original project which was first evaluated pursuant to CEQA in 2021, and for which MUSD Board of Trustees previously adopted a Mitigated Negative Declaration for the Project on October 15, 2020 (State Clearinghouse No. 2020080439). In light of the substantial changes to the original project, the MUSD, serving as the CEQA Lead Agency, prepared a Subsequent MND in compliance with Section 15162 of the CEQA Guidelines (Subsequent EIRs and Negative Declarations).

The Modified Project does not include annexation. The site would remain in MUSD ownership and the MUSD and MCCSD service areas would not be modified.

Max Yeh, Responses 11-1 to 11-3

Response to Comment 11-1

Please see Response to Comments 11-2 and 11-3.

Response to Comment 11-2

The Subsequent MND analyzes the potential environmental impacts of the proposed Modified Project and has been prepared in compliance with the CEQA Statute and Guidelines. The comment makes a general statement that the MND proposes to violate the law but does not specify the law. Therefore, responding to this portion of the comment is difficult. The comment then suggests that a Memorandum of Understanding may not be feasible between MUSD and MCCSD. However, both funding agreements with the State agencies and a Memorandum of Understanding between MUSD and MCCSD are already in place. The Modified Project is being funding by the State Water Resources Control Board Drinking Water State Revolving Fund (Agreement No. D2202005) and the State of California Department of Water Resources through the Urban and Multibenefit Drought Relief (UMBDR) grant program (Agreement No. 4600014624). Funding agreements and a Memorandum of Understanding related to the Project are provided in Appendix B, C, and D. The MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one modified project is acceptable. The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) was reviewed by legal counsel and approved by the respective boards. The Memorandum of Understanding includes MUSD granting MCCSD an access and utility easement onto the MUSD property, as determined to be necessary, for maintenance, service, and use of the storage tanks, wells, and treatment system.

Response to Comment 11-3

The comment opens with a claim of "violation of water law" but does not specify the law that is purported to be violated. The comment then discusses general concepts of water rights, which appears to recognize that groundwater is not subject to the strict accountability that surface waters are. This portion of the comment does not specify any environmental concern with the Subsequent MND and is difficult to respond due to the vagueness. However, as taken from Miller & Starr, California Real Estate, the leading treatise on real property law in California, § 9:31, discusses groundwater law as follows (**emphasis** added):

> *The provisions of the state constitution restricting the user of water to a reasonable beneficial use applies equally to groundwater as well as surface water. The State Board's jurisdiction to stop waste or excessive diversions of groundwater is less clear; the authority of the Board generally is expressed in terms of the power to regulate surface waters only, and there is no statewide permitting authority or other state-level regulation of groundwater extraction, although local authorities typically do regulate well construction and abandonment and some*

> *have broader regulatory requirements. With or without special statutory authorization cities and counties have the authority to regulate groundwater under the police power, but only some local agencies have elected to do so, except through the regulation of new well construction.*

Miller & Starr continue, in § 9:31:

> *Local agencies manage groundwater extraction and appropriation primarily through the regulation of well and pipeline construction. In some cases, this includes regulation of the amount and usages of the water, but often it includes only a requirement for a well construction permit to implement state-imposed standards of well construction. In specific instances, a local agency or district may be found to have statutory authority to regulate water usage, impose extraction limits, or otherwise manage groundwater usage, and in some cases to limit access to groundwater to new development, but this authority, if it exists, may only be exercised in compliance with the applicable statute. The typical well construction ordinance involves no discretionary consideration by the local agency for the mitigation of environmental damage; it only involves the administration of well safety standards to protect groundwater from contamination or pollution. For that reason, a particular well permit application may only involve a "ministerial" permit approval that is not subject to review under the California [Environmental] Quality Act.*

The comment then concludes that the Subsequent MND violates the law by its proposed use of water by another entity, providing authority to another entity to access and use groundwater, and that said usage violates the "equity principle of shared scarcity." The Subsequent MND does none of these things. The Subsequent MND analyzes the potential environmental impacts of constructing, operating, and maintaining the Modified Project. With its adoption, if MUSD chooses to do so, no "authorities" are given. Adoption of an MND by a CEQA Lead Agency simply indicates that the Lead Agency has made a determination that the Initial Study adequately evaluated the potential impacts of a project and that the proposed mitigation measures are feasible and will reduce the potential impacts to less than significant. An MND does not authorize approval of a project, this decision is made separately by the Lead Agency.

With regard to whether the "aquifer has excess water during times of water scarcity," please see Master Response 1 which describes in further detail the findings of the Hydrogeologic Study, future testing that would be performed, and operational conditions that are included to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

MCCSD is the groundwater management authority within its service area boundary and is responsible for the management of the local aquifer. MCCSD has a Groundwater Management Program and Water Shortage Contingency Plan and a Water Shortage Contingency Plan Ordinance. The Memorandum of Understanding between the MUSD and MCCSD and mitigation measures in the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction, as well as best management practices to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with surface water, groundwater levels, or neighboring wells.

MendoMatters, Responses 12-1 to 12-38

Response to Comment 12-1

Please see Response to Comments 12-2 through 12-38.

Response to Comment 12-2

Section 1.1 and 1.2 of the Subsequent MND note that after adoption of the MND and approval of the initial Water System Reconstruction Project, the MUSD agreed to coordinate with the Mendocino City Community Services District (MCCSD) to allow additional water supply and storge improvements on the MUSD property. The additional improvements are related to a State of California Department of Water Resources Urban and Multibenefit Drought Relief (UMBDR) grant, which identifies the MUSD and MCCSD as Implementing Agencies. The MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one modified project is acceptable. All of the proposed built improvements as part of the Modified Project would occur at the MUSD's water supply and storage tank facility. Given all of the above considerations, the changes are considered substantial modifications to the original project which was first evaluated pursuant to CEQA in 2020, and for which MUSD Board of Trustees previously adopted a Mitigated Negative Declaration for the Project on October 15, 2020 (State Clearinghouse No. 2020080439).

In light of the changes to the project, the MUSD, serving as the CEQA Lead Agency, prepared a Subsequent MND in compliance with Section 15162 of the CEQA Guidelines (Subsequent EIRs and Negative Declarations). Section 15162 of the CEQA Guidelines specifies when subsequent documentation is required for a project. In accordance with CEQA Guidelines Section 15162, because the project included substantial changes from the previously evaluated project, the MUSD prepared a Subsequent MND to evaluate whether the previous conclusions remain valid and to allow for additional public and agency review. The Subsequent MND included completion of a full environmental review of the Modified Project, including new technical studies for biological and cultural resources, Tribal communications, and hydrogeologic studies. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements.

Response to Comment 12-3

As a point of clarification, CEQA Guidelines Section 15367 states (underline added for emphasis): "Lead Agency means the public agency which has the principal responsibility for carrying out or approving a project. The Lead Agency will decide whether an EIR or Negative Declaration will be required for the project and will cause the document to be prepared. Criteria for determining which agency will be the Lead Agency for a project are contained in Section 15051." MUSD owns the property on which the improvements would be implemented. As such, MCCSD cannot moved forward with authorizing construction for their portion of the Modified Project until MUSD first takes action on the Modified Project and grants permission for MCCSD to operate facilities on MUSD property. As MUSD is the agency who will act first on the project, MUSD by default is Lead Agency under CEQA. In addition, a portion of the

infrastructure that would be constructed and operated under the Modified Project would be constructed, operated, and maintained by MUSD as part of their existing water system.

Further, Section 15051 of the CEQA Guidelines lists criteria for determining the CEQA Lead Agency for a project. Section 15051 states that where two or more public agencies will be involved with a project, the determination of which agency will be the Lead Agency shall be governed by the following:

(a) If the project will be carried out by a public agency, that agency shall be the Lead Agency even if the project would be located within the jurisdiction of another public agency.

(b) If the project is to be carried out by a nongovernmental person or entity, the Lead Agency shall be the public agency with the greatest responsibility for supervising or approving the project as a whole.

1) The Lead Agency will normally be the agency with general governmental powers, such as a city or county, rather than an agency with a single or limited purpose such as an air pollution control district or a district which will provide a public service or public utility to the project.

(2) Where a city prezones an area, the city will be the appropriate Lead Agency for any subsequent annexation of the area and should prepare the appropriate environmental document at the time of the prezoning. The Local Agency Formation Commission shall act as a Responsible Agency.

(c) Where more than one public agency equally meet the criteria in subdivision (b), the agency which will act first on the project in question will normally be the Lead Agency.

(d) Where the provisions of subdivision (a), (b), and (c) leave two or more public agencies with a substantial claim to be the Lead Agency, the public agencies may by agreement designate an agency as the Lead Agency. An agreement may also provide for cooperative efforts by two or more agencies by contract, joint exercise of powers, or similar devices.

Criterion (a) and (d) apply to the Modified Project. Relative to criterion (a), as noted above MUSD owns the property where the improvements would occur and MUSD will be the agency who will act first on the project. MCCSD cannot moved forward with authorizing construction for their portion of the Modified Project until MUSD first takes action on the Modified Project and grants permission for MCCSD to operate facilities on MUSD property. Relative to criterion (b), a Memorandum of Understanding between the MUSD and MCCSD dated April 20, 2023 included a mutual agreement that the MUSD would remain the CEQA Lead Agency for the Modified Project. Therefore, based and the criteria for determining the CEQA Lead Agency outlined in Section 15051 of the CEQA Guidelines, the Subsequent MND correctly identifies MUSD as the Lead Agency.

Response to Comment 12-4

The Modified Project will be carried out by both MUSD and MCCSD. The Modified Project would be located on MUSD land and the infrastructure that would be constructed and maintained belongs to both entities. Refer to Response to Comment 12-3 for a discussion on how the Lead Agency was determined and Master Response 1 regarding the construction, operation, and maintenance obligations of MUSD and MCCSD.

Response to Comment 12-5

Impact "b" in Section 3.21 of the Subsequent MND evaluates whether the Modified Project has impacts that are individually limited, but cumulatively considerable. The Subsequent MND utilizes the list-of-projects approach to provide a reasonable analysis of cumulative impacts. This includes a list of past, present, and probable future projects.

Regarding what constitutes a probable future project, case law holds that a project should be viewed as a probable future cumulative project once the environmental review process for such a future project is underway (San Franciscans for Reasonable Growth, supra, Friends of the Eel River v Sonoma County Water Agency (2003) 108 CA4th 859, 870). A CEQA Lead Agency's mere awareness of the possibility of a project is not enough to demonstrate that such a project should be treated as a probable future project (Gray v County of Madera, supra). A proposal that has not crystallized to the point that it would be reasonable and practical to evaluate its cumulative impacts need not be treated as a probable future project (City of Maywood v Los Angeles Unified Sch. Dist. (2012) 208 CA4th 362, 397).

It is MUSD's understanding that MCCSD has submitted a Technical Assistance Request to the State Water Resources Control Board to investigate the feasibility of the creation of a consolidated and regional community water system. The potential of such a regional community water system has not advanced to the point that it would be reasonable and practical to evaluate its cumulative impacts. A feasibility study and community engagement process for such a potential future project has not been completed, nor has an environmental review been initiated. Thus, there is no evidence in the record showing that such a regional community water system is feasible, probable or sufficiently certain to occur. Relatedly, project details for such a potential future project are not known that would allow for meaningful cumulative impacts analysis.

There are several Community Water Systems within the Mendocino community, including Point of View Mutual Water Company (MWC), Hills Ranch MWC, and Big River Vista MWC. Additionally, there are multiple other Public Water Systems within the area, including the MUSD, the Hill House Limited Liability Corporation, California State Parks-Mendocino Headlands, Manchester Union Elementary School, Harvest at Mendosas, Green Real Estate Enterprises, and others. As noted above, there is no evidence in the record showing that such a regional community water system is feasible, probable or sufficiently certain to occur and project details for such a potential future project are not known that would allow for meaningful cumulative impacts analysis. CEQA documentation is not required to speculate about the cumulative impacts that might occur from such projects (Pre-serve Wild Santee v City of Santee (2012) 210 CA4th 260, 277).

Impact "b" in Section 3.21 of the Subsequent MND has been revised to clarify the evaluation of potential cumulative impacts. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 12-6

The MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California Department of Water Resources determined that combining the funding to create one project that achieves the overall goals of both projects is acceptable. The California Department of

Water Resources UMBDR grant Agreement identifies the MUSD and MCCSD as Implementing Agencies.

On May 24, 2023, a request from Christina and Bob Aranguren was made to MUSD via email which stated the following:

> *"Mr. Morse; In light of new information effected by an amendment to the UMBDRF Grant Agreement currently under consideration by the California Department of Water Resources and the Mendocino City Community Services District, we respectfully request that the public comment period for the Subsequent Mitigated Negative Declaration for a water system reconstruction project be modified from May 11- June 9, 2023 and reopened after finalization of said amendment."*

On May 30, 2023, MUSD responded via email to Christina and Bob Aranguren as follows:

> *"Dear Mr. and Mrs. Aranguren: Thank you for taking the time to provide your comment on the Subsequent Mitigated Negative Declaration for the Water Supply and Storage Project. We have discussed your comment and the question of new information contained in or affected by the amendment to the Urban and Multibenefit Drought Relief Grant Agreement with the Department of Water Resources (DWR). MUSD and MCCSD have reviewed the changes contained in the amendment, which consist of a revised point of contact for DWR and inclusion of MUSD as an Implementing Agency and Local Project Sponsoring Agency. We see no new information that would affect the scope of the project or the CEQA review. After reviewing the comment DWR representatives concur that there is nothing in the forthcoming amended agreement that has any bearing on the scope of the project and CEQA process, nor does it change any of the requirements in the current agreement. The amendment language is very simple, and a copy will be provided to you once it is received. DWR recommends MUSD stay the course with the current project schedule."*

MUSD subsequently forwarded a copy of the existing Grant Agreement and amended Grant Agreement to Christina and Bob Aranguren. No conflict with the Grant Agreement has been identified.

Response to Comment 12-7

The MUSD owns, operates, and maintains a Public Water System to provide potable and fire water system to serve its K-8 School, High School and MUSD Office, as well as Friendship Park and the Community Center of Mendocino. There is no provision in the State regulations, including the Education Code, barring a School District from operating its own water supply. Many rural schools are required to have well systems for potable use. As described in Master Response 1, MCCSD will operate and maintain their portion of the infrastructure that would be built as part of the Modified Project and would be responsible for the distribution of water during a drought emergency.

In addition, the comment asserts that the Subsequent MND "fails to provide evidence that the [project] . . . is in compliance with MUSD's mission, authority, and obligations as a California public school district to extract, treat, stored [sic], distribute, allocate, provide, and/or sell State water resources to parties and/or parcels outside its purview and jurisdiction." It is not clear on what this assertion of what MUSD's "mission, authority" etc. is based, therefore a response is difficult to provide. Apart from a very general obligation that groundwater only be used for "reasonable beneficial use" there is no general law that prohibits groundwater from being provided to third parties such as to MCCSD or its customers. Please see Response to Comment 11-2 and 11-3 for additional information.

Response to Comment 12-8

The emergency water supply component of the Modified Project is intended to provide an emergency water reserve that could be utilized to partially meet the needs of MCCSD customers during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. Emergency water supplies would only be accessed by MCCSD in response to such designated drought conditions. The emergency water supply would help serve emergency water needs of eligible MCCSD customers in the MCCSD service area.

Section 1.6 (Operation and Maintenance) of the Subsequent MND has been revised to clarify operation and maintenance obligations of both MUSD and MCCSD. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org/.

Response to Comment 12-9

The MUSD is aware of the standard of review for a Mitigated Negative Declaration. As described in Response to Comment 12-2, the Subsequent IS/MND reflects a complete and thorough review of the Modified Project. As part of the review and analysis no potentially significant impacts were identified that would trigger the need for an EIR. Feasible mitigation measures were identified to reduce all potential impacts to less than significant.

Response to Comment 12-10

This comment does not specify a particular issue regarding the adequacy of the Subsequent MND. Please see Response to Comment 12-12.

Response to Comment 12-11

This comment does not specify a particular issue regarding the adequacy of the Subsequent MND. Please see Response to Comment 12-12.

Response to Comment 12-12

The comment states there is substantial evidence to support a fair argument that the Modified Project, along with reasonably foreseeable future projects, may have adverse cumulative effects, but does not indicate what that evidence is.

The Subsequent MND included a full environmental review of the Modified Project, including a new Biological Resources Report, Environmentally Sensitive Habitat Analysis, Archaeological Resources Study, Tribal communications, Aquatic Resources Delineation, and Hydrogeologic Study. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements.

The Subsequent MND evaluates each of the CEQA Guidelines Appendix G checklist questions for hydrological, biological, transportation, and cumulative effects in Section 3.10 (Hydrology and Water Quality, Section 3.4 (Biological Resources), Section 3.17 (Transportation), and Section 3.21 (Mandatory Findings of Significance), respectively.

Please see Response to Comment 12-5 for a discussion of reasonably foreseeable future projects may have adverse cumulative environmental effects.

Impact "b" in Section 3.21 of the Subsequent MND has been revised to clarify the evaluation of potential cumulative impacts. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 12-13

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. The approximate maximum annual extraction of 24.15 acre-feet from the proposed well field during a drought condition noted in the Subsequent MND was not accurately representative of the amount of emergency potable water supply that has historically been used or is anticipated to be needed during future emergency drought conditions. The 24.15 acre-feet was an estimate from the hydrogeologic study of what could potentially be extracted from the shallow aquifer under a scenario of continuous pumping of 6 wells at 5 gallons per minute for a duration of 12 months occurred. This extraction amount is not representative of the amount of pumping proposed with the Modified Project and has been removed in the Final Subsequent MND.

Section 1.6 of the Subsequent MND has been revised to clarify operation and maintenance related details. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 12-14

The Subsequent MND discusses water deliveries in Section 1.6 (Operation and Maintenance), Section 3.3 (Air Quality), Section 3.6 (Energy), Section 3.8 (Greenhouse Gas Emissions), and Section 3.17 (Transportation). During a period where MCCSD accesses water in response to a drought condition, water deliveries would involve filling an approximately 3,500-gallon to 4,000-gallon water truck from a metered fire hydrant or from the MUSD's water supply and storage site, and delivery to public and private water tanks by a contracted hauling company. Off-loading would be no different than existing conditions where users have received water deliveries from the City of Fort Bragg and the City of Ukiah.

As noted in Section 3.3 (Air Quality) and Section 3.8 (Greenhouse Gas Emissions), relative to air quality and greenhouse gasses, water truck trips would only occur during an emergency or drought period when emergency water supplies are being provided to the community. During past drought conditions when emergency water supplies have been required, the City of Fort Bragg has supplied water to parcels within the community of Mendocino via water hauling. In the peak of the most recent 2021 drought period, Fort Bragg stopped supplying hauled water to Mendocino because of limitations with their own water supply. Hauled water was then coordinated to be delivered from the City of Ukiah. In comparison, hauling of a portion of the needed emergency water supply during a drought condition from within the community of Mendocino would result in a reduction in mobile source air quality and greenhouse gas emissions from trucks due to shorter hauling distances, comparative to hauling from Fort Bragg or Ukiah.

Relative to transportation, as discussed in Section 3.17 (Transportation) of the Subsequent MND, the Office of Planning and Research screening thresholds for vehicle miles travelled includes an assumption that projects that generate or attract fewer than 110 trips per day may be assumed to cause a less-than-significant transportation impact. In comparison, the anticipated trips for the project would be approximately one traffic trip per day on average for ongoing routine maintenance of the water system,

and approximately 10 hauled water truck trips per day when emergency water supplies were being provided during a drought condition.

Section 1.6 of the Subsequent MND has been revised to clarify operation and maintenance related details. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Please see Response to Comment 12-5 related to cumulative projects and 12-7 related to districts.

Response to Comment 12-15

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. As noted in the Memorandum of Understanding, if subsequent hydrological testing shows that the water cannot be extracted without negatively impacting resources, then the wells would not be developed for potable water production. Mitigation Measure HWQ-2 from the Subsequent MND also requires implementation of best management practices to ensure close monitoring of groundwater levels during any pumping. This includes spacing of wells, pumping limitations, pump tests, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

Response to Comment 12-16

Impact “b” in Section 3.10 of the Subsequent MND has been revised to clarify that MCCSD performed a public outreach effort to identify wells of interest. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 12-17

The Well Siting Study is included as Appendix C of this Response to Comments and was available online during the 30-day review period at:

https://www.mccsd.com/files/6938d5e77/2023-03-29+MCCSD+Well+Siting+Report.pdf

Response to Comment 12-18

The Modified Project includes MUSD improvements to address existing identified MUSD water system deficiencies and improvements in conjunction with the MCCSD to provide an emergency water supply for MCCSD customers in response to a drought condition. The emergency water supply component of the Modified Project is intended to provide an emergency water reserve that could be utilized during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. During years when no drought conditions or water shortage emergency is in effect, no emergency water supplies would be used. During such years, people within the MCCSD service area that need supplemental water would continue to purchase water elsewhere, as is done currently and in the past, from such entities as the City of Fort Bragg or the City of Ukiah.

Please see Response to Comment 12-5 related to cumulative projects.

Response to Comment 12-19

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply including estimated ranges of potential volumes of emergency water that could potentially be used.

As noted in Response to Comment 12-18, the emergency water supply component of the Modified Project is intended to provide an emergency water reserve that could be utilized to partially meet the needs of the local community during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. During years when no drought conditions or water shortage emergency is in effect, no emergency water supplies would be used. During such years, people within the MCCSD service area that need supplemental water would continue to purchase water elsewhere, as is done currently and in the past, from such entities as the City of Fort Bragg or the City of Ukiah. The proposed emergency water supply component of the Modified Project is not designed to replace previously used sources of emergency water supply, but rather, only to supplement such supplies for greater reliability.

Response to Comment 12-20

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. Section 1.6 (Operation and Maintenance) of the Subsequent MND has been revised to clarify operation and maintenance related details. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Please see Response to Comment 12-5 related to cumulative projects.

Response to Comment 12-21

Slaughterhouse Gulch is classified in the project area as an intermittent stream per the USGS National Hydrography Dataset. The stream drains directly to the Pacific Ocean at Agate Beach on the Mendocino coastline. Slaughterhouse Gulch is within the Big River Watershed Hydrologic Unit 113.30, but is not a tributary to Big River. Please see Figure 1 (Slaughterhouse Gulch Drainage) in Response to Comment 8-2.

The avoidance and mitigation measures for the Modified Project include setbacks for watercourses and wetlands. Proposed tank locations will be approximately 100-feet away from the closest aquatic habitat within the project area, maintaining sufficient buffers for development/vegetation removal near Class II/Class III channels. Proposed improvements to the access road leading to the well sites in the northern portion of the study area will maintain a 50-foot buffer from aquatic habitat, similarly maintaining adequate setbacks and avoiding significant impacts.

An existing on-site caisson well is proposed to be used as a monitoring well related to monitoring pumping effects on spring-fed headwaters at the Project site. Additionally, a subwatershed stream gauge is proposed as part of the Modified Project to monitor the southernmost unnamed tributary to Slaughterhouse Gulch. A full water budget analysis for the watershed is not required for this project as it is not part of a DWR-designated high or medium priority groundwater basin.

The Subsequent MND included completion a new Biological Resources Report, Environmentally Sensitive Habitat Analysis, Aquatic Resources Delineation, and Hydrogeologic Study. The Subsequent MND also evaluates the potential impact on interconnected surface waters in Impact "b" in Section 3.10, Hydrology and Water Quality. The Modified Project does not propose any surface water diversions, and has been designed with setbacks from on-site watercourses and wetlands. Mitigation Measure HWQ-2 includes best management practices such as spacing of wells, pumping limitations, pump tests, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with interconnected surface waters or neighboring wells.

Response to Comment 12-22

Slaughterhouse Gulch is classified in the project area as an intermittent stream per the USGS National Hydrography Dataset. The slope surrounding the watercourse in the Project study area was less than 30%. There were no spawning gravels present in the channel throughout the study boundary, and the upper reach of the channel was dry and appeared to only be capable of sediment transport under normal high water flow conditions; therefore, the upper reach to the south of the existing road prism is likely to be classified as a Class III stream. Habitat for non-fish aquatic species was present in the lower western portion of the intermittent channel (to the north of the existing road prism); therefore, the lower reach is likely to be classified as a Class II stream.

As noted in the Subsequent MND, a reconnaissance level evaluation of aquatic resources within the Project site was completed on September 29, 2022, and a formal wetland delineation was conducted on October 11 and 12, 2022. During field investigations, two intermittent watercourses (springs) were identified in the southern portion of the Project site, running from east to west (upslope to downslope). No work is proposed within the watercourses or wetlands. The Subsequent MND identified a potential impact to the wetlands during construction such as indirect impacts from construction activities such as contribution of sediment from erosion. Implementation of Mitigation Measure BIO-7 is included in the Subsequent MND to reduce the impact to a less-than-significant level by implementing BMPs to protect aquatic resources during construction.

The Subsequent MND evaluates the potential impact on interconnected surface waters in Impact "b" in Section 3.10, Hydrology and Water Quality. Although no work is proposed within the watercourses or wetlands, the potential impact of proposed groundwater pumping on interconnected surface waters was conservatively considered potentially significant. Mitigation Measure HWQ-2 of the Subsequent MND includes best management practices such as spacing of wells, pumping limitations, pump tests, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with interconnected surface waters or neighboring wells.

Response to Comment 12-23

A baseline flow rate leaving the site would be determined with the proposed streamgauge that would be installed in the intermittent stream channel along the western boundary of the Project site (see Figure 1 in Response to Comment 8-2). Monitoring activities would begin prior to completion of a pump test as part of a subsequent hydrological study pursuant to be completed in accordance with MCCCSD Ordinance 2020-01.

Mitigation Measure HWQ-2 in the Subsequent MND requires implementation of best management practices to ensure no substantial surface water depletion and minimizes the potential for well interference. This includes:

- Proposed groundwater wells shall be setback from surface waters by a minimum of 1.5 times their anticipated radius of influence.
- One stream gauge or staff plate shall be installed in upper Slaughterhouse Gulch, on the Project parcel just down gradient of the existing caisson wells and near the property boundary where observed surface water flows leave the parcel.
- MCCSD and MUSD shall perform monitoring of the stream gauge before, during and after the proposed test wellfield installation and pump testing is performed. The gauge should be periodically monitored during MCCSD's hydrological testing period.
- MCCSD and MUSD shall convert an existing caisson well into a monitoring well to monitor groundwater levels in the vicinity of the mapped wetland and well field.

Response to Comment 12-24

MUSD consulted CDFW's California Natural Diversity Data Base to obtain a list of special status plant and wildlife species that could potentially occur in the Project vicinity. CDFW maintains the database of known occurrences of special status species. A list of these species known to occur within the USGS 7.5 Minute quad containing the Project area and each surrounding quad was obtained through this database and potential effects resulting from the Project were assessed for each species identified. MUSD submitted the Subsequent MND, Notice of Intent to Adopt an MND, Notice of Completion, and Summary Form to the State Clearinghouse for review by state agencies. On the Notice of Completion, MUSD recommended that the State Clearinghouse distribute the Subsequent MND to nine specific agencies, which included Fish and Wildlife Region 1. Based on a review of CEQANet, the State Clearinghouse distributed the Subsequent MND to both Fish and Wildlife Region 1 and Region 7, as well as 18 other state agencies. CDFW will also be consulted directly if any of the recommended preconstruction surveys (i.e. nesting birds) that are required as mitigation measures in the Subsequent MND result in the detection of protected species.

Response to Comment 12-25

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply. Section 1.6 (Operation and Maintenance) of the Subsequent MND has been revised to clarify operation and maintenance related details. For ease of reference, the edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Although no work is proposed within the watercourses or wetlands, the potential impact of proposed groundwater pumping on interconnected surface waters was conservatively considered potentially significant. Mitigation Measure HWQ-2 in the Subsequent MND requires implementation of best management practices to ensure no substantial surface water depletion. This includes:

- Proposed groundwater wells shall be setback from surface waters by a minimum of 1.5 times their anticipated radius of influence.

- One stream gauge or staff plate shall be installed in upper Slaughterhouse Gulch, on the Project parcel just down gradient of the existing caisson wells and near the property boundary where observed surface water flows leave the parcel.
- MCCSD and MUSD shall perform monitoring of the stream gauge before, during and after the proposed test wellfield installation and pump testing is performed. The gauge should be periodically monitored during MCCSD's hydrological testing period.
- MCCSD and MUSD shall convert an existing caisson well into a monitoring well to monitor groundwater levels in the vicinity of the mapped wetland and well field.

Pumping to provide emergency water supplies would be monitoring and managed to not exceed levels that would result in any drawdown of streams or offsite wells. A baseline flow rate leaving the site would be determined with the proposed streamgauge that would be installed in the intermittent stream channel along the western boundary of the Project site. Monitoring activities would begin prior to completion of a pump test as part of a subsequent hydrological study pursuant to be completed in accordance with MCCCSD Ordinance 2020-01. As noted between the Memorandum of Understanding between the MUSD and MCCSD (Appendix D), if subsequent hydrological testing shows that the water cannot be extracted without negatively impacting resources, then the wells would not be developed for potable water production.

The MUSD submitted the Subsequent MND, Notice of Intent to Adopt an MND, Notice of Completion, and Summary Form to the State Clearinghouse for review by state agencies. Based on a review of CEQANet, the State Clearinghouse distributed the Subsequent MND to the California Coastal Commission, Fish and Wildlife Region 1 and Region 7, as well as the State Water Resources Control Board, Division of Drinking Water, State Water Resources Control Board, Division of Water Quality, State Water Resources Control Board, Division of Water Rights, Regional Water Quality Control Board #1, California State Lands Commission, California Department of Water Resources, California Natural Resources Agency, and 10 other state agencies.

Response to Comment 12-26

Mitigation Measure HWQ-2 in the Subsequent MND requires implementation of best management practices to ensure no substantial surface water depletion. This includes required setbacks for the proposed emergency wells such that wells would be located away from surface waters by a minimum of 1.5 times a well's anticipated radius of influence. In addition, Mitigation Measure HWQ-2 includes establishment of a stream gauge on the southern seasonal branch of the upper Slaughterhouse Gulch drainage on the MUSD near the property boundary where observed surface water flows leave the parcel. Based on known topographic contours and groundwater flow directions relative to the proposed well field, the establishment of the proposed stream gauge on the southern seasonal branch of upper Slaughterhouse Gulch is ideally located and adequate for monitoring purposes. See Figure 1 (Slaughterhouse Gulch Drainage) and Figure 2 (Site Drainage) in Response to Comment 8-2.

Response to Comment 12-27

The proposed stream gauge on the southern seasonal branch of upper Slaughterhouse Gulch would be manually read and recorded by MUSD's water system operator. This means of monitoring is typical and adequate for monitoring purposes.

Response to Comment 12-28

Posting of real-time water production and use data on public access websites is not a common practice. Public water system managers, such as the MUSD, may provide system-wide water production and use data to customers, but not typically to the public at large. MCCSD has no water system, but would record the volume of emergency water accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. Such records could be made available upon a request.

Response to Comment 12-29

The Hydrogeologic Study and Section 3.10 of the Subsequent MND evaluated the potential effects of the Project on groundwater levels and sustainable groundwater management of the basin. This included an evaluation of groundwater recharge, saltwater intrusion, land surface subsidence, groundwater levels, interconnected surface waters, and groundwater quality. The Hydrogeologic Study included public outreach efforts, review of well logs, collection of depth to water measurements at six neighboring properties, and a pump test over a 5-day continuous period to evaluate groundwater levels and potential well interference impacts, which found no drawdown effects at off-site wells.

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by pump tests will provide additional estimation of the well field's radius of influence and cone of depression, as well as to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

As noted in the Memorandum of Understanding, if subsequent hydrological testing shows that the water cannot be extracted without negatively impacting neighboring wells, including MUSD's existing wells, then the wells would not be developed for potable water production.

Response to Comment 12-30

No surface water diversions are proposed for the Modified Project. A Lake and Streambed Alteration Agreement is not anticipated to be required as the project design avoids all surface waters and there are no proposed alterations to the bed and/or bank of any stream. Please see Response to Comment 12-21 and 12-22 for additional information.

Response to Comment 12-31

The Modified Project includes avoidance and environmental sensitive habitat area setbacks for watercourses and wetlands. No surface water diversions are proposed for the Modified Project.

Mitigation Measure HWQ-2 in the Subsequent MND requires implementation of best management practices to ensure no substantial surface water depletion. This includes:

- Proposed groundwater wells shall be setback from surface waters by a minimum of 1.5 times their anticipated radius of influence.
- One stream gauge or staff plate shall be installed in upper Slaughterhouse Gulch, on the Project parcel just down gradient of the existing caisson wells and near the property boundary where observed surface water flows leave the parcel.
- MCCSD and MUSD shall perform monitoring of the stream gauge before, during and after the proposed test wellfield installation and pump testing is performed. The gauge should be periodically monitored during MCCSD's hydrological testing period.
- MCCSD and MUSD shall convert an existing caisson well into a monitoring well to monitor groundwater levels in the vicinity of the mapped wetland and well field.

A baseline flow rate leaving the site would be determined with the proposed streamgauge that would be installed in the intermittent stream channel along the western boundary of the Project site. Monitoring activities would begin prior to completion of a pump test as part of a subsequent hydrological study pursuant to be completed in accordance with MCCCSD Ordinance 2020-01.

Please see Response to Comment 12-5 related to cumulative projects.

Response to Comment 12-32

The Modified Project includes avoidance and environmental sensitive habitat area setbacks for watercourses and wetlands. No surface water diversions are proposed for the Modified Project. The Project avoidance and mitigation measures include setbacks for watercourses and wetlands and avoiding significant impacts to benthic invertebrates. Additionally, erosion control measures will be implemented to further protect water quality. Please see Response to Comments 12-31 for additional information on mitigation to be implemented to protect surface waters.

Response to Comment 12-33

Impact "g" in Section 3.9 of the Subsequent MND evaluates if the project would expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. The analysis acknowledges that the Project site is located within a State Responsibility Area (SRA) and in an area designated as a "moderate" fire hazard severity zone. The Subsequent MND notes that it is possible that fire ignition could occur during construction (e.g. related to heavy machinery usage), and given the vegetation at the Project site and the proximity of nearby residences, the construction-related impact is considered significant. Mitigation Measure HAZ-2 is included in the Subsequent MND, which would require the use of construction techniques that would reduce the likelihood of wildland fires during construction of the project.

Section 3.20 of the Subsequent MND evaluates the Modified Project relative to the four current CEQA Guidelines Appendix G checklist questions for wildfire, including whether the project would:

- Substantially impair an adopted emergency response plan or emergency evacuation plan;
- Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire;

- Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; or
- Expose people or structures to significant risks, including downslope or downstream flooding or landslides as a result of runoff, post-fire slop instability, or drainage changes.

Please see Response to Comment 12-34 for additional information regarding wildfire risk.

Response to Comment 12-34

The Project includes MUSD improvements to address identified water system deficiencies, as well as improvements in conjunction with the MCCSD to provide an emergency water supply for MCCSD customers during a drought scenario. Assuming successful completion of the improvements covered in the UMBDR grant, water would only be accessed by MCCSD during a State or Federally proclaimed state of emergency based on drought conditions or when a MCCSD-declared water shortage emergency has been issued and interim or immediate relief is needed via hauled water. During years when no drought conditions or water shortage emergency is in effect, no emergency water supplies would be used. During such years, people within the MCCSD service area that need supplemental water would continue to purchase water elsewhere, as is done currently and in the past, from such entities as the City of Fort Bragg or the City of Ukiah.

Based on an initial Hydrogeologic Study, a number of wells were monitored downgradient of the Project site, and no influence on nearby wells was observed during the continuous pumping event that occurred from October 28, 2022 to November 1, 2022. The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. The additional monitoring and analysis provided by pump tests will provide additional estimation of the well field's radius of influence. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures. Based on the nature of the project and the mitigation measures, depletion or chronic lowering of groundwater levels would not result and would not relatedly increase the potential for elevated wildfire risks.

Please see Response to Comment 12-5 related to cumulative projects.

Impact "g" in Section 3.9 of the Subsequent MND and Impact "c" in Section 3.20 of the Subsequent MND have been revised to clarify project details and impacts. For ease of reference, these edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 12-35

Mitigation Measure AIR-1 in the Subsequent MND requires the MUSD and contractor to implement airborne dust control measures during construction in accordance with the Mendocino County Air Quality Management Regulations. The MUSD agrees to ensure that water is used for dust control, as opposed to chemicals or dust, and will limit construction speeds on unpaved surface to a speed limit of 10 miles per hour per Mitigation Measure AIR-1.

Mitigation Measure AIR-1 in Section 3.3 of the Subsequent MND has been revised to clarify the proposed change to the mitigation measure language. For ease of reference, these edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

Response to Comment 12-36

Please see Response to Comment 12-2 relative to relationship of the Subsequent MND to the original MND. Please see Response to Comment 12-5 related to cumulative projects.

Sections 1.1 (Introduction and CEQA Requirements), Section 1.2 (Project Background and Modifications), Section 1.4 (Environmental Setting) and Section 1.5 (Modified Project Description) of the Subsequent MND have been revised to clarify project details and the environmental setting, nature, and purpose of the Modified Project. For ease of reference, these edits are indicated in strikeout and underline mode in the Final Subsequent MND, which is included online at https://www.mendocinousd.org.

The Subsequent MND utilized thresholds of significance related to a particular environmental effect. Examples include the CEQA Guidelines, goals, policies and ordinances in applicable General Plan, Air Pollution Control District Thresholds of Significance, Office of Planning and Research advisories on evaluating transportation impacts, groundwater sustainability indicators, and others. The Subsequent MND included completion of a full environmental review of the Project, including a new Biological Resources Report, Environmentally Sensitive Habitat Analysis, Archaeological Resources Study, Tribal communications, Aquatic Resources Delineation, and Hydrogeologic Study. The technical information from these studies was used as the basis of analysis. The Subsequent MND evaluated each environmental topic area and question in the CEQA Guidelines Appendix G Checklist and included new and expanded mitigation measures to address impacts related to the modified improvements. Based on the evaluation, the potential impacts of the Modified Project were found to be mitigated to a less than significant level based on the use of substantial evidence and applicable significance thresholds.

Response to Comment 12-37

Please see Master Response 1 for clarifying details related to the proposed operation of an emergency potable water supply.

Response to Comment 12-38

The comments were placed into the administrative record and have been responded. MendoMatters will be added to the notification list pertaining to the project.

Max Yeh, Response 13-1

Response to Comment 13-1

Locally, groundwater levels correlate with precipitation records. When significant precipitation occurs, groundwater levels rise and when droughts persist, groundwater levels lower. There is no long-term groundwater storage – it is recharged annually and shallow groundwater in the area is in flux flowing down a relatively steep gradient. There is no deep, closed alluvial aquifer underlying the Project area that requires years of active and passive recharge to increase storage. Storage here is only meant to be referred to the groundwater in flux and flowing through the project area downhill. Should precipitation

cease altogether, shallow groundwater levels would likely decline (irrespective of pumping activities) within a year or two.

Data has been collected during constant pumping within the project area from monitoring wells and domestic wells to ±0.01 feet both manually with depth to water meters and digitally with pressure transducers. Characterization of the shallow aquifer (through pumping tests) and groundwater monitoring of the area of influence, adjacent domestic wells and wetlands are the most reliable and cost-effective methods of evaluating the effects of pumping.

The Memorandum of Understanding between the MUSD and MCCSD (Appendix D) and Mitigation Measure HWQ-2 of the Subsequent MND require proposed well construction to be completed in accordance with MCCCSD Ordinance 2020-01. This includes notification of surrounding properties and a 72-hour pump test as part of a subsequent hydrogeologic study during construction. The additional monitoring and analysis provided by pump tests will provide further estimation of the well field's radius of influence and cone of depression, as well as to allow for further means to minimize or eliminate potential impacts on neighboring wells and down gradient conditions. Mitigation Measure HWQ-2 also includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, monitoring of stream gauges, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with groundwater levels or neighboring wells.

State Water Resources Control Board, Responses 14-1 to 14-7

Response to Comment 14-1

Section 1.8 (Required Agency Approvals) of the Subsequent MND notes that a water supply permit amendment is required for the Modified Project.

Response to Comment 14-2

Please see Response to Comments 14-3 through 14-7 for responses to the State Water Resources Control Board specific comments on the Subsequent MND.

Response to Comment 14-3

The project scope evaluated in the 2020 Initial Study/MND for the DWSRF funded improvements matches the project description in the DWSRF financing agreement. After adoption of the MND in 2020 and approval of the project, the MUSD agreed to coordinate with MCCSD on local emergency water supply and storage in response to a drought scenario. In 2022, MCCSD, in cooperation with the MUSD, received a grant from the State of California Department of Water Resources through the Urban and Multibenefit Drought Relief (UMBDR) grant program (Agreement No. 4600014624) to help serve emergency water needs of eligible MCCSD customers. The UMBDR grant Agreement identifies the MUSD and MCCSD as Implementing Agencies. Given the additional improvements proposed at MUSD's site, a reevaluation of the overall potable water storage strategy at the site was conducted to implement an improved and more integrated design solution. Through this review, the MUSD and MCCSD entered into a Memorandum of Understanding on April 20, 2023 to combine the funded improvements into a single system for better long-term management, maximizing the available funding, leveraging economy of scale, and reducing the total number of water tanks and the project footprint. The grant administrators at the California State Water Resources Control Board and the State of California

Department of Water Resources determined that combining the funding to create one project that achieves the overall goals of the improvements is acceptable. The MUSD, serving as the CEQA Lead Agency, prepared a Subsequent MND for the Modified Project in compliance with Section 15162 of the CEQA Guidelines evaluating both MUSD improvements to address existing identified MUSD water system deficiencies and improvements in conjunction with the MCCSD to provide an emergency water supply.

Response to Comment 14-4

The access road locations to the additional wells, which are funded through the UMBDR grant, are shown generally where they are anticipated to be constructed. Some minor adjustments to the access road alignment and proposed well locations may occur during construction to improve access and avoid trees. The plans showing the access road locations were provided to the State Water Board, DDW Mendocino District office, which had no comments on the proposed design.

Response to Comment 14-5

Please see Master Response 1 for clarifying details related to the proposed emergency potable water supply component of the Modified Project and estimates on the potential volume of emergency water that may reasonably be anticipated to be used during a drought condition. Mitigation Measure HWQ-2 applies to both the design of the emergency water supply wellfield and the future operation of the emergency water supply wellfield, including during drought conditions. This includes best management practices such as spacing of wells, pumping limitations, monitoring of adjacent domestic wells, well setbacks from surface waters, an on-site stream gauge, and other measures to ensure any pumping for emergency water supply purposes is conducted sustainably and does not interfere with surface water, groundwater levels, or neighboring wells.

Response to Comment 14-6

Section 1.5.1 (Construction Information) in the Subsequent MND discusses how tank deconstruction and new tank construction would be coordinated. The Subsequent MND notes that in order to ensure that the water system remains operational during construction, demolition and construction of the new tanks would be phased to maintain water service at all times. If needed, a system of temporary water storage tanks may also be installed at the Project site prior to demolition of an existing tank. If temporary tanks were utilized, a concrete or gravel pad would be constructed to support the temporary tanks. The temporary tanks would be secured in place with guy line anchors or anchor bolts at the base of the tanks, helical anchors, or similar methods. Water supply would be maintained to users during construction.

Response to Comment 14-7

The MUSD Board of Trustees is scheduled to consider adoption of the Subsequent MND and approval of the Project at a special meeting scheduled on June 28, 2023. If the MUSD Board of Trustees adopts the Subsequent MND and approves the Project, the MUSD will upload the applicable CEQA documentation to the Financial Assistance Application Submittal Tool. MUSD will provide the SWRCB a notice of the meeting.

Appendices

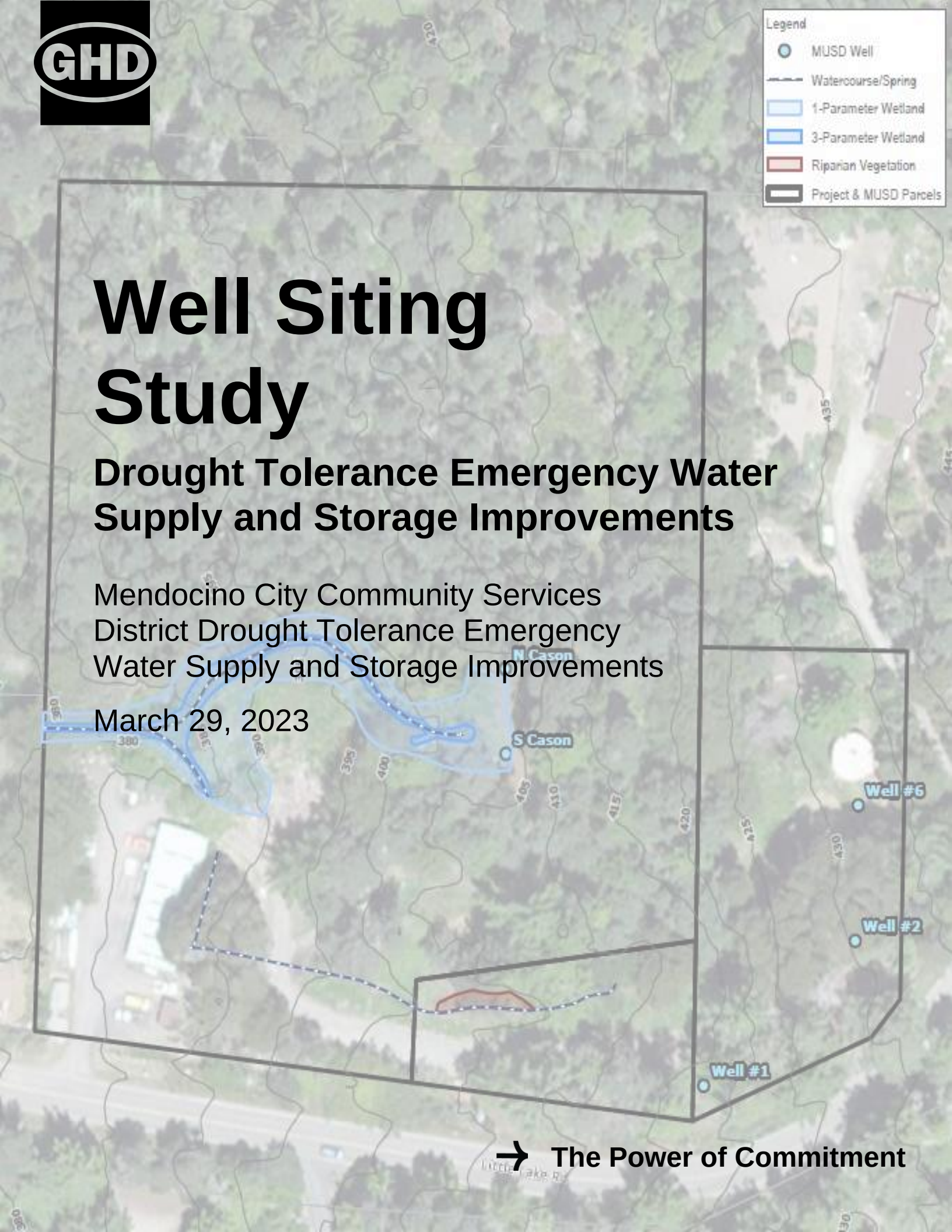
Appendix A Well Siting Study

Well Siting Study

Drought Tolerance Emergency Water Supply and Storage Improvements

Mendocino City Community Services District Drought Tolerance Emergency Water Supply and Storage Improvements

March 29, 2023



→ The Power of Commitment

Project name		MCCSD Drought Tolerance Emergency Water Supply and Storage Improvements					
Document title		Well Siting Study | Drought Tolerance Emergency Water Supply and Storage Improvements					
Project number		12584992					
File name		MCCSD Well Siting Report.docx					
Status Code	**Revision**	**Author**	**Reviewer**		**Approved for issue**		
			Name	**Signature**	**Name**	**Signature**	**Date**
S3	01	Coleton Golden	Ryan Crawford		Matt Kennedy		2/21/2022
S3	02	Coleton Golden	Ryan Crawford		Matt Kennedy		3/29/2023

GHD

2235 Mercury Way,

Santa Rosa, California 95407, United States

T +1 707 523 1010 | **F** +1 707 527 8679 | **ghd.com**

Contents

Table index

Figure index

Appendices

NOTE: This study was developed utilizing common engineering and hydrogeologic resources and with information provided by the Mendocino City Community Services District, the Mendocino Unified School District and from previous studies. Engineering judgment was applied where appropriate. Future conditions may vary from those predicted in this study. All recommendations should be validated and adjusted as appropriate during the design and construction process. Due to periodic changes to regulations, procedures, design guides, and policies, the potential solutions and recommendations contained herein may be subject to revision.

1. Introduction

1.1 Purpose of this report

GHD Inc. (GHD) was engaged by the Mendocino City Community Services District (MCCSD) to prepare this well siting study, which follows up on the conclusions and recommendations of a hydrogeological investigation of groundwater availability prepared by GHD in January 2023 (GHD, 2023) and previous studies published by GHD in 2019 and others for the Mendocino Unified School District (MUSD) wellfield and the immediate vicinity. Additionally, this study reviews and summarizes a previous MUSD Well Siting Study (GHD, 2019) and brings it into the context of this project's goals and objectives. The purpose of the information provided herein is to ultimately support the environmental review, siting, and final design of a new well field consisting of up to ten water supply wells within the MUSD property accessed from Little Lake Road. This scope of work supports the Drought Tolerance Emergency Water Supply and Storage Improvements project that is jointly supported by the MCCSD and MUSD and funded by the California Department of Water Resources Urban and Multibenefit Drought Relief Grant program and California Water Resources Control Board Proposition 1 Drinking Water State Revolving Fund Planning and Construction Grants.

The project Site is located on a MUSD owned parcels located north of the K-8 School campus. The wells are located on one parcel (APN 119-100-03) that is accessed from Little Lake Road and located west of the school's existing supply wells and storage tanks, shown in Appendix A, Figure A. The Site consists of only the single parcel and does not include the adjacent parcel to the east where the construction of replacement water tanks and a treatment and control building is planned. The proposed locations of the well field are shown in Appendix A, Figure A.

The project proposes to develop additional water supply and provide additional water storage to assist the Village of Mendocino in meeting daily water demands during drought conditions and minimize the need to import water from outside the area. Water would be stored in and accessed from the MUSD water system, which serves the K-8 School, Mendocino High School, Friendship Park and the Mendocino Community Center. The purpose of this study is to review potential locations for a secure, reliable, high-quality potable water supply to add to the MUSD system as a new emergency and back-up water source during drought conditions and for long-term water source resiliency for the Village of Mendocino. This study includes a review of:

- **Current Groundwater Conceptual Model.** – Local aquifers.
- **Site Conditions**. A summary evaluation was developed based largely on existing/previous studies and regional information.
- **Existing Well Construction**. Summarizing the existing potable water sources (MUSD Wells #1, #2, & #6) construction, repairs, and water quality data was reviewed to understand deficiencies of the system and how new supply wells could be feasibly sited, constructed, and integrated into the system.
- **Historical Water Usage**. Timeline records were reviewed and summarized to determine the need for a new well.
- **Site Screening Criteria**. Opportunities for Site locations were evaluated.
- **General Findings** and **Conclusions and Recommendations** were developed based on this and previous studies of the Site and area.

1.2 Scope and limitations

This report has been prepared by GHD for the Mendocino City Community Services District Drought Tolerance Emergency Water Supply and Storage Improvements and the Mendocino Unified School District and may only be used and relied on by Mendocino City Community Services District Drought Tolerance Emergency Water Supply and Storage Improvements and the Mendocino Unified School District for the purpose agreed between GHD and Mendocino City Community Services District Drought Tolerance

Emergency Water Supply and Storage Improvements and the Mendocino Unified School District as set out in Section 1 of this report.

GHD otherwise disclaims responsibility to any person other than Mendocino City Community Services District Drought Tolerance Emergency Water Supply and Storage Improvements and the Mendocino Unified School District arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.

The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the report. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

The opinions, conclusions and any recommendations in this report are based on assumptions made by GHD described in this report. GHD disclaims liability arising from any of the assumptions being incorrect.

1.3 Assumptions

This report summarizes information from the MCCSD, the MUSD, and previous studies by GHD and other information about a new well field proposed to be located on MUSD property which will be subject to review by the MCCSD, the MUSD, the County, State, and others.

Changes to the report will be made in part based on comments and feedback from reviews.

Recommendations for the new well field are preliminary and final locations may be updated based on additional data collected during test well installation anticipated in 2023, and feedback received from MCCSD, MUSD and other stakeholders.

2. Desktop Review

2.1 Previous results/conclusions of GHD 2019 MUSD Well Siting

GHD previously conducted a series of studies for MUSD for future additional production capacity and source water supply resiliency. These included a source water well inspection and specific capacity testing study (GHD, 2019b), a well siting study (GHD, 2019c), a test well drinking water source assessment and protection and water quality study (GHD, 2020), and constructed of a new test well (MUSD Well #6) with pump and specific capacity testing (GHD, 2021). The MUSD currently operates two active wells (Well #1 and Well #2) at the Site that will remain operational during the construction and implementation of the proposed well field.

In addition to previous GHD studies, numerous hydrological studies were performed in the 1980s through at least the early 2000s by Don Clark Engineering and Hydrology, and other regional firms. Hard copies were reviewed by GHD as provided by several domestic well owners downgradient to the MUSD.

2.1.1 Summary of MUSD 2019 Well Siting Study

GHD previously prepared a Well Siting Study (2019) supporting the construction of MUSD Well #6. The study included two areas that are located within the project boundaries of this project Site A and Site B with Well #6 being located inside Site B, as shown in Figure 1 below.

Figure 1 GHD 2019 Well Siting Study - Figure 3

A summary of Site A and B screening results for Well #6 are provided below:

Site A

- The anticipated shallow marine terrace materials here would be comparable to, and slightly thinner than, that of the Well #1 and Well #2 locations, resulting in an above average water yield for the area (based on available well completion reports in the vicinity);
- Water quality (relatively good) is anticipated to be comparable to that of Well #1 and #2, however, it is unclear how close the residential septic system to the west would be to the final well Site here and how much temporary noise mitigation would need to be considered;
- There is ample room to move around to the exact location of the test well (Well #6) away from any potential wetlands, springs, or other CEQA considerations;
- The property is owned by MUSD and access to a location here would be good; and,
- The Site is generally clear of overhead power lines and is relatively close to the existing and future water supply lines, the water treatment and control building, and storage tanks. Overall, this is a good potential Site for consideration of a test well. Although there are no major issues, temporary noise mitigation measures for adjacent residences and wetland setbacks may be necessary.

Site B

- The anticipated shallow marine terrace materials here would be comparable/equivalent to that of Well #1 and Well #2, resulting in an above average water yield for the area (based on available well completion reports, Appendix B); water quality (relatively good) is anticipated to be comparable to that of Well #1 and Well #2;
- There is decent room to move around the exact location of the test well (Well #6) away from any potential wetlands, springs, or other CEQA considerations;
- The property is owned by MUSD and access to a location here would be good; and,
- The Site may need some tree limb work prior to well construction, but is generally clear of overhead power lines and is very close to the existing and future water supply lines, the water treatment and control building, and storage tanks.

2.2 Background Summary

2.2.1 Site Conditions

The Site is located approximately 1 mile east of the Pacific Ocean on the Mendocino Headlands, on the outskirts of the Village of Mendocino. The Mendocino Headlands consist of a series of relatively flat terraces that form benches into the surrounding bedrock. The headlands protrude approximately 1/5 mile into the Pacific Ocean and terminate with nearly vertical cliff faces that generally extend between 40 and 60 feet above sea level.

The Site is situated on the north side of Little Lake Road, approximately 0.7 miles east of the intersection of Little Lake Road and State Route 1 at an elevation ranging from 385- to 425- feet NAD88. The Site slopes to the west at a consistent 10 percent grade and is heavily forested throughout with exception to the southwest corner where there is an existing MUSD maintenance building and driveway that leads east to the existing MUSD wells and water tanks.

The Site is located on Pleistocene aged marine terrace deposits that are underlain by Franciscan Complex Coastal Belt (Franciscan bedrock). A relatively shallow organic soil horizon overlays the terrace deposits that range from 1- to 4-feet in depth. Marine terraces represent former beach and near shore environments and consist of silty sand that form essentially flat stratigraphic surfaces that cover the underlying Franciscan bedrock (DWR, 1985). There are four primary marine terraces that have been documented by Todd and others that constitute the Mendocino Headlands marine terrace aquifers aquifer:

- **Casper Point**: Occurs between elevation of 40- to 80-feet elevation and is the youngest marine terrace (approximately 100,000 years old). The terrace is composed of medium-grained loose sand with few fines and is generally about 10 feet thick.
- **Jughandle Terrace**: Occurs between 80- to 160-feet elevation and is the second youngest marine terrace (about 200,000 years old). The terrace is composed of fine-grained silty sand and is generally about 20 feet thick with a maximum thickness of 35 feet.
- **Railroad Terrace**: Occurs between 160- to 200-feet elevation and is the third youngest terrace (about 300,000 years old). The terrace is composed of fine-grained sand with a higher percentage of silt and clay than the younger terraces.
- **Fern Creek Terrace**: Occurs between 300- to 400-feet elevation and is the oldest documented marine terrace (about 400,000 years old). The terrace is composed of fine-grained silt and clayey sand and is generally up to 15 feet thick.

Franciscan bedrock consists of interbedded greywacke sandstone and shale that is pervasively fractured. The bedrock holds very little potential for water storage however the fractures allow for groundwater storage and transmissivity and generally understood to decrease with depth and distance from the coastline (DWR, 1985).

The Site is located beyond the traditionally mapped extent of the Fern Creek Terrace, located approximately ¼ mile southwest. Nearby well completion reports indicate that the alluvial thickness on the western half of the Site is similar to that of the Fern Creek Terrance (around 15 feet) however there is a grade break that increases the elevation by approximately 30 feet which directly translates to increase of the marine terrace thickness to approximately 50 feet. This increase may be an extension of the Fern Creek Terrace or part of an unknown older and unmapped marine terrace.

The primary method of recharge for the aquifer is precipitation infiltration with excess surface runoff flowing into creeks and ultimately the Pacific Ocean to the west. Areas that have exposed bedrock tend to have poor infiltration rates resulting in the alluvial and marine terraces being primary recharge and storage areas. Due to the topographic setting of the Mendocino Headlands, a major portion of the annual groundwater outflow is through shallow springs along the surrounding cliffs resulting in the shallow aquifer(s) having reduced long-term storage capacity and influenced by the annual weather patterns much more than typical California inland valley alluvial aquifers.

Topography and groundwater flow indicate that surface and groundwater flow is northwest towards Slaughterhouse Gulch and is hydraulically disconnected from the Big River Watershed located south of the Village of Mendocino.

2.2.2 Current Groundwater Conceptual Model – Local Aquifers

Briefly developed here from this study and review of previous studies, is a general hydrogeological conceptual model (HCM) for groundwater underlying the Project Site and the immediate vicinity aquifers downslope. This is intended to aid in the siting and design of the proposed well field and for future surface and groundwater monitoring protocols. This should be considered preliminary and should be updated as future groundwater monitoring data is collected. Directly below the study area (MUSD) and to the west are three principal aquifer types – marine terrace aquifers, alluvial aquifers, and Franciscan bedrock aquifers.

Marine Terraces - An older marine terrace of up to 50-feet thick occupies the MUSD parcel and transmits relatively shallow groundwater within an unconfined aquifer with water levels ranging in depth of approximately 15 to 30-feet (seasonally and precipitation dependent) that flows to the west. Three existing MUSD wells are constructed up to 50-feet deep and have the highest relative specific capacities and long-term yields in the nearby area, ranging from approximately 6 to 9-gpm. These wells also have the most potential to hydraulically interfere with each other if pumped simultaneously.

The old marine terrace thins to the west and a few springs and wetlands emerge downslope where the marine terrace has been naturally eroded from surface water incision and bedrock is correspondingly encountered at shallower depths. Bedrock seasonally forces groundwater to the surface of the marine terrace, as evident in the springs located west of the MUSD water tanks and east of the MUSD maintenance building. These springs represent a portion of the Slaughterhouse Gulch headwaters and its first seasonal surface flows in the immediate area. Another distinct spring fed branch to Slaughterhouse Gulch begins offsite approximately 1,000-feet to the northwest on the northeast portion of Gurley Lane. The two spring systems flow westerly downslope and converge near Calypso Lane to form the defined Slaughterhouse Gulch stream, with year-round surface flows even during periods of drought.

Alluvial (creek) Deposits – Creek deposits are generally less than 20-feet in thickness and have formed from overland flow incising and eroding the various marine terraces. This is shown in neighboring large diameter (3-feet) concrete caisson wells, downgradient of the Site installed adjacent to Slaughterhouse Gulch, which are generally less that 20-feet deep and used for both irrigation and domestic supply purposes. The relatively thin and shallow alluvial aquifers have developed from the deposition, erosion, and redepositing cycle of those sediments along the creek banks and gulches as the surface water has migrated westerly to the Pacific Ocean over time. Creek alluvial groundwater flow is generally directly connected with the surface water in Slaughterhouse Gulch and thus this groundwater type is most vulnerable to seasonal variations in precipitation and droughts. The alluvial groundwater is a very shallow; near the ground surface unconfined aquifer that ranges from approximately 5 to 15-feet in thickness.

Bedrock - The Site and lower elevation marine terraces and alluvial terraces are underlain by Franciscan hard rocks of graywacke to slatey materials of relatively low to very low permeability and transmissivity and contain variable groundwater aquifers that move via fracture flow. The Franciscan rocks have variable long-term yields in wells, ranging 0.1 to 3-gpm in near vicinity wells (up to 10 gpm in the wider Mendocino Headlands area), have variable to unknown total depths of groundwater, have a relatively low storage potential, and are recharged much more slowly by the overlying marine and alluvial terraces over longer periods of time. Bedrock completed wells generally range from 100 to 300-feet or more in depth, and likely exhibit mostly confined to semi-confined conditions.

2.2.3 Existing Well Conditions

Previous manual depth-to-water measurements were taken from top of casing (TOC) of surrounding public and private wells (GHD, 2023). The TOC varied for each well but in general were less than 2 feet above the ground surface. Figure 2 shows the depth-to-water measurements relative to the total depth of each well.

Water levels around the project area range from 4 feet to 40 feet below ground surface with wells in the shallow terrace deposits having water levels around 5 to 10 feet below TOC and bedrock wells having water levels around 15 to 20 feet below TOC. The exceptions to this are the three MUSD wells (Well #1, Well #2, and Well #6) which have water levels between 20 and 40 feet below their respective TOC. This could be due to their much more active use compared to the other wells and within a higher elevation marine terrace that is not directly hydraulically connected to

the lower elevation wells within different formational types (alluvium and bedrock). Transducer recordings from September 29th to November 24th are shown in Figure 3.

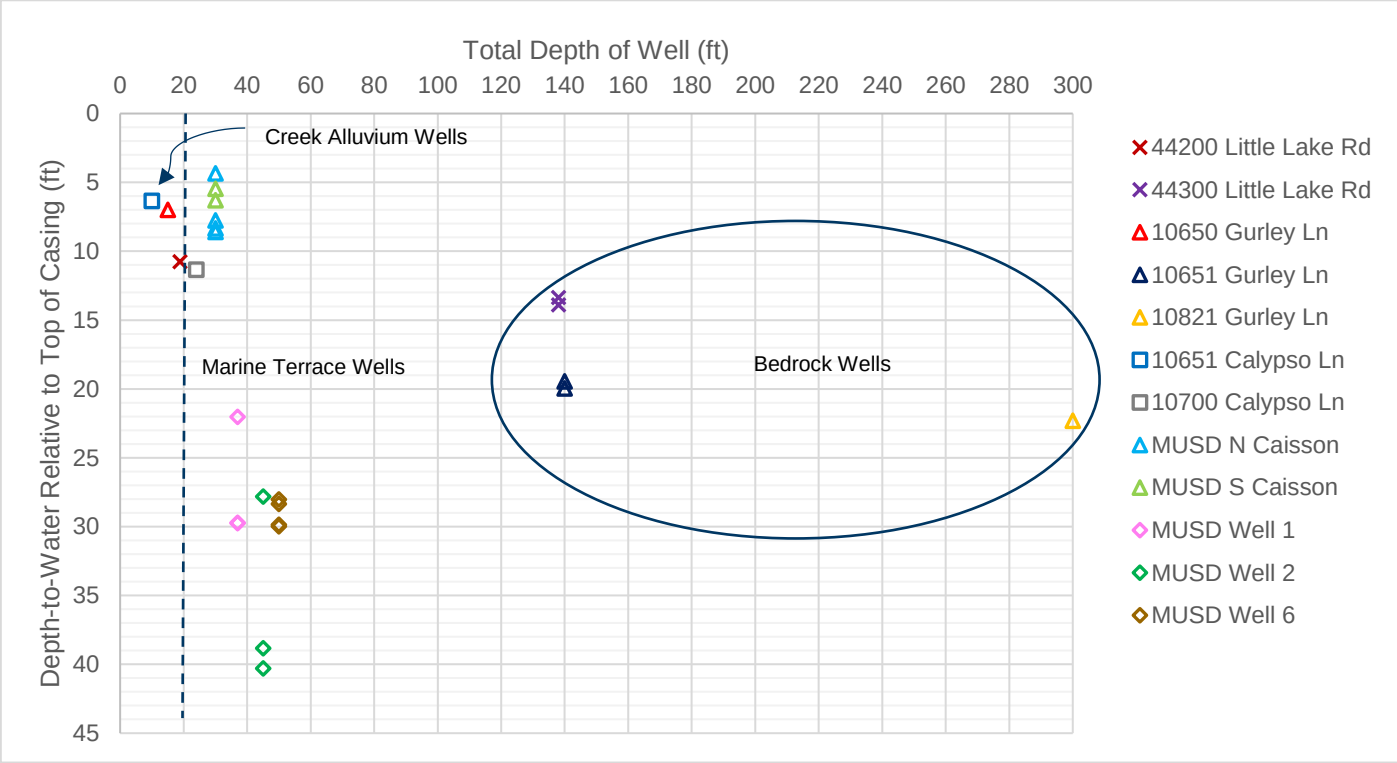


Figure 2 ***Depth-to-Water vs Total Well Depth of Nearby Wells***

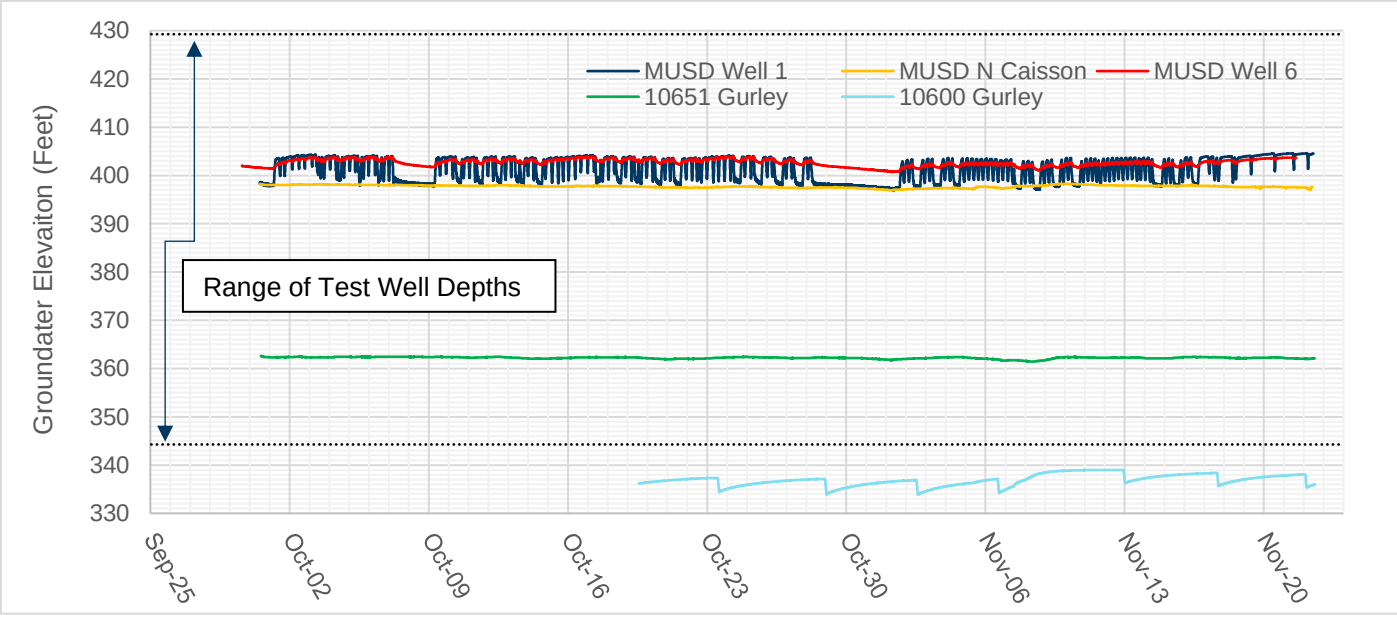


Figure 3 ***Well Transducer Data September 29th – November 24th 2022***

Based on the collected transducer data the total range of the proposed well field would potentially only draw from the same aquifer as the MUSD wells since the 10651 Gurley well is a bedrock well and the bottom elevation of the lowest potential new well is above the recorded water surface elevation of the 10600 Gurley well.

2.2.4 Historical Water Use

Pumping data provided by MUSD is shown in Figure 4 and dates to 2017, showing the stable combined average flow rate from the wells. Production from Well #1 and Well #2 ranges from 6 to 8 gallons per minute with an average of 6.8 gallons per minute. Well run times for Well #1 and Well #2 are generally synchronized and are operational for an average 4-5 hours per day with Well #1 being run for slightly less time than Well #2.

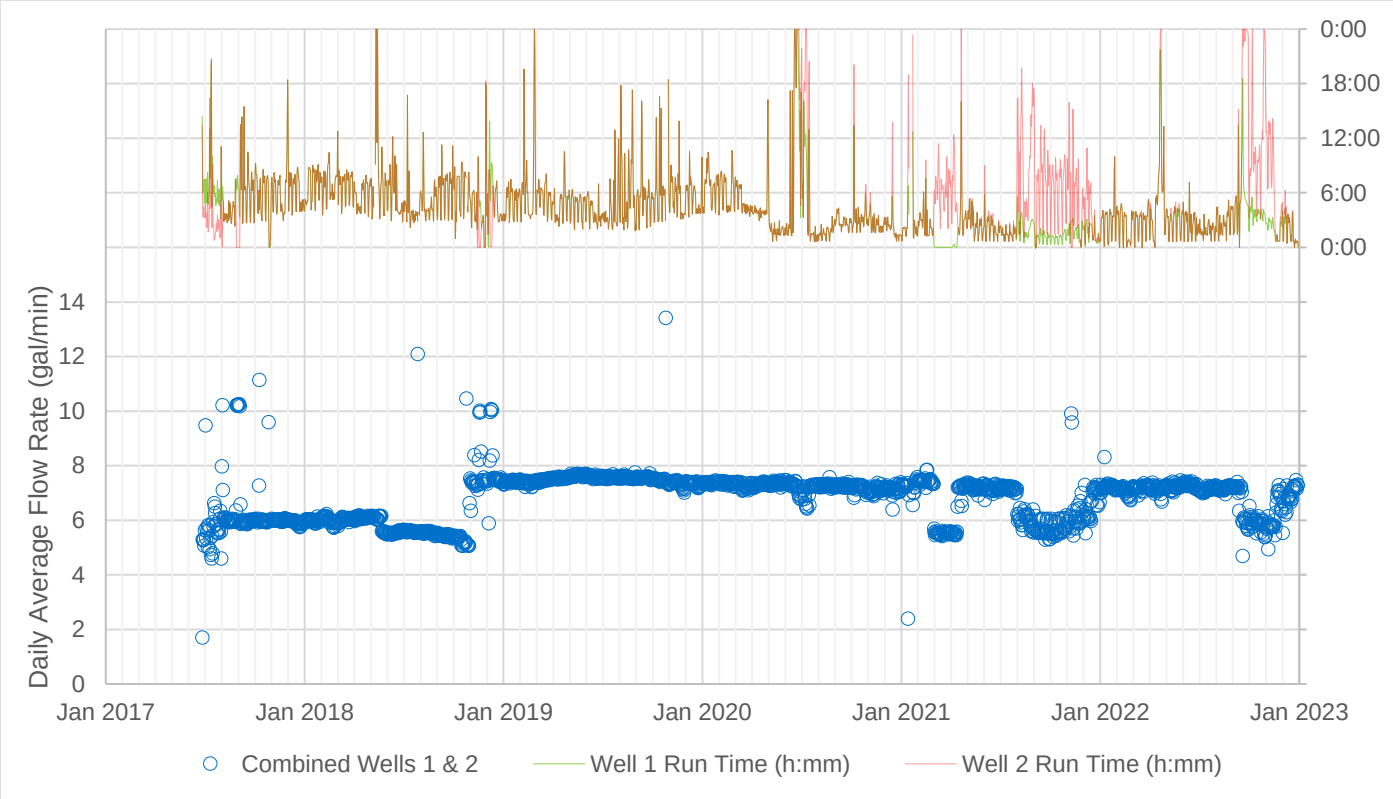


Figure 4 ***Pumping Statistics from MUSD combined Well #1 and Well #2***

3. Site Screening Criteria

The project Site consists of a single parcel, shown in Appendix A, Figure C. Based on the variable aquifer thickness across the Site, the parcel has been divided into three zones based on surface elevation. Surface elevations across the Site range from 430 feet to 380 feet: Zone A is for elevations above 420 feet, Zone B is for elevations between 420 feet and above 400 feet and Zone C is for elevations below 400 feet.

The current Site uses were reviewed through previous and recent discussions with MUSD, site visits, review of surrounding parcels available information. All areas within the parcels were considered as part of this well siting study. Improvements on the parcels include the maintenance building, water supply wells, water storage tanks, the treatment and control building, and the gravel/dirt driveway. Additional improvements include a radio antennae attached to a tree and a small communications shed used for the student radio station, along with various wood and maintenance equipment storage and staging areas.

Ranking of potential well locations considered hydrogeological details as well as surrounding land use, proximity to existing infrastructure, property availability, restrictions, environmental issues, accessibility and public concerns.

Available data together with GHD's professional judgement were used evaluate then rank the sites with the highest potential to yield a reliable, redundant, long-term water supply by using the screening criteria. The potential sites were scored with respect to five screening criteria as outlined in the section below. The resultant scores for each of the criteria were totaled to generate a ranking of potential locations relative to each other. MCCSD generally expects to test drill at the best candidate sites and potentially convert those borings into a series of wells in an overall wellfield at the Site.

3.1 General Findings Criteria

This section briefly describes the criteria and general findings used to rank potential sites. Information was reviewed to support this well siting with these criteria:

1. **Water Quantity (Anticipated Yield) 30 points –** Since this particular area is generally considered a low yielding water production area, water quantity is the most heavily weighted and important selection criteria. Subsurface hydrogeology has significant influence on the quantities of water that can produced on any given location.

2. **Water Quality 20 points –** Included in this criterion is naturally occurring constituents like iron, arsenic, manganese, and human related constituents like gasoline, motor oil, septic by-products, and nitrates. Minimized treatment of high-quality water prior to conveyance is preferred.

3. **Environmental Considerations 20 points –** Potential impacts to the environment from well drilling and conveyance piping construction, effects on vicinity wells and California Environmental Quality Act (CEQA) considerations are included in this criterion.

4. **Well Construction Logistics and Engineering Feasibility 15 points –** This criterion includes available accessibility, lateral and overhead drilling space, ease of water discharge during well development and pump testing.

5. **Cost 15 points –** Relative costs to develop a well at each potential site were considered in this criterion including site proximity to the treatment building and storage tanks, pipeline lengths to conveyance connections, construction mitigation considerations, public perception, and aesthetics.

3.2 Water Quantity

This section summarizes the information in record searches and from GHD's institutional knowledge and previous work conducted in the project area to summarize potential groundwater development based on local geology, hydrogeology, groundwater yields, and available site data. A high-ranking site for groundwater quantity should be situated on a relatively productive groundwater aquifer(s), have a significant area of groundwater recharge, and located away from other supply wells in the area to avoid well interference problems.

The site is located in the Fort Brag Terrace Area Groundwater Basin 1-021 and the hydrogeology of the immediate vicinity can generally be broken into two categories: first water bearing zone/aquifer of near surface (from approximately 0-50 feet below the ground surface) sediments consisting primarily of marine terrace deposits that have a wide range of reported yield (1-100 gpm); and, Franciscan Formation bedrock (from approximately 0-30,000 feet below the ground surface) aquifer consisting of fractured (variably) greywacke sandstone and turbidite sandstone (often called shale by drillers) sequences, with localized serpentinite. The Franciscan bedrock in the area is considered a very low to low yielding aquifer media in the area (0.1-10 gpm).

The marine terrace deposits on MUSD property range from 0 to 50-feet bgs and are likely thickest in the eastern portion of property and tapers down going west across the property (See Appendix A, Figure C). MUSD water supply data and drillers well completion reports in the vicinity indicate this aquifer is relatively stable over time and throughout the annual hydrological cycle compared to the shallow alluvium wells and deeper bedrock completed wells.

3.3 Water Quality

This section summarizes the information in record searches, site data, and studies in the project vicinity to summarize the groundwater quality. A high ranked site would not be proximal to private well septic systems, gasoline service stations, nor contain elevated concentrations of minerals and elements, or in such an area that would be susceptible to saltwater intrusion.

Groundwater quality in the Fort Bragg Groundwater Basin 1-021 is variable. Seawater intrusion is generally not common in the marine terrace aquifers unless in direct contact with the ocean or beach and dune deposits. The majority of marine deposit aquifers in the Fort Brag Groundwater Basin are not in direct contact with beach deposits, including that of the MUSD property, as it is well above sea level (±400-feet MSL).

High iron and sulfur reduced constituents are common in well water in the Fort Bragg Groundwater Basin area. This process of reducing iron and sulfur from the marine terrace materials generally requires various species of bacteria present and organic matter inputs. The majority of well water in the area most commonly has some resultant ferric hydroxide and less commonly and more isolated incidents of hydrogen sulfide precipitates. High concentrations of either constituent requires water treatment via filtration, settlement, or aeration processes prior to drinking.

Since the targeted aquifer here is shallow (<50 feet below the ground surface) there is a higher risk of surface contamination from septic systems, environmental spills, and fuel leaks. There are private septic systems in the vicinity, therefore; treatment via chlorine is most commonly used.

Although there is limited water quality data in the vicinity from deep bedrock wells, it is generally known that variable to elevated concentrations of manganese and iron, among other minor constituents, are encountered in irrigation, domestic and municipal wells completed into these rocks and often require additional treatment prior to consumption.

3.4 Environmental Impacts

For the proposed new supply wells, potential environmental impacts considered were based on proximity to nearby private wells, anticipated water levels, potential adverse effects to wetlands, critical habitats, creeks, or any biological resources. This study reviewed the location of new supply wells together with Site studies and habitat mapping, zoning and land use maps, coastal commission zoning, State environmental cleanup site databases and cultural or visual impacts.

Depending on the preferred well sites, some-short term noise effects may need mitigation depending on the drilling methods used and how close and how many neighbors are proximal to the construction. Shallow wells with boreholes up to 12-inches in diameter within unconsolidated materials can generally use the smaller, more agile, and quieter auger type drill rigs. Deeper boreholes that are constructing wells into hard rock generally require larger, less mobile, larger footprint to mobilize and towering-up (removing additional trees and limbs), louder rotary type drill rigs.

3.5 Well Construction Logistics and Engineering Feasibility

Several logistical and engineering factors were considered here when drilling, constructing, and preparing the new well site. The new well site should be accessible for drilling construction and for long term maintenance. The location should not be located below overhead power lines, but should have electricity nearby. The location should not be in close proximity to existing sewer lines or septic systems, excessive tree limbs (drill tower), steep slopes, or unstable ground conditions. New well sites are more economically feasible if located near existing water conveyance piping, treatment facilities. and storage tanks (discussed below).

3.6 Cost

The considerations above in the drilling feasibility and logistics also effect the overall construction costs. As stated above, if the new wells are located relatively far from existing water supply lines, treatment facilities or storage tanks this will cause pumping supply water uphill or large distances and will require significantly more power over time and pipeline construction costs to tie into existing facilities may be cost prohibitive. Other factors that may control overall costs of constructing new wells at the Site are CEQA considerations, required Site grading / preparation / improvements.

The drilling depths and conditions encountered at the time of well construction can greatly affect the overall cost and drilling methodology. For example, using 2023 dollars, a 5" diameter well casing constructed (including well development and pump testing) in unconsolidated sediments (alluvium, marine terrace, fluvial sand/gravel) is approximately $300-400 per foot using an auger drill rig; while a deep bedrock well, constructed using larger rotary type drilling rig methods is typically in the range of $600-800 per foot of well depth.

3.7 Well Site Screening Results

Three potential zones for wells using two types of drilling methods on the Site property on Little Lake Road were considered in this study for well siting analysis. The Sites has been visited and worked on (well drilling and geotechnical evaluations) extensively by GHD and other consultants prior and is further evaluated here using the above described criteria.

A summary of results of the scoring for Site Zones A, B, and C using shallow construction drilling methods (hollow stem auger) and deeper bedrock drilling methods (rotary) are provided below in Tables 1 and 2, respectively.

Table 1 Well Site Ranking Summary

Potential Well Site	Water Quantity	Water Quality	Environmental Impacts	Logistics & Engineering	Cost	Score	Ranking
Maximum Potential Points	**30**	**20**	**20**	**15**	**15**	**100**	
Shallow Well Construction (Auger Drilling)							
Zone A	25	15	18	12	12	82	2
Zone B	30	15	18	15	15	93	1
Zone C	10	15	18	12	15	70	3
Deep Well Construction (Rotary Drilling)							
Zone A/B/C	15	15	15	10	10	65	4

3.7.1 Shallow Well Construction

Zone A

Zone A (ranked #2 here) is located in the northeastern most portion of the Site and contains two preliminary well locations (Well #9 and Well #10). This zone contains all three of the existing MUSD Wells (#1, #2 and #6) and is the most explored. Land use is primarily forested and is bordered by three residential properties (two to the north and one to the east). Specific well siting in this area together with analyzing and addressing potential impacts would be coordinated with MUSD staff. The main benefits and highlights of this zone are:

- The anticipated shallow marine terrace materials here are anticipated to be the thickest, resulting in an above average yield (based on the existing hydrogeologic conceptual model of the Site);
- Water quality (relatively good) is anticipated to be comparable to that of existing MUSD wells, however, it is unclear how close the residential septic systems to the north would be to the final well site here and how much noise mitigation would need to be considered;
- There is ample room to adjust the exact location of the test wells to provide required setbacks from any potential wetlands, springs, or other environmental considerations;
- The property is owned by MUSD and access to Zone A would require developing a new access road; and,
- The site will likely need some tree removal, and is clear of overhead power lines and is relatively close to the existing and future water supply lines, the water treatment facility, and supply tanks.

Overall, this is a good potential site for consideration of well locations. This area has the potential to include thicker marine terrace deposits compared with other areas and a saturated water bearing zone. Although there are no major issues, noise mitigation measures for adjacent residences and wetland/watercourse setbacks may be necessary.

Zone B

Zone B (ranked #1 here) starts roughly in the center of the property runs southeast across the length of the parcel. Zone B contains five preliminary well locations (Wells #7, #8, #11, #12, and #13) with Wells #7 and #8 are located on the southern half of the property and Wells #11, #12, and #13 on the northern half of the property. Land use in this zone currently includes access roads and the very topmost portion of the delineated wetlands (shown in Appendix A Figure B), and contains heavy brush and tree cover in the northern portions of the zone. Additionally located in this zone are two abandoned concrete caisson wells and the student run radio transmission facilities. The nearest private wells are located approximately 225-feet north in creek deposits, and approximately 175-feet to the east screened in bedrock. Specific well siting in this area and analyzing and addressing impacts would be coordinated with MUSD staff. The main benefits and highlights of this site are:

- The anticipated shallow marine terrace materials here would range from a size comparable/equivalent to that of MUSD Wells #1 and #2 and the caisson wells (22 feet), resulting in an above average water yield for the area (based on available site well completion reports, attached in Appendix B.
- Water quality (relatively good) is anticipated to be comparable to that of MUSD Wells #1 and #2;
- There is sufficient room to adjust the exact location of the test well away from any potential wetlands, springs, or other environmental considerations;
- The property is owned by MUSD and access to a location would require developing a new access road to access the northern three wells; and,

- The site will likely need some tree removal, and is clear of overhead power lines and has well locations relatively close to the existing and future water supply lines, and storage tanks.

Overall, this is the most suitable and broadest area for potential site test wells. This area likely includes the thickest marine terrace deposits and saturated water bearing zone and enough space to accommodate wetland setbacks and other CEQA considerations. Although there are no major issues, noise mitigation measures for adjacent residences may be necessary.

Zone C

Zone C (ranked #3 here) is located along the western portion of the property and contains two potential well locations (Well #14 and #15). Zone C likely has the thinnest marine terrace deposits and has the most uncertainty about water quantity. Land use at this site is currently unused and covered in heavy brush. The nearest private wells are is located 150 feet to the west and 225 feet to the north and is screened in bedrock. Specific well siting in this area and analyzing and addressing impacts would be coordinated with MUSD staff. The main benefits and highlights of this site are:

- There is decent room to move around the exact location of the test well away from any potential wetlands, springs, or other environmental considerations;
- The property is owned by MUSD and access to a location would require developing a new access road; and,
- The site will likely need some tree removal, and is clear of overhead power lines.

Overall, this is the most challenging location for the consideration of a test wells with the majority of the area covered in heavy brush and the potential for shallow bedrock and poor yielding wells. Additional construction considerations may include noise mitigation measures for adjacent residences and drilling rig access.

3.7.2 Deeper Well Construction Zones A/B/C

Bedrock wells (ranked #4 here) could potentially be located anywhere on the parcel due to the separation of the marine terrace aquifer and the bedrock aquifer (via a constructed well seal) and it would not hydraulicly interfere with the wells screened in the marine terrace. Ideally a bedrock well would be located as practicably far away from the nearest private well that is screened in bedrock, approximately 350 feet northeast and 440 feet northwest). However consideration needs to be made for constructability due to the size of drill rig required to drill a bedrock borehole being is significantly larger than one required for a shallow marine terrace borehole. Therefore, drill rig and construction access prioritize the location of a potential bedrock well to areas with enough room for a bedrock capable drill rig to operate. Currently the most accessible area is the southwestern corner of the property and a potentially suitable bedrock boring location is shown on Appendix A, Figure C. This area of the property is currently used for maintenance vehicle fleet parking, the maintenance shop, and access roads. Specific well siting in this area would be coordinated with MUSD staff. The main benefits and highlights of this site are:

- There is ample room to adjust the exact location of the test well away from any potential wetlands, springs, or other environmental considerations;
- The property is owned by MUSD and access to a location here would be good; and,
- The site is generally clear of overhead power lines and trees.

Overall, the Site is a relatively poor site for consideration of a bedrock test well location. The major issues include relatively poor yielding bedrock wells on adjacent properties with relatively low typical yields and much greater construction cost for a deeper, larger diameter casing, bedrock well relative to the shallow marine terrace wells. Since

it is currently unknown if a larger diameter deeper cased well could produce comparable water supply to the known marine terrace wells, it is considered here to be risky from a cost-benefit point of view.

4. General Findings and Conclusions and Recommendations

In completing the well siting study, areas around the existing properties were screened for potential yield, major flaws, and evaluated using the criteria described in Section 3.0. Site visits and Site data, well logs, and discussions with MUSD staff were part of developing the ranking scores indicated above in Table 1.

Based on the information collected during this study, and in the professional judgement of GHD's hydrogeologist, the two zones with the highest rankings for potential test well sites (Zone A and B) are the most likely to provide productive water supply wells. Zone C and bedrock well have a lower likelihood of providing a high producing water supply well, however exploratory test wells would provide more information regarding well feasibility in these areas.

These two sites scored comparably for most of the criteria with some differences in logistics and engineering (distances to pump water to the treatment facility and storage tanks, and longer distance to bring power).

5. Recommendations

Based on data collected during this study and previous reports GHD recommends the following:

1. That a total of up to ten (10) new test wells be constructed, shown in Appendix A, Figure C. A total of nine (9) shallow marine terrace test wells are recommended, which should maintain an approximately 120-foot spacing to reduce the potential of well interference from neighboring wells in the anticipated radii of influence. These wells should be constructed similar to the design of MUSD Well #6 terminating at the bedrock interface. One (1) bedrock test well may be constructed where ease of access and construction considerations dictate and be constructed such that the upper marine terrace aquifer is sealed off from the lower screened sections of the well.
2. An initial operational plan of the new well field, in coordination with the existing MUSD wells (Well #1, Well #2 and Well #6), should maintain that no more than half of the well field (Wells #6 - #7) should operate at one time and ideally no adjacent wellfield wells be pumping at the same time to reduce the potential for adverse drawdown and hydraulic interference effects. Additionally, pumping of any one well should not exceed 12 hours in a day to allow for time for aquifer recharge in the immediate areas of the pumped wells the well field. The well pumping schedule may be revised from this initial recommendation based on the actual capacity of individual wells, monitoring data, measured aquifer response, and actual future emergency water supply needs.
3. The proposed well field should be pump tested during the MCCSD hydrological testing period, and in accordance with, MCCSD Ordinance 2020-1 which begins after August 20th and before a total of 6-inches of rainfall has been recorded.
4. Based on the relatively shallow aquifer thickness, it is recommended that wells be constructed with a reduced surface seal (20-feet in depth) with approval from the Division of Drinking Water. This reduction may result in a review from the Division of Drinking Water to determine if well water is considered Groundwater Under Direct Influence of Surface Water (GWUDI). Other wells near the Site that have a reduced surface seal are not currently considered GWUDI, however, wells considered GWUDI are required to meet surface water standards and may require additional treatment.

6. References

Andersen, J. and Pollyea, A., 2012. *What is evapotranspiration and why it matters.* Michigan State University Extension. Department of Geography, July 25, 2012. Web. https://www.canr.msu.edu/news/what_is_evapotranspiration_and_why_it_matters#:~:text=After%20long%20stretches%20of%20dry%20weather%2C%20the%20ratio,yields%20of%20many%20%28dry%20land%29%20types%20of%20crop.

California Department of Water Resources (DWR), 2004. *California's Groundwater Bulletin 118.* North Coast Hydrologic Region Fort Bragg Terrace Area Groundwater Basin. February 27, 2004.

California Department of Water Resources (DWR), 1985. *Town of Mendocino Ground Water Study*, California Department of Water Resources, June 1985.

California Department of Water Resources (DWR). *Well Completion Reports*. Accessed September 2022. https://water.ca.gov/Programs/Groundwater-Management/Wells/Well-Completion-Reports.

California Geological Survey (CGS) 2002. *Note 36 California Geomorphic Provinces*, Revised December, 2002. https://www.conservation.ca.gov/cgs/Documents/Publications/CGS-Notes/CGS-Note-36.pdf.

Clark Engineering and Hydrology (2000). *Hydrologic Report AP 1190937 Calypso Lane, Mendocino, California.*

GHD, 2019a. *Water System Plan Report*. Prepared for Mendocino Unified School District. GHD Inc. Santa Rosa, CA. May 16, 2019.

GHD, 2019b. *Mendocino Unified School District Source Water Well Inspection and Specific Capacity Testing.* Prepared for Mendocino Unified School District. GHD Inc. Santa Rosa, CA.

GHD, 2019c. *Mendocino Unified School District Well Siting Study*. Prepared for Mendocino Unified School District. GHD Inc. Santa Rosa, CA.

GHD, 2020. *Mendocino Unified School District Test Well Drinking Water Source Assessment and Protection, Source Water Quality Results, and Request for New Well Sanitary Seal Depth Variance.* Prepared for Mendocino Unified School District. GHD Inc. Santa Rosa, CA.

GHD, 2021. *Mendocino Unified School District Test Well Construction.* Prepared for Mendocino Unified School District. GHD Inc. Santa Rosa, CA.

GHD, 2023. *Hydrogeologic Report. Prepared for the Mendocino City Community Services District*. GHD Inc. Santa Rosa, CA. January, 2023.

Fetter, C.W. (2001). *Applied Hydrogeology*. 4th Edition, Prentice-Hall. Pearson Education Limited, Upper Saddle River, 605 p.

Jennings, C.W. and Strand, R.G., 1960. *Geologic map of California: Ukiah Sheet*, California Division of Mines and Geology, Scale 1:250,000 Third Printing, 1992. Digital Database by National Geologic Map Database, United Sates Geological Survey. https://ngmdb.usgs.gov/Prodesc/proddesc_336.htm

Lawrence and Associates (2022). Evaluation of Relevance of Previous Hydrology Report for APN 119-090-035, 10770 Calypso Lane, Mendocino, California.

Mendocino Unified School District (MUSD), 2022. Groundwater Well and Storage Database. XiO Cloud SCADA ® Control system Version 8.2 Copyright 2012-2022 XiO, Inc.

North Coast Regional Water Quality Control Board (NCRWQCB), 2018. *Water Quality Control Plan for the North Coast Region*. June 2018.

TODD Groundwater (TODD), 2021. *Mendocino 2020-21 Groundwater Management Update*. Prepared for the Mendocino City Community Services District.

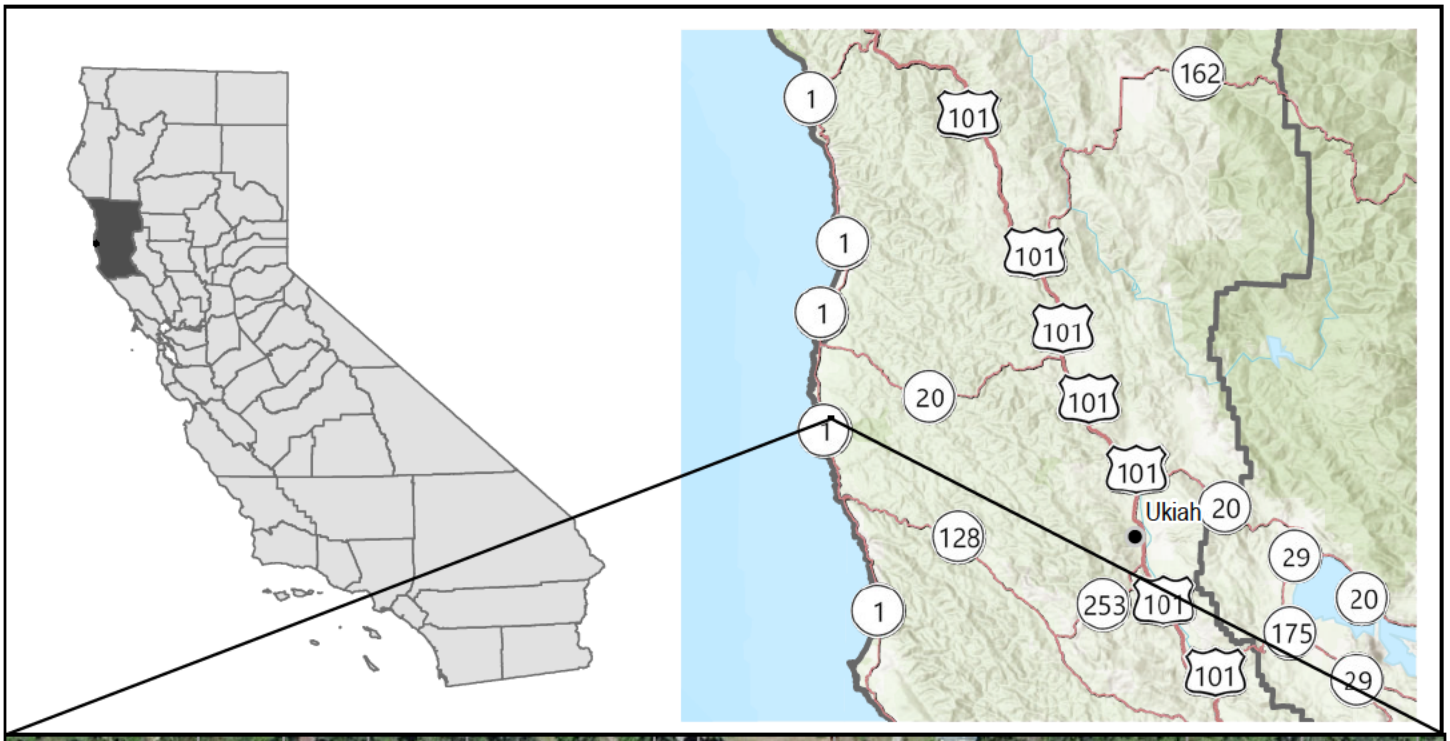
University of Montana Numerical Terradynamic Simulation Group (UMNTSG), 2015. *Average annual potential evapotranspiration in mm/yr*. Managed by esri. Updated August 26, 2020. ArcGIS Server URL: https://landscape6.arcgis.com/arcgis/.

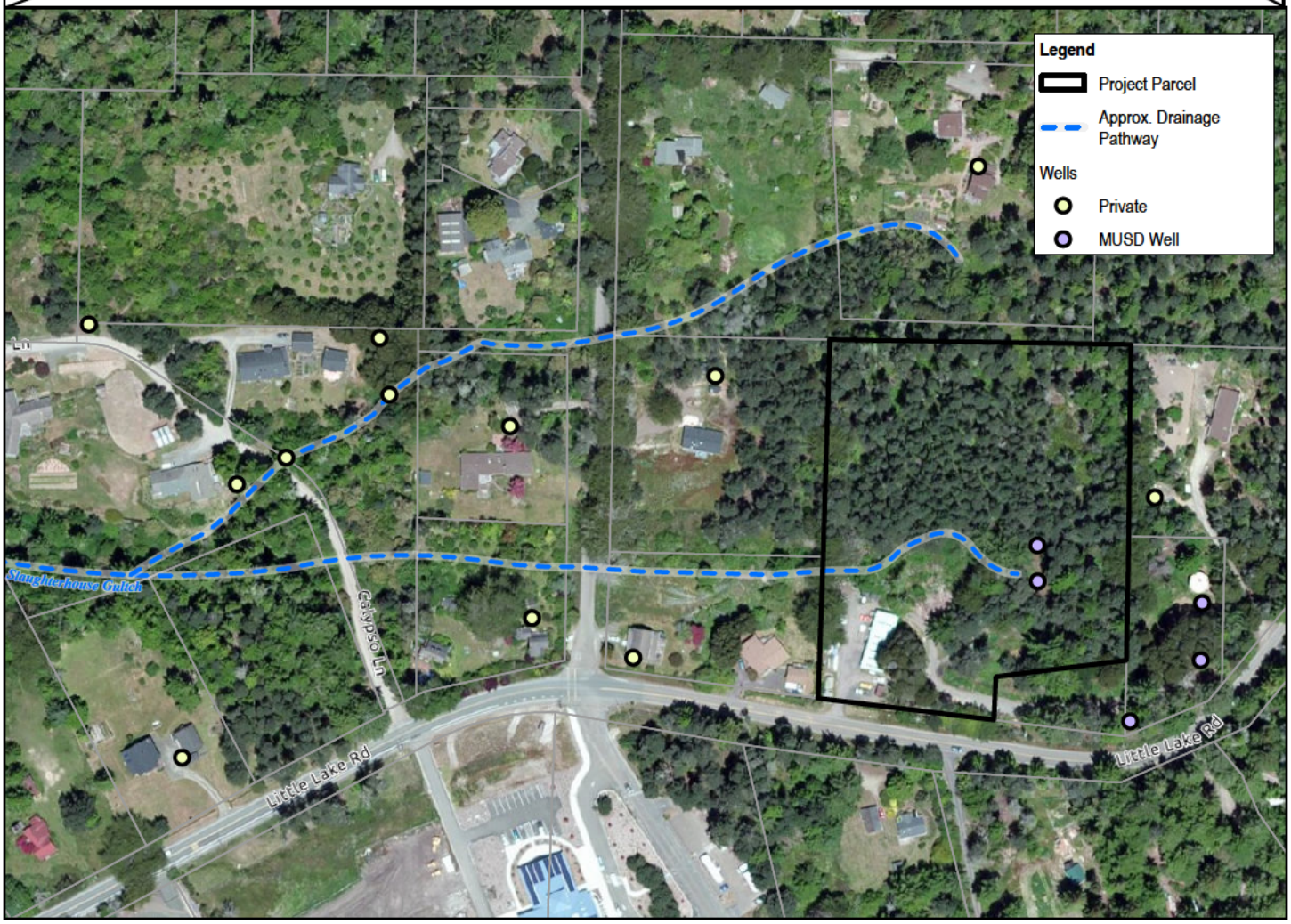
US Army Corps of Engineers (2022). HEC-HMS Technical Reference Manual. https://www.hec.usace.army.mil/confluence/hmsdocs/hmstrm/infiltration-and-runoff-volume/scs-curve-number-loss-model.

Appendices

Appendix A

Figures





Paper Size ANSI A

0 100 200 300

Feet

Map Projection: Mercator Auxiliary Sphere
Horizontal Datum: WGS 1984
Grid: WGS 1984 Web Mercator Auxiliary Sphere

N

GHD

Mendocino City CSD
PW Drought Tolerance Supply and Storage Improvements

Project No. **12584992**
Revision No. **-**
Date **12/16/2022**

Vicinity Map

FIGURE A

\\ghdnet\ghd\US\Santa Rosa\Projects\561\12584992\GIS\Maps\Deliverables\12584992_MCCSD_WaterSupplyStorage.aprx - 12584992_11_Vicinity Print date: 16 Dec 2022 - 15:51

Paper Size ANSI A

0 20 40 60 80 100

Feet

Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California II FIPS 0402 Feet

N

GHD

Mendocino City CSD
PW Drought Tolerance Supply and Storage Improvements

Project No. **12584992**
Revision No. **-**
Date **12/16/2022**

Site Plan

FIGURE B

\\ghdnet\ghd\US\Santa Rosa\Projects\561\12584992\GIS\Maps\Deliverables\12584992_MCCSD_WaterSupplyStorage.aprx
Print date: 16 Dec 2022 - 15:31

RADIUS OF INFLUENCE:
MUSD WELLS 1 & 6 (GHD, 2023)
POTENTIAL TEST WELLS 7-15 - ESTIMATED (GHD, 2023)
POTENTIAL BEDROCK WELL - N/A

N

0 80' 160'

GHD

MENDOCINO CITY COMMUNITY SERVICE DISTRICT

PW DROUGHT TOLERANCE SUPPLY AND STORAGE IMPROVEMENTS

PRELIMINARY WELL LOCATIONS

Project No. **12584992**
Date **February 23**

FIGURE 3

Data Source

Filename: \\ghdnet\ghd\US\Santa Rosa\Projects\561\12584992\Digital_Design\ACAD\Figures\12584992-GHD-FIG-WELL SITING-WELL LAYOUT.dwg
Plot Date: 24 February 2023 10:43 AM

Appendix B

Well Completion Reports

State of California

Well Completion Report

Form DWR 188 Auto-Completed 4/19/2021

WCR2021-001445

Owner's Well Number: WW-6 | Date Work Began: 12/10/2020 | Date Work Ended: 12/11/2020

Local Permit Agency: Environmental Health Division - Fort Bragg Office

Secondary Permit Agency: | Permit Number: WW23932 | Permit Date: 12/02/2020

Well Owner (must remain confidential pursuant to Water Code 13752)

Name: XXXXXXXXXXXXXXXXXXXX

Mailing Address: XXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXX

City: XXXXXXXXXXXXXXXXXXX | State: XX | Zip: XXXXX

Planned Use and Activity

Activity: New Well

Planned Use: Water Supply Domestic

Well Location

Address: 44020 Little Lake RD

City: Mendodcino | Zip: 95460 | County: Mendocino

Latitude: 39 Deg. 18 Min. 45.9035 Sec. N | Longitude: -123 Deg. 46 Min. 54.1397 Sec. W

Dec. Lat.: 39.312751 | Dec. Long.: -123.7817055

Vertical Datum: | Horizontal Datum: WGS84

Location Accuracy: Unknown | Location Determination Method: Unknown

APN: 119-100-23

Township: 17 N

Range: 17 W

Section: 29

Baseline Meridian: Mount Diablo

Ground Surface Elevation:

Elevation Accuracy:

Elevation Determination Method:

Borehole Information

Orientation: Vertical | Specify:

Drilling Method: Auger | Drilling Fluid: None

Total Depth of Boring: 45 Feet

Total Depth of Completed Well: 45 Feet

Water Level and Yield of Completed Well

Depth to first water: 16 (Feet below surface)

Depth to Static Water Level: 26.5 (Feet) | Date Measured: 12/11/2020

Estimated Yield*: 6 (GPM) | Test Type: Pump

Test Length: 8 (Hours) | Total Drawdown: 10.5 (feet)

*May not be representative of a well's long term yield.

Geologic Log - Free Form

Depth from Surface Feet to Feet		Description
0	5	Silty clay with sand (dry-soft)
5	10	Silty sand yellowish (dry-loose)
10	15	Poorly graded sand, fine sand mix
15	20	Graded sand light gray, fine sand
20	25	Well graded sand, yellowish (wet) fine-coarse sand
25	30	Yellowish silty sand
30	35	Poorly graded sand, coarse sand (wet)
35	40	Dark brown wethered bed rock
40	45	Solid bed rock

Casings

Casing #	Depth from Surface Feet to Feet		Casing Type	Material	Casings Specificatons	Wall Thickness (inches)	Outside Diameter (inches)	Screen Type	Slot Size if any (inches)	Description
1	0	25	Blank	PVC	OD: 5.563 in. | SDR: 21 | Thickness: 0.265 in.	0.265	5.563			Sch 40 Blank
2	25	40	Screen	PVC	OD: 5.563 in. | SDR: 21 | Thickness: 0.265 in.	0.265	5.563	Milled Slots	0.04	SCH 80 SCREEN
3	40	45	Blank	PVC	OD: 5.563 in. | SDR: 21 | Thickness: 0.265 in.	0.265	5.563			Sch 40 Blank

Annular Material

Depth from Surface Feet to Feet		Fill	Fill Type Details	Filter Pack Size	Description
0	18	Cement	Portland Cement/Neat Cement		Grout
18	20	Bentonite	Non Hydrated Bentonite		Pellets/Time Release
20	45	Filter Pack	Other Gravel Pack	#8	Sand

Other Observations:

Borehole Specifications

Depth from Surface Feet to Feet		Borehole Diameter (inches)
0	45	13

Certification Statement

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief

Name: CLEAR HEART DRILLING INC (Person, Firm or Corporation)

555 B W COLLEGE AVENUE (Address) | SANTA ROSA (City) | CA (State) | 95401 (Zip)

Signed: *electronic signature received* (C-57 Licensed Water Well Contractor) | 02/04/2021 (Date Signed) | 780357 (C-57 License Number)

DWR Use Only

CSG #	State Well Number	Site Code	Local Well Number

N — Latitude Deg/Min/Sec

W — Longitude Deg/Min/Sec

TRS:

APN:

ORIGINAL
File with DWR

Page 1 of 1

RECEIVED
MAR 03 1993

STATE OF CALIFORNIA
WELL COMPLETION REPORT
Refer to Instruction Pamphlet

No. 407185

DWR USE ONLY — DO NOT FILL IN
17N17W29L01M
STATE WELL NO./STATION NO.
LATITUDE LONGITUDE
APN/TRS/OTHER

Owner's Well No. ____
Date Work Began 11-30-92 Ended 12-3-92
Local Permit Agency CO Health Dept
Permit No. 10442 Permit Date 10-30-92

GEOLOGIC LOG

ORIENTATION (✓) ✓ VERTICAL ___ HORIZONTAL ___ ANGLE ___ (SPECIFY)
DEPTH TO FIRST WATER ___ (Ft.) BELOW SURFACE

DEPTH FROM SURFACE Ft.	to Ft.	DESCRIPTION *Describe material, grain size, color, etc.*
0	4	Light Brown Clay
4	11	Orange Sandy Clay
11	22	Tan Sandy Clay
22	38	orange Sandy Clay
38	47	Gravel 1/16 To 1/2"
47	150	Franciscan

TOTAL DEPTH OF BORING 150 (Feet)
TOTAL DEPTH OF COMPLETED WELL 150 (Feet)

WELL LOCATION

Address 44000 Little Lake Rd
City Mendocino
County Mendo.
APN Book 119 Page 10 Parcel 05
or Township 17N Range 17W Section 29 L
or Latitude ___ DEG. ___ MIN. ___ SEC. NORTH Longitude ___ DEG. ___ MIN. ___ SEC. WEST

LOCATION SKETCH

NORTH / WEST / EAST / SOUTH

Illustrate or Describe Distance of Well from Landmarks such as Roads, Buildings, Fences, Rivers, etc. PLEASE BE ACCURATE & COMPLETE.

ACTIVITY (✓)

✓ NEW WELL
MODIFICATION/REPAIR
___ Deepen
___ Other (Specify)
___ DESTROY *(Describe Procedures and Materials Under "GEOLOGIC LOG")*

PLANNED USE(S) (✓)

___ MONITORING
WATER SUPPLY
✓ Domestic
___ Public
___ Irrigation
___ Industrial
___ "TEST WELL"
___ CATHODIC PROTECTION
___ OTHER (Specify)

DRILLING METHOD Air Rotary FLUID ___

WATER LEVEL & YIELD OF COMPLETED WELL

DEPTH OF STATIC WATER LEVEL ___ (Ft.) & DATE MEASURED ___
ESTIMATED YIELD 6+ (GPM) & TEST TYPE Air Lift
TEST LENGTH 1 (Hrs.) TOTAL DRAWDOWN ___ (Ft.)
* *May not be representative of a well's long-term yield.*

CASING(S)

DEPTH FROM SURFACE Ft.	to Ft.	BORE-HOLE DIA. (Inches)	TYPE (✓) BLANK	SCREEN	CON-DUCTOR	FILL PIPE	MATERIAL/ GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)
0	50	9	✓				PVC	5	Cl 200	
50	150	7		✓			"	"	"	.032

ANNULAR MATERIAL

DEPTH FROM SURFACE Ft.	to Ft.	TYPE CEMENT (✓)	BENTONITE (✓)	FILL (✓)	FILTER PACK (TYPE/SIZE)
0	33	✓			
33	150				Gravel 8X16

ATTACHMENTS (✓)

___ Geologic Log
___ Well Construction Diagram
___ Geophysical Log(s)
___ Soil/Water Chemical Analyses
___ Other ___

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME THRA Drilling INC (PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)
ADDRESS 12251 Redwood 3 Parks Dr CITY Fort Bragg STATE Ca ZIP 95437
Signed Todd (WELL DRILLER/AUTHORIZED REPRESENTATIVE)
DATE SIGNED 12-5-92
C-57 LICENSE NUMBER 583316

DWR 188 REV. 7-90

IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

1676

17N/17W - 29

ORIGINAL
File with DWR

CONFIDENTIAL LOG
Water Code Sec. 13752

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

Do Not Fill In

No 141427

State Well No.
Other Well No.

CONFIDENTIAL LOG
Water Code Sec. 13752

(1) OWNER:

Name
Addre

(2) LOCATION OF WELL:

County Mendocino Owner's number, if any

Township, Range, and Section

Distance from cities, roads, railroads, etc. MUSD Watershed on north side of Little Lake Road, Mendocino

(3) TYPE OF WORK *(check)*:

New Well [X] Deepening [ ] Reconditioning [ ] Destroying [ ]

If destruction, describe material and procedure in Item 11.

(4) PROPOSED USE *(check)*:

Domestic [ ] Industrial [ ] Municipal [ ]
Irrigation [ ] Test Well [ ] Other [X]

(5) EQUIPMENT:

Rotary [ ]
Cable [ ]
Other Bucket [X]

(6) CASING INSTALLED:

STEEL: (OTHER:) SINGLE [ ] DOUBLE [ ] Plastic

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.
0	36	8	160 PSI	30"		

If gravel packed

Size of shoe or well ring: none Size of gravel: pea

Describe joint Bell & glue joint

(7) PERFORATIONS OR SCREEN:

Type of perforation or name of screen sawn

From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.
21	36	5	2	1/8 x 4

(8) CONSTRUCTION:

Was a surface sanitary seal provided? Yes [X] No [ ] To what depth 20 ft.

Were any strata sealed against pollution? Yes [ ] No [X] If yes, note depth of strata

From ft. to ft.

From ft. to ft.

Method of sealing cement on gravel pack

(9) WATER LEVELS:

Depth at which water was first found, if known ft.

Standing level before perforating, if known ft.

Standing level after perforating and developing 9 ft.

(10) WELL TESTS:

Was pump test made? Yes [ ] No [X] If yes, by whom? bail

Yield: 30 gal./min. with 22 ft. drawdown after hrs.

Temperature of water cold Was a chemical analysis made? Yes [ ] No [X]

Was electric log made of well? Yes [ ] No [X] If yes, attach copy

(11) WELL LOG:

Total depth 35 ft. Depth of completed well 35 ft.

Formation: *Describe by color, character, size of material, and structure*

ft. to ft.	
0 - 1	Brown top soil
1 - 8	Brown sandy clay
8 - 15	Gray sand
15 - 20	Brown and gray sandy clay
20 - 25	Birds eye gravel making water
25 - 35	Brown clay and shale

Work started 3/23/76 19 , Completed 3/23/76 19

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME Weeks Drilling and Pump Co.
(Person, firm, or corporation) (Typed or printed)

Address Sebastopol Road
Sebastopol, California 95470

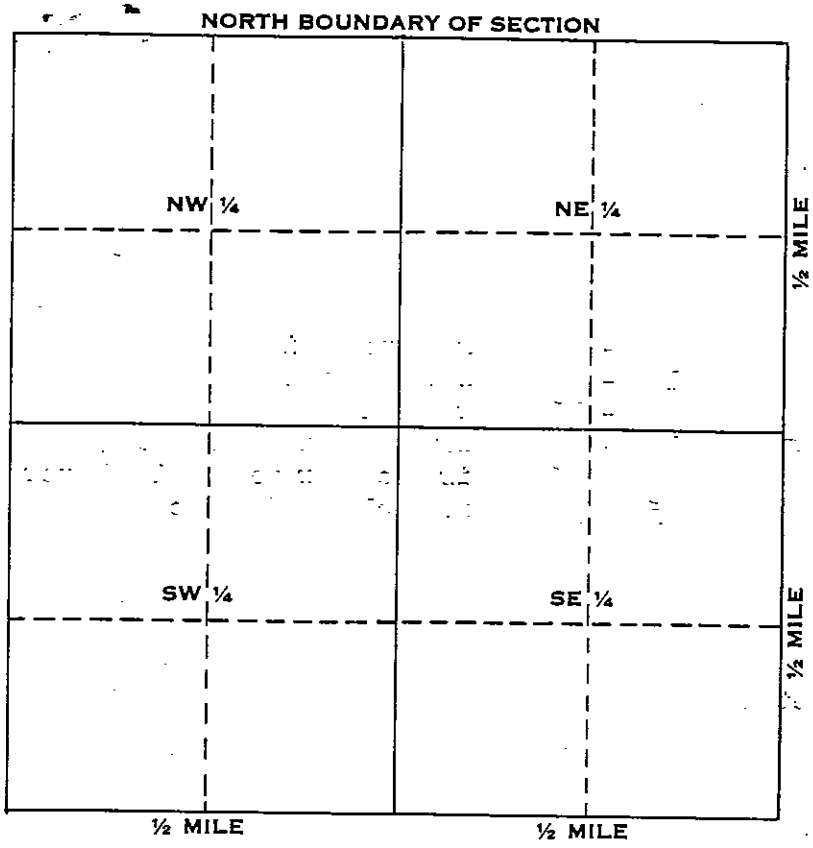
[SIGNED] Gerald Thompson
By: Mary E. Thompson (Well Driller) Mary E. Thompson

License No. 177681 Dated March 24, 19 76

SKETCH LOCATION OF WELL ON REVERSE SIDE

WELL LOCATION SKETCH

141427

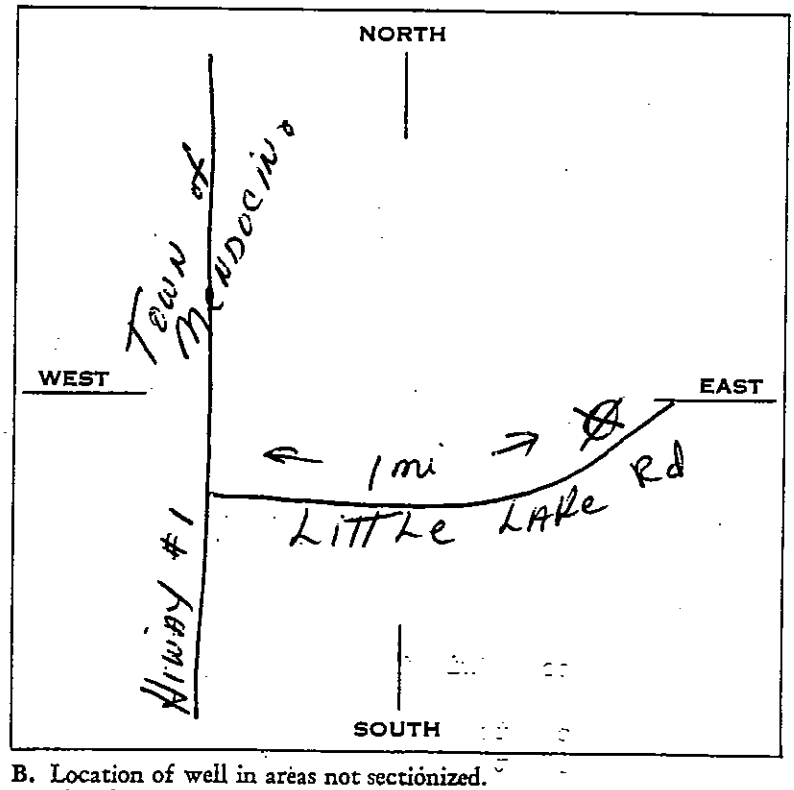


Township 17 N/S

Range 17 E/W

Section No. 29C

A. Location of well in sectionized areas.
Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.
Sketch roads, railroads, streams, or other features as necessary.
Indicate distances.

1976 APR 1 AM 11 15

STATE OF WATER RESOURCES

ORIGINAL
File Original, Duplicate and Triplicate with the REGIONAL WATER POLLUTION CONTROL BOARD No. 1
(Insert appropriate number)

WATER WELL DRILLERS REPORT
(Sections 7076, 7077, 7078, Water Code)

THE RESOURCES AGENCY OF CALIFORNIA

430

Do Not Fill In
No 112963

State Well No.
Other Well No. 17N/17W29F

(1) OWNER:
Name
Address

(2) LOCATION OF WELL:
County Mendocino Owner's number, if any—
R. F. D. or Street No. map attached

(3) TYPE OF WORK (check):
New well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐
If abandonment, describe material and procedure in Item 11.

(4) PROPOSED USE (check):
Domestic ☒ Industrial ☐ Municipal ☐
Irrigation ☐ Test Well ☐ Other ☐

(5) EQUIPMENT:
Rotary ☒
Cable ☐
Dug Well ☐

(6) CASING INSTALLED:
SINGLE ☐ DOUBLE ☐

From ft.	to ft.	Diam.	Gage or Wall
36"	concrete	casing	"

Type and size of shoe or well ring none
Describe joint slip

If gravel packed

Diameter of Bore	from ft.	to ft.
60"	0 "	30'

Size of gravel: 1½ inch

(7) PERFORATIONS:
Type of perforator used round ½ x ½ inch
Size of perforations in., length, by in.

From ft.	to ft.	Perf. per row	Rows per ft.
bottom 6'	"	" " "	" " "

(8) CONSTRUCTION:
Was a surface sanitary seal provided? ☒ Yes ☐ No To what depth 12 ft.
Were any strata sealed against pollution? ☐ Yes ☒ No If yes, note depth of strata

From ft.	to ft.
"	"

Method of Sealing

(9) WATER LEVELS:
Depth at which water was first found 12 ft.
Standing level before perforating 12 ft.
Standing level after perforating 12 ft.

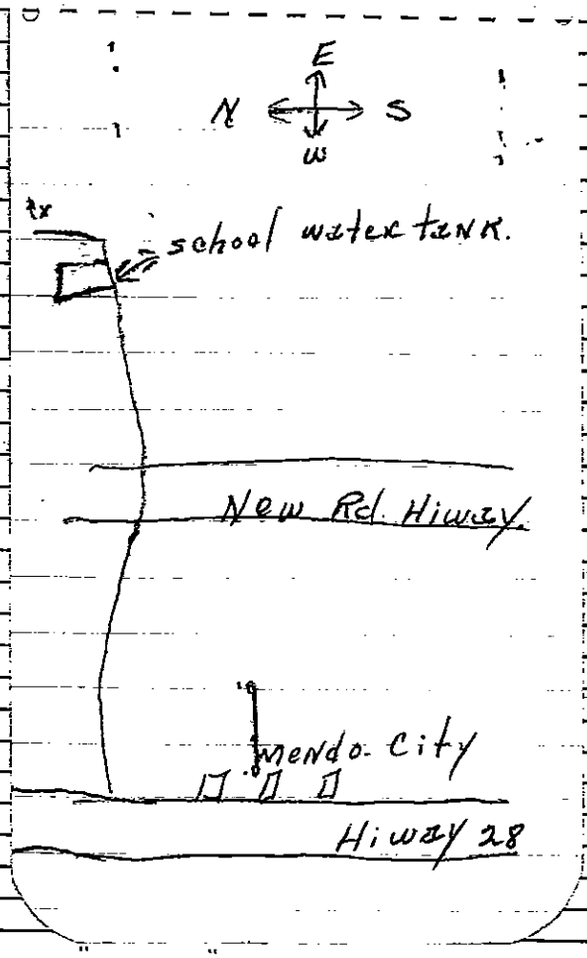
(10) WELL TESTS:
Was a pump test made? ☐ Yes ☒ No If yes, by whom?
Yield: gal./min. with ft. draw down after hrs.
Temperature of water Was a chemical analysis made? ☐ Yes ☒ No
Was electric log made of well? ☐ Yes ☒ No

(11) WELL LOG:
CONFIDENTIAL LOG
Water Code Sec. 13752

Total depth 29 ft. Depth of completed well 29 ft.
Formation: *Describe by color, character, size of material, and structure.*

0	ft. to	12	ft. spongey clay
12	"	13	" gravel
13	"	22	" yellow clay
22	"	29	" shale and rock

Two identical wells side by side



FOR OFFICIAL USE ONLY

Work started 10/14/63 19 , Completed 10/18/63 19

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME R & B Drilling
(Person, firm, or corporation) (Typed or printed)
Address RT. 1 Box 617-H
Ukiah, California

[SIGNED] Ralph Braun
Well Driller

License No. 197854 Dated 11/12/63, 19

87649 5-63 25M QUIN ① △ SPO

DWR 188 (REV. 3-54)

ORIGINAL

File with DWR

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

Do not fill in

No. 140367

[redacted] e of Intent No.

Local Permit No. or Date 8002 replaces #7721

119-090-004

State Well No.

Other Well No. 17N17W29D

(1)

Addre

City

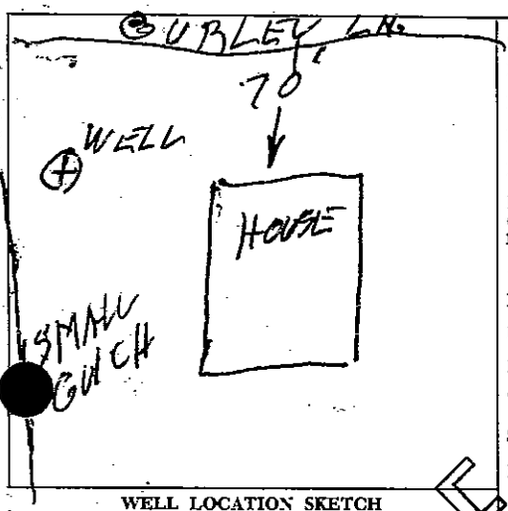
(2) LOCATION OF WELL (See instructions):

County Mendocino Owner's Well Number AP 119-090-04

Well address if different from above 10650 Gurley Lane

Township Mendocino, CA 95460 Range Section

Distance from cities, roads, railroads, fences, etc.



WELL LOCATION SKETCH

(3) TYPE OF WORK:

New Well [X] Deepening [ ]
Reconstruction [ ]
Reconditioning [ ]
Horizontal Well [ ]
Destruction [ ] (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic [X]
Irrigation [ ]
Industrial [ ]
Test Well [ ]
Stock [ ]
Municipal [ ]
Other [ ]

(5) EQUIPMENT:

Rotary [ ] Reverse [ ]
Cable [X] Air [ ]
Other [ ] Bucket [X]

(6) GRAVEL PACK:

Yes [X] No [ ] Size 1/4"
Diameter of bore 26 and 10
Packed from 20 to 59 ft.

(7) CASING INSTALLED:

Steel [ ] Plastic [X] Concrete [ ]

From ft.	To ft.	Dia. in.	Gage or Wall
1 ft.	above grd.		
	59	5	1/4"

(8) PERFORATIONS:

Type of perforation or size of screen

From ft.	To ft.	Slot size
20	59	1/8"

(9) WELL SEAL:

Was surface sanitary seal provided? Yes [X] No [ ] If yes, to depth 17 ft.
Were strata sealed against pollution? Yes [ ] No [X] Interval ft.
Method of sealing Concrete

(10) WATER LEVELS:

Depth of first water, if known 20 ft.
Standing level after well completion ft.

(11) WELL TESTS:

Was well test made? Yes [X] No [ ] If yes, by whom? Driller
Type of test Pump [ ] Bailer [X] Air lift [ ]
Depth to water at start of test ft. At end of test ft
Charge 4 1/2 gal/min after 3 hours Water temperature
Chemical analysis made? Yes [ ] No [X] If yes, by whom?
Was electric log made? Yes [ ] No [X] If yes, attach copy to this report

(12) WELL LOG: Total depth 59 ft. Depth of completed well 60 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0	12	Brown Clay
12	15	White sandy clay
15	20	Blue rock
20	29	Black rock
29	59	Blue and black rock

Work started May 16, 1988 Completed May 25, 1988

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief

SIGNED John W Murray (Well Driller)

NAME Murray Well Drilling (Person, firm, or corporation) (Typed or printed)

Address 30520 Sherwood Rd.

City Fort Bragg, Ca. Zip 95437

License No. 268792 Date of this report June 25, 1988

DWR 188 (REV. 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

STATE OF CALIFORNIA

WELL COMPLETION REPORT

No. 807026

DWR USE ONLY — DO NOT FILL IN

17N/17W20W

STATE WELL NO. STATION NO.

LATITUDE LONGITUDE

APN / TRS / OTHER

OWNER'S WELL No. 4796

Date Work Began 8/19/02 Ended 8/19/02

Local Permit Agency Mendocino

Permit No. 15481 Permit Date 7-22-2002

GEOLOGIC LOG

ORIENTATION Vertical Degree of Angle _____

DEPTH FROM SURFACE DEPTH TO FIRST WATER _____(ft.) BELOW SURFACE

Ft.	Ft.	DESCRIPTION
0	2	topsoil
2	20	brown clay
20	30	weathered sandstone
30	140	sandstone
140	160	shale w/clay

WELL OWNER

WELL LOCATION

Address same as above

City _____ County Mendocino

Apn Book 119 Page 050 Parcel 43

or

Township _____ Range _____ Section _____ 1/4 _____ 1/4

or

Latitude _____ NORTH Longitude _____ WEST

Deg. Min. Sec. Deg. Min. Sec.

LOCATION SKETCH

ACTIVITY NEW WELL PLANNED USE(S) Domestic Water

DRILLING METHOD ROTARY AIR FLUID

DEPTH OF STATIC WATER LEVEL 20 (Ft.) & DATE MEASURED Aug 19, 2002

ESTIMATED YIELD * 2 (G.P.M.) & TEST TYPE Airlift

TEST LENGTH. 2 (Hrs.) TOTAL DRAWDOWN 150 (FT.)

*May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 160 (Feet)

TOTAL DEPTH OF COMPLETED WELL 160 (Feet)

CASING

DEPTH FROM SURFACE Ft.	To Ft.	BORE-HOLE DIA.	TYPE	Material / Grade	Dia.	Gauge	Slot size
0	30	10 5/8	Blank	F480 PVC	5	160	
30	160	7.5	Perfs	F480 PVC	5	160	1/8

ANNULAR MATERIAL

DEPTH FROM SURFACE Ft.	To Ft.	Seal Material	Filter Pack (Type / Size)
0	20	Bentonite	
20	160		Pea Gravel

Attachments

no Geologic Log

Well Construction Diagram

no Geophysical Logs

no Soil Water Chemical Analyses

no Other

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Fisch Bros. Drilling, Inc.

(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

5001 Gravenstein Hwy No. Sebastopol CA 95472

Signed Dale Theiss Carol Hughes 8-20-02 399226

WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER

ORIGINAL
File with DWR

Page 1 of 1

STATE OF CALIFORNIA
WELL COMPLETION REPORT
Refer to Instruction Pamphlet

DWR USE ONLY — DO NOT FILL IN
17N17W29
STATE WELL NO./STATION NO.
LATITUDE LONGITUDE
APN/TRS/OTHER

Owner's Well No. 2
Date Work Began 11/15/00 Ended 11/22/00 No. 703136
Local Permit Agency Mendocino Co. Environmental Health
Permit No. 12895 Permit Date 10/17/00

GEOLOGIC LOG

ORIENTATION (✓) ✓ VERTICAL ___ HORIZONTAL ___ ANGLE ___ (SPECIFY)
DRILLING METHOD Rotary FLUID NONE

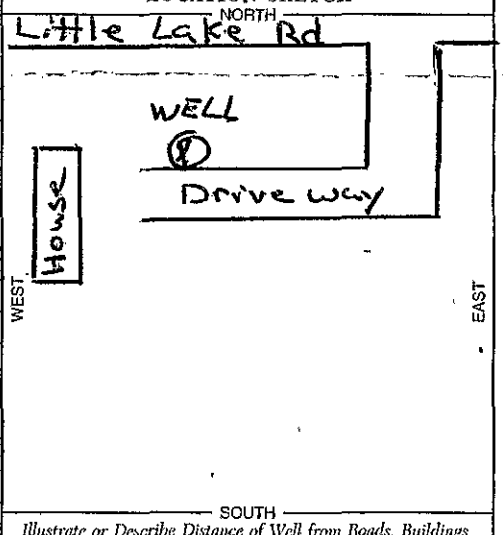
DEPTH FROM SURFACE Ft.	to Ft.	DESCRIPTION *Describe material, grain size, color, etc.*
0	1	DRIFT
1	27	SAND FINE BROWN
27	29	CLAY GRAY
29	235	SANDSTONE GRAY

TOTAL DEPTH OF BORING 235 (Feet)
TOTAL DEPTH OF COMPLETED WELL 217 (Feet)

WELL LOCATION

Address 43755 Little Lake Road
City MENDOCINO
County MENDOCINO
APN Book 119 Page 390 Parcel 13
Township ___ Range ___ Section ___
Latitude ___ DEG. ___ MIN ___ SEC. NORTH Longitude ___ DEG. ___ MIN. ___ SEC. WEST

LOCATION SKETCH



Illustrate or Describe Distance of Well from Roads, Buildings, Fences, Rivers, etc. and attach a map. Use additional paper if necessary. PLEASE BE ACCURATE & COMPLETE.

ACTIVITY (✓)

✓ NEW WELL
MODIFICATION/REPAIR
___ Deepen
___ Other (Specify)
___ DESTROY *(Describe Procedures and Materials Under "GEOLOGIC LOG")*

PLANNED USES (✓)

WATER SUPPLY
✓ Domestic ___ Public
___ Irrigation ___ Industrial
MONITORING ___
TEST WELL ___
CATHODIC PROTECTION ___
HEAT EXCHANGE ___
DIRECT PUSH ___
INJECTION ___
VAPOR EXTRACTION ___
SPARGING ___
REMEDIATION ___
OTHER (SPECIFY) ___

WATER LEVEL & YIELD OF COMPLETED WELL

DEPTH TO FIRST WATER 17 (Ft.) BELOW SURFACE
DEPTH OF STATIC WATER LEVEL 14 (Ft.) & DATE MEASURED 11/22/00
ESTIMATED YIELD * 2 (GPM) & TEST TYPE AIRLIFT
TEST LENGTH 3 (Hrs.) TOTAL DRAWDOWN ___ (Ft.)
* *May not be representative of a well's long-term yield.*

CASING (S)

DEPTH FROM SURFACE Ft.	to Ft.	BORE-HOLE DIA. (Inches)	TYPE (✓) BLANK	SCREEN	CONDUCTOR	FILL PIPE	MATERIAL / GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)
1	60	10"	X				PVC	5"	CL200	
60	235	10"		X			PVC	5"	CL200	.032

ANNULAR MATERIAL

DEPTH FROM SURFACE Ft.	to Ft.	TYPE CEMENT (✓)	BENTONITE (✓)	FILL (✓)	FILTER PACK (TYPE/SIZE)
0	27	X			
27	235			X	#3 LONE STAR

ATTACHMENTS (✓)

___ Geologic Log
___ Well Construction Diagram
___ Geophysical Log(s)
___ Soil/Water Chemical Analyses
___ Other ___

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME WEST STAR DRILLING CO., INC
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)
ADDRESS 32960 PEARL DRIVE CITY FORT STATE CA ZIP 95437
Signed [signature] WELL DRILLER/AUTHORIZED REPRESENTATIVE
DATE SIGNED 12/14/00
C-57 LICENSE NUMBER 784181

DWR 188 REV. 11-97

IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

STATE OF CALIFORNIA

WELL COMPLETION REPORT

No. 762471

DWR USE ONLY — DO NOT FILL IN

17N/17W3

STATE WELL NO. STATION NO.

LATITUDE LONGITUDE

APN / TRS / OTHER

OWNER'S WELL No. 4510

Date Work Began 7/3/01 Ended 7/3/01

Local Permit Agency Mendocino

Permit No. 12378 Permit Date 6/15/2001

GEOLOGIC LOG

ORIENTATION Vertical Degree of Angle .....

DEPTH FROM SURFACE DEPTH TO FIRST WATER .....(ft.) BELOW SURFACE

Ft.	Ft.	DESCRIPTION
0	2	topsoil
2	25	brown sandy clay
25	120	soft sandstone
120	190	hard sandstone
190	220	shale & clay

WELL LOCATION

Address 9301 N. Hwy 1

City Mendocino County Mendocino

Apn Book 119 Page 340 Parcel 16

or

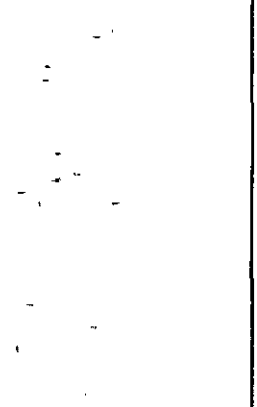
Township ..... Range ..... Section ..... 1/4 ..... 1/4

or

Latitude ..... NORTH Longitude ..... WEST

Deg. Min. Sec. Deg. Min. Sec.

LOCATION SKETCH



ACTIVITY NEW WELL PLANNED USE(S) Domestic Water

DRILLING METHOD ROTARY AIR FLUID

DEPTH OF STATIC WATER LEVEL 26 (Ft.) & DATE MEASURED Jul 3, 2001

ESTIMATED YIELD * 15 (G.P.M.) & TEST TYPE Airlift

TEST LENGTH. 2 (Hrs.) TOTAL DRAWDOWN 210 (FT.)

*May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 220 (Feet)

TOTAL DEPTH OF COMPLETED WELL 220 (Feet)

CASING

DEPTH FROM SURFACE Ft.	To Ft.	BORE-HOLE DIA.	TYPE	Material / Grade	Dia.	Gauge	Slot size
0	20	10 5/8	Blank	F480 PVC	5	160	
20	40	7.5	Blank	F480 PVC	5	160	
40	220	7.5	Perfs	F480 PVC	5	160	1/8

ANNULAR MATERIAL

DEPTH FROM SURFACE Ft.	To Ft.	Seal Material	Filter Pack (Type / Size)
0	20	Bentonite	
20	220		Pea Gravel

Attachments

- no Geologic Log
- no Well Construction Diagram
- Geophysical Logs
- no Soil Water Chemical Analyses
- no Other

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Fisch Bros. Drilling, Inc.
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

5001 Gravenstein Hwy No. Sebastopol CA. 95472

Signed Dale Theiss Carol Hughes 7-5-01 399226

WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C- 57 LICENSE NUMBER

STATE OF CALIFORNIA

WELL COMPLETION REPORT

No. 0924893

DWR USE ONLY — DO NOT FILL IN

STATE WELL NO. STATION NO.

LATITUDE LONGITUDE

APN / TRS / OTHER

Work Began 9/9/05 Ended 9/9/05

Local Permit Agency MENDOCINO

Permit No. WN20432 Permit Date 8-16-2005

GEOLOGIC LOG

ORIENTATION Vertical Degree of Angle .....

DEPTH FROM SURFACE Ft. | DEPTH TO FIRST WATER ..... (ft.) BELOW SURFACE | DESCRIPTION

Ft.	Ft.	DESCRIPTION
0	2	topsoil
2	20	brown clay
20	25	weathered greenstone
25	140	greenstone w/ shale

WELL OWNER

[redacted] CA 94942

LOCATION

Address 10651 GURLEY LANE

City MENDOCINO County MENDOCINO

Apn Book 119 Page 100 Parcel 01

or Township ..... Range ..... Section ..... 1/4 ..... 1/4

or Latitude ..... Deg. Min. Sec. NORTH Longitude ..... Deg. Min. Sec. WEST

LOCATION SKETCH

ACTIVITY NEW WELL PLANNED USE(S) Domestic Water

DRILLING METHOD ROTARY AIR FLUID Bentonite

DEPTH OF STATIC WATER LEVEL 20 (Ft.) & DATE MEASURED Sep 9 2005

ESTIMATED YIELD * 1.5 (G.P.M.) & TEST TYPE Airlift

TEST LENGTH. 2 (Hrs.) TOTAL DRAWDOWN 135 (FT.)

*May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 140 (Feet)

TOTAL DEPTH OF COMPLETED WELL 140 (Feet)

CASING

DEPTH FROM SURFACE Ft.	To Ft.	BORE HOLE DIA.	TYPE	Material / Grade	Dia.	Gauge	Slot size
0	20	10 5/8	Blank	F480 PVC	5	160	
20	40	8 3/4	Blank	F480 PVC	5	160	
40	140	7 1/2	Perfs	F480 PVC	5	200	Factor

ANNULAR MATERIAL

DEPTH FROM SURFACE Ft.	To Ft.	Seal Material	Filter Pack (Type / Size)
0	20	Bentonite	
20	140		Pea Gravel

Attachments

no Geologic Log

no Well Construction Diagram

no Geophysical Logs

no Soil Water Chemical Analyses

no Other

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME FISCH BROS. DRILLING, INC.
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

5001 Gravenstein Hwy No. Sebastopol CA 9547

Signed Dale Theiss 09/30/05
WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED

399226
C-57 LICENSE NUMBER

ghd.com

The Power of Commitment

Appendix B Agreement with State Water Board

DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. D2202005
by and between
MENDOCINO UNIFIED SCHOOL DISTRICT ("Recipient")
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

MUSD WATER SUPPLY AND STORAGE PROJECT
2300584-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and State Water Board Resolution adopted on March 15, 2021.

PROJECT FUNDING AMOUNT: $4,500,000.00
PRINCIPAL FORGIVENESS COMPONENT: $4,500,000.00
ESTIMATED REASONABLE PROJECT COST: $4,500,000.00
ELIGIBLE WORK START DATE: MAY 1, 2021
ELIGIBLE CONSTRUCTION START DATE: AUGUST 1, 2022
CONSTRUCTION COMPLETION DATE: JULY 1, 2026
FINAL REIMBURSEMENT REQUEST DATE: FEBRUARY 1, 2027
RECORDS RETENTION END DATE: JULY 1, 2062

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
   - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
   - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
   - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
   - EXHIBIT D – SPECIAL CONDITIONS

2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
   - the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
   - the Drinking Water System Permit No. 02-03-11P2300584;
   - the Davis-Bacon requirements found at:

     https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2022/2022-dwsrf-governmental-entities-public.pdf

3. Party Contacts during the term of this Agreement are:

State Water Board		Mendocino Unified School District	
Section:	Division of Financial Assistance		
Name:	Gary Chan, Project Manager	Name:	Jason Morse, Superintendent
Address:	1001 I Street, 16th Floor	Address:	PO Box 1154
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Mendocino, CA 95460
Phone:	(916) 650-6874	Phone:	(707) 937-5868
Fax:		Fax:	
Email:	Gary.Chan@waterboards.ca.gov	Email:	jmorse@mcn.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
   (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
   (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

   (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

   (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

   (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

   (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

MENDOCINO UNIFIED SCHOOL DISTRICT:	STATE WATER RESOURCES CONTROL BOARD:
By: Jason Morse Jason Morse (Jan 5, 2023 09:08 PST)	By: J. Karkoski
Name: Jason Morse Title: Superintendent	Name: Joe Karkoski Title: Deputy Director Division of Financial Assistance
Date: Jan 5, 2023	Date: Jan 31, 2023

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 30 years. The funding under this Agreement shall be used to address inadequate source capacity to meet maximum day demand (MDD) and the deficiencies stated on the inspection letter from Division of Drinking Water, Mendocino District Office, dated August 23, 2016.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Replace the existing redwood tank and bolted steel tank and install two (2) bolted stainless-steel tanks with a combined capacity of approximately 115,000 gallons,
2. Rehabilitate the existing Well Nos. 1 and 2,
3. Equip the new well (drilled and capped under the planning project No. 2300584-001P) and install a submersible pump with a capacity of five to ten (5-10) gallons per minute,
4. Replace the existing treatment building with a new concrete masonry unit treatment building,
5. Install the new chemical treatment systems for chlorination, flow monitoring, pH, and chlorine residual monitoring,
6. Install one (1) fire hydrant, and necessary piping and appurtenances to connect the two (2) new storage tanks and new well with the existing distribution system,
7. Install a backup generator, and
8. Install chain link fencing and a new gravel access road to the tank site.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):

"Funding for this project has been provided in full or in part by the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Submit professional engineering services contract		2/1/2023
2.	Submit Final Plans and Specifications after receiving approval by Division of the State Architect (DSA) from the State Department of General Services		5/1/2023
3.	Bid Opening		11/1/2023
4.	Start of construction		3/1/2024
5.	Construction Completion	7/1/2026	
6.	Final Budget Approval Package (RESERVED if not available)		7/1/2023
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		7/1/2026
3.	Project Completion Report		TBD
4	As Needed Reports		TBD

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	2/1/2027	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

The Division may require corrective work to be performed prior to Project Completion. The State Water Board is not obligated to reimburse corrective work under this Agreement.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
2) A description of compliance with environmental requirements;
3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 PROJECT COMPLETION REPORT.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

i. Description of the Project,
ii. Description of the water quality problem the Project sought to address,

iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 SPECIAL REPORTS.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.8 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents ($0.00).

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	$3,220,317	$3,220,317
Pre-Purchased Material/Equipment	$0	$0
Purchase of Land	$0	$0
Change Order Contingency	$322,032	$322,032
Force Account	$0	$0
Allowances (Soft Costs)	$957,651	$957,651
TOTAL	$4,500,000	$4,500,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks

performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

(a) Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

Each capitalized term used in this Agreement has the following meaning:

- “Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the authorized representative by title.
- "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- “District Office” means District Office of the Division of Drinking Water of the State Water Board.
- “Division of Drinking Water” means the Division of Drinking Water of the State Water Board.
- “Eligible Construction Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- “Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- “Enterprise Fund” means the enterprise fund of the Recipient in which Revenues are deposited.
- “Event of Default” means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
    a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient’s ability to satisfy its obligations under this Agreement.

b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;

- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the

Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Mendocino Unified School District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the

preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

The Recipient possesses all water rights necessary for this Project.

D.3 ACKNOWLEDGEMENTS

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- "Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 RATES, FEES, AND CHARGES

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 RESERVED.

D.6 RESERVED.

D.7 SPECIAL CONDITIONS

1. Technical:

    a. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division's Project Manager, Division of Drinking Water, Mendocino District Office, and Division of the State Architect from the State Department of General Services.
    b. The Recipient shall submit its professional engineering services contract(s) to the Division for approval prior to disbursement of funds for costs incurred under such contract(s).
    c. Recipient shall notify the Division of the start of the Project construction and subsequently at fifty percent (50%) and one hundred percent (100%) complete.

d. Upon completion of the Project, the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water, Mendocino District Office.
e. Prior to the Construction Completion Date, the Recipient shall demonstrate that all mandatory and necessary Technical, Managerial, and Financial (TMF) elements have been met to the satisfaction of the Division, including the following necessary TMF elements
    i. Operation Plan
    ii. Emergency Response Plan
    iii. Training
    iv. Policies

2. Environmental
    a. The Mitigation Monitoring and Reporting Program adopted by the Mendocino Unified School District on October 15, 2020 for the Project. The Recipient shall implement all mitigation measures therein.
    b. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
    c. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance. regarding the specific requirements for the potential generation of liquid or solid waste. For more information contact the California Environmental Protection Agency website for programs within the county of operation.

3. Credit
    a. Recipient must maintain a Positive District Certification of Interim Report for the useful life of the Project or the term of the Financing Agreement, whichever is less.

D.8 FUNDS RELATED TO CONTAMINATION

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

D.9 APPOINTMENT OF RECEIVER OR CUSTODIAN

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.10 RETURN OF FUNDS

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.11 RESERVED.

D.12 RESERVED.

D.13 OPERATION AND MAINTENANCE

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all

operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.14 INSURANCE

The Recipient will procure and maintain or cause to be maintained insurance on the System/Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System/Project) as are usually covered in connection with systems similar to the System/Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System/Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System/Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System/Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.15 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.16 NOTICE

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

(a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) Reserved.

(c) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:

i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);

iii. Loss, theft, damage, or impairment to Project;

iv. Events of Default, except as otherwise set forth in this section;

v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.

vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;

vii. Consideration of dissolution, or disincorporation;

viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or

in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;

xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

xiii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;

xiv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

xv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

xvi. Any event requiring notice to the Division pursuant to any other provision of this Agreement;

xvii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and

xviii. Completion of Construction, and Project Completion.

D.17 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of

misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.18 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.19 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

D.20 STATE CROSS-CUTTERS

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.21 DAMAGES FOR BREACH OF FEDERAL CONDITIONS

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.22 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member

of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.23 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

D.24 FEDERAL CROSS-CUTTERS.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase “iron and steel products” produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

ii. The Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in this Agreement. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in all construction contracts and subcontracts.

iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and

participation by federal representatives with at least ten (10) working days' notice.

iv. The Recipient shall comply with applicable USEPA general terms and conditions found at http://www.epa.gov/ogd.

v. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.

vi. Reserved.

vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.

ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.

x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the Division when an invention report, patent report, or utilization report is filed.

xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgment statement set forth in Exhibit D.

xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

xiv. The Recipient certifies to the best of its knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

xv. The Recipient must comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.
f. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech.
g. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

xvi. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

xvii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.

xviii. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: http://www.sam.gov/ .

xix. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.

xx. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

xxi. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

xxii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.

xxiii. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

xxiv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

xxv. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at https://www.epa.gov/osa/policy-epa-scientific-integrity, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on

scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxvi. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples.

xxvii. The Recipient certifies that no Project Funds will be used on:

a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
b. Telecommunications or video surveillance services produced by such entities;
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

xxviii. Build America, Buy America:

The Recipient acknowledges that funds received under this Agreement are subject to federal requirements, including the Build America Buy America (BABA) provisions of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), in addition to all other applicable requirements in this Exhibit D. Specifically, the Recipient shall ensure that, as these terms are defined within and made applicable by Public Law 117-58:

a. all iron and steel used in the Project are produced in the United States;

b. the manufactured products used in the Project are produced in the United States; and
c. the construction materials used in the Project are produced in the United States.

Recipient represents that it has consulted with its counsel with respect to the application of these federal provisions.

D.25 NON-EXCLUSIVE REMEDIES FOR NON-COMPLIANCE WITH FEDERAL REQUIREMENTS.

In addition to any other remedies by the State Water Board as may be set forth elsewhere in this Agreement, in the event that Recipient fails to comply with any Federal statutes, regulations, or the terms and conditions of a Federal award, including this subaward, the State Water Board may, in its discretion:

(1) impose any conditions described in 2 CFR section 200.207;

(2) temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Recipient;

(3) Disallow (that is, deny both use of funds and any applicable Match Contribution credit toward) all or part of the cost of any activity or action not in compliance;

(4) Wholly or partly suspend or terminate the Federal subaward;

(5) Recommend suspension or debarment proceedings be initiated by the USEPA as authorized under 2 CFR part 180;

(6) Withhold further Federal awards for the project or program; and

(7) Take other remedies that may be legally available.

Appendix C Agreement with Department of Water Resources

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

MENDOCINO CITY COMMUNITY SERVICE DISTRICT

AGREEMENT NUMBER 4600014624

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

AMENDMENT 1

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the Mendocino City Community Service District, a special district in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on March 19, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by March 31, 2025, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after June 30, 2025.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $4,932,000. Any additional costs are the responsibility of the Grantee.

4) BASIC CONDITIONS.

   A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

      i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).

      ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan”.

      iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

         1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

         2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

            a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

            b) Documents that satisfy the CEQA process are received by the State, and

c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after March 18, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources for ongoing programs.

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs

include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

   A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

   B. If the Grantee is requesting the advanced payment, the request(s) shall include:

      i. Descriptive information of each project with an update on project status

      ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced

      iii. The names of the entities that will receive the funding for each project

      iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

      v. Any other information that DWR may deem necessary

   C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

   D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
    1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
    2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
    3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
    4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment."

9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations.

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 4.

F. Failure to routinely invoice the State pursuant to Paragraph 7.

G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

H. Declare the funding be immediately repaid.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 12 of the 2021 Guidelines and Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2021 Guidelines and Proposal Solicitation Package.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines and Proposal Solicitation Package.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for

technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance

with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Mendocino City Community Service District

Ryan Rhoades
Superintendent
P.O. Box 1029
10500 Kelly Street
Mendocino, CA 95460
Phone: (707) 937-5790
Email: mccsd@mcn.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Victoria Rouse-Jones
Division of Regional Assistance
P.O. Box 94236
Sacramento, CA 95814
Phone: (916) 902-6216
Email: Victoria.Rouse-Jones@water.ca.gov

Mendocino City Community Service District

Matthew Kennedy
Principal Engineer, GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407
Phone: (707) 540-3376
Email:matt.kennedy@ghd.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Carmel Brown
Carmel K. Brown, Manager
Financial Assistance Branch

Date 5/30/2023

MENDOCINO CITY COMMUNITY
SERVICE DISTRICT

Ryan Rhoades
Ryan Rhoades
Superintendent

Date 5/30/2023

Approved as to Legal Form and Sufficiency

James Herink for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 5/30/2023

EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: Mendocino City Community Service District (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the project contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: MCCSD Drought Tolerance Emergency Water Supply and Storage Improvements

IMPLEMENTING AGENCIES: Mendocino City Community Service District (Grantee) and Mendocino Unified School District (MUSD)

PROJECT DESCRIPTION: The Project will construct a new 500,000 gallon bolted stainless-steel water storage tank, an emergency intertie to the Mendocino Unified School District's (MUSD) existing water distribution system, and up to 10 new water supply wells. The MUSD water system extends through most of the Grantee's service area, serving two public schools, a community park and the Community Center of Mendocino. The storage tank is proposed to be located in an easement on MUSD upper elevation property. The size of the tank is estimated to store approximately three days of water at a conservation demand of 50 gallons per capita per day and based on the permanent population of 855 residents and an estimated daily tourism population of 2,500 people. To meet the confines of the shallow groundwater basin which encompasses both the site and more generally the Mendocino City Community Service District, a system of production wells is proposed for this Project. The wells would be monitored, operated, and pumped into the proposed 500,000 gallon water tank. The tank would be filled and maintained, and water made available as an emergency water supply to eligible customers during the dry summer months. An emergency intertie to the MUSD water system would enable access to water at numerous locations within Mendocino either at the tank or via existing fire hydrants.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Landowner (MUSD) permission, an easement and a memorandum of understanding will be required for the Project.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

The hydrogeological survey and well siting study will evaluate potential locations for new potable water supply wells. The well siting study will include work to assess the prime factors that will affect the suitability of potential well sites for the future design, construction and operation of a new water supply well.

A desktop hydrogeologic study will be performed on MUSD owned parcels in close proximity to the current well site and proposed tank site. This task will include a review of historical well data, past reports relating to hydrogeology, available water quality, and available well production / capacity data.

Based on the results, a field survey of candidate sites within the study area will be conducted to confirm proposed locations, identify fatal flaws, identify site-specific benefits and obstacles that could affect the design, construction, maintenance and operation of the wells. The candidate sites will be evaluated on engineering consideration such as: well site proximity of existing water; sewer lines; storm drains and general constructability.

Deliverables:

- Relevant Feasbility Studies

Task 5: Geotechnical Investigation

A Geotechnical Report will be prepared for the proposed improvements which will include the following:

- Scope of services,
- Site and project description,
- Field exploration,
- Site geology,
- Subsurface soil and groundwater conditions,
- Corrosivity,
- Liquefaction evaluation,
- Allowable bearing capacities, passive soil pressures, and settlement estimates for the proposed tank,
- Seismic Design Parameters
- Earthwork recommendations (subgrade preparation, cut/fill considerations, engineered fill, compaction, trench backfill, temporary slopes/shoring, etc.)
- Incorporate RAP recommendations from previous study for ground improvement if/as needed.
- Limitations,
- Site plan with boring locations
- Geologic map,
- Fault map, and
- Boring log with laboratory test results.

Deliverables:

- Draft and Final Geotechnical Investigation Report in pdf format

Task 6: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 7: Permitting

A permitting analysis will be completed to identify anticipated permits and/or agency consultations that may be necessary to begin construction.

The following permits are anticipated to be acquired for this Project: Mendocino County Coastal Development Use Permit, County Environmental Health boring permit.

Deliverables:

- Permits as required

Task 8: Design

In this task, preliminary engineering, plans, technical specifications and an opinion of probable construction cost will be developed for the recommended project. In addition, a supplemental topographic field survey of the project area will be performed for design purposes. Anticipated project elements included in this scope of services are:

- 500,000 gallon water storage tank
- Design of up to 10 water supply wells
- Modifications to control building for additional water treament flows
- Tank interconnection to the MUSD water system

Deliverables:

- Preliminary Engineering Report
- Topographic Survey
- 100% Design Plans and Specifications

Task 9: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. Well installation may be bid as a separate contract from the rest of the proposed work.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 11: Construction Administration

This task includes managing contractor submittal reviews, answering requests for information, and issuing work directives. A construction observer will be on site for the duration of the Project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, conduct regular construction meetings, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings and other Documents

Task 12: Construction

Anticipated construction activities are outlined below.

11(a): Mobilization and Demobilization will involve the construction contractor and subcontractors mobilizing and then demobilization personnel, materials, and equipment to the project site to construct the proposed improvements.

11(b): Site preparation will include site clearing, tree removal and site grading to provide a level area for the new tank, and improvement of an existing access road.

11(c): Necessary construction for the project includes drilling and development of 10 new wells, construction of well heads, piping of well water to an existing chlorination building, modifications to the chlorination building, construction of a new 500,000 gallon bolted stainless-steel water storage tank, interconnection of the new tank with the existing MUSD distribution system piping, electrical, and instrumentation for tank level and well pumping control. New wells are anticipated to be up to 50 feet deep. Several thousand feet of small diameter piping will convey raw water from each well to the chlorination building for treatment. The new tank will be installed on a concrete foundation. An increase in the size of the piping through chlorination building, including appurtanences, is expected to accommodate higher flow rates.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost	Total Cost
	Grant Administration	$35,000	$0	$35,000
1	MCCSD Drought Tolerance Emergency Water Supply and Storage Improvements	$4,897,000	$0	$4,897,000
	GRAND TOTAL	**$4,932,000**	**$0**	**$4,932,000**

Grant Administration

Implementing Agency: Mendocino City Community Service District (MCCSD)

	BUDGET CATEGORY	Grant Amount	All Other Cost	Total Cost
(a)	Project Administration	$35,000	$0	$35,000
	TOTAL COSTS	$35,000	$0	$35,000

PROJECT 1: MCCSD Drought Tolerance Emergency Water Supply and Storage Improvements

Implementing Agency: MCCSD

	BUDGET CATEGORY	Grant Amount	All Other Cost	Total Cost
(a)	Project Administration	$53,000	$0	$53,000
(b)	Land Purchase / Easement	$136,000	$0	$136,000
(c)	Planning / Design / Engineering / Environmental Documentation	$550,000	$0	$550,000
(d)	Construction / Implementation	$4,158,000	$0	$4,158,000
	TOTAL COSTS	$4,897,000	$0	$4,897,000

EXHIBIT C

SCHEDULE

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	3/19/2022	3/31/2025

PROJECT 1: MCCSD Drought Tolerance Emergency Water Supply and Storage Improvements

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	3/19/2022	3/31/2025
b	Land Purchase / Easement	7/1/2022	9/1/2023
c	Planning / Design / Engineering / Environmental Documentation	7/1/2022	2/1/2024
d	Construction / Implementation	4/1/2023	11/1/2024

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source

process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the

Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, “Default Provisions.”

D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.

D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION NO. 2021-283

RESOLUTION OF THE MENDOCINO CITY COMMUNITY SERVICES DISTRICT TO AUTHORIZE AND DESIGNATE THE SUPERINTENDENT TO REPRESENT THE DISTRICT WITH RESPECT TO THE 2021 URBAN AND MULTI-BENEFIT DROUGHT RELIEF PROGRAM

WHEREAS, Mendocino City Community Services District (MCCSD) has submitted a request for grant monies from the 2021 Urban and Multi-Benefit Drought Relief Program for funding in order to mitigate the impacts of the drought for our community; and

WHEREAS, MCCSD is required to adopt a resolution authorizing an agent, or representative to sign the 2021 Urban and Multi-Benefit Drought Relief Program funding agreements, amendments, and requests for reimbursement on behalf of MCCSD, and to carry out other necessary drought related mitigation projects; and

NOW, THEREFORE IT IS RESOLVED, that MCCSD is hereby authorized to carry out the drought related mitigation projects, enter into funding agreements with the 2021 Urban and Multi-Benefit Drought Relief Program, and accept and expend funds for the drought related mitigation projects; and

BE IT FURTHER RESOLVED, that the Superintendent is hereby authorized and designated to sign, for and on behalf of MCCSD, the funding agreements for the drought related mitigation projects and any amendments thereto; and

BE IT FURTHER RESOLVED, that the Superintendent is hereby authorized and designated to represent MCCSD in carrying out MCCSD's responsibilities under the funding agreements, including approving and signing invoices and requests for reimbursement of drought related mitigation project costs; and

PASSED AND ADOPTED by the Board of Directors of the Mendocino City Community Services District at a Regular Meeting on November 29, 2021 by the following vote:

ROLL CALL VOTE: AYES: 5
NOES: 0
ABSENT: 0

ATTEST:

Harold Hauck, President of the Board

Katie Bates, Board Secretary

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information

- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure.
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: MCCSD Drought Tolerance Emergency Water Supply and Storage Improvements

Sponsor Agencies: Mendocino City Community Service District (Grantee) and Mendocino Unified School District (MUSD)

Agency Address: P.O. Box 1029, 10500 Kelly St.

Project Location: Mendocino, California (39.310479999999998, -123.78279)

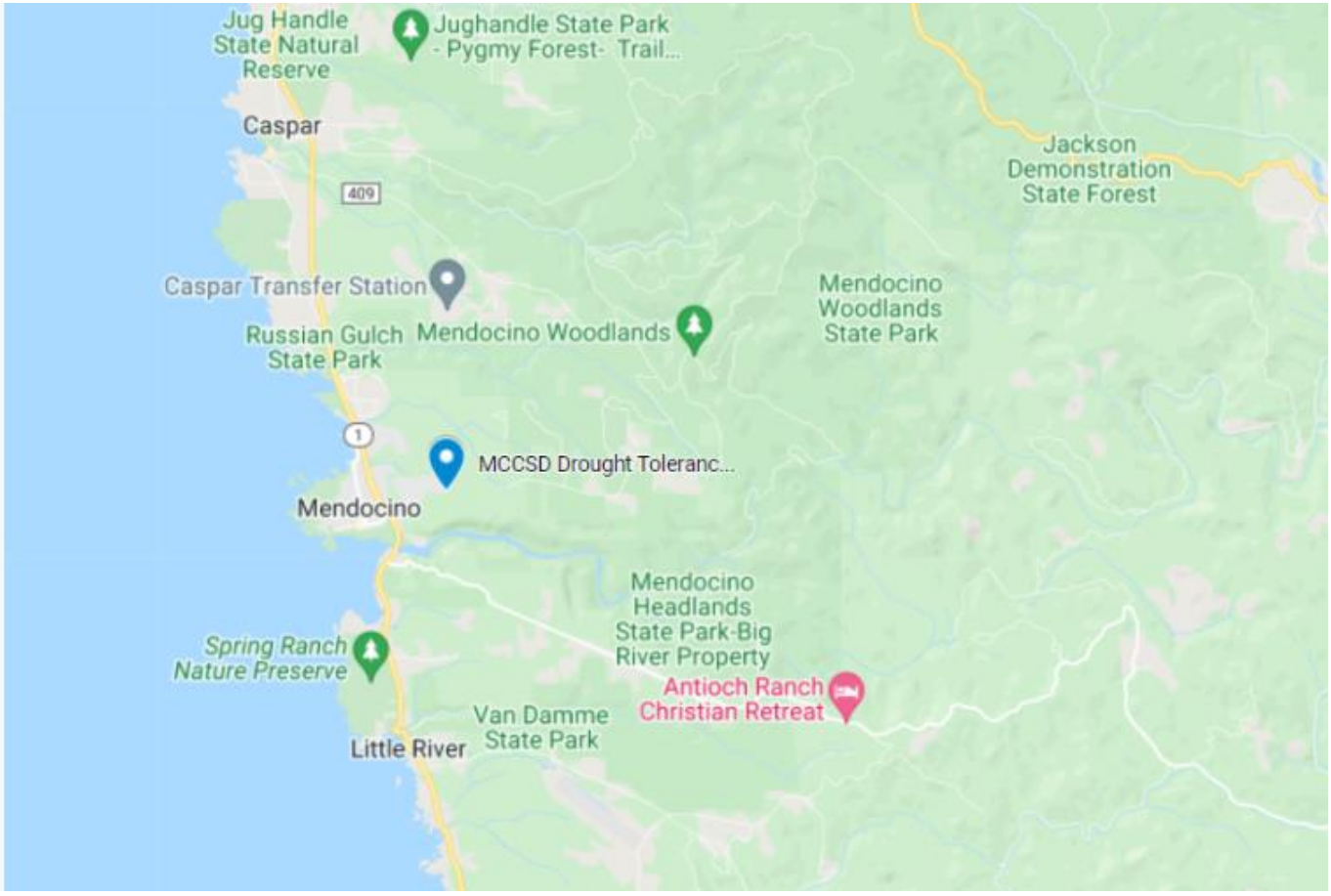


EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value, when possible, with an explanation of the methodology used.
26. Comparable data sheets.
    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
    b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities, access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation n. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

Appendix D Memorandum of Understanding between MUSD and MCCSD

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MENDOCINO UNIFIED SCHOOL DISTRICT

AND

MENDOCINO CITY COMMUNITY SERVICES DISTRICT

The Memorandum of Understanding (MOU) is between the Mendocino Unified School District (MUSD) and the Mendocino City Community Services District (MCCSD) regarding a project involving the planning, design and construction of new potable water wells, water storage tanks, water treatment, and water system improvements on MUSD property. This MOU replaces the MOU approved by MUSD on September 9, 2022 and approved by MCCSD on October 3, 2022.

MCCSD is a California Community Services District formed pursuant to Government Code Section 61000 et seq., with responsibility for providing sanitary sewer service and treatment, groundwater management and street lighting within a district including the village of Mendocino. The MUSD is a K-12 school district that covers 420 square miles and serves the communities from Caspar on the north to Elk in the south and inland to Comptche.

The drought period of 2020-2022 was the worst multi-year drought in recorded State history. The ongoing drought highlighted the need for improved water security in the face of climate change and natural disasters. The MCCSD is the groundwater management authority within the service area boundary. It is responsible for the management of the Mendocino Headlands Aquifer to help prevent overdraft and maintain equitable access to groundwater for the residents, businesses, and property owners. MCCSD has a robust Groundwater Management Program and Water Shortage Contingency Plan. Even with these plans in place, some wells in the service area run dry each summer and others are not able to keep up with demand. The 2021 drought year exposed another weakness; MCCSD customers cannot depend on neighboring water districts to meet water demand short fall during dry periods. This has led to the need to create a local emergency water supply and storage for use during dry periods.

The MUSD is in the unique position of owning one of the most developed and expansive water systems within the MCCSD service area. MUSD owns, operates, and maintains two wells, 115,000 gallons of potable water storage in two tanks, a water treatment system, and a water distribution main that extends through most of the

MCCSD service area, east to west, and includes fire hydrants. MUSD was awarded a *Drinking Water State Revolving Fund (DWSRF)* grant to replace the two existing water tanks, replace the water treatment system, and bring an additional well online. The project is called the Water Supply and Storage Project.

MCCSD, in cooperation with MUSD, has obtained a California Department of Water Resources grant through the *Urban and Multibenefit Drought Relief (UMBDR) Grant* program to develop a Water Supply and Storage project to help serve the District's water needs during dry periods. This UMBDR grant funding is for the development of 500,000-gallons of potable water storage, and the drilling of up to 10 new groundwater wells.

MCCSD and MUSD have had discussions and agreed to cooperate in the development of a water supply and storage on MUSD owned property that combines both DWSRF and UMBDR grant funding sources to deliver one project. The project combines the storage volume, and incorporates the new wells, treatment building and site improvements. This approach is proposed because combining the funds into one project maximizes the available funding and leverages economy of scale. MUSD's existing water system infrastructure is already being improved and the presence of groundwater on the MUSD property is known. Combining project funding also reduces the total number of water tanks and the project footprint.

This project is supported by the Mendocino County fifth District Supervisor, California State political leaders, local residents, and local businesses.

MCCSD and MUSD therefore agree to the following:

1. MUSD will make available its real property for the purpose of constructing up to ten (10) new potable water wells and incorporating them and 500,000 gallons of additional potable water storage into the MUSD Water Supply and Storage Project.
2. MUSD was designated by the State Water Resources Control Board as the Lead Agency under the California Environmental Quality Act (CEQA). MUSD previously completed an Initial Study (IS)/Mitigated Negative Declaration (MND) for the MUSD funded Water Supply and Storage project. It is mutually agreed that MUSD will remain the lead agency for the combined project.
3. Equitable access to water during periods of drought will be mutually determined between MUSD and MCCSD once all MUSD potable water needs are met.

4. For any water accessed by MCCSD, MCCSD shall be responsible for the proportionate cost of water pumping and treatment, as well as proportionate costs to maintain wells, storage, and water quality.
5. MCCSD and MUSD will coordinate to have a hydro-geologic study, well siting study, geotechnical investigation, survey, updated environmental documents, permitting, and update the Water Supply and Storage Project design for the additional potable water wells, 500,000 gallons of additional storage, and related improvements.
6. The hydro-geologic study and well siting study will inform the design and locations of the wells. The wells will be constructed in accordance with the MCCSD Groundwater Management Plan, specifically Ordinance 2020-01. This includes notification of surrounding properties, and a 72-hour pump test as part of a hydro-geologic study during construction. If the wells produce a sufficient quantity of water and the hydro-geologic study concludes that water may be extracted without negatively impacting neighboring well groundwater levels, the wells will be developed for potable water production.
7. In the event adequate water is not found as a result of drilling the new wells, an alternative well site(s) may be explored. Similarly, if hydrological testing shows that the water cannot be extracted without negatively impacting neighboring wells, including MUSD's existing wells, alternative well sites may be investigated or a well operations plan developed.
8. In the event adequate water is not found as a result of drilling the new wells, MUSD shall retain the right to use the wells drilled on its property for whatever purpose the hydrological testing identifies as appropriate, subject to state requirements, and MCCSD shall have no further financial commitment to the wells.
9. Water will be treated by the MUSD water treatment system. MCCSD staff will have unrestricted access to the treatment system. Operation and maintenance of the treatment system to ensure health and safety of the water will remain the responsibility of MUSD as part of their State permitted public water system.
10. MUSD will grant MCCSD an access and utility easement onto MUSD property, as determined to be necessary, for the construction, maintenance, service, and use of the storage tanks, wells, and treatment system.

11. Once constructed and operational, MCCSD will operate and maintain the new wells. MCCSD will be responsible for all costs associated with maintenance, use, and replacement of the wells, and proportionate cost of operation and maintenance of the tanks and water treatment system, for any water accessed by MCCSD.
12. MCCSD and MUSD will make sure water is accessible to the Fire Departments as needed for emergency fire suppression.
13. Changes to the UMBDR grant funded improvements are at the discretion of MCCSD, the grant recipient, and require approval of the California Department of Water Resources, the grant provider.
14. Changes to the DWSRF grant funded improvements are at the discretion of MUSD, the grant recipient, and require approval of the State Water Board Division of Financial Assistance, the grant provider.
15. Changes to the project that may affect MUSD will be subject to MUSD approval.
16. This MOU may be modified by MCCSD and MUSD in a subsequent memorandum signed by both parties.

This MOU is hereby accepted by MCCSD and MUSD effective April 20, 2023 at Mendocino, California.

Mendocino City Community Services District

4/19/23

By: Dennak Murphy, Board President

Mendocino Unified School District

By: Michael Schaeffer, Board President