

South Tahoe Public Utility District

General Manager
Richard H. Solbrig

Directors
Chris Cefalu
James R. Jones
Randy Vogelgesang
Kelly Sheehan
Duane Wallace

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

VIA EMAIL AND FEDERAL EXPRESS

September 16, 2016

Mark Nordberg, GSA Project Manager
Senior Engineering Geologist
California Department of Water Resources
901 P Street, Room 213A
P.O. Box 942836
Sacramento, California 94236
Mark.Nordberg@water.ca.gov

Bill Brewster
Senior Engineering Geologist
3500 Industrial Blvd.
West Sacramento, California 95691
Bill.Brewster@water.ca.gov

RE: SOUTH TAHOE PUBLIC UTILITY DISTRICT NOTICE OF ELECTION TO SERVE AS GROUNDWATER SUSTAINABILITY AGENCY

Dear Mr. Nordberg and Mr. Brewster,

The South Tahoe Public Utility District (“District”) provides this Notice, pursuant to Water Code Section 10723.8, of its election to serve as the Groundwater Sustainability Agency (“GSA”) for the portion of the Tahoe Valley South Groundwater Basin (“TVS Basin”) outside of its service area, as identified in the attached Exhibit A. Since November 17, 2015, the Department of Water Resources (DWR) has recognized the District as the exclusive GSA for those areas of the TVS Basin lying within the District’s service area. To the best of the District’s knowledge, there are no other entities desiring to serve as a GSA within this portion of the TVS Basin.

The District is a public utility district formed and operating under the provisions of the California Public Utility District Act (California Public Utility Code Section 15501, *et. seq.*) and has the authority to exercise powers related to groundwater management within its service area. The District has territory in El Dorado County and depends on the TVS Basin, an unadjudicated groundwater basin underlying the District's service area, to help meet the water needs of its customers.

On September 15, 2016, the District's Board of Directors held a public hearing to consider its decision to serve as a GSA for the portion of the TVS Basin outside of its service area. The District caused notice of this public hearing to be published in the Tahoe Daily Tribune, as provided by Water Code Section 10723(b) and Government Code Section 6066. Proof of publication of this notice is attached as Exhibit B. A courtesy copy of the notice was also emailed to the Board of Supervisors of El Dorado County ("County") and the Board of the El Dorado County Water Agency ("Agency"). A copy of the notice was also provided to the District's existing stakeholder advisory group ("SAG"), convened as part of the District's development of its 2014 Groundwater Management Plan ("GWMP"). All feedback and comments received prior to the public hearing were supportive of the District's election to act as the GSA for the portion of the TVS Basin outside of its service area. No comments were received at the public hearing.

Immediately following the public hearing, the District's Board of Directors adopted Resolution No. 3040-16, attached as Exhibit C, electing the District as the GSA for the area described therein. The District has not adopted any other bylaws, regulations, or ordinances in its role as GSA at this time, though the need for the same may be revisited during development, adoption and/or implementation of a groundwater sustainability plan ("Plan").

The District and El Dorado County, through the Agency, have also worked cooperatively to implement the GWMP throughout the entire TVS Basin—including the areas outside of the District's service area boundaries—through the County's significant financial contributions to fund implementation activities and through its active participation on the SAG. Concurrent with the District's adoption of Resolution No. 3040-16, the District and the County entered into a Memorandum of Understanding ("MOU") formalizing the District's and the County's agreement to continue to cooperatively manage and coordinate implementation and enforcement of the Sustainable Groundwater Management Act ("Act") in the portion of the TVS Basin outside of the District's service area boundaries. A copy of the executed MOU is attached as Exhibit D.

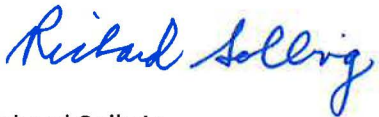
The governing board of the GSA will be the District's Board of Directors, which is made up of residents from within the District's service area, who are elected to their positions by other residents. Therefore, issues pertaining to the TVS Basin will be discussed and decided by

elected representatives local to TVS Basin. Additionally, the District is planning to expand its existing SAG in order to also encompass development and implementation of a Plan under the Act. This expanded SAG will be referred to herein as the "GSA SAG." Pursuant to this process, the District plans to invite additional interested stakeholders to participate in the GSA SAG in order to increase the group's representation of the various beneficial uses and users of groundwater throughout the TVS Basin. The District is planning to utilize the GSA SAG to communicate with interested stakeholders in the sustainable management of groundwater in the TVS Basin and to continue to solicit feedback from those stakeholders as compliance with the Act is pursued.

Pursuant to the requirements of Water Code Section 10723.8(a)(4), the attached Exhibit E further outlines how the District is planning to consider the interests of all beneficial uses and users of groundwater in management of the GSA and development and implementation of a compliant Plan.

If you require further information regarding these matters or have any questions, please contact Ivo Bergsohn at 503.543.6204 or ibergsohn@stpud.dst.ca.us.

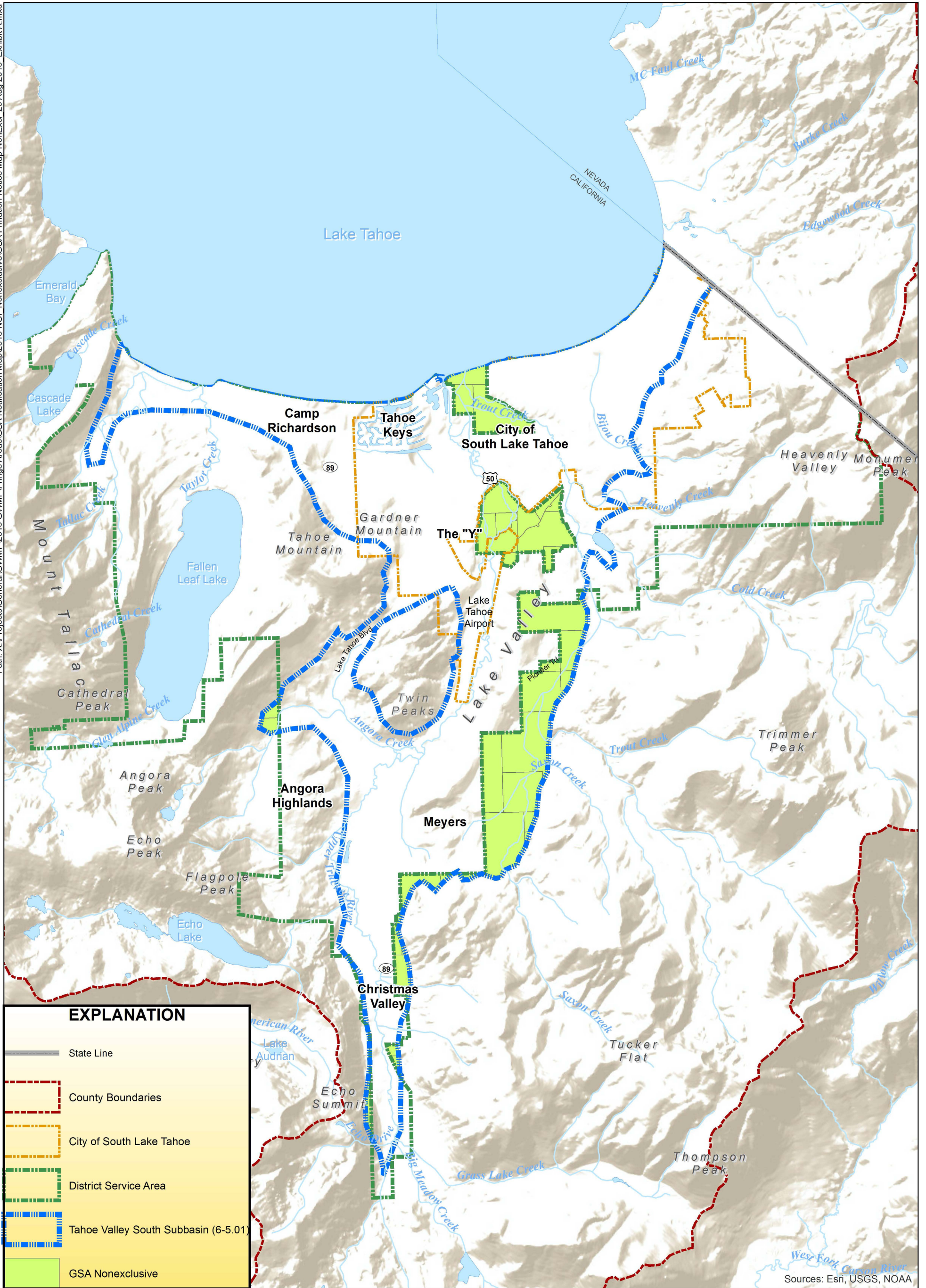
Sincerely,



Richard Solbrig
General Manager

Attachments: Map of TVS Basin (Exhibit A)
 Proof of Publication of Notice (Exhibit B)
 STPUD Resolution No. 3040-16 (Exhibit C)
 District - County MOU (Exhibit D)
 List of All Beneficial Users of Groundwater (Exhibit E)

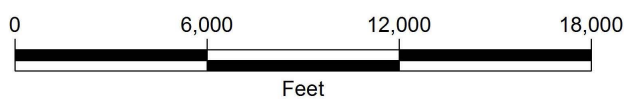
EXHIBIT A



EXPLANATION

- State Line
- County Boundaries
- City of South Lake Tahoe
- District Service Area
- Tahoe Valley South Subbasin (6-5.01)
- GSA Nonexclusive

Sources: Esri, USGS, NOAA



South Tahoe Public Utility District

Groundwater Sustainability Agency (GSA)
Section 10723.8 Notification Map

**Tahoe Valley South Subbasin (6-5.01)
GSA Nonexclusive Areas**



Exhibit A

EXHIBIT B

580 Mallory Way, Carson City, NV 89701
P.O. Box 1888 Carson City, NV 89702
(775) 881-1201 FAX: (775) 887-2408

Customer Account #: 1067078

Legal Account

SOUTH TAHOE PUBLIC UTILITY DISTRICT,
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA 96150
Attn: Heidi Baugh

Kristin Ritter says:

That (s)he is a legal clerk of the
Tahoe Daily Tribune,
a newspaper published Wednesday, Friday, Saturday
at South Lake Tahoe, in the State of California.

Copy Line

NOI PH Amending GSA Formation

PO#:

Ad #: 0000025291-01

of which a copy is hereto attached, was published
in said newspaper for the full required period of
2 time(s) commencing on **08/31/2016**,
and ending on **09/07/2016**, all days inclusive.



Signed: _____
Date: 09/07/2016 State of Nevada, Carson City

Price: \$ 159.16

Proof and Statement of Publication

Ad #: 0000025291-01

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing of the South Tahoe Public Utility District Board of Directors will be held:

--Thursday, September 15, 2016 at 2:00pm--
SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 Meadow Crest Drive, South Lake Tahoe,
California 96150
530-544-6474

The purpose of this Public Hearing is to accept public comment regarding the South Tahoe Public Utility District's ("District") election to become the Groundwater Sustainability Agency ("GSA"), pursuant to the Sustainable Groundwater Management Act, for the portion of the Tahoe Valley South Groundwater Basin ("TVS Basin") outside of the District's service area boundaries. On November 17, 2015, the Department of Water Resources recognized the District as the exclusive GSA for the portion of the TVS Basin within the District's service area. Additional information can be found at: <http://www.stpubd.us>.

Ivo Bergsohn
Hydro-Geologist
SOUTH TAHOE PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS

Pub: August 31, September 7, 2016
Ad#0000025291

EXHIBIT C

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RESOLUTION NO. 3040-16

**A RESOLUTION OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT ELECTING TO BECOME THE
GROUNDWATER SUSTAINABILITY AGENCY FOR THE PORTION OF THE TAHOE VALLEY SOUTH
GROUNDWATER BASIN OUTSIDE OF ITS SERVICE AREA BOUNDARIES PURSUANT TO THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("Act"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the legislative intent of the Act is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, in order to exercise the authority granted in the Act, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA"); and

WHEREAS, the South Tahoe Public Utility District ("District") is a local agency, as the Act defines that term; and

WHEREAS, the District overlies a portion of the Tahoe Valley South Groundwater Basin (designated basin number 6-5.01 in the California Department of Water Resources' CASGEM groundwater basin system) ("TVS Basin"), which has been designed as a medium-priority basin pursuant to the Department of Water Resources' ("DWR") initial prioritization; and

WHEREAS, the Act requires that a GSA be elected for all basins designated by the Department of Water Resources as a medium-priority basin by June 30, 2017; and

WHEREAS, the District adopted Resolution No. 2986-15 electing to be the GSA for the portion of the TVS Basin within its service area on July 16, 2015, submitted its GSA Formation Notification to DWR on August 12, 2015 ("2015 GSA Formation Notification"), and was recognized as the exclusive GSA for this portion of the TVS Basin on November 17, 2015 ("District GSA"); and

1 **WHEREAS**, in addition to its commitment to the sustainable management of the
2 groundwater resources within its service area, the District is committed to the sustainable
3 management of the entire TVS Basin as shown by, among other actions, its adoption of a
4 Groundwater Management Plan for the TVS Basin in December 2014 ("2014 GWMP") and
5 its creation of a Stakeholder Advisory Group ("SAG") to participate in the process; and

6 **WHEREAS**, the Agency is authorized under the El Dorado County Water Act to
7 protect, maintain, and manage surface and groundwater within the Agency's service
8 areas; and

9 **WHEREAS**, historically, the District and the El Dorado Water Agency ("Agency")
10 have worked cooperatively to manage the TVS Basin, including working together to
11 develop both the original Groundwater Management Plan adopted in 2000 and the
12 updated 2014 GWMP; and

13 **WHEREAS**, the District and the Agency have also worked cooperatively to
14 implement the 2014 GWMP throughout the entire TVS Basin-including within the areas
15 outside of the District's service area boundaries-through the Agency's significant financial
16 contributions to fund implementation activities and through its active participation on the
17 SAG; and

18 **WHEREAS**, on this day, the District held a public hearing to consider whether it
19 should elect to become the GSA for the portion of the TVS Basin outside of its service and
20 boundaries; and

21 **WHEREAS**, concurrent with the adoption of this Resolution, the District and the
22 Agency intend to enter into a Memorandum of Understanding ("MOU") formalizing the
23 District and the Agency's agreement to continue to cooperatively manage the TVS Basin
24 and agreeing to coordinate implementation of the Act in the portion of the TVS Basin
25 outside of the District's service area boundaries; and

26 **WHEREAS**, neither this Resolution nor the Notice of Intent that the District submits to
27 DWR notifying it that the District has also elected to be the GSA for the portion of the TVS
28 Basin outside of its service area boundaries ("GSA Formation Notification") will have any
29

1 effect on the 2015 GSA Formation Notification or on DWR's previous recognition of the
2 District as the exclusive GSA for the portion of the TVS Basin within the District's service
3 area; and

4 **WHEREAS**, it is in the best interest of the District and the Agency for the District to
5 become the GSA for the portion of the TVS Basin outside of its service area boundaries;
6 and

7 **WHEREAS**, notice of a hearing on the District's election to become the GSA for the
8 portion of the TVS Basin outside of its service area boundaries ("Notice") has been
9 published in the *Tahoe Daily Tribune* as provided by law; and

10 **WHEREAS**, a courtesy copy of the Notice was also mailed to the El Dorado County
11 Board of Supervisors and the Agency Board of Directors; and

12 **WHEREAS**, adoption of this Resolution does not constitute a "project" under
13 California Environmental Quality Act Guidelines Section 15378(b)(5), including
14 organization and administrative activities of government, because there would be no
15 direct or indirect physical change in the environment.

16 **NOW, THEREFOR BE IT RESOLVED** by the Board of Directors of the South Tahoe
17 Public Utility District as follows:

- 18 1. The District hereby elects to become the GSA for the portion of the TVS
19 Basin outside of its service area boundaries.
- 20 2. Within thirty days of the date of this Resolution, the District's General
21 Manager is directed to provide a GSA Formation Notification to DWR in
22 the manner required by law.
- 23 3. One of the elements required for submission with the GSA Formation
24 Notification is a map delineating the boundaries that the District intends to
25 manage. Pursuant to the GSA Formation Notification, the District intends
26 to manage the portions of the TVS Basin outside of its service area as
27 depicted in Exhibit "A" to this Resolution.
- 28 4. Concurrent with adoption of this Resolution, the District shall enter into an
29 MOU with the Agency formalizing the District and the Agency's
30 agreement to continue to cooperatively manage the TVS Basin and
agreeing to coordinate implementation of the Act in the portion of
the TVS Basin outside of the District's service area boundaries.


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5. The District's Board of Directors wishes to satisfy the requirements of the Act as quickly as may be feasible and to ensure that the TVS Basin is sustainably managed in compliance with the Act at the earliest possible date. To this end, District staff is directed to report back to the District's Board of Directors at least quarterly on the District's progress toward bringing the TVS Basin into compliance with the Act.

6. All the recitals in this Resolution are true and correct and the District so finds, determines and represents.

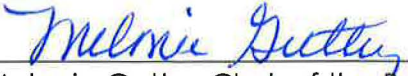
WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No. 3040-16 was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 15th day of September, 2016, by the following vote:

- AYES: Jones, Vogelgesang, Sheehan, Wallace
- NOES: None
- ABSENT: Cefalu



Randy Vogelgesang, Board President
South Tahoe Public Utility District

ATTEST:



Melonie Guttery, Clerk of the Board
South Tahoe Public Utility District

EXHIBIT D

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH TAHOE PUBLIC UTILITY DISTRICT
AND THE EL DORADO COUNTY WATER AGENCY**

This Memorandum of Understanding (“MOU”) is entered into on this 15 day of September, 2016, by and between the South Tahoe Public Utility District (“**District**”) and the El Dorado County Water Agency (“**Agency**”) (each a “**Party**” and collectively the “**Parties**”), at South Lake Tahoe, California, with reference to the following facts and intentions:

A. The District is a California Public Utility District, formed pursuant to the California Public Utility District Act (Cal. Pub Util. Code, § 15501, et seq.) and owns and operates a public sewer system and provides sewer service to residential and commercial customers situated within El Dorado County, California; and

B. The Agency is a body politic and corporate pursuant to Water Code, Appendix Section 96-1 et seq; and

C. Both the District and the Agency overlie the Tahoe Valley South Groundwater Basin (designated basin number 6-5.01 in the California Department of Water Resources’ CASGEM groundwater basin system) (“TVS Basin”); and

D. The District and the Agency are committed to the sustainable management of the groundwater resources within the TVS Basin, as shown by, among other actions, their collaborative development and implementation of both the original Groundwater Management Plan for the TVS Basin, adopted in 2000 (“2000 GWMP”), and update to the 2000 GWMP in 2014 (“2014 GWMP”); and

E. The District and the Agency also work collaboratively to sustainably manage the TVS Basin in multiple other ways, including creating and participating in the Stakeholder Advisory Group (“SAG”), dividing monitoring responsibilities for the TVS Basin and sharing the resulting information, and funding and implementing multiple other studies and monitoring program activities; and

F. In 2014, the California Legislature adopted, and the Governor signed into law, the Sustainable Groundwater Management Act (“Act”), which authorizes local agencies to manage groundwater in a sustainable fashion; and

G. On November 17, 2015, Department of Water Resources (“DWR”) recognized the District as the exclusive Groundwater Sustainability Agency (“GSA”) for the portion of the TVS Basin within its service area boundaries; and

H. On September 15, 2016 the District adopted a resolution electing to be the GSA for the remainder of the TVS Basin located outside of its service area boundaries; and

I. Even though the District may be recognized as the GSA for portions of the TVS Basin outside of its service area, the Act does not independently grant the District authority to implement the Act in these areas; and

J. In order to bring the TVS Basin into compliance with the Act, the District intends to coordinate with the Agency to implement the Act throughout the portions of the TVS Basin outside of the District’s service area pursuant to this MOU; and

K. The intent of this MOU is to formalize the District and the Agency's agreement to continue to cooperatively manage the groundwater resources within the TVS Basin and to coordinate implementation of the Act's regulatory requirements, on the Agency's behalf, throughout the portions of the Basin outside of the District's service area.

NOW, THEREFORE, in consideration of the foregoing, the District and Agency agree as follows:

1. Information Sharing. The District and the Agency are both involved in studying and developing information and data regarding water supplies in El Dorado County. The District and Agency agree to share all such information data related to the TVS Basin, particularly as it relates to monitoring information from portions of the Basin outside of the District's service area. The sharing of this information will assist both the District and Agency to coordinate management of the TVS Basin and to ensure that the TVS Basin remains in compliance with the Act.

2. Coordination. The Act grants local agencies who elect to become a GSA a wide array of authority to implement the Act within its service area. Although the District will be able to take enforcement and regulatory action within the portion of the TVS that falls within its service area, the Act does not provide the District with any powers or authority to implement the Act in the portions of the TVS Basin that are outside of its service area. The Agency, however, has broad authority, which authorizes it to accomplish the same objectives as the powers and authorities granted under the Act. Therefore, the Agency agrees to coordinate with the District to implement the Act, as mutually agreed, throughout the portions of the TVS Basin outside of the District's service area.

3. Costs. The District shall be responsible for the costs of implementation of the Act throughout the entire TVS Basin, including those portions outside of the District's service area. However, the Agency agrees, through its Cost Share Program, to provide funding for activities under the Act in accordance with the Agency's policies for cost sharing within the Agency's boundaries

4. Term. This MOU shall remain in force until either the District or the Agency terminates this MOU in writing upon 30 days prior written notice to the other Party.

5. Mutual Indemnification and Protection. Except as otherwise described herein, each Party (the "Indemnifying Party") covenants and agrees to indemnify and to hold harmless the other Party and its successors and assigns (the "Indemnified Party") for, from and against any and all third party claims, liabilities and expenses (including, but not limited to, reasonable attorneys' fees, court costs, expert witness fees and other litigation-related expenses) which may be claimed or asserted against the Indemnified Party on account of the exercise by the Indemnifying Party of the rights granted to it under this MOU; provided, however, in no event shall the Indemnifying Party be responsible to the Indemnified Party for any claims, liabilities or expenses that may be claimed or asserted against the Indemnified Party relating to the gross negligence or willful misconduct of the Indemnified Party or any of its employees, directors, officers, trustors, trustees, agents, affiliates, personal representatives, heirs, legatees, successors or assigns.

6. Dispute Resolution. The District and Agency agree to meet and confer in good faith for the purposes of resolving any dispute under this agreement prior to bringing any action for enforcement.

7. General Provisions.

7.1 **Recitals.** The recitals stated at the beginning of this MOU of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals, if any, shall be deemed a part of this MOU.

7.2 **Cooperation.** The Parties shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this MOU, provided that the requesting Party shall bear the cost and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

7.3 **Authority.** The individuals executing this MOU represent and warrant that they have the authority to enter into this MOU and to perform all acts required by this MOU, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this MOU.

7.4 **Construction.** The provisions of this MOU should be liberally construed to effectuate its purposes. The language of all parts of this MOU shall be construed simply according to its plain meaning and shall not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

7.5 **Successors and Assigns.** This MOU shall be binding on and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

7.6 **Severability.** If any term, provision, covenant or condition of this MOU is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOU shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

7.7 **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7.8 **Entire Agreement and Amendment.** This MOU contains the entire understanding and agreement of the Parties with respect to the matters considered, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature binding except as stated in this MOU. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each Party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.9 **Waiver.** No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to

provide a waiver in the future except to the extent specifically stated in writing. Any waiver given by a Party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested. No waiver shall be binding unless executed in writing by the Party making the waiver.

7.10 Notices. All notices, requests, demands, and other communications required to or permitted to be given under this MOU, shall be in writing and shall be conclusively deemed to have been duly given (1) when hand delivered to the other Party; or (2) when received by facsimile at the address or number below, provided, however, that notices given by facsimile shall not be effective unless a duplicate copy of such facsimile notice is promptly given by depositing same in a United States post office with first class postage prepaid and addressed to the Parties as set forth below.

To: Agency El Dorado County Water Agency
4110 Business Drive, Suite B
Shingle Springs, CA 95682
Attn: General Manager

With a copy to: _____

To: District South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, California 96150
Attention: General Manager

With a copy to: Gary M. Kvistad
Brownstein Hyatt Farber Schreck, LLP
1020 State Street
Santa Barbara, CA 93101

Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph and that any person to be given notice actually receives such notice. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first stated above.

South Tahoe Public Utility District

El Dorado County Water Agency

By: 

Randy Vogelgesang, President

By: 

Ken Payne, Interim General Manager

EXHIBIT E

LIST OF ALL BENEFICIAL USES AND USERS OF GROUNDWATER

Pursuant to Water Code Section 10723.8(a)(4), the South Tahoe Public Utility District (“District”) will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing a Groundwater Sustainability Plan (“Plan”) in compliance with the Sustainable Groundwater Management Plan (“Act”). These interests include, but are not limited to, all of the following:

Holders of Overlying Groundwater Rights, including:

- **Agricultural Users:** N/A.
- **Domestic Well Owners:** One domestic groundwater well has been identified within the portion of the Tahoe Valley South Groundwater Basin (“TVS Basin”) covered by this Groundwater Sustainability Agency Formation Notice (“GSA Formation Notice”). The District anticipates that the Plan will address the collective interests of domestic users of groundwater wells and plans to engage in outreach to domestic well owners within the TVS Basin throughout development of a Plan compliant with the Act.

Municipal Well Operators: There are no municipal well operators within the TVS Basin. The City of South Lake Tahoe does not have any groundwater wells used for municipal drinking water supply within the TVS Basin.

Public Water Systems. There are no public water systems located within the portion of the TVS Basin subject to this GSA Formation Notice.

Local Land Use Planning Agencies

- Tahoe Regional Planning Agency
- El Dorado County
- City of South Lake Tahoe
- U.S. Forest Service

Representatives from the above entities have participated in the District’s Stakeholder Advisory Group (“SAG”) originally convened to provide input on the Groundwater Management Plan (“2014 GWMP”) and were provided notice of the District’s intention to serve as the GSA for the portion of the TVS Basin covered by this GSA Formation Notice. The District intends to continue to communicate with, and solicit feedback from, these entities regarding the operation and activities of the GSA and development and adoption of a Plan, or Plan alternative, for the TVS Basin. The District also plans to invite representatives from these entities to participate on Stakeholder Advisory Group focused specifically the implementation of the Act within the TVA Basin (“GSA SAG”).

Environmental Users of Groundwater. The District is not aware of any environmental users of groundwater in the TVS Basin. There are a significant number of conservation organizations that are dedicated to preserving and maintaining environmental values within the Lake Tahoe Basin. A number of these organizations are presently represented on the GWMP email communication list including; California Tahoe Conservancy (“CTC”); Sierra Club-Lake Tahoe Chapter; Tahoe

Resource Conservation District; Truckee River Water shed Council and Trout Unlimited. A current SAG member is from the CTC and another member is also a Board Member for the Sierra Club-Tahoe Chapter. The District intends to continue communicating with these entities to ensure that they understand their on-going opportunity to participate in both implementation of the 2014 GWMP and development and implementation of a Plan, or Plan alternative, for the TVS Basin.

Surface Water Users, if there is a hydrologic connection between surface and groundwater bodies. The District is unaware of any users of surface water that is connected to the TVS Basin. In its 2014 GWMP, the District reported that groundwater and surface water systems are connected in the TVS Basin. Groundwater discharges to stream channels along much of the Upper Truckee River and Trout Creek. These groundwater discharges account for a substantial proportion of the total streamflow during the late summer and fall when runoff from surrounding mountains has diminished. A potential consequence of this interconnection between groundwater and surface water systems is that pumping from groundwater wells has the potential of reducing base flow to streams, which could affect stream environment zones and the aquatic and biologic resources dependent on those habitats. In order to address this concern the District intends to identify critical reaches of streams, and wetland areas that may be susceptible to active groundwater pumping.

Federal Government, including, but not limited to, the military and managers of federal lands. The U.S. Forest Service manages both the Lake Tahoe Basin Management Unit and the El Dorado National Forest, both of which overlie a majority of the TVS Basin outside of the District's service area. Although the District has not received any comments from the El Dorado National Forest, the Lake Tahoe Basin Management Unit has expressed support of the District's GSA Formation Notice for the portions of the TVS Basin outside of its service area. Please refer to the comments above for additional information regarding the District's plans to consider the U.S. Forest Service's interests.

California Native American Tribes. N/A. There are no California Native American Tribes overlying the TVS Basin.

Disadvantaged Communities, including, but not limited to those served by private domestic wells or small community water systems. Portions of the TVS Basin, subject to this GSA Formation Notice, within the City of South Lake Tahoe and at the south end of the TVS Basin in Christmas Valley include designated Disadvantaged Community Block Groups and Tracts.

Entities Listed in Section 10927 that are Monitoring and Reporting Groundwater Elevations in all or a part of the Groundwater Basin Managed by the GSA. The District is a California Statewide Groundwater Elevation Monitoring ("CASGEM") entity for the TVS Basin. The District also developed and adopted the 2014GWMP for the TVS Basin under Water Code Sections 10750, *et seq.* and monitors groundwater levels pursuant to this plan.

The District, the GSA SAG, and other stakeholders' roles and responsibilities will be further considered and defined in the District's development of a Plan, or Plan alternative. The

District's staff welcomes feedback during this process from the state, any of the agencies or organizations listed herein, and any other interested stakeholders.

If DWR requires anything further prior to the acceptance of this notification of the District's election to serve as the GSA for the portion of the TVS Basin subject to this GSA Formation Notice, please address your concerns to:

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